CITY COUNCIL

AGENDA

CITY OF BOISE

Regular Evening Meeting

Tuesday, June 30, 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 President Pro Tem
Holli Woodings

Council Member
Patrick Bageant

Council Member
Jimmy Hallyburton

Council Member
Lisa Sánchez

Council Member
TJ Thomson

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

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

II. REQUEST FOR APPROVAL

1. City Council Minutes - Work Session - Jun 16, 2020 3:00 PM
2. City Council Minutes - Regular Evening Meeting - Jun 16, 2020 6:00 PM

III. SPECIAL BUSINESS

1. Re-Appointment of Matt Cryer to the Open Space and Clean Water Advisory Committee for a term of 3 years ending July 2023.
2. Re-Appointment of Kathryn Dallas Elliott to the Open Space and Clean Water Advisory Committee for a term of 3 years ending July 2023.
3. Re-Appointment of Michelle Meyers to the Open Space and Clean Water Advisory Committee for a term of 3 years ending July 2023.
4. PUD19-00042 / Request for Reconsideration
   Presenter: Céline Acord, Planning and Development Services
   ACTION REQUESTED: Provide Direction
5. RES-249-20 A RESOLUTION RATIFYING AMENDED PUBLIC HEALTH EMERGENCY ORDER 20-09 (CLOSURE OF BARS AND NIGHTCLUBS; GROUP SIZE LIMITATION; AND AIRPORT AND PUBLIC MEETING RESTRICTIONS) ENACTED JUNE 25, 2020; AND PROVIDING AN EFFECTIVE DATE.

IV. CONSENT AGENDA

*****Items scheduled on Consent Agenda.

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

1. Request for approval of the Boise City checks 507960-508528 and ACH 63240-63301 in the total amount of $1,812,409.89 as of June 11, 2020.

2. Request for approval of the Boise City checks 508545 thru 508790 in the total amount of $5,064,378.47 as of June 18, 2020.

*B. Public Hearing Requests*


3. The City Clerk requests CAR20-00002 / American Pacific Advisors, LLC / 8306 W State St / Rezone of 2.33 acres from R-1A (Single Family Residential – 2.1 units/acre) to R-3D (Multi-Family Residential with Design Review – 43.5 units/acre) be scheduled in Council Chambers on July 28, 2020.

4. The City Clerk requests PUD20-00004 / American Pacific Advisors, LLC / 8306 W State St / Appeal of the Planning and Zoning Commission's approval of a conditional use permit for a planned residential development comprised of 85 multi-family units on 2.33 acres in a proposed R-3D (Multi-Family Residential with Design Review) zone be scheduled in Council Chambers on July 28, 2020.

5. The City Clerk requests CVA20-00009 / James Ritter / 1110 W Eastman St / Appeal of the Planning & Zoning Commission's approval of a variance to encroach into the front and street-side setbacks for a new single-family home on 0.07 acres in a R-1CH (Single Family Residential with Historic District Overlay) zone be scheduled in Council Chambers on August 18, 2020.

*C. Minutes and Reports*

1. Treasury Report May 2020
D. Resolutions

1. RES-226-20 A RESOLUTION APPROVING VARIOUS AGREEMENTS FOR THE USE OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR THE DEVELOPMENT OF AFFORDABLE HOUSING OPPORTUNITIES FOR INCOME ELIGIBLE FAMILIES, INCLUDING APPROVING A PROMISSORY NOTE BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A DEED OF TRUST BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A MEMORANDUM OF RESTRICTIVE COVENANTS BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A LOAN AND REGULATORY AGREEMENT BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A SUBORDINATION AGREEMENT BY AND BETWEEN NORTHWEST 6TH AND GROVE LIMITED PARTNERSHIP, AS BORROWER, THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT) AS A JUNIOR LENDER, AND MOUNTAIN WEST BANK AND ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION, SENIOR LENDER; APPROVING A COMPLETION GUARANTY BY AND BETWEEN THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT) AND 6TH AND GROVE LIMITED PARTNERSHIP; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENTS; AUTHORIZING AND DIRECTING CITY STAFF TO DO ALL THINGS REASONABLY NECESSARY TO CLOSE THE TRANSACTIONS CONTEMPLATED IN THE SEVERAL DOCUMENTS APPROVED BY THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

2. RES-250-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-237: PROGRAM MANAGEMENT SUPPORT SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND STANTEC CONSULTING SERVICES, INC.; AUTHORIZING THE MAYOR AND
CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*3. RES-251-20 A RESOLUTION APPROVING CHANGE ORDER NUMBER 2 TO RFP 19-030: MISC. HVAC MAINTENANCE SERVICES, BETWEEN THE CITY OF BOISE CITY (BOISE PUBLIC LIBRARY) AND ACCO ENGINEERED SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.

*4. RES-252-20 A RESOLUTION APPROVING A GROUP SPORTS RESERVATION AND LICENSING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND NORTHWEST ADA LITTLE LEAGUE, INC. FOR LIMITED, NON-EXCLUSIVE USE OF FACILITIES OWNED AND OPERATED BY BOISE CITY; RATIFYING AND AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION DIRECTOR'S EXECUTION OF SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

*5. RES-253-20 A RESOLUTION APPROVING AN AMENDMENT TO THE OPERATING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND YOUNG MEN’S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO (YMCA); AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*6. RES-254-20 A RESOLUTION (SOS20-00010) VACATING A PLAT NOTE REGARDING A BRIDLE 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 LOCATED AT 2007 S SURREY RD, BOISE, ADA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

*7. RES-255-20 A RESOLUTION (SOS20-00016) VACATING AN EASEMENT AND PLAT NOTE FOR GENERAL UTILITIES FOR LOTS 4 & 8, BLOCK 1 OF THE EAGLEHAWK SUBDIVISION ON 0.21 ACRES IN A R-2D (MEDIUM DENSITY RESIDENTIAL) ZONE AT
*8. RES-256-20  A RESOLUTION ACCEPTING A GRANT AGREEMENT IN THE AMOUNT OF $11,009.00 FROM THE IDAHO COMMISSION ON THE ARTS FOR FISCAL YEAR 2021; AND PROVIDING AN EFFECTIVE DATE.

*9. RES-257-20  A RESOLUTION APPROVING THE RENEWAL OF SS 07-287, SPORTS OFFICIATING SERVICES, BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND USSSA OF IDAHO; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*10. RES-258-20  A RESOLUTION APPROVING A FY21 RENEWAL OF LEASE AGREEMENT BETWEEN THE CITY OF BOISE CITY (LEGAL DEPARTMENT) AND ADA COUNTY FOR OFFICE SPACE AT THE ADA COUNTY COURTHOUSE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

*11. RES-259-20  A RESOLUTION APPROVING CHANGE ORDER NUMBER 4 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.

*12. RES-260-20  A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND ROLLING HILLS PUBLIC CHARTER SCHOOL, INC. (ROLLING HILLS) BY WHICH THE CITY GRANTS ROLLING HILLS A LIMITED, NON-EXCLUSIVE PARKING LICENSE AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

*13. RES-261-20  A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING
AND DEVELOPMENT SERVICES DEPARTMENT) AND CATCH, INC., FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK Grant (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS HOMELESS SERVICES, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

*14. RES-262-20 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT) AND THE WOMEN'S AND CHILDREN'S ALLIANCE, FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK Grant (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS SERVICES FOR BATTERED AND ABUSED SPOUSES, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

*15. RES-263-20 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT) AND THE BOYS AND GIRLS CLUB OF ADA COUNTY, FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK Grant (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS CHILD CARE SERVICES, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

*16. RES-264-20 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT) AND NEIGHBORHOOD HOUSING SERVICES, INC. D/B/A NEIGHBORWORKS BOISE, FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK Grant (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS MORTGAGE ASSISTANCE PROGRAM, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

*17. RES-265-20 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT) AND COMMUNITY HEALTH CLINICS, INC. D/B/A
TERRY REILLY HEALTH SERVICES., FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS ALLUMBAUGH HOUSE CASE MANAGEMENT SERVICES FOR SUBSTANCE ABUSE SERVICES, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

*18. RES-266-20 A RESOLUTION APPROVING AN ADDENDUM TO THE REGULATORY AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DIVISION) AND VALOR POINTE LLC. FOR USE OF HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*19. RES-267-20 A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT, BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*20. RES-268-20 A RESOLUTION APPROVING A PERPETUAL EASEMENT ALONG S. MAPLE GROVE, BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*21. RES-269-20 A RESOLUTION APPROVING A REAL PROPERTY PURCHASE AND SALE AGREEMENT BY AND BETWEEN RINALDO, LLC., AS SELLER, AND THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DIVISION), AS BUYER, FOR TWO PARCELS TOTALING APPROXIMATELY 1.19 ACRES OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF STATE STREET AND MARKETPLACE LANE IN BOISE CITY, ADA COUNTY, IDAHO; AUTHORIZING THE MAYOR
AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

**E. Subdivisions - Final Plats/Time Extensions**

*1. Greenheads End Subdivision, SUB19-00074, Boise City Final Plat, (SUB19-00074 / Greenheads End Subdivision / 211 East Highland, LLC-Greenheads End / 211 W Highland St / Final Plat for a residential subdivision comprised of 14 buildable lots and 5 common lot on 0.99 acres located in an pending R-1MD/DA (Residential Town Lot with Design Review and Development Agreement).)

*2. Wise Way Investors, LLC, ROS17-00007, Boise City Time Extension, (ROS17-00007 / Wise Way Investors, LLC / 2990 S Wise Way / Request for a one-year time extension for a bond to construct curb, gutter and sidewalk associated with a minor land division application.)

*3. Derritt Kerner, SOS20-00015, Boise City Vacation of Easement, (SOS20-00015 / Derritt Kerner / 1267 N Cloverdale Rd / Request for a partial vacation to reduce internal platted easements between 8 lots in the White Clouds Subdivision No. 3 located within the NE ¼ of the NE ¼ of Section 9, T. 3N, R. 1E., B.M.)

V. **ORDINANCES**

A. First Reading

1. ORD-20-20 AN ORDINANCE (CAR19-00030 FOR PROPERTY LOCATED AT 9819 & 9831 W SHIELDS AVE) FOR A MINOR MODIFICATION TO A PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL (R-1C) TO MEDIUM DENSITY RESIDENTIAL WITH DESIGN REVIEW AND DEVELOPMENT AGREEMENT (R-2D/DA); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

B. Second Reading

1. ORD-14-20 AN ORDINANCE REPEALING BOISE CITY CODE TITLE 6, CHAPTER 18, ENTITLED “USE OF MOBILE ELECTRONIC DEVICES WHILE DRIVING” AND PROVIDING AN EFFECTIVE DATE.
C. **Third Reading**

NO ORDINANCES SCHEDULED FOR THE THIRD READING CALENDAR.

VI. **UNFINISHED BUSINESS**

NO UNFINISHED BUSINESS SCHEDULED.

VII. **NEW BUSINESS**

A. **Subdivisions**

1. Wow Now LLC, SOS20-00011, Boise City Vacation of Plat Note & Public Utilities Easement, (SOS20-00011 / Wow Now LLC / 4557 N Cloverdale Rd / Request for a vacation of a landscape easement and associated plat notes for Lot 5 of Block 1 in the Nally Springs Subdivision No. 4 on 0.22 acres in a R-1C (Single-Family Residential) zone.)

B. **Public Hearings**

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.

2. 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).

VIII. **ADJOURNMENT**
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.
CITY OF BOISE
COUNCIL MEETING
SUMMARY MINUTES ● JUNE 16, 2020
WORK SESSION

Virtual Meeting Final 3:00 PM
150 N CAPITOL BLVD
BOISE, ID  83702

I. Call to Order

PRESENT:  McLean (Remote), Clegg (Remote), Woodings (Remote), Bageant (Remote), Hallyburton (Remote), Sánchez (Remote 3:02 PM), Thomson (Remote)
ABSENT:

II. Work Session Items

1. Joint Meeting with Boise Public Library Board of Trustees (60 min)
   Presenter: Kristine Miller, Library and Shawn Wilson, Public Works

   The Boise Public Library Board of Trustees was called to order by Chair Healy. Roll Call was conducted (4 present, 1 absent [Westenskow]) and a quorum of the Board was present.

   Prior to adjournment, the Council thanked Board Member Carver for his service upon his upcoming retirement.

   A motion by Board Member Carver, seconded by Board Member Galaviz, to adjourn the Boise Public Library Board of Trustees was approved (4-0).

   RESULT: DISCUSSED

2. FY21 Budget Development (30 min)
   Presenter: Eric Bilimoria, Finance and Administration

   RESULT: DISCUSSED

3. Policing Policies (20 min)
   Presenter: Ron Winegar and Alison Tate, Police

   RESULT: DISCUSSED

4. Executive Session:  Land Acquisition, I.C. 74-206(1)(c); Records Exempt from Disclosure, I.C. 74-206(1)(d); To Communicate with Legal Counsel regarding Pending Litigation or Imminent Litigation, I.C. 74-206(1)(f); and To Communicate with Risk Management regarding Pending Claims or Imminent Claims, I.C. 74-206(1)(i)

   RESULT: DISCUSSED
Moved into Executive Session at 5:05 pm for land acquisition and pending or imminent claims. Land acquisition discussion occurred from 5:05 pm to 5:14 pm. Pending or imminent claims discussion occurred from 5:14 pm to 5:18 pm.

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

III. Adjournment

Moved into the regular Work Session meeting.

There being no further business, the meeting adjourned.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

ABSENT:

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

IV. REQUEST FOR APPROVAL

1.  City Council - Work Session - Jun 9, 2020 4:00 PM

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

2.  City Council - Regular Evening Meeting - Jun 9, 2020 6:00 PM

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

Motion to defer RES-226-20, the HOME Loan documents, to the June 30, 2020 Council date, as the closing date for this transaction has moved and we are still negotiating documents.
V. SPECIAL BUSINESS

1. RES-248-20 A RESOLUTION RATIFYING PUBLIC HEALTH EMERGENCY ORDER 20-08 (REOPENING BOISE CITY: STAGE FOUR) ENACTED JUNE 11, 2020; AND PROVIDING AN EFFECTIVE DATE.

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 507669-507958 and ACH 63176-63235 in the total amount of $2,330,155.58 as of June 04, 2020.
B. PUBLIC HEARING REQUESTS

*1.  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

*2.  CUP20-00014 & CUP20-00015 / Youngwerth Investments, LLC / 12050 W Franklin Rd / Appeal of the Planning & Zoning Commission's approval of a conditional use permit for off-premise advertising signs on 3.2 acres located in a M-1D (Light Industrial with Design Review) zone.

C. MINUTES AND REPORTS

*1.  Open Space and Clean Water Advisory Committee Minutes, March 5, 2020

D. RESOLUTIONS

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

*2.  RES-226-20 A RESOLUTION APPROVING VARIOUS AGREEMENTS FOR THE USE OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR THE DEVELOPMENT OF AFFORDABLE HOUSING OPPORTUNITIES FOR INCOME ELIGIBLE FAMILIES, INCLUDING APPROVING A PROMISSORY NOTE BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A DEED OF TRUST BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A MEMORANDUM OF RESTRICTIVE COVENANTS BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A LOAN AND REGULATORY AGREEMENT BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A SUBORDINATION AGREEMENT BY AND BETWEEN NORTHWEST 6TH AND GROVE LIMITED PARTNERSHIP,
AS BORROWER, THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT) AS A JUNIOR LENDER, AND MOUNTAIN WEST BANK AND ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION, SENIOR LENDER; APPROVING A COMPLETION GUARANTY BY AND BETWEEN THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT) AND 6TH AND GROVE LIMITED PARTNERSHIP; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENTS; AUTHORIZING AND DIRECTING CITY STAFF TO DO ALL THINGS REASONABLY NECESSARY TO CLOSE THE TRANSACTIONS CONTEMPLATED IN THE SEVERAL DOCUMENTS APPROVED BY THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

At the beginning of the meeting, RES-226-20 was deferred to June 30, 2020.

*3. RES-227-20 A RESOLUTION APPROVING A UTILITY EASEMENT AGREEMENT, BETWEEN THE CITY OF BOISE CITY AND SUEZ FOR A WATER LINE AT THE BOISE GATEWAY BUILDING 1 PARCEL; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*4. RES-230-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-272 BOI AIRPORT GATE REPLACEMENT PROJECT BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF AVIATION) AND SLOAN SECURITY GROUP, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*5. RES-231-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-256A MISCELLANEOUS CONSTRUCTION MANAGEMENT SERVICES BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND CM COMPANY, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*6. RES-232-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-256B MISCELLANEOUS CONSTRUCTION MANAGEMENT SERVICES BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND CORE CONSTRUCTION;
AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*7. RES-233-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-256C MISCELLANEOUS CONSTRUCTION MANAGEMENT SERVICES BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND ENGINEERED STRUCTURES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*8. RES-234-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-256D MISCELLANEOUS CONSTRUCTION MANAGEMENT SERVICES BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND IMCO GENERAL CONSTRUCTION, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*9. RES-235-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-256E MISCELLANEOUS CONSTRUCTION MANAGEMENT SERVICES BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND MCALVAIN CONSTRUCTION, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*10. RES-236-20 A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND THE IDAHO DEPARTMENT OF LANDS, FOR SUPPORT OF THE CITY’S HAZARDOUS FUELS REDUCTION PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.
*11. RES-237-20  A RESOLUTION AFFIRMING THE DECISION OF THE BOISE CITY ARTS AND HISTORY COMMISSION TO RECOMMEND THE ARTIST VINNIE BAGWELL TO DEVELOP A PUBLIC ART PIECE FOR THE ERMA HAYMAN HOUSE; AND PROVIDING AN EFFECTIVE DATE.

*12. RES-238-20  A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-256G MISCELLANEOUS CONSTRUCTION MANAGEMENT SERVICES BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND WRIGHT BROTHERS THE BUILDING COMPANY; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

*13. RES-239-20  A RESOLUTION APPROVING AN AMENDMENT TO THE FY2020 RENEWAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ADA COUNTY SHERIFF’S OFFICE AND THE BOISE POLICE DEPARTMENT FOR SERVICES RELATED TO THE CONSOLIDATED RECORDS MANAGEMENT SYSTEM (RMS), AMENDING THE AGREEMENT TO INCLUDED TWO ADDITIONAL ENVIRONMENTS, BY AND BETWEEN THE CITY OF BOISE, THROUGH THE BOISE POLICE DEPARTMENT AND THE COUNTY OF ADA, THROUGH THE ADA COUNTY SHERIFF’S OFFICE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*14. RES-240-20  A RESOLUTION APPROVING THE RECEIPT OF FEDERAL CORONAVIRUS RELIEF FUNDS FROM THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES ACT"), AUTHORIZING THE CITY TO SEEK REIMBURSEMENT FOR CERTAIN EXPENSES RELATED TO COSTS INCURRED DUE TO THE PUBLIC HEALTH EMERGENCY OF COVID-19; AUTHORIZING ACCEPTANCE OF RELIEF FUNDS TO THE CITY OF BOISE CITY; AUTHORIZING THE MAYOR TO EXECUTE AND ATTEST SAID GRANT RESOLUTION ON BEHALF OF THE CITY OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

*15. RES-241-20  A RESOLUTION APPROVING AUTHORIZATION TO PROCURE CP 20-333 PLAYGROUND EQUIPMENT AND SURFACING BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION DEPARTMENT) AND GARRETT &
COMPANY, INC. OFF OF SOURCEWELL CONTRACT #030117; AND PROVIDING AN EFFECTIVE DATE.

*16. RES-242-20 A RESOLUTION APPROVING A SOLE SOURCE PROCUREMENT SS 20-329 ABEL PUMP MODEL HMQ-H-063-500 BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND ABEL PUMP; APPROVING AUTHORIZATION TO PROCURE; AND PROVIDING AN EFFECTIVE DATE.

*17. RES-243-20 A RESOLUTION APPROVING THE FY2020 CORONAVIRUS SUPPLEMENTAL FUNDING PROGRAM AWARD FROM THE U.S. DEPARTMENT OF JUSTICE’S BUREAU OF JUSTICE ASSISTANCE TO THE CITY OF BOISE CITY, THROUGH THE BOISE POLICE DEPARTMENT; AUTHORIZING THE BOISE POLICE DEPARTMENT TO ACCEPT RECEIPT OF THE GRANT FUND AWARD OF $363,360.00; AUTHORIZING THE MAYOR TO SIGN GRANT AWARD AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*18. RES-244-20 A RESOLUTION APPROVING AN ADDENDUM EXTENDING AN AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND ENVIRONMENTAL ABRASIVES WAREHOUSE CO. FOR GLASS RECYCLING; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

*19. RES-245-20 A RESOLUTION APPROVING AN OPERATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND DEBRA AND DAVID BOGIE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*20. RES-246-20 A RESOLUTION APPROVING A THIRD AMENDMENT TO THE 2017 SUBAWARD AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) FOR PROJECT WET (WATER EDUCATION TODAY) EDUCATION PROGRAMS IN THE SOUTHWEST IDAHO REGION; BWC 100; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AMENDMENT AGREEMENT.
ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

*21. RES-247-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR FB 20-306 8TH STREET FOOTBRIDGE DECK REPLACEMENT BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION DEPARTMENT) AND 208 NORTHWEST CONSTRUCTION LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

VII. ORDINANCES

A. THIRD READING

Moved that further reading of (ORD-16-20) and (ORD-17-20) be dispensed with and the record show that they have been read the third time in full.

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

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.

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

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

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

B. FIRST, SECOND AND THIRD READING

Moved that all rules of the Council interfering with the immediate consideration of (ORD-19-20) 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 it has been read that third time in full.

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

1. ORD-19-20 AN ORDINANCE (CAR19-00032 FOR PROPERTY LOCATED AT 612 N AVENUE H AVENUE) AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO R-3D (MULTI-FAMILY RESIDENTIAL WITH DESIGN REVIEW); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

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

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

A. SUBDIVISIONS

1. Southpoint Cottages, SUB19-00076, Boise City Preliminary Plat, (SUB19-00076 / Southpoint Cottages / Southpoint LLC / 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.)
Cody Riddle, Planning and Development Services presented the item to Council.

Hethe Clark, Applicant's Representative, 251 E Front St, Boise, ID testified on the item through the virtual meeting.

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

Motion to approve SUB19-00076 with the addition of a condition for a cross-access agreement to the east.

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

B. PUBLIC HEARINGS

1. CAR19-00022 / *Requesting deferral to July 28* / SU Architecture / 3047 S Bown Way / Rezone of 0.53 acres from a C-1D (Neighborhood Commercial with Design Review) zone to a PCD/DA (Pedestrian Commercial with Design Review and Development Agreement) zone.

RESULT: DEFERRED [UNANIMOUS] Next: 7/28/2020 6:00 PM
MOVER: Holli Woodings, Council President Pro Tem
SECONDER: Patrick Bageant, Council Member
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

CUP19-00064 / *Requesting deferral to July 28* / Richard Lomas & Neighbors / 3047 S Bown Way / Appeal of the Planning & Zoning Commission’s approval of a conditional use permit for a parking reduction associated with the construction of a 6,700 square foot multi-tenant retail building on 0.53 acres in a proposed PCD/DA (Pedestrian Commercial with Design Review and Development Agreement) zone.

RESULT: DEFERRED [UNANIMOUS] Next: 7/28/2020 6:00 PM
MOVER: Holli Woodings, Council President Pro Tem
SECONDER: Patrick Bageant, Council Member
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

X. ADJOURNMENT

Motion to adjourn the City Council meeting.
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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<tr>
<td>MOVER:</td>
<td>Holli Woodings, Council President Pro Tem</td>
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<tr>
<td>SECONDER:</td>
<td>Patrick Bageant, Council Member</td>
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<td>AYES:</td>
<td>Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson</td>
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APPROVE:

Lauren McLean, Mayor

ATTEST:

Lynda Lowry, Ex-Officio City Clerk
TO: Mayor and City Council
FROM: Cody Riddle-Deputy Director, Current Planning
RE: PUD19-00042 (Reconsideration Request)
DATE: June 30, 2020

BACKGROUND
On February 10, 2020 the Planning and Zoning Commission approved a planned unit development consisting 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. This decision was appealed to City Council. On June 9, 2020 City Council denied the appeal and upheld the decision of the Planning and Zoning Commission.

REQUEST
On June 11, 2020, Mare J. Humeston submitted a request for reconsideration. The request does not require a public hearing and is before Council merely to decide if the reconsideration shall be granted. If reconsideration is granted, staff will ensure that a public hearing date is scheduled and properly noticed.

RECOMMENDATION
The submitted request for reconsideration does not include any information not previously available. As such, the Planning Team recommends City Council deny the request for reconsideration.

ATTACHMENTS
Applicable Sections of Boise City Code
Reconsideration Request
Vicinity Map & Project Drawings
Reconsideration (BCC 11-03-03.7(G))

G. Reconsiderations of Review Body Decisions

(1) Purpose
To minimize the number of appeals, prevent new information from being presented on appeals, and resolve disputes at the lowest possible level.

(2) Applicability
Upon request the review body may reconsider a decision for good cause. Good cause includes:

(a) The party requesting reconsideration has relevant information;
(b) The relevant information was not brought up at the previous hearing; and
(c) The information was not previously available.

(3) Procedure
(a) A request for reconsideration shall include supporting information and shall be made prior to the deadline for filing an appeal.
(b) A decision on a reconsideration is not appealable.
(c) If reconsideration is granted, the time to appeal and any pending appeal shall be stayed. If reconsideration is granted and the appeal is withdrawn, the appeal fee shall be refunded in its entirety.
(d) If the applicant has modified the application, the review body shall determine if the revised application shall be reconsidered or if a new application is required.

***
June 11, 2020

Boise City Clerk
Boise City Council
Boise City Hall
150 N. Capitol Blvd.
Boise, ID 83702

Dear Council Members,

At the June 9, 2020 council meeting you denied the appeal to the PUD 19-00042 conditional use permit.

I am respectfully requesting the City Council to reconsider its decision to deny the appeal.

We believe our neighborhood is worth protecting, and ask for your help in doing so.

Thank You,

Mary J. Humeston
WINMORE 4-PLEX
FRONT VIEW - FACING McMILLIAN
TO: Mayor and Council
FROM: Abigail Germaine, Legal
NUMBER: RES-249-20
DATE: June 22, 2020
SUBJECT: Approval of Amended Public Health Emergency Order 20-09

BACKGROUND:

Boise City Code Title 1, Chapter 15 provides the Mayor certain powers during a Public Health Emergency, as that term is defined in the Ordinance. The code provides that Boise City Council may be consulted in the enactment of any Public Health Emergency Order and may veto or ratify any Public Health Emergency Order. On June 23, 2020, Mayor McLean issued Public Health Emergency Order 20-09, Closure of Bars; Group Size Limitation; and Airport and Public Meeting Restrictions. This Resolution ratifies the Mayor’s actions concerning Amended Public Health Emergency Order 20-09, (Closure of Bars and Nightclubs; Group Size Limitation; and Airport and Public Meeting Restrictions) enacted June 25, 2020, intended to provide clarity around the entities required to close for on-site consumption, as well as new requirements for public meetings.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Amended Public Health Emergency Order No 20-09 (PDF)
CITY OF BOISE

Resolution NO. RES-249-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION RATIFYING AMENDED PUBLIC HEALTH EMERGENCY ORDER 20-09 (CLOSURE OF BARS AND NIGHTCLUBS; GROUP SIZE LIMITATION; AND AIRPORT AND PUBLIC MEETING RESTRICTIONS) ENACTED JUNE 25, 2020; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, on May 14, 2020, Governor Little entered, in conjunction with the Idaho
CITY OF BOISE

Department of Health and Welfare Order of the Director, an order titled, State of Idaho, Idaho Department of Health and Welfare Stay Healthy Order, with an effective date of May 16, 2020 at 12:00 a.m., providing requirements for reopening certain businesses and permitting certain activities in Stage 2 of the State’s reopening plan (“Stay Healthy Order- Stage Two”); and

WHEREAS, on May 28, 2020, Governor Little entered, in conjunction with the Idaho Department of Health and Welfare Order of the Director, an order titled, State of Idaho, Idaho Department of Health and Welfare Stay Healthy Order, with an effective date of May 30, 2020 at 12:00 a.m., providing requirements for reopening certain businesses and permitting certain activities in Stage 3 of the State’s reopening plan (“Stay Healthy Order- Stage Three”); and

WHEREAS, on June 11, 2020, Governor Little, entered, in conjunction with the Idaho Department of Health and Welfare Guidelines of the Director, Guidelines titled, State of Idaho, Idaho Department of Health and Welfare Stay Healthy Guidelines, with an effective date of June 13, 2020, providing guidelines for reopening certain businesses and permitting certain activities in Stage 4 of the State’s reopening plan (“Stay Healthy Guidelines- Stage Four”); and

WHEREAS, pursuant to Boise City Code Title 1, Chapter 15 and the Stay Healthy Guidelines - Stage Four, the Mayor issued Public Health Emergency Order 20-08, Reopening Boise City: Stage Four, on June 11, 2020; and

WHEREAS, on June 22, 2020, Central District Health Director, Mr. Russ Duke, issued an Order Regarding Quarantine and Restriction, and entitled “Order of the District Board of Health, Central District Health, State of Idaho” (“CDH Order: Quarantine and Restriction”); and

WHEREAS, pursuant to Boise City Code Title 1, Chapter 15 and the Stay Healthy Guidelines - Stage Four, the Mayor issued Public Health Emergency Order 20-09, Closure of Bars; Group Size Limitation; and Airport and Public Meeting Restrictions, on June 23, 2020; and

WHEREAS, this Amended Emergency Order No. 20-09 Closure of Bars and Nightclubs; Group Size Limitation; and Airport and Public Meeting Restrictions (“Amended Emergency Order 20-09”), provides clarity around the entities required to close for on-site consumption, as well as new requirements for public meetings; and

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

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

WHEREAS, we encourage our citizens and all of those who work in or visit our city to abide by these orders to protect everyone from continued spread of COVID-19.
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOISE, IDAHO:

Section 1. That Amended Public Health Emergency Order 20-09, Closure of Bars and Nightclubs; Group Size Limitation; and Airport and Public Meeting Restrictions, be ratified in its entirety.

Section 2. That Amended Public Health Emergency Order 20-09, Closure of Bars and Nightclubs; Group Size Limitation; and Airport and Public Meeting Restrictions, remains in full force and effect through its termination date.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
AMENDED PUBLIC HEALTH EMERGENCY ORDER No. 20-09

CLOSURE OF BARS AND NIGHTCLUBS; GROUP SIZE LIMITATION; AND AIRPORT AND PUBLIC MEETING RESTRICTIONS

June 25, 2020

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

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

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

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

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

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

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

WHEREAS, on May 14, 2020, Governor Little entered, in conjunction with the Idaho Department of Health and Welfare Order of the Director, an order titled, State of Idaho, Idaho Department of Health and Welfare Stay Healthy Order, with an effective date of May 16, 2020, at 12:00 a.m., providing requirements for reopening certain businesses and permitting certain activities in Stage 2 of the State’s reopening plan ("Stay Healthy Order- Stage Two"); and
WHEREAS, on May 28, 2020, Governor Little entered, in conjunction with the Idaho Department of Health and Welfare Order of the Director, an order titled, State of Idaho, Idaho Department of Health and Welfare Stay Healthy Order, with an effective date of May 30, 2020, at 12:00 a.m., providing requirements for reopening certain businesses and permitting certain activities in Stage 3 of the State’s reopening plan (“Stay Healthy Order- Stage Three”); and

WHEREAS, on June 11, 2020, Governor Little entered, in conjunction with the Idaho Department of Health and Welfare Guidelines of the Director, guidelines titled, State of Idaho, Idaho Department of Health and Welfare Stay Healthy Guidelines, with an effective date of June 13, 2020, providing guidelines for reopening certain businesses and permitting certain activities in Stage 4 of the State’s reopening plan (“Stay Healthy Guidelines - Stage Four”); and

WHEREAS, the risk of community spread throughout the Boise City impacts the life and health of the public, and imperils public health by the person-to-person spread of COVID-19, it is, therefore, necessary to reduce opportunities for the person-to-person transmission of COVID-19 to combat the spread of the disease; and

WHEREAS, both the Department of Health and Human Services Centers for Disease Control and Prevention ("CDC") and the White House have recommended practices to prevent the rapid spread of COVID-19. The recommendations have previously included that individuals practice social distancing by avoiding frequenting bars and taverns to curtail community spread; and

WHEREAS as of June 11, 2020, Central District Health ("CDH") has investigated a cluster of COVID-19 illnesses involving thirty-seven (37) people whose exposures have been traced to frequenting bars within Boise City on June 5 and 6, 2020; and

WHEREAS, as of June 22, 2020, Central District Health reports a significant increase in confirmed cases of COVID-19 illnesses in Ada County, reporting twenty-three (23) new cases on June 15, 2020, thirty-two (32) new cases on June 16, 2020, thirty-nine (39) new cases on June 17, 2020, 111 new cases on June 18, 2020, 128 new cases on June 19, 2020, and 135 new cases on June 20, 2020, indicating community spread; and

WHEREAS, as of June 22, 2020, test results at both Boise City wastewater treatment facilities show an increased presence of SARS-CoV-2 virus in wastewater units per liter; and

WHEREAS, on June 22, 2020, Central District Health Director, Mr. Russ Duke, issued an Order Regarding Quarantine and Restriction, and entitled “Order of the District Board of Health, Central District Health, State of Idaho” (“CDH Order: Quarantine and Restriction”).

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

WHEREAS, on June 23, 2020 the Mayor of Boise, Lauren McLean, issued Public Health Emergency Order No. 20-09, Closure of Bars; Group Size Limitation; and Airport and Public
Meeting Restrictions ("Emergency Order 20-09"); and

WHEREAS, this Amended Emergency Order No. 20-09 Closure of Bars and Nightclubs; Group Size Limitation; and Airport and Public Meeting Restrictions ("Amended Emergency Order 20-09"), provides clarity around the entities required to close for on-site consumption, as well as new requirements for public meetings.

NOW, THEREFORE, I, Lauren McLean, Mayor of Boise City, Idaho, by virtue of the authority vested in me by Boise City Code Sections 1-15-05 and 1-15-08, Idaho Code Title 50, Chapters 3 and 6, and Article XII, Section 2 of the Idaho Constitution, to protect the public hereby issue this Amended Emergency Order 20-09:

Section 1. Stay Healthy Guidelines - Stage Four – Incorporated Herein. The Stay Healthy Guidelines – Stage Four is hereby incorporated in its entirety in this Amended Emergency Order 20-09 except as otherwise specifically set forth herein.

Section 2. CHD Order: Quarantine and Restriction. The CDH Order: Quarantine and Restriction is hereby incorporated in its entirety into this Amended Emergency Order 20-09, except as otherwise specifically set forth herein.

Section 3. Businesses - Required Compliance. With the exception of bars as defined and prohibited in Section 8 of this Amended Emergency Order 20-09, all businesses that are eligible to reopen pursuant to the Stay Healthy Guidelines – Stage Four must comply with all social distancing and sanitation recommendations and requirements as provided in the Stay Healthy Guidelines – Stage Four and Section 4 of this Amended Emergency Order 20-09. Additionally, all businesses that are eligible to reopen pursuant to the Stay Healthy Guidelines – Stage Four and this Amended Emergency Order 20-09 must comply with all relevant business protocol recommendations and requirements for Stage 4 business reopening as provided for by Central District Health ("CDH") and as found at https://rebound.idaho.gov/.

Section 4. Individuals - Social Distancing and Sanitation Requirements- Required Compliance. To the extent individuals are outside of their residence, individuals must comply with Section 4 of Stay Healthy Guidelines – Stage Four, including, but not limited to:

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

B. Individuals shall:
   i. Wash hands with soap and water for at least twenty (20) seconds as frequently as possible or use hand sanitizer;
   ii. Cover coughs or sneezes (into the sleeve or elbow, not hands);
   iii. Regularly clean high-touch surfaces; not shake hands;
   iv. Stay home if sick; and
   v. Strongly consider the use of face coverings while in public.
Section 5. Group Gatherings. Public and private gatherings of individuals in groups of more than fifty (50) are prohibited. All group gatherings of less than fifty (50) people must be held in accordance with the provisions of the Stay Health Guidelines - Stage Four and Section 4 of this order.

Section 6. Airport Public Area Access. Access to the public areas of the Boise Airport terminal is restricted to individuals who can demonstrate they fall within one of the following categories:

A. Ticketed airline passengers;

B. An individual accompanying a ticketed airline passenger, provided the passenger needs assistance with arrival or departure;

C. Individuals whose employment requires access to public areas;

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

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

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

Section 7. Public Meetings. All meetings of Boise City commissions, committees, and boards are suspended except as provided in this Section 7. The following commissions, committees, and boards shall meet in accordance with the requirements of Idaho Code Section 74-203(5).

A. Boise City Council (B.C.C. Title 1, Chapter 6);

B. Planning and Zoning Commission (B.C.C. Title 2, Chapter 4);

C. Design Review Committee (B.C.C, Title 11, Chapter 2);

D. Historic Preservation Commission (B.C.C. Title 11, Chapter 2); and

E. Other commissions, committees, and boards as deemed necessary in the Mayor and Department Director's discretion or as otherwise legally required.

Section 8. Bars. All bars, as defined by B.C.C. Section 5-11-6, including nightclubs, and all non-motorized commercial touring services (i.e., bicycle bars) as defined in B.C.C. 3-13B-2, located within the Boise City limits shall close to members, guests, patrons, customers, and the general public for on-site consumption. Breweries, wineries, and distilleries are specifically exempt from this provision, provided such establishments comply with all Stay Healthy Guidelines - Stage 4 business protocols for breweries, wineries, and distilleries.

Section 9. Penalty and Enforcement. Individuals and businesses within Boise City are
urged to voluntarily comply with the Stay Healthy Guidelines - Stage Four, CDH Order: Quarantine and Restriction, and this Amended Emergency Order No. 20-09. Boise City will make efforts to educate individuals and businesses to achieve compliance. Any person who knowingly violates the provisions of CDH Order: Quarantine and Restriction may be guilty of a misdemeanor, punishable by fine, imprisonment, or both in accordance with Idaho Code, Sections 56-1003(7)(c), and 39-419. In accordance with Boise City Code Section 1-15-10, any person who knowingly violates the provisions of this Amended Emergency Order No. 20-09 shall be guilty of a misdemeanor, punishable by fine, imprisonment, or both.

Section 10. Governing Language. To the extent this Amended Emergency Order No. 20-09 is more stringent than the Stay Healthy Guidelines – Stage Four or the CDH Order: Quarantine and Restriction, the language of this Amended Emergency Order No. 20-09 shall govern.

Section 11. Costs. No person shall be entitled to recover from Boise City any costs incurred, or profits lost, as may be attributed to the enactment of this Amended Emergency Order No. 20-09.

Section 12. Severability. To the extent any provision of this Amended Emergency Order No. 20-09 or its application to any person or business is held to be invalid, the remainder of this Amended Emergency Order No. 20-09, including any application thereof, shall remain in full force and effect. To this end, provisions of this Amended Emergency Order No. 20-09 are severable.

Section 13. Other Public Health Emergency Orders. This Amended Emergency Order No. 20-09 supersedes and replaces Public Health Emergency Order 20-09, Closure of Bars; Group Size Limitation; and Airport and Public Meeting Restrictions, and 20-08, Reopening Boise City: Stage Four.

Section 14. Effective Date. This Amended Emergency Order No. 20-09 shall take effect at 12:01 a.m. on June 26, 2020, and remain in full force and effect pursuant to the provisions of Boise City Code Section 1-15-6 (E) unless it is terminated, modified or extended at an earlier date. In anticipation of the Governor, or CDH Director issuing future Stay Healthy Guidelines or Orders, the Mayor, in consultation with CDH and local healthcare providers, will monitor the state of Boise City pursuant to the gating criteria outlined at https://rebound.idaho.gov/, specifically the syndromic, epidemiologic, and healthcare indicators to determine whether this Amended Emergency Order No. 20-09 should be amended, modified or terminated.

Lauren McLean, Mayor

6/25/20

Dated
## CURRENT EXPENSE CASH PAYMENT REGISTER

**06/11/20**

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Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $1,812,409.89 (Check report June 11 2020)
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<th>Total Bank Debits (withdrawals)</th>
<th>Ending Balance 05/31/2020</th>
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* The above accounts are held at US bank.

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<th>INVESTMENTS (BOOK VALUE)</th>
<th>BALANCE ON 5/1/2020</th>
<th>NET INCREASES (DECREASES)</th>
<th>BALANCE ON 5/31/2020</th>
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<td>TOTAL BOISE CITY INVESTMENTS</td>
<td>$288,651,727.02</td>
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<td>$281,484,414.94</td>
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TOTAL CASH AND INVESTMENTS $290,763,658.55

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: Rhiannon Avery, Planning and Development Services
NUMBER: RES-226-20
DATE: June 2, 2020
SUBJECT: Financing - 6th and Grove HOME Agreements

BACKGROUND:

This resolution approves the HOME financing documents related to 6th and Grove Limited Partnership property development.

The City of Boise receives an annual entitlement from the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnerships Program (HOME). The 6th and Grove Limited Partnership has applied for financial support with the City of Boise and Idaho Housing and Finance Association (IHFA) for the acquisition, development, construction, and/or operation of a multifamily residential development consisting of 60-units, of which 45 units shall be rented to persons earning less than eighty percent (80%) of Area Median Income as determined by HUD (the "Development"). The 6th and Grove Limited Partnership, (the “Developer”) will use the following for financing the project: Low Income Housing Tax Credit Equity ($10,000,000), HOME loan ($1,495,592), and permanent financing ($3,887,623) from Rocky Mountain Community Reinvestment Corporation. The Development is estimated to cost $14,977,723. The 6th and Grove Limited Partnership is borrowing $1,495,592 in HOME loan funds from the City. The Development will include nine (9) floating HOME-assisted units. The HOME-assisted units shall be occupied by households whose annual incomes do not exceed fifty percent (50%) of the Area Median Family Income for Boise City, Idaho.

New construction projects for multifamily were included in the Five-Year Consolidated Plan. This project was included in the Annual Action Plan Program Year 2019, approved by Mayor and Council on July 17, 2019; Resolution 318-19.
CITY OF BOISE

This Resolution includes the following HOME financial documents associated with the Development:

1. **Promissory Note** in the amount of $1,495,592 by and between 6th and Grove Limited Partnership and the City of Boise City as Lender.

2. **Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Leases** between 6th and Grove Limited Partnership as Grantor, Fidelity National Title Company as Trustee, and the City of Boise City as Beneficiary.

3. **Memorandum of Restrictive Covenants** (MORC) by and between 6th and Grove Limited Partnership (Grantor), Fidelity National Title Company (Trustee) and the City of Boise City (Beneficiary). The MORC is filed against the land records of Ada County, Idaho and ensures a period of affordability of 20 years.

4. **Loan and Regulatory Agreement** by and between 6th and Grove Limited Partnership and the City of Boise City. This Agreement sets forth the respective roles and responsibilities between the parties and the HUD requirements for the use of HOME funds in the Development.

5. **Subordination Agreement** by and between 6th and Grove Limited Partnership as Borrower and City as Junior Lenders, and Mountain West Bank and Rocky Mountain Community Reinvestment Corporation as the Senior Lender. In this Agreement, the City of Boise City agrees to subordinate their loans to the Senior Lender’s loan.

6. **Completion Guaranty** by and between the City of Boise City and 6th and Grove Limited Partnership. In this Guaranty, 6th and Grove Limited Partnership, guarantees that they will pay the construction contractors in the event that 6th and Grove Limited Partnership fails to do so.

Finally, the development team has requested a draw at closing for costs incurred; the resolution will provide the approval for the reimbursement through a wire transfer at closing of these eligible costs.

The Memorandum of Restrictive Covenants, Loan and Regulatory Agreement, Subordination Agreement and Completion Guaranty must be approved by Council. The Promissory Note, Deed of Trust and Operating Deficit Guaranty do not need to be approved by Council but are included within this Resolution.

**FINANCIAL IMPACT:**

No General Fund Impact

**ATTACHMENTS:**
CITY OF BOISE

- Deed of Trust FINAL (PDF)
- Guaranty FINAL (PDF)
- MORC FINAL (PDF)
- OD Guaranty FINAL (PDF)
- Loan and Reg FINAL (PDF)
- Promissory Note FINAL (PDF)
CITY OF BOISE

Resolution NO. RES-226-20

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

A RESOLUTION APPROVING VARIOUS AGREEMENTS FOR THE USE OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR THE DEVELOPMENT OF AFFORDABLE HOUSING OPPORTUNITIES FOR INCOME ELIGIBLE FAMILIES, INCLUDING APPROVING A PROMISSORY NOTE BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A DEED OF TRUST BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A MEMORANDUM OF RESTRICTIVE COVENANTS BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A LOAN AND REGULATORY AGREEMENT BY AND BETWEEN 6TH AND GROVE LIMITED PARTNERSHIP AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT); APPROVING A SUBORDINATION AGREEMENT BY AND BETWEEN NORTHWEST 6TH AND GROVE LIMITED PARTNERSHIP, AS BORROWER, THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT) AS A JUNIOR LENDER, AND MOUNTAIN WEST BANK AND ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION, SENIOR LENDER; APPROVING A COMPLETION GUARANTY BY AND BETWEEN THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT) AND 6TH AND GROVE LIMITED PARTNERSHIP; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENTS; AUTHORIZING AND DIRECTING CITY STAFF TO DO ALL THINGS REASONABLY NECESSARY TO CLOSE THE TRANSACTIONS CONTEMPLATED IN THE SEVERAL DOCUMENTS APPROVED BY THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 307-16, adopted and approved by the Boise City Council and Mayor respectively on July 8, 2016, an application was filed with the U.S. Department of Housing and Urban Development to obtain Federal funds by which to achieve locally the objectives of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, and Title 3, Chapter 5, Boise City Code; and

WHEREAS, on April 22, 2019, the City issued an application for the HOME Investment Partnerships Program for the construction of multifamily developments in the City. Funds
originally requested from the City was $550,000 (which sum was later increased to $1,000,000 and $1,495,592, respectively), and that the City would provide a Conditional Letter of Support to the Idaho Housing and Finance Association’s (“IHFA”) Low Income Housing Tax Credit Application for the Qualified Allocation Plan; and

WHEREAS, by Resolution No. 318-19, adopted and approved by the Boise City Council and Mayor respectively on July 17, 2019, an application was filed with the U.S. Department of Housing and Urban Development to obtain Federal funds by which to achieve locally the objectives of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, and Title 3, Chapter 5, Boise City Code; and

WHEREAS, Moonlake Consulting, LLC (later to become a part of 6th and Grove Limited Partnership) submitted an application for HOME funds to develop 50 units (which later increased to sixty (60)), with forty-five (45) units for households earning less than eighty percent (80%) or less of the Area Median Income; and

WHEREAS, nine (9) of the units in the Development are designated as HOME-assisted units, and may only be rented to households at or below fifty percent (50%) of the Area Median Income; and

WHEREAS, the City has awarded One Million Four Hundred Ninety-Five Thousand Five Hundred Ninety-Two Dollars ($1,495,592) of HOME funds to 6th and Grove Limited Partnership to assist in the development of the HOME-assisted units. This project meets a housing goal identified by the City; and

WHEREAS, 6th and Grove Limited Partnership has requested a reimbursement at the time of financial closing for eligible costs incurred, not to exceed $1,420,812; and

WHEREAS, 6th and Grove Limited Partnership, asserts its willingness and qualifications to assist the City of Boise in attaining its housing objectives and to abide by the rules and regulations associated with such a HOME loan.

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

Section 1. That the Promissory Note in the amount of One Million Four Hundred Ninety-Five Thousand Five Hundred Ninety-Two Dollars ($1,495,592) by and between 6th and Grove Limited Partnership, as Borrower and the City of Boise City as Lender, a copy of which is attached hereto and is incorporated herein by this reference, shall be, and hereby is, approved as to both form and content.

Section 2. That the Leasehold Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Leases by and between 6th and Grove Limited Partnership, as Grantor, Fidelity National Title Company as Trustee, and the City of Boise City as Beneficiary, a copy of which is attached hereto and is incorporated herein by this reference, shall be, and hereby is, approved as to both form and content.
Section 3. That the Memorandum of Restrictive Covenants by and between the City of Boise City and 6th and Grove Limited Partnership, a copy of which is attached hereto and is incorporated herein by this reference, shall be, and hereby is, approved as to both form and content.

Section 4. That the Loan and Regulatory Agreement by and between the City of Boise City and 6th and Grove Limited Partnership, a copy of which is attached hereto and is incorporated herein by this reference, shall be, and hereby is, approved as to both form and content.

Section 5. That the Subordination Agreement by and between the City of Boise City and Northwest Valor Pointe, LLC, and US Bank, a copy of which is attached hereto and is incorporated herein by this reference, shall be, and hereby is, approved as to both form and content.

Section 6. That the Completion Guaranty by and between the City of Boise City and 6th and Grove Limited Partnership, a copy of which is attached hereto and is incorporated herein by this reference, shall be, and hereby is, approved as to both form and content.

Section 7. That the Mayor and City Clerk, respectively, shall be, and hereby are, authorized to execute and attest the documents approved in Section 3, Section 4, Section 5, and Section 6. The City is not required to execute the documents approved in Sections 1 and 2.

Section 8. That City staff shall be, and hereby are, authorized and directed to do all things reasonably necessary to close the several transactions contemplated in the documents that are approved by this resolution, including (but not limited to) recording the documents in the official records of Ada County, Idaho.

Section 9. That this resolution shall be in full force and effect immediately upon its adoption and approval.
After Recording
Return to:

City of Boise City
c/o Housing and Community Development Division
Department of Planning and Development Services
150 North Capitol Boulevard, 2nd Floor
Boise, Idaho, 83706

FOR RECORDING INFORMATION

DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING
AND
ASSIGNMENT OF RENTS AND LEASES

THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this “Deed of Trust”) made this ________ day of June, 2020, by and among: 6th and Grove Limited Partnership, an Idaho limited partnership (“Grantor”), whose address is 999 West Main Street, Suite 1400, Boise Idaho 83702, Fidelity National Title Company, 485 East Riverside Drive, Suite 200, Eagle, Idaho 83616 (“Trustee”); and the City of Boise City, a municipal corporation of the State of Idaho, by and through the Housing and Community Development Division, Department of Planning and Development Services, whose address is 150 North Capitol Boulevard, Boise, Idaho, 83702 (“Beneficiary”).

WITNESSETH

That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, all of Grantor’s present and future estate, right, title and interest in that real property located the County of Ada, State of Idaho, described in Exhibit A attached hereto and made a part hereof, (the “Land”) and containing not more than forty (40) acres; which Land description shall be amended upon the filing of the condominium plat for the Project (defined below) and this Deed of Trust shall be amended and re-recorded.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

AND TOGETHER with: (i) all the buildings, structures and other improvements now or hereafter erected in, on, over, under and/or appurtenant to the Land; (ii) all building materials, supplies and equipment now or hereafter located on the Land and suitable or intended to be incorporated or installed in any building, structure or other improvement erected or to be erected in, on, over, under and/or appurtenant to the Land; (iii) all lighting, heating, ventilating, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines and machinery, boilers, ranges, ovens, dishwashers, carpeting, mirrors, mantels, furnaces, oil burners, elevators and motors, refrigeration, electrical equipment, storm and screen windows, doors, awnings, and shades and all other fixtures of every description now or hereafter found or used in, on, over, under and/or appurtenant to the Land or any improvement thereon; (iv) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds of or to any or all of the foregoing; and (vi) all hereditaments, easements, appurtenances, royalties and mineral, oil and gas rights now and hereafter pertaining to the Land or any improvement or fixture thereof (all of the foregoing, together with the Land, are herein called the “Property” or the “Project”).

Attachment: Deed of Trust FINAL (RES-226-20 : Financing - 6th and Grove HOME Agreements)
FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note (hereinafter “Note”), of even date herewith, executed by Grantor in the sum of up to ONE MILLION FOUR HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED NINETY-TWO and No/100 Dollars ($1,495,592.00), together with interest thereon in accordance with the Note, final payment due on June ____, 2060, and to secure payment of any notes, drafts, or other instruments representing such further loans, advances, or expenditures together with interest on all such sums at the rate therein provided and for the purpose of securing Grantor’s performance of Grantor’s obligations under that certain Loan and Regulatory Agreement between Grantor and Beneficiary of even date herewith (the “Loan Agreement”). Provided, however, that the making of such further loans, advances, or expenditures shall be optional with Beneficiary and provided, further, that it is the express intention of the parties to this Deed of Trust that the Deed of Trust shall stand as continuing security until Beneficiary is paid for all such advances together with interest. The indebtedness evidenced by the Note, or any instrument issued in substitution therefore or in renewal or as a refinancing thereof, are collectively referred to herein as the “Indebtedness.” This Deed of Trust, the Note, the Loan Agreement, and any other documents or instruments required by City in connection with the Indebtedness are referred to collectively herein as the “Loan Documents.”

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To keep the Property in good condition and repair; not to remove or demolish any improvement thereon; to complete or restore promptly and in good and workmanlike manner any improvement which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including, without limitation, cost of evidence of title and attorneys’ fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

3. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from the date of expenditure at the rate specified in the Note.

4. Should Grantor fail to make any payment or to do any act as herein provided, then, after written notice is delivered to Grantor and expiration of all applicable cure periods provided in the Loan Documents, Beneficiary or Trustee, but without obligation to do so, and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary and Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien, which, in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay counsel’s reasonable fees.

B. GRANTOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. PAYMENT OF INDEBTEDNESS AND COMPLIANCE WITH OTHER AGREEMENTS.
Subject to the notice and cure rights provided to Grantor in the Loan Documents, Grantor shall pay promptly when due the principal of on the Note and all other Indebtedness, as of the stated maturity date or dates, or earlier in the event of acceleration. Subject to the notice and cure rights provided to Grantor in the Loan Documents, Grantor shall promptly and faithfully observe all of Grantor’s obligations hereunder, and shall permit or suffer no default to occur under the Loan Agreement and any other agreement now in effect or hereafter made between Grantor and Beneficiary with respect to the transaction evidenced by the Note and this Deed of Trust. The provisions of the Note and the agreements itemized in this paragraph are hereby incorporated by reference into this Deed of Trust, as fully as if set forth at length herein.
2. **COMPLIANCE WITH LAWS.** The improvements made and to be made upon the Land above described and all plans and specifications shall comply with all municipal ordinances and regulations made or promulgated by lawful authority, and the same shall upon completion comply with all such municipal ordinances and regulations and with all rules of the applicable fire rating or inspection organization, bureau, association or office, which are now or may hereafter become applicable.

3. **USE OF PROPERTY.** Grantor shall not permit or suffer the use of any of the Property for any purpose other than the use for which is intended at the time of execution of this Deed of Trust. Grantor shall keep the buildings and other improvements now or hereafter erected in, on, over, under and/or appurtenant to the Land in good repair and condition, ordinary depreciation excepted. Grantor shall not commit or permit waste, shall not materially alter the design or structural character of any building and other improvements now or hereafter erected on the Land without the prior written consent of Beneficiary, shall not do any act or thing which would unduly impair or depreciate the value of the Property, and shall not abandon the Property unless such abandonment is the result of force majeure or other act or event not in Grantor’s reasonable control. In the event of the failure of Grantor to keep the buildings or other improvements in good repair, Beneficiary and Trustee may, after notice is delivered to Grantor and the expiration of all applicable cure periods under the Loan Documents, make such repairs at Grantor’s expense as in Beneficiary's discretion it may deem necessary for the proper preservation thereof, and any sums paid for such repairs shall bear interest from the date of payment at the rate specified in the Note, shall be due and payable on demand, and shall be fully secured by this Deed of Trust. Grantor shall not remove from the Land any fixtures or personal property included in the Property unless the same is immediately replaced with like property, subject to the lien and security interest of this Deed of Trust, of at least equal value and utility. Grantor shall comply with all present and future laws, ordinances, regulations and requirements of any governmental body applicable to the Property and to the occupancy and operation thereof.

4. **GRANTOR'S DUTY TO PAY TAXES.** Grantor shall pay, before a fine or penalty might attach for nonpayment thereof, all taxes, assessments and all other charges whatsoever levied upon or assessed, placed or made against the Property. Grantor likewise shall pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Deed of Trust, or the recordation hereof, or the Indebtedness secured hereby. In the event of the passage after the date of this Deed of Trust of any applicable law, creating or providing for any tax, assessment or charge which may not be lawfully paid by Grantor, the Indebtedness secured hereby, together with interest due thereon, shall, at the option of Beneficiary, become immediately due and payable.

5. **GRANTOR'S DUTY TO PAY UTILITIES.** Grantor shall pay all charges made by utility companies, public or private, for, without limitation, electricity, gas, heat, water or sewer furnished to or used in connection with the Property and, upon written request by Beneficiary, shall promptly deliver to Beneficiary receipts for the payment of such charges.

6. **INSURANCE.** At Grantor’s own expense, Grantor shall maintain for the benefit of Beneficiary title insurance insuring the interest of Beneficiary in the Property and shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and such other hazards, casualties, and contingencies, and shall provide and pay for comprehensive general liability insurance, as set forth in the Loan Agreement, and in default thereof Beneficiary shall have the right to effect insurance at the expense of Grantor. Such policies shall comply with all requirements set forth in the Loan Agreement.

If the Property, or any part thereof, shall be damaged by fire or other insured hazard, the amounts paid by any insurance company shall be paid to Beneficiary, to the extent of the Indebtedness, then remaining unpaid, and, at the option of Beneficiary, all or any part of such amount may be applied in reduction of the Indebtedness or released for the repairing or rebuilding of the Property; provided that, so long as Grantor determines, in its reasonable discretion, that such proceeds together with any other funds provided by Grantor are sufficient to repair or restore the Property to substantially the condition it was in prior to such loss, then the insurance proceeds shall be released to Grantor for such repair and restoration. All policies of insurance and any and all refunds of unearned premiums are hereby assigned to Beneficiary as additional security for the payment of the Indebtedness. In the event of sale by Trustee hereunder, all right, title and interest of Grantor in and to any insurance policies then in force shall pass to the purchaser on such sale.
7. ESCROW FOR TAXES, INSURANCE AND OTHER CHARGES. This paragraph is not applicable.

8. NO SALE OR LEASE. It is hereby expressly agreed by Grantor that Grantor shall not sell, lease, or otherwise encumber the Property without the express written consent of Beneficiary, which consent may be given, subject to the payment of expenses and other conditions of Beneficiary, in cases of:
   a. Receipt of a prepayment of the Note in conformity with the prepayment requirements of Beneficiary as set forth in the Note and the Loan Documents;
   b. Grant of easements, licenses or rights-of-way over, under or upon the Property which, in the opinion of Beneficiary, do not destroy or diminish the Property’s usefulness for the purpose intended;
   c. Lease of the Property or a part thereof to a third party for the purpose of operation of a housing development, provided that the lessee is approved by Beneficiary and such lease is permitted by law and is subject to all of the terms, provisions and limitations of this Deed of Trust;
   d. Sale to another eligible Grantor approved by resolution of Beneficiary, who assumes all obligations of the original Grantor under this Deed of Trust and accompanying Loan Documents, in which case Beneficiary may, in Beneficiary’s discretion, release the original Grantor.

Notwithstanding the foregoing to the contrary, any transfer permitted by the Loan Agreement or the Permitted Senior Loans, as that term is defined in the Loan Agreement, shall be permitted without the consent of Beneficiary; provided, however, that Grantor shall provide Beneficiary with notice of any such change.

9. NO JUNIOR FINANCING. Grantor shall not, without the prior written consent of Beneficiary, grant or create any deed of trust lien or consensual security interest on the Property other than the lien and security interest of this Deed of Trust, and the Permitted Senior Loans, or as otherwise approved by Beneficiary.

10. LIENS. Grantor shall keep the Property free from all liens, other than those Permitted Senior Loans or the Permitted Exceptions, as that term is defined in the Loan Agreement, and upon written demand of Beneficiary, shall promptly pay and procure the release of any lien not expressly approved by Beneficiary, whether arising prior or subsequent to the execution of this Deed of Trust, which in any way may, in the judgment of Beneficiary, impair the security of this Deed of Trust; but Grantor need not discharge any such lien so long as Grantor shall, subject to the approval of Beneficiary, agree to pay the obligation secured by such lien in a manner acceptable to Beneficiary, shall post an acceptable payment bond or obtain an additional title insurance endorsement or shall, subject to approval of Beneficiary, in good faith contest such lien by appropriate legal proceedings effective to prevent the enforcement of the lien and the loss of any of the Property.

11. BENEFICIARY’S OPTION TO PAY. In the event of Grantor's failure to pay any sums provided for in this Deed of Trust, and after written notice is delivered to Grantor and expiration of all applicable cure periods under the Loan Documents, Beneficiary, at Beneficiary’s option, may pay the same. All sums paid by Beneficiary shall be added to the Indebtedness and shall bear interest from the date of payment by Beneficiary at the same rate specified in the Note and shall be due and payable on demand.

12. PROTECTION OF BENEFICIARY’S SECURITY. If Grantor fails to perform any of the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which does or may adversely affect the Property or the interest of Grantor or Beneficiary therein, or the title of Grantor thereto, then, after written notice is delivered to Grantor and expiration of all applicable cure periods under the Loan Documents, Beneficiary or Trustee, at Beneficiary's option, and without waiving other remedies, may perform such covenants and agreements, defend against and/or investigate such actions or proceedings, and take such other action as Beneficiary deems necessary to protect Beneficiary's interest. Grantor irrevocably authorizes and empowers Beneficiary or Trustee to enter upon the Property as Grantor's agent and, in Grantor's name or otherwise, to perform any and all covenants and agreements to be performed by Grantor as herein provided. Beneficiary or Trustee shall,
at Beneficiary’s option, be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Beneficiary under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Deed of Trust.

13. CONDEMNATION. Grantor hereby irrevocably assigns to Beneficiary any award or payment which becomes payable by reason of any taking of the Property, or any part thereof, either temporarily or permanently, in or by condemnation or other eminent domain proceedings or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings. Grantor shall file and prosecute in good faith and with due diligence what would otherwise be Grantor’s claim in any such award or payment and shall cause the same to be collected and paid over to Beneficiary, and Grantor irrevocably authorizes and empowers Beneficiary, in the name of Grantor or otherwise, to file, prosecute, settle or compromise any such award or payment and shall cause the same to be collected and paid over to Beneficiary, and Grantor irrevocably authorizes and empowers Beneficiary, in the name of Grantor or otherwise, to file, prosecute, settle, or compromise any such claim and to collect, receipt for and retain the same. The proceeds of the award of payment may, after deducting all reasonable costs and expenses which may have been incurred by Beneficiary in the collection thereof, at the reasonable discretion of Beneficiary, be released to Grantor, applied to restoration of the Property or applied in reduction of the Indebtedness secured hereby; provided that, so long as Grantor determines, in its reasonable discretion, that such award proceeds together with any other funds provided by Grantor are sufficient to repair or restore the Property to substantially the condition it was in prior to such loss, then the such condemnation award proceeds shall be released to Grantor for such repair and restoration.

14. INSPECTION. Beneficiary, Trustee or their agents, may at all reasonable times enter upon the Property for the purpose of inspection. Beneficiary and Trustee shall have no duty to make such inspection and shall not be liable to Grantor or any person in possession in making such inspection. Beneficiary, or Beneficiary’s agents, shall also have the right at all reasonable times, to examine the books and records of Grantor pertaining to the Property and to make extracts therefrom and copies thereof.

15. NO DISCRIMINATION. Grantor shall not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Property on the basis of race, creed, color, religion, handicap, familial status gender, gender identity/expression, sex, and/or sexual orientation.

16. SECURITY AGREEMENT. This Deed of Trust, to the extent permitted by law, shall constitute a security agreement with respect to (and Grantor hereby grants Beneficiary a security interest in) all personal property and fixtures included in, or located upon, the Property other than personal property owned by the tenants of the Property. Grantor shall from time to time, at the request of Beneficiary, execute any and all financing statements covering such personal property and fixtures (in a form satisfactory to Beneficiary) which Beneficiary may reasonably consider necessary or appropriate to further perfect Beneficiary’s interest. Grantor shall pay to Beneficiary, on demand, the amount of any and all costs and expenses (including reasonable attorneys’ fees and legal expenses) paid or incurred by Beneficiary in connection with the exercise of any right or remedy referred to in paragraph B.20. hereof. Further:

a. Grantor and Beneficiary agree that the filing of any such financing or continuation statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Property and/or adopted for use therein and which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate to the fullest extent of the law irrespective of whether: (i) any such item is physically attached to the improvements; (ii) serial numbers are used for the better identification of certain equipment or items capable of being thus identified in a recital contained in this Deed of Trust or in any list filed with Beneficiary; or (iii) any such item is referred to or reflected in any such financing or continuation statement so filed at any time.
b. Upon any default of Grantor, Beneficiary may use any of the said personal property for any purpose for which Grantor could have used it or with respect to the construction, financing, management, use, operation or occupancy of any improvements on the Property, and Grantor hereby irrevocably appoints Beneficiary as Grantor’s attorney-in-fact to exercise (but Beneficiary shall not be obligated to and shall incur no liability to Grantor or any third party for failure so to exercise) any and all rights and powers which Grantor might exercise with respect to any of such personal property. Grantor agrees to reimburse Beneficiary on demand for any and all costs and expenses, including without limitation reasonable attorneys’ fees, which Beneficiary may incur while acting as Grantor’s attorney-in-fact hereunder, together with interest thereon at a rate equal to the rate on the Note, all of which costs and expenses and interest thereon shall be secured by this Deed of Trust and any other documents or agreements now or hereafter securing the Note. Beneficiary shall also have all other rights and remedies with respect to any of said personal property or the enforcement of the security interest upon default by Grantor as provided under applicable law (including, without limitation, the Idaho Uniform Commercial Code) to a secured creditor, including, without limitation, the right to notify any account holder, account debtor or depository to make payment directly to Beneficiary, and the right to foreclose or otherwise enforce Beneficiary’s security interest in any manner permitted by applicable law or provided for herein, all of which rights and remedies shall be cumulative and in addition to all rights, powers, and remedies which Beneficiary at any time may have under the other instruments, agreements or documents now or hereafter securing or relating to the Note. Without limiting the foregoing, in the event that Beneficiary elects to sell or dispose of or cause to be sold or disposed of any of the said personal property at any one or more public or private sales as permitted by applicable law, such sale or disposition may, in the discretion of Beneficiary, be made together with or separately from any sale of any real property encumbered hereby, and any such sale or disposition may be conducted by an employee or agent of Beneficiary or Trustee. In exercising any such remedies Beneficiary may sell all the personal property and/or the Property as a unit even though the sales price thereof may exceed the amount remaining unpaid by Grantor. Any person, including Grantor, and Beneficiary, shall be eligible to purchase any part or all of the said personal property at any such sale or disposition.

c. Expenses of retaking, holding, preparing for sale, selling and the like shall be borne by Grantor and shall include Beneficiary’s and Trustee’s attorneys’ fees and legal expenses. Grantor, upon demand of Beneficiary and at Grantors cost and expense, shall assemble said personal property and make it available to Beneficiary at the Property, a place which is hereby deemed to be reasonably convenient to Beneficiary and Grantor. Beneficiary shall give Grantor at least ten (10) business days’ prior written notice of the time and place of any public sale or other disposition of any personal property or of the time of or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Grantor, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Grantor under the Idaho Uniform Commercial Code or any other applicable law.

17. PREPAYMENT. All or any part of the principal amount of the Note may be prepaid at any time without the payment of penalties or premiums, with 6 month’s prior written notice to Beneficiary. In the event the Note is prepaid for any reason whatsoever, such prepayment does not excuse Grantor from compliance with any applicable regulations for the Federal term of affordability.

18. EVENTS OF DEFAULT. Each of the following occurrences shall constitute an event of default hereunder after delivery of notice to Grantor and expiration of all applicable cure periods (“Event of Default”):

a. Any warranty of title made by Grantor in this Deed of Trust shall be broken and such failure shall continue for thirty (30) calendar days or such longer period as is reasonably necessary for Grantor to effect a cure, provided that curative action is commenced within the above stated cure period and diligently prosecuted;

b. Any covenant, representation or warranty made by Grantor in any of the agreements identified or referred to in paragraph B.1. or in any financial statements or reports submitted to Beneficiary
by or on behalf of Grantor, shall not be fully performed by Grantor or shall, in the case of a representation or warranty, prove false or materially misleading and such failure shall continue for thirty (30) calendar days or such longer period as is reasonably necessary for Grantor to effect a cure, provided that curative action is commenced within the above stated cure period and diligently prosecuted;

c. Grantor shall sell, transfer, or assign the Property;

d. The Property is no longer providing affordable housing according to 24 CFR Part 92;

e. An Event of Default shall occur (and is not cured) under the Loan Documents; and/or

Notwithstanding anything to the contrary contained herein, Beneficiary and Trustee shall provide Grantor notice of any Event of Default and Grantor shall be provided thirty (30) days to cure any such Event of Default (or such longer period as is reasonably necessary to cure such Event of Default, provided that the Grantor proceeds with due diligence to cure such Event of Default).

19. ACCELERATION; REMEDIES. Upon the occurrence of any Event of Default, and after expiration of all applicable cure periods under the Loan Documents, Beneficiary may, at Beneficiary’s option, exercise one or more of the following rights and remedies available to it:

a. Beneficiary may declare immediately due and payable all unmatured Indebtedness secured by this Deed of Trust, and the same shall thereupon be immediately due and payable, upon written notice or demand; and

b. Beneficiary shall have and may exercise with respect to all personal property and fixtures which are part of the Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Idaho. If notice to Grantor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in paragraph B.21.) at least ten (10) business days prior to the date of intended disposition; and

c. Beneficiary may (and is hereby authorized and empowered to) cause Trustee to institute the procedures for sale of the Property pursuant to paragraph C.3. below.

20. FORBEARANCE NOT A WAIVER; RIGHTS AND REMEDIES CUMULATIVE. Any delay by Beneficiary in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly or serially (in any order) or concurrently, and as often as the occasion therefor arises. Beneficiary’s taking action pursuant to paragraph B.3., B.11., or B.12., or receiving proceeds, awards or damages pursuant to paragraph B.6., B.12., or B.13., shall not impair any right or remedy available to Beneficiary under paragraph B.19.

21. NOTICES. Except as otherwise provided herein, whenever any approval or notice on behalf of Beneficiary is required under this Deed of Trust, or whenever any action on behalf of Beneficiary is required or permitted, the Manager of Federal Funds through the Department of Housing and Urban Development of Beneficiary, shall have the power and right to approve, give notice or act on behalf of Beneficiary. Any notice given hereunder shall be in writing and sent by registered or certified mail, with all postage charges prepaid, as follows:

If to Grantor: 6th and Grove Limited Partnership
999 West Main Street, Suite 1400
Boise, ID 83702
Attn: Bill Truax
With a copy to: Bryan W. Aydelotte, Esq.
Lobo ROJO, PLLC
1817 North Annadale Way
Meridian, Idaho 83616

PO Box 733
Boise, Idaho 83701
Attn: J. Dean Papé

BCP/6th and Grove, LLC
c/o Boston Capital Partners
One Boston Place
21st Floor
Boston, Massachusetts 02108
Attention: Asset Management (6th and Grove)

Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attn: Douglas Clapp, Esq.

If to Beneficiary:
City of Boise City
c/o Housing and Community Development Division
Department of Planning and Development Services
150 North Capitol Boulevard, 2nd Floor
Boise, Idaho 83702
Attention: Grants and Loans Manager

If to Trustee:
Fidelity National Title Company
485 East Riverside Drive Suite 200
Eagle, Idaho 83616

Service of such notice shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the third (3rd) day after the date of mailing, whichever is earlier in time. The above addresses for notice may be changed from time to time by giving notice to the other party as hereinabove provided.

22. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by the laws of the State of Idaho. In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect any other provision of this Deed of Trust which can be given effect without the conflicting provisions, and to this end the provisions of the Deed of Trust are declared to be severable.

23. MISCELLANEOUS RIGHTS OF BENEFICIARY. Beneficiary may at any time and from time to time, release any person liable for the payment of any Indebtedness, extend the time or agree to alter the terms of payment of any Indebtedness, release any property securing any Indebtedness, consent to the making of any plat or map of the Property or the creation of any easement thereon or any covenants restructuring use or occupancy thereof other than the initial condominium plat to be recorded by Borrower, or agree to alter or amend the terms of this Deed of Trust in any way, all without in any way affecting the liability of any person (other than the person so released) or the validity or priority of this Deed of Trust (except as it covers property so released). Any personal property remaining upon the Property, after the Property has been possessed or occupied by Trustee, Beneficiary, or purchaser at Trustee's sale or their agents following sale by Trustee shall be conclusively presumed to have been abandoned by Grantor. Neither the Note nor this Deed of Trust securing it may be pledged, transferred or assigned by Beneficiary without the prior written consent of Grantor, which consent may be granted or withheld in the sole
discretion of Grantor. In addition, Grantor or its affiliate shall have a right of first refusal to purchase the Note on the same terms and conditions as offered by any bona fide prospective third-party purchaser.

The interest rate, payment terms, and balance due with respect to the loan secured by this Deed of Trust may be indexed, adjusted, renewed or renegotiated in accordance with the terms of the Note and the Loan Documents and/or on account of any extensions or renewals of the Note. Payments of principal, interest or both may be deferred at Beneficiary’s sole discretion.

24. OTHER DEBT. This Deed of Trust shall also secure, and the Indebtedness shall also include, all other advances hereof or at any time hereafter made to Grantor by Beneficiary and all other Indebtedness of every type and description now or hereafter owed to Beneficiary by Grantor, unless (in the case of any such advance or Indebtedness) Beneficiary has otherwise agreed in writing. Beneficiary shall not be obligated to make any such advance or to permit or suffer the creation of any such Indebtedness.

25. ENVIRONMENTAL MATTERS.

a. Grantor warrants that Grantor has not, and shall not, placed or brought in, on, under, over and/or about the Land, nor permitted to be placed or brought onto the Land, hazardous substances (as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et. seq. or materials (including, without limitation, petroleum products) the removal of which is required or the maintenance of which is prohibited or penalized by any applicable local, state or federal law, ordinance, rule, regulation or requirement and, except as otherwise provide in that certain Update to Phase I Environmental Site Assessment for 116 South 6th Street, Boise, Idaho, 83702, dated April 8, 2020, prepared by Materials Testing & Inspection, the Land is free of all such hazardous substances and materials. Grantor shall not permit any such hazardous substances or materials to be in, on, under, over and/or about the Land and, if found located thereon, shall cause the same to be immediately removed.

b. Grantor acknowledges that Grantor is responsible for compliance with all applicable local, state and federal environmental laws, ordinances, rules, regulations and requirements (collectively, “Environmental Laws”). In the event that Grantor does not expeditiously proceed with any compliance required by any local, state or federal authority under the applicable Environmental Laws, Beneficiary, immediately after notice to Grantor, may elect to undertake such compliance. The costs of compliance with any applicable Environmental Laws (including the costs of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and attorneys’ fees) shall be secured by this Deed of Trust and be due and payable on demand with interest thereon at a rate per annum equal to two percent (2%) over the then current prime lending rate of the largest commercial bank in Idaho from the date such cost is incurred. There shall be unlimited recourse to Grantor to the extent of any liability incurred by Beneficiary with respect to any breaches of the provisions of this Deed of Trust pertaining to environmental matters and with respect to the indemnification in paragraph B.26.(c).

c. Grantor shall indemnify and defend and hold Beneficiary harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys’ fees and costs incurred in the investigation, defense and settlement of claims) Beneficiary may incur, directly or indirectly, as a result of or in connection with the assertion against Beneficiary of any claim relating to the presence or removal of any hazardous substance or other regulated material, or compliance or non-compliance with any applicable Environmental Laws, whether before, during or after the term of this Deed of Trust, including claims relating to personal injury or damage to personal property; provided that the indemnity provided under this paragraph shall not apply if the loss, cost, damage or expense is the result of Beneficiary’s intentional or willful misconduct or gross negligence. Furthermore, notwithstanding the foregoing, Grantor shall not be obligated to indemnify Beneficiary for any loss, cost, damage, or expense first occurring after Grantor no longer holds real or beneficial title to the Land or the Indebtedness has been paid in full, and the Period of Affordability has expired.
26. **SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements contained herein shall bind, and the rights conferred hereby shall inure to, the respective heirs, legal representatives, successors and assigns of Trustee, Beneficiary, Grantor, and any other parties hereto. Whenever used, the singular number shall include the plural, and the plural the singular; and the use of any gender shall apply to all genders. All covenants and agreements of Grantor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof. Grantor shall not assign Grantor’s interest hereunder without the written permission of Beneficiary.

C. **IT IS MUTUALLY AGREED THAT:**

1. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment of Trustee’s fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”

2. a. As additional security, Grantor hereby gives, assigns and confers upon Beneficiary the right, power and authority, during the continuance of this Deed of Trust, in and to: (i) any and all present and future leases or tenancies, whether written or oral, covering or affecting any or all of the Property, or all or any part of any present or future improvements located on the Property, together with any and all extensions, modifications and renewals thereof (all of which are hereinafter collectively referred to as the “Leases” and singularly referred to as “Lease”); and (ii) all rents, issues, profits and other payments of every kind due or payable and to become due or payable to Grantor, by virtue of the Leases, or otherwise due or payable or to become due and payable to Grantor as the result of any use, possession or occupancy of any portion or portions of the Property (all of which are hereinafter collectively referred to as “Rentals”), whether the Rentals accrue before or after foreclosure of this Deed of Trust or during any period of redemption thereof, if any, reserving unto Grantor the right, after any default by Grantor in payment of any Indebtedness secured hereby or in performance of any agreement hereunder, and after expiration of all applicable cure periods under the Loan Documents, to collect, but not more than one month in advance, and retain such Rentals, issues, profits and other payments as they become due and payable. Upon any such default, and after expiration of all applicable cure periods under the Loan Documents, Beneficiary may at any time after 10 business days written notice, either in person, by agent, with or without bringing any action or proceedings, or by a receiver to be appointed by the court, and without regard to the adequacy of any security for the Indebtedness hereby secured enter upon and take possession of the Property or any part thereof, make, enforce, modify and accept surrender of Leases; obtain or evict tenants, fix or modify Rentals, in Beneficiary’s own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses, of operation and collection, including reasonable attorneys’ fees, upon any Indebtedness secured hereby, and in such order as Beneficiary may determine. Grantor hereby consents to the appointment of a receiver upon application by Beneficiary for such purpose, and Grantor also consents to entry of a mandatory injunction requiring it to give effect to the provisions of this paragraph. Beneficiary may give notice to any or all tenants under the Leases, authorizing and directing payment or other action in either Beneficiary's or Grantor's name, and Grantor shall join in giving such notice if requested to do so by Beneficiary. If a tenant receives such a notice and makes payment pursuant thereto, it shall be conclusively presumed, as between Grantor and such tenant that the tenant is entitled to make such payment to Beneficiary, and that such payment constitutes payment of Rentals under the Lease in question. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Beneficiary shall not be obligated to perform or discharge nor does Beneficiary hereby undertake to perform or discharge, any obligation, duty or liability under any Lease, or under or by reason of this paragraph, and Grantor shall and does hereby agree to indemnify Beneficiary against and hold Beneficiary harmless of and from any and all liability, loss or damage which Beneficiary may or might incur under any Lease or under or by reason of this paragraph (including, without limitation, any liability under Idaho law or any other
statute, ordinance, rule or regulation) and of and from any and all claims and demands whatsoever which may be asserted against Beneficiary by reason of any alleged obligation or undertaking on Beneficiary’s part to perform or discharge any of the terms, covenants or agreements contained in any Lease, or by reason of exercise of any of Beneficiary’s rights or remedies hereunder; should Beneficiary incur any such liability, loss or damage under any Lease or under or by reason of this paragraph, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys’ fees, together with interest thereon at the rate then in effect for the Note, shall be secured hereby and Grantor shall reimburse Beneficiary therefor immediately upon demand; provided that the indemnity provided under this paragraph shall not apply if the loss, cost, damage or expense is the result of Beneficiary’s intentional or willful misconduct or gross negligence.

b. In connection with the foregoing, Grantor further agrees, covenants and/or warrants as follows:

1) To faithfully abide by, perform and discharge each and every obligation covenant and agreement, which Grantor is now, or hereafter becomes, liable to observe or perform under any Lease, at the sole cost and expense of Grantor; to give prompt written notice to Beneficiary of any notice of default on the part of Grantor received by Grantor from a tenant under any Lease; and at the sole cost and expense of Grantor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by each tenant under the Leases; except as in the ordinary course of Grantor’s business, not to modify, extend or in any way alter the terms of any Lease or accept a surrender thereof without the consent of Beneficiary, which shall not be unreasonably withheld; and, except as in the ordinary course of Grantor’s business, not to waive, excuse, condone or in any manner release or discharge the tenant under any Lease of or from the obligations, covenants, conditions and agreements by said tenant to be performed, including the obligation to pay the Rental called for under each Lease in the manner and at the time specified herein.

2) At Grantor’s sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Grantor or any tenant or obligor thereunder, and to pay all costs and expenses of Beneficiary, including reasonable attorneys’ fees, in any such action or proceeding in which Beneficiary may appear or with respect to which Beneficiary may incur costs.

3) Should Grantor fail to: (i) perform Grantor’s obligations under any Lease; (ii) require performance by any tenant under any Lease; (iii) appear in or defend any action arising under any Lease; or (iv) otherwise to perform Grantor’s obligations hereunder, then Beneficiary, after expiration of all applicable cure periods under the Loan Documents, upon 10 business days written notice or demand on Grantor and without releasing Grantor from any obligation hereof, may (without obligation so to do) take such action as Beneficiary deems expedient and proper to remedy such failure and to protect the security hereof. Beneficiary’s powers include specifically, without limiting Beneficiary’s general powers: (i) the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary; (ii) the right to perform and discharge each and every obligation, covenant and agreement of Grantor contained in the Leases; and (iii) the right to pay necessary costs and expenses, employ counsel, and pay reasonable attorneys’ fees in the exercise of any of the powers granted to Beneficiary hereunder; and (iv) otherwise to perform Grantor’s obligations hereunder. Grantor hereby grants Beneficiary an irrevocable power of attorney to perform all of the acts and things provided for in this paragraph as Grantor’s agent and in Grantor’s name.

4) Beneficiary’s powers include specifically, without limiting Beneficiary’s general powers: (i) the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary; (ii) the right to perform and discharge each and every obligation, covenant and agreement of Grantor contained in the Leases; (iii) the right to
pay necessary costs and expenses, employ counsel, and pay reasonable attorneys’ fees in the exercise of any of the powers granted to Beneficiary hereunder. Grantor hereby grants Beneficiary an irrevocable power of attorney to perform all of the acts and things provided for in this paragraph as Grantor's agent and in Grantor's name; (iv) and otherwise to perform Grantor’s obligations hereunder, then Beneficiary, after expiration of all applicable cure periods under the Loan Documents, upon 10 business days written notice or demand on Grantor and without releasing Grantor from any obligation hereof, may take such action as Beneficiary may deem expedient and proper to remedy such failure and to protect the security hereof.

5) To pay immediately upon demand all sums expended by Beneficiary under the authority hereof as provided in paragraph B.11. hereof.

6) To execute such financing statements as requested by Beneficiary to perfect Beneficiary’s interest hereunder.

7) Except as required by the Permitted Senior Loans, Grantor has not executed any prior assignment of its right, title and interest in any Lease or in any of the Rentals and has not otherwise encumbered any of the Leases or Rentals, and shall not hereafter transfer or assign, or in any manner encumber any of the Leases or Rentals, unless otherwise agreed to in writing by Beneficiary.

8) Except as otherwise agreed to by Beneficiary in writing or as required by the Permitted Senior Loans, Grantor has not performed any act or executed any instrument, and is not bound by any law, charter or agreement which might prevent Beneficiary from exercising any of Beneficiary’s powers or rights under any of the terms and conditions hereof, or which would limit Beneficiary in such exercise.

9) Grantor shall not collect or accept any Rentals for the use or occupancy of the Property for more than one month in advance. Security deposits shall not be deemed Rentals for the purpose of this paragraph but shall be used solely for their intended purpose. Grantor shall comply in all respects with the provisions of any applicable law, order, ordinance or regulation imposing obligations on landlords, including without limitation, the laws of the State of Idaho, the regulations of Beneficiary and, if applicable, the regulations of the U.S. Department of Housing and Urban Development or any successor agency or instrumentality.

10) Grantor shall transfer and assign to Beneficiary, upon written notice by Beneficiary, any and all specific Leases that Beneficiary requests. Such transfer or assignment by Grantor shall be upon the same or substantially the same terms and conditions as are herein contained, and Grantor shall properly file or record such assignments, at Grantor's expense, if requested by Beneficiary.

11) Grantor shall at all times deposit all security deposits in a separate trust account established for that purpose, and shall make withdrawals from such account solely for purposes of: (i) remedying a tenant's default in the payment of any Rental or of other funds due to Grantor pursuant to a Lease; (ii) restoring the relevant tenant's space; or (iii) returning any security deposits or for any other purpose required or permitted under any Lease, Idaho law, or otherwise.

3. Upon default by Grantor in payment of any Indebtedness secured hereby or in performance of any agreement hereunder or any other Event of Default set forth in paragraph B.18. hereof, and after written notice of such Event of Default is delivered to Grantor and expiration of all applicable cure periods under the Loan Documents, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the Event of Default, and after written notice of such Event of Default is delivered to Grantor and expiration of all applicable cure periods under the Loan Documents, Beneficiary shall execute or cause Trustee to execute a written notice of such Event of Default and of the election to cause to be sold the Property to satisfy the obligation hereof,
and shall cause such notice to be recorded in the office of the County Recorder in each county wherein the Land or some part thereof is situated.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed, Trustee without demand on Grantor, shall sell the Property at the time and place fixed in said notice of sale, either as a whole or in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser Trustee’s deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title and reasonable attorneys’ fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the maximum legal rate; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

4. Trustee is not obligated to notify any party hereto of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

5. In the event of dissolution or resignation of Trustee, Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the County Recorder of the county in which the Property is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of Trustee or trustees named herein.

6. Notwithstanding anything to the contrary contained in this Deed of Trust or in any of the other Loan Documents, with the exception of paragraph B.25. hereof (environmental liability), neither Grantor nor any manager, partner, owner, member or affiliate of Grantor or any third party shall have any personal liability for any amounts owing under this Deed of Trust or the Loan Documents, and upon the occurrence of any Event of Default hereunder, Beneficiary shall look solely to the Property encumbered hereby or by the Loan Documents and shall not be entitled to seek any deficiency from Grantor, or any manager, partner, owner, member or affiliate of Grantor or any third person.

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GRANTOR:

6th and Grove Limited Partnership,  
an Idaho limited partnership

By: 6th and Grove Associates LLC,  
an Idaho limited liability company  
    Its General Partner

By: 6th and Grove LIHTC LLC,  
an Idaho limited liability company,  
    its Manager

By: Moonlake Consulting, LLC,  
an Idaho limited liability company,  
    its Manager

By: ________________________________  
    Chance Hobbs, Manager

By: 6th and Grove LIHTC Developer LLC,  
an Idaho limited liability company,  
    its Manager

By: ________________________________  
    Clayton N. Carley, Manager

By: ________________________________  
    J. Dean Papé, Manager

APPROVED BY:  

CITY OF BOISE CITY,  
a municipal corporation

By: ________________________________  
    Lauren McLean, Mayor

ATTEST:

By: Lynda Lowry, Ex-offcio City Clerk
NOTARY ACKNOWLEDGMENTS

STATE OF IDAHO )
COUNTY OF _________)

This record was acknowledged before me on June ____, 2020, by Chance Hobbs, the manager of Moonlake Consulting, LLC, the manager of 6th and Grove LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of _________________________
My Commission Expires _________________________
STATE OF IDAHO  )
                  ) ss.
COUNTY OF ______________ )

          This record was acknowledged before me on June ____, 2020, by Clayton N. Carley, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

                                     Notary Public for the State of ______________________
                                      My Commission Expires ______________________

STATE OF IDAHO  )
                  ) ss.
COUNTY OF ______________ )

          This record was acknowledged before me on June ____, 2020, by J. Dean Papé, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

                                     Notary Public for the State of ______________________
                                      My Commission Expires ______________________
STATE OF IDAHO
COUNTY OF ADA

The foregoing instrument was acknowledged before me this ____ day of __________, 2020, by Lauren McLean and Lynda Lowry, the Mayor and ex officio City Clerk of the CITY OF BOISE CITY, an Idaho municipal corporation, and acknowledged to me that she executed the within instrument on behalf of said municipal corporation.

Notary Public for the State of ______________________
My Commission Expires ______________________

Attachment: Deed of Trust FINAL  (RES-226-20 : Financing - 6th and Grove HOME Agreements)
EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

A parcel of land being Lot 1 and a portion of Lot 2, Block 6 of Boise City Original Townsite, as shown on the Plat thereof, recorded in Book 1 of Plats at Page 1, Ada County Records, located in the Northeast Quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the centerline intersection of West Grove Street and South 5th Street, as same is shown on said Boise City Original Townsite, (from which point the centerline intersection of West Grove Street and South 6th Street bears North 54°47’23” West, 380.23 feet distant);

Thence North 54°47’23” West, a distance of 39.97 feet on the centerline of said West Grove Street;

Thence North 35°12’37” East, a distance of 40.00 feet to the southeasterly corner of Block 6 of said Boise City Original Townsite;

Thence North 54°47’23” West, a distance of 209.97 feet on the northerly right-of-way line of said West Grove Street to the POINT OF BEGINNING;

Thence continuing North 54°47’23” West, a distance of 90.27 feet on the northerly right-of-way line of said West Grove Street to the Southwesterly corner of said Block 6;

Thence North 35°14’09” East, a distance of 122.17 feet on the easterly right-of-way line of South 6th Street to the northwesterly corner of Lot 1, Block 6 of said Boise City Original Townsite;

Thence South 54°47’46” East, a distance of 93.01 feet on the southerly alley right-of-way line of said Block 6;

Thence South 35°04’00” West, a distance of 77.18 feet;

Thence North 54°45’08” West, a distance of 3.00 feet;

Thence South 35°12’37” West, a distance of 45.00 feet to the POINT OF BEGINNING.

Upon filing of the condominium plat for the Project, the foregoing description of Land will be replaced with a description of the condominium residential unit, substantially in the following form:

Condominium Unit 3 as shown on the final plat of Postmaster Condominiums recorded in the records of Ada County, Idaho in Book _____ at Pages _____, as Instrument No. ________________________, as the same may be amended or supplemented from time to time.
BOISE CITY
GUARANTY AGREEMENT

Project Name: 6th and Grove

THIS GUARANTY AGREEMENT, is made and entered into as of June ____, 2020, by 6th and Grove Limited Partnership, an Idaho limited partnership (“Borrower”), and 6th and Grove Associates LLC, an Idaho limited liability company (the “Guarantor”) to and for the benefit of the CITY OF BOISE CITY, a public body corporate and politic of the State of Idaho, by and through the Housing and Community Development Division of the Department of Planning and Development Services (“City” or “Lender”), who is the Lender of the funds under the Loan (defined below).

PRELIMINARY RECITALS:

WHEREAS, the Lender has agreed to make a loan (“Loan”) to Borrower to finance the development, rehabilitation, replacement, restoration, construction and/or operation of a 60-unit multi-family residential rental development, 45-units will be for households earning less than 80% of Area Median Income, and with nine (9) floating HOME-assisted units, located on certain immovable property in Boise City, Ada County, Idaho, (the “Land”) more fully described on Exhibit A – Legal Description attached hereto (the “Project” or “Development”), which Exhibit A shall be amended and this Agreement re-executed upon filing of the final condominium plat; and

WHEREAS, Guarantor is a Key Principal of the Borrower and will derive material financial benefit from the Loan;

WHEREAS, the Project will be constructed pursuant to a A-102-2007, Standard Form of Agreement between Owner and Contractor, dated April 1, 2020 (the “Construction Contract”), together with any amendments, between the Borrower and Anderson Construction Company (“Contractor”);

WHEREAS, in order for Lender to make the Loan, Lender requires that Guarantor guarantee the performance of construction of the Project under the Construction Contract and pay all claims against Borrower or Lender by workmen, subcontractors, materialmen and others which may arise in connection with said Construction Contract and remain unpaid for more than 90 days after the date the work or labor was last done or materials were last furnished, whether or not the same have been filed as liens against the Development; and

NOW, THEREFORE, intending to be legally bound, Guarantor, in consideration of the matters described in the foregoing Preliminary Recitals, which Preliminary Recitals are incorporated herein and made a part hereof, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, hereby covenant and agree for the benefit of City and its respective successors, endorsees, transferees, participants and assigns as follows:

ARTICLE I.
DEFINITIONS AND USE OF PHRASES

1.1 Definitions. As used in this Guaranty Agreement and in the recitals hereto, the following terms and phrases shall have the following meanings.

(a) "Borrower" means by 6th and Grove Limited Partnership, an Idaho limited partnership, and its successors and assigns.

(b) "Claim" means any valid claim by a Claimant for labor or materials furnished for work on the Development, or any other claim under the guarantee of Section 3.1 herein, under or in connection with
the Construction Contract, or any other claim related to the full, prompt and complete performance of all of the Contractor’s obligations under the Construction Contract. Any claim for which the Guarantor, Borrower or Contractor has furnished to the Lender a surety bond or other assurance which is acceptable to the Lender in its sole discretion shall not be considered a "Claim" for purposes of this Guaranty.

(c) "Claimant" means one having a direct contract with the Contractor or with a subcontractor of the Contractor who has furnished labor, material, or both, in the prosecution of the work provided for in the Construction Contract to the Project, and who has not been paid in full pursuant to the terms and conditions of the Construction Contract, or any subcontract. Labor and material include, but are not limited to, the part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the performance of the Construction Contract.

(d) "Contractor" has the meaning set forth in the Preliminary Recitals.

(e) "Construction Contract" has the meaning set forth in the Preliminary Recitals.

(f) "Event of Default" has the meaning assigned to it in Section 4.1 of this Guaranty Agreement.

(g) "Guarantor" means 6th and Grove Associates LLC, an Idaho limited liability company, or its successors or assigns.

(h) Reserved

(i) "Guaranty Agreement" or "Agreement" means this Guaranty Agreement, from the Guarantor to the Lender, as supplemented or amended from time to time.

(j) "Lender" means the City of Boise City, a public body corporate and politic of the State of Idaho, by and through the Housing and Community Development Division of the Department of Planning and Development Services.

(k) Reserved

(l) "Loan" has the meaning set forth in the Preliminary Recitals.

(m) "Person" means an individual, a partnership, a joint venture, an association, a joint-stock company, a corporation, a trust, a limited liability company, an unincorporated organization and a government or any department, agency or political subdivision thereof.

(n) "State" means the State of Idaho.

1.2 Use of Phrases; Rules of Construction. The following provisions shall be applied wherever appropriate herein:

(a) "Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this Guaranty Agreement as an entirety and not solely to the portion of this Guaranty Agreement in which any such word is used.

(b) The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are used herein in the singular or the plural.

(c) Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders.
(d) Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS OF GUARANTOR

2.1 Benefit to Guarantor. The Guarantor represents that the financing represented by the Loan is expected to result in financial and other valuable benefits to the Guarantor, and constitutes good, sufficient and valuable consideration for the assumption by the Guarantor of its obligations hereunder.

2.2 Absence of Conflicting Agreements. Guarantor represents that the execution and delivery of this Guaranty Agreement and the performance by the Guarantor hereunder have been duly authorized and will not conflict with or constitute a breach of or default under any indenture, loan agreement or instrument or agreement to which the Guarantor is a party or by which its properties are bound.

2.3 Taxes. Guarantor represents that it does not have materially large outstanding unpaid tax liabilities (other than taxes which are currently accruing from any of its current operations and ownership of property, which are not delinquent) and that no tax deficiencies are proposed or have been assessed and are unsatisfied against it.

2.4 Regulatory Approvals. Guarantor represents that no authorization, approval, consent or license of any governmental regulatory body or authority, not already obtained, is required for the valid and lawful execution and delivery of this Guaranty Agreement by it or the assumption of the obligations of any of it represented hereby.

2.5 Absence of Litigation. Guarantor represents that it is not a party to any litigation or administrative proceeding, nor so far as is known by them, is any litigation or administrative proceeding threatened in writing against it which in either case would, if adversely determined, cause any material adverse change in any of its financial conditions, the conduct of any of its businesses or the ability of it to perform its obligations under this Guaranty Agreement.

2.6 Financial Statements. Guarantor represents that any financial statement heretofore delivered to the Lender was true and correct as of the date thereof, and the Guarantor further represents that no material adverse change in its financial condition has occurred since the date thereof.

2.7 Date and Survival of Representations; Exceptions. The representations of the Guarantor made in this Article II are made as of the date of delivery of this Guaranty Agreement and all such representations shall survive the execution and delivery of this Guaranty Agreement until it is terminated per its terms.

Any exceptions to the representations made in this Article II shall be set forth in a Guarantor Certificate delivered to the Lender, contemporaneously herewith or at such time any updated or exception is required to be made to the representations in this Article II, and to the extent so set forth, they shall be exceptions to the representations made in this Article II to the same extent as if they were expressly stated herein.

ARTICLE III.
COVENANTS AND AGREEMENTS

3.1 Guarantee of Construction Contract and Payment. Guarantor hereby unconditionally guarantees to the Lender, (i) the full and prompt payment of all Claims not paid in full within 90 days of the date work or labor was last done or materials last furnished by a Claimant for the Development in total guaranteed amount not to exceed the final amounts advanced under the Loan, (ii) the Project will be completed in accordance with the Construction Contract (the “Guaranteed Obligations”). Notwithstanding the foregoing, Guarantor shall not be liable for any costs or damages, or Guaranteed Obligations related to or arising from the intentional misconduct or willful misconduct of Lender, or any third parties acting on behalf of Lender.
All payments by the Guarantor shall be paid in lawful money of the United States of America. Each and every default of a Guaranteed Obligation shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

3.2 Guarantee is Absolute and Unconditional. This is a guarantee of payment and not of collection. The obligations of the Guarantor under this Guaranty Agreement shall be absolute and unconditional and shall remain in full force and effect until terminated pursuant to Section 5.11 herein, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the Guarantor:

(a) the compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of the Lender under any Loan documents with notice and consent;

(b) the failure to give notice to or otherwise keep informed the Guarantor of the occurrence of any event of default or other matter relating to the Lender under the terms and provisions of this Guaranty Agreement;

(c) the waiver by the Lender of the payment, performance or observance by the Guarantor of any of the obligations, covenants or agreements of it contained in any Loan documents or this Guaranty Agreement;

(d) the extension of the time for payment of any Claims or performance of the Construction Contract;

(e) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Loan documents;

(f) the taking or the omission of any of the actions referred to in the Loan documents;

(g) any failure, omission, delay or lack of diligence on the part of the Lender to enforce, assert or exercise any right, power or remedy conferred on the Lender in this Guaranty Agreement or the Loan documents, or any other act or acts on the part of the Lender;

(h) Reserved; or

(i) the default or failure of the Guarantor fully to perform its obligations set forth in this Guaranty Agreement.

3.3 Return of Payment. In the event all or any part of any payment theretofore received by the Lender in satisfaction of a Guaranteed Obligation is or must be rescinded or returned by the Lender for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Guarantor) the obligation to make such payment of the Guaranteed Obligation shall, for the purposes of this Guaranty Agreement, be deemed to have continued in existence notwithstanding such receipt by the Lender, and this Guaranty Agreement shall continue to be effective, or shall be reinstated, as the case may be, as to such payment as though such payment had not been made.

3.4 No Set-off, Etc. No set-off, counterclaim, reduction or diminution of an obligation, or any defense of any kind or nature which the Guarantor have or may have against the Lender shall be available hereunder to the Guarantor against the Lender.

3.5 First Recourse. In the event of a failure to pay or perform a Guaranteed Obligation by Guarantor, the Lender may proceed hereunder. The Lender shall have the right to proceed first and directly against the Guarantor, under this Guaranty Agreement without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Lender related to the Project.
3.6 **Application of Amounts Received.** Any amounts received by the Lender from whatsoever source under the Loan documents may be applied by it toward the payment of the obligations under the Construction Contract and Loan, in such order of application as the Lender may from time to time elect; and, notwithstanding any payments made by or for the account of the Guarantor pursuant to this Guaranty Agreement, the Guarantor shall not be subrogated to any rights of the Lender until such time as this Guaranty Agreement shall have been discontinued as to all of the Guarantor and the Lender shall have received payment in the full amount of all obligations under the Construction Contract and Loan and of all obligations of the Guarantor hereunder.

3.7 **Waiver of Notice.** The obligations of the Guarantor hereunder shall arise absolutely and unconditionally when the Loan shall have been funded. The Guarantor hereby expressly waives notice from the Lender of its acceptance and reliance on this Guaranty Agreement.

3.8 **Expenses.** The Guarantor agree to pay all costs, expenses and fees, including all reasonable attorney fees, which may be incurred by the Lender in enforcing this Guaranty Agreement following any Event of Default, with an expressed period to cure the default, whether the same shall be enforced by suit or otherwise.

3.9 **Benefit.** This Guaranty Agreement is entered into by the Guarantor for the benefit of the Lender, who shall be entitled to enforce performance and observance of this Guaranty Agreement.

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**ARTICLE IV. EVENTS OF DEFAULT AND REMEDIES**

4.1 **Events of Default.** If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Any Claim remains unpaid or bonded over for more than 90 days after labor or materials were furnished by Claimant;

(b) There has been any default in Contractor's performance of the Construction Contract and written notice thereof has been given to Guarantor by Lender and said default has not been cured within 30 days of the date of said notice and 120 days if diligently pursued;

(c) Any representation of the Guarantor contained in Article II hereof shall prove to have been false in any material respect and updated as provided herein;

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Guarantor in this Guaranty Agreement contained and the continuance thereof for a period of thirty (30) days and 120 days if diligently pursued; or

(e) Any of the Guarantor shall: (i) become insolvent; or (ii) be unable, or admit in writing its inability to pay its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or (iv) have a court order relief against them under the Bankruptcy Code; or (v) file a petition under the Bankruptcy Code or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition, admitting the material allegations thereof, to effect a plan or other arrangement with creditors; or (vii) apply to a court for the appointment of a receiver for any of its assets (with or without the consent of the Guarantor) and such receiver shall not be discharged within ninety (90) days after its appointment.

4.2 **Remedies.** If an Event of Default shall occur, the Lender may pursue any available remedy at law or in equity to realize payment of the amounts guaranteed hereby. No remedy herein conferred upon or reserved or otherwise available to the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be
construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If any provision contained in this Guaranty Agreement should be breached by the Guarantor, and thereafter duly waived by the Lender, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Lender.

ARTICLE V.
MISCELLANEOUS

5.1 Increase in Construction Contract. In the event of the increase in the amount of the Construction Contract, the Guarantor shall deliver such supplements or amendments to this Guaranty Agreement as shall be necessary in the judgment of the Lender to extend and confirm the projections, guarantees and benefits of this Guaranty Agreement for the increased Construction Contract amount.

5.2 Amendments. This Guaranty Agreement shall not be effectively amended, modified or altered until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

5.3 Successors. Except as limited or conditioned by the express provisions hereof, the provisions of this Guaranty Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5.4 Governing Law. The laws of the State of Idaho shall govern this Guaranty Agreement.

5.5 Captions. The captions or headings in this Guaranty Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Guaranty Agreement.

5.6 Counterparts. This Guaranty Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

5.7 Jurisdiction and Venue. The Guarantor consents to the jurisdiction of and agree to suit in any court of general jurisdiction in the State of Idaho, whether state or federal, and further agree that venue shall lie in Ada County, Idaho.

5.8 Notices. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) U.S. mail; or (c) electronically. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the electronic mail transmission occurs provided sender has now knowledge such transmission was not actually received by recipient or if such date is not a business day on the business day immediately following the date on which the electronic mail transmission occurs.

Lender: City of Boise
Division of Housing and Community Development
150 N. Capitol Boulevard
PO Box 500
Boise, Idaho 83701-0500
Email:

Guarantor: 6th and Grove Limited Partnership
999 West Main Street, Suite 1400
Boise, ID 83702  
Attn: Bill Truax  
Email: ______________________

6th and Grove Associates LLC  
999 West Main Street, Suite 1400  
Boise, ID 83702  
Attn: Bill Truax  
Email: ______________________

With a copy to which shall not constitute notice:

PO Box 733  
Boise, Idaho 83701  
Attn: J. Dean Papé  
Email: dean@dechase.com  

BCP/6th and Grove, LLC  
c/o Boston Capital Partners  
One Boston Place  
21st Floor  
Boston, Massachusetts 02108  
Attention: Asset Management (6th and Grove)

Holland & Knight LLP  
10 St. James Avenue  
Boston, Massachusetts 02116  
Attn: Douglas Clapp, Esq.

As long as the limited partner or an affiliate thereof remains a member of the Borrower and has recorded a Request for Copy of Notice of Default in the office of the Ada County, Idaho Recorder pursuant to Idaho Code Section 45-1511, City agrees to provide written notice of an Event of Default to the limited partner set forth therein and allow said partner the opportunity to cure any default of Guarantor. Guarantor agrees that City shall be entitled to rely upon and to accept any offer of cure made by any such investor.

5.9 Severability. If any provision of this Guaranty Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provisions in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections Guaranty Agreement contained, shall not affect the remaining portions of this Guaranty Agreement, or any part thereof.

5.10 Cumulative Remedies. All of the Lender’s rights and remedies herein specified are intended to be cumulative. Further, each of the undersigned Guarantors shall be liable under the Agreement both jointly and severally for all guarantees and obligations hereunder. No requirement whatsoever may be waived at any time except by a writing signed by the Lender, nor shall any waiver be operative upon other than a single occasion. This Guaranty Agreement may only be amended in writing.

5.11 Term of Agreement. Except as provided herein, this Guaranty Agreement shall terminate after
the last to occur of the following:

(a) A final certificate of occupancy is issued for the Project following the completion of construction of the Project in accordance with Construction Contract;

(b) Final payment is made under all Construction Contracts, and Contractor acknowledges in writing that it and all subcontractors have been paid in full and have no further claims under the Construction Contracts; and

(c) The statutory period within which any party under the Construction Contract may file liens against the Project has expired.

Notwithstanding the above termination of Guarantors’ obligations upon completion of construction, Guarantor’s obligations with regard to all ongoing commitments after the completion of construction under the Construction Contract, including but not limited to warranties for latent defects, shall continue in force and effect throughout such additional periods as called for under the Construction Contract.

Except as provided for in this Agreement, the Agreement shall terminate upon complete performance of all Contractor’s obligations under the Construction Contract including the release of all liens and securement of occupancy permits.

[end of text]
IN WITNESS WHEREOF, the Guarantors have executed this Guaranty Agreement as of the date first above written.

GUARANTORS:

6th and Grove Limited Partnership,
an Idaho limited partnership

By: 6th and Grove Associates LLC,
an Idaho limited liability company
    Its General Partner

By: 6th and Grove LIHTC LLC,
an Idaho limited liability company,
    its Manager

By: Moonlake Consulting, LLC,
an Idaho limited liability company,
    its Manager

By: _______________________________
    Chance Hobbs, Manager

By: 6th and Grove LIHTC Developer LLC,
an Idaho limited liability company,
    its Manager

By: _______________________________
    Clayton N. Carley, Manager

By: _______________________________
    J. Dean Papé, Manager

ACCEPTED as of the date first above written, by Lender.

LENDER:
CITY OF BOISE CITY, IDAHO

APPROVED BY:

________________________________________
Lauren McLean, Mayor                      Date

ATTEST:

________________________________________
Lynda Lowry, ex officio City Clerk       Date
NOTARY ACKNOWLEDGMENTS

STATE OF IDAHO  )
COUNTY OF _____________) ss.

This record was acknowledged before me on June ____, 2020, by Chance Hobbs, the manager of Moonlake Consulting, LLC, the manager of 6th and Grove LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of _______________________
My Commission Expires _________________________
STATE OF IDAHO  )
COUNTY OF ______________)

This record was acknowledged before me on June _____, 2020, by Clayton N. Carley, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of ______________
My Commission Expires ______________

STATE OF IDAHO  )
COUNTY OF ______________)

This record was acknowledged before me on June _____, 2020, by J. Dean Papé, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of ______________
My Commission Expires ______________
STATE OF IDAHO
COUNTY OF ADA

The foregoing instrument was acknowledged before me this ____ day of __________, 2020, by Lauren McLean and Lynda Lowry, the Mayor and ex officio City Clerk of the CITY OF BOISE CITY, an Idaho municipal corporation, and acknowledged to me that she executed the within instrument on behalf of said municipal corporation.

Notary Public for the State of ______________________
My Commission Expires ______________________
MEMORANDUM OF RESTRICTIVE COVENANTS

Project Name: 6th and Grove

It is hereby agreed and understood that, in accordance with the provisions of a HOME Loan and Regulatory Agreement dated as of June ____, 2020 (the "Agreement") by and between the CITY OF BOISE CITY, a public body corporate and politic of the State of Idaho, by and through the Housing and Community Development Division of the Department of Planning and Development Services ("City") having its principal office located at 150 N. Capitol Boulevard, Boise, Idaho 83702 and 6th and Grove Limited Partnership, an Idaho limited partnership, and such successors and assignees as City shall approve in writing ("Owner"), having its principal office located at 999 West Main Street, Suite 1400 Boise, Idaho 83702, the Owner has covenanted with respect to the property described in Exhibit "A" attached hereto (the "Property") which shall be developed as apartment complex (the "Project"), and which Property description shall be amended upon filing of the final plat and this Memorandum of Restrictive Covenants amended and re-recorded accordingly, and does hereby covenant, as follows:

1. The Owner shall utilize no less than nine (9) HOME-assisted units in the Project solely for the purpose of providing affordable housing to Very Low-Income persons as defined in 24 CFR 92.2 pursuant to the provisions of the Agreement. In order to maintain the correct unit mix and number of HOME-assisted units during the HOME Period of Affordability, the nine (9) HOME-assisted units are designated as "Floating" Low-HOME Rent units, therefore the Owner is not restricted to the original designated HOME-assisted units when looking to designate a comparable unit as a new HOME-assisted unit.

   (i) In the event at any time there are less than nine (9) HOME units in the Project, In order to maintain conformity with the total number and type of HOME-assisted units as required under this section during the HOME Period of Affordability, Owner will designate another unit of comparable size, features, and same number of bedrooms, as the original designated HOME-assisted unit.

   (ii) The Project Completion Date is the date the HOME Period of Affordability begins. This date shall be established when all required project information and beneficiary data are entered into the HUD's Integrated Disbursement and Information System and the status of the activity is changed to "completed" in the system (the “HOME Period of Affordability”).

2. Income restrictions at initial occupancy is defined as the first time the Low HOME Rent units are occupied. Initial occupancy shall be as follows:

   (i) Four (4) efficiency units (515 sq ft), Four (4) one-bedroom units (650 sq ft), and One (1) two-bedroom unit (800 sq ft) units must be occupied by households with annual gross incomes not to exceed fifty percent (50%) of the Area Median Family Income for Boise City Idaho FMR. The Area Median Income for Boise City, Idaho is published annually by HUD and shall be used when
determining the household tenant income at occupancy. Household income shall be determined in accordance with 24 CFR § 5 Subpart F. The units shall be defined as Low HOME Rent Units.

3. Income restrictions during the HOME period of affordability, notwithstanding Covenant 2, the Low HOME Rent units shall be occupied as follows:

   (i) **Four (4) efficiency units (515 sq ft), Four (4) one-bedroom units (650 sq ft), and One (1) two-bedroom unit (800 sq ft)** units shall be occupied by households whose annual gross income at the time of initial occupancy, does not exceed fifty percent (50%) of the of the Area Median Income for Boise City Idaho FMR.

4. Regarding Covenants 2 and 3, Owner will use the “Adjusted HOME Very Low-Income Limits” for Boise City, Idaho HUD Metro FMR as published by HUD from time to time, to determine the annual household income in accordance with 24 CFR Part 5 Subpart F.

5. Unless otherwise approved by the City in writing, during the Period of Affordability, the rent limit for the nine (9) HOME-assisted units shall be as follows:

   (i) The maximum rent, which include a monthly allowance for the utilities and services, excluding telephone, if paid by the tenant, shall not exceed the Low HOME Rent Limits as established by HUD at 24 CFR 92.252(b)(1), and published from time to time by HUD.

6. Notwithstanding Covenant 1 and 5, the initial rent for nine (9) Low-HOME units, which includes the monthly allowance for utilities and services, excluding telephone, if paid by the tenant, the first time the unit is occupied by a qualified household shall be:

   (i) Initial Rent for an Efficiency Unit $560.00
   (ii) Initial Rent for a 1-bedroom $688.00
   (iii) Initial Rent for a 2-bedroom $828.00

7. The Owner and Owner’s Agents shall not, on the grounds of race, color, religion, national origin, ethnicity, familial status, sexual orientation, gender, gender identity/expression, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination with respect to, any part of the Project. The Owner and Owner’s Agents shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) and implementing regulations in 24 CFR § 1. Owner shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR § 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR 8. Owner agrees to comply with 24 CFR 350(a) requiring nondiscrimination against rental assistance subsidy holders.

8. During the HOME Period of Affordability, Owner and Owner’s Agents shall provide language and translation assistance and related documents consistent with the U.S. Department of Justice and the U.S. Department of Housing and Urban Development (HUD) Limited English Proficiency guidance.

9. During the HOME Period of Affordability, the Owner and Owner’s Agents shall maintain detailed records of all persons served pursuant to the Agreement. Representatives of City, HUD, General Accountability Office (GAO), or their designees may examine any record or information accumulated pursuant to the Agreement. During the Home Period of Affordability, the City of Boise will conduct onsite inspections to verify compliance with 24 CFR 92 Subpart E and F as required at §92.504 and 2 CFR 200, as defined in the Agreement.

10. Owner will allow compliance monitoring of the Project by the City or its designees at such times as City, HUD, or GAO deems it necessary or required. Further, City, HUD and GAO shall have the right, but
shall be under no obligation to conduct reasonable monitoring to determine compliance with this Agreement, including but not limited to the right to enter the Project, to inspect the Project, to inspect the books and records regarding the Project, and have the right to inquire and receive responses from Owner regarding the Project and its operation at any time as may be required by City, HUD, or GAO.

11. Owner shall maintain the physical Project in accordance with the Housing Quality Standards (HQS) or such other property standard as may be required by the HOME Program Regulations and any applicable state and local codes, environmental regulations, ordinances, and zoning, as each may apply.

12. Owner covenants it and its agents will carry out all of the provisions of the Loan and Regulatory Agreement executed by and between Owner and City of the even date herewith during the HOME Period of Affordability. The HOME Agreement applies without regard to the term of any loan or mortgage, or the transfer of ownership during the HOME Period of Affordability.

13. UPON FORECLOSURE, OR TRANSFER IN LIEU OF FORECLOSURE, THE RESTRICTIVE COVENANTS AS DESCRIBED HEREIN REMAINS IN FULL FORCE AND EFFECT. SAID COVENANTS SHALL CONTINUE IN EFFECT FOR THE HOME PERIOD OF AFFORDABILITY OF TWENTY (20) YEARS AFTER PROJECT COMPLETION, AS REQUIRED BY HOME PROGRAM REGULATIONS.

Copies of the HOME Agreement are available the City of Boise at 150 North Capitol Boulevard, Boise, Idaho.

[Remainder of Page Intentionally Left Blank]
DATED: June ______, 2020

OWNER:

6th and Grove Limited Partnership,
an Idaho limited partnership

By: 6th and Grove Associates LLC,
an Idaho limited liability company
   Its General Partner

   By: 6th and Grove LIHTC LLC,
an Idaho limited liability company,
   its Manager

   By: Moonlake Consulting, LLC,
an Idaho limited liability company,
   its Manager

   By: _______________________________________
   Chance Hobbs, Manager

By: 6th and Grove LIHTC Developer LLC,
an Idaho limited liability company,
its Manager

   By: _______________________________________
   Clayton N. Carley, Manager

   By: _______________________________________
   J. Dean Papé, Manager

CITY:

APPROVED BY:

_________________________________________________________________
Lauren McLean, Mayor          Date

ATTEST:

_________________________________________________________________
Lynda Lowry, ex officio City Clerk          Date
STATE OF IDAHO )
COUNTY OF ____________) ss.

This record was acknowledged before me on June ____ , 2020, by Chance Hobbs, the manager of Moonlake Consulting, LLC, the manager of 6th and Grove LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of ________________
My Commission Expires ________________

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Attachment: MORC FINAL (RES-226-20 : Financing - 6th and Grove HOME Agreements)
STATE OF IDAHO  )  ss.
COUNTY OF __________ )

This record was acknowledged before me on June _____, 2020, by Clayton N. Carley, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of ________________
My Commission Expires ________________

STATE OF IDAHO  )  ss.
COUNTY OF __________ )

This record was acknowledged before me on June _____, 2020, by J. Dean Papé, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of ________________
My Commission Expires ________________
STATE OF IDAHO

COUNTY OF ADA

The foregoing instrument was acknowledged before me this ___ day of __________, 2020, by Lauren McLean and Lynda Lowry, the Mayor and ex officio City Clerk of the CITY OF BOISE CITY, an Idaho municipal corporation, and acknowledged to me that she executed the within instrument on behalf of said municipal corporation.

Notary Public for the State of _______________________
My Commission Expires _______________________

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A parcel of land being Lot 1 and a portion of Lot 2, Block 6 of Boise City Original Townsite, as shown on the Plat thereof, recorded in Book 1 of Plats at Page 1, Ada County Records, located in the Northeast Quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the centerline intersection of West Grove Street and South 5th Street, as same is shown on said Boise City Original Townsite, (from which point the centerline intersection of West Grove Street and South 6th Street bears North 54°47'23" West, 380.23 feet distant);

Thence North 54°47'23" West, a distance of 39.97 feet on the centerline of said West Grove Street; Thence North 35°12'37" East, a distance of 40.00 feet to the southeasterly corner of Block 6 of said Boise City Original Townsite;

Thence North 54°47'23" West, a distance of 209.97 feet on the northerly right-of-way line of said West Grove Street to the POINT OF BEGINNING;

Thence continuing North 54°47'23" West, a distance of 90.27 feet on the northerly right-of-way line of said West Grove Street to the Southwesterly corner of said Block 6;

Thence North 35°14'09" East, a distance of 122.17 feet on the easterly right-of-way line of South 6th Street to the northwesterly corner of Lot 1, Block 6 of said Boise City Original Townsite;

Thence South 54°47'46" East, a distance of 93.01 feet on the southerly alley right-of-way line of said Block 6;

Thence South 35°04'00" West, a distance of 77.18 feet;

Thence North 54°45'08" West, a distance of 3.00 feet;

Thence South 35°12'37" West, a distance of 45.00 feet to the POINT OF BEGINNING.

Upon filing of the condominium plat for the Project, the foregoing description of Land will be replaced with a description of the condominium residential unit, substantially in the following form:

Condominium Unit 3 as shown on the final plat of Postmaster Condominiums recorded in the records of Ada County, Idaho in Book _____ at Pages _____, as Instrument No. ________________________, as the same may be amended or supplemented from time to time.
CITY OF BOISE
HOME PROGRAM

OPERATING DEFICIT GUARANTY

Project: 6th and Grove

THIS OPERATING DEFICIT GUARANTY (this “Guaranty”) is made and entered into as of June 2020 by 6th and Grove Limited Partnership, an Idaho limited partnership (“Borrower”), and 6th and Grove Associates LLC, an Idaho limited liability company (the “Guarantor”) to and for the benefit of the CITY OF BOISE, a public body corporate and politic of the State of Idaho, by and through the Housing and Community Development Division of the Department of Planning and Development Services (“City”)

PRELIMINARY RECITALS:

A. WHEREAS, City has agreed to make a loan (“Loan”) to Borrower to finance the development, rehabilitation, replacement, restoration, construction and/or operation of a 60-unit multi-family residential rental development, 45-units will be for households earning less than 80% of Area Median Income, and with nine (9) floating HOME-assisted units, located on certain immovable property in Boise City, Ada County, Idaho, (the “Land”) more fully described on Exhibit A – Legal Description attached hereto (the “Project”), which Land description shall be amended upon the filing of the final condominium plat and this Guaranty re-executed; and

B. WHEREAS, to evidence the Loan, Borrower and City have entered into a Loan and Regulatory Agreement, dated even date herewith (“Loan Agreement”); and

C. WHEREAS, Guarantor is a Key Principal of Borrower and will derive material financial benefit from the Loan; and

D. WHEREAS, City has relied on the statements and agreements contained herein in agreeing to make the Loan. The execution and delivery of this Guaranty by Guarantor is a condition precedent to the making of the Loan by City.

NOW, THEREFORE, intending to be legally bound, Guarantor, in consideration of the matters described in the foregoing Preliminary Recitals, which Preliminary Recitals are incorporated herein and made a part hereof, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, hereby covenant and agree for the benefit of City and its respective successors, endorsees, transferees, participants and assigns as follows:

SECTION I
DEFINITIONS

1.1 Definitions. Except as otherwise defined in this Article 1.1, capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement. The following terms shall have the meanings ascribed thereto as set forth below:

(a) Non-Operating Expense: all expenses and costs of the Borrower other than Project Operating Expenses. Non-Operating Expenses may not be paid from the operating account. Non-Operating Expenses shall include, without limitation: any and all costs of developing the project, payment of deferred developer fee, asset management fees and investor service fees, tax credit adjusters, income taxes of the Borrower, distributions to persons or entities having an ownership interest in the Borrower, deposits to reserve accounts and escrow accounts (other than deposits specifically approved in advance, in writing by City), payments on any loans other than a Permitted Senior Loan, payments to the management agent or any Affiliate (other than the property management

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fee and other payments specifically approved in advance, in writing by City), and payments to the Borrower or any Affiliate (other than payment specifically approved in advance, in writing by City).

(b) Project Operating Expenses: all cash costs and cash expenses of every kind and character which the Borrower incurs in connection with the operation of the Project (excluding principal and interest due and payable under the Loan and those expenses previously accrued, but including capital expenditures other than those paid for out of replacement reserves), and amounts required by City to be allocated to any reserve account, and all operating expenses of the Project that must be accrued monthly (including property taxes and insurance premiums based upon the completed Project). Project Operating Expenses do not include Non-Operating Expense.

(c) Guaranteed Obligations: each and every obligation of the Guarantor under and pursuant to this Guaranty, including, without limitation, the obligations specified in Article 3 hereof.

(d) Reserved

(e) Operating Deficit: for any relevant period, the excess of Project Operating Expenses (or a portion thereof) plus the payment of principal and interest due and payable on the Permitted Senior Loan over the Borrower’s cash revenues of every kind from the Borrower’s operation of the Project for such fiscal period (excluding extraordinary cash proceeds and capital contributions, and excluding amounts drawn from a reserve account).

(f) Surplus Cash: any cash (excluding tenant security deposits) remaining at the end of each fiscal year of the Borrower after: (A) payment of all Project Operating Expenses for such fiscal year; (B) payment of all sums due or currently required to be paid under the terms of any Permitted Senior Loans encumbering the Project and the promissory note secured by such Permitted Senior Loans; and (C) payment of all amounts required to be deposited into any reserve for replacements to the Project, or any other special reserve funds required to be maintained by the Project under the Permitted Senior Loans or the Loan Documents, subject to City consent, provided that amounts for required reserves that may also be Project Operating Expenses shall not be deducted more than once. Notwithstanding the foregoing, accrued Deferred Developer Fees, advances made under the Operating Deficit Guaranty, or any other operating advances to the property by the borrower or affiliates of the borrower may only be repaid only from the borrower’s share of positive Surplus Cash.

(g) Permitted Senior Loan: The Loan shall be subordinate to a Construction Loan in the amount of approximately $12,500,000 provided by Mountain West Bank and Permanent Loan in the amount of approximately $4,000,000 provided by Rocky Mountain Community Reinvestment Corporation. The Permitted Senior Loans may be outstanding at any time.

(h) Events of Default: An Event of Default under the Loan Agreement shall be an Event of Default under this Guaranty.

(i) Loan Documents: The following documents: the Deed of Trust, the Promissory Note, UCC Financing Statements covering the fixtures and personal property located at the Project, the Loan Agreement; the Memorandum of Restrictive Covenants; this Guaranty; the Completion Guaranty; and such other documents, agreements, instruments or certificates as City and its counsel may require, including such documents as City in its sole discretion deems necessary or appropriate to evidence or secure the Indebtedness.

(j) Guaranty Period: That period beginning when the Project’s building receives its final certificate of occupancy and terminating upon recordation of the Permanent Loan, as defined by the Loan and Regulatory Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES
The Guarantor makes the following representations and warranties on behalf of the making Guarantor and not on behalf of any other party which shall be continuing representations and warranties until this Guaranty terminates in accordance with the provisions contained herein:

2.1 **Existence and Rights.** Each Guarantor is a person of sound mind and body or an entity duly organized under the laws of the State of Idaho without limitation as to the duration of its existence and is in good standing thereunder. Each Guarantor has powers and adequate authority, rights and franchises to own its property and to carry on its business as now owned and carried on, and is duly qualified and in good standing in each jurisdiction in which the property owned by it or the business conducted by it makes such qualification necessary, including without limitation, the State of Idaho, and each Guarantor has the power and adequate authority to make and carry out this Guaranty.

2.2 **Guaranty Authorized and Binding.** The execution, delivery and performance of this Guaranty is duly authorized and does not require the consent or approval of any governmental body or other regulatory authority; is not in contravention of, or in conflict with, any law or regulation or any term or provision of the organizational documents of the Guarantor; and, to the knowledge of each Guarantor, this Guaranty is a valid and legally binding obligation of each Guarantor enforceable in accordance with its terms.

2.3 **No Conflict.** The execution and delivery of this Guaranty is not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor is a party or by which Guarantor or any of the Guarantor’s property is or may be bound or affected and does not, and will not, cause any security interest, lien or other encumbrance to be created or imposed upon any such property.

2.4 **Litigation.** Except as otherwise disclosed to City in writing, there is no litigation or other proceeding pending or, to the best of any Guarantor’s knowledge, threatened in writing against, or affecting, Guarantor or the Guarantor’s properties which, if determined adversely to Guarantor, would have a materially adverse effect on the financial condition, properties, businesses or operations of Guarantor, or which prevents or interferes with or adversely affects Guarantor’s entering into this Guaranty or the validity of this Guaranty or the carrying out of the terms hereof and Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court or other governmental or regulatory authority.

2.5 **Financial Condition.** Guarantor’s financial statements, which have heretofore been submitted in writing by the Guarantor to City or City’s credit underwriter in connection herewith, are true and correct in all material respects as of the date thereof, and fairly present the financial condition of the Guarantor for the period covered thereby. Since the date of said financial statements, there has been no materially adverse change in the Guarantor’s financial condition. Guarantor has no knowledge of any liabilities, contingent or otherwise, as of the date of its financial statements (and as of the date hereof) which are not reflected in said financial statements; and, other than in the ordinary course of any Guarantor’s business, the Guarantor has not entered into any commitments or contracts which are not reflected in its financial statements or which may have a materially adverse effect upon any Guarantor’s financial condition, operations or business as now conducted.

2.6 **Solvency.** The Guarantor is not Insolvent (defined below) as of the date hereof and the execution and delivery of this Guaranty will not (a) render Guarantor insolvent under generally accepted accounting principles, (b) leave Guarantor with remaining assets which constitute unreasonably small capital given the nature of the Guarantor’s business, and (c) result in the incurrence of Debts (defined below) beyond the Guarantor’s ability to pay them when and as they mature. For the purposes of this Section, “Insolvent” means that the present fair salable value of assets is less than the amount that will be required to pay the probable liability on existing Debts as they become absolute and matured. For the purposes of this Section, “Debts” includes any legal liability for indebtedness, whether matured or unmatured, liquidated or unliquidated, absolute or fixed.

2.7 **Financial or Other Benefit or Advantage.** Guarantor hereby acknowledges and warrants that Guarantor has derived or expects to derive a financial or other benefit from the Project.
ARTICLE 3
AGREEMENTS AND GUARANTEED OBLIGATIONS

3.1 **Operating Deficits Guaranty.** Guarantor hereby covenants and agrees solitarily to advance, on the terms set forth below, the funds required to fund any and all Operating Deficits incurred by the Borrower during the Guaranty Period, within 120 days following the end of each fiscal year during the Loan Term. If the Borrower anticipates the need to request any Guarantor to make a payment under this Guaranty to fund an Operating Deficit, the Borrower will promptly notify the Guarantor, in writing, with a copy to City of the amount of such Operating Deficit (with sufficient supporting documentation to evidence the need to make a payment under this Guaranty). Prior to expiration of the 120-day period, the Guarantor shall promptly provide the Borrower with funds sufficient to pay the amount of such Operating Deficit and promptly upon receipt of such funds, the Borrower shall pay the Project Operating Expenses causing such Operating Deficit. Notwithstanding the foregoing, City may submit a request directly to the Guarantor (with a copy of such request to the other Party and Borrower), on behalf of the Borrower, to make a payment under this Guaranty upon making a determination of the existence of an Operating Deficit. Advances made under this Operating Deficit Guaranty, or any other operating advances for the Project by the Borrower or affiliates of the Borrower, may only be repaid from the Borrower’s share of positive Surplus Cash.

Notwithstanding anything to the contrary contained herein, such Operating Deficits may be paid using any amounts held in the Operating Reserve Account (“Operating Reserve”) available to the Borrower prior to Guarantor paying such amounts hereunder. The contributions to the Operating Reserve are not Project Operating Expenses and the Operating Reserve may only be replenished from the Borrower’s share of Surplus Cash.

The cumulative total of Operating Deficits paid by the Guarantor during the term of this agreement shall not exceed $265,000. Operating Deficits paid using any amounts held in the Operating Reserve are considered paid by the Borrower, not the Guarantor, and excluded from the cumulative total limitation.

Failure of the Borrower to provide such a request and/or notice to City or the failure of Guarantor to pay such Operating Deficit, shall neither impair nor reduce the Guarantor’s obligation to pay the amounts due hereunder upon direct demand by City. Upon approval of such request of the Borrower by City, and payment of such Operating Deficit by the Guarantor, the same shall be credited towards the amounts due by Guarantor under this Guaranty.

3.2 **Nature of Guaranteed Obligations.** This is a guaranty of payment and performance and not of collection only, and the obligations hereunder shall be absolute, independent and unconditional under any and all circumstances.

3.3 **Third Party Beneficiary.** The parties hereto acknowledge that City is entitled to enforce this Guaranty directly against the Guarantor at any time. City is also entitled to enforce any security agreements additional guaranties or other collateral now or hereafter securing this Guaranty at any time against the person or entity providing such security.

3.4 **Further Assurances.** The Guarantor will, at its expense, execute, acknowledge and deliver all such further documentation, instruments and assurances and the like and take all such further action as City shall reasonably require in order to carry out the intentions or facilitate the provisions of this Guaranty.

3.5 **Obligations Absolute.** The Guaranteed Obligations shall remain in full force and effect without regard to, and shall not be affected or impaired by the following, any of which may be taken without the consent of, or notice to, the Guarantor, nor shall any of the following give Guarantor any recourse or right of action against City:

(a) Any delay, exercise or non-exercise by City of any right or privilege under this Guaranty;
Any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Guarantor (which term shall include any other party at any time directly or contingently liable for any of the Operating Deficit Guaranty or any affiliate of the Guarantor, or any action taken with respect to this Guaranty by any trustee or receiver, or by any court, in any such proceeding, whether or not the Guarantor shall have had notice or knowledge of any of the foregoing;

Any assignment or other transfer of this Guaranty in whole or in part;

Any acceptance of partial funding of the Operating Deficit Guaranty;

Any release or discharge of the Borrower or any general partner from any of its obligations; and

Any subordination, compromise or release of any or all of the property or other collateral, if any, securing the Guarantors’ obligations under this Guaranty, or any substitution with respect thereto.

3.6 Waivers. Guarantor unconditionally waives any defense to the enforcement of this Guaranty other than payment or performance, including, without limitation:

All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty;

Any right to require City to proceed against the Borrower at any time, or to proceed against or exhaust any security held by City at any time, or to pursue any other remedy whatsoever at any time;

Any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Borrower or the Guarantor or any affiliate of the Borrower or the Guarantor or any action taken with respect to this Guaranty by any trustee or receiver, or by any court, in any such proceeding, whether or not the Guarantor shall have had notice or knowledge of any of the foregoing;

Any right any Guarantor might have, under Idaho law, to revoke this Guaranty, it being the intention of the Guarantor that this Guaranty remain in full force and effect until termination, as provided herein;

Any defense based upon an election of remedies by City, including, without limitation, any remedies which destroy or impair the subrogation rights of Guarantor to the Borrower or any general partner for reimbursement or both; and

Any duty of City to advise the Guarantor of any information known to City regarding the financial condition of the Borrower or any general partner and all other circumstances affecting the ability of the Borrower or any general partner to perform its obligations to City, it being agreed that Guarantor assumes the responsibility for being and keeping informed regarding such conditions or any such circumstances.

3.6 Subrogation. Notwithstanding any other provision of this Guaranty to the contrary, until all obligations in favor of City hereunder shall have been paid or performed in full, Guarantor hereby waives any claim or other rights which the Guarantor may now have or hereafter acquire to participate in any claim or remedy of City against the Borrower, or any general partner or any collateral which City now has or hereafter acquires, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise, including, without limitation, the right to take or receive from the Borrower or any general partner, directly or indirectly, in cash or other property or by set off or in any other manner, payment or security on account of such claim or other rights.

3.7 Additional Waivers. Guarantor shall not be released or discharged, either in whole or in part, by City’s failure or delay to (a) perfect or continue the perfection of any lien or security interest in any collateral which secures the obligations of the Borrower, or (b) protect the property covered by such lien or security interest.
3.8 **Dealings with Parties.** City shall have complete discretion, without giving notice to or obtaining the consent of the Guarantor, the Borrower and each other person or entity who now is or after the date hereof becomes liable in any manner for any of the Guaranteed Obligations, in such manner as City shall decide, and accordingly Guarantor grants to City full authority, in its sole discretion, whether before or after termination of this Guaranty, to do any and all of the following, without limiting the generality of the foregoing: extend credit, make loans and afford such financial accommodation to the Borrower or any general partner at such times, in such amounts and on such terms as City may approve; vary the terms or alter, compromise, accelerate and grant extensions or renewals of time or manner of payment of any present or future obligations under this Guaranty; vary, exchange, release or discharge, wholly or partially the Borrower or any general partner obligor of the obligations under this Guaranty, and compromise or make any settlement or other arrangement with the Borrower and/or any general partner, and if the obligations under this Guaranty are now or hereafter secured, exchange, substitute or release in part or in full all of the security given for the payment and performance of any of the Guarantor’s obligations under this Guaranty.

3.9 **Bankruptcy No Discharge; Repayments.** So long as any of the Guaranteed Obligations shall be owing to City, the Guarantor shall not, without the prior written consent of City, commence or join with any other party in commencing any bankruptcy, reorganization or insolvency proceedings of or against the Borrower or any general partner any of which is not cured or dismissed by the applicable Guarantor within ninety (90) days after written notice is given to Guarantor. Guarantor understands and acknowledges that by virtue of this Guaranty, the Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect the Borrower and any general partner. As an example and not in any way of limitation, a subsequent modification of the Guaranteed Obligations in any reorganization case concerning the Borrower or any general partner shall not affect the obligation of the Guarantor to pay and perform the Guaranteed Obligations in accordance with their respective original terms. If a claim is ever made upon City for repayment of any amount or amounts received by City in payment of the obligations under this Guaranty (whether or not all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by City) and City repays all or any part of said amount, then, notwithstanding any revocation or termination of this Guaranty or the cancellation of any other instrument evidencing the Guaranteed Obligations, each Guarantor shall be and remain liable to City for the amount so repaid by City, to the same extent as if such amount had never originally been received by City.

3.10 **Subordination.** So long as any of the Guaranteed Obligations remain unpaid or undischarged, Guarantor agrees that any and all claims it may have against the Borrower or any general partner shall be and hereby are subordinated to the Guaranteed Obligations and all other claims of City against the Borrower or any general partner. Any indebtedness of the Borrower or any general partner to Guarantor shall be collected and received by the Guarantor as trustee for City be paid over to City on account of the indebtedness of the Guarantor to City, upon demand by City. Notwithstanding the foregoing, so long as no Event of Default shall exist hereunder or under any of the Loan Documents, and no event has occurred which with the passage of time or the giving of notice would constitute a default hereunder or under any of the Loan Documents, Guarantor and/or its affiliates shall be entitled to receive any fees or other payments specifically provided for in the Borrower’s partnership agreement.

3.11 **Independent and Separate Obligations.** The obligations of Guarantor hereunder are independent of any obligation of the Borrower or any general partner, and, in the Event of any Default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Guarantor is the alter ego of the Borrower or any general partner. City’s rights hereunder shall not be exhausted until the conditions to termination in Section 4.6 below have been satisfied.

3.12 **Setoff.** City shall have a right of setoff against, and Guarantor hereby grants a security interest in, all moneys, securities and other property of the Guarantor now or hereafter in the possession of City related solely to the Project. Such right is in addition to any right of setoff City may have by law. All rights of setoff may be exercised without notice or demand to the Guarantor. No right of setoff shall be deemed to have been waived by any act or conduct on the part of City, or by any neglect to exercise such right of setoff, or by any delay in doing so. Every right of setoff shall continue in full force and effect until specifically waived or released by an instrument in writing executed by City.
3.13 **Payments.** In the event City directs demand of payment from the Guarantor, the Guarantor shall not be credited for the funding of any of the Guaranteed Obligations payable to City unless the required payment is received by City in immediately available funds and is made by Guarantor after a demand made by City pursuant to this Guaranty. Guarantor agrees that whenever the Guarantor shall pay any amount to City hereunder on account of the liability hereunder, the Guarantor will deliver such payment to City at the addresses provided in Section 4.1 below and notify City in writing that such payment is made under this Guaranty for such purpose, with a copy to Borrower of such evidence of payment and notice.

3.14 **Financial Statements.** Guarantor covenants and agrees to provide City, on or before April 30 of each year commencing in April, 2021, with financial statements (audited, if available), including a balance sheet, an income statement, a statement of changes in financial position and such other statements as may be required by City, prepared in accordance with generally accepted accounting practices consistently applied and certified as true and complete in all material respects by the Guarantor or an officer of the Guarantor or, if required by City, a certified public accountant acceptable to City which shall be marked confidential and kept in confidence by the City, subject to applicable law. Guarantor further covenants and agrees to immediately notify City of any material adverse change in the Guarantor’s financial condition.

3.15 **Governing Law/Consent to Jurisdiction.** This Guaranty shall be governed by and construed in accordance with the laws of the State of Idaho. Guarantor hereby irrevocably submits and consents to the jurisdiction of the courts of the State of Idaho and of the United States District Court for the district of Idaho in connection with any action, suit or other proceeding arising out of or relating to this Guaranty or any action taken or omitted hereunder, and waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to the Guarantor at the address for purposes of notices hereunder. If Guarantor, so served, should fail to appear or answer within the time prescribed by law, then the Guarantor shall be deemed in default and judgment may be entered against the Guarantor for the amount or other relief as demanded in any summons, complaint or other process so served. Guarantor agrees that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**ARTICLE 4**
**MISCELLANEOUS**

4.1 **Notices.** All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) U.S. mail; or (c) electronic mail. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the electronic mail transmission occurs provided sender has now knowledge such transmission was not actually received by recipient or if such date is not a business day on the business day immediately following the date on which the electronic mail transmission occurs.

**Lenders:**
City of Boise  
Division of Housing and Community Development  
150 N. Capitol Boulevard  
PO Box 500  
Boise, Idaho 83701-0500  
Email: __________________________

**Guarantors:** 6th and Grove Limited Partnership
As long as the limited partner or an affiliate thereof remains a member of the Borrower and has recorded a Request for Copy of Notice of Default in the office of the Ada County, Idaho Recorder pursuant to Idaho Code Section 45-1511, City agrees to provide written notice of an Event of Default to the limited partner set forth therein and allow said partner the opportunity to cure any default of Guarantor. Guarantor agrees that City shall be entitled to rely upon and to accept any offer of cure made by any such investor.

4.2 **Expenses.** Guarantor agrees to pay all costs and expenses, including reasonable legal fees, which may be incurred by City in any effort to collect or enforce any of the obligations of Guarantor hereunder, whether or not any lawsuit is filed, including, without limitation, all costs and legal fees incurred by City in any bankruptcy proceeding (including, without limitation, any action for relief from the automatic stay of any bankruptcy proceeding) and in any judicial or nonjudicial foreclosure action.

4.3 **Amendments; Successors.** Neither this Guaranty nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought, subject to the prior written consent of City. All of the terms of this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Guarantor shall not have the right to assign any of the Guarantor’s rights or obligations under this Guaranty. All remedies of City are cumulative. When the context in which the words are used in this Guaranty indicates that such is the intent, words in the singular number shall include the plural and vice-versa. If any one or more of the provisions of this Guaranty should be determined to be illegal or unenforceable, all other provisions shall remain effective. No delay or failure by City to exercise any remedy against Guarantor will be construed as a waiver of that right or remedy. If more than one person or entity executes this Guaranty as a Guarantor, the obligations hereunder shall be joint and several.

4.4 **Reserved.**

4.5 **Demands.** Each demand by City for performance or payment hereunder shall be in writing and shall be made in the manner set forth in Section 4.1. Interest shall accrue at the Default Interest Rate on all sums not paid by the Guarantor to City within ten (10) days after demand.
4.6 **Term.** The obligations of the Guarantors under this Guaranty and any instrument which grants collateral to secure such obligations shall continue in full force and effect until the Indebtedness is paid and full and until the Guarantors have fully performed all of the Guaranteed Obligations and paid all other amounts payable hereunder in accordance with the terms of this Guaranty and the period of time has expired during which any payment received by City hereunder or any act performed by the Guarantors may be determined to be a preferential or fraudulent transfer under the United States Bankruptcy Code or other similar applicable laws.

4.7 **Complete Agreement.** This Guaranty supersedes any prior negotiations, discussions or communications between any Guarantor and City, and constitutes the entire agreement between City and the Guarantors with respect to the Guaranteed Obligations.

4.8 **Counterparts.** This Guaranty may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

4.9 **Advice of Counsel.** The Guarantors represent and acknowledge to City that the Guarantors have consulted with their attorneys regarding the terms and conditions and waivers set forth in this Guaranty. The Guarantors’ attorneys have advised the Guarantors of the true legal consequences of each waiver set forth in this Guaranty, including the rights the Guarantors would have in the absence of such waivers.

4.10 **Waiver of Jury Trial.** BY EXECUTING THIS GUARANTY, CITY AND THE GUARANTORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHTS OR THE RIGHTS OF THEIR HEIRS, ASSIGNS, SUCCESSORS OR PERSONAL REPRESENTATIVES TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HEREWITH OR WITH THE INDEBTEDNESS OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CITY’S EXTENDING CREDIT TO THE BORROWER AND NO WAIVER OR LIMITATION OF CITY’S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON CITY’S BEHALF.

4.11 **Idaho State Notice.** UNDER IDAHO LAW (§ 9-505(5) I.C.) (IF AND TO THE EXTENT APPLICABLE HERETO), A PROMISE OR COMMITMENT TO LEND MONEY OR TO GRANT CREDIT IN AN ORIGINAL PRINCIPAL AMOUNT OF $50,000 OR MORE, MADE BY A PERSON OR ENTITY ENGAGED IN THE BUSINESS OF LENDING MONEY OR EXTENDING CREDIT, MUST BE IN WRITING OR SUCH A PROMISE OR COMMITMENT IS NOT VALID.

Each Guarantor acknowledges that the above paragraph has been expressly bargained for by City as part of the Loan and that, but for the Guarantors’ agreement thereto, City would not have extended the Loan secured by this Guaranty.

[Remainder of Page Intentionally Left Blank]
COUNTERPART SIGNATURE PAGE FOR
OPERATING DEFICIT GUARANTY

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed and delivered by
their duly authorized representatives as of the date first set forth above.

GUARANTORS:

6th and Grove Limited Partnership,
an Idaho limited partnership

By: 6th and Grove Associates LLC,
an Idaho limited liability company
Its General Partner

By: 6th and Grove LIHTC LLC,
an Idaho limited liability company,
its Manager

By: Moonlake Consulting, LLC,
an Idaho limited liability company,
its Manager

By: Chance Hobbs, Manager

By: 6th and Grove LIHTC Developer LLC,
an Idaho limited liability company,
its Manager

By: Clayton N. Carley, Manager

By: J. Dean Papé, Manager

CITY:
APPROVED BY:

_______________________________________________
Lauren McLean, Mayor                                            Date

ATTEST:

_______________________________________________
Lynda Lowry, ex officio City Clerk                             Date
NOTARY ACKNOWLEDGMENTS

STATE OF IDAHO )
 ) ss.
COUNTY OF _____________)

This record was acknowledged before me on June ____, 2020, by Chance Hobbs, the manager of Moonlake Consulting, LLC, the manager of 6th and Grove LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of ______________________
My Commission Expires ______________________
STATE OF IDAHO )
COUNTY OF _______________)

This record was acknowledged before me on June ____, 2020, by Clayton N. Carley, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of _______________
My Commission Expires ____________________

STATE OF IDAHO )
COUNTY OF _______________)

This record was acknowledged before me on June ____, 2020, by J. Dean Papé, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of _______________
My Commission Expires ____________________

Operating Deficit Guaranty
6th and Grove
STATE OF IDAHO
COUNTY OF ADA

The foregoing instrument was acknowledged before me this ____ day of __________, 2020, by Lauren McLean and Lynda Lowry, the Mayor and ex officio City Clerk of the CITY OF BOISE CITY, an Idaho municipal corporation, and acknowledged to me that she executed the within instrument on behalf of said municipal corporation.

Notary Public for the State of ________________________
My Commission Expires ________________________
EXHIBIT A
LEGAL DESCRIPTION

A parcel of land being Lot 1 and a portion of Lot 2, Block 6 of Boise City Original Townsite, as shown on the Plat thereof, recorded in Book 1 of Plats at Page 1, Ada County Records, located in the Northeast Quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the centerline intersection of West Grove Street and South 5th Street, as same is shown on said Boise City Original Townsite, (from which point the centerline intersection of West Grove Street and South 6th Street bears North 54°47'23" West, 380.23 feet distant);
Thence North 54°47'23" West, a distance of 39.97 feet on the centerline of said West Grove Street;
Thence North 35°12'37" East, a distance of 40.00 feet to the southeasterly corner of Block 6 of said Boise City Original Townsite;
Thence North 54°47'23" West, a distance of 209.97 feet on the northerly right-of-way line of said West Grove Street to the POINT OF BEGINNING;

Thence continuing North 54°47'23" West, a distance of 90.27 feet on the northerly right-of-way line of said West Grove Street to the Southwesterly corner of said Block 6;
Thence North 35°14'09" East, a distance of 122.17 feet on the easterly right-of-way line of South 6th Street to the northwesterly corner of Lot 1, Block 6 of said Boise City Original Townsite;
Thence South 54°47'46" East, a distance of 93.01 feet on the southerly alley right-of-way line of said Block 6;
Thence South 35°04'00" West, a distance of 77.18 feet;
Thence North 54°45'08" West, a distance of 3.00 feet;
Thence South 35°12'37" West, a distance of 45.00 feet to the POINT OF BEGINNING.

Upon filing of the condominium plat for the Project, the foregoing description of Land will be replaced with a description of the condominium residential unit, substantially in the following form:
Condominium Unit 3 as shown on the final plat of Postmaster Condominiums recorded in the records of Ada County, Idaho in Book ____ at Pages _____, as Instrument No. ________________________, as the same may be amended or supplemented from time to time.
CITY OF BOISE
HOME PROGRAM

LOAN AND REGULATORY AGREEMENT

Loan No: HMF1302D
Project Name: 6th and Grove

THIS LOAN AND REGULATORY AGREEMENT (this “Agreement”) is entered into on the ______ day of June, 2020 (the “Effective Date”) by and between CITY OF BOISE CITY, a public body corporate and politic of the State of Idaho, by and through the Housing and Community Development Division of the Department of Planning and Development Services (“City”), and 6TH AND GROVE LIMITED PARTNERSHIP, an Idaho limited partnership organized under the laws of the State of Idaho (“Owner”).

PRELIMINARY RECITALS

A. City has received certain funds pursuant to the HOME Program (defined below), which is administered by the U.S. Department of Housing and Urban Development (“HUD”). Under the HOME Program, HUD allocates Federal funds to participating jurisdictions, such as City, to provide affordable housing to “low income persons” as defined in the Regulations (defined below). As a recipient of a portion of those Federal funds, City may loan money to eligible developers of projects to provide housing for low-income persons.

B. City deems it to be in the public interest to encourage and facilitate the construction of multifamily rental housing for income eligible households earning less than 80% of Area Median Income as defined by the U.S. Department of Housing and Urban Development within the City.

C. On April 22, 2019, City issued a HOME Investment Partnerships Program Application for the construction of multi-family housing for income eligible households within the City of Boise, which provided that the selected grantee could receive up to $1,000,000 of HOME Investment Partnership Funds from City (which sum was later increased to $1,495,592) for construction costs, and that City would provide a Conditional Letter of Support to the Idaho Housing and Finance Association’s (“IHFA”) Low Income Housing Tax Credit Application.

D. Owner responded to City’s HOME Investment Partnerships Program Application, and submitted an application for funding to City, which includes, but is not limited to, the completed printed application, any written responses to any deficiency letter issued by City for the HOME loan, and any written attachments, addenda, and amendments pertaining thereto (collectively, the “Application”) to utilize HOME funds for the acquisition, development, rehabilitation, replacement, restoration, construction and/or operation of a multifamily residential development consisting of fifty (50) units (which was later increased to sixty (60)), with forty-five (45) units for households earning less than 80% of Area Median Income, which will include nine (9) floating HOME-assisted units (the “Project”) located on certain immovable property more fully described on Exhibit A – Legal Description attached hereto (the “Land”) in Boise, Ada County, Idaho, which description of Land shall be amended upon filing of the condominium plat for the Project and the Parties agree this Agreement shall then be amended accordingly; and Owner shall construct the Project in accordance with the schedule of performance (the “Schedule of Performance”) on Exhibit B – Schedule of Performance and otherwise operate the Project in accordance with this Agreement.

E. Based on its Application to City, Owner has been awarded a HOME loan from City in the amount of $1,495,592.00 (“HOME Loan”), the proceeds of which shall be used for the Project, as set forth in the Award Letter between Owner and City dated June 11, 2020, updated January 9, 2020 and June 11,
In order to secure the HOME Loan awarded to Owner, City has entered into a Mortgage, defined below, with Owner; additionally, City and Owner, and related parties have entered into a Memorandum of Restrictive Covenants, Promissory Note, Operating Deficit Guaranty, Completion Guaranty, and this Agreement with Owner (collectively, all documents including the Mortgage documents, the “Loan Documents”) which secures the collateral as described therein (the “Mortgaged Property”);

This Agreement is made pursuant to the HOME Program and any recipient of HOME funds must comply with the Regulations and the City’s Action Plans as well as all land use regulations, codes, and laws affecting the acquisition, ownership, use, improvement, and development of property.

The parties desire to enter into this Agreement in order to: (i) evidence the terms and conditions of the HOME Loan and the security therefore; and (ii) ensure compliance by Owner with the HOME Program requirements; and (iii) govern the disbursement of the HOME Loan and use of such funds by Owner.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, City and Owner agree as follows:

SECTION 1
LOAN AMOUNT AND USE OF FUNDS

1.1 Recitals and Defined Terms. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Mortgage (defined below), Action Plans, or the Application, as applicable. Notwithstanding any definition to the contrary contained herein, the following additional terms shall have the following meanings:

(a) **Action Plans**: The City’s duly authorized and adopted Five Year Consolidated Plan and Annual Action Plan, with which Owner must comply.

(b) **Affiliate**: Any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which has a Controlling Interest in, Owner.

(c) **Award Letter**: A written letter executed by City to Owner(s) and signed and acknowledged by Owner(s) outlining the basic terms and conditions of the HOME loan, which includes the regulations, policies and procedures, and allows for the commitment of HOME funds to the project.

(d) **Business Day**: Any day other than Saturday or Sunday or any other day on which City is not open for business.

(e) **City**: City of Boise City, Idaho

(f) **HOME Loan**: means the loan to Borrower made by City to Owner in the principal amount of $1,495,592.00.

(g) **Completion Guaranty**: Owner and Key Principal(s) acceptable to City have agreed or will agree to be bound by that Guaranty Agreement guarantying completion of the Project under the terms and conditions contained in the executed Completion Guaranty.

(h) **Construction Costs**: The actual cost of the Project, including labor, materials, demolition, improvements, utility installation, architectural and engineering services, and other work to be
performed and costs to be incurred in connection with the construction, rehabilitation and/or completion of the Project in accordance with the Plans and Specifications and this Agreement, not to exceed the Total Development Cost. The term “Construction Costs” shall include all hard and soft costs associated with the acquisition, financing, improvement, rehabilitation, and construction of the Project.

(i) Construction Lender: Mountain West Bank, Division of Glacier Bank

(j) Construction Loan: The loan obtained by Owner for the construction of the Project, secured by a construction mortgage on the Project.

(k) Controlled by, under common control with, or controlling interest: (i) the direct or indirect power (under contract, equity ownership, the right to vote or determine a vote, or otherwise) to direct the financial, legal, beneficial or other interests of a company (or other entity) and includes the definition of “control” in 24 CFR 401.310(a)(2); or (ii) the power to vote, directly or indirectly, 25 percent or more of any class of the voting stock of a company; or (iii) the ability to direct in any manner the election of a majority of a company (or other entity’s) directors, trustees or members; or (iv) the ability to exercise a controlling influence over the company or entity’s management and policies. For purposes of this definition, a general partner of a limited partnership is presumed to be in control of that partnership, and a managing member of a limited liability company is presumed to be in control of that limited liability company.

(l) Debt Service Amounts: Amounts payable under this Agreement, the Note, the Mortgage, or any other Loan Document.

(m) Default Rate: A rate, which is equal to the lesser of four (4) percentage points above the Interest Rate or the maximum interest rate, which may be collected from Owner under applicable law.

(n) Disbursement Date: The date of each disbursement of Loan proceeds hereunder.

(o) Draw Request: A request for disbursement of a portion of the proceeds of the Loan to provide funds for the payment of Construction Cost; each such Draw Request shall be deemed an advance under the applicable Note. The Draw Request shall contain claims for labor and materials to the date of the last inspection by the Inspector, and not for labor and materials rendered thereafter, and contain the Inspector’s determination or confirmation of the percentage of completion of the Project for the purposes of the Draw Request. The “Inspector” is the licensed professional under the control of City and/or Architect hired to inspect the construction and progress thereof prior to disbursements under the HOME Loan.

(p) HOME Loan Program: The HOME Investments Partnership Program, which is administered by the U.S. Department of Housing and Urban Development (“HUD”), pursuant to 42 USC § 3535(d) and 12701 through 12839 and 24 CFR § 92 (the “Regulations”). Under the HOME Program, HUD allocates Federal funds to Grantees such as City, to provide affordable housing to “low income persons” as defined in 24 CFR 92.2. As a HUD Grantees, the City loan HOME funds to eligible recipients to provide housing for low-income persons.

(q) Identity of Interest: An identity of interest relationship exists if any officer, director, board member, or authorized agent of any Project team member (consultant, general contractor, supplier, vendor, vendee, attorney, management agent, seller of the land, etc.):

(i) Is also an officer, director, board member, or authorized agent of any other Project team member;
(ii) has any control over or any financial interest in any other Project team member’s firm or corporation;

(iii) is a business partner of an officer, director, board member, or authorized agent of any other Project team member;

(iv) has a family relationship through blood, marriage or adoption with an officer, director, board member, or authorized agent of any Project team member; or

(v) advances any funds or items of value to Owner.

(r) **Indebtedness:** The principal of, interest on, or any other amounts due at any time under the applicable Note, this Agreement, the Mortgage or any other Loan Document, including prepayment premiums, late charges, default interest, and advances to protect the security of the Mortgage under the terms of the Mortgage, reasonable attorney’s fees and court costs, and other fees and costs due and payable under the Loan Documents.

(s) **Interest Rate:** Zero Percent

(t) **Key Principal:** A creditworthy person or entity acceptable to City, which may include the general partner of Owner’s limited partnership or the managing member of Owner’s limited liability company, or other Affiliate of Owner, which has an economic interest in Owner, or which will otherwise obtain a material financial benefit from the Loan, and initially 6th and Grove Associates LLC.

(u) **Lender:** The holder of the Note, including without limitation, City.

(v) **Loan:** The advance of HOME funds hereunder up to the Loan Amount for the construction of the Project, as evidenced by the Promissory Note.

**Loan Amount:** Up to $1,495,592.

(w) **Loan Documents:** Loan documents include the Note, Deed of Trust, UCC-Financing Statement covering the fixtures and personal property located at the Project, this Agreement, the Memorandum of Restrictive Covenants, the Completion Guaranty, Operating Deficit Guaranty, and other such documents, agreements, instruments or certificates as City and its counsel may require, including such documents as City in its reasonable discretion deems necessary or appropriate, and to comply with the requirements of the HOME Program, the Action Plans, and the laws of the State of Idaho.

(x) **Maturity Date:** The earliest to occur of (i) sale or refinancing of the Project, excluding any refinancing in accordance with the documents executed in connection with the Construction Loan upon conversion to the permanent phase; (ii) acceleration following an Event of Default under the Loan Documents that is not cured within any applicable grace or cure period; or (iii) June ______, 2060.

(y) **Memorandum of Restrictive Covenants:** A regulatory agreement provided in favor of City that shall: (i) run with the land; and (ii) have a term of twenty (20) years from the date the Project is completed in the City’s HUD Integrated Disbursement and Information System (“IDIS”); which contains the applicable terms, conditions, restrictions, and regulations agreed to in this Agreement, as required by the HOME Program. As a condition of disbursement of proceeds under the Loan, Owner will be required to execute and deliver to City a Memorandum of Restrictive Covenants. The Memorandum of Restrictive Covenants shall be recorded in the real estate records in Ada County, Idaho, and shall not be subordinate to the Permitted Senior Loans or liens.
(z) **Mortgage:** The Deed of Trust, Security Agreement, Fixture Filing and Assignment of Rents and Leases, securing the repayment of the Note payable to City, and UCC financing statement which shall (a) constitute a second lien upon the Project, and (b) constitute a second lien upon and security interest in all fixtures and personal property relating to or located in the Project, and (c) secure Owner’s obligations to City under the Loan Documents.

(aa) **Note:** That certain Promissory Note, dated on an even date herewith in the Loan Amount, and any renewal, modification or extension thereof.

(bb) **Permanent Lender:** Rocky Mountain Community Reinvestment Corporation.

(cc) **Permanent Loan:** Any loan obtained by Owner for the Project, and secured by a mortgage on the Project, other than a construction loan.

(dd) **Permanent Loan Mortgage:** Any mortgage, assignment of leases and rents and security agreement securing payment of a Permanent Loan, the lien of which on the Project is senior to the lien of the Mortgage, and all Permanent Loan documents entered into by Owner in favor of Permanent Lender in connection with Permanent Loan.

(ee) **Permitted Senior Loans:** The HOME Loan shall be subordinate to a Construction Loan in the amount of approximately (as amounts may be adjusted in the final loan documents for the Permitted Senior Loans) $12,000,000 and Permanent Loan in the amount of approximately $4,000,000 provided by Mountain West Bank (construction) and Rocky Mountain Community Reinvestment Corporation, respectively. All cash flow and revenues from the Project shall be subordinate to the Permitted Senior Loans. Only one of the Permitted Senior Loans shall be outstanding at any time.

(ff) **Plans and Specifications:** The plans and specification for the construction of the Project as reviewed and approved by City prior to the initial Draw Request and all amendments and modifications thereto as approved by City.

(gg) **State:** State of Idaho

(hh) **Total Development Costs:** The total costs to develop and construct the Project, including without limitation, hard and soft costs, and developer fees, as set forth on Exhibit C – Certified Sources and Uses Budget attached hereto, as modified and amended from time to time with the consent of the Construction Lender and City.

(ii) **Predevelopment Costs:** Architectural, engineering, and/or related professional services required to prepare plans, drawing, specifications, or work write-ups. The costs may be paid if incurred not more than 24 months before the date HOME funds are committed to the Project and City expressly permits HOME funds to be used to pay these costs in this Agreement.

(jj) **Investor Member:** BCP/6th and Grove, LLC, a Delaware limited liability company, and its permitted members, successors and assigns.

1.2 **Loan.** Under the terms and conditions of the Loan Documents, City agrees to make the HOME Loan to Owner in the principal sum of One Million Four Hundred Ninety-Five Thousand Five Hundred Ninety-two and 00/100 Dollars ($1,495,592.00), subject to reduction of said amount in accordance with the final determination of Loan amount by City based upon contractor and Owner cost certifications and/or an evaluation of the amounts available from other funding sources, including but not limited to those listed in the budget attached hereto as Exhibit C - Certified Sources and Uses Budget.

(a) **Cost Certification.** Owner acknowledges and agrees the principal amounts of the Indebtedness were calculated based upon estimated costs for the development, restoration, replacement,
rehabilitation, and/or construction of the Project provided by Owner. Owner agrees to provide City prior to the final disbursement of funds, with a cost certification audit acceptable to City (the “Cost Certification Audit”), prepared by an independent third party consulting or accounting firm acceptable to City, certifying the actual costs incurred and paid by Owner in the development, restoration, rehabilitation, replacement and/or construction of the Project, and including such other information as City may require, within thirty (30) days of submitting a Cost Certification Audit to City. Owner agrees to cooperate with City and to provide any documentation deemed necessary by City for a complete audit.

(b) Reduction of Loan. Notwithstanding anything to the contrary contained herein or in the Award Letter, City may reduce the principal amounts of the Indebtedness in the event the Cost Certification Audit or the final subsidy layering analysis of the Project completed by City disclose that the actual costs incurred by Owner in the development, restoration, replacement, rehabilitation, and/or construction of the Project were less than the estimated costs for the development, restoration, replacements, and/or construction of the Project upon which the calculation of the principal amount of the Indebtedness were based. The principal amounts of the Loan may be reduced based on the actual Project costs incurred by Owner, the amount of Low Income Housing Tax Credits awarded to the Project, and the final amount, terms and conditions of Owner’s Permanent Loan, if any. If the amount of Loan proceeds advanced to Owner prior to completion of the Cost Certification Audit and final subsidy layering analysis exceeds the principal amount of the Loan supported by the Cost Certification Audit and final subsidy layering analysis (“Excess Proceeds”), City may reduce the amount of the final disbursement, and/or Owner shall pay City the amount of any remaining Excess Proceeds in one lump sum payment within thirty (30) days of receiving written notice from City that the Excess Proceeds are due and payable.

(c) Restrictions on Identity-of-Interest Relationships. Owner must notify City in writing prior to contracting with any Identity of Interest entity, and Owner must include in its audited annual financial statements a disclosure of all amounts paid to Identity of Interest entities. In addition, City will have the right, in its sole and absolute discretion, during the term hereof, to require the cancellation of any contract between Owner and any Identity of Interest entity in the Event of Default, and all Identity of Interest contracts must permit such cancellation in the Event of Default. If City approves a contract that does not provide for subsequent cancellation, Owner agrees, upon the City’s request, to cause the contract to be modified to provide for cancellation in the Event of Default.

1.3 Nonrecourse Loan. Notwithstanding anything to the contrary contained in the Loan Documents, except as set forth in this Section 1.3, Owner shall have no personal liability under the Loan Documents for the repayment of the Indebtedness or for the performance of any other obligations of Owner under the Loan Documents, and City’s only recourse for the satisfaction of the Indebtedness, and the performance of such obligations shall be to exercise its rights and remedies with respect to the Mortgaged Property and any other collateral held by City as security for the Indebtedness, with the exception of Section B.26 of the City’s Deed of Trust (environmental liability). This limitation on Owner’s liability shall not limit or impair City’s enforcement of its rights against any Key Principal guaranteeing any indebtedness or obligations of Owner.

(a) Owner shall become personally liable to City for the repayment of any portion of the Indebtedness equal to any loss or damage suffered by City as a result of:

(i) failure of Owner to pay to City upon demand after an Event of Default, all rents, revenues and profits from the operation of the Project to which the City is entitled under the Mortgage, and the amount of all security deposits collected by Owner from tenants then in residence;

(ii) subject to the rights of Construction Lender, failure of Owner to apply all insurance proceeds and condemnation proceeds as required by the Mortgage;
(iii) failure of Owner to comply with the requirements in the Mortgage relating to the delivery of books and records, statements, schedules and reports;

(iv) fraud or any written material misrepresentation by Owner or any officer, agent, director, partner, member or employee of Owner in connection with the Application, the Loan Documents, or any request by City;

(v) failure to apply rents, revenues and profits, first, to the payment of reasonable operating expenses (other than Property management fees that are not currently payable) and then to Debt Service Amounts due, except that Owner will not be personally liable (i) to the extent that Owner lacks the legal right to direct the disbursement of such sums because of a Permanent Loan Mortgage encumbering the Project, or bankruptcy, receivership or similar judicial proceedings, or (ii) with respect to Surplus Cash, as defined in the Deed of Trust Note, distributed in any calendar year if Owner has paid all operating expenses and Debt Service Amounts due for that calendar year; or

(vi) failure of Owner to pay all deductibles required under any of the insurance policies required to be maintained under Section 6.3 of this Agreement.

(b) Owner shall become personally liable to City for the repayment of all of the Indebtedness due upon the occurrence of any of the following Events of Default:

(i) Owner’s acquisition of any property or operation of any business not permitted by the Mortgage.

(ii) a transfer that is an Event of Default under the Mortgage.

(c) Owner shall become personally liable to City for the repayment of the total amount of funds disbursed under the Loan if the Project does not meet the affordability requirements for Period of Affordability.

(d) To the extent that Owner has personal liability under Section 1.3, City may exercise its rights against Owner personally without regard to whether City has exercised any rights against the Mortaged Property or any other security, or pursued any rights against any Key Principal, or pursued any other rights available to City under the Loan Documents or applicable law.

(e) Notwithstanding the foregoing provisions, one or more Key Principals shall be personally liable to City upon the occurrence of an Event of Default by Owner, and shall agree to pay to City, or its assigns, on demand, all amounts for which Owner is personally liable under the Loan Documents, including without limitation Section 1.3(b) and (c). The obligations of each Key Principal shall survive any foreclosure proceeding, any foreclosure sale, delivery of any deed in lieu of foreclosure, and any release of record of the Mortgage. City may pursue its remedies against any Key Principal without first exhausting its remedies against Owner or the Project.

1.4 Expenditure of Funds. Proceeds from the Loan are to be used solely to support the development, construction and/or operation of the Project as set forth in the Application, and as required by the HOME Program, the Action Plans, and the Loan Documents. Owner shall use the proceeds of the Loan only for the payment of eligible expenses permitted under the HOME regulations as set forth in 24 CFR § 92.206. Owner shall not use any proceeds from the Loan for prohibited activities as set forth in 24 CFR § 92.214. Owner acknowledges that City must comply with the provisions of 24 CFR § 200 and 24 CFR, which allow only costs that are necessary, reasonable, and adequately supported by documentation to be charged to the HOME Program. Thus, Owner acknowledges and agrees that any funds not used in accordance with this standard or applicable regulations must be repaid to the City by Owner upon written demand.
1.5 **Due on Sale or Transfer Restrictions.** Subject to the terms of this Section 1.5, 100% of City's Indebtedness, including without limitation, payment of all principal and accrued and unpaid interest, is due upon sale or refinancing of the Project. City may only provide a written waiver for its HOME Indebtedness. City may, in its sole discretion, accept less than 100% of the amounts then due, but such acceptance may not constitute forgiveness of any or all Indebtedness.

(a) Notwithstanding the foregoing to the contrary, Owner hereby covenants and agrees not to sell, transfer, or otherwise dispose of the Project, or any portion thereof, without obtaining City’s prior written consent, which may be granted in City’s sole discretion. City may, in its sole discretion, allow the transferee to assume the remaining Indebtedness, provided, however, in the event the Project is part of a larger condominium project, Owner’s transfer of any commercial portions of the overall project to any third party shall not be a violation of this restriction.

(b) Notwithstanding the foregoing or anything in the Loan Documents to the contrary,

(i) the pledge to a member/partner by a managing member/general partner of the managing member’s/general partner’s interest in an operating/partnership agreement as security for the performance of all of the managing/member’s/general partner’s obligations under the operating/partnership agreement shall not constitute a refinancing for purposes of the Note or the Loan Documents;

(ii) a sale, transfer, pledge, encumbrance or other disposition of any Investor Member’s interest’s in Owner shall not require City’s consent, constitute an Event of Default under the Loan Documents, nor constitute a sale of the Project for the purposes of this Section 1.5(b), if such transfer is to an Affiliate controlled by Boston Capital

(iii) the change in the managing member/general partner of Owner as managing member/general partner of Owner in accordance with the terms of the operating/partnership agreement of Owner shall not require the City’s consent nor constitute a sale of the Project for the purposes of this Section 1.5(b); and

(iv) provided, however, that for purposes of subsections (i) through (iii) of this Section 1.5(b) Owner shall provide City with notice of any such change; and any entity replacing the general partner of Owner is under direct or indirect common control or management, or has a controlling interest in, the Investor Member.

1.6 **Term.** The term of this Agreement shall commence upon its effective date and terminate upon the latter of payment in full of the Indebtedness or the completion of the Period of Affordability (as defined in Section 3.27) according to the terms set forth above. The Period of Affordability shall also transfer with the Project in case of a sale of the Project or ownership transfer as further defined in the Memorandum of Restrictive Covenants.

1.7 **Repayment of Loan and City Related Expenses.** Subject to 1.5(b) above, in the event Owner sells or transfers the Property pursuant to Section 1.5 of this Agreement or otherwise fails to maintain the Affordability Covenant as per Section 3.26 of this Agreement, Owner may be responsible for the repayment of the Loan proceeds and Project expenses incurred by the HOME Program prior to completion in HUD’s Integrated Disbursement and Information System (“IDIS”).

**SECTION 2**
**CLOSING AND CONDITIONS TO DISBURSEMENT**
2.1 **Closing.** As used herein, “Closing” shall mean that day on which all of the Loan Documents are executed and delivered by Owner and the Mortgage is filed for record with the appropriate clerk and recorder of Ada County, Idaho. City is not obligated to make the Loan, or any disbursements thereof, until the following condition are satisfied:

(a) **Environmental Review.** City shall have obtained environmental clearance as required by the National Environmental Protection Act, 42 USC §§ 4321 et seq. and compiled with the environmental review procedures set forth in 24 CFR § 58. Owner shall develop and operate the Project in compliance with all requirements contained in Exhibit E – Environmental Requirements.

(b) **Loan Documents.** Owner shall have executed and delivered to City all of the Loan Documents in the form provided for in this Agreement, or in form and substance otherwise acceptable to City, and such other documents and information as City may reasonably require.

(c) **Insurance.** Owner shall provide and maintain, or shall cause the general contractor to provide and maintain, at all times during the process of building the Project and, from time to time at the request of City, furnish City within five (5) business days with proof of payment of premiums on the insurance required in Section 6.3:

(d) **Title Insurance.** City shall have received at Closing an ALTA mortgagee’s policy of title insurance, insuring the lien of their Mortgages, subject only to the exceptions approved in writing by City, with the “standard preprinted exceptions” deleted, accompanied by such endorsements as shall reasonably be required by City.

(e) **Survey.** City shall have received at Closing an ALTA survey of the project, certified City and the title company, showing the buildings and other improvements comprising the Project to be within lot lines and building setback lines, and also showing easements, roads, and other rights-of-way affecting the Project.

(f) **Proof of Availability of Materials.** If requested by City, Owner shall furnish to City, within ten (10) business days of a written request, evidence reasonably satisfactory to City that Owner and general contractor have obtained or can obtain all necessary materials as and when required for the completion of the Project in accordance with the Plans and Specifications.

(g) **Legal Opinion.** City shall have received an opinion of Owner’s counsel, addressed to and satisfactory to City indicating compliance with all legal requirements in the formation of Owner and in the execution of documents and the enforceability of all provisions of the Loan Documents and other matters as required by City.

(h) **Organizational Documents.** City shall have received certified copies of Owner’s organizational documents, good standing certificates from the Secretary of State for the State of Idaho, for Owner’s and Owner’s managing entities, and such resolutions, certificates, and consents as City deems necessary or proper to authorize the execution and delivery by Owner of the Loan Documents.

(i) **Authority to Borrow.** Owner shall provide City with proper borrowing resolutions and authorizations.

(j) **Project Management.** Owner shall provide City with a copy of the following documents as applicable, providing for the management of the Project, including such provisions as City shall require from time to time, in order to comply with HOME Program regulations:

(i) Affirmative Marketing Plan;
(ii) Management Plan;
(iii) Tenant Selection Plan;
(iv) Management Agreement;
(v) Tenant Lease Agreement;
(vi) Tenant Fee Schedule; and
(vii) Annual Utility Allowance Schedule.

Owner shall manage the property and maintain these agreements, schedules, and plans as described in this agreement and in City's HOME compliance policies and procedures.

(k) Construction Documents. Owner shall provide City each with two hard copies and one digital copy of each of the following:

(i) Drawings and specifications, stamped and signed by the architect of record.
(ii) Construction contract must contain City Contractor’s Certifications and Representation clauses including Section 3 for Minority and Women Owned Businesses.
(iii) Contract with the architect for the Project.
(iv) If required by City, payment and performance bond in the amount of 100% of the total contract sum or, if approved previously in writing, an irrevocable letter of credit in the same amount.

City must approve all plans and specifications, performance bonds, letters of credit, bid documentation, owner/architect and owner/contractor agreements. All construction and development must be completed in accordance with final City-approved plans and specifications.

(l) Property Standards. As a new construction activity, the Project is required to meet the following at completion:

(i) Current Idaho Building Codes for new construction and local codes, ordinances, property standards, and zoning requirements.

(ii) International Energy Conservation Code as published by the International Code Council

(iii) Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act;

(iv) Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters.

(v) When the building has more than four (4) rental units, the Project must include the installation of broadband infrastructure as defined as 24 CFR 5.100. HOME Funds can be used for the costs to wire the Project for broadband internet, make utility connections to the adjacent street, including internet connectivity. If the Project is not 100% HOME assisted, only the proportional share of the cost of providing broadband infrastructure can be charged to the program

(vi) Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act. "Covered" is defined as multi-unit residential buildings built for first occupancy after March 13, 1991 with four or more units to meet the accessibility requirements of this law. Subject to specific exceptions, all units in elevator buildings and all one-story ground floor units in non-elevator buildings must meet FHA standards.

(vii) HUD Site and Neighborhood Standards at 24 CFR 983.57(e)(2) and (3).
(viii) City or its agents will conduct construction progress and final inspections to ensure that work is done in accordance with the construction documentation.

(ix) Owner will comply with 42 U.S.C. 4201-4655 and implements regulations at 49 CFR part 24 as contained in §92.353.

2.2 **Commencement of Construction.**

(a) A pre-construction conference must be held prior to the start of construction with the contractors, the architect, Owner and City.

(b) Owner is prohibited from starting construction or otherwise incurring obligations prior to written authorization issued by City.

(c) If Owner has caused construction of the Project to commence prior to recording of the Mortgage, Owner has made such action at Owner’s own risk. Owner hereafter will cause the general contractor to diligently proceed with the construction according to the Drawings and Specifications so that a certificate of occupancy is obtained, and the Project is completed on or before the date specified in Exhibit B - Schedule of Performance. The Schedule of Performance may be modified if agreed to in writing by all parties hereto. Owner further agrees to provide all funds required over and above the proceeds of the Loan should additional funds be necessary to complete the construction of the Project.

(d) Owner agrees that, without the prior written consent of City, it shall not agree or consent to any material changes in the Drawings and Specifications or to any change orders or to any changes of the terms and provisions of the Construction Contract.

(e) Construction must start within 12 months of executed Agreement.

(f) Within six (6) months of completion, HOME-Assisted units must be occupied by eligible tenants. If HOME-Assisted units are not leased up, an updated Marketing Plan must be submitted to City documenting next steps to rent vacant units.

(g) Project must be leased up within 18 months of construction completion.

(h) Project must be completed (leased up and closed out in IDIS) within four (4) years of Agreement.

2.3 **Disbursement of Funds during Construction.** City agrees, on the terms and subject to the conditions set forth herein, and provided the Loan proceeds are available to be drawn from the United States Treasury through HUD’s Information and Disbursement system, to disburse Loan proceeds to Owner from time to time for the purpose of paying a portion of the costs associated with development of the site and completion of construction of the Project in accordance with Exhibit C – Certified Sources and Uses Budget. Owner may not request funds under this Agreement until the funds are needed for payment (unless otherwise documented in eligible costs (2.3(g))). The amount of each request must be limited to the needed amount. Prior to any draws of Loan proceeds, the following conditions must be satisfied in City’s reasonable discretion:

(a) **Construction Loan Funding.** All conditions precedent to the funding of the Construction Loan shall have been satisfied to the Construction Lender’s satisfaction and there are no uncured defaults or events with which the passage of time could serve as the basis for a default under the Construction Loan.

(b) **Draw Request.** Whenever Owner desires to borrow hereunder, which shall be no more often than monthly, Owner shall submit to the City a Draw Request based on the construction cost breakdown
for the Project approved by City, Owner, and the general contractor. The Draw Request shall be
duly executed on behalf of Owner and shall be filed at least ten (10) Business Days before the date
the Disbursement is desired. Each Draw Request with respect to construction items shall be limited
to amounts equal to the total value of the classes of the work by percentage of completion as
approved by Owner and City; plus the value of materials and equipment not incorporated in the
Project, but delivered and stored on or off the Project site in a manner acceptable to City; less five
percent (5%), or such lesser holdback as authorized by City in writing, and less prior disbursements
of funds from the Construction Lender or Owner’s equity. Any draw request made under the terms
of this Agreement shall not include any costs or expenses that are requested from any other source.

All draw requests, for the purpose of drawing HOME funds or other sources of funds for the construction of the
project, shall require approval of City.

(c) Required Documentation. At the time of submission of each Draw Request, other than the final
Draw Requisition, Owner shall submit to City the following:

(i) A written lien waiver from the Owner’s architect and from each contractor for work
completed, and materials supplied by it, in a form acceptable to City in its reasonable
discretion provided this requirement may be waived in writing by City if a satisfactory title
endorsement has been received as provided in Subsection (iii) below.

(ii) Such other supporting evidence to substantiate all cost items to substantiate all payments
made with respect to the Project.

(iii) Evidence that a title insurance company acceptable to City will issue its endorsement
covering all prior Disbursements as well as the amount of the Draw Request and insuring
that the City’s Mortgage is and continues to be in a second lien on the Project and that the
Project is free and clear of all other liens not specifically approved by City.

(iv) Satisfactory evidence that all work requiring inspection by municipal or other
governmental authorities having jurisdiction has been duly inspected and approved by such
authorities and by the rating or inspection organization, bureau, corporation or office
having jurisdiction and that all requisite certificates of occupancy and other approvals have
been issued.

(d) Funding. If, on the date HOME funds are desired, and Owner has performed all of its agreements
and complied with all requirements theretofore to be performed or complied with hereunder, and
City approves the relevant draw requisitions and receives a current construction report from the
architect approving payment, City shall pay to the disbursing agent (to the extent one may be used),
the amount of the requested funds, which will disburse such funds pursuant to and in accordance
with the terms of an agreement with the disbursing agent, if applicable. Owner may not request
disbursement of funds until the funds are needed for payment of eligible costs. The amount of each
request must be limited to the amount needed to cover the incurred eligible costs. City shall not
use a disbursing agent, unless otherwise provided by City.

(e) Undisbursed Funds. There shall be at all times undisbursed loan funds (collectively held by City
and the Construction Lender), which, when combined with equity amounts to be funded by the
equity investors, are sufficient to complete the construction of the Project. If, at any time the
undistributed amount of HOME loan proceeds and other funds committed to the Project in
accordance with Exhibit C - Certified Sources and Uses Budget is less than the amount required to
pay all costs to complete the Project, no further disbursements shall be made until Owner has
deposited with the title company the sum necessary to make the available funds equal to the unpaid
disclosed cost of construction. Upon receipt of written notice from City, Owner will have five (5)
Business Days to deposit the funds with the title company and the deposited funds will be disbursed before any further disbursement of loan proceeds.

(f) **Construction Reports.** City shall receive from Owner a construction budget with line item breakdown of all Construction Costs, including hard and soft costs and approved by the Construction Lender (Mountain West Bank), along with a sources and uses of funds in the amount of the total development costs. Owner shall have received from its designated inspector, a copy of its report delivered to the Construction Lender prior to the date of such Draw Request; provided, further, that neither the inspector nor Construction Lender shall have any liability to City for the contents of the report, or the truth or accuracy of the report, or for any errors or omissions made by inspector or Construction Lender with respect to their report, nor for any defects in the construction of the Project.

(g) **Use of HOME Funds.** The HOME funds may only be used for specific eligible costs related to development activities as approved by City including: Construction material and labor; financing fees; credit reports; title binders and insurance; surety fees; recordation fees, transaction taxes; legal and accounting fees, including cost certification; appraisals; job progress inspections; environmental reviews; builders’ or developers’ fees; affirmative marketing, initial leasing and marketing costs; HOME funds will be as initially reflected in Exhibit C - Certified Sources and Uses Budget, and amended from time to time, at the discretion and approval of City.

(i) HOME funds cannot be used for any costs related to Uniform Relocation Assistance and Real Property Acquisition Act (1970).

(ii) Owner's use of architectural, engineering, or other related professional services to prepare plans, drawing, specifications, and work write-ups may be eligible predevelopment costs if incurred no more than 24 months from the date of the commitment of HOME funds.

(iii) HOME funds for the Project cannot be used for: Acquisition of land; any site preparation or improvement, including demolition or securing of a building.

(h) **Public Requirements.** Owner shall deliver to City:

(i) a copy of the building permit(s) or written confirmation from the relevant government authorities that the building permits are ready to be obtained subject only to payment of fees, authorizing construction of the Project together with a certificate from the public official issuing the building permit(s) that the Project will conform to existing zoning laws and specified variances, if any, to the extent such a certificate is reasonably obtainable after diligent efforts; and

(i) all other authorizations, permits, or approvals, as required by any governmental authority for the construction and operation of the Project.

(i) **No Default.** The warranties and representations contained in this Agreement are correct and true, in all material respects, all the covenants, terms and conditions of this Agreement remain satisfied, and no uncured Event of Default or default, or circumstances or events which upon the lapse of time, the giving of notice, or both, could become an Event of Default, have occurred as of the date of the Draw Request under the Loan Documents.

(j) **Certification.** Owner shall certify to City that, taking into account any retainage, there will be sufficient funds to complete the Project.
(k) **Subcontractors.** If requested by City, Owner shall furnish copies, certified by Owner to be accurate and true, of all subcontracts and purchase orders for the provision of labor and materials for the construction of the improvements and statements from each subcontractor and supplier: (i) stating the amount of its contract and the amount paid to date; and (ii) acknowledging full payment (less retainage) of all sums due and payable for all work done and materials supplied.

(l) **Warranties and Representations.** As of the Disbursement Date, all Owner representations, warranties and covenants shall be true and correct in all material respects and Owner shall have performed its obligations under this Agreement, with no Event of Default, or circumstance or an event which with notice or the passage of time, or both, would constitute an Event of Default under the Loan Documents, as evidenced by a certificate of Owner, and included with each Draw Request.

2.4 **Final Disbursement of Loan Proceeds.** When the Project is complete, Owner shall provide City with the following documents, in addition to satisfying all of the conditions and supplying all of the documents required under Section 2.3, prior to final disbursement of Loan Proceeds:

(a) A certificate from Owner stating the total construction cost;

(b) Certificate of Occupancy or its equivalent for each building, from the applicable governmental authority for the State, county, and/or city in which the Project is located;

(c) Accessibility, the housing meets the accessibility requirements of 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1972 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR Parts 35 and 36, as applicable; Covered multifamily dwellings as defined at 24 CFR 100.21 must meet design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C 3601-3619);

(d) As applicable, Lead-Based Paint Poisoning Protection Act (42 U.S.C. §4831(b)) and the Residential Lead based Paint Hazard Reduction Act of 1992 (42 U.S.C §§4851-4856) and implementing regulations at 24 CFR Part 35; and Section 504 of the Rehabilitation Act of 1973;

(e) City of Boise Green Building Standards- Project will include; Formaldehyde-free cabinets, Occupancy sensor lighting in interior community areas, 100% of the total lighting to be high efficiency bulbs/lamps (CFL,LED), Continuous Ventilation (high efficiency bathroom fans with timer or humidistat), Green label certified carpet/pad/adhesive, Xeriscape landscaping and high efficiency irrigation, water saving shower heads, toilets, faucets, U-0.30 or lower rated windows (total assembly), R-Value Insulation in attic as proposed revision dated 12/21/2017 from the Project's Funding Application;

(f) Evidence of satisfactory completion and/or adherence to all requirements outlined in Exhibit E, Environmental Requirements;

(g) Evidence the Project was completed lien-free (which evidence shall include without limitation, final lien waivers from the general contractor and all major subcontractors, and expiration of the lien periods provided by applicable Idaho law) in form and substance reasonably satisfactory to City and the title company;

(h) An endorsement to the title insurance policy updating the title insurance policy to the completion date in IDIS, increasing the insurance coverage to the full amount of the Loan and containing no additional exceptions not previously approved by City;

(i) A complete set of signed and sealed “As built” Plans and Specifications;
City shall have approved the Cost Certification Audit from Owner and shall have completed the final subsidy layering review of the Project costs. If there are Excess Proceeds due to City by Owner, City may reduce the amount of the final disbursement.

At the time of completion of the Project or at such earlier time or times as City may reasonably request, Owner shall promptly furnish or cause to be furnished to City, copies of an foundation survey, properly certified by a registered surveyor, disclosing all easements on the Project, showing that the Project is entirely within the exterior boundaries of the Site and any building restriction lines and that the Project does not encroach upon any easements or right-of-way, and showing such other information as City may reasonably request. City may waive this requirement when, at their sole discretion, Owner has demonstrated producing a foundation survey would be an unnecessary.

Match documentation must be submitted to City. Match is equal to no less than 25% ($373,898) of the total HOME investment ($1,495,592) drawn for the Project. Eligible forms of match can be found at §92.220.

Final reimbursement will be held until all HOME-assisted units are leased (not to exceed 18 months). If not leased within 18 months, City will not reimburse due to repayment to HUD on non-occupied units.

Other documentation as reasonably required by City.

2.5 Right to Withhold Funding. City may elect to withhold funds or Draw Request, notwithstanding the substance of any report of the Inspector, or any documentation submitted to City in connection with a Draw Request, if City reasonably determines, at any time, the actual cost budget or progress of construction differs materially from that as shown on the Contractor's Cost Breakdown, or that the percentage of progress of construction of the Project differs materially from that as shown on the Draw Request for the period in question. Furthermore, if any instrument or document submitted by Owner in connection with any Draw Request shall not, in the reasonable exercise of City's discretion, comply in all material respects with the conditions and requirements of this Agreement then the City may amend, reduce or withhold funding of any request, as City, in its reasonable and timely discretion, shall deem proper under the circumstances.

SECTION 3
LOAN COMPLIANCE REQUIREMENTS

3.1 Applicable Laws. Owner agrees, and shall require its general contractor to agree, to abide by any and all federal, state, county and municipal laws, codes, ordinances, rules and regulations applicable to the Project, whether presently existing or hereafter promulgated, including without limitation environmental laws, building codes, land use, and zoning codes. Owner agrees to comply with all HOME Program requirements, regulations and the provisions of 24 CFR § 92, as amended from time to time, and federal crosscutting regulations and policies issued pursuant to these regulations.

3.2 Uniform Administrative Requirements. Owner acknowledges City must comply with the uniform administrative requirements set forth in 24 CFR § 92.505 and 2 CFR part 200. Owner agrees to supply City with documentation concerning the Project in order to ensure that City is in compliance with its responsibilities therein regarding source documentation for all costs incurred.

3.3 Records. Owner shall comply with 24 CFR 92 Subpart E, F, H, and F, 24 CFR §92.504, and 2 CFR § 200 as required, regarding records that must be maintained for the Project. Owner shall maintain financial records, rent and utility allowance calculations and how HOME occupancy targets were met, including tenant applications, initial income verification documents, subsequent income recertification, and tenant leases. Owner shall maintain all financial records, including source documentation to support how HOME funds hereunder were expended, which include invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and other documentation as may be required by City or HUD to support the expenditures for this Project for five years after
the project is completed in HUD’s IDIS. Records must be retained for the most recent five (5) year period until five (5) years after the Period of Affordability terminates. All records shall be made available as requested for examination by City, HUD, or Government Accountability Office (“GAO”) and their authorized representatives.

3.4 Ongoing Compliance Monitoring. During the Period of Affordability and after written notice provided at least ten (10) Business Days prior, Owner will allow on-site, financial, and desk monitoring by City, HUD, GAO or their agents, at such times as each party deems necessary. City has the right but not the obligation to conduct reasonable monitoring to determine compliance with the Memorandum of Restrictive Covenants and this Agreement, including but not limited to, the right to enter the Project, inspect the Project, inspect the books and records, and the right to inquire and receive responses from Owner and their agents, regarding the Project and its operation at any time, as required by City or HUD. Project will be monitored once within 12 months of completion and at least every three (3) years thereafter; unless, health/safety issues or other problems present, in which case monitoring will occur as needed as determined by City or HUD.

(a) Annual Monitoring Fee. City will charge Owner a reasonable annual monitoring fee based on the total number of HOME units in the Project during the Period of Affordability, as determined by the average actual cost of performing the monitoring of all HOME-assisted rental projects.

(b) Re-Inspection Fee. Owner’s failure to address areas of noncompliance may result in financial and non-financial penalties, which may include but are not limited to default penalties, increased reporting requirements, increased monitoring activities, extended affordability period, debarment or suspension from future HOME activities and awards, a required change in property management, a change in ownership, and/or immediate repayment of Loan. Owner may be charged an additional fee for a re-inspection if necessary to verify deficiencies have been corrected.

3.5 Religious and Lobbying Activities (24 CFR 92.257)

(a) Owner may engage in religious activities provided they are voluntary for all participants in the Project. Owner may not restrict or limit the Project in any way to persons of a particular religion or religious domination or require a particular religious belief or activity as a condition of receiving housing or services in the Project. If Owner or Owner’s agent(s) conduct inherently religious activities, these activities must be offered separately in time and location from other programs or services supported directly or indirectly with HUD funds.

(i) Owner and Owner’s agents shall not discriminate against others on the basis of religion or religious belief. The Loan funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that they will be used for inherently religious activities.

(ii) An organization that participates in the HOME Program shall not, in providing program assistance, discriminate against a program beneficiary, or prospective program beneficiary, on the basis of religion or religious belief.

(iii) HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the HOME Regulations.

(a) The Anti-Lobbying Act (18 U.S.C. §1913) prohibits direct or indirect use of Federal funds to pay for any personal service, advertisement, telegram, telephone, printed, or written matter or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or any official of any government to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law ratification, policy or appropriation. Owner agrees to comply with disclosure requirements of 24 CFR 5.105(b) and prohibitions of 31 U.S.C.
3.6 **Section 3 of the Housing and Urban Project Act of 1968.** Owner agrees to comply with the provisions of Section 3 of the Housing and Urban Project Act of 1968 (12 U.S.C. §1701(u)) and implementing regulations contained in 24 CFR § 135 regarding economic opportunities for low and very low-income persons. Owner shall also keep records demonstrating compliance with the foregoing regulations, including without limitation the provisions of 24 CFR § 92.508(a). **See Exhibit F – Section 3 Clause.** All contracts with contractors/subcontractors must include the Section 3 Clause language in contracts. Until construction has commenced, reports must be submitted by April 1 and October 1, providing information on Section 3 contractors. This information will be submitted on HUD Form 2516.

3.7 **Equal Employment Opportunity.** Owner agrees to comply with Executive Order 11246, as amended by E.O. 11375, the implementing regulations in 41 CFR § 60.

3.8 **Non-Discrimination.** Owner shall not, on the grounds of race, color, religion, national origin, ethnicity, familial status, sexual orientation, gender, gender identity/expression, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination with respect to, any part of the Project. Owner shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) and implementing regulations in 24 CFR § 1. Owner shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR § 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR § 8. Owner agrees to comply with 24 CFR 350(a) requiring nondiscrimination against rental assistance subsidy holders. Owner shall provide for equal access to HUD-assisted housing pursuant to 24 CFR 5.105(b).

3.9 **Fair Housing Act.** Owner shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and implementing regulations in 24 CFR 107 and keep all records demonstrating compliance with the foregoing.

3.10 **Davis-Bacon Act.** If applicable, Owner agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) through 277, as it applies to any construction work financed in whole or in part with HOME funds. All contracts and subcontracts for construction shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. Owner shall maintain supporting documentation and records which demonstrates compliance with hour and wage requirements, including contract provisions and payroll records. Until construction has commenced, reports must be submitted by April 1 and October 1, providing information on Davis-Bacon. This information will be submitted on HUD Form 4710.

3.11 **Copeland “Anti-Kickback” Act.** Owner agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR § 3.

3.12 **Contract Work Hours and Safety Standards Act.** Owner agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR § 5.

3.13 **Handicapped Accessibility Requirements.** The Project shall be accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157), the Uniform Federal Accessibility Standards, as set forth in 36 CFR § 1190, and the Americans with Disabilities Act of 1990. For new construction, at least one (1) unit is to be accessible for persons with mobility disabilities. An additional unit must be accessible for person with visual disabilities.
3.14 **Debarment and Suspension.** In connection with this Project, Owner shall comply with the debarment and suspension requirements set forth in 24 CFR § 5 and 2 CFR § 2424. Owner shall not enter into a contract with any person, agency, or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689. In the event that Owner has entered into a contract or subcontract with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor.

3.15 **Environmental Review Requirements.** In connection with any construction or improvements to the Project, Owner must submit an environmental report in form and substance acceptable to City which must provide an environmental assessment of such construction in accordance with 24 CFR Part 58 and be approved by City before commencing such work. Owner shall develop and operate the Project in compliance with all requirements contained in Exhibit E – Environmental Requirements.

3.16 **Lead Based Paint Prohibited.** For existing properties built prior to 1978, Owner agrees that it shall not use lead-based paint in the Project and shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831(b), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856) and implementing regulations at 24 CFR § 35. Owner shall maintain records demonstrating compliance with the foregoing lead-based paint requirements. To the extent that lead-based paint is located in any existing buildings at the Project, Owner shall provide City with a plan for handling such lead-based paint in a safe manner, and in accordance with the foregoing regulations, and comply with the plan during any construction at the Project.

3.17 **Historic Preservation.** To the extent applicable, Owner agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 CFR § 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the Project. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

3.18 **Flood Disaster Protection.** Owner shall obtain a flood zone certificate certifying that the Project is not located in a special flood hazard area (“Flood Hazard Area”) as identified by Federal Emergency Management Agency (“FEMA”), or if located in a Flood Hazard Area, the designation of the Flood Hazard Area in which the Project is located. Owner shall comply with all requirements listed in the FEMA Special Flood Hazard Area Flood Maps. Owner agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106) and implementing regulations in 44 CFR § 59 through 79 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

3.19 **Permits.** Owner agrees to obtain and maintain all necessary permits for intended improvements, activities and the ongoing operations of the Project.

3.20 **Consultant Activities.** In accordance with 24 CFR 92.358, no person providing consulting services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute. Such services shall be evidenced by written agreements between the parties, which detail the responsibilities, standards, and compensation.

3.21 **Displacement, Relocation, Acquisition, and Replacement of Housing** Owner must comply with applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (49 CFR § 24) and Section 104(d) of the Housing and Community Project Act of 1974 as amended. These requirements are explained in HUD Handbook 1378 and specify the procedures for the acquisition of property and the treatment of tenants located in the Project.
(a) Owner shall comply with 24 CFR 92.353(a-g) and shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR § 92.508 (a)(7)(iv).

(b) If required, Owner will hire a Uniform Relocation Specialist acceptable to City, to assure compliance and expenses associated with displacement, relocation, and acquisition at §92.353.

(c) No HOME funds will be released to Owner until City has reviewed approved the payment and relocation plan, if applicable.

3.22 **Conflict of Interest.** Owner shall comply with the conflict of interest provisions contained in 24 CFR §92.356, §84.42 and §85.36, and 2 CFR 200, as applicable.


3.25 **Drug Free Work Place Act.** Owner, and any of its subcontractors, shall abide by the Drug Free Work Place Act of 1988 cited as 41 USC § 701ff and all rules and regulations promulgated thereunder.

3.26 **Program Requirements.** Owner and the Project shall comply with all rules and regulations set forth in the Action Plans and this Agreement for the use of HOME funds as applicable to the Project at all times during the term of this Agreement and the HOME Period of Affordability.

3.27 **Period of Affordability.** The Owner covenants and agrees, as cited in the Memorandum of Restrictive Covenants dated June __, 2020 to be filed in the records of Ada County, Idaho, that for the regulatory minimum period of **twenty (20) years** after Project completion, as established when the required project information and beneficiary data are entered into the HUD IDIS and the status of the Project is changed to "completed" (the “**Period of Affordability**”) that Owner will comply with the requirements listed below in this Section 3.27. The City will issue a formal notice to the Owner of the exact date.

(i) During the HOME Period of Affordability, Owner shall utilize and maintain **nine (9) Floating, Low-HOME Rent units** (“**HOME units**”) in the Project, in accordance with the rent limitations and income targeting specified in Sections 3.28 and 3.30 pursuant to the provisions of this Agreement. The Project’s HOME unit mix must be maintained for the duration of the Period of Affordability. The HOME-assisted units may change over time from the initial HOME units.

(ii) During the Period of Affordability, in the event at any time there are less than nine (9) HOME units in the Project, in order to maintain conformity with the required number and type of HOME units, Owner will designate another comparable unit of size, features, and number of bedrooms, as the original HOME units.

(iii) During the Period of Affordability, the following steps will be taken to maintain the correct unit mix of HOME rent floating units

1. When the income of a tenant occupying a Low-HOME unit increase to greater than 50% of area median income but does not exceed 80% of the area median income, the unit is still considered a HOME unit until a comparable unit can be substituted;

2. The next available HOME-assisted unit must be rented to a very low-income tenant. This unit is the re-designated HOME rent unit.
3. Owner is not required to redesignate a vacated market rate unit as a HOME-assisted unit unless one of the HOME-assisted units is occupied by a tenant whose income has increased to over 80% of area median income.

4. An increase in a HOME-assisted tenant's income does not constitute good cause for termination or a refusal to renew a lease.

3.28 Rent Limitation. During the Period of Affordability, the HOME rents, which include a monthly allowance for utilities and services, excluding telephone, if paid by the tenant, for the HOME units shall be as follows:

(a) Initial HOME Rents. The following rents will remain in effect until City reviews and approves new rents. The initial HOME rents as identified below, establish the baseline below which future HOME rents can never fall below [§92.252(f)(1)].

<table>
<thead>
<tr>
<th>Type</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Efficiency</td>
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</tr>
<tr>
<td>1-bedroom</td>
<td>$688.00</td>
</tr>
<tr>
<td>2-bedroom</td>
<td>$828.00</td>
</tr>
</tbody>
</table>

(b) HOME Rents during the Period of Affordability. Unless otherwise approved by City in writing, during the Period of Affordability, the HOME rent limit for the HOME units shall be as follows:

(i) The maximum rent, which include a monthly allowance for the utilities and services, excluding telephone, if paid by the tenant, shall not exceed the Low HOME Rent Limits as established by HUD at 24 CFR 92.252(b)(1), and published from time to time by HUD.

(c) Owner will use the “HOME Very Low-Income Limits” for Boise City, Idaho HUD Metro FMR as published by HUD, from time to time, to determine the annual household income in accordance with 24 CFR Part 5.609.

(d) Federal Project Based Rental Subsidy- Any HOME unit receiving federal project based rental assistance is allowed to use the Project-based rent only when the following conditions are met:

(i) The unit is occupied by household defined as Very-low income (at or below 50% AMI); and

(ii) The tenant contribution toward the rent (rent plus utilities/utility allowance) is no more than 30% of the household's adjusted gross income [§92.252(b)(2)].

3.29 Income Targeting. All HOME units in the Project will be occupied by households whose annual gross income does not exceed fifty percent (50%) of the Area Median Family Income.

(i) Initial Occupancy: Four (4) efficiency units (515 sq ft), Four (4) one-bedroom units (650 sq ft), and One (1) two-bedroom unit (800 sq ft) will be occupied by households with annual gross incomes not exceed fifty percent (50%) of the Area Median Family Income.

(ii) During the Period of Affordability, after initial Occupancy: Four (4) efficiency units (515 sq ft), Four (4) one-bedroom units (650 sq ft), and One (1) two-bedroom unit (800 sq ft) of the HOME Assisted Units shall be occupied by households whose annual gross income at the time of their initial occupancy, shall not exceed fifty percent (50%) of the Area Median Income;
(iii) Owner will use the "HOME Very Low-Income Limits" for Boise, Idaho HUD Metro FMR as published by HUD, to determine the annual household income, in accordance with 24 CFR Part 5.609.

3.30 Units Dedicated to Supportive Housing. Up to five (5) units may be dedicated to supportive housing (serving incomes of 0-30%). These units will be leased by households who have been prioritized by Our Path HOME Connect. Households will have a supportive service provider, Terry Reilly Health Services and will be eligible for mid- to-long-term assistance through one or more supportive housing programs. If and when rental assistance transitions from one program to another, there may be additional steps required: interim re-examinations of family composition and income, and a housing unit inspection, in alignment with changing funding sources.

3.31 Annual Review of Rents and Income Verification. Owner shall re-examine family income, composition and rents annually in accordance with 24 CFR 92.252(h)-(i) and maintain records for each HOME-Assisted unit. Rents imposed by the Owner for the HOME Assisted Units must be reviewed and approved in advance by City annually.

3.32 Maintenance of the Project. For the term of the Period of Affordability or the term of the Note, whichever is greater, Owner shall maintain the Project in accordance with the Uniform Physical Condition Standards, or such standards as may be required by the HOME Program Regulations, and all local codes, environmental regulations, zoning and other ordinances as well as the applicable cost-effective energy conservation and effectiveness and Uniform Physical Condition Standards and other property standards of 24 CFR § 92.251, as each may apply. Owner also shall keep the Project free from any accumulation of debris or waste materials. The Project must be free of all health and safety defects and the Owner must correct life-threatening deficiencies immediately.

3.33 Tenant Selection. Owner shall have adopted written tenant selection policies and criteria for the HOME units that: (a) are consistent with the purpose of providing housing for low-income families under the HOME Program; (b) are reasonably related to eligibility under the HOME Program and the applicant's ability to perform the obligations of the lease; and (c) provide for (i) the selection of tenants from written waiting lists in the chronological order of their application, insofar as is practicable, and (ii) the prompt written notification to any rejected applicant of the grounds of any rejection. Additionally, any project that was awarded selection preference based on service of a Special Needs Population must specifically address, consistent with the approved application, its selection policy in regard to that target population.

3.34 Leases. All leases utilized by the Owner for HOME units and any termination of such a lease shall comply with 24 CFR § 92.253 as well as state and local laws, and subject to approval of prior to initial lease up of the Project.

   (i) Owner will not charge fees that are not customarily charged in rental housing as provided in §92.504(c)(3)(xi).

3.35 Affirmative Marketing. For projects with more than five (5) HOME-assisted units, Owner will develop and comply with the City's approved Affirmative Marketing Plan requirements during the Period of Affordability. The Affirmative Marketing Plan will comply with the requirements identified in §92.351(a)(2)(i-v) and City's Five-Year Consolidated Plan.

   (a) Minimum Requirements:

   (i) Use the Equal Housing Opportunity logo on all advertisements, press releases, solicitations and written communication and publications, e.g., ads, brochures, flyer, signs, and the application forms;

   (ii) Methods for informing the public, and potential tenants about Federal Fair Housing laws;
Market vacant units to those who are least likely to apply for the HOME-assisted housing without the benefit of special outreach;

Maintain files and records regarding affirmative marketing and outreach efforts. In the event Owner fails to comply with the affirmative marketing plan, City may require corrective action, which could include, but are not limited to, requiring the Owner to conduct extensive outreach efforts on all future vacancies using appropriate contacts such as those outlined above in order to achieve occupancy goals.

3.36 Record Keeping. Owner shall keep separate records and accounts of its activities relating to the Project to include all residential units and tenant common areas for the most recent five-year period during the Period of Affordability and for five years thereafter. These records shall include evidence of: (a) compliance with applicable property standards; (b) the income and number of the persons benefiting from the expenditure of HOME funds; (c) compliance by Owner with the affirmative marketing requirements set forth in Section 3.35 and the existence of acceptable marketing procedures; (d) compliance by Owner with relocation requirements, if applicable; (e) equal opportunity and fair housing practices utilized by Owner in connection with the Project, including racial and ethnic group and single head of household data, Section 3 data, minority and female owned business data, and affirmative fair housing actions; (f) Lead-based paint disclosures as applicable; (g) compliance by Owner with all applicable labor regulations; (h) compliance by Owner with applicable conflict of interest rules; (i) compliance by Owner in setting rent levels consistent with the terms of this Agreement and the rent levels prescribed for HOME-units; (j) compliance with income targeting requirements; (k) compliance by Owner with applicable flood insurance requirements; (l) compliance with the tenant and participant protections listed in 24 CFR 92.253 regarding the tenant’s lease; (m) compliance with any other requirement of this Agreement or the HOME Program; and (n) in the event Owner is a Community Housing Development Organization (CHDO), the Owner must comply with the record requirements set forth in 24 CFR 92.208, 92.300, 92.301, 92.303, and 92.504.

3.37 Other Rights of Access. Throughout the Period of Affordability and ten (10) Business Days after written notice, representatives of City, HUD, the Comptroller General of the United States, and the GAO, or any representatives therein, shall have a reasonable right of access to the Project and all books, documents, papers and records of Owner which are pertinent to any activity performed under this Agreement (without charges or fees), for the purpose of monitoring Owner's operation of the Project, under the Agreement and auditing, examining and taking excerpts and transcriptions.

3.38 Project Management. During the Period of Affordability, Owner shall manage the Project and maintain these agreements in accordance with HOME Compliance policies, procedures, and HOME regulations.

(a) Each year, on or before a date to be established by City, Owner shall submit the following reports and as revised from time to time:

(b) Annual Occupancy Report;

(c) Certificate of Continuing Compliance;

(d) Compliance with relocation requirements, as applicable;

(e) Equal opportunity and fair housing records including racial and ethnic group and single headed household data, Section 3 data, and affirmative fair housing actions;

(f) Compliance with Section 504 of the Federal Rehabilitation Act of 1973;

(g) As applicable, all residential units, tenant common areas, and the exterior of all buildings in the Project shall be in compliance with the regulations implemented under the Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821-4846, as set forth at 24 CFR § 35, subparts A, B, J, K, M and R throughout the HOME Period of Affordability. Owners of pre-1978 rental properties must comply with lead-based disclosure to tenants, ongoing maintenance requirements, including Lead Safe Work Practices, and ongoing visual assessment of deteriorated paint, as applicable.
SECTION 4
PERMANENT LOAN DOCUMENTS

4.1 Permanent Loan. City acknowledges and agrees that Owner has or will enter into a Permanent Loan affecting the Project, secured by a Permanent Loan Mortgage in favor of Permanent Lender, having a first priority mortgage lien on the Project, and evidenced by the Permanent Loan Mortgage Loan Documents and that the liens of City’s Mortgage and the Loan Documents are subordinate to the Permanent Loan Mortgage in all respects.

4.2 Permanent Loan Covenants. Owner warrants, and represents and covenants as follows:

(a) Owner shall comply with all of the terms, covenants, and conditions contained in the Permanent Loan Mortgage.

(b) Owner shall obtain an agreement from the holder of the Permanent Loan to give City written notice of any default by Owner under the Permanent Loan Mortgage, and an opportunity (but not the obligation) to cure such default on behalf of Owner before foreclosing on the Project under the Permanent Loan Mortgage.

(c) To the extent the Permanent Loan Mortgage requires deposits by Owner into a reserve account(s) for the payment of taxes and insurance, or for repair and replacement of the Project units, City acknowledges and agrees that Owner’s compliance with the reserve requirements under the Permanent Loan Mortgage shall satisfy any similar reserve requirements contained in the Loan Documents.

SECTION 5
DEFAULTS AND REMEDIES

5.1 Events of Default. The following shall each constitute an event of default under this Agreement (each an “Event of Default” and, collectively, “Events of Default”):

(a) Owner shall fail to pay the Note in accordance with its terms and such failure shall continue for more than thirty (30) calendar days or shall fail duly to perform or observe any of its covenants or commitments contained in the Mortgage, or in any other agreement incorporated herein, and such failure shall not be cured or commenced and diligently pursued to completion in the event the cure shall take longer than thirty (30) calendar days within thirty (30) calendar days (or with respect to other agreements incorporated herein, such failure shall not be cured or commenced and diligently pursued to completion in the event the cure shall take longer than the number of days specified therein);

(b) Reserved;

(c) Any warranty of title made by Owner in the Mortgage shall be broken;

(d) Any representation or warranty made by Owner in any Loan Document, instrument, agreement, certification, communication or financial statement or report submitted to City by or on behalf of Owner proves false or materially misleading;

(e) Owner shall become insolvent, however defined; or shall be dissolved; or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended); or shall file or have filed against it, voluntarily or involuntarily, a bankruptcy proceeding; or shall make an assignment for the benefit of creditors, or shall procure, permit or suffer, voluntarily or involuntarily, the appointment of a receiver or trustee to take charge of any of the Property or any other properties owned by it; or shall initiate or shall have initiated against it, voluntarily or involuntarily, an act, process or proceeding under any insolvency law or other statute providing for
the modification of adjustment of the rights of creditors, any of which is not cured by Owner within ninety (90) days after written notice is given to Owner;

(f) Owner fails to comply in any material respect with any regulations governing the award and use of funds, including, but not limited to, 24 CFR § 92, or fails to comply with any of the terms and conditions or covenants contained this Agreement applicable to Owner, and such failure continues for a period of thirty (30) days following written notice thereof to Owner;

(g) If Owner defaults under any of the Permanent Loan Mortgage, if applicable, and fails to cure the same within the time periods granted in such Permanent Loan Mortgage.

5.2 **Cure by Investor Member, Key Principal.** City agrees to provide simultaneous written notice of an Event of Default to any Investor Member or Key Principal listed in Section 10.7 of this Agreement and to allow the Investor Member or Key Principal the opportunity to cure any default of Owner on behalf of Owner and to the same extent as Owner. Investor Member shall have a period of at least 30 days after receipt of written notice, or such longer period of time as may be set forth in this Agreement, to cure the default prior to exercise of any remedies by the City hereunder. Owner agrees that City shall be entitled to rely upon and to accept any offer of cure made by any such Investor Member or Key Principal.

5.3 **No Waiver.** Failure of City to declare an Event of Default under this Agreement shall not constitute a waiver of any rights by City. Furthermore, the waiver of any default by City or its election to cure any Owner default shall in no event be construed as a waiver of rights with respect to any other default, past or present.

5.4 **Default Rate.** So long as any annual installment or any other payment due under the Note remains past due for thirty (30) days or more, interest under the Note shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid annual installment or other payment due, as applicable, at the Default Rate. If the unpaid principal balance and all accrued interest are not paid in full on the Maturity Date, the unpaid principal balance and all accrued interest shall bear interest from the Maturity Date at the Default Rate. Owner also acknowledges that its failure to make timely payments will cause City to incur additional expenses in servicing and processing the Loan, and that during the time that any annual installment or payment under the Note is delinquent for more than thirty (30) days, City will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on City’s ability to meet its other obligations and to take advantage of other investment opportunities, and that it is extremely difficult and impractical to determine those additional costs and expenses. Owner also acknowledges that, during the time that any annual installment or other payment due under the Note is delinquent for more than thirty (30) days, City’s risk of nonpayment of the Note will be materially increased and City is entitled to be compensated for such increased risk. Owner agrees that the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of the Note, of the additional costs and expenses City will incur by reason of Owner’s delinquent payment and the additional compensation City is entitled to receive for the increased risks of nonpayment associated with a delinquent loan.

5.5 **Remedies.** Upon the occurrence of any uncured Event of Default, City shall be entitled to assess the Default Rate, terminate this Agreement, enforce Owner’s obligations pursuant to specific performance or withhold any further funding and/or exercise all rights and remedies available to it under the terms of this Agreement, the other Loan Documents, and applicable state and federal law, including without limitation the right to accelerate the payment of the Note and the Indebtedness and any other sums secured by the Mortgage, and commence appropriate legal and equitable action to foreclose the Mortgage and collect all such amounts due City as a result of the default. City may also exercise any one or more of the actions contained in 24 CFR 84.42(a)(1-5), §85.43 and §85.44, and 2 CFR 200. In the event of noncompliance, City may increase reporting requirements, increase monitoring activities, restrict decision-making authority, debar or suspend Owner from future HOME allocations, require a change in property management agent, require the immediate repayment of HOME funds, or assess any penalty or take any action that City reasonably deems appropriate. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy City may have available to it.
SECTION 6
INDEMNIFICATION AND INSURANCE

6.1 **Environmental Indemnification.** Owner agrees to indemnify and to defend and hold City harmless against any claim arising from, or in any way related to, the environmental condition of the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and shall not be construed to commence only upon realization by City of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification agreement shall not be construed as an indicia of ownership, management, or control of the Project by City, and Owner hereby recognizes and acknowledges that City is not an owner or manager of the Project and does not exert any control thereupon. This provision shall survive the repayment of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists. Notwithstanding the foregoing, Owner shall not be obligated to indemnify City for any claim first occurring after Owner no longer holds title to the Land or the Indebtedness has been paid in full; nor shall Owner have any liability for any claims related to the intentional misconduct or willful negligence of City, or covered by insurance in accordance with Section 6.3.

6.2 **Indemnification from Third Party Claims.** Owner shall indemnify and hold harmless City from any liability, claims, or losses including reasonable attorney’s fees and costs, resulting from the disbursement of the proceeds of the Loan to Owner, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Loan. This provision shall survive the repayment of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists.

Owner shall, on demand, pay or reimburse City and its assignees and agents for all transfer, documentary, stamp and similar taxes, broker’s fees and commissions, surveys, travel expenses, photocopying, secretarial overtime and long distance telephone charges (including but not limited to those imposed by City's outside counsel), abstracting charges, policies and all endorsements therefore, license and permit fees, fees and costs of the City's inspector and disbursing agent(s), and all recording and filing fees, payable in connection with, arising out of or in any way related to the execution, delivery and performance of the Loan Documents or the making of the Loan, and Notwithstanding the foregoing, Owner shall not be liable for any claims related to the intentional misconduct or willful negligence of City, or covered by insurance in accordance with Section 6.3.

Owner hereby authorizes City to pay any and all expenses or other amounts for which Owner is obligated under this Section from the proceeds of disbursement under the Loan, and no further authorization for such disbursement and payment shall be required from Owner or any guarantor, if any. In no event shall City be obligated to make any such disbursement or payment and Owner shall in any event remain unconditionally obligated to pay any and all such amounts. All obligations of Owner under this Section shall be part of the obligations secured by the Project encumbered by the Mortgage and the other Loan Documents.

6.3 **Insurance.** Without limiting Owner’s indemnification, it is agreed that Owner shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described concerning the Project and Owner’s operations. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to City at the Closing of the Loan. City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. City shall be named as a “loss payee”, or as an additional named insured on all policies of liability insurance. The amount of the deductible in each policy of insurance shall be for an amount acceptable to City.

(a) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Idaho, reasonably acceptable to City. In addition, such policies shall provide that the coverage shall be primary for losses arising out of Owner’s performance of the Agreement.
Neither City nor any of its insurers shall be required to contribute to any such loss. All insurance policies shall include a standard mortgagee clause (without contribution) in favor of and acceptable to City, subject only to the claims of any holder of the Permitted Senior Loans.

(b) At least ten (10) business days prior to the expiration of any of the insurance policies referred to in this Section 6.3, Owner shall provide City with evidence of the renewal of all such insurance policies in a form satisfactory to City.

(c) To the extent Owner is required to maintain insurance under any Permanent Loan Mortgage, such insurance policies will comply with the provisions of Section 6.3(a) and (b) above with respect to such policies, shall be deemed to have satisfied the following insurance obligations of Owner under this Agreement.

(d) The policies of insurance, which must be secured under this Agreement, are as follows:

(i) **Public Liability Insurance.** Owner must secure public liability insurance to include, but not be limited to, public liability and property damage coverage. The policy’s limit liability amount shall not be less than Two Million and 00/100 ($2,000,000.00) Dollars per person/per occurrence for bodily injury to, or death to, one or more than one person and not less than Two Million and 00/100 ($2,000,000.00) Dollars per occurrence for property damage.

(ii) **Workers’ Compensation Coverage.** All employees of Owner must be included under such policy in an amount and with coverage to meet all requirements of Idaho law.

(iii) **Flood Insurance.** If the Project is located in a Special Flood Hazard Area under the FEMA Flood Maps, any dwelling on any part of the Project shall be insured under a policy of flood insurance in the amount equal to the lesser of (a) 100% of the insurable value of the improvements as determined by the Project insurer, or (b) the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

(iv) **Builder’s Risk Insurance.** Builder’s risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to 100 percent of the maximum insurable value of the Project at the date of completion, and with the broadest form of coverage then reasonably available on the so-called "all risk" form of policy in form and content acceptable to City. Owner, City, and the General Contractor shall each be a named insured in such policy and the City’s interest shall be protected in accordance with a loss payable clause in form and content satisfactory to City;

(v) **All Risk Hazard Insurance.** Owner shall obtain and maintain All Risk insurance coverage, which coverage and risks insured meet the standards established in Part V, Section 106 of the Fannie Mae D.U.S. Guide, effective November 3, 2003, as amended from time to time, to the extent available at commercially reasonable rates and satisfactory to City, on the Project, and all movable and immovable property securing the Indebtedness.

(vi) **Other Insurance.** Owner shall maintain such other insurance as may be required by City from time to time, insuring such risks and in such amounts as determined by City in its sole discretion to the extent available at commercially reasonable rates.

(e) Owner shall promptly notify City of any loss or damage to the Project. City may make proof of loss if Owner fails to do so within fifteen (15) days of the casualty. Whether or not City’s security is impaired, subject to any the rights of any holder of the Permitted Senior Loans, City shall receive and retain the proceeds of any insurance; provided that Owner shall be required to restore the Project to their undamaged condition with available insurance proceeds sufficient to make such
restoration in a manner satisfactory to City. City shall, upon satisfactory proof of such expenditure, pay or reimburse Owner from the proceeds for the reasonable cost of repair or restoration if Owner is not in default under this Agreement. Any proceeds which have not been disbursed within 180 days after their receipt and which City has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to City under this Agreement, then pay accrued interest, and the remainder, if any shall be applied to the principal balance of the Indebtedness. If City holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Owner as Owner’s interests may appear.

SECTION 7
OWNER’S REPRESENTATIONS, WARRANTIES, AND COVENANTS

Owner represents, warrants, and covenants to City, as follows:

7.1 Organization and Standing. Owner is a limited partnership, duly organized and validly existing under the laws of the State of Idaho, and duly qualified to do business in Idaho. Owner has full entity power and authority to conduct its business as presently conducted, and Owner has the full power and authority to enter into and perform under the Loan Documents and to carry out the transactions contemplated hereby.

7.2 Authority. The execution, delivery, and performance by Owner of the Loan Documents, and the consummation by Owner of the transactions contemplated by the Loan Documents, have been duly authorized by all necessary limited partnership action by Owner and its partners. The Loan Documents have been duly executed and delivered by, and, to the knowledge of Owner, constitute valid and binding obligations of Owner enforceable against it in accordance with their respective terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors’ rights and subject to a court’s discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.

7.3 Noncontravention. The execution of and performance of the transactions contemplated by the Loan Documents and compliance with the provisions hereof by Owner will not (a) conflict with or violate any provision of the organizational documents of Owner, (b) require on the part of Owner any filing with, or any permit, authorization, consent or approval of, any court, arbitral governmental authority, administrative agency or commission or other governmental authority, (c) conflict with, result in a breach of, constitute (with or without notice or lapse of time or both) a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest or other arrangement to which Owner is a party or by which Owner is bound or to which the Project are subject, (d) other than the holders of the Permitted Senior Loans, result in the imposition of any mortgage, lien or security interest upon any assets of Owner other than in favor of City or (e) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Owner or the Project.

7.4 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority is required on the part of Owner in connection with the execution and delivery of the Loan Documents.

7.5 Title to Project. Owner has good title to the Project, free and clear of any mortgages, liens, or other security interest other than those in favor of the Construction Lender and the Permitted Exceptions.

7.6 Compliance. Owner has not received any notice that it is not in compliance with all laws, regulations, and orders applicable to its present and proposed business.

7.7 Tax Returns, Payments, and Elections. Owner has filed all tax returns and reports as required by law. These returns and reports are true and correct in all material respects.
7.8 **Disclosure.** Neither this Agreement nor any other statements, documents or certificates made or delivered in connection herewith or therewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

7.9 **Construction.** After completion of the Project, to Owner’s knowledge there are no structural defects in the Project and no violation of any applicable zoning, building or any other local, state or federal laws, ordinances and regulations existing with respect to the use and construction thereof. Prior to construction of the Project Owner shall obtain all licenses, permits and approvals required by all local, state and federal agencies regulating such construction and use and such licenses, permits and approvals shall remain in good standing.

7.10 **Financial Statements.** The financial statements of Owner and, to the knowledge of Owner, any Key Principal(s) delivered to City are true and correct in all material respects, and fairly present the respective financial conditions of the parties thereof as of the respective dates thereof, and no material adverse change has occurred in the financial conditions reflected therein since the respective dates thereof and no additional borrowings have been made by Owner since the date thereof other than the borrowing contemplated hereby.

7.11 **Priority of Lien.** Except for lien rights of other than the holders of the Permitted Senior Loans or otherwise in the ordinary course of construction of the Project, if applicable, no chattel mortgage, bill of sale, security agreement, financing statement or other title retention agreement (except those executed in favor of City) has been or will be executed with respect to any personal property, chattel or fixture used in conjunction with the construction, operation, or maintenance of the Project as described.

7.12 **Pending Litigation.** There are no actions, suits or proceedings pending against Owner or the Project, or, to the knowledge of Owner, circumstances which could lead to such action, suits or proceedings against or affecting Owner or the Project, or involving the validity or enforceability of any of the Loan Documents, before or by any governmental authority, except actions, suits and proceedings which have been specifically disclosed to and approved by City; and to Owner’s knowledge it is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

7.13 **Hazardous Waste.** Except as otherwise provide in that certain Update to Phase I Environmental Site Assessment for 116 South 6th Street, Boise, Idaho, 83702, dated April 8, 2020, prepared by Materials Testing & Inspection, Owner is in compliance, in all material respects, with all provisions of the Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability (“Superfund”) Act of 1980, the Environmental Protection Act, the Resource Conservation and Recovery Act (“RCRA”) and Solid Waste Disposal Act, and other similar federal, state and local statutory schemes imposing liability on Owner relating to underground tanks and other storage facilities, or the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and orders issued by any federal, state or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by Owner. Owner has paid any environmental excise taxes imposed upon it with respect to the Project pursuant to Sections 4611, 4661 or 4681 of the Internal Revenue Code of 1986, as from time to time amended.

7.14 **Other Financing.** Other than as disclosed on Exhibit B – Certified Sources and Uses Budget attached hereto or as evidenced by the Permitted Senior Loans, Owner has not received any other financing for the construction and operation of the Project other than the Loan.

7.15 **Use of the Project.** To the best of Owner’s knowledge, there is no (a) plan, study or effort by any governmental authority or any non-governmental person or agency which may adversely affect the current or planned use of the Project, or (b) any intended or proposed governmental requirement (including, but not limited to, zoning changes) which may adversely affect the current or planned use of the Project. There is no moratorium
or like governmental order or restriction now in effect with respect to the Project and, to the best of Owner’s knowledge, no moratorium or similar ordinance or restriction is now contemplated.

7.16 **OSHA Matters.** Owner has duly complied with, and its properties are in full compliance in all material respects with, the provisions of the Federal Occupational Safety and Health Act, and all rules and regulations thereunder and all similar state and local laws, rules and regulations, and there have been no outstanding citations, notices or orders of noncompliance issued to Owner relating to its businesses or properties under any such laws, rules or regulations.

7.17 **Availability of Utilities.** All utility services necessary for the operation of the Project for its intended purpose are available at the boundaries of the Project, including water supply, storm and sanitary sewer facilities, and gas, electric and telephone facilities, and Owner has or will obtained all necessary permits and permissions required from governmental authorities for unrestricted access to and use of such services in connection with the construction and use of the Project.

7.18 **Availability of Roads.** All roads necessary for the full utilization of the Project for its intended purposes have either been completed or the necessary rights of way therefore have either been acquired by the appropriate local authorities or have been dedicated to public use and accepted by such local authorities and all necessary steps have been taken by Owner and such local authorities to assure the complete construction and installation thereof.

7.19 **No Default.** There is no default on the part of Owner under this Agreement, the Loan Documents, or any Permanent Loan Mortgage, and no event has occurred and is continuing which with notice, or the passage of time, or either, would constitute an Event of Default under any provision thereof.

7.20 **Continuing Nature of Representations and Warranties.** Each of the representations and warranties of Owner contained in this Agreement shall survive the execution of the Agreement and shall be continuing until such time as all amounts due City under the Loan Documents and the other obligations shall have been fully paid.

**SECTION 8**

**AFFIRMATIVE COVENANTS OF OWNER**

While this Agreement is in effect, Owner covenants and agrees as follows:

8.1 **Taxes.** Owner shall promptly pay, or cause to be paid, when due and payable, any and all taxes relating to all or any part of the Project or to Owner, or which are or become payable by Owner, except those taxes which it contests in good faith and for which adequate reserves have been established.

8.2 **Changes in Facts or Circumstances.** Owner shall promptly notify City of any material change in any fact or circumstance represented or warranted by Owner in this Agreement or any of the Loan Documents.

8.3 **Notice of Default.** Owner shall promptly notify City in writing of any condition or event known to Owner which constitutes an Event of Default under the Note, this Agreement, or any of the other Loan Documents or which, with or without the giving of notice or the lapse of time or both, would constitute any such Event of Default, and of any litigation or threatened, in writing, litigation.

8.4 **Performance.** Owner shall abide by, perform and be governed and restricted by, each and every one of the terms and provisions of (a) the Loan Documents and any supplement or amendment thereto or any instrument which may, at any time or from time to time, be executed by one or more of the parties hereto, and (b) any Permanent Mortgage, if applicable.

8.5 **Insurance.** Owner shall obtain and maintain all insurance coverage described and required herein, as appropriate.
8.6 **No Encumbrances.** Owner shall not create or suffer any lien, encumbrance, mortgage or security interest on the Property or the Project, except those identified in the City’s mortgage policy of title insurance, created in favor of City or those approved by City in writing ("Permitted Exceptions").

8.7 **Title.** Owner will deliver to City within five (5) Business Days, any contracts, bills of sale, statements, receipted vouchers, or agreements under which Owner claims title to any materials, fixtures or articles incorporated in the Project or subject to the lien of the Mortgage.

8.8 **Correction of Defects and Satisfaction of Conditions.** Funding the HOME Loan shall not constitute a waiver of City’s right to require substantial compliance with this covenant with respect to any defects not discovered by, or called to the attention of City, or with respect to Owner’s failure to satisfy or continue to satisfy any condition under this Agreement. Upon written demand by City setting forth the claimed structural defect, Owner will correct any structural defect(s), complete or satisfy any condition or requirements described herein, either not completed or no longer completed.

8.9 **Financial Statements.**

(a) Owner shall furnish to City the following within one hundred and twenty (120) days after each fiscal year of Owner or at any other time upon City’s request which shall be marked confidential and kept in confidence by the City, subject to applicable law:

(i) a rent schedule for the Project showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid, and any related information requested by City;

(ii) an accounting of all security deposits held pursuant to all leases for the Project, including the name of the institution (if any) and the names and identification numbers of the accounts (if any) in which such security deposits are held and the name of the person to contact at such financial institution, along with any authority or release necessary for City to access information regarding such accounts;

(iii) a statement that identifies all owners of any interest in Owner and the interest held by each, if Owner is a corporation, all officers and directors of Owner, and if Owner is a limited liability company, all managers who are not members;

(iv) a statement of income and expenses for Owner’s operation of the Project for that fiscal year, a statement of changes in financial position of Owner relating to the Project for that fiscal year, and, when requested by City, a balance sheet showing all assets and liabilities of Owner relating to the Project as of the end of that fiscal year, audited at Owner’s expense by independent certified public accountants acceptable to City;

(v) a reconciliation of reserve account and comparison to the capital improvement plan, which was submitted with the Application. Owner and City agree that in the event that the other than the holders of the Permitted Senior Loans does not require a replacement reserve acceptable to City, then City reserves the right to require the establishment of a replacement reserve account with reasonable satisfaction.

(b) Thirty (30) days prior to the start of Owner’s fiscal year, or at any other time upon City's request:

(i) an annual operating budget, which shall set forth the anticipated project income from all sources and a detailed estimate of expenses. The proposed annual operating budget will be prepared in a comprehensive line item format with expanded schedules to detail capital expenditures (including a comparison to the Capital Improvement Plan), maintenance, and distribution of income.
(ii) a proposed schedule of rental rates, be sufficient to meet all items set forth in the proposed annual operating budget and maintain the debt service coverage ratio required by the other than the holders of the Permitted Senior Loans.

(c) Within five (5) Business Days of City’s request:

(i) a statement of income and expense for the Project for the prior month or quarter;
(ii) a rent roll report for the prior month or quarter;
(iii) a budget variance report for the prior month or quarter;
(iv) a monthly property management report for the Project, showing the number of inquiries made and rental applications received from tenants or prospective tenants and deposits received from tenants and any other information requested by City; and
(v) such other financial information and schedules as may be requested by the City from time to time, pertaining to the Project.

(d) Each of the statements, schedules, and reports required by Section 8.9 shall be certified to be complete and accurate by an individual having authority to bind Owner and shall be in such form and contain such detail as City may reasonably require. City also may require that any statements, schedules, or reports be audited at Owner’s expense by independent certified public accountants acceptable to City.

(e) If Owner fails to provide in a timely manner the statements, schedules and reports required by Section 8.9, City shall have the right to have Owner’s books and records audited, at Owner’s expense, by independent certified public accountants selected by City in order to obtain such statements, schedules and reports, and all related costs and expenses of City shall become immediately due and payable and shall become an additional part of the indebtedness due under this Agreement.

(f) Owner authorizes City to obtain a credit report on Owner at any time.

(g) If an Event of Default has occurred and is continuing, Owner shall deliver to City upon written demand all books and records relating to the Project or its operation which shall be marked confidential and kept in confidence by the City, subject to applicable law.

(h) If an Event of Default has occurred and City has not previously required Owner to furnish a quarterly statement of income and expense for the Project, City may require Owner to furnish such a statement within forty-five (45) days after the end of each fiscal quarter of Owner following such Event of Default.

8.10 **Owner to Maintain Bookkeeping System.** Owner shall maintain a bookkeeping system for the Project in form and content sufficient for City conduct reviews, inspections, certifications, and reports required by this Agreement. City shall have full access during normal business hours to the books, records, and contracts pertaining to the Project.

8.11 **Further Assurances and Preservation of Security.** Each party will perform all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Agreement as reasonably required from time to time, and will perform such other acts necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Note as City may reasonably require.

8.12 **Utilization of Loan Proceeds.** Owner will utilize the proceeds of the Loan solely for the costs approved by City according to the provisions set forth in this Agreement.

8.13 **Replacement Reserves.** At any time that a reserve for repair or replacement is not required by the other than the holders of the Permitted Senior Loans, there shall be created a reserve fund for the Project, to be held by the City into which Owner shall deposit at least $300 per unit per year, from its gross income for the Project as
described in the Application. Funds in said account shall be used for needed repairs and improvements to the Project, only with prior written approval of City. Any reserve funds held by City upon repayment of the indebtedness shall be returned to Owner within fifteen (15) days of such repayment.

SECTION 9
NEGATIVE COVENANTS OF OWNER

9.1 Until the Indebtedness is paid in full, without the prior written consent of City, which shall not be unreasonably withheld, conditioned, or delayed, except for (a) trade debt and accounts payable incurred in the normal course of business, and (b) indebtedness to City contemplated or permitted by this Agreement, and (c) the Permitted Senior Loans (if any), Owner shall not create, effect, consent to, attempt, contract for, agree to make, suffer or permit:

(a) any conveyance (other than leases for portions of the Project in the ordinary course of business), sale, assignment, or transfer of all or any interest in the Project, unless the purchaser, transeree or assignee assumes all of Owner’s obligations under the Loan Documents, and as approved by City or is completed in connection with the recordation of the condominium plat, or

(b) any lien, pledge, mortgage, security interest, encumbrance or alienation of, the Project, or any interest in or portion of the Project, or any direct interest in Owner, or any partner, shareholder or member of Owner, or any change of ownership or control of Owner or any member, partner or shareholder of Owner, which is effected directly, indirectly, voluntarily, involuntarily, or by operation of law or otherwise, other than Owner’s Permanent Loan Mortgage encumbering the Project, if any, and the Permitted Exceptions, or

(c) any consolidation with or merger into any other partnership, limited partnership, corporation or limited liability company, or permit another partnership, limited partnership, corporation or limited liability company to merge into it, or voluntarily or involuntarily fail to maintain its current status, or

(d) any disposition of all or substantially all of its property, accounts, assets or business of Owner or any Key Principal, or

(e) any change in Owner’s business as presently conducted, or

(f) unless otherwise expressly allowed hereunder (i) any change in the identity or ownership percentages of the owners of Owner, (ii) any change in the identity of the general partner of Owner, or (iii) any transfer, encumbrance or pledge of any interest in Owner, or (iv) any “change in control” of Owner or any subsidiary or Affiliate of Owner. However, notwithstanding the foregoing, (a) the removal of the general partner/managing member of Owner as general partner/managing member of Owner in accordance with the terms of the limited partnership agreement/operating agreement of Owner without City's consent shall be allowed and (b) the interests of the limited partners in Borrower, and any ownership interests in such limited partners, shall be transferable to Affiliates of Boston Capital without the consent of the City, provided that (1) Owner shall provide City with written notice of any such change and (2) the entity replacing the general partner/managing member of Owner is under direct or indirect common control or management, or has a Controlling Interest in, the investor limited partner/investor member; or

(g) any purchase, creation or acquisition of any interest in any other enterprise or entity, or incur any obligation as surety or guarantor other than in the ordinary course of business.

SECTION 10
MISCELLANEOUS PROVISIONS
10.1 **Assignment.** Owner shall not assign or transfer any interest in this Agreement without the prior written consent of City. Any attempt to do shall be deemed null and void.

10.2 **No Grant of Vested Rights.** This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission, or rights with respect to property owned by Owner.

10.3 **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee, or joint venture partner between City and Owner. Owner agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance, and taxes, including but not limited to Federal income taxes and Social Security on the salary of any positions funded in whole or in part with the proceeds of the Loan.

10.4 **Severability.** This Agreement shall be construed in accordance with the laws of the State of Idaho. It is agreed by and between the parties that if any covenant, condition, provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

10.5 **Joint and Several Liability.** If Owner consists of more than one natural persons and/or entities, the liability of each of them for Owner’s obligations under the Loan Documents shall be joint and several.

10.6 **Entire Agreement/Modification.** This Agreement, all attachments and the Loan Documents supersede all prior agreements between City and Owner with respect to the Indebtedness, any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Agreement may only be modified in writing, signed by all of the parties hereto.

10.7 **Notices.** All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) air courier, provided such courier maintains written verification of actual delivery; or (c) facsimile. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the facsimile transmission occurs or if such date is not a business day on the business day immediately following the date on which the facsimile transmission occurs.

**City:**
City of Boise  
Division of Housing and Community Development  
P.O. Box 500  
Boise Idaho 83702

**Owner:**
6th and Grove Limited Partnership  
999 West Main Street, Suite 1400  
Boise, ID 83702  
Attention: Bill Truax

**Key Principal:**
6th and Grove Associates LLC  
999 West Main Street, Suite 1400  
Boise, ID 83702  
Attention: Bill Truax

*With a copy to which shall not constitute notice:*
PO Box 733
Boise, Idaho 83701
Attn: J. Dean Papé

Investor Member: BCP/6th and Grove, LLC
c/o Boston Capital Partners
One Boston Place
21st Floor
Boston, Massachusetts 02108
Attention: Asset Management (6th and Grove)

With a copy to which shall not constitute notice:

Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attn: Douglas Clapp, Esq.

Any addressee may change its address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

10.8 **Performance on Legal Holidays.** In any case where the date of maturity of interest on or principal of the Note shall not be a business day, then payment of such interest and principal, need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption or purchase, and no interest on such payment shall accrue for the period after such date.

10.9 **WAIVER OF TRIAL BY JURY.** OWNER, KEY PRINCIPAL AND LENDER EACH (A) AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THE LOAN OR THE RELATIONSHIP BETWEEN THE PARTIES AS LENDER, KEY PRINCIPAL AND OWNER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. HOWEVER, NOTWITHSTANDING THE FOREGOING, NOTHING IN THE NOTE OR IN ANY OTHER LOAN DOCUMENT, IS TO BE CONSTRUED AS WAIVING CITY OR THE STATE’S RIGHT TO CLAIM SOVEREIGN IMMUNITY PURSUANT TO THE LAWS OR THE CONSTITUTION OF EITHER THE STATE OF IDAHO OR THE UNITED STATES OF AMERICA.

10.10 **Idaho State Notice.** UNDER IDAHO LAW (§ 9-505(5) I.C.) (IF AND TO THE EXTENT APPLICABLE HERETO), A PROMISE OR COMMITMENT TO LEND MONEY OR TO GRANT CREDIT IN AN ORIGINAL PRINCIPAL AMOUNT OF $50,000 OR MORE, MADE BY A PERSON OR ENTITY ENGAGED IN THE BUSINESS OF LENDING MONEY OR EXTENDING CREDIT, MUST BE IN WRITING OR SUCH A PROMISE OR COMMITMENT IS NOT VALID.

10.11 **Time is of the Essence.** Time is of the essence of this Agreement.

[Signatures on the following pages]
IN WITNESS WHEREOF, Owner has signed and delivered this Agreement or has caused this Agreement to be signed and delivered by its duly authorized representative.

SIGNED this ______day of June, 2020.

OWNER:

6th and Grove Limited Partnership,
an Idaho limited partnership

By: 6th and Grove Associates LLC,
an Idaho limited liability company
    Its General Partner

By: 6th and Grove LIHTC LLC,
an Idaho limited liability company,
    its Manager

    By: Moonlake Consulting, LLC,
an Idaho limited liability company,
        its Manager

    By: _______________________________
        Chance Hobbs, Manager

By: 6th and Grove LIHTC Developer LLC,
an Idaho limited liability company,
    its Manager

    By: _______________________________
        Clayton N. Carley, Manager

    By: _______________________________
        J. Dean Papé, Manager

CITY:

APPROVED BY:

_______________________________________________
Lauren McLean, Mayor                                                Date

ATTEST:

_______________________________________________
Lynda Lowry,                                                               Date
Ex-Officio City Clerk
STATE OF IDAHO )
COUNTY OF ____________) ss.

This record was acknowledged before me on June _____, 2020, by Chance Hobbs, the manager of Moonlake Consulting, LLC, the manager of 6th and Grove LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of ________________
My Commission Expires ________________
This record was acknowledged before me on June ____ , 2020, by Clayton N. Carley, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of ________________
My Commission Expires ______________________

This record was acknowledged before me on June ____ , 2020, by J. Dean Papé, a manager of 6th and Grove Developer LIHTC LLC, a manager of 6th and Grove Associates LLC, the general partner of 6th and Grove Limited Partnership.

Notary Public for the State of ________________
My Commission Expires ______________________
STATE OF IDAHO
COUNTY OF ADA

The foregoing instrument was acknowledged before me this ____ day of __________, 2020, by Lauren McLean and Lynda Lowry, the Mayor and ex officio City Clerk of the CITY OF BOISE CITY, an Idaho municipal corporation, and acknowledged to me that she executed the within instrument on behalf of said municipal corporation.

Notary Public for the State of _________________
My Commission Expires _________________
EXHIBIT A
LEGAL DESCRIPTION

A parcel of land being Lot 1 and a portion of Lot 2, Block 6 of Boise City Original Townsite, as shown on the Plat thereof, recorded in Book 1 of Plats at Page 1, Ada County Records, located in the Northeast Quarter of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the centerline intersection of West Grove Street and South 5th Street, as same is shown on said Boise City Original Townsite, (from which point the centerline intersection of West Grove Street and South 6th Street bears North 54°47'23" West, 380.23 feet distant); 
Thence North 54°47'23" West, a distance of 39.97 feet on the centerline of said West Grove Street; 
Thence North 35°12'37" East, a distance of 40.00 feet to the southeasterly corner of Block 6 of said Boise City Original Townsite; 
Thence North 54°47'23" West, a distance of 209.97 feet on the northerly right-of-way line of said West Grove Street to the POINT OF BEGINNING;

Thence continuing North 54°47'23" West, a distance of 90.27 feet on the northerly right-of-way line of said West Grove Street to the Southwesterly corner of said Block 6; 
Thence North 35°14'09" East, a distance of 122.17 feet on the easterly right-of-way line of South 6th Street to the northwesterly corner of Lot 1, Block 6 of said Boise City Original Townsite; 
Thence South 54°47'46" East, a distance of 93.01 feet on the southerly alley right-of-way line of said Block 6; 
Thence South 35°04'00" West, a distance of 77.18 feet; 
Thence North 54°45'08" West, a distance of 3.00 feet; 
Thence South 35°12'37" West, a distance of 45.00 feet to the POINT OF BEGINNING.

Upon filing of the condominium plat for the Project, the foregoing description of Land will be replaced with a description of the condominium residential unit, substantially in the following form:
Condominium Unit 3 as shown on the final plat of Postmaster Condominiums recorded in the records of Ada County, Idaho in Book _____ at Pages _____, as Instrument No. ________________________, as the same may be amended or supplemented from time to time.
EXHIBIT D
INTENTIONALLY OMITTED
EXHIBIT E
ENVIRONMENTAL REQUIREMENTS

Project Modification and Mitigation Measures Needed: In accordance with the Environmental Assessment, Owner is required to ensure the following Project modifications and mitigation measures are implemented for the Project:

*Will add after final consultation from SHPO*

Post construction, Owner will certify and provide proof that these conditions were followed during construction.
EXHIBIT F

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 W.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR § 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the § 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR § 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR § 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR § 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR § 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR § 135.

F. Noncompliance with HUD’s regulations in 24 CFR § 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
PROMISSORY NOTE

$1,495,592.00  DATE: ______________, 2020

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the order of the
CITY OF BOISE CITY, a public body corporate and politic of the State of Idaho, by and through the
Housing and Community Development Division of the Department of Planning and Development Services
("Payee"), at the principal office of Payee as provided herein, or at such other place as shall be designated
by Payee, up to a principal sum not to exceed of One Million Four Hundred Ninety-Five Thousand Five
Hundred Ninety-Two and No/100 Dollars ($1,495,592.00) in lawful money of the United States of America
and to pay interest on the unpaid balance thereof from time to time outstanding, at the rate of zero percent
(0%) per annum until paid except in the case of late payments or default as provided further herein.

Capitalized terms not otherwise defined herein shall have the meaning given to such terms in that
certain Deed of Trust, defined below, dated of even date herewith.

Funds available pursuant to this Promissory Note (this "Note") shall be disbursed from time to time
by Payee in accordance with that certain Loan and Regulatory Agreement dated June ______, 2020 as the
same may be from time to time amended (the "Agreement"). Such proceeds shall be expended in
accordance with the Agreement, including construction of nine (9) Home-Assisted Units, as identified and
defined in the Agreement. This Note shall be repaid as follows:

A.  Beginning twenty-four (24) months from the date hereof:

(i)  Payments of principal will be made annually from available cash flow pursuant
to the terms of Section 10.2(a) of the First Amended and Restated Agreement of
Limited Partnership of the Borrower dated as of [______], 2020, which shall be
as follows:

First, to the payment to the Investment Limited Partner of the full amount
(including interest) of any amounts due and owing to the Investment
Limited Partner, including without limitation, adjusters under Section 5.1,
any Recapture Amount pursuant to Section 10.6, guaranty payments
and/or indemnity payments which the Investment Limited Partner is
entitled to receive pursuant to this Agreement, the Guaranty, or the
Development Agreement and to repay any Voluntary Loan made by the
Investment Limited Partner pursuant to Article IX;

Second, to the payment to the Investment Limited Partner of the Asset
Management Fee for such Fiscal Year and for any previous Fiscal Year(s)
as to which the Asset Management Fee shall not yet have been paid in
full;

Third, to restore the Operating Reserve to the Initial Reserve Amount,
provided, however, that this Clause Third shall no longer be effective
upon termination of the Compliance Period;

Fourth, to the payment of any unpaid portion of the Development Fee,
including without limitation, any amounts evidenced by a Deferred
Development Fee Note and all accrued but unpaid interest thereon;

Fifth, the remaining 10% to the repayment of the HOME Loan;

Sixth, to the repayment of any Subordinated Loans;
Seventh, to the payment of the Partnership Management Fee for such Fiscal Year; and Eighth, the balance thereof, if any, shall be distributed annually, seventy-five (75) days after the end of the Fiscal Year, 10% to the Investment Limited Partner and 90% to the General Partner, first as payment of the Incentive Management Fee and then as a distribution.

B. On June __________ 2060 or such earlier date on which said amount shall become due and payable on account of acceleration by Payee (the “Maturity Date”), a final payment in the aggregate amount of the then outstanding and unpaid, original principal sum, and all other late fees and charges shall be immediately due and payable.

Upon the sale of the Property, defined below, the principal amount of this Note payable hereunder with respect hereto shall be repaid in full.

All or any part of the principal amount of this Note may be prepaid at any time without the payment of penalties or premiums with the prior written notice to Payee. All payments on this Note shall be applied first to the principal due on the Note, and the remaining balance shall be applied to late charges, if any.

There shall be added to each and every payment of principal received by Payee more than fifteen (15) days after the due date thereof a late charge of four percent (4%) of the amount so overdue, for the purpose of defraying the administrative expense incident to handling such delinquent payments. Such late charge shall be paid without prejudice to the right of Payee to collect any other amounts provided to be paid or to declare a default hereunder or under the Deed of Trust (defined below). If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments, but not to exceed fifteen (15) percent per annum.

Borrower waives presentment and demand for payment, notice of intent to demand or accelerated maturity, notice of demand or acceleration of maturity, protest or notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and properties securing payment hereof. Borrower agrees that the time for any payment hereunder may be extended from time to time without notice and consent, and extension of time for the payment of this Note or any installment hereof shall not affect the liability of Borrower under this Note.

This Note is secured by a deed of trust, security agreement, fixture filing and assignment of rents and leases of equal date hereto (the “Deed of Trust”), executed by Borrower for the benefit of Payee with respect to certain property, premises and improvements located in Ada County, Idaho, as more fully described in the Deed of Trust (the “Property” or the “Project”). All of the terms and conditions in the Deed of Trust are incorporated herein by this reference and made a part of this Note to the same extent as if they were fully set forth herein. Further, Borrower agrees that a default in the payment of any amount due under the Note shall constitute and be for all purposes an event of default hereunder and under the Deed of Trust, subject to the notice and cure rights provided in the Loan Documents (as defined in the Deed of Trust).

If an Event of Default shall occur under the Deed of Trust, then subject to the notice and cure rights provided in the Deed of Trust, the unpaid principal amount of this Note, together with late charges, shall become due and payable, at the option of Payee, without notice to Borrower. Failure of Payee to exercise such option shall not constitute a waiver of such default. No default shall exist by reason of nonpayment of any required installment of principal so long as the amount of optional prepayments already made
pursuant hereto equals or exceeds the amount of the required installments. In the Event of Default by Borrower, Borrower agree(s) to pay all costs of such collection including reasonable attorneys’ fees and court costs.

Notwithstanding anything to the contrary contained in this Note, and except as otherwise set forth in the Deed of Trust, neither Borrower nor any manager, partner, owner, member or affiliate of Borrower or any third party shall have any personal liability for any amounts owing under this Note, and upon the occurrence of any Event of Default hereunder, Payee shall look solely to the Property encumbered by the Deed of Trust and shall not be entitled to seek any deficiency from Borrower, or any manager, partner, owner, member or affiliate of Borrower or any third person.

Any notice given under this Note shall be in writing and sent by registered or certified mail, with all postage charges prepaid, as follows:

If to Borrower: 6th and Grove Limited Partnership
999 West Main Street, Suite 1400
Boise, Idaho 83702

With a copy to: 6th and Grove LIHTC Developer LLC
PO Box 730
Boise, Idaho 83701

BCP/6th and Grove, LLC
c/o Boston Capital Partners
One Boston Place
21st Floor
Boston, Massachusetts 02108
Attention: Asset Management (6th and Grove)

Holland & Knight LLP
10 St. James Avenue
Boston, Massachusetts 02116
Attn: Douglas Clapp, Esq.

If to Payee: City of Boise City
C/o Housing and Community Development Division
Department of Planning and Development Services
150 North Capitol Boulevard, 2nd Floor
Boise, Idaho 83706
Attention: Manager

Service of such notice shall be deemed complete on the date of actual delivery as shown by the addressee’s registry or certification receipt or at the expiration of the third (3rd) day after the date of mailing, whichever is earlier in time. The above addresses for notice may be changed from time to time by giving notice to the other party as hereinabove provided.

Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The words “Borrower” and “Payee” shall include successors and/or assigns.
This Note is being delivered in the State of Idaho and is to be governed and construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, Borrower, intending to be legally bound hereby, has duly executed this Promissory Note as of the date first written above.

BORROWER:

6th and Grove Limited Partnership,
an Idaho limited partnership

By: 6th and Grove Associates LLC,
an Idaho limited liability company
    Its General Partner

By: 6th and Grove LIHTC LLC,
an Idaho limited liability company,
    its Manager

    By: Moonlake Consulting, LLC,
an Idaho limited liability company,
    its Manager

    By: ____________________________
        Chance Hobbs, Manager

By: 6th and Grove LIHTC Developer LLC,
an Idaho limited liability company,
    its Manager

    By: ____________________________
        Clayton N. Carley, Manager

    By: ____________________________
        J. Dean Papé, Manager
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-250-20
DATE: June 12, 2020
SUBJECT: RFP 20-237: Program Mgmt Support Serv: PW: Stantec NTE Budget; TO Basis

BACKGROUND:

The Engineering Division of the Boise City Public Works Department solicited proposals from qualified firms to provide program management support services. The services will include developing the required systems needed to successfully coordinate multiple capital projects in the water renewal enterprise fund. Services will be provided on an as needed basis to supplement City staff. Specific work will be authorized by individual task orders. The estimated annual contract amount is $900,000.

BID RESULTS:

The proposals were opened March 20, 2020, at 10:00 a.m. local time. Forty-nine(49) companies received plan sets and were entered on the plan holders list. Two (2) proposals were received.

<table>
<thead>
<tr>
<th>PROPOSER</th>
<th>SCORE</th>
<th>SLEP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stantec Consulting Services, Inc.</td>
<td>528</td>
<td>Yes: Boise, Idaho</td>
</tr>
<tr>
<td>HDR Engineering, Inc.</td>
<td>482</td>
<td>Yes: Boise, Idaho</td>
</tr>
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600 Points were available

Public Works Department 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 with significant local preference, Stantec Consulting Services, Inc., has been contacted by Public Works Department staff and indicated that they would like to proceed with the project.

RECOMMENDATION:
Finance and Administration and Public Works Department staff recommend that RFP 20-237 is awarded to the best qualified/highest ranked proposer with significant local preference, Stantec Consulting Services, Inc., not to exceed budget. Award of this contract is subject to compliance requirements.

**FINANCIAL IMPACT:**

Department has confirmed sufficient funding is available for this obligation.

**ATTACHMENTS:**

- RFP 20-237 Program Management Support Services (PDF)
- RFP 20-237 Addendum 1 (PDF)
- RFP_20-237_Stantec Bid (PDF)
- RFP 20-237 Contract (PDF)
A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR RFP 20-237: PROGRAM MANAGEMENT SUPPORT SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND STANTEC CONSULTING SERVICES, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT AND AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works Department staff recommend award of RFP 20-237: Program Management Support Services, to the best qualified proposer, Stantec Consulting Services, 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 20-237: Program Management Support Services by and between the city of Boise City and Stantec Consulting 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 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.
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<td>Sample Professional Services Contract Agreement</td>
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<td>Sample Task Order</td>
<td>25</td>
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February 25, 2020

Dear Proposer:

The City of Boise, Idaho will accept sealed PROPOSALS at the Purchasing Office, 150 N. Capitol Blvd., Boise, Idaho, 83702, until March 18, 2020, at 3:00 p.m. 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 20-237; Program Management Support Services, Public Works, Boise City

Scope of Work: The Engineering Division of the Boise City Public Works Department is soliciting proposals from qualified firms to provide program management support services. The services will include developing the required systems needed to successfully coordinate multiple capital projects in the water renewal enterprise fund. Services will be provided on an as needed basis to supplement City staff. Specific work will be authorized by individual task orders.

The initial services will be focused on supporting the Lander Street Water Renewal Facility (LSWRF) Program. The successful firm will be excluded from proposing on the design or construction of projects that are initiated at the LSWRF for a period of four years.

Proposals will be prepared per the specifications detailed within the Request for Proposal document. Proposal documents are available at no charge with registration through DemandStar (link 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.

In determining the best qualified proposal, Purchasing will consider all acceptable proposals on a basis consistent with RFP requirements. The City intends to award the contract to one firm however, the City reserves the right to award to more than one proposer.

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

Anticipated Schedule of Events:

This is the proposed time schedule as related to this procurement is as follow:

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE/TIME</th>
</tr>
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<tbody>
<tr>
<td>Release RFP</td>
<td>February 28, 2020</td>
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<tr>
<td>Deadline for Questions/Inquires</td>
<td>March 13, 2020 @ noon local time</td>
</tr>
<tr>
<td>Proposal Due Date/Time (Deadline)</td>
<td>March 18, 2020 @ 3:00 pm</td>
</tr>
<tr>
<td>Decision on Recommended Firm</td>
<td>April 1, 2020</td>
</tr>
<tr>
<td>Anticipated Award</td>
<td>April 21, 2020</td>
</tr>
</tbody>
</table>

CITY OF BOISE, IDAHO
PROPOSAL INSTRUCTIONS AND INFORMATION

- The submission package or envelope SHOULD BE SEALED and PLAINLY MARKED with the following:
  Boise City Purchasing Office
  150 N Capitol Blvd
  Boise, ID 83702
  RFP 20-237 Program Management Support Services

- Submit PROPOSALS to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.

  OR

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

- Sign your electronic proposal. Proposals without written signature will not be accepted.

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

- The Owner is the City of Boise.

- ALL PROPOSALS MUST BE SIGNED.

- If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Proposal. Where proposal formats are requested, Bidder is to comply with all specifications.
RFP 20-237
Program Management Support Services

GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Request for Proposal
It is the intent of this proposal to describe the services being sought in sufficient detail to secure qualified Proposals. Proposals will be evaluated using a weighted scoring method. Proposals not conforming to the requested format or not in compliance with the specifications will not receive full scoring.

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

1.3 Evaluation of Proposer
Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Boise employees.

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.

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.

a. 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
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Program Management Support Services

occurrence, for all of his employees to be engaged in work on the project under the contract, and, in case 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.

b. General Liability Insurance at $1,000,000.

c. Automobile Insurance $500,000 per occurrence for owned, non-owned and hired vehicles.

d. Errors and Omission. The successful Contractor will maintain Professional Liability Insurance coverage in the amount of one million ($1,000,000) dollars, with a minimum coverage of one million ($1,000,000) dollars per occurrence and one million ($1,000,000) dollars aggregate.

The minimum limits of insurance described above will not be deemed a limitation of the Contractor's covenant to indemnify.

1.5 Reserved Rights
The City of Boise reserves the right to accept or reject proposals. The City may select a firm on the basis of the written proposal or may request oral presentations from the most highly rated firms under the evaluation criteria outlined above. The firm selected through this process as the best qualified will then be requested to negotiate a contract.

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

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you must:

a. Indicate by marking each page of the pertinent document confidential; and,

b. Include the specific basis for your position that it be treated as exempt from disclosure.

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

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

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

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

1.8 Request for Clarification, Protest of Proposal Requirements, Standards, Specs, or Process
Any Proposer who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Proposal may submit a written notification to the Department of Finance & Administration, to be received no later than noon, three (3) working days prior to the proposal opening date. The notification will state the exact nature of the clarification, protest, describing the location of the protested portion or clause in the Proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. The Finance & Administration Department may modify the proposal documents, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Proposer.

Written requests and protests are to be directed to:
Tammi Leatham – City of Boise Purchasing
150 N. Capitol Blvd.
Boise, Idaho 83701   tleatham@cityofboise.org

1.9 Addenda to the RFP
If specifications are modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing through DemandStar, by either fax or email. 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 in their Proposal.

1.10 Modification and Withdrawal of Bid/Proposal
A proposal may be modified or withdrawn by the Proposer prior to the set date and time for the opening of proposals.
1.11 Proposal Questions
Questions and responses of any one Proposer, which the City of Boise deems may affect or cause an ambiguity in proposal responses, will be supplied to all prospective Proposers by addendum.

The City of Boise may, by written notice to all respondents, cancel, postpone or amend the Request for Proposal (RFP) prior to the due date. If, in the opinion of the City of Boise, the revisions or amendments will require additional time for a response, the due date will be extended to all participants. If revisions and amendments are not furnished to respondents prior to the due date, proposals shall be considered withdrawn and the process shall be re-initiated without further discussion.

1.12 Idaho’s Reciprocal Preference Law
To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code §67-2349.

Reciprocal Preference Information:
http://www.oregon.gov/DAS/EGS/ps/Pages/detail_a_main_page.aspx

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

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

1.14 Award Criteria
Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, experience, references, compliance to the specifications and requirements for the service. The contract may be awarded to one or multiple Proposers.

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
It is desired that the submitted proposal remains in effect for a minimum of 60 days. If this is not accepted, Proposer is to so indicate.

1.17 Protest of Contractor Selection or Contract Award
A participating bidder may object to the contract award by responding in writing to the City’s notice of intent to award the contract within seven (7) calendar days after transmittal of the Notice of Intent to Award letter. The responsive protest must set forth in
specific terms the alleged reason the contract award is erroneous. The protest 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.

The right to protest specifications is provided for in section 2.6. The protest must be submitted in writing. Any protest addressed to the Mayor or City Council will be referred to the City Purchasing Agent.

- Only persons who submitted a bid/proposal are allowed to protest the award.
- Protest must be in writing and received within seven (7) days of Intent to Award Letter posting.
- Purchasing will address the protest with input from Project Manager if necessary.
- After receipt of protest response bidder has three (3) working days (Monday - Friday) to protest to the City Council by submitting a protest of the decision to the City Clerk. City Clerk will then schedule the bidder for 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 City Council and then the Federal Grant Provider.
- Award protests are only allowed on formal level Bid/RFP’s. There is no protest period for the semiformal or informal Bid/RFP process.

Written protests are to be directed to: cmillar@cityofboise.org

1.18 Payments and Billings
The awarded Proposer will submit all invoices to:

City of Boise  
Public Works Department  
PO Box 500  
Boise, ID 83701

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 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.

2.12.1.1 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.

2.12.1.2 Proposals, which are incomplete, will be considered non-responsive to this solicitation and may be rejected without further consideration.

2.12.1.3 If, in the opinion of the City of Boise, the solicitation does not result in reasonable prices to the City of Boise, considering price and cost factors associated with the acquisition described herein, then all proposals shall be rejected. All participating respondents shall be notified of the rejection, the reasons for the rejection, and advised of the disposition of the requirement.
3.1 Introduction and Background
The City of Boise, Idaho is requesting proposals for program management support services. The Lander Street Water Renewal Facility (LSWRF) has embarked on multiple condition and regulatory driven capital projects that will continue for an extended time. This will result in multiple projects, in different phases of progress, running in parallel. In addition, the projects at LSWRF will require close coordination with other projects within the water renewal enterprise fund so that ongoing operations at all facilities remain coordinated and discharge compliant. The services may be on-going for multiple years.

Interested firms shall provide Qualifications and Experience (Q & E) submittals. The City intends to open and review each firm’s Q & E to evaluate qualifications and experience. Highest ranked proposers will be required to provide hourly rates and multiplier as part of the contract negotiation.

3.2 Scope of Work
The City seeks to enter into a Professional Services contract with a qualified and experienced firm that offers program management services for utilities. The anticipated services will focus on the coordination of capital projects in the water renewal enterprise fund.

The specific services needed will be developed based on the identification of needs as the program is further developed and coordinated with existing City resources. Services may include, but are not limited to, the following:

- Reviewing the current program,
- Developing a program management and execution plan,
- Program WBS development,
- Master scheduling,
- Document management plans,
- Financial and change management plans,
- Risk and contingency planning,
- RACI or other authority matrix development,
- Performance reporting system development,
- Quality Assurance and Controls
- Master site planning and CAD management,
- Defining projects for design and construction,
- Developing standard contracts,
- Design and construction contract management,
- Permitting planning and support,
- Community engagement planning and support, and
- Operations and asset management coordination.
Additionally:

A. Design project assignments may require formal bid documents. Some projects may include state and federal funding. These unique projects shall have all appropriate documentation and procedural follow-up as to not disqualify the City from receiving reimbursement from the respective state or federal government. Projects designated as partially or completely funded using state or federal funds must be prepared in accordance with the policies and procedures of the appropriate entity of the respective government. The City will not authorize additional compensation to the Consultant to prepare contract documents meeting the state and federal requirements after the initial scope of services is accepted, unless the City adds additional work to the scope.

B. The Consultant shall be fully responsible for the safety and well-being of its employees and agents.

C. All designs, reports, drawings, survey data, hydraulic data, etc. developed or obtained by the Consultant as a result of this contract shall become the property of the City upon completion each assignment or termination of this contract.

D. The Consultant will maintain, at its own expense, all permits and licenses necessary to perform this work in compliance with federal, state, and local laws.

E. The Consultant will obtain permission from the property owners involved for access to any public or private property for the purpose of the operations under this contract.

F. The Consultant may be required to provide multiple copies of plans, special provisions, cost estimates, etc. for review purposes. Upon final approval, the Consultant shall supply the City with one hard copy and two electronic copies of such documents. One electronic copy shall be provided in unencrypted portable document format (PDF) and the other copy in unencrypted native format.

3.3 SUBCONTRACTORS
Sub-consultants may be included as part the “Consultant team” to assure adequate coverage of the various areas of technical expertise required under this Contract.

The City also recognizes there may be occasions that an element of work is necessary to complete an assignment by job classifications. Likewise, the City recognizes there may be a need to utilize specialized equipment that is not normally in the possession of engineering or surveying Consultants. Specialized services that cannot be reasonably categorized into the job classifications herein, may be authorized by using a sub-contractor or sub-contractors. Examples of unique situations might be utility location companies, test pit excavators, geotechnical/geophysical studies, specialized...
equipment and operators such as man-lifts, cranes, etc. In cases where sub-contractor(s) are used, the City reserves the right to approve the sub-contractor prior to issuing a NTP for the respective assignment. The City will allow an overhead adjustment of the sub-contracted work not to exceed five (5%) percent of the value of the sub-contracted work. Overhead adjustments shall not apply to sub-consultants who have been identified as part of the original Consultant team assembled to meet the minimum scope of services defined in the RFP.

3.4 COMPENSATION

A. The Consultant may be compensated on an hourly basis with an established not-to-exceed cost for each individual assignment, a lump sum fee or an alternate agreed-upon fee arrangement. The proposed staff, estimated hours, and any additional costs shall be established through mutual agreement between the Consultant and the City prior to issuing a Notice to Proceed (NTP) for each assignment.

B. Once the NTP is issued, the Consultant shall proceed with the required tasks, invoicing the City on a monthly basis based on the actual person-hours charged to the project. Submitted along with the invoice shall be a breakdown of all person-hours charged and a description of project progress. Failure to include this information with the invoice will result in rejection of the invoice.

C. Employee classification and associated hourly rates for all work performed will be in accordance with the contract. All hourly rates shall be considered as straight time and no overtime rates will be permitted.

D. Hourly fees will include office space, hardware, software, support, field equipment, supervision, travel, printing and copying expenses necessary to complete required tasks. Exceptions include resident employees as noted below and specific direct reimbursable expenses to be established based upon mutual agreement at the time of assignment.
RFP 20-237  
Program Management Support Services

PROPOSAL FORMAT

To assist evaluation, it is desirable to format the proposal similar to the headings listed below. The submittal should be clear and concise. Emphasis should be placed on specific qualifications of the people who will actually perform the services. Proposal shall be 16 pages maximum (i.e., one sheet of paper equals two pages), not including cover letter or appendices. Font size shall be 11pt font or greater.

4.1 **Cover Letter Mandatory (no points):**
   - Provide a cover letter which briefly states your firm’s commitment to complete the work as needed in this Request for Proposal;
   - Provide a brief narrative describing the firm, its history, and data relative to firm’s size, personnel, special expertise and general credits, and location of office(s);
   - Specifically identify the firm’s makeup as to sole proprietorship, professional corporation, or partnership;
   - Indicate the location of the office that Consultant will work out of while services are being performed.
   - Proposal must be signed.

4.2 **Basic Qualifications 100 Points:**
   - Provide a complete listing, with a brief description, of similar company projects in which the firm has participated; and
   - Awards, associations, etc., may be included. Office brochures should be submitted separately as supplemental data.

4.3 **Approach to Project 100 Points:**
   - Include a statement describing the members of the Firm to be providing the program management services with the City of Boise and how they will work with other team members involved including design professionals, construction managers, City staff, etc.
   - Describe experience launching and conducting program management support services; and
   - Propose an approach for starting program management support services to assist the City in creating controls with projects currently in motion.

3.4 **Specific Staff Qualifications 200 Points**
Please provide a summary of key individual members of the firm expected to be providing program management services. Delineate respective responsibilities, discuss their qualifications, and indicate where their home office is located. Full resumes may be included in the appendices of your proposal.

3.5 **Specific Project Experience 200 Points:**
Provide examples of relevant projects where the firm has provided program management services. Include examples where program management services were built for clients and examples with varying levels of continued support. List key staff members involved on each project.
4.4 Appendix:
Provide resumes for the staff proposed for this project including sub-consultants. 2-page maximum for each resume. References: Provide a minimum of five references for at least three different projects listed in the “Experience” sections. For each reference provide:
- Name, company / agency, current title and title during project interface
- Phone and e-mail contact information
- Clearly identify which project(s) identified in the “Similar experience” sections the Reference was involved with; identify Reference’s role(s) and duties in the project(s).
Attach letters of recommendation, company literature and any other information that would demonstrate qualifications. Prior to the interview with finalists, the City may conduct reference checks by contracting those individuals submitted by the Proposer with their proposal in response to this RFP. In addition, the City may contract references not listed by the Proposer.
References checks will not be scored separately but will be used to validate information included in the Proposal submitted by Firm. The information obtained for the reference checks may also impact the scores assigned by the selection committee for the proposals and interviews.

4.5 Evaluation and Selection Process
The Evaluation committee will use a point formula during the review process to score proposals. Each member of the Evaluation Committee will first score each proposal by the criteria described below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm. At this point firms with an unacceptable low score will be eliminated from further consideration.
If more than one firm remains under consideration, the Evaluation team will interview such firms and then reach consensus on the best qualified firm.
The City reserves the right to investigate and confirm the proposer’s financial responsibility. This may include financial statements, bank references and interviews with past clients, employees, and creditors, as well as the quality of design services. Unfavorable responses to these investigations are grounds for rejection of proposal.

4.6 Cost Proposal
The City will request a cost proposal from only the best qualified firm and negotiate with the firm for the purpose of developing a Professional Services Agreement Contract. If compensation or other terms cannot be agreed upon with the selected firm, the City will terminate negotiations with that firm and may enter into negotiations with the next highest ranked Proposer.
RFP 20-237
Program Management Support Services
Return with Proposal

PROPOSAL SIGNATURE PAGE

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Significant Local Economic Presence: _____ Yes; _____ No
(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council).

Provide local address if different than mailing address.
Proposer Acknowledge Receipt of the Following Addenda:

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The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Proposal, to enter into and execute a contract, of which this 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.

PUBLIC AGENCY CLAUSE

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

Accept Public Agency Clause?  Yes__________  No__________
SAMPLE PROFESSIONAL SERVICES CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER RFP 20-237

Project: Program Management Support Services
Consultant: (Insert Consultant’s Name)
Owner: Public Works Department, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this ___ day of ______, 2017, 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”, a corporation organized under the laws of the State of Idaho.

1. Scope of Services: Consultant shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

   - Bid Proposal
   - Contract Agreement
   - Specifications
   - Acknowledgement
   - Liability Insurance
   - Automobile Insurance
   - Workers’ Compensation
   - Professional Liability Insurance (Errors & Omission)

2. Time of Performance: All work and products described in the Scope of Services shall be completed as stated in each Task Order. 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, are acting as independent Consultants and are in no way employees of the City.

4. Errors and Omission. The successful Contractor will maintain Professional Liability Insurance coverage in the amount of one million ($1,000,000) dollars, with a minimum coverage of one million ($1,000,000) dollars per occurrence and one million ($1,000,000) dollars aggregate.

Proof of all insurance shall be submitted to City of Boise, Purchasing, PO 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 as per task order, including approved reimbursable direct expenses. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Consultant will invoice the Public Works Department, 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
   Public Works Department
   PO Box 500
   Boise, Idaho 83701-0500

   (Insert Contractor’s Name)
   (Insert Contractor’s Address)
   (City), (State) (Zip Code)
Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

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

10. **Time is of the Essence**: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute 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 Contractor, sub-recipient, or subcontractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age or disability. It is the Contractor's responsibility to ensure that the subcontractor is in compliance with this section.

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

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

15. **Audits and Inspections**: At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

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

18. **Changes:** The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between the City and Consultant, shall be incorporated in written amendments to this Agreement.

19. **Termination for Cause:** If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Consultant under this Agreement shall, at the option of the City, become its property, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

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

20. **Termination for Convenience of City:** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Consultant. If the Agreement is terminated by the City as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Consultant, Section 19 hereof relative to termination shall apply.

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

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

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

24. **Non-Appropriation**: Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon 30 (thirty) days’ notice.

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

26. **Renewal**: This agreement shall not be valid for more than one (1) year from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. **Three (3) renewals shall be allowed.**

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

**END OF AGREEMENT**
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

RFP 20-237  
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) Date

(SEAL)
PURCHASING CONTRACT NUMBER RFP 20-237

APPROVED AS TO FORM AND CONTENT:

Department ____________________________ Date __________

Purchasing Agent ______________________ Date __________

Legal Department ______________________ Date __________

Risk Management ______________________ Date __________

CITY OF BOISE

APPROVED BY:

David H. Bieter, Mayor ___________________ Date __________

ATTEST:

City Clerk ____________________________ Date __________
RFP 20-237
Program Management Support Services
SAMPLE TASK ORDER

TASK ORDER #
RFP NAME: Click or tap here to enter text. RFP #: Click or tap here to enter text.

CITY OF BOISE PUBLIC WORKS

THIS TASK ORDER, entered into between the City of Boise, Boise, Idaho, hereinafter referred to as the OWNER and Click or tap here to enter text., hereinafter referred to as the CONSULTANT, is subject to the provisions of the RFP referenced below and approved by Council, hereinafter referred to as the AGREEMENT.

Consultant: Click or tap here to enter text. Date: Click or tap to enter a date.
Mailing Address: Click or tap here to enter text. Project #: PWE 505, ________
City, State, Zip: Click or tap here to enter text.
Email: Click or tap here to enter text.

Project Name: Click or tap here to enter text.

WITNESSETH:
WHEREAS, the OWNER intends to:

Click or tap here to enter text., hereinafter referred to as the Project, now, therefore the OWNER and Consultant in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION & RESPONSIBILITIES: The OWNER will provide to CONSULTANT the data and/or services as specified in the AGREEMENT. In addition, the OWNER will furnish to CONSULTANT: Click or tap here to enter text.

SERVICES TO BE PERFORMED BY CONSULTANT: Click or tap here to enter text.
SCHEDULE OF SERVICES TO BE PERFORMED: CONSULTANT will perform said services within Click or tap here to enter text: calendar days of the date of this TASK ORDER.

BASIS OF FEE AND BILLING SCHEDULE: The OWNER will pay CONSULTANT for its services and reimbursable expenses as follows: Click or tap here to enter text.

IN WITNESS WHEREOF, the parties hereto have executed this TASK ORDER AGREEMENT as of the day and year last written below.

OWNER:
City of Boise
PO Box 500
Boise ID 83701

DEPARTMENT PROJECT MANAGER APPROVAL: 
CONSULTANT:

By: ________________________________ By: ________________________________
Name/Title: __________________________ Name/Title: __________________________
Date: ______________________________ Date: ______________________________

PUBLIC WORKS TECHNICAL APPROVAL: 
BOISE CITY PURCHASING APPROVAL: (> $10,000)

By: ________________________________ By: ________________________________
Name/Title: __________________________ Purchasing Agent: __________________________
Date: ______________________________ Date: ______________________________

PUBLIC WORKS PURCHASING REVIEW:

By: Diane Morrison, CPPB/Purchasing Advisor Date: ______________________________

Revised: 06/20/17
ADDENDUM 01  
RFP 20-237  
Program Management Support Services  
Public Works Department  
Boise City Purchasing  
Tammi Leatham  
Phone (208) 608-7158  
Fax (208) 384-3995  
tleatham@cityofboise.org

Date: March 16, 2020  
Total Pages (Including this sheet): Twenty (20)

Message: You are hereby notified of the following clarifications of and/or changes to the above referenced project.  
BE SURE TO ACKNOWLEDGE THIS ADDENDUM IN YOUR BID

REVISED BID DUE DATE:  
The proposal due date has been moved to Friday, March 20th, 2020 at 10:00am, Local Time. Proposals submitted after this time will not be accepted.

We will NOT be hosting a public bid opening. Public access is not permitted in City Hall at this time.

ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY OR MAILED. Bids can be submitted online through BidNet or Demandstar. Proposals may also be submitted via email to purchasing@cityofboise.org. The subject line MUST READ: BID RFP 20-237 Program Management Support Services

ATTACHMENTS  
Instructions on How to Sign Up for BidNet and/or Demandstar at No Cost (1 Page)  
Instructions on How to Submit an E-Bid through BidNet (7 Pages)  
Instructions on How to Submit an E-Bid through Demandstar (11 Pages)

This Addendum is hereby as of the above posted date made a part of the project requirements and contract documents for the referenced project. You are to note the receipt of, and compliance with this Addendum upon the space provided within the bid or proposal. Failure to acknowledge this Addendum does not relieve you from fulfilling the Addendum requirements. This is the only communication you will receive regarding this Addendum.

IF ALL PAGES WERE NOT RECEIVED OR THERE IS A PROBLEM WITH THE TRANSMITTAL, PLEASE CONTACT OUR OFFICE.
Dear Vendor,

Thank you for your recent inquiry about registering to bid with the City of Boise.

The City currently uses two third-party solicitation programs to provide vendors automatic bid notification and access to bid information via the web. Vendors are encouraged to participate in the City’s system of electronic bid distribution. Membership with either of these programs; DemandStar or BidNet offer vendors a number of important benefits:

- Automatic notification of bid opportunities and addenda via e-mail or fax
- Download bid and proposal packages at no charge
- Access to Plan Holders lists
- Access to contract award information
- Ability to submit sealed bid responses online for selected projects

Vendors may register for DemandStar services online [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp) or by calling 1-800-711-1712. Three membership options are available with DemandStar. We highly recommend you select “Free Agency” to download information at no charge.

Vendors may register for BidNet services online [https://www.bidnetdirect.com/](https://www.bidnetdirect.com/) or by calling 1-800-835-4603. BidNet registration is free.

Please feel free to phone anytime if you need assistance with registering for either of these services.

Sincerely,

Boise City Purchasing
phone: (208) 972-8136
fax: (208) 384-3995
e-mail: Purchasing@cityofboise.org
Placing a bid electronically

The “Place bid” button is located at the top of the solicitation next to the “download button”.

---

Packet Pg. 203

Placing a bid & bid intent
Placing a bid or intent to bid can vary by agency

Each participating agency may require slightly different information collected. For example, some times you may be requested to state your intent to place a bid.
Placing an online bid

When you are prepared to submit an online bid response, simply click on the “Place Bid” button, then “Place a new Bid” and then “Continue”.

![Place a Bid](image)
Upload documents, pricing, etc.

Depending on the solicitation type the information requested may vary.

Follow the directions within the solution to upload your document response along with any required documents or enter in your bid pricing. To upload a document simply browse to your computer or drag and drop.

Hit “Next” or “Save & Quit” if you are not completing your submission in this session.
Reminders and tips

- The “BID NOT SUBMITTED” will continue to appear UNTIL you have completed your submission

- You will receive an alert if there are any unread Addendum or Documents

- For security reasons you’ll need to re-enter your password upon placing bid

- Once bid is placed, “BID SUBMITTED” appears and turns green
Any questions? Call Support Team

800-835-4603

- The BidNet Direct Vendor Support Team is here to help
- Monday-Friday 8am-8pm EST
(E-bidding) Electronic Bidding Instructions
To submit a bid electronically (e-bidding) on DemandStar

- The project MUST be setup for e-bidding by the government agency advertising the opportunity
How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list “e-bidding” as an available “ACTION” when you look at the project details
In order to do e-bidding

1. Click on “E-bidding” in the actions column
In order to do e-bidding

2. Enter your contact information and enter in all required fields.

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed descriptions of your bid through your uploaded documents.
In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

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<th>Online/ Electronic</th>
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<th>Not submitting</th>
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<td>Subcontractor List</td>
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Copyright 2019, DemandStar Corporation. (206)940-0305
In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents
In order to do e-bidding

Once you decide you’ve uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen.
Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents
- Click on the **Submit Response** button to complete your e-bid
Confirmation of Response

• When you complete you will receive a confirmation

• This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly
If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish.
Program Management Support Services (LSP 070)

RFP #20-237

Prepared for City of Boise
Prepared by Stantec

Date: March 20, 2020
Re: RFP 20-237 Program Management Support Services - LSP 070

Dear Steve Burgos and Members of the Selection Committee,

The City of Boise is in the final stages of completing a comprehensive water renewal facility planning process. After attending numerous Public Works Commission meetings and reviewing your 2021 budget documents, we see that you are well underway on approximately $200 million in capital upgrades. Our review identifies approximately $160 million of these improvements designated to the aged Lander Street Water Renewal Facility (LSWRF). This ambitious undertaking led by Boise’s forward-thinking initiatives and inclusive planning processes, will require resources, policies, processes, tools and a disciplined approach to implementation.

In our joint meetings leading up to the issuance of this Request for Proposals for Program Management Support Services (LSP 070), you have shared your vision for program management services. Our response is guided by this vision and our understanding, history of program management services, and the excitement of Michael Fuss, Dick Talley, Eric Battle, Bill Hawkins, and Heather Stephens. This team will bring the experiences gained from the Portland Bureau of Environmental Services (BES) program supplemented with key Boise staff to the City of Boise. Our team is committed and ready to assist the City of Boise with Program Management Support Services.

Stantec is the key strategic partner to assist Boise in achieving this vision and to build a legacy program for others to follow. With over 35 years of demonstrated program management experience, delivering over 100 capital programs totaling more than $80 billion in the past 10-years, Stantec has amassed the experience, the skill sets, the professionals and the tools necessary to develop and manage, dynamic capital programs in this age of ever changing priorities. This unparalleled experience will result in consistent project reporting, controls, and defining a collaborative, transparent program for all stakeholders to be engaged and achieve mutual success. Our process is based on fundamental program management practices and is uniquely customized for each community we serve.

We are proposing a team who have worked together on a program for the City of Portland Bureau of Environmental Services (BES), delivering its Secondary Treatment Expansion Program (STEP) at its largest wastewater treatment facility, Columbia Boulevard (CBWTP). Our understanding of the needs, approach and end goals of the LSWRF and STEP programs are strikingly similar. Our immediate experience in assisting BES in standing up a “Program Lite” is unique and will provide significant benefit to Boise. Our key resources in program management, engineering services and construction management will complement your local Boise staff. Many of the policies, processes and tools we have developed in tandem with BES on their STEP Program will allow Boise to jump start the LSWRF.
Stantec is more than a program management firm. Our deep bench of 22,000 global technicians, scientist and engineers are available and eager to assist the City of Boise. We are rated #1 of the top 10 International Sewer/Waste Market Firms (ENR, July 2019). Our Stantec team members have designed over 150 biological nutrient removal (BNR) plants. We understand the intricacies of the design and delivery process of water renewal facilities. We have acted as owner’s representative, design engineer of record, project controls and program manager on projects and programs.

We will be led on this effort by a professional you all know and respect, Michael Fuss. Michael understands how capital delivery is accomplished within the context of City governance. He has lived the client side of program delivery. He will ensure we avoid pitfalls and truly provide guidance and support where needed to deliver your projects.

Michael has hand-picked our key BES program team of Dick Talley, Eric Battle, Bill Hawkins and Heather Stephens. This management team and Stantec’s deep bench of engineers, schedulers, estimators, document control and project delivery experts are here to help Boise achieve its program goals and objectives.

Dick’s 30+ years in consulting, project, and program delivery will provide that key program focus to the combined City of Boise and Stantec teams. He is a go to resource for clients and our team. He has led the BES Program and provided program support for the Willamette Water Supply and San Jose programs. He has completed the heavy lift of program start-up for BES. He and our Stantec team are ready to bring their program knowledge to the Boise LSWRF program.

Stantec’s corporate promise is to design with community in mind. Communities are what we do. Stantec has been part of the Boise community for over 45-years. You can rely on the performance from our regional staff and local office base because your project is our project, your reputation and legacy will be our reputation and legacy. We are Boise too. We are ready and committed to be that key strategic partner to assist the City to implement its LSWRF program and we are looking forward to rolling up our sleeves and getting underway with you.

Sincerely,

Michael Fuss
Principal-In-Charge
Direct: (208) 388-4310
michael.fuss@stantec.com

Richard (Dick) Talley
Contract Manager
Direct: (503) 220-5423
richard.talley@stantec.com
4.2 Basic Qualifications

The Stantec community unites more than 22,000 employees working in over 350 locations across six continents. Here in the Pacific Northwest, we have eight permanent offices plus two Owner's Representative/ Program Management/Project Delivery offices staffed with over 200 technical, management, construction, financial and project controls personnel. Our clients access the breadth and depth of Stantec's resources through our local staff, who make long-term commitments to the people and places they serve. Our work—engineering and construction, environmental sciences, project and program management, and project economics—from initial project concept and planning through design, construction, and commissioning—begins at the intersection of community, collaboration, creativity, and client relationships. We connect to projects on a personal level and advance the quality of life in communities across the globe. Below is a list of a few of the programs we have participated on throughout the U.S.

**City of Portland, Bureau of Environmental Services (BES) 2017 - Ongoing**
In 2017, Stantec started providing program and project management, project controls, construction management, engineering support, and staffing to support the STEP program.

**Willamette Water Supply (WWS) 2015 - Ongoing**
In 2015, Stantec was selected by Tualatin Valley Water District and Hillsboro (Partners) to form an integrated program management team to help manage the planning, design, and construction of the $1.2B WWS Program.

**San José-Santa Clara Regional Wastewater Facility Capital Improvement Plan (CIP) Program 2013 - Ongoing**
Stantec is providing program and project management staffing to support the planning and management of the capital improvement program. This $1.4B consists of an extensive wastewater plant rehabilitation as well as the development of new processes and improvements for portions of the existing plant.

**Southern Delivery System (SDS) Program 2010 - 2016**
The SDS program is an $985M (first phase) regional project that delivers water from the Arkansas River to residents and businesses. Stantec provided program and construction management services as part of a co-located, integrated team involving more than 20 client staff and a peak of more than 60 consultant staff.

**Los Angeles County Sanitation Districts, Wastewater CIP & Hyperion Solids Handling Program 1980 - 2012**
Stantec has worked at the Hyperion Treatment Plant for more than three decades. The work has involved both liquid and solids treatment processes and systems.

**Baton Rouge Wastewater Infrastructure Asset Management Program 1998 - 2005**
Stantec served as a strategic member of the team that managed and implemented the program, which helped the City/Parish maintain and rehabilitate buried sewer infrastructure assets. Stantec utilized the sewer Rehabilitation Decision Support System (RDSS), resulting in 50% quicker completion and savings of more than $200,000 a year in third party engineering and contract administration fees.

**Clean Water Atlanta 2001 - Ongoing**
Co-located with city staff, Stantec has been providing program management services and technical support for consent decree closeout activities including hydraulic modeling, project tracking, regulatory milestone reporting, and rehabilitation of the City's wastewater collection system.

**Miami-Dade Wastewater Improvement Program 1994 - 2018**
Miami-Dade negotiated two consent decrees (CD) with United States EPA and two Settlement Agreements with Florida DEP to mandate over 1,700 deliverables and approximately $1B in wastewater improvements. As program manager for this CD-driven program, Stantec was responsible for coordinating the overall implementation of program tasks and ensuring that all compliance dates were met.

**Advanced Wastewater Treatment Program Assistance New York 2007 - Ongoing**
Stantec is providing program management services to assist the City in developing and identifying improvements and efficiencies in cost control, scheduling, staffing and prioritization for delivering this $1B wastewater treatment program.

**City of Indianapolis, Combined Sewer Overflow Program (Clean Stream Program) 2008 - 2011**
Stantec was part of the City’s “Clean Stream Team” (CST) responsible for the development of the $3.1B capital program. The CST transitioned to an integrated public/private partnership organization that featured city employees and consultants working together and co-located in City offices.
The map below depicts our similar, recent US program delivery experience and reflects Stantec's depth and breadth of experience delivering capital projects.

- **Bureau of Environmental Services**, Portland, OR, $400 million
- **Confidential Client (WATR) Solids Handling Program**, Hillsboro, OR, $300 million
- **Willamette Water Supply Program**, Beaverton, OR, $1.2 billion
- **Southern Delivery System (SDS)**, Colorado Springs, CO, $985 million
- **Regional Wastewater Facility CIP**, San Jose, CA, $1.4 billion
- **Wastewater CIP & Hyperion Solids Handling Program**, Los Angeles, CA, $510 million
- **Greater Houston Wastewater Program**, Houston, TX, $1.2 billion
- **Wastewater Infrastructure Asset Management Program**, Baton Rouge, LA, $1.5 billion
- **Miami-Dade Wastewater Improvement Program**, Miami, FL, $1 billion
- **Clean Water Atlanta**, Atlanta, GA, $3.9 billion
- **Combined Sewer Overflow Program (Clean Stream Program)**, Indianapolis, IN, $3.1 billion
- **Advanced Wastewater Treatment Program Assistance**, New York City, NY, $1 billion
- **Combined Sewer Overflow Program**, Seattle, WA, $1.5 billion
- **Regional Wastewater Facility CIP**, San Francisco, CA, $1.4 billion
- **Miami-Dade Wastewater Improvement Program**, Miami, FL, $1 billion
- **Regional Wastewater Facility CIP**, San Francisco, CA, $1.4 billion
- **Miami-Dade Wastewater Improvement Program**, Miami, FL, $1 billion
- **Combined Sewer Overflow Program**, Seattle, WA, $1.5 billion
- **Regional Wastewater Facility CIP**, San Francisco, CA, $1.4 billion
- **Miami-Dade Wastewater Improvement Program**, Miami, FL, $1 billion
- **Combined Sewer Overflow Program**, Seattle, WA, $1.5 billion
- **Regional Wastewater Facility CIP**, San Francisco, CA, $1.4 billion
- **Miami-Dade Wastewater Improvement Program**, Miami, FL, $1 billion
- **Combined Sewer Overflow Program**, Seattle, WA, $1.5 billion
- **Regional Wastewater Facility CIP**, San Francisco, CA, $1.4 billion
- **Miami-Dade Wastewater Improvement Program**, Miami, FL, $1 billion
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### 4.3 Approach to Project

The City of Boise is in the final stages of completing a comprehensive water renewal treatment facility planning process. It is well underway on approximately $200 million in upgrades, including $160 million in upgrades to the aged LSWRF Facility. Boise has successfully delivered numerous projects throughout the City in collections and within the water renewal facilities. The Stantec team will build upon the existing processes and provide guidance and resources to further expand and implement an enhanced program management approach and process as the City embarks on the major capital projects at Lander Street and your LSWRF Program. **The overall goal of the program is to bring the benefits of the programmatic approach to your portfolio of projects, in terms of site and projects coordination, schedule management and cost benefits.**

Stantec has a unique understanding of your needs and the right experience to deliver Boise's capital programs. For Boise, we will stand up a program team and approach that is right-sized to your needs. We refer to this approach as Program Lite, and it will include:

1. Defining the structure and roles, contracting vehicles and risk sharing between Boise, the design engineers, contractors and construction managers at risk (CMAR) or other delivery partners.
2. Delivering consistent, accurate and transparent project reporting and controls documents.
3. Providing accurate and reliable cost estimating and guaranteed maximum price (GMP) evaluations.
4. Cultivating the existing culture of collaboration and teamwork to result in meeting project goals for budget, schedule, and quality and augment the talented Boise staff with our team members.
5. Creating a standardized framework for the delivery teams to work within --- regardless of the task being delivered --- providing program-wide consistency.
6. Furnishing a core team that focuses on each key area of delivery, augmenting Boise staff as needed to provide bench strength for workload ebb and flow.

This delivery approach will benefit from an experienced and dedicated partner to assist and support the execution of both WWTP programs. Stantec is that partner. We see that the Boise Program has three key needs, that are presented in the table below, along with our focus and solution.

<table>
<thead>
<tr>
<th>Need</th>
<th>Stantec Solution</th>
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| **Create a Program Management Culture** | • Program Manager, Controls Manager and Client Manager who have all worked together  
Focus: Individual, Team, Stakeholders  
• Engagement workshops with Boise staff to develop understanding of projects, vision and goals, concerns and measured outcomes (near and future-term)  
• Engagement workshops with design and construction professionals who make up the delivery teams  
• Integrate with minimal amount of disruption or rework but with the discipline to shape the future. |
| **Define the Processes** | • Program Management Plan and supporting documents  
Focus: Projects, Delivery Models, Stage Gates, Work Breakdown Structure, Key Metadata, Schedule, Budget  
• Program Delivery System (templates, forms, guidance, process, sample documents)  
• Document Control System  
• Provide consistency around process and documentation |
| **Repository and Reporting** | • Establish SharePoint O365 Collaboration Site  
Focus: Centralized Information, Version Control, Document Governance  
• Utilized to manage delivery of the LSWRF Program, ensuring documents can be stored and retrieved, version control, co-authoring and review  
• Easy reporting and dissemination of process documentation across the LSWRF Program |
Our Team and Team Integration:

Stantec understands that the LSWRF Program has been underway for many years with planning, design, and construction activities. Many of the elements of the LSWRF Program are currently "in-flight" and are in various stages of completion or development. It is our philosophy that integration with the owner, in this case the City of Boise, your design professionals and construction managers is paramount to the success of the Program and the individual projects. Several of our programs have developed integrated cultures and have included situations where other work products were already in progress that had to be considered and integrated into the Program. Our approach includes a focused Start-up phase, that we call Plan the Plan. Details of this phase are provided in the next section. During this phase we will conduct workshops with you and your designated team members. These workshops will be key to understanding your current projects, the processes being used, and gain valuable insights on what is working well and where there are ongoing issues. This information will help to define the processes and protocols for the program.

We will remain flexible and adaptable to have the least amount of unnecessary stress applied to your ongoing projects. Often this includes defining the specific phase or point in a project’s schedule at which in-flight projects are integrated into program requirements and clearly communicating this to the project managers. This approach allows work to continue with a clear understanding of when they will need to integrate into the overall program and removing issues that come naturally with uncertainty and upcoming changes. Overall, we will assimilate into your team with minimal amount of disruption or rework yet establish the protocols and discipline to shape the future.

The Stantec team’s approach to managing and delivering the LSWRF program is illustrated in the graphic below and summarized on the following pages.
Launching and Conducting Program Management Support Services.

Our initial Program phase is called "Plan the Plan" during which Michael, Dick and other key team members will establish a short series of workshops to meet with key Boise staff to clearly understand your vision, goals, concerns, desired outcomes, existing processes, resources, governance structure, and identify gaps. We will build on your existing success and leverage the lessons learned, tools, and experience we have gained at BES and from delivering nearly 100 programs across the country. We will identify the best program policies, standard operating procedures (SOPs), governance and decision structure.

The Plan the Plan phase of the program yields three product deliverables (summarized graphically below, and discussed in the following section):

- Program management and delivery plan documents consisting of a compilation of project information sheets and associated backup information, document management policies and communications plan.
- The baseline master implementation schedule in Primavera P6 that is cost- and level-of-effort-loaded.
- A cash flow diagram generated by the cost loaded P6 schedule. This information will be routinely reviewed and updated as part of the reporting process for the program.

The result is a standardized framework for the delivery team to work within, regardless of which scope task is being delivered—providing program-wide consistency.

Before mobilization of this phase, we will develop a plan and schedule for the needed workshops and deliverables and work with you to identify participants, modify the schedule and adjust as needed to minimize disruptions to existing projects.

INDEPENDENT VALIDATION SAVES TIME AND MONEY

Program Management Plan

The LSWRF Program Management Plan (PMP) will serve as the program’s implementation roadmap and “how to guide.” The PMP will be the key document in guiding and directing all program efforts. The LSWRF PMP will be dynamic in nature, continuously evolving and being refined as the program moves forward and the emphasis of work activities progress and change. The LSWRF PMP will provide general guidance with references provided to specific SOPs that include process guidance as well as standard designs and specifications for project delivery. The LSWRF PMP will be delivered in an electronic and searchable format to facilitate use and ease of updating.

The early activities of the program, such as conducting the gap analysis, developing the Baseline, Preliminary Engineering, Risk, and Program Status Reporting will also be documented and included in the overall LSWRF PMP.

Cost-Loaded Baseline Schedule and Budget

Armed with knowledge of existing resources and gap needs, Stantec will move forward with one of the most unifying exercises, the development of a cost-loaded baseline schedule and budget (Baseline). Eric Battle and Portia Rankin will lead this effort. Eric is the regional scheduling/Primavera lead for Stantec and, has 19 years of experience working on programs and developing cost-loaded schedules. Together Eric and Portia are leading the cost loaded scheduling and schedule maintenance for BES.

This Baseline exercise will vet the various projects and identify critical decision points. Stantec and Boise staff will flesh out and memorialize important assumptions and understandings. Long lead items, cash flow forecasts and projects’ dependencies are identified to clearly define critical delivery cycles and program priorities. The understanding and knowledge gained during the baseline process will build team unity and confidence in the program moving forward.

We propose using Primavera P6 scheduling software for the program schedule, due to the rigor and competency of its algorithms. For cost data, Bill Hawkins with 33-years of construction management experience and his in-house construction estimators will complete independent and real-time construction cost estimating that are reflective of current craft labor availability, market conditions and materials/vendor pricing. These estimates will be compared against the input from the project design consultants and the selected Construction Management at Risk (CMAR) entities to provide independent verification and validation of Program budgets, cash demand models, cost trends, and reconciliation in quarterly projections.
and updates. The cashflow projections will be based on a universally accepted Work Breakdown Structure (WBS) and Cost Models to enable the use of existing earned-value management systems software.

**Preliminary Engineering, Master Site Plan and Standards Development**

Heather Stephens, Jason Hurless and the engineering team will establish a master site plan to identify conflicts and establish spatial relationships between project packages and contractor work areas. They will work closely with operations staff to identify operation limitation and identify allowable shutdown intervals or identify bypass requirements to ensure project package delivery is reasonable and manageable. This will be developed concurrently with the development of the cost-loaded schedule and based on the information found during the gap analysis exercise.

Jason, Stantec’s Boise engineering design lead, is intimately familiar with design, BIM, and Revit standards. He will be working closely with Boise engineering staff to ensure plans and designs provided by various engineering and project execution teams are consistent and coordinated.

**Risk Identification and Mitigation**

Large and complex programs such as the LSWRF Program typically face a wide range of constantly evolving risks. To address them, a comprehensive dynamic risk management program will be used to allow for anticipation, analysis, response and contingency planning, and monitoring of significant risks. It is important to define the tolerance for risks, preference for handling, and establishing financial contingencies in the early stages of the Program.

Our risk management process will be applied throughout the Program’s execution and Nick Smith, PE, PMP, Stantec’s regional project management lead, will manage the development and maintenance of the Risk Register and Risk Management process. Our process and standard documentation will be outlined in the PMP, including details about who is responsible for risk management, authority matrix for decisions and financial authorizations.

**Program Status Reporting**

The last early stage activity that will develop a core understanding, as well as develop an esprit de corp within the entirety of the program team, is program status reporting. Stantec is very familiar with the various types, styles, and media used for program status reporting depending upon the audience and whether it is public officials and agencies, citizen organizations and neighborhoods, or internal technical staff and teammates. The distinction is not necessary on the content or “need to know” basis but rather how the information is conveyed, how it will be understood and what is its purpose. Using dashboards, project internet sites, newsletters and quarterly reporting; Stantec will support Boise in completing timely, quality project status reports.

Well-established status reporting puts common goals ahead of individual goals, and clearly-defined expectations and performance indicators/measurements enhance the visibility, create ownership, minimize the risks such as delays, cost increases, and interruptions to plant operations and worker safety.

**Starting Program Management Services**

After completion of the Plan the Plan phase, the Program will move into the Monitor, Refine and Deliver the Plan phases, during which new and in-flight projects will be proceeding under the LSWRF Program Management processes, procedures and requirements.

On a program such as LSWRF, with multiple dependent projects being delivered simultaneously, it is important that an overarching Project Delivery System (PDS) is established. The PDS provides a sequential, phased-approach to consistent project implementation. It will define and standardize the tasks and phases that your projects will go through and define key inputs, outcomes and requirements within each of these tasks and phases. The PDS is where the City of Boise will find real value from Stantec’s experience with BES and its over 100 other programs. The LSWRF PDS will result in a standardized framework for the delivery team to work within, regardless of which scope task is being delivered—providing program-wide consistency.

Within the PDS, we recommend defining an approval process called stage gates, that is intended to deliberately review projects for preparedness at critical stages of delivery prior to advancing to the next stage. The cost and complexity of a project (specific characteristics presently being defined) will determine whether a project is required to complete all stage gates and/or whether an abbreviated stage gate process can be followed. Projects with a high cost and/or complexity will be required to follow the full process.

Once developed, the delivery processes and procedures are fed into the web-enabled PDS. The PDS tool then offers complete project delivery guidance through an intuitive graphical interface—enabling project teams to work together effectively and maintain project quality. An example of a PDS is provided on the next page.
Throughout delivery, all program projects will be required to follow the PDS, resulting in a consistency of delivery driven by the requirement to follow defined processes and use standard procedures and templates. Individual tasks will be executed using the LSWRF PDS and the Stantec team will utilize the baseline to manage, sequence, control, and coordinate tasks. The PDS will help ensure consistent project delivery among contractors and consultants through standard programmatic deliverables and reporting, while maintaining safety and efficiency and maintenance of plant operations.

Ensuring Safe and Coordinated Construction

Construction of the program's projects represents the most costly, highest risk and greatest need for program-level coordination. As such, Bill Hawkins and his team will work closely with Boise engineering and legal staff to ensure contract management is clear and concise. Together they will develop standard contracts and standard contract language. Division 0 and Division 1 documents will be developed for consistent project execution and delivery.

Boise has a history of project delivery using the CMAR delivery method. Bill and his team are well-versed in this method as well as design, bid, build, design-build, or progressive design-build project delivery methods. The reality is no one solution fits all situations and by evaluating risks, project/program financials, and site constraints, Stantec will assist Boise in finding the optimal delivery method.

Regardless of the delivery method, construction quality must be assured, and plant operations must be maintained. Stantec will collaborate with Boise staff to solidify a construction quality assurance and quality control plan for the overall program. Based on Boise's existing processes and preferences, testing and observation services will be defined and incorporated appropriately into contract documents.

The Stantec team will develop a maintenance of plant operations plan (MOPO). The MOPO plan will clearly identify plant operation limitations, shutdown protocols, contractor's responsibility and start up and commissioning plans. The MOPO plan at Lander Street may be one of the most critical documents developed. The site is very limited and permit violations are not acceptable. Operations staff will be intimately involved in the development of the MOPO plan. At the end of the day, projects must dovetail with existing operations and plant operators must have clear guidance and training on new processes. Design with community in mind means the entire community, operations, engineering, management are all part of the affected community.

Monitor and Refine the Plan

During delivery, the LSWRF Program will be continually monitored against the baseline to make certain that individual projects and the overall LSWRF program are delivered successfully through the proactive application of processes and procedures. Identified changes are continuously fed back into the process to revise/update the baseline and periodic monitoring of program performance is imperative to ensure accurate and relevant plans for future fiscal years. This phase helps to identify and mitigate issues related to political change and governance and helps to mitigate and take advantage of economic threats and opportunities.
Additional Support

The Stantec team is available to assist Boise in any of its program and project needs. The team we propose for the LSWRF Program is backed up by literally hundreds of program management and controls experts, water reclamation engineers and construction managers and planners, specialists in permitting, financing and more.

Our Boise team has worked with many of the Idaho, Ada County, and Boise agencies over the years to ensure planning and permitting activities are aligned. Our team works regularly with multiple funding agencies and methods. We understand the contracting, project and document control necessary to satisfy funding agencies such as the Environmental Protection Agency, Idaho Department of Environmental Quality, Bureau of Reclamation and other local, state and federal agencies.

We have the right team with the specific and relevant experience, and the right tools to be your partner and successfully deliver the $160 million in needed upgrades to your water renewal facilities.

4.4 Specific Staff Qualifications

The organizational chart on the next page presents the key Stantec team members who will integrate with the City staff developing additional program controls and delivery management policies, processes and tools throughout the life of the LSWRF Program – professionals committed to partnering with the City – and summarizes the roles of the key team members.

The key personnel listed have been selected for their qualifications and experience working on similar programs to the LSWRF upgrades. All key staff are available and will be committed to the City for the full duration of the project. On the following pages, we provide more detailed background information regarding the roles and relevant experience for each proposed team member, supplemented by resumes attached in the Appendix to this proposal.

The City of Boise has previously met the majority of these Stantec professionals and have already established a communication style and conveyed the foundational understanding of LSWRF Program goals and objectives. This opportunity to discuss the similarities and synergies between what is needed and envisioned for the LSWRF Program and the ongoing City of Portland Bureau of Environmental Services STEP Program will create considerable value to the City of Boise and will enable the Stantec team to efficiently integrate into the ongoing projects, develop policies and processes to “knit” ongoing and planned projects into the overall delivery of the LSWRF Program and re-purpose many of the same tools that have been developed for STEP.

The BES STEP Program was singularly developed for the exact same reasons that the LSWRF Program is needed;

- Rapid and integrated delivery of multiple high-value capital-intensive Projects over a short duration
- Coordination of multiple impacts on a singular facility that must remain fully operational at all times
- Need for an influx of qualified and experienced project delivery staff
- Coordination and management of multiple design and construction management teams for consistency and quality goals
- Transparent and accountable system for reporting, managing schedule, cost, risk and performance, document management and contract terms, conditions and expectations.

To maximize the value for the City of Boise, Stantec is proposing that the same leadership team supported by local Boise staff with their years of management practice and BES specific experiences, this team will efficiently develop a tailored approach for the LSWRF Program.
As principal-in-charge of the Boise Program Management Support Services, Michael will ensure the right resources are on the team and delivering value to the City of Boise at the right time. He understands the needs of stakeholders, both internally and externally, to ensure clear communication amongst teams and the members of the community. He thinks strategically and acts systematically to facilitate progress to logical conclusions within the public construct. He is your champion inside the Stantec team.

Prior to joining Stantec he spent 13 years at the Nampa Public Works Department and 11 of those as Director where he was responsible for the overall direction, funding, and operations of the City's Fleet, Street, Airport, Engineering, Water and Irrigation, Environmental Compliance, and Wastewater Collection and Treatment. Michael's role will be to routinely meet with City Management to learn of the City's perspectives, accept counsel and convey the feedback into formulation, adjustments or enhancement of Stantec's delivery of services.

**Unique Qualifications**

- As Public Works Director, led Nampa's wastewater program and decision process for its nearly $200M investment, including leading the revenue bond public education campaign resulting in nearly 90% voter approval.
- His professional career spans both pubic services and private practice. This unique perspective will quickly build bridges between existing City policies, practices and individuals and the Stantec Program delivery teams.
- Local leadership and experience within the City of Boise business environment will enable efficient and effective meetings, communications and reporting to members of the City's Management and Governance teams.

**Relevant Experience**

- Public Works Director*, Nampa, Idaho 2007-2018
- Wastewater Utility Management*, Nampa, Idaho
- Water Utility Management*, Nampa, Idaho

* denotes projects completed with other firms
Dick will serve as Contract Manager and will be your primary point of contact for day to day activities and provide the leadership of activities to achieve the goals and delivery of the LSWRF Program. Over his 30+ year career, Dick has effectively led teams of PhD’s, professional engineers, general contractors, project controls specialists, construction managers, specialty sub-consultants, vendors, owners, operators, maintenance professional regulatory specialists and management, legal, financing and planning professionals and vested stakeholders to produce successful projects. He is experienced in all types of municipal and industrial projects with an emphasis in water and wastewater treatment, conveyance and pumping and alternative delivery ranging in total project value from $300 thousand to $750 million.

The key to his success has been his communication skills and willingness to listen and respond in a clear and concise fashion. Dick prides himself on his ability to consistently deliver projects that meet all objectives for quality, schedule and budget for his partners. The single most important measurement of his accomplishments is reflected in that over 75% of Dick’s projects have been for past clients who have asked that he join them on their next project. This repeat endorsement attests to his performance. Dick is currently serving as the Deputy Program Manager to the City’s overall Program Manager for the BES STEP Program.

Unique Qualifications
- Over 33 years of PM experience and is a PMI-certified Project Management Professional
- Has provided Program Management service leadership for CIP related deliveries from $300 thousand to $750 million in value
- Intimately familiar with alternative delivery, particularly in CMAR and PDB delivery models both as the Engineer of Record, Construction Manager or Owner’s Representative during contract negotiations, GMP development, negotiation and approval and management of design, construction and startup and commissioning

Relevant Experience
- City of Portland, Bureau of Environmental Services, Program Management
- Willamette Water Supply Program (WWSP), Tualatin Valley Water District
- Regional Wastewater Facility Capital Improvement Plan (CIP) Program, City of San Jose Environmental Services Department

Rachel will serve as the Deputy Contract Manager and will provide the consistency and attention to detail required to manage the LSWRF Program. Rachel will provide management, controls, and auditing of the City’s contracts with various Engineers-of-Record, Construction Management firms and provide the framework for reporting of budget, schedule and commercial performance in a consistent and transparent manner. One of her major roles will be to fulfill the management of change processes that are vitally critical to the success of any Program.

With 22 years of progressively responsible accounting, financial management and reporting and performance metric measurements, Rachel will compliment and enhance Dick Talley’s role during the anticipated ebb and flow of the LSWRF Program activities. Currently, Rachel provides commercial management activities for the BES STEP Program.

Unique Qualifications
- Over twenty years of progressively responsible experience in contract administration supporting programs and projects
- Financial reporting, accounting standards and cost and finance management
- Multi-national experience with local, state and federal programs

Relevant Experience
- City of Portland, Bureau of Environmental Services, Program Management
- Willamette Water Supply Program (WWSP), Tualatin Valley Water District
- City of Redmond Water Pollution Control Facility, Facility Plan
Eric Battle
Project Controls
Years of Experience: 27
Location: Portland, OR

Eric has over 19 years of experience in program/project management, project controls, consulting, business process analysis, and training with a diverse project management background. He possesses strong communication, team-development, and client relationship-building skills and has extensive experience implementing and integrating project management software systems. He has provided Primavera and other customized training for such clients as The Boeing Company, Hollywood Entertainment, Menlo Worldwide, Battelle PNNL for the U.S. Department of Energy, AT&T Mobility, Sound Transit, and Washington State Ferries. Eric is currently serving as the Controls Manager for the BES STEP Program

Unique Qualifications
- Over 15 years utilizing Primavera for project and program scheduling, resource management and forecasting and strategic decision making
- Experienced and developing and managing dozens of Program Management Plans, Document Management, Risk Management, Budget and Schedule Management, Management of Change, Communication and Governance Plans for Programs ranging from $100 million to over $1 Billion.
- Led Program Controls teams through design and construction including alternative delivery models such as CMAR and has provided mentoring, training opportunities and develop staff understanding and capabilities both within the Client and Stantec teams.

Relevant Experience
- City of Portland, Bureau of Environmental Services, Program Management
- Regional Wastewater Facility Capital Improvement Plan (CIP) Program, City of San Jose Environmental Services Department
- San Diego Pure H20 Program

Heather Stephens, is a Senior Wastewater Leader in Stantec’s Portland, Oregon office. She has 25 years of experience in the planning and design of wastewater conveyance and treatment systems serving public utilities throughout the western United States. With a focus on municipal clients, Heather has completed dozens of projects involving the design of wastewater facilities, wastewater treatment process engineering, wastewater system master planning, pipeline design, and asset management. She has a strong background in nutrient removal and resource recover in wastewater treatment systems, and brings a big picture vision to successfully handle complex projects for her clients.

Her work includes projects ranging in size from $500,000-$8 million for the City of Portland, Clean Water Services, City of Tacoma Department of Public Works, King County, Eastern Municipal Water District, City of Vancouver, City of Santa Rosa and City and County of Honolulu. Heather is fulfilling the role as the Engineering Services Manager for the BES STEP Program.

Unique Qualifications
- Has led the development of engineering design standards and protocols for the BES STEP Program and served as Project Manager on a variety of waste water related projects through out the Pacific Northwest
- Possesses a well developed and experience background in Facility Master Plan, Capital Planning and CIP development for waste water agencies, including developing and maintaining productive relationships with regulatory and various funding agencies
- Led and completed projects using CMAR, DBB, DB and PDB delivery models.

Relevant Experience
- City of Portland, Bureau of Environmental Services, Program Management
- Willamette Water Supply Program (WWSP), Tualatin Valley Water District
- Wastewater Treatment On-Call*, City of Portland, Portland, Oregon

* denotes projects completed with other firms
Bill has collected experience and lessons learned from many wastewater CMAR projects in Oregon and Washington. He brings knowledge of what the many pitfalls are and how to navigate through them to a successful project. He supported the city of Lake Oswego in their process to select and negotiate a GMP with their selected contractor for the project. Additionally, he supported King County during their negotiations for their Brightwater treatment plant. Both projects encountered many challenges that provided valuable lessons learned and approaches to achieve resolution. He has extensive experience in providing project management, design management, construction management, value engineering, estimating, scheduling, and contract administration for a wide variety of projects in the water and wastewater industry. He has had deep involvement in design-bid-build, CMAR, Design-Build and other variations of alternative delivery approaches, employing lump sum, and numerous types of cost reimbursable contracting methods. Bill is serving as the Construction Management Lead for the BES STEP Program.

Unique Qualifications
- 33 years of experience in the municipal and industrial capital projects delivery primarily in construction management and commercial and risk management
- Successfully has delivered multitudes of value engineering workshops and activities that have resulted in over $100 million in cost savings for his clients without sacrificing or reducing performance levels, design objectives or adversely impacting ongoing and future operations and maintenance activities or resources.
- Effectively developed multitudes of cost models for GMP and OPCC cost reconciliation activities, established guidelines and responsibilities for Construction agreements and General Conditions, Division 0 and 1 documents, GMP development and reconciliation and risk management to result in successful GMP approvals and execution.

Relevant Experience
- City of Portland, Bureau of Environmental Services, Program Management
- Willamette Water Supply Program (WWSP), Tualatin Valley Water District
- Senior Construction Management Consultant, City of Omaha Combined Sewer Overflow Control Program

Nick is a civil engineer with 21 years of experience designing and managing wastewater treatment, water resource systems, conveyance, and other civil and environmental projects including municipal programs and program management. In the last 15 years Nick has specialized in development of wastewater treatment facilities, construction management services, master plans, and successfully leading numerous projects as project manager. Nick's technical experience spans other areas including pump systems, pipelines, hydraulic designs, hydrology, mechanical systems and instrumentation and controls for systems with wide ranging size and climate. Nick also possesses a financial background with cost estimating and life cycle costing experience and is a certified Project Management Professional and commercial leader for Stantec. Nick currently serves as Project Management and Commercial Leader (PMCL) to manage project risks, on-time delivery and project management best practices throughout the region.

Unique Qualifications
- Nick regularly evaluates project technical and delivery risks, identifying potential project delivery pitfalls and has access to a wide variety of resources to meet the clients needs.
- With 15 years of successfully project design delivery and construction oversight with Treasure Valley and with the City of Boise, he has a practical approach to working with teams maximize the chance of successful completion.
- Nick has worked regularly within the Idaho regulatory agencies and is passionate about the environment and the community he lives in.

Relevant Experience
- San Jose-Santa Clara Regional Wastewater Facility Program - Headworks, San Jose, California
- Southern Delivery System (SDS) Program, Colorado Springs, Colorado
- Hermiston Regional Water System Management (Program Lite), Hermiston
As ENR’s #1 wastewater engineering firm, Stantec has performed hundreds of program management and design contracts throughout North America, as well as right here in the Pacific Northwest. Perhaps more importantly, the Stantec team that will be supporting the LSWRF Program has worked on these projects both individually and together. Our experienced and proven staff provides expertise and documented results in the three major aspects of program management – people, processes and tools. From this broad but directly applicable experience, we know that delivering a complex project will always come with challenges. Which is why our creative, collaborative approach to planning and controls identifies and develops solutions for most problems from the start and provides early notification and planning processes on the rest. Because we’re passionate about creating a sense of certainty from the outset, the City of Boise can meet your objectives with confidence— and without crisis.

For more than 45 years, we’ve been Idaho’s partner through thick and thin. From wastewater treatment to flood mitigation to water quality issues, we know Boise and the little nuances only a local team can recognize. This intimate understanding combined with Stantec’s unmatched wastewater expertise is the key to developing a program management plan that meets your goals while effectively considering Boise’s role within the Treasure Valley. We understand the water quality issues affecting the region and how they’re driving you to make decisions and changes to your systems. This connection to one of our state’s most valuable resources—water—is evident in our work within the region.

The City of Portland repeatedly turns to us to provide program and project management, technical engineering design, construction management, value engineering, and staffing to support their programs and projects. Willamette Water Supply also has relied on our partnership and integrated program management team over the last five years to help manage the planning, design, and construction of the $1.3 billion Willamette Water Supply Program. The Southern Delivery System (SDS) was an $985M (first phase) regional project in Colorado that now delivers water from the Arkansas River to residents and businesses. We’ve partnered with the City of San Jose, California for the past seven years providing program management services and technical support for the major upgrades and improvements to their wastewater treatment facility in meeting consent decree requirements.

We showcases these projects in more detail below, to demonstrate the commonality between each of these Programs and the LSWRF Program and how each of these Programs were able to join existing client staff, projects and processes in flight and rapidly integrate people, procedures and tools for an effective transition to the Program level. Each of these Programs were developed around the universal intent of leaving a legacy, meaning that as soon as the Program is functioning efficiently and effectively, the tasks and roles are transitioned to existing and new Client staff who have been instrumental in the development, trained in the processes and tools and empowered to extend the Programs into the future and onto other Client Programs yet to be developed.

### Project Experience Relevancy Matrix

<table>
<thead>
<tr>
<th>City of Portland, Bureau of Environmental Services</th>
<th>San Jose-Santa Clara Regional Wastewater Facility Capital Improvement Plan (CIP)</th>
<th>Tualatin Valley Water District Willamette Water Supply Program (WWSP)</th>
<th>Wastewater CIP &amp; Hyperion Solids Handling Program</th>
<th>Miami-Dade Wastewater Improvement Program</th>
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Program Management, City of Portland, Bureau of Environmental Services (BES)

KEY TEAM MEMBERS
Dick Talley, Rachel McGinn, Eric Battle, Portia Rankin, Heather Stephens, Adam Odell, Bill Hawkins

DESCRIPTION
Since 2017, Stantec has provided program and project management, project controls, engineering services, construction management, value engineering, and staffing to support the BES STEP Program. STEP is a $400 million CIP investment in process and infrastructure improvements to expand the secondary treatment capacity at the Columbia Boulevard wastewater treatment facility (WWTF) required by a Memorandum of Agreement with the Oregon Department of Environmental Quality. Program management included the development of a Program Management Plan (PMP) and supporting plans for document control, schedule and budget control, risk, management of change, governance and reporting, the planning, design, and construction management.

Stantec’s team members have flexed to meet the Program needs over the past 20 months from a maximum of 10 individuals to as few as four dependent upon the activities. The Stantec Staff are integrated with nearly 50 City staff. In addition to program support, Stantec has established a program management office to support and train project managers for other CIP projects within the City of Portland. We have also established a framework of engineering and Building Information Model (BIM) guidelines, equipment naming and tagging conventions, standards for document templating and reporting, audit and quality control standards, Plant Health and Safety Plans, design guidelines for civil/site, architecture, mechanical, electrical, instruments and controls, structural, seismic and levels of service unique to the STEP Program.

Additionally, Stantec in conjunction with City legal staff have developed agreements for construction and general conditions, Division 0 and 1 documents, cost model guidelines for construction cost estimates and Guaranteed Maximum Price proposals and have assisted the City in developing the CMAR procurement documents and selection of the CMAR firm.

Baseline scheduling and budgeting are completed and have generated cash demand and resource loaded estimates for the overall City’s CIP management.

Willamette Water Supply Program (WWSP), Tualatin Valley Water District

KEY TEAM MEMBERS
Dick Talley, Rachel McGinn, Eric Battle, Portia Rankin, Heather Stephens, Adam Odell, Bill Hawkins

DESCRIPTION
In 2015, Stantec was selected by TVWD and Hillsboro (Partners) to form an integrated program management team to help manage the planning, design, and construction of the Willamette Water Supply System (WWSS). The WWSS will utilize and add capacity to the existing river intake and raw water pump station that serve the existing Willamette River Water Treatment Plant, construct a new water treatment plant and finished water pump station, and deliver water to program Partners through new water transmission pipelines and terminal storage reservoirs. Following notice-to-proceed, the integrated program team completed a 120-day mobilization effort, which established all needed program tools and processes, and a program management plan that will guide implementation of the WWSP— including the baseline schedule and budget for project delivery.

The planned facilities include: Raw Water Intake and Pump Station on the Willamette River; new WTP facilities with ultimate capacity of 120 million of gallons per day (mgd), a WTP capacity of 60 mgd will be achieved by 2026; Finished Water Pump Station; a 105-mgd raw and finished Water Transmission System (approximately 32 miles of 66-inch and 48-inch pipelines); and two 15-million gallon Terminal Storage Reservoirs. Some applicable tasks completed for the WWSP have included: evaluating project delivery methods, developing project procurement documents, soliciting bids, and selecting consultant/contractor teams; working with stakeholders and regulators, drafting permit applications, supporting property acquisition tasks, and performing siting investigations/alternatives; and providing flexible staff augmentation and resources as needed.
Southern Delivery System (SDS) Program, Colorado Springs Utilities

KEY TEAM MEMBERS
Jeffrey Schulz, Jason Hurless

DESCRIPTION
The Southern Delivery System (SDS) is a regional water supply program that delivers water from the Arkansas River to residents and businesses in four partner communities—the City of Colorado Springs, City of Fountain, Security Water District, and Pueblo West Metropolitan District. The project was needed to develop additional conveyance and treatment capacity in the existing water supply infrastructure, provide an additional method of delivery for Colorado Springs’ western slope water supply, ensure capacity for the region’s growth, and enhance drought resilience. Core program components consisted of over 60 miles of predominately 66-inch-diameter pipeline plus over 1 mile of 90-inch diameter intake pipeline; three raw water pump stations; a new water treatment plant and finished water pump station; power supply facilities; and environmental and other mitigation projects to meet permit requirements. The original budget for this program was $985 million.

Stantec provided program and construction management services as part of a co-located, integrated team involving more than 20 client staff and a peak of more than 60 consultant staff. The team completed an aggressive, 90-day program mobilization effort by streamlining and synchronizing multiple start-up tasks while simultaneously implementing priority projects. The team implemented several best practices and tools for successful program delivery which included Primavera P6 scheduling, Primavera Risk Analysis, Primavera Contract Manager construction management software for cost controls, and Stantec’s Project Delivery Model. Throughout delivery, the team followed a systematic approach to project controls that created a rigorous and transparent environment for reporting, and supported governance, scheduling, change management, owner financial planning and oversight, document controls, and project closeout. The Stantec Team collaborated with Colorado Springs Utilities to implement coordinated procurement and delivery strategies for both progressive design-build and conventional design-bid-build delivery methods and applied value management practices such as commodity-driven cost forecasting. The team also successfully executed an innovative and robust public involvement program tailored to the client’s dynamic political and regulatory environment to gain and maintain community support for the program over several years.

The SDS Program achieved on-time delivery with a final project budget of $825 million, $160 million below the original program budget with substantially fewer water rate increases required to fund SDS, while keeping approximately 70% of the SDS total delivery and construction expenditures going to local businesses. The program earned numerous awards, including ENR Mountain State’s Regional Best Projects Award in 2013 and 2014 for Water/Environment.

Regional Wastewater Facility Capital Improvement Plan (CIP) Program, City of San Jose Environmental Services Department

KEY TEAM MEMBERS
Dick Talley, Eric Battle, Nicole Ream, Nickolas Smith

DESCRIPTION
Stantec is providing program and project management staffing to support the planning and management of the $1.4B CIP. At present, the integrated CIP program team, consisting of approximately 20 consultant staff and 50 City staff, are implementing approximately 40 capital projects across all project delivery phases. The Program consists of an extensive wastewater plant rehabilitation, as well as the development of new processes and improvements for portions of the existing plant, which is one of the largest advanced wastewater treatment facilities in the western United States.

We rapidly and efficiently mobilized the program within 120 days—an effort that included over 80 workshops and meetings. The team created an extensive CIP SharePoint collaboration site, including team sites, project sites, a program management plan, a project delivery system, an interactive GIS map, and a training area for new staff. The mobilization effort also provided 5- and 10-year CIPs to the City for the initiation of their annual budgeting process. This included a definition and consolidation of 104 projects into 33 larger, logical packages for more effective sequencing and implementation.
RFP 20-237
Program Management Support Services
Return with Proposal
PROPOSAL SIGNATURE PAGE

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<tr>
<th>Name of Business:</th>
<th>Stantec Consulting Services, Inc.</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>727 East Riverpark Lane, Suite 150</td>
</tr>
<tr>
<td>City:</td>
<td>Boise</td>
</tr>
<tr>
<td>State:</td>
<td>Idaho</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>83706-6559</td>
</tr>
<tr>
<td>Phone No.:</td>
<td>(208) 345-5865</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Michael Fuss</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:michael.fuss@stantec.com">michael.fuss@stantec.com</a></td>
</tr>
<tr>
<td>Title:</td>
<td>Area Manager</td>
</tr>
<tr>
<td>Date:</td>
<td>03/18/2020</td>
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</table>

Significant Local Economic Presence:  _____ Yes;  _____ No

(Misstatement of local presence may result in disqualification of the bid or proposal by the City Council).

Provide local address if different than mailing address.
Proposer Acknowledge Receipt of the Following Addenda:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Date</th>
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<tbody>
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<td>1.</td>
<td>March 16th 2020</td>
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<td>2.</td>
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<td>3.</td>
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</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 Proposal, to enter into and execute a contract, of which this 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.

PUBLIC AGENCY CLAUSE

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

Accept Public Agency Clause?  Yes  X  No  

4.D.2.c
Michael Fuss

PE

Principal-In-Charge

Office Location:
Boise, ID

Years of Experience:
32

Registrations:
Professional Engineer - ID, WA

Memberships:
American Society of Civil Engineers
Past President, Southern Idaho Section
Association of Idaho Public Works Professionals
Past President
Lower Boise Watershed Council
Past Board Member

Michael ensures resources and workload align with our project delivery mission. He's passionate about building strong teams and collaborative partnerships between technical experts and the communities we serve to sustainably solve current public works challenges. Supporting business development efforts across all divisions of Stantec, Michael assists with scope definition, and providing associated competitive design project pricing as needed. In addition to his area management role, Michael has also skillfully negotiated multiple National Pollutant Discharge Elimination System (NPDES) permits to maximize resource allocation within municipal departments and meet the needs of the community and the environment.

Prior to joining Stantec, he spent 13 years at the Nampa Public Works Department, with 11 of those years spent as the director, where he was responsible for the overall direction, funding, and operations of the City's Fleet, Street, Airport, Engineering, Water and Irrigation, Environmental Compliance, and Wastewater Collections and Treatment. Using a data-driven approach to guide strategic initiatives at the Department, Michael developed a department-wide asset management program and culture which led to a continuous improvement process with full agency coordination, increasing level of service and reliability for residents.

Education

• MBA, Boise State University, Boise, Idaho
• BS, Civil Engineering, Washington State University, Pullman, Washington

Relevant Experience

Wastewater Utility Management*, Nampa, Idaho

As Public Works Director for the City of Nampa, Michael was directly responsible for the planning, funding, operation, maintenance, permit negotiation, and permit compliance of the Nampa Wastewater Utility. The Nampa Wastewater Utility provides for the collection and treatment of wastewater to a population of 100,000, commercial and significant industrial customers. Industrial load was approximately 40% of the overall capacity utilization. Under Michael's Leadership the utility increased its service population by approximately 25% from
72,000 to 100,000. The overall treatment capacity was increased from 13 MGD to 18 MGD and is poised to expand to 20MGD. All increased treatment capacity was constructed on the existing facility site with limited excursions throughout his tenure. The collection system expanded by approximately 50 miles and included consolidation of sewage basins and pioneering a new basin that opened approximately 3,800 acres for residential, commercial and industrial development. Michael effectively secured two public debt issuances through the State Revolving Loan program. The initial public debt was for $17 million and was authorized through judicial confirmation. The second and Michael's crowning achievement was for $165 million authorized by a public vote which received 87% of voters voting in favor of authorizing the debt.

**NPDES Wastewater Permitting**, Nampa, Idaho
While Public Works Director for the City of Nampa, Michael directed and managed the negotiation of the city's National Pollution Discharge Elimination System (NPDES) wastewater permit. The negotiation process took several years and included Michael's involvement in the development of a total maximum daily load within the receiving water body. Michael actively involved local public officials, technical resources, and the permitting agencies of the Idaho Department of Environmental Quality and the US Environmental Protection Agency. The result was a permit that protected the environment, met regulatory muster, created an innovative solution, and included sufficient time that the community could fund and construct the improvements. Once improvements are complete, Nampa will be one of the few locations where wastewater is truly eliminated from the waters of the US in the summer by the implementation of a complete reuse system discharging Class A wastewater to a regional irrigation facility. Nampa will create a water resource asset for irrigation and economic development for the community for years to come.

**Wastewater Facility Planning**, Nampa, Idaho
During his tenure as Public Works Director Michael completed two wastewater facility plans. The plans provided a roadmap for maintenance, growth and increased regulatory burden due to a new NPDES permit for the facility. Each facility plan had a planning horizon of 20 years and addressed significant residential, commercial and industrial growth that at times exceeded 6%. The facility plans enabled Nampa's rated capacity to grow from 13 mgd to a planned 20 mgd and address new permit limits in phosphorous, temperature as well as heavy metal changes. The final facility plan included substantial public involvement and a preferred alternative under development for conversion to class A wastewater and 100% summer time reuse through regional irrigation facilities.

**Water Utility Management**, Nampa, Idaho
As Public Works Director, Michael was directly responsible of the funding, operation, and maintenance of the City of Nampa Water Utility. The City of Nampa water system provided water to 100,000 population, commercial and industrial customers. Under Michael's leadership the water utility went from 3,500 gallons per minute (gpm) short of peak supply capacity to enough supply and water rights for the reasonable anticipated future need of 25 years into the future. The utility also implemented a systematic perpetual automated meter reading and meter replacement system. Michael implemented a utility wide asset management program increasing system reliability while stabilizing the budgeting process. Michael managed through several rate increases with limited public opposition through extensive public outreach and information. Once rates were stabilized the cost of service rate program established the justification and process for ongoing cost of living rate increases to ensure reliable funding well into the future.

* denotes projects completed with other firms
Dick Talley
PE, PMP
Contract Manager

Office Location:
Portland, OR

Years of Experience:
33

Registrations:
Professional Civil Engineer - ID, MT, OR, WA, WY
Project Management Professional - Project Management Institute

Experience by the Numbers
• 100+ wet infrastructure projects managed
• 75+% of projects are repeat clients
• 30+ year career
• $1.25B constructed value of projects managed
• $500M public water/wastewater systems
• $750M industrial treatment and production facilities

Over his career, Dick has experience with planning, design development, public bidding and procurement, construction phase services including oversight and management, alternate project delivery processes, engineering, and management for raw water supply, diversion and delivery projects, raw, finished and waste water pump stations, water and waste water treatment plants, storage, and collection/distribution system projects ranging in total project value from $300,000 to $750 million for cities and water districts over his career.

At Stantec, his responsibilities include overseeing project development from pre-design to construction, managing interdisciplinary engineering services throughout construction, QA/QC for submittals, and providing technical expertise. Dick brings a very unique style of collaboration and client service that he has learned over the past 30 years of delivering large scale industrial and municipal projects. Throughout his career, Dick has effectively led teams of PhD's, professional engineers, general contractors, specialty sub-consultants, owners, operators, maintenance professionals, regulatory specialists and vested stakeholders to produce successful projects. The key to his success has been his communicative skills and willingness to listen and respond in a clear and concise fashion. Dick prides himself on his ability to consistently deliver projects that meet all objectives for quality, schedule and budget both for his. The single most important measurement of his accomplishments is reflected in that over 75% of Dick’s projects have been for past clients who have asked that he join them on their project. This repeat endorsement attests to his performance.

Education
• BS/BSc, Civil Engineering, University of Wyoming

Relevant Experience
Program Management, Bureau of Environmental Services, City of Portland, Portland, Oregon
Dick is the contract manager for this program which includes the planning, design, and construction management for process and infrastructure improvements to expand the secondary treatment capacity at the Columbia Boulevard wastewater treatment facility (WWTF), and to make improvements to the Tryon Creek WWTF and
its related collection system. Total capital costs for upgrades exceed $500 million. Dick’s team of 10 staff are integrated with nearly 50 City staff. In addition to program support, Dick helped establish a program management office to support and train project managers for other CIP projects within the City of Portland.

City of Lake Oswego - Tigard Water Treatment Plant, LO-T Water Partnership, West Linn, Oregon
Dick served as the project manager during the construction, start-up and commissioning services for the $65M LO-T WTP. Dick’s primary responsibilities included managing interdisciplinary engineering services during construction including site inspections, submittal reviews, and response to information requests, startup training and operational support. This treatment plant is replacing an existing facility at the same location and requires extensive coordination to maintain existing treatment capacity during construction.

The project has spanned multi-year construction and was completed in the summer of 2017. Dick’s leadership and experience has guided discussions and built consensus amongst the Owner/Sponsor, Program Management Team, Design Engineer and a General Contractor with multiple specialty subcontractors. The project has required attention to detail due to the complexity of the process, the very tight site constraints and the ongoing operations of the existing treatment plant. To date, the project has experienced less than 1% cost increase during construction which attests to the quality and integrity of the design documents but also the professionalism of the entire project delivery team. The plant includes a new ballasted flocculation system, intermediate ozonation, high rate filtration, chlorine disinfection, and a new finished water pumping station and clearwell.

Water Treatment Plant, City of Grants Pass, Oregon
The City of Grants Pass selected Stantec to provide Owner Representative services to lead and augment the City's existing Public Works staff in developing a new 30 mgd water treatment plant. Services provided included assisting with the evaluation and selection of sites for the new plant, developing strategies regarding finished water quality goals and selection of the most appropriate water treatment technology, cost estimating and scheduling, baseline development, risk assessment, and assisting the City in determining the most appropriate project delivery method.

Dick’s role in this project started in 2013 and he has been a trusted confidant of the City since that time. As a result, Dick serves as the Principal-in-Charge and is responsible for attendance at City Council meetings, public meetings and will be the voice and face of the project and Stantec through its completion.

Tri-City Water Pollution Control Plant Process Infrastructure Projects, Water Environment Services, Oregon
From 2013 to 2016, Dick has managed multiple projects involving rehabilitation of existing wastewater infrastructure projects at the Tri-City Water Pollution Control Plant. The first project was a Lime Silo Addition project requiring design and bidding documents for the procurement and installation of a single process technology package. Another project involved replacing the existing screening solids handling unit with a new washer compactor project while a third project was a complete replacement of the plant blower system involving removal of the existing channel and CAS blowers with new while maintaining plant operations. The most recent project was the expansion of the plant’s solid handling facilities including a new digester, solids dewatering system and electrical system upgrades. As can be seen from this variety of projects, Dick has led traditional design-bid-build, Owner furnished equipment replacements, major process improvements and alternate project deliveries.
Jeffrey Schulz
PE
Technical Advisor - Program Development and Delivery

Office Location:
Broomfield, CO

Years of Experience:
34

Registrations:
Professional Engineer: CO

Jeff is Vice President of Stantec’s Programs and Business Solutions, Program Development and Delivery team. He is responsible for identifying and delivering new capital infrastructure programs, developing and sharing best practices in program management across Stantec programs, supporting program teams as Program Advisor and working on special program management initiatives. He has more than 33 years of experience in engineering consulting and management of civil and utility infrastructure programs. His experience spans project planning, management, design and construction in the water and transportation sectors throughout the United States.

Education
• Geographic Information Systems, University of Denver, Colorado
• BS, Civil Engineering, Montana State University, Bozeman, Montana

Relevant Experience
Delivery Support Manager, Southern Delivery System (SDS) Program, Colorado Springs Utilities, Colorado Springs, Colorado
This $1B capital infrastructure program provides new conveyance and treatment facilities for up to 50 mgd of water supply for the City of Colorado Springs and its regional customers.

As Delivery Support Manager working in an integrated team Program Management Office (PMO), Jeff worked in concert with Stantec’s Construction Manager and provided overall team leadership of a co-located integrated delivery team made up of approximately 60 Stantec and client staff. The program included construction management support for the $150M Design-Build delivery of a 50-mgd Advanced Water Purification Facility (Edward Bailey Water Treatment Plant) and the design-bid-build delivery of a 63-mile-long raw water pipeline and three 50-mgd capacity raw water pump stations.

Jeff led development and negotiations for a long-term Operations and Maintenance Intergovernmental Agreement (O&M IGA) for the cost-sharing of operating and maintenance (O&M) expenses amongst four municipal government project participants. As part of that effort, he facilitated workshops with Springs Utilities’ operations and maintenance personnel to determine O&M procedures, costs and data management processes in order to properly structure the O&M IGA.
He coordinated extensively with internal and external legal counsels for each of the member participants. Jeff’s additional program responsibilities included overseeing planning and execution of commissioning phase activities; assisting CM with contractor contract management; providing technical advisory support to team for construction related issues; providing strategic guidance to team members and support to client’s Program Director on all program issues including permitting, asset integration and outreach strategies. Upon award of final completion for the two prime contractors, the SDS Team achieved the remarkable outcome of being $160M under budget with zero claims.

Deputy Program Manager/Interim Program Manager,
Pure Water San Diego Program, City of San Diego
Public Utilities Department, San Diego, California

This $3B potable reuse program will help the City of San Diego meet regulatory requirements while diverting up to 83 mgd of wastewater from the Point Loma Wastewater Treatment Plant by 2035. Phase 1 of the Program will achieve production of 30 mgd of Pure Water by 2021 to serve San Diego’s water customers through implementation of advanced water treatment technologies. The program involves expansion of an existing water reclamation plant, new wastewater pump station and 10-mile-long force main, new advanced water treatment plant and finished water pump station and 9-mile-long finished water pipeline to deliver 30 mgd of Pure Water to Miramar Reservoir.

Jeff served as Deputy Program Manager for the Stantec Team where his responsibilities included the following: consultant team leadership; managing program controls team; leading day-to-day team activities on a variety of program tasks including management of design consultants; serve as technical advisor to team and City for commissioning, startup and testing planning; technical advisor for Phase 1 construction management approach; subconsultant management for a team of 40 subconsultant firms. Duties also include management of over 38 task orders under the program Master Services Agreement. Jeff also supports the City in coordination with the Metro TAC, a Joint Powers Authority (JPA) made up of 12 regional partners in the Pure Water Program.

Jeff is an experienced group facilitator and led multidisciplined workshops for the Pure Water Program that include: program startup workshops for risk management, quality management and value management. Jeff also led and facilitated a series of workshops for planning the City's programmatic approach to commissioning, startup and testing for Phase 1 facilities. In addition he provided technical advisory support for various program issues including operational readiness planning, cash flow projections, alternative power generation strategies, and design consultant procurement and management.

Program Advisor, Cincinnati MSD Consent Order Program - Phase I (Program Management of the Lower Mill Creek Partial Remedy); and Phase II (Capital Program Management and Controls), Metropolitan Sewer District of Greater Cincinnati, Cincinnati, Ohio

Jeff provided program advisory support to assist Stantec's co-located integrated program team in addressing strategic needs in planning for Phase 2 of the program's implementation. In addition, he is lead facilitator supporting development of program objectives, policies and guidelines to support implementation of Phase 2 of MSD’s consent order program. He is leading the team in evaluating program governance policy and procedures and with implementation of Stantec’s Project Delivery Model.
Nicole Ream
PMP
Technical Advisor - Program Start-Up

Office Location:
Denver, CO

Years of Experience:
23

Registrations:
Project Management Professional - Project Management Institute

Certifications:
Colorado State University Certificate, Construction Management

Nicole is a Vice President at Stantec with 23 years of experience leading and supporting efforts strategic communications, processes development and documentation, and program management. She has supported large program and project efforts across Stantec, both internally and externally. She is an expert in developing project, document and quality management strategies, and executing them successfully. Throughout her career, Nicole has focused on working with teams to understand needs, challenges and goals and then develop plans, processes and programs that provide consistency, clear communication of requirements and clarity of purpose. She leads teams working towards common goals efficiently and with schedule and budget constraints. Nicole also has specific skills in financial management, risk management, quality control, project administration and communication.

Education
• BS, Business, University of Colorado at Denver, Denver, Colorado

Relevant Experience
Willamette Water Supply Program (WSSP), Portland, Oregon
Nicole was the Start-Up Task Lead for the Willamette Water Treatment Plant start-up effort. The Willamette Water Supply Program (WWSP) is focused on utilizing and adding capacity to the existing river intake and raw water pump station that serves the Willamette River Water Treatment Plant (WRWTP), constructing a new water treatment plant and finished water pump station, and delivering water to program Partners through new water transmission pipelines and terminal reservoir storage. Once complete, this ambitious project will represent one of the largest wet infrastructure undertakings in the Pacific Northwest. For this effort, Nicole coordinated the overall development of the PMP. She developed the overall outline, requirements and was responsible for delivering on-time, within budget and meeting quality requirements.
San Jose - Santa Clara Regional Wastewater CIP Program, San Jose, California
Nicole was the Program Start-up Assistant Manager for the CIP Program’s start-up effort. The Program involves $1.4B in capital improvements to the regional wastewater treatment plant occurring over 10 years. Nicole developed and documented various program processes, templates and tools, as well as managed progress and reporting of program start-up activities. More specifically, Nicole was responsible for development of the Program Execution Plan (PEP). As part of the PEP development, she facilitated workshops, developed various PEP document templates and quality management tools to ensure consistency amongst the reference documents. The PEP is an electronic document with multiple links to different source and reference materials. It is central repository for implementation plans (e.g. the Quality Management Plan), standards, guidelines, standard operating procedures, checklist, forms, flow charts and the like. Nicole also assisted with development of the Project Delivery System (PDS) and developed the staff resource estimate for the 10-year program. Throughout these efforts, she maintained document control and quality for the start-up team.

Phase III CSO Update and Integrated Planning Implementation, Providence, Rhode Island
Nicole led the Narragansett Bay Commission start-up effort. She managed task leads, processes, and outlines, and the overall develop of the PMP Development. The Stantec Team is charged with updating the Phase III plan and incorporate the latest elements of Integrating Planning in the new approach with a total construction value of $700M–$800M. Under the proposed program, NBC will achieve four overflows per year for the typical year with the construction of the Pawtucket Tunnel and Dewatering Pump Station as the backbone of the program. The proposed tunnel is a 2.5-mile, 22-foot diameter tunnel and pump station. Other elements include approximately 5 miles of interceptors, targeted sewer separation and selective GSI measures to reduce overall system-wide runoff.
Rachel McGinn
Deputy Contract Manager

Office Location:
Portland, OR

Years of Experience:
22

Rachel has 22 years of experience in contract administration supporting project management, project controls, cost and finance in the engineering, construction management, and environmental industries. She currently assists with program and construction management on the City of Portland’s Bureau of Environmental Services program and Willamette Water Supply Program.

Rachel collaborates in all aspects of contract management, financial, accounting, and project administration. Additionally, she executes and manages contracts (including contract negotiation), performs financial analysis, builds and prepares financial reports, oversees project data processing, and works with teams to identify efficiency opportunities and maximize use of resources on all accounts. Rachel reviews accounting reports for accuracy, validity, and compliance with company and/or client procedures, accounting standards, and relevant laws and regulations. Rachel will utilize the depth of experience, leadership, and professional skills in communication and organization to assist the contract manager.

Education
• Bachelor of Arts, University of Washington, Seattle, Washington

Relevant Experience
Program Management, Bureau of Environmental Services, City of Portland, Portland, Oregon
Rachel is the deputy contract manager for this program which includes the planning, design, and construction management for process and infrastructure improvements to expand the secondary treatment capacity at the Columbia Boulevard wastewater treatment facility (WWTF), and to make improvements to the Tyron Creek WWTF and its related collection system. Total capital costs for upgrades exceed $500 million.
Willamette Water Supply Program, Portland Metro area, Oregon
The Willamette Water Supply Program (WWSP) is focused on utilizing and adding capacity to the existing river intake and raw water pump station that serves the Willamette River Water Treatment Plant (WRWTP), constructing a new water treatment plant and finished water pump station, and delivering water to program Partners through new water transmission pipelines and terminal reservoir storage.

Confidential Client (Water Treatment and Recovery), Hillsboro, Oregon
Stantec contracted with a multi-national confidential client to sustainably manage their significant industrial wastewater stream. This project is currently under construction. Rachel serves alongside the project manager ensuring contract management, spending and budget tracking, and client support.

City of Redmond Water Pollution Control Facility, Facility Plan, Redmond, Oregon
Redmond engaged Stantec to prepare a facility plan that assessed the overall plant capacity, determined future service area needs, evaluated alternatives to address capacity limitations, recommended capital improvements, and developed estimated costs to serve as the basis of future planning, budgeting, and establishing service charges. Rachel serves with the project manager providing all administrative aspects of the execution and delivery of the comprehensive facility plan and project deliverables.

North Atlantic Treaty Organization (NATO), Multiple Projects, Brussels, Belgium*
Rachel was responsible for leadership and management involving complex systems across multiple project phases to deploy research, development and operational capabilities in support of Alliance missions. Ensuring synchronization and integration of disciplines that needed to be assigned and financial resources made available, Rachel also led programming, scheduling, and budgeting processes and delivered final project success to multi-national stakeholders.

U.S. Army, Multiple Projects, Vicenza, Italy *
Rachel managed projects from the study phase through construction completion phase. The follow-on activities included oversight and inspection to operate and maintain the installations. Integrating planning and design efforts from charrette through design acceptance, Rachel also led integrated project delivery teams to ensure schedule, resources, and knowledge management and maintained overall program execution.

U.S. Department of Defense, Disaster & Humanitarian Response Projects, Multiple Countries, Africa and Italy*
Rachel supported project initiation and planning for command and control, logistics support, and engineering support to deliver common operating picture and humanitarian response capabilities. The projects also included development of policy and planning for response and assistance operations. Project management support also included data sharing and collaboration on SECRET internet protocol router network (SIPRNET) and commercial online tools to standardize across participating agencies and United Nations (UN) and non-governmental agency clients.

* denotes projects completed with other firms
Eric Battle

Project Controls

Office Location:
Portland, OR

Years of Experience:
27

Eric has 19 years of experience in program/project management, project controls, consulting, business process analysis, and training with a diverse project management background. He possesses strong communication, team-development, and client relationship-building skills and has extensive experience implementing and integrating project management software systems. He has provided Primavera and other customized training for such clients as The Boeing Company, Intel, Chelan County PUD, Hollywood Entertainment, Menlo Worldwide, Battelle PNNL for the U.S. Department of Energy, AT&T Mobility, Sound Transit, and Washington State Ferries.

Education
• Bachelor of Arts, University of Washington

Relevant Experience
Program Management, Bureau of Environmental Services, City of Portland, Portland, Oregon
Eric is the program controls manager for this program which includes the planning, design, and construction management for process and infrastructure improvements to expand the secondary treatment capacity at the Columbia Boulevard wastewater treatment facility (WWTF), and to make improvements to the Tyron Creek WWTF and its related collection system. Total capital costs for upgrades exceed $500 million.

San José-Santa Clara Regional Wastewater Facility Capital Improvement Plan (CIP) Program, San Jose, California
10 year 1.4 billion dollar CIP program. Served as the lead Implementation Consultant for the CIP program. Created the standard for how projects would be performed and measured. Participated in our “validation” process; a process that paired their 220 CIP projects down to 33, for their management in P6. Implementation also included design configuration and implementation of Oracle Primavera P6 in a hosted environment. Also, created initial projects in system, and the maintained them, including interviews and updates with all PM’s. Served as lead for maintenance and governance role, including baseline management, cost, risk, change and monthly update processes. Serve as cost lead for design and input of cost from the cities financial management system into P6, for monthly updating and reporting.
San Diego Pure H2O Program, San Diego, California
Lead Implementation Consultant for the Pure H2O program. Implementation included design configuration and implementation of Oracle Primavera P6 in a hosted environment, as well as creating and documenting the project controls plan for the program. Incorporated initial scope of projects in system, and the maintenance of them. Maintenance including baseline management, cost, risk, change and monthly update processes. Created data structures, codes, profiles, etc.

City of Indianapolis Public Works, Indianapolis, Indiana
Created and maintained master schedule for Consent Decree of their Septic Tank Elimination Program, as well as build of pipelines, pump stations, and treatment plants throughout the expanded city limit of Indianapolis. Incorporated schedules for the Sanitary Sewer Rehabilitating effort to better manage combined sewer overflows, within master schedule. Program was $3.2B over the next 5 years.

Program Controls Mobilization, CERP Program, Christchurch, New Zealand
Served on Mobilization team for standing up Program Controls for program. Created master schedule for client in efforts to schedule and plan 1700 – 2400 claims as a result of 7.1 magnitude earthquake in September 2010. Created various templates for program to standardize and prioritize working through claims. Claims ranging from commercial rebuilds, and repairs to domestic rebuilds and repairs as well as non-EQC repairs.

Sr. Project Controls Consultant, Program & Business Solutions, Stantec, Bellevue, Washington
Provides Primavera Implementation, Integration support, and training for multiple clients throughout the country. Responsibilities include installation and configuration of Oracle Primavera P6 suite of products on client servers such as Oracle, SQL, and client machines. Coordinates highly complex projects using Project Management common techniques with multiple software tools. Created Critical Path Methodology schedules in Oracle Primavera P6 and other tools in the suite of tools. Created and maintained resource loaded schedules for multiple projects and developed processes and procedures for schedule updating and reporting. Designated as an Authorized Primavera Instructor by having attended and completed Primavera's formal training and mentoring sessions of multiple Primavera Project Management tools. Conducted various Primavera Authorized training courses to client throughout the world. Scheduled and coordinated multiple client development sessions on Project Management principals and technologies. Created earned value management database structures to compliment the current cost management environment for multiple clients. Lead consultant on Oracle Primavera Implementation that allowed over 300 concurrent users to access a common database and schedule projects accordingly. Served as focal and or lead for several Primavera Software integrations; including Primavera data integration with Business Objects Reporting and Primavera to SAP PS.
Portia Rankin

Deputy Contract Manager

Office Location:
Portland, OR

Years of Experience:
10

Portia has 10 years’ experience in contract administration supporting project management, project controls, cost and finance in the engineering, construction management, and manufacturing industries. She currently assists with program and construction managers on the City of Portland’s Bureau of Environmental Services program and Willamette Water Supply Program while with Stantec. Portia has collaborated in all aspects of contract management, financial, accounting, and project administration. Additionally, she implements contracts and contract changes, conducts contract negotiations, analyzes financial information, prepares financial information, and determined the most effective means of handling accounting transactions. Portia reviews accounting documents for accuracy, clarity, and compliance with company and/or client procedures, accounting standards, and relevant laws and regulations. Portia will bring her knowledge, strong communicational and organizational skills to assist the Contract Manager.

Education

- Bachelor of Arts, University of North Carolina at Charlotte, Charlotte, North Carolina

Relevant Experience

Program Management, Bureau of Environmental Services, City of Portland, Portland, Oregon

Portia is the deputy contract manager for this program which includes the planning, design, and construction management for process and infrastructure improvements to expand the secondary treatment capacity at the Columbia Boulevard wastewater treatment facility (WWTF), and to make improvements to the Tyron Creek WWTF and its related collection system. Total capital costs for upgrades exceed $500 million.
**Willamette Water Supply Program, Portland Metro area, Oregon**
The Willamette Water Supply Program (WWSP) is focused on utilizing and adding capacity to the existing river intake and raw water pump station that serves the Willamette River Water Treatment Plant (WRWTP), constructing a new water treatment plant and finished water pump station, and delivering water to program Partners through new water transmission pipelines and terminal reservoir storage.

**City of Lake Oswego - Tigard Water Treatment Plant, LO-T Water Partnership, West Linn, Oregon**
Portia served as the project manager's assistant during the construction, start-up and commissioning services for the $65M LO-T WTP. Portia's responsibilities included assisting Dick Talley with managing interdisciplinary engineering services during construction including site inspections, submittal reviews, and response to information requests, startup training and operational support. This treatment plant is replacing an existing facility at the same location and requires extensive coordination to maintain existing treatment capacity during construction.

**Confidential client (Water Treatment and Recovery), Hillsboro, Oregon**
Stantec contracted with a multi-national Confidential Client who generates a significant industrial wastewater stream. This project is currently under construction. Portia served as project management assistant working with the project manager with contract management including spending and budget tracking, and client support.

**City of Beaverton South Cooper Mountain – Project Controls/Accounting**
Portia served as project management assistant working with the project manager on contract management and management of financial information. The project involved water quality modeling scenarios to develop help determine chemical dosing impacts after native groundwater is blended with treated surface water for initial and projected future conditions.

**City of Redmond Water Pollution Control Facility, Facility Plan, Redmond, Oregon**
Redmond engaged Stantec to prepare a facility plan that assessed the overall plant capacity, determined future service area needs, evaluated alternatives to address capacity limitations, recommended capital improvements, and developed estimated costs to serve as the basis of future planning, budgeting, and establishing service charges. Portia served as project management assistant working with the project manager on contract management and management of financial information.
Heather Stephens, PE, is a Senior Wastewater Leader in Stantec's Portland, Oregon office. She has 25 years of experience in the planning and design of wastewater conveyance and treatment systems serving public utilities throughout the western United States. With a focus on municipal clients Heather has completed dozens of projects involving the design of wastewater facilities, wastewater treatment process engineering, wastewater system master planning, pipeline design, and asset management. She has a strong background in nutrient removal and resource recover in wastewater treatment systems, and brings a big picture vision to successfully handle complex projects for her clients.

Her work includes projects ranging in size from $200,000-$8 million for the City of Portland, Clean Water Services, City of Tacoma Department of Public Works, King County, Eastern Municipal Water District, City of Vancouver, City of Santa Rosa and City and County of Honolulu.

**Education**

- MS, Civil Engineering, University of Washington, Seattle, Washington
- BS, Civil Engineering, Harvey Mudd College, Claremont, California

**Relevant Experience**

**Program Management, Bureau of Environmental Services, City of Portland, Portland, Oregon**

Heather is leading the development of Bureau-wide engineering guidelines for all technical disciplines, building information modeling, and quality assurance/quality control reviews by Bureau staff and Program Management Team members. The guidelines are initially being developed to support the $350 million expansion of the Columbia Boulevard wastewater treatment facility (WWTF), but will be expanded to apply to all Bureau treatment and pumping facilities. The guidelines cover all aspects of design delivery including visitor health and safety, technical disciplines, Division 0 and 1 specifications, facility and asset naming conventions, and BIM execution.
Large-Scale Sewer Rehabilitation On-Call *, Portland, Oregon
Heather led the team providing on-call services to the City of Portland to assist in implementation of both small-diameter and large-diameter sewer rehabilitation projects. As Contract Manager, she participated on a project delivery team with the City and consultant staff, advising the City regarding program implementation, evaluating and developing implementation guidelines for new technologies, and assuring consistent delivery of rehabilitation projects across the Bureau. She also led design teams providing predesign, design, bidding, and construction support for rehabilitation and replacement of sewers ranging from 8-inch to 36-inch diameter. Heather led three projects ranging from $3M to $8M in construction value.

Wastewater Treatment On-Call*, City of Portland, Portland, Oregon
Heather served as Contract Manager for the Wastewater Treatment On-call contract with the City of Portland Bureau of Environmental Services. Her role was to provide support for scoping, negotiation, and completion of all task orders. Task orders included HVAC improvements at the CBWTP Effluent Pump Station, and design of a new Fats, Oils, and Grease (FOG) and food waste receiving station.

2018 Facility Plan – Metro Wastewater Reclamation District, Denver, Colorado (QC Lead)
Heather provided QC review of the final facility plan. The planning effort included preliminary, primary, secondary (BNR- Limits – TP < 0.1 mg/L and TN <2.0 mg/L), and tertiary treatment facilities, as well as solids handling facilities with thickening, conveyance, storage, digestion, sidestream treatment, and dewatering.

City of Redmond WPCF Capacity Analysis and Wastewater Facility Plan, Redmond, OR
Heather served as project manager for the development of a facility plan that assessed the overall plant capacity, determined future service area needs, evaluated alternatives to address capacity limitations, recommended capital improvements, and developed estimated costs to serve as the basis of future planning, budgeting, and establishing service charges. In addition to the secondary treatment expansion, the facility plan uncovered the need to expand the solids treatment system and upgrade the existing disinfection process.

City of Everett Water Pollution Control Facility Wastewater Facilities Plan, Everett, WA
Heather served as project manager for development of all aspects of the comprehensive facility plan, including preparing flow and loading projections, evaluating likely future regulatory scenarios, assessing the existing facility condition, and preparing a biological process model to determine the existing system capacity. The team will work with City staff to develop and evaluate alternatives for plant improvements that address critical near-term needs while providing a flexible long-term implementation plan that can be adjusted to meet future permit requirements and growth needs.

* denotes projects completed with other firms
Adam Odell is a registered professional engineer who has worked on water, wastewater, pump station, and civil engineering projects; he has focused on civil engineering, mechanical engineering, hydraulics, hydraulic modeling and process engineering. He holds degrees in mathematics and environmental engineering and has over 14 years of engineering experience all in the Portland office. His recent work includes condition assessments and upgrades for Water Environment Service's Willamette Pump Station, rehabilitation evaluation and design of the Tri-City WPCP process and air scour blowers, field and civil engineering for Portland Water Bureau's new Kelly Butte Reservoir, and was lead civil engineer for the Lake Oswego-Tigard Water Treatment Plant.

**Education**
- BS Environmental Engineering, Oregon State University, Corvallis, Oregon
- BS Mathematic, Linfield College, McMinnville, Oregon

**Relevant Experience**

**Engineering Standards Consulting, City of Portland, Bureau of Environmental Services, Portland, Oregon**
Adam is currently helping Portland BES develop engineering standards and leading BES in development of BIM (3D CAD Modeling with data) implementation guidelines. The city wishes to execute and standardize on a BIM platform for all future projects, as well as developing a system which integrated into their asset management program.

**Willamette River Water Supply Project – Terminal Reservoir Conceptual Design, Beaverton, Oregon**
As site civil engineer Adam provided alternatives analysis and conceptual design for achieving a total storage capacity of 30 MG for the Terminal Reservoir. Project included stormwater analysis using TRUST (Tualatin River Urban Stormwater Tool), grading, overflow design capacities, and yard piping.
Tri-City WRRF – Phase II Solids Handling Improvement Project
Oregon City, Oregon
Adam was the lead engineer on this project that included the expansion and refurbishment for all solids handling facilities at the WRRF. Facilities considered include new anaerobic stabilization, dewatering facilities including cake storage and load-out, electrical upgrades, sludge blend tanks, liquid sludge storage, biogas utilization and septage receiving.

Lake Oswego-Tigard Water Treatment Plant Expansion, City of Lake Oswego, City of Lake Oswego, Oregon
Adam was the lead civil engineer, lead hydraulic modeler for all of the process and overflow piping (including air the air gap) and mechanical designer for the utility water loop for the 38-mgd water treatment plant located in West Linn Oregon.

Tri-City WRRF – Phase I, Liquids Expansion, Oregon City, Oregon
Adam served as a project engineer, designer and resident engineer throughout the entire lifecycle of the Tri-City WPCP Phase I Expansion delivered using CM/GC. Design duties included the hydraulic modeling and development of the hydraulic profile, designs of effluent drop boxes, and utility water design. Adam performed the analysis for the flow control valves, lime feed system, and plumbing design. He also served as project engineer for a 15% pre-design intended to develop accurate cost data that was to be presented to the public. Adam developed the planning criteria, unit process technical memos, and assisted in the development of site layouts and design of unit process equipment. His responsibilities included developing/designing the headworks and liquids processes as well as developing certain solids handling processes.

Integrated Wastewater Treatment Plan, Confidential Client, OR, AZ, Ireland, and Israel
Adam is a site integrator and conveyance lead for a large, confidential client’s Integrated Wastewater Treatment Plant. He is responsible for integrating wastewater treatment into their four fabrication facilities which includes site civil, grading, and yard piping.

Astoria Wastewater Treatment Plant, Astoria, City of Astoria, Oregon
As project engineer Adam assisted writing the facility plan and technical memoranda for the City of Astoria Wastewater Treatment Plan. Other duties included the hydraulic modeling of the wastewater treatment plant, lagoon sludge sampling, lagoon process modeling, disinfection, and dechlorination workshops.

Clean Water Services –Secondary Clarifier Rehabilitation
Adam provided Contract Documents for the inspection and coating of the secondary clarifier mechanisms (two sets) at the Hillsboro and Forest Grove treatment facilities. Adam provided the full suite of services including providing the Protective Coating specification, supervising the contractor during blasting and coating, and testing to ensure uniform and full coverage of coatings. Testing methods included Dry Film Thickness (DFT) and holiday testing.
Office Location: Boise, ID

Years of Experience: 19

Registrations:
Professional Engineer - AZ, CO, ID, MT, NV

Memberships:
• American Society of Civil Engineers (ASCE)
  Associate

Jason has extensive experience in design and construction management of water and wastewater facilities for municipal, governmental, and mining. His background includes experience in major project design, including utility management, hydraulic modeling, access roads and roadway design, preparation of preliminary and final design reports, permitting, and construction management. Jason's experience with facilities includes water and wastewater treatment works, mines, irrigation systems, pipelines, pumping stations, and reservoirs. Currently he serves as the civil lead on several multidisciplinary projects utilizing his expertise in design and construction of large water and wastewater facilities.

Education
• MS/MSc, Environment Engineering, Idaho State University
• BS/BSc, Engineering, Idaho State University

Relevant Experience
Southern Delivery System Program Management, Colorado Springs Utilities – CAD Standards Development
Jason was responsible for developing the CAD standards and file management structure to be used for the various engineering consultants during the design phase of this $800M project. This program required many phased projects requiring nearly a dozen engineering consulting firms. Mr. Hurless led the team to document the standards and procedures required to standardize the information included in the project drawings and to organize the CAD files into the program’s file management structure. This information included detailing the type of drawing sheets to be utilized, sheet order, location of drawing information, development of the line and text styles, development of standard notes and standard details and documenting this information into the CAD Guideline Document.

Primary Digester No. 5, City of Nampa Public Works, Nampa, Idaho
Jason served as the Lead Civil Engineer for the Primary Digester No. 5 project. This project included the design and construction of a new 900,000 gallon floating-lid primary digester located at the City of Nampa’s wastewater treatment plant. Primary responsibilities
Advanced Wastewater Treatment Membrane and Ozone Implementation Facility, Clark County Water Reclamation District, Las Vegas, NV
Primary responsibilities included being the lead civil engineer for the development of the M&O facilities located at the CCWRD Advanced Wastewater Treatment facility. Duties included the development of the site plans, including the facility layouts, access roads, yard piping, grading and drainage design, and the development of this information in the project plans and specifications. Design of yard piping included pipe material selection, design of pipe vertical and horizontal alignments, calculating pipeline thickness and buoyancy constraints, developing connection and containment details. Site grading and drainage design included updates to the site topography, access road grading, design of storm water conveyance systems, including pipelines, box culverts, headwalls, and riprap outlet works and coordinating various permitting submittals. Horizontal control design included locating the various facilities in order to facilitate operations and maintenance access and limit existing site and utility conflicts. Other miscellaneous tasks included the development of the site demolition drawings, design of the concrete chemical loading/containment areas, coordinating site plan layouts with electrical duct banks and equipment, and coordinating site constraints with nearby construction and demolition projects.

Primary Digester No. 4, City of Nampa Public Works, Nampa, Idaho
Jason served as the Project Technical Lead and Lead Civil Engineer for the Primary Digester No. 4 project. This project included the design and construction of a new 900,000 gallon floating-lid primary digester located at the City of Nampa's wastewater treatment plant. Primary responsibilities included the development of the project's CAD and BIM standards, coordinating the various design disciplines, development of the civil site plans, facility layouts, access roads, grading and drainage features, yard piping and utility corridors and incorporating this information into the project plans and specifications. This information was coordinated with the future expansion projects. Construction administration duties included numerous site visits to confirm that construction was following the contractual requirements, review of submittals and RFIs, attending weekly coordination meetings, updates of designs as required by the Owner and the contractor, and assistance with the construction closeout including facility startup and the development civil punch list.
Bill Hawkins
PE, LEED AP
Construction Management

Bill has 33 years of experience providing project and construction management for water and wastewater treatment, and other public infrastructure projects. His experience includes project management, design management, construction management, value engineering, constructability and design review, risk review and claims support. He has extensive experience in CM/GC delivery as well as Design-Bid-Build and Design-Build employing both lump sum and reimbursable payment approaches. He has extensive experience in development of construction management best practices, tools, & procedures.

Education
• BS, Construction Management, Oregon State University, Portland, Oregon

Relevant Experience
Program Construction Manager, Columbia Boulevard Treatment Plant Program, Bureau of Environmental Services, City of Portland, Portland, Oregon
Bill is responsible for leading the construction management services team from pre-design through startup for 13 separate projects totaling nearly $400 million in CM/GC wastewater system infrastructure improvements and upgrades at the Columbia Boulevard Wastewater Treatment Plant from 2018 through 2025.

Senior Construction Consultant, Willamette Water Supply Program, Portland Metro area, Oregon
The Willamette Water Supply Program (WWSP) is focused on utilizing and adding capacity to the existing river intake and raw water pump station that serves the Willamette River Water Treatment Plant (WRWTP), constructing a new water treatment plant and finished water pump station, and delivering water to program Partners through new water transmission pipelines and terminal reservoir storage. Bill provides input on project contracting approaches, risk identification and management, claim evaluation support, constructability review, and contract and scope definition services for multiple design-bid-build and CM/GC projects included in the $1.2B regional water delivery treatment and storage program.
Claims Specialist, Murray CSO Control Project, King County, Washington
Bill provided contractor claim evaluation for multiple claims arising during execution of the contractor’s work.

Value Engineering Lead, Louisville MSD CSO Abatement Program, Louisville, Kentucky
Bill led the VE team studying the early designs for several basins associated with existing outfalls, recommending proposals showing cost savings of several million dollars while at the same time, offering functional improvements to the system.

Interim Design and Construction Management Lead, Inner Doha Resewerage Implementation Strategy Program, Doha, State of Qatar
Bill was the Interim Design and Construction Management Lead of this Program, which involved construction of 42 miles of lateral interceptor micro-tunnel sewers, 28 miles of main trunk sewer tunnels, a 213-ft deep 300 mgd influent pump station, a 135 mgd sewer treatment plant, 43 miles of recycled water distribution mains and decommissioning of 30 existing sewer pump stations. In addition, it included nine separate construction packages over a nine year construction schedule, each with separate construction contracts and supervisory consultants all under the program.

Program Contracting and Quality Control Manager, Senior Construction Consultant, Spokane Riverside Park Water Reclamation Facility and Combined Sewer Overflow Control Program, Spokane, Washington
As Program Contracting/Quality Control Manager and Senior Construction Consultant, Bill was part of the Program, which involved construction of distributed combined sewer overflow storage facilities and plant work, including new headworks, solids handling, and other facility updates to the city’s existing 150 mgd wastewater system. All projects are being delivered using the design-bid-build delivery method.

Senior Construction Management Consultant, City of Omaha Combined Sewer Overflow Control Program, Omaha, Nebraska
Bill assisted the program management team during the preconstruction phase with construction project delivery and construction management approach analysis. This $2 billion program consisted of 108 separate projects, including multiple small sewer separation projects, upgrades to two separate treatment plants, new pump stations and upgrades to existing, and a 4.7 mile long deep tunnel. Most projects are being delivered under the traditional design-bid-build method, with the tunnel to be delivered as design-build.

CM/GC Delivery Consultant, Bull Run Dam 2 Water Intake Tower Modifications, Bull Run Watershed, Clackamas County, Oregon
Bill provided CM/GC delivery method support to the construction contractor during the design phase of the construction manager-general contractor (CM/GC) delivery of modifications to the City of Portland’s water supply system intake structures.

Design Phase Construction Management Consultant, Bull Run Water Supply System Ultraviolet (UV) Treatment System, Portland Water Bureau, Clackamas County, Oregon
Bill provided construction expertise on behalf of the City of Portland during the design phase of the Bull Run UV treatment enhancement to their water supply system including providing construction expertise during the Buildability, Constructability, Operability and Environmental (BCOE) review of this remote high mountain facility.
Nickolas Smith  
PE, PMP  
Risk Management and Construction Support

Nick is a civil and environmental engineer with 21 years of experience ranging from designing and managing wastewater treatment systems, master planning, capital program projects and construction management services (CMS). As a certified Project Management Professional with an engineering and financial education background, Nick knows which project management practices work and what pitfalls to avoid. He has become a regional wastewater process lead and excels at coordinating various wastewater engineering disciplines to provide a well thought out and coordinated design. As a project management and commercial leader within Stantec, Nick’s role includes identifying and mitigating project risks, managing and training project managers and tapping into our robust staff resources to make sure the right people are on the right projects. Nick has been a Boise resident for over 15 year and cares deeply about the community in which his family is being raised.

Education
• BS/BSc, Environmental Engineering, Oregon State University, Corvallis, Oregon  
• BS, Finance, University of Oregon, Eugene, Oregon

Relevant Experience
Headworks Projects at San Jose-Santa Clara Regional Wastewater Facility (RWF) Program, San Jose, California
Nick was a key project manager under this large $1.4B RWF Capital Improvements Program (CIP) coordinating and managing three separate but related headworks projects (New Headworks, Headworks Improvements, and Headworks Critical Improvements). The largest project was the New Headworks Project replace the old deteriorated duty headworks. The construction costs for the largest project was estimated over $100M. Challenges with these projects included determining and projecting future peak flows (up to 450 mgd), avoiding surcharges in collection system, maintaining operations of the existing facilities during construction, coordinating sub-consultants and providing defensible and documented decision making for the various program prescribed delivery ‘stage gates’. Additional experience included co-locating with owner, coordinating...
with city council and departments, involvement with tributary agencies, and collaborating with RWF operations. The projects were maintained within the project delivery model framework implemented throughout the CIP. Nick was also instrumental in evaluating and recommending project delivery alternatives where it was determined several of the projects were to use progressive design-build delivery.

**Hermiston Regional Water System (RWS) Management, Hermiston, Oregon**

Nick is the project manager for the RWS which is a vital regional economic resources that uses existing water rights to access Columbia River water from above McNary Dam through a network of pumping and conveyance systems for non-potable uses including power generation cooling, data center cooling, food processing, agricultural, and municipal surface water treatment purposes. Under Nick's care, Stantec has recently completed a facility plan to establish a more vigorous CIP program to reduce risks of system failures, establish and negotiate water rates responsibly and increase longevity of the system. In addition, Nick has managed design and CMS efforts for numerous system improvements including new user evaluations, pump stations, controls, metering, pipeline, 'proving-up' water rights and coordination with industrial users.

**Nampa WWTP Primary Digester No. 5 (PD5) Final Design, Nampa, Idaho**

Nick was the project manager for the January 2020 design completion of the fifth primary digester (and related facilities) at the WWTP. The design was recently awarded for construction and Stantec is involved in the CMS oversight.

**Nampa WWTP Primary Digester No. 4 (PD4) Final Design, Nampa, ID (Project Manager)**

Nick was the project manager for the design and construction management of the fourth primary digester commissioned in 2019. The digester project included design of a new 900,000-gallon pump mixed concrete anaerobic digester. The digester is the fourth digester in a series of digester improvements at the WWTP that began from Stantec's 2007 Preliminary Design Report. The project also includes an expanded pump mixing system, struvite mitigation review, digester gas compressor modifications, yard piping and bidding services.

**Nampa WWTP Primary Digester No. 3 Project, Nampa, ID (Project Manager)**

Nick was the project manager for the design and services during construction of a new primary digester (PD3), emergency diesel fueled backup generator system, two pump stations a new digester control building, new boilers in a biogas fired boiler room, new MCC and miscellaneous site work and yard piping. This project had a high degree of complexity due to the coordination with the significant improvements within operating facility which required well-coordinated shutdown, tie-in and switch over efforts.

**Nampa WWTP 2009 Facilities Plan (Engineer/Project Manager)**

Nick was involved in the preparation of the 2009 Draft Nampa WWTP Facilities Plan and was the project manager and for the 2011 revision and finalization of the facilities plan. The plan included evaluations of planning alternatives including reuse, tertiary treatment, solids handling, and phosphorus removal.
Jay Zantos
PE
Construction Services

Office Location:
Boise, ID

Years of Experience:
7

Registrations:
Professional Engineer: ID (Pending approval)

Jay has 7 years experience as a project engineer, in October 2019 Jay passed his professional engineering exam for Civil Engineering with a Water Resources emphasis, and he is awaiting Board approval of his license application. Jay is versatile and has experience working on a wastewater treatment plants, wastewater pump stations, water distribution and transmission pipelines and some oil and gas pipelines, has great enthusiasm to construction services.

General Experience:
• technical writing
• site investigations
• construction management
• hydraulic systems modeling
• equipment sizing, including pumps, control valves, and surge mitigation
• lock-out tag-out procedure drafting
• CAD drafting

Education
• B.S. Environmental Engineering, Oregon State University, Corvallis, Oregon

Relevant Experience
PD4 - Evaluation & Re-scoping, City of Nampa, Idaho, United States
Jay was the project engineer on the project and performed CAD design using Microstation, reviewed and responded to contractor submittals and RFIs. He also performed onsite construction support and photo documentation. Jay was responsible for communicating construction progress weekly and archived all documents regarding submittals, RFIs, change orders, inspections, tests, reports, meeting notes, deficiencies, and pictures. At the end of the project Jay updated and compiled record drawings after construction and finalized project punch list.
Nampa PGD PD5, Nampa, Idaho
Jay was the project engineer on the project and performed CAD design using Microstation, reviewed and responded to contractor submittals and RFIs. He also performed onsite construction support, photo documentation, design support, construction document review and control using Procore construction management software.

West Regional Lift Station Upgrade, Nampa, Idaho
Jay generated a hydraulic model to test various pumping and pipeline configurations. He gathered technical info, logistical info, and pump quotes from various pump manufacturers. Jay also drafted technical paper comparing pump options and performed construction management duties during installation of four (x4) 100HP pumps.

IBSD WW Treatment Options Eval., Idaho Falls, Idaho
As project engineer Jay was tasked with assisting the IBSD determine which of their future wastewater treatment options is preferable. He met with municipalities, regulatory agencies, and organizations associated with planning, zoning, and land use. Jay also drafted technical memo summarizing the three major future service options with respect to the financial (NPV), organizational, and technical engineering implications.

Hermiston RWS Facility Plan, Hermiston, Oregon
As project engineer on this project Jay performed comprehensive site walk, photographed all major components of system and recorded manufacturer, model, install date, etc. He led facility plan drafting team by summarizing system functionality, identifying risks, discussing system operation with City staff, and generated/prioritized projects list to mitigate risk.

Pipeline Surge Event Analysis and Mitigation*, Various, California
As a surge analysis engineer Jay modeled cross-country pipelines (8-inch to 32-inch) in Stoner Pipeline Simulator and then simulated inadvertent valve closures and pump failures. Used over-pressure data to design mitigating infrastructure and control systems. Specified relief valves, bladder vessels, valve closing speeds, pump discharge pressures, and pump shutdown pressures.

Integrity Hydro-Testing for Kinder Morgan*, Carson, California
As isolation and LO/TO Engineer Jay was responsible for field walking the Kinder Morgan tank farm in Carson in order to develop isolation plans for underground piping. Underground piping was then isolated, locked and tagged out, and then pressure tested for 8 hours to insure the pipe network’s integrity.

High-Pressure Water Injection Feasibility Study*, Huntington Beach, California
Developed hydraulic model of existing water injection system in the Huntington Beach production facility. Modeled hypothetical parallel high-pressure water injection system including additional well penetrations and full 2,200 psi pump station.

* denotes projects completed with other firms
Pam McEwan has worked in the administrative field for over thirty years, thirteen of those with Stantec. Ms. McEwan's broad range of experience includes administration, management, and project management support. Ms. McEwan is experienced in the timely, accurate and efficient preparation and management of documents and possesses excellent organizational and communication skills. She has experience with various programs including Microsoft Word, Excel, PowerPoint, SharePoint, Project, as well as Adobe and Oracle.

Relevant Experience

AFRD2 - Multiple Task Orders, American Falls Reservoir District No. 2, Idaho
City of Caldwell, Multiple Projects, City of Caldwell, Idaho
Hermiston Regional Water System, Multiple Projects, City of Hermiston, Oregon
Grants Groundwater Reclamation Project Expansion, Multiple Tasks, Grants Mining Company, New Mexico
Caldwell Wastewater Treatment Plant, Multiple Projects, City of Caldwell, Idaho
Kinross Mining, Multiple Projects, Kinross Gold USA, Inc., Canada
Lake Powell Pipeline, Multiple Tasks, Multiple Agencies, Utah
City of Nampa, Multiple Projects, City of Nampa, Idaho
City of Pocatello, Multiple Projects, City of Pocatello, Idaho
Puget Sound Energy, Multiple Projects, Puget Sound Energy, Washington
San Marcos Fish Hatchery, Multiple Projects, Merrick & Co, New Mexico
Smokey Canyon I&C Design, Multiple Phases, RSCI, Idaho
U.S. Fish & Wildlife Service, Multiple Projects, U.S. Fish & Wildlife Service, Multiple States
References

NAME: Muriel Guissaz-Teufel
COMPANY/AGENCY: City of Portland Bureau of Environmental Services
PHONE: (503) 823-2498
EMAIL: muriel.gueissaz-teufel@portlandorgeon.gov
PROJECT TITLE: City of Portland, Bureau of Environmental Services, Program Management
ROLE ON PROJECT: Engineering Supervisor, Secondary Treatment Expansion (STEP) Program Manager

NAME: David Kraska
COMPANY/AGENCY: Tualatin Valley Water District
PHONE: (503) 941-4561
EMAIL: david.kraska@tvwd.org
PROJECT TITLE: Willamette Water Supply
ROLE ON PROJECT: Program Director

NAME: John Fredell
COMPANY/AGENCY: N/A (Retired, was Colorado Springs Utilities)
PHONE: (719) 661-6042
EMAIL: johnfredell@gmail.com
PROJECT TITLE: Southern Delivery System (SDS) Program
ROLE ON PROJECT: SDS Program Director

NAME: Napp Fukuda
COMPANY/AGENCY: City of San Jose
PHONE: (408) 793-5353
EMAIL: napp.fukuda@sanjoseca.gov
PROJECT TITLE: Regional Wastewater Facility Capital Improvement Plan Program
ROLE ON PROJECT: Assistant Director, Environmental Department

NAME/TITLE: Andy Zimmerman, Superintendent, Wastewater Division
COMPANY/AGENCY: City of Nampa
PHONE: (208) 468-5843
EMAIL: zimmermana@cityofnampa.us
PROJECT TITLE: Nampa WWTP Primary Digesters No. 4 & 5 Design and Construction Projects
ROLE ON PROJECT: Assistant Superintendent
PROFESSIONAL SERVICES CONTRACT AGREEMENT
PURCHASING CONTRACT NUMBER RFP 20-237

Project: Program Management Support Services

Consultant: Stantec Consulting Services, Inc.

Owner: Public Works Department, City of Boise, Ada County, Idaho, a municipal corporation

THIS AGREEMENT, made this ___ day of ______, 2020, by and between the City of Boise, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City", and Stantec Consulting Services, Inc., hereinafter referred to as "Consultant", duly authorized to do business in the State of Idaho.

1. Scope of Services: Consultant shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

- Bid Proposal
- Contract Agreement
- Specifications
- Acknowledgement
- Liability Insurance
- Automobile Insurance
- Workers' Compensation
- Professional Liability Insurance (Errors & Omission)

2. Time of Performance: All work and products described in the Scope of Services shall be completed as stated in each Task Order. 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 of 1,000,000.00 occurrence and 2,000,000. Aggregate. 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 $1,000,000,000 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 $1,000,000 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 of 2,000,000.

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 as per task order, including approved reimbursable direct expenses. Change Orders may be issued, subject to Purchasing/Council approval.

7. Method of Payment: Consultant will invoice the Public Works, 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:

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

Stantec Consulting Services, Inc.
727 East Riverpark Lane, Suite 150
Boise, Idaho 83706

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner 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**: This agreement shall not be valid for more than one (1) year from the date of approval by the City. This agreement is renewable upon mutual agreement by both parties. Three (3) renewals shall be allowed.

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

END OF AGREEMENT
RFP 20-237

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

Stantec Consulting Services, Inc.
727 East Riverpark Lane, Suite 150
Boise, Idaho 83706

[Signature]
6/11/20

[Print Name]

ACKNOWLEDGEMENT

State of Idaho
County of Ada

On this 11th day of June 2020 before me, the undersigned Notary Public, personally appeared [Michael Fuss], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

[Seal]

Notary Public for Idaho

Residing at Boise ID

Commission Expires: 5/1/2024
RFP 20-237

APPROVED AS TO FORM AND CONTENT:

[Signature]
6/10/2020

Department
Date

[Signature]
6/10/2020

Purchasing Agent
Date

[Signature]
6/10/2020

Legal Department
Date

[Signature]
6/10/2020

Risk Management
Date

CITY OF BOISE

APPROVED BY:

[Signature]
Date

Mayor

ATTEST:

CONTRACT AMOUNT:
Per Task Order

[Signature]
Date

City Clerk
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-251-20
DATE: June 15, 2020
SUBJECT: CO #2, RFP 19-030: Misc. HVAC Maintenance Services: Library: ACCO NTE $50,000.00

BACKGROUND:
The Boise Public Library solicited proposals for miscellaneous heating, ventilation, and air conditioning maintenance services on an as needed basis. This change order request for $50,000 is to increase the not to exceed contract amount to cover anticipated increase in the services needed.

RECOMMENDATION:
Approval of Change Order #2 to increase RFP 19-030: Misc. HVAC Maintenance Services amount by $50,000.00. The original contract amount was $60,000.00. Change Order #1 for $60,000.00 was approved on April 23, 2019. Renewal #1 for $120,000.00 was approved on August 27, 2019. The new contract amount including Change Order #2 is $170,000.00 and represents a 41.7% increase from the current Renewal #1 contract value.

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

ATTACHMENTS:
- RFP 19-030 CO #2 (PDF)
CITY OF BOISE

Resolution No. RES-251-20

By The Council

Bageant, Clegg, Hallyburton, Sanchez, Thomson and Woodings

A Resolution Approving Change Order Number 2 to RFP 19-030: Misc. HVAC Maintenance Services, between the City of Boise City (Boise Public Library) and ACCO Engineered Services; Authorizing the Mayor and City Clerk to Respectively Execute and Attest Said Change Order; and Providing an Effective Date.

Whereas, Finance and Administration and Boise Public Library staff recommend approval of change order for RFP 19-030: Misc. HVAC Maintenance Services to the highest ranked proposer, ACCO Engineered Services; and

Whereas, on October 11, 2018, the Contract Agreement RFP 19-030 was awarded to ACCO Engineered Services; and

Whereas, Change Order #1 was approved on April 23, 2019; and

Whereas, during their meeting of August 27, 2019 the City Council followed staff recommendation and authorized approval of a Renewal #1 Resolution No. 388-19; and

Whereas, this change order is for an increase in the contract amount to cover anticipated miscellaneous HVAC maintenance services; and

Whereas, the above-described work/services requested constitute an adjustment to time, cost, or the scope of or amount of work that is within the parameters of the original contract as awarded.

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

Section 1. That Change Order #2 by and between the city of Boise City and ACCO Engineered Services, for RFP 19-030: Misc. HVAC Maintenance 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 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 BID / CON NUMBER: RFP 19-030
PROJECT TITLE: Misc. HVAC Maintenance Services
CHANGE ORDER NUMBER: 2

ACCOUNT NUMBER: FUND NUMBER: ORG NUMBER:

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION: Additional HVAC services are anticipated.

PRICE ADJUSTMENT: Increase $50,000.00

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>ITEM</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Additional Services</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

JUSTIFICATION: Additional HVAC services are anticipated for the year.

CURRENT CONTRACT AMOUNT (RENEWAL = 1) $120,000.00
CURRENT CONTRACT AMOUNT (ADJUSTED BY PREVIOUS CHANGE ORDER(S)) $120,000.00
CURRENT CHANGE ORDER VALUE $0.00
CURRENT CHANGE ORDER AMOUNT $50,000.00
TOTAL CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER $170,000.00
% OF CUMULATIVE CHANGE 41.76%

DATE FOR COMPLETION OF ALL WORK:

THE CONTRACT TIME WILL BE EXTENDED BY ___0___ CALENDAR DAYS.

APPROVED BY:

[Signature]

ATTEST:

[Signature]

CONTRACTOR NAME & ADDRESS:

ACCO Engineered Services
5315 N Sawyer Ave.
Boise, Idaho 83714

SIGNATURE

[Signature]

DATE 6/11/20

[Title]

Regional manager

[Signature]

DATE 6/11/20

Legal Department

[Signature]

DATE 6/11/20
TO: Mayor and Council
FROM: Doug Holloway, Parks & Recreation
NUMBER: RES-252-20
DATE: June 16, 2020
SUBJECT: Group Sports Reservation and Licensing Agreement - Northwest Ada Little League, Inc.

BACKGROUND:
The purpose of this Group Sports Reservation and Licensing Agreement, between Northwest Ada Little League, Inc. and Boise Parks and Recreation, is to allow the little league organization to use Hobble Creek Park, a Boise City facility, for its programming between March 1, 2020, and December 31, 2020. Spring programming was canceled due to COVID-19.

The Boise Parks and Recreation Commission approved the agreement at its February 20, 2020, meeting.

FINANCIAL IMPACT:
None

ATTACHMENTS:

- Group Sports Reservation and License Agreement - Northwest Ada Little League, Inc. (PDF)
RESOLUTION NO. RES-252-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

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

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

Section 1. That the Group Sports Reservation and Licensing Agreement by and between the city of Boise City and Northwest Ada Little League, Inc., a copy of which is attached hereto and incorporated herein by reference, be, and is, approved as to both form and content.

Section 2. That the Mayor and City Clerk hereby ratify and authorize the Group Sports Reservation and Licensing Agreement and approve the Department of Parks and Recreation Director’s signature executing the Agreement for and on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
GROUP SPORTS RESERVATION AND LICENSING AGREEMENT
City of Boise Parks and Recreation

THIS GROUP SPORTS RESERVATION AND LICENSING AGREEMENT ("Agreement") is made and entered into effective upon the mutual acceptance of this Agreement ("Effective Date"), by and between the, an Idaho municipal corporation, by and through its Department of Parks and Recreation ("Licensor") and Northwest Ada Little League, Inc., an Idaho non-profit corporation ("Licensee").

BACKGROUND

1) Licensor owns and operates two Facilities containing baseball, softball and/or soccer fields known as the Hobble Creek Park, addressed as 6150 North Park Meadow Way, Boise, Idaho and Charles F. McDevitt Youth Sports Complex, 5101 N. Eagle Road, Boise Idaho 83713 ("the Facilities").

2) Licensee is a non-profit corporation that organizes group recreational athletic programs.

3) Licensor and Licensee desire to enter into an agreement for the orderly use and maintenance for the Facility during a regularly scheduled season of organized athletic programs.

4) Licensor and Licensee acknowledge that the proper maintenance of playing surfaces and adjacent areas is essential for the safe and enjoyable use by group recreational athletic programs.

NOW THEREFORE, in consideration of the mutual promises herein contained, Licensor and Licensee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

LICENSE

Licensee shall be entitled to use and enjoy the Facility defined in Section 2.1 for the purpose of Licensee-sponsored group recreational activities, including organized practice sessions and competitions, as stated in the reservation schedule, submitted yearly by Licensee and attached hereto as Exhibit A. Licensee’s entitlement to use and enjoyment of the Facility is subject to the requirements as incorporated within this license and conditioned on the attachment of a current, valid, and accurate Exhibit A.

I. MAINTENANCE OBLIGATIONS OF LICENSOR AND LICENSEE

1.1 For the season of scheduled play, attached hereto as Exhibit A, Licensor shall provide the following services with respect to the baseball and softball facilities:

1.1.1 Once per week Licensor shall mow the outfield areas, lawns and other grassy areas. Mowing shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise mowing shall occur at a time of Licensor’s discretion.

1.1.2 Licensor shall provide and apply fertilizer or such similar product to the outfield areas, lawns and/or grassy areas. Application shall occur at a time of Licensor’s discretion which Licensor anticipates will occur during the autumn yearly.

1.1.3 Licensor shall irrigate the outfield areas, lawns and other grassy areas. Irrigation shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise irrigation shall occur at a time of Licensor’s discretion.

1.1.4 Licensor shall overseed the outfield and/or other grassy areas within the field of play in order to maintain the quality of playable surfaces. Seed application shall occur at a time of Licensor’s discretion, which is anticipated to occur during the autumn and the spring.
1.1.5 Licensor shall aerate the outfield areas, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Aeration shall occur at such times as to not interfere with Licensee's scheduled use of the Facility. Otherwise aeration shall occur at a time of Licensor's discretion.

1.1.6 Licensor shall apply topdressing on aerated areas of the outfield, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Topdressing shall be applied at such times as to not interfere with Licensee's scheduled use of the Facility. Otherwise application shall occur at a time of Licensor's discretion.

1.1.7 Licensor shall clean and maintain permanent restroom facilities. Cleaning shall occur once daily for each day of the week when restroom facilities are open and in use. Licensor shall not be responsible for maintenance and cleaning of any portable restroom Facility. Maintenance and cleaning shall occur at a time of Licensor's discretion.

1.2 For the season of scheduled play, attached hereto as Exhibit A, Licensee shall provide the following services for the baseball and softball facilities:

1.2.1 Licensee shall be responsible and pay for when due and owning all electricity required to illuminate the field of play during Licensee's use of the Facilities and for any other utility costs attributable primarily to Licensee's use of the Facilities.

1.2.2 Licensee shall provide portable restrooms as Licensor may require, which shall remain open and available for use by the public at all times. Licensee shall ensure that at least one of the portable restrooms shall comply with the Americans with Disabilities Act and associated regulations and guidelines. Licensee shall maintain and clean all portable restrooms it provides. Cleaning shall occur once each day that the portable restroom is located at the Facility. Maintenance and cleaning shall occur at a time of Licensee's discretion.

1.2.3 Licensee shall provide and pay for solid waste services for the Facility. Licensor may require Licensee to provide additional solid waste containers and service if in Licensor's judgment Licensee has not provided adequate services and/or containers.

1.2.4 Licensee shall provide storage facilities for any and all equipment, tools and/or supplies Licensee will use in association with maintenance or recreational activities associated with the Facility.

1.2.5 Licensee shall provide field maintenance in order to maintain the quality of playable surfaces and allow for play on such surfaces except as specified in Section A (above) detailing the obligations of Licensor. Licensee shall ensure that required lines and markings required for play are present and maintained during times of play. Licensee shall ensure that the infiel fields and mound shall be dragged, groomed, in-filled, and/or maintained as may be required for proper and safe play at the Facility.

1.2.6 Licensee shall be responsible for and provide for the cleaning of all hard surfaces adjacent to or contained within the fields of play.

1.2.7 At its cost Licensee shall provide all equipment and supplies required to carry out Licensee's maintenance and cleaning obligations including but not limited to drags, chalkers, hand tools, hoses and any mechanized equipment.

1.2.8 Upon commencement of the season of regular play, Licensee shall maintain all equipment associated with the field of play including but not limited to, infield bases, home plate, pitcher's rubber, and portable backstops.

1.3 For the season of scheduled play, attached hereto as Exhibit A, Licensor and Licensee shall provide jointly the following services with respect to the baseball and softball facilities:

GROUP SPORTS RESERVATION AND LICENSING AGREEMENT – CITY OF BOISE/NORTHWEST ADA LITTLE LEAGUE, INC. - 2
1.3.1 Licensor and Licensee shall cooperate to jointly remove all litter, trash or other debris and dispose and/or recycle that material.

1.3.2 Licensor and Licensee shall maintain, repair and replace outfield and side fencing.

1.3.3 Licensor and Licensee shall maintain all backstops, benches and bleachers.

1.3.4 Every two weeks during the regular season of play, Licensor and Licensee shall ensure that the field perimeter, outfield and/or other grassy areas within the field of play and around fencing shall be trimmed in order to maintain the quality of playable surfaces. Trimming shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility.

1.4 Changes to Facility: Any modification, alteration, addition or construction of any nature to the Facility infrastructure shall require Licensor’s prior written review and approval of such modification, alteration or construction. Licensee shall pay the cost of any increase in the cost of utilities that results from any modification, alteration, addition or construction approved by Licensor.

1.5 In the course of performing its maintenance responsibilities pursuant to this Agreement, Licensee shall not use or allow the use of heavy equipment, including but not limited to automobiles, pickups, backhoes, forklifts and any other equipment likely to damage the Facility’s turf, playing surfaces or above- or in-ground irrigation systems without the prior consent of Licensor, which consent Licensee may seek via electronic mail or telephone.

II. DEFINITIONS

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

“Facility” and “Recreational Facility” shall mean the two (2) baseball diamonds located at the Community Park known as Hobble Creek Park, addressed as 6150 N. Park Meadow Way, Boise, Idaho, 83713.

III. TERM OF LICENSING AGREEMENT

3.1 Term: This Licensing Agreement shall become effective March 1, 2020 and shall continue until December 31, 2020 or until termination or default as provided by this Agreement.

3.2 Termination:

3.2.1. Either party may terminate this Agreement without cause and without regard to payment periods by providing the other party sixty (60) days written notice.

3.2.2. Total destruction: Should the Facility or an essential part of the area used by Licensee for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall terminate.

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

3.2.4 If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the chosen date of termination.

IV. PREMISES

GROUP SPORTS RESERVATION AND LICENSING AGREEMENT – CITY OF BOISE/NORTHWEST ADA LITTLE LEAGUE, INC. - 3
4.1 Licensed Premises: The Licensee’s access to the Facility shall be only during the Facility’s regular operating hours and pursuant to the scheduled reservation attached as Exhibit A.

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

V. GENERAL DUTIES OF LICENSEE

5.1 Duties: In exchange for the privilege of obtaining this non-exclusive, revocable License, Licensee agrees to:

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

5.1.2 Follow all rules and regulations of the Facility and the laws of the City of Boise City.

5.1.3 Provide daily and continuous clean up of all debris in the area used, occupied, and immediately adjacent to Licensee’s business that Licensee’s employees, servants, agents, business invitees, patrons, and guests cause or create.

5.1.4 Maintain all Licensee’s vehicles on roadways or parking lots within the boundaries of the Facility. Licensee shall hand-carry all equipment and supplies from the vehicle to location of business operations.

5.1.5 Pay for all damages to the Facility caused directly or proximately by Licensee’s business equipment, employees, servants, agents, business invitees, patrons, and guests not a result of normal wear and tear that would have occurred had Licensee’s business not operated at the Facility.

5.1.6 At the termination of this Agreement, either by natural expiration or default as herein provided, return the areas of use in the Facility to their original condition normal wear and tear excepted.

5.2 Product Sales: Lessee shall offer for sale on the Premises only the same branded soft drink as Lessor and with which Lessor may from time to time enter into a sponsorship agreement; Lessee will be required to purchase directly from vendor with sponsorship agreement, and will offer no other beverage products which could be reasonably understood to compete with Lessor’s sponsored product. Costs of all products and services offered by Lessee under the terms of this Agreement shall be subject to review and authorization by Lessor.

5.3 No Assignment: Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Licensor.

5.4 Limitations: This Agreement shall apply to and be binding on Licensee only to the extent Licensee’s business operates within the confines of the Facility and as Licensor may approve.

5.5 Default and Cancellation: If Licensee is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the state of Idaho, or applicable City of Boise ordinances, rules or regulations and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, or by the very nature of the default cannot thereafter perform or correct the conditions constituting a breach or default, after five (5) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

5.6 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, the City of Boise requires its licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type of conduct that is unacceptable, the following are examples of behavior that may, at the sole discretion of Licensor, result in the revocation of this Licensing Agreement:

GROUP SPORTS RESERVATION AND LICENSING AGREEMENT – CITY OF BOISE/NORTHWEST ADA LITTLE LEAGUE, INC. - 4
5.6.1 Harm or threat of harm to any City employee, member of the public, City government, or City property, regardless of location.

5.6.2 Physical violence against persons or property.

5.6.3 Sabotage of City property or processes.

5.6.4 Theft or unauthorized removal or possession of the City's property or another person's property from City premises.

5.6.5 Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.

5.6.6 Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing or otherwise inappropriate when conducting licensee's business.

5.6.7 Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.

5.6.8 Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City sponsored events.

5.6.9 Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.

5.6.10 Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on City property or at City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with the license.

5.7 Criminal History: Licensee shall not employ to work under the terms of this Licensing Agreement any employee, servant, or agent who is unsuitable to interact with children. "Unsuitable to interact with children" shall mean having been convicted of a crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) or required to register under Idaho’s Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar statute from any other state or territory).

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

5.7.2 Licensee shall certify to Licensor that each of Licensee's employees, servants, and/or agents is fit to interact with children and will so certify this information prior to allowing the employee, servant, or agent to perform any on-site services. Failure to certify shall be grounds for immediate revocation of this licensing agreement.

VI. INDEMNIFICATION AND INSURANCE

6.1 Indemnification: To the fullest extent permitted by law, Licensee shall indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Licensee or its servants, officers, agents employees, guests, and business invitees in rendering services under this contract or otherwise caused or incurred by Licensee, its servants, officers, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Licensor or its employees. The limits of insurance will not be deemed a limitation of the covenants to indemnify and save and hold harmless the Licensor, its elected officials, officers, employees, agents, and volunteers. If the Licensor

GROUP SPORTS RESERVATION AND LICENSING AGREEMENT – CITY OF BOISE/NORTHWEST ADA LITTLE LEAGUE, INC. - 5
becomes liable for an amount in excess of the Licensee’s insurance limits. Licensee covenants and agrees to indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, to the extent permitted by law.

6.2 Insurance: The Licensee shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service. The Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer. All of Licensee’s policies shall be primary and Licensee agrees that any insurance maintained by the Licensor shall be non-contributing with respect to the Licensee’s insurance. Licensee shall advise the Licensor of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.

6.3 Workers Compensation and Employers Liability: Regardless of the number of employees Licensee may have, Licensee shall have and maintain throughout the term of this Agreement and any extensions thereof, statutory Workers Compensation insurance in the statutory limits as required by law and Employers Liability insurance coverage with a limit of no less than $500,000.00 for bodily injury by accident or disease. In the event Licensee sublets any responsibilities under this Agreement, the Licensee shall require the sub-licensee to provide Workers Compensation insurance coverage for itself and any/all the sub-licensee’s employees performing responsibilities under this Agreement. Licensee shall provide proof of insurance to the Licensor prior to the exercise of its rights and responsibilities under this Agreement.

VII. GENERAL PROVISIONS

7.1 Notices: The parties’ addresses for all notices set forth in this Agreement are:

Licensee: Licensee:
City of Boise Northwest Ada Little League, Inc.
Department of Parks and Recreation Attn: Michael Chilton
Attn: Karen Bledsoe PO Box 44258
1104 Royal Blvd Boise, Idaho 83711
Boise, Idaho 83706

Licensee shall update Licensor whenever there are changes to the corporation address, corporate status, or the identity of the Registered Agent.

For purposes of legal notices, Licensee’s registered agent is:

Michael Chilton
10400 Overland Rd, #395
Boise, Idaho 83709

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

7.3 Compliance with Laws: In performing the scope of services required hereunder, Licensee shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the State of Idaho, workers’ compensation insurance, and all sales and use tax legislation. Specifically, Licensee shall comply with all state or Central District Health Department statues,
rules and regulations governing the regulation of food establishments in the operation of any concessions or food service

operations in which Licensee may engage. The Licensor reserves the right to request proof of compliance with any applicable statute, ordinance or regulation for which Licensee is statutorily required to comply.

7.4 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

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

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

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

7.8 Independent Permits: Licensee is and shall at all times be considered as an independent permittee and is in no way an employee of the City of Boise City.

7.8.1 The parties intend that this Agreement create only an independent licensing relationship. Licensee shall complete the services agreed upon with Licensor according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor other than as specified in this Licensing Agreement. The parties agree that this Agreement does not entitle Licensee or its employees or agents (if any) to workers’ compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and/or its employees or agents.

7.8.2 Licensee is not required to perform its services exclusively for the Licensor. Licensee, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Licensor shall not control, directly or indirectly, the number of hours Licensee, its employees, or agents shall perform services under this Agreement. Licensor shall not combine business operations with Licensee.

7.8.3 Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the City may provide to its employees. It is understood and agreed that Licensor does not require Licensee to provide services exclusively to Licensor and that Licensor is free to contract to provide services to other entities during the term of this Agreement.

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

7.10 Severability: If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

[End of Agreement; signatures appear on the following page.]
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the dates set forth below.

CITY OF Boise City:
Licensor

By: ____________________________ DATED: ____________________________
   Doug Holloway
   Director
   Department of Parks and Recreation

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

SUBSCRIBED AND SWORN TO before me this _______ day of __________ (month/year)

CHLOE SALLABANKS
COMMISSION #89996
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 05/22/2023

Chloe Sallabanks
Notary Public for Idaho
Commission Expires 5/22/2023

Northwest Ada Little League, Inc.
Licensee

By: ____________________________ DATED: __________
   Michael Chilton
   President

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

SUBSCRIBED AND SWORN TO before me this _______ day of __________ (month/year)

Susanna Clegg
Notary Public
State of Idaho
Commission No. 2017-0069

Notary Public for Idaho
Commission Expires 7/12/2023
TO: Mayor and Council  
FROM: Doug Holloway, Parks & Recreation  
NUMBER: RES-253-20  
DATE: June 16, 2020  
SUBJECT: Amendment to Operating Agreement - YMCA Boise Aquatic Center  

BACKGROUND:  
The original agreement between the City of Boise and the Young Men’s Christian Association (YMCA) was approved per resolution #13396 on June 6, 1995. The City was responsible for providing a public multipurpose aquatic center pool and the YMCA agreed to operate and maintain it. The term of the agreement was set to expire June 30, 2020.  

In light of the coronavirus (COVID-19) outbreak, both parties would like to extend the term to June 30, 2021, to provide time for operating agreement negotiations.  

FINANCIAL IMPACT:  
None  

ATTACHMENTS:  
- Amendment to Operating Agreement - YMCA Boise Aquatic Center (PDF)
RESOLUTION NO. RES-253-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLEYBUTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AN AMENDMENT TO THE OPERATING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND YOUNG MEN’S CHRISTIAN ASSOCIATION OF BOISE CITY, IDAHO (YMCA); 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 Amendment to the Operating Agreement by and between the city of Boise City and the Young Men’s Christian Association (YMCA), a copy of which is attached hereto and incorporated herein by reference, be, and is, approved as to both form and content.

Section 2. That the Mayor and City Clerk, respectively, be, and are, authorized to execute and attest the Amendment to the Operating 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.
AMENDMENT TO THE OPERATING AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY AND THE YMCA OF BOISE CITY, IDAHO

This AMENDMENT ("amendment") to the Operating Agreement ("Operating Agreement") is made and entered into this ___ day of June, 2020 by and between the city of Boise City ("City") by and through its Department of Parks and Recreation ("Parks") and the Young Men’s Christian Association of Boise City, Idaho ("YMCA") (collectively "the Parties").

WHEREAS, on June 6, 1995, the Parties entered into an Operating Agreement governing the use and operation of a public multi-purpose aquatic center;

WHEREAS, the Parties have twice renewed the Operating Agreement and the Operating Agreement is now set to expire June 30, 2020;

WHEREAS, the Parties now desire to extend the Operating Agreement until June 30, 2021 in order to begin negotiating a new operating agreement in light of the COVID-19 pandemic;

WHEREAS, an amendment to the Operating Agreement is required to extend the terms of the Operating Agreement.

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

A. Section II [§200] (TERM, CANCELLATION, AND RENEWAL) of the Operating Agreement is hereby amended to extend the duration of the Operating Agreement for one year, expiring June 30, 2021.

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

IN WITNESS WHEREOF, the Parties have hereunto caused this amendment to the Operating Agreement to be executed, on the day and year first above written.

END OF AGREEMENT
Boise City

By: ________________
Lauren McLean, Mayor

Attest

By: __________________
Lynda Lowry, Ex-Officio City Clerk

Date: ______

Young Men's Christian Association of Boise City, Idaho

By: ________________

Date: 4/15/2020
TO: Mayor and Council
FROM: Leon Letson, Planning and Development Services
NUMBER: RES-254-20
DATE: June 17, 2020
SUBJECT: SOS20-00010 / Resolution

BACKGROUND:

On June 9, 2020, City Council approved the request for a vacation of plat note.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- EXHIBIT A_DWG_Plat Note (PDF)
CITY OF BOISE

Resolution NO. RES-254-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION (SOS20-00010) VACATING A PLAT NOTE REGARDING A BRIDLE
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 LOCATED AT
2007 S SURREY RD, BOISE, ADA COUNTY; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, on June 9, 2020, the City Council of Boise City held a hearing on the
partial vacation of a plat note regarding a bridle path for Lot 25, Block 2 of the Three Mile Creek
Subdivision No. 1 as recorded with the Ada County Recorder in Book 47 of Plats at Page 693,
and located at 2007 S Surrey Rd, Boise, Ada County; and

WHEREAS, any and all affected property owners were notified of the proposed
vacation, in accordance with Idaho Code § 50-1306A; and

WHEREAS, after the hearing on June 9, 2020, the Council by formal motion did
approve the partial vacation.

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

Section 1. That the Plat Note as depicted in Exhibit A is hereby vacated.

Section 2. That this Resolution shall be in full force and effect immediately upon its
adoption and approval.
Plate Note to be Removed
TO: Mayor and Council
FROM: Leon Letson, Planning and Development Services
NUMBER: RES-255-20
DATE: June 22, 2020
SUBJECT: SOS20-00016 / Resolution

BACKGROUND:

On June 9, 2020, City Council approved the vacation of plat note and easement.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- EXHIBIT A_DWG_Easement and Plat Note(PDF)
CITY OF BOISE

Resolution NO. RES-255-20

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

A RESOLUTION (SOS20-00016) VACATING AN EASEMENT AND PLAT NOTE FOR GENERAL UTILITIES FOR LOTS 4 & 8, BLOCK 1 OF THE EAGLEHAWK SUBDIVISION ON 0.21 ACRES IN A R-2D (MEDIUM DENSITY RESIDENTIAL) ZONE AT 8601 & 8647 W SLOAN ST, BOISE, ADA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 9, 2020, the City Council of Boise City held a hearing on the vacation of a portion of a 10’ general utility easement and plat note for Lots 4 & 8, Block 1 of the Eaglehawk Subdivision (the “Easement”), as recorded with the Ada County Recorder in Book 116 of Plats at Page 17562, and located at, 8601 & 8647 W Sloan St, Boise, Ada County, as described in Plat Note 2; and

WHEREAS, any and all affected easement holders were notified of the proposed vacation and have agreed to the same in writing, in accordance with Idaho Code § 50-1306A; and

WHEREAS, any and all affected property owners were notified of the proposed vacation, in accordance with Idaho Code § 50-1306A; and

WHEREAS, after the hearing on June 9, 2020, the Boise City Council by formal motion did approve the vacation.

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

Section 1. That the Easement and Plat Note as depicted in Exhibit A is hereby vacated.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
Easement and Plate Note to be Removed
TO: Mayor and Council
FROM: Terri Schorzman, Arts & History
NUMBER: RES-256-20
DATE: June 18, 2020
SUBJECT: FY21 Arts Grant ICA

BACKGROUND:
The Idaho Commission on the Arts has awarded the city of Boise City a grant in the amount of $11,009.00. The Department of Finance and Administration has reviewed and recommends acceptance of the grant funds.

FINANCIAL IMPACT:
The Idaho Commission on the Arts has awarded the city of Boise City a grant in the amount of $11,009.00.

ATTACHMENTS:
- AWARD_letter (PDF)
- Grant Review Application FY21 funding ICA Signed apprvd (PDF)
- JanuaryFilingCompleted (PDF)
A RESOLUTION ACCEPTING A GRANT AGREEMENT IN THE AMOUNT OF $11,009.00 FROM THE IDAHO COMMISSION ON THE ARTS FOR FISCAL YEAR 2021; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Finance and Administration has reviewed and recommended approval of the grant from the Idaho Commission on the Arts.

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

Section 1. That the grant in the amount of $11,009.00 from the Idaho Commission on the Arts to the city of Boise City, is hereby, approved as to both form and content.

Section 2. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
June 15, 2020

Terri Schorzman  
Boise City Department of Arts & History  
PO Box 500  
Boise, ID 83702

Re: FY2021 Public Programs in the Arts Grant – Grant# 01912

Dear Terri:

On behalf of the Idaho Commission on the Arts, it is a pleasure to inform you that Boise City Department of Arts & History has been approved for a Public Programs in the Arts grant for Fiscal Year 2021 in the amount of $11,009.

This grant is made possible by Idaho State Legislature and funds from the National Endowment for the Arts. As no doubt you are aware, the Idaho Legislature has demonstrated its support for Idahoans’ access to the arts, as does Congress through its support for the Endowment, at levels that balance public frugality with significantly valued services.

Please review the enclosed Managing Your Grant brochure. Remember, this grant requires that all printed material credits the Idaho Commission on the Arts and the National Endowment for the Arts. Logos are available on our website. Please also consider writing your legislators to express your appreciation for their support of the arts.

If you have any questions, our grants staff or Community Development Director Juta Geurtsen will be happy to assist you at (208) 488-7502, or juta.geurtsen@arts.idaho.gov.

Congratulations on your success.

Cordially,

Michael Faison  
Executive Director
Grant Review Application
Finance Department

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

Requesting Department: Arts & History
Name of Project Manager: Terri Schorzman
Name of Grant: Public Programs in the Arts

Granting agency:
Originating Grantor: National Endowment for the Arts/State of Idaho
Pass Through Agency: Idaho Commission on the Arts

CFDA Number: 45.025

Brief description of the purpose of the grant: to support professional development/training for A&H staff

Has the City received this grant in previous years or is this a first time application: we have received the grant for 20+ years

City departments affected by this grant: A&H

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

What vision and policies does this grant align with in the City's Comprehensive Plan: Culture, Education, Arts & History

Financial Information

Amount of grant: $10,000.00
Deadline for application (date): 01/30/2020
Does this grant require future financial commitments of any kind: No
If yes, what is the total amount: 
Over how many years: 

Are matching funds required: No

If yes, match amount [%]: 0.00%
Type of funds: 
If yes, match amount [%]: 0.00%
Type of funds: 
If yes, match amount [%]: 0.00%
Type of funds: 

Does this grant require hiring any new employees to be funded from grant dollars: No
If yes, how many and what time frame: 

What is the grant period in which funds will be received: 07/01/2020 - 06/30/2021

Does this grant require purchase or construction of capital assets > $5k: No
If yes, describe the Capital Asset: 

Are you purchasing equipment with this grant: No
Are you purchasing items, goods or services: No

Attachment: Grant Review Application FY21 funding ICA Signed apprvd RES-256-20 : FY21 Arts Grant ICA
CITY OF BOISE
Grant Review Application
Finance Department

Does IT support this request: N/A
List any Information Technology implications of this grant:

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

1) one-page summary in January; 2) final report end of July

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

If we do not continue to pursue this grant opportunity, A&H staff will be unable to gain more professional knowledge, experience, and training and thus not be able to share this with our constituents

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

Arts and culture contribute to the vitality of the City of Boise and the City’s strategic objectives support this notion. The City created the Department of Arts & History in March 2008 to ensure that cultural amenities are essential in helping making Boise the most livable city in the country. Boise City’s cultural services to residents and visitors—in the visual arts, performing arts, history, city archives, and cultural sites—will continue to increase in quality and quantity. The Department is guided by the City’s strategic plan and department plan, both are reviewed annually in cooperation with an overall City strategic planning process.

We employ artists, provide affordable/free arts experiences to the public, support arts advocacy for local groups, offer grant funding to non-profit arts organizations, install public art in public facilities and parks, and provide arts education experiences such as public art tours and professional development opportunities. The connection between the availability of homegrown culture to the livability of the growth of the regional economy continues to strengthen as participation in the arts increases. An accomplished and well-trained staff is essential in helping meet these goals.

Funding from the ICA is instrumental in providing staff the training and development opportunities required. For FY21, ICA funding will support registration and travel for staff to conferences, workshops, and training sessions.

Finance Manager Signature
Chief Administrative Officer Signature
Department Director Approval: Tari Sherman
Printed Name: Tari Sherman
Date: 10-24-19

For Grant Review Committee use only
Grant Review Committee Recommendation:

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

☐ Do not proceed with this grant application. The Review Committee will contact the Department directly.
Application

01775 - Public Programs in the Arts - FY 2021 - Final Application

01912 - Operating Support
Entry Track / PPA

Status: Submitted
Submitted Date: 01/06/2020 3:33 PM
Submitted By: Terri Schorzman

Applicant Information

Primary Contact:
First Name: Terri
Email: tschorzman@cityofboise.org
Address: 150 N. Capitol Blvd

Organization Information
Organization or District: Boise City Department of Arts & History
Official IRS Name: Boise City Department of Arts & History
Organization Type: Government - Municipal
Organization Website: www.boiseartsandhistory.org
Address: PO Box 500

Eligibility

We are a 501(c)(3) nonprofit, or a school, or unit of local, county, tribal, or state
government, and have had this tax exempt status for 36 months prior to the application deadline: Yes

We employ paid administrative staff: Yes
Summary

In 50 words or less, describe what you will do with grant funding.*

A&H will use funding to provide professional development and training opportunities for staff. This includes attending the Northwest Public Art Network annual meeting, the American for the Arts annual conference, and Grantmakers in the Arts.

Budget

Enter the most recently completed fiscal year (actual)

| Annual Operating Revenue | $2,200,000.00 |

This is the only information required for the IFA application. When finished, “Save”, then “Mark as Complete” and submit the application.
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-257-20
DATE: June 19, 2020
SUBJECT: Renewal SS 07-287: Sports Officiating Services: Parks: USSSA of Idaho: NTE $120,000.00

BACKGROUND:
The Parks and Recreation Department has negotiated for the annual Sports Officiating Services for the Parks and Recreation Basketball, Flag Football, and Volleyball programs. Parks and Recreation staff have determined that the only qualified provider for this service is the United States Specialty Sports Association (USSSA). USSSA has provided officiating services for the City in the past. The relationship between the City and USSSA was formalized in an agreement in 2000.

The Agreement establishes terms and conditions of the services and provides the City with workers’ compensation coverage for the umpires and liability insurance coverage. The Agreement approved by Council contained a clause for ongoing renewals.

RECOMMENDATION:
Finance and Administration and Parks and Recreation staff recommend that SS 07-287 be renewed for one year, beginning July 31, 2020, and ending July 30, 2021, not to exceed $120,000.00 (Attachment 2020/21 Season Pricing). This is a sole source annual renewal allowed by the Agreement.

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

ATTACHMENTS:
- SS07-287_FY20-21_Contract Renewal (PDF)
A RESOLUTION APPROVING THE RENEWAL OF SS 07-287, SPORTS OFFICIATING SERVICES, BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND USSSA OF IDAHO; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Parks and Recreation staff recommended award of SS 07-287, Sports Officiating Services, to the best qualified proposer, USSSA of Idaho; and

WHEREAS, during their meeting of June 18, 2019, the City Council followed staff recommendation and awarded Resolution No. 256-19 to USSSA of Idaho; 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, USSSA of Idaho has agreed to renew the contract under the terms and conditions as specified in the attached renewal letter; and

WHEREAS, this is a sole source annual renewal allowed by the Agreement.

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

Section 1. That the Renewal by and between the city of Boise City and USSSA of Idaho for SS 07-287, Sports Officiating 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.
June 15, 2020

Gary Bassett  
USSSA of Idaho  
201 Gourley  
Boise, ID 83705  
gbossiwell@aol.com

RE: Renewal of Boise City SS 07-287; Sports Officiating Services, USSSA of Idaho, Parks and Recreation, Boise City

Dear Gary:

In conformance with the terms and conditions of the agreement between your company and Boise City, as stated in SS 07-287, Boise City is interested in renewing the contract for one year, beginning July 31, 2020 and ending July 30, 2021, in an annual amount not to exceed $120,000.00 (Attachment 2020/21 Season Pricing). This is a sole source renewal Agreement.

If you are interested in renewing your agreement, please indicate your acceptance by completing the appropriate area below, signing, and returning the document. Also, please include an updated copy of your current general liability insurance listing Boise City as additional insured, auto insurance and workers’ compensation certificates. If applicable, include other certificates requested as well.

The renewal term will be effective upon your receipt of a purchase order from the City. Thank you for your interest in meeting the needs of the City of Boise. Please return signed letter to Purchasing Office, 150 N. Capitol Blvd., PO Box 500, Boise, Idaho 83701-0500.

Sincerely,

Colin Millar  
6/15/2020
Purchasing Manager  
City of Boise

Please renew the agreement _yes_ no

ACCEP TED BY:  
USSSA of Idaho  
6/19/2020

Gary L Bassett  
Date

Print Name

BOISE CITY COUNCIL: Lauren McLean (President), Elaine Clegg (President Pro Tem), Scot Ludwig, Lisa Sánchez, TJ Thomson. Hall: Woodruff,  
CITYOFBOISE.ORG
Pricing Attachment

2020-2021 sports seasons:

**Volleyball**
- $21.00 per official per game ($0.25/game increase)
- $2.00 per game assigning fee ($0.25/game increase)

**Flag Football**
- $80.00 per game for 3 officials ($2.00 per game increase)
- $56.00 per game for 2 officials ($2.00 per game increase)
- $500 per season assigning fee (includes tournament)

**Basketball**
- $67.00 per game for 2 officials ($3.00 per game increase)
- $50.25 per game for 1 official (1 official paid for 1.5 games)
- $1850.00 per regular season assigning fees (includes changes)
- $4.40 per game for tournament assigning

**Softball League and Tournaments**
- 2 Umpires $50.00 per game ($1.72 per game increase)
- 1 Umpire $30.00 per game ($1.88 per game increase)
TO: Mayor and Council
FROM: Kelley Fleming, Legal
NUMBER: RES-258-20
DATE: June 22, 2020
SUBJECT: FY21 Lease Renewal Agreement - Ada County Courthouse Office Space

BACKGROUND:

In 2018, City Legal Department staff negotiated a lease with Ada County for approximately 273 square feet of office space in the Ada County Courthouse. The office space is used by City attorneys who spend a significant amount of time at the courthouse prosecuting criminal violations. This renewal is for the period October 1, 2020, through September 30, 2021, and is the second (2nd) of four (4) renewals permitted by the 2018 Lease Agreement.

FINANCIAL IMPACT:

$360.00 rent each month for one year term

ATTACHMENTS:

- FY 21 Lease Renewal Agreement (PDF)
A RESOLUTION APPROVING A FY21 RENEWAL OF LEASE AGREEMENT BETWEEN THE CITY OF BOISE CITY (LEGAL DEPARTMENT) AND ADA COUNTY FOR OFFICE SPACE AT THE ADA COUNTY COURTHOUSE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Council previously approved FY 2019 Lease Agreement for the provision of office space at the Ada County Courthouse via Resolution 329-18; and

WHEREAS, the FY 2019 Lease Agreement permits up to four (4) one (1) year renewal periods; and

WHEREAS, City legal staff recommend approval of this second (2nd) lease renewal so that office space will continue to be available to City attorneys who spend significant time at the courthouse prosecuting criminal violations.

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

Section 1. That the FY21 Renewal of Lease Agreement between Ada County and Boise City for Office Space at the Ada County Courthouse, a copy of which is attached hereto and incorporated herein by reference, is hereby approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
AGREEMENT NO. 12940-2-20

FY21 RENEWAL OF LEASE AGREEMENT BETWEEN ADA COUNTY AND BOISE CITY FOR OFFICE SPACE AT THE ADA COUNTY COURTHOUSE

THIS RENEWAL is entered into this _____ day of _________________, 2020, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (hereinafter “County”), and Boise City, a municipal corporation of the State of Idaho (hereinafter “City”).

In consideration of the mutual promises contained herein, the parties agree as follows:

WITNESSETH:

WHEREAS, County and City entered into Agreement No. 12940 for the lease of unfurnished office space in the Ada County Courthouse and Administration Building (hereinafter “Ada County Courthouse”) on September 24, 2018 (hereinafter “Agreement”); and

WHEREAS, said Agreement ended on September 30, 2019; and

WHEREAS, said Agreement was subject to renewal by the County for up to four (4) additional one-year terms; and

WHEREAS, said Agreement was renewed by Agreement No. 12904-1-19 for the period October 1, 2019 through September 30, 2020; and

WHEREAS, it is now the mutual intent of the parties to renew said Agreement for an additional one-year term;
NOW, THEREFORE, this Second Renewal Lease Agreement does renew Agreement No. 12940 for the period October 1, 2020 through September 30, 2021, with all terms and conditions thereto in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

Board of Ada County Commissioners

By: ________________

Kendra Kenyon, Commissioner

By: ________________

Diana Lachiondo, Commissioner

By: ________________

Patrick Malloy, Commissioner

ATTEST:

______________________________
Phil McGrane, Ada County Clerk
City of Boise

By: __________________________
    Jayme Sullivan, City Attorney

By: __________________________
    Lauren McLean, Mayor

ATTEST:

______________________________

City Clerk
TO: Mayor and Council
FROM: Colin Millar, Purchasing
NUMBER: RES-259-20
DATE: June 22, 2020
SUBJECT: CO #4, FB 19-444: Bernardine Quinn Park Green-Up: Parks and Recreation: TDX Power Services, LLC

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 additional bank repairs to address safety concerns.

RECOMMENDATION:
Approval of Change Order #4 to increase FB 19-444; Bernardine Quinn Park Green-Up amount by $27,197.00. 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. Change Order #3 increased the contract by $496.51. The new contract amount including Change Order #4 is $549,623.11 and represents a 41% increase from the original contract value.

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

ATTACHMENTS:

- FB 19-444 CO #4 (PDF)
CITY OF BOISE

Resolution NO. RES-259-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING CHANGE ORDER NUMBER 4 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 #4 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, during their meeting of June 9, 2020, the City Council followed staff
recommendation and authorized approval of a Change Order #3, Resolution No. 228-20; and

WHEREAS, this change order is for additional bank repairs to address safety concerns;
and

WHEREAS, the above-described work/services requested constitute additional work
outside the original contract’s parameters 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 #4 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

ACCOUNT NUMBER: 59200  ACCOUNT UNIT: 5004  COMPANY: 402

DEPT. PROJECT NO.: DEPT/DIVISION: Parks/Design
DATE PREPARED: 6.18.20

ACtIVITY: pkrrmbankstable

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION: Additional Bank repairs

<table>
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<th>ITEM #</th>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<td>1</td>
<td>Additional bank repairs</td>
<td>1</td>
<td>lump</td>
<td>$27,197.00</td>
<td>$27,197.00</td>
</tr>
</tbody>
</table>

JUSTIFICATION: Additional Bank work is for safety concerns

| ORIGINAL CONTRACT AMOUNT | $389,474.64 |
| CURRENT CONTRACT AMOUNT ADJUSTED BY PREVIOUS CHANGE ORDER(S) | $496,514.54 |
| (PREVIOUS CHANGE ORDER VALUE) | $522,089.45 |
| CURRENT CHANGE ORDER AMOUNT | $27,197.00 |
| TOTAL CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER | $549,621.34 |

% OF CUMULATIVE CHANGE 41.0%

DATE FOR COMPLETION OF ALL WORK: 7.15.20

THE CONTRACT TIME WILL BE EXTENDED BY ___15___ CALENDAR DAYS.

APPROVED BY:

Lauren McLean, MAYOR

ATTEST:

Colin Miller 6/22/2020

Purchasing Agent

Doug Holloway 6/18/2020

DEPARTMENT APPROVAL

LEGAL DEPARTMENT

CONTRACTOR NAME & ADDRESS:

TDX Power Services
2500 S Empire Way
Boise ID 83709

6/22/2020
June 12, 2020 Rev2

Wendy Larimore
City of Boise – Parks and Recreation
150 N. Capital Blvd.
Boise, Idaho 83702

RE: Thurman Mill Diversion Repair
City of Boise, Idaho

Dear Ms. Larimore:

TDX Power Services, LLC (TPS) is respectively submitting our response to the Thurman Mill Diversion Repair Project to the City of Boise. Relevant information on TPS:

Idaho Public Works Contractors License: 040675-Unlimited -1-2-3

TDX Power Services is offering to provide complete installation of diversion repairs as per drawings provided for the lump sum amount of $27,197– Twenty Seven Thousand One Hundred Ninety Seven dollars.

Thurman Mill Diversion Repair – $27,197.00

Project work to include:
- Importing and placing 275 cubic yards (385 tons) of 12” – 24” RipRap
- Work to be completed by December 31, 2020

Exclusions:
- Permits
- In-water work (water diversion, coffer dams)

We would welcome an opportunity to discuss our proposal and capabilities with you and your team. If you have questions or require additional information, please call me at (208) 375-5323.

Sincerely,
TDX Power Services Team

John Lyons | President
TDX Power Services, LLC
TO: Mayor and Council
FROM: Jennifer Tomlinson, Parks & Recreation
NUMBER: RES-260-20
DATE: June 22, 2020
SUBJECT: Optimist Park Parking License Agreement - Rolling Hills

BACKGROUND:

The Parking License Agreement between Boise City and Rolling Hills Public Charter School, Inc. (Rolling Hills) permits Rolling Hills families to park in a designated area of the Optimist Youth Sports Complex parking lot. The designated parking area can be accessed via Hill Road Pkwy and Horseshoe Bend Rd, and is available for Rolling Hills to use from 2 to 3 p.m. during the school year, at the time of student pickup.

The license agreement will expire June 30, 2023.

FINANCIAL IMPACT:

None

ATTACHMENTS:

- Optimist Park Parking License Agreement - Rolling Hills Public Charter School (PDF)
A RESOLUTION APPROVING, AS TO BOTH FORM AND CONTENT, A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF PARKS AND RECREATION) AND ROLLING HILLS PUBLIC CHARTER SCHOOL, INC. (ROLLING HILLS) BY WHICH THE CITY GRANTS ROLLING HILLS A LIMITED, NON-EXCLUSIVE PARKING LICENSE AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AGREEMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. That the Parking License Agreement by and between the city of Boise City and Rolling Hills Public Charter School, Inc., a copy of which is attached hereto and incorporated herein by reference, be, and is, approved as to both form and content.

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

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
LIMITED AND NON-EXCLUSIVE PARKING LICENSE AGREEMENT

THIS LIMITED AND NON-EXCLUSIVE PARKING LICENSE AGREEMENT ("Agreement") is by and between Rolling Hills Public Charter School, Inc., an Idaho non-profit corporation ("Rolling Hills"), and the city of Boise City, an Idaho municipal corporation, by and through its Department of Parks and Recreation (the "City"). Separately, Rolling Hills and the City may be referred to as a "Party" and together as the "Parties."

I. RECITALS

WHEREAS, the City is the owner of that certain real property located in Boise, Ada County, Idaho, as more particularly depicted in Exhibit A, attached hereto and made a part hereof, the area commonly known as Optimist Park and addressed as 9889 W. Hill Road Parkway, Boise, ID 83714 ("Property").

WHEREAS, Rolling Hills desires to obtain a license from the City to use a certain designated portion of the City's western asphalt parking lot located on the Property, as more particularly depicted in Exhibit A, attached hereto and incorporated herein by reference, for overflow parking.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

II. LICENSE

A. Recitals Incorporated. The Recitals, above, are not mere recitals, but are incorporated herein by this reference, and are made a part thereof.

B. Rolling Hills' License to Park. The City hereby grants to Rolling Hills and Rolling Hills accepts from the City, an non-exclusive, limited license ("License") to use a designated area of the City's Property which is depicted in Exhibit A, for vehicle parking by Rolling Hills' ("Designated Parking Area"), expressly subject to the following terms and conditions:

1. Limited Designated Parking Area. The Designated Parking Area is limited to that area of the western asphalt parking lot as depicted in Exhibit A. Rolling Hills will have access for ingress and egress to the Designated Parking Area via Hill Road Parkway and Horseshoe Bend Road.

2. Hours of use. Rolling Hills may use the Designated Parking Area from 2:00 p.m. to 3:00 p.m. each school day during the school year subject to the terms and conditions contained in this Agreement.

C. Right to Restrict Access. The City reserves its right to restrict access to the area depicted in Exhibit A for any reason. If access will be restricted, the City will make reasonable efforts to notify Rolling Hills of the restriction and Rolling Hills shall cooperate in restricting the access.

D. Designated Parking Area – Condition and Maintenance. The City makes no representations as to the condition of the Designated Parking Area and Rolling Hills accepts the Designated Parking Area in its "AS-IS" and "WHERE-IS" condition.
1. Rolling Hills shall immediately notify the City of any repair or maintenance required to correct or remedy any unsafe area or condition.

2. Throughout the term of this Agreement, Rolling Hills, at its sole cost and expense, shall maintain the Designated Parking Area in a neat and orderly manner and free of debris. Prior to the end of the term of this Agreement, Rolling Hills shall ensure that the Designated Parking Area is left in substantially the same condition or better in which it existed prior to Rolling Hills' use.

E. **Term.** This Agreement, if fully signed by an authorized representative of each Party, shall be effective from the date signed and continue for period of one year concluding on June 30, 2021. This Agreement shall automatically renew each year (for up to an additional two consecutive one-year terms) with the final renewal expiring on June 30, 2023.

F. **Termination.** Either Party may terminate this Agreement and the License granted hereby at any time during the Term, without cause, by providing the other Party written notice of termination. No prior written notice of termination is required for the City to terminate the Agreement, unilaterally and immediately, for cause, based on Rolling Hills' failure to comply with, or default under, this Agreement. In such an instance, termination is effective immediately upon notice by the City.

G. **Indemnification.** Rolling Hills shall indemnify, save, hold harmless, and defend the City from, for, and against any and all losses, claims, actions or judgments for damages, or injury to persons or property, and losses and expenses (collectively, "Claims") caused, in whole or in part, or incurred by Rolling Hills, its officers, employees, contractors, servants, agents, guests, volunteers, or business invitees, and not caused by or arising from the negligent, willful acts or omissions of the City or its officers, employees, contractors, tenants, servants, agents, guests, or business invitees. The indemnification obligations of Rolling Hills shall expressly survive any expiration or termination of this Agreement and the License granted hereby.

H. **Insurance.** Prior to use of the Licensed Premise for the purposes stated herein, Rolling Hills shall obtain, at its own cost and expense, and shall thereafter maintain at all times throughout the term of this Agreement and any extensions thereof, commercial general liability insurance, under which the City shall be a named insured, in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save, hold harmless and defend the City as provided herein. If, as a result of any action or inaction by Rolling Hills or any of its officers, employees, contractors, tenants, servants, agents, guests, or business invitees, the City becomes liable for an amount in excess of these mandatory insurance minimums, Rolling Hills expressly covenants and agrees to indemnify, save, hold harmless, and defend the City and its officers, employees, and volunteers from and
for all such amounts of losses, claims, actions, judgments for damages, and liability to persons or property that arise as a result of the activities contemplated pursuant to this Agreement. Upon request from the City, Rolling Hills shall provide the City with a certificate of insurance or other proof evidencing Rolling Hills' compliance with the requirements of this paragraph, which may include evidence or proof that Rolling Hills is insured for the minimum amounts required by this section. The insurance obligations of Rolling Hills shall expressly survive any expiration or termination of this Agreement and the License granted hereby.

I. **Environmental Compliance.** Rolling Hills shall, in exercising its rights and responsibilities herein, comply with all environmental laws. Rolling Hills shall not be responsible for remediation or increased remediation costs for any condition existing on the Designated Parking Area at the time this Agreement is entered.

J. **Rights Retained by the City.** In granting this License, and at all times during the term thereof, the City expressly retains all rights over the Designated Parking Area that are not expressly granted to or conferred upon Rolling Hills in this Agreement, including, without limitation, the right to use the Designated Parking Area for all purposes not inconsistent with Rolling Hills' rights hereunder.

III. **GENERAL TERMS**

A. **Notices.** All notices and demands required or desired to be given under any provision of this Agreement shall be in writing and delivered to the receiving party at the respective addresses set forth below, or to such other addresses as either party may designate by written notice pursuant to this Section. Each such notice and demand shall be deemed given or made as follows: (i) if sent by hand delivery or electronic mail, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. Mail, first class and postage prepaid; (iii) if sent by overnight mail, upon the earlier of receipt or the day after deposit with the overnight carrier, or as otherwise required herein.

If to **Rolling Hills:** Rolling Hills Public Charter School, Inc.
Shane Pratt, Administrator
8900 N. Horseshoe Bend Road
Boise, ID 83714

If to the **City:** Doug Holloway, Director
Boise City Dept. of Parks and Recreation
1104 Royal Boulevard
Boise, Idaho 83706

B. **Entire Agreement.** This Agreement shall constitute the entire agreement with respect to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated in this Agreement.
C. Modification of Agreement. Any modification of this Agreement shall be in writing and signed by the City and Rolling Hills, or their respective heirs, successors, or assigns.

D. Attorneys' Fees. In the event of any controversy, claim, or action being filed or instituted to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party shall be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

E. Governing Law. This License, and this Agreement by which it is granted, shall be governed by, construed, and enforced in accordance with the laws of the state of Idaho.

F. Severability. Any term, condition, or provision of this Agreement that is held to be invalid, void, illegal, or unenforceable by a court of competent jurisdiction shall be stricken and shall in no way affect, impair, or invalidate any other term, condition, or provision. All remaining terms, conditions, and provisions of this Agreement shall be deemed separate and severable, and shall remain in full force and effect, unaffected by striking the offending term, condition, or provision. To that end, each term, condition, and provision of this Agreement is hereby declared to be severable.

G. No Assignment. Neither Party shall assign, transfer, hypothecate, or sell any of its rights or duties under this Agreement, and no Party shall make an assignment of the License granted hereby, without prior written consent of the other Party.

H. Authority. By executing this Agreement on behalf of a Party, the person so executing represents and affirms to the other Party that he or she possesses actual authority to do so.

IN WITNESS WHEREOF, the authorized representative(s) of each Party now subscribe their respective names, the date first written above.

END OF AGREEMENT

[SIGNATURES FOLLOW ON NEXTPAGE]
FOR BOISE CITY:

By: ____________________________

Lauren McLean, Mayor

ATTEST:

Lynda Lowry, Ex-Officio Boise City Clerk

FOR ROLLING HILLS CHARTER SCHOOL, INC.

By: ____________________________

Name: Shane Pratt
Title: Administrator
TO: Mayor and Council
FROM: Rhiannon Avery, Planning and Development Services
NUMBER: RES-261-20
DATE: June 24, 2020
SUBJECT: CATCH, Inc. - CDBG CARES Funding

BACKGROUND:
This project was included in the First Amendment Annual Action Plan 2019 - CARES Act that was approved by Mayor and Council on May 19, 2020, by RES-197-20.

FINANCIAL IMPACT:
No General Fund Impact for Federal Funds

ATTACHMENTS:

- EXHIBIT A: Agreement (PDF)
CITY OF BOISE

Resolution NO. RES-261-20

BY THE COUNCIL

BAGEANT, CLEGGE, HALLYBURTON, SANCHEZ, THOMSON AND WOODINGS

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT) AND CATCH, INC., FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS HOMELESS SERVICES, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 318-19, adopted by the Boise City Council and approved by the Mayor of Boise City on July 17, 2019, an application was filed with the United States Department of Housing and Urban Development to obtain Federal funds to achieve, locally, the objectives of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, and Title 3, Chapter 5, Boise City Code; and

WHEREAS, it was necessary that the 2019 application for Federal Financial Assistance, and the 2019 Consolidated Housing and Community Development Annual Action Plan, be submitted to the U.S. Department of Housing and Urban Development for the city of Boise City to receive Community Development Block Grant and Home Investment Partnerships Program funding; and

WHEREAS, said funds were appropriated by the United States Congress and were made available for the City of Boise to carry out a local housing and community development strategy; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City of Boise has determined it necessary to formally amend its 2019 Consolidated Housing and Community Development Annual Action Plan in accordance with the Community Development Block Grant Program, Community Development Block Grant CARES, Consolidated Plan Regulations and the Citizens Participation Plan at 24 CFR Part 91; and
CITY OF BOISE

WHEREAS, by Resolution No. 197-20, adopted by the Boise City Council and approved by the Mayor of Boise on May 19, 2020, an amendment was filed with the United States Department of Housing and Urban Development; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

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

Section 1. That the agreement by and between the city of Boise City and CATCH, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein by reference, shall be, and hereby is, approved both as to form and content.

Section 2. That the Mayor and City Clerk, respectively, shall be, and hereby are, authorized to execute and attest the attached agreement on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
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EXHIBIT A

CFDA 14-218
B-20-MC-16-0001

AGREEMENT BETWEEN THE CITY OF BOISE CITY
AND
CATCH, Inc.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CARES FUNDS

This Agreement is entered into this ____ day of __________, 2020, by and between the city of Boise City, a municipal corporation formed and existing pursuant to Title 50, Idaho Code ("City" or "Grantee") and CATCH, Inc., an Idaho non-profit corporation ("Subrecipient"). City and Subrecipient may be referred to herein as the "parties" or a "party" as the case may be.

RECITALS

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 ("Act"); and

WHEREAS, the City is the direct recipient of the U.S. Department of Housing and Urban Development (HUD) and acts as a financing disbursement conduit between HUD and service providers to implement programs, including, but not limited to funds associated with Community Development Block Grants ("CDBG"), consistent with the requirements of 24 CFR Part 570 and 2 CFR Part 200, which implement requirements of the Act and/or HUD for CDBG programs, which requirements Subrecipient agrees to comply with and all of which are hereby incorporated as part of this Agreement; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

AGREEMENT

NOW, THEREFORE, for valuable consideration, including the recitals above which are hereby incorporated below, it is agreed between the parties hereto that;

CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 2
I. SCOPE OF SERVICE

A. Eligible Activities
The Subrecipient will be responsible for administering a CDBG program through an activity, known as Homeless Services (03T), as defined herein, in a manner satisfactory to the City and consistent with any standards required as a condition of providing the funds. Such programs will include the following activities eligible under the CDBG program as defined by 24 CFR 570.208(a)(2).

Program Description
The Subrecipient will assist 292 non-duplicated homeless and low to moderate income households with rapid rehousing, housing search assistance, and case management (which also may be referred to herein as the “CDGB Program”, “Program”, “program” and/or “Project” or “project”) as a result of COVID-19.

Activities
The Subrecipient will provide the following activities to eligible clients as defined in I(V)A below: assess homeless households for prioritization of rapid rehousing, housing search assistance, and case management services to intentionally collaborate to end homelessness for the household.

General Administration
Community Development Block Grant funds will be used to reimburse salaries for three existing case managers and three new case managers.

Administrative Office Location
The primary administrative office is located at CATCH, Inc., 503 S. Americana Boulevard, Boise, Idaho 83702.

B. Performance Measurement
The Program’s effectiveness will be measured by:
* Applicant/Beneficiary Data Report (Example: Attachment 5; ZoomGrants “Reporting”); and
* Reimbursement Request (ZoomGrants “Financial”).

C. National Objectives
The Subrecipient certifies, represents and warrants that the Program will meet one or more of the CDBG program’s national objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208 (“National Objectives”).

D. Staffing
The Subrecipient agrees to provide the City with a staff list with names, job titles and descriptions prior to the Subrecipient’s initial reimbursement request.

E. Project Schedule
The Subrecipient shall submit a signed, dated, and detailed Project Schedule (Attachment 1). The Project Schedule must indicate the start and end dates for different project elements. The Project Schedule shall be submitted as a companion document with this Agreement. A revised Project Schedule shall be submitted when delays of thirty (30) days or more are anticipated or experienced.

F. Compliance / Performance Monitoring
The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a specified period of time after notification by the City, Agreement suspension or termination procedures may be initiated at the discretion of the City.

(i). The Subrecipient will be allowed no more than three non-compliance performance standards throughout the contract. Non-compliance includes, but is not limited to: missing a deadline, providing inaccurate monthly data, and/or not providing correct supporting documentation. The first occurrence will result in a warning; the second a formal letter; and the third will result in a formal letter notifying that the Subrecipient is not eligible to request funding for the following grant cycle.

(ii.) Should the Subrecipient receive two or fewer warnings, it will receive recommendation for on-going funding in the following grant cycle.

II. TIME OF PERFORMANCE/AGREEMENT TERM

Services of Subrecipient shall start on April 1, 2020 and shall be completed by March 31, 2021. The terms and conditions of this Agreement shall be automatically extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including Program Income [if applicable, defined in VII(C)(2)] solely for the purposes of close out under VII(B)(6), and shall immediately expire upon completion of close out.

III. BUDGET AND PAYMENTS

The budget shall be in the amount and format as approved by the City in the Budget Summary (Attachment 2), not to exceed the total amount as stated below. Upon approval by the City, the budget shall be incorporated herein by this reference. In the event the City requires more information prior to approval of the budget, the Subrecipient shall provide such supplementary budget information in a timely manner.
in the form and content prescribed by the City. Any indirect costs charged must be consistent with the conditions of VII(C)(3) of this Agreement. The Budget Summary may be amended as provided for amendments to this Agreement in VI(G).

It is expressly agreed and understood that the maximum amount available for reimbursement by the City to the Subrecipient under this Agreement shall not exceed **One Hundred Ninety-Nine Thousand Four Hundred and 00/100 Dollars ($199,400.00)**.

The effectiveness of this Agreement is conditioned upon the following: City receiving its CDBG entitlement from HUD, City approval of this Agreement and Budget Summary, any necessary environmental clearances, Subrecipient’s presentation of acceptable insurance certificates, and initial certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200. If the above initial conditions are not met, this Agreement shall be considered null and void and of no force or effect for either party.

Eligible expenses incurred will be reimbursed for activities performed on or after **April 1, 2020**, and after a Notice to Proceed has been issued by the City. Drawdowns for the payment of eligible expenses and general administration shall be made against the Budget Summary and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200, as determined by the City from time to time.

Notwithstanding anything to the contrary in this Agreement, the City has the right to decline any individual reimbursement payment request by Subrecipient under this Agreement if such payment is either not approved by the City Council, if Subrecipient materially fails to meet its Agreement requirements as determined by the City in its sole discretion, and/or this Agreement is otherwise terminated.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

City:

Rhiannon Avery, Grants and Programs Manager  
City of Boise – Housing and Community Development  
150 N. Capitol Boulevard  
Boise, Idaho 83702  
(208) 570-6832

Subrecipient:

Stephanie Day, Executive Director

CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 5
V. SPECIAL CONDITIONS

A. Persons who are eligible to receive funds pursuant to this Agreement and the CDBG program must meet the following requirements: reside within the City of Boise, Idaho, meet the income guidelines in Attachment 4 (as updated) ("Client"), and are seeking assistance as a result of COVID-19. If a person does not meet the above requirements, the Subrecipient must deem the person ineligible, no longer a Client, and must immediately suspend use of federal funds for the Client.

B. The Subrecipient shall ensure compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation Act, and Americans with Disabilities Act requirements as indicated in Attachment 4.

C. The City reserves the right to make unannounced agency visits in order to verify compliance with all program requirements.

D. The Subrecipient may utilize Attachment 7 to determine annual household income of the Client based on CDBG criteria.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the City’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City’s responsibility for initiating the review process under the provisions of 24 CFR Part 52, and all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.
Accordingly, it is the Subrecipient’s obligation to pay all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance for its services performed under this Agreement.

C. **Hold Harmless**
The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including all officials and employees, from any and all losses, allegations, claims, actions, suits, charges, costs, fees and judgments whatsoever that arise out of the Subrecipient’s performance or non-performance directly or indirectly related to the services or subject matter in this Agreement, including, but not limited to, Subrecipient’s, or Subrecipient’s subcontractors’, failure to comply with any requirements of the Act, HUD, City and/or other applicable federal, state and/or municipal laws, statutes, regulations and/or requirements.

D. **Worker’s Compensation**
The Subrecipient shall provide Workers’ Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

E. **Insurance and Bonding**
The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to all reimbursement from the City.

The Subrecipient shall comply with the bonding requirements of 2 CFR 200.325.

The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including its officials and employees, from and for any all losses, allegations, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Subrecipient, its servants, agents, employees, guests, and business invitees, directly or indirectly related to this Agreement, and not caused by or arising out of the tortious conduct of the City or its employees. In addition, the Subrecipient shall maintain and specifically agrees that it will maintain, commencing upon execution of the agreement and continuing thereafter throughout the term of this agreement, liability insurance, in which the City shall be named as an additional insured in the minimum amount 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 duty to indemnify the City stated above.

F. **Grantee Recognition**
The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement in part by providing an affirmative marketing plan as described in IX(B)(2) below. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments**

The City and the Subrecipient may amend this Agreement (including Attachments) at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations, and approved by the City’s governing body, unless the City determines in its discretion that approval of the amendment by the City’s governing body is not necessary. Amendments shall not invalidate this agreement, nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

Additionally, the City may, in its discretion, unilaterally amend this Agreement (including Attachments) to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons; provided that, if such amendments result in a change in the funding, the scope of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Subrecipient.

H. **Default; Suspension or Termination**

In accordance with 2 CFR 200, subpart d, the City may suspend or terminate this Agreement, or exercise any other remedies stated therein, if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with the Act or any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, subpart d, this Agreement may also be terminated by either the City or the Subrecipient, in whole or in part, by
setting forth the reasons for such termination; the effective date, and, in the
case of partial termination, the portion to be terminated. However, if in the
case of a partial termination, the City determines that the remaining portion of
the award will not accomplish the purpose for which the award was made, the
City may terminate the award in its entirety.

Subrecipient will be reimbursed by the City for Health Care Services
conducted through the effective date of the termination, unless such Health
Care Services were in default of this Agreement. If this Agreement is
terminated, Subrecipient will immediately undertake the required close out
procedures described herein.

In the event of any termination of this Agreement, at the City’s option,
Subrecipient will provide all finished or unfinished documents, data, studies,
surveys, maps, models, photographs, reports of other materials prepared by
the Subrecipient under this Agreement within a reasonable period of time after
the City’s request. This obligation shall survive the expiration and/or earlier
termination of this Agreement.

Subrecipient shall be considered in default under this Agreement if it fails to
materially comply with any terms, conditions, representations, and/or
warranties in this Agreement. In addition to the termination of this
Agreement, or the suspension of payments until such default is cured, the City
shall have all rights and remedies against Subrecipient for such default under
applicable law, including, but not limited to, those remedies described in 24 2
CFR 200, subpart d, Subrecipient’s return of any and all CDBG funds to the
City, payment of any and all penalties, costs and expenses related to the Act
and/or HUD enforcement, specific performance, and/or any and all damages
caused by Subrecipient’s failure to comply with this Agreement.

1. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement
shall be in compliance with the requirements of 2 CFR 200.310-316 and 24
CFR 570.502, 570.503, and 570.504, and 570.505 as applicable, which
include but are not limited to the following:

1. Subrecipient shall transfer to the City any CDBG funds on hand and any
accounts receivable attributable to the use of funds under this Agreement
at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient’s control that was acquired or
improved in whole or in part with CDBG funds (including CDBG funds
provided to the Subrecipient in the form of a loan) under this Agreement
in excess of $25,000.00 (Twenty-five Thousand Dollars and 00/100) shall
be used to meet one of the National Objectives in 24 CFR Part 570.208
until five (5) years after expiration of the Agreement or for such longer period of time as determined to be appropriate by the City. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a National Objective for the prescribed period of time, the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBF program or (b) retained after compensating the City in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VII. ADMINISTRATIVE REQUIREMENTS

A. **Applicability of OMB Circulars**

1. **Accounting Standards**
   The Subrecipient shall comply with 2 CFR 200, subpart d, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. **Cost Principles**
   The Subrecipient shall administer its program in conformance with 2 CFR 200, subpart e. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Recordkeeping**

1. **Records to be Maintained**
   The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 and any other regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities, see Attachment 5;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention
The Subrecipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the conclusion or termination of all activities funded under this Agreement.

Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the five (5) year period, whichever occurs later.

This Section shall survive the expiration or earlier termination of this Agreement.

3. Applicant/Beneficiary Data
The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to income level or other basis for determining eligibility, and description of service provided. Such information shall be made available for review upon the City's request. Data related to disability status is addressed in Attachment 5.

4. Disclosures
The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of
the City or the Subrecipient’s responsibilities with respect to services provided under this Agreement, is prohibited by the Right to Financial Privacy Act of 1978 (12 U.S.C. Chapter 35) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. **Property Records**
The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR 570.503(b)(7) as applicable.

6. **Close-Outs**
The Subrecipient’s obligation to the City shall not end until all close-out requirements are completed, and the term of this Agreement shall be extended for such period until completion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to the City), and determining the custodianship of records.

7. **Audits & Inspections**
All the records with respect to any matters covered by this Agreement shall be made available to the City, HUD, their designees or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. This obligation shall survive the expiration or earlier termination of this Agreement.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning the Subrecipient audits and as applicable, 2 CFR 200, subpart f. Agency audits are to be submitted to the City within thirty (30) days of completion.

C. **Reimbursement Procedures and Reporting**

1. **Reimbursement**
The City will reimburse the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with this Agreement, the approved budget summary, the eligibility of costs, and City policy concerning reimbursements. Approval of reimbursement requests will also be contingent upon certification of the Subrecipient’s financial management system in accordance with 2 CFR 200, subpart d.

Reimbursement requests shall be submitted in the format found in the Financial Section of ZoomGrants. Requests shall be accompanied by supporting documentation providing evidence of Subrecipient expenditures. Supporting documentation shall include but not be limited to time sheets signed and dated by both the employee(s) and the supervisor. The employee’s job title shall also be reflected on the time sheet. If in the event personnel costs are not being paid entirely with CDBG funds from the City, the time sheet shall reflect the appropriate hours and the funding source(s) for non-CDBG hours. A sample time sheet shall be submitted to the City for approval prior to processing reimbursement requests for salaries. Solicitation of funds and/or any type of fundraising by an employee is not an eligible activity for reimbursement with CDBG funds.

If Subrecipient is requesting reimbursement for personnel costs, the City will process requests when supported by job descriptions and the name of employees identified in writing to the City. If in the event the Subrecipient experiences a staff change in a program supported by the City’s CDBG funds, the Subrecipient agrees to provide an amended budget summary (or personnel summary if wages are the same) identifying the change of personnel.

Requests for reimbursement of rental or mortgage assistance shall be accompanied by an invoice, copy of check paid to the landlord or mortgage company and a copy of the lease or deed.

The amount of each reimbursement request must be limited to eligible costs incurred where the Subrecipient has provided documentation acceptable to the City. The Subrecipient may amend the budget by submitting a revised budget summary to the City for approval in the format described in Attachment 2. The City will not process reimbursement requests unless expenses are consistent with the approved Budget Summary.

The Subrecipient agrees to submit all reimbursement requests within fifteen (15) calendar days from the close of each month of the program year except for the final reimbursement request and to forfeit

CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 13
reimbursement for any costs not requested within this timeframe unless otherwise authorized by City.

The Subrecipient agrees to submit its final reimbursement request no later than twenty (20) days from the close of the program year.

2. **Program Income**
   The Subrecipient shall report monthly all Program Income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement.

   The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitation, the Subrecipient may use such income during the Agreement term only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income balances on hand.

   All unused Program Income shall be returned to the City at the end of the Agreement term. Any interest earned on cash advances from the U.S. Treasury is not Program Income and shall be remitted promptly to the City.

3. **Indirect Costs**
   If indirect costs are charged, the Subrecipient will submit to the City for approval an indirect cost allocation plan within thirty (30) days from the execution of this Agreement. The allocation plan must have been reviewed and approved by the Subrecipient's cognizant federal agency as defined by 2 CFR 200, subpart e, whichever is applicable, and must be current within twelve (12) months from the effective date of this Agreement.

4. **Progress Reports**
   The Subrecipient agrees to provide monthly Applicant/Beneficiary Data (Example: Attachment 5) and Biannual Success Stories. Both are done within reporting perimeters as defined in ZoomGrants.

5. **Narrative Reporting**
   The Subrecipient agrees to submit the following:
   a) Biannual report due by April 15, 2021. Refer to ZoomGrants “Reporting” for directions.

   b) Annual narrative report within twenty (20) calendar days of the close of the Program year. Refer to ZoomGrants “Reporting” for directions.
D. **Procurement**

1. **Compliance**
   
The Subrecipient shall comply with current federal, state, and local City requirements concerning the purchase of equipment and real property and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (including but not limited to unexpended Program Income, property, and equipment) shall revert to the City upon termination of this Agreement, except as may be otherwise provided above in VI(I).

2. **OMB Standards**
   
The Subrecipient shall procure all materials in accordance with the requirements of 2 CFR 200, subpart d; Procurement Standards and Property Management Standards as modified by 24 CFR 570.503(b)(7) covering utilization and disposal of property. The following provisions shall also be applied to subcontracts.

   (a) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate;

   (b) All Agreements in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such Agreements shall describe conditions under which the Agreement may be terminated for default as well as conditions where the Agreement may be terminated because of circumstances beyond the control of the contractor, including automatic termination of the Agreement upon expiration and/or termination of this Agreement between the City and Subrecipient.

   (c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds $100,000. For those contracts or subcontracts exceeding $100,000, HUD may accept the bonding policy and requirements of the recipient, provided HUD has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”

(5) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(6) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this rule, as applicable. Appendix A is included as Attachment 8 to this Agreement.

(7) All contracts shall state that they are subject to the terms and conditions of this Agreement, that the subcontractor has received a copy of this Agreement, and that in the event of a conflict, the terms and conditions of this Agreement shall control.

3. **Travel**

   The Subrecipient shall obtain written approval from the City for any travel outside the Boise Metropolitan Statistical Area (MSA) with funds provided under this Agreement.
VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under sections 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.)

The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance
   The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11375 and 12086.

2. Non-Discrimination
   The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, gender, gender identity/expression, sexual orientation, disability or other handicap, age, marital status or status with regard to public assistance.

3. Land Covenants
   This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined in the sale, lease, or rental, or in the use or occupancy.
of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504**
   The Subrecipient agrees to comply with federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 706), which prohibits discrimination against the handicapped in any federally-assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action and Marketing Plans**

The Subrecipient shall utilize its existing Affirmative Marketing Plan.

1. **Affirmative Action Plan – (Employment)**
   If applicable, the Subrecipient agrees that it shall develop and carry out an affirmative action plan consistent with the principles as provided in President’s Executive Order 11246 as amended.

   a. Contracts and subcontracts not exceeding $10,000.00 are exempt from this clause.
   b. Supply and service (non-construction) contracts with fifty (50) or more employees and contracts of $50,000.00 or more are required to submit an affirmative action plan.
   c. Contractors and subcontractors which hold any federal or federally-assisted construction contract in excess of $10,000.00 are required to submit an affirmative action plan.

2. **Affirmative Marketing Plan – (Services and Housing)**
   The Subrecipient shall utilize its current affirmative marketing efforts. The affirmative marketing plan is developed in order to further the non-discrimination and equal opportunity objectives of Title VIII of the Civil Rights Act of 1968 and Executive Order 11063. The affirmative marketing plan is subject to the approval of the City. The affirmative marketing plan shall identify specific groups that are least likely to apply for housing and/or services (i.e. race, color, national origin, age, religion, gender, disability or other handicap, or familial status), and must include strategies to inform these groups of the housing or program opportunities offered by the Subrecipient.

   The affirmative marketing plan may include the following elements:
Advertising and press releases to the local media (newspapers of general circulation, radio, television, etc.).

Brochures and leaflets placed in City of Boise's Division of Housing and Community Development, the offices of the Boise City-Ada County Housing Authority, employment centers, other agencies serving low- and moderate-income persons, websites publication, 2-1-1 Care Line, and on-site signage.

Identification of groups least likely to apply.

Special outreach to groups least likely to apply may be accomplished through activities like:
- Offering publications and messages in languages other than English.
- Placing announcements in minority, ethnic, women's, disability, neighborhood, special interest, family, community-based, faith-based, social service entities, housing counseling agencies, or school newspapers and brochures.
- Distributing outreach materials at events sponsored by these organizations.
- Making presentations to these groups and/or obtaining outreach support from them.
- Accessing minority community organizations or those organizations primarily serving or advocating for minorities, minority faith-based groups, and/or the disabled, etc.

In addition, providers of housing (five (5) or more units):
- Must use the equal housing logo on written communications and marketing material: (http://www.hud.gov/library/bookshelf15/hudgraphics/theologo.cfm).
- May visit tenants and owners in buildings selected for rehabilitation and posting signs marketing the program in each project site.
- May seek the cooperation of the Boise City-Ada County Housing Authority to notify those on the waiting list of upcoming unit availability.
- May utilize HUD Form 935.2, Affirmative Fair Housing Marketing Plan, as a guide to organizing and documenting the affirmative marketing plan (http://www.hud.gov/offices/adm/hudclips/forms).

3. Women/Minority Business Enterprises/Labor Surplus Firms

The Subrecipient and its subcontractors (if applicable) will take all necessary affirmative steps to assure that minority firms, women's
business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

The Subrecipient shall utilize the Idaho Department of Transportations Disadvantaged Business Enterprises (DBE) information to put forth efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The Subrecipient may rely on written representations by the City regarding their status as minority or female business enterprises in lieu of an independent investigation. For detailed information on DBE, visit: http://itd.idaho.gov/civil/overview.htm.

4. Access to Records
The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Notifications
The Subrecipient 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 by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an EEO or AA employer.

7. **Subcontract Provisions**
The Subrecipient will include the provisions of paragraphs IX.A. Civil Rights and IX.B. Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

1. **Prohibited Activity**
The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities; or lobbying, political patronage, and nepotism activities.

2. **Labor Standards**
The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40USC 276a-276a-5; 40 USC 327 and 40 USC 276(c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 (Two Thousand Dollars and 00/100) for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal
requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. **Section 3 Clause**

   a. **Compliance**

      If applicable, compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and order issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of Subrecipient’s subrecipients.

      Failure to fulfill these requirements shall subject the City, Subrecipient, and any of the Subrecipient’s, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by this Agreement, the Act, HUD and/or any federal, state or municipal laws, statutes or requirements through which federal assistance is provided.

      Subrecipient also agrees to include the following language in all subcontracts executed under this Agreement:

      “The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC. 170 Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very-low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low- income persons residing in the metropolitan area in which the project is located.”

      The Subrecipient certifies and agrees, if applicable, that:
1) No contractual or other disability exist which would prevent compliance with the requirements.

2) Opportunities for training and employment arising in connection with housing rehabilitation are provided to low- and very-low income person residing within the metropolitan area in which the CDBG-funded project is located (including reduction and abatement of lead-based paint hazards, housing construction, or other public construction projects).

3) Where feasible, priority shall be given to low- and very-low income persons within the service area of the project or the neighborhood in which the project is located, and to low-, and very-low income participants in other HUD programs.

4) Where feasible, CDBG contract award priority for work undertaken in connection with a housing rehabilitation -- shall be given to business concerns that provide economic opportunities for low-, and very-low income persons residing within the metropolitan area in which the CDBG-funded project is located; (including activities in the reduction and abatement of lead-based paint hazards, housing construction, or other public construction project(s)).

5) Where feasible, priority shall be given to business concerns which provide economic opportunities to low- and very-low income residents within the service area of the neighborhood in which the project is located, and to low-, and very-low income participants.

b. **Notifications**

If applicable, the Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of the Subrecipient commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts**

If applicable, the Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that a subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of
regulations under 24 CFR 135 and will not award any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. **Assignability**
   The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that City approved claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any proposed assignment or transfer shall be furnished promptly to the City.

2. **Subcontracts**
   a. **Approvals**
      The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

   b. **Monitoring**
      The Subrecipient is responsible for the performance of subcontractors, and will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance if applicable.

   c. **Content**
      The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient in the performance of this Agreement.

   d. **Selection Process**
      The Subrecipient shall ensure that all subcontracts entered into during the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subAgreements shall be provided...
to the City along with documentation concerning the selection process.

3. **Hatch Act**
The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of chapter 15 of Title V, U.S. Code.

4. **Conflict of Interest**
The Subrecipient agrees to abide by the provisions of 24 CFR 570.611, state law, and City Code and policy with respect to conflicts of interest.

   a) Applicability. 1) In the procurement of supplies, equipment, construction, and services by recipients and by Subrecipients, the conflict of interest provisions in 2 CFR 200, subpart b (200.112), respectively, shall apply. 2) In all cases not governed by 2 CFR 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its Subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 570.203, 570.204, 570.455, or 570.703(i)).

   b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate families ties, during their tenure or for one (1) year thereafter.

   c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or
appointed official of the recipient, or of any designated public agencies, or of Subrecipients that are receiving funds under this part.

5. **Lobbying**
The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient, 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 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;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, 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, it will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

6. **Lobbying Certification – Paragraph (d)**
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 pre-requisite for making or entering into this transaction imposed by 31 USC, Section 1352, “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions”. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.
7. **Copyright**

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

8. **Religious Organizations**

Subrecipients funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, or as otherwise described in 24 CFR 570.200(j) as part of the programs or services funded under this part. If a Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

A faith-based Subrecipient organization that participates in the CDBG program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, including but not limited to those as described above.

Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization’s mission statements and other governing documents.

X. **ENVIRONMENTAL CONDITIONS**

No funds will be released until an environmental assessment is conducted and there is a determination of “No Significant Impact” in compliance with 24 CFR 58 and other federal, state, and local laws and regulations. If applicable, the City will issue a Notice to Proceed once the environmental review is completed and is accepted by the City and/or HUD.

A. **Lead-Based Paint**
The Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under CDBG. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall explain the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead-level screening for Subrecipient children under seven (7) years of age. The notice should also explain that if lead-based paint is found on the property, abatement measures may be undertaken.

XI. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Idaho. In the event of any loss, allegation, dispute, claim, action, suit and/or judgment, directly or indirectly related to this Agreement, from any persons or entities, including but not limited to, HUD, Clients and/or subcontractors, the prevailing party in the resolution of such loss, allegation, dispute, claim, action, suit and/or judgment, shall be entitled to collect attorneys’ fees and costs related to the same, including, but not limited to, fees and costs incurred on appeal. All Attachments attached hereto are incorporated herein and made a part hereof. This Agreement does not create any third party beneficiary rights or obligations with respect to any Clients in the Program.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SUBROGATION.

The Subrogation Agreement attached hereto as Exhibit B is hereby incorporated into this Agreement in its entirety.
This page left intentionally blank,
Signatures on the next page.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BOISE

APPROVED BY:

Lauren McLean, Mayor Date

ATTEST:

Lynda Lowry, City Clerk Date

SUBRECIPIENT

CATCH, Inc., an Idaho non-profit corporation.

By: Stephanie Day 6/12/20

Print Name Date

AGREEMENT AMOUNT NOT TO EXCEED: $199,400.00

APPROVED AS TO FORM AND CONTENT

Rhiannon Avery, HCD Manager Date

Elizabeth Koeckeritz, Legal Department Date

Corey Pence, Risk Management Date
ATTACHMENT 1
City of Boise
Division of Housing and Community Development
PROJECT SCHEDULE

[Note: For more complicated projects such as the construction of a new facility, there would be numerous activities. The Project Schedule would be considerably expanded.]

<table>
<thead>
<tr>
<th>Project Schedule</th>
<th>Project Element</th>
<th>From: April 1, 2020</th>
<th>To: March 30, 2021</th>
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<tbody>
<tr>
<td></td>
<td>Submit Policies and Procedures for Program</td>
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<td></td>
<td>Submit Insurance Certificate</td>
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<td>Complete and file Section 504 Self-Assessment and Transition Plan</td>
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<td>Affirmative marketing list of agencies presented to in previous program year</td>
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<td>Project Personnel Submitted</td>
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<td>Personnel Wages Submitted</td>
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<td>Submit monthly Progress Reports, Reimbursement Requests, and Applicant/Beneficiary Data Reports,</td>
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<td>Final Reimbursement Request, Final Applicant/Beneficiary Report, and Performance Measurement report</td>
<td></td>
<td>Guidance: Submit within 15 days from the close of the program year. Must be accompanied by Applicant/Beneficiary Data Report.</td>
</tr>
<tr>
<td></td>
<td>Annual Report (narrative)</td>
<td></td>
<td>Guidance: Submit within 20 days of the end of program year. This report is a narrative summary of the project, its successes, challenges, or failures, and the number of persons, households or families served. See Attachment 1 – Performance Measurement Report – Part II.</td>
</tr>
<tr>
<td></td>
<td>Audit and Management Letter</td>
<td></td>
<td>Guidance: For all subrecipients receiving a total of $750,000 or more of federal assistance, an audit performed in accordance with 2 CFR 200 is required. For all other subrecipients, an audit is required and it must be presented to the City within 30 days of its receipt by the subrecipient. The auditor's Management Letter must accompany the audit. Within 30 days of the presentation of the audit, the subrecipient must explain actions it has taken to address any audit findings or concerns. Disallowed costs must be reimbursed from non-CDBG or non-federal funds.</td>
</tr>
</tbody>
</table>

CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 32
INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY FORM
The form for completion follows the instructions.

Enter all identifying information including: project number, year funded, name, and address.

I. BUDGET LINE ITEMS
A. PERSONNEL SERVICES:
   Item 1 - Enter number of employees who have the same job title (attach a list of employee names that have the same job title).
   Item 2 - Enter Title (i.e., clerk typist).
   Item 3 - Total salary for all positions with the same job title.
   Item 4 - The portion of column 3 which is directly chargeable to the CDBG Program.
   Item 5 - Subtotal of columns 3 and 4.
   Item 6 - Any anticipated extra help and/or overtime.
   Item 7 - Fringe benefits, either as a percentage of salaries or actual dollar amount.
   Item 8 - Total of items 5-7 for columns 3 and 4.

B. MATERIALS AND SERVICES: Break cost down to the appropriate line item. Below is a general description of those items.
   Item 9 - Office Supplies: These are items such as paper, pencils, ledgers, and similar items.
   Item 10 - Operating Supplies: Supplies which are used in the operation of the project: paint, hand tools, limited building supplies.
   Item 11 - Communications: Telephone, radio, and related charges. This could include data processing line charges.
   Item 12 - Travel and Training: This includes costs of travel, training, private auto mileage and miscellaneous travel expenses.
   Item 14 - Professional Services: This category includes purchased services. While certain insurance fees related to acquisition, construction, and rehabilitation are
allowed, all others are not. O & M costs are now allowable.

Item 15 - Construction Contracts: Construction includes new and major remodeling, land preparation and demolition.

Item 16 - Other: This category includes those costs not otherwise classified above.

Item 17 - Total Materials and Services: Sum of items 9-16.

C. CAPITAL OUTLAY:

Item 18 - Capital Outlay: Name the item plus the quantity (i.e., 2-file cabinets). This includes equipment, laboratory, medical and recreation equipment.

Item 19 - Real Property Acquisition: Includes land, building acquisition by purchase, appraisal and closing costs.

Item 20 - Total Capital Outlay: The sum of items 18 and 19.

Item 21 - Total Project Cost: Sum of items 8, 17 and 20, Total Cost.

Item 22 - Total Housing and Community Development Award: The total of items 8, 17 and 20, chargeable to CDBG.

II. SOURCES OF PROJECT FUNDING:

Item 1 - Federal: Other federal funds that are approved for this project.

Item 2 - State: Any state funds allocated for this project.

Item 3 - Local Cash: Pledges in hand, money raised by local fund raising events. Money being received from local or public entities.

Item 4 - City: Funds committed to this project by Boise City.

Item 5 - In-Kind Services and Supplies: Volunteers, furniture, supplies, and other contributions to which a cash value can be attached.

Item 6 - Other: Any other funding source not otherwise classified above.

Item 7 - Subtotal: Total of categories 1 through 6 (non-CDBG funds).

Item 8 - CDBG Funds: Total of line 22, above.

Item 9 - Total Project Cost: This is the sum total of categories 7 and 8 (should be the same as item 21 above).

NOTE: Item 21 minus item 22 in part I above should be reflected in this section as other sources of funding.
City of Boise  
Division of Housing and Community Development  
BUDGET SUMMARY REPORT

I. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

<table>
<thead>
<tr>
<th>1. No. of Employees</th>
<th>2. Job Title</th>
<th>3. Total Salary</th>
<th>4. Portion Chargeable to CDBG Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Subtotal
6. Extra Help/Overtime
7. Fringe Benefits

8. TOTAL PERSONNEL COSTS $ $

B. MATERIALS AND SERVICES:

<table>
<thead>
<tr>
<th>9. Office Supplies</th>
<th>0.00</th>
<th>0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Operating Supplies</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>11. Communications</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>12 Travel and Training</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>13. Legal and Public Notices</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>14. Professional Services –</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>15. Construction Agreements –</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>16. Other: (Detail) Client Rent Payments</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

17. TOTAL MATERIALS & SERVICES 0.00 0.00
C. CAPITAL OUTLAY:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Total Capital Outlay</th>
<th>Portion Chargeable to CDBG Program Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Capital Outlay: Quantity ITEM</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>19. Real Property Acquisition:</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>20. TOTAL CAPITAL OUTLAY</td>
<td>21. Total Project Cost</td>
<td>22. Total CDBG Program Award</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

II. SOURCES OF PROJECT FUNDING:

1. Federal: (Detail) $ 
2. State: (Detail) 
3. Local Cash: (Detail) 
4. County: (Detail) 
5. In-Kind Service and Supply: (Detail) 
6. Other: (Detail) CARES funding from other federal agencies for this project $ 
7. Subtotal 
8. CDBG Program Funds $ 
9. TOTAL PROJECT COSTS $
# 2019 Community Development Block Grant Income Guidelines

Boise City Median Income is $73,600

## Low Income Guidelines (80% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$41,250</td>
</tr>
<tr>
<td>2 Person</td>
<td>$47,150</td>
</tr>
<tr>
<td>3 Person</td>
<td>$53,050</td>
</tr>
<tr>
<td>4 Person</td>
<td>$58,900</td>
</tr>
<tr>
<td>5 Person</td>
<td>$63,650</td>
</tr>
<tr>
<td>6 Person</td>
<td>$68,350</td>
</tr>
<tr>
<td>7 Person</td>
<td>$73,050</td>
</tr>
<tr>
<td>8 Person</td>
<td>$77,750</td>
</tr>
</tbody>
</table>

## Very-Low Income Guidelines (50% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$25,800</td>
</tr>
<tr>
<td>2 Person</td>
<td>$29,450</td>
</tr>
<tr>
<td>3 Person</td>
<td>$33,150</td>
</tr>
<tr>
<td>4 Person</td>
<td>$36,800</td>
</tr>
<tr>
<td>5 Person</td>
<td>$39,750</td>
</tr>
<tr>
<td>6 Person</td>
<td>$42,700</td>
</tr>
<tr>
<td>7 Person</td>
<td>$45,650</td>
</tr>
<tr>
<td>8 Person</td>
<td>$48,600</td>
</tr>
</tbody>
</table>

## Extremely Low Income Guidelines (30% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$15,500</td>
</tr>
<tr>
<td>2 Person</td>
<td>$17,700</td>
</tr>
<tr>
<td>3 Person</td>
<td>$21,330</td>
</tr>
<tr>
<td>4 Person</td>
<td>$25,750</td>
</tr>
<tr>
<td>5 Person</td>
<td>$30,170</td>
</tr>
<tr>
<td>6 Person</td>
<td>$34,590</td>
</tr>
<tr>
<td>7 Person</td>
<td>$39,010</td>
</tr>
<tr>
<td>8 Person</td>
<td>$43,430</td>
</tr>
</tbody>
</table>

SOURCE: HUD.GOV FY2019 Income Limits Documentation System

CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 37
ATTACHMENT 4
City of Boise
Division of Housing and Community Development
NON-DISCRIMINATION PROVISIONS

GENERAL PROVISIONS

A. With respect to the administration of its CDBG and HOME programs, the City of Boise, its officers, agents, employees, and all its subrecipients and contractors, agree to refrain from any acts that have the purpose or the effect of subjecting qualified disabled persons to discrimination solely on the basis of disability, including:

1. Denying a qualified individual with a disability the opportunity to participate in, or benefit from, the housing, aid, benefits or services;
2. Failing to afford a qualified individual with a disability an equal opportunity to participate in, or benefit from, housing, aid, benefits or services;
3. Failing to provide a qualified individual with a disability with housing, benefits or services that afford the individual an equal opportunity to obtain the same results or benefits provided to others;
4. Providing different or separate housing, aid, benefits or services on the basis of disability, unless such action is necessary to provide qualified individuals with disabilities with housing, aid, benefits or services that are as effective as those provided to others;
5. Providing financial assistance to an agency, organization or person that is known to the City of Boise to discriminate on the basis of disability in the provision of housing, aid, benefits or services to beneficiaries in the City’s CDBG and HOME-funded programs or activities;
6. Denying a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards;
7. Denying a dwelling to an otherwise qualified individual because of his or her disability or a disability of a family member;
8. Limiting a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity afforded to other qualified individuals receiving similar housing, aid, benefits or services;
9. Denying qualified individuals with disabilities the opportunity to participate in any Federally-assisted program or activity;
10. Utilizing criteria or methods of administration, either directly or through Agreement or other arrangements, that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination solely on the basis of disability;
11. Selecting sites or locations for Federally-assisted facilities that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination under any program or activity receiving Federal financial assistance from the HUD; and
12. Failing to administer Federally-assisted programs and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities.
B. With respect to programs or activities funded in whole or in part with CDBG and HOME funds, the City of Boise, its officers, agents, employees, and all its subrecipients and Agreementors, agree to refrain from any acts that have the purpose or the effect of subjecting persons to discrimination on the basis of their race, color or national origin, including:

1. Denying an individual any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
2. Providing any housing, accommodations, facilities, services, financial aid or other benefits to a person that are different, or are provided in a different manner, from those provided to others under the program or activity, on the basis of race, color or national origin;
3. Subjecting an individual to segregation or separate treatment in any matter related to his/her receipt of housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
4. Restricting an individual in any way in access to such housing, accommodations, facilities, services, financial aid or other benefits, or in the enjoyment of any advantage or privilege enjoyed by others in connection with such housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
5. Treating an individual differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
6. Denying an individual an opportunity to participate in the program or activity through the provision of services or otherwise, or afford him/her an opportunity to do so which is different from that afforded to others under the program or activity (including the opportunity to participate in the program or activity as an employee), on the basis of race, color or national origin;
7. Denying a qualified individual the opportunity to participate as a member of a planning or advisory body on the basis of race, color or national origin;
8. Using criteria or methods of administration that have the effect of subjecting persons to discrimination on the basis of race, color or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color or national origin; and
9. Making selections of sites or locations of housing, accommodations or facilities with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the basis of race, color or national origin or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act.

SPECIFIC REQUIREMENTS

Benefits, Services and Method of Administration

1. Subrecipients shall revise its notice of nondiscrimination provided to employees and applicants for employment to include an identification of the Section 504 Coordinator (if applicable) by title and information on how to contact this person. The revision shall be made to the application for employment, the employee handbook and to all other recruitment material or publications made available to applicants for employment or to employees.

2. Subrecipients shall revise their housing application and/or application for services to add a request for the voluntary identification of the applicant’s race, national origin and disability status. The request shall state that the collected information will remain confidential and will not be used in making decisions concerning housing in the form attached as Exhibit Qj.
3. Subrecipients shall collaborate with the City in a study of the extent to which persons with disabilities apply for and participate in its housing programs and/or services, and shall submit monthly summary report reports in the form attached as Exhibit D.2.

4. Subrecipients shall include a statement in its policies and procedures of appeal rights available to rejected applicants for housing and/or services, including the right to file a Section 504 grievance (if applicable) in the form attached as Exhibit D.3.

Affirmative Marketing

Subrecipients shall develop a system for maintaining records of its efforts to affirmatively market housing units and to assess the results of these actions. The subrecipient shall submit monthly narrative reports addressing general progress of the project, impediments, and marketing and outreach to communities least likely to apply.

Subrecipients shall modify outreach to add specific efforts to reach minorities. New outreach efforts shall include advertisement in minority media, contact with leaders of minority community organizations and distribution of outreach material at events sponsored by minority community organizations.

Subrecipient Monitoring

Subrecipients shall allow the City of Boise to include monitoring for civil rights and fair housing compliance in all of its annual reviews. Pursuant to 24 CFR §84.53(e) the federal regulations provide the following:

"HUD, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph (e) are not limited to the required retention period, but shall last as long as records are retained."

Pursuant to 24 CFR §8.55(b) the federal regulations require the following:

"Each recipient shall keep such records and submit to the responsible civil rights official or his or her designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible civil rights official or his or her designee may determine to be necessary to enable him or her to ascertain whether the recipient has complied or is complying with this part. In general, recipients should have available for the Department data showing the extent to which individuals with handicaps are beneficiaries of federally assisted programs."

For purposes of this Agreement, the responsible civil rights official is the Director of the HUD Office of Fair Housing and Equal Opportunity in Seattle, Washington.
Applications for housing and services are considered without regard to age, race, color, religion, gender, national origin, familial status, or disability.

The purpose for this Data Record is to comply with federal record keeping and reporting requirements. The City of Boise makes periodic statistical reports to the federal government on all programs and services covered by the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. The completion of data regarding race, ethnicity, and disability status by the CDBG Client is OPTIONAL. However, please complete the required information regarding your household composition. If you choose to volunteer the additional information, please note that all Data Records are kept in a confidential file, and are not included as part of your application for housing or services.

Please note: INCLUSION OR EXCLUSION OF ANY DATA WILL NOT AFFECT ANY DECISION REGARDING YOUR APPLICATION FOR HOUSING PROGRAMS OR SERVICES.

Instructions for completing Beneficiary Data Record:

1. Indicate the public service for which you are applying.
2. Indicate the total number of persons in your household who are applying for services.
3. Indicate whether the head of household is female.
4. Indicate the number of persons in the household who are over the age of 62.
5. Provide a self-identification of ethnicity for all persons in the household applying for services (the total number should equal the total number of persons in your household that are reported in question #2 above).
6. Provide a self-identification of race for all persons in the household applying for services (the total number should equal the number reported in question #2 and #5 above).

Instructions for completing Disability Survey: Please indicate whether any person in your household has a disability¹, and if any, please indicate the total number of disabled persons. Mark only “yes” or “no,” and indicate the number of disabled persons in your household, if any. Please DO NOT indicate the type, nature, or severity of the disability.

¹ Please note: Under the Americans with Disabilities Act (ADA), an individual with a disability is a person who: has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. A physical impairment is defined by the ADA as “Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.” A mental impairment is defined by the ADA as: “[a]ny mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.”

CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 41
CDBG Beneficiary Data Record

Please provide the following required information regarding your household: the total number of family members, the breakdown of male and female household members, whether the Head of Household is female, and how many household members are elderly.

1. Program Applied For:

2. Total Applicants/Clients in household applying for housing or services

3. Is the Head of Household female?  
   Yes:  
   No:

4. Elderly Status:  
   How many members in household are ages 62 or over?

5. Ethnic Categories
   How many household members are of Hispanic or Latino ethnicity:
   How many household members are NOT of Hispanic/Latino ethnicity:
   Total (should total number of clients listed in question #2 above):

6. Racial/multi-racial Categories: (please indicate number of household members that apply to each racial category):
   American Indian or Alaska Native
   American Indian or Alaska Native and White
   American Indian or Alaska Native and Black or African American
   Asian
   Asian and White
   Black or African American
   Black or African American and White
   Native Hawaiian or Other Pacific Islander
   White
   Other Multi-racial (please specify):
   Total (should total number of clients listed in question #2 and #5 above):

Disability Survey

The U.S. Department of Housing and Urban Development requires periodic reports on the race, ethnicity, and disability status of applicants. This data is for statistical analysis with respect to reporting civil rights compliance for the City of Boise. **SUBMISSION OF THIS INFORMATION IS VOLUNTARY.** Mark only "yes" or "no", and indicate the number of disabled persons in your household, if any. Please DO NOT indicate the type of disability, or provide us with any information regarding the nature or severity of the disability.

7. Disability Status:
   Does any one in the applicant household have a disability:  
   Yes:  
   No:
   How many persons in your household have a disability? Enter number, if any:

For Office Use Only:  
RECORD #:  
This applicant converted to beneficiary status?  
Yes  
No
Beneficiary Data Instructions

This form is intended to be used by subrecipients who receive HOME or CDBG financial assistance from the City of Boise to report household or client data for income, race and ethnicity, female head of household, elderly members of household, and disability status information.

Income Categories
Report the total number of CDBG Clients served by household income category. Please note, although clients in households whose income exceeds 80% AMI may not be eligible for CDBG services, services providers contracted for reimbursement of salaries must report the demographic data on clients turned away, denied services or where other sources of funding was used to serve clients who were otherwise CDBG-eligible.

Female Head of Household
Report the total number of households where the head of household was female.

Elderly (Age 62 or over)
Report the total number of clients receiving services who were age 62 or over.

Racial Categories
Please note that collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below. The five racial categories as revised by the Office of Management and Budget are defined as follows:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs. Accordingly, please note that several categories have been combined into 4 additional multi-racial categories and "other" category.

Ethnic Categories
The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined as follows:

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Other. A person having origins in any of the original peoples of the Philippines, Thailand, and Vietnam.

Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Disability Status
Recipient of HUD grant fund are required to collect information regarding the disability status from applicants and beneficiaries in accordance with 24 CFR 8.55(b). This requires that the City of Boise to have information necessary to determine the extent to which individuals with disabilities apply for and participate in its programs. Please note that this information shall be solicited on a voluntary basis by the grantee. Please be advised that the grantee shall not ask persons to identify the nature or severity of a disability.

Specific Instructions for Completing the Form:

Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual responses are gathered, you should report the aggregate totals of the racial and ethnic data that you collect via the applicable categories.

Total Number of Racial Responses: Next to each of the racial categories, indicate the number of voluntary responses for each of the racial or multi-racial categories. For "Other Multi-racial" please indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations above. Please report both for period, and contract year-to-date cumulative.

Total Number of Hispanic or Latino Responses: Under this column you should indicate the total number of responses collected by those applicants indicating their ethnicity affirmatively as Hispanic or Latino. Please report both for period, and contract year-to-date cumulative.

Total Number of Disability Status Responses: Under this column you should indicate the total number of responses collected in the block checked "Yes" to the question, "Do you have a disability?" This data on disability status is being requested specifically as a requirement of the Voluntary Compliance Agreement (VCA), entered into between the City of Boise and HUD. Pursuant to Section 3.3.A.21 of the VCA, the City of Boise shall conduct a study in collaboration with its housing and community development stakeholders of the extent to which persons with disabilities apply for and participate in its housing programs and in the programs of its sub-recipients. Data should be collected for all those applicants who both apply for housing or services and for those who received housing and services – and are beneficiaries of housing and services. The data should be reported for the time period and cumulative from year-to-date.

Comparison of Total Number of Applicants who qualified for Housing and/or Services – and were reported as Beneficiaries:
Under this column, please indicate the total number of applications...
City Of Boise
Section 504 Grievance Process

The following is an overview of how the City of Boise processes Grievances filed by individuals who have experienced disability discrimination under the law called Section 504. Section 504 of the Rehabilitation Act protects you from discrimination in federally funded programs for which you qualify, and is commonly called "Section 504."

What is a Grievance?
A Grievance is a complaint on the basis of disability and in some way asking for the City of Boise’s assistance in resolving the problem. It may be submitted in writing or by using the online Grievance Form. The Grievance should contain:

- Complainant’s name and address;
- Name and address of the individual, department or organization (City of Boise sub-recipient of federal assistance) alleged to have discriminated (the "recipient"); and
- Description of the discriminatory actions and the date of those actions.
- Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
- If desired, a complainant may propose a solution or remedy to the problem.

The Grievance may be amended at any time to clarify or amplify the allegation. Although a Grievance will contain the name of the complainant, the City of Boise will keep that identity confidential unless it has written authorization from the complainant to release it or except as necessary to carry out the purpose of the Section 504 regulations, including the enforcement provisions.

When Must a Grievance be Filed?
Under Section 504, a Grievance should be filed within a reasonable time after the complainant becomes aware of the action alleged to be prohibited. All Grievances must be filed within 180 days of the alleged act of discrimination unless the City of Boise waives this time limit for good cause shown. The Grievance is deemed received on the date the City of Boise actually receives it or, if mailed, on the date it is postmarked.

Who May File a Grievance?
Any individual who believes he or she has been discriminated against on the basis of disability by a recipient of Federal financial assistance, his or her representative, or a member of a class of persons so situated, or the authorized representative of a member of that class.

Who is an Individual with Disabilities?
An individual with disabilities is any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

Where May a Grievance be Filed?
A Grievance may be filed by mail to the City of Boise, Section 504 Coordinator, 625 W, Idaho Street, Boise, Idaho 83702, 208-384-3850
City of Boise Section 504 Grievance Process

Notification to Parties
Within ten (10) days of receipt, the City of Boise will notify the complainant and the recipient that it has received the Grievance.

Notification of the Parties and the Recipient's Opportunity to Respond
Once the Grievance has been accepted, the Section 504 Coordinator for the City of Boise will notify the complainant and the recipient of its acceptance. The Section 504 Coordinator will also notify the recipient of the allegations and provide an opportunity for a written response to the allegations within thirty (30) days of receiving the notice. Like the Grievance, the recipient's response may be amended for good cause at any time.

Voluntary Resolution of the Issues
During investigation of the Grievance, the Section 504 Coordinator will make every effort to define all of the issues contained in the Grievance. Throughout the Grievance process, the Section 504 Coordinator will encourage a voluntary resolution of the matter, and will assist the parties in resolving the Grievance through informal resolution. A matter may be resolved by informal means at any time.

The Investigation and Determination
Within ninety (90) calendar days after receiving the Grievance, the Section 504 Coordinator must investigate the incident and issue a finding of whether or not discrimination was found. The Section 504 Coordinator will request all of the information that the City of Boise believes is necessary in order to fully investigate the issues in the Grievance. The Grievance investigation will involve interviews and meetings with the parties, including any witnesses or other persons identified as having some involvement in the issues of the Grievance. The Section 504 Coordinator may also conduct on-site reviews of facilities that are under the recipient's oversight, if these facilities are a part of the Grievance. Once the Grievance investigation is completed, the Section 504 Coordinator will compile all of its findings and shall issue a written determination.

Appeal Procedure
The grievant is not precluded from filing formal complaints at any time during or after the grievance process with the following state or federal agencies:

Idaho Human Rights Commission
1109 Main Street
P.O. Box 83720
Boise ID 83720-0040
(208) 334-2873

Seattle Regional Office of FHEO
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, Washington 98104-1000
(206) 220-5170
1-800-877-0246
TTY (206) 220-5185

Intermountain Fair Housing Council
1-800-717-0695

U.S. Department of Justice
Washington, D.C. 20530
Employment complaints may be filed with:

Equal Employment Opportunity Commission
2815 2nd Avenue, Suite 500
Seattle, Washington
City Of Boise
Section 504 Grievance Form

Grievance Information

Your Name: ________________________________

Your Address: ________________________________

City, State, Zip Code: ________________________________

Daytime Phone: __________________ Evening Phone: __________________

Other Contact Information

Who else can we call if we cannot reach you? ________________________________

Daytime Phone: __________________ Evening Phone: __________________

Grievance

1. What happened to you? How were you discriminated against? State briefly what happened.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. Why do you believe you are being discriminated against?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

3. Who do you believe discriminated against you?

Name: ________________________________

Address: ________________________________

Phone: ________________________________
City of Boise Section 504 Grievance Form

Please note: If this is a housing-related grievance, it is a violation of the law to deny you your housing rights for any of the following factors: age, race, color, religion, sex, national origin, familial status (families with children under 18), or disability. Sufficient data should be included to substantiate any claims or charges.

Additional supporting documentation may be attached.

4. Where did the alleged act of discrimination occur?

Address: ________________________________________________________________

City, State, Zip Code: ____________________________________________________

5. When did the last act of discrimination occur?

Enter the date (mm/dd/yyyy) _________________________________

Is the alleged discrimination continuous or ongoing? _Yes _ No

6. Is there any solution you believe may remedy the problem?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signature ___________________________________________ Date ________________

Send this form to:
Attn: Section 504 Coordinator
625 W. Idaho Street
Boise, Idaho 83702
208-384-3850
ATTACHMENT 7
City of Boise
Division of Housing and Community Development
ANNUAL INCOME

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for Hourly Employment:

Household Member #1

Job #1:
Hourly Wage: $_________ X Hours Per Week ___________ = ___________ Weekly Income (a)

Job #2:
Hourly Wage: $_________ X Hours Per Week ___________ = ___________ Weekly Income (b)

(a) + (b) x 4.33 = _______________ Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) ________________ = Monthly Gross

Monthly Gross x 12 = ____________________ Annual Income

Household Member #2

Job #1:
Hourly Wage: $_________ X Hours Per Week ___________ = ___________ Weekly Income (a)

Job #2:
Hourly Wage: $_________ X Hours Per Week ___________ = ___________ Weekly Income (b)

(a) + (b) x 4.33 = ____________________ Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) ________________ = Monthly Gross

Monthly Gross x 12 = ____________________ Annual Income

____________

Did you collect source documents for income verification? ___ Yes ___ No

Are the source documents for income verification from the last 30 days? ___ Yes ___ No

____________

Total Annual Household Gross Monthly Amount $ ________________ (line C from Household Member 1+ 2)
Total anticipated Annual Household Gross Annual Amount $ ________________ (Total Annual Household) x 12

CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 48
Family/Household Size: ________.

- Low Income below 30% of median income as the annual household income is less than $_________
- Low-Mod Income 30-50% of median income as the annual household income is less than $_________
- Moderate Income over 50-80% of median income as the annual household income is less than $_________
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is a/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

Signature _______________________________ Date __________________________

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for individuals who are Salaried: If individual has part-time work in addition to a salary, please use the hourly calculations worksheet for that portion of income.

Household Member #1 _______________________________
Monthly Salary: $_________
Monthly Gross x 12 = ______________ Annual Income

Household Member #2 _______________________________
Monthly Salary: $_________
Monthly Gross x 12 = ______________ Annual Income

Did you collect source documents for income verification? ___ Yes ___ No
Are the source documents for income verification from the last 30 days? ___ Yes ___ No

Total Annual Household Gross Monthly Amount $___________(a) (Household Member 1 + 2)

Total anticipated Annual Household Gross Annual Amount $__________ (a) x 12

Family/Household Size: ________

- Low Income below 30% of median income as the annual household income is less than $_________
- Low-Mod Income 30-50% of median income as the annual household income is less than $_________
- Moderate Income over 50-80% of median income as the annual household income is less than $_________
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is a/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

Signature _______________________________ Date __________________________

CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 49
ATTACHMENT 8
City of Boise
Division of Housing and Community Development
APPENDIX A TO PART 84 - CONTRACT PROVISIONS

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:


2. *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)*—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)*—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)*—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act

CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 50
(40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **Clean Air Act (42 U.S.C. 7401 et seq.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).


8. **Debarment and Suspension (E.O.s 12549 and 12689)**—No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

**CONTRACT FOR CDBG FUNDS (CATCH, Inc.) - 51**
Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD’s rules at 24 CFR part 24, subpart F.

10. **HUD’s Definition of Homelessness and Chronic Homelessness**—For purposes of this Agreement, the term “homeless”, “homeless individual”, and “homeless person” means— (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); (4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (5) an individual or family who—

(A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—

(i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

(ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) has no subsequent residence identified; and (C) lacks the resources or support networks needed to obtain other permanent housing; and

(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—

(A) have experienced a long term period without living independently in permanent housing,

(B) have experienced persistent instability as measured by frequent moves over
such period, and (C) can be expected to continue in such status for an
extended period of time because of chronic disabilities, chronic physical
health or mental health conditions, substance addiction, histories of
domestic violence or childhood abuse, the presence of a child or youth
with a disability, or multiple barriers to employment.

(b) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-
THREATENING CONDITIONS.—Notwithstanding any other provision of this
section, HUD shall consider to be homeless any individual or family who is
fleeing, or is attempting to flee, domestic violence, dating violence, sexual
assault, stalking, or other dangerous or life threatening conditions in the
individual’s or family’s current housing situation, including where the health and
safety of children are jeopardized, and who have no other residence and lack the
resources or support networks to obtain other permanent housing.

CHRONICALLY HOMELESS

(A) IN GENERAL.—The term 'chronically homeless' means, with respect to an
individual or family, that the individual or family—
(i) is homeless and lives or resides in a place not meant for human
habitation, a safe haven, or in an emergency shelter;
(ii) has been homeless and living or residing in a place not meant for
human habitation, a safe haven, or in an emergency shelter continuously
for at least 1 year or on at least 4 separate occasions in the last 3 years;
and (iii) has an adult head of household (or a minor head of household if
no adult is present in the household) with a diagnosable substance use
disorder, serious mental illness, developmental disability (as defined in
section 102 of the Developmental Disabilities Assistance and Bill of Rights
Act of 2000 (42 U.S.C. 15002)), post traumatic stress disorder, cognitive
impairments resulting from a brain injury, or chronic physical illness or
disability, including the co-occurrence of 2 or more of those conditions.

(B) RULE OF CONSTRUCTION.—A person who currently lives or resides in an
institutional care facility, including a jail, substance abuse or mental health
treatment facility, hospital or other similar facility, and has resided there for fewer
than 90 days shall be considered chronically homeless if such person met all of
the requirements described in subparagraph (A) prior to entering that facility.
EXHIBIT B

DUPLICATION OF BENEFITS AFFIDAVIT

Small Business Loan and Grant Implementation, CDBG CARES Act

**Description:** As part of the *CARES Act, Small Business Loan and Grant Program Design and Implementation Toolkit*, the Duplication of Benefits (DOB) Affidavit may be used to assist CDBG-CV grantees in verifying all funding a business has received for CARES Act related projects in order to eliminate any duplication of benefits. Note the Affidavit requests insurance information (e.g. policy number, insurance name) regardless if an applicant submitted a claim or received funding. This information provides a grantee the opportunity to verify a participant’s information with each insurance company—similar to the data sharing practice a grantee will undertake with FEMA and SBA.

**Modification of Source Documents Provided by:** City of Boise, Housing and Community Development

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This is not an official HUD document and has not been reviewed by HUD counsel. It is provided for informational purposes only. Any binding agreement should be reviewed by attorneys for the parties to the agreement and must conform to state and local laws.

U.S. Department of Housing and Urban Development
Community Planning and Development, CARES Act
DUPLICATION OF BENEFITS AFFIDAVIT

INSTRUCTIONS

The affidavit is divided into four (4) components:

1. Assistance received from other CARES Act business assistance projects being administered by the grantee;
2. Insurance assistance received for CARES Act related projects; and,
3. Government, bank and any and all other funding received by a business for CARES Act related projects.
4. Attachments;
5. Signature(s)

Read each component in full and provide the accurate information.

Part 1. Other Federal Programs Assistance Duplication of Benefits Affidavit

This affidavit must be completed by all businesses that have applied for and/or received any assistance from the CARES Act. The information within this affidavit will provide the City of Boise with vital information for processing the application required by the Stafford Act Section 312 on Duplication of Benefits.

Indicate with an “X” the program(s) for which your business is applying AND any program your business has previously received funds from.

- [ ] Small Business Loan, through the SBA for general operations
- [x] PPP Loan for this project;
- [x] PPP Loan for other programs administered by our agency
- [x] ESG
- [ ] Bank loan for the project
- [ ] Bank loan for other programs administered by our agency

Part 2. Insurance Duplication of Benefits Affidavit

Insurance company information must be completed even if the Company named herein did not receive insurance monies as compensation for the COVID-19 Pandemic. If there were insurance claims due to COVID-19, the name of the insurance company, policy number, claim number, and settled amount, if any, must be completed. Copies of the insurance policies in place at the time of COVID-19, and any correspondence with the insurance companies on or after April 1, 2020 must be attached to this affidavit.

This section must be signed in front of a notary public.

Before me, the undersigned authority, on this day personally appeared to the person named below, who, being by me duly sworn under penalty of perjury and penalty of violation of Federal and State laws applicable to CATCH, Inc.’s application for and receipt of a grant or forgivable loan under the made the following statements and swore that they were true:

1. I hereby state that I am the authorized signatory of CATCH, Inc. (the “Applicant”) and am duly authorized by the Applicant to make the certifications contained in this Affidavit on behalf of the Applicant.

CARES Act/CDBG-CV: Duplication of Benefits Affidavit 1
2. I hereby state and certify to the United States Department of Housing and Urban Development and to The City of Boise as follows:

- On any date on or after April 1, 2020 of COVID-19 Pandemic, CDBG-CV funds will be used to prevent, prepare for, and respond to the coronavirus pandemic.

- On any date on or after April 1, 2020, COVID-19 Pandemic, you will notify the City of Boise if you attempted to file an insurance claim(s) for operational losses or any other kind of insurance claim for business interruptions due to COVID-19 [insert name of company]. If insurance was carried by CATCH, Inc., fill in the information requested below using the insurance information in effect at the time of operational losses or business interruptions due to the COVID-19 Pandemic on or after April 1, 2020.

Please provide information regarding any such insurance policies and information regarding claims filed and paid, if any, in the designated spaces below. If no claim was filed under an insurance policy listed below, fill in the applicable blank with “None.”

<table>
<thead>
<tr>
<th>Insurance Company Name</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number</td>
<td></td>
</tr>
<tr>
<td>Type of Insurance</td>
<td></td>
</tr>
<tr>
<td>Claim Number</td>
<td></td>
</tr>
<tr>
<td>Settled Amount</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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</tr>
<tr>
<td>Claim Number</td>
<td></td>
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<tr>
<td>Settled Amount</td>
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</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>Settled Amount</td>
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<tr>
<td>Claim Number</td>
<td></td>
</tr>
<tr>
<td>Settled Amount</td>
<td></td>
</tr>
</tbody>
</table>
Part 3. Government, Bank and Other Funding Sources Duplication of Benefits Affidavit

This section identifies any sources of funds that the business has received as a result of the CARES Act, other than insurance. Sources of funds include but are not limited to: Federal, state and local loan/grant programs, private or bank loans, nonprofit donations or loans. Please indicate below the amount allocated to your business from any and all funding sources not.

Source of Funds #1

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business Administration PPP Loan</td>
<td>Help cover the cost of Administrative salaries</td>
<td>$104,590</td>
</tr>
<tr>
<td>Government Loan</td>
<td>Government Grant</td>
<td>Government Forgivable Loan</td>
</tr>
<tr>
<td>Nonprofit Grant</td>
<td>Nonprofit Loan</td>
<td>Nonprofit Forgivable Loan</td>
</tr>
<tr>
<td>Private Loan</td>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

Source of Funds #2

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Boise-CDBG Grant</td>
<td>Help cover the cost of Case Manager salaries</td>
<td>$195,000</td>
</tr>
<tr>
<td>Government Loan</td>
<td>Government Grant</td>
<td>Government Forgivable Loan</td>
</tr>
<tr>
<td>Nonprofit Grant</td>
<td>Nonprofit Loan</td>
<td>Nonprofit Forgivable Loan</td>
</tr>
<tr>
<td>Private Loan</td>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

Source of Funds #3

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government Loan</td>
<td>Government Grant</td>
<td>Government Forgivable Loan</td>
</tr>
<tr>
<td>Nonprofit Grant</td>
<td>Nonprofit Loan</td>
<td>Nonprofit Forgivable Loan</td>
</tr>
<tr>
<td>Private Loan</td>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

Source of Funds #4

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government Loan</td>
<td>Government Grant</td>
<td>Government Forgivable Loan</td>
</tr>
<tr>
<td>Nonprofit Grant</td>
<td>Nonprofit Loan</td>
<td>Nonprofit Forgivable Loan</td>
</tr>
<tr>
<td>Private Loan</td>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

Part 4. Attachments

Attached to this Affidavit are copies of the following:

CARES Act/CDBG-CV: Duplication of Benefits Affidavit
1. Each insurance policy in force on or after April 1, 2020.
2. All correspondence relating to the insurance policies described in (1) of this sentence, including correspondence regarding any claims filed under such insurance policies. No other correspondence with respect to any such insurance policies and/or claims has been received by me as of the date of this Affidavit.
3. Acceptable Documentation for each of the sources of funds acquired as a result of the April 1, 2020, COVID-19 Pandemic.

Part 5. Signature(s)

By executing this Insurance Affidavit, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

Dated this the 15 day of June, 2020.

Applicant (Affiant) Signature Print

Applicant name (Affiant)

Joint Applicant (Affiant) Signature Print

Joint Applicant name (Affiant)

SUBSCRIBED AND SWORN TO before me, by the above-named Affiant(s) this, the 15 day of June, 2020, to certify which witness my hand and official seal.

NOTARY PUBLIC

RESIDING AT: MERIDIAN, IDAHO
COMMISSION EXPIRES: AUGUST 25, 2021

My Commission Expires: __________________
TO: Mayor and Council
FROM: Rhiannon Avery, Planning and Development Services
NUMBER: RES-262-20
DATE: June 24, 2020
SUBJECT: Women's and Children's Alliance - CDBG CARES Funding

BACKGROUND:
This project was included in the First Amendment Annual Action Plan 2019 - CARES Act that was approved by Mayor and Council on May 19, 2020, by RES-197-20.

FINANCIAL IMPACT:
No General Fund Impact for Federal Funds

ATTACHMENTS:
- Exhibit A - Agreement (PDF)
CITY OF BOISE

Resolution NO. RES-262-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT) AND THE WOMEN'S AND CHILDREN'S ALLIANCE., FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS SERVICES FOR BATTERED AND ABUSED SPOUSES, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 318-19, adopted by the Boise City Council and approved by the Mayor of Boise City on July 17, 2019, an application was filed with the United States Department of Housing and Urban Development to obtain Federal funds to achieve, locally, the objectives of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, and Title 3, Chapter 5, Boise City Code; and

WHEREAS, it was necessary that the 2019 application for Federal Financial Assistance, and the 2019 Consolidated Housing and Community Development Annual Action Plan, be submitted to the U.S. Department of Housing and Urban Development for the city of Boise City to receive Community Development Block Grant and Home Investment Partnerships Program funding; and

WHEREAS, said funds were appropriated by the United States Congress and were made available for the City of Boise to carry out a local housing and community development strategy; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City of Boise has determined it necessary to formally amend its 2019 Consolidated Housing and Community Development Annual Action Plan in accordance with the Community Development Block Grant Program, Community Development Block Grant

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CITY OF BOISE

CARES, Consolidated Plan Regulations and the Citizens Participation Plan at 24 CFR Part 91; and

WHEREAS, by Resolution No. 197-20, adopted by the Boise City Council and approved by the Mayor of Boise on May 19, 2020, an amendment was filed with the United States Department of Housing and Urban Development; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

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

Section 1. That the agreement by and between the city of Boise City and the Women’s and Children’s Alliance, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, shall be, and hereby is, approved both as to form and content.

Section 2. That the Mayor and City Clerk, respectively, shall be, and hereby are, authorized to execute and attest the attached agreement on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
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EXHIBIT A
CFDA 14-218
B-20-MC-16-0001
AGREEMENT BETWEEN THE CITY OF BOISE CITY
AND
WOMEN’S AND CHILDREN’S ALLIANCE
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CARES FUNDS

This Agreement is entered into this _____ day of __________, 2020, by and between the city of Boise City, a municipal corporation formed and existing pursuant to Title 50, Idaho Code (“City” or “Grantee”) and Women’s and Children’s Alliance, an Idaho non-profit corporation (“Subrecipient”). City and Subrecipient may be referred to herein as the “parties” or a “party” as the case may be.

RECITALS

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (“Act”); and

WHEREAS, the City is the direct recipient of the U.S. Department of Housing and Urban Development (HUD) and acts as a financing disbursement conduit between HUD and service providers to implement programs, including, but not limited to funds associated with Community Development Block Grants (“CDBG”), consistent with the requirements of 24 CFR Part 570 and 2 CFR Part 200, which implement requirements of the Act and/or HUD for CDBG programs, which requirements Subrecipient agrees to comply with and all of which are hereby incorporated as part of this Agreement; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

AGREEMENT

NOW, THEREFORE, for valuable consideration, including the recitals above which are hereby incorporated below, it is agreed between the parties hereto that;

CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 2
I. SCOPE OF SERVICE

A. Eligible Activities
The Subrecipient will be responsible for administering a CDBG program through an activity, known as Services for Battered and Abused Spouses (05G), as defined herein, in a manner satisfactory to the City and consistent with any standards required as a condition of providing the funds. Such programs will include the following activities eligible under the CDBG program as defined by 24 CFR 570.208(a)(2).

Program Description
The Subrecipient will assist 2,000 non-duplicated homeless and very low to moderate income women and children residing within the City of Boise City, Idaho with crisis case management services, as defined below (which also may be referred to herein as the “CDGB Program”, “Program”, “program” and/or “Project” or “project”) as a result of COVID-19.

Activities
The Subrecipient will provide the following activities to eligible clients as defined in IV(A) below (“Clients”) as “Crisis Case Management.” The Crisis Case Manager employed by the Subrecipient will work with clients to identify crisis needs, determine program eligibility and initiate services.

General Administration
Community Development Block Grant funds will be used to reimburse salaries of the Crisis Case Manager.

Administrative Office Location
The primary administrative office is located at Women’s and Children’s Alliance, 720 W. Washington Street, Boise, Idaho 83702.

B. Performance Measurement
The Program’s effectiveness will be measured by:
* Applicant/Beneficiary Data Report (Example: Attachment 5; ZoomGrants “Reporting”); and
* Reimbursement Request (ZoomGrants “Financial”).

C. National Objectives
The Subrecipient certifies, represents and warrants that the Program will meet one or more of the CDBG program’s national objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208 (“National Objectives”).

D. Staffing

CONTRACT FOR CDBG FUNDS (WOMEN'S AND CHILDREN'S ALLIANCE) - 3
The Subrecipient agrees to provide the City with a staff list with names, job titles and descriptions prior to the Subrecipient’s initial reimbursement request.

E. **Project Schedule**
The Subrecipient shall submit a signed, dated, and detailed Project Schedule (Attachment 1). The Project Schedule must indicate the start and end dates for different project elements. The Project Schedule shall be submitted as a companion document with this Agreement. A revised Project Schedule shall be submitted when delays of thirty (30) days or more are anticipated or experienced.

F. **Compliance / Performance Monitoring**
The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a specified period of time after notification by the City, Agreement suspension or termination procedures may be initiated at the discretion of the City.

   (i). The Subrecipient will be allowed no more than three non-compliance performance standards throughout the contract. Non-compliance includes, but is not limited to: missing a deadline, providing inaccurate monthly data, and/or not providing correct supporting documentation. The first occurrence will result in a warning; the second a formal letter; and the third will result in a formal letter notifying that the Subrecipient is not eligible to request funding for the following grant cycle.

   (ii.) Should the Subrecipient receive two or fewer warnings, it will receive recommendation for on-going funding in the following grant cycle.

II. **TIME OF PERFORMANCE/AGREEMENT TERM**

Services of Subrecipient shall start on **April 1, 2020** and shall be completed by **March 31, 2021**. The terms and conditions of this Agreement shall be automatically extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including Program Income [if applicable, defined in VII(C)(2)] solely for the purposes of close out under VII(B)(6), and shall immediately expire upon completion of close out or six years, whichever is first.

III. **BUDGET AND PAYMENTS**

The budget shall be in the amount and format as approved by the City in the Budget Summary (Attachment 2), not to exceed the total amount as stated below. Upon approval by the City, the budget shall be incorporated herein by this reference. In the event the City requires more information prior to approval of the budget, the Subrecipient shall provide such supplementary budget information in a timely manner.
in the form and content prescribed by the City. Any indirect costs charged must be consistent with the conditions of VII(C)(3) of this Agreement. The Budget Summary may be amended as provided for amendments to this Agreement in VI(G).

It is expressly agreed and understood that the maximum amount available for reimbursement by the City to the Subrecipient under this Agreement shall not exceed **Forty Two Thousand Nine Hundred Ten and 00/100 Dollars ($42,910.00)**. The effectiveness of this Agreement is conditioned upon the following: City receiving its CDBG entitlement from HUD, City approval of this Agreement and Budget Summary, any necessary environmental clearances, Subrecipient’s presentation of acceptable insurance certificates, and initial certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200. If the above initial conditions are not met, this Agreement shall be considered null and void and of no force or effect for either party.

Eligible expenses incurred will be reimbursed for activities performed on or after **April 1, 2020**, and after a Notice to Proceed has been issued by the City. Drawdowns for the payment of eligible expenses and general administration shall be made against the Budget Summary and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200, as determined by the City from time to time.

Notwithstanding anything to the contrary in this Agreement, the City has the right to decline any individual reimbursement payment request by Subrecipient under this Agreement if such payment is either not approved by the City Council, if Subrecipient materially fails to meet its Agreement requirements as determined by the City in its sole discretion, and/or this Agreement is otherwise terminated.

**IV. NOTICES**

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

**City:**

Rhiannon Avery, Grants and Programs Manager  
City of Boise – Housing and Community Development  
150 N. Capitol Boulevard  
Boise, Idaho 83702  
(208) 570-6832

**Subrecipient:**

Bea Black, Executive Director

**CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 5**
Women's and Children's Alliance  
720 W. Washington  
Boise, Idaho 83702  
(208) 343-3688

Bev La Chance, Deputy Director  
Women's and Children's Alliance  
720 W. Washington  
Boise, Idaho 83702  
(208) 343-3688

V. SPECIAL CONDITIONS

A. Persons who are eligible to receive funds pursuant to this Agreement and the CDBG program must meet the following requirements: reside within the City of Boise, Idaho, meet the income guidelines in Attachment 4 (as updated) (“Client”), and are seeking assistance as a result of COVID-19. If a person does not meet the above requirements, the Subrecipient must deem the person ineligible, no longer a Client, and must immediately suspend use of federal funds for the Client.

B. The Subrecipient shall ensure compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation Act, and Americans with Disabilities Act requirements as indicated in Attachment 4.

C. The City reserves the right to make unannounced agency visits in order to verify compliance with all program requirements.

D. The Subrecipient may utilize Attachment 7 to determine annual household income of the Client based on CDBG criteria.

E. The beneficiaries of this contract are defined as Presumed Beneficiaries. As a Presumed Beneficiary, the household is defined as “low-mod”. To meet the requirements, the Subrecipient will report monthly the number of beneficiaries served and gender (if possible). The beneficiaries will be reported as “low-mod.” For racial/ethnic reporting, the numbers will be proportional to the general population of Boise (based on Census data). This reporting will eliminate the need for Attachment 5.

VI. GENERAL CONDITIONS

A. General Compliance  
The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the City's environmental responsibilities.

CONTRACT FOR CDBG FUNDS (WOMEN'S AND CHILDREN'S ALLIANCE) - 6
described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City’s responsibility for initiating the review process under the provisions of 24 CFR Part 52, and all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor**
Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

Accordingly, it is the Subrecipient’s obligation to pay all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance for its services performed under this Agreement.

C. **Hold Harmless**
The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including all officials and employees, from any and all losses, allegations, claims, actions, suits, charges, costs, fees and judgments whatsoever that arise out of the Subrecipient’s performance or non-performance directly or indirectly related to the services or subject matter in this Agreement, including, but not limited to, Subrecipient’s, or Subrecipient’s subcontractors’, failure to comply with any requirements of the Act, HUD, City and/or other applicable federal, state and/or municipal laws, statutes, regulations and/or requirements.

D. **Worker’s Compensation**
The Subrecipient shall provide Workers’ Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

E. **Insurance and Bonding**
The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to all reimbursement from the City.

The Subrecipient shall comply with the bonding requirements of 2 CFR 200.325.

The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including its officials and employees, from and for any all losses, allegations, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Subrecipient, its servants, agents, employees, guests, and business invitees, directly or
indirectly related to this Agreement, and not caused by or arising out of the tortious conduct of the City or its employees. In addition, the Subrecipient shall maintain and specifically agrees that it will maintain, commencing upon execution of the agreement and continuing thereafter throughout the term of this agreement, liability insurance, in which the City shall be named as an additional insured in the minimum amount 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 duty to indemnify the City stated above.

F. **Grantee Recognition**

The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement in part by providing an affirmative marketing plan as described in IX(B)(2) below. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments**

The City and the Subrecipient may amend this Agreement (including Attachments) at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations, and approved by the City’s governing body, unless the City determines in its discretion that approval of the amendment by the City’s governing body is not necessary. Amendments shall not invalidate this agreement, nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

Additionally, the City may, in its discretion, unilaterally amend this Agreement (including Attachments) to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons; provided that, if such amendments result in a change in the funding, the scope of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Subrecipient.

H. **Default; Suspension or Termination**

In accordance with 2 CFR 200, subpart d, the City may suspend or terminate this Agreement, or exercise any other remedies stated therein, if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
1. Failure to comply with the Act or any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, subpart d, this Agreement may also be terminated by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination; the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

Subrecipient will be reimbursed by the City for Health Care Services conducted through the effective date of the termination, unless such Health Care Services were in default of this Agreement. If this Agreement is terminated, Subrecipient will immediately undertake the required close out procedures described herein.

In the event of any termination of this Agreement, at the City’s option, Subrecipient will provide all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports of other materials prepared by the Subrecipient under this Agreement within a reasonable period of time after the City’s request. This obligation shall survive the expiration and/or earlier termination of this Agreement.

Subrecipient shall be considered in default under this Agreement if it fails to materially comply with any terms, conditions, representations, and/or warranties in this Agreement. In addition to the termination of this Agreement, or the suspension of payments until such default is cured, the City shall have all rights and remedies against Subrecipient for such default under applicable law, including, but not limited to, those remedies described in 24 2 CFR 200, subpart d, Subrecipient’s return of any and all CDBG funds to the City, payment of any and all penalties, costs and expenses related to the Act and/or HUD enforcement, specific performance, and/or any and all damages caused by Subrecipient’s failure to comply with this Agreement.

I. Use and Reversion of Assets

CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 9
The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310-316 and 24 CFR 570.502, 570.503, and 570.504, and 570.505 as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) under this Agreement in excess of $25,000.00 (Twenty-five Thousand Dollars and 00/100) shall be used to meet one of the National Objectives in 24 CFR Part 570.208 until five (5) years after expiration of the Agreement or for such longer period of time as determined to be appropriate by the City. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a National Objective for the prescribed period of time, the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VII. ADMINISTRATIVE REQUIREMENTS

A. Applicability of OMB Circulars

1. Accounting Standards
   The Subrecipient shall comply with 2 CFR 200, subpart d, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles
The Subrecipient shall administer its program in conformance with 2 CFR 200, subpart e. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Recordkeeping

1. **Records to be Maintained**
   The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 and any other regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
   
   a. Records providing a full description of each activity undertaken;
   b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
   c. Records required to determine the eligibility of activities, see Attachment 5;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
   g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. **Retention**
   The Subrecipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the conclusion or termination of all activities funded under this Agreement.

   Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property.

   Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the five (5) year period, whichever occurs later.
This Section shall survive the expiration or earlier termination of this Agreement.

3. **Applicant/Beneficiary Data**
The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to income level or other basis for determining eligibility, and description of service provided. Such information shall be made available for review upon the City’s request. Data related to disability status is addressed in Attachment 5.

4. **Disclosures**
The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City or the Subrecipient’s responsibilities with respect to services provided under this Agreement, is prohibited by the Right to Financial Privacy Act of 1978 (12 U.S.C. Chapter 35) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. **Property Records**
The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR 570.503(b)(7) as applicable.

6. **Close-Outs**
The Subrecipient’s obligation to the City shall not end until all close-out requirements are completed, and the term of this Agreement shall be extended for such period until completion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to the City), and determining the custodianship of records.

7. **Audits & Inspections**
All the records with respect to any matters covered by this Agreement shall be made available to the City, HUD, their designees or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. This obligation shall survive the expiration or earlier termination of this Agreement.
Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning the Subrecipient audits and as applicable, 2 CFR 200, subpart f. Agency audits are to be submitted to the City within thirty (30) days of completion.

C. Reimbursement Procedures and Reporting

1. Reimbursement
The City will reimburse the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with this Agreement, the approved budget summary, the eligibility of costs, and City policy concerning reimbursements. Approval of reimbursement requests will also be contingent upon certification of the Subrecipient’s financial management system in accordance with 2 CFR 200, subpart d.

Reimbursement requests shall be submitted in the format found in the Financial Section of ZoomGrants. Requests shall be accompanied by supporting documentation providing evidence of Subrecipient expenditures. Supporting documentation shall include but not be limited to time sheets signed and dated by both the employee(s) and the supervisor. The employee’s job title shall also be reflected on the time sheet. If in the event personnel costs are not being paid entirely with CDBG funds from the City, the time sheet shall reflect the appropriate hours and the funding source(s) for non-CDBG hours. A sample time sheet shall be submitted to the City for approval prior to processing reimbursement requests for salaries. Solicitation of funds and/or any type of fundraising by an employee is not an eligible activity for reimbursement with CDBG funds.

If Subrecipient is requesting reimbursement for personnel costs, the City will process requests when supported by job descriptions and the name of employees identified in writing to the City. If in the event the Subrecipient experiences a staff change in a program supported by the City’s CDBG funds, the Subrecipient agrees to provide an amended budget summary (or personnel summary if wages are the same) identifying the change of personnel.
Requests for reimbursement of rental or mortgage assistance shall be accompanied by an invoice, copy of check paid to the landlord or mortgage company and a copy of the lease or deed.

The amount of each reimbursement request must be limited to eligible costs incurred where the Subrecipient has provided documentation acceptable to the City. The Subrecipient may amend the budget by submitting a revised budget summary to the City for approval in the format described in Attachment 2. The City will not process reimbursement requests unless expenses are consistent with the approved Budget Summary.

The Subrecipient agrees to submit all reimbursement requests within fifteen (15) calendar days from the close of each month of the program year except for the final reimbursement request and to forfeit reimbursement for any costs not requested within this timeframe unless otherwise authorized by City.

The Subrecipient agrees to submit its final reimbursement request no later than twenty (20) days from the close of the program year.

2. **Program Income**

The Subrecipient shall report monthly all Program Income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement.

The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitation, the Subrecipient may use such income during the Agreement term only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income balances on hand.

All unused Program Income shall be returned to the City at the end of the Agreement term. Any interest earned on cash advances from the U.S. Treasury is not Program Income and shall be remitted promptly to the City.

3. **Indirect Costs**

If indirect costs are charged, the Subrecipient will submit to the City for approval an indirect cost allocation plan within thirty (30) days from the execution of this Agreement. The allocation plan must have been reviewed and approved by the Subrecipient’s cognizant federal agency as defined by 2 CFR 200, subpart e, whichever is applicable, and must be current within twelve (12) months from the effective date of this Agreement.
4. **Progress Reports**
The Subrecipient agrees to provide monthly Applicant/Beneficiary Data (Example: Attachment 5) and Biannual Success Stories. Both are done within reporting perimeters as defined in ZoomGrants.

5. **Narrative Reporting**
The Subrecipient agrees to submit the following:
   a) Biannual report due by April 15, 2021. Refer to ZoomGrants “Reporting” for directions.
   
   b) Annual narrative report within twenty (20) calendar days of the close of the Program year. Refer to ZoomGrants “Reporting” for directions.

D. **Procurement**

1. **Compliance**
The Subrecipient shall comply with current federal, state, and local City requirements concerning the purchase of equipment and real property and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (including but not limited to unexpended Program Income, property, and equipment) shall revert to the City upon termination of this Agreement, except as may be otherwise provided above in VI(I).

2. **OMB Standards**
The Subrecipient shall procure all materials in accordance with the requirements of 2 CFR 200, subpart d; Procurement Standards and Property Management Standards as modified by 24 CFR 570.503(b)(7) covering utilization and disposal of property. The following provisions shall also be applied to subcontracts.

   (a) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate;

   (b) All Agreements in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such Agreements shall describe conditions under which the Agreement may be terminated for default as well as conditions where the Agreement may be terminated because of
circumstances beyond the control of the contractor, including automatic termination of the Agreement upon expiration and/or termination of this Agreement between the City and Subrecipient.

(c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds $100,000. For those contracts or subcontracts exceeding $100,000, HUD may accept the bonding policy and requirements of the recipient, provided HUD has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”

(5) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
(6) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this rule, as applicable. Appendix A is included as Attachment 8 to this Agreement.

(7) All contracts shall state that they are subject to the terms and conditions of this Agreement, that the subcontractor has received a copy of this Agreement, and that in the event of a conflict, the terms and conditions of this Agreement shall control.

3. **Travel**
The Subrecipient shall obtain written approval from the City for any travel outside the Boise Metropolitan Statistical Area (MSA) with funds provided under this Agreement.

VIII. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under sections 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.)

The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. **PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**
The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11375 and 12086.

**CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 17**
2. **Non-Discrimination**
   The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, gender, gender identity/expression, sexual orientation, disability or other handicap, age, marital status or status with regard to public assistance.

3. **Land Covenants**
   This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504**
   The Subrecipient agrees to comply with federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 706), which prohibits discrimination against the handicapped in any federally-assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action and Marketing Plans**
   The Subrecipient shall utilize its existing Affirmative Marketing Plan.

   1. **Affirmative Action Plan – (Employment)**
      If applicable, the Subrecipient agrees that it shall develop and carry out an affirmative action plan consistent with the principles as provided in President’s Executive Order 11246 as amended.

      a. Contracts and subcontracts not exceeding $10,000.00 are exempt from this clause.

      b. Supply and service (non-construction) contracts with fifty (50) or more employees and contracts of $50,000.00 or more are required to submit an affirmative action plan.

      c. Contractors and subcontractors which hold any federal or federally-assisted construction contract in excess of $10,000.00 are required to submit an affirmative action plan.
2. **Affirmative Marketing Plan – (Services and Housing)**

The Subrecipient shall utilize its current affirmative marketing efforts. The affirmative marketing plan is developed in order to further the non-discrimination and equal opportunity objectives of Title VIII of the Civil Rights Act of 1968 and Executive Order 11063. The affirmative marketing plan is subject to the approval of the City. The affirmative marketing plan shall identify specific groups that are least likely to apply for housing and/or services (i.e. race, color, national origin, age, religion, gender, disability or other handicap, or familial status), and must include strategies to inform these groups of the housing or program opportunities offered by the Subrecipient.

The affirmative marketing plan may include the following elements:

- Advertising and press releases to the local media (newspapers of general circulation, radio, television, etc.).
- Brochures and leaflets placed in City of Boise’s Division of Housing and Community Development, the offices of the Boise City-Ada County Housing Authority, employment centers, other agencies serving low- and moderate-income persons, websites publication, 2-1-1 Care Line, and on-site signage.
- Identification of groups least likely to apply.
- Special outreach to groups least likely to apply may be accomplished through activities like:
  o Offering publications and messages in languages other than English.
  o Placing announcements in minority, ethnic, women’s, disability, neighborhood, special interest, family, community-based, faith-based, social service entities, housing counseling agencies, or school newspapers and brochures.
  o Distributing outreach materials at events sponsored by these organizations.
  o Making presentations to these groups and/or obtaining outreach support from them.
  o Accessing minority community organizations or those organizations primarily serving or advocating for minorities, minority faith-based groups, and/or the disabled, etc.
- In addition, providers of housing (five (5) or more units):
  o Must use the equal housing logo on written communications and marketing material: (http://www.hud.gov/library/bookshelf15/hudgraphics/fheologo.cfm).
4.D.14.a

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Attachment: Exhibit A - Agreement (RES-262-20 : Women's and Children's Alliance - CDBG CARES Funding)

- May visit tenants and owners in buildings selected for rehabilitation and posting signs marketing the program in each project site.
- May seek the cooperation of the Boise City-Ada County Housing Authority to notify those on the waiting list of upcoming unit availability.
- May utilize HUD Form 935.2, Affirmative Fair Housing Marketing Plan, as a guide to organizing and documenting the affirmative marketing plan (http://www.hud.gov/offices/adm/hudclips/forms).

3. **Women/Minority Business Enterprises/Labor Surplus Firms**
The Subrecipient and its subcontractors (if applicable) will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

The Subrecipient shall utilize the Idaho Department of Transportation Disadvantaged Business Enterprises (DBE) information to put forth efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of

**CONTRACT FOR CDBG FUNDS (WOMEN'S AND CHILDREN'S ALLIANCE) - 20**
this Agreement. The Subrecipient may rely on written representations by the City regarding their status as minority or female business enterprises in lieu of an independent investigation. For detailed information on DBE, visit: http://itd.idaho.gov/civil/overview.htm.

4. **Access to Records**
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. **Notifications**
   The Subrecipient 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 by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an EEO or AA employer.

7. **Subcontract Provisions**
   The Subrecipient will include the provisions of paragraphs IX.A. Civil Rights and IX.B. Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

1. **Prohibited Activity**
   The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities; or lobbying, political patronage, and nepotism activities.

2. **Labor Standards**
   The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards
Act, the Copeland "Anti-Kickback" Act (40USC 276a-276a-5; 40 USC 327 and 40 USC 276(c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 (Two Thousand Dollars and 00/100) for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3 Clause

a. Compliance

If applicable, compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and order issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of Subrecipient's subrecipients.

Failure to fulfill these requirements shall subject the City, Subrecipient, and any of the Subrecipient's, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by this Agreement, the Act, HUD and/or any federal, state or municipal laws, statutes or requirements through which federal assistance is provided.

Subrecipient also agrees to include the following language in all subcontracts executed under this Agreement:
"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC. 170 Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very-low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient certifies and agrees, if applicable, that:

1) No contractual or other disability exist which would prevent compliance with the requirements.

2) Opportunities for training and employment arising in connection with housing rehabilitation are provided to low- and very-low income person residing within the metropolitan area in which the CDBG-funded project is located (including reduction and abatement of lead-based paint hazards, housing construction, or other public construction projects).

3) Where feasible, priority shall be given to low- and very-low income persons within the service area of the project or the neighborhood in which the project is located, and to low-, and very-low income participants in other HUD programs.

4) Where feasible, CDBG contract award priority for work undertaken in connection with a housing rehabilitation—shall be given to business concerns that provide economic opportunities for low-, and very-low income persons residing within the metropolitan area in which the CDBG-funded project is located; (including activities in the reduction and abatement of lead-based paint hazards, housing construction, or other public construction project(s)).

5) Where feasible, priority shall be given to business concerns which provide economic opportunities to low- and very-low income residents within the service area of the neighborhood in which the project is located, and to low-, and very-low income participants.

b. Notifications

If applicable, the Subrecipient will send to each labor union or representative of workers with which it has a collective

CONTRACT FOR CDBG FUNDS (WOMEN'S AND CHILDREN'S ALLIANCE) - 23
bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of the Subrecipient commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts**
   If applicable, the Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that a subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not award any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct**

1. **Assignability**
   The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that City approved claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any proposed assignment or transfer shall be furnished promptly to the City.

2. **Subcontracts**
   a. **Approvals**
      The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.
   b. **Monitoring**
      The Subrecipient is responsible for the performance of subcontractors, and will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with
documented evidence of follow-up actions taken to correct areas of non-compliance if applicable.

c. **Content**
The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient in the performance of this Agreement.

d. **Selection Process**
The Subrecipient shall ensure that all subcontracts entered into during the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subAgreements shall be provided to the City along with documentation concerning the selection process.

3. **Hatch Act**
The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of chapter 15 of Title V, U.S. Code.

4. **Conflict of Interest**
The Subrecipient agrees to abide by the provisions of 24 CFR 570.611, state law, and City Code and policy with respect to conflicts of interest.

a) Applicability. 1) In the procurement of supplies, equipment, construction, and services by recipients and by Subrecipients, the conflict of interest provisions in 2 CFR 200, subpart b (200.112), respectively, shall apply. 2) In all cases not governed by 2 CFR 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its Subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 570.203, 570.204, 570.455, or 570.703(i)).

b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to
CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate families ties, during their tenure or for one (1) year thereafter.

c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of Subrecipients that are receiving funds under this part.

5. **Lobbying**

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient, 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 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;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, 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, it will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and
cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

6. **Lobbying Certification – Paragraph (d)**
   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 pre-requisite for making or entering into this transaction imposed by 31 USC, Section 1352, “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions”. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

7. **Copyright**
   If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

8. **Religious Organizations**
   Subrecipients funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, or as otherwise described in 24 CFR 570.200(j) as part of the programs or services funded under this part. If a Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

   A faith-based Subrecipient organization that participates in the CDBG program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, including but not limited to those as described above.

   Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its

**CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 27**
organization’s name, select its board members on a religious basis, and include religious references in its organization’s mission statements and other governing documents.

X. ENVIRONMENTAL CONDITIONS

No funds will be released until an environmental assessment is conducted and there is a determination of “No Significant Impact” in compliance with 24 CFR 58 and other federal, state, and local laws and regulations. If applicable, the City will issue a Notice to Proceed once the environmental review is completed and is accepted by the City and/or HUD.

A. Lead-Based Paint

The Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under CDBG. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall explain the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead-level screening for Subrecipient children under seven (7) years of age. The notice should also explain that if lead-based paint is found on the property, abatement measures may be undertaken.

XI. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Idaho. In the event of any loss, allegation, dispute, claim, action, suit and/or judgment, directly or indirectly related to this Agreement, from any persons or entities, including but not limited to, HUD, Clients and/or subcontractors, the prevailing party in the resolution of such loss, allegation, dispute, claim, action, suit and/or judgment, shall be entitled to collect attorneys’ fees and costs related to the same, including, but not limited to, fees and costs incurred on appeal. All Attachments attached hereto are incorporated herein and made a part hereof. This Agreement does not create any third party beneficiary rights or obligations with respect to any Clients in the Program.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 28
XIII. SUBROGATION.

The Subrogation Agreement attached hereto as Exhibit B is hereby incorporated into this Agreement in its entirety.
This page left intentionally blank,
Signatures on the next page.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BOISE

APPROVED BY:

Lauren McLean, Mayor Date

ATTEST:

Lynda Lowry, City Clerk Date

SUBRECIPIENT

WOMEN'S AND CHILDREN'S ALLIANCE, an Idaho non-profit corporation.

By: Beatrice Black

Print Name Date

AGREEMENT AMOUNT NOT TO EXCEED: $42,910.00

APPROVED AS TO FORM AND CONTENT

Rhiannon Avery, HCD Manager Date

Elizabeth Koeckeritz, Legal Department Date

Corey Pence, Risk Management Date

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# PROJECT SCHEDULE

**Project Title:**
City of Boise  
Division of Housing and Community Development

**PROJECT SCHEDULE**

[Note: For more complicated projects such as the construction of a new facility, there would be numerous activities. The Project Schedule would be considerably expanded.]

<table>
<thead>
<tr>
<th>Project Element</th>
<th>From: April 1, 2020</th>
<th>To: March 30, 2021</th>
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<tbody>
<tr>
<td>Submit Policies and Procedures for Program</td>
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<td>Submit Insurance Certificate</td>
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<td>Complete and file Section 504 Self-Assessment and Transition Plan</td>
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<td>Affirmative marketing list of agencies presented to in previous program year</td>
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<td>Project Personnel Submitted</td>
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<td>Submit monthly Progress Reports, Reimbursement Requests, and Applicant/Beneficiary Data Reports,</td>
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<tr>
<td>Final Reimbursement Request, Final Applicant/Beneficiary Report, and Performance Measurement report</td>
<td><strong>Guidance:</strong> Submit within 15 days from the close of the program year. Must be accompanied by Applicant/Beneficiary Data Report.</td>
<td></td>
</tr>
<tr>
<td>Annual Report (narrative)</td>
<td><strong>Guidance:</strong> Submit within 20 days of the end of program year. This report is a narrative summary of the project, its successes, challenges, or failures, and the number of persons, households or families served. See Attachment 1 – Performance Measurement Report – Part II.</td>
<td></td>
</tr>
<tr>
<td>Audit and Management Letter</td>
<td><strong>Guidance:</strong> For all subrecipients receiving a total of $750,000 or more of federal assistance, an audit performed in accordance with 2 CFR 200 is required. For all other subrecipients, an audit is required and it must be presented to the City within 30 days of its receipt by the subrecipient. The auditor’s Management Letter must accompany the audit. Within 30 days of the presentation of the audit, the subrecipient must explain actions it has taken to address any audit findings or concerns. Disallowed costs must be reimbursed from non-CDBG or non-federal funds.</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 2
City of Boise
Division of Housing and Community Development
BUDGET SUMMARY FORM

INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY FORM
The form for completion follows the instructions.

Enter all identifying information including; project number, year funded, name, and address.

I. BUDGET LINE ITEMS
A. PERSONNEL SERVICES:
   Item 1 - Enter number of employees who have the same job title (attach a list of employee names that have the same job title).
   Item 2 - Enter Title (i.e., clerk typist).
   Item 3 - Total salary for all positions with the same job title.
   Item 4 - The portion of column 3 which is directly chargeable to the CDBG Program.
   Item 5 - Subtotal of columns 3 and 4.
   Item 6 - Any anticipated extra help and/or overtime.
   Item 7 - Fringe benefits, either as a percentage of salaries or actual dollar amount.
   Item 8 - Total of items 5-7 for columns 3 and 4.

B. MATERIALS AND SERVICES: Break cost down to the appropriate line item. Below is a general description of those items.
   Item 9 - Office Supplies: These are items such as paper, pencils, ledgers, and similar items.
   Item 10 - Operating Supplies: Supplies which are used in the operation of the project: paint, hand tools, limited building supplies.
   Item 11 - Communications: Telephone, radio, and related charges. This could include data processing line charges.
   Item 12 - Travel and Training: This includes costs of travel, training, private auto mileage and miscellaneous travel expenses.
   Item 14 - Professional Services: This category includes purchased services. While certain insurance fees related to acquisition, construction, and rehabilitation are
allowed, all others are not. O & M costs are now allowable.

Item 15 - Construction Contracts: Construction includes new and major remodeling, land preparation and demolition.

Item 16 - Other: This category includes those costs not otherwise classified above.

Item 17 - Total Materials and Services: Sum of items 9-16.

C. CAPITAL OUTLAY:

Item 18 - Capital Outlay: Name the item plus the quantity (i.e., 2-file cabinets). This includes equipment, laboratory, medical and recreation equipment.

Item 19 - Real Property Acquisition: Includes land, building acquisition by purchase, appraisal and closing costs.

Item 20 - Total Capital Outlay: The sum of items 18 and 19.

Item 21 - Total Project Cost: Sum of items 8, 17 and 20, Total Cost.

Item 22 - Total Housing and Community Development Award: The total of items 8, 17 and 20, chargeable to CDBG.

II. SOURCES OF PROJECT FUNDING:

Item 1 - Federal: Other federal funds that are approved for this project.

Item 2 - State: Any state funds allocated for this project.

Item 3 - Local Cash: Pledges in hand, money raised by local fund raising events. Money being received from local or public entities.

Item 4 - City: Funds committed to this project by Boise City.

Item 5 - In-Kind Services and Supplies: Volunteers, furniture, supplies, and other contributions to which a cash value can be attached.

Item 6 - Other: Any other funding source not otherwise classified above.

Item 7 - Subtotal: Total of categories 1 through 6 (non-CDBG funds).

Item 8 - CDBG Funds: Total of line 22, above.

Item 9 - Total Project Cost: This is the sum total of categories 7 and 8 (should be the same as item 21 above).

NOTE: Item 21 minus item 22 in part I above should be reflected in this section as other sources of funding.
City of Boise  
Division of Housing and Community Development  
BUDGET SUMMARY REPORT

**Project Title:**

**Legal Name of Entity:**

**Address:**

**City:** [ ]  **State:** [ID]  **Zip:**

## I. BUDGET LINE ITEMS:

### A. PERSONNEL SERVICES:

<table>
<thead>
<tr>
<th>1. No. of Employees</th>
<th>2. Job Title</th>
<th>3. Total Salary</th>
<th>4. Portion Chargeable to CDBG Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Subtotal  
6. Extra Help/Overtime  
7. Fringe Benefits

**8. TOTAL PERSONNEL COSTS**  
$    $  

### B. MATERIALS AND SERVICES:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
### C. CAPITAL OUTLAY:

<table>
<thead>
<tr>
<th></th>
<th>Capital Outlay: Quantity</th>
<th>ITEM</th>
<th>Total Capital Outlay</th>
<th>Portion Chargeable to CDBG Program Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

19. Real Property Acquisition: 0.00 0.00

20. TOTAL CAPITAL OUTLAY

<table>
<thead>
<tr>
<th></th>
<th>21. Total Project Cost</th>
<th>22. Total CDBG Program Award</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

### II. SOURCES OF PROJECT FUNDING:

1. Federal: (Detail) $   

2. State: (Detail)   

3. Local Cash: (Detail)   

4. County: (Detail)   

5. In-Kind Service and Supply: (Detail)   

6. Other: (Detail) **CARES funding from other federal agencies for this project** $   

7. Subtotal   

8. CDBG Program Funds $   

9. TOTAL PROJECT COSTS $
## 2019 Community Development Block Grant Income Guidelines

Boise City Median Income is $73,600

### Low Income Guidelines (80% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$41,250</td>
</tr>
<tr>
<td>2 Person</td>
<td>$47,150</td>
</tr>
<tr>
<td>3 Person</td>
<td>$53,050</td>
</tr>
<tr>
<td>4 Person</td>
<td>$58,900</td>
</tr>
<tr>
<td>5 Person</td>
<td>$63,650</td>
</tr>
<tr>
<td>6 Person</td>
<td>$68,350</td>
</tr>
<tr>
<td>7 Person</td>
<td>$73,050</td>
</tr>
<tr>
<td>8 Person</td>
<td>$77,750</td>
</tr>
</tbody>
</table>

### Very-Low Income Guidelines (50% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$25,800</td>
</tr>
<tr>
<td>2 Person</td>
<td>$29,450</td>
</tr>
<tr>
<td>3 Person</td>
<td>$33,150</td>
</tr>
<tr>
<td>4 Person</td>
<td>$36,800</td>
</tr>
<tr>
<td>5 Person</td>
<td>$39,750</td>
</tr>
<tr>
<td>6 Person</td>
<td>$42,700</td>
</tr>
<tr>
<td>7 Person</td>
<td>$45,650</td>
</tr>
<tr>
<td>8 Person</td>
<td>$48,600</td>
</tr>
</tbody>
</table>

### Extremely Low Income Guidelines (30% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$15,500</td>
</tr>
<tr>
<td>2 Person</td>
<td>$17,700</td>
</tr>
<tr>
<td>3 Person</td>
<td>$21,330</td>
</tr>
<tr>
<td>4 Person</td>
<td>$25,750</td>
</tr>
<tr>
<td>5 Person</td>
<td>$30,170</td>
</tr>
<tr>
<td>6 Person</td>
<td>$34,590</td>
</tr>
<tr>
<td>7 Person</td>
<td>$39,010</td>
</tr>
<tr>
<td>8 Person</td>
<td>$43,430</td>
</tr>
</tbody>
</table>

SOURCE: HUD.GOV FY2019 Income Limits Documentation System

CONTRACT FOR CDBG FUNDS (WOMEN'S AND CHILDREN'S ALLIANCE) - 37
ATTACHMENT 4
City of Boise
Division of Housing and Community Development
NON-DISCRIMINATION PROVISIONS

GENERAL PROVISIONS

A. With respect to the administration of its CDBG and HOME programs, the City of Boise, its
officers, agents, employees, and all its subrecipients and contractors, agree to refrain from any
acts that have the purpose or the effect of subjecting qualified disabled persons to
discrimination solely on the basis of disability, including:

1. Denying a qualified individual with a disability the opportunity to participate in, or benefit
from, the housing, aid, benefits or services;
2. Failing to afford a qualified individual with a disability an equal opportunity to participate
in, or benefit from, housing, aid, benefits or services;
3. Failing to provide a qualified individual with a disability with housing, benefits or services
that afford the individual an equal opportunity to obtain the same results or benefits
provided to others;
4. Providing different or separate housing, aid, benefits or services on the basis of disability,
unless such action is necessary to provide qualified individuals with disabilities with
housing, aid, benefits or services that are as effective as those provided to others;
5. Providing financial assistance to an agency, organization or person that is known to the
City of Boise to discriminate on the basis of disability in the provision of housing, aid,
benefits or services to beneficiaries in the City's CDBG and HOME-funded programs or
activities;
6. Denying a qualified individual with a disability the opportunity to participate as a member
of planning or advisory boards;
7. Denying a dwelling to an otherwise qualified individual because of his or her disability or
a disability of a family member;
8. Limiting a qualified individual with a disability in the enjoyment of any right, privilege,
advantage or opportunity afforded to other qualified individuals receiving similar housing,
aid, benefits or services;
9. Denying qualified individuals with disabilities the opportunity to participate in any
Federally-assisted program or activity;
10. Utilizing criteria or methods of administration, either directly or through Agreement or
other arrangements, that have the purpose or effect of subjecting qualified individuals
with disabilities to discrimination solely on the basis of disability;
11. Selecting sites or locations for Federally-assisted facilities that have the purpose or effect
of subjecting qualified individuals with disabilities to discrimination under any program or
activity receiving Federal financial assistance from the HUD; and
12. Failing to administer Federally-assisted programs and activities in the most integrated
setting appropriate to the needs of qualified individuals with disabilities.
B. With respect to programs or activities funded in whole or in part with CDBG and HOME funds, the City of Boise, its officers, agents, employees, and all its subrecipients and Agreementors, agree to refrain from any acts that have the purpose or the effect of subjecting persons to discrimination on the basis of their race, color or national origin, including:

1. Denying an individual any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
2. Providing any housing, accommodations, facilities, services, financial aid or other benefits to a person that are different, or are provided in a different manner, from those provided to others under the program or activity, on the basis of race, color or national origin;
3. Subjecting an individual to segregation or separate treatment in any matter related to his/her receipt of housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
4. Restricting an individual in any way in access to such housing, accommodations, facilities, services, financial aid or other benefits, or in the enjoyment of any advantage or privilege enjoyed by others in connection with such housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
5. Treating an individual differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
6. Denying an individual an opportunity to participate in the program or activity through the provision of services or otherwise, or afford him/her an opportunity to do so which is different from that afforded to others under the program or activity (including the opportunity to participate in the program or activity as an employee), on the basis of race, color or national origin;
7. Denying a qualified individual the opportunity to participate as a member of a planning or advisory body on the basis of race, color or national origin;
8. Using criteria or methods of administration that have the effect of subjecting persons to discrimination on the basis of race, color or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color or national origin; and
9. Making selections of sites or locations of housing, accommodations or facilities with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the basis of race, color or national origin or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act.

SPECIFIC REQUIREMENTS

Benefits, Services and Method of Administration

1. Subrecipients shall revise its notice of nondiscrimination provided to employees and applicants for employment to include an identification of the Section 504 Coordinator (if applicable) by title and information on how to contact this person. The revision shall be made to the application for employment, the employee handbook and to all other recruitment material or publications made available to applicants for employment or to employees.

2. Subrecipients shall revise their housing application and/or application for services to add a request for the voluntary identification of the applicant's race, national origin and disability status. The request shall state that the collected information will remain confidential and will not be used in making decisions concerning housing in the form attached as Exhibit D.1.
3. Subrecipients shall collaborate with the City in a study of the extent to which persons with disabilities apply for and participate in its housing programs and/or services, and shall submit monthly summary report reports in the form attached as Exhibit D.2.

4. Subrecipients shall include a statement in its policies and procedures of appeal rights available to rejected applicants for housing and/or services, including the right to file a Section 504 grievance (if applicable) in the form attached as Exhibit D.3.

**Affirmative Marketing**

Subrecipients shall develop a system for maintaining records of its efforts to affirmatively market housing units and to assess the results of these actions. The subrecipient shall submit monthly narrative reports addressing general progress of the project, impediments, and marketing and outreach to communities least likely to apply.

Subrecipients shall modify outreach to add specific efforts to reach minorities. New outreach efforts shall include advertisement in minority media, contact with leaders of minority community organizations and distribution of outreach material at events sponsored by minority community organizations.

**Subrecipient Monitoring**

Subrecipients shall allow the City of Boise to include monitoring for civil rights and fair housing compliance in all of its annual reviews. Pursuant to 24 CFR §84.53(e) the federal regulations provide the following:

“HUD, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph (e) are not limited to the required retention period, but shall last as long as records are retained.”

Pursuant to 24 CFR §8.55(b) the federal regulations require the following:

“Each recipient shall keep such records and submit to the responsible civil rights official or his or her designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible civil rights official or his or her designee may determine to be necessary to enable him or her to ascertain whether the recipient has complied or is complying with this part. In general, recipients should have available for the Department data showing the extent to which individuals with handicaps are beneficiaries of federally assisted programs.”

For purposes of this Agreement, the responsible civil rights official is the Director of the HUD Office of Fair Housing and Equal Opportunity in Seattle, Washington.
Attachment 5

BENEFICIARY DATA RECORD and
DISABILITY SURVEY

(For CDBG Clients)

Applications for housing and services are considered without regard to age, race, color, religion, gender, national origin, familial status, or disability.

The purpose for this Data Record is to comply with federal record keeping and reporting requirements. The City of Boise makes periodic statistical reports to the federal government on all programs and services covered by the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. The completion of data regarding race, ethnicity, and disability status by the CDBG Client is OPTIONAL. However, please complete the required information regarding your household composition. If you choose to volunteer the additional information, please note that all Data Records are kept in a confidential file, and are not included as part of your application for housing or services.

Please note: INCLUSION OR EXCLUSION OF ANY DATA WILL NOT AFFECT ANY DECISION REGARDING YOUR APPLICATION FOR HOUSING PROGRAMS OR SERVICES.

Instructions for completing Beneficiary Data Record:

1. Indicate the public service for which you are applying.
2. Indicate the total number of persons in your household who are applying for services.
3. Indicate whether the head of household is female.
4. Indicate the number of persons in the household who are over the age of 62.
5. Provide a self-identification of ethnicity for all persons in the household applying for services (the total number should equal the total number of persons in your household that are reported in question #2 above).
6. Provide a self-identification of race for all persons in the household applying for services (the total number should equal the number reported in question #2 and #5 above).

Instructions for completing Disability Survey: Please indicate whether any person in your household has a disability\(^1\), and if any, please indicate the total number of disabled persons. Mark only "yes" or "no", and indicate the number of disabled persons in your household, if any. Please DO NOT indicate the type, nature, or severity of the disability.

---

\(^1\) Please note: Under the Americans with Disabilities Act (ADA), an individual with a disability is a person who: has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. A physical impairment is defined by the ADA as "Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine." A mental impairment is defined by the ADA as: "[a]ny mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities."
CDBG Beneficiary Data Record

Please provide the following required information regarding your household; the total number of family members, the breakdown of male and female household members, whether the Head of Household is female, and how many household members are elderly.

1. Program Applied For:

2. Total Applicants/Clients in household applying for housing or services

3. Is the Head of Household female? Yes: [ ] No: [ ]

4. Elderly Status: How many members in household are ages 62 or over?

5. Ethnic Categories
   How many household members are of Hispanic or Latino ethnicity: [ ]
   How many household members are NOT of Hispanic/Latino ethnicity: [ ]
   Total (should total number of clients listed in question #2 above): [ ]

6. Racial/multi-racial Categories: (please indicate number of household members that apply to each racial category):
   American Indian or Alaska Native [ ]
   American Indian or Alaska Native and White [ ]
   American Indian or Alaska Native and Black or African American [ ]
   Asian [ ]
   Asian and White [ ]
   Black or African American [ ]
   Black or African American and White [ ]
   Native Hawaiian or Other Pacific Islander [ ]
   White [ ]
   Other Multi-racial (please specify): [ ]
   Total (should total number of clients listed in question #2 and #5 above): [ ]

Disability Survey

The U.S. Department of Housing and Urban Development requires periodic reports on the race, ethnicity, and disability status of applicants. This data is for statistical analysis with respect to reporting civil rights compliance in the City of Boise. Submission of this information is voluntary. Mark only "Yes" or "No", and indicate the number of disabled persons in your household, if any. Please do not indicate the type of disability, or provide us with any information regarding the nature or severity of the disability.

7. Disability Status:
   Does any one in the applicant household have a disability: Yes: [ ] No: [ ]
   How many persons in your household have a disability? Enter number, if any:

For Office Use Only: RECORD #: [ ]
This applicant converted to beneficiary status? Yes [ ] No [ ]
Beneficiary Data Instructions

This form is intended to be used by subrecipients who receive HOME or CDBG financial assistance from the City of Boise to report household or client data for income, race and ethnicity, female head of household, elderly members of household, and disability status information.

**Income Categories**
Report the total number of CDBG Clients served by household income category. Please note, although clients in households whose income exceeds 80% AMI may not be eligible for CDBG services, services providers contracted for reimbursement of salaries must report the demographic data on clients turned away, denied services or where other sources of funding was used to serve clients who were otherwise CDBG-eligible.

**Female Head of Household**
Report the total number of households where the head of household was female.

**Elderly (Age 62 or over)**
Report the total number of clients receiving services who were age 62 or over.

**Racial Categories**
Please note that collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below. The five racial categories as revised by the Office of Management and Budget are defined as follows:

- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs. Accordingly, please note that several categories have been combined into 4 additional multi-racial categories and "other" category.

**Ethnic Categories**
The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined as follows:
- race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

**Disability Status**
Recipients of HUD grant fund are required to collect information regarding the disability status from applicants and beneficiaries in accordance with 24 CFR 8.55(b). This requires that the City of Boise to have information necessary to determine the extent to which individuals with disabilities apply for and participate in its programs. Please note that this information **shall** be solicited on a voluntary basis by the grantee. Please be advised that the grantee **shall not** ask persons to identify the nature or severity of a disability.

**Specific Instructions for Completing the Form:**
Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report the aggregate totals of the racial and ethnic data that you collect via the applicable categories.

**Total Number of Racial Responses:** Next to each of the racial categories, indicate the number of voluntary responses for each of the racial or multi-racial categories. For "Other Multi-racial" please indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations above. Please report both for period, and contract year-to-date cumulative.

**Total Number of Hispanic or Latino Responses:** Under this column you should indicate the total number of responses collected by those applicants indicating their ethnicity affirmatively as Hispanic or Latino. Please report both for period, and contract year-to-date cumulative.

**Total Number of Disability Status Responses:** Under this column you should indicate the total number of responses collected in the block checked "Yes" to the question, "Do you have a disability?" This data on disability status is being requested specifically as a requirement of the Voluntary Compliance Agreement (VCA), entered into between the City of Boise and HUD. Pursuant to Section III.A.21 of the VCA, the City of Boise shall conduct a study in collaboration with its housing and community development stakeholders of the extent to which persons with disabilities apply for and participate in its housing programs and in the programs of its sub-recipients. Data should be collected for all those applicants who both apply for housing or services and for those who received housing and services and are beneficiaries of the City of Boise. The data should be reported for the time period and cumulative from contract year-to-date.

**Comparison of Total Number of Applicants who qualified for Housing and/or Services - and were reported as Beneficiaries:** Under this column, please indicate the total number of applications...
Attachment 6

City Of Boise
Section 504 Grievance Process

The following is an overview of how the City of Boise processes Grievances filed by individuals who have experienced disability discrimination under the law called Section 504. Section 504 of the Rehabilitation Act protects you from discrimination in federally funded programs for which you qualify, and is commonly called "Section 504."

What is a Grievance?
A Grievance is a complaint on the basis of disability and in some way asking for the City of Boise's assistance in resolving the problem. It may be submitted in writing or by using the online Grievance Form. The Grievance should contain:

- Complainant’s name and address;
- Name and address of the individual, department or organization (City of Boise sub-recipient of federal assistance) alleged to have discriminated (the "recipient"); and
- Description of the discriminatory actions and the date of those actions.
- Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
- If desired, a complainant may propose a solution or remedy to the problem.

The Grievance may be amended at any time to clarify or amplify the allegation. Although a Grievance will contain the name of the complainant, the City of Boise will keep that identity confidential unless it has written authorization from the complainant to release it or except as necessary to carry out the purpose of the Section 504 regulations, including the enforcement provisions.

When Must a Grievance be Filed?
Under Section 504, a Grievance should be filed within a reasonable time after the complainant becomes aware of the action alleged to be prohibited. All Grievances must be filed within 180 days of the alleged act of discrimination unless the City of Boise waives this time limit for good cause shown. The Grievance is deemed received on the date the City of Boise actually receives it or, if mailed, on the date it is postmarked.

Who May File a Grievance?
Any individual who believes he or she has been discriminated against on the basis of disability by a recipient of Federal financial assistance, his or her representative, or a member of a class of persons so situated, or the authorized representative of a member of that class.

Who is an Individual with Disabilities?
An individual with disabilities is any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

Where May a Grievance be Filed?
A Grievance may be filed by mail to the City of Boise, Section 504 Coordinator, 625 W, Idaho Street, Boise, Idaho 83702, 208-384-3850

CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 44
City of Boise Section 504 Grievance Process

Notification to Parties
Within ten (10) days of receipt, the City of Boise will notify the complainant and the recipient that it has received the Grievance.

Notification of the Parties and the Recipient's Opportunity to Respond
Once the Grievance has been accepted, the Section 504 Coordinator for the City of Boise will notify the complainant and the recipient of its acceptance. The Section 504 Coordinator will also notify the recipient of the allegations and provide an opportunity for a written response to the allegations within thirty (30) days of receiving the notice. Like the Grievance, the recipient's response may be amended for good cause at any time.

Voluntary Resolution of the Issues
During investigation of the Grievance, the Section 504 Coordinator will make every effort to define all of the issues contained in the Grievance. Throughout the Grievance process, the Section 504 Coordinator will encourage a voluntary resolution of the matter, and will assist the parties in resolving the Grievance through informal resolution. A matter may be resolved by informal means at any time.

The Investigation and Determination
Within ninety (90) calendar days after receiving the Grievance, the Section 504 Coordinator must investigate the incident and issue a finding of whether or not discrimination was found. The Section 504 Coordinator will request all of the information that the City of Boise believes is necessary in order to fully investigate the issues in the Grievance. The Grievance investigation will involve interviews and meetings with the parties, including any witnesses or other persons identified as having some involvement in the issues of the Grievance. The Section 504 Coordinator may also conduct on-site reviews of facilities that are under the recipient's oversight, if these facilities are a part of the Grievance. Once the Grievance investigation is completed, the Section 504 Coordinator will compile all of its findings and shall issue a written determination.

Appeal Procedure
The grievant is not precluded from filing formal complaints at any time during or after the grievance process with the following state or federal agencies:

Idaho Human Rights Commission
1109 Main Street
P.O. Box 83720
Boise ID 83720-0040
(208) 334-2873

Seattle Regional Office of FHEO
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, Washington 98104-1000
(206) 220-5170
1-800-677-0246
TTY (206) 220-5185

Intermountain Fair Housing Council
1-800-717-0695

U.S. Department of Justice
Washington, D.C. 20530
Employment complaints may be filed with:

Equal Employment Opportunity Commission
2815 2nd Avenue, Suite 500
Seattle, Washington
City Of Boise
Section 504 Grievance Form
Grievance Information

Your Name: ____________________________________________

Your Address: ________________________________________

City, State, Zip Code: __________________________________

Daytime Phone: ___________________ Evening Phone: ______

Other Contact Information
Who else can we call if we cannot reach you? ______________________

Daytime Phone: ___________________ Evening Phone: ____________

Grievance
1. **What** happened to you? How were you discriminated against? State briefly what happened.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. **Why** do you believe you are being discriminated against?

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. **Who** do you believe discriminated against you?
   
   Name: __________________________________
   
   Address: ________________________________
   
   Phone: ________________________________
City of Boise Section 504 Grievance Form

Please note: If this is a housing-related grievance, it is a violation of the law to deny you your housing rights for any of the following factors: age, race, color, religion, sex, national origin, familial status (families with children under 18), or disability. Sufficient data should be included to substantiate any claims or charges.

Additional supporting documentation may be attached.

4. Where did the alleged act of discrimination occur?

Address: __________________________________________

City, State, Zip Code: __________________________________________

5. When did the last act of discrimination occur?

Enter the date (mm/dd/yyyy) ______________________________

Is the alleged discrimination continuous or ongoing? _Yes _ No

6. Is there any solution you believe may remedy the problem?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Signature ______________________________ Date ______________________________

Send this form to:
Attn: Section 504 Coordinator
625 W. Idaho Street
Boise, Idaho 83702
208-384-3850
ATTACHMENT 7
City of Boise
Division of Housing and Community Development
ANNUAL INCOME

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for Hourly Employment:

Household Member #1

Job #1:
Hourly Wage: $_______ X Hours Per Week _________ = _________ Weekly Income (a)

Job #2:
Hourly Wage: $_______ X Hours Per Week _________ = _________ Weekly Income (b)

(a) + (b) x 4.33 = ____________________________ Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) ______________ = Monthly Gross

Monthly Gross x 12 = __________________________ Annual Income

Household Member #2

Job #1:
Hourly Wage: $_______ X Hours Per Week _________ = _________ Weekly Income (a)

Job #2:
Hourly Wage: $_______ X Hours Per Week _________ = _________ Weekly Income (b)

(a) + (b) x 4.33 = ____________________________ Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) ______________ = Monthly Gross

Monthly Gross x 12 = __________________________ Annual Income

________________________

Did you collect source documents for income verification? ___ Yes ___ No

Are the source documents for income verification from the last 30 days? ___ Yes ___ No

________________________

Total Annual Household Gross Monthly Amount $______________ (line C from Household Member 1+2)
Total anticipated Annual Household Gross Annual Amount $______________ (Total Annual Household) x 12

CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 48
Family/Household Size: 

- Low Income below 30% of median income as the annual household income is less than $
- Low-Mod Income 30-50% of median income as the annual household income is less than $
- Moderate Income over 50-80% of median income as the annual household income is less than $
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is a/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

Signature ___________________________ Date __________

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for individuals who are Salaried: If individual has part-time work in addition to a salary, please use the hourly calculations worksheet for that portion of income.

Household Member #1 ____________________________

Monthly Salary: $

Monthly Gross x 12 = ____________________________ Annual Income

Household Member #2 ____________________________

Monthly Salary: $

Monthly Gross x 12 = ____________________________ Annual Income

Did you collect source documents for income verification? ___ Yes ___ No

Are the source documents for income verification from the last 30 days? ___ Yes ___ No

Total Annual Household Gross Monthly Amount $ (Household Member 1 +2)

Total anticipated Annual Household Gross Annual Amount $ (a) x 12

Family/Household Size: 

- Low Income below 30% of median income as the annual household income is less than $
- Low-Mod Income 30-50% of median income as the annual household income is less than $
- Moderate Income over 50-80% of median income as the annual household income is less than $
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is a/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

Signature ___________________________ Date __________
ATTACHMENT 8
City of Boise
Division of Housing and Community Development
APPENDIX A TO PART 84 – CONTRACT PROVISIONS

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:


2. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act

CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 50
(40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).


8. Debarment and Suspension (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE) - 51
Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. *Drug-Free Workplace Requirements*—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD’s rules at 24 CFR part 24, subpart F.

10. **HUD’s Definition of Homelessness and Chronic Homelessness**—For purposes of this Agreement, the term “homeless”, “homeless individual”, and “homeless person” means—(1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); (4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (5) an individual or family who—
   (A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
      (i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
      (ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
      (iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;
   (B) has no subsequent residence identified; and (C) lacks the resources or support networks needed to obtain other permanent housing; and
(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—
   (A) have experienced a long term period without living independently in permanent housing,
   (B) have experienced persistent instability as measured by frequent moves over

**CONTRACT FOR CDBG FUNDS (WOMEN’S AND CHILDREN’S ALLIANCE)** - 52
such period, and (C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS.—Notwithstanding any other provision of this section, HUD shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions in the individual’s or family’s current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

CHRONICALLY HOMELESS

(A) IN GENERAL.—The term ‘chronically homeless’ means, with respect to an individual or family, that the individual or family—

(i) is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter;
(ii) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least 4 separate occasions in the last 3 years; and
(iii) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions.

(B) RULE OF CONSTRUCTION.—A person who currently lives or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days shall be considered chronically homeless if such person met all of the requirements described in subparagraph (A) prior to entering that facility.
TO: Mayor and Council  
FROM: Rhiannon Avery, Planning and Development Services  
NUMBER: RES-263-20  
DATE: June 24, 2020  
SUBJECT: Boys and Girls Club of Ada County - CDBG CARES

BACKGROUND:
This project was included in the First Amendment Annual Action Plan 2019 - CARES Act that was approved by Mayor and Council on May 19, 2020, by RES-197-20.

FINANCIAL IMPACT:
No General Fund Impact for Federal Funds

ATTACHMENTS:

- Exhibit A - Agreement (PDF)
CITY OF BOISE

Resolution NO. RES-263-20

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

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT) AND THE BOYS AND GIRLS CLUB OF ADA COUNTY., FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS CHILD CARE SERVICES, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 318-19, adopted by the Boise City Council and approved by the Mayor of Boise City on July 17, 2019, an application was filed with the United States Department of Housing and Urban Development to obtain Federal funds to achieve, locally, the objectives of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, and Title 3, Chapter 5, Boise City Code; and

WHEREAS, it was necessary that the 2019 application for Federal Financial Assistance, and the 2019 Consolidated Housing and Community Development Annual Action Plan, be submitted to the U.S. Department of Housing and Urban Development for the city of Boise City to receive Community Development Block Grant and Home Investment Partnerships Program funding; and

WHEREAS, said funds were appropriated by the United States Congress and were made available for the City of Boise to carry out a local housing and community development strategy; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City of Boise has determined it necessary to formally amend its 2019 Consolidated Housing and Community Development Annual Action Plan in accordance with the Community Development Block Grant Program, Community Development Block Grant
CARES, Consolidated Plan Regulations and the Citizens Participation Plan at 24 CFR Part 91; and

WHEREAS, by Resolution No. 197-20, adopted by the Boise City Council and approved by the Mayor of Boise on May 19, 2020, an amendment was filed with the United States Department of Housing and Urban Development; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

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

Section 1. That the agreement by and between the city of Boise City and the Boys and Girls Club of Ada County, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, shall be, and hereby is, approved both as to form and content.

Section 2. That the Mayor and City Clerk, respectively, shall be, and hereby are, authorized to execute and attest the attached agreement on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
City of Boise
Housing and Community Development
Community Development Block Grant CARES Contract
Subrecipient Agreement (Boys and Girls Clubs of Ada County)

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EXHIBIT A

CFDA 14-218
B-20-MC-16-0001

AGREEMENT BETWEEN THE CITY OF BOISE CITY
AND
BOYS AND GIRLS CLUBS OF ADA COUNTY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CARES FUNDS

This Agreement is entered into this ___ day of __________, 2020, by and between the city of Boise City, a municipal corporation formed and existing pursuant to Title 50, Idaho Code ("City" or "Grantee") and Boys and Girls Clubs of Ada County, an Idaho non-profit corporation ("Subrecipient"). City and Subrecipient may be referred to herein as the "parties" or a "party" as the case may be.

RECITALS

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 ("Act"); and

WHEREAS, the City is the direct recipient of the U.S. Department of Housing and Urban Development (HUD) and acts as a financing disbursement conduit between HUD and service providers to implement programs, including, but not limited to funds associated with Community Development Block Grants ("CDBG"), consistent with the requirements of 24 CFR Part 570 and 2 CFR Part 200, which implement requirements of the Act and/or HUD for CDBG programs, which requirements Subrecipient agrees to comply with and all of which are hereby incorporated as part of this Agreement; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

AGREEMENT

NOW, THEREFORE, for valuable consideration, including the recitals above which are hereby incorporated below, it is agreed between the parties hereto that;

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 2
I. SCOPE OF SERVICE

A. Eligible Activities
The Subrecipient will be responsible for administering a CDBG program through an activity, known as Childcare Services (05L), as defined herein, in a manner satisfactory to the City and consistent with any standards required as a condition of providing the funds. Such programs will include the following activities eligible under the CDBG program as defined by 24 CFR 570.208(a)(2).

Program Description
The Subrecipient will assist 75 non-duplicated low to moderate income children residing within the City of Boise City, Idaho with youth services (which also may be referred to herein as the “CDGB Program”, “Program”, “program” and/or “Project” or “project”) as a result of COVID-19.

Activities
The Subrecipient will provide the following activities to eligible clients (as defined in I(V)A below): Summer Early Risers, Sunrise Club, KinderClub, and general memberships for summer membership fees.

General Administration
Community Development Block Grant funds will be used to reimburse income eligible households for participation in extended programs as a result of COVID-19.

Administrative Office Location
The primary administrative office is located at Boys and Girls Clubs of Ada County, 610 E. 42nd Street, Garden City, Idaho 83714. In addition to activities being performed at the administrative office location, Desert Sage Elementary School (9325 W. Mossywood Drive, Boise, Idaho 83709) will be a site of service delivery in addition to three other locations TBD in Boise.

B. Performance Measurement
The Program’s effectiveness will be measured by:
* Applicant/Beneficiary Data Report (Example: Attachment 5; ZoomGrants “Reporting”); and
* Reimbursement Request (ZoomGrants “Financial”).

C. National Objectives
The Subrecipient certifies, represents and warrants that the Program will meet one or more of the CDBG program’s national objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208 (“National Objectives”).

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 3
D. **Staffing**
The Subrecipient agrees to provide the City with a staff list with names, job titles and descriptions prior to the Subrecipient’s initial reimbursement request.

E. **Project Schedule**
The Subrecipient shall submit a signed, dated, and detailed Project Schedule (Attachment 1). The Project Schedule must indicate the start and end dates for different project elements. The Project Schedule shall be submitted as a companion document with this Agreement. A revised Project Schedule shall be submitted when delays of thirty (30) days or more are anticipated or experienced.

F. **Compliance / Performance Monitoring**
The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a specified period of time after notification by the City, Agreement suspension or termination procedures may be initiated at the discretion of the City.

(i). The Subrecipient will be allowed no more than three non-compliance performance standards throughout the contract. Non-compliance includes, but is not limited to: missing a deadline, providing inaccurate monthly data, and/or not providing correct supporting documentation. The first occurrence will result in a warning; the second a formal letter; and the third will result in a formal letter notifying that the Subrecipient is not eligible to request funding for the following grant cycle.

(ii.) Should the Subrecipient receive two or fewer warnings, it will receive recommendation for on-going funding in the following grant cycle.

II. **TIME OF PERFORMANCE/AGREEMENT TERM**
Services of Subrecipient shall start on **April 1, 2020** and shall be completed by **March 31, 2021**. The terms and conditions of this Agreement shall be automatically extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including Program Income [if applicable, defined in VII(C)(2)] solely for the purposes of close out under VII(B)(6), and shall immediately expire upon completion of close out.

III. **BUDGET AND PAYMENTS**
The budget shall be in the amount and format as approved by the City in the Budget Summary (Attachment 2), not to exceed the total amount as stated below. Upon approval by the City, the budget shall be incorporated herein by this reference. In the
event the City requires more information prior to approval of the budget, the Subrecipient shall provide such supplementary budget information in a timely manner in the form and content prescribed by the City. Any indirect costs charged must be consistent with the conditions of VII(C)(3) of this Agreement. The Budget Summary may be amended as provided for amendments to this Agreement in VI(G).

It is expressly agreed and understood that the maximum amount available for reimbursement by the City to the Subrecipient under this Agreement shall not exceed **Fifteen Thousand and 00/100 Dollars ($15,000.00)**. The effectiveness of this Agreement is conditioned upon the following: City receiving its CDBG entitlement from HUD, City approval of this Agreement and Budget Summary, any necessary environmental clearances, Subrecipient’s presentation of acceptable insurance certificates, and initial certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200. If the above initial conditions are not met, this Agreement shall be considered null and void and of no force or effect for either party.

Eligible expenses incurred will be reimbursed for activities performed on or after **April 1, 2020**, and after a Notice to Proceed has been issued by the City. Drawdowns for the payment of eligible expenses and general administration shall be made against the Budget Summary and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200, as determined by the City from time to time.

Notwithstanding anything to the contrary in this Agreement, the City has the right to decline any individual reimbursement payment request by Subrecipient under this Agreement if such payment is either not approved by the City Council, if Subrecipient materially fails to meet its Agreement requirements as determined by the City in its sole discretion, and/or this Agreement is otherwise terminated.

**IV. NOTICES**

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

**City:**

Rhiannon Avery, Grants and Programs Manager  
City of Boise – Housing and Community Development  
150 N. Capitol Boulevard  
Boise, Idaho 83702  
(208) 570-6832

**Subrecipient:**

**CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 5**
V. SPECIAL CONDITIONS

A. Persons who are eligible to receive funds pursuant to this Agreement and the CDBG program must meet the following requirements: reside within the City of Boise, Idaho, meet the income guidelines in Attachment 4 (as updated) ("Client"), and are seeking assistance as a result of COVID-19. If a person does not meet the above requirements, the Subrecipient must deem the person ineligible, no longer a Client, and must immediately suspend use of federal funds for the Client.

B. The Subrecipient shall ensure compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation Act, and Americans with Disabilities Act requirements as indicated in Attachment 4.

C. The City reserves the right to make unannounced agency visits in order to verify compliance with all program requirements.

D. The Subrecipient may utilize Attachment 7 to determine annual household income of the Client based on CDBG criteria.

VI. GENERAL CONDITIONS

A. General Compliance
The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the City’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City’s responsibility for initiating the review process under the provisions of 24 CFR Part 52, and all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor
Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.
Accordingly, it is the Subrecipient’s obligation to pay all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance for its services performed under this Agreement.

C. **Hold Harmless**
The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including all officials and employees, from any and all losses, allegations, claims, actions, suits, charges, costs, fees and judgments whatsoever that arise out of the Subrecipient’s performance or non-performance directly or indirectly related to the services or subject matter in this Agreement, including, but not limited to, Subrecipient’s, or Subrecipient’s subcontractors’, failure to comply with any requirements of the Act, HUD, City and/or other applicable federal, state and/or municipal laws, statutes, regulations and/or requirements.

D. **Worker’s Compensation**
The Subrecipient shall provide Workers’ Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

E. **Insurance and Bonding**
The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to all reimbursement from the City.

The Subrecipient shall comply with the bonding requirements of 2 CFR 200.325.

The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including its officials and employees, from and for any all losses, allegations, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Subrecipient, its servants, agents, employees, guests, and business invitees, directly or indirectly related to this Agreement, and not caused by or arising out of the tortious conduct of the City or its employees. In addition, the Subrecipient shall maintain and specifically agrees that it will maintain, commencing upon execution of the agreement and continuing thereafter throughout the term of this agreement, liability insurance, in which the City shall be named as an additional insured in the minimum amount 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 duty to indemnify the City stated above.

F. **Grantee Recognition**
The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement in part by providing an affirmative marketing plan as described in IX(B)(2) below. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments
The City and the Subrecipient may amend this Agreement (including Attachments) at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations, and approved by the City’s governing body, unless the City determines in its discretion that approval of the amendment by the City’s governing body is not necessary. Amendments shall not invalidate this agreement, nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

Additionally, the City may, in its discretion, unilaterally amend this Agreement (including Attachments) to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons; provided that, if such amendments result in a change in the funding, the scope of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Subrecipient.

H. Default; Suspension or Termination

In accordance with 2 CFR 200, subpart d, the City may suspend or terminate this Agreement, or exercise any other remedies stated therein, if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with the Act or any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, subpart d, this Agreement may also be terminated by either the City or the Subrecipient, in whole or in part, by
setting forth the reasons for such termination; the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

Subrecipient will be reimbursed by the City for Health Care Services conducted through the effective date of the termination, unless such Health Care Services were in default of this Agreement. If this Agreement is terminated, Subrecipient will immediately undertake the required close out procedures described herein.

In the event of any termination of this Agreement, at the City’s option, Subrecipient will provide all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports of other materials prepared by the Subrecipient under this Agreement within a reasonable period of time after the City’s request. This obligation shall survive the expiration and/or earlier termination of this Agreement.

Subrecipient shall be considered in default under this Agreement if it fails to materially comply with any terms, conditions, representations, and/or warranties in this Agreement. In addition to the termination of this Agreement, or the suspension of payments until such default is cured, the City shall have all rights and remedies against Subrecipient for such default under applicable law, including, but not limited to, those remedies described in 24 2 CFR 200, subpart d, Subrecipient’s return of any and all CDBG funds to the City, payment of any and all penalties, costs and expenses related to the Act and/or HUD enforcement, specific performance, and/or any and all damages caused by Subrecipient’s failure to comply with this Agreement.

I. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310-316 and 24 CFR 570.502, 570.503, and 570.504, and 570.505 as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) under this Agreement in excess of $25,000.00 (Twenty-five Thousand Dollars and 00/100) shall be used to meet one of the National Objectives in 24 CFR Part 570.208
until five (5) years after expiration of the Agreement or for such longer period of time as determined to be appropriate by the City. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a National Objective for the prescribed period of time, the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBF program or (b) retained after compensating the City in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VII. ADMINISTRATIVE REQUIREMENTS

A. Applicability of OMB Circulars

1. Accounting Standards
   The Subrecipient shall comply with 2 CFR 200, subpart d, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles
   The Subrecipient shall administer its program in conformance with 2 CFR 200, subpart e. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Recordkeeping

1. Records to be Maintained
   The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 and any other regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities, see Attachment 5;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;


g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention
The Subrecipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the conclusion or termination of all activities funded under this Agreement.

Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the five (5) year period, whichever occurs later.

This Section shall survive the expiration or earlier termination of this Agreement.

3. Applicant/Beneficiary Data
The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to income level or other basis for determining eligibility, and description of service provided. Such information shall be made available for review upon the City’s request. Data related to disability status is addressed in Attachment 5.

4. Disclosures
The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of
the City or the Subrecipient’s responsibilities with respect to services provided under this Agreement, is prohibited by the Right to Financial Privacy Act of 1978 (12 U.S.C. Chapter 35) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. **Property Records**
The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR 570.503(b)(7) as applicable.

6. **Close-Outs**
The Subrecipient’s obligation to the City shall not end until all close-out requirements are completed, and the term of this Agreement shall be extended for such period until completion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to the City), and determining the custodianship of records.

7. **Audits & Inspections**
All the records with respect to any matters covered by this Agreement shall be made available to the City, HUD, their designees or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. This obligation shall survive the expiration or earlier termination of this Agreement.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning the Subrecipient audits and as applicable, 2 CFR 200, subpart f. Agency audits are to be submitted to the City within thirty (30) days of completion.

C. **Reimbursement Procedures and Reporting**

1. **Reimbursement**
The City will reimburse the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with this Agreement, the approved budget summary, the eligibility of costs, and City policy concerning reimbursements. Approval of reimbursement requests will also be contingent upon certification of the Subrecipient's financial management system in accordance with 2 CFR 200, subpart d.

Reimbursement requests shall be submitted in the format found in the Financial Section of ZoomGrants. Requests shall be accompanied by supporting documentation providing evidence of Subrecipient expenditures. Supporting documentation shall include but not be limited to time sheets signed and dated by both the employee(s) and the supervisor. The employee’s job title shall also be reflected on the time sheet. If in the event personnel costs are not being paid entirely with CDBG funds from the City, the time sheet shall reflect the appropriate hours and the funding source(s) for non-CDBG hours. A sample time sheet shall be submitted to the City for approval prior to processing reimbursement requests for salaries. Solicitation of funds and/or any type of fundraising by an employee is not an eligible activity for reimbursement with CDBG funds.

If Subrecipient is requesting reimbursement for personnel costs, the City will process requests when supported by job descriptions and the name of employees identified in writing to the City. If in the event the Subrecipient experiences a staff change in a program supported by the City's CDBG funds, the Subrecipient agrees to provide an amended budget summary (or personnel summary if wages are the same) identifying the change of personnel.

Requests for reimbursement of rental or mortgage assistance shall be accompanied by an invoice, copy of check paid to the landlord or mortgage company and a copy of the lease or deed.

The amount of each reimbursement request must be limited to eligible costs incurred where the Subrecipient has provided documentation acceptable to the City. The Subrecipient may amend the budget by submitting a revised budget summary to the City for approval in the format described in Attachment 2. The City will not process reimbursement requests unless expenses are consistent with the approved Budget Summary.

The Subrecipient agrees to submit all reimbursement requests within fifteen (15) calendar days from the close of each month of the program year except for the final reimbursement request and to forfeit
reimbursement for any costs not requested within this timeframe unless otherwise authorized by City.

The Subrecipient agrees to submit its final reimbursement request no later than twenty (20) days from the close of the program year.

2. **Program Income**
The Subrecipient shall report monthly all Program Income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement.

The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitation, the Subrecipient may use such income during the Agreement term only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income balances on hand.

All unused Program Income shall be returned to the City at the end of the Agreement term. Any interest earned on cash advances from the U.S. Treasury is not Program Income and shall be remitted promptly to the City.

3. **Indirect Costs**
If indirect costs are charged, the Subrecipient will submit to the City for approval an indirect cost allocation plan within thirty (30) days from the execution of this Agreement. The allocation plan must have been reviewed and approved by the Subrecipient’s cognizant federal agency as defined by 2 CFR 200, subpart e, whichever is applicable, and must be current within twelve (12) months from the effective date of this Agreement.

4. **Progress Reports**
The Subrecipient agrees to provide monthly Applicant/Beneficiary Data (Example: Attachment 5) and Biannual Success Stories. Both are done within reporting perimeters as defined in ZoomGrants.

5. **Narrative Reporting**
The Subrecipient agrees to submit the following:
   a) Biannual report due by April 15, 2021. Refer to ZoomGrants “Reporting” for directions.
   b) Annual narrative report within twenty (20) calendar days of the close of the Program year. Refer to ZoomGrants “Reporting” for directions.
D. Procurement

1. Compliance
   The Subrecipient shall comply with current federal, state, and local City requirements concerning the purchase of equipment and real property and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (including but not limited to unexpended Program Income, property, and equipment) shall revert to the City upon termination of this Agreement, except as may be otherwise provided above in VI(I).

2. OMB Standards
   The Subrecipient shall procure all materials in accordance with the requirements of 2 CFR 200, subpart d; Procurement Standards and Property Management Standards as modified by 24 CFR 570.503(b)(7) covering utilization and disposal of property. The following provisions shall also be applied to subcontracts.
   
   (a) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate;
   
   (b) All Agreements in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such Agreements shall describe conditions under which the Agreement may be terminated for default as well as conditions where the Agreement may be terminated because of circumstances beyond the control of the contractor, including automatic termination of the Agreement upon expiration and/or termination of this Agreement between the City and Subrecipient.
   
   (c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds $100,000. For those contracts or subcontracts exceeding $100,000, HUD may accept the bonding policy and requirements of the recipient, provided HUD has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

(5) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(6) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this rule, as applicable. Appendix A is included as Attachment 8 to this Agreement.

(7) All contracts shall state that they are subject to the terms and conditions of this Agreement, that the subcontractor has received a copy of this Agreement, and that in the event of a conflict, the terms and conditions of this Agreement shall control.

3. **Travel**
The Subrecipient shall obtain written approval from the City for any travel outside the Boise Metropolitan Statistical Area (MSA) with funds provided under this Agreement.
VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under sections 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.)

The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance
   The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11375 and 12086.

2. Non-Discrimination
   The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, gender, gender identity/expression, sexual orientation, disability or other handicap, age, marital status or status with regard to public assistance.

3. Land Covenants
   This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined in the sale, lease, rental, or in the use or occupancy
of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504**
The Subrecipient agrees to comply with federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 706), which prohibits discrimination against the handicapped in any federally-assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action and Marketing Plans**
The Subrecipient shall utilize its existing Affirmative Marketing Plan.

1. **Affirmative Action Plan – (Employment)**
If applicable, the Subrecipient agrees that it shall develop and carry out an affirmative action plan consistent with the principles as provided in President's Executive Order 11246 as amended.

   a. Contracts and subcontracts not exceeding $10,000.00 are exempt from this clause.
   
   b. Supply and service (non-construction) contracts with fifty (50) or more employees and contracts of $50,000.00 or more are required to submit an affirmative action plan.
   
   c. Contractors and subcontractors which hold any federal or federally-assisted construction contract in excess of $10,000.00 are required to submit an affirmative action plan.

2. **Affirmative Marketing Plan – (Services and Housing)**
The Subrecipient shall utilize its current affirmative marketing efforts. The affirmative marketing plan is developed in order to further the non-discrimination and equal opportunity objectives of Title VIII of the Civil Rights Act of 1968 and Executive Order 11063. The affirmative marketing plan is subject to the approval of the City. The affirmative marketing plan shall identify specific groups that are least likely to apply for housing and/or services (i.e. race, color, national origin, age, religion, gender, disability or other handicap, or familial status), and must include strategies to inform these groups of the housing or program opportunities offered by the Subrecipient.

   The affirmative marketing plan may include the following elements:
- Advertising and press releases to the local media (newspapers of general circulation, radio, television, etc.).
- Brochures and leaflets placed in City of Boise's Division of Housing and Community Development, the offices of the Boise City-Ada County Housing Authority, employment centers, other agencies serving low- and moderate-income persons, websites publication, 2-1-1 Care Line, and on-site signage.
- Identification of groups least likely to apply.
- Special outreach to groups least likely to apply may be accomplished through activities like:
  o Offering publications and messages in languages other than English.
  o Placing announcements in minority, ethnic, women's, disability, neighborhood, special interest, family, community-based, faith-based, social service entities, housing counseling agencies, or school newspapers and brochures.
  o Distributing outreach materials at events sponsored by these organizations.
  o Making presentations to these groups and/or obtaining outreach support from them.
  o Accessing minority community organizations or those organizations primarily serving or advocating for minorities, minority faith-based groups, and/or the disabled, etc.
- In addition, providers of housing (five (5) or more units):
  o Must use the equal housing logo on written communications and marketing material: [http://www.hud.gov/library/bookshelf15/hudgraphics/theologo.cfm](http://www.hud.gov/library/bookshelf15/hudgraphics/theologo.cfm).
  o May visit tenants and owners in buildings selected for rehabilitation and posting signs marketing the program in each project site.
  o May seek the cooperation of the Boise City-Ada County Housing Authority to notify those on the waiting list of upcoming unit availability.
  o May utilize HUD Form 935.2, Affirmative Fair Housing Marketing Plan, as a guide to organizing and documenting the affirmative marketing plan [http://www.hud.gov/offices/adm/hudelips/forms](http://www.hud.gov/offices/adm/hudelips/forms).

3. **Women/Minority Business Enterprises/Labor Surplus Firms**
The Subrecipient and its subcontractors (if applicable) will take all necessary affirmative steps to assure that minority firms, women's
business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

The Subrecipient shall utilize the Idaho Department of Transportation's Disadvantaged Business Enterprises (DBE) information to put forth efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The Subrecipient may rely on written representations by the City regarding their status as minority or female business enterprises in lieu of an independent investigation. For detailed information on DBE, visit: http://itd.idaho.gov/civil/overview.htm.

4. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Notifications

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 20
The Subrecipient 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 by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an EEO or AA employer.

7. **Subcontract Provisions**
   The Subrecipient will include the provisions of paragraphs IX.A. Civil Rights and IX.B. Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

1. **Prohibited Activity**
   The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities; or lobbying, political patronage, and nepotism activities.

2. **Labor Standards**
   The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40USC 276a-276a-5; 40 USC 327 and 40 USC 276(c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 (Two Thousand Dollars and 00/100) for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal
requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. **Section 3 Clause**

a. **Compliance**

If applicable, compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and order issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of Subrecipient’s subrecipients.

Failure to fulfill these requirements shall subject the City, Subrecipient, and any of the Subrecipient’s, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by this Agreement, the Act, HUD and/or any federal, state or municipal laws, statutes or requirements through which federal assistance is provided.

Subrecipient also agrees to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC. 170 Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very-low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low- income persons residing in the metropolitan area in which the project is located.”

The Subrecipient certifies and agrees, if applicable, that:
1) No contractual or other disability exist which would prevent compliance with the requirements.

2) Opportunities for training and employment arising in connection with housing rehabilitation are provided to low- and very-low income persons residing within the metropolitan area in which the CDBG-funded project is located (including reduction and abatement of lead-based paint hazards, housing construction, or other public construction projects).

3) Where feasible, priority shall be given to low- and very-low income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very-low income participants in other HUD programs.

4) Where feasible, CDBG contract award priority for work undertaken in connection with a housing rehabilitation-- shall be given to business concerns that provide economic opportunities for low-, and very-low income persons residing within the metropolitan area in which the CDBG-funded project is located; (including activities in the reduction and abatement of lead-based paint hazards, housing construction, or other public construction project(s)).

5) Where feasible, priority shall be given to business concerns which provide economic opportunities to low- and very-low income residents within the service area of the neighborhood in which the project is located, and to low-, and very-low income participants.

b. Notifications
If applicable, the Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of the Subrecipient commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts
If applicable, the Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that a subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of
D. Conduct

1. Assignability
The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that City approved claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any proposed assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

   a. Approvals
      The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

   b. Monitoring
      The Subrecipient is responsible for the performance of subcontractors, and will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance if applicable.

   c. Content
      The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient in the performance of this Agreement.

   d. Selection Process
      The Subrecipient shall ensure that all subcontracts entered into during the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subAgreements shall be provided.
to the City along with documentation concerning the selection process.

3. **Hatch Act**
The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of chapter 15 of Title V, U.S. Code.

4. **Conflict of Interest**
The Subrecipient agrees to abide by the provisions of 24 CFR 570.611, state law, and City Code and policy with respect to conflicts of interest.

   a) Applicability. 1) In the procurement of supplies, equipment, construction, and services by recipients and by Subrecipients, the conflict of interest provisions in 2 CFR 200, subpart b (200.112), respectively, shall apply. 2) In all cases not governed by 2 CFR 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its Subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 570.203, 570.204, 570.455, or 570.703(i)).

   b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate families ties, during their tenure or for one (1) year thereafter.

   c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or
appointed official of the recipient, or of any designated public agencies, or of Subrecipients that are receiving funds under this part.

5. **Lobbying**
The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient, 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 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;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, 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, it will complete and submit Standard Form — LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

6. **Lobbying Certification — Paragraph (d)**
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 pre-requisite for making or entering into this transaction imposed by 31 USC, Section 1352, “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions”. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.
7. **Copyright**

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

8. **Religious Organizations**

Subrecipients funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, or as otherwise described in 24 CFR 570.200(j) as part of the programs or services funded under this part. If a Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

A faith-based Subrecipient organization that participates in the CDBG program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, including but not limited to those as described above.

Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization’s mission statements and other governing documents.

X. **ENVIRONMENTAL CONDITIONS**

No funds will be released until an environmental assessment is conducted and there is a determination of “No Significant Impact” in compliance with 24 CFR 58 and other federal, state, and local laws and regulations. If applicable, the City will issue a Notice to Proceed once the environmental review is completed and is accepted by the City and/or HUD.

A. **Lead-Based Paint**
The Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under CDBG. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall explain the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead-level screening for Subrecipient children under seven (7) years of age. The notice should also explain that if lead-based paint is found on the property, abatement measures may be undertaken.

XI. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Idaho. In the event of any loss, allegation, dispute, claim, action, suit and/or judgment, directly or indirectly related to this Agreement, from any persons or entities, including but not limited to, HUD, Clients and/or subcontractors, the prevailing party in the resolution of such loss, allegation, dispute, claim, action, suit and/or judgment, shall be entitled to collect attorneys’ fees and costs related to the same, including, but not limited to, fees and costs incurred on appeal. All Attachments attached hereto are incorporated herein and made a part hereof. This Agreement does not create any third party beneficiary rights or obligations with respect to any Clients in the Program.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SUBROGATION.

The Subrogation Agreement attached hereto as Exhibit B is hereby incorporated into this Agreement in its entirety.

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 28
Signatures on the next page.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BOISE

APPROVED BY:

Lauren McLean, Mayor Date

ATTEST:

Lynda Lowry, City Clerk Date

SUBRECIPIENT

BOYS AND GIRLS CLUBS OF ADA COUNTY, an Idaho non-profit corporation.

By: Colleen Braga

Print Name Date

AGREEMENT AMOUNT NOT TO EXCEED: $15,000.00

APPROVED AS TO FORM AND CONTENT

Rhiannon Avery, HCD Manager Date

Elizabeth Koeckeritz, Legal Department Date

Corey Pence, Risk Management Date

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 31
# ATTACHMENT 1
City of Boise
Division of Housing and Community Development

## PROJECT SCHEDULE

[Note: For more complicated projects such as the construction of a new facility, there would be numerous activities. The Project Schedule would be considerably expanded.]

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>From: April 1, 2020</th>
<th>To: March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Element</td>
<td>Beginning Date</td>
<td>Ending Date</td>
</tr>
<tr>
<td>Submit Policies and Procedures for Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit Insurance Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete and file Section 504 Self-Assessment and Transition Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Affirmative marketing list of agencies presented to in previous program year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Personnel Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Wages Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature Card Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit monthly Progress Reports, Reimbursement Requests, and Applicant/Beneficiary Data Reports.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Reimbursement Request, Final Applicant/Beneficiary Report, and Performance Measurement report</td>
<td></td>
<td><strong>Guidance:</strong> Submit within 15 days from the close of the program year. Must be accompanied by Applicant/Beneficiary Data Report.</td>
</tr>
<tr>
<td>Annual Report (narrative)</td>
<td></td>
<td><strong>Guidance:</strong> Submit within 20 days of the end of program year. This report is a narrative summary of the project, its successes, challenges, or failures, and the number of persons, households or families served. See Attachment 1 – Performance Measurement Report – Part II.</td>
</tr>
<tr>
<td>Audit and Management Letter</td>
<td></td>
<td><strong>Guidance:</strong> For all subrecipients receiving a total of $750,000 or more of federal assistance, an audit performed in accordance with 2 CFR 200 is required. For all other subrecipients, an audit is required and it must be presented to the City within 30 days of its receipt by the subrecipient. The auditor’s Management Letter must accompany the audit. Within 30 days of the presentation of the audit, the subrecipient must explain actions it has taken to address any audit findings or concerns. Disallowed costs must be reimbursed from non-CDBG or non-federal funds.</td>
</tr>
</tbody>
</table>
ATTACHMENT 2
City of Boise
Division of Housing and Community Development
BUDGET SUMMARY FORM

INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY FORM
The form for completion follows the instructions.

Enter all identifying information including: project number, year funded, name, and address.

I. BUDGET LINE ITEMS
   A. PERSONNEL SERVICES:
      Item 1 - Enter number of employees who have the same job title (attach a list of employee names that have the same job title).
      Item 2 - Enter Title (i.e., clerk typist).
      Item 3 - Total salary for all positions with the same job title.
      Item 4 - The portion of column 3 which is directly chargeable to the CDBG Program.
      Item 5 - Subtotal of columns 3 and 4.
      Item 6 - Any anticipated extra help and/or overtime.
      Item 7 - Fringe benefits, either as a percentage of salaries or actual dollar amount.
      Item 8 - Total of items 5-7 for columns 3 and 4.

   B. MATERIALS AND SERVICES: Break cost down to the appropriate line item. Below is a general description of those items.
      Item 9 - Office Supplies: These are items such as paper, pencils, ledgers, and similar items.
      Item 10 - Operating Supplies: Supplies which are used in the operation of the project: paint, hand tools, limited building supplies.
      Item 11 - Communications: Telephone, radio, and related charges. This could include data processing line charges.
      Item 12 - Travel and Training: This includes costs of travel, training, private auto mileage and miscellaneous travel expenses.
      Item 14 - Professional Services: This category includes purchased services. While certain insurance fees related to acquisition, construction, and rehabilitation are

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 33
allowed, all others are not. O & M costs are now allowable.

Item 15 -  **Construction Contracts**: Construction includes new and major remodeling, land preparation and demolition.

Item 16 -  **Other**: This category includes those costs not otherwise classified above.

Item 17 -  **Total Materials and Services**: Sum of items 9-16.

C. **CAPITAL OUTLAY**:

Item 18 -  **Capital Outlay**: Name the item plus the quantity (i.e., 2-file cabinets). This includes equipment, laboratory, medical and recreation equipment.

Item 19 -  **Real Property Acquisition**: Includes land, building acquisition by purchase, appraisal and closing costs.

Item 20 -  **Total Capital Outlay**: The sum of items 18 and 19.

Item 21 -  **Total Project Cost**: Sum of items 8, 17 and 20, Total Cost.

Item 22 -  **Total Housing and Community Development Award**: The total of items 8, 17 and 20, chargeable to CDBG.

II. **SOURCES OF PROJECT FUNDING**:

Item 1 -  **Federal**: Other federal funds that are approved for this project.

Item 2 -  **State**: Any state funds allocated for this project.

Item 3 -  **Local Cash**: Pledges in hand, money raised by local fund raising events. *Money being received from local or public entities.*

Item 4 -  **City**: Funds committed to this project by Boise City.

Item 5 -  **In-Kind Services and Supplies**: Volunteers, furniture, supplies, and other contributions to which a cash value can be attached.

Item 6 -  **Other**: Any other funding source not otherwise classified above.

Item 7 -  **Subtotal**: Total of categories 1 through 6 (non-CDBG funds).

Item 8 -  **CDBG Funds**: Total of line 22, above.

Item 9 -  **Total Project Cost**: This is the sum total of categories 7 and 8 (should be the same as item 21 above).

*NOTE*: Item 21 minus item 22 in part I above should be reflected in this section as other sources of funding.
City of Boise  
Division of Housing and Community Development  
BUDGET SUMMARY REPORT

Project Title:  
Legal Name of Entity:  
Address:  
City:  
State: ID  
Zip:  

I. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

<table>
<thead>
<tr>
<th>1. No. of Employees</th>
<th>2. Job Title</th>
<th>3. Total Salary</th>
<th>4. Portion Chargeable to CDBG Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

5. Subtotal  
6. Extra Help/Overtime  
7. Fringe Benefits  

8. TOTAL PERSONNEL COSTS $  

B. MATERIALS AND SERVICES:

<table>
<thead>
<tr>
<th>9. Office Supplies</th>
<th>0.00</th>
<th>0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Operating Supplies</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>11. Communications</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>12. Travel and Training</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>13. Legal and Public Notices</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>14. Professional Services –</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>15. Construction Agreements –</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>16. Other: (Detail) Client Rent Payments</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

17. TOTAL MATERIALS & SERVICES 0.00  

attachment: Exhibit A - Agreement (RES-263-20 : Boys and Girls Club of Ada County - CDBG CARES)
C. CAPITAL OUTLAY:

<table>
<thead>
<tr>
<th>18. Capital Outlay: Quantity</th>
<th>ITEM</th>
<th>Total Capital Outlay</th>
<th>Portion Chargeable to CDBG Program Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

| 19. Real Property Acquisition: | |
| 0.00                          | 0.00 |

| 20. TOTAL CAPITAL OUTLAY      | |
| 21. Total Project Cost        | $    |
| 22. Total CDBG Program Award  | $    |

II. SOURCES OF PROJECT FUNDING:

| 1. Federal: (Detail)         | $    |
| 2. State: (Detail)           |      |
| 3. Local Cash: (Detail)      |      |
| 4. County: (Detail)          |      |
| 5. In-Kind Service and Supply: (Detail) | |
| 6. Other: (Detail) CARES funding from other federal agencies for this project | $    |
| 7. Subtotal                  |      |
| 8. CDBG Program Funds        | $    |

| 9. TOTAL PROJECT COSTS       | $    |
2019 Community Development Block Grant Income Guidelines

Boise City Median Income is $73,600

**Low Income Guidelines** (80% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$41,250</td>
</tr>
<tr>
<td>2 Person</td>
<td>$47,150</td>
</tr>
<tr>
<td>3 Person</td>
<td>$53,050</td>
</tr>
<tr>
<td>4 Person</td>
<td>$58,900</td>
</tr>
<tr>
<td>5 Person</td>
<td>$63,650</td>
</tr>
<tr>
<td>6 Person</td>
<td>$68,350</td>
</tr>
<tr>
<td>7 Person</td>
<td>$73,050</td>
</tr>
<tr>
<td>8 Person</td>
<td>$77,750</td>
</tr>
</tbody>
</table>

**Very-Low Income Guidelines** (50% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$25,800</td>
</tr>
<tr>
<td>2 Person</td>
<td>$29,450</td>
</tr>
<tr>
<td>3 Person</td>
<td>$33,150</td>
</tr>
<tr>
<td>4 Person</td>
<td>$36,800</td>
</tr>
<tr>
<td>5 Person</td>
<td>$39,750</td>
</tr>
<tr>
<td>6 Person</td>
<td>$42,700</td>
</tr>
<tr>
<td>7 Person</td>
<td>$45,650</td>
</tr>
<tr>
<td>8 Person</td>
<td>$48,600</td>
</tr>
</tbody>
</table>

**Extremely Low Income Guidelines** (30% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$15,500</td>
</tr>
<tr>
<td>2 Person</td>
<td>$17,700</td>
</tr>
<tr>
<td>3 Person</td>
<td>$21,330</td>
</tr>
<tr>
<td>4 Person</td>
<td>$25,750</td>
</tr>
<tr>
<td>5 Person</td>
<td>$30,170</td>
</tr>
<tr>
<td>6 Person</td>
<td>$34,590</td>
</tr>
<tr>
<td>7 Person</td>
<td>$39,010</td>
</tr>
<tr>
<td>8 Person</td>
<td>$43,430</td>
</tr>
</tbody>
</table>

SOURCE: HUD.GOV FY2019 Income Limits Documentation System

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 37
ATTACHMENT 4
City of Boise
Division of Housing and Community Development
NON-DISCRIMINATION PROVISIONS

GENERAL PROVISIONS

A. With respect to the administration of its CDBG and HOME programs, the City of Boise, its officers, agents, employees, and all its subrecipients and contractors, agree to refrain from any acts that have the purpose or the effect of subjecting qualified disabled persons to discrimination solely on the basis of disability, including:

1. Denying a qualified individual with a disability the opportunity to participate in, or benefit from, the housing, aid, benefits or services;
2. Failing to afford a qualified individual with a disability an equal opportunity to participate in, or benefit from, housing, aid, benefits or services;
3. Failing to provide a qualified individual with a disability with housing, benefits or services that afford the individual an equal opportunity to obtain the same results or benefits provided to others;
4. Providing different or separate housing, aid, benefits or services on the basis of disability, unless such action is necessary to provide qualified individuals with disabilities with housing, aid, benefits or services that are as effective as those provided to others;
5. Providing financial assistance to an agency, organization or person that is known to the City of Boise to discriminate on the basis of disability in the provision of housing, aid, benefits or services to beneficiaries in the City’s CDBG and HOME-funded programs or activities;
6. Denying a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards;
7. Denying a dwelling to an otherwise qualified individual because of his or her disability or a disability of a family member;
8. Limiting a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity afforded to other qualified individuals receiving similar housing, aid, benefits or services;
9. Denying qualified individuals with disabilities the opportunity to participate in any Federally-assisted program or activity;
10. Utilizing criteria or methods of administration, either directly or through Agreement or other arrangements, that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination solely on the basis of disability;
11. Selecting sites or locations for Federally-assisted facilities that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination under any program or activity receiving Federal financial assistance from the HUD; and
12. Failing to administer Federally-assisted programs and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities.
B. With respect to programs or activities funded in whole or in part with CDBG and HOME funds, the City of Boise, its officers, agents, employees, and all its subrecipients and Agreementors, agree to refrain from any acts that have the purpose or the effect of subjecting persons to discrimination on the basis of their race, color or national origin, including:

1. Denying an individual any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
2. Providing any housing, accommodations, facilities, services, financial aid or other benefits to a person that are different, or are provided in a different manner, from those provided to others under the program or activity, on the basis of race, color or national origin;
3. Subjecting an individual to segregation or separate treatment in any matter related to his/her receipt of housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
4. Restricting an individual in any way in access to such housing, accommodations, facilities, services, financial aid or other benefits, or in the enjoyment of any advantage or privilege enjoyed by others in connection with such housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
5. Treating an individual differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
6. Denying an individual an opportunity to participate in the program or activity through the provision of services or otherwise, or afford him/her an opportunity to do so which is different from that afforded to others under the program or activity (including the opportunity to participate in the program or activity as an employee), on the basis of race, color or national origin;
7. Denying a qualified individual the opportunity to participate as a member of a planning or advisory body on the basis of race, color or national origin;
8. Using criteria or methods of administration that have the effect of subjecting persons to discrimination on the basis of race, color or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color or national origin; and
9. Making selections of sites or locations of housing, accommodations or facilities with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the basis of race, color or national origin or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act.

SPECIFIC REQUIREMENTS

Benefits, Services and Method of Administration

1. Subrecipients shall revise its notice of nondiscrimination provided to employees and applicants for employment to include an identification of the Section 504 Coordinator (if applicable) by title and information on how to contact this person. The revision shall be made to the application for employment, the employee handbook and to all other recruitment material or publications made available to applicants for employment or to employees.

2. Subrecipients shall revise their housing application and/or application for services to add a request for the voluntary identification of the applicant’s race, national origin and disability status. The request shall state that the collected information will remain confidential and will not be used in making decisions concerning housing in the form attached as Exhibit D.1.

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 39
3. Subrecipients shall collaborate with the City in a study of the extent to which persons with disabilities apply for and participate in its housing programs and/or services, and shall submit monthly summary report reports in the form attached as Exhibit D.2.

4. Subrecipients shall include a statement in its policies and procedures of appeal rights available to rejected applicants for housing and/or services, including the right to file a Section 504 grievance (if applicable) in the form attached as Exhibit D.3.

Affirmative Marketing

Subrecipients shall develop a system for maintaining records of its efforts to affirmatively market housing units and to assess the results of these actions. The subrecipient shall submit monthly narrative reports addressing general progress of the project, impediments, and marketing and outreach to communities least likely to apply.

Subrecipients shall modify outreach to add specific efforts to reach minorities. New outreach efforts shall include advertisement in minority media, contact with leaders of minority community organizations and distribution of outreach material at events sponsored by minority community organizations.

Subrecipient Monitoring

Subrecipients shall allow the City of Boise to include monitoring for civil rights and fair housing compliance in all of its annual reviews. Pursuant to 24 CFR §84.53(e) the federal regulations provide the following:

"HUD, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph (e) are not limited to the required retention period, but shall last as long as records are retained."

Pursuant to 24 CFR §8.55(b) the federal regulations require the following:

"Each recipient shall keep such records and submit to the responsible civil rights official or his or her designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible civil rights official or his or her designee may determine to be necessary to enable him or her to ascertain whether the recipient has complied or is complying with this part. In general, recipients should have available for the Department data showing the extent to which individuals with handicaps are beneficiaries of federally assisted programs."

For purposes of this Agreement, the responsible civil rights official is the Director of the HUD Office of Fair Housing and Equal Opportunity in Seattle, Washington.
Attachment 5

BENEFICIARY DATA RECORD and DISABILITY SURVEY

(For CDBG Clients)

Applications for housing and services are considered without regard to age, race, color, religion, gender, national origin, familial status, or disability.

The purpose for this Data Record is to comply with federal record keeping and reporting requirements. The City of Boise makes periodic statistical reports to the federal government on all programs and services covered by the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. The completion of data regarding race, ethnicity, and disability status by the CDBG Client is OPTIONAL. However, please complete the required information regarding your household composition. If you choose to volunteer the additional information, please note that all Data Records are kept in a confidential file, and are not included as part of your application for housing or services.

Please note: INCLUSION OR EXCLUSION OF ANY DATA WILL NOT AFFECT ANY DECISION REGARDING YOUR APPLICATION FOR HOUSING PROGRAMS OR SERVICES.

Instructions for completing Beneficiary Data Record:

1. Indicate the public service for which you are applying.
2. Indicate the total number of persons in your household who are applying for services.
3. Indicate whether the head of household is female.
4. Indicate the number of persons in the household who are over the age of 62.
5. Provide a self-identification of ethnicity for all persons in the household applying for services (the total number should equal the total number of persons in your household that are reported in question #2 above).
6. Provide a self-identification of race for all persons in the household applying for services (the total number should equal the number reported in question #2 and #5 above).

Instructions for completing Disability Survey: Please indicate whether any person in your household has a disability¹, and if any, please indicate the total number of disabled persons. Mark only "yes" or "no", and indicate the number of disabled persons in your household, if any. Please DO NOT indicate the type, nature, or severity of the disability.

¹ Please note: Under the Americans with Disabilities Act (ADA), an individual with a disability is a person who: has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. A physical impairment is defined by the ADA as "Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine." A mental impairment is defined by the ADA as: "[a]ny mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities."
CDBG Beneficiary Data Record

Please provide the following required information regarding your household; the total number of family members, the breakdown of male and female household members, whether the Head of Household is female, and how many household members are elderly.

1. Program Applied For: 

2. Total Applicants/Clients in household applying for housing or services

3. Is the Head of Household female? Yes: ☐ No: ☐

4. Elderly Status: How many members in household are ages 62 or over?

5. Ethnic Categories

- How many household members are of Hispanic or Latino ethnicity:
- How many household members are NOT of Hispanic/Latino ethnicity:
- Total (should total number of clients listed in question #2 above):

6. Racial/multi-racial Categories: (please indicate number of household members that apply to each racial category):
   - American Indian or Alaska Native
   - American Indian or Alaska Native and White
   - American Indian or Alaska Native and Black or African American
   - Asian
   - Asian and White
   - Black or African American
   - Black or African American and White
   - Native Hawaiian or Other Pacific Islander
   - White
   - Other Multi-racial (please specify):
   - Total (should total number of clients listed in question #2 and #5 above):

Disability Survey

The U.S. Department of Housing and Urban Development requires periodic reports on the race, ethnicity, and disability status of applicants. This data is for statistical analysis with respect to reporting civil rights compliance for the City of Boise. **SUBMISSION OF THIS INFORMATION IS VOLUNTARY.** Mark only "yes" or "no", and indicate the number of disabled persons in your household, if any. **Please DO NOT indicate the type of disability, or provide us with any information regarding the nature or severity of the disability.**

7. Disability Status:
   - Does any one in the applicant household have a disability: Yes: ☐ No: ☐
   - How many persons in your household have a disability? Enter number, if any:

For Office Use Only: RECORD #: __________________

This applicant converted to beneficiary status? Yes ____ No ____

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 42
Beneficiary Data Instructions

This form is intended to be used by subrecipients who receive HOME or CDBG financial assistance from the City of Boise to report household or client data for income, race and ethnicity, female head of household, elderly members of household, and disability status information.

Income Categories
Report the total number of CDBG Clients served by household income category. Please note, although clients in households whose income exceeds 80% AMI may not be eligible for CDBG services, services providers contracted for reimbursement of salaries must report the demographic data on clients turned away, denied services or where other sources of funding was used to serve clients who were otherwise CDBG-eligible.

Female Head of Household
Report the total number of households where the head of household was female.

Elderly (Age 62 or over)
Report the total number of clients receiving services who were age 62 or over.

Racial Categories
Please note that collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below. The five racial categories as revised by the Office of Management and Budget are defined as follows:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs. Accordingly, please note that several categories have been combined into 4 additional multi-racial categories and "other" category.

Ethnic Categories
The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined as follows:

race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of

Disability Status
Recipients of HUD grant fund are required to collect information regarding the disability status from applicants and beneficiaries in accordance with 24 CFR 8.55(b). This requires that the City of Boise to have information necessary to determine the extent to which individuals with disabilities apply for and participate in its programs. Please note that this information shall be solicited on a voluntary basis by the grantee. Please be advised that the grantee shall not ask persons to identify the nature or severity of a disability.

Specific Instructions for Completing the Form:

Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report the aggregate totals of the racial and ethnic data that you collect via the applicable categories.

Total Number of Racial Responses: Next to each of the racial categories, indicate the number of voluntary responses for each of the racial or multi-racial categories. For "Other Multi-racial" please indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations above. Please report both for period, and contract year-to-date cumulative.

Total Number of Hispanic or Latino Responses: Under this column you should indicate the total number of responses collected by those applicants indicating their ethnicity affirmatively as Hispanic or Latino. Please report both for period, and contract year-to-date cumulative.

Total Number of Disability Status Responses: Under this column you should indicate the total number of responses collected in the block checked "Yes" to the question, "Do you have a disability?" This data on disability status is being requested specifically as a requirement of the Voluntary Compliance Agreement (VCA), entered into between the City of Boise and HUD. Pursuant to Section III.A.21 of the VCA, the City of Boise shall conduct a study in collaboration with its housing and community development stakeholders of the extent to which persons with disabilities apply for and participate in its housing programs and in the programs of its sub-recipients. Data should be collected for all those applicants who both apply for housing or services and for those WHO RECEIVED HOUSING AND SERVICES – AND ARE BENEFICIARIES OF HOUSING AND SERVICES. The data should be reported for the time period and cumulative from contract year-to-date.

Comparison of Total Number of Applicants who qualified for Housing and/or Services – and were reported as Beneficiaries: Under this column, please indicate the total number of applications
Attachment 6

City Of Boise
Section 504 Grievance Process

The following is an overview of how the City of Boise processes Grievances filed by individuals who have experienced disability discrimination under the law called Section 504. Section 504 of the Rehabilitation Act protects you from discrimination in federally funded programs for which you qualify, and is commonly called "Section 504."

What is a Grievance?
A Grievance is a complaint on the basis of disability and in some way asking for the City of Boise's assistance in resolving the problem. It may be submitted in writing or by using the online Grievance Form. The Grievance should contain:

- Complainant's name and address;
- Name and address of the individual, department or organization (City of Boise sub-recipient of federal assistance) alleged to have discriminated (the "recipient"); and
- Description of the discriminatory actions and the date of those actions.
- Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
- If desired, a complainant may propose a solution or remedy to the problem.

The Grievance may be amended at any time to clarify or amplify the allegation. Although a Grievance will contain the name of the complainant, the City of Boise will keep that identity confidential unless it has written authorization from the complainant to release it or except as necessary to carry out the purpose of the Section 504 regulations, including the enforcement provisions.

When Must a Grievance be Filed?
Under Section 504, a Grievance should be filed within a reasonable time after the complainant becomes aware of the action alleged to be prohibited. All Grievances must be filed within 180 days of the alleged act of discrimination unless the City of Boise waives this time limit for good cause shown. The Grievance is deemed received on the date the City of Boise actually receives it or, if mailed, on the date it is postmarked.

Who May File a Grievance?
Any individual who believes he or she has been discriminated against on the basis of disability by a recipient of Federal financial assistance, his or her representative, or a member of a class of persons so situated, or the authorized representative of a member of that class.

Who is an Individual with Disabilities?
An individual with disabilities is any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

Where May a Grievance be Filed?
A Grievance may be filed by mail to the City of Boise, Section 504 Coordinator, 625 W, Idaho Street, Boise, Idaho 83702, 208-384-3850

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 44
City of Boise Section 504 Grievance Process

Notification to Parties
Within ten (10) days of receipt, the City of Boise will notify the complainant and the recipient that it has received the Grievance.

Notification of the Parties and the Recipient’s Opportunity to Respond
Once the Grievance has been accepted, the Section 504 Coordinator for the City of Boise will notify the complainant and the recipient of its acceptance. The Section 504 Coordinator will also notify the recipient of the allegations and provide an opportunity for a written response to the allegations within thirty (30) days of receiving the notice. Like the Grievance, the recipient’s response may be amended for good cause at any time.

Voluntary Resolution of the Issues
During investigation of the Grievance, the Section 504 Coordinator will make every effort to define all of the issues contained in the Grievance. Throughout the Grievance process, the Section 504 Coordinator will encourage a voluntary resolution of the matter, and will assist the parties in resolving the Grievance through informal resolution. A matter may be resolved by informal means at any time.

The Investigation and Determination
Within ninety (90) calendar days after receiving the Grievance, the Section 504 Coordinator must investigate the incident and issue a finding of whether or not discrimination was found. The Section 504 Coordinator will request all of the information that the City of Boise believes is necessary in order to fully investigate the issues in the Grievance. The Grievance investigation will involve interviews and meetings with the parties, including any witnesses or other persons identified as having some involvement in the issues of the Grievance. The Section 504 Coordinator may also conduct on-site reviews of facilities that are under the recipient's oversight, if these facilities are a part of the Grievance. Once the Grievance investigation is completed, the Section 504 Coordinator will compile all of its findings and shall issue a written determination.

Appeal Procedure
The grievant is not precluded from filing formal complaints at any time during or after the grievance process with the following state or federal agencies:

Idaho Human Rights Commission
1109 Main Street
P.O. Box 83720
Boise ID 83720-0040
(208) 334-2373

Seattle Regional Office of FHEO
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, Washington 98104-1000
(206) 220-5170
1-800-877-0246
TTY (206) 220-5185

Intermountain Fair Housing Council
1-800-717-0695

U.S. Department of Justice
Washington, D.C. 20530
Employment complaints may be filed with:

Equal Employment Opportunity Commission
2815 2nd Avenue, Suite 500
Seattle, Washington
City Of Boise  
Section 504 Grievance Form  
Grievance Information  

Your Name: ____________________________  

Your Address: __________________________  

City, State, Zip Code: ____________________  

Daytime Phone: _______________ Evening Phone: _______________  

Other Contact Information  
Who else can we call if we cannot reach you? ____________________________  

Daytime Phone: _______________ Evening Phone: _______________  

Grievance  
1. What happened to you? How were you discriminated against? State briefly what happened.  

________________________________________________________________________  

________________________________________________________________________  

________________________________________________________________________  

2. Why do you believe you are being discriminated against?  

________________________________________________________________________  

________________________________________________________________________  

________________________________________________________________________  

3. Who do you believe discriminated against you?  

Name: ____________________________  

Address: ___________________________  

Phone: _____________________________
City of Boise Section 504 Grievance Form

Please note: If this is a housing-related grievance, it is a violation of the law to deny you your housing rights for any of the following factors: age, race, color, religion, sex, national origin, familial status (families with children under 18), or disability. Sufficient data should be included to substantiate any claims or charges.

Additional supporting documentation may be attached.

4. Where did the alleged act of discrimination occur?
Address: ________________________________
City, State, Zip Code: ________________________

5. When did the last act of discrimination occur?
Enter the date (mm/dd/yyyy) ________________________
Is the alleged discrimination continuous or ongoing? _Yes _ No

6. Is there any solution you believe may remedy the problem?
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

________________________________________________________________________

______________________________________  __________________________________
Signature                          Date

Send this form to:
Attn: Section 504 Coordinator
625 W. Idaho Street
Boise, Idaho 83702
208-384-3850
ATTACHMENT 7
City of Boise
Division of Housing and Community Development
ANNUAL INCOME

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for Hourly Employment:

Household Member #1

Job #1:
Hourly Wage: $__________ X Hours Per Week _____________ = _____________ Weekly Income (a)

Job #2:
Hourly Wage: $__________ X Hours Per Week _____________ = _____________ Weekly Income (b)

(a) + (b) x 4.33 = _______________ Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) _________________ = Monthly Gross

Monthly Gross x 12 = _______________ Annual Income

Household Member #2

Job #1:
Hourly Wage: $__________ X Hours Per Week _____________ = _____________ Weekly Income (a)

Job #2:
Hourly Wage: $__________ X Hours Per Week _____________ = _____________ Weekly Income (b)

(a) + (b) x 4.33 = _______________ Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) _________________ = Monthly Gross

Monthly Gross x 12 = _______________ Annual Income

Did you collect source documents for income verification? ___ Yes ___ No

Are the source documents for income verification from the last 30 days? ___ Yes ___ No

Total Annual Household Gross Monthly Amount $ _______________ (line C from Household Member 1+2)
Total anticipated Annual Household Gross Annual Amount $ _______________ (Total Annual Household) x 12

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 48
Family/Household Size: 

- Low Income below 30% of median income as the annual household income is less than $______
- Low-Mod Income 30-50% of median income as the annual household income is less than $______
- Moderate Income over 50-80% of median income as the annual household income is less than $______
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

________________________________________  _________________________
Signature                                      Date

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for individuals who are Salaried: if individual has part-time work in addition to a salary, please use the hourly calculations worksheet for that portion of income.

Household Member #1

Monthly Salary: $______________

Monthly Gross x 12 = _______________Annual Income

Household Member #2

Monthly Salary: $______________

Monthly Gross x 12 = _______________Annual Income

________________________________________
Did you collect source documents for income verification? ___ Yes ___ No

Are the source documents for income verification from the last 30 days? ___ Yes ___ No

Total Annual Household Gross Monthly Amount $______________ (a) (Household Member 1 +2)

Total anticipated Annual Household Gross Annual Amount $____________ (a) x 12

Family/Household Size: 

- Low Income below 30% of median income as the annual household income is less than $______
- Low-Mod Income 30-50% of median income as the annual household income is less than $______
- Moderate Income over 50-80% of median income as the annual household income is less than $______
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

________________________________________  _________________________
Signature                                      Date

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 49
ATTACHMENT 8
City of Boise
Division of Housing and Community Development
APPENDIX A TO PART 84 – CONTRACT PROVISIONS

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:


2. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act

CONTRACT FOR CDBG FUNDS (BOYS AND GIRLS CLUBS) - 50
(40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).


8. Debarment and Suspension (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Drug-Free Workplace Requirements—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD’s rules at 24 CFR part 24, subpart F.

10. HUD’s Definition of Homelessness and Chronic Homelessness – For purposes of this Agreement, the term “homeless”, “homeless individual”, and “homeless person” means—(1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); (4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (5) an individual or family who—
(A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
(i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
(ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;
(B) has no subsequent residence identified; and (C) lacks the resources or support networks needed to obtain other permanent housing; and
(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—
(A) have experienced a long term period without living independently in permanent housing,
(B) have experienced persistent instability as measured by frequent moves over
such period, and (C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS.—Notwithstanding any other provision of this section, HUD shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

CHRONICALLY HOMELESS

(A) IN GENERAL.—The term 'chronically homeless' means, with respect to an individual or family, that the individual or family—
   (i) is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter;
   (ii) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least 4 separate occasions in the last 3 years; and (iii) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions.

(B) RULE OF CONSTRUCTION.—A person who currently lives or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days shall be considered chronically homeless if such person met all of the requirements described in subparagraph (A) prior to entering that facility.
EXHIBIT B

DUPLICATION OF BENEFITS AFFIDAVIT

Small Business Loan and Grant Implementation, CDBG CARES Act

Description: As part of the CARES Act, Small Business Loan and Grant Program Design and Implementation Toolkit, the Duplication of Benefits (DOB) Affidavit may be used to assist CDBG-CV grantees in verifying all funding a business has received for CARES Act related projects in order to eliminate any duplication of benefits. Note the Affidavit requests insurance information (e.g. policy number, insurance name) regardless if an applicant submitted a claim or received funding. This information provides a grantee the opportunity to verify a participant’s information with each insurance company—similar to the data sharing practice a grantee will undertake with FEMA and SBA.

Modification of Source Documents Provided by: City of Boise, Housing and Community Development

This is not an official HUD document and has not been reviewed by HUD counsel. It is provided for informational purposes only. Any binding agreement should be reviewed by attorneys for the parties to the agreement and must conform to state and local laws.

U.S. Department of Housing and Urban Development
Community Planning and Development, CARES Act
SUBROGATION AGREEMENT

In consideration of Subrecipient’s receipt of funds or the commitment by City to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Funds”) under the City’s CDGB CARES Act funding (the “Program”) administered by City, Subrecipient hereby assigns to City all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Subrecipient Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of grants funds related to the CARES Act emergency funding to the extent of Grant Funds paid or to be paid to Subrecipient under the Program and that are determined in the sole discretion of City to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any DOB Proceeds, Subrecipient agrees to immediately notify the City who will notify HUD of such additional amounts, and HUD will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City, to be retained and/or disbursed as provided in this Agreement.

Subrecipient agrees to assist and cooperate with the City elect to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by the City, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the City, to the extent of the Grant Funds paid to Subrecipient under the Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows the City to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the City to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient’ consent to such company to release said information to the City.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to the City, if Subrecipient received Grant Funds under the Program in an
amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient’s award.

In the event that the Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Affidavit (“Subsequent Proceeds”), Subrecipient shall pay such Subsequent Proceeds directly to the City and the City will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds (“Subsequent DOB Proceeds”). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Funds, any Subsequent DOB Proceeds shall be retained by the City and remitted to HUD.
2. If the Subrecipient has received no payment of the Grant Funds, any Subsequent DOB Proceeds shall be used by the City to reduce payments of the Grant Funds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Funds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Funds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by the City and remitted to HUD.
4. If the City makes the determination that the Subrecipient does not qualify to participate in the Program or the Subrecipient determines not to participate in the Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once the City has recovered an amount equal to the Grant Funds paid to Subrecipient, the City will reassign to Subrecipient any rights assigned to the City pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of Closing.

NOTICE: Subrecipient and the person executing this Agreement on behalf of the Applicant hereby represents that he/she understands that making a materially false/misleading written statement to obtain the Grant Proceeds can result in the applicant facing debarment from receiving future funding, administrative recoveries of funds, civil law suits and criminal prosecution. In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant Funds.

In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorney’s fees.
DUPLICATION OF BENEFITS AFFIDAVIT

INSTRUCTIONS

The affidavit is divided into four (4) components:

1. Assistance received from other CARES Act business assistance projects being administered by the grantee;
2. Insurance assistance received for CARES Act related projects; and,
3. Government, bank and any and all other funding received by a business for CARES Act related projects.
4. Attachments;
5. Signature(s)

Read each component in full and provide the accurate information.

Part 1. Other Federal Programs Assistance Duplication of Benefits Affidavit

This affidavit must be completed by all businesses that have applied for and/or received any assistance from the CARES Act. The information within this affidavit will provide the City of Boise with vital information for processing the application required by the Stafford Act Section 312 on Duplication of Benefits.

Indicate with an “X” the program(s) for which your business is applying AND any program your business has previously received funds from.

[X] Small Business Loan, through the SBA for general operations - $10,000
[] PPP Loan for this project;
[X] PPP Loan for other programs administered by our agency
[] ESG
[] Bank loan for the project
[] Bank loan for other programs administered by our agency

Part 2. Insurance Duplication of Benefits Affidavit

Insurance company information must be completed even if the Company named herein did not receive insurance monies as compensation for the COVID-19 Pandemic. If there were insurance claims due to COVID-19, the name of the insurance company, policy number, claim number, and settled amount, if any, must be completed. Copies of the insurance policies in place at the time of COVID-19, and any correspondence with the insurance companies on or after April 1, 2020 must be attached to this affidavit.

This section must be signed in front of a notary public.

Before me, the undersigned authority, on this day personally appeared to the person named below, who, being by me duly sworn under penalty of perjury and penalty of violation of Federal and State laws applicable to [insert name of company]’s application for and receipt of a grant or forgivable loan under the [insert name of program company applying for] made the following statements and swore that they were true:

1. I hereby state that I am the authorized signatory of [insert name of company] (the “Applicant”) and am duly authorized by the Applicant to make the certifications contained in this Affidavit on behalf of the Applicant.

CARES Act/CDBG-CV: Duplication of Benefits Affidavit 1
2. I hereby state and certify to the United States Department of Housing and Urban Development and to The City of Boise as follows:

   ☑ On any date on or after April 1, 2020 of COVID-19 Pandemic, CDBG-CV funds will be used to prevent, prepare for, and respond to the coronavirus pandemic.

   ☑ On any date on or after April 1, 2020, COVID-19 Pandemic, you will notify the City of Boise if you attempted to file an insurance claim(s) for operational losses or any other kind of insurance claim for business interruptions due to COVID-19 [insert name of company]. If insurance was carried by [insert name of company], fill in the information requested below using the insurance information in effect at the time of operational losses or business interruptions due to the COVID-19 Pandemic on or after April 1, 2020.

Please provide information regarding any such insurance policies and information regarding claims filed and paid, if any, in the designated spaces below. If no claim was filed under an insurance policy listed below, fill in the applicable blank with “None.”

<table>
<thead>
<tr>
<th>Insurance Company Name</th>
<th>Policy Number</th>
<th>Type of Insurance</th>
<th>Claim Number</th>
<th>Settled Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

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<tr>
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<th>Claim Number</th>
<th>Settled Amount</th>
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<tr>
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<th>Policy Number</th>
<th>Type of Insurance</th>
<th>Claim Number</th>
<th>Settled Amount</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
Part 3. Government, Bank and Other Funding Sources Duplication of Benefits Affidavit

This section identifies any sources of funds that the business has received as a result of the CARES Act, other than insurance. Sources of funds include but are not limited to: Federal, state and local loan/grant programs, private or bank loans, nonprofit donations or loans. Please indicate below the amount allocated to your business from any and all funding sources not.

Source of Funds #1

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Economic Injury Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose</td>
<td>Small Business Administration</td>
</tr>
<tr>
<td>Amount</td>
<td>$10,000</td>
</tr>
<tr>
<td>Government Loan</td>
<td>Government Grant</td>
</tr>
<tr>
<td>Nonprofit Grant</td>
<td>Nonprofit Loan</td>
</tr>
<tr>
<td>Private Loan</td>
<td>Other:</td>
</tr>
</tbody>
</table>

Source of Funds #2

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Payroll Protection Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose</td>
<td>Small Business Administration</td>
</tr>
<tr>
<td>Amount</td>
<td>$290,440</td>
</tr>
<tr>
<td>Government Loan</td>
<td>Government Grant</td>
</tr>
<tr>
<td>Nonprofit Grant</td>
<td>Nonprofit Loan</td>
</tr>
<tr>
<td>Private Loan</td>
<td>Other:</td>
</tr>
</tbody>
</table>

Source of Funds #3

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Emergency Childcare Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose</td>
<td>Dept. of Health + Welfare</td>
</tr>
<tr>
<td>Amount</td>
<td>$25,000</td>
</tr>
<tr>
<td>Government Loan</td>
<td>Government Grant</td>
</tr>
<tr>
<td>Nonprofit Grant</td>
<td>Nonprofit Loan</td>
</tr>
<tr>
<td>Private Loan</td>
<td>Other:</td>
</tr>
</tbody>
</table>

Source of Funds #4

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose</td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>Government Loan</td>
<td>Government Grant</td>
</tr>
<tr>
<td>Nonprofit Grant</td>
<td>Nonprofit Loan</td>
</tr>
<tr>
<td>Private Loan</td>
<td>Other:</td>
</tr>
</tbody>
</table>

Part 4. Attachments

Attached to this Affidavit are copies of the following:

CARES Act/CDBG-CV: Duplication of Benefits Affidavit
1. Each insurance policy in force on or after April 1, 2020.
2. All correspondence relating to the insurance policies described in (1) of this sentence, including correspondence regarding any claims filed under such insurance policies. No other correspondence with respect to any such insurance policies and/or claims has been received by me as of the date of this Affidavit.
3. Acceptable Documentation for each of the sources of funds acquired as a result of the April 1, 2020, COVID-19 Pandemic.

Part 5. Signature(s)

By executing this Insurance Affidavit, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

Dated this the 19th day of June, 2020.

Applicant (Affiant) Signature Print: 

Applicant name (Affiant): 

Joint Applicant (Affiant) Signature Print: 

Joint Applicant name (Affiant): 

SUBSCRIBED AND SWORN TO before me, by the above-named Affiant(s) this, the 19th day of June, 2020, to certify which witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 10/12/2025

Attachment: Exhibit A - Agreement (RES-263-20 : Boys and Girls Club of Ada County - CDBG CARES)
TO: Mayor and Council
FROM: Rhiannon Avery, Planning and Development Services
NUMBER: RES-264-20
DATE: June 24, 2020
SUBJECT: NeighborWorks Boise - CDBG CARES Funding

BACKGROUND:
This project was included in the First Amendment Annual Action Plan 2019 - CARES Act that was approved by Mayor and Council on May 19, 2020, by RES-197-20.

FINANCIAL IMPACT:
No General Fund Impact for Federal Funds

ATTACHMENTS:
- Exhibit A - Agreement (PDF)
CITY OF BOISE

Resolution NO. RES-264-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT) AND NEIGHBORHOOD HOUSING SERVICES, INC. D/B/A NEIGHBORWORKS BOISE, FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS MORTGAGE ASSISTANCE PROGRAM, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 318-19, adopted by the Boise City Council and approved by the Mayor of Boise City on July 17, 2019, an application was filed with the United States Department of Housing and Urban Development to obtain Federal funds to achieve, locally, the objectives of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, and Title 3, Chapter 5, Boise City Code; and

WHEREAS, it was necessary that the 2019 application for Federal Financial Assistance, and the 2019 Consolidated Housing and Community Development Annual Action Plan, be submitted to the U.S. Department of Housing and Urban Development for the city of Boise City to receive Community Development Block Grant and Home Investment Partnerships Program funding; and

WHEREAS, said funds were appropriated by the United States Congress and were made available for the City of Boise to carry out a local housing and community development strategy; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City of Boise has determined it necessary to formally amend its 2019 Consolidated Housing and Community Development Annual Action Plan in accordance with the
CITY OF BOISE

Community Development Block Grant Program, Community Development Block Grant CARES, Consolidated Plan Regulations and the Citizens Participation Plan at 24 CFR Part 91; and

WHEREAS, by Resolution No. 197-20, adopted by the Boise City Council and approved by the Mayor of Boise on May 19, 2020, an amendment was filed with the United States Department of Housing and Urban Development; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

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

Section 1. That the agreement by and between the city of Boise City and Neighborhood Housing Services, Inc. D/B/A NeighborWorks Boise., a copy of which is attached hereto as Exhibit A and incorporated herein by reference, shall be, and hereby is, approved both as to form and content.

Section 2. That the Mayor and City Clerk, respectively, shall be, and hereby are, authorized to execute and attest the attached agreement on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
EXHIBIT A
CFDA 14-218
B-20-MC-16-0001
AGREEMENT BETWEEN THE CITY OF BOISE CITY
AND
NEIGHBORHOOD HOUSING SERVICES, INC. D/B/A NEIGHBORWORKS BOISE
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CARES FUNDS

This Agreement is entered into this day of June 2020, by and between the city of Boise City, a municipal corporation formed and existing pursuant to Title 50, Idaho Code ("City" or "Grantee") and Neighborhood Housing Services, Inc. D/B/A NeighborWorks Boise, an Idaho non-profit corporation ("Subrecipient"). City and Subrecipient may be referred to herein as the "parties" or a "party" as the case may be.

RECITALS

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 ("Act"); and

WHEREAS, the City is the direct recipient of the U.S. Department of Housing and Urban Development (HUD) and acts as a financing disbursement conduit between HUD and service providers to implement programs, including, but not limited to funds associated with Community Development Block Grants ("CDBG"), consistent with the requirements of 24 CFR Part 570 and 2 CFR Part 200, which implement requirements of the Act and/or HUD for CDBG programs, which requirements Subrecipient agrees to comply with and all of which are hereby incorporated as part of this Agreement; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

AGREEMENT

NOW, THEREFORE, for valuable consideration, including the recitals above which are hereby incorporated below, it is agreed between the parties hereto that;

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 2
I. SCOPE OF SERVICE

A. Eligible Activities
The Subrecipient will be responsible for administering a CDBG program through an activity, known as Mortgage Assistance Program (05Q), as defined herein, in a manner satisfactory to the City and consistent with any standards required as a condition of providing the funds. Such programs will include the following activities eligible under the CDBG program as defined by 24 CFR 570.208(a)(2).

Program Description
The Subrecipient will assist 88 non-duplicated low to moderate income households with up to three months of mortgage assistance, financial counseling, and administration (which also may be referred to herein as the “CDGB Program”, “Program”, “program” and/or “Project” or “project”) as a result of COVID-19.

Activities
The Subrecipient will provide the following activities to eligible clients (as defined in 102A below): to assess the eligibility for mortgage assistance, review through a financial counseling appointment the households budget, follow-up financial counseling (as needed), and administration of the program.

General Administration
Community Development Block Grant funds will be used to reimburse salaries for staff and provide up to three months of mortgage payments to the loan servicer.

Administrative Office Location
The primary administrative office is located at NeighborWorks, 3380 W. Americana Terrace, Suite 120, Boise, Idaho 83706.

B. Performance Measurement
The Program’s effectiveness will be measured by:
* Applicant/Beneficiary Data Report (Example: Attachment 5; ZoomGrants “Reporting”); and
* Reimbursement Request (ZoomGrants “Financial”).

C. National Objectives
The Subrecipient certifies, represents and warrants that the Program will meet one or more of the CDBG program’s national objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208 (“National Objectives”).
D. **Staffing**
The Subrecipient agrees to provide the City with a staff list with names, job titles and descriptions prior to the Subrecipient’s initial reimbursement request.

E. **Project Schedule**
The Subrecipient shall submit a signed, dated, and detailed Project Schedule (Attachment 1). The Project Schedule must indicate the start and end dates for different project elements. The Project Schedule shall be submitted as a companion document with this Agreement. A revised Project Schedule shall be submitted when delays of thirty (30) days or more are anticipated or experienced.

F. **Compliance / Performance Monitoring**
The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a specified period of time after notification by the City, Agreement suspension or termination procedures may be initiated at the discretion of the City.

(i) The Subrecipient will be allowed no more than three non-compliance performance standards throughout the contract. Non-compliance includes, but is not limited to: missing a deadline, providing inaccurate monthly data, and/or not providing correct supporting documentation. The first occurrence will result in a warning; the second a formal letter; and the third will result in a formal letter notifying that the Subrecipient is not eligible to request funding for the following grant cycle.

(ii) Should the Subrecipient receive two or fewer warnings, it will receive recommendation for on-going funding in the following grant cycle.

II. **TIME OF PERFORMANCE/AGREEMENT TERM**

Services of Subrecipient shall start on **April 1, 2020** and shall be completed by **March 31, 2021**. The terms and conditions of this Agreement shall be automatically extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including Program Income [if applicable, defined in VII(C)(2)] solely for the purposes of close out under VII(B)(6), and shall immediately expire upon completion of close out.

III. **BUDGET AND PAYMENTS**

The budget shall be in the amount and format as approved by the City in the Budget Summary (Attachment 2), not to exceed the total amount as stated below. Upon approval by the City, the budget shall be incorporated herein by this reference. In the
event the City requires more information prior to approval of the budget, the Subrecipient shall provide such supplementary budget information in a timely manner in the form and content prescribed by the City. Any indirect costs charged must be consistent with the conditions of VII(C)(3) of this Agreement. The Budget Summary may be amended as provided for amendments to this Agreement in VI(G).

It is expressly agreed and understood that the maximum amount available for reimbursement by the City to the Subrecipient under this Agreement shall not exceed Five Hundred Thousand and 00/100 Dollars ($500,000.00). The effectiveness of this Agreement is conditioned upon the following: City receiving its CDBG entitlement from HUD, City approval of this Agreement and Budget Summary, any necessary environmental clearances, Subrecipient’s presentation of acceptable insurance certificates, and initial certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200. If the above initial conditions are not met, this Agreement shall be considered null and void and of no force or effect for either party.

Eligible expenses incurred will be reimbursed for activities performed on or after April 1, 2020, with a one-time upfront reimbursement of $150,000 after contract execution, and after a Notice to Proceed has been issued by the City. Documentation and recordkeeping will be required for the first $150,000 through ZoomGrants. This will include supporting documentation until is fully drawn. Drawdowns for the payment of eligible expenses and general administration shall be made against the Budget Summary and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200, as determined by the City from time to time.

Notwithstanding anything to the contrary in this Agreement, the City has the right to decline any individual reimbursement payment request by Subrecipient under this Agreement if such payment is either not approved by the City Council, if Subrecipient materially fails to meet its Agreement requirements as determined by the City in its sole discretion, and/or this Agreement is otherwise terminated.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

City:

Rhiannon Avery, Grants and Programs Manager
City of Boise – Housing and Community Development
150 N. Capitol Boulevard
Boise, Idaho 83702
(208) 570-6832

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 5
Subrecipient:

Bud Compher, CEO
Neighborhood Housing Services, Inc. D/B/A NeighborWorks Boise
3380 W. Americana Terrace, Suite 120
Boise, Idaho 83706

V. SPECIAL CONDITIONS

A. Persons who are eligible to receive funds pursuant to this Agreement and the CDBG program must meet the following requirements: reside within the City of Boise, Idaho, meet the income guidelines in Attachment 4 (as updated) ("Client"), and are seeking assistance as a result of COVID-19. If a person does not meet the above requirements, the Subrecipient must deem the person ineligible, no longer a Client, and must immediately suspend use of federal funds for the Client.

B. The Subrecipient shall ensure compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation Act, and Americans with Disabilities Act requirements as indicated in Attachment 4.

C. The City reserves the right to make unannounced agency visits in order to verify compliance with all program requirements.

D. The Subrecipient may utilize Attachment 7 to determine annual household income of the Client based on CDBG criteria.

VI. GENERAL CONDITIONS

A. **General Compliance**
   The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52, and all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor**
   Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee...
between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

Accordingly, it is the Subrecipient’s obligation to pay all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance for its services performed under this Agreement.

C. **Hold Harmless**
The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including all officials and employees, from any and all losses, allegations, claims, actions, suits, charges, costs, fees and judgments whatsoever that arise out of the Subrecipient’s performance or non-performance directly or indirectly related to the services or subject matter in this Agreement, including, but not limited to, Subrecipient’s, or Subrecipient’s subcontractors’, failure to comply with any requirements of the Act, HUD, City and/or other applicable federal, state and/or municipal laws, statutes, regulations and/or requirements.

D. **Worker’s Compensation**
The Subrecipient shall provide Workers’ Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

E. **Insurance and Bonding**
The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to all reimbursement from the City.

The Subrecipient shall comply with the bonding requirements of 2 CFR 200.325.

The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including its officials and employees, from and for any all losses, allegations, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Subrecipient, its servants, agents, employees, guests, and business invitees, directly or indirectly related to this Agreement, and not caused by or arising out of the tortious conduct of the City or its employees. In addition, the Subrecipient shall maintain and specifically agrees that it will maintain, commencing upon execution of the agreement and continuing thereafter throughout the term of this agreement, liability insurance, in which the City shall be named as an additional insured in the minimum amount 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 duty to indemnify the City stated above.
F. **Grantee Recognition**

The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement in part by providing an affirmative marketing plan as described in IX(B)(2) below. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments**

The City and the Subrecipient may amend this Agreement (including Attachments) at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations, and approved by the City’s governing body, unless the City determines in its discretion that approval of the amendment by the City’s governing body is not necessary. Amendments shall not invalidate this agreement, nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

Additionally, the City may, in its discretion, unilaterally amend this Agreement (including Attachments) to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons; provided that, if such amendments result in a change in the funding, the scope of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Subrecipient.

H. **Default: Suspension or Termination**

In accordance with 2 CFR 200, subpart d, the City may suspend or terminate this Agreement, or exercise any other remedies stated therein, if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with the Act or any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.
In accordance with 2 CFR 200, subpart d, this Agreement may also be terminated by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination; the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

Subrecipient will be reimbursed by the City for Health Care Services conducted through the effective date of the termination, unless such Health Care Services were in default of this Agreement. If this Agreement is terminated, Subrecipient will immediately undertake the required close out procedures described herein.

In the event of any termination of this Agreement, at the City’s option, Subrecipient will provide all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports of other materials prepared by the Subrecipient under this Agreement within a reasonable period of time after the City’s request. This obligation shall survive the expiration and/or earlier termination of this Agreement.

Subrecipient shall be considered in default under this Agreement if it fails to materially comply with any terms, conditions, representations, and/or warranties in this Agreement. In addition to the termination of this Agreement, or the suspension of payments until such default is cured, the City shall have all rights and remedies against Subrecipient for such default under applicable law, including, but not limited to, those remedies described in 24 CFR 200, subpart d, Subrecipient’s return of any and all CDBG funds to the City, payment of any and all penalties, costs and expenses related to the Act and/or HUD enforcement, specific performance, and/or any and all damages caused by Subrecipient’s failure to comply with this Agreement.

1. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310-316 and 24 CFR 570.502, 570.503, and 570.504, and 570.505 as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) under this Agreement
in excess of $25,000.00 (Twenty-five Thousand Dollars and 00/100) shall be used to meet one of the National Objectives in 24 CFR Part 570.208 until five (5) years after expiration of the Agreement or for such longer period of time as determined to be appropriate by the City. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a National Objective for the prescribed period of time, the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBF program or (b) retained after compensating the City in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VII. ADMINISTRATIVE REQUIREMENTS

A. Applicability of OMB Circulars

1. Accounting Standards
   The Subrecipient shall comply with 2 CFR 200, subpart d, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles
   The Subrecipient shall administer its program in conformance with 2 CFR 200, subpart e. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Recordkeeping

1. Records to be Maintained
   The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 and any other regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 10
a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities, see Attachment 5;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. **Retention**
The Subrecipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the conclusion or termination of all activities funded under this Agreement.

Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the five (5) year period, whichever occurs later.

This Section shall survive the expiration or earlier termination of this Agreement.

3. **Applicant/Beneficiary Data**
The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to income level or other basis for determining eligibility, and description of service provided. Such information shall be made available for review upon the City’s request. Data related to disability status is addressed in Attachment 5.

4. **Disclosures**
The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City or the Subrecipient’s responsibilities with respect to services provided under this Agreement, is prohibited by the Right to Financial Privacy Act of 1978 (12 U.S.C. Chapter 35) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. **Property Records**
The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR 570.503(b)(7) as applicable.

6. **Close-Outs**
The Subrecipient’s obligation to the City shall not end until all close-out requirements are completed, and the term of this Agreement shall be extended for such period until completion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to the City), and determining the custodianship of records.

7. **Audits & Inspections**
All the records with respect to any matters covered by this Agreement shall be made available to the City, HUD, their designees or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. This obligation shall survive the expiration or earlier termination of this Agreement.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning the Subrecipient audits and as applicable, 2 CFR 200, subpart f. Agency audits are to be submitted to the City within thirty (30) days of completion.
C. Reimbursement Procedures and Reporting

1. Reimbursement

The City will reimburse the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with this Agreement, the approved budget summary, the eligibility of costs, and City policy concerning reimbursements. Approval of reimbursement requests will also be contingent upon certification of the Subrecipient's financial management system in accordance with 2 CFR 200, subpart d.

Reimbursement requests shall be submitted in the format found in the Financial Section of ZoomGrants. Requests shall be accompanied by supporting documentation providing evidence of Subrecipient expenditures. Supporting documentation shall include but not be limited to time sheets signed and dated by both the employee(s) and the supervisor. The employee's job title shall also be reflected on the time sheet. If in the event personnel costs are not being paid entirely with CDBG funds from the City, the time sheet shall reflect the appropriate hours and the funding source(s) for non-CDBG hours. A sample time sheet shall be submitted to the City for approval prior to processing reimbursement requests for salaries. Solicitation of funds and/or any type of fundraising by an employee is not an eligible activity for reimbursement with CDBG funds.

If Subrecipient is requesting reimbursement for personnel costs, the City will process requests when supported by job descriptions and the name of employees identified in writing to the City. If in the event the Subrecipient experiences a staff change in a program supported by the City's CDBG funds, the Subrecipient agrees to provide an amended budget summary (or personnel summary if wages are the same) identifying the change of personnel.

Requests for reimbursement of rental or mortgage assistance shall be accompanied by an invoice, copy of check paid to the landlord or mortgage company and a copy of the lease or deed.

The amount of each reimbursement request must be limited to eligible costs incurred where the Subrecipient has provided documentation acceptable to the City. The Subrecipient may amend the budget by submitting a revised budget summary to the City for approval in the format described in Attachment 2. The City will not process reimbursement requests unless expenses are consistent with the approved Budget Summary.
The Subrecipient agrees to submit all reimbursement requests within fifteen (15) calendar days from the close of each month of the program year except for the final reimbursement request and to forfeit reimbursement for any costs not requested within this timeframe unless otherwise authorized by City.

The Subrecipient agrees to submit its final reimbursement request no later than twenty (20) days from the close of the program year.

2. **Program Income**
The Subrecipient shall report monthly all Program Income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement.

The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitation, the Subrecipient may use such income during the Agreement term only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income balances on hand.

All unused Program Income shall be returned to the City at the end of the Agreement term. Any interest earned on cash advances from the U.S. Treasury is not Program Income and shall be remitted promptly to the City.

3. **Indirect Costs**
If indirect costs are charged, the Subrecipient will submit to the City for approval an indirect cost allocation plan within thirty (30) days from the execution of this Agreement. The allocation plan must have been reviewed and approved by the Subrecipient’s cognizant federal agency as defined by 2 CFR 200, subpart e, whichever is applicable, and must be current within twelve (12) months from the effective date of this Agreement.

4. **Progress Reports**
The Subrecipient agrees to provide monthly Applicant/Beneficiary Data (Example: Attachment 5) and Biannual Success Stories. Both are done within reporting perimeters as defined in ZoomGrants.

5. **Narrative Reporting**
The Subrecipient agrees to submit the following:
   a) Biannual report due by April 15, 2021. Refer to ZoomGrants “Reporting” for directions.
b) Annual narrative report within twenty (20) calendar days of the close of the Program year. Refer to ZoomGrants “Reporting” for directions.

D. **Procurement**

1. **Compliance**
   The Subrecipient shall comply with current federal, state, and local City requirements concerning the purchase of equipment and real property and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (including but not limited to unexpended Program Income, property, and equipment) shall revert to the City upon termination of this Agreement, except as may be otherwise provided above in VI(I).

2. **OMB Standards**
   The Subrecipient shall procure all materials in accordance with the requirements of 2 CFR 200, subpart d; Procurement Standards and Property Management Standards as modified by 24 CFR 570.503(b)(7) covering utilization and disposal of property. The following provisions shall also be applied to subcontracts.
   
   (a) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate;

   (b) All Agreements in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such Agreements shall describe conditions under which the Agreement may be terminated for default as well as conditions where the Agreement may be terminated because of circumstances beyond the control of the contractor, including automatic termination of the Agreement upon expiration and/or termination of this Agreement between the City and Subrecipient.

   (c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds $100,000. For those contracts or subcontracts exceeding $100,000, HUD may accept the bonding policy and requirements of the recipient,
provided HUD has made a determination that the Federal Government’s interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”

(5) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(6) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this rule, as applicable. Appendix A is included as Attachment 8 to this Agreement.

(7) All contracts shall state that they are subject to the terms and conditions of this Agreement, that the subcontractor has received a copy of this Agreement, and that in the event of a conflict, the terms and conditions of this Agreement shall control.

3. **Travel**

**CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 16**
The Subrecipient shall obtain written approval from the City for any travel outside the Boise Metropolitan Statistical Area (MSA) with funds provided under this Agreement.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under sections 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.)

The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance
The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11375 and 12086.

2. Non-Discrimination
The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, gender, gender identity/expression, sexual orientation, disability or other handicap, age, marital status or status with regard to public assistance.

3. Land Covenants
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or
improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504**
The Subrecipient agrees to comply with federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 706), which prohibits discrimination against the handicapped in any federally-assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action and Marketing Plans**
The Subrecipient shall utilize its existing Affirmative Marketing Plan.

1. **Affirmative Action Plan – (Employment)**
   If applicable, the Subrecipient agrees that it shall develop and carry out an affirmative action plan consistent with the principles as provided in President’s Executive Order 11246 as amended.

   a. Contracts and subcontracts not exceeding $10,000.00 are exempt from this clause.

   b. Supply and service (non-construction) contracts with fifty (50) or more employees and contracts of $50,000.00 or more are required to submit an affirmative action plan.

   c. Contractors and subcontractors which hold any federal or federally-assisted construction contract in excess of $10,000.00 are required to submit an affirmative action plan.

2. **Affirmative Marketing Plan – (Services and Housing)**
The Subrecipient shall utilize its current affirmative marketing efforts. The affirmative marketing plan is developed in order to further the non-discrimination and equal opportunity objectives of Title VIII of the Civil Rights Act of 1968 and Executive Order 11063. The affirmative marketing plan is subject to the approval of the City. The affirmative marketing plan shall identify specific groups that are least likely to apply for housing and/or services (i.e. race, color, national origin, age, religion, gender, disability or other handicap, or familial
status), and must include strategies to inform these groups of the housing or program opportunities offered by the Subrecipient.

The affirmative marketing plan may include the following elements:

- Advertising and press releases to the local media (newspapers of general circulation, radio, television, etc.).
- Brochures and leaflets placed in City of Boise’s Division of Housing and Community Development, the offices of the Boise City-Ada County Housing Authority, employment centers, other agencies serving low- and moderate-income persons, websites publication, 2-1-1 Care Line, and on-site signage.
- Identification of groups least likely to apply.
- Special outreach to groups least likely to apply may be accomplished through activities like:
  - Offering publications and messages in languages other than English.
  - Placing announcements in minority, ethnic, women’s, disability, neighborhood, special interest, family, community-based, faith-based, social service entities, housing counseling agencies, or school newspapers and brochures.
  - Distributing outreach materials at events sponsored by these organizations.
  - Making presentations to these groups and/or obtaining outreach support from them.
  - Accessing minority community organizations or those organizations primarily serving or advocating for minorities, minority faith-based groups, and/or the disabled, etc.
- In addition, providers of housing (five (5) or more units):
  - Must use the equal housing logo on written communications and marketing material: (http://www.hud.gov/library/bookshelf15/hudgraphics/fhexologocfm).
  - May visit tenants and owners in buildings selected for rehabilitation and posting signs marketing the program in each project site.
  - May seek the cooperation of the Boise City-Ada County Housing Authority to notify those on the waiting list of upcoming unit availability.
  - May utilize HUD Form 935.2, Affirmative Fair Housing Marketing Plan, as a guide to organizing and documenting the affirmative marketing plan (http://www.hud.gov/offices/adm/hudclips/forms).
3. **Women/Minority Business Enterprises/Labor Surplus Firms**
   
The Subrecipient and its subcontractors (if applicable) will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

   Affirmative steps shall include:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

   d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

   e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

   f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

   The Subrecipient shall utilize the Idaho Department of Transportation Disadvantaged Business Enterprises (DBE) information to put forth efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. The Subrecipient may rely on written representations by the City regarding their status as minority or female business enterprises in lieu of an independent investigation. For detailed information on DBE, visit: [http://itd.idaho.gov/civil/overview.htm](http://itd.idaho.gov/civil/overview.htm).

4. **Access to Records**
   
The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized federal officials for
purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. **Notifications**
The Subrecipient 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 by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an EEO or AA employer.

7. **Subcontract Provisions**
The Subrecipient will include the provisions of paragraphs IX.A. Civil Rights and IX.B. Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

1. **Prohibited Activity**
The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities; or lobbying, political patronage, and nepotism activities.

2. **Labor Standards**
The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40USC 276a-276a-5; 40 USC 327 and 40 USC 276(c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8)
units, all contractors engaged under contracts in excess of $2,000.00 (Two Thousand Dollars and 00/100) for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. **Section 3 Clause**

a. **Compliance**

If applicable, compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and order issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of Subrecipient’s subrecipients.

Failure to fulfill these requirements shall subject the City, Subrecipient, and any of the Subrecipient’s, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by this Agreement, the Act, HUD and/or any federal, state or municipal laws, statutes or requirements through which federal assistance is provided.

Subrecipient also agrees to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC. 170 Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very-low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."
The Subrecipient certifies and agrees, if applicable, that:

1) No contractual or other disability exist which would prevent compliance with the requirements.

2) Opportunities for training and employment arising in connection with housing rehabilitation are provided to low- and very-low income person residing within the metropolitan area in which the CDBG-funded project is located (including reduction and abatement of lead-based paint hazards, housing construction, or other public construction projects).

3) Where feasible, priority shall be given to low- and very-low income persons within the service area of the project or the neighborhood in which the project is located, and to low-, and very-low income participants in other HUD programs.

4) Where feasible, CDBG contract award priority for work undertaken in connection with a housing rehabilitation shall be given to business concerns that provide economic opportunities for low-, and very-low income persons residing within the metropolitan area in which the CDBG-funded project is located; (including activities in the reduction and abatement of lead-based paint hazards, housing construction, or other public construction project(s)).

5) Where feasible, priority shall be given to business concerns which provide economic opportunities to low- and very-low income residents within the service area of the neighborhood in which the project is located, and to low-, and very-low income participants.

b. Notifications
If applicable, the Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of the Subrecipient commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts
If applicable, the Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that a subcontractor is in
violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not award any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability
   The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that City approved claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any proposed assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

   a. Approvals
      The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

   b. Monitoring
      The Subrecipient is responsible for the performance of subcontractors, and will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance if applicable.

   c. Content
      The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient in the performance of this Agreement.

   d. Selection Process
      The Subrecipient shall ensure that all subcontracts entered into during the performance of this Agreement

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 24
shall be awarded on a fair and open competition basis. Executed copies of all subAgreements shall be provided to the City along with documentation concerning the selection process.

3. **Hatch Act**
The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of chapter 15 of Title V, U.S. Code.

4. **Conflict of Interest**
The Subrecipient agrees to abide by the provisions of 24 CFR 570.611, state law, and City Code and policy with respect to conflicts of interest.

   a) Applicability. 1) In the procurement of supplies, equipment, construction, and services by recipients and by Subrecipients, the conflict of interest provisions in 2 CFR 200, subpart b (200.112), respectively, shall apply. 2) In all cases not governed by 2 CFR 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its Subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 570.203, 570.204, 570.455, or 570.703(i)).

   b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate families ties, during their tenure or for one (1) year thereafter.
c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of Subrecipients that are receiving funds under this part.

5. **Lobbying**  
The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient, 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 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;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, 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, it will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

6. **Lobbying Certification – Paragraph (d)**  
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 pre-requisite for making or entering into this transaction imposed by 31 USC, Section 1352, “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions”. Any person who fails to file the required
certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

7. **Copyright**
   If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

8. **Religious Organizations**
   Subrecipients funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, or as otherwise described in 24 CFR 570.200(j) as part of the programs or services funded under this part. If a Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

   A faith-based Subrecipient organization that participates in the CDBG program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, including but not limited to those as described above.

   Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

X. **ENVIRONMENTAL CONDITIONS**

   No funds will be released until an environmental assessment is conducted and there is a determination of "No Significant Impact" in compliance with 24 CFR 58 and other federal, state, and local laws and regulations. If applicable, the City will issue a Notice to Proceed once the environmental review is completed and is accepted by the City and/or HUD.

**CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 27**
A. **Lead-Based Paint**

The Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under CDBG. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall explain the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead-level screening for Subrecipient children under seven (7) years of age. The notice should also explain that if lead-based paint is found on the property, abatement measures may be undertaken.

XI. **APPLICABLE LAW**

This Agreement shall be governed in all respects by the laws of the State of Idaho. In the event of any loss, allegation, dispute, claim, action, suit and/or judgment, directly or indirectly related to this Agreement, from any persons or entities, including but not limited to, HUD, Clients and/or subcontractors, the prevailing party in the resolution of such loss, allegation, dispute, claim, action, suit and/or judgment, shall be entitled to collect attorneys' fees and costs related to the same, including, but not limited to, fees and costs incurred on appeal. All Attachments attached hereto are incorporated herein and made a part hereof. This Agreement does not create any third party beneficiary rights or obligations with respect to any Clients in the Program.

XII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. **SUBROGATION.**

The Subrogation Agreement attached hereto as Exhibit B is hereby incorporated into this Agreement in its entirety.

**CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 28**
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BOISE

APPROVED BY:

Lauren McLean, Mayor Date

ATTEST:

Lynda Lowry, City Clerk Date

SUBRECIPIENT

Neighborhood Housing Services, Inc.
D/B/A NeighborWorks Boise, an Idaho non-profit corporation.

By:

Buddy L Compher Jr 6/16/20

Print Name Date

AGREEMENT AMOUNT NOT TO EXCEED: $500,000

APPROVED AS TO FORM AND CONTENT

Rhiannon Avery, HCD Manager Date

Elizabeth Koeckeritz, Legal Department Date

Corey Pence, Risk Management Date
### ATTACHMENT 1

City of Boise  
Division of Housing and Community Development  

**PROJECT SCHEDULE**

(Note: For more complicated projects such as the construction of a new facility, there would be numerous activities. The Project Schedule would be considerably expanded.)

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Project Period</th>
<th>From: April 1, 2020</th>
<th>To: March 31, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Element</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit Policies and Procedures for Program</td>
<td>Beginning Date</td>
<td>Ending Date</td>
<td></td>
</tr>
<tr>
<td>Submit Insurance Certificate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete and file Section 504 Self-Assessment and Transition Plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Affirmative marketing list of agencies presented to in previous program year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Personnel Submitted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Wages Submitted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature Card Submitted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit monthly Progress Reports, Reimbursement Requests, and Applicant/Beneficiary Data Reports,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Reimbursement Request, Final Applicant/Beneficiary Report, and Performance Measurement report</td>
<td>Guidance: Submit within 15 days from the close of the program year. Must be accompanied by Applicant/Beneficiary Data Report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Report (narrative)</td>
<td>Guidance: Submit within 20 days of the end of program year. This report is a narrative summary of the project, its successes, challenges, or failures, and the number of persons, households or families served. See Attachment 1 – Performance Measurement Report – Part II.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit and Management Letter</td>
<td>Guidance: For all subrecipients receiving a total of $750,000 or more of federal assistance, an audit performed in accordance with 2 CFR 200 is required. For all other subrecipients, an audit is required and it must be presented to the City within 30 days of its receipt by the subrecipient. The auditor’s Management Letter must accompany the audit. Within 30 days of the presentation of the audit, the subrecipient must explain actions it has taken to address any audit findings or concerns. Disallowed costs must be reimbursed from non-CDBG or non-federal funds.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 32**
ATTACHMENT 2
City of Boise
Division of Housing and Community Development
BUDGET SUMMARY FORM

INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY FORM
The form for completion follows the instructions.

Enter all identifying information including; project number, year funded, name, and address.

I. BUDGET LINE ITEMS
   A. PERSONNEL SERVICES:
      Item 1 - Enter number of employees who have the same job title (attach a list of employee names that have the same job title).
      Item 2 - Enter Title (i.e., clerk typist).
      Item 3 - Total salary for all positions with the same job title.
      Item 4 - The portion of column 3 which is directly chargeable to the CDBG Program.
      Item 5 - Subtotal of columns 3 and 4.
      Item 6 - Any anticipated extra help and/or overtime.
      Item 7 - Fringe benefits, either as a percentage of salaries or actual dollar amount.
      Item 8 - Total of items 5-7 for columns 3 and 4.

   B. MATERIALS AND SERVICES: Break cost down to the appropriate line item. Below is a general description of those items.
      Item 9 - Office Supplies: These are items such as paper, pencils, ledgers, and similar items.
      Item 10 - Operating Supplies: Supplies which are used in the operation of the project: paint, hand tools, limited building supplies.
      Item 11 - Communications: Telephone, radio, and related charges. This could include data processing line charges.
      Item 12 - Travel and Training: This includes costs of travel, training, private auto mileage and miscellaneous travel expenses.
      Item 14 - Professional Services: This category includes purchased services. While certain insurance fees related to acquisition, construction, and rehabilitation are

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 33
allowed, all others are not. O & M costs are now allowable.

Item 15 - Construction Contracts: Construction includes new and major remodeling, land preparation and demolition.

Item 16 - Other: This category includes those costs not otherwise classified above.

Item 17 - Total Materials and Services: Sum of items 9-16.

C. CAPITAL OUTLAY:

Item 18 - Capital Outlay: Name the item plus the quantity (i.e., 2-file cabinets). This includes equipment, laboratory, medical and recreation equipment.

Item 19 - Real Property Acquisition: Includes land, building acquisition by purchase, appraisal and closing costs.

Item 20 - Total Capital Outlay: The sum of items 18 and 19.

Item 21 - Total Project Cost: Sum of items 8, 17 and 20, Total Cost.

Item 22 - Total Housing and Community Development Award: The total of items 8, 17 and 20, chargeable to CDBG.

II. SOURCES OF PROJECT FUNDING:

Item 1 - Federal: Other federal funds that are approved for this project.

Item 2 - State: Any state funds allocated for this project.

Item 3 - Local Cash: Pledges in hand, money raised by local fund raising events. Money being received from local or public entities.

Item 4 - City: Funds committed to this project by Boise City.

Item 5 - In-Kind Services and Supplies: Volunteers, furniture, supplies, and other contributions to which a cash value can be attached.

Item 6 - Other: Any other funding source not otherwise classified above.

Item 7 - Subtotal: Total of categories 1 through 6 (non-CDBG funds).

Item 8 - CDBG Funds: Total of line 22, above.

Item 9 - Total Project Cost: This is the sum total of categories 7 and 8 (should be the same as item 21 above).

NOTE: Item 21 minus item 22 in part I above should be reflected in this section as other sources of funding.
City of Boise  
Division of Housing and Community Development  
BUDGET SUMMARY REPORT

Project Title:

Legal Name of Entity:

Address:

City: State: Zip:

I. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

<table>
<thead>
<tr>
<th>1. No. of Employees</th>
<th>2. Job Title</th>
<th>3. Total Salary</th>
<th>4. Portion Chargeable to CDBG Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Subtotal

6. Extra Help/Overtime

7. Fringe Benefits

8. TOTAL PERSONNEL COSTS $ $ 

B. MATERIALS AND SERVICES:

<table>
<thead>
<tr>
<th>9. Office Supplies</th>
<th>0.00</th>
<th>0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Operating Supplies</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>11. Communications</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>12. Travel and Training</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>13. Legal and Public Notices</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>14. Professional Services –</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>15. Construction Agreements –</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>16. Other: (Detail) Client Rent Payments</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>17. TOTAL MATERIALS &amp; SERVICES</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 35
C. CAPITAL OUTLAY:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Total Capital Outlay</th>
<th>Portion Chargeable to CDBG Program Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Capital Outlay: Quantity</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>19. Real Property Acquisition:</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**20. TOTAL CAPITAL OUTLAY**

<table>
<thead>
<tr>
<th>21. Total Project Cost</th>
<th>22. Total CDBG Program Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

II. SOURCES OF PROJECT FUNDING:

<table>
<thead>
<tr>
<th>1. Federal: (Detail)</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. State: (Detail)</td>
<td></td>
</tr>
<tr>
<td>3. Local Cash: (Detail)</td>
<td></td>
</tr>
<tr>
<td>4. County: (Detail)</td>
<td></td>
</tr>
<tr>
<td>5. In-Kind Service and Supply: (Detail)</td>
<td></td>
</tr>
<tr>
<td>6. Other: (Detail) CARES funding from other federal agencies for this project</td>
<td>$</td>
</tr>
<tr>
<td>7. Subtotal</td>
<td></td>
</tr>
<tr>
<td>8. CDBG CARES Program Funds</td>
<td>$</td>
</tr>
<tr>
<td>9. TOTAL PROJECT COSTS</td>
<td>$</td>
</tr>
</tbody>
</table>
ATTACHMENT 3  
City of Boise  
Division of Housing and Community Development  
INCOME GUIDELINES

2019 Community Development Block Grant Income Guidelines  
Boise City Median Income is $73,600

**Low Income Guidelines** (80% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$41,250</td>
</tr>
<tr>
<td>2 Person</td>
<td>$47,150</td>
</tr>
<tr>
<td>3 Person</td>
<td>$53,050</td>
</tr>
<tr>
<td>4 Person</td>
<td>$58,900</td>
</tr>
<tr>
<td>5 Person</td>
<td>$63,650</td>
</tr>
<tr>
<td>6 Person</td>
<td>$68,350</td>
</tr>
<tr>
<td>7 Person</td>
<td>$73,050</td>
</tr>
<tr>
<td>8 Person</td>
<td>$77,750</td>
</tr>
</tbody>
</table>

**Very-Low Income Guidelines** (50% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$25,800</td>
</tr>
<tr>
<td>2 Person</td>
<td>$29,450</td>
</tr>
<tr>
<td>3 Person</td>
<td>$33,150</td>
</tr>
<tr>
<td>4 Person</td>
<td>$36,800</td>
</tr>
<tr>
<td>5 Person</td>
<td>$39,750</td>
</tr>
<tr>
<td>6 Person</td>
<td>$42,700</td>
</tr>
<tr>
<td>7 Person</td>
<td>$45,650</td>
</tr>
<tr>
<td>8 Person</td>
<td>$48,600</td>
</tr>
</tbody>
</table>

**Extremely Low Income Guidelines** (30% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$15,500</td>
</tr>
<tr>
<td>2 Person</td>
<td>$17,700</td>
</tr>
<tr>
<td>3 Person</td>
<td>$21,330</td>
</tr>
<tr>
<td>4 Person</td>
<td>$25,750</td>
</tr>
<tr>
<td>5 Person</td>
<td>$30,170</td>
</tr>
<tr>
<td>6 Person</td>
<td>$34,590</td>
</tr>
<tr>
<td>7 Person</td>
<td>$39,010</td>
</tr>
<tr>
<td>8 Person</td>
<td>$43,430</td>
</tr>
</tbody>
</table>

SOURCE: HUD.GOV FY2019 Income Limits Documentation System

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 37
ATTACHMENT 4
City of Boise
Division of Housing and Community Development
NON-DISCRIMINATION PROVISIONS

GENERAL PROVISIONS

A. With respect to the administration of its CDBG and HOME programs, the City of Boise, its officers, agents, employees, and all its subrecipients and contractors, agree to refrain from any acts that have the purpose or the effect of subjecting qualified disabled persons to discrimination solely on the basis of disability, including:

1. Denying a qualified individual with a disability the opportunity to participate in, or benefit from, the housing, aid, benefits or services;
2. Failing to afford a qualified individual with a disability an equal opportunity to participate in, or benefit from, housing, aid, benefits or services;
3. Failing to provide a qualified individual with a disability with housing, benefits or services that afford the individual an equal opportunity to obtain the same results or benefits provided to others;
4. Providing different or separate housing, aid, benefits or services on the basis of disability, unless such action is necessary to provide qualified individuals with disabilities with housing, aid, benefits or services that are as effective as those provided to others;
5. Providing financial assistance to an agency, organization or person that is known to the City of Boise to discriminate on the basis of disability in the provision of housing, aid, benefits or services to beneficiaries in the City's CDBG and HOME-funded programs or activities;
6. Denying a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards;
7. Denying a dwelling to an otherwise qualified individual because of his or her disability or a disability of a family member;
8. Limiting a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity afforded to other qualified individuals receiving similar housing, aid, benefits or services;
9. Denying qualified individuals with disabilities the opportunity to participate in any Federally-assisted program or activity;
10. Utilizing criteria or methods of administration, either directly or through Agreement or other arrangements, that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination solely on the basis of disability;
11. Selecting sites or locations for Federally-assisted facilities that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination under any program or activity receiving Federal financial assistance from the HUD; and
12. Failing to administer Federally-assisted programs and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities.
B. With respect to programs or activities funded in whole or in part with CDBG and HOME funds, the City of Boise, its officers, agents, employees, and all its subrecipients and Agreements, agree to refrain from any acts that have the purpose or the effect of subjecting persons to discrimination on the basis of their race, color or national origin, including:

1. Denying an individual any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
2. Providing any housing, accommodations, facilities, services, financial aid or other benefits to a person that are different, or are provided in a different manner, from those provided to others under the program or activity, on the basis of race, color or national origin;
3. Subjecting an individual to segregation or separate treatment in any matter related to his/her receipt of housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
4. Restricting an individual in any way in access to such housing, accommodations, facilities, services, financial aid or other benefits, or in the enjoyment of any advantage or privilege enjoyed by others in connection with such housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
5. Treating an individual differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
6. Denying an individual an opportunity to participate in the program or activity through the provision of services or otherwise, or afford him/her an opportunity to do so which is different from that afforded to others under the program or activity (including the opportunity to participate in the program or activity as an employee), on the basis of race, color or national origin;
7. Denying a qualified individual the opportunity to participate as a member of a planning or advisory body on the basis of race, color or national origin;
8. Using criteria or methods of administration that have the effect of subjecting persons to discrimination on the basis of race, color or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color or national origin; and
9. Making selections of sites or locations of housing, accommodations or facilities with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the basis of race, color or national origin or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act.

SPECIFIC REQUIREMENTS

Benefits, Services and Method of Administration

1. Subrecipients shall revise its notice of nondiscrimination provided to employees and applicants for employment to include an identification of the Section 504 Coordinator (if applicable) by title and information on how to contact this person. The revision shall be made to the application for employment, the employee handbook and all other recruitment material or publications made available to applicants for employment or to employees.

2. Subrecipients shall revise their housing application and/or application for services to add a request for the voluntary identification of the applicant's race, national origin and disability status. The request shall state that the collected information will remain confidential and will not be used in making decisions concerning housing in the form attached as Exhibit D.1.
3. Subrecipients shall collaborate with the City in a study of the extent to which persons with disabilities apply for and participate in its housing programs and/or services, and shall submit monthly summary report reports in the form attached as Exhibit D.2.

4. Subrecipients shall include a statement in its policies and procedures of appeal rights available to rejected applicants for housing and/or services, including the right to file a Section 504 grievance (if applicable) in the form attached as Exhibit D.3.

Affirmative Marketing

Subrecipients shall develop a system for maintaining records of its efforts to affirmatively market housing units and to assess the results of these actions. The subrecipient shall submit monthly narrative reports addressing general progress of the project, impediments, and marketing and outreach to communities least likely to apply.

Subrecipients shall modify outreach to add specific efforts to reach minorities. New outreach efforts shall include advertisement in minority media, contact with leaders of minority community organizations and distribution of outreach material at events sponsored by minority community organizations.

Subrecipient Monitoring

Subrecipients shall allow the City of Boise to include monitoring for civil rights and fair housing compliance in all of its annual reviews. Pursuant to 24 CFR §84.53(e) the federal regulations provide the following:

"HUD, or any of their duty authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph (e) are not limited to the required retention period, but shall last as long as records are retained."

Pursuant to 24 CFR §8.55(b) the federal regulations require the following:

"Each recipient shall keep such records and submit to the responsible civil rights official or his or her designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible civil rights official or his or her designee may determine to be necessary to enable him or her to ascertain whether the recipient has complied or is complying with this part. In general, recipients should have available for the Department data showing the extent to which individuals with handicaps are beneficiaries of federally assisted programs."

For purposes of this Agreement, the responsible civil rights official is the Director of the HUD Office of Fair Housing and Equal Opportunity in Seattle, Washington.
Attachment 5

BENEFICIARY DATA RECORD and
DISABILITY SURVEY

(For CDBG Clients)

Applications for housing and services are considered without regard to age, race, color, religion, gender, national origin, familial status, or disability.

The purpose for this Data Record is to comply with federal record keeping and reporting requirements. The City of Boise makes periodic statistical reports to the federal government on all programs and services covered by the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. The completion of data regarding race, ethnicity, and disability status by the CDBG Client is OPTIONAL. However, please complete the required information regarding your household composition. If you choose to volunteer the additional information, please note that all Data Records are kept in a confidential file, and are not included as part of your application for housing or services.

Please note: INCLUSION OR EXCLUSION OF ANY DATA WILL NOT AFFECT ANY DECISION REGARDING YOUR APPLICATION FOR HOUSING PROGRAMS OR SERVICES.

Instructions for completing Beneficiary Data Record:

1. Indicate the public service for which you are applying.
2. Indicate the total number of persons in your household who are applying for services.
3. Indicate whether the head of household is female.
4. Indicate the number of persons in the household who are over the age of 62.
5. Provide a self-identification of ethnicity for all persons in the household applying for services (the total number should equal the total number of persons in your household that are reported in question #2 above).
6. Provide a self-identification of race for all persons in the household applying for services (the total number should equal the number reported in question #2 and #5 above).

Instructions for completing Disability Survey: Please indicate whether any person in your household has a disability\(^1\), and if any, please indicate the total number of disabled persons. Mark only "yes" or "no", and indicate the number of disabled persons in your household, if any. Please DO NOT indicate the type, nature, or severity of the disability.

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\(^1\) Please note: Under the Americans with Disabilities Act (ADA), an individual with a disability is a person who: has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. A physical impairment is defined by the ADA as: "Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine." A mental impairment is defined by the ADA as: "[a]ny mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities."
CDBG Beneficiary Data Record

Please provide the following required information regarding your household; the total number of family members, the breakdown of male and female household members, whether the Head of Household is female, and how many household members are elderly.

1. Program Applied For:

2. Total Applicants/Clients in household applying for housing or services

3. Is the Head of Household female? Yes: [ ] No: [ ]

4. Elderly Status: How many members in household are ages 62 or over?

5. Ethnic Categories
   - How many household members are of Hispanic or Latino ethnicity:
   - How many household members are NOT of Hispanic/Latino ethnicity:
   - Total (should total number of clients listed in question #2 above):

6. Racial/multi-racial Categories: (please indicate number of household members that apply to each racial category):
   - American Indian or Alaska Native
   - American Indian or Alaska Native and White
   - American Indian or Alaska Native and Black or African American
   - Asian
   - Asian and White
   - Black or African American
   - Black or African American and White
   - Native Hawaiian or Other Pacific Islander
   - White
   - Other Multi-racial (please specify):
   - Total (should total number of clients listed in question #2 and #5 above):

Disability Survey

The U.S. Department of Housing and Urban Development requires periodic reports on the race, ethnicity, and disability status of applicants. This data is for statistical analysis with respect to reporting civil rights compliance for the City of Boise. **SUBMISSION OF THIS INFORMATION IS VOLUNTARY.** Mark only "yes" or "no", and indicate the number of disabled persons in your household, if any. **Please DO NOT indicate the type of disability, or provide us with any information regarding the nature or severity of the disability.**

7. Disability Status:
   - Does any one in the applicant household have a disability? Yes: [ ] No: [ ]
   - How many persons in your household have a disability? Enter number, if any:

For Office Use Only: RECORD #: [

This applicant converted to beneficiary status? Yes [ ] No [ ]
Beneficiary Data Instructions

This form is intended to be used by subrecipients who receive HOME or CDBG financial assistance from the City of Boise to report household or client data for income, race and ethnicity, female head of household, elderly members of household, and disability status information.

Income Categories
Report the total number of CDBG Clients served by household income category. Please note, although clients in households whose income exceeds 80% AMI may not be eligible for CDBG services, services providers contracted for reimbursement of salaries must report the demographic data on clients turned away, denied services or where other sources of funding was used to serve clients who were otherwise CDBG-eligible.

Female Head of Household
Report the total number of households where the head of household was female.

Elderly (Age 62 or over)
Report the total number of clients receiving services who were age 62 or over.

Racial Categories
Please note that collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below. The five racial categories as revised by the Office of Management and Budget are defined as follows:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs. Accordingly, please note that several categories have been combined into 4 additional multi-racial categories and “other” category.

Ethnic Categories
The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined as follows:

race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.”

Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Disability Status
Recipients of HUD grant fund are required to collect information regarding the disability status from applicants and beneficiaries in accordance with 24 CFR 8.55(b). This requires that the City of Boise to have information necessary to determine the extent to which individuals with disabilities apply for and participate of its programs. Please note that this information shall be solicited on a voluntary basis by the grantee. Please be advised that the grantee shall not ask persons to identify the nature or severity of a disability.

Specific Instructions for Completing the Form:
Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report the aggregate totals of the racial and ethnic data that you collect via the applicable categories.

Total Number of Racial Responses: Next to each of the racial categories, indicate the number of voluntary responses for each of the racial or multi-racial categories. For “Other Multi-racial” please indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations above. Please report both for period, and contract year-to-date cumulative.

Total Number of Hispanic or Latino Responses: Under this column you should indicate the total number of responses collected by those applicants indicating their ethnicity affirmatively as Hispanic or Latino. Please report both for period, and contract year-to-date cumulative.

Total Number of Disability Status Responses: Under this column you should indicate the total number of responses collected in the block checked “Yes” to the question, “Do you have a disability?” This data on disability status is being requested specifically as a requirement of the Voluntary Compliance Agreement (VCA) entered into between the City of Boise and HUD. Pursuant to Section III.A.21 of the VCA, the City of Boise shall conduct a study in collaboration with its housing and community development stakeholders of the extent to which persons with disabilities apply for and participate in its housing programs and in the programs of its sub-recipients. Data should be collected for all those applicants who both apply for housing or services and for those WHO RECEIVED HOUSING AND SERVICES – AND ARE BENEFICIARIES OF HOUSING AND SERVICES. The data should be reported for the time period and cumulative from contract year-to-date.

Comparison of Total Number of Applicants who qualified for Housing and/or Services – and were reported as Beneficiaries: Under this column, please indicate the total number of applications
Attachment 6

City Of Boise
Section 504 Grievance Process

The following is an overview of how the City of Boise processes Grievances filed by individuals who have experienced disability discrimination under the law called Section 504. Section 504 of the Rehabilitation Act protects you from discrimination in federally funded programs for which you qualify, and is commonly called "Section 504."

What is a Grievance?
A Grievance is a complaint on the basis of disability and in some way asking for the City of Boise's assistance in resolving the problem. It may be submitted in writing or by using the online Grievance Form. The Grievance should contain:

- Complainant's name and address;
- Name and address of the individual, department or organization (City of Boise sub-recipient of federal assistance) alleged to have discriminated (the "recipient"); and
- Description of the discriminatory actions and the date of those actions.
- Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
- If desired, a complainant may propose a solution or remedy to the problem.

The Grievance may be amended at any time to clarify or amplify the allegation. Although a Grievance will contain the name of the complainant, the City of Boise will keep that identity confidential unless it has written authorization from the complainant to release it or except as necessary to carry out the purpose of the Section 504 regulations, including the enforcement provisions.

When Must a Grievance be Filed?
Under Section 504, a Grievance should be filed within a reasonable time after the complainant becomes aware of the action alleged to be prohibited. All Grievances must be filed within 180 days of the alleged act of discrimination unless the City of Boise waives this time limit for good cause shown. The Grievance is deemed received on the date the City of Boise actually receives it or, if mailed, on the date it is postmarked.

Who May File a Grievance?
Any individual who believes he or she has been discriminated against on the basis of disability by a recipient of Federal financial assistance, his or her representative, or a member of a class of persons so situated, or the authorized representative of a member of that class.

Who is an Individual with Disabilities?
An individual with disabilities is any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment; or is regarded as having such impairment.

Where May a Grievance be Filed?
A Grievance may be filed by mail to the City of Boise, Section 504 Coordinator, 625 W, Idaho Street, Boise, Idaho 83702, 208-384-3850
City of Boise Section 504 Grievance Process

Notification to Parties
Within ten (10) days of receipt, the City of Boise will notify the complainant and the recipient that it has received the Grievance.

Notification of the Parties and the Recipient's Opportunity to Respond
Once the Grievance has been accepted, the Section 504 Coordinator for the City of Boise will notify the complainant and the recipient of its acceptance. The Section 504 Coordinator will also notify the recipient of the allegations and provide an opportunity for a written response to the allegations within thirty (30) days of receiving the notice. Like the Grievance, the recipient's response may be amended for good cause at any time.

Voluntary Resolution of the Issues
During investigation of the Grievance, the Section 504 Coordinator will make every effort to define all of the issues contained in the Grievance. Throughout the Grievance process, the Section 504 Coordinator will encourage a voluntary resolution of the matter, and will assist the parties in resolving the Grievance through informal resolution. A matter may be resolved by informal means at any time.

The Investigation and Determination
Within ninety (90) calendar days after receiving the Grievance, the Section 504 Coordinator must investigate the incident and issue a finding of whether or not discrimination was found. The Section 504 Coordinator will request all of the information that the City of Boise believes is necessary in order to fully investigate the issues in the Grievance. The Grievance investigation will involve interviews and meetings with the parties, including any witnesses or other persons identified as having some involvement in the issues of the Grievance. The Section 504 Coordinator may also conduct on-site reviews of facilities that are under the recipient's oversight, if these facilities are a part of the Grievance. Once the Grievance investigation is completed, the Section 504 Coordinator will compile all of its findings and shall issue a written determination.

Appeal Procedure
The grievant is not precluded from filing formal complaints at any time during or after the grievance process with the following state or federal agencies:

Idaho Human Rights Commission
1109 Main Street
P.O. Box 83720
Boise ID 83720-0040
(208) 334-2873

Seattle Regional Office of FHEO
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, Washington 98104-1000
(206) 220-5170
1-800-877-0246
TTY (206) 220-5185

Intermountain Fair Housing Council
1-800-717-0695

U.S. Department of Justice
Washington, D.C. 20530
Employment complaints may be filed with:

Equal Employment Opportunity Commission
2815 2nd Avenue, Suite 500
Seattle, Washington

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 45
City Of Boise
Section 504 Grievance Form

Grievance Information

Your Name: ____________________________________________________________

Your Address: __________________________________________________________________________

City, State, Zip Code: __________________________________________________________________________

Daytime Phone: __________________ Evening Phone: __________________

Other Contact Information
Who else can we call if we cannot reach you? ______________________________

Daytime Phone: __________________ Evening Phone: __________________

Grievance
1. What happened to you? How were you discriminated against? State briefly what happened.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. Why do you believe you are being discriminated against?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

3. Who do you believe discriminated against you?

   Name: ____________________________________________________________

   Address: __________________________________________________________________________

   Phone: __________________________
City of Boise Section 504 Grievance Form

Please note: If this is a housing-related grievance, it is a violation of the law to deny you your housing rights for any of the following factors: age, race, color, religion, sex, national origin, familial status (families with children under 18), or disability. Sufficient data should be included to substantiate any claims or charges.

Additional supporting documentation may be attached.

4. Where did the alleged act of discrimination occur?

Address: __________________________________________________________

City, State, Zip Code: ______________________________________________

5. When did the last act of discrimination occur?

Enter the date (mm/dd/yyyy) _________________________________________

Is the alleged discrimination continuous or ongoing? _Yes _ No

6. Is there any solution you believe may remedy the problem?

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Signature __________________________________ Date _________________

Send this form to:
Attn: Section 504 Coordinator
625 W. Idaho Street
Boise, Idaho 83702
208-384-3850
ATTACHMENT 7
City of Boise
Division of Housing and Community Development
ANNUAL INCOME

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for Hourly Employment:

Household Member #1 __________________________

Job #1:
Hourly Wage: $________ X Hours Per Week ________ = _________ Weekly Income
(a)

Job #2:
Hourly Wage: $________ X Hours Per Week ________ = _________ Weekly Income
(b)

(a) + (b) x 4.33 = __________________________ Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) __________ = Monthly Gross

Monthly Gross x 12 = __________________________ Annual Income

Household Member #2 __________________________

Job #1:
Hourly Wage: $________ X Hours Per Week ________ = _________ Weekly Income
(a)

Job #2:
Hourly Wage: $________ X Hours Per Week ________ = _________ Weekly Income
(b)

(a) + (b) x 4.33 = __________________________ Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) __________ = Monthly Gross

Monthly Gross x 12 = __________________________ Annual Income

________________________________________

Did you collect source documents for income verification? ___ Yes ___ No

Are the source documents for income verification from the last 30 days? ___ Yes ___ No

________________________________________

Total Annual Household Gross Monthly Amount $ ________________ (line C from Household Member 1+2)

Total anticipated Annual Household Gross Annual Amount $ ________________ (Total Annual Household) x 12

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 48
Family/Household Size: 

- Low Income below 30% of median income as the annual household income is less than $____
- Low-Med Income 30-50% of median income as the annual household income is less than $____
- Moderate Income over 50-80% of median income as the annual household income is less than $____
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

Signature ____________________________ Date __________________

COMMUNITY DEVELOPMENT BLOCK Grant Program ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for individuals who are Salaried: If individual has part-time work in addition to a salary, please use the hourly calculations worksheet for that portion of income.

Household Member #1 ____________________________

Monthly Salary: $____

Monthly Gross x 12 = ______________ Annual Income

Household Member #2 ____________________________

Monthly Salary: $____

Monthly Gross x 12 = ______________ Annual Income

Did you collect source documents for income verification? ___ Yes ___ No

Are the source documents for income verification from the last 30 days? ___ Yes ___ No

Total Annual Household Gross Monthly Amount $___________(a) (Household Member 1 +2)

Total anticipated Annual Household Gross Annual Amount $___________ (a) x 12

Family/Household Size: 

- Low Income below 30% of median income as the annual household income is less than $____
- Low-Med Income 30-50% of median income as the annual household income is less than $____
- Moderate Income over 50-80% of median income as the annual household income is less than $____
- High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

Signature ____________________________ Date __________________

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 49
ATTACHMENT 8
City of Boise
Division of Housing and Community Development
APPENDIX A TO PART 84 – CONTRACT PROVISIONS

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:


2. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. *Davis-Bacon Act,* as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. *Contract Work Hours and Safety Standards Act* (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 50
(40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).


8. Debarment and Suspension (E.O.s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Drug-Free Workplace Requirements—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

10. HUD's Definition of Homelessness and Chronic Homelessness —
For purposes of this Agreement, the term "homeless", "homeless individual", and "homeless person" means— (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); (4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (5) an individual or family who—

(A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—

(i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
(ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) has no subsequent residence identified; and (C) lacks the resources or support networks needed to obtain other permanent housing; and

(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—

(A) have experienced a long term period without living independently in permanent housing,
(B) have experienced persistent instability as measured by frequent moves over
such period, and (C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS.—Notwithstanding any other provision of this section, HUD shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions in the individual’s or family’s current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

CHRONICALLY HOMELESS

(A) IN GENERAL.—The term ‘chronically homeless’ means, with respect to an individual or family, that the individual or family—
(i) is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter;
(ii) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least 4 separate occasions in the last 3 years; and (iii) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions.

(B) RULE OF CONSTRUCTION.—A person who currently lives or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days shall be considered chronically homeless if such person met all of the requirements described in subparagraph (A) prior to entering that facility.

CONTRACT FOR CDBG FUNDS (NEIGHBORWORKS BOISE) - 53
EXHIBIT B

DUPLICATION OF BENEFITS AFFIDAVIT

Small Business Loan and Grant Implementation, CDBG CARES Act

Description: As part of the CARES Act, Small Business Loan and Grant Program Design and Implementation Toolkit, the Duplication of Benefits (DOB) Affidavit may be used to assist CDBG-CV grantees in verifying all funding a business has received for CARES Act related projects in order to eliminate any duplication of benefits. Note the Affidavit requests insurance information (e.g. policy number, insurance name) regardless if an applicant submitted a claim or received funding. This information provides a grantee the opportunity to verify a participant’s information with each insurance company—similar to the data sharing practice a grantee will undertake with FEMA and SBA.

Modification of Source Documents Provided by: City of Boise, Housing and Community Development

This is not an official HUD document and has not been reviewed by HUD counsel. It is provided for informational purposes only. Any binding agreement should be reviewed by attorneys for the parties to the agreement and must conform to state and local laws.

U.S. Department of Housing and Urban Development
Community Planning and Development, CARES Act
1. Each insurance policy in force on or after April 1, 2020.
2. All correspondence relating to the insurance policies described in (1) of this sentence, including correspondence regarding any claims filed under such insurance policies. No other correspondence with respect to any such insurance policies and/or claims has been received by me as of the date of this Affidavit.
3. Acceptable Documentation for each of the sources of funds acquired as a result of the April 1, 2020, COVID-19 Pandemic.

Part 5. Signature(s)

By executing this Insurance Affidavit, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

Dated this the __ day of June, 2020.

[Signature]
Applicant (Affiant) Signature Print

[Signature]
Applicant name (Affiant)

[Signature]
Joint Applicant (Affiant) Signature Print

Joint Applicant name (Affiant)

SUBSCRIBED AND SWORN TO before me, by the above-named Affiant(s) this, the 16 day of June, 2020, to certify which witness my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/17/2024

CARES Act/CDBG-CV: Duplication of Benefits Affidavit
DUPLICATION OF BENEFITS AFFIDAVIT

INSTRUCTIONS

The affidavit is divided into four (4) components:

1. Assistance received from other CARES Act business assistance projects being administered by the grantee;
2. Insurance assistance received for CARES Act related projects; and,
3. Government, bank and any and all other funding received by a business for CARES Act related projects.
4. Attachments;
5. Signature(s)

Read each component in full and provide the accurate information.

Part 1. Other Federal Programs Assistance Duplication of Benefits Affidavit

This affidavit must be completed by all businesses that have applied for and/or received any assistance from the CARES Act. The information within this affidavit will provide the City of Boise with vital information for processing the application required by the Stafford Act Section 312 on Duplication of Benefits.

Indicate with an “X” the program(s) for which your business is applying AND any program your business has previously received funds from.

☑ Small Business Loan, through the SBA for general operations
☐ PPP Loan for this project;
☐ PPP Loan for other programs administered by our agency
☐ ESG
☐ Bank loan for the project
☐ Bank loan for other programs administered by our agency

Part 2. Insurance Duplication of Benefits Affidavit

Insurance company information must be completed even if the Company named herein did not receive insurance monies as compensation for the COVID-19 Pandemic. If there were insurance claims due to COVID-19, the name of the insurance company, policy number, claim number, and settled amount, if any, must be completed. Copies of the insurance policies in place at the time of COVID-19, and any correspondence with the insurance companies on or after April 1, 2020 must be attached to this affidavit.

This section must be signed in front of a notary public.

Before me, the undersigned authority, on this day personally appeared to the person named below, who, being by me duly sworn under penalty of perjury and penalty of violation of Federal and State laws applicable to [insert name of company]’s application for and receipt of a grant or forgivable loan under the [insert name of program company applying for] made the following statements and swore that they were true:

1. I hereby state that I am the authorized signatory of [insert name of company] (the “Applicant”) and am duly authorized by the Applicant to make the certifications contained in this Affidavit on behalf of the Applicant.

CARES Act/CDBG-CV: Duplication of Benefits Affidavit
Part 3. Government, Bank and Other Funding Sources Duplication of Benefits Affidavit

This section identifies any sources of funds that the business has received as a result of the CARES Act, other than insurance. Sources of funds include but are not limited to: Federal, state and local loan/grant programs, private or bank loans, nonprofit donations or loans. Please indicate below the amount allocated to your business from any and all funding sources not.

Source of Funds #1

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<tr>
<th>Lender/Grant Provider Name</th>
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Part 4. Attachments

Attached to this Affidavit are copies of the following:

CARES Act/CDBG-CV: Duplication of Benefits Affidavit
2. I hereby state and certify to the United States Department of Housing and Urban Development and to The City of Boise as follows:

- **On any date on or after April 1, 2020 of COVID-19 Pandemic, CDBG-CV funds will be used to prevent, prepare for, and respond to the coronavirus pandemic.**

- **On any date on or after April 1, 2020, COVID-19 Pandemic, you will notify the City of Boise if you attempted to file an insurance claim(s) for operational losses or any other kind of insurance claim for business interruptions due to COVID-19 [insert name of company]. If insurance was carried by [insert name of company], fill in the information requested below using the insurance information in effect at the time of operational losses or business interruptions due to the COVID-19 Pandemic on or after April 1, 2020.**

Please provide information regarding any such insurance policies and information regarding claims filed and paid, if any, in the designated spaces below. If no claim was filed under an insurance policy listed below, fill in the applicable blank with “None.”

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TO: Mayor and Council
FROM: Rhiannon Avery, Planning and Development Services
NUMBER: RES-265-20
DATE: June 24, 2020
SUBJECT: Terry Reilly - CDBG CARES Funding

BACKGROUND:
This project was included in the First Amendment Annual Action Plan 2019 - CARES Act that was approved by Mayor and Council on May 19, 2020, by RES-197-20.

FINANCIAL IMPACT:
No General Fund Impact for Federal Funds

ATTACHMENTS:
- 2020 CDBG CARES Terry Reilly (PDF)
RESOLUTION NO. RES-265-20

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

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES DEPARTMENT) AND COMMUNITY HEALTH CLINICS, INC. D/B/A TERRY REILLY HEALTH SERVICES., FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CARES FUNDS THROUGH AN ACTIVITY KNOWN AS ALLUMBAUGH HOUSE CASE MANAGEMENT SERVICES FOR SUBSTANCE ABUSE SERVICES, AUTHORIZING THE MAYOR AND CITY CLERK, RESPECTIVELY, TO EXECUTE AND ATTEST THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 318-19, adopted by the Boise City Council and approved by the Mayor of Boise City on July 17, 2019, an application was filed with the United States Department of Housing and Urban Development to obtain Federal funds to achieve, locally, the objectives of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, and Title 3, Chapter 5, Boise City Code; and

WHEREAS, it was necessary that the 2019 application for Federal Financial Assistance, and the 2019 Consolidated Housing and Community Development Annual Action Plan, be submitted to the U.S. Department of Housing and Urban Development for the city of Boise City to receive Community Development Block Grant and Home Investment Partnerships Program funding; and

WHEREAS, said funds were appropriated by the United States Congress and were made available for the City of Boise to carry out a local housing and community development strategy; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City of Boise has determined it necessary to formally amend its 2019 Consolidated Housing and Community Development Annual Action Plan in accordance with the
WHEREAS, by Resolution No. 197-20, adopted by the Boise City Council and approved by the Mayor of Boise on May 19, 2020, an amendment was filed with the United States Department of Housing and Urban Development; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

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

Section 1. That the agreement by and between the city of Boise City and Community Health Clinics Inc., D/B/A Terry Reilly Health Services., a copy of which is attached hereto as Exhibit A and incorporated herein by reference, shall be, and hereby is, approved both as to form and content.

Section 2. That the Mayor and City Clerk, respectively, shall be, and hereby are, authorized to execute and attest the attached agreement on behalf of the city of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
# City of Boise

**Housing and Community Development**

**Community Development Block Grant CARES Contract**

**Subrecipient Agreement (Community Health Clinics, Inc. D/B/A Terry Reilly Health Services)**

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| EXHIBIT | SCOPE OF SERVICE | Eligible Activities | Performance Measurement | National Objectives | Staffing | Project Schedule | Compliance / Performance Monitoring | TIME OF PERFORMANCE/AGREEMENT TERM | BUDGET AND PAYMENTS | NOTICES | SPECIAL CONDITIONS | GENERAL CONDITIONS | ADMINISTRATIVE REQUIREMENTS | Applicability of OMB Circulars | Documentation and Recordkeeping | Reimbursement Procedures and Reporting | Procurement | RELOCATION, REAL PROPERTY ACQUISITION | ONE-FOR-ONE HOUSING REPLACEMENT | PERSONNEL & PARTICIPANT CONDITIONS | Civil Rights | Affirmative Action and Marketing Plans | Employment Restrictions | Conduct | ENVIRONMENTAL CONDITIONS | Lead-Based Paint | APPLICABLE LAW | SEVERABILITY |
|---------|------------------|---------------------|--------------------------|--------------------|---------|------------------|------------------------------------|-------------------------------|------------------|---------|------------------|-----------------|-----------------------------|-----------------------------|-----------------------------|-------------------------------|------------------|---------------------|------------------|----------------|-----------------|----------------|----------------|----------------|
| I. | 2 | 3 | 3 | 3 | 4 | 4 | 4 | 4 | 4 | 5 | 6 | 6 | 10 | 10 | 11 | 13 | 15 | 17 | 17 | 18 | 21 | 24 | 28 | 28 | 28 | 28 | 28 | 28 | 28 |
| II. | 6 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| IV. | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| V. | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| VI. | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| VII. | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| VIII. | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 |
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EXHIBIT A
CFDA 14-218
B-20-MC-16-0001
AGREEMENT BETWEEN THE CITY OF BOISE CITY
AND
COMMUNITY HEALTH CLINICS, INC. (D/B/A TERRY REILLY HEALTH SERVICES)
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CARES FUNDS

This Agreement is entered into this _____ day of __________, 2020, by and between the city of Boise City, a municipal corporation formed and existing pursuant to Title 50, Idaho Code (“City” or “Grantee”) and Community Health Clinics, Inc. (D/B/A Terry Reilly Health Services), an Idaho non-profit corporation (“Subrecipient”). City and Subrecipient may be referred to herein as the “parties” or a “party” as the case may be.

RECITALS

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (“Act”); and

WHEREAS, the City is the direct recipient of the U.S. Department of Housing and Urban Development (HUD) and acts as a financing disbursement conduit between HUD and service providers to implement programs, including, but not limited to funds associated with Community Development Block Grants (“CDBG”), consistent with the requirements of 24 CFR Part 570 and 2 CFR Part 200, which implement requirements of the Act and/or HUD for CDBG programs, which requirements Subrecipient agrees to comply with and all of which are hereby incorporated as part of this Agreement; and

WHEREAS, the novel coronavirus (COVID-19) pandemic declared by the World Health Organization on March 11, 2020 (COVID-19 Pandemic) has impacted millions of lives; and

WHEREAS, the City of Boise declared a state of emergency on March 16, 2020; and

WHEREAS, the City of Boise has received the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) through HUD, to assist with the response to COVID-19; and

WHEREAS, the City wishes to engage the Subrecipient by way of this Agreement to assist the City in utilizing such funds and the CDBG program in a manner compliant with all applicable Act, HUD, City, and all other federal, state and municipal laws, statutes, regulations and/or requirements.

AGREEMENT

CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 2
NOW, THEREFORE, for valuable consideration, including the recitals above which are hereby incorporated below, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Eligible Activities
   The Subrecipient will be responsible for administering a CDBG program through an activity, known as Allumbaugh House Case Management Services for Substance Abuse Services (05F), as defined herein, in a manner satisfactory to the City and consistent with any standards required as a condition of providing the funds. Such programs will include the following activities eligible under the CDBG program as defined by 24 CFR 570.208(a)(2).

Program Description
   The Subrecipient will assist 250 non-duplicated low to moderate income persons accessing Allumbaugh House for prevention/intervention for chemical dependency services, residing within the City of Boise City, Idaho with Mental Health Services (which also may be referred to herein as the “CDGB Program”, “Program”, “program” and/or “Project” or “project”) as a result of COVID-19.

Activities
   The Subrecipient will provide the following activities to eligible clients as defined in I(V)A below (“Clients”) as “Allumbaugh House:” case management and supportive services for patients whom have a history of addiction and need services to maintain or re-gain sobriety/clean time.

General Administration
   Community Development Block Grant funds will be used to reimburse salaries of the Case Manager.

Administrative Office Location
   Terry Reilly Health Services, 211 16th Avenue North, Nampa, Idaho 83653 with primary access at 400 N. Allumbaugh Street, Boise, Idaho 83704.

B. Performance Measurement
   The Program’s effectiveness will be measured by:
   * Applicant/Beneficiary Data Report (Example: Attachment 5; ZoomGrants “Reporting”); and
   * Reimbursement Request (ZoomGrants “Financial”).

C. National Objectives
   The Subrecipient certifies, represents and warrants that the Program will meet one or more of the CDBG program’s national objectives: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums
or blight; or 3) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208 ("National Objectives").

D. **Staffing**
The Subrecipient agrees to provide the City with a staff list with names, job titles and descriptions prior to the Subrecipient’s initial reimbursement request.

E. **Project Schedule**
The Subrecipient shall submit a signed, dated, and detailed Project Schedule (Attachment 1). The Project Schedule must indicate the start and end dates for different project elements. The Project Schedule shall be submitted as a companion document with this Agreement. A revised Project Schedule shall be submitted when delays of thirty (30) days or more are anticipated or experienced.

F. **Compliance / Performance Monitoring**
The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a specified period of time after notification by the City, Agreement suspension or termination procedures may be initiated at the discretion of the City.

(i). The Subrecipient will be allowed no more than three non-compliance performance standards throughout the contract. Non-compliance includes, but is not limited to: missing a deadline, providing inaccurate monthly data, and/or not providing correct supporting documentation. The first occurrence will result in a warning; the second a formal letter; and the third will result in a formal letter notifying that the Subrecipient is not eligible to request funding for the following grant cycle.

(ii.) Should the Subrecipient receive two or fewer warnings, it will receive recommendation for on-going funding in the following grant cycle.

II. **TIME OF PERFORMANCE/AGREEMENT TERM**

Services of Subrecipient shall start on **April 1, 2020** and shall be completed by **March 31, 2021**. The terms and conditions of this Agreement shall be automatically extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including Program Income [if applicable, defined in VII(C)(2)] solely for the purposes of close out under VII(B)(6), and shall immediately expire upon completion of close out.

III. **BUDGET AND PAYMENTS**

**CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 4**
The budget shall be in the amount and format as approved by the City in the Budget Summary (Attachment 2), not to exceed the total amount as stated below. Upon approval by the City, the budget shall be incorporated herein by this reference. In the event the City requires more information prior to approval of the budget, the Subrecipient shall provide such supplementary budget information in a timely manner in the form and content prescribed by the City. Any indirect costs charged must be consistent with the conditions of VII(C)(3) of this Agreement. The Budget Summary may be amended as provided for amendments to this Agreement in VI(G).

It is expressly agreed and understood that the maximum amount available for reimbursement by the City to the Subrecipient under this Agreement shall not exceed **Forty-Nine Thousand Ninety-Eight and 00/100 Dollars ($49,098.00)**. The effectiveness of this Agreement is conditioned upon the following: City receiving its CDBG entitlement from HUD, City approval of this Agreement and Budget Summary, any necessary environmental clearances, Subrecipient’s presentation of acceptable insurance certificates, and initial certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200. If the above initial conditions are not met, this Agreement shall be considered null and void and of no force or effect for either party.

Eligible expenses incurred will be reimbursed for activities performed on or after **April 1, 2020**, and after a Notice to Proceed has been issued by the City. Drawdowns for the payment of eligible expenses and general administration shall be made against the Budget Summary and in accordance with performance. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR part 200, as determined by the City from time to time.

Notwithstanding anything to the contrary in this Agreement, the City has the right to decline any individual reimbursement payment request by Subrecipient under this Agreement if such payment is either not approved by the City Council, if Subrecipient materially fails to meet its Agreement requirements as determined by the City in its sole discretion, and/or this Agreement is otherwise terminated.

**IV. NOTICES**

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

**City:**

Rhiannon Avery, Grants and Programs Manager  
City of Boise – Housing and Community Development  
150 N. Capitol Boulevard  
Boise, Idaho 83702  
(208) 570-6832

**CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 5**
Subrecipient:
Heidi Hart, Executive Director
Community Health Clinics, Inc. D/B/A Terry Reilly Health Services
PO Box 9
Nampa, Idaho 83653-0009
(208) 467-4431
hhart@trhs.org

Tami Fife, Chief Operations Officer
Community Health Clinics, Inc. D/B/A Terry Reilly Health Services
PO Box 9
Nampa, Idaho 83653-0009
(208) 467-4431
tfife@trhs.org

V. SPECIAL CONDITIONS

A. Persons who are eligible to receive funds pursuant to this Agreement and the CDBG program must meet the following requirements: reside within the City of Boise, Idaho, meet the income guidelines in Attachment 4 (as updated) (“Client”), and are seeking assistance as a result of COVID-19. If a person does not meet the above requirements, the Subrecipient must deem the person ineligible, no longer a Client, and must immediately suspend use of federal funds for the Client.

B. The Subrecipient shall ensure compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation Act, and Americans with Disabilities Act requirements as indicated in Attachment 4.

C. The City reserves the right to make unannounced agency visits in order to verify compliance with all program requirements.

D. The Subrecipient may utilize Attachment 7 to determine annual household income of the Client based on CDBG criteria.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the City’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City’s responsibility for initiating the review process under the provisions of 24 CFR Part 52, and all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
B. **Independent Contractor**

Nothing contained in the Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Accordingly, it is the Subrecipient’s obligation to pay all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance for its services performed under this Agreement. Subgrantee will hold the City harmless to the extent allowed by law, e.g. FTCA and/or other valid and collectible insurance to the extent not caused, directly or indirectly by the acts or omissions of the City.

C. **Hold Harmless**

Each party shall indemnify, defend, protect, save and hold harmless, including all officials and employees, from any and all losses, allegations, claims, actions, suits, charges, costs, fees and judgments whatsoever that arise out of the Parties performance or non-performance directly or indirectly related to the services or subject matter in this Agreement, including but not limited to, Parties subcontractors’, failure to comply with any requirements of the Act, HUD, City and/or applicable federal, state and/or municipal laws, statues, regulations and/or requirements. The Parties shall acknowledge and agree that the City is entitled to certain protections, privileges and immunities under Idaho law, including but not limited to the Idaho Constitution and the Idaho Tort Claims Act, that the City does not waive any such protections, privileges and immunities through execution of this Agreement and that the City’s liability in connection with this Agreement is at all times limited to the aggregate amount of $500,000 (five hundred thousand dollars).

D. **Worker’s Compensation**

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

E. **Insurance and Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to all reimbursement from the City.

The Subrecipient shall comply with the bonding requirements of 2 CFR 200.325.

The Subrecipient shall indemnify, defend, protect, save and hold harmless the City, including its officials and employees, from and for any all losses, allegations, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by the Subrecipient, its servants, agents, employees, guests, and business invitees, directly or indirectly related to this Agreement, and not caused by or arising out of the...
tortious conduct of the City or its employees. In addition, the Subrecipient shall maintain and specifically agrees that it will maintain, commencing upon execution of the agreement and continuing thereafter throughout the term of this agreement, liability insurance, in which the City shall be named as an additional insured in the minimum amount 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 duty to indemnify the City stated above.

F. **Grantee Recognition**

The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement in part by providing an affirmative marketing plan as described in IX(B)(2) below. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments**

The City and the Subrecipient may amend this Agreement (including Attachments) at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations, and approved by the City’s governing body, unless the City determines in its discretion that approval of the amendment by the City’s governing body is not necessary. Amendments shall not invalidate this agreement, nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

Additionally, the City may, in its discretion, unilaterally amend this Agreement (including Attachments) to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons; provided that, if such amendments result in a change in the funding, the scope of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Subrecipient.

H. **Default; Suspension or Termination**

In accordance with 2 CFR 200, subpart d, the City may suspend or terminate this Agreement, or exercise any other remedies stated therein, if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with the Act or any of the rules, regulations or provisions referred to herein, or such statutes, regulations,
executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, subpart d, this Agreement may also be terminated by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination; the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

Subrecipient will be reimbursed by the City for Health Care Services conducted through the effective date of the termination, unless such Health Care Services were in default of this Agreement. If this Agreement is terminated, Subrecipient will immediately undertake the required close out procedures described herein.

In the event of any termination of this Agreement, at the City’s option, Subrecipient will provide all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports of other materials prepared by the Subrecipient under this Agreement within a reasonable period of time after the City’s request. This obligation shall survive the expiration and/or earlier termination of this Agreement.

Subrecipient shall be considered in default under this Agreement if it fails to materially comply with any terms, conditions, representations, and/or warranties in this Agreement. In addition to the termination of this Agreement, or the suspension of payments until such default is cured, the City shall have all rights and remedies against Subrecipient for such default under applicable law, including, but not limited to, those remedies described in 24 CFR 200, subpart d, Subrecipient’s return of any and all CDBG funds to the City, payment of any and all penalties, costs and expenses related to the Act and/or HUD enforcement, specific performance, and/or any and all damages caused by Subrecipient’s failure to comply with this Agreement.

I. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310-316 and 24
CFR 570.502, 570.503, and 570.504, and 570.505 as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) under this Agreement in excess of $25,000.00 (Twenty-five Thousand Dollars and 00/100) shall be used to meet one of the National Objectives in 24 CFR Part 570.208 until five (5) years after expiration of the Agreement or for such longer period of time as determined to be appropriate by the City. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a National Objective for the prescribed period of time, the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property. Such payment shall constitute Program Income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VII. ADMINISTRATIVE REQUIREMENTS

A. Applicability of OMB Circulars

1. Accounting Standards
   The Subrecipient shall comply with 2 CFR 200, subpart d, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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The Subrecipient shall administer its program in conformance with 2 CFR 200, subpart e. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Recordkeeping

1. Records to be Maintained
   The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506 and any other regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   a. Records providing a full description of each activity undertaken;
   b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
   c. Records required to determine the eligibility of activities, see Attachment 5;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
   g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention
   The Subrecipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the conclusion or termination of all activities funded under this Agreement.

   Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property.

   Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the five (5) year period, whichever occurs later.
This Section shall survive the expiration or earlier termination of this Agreement.

3. **Applicant/Beneficiary Data**
The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to income level or other basis for determining eligibility, and description of service provided. Such information shall be made available for review upon the City’s request. Data related to disability status is addressed in Attachment 5.

4. **Disclosures**
The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City or the Subrecipient’s responsibilities with respect to services provided under this Agreement, is prohibited by the Right to Financial Privacy Act of 1978 (12 U.S.C. Chapter 35) unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. **Property Records**
The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR 570.503(b)(7) as applicable.

6. **Close-Outs**
The Subrecipient’s obligation to the City shall not end until all close-out requirements are completed, and the term of this Agreement shall be extended for such period until completion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, and accounts receivable to the City), and determining the custodianship of records.

7. **Audits & Inspections**
All the records with respect to any matters covered by this Agreement shall be made available to the City, HUD, their designees or the federal government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. This obligation shall survive the expiration or earlier termination of this Agreement.
Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning the Subrecipient audits and as applicable, 2 CFR 200, subpart f. Agency audits are to be submitted to the City within thirty (30) days of completion.

C. **Reimbursement Procedures and Reporting**

1. **Reimbursement**

The City will reimburse the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with this Agreement, the approved budget summary, the eligibility of costs, and City policy concerning reimbursements. Approval of reimbursement requests will also be contingent upon certification of the Subrecipient’s financial management system in accordance with 2 CFR 200, subpart d.

Reimbursement requests shall be submitted in the format found in the Financial Section of ZoomGrants. Requests shall be accompanied by supporting documentation providing evidence of Subrecipient expenditures. Supporting documentation shall include but not be limited to time sheets signed and dated by both the employee(s) and the supervisor. The employee’s job title shall also be reflected on the time sheet. If in the event personnel costs are not being paid entirely with CDBG funds from the City, the time sheet shall reflect the appropriate hours and the funding source(s) for non-CDBG hours. A sample time sheet shall be submitted to the City for approval prior to processing reimbursement requests for salaries. Solicitation of funds and/or any type of fundraising by an employee is not an eligible activity for reimbursement with CDBG funds.

If Subrecipient is requesting reimbursement for personnel costs, the City will process requests when supported by job descriptions and the name of employees identified in writing to the City. If in the event the Subrecipient experiences a staff change in a program supported by the City’s CDBG funds, the Subrecipient agrees to provide an amended budget summary (or personnel summary if wages are the same) identifying the change of personnel.
Requests for reimbursement of rental or mortgage assistance shall be accompanied by an invoice, copy of check paid to the landlord or mortgage company and a copy of the lease or deed.

The amount of each reimbursement request must be limited to eligible costs incurred where the Subrecipient has provided documentation acceptable to the City. The Subrecipient may amend the budget by submitting a revised budget summary to the City for approval in the format described in Attachment 2. The City will not process reimbursement requests unless expenses are consistent with the approved Budget Summary.

The Subrecipient agrees to submit all reimbursement requests within fifteen (15) calendar days from the close of each month of the program year except for the final reimbursement request and to forfeit reimbursement for any costs not requested within this timeframe unless otherwise authorized by City.

The Subrecipient agrees to submit its final reimbursement request no later than twenty (20) days from the close of the program year.

2. Program Income
The Subrecipient shall report monthly all Program Income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement.

The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitation, the Subrecipient may use such income during the Agreement term only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program Income balances on hand.

All unused Program Income shall be returned to the City at the end of the Agreement term. Any interest earned on cash advances from the U.S. Treasury is not Program Income and shall be remitted promptly to the City.

3. Indirect Costs
If indirect costs are charged, the Subrecipient will submit to the City for approval an indirect cost allocation plan within thirty (30) days from the execution of this Agreement. The allocation plan must have been reviewed and approved by the Subrecipient’s cognizant federal agency as defined by 2 CFR 200, subpart e, whichever is applicable, and must be current within twelve (12) months from the effective date of this Agreement.
4. **Progress Reports**
The Subrecipient agrees to provide monthly Applicant/Beneficiary Data (Example: Attachment 5) and Biannual Success Stories. Both are done within reporting perimeters as defined in ZoomGrants.

5. **Narrative Reporting**
The Subrecipient agrees to submit the following:
   a) Biannual report due by April 15, 2021. Refer to ZoomGrants “Reporting” for directions.
   b) Annual narrative report within twenty (20) calendar days of the close of the Program year. Refer to ZoomGrants “Reporting” for directions.

D. **Procurement**

1. **Compliance**
The Subrecipient shall comply with current federal, state, and local City requirements concerning the purchase of equipment and real property and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (including but not limited to unexpended Program Income, property, and equipment) shall revert to the City upon termination of this Agreement, except as may be otherwise provided above in VI(I).

2. **OMB Standards**
The Subrecipient shall procure all materials in accordance with the requirements of 2 CFR 200, subpart d; Procurement Standards and Property Management Standards as modified by 24 CFR 570.503(b)(7) covering utilization and disposal of property. The following provisions shall also be applied to subcontracts.

   (a) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate;

   (b) All Agreements in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such Agreements shall describe conditions under which the Agreement may be terminated for default as well as conditions where the Agreement may be terminated because of
circumstances beyond the control of the contractor, including automatic termination of the Agreement upon expiration and/or termination of this Agreement between the City and Subrecipient.

(c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds $100,000. For those contracts or subcontracts exceeding $100,000, HUD may accept the bonding policy and requirements of the recipient, provided HUD has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”

(5) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
(6) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this rule, as applicable. Appendix A is included as Attachment 8 to this Agreement.

(7) All contracts shall state that they are subject to the terms and conditions of this Agreement, that the subcontractor has received a copy of this Agreement, and that in the event of a conflict, the terms and conditions of this Agreement shall control.

3. **Travel**
The Subrecipient shall obtain written approval from the City for any travel outside the Boise Metropolitan Statistical Area (MSA) with funds provided under this Agreement.

VIII. **RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under sections 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.)

The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. **PERSONNEL & PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**
The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11375 and 12086.
2. **Non-Discrimination**  
The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, gender, gender identity/expression, sexual orientation, disability or other handicap, age, marital status or status with regard to public assistance.

3. **Land Covenants**  
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504**  
The Subrecipient agrees to comply with federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 706), which prohibits discrimination against the handicapped in any federally-assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action and Marketing Plans**  
The Subrecipient shall utilize its existing Affirmative Marketing Plan.

1. **Affirmative Action Plan – (Employment)**  
If applicable, the Subrecipient agrees that it shall develop and carry out an affirmative action plan consistent with the principles as provided in President’s Executive Order 11246 as amended.

   a. Contracts and subcontracts not exceeding $10,000.00 are exempt from this clause.
   b. Supply and service (non-construction) contracts with fifty (50) or more employees and contracts of $50,000.00 or more are required to submit an affirmative action plan.
   c. Contractors and subcontractors which hold any federal or federally-assisted construction contract in excess of $10,000.00 are required to submit an affirmative action plan.
2. **Affirmative Marketing Plan – (Services and Housing)**

The Subrecipient shall utilize its current affirmative marketing efforts. The affirmative marketing plan is developed in order to further the non-discrimination and equal opportunity objectives of Title VIII of the Civil Rights Act of 1968 and Executive Order 11063. The affirmative marketing plan is subject to the approval of the City. The affirmative marketing plan shall identify specific groups that are least likely to apply for housing and/or services (i.e. race, color, national origin, age, religion, gender, disability or other handicap, or familial status), and must include strategies to inform these groups of the housing or program opportunities offered by the Subrecipient.

The affirmative marketing plan may include the following elements:

- Advertising and press releases to the local media (newspapers of general circulation, radio, television, etc.).
- Brochures and leaflets placed in City of Boise’s Division of Housing and Community Development, the offices of the Boise City-Ada County Housing Authority, employment centers, other agencies serving low- and moderate-income persons, websites publication, 2-1-1 Care Line, and on-site signage.
- Identification of groups least likely to apply.
- Special outreach to groups least likely to apply may be accomplished through activities like:
  - Offering publications and messages in languages other than English.
  - Placing announcements in minority, ethnic, women’s, disability, neighborhood, special interest, family, community-based, faith-based, social service entities, housing counseling agencies, or school newspapers and brochures.
  - Distributing outreach materials at events sponsored by these organizations.
  - Making presentations to these groups and/or obtaining outreach support from them.
  - Accessing minority community organizations or those organizations primarily serving or advocating for minorities, minority faith-based groups, and/or the disabled, etc.
- In addition, providers of housing (five (5) or more units):
o May visit tenants and owners in buildings selected for rehabilitation and posting signs marketing the program in each project site.
:o May seek the cooperation of the Boise City-Ada County Housing Authority to notify those on the waiting list of upcoming unit availability.
:o May utilize HUD Form 935.2, Affirmative Fair Housing Marketing Plan, as a guide to organizing and documenting the affirmative marketing plan (http://www.hud.gov/offices/adm/hudclips/forms).

3. **Women/Minority Business Enterprises/Labor Surplus Firms**
The Subrecipient and its subcontractors (if applicable) will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

The Subrecipient shall utilize the Idaho Department of Transportation's Disadvantaged Business Enterprises (DBE) information to put forth efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of

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this Agreement. The Subrecipient may rely on written representations by the City regarding their status as minority or female business enterprises in lieu of an independent investigation. For detailed information on DBE, visit: http://itd.idaho.gov/civil/overview.htm.

4. **Access to Records**
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. **Notifications**
   The Subrecipient 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 by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an EEO or AA employer.

7. **Subcontract Provisions**
   The Subrecipient will include the provisions of paragraphs IX.A. Civil Rights and IX.B. Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

1. **Prohibited Activity**
   The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities; or lobbying, political patronage, and nepotism activities.

2. **Labor Standards**
   The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards.
Act, the Copeland “Anti-Kickback” Act (40 USC 276a-276a-5; 40 USC 327 and 40 USC 276(c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with the hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 (Two Thousand Dollars and 00/100) for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. **Section 3 Clause**

a. **Compliance**

If applicable, compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and order issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of Subrecipient’s subrecipients.

Failure to fulfill these requirements shall subject the City, Subrecipient, and any of the Subrecipient’s, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by this Agreement, the Act, HUD and/or any federal, state or municipal laws, statutes or requirements through which federal assistance is provided.

Subrecipient also agrees to include the following language in all subcontracts executed under this Agreement:
"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC. 170 Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very-low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient certifies and agrees, if applicable, that:

1) No contractual or other disability exist which would prevent compliance with the requirements.

2) Opportunities for training and employment arising in connection with housing rehabilitation are provided to low- and very-low income person residing within the metropolitan area in which the CDBG-funded project is located (including reduction and abatement of lead-based paint hazards, housing construction, or other public construction projects).

3) Where feasible, priority shall be given to low- and very-low income persons within the service area of the project or the neighborhood in which the project is located, and to low-, and very-low income participants in other HUD programs.

4) Where feasible, CDBG contract award priority for work undertaken in connection with a housing rehabilitation-- shall be given to business concerns that provide economic opportunities for low-, and very-low income persons residing within the metropolitan area in which the CDBG-funded project is located; (including activities in the reduction and abatement of lead-based paint hazards, housing construction, or other public construction project(s)).

5) Where feasible, priority shall be given to business concerns which provide economic opportunities to low- and very-low income residents within the service area of the neighborhood in which the project is located, and to low-, and very-low income participants.

b. **Notifications**

If applicable, the Subrecipient will send to each labor union or representative of workers with which it has a collective

**CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 23**
bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of the Subrecipient commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts**
If applicable, the Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that a subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not award any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct**

1. **Assignability**
The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that City approved claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any proposed assignment or transfer shall be furnished promptly to the City.

2. **Subcontracts**

   a. **Approvals**
The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.

   b. **Monitoring**
The Subrecipient is responsible for the performance of subcontractors, and will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with
documented evidence of follow-up actions taken to correct areas of non-compliance if applicable.

c. **Content**
The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient in the performance of this Agreement.

d. **Selection Process**
The Subrecipient shall ensure that all subcontracts entered into during the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subAgreements shall be provided to the City along with documentation concerning the selection process.

3. **Hatch Act**
The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of chapter 15 of Title V, U.S. Code.

4. **Conflict of Interest**
The Subrecipient agrees to abide by the provisions of 24 CFR 570.611, state law, and City Code and policy with respect to conflicts of interest.

   a) Applicability. 1) In the procurement of supplies, equipment, construction, and services by recipients and by Subrecipients, the conflict of interest provisions in 2 CFR 200, subpart b (200.112), respectively, shall apply. 2) In all cases not governed by 2 CFR 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its Subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 570.203, 570.204, 570.455, or 570.703(i)).

   b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to
CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate families ties, during their tenure or for one (1) year thereafter.

c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of Subrecipients that are receiving funds under this part.

5. **Lobbying**
The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient, 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 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;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, 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, it will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and...
cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

6. **Lobbying Certification – Paragraph (d)**
   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 pre-requisite for making or entering into this transaction imposed by 31 USC, Section 1352, “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions”. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

7. **Copyright**
   If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

8. **Religious Organizations**
   Subrecipients funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing, or as otherwise described in 24 CFR 570.200(j) as part of the programs or services funded under this part. If a Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

   A faith-based Subrecipient organization that participates in the CDBG program will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, including but not limited to those as described above.

   Faith-based organizations may use space in their facilities to provide CDBG-funded services without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its
organization’s name, select its board members on a religious basis, and include religious references in its organization’s mission statements and other governing documents.

X. ENVIRONMENTAL CONDITIONS

No funds will be released until an environmental assessment is conducted and there is a determination of “No Significant Impact” in compliance with 24 CFR 58 and other federal, state, and local laws and regulations. If applicable, the City will issue a Notice to Proceed once the environmental review is completed and is accepted by the City and/or HUD.

A. Lead-Based Paint
The Subrecipient agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under CDBG. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall explain the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead-level screening for Subrecipient children under seven (7) years of age. The notice should also explain that if lead-based paint is found on the property, abatement measures may be undertaken.

XI. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Idaho. In the event of any loss, allegation, dispute, claim, action, suit and/or judgment, directly or indirectly related to this Agreement, from any persons or entities, including but not limited to, HUD, Clients and/or subcontractors, the prevailing party in the resolution of such loss, allegation, dispute, claim, action, suit and/or judgment, shall be entitled to collect attorneys’ fees and costs related to the same, including, but not limited to, fees and costs incurred on appeal. All Attachments attached hereto are incorporated herein and made a part hereof. This Agreement does not create any third party beneficiary rights or obligations with respect to any Clients in the Program.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 28
XIII. SUBROGATION.

The Subrogation Agreement attached hereto as Exhibit B is hereby incorporated into this Agreement in its entirety.
This page left intentionally blank.
Signatures on the next page.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BOISE

APPROVED BY:

Lauren McLean, Mayor Date

ATTEST:

Lynda Lowry, City Clerk Date

SUBRECIPIENT

Community Health Clinics, Inc. D/B/A Terry Reilly Health Services, an Idaho non-profit corporation.

By: Signature

Print Name Date

AGREEMENT AMOUNT NOT TO EXCEED: $49,098.00

APPROVED AS TO FORM AND CONTENT

Rhiannon Avery, HCD Manager Date

Elizabeth Koeckeritz, Legal Department Date

Corey Pence, Risk Management Date

CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 31
### PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>From: April 1, 2020</th>
<th>To: March 30, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Period</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Element</th>
<th>Beginning Date</th>
<th>Ending Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Policies and Procedures for Program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit Insurance Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete and file Section 504 Self-Assessment and Transition Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Affirmative marketing list of agencies presented to in previous program year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Personnel Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Wages Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature Card Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit monthly Progress Reports, Reimbursement Requests, and Applicant/Beneficiary Data Reports,</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Final Reimbursement Request, Final Applicant/Beneficiary Report, and Performance Measurement report

**Guidance:** Submit within 15 days from the close of the program year. Must be accompanied by Applicant/Beneficiary Data Report.

#### Annual Report (narrative)

**Guidance:** Submit within 20 days of the end of program year. This report is a narrative summary of the project, its successes, challenges, or failures, and the number of persons, households or families served. See Attachment 1 – Performance Measurement Report – Part II.

#### Audit and Management Letter

**Guidance:** For all subrecipients receiving a total of $750,000 or more of federal assistance, an audit performed in accordance with 2 CFR 200 is required. For all other subrecipients, an audit is required and it must be presented to the City within 30 days of its receipt by the subrecipient. The auditor’s Management Letter must accompany the audit. Within 30 days of the presentation of the audit, the subrecipient must explain actions it has taken to address any audit findings or concerns. Disallowed costs must be reimbursed from non-CDBG or non-federal funds.
ATTACHMENT 2
City of Boise
Division of Housing and Community Development
BUDGET SUMMARY FORM

INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY FORM
The form for completion follows the instructions.

Enter all identifying information including; project number, year funded, name, and address.

I. BUDGET LINE ITEMS
   A. PERSONNEL SERVICES:
      Item 1 - Enter number of employees who have the same job title (attach a list of employee names that have the same job title).
      Item 2 - Enter Title (i.e., clerk typist).
      Item 3 - Total salary for all positions with the same job title.
      Item 4 - The portion of column 3 which is directly chargeable to the CDBG Program.
      Item 5 - Subtotal of columns 3 and 4.
      Item 6 - Any anticipated extra help and/or overtime.
      Item 7 - Fringe benefits, either as a percentage of salaries or actual dollar amount.
      Item 8 - Total of items 5-7 for columns 3 and 4.

   B. MATERIALS AND SERVICES: Break cost down to the appropriate line item. Below is a general description of those items.
      Item 9 - Office Supplies: These are items such as paper, pencils, ledgers, and similar items.
      Item 10 - Operating Supplies: Supplies which are used in the operation of the project: paint, hand tools, limited building supplies.
      Item 11 - Communications: Telephone, radio, and related charges. This could include data processing line charges.
      Item 12 - Travel and Training: This includes costs of travel, training, private auto mileage and miscellaneous travel expenses.
      Item 14 - Professional Services: This category includes purchased services. While certain insurance fees related to acquisition, construction, and rehabilitation are
allowed, all others are not. O & M costs are now allowable.

Item 15 - **Construction Contracts**: Construction includes new and major remodeling, land preparation and demolition.

Item 16 - **Other**: This category includes those costs not otherwise classified above.

Item 17 - **Total Materials and Services**: Sum of items 9-16.

C. **CAPITAL OUTLAY**:

Item 18 - **Capital Outlay**: Name the item plus the quantity (i.e., 2-file cabinets). This includes equipment, laboratory, medical and recreation equipment.

Item 19 - **Real Property Acquisition**: Includes land, building acquisition by purchase, appraisal and closing costs.

Item 20 - **Total Capital Outlay**: The sum of items 18 and 19.

Item 21 - **Total Project Cost**: Sum of items 8, 17 and 20, Total Cost.

Item 22 - **Total Housing and Community Development Award**: The total of items 8, 17 and 20, chargeable to CDBG.

II. **SOURCES OF PROJECT FUNDING**:

Item 1 - **Federal**: Other federal funds that are approved for this project.

Item 2 - **State**: Any state funds allocated for this project.

Item 3 - **Local Cash**: Pledges in hand, money raised by local fund raising events. *Money being received from local or public entities.*

Item 4 - **City**: Funds committed to this project by Boise City.

Item 5 - **In-Kind Services and Supplies**: Volunteers, furniture, supplies, and other contributions to which a cash value can be attached.

Item 6 - **Other**: Any other funding source not otherwise classified above.

Item 7 - **Subtotal**: Total of categories 1 through 6 (non-CDBG funds).

Item 8 - **CDBG Funds**: Total of line 22, above.

Item 9 - **Total Project Cost**: This is the sum total of categories 7 and 8 (should be the same as item 21 above).

**NOTE**: Item 21 minus item 22 in part I above should be reflected in this section as other sources of funding.
City of Boise  
Division of Housing and Community Development  
BUDGET SUMMARY REPORT

Project Title:

Legal Name of Entity:

Address:

City:  State:  ID  Zip:

I. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

<table>
<thead>
<tr>
<th>No. of Employees</th>
<th>Job Title</th>
<th>Total Salary</th>
<th>Portion Chargeable to CDBG Program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Subtotal

6. Extra Help/Overtime

7. Fringe Benefits

8. TOTAL PERSONNEL COSTS $  

B. MATERIALS AND SERVICES:

<table>
<thead>
<tr>
<th>Material/Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Office Supplies</td>
<td>0.00</td>
</tr>
<tr>
<td>10. Operating Supplies</td>
<td>0.00</td>
</tr>
<tr>
<td>11. Communications</td>
<td>0.00</td>
</tr>
<tr>
<td>12. Travel and Training</td>
<td>0.00</td>
</tr>
<tr>
<td>13. Legal and Public Notices</td>
<td>0.00</td>
</tr>
<tr>
<td>14. Professional Services –</td>
<td>0.00</td>
</tr>
<tr>
<td>15. Construction Agreements –</td>
<td>0.00</td>
</tr>
<tr>
<td>16. Other: (Detail) Client Rent Payments</td>
<td>0.00</td>
</tr>
</tbody>
</table>

17. TOTAL MATERIALS & SERVICES 0.00

CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 35
## C. CAPITAL OUTLAY:

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Capital Outlay</th>
<th>Portion Chargeable to CDBG Program Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay: Quantity</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Real Property Acquisition:</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### 20. TOTAL CAPITAL OUTLAY

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Project Cost</th>
<th>Total CDBG Program Award</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

## II. SOURCES OF PROJECT FUNDING:

1. Federal: (Detail) **Council on Domestic Violence** $ 
2. State: (Detail) 
3. Local Cash: (Detail) 
4. County: (Detail) 
5. In-Kind Service and Supply: (Detail) 
6. Other: (Detail) **CARES funding from other federal agencies for this project** $ 
7. Subtotal 
8. CDBG Program Funds $ 

### 9. TOTAL PROJECT COSTS $
# ATTACHMENT 3
City of Boise
Division of Housing and Community Development

**INCOME GUIDELINES**

## 2019 Community Development Block Grant Income Guidelines

Boise City Median Income is $73,600

### Low Income Guidelines (80% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$41,250</td>
</tr>
<tr>
<td>2 Person</td>
<td>$47,150</td>
</tr>
<tr>
<td>3 Person</td>
<td>$53,050</td>
</tr>
<tr>
<td>4 Person</td>
<td>$58,900</td>
</tr>
<tr>
<td>5 Person</td>
<td>$63,650</td>
</tr>
<tr>
<td>6 Person</td>
<td>$68,350</td>
</tr>
<tr>
<td>7 Person</td>
<td>$73,050</td>
</tr>
<tr>
<td>8 Person</td>
<td>$77,750</td>
</tr>
</tbody>
</table>

### Very-Low Income Guidelines (50% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$25,800</td>
</tr>
<tr>
<td>2 Person</td>
<td>$29,450</td>
</tr>
<tr>
<td>3 Person</td>
<td>$33,150</td>
</tr>
<tr>
<td>4 Person</td>
<td>$36,800</td>
</tr>
<tr>
<td>5 Person</td>
<td>$39,750</td>
</tr>
<tr>
<td>6 Person</td>
<td>$42,700</td>
</tr>
<tr>
<td>7 Person</td>
<td>$45,650</td>
</tr>
<tr>
<td>8 Person</td>
<td>$48,600</td>
</tr>
</tbody>
</table>

### Extremely Low Income Guidelines (30% of Median Income)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Annual Gross Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Person</td>
<td>$15,500</td>
</tr>
<tr>
<td>2 Person</td>
<td>$17,700</td>
</tr>
<tr>
<td>3 Person</td>
<td>$21,330</td>
</tr>
<tr>
<td>4 Person</td>
<td>$25,750</td>
</tr>
<tr>
<td>5 Person</td>
<td>$30,170</td>
</tr>
<tr>
<td>6 Person</td>
<td>$34,590</td>
</tr>
<tr>
<td>7 Person</td>
<td>$39,010</td>
</tr>
<tr>
<td>8 Person</td>
<td>$43,430</td>
</tr>
</tbody>
</table>

**SOURCE:** [HUD.GOV FY2019 Income Limits Documentation System](#)
ATTACHMENT 4
City of Boise
Division of Housing and Community Development
NON-DISCRIMINATION PROVISIONS

GENERAL PROVISIONS

A. With respect to the administration of its CDBG and HOME programs, the City of Boise, its officers, agents, employees, and all its subrecipients and contractors, agree to refrain from any acts that have the purpose or the effect of subjecting qualified disabled persons to discrimination solely on the basis of disability, including:

1. Denying a qualified individual with a disability the opportunity to participate in, or benefit from, the housing, aid, benefits or services;
2. Failing to afford a qualified individual with a disability an equal opportunity to participate in, or benefit from, housing, aid, benefits or services;
3. Failing to provide a qualified individual with a disability with housing, benefits or services that afford the individual an equal opportunity to obtain the same results or benefits provided to others;
4. Providing different or separate housing, aid, benefits or services on the basis of disability, unless such action is necessary to provide qualified individuals with disabilities with housing, aid, benefits or services that are as effective as those provided to others;
5. Providing financial assistance to an agency, organization or person that is known to the City of Boise to discriminate on the basis of disability in the provision of housing, aid, benefits or services to beneficiaries in the City’s CDBG and HOME-funded programs or activities;
6. Denying a qualified individual with a disability the opportunity to participate as a member of planning or advisory boards;
7. Denying a dwelling to an otherwise qualified individual because of his or her disability or a disability of a family member;
8. Limiting a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity afforded to other qualified individuals receiving similar housing, aid, benefits or services;
9. Denying qualified individuals with disabilities the opportunity to participate in any Federally-assisted program or activity;
10. Utilizing criteria or methods of administration, either directly or through Agreement or other arrangements, that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination solely on the basis of disability;
11. Selecting sites or locations for Federally-assisted facilities that have the purpose or effect of subjecting qualified individuals with disabilities to discrimination under any program or activity receiving Federal financial assistance from the HUD; and
12. Failing to administer Federally-assisted programs and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities.
B. With respect to programs or activities funded in whole or in part with CDBG and HOME funds, the City of Boise, its officers, agents, employees, and all its subrecipients and Agreementors, agree to refrain from any acts that have the purpose or the effect of subjecting persons to discrimination on the basis of their race, color or national origin, including:

1. Denying an individual any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
2. Providing any housing, accommodations, facilities, services, financial aid or other benefits to a person that are different, or are provided in a different manner, from those provided to others under the program or activity, on the basis of race, color or national origin;
3. Subjecting an individual to segregation or separate treatment in any matter related to his/her receipt of housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
4. Restricting an individual in any way in access to such housing, accommodations, facilities, services, financial aid or other benefits, or in the enjoyment of any advantage or privilege enjoyed by others in connection with such housing, accommodations, facilities, services, financial aid or other benefits under the program or activity, on the basis of race, color or national origin;
5. Treating an individual differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any housing, accommodations, facilities, services, financial aid or other benefits provided under the program or activity, on the basis of race, color or national origin;
6. Denying an individual an opportunity to participate in the program or activity through the provision of services or otherwise, or afford him/her an opportunity to do so which is different from that afforded to others under the program or activity (including the opportunity to participate in the program or activity as an employee), on the basis of race, color or national origin;
7. Denying a qualified individual the opportunity to participate as a member of a planning or advisory body on the basis of race, color or national origin;
8. Using criteria or methods of administration that have the effect of subjecting persons to discrimination on the basis of race, color or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons of a particular race, color or national origin; and
9. Making selections of sites or locations of housing, accommodations or facilities with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the basis of race, color or national origin or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act.

SPECIFIC REQUIREMENTS

Benefits, Services and Method of Administration

1. Subrecipients shall revise its notice of nondiscrimination provided to employees and applicants for employment to include an identification of the Section 504 Coordinator (if applicable) by title and information on how to contact this person. The revision shall be made to the application for employment, the employee handbook and to all other recruitment material or publications made available to applicants for employment or to employees.

2. Subrecipients shall revise their housing application and/or application for services to add a request for the voluntary identification of the applicant’s race, national origin and disability status. The request shall state that the collected information will remain confidential and will not be used in making decisions concerning housing in the form attached as Exhibit D.1.
3. Subrecipients shall collaborate with the City in a study of the extent to which persons with disabilities apply for and participate in its housing programs and/or services, and shall submit monthly summary report reports in the form attached as Exhibit D.2.

4. Subrecipients shall include a statement in its policies and procedures of appeal rights available to rejected applicants for housing and/or services, including the right to file a Section 504 grievance (if applicable) in the form attached as Exhibit D.3.

**Affirmative Marketing**

Subrecipients shall develop a system for maintaining records of its efforts to affirmatively market housing units and to assess the results of these actions. The subrecipient shall submit monthly narrative reports addressing general progress of the project, impediments, and marketing and outreach to communities least likely to apply.

Subrecipients shall modify outreach to add specific efforts to reach minorities. New outreach efforts shall include advertisement in minority media, contact with leaders of minority community organizations and distribution of outreach material at events sponsored by minority community organizations.

**Subrecipient Monitoring**

Subrecipients shall allow the City of Boise to include monitoring for civil rights and fair housing compliance in all of its annual reviews. Pursuant to 24 CFR §84.53(e) the federal regulations provide the following:

“HUD, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph (e) are not limited to the required retention period, but shall last as long as records are retained.”

Pursuant to 24 CFR §8.55(b) the federal regulations require the following:

“Each recipient shall keep such records and submit to the responsible civil rights official or his or her designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible civil rights official or his or her designee may determine to be necessary to enable him or her to ascertain whether the recipient has complied or is complying with this part. In general, recipients should have available for the Department data showing the extent to which individuals with handicaps are beneficiaries of federally assisted programs.”

For purposes of this Agreement, the responsible civil rights official is the Director of the HUD Office of Fair Housing and Equal Opportunity in Seattle, Washington.
Attachment 5

BENEFICIARY DATA RECORD and DISABILITY SURVEY

(For CDBG Clients)

Applications for housing and services are considered without regard to age, race, color, religion, gender, national origin, familial status, or disability.

The purpose for this Data Record is to comply with federal record keeping and reporting requirements. The City of Boise makes periodic statistical reports to the federal government on all programs and services covered by the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. The completion of data regarding race, ethnicity, and disability status by the CDBG Client is OPTIONAL. However, please complete the required information regarding your household composition. If you choose to volunteer the additional information, please note that all Data Records are kept in a confidential file, and are not included as part of your application for housing or services.

Please note: INCLUSION OR EXCLUSION OF ANY DATA WILL NOT AFFECT ANY DECISION REGARDING YOUR APPLICATION FOR HOUSING PROGRAMS OR SERVICES.

Instructions for completing Beneficiary Data Record:

1. Indicate the public service for which you are applying.
2. Indicate the total number of persons in your household who are applying for services.
3. Indicate whether the head of household is female.
4. Indicate the number of persons in the household who are over the age of 62.
5. Provide a self-identification of ethnicity for all persons in the household applying for services (the total number should equal the total number of persons in your household that are reported in question #2 above).
6. Provide a self-identification of race for all persons in the household applying for services (the total number should equal the number reported in question #2 and #5 above).

Instructions for completing Disability Survey: Please indicate whether any person in your household has a disability\(^1\), and if any, please indicate the total number of disabled persons. Mark only “yes” or “no”, and indicate the number of disabled persons in your household, if any. Please DO NOT indicate the type, nature, or severity of the disability.

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\(^1\) Please note: Under the Americans with Disabilities Act (ADA), an individual with a disability is a person who: has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. A physical impairment is defined by the ADA as “Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.” A mental impairment is defined by the ADA as: “[a]ny mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.”
CDBG Beneficiary Data Record
Please provide the following required information regarding your household; the total number of family members, the breakdown of male and female household members, whether the Head of Household is female, and how many household members are elderly.

1. Program Applied For: 

2. Total Applicants/Clients in household applying for housing or services

3. Is the Head of Household female? Yes: ☐ No: ☐

4. Elderly Status: How many members in household are ages 62 or over?

5. Ethnic Categories
   How many household members are of Hispanic or Latino ethnicity: 
   How many household members are NOT of Hispanic/Latino ethnicity: 
   Total (should total number of clients listed in question #2 above):

6. Racial/multi-racial Categories: (please indicate number of household members that apply to each racial category):
   American Indian or Alaska Native
   American Indian or Alaska Native and White
   American Indian or Alaska Native and Black or African American
   Asian
   Asian and White
   Black or African American
   Black or African American and White
   Native Hawaiian or Other Pacific Islander
   White
   Other Multi-racial (please specify):
   Total (should total number of clients listed in question #2 and #5 above):

Disability Survey
The U.S. Department of Housing and Urban Development requires periodic reports on the race, ethnicity, and disability status of applicants. This data is for statistical analysis with respect to reporting civil rights compliance the City of Boise. **SUBMISSION OF THIS INFORMATION IS VOLUNTARY.** Mark only "yes" or "no", and indicate the number of disabled persons in your household, if any. **Please DO NOT indicate the type of disability, or provide us with any information regarding the nature or severity of the disability.**

7. Disability Status:
   Does any one in the applicant household have a disability: Yes: ☐ No: ☐
   How many persons in your household have a disability? Enter number, if any:

For Office Use Only: RECORD #: _____________________
This applicant converted to beneficiary status? Yes ☐ No ☐
Beneficiary Data Instructions

This form is intended to be used by subrecipients who receive HOME or CDBG financial assistance from the City of Boise to report household or client data for income, race, and ethnicity, female head of household, elderly members of household, and disability status information.

Income Categories
Report the total number of CDBG Clients served by household income category. Please note, although clients in households whose income exceeds 80% AMI may not be eligible for CDBG services, services providers contracted for reimbursement of salaries must report the demographic data on clients turned away, denied services or where other sources of funding was used to serve clients who were otherwise CDBG-eligible.

Female Head of Household
Report the total number of households where the head of household was female.

Elderly (Age 62 or over)
Report the total number of clients receiving services who were age 62 or over.

Racial Categories
Please note that collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below. The five racial categories as revised by the Office of Management and Budget are defined as follows:

- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs. Accordingly, please note that several categories have been combined into 4 additional multi-racial categories and “other” category.

Ethnic Categories
The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined as follows:

- **race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.”
- **Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of

Disability Status
Recipients of HUD grant fund are required to collect information regarding the disability status from applicants and beneficiaries in accordance with 24 CFR 8.55(b). This requires that the City of Boise to have information necessary to determine the extent to which individuals with disabilities apply for and participate of its programs. Please note that this information shall be solicited on a voluntary basis by the grantee. Please be advised that the grantee shall not ask persons to identify the nature or severity of a disability.

Specific Instructions for Completing the Form:

Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report the aggregate totals of the racial and ethnic data that you collect via the applicable categories.

**Total Number of Racial Responses:** Next to each of the racial categories, indicate the number of voluntary responses for each of the racial or multi-racial categories. For “Other Multi-racial” please indicate all racial categories (if any) identified by respondents that do not fit one of the five single race categories or four double race combinations listed above. Please report both for period, and contract year-to-date cumulative.

**Total Number of Hispanic or Latino Responses:** Under this column you should indicate the total number of responses collected by those applicants indicating their ethnicity affirmatively as Hispanic or Latino. Please report both for period, and contract year-to-date cumulative.

**Total Number of Disability Status Responses:** Under this column you should indicate the total number of responses collected in the block checked “Yes” to the question, “Do you have a disability?” This data on disability status is being requested specifically as a requirement of the Voluntary Compliance Agreement (VCA), entered into between the City of Boise and HUD. Pursuant to Section III.A.21 of the VCA, the City of Boise shall conduct a study in collaboration with its housing and community development stakeholders of the extent to which persons with disabilities apply for and participate in its housing programs and in the programs of its sub-recipients. Data should be collected for all those applicants who both apply for housing or services and for those WHO RECEIVED HOUSING AND SERVICES – AND ARE BENEFICIARIES OF HOUSING AND SERVICES. The data should be reported for the time period and cumulative from contract year-to-date.

**Comparison of Total Number of Applicants who qualified for Housing and/or Services** – and were reported as Beneficiaries: Under this column, please indicate the total number of applications
The following is an overview of how the City of Boise processes Grievances filed by individuals who have experienced disability discrimination under the law called Section 504. Section 504 of the Rehabilitation Act protects you from discrimination in federally funded programs for which you qualify, and is commonly called “Section 504.”

What is a Grievance?
A Grievance is a complaint on the basis of disability and in some way asking for the City of Boise’s assistance in resolving the problem. It may be submitted in writing or by using the online Grievance Form. The Grievance should contain:

- Complainant's name and address;
- Name and address of the individual, department or organization (City of Boise sub-recipient of federal assistance) alleged to have discriminated (the “recipient”); and
- Description of the discriminatory actions and the date of those actions.
- Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
- If desired, a complainant may propose a solution or remedy to the problem.

The Grievance may be amended at any time to clarify or amplify the allegation. Although a Grievance will contain the name of the complainant, the City of Boise will keep that identity confidential unless it has written authorization from the complainant to release it or except as necessary to carry out the purpose of the Section 504 regulations, including the enforcement provisions.

When Must a Grievance be Filed?
Under Section 504, a Grievance should be filed within a reasonable time after the complainant becomes aware of the action alleged to be prohibited. All Grievances must be filed within 180 days of the alleged act of discrimination unless the City of Boise waives this time limit for good cause shown. The Grievance is deemed received on the date the City of Boise actually receives it or, if mailed, on the date it is postmarked.

Who May File a Grievance?
Any individual who believes he or she has been discriminated against on the basis of disability by a recipient of Federal financial assistance, his or her representative, or a member of a class of persons so situated, or the authorized representative of a member of that class.

Who is an Individual with Disabilities?
An individual with disabilities is any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

Where May a Grievance be Filed?
A Grievance may be filed by mail to the City of Boise, Section 504 Coordinator, 625 W, Idaho Street, Boise, Idaho 83702, 208-384-3850
City of Boise Section 504 Grievance Process

Notification to Parties
Within ten (10) days of receipt, the City of Boise will notify the complainant and the recipient that it has received the Grievance.

Notification of the Parties and the Recipient's Opportunity to Respond
Once the Grievance has been accepted, the Section 504 Coordinator for the City of Boise will notify the complainant and the recipient of its acceptance. The Section 504 Coordinator will also notify the recipient of the allegations and provide an opportunity for a written response to the allegations within thirty (30) days of receiving the notice. Like the Grievance, the recipient's response may be amended for good cause at any time.

Voluntary Resolution of the Issues
During investigation of the Grievance, the Section 504 Coordinator will make every effort to define all of the issues contained in the Grievance. Throughout the Grievance process, the Section 504 Coordinator will encourage a voluntary resolution of the matter, and will assist the parties in resolving the Grievance through informal resolution. A matter may be resolved by informal means at any time.

The Investigation and Determination
Within ninety (90) calendar days after receiving the Grievance, the Section 504 Coordinator must investigate the incident and issue a finding of whether or not discrimination was found. The Section 504 Coordinator will request all of the information that the City of Boise believes is necessary in order to fully investigate the issues in the Grievance. The Grievance investigation will involve interviews and meetings with the parties, including any witnesses or other persons identified as having some involvement in the issues of the Grievance. The Section 504 Coordinator may also conduct on-site reviews of facilities that are under the recipient's oversight, if these facilities are a part of the Grievance. Once the Grievance investigation is completed, the Section 504 Coordinator will compile all of its findings and shall issue a written determination.

Appeal Procedure
The grievant is not precluded from filing formal complaints at any time during or after the grievance process with the following state or federal agencies:

Idaho Human Rights Commission
1109 Main Street
P.O. Box 83720
Boise ID 83720-0040
(208) 334-2873

Seattle Regional Office of FHEO
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, Washington 98104-1000
(206) 220-5170
1-800-877-0246
TTY (206) 220-5185

Intermountain Fair Housing Council
1-800-717-0695

U.S. Department of Justice
Washington, D.C. 20530
Employment complaints may be filed with:

Equal Employment Opportunity Commission
2815 2nd Avenue, Suite 500
Seattle, Washington

CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 45
City Of Boise
Section 504 Grievance Form

Grievance Information

Your Name: ___________________________________________
Your Address: ___________________________________________
City, State, Zip Code: ___________________________________________
Daytime Phone: __________________ Evening Phone: __________________

Other Contact Information
Who else can we call if we cannot reach you? ______________________________
Daytime Phone: __________________ Evening Phone: __________________

Grievance
1. What happened to you? How were you discriminated against? State briefly what happened.

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

2. Why do you believe you are being discriminated against?

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

3. Who do you believe discriminated against you?

Name: _______________________________________________________
Address: _______________________________________________________
Phone: _______________________________________________________

CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 46
City of Boise Section 504 Grievance Form

Please note: If this is a housing-related grievance, it is a violation of the law to deny you your housing rights for any of the following factors: age, race, color, religion, sex, national origin, familial status (families with children under 18), or disability. Sufficient data should be included to substantiate any claims or charges.

Additional supporting documentation may be attached.

4. Where did the alleged act of discrimination occur?

Address: __________________________________________________________

City, State, Zip Code: ______________________________________________

5. When did the last act of discrimination occur?

Enter the date (mm/dd/yyyy) ________________________________

Is the alleged discrimination continuous or ongoing? _Yes _ No

6. Is there any solution you believe may remedy the problem?

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________ __________________________
Signature Date

Send this form to:
Attn: Section 504 Coordinator
625 W. Idaho Street
Boise, Idaho 83702
208-384-3850

Attachment: 2020 CDBG CARES Terry Reilly (RES-265-20 : Terry Reilly - CDBG CARES Funding)
ATTACHMENT 7
City of Boise
Division of Housing and Community Development
ANNUAL INCOME

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for Hourly Employment:

Household Member #1 ________________________________

Job #1:
Hourly Wage: $__________ X Hours Per Week ____________ = __________ Weekly Income
(a)

Job #2:
Hourly Wage: $__________ X Hours Per Week ____________ = __________ Weekly Income
(b)

(a) + (b) x 4.33 = ________________________Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) ________________ = Monthly Gross

Monthly Gross x 12 = ________________Annual Income

Household Member #2 ________________________________

Job #1:
Hourly Wage: $__________ X Hours Per Week ____________ = __________ Weekly Income
(a)

Job #2:
Hourly Wage: $__________ X Hours Per Week ____________ = __________ Weekly Income
(b)

(a) + (b) x 4.33 = ________________________Sub-Monthly Gross (line c)

(line c) + Any Other Income (SSI, Child Support, Alimony, etc.) ________________ = Monthly Gross

Monthly Gross x 12 = ________________Annual Income

______________

Did you collect source documents for income verification? ___ Yes ____ No

Are the source documents for income verification from the last 30 days? ___ Yes ____ No

______________

Total Annual Household Gross Monthly Amount $__________________ (line C from Household Member 1+ 2)
Total anticipated Annual Household Gross Annual Amount $__________________ (Total Annual Household) x 12

CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 48
Family/Household Size:

- [ ] Low Income below 30% of median income as the annual household income is less than $________
- [ ] Low-Mod Income 30-50% of median income as the annual household income is less than $________
- [ ] Moderate Income over 50-80% of median income as the annual household income is less than $________
- [ ] High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is a/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

________________________________________  __________________________
Signature                                         Date

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL HOUSEHOLD INCOME DETERMINATION WORKSHEET

Use for individuals who are Salaried: If individual has part-time work in addition to a salary, please use the hourly calculations worksheet for that portion of income.

<table>
<thead>
<tr>
<th>Household Member #1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Salary:</td>
<td>$__________________________</td>
</tr>
<tr>
<td>Monthly Gross x 12</td>
<td>___________________ Annual Income</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Household Member #2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Salary:</td>
<td>$__________________________</td>
</tr>
<tr>
<td>Monthly Gross x 12</td>
<td>___________________ Annual Income</td>
</tr>
</tbody>
</table>

Did you collect source documents for income verification?  ___ Yes  ___ No

Are the source documents for income verification from the last 30 days?  ___ Yes  ___ No

________________________________________  __________________________
________________________________________  __________________________

Total Annual Household Gross Monthly Amount $ ________________ (a) (Household Member 1 +2)

Total anticipated Annual Household Gross Annual Amount $_____________  (a) x 12

Family/Household Size:

- [ ] Low Income below 30% of median income as the annual household income is less than $________
- [ ] Low-Mod Income 30-50% of median income as the annual household income is less than $________
- [ ] Moderate Income over 50-80% of median income as the annual household income is less than $________
- [ ] High Income over 80% (not eligible for Community Development Block Grant assistance)

I certify the applicant(s) is a/are City of Boise resident(s) and meets current Community Development Block Grant Program income guidelines.

________________________________________  __________________________
Signature                                         Date

CONTRACT FOR CDBG FUNDS (TERRY REILLY HEALTH SERVICES) - 49
All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:


2. *Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)*—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)*—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)*—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act.
(40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. **Clean Air Act (42 U.S.C. 7401 et seq.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).


8. **Debarment and Suspension (E.O.s 12549 and 12689)**— No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

10. **HUD’s Definition of Homelessness and Chronic Homelessness** –
For purposes of this Agreement, the term “homeless”, “homeless individual”, and “homeless person” means— (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); (4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (5) an individual or family who—
   (A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
      (i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
      (ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
      (iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;
   (B) has no subsequent residence identified; and (C) lacks the resources or support networks needed to obtain other permanent housing; and
 (6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who--
   (A) have experienced a long term period without living independently in permanent housing,
   (B) have experienced persistent instability as measured by frequent moves over
such period, and (C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS.—Notwithstanding any other provision of this section, HUD shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

CHRONICALLY HOMELESS

(A) IN GENERAL.—The term ‘chronically homeless’ means, with respect to an individual or family, that the individual or family—
(i) is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter;
(ii) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least 4 separate occasions in the last 3 years; and (iii) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions.

(B) RULE OF CONSTRUCTION.—A person who currently lives or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days shall be considered chronically homeless if such person met all of the requirements described in subparagraph (A) prior to entering that facility.
DUPLICATION OF BENEFITS AFFIDAVIT

Small Business Loan and Grant Implementation, CDBG CARES Act

**Description:** As part of the CARES Act, Small Business Loan and Grant Program Design and Implementation Toolkit, the Duplication of Benefits (DOB) Affidavit may be used to assist CDBG-CV grantees in verifying all funding a business has received for CARES Act related projects in order to eliminate any duplication of benefits. Note the Affidavit requests insurance information (e.g. policy number, insurance name) regardless if an applicant submitted a claim or received funding. This information provides a grantee the opportunity to verify a participant’s information with each insurance company—similar to the data sharing practice a grantee will undertake with FEMA and SBA.

**Modification of Source Documents Provided by:** City of Boise, Housing and Community Development

This is not an official HUD document and has not been reviewed by HUD counsel. It is provided for informational purposes only. Any binding agreement should be reviewed by attorneys for the parties to the agreement and must conform to state and local laws.

U.S. Department of Housing and Urban Development
Community Planning and Development, CARES Act
DUPLICATION OF BENEFITS AFFIDAVIT

INSTRUCTIONS

The affidavit is divided into four (4) components:

1. Assistance received from other CARES Act business assistance projects being administered by the grantee;
2. Insurance assistance received for CARES Act related projects; and,
3. Government, bank and any and all other funding received by a business for CARES Act related projects.
4. Attachments;
5. Signature(s)

Read each component in full and provide the accurate information.

Part 1. Other Federal Programs Assistance Duplication of Benefits Affidavit

This affidavit must be completed by all businesses that have applied for and/or received any assistance from the CARES Act. The information within this affidavit will provide the City of Boise with vital information for processing the application required by the Stafford Act Section 312 on Duplication of Benefits.

Indicate with an “X” the program(s) for which your business is applying AND any program your business has previously received funds from.

☐ Small Business Loan, through the SBA for general operations
☐ PPP Loan for this project;
☐ PPP Loan for other programs administered by our agency
☐ ESG
☐ Bank loan for the project
☐ Bank loan for other programs administered by our agency

Part 2. Insurance Duplication of Benefits Affidavit

Insurance company information must be completed even if the Company named herein did not receive insurance monies as compensation for the COVID-19 Pandemic. If there were insurance claims due to COVID-19, the name of the insurance company, policy number, claim number, and settled amount, if any, must be completed. Copies of the insurance policies in place at the time of COVID-19, and any correspondence with the insurance companies on or after April 1, 2020 must be attached to this affidavit.

This section must be signed in front of a notary public.

Before me, the undersigned authority, on this day personally appeared to the person named below, who, being by me duly sworn under penalty of perjury and penalty of violation of Federal and State laws applicable to [insert name of company]’s application for and receipt of a grant or forgivable loan under the [insert name of program company applying for] made the following statements and swore that they were true:

1. I hereby state that I am the authorized signatory of [insert name of company] (the “Applicant”) and am duly authorized by the Applicant to make the certifications contained in this Affidavit on behalf of the Applicant.
2. I hereby state and certify to the United States Department of Housing and Urban Development and to The City of Boise as follows:

☐ On any date on or after April 1, 2020 of COVID-19 Pandemic, CDBG-CV funds will be used to prevent, prepare for, and respond to the coronavirus pandemic.

☐ On any date on or after April 1, 2020, COVID-19 Pandemic, you will notify the City of Boise if you attempted to file an insurance claim(s) for operational losses or any other kind of insurance claim for business interruptions due to COVID-19 [insert name of company]. If insurance was carried by [insert name of company], fill in the information requested below using the insurance information in effect at the time of operational losses or business interruptions due to the COVID-19 Pandemic on or after April 1, 2020.

Please provide information regarding any such insurance policies and information regarding claims filed and paid, if any, in the designated spaces below. If no claim was filed under an insurance policy listed below, fill in the applicable blank with “None.”

<table>
<thead>
<tr>
<th>Insurance Company Name</th>
<th>Policy Number</th>
<th>Type of Insurance</th>
<th>Claim Number</th>
<th>Settled Amount</th>
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CARES Act/CDBG-CV: Duplication of Benefits Affidavit  2
Part 3. Government, Bank and Other Funding Sources Duplication of Benefits Affidavit

This section identifies any sources of funds that the business has received as a result of the CARES Act, other than insurance. Sources of funds include but are not limited to: Federal, state and local loan/grant programs, private or bank loans, nonprofit donations or loans. Please indicate below the amount allocated to your business from any and all funding sources not.

**Source of Funds #1**

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

- Government Loan
- Government Grant
- Government Forgivable Loan
- Nonprofit Grant
- Nonprofit Loan
- Nonprofit Forgivable Loan
- Private Loan
- Other: ______________________

**Source of Funds #2**

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Purpose</th>
<th>Amount</th>
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</thead>
<tbody>
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</tbody>
</table>

- Government Loan
- Government Grant
- Government Forgivable Loan
- Nonprofit Grant
- Nonprofit Loan
- Nonprofit Forgivable Loan
- Private Loan
- Other: ______________________

**Source of Funds #3**

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Purpose</th>
<th>Amount</th>
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</thead>
<tbody>
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</tbody>
</table>

- Government Loan
- Government Grant
- Government Forgivable Loan
- Nonprofit Grant
- Nonprofit Loan
- Nonprofit Forgivable Loan
- Private Loan
- Other: ______________________

**Source of Funds #4**

<table>
<thead>
<tr>
<th>Lender/Grant Provider Name</th>
<th>Purpose</th>
<th>Amount</th>
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</tbody>
</table>

- Government Loan
- Government Grant
- Government Forgivable Loan
- Nonprofit Grant
- Nonprofit Loan
- Nonprofit Forgivable Loan
- Private Loan
- Other: ______________________

**Part 4. Attachments**

Attached to this Affidavit are copies of the following:

CARES Act/CDBG-CV: Duplication of Benefits Affidavit
1. Each insurance policy in force on or after April 1, 2020.

2. All correspondence relating to the insurance policies described in (1) of this sentence, including correspondence regarding any claims filed under such insurance policies. No other correspondence with respect to any such insurance policies and/or claims has been received by me as of the date of this Affidavit.

3. Acceptable Documentation for each of the sources of funds acquired as a result of the April 1, 2020, COVID-19 Pandemic.

Part 5. Signature(s)

By executing this Insurance Affidavit, Applicant(s) acknowledge and understand that Title 18 United States Code Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal, or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; OR (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

Dated this the _____ day of ______________, 2020.

_________________________________  ________________________________
Applicant (Affiant) Signature Print               Applicant name (Affiant)

_________________________________  ________________________________
Joint Applicant (Affiant) Signature Print              Joint Applicant name (Affiant)

SUBSCRIBED AND SWORN TO before me, by the above-named Affiant(s) this, the _____day of ______________, 2020, to certify which witness my hand and official seal.

__________________________________________________________________
NOTARY PUBLIC

My Commission Expires:_____________________

CARES Act/CDBG-CV: Duplication of Benefits Affidavit
TO: Mayor and Council
FROM: Rhiannon Avery, Planning and Development Services
NUMBER: RES-266-20
DATE: June 24, 2020
SUBJECT: Addendum to Loan and Regulatory Agreement - Northwest Valor Pointe LLC

BACKGROUND:

The City of Boise originally was going to provide CDBG Funds to Valor Pointe. Due to timing issues for costs eligible for the project, the City needs to utilize HOME Funds in the same amount. The development team is in agreement to this. In addition, the City will have an additional unit added for affordability within the project.

FINANCIAL IMPACT:

No General Fund Impact

ATTACHMENTS:

- Addendum HOME Agreement (PDF)
CITY OF BOISE

Resolution NO. RES-266-20

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

A RESOLUTION APPROVING AN ADDENDUM TO THE REGULATORY AGREEMENT BETWEEN THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DIVISION) AND VALOR POINTE LLC. FOR USE OF HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Loan and Regulatory agreement between the parties effective July 9, 2019, was entered into pursuant to Boise City Council Resolution No. 258-19, dated June 25, 2019; and

WHEREAS, a First Amendment to the Loan and Regulatory Agreement was executed on January 28, 2020 by Boise City Council Resolution No. 31-20; and

WHEREAS, Northwest is a "Key Principal" to that Agreement as the term "Key Principal" is defined therein; and

WHEREAS, City intended to provide to Northwest a grant of CDBG funds in the amount of $213,666.00, but due to timing issues with the CDBG program will be unable to provide these funds; and

WHEREAS, the City has HOME funds available in that same amount, which it can provide to the Project (as that term is defined in the Agreement) as a forgivable loan; however, due to the financial structure of the Project, these funds cannot be provided directly to Owner but instead must be provided to Northwest, a Key Principal of the Project; and

WHEREAS, City desires to provide additional HOME funds to Northwest, provided that Northwest is bound to those terms of the Regulatory Agreement that apply to the use and receipt of the HOME funds; Northwest agrees to be bound to the terms of Regulatory Agreement for the receipt and use of the HOME funds, but only until such time as the loan is forgiven at which time Northwest will remain liable for all terms in the Agreement; and Owner agrees that Northwest should be provided these funds and for this purpose until such time as the loan is forgiven; and

WHEREAS, the parties all agree that, upon the loan being forgiven by City, that Northwest shall remain responsible for all other terms of the Agreement and this addendum,
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Addendum to the Regulatory Agreement Between the city of Boise City and Northwest Valor Pointe LLC for addition of HOME funds and increased HOME-assisted units, 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 Addendum 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.
ADDENDUM TO THE AGREEMENT BETWEEN
THE CITY OF BOISE CITY AND
AND
NORTHWEST VALOR POINTE, LLC
AND
NORTHWEST REAL ESTATE CAPITAL CORP., as a KEY PRINCIPAL
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS

This ADDENDUM to LOAN AND REGULATORY AGREEMENT (this "Addendum") is made and entered into this ___ day of June, 2020 (the "Effective Date"), by and between the city of Boise City, a municipal corporation ("City"), Northwest Valor Pointe, LLC, an Idaho limited liability corporation ("Owner"), and NORTHWEST REAL ESTATE CAPITAL CORP., an Idaho nonprofit corporation (herein, "Northwest").

RECITALS:

WHEREAS, the City and Owner entered into a Loan and Regulatory Agreement on July 9, 2019 pursuant to Boise City Council Resolution No. 258-19, effective June 25, 2019 ("Agreement"); and

WHEREAS, a First Amendment to the Loan and Regulatory Agreement was executed on January 28, 2020 by Boise City Council Resolution No. 31-20; and

WHEREAS, Northwest is a "Key Principal" to that Agreement as the term "Key Principal" is defined therein; and

WHEREAS, City intended to provide to Northwest a grant of CDBG funds in the amount of $213,666.00, but due to timing issues with the CDBG program will be unable to provide these funds; and

WHEREAS, the City has HOME funds available in that same amount, which it can provide to the Project (as that term is defined in the Agreement) as a forgivable loan; however, due to the financial structure of the Project, these funds cannot be provided directly to Owner but instead must be provided to Northwest, a Key Principal of the Project.

WHEREAS, City desires to provide additional HOME funds to Northwest, provided that Northwest is bound to those terms of the Regulatory Agreement that apply to the use and receipt of the HOME funds; Northwest agrees to be bound to the terms of Regulatory Agreement for the receipt and use of the HOME funds, but only until such time as the loan is forgiven at which time Northwest will remain liable for all terms in the Agreement; and Owner agrees that Northwest should be provided these funds and for this purpose until such time as the loan is forgiven; and
WHEREAS, the parties all agree that, upon the loan being forgiven by City, that Northwest shall remain responsible for all other terms of the Agreement and this addendum, including the increased floating low-income HOME units.

NOW THEREFORE, City, Owner and Northwest hereby agree as follows:

1. **HOME Grant.** City shall grant to Northwest and Northwest shall accept from City, a forgivable loan in the amount of $213,666.00 ("HOME grant"). This loan may only be used for approved purposes of the Project, as defined in the Agreement. Northwest shall be obligated to abide by all terms and conditions of the Agreement in its use and expenditure of the funds, specifically including but not limited to Section 3, Loan Compliance Monitoring. Upon receipt of a certificate of occupancy for the Project, City shall forgive this HOME loan at which time it will become a grant, and Northwest’s direct obligations under this Addendum and the Agreement as related to this Addendum shall cease. At such time, Northwest shall remain liable on the Agreement as a Key Principal.

In the event that Northwest defaults in any of the provisions of the Agreement associated with this Addendum, the HOME loan shall not be forgiven and shall be re-payable as set forth in the attached Promissory Note.

2. The Agreement shall be amended as follows:

   a. Section 2.4(l) of the Loan and Regulatory Agreement shall be and hereby is amended as follows:
      Match documentation must be submitted to City. Match is equal to no less than 25% ($250,000) ($303,416.50) of the total HOME investment ($1,000,000.00) ($1,213,666.00) drawn for the project...

   b. Section 3.27(i) of the Loan and Regulatory Agreement shall be and hereby is amended as follows:
      During the HOME Period of Affordability, Owner shall utilize and maintain five (5) seven (7) Floating, Low-HOME Rent units ("HOME units") in the project, in accordance with the rent limitations and income targeting specified in Section 3.28 and 3.30 pursuant to the provisions of this Agreement...

   c. Section 3.29 of the Loan and Regulatory Agreement shall be and hereby is amended as follows:
      (i) Initial Occupancy: Five Seven one-bedroom units will be occupied by households with annual gross incomes not exceeding fifty percent (50%) of the Area Median Family Income.
      (ii) During the Period of Affordability, after initial Occupancy: Five Seven one-bedroom units of the HOME assisted Units shall be occupied by households whose annual gross income at the time of their initial
occupancy, shall not exceed fifty percent (50%) of the Area Median Income;

3. The Parties agree to execute such other documents as may be reasonably required to effectuate the purposes of this Addendum.

No further changes. Signatures appear on the following page.
IN WITNESS WHEREOF, Grantee has signed and delivered this Agreement or has caused this Amendment to the Agreement to be signed and delivered by its duly authorized representative.

SIGNED this 23rd day of June, 2020

NORTHWEST:

By: Northwest Real Estate Capital Corp., an Idaho nonprofit corporation

___________________________
Noel Gill

By: Noel Gill
Its: Executive Vice President

OWNER:
NORTHWEST VALOR POINTE LLC,
an Idaho limited liability company

By: NVP MANAGER LLC, an Idaho limited liability company, its Managing Member

By: NORTHWEST REAL ESTATE CAPITAL CORP., an Idaho non-profit corporation, its sole member

___________________________
Noel Gill

By: Noel Gill
Its: Executive Vice President

CITY:
APPROVED BY:

___________________________
Lauren McLean, Mayor
Date

ATTEST:

___________________________
Lynda Lowry, ex officio City Clerk
Date
TO: Mayor and Council

FROM: Rob Lockward, Legal

NUMBER: RES-267-20

DATE: June 24, 2020

SUBJECT: S. Maple Grove Temporary Construction Easement

BACKGROUND:

This Temporary Construction Easement will allow ACHD to enter upon property owned by the city of Boise City and will allow ACHD to begin work on improvements to the intersection at S. Maple Grove and Victory Roads to Overland Road.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- S. Maple Grove Temporary Construction Easement (PDF)
CITY OF BOISE

Resolution NO. RES-267-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT,
BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND ADA
COUNTY HIGHWAY DISTRICT; 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 Temporary Construction Easement, between the city of Boise
City and the Ada County Highway District, 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 Temporary Construction Easement 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.
TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this ______ day of ________________, 20__, by and between, THE CITY OF BOISE, hereinafter "GRANTOR" and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, hereinafter “ACHD”;

W I T N E S S E T H:

FOR VALUE RECEIVED, and for the term and uses and on the terms and conditions hereinafter set forth, GRANTOR does hereby grant to ACHD an easement (the “Easement”) under, over, through and across that certain real property owned by GRANTOR situated in the COUNTY OF ADA, STATE OF IDAHO more particularly described/depicted on Exhibit “A” attached hereto and by this reference made a part hereof (the “Servient Estate”).

This grant is made on the following terms:

1. Authorized Uses By ACHD. ACHD’s use of the Easement granted herein shall be in connection with the construction and improvement of a highway on adjoining and abutting property owned by ACHD municipally known as S. Maple Grove Rd., for access and egress for equipment and vehicles, for construction, excavation, storage of earth and other materials thereon, for surveying, and for all other reasonable uses that are necessary, advisable or convenient to ACHD in connection with such highway construction and improvement project, and for ingress and egress to and from the Dominant Estate.

2. Use by Others Under ACHD. ACHD’s right to so use the Servient Estate during the term of the Easement shall extend to use by ACHD’s Commissioners, employees, contractors and agents.

3. Term. This Easement shall be for a term commencing on the date construction activities begin on the Servient Estate and expiring one year after the date construction activities begin on the Servient Estate, provided that ACHD may elect to extend this Easement for an additional year by paying GRANTOR a sum equal to the value received for this Easement. In the event the highway construction and improvement project on the Dominant Estate is completed prior to the expiration of the term of this Easement, this Easement shall terminate automatically. On the expiration of the term of this Easement, the rights and privileges granted to ACHD hereunder shall cease and terminate and this Easement shall be null and void and of no further force and effect.

4. Indemnification. ACHD hereby agrees to indemnify and hold GRANTOR harmless from and against any and all claims for loss, injury, death and damage caused by or arising out of the use of the Servient Estate by ACHD, its Commissioners, employees, contractors and agents, hereunder, and including, without limitation, attorney’s fees and costs that might be incurred by GRANTOR in defending any such claims.
5. **Restoration on Expiration of Term.** On the expiration of the term of this Easement, the Servient Estate shall be restored by ACHD, at its sole cost and expense, to at least as good a condition as existing on the date of this Indenture.

6. **Binding Effect.** This Easement, and the covenants and agreements herein contained, shall, during the entire term hereof, be binding upon and inure to the benefit of (i) ACHD AND GRANTOR, respectively, and their successors and assigns, and (ii) their respective interests in the Dominant and Servient Estates.

7. **Appurtenant.** The Easement herein granted is appurtenant to the Dominant Estate.

TO HAVE AND TO HOLD this Easement unto the ACHD for the term hereinabove set forth.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, GRANTOR warrants to the ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

IN WITNESS WHEREOF, this Temporary Construction Easement has been duly executed by the parties, the day, month and year herein first above written.

**GRANTOR:** The City of Boise

By: 
Its: Mayor

By: 
Its:

**ADA COUNTY HIGHWAY DISTRICT:**

David Serdar, Right-of-Way Supervisor

Michele White, Sr. Right-of-Way Agent

**NO ACKNOWLEDGEMENT NEEDED. THIS EASEMENT IS NOT TO BE RECORDED**
TO: Mayor and Council

FROM: Rob Lockward, Legal

NUMBER: RES-268-20

DATE: June 24, 2020

SUBJECT: S. Maple Grove Perpetual Easement

BACKGROUND:

This Perpetual Easement will allow ACHD to construct improvements with respect to the S. Maple Grove and Victory Roads to Overland Road project. The easement area comprises approximately 9,700 square feet. There is no fee associated with conveying this easement under the current ACHD and Boise Fee Agreement.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- S. Maple Grove Permanent Easement (PDF)
CITY OF BOISE

Resolution NO. RES-268-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING A PERPETUAL EASEMENT ALONG S. MAPLE GROVE, BETWEEN THE CITY OF BOISE CITY (PARKS AND RECREATION) AND ADA COUNTY HIGHWAY DISTRICT; 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 Perpetual Easement, between the city of Boise City and the Ada County Highway District, 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 Perpetual Easement 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.
PERMANENT EASEMENT

This PERMANENT EASEMENT (the "Easement"), is made and entered into this _____ day of ____________________, 20____, by and between, THE CITY OF BOISE, hereinafter referred to as "GRANTOR," and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD."

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly described on Exhibit “A” attached hereto and by this reference incorporated herein (hereinafter “Servient Estate”).

1.2 ACHD has jurisdiction over the public highways, including sidewalks, and public rights-of-way which adjoin and are adjacent to the Servient Estate (hereinafter the “Dominant Estate”).

1.3 ACHD desires to obtain an easement on, over and across the Servient Estate for the purposes hereinafter described, and, for the consideration and on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such easement to ACHD.

SECTION 2. Grant of Easement and Authorized Uses.

GRANTOR hereby grants to ACHD a permanent exclusive easement over and across the Servient Estate for use by the public, including pedestrians and bicyclists, and the following uses and purposes:

(a) placement of a Public Right-of-Way (as defined in Idaho Code, section 40-117);

(b) construction, reconstruction, operation, maintenance and placement of necessary culverts, sluices, drains, ditches, waterways, embankments, retaining walls, grade separation structures, roadside improvements, pedestrian facilities, and any other structures, works or fixtures incidental to the preservation or improvement of an adjacent Highway;

(c) statutory rights of ACHD, utilities and irrigation districts to use the Public Right-of-Way.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.
SECTION 3. Permanent Easement; Covenants Run with the Land.

This is a permanent easement. This Easement, and the covenants contained herein shall be a burden upon the Servient Estate and shall run with the land. The Easement and the covenants and agreements made herein shall inure to the benefit of and be binding upon, ACHD and GRANTOR, and Grantor’s successors and assigns to the Servient Estate.

SECTION 4. Appurtenant.

The Easement herein granted is appurtenant to the Dominant Estate and a burden on the Servient Estate.

SECTION 5. Maintenance.

ACHD shall maintain the physical integrity of any facilities constructed by ACHD on the Servient Estate in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices. The repair and maintenance of such facilities shall be at the sole cost and expense of ACHD; provided if the damage to such facilities is as a result of the activities of GRANTOR, GRANTOR’S guests, invitees, contractors or agents, the repair shall be at the sole cost and expense of GRANTOR. This Section shall not release GRANTOR’S obligation to provide routine maintenance required under any applicable state or local law, ordinance or regulation as to any pedestrian facilities that may be placed on the Servient Estate.

SECTION 6. Indemnification.

ACHD shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome GRANTOR from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by the ACHD or the ACHD’s officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way out of ACHD’s construction, use and maintenance on the Servient Estate. Any such indemnification hereunder by the ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by the ACHD shall in no event cause the liability of the ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of GRANTOR.

SECTION 7. Recordation.

This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.
TO HAVE AND TO HOLD this Easement unto the ACHD forever.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate; and, GRANTOR warrants to ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

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

GRANTOR: City of Boise

By: 
Its: Mayor

By: 
Its:

State of IDAHO )
)ss.
County of ADA )

This record was acknowledged before me on this _____ day of __________________________, 20____, by __________________________ as __________________________ of The City of Boise.

(SEAL)

Signature of Notary Public
My commission expires: ____________
Parcel 7
Required Permanent Easement

A parcel of land being a portion of the Southeast Quarter of the Southeast Quarter of Section 23, Township 3 North, Range 1 East, Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monument marking the southeast corner of said Southeast Quarter of the Southeast Quarter, from which a 5/8 inch diameter iron rod marking the northeast corner of said Southeast Quarter of the Southeast Quarter bears N. 00° 37' 26" E. a distance of 1327.24 feet;

Thence along the east line of said Southeast Quarter of the Southeast Quarter, N. 00° 37' 26" E. a distance of 756.54 feet;

Thence leaving said east line, N. 89° 22' 34" W., a distance of 48.00 feet to a point on the east line of a parcel described in Instrument No. 94044422, records of Ada County and the POINT OF BEGINNING;

Thence leaving said east line, N. 89° 22' 34" W., a distance of 147.00 feet;

Thence N. 00° 37' 26" E., a distance of 66.19 feet;

Thence S. 89° 22' 34" E., a distance of 147.00 feet to a point on said east line;

Thence along said east line, S. 00° 37' 26" W., a distance of 66.19 feet to the POINT OF BEGINNING.

Said parcel contains 9,729.93 square feet (0.223 acres), more or less.

Prepared by Fritz Brownell P.L.S.
Horrocks Engineers
March 25, 2019
PARCEL 7
MAPLE GROVE, VICTORY RD TO OVERLAND RD
ACHD PROJECT NO.: 517039
OWNER: CITY OF BOISE (PARKS and RECREATION)
ASSESSOR'S PARCEL NO.: S1123449083
LOCATED IN SECTION 23, T3N, R1E, BM
MARCH 2019

EXHIBIT "A"

TOTAL EASEMENT REQUIRED
9,729.93 SF (0.223 Acre)
TO: Mayor and Council
FROM: AnaMarie Guiles, Planning and Development Services
NUMBER: RES-269-20
DATE: June 24, 2020
SUBJECT: Purchase and Sale Agreement 5102 and 5122 W. State Street

BACKGROUND:
Consistent with a Letter of Intent executed June 9, 2020, City staff has negotiated this Purchase and Sale Agreement (the “Agreement”) to acquire property at the northeast corner of West State Street and Marketplace Lane in Boise. The site is comprised of two undeveloped parcels commonly referred to as 5102 and 5122 West State Street. The City will have 90 days to evaluate all aspects of the property, with a projected closing date in late September. This acquisition represents the second purchase for a future mixed-income, mixed-use development under the Housing Land Trust model. The site will increase housing affordability opportunities while optimizing transit-oriented development (TOD) through a Request for Proposal process. Surrounded by existing single-family and multi-family residential, the property is located near the Primary TOD Station at Collister Drive and the Library! at Collister. If acquired, the Energize Our Neighborhoods team will initiate a comprehensive internal and external engagement process to inform design and identify other assets that may be leveraged.

RECOMMENDATION:
Staff recommends approval authorizing the City to enter into a Purchase and Sale Agreement with the intent to expand housing opportunities.

FINANCIAL IMPACT:
Purchase price for the two parcels is $596,000.00. Budget authority was formerly approved by Mayor and Council for Grow Our Housing and is managed by the Housing and Community Development Division of the Planning and Development Services Department. No additional funds are required at this time.

ATTACHMENTS:
CITY OF BOISE

- Real Estate Purchase and Sale Agreement  (PDF)
A RESOLUTION APPROVING A REAL PROPERTY PURCHASE AND SALE AGREEMENT BY AND BETWEEN RINALDO, LLC., AS SELLER, AND THE CITY OF BOISE CITY (PLANNING AND DEVELOPMENT SERVICES, HOUSING AND COMMUNITY DEVELOPMENT DIVISION), AS BUYER, FOR TWO PARCELS TOTALING APPROXIMATELY 1.19 ACRES OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF STATE STREET AND MARKETPLACE LANE IN BOISE CITY, ADA COUNTY, IDAHO; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rinaldo LLC (“Seller”) owns two parcels of real property located in Boise City (“City”), Ada County, state of Idaho, known by the Ada County Assessor as Parcel Numbers R0919000323 and R0919000351, which are commonly referred to as 5102 and 5122 West State Street, Idaho, consisting of approximately 1.19 acres of real property in total (“Property”), as more particularly described in Exhibit A to the Purchase and Sale Agreement (the “Agreement”); and

WHEREAS, the City has identified that the Property is ideally situated for mixed-income mixed-use housing development and other public purposes; and

WHEREAS, it is in the best interest of the City and the public for the City to approve the Agreement and purchase or otherwise acquire the Property.

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

Section 1. That the Purchase and Sale Agreement, between the city of Boise City and Rinaldo, 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 Purchase and Sale Agreement for and on behalf of the city of Boise City.

Section 3. That City staff hereby are authorized to carry out any necessary measures to complete due diligence, determine whether the property is acceptable, and close on the
Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
REAL ESTATE
PURCHASE AND SALE
AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into by and between Rinaldo, LLC ("Seller"), and the city of Boise City, Division of Housing and Community Development ("Buyer"). Buyer and Seller may be individually referred to as a "Party" or collectively as the "Parties," as may be appropriate under the circumstances.

RECITALS

A. Seller owns 1.19 acres of real property, located in Ada County, Idaho, designated by the Ada County Assessor as Parcel Numbers R0919000323 and R0919000351, which are commonly referred to as 5102 and 5122 W. State Street, Idaho 83702, and as more specifically described in EXHIBIT A and generally depicted in EXHIBIT B, which are attached and incorporated by reference ("Property").

B. Buyer desires to purchase the Property, and Seller desires to sell the Property, according to the terms and conditions contained in this Agreement for a public purpose.

C. Buyer is a political subdivision of the State of Idaho and is included in the list of organizations described in Section 170(c)(1) of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder ("Code").

D. Seller believes that the purchase price for the Property which is specified in this Agreement is substantially below the fair market value of the Property. Seller intends that the difference between the purchase price and the fair market value shall be a charitable contribution to Buyer.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AGREEMENT OF SALE AND PURCHASE. Seller agrees to sell, transfer, and convey, and Buyer agrees to purchase and accept title to, the Property, together with all appurtenances thereunto and all improvements thereon. Except for those retained by or granted to Seller as set forth herein, this purchase and sale shall include all appurtenances to the Property, including all easement rights, mineral rights, water, and water rights appurtenant to, or used on,
2. **PURCHASE PRICE.** The purchase price for the Property ("Purchase Price"), including all existing improvements upon and appurtenances thereto, shall be FIVE HUNDRED NINETY SIX THOUSAND DOLLARS ($596,000.00) in immediately available funds payable in cash at Closing.

2.1 **Earnest Money Deposit.** Within ten (10) business days after the Effective Date, Buyer shall deposit with Title Company (defined below) the amount of TEN THOUSAND DOLLARS ($10,000.00) ("Earnest Money Deposit"). The Earnest Money Deposit shall be refundable to Buyer until the expiration of the Due Diligence Period as described below. If this transaction closes, the Earnest Money Deposit shall be applied toward the Purchase Price.

3. **EXCLUSIVITY.**

3.1 Seller shall, and shall cause its representatives, agents, members, financial advisors, attorneys and any other person or entity acting by, through, or on behalf of Seller to immediately cease and terminate any existing solicitation, initiation, encouragement, or negotiation with any other persons or entities with respect to any proposed, potential, or contemplated sale of the Property beginning on the Effective Date and continuing for sixty (60) days.

4. **DUE DILIGENCE PERIOD.**

4.1 Beginning on the Effective Date, defined below, and continuing for ninety (90) days thereafter ("Due Diligence Period"), Seller grants a license to Buyer and Buyer’s agents to enter on to the property for all purposes reasonably related to making a full and adequate determination of the suitability of the Property for Buyer’s intended use, and Buyer and Buyer’s agents shall have the right during reasonable hours, to inspect the Property, and to undertake, at Buyer’s sole cost and expense, such examinations, studies, surveys, inspections, and investigations of the Property as Buyer, in its sole discretion, deems advisable.

4.2 Within 5 days of the Effective Date, Seller will deliver to Buyer the following due diligence materials to which it is a party: a copy of any lease, title report, any survey materials associated with the lot line adjustments, any maintenance or upkeep agreements, any shared parking agreements, access agreement, Phase 1 or 2 Environmental
Studies, soil studies, ALTA surveys, and any other documentation relative to ownership and operations in Seller’s possession related to the Property whether or not specifically requested by Buyer ("Seller’s Materials") (Seller’s Materials shall not be deemed to include Seller’s documents that are broader than just the Property, but shall include any agreements that apply to the Property after Closing). Delivery of Seller’s Materials may include physical delivery, electronic delivery (including via file sharing services such as Dropbox.com or similar), or a combination thereof.

4.3 Except as may be provided in the Idaho Public Records Act, Idaho Code Title 74, Chapter 1, Buyer represents and warrants that Buyer shall keep all such documents confidential except for contacts with professionals such as lawyers, lenders, engineers, or accountants who are assisting Buyer with this transaction. Buyer’s representations and warranties contained in this Agreement shall survive the termination of this Agreement or the closing of the transaction contemplated hereby. If this Agreement terminates for any reason, Buyer shall destroy or return all documents to Seller, provided that Buyer may retain a copy of documents as required by applicable law or Buyer’s record retention policies. Buyer shall keep any such retained information confidential, except as required by law.

4.4 If, at any time prior to expiration of the Due Diligence Period or any extension thereof, Buyer notifies Seller that Buyer’s examinations, studies, surveys, and investigations of the Property indicate that the condition of the Property is acceptable to Buyer, the Parties shall proceed to Closing, as set forth herein. If, however, the Due Diligence Period expires without notice from Buyer that the Property is in acceptable condition, this Agreement shall terminate without further action of either Party, and Title Company shall return the Earnest Money Deposit to Buyer without any further action necessary by Buyer or Seller.

4.5 During the Due Diligence Period, Buyer, in its sole discretion, may terminate this Agreement for any reason. In this event, the Title Company shall return the Earnest Money Deposit to Buyer without any further action necessary by Buyer or Seller.

5. ACCESS. To permit Buyer, at its expense, to conduct its examinations, studies, surveys, inspections, and investigations of the Property during the Due Diligence Period, Seller shall allow Buyer and its agents reasonable access to the Property. Seller shall provide Buyer with such information as Buyer reasonably requests.

5.1 To the extent allowed by the Idaho Constitution and Idaho Code, and without waiving any defense or immunity, Buyer agrees to indemnify Seller from and against any lien, claim, damage, judgment, cost or expense against Seller or the Property arising from or relating to such entry on the Property and caused by the negligence of Buyer or Buyer’s agents. If Buyer or its agents damage the Property during any inspection, investigation, or other examination, Buyer shall restore the Property to its condition prior to such damage. Buyer’s obligations hereunder shall survive Closing or the earlier termination of this Agreement.
6. REPRESENTATIONS AND WARRANTIES; PROPERTY SOLD AS-IS.

6.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer that the statements contained in this Section 6.1 are correct as of the date on which Seller executed this Agreement and that they will be materially correct as of Closing.

6.1.1. Authority. Seller, and the person(s) signing this Agreement on behalf of Seller, has the power and authority to execute this Agreement. Seller has, or prior to Closing shall have, power and authority to perform its obligations hereunder. Seller is a duly formed corporation and limited liability corporation in good standing in the State of Idaho, and acknowledges herein that in owning and selling property in, and doing business in the State of Idaho, that it may sue and be sued in the state of Idaho, and hereby consents to the exercise of jurisdiction over Seller by the courts of the state of Idaho in all matters related to this Agreement. Further, Seller is in good standing and has not filed for bankruptcy or made a general assignment for the benefit of creditors or in connection with any debt encumbering the Property.

6.1.2. Parties-in-Possession. Seller warrants that on or before Closing, the Property will not be subject to any leases, tenancies, or rights of possession other than those expressly disclosed to and approved by Buyer.

6.1.3. Non-Foreign Status. Seller is not a "foreign person" for purposes of Internal Revenue Code ("IRC") Section 1445. Prior to Closing, Seller shall execute and deliver an affidavit ("Non-Foreign Status Affidavit") to Escrow Agent to comply with the Foreign Investment in Real Property Tax Act requirements of the IRC Section 1445. A draft Non-Foreign Status Affidavit is attached hereto as EXHIBIT C and incorporated herein by reference.

6.1.4. No Hazardous Waste. To Seller's knowledge, the Property complies with all federal, state, and local environmental laws, rules, and regulations with regard to its use, lease, and occupation, and any activities conducted on the Property. Except as disclosed to Buyer, Seller has no knowledge of any notice of any kind from any agency suggesting that the Property is or may be targeted for a Superfund cleanup, or that underground storage tanks containing fuel, oil, or other hazardous materials are or were installed on the Property, or that any hazardous materials or wastes are contained in or located on the Property. Seller otherwise has no knowledge that the Property or any portion thereof, whether in or under the Property, has been used for the storage or disposal of, or is subject to, any chemicals, petroleum, or oil products, or hazardous or dangerous wastes or substances, except those chemicals, products, wastes, or substances customarily used on agricultural real property for the maintenance,
occupancy, and operation of the Property, all of which were used, to Seller’s knowledge, in accordance with applicable law. To Seller’s knowledge, there are no pending enforcement, administrative actions, or environmental claims relating to the Property. Seller makes no other representations or warranties regarding the condition of the Property or the presence of hazardous wastes on the Property.

6.15. No Liens. Seller warrants that all persons and corporations supplying labor, materials, and equipment on behalf of Seller to the Property have been paid, and there are no pending or outstanding claims of liens relating thereto.

6.16. No Contracts. Seller has no knowledge of any existing service contracts, maintenance contracts, or utility agreements to which it is a party which pertain to the Property. All such contracts or agreements that Seller is able to cancel on thirty (30) days’ notice will be canceled as of the Closing Date.

6.17. No Assessments. To Seller’s knowledge, there are no currently due and payable assessments for public improvements against the Property.

6.18. Title. To Seller’s knowledge, Seller has good and marketable title to the Property.

6.19. No Violation of Law. Seller has no knowledge that the Property, or any use of the Property, violates any applicable statute, ordinance, or regulation.

6.10. No Litigation or Adverse Events. To Seller’s knowledge, there are no pending, outstanding, or threatened investigations, actions, suits, proceedings, or claims against or affecting the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality.

6.11. Condemnation. To Seller’s knowledge, there is no existing, proposed, or threatened condemnation or similar proceeding affecting the Property.

6.12. Knowledge. As used in this Agreement, the term “knowledge” means with respect to Seller, the actual knowledge of Seller or Seller’s agents, without investigation.
6.2 Acceptance of the Property; Property Sold As-Is.

6.2.1 Without limiting Buyer’s right to terminate this Agreement for any reason during the Due Diligence Period (see Section 4., above), Buyer acknowledges and agrees that, except for the specific representations and warranties expressly contained herein, Buyer is purchasing the Property in its “Where-Is” and “As-Is” condition, with all faults with respect to any and all facts, circumstances, conditions and defects, whether known or unknown, relating to the Property.

6.2.2 If, after conducting such examinations, studies, surveys, inspections, and investigations of the Property during the Due Diligence Period as Buyer deems necessary, Buyer is satisfied with the condition of the Property, Buyer will acknowledge:

6.2.2.1 That Buyer was afforded the right and opportunity to enter upon the Property and make such tests and inspections of the Property as Buyer desired, including, but not limited to, those related to soils, environmental issues, including Phase I and II environmental tests if deemed necessary by Buyer, pests (including wood-destroying pests), molds and allergens (including toxic and illness-causing molds, fungi, spores, allergens, pollens, and other botanical substances) and engineering matters.

6.2.2.2 That some problems, conditions, or claims may exist with respect to the Property that are unknown to the Parties, and that the Parties explicitly considered those problems, conditions, or claims in negotiating and determining the Purchase Price for the Property.

6.2.2.3 That some conditions that may be material to Buyer may not be discoverable without inspections and/or testing from qualified professionals.

6.2.2.4 That Seller and its agents, attorneys, and employees made no representations or warranties (express or implied), except as set forth in Section 6.1 (above), with respect to, and shall have no liability to Buyer for: (a) the condition of the Property or any buildings, structures, or improvements included thereon; (b) the suitability, habitability, merchantability, or fitness of the Property for Buyer’s intended uses, or for any use whatsoever; (c) the Property’s compliance with any applicable building, environmental, safety, zoning, or fire laws or regulations; (d) the existence of, or compliance with, any permits required by any governmental agency; and (e) any other matter relating to the condition of the Property.

6.2.3 If, after conducting such examinations, studies, surveys, inspections, and investigations of the Property during the Due Diligence Period as Buyer deems necessary, Buyer is satisfied with the condition of the Property, Buyer will warrant to Seller at Closing:
6.2.3.1 That Buyer made all of the investigations and inspections Buyer deemed necessary in connection with its purchase of the Property.

6.2.3.2 That Buyer approves, without reservation, all aspects of this transaction, including but not limited to the physical condition of the Property and the use, title, and the financial aspects of the operation of the Property.

7. TITLE AND TITLE INSURANCE.

7.1 Title Commitment. Within 10 days of the Effective Date, Seller shall furnish to Buyer a commitment for the issuance of a Title Policy, defined below, from the Title Company ("Commitment") for the Property in the amount of the Purchase Price, which shall include copies of all documents referenced therein. Within ten (10) days after receipt of the Commitment, Buyer shall examine the Commitment and provide Seller with written notice of any objection to matters shown on the same ("Objections"). Any matters appearing on the Commitment that are not timely objected to by Buyer shall be deemed to be acceptable to Buyer (collectively, the "Permitted Exceptions"). If Objections are so made, Seller shall notify Buyer in writing within ten (10) days after receipt of the Objections ("Seller's Title Notice") those matters Seller intends to remove or cure at Closing and those matters Seller does not intend to remove or cure. Failure by Seller to send Seller's Title Notice shall be deemed election by Seller to not remove or cure any of the Objections. Notwithstanding the foregoing, all monetary obligations affecting the Property, including liens, mortgages, or deeds of trust, and all real property taxes and assessments ("Taxes") for prior years shall be removed at or prior to Closing, unless Buyer otherwise agrees in writing. In the event Seller gives Buyer written notice that it cannot remove or cure those matters shown in the Objections, or fails to give Seller's Title Notice, Buyer may elect to terminate this Agreement, in which event Buyer and Seller shall have no further obligations under this Agreement; alternatively, Buyer may elect to purchase the Property subject to such unremoved exception(s). Buyer shall provide Seller with written notification of Buyer's election within five (5) days of its receipt (or deemed receipt) of Seller's Title Notice that it cannot cure or remove the exceptions to which Buyer objected. Buyer's failure to provide any written notification of its election within such time shall be deemed an election by Buyer, should Buyer ultimately elect to purchase the Property, that Buyer consents to purchase the Property subject to such unremoved exception(s).

7.2 Title Insurance. Seller, at sole cost to Seller, shall purchase a standard title insurance policy ("Title Policy") pursuant to the title commitment provided by the Title Company, dated as of the Closing and insuring fee simple title to the Property in Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the
Property, subject to the printed exclusions and exceptions shown on the title commitment or appearing in the policy form and excluding real property taxes and assessments that are not delinquent. Buyer may, at its own cost, purchase extended title insurance coverage.

7.3 Conveyance Documents. At Closing, Seller shall execute and deliver or shall cause to be executed and delivered to Buyer a warranty deed in substantially the same form as attached hereto as EXHIBIT D and incorporated herein by reference, conveying good and marketable title to the Property.

8. CLOSING AND RELATED MATTERS.

8.1. Closing. If, during the Due Diligence Period or any extension thereof, Buyer notifies Seller that Buyer accepts the condition of the Property, then the closing of the purchase and sale of the Property shall occur within ten (10) business days of the end of the Due Diligence Period, or such other time as the Parties may agree in writing (“Closing” or “Closing Date”).

8.2. Escrow Closing. Closing shall take place at the office of TitleOne, 1101 West River Street, #201, Boise, Idaho 83702 or other title company selected by mutual agreement of the Parties (“Title Company” or “Escrow Agent”). On or before the Closing Date, Buyer and Seller shall deposit in escrow with Escrow Agent all instruments, documents, and monies (payable in cash by wire funds or official bank check), and Closing instructions approved by the Parties and necessary to complete the transaction in accordance with this Agreement. The Escrow Agent’s escrow and closing fees shall be equally divided between Seller and Buyer. Ad valorem and similar taxes, if any, with respect to the Property, utility charges and other expenses and rents with respect to the Property shall be prorated as of the Closing Date with Seller deemed to have owned the Property for the entire day of the Closing. Seller shall pay all taxes at Closing for such period. The Parties agree and acknowledge that Buyer is a tax-exempt entity and shall not be required to pay taxes and/or assessments for the Property after the Closing Date, however, Seller shall not be liable for any taxes and/or assessments imposed on this Property for any time period after Closing. All expenses not specifically referenced in this Agreement that are incurred by Seller or Buyer with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

8.3. Conditions to Closing.

8.3.1. Buyer’s Closing Conditions. Buyer’s obligation to close the transaction described in this Agreement is subject to the satisfaction, or the written waiver by Buyer, at or prior to Closing, of the following conditions precedent:

8.3.1.1. Determination that Property Condition is Acceptable. That Buyer is satisfied with the information obtained during the Due Diligence
Period and that Buyer determines, in its sole discretion, on or before the end of the Due Diligence Period, that the condition of the Property is acceptable, including (but not limited to):

(a) That, should Buyer conduct a Phase I environmental assessment, Buyer is satisfied with the environmental condition of the Property, and that there were no changes to the environmental condition of the Property between the date of the Phase I environmental assessment and the Closing Date.

8.3.1.2. Seller Deliveries. That all documents Seller is required by this Agreement to deliver to Escrow Agent were timely deposited with Escrow Agent to be delivered to Buyer at Closing, or that the required documents were delivered to Buyer as required herein or as otherwise acceptable to Buyer.

8.3.1.3. Representations and Warranties. That Seller's representations and warranties, as contained in this Agreement, were true and correct when made and continue to be true and correct on the Closing Date, subject to any corrections or disclosures made in writing to Buyer by Seller based on information Seller received after the Effective Date.

8.3.1.4. Title Policy. The Escrow Agent shall have irrevocably committed to issue the Title Policy.

8.3.2. Seller's Closing Conditions. Seller's obligation to close the transaction described in this Agreement is subject to the satisfaction, or the written waiver by Seller, at or prior to Closing, of the following conditions precedent:

8.3.2.1 Receipt of Purchase Price. That Buyer shall have delivered to Escrow Agent the Purchase Price.

8.3.2.2. Buyer Deliveries. That all documents Buyer is required by this Agreement to deliver to Escrow Agent were timely deposited with Escrow Agent to be delivered to Seller at Closing, or that the required documents were delivered to Seller as required herein or as otherwise acceptable to Seller.

8.3.2.3. Representations and Warranties. That Buyer's representations and warranties, as contained in this Agreement, were true and correct when made and continue to be true and correct on the Closing Date, subject to any corrections or disclosures made in writing to Seller by Buyer based on information Buyer received after the Effective Date.
8.4. Approval by Appropriate City Officials. THIS AGREEMENT SHALL BE BINDING ON BUYER ONLY UPON THE BOISE CITY COUNCIL’S FORMAL APPROVAL OF THIS AGREEMENT BY DULY ENACTED RESOLUTION AND APPROVAL OF THE MAYOR’S AUTHORITY TO EXECUTE THIS AGREEMENT ON BUYER’S BEHALF. Upon adoption of a resolution approving this Agreement by the Boise City Council, the Mayor and City Clerk, respectively, shall forthwith execute and attest to this Agreement.

8.5 Risk of Loss, Condemnation. Risk of loss of or damage to the Property shall be borne by Seller until the Closing Date. If the Property is or becomes the subject of any condemnation proceeding prior to Closing, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before the Closing Date, and upon such termination, this Agreement shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property, in which case the Purchase Price shall be reduced by the amount of any condemnation award received by Seller at or prior to Closing. At Closing, Seller shall assign to Buyer all Seller’s rights in and to any future condemnation awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of eminent domain proceedings within five (5) days after Seller learns prior to Closing of any such proceeding.

8.6 Destruction or Damage. In the event that prior to the Closing Date all or any material portion of the Property shall be destroyed or damaged, Seller shall give Buyer notice of such occurrence, and Buyer shall thereafter have the option to terminate this Agreement, in which event all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect. Buyer shall exercise this option to terminate by giving Seller notice of such termination within fifteen (15) days after receipt of notice from Seller.

9 BROKERAGE. The RESPONSIBLE BROKER in this transaction is Michael J. Ballantyne, Designated Broker for TOK LLC DBA TOK Commercial.

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<tr>
<th>Listing Broker:</th>
<th>Story Commercial LLC</th>
<th>Selling Broker:</th>
<th>TOK LLC</th>
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<tbody>
<tr>
<td>Agent:</td>
<td>Jay Story</td>
<td>Agent:</td>
<td>Sam McCaskill</td>
</tr>
<tr>
<td>Address:</td>
<td>104 S Capitol Blvd, Suite 201 Boise, Idaho 83702</td>
<td>Address:</td>
<td>250 S. 5th Street, 2nd Floor Boise, ID 83702</td>
</tr>
<tr>
<td>Phone:</td>
<td>208.841.8320</td>
<td>Phone:</td>
<td>208.947.0804</td>
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<td>Email:</td>
<td><a href="mailto:story@storycommercial.com">story@storycommercial.com</a></td>
<td>Email:</td>
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</table>

Except as expressly set forth above, the parties agree that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement, and each of the parties
represents and warrants to the other that it has not incurred and will not incur any liability for finder's or brokerage fees or commissions in connection with this Agreement. Buyer and Seller each agree to protect, defend, indemnify and hold harmless the other, their respective successors and assigns, from and against any and all obligations, costs, expenses, and liabilities including, without limitation, all reasonable attorneys' fees and court costs, arising out of or relating to any claim for finder's or brokerage fees or commissions or other such compensation resulting from the dealings of Buyer and Seller in connection with the transaction completed by this Agreement.

9.1 REPRESENTATION CONFIRMATION. Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the Buyer and Seller, respectively:

Section 1:
☑ A. The brokerage working with the Buyer(s) is acting as an AGENT for Buyer(s).
☒ B. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.
☑ C. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s) and has an ASSIGNED AGENT acting solely on behalf of the Buyer(s).
☒ D. The brokerage working with the Buyer(s) is acting as a NONAGENT for Buyer(s).

Section 2:
☐ A. The brokerage working with Seller(s) is acting as an AGENT for Seller(s).
☑ B. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s), without an ASSIGNED AGENT.
☑ C. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s) and has an ASSIGNED AGENT acting solely on behalf of the Seller(s).
☐ D. The brokerage working with the Seller(s) is acting as a NONAGENT for Seller(s).

Each party signing this Agreement confirms that such party has received, read and understood the Agency Disclosure Brochure attached hereto as Exhibit E and made a part hereof, adopted or approved by the Idaho Real Estate Commission, and has consented to the relationship confirmed above. In addition, each party confirms that the Selling/Listing Brokerage's agency office policy was made available for inspection and review. Each party understands that such party is a "Customer," and is not represented by a brokerage unless there is a signed written agreement for agency representation.
10. NOTICES. All notices and demands that any Party is required or may desire to give to the other Party under this Agreement shall be in writing and delivered to the other Party at that Party’s address, as set forth below or as subsequently designated by that Party in writing. Every notice or demand shall be deemed given or made as follows: (a) If sent by hand delivery or electronic mail, upon delivery; (b) if sent by U.S. Mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. Mail, First Class with postage prepaid; or (c) if sent by overnight service, upon the earlier of receipt or the day after deposit with the overnight carrier.

If to Seller:

If to Buyer: AnaMarie Guiles
Planning and Development Services
City of Boise
150 N. Capitol
Boise, ID 83702

with copies to:
Office of the City Attorney
City of Boise
150 N. Capitol Blvd.
Boise, Idaho 83701-0500

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement via facsimile transmission or of an executed counterpart of a scanned signature page of this Agreement via email shall be as effective as delivery of an original signed copy.

12. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties hereto with respect to the subject matter hereof. No extension, change, modification, or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification, or amendment made or claimed by Seller or Buyer shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the Party against which the enforcement of such extension, change, modification, or amendment is sought, and then only to the extent set forth in such instrument.
13. **NO MERGER.** The obligations, covenants, representations, and warranties herein contained shall not merge with transfer of title but shall remain in effect until fulfilled.

14. **CAPTIONS.** The captions at the beginning of the several sections, respectively, are for convenience in locating the context, but are not part of the text of this Agreement, and shall not be used to ascertain the meaning or intent of any term, condition, or provision of this Agreement.

15. **SEVERABILITY.** In the event any term, condition, or provision of this Agreement shall be held to be illegal, invalid, unenforceable, or inoperable as a matter of law, the offending term, condition, or provision shall be stricken and all remaining terms and provisions of this Agreement shall be deemed separate, valid, and in full force and effect, unaffected by striking the offending term, condition, or provision.

16. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the state of Idaho, without regard to its principles of conflicts of laws, and with the same force and effect as if this Agreement was fully executed and performed therein.

17. **ADDITIONAL ACTS.** Each Party agrees to take such other actions and to execute and deliver such further documents as may reasonably be required to consummate this transaction, and to afford each other reasonable cooperation towards that end.

18. **ASSIGNMENT; BINDING EFFECT.** Buyer may not assign this Agreement without the prior written consent of Seller, which consent may be withheld in Seller’s sole discretion. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns.

19. **REMEDIES.** If Buyer defaults under this Agreement, Seller may elect to terminate this Agreement, in which event the Agreement shall have no further force and effect, except for this section 19, Buyer’s representations, warranties, and obligations in sections 4.3, 5, 9 and 25, and Seller’s obligations in section 25, which shall survive termination of this Agreement. If Seller defaults under this Agreement, Buyer may elect to terminate this Agreement, in which event the Agreement shall have no further force and effect except for this section 19, Buyer’s representations, warranties, and obligations in sections 4.3, 5, 9 and 25, and Seller’s obligations in section 25, which shall survive termination of this Agreement. A Party shall be in “default” if a Party fails to perform its obligations hereunder and fails to cure or remedy such default within ten (10) days after receipt of written notice from the Party claiming the default, specifying the nature of such default. The Parties intend these to be the sole and exclusive remedies. In the event of any such controversy, claim, or action being filed between the Parties and arising out of this Agreement, the prevailing party shall be entitled to receive
from the other Party reasonable attorneys’ fees and costs through all levels of action incurred by the prevailing Party.

20. **WAIVER**. Waiver of performance of any provision of this Agreement shall be in writing, and shall not be a waiver of, nor prejudice, either Party’s right to require performance of the same provision in the future, or to require performance of any other provision.

21. **ESCROW INSTRUCTIONS**. The Escrow Agent shall be instructed to, in a manner consistent with the terms hereof: receive and hold deposits and other funds; disburse such funds in accordance with separate authorization signed by Buyer and Seller; prepare closing statements for execution by Buyer and Seller; receive documents, secure their execution and acknowledgment, record them in the proper sequence, deliver originals to the appropriate parties, and deliver copies of all documents signed by either party to that party.

22. **TIME OF THE ESSENCE**. Time is of the essence in this Agreement, including but not limited to the Closing Date. The timeframe within which any act required under this Agreement is to be performed shall be computed using the method set forth in Rule 2.2(a) of the Idaho Rules of Civil Procedure. A business day is herein defined as Monday through Friday and shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the State of Idaho as found in Idaho Code Section 73-108.

23. **ACCEPTANCE; EFFECTIVE DATE**. Seller’s signature hereon constitutes an offer to sell the Property to Buyer on the terms and conditions set forth herein. Unless acceptance hereof is made by Buyer’s execution of this Agreement and the Agreement is approved by the Boise City Council, this offer shall be null and void, and neither Seller nor Buyer shall have any further rights or obligations under this Agreement. Delivery of this offer shall be effective upon personal delivery to Buyer or Buyer’s attorney. This Agreement shall be effective (“Effective Date”) as of the later of the dates subscribed below the signatures of the respective Parties.

24. **TAX-DEFERRED EXCHANGE**. Notwithstanding any other provisions contained herein, either Party may use the transaction contemplated herein to facilitate a tax-deferred exchange of the Property under such terms and conditions that qualify as a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. The Parties hereby agree to cooperate with each other fully in completing such tax-deferred exchange(s), provided, however that: (i) such tax-deferred exchange(s) creates no additional liability to the Party not effecting such tax deferred exchange; (ii) all costs of facilitating such tax-deferred exchange are paid by the party effecting the 1031 Exchange; and (iii) closing is not delayed due to such tax-deferred exchange.

25. **NO NEWS RELEASE**. Neither Seller nor Buyer shall issue or approve a news release or other announcement concerning the transaction contemplated herein without the other Party’s prior approval of the contents of the announcement and its release, which approval shall
not be unreasonably withheld, delayed, or denied. However, Seller expressly understands and agrees that the approval of this Agreement by Buyer's governing body must occur in an open meeting following public notice of a proposed resolution, which may result in the publication of a story in one or more news media outlets.

IN WITNESS WHEREOF, the authorized officer or agent of each of the Parties executed this Agreement.

[signatures follow on next page]
FOR SELLER:
Rinaldo LLC, an Idaho limited liability company

By: ___________________________
   Andrew Owen, Manager

Date: 06/23/20

By: ___________________________
   Tony Rinaldi, Manager

Date: 06/23/20

FOR BUYER:
Boise City

By: ___________________________
   Lauren McLean, Mayor

Attest

Date: ___________________________

By: ___________________________
   Lynda Lowry, Ex-Officio City Clerk

Exhibits
Exhibit A – Legal Description of the Property
Exhibit B – Depiction of the Property
Exhibit C – Non-Foreign Status Affidavit
Exhibit D – Special Warranty Deed
EXHIBIT A

Legal Description

PARCEL 1 Parcel No. R0919000323

Lot 27 of Bernidge Subdivision in Block 4 of Plat at Page 173, Section 29, Township 4 North, Range 2 East of the Boise Meridian, in accordance with the plat thereof of record in the office of the Recorder of Ada County, Idaho.

EXCEPTING THEREFROM the following:
Beginning at a point on the south boundary line of the southwest quarter of Sec. 29, Township 4 North, Range 2 East of the Boise
Meridian, thence South 6°08' West 1016.5 feet to a highway marker on the Northeasternly boundary of U.S. Highway No. 44, known as the Old Valley Road; thence South 49°06' East along the Northeasternly boundary of said Highway No. 44 a distance of 372.0 feet to the
REAL POINT OF BEGINNING; thence North 41°37' East 110.0 feet to a point; thence South 30°01' East 44.5 feet to a point; thence South 15°40' East 166.35 feet to a point which is the Westerly corner of R.L. Whisham's property; thence South 40°54' West along the Westerly boundary of the R.L. Whisham's boundary 79.1 feet to a point; thence North 40°06' West 120.9 feet to the REAL POINT OF BEGINNING.

ALSO EXCEPTING the following:
Beginning at the quarter section corner of Sections 29 and 30, Township 4 North, Range 2 East of the Boise
Meridian; thence
South 0°08' West 1016.5 feet to a highway marker on the Northeasternly boundary of U.S. Highway No. 44, known as the Old Valley Road; thence
South 49°06' East along the Northeasternly boundary of said Highway No. 44 a distance of 372.0 feet to an
Iron pin, the REAL POINT OF BEGINNING; thence
North 40°54' East 78.1 feet to an Iron pipe; thence
South 10°17' East 164.4 feet to an Iron pin; thence
North 40°06' West 132.9 feet to the REAL POINT OF BEGINNING;
EXCEPT road and ditch right of way.

ALSO EXCEPT that portion, if any, lying within that property deeded to the State of Idaho by right of Way Deed recorded January 3, 1936 in Book 215 of Deeds at Page 116 as Instrument No. 167323.

AND also excepting a Parcel of land as conveyed to the Ada County Highway District by Warranty Deeds recorded August 11, 2014, as Instrument No.s 2014-004855 and 2014-004856 (which was re-recorded as Instrument No. 2014-004856) being situated in Lot 27 of Bernidge Subdivision filed in Block 4 of Plat at Page 173 in the Records of Ada County and located in the Southwest 1/4 of Section 29, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho and also being a portion of that Record of Survey No. 7956 (RDS #7956) filed as Instrument Number 107042408 in the Records of Ada County, more particularly described as follows:

Commencing at a Brass Cap marking the Northwest corner of the Southwest 1/4 (West 1/4 corner) of said Section 29 from which an Aluminum Cap marking the Southwest corner of said Southwest 1/4 bears South 0°06'26" West, 2656.50 feet (formerly South 0°02'30" East, 2657.861, thence South 0°27'30" West 1002.14 feet (formerly South 0°02'30" East, 1002.52) along the Wasterly boundary of said Southwest 1/4 to a 2 inch Iron pipe on the Northerly right-of-way of State Street, thence South 40°26'45" East, 693.00 feet (formerly South 49°05'22" East, 692.39') along said Northerly right-of-way to 1/2 inch iron & Cap "1/81000" marking the Southwesterly corner of said Lot 27 as shown on Record of Survey No. 3448 filed as Instrument Number 96012903 in the Records of Ada County, said point being the POINT OF BEGINNING; thence North 40°26'45" West, 62.71 feet along said right-of-way to the intersection with the Westerly boundary of the Boise Valley Canal as shown on said RDS #7854; thence North 17°48'53" West, 35.27 feet along the Westerly boundary of said Boise Valley Canal to a point; thence North 72°21'30" East, 32.17 feet to the Easterly boundary of said Boise Valley Canal; thence South 17°40'22" East, 89.10 feet along said Easterly boundary to the POINT OF BEGINNING.

Real Estate Purchase and Sale Agreement
A parcel of land being a portion of Lot 28 of Beridge Subdivision as recorded in Book 4 of Pads at Page 173, records of Ada County, Idaho located in a portion of the NW1/4SW1/4 of Section 28, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho shown on Record of Survey No. 5876, recorded July 19, 2002 as Instrument No. 10280176 and corrected by Affidavit recorded July 19, 2003 as Instrument No. 10311689, and being more particularly described as follows:

Commencing at a found Brass Cap Monument marking the West 1/4 corner of Section 28, Township 4 North, Range 2 East, Boise Meridian, Ada County, Idaho; thence

South 00°02'30" East, 1002.52 feet along the Westerly Boundary Line of said Section 28 to a found Brass Cap Right-Of-Way Monument being on the Northerly Right-Of-Way Line of State Street (Highway 44), said Brass Cap also being an angle point in the boundary of an unrecorded ALTA Survey for the Blue Meadow Apartments performed by Land Tech Land Surveying dated December 22, 1992; thence leaving said Westerly Boundary Line

South 49°05'22" East, 146.71 feet along the Northerly Right-Of-Way Line and the Boundary Line of said ALTA Survey to an angle point in the Boundary of said ALTA Survey; thence leaving said Right-Of-Way Line North 44°57'04" East, 21.11 feet along said boundary line to a set 5/8" iron pin being at the intersection with a line as described in a Stipulation and Order for Possession of Real Property Case No. CV-OC-96065530 dated February 20, 1997, the REAL POINT OF BEGINNING; thence continuing
North 46°57'04" East, 179.41 feet along said Boundary Line to a set 5/8" iron pin marking an angle point in said ALTA Survey; thence continuing along said Boundary Line

South 42°48'42" East, 51.26 feet to a set 5/8" iron pin marking an angle point in said ALTA Survey; thence continuing along said Boundary Line

South 09°49'37" East, 20.36 feet to a point which falls in the Boise Valley Canal being the corner common to Lots 23, 24, 27 and 28 of Beridge Subdivision as shown on Record of Survey No. 2072. From said point a set 5/8" iron pin being a 15" Witness Corner to said common corner bears

South 41°13'12" West, (formerly described in South 42°13'12" West) 15.00 feet; thence leaving said Boundary Line

South 41°13'12" West (formerly described as South 42°13'12" West), 200.33 feet to a set 5/8" iron pin being on the Northerly Right-Of-Way Line of State Street (Highway 44); thence

North 49°08'22" West, 39.02 feet along said Right-Of-Way Line to a set 5/8" iron pin being at the intersection with a line as described in said Stipulation and Order for Possession of Real Property; thence leaving said Right-Of-Way Line

North 03°00'00" East, 26.71 feet along said line to the REAL POINT OF BEGINNING

The Real Property or its address is commonly known as 5102 WEST STATE STREET AND 5122 WEST STATE STREET, BOISE, ID 83703. The Real Property tax identification number is 01-6 00918000323 AND 01-6 00918000351.

Real Estate Purchase and Sale Agreement
EXHIBIT B

Depiction of the Property

Real Estate Purchase and Sale Agreement
EXHIBIT C

Non-Foreign Status Affidavit [draft]

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a United States real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the city of Boise City ("Transferee") that withholding of tax is not required upon the disposition of a United States real property interest by [Hilland Livestock & Land Co., Ltd. / Little Enterprise, LLC] ("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. That the Transferor is the owner of the following described real property, to wit:

2. That the Transferor is not a non-resident alien for purposes of the United States income taxation, as that term is defined in the Internal Revenue Code and Income Tax Regulations.

3. That the Transferor’s United States taxpayer identification number is:

4. That the Transferor’s address is:

5. That the Transferor understands that this Affidavit of Non-foreign Status will be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, by imprisonment, or by both such fine and imprisonment.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT, AND COMPLETE. I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

By: ___________________________ Dated: ___________________________
Printed Name: ___________________________
Title: ___________________________

STATE OF IDAHO

) ss.
County of Ada

On this ______ day of __________, 2020, before me the undersigned, personally appeared ___________________________, known or identified to me to be the ____________________________, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public
Residing at ___________________________
My commission expires: ___________________________

Real Estate Purchase and Sale Agreement
EXHIBIT D

Warranty Deed

[Begins on next page]
WARRANTY DEED

For value received, ___________________________________________ ("Grantor"), conveys, grants, bargains, and sells to the city of Boise City ("Grantee"), whose current address is 150 N. Capitol Boulevard, Boise, Idaho 83701-0500, and its successors and assigns forever, the following described real property situated in Ada County, State of Idaho:

more specifically described on Exhibit A attached hereto and made a part hereof ("Property").

SUBJECT TO taxes and assessments for the year 2019 [DEPENDING ON CLOSING DATE 2020] and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from encumbrances created or suffered by the Grantor, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this ____ day of ________, 20__.

STATE OF IDAHO )
 ) ss.

Real Estate Purchase and Sale Agreement
County of __________ )

This record was acknowledged before me on __________ by .

________________________________________
NOTARY PUBLIC FOR IDAHO
Residing at ____________________________
My Commission Expires ____________________

IN WITNESS WHEREOF, the Grantee has executed this instrument on this ___ day of
__________, 20____.

________________________________________

STATE OF IDAHO )

) ss.
County of Ada )

This record was acknowledged before me on __________ by ________ as
___________________________ of Boise City.

________________________________________
NOTARY PUBLIC FOR IDAHO
Residing at ____________________________
My Commission Expires ____________________

Real Estate Purchase and Sale Agreement
EXHIBIT E

Agency Disclosure Brochure
A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

 Duties owed to title consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Relationship Act" Idaho Code 54-5002 through 54-5007.

This informational brochure is published by the Idaho Real Estate Commission.

Effective July 1, 2019

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions.

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensee owe you additional duties.

- Be available to receive and respond to written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer.

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honestly, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and respond to written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact
Idaho Real Estate Commission
(208) 334-3200
12330 W. State Street

Real Estate Purchase and Sale Agreement
Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a client and the licensee is your agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No license in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist you with your negotiations. If you request it in writing, your agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and loan advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

Limited Dual Agency means the brokerage and its licensees represent both the buyer and the seller as clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same/brokerage shows a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents: The brokerage and its licensees are agents for both clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about one client to the other. The brokerage must otherwise promote the non-conflicting interests of both clients, perform the terms of the buyer and seller representation agreement with skill and care, and other duties required by law.

With Assigned Agents: The designee broker may assign individual licensees within the brokerage ("assigned agents") to act solely on behalf of each client. An assigned agent has a duty to promote the client's best interests, even if your interests conflict with the interests of the other client, including negotiating a price. An assigned agent must maintain the client's confidential information. The designee broker is always a limited dual agent for both clients and ensures the assigned agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A buyer or seller representation agreement or compensation agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when the transaction is completed?
- Can I work with other brokers during the term of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under a buyer/seller representation agreement am I legally obligated to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer, or surveyor.

Audio/Video Surveillance

Use caution when discussing anything while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a representation agreement or compensation agreement with a license, the contract is actually between you and the licensee's brokerage. The designee broker is the only person authorized to modify or cancel a brokerage contract.

The licensees who gave you this brochure are licensed with:

Name of Brokerage: TUR LLC
Phone: 318-584-4600

RECEIPT ACKNOWLEDGED

By signing below, you acknowledge that this licensee gave you a copy of this Agency Disclosure Brochure. This document is not a contract and signing it does not obligate you to anything.

[Sign here] Date
[Sign here] Date
TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: David Moser, Associate Planner
DATE: June 30, 2020
RE: SUB19-00074 / Greenheads End Subdivision / Final Plat

211 East Highland, LLC is requesting approval of a Final Plat for a residential subdivision comprised of 14 buildable and 5 common lots on 0.99 acres located at 211 W. Highland St in an R-1M/DA (Residential Town Lot with Design Review and Development Agreement) zone.

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Summary
On May 14, 2019, City Council unanimously approved the preliminary plat for Greenheads End Subdivision on 0.99-acres located at 211 W. Highland Street. In addition to the plat approval, City Council also denied the appeal of the Planned Unit Development (PUD19-00005) and approved the project. The rezone (CAR19-00001) of the site from R-1C to R-1MD/DA was also approved. At the hearing City Council expressed concern with the loss of several mature trees. As such, the applicant was instructed to present a plan showing how the existing trees (e.g. sequoia) could be saved, and if not, explain why. Therefore, with this Final Plat application the applicant submitted additional information discussing the loss of the trees and noted that the existing trees would have to be removed with any substantial development of the property as per the approved plan.

It is unfortunate a number of mature trees will be lost upon construction of the project. Given the size of the trees and their root systems, virtually any sizeable project would likely have a similar impact. To mitigate the loss, the applicant is proposing a total of 18 Class II trees around the site. While these will not provide the same canopy that exists today, over time, they will create a similar benefit.

Recommendation
Approval of the Greenheads End Subdivision Final Plat, subject to the recommended conditions of approval.
Conditions of Approval

Site Specific

1. Compliance with the plans and specifications submitted to and on file in the Planning and Development Services Department date received January 29, 2019, planned unit development application and floor plans submitted February 5, 2019, and elevations submitted February 22, 2019, except as expressly modified by the following conditions:

2. As the property will be located within a Design Review Overlay District, a separate Design Review application will need to be approved by the City prior to obtaining building permits.

3. Solid 6’ high fencing shall be provided along any portion of the south and east property lines which currently lack it.

4. The existing sequoia tree located on the property shall be saved, unless it is shown to not be possible.

5. A plan shall be presented showing what other trees on the site can be saved. If not possible to save additional trees, reasons shall be given explaining why.

6. Contact shall be made with the Ada County Highway District (ACHD) to ensure the appropriate treatment and identification of Highland Street as a dead-end street to the east of the site in order to prevent unnecessary turnaround traffic.

7. The applicant shall work with the neighborhood to establish, if possible, a residential parking district around the Sage International School in order to mitigate on-street parking impacts.

Agency Requirements

8. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   a. Central District Health Department (December 31, 2019);
   b. Ada County Drainage District (December 31, 2019)

9. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:
   a. Irrigation Sewer (December 30, 2019);
   b. Drainage (January 29, 2019);
   c. Solid Waste (January 2, 2020);
   d. Street Lights (January 6, 2020).
Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

10. The applicant shall comply with all requirements of the Boise Fire Department. Any deviation from this plan is subject to Fire Department approval.

11. The applicant shall comply with all requirements of the Ada County Highway District (ACHD).

**Subdivision:**

12. The Final Plat cannot be submitted until all conditions of the associated planned unit development (PUD19-00005) have been met.

13. The following notes shall be placed on the face of the Final Plat stating:
   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by CAR19-00001, PUD19-00005 and SUB19-00002.
   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD19-00005, at the time of issuance of individual building permits.
   c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder’s Office.

14. A note on the face of the Final Plat shall designate that any Common Lots shall be owned and maintained by the Homeowner’s Association. These lots cannot be developed for residential purposes in the future. The common lots shall be designated by Lot and Block.

15. The Mylar shall include the following endorsements or certifications (I.C. Title 50, Chapter 13). These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder’s Office.
   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,
   e. Certificate of the Boise City Engineer,
   f. Certificate of the Boise City Clerk,
   g. Certificate of the Ada County Surveyor, and
   h. Signature of the Ada County Treasurer.
16. A subdivision name shall be reserved by the Ada County Surveyor. The name shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit the new name to the Ada County Surveyor for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Surveyor, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

17. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat (B.C.C. 11-09-03.4E).

18. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

19. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

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

Contact: Dan Frasier, Postmaster
770 S. 13th St.
Boise, ID 83708-0001
Phone No. (208) 433-4301

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

22. The developer shall make arrangements to comply with all requirements of the Boise City Fire Department and verify in one of the following ways:
   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,
   
   OR

   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

NOTE: “No Parking” signs shall be installed in accordance with the requirements of the International Fire Code (BCC 7-0-32, IFC 503.8). Contact the Boise City Fire Department for sign placement and spacing. Developer may either construct prior to final platting or post bond in the amount of 110% of the estimated costs with the Boise City Planning and Development Services Department.
23. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

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

25. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

26. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications must be executed:
   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,

27. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.
   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.
   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.
   c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer’s signature. If the Final Plat is not recorded within the one-year time frame it shall be deemed null and void.
28. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of B.C.C. 11-09-04.1. If a Non-Building Agreement is approved by Boise City Fire Department, no building permits shall be submitted until a “Satisfaction of Non-Building Agreement” is recorded.

29. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City. Contact Erosion Control at 208-608-7100 for more information.

Standard Conditions of Approval

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

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

32. 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.

33. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

34. 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.

35. 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.

36. 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.
37. 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.

38. 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.

39. 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.

40. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

41. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

43. 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.
PLAT SHOWING
GREENHEADS END SUBDIVISION
A RE-SUBDIVISION OF A PORTION OF BLOCK 9 OF LONDONER'S SECOND SUBDIVISION
LOCATED IN THE SW 1/4 OF SECTION 14, T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
2020

NOTES
1. THIS DEVELOPMENT RECOGNIZES IDAHO CODE, TITLE 22, CHAPTER 45 RIGHT TO FARM, SECTION 22-4501, WHICH STATES THAT "AGRICULTURAL OPERATION OR ACTIVITY IS NOT A NUISANCE.
2. IN COMPLIANCE WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE 31-3003.5(C), IRRIGATION WATER HAS NOT BEEN PROVIDED FOR BY THE OWNER. THIS SUBDIVISION HAS NOT BEEN EXCLUDED FROM THE SOUTH BOISE WATER COMPANY IRRIGATION DISTRICT AND THE LOTS SHOWN HEREIN MAY BE SUBJECT TO ASSESSMENTS FROM THE SOUTH BOISE WATER COMPANY.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
4. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF IRLISSANDE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/or REQUIRED, OR AS SHOWN ON THE PLAT.
5. LOTS 7, 12, 13 AND 18, BLOCK 1 ARE COMMON LOTS WHICH SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ALL COMMON LOTS ARE SUBJECT TO A BLANKET PUBLIC UTILITY EASEMENT.
6. DIRECT ACCESS TO W. HIGHLAND ST. AND S. LONDONER AVE. ARE PROHIBITED.
GREENHEADS END SUBDIVISION

CERTIFICATE OF OWNERS

Know all men by these presents: That 211 East Highland LLC. is the owner of record of the property described as follows:

A portion of Block 9 of Londoner's Second Subdivision as filed in Book 2 of Plats at Page 77, records of Ada County, Idaho located in the SW1/4 of Section 14, T. 3 N., R. 2 E., B. M., Boise, Ada County, Idaho more particularly described as follows:

Commencing at a brass cap monument marking the S1/4 corner of said Section 14 from which a brass cap monument marking the SE corner of said Section 14 bears South 88°56'26" East, 2684.96 feet;

thence along the West boundary line of said Londoner's 2nd Subdivision North 01°02'07" East, 1719.78 feet to the NE corner said Block 9;

thence along the North boundary line of said Lot 9 North 89°50'20" West, 33.00 feet to the REAL POINT OF BEGINNING;

thence leaving said North boundary line South 01°02'07" West, 146.50 feet;

thence North 89°50'20" West, 294.34 feet to a point on the West boundary line of said Block 9;

thence along said West boundary line North 00°23'41" East, 146.58 feet to the NW corner of said Lot 9;

thence along the North boundary line of said Block 9 South 89°50'20" East, 295.96 feet to the REAL POINT OF BEGINNING, containing 0.89 acres, 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 structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing 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.

211 East Highland LLC.

Steve Jensen, 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 plotted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

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

ACKNOWLEDGMENT

State of Idaho

County of Ada

On this _______ day of ________, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Jensen, known or identified to me to be a member of 211 East Highland LLC., an Idaho Limited Liability Company, the Limited Liability Company that executed the instrument or the person who 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
GREENHEADS END SUBDIVISION

HEALTH CERTIFICATE
Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed in accordance with Section 50-1329, 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

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

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 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 Millie 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 this ___________ day of ___________, 20__, in Book ___________ of plats at Pages ___________.

Instrument No. ___________

Deputy Ex-Office Recorder
December 10, 2019

Ms. Celine Acord, Current Land Planner
City of Boise
150 N. Capitol Blvd
Boise, Idaho 83701

RE: Greenheads End Subdivision, CAR19-00001, PUD 19-00005, & SUB 19-00002

Dear Celine,

On behalf of our client, Mr. Tim Hachman, with 211 East Highland, LLC, please accept our application for final plat approval. It is our client’s intent to subdivide the property as presented and approved with the preliminary plat.

We agree and are in process of meeting the conditions of approval as outlined in the Findings of Fact, Conclusions of Law.

1. The development agreement will be concluded and signed as directed
2. The plans and specifications as submitted are in compliance with the approved set as modified.
3. Prior to the buildings being submitted for permit they will be submitted for DR approval
4. A solid fence is planned for construction with the development as directed.
5. Unfortunately, the sequoia tree cannot be saved. See letter from Jane Suggs for further explanation.
6. Most of the trees on the site cannot be saved for various reasons, we are attempting to save the trees along the south property line and are working with the neighbor to adjust the fence line to accommodate them.
7. Contact was made with the Ada County Highway District, regarding Highland Street, and we have plans submitted in compliance with those conversations.
8. Jane Suggs, on behalf of the applicant, has reached out to the neighborhood to inform them of the process with ACHD for a residential parking district, in that effort she also reached out to the school to assist in the matter.

9-44 We will comply with the agencies, and standard conditions, as required.

Thank you for your time in reviewing this project. If you have any questions or additional comments please feel free to contact me.

Sincerely,

[Signature]

Matt M Munger, PE
Director of Land Development

2141 Airport Way, Suite 104- Boise, Idaho 83705 – Phone (208) 275-8704 – Fax (208) 342-5353
January 3, 2020

Mr. Cody Riddle, Deputy Planning Director  
Ms. Céline Acord, Subdivision/Current Planning Manager  
City of Boise  
150 N. Capitol Boulevard  
Boise, ID 83701

Subject: Greenheads End Subdivision at 211 E. Highland Street  
CAR19-00001, PUD19-00005, SUB 19-00002

Dear Mr. Riddle and Ms. Acord:

We received the Council decision and action letter for the subject project on May 16, 2019. The letter included the conditions of approval added by the City Council at the hearing on May 14. Two of the new conditions involve removal of trees on the Greenheads End property:

5. The existing sequoia tree located on the property shall be saved, unless it is shown to not be possible.

6. A plan shall be presented showing what other trees on the site can be saved. If not possible to save additional trees, reasons shall be given explaining why.

In response to these conditions, our planner, design engineer, and landscape architect met on site to review the existing site survey that included tree locations as points on the site plan. Since the site topographic survey showed the tree locations, but not the full extent of the branches and root system, we requested the land surveyor return to the property to update the topographic survey to show the drip line of the trees.

As noted on the plan, due to the extent of the branches and roots of the mature trees, all trees on the property will be impacted by the new construction. A plan showing the new tree survey and the approved building locations is also attached.

All trees, including the noted sequoia tree, will require removal to allow for the construction of the townhomes, garages and access drive as approved.

This letter and the attached plan are submitted to satisfy the two conditions noted above. Please contact me at 208-602-6941 or Kesleigh Massey, project engineer, if you have questions or concerns.

Sincerely,

Jane Suggs
Planner
January 27, 2020

City of Boise – Planning and Development Services
Attn: David Moser – Associate Planner
150 North Capitol Blvd.
Boise, Idaho 83702

Re: Greenheads End Subdivision at 211 E. Highland Street
CAR19-00001, PUD19-00005, SUB19-00002

Dear Mr. Moser–

My name is Kim Siegenthaler, Principal Landscape Architect at Jensen Belts Associates. We are the Landscape Architects providing the landscape plans for the Greenheads End project. I am writing on behalf of the Greenheads End Subdivision and the two conditions involving the removal of the trees located on the Greenheads End Property. Below are two of the conditions added by the City Council at the hearing on May 14, 2019:

5. The existing Sequoia Tree located on the property shall be save, in less it is shown to not be possible.

6. A plan shall be presented showing what other trees on the site can be saved. If not possible to save additional trees, reasons shall be given explaining why.

Response: Jensen Belts Associates has been out to the site numerous times to assess the trees with the Civil Engineers and Surveyors. Due the layout and density of the approved building plan, all the existing trees (with the extent of the branches and root systems) will be impacted by the new construction and will not be able to be sustained in a healthy or safe condition. A significant amount of tree branches and primary roots will need to be severed for construction access, footing/base course installation, and building structures. Soil compaction during construction will also be detrimental to tree health. For construction of the approve townhomes, garages, and access drive, all existing trees, including the Sequoia Tree, will require removal.

Thank you–

JENSEN BELTS ASSOCIATES

Kimberly C. Siegenthaler,
Principal
May 16, 2019

Jane Suggs
WHPacific, Inc.
2141 W. Airport Way
Boise, ID 83705
jsuggs@whpacific.com
(sent via email)

Re: CAR19-00001, PUD19-00005, & SUB19-00002 / 211 W. Highland Street

Dear Ms. Suggs:

This letter is to inform you of the action taken by the Boise City Council on your request for a rezone of 0.99 acres from R-1C (Single Family Residential) to R-1MD/DA (Town Lot Residential with Design Review and Development Agreement), and a preliminary plat consisting of 14 buildable lots and 5 common lots.

The Boise City Council, at their meeting of May 14, 2019, approved the rezone and subdivision as per the recommendations and findings of the Planning and Zoning Commission. The Reasons for the Decision and Conditions of Approval are attached.

It will be necessary for the Boise City Council to present three readings of the proposed ordinance before the completion of the rezone.

The Boise City Council, at their meeting of May 14, 2019, also denied the appeal of the Planning & Zoning Commission’s approval of the associated conditional use permit for a planned residential development comprised of 14 townhomes. The Reason for the Decision and Conditions of Approval are attached.

This final decision by the Boise City Council includes the notice to the applicant of the applicant’s rights to request a regulatory taking analysis pursuant to Idaho Code 67-8003.
If you have any questions, please contact Brent Moore at (208) 608-7086 or bdmoores@cityofboise.org.

Sincerely,

Cody Riddle
Deputy Planning Director
Boise City Planning and Development Services

CR/sj
Cc: Tim Hachman / 211 East Highland LLC / timhachman@gmail.com (sent via email)
    Southeast Neighborhood Association / Fred Fritchman / ffritchman@msn.com (sent via email)

Reason for the Decision (CAR19-00001)
The rezone is consistent with the Comprehensive Plan as the property is designated “Compact” on the Land Use Map and R-1MD zoning is allowed within this designation. The R-1MD zone is compatible with the surrounding area as the property to the north is zoned R-3D and contains multi-family housing, and the properties to the south, east and west are zoned R-1C and contain detached single-family homes. It is in compliance with Goal CC1.1 of the Comprehensive Plan as it encourages compact, infill development to reduce vehicle miles traveled and avoid costly extensions to transportation infrastructure.

Reason for the Decision (SUB19-00002)
As conditioned, the submitted preliminary plat is consistent with the Development Code and the Comprehensive Plan.

Reason for the Decision (PUD19-00005)
The Planning and Zoning Commission’s original decision to approve the planned unit development was in compliance with the planned unit development standards of the Code and no evidence suggesting the Commission erred in its decision has been submitted. The Commission’s decision was supported by substantial evidence and was not arbitrary or capricious.
Conditions of Approval

Rezone

1. The following Development Agreement requirements shall be met:
   a. Upon approval of the rezone, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.
   b. Within one year of the date City Council approves the rezone, the Development Agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the Development Agreement within the one-year time frame shall automatically render approval of this modification null and void.

Site Specific

2. Compliance with the plans and specifications submitted to and on file in the Planning and Development Services Department date received January 29, 2019, planned unit development application and floor plans submitted February 5, 2019, and elevations submitted February 22, 2019, except as expressly modified by the following conditions:

3. As the property will be located within a Design Review Overlay District, a separate Design Review application will need to be approved by the City prior to obtaining building permits.

4. Solid 6’ high fencing shall be provided along any portion of the south and east property lines which currently lack it.

5. The existing sequoia tree located on the property shall be saved, unless it is shown to not be possible.

6. A plan shall be presented showing what other trees on the site can be saved. If not possible to save additional trees, reasons shall be given explaining why.

7. Contact shall be made with the Ada County Highway District (ACHD) to ensure the appropriate treatment and identification of Highland Street as a dead-end street to the east of the site in order to prevent unnecessary turnaround traffic.

8. The applicant shall work with the neighborhood to establish, if possible, a residential parking district around the Sage International School in order to mitigate on-street parking impacts.
Agency Requirements

9. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   a. Central District Health Department (February 8, 2019);

10. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:
   a. Sewer (February 7, 2019);
   b. Drainage (January 29, 2019);
   c. Solid Waste (February 2, 2019);
   d. Street Lights (February 4, 2019).

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

11. The applicant shall comply with all requirements of the Boise Fire Department. Any deviation from this plan is subject to Fire Department approval. For additional information, contact Ron Johnson at 208-570-6500.

12. The applicant shall comply with all requirements of the Ada County Highway District (ACHD).

Subdivision

13. The Final Plat cannot be submitted until all conditions of the associated planned unit development (PUD19-00005) have been met.

14. The following notes shall be placed on the face of the Final Plat stating:
   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by CAR19-00001, PUD19-00005 and SUB19-00002.
   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD19-00005, at the time of issuance of individual building permits.
   c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R’s) that pertain to this development, to be filed and recorded in the Ada County Recorder’s Office.
15. A note on the face of the Final Plat shall designate that any Common Lots shall be owned and maintained by the Homeowner’s Association. These lots cannot be developed for residential purposes in the future. The common lots shall be designated by Lot and Block.

16. The Mylar shall include the following endorsements or certifications (I.C. Title 50, Chapter 13). These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder’s Office.

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

17. A subdivision name shall be reserved by the Ada County Surveyor. The name shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit the new name to the Ada County Surveyor for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Surveyor, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

18. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat (B.C.C. 11-09-03.4E).

19. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

20. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

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

   Contact: Postmaster
   770 S. 13th Street
   Boise, ID 83708-0100
   Phone: (208) 433-4301
22. A letter from the appropriate school district is required stating, “The Developer has made arrangements to comply with all requirements of the School District.”

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

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied,

   b. A non-build agreement has been executed and recorded with a note on the face of the Final Plat identifying the instrument number.

   NOTE: “No Parking” signs shall be installed in accordance with the requirements of the International Fire Code (BCC 7-0-32, IFC 503.8). Contact the Boise City Fire Department for sign placement and spacing. Developer may either construct prior to final platting or post bond in the amount of 110% of the estimated costs with the Boise City Planning and Development Services Department.

24. Covenants, homeowners’ association by-laws or other similar deed restrictions, which provide for the use, control and maintenance of all common areas, storage facilities, recreational facilities or open spaces, shall be reviewed and approved by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no building permit shall be accepted until a copy of the recorded CC&R’s has been submitted to the Boise City Attorney.

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

26. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

27. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District.
28. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

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

29. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of B.C.C. 11-09-04.1.

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

**Standard Conditions of Approval**

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

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

33. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch such as bark or soil aid.

34. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.
35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

42. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

43. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.
44. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
To: Planning and Development Services  
From: Mike Sheppard, P.E., Civil Engineer II  
Public Works Department  
Subject: SUB19-00074; 211 W Highland St.; Sewer Irrigation Sub Comments

1. STANDARD IRRIGATION CONDITIONS

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

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

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

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

### 2. **STANDARD SEWER CONDITIONS**

#### City Subdivision Conditions

a. Wetline sewers are required (B.C.C. 11-09-04.4., *Required Improvements; Sanitary Sewer*).
   1. Plans shall be submitted to and approved by the Boise City Department of Public Works prior to commencing with construction. Developer and/or owner may either construct improvements prior to final platting or execute a performance agreement and provide surety in the amount of 110% of the estimated costs. The developer and/or owner shall coordinate with the Department of Public Works for construction inspection prior to and during construction. Unless otherwise approved by the Public Works Department, all sewer construction shall be completed and accepted within 90 days of plat recordation, or within 30 days of issuance of the first building permit within the subdivision, whichever comes first.

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

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

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

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

c. Unless previously paid, developer and/or owner shall pay a sewer assessment along W Highland St. & S Londoner Ave. and/or as may be approved by the Boise City Public Works Commission prior to signing of the final plat by the Boise City Engineer. Contact the Department of Public Works for specific costs.

d. Developer and/or owner shall comply with all provisions of the Boise City “Sewer Tap” Ordinances.
   1. Developer and/or owner may either construct prior to final platting or post bond/agreement in the amount of 110% of the estimated costs. Please contact the Public Works Department for specifications and inspections during construction.

   **NOTE**: All bonding shall conform to B.C.C. 11-09-04.2., *Required Improvements; Filing of Plans and Bonding Surety*, which specifies that the improvements to be made shall be done in a time period not to exceed one year from the date of approval of the final plat.
City of Boise Solid Waste staff has reviewed the application for this project and has the following comments:

There are two options available for servicing this site. The first is that owners of these lots will need to place carts along W. Highland Street or S. Londoner Avenue for service, or pay for carry out service. Alternatively, a Public Works-approved turnaround area for the truck can be provided that will allow for the truck to service carts along the shared access drive.

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
To: Planning and Development Services  
From: Tom Marshall, Street Light Program Technician  
Public Works Engineering  
Subject: Street Light Subdivision Comments  
SUB19-00074: 211 W Highland St:

City Subdivision Conditions:

a. Developer shall delineate on the face of the final plat a Boise City street light easement, acceptable to the Boise City Department of Public Works, for the purpose of installing and maintaining city-owned street light fixtures, conduit, and wiring lying outside the dedicated public right-of-way (B.C.C. 11-09-03.6.).

b. The Developer shall be required to install, at their expense, street lights in accordance with Boise City Public Works specifications and standards at locations designated by the Public Works Department (B.C.C. 11-09-04.9.). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction or bonding.

c. **Fees:** Developer shall pay the current street light inspection and plan review fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).

d. Developer shall not connect, or allow any subcontractor to connect any irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices to any street lighting circuits. Any and all irrigation timers, decorative lighting, entrance lighting, outlets or other electrical devices shall be connected directly to Idaho Power at an Idaho Power approved location.

e. The street lights shall be installed and accepted by the Boise City Public Works Department at the following locations. Unless otherwise noted, street lights shall be installed at a 25-foot minimum mounting height, Class “A” LED residential fixture (see Street Light Approval Fixtures on the City of Boise website)

   i) **Light Locations:**
      - Corner of Londoner & Highland facing Highland
      - Corner of Loggers Creek & Highland facing Highland
f. If approval for bonding is granted by the Boise City Public Works Department, Developer may bond in the amount of 110% of the estimated street light costs. Street lights shall be installed within 90 days of the issuance of the first building permit in the development, if building permits are obtained prior to completion of street light improvements.

h. As per Idaho Power requirements the lights along following streets frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement and shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings SD-1125 or SD-1126, and BC-SD-1127, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Street Light approved fixtures and materials on the City of Boise web page.

Special Conditions: a meter cabinet may be required for the streetlights.

If you have further questions, please contact Tom Marshall at 208-608-7526

Tom Marshall
Street Light Program Technician
Public Works Engineering
Office: (208)608-7526
tmarshall@cityofboise.org

Making Boise the most livable city in the country.
January 2, 2020

PDS Building Department Plan Review:

The subdivision **Final plat SUB19-00074** has been reviewed and there are **no comments** at this time.

Jenny Nelson
Plans Examiner
Planning and Development Services
Office: (208)608-7109
jjnelson@cityofboise.org

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December 31, 2019

BOISE CITY PLANNING &
DEVELOPMENT DEPARTMENT
150 North Capitol Boulevard
Boise, Idaho 83701-0500

RE: SUB19-00074
211 W. Highland Street

Ladies and Gentlemen:

The above-referenced application to construct a 14-unit multifamily project at the above-referenced location has been received in this office. This law firm represents the interests of Ada County Drainage District No. 3 (the “District”). The project site lies within the District’s boundaries.

Providing all drainage will continue to be retained onsite, the District has no comment on the project located at 211 W. Highland Street.

The District is responsible for ensuring that its system complies with conditions of a National Pollution Discharge Elimination System (“NPDES”) permit issued by the Environmental Protection Agency to the District and other co-permittees, with regard to the quality of storm water runoff.

Approval of any proposed development is based upon the following conditions. Any proposed development must meet the storm water requirements of “ACHD” (if proposal is for a residential subdivision), or Boise City (if the proposal is for commercial, industrial, multi-family housing, or residential with private streets). This includes any and all requirements pertaining to on-site water detention, water quality treatment, and operation and maintenance. The project may also require a permit from the United States Army Corps of Engineers under their Section 404 permit program. If the work requires a permit from the Corps, the applicant will need to obtain their approval before starting work.
December 31, 2019
Page 2

These requirements are outlined in the ACHD Policy Manual and the Boise City Storm Water Management and Discharge Control Ordinance, the Boise City Storm Water Design Standards Manual, and the Boise City Operation and Maintenance Guidance document.

The objectives of these requirements are to adequately control the quantity and quality of storm water runoff into the District’s system and public waters. Compliance with these requirements will also address discharge limitations of “no net increase” in sediment and bacteria, required by the Lower Boise River Total Maximum Daily Load and the Idaho Department of Environmental Quality’s “no net increase” policy.

Additionally, the District must be notified of any conditions that result in a significant change to the quantity or quality of the storm water runoff from this site.

If you have any questions or comment concerning the above, please feel free to contact me. Thank you for your assistance.

Very truly yours,

ELAM & BURKE
A Professional Association

Ryan P. Armbruster

RPA/ksk

c: District Commissioners
   Steve Sweet
   Dean Callen

4815-0133-6240, v. 1
1. We have No Objections to this Proposal.
2. We recommend Denial of this Proposal.
3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
4. We will require more data concerning soil conditions on this Proposal before we can comment.
5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
   - high seasonal ground water
   - bedrock from original grade
   - waste flow characteristics
   - other

6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
   - central sewage
   - interim sewage
   - individual sewage
   - community sewage system
   - central water
   - individual water
9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
   - central sewage
   - sewage dry lines
   - community sewage system
   - central water
10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
12. We will require plans be submitted for a plan review for any:
   - food establishment
   - beverage establishment
   - swimming pools or spas
   - grocery store
   - child care center
13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.
14. 

Reviewed By: [Signature]
Date: 12/31/19

Packet Pg. 717
TO: Boise City Council  
FROM: David Moser, Associate Planner  
DATE: June 30, 2020  
RE: SUB19-00074 / 211 W Highland Street / Late Correspondence

Legal Description
The applicant requests approval of a Final Plat for a residential subdivision comprised of 14 buildable and 5 common lots on 0.99 acres located at 211 W. Highland Street in a R-1M/DA (Residential Town Lot with Design Review and Development Agreement) zone.

Summary
The Planning Team received late correspondence from the Southeast Neighborhood Association (SENA) and several neighbors who expressed concerns with the Final Plat.

Attachments
- SENA Letter
- Public Testimony
Dear Mayor and City Council Members

When any project is developed a long list of conditions is attached to its approval by the City. They range from the addressing procedure to the work hours, but each of these conditions is important to making sure the project is done according to what was agreed to between the City and the applicant. These must be taken seriously and not seen as optional. In the case of this project, however, the applicant has done exactly that. In defiance of the original conditions of approval the applicant has not followed City Council’s instructions. They have failed to revise their project to meet the requirements of their approval, and therefore SENA voted to oppose it.

On May 14th 2019 the project was approved as a preliminary plat with the following conditions included:

“4. The existing sequoia tree located on the property shall be saved, unless it is shown to not be possible.

5. A plan shall be presented showing what other trees on the site can be saved. If not possible to save additional trees, reasons shall be given explaining why.”

SENA and the neighbors greatly appreciated these conditions. A previously approved project on this lot (SUB06-00114), that had been supported by the neighbors, included saving the sequoia tree and others. We therefore were confident that a revised site design to save this over 70-year-old tree could be developed. While I had reached out about this application both to the applicant and City in October and January, no different design nor dialogue to that effect was offered.

At the hearing in May 2019 Council member Thompson and Council President Clegg had this discussion:

Council member Thompson: “When you say you have to prove that you can or can’t save, you used the term prove, I think coming back and saying building it exactly how we’ve been describing does not prove that you can’t save the sequoia. I think downsizing one end unit or something along those lines is appropriate to save it,”

Council President Clegg: “Or other trees”

Council member Thompson: “Or other trees”

This firmly established that not only was it required to save the sequoia but that simply bringing the original site design back to the Council was not an acceptable option. This included saving other trees as well. The explicit will of the Council was for the applicant to go back to the drawing board and find a way for the sequoia and other trees to be preserved.
The applicant sent a letter to the City on January 3rd 2020 addressing these conditions stating,

“All trees, including the noted sequoia tree, will require removal to allow for the construction of the townhomes garages and access drive as approved. This letter and the attached are submitted to satisfy the two conditions noted above”

No different plans were submitted with this letter. No alternative, downsizing of a unit, or any other option was suggested or even alluded to. In fact, no apparent attempt was made to save a single tree, as the applicant stated all would be removed. The idea that there was no possible way to save even a single tree in this project seems absurd. The applicant did nothing more than bring the exact same design back with no changes whatsoever and claimed that this met the conditions of the Council which it certainly does not. The words of the Council were clear; coming back with the same design was not sufficient to show that the sequoia could not be saved. The only way for the applicant to not save the sequoia would be to show it is impossible.

The existence of the previous design SUB 06-00114 that had been approved for this same lot while retaining the sequoia proves that preserving the tree is not impossible. It also proves that the applicant did not uphold their conditions of approval which automatically means the final plat must be rejected.

SENA understands that not all projects will include conditions put on them by the Council to preserve trees or mitigate parking, etc. When conditions are included in projects and agreed to by applicants, though, they become a promise to the city and neighbors of how the project will proceed. The conditions the applicant agreed to were not onerous, nor impossible to uphold, a previous project shows that. SENA does not oppose development, but we do oppose the wrong project for the site. The applicant’s project does not meet the conditions that the applicants themselves agreed to. This confirms it is the wrong project for the site. SENA and the neighbors would be happy to work with the applicant to develop plans that are right for this site; however what is being proposed simply isn’t it and should be rejected.

Thank you

Erik Steven Berg, President

SouthEast Neighborhood Association.
June 19, 2020

David, Please include this letter in the City Council Packet for June 30, 2020 regarding 211 W. Highland (SUB20-00074).

We are requesting these items be discussed and considered by the Boise City Council:

1: Saving the magnificent Sequoia Tree - picture attached.

2: No parking signs along Highland Street because of the dangerous intersection at Highland and Mallard - safety issue - picture attached.

3: Require 10' setback along Loggers Creek Lane – WH Pacific says that the new plat would reflect this.

4: Construct a 6’ vertical cedar fence matching our existing fence along Loggers Creek Lane with steel posts in concrete – WH Pacific has okayed this.

5: Reduce the townhouse adjacent to Loggers Creek Lane to single level to improve the visual impact of the project.

6: Our neighborhood was under the impression that there would be a Design Review process where we could voice some of our issues.

Thank you for your consideration,

[Signature]

Horace and Judy Smith
1570 Loggers Creek Lane
Boise, ID 83706
My name is Brad Smith, I reside at 99 E Parkway Drive which is about a half block from the proposed development, SUB20-00074. I have several concerns with how this development has progressed through Boise City with little to no concessions to the surrounding neighbors.

* The Design Review process was represented as a way to have input which was addressed in the initial hearing, that came and went without our knowledge.
* The Module zoning isn't compatible with the southside of Highland.
* Above ground power lines go directly in front of the units, hopefully these are required to run underground.
* The density is too high on a .99 acre lot, the size of this development leaves almost no green space, and certainly no mature green space.
* The setback along Loggers Creek Lane should be increased to 20'. This adjustment would comply with the same code that is enforced along Highland, which also turns into a private lane making it an equal comparison to code enforcement.
* The end-cap unit along Loggers Creek Lane should also be a single unit for a reasonable transition to the neighborhood and immediately neighboring homes.
* The initial statements by the developer's representative that "some" trees would be impacted and then during the hearing it was agreed they would see if there is a way to save the beautiful sequoia. Now we are being told that not only is the sequoia impossible to save, but all trees would be impacted. This change makes the development even less compatible in the neighborhood.
* Allowing fewer units would solve some of the greater issues with the proposed development, including but not limited to green space, parking issues, pedestrian and driver safety, issues that will be realized quickly.
* On a side note, thank you for not taking the 3% increase in budget capacity.

Brad Smith
99 E Parkway Dr
Boise, ID 83706
208-861-0465
The applicant is requesting a one-year time extension for a bond to construct curb, gutter and sidewalk associated with a minor land division application.
Background & Summary
On February 1, 2017, the Planning Director approved a Minor Land Division located at 2990 S. Wise Way. Per Boise City Code Section 11-09-02.1(A)7f, all new parcels abutting the public right-of-way shall be improved with sidewalk, curb and gutter and/or bonded for prior to the Planning Director’s approval of the Minor Land Division. The applicant complied with this condition by bonding for the improvements on November 22, 2017, under BND17-00106 with a one-year deadline to install the improvements by November 22, 2018.

On December 11, 2018, the applicant requested a 6-month extension with a new deadline of May 21, 2019. On June 11, 2019 City Council approved a one-year time extension with a new deadline of June 11, 2020. This adjusted deadline has passed, and any additional time must be requested by Council. The applicant is requesting another one-year time extension to complete the required improvements. As detailed by the applicant, the extension is necessary as construction will be completed by Spring 2021 with street improvements scheduled towards the end of construction to ensure they are not damaged. Extension of the bond will allow the sidewalk, curb and gutter construction to occur with the self-storage facility. The new extension bond agreement deadline would be June 30, 2021.

Recommendation
The Planning Team recommends approval of the one-year time extension for BND17-00106 for the required sidewalk, curb and gutter associated with a Minor Land Division application.
May 20, 2020

Ms. Nicolette Womack
City of Boise, Planning & Development Services
150 North Capitol Boulevard
Boise, Idaho 83702

RE: Bonding Agreement Expiration/Case # BND17-00106

Dear Nicolette;

Per our telephone discussion, this letter will serve as Wise Way Investors, LLC’s (formerly Turnabout, LLC) formal request to extend the timeframe for our Bond Agreement. Our project is currently under construction under our issued grading permit, and we plan to complete construction of the project next spring. According to our General Contractor, the street improvements (curb, gutter & sidewalk) will be completed towards the end of construction so they will not be damaged during construction.

We had hoped to have the project completed sooner but, unfortunately, it has been delayed. However, now that we are underway, we do not anticipate any additional delays.

Thank you for your assistance in this matter. Please feel free to contact me at (208) 850-8444 if you have any further questions.

Sincerely,

WISE WAY INVESTORS, LLC

Michael T. Keller
Member

Signature
AGREEMENT

THIS AGREEMENT made this 22nd day of November, 2017, by and between the CITY OF BOISE, a municipal corporation of the State of Idaho, hereinafter called CITY and Turnabout, LLC, the PROPERTY OWNER/CONTRACTOR of that certain are in Ada County, ID, known as 2990 S Wise Way, - ROS17-00007.

IT IS AGREED:

1. The PROPERTY OWNER/CONTRACTOR, for and in consideration of the zoning approval (CUP, CAA, CZC, DRH, CFH, BLD), located at 2990 S Wise Way, - ROS17-00007, hereto agrees to complete, or cause to be completed, the improvements consisting of curb, gutter & sidewalk placement on or before the 22nd day of November, 2018 (or in accordance with the completion schedule identified in Section 7) or before such later time as may hereinafter be approved in writing by the CITY.

2. The PROPERTY OWNER/CONTRACTOR shall guarantee such improvements for a period of one (1) year following CITY approval, against any defective work or labor done, or defective materials furnished in the performance of this agreement.

3. The PROPERTY OWNER/CONTRACTOR shall pay all costs for all materials, labor, equipment and related expenses necessary to complete the improvements described in Paragraph 1 of this Agreement. The PROPERTY OWNER/CONTRACTOR covenants to pay for and be solely responsible for all liens, encumbrances, assessments and unpaid obligations resulting from and relating to said improvements.

4. The PROPERTY OWNER/CONTRACTOR covenants that all improvements described in Paragraph 1 of this Agreement shall be completed:

A) in compliance with State and City codes;
B) in accordance with the drawings and specifications on file with the CITY; and
C) in a manner acceptable to the CITY

5. The PROPERTY OWNER/CONTRACTOR hereby grants to the CITY, the Surety upon any Bond, and to the agents, employees, and contractor of either of them, the irrevocable permission to enter upon the lands of the subject subdivision for the purpose of completing the improvements(s). That said permission to enter shall transfer to all heirs and assigns. This permission shall terminate in the event that the PROPERTY OWNER/CONTRACTOR or Surety has completed the work within the time specified or any extension thereof granted by the CITY.

6. Prior to the construction or installation of any on-site improvements, the PROPERTY OWNER/CONTRACTOR shall deposit with the CITY a surety bond equaling one hundred and ten percent (110%) of the estimated construction and engineering costs to ensure prompt and faithful performance of this Agreement. For purposes of this Agreement, one hundred and ten percent (110%) of the estimated construction and engineering costs amount to Thirty Three Thousand Four Hundred Ninety Five Dollars and Zero Cents ($33,495.00)

Whenever the PROPERTY OWNER/CONTRACTOR shall be, and is declared by the CITY to be in
default of this Agreement, the Surety may remedy the default or shall complete this Agreement in accordance with its terms and conditions or obtain a bid or bids for submission to the CITY for completing this Agreement in accordance with its terms and conditions and, upon determination by the CITY and Surety of the lowest responsible bidder, arrange for a contract with such bidder and the CITY and make available as work progresses, sufficient funds to pay the cost of completion of the improvements described in Paragraph 1 of this Agreement. If the PROPERTY OWNER/CONTRACTOR deposits a guarantee approved by the CITY other than a surety bond, and in the event of the PROPERTY OWNER/CONTRACTOR'S failure to complete the improvements described in Paragraph 1 of this Agreement or has otherwise been declared by the CITY to be in default of the terms and conditions of this Agreement, the CITY may proceed to complete the improvements and the cost of such improvements shall be paid from the guarantee deposited by the PROPERTY OWNER/CONTRACTOR. Any balance remaining of any guarantee so deposited shall be refunded to the PROPERTY OWNER/CONTRACTOR. If any deficiency between the amount expended by the CITY to complete the improvements in accordance with the terms and conditions of this Agreement and the guarantee deposited by the PROPERTY OWNER/CONTRACTOR or the surety bond posted by the PROPERTY OWNER/CONTRACTOR, the PROPERTY OWNER/CONTRACTOR shall be liable for any deficient amount and in the event of enforcement to collect, shall be liable for attorneys' fees and costs.

For purposes of this Agreement, the word "costs" shall include expenses for material, labor and equipment necessary for the performance of this Agreement; expenses for CITY personnel, labor time incurred for collection, bidding processes and other related expenses.

7. Improvements shall be completed and accepted by the City prior to the dates and/or prior to the occurrence of the following events identified in the completion schedule below:

A. Completion Schedule:

1. **Common Driveway:** Within 90 days of the date of issuance of the first building permit within this development.

2. **Landscape:** Within 90 days of the date of issuance of the first building permit within this development.

All improvements must be completed prior to any portion of the property being sold and prior to the issuance of any building permits.

**Failure to complete improvements by the times identified in the completion schedule shall constitute non-performance and the PROPERTY OWNER/CONTRACTOR shall be in default of this agreement and the CITY or Surety may remedy the default pursuant to Section 6 of this Agreement.**

8. The CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or happening or occurring to the work specified in this agreement prior to the completion and approval of same, nor shall the CITY nor any officer or employee thereof, be liable for any persons or property imposed by reason of the nature of said work or by reason of the acts or commissions of the PROPERTY OWNER/CONTRACTOR, his agents or employees, in performance of said work, but all of said liability shall be assumed by the PROPERTY OWNER/CONTRACTOR. The PROPERTY OWNER/CONTRACTOR further agrees to protect and hold harmless the CITY, its officers and employees, from any and all claims, demands, causes of action, liability, or loss of any sort because of, or arising out of, the acts or commission of the PROPERTY OWNER/CONTRACTOR, his agents and employees, in the performance of this agreement, or use of any patent or patented article, in the performance of said agreement.
By [Signature]
Representative of Boise City
Department of Planning & Development Services

STATE OF IDAHO
)
COUNTY OF ADA
)

On this 22nd day of November, 2017, before me, a notary public in and for said state, personally appeared [Name], known to me to be the representative of the Boise City Planning and Development Services Department, Boise City, Idaho, who executed the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

[Notary Seal]
Notary Public for Idaho
Residing at [City], Idaho
My commission expires: [Expiry Date]

By [Signature]
PROPERTY OWNER/CONTRACTOR OR/AGENT FOR PROPERTY OWNER/CONTRACTOR

STATE OF IDAHO
)
COUNTY OF ADA
)

On this 22nd day of November, 2017, before me, the undersigned, personally appeared [Name], known to me to be the PROPERTY OWNER/CONTRACTOR OR/AGENT FOR SAME who executed the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

[Notary Seal]
Notary Public for Idaho
Residing at [City], Idaho
My commission expires: [Expiry Date]
CASH OR SURETY SIX-MONTH ADDENDUM

This SIX-MONTH ADDENDUM to the Cash or Surety Agreement entered into between the City of Boise City, an Idaho municipal corporation, by and through its Department of Planning and Development Services, and Turnpoint, LLC, the Developer of the subject project and party to the original Cash or Surety Agreement, is made effective this 11th day of December, 2018.

WHEREAS, because of changed circumstances, the parties to the original Cash or Surety Agreement have found it necessary to agree to a time extension of no more than six (6) months, in accordance with Title 9, Chapter 20, Boise City Code, for the completion of the improvements set forth in the original Cash or Surety Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in their original Agreement, the parties hereby agree as follows:

1. The Developer, or his assigns, heirs, or successors in interest, agrees to complete, or cause to be completed, the improvements consisting of: Curb, gutter and sidewalk placement for 2990 S. Wise Way (Ro57-00007) on or before the 21st day of May, 2019. Any improvements of the original Agreement which are not listed in this Addendum (above) have been installed to the satisfaction of the City.

2. In signing this Addendum, the City acknowledges that the Developer has paid the appropriate extension fees to the City and has provided an adjustment to the bonding surety amount that reflects increased construction costs, if any. This addendum shall be recorded and returned to the City prior to the expiration of the original bond.

3. All other provisions of the original Cash or Surety Agreement, dated November 22nd, 2017, shall remain in full force and effect.

Dated this 11th day of December, 2018.

CITY OF BOISE

By: Nicole W. Warrick
Printed Name: Nicole W. Warrick
On behalf of the Department of Planning and Development Services

DEVELOPER

By: Michael T. Keller
Printed Name: Michael T. Keller
STATE OF IDAHO  
COUNTY OF ADA  

On this 11th day of December, 2019, before me, a notary public in and for said State, personally appeared [Developer's Name] known or identified to me to be the DEVELOPER OR AGENT FOR SAME, who executed the within ADDENDUM and acknowledged to me that he/she executed the same for the purposes therein contained.

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

\[Signature\]  
Notary Public for Idaho  
Commission expires: 1/11/2020

STATE OF IDAHO  
COUNTY OF ADA  

On this 11th day of December, 2019, before me, a notary public in and for said State, personally appeared [Employee's Name] known or identified to me to be an employee and authorized agent of the City of Boise City who executed the within ADDENDUM for the purposes therein contained.

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

\[Signature\]  
Notary Public for Idaho  
Commission expires: 1/11/2020
AGREEMENT

THIS AGREEMENT made this 11th day of June, 2019, by and between the CITY OF BOISE, a municipal corporation of the State of Idaho, hereinafter called CITY and Turnabout, LLC, the PROPERTY OWNER/CONTRACTOR of that certain are in Ada County, ID, known as 2990 S. Wise Way – ROS17-00007.

IT IS AGREED:

1. The PROPERTY OWNER/CONTRACTOR, for and in consideration of the zoning approval (CUP, CAA, CZC, DRH, CFH, BLD), located at 2990 S. Wise Way – ROS17-00007, hereto agrees to complete, or cause to be completed, the improvements consisting of curb, gutter & sidewalk placement on or before the 2nd day of December, 2019 (or in accordance with the completion schedule identified in Section 7) or before such later time as may hereinafter be approved in writing by the CITY.

2. The PROPERTY OWNER/CONTRACTOR shall guarantee such improvements for a period of one (1) year following CITY approval, against any defective work or labor done, or defective materials furnished in the performance of this agreement.

3. The PROPERTY OWNER/CONTRACTOR shall pay all costs for all materials, labor, equipment and related expenses necessary to complete the improvements described in Paragraph 1 of this Agreement. The PROPERTY OWNER/CONTRACTOR covenants to pay for and be solely responsible for all liens, encumbrances, assessments and unpaid obligations resulting from and relating to said improvements.

4. The PROPERTY OWNER/CONTRACTOR covenants that all improvements described in Paragraph 1 of this Agreement shall be completed:

A) in compliance with State and City codes;
B) in accordance with the drawings and specifications on file with the CITY; and
C) in a manner acceptable to the CITY

5. The PROPERTY OWNER/CONTRACTOR hereby grants to the CITY, the Surety upon any Bond, and to the agents, employees, and contractor of either of them, the irrevocable permission to enter upon the lands of the subject subdivision for the purpose of completing the improvement(s). That said permission to enter shall transfer to all heirs and assigns. This permission shall terminate in the event that the PROPERTY OWNER/CONTRACTOR or Surety has completed the work within the time specified or any extension thereof granted by the CITY.

6. Prior to the construction or installation of any on-site improvements, the PROPERTY OWNER/CONTRACTOR shall deposit with the CITY a surety bond equaling one hundred and ten percent (110%) of the estimated construction and engineering costs to ensure prompt and faithful performance of this Agreement. For purposes of this Agreement, one hundred and ten percent (110%) of the estimated construction and engineering costs amount to Thirty Three Thousand Four Hundred Ninety Five Dollars and Zero Cents ($33,495.00)
Whenever the PROPERTY OWNER/CONTRACTOR shall be, and is declared by the CITY to be in default of this Agreement, the Surety may remedy the default or shall complete this Agreement in accordance with its terms and conditions or obtain a bid or bids for submission to the CITY for completing this Agreement in accordance with its terms and conditions and, upon determination by the CITY and Surety of the lowest responsible bidder, arrange for a contract with such bidder and the CITY and make available as work progresses, sufficient funds to pay the cost of completion of the improvements described in Paragraph 1 of this Agreement. If the PROPERTY OWNER/CONTRACTOR deposits a guarantee approved by the CITY other than a surety bond, and in the event of the PROPERTY OWNER/CONTRACTOR’S failure to complete the improvements described in Paragraph 1 of this Agreement or has otherwise been declared by the CITY to be in default of the terms and conditions of this Agreement, the CITY may proceed to complete the improvements and the cost of such improvements shall be paid from the guarantee deposited by the PROPERTY OWNER/CONTRACTOR. Any balance remaining of any guarantee so deposited shall be refunded to the PROPERTY OWNER/CONTRACTOR. If any deficiency between the amount expended by the CITY to complete the improvements in accordance with the terms and conditions of this Agreement and the guarantee deposited by the PROPERTY OWNER/CONTRACTOR or the surety bond posted by the PROPERTY OWNER/CONTRACTOR, the PROPERTY OWNER/CONTRACTOR shall be liable for any deficient amount and in the event of enforcement to collect, shall be liable for attorneys' fees and costs.

For purposes of this Agreement, the word "costs" shall include expenses for material, labor and equipment necessary for the performance of this Agreement; expenses for CITY personnel, labor time incurred for collection, bidding processes and other related expenses.

7. Improvements shall be completed and accepted by the City prior to the dates and/or prior to the occurrence of the following events identified in the completion schedule below:

A. Completion Schedule:

1. Common Driveway: Within 90 days of the date of issuance of the first building permit within this development.

2. Landscape: Within 90 days of the date of issuance of the first building permit within this development.

Failure to complete improvements by the times identified in the completion schedule shall constitute non-performance and the PROPERTY OWNER/CONTRACTOR shall be in default of this agreement and the CITY or Surety may remedy the default pursuant to Section 6 of this Agreement.

8. The CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or happening or occurring to the work specified in this agreement prior to the completion and approval of same, nor shall the CITY nor any officer or employee thereof, be liable for any persons or property imposed by reason of the nature of said work or by reason of the acts or commissions of the PROPERTY OWNER/CONTRACTOR, his agents or employees, in performance of said work, but all of said liability shall be assumed by the PROPERTY OWNER/CONTRACTOR. The PROPERTY OWNER/CONTRACTOR further agrees to protect and hold harmless the CITY, its officers and employees, from any and all claims, demands, causes of action, liability, or loss of any sort because of, or arising out of, the acts or commission of the PROPERTY OWNER/CONTRACTOR, his agents and employees, in the performance of this agreement, or use of any patent or patented article, in the performance of said agreement.
By [Signature]
Representative of Boise City
Department of Planning & Development Services

STATE OF IDAHO

COUNTY OF ADA

On this 18th day of September, 2019, before me, a notary public in and for said state, personally appeared Nicole He Womack known to me to be the representative of the Boise City Planning and Development Services Department, Boise City, Idaho, who executed the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

[Seal]
Notary Public for Idaho
Residing at Ada, Idaho
My commission expires: 8/10/2023

By [Signature]
PROPERTY OWNER/CONTRACTOR OR AGENT FOR PROPERTY OWNER/CONTRACTOR

STATE OF IDAHO

COUNTY OF ADA

On this 18th day of September, 2019, before me, the undersigned, personally appeared Michael Todd Keller, known to me to be the PROPERTY OWNER/CONTRACTOR OR AGENT FOR SAME who executed the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

[Seal]
Notary Public for Idaho
Residing at Ada, Idaho
My commission expires: 8/10/2023
AGREEMENT

THIS AGREEMENT made this 18th day of February, 2020, by and between the CITY OF BOISE, a municipal corporation of the State of Idaho, hereinafter called CITY and Turnabout, LLC, the PROPERTY OWNER/CONTRACTOR of that certain are in Ada County, ID, known as 2990 S. Wise Way – ROS17-00007.

IT IS AGREED:

1. The PROPERTY OWNER/CONTRACTOR, for and in consideration of the zoning approval (CUP, CAA, CZC, DRH, CFF, BLD), located at 2990 S. Wise Way – ROS17-00007, hereto agrees to complete, or cause to be completed, the improvements consisting of curb, gutter & sidewalk placement on or before the 11th day of June, 2020 (or in accordance with the completion schedule identified in Section 7) or before such later time as may hereinafter be approved in writing by the CITY.

2. The PROPERTY OWNER/CONTRACTOR shall guarantee such improvements for a period of one (1) year following CITY approval, against any defective work or labor done, or defective materials furnished in the performance of this agreement.

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   A) in compliance with State and City codes;
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6. Prior to the construction or installation of any on-site improvements, the PROPERTY OWNER/CONTRACTOR shall deposit with the CITY a surety bond equaling one hundred and ten percent (110%) of the estimated construction and engineering costs to ensure prompt and faithful performance of this Agreement. For purposes of this Agreement, one hundred and ten percent (110%) of the estimated construction and engineering costs amount to Thirty Three Thousand Four Hundred Ninety Five Dollars and Zero Cents ($33,495.00)
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2. **Landscape:** Within 90 days of the date of issuance of the first building permit within this development.

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By
Representative of Boise City
Department of Planning & Development Services

STATE OF IDAHO

COUNTY OF ADA

On this 27th day of FEBRUARY, 2020, before me, a notary public in and for said state, personally appeared Nicolette Womack known to me to be the representative of the Boise City Planning and Development Services Department, Boise City, Idaho, who executed the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 8-15-2025

By
PROPERTY OWNER/CONTRACTOR OR AGENT FOR PROPERTY OWNER/CONTRACTOR

STATE OF IDAHO

COUNTY OF ADA

On this 26th day of FEBRUARY, 2020, before me, the undersigned, personally appeared Michael T. Keller known to me to be the PROPERTY OWNER/CONTRACTOR OR AGENT FOR SAME who executed the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 10/18/24

DEBRA L WALTERS
COMMISSION #13388
NOTARY PUBLIC
STATE OF IDAHO
Derritt Kerner of Rock Solid Civil, representing CG 13, LLC, is requesting a partial vacation to reduce platted public utility easements located between Lots 2 & 3, Block 8, Lots 7 & 8, Block 8, Lots 1 & 2 Block 9, and Lots 5 & 6 Block 9 of White Clouds Subdivision No. 3 in a R-1C (Single Family Residential) zone.

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Applicable Law:
Idaho Code, Section 50-1306A

VACATION OF PLATS -- PROCEDURE.
(1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the city council if it is located within the boundaries of a city, or the county commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the request to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the city clerk.

(3) When the procedures set forth herein have been fulfilled, the city council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

(5) In the case of easements granted for gas, sewer, water, telephone, cable television, power, drainage, and slope purposes, public notice of intent to vacate in not required. Vacation of these easements shall occur upon the recording of the new or amended plat, provided that all affected easement holders have been notified by certified mail, return receipt requested, of the proposed vacation and have agreed to the same in writing.

Analysis:
The subject parcels were originally approved (PUD14-00029) with 16 townhomes, each with two car garages accessed off an alley-like common lot. The units were attached in clusters of four and identified as townhomes. Subsequently, the development was modified (PUD17-00017) to reconfigure the layout and decrease the number of units to 13. With this series of modifications, perimeter setbacks were revised to accommodate the new structure arrangement, yet the interior setbacks were not clearly identified. A second PUD Modification (PUD20-00012) reduced the interior side setbacks to 0-feet to accommodate the common wall for attached units, and to three-feet between adjacent units. Subsequently, the subdivision plat (White Clouds No. 3) erroneously includes five-foot interior lot-line easements, rather than the three-foot wide easements needed to accommodate the approved layout.

This application is to reduce the platted easements and with a concurrent
application (ROS20-00050) to adjust select interior lot lines within White Clouds Subdivision No. 3. The interior lot line easements will contain only a private downspout collection pipe draining to the central seepage bed in each block, respectively. The internal lot line easements between Lots 2 & 3 Block 8, Lots 7 & 8 Block 8, Lots 1 & 2 Block 9, and Lots 5 & 6 Block 9 will be reduced to 3-feet in width to correct the platting error of 5-foot easement widths. The reduction in easements, in conjunction with the proposed lot line adjustments, will allow for the building footprints to be located on each lot as approved.

All relevant utility and drainage companies have indicated no objection to the partial vacation (reduction) of the easements. As the easements are all internal to the project and will not affect neighbors, and because there are currently no structures on the site, the correction to the easements is de minimis. Vacating the easements will have no adverse effect on the overall development as approved with PUD14-00029, and as modified through PUD17-00017 and PUD20-00012.

**Recommendation:**
The Planning Team recommends that the Boise City Council approve the easement vacation.
May 1, 2020

Re: White Clouds Subdivision No. 3
Easement Reduction & Lot Line Adjustment Narrative

To: City of Boise
Ada County Surveyor

This letter is to summarize our intentions to reduce the platted easements and adjust some interior lot lines within White Clouds Subdivision No. 3. The interior lot line easements will contain only a private downspout collection pipe draining to the central seepage bed in each block, respectively. The internal lot line easements between Lots 2 & 3 Block 8, Lots 7 & 8 Block 8, Lots 1 & 2 Block 9, and Lots 5 & 6 Block 9 should be reduced to 3-feet in width to correct a platting error of larger easement widths. The reduction in easement coupled with the proposed lot line adjustments will allow for the City of Boise PUD (PUD20-00012) approved building footprints to fit on each lot as originally intended. These easement reductions are also approved by a City of Boise PUD modification dated 3/13/20. No utilities will be negatively affected by the proposed easement reduction via a Record of Survey by Sean Sullivan (the platting surveyor). Thank you,

Derritt Kerner, P.E.
Project Civil Engineer
208-391-7682
Derritt Kerner

From: Greg Curtis <gcurtis@nmid.org>
Sent: Tuesday, April 14, 2020 7:28 AM
To: Derritt Kerner
Cc: Mark Kelly; 'Steve Arnold'; sean.sullivan-survey@deainc.com; Paul Huddlestun
Subject: RE: White Clouds 3 / Easement Vacation

Derritt,

NMID has no comments in regard to the request to vacate the utility easements. However, we are still needing the final signatures on the Urban Contract for the delivery of pressurized irrigation water for this system.

Thanks,
Greg

Greg G Curtis
Water Superintendent
Nampa & Meridian Irrigation District Shop
5525 E. Greenhurst Rd. Nampa Idaho 83686
Phone:208-466-0663 Fax:208-463-0183
Website:www.nmid.org

From: Derritt Kerner <dkerner@rocksolidcivil.com>
Sent: Monday, April 13, 2020 4:28 PM
To: Greg Curtis <gcurtis@nmid.org>
Cc: Mark Kelly <Mark@triumphgroup.co>; 'Steve Arnold' <steve@ateamboise.com>; sean.sullivan-survey@deainc.com
Subject: White Clouds 3 / Easement Vacation

Greg – Hope you are doing well and staying healthy. We ran into an building fitment issue at White Clouds Sub No. 3. In order to create the room that we always needed, we are vacating the interior lot line easements along four interior lot lines. These are the only four interior lot lines with easements, and in hindsight, they never should have been platted as easements. They were platted as “public” utility easements no less and thus require we reach out to the “public” utilities to ask their permission to vacate the indicated easements. Only a private downspout collection pipe traverse this area and there should be no public utilities effected. All front and rear setbacks will stay in place and that is where the junction boxes, meters, and service stubs exist. Can I get an email response from you with NMID’s blessing to vacate the interior lot easements. I will use your email response to appease the City as they process and approve the vacation themselves. Thank you so much,

Derritt Kerner, PE
May 12, 2020

Planning & Development Services
Boise City
P.O. Box 500
Boise, ID 83701

RE: SOS20-00015/ White Clouds Sub 3; 1267 N. Cloverdale Road

Dear Planning & Development:

Providing all storm drainage is retained on-site there will be no impact to Nampa & Meridian Irrigation District (NMID). Therefore, no further review will be required at this time.

If any surface drainage leaves the site, NMID requires a filed Land Use Change Application for review prior to final platting. Please contact Elke Adams at (208) 466-7861, or 1503 First St. S. Nampa, ID 83651, for further information.

All private laterals and waste ways must be protected. It is recommended that irrigation water be available to all developments within the NMID. Developers must comply with Idaho Code 31-3803.

Please call with any further questions at (208) 466-0663.

Sincerely,

David T. Duvall
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD/ gnf

Cc:
Office/ File
Date: May 7, 2020

To: Planning and Development Services

From: Mike Sheppard P.E., Civil Engineer II
Public Works Department

Subject: SOS20-00015; 1267 N. Cloverdale Road; Sewer Comments

Upon development of the property, connection to central sanitary sewer is required. Sewers are available in W. Irving Street.

Prior to granting of final sewer construction plan approval, all requirements by Boise City Planning and Development Services must be met.

If you have any further questions, please contact Mike Sheppard at 608-7504.
Hi Derritt,

Thanks for the update. That will work for me.

Best,

Melissa

DeAnn – Thanks for sharing with Melissa for me. Understood on there not being a conflict with sewer.

Melissa – Based on your input, we have changed our plan from eliminating the easements to reducing the easement widths to 3’ wide on either side of those four interior lot lines (see attached). That will give us the wiggle room we need with the building foundations. The downspout collection pipe will be installed after the foundations are poured so there is no risk of it being in the wrong spot. Can I get an acceptance email from you on this easement reduction. I’ll use your email to appease planning as they process this easement reduction. Let me know if you have any questions.

Thank you both!

Derritt Kerner, PE
Good morning Derritt,

It looks like there are no issues with sewer in the those easements, but I do see drainage pipes for the roof drains. I forwarded your email to Melissa Jannusch and she said the easements will need to remain in place for drainage purposes. Based on this response from Melissa, I will have to say that public works does have objections to vacating the easements. If you have questions, please ask Melissa. mjannusch@cityofboise.org

Thanks,
DeAnn

From: Derritt Kerner <dkerner@rocksolidcivil.com>
Sent: Monday, April 13, 2020 4:34 PM
To: DeAnn Brown <drbrown@cityofboise.org>
Cc: Mark Kelly <Mark@triumphgroup.co>; 'Steve Arnold' <steve@ateamboise.com>; sean.sullivan-survey@deainc.com
Subject: [External] White Clouds 3 / Easement Vacation

DeAnn – Hope you are doing well and staying healthy. We ran into an building fitment issue at White Clouds Sub No. 3. In order to create the room that we always needed, we are vacating the interior lot line easements along four interior lot lines. These are the only four interior lot lines with easements, and in hindsight, they never should have been platted as easements. They were platted as “public” easements no less and thus require we reach out to the “public” utilities to ask their permission to vacate the indicated easements. Only a private downspout collection pipe traverse this area and there should be no public utilities effected. All front and rear setbacks will stay in place and that is where the junction boxes, meters, and service stubs exist. Can I get an email response from you stating that Boise Sewer has “No-Objections” to us vacating the interior lot easements. I will use your email response to appease the City Planning as they
Derritt Kerner

From: Steelman, Vic <VSteelman@idahopower.com>
Sent: Friday, April 17, 2020 9:19 AM
To: Derritt Kerner
Cc: Pinkston, Scott
Subject: RE: White Clouds 3 / Easement Vacation

I have looked at this and all j-boxes are in a easement. Good to do away with interior easements you have shown.

From: Derritt Kerner <dkerner@rocksolidcivil.com>
Sent: Friday, April 17, 2020 8:57 AM
To: Steelman, Vic <VSteelman@idahopower.com>
Subject: [EXTERNAL]FW: White Clouds 3 / Easement Vacation

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Vic – Got your message...no problem. Here is the email chain to respond back to. Thank you so much,

Derritt Kerner, PE

ROCK SOLID CIVIL

270 N 27th Street Suite 100
Boise, Idaho 83702-4741
(208) 342-3277 Office Main
(208) 391-7682 Direct
(208) 376-1821 Fax
dkerner@rocksolidcivil.com
www.rocksolidcivil.com

IDAHO / CALIFORNIA / OREGON / WASHINGTON / MONTANA / WYOMING / UTAH / NORTH DAKOTA

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From: Derritt Kerner
Sent: Tuesday, April 14, 2020 1:52 PM
To: Steelman, Vic <VSteelman@idahopower.com>
Cc: Mark Kelly <Mark@triumphgroup.co>; 'Steve Arnold' <steve@ateamboise.com>; sean.sullivan-survey@deainc.com; Pinkston, Scott <SPinkston@idahopower.com>
Subject: RE: White Clouds 3 / Easement Vacation
Vic – Just to clarify per our conversation; All Junction boxes fit and are still covered by the alley fronting easements ranging from 3 to 15-feet in width. The J-Box locations are not within nor are they effected by the side lot easement vacation. Thank you Sir,

Derritt Kerner, PE

ROCK SOLID CIVIL

CIVIL ENGINEERING AND LAND DEVELOPMENT CONSULTING

270 N 27th Street Suite 100
Boise, Idaho  83702-4741
(208) 342-3277 Office Main
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From: Steelman, Vic <VSteelman@idahopower.com>
Sent: Tuesday, April 14, 2020 7:30 AM
To: Derritt Kerner <dkerner@rocksolidcivil.com>
Cc: Mark Kelly <Mark@triumphgroup.co>; ’Steve Arnold’ <steve@ateamboise.com>; sean.sullivan-survey@deainc.com; Pinkston, Scott <SPinkston@idahopower.com>
Subject: RE: White Clouds 3 / Easement Vacation

Give me a call in office on this. 388-6320. I have a j-box at each of these locations of the private road that will have to be covered with a easement.

From: Derritt Kerner <dkerner@rocksolidcivil.com>
Sent: Monday, April 13, 2020 4:11 PM
To: Steelman, Vic <VSteelman@idahopower.com>
Cc: Mark Kelly <Mark@triumphgroup.co>; ’Steve Arnold’ <steve@ateamboise.com>; sean.sullivan-survey@deainc.com
Subject: [EXTERNAL] White Clouds 3 / Easement Vacation

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Vic – Hope you are doing well and staying healthy. We ran into an building fitment issue at White Clouds Sub No. 3. In order to create the room that we always needed, we are vacating the interior lot line easements along four interior lot lines. These are the only four interior lot lines with easements, and in hindsight, they never should have been platted as easements. They were platted as “public” easements no less and thus require we reach out to the “public” utilities to ask their permission to vacate the indicated easements. Only a private downspout collection pipe traverse this area and there should be no public utilities effected. All front and rear setbacks will stay in place and that is where the junction
Derritt Kerner

From: Ostler, Bryce  <BRYCE.OSTLER@intgas.com>
Sent: Tuesday, April 14, 2020 1:26 PM
To: Derritt Kerner
Subject: RE: White Clouds 3 / Easement Vacation

Derritt,

Intermountain Gas has no objection to the vacation of the easements in the White Cloud #3 Subdivision. If you have any question please feel free to contact me.

Bryce Ostler
GIS Technician
(208)377-6812

---

Derritt Kerner, PE

---

From: Derritt Kerner <dkerner@rocksolidcivil.com>
Sent: Tuesday, April 14, 2020 1:22 PM
To: Ostler, Bryce <BRYCE.OSTLER@intgas.com>
Subject: RE: White Clouds 3 / Easement Vacation

** WARNING: EXTERNAL SENDER. NEVER click links or open attachments without positive sender verification of purpose. DO NOT provide your user ID or password on sites or forms linked from this email. **

Bryce – I don’t even need a letter. I just need an email response stating that Intermountain Gas has “No Objections” to the easement vacation. I’ll use that email to appease the City of Boise as they process the vacation for us. Got to check off all the boxes. Thanks!
TO: Mayor and Council
FROM: Nicolette Womack, Planning and Development Services
NUMBER: ORD-20-20
DATE: June 22, 2020
SUBJECT: CAR19-00030 / Ordinance

BACKGROUND:
On January 6, 2020, Planning & Zoning Commission recommended approval.
On February 11, 2020, City Council approved.

FINANCIAL IMPACT:
None.

ATTACHMENTS:
- CAR19-00030_Recorded DA 6-19-20 (PDF)
- CAR19-00030-Exhibit A (Rezone Map) (PDF)
AN ORDINANCE (CAR19-00030 FOR PROPERTY LOCATED AT 9819 & 9831 W SHIELDS AVE) FOR A MINOR MODIFICATION TO A PREVIOUSLY APPROVED DEVELOPMENT AGREEMENT; AMENDING ZONING CLASSIFICATIONS OF THE CITY OF BOISE CITY TO CHANGE THE CLASSIFICATION OF REAL PROPERTY PARTICULARLY DESCRIBED IN SECTION ONE OF THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL (R-1C) TO MEDIUM DENSITY RESIDENTIAL WITH DESIGN REVIEW AND DEVELOPMENT AGREEMENT (R-2D/DA); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the land use zoning classification of the following described lands within the city of Boise City, Idaho, as set forth in Exhibit A (Map) are amended and reclassified from Single Family Residential (R-1C) to Medium Density Residential with Design Review and Development Agreement (R-2D/DA), pursuant to the procedures and requirements of Title 67, Chapter 65, Idaho Code, Title 11, Chapter 6, Boise City Code, and the Boise City Comprehensive Plan, as a result of changed circumstances and to promote the public health, safety and welfare.

Section 2. Pursuant to Idaho Code § 67-6535, the Boise City Council hereby adopts the following Reasoned Statement:

Reasoned Statement
The project complies with Boise City Code Section 11-03-04.2 (Development Agreement). The modifications to the Development Agreement are in compliance with the Comprehensive Plan as the public road extensions are still included in the agreement. This is in compliance with Goal CC2 and NW-C 1.3 which promote an interconnected network of complete streets to alleviate traffic congestion and improve connectivity in existing neighborhoods. Although the previous townhome design was also in compliance with the Comprehensive Plan, modifying the Development Agreement to allow this proposal would also comply with the adjacent R-1C zoning. This is consistent with Goal NAC3.1 (a) as it complements the scale and character of the surrounding neighborhood as well. The modifications are in the best interests of the public convenience and general welfare and comply with the original intent of the Development Agreement which was to establish a road network and an appropriate maximum number of units
for this development. The design has reduced the overall number of units from the original proposal, mirroring the surrounding neighborhood. This also maintains and preserves compatibility with the surrounding zoning and development.

Section 3. The zoning maps of the city of Boise City, Idaho, are hereby changed, altered and amended to include and insert the real property described in Exhibit A hereof in the land use classification therein described.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication.
DEVELOPMENT AGREEMENT

This Agreement is entered into this _1__ day of _JUN-E__ 2020, by and between the City of Boise City, hereinafter referred to as “City,” and Dark Horse Associates, LLC, the owner of the real property described herein (Exhibit A) and the Applicant for Boise City rezone case number CAR19-00030, hereafter referred to as “Developer.”

RECITALS

WHEREAS, the Developer has applied to the City for a conditional rezone to R-2D/DA of the property described herein (Exhibit A) for the purpose of reserving space appropriate for future right-of-way and up to 14 detached single-family homes under application to be made in the future; and

WHEREAS, the City, pursuant to Boise City Code Section 11-03-04.2 and Idaho Code §67-6511A, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which the requested zoning may not be consistent with the Idaho Code and the Boise City Code; and

WHEREAS, the City’s Planning & Zoning Commission and City Council have held public hearings as prescribed by law with respect to the zoning and planned development of the Property and this Agreement; and

WHEREAS, it is the intent and desire of the parties hereto that development of the Property proceed as provided herein, subject to the terms and conditions of this Agreement and the amendments hereto.
NOW THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations herein set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Description and Location of Property; Size of Property; Present Zoning:** This conditional R-2D/DA zone shall apply to the property owned by Developer, hereinafter referred to as “the Property” and specifically legally described in “EXHIBIT A.” The commonly-associated address of the property is 9819 & 9831 W Shields Ave, Boise ID 83714, which are identified as the following parcel(s) R7334190815 AND R7334190820 (Exhibit A). The property is approximately 1.896 acres. The property was formerly zoned by Boise City as R-1C.

2. **Use Permitted by this Agreement:** The uses allowed pursuant to this conditional rezone as reflected in this Agreement are the future dedication of right-of-way for a road to parallel the existing canal on adjacent property, AND the construction of up to 14 detached single family residential homes on individual lots. Developer agrees that this Agreement specifically allows only the uses described and specifically incorporated herein under the conditional R-2D/DA zone. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of the Boise City Code. In the event the Developer changes or expands the use permitted by this Agreement without formal modification of this Agreement as allowed by the Boise City Code, the Developer shall be in default of this Agreement.

3. **Construction of Use in Conditional Zone:** The development and site work shall be constructed in accordance with a Conceptual Site Plan (Exhibit B), to be submitted in the future, but shall nonetheless be consistent with the Development Standards set forth below as well as the original conditions of approval (Exhibit C).

   **Development Standards:** The following items, requirements, and conditions shall be applied to the rezoning the Property to a R-2D/DA zone.

   A. **General:** The future development shall incorporate right-of-way no less than 41’ wide, with sidewalk, curb, and gutter on at least one side of the right-of-
way. The right-of-way, which shall be dedicated to the Ada County Highway District and constructed to its standards, shall traverse the property east to west with the southern boundary of the right-of-way being approximately 103’ north of and parallel to the existing southern boundary of the property.

B. Development Type and Density: The development shall consist of the right-of-way and up to 14 detached single family homes. The overall density of the subject property shall not exceed 16 dwelling units.

C. Property Ingress and Egress: Access to any future lots shall be taken from the right-of-way.

D. Landscaping: Developer shall construct a pathway running from the proposed right-of-way directly south to the southern boundary of the property for future greenbelt access. The exact location and design of this pathway shall be determined with any subsequent development application associated with this area of the project.

Failure to construct the development consistent with this Agreement and the Boise City Zoning Ordinance or construction in variance with this Agreement, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.

4. **Default:** In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fails to faithfully comply with all of the terms and conditions included in this Agreement, this Agreement may be modified or terminated by the Boise City Council upon compliance with the requirements of the Boise City Code.

A. In the event the Boise City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default.
B. In the event the Boise City Council, after compliance with the requirements of the Boise City Code, determines that this Agreement shall be terminated as a result of the default, the zoning of the property shall revert to R-1C. All uses of the Property which are not consistent with R-1C zoning or otherwise approved by the City of Boise shall cease.

C. A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5. **Consent to Rezone:** Developer, Developer's heirs, successors, assigns and personal representatives, by entering into this Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement in connection with the Property, after compliance with the requirements of Boise City Code, that this Agreement shall serve as consent to a rezone of the Property to R-1C zoning, as provided in Idaho Code §67-6511A.

6. **Notices:** Any and all notices required to be given by either of the parties hereto, shall be in writing and be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

   a.) To the City:

   Director, Planning and Development Services Department
   City of Boise City
   P.O. Box 500
   Boise, Idaho 83701-0500
b). To the Developer:
Dark Horse Associates, LLC
Attn: Wendy Klahr
47150 SE 162nd St
North Bend, WA 98045

Either party shall give notice to the other party of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. Developer expressly agrees to notify any successors and assigns of the need to provide City with a current address. In the event any successor or assign fails to provide an address, City obligations of mailing shall be deemed accomplished by use of the address on file with the County Tax Assessor.

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

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

9. Binding Upon Successors: This Agreement shall be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the owner of the property, each subsequent owner and each other person acquiring an interest in the property. This Agreement shall run with the land.
10. **Requirement for Recordation:** The Developer shall record this document, including all Exhibits, prior to the formal adoption of CAR19-00030 by the Boise City Council. Failure to comply with this section shall be deemed a default of this Agreement by the Developer. If for any reason after such recordation the Boise City Council fails to adopt CAR19-00030, City shall execute and record an appropriate instrument of release of this Agreement.

11. **Effective Date:** This Agreement shall not be effective until CAR19-00003 has been approved and published by the City.

12. **Expiration:** This Agreement shall automatically expire 5 (five) years from the date of approval unless the Developer elects to extend this Agreement for an additional period of 5 (five) years, which election shall be made in writing and recorded appropriately. Upon expiration, the property shall revert to the original zoning and all shall be as it was.

13. **Invalid Provisions:** If any provision of this Agreement is held not valid, such provision shall be deemed to be excised there from and the invalidity thereof shall not affect any of the other provisions contained herein.

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

Dated this 14th day of June, 2020.

BOISE CITY
ATTEST:

By: Lauren McLean, Mayor

DEVELOPER

By: Wendy Klaar, Manager/Member
ACKNOWLEDGMENT

STATE OF IDAHO )
) ss.
County of Ada )

On this 6th day of JUNE 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 municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

JEFF T. LOWE
Residing at: BOISE, ID
My commission expires: 8-15-2025

STATE OF WASHINGTON )
) ss.
County of King )

On this 26th day of MAY 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Wendy Klahr, manager of Dark Horse Associates, LLC, known or identified to me to be the person that executed the foregoing said instrument, and acknowledged to me that he/she executed the same.

SUSAN L. COOLEY
Residing at: TUKWALULA WA 98224
My Commission expires: 11/1/21
Exhibit A
Property Legal Description

Lot 15 in Block 3, Randall Acres Subdivision No. 8, according to the plat thereof, filed in Book 13 of Plats at page(s) 805-806, records of Ada County, Idaho.

AND

Lot 16 in Block 3, Randall Acres Subdivision No. 8, according to the plat thereof, filed in Book 13 of Plats at page(s) 805-806, records of Ada County, Idaho.
Exhibit B
Conceptual Site Plan
Exhibit C
Action Letter from Boise City Council
(attached)
February 14, 2020

Wendy Klahr
Dark Horse Associates, LLC
47150 SE 162nd St
North Bend, WA 98045
wdklaahr@gmail.com

Re: CAR19-00030 & SUB19-00066 / 9831 & 9819 W Shields Ave

Dear Applicant:

This letter is to inform you of the action taken by the Boise City Council on your request for a minor modification to the Development Agreement for a planned residential development comprised of 14 single family homes on 1.90 acres located in a pending R-2D/DA (Medium Density Residential with Design Review and Development Agreement) zone. A Preliminary Plat for a residential subdivision comprised of 2 common and 14 buildable lots is also included.

The Boise City Council, at their meeting of February 11, 2020, approved your request. Attached is the Reason for the Decision and Conditions of Approval.

It will be necessary for you to submit a final signed copy of the Development Agreement to our department for recordation.

This final decision by the Boise City Council includes the notice to the applicant of the applicant’s rights to request a regulatory taking analysis pursuant to Idaho Code 67-8003.

Questions can be directed to the assigned planner, Nicolette Womack at (208) 608-7090 or nwoamack@cityofboise.org.

Sincerely,

Cody Riddle
Deputy Planning Director
Boise City Planning and Development Services Dept.

cc: Richard Llewellyn / North West Neighborhood Association / lllewellyn@gmail.com
REASON FOR THE DECISION

Development Agreement Modification
The project complies with Boise City Code Section 11-03-04.2 (Development Agreement). The modifications to the Development Agreement are in compliance with the Comprehensive Plan as the public road extensions are still included in the agreement. This is in compliance with Goal CC2 and NW-C 1.3 which promote an interconnected network of complete streets to alleviate traffic congestion and improve connectivity in existing neighborhoods. Although the previous townhome design was also in compliance with the Comprehensive Plan, modifying the Development Agreement to allow this proposal would also comply with the adjacent R-1C zoning. This is consistent with Goal NAC3.1 (a) as it complements the scale and character of the surrounding neighborhood as well. The modifications are in the best interests of the public convenience and general welfare and comply with the original intent of the Development Agreement which was to establish a road network and an appropriate maximum number of units for this development. The design has reduced the overall number of units from the original proposal, mirroring the surrounding neighborhood. This also maintains and preserves compatibility with the surrounding zoning and development.

Subdivision
As further detailed in the project report, the project complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary and final plat are consistent with the Development Code and the Comprehensive Plan.

Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received November 26, 2019, and the revised plans on December 16, 2019, except as expressly modified the following conditions:

2. CAR19-00003 shall be effective and published before final plat submittal.

3. The following Development Agreement requirements shall be met:

   a. Upon approval of the rezone, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

   b. Within one year of the date City Council approves the rezone, the Development Agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the Development Agreement within the one-year time frame shall automatically render approval of this modification null and void.
c. The Development Agreement shall be revised to reference and attach the updated site plan received on December 16, 2019.

Agency Requirements

4. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District (December 26, 2019);
   b. Boise Valley Irrigation Ditch Co. (December 13, 2019); and
   c. Central District Health Department (December 9, 2019).

5. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   a. Drainage (November 27, 2019);
   b. Sewer (November 29, 2019);
   c. Sewer/Irrigation (November 29, 2019);
   d. Solid Waste (November 29, 2019); and
   e. Street Lights (December 3, 2019).

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

6. The applicant shall comply with all requirements of the Boise Fire Department comments received December 26, 2019. Any deviation from this plan is subject to Fire Department approval. For additional information, contact Ron Johnson at 208-570-6600.

7. The applicant shall comply with all requirements of the Boise City Building Department comments received December 3, 2019.

Subdivision:

8. The following notes shall be placed on the face of the Final Plat stating:

   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD 9-00038 and SUB19-00066.

   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations; unless otherwise approved by PUD19-00038, at the time of issuance of individual building permits.
c. This development is subject to the Covenants, Conditions, and Restrictions (CC&R's) that pertain to this development, to be filed and recorded in the Ada County Recorder's Office.

d. Parking shall be restricted to only one side of Gardener Ln. These areas will be signed for "No Parking".

e. The pedestrian pathway easement shall be dedicated to the public for pedestrian use and access.

9. The Mylar shall include the following endorsements or certifications (I.C. Title 50, Chapter 13). These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder's Office.

a. Signatures of owners or dedicators,

b. Certificate of the Surveyor,

c. Certificate of the Central District Health Department,

d. Acceptance of the Commissioners of the Ada County Highway District,

e. Certificate of the Boise City Engineer,

f. Certificate of the Boise City Clerk,

g. Certificate of the Ada County Surveyor, and

h. Signature of the Ada County Treasurer.

10. The subdivision name shall be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

11. Correct street names as approved by the Ada County Street Name Committee shall be placed on the plat (B.C.C. 11-09-03.4E).

12. A letter of acceptance for water service from the utility providing service is required (B.C.C. 11-09-04.3).

13. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

14. Developer shall provide a letter from the United States Postal Service stating, "The Developer and/or Owner has received approval for location of mailboxes by the United States Postal Service."
Contact: Dan Frasier, Postmaster
770 S. 13th St.
Boise, ID 83708-0001
Phone No.: (208) 433-4301
Fax No. (208) 433-4400

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

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

   a. A letter from the Boise City Fire Department stating that all conditions for
      water, access, and/or other requirements have been satisfied.
      OR

   b. A non-build agreement has been executed and recorded with a note on
      the face of the Final Plat identifying the instrument number.

NOTE: "No Parking" signs shall be installed in accordance with the requirements of
the International Fire Code (BCC 7-0-32, IFC 503.8). Contact the Boise City Fire
Department for sign placement and spacing. Developer may either construct
prior to final platting or post bond in the amount of 110% of the estimated costs
with the Boise City Planning and Development Services Department.

17. Covenants, homeowners’ association by-laws or other similar deed restrictions,
which provide for the use, control and maintenance of all common areas, storage
facilities, recreational facilities or open spaces, shall be reviewed and approved
by the Boise City Attorney. After recordation of the Final Plat and CC&R’s, no
building permit shall be accepted until a copy of the recorded CC&R’s has been
submitted to the Boise City Attorney.

18. Prior to the City Engineer’s Certification of the Final Plat and prior to earth disturbing
activities, an erosion and sediment control (ESC) permit must be obtained. An ESC
plan conforming to the requirements of the Boise City Code, is to be submitted to
the Erosion Control Program Manager for review and approval. No grading or
earth disturbing activities may start until an approved ESC permit has been issued.

19. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of
approval must be satisfied. Approvals must be provided on agency letterhead.

20. Prior to submitting the Mylar of the Final Plat to Boise City, the following
endorsements or certifications must be executed:

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District.
21. Developer shall comply with B.C.C. 11-03-04.4 which specifies the limitation on time for filing and obtaining certification. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

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

22. No Building Permit for the construction of any new structure shall be accepted until the Final Plat has been recorded pursuant to the requirements of B.C.C. 11-09-01. If a Non-Building Agreement is approved by Boise City Fire Department; no building permits shall be submitted until a “Satisfaction of Non-Building Agreement” is recorded.

23. An individual who has attended the Boise City Responsible Person (RP) Certification class, or has obtained Interim Certification for RP shall be identified for this project. A permit will not be issued until such time as the name and certification number of the RP has been provided to Boise City. Contact Erosion Control at 208-608-7100 for more information.

Standard Conditions of Approval

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

25. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

26. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.
27. All landscaping areas shall be provided with an underground irrigation system. Landscaping shall be maintained according to current accepted industry standards to promote good plant health, and any dead or diseased plants shall be replaced. All landscape areas with shrubs shall have approved mulch, such as bark or soil aid.

28. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

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

31. Utility services shall be installed underground.

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

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

34. An Occupancy Permit will not be issued by the Planning and Development Services Department until all of these conditions have been met. In the event a condition(s) cannot be met by the desired date of occupancy, the Planning Director, will determine whether the condition(s) is bondable or should be completed, and if determined to be bondable, a bond or other surety acceptable to Boise City will be required in the amount of 100% of the value of the condition(s) that is incomplete.

35. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.
36. Any change by the applicant in the planned use of the property, which is the subject of this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant, or successors of interest, advise Boise City of intent to change the planned use of the property described herein, unless a variance in said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.

37. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

38. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

40. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
This map is made from data copyrighted by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map. Maps bearing this disclaimer may be photocopied freely. However, use in any digital form requires the written permission of Ada County.

This drawing is to be used only for reference purposes. Boise City is not responsible for any inaccuracies herein contained.
TO: Mayor and Council
FROM: Jennifer Pitino, Legal
NUMBER: ORD-14-20
DATE: March 26, 2020
SUBJECT: Amending Boise City Code Title 6, Repealing Chapter 18

BACKGROUND:

The Idaho Legislature adopted House Bill 614, which preempts explicitly all local ordinances that try to regulate the use of a mobile electronic device by a motor vehicle operator. Additionally, HB0614 states that it preempts the entire field of regulating the use of mobile electronic devices in motor vehicles while driving. Boise City Ordinance 6-20 is thus superseded. Boise City Ordinance 6-20 is being repealed to maintain a current, clear, and effective code.

FINANCIAL IMPACT:

None.
CITY OF BOISE

Ordinance NO. ORD-14-20

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

AN ORDINANCE REPEALING BOISE CITY CODE TITLE 6, CHAPTER 18,
ENTITLED “USE OF MOBILE ELECTRONIC DEVICES WHILE DRIVING” AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, On March 24, 2020, Idaho House Bill 614 was signed into law, and said
legislation preempts explicitly all local ordinances that regulate the use of a mobile electronic
device by motor vehicle operators;

WHEREAS, Boise City Ordinance 6-20 is superseded by House Bill 614.

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

Section 1. That existing Boise City Code Title 6, Chapter 18, shall be, and hereby is,
repealed and stricken from Boise City Code.

Section 2. That this Ordinance shall be in effect immediately upon its passage,
approval, and publication.
Wow Now LLC is requesting to vacate a landscape easement and associated plat notes for Lot 5 of Block 1 of the Nally Springs Subdivision No. 4 on 0.22 acres in a R-1C (Single-Family Residential) zone located at 4557 N Cloverdale Road.

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Page 2      Applicable Law, Analysis and Recommendation
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Page 7      Applicant’s Request Letters
Page 8      Vacation of Plat Note and Easement Application
Page 10     Relinquishment Letter
Page 11     ACHD Letter

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
Applicable Law:
Idaho Code, Section 50-1306A

VACATION OF PLATS -- PROCEDURE.
(1) Any person, persons, firm, association, corporation or other legally recognized form of business desiring to vacate a plat or any part thereof must petition the City Council if it is located within the boundaries of a City, or the County Commissioners if it is located within the unincorporated area of the county. Such petition shall set forth particular circumstances of the request to vacate; contain a legal description of the platted area or property to be vacated; the names of the persons affected thereby, and said petition shall be filed with the City Clerk.

(2) Written notice of public hearing on said petition shall be given, by certified mail with return receipt, at least ten (10) days prior to the date of public hearing to all property owners within three hundred (300) feet of the boundaries of the area described in the petition. Such notice of public hearing shall also be published once a week for two (2) successive weeks in the official newspaper of the city, the last of which shall be not less than seven (7) days prior to the date of said hearing; provided, however, that in a proceeding as to the vacation of all or a portion of a cemetery plat where there has been no interment, or in the case of a cemetery being within three hundred (300) feet of another plat for which a vacation is sought, publication of the notice of hearing shall be the only required notice as to the property owners in the cemetery.

(3) When the procedures set forth herein have been fulfilled, the city council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

(5) In the case of easements granted for gas, sewer, water, telephone, cable television, power, drainage, and slope purposes, public notice of intent to vacate is not required. Vacation of these easements shall occur upon the recording of the new or amended plat, provided that all affected easement holders have been notified by certified mail, return receipt requested, of the proposed vacation and have agreed to the same in writing.

Analysis:
The Nally Springs Subdivision No. 4, recorded in 1996, includes a landscape easement and associated plat notes for Lot 5, Block 1 of the Subdivision. The existing home on the subject parcel was built facing Cloverdale Road in 1946. When Nally Springs Subdivision No. 4 was platted, the owners of Lot 5, Block 1 were not interested in remodeling their home to take access from the newly created local street, Acura Avenue. Instead, it was determined that a 20’ landscape easement would be an appropriate measure to screen the backyard of the existing home from the new subdivision development. Traffic on Cloverdale Road has increased significantly, and the existing driveway access at this location has created safety concerns.
The owners of Lot 5, Block 1 would like to remodel the home to access and face Acura Street, necessitating a plat note and easement vacation. The plat notes which will be vacated for this lot include:

- **Note 10**: Direct lot access to N. Cloverdale Road except for Lot 5, Block 1 is prohibited unless specifically allowed by the Highway District and Boise City.
- **Note 12**: Vehicular access from N. Acura Ave. is prohibited across the 20’ landscape easement. Fence heights for Lot 5, Block 1, within the 20’ landscape easement shall be 3’ for solid screen type fencing and 4’ for non-screen type fencing.

The affected easement is reserved for the Homeowners Association (HOA) for landscaping. The necessary relinquishment letter has been provided from the HOA indicating that they have no objection to vacating the easement and plat notes. Furthermore, the request will eliminate a driveway access onto an arterial roadway as supported by City of Boise and Highway District policies. The applicant will be required to close the existing driveway onto Cloverdale Road and to install 7-foot wide attached sidewalk to match existing conditions north and south of the driveway.

**Recommendation:**
The Planning Team recommends approval of the requested vacation of easements and plat notes as it applies to Lot 5, Block 1 of Nally Springs Subdivision No. 4.
PLAT
OF
NALLY'S SPRINGS SUBDIVISION NO. 4

A PORTION OF THE NE 1/4, NE 1/4, SECTION 33,
T.4N., R.16E., B.M.
BOISE, ADA COUNTY, IDAHO
1996

SCALE IN FEET
" = 50'

LEGEND
1. BOUNDARY LINE
2. LOT LINE
3. EASEMENT BOUNDARY
4. CENTER LINE
5. BRASS CAP
6. SET 6'/5" X 20" IRON PIN W/PLASTIC CAP
7. SET 1'/5" X 24" IRON PIN W/PLASTIC CAP
8. FD. 6'/5" IRON PIN W/PLASTIC CAP
9. FD. 1'/5" IRON PIN W/PLASTIC CAP
10. DATA OF RECORD

NOTES
1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE ZONING
   REQUIREMENTS AND THE ZONING REGULATIONS OF THE BUILDING PERMIT,
   OR AS APPROVED BY CONDITIONAL USE.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE
   ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
3. PLAT APPROVAL WILL COMPLY WITH THE ZONING REGULATIONS OF
   SECTION 31-386 OF THE IDAHO CODE.
4. ALL LOTS ARE HERETOFORTI DEEMED TO HAVE A PERMANENT PUBLIC
   UTILITIES, DRAINAGE, IRRIGATION, AND CITY STREET LIGHT EASEMENT
   OVER THE PERIOD OF EIGHT FEET ALONG THE BACK OF EACH LOT.
5. NO HIGHWAY WILL CROSS THE COMMON INTERIOR LOT LINE.
6. A TYPICAL (15) FOOT PERMANENT PUBLIC UTILITIES, DRAINAGE,
   AND IRRIGATION EASEMENT IS HERETOFORTI DEEMED ALONG THE NORTHERN
   AND SOUTHERN LOT LINE.
7. A TYPICAL (15) FOOT PERMANENT PUBLIC UTILITIES, DRAINAGE,
   AND IRRIGATION EASEMENT IS HERETOFORTI DEEMED ALONG THE SOUTHERN
   SUBDIVISION BOUNDARY.
8. NO HIGHWAY PROPERTY SHALL BE ISSUED ON ANY LOT IN THIS SUBDIVISION
   UNLESS THE PROERITIES OF THIRD-PARTY PRIVATE EASEMENTS HAVE BEEN
   PLATTED OR ACCEPTED BY THE CITY OF BOISE.
9. ACCESS TO LOT 3, BLOCK 2 IS RESTRICTED TO COMMON DRIVEWAY/EASEMENT.
10. DIRECT LOT ACCESS TO N. CLOVERLEAF ROAD EXCEPT FOR LOT 5, BLOCK 1 IS
     PROMPTED UNLESS SPECIFICALLY ALLOWED BY THE HIGHWAY DISTRICT AND BOISE
     HIGHWAY DEPARTMENT.
11. THE "NO-LANDSCAPE" EASEMENTS ON LOTS 3, 7, 11, AND 15 ARE HERETOFORTI
     DEEMED 10' WIDE UNLESS SPECIFICALLY ALLOWED BY THE HIGHWAY DISTRICT
     FOR LOTS 3, 5, 7, 11 AND 15 TO BE 24' WIDE THAT IS EASEMENT SHOWN AT THE
     LAND. THE DRIVEWAY SHALL BE MAINTAINED BY THE HOMEOWNERS HAVING ACCESS
     FROM THE DRIVEWAY.
12. VEHICLE ACCESS FROM N. AUDRA AV. IS PROMPTED ACROSS THE 20' LANDSCAPE
     EASEMENT. TYPICAL HEIGHTS FOR LOT 5, BLOCK 2, WITHIN THE 20' LANDSCAPE
     EASEMENT, SHALL BE 3' FOR WOOD SCREEN TYPE FENCING AND 7' FOR FARMHOUSE
     TYPE FENCING.
Easement Vacation Exhibit

Lot 5,
Block 1
Landscape Easement

Subject Property
Lot 5,
Block 1

Landscape Easement

Attachment: CC_Project Report_ June 30, 2020_SOS20-00011 (Wow Now LLC)
Packet Pg. 784
March 4, 2020
TLS Job No. 4609

Boise City Planning and Development
150 N. Capitol Blvd.
Boise, Idaho 83702

Nally's Springs Sub. No. 4 Easement and Note Vacation

The owners of Lot 5 Block 1 wish to vacate the 20' Landscape Easement as shown on the Plat of Nally's springs Sub. No. 4 along the frontage of N. Acura St. They also wish to vacate Notes No. 10 and 12 as they apply to said Lot 5. The house on Lot 5 is the "original" owners house for the land known as Nally's Springs Sub. No. 1 thru 4. As such their access and orientation was from Cloverdale Road. At that time, they did not want to "remodel" their house to change the orientation away from Cloverdale Road. They envisioned the 20' landscape easement along N. Acura Way as a screen for their back yard from the new subdivision development. At the time the access from N. Cloverdale Road was bearable and didn't represent a safety problem for them. Since then, 1996, Cloverdale Road has become a major Arterial and access has become a safety issue.

The new owners wish to remodel the house and in doing so eliminate the access to North Cloverdale and reorient the house to front on N. Acura Way. In so doing they will become a part of the Nally's Springs neighborhood rather than isolating themselves. In order to achieve these goals, they need to vacate the portions of the Plat as noted above.

Respectfully

[Signature]

Patrick A. Tealey
PLS #4347
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: 4557  Prefix: N  Street Name: CLOVEBOARE
Subdivision: Haun's Springs No. 4  Block: 1  Lot: 5  Section: 33  Township: 4N  Range: 1E
Primary Parcel Number: 85973520040  Additional Parcels: 

Applicant Information

First Name: BRETT  Last Name: ANDERSON
Company: Wow Now LLC  Phone: 208-794-5986
Address: 4557 N CLOVERDALE  City: BOISE  State: IDAHO  Zip: 83713
E-mail: BRETTANDERSON35@GMAIL.COM  Cell:  

Agent/Representative Information

First Name: Pat  Last Name: TEALEY
Company: TEALEY'S LAND SURVEYING  Phone: 208-385-0636
Address: 12594 EXPLORER  City: BOISE  State: IDAHO  Zip: 83713
E-mail: PTEALEY@TEALEYS.COM  Cell:  

Role Type:  

Owner Information

Same as Applicant?  Yes  No  

First Name:  Last Name: 
Company:  Phone: 
Address:  City:  State:  Zip: 
E-mail:  Cell:  Fax: 

City of Boise Planning & Development Services
P.O. Box 500 - 150 N. Capitol Blvd - Boise, Idaho 83701-0500
Phone 208/384-3830 Fax 208/384-3814 TDD/TTY 800/377-3529
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: __________________________

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.

Applicant/Representative Signature ____________________________

Date 3/4/20
June 11\textsuperscript{th}, 2020

Cody Riddle
City of Boise
150 N Capitol Blvd, 2\textsuperscript{nd} Floor
Boise ID 83702

RE: 4557 N Cloverdale Rd

Mr Riddle,

I write on behalf of the Nally's Springs Homeowners Association ("the Association").

The Association has reviewed all documentation related to the proposed Vacation of Plat Note and Easement Case SOS20-00011 relating to the aforementioned address and find that we are in complete approval and support of this vacation request.

Sincerely,

\underline{Amy Schelling}

Amy Schelling
President Nally's Springs Homeowners Association, Inc
C/O Snake River HOA Management
845 # Fairview Ave ste. 120
Meridian ID 83642
208-855-0505
March 19, 2020

To: Tealey’s Land Surveying
    Pat Tealey
    12594 Explorer Street, Ste. 150
    Boise, ID  83713

Subject: BOI20-0130/ SOS20-00011
    4557 N Cloverdale Road
    Vacation of Landscape Strip to provide access to local street and close existing access onto Cloverdale Road

In response to your request for comment, the Ada County Highway District has reviewed the submitted application and site plan for the item referenced above. It has been determined that ACHD has site specific conditions of approval for this application.

A. Findings of Fact

1. Right-of-Way
   a. Existing Conditions: Cloverdale Road is improved with 2-travel lanes, and no curb, gutter or sidewalk abutting the site. There is 85-feet of right-of-way for Cloverdale Road (48-feet from centerline).

   b. Policy
      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.

      Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.
c. **Applicant’s Proposal:** The applicant is proposing to vacate the landscape easement between the site and Acura Avenue, a local street, in order to construct a driveway onto Acura Avenue.

The applicant is proposing to close the driveway access onto Cloverdale Road from the site.

d. **Staff Comments/Recommendations:** Staff is in support of the applicant’s proposal to vacate the existing landscape easement located on Lot 5, Block 1 of the Nally’s Spring Subdivision No. 4.

Cloverdale Road between Ustick Road and McMillan Road was re-constructed and improved to 5-lanes with vertical curb, gutter, and 7-foot wide attached concrete sidewalk in 2019. Therefore, the applicant should be required to close the existing driveway onto Cloverdale Road located approximately 174-feet north of Goldenrod Drive (measured centerline to centerline) with vertical curb, gutter, and 7-foot wide attached concrete sidewalk to match existing conditions north and south of the driveway.

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 208.387.6258 (BOI20-0130) for details.

2. **Driveways – Acura Avenue**
   a. **Policy**
      
      **Driveway Paving Policy:** Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

   b. **Applicant’s Proposal:** The applicant is proposing to construct a new driveway onto Acura Avenue from the site.

   c. **Staff Comments/Recommendations:** The applicant should be required to pave the driveway its entire width and at least 30-feet into the site beyond the edge of pavement of Acura Avenue.

**B. Site Specific Conditions of Approval**

1. Close the existing driveway onto Cloverdale Road located 174-feet north of Goldenrod Drive with vertical curb, gutter, and 7-foot wide attached concrete sidewalk to match existing conditions north and south of the driveway.

2. Pave the driveway onto Acura Avenue from the site its entire width and at least 30-feet into the site beyond the edge of pavement of the roadway.

3. A Traffic Impact Fee may be assessed by ACHD and will be due prior to issuance of a building permit. Please contact the ACHD Planner (see below) for information regarding impact fees.

4. Plans shall be submitted to the ACHD Development Services Department for plans acceptance, and impact fee assessment (if an assessment is applicable).

5. Comply with the Standard Conditions of Approval as noted below.
C. Attachments

1. Vicinity Map
2. Site Plan
3. Standard Conditions of Approval
4. Appeal Guidelines

If you have any questions, please feel free to contact me at (208) 387-6171.

Sincerely,

[Signature]

Stacey Yarrington
Planner III
Development Services

cc: Project File
City of Boise (via email)
Wow How, LLC (via email)
SITE PLAN
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.
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.
TO: Mayor and Boise City Council  
FROM: Cody Riddle, Deputy Planning Director  
PREPARED BY: David Moser, Associate Planner  
HEARING DATE: June 30, 2020  
RE: CAR20-00001 / Development Agreement / 2507 W. State Street  

A development agreement modification of the 0.32-acre subject property zoned PC-D/DA (Pedestrian Commercial with Design Review and Development Agreement) located at 2507 W. State Street.

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Page 97 Draft Development Agreement Modification

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
BACKGROUND & SUMMARY OF PLANNING & ZONING COMMISSION ACTION

On March 2, 2020, the Planning and Zoning Commission approved a planned residential development with variances from the side yard setbacks for a 10-unit development comprised of two three-story buildings along State Street with alley loaded parking. In addition, the Commission recommended approval to modify the existing Development Agreement (DA). The subject property is a 0.32 acre parcel in a PC-D/DA (Pedestrian Commercial with Design Review and Development Agreement) zone located at 2507 W. State Street. Several neighbors expressed concerns with the project at the Planning and Zoning Commission hearing. These concerns included the increase in the amount of traffic along the alley, allowing direct vehicle access to the alley and the removal of the requirement for a CMU wall along the alley. However, the planned residential development and variance approvals were not appealed.

In 2000, the site and the surrounding properties located at the corner of 27th Street and State Street were rezoned to Pedestrian Commercial with Design Review and a Development Agreement. The intent was to develop this section of State Street with a planned commercial development comprised of office buildings. However, only a portion of the project located at this intersection was constructed in accordance with the conceptual plan. The remainder of the property was never developed, and these remaining properties were sold. The sale of these parcels has hindered the subject property since its development is contingent upon these adjacent properties providing cross access. Under the current DA requirements, the subject property is effectively land locked since it cannot access State Street or the alley. In addition, the adjacent property owners are not required to provide cross access until such time that they redevelop.
Therefore, in order to develop the subject property, the applicant requests to modify the DA to allow:

1. different types of building designs (e.g. a modern and urban design),
2. change the conceptual plan,
3. allow alley access for the subject property, and
4. remove the requirement for a solid CMU wall along the alley.

These requirements were initially included in the DA in order to ensure consistent design through the project, reduce the impacts on the adjacent residential neighborhood, and promote cross access throughout the development.

These DA modifications are consistent with the Comprehensive Plan. Principle GDP-MU.5 encourages a variety of building features, such as varied materials, architectural detailing, façade articulation and varied building heights and scale. Granting the subject property access to the alley is supported by the Comprehensive Plan. There are several principles that support concentrating access points (i.e. from alleys) as a means to reduce conflicts between pedestrian and vehicles. In addition, direct access to State Street is discouraged by the Comprehensive Plan and prohibited by the Ada County Highway District (ACHD). The modification to remove the CMU wall requirement is consistent with the site design standards. In addition, the DA currently exempts the construction of the CMU wall along the alley within the clear vision triangles and egress/ingress access points. As such, given the location of the access point and associated clear vision triangles the wall cannot be constructed along a majority of the rear property line. As a result, only a small section of wall (i.e. ~5 feet in length) would be required along the west side of the rear property line adjacent to the alley and where the trash enclosure is located. The walls surrounding the trash enclosure outside of the clear vision triangle will be 5 feet in height and will provide screening along this section of alley.
These modifications are in the best interest of the public convenience and general welfare. In particular, the site is located along a principle arterial roadway (i.e. State Street), which is a Gateway corridor. Allowing the subject property alley access would limit the number of access points onto an arterial roadway and promotes a better site design.

CONCLUSION & RECOMMENDATION
The Planning and Zoning Commission recommended approval based on the following reason statement:

Reason for Decision
The project is consistent with the approval criteria of Section 11-03-04.3 of the Boise City Development Code (Rezone). The modification to allow for an urban building design and alley access for the property is consistent with Blueprint Boise as it designates the subject property as “Mixed Use” on the Land Use Map. Principle GDP-MU.5 encourages a variety of features, such as varied materials, architectural detailing, façade articulation and varied building heights and scale within mixed use designations. The project incorporates varied materials and architectural detailing that is consistent with an urban design and is compatible with properties located along principle arterial roadways (i.e. State Street), which is a Gateway corridor. In addition, there are several principles that support concentrating access points (i.e. from alleys) as a means to reduce conflicts between pedestrian and vehicles (Principles GDP-C.4 and GDP-C.G.2). Allowing the subject property alley access would limit the number of access points onto an arterial roadway and promotes a better site design that addresses the street frontage. The modification is in the best interest of the public convenience and compatible with the adjacent neighborhood. Promoting residential uses with a variety of architectural features is encouraged.
March 3, 2020

Travis Perry
Core Building Co.
1300 E State St
Eagle, ID 83616
travis@corebuildingco.com

Re: CAR20-00001, PUD20-00002 & CVA20-00003 / 2507 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 requests for a modification of a development agreement and a conditional use permit for a planned residential development comprised of 10 multi-family units on 0.32 acres located in a PC-D/DA (Pedestrian Commercial with Design Review and Development Agreement) zone. A variance from the side yard setbacks is included.

The Boise City Planning and Zoning Commission, at their hearing of March 2, 2020, approved your conditional use & variance permit requests, based on compliance with the attached Reason for the Decision and Conditions of Approval.

May we also take this opportunity to inform you of the following:

1. This conditional use approval will not take effect until after the appeal period has lapsed.

2. The decision of the Boise City Planning and Zoning Commission may be appealed to City Council within ten (10) calendar days from the issuance of this decision. The appeal must be written, accompanied by the appropriate fee, and submitted to the Planning and Development Services Department prior to the deadline set forth herein. Appeal application forms are available in the Planning Department or online under Applications at: http://pds.cityofboise.org/.

3. All appeals of this conditional use permit must be filed by 5:00 P.M., on March 12, 2020.

4. If this Conditional Use Permit is not acted upon within two (2) years, it will become null and void without further notification from this Department.

This letter constitutes your Conditional Use Permit & Variance Permit requests.
On **March 2, 2020**, the Boise City Planning & Zoning Commission **recommended** to the Mayor and Boise City Council **approval** of the 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) 608-7087 or dmoser@cityofboise.org.

Sincerely,

David Moser  
Associate Planner, Current Planning and Subdivisions  
Boise City Planning and Development Services

DM/mh  
cc:  Ward Schwider / Architectural Productions / schwider1@gmail.com  
Mark Baltes / North End Neighborhood Association / mark@landmark-impressions.com  
Jason Durand / West End Neighborhood Association / jasonadurand@gmail.com
**Reason for the Decision**

**Development Agreement**
The project is consistent with the approval criteria of Section 11-03-04.3 of the Boise City Development Code (Rezone). The modification to allow for an urban building design and alley access for the property is consistent with Blueprint Boise as it designates the subject property as “Mixed Use” on the Land Use Map. Principle GDP-MU.5 encourages a variety of features, such as varied materials, architectural detailing, façade articulation and varied building heights and scale within mixed use designations. The project incorporates varied materials and architectural detailing that is consistent with an urban design and is compatible with properties located along principle arterial roadways (i.e. State Street), which is a Gateway corridor. In addition, there are several principles that support concentrating access points (i.e. from alleys) as a means to reduce conflicts between pedestrian and vehicles (Principles GDP-C.4 and GDP-CG.2). Allowing the subject property alley access would limit the number of access points onto an arterial roadway and promotes a better site design that addresses the street frontage. The modification is in the best interest of the public convenience and compatible with the adjacent neighborhood. Promoting residential uses with a variety of architectural features is encouraged.

**Planned Unit Development**
The project is consistent with the approval criteria of Section 11-03-04.7(C7) of the Boise City Development Code (Planned Unit Development). The multi-family residential project is compatible with the general neighborhood. The addition of a multi-family project will support the variety of uses along State Street and a nearby activity centers. This modified project will provide a transition between the major transit corridor and the single-family neighborhood to the south. With the attached conditions of approval from commenting agencies, the use will not place an undue burden on the transportation system or other services in the vicinity.

The site is large enough to accommodate the use and will not adversely affect other property in the vicinity. The proposed use is supported by Blueprint Boise, the State Street Corridor Transit Oriented Development Policy Guidelines, and the Citywide Design Standards and Guidelines. The Comprehensive Plan’s Goal PDP 1.1 identifies major travel corridors as a priority for infill. Principle GDP-MU.2 encourages housing within activity centers so residents can walk or take transit to shops, services and jobs. Principle IDP-MU.1 also encourages the mix of uses to help existing centers revitalize over time. Lastly, with the site zoned PC (Pedestrian Commercial) and the overlying Development Agreement, Principle GDP-MU.4 is achieved due to the improved streetscape encouraging safe pedestrian access and the parking placed behind the buildings.

**Variance**
The project is consistent with the approval criteria of Section 11-03-04.14(C7) of the Boise City Development Code (Variance). There are exceptional circumstances which justify the granting of the variance. The exceptional circumstance associated with the site is that these adjacent properties are zoned PC-D/DA and part of the overall conceptual development detailed within the Development Agreement.
As such, it is anticipated that these properties will redevelop in a similar fashion as the subject property. The Comprehensive Plan does not specifically address variances. However, the variance to the side setback will facilitate higher density residential development on the subject property. The Comprehensive Plan supports a higher density project along State Street (i.e. a transit corridor) and near activity centers (Policies CC 9.1 and NAC 2.2). The variance will not be materially detrimental to the public health, safety or welfare, or injurious to the property or improvements of other property owners.

Conditions of Approval

Site Specific

1. Compliance with the plans and specifications submitted to and on file in the Planning and Development Services Department date received January 30, 2020, except as expressly modified by Design Review and the following conditions:

2. Each unit shall have a minimum of 100 square feet of private open space.

3. The streetscape shall have a 10-foot landscape strip from back of curb, to include a minimum of two Class II trees, and a 10-foot sidewalk.

4. Ten bicycle spaces shall be provided onsite.

5. Two parking spaces shall be removed and converted to landscape adjacent to the alley.

6. Upon redevelopment of the adjacent properties, the southern parking spaces shall be modified to provide cross access for the parcel to the east and west.

7. Upon approval of the Development Agreement Modification, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

8. Within one year of the date City Council approves the Development Agreement Modification, 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.

9. The parking spaces along the east property line shall not overhang the landscape buffer.

Agency Requirements

10. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
a. Ada County Highway District (February 25, 2020); and  
b. Boise City Fire Department (February 21, 2020)

11. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

a. Sewer (February 3, 2020);  
b. Solid Waste (February 3, 2020);  
c. Drainage (February 3, 2020)  

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

**Standard Conditions of Approval**

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

13. Vision Triangles, as defined by the Development Code, shall remain clear of sight obstructions.

14. 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.

15. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

17. 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.

18. Utility services shall be installed underground.
19. 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.

20. 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.

21. 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.

22. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid.

23. 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.

24. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

25. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

26. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.
27. 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:
CAR20-00001 / CORE BUILDING CO.
and
PUD20-00002 & CVA20-00003 / CORE BUILDING CO.
2507 West State Street

TRANSCRIPT OF RECORDED PUBLIC HEARING
MONDAY, MARCH 2, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
BOB SCHAFER, CO-CHAIR
MILT GILLESPIE
JANELLE FINFROCK
JIM BRATNOBER
BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:
VICTORIA HILLES
CHAIRMAN STEAD: So moving on to Item No. 10.

This is CAR20-1, Core Building Co. at 2507 West State Street. Also, PUD20-2 and CVA20-3. It's a modification of a development agreement and a conditional-use permit for planned residential development. So we'll hear from staff now, again.

Mr. Moser, please.

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

The Applicant as you noted, is requesting a modification of development agreement, a conditional-use permit for a planned development comprised of 10 multi-family units, located on 0.32 acres at 2507 West State Street in a PC-D/DA zone. That is pedestrian-commercial with a Design Review overlay, and there's a development agreement attached to it. A variance from the side yard setback is included with this application.

In 2000, the property between 25th and 27th Street along State Street was rezoned to PC-D/DA with the exception of the parcel, right there, at the intersection of 25th and State Street. That parcel was not included in that...
original development. The intent of the development agreement at that time was to develop the entire site with a commercial project, according to the conceptual plan of the DA. However, only Saint Mary's Crossing was constructed, and the remaining three parcels to the east were not developed and then were sold individually, which has hindered the development of this site since.

In 2017, a similar project was approved for the subject property, which included 11-unit planned-unit development. However, this property, or this development, was not acted upon and it expired back in 2019.

And from the aerial photograph, you can see the surrounding area is comprised of a residential neighborhood with the exception of the properties along the south side of State Street adjacent to the site. Saint Mary's Crossing is a mix of commercial and pedestrian uses, and there are other commercial uses across 27th Street and the 27th Street intersection, and then there are offices adjacent to the site and along 25th Street and State. State Street is a principal, arterial roadway and is also a gateway corridor.

As you can see from the land-use and
zoning maps, the property is located within a mixed-use land use designation, and it is zoned PC-D/DA. I would also note that there are several activity centers in close proximity to the site: Two along State Street; one at the intersection of Whitewater Boulevard (sic) and State Street, which is about a half-a-mile to the northwest of the property; and then one at 18th Street and State, which is about a half-mile to the southeast; and then there is one in very close proximity at the intersection of Stewart and 27th street, which is less than an eighth-of-a-mile away from the property. The Comprehensive Plan anticipates and encourages this type of residential development in close proximities to these type of activity centers.

The development agreement modification also would allow the property to use the alley, and it would change the design standards, allowing for a more modern design on the site, and then it would modify the conceptual plan within the DA to allow this type of use. These changes are consistent and compatible with the required findings as per code. Without alley access, this property would be difficult to develop.
Also, I would note that alley access would encourage a type of development that the Comprehensive Plan wants to see along State Street by pushing the buildings out toward the street frontage, putting the parking behind the building and allow access from the alley as well.

A condition of approval will require that the subject property provide cross-access with the adjacent properties to the east and to the west when they redevelop. Our Comprehensive Plan encourages a variety of architectural styles along gateways and commuter corridors. In addition, the application and the Applicant will have to go through a Design Review application process.

This is the diagram showing the site plan and the elevations of the project. The project consists of two five-plex buildings along State Street with covered parking spaces behind the buildings, which is encouraged by the Comprehensive Plan. The two buildings are separated from each other by approximately 1,400 square feet of open space, about 30 feet distance, and they are three stories in height.

The project will improve the street
frontage along State Street with a 10-foot wide detached sidewalk and a 10-foot wide landscape buffer, which is consistent with the PC design standards and matches the street improvements in front of Saint Mary's, abutting the site.

The front entrances of the ground floor dwelling units and the clubhouse will have direct access onto the sidewalk. The site is large enough to accommodate the planned residential development. The ground floor units will provide 100 square feet of open space in the area between the buildings, the upper-floor units will provide 100 square feet of open space within the balconies. The site design also provides a 500 square foot common room on the ground floor as an amenity for the residents.

The project density's 31.25 units an acre, and the PC zone allows up to 43.5, so it meets the density of the zone. With the exception of the requested variance for the side yard setbacks, the setbacks will be met, and it will meet all the required parking standards.

As for the variance, the Applicant is requesting a variance for the building and the
carports to encroach 5 feet into the side yard
setbacks. A 10-foot setback is normally required
along the east and west property boundaries, since
these adjacent properties currently contain residential uses.
The exceptional circumstance
associated with the site is that these adjacent
parcels are zoned PC-D/DA and are included in the
overall conceptual plan of the development agreement.
As such, it is anticipated that they will redevelop in
a similar fashion to the subject property and
develop in a way that is consistent
with the pedestrian commercial zone. In addition,
historically, these adjacent properties have been
occupied by both residential and commercial uses.

So in conclusion, the Planning Team
recommends approval of the DA modification, the PUD,
and the variance, since they comply with the required
findings as per code. The Commission makes final
decision on the PUD and the variance and makes
recommendation to City Council on the DA modification.

Thank you.

CHAIRMAN STEAD: Thank you, Mr. Moser.

We'll now hear from the Applicant. We'll
start with 10 minutes, if that sounds like it'll be
okay.
WARD SCHWIDER: Good evening, Madam Chair, Counsel or Commission. My name's Ward Schwider. My address is 1716 North 32nd, and this project has been 16 years in the making for me. I'm the architect, originally, on two projects before, and I've been going along ever since, thinking, Someday, I'm going to fill in that hole on State Street, so...

Yeah, the builder's kind of a friend of mine, and we -- I've wrestled with all kinds of versions to try to get that set of buildings, or, like, 11 units, to fit on that site. It's been quite a challenge, but I think I finally have something that we're going to get through. We did do one PUD in 2017, but this next one -- I believe there's a change in the parking. We have to reduce our parking by two spaces, as I understand it. And so that's the one thing that I think we would like to keep is maybe the parking. It would be the only thing that we would like to have is more guest parking or something. But other than that, I think we're okay with all the restrictions and design. I think it works.

And just the variance is our only real concern, because -- yeah. Back when I designed it the first time in 2017, it was office on both sides, and
then it changed to residential on the next go around so -- and that site is very small; it's only 75 feet wide by 175, so I'm very restricted on my sides. I can't come off of State Street, so I have to use what I can on the side setbacks. That's my constraint. So that's all I have.

CHAIRMAN STEAD: Thank you.
WARD SCHWIDER: [Unintelligible].
CHAIRMAN STEAD: Thank you so much.

NEIGHBORHOOD ASSOCIATION
CHAIRMAN STEAD: Do we have anybody here from the West End Neighborhood Association?
No. Okay. Seeing none. We will go to questions from the Commission for the staff or the Applicant.
Okay. You guys good? No questions?
Okay. No questions.

PUBLIC TESTIMONY
CHAIRMAN STEAD: So we have one person on the sign-up sheet, Mike Sciscoe.
CHAIRMAN STEAD: Thank you, sir.
MIKE SCISCOE: Thank you, Madam Chairman and the members of the Committee. I have some big, grave concerns about the use of the alley.
CHAIRMAN STEAD: Mr. Sciscoe, can you please
start with your name and address. Thank you.

MIKE SCISCOE: Oh. Of course I can. My address is 2506 West Davis, and my house would be -- at least for this first property, I'm just off to the southeast of it.

I believe he's -- there's a plan to build another one just like this right next to it, on the east side. I don't know if that's been addressed at all in this, but the Ada County Highway District has that as 15, 16 feet wide. The drawings show 15.5 on the alley. It's only 13.5. I went out and measured from the inside of the post from this -- here's the alley -- over to the brick wall at Saint Mary's Crossing. That's 8-foot high.

It's only one-way when you go out on the west end. You can only turn right onto State Street -- or onto 27th to get to State Street. And according to the findings and facts on here, it says it's estimating 55 more cars per day. Of course, that wouldn't be on State Street, that would be on the alley. And that's just for one unit, not two. And so that's one of my main concerns on there is all the traffic going up our al.

Another concern I have with this is that the height of these units are to the tops of these fascia is 29 feet 7 inches. All the houses, you know,
our neighborhood on the other side of State Street, they're all single-level homes, starting down with 21st Street up. Yes, there are a few commercial buildings, and Saint Mary's, I think, is two stories. The one on the corner of 25th and State is two-story as well. Then, of course, you have Saint Mary's church there. And those are the three that are the closest proximity and the largest ones as far as height goes. The way the design is on there is that it would be blocking -- you know, it's going to be looking down into all of our backyards, for one.

My main concern, though -- of course though, is the traffic. I noticed in the findings and facts on here there's a future 20-foot cross-access about -- behind all of those properties, but that would take out some of the parking that they have, and I'm really not sure. It goes all the way from Saint Mary's, through the triplex, to the property that we're looking at here, and then to the next property next to it, but you still have buildings on the other side, where it's not going to have access out. It's
not going to widen anything there.

   And I mean, it just doesn't and with that height consideration, you know -- everyone that lives in the neighborhood, and all on both sides, I just -- the height is a concern, but again, expecting to have, once the second one gets developed --

   THE CLERK: Time.

   MIKE SCISCOE: -- 110 feet -- 110 cars going up and down an alleyway. This doesn't make sense to me.

   CHAIRMAN STEAD: Thank you, Mr. Sciscoe.

   MIKE SCISCOE: Thank you.

   CHAIRMAN STEAD: Is there anybody else in the audience?

   Please come on up. Please fill out one of those white slips when you're finished and start with your name and address. You'll have three minutes.

   CONNER SHINN: Madam Chair, honorable Commission members, my name's Conner Shinn. 2510 West Davis Street. My house sits right on the alley next to Mr. Sciscoe's. So I'm writing to you in opposition of this modification agreement that Core Building is seeking to remove the retaining wall between the development and the alleyway.

   As Mr. Sciscoe said, increased traffic one way
down the alley, from 25th to 27th Street. The
proposed development will have the parking lot on the
south side of the property, as he mentioned, adjacent
to the alleyway and very close to the properties, my
backyard, on Davis. In order to reduce the impact on
the neighborhood, I would strongly suggest that you
reject this modification request.

Additionally, the storage lockers that he
mentioned in the design will be right there, next to
the parking lot. And with this retaining wall, it
will help absorb the noise and the overflow from
reaching the houses that sit on the alleyway.

Finally, I believe the need to maintain
this wall will be in the best interest of the public,
as the Saint Mary's Crossing, two properties down, has
a similar retaining wall right there on the alley
where it's paved, where Mr. Sciscoe was talking, where
it widens to 16 feet. Right down our side, it's only
12 feet, based on the measurements that both
Mr. Sciscoe and I put together.

You know, as a resident of this house for
three years, resident of Idaho my whole life, you
know, I'm very proud of the strategic approach that
the City is looking with this type of property and
development, but I would rather see some type of level
of noise be absorbed by these retaining walls to help
maintain that increase of foot traffic on the alley
with the cars and the noise that will be coming from
the development.

CHAIRMAN STEAD: Thank you.

Is there anybody else that would like to
testify on the item tonight? Okay. Seeing none.

REBUTTAL

CHAIRMAN STEAD: The Applicant has an
opportunity for five-minutes rebuttal, if you'd like
to.

WARD SCHWIDER: Not sure exactly how to address
the fact that we have only access from the alley, so
we don't -- we have to come off the alley. ACHD said
it was 16 feet. That's not what I measured either,
but it's only 7 inches, So...

As far as the CMU block wall that's a
requirement of the DA, I don't think we feel that
strongly about it on the south, because it's
not -- it's just not that much wall by the time we do
our trash enclosure. And it will get quieter, I
think. We're going to pave it, so we won't have as
much gravel and things crashing around in the alley,
and it'll improve things quite a bit. We have to pave
from our west border all the way to 25th Street. So
that'll be one big improvement. So...

CHAIRMAN STEAD: Thank you. Okay.

MOTIONS

CHAIRMAN STEAD: The item is now before the Commission.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I'll make one motion for all three parts of Item 10. So I move that we recommend approval to the City Council of CAR20-1. I recommend -- or I move that we approve PUD20-2 and CVA20-3 with all the terms and conditions in the staff report.

COMMISSIONER ZUCKERMAN: Second.

CHAIRMAN STEAD: Second from Commissioner Zuckerman.

Is there any discussion? Commissioner --

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I thought -- I think the variance is obviously, for me, the most problematic aspect here. I think David presented a good argument as to all of the complexities around this, that it was one -- contemplated to be one, large development with a DA and then it was changed, and now
we're where we are with this very, very small, narrow parcel. I agree with the Applicant that it is a hardship to try and squeeze the kind of density we would like on State Street into this space. I think they've done a good job in trying to mitigate that with landscaping.

I didn't understand the public's comments with respect to the noise coming out the south end of site. It's -- looks to me like it's got to be 80, 90 feet from the alley, you know, all the way up to the dwelling units. So I don't think that noise or nuisance coming out the south is -- and over the alley -- is a problem, and I am really glad we're taking alley access, because we really didn't want to have to do it on State Street, and there's no other way. So I'm supporting the development.

CHAIRMAN STEAD: Thank you.

Is there any further discussion? Okay.

Oh, Commissioner Schafer.

COMMISSIONER SCHAFER: Just real quick...

CHAIRMAN STEAD: Mic off.

COMMISSIONER SCHAFER: Sorry. Just real quick. I'm also in favor of the motion. For the comments, I'll second Commissioner Gillespie's comments. And I
think that they've done a nice job of pushing the
building up to State Street. I think that will help
attenuate some of the noise that the neighbors are
concerned about.

In respects to the comments, the public's
comments in regards to the CMU wall, I think I'd like
to maybe see the Applicant continue that discussion
with the neighbors if that's something they would
really want to entertain, just to keep those open
d lines of communication. And I agree with the
Applicant that, you know, paving the alley to 25th
will be a huge improvement over what's there now as
well for noise and access considerations.

CHAIRMAN STEAD: Okay. We have a motion on the
table to recommend approval for Item 10, CAR20-1, and
to approve PUD20-2 and CVA20-3.

VOTE/ROLL CALL

CHAIRMAN STEAD: Will the clerk please call the
vote.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Schafer.

COMMISSIONER SCHAFER: Aye.
THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Bratnober.

COMMISSIONER BRATNOBER: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: All in favor. Motion carries.

(End transcription at 2:21:42 of audio file.)
CAR20-00001, PUD20-00002 & CVA20-00003 / Core Building Co.

Summary
The applicant requests a modification of a development agreement and a conditional use permit for a planned residential development comprised of 10 multi-family units on 0.32 acres located at 2507 W State Street in a PC-D/DA (Pedestrian Commercial with Design Review and Development Agreement) zone. A variance from the side yard setbacks is included.

Prepared By
David E. Moser, Associate Planner

Recommendation
Approval with conditions

Reason for the Decision

Development Agreement
The project is consistent with the approval criteria of Section 11-03-04.3 of the Boise City Development Code (Rezone). The modification to allow for an urban building design and alley access for the property is consistent with Blueprint Boise as it designates the subject property as “Mixed Use” on the Land Use Map. Principle GDP-MU.5 encourages a variety of features, such as varied materials, architectural detailing, façade articulation and varied building heights and scale within mixed use designations. The project incorporates varied materials and architectural detailing that is consistent with an urban design and is compatible with properties located along principle arterial roadway (i.e. State Street), which is a Gateway corridor. In addition, there are several principles that support concentrating access points (i.e. from alleys) as a means to reduce conflicts between pedestrian and vehicles (Principles GDP-C.4 and GDP-CG.2). Allowing the subject property alley access would limit the number of access points onto an arterial roadway and promotes a better site design that addresses the street frontage. The modification is in the best interest of the public convenience and compatible with the adjacent neighborhood. Promoting residential uses with a variety of architectural features is encouraged.

Planned Unit Development
The project is consistent with the approval criteria of Section 11-03-04.7(C7) of the Boise City Development Code (Planned Unit Development). The multi-family residential project is compatible with the general neighborhood. The addition of a multi-family project will support the variety of uses along State Street and a nearby activity centers. This modified project will provide a transition between the major transit corridor and the single-family neighborhood to the south. With the attached conditions of approval from commenting agencies, the use will not place an undue burden on the transportation system or other services in the vicinity.
The site is large enough to accommodate the use and will not adversely affect other property in the vicinity. The proposed use is supported by Blueprint Boise, the State Street Corridor Transit Oriented Development Policy Guidelines, and the Citywide Design Standards and Guidelines. The Comprehensive Plan’s Goal PDP 1.1 identifies major travel corridors as a priority for infill. Principle GDP-MU.2 encourages housing within activity centers so residents can walk or take transit to shops, services and jobs. Principle IDP-MU.1 also encourages the mix of uses to help existing centers revitalize over time. Lastly, with the site zoned PC (Pedestrian Commercial) and the overlying Development Agreement, Principle GDP-MU.4 is achieved due to the improved streetscape encouraging safe pedestrian access and the parking placed behind the buildings.

**Variance**

The project is consistent with the approval criteria of Section 11-03-04.14(C7) of the Boise City Development Code (Variance). There are exceptional circumstances which justify the granting of the variance. The exceptional circumstance associated with the site is that these adjacent properties are zoned PC-D/DA and part of the overall conceptual development detailed within the Development Agreement. As such, it is anticipated that these properties will redevelop in a similar fashion as the subject property. The Comprehensive Plan does not specifically address variances. However, the variance to the side setback will facilitate higher density residential development on the subject property. The Comprehensive Plan supports a higher density project along State Street (i.e. a transit corridor) and near activity centers (Policies CC 9.1 and NAC 2.2). The variance will not be materially detrimental to the public health, safety or welfare, or injurious to the property or improvements of other property owners.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
Attachment: CC_Project Report_June 30, 2020_CAR20-00001 (CAR20-00001 / Core Building Co.)

Land Use Legend

- **Project parcel**
- **Land Use Designations**
  - Compact
  - High Density
  - Mixed Use
  - School

Packet Pg. 830
INTERIOR UNIT - SOUTH ELEVATION and EAST / WEST
Development Agreement

(November 29, 2001)

Modification Proposed Highlighted

This Development Agreement entered into this 7th day of February, 2002, by and between the City of Boise City, a municipal corporation of the State of Idaho, hereinafter referred to as the “City” and Raymond Chivers and The Roman Catholic Diocese of Boise, a single director Idaho corporation (the “Diocese”), as the owners of the real property described herein (the “Property”) and applicants for Boise City rezone number CAR00-00020. Chivers and the Diocese may sometimes hereafter be referred to individually as a “Developer” or collectively as the “Developers”.

WHEREAS, the Developers have applied to the City for a conditional rezone of the Property to develop the Property in conformance with the Pedestrian and Commercial (PC) Zoning District ordinance.

WHEREAS, the City, pursuant to Section 11-8-9 of the Boise City Code and Section 67-6511A of the Idaho Code, has the authority to conditionally rezone the Property and to enter into this Development Agreement, for the purpose of allowing the Developers to develop the Property in conformance with this Development Agreement.

NOW THEREFORE, with mutual consideration as reflected in the covenants, duties, and obligations herein set forth, the parties do enter into this Development Agreement as follows:

1. **Rezone of Property, Description and Location of Property, Size of Property:** The City shall conditionally rezone the Property to a Pedestrian Commercial (“PC”) zone upon the terms and conditions set forth in this Development Agreement. The Property is specifically described on Schedule I attached hereto and made a part hereof.
The Property is located south of State Street between 25th and 27th Streets except for the east 175 feet. The Property is approximately 3.279 acres in size.

2. **Permitted Uses:** The uses allowed on the Property pursuant to this conditional rezone shall be those permitted under the PC zone, including those conceptually shown on Exhibit “A” attached hereto (“Site Plan”), as such PC zone may be amended by the City. No significant or material changes to this Development Agreement or conditions of operation specified in this Development Agreement shall be allowed without modification to this Development Agreement pursuant to the requirements of the City Code. In the event a Developer changes or expands the development of the Property or a parcel within the Property as specified by this Development Agreement without modification to this Development Agreement as provided by the City Code; such Developer shall be in default of this Development Agreement.

3. **Existing residential:** Existing residential uses for each parcel within the Property shall be allowed until all applications, approvals and permits for a change in use are approved and issued by the jurisdictions having authority over the development of such parcel. Development of any individual or group of parcels less than the total area of the Property will not require development of the entire Property at that time. The parties agree that the Property may be developed in more than one phase.

4. **Construction of Use in Conditional Zone:** Buildings housing any permitted use in the PC zone containing approximately 40,000 square feet gross floor area, as conceptually shown on the Site Plan or as amended by the Design Review Committee, shall be consistent with the Development Standards set forth below:

**Development Standards:** The following items, requirements, and conditions shall be applied to the rezoning of the Property to a PC zone:
11/29/01

A. **General.** The general development pattern for circulation and building location shall generally follow the Site Plan. The actual building(s) foot print size and specific locations of each building will be established at the time of submittal for Design Review or Conditional Use Permit. Therefore, the Site Plan showing building location and parking arrangements is merely illustrative and is not binding on the parties.

B. **Property Ingress and Egress:** Access off of State Street onto the Property shall be approximately mid-block as requested by Ada County Highway District. The curb cut shown on the Site Plan is merely illustrative and is not binding on the Developers until a Developer obtains Design Review approval. At such time, the Developers shall enter into a reciprocal access agreement granting the Developers the right to use said curb cut for ingress and egress to each Developer’s respective parcel within the Property. As each parcel within the Property is developed, the existing State Street curb cuts will be eliminated and, upon completion of development, the Property will not have access off of 25th or 27th Streets except from the existing alley. Access from the alley to on-site parking will be limited to points as near as possible to the side streets and one additional point located at approximately mid-block or as required by the City Fire Department. Existing ingress and egress for each parcel within the Property shall remain open until development begins on that specific parcel.

C. **Landscape Buffer:** A six foot high masonry wall with landscaping will be provided along the south alley property line at all locations not required for ingress, egress or clear vision triangle requirements. At parking areas contiguous to 27th Street, dense deciduous plants shall be planted to screen the parking areas. All other landscaping shall be in compliance with the PC zone.
11/29/01

D. **Building Form & Scale:** All new buildings constructed as a part of this project will be residential in character. The roof form will be pitched. Exterior fenestration at ground level will be traditional retail or residential in scale. Above the ground floor, fenestration will be residential or traditional office in scale. The building facade will have horizontal recess and offsets.

E. **Signage.** Free-standing signs shall be limited to those allowed in the Limited Office (L-0) Zoning District ordinance, as the same may be changed from time to time.

F. Failure by a Developer to construct their parcel within the Property consistent with this Development Agreement, the PC zone and all other requirements reasonably imposed on such Developer by the appropriate governmental authorities shall be deemed a default under this Development Agreement by such Developer.

5. **Conditions, Bonding for Completion:** All of the conditions herein before described shall be complied with or shall be bonded for completion by the Developer of such parcel(s) within the Property being developed before the use can receive a final Occupancy Permit for such parcel(s) developed. The Developer shall make no use of the office/retail portion of such parcel(s) prior to the issuance of such Occupancy Permit (unless a temporary occupancy permit is issued with improvements having been bonded) and substantial compliance with this Development Agreement and City Code. Failure to comply with or bond for completion of the conditions within the time frames established in the City Code or the terms of this Development Agreement shall be a default under this Development Agreement by such Developer as it relates to such Developer’s parcel(s) within the Property. The Developers shall be allowed to bond at one hundred and ten percent (110%) of the estimated cost of completion pursuant to the Development Standards set forth in Paragraph 4 of this Development Agreement.
6. **Commencement of Construction:** The Developers shall submit for a building permit for the first phase of the Property within twenty-four (24) months of the effective date of this Development Agreement. The Developers shall complete construction of the first phase within twenty-four (24) months after commencement of construction, unless an extension of time is approved as a modification to this Development Agreement.

7. **Default:** In the event a Developer, its heirs or assigns or subsequent owners of a parcel within the Property or any other person acquiring an interest in a parcel within the Property, fails to faithfully comply with the terms and conditions set forth in this Development Agreement, after the City has provided 30 days written notice to all of the Developers, this Development Agreement may be modified or terminated by the City Council upon compliance with the requirements of City Code. The City shall provide a reasonable period of time for the Developers to rectify issues prior to any modification or termination of this Development Agreement.

   A. In the event the City Council determines that this Development Agreement shall be modified because of a default by a Developer, the terms of this Development Agreement shall be amended and the Developers shall comply with the amended terms. Failure to comply with the amended terms by the Developers shall result in default hereunder.

   B. A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

8. **Consent to Rezone:** The Developers, by entering into this Development Agreement, do hereby agree that in the event there shall be an uncured (after written notice to all of the Developers) default in the terms and conditions of this Development Agreement that this
11/29/01

Development Agreement shall serve as consent to a reversion of any parcel of the Property that has not yet received a valid building permit for construction to a zoning designation consistent with the adopted Boise Metropolitan Plan, as provided in Section 67-6511(d) of the Idaho Code.

9. Pursuant to Section 11-08-09 D.6 of the Development Agreement Ordinance, the Developer hereby waives all time limits required by City Code.

10. Notices: Any and all notices required to be given by any of the parties hereto, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

A. To the City:

Boise City
c/o Director, Community Planning and Development Department
P.O. Box 500
Boise, Idaho 83701-0500

B. To the Developer:

Ray Chivers The Roman Catholic Diocese of Boise
3461 Cadet Ave 303 Federal Way
Boise, Idaho 83706 Boise, Idaho 83705

Either party shall give notice to the other party of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided.

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

12. **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 Development Agreement by the party so failing to perform.

13. **Binding Upon Successors:** This Development Agreement shall be binding upon and inure to the benefit of the parties respective successors, assigns and personal representatives. This Development Agreement shall be binding on the owners of the Property, each subsequent owner and each other person acquiring an interest in any of the Property.

14. **Effective Date:** This Development Agreement shall be effective on the date the City Council shall adopt the appropriate amendment to the Boise City Zoning Ordinance, known as ________________________, changing the zoning designation of the Property to a PC zone.

15. **Requirements for Recordation:** The Developers shall record this Development Agreement, including all attached exhibits and schedules, prior to the formal adoption of __________________ by the City Council. Failure to comply with this Paragraph shall be deemed a default to this Development Agreement by the Developers.

16. **Covenants Running With the Land:** The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the parties thereto.
11/29/01

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

CITY:

CITY OF BOISE CITY,
a municipal corporation of the State of Idaho

By:

Its

STATE OF IDAHO  )
)ss.
County of Ada  )

On this 7th day of February, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared A. BRENT COLES, known or identified to me to be the person whose name is subscribed to the within instrument as Mayor of the City of Boise City, and acknowledged to me that he/she executed the same as such Mayor of the City of Boise City.

Notary Public for Idaho
Residing at Boise ID
Commission expires 1-19-2005
11/29/01

DEVELOPER:

Raymond Chivers

The Roman Catholic Diocese of Boise, a single director Idaho corporation

Roman Catholic Diocese of Boise
A single Director Idaho Corporation

By: Rev. Dennis Wasmuth
Its: Vice General

STATE OF IDAHO )
) ss.
County of Ada

On this 8th day of January, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond Chivers, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 4/15/2007

Packet Pg. 844
STATE OF IDAHO )
County of Ada ) ss.

On this 7th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Rev. Dennis Mosemuth, known or identified to me to be the Vicar General of the Roman Catholic Diocese of Boise, a single director Idaho corporation, the corporation that executed the within and foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires: 03/07/2006
B. & A. Engineers, Inc. 5505 W. Franklin Road • Boise, Idaho 83705-1055

Rezone Description
Serenity Shop
2503 West State Street

A parcel of land situate in the northeast quarter of Section 4, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho, being a portion of Block 3 of the Pleasanton Addition or the Amended Plat of Block Three of the Pleasanton Addition, as shown on the official plats thereof in Book 4 of Plats at Page 175 and in Book 9 of Plats at Page 403, records of Ada County, Idaho, and being more particularly described as follows:

Commencing at the most northerly corner of said Block Three, which is also the most northerly corner of Lot 29 of said Block Three; thence N46°41'W, 30.00 feet along the extension of the northeasterly boundary of said Block Three to the centerline of 27th Street, which is the Real Point of Beginning:

Thence N43°19'E, 30.00 feet along the centerline of 27th Street to the centerline of State Street as shown on the plat of said Amended Plat of Block Three of the Pleasanton Addition;

Thence S46°41'E, 582.00 feet along the centerline of State Street as shown on the plat of said Amended Plat of Block Three of the Pleasanton Addition;

Thence S43°19'W, 228.00 feet to the centerline of an alley;

Thence N46°41'W, 582.00 feet along the centerline of an alley to the centerline of 27th Street;

Thence N43°19'E, 198.00 feet along the centerline of 27th Street to the Real Point of Beginning.

Comprising 3.046 acres, more or less.

Prepared By: Joseph D. Canning, PLS 4116

Date: 1 August 2001

This description has been prepared from information of record as shown on the above referenced subdivision plats and from mapping prepared by the Ada County Assessor's office. This description is without benefit of specific land survey.
Proposed St. Mary’s Crossing Development Agreement Modification

2507 State St

Letter of Explanation: DA Modification to CAR00-00020

We propose some changes to the November 2001 D.A. that affects the 1 parcels 2507 W. State St. for the reason that the 2001 D.A. did not address the situation where the 2525 W. State property owner does not want to create a shared Egress off the alley. This severely restricts the shared egress/parking area concept as planned in the 2001 D.A. Currently listed under “Property Ingress and Egress” in the development standards the D.A. requires a limit of only 3 access points off the alley for all 4 properties. We propose a remedy to this situation by simply allowing access to every parcel from the alley.

The DA modification we propose also includes removing the requirement of a 6’ tall CMU wall under “landscape Buffer” of the development standards. We propose a CMU block for the trash enclosures (that need to be adjacent to one another on the PL for consolidated access for pick-up).

Modification to DA we Propose:

Under Section 1. B. Last paragraph: Strike “Access from Alley to on-site parking to be limited to points as near as possible to the side streets and one additional point located at approximate mid-block” We propose it to read “Access from alley to be limited to one approach per lot”

Section 1. C. Landscape Buffer: Strike “A six foot high masonry wall with landscaping provided along south alley property line at all locations not required for ingress, egress of vision triangle requirements” We propose it to read “A 5’ minimum landscape buffer with a CMU trash enclosure to match existing CMU along south alley property line”

Original DA text:

Property Ingress and Egress:

Access off State Street onto the property shall be approximately mid-block as requested
by Ada County Highway District. The curb cut shown on the site Plan is merely
illustrative and is not binding on the Developers until a Developer obtains Design Review
approval. At such time, the Developers shall enter into a reciprocal access agreement,
granting the Developers the right to use of said curb cut for ingress and egress to each
Developer’s respective parcel within the property. As each parcel within the property is
developed, the existing State Street curb cuts will be eliminated and, upon completion of
the Development, the Property will not have access off of 25th or 27th Streets except from
the existing Alley. Access from Alley to on-site parking to be limited to points as near as
possible to the side streets and one additional point located at approximate mid-block or
as required by the City Fire Department. Existing ingress for each parcel within the
property shall remain open until development begins on that specific parcel.

Landscape Buffer:

A six foot high masonry wall with landscaping provided along south alley property line at
all locations not required for ingress, egress of vision triangle requirements. At parking
areas contiguous to 27th Street, dense deciduous plants shall be planted to screen the
parking areas. All other landscaping shall be in compliance with the PC zone.

Building Form and Scale:

All new buildings constructed as part of this project will be residential in character. The
roof form will be pitched. Exterior fenestration at ground level will be traditional retail or
residential in scale. The building façade will have horizontal recess and offsets.
Letter of Explanation

We are proposing a 5 unit 1 clubhouse development plus another similar 5 unit structure on the vacant lot at 2507 State St.

The 5 unit building will be surface parked with carports over the standard spaces and ADA space. The Entrance will be from the alley- under the modification of the DA. The parking requirements: 1sp-1bedroom and 1.25sp for 2 bed was used. 7 spaces for each building plus 2 guest parking.

The units are configured to maximize the space between other neighboring buildings, provide an urban character from state street, and an attempt to maximize views, light and privacy between units. Some flat roof will hide all the mechanical units behind the parapet, and will help keep the elevations as close to 32’ has possible. Covered decks will provide the private outdoor space required. The north building will be approached from a exterior opening in the south building.

The streetscape will be a new 10’ detached sidewalk similar to the St. Mary’s development, but with more landscape between the back of sidewalk and the building.

The clubhouse provided will provide an amenity to the development plus storage lockers will provide necessary storage for the tenants for we anticipate a heavy bicycle use for this location.

We are anticipating paving the alley from 27th or has determined by Boise City and ACHD. Trash receptacle will most likely be a 4yd dumpster and recycle bins as directed by solid waste.

We are now asking for a variance to the side and front setbacks. The front setback is no
longer an issue since the front setback is now taken from the back of curb. We plan to match the St. Mary’s Setback, with the same landscape and sidewalk design. So, we exceeded the front setback requirement by about 5’. The side setbacks became a variance since in the time of this PUD/DR we started in 2016 since the use of the adjacent buildings have gone from commercial to residential use. We feel this is a hardship since we have no control over when adjacent properties (that enjoy the 0-5’ setback they currently have) change use or redevelop. The rear setback is now 10’ and we are meeting that requirement.

We are applying for the DA mod. since the adjacent neighbor refuses to sign the affidavit and join in a shared access agreement. Since we are allowed access under State law we choose to exercise that right and therefore place the entrance in the center of lot off the alley.

Our first floor units could be renovated into small office spaces if parking was a bit more generous. In the future redevelopment of lots to the east and west, the cross access and cross parking will be possible and hopefully encouraged by Boise PDS.
PHOTO 'D'

PHOTO 'C'

Attachment: CC_Project Report_June 30, 2020_CAR20-00001 (CAR20-00001/Core)
Property Information

Address
- Street Number: 2507
- Street Name: STATE ST
- Subdivision name: BLK 3
- Parcel Number: R7104000440

Primary Contact
- Who is responsible for receiving e-mail, uploading files and communicating with Boise City?
  - Agent/Representative
  - Applicant
  - Owner

Applicant Information
- First Name: Travis
- Last Name: Perry
- Company: Core Building Co.
- Address: 1300 E. State St
- City: Eagle
- State: ID
- Zip: 83616
- E-mail: travis@corebuildingco.com
- Phone Number: (208) 859-2336
- Cell: Fax:

Agent/Representative Information
- Role Type:
  - Architect
  - Land Developer
  - Engineer
  - Contractor
  - Other
- First Name: Ward
- Last Name: Schwider
- Company: Architectural Productions
- Address: 1716 N32nd
- City: BOISE
- State: ID
- Zip: 83703
- E-mail: schwider1@gmail.com
- Phone Number: (208) 859-2336
- Cell: Fax:

Owner Information
- Same as Applicant? No
  - 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):
   1/14/20

2. Neighborhood Association:
   West Downtown

3. Comprehensive Planning Area:
   Downtown

4. This application is a request to construct, add or change the use of the property as follows:
   Construct 2 story apartments, 1 clubhouse and carports
   This is a DA modification

5. Type of Request:
   - Rezone
   - Annexation & Rezone

6. Current Zone:
   PC-DA

7. Requested Zone:
   PC-DA

8. Size of Property:
   0.32 Acres

9. Existing uses and structures on the property are as follows:
   Vacant
10. Are there any existing land uses in the general area similar to the proposed use?
   If so, describe them and give their locations:
   There is an office building in the Zone that will look similar to proposed project

11. On what street(s) does the property have frontage?
   State St.

12. Adjacent property information:

   Uses:
   - North: Residential
   - South: Residential
   - East: Residential/office
   - West: Residential/office

   Zone:
   - North: (R-1C) Single Family Residential
   - South: (R-2) Combined Residential
   - East: (PC-DC) Pedestrian Commercial w/Dr.
   - West: (PC-DC) Pedestrian Commercial w/Dr.

13. Why are you requesting annexation into the City of Boise?
   No

14. What use, building or structure is intended for the property?
   Residential - Multifamily

15. What changes have occurred in the area that justify the requested rezone?
   We are requesting a modification to the DA because the adjacent neighbor will not cooperate in a shared access off the alley and the DA limits access points. So we are proposing 4 access points off the alley for all 4 properties, not 3 access points.

16. What Comprehensive Plan policies support your request?
   Not a Comp. plan issue.

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:
**Property Information**

**Address**
- **Street Number:** 2507
- **Prefix:** W
- **Street Name:** STATE ST
- **Subdivision name:** BLK 3
- **Block:** 0
- **Lot:** 33
- **Section:** E4
- **Township:** 3
- **Range:** 2
- **Zoning:** PC-D/DA
- **Parcel Number:** R7104000440
- **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:** Travis
- **Last Name:** Perry
- **Company:** Core Building Co.
- **Address:** 1300 E State St
- **City:** Eagle
- **State:** ID
- **Zip:** 83616
- **E-mail:** travis@corebuildingco.com
- **Phone Number:** (208) 859-2336
- **Cell:**
- **Fax:**

**Agent/Representative Information**
- **Role Type:** Architect
- **First Name:** Ward
- **Last Name:** Schwider
- **Company:** Architectural Productions
- **Address:** 1716 N32nd
- **City:** BOISE
- **State:** ID
- **Zip:** 83703
- **E-mail:** schwider1@gmail.com
- **Phone Number:** (208) 859-2336
- **Cell:**
- **Fax:**

**Owner Information**
- **Same as Applicant?** No
- **(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):
1-14-2020

2. Neighborhood Association:
West Downtown

3. Comprehensive Planning Area:
Downtown

4. This application is a request to construct, add or change the use of the property as follows:
Construct 2 apartment structures (1) 5 unit with clubhouse and one 5 unit.

5. Size of Property:
327 Acres

6. Water Issues:
A. What are your fire flow requirements? (See International Fire Code):
2000 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:
None

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:
There is a canal along the front property line that will be tiled.

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</td>
<td>Residential</td>
<td>1</td>
</tr>
<tr>
<td>South</td>
<td>Residential</td>
<td>1</td>
</tr>
<tr>
<td>East</td>
<td>Residential/office</td>
<td>1</td>
</tr>
<tr>
<td>West</td>
<td>Residential</td>
<td>1</td>
</tr>
</tbody>
</table>

Attachment: CC_Project Report_June 30, 2020_CAR20-00001 (CAR20-00001 / Core Building Co.)
7.B.1.a Packet Pg. 858

10. Non-Residential Structures:

**A. Number of Proposed non-residential structures:**

<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:**

32

**C. Number of stories:**

3

**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):**

0

**F. Number of Stories:**

0

11. Residential Structures:

**A. Number of Proposed residential units (if applicable):**

10

**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>3</td>
<td>616</td>
</tr>
<tr>
<td>Two-Bedroom:</td>
<td>7</td>
<td>616</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>10</td>
<td>0</td>
</tr>
</tbody>
</table>

**C. Number of Existing units to remain:**

0

**D. Maximum Proposed Structure Height(s):**

32

**E. Number of Stories:**

3
### Site Design

A. Percentage of site devoted to building coverage: 26
B. Percentage of site devoted to landscaping: 30
C. Percentage of site devoted to paving: 34
D. Percentage of site devoted to other uses: 10

E. Describe other use: Sidewalks

#### 13. Loading Facilities, if proposed (For Commercial uses only):

<table>
<thead>
<tr>
<th>Number</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Size</th>
<th>Screening</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 14. Parking:

<table>
<thead>
<tr>
<th></th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Handicapped Spaces:</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B. Parking Spaces:</td>
<td>15</td>
<td>17</td>
</tr>
<tr>
<td>C. Bicycle Spaces:</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>D. Proposed Compact Spaces:</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

E. Restricted (assigned, garage, reserved spaces) parking spaces proposed: 

F. Are you proposing off-site parking?  
   - [ ] Yes  
   - [ ] No  

If yes, how many spaces? 

G. Are you requesting shared parking or a parking reduction?  
   - [ ] Yes  
   - [ ] No  

If yes, how many spaces? 

**Note:** If you are requesting shared parking or a parking reduction, you must submit a survey of persons using and working on the premises and any additional information demonstrating that use by the regular employees and visitors to the premises will require fewer off-street parking spaces than required by the Zoning Ordinance.

#### 15. Setbacks (Plans that are not graphically dimensioned will not be accepted.)

<table>
<thead>
<tr>
<th>Building</th>
<th>Proposed</th>
<th>Required</th>
<th>Parking</th>
<th>Proposed</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front:</td>
<td>25</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear:</td>
<td>90</td>
<td>30</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Side 1:</td>
<td>10</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>Side 2:</td>
<td>10</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

#### 16. Waivers Requested:

A. Lot size:  
   - [ ] Yes  
   - [ ] No  

Description: 

B. Internal Setbacks:  
   - [ ] Yes  
   - [ ] No  

Description: Side Setbacks vary depending on use- and redevelopment

C. Frontage:  
   - [ ] Yes  
   - [ ] No  

Description: 

---

Attachment: CC_Project_Report_June 30, 2020_CAR20-00001 (CAR20-00001 / Core Building Co.)
17. Sidewalks:

- Proposed: [ ] Attached [ ] Detached
- Adjacent: [ ] Attached [ ] Detached

18. Amenities:

- Number: 1
- Description: Clubhouse

19. Density:

- Allowed Density: 13.92
- Proposed Density: 10

20. Building Exterior:

<table>
<thead>
<tr>
<th>Materials</th>
<th>Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof:</td>
<td>Comp Shingle</td>
</tr>
<tr>
<td>Walls:</td>
<td>Stucco</td>
</tr>
<tr>
<td>Windows/Doors:</td>
<td>Vinyl</td>
</tr>
<tr>
<td>Fascia, Trim etc.:</td>
<td>Steel</td>
</tr>
</tbody>
</table>


- Subsurface Seepage Bed

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 block

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: ________________________________

Packet Pg. 861
Property Information

Address
Street Number: 2507
Subdivision name: BLK 3
Parcel Number: R7104000440
Prefix: W
Street Name: STATE ST
Block: Lot: 0 33
Section: Township: 3
Range: 2
Zoning: PC-D/DA
Unit #: 

Primary Contact
Who is responsible for receiving e-mail, uploading files and communicating with Boise City?
○Agent/Representative ○Applicant ○Owner

Applicant Information
First Name: Travis
Last Name: Perry
Company: Core Building Co.
Address: 1300 E. State
City: Eagle
State: ID
Zip: 83616
E-mail: travis@corebuildingco.com
Phone Number: (208) 859-2336
Call: 
Fax: 

Agent/Representative Information
Role Type: ○Architect ○Land Developer ○Engineer ○Contractor ○Other
First Name: Ward
Last Name: Schwider
Company: Architectural Productions
Address: 1716 N32nd
City: BOISE
State: ID
Zip: 83703
E-mail: schwider1@gmail.com
Phone Number: (208) 859-2336
Cell: 
Fax: 

Owner Information
Same as Applicant? ○No ○Yes (If yes, leave this section blank)
First Name: 
Last Name: 
Company: 
Address: 
City: 
State: ID
Zip: 
E-mail: 
Phone Number: 
Cell: 
Fax: 

1. Neighborhood Meeting Held (Date):
   1-14-20

2. Neighborhood Association:
   West Downtown

3. Comprehensive Planning Area:
   Downtown

4. This application is a request to construct, add or change the use of the property as follows:
   Construct 2 5 unit apartment buildings with carports

5. Size of Property:
   0.32 Acres

6. What Ordinance standards are you requesting a variance from:
   Side Setback

7. What special circumstances or conditions apply to the land or use which do not generally apply to other lands or uses in the same zone or vicinity?
   This property sits between 2 existing properties that are residential now, but tend to flip flop between uses.

8. Why is a variance necessary for the enjoyment of your rights as a property owner?
   The Lot is so long and skinny that side setback restrictions impact the viability of the project greatly.

9. Explain why this variance will not adversely affect the health, safety, or general welfare of the persons residing or working in the vicinity of the property:
   The surrounding neighbors all have 5’ setbacks (or less) and nobody has an issue with it. The walls that are facing the side property line will be fire rated 1hr.

10. Explain any hardships associated with the property that were not the result of your own actions or were not known to you prior to the purchase or development of the property:
    At the time of the purchase the property to the west was a daycare in process of construction and the property to the east had just switched from office (counseling) to residential.

11. Adjacent property information:

    | Building types and/or uses | Zone                        |
    |---------------------------|-----------------------------|
    | North: Residential        | (R-1C) Single Family Residential |
    | South: Residential        | (R-2) Combined Residential |
    | East: Residential/offices | (PC-DC) Pedestrian Commercial w/Df |
    | West: Residential/offices | (PC-DC) Pedestrian Commercial w/Df |

12. Any additional comments:
    State Street and the Frontage road is to the north of subject property
    The front building setback exceeds the 20’ min.

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:
Planning Division Project Report

File Number: CAR20-00001, PUD20-00002 & CVA20-00003
Applicant: Travis Perry / Core Building Co.
Property Address: 2507 W. State Street

Public Hearing Date: March 2, 2020
Heard by: Planning and Zoning Commission

Analyst: David Moser, Associate Planner
Reviewed By: Céline Acord, Current Planning Manager

Public Notification
- Neighborhood meeting conducted on: January 14, 2020
- Radius notices mailed to properties within 300 feet on: February 14, 2020
- Newspaper notice published on: February 14, 2020
- Staff posted notice on site on: February 13, 2020

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1. Project Data and Facts ................................................................. 2
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6. Transportation Data .......................................................... 5
7. Analysis .......................................................... 5
8. Approval Criteria .......................................................... 9
9. Recommended Conditions of Approval ................................ 13

Exhibits
Agency Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Owner</strong></td>
</tr>
<tr>
<td><strong>Architect/Representative</strong></td>
</tr>
<tr>
<td><strong>Location of Property</strong></td>
</tr>
<tr>
<td><strong>Size of Property</strong></td>
</tr>
<tr>
<td><strong>Existing 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
Vacant land

Description of Applicant’s Request
A modification of a development agreement to allow an additional access point from the alley and change the building design standards. A conditional use permit for a residential planned development comprised of 10 multi-family units and a variance to encroach into the side setbacks is also included.

2. Land Use

<table>
<thead>
<tr>
<th>Description and Character of Surrounding Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>The site is located on the south side of State Street between 25th and 27th Streets. This part of State Street has a mix of residential uses or residential structures used for office or commercial. There are activity centers located near the subject property.</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>
3. Project Proposal

Structure(s) Design

<table>
<thead>
<tr>
<th>History of Previous Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAR00-00020 Rezone request from R-2 (Medium Density Residential) to PC-D (Pedestrian Commercial with Design Review Overlay) - Approved</td>
</tr>
<tr>
<td>CUP03-00005 Request to modify the Development Agreement to allow a pharmacy with dual drive-thru windows – Denied</td>
</tr>
<tr>
<td>CVA03-00006 Variance request to allow an outdoor speaker system for the drive-thru – Denied</td>
</tr>
<tr>
<td>DRH06-00246 Design Review of two 3-story mixed-use buildings - Expired</td>
</tr>
<tr>
<td>PUD17-00011 Planned residential development for a 11-unit multifamily development – Expired</td>
</tr>
</tbody>
</table>

Number and Proposed Use of Buildings
Two five-unit apartment buildings with an associated parking lot.

Number of Stories / Maximum Building Height
Three story buildings under 35' in height

PUD Amenities
A 500 square-foot community room and 100 square feet of open space per unit.

Setbacks

<table>
<thead>
<tr>
<th>Yard</th>
<th>Building</th>
<th>Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Required</td>
<td>Proposed</td>
</tr>
<tr>
<td>Front (State)</td>
<td>20'</td>
<td>26.5'</td>
</tr>
<tr>
<td>Side (west)</td>
<td>10'</td>
<td>5'</td>
</tr>
<tr>
<td>Side (east)</td>
<td>10'</td>
<td>5'</td>
</tr>
<tr>
<td>Rear (south) Main Building</td>
<td>30' / 15''</td>
<td>90' / 26'</td>
</tr>
</tbody>
</table>

*A variance is requested from the side yard setbacks.

Buildings under 20 feet in height require a 15-foot rear setback and buildings over 20 feet in height require a 30-foot setback.

Parking

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total parking spaces:</td>
<td>13</td>
</tr>
<tr>
<td>Accessible spaces:</td>
<td>1</td>
</tr>
<tr>
<td>Number of compact spaces:</td>
<td>6</td>
</tr>
<tr>
<td>Proposed bicycle parking spaces:</td>
<td>10</td>
</tr>
<tr>
<td>Parking maximum requested?</td>
<td>No</td>
</tr>
</tbody>
</table>

Packet Pg. 866
4. Development Code  (Boise City Code Title 11)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-03-04.3</td>
<td>Rezone Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.4</td>
<td>Subdivision Plat Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.7</td>
<td>Planned Unit Development Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.14</td>
<td>Variance Specific Procedures</td>
</tr>
<tr>
<td>11-04-07.2</td>
<td>Pedestrian Commercial 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 &amp; Loading Standards</td>
</tr>
<tr>
<td>11-07-06.5</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 &amp; Policies</td>
<td>Policy PDP 1.1: Infill Priority Areas</td>
</tr>
<tr>
<td></td>
<td>Goal NAC 2: Promote/Revitalize Activity Centers</td>
</tr>
<tr>
<td></td>
<td>Policy CC1.1: Reduce Vehicle Miles Traveled</td>
</tr>
<tr>
<td></td>
<td>Policy CC 7.2: Design for Pedestrian Comfort</td>
</tr>
<tr>
<td></td>
<td>Policy CC 9.1: Expand Network Possibilities</td>
</tr>
<tr>
<td>Chapter 3: Community Structure and Design</td>
<td>Principle GDP-MU.2: Housing</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-MU.4: Pedestrian Access</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-MU.5: Distinct Identity</td>
</tr>
<tr>
<td></td>
<td>Principle IDP-MU.1: Mix of Uses</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-C.1: Site Planning for Pedestrians and Bicyclists</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-C.4: Vehicular Access</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-C.5: Housing</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-CG.1: Streetscape Character</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-CG.2: Site Planning/Development Orientation</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-CG.4: Access</td>
</tr>
<tr>
<td>Chapter 4: Planning Area Policies</td>
<td>Policy NE-CCN 1.3: Infill Housing</td>
</tr>
<tr>
<td></td>
<td>Policy NE-CCN 2.5: State Street Corridor</td>
</tr>
<tr>
<td></td>
<td>Policy NE-CCN 2.7: 30th Street Area Master Plan</td>
</tr>
</tbody>
</table>


Guidelines 3, 4 and 5
6. Transportation Data
The Ada County Highway District approved the project as proposed with conditions. This development is estimated to generate 55 additional vehicle trips per day; 5 additional vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Traffic Count</th>
<th>Level of Service*</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Street</td>
<td>75'</td>
<td>Principal Arterial</td>
<td>1,472</td>
<td>Better than “E”</td>
</tr>
</tbody>
</table>

Acceptable level of service for a seven-lane principal arterial is “E” (2,720 VPH). The average daily traffic count for State Street east of 28th Street was 29,309 on 8-31-2017.

7. Analysis
The applicant requests a conditional use permit for a multi-family residential development on 0.32 acres located at 2507 W State Street in a PC-D/DA zone. In addition, the applicant requests to modify the Development Agreement (DA) to alter the conceptual site plan, allow an additional access point to the alley and remove the restrictions regarding building design. A variance is requested for the buildings to encroach into the side yard setbacks.
In 2000, the site and the surrounding properties located at the corner of 27th Street and State Street were rezoned to Pedestrian Commercial with Design Review and a Development Agreement. The intent was to develop this section of State Street with a planned commercial development comprised of office buildings. However, only a portion of the project located at the corner of 27th Street and State Street was constructed in accordance with the conceptual plan. The remainder of the property was never developed. In 2017, a multi-family development comprised of 11 units was approved with conditions requiring it to comply with the standards of the DA. These included installing a masonry wall and landscape buffer along the alley and providing cross access with the adjacent properties. However, this planned unit residential development approval expired in 2019. The applicant is now requesting to construct a similar project with variances to the side yard setbacks and a modification of the DA.

**Development Agreement**

The applicant requests to modify the DA to allow different types of building designs (e.g. a modern and urban design), allow alley access for the subject property and update the conceptual site plan. These requirements were initially included in the DA in order to ensure consistent design through the project, reduce the impacts on the adjacent residential neighborhood, and promote cross access through the development. However, the proposed conceptual plan was partially completed and then the remaining properties were sold. The sale of these parcels has hindered the development of the subject property since the adjacent property owners are not required to provide cross access until such time that they redevelop.

These DA modifications are consistent with the Comprehensive Plan. **Principle GDP-MU.5** encourages a variety of building features, such as varied materials, architectural detailing, façade articulation and varied building heights and scale.

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**STATE STREET (NORTH) ELEVATIONS**

Building Elevation
In addition, granting the subject property access to the alley is supported by the Comprehensive Plan. There are several principles that support concentrating access points (i.e. from alleys) as a means to reduce conflicts between pedestrian and vehicles (Principles GDP-C.4 and GDP-CG.2). These modifications are in the best interest of the public convenience and general welfare. In particular, the site is located along a principle arterial roadway (i.e. State Street), which is a Gateway corridor. Allowing the subject property alley access would limit the number of access points onto an arterial roadway and promotes a better site design with buildings that addresses the street frontage. It is also compatible with surrounding neighborhood.

**Planned Unit Development**

The planned residential development locates the two 5-plexes along State Street with the covered parking spaces behind the buildings which is encouraged by the Comprehensive Plan (i.e. Principles GDP-MU.4 and GDP-C.1). The building fronting State Street has two one-bedroom units and an approximately 500 square foot clubhouse on the first floor, and three two-bedroom units spanning the second and third floors. The second building is separated from the first structure by an approximately 1,400 square foot open space area and contains a one-bedroom and two two-bedroom unit on the ground floor. Three two-bedroom units are located on the second and third floors. The residential nature of the development provides a mix of uses for the overall project as detailed in conceptual plan of the DA and provide a secondary use to the existing office and commercial buildings located at the corner of the 27th Street and State Street.

The improvements proposed along State Street consists of a 10-foot wide detached sidewalk and 10-foot wide landscape buffer. This is consistent with the PC design standards and matches the existing street improvement abutting St. Mary’s Crossing to the west. The multi-family building along State Street is set back 26 feet from the back of curb and the front entrances to the ground floor dwelling units and the clubhouse will have direct access to the sidewalk.
In addition, the Comprehensive Plan encourages enhanced streetscapes along Gateway corridors (i.e. State Street) that provide clear pedestrian connections to sidewalks (Principles GDP-GC.1 and GDP-MU.4.) With the proposed modification to the DA, the building is a modern design which includes building modulation and flat roofs. The parking lot is located behind the buildings with access to the one-way alley. The parking lot contains 1 compact and 16 full size spaces which exceeds the parking maximums set by the PC zone by two spaces. Therefore, a condition of approval requires the two parking spaces adjacent to the alley be removed and replaced with landscaping. With this condition, the required 10-foot wide landscape buffer along the alley and adjacent to the masonry wall will be provided. This landscape buffer is not required along the east and west property lines since these properties are zoned PC and included in the DA. A recommended condition of approval requires the parking spaces along the east side of the parking lot not to overhang the landscape buffer, which can be accomplished by reducing the landscape buffer to three feet or converting some of the parking spaces to compact. In addition, 10 bicycle spaces shall be provided onsite and future cross access shall be granted to the east and west when these properties redevelop.

The site is large enough to accommodate the planned residential development. The ground floor units provide over 100 square feet of open space within the common area between the buildings, and the balconies on the second and third floors provide 100 square feet of open space for the upstairs units. The project also provides a 500 square foot common room as an amenity. The project density is 31.25 units per acre and the PC zones allows up to 43.5 units per acre. The development complies with all the required setbacks and height requirements of the PC zone with the exception of the requested variances from the side setbacks. Higher density residential developments are encouraged along transit corridors and close to Neighborhood Activity Centers. The subject property is also located close to a priority area for TOD development at the intersection of Whitewater Blvd and State Street as identified in the State Street Transit and Traffic Operations Plan. As such, this area anticipates residential densities of 24 units per acre or higher.

**Variance**

The applicant is requesting a variance for the building and carports to encroach 5 feet into the side yard setbacks. A 10-foot side yard setback is required along the east and west property lines since the adjacent properties contain residential uses. The exceptional circumstance associated with the site is that these adjacent parcels are zoned PC-D/DA and included in the overall conceptual development plan within the DA. As such, it is anticipated that they will redevelop in a similar fashion to the subject property. In addition, historically the adjacent properties have been occupied with both residential and commercial uses. For example, variances from the side yard setbacks were not required with the approval of the planned residential development in 2017 since the adjacent properties at that time were occupied or being developed with commercial uses. However, currently these properties contain residential uses. The subject property will provide a landscape buffer and 6-foot high solid fence along these...
property lines to screen the adjacent properties.

**Connectivity**
State Street extends along the north side with an alley along the back of the property. With the DA modification the subject property would be allowed to access the alley. This would eliminate the need for an access point onto State Street (i.e. principal arterial roadway). In addition, alley access is promoted within the Comprehensive Plan. In addition, the proposed improvements to the State Street streetscape will enhance the pedestrian connectivity within the surrounding area. The applicant is proposing to provide cross-access with the adjacent properties to the east and west when they redevelop.

**8. Approval Criteria**

**Rezone (11-03-04.3(7)(c))**

i. *Is in compliance with the Comprehensive Plan;*

This site is designated as “Mixed Use” per the Boise City Comprehensive Plan Land Use Map, which accommodates a variety of uses depending on the surrounding neighborhood. The planned residential development enhances the mixture of uses (i.e. office, personal service, and residential) and buildings design within the overall project along State Street. Modifying the DA to allow different types of building designs (e.g. a modern and urban design) and updating the conceptual site plan is consistent with the Comprehensive Plan. Principle GDP-MU.5 encourages a variety of building features, such as varied materials, architectural detailing, façade articulation and varied building heights and scale. In addition, granting the subject property access to the alley is supported by Principles GDP-C.4 and GDP-CG.4, which promotes the use of a centralized access point (i.e. alley) to manage traffic circulation and reduce pedestrian and vehicle conflicts.

ii. *Is in the best interests of the public convenience and general welfare;*

Modifying the DA to allow a more modern and/or urban building design, allowing the subject property alley access and updating the conceptual site plan is in the best interest of the public convenience and general welfare. Promoting residential uses with variety of features, such as varied materials, architectural detailing and varied building heights is encouraged within mixed use projects. In particular, the site is located along a principle arterial roadway (i.e. State Street), which is a Gateway corridor. Removing the restriction to alley access will limit the number of access points onto an arterial roadway. In addition, using alley access is promoted by the Comprehensive Plan (Principles GDP-C.4 and GDP-CG.4.)
iii. **Maintains and preserves compatibility of surrounding zoning and development.**

Modification to allow a modern and/or urban building design, removing restrictions on the number of ally access points and the updated conceptual site plan are compatible with surrounding properties. The site is located along a principle arterial and gateway street. Developments along Gateway corridors and major roadways are encouraged to provide building designs that include varied materials, architectural detailing, façade articulation and varied building heights. As such, allowing for different building styles is compatible with adjacent properties located along State Street. Granting the subject property alley access will eliminate curb cuts to an arterial roadway, which is promoted by the Comprehensive Plan. It also promotes a site design that locates the buildings along the street frontage with the parking along the alley.

**Planned Unit Development (11-03-04.07(C7))**

i. **The location is compatible to other uses in the general neighborhood:**

The proposed modification to the planned residential development is compatible with the general neighborhood. The site is located on the south side of State Street near the intersection of State and 27th Streets. The subject property is vacant land and adjacent to the east and west are residential uses. Across the alley to the south is an established residential neighborhood comprised of detached single-family homes. It is in close proximity to a Neighborhood Activity Center located at the intersection of 27th Street and Stewart Avenue. This area along State Street is developed with office and retail uses as well as adaptive uses where existing homes have been converted to commercial and office uses. The addition of multi-family residential will help support these different uses while providing a transition from the State Street Transit Corridor to the single-family residential to the south. In addition, residential developments are encouraged along transit corridors and near activity centers (Policy CC9.1(a).)

ii. **The proposed use will not place an undue burden on transportation and other public facilities in the vicinity:**

Comments received from public agencies confirm the proposed use will not place an undue burden on the transportation system or other services in the vicinity. Most public agencies had standard comments or conditions, except for the following:

- ACHD requires paving the alley from the subject site to the nearest cross street (25th Street) and installing “No Parking” signs. They also require the replacement of any deteriorated curb and gutter and have approved the construction of a 10-foot wide sidewalk along State Street. In addition, all irrigation facilities shall be located outside of the right-of-way and right-of-way easements.
• The Boise Fire Department requires an additional fire hydrant be installed. Fire hydrants capable of producing the required fire flow must be located so that no part of the structure is more than 600 feet from the hydrant. In addition, 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.

• The Boise City Canal Company commented on PUD17-00011 and at that time required the applicant pipe and install an irrigation box for the irrigation lateral that extends across the front of the property. The applicant shall enter into a license and maintenance agreement with the irrigation company.

There is an existing improved bus stop 160 feet to the west near the intersection of 27th Street and State Street.

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 attached conditions of approval, the site is large enough to accommodate the proposed use. Each unit will exceed the required 100 square feet of private open space. The project will provide the required amount of parking as per the development code and with the condition of approval to remove two spaces it will not exceed the PC zone parking maximum. A condition of approval will require 10 bicycle parking spaces on site. All parking meets the minimum required backup space and complies with parking stall dimensions. When cross access with the adjacent properties is provided there will still be compliant parking on site as per the Development Code.

The overall height of the structures is below the maximum height of the PC zone. The proposed building design is modern and includes modulation and flat roofs, which is consistent with development along State Street. This will be further reviewed with the Design Review application.

As conditioned, the streetscape will match what currently exists on this block face of State Street adjacent to the site with a landscape strip, detached sidewalks, and an additional landscape buffer. This will also be further reviewed by the Design Review Team. The streetscape will help create a walkable environment for pedestrians and tenants along a busy arterial roadway.

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. Residential is conditionally allowed in the PC (Pedestrian Commercial) zone as an accessory use. With the existing commercial buildings, this residential project will be accessory for
the overall development that is zoned PC. The residential will support the variety of uses along the State Street Corridor. Also, with the property being developed and no longer vacant, it will provide a transition between the major transit corridor and the single-family neighborhood to the south.

Adjacent residents should be minimally impacted due to the amount of parking provided and Boise City and ACHD (Ada County Highway District) requiring the remaining gravel alley be paved from the site to 25th Street. Furthermore, the applicant will construct a six-foot high masonry wall with a landscape buffer along the alley as required by the DA.

v. The proposed use is in compliance with the Comprehensive Plan.

The proposed use is supported by the Comprehensive Plan. The site is located at State Street between 25th and 27th Streets. Blueprint Boise identifies the intersections of State Street–Whitewater Park Boulevard and State Street–18th Street as designated mixed-use activity centers in Policy NE-CCN 2.2. In addition, the intersection of 27th Street and Stewart Avenue is designated as a Neighborhood Activity Center. This activity centers along State Street are within ½ mile of the site and the Neighborhood Activity Center is within 1/8 mile of the site. Residential development is encouraged near activity centers (Goal NAC 2). Furthermore, this is a compact transit supportive development which is supported along State Street (Policy NE-CCN 2.5.)

Goal PDP 1.1 identifies major travel corridors as a priority for infill. Principle GDP-MU.2 encourages housing within activity centers so residents can walk or take transit to shops, services and jobs. Principle IDP-MU.1 also encourages the mix of uses to help existing centers revitalize over time. Lastly, the site design locates the buildings along the street frontage with the parking behind structures, which is promoted by Principle GDP-MU.4. These site design standards are also required by the specific PC zone design standards.

The proposal also meets several guidelines in the State Street Corridor Transit Oriented Development Policy Guidelines by assuring mixed use development within an activity center to create a sense of place for the surrounding neighborhood (Guideline 3). With the extension of the streetscape it incorporates pedestrian and bicycle linkages which helps promote using transit services (Guideline 4).

vi. A multi-family building (any building containing more than two residential units) is designed to comply with the Citywide Design Standards and Guidelines;

Much of the project is in compliance with the Citywide Design Standards and Guidelines. There is a building presence along the right-of-way in the form of a three-story building with doors, windows and balconies on the façade. Materials for the exterior façade were not detailed in the submittal documents, however, the Design Review Team will review this proposal with a separate application once the project is more finalized. They will also be reviewing the landscape materials proposed on
site to ensure plant materials are suitable for the space available and ensure the entire project complies with the development standards listed within the Development Agreement.

**Variance (Section 11-03-04.14)**

A variance may be granted when it is found that:

1. **There is either a hardship associated with the property itself or an exceptional circumstance relating to the intended use of the property that is not generally applicable in the district;**

   There are exceptional circumstances which justify the granting of the variance. The exceptional circumstance associated with the site is that these adjacent properties are zoned PC-D/DA and part of overall conceptual development as detailed within the DA. As such, it is anticipated that these properties will redevelop in a similar fashion as the subject property.

2. **Granting of the variance will not be in conflict with the Comprehensive Plan and will not affect a change in zoning; and,**

   The Comprehensive Plan does not specifically address variances. However, the variance to the side setback will facilitate higher density residential development on the subject property. The Comprehensive Plan supports higher density projects along State Street (i.e. a transit corridor) and near activity centers (Policies CC 9.1 and NAC 2.2). There is a bus stop for Route Number 9 adjacent to the site and it is approximately 1/8 of a mile from a neighborhood activity center and ½ mile from two community activity centers along State Street.

3. **Granting of the variance will not be materially detrimental to the public health, safety, or injury to the property or improvements of other property owners, or the quiet enjoyment thereof.**

   The variance will not be materially detrimental to the public health, safety or welfare, or injurious to the property or improvements of other property owners. The Planning Team cannot identify any adverse impacts on surrounding properties. In addition, the adjacent properties have historically been occupied by both residential commercial uses in the past. There are no conflicts with noise or adverse lighting.

**9. Recommended Conditions of Approval**

**Site Specific**

1. Compliance with the plans and specifications submitted to and on file in the Planning and Development Services Department date received January 30, 2020, except as expressly modified by Design Review and the following conditions:
2. Each unit shall have a minimum of 100 square feet of private open space.

3. The streetscape shall have a 10-foot landscape strip from back of curb, to include a minimum of two Class II trees, and a 10-foot sidewalk.

4. Ten bicycle spaces shall be provided onsite.

5. Two parking spaces shall be removed and converted to landscape adjacent to the alley.

6. Upon redevelopment of the adjacent properties, the southern parking spaces shall be modified to provide cross access for the parcel to the east and west.

7. Upon approval of the Development Agreement Modification, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

8. Within one year of the date City Council approves the Development Agreement Modification, 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.

9. The parking spaces along the east property line shall not overhang the landscape buffer.

Agency Requirements

10. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District; and
   b. Boise City Fire Department (February 21, 2020)

11. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   a. Sewer (February 3, 2020);
   b. Solid Waste (February 3, 2020);
   c. Drainage (February 3, 2020)
Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

**Standard Conditions of Approval**

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

13. Vision Triangles, as defined by the Development Code, shall remain clear of sight obstructions.

14. 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.

15. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

17. 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.

18. Utility services shall be installed underground.

19. 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.

20. 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.
21. 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.

22. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid.

23. 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.

24. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

25. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

27. 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

Inter-Department Correspondence

Date: February 3, 2020

To: Planning and Development Services

From: Mike Sheppard P.E., Civil Engineer II
Public Works Department

Subject: PUD20-00002; 2507 W. State Street; Sewer Comments

Connection to central sewer is required. Sanitary sewers are available in alley.

Prior to granting of final sewer construction plan approval, all requirements by Boise City Planning and Development Services must be met.

If you have any further questions, please contact Mike Sheppard at 608-7504.
TO: Planning and Development Services  
FROM: Evan Carpenter  
    Environmental Analyst  
    Public Works Department  
DATE: 2/3/2020  
RE: Solid Waste Comments – PUD20-00002

City of Boise Solid Waste staff has reviewed the application for this project and has no comments. Solid waste is OK as planned.

The link below provides information regarding trash enclosure design and location requirements:

https://www.cityofboise.org/media/7186/commercialenclosurerequirements.pdf

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
Date: 31 January 2020

To: Planning and Development Services

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

Subject: Street Light Comments
PUD20-00002: 2507 W State St.

No comment.

If you have any questions, contact Tom Marshall at 208-608-7526 or tmarshall@cityofboise.org.

Tom Marshall
Street Light Program Technician
Public Works Engineering
Office: (208)608-7526
tmarshall@cityofboise.org

Making Boise the most livable city in the country.

I:\PWA\Subjects\Review Comments\CUs\CU Streetlight comment template 2019_with letterhead_Cloverdale Rd.
To: Planning and Development Services  
From: Brian Murphy, Drainage Coordinator  
       Public Works  
Subject: PUD20-00002; Drainage/Stormwater Comments  

A drainage plan must be submitted and approved by Public Works prior to issuance of a building permit.

If you have any further questions contact Brian Murphy, 384-3752.
February 21, 2020

David Moser
PDS – Current Planning

Re: PUD-20-00002 – 2507 W State St.

Dear David,

This is a request for a Planned Unit Development to construct 2 multi-family structures with 10 total units.

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 Ordinance 6308.

Comments:
1. Fire hydrants, capable of producing the required fire flow, shall be located so that no part of the structure is more than 600-feet from the hydrant. (IFC 507.3, IFC B105.2, IFC C105). An additional fire hydrant will be required.
2. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet. (IFC 503.2.1) The alley does not qualify as a fire apparatus access road due to the narrow width. Fire Department Access shall be from State Street.
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)

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,

Romeo P Gervais
Deputy Chief – Fire Marshal
Boise Fire Department
TO: Boise City Planning and Zoning Commission

FROM: David Moser, Associate Planner

DATE: March 2, 2020

RE: CAR20-00001, PUD20-00002 & CVA20-00003 / 2507 W State Street / Late Correspondence

Legal Description
The applicant requests a modification of a development agreement and a conditional use permit for a planned residential development comprised of 10 multi-family units on 0.32 acres located at 2507 W State Street in a PC-D/DA (Pedestrian Commercial with Design Review and Development Agreement) zone. A Variance from the side yard setbacks is included.

Summary
The Planning Team received late correspondence from the Ada County Highway District (ACHD). The project report from ACHD stated the project can be approved with standard conditions.

Attachments
- ACHD Project Report
Project/File: St. Mary’s Multifamily/ BOI20-0070/ CAR20-00001, PUD20-00002, CVA20-00003

This is a planned unit development and variance application to develop two 5-unit apartment buildings on 0.32 acres and a modification to a development agreement with the City of Boise to modify access onto an alley.

Lead Agency: City of Boise

Site address: 2507 W. State Street

Staff Approval: February 25, 2020

Applicant: Travis Perry
Core Building Co.
1300 E. State Street
Eagle, ID 83616

Representative: Ward Schwider
Architectural Productions
1716 N. 32nd Street
Boise, ID 83703

Staff Contact: Paige Bankhead
Phone: 387-6293
E-mail: pbankhead@achdidaho.org

A. Findings of Fact

1. Description of Application: The applicant is requesting approval of a planned unit development and variance application to develop two 3-story 5-unit apartment complexes with carports and a clubhouse. The applicant is also requesting approval of a development agreement modification to allow 4 access points onto the adjacent alley for 4 properties instead of 3 because a neighbor will not cooperate in a shared access.

The property is zoned Pedestrian Commercial with Design Review/Development Agreement (PC-D/DA). The City of Boise designates this area as compact.

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>Combined Residential</td>
<td>R-2</td>
</tr>
<tr>
<td>South</td>
<td>Combined Residential</td>
<td>R-2</td>
</tr>
<tr>
<td>East</td>
<td>Combined Residential</td>
<td>R-2</td>
</tr>
<tr>
<td>West</td>
<td>Combined Residential/Pedestrian Commercial/Design Review &amp; Development Agreement</td>
<td>PC-D</td>
</tr>
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</table>
3. **Site History:** ACHD previously reviewed this site as a planned unit development application for an 11-unit multi-family development with a club house in July 2017. The requirements of this staff report differ with those of the prior action due to the modification to the development application.

4. **Transit:** Transit services are available to serve this site via Route 9.

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):**
   - State Street is listed in the IFYWP to be widened to 7-lanes from 27th Street to 36th Street.

### B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 55 additional vehicle trips per day (0 existing); 5 additional vehicle trips per hour in the PM peak hour (0 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

2. **Condition of Area Roadways**
   Traffic Count is based on Vehicles per hour (VPH)

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
<th>PM Peak Hour Traffic Count</th>
<th>PM Peak Hour Level of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Street</td>
<td>75-feet</td>
<td>Principal Arterial</td>
<td>1,472</td>
<td>Better than “E”</td>
</tr>
</tbody>
</table>

*Acceptable level of service for a seven-lane principal arterial is “E” (2,720 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 State Street east of 28th Street was 29,309 on 08/31/2017.

### C. Findings for Consideration

1. **State Street Transit and Traffic Operations Plan**
   The State Street Transit and Traffic Operations Plan (TTOP) builds on previous plans and policy decisions that envision improvements that will create a transit supportive streetscape with good pedestrian and bicycle access and transit-oriented development (TOD). The Transit Operations Plan describes transit routing and operating concepts and how they were defined and evaluated as an integral part of the TTOP. This Plan also provides recommendations and an implementation strategy for transit service improvements in the State Street corridor.

   The purpose of the plan is to evaluate and recommend transit service improvements that support the vision of State Street as a multi-modal street serving relatively dense, transit-oriented development at major nodes. This report describes the analysis methods and approach. This plan has been developed to build upon the adopted plans and policies with input from VRT, ACHD, the City of Boise, Garden City, City of Eagle, ITD and COMPASS.

2. **State Street/Irrigation Lateral 13**
a. **Existing Conditions:** State Street is improved with 7-travel lanes, vertical curb, gutter, and 5-foot wide attached sidewalk abutting the site. There is 138-feet of right-of-way for State Street (50-feet from centerline). There is an existing irrigation lateral, Lateral 13, that is located behind the sidewalk and outside of the right-of-way, that runs parallel to State Street abutting the site.

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 7-lane street section shall be 96-feet (back-of-curb to back-of-curb) within 120-feet of right-of-way. This width typically accommodates three travel lanes in each direction, a continuous raised or landscaped median with intermittent turn lanes, and safety shoulders.

**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.

**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.

**Achalıd Master Street Map:** ACDH 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 State Street is designated in the MSM as a Towncenter Arterial with 7-lanes and on-street bike lanes, a 96-foot street section within 120-feet of right-of-way.
**Irrigation Facilities:** District Policy 7215.2 States that all irrigation facilities must be located outside the public right-of-way except where system distribution lines cross perpendicular to the right-of-way, unless otherwise approved by the District. A shutoff valve or manhole shall be installed on both sides of all crossings at the right-of-way line. If the District approves the location of irrigation facilities within the public right-of-way, a maintenance agreement will be required with the entity that owns the irrigation facilities.

c. **Applicant Proposal:** The applicant has proposed to remove the existing sidewalk and construct a 10-foot wide detached concrete sidewalk with a 9.2-foot wide planter strip abutting the site on State Street. The applicant has proposed to pipe the existing irrigation lateral underneath the proposed sidewalk.

d. **Staff Comments/Recommendations:** The applicant’s proposal to pipe the irrigation lateral underneath the proposed 10-foot wide sidewalk does not meet District Policy which requires irrigation facilities to be located outside of the right-of-way or right-of-way easement and should not be approved, as proposed. If the City of Boise requires sidewalk to be reconstructed abutting the site, then the lateral must be located behind the sidewalk and must remain outside of the right-of-way or right-of-way easements.

The applicant’s proposal to construct the 10-foot wide detached concrete sidewalk with a 9.2-foot wide planter strip exceeds ACHD policy which requires the construction of 5-foot wide detached sidewalk with an 8-foot planter strip and should be approved, as proposed.

The applicant should provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any detached sidewalk placed outside of the dedicated right-of-way.

Consistent with ACHD’s Minor Improvement policy, the applicant should be required to replace any broken or deteriorated portions of curb, gutter, and sidewalk on State Street abutting the site.

3. **Alleys**

   a. **Existing Conditions:** There is an existing 12-foot wide unpaved alley abutting the site. The is signed as one-way from east to west. There is 16-feet of right-of-way for the alley abutting the site. The alley is paved from 27th Street to approximately 75-feet west of the site.

   b. **Policy:**

      **Existing Alley Policy:** District Policy 7210.2 states that if a proposed development abuts an existing alley, the dedication of additional right-of-way to obtain a minimum width from the centerline of the alley of 8-feet for residential uses and 10-feet for non-residential or commercial uses may be required. Each development will be reviewed by the District on a case-by-case basis. If the proposed development takes access from an alley, the developer will be required to pave the entire width of the right-of-way from the nearest public street to and abutting the development.

      **Alley Parking & Setbacks Policy:** District Policy 7210.3.3 states that parking within the alley right-of-way is prohibited. “No Parking” signs are required to be installed by the developer. The signs should be located at the alley/street intersections. Parking which is entered from the alley shall be designed so the minimum clear distance from the back of the parking stall to the opposite side of the alley is 20-feet for all perpendicular parking.

      Setbacks for structures taking access from the alley should be closely coordinated with the lead land use agency. The setbacks shall either discourage parking within the alley (where it may partially block or occur within the right-of-way) or allow adequate area for one perpendicular parking pad. In order to discourage parking, building setbacks shall be minimal from the alley right-of-way line, while still achieving the required 20-feet of back-up space from a garage or other parking structure to the opposite side of the alley (i.e. 4-foot setback + 16-foot alley = 20-feet for back-up space).
Vacations of Alleys Policy: District Policy 7210.3.6 states that vacations of alley right-of-way are discouraged and shall not result in dead-end alleys.

c. Applicant Proposal: The applicant is proposing to construct a 23-foot wide driveway onto the alley and to pave the alley.

d. Staff Comments/Recommendations: The applicant should be required to pave the alley its entire width from the nearest cross street, 25th street, to the west property line of the site. There is already 16-feet of right-of-way for the alley, therefore staff recommends no additional right-of-way dedication for the alley with this development application.

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
   State Street is classified as a principal arterial roadway. Other than the access specifically approved with this application, direct lot access is prohibited to this roadway and should be noted on the final plat.

D. Site Specific Conditions of Approval
   1. Pave the alley its entire width from 25th Street to the west property line of the site.
   2. Construct a 10-foot wide detached concrete sidewalk located at a minimum of 43-feet from the centerline of State Street abutting the site. If street trees are desired, then a minimum 8-foot wide planter strip shall be provided. Provide a permanent right-of-way easement for detached sidewalks located outside of the dedicated right-of-way.
   3. All irrigation facilities shall be located outside of the right-of-way or right-of-way easements.
   4. Consistent with ACHD’s Minor Improvement policy, the applicant should be required to replace any broken or deteriorated portions of curb, gutter, and sidewalk on State Street abutting the site.
   5. Other than the access specifically approved with this application, direct lot access is prohibited to State Street.
   6. 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.
   7. Payment of impact fees is due prior to issuance of a building permit.

E. Standard Conditions of Approval
1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant’s engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District’s Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District’s Utility Coordinator at 387-6258 (with file number) 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
SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the “Second Amendment”) is made and entered into as of May *, 2020 by and between the CITY OF BOISE CITY (“City”), and St. Mary's Apartments LLC located at 1300 E. State St. Eagle, Idaho, (“Developer”). Adjacent to Parrish Crossing Condo LLC Jumpstart Investments, located at 2535 W State St. Boise, Idaho. (no longer associated with development)

RECITALS

A. The City and Developer entered into that certain Development Agreement dated April *, 2020 and recorded April *, 2020 as Instrument No. 00000000000 in the official records of Ada County, as amended by that certain First Amendment thereto recorded on February 13, 2002 as Instrument No. 102018245 (the “Agreement”).

B. The parties desire to change certain restrictions contained in the Agreement, upon the terms and conditions set forth in this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained in this Second Amendment, the parties agree as follows:

1. Defined Terms. Any capitalized term not otherwise defined in this Second Amendment shall have the same meaning as ascribed to such term in the Agreement.

2. Amendment to Section 4(B). Section 4(B) of the Agreement shall be amended to read as follows:

“B. Property Ingress and Egress: Access off of State Street onto the Property shall be approximately mid-block as requested by Ada County Highway District. The curb cut shown on the Site plan is merely illustrative and is not binding on the Developers until a Developer obtains Design review approval. At such time, the Developers shall enter into a reciprocal access agreement granting the Developers the right to use said curb cut for ingress and egress to each Developer’s respective parcel with the property. As each parcel within the Property is developed, the existing state street curb cuts will be eliminated and upon completion of development, the Property will not have access off of 25th or 27th Streets except from the alley. Access from the alley to on-site parking will be limited to points as near as possible to the side streets and one additional point located at approximately mid-block. Access to the alley shall be limited to one approach per lot or as required by the City Fire
Department. Existing ingress and egress for each parcel within the Property shall remain open until development begins on the specific parcel.

3. **Amendment to Section 4(C).** Section 4(C) of the Agreement shall be amended to read as follows:

   “C. Landscape Buffer: A six foot high masonry wall with landscaping will be provided along the south alley property line at all locations not required for ingress, egress or clear vision triangle requirements. A five-foot minimum landscape buffer with a CMU trash enclosure to match existing CMU wall along the south alley property line. At parking areas contiguous to 27th Street, dense deciduous plants shall be planted to screen the parking areas. All other landscaping shall be in compliance with the PC zone.”

4. **Deletion of Section 4(D).** Section 4(D) of the Agreement shall be deleted from the Agreement.

5. **Amendment to Exhibit B.** Exhibit B to the Agreement shall be replaced with the revised Exhibit B attached to this Second Amendment.

6. **Ratification.** Except as amended in this Second Amendment, the Agreement remains in full force and effect and is hereby ratified and confirmed. In the event of any conflict between the Agreement and this Second Amendment, this Second Amendment shall control.

7. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Second Amendment.

    [ end of text; counterpart signature pages follow ]
COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF this Second Amendment has been executed as of the day and year Second above written.

BOISE CITY:

By: __________________________
    Lauren McLean, Mayor

ATTEST:

____________________________

STATE OF IDAHO                 )
    : ss.                       
County of Ada                  )

On this _____ day of __________, 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 municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

____________________________
Notary Public for Idaho
Residing at: ________________________
My commission expires: ______________
COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF this Second Amendment has been executed as of the day and year Second above written.

St. Marys Apartments LLC

By: __________________________
    Travis Perry, Manager

STATE OF IDAHO  
                   )
                   : ss.
County of Ada    )

On this, day of ________, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Travis Perry, known or identified to me to be the Manager in the limited liability company of St. Marys Apartments LLC, and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

____________________________
Notary Public for Idaho
Residing at:____________________________
My commission expires: ____________________
MEMO

TO: Mayor and Boise City Council
FROM: Céline Acord, Current Planning Manager
PREPARED BY: Karla Nelson, Associate Planner
HEARING DATE: June 30, 2020
RE: CAR20-00004 / Rezone / 13984 W Jasmine Ln.

A rezone of 5.14 acres located at 13984 W Jasmine Ln. from A-1 (Open Lands) to C-2D/DA (General Commercial with Design Review and a Development Agreement).

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This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
BACKGROUND & SUMMARY OF PLANNING & ZONING COMMISSION ACTION

On March 9, 2020, the Planning and Zoning Commission unanimously recommended approval of a rezone of 5.14 acres located at 13984 W. Jasmine Ln. from A-1 (Open Lands) to C-2D/DA (General Commercial with Design Review and a Development Agreement). The associated conditional use permit for a planned residential development comprised of 150-units for senior living was approved by the Commission without appeal.

Surrounding Area & Connectivity

The site is located on the western side of Eagle Rd. between McMillan and Ustick Rd. The parcel contains one single-family home which will be removed. Property directly to the west, was recently transferred from the City of Boise Area of City Impact to the City of Meridian Area of City Impact. This property to the west, which is now within the City of Meridian, is proposed for the Delano Subdivision consisting of 66 single-family homes and an 84-unit multi-family development. Multi-family and commercial uses are to the south and a large parcel with a single-family home and retail store is to the north. The applicant intends to use the subject property for a 150-unit senior living facility.

In relation to the approved planned residential development, the Planning Team explored the possibility for the proposed senior living facility to take access from a public roadway connection at the Jasmine Lane alignment. However, ITD will not support a public roadway connection as it does not meet offset requirements from Wainwright Drive and there is not enough space for a right turn lane. There are similar concerns with a public roadway at Eagle View Lane.

Proposed Rezone

As further detailed in the original project report, the requested rezone is compatible with the Comprehensive Plan as the future land use map designates the site as “General Mixed-Use”, within which the C-2 zone is allowed. While nearly every zoning district is permissible in the “General Mixed Use” land use designation, only the commercial (C-1 through C-5), office (R-O, N-O, L-O) and multi-family zones (R-2, R-3) can support the proposed senior living facility through the table of allowed uses. The multi-family residential and office zones are not consistent with commercial uses to the south along Eagle Road and would prohibit commercial development along a major corridor. The proposed C-2D zone is compatible with commercial zoning directly to the south and will provide a transition to the proposed multi-family and single-family development directly to the west. In the event the senior living project doesn’t materialize, commercial zoning will allow for a broad range of compatible uses and the development agreement will allow for them to be evaluated on a case by case basis.
Development Agreement

One concern with the proposed rezone to C-2 is the potential range of uses that could be allowed including several auto-oriented uses, some of which may not fit into the context of the area. To mitigate any concerns over allowed uses, the applicant submitted a development agreement for the project stipulating that the only allowed use for the property is an assisted living community and memory care facility along with associated accessory uses.

The development agreement proposed by the applicant also includes several provisions related to cross access:

- Cross access is provided for the parcel directly to the north in order to accommodate consolidated access for potential future redevelopment.
- Cross access is provided for the parcel directly to the south in coordination with the City of Meridian approved Fast Eddy’s development agreement.
- Cross access to the west will be limited to emergency-only access when alternative access is provided or when redevelopment produces incompatible traffic volumes.
- Pedestrian and bicycle cross access is allowed to the west, south and north.
Vehicular cross access to the west was the main point of discussion during the Planning and Zoning Commission hearing. The Planning Team recommended that the development agreement be modified to allow for perpetual cross access to the west to preserve connectivity opportunities for this developing area. However, the applicant was opposed to this condition as ITD approved the access drive onto Eagle Road exclusively for the trips generated from the senior living facility. Cross access to the west, where a multi-family development is proposed within the Delano Subdivision, would exceed the allowable trips. After hearing concerns from the applicant, the Planning and Zoning Commission found that perpetual cross access to the west would severely restrict the proposed senior living facility development. Furthermore, the Commission found that cross access could negatively impact safety, as cut through traffic could pose concerns for pedestrians. Ultimately, the Planning and Zoning Commission recommended that the draft development agreement submitted by the applicant on February 24, 2020 be approved without any changes to the cross access provisions.

Public Testimony
Limited testimony was received from the public. Concerns focused on ensuring access for existing properties to the west and safety for future residents of the senior living facility in relation to traffic, accidents and noise on Eagle Road. After listening to testimony and the rebuttal by the applicant, the Commission unanimously recommended approval of the rezone.

CONCLUSION & RECOMMENDATION
The Planning and Zoning Commission recommended approval of the rezone to C-2D/DA based on the following reason statement:

Reason for Decision
The rezone meets the approval criteria of Boise City Code Section 11-03-04.3.B(7)(c). The rezone is consistent with the Boise City Comprehensive Plan as the subject property is designated as "Mixed Use" on the Land Use Map, within which the C-2 zone is allowed. Requiring cross access is supported by Goal WB-C 2 which encourages greater connectivity in the West Bench Planning Area. The C-2 zone is most compatible with the surrounding zoning and development as the site is along Eagle Road a major travel corridor and the use restricted through the Development Agreement will transition effectively to the residential properties to the west while maintaining a commercial street presence. The property is currently zoned A-1 (Open Land), with a maximum residential density of one unit per acre. This is not an appropriate zone for a property in an urban setting along a major transportation corridor where services, infrastructure and amenities are readily available. The rezone is in the best interest of the public convenience and general welfare as it will provide a valuable service to the community in the form of senior housing and care.
March 10, 2020

Kenny Hrabar
Stellar Senior Living
4525 Wasatch Blvd
Salt Lake City, UT 84124
kenny@stellarliving.com

Re: CAR20-00004 & PUD20-00008 / 13984 W Jasmine Ln

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 5.14 acres located at 13984 W Jasmine Ln. from A-1 (Open Lands) to C-2D/DA (General Commercial with Design Review and a Development Agreement). A conditional use permit for a planned residential development comprised of 150-units for senior living is also included.

The Boise City Planning and Zoning Commission, at their hearing of March 9, 2020, approved your conditional use request, based on compliance with the attached Reason for the Decision and Conditions of Approval.

May we also take this opportunity to inform you of the following:

1. This conditional use approval will not take effect until after the appeal period has lapsed.

2. The decision of the Boise City Planning and Zoning Commission may be appealed to City Council within ten (10) calendar days from the issuance of this decision. The appeal must be written, accompanied by the appropriate fee, and submitted to the Planning and Development Services Department prior to the deadline set forth herein. Appeal application forms are available in the Planning Department or online under Applications at: http://pds.cityofboise.org/.

3. All appeals of this conditional use permit must be filed by 5:00 P.M., on March 19, 2020.

4. If this Conditional Use Permit is not acted upon within two (2) years, it will become null and void without further notification from this Department.

This letter constitutes your Conditional Use Permit.
The Boise City Planning and Zoning Commission, at their meeting on March 9, 2020, 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) 608-7089 or knelson@cityofboise.org.

Sincerely,

Karla Nelson
Associate Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

KN/mh
cc:  Tamara Thompson / The Land Group, Inc / tamara@thelandgroupinc.com
Wallace E. Hedrick / Wally & Jerrie Hedrick Trust / kenny@stellarliving.com
Matt Grimm / Centennial Neighborhood Association / matt.t.grimm@gmail.com
Reason for the Decision

Rezone
The rezone meets the approval criteria of Boise City Code Section 11-03-04.3.B(7)(c). The rezone is consistent with the Boise City Comprehensive Plan as the subject property is designated as "Mixed Use" on the Land Use Map, within which the C-2 zone is allowed. Requiring cross access is supported by Goal WB-C 2 which encourages greater connectivity in the West Bench Planning Area. The C-2 zone is most compatible with the surrounding zoning and development as the site is along Eagle Road a major travel corridor and the use restricted through the Development Agreement will transition effectively to the residential properties to the west while maintaining a commercial street presence. The property is currently zoned A-1 (Open Land), with a maximum residential density of one unit per acre. This is not an appropriate zone for a property in an urban setting along a major transportation corridor where services, infrastructure and amenities are readily available. The rezone is in the best interest of the public convenience and general welfare as it will provide a valuable service to the community in the form of senior housing and care.

Conditional Use
The senior living facility development complies with the approval criteria of Boise City Code Section 11-03.04.7 (PUD Specific Procedures) and Section 11-07-06.05 (Planned Unit Development Standards). The development will be compatible with the area and will effectively transition from Eagle Road to the residential developments to the west. The site is large enough to accommodate the use as the project meets the density, height and parking requirements of the zone. Correspondence received from commenting agencies confirm that with the included conditions of approval the use will not place an undue burden on the transportation system or other services in the vicinity. The senior living facility will be a relatively quiet neighbor for the residential properties to the west while still providing a commercial style street presence on Eagle Road and will not adversely affect other property in the vicinity. The project is consistent with the goals, objectives and policies of Blueprint Boise. The property is designated "Mixed Use" on the Land Use Map which supports senior living facilities through the conditional use process. Goal NAC7 seeks to facilitate a mix of housing types and this project would add senior housing. Similarly, in support of Principle SHCC11.2 the facility would offer services to elderly residents in the form of housing, recreation and care.

Conditions of Approval

Site Specific

1. Compliance with the plans and specifications submitted to and on file in the Planning and Development Services Department date received January 29, 2020, and revised preliminary plat submitted February 6, 2020, except as expressly modified by the following conditions:

2. Design Review approval shall be obtained prior to building permits.
3. Tree mitigation in compliance with Boise City Code shall be provided.

4. The applicant shall provide cross access for the four existing single-family residences which rely upon access through the site.

5. The site plan shall be modified to include 26’ wide aerial fire access roadways and to maintain this width at the connection points to the west.

**Development Agreement**

6. The following Development Agreement requirements shall be met:

   a. Upon approval of the zoning, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

   b. Within one year of the date City Council approves the zoning, the Development Agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the Development Agreement within the one-year time frame shall automatically render approval of this modification null and void.

   c. Any future development shall comply with the Boise City Development Code and shall obtain all required permits.

   d. The DA shall be modified to include the following condition:

      i. Two-way perpetual cross access shall be provided to the parcels to the west at the approximate locations shown on the site plan and shall not be limited to emergency access only. Planning and Zoning Commission recommended that this condition be removed.

**Agency Requirements**

7. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Idaho Transportation Department *(February 26, 2020)*;

8. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:

   a. Sewer *(February 3, 2020)*;
   b. Sewer Capacity *(February 3, 2020)*;
   c. Solid Waste *(February 4, 2020)*;
   d. Street Lights *(January 31, 2020)*;
   e. Pretreatment *(January 31, 2020)*; and
   f. Drainage/Stormwater *(February 3, 2020).*
Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

9. The applicant shall comply with all requirements of the Boise City Building Department.

10. The applicant shall comply with all requirements of the Boise Fire Department comments received February 24, 2020. Any deviation from this plan is subject to Fire Department approval. For additional information, contact Ron Johnson at 208-570-6500.

**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. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

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

14. 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.

15. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

17. 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.

18. Utility services shall be installed underground.
19. 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.

20. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or 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.

21. 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.

22. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

23. 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.

24. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

25. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

26. Prior to the expiration of this permit, the Commission may, upon written request by the holder, grant a two-year time extension. A maximum of two (2) extensions may be granted.
27. 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:

CAR20-00004 / STELLAR SENIOR LIVING

and

PUD20-00008 / STELLAR SENIOR LIVING

13984 West Jasmine Lane

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TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, MARCH 9, 2020

COMMISSIONERS PRESENT:

MEREDITH STEAD, CHAIR

BOB SCHAFER, CO-CHAIR

JENNIFER STEVENS

MILT GILLESPIE

JANELLE FINFROCK

JIM BRATNOBER

BEN ZUCKERMAN, STUDENT COMMISSIONER

TRANSCRIBED BY:

VICTORIA HILLES
(Begin transcription at 0:45:27 of audio file.)

INTRODUCTION

CHAIRMAN STEAD: Okay. Moving right along. Up next is Item 6. It's CAR20-4, Stellar Senior Living at 13984 West Jasmine Lane, a rezone, and PUD20-8, a conditional-use permit for a planned residential development.

COMMISSIONER SCHAFER: Madam Chair.

CHAIRMAN STEAD: Commissioner Schafer.

COMMISSIONER SCHAFER: I will be recusing myself on this item, as my office is working on the site plan for this project.

CHAIRMAN STEAD: Thank you.

COMMISSIONER SCHAFER: Mm-hmm.

CHAIRMAN STEAD: So we'll now hear from staff.

Karla, please go ahead.

KARLA NELSON: Madam Chair and Commissioners, before you is a request to rezone 5 acres from A-1 Open Lands to C-2D/DA, General Commercial with Design Review and a Development Agreement. A conditional-use permit for a planned residential development comprised of 150 units for senior living is also included.

The site is located on the west side of Eagle Road, between McMillan and Ustick Roads. In the
area, office and commercial uses primarily front Eagle Road. The land use transitions to multi-family and single-family residential further to the west.

The proposed rezone to C-2D with a Development Agreement is compatible with the Comprehensive Plan. The future land use map designates the site as general mixed use within the Comprehensive Plan and within which the C-2 zone is allowed. The Development Agreement, which limits the use solely to senior living, a senior-living facility, further ensures this zone will allow for appropriate development along Eagle Road and will be compatible with current and future residential uses to the west, as well as commercial and retail uses to the south and north.

The Planning Team is supportive of the use. The proposal meets the setback, density, parking, and height requirements of the requested zone and will provide a needed housing option for older adults. A variety of amenities will be provided for the future residents and the proposal will generate less traffic and noise than many other uses which could be allowed within the C-2 zone. However, in disagreement with the Applicant, the Planning Team is recommending that the narrowed access drives to the
west be widened to provide clear, east-west connections.

Connectivity is the primary concern that the Planning Team has with the proposal. The Applicant is proposing cross-access to the north and south, but would like to limit access to the west. They propose to consolidate the access points for Eagle View Lane and Jasmine Lane, shown in purple, to a single driveway, shown in green. The Applicant proposes to allow access at this consolidated driveway for the existing single-family homes, which currently utilize these private lanes, but would like to limit access to emergency only when alternative access is provided through a connected Centrepoint Way or when any redevelopment produces traffic volumes that are incompatible with the senior-living facility, create safety hazards, or unduly burden the property.

The Idaho Transportation Department, in their comments, has restricted the proposed consolidated access onto Eagle Road solely for the senior-living facility and that, when the residential homes that currently utilize the existing Jasmine Lane redevelop, they should take access from the adjacent local road and not the new proposed approach.

The Planning Team explored the possibility
for Stellar Senior Living facility to take access from
a public roadway connection at the Jasmine Lane
alignment. However, ITD will not support a public
roadway connection, as it does not meet offset
requirements from Wainwright Drive and there is not
enough space for a right-turn lane. There are similar
concerns with the public roadway at Eagle View Lane.

Despite these concerns, the Planning Team
recommends that the Development Agreement be modified
to perpetually allow cross-access to the north, south,
and west, as shown on this map. The Applicant is in
agreement, as I mentioned, with the cross-access and
the locations highlighted with green stars, but is
opposed to the two proposed cross-access locations to
the west, shown by the yellow stars.

As the surrounding area redevelops,
cross-access will be critical in ensuring adequate
connectivity. From the Planning Team's perspective,
an ideal scenario would include east-west roadway
connections to funnel traffic to Centrepoint Way and
then out to Eagle Road at signalized intersections.
While the proposed site plan and surrounding
development does not accommodate a public roadway, at
least at this time, cross-access does preserve and
could benefit the Applicant by allowing additional
access points for future visitors and residents of the senior-living facility.

It's important to understand that the Idaho Transportation Department has control over access onto their highways, and they do have legitimate safety concerns over excessive traffic utilizing the driveway. It's also important to understand that the City has control over land use, and the Planning Team's recommendation to require cross-access will allow for better long-term connectivity opportunities that will allow future residents and visitors to avoid this driveway onto Eagle Road, which would be better for long-term safety and connectivity. As such, a recommended condition of approval would modify the Development Agreement to include the language shown on this slide and as described in the staff report.

The Applicant's response memo, which was included in your late-correspondence packet, did raise concerns with Condition No. 4 in the report, which required cross-access agreements for the existing single-family residences that rely upon Jasmine Lane and Eagle View Lane for access from Eagle Road.

After further review of that condition, the Planning Team recognized that the original wording
could negatively impact the Applicant's development. The main goal is simply to maintain access for those parcels, and, as such, the Planning Team is recommending that the condition be modified to simply require that cross-access be granted, but not that separate agreements be provided.

In conclusion, the Planning Team recommends approval of the application with revisions to Condition No. 4, as shown on the slide. The Commission will make a final decision on the PUD and a recommendation on the rezone.

CHAIRMAN STEAD: Thank you, Ms. Nelson.

We'll now hear from the Applicant.

Will ten minutes be sufficient?

DAVE MARTIN: Could we ask for 15 and shoot for 10?

CHAIRMAN STEAD: Sure.

DAVE MARTIN: Okay.

Madam Chair, members of the Commission, thank you. My name is Dave Martin. My address is 23633 Freezeout Road in Caldwell. I'm the director of operations for Stellar Senior Living.

And I'd like to introduce, also, our land use planners, Tamara Thompson, with Land Group, as well as Deb Nelson with Givens Pursley.
Before I launch into the project specifics, I'd just like to take a moment and say, "Thank you," to the City staff for their work on this project.

I'd like to give you just a little bit of background on Stellar Senior Living, who we are. We're a family-owned and operated -- oh. We have a slide presentation that we'd like to throw up, if that's okay.

CHAIRMAN STEAD: You can pause the time [unintelligible].

Oh. I'm sorry.

DAVE MARTIN: Got it. Okay.

CHAIRMAN STEAD: Thank you.

DAVE MARTIN: So we're a family-owned and operated company based out of Salt Lake City, Utah. We currently own and operate 11 large senior-living communities, founded in 2012, and two of our original properties were right here in Idaho.

One is up in Coeur d'Alene, North Star Retirement, and one in Idaho Falls, Lincoln Court Retirement. Both have received awards from the Department of Health and Welfare for excellence in operations. North Star with the silver award for having less than three deficiencies on their annual
survey, and Lincoln Court having zero deficiencies on their last operation survey, which is also -- note that it's technically the largest assisted living in the state of Idaho at 148 beds. The only other assisted living near that size is about 54 beds that received a gold-star award, so it's quite the accomplishment. We're very proud of our team there. So we know how to run and operate quality senior-living communities in Idaho. We also know how to build quality properties.

So I just want to touch base, quickly, on a property we've built down in Bountiful, Utah. Recently, back in 2008, we opened Creekside Senior Living. It was the recipient of multiple awards for both design and landscaping. You can see those there on the screen. If we were to build the project -- we're lucky enough to build the project here in Boise, we'd bring that same award-winning operations, as well as design, to the great city of Boise.

To kind of back up, the reason why we'd want this location -- it's an ideal location. Ease of access is key to a successful senior-living community. Adult children place their loved ones there, being able to get to that quickly and efficiently in their
day-to-day travels is very important. It's 20,
30 minutes, basically, to any point in the Treasure
Valley from this location, which is very important to
us. It's also close to St. Luke's Hospital there on
South Eagle Road, about three-and-a-half miles down to
there, as well as many other, different healthcare
providers and specialists, which our residents often
need access to.

And, lastly, the demographics of the
Treasure Valley, as we all know, are growing at a
rapid pace. There is a current need, as well as a
great, future need, for this type of housing for
seniors, and we feel we have a unique operation that
can provide that valuable resource to our seniors.

This is a landscaped site plan for
landscaping we would propose in this type of site. As
you can see, there's actually two very large, interior
courtyards. The larger of the two is about 15,000
square feet, the other is about 7,000 square feet.
There'll be a sort of amenities and other benefits to
that. As City staff noted, 150 units, consisting of
studio, one, and two-bedroom apartments.

Those there are a few of the floor plans.

Just a few renderings and screenshots of
what the interior may look like. We bring quite a bit
of value to the seniors who live with us. We have
everything from beauty salons to cafés and bistros,
exercise and physical-therapy gyms, large
restaurant-style dining, a theater room, as well as
many just common areas that families can come and
gather with their loved ones in, hold special events,
and parties, et cetera.

That's also -- those are oftentimes also
available to the people in that area as well, that, if
they want, we're open to having them come and reserve
those type of areas for other family gatherings or
small, community events. We like to partner with the
communities in which we reside in and become part of
those communities.

Here's just a few other pictures of
different amenities we have: outside barbecue areas,
as well as putting greens, and ponds.

And with that, I'm going to turn the
rest -- the remainder of the time over to Deb Nelson
with Givens Pursley.

One thing I'd like to note, though, is
that for the success of this operation, access to
Eagle Road is key. And it's actually -- if we aren't
able to have -- maintain that access to Eagle Road, it
would make this project unfeasible for what we're


trying to accomplish so -- and Deb Nelson will comment
more on that.

DEBORAH NELSON: Thank you, Madam Chair, members
of the Commission. Deborah Nelson. My address is 601
West Bannock. Here with the Applicant.

Picking up where Dave left off, I guess I
first just want to say we appreciate all the work from
staff, including their comments this evening about
Condition No. 4. And so, really, we're just down to
having one condition proposed by staff that we'd like
to address with you this evening, and that's Condition
6D, where staff has requested that we provide
permanent, full access to the properties to the west.

As Karla noted, we have provided a
Development Agreement that does secure permanent
pedestrian and bike -- or and bikes -- bicycle access
in all directions, as well as permanent cross-access
to the north and south, but the western access
presents some hurdles, and Karla addressed many of
those tonight, and I just want to highlight why we're
asking for that access to be limited.

The most important reason is that this
project cannot proceed or will not proceed without
direct Eagle Road access, and ITD has conditioned the
direct access that we have secured from them on not
allowing redeveloped properties to the west to use that access. And the reason is that, as Karla noted, there's limited space here, and so there's not room for a full turn lane. And if you have more than 20 inbound trips in either a.m. or p.m. peak hour, then you -- your warrant is triggered for that turn lane, and so it's a very limited type of use that can go on this site.

This use is uniquely suited here, because it needs the commercial frontage on Eagle Road, but it actually has very limited trips, much less than you would normally find from the kind of commercial use that would take advantage of Eagle frontage, but we do nearly max that out. As you may have seen from the Kiddleston [phonetic] report that's in the record, our inbound trips max out at 18, so there isn't any capacity there, and that's why ITD conditioned our access approval on not adding any additional redeveloped sites from the west. They can still use it while they have the single-family homes.

An additional point -- I understand -- I appreciate the City's desire, generally, and staff's advocacy for connectivity, but, in addition to just the losing the access that would benefit those properties so they wouldn't have the direct access to
connect to, there's other problems with providing this access in this location.

This is -- from ACHD's Master Street Map, which shows the Collector Network, and to the -- up to the middle of the map that you see here, the dotted, orange line is the continuation of Centrepoint that is intended to pull the trips from these western properties up to Wainwright and down to Ustick. So just as staff indicated, the City's desire for -- they were looking for a western, east-west public road to connect there so that there was a safe way to deliver cars to signalized access points. That's exactly what's planned for this area. This Connector Roadway Network funnels the local cars up to the safe, signalized access points.

If the permit cross-access is required to the west, which causes us to lose our Eagle Road access, that not only limits connectivity for the properties to the west, but it causes this site to no longer have reasonable access. And we've got to look to the properties to the west and to what our other option is to the south to really illustrate that.

If you look to the west, the overlay here shows the pending Delano project that is pending with the City of Meridian. It's -- it proposes to add 66
single-family homes and future multi-family. The multi-family would be right here, just to the immediate west of our site. So if there were no access here and this use would proceed without it, our visitors and residents would have to wind back through here, through the multi-family to get out to this main roadway.

If we look to the south, this is Fast Eddy's Car Wash, this is the service station. Fast Eddy's -- this is all in the city of Meridian, as this is. Fast Eddy's was required to give us cross-access. We would also give them cross-access. The access here would go through behind the Fast Eddy's Car Wash, then back behind the service station or winding around it. And this is, basically, a parking lot that would take us further to the south.

It's not clear that this would be a safe fire access or that these access points being so close together would be allowed without this access here, but, in any case, it's not reasonable access, and it certainly doesn't support our use. It's hard to imagine what commercial use would front here on Eagle Road with this kind of limited access.

These photos really illustrate this. This is through the Fast Eddy's. This is looking south
from our property line. This is the parking
lot -- you'd see the service station here, the car
wash is immediately to the left, just to orient you.
Looking north, you're to the right of the service
station. Here's the car wash. There's the fence that
currently borders on our property. So this is the
parking lot that would be the accessible drive.

A final point about why we don't feel like
this creates the connectivity that staff's looking for
is that our site isn't designed for that kind of
cut-through from the multi-family either. It would
create safety issues. We have proposed a use that we
think appropriately reutilizes this site, better
utilizes the frontage on Eagle Road, and -- but is
really the maximum that could be allowed in this
location.

So we ask the Commission to approve the
conditional-use permit, as recommended by staff, and
to recommend the rezone and Development Agreement that
we've proposed that secures sufficient cross-access to
all of these properties. And I would stand for
questions.

NEIGHBORHOOD ASSOCIATION

CHAIRMAN STEAD: Thank you, Ms. Nelson.

First, we will see -- sorry
[unintelligible] -- if we have a representative from the neighborhood association here tonight. I think that's the Centennial Neighborhood.


We'll move to questions from the Commission.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: Question for staff.

So it's my understanding that ITD opposes the permanent cross-access to future development in the west; is that correct?

KARLA NELSON: Madam Chair, Commissioner Finfrock, that is correct. As the site plan stands now, the -- they don't have capacity at that driveway for more than the use that is proposed so...

COMMISSIONER FINFROCK: Okay. Thank you.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: So I have a question for staff as well.

How does -- there's one procedural question that precedes my second question, which is how does ITD follow up on this sort of thing?

In other words, let's say the City of
Boise decides that we require this cross-access to the west, and let's say, hypothetically, that the Applicant goes forward and builds it. How does ITD keep track of what's happening on that driveway?

KARLA NELSON: Madam Chair, Commissioner Stevens, I'm not sure how they keep track of that, honestly.

COMMISSIONER STEVENS: Okay.

KARLA NELSON: But I believe that they would be doing traffic counts at certain points. They have to go -- the Applicant would have to go through ITD to get the driveway installed, so there might be some point at that time where they're going to be looking at the site plan again.

COMMISSIONER STEVENS: Okay.

Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: So, actually, I have a more substantive -- well, I don't know if it's more substantive, but substantive in a different way. By making this connectivity -- or recommending that the City requires it, are we -- I mean, is the idea to encourage people going through this location --

KARLA NELSON: Madam Chair, Commissioners --

COMMISSIONER STEVENS: -- and using that
driveway?

KARLA NELSON: Madam Chair, Commissioner Stevens, we see it more as an encouragement for the residents to not have to use the driveway. We don't think it's a great access for this use or for anyone else. It's not -- it's a state highway, it's 55 speed limit. They don't have a wide turn lane to get into there; it's only right-in/right-out, so we think it makes a lot more sense for this use and for others to go out to Centrepoint Way, and then to signalized intersections.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: So then what I think I'm hearing you say is that we're trying to make it so that enough people come here that that access eventually gets closed off. Is that what I'm understanding the City to be really going for then?

KARLA NELSON: Madam Chair, Commissioner Stevens, we certainly don't have any control over that access. That would be completely ITD's jurisdiction. We would love to see a public roadway that this use could take to Centrepoint Way, that maybe it cannot ever connect to Eagle Road based on the number of trips. But, yeah, we certainly don't have any way of
closing that driveway.

COMMISSIONER STEVENS: Okay.

And, Madam Chair, I have one --

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I have one.

So what role did pedestrian safety play in your analysis here? Because I look at, you know, a build-out of 60 to the west, plus whatever else might come and decide to cut through here, and there's two rows of parking where we're going to have old people walking. I have parents that would live in a place like this, and I wouldn't want them walking between those -- that drive aisle if we're encouraging that many cars to come through here.

So I'm just sort of curious what role the pedestrian safety question played in the analysis that the City did.

KARLA NELSON: Commissioner Stevens, Madam Chair, we see this as not being an access that's extremely desirable. As I mentioned, you do have to turn right-in/right-out, so a lot of people, I think, would prefer, especially the multi-family development directly to the west, which will be part of the Delano subdivision -- at this point it is conceptual, so they have not laid out, exactly, how that driveway will be.
But I believe that it will be a lot easier for folks to go out to Centrepoint Way, go to a signalized intersection where they can take a left or a right and not have to go to this driveway on Eagle Road. That was where we were coming from, as a chance to get better connectivity for this site and for the whole area, as an encouragement to get more east-west connectivity. Pedestrian safety did not come into a whole lot of our consideration, I suppose, with this particular point.

COMMISSIONER STEVENS: Thank you.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So I have a question for the Applicant.

So as I -- I just want to make sure I understand your proposal. Your proposal is that site-specific Condition 4, as it has been redone, should be left unchanged, and that you would like to see Development Agreement Condition 6D deleted; is that correct?

DEBORAH NELSON: Madam Chair, Commissioner Gillespie, that's correct, because it's already incorporated into the Draft Development Agreement, the language that we've proposed there --
COMMISSIONER GILLESPIE: Right.

DEBORAH NELSON: -- is what we'd suggest you work with.

COMMISSIONER FINFROCK: Madam Chair.

COMMISSIONER STEVENS: Madam Chair.

I'm sorry. Go ahead.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: I had a question for staff.

Why isn't -- why didn't we consider, maybe, allowing just temporary cross-access to the residences to the west instead of a permanent access so that when that development is built they then, you know, build the future road that will allow for that connectivity instead of going through the actual -- like the Applicant's parking area?

KARLA NELSON: Madam Chair, Commissioner Finfrock, that's certainly something that you could -- that is within your discretion to require or look at. We feel that because there's -- the Planning Team felt that there's so much uncertainty about what's happening to the west, we wanted to keep that connectivity option open. Maybe there's going to be some sort of design through the City of Meridian with the
Delano subdivision that would facilitate better east-west connectivity in this area. And so that's -- did I answer your question?

COMMISSIONER FINFROCK: Yeah. You did. Thank you.

Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: I have one more question.

Could you walk through the residences currently to the west. Can you show me how they actually -- how they leave their properties. I'm a little confused about how that is currently -- or how they actually access Eagle Road. Is there -- and I know you may have walked through it, but I'm just curious -- if we could look at that one more time -- how it's being done right now.

KARLA NELSON: Sure, Madam Chair, Commissioner Finfrock. I think we'll change the slide here.

So you can see these purple -- can you see the purple private lanes? So this is Eagle View Lane and -- oh. Sorry -- and then Jasmine Lane is here on the southern side of the site. So there's single-family residences. They're on very large lots here, here, and here that would take Jasmine Lane, and
then there's one over here that would take Eagle View Lane out to Eagle Road at these points where the purple lines are. And the proposal is to consolidate those two access points to this green driveway where they would come -- these single-family homes then would come through the parking lot for Stellar Senior Living and then exit out at the shared driveway.

COMMISSIONER FINFROCK: Madam Chair.

CHAIRMAN STEAD: Commissioner Finfrock.

COMMISSIONER FINFROCK: One more question for the City.

If we close off those accesses, how would they leave and come -- or how would they access their property?

KARLA NELSON: Madam Chair, Commissioner Finfrock, the Applicant is not proposing to close those accesses until a point where they would redevelop and generate more trips than what the Idaho Transportation Department would allow at that driveway.

COMMISSIONER FINFROCK: Okay. Thank you very much.

DEBORAH NELSON: Madam Chair, may I address that last question?

CHAIRMAN STEAD: Yes --
DEBORAH NELSON: Commissioner Finfrock --

CHAIRMAN STEAD: Yes. Go ahead.

DEBORAH NELSON: Thank you.

I would just add to what staff said about if they were closed at that time when they redevelop. The points of access for these properties -- oh. Does this work when it's on this screen? Okay. I'll try to -- I'll try to describe. So --

UNIDENTIFIED SPEAKER: Madam Chair, may I --

DEBORAH NELSON: You do have the -- actually, that one you used was better, thank you, because it's got a bigger picture.

So you have the future Centrepoint Way, of course, that is the main collector street that, even before it is finished to the north, would connect to the south upon redevelopment of Delano. And then, additionally, if you look to the left side, you can see the far left undeveloped portion of our -- of the property that's served by Jasmine, the very end of the left side, has a stub to the north, as does the one in the middle, has a stub to the north. So they, actually, already connect to public streets, and the future Delano development will give them further connection down to Centrepoint Way.

COMMISSIONER FINFROCK: Thank you.
COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'm going to go off topic here for a quick second, and I'm not sure who it's better -- I think, probably, first to staff and then, maybe, to Ms. Nelson.

So regarding the tree mitigation, I'm curious. The landscape plan says -- or what the report says is that there are 41 trees that are going to be removed with 334 inches to -- that exist. I'm just curious what the mitigation is that's required, because it seemed to me, based on this, that the replacement trees' 130 caliper inches were significantly less.

So I'm just curious what the balance is there and what the requirements are by the City and if they're meeting them. It wasn't clear to me from the report.

KARLA NELSON: Madam Chair, Commissioner Stevens, the Applicant has agreed to put in -- put money into a fund to place trees elsewhere. It doesn't sound like they have space on their site to mitigate all the trees.

COMMISSIONER STEVENS: Does the Applicant want to respond at all to that or -- no? Okay.
DEBORAH NELSON: Madam Chair, Commissioners,
we're in agreement with what staff said.

COMMISSIONER STEVENS: Okay.

CHAIRMAN STEAD: Additional questions from the
Commission?

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEAD: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So, my apologies,
again. I'm a little out of sync, and I'm not sure if
some of these even hit, but my question is for staff.

So, as I look at this, there's a couple of
things. First of all, it appears to me that, at some
point in time, if the west access is kept in
perpetuity that we might be dealing with a situation
where that makes a handy cut-through for folks in the
Delano subdivision, basically saying, Well, shoot.
It's in the morning, and traffic is stacked up at
Wainwright or one of the other points. I'll just cut
through the senior-living area and pop out there.

Is -- first of all, is what I'm describing
a potential risk, and how is that considered?

KARLA NELSON: Madam Chair, Commissioner
Bratnober, I think that's certainly a concern and
certainly a concern that the Applicant has raised as
well, and so they brought it up to us. We felt that
connectivity -- east-west connectivity was still important, and we felt that the limitations of this access drive being right-in/right-out would prevent many trips from going that direction.

COMMISSIONER BRATNOBER: Okay, but that could conceivably hasten the point at which ITD decides, Okay. We're closing off the Eagle access; correct?

KARLA NELSON: Madam Chair, Commissioner Bratnober.

COMMISSIONER BRATNOBER: That kind of --

KARLA NELSON: Yes. That's correct, I'm sure.

Yeah.

COMMISSIONER BRATNOBER: Okay. Thank you.

CHAIRMAN STEAD: Okay. Seeing no further questions from the Commission.

Thank you to both Ms. Nelsons.

PUBLIC TESTIMONY

CHAIRMAN STEAD: We'll move to the sign-up sheet. We just have one. It says, "Walkers."

So please come on up. It's your chance.

You have three minutes, and please start with your name and address. If -- will more than one of you be using the three minutes?

TWAYNE WALKER: Yeah, we'll see.

SHARRON WALKER: I think we don't need to.
CHAIRMAN STEAD: Okay. So you have three minutes, and any time somebody new comes to the mic, please start with your name and address.

SHARRON WALKER: Okay. My name is Sharron Walker, and I live at 3965 North Eagle Road, and we have for 47 years.

We do have a couple of concerns with this project. We realize that it's inevitable that this property is going to be developed. We love it being a horse pasture, but we realized it's not going to be that forever. We're not excited about having a three-story building right next to our property. We live just north of the proposed project, right next to Eagle View Lane so...

And we would like to request a buffer wall be provided in the development to block that view.

Also, on a different note, we've owned assisted-living building -- assisted-living business for over 33 years now, and we have 200 homes across the nation, and we have a lot of concerns with this being on Eagle Road, just for the safety of the residents, if nothing else.

We were told at the neighborhood meeting there would be some of the residents that would still be allowed to drive and bring their cars, and you just
need to go down Eagle Road to figure that that's not
going to work. The U-turn at Wainwright and the
U-turn by Taco Bell, there's an accident at least once
a week. And if you get elderly trying to get in and
out of their home, it's not safe at all.

Another thing is, along with that, is the
memory care. They're going to have memory care along
with -- there are going to be different levels, it
sounds like, because some of them are going to be
driving and some of them are going to be memory care,
which -- Eagle Road is way too close to have memory
care residents. I mean, it's 55 miles an hour
and -- I don't know. You can't get a better neighbor
than an assisted-living place, so, I mean, we're not
booing that. We're booing the size of it. We don't
want that for a next-door neighbor, and just the
safety for the residents.

And I don't know. Was there anything
else, Twayne? You can talk.

TWAYNE WALKER: Can I come up here real fast?

CHAIRMAN STEAD: Yup. You've got 27 seconds.

Please start with your name and address.

TWAYNE WALKER: Okay. So just real quickly, I
travel around the country --

CHAIRMAN STEAD: Please start with your name and
TWAYNE WALKER: Oh. Just Twayne Walker, and I'm her better half -- or not quite that, but anyway.

So I do a lot of traveling across the United States, and we put these homes in. Our homes are -- they're small, assisted-living homes, 16 to 22 bedrooms, and we're always concerned about that, the safety of these folks on a busy lane. We try to tuck our homes away from places like that. So that's, you know -- we're just concerned about the safety of these elderly. That's all.

CHAIRMAN STEAD: Thank you.

TWAYNE WALKER: Mm-hmm.

CHAIRMAN STEAD: Mr. and Mrs. Walker, thank you.

That's all we had for the sign-up sheet. Is there anybody else that would like to testify tonight?

Please start with your name and address, and please fill out one of the white slips when you're finished and hand it up here.

KYLE ENZLER: Yeah. Thank you.

Kyle Enzler and 2610 East Jasmine.

So I'm the property at the very end of Jasmine Lane, and we purchased in September, and I'm not sure if -- we didn't get the notice for the
community meeting, so I might be a little bit late to
the game here, but I -- I'm not opposed to
well-planned development. I just had a couple
questions that I -- weren't completely understood or
addressed.

So it sounds like the proposal is that
Jasmine Lane residents, not future development, but
current residents would still have access through
Jasmine Lane and then through the parking lot of the
assisted-living facility onto Eagle and -- which is my
understanding.

I guess my question, just kind of
logistically, when that starts to develop, is there a
requirement -- or I guess my request would be that in
the Development Agreement there's some type of
requirement that -- that's our only access point, and
so I just envision development happening and then, all
of a sudden, that road goes away until the parking
lot's complete.

And my question is how does fire,
ambulance, and us get out onto -- get out of that
property? Because, currently, Centrepoint Way is
closed off; it's fenced and not improved. And so
until that -- and, frankly, I mean, I don't have any
issue with taking access off Centrepoint Way once it's
improved, but it's not, currently. So that's my question and concern.

That Delano subdivision has been talked about as well. That's the two properties in front of us. So, you know, the same conversation is going to happen at Meridian: When all that's getting developed, what happens to us?

And I know their representation mentioned that we have access to the north in the -- to our property, but that goes into a pasture that's farmed in the back of the property. For us to be able to improve that road would be a significant cost. It would come into the back to the property, which is all trees, so it doesn't really make sense until development happens there.

So I don't know how to -- if that's just a question that can be answered or if that -- if I just need to request that that's part of the consideration to make sure that we have continuous access, not just access after development. Thank you.

CHAIRMAN STEAD: Thank you.

Mr. Walker, would you like your own three minutes, or did you --

TWAYNE WALKER: I just -- could I just take just a couple minutes?
CHAIRMAN STEAD: Please.

Please, again, start with your name and address.

TWAYNE WALKER: Okay. That's Twayne Walker, living at 3965 North Eagle Road.

Just one quick thing. We've been -- like my wife said, we've been there for, like, 47 years, and we've seen a lot of things change in there: Eagle Lane being a single -- or, I mean, double lane only. But since they put the Brickyard in that area and Fast Eddy's and all that stuff going around, the traffic in there is horrendous. I mean, it is, I mean, I can't even, I mean, I think there's 180 new residents moved in, just right there by Fast Eddy's alone, and I can just see what would happen if they tried to travel through the -- that back of that assisted living. I mean, it's just a massive bunch of traffic in there.

I used to be able to drive through there in the eight o'clock in the morning without much trouble at all, back around that backside. You have to sit and wait in line, and I just -- I think it's just way too busy in that corner -- excuse me -- on that -- in that area.

And, like Bug had mentioned, we -- she had -- or the traffic out there, you know, we had
somebody who just got killed there with a motorcycle destroyed across the street from this project. And so that U-turn is bad. The one down right in front of our place is bad. It's just -- the traffic's just not suitable for this type of a -- for the elderly. We'd rather see you have a park put in there --

CHAIRMAN STEAD: [Unintelligible].

TWAYNE WALKER: -- or a bunch of horses or something or anything that Wally [phonetic] would let us do. So anyway...

CHAIRMAN STEAD: Thank you.

Please fill out one of the white slips that are up there, since we have Sharron's information here, but thank you.

TWAYNE WALKER: Oh. All right.

CHAIRMAN STEAD: Is there anybody else that would like to testify on this item tonight?

Okay. Seeing none.

REBUTTAL

CHAIRMAN STEAD: The Applicant has five minutes for rebuttal.

DEBORAH NELSON: Thank you, Madam Chair, members of the Commission. Just a few quick points to respond to the comments that were made.

For the Walkers that have the Beehive property
to the north, that's their office, business, and also combined with their home. Their home is two story on that end of the site. The north side of our site is also two story, and then it steps back to three stories on the southern end of the property.

There was some concerns they raised about the memory care residents. They don't drive. They are in a secure unit.

And some comments about safety. One of the benefits of the new access that we've secured is it increases the safety and functionality, because we're eliminating two accesses, replacing them with one. And not only does that remove an access point, it moves it further north to be safer, because, currently, the old access is too close to the Fast Eddy's access to be safe. It's actually in their deceleration lane. And so this will increase safety in this area. And so -- and it also creates, with our cross-access to the north -- if that site ever redevelops and wants to connect down, we can eliminate even a third access driveway.

From the gentleman who lives at the end of Jasmine Lane: Absolutely, we have to ensure that his property has access, and not just from the secondary access point that I pointed to to the north, and this
is in the Development Agreement already that we've proposed that one of the conditions for turning the current access that we'd provide to the western properties is that alternative access to those parcels is provided. Additionally, then if that is met and then there is incompatible development there that could cause us to lose the ITD access, that's the only time that we could convert that to an emergency-only access.

And then, finally, there was questions earlier from Commissioner Stevens about the mechanism for ITD to act here. We don't yet have the access point constructed, and so the approval that we have from ITD still requires us to come back with the construction drawings and to actually pull the ITD permit. So if we have an incompatible condition with that, they would not approve it, but, more problematic, this project would not be able to proceed with that problematic condition, knowing that it could be taken away.

And that's all I have for you, unless you have more questions.

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

DEBORAH NELSON: Thank you.
CHAIRMAN STEAD: Okay.

MOTIONS

CHAIRMAN STEAD: We'll close the public portion of the hearing, and the item is now before the Commission.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: I'll move recommendation -- I'll move the approval of recommendation for the CAR20-4 and move approval of PUD20-8, striking Condition 4D from the staff report.

COMMISSIONER GILLESPIE: 6.

COMMISSIONER STEVENS: 6D. I'm sorry.

COMMISSIONER GILLESPIE: Second.

CHAIRMAN STEAD: We have a motion by Commissioner Stevens and a second by Commissioner Gillespie.

Is there any discussion?

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: You know, I think, obviously, the City's goal in creating connectivity, generally, throughout the city is a laudable one and one which I support about 99.9 percent of the time, but it seems to me that there are some mitigating --
or some strange circumstances in this particular case
that really do not warrant it.

I explained when I was asking questions
about my concern regarding pedestrians, and I consider
permanent access through this site to be really
problematic, primarily because everybody is going to
want to be getting to Eagle Road as quickly as they
can, and it is human nature, I'm afraid, to do
cut-throughs.

So when you look at how the site plan lays
out right now, that is not a road that we want a lot
of people driving through, in my opinion, for one.
But then, for two, either on the north side or the
south side, we're going to be having pedestrians,
whether they're visitors to the site or they're
residents, and I don't think it's smart planning and
policy from the City's perspective to not pay any
attention to the pedestrian safety issue -- issues
there more than anything.

So I think -- I also just think that there
are too many moving parts with regard to that really
severe restriction on the driveway for the project,
generally, that really could harm the project,
generally, in the long run that I don't think is also
good for the City.
So I think for those reasons, I want to support the Applicant's recommendation or request to strike that 6D, and I think that it's an excellent project, otherwise. I think we need the senior living in the city, and I support it.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: So on most traffic, curb-cut access matters, I think ITD is -- or I would generally defer to either ITD or ACHD, in this case, ITD. And they've made it, I think, very clear that they'd like to consolidate Eagle View and Jasmine into one central access point for this development, and they would like that access point not to receive the additional burden of cut-through traffic from subdivisions or any development located to the west.

In this case, I think ITD makes sense. I think that's, to me, intuitively, the right answer. It's probably the right answer, whether it's a senior-living development or not. It's still probably the right answer that that cut-through access is problematic, unless we can somehow generate a public street to accommodate it. That seems hard to do.

I think Commissioner Stevens' point that the senior-living aspect of the proposed permit makes it
even more difficult for me to see that that western
access is the right thing to do, so I'll be supporting
the motion as it is.

CHAIRMAN STEAD: Any further discussion?
Okay. We --

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEAD: Oh, Commissioner Bratnober.

COMMISSIONER BRATNOBER: Yes. I'd -- I would
just like to make sure that I am understanding,
exactly, the motion that was made. So since you're
closest to the phone there, Madam Chair, would you
please read that to me.

CHAIRMAN STEAD: Yes. We have a motion to
recommend the approval, striking Condition 6D, for
CAR20-4 and PUD20-8.

COMMISSIONER BRATNOBER: Okay. Thank you.
And I agree with all of the discussion, in
particular, about the fact that people are going to be
cutting through there. I foresee a potential mess, as
people try to zip out as quickly as possible onto
Eagle Road by cutting through that parking lot.

CHAIRMAN STEAD: Okay.
So the motion is to recommend approval,
striking Condition 6D.

ROLL CALL
CHAIRMAN STEAD: Will the clerk please call the vote.

THE CLERK: Gillespie.


THE CLERK: Stevens.

COMMISSIONER STEVENS: Aye.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Bratnober.

COMMISSIONER BRATNOBER: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: All in favor. Motion carries.

(End transcription at 1:32:03 of audio file.)
TO: Planning & Zoning Commission
FROM: Karla Nelson, Associate Current Planner
CC: Céline Acord, Current Planning Manager
HEARING DATE: 3/5/2020
RE: Late Correspondence / CAR20-00004 & PUD20-00008

PROJECT DESCRIPTION
A rezone of 5.14 acres located at 13984 W Jasmine Ln. from A-1 (Open Lands) to C-2D/DA (General Commercial with Design Review and a Development Agreement). A conditional use permit for a planned residential development comprised of 150-units for senior living is also included.

SUMMARY
Following the publication of the project report for this item, the applicant provided a response. The applicant disagrees with condition number 4 of the staff report which requires the provision of cross access agreements for the single-family residences to the west which currently utilize Eagle View Lane and Jasmine Lane. The applicant is also in disagreement with the Planning Team’s recommendation to include perpetual cross access to the west in the Development Agreement.

RECOMMENDED ACTION
The Planning Team maintains the recommendation of approval of the rezone and conditional use permit request with all the recommended conditions and revisions to the Development Agreement as detailed in the original report.

ATTACHMENTS
- Applicant’s Response to Project Report Received March 5, 2020
March 5, 2020

Via email to knelson@cityofboise.org

Boise Planning and Zoning Commission  
c/o Karla Nelson  
Boise Planning and Development  
150 N Capitol Blvd  
Boise, ID 83702

RE: Applicant’s Response to Staff Report for Stellar Senior Living (CAR20-00004 & PUD20-00008)

Dear Planning and Zoning Commissioners:

Givens Pursley represents the applicant on the above-referenced assisted living project. Our development team has reviewed the Project Report and thanks planning staff for their support of the Project and recommendation of approval. We agree with all but two of planning staff’s recommended conditions related to cross access, conditions 4 and 6.d as discussed below.

Access Background

Two private lanes run over the property, Eagle View and Jasmine, providing four single-family residences access onto Eagle Road. See Figure 1 below. Eagle View serves one home and Jasmine serves three homes to the west. Neither existing approach meets ITD’s spacing standards and would need to be removed or realigned upon redevelopment of any of the parcels served.

Applicant and ITD are consolidating the Eagle View and Jasmine approaches into one new right-in right-out Eagle Road approach at the location shown on Figure 1. Existing homes will access the new Eagle Road approach through drive aisles in the project’s parking areas. ITD’s comment letter is clear that the new approach will only support the trips generated by the project and the existing single family homes.
The development to the south is conditioned on providing the subject property with cross access. Applicant’s development agreement proposes perpetual cross access to the north and south, and cross access to the west until (1) there is alternative access and (2) redevelopment produces traffic volumes that jeopardize resident safety or the viability of the direct Eagle Road access, at which time access to the west will become emergency only. *Figure 2* shows the areas we propose to serve with cross access. By providing access to the northern commercial property, ITD may consolidate that private commercial driveway access as well, increasing safety and functionality on Eagle Road.

*Figure 1*

*Figure 2*
ACHD’s plan for this area is to extend CenterPoint, a collector, to the north connecting Wainwright to Ustick to serve the western parcels. Figure 3 is a circulation map for the area. As shown on the circulation map, the western parcels have three future connection points to the north.

Cross Access Agreements (Condition No. 4).

Staff’s proposed Condition No. 4 states: “Cross access agreements for the single-family residences to the west utilizing Eagle View Lane and Jasmine Lane shall be provided prior to obtaining building permits.”

Applicant requests the Commission to reject planning staff’s proposed Condition No. 4 because the proposed Development Agreement already requires Applicant to provide cross access to existing single-family homes over the subject property and onto Eagle Road. Additional easement agreements are not necessary. Also, Applicant cannot force any of the surrounding single-family residences to enter into cross access agreements. If adopted, Condition No. 4 would allow a third party to prevent the Applicant from getting a building permit simply by refusing to enter into a cross access agreement.
Development Agreement Modification (Condition No. 6.d).

Staff’s proposed Condition No. 6.d states: “Two-way perpetual cross access shall be provided to the parcels to the west at the appropriate locations shown on the site plan and shall not be limited to emergency access only.”

Planning staff’s rationale is that permanent cross access will promote connectivity and that the Comprehensive Plan supports cross access. We respectfully disagree and request the Commission reject Condition No. 6.d and adopt Applicant’s proposed DA language.

ITD has been clear that the project’s direct Eagle Road access only supports the Applicant’s use and existing single family uses in the area. ITD’s comment letter states that access to any future redevelopment of the neighboring parcels “shall be taken from the adjacent local roads and not from the new proposed approach.” ITD opposes permanent cross access to the west. Requiring permanent cross access to the west does not promote connectivity if it causes ITD to close the new Eagle Road approach, preventing this project and the redeveloped western parcels from access onto Eagle Road. The new Eagle Road approach, a permanent direct access onto Eagle Road, is necessary for the assisted living use proposed. This project will not proceed without the Eagle Road access. Likely, no other commercial interest would proceed on this site without Eagle Road access, leaving this remaining infill site on Eagle Road’s prime frontage undeveloped.

There are additional problems with requiring permanent cross access to the west. First, the adjacent property is not in Boise’s jurisdiction. There is no guaranty that those owners will grant the Applicant’s users cross access or that Meridian will require it. The only other access to the subject property is through Fast Eddy’s commercial parking lot to the south (see Figure 4). This access is circuitous (behind their building through a narrow and angled drive aisle) and access to the subject property would be substantially impaired. Either way, whether the access is through the private drive of the proposed multi-family use behind the site or through the private drive aisles behind the Fast Eddys building, these accesses are not feasible for the proposed use.

Second, permanent cross access to the west as it redevelops will bring high traffic volumes though the project’s parking areas. This
will create safety and traffic flow issues. Applications for the Delano project are currently pending in the City of Meridian directly adjacent to the subject property. Delano proposes 66 single-family homes and future multi-family. These residences, especially the immediate adjacent multi-family, would inevitably create cut-through trips through the project. The Delano developers have indicated they also do not want permanent cross access, only limited emergency cross access as proposed in the development agreement.

The Comprehensive Plan does not support permanent cross access to the west. The Project Report relies on two provisions. WB-C 1.2 and WB-C 2.

WB-C 1.2 states: “Support the ITD access management policy for Eagle Road to promote increased safety and mobility.” Requiring cross access would not support ITD’s access management in this case because ITD has conditioned the new approach on temporary cross access the west to ensure the safety of the new approach. Condition No. 6.d directly contradicts WB-C 1.2. As proposed, applicant’s project will further the goals of WB-C 1.2 by allowing the closure and consolidation of up to three existing access points onto Eagle Road.

WB-C 2 states: “Encourage greater connectivity of major roadways and pedestrian pathways within the West Bench.” Permanent cross access to the west as these parcels redevelop with single and multi-family residential will not encourage major roadway connectivity. Instead, it will bring traffic from a collector road, CenterPoint, over a private parking drive aisle at the risk of ITD closing the new Eagle Road approach. As proposed, applicant’s project will further the goals of WB-C 2 by providing perpetual pedestrian pathway connectivity in all directions, providing permanent cross access to the north and south, and providing temporary cross access to the west until those properties redevelop and have access to the major roadways that are planned to provide the very connectivity called for in this policy.

The use proposed by the Stellar Senior Living project is uniquely suited for this location because it needs the commercial visibility and access of Eagle Road frontage but has low trips, making the direct access onto Eagle Road viable from a safety and functionality standpoint. It is also a single use that utilizes the entire site. This site has remained vacant and is surrounded by development due to the complex access issues that this applicant has worked hard to resolve with ITD.

Cross access is addressed in the development agreement, connected with the rezoning of the property. Although the Commission is only a recommending body on the rezone and development agreement, we request that the Commission’s recommendation reject staff’s proposed conditions 4 and 6.d. Thank you for your attention to this important issue that will have a significant impact on whether this much needed and high quality project will serve Boise residents.

Sincerely,

s/Deborah E. Nelson
CAR20-00004, PUD20-00008 / The Land Group, Inc

Summary
A rezone of 5.14 acres located at 13984 W Jasmine Ln. from A-1 (Open Lands) to C-2D/DA (General Commercial with Design Review and a Development Agreement). A conditional use permit for a planned residential development comprised of 150-units for senior living is also included.

Prepared By
Karla Nelson, Associate Planner

Recommendation
Approval with conditions

Reason for the Decision

Rezone
The rezone meets the approval criteria of Boise City Code Section 11-03-04.3.B(7)(c). The rezone is consistent with the Boise City Comprehensive Plan as the subject property is designated as “Mixed Use” on the Land Use Map, within which the C-2 zone is allowed. Requiring cross access is supported by Goal WB-C 2 which encourages greater connectivity in the West Bench Planning Area. The C-2 zone is most compatible with the surrounding zoning and development as the site is along Eagle Road a major travel corridor and the use restricted through the Development Agreement will transition effectively to the residential properties to the west while maintaining a commercial street presence. The property is currently zoned A-1 (Open Land), with a maximum residential density of one unit per acre. This is not an appropriate zone for a property in an urban setting along a major transportation corridor where services, infrastructure and amenities are readily available. The rezone is in the best interest of the public convenience and general welfare as it will provide a valuable service to the community in the form of senior housing and care.

Conditional Use
The senior living facility development complies with the approval criteria of Boise City Code Section 11-03-04.7 (PUD Specific Procedures) and Section 11-07-06.05 (Planned Unit Development Standards). The development will be compatible with the area and will effectively transition from Eagle Road to the residential developments to the west. The site is large enough to accommodate the use as the project meets the density, height and parking requirements of the zone. Correspondence received from commenting agencies confirm that with the included conditions of approval the use will not place an undue burden on the transportation system or other services in the vicinity. The senior living facility will be a relatively quiet neighbor for the residential properties to the west while still providing a commercial style street presence on Eagle Road and will not adversely affect other property in the vicinity. The project is consistent with the goals, objectives and policies of Blueprint Boise. The property is designated “Mixed Use” on the Land Use Map which supports senior living facilities through the conditional use process.
Goal NAC7 seeks to facilitate a mix of housing types and this project would add senior housing. Similarly, in support of Principle SHCC11.2 the facility would offer services to elderly residents in the form of housing, recreation and care.
Attachment: CC_Project Report_June 30, 2020_CAR20-00004  (CAR20-00004 / Stellar Senior Living)
Automatic Underground Irrigation Notes:
1. Landscaping areas shall be set to achieve adequate surface water drainage. Check drainage direction and preferably slope toward the center of the area to be landscaped. Devise a plan for minimizing water runoff.
2. For areas where irrigation is not possible due to elevation or topography, consider alternative methods of water management, such as rock gardens or swales.
3. Install underground sprinklers in accordance with local building codes and manufacturer's specifications. Ensure proper drainage and fitment to prevent water accumulation.
4. Ensure that all sprinkler heads are properly aligned and adjusted to avoid unnecessary water waste. Adjust the flow rate as needed to achieve optimal irrigation.

Tree Protection Notes:
1. The staking of trees is to be the contractor's option; however, the contractor is responsible for ensuring the proper placement and maintenance of the stakes. Use stakes no less than 2" x 2" x 8' in diameter.
2. Do not drill or construct any drainage trenches near tree roots. Avoid disturbing the natural root system.
3. When staking trees, position the stakes parallel to the prevailing wind direction. Secure the stakes firmly in place using a minimum of 12" of metal rings or similar fixtures.
4. Do not allow compaction by equipment traffic during tree planting.
5. The landscape architect shall be notified before proceeding with tree planting.

Coniferous Tree Planting:
1. Position trees so that the crown is directed towards the prevailing wind. Place roots at the correct depth and adjust the tree as needed to ensure proper growth.
2. Space trees at least 6 feet apart to allow for adequate growth and minimal competition.
3. Fill in any bare root space with organic soil. Water the tree immediately after planting to help the soil settle.

Deciduous Tree Planting:
1. Dig a hole at least 3 feet deep and twice as wide as the root ball. Ensure the hole is deep enough to accommodate the tree's root system.
2. Position the tree so that the root collar is at or slightly above the surrounding grade.
3. Fill the hole with soil and water to ensure proper root development.

Boulder Installation:
1. Use a combination of boulders and decorative rock to create a natural appearance. Ensure that the boulders are placed in such a way that they blend seamlessly with the landscape.
2. Compact the soil around the boulders to prevent slippage and ensure stability.

Dry Creek and Biotreatment Swale:
1. Use a combination of boulders, decorative rock, and mulch to create a visually appealing area. Ensure that the materials are placed in such a way that they blend seamlessly with the landscape.
2. Use a combination of boulders and decorative rock to create a natural appearance. Ensure that the boulders are placed in such a way that they blend seamlessly with the landscape.

Scale: NTS

1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS
2. RESPONSIBLE FOR ENSURING THE PROPER PLACEMENT AND MAINTENANCE OF THE STAKES. USE STAKES NO LESS THAN 2" X 2" X 8' IN DIAMETER.
3. DO NOT DRILL OR CONSTRUCT ANY DRAINAGE TRENCHES NEAR TREE ROOTS. AVOID DISTURBING THE NATURAL ROOT SYSTEM.
4. DO NOT ALLOW COMPACTION BY EQUIPMENT TRAFFIC DURING TREE PLANTING.
5. THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED BEFORE PROCEEDING WITH TREE PLANTING.

CONIFEROUS TREE PLANTING:
1. POSITION TREES SO THAT THE CROWN IS DIRECTED TOWARDS THE PREVAILING WIND. PLACE ROOTS AT THE CORRECT DEPTH AND ADJUST THE TREE AS NEEDED TO ENSURE PROPER GROWTH.
2. SPACE TREES AT LEAST 6 FEET APART TO ALLOW FOR ADEQUATE GROWTH AND MINIMAL COMPETITION.
3. FILL IN ANY BARE ROOT SPACE WITH ORGANIC SOIL. WATER THE TREE IMMEDIATELY AFTER PLANTING TO HELP THE SOIL SETTLE.

DECIDUOUS TREE PLANTING:
1. DIG A HOLE AT LEAST 3 FEET DEEP AND TWICE AS WIDE AS THE ROOT BALL. ENSURE THE HOLE IS DEEP ENOUGH TO ACCOMMODATE THE TREE'S ROOT SYSTEM.
2. POSITION THE TREE SO THAT THE ROOT COLLAR IS AT OR SLIGHTLY ABOVE THE SURROUNDING GRADE.
3. FILL THE HOLE WITH SOIL AND WATER TO ENSURE PROPER ROOT DEVELOPMENT.

BOULDER INSTALLATION:
1. USE A COMBINATION OF BOULDERS AND DECORATIVE ROCK TO CREATE A NATURAL APPEARANCE. ENSURE THAT THE MATERIALS ARE PLACED IN SUCH A WAY THAT THEY BLEND SEAMLESSLY WITH THE LANDSCAPE.
2. COMPACT THE SOIL AROUND THE BOULDERS TO PREVENT SLIPAGE AND ENSURE STABILITY.

DRY CREEK AND BIOTREATMENT SWALE:
1. USE A COMBINATION OF BOULDERS, DECORATIVE ROCK, AND MULCH TO CREATE A VISUALLY APPEALING AREA. ENSURE THAT THE MATERIALS ARE PLACED IN SUCH A WAY THAT THEY BLEND SEAMLESSLY WITH THE LANDSCAPE.
2. USE A COMBINATION OF BOULDERS AND DECORATIVE ROCK TO CREATE A NATURAL APPEARANCE. ENSURE THAT THE BOULDERS ARE PLACED IN SUCH A WAY THAT THEY BLEND SEAMLESSLY WITH THE LANDSCAPE.
CONDITIONAL USE - EXISTING CONDITIONS

Legend:
- Existing Trees to be Removed
- Existing Trees to be Protected

Keys:
- Co: Coordinating
- ROADWAY: Roadway

Keynotes:
1. Existing Access Roads, Trees, and Property
2. Existing Trees Located on Proposed Access Road Right-Of-Way
3. Existing Trees Located on Proposed Property
4. Existing Trees Located on Proposed Property
5. Existing Trees Located on Proposed Property
6. Existing Trees Located on Proposed Property
7. Trees may require mitigation, review plans for proposed mitigation
8. Trees may require mitigation, review plans for proposed mitigation
9. Trees may require mitigation, review plans for proposed mitigation
10. Trees located on proposed property, property located on proposed property
11. Trees located on proposed property, property located on proposed property
12. Trees located on proposed property, property located on proposed property

Vicinity Map:
- Vicinity Map: Stellar Senior Living, LLC
- Project Milestone: CUP/Rezone
This drawing, as an instrument of professional service, is the property of BEECHER, WALKER & ASSOCIATES L.L.C. and shall not be used, in whole or part, for any other project without the written permission of an authorized representative of BEECHER, WALKER & ASSOCIATES L.L.C. Unauthorized use will be prosecuted to the fullest extent of the law. Copyright © 2016 by BEECHER, WALKER & ASSOCIATES L.L.C.

LEVEL 3 OVERALL FLOOR PLAN

BUILDING SQUARE FOOTAGE:
LVL 1: 71,246 SF
LVL 2: 61,707 SF
LVL 3: 48,815 SF
TOT AL: 181,768 SF

BUILDING UNIT COUNTS:
AL STUDIO AL 1 BD AL 2 BD MC STUDIO
LVL 1: 3 22 4 30
LVL 2: 3 37 8 -
LVL 3: 3 26 11 -
TOT AL: 9 85 23 30

TOTAL AL UNITS: 117
TOTAL MC UNITS: 30
TOTAL UNITS: 147

STELLAR BOISE
NORTH EAGLE RD.
BOISE, ID

1/16" = 1'-0"
STELLAR BOISE NORTH EAGLE RD. BOISE, ID

**ELEVATION GENERAL NOTES:**

A. See Sheet A601 for door and window types.

B. Coordinate window heights with window schedule.

C. Mechanical contractor to combine face plates for dryer vent and exhaust on exterior of building.

D. Stucco control joints to be placed as shown on elevations but no length should be greater than 18 ft. in either direction between joints.

E. No stucco panel should exceed 144 sq. ft. for vertical application.

F. No stucco panel should exceed 100 sq. ft. for horizontal, curved, or angular sections.

G. No stucco panel length-to-width ratio should exceed 2-1/2" to 1" in given panel.

H. A stucco control joint should be placed at each horizontal floor substrate framing change.

---

**MATERIAL LEGEND:**

- Tan stucco
- Metal roof
- Black shingles
- Cedar shingles
- Fiber cement siding
- Stucco siding
- Stucco material
January 28, 2020

Celine Acord
Planning and Development Services
City of Boise
150 N. Capitol Blvd
Boise, ID 83702

RE: Stellar Senior Living
Rezone & Conditional Use Permit Applications

Dear Celine:

We are pleased to submit the enclosed Rezone with Development Agreement and Conditional Use Permit (CUP) application on 5.14-acres located at 13984 Jasmine Lane Boise, ID. The property is located on the west side of Eagle Road approximately 350’ south of Wainwright Drive. The lot is currently zoned A-1. An application to rezone to C-2D/DA and a CUP to allow for a senior living facility is included.

Applicant:

The applicant is Stellar Senior Living LLC (Stellar).

Stellar owns and operates over 1400 units in five states (WA, ID, UT, CO, AZ). Stellar provides the highest levels of care and service to residents.
Stellar's facilities have won many care awards. Stellar's Idaho Falls facility, Lincoln Court, holds a Gold Star of Excellence Award, which is given for a zero-deficiency site survey. Lincoln Court is the largest Assisted Living in the State of Idaho. Lincoln Court has also won several awards for best of city and state. Stellar has also won exterior and interior design awards for its most recent new build facility in Bountiful Utah, Creekside Senior Living.

**Background & History:**

This application includes one 5.14-acre parcel, R458250302, zoned A-1 in the City of Boise. The property is a portion of lot 2, block 1, Jasmine Acres Subdivision.

**Comprehensive Plan:**

Boise's Future Land Use Map designates this property, as well as the immediate contiguous properties as Mixed Use. The property is outlined in blue above.
Adequate public services, including City of Boise sewer service, are available to serve the property and proposed development.

**Current Zoning:**

The property is currently zoned A-1.
The surrounding properties include:

<table>
<thead>
<tr>
<th></th>
<th>Zone</th>
<th>Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>C-G / Meridian</td>
<td>Fuel center, car wash and multi-family</td>
</tr>
<tr>
<td>West</td>
<td>RUT / Ada County</td>
<td>Residential</td>
</tr>
<tr>
<td>North</td>
<td>N-OD / Boise and RUT / Ada County</td>
<td>Commercial</td>
</tr>
<tr>
<td>East</td>
<td>A-1 / Boise</td>
<td>Church</td>
</tr>
</tbody>
</table>

For development continuity, the City of Boise has allowed the properties to the south and west to apply to annexation to the City of Meridian. The property to the south is annexed and zoned C-G in Meridian.

**Rezone with Development Agreement:**

A rezone from A-1 to C-2/DA is requested to facilitate the development of a Senior Living facility. A development agreement is proposed to ensure compatibility with Eagle Road and surrounding development.

Given the property’s Eagle Road frontage and Mixed-Use future land use designation, this property is underutilized. The Senior Living use is consistent with Blueprint Boise’s Mixed-Use vision. The C-2 zone is appropriate given the adjacent commercial and planned high-density residential and multi-family uses.

C-2 is an acceptable zone for the Mixed-Use designation. Specific visions and goals supported by Blueprint Boise include:

Citywide Vision and Policy #2: A Predictable Development Pattern

PDP1: Identify priority areas and establish incentives for infill and redevelopment.

PDP2.1: Vacant and Underdevelopment Land Database – Given its location, size, and comprehensive plan designation, the property is currently underdeveloped. Redevelopment of the property will spur positive growth and provide much needed senior housing in the area.
CC1.1: Reducing vehicle miles traveled by: providing shuttle services, compact development, and on-site amenities.

NAC7.1: Encourage a mix of housing types and densities in residential neighborhoods, particularly for projects greater than two acres.

**Conditional Use Permit:**

The proposed Jasmine Acres Senior Living is an assisted living community and memory care for residents aged 55 and over offering extensive on-site amenities to promote a comfortable aging-in-place lifestyle. The building is planned as a 150,000-square-foot complex and offers 134 total units comprised of studios, one-bedroom, and two-bedroom units.

This project will be an asset to the City of Boise, providing quality housing for an aging demographic. Its size and density are appropriate to the area and the aesthetics of the design will complement the adjacent properties as well as the public right of ways.

The facility has been designed in a Mountain Modern Craftsman style. Our architectural team at Beecher Walker completed the design to complement the existing development in the vicinity. The facility is comprised of a central common area and two residential wings. The exterior finishes include Hardie Board Siding using vertical board & batten and manufactured stone veneer stucco accents to break up the mass into visually appealing elements. Composite wood and flagstone surround the windows and accents the eave lines. HVAC equipment is completely hidden on the flat roof of the building that will be concealed from the ground.

The plan is based on input from City staff, ITD, and neighbor input. Amenities include a multipurpose room, theater, physical therapy room, salon, dining room and bistro, outdoor garden space, and a pickle ball court.

Though the site plan provides more than adequate parking, most residents do not drive as the facility provides a shuttle service for residents and their guests. The main entrance features a large porte-cochere to facilitate pick up and drop off with protection from inclement weather.

A neighborhood meeting was held on December 18, 2019. In general, the neighbors were supportive. There were comments regarding the number of existing accesses to Eagle Road and cross access to the west. Those comments have been incorporated and mitigated with the current plan.

ITD approved access to the senior living site will be from Eagle Road. The building will face Eagle Road with parking on both sides of the structure. A fire lane will be provided around the back of the structure for emergency service access.

There are two existing accesses to Eagle Road that serve the property and four single-family homes to the west. The northern access, W. Eagle View Lane provides access to one residential property to the west. The southern access, E. Jasmine Lane provides access to three residential properties to the west. As requested by ITD, the existing access points will be combined into one central access point until the
western properties are redeveloped and gain access via Centerpointe Way, as shown on ACHD’s Master Street Map.

Permanent pedestrian access from Eagle Road through the property to the west will be provided.

The maximum height of the Senior Living structure will be three stories with a height of 45ft. One of the residential wings of the facility will be two stories and the other will be three. The two-story wing will include the Memory care area.

The existing home on the property will be removed prior to development.

Senior Living is much lower impact, and a better neighbor, than other permitted uses in the C-2D/DA zone. The Jasmine Acres Senior Living site plan is mindful and complimentary of neighboring uses, which include a mix of commercial and residential uses.

Prior to submitting for building permit Design Review approval is required.

Thank you in advance for your consideration and support. We look forward to working with City staff to plan a quality project of which we call all be proud.

Sincerely,

Tamara Thompson
Director of Client Services
The Land Group, Inc.
MEMORANDUM

Date: November 20, 2019

To: Dave Martin, Stellar Senior Living
Deborah Nelson, Givens Pursley LLP

From: Sonia Hennum Daleiden, PE PTOE

Project: Stellar Senior Living Boise Development
Subject: Trip Generation and Access Considerations

As requested, Kittelson & Associates, Inc. has reviewed the trip generation and access considerations related to the proposed Stellar Senior Living assisted living development located on the west side of Eagle Road (SH 55) between Jasmine Lane and Eagle View Lane. The site is located within the city limits of the City of Boise. There is an existing median along Eagle Road (SH 55) in this area that would prevent left turn movements in and out of the site. Based on how other properties adjacent to the site have developed, the subject property is requesting a right-in/right-out access to Eagle Road (SH 55). This access would replace the existing Jasmine Lane private access that serves a limited number of single family homes.

Trip Generation

Stellar Senior Living is proposing to construct and operate an assisted living and memory care facility on the site. Based on preliminary site planning, a facility size of approximately 150 beds is anticipated. Table 1 summarizes the anticipated trip generation for the development based on the ITE land use code 254: Assisted Living Facility.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Size</th>
<th>Weekday AM Peak Hour</th>
<th>Weekday PM Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In</td>
<td>Out</td>
</tr>
<tr>
<td>Assisted Living Facility</td>
<td>150 beds</td>
<td>18</td>
<td>11</td>
</tr>
</tbody>
</table>

As shown in Table 1, the proposed development is expected to generate a total of 29 trip ends during the weekday AM peak hour (18 inbound and 11 outbound) and 39 trip ends during the weekday PM peak hour (15 inbound and 24 outbound).
Access Requirements

Based on the trip generation outlined in Table 1 and recent traffic counts provided by ITD for Eagle Road (SH 55) near the site, the right-turn lane requirements for a potential access were evaluated. Figure 3B-1 in the Idaho Transportation Department Traffic Manual provides the criteria for whether an access to the state highway system warrants a right-turn lane based on speed, volume on the state highway, and right-turning volume. The posted speed in this section of Eagle Road (SH 55) is 55 miles per hour. Based on recent traffic counts provide by ITD the existing AM peak hour southbound volume is approximately 1,995 vehicles/hour (or 1,000 vehicles/hour/lane) and the existing PM peak hour southbound volume is approximately 1,705 vehicles/hour (or 855 vehicles/hour/lane). As outlined above, the proposed development will generate approximately 18 and 15 inbound right-turns during the weekday a.m. and p.m. peak hours, respectively. Reviewing this data against Figure 3B-1 in the ITE Traffic Manual indicates that a right-turn lane is not warranted for the access (a minimum of 20 inbound right-turns would be necessary to meet the warrant). The recent traffic counts and the right turn lane warrant assessment are provided as an attachment to this memo.

We trust this memorandum provides you the information necessary related to the trip generation and access needs for the proposed Stellar Senior Living development in Boise, Idaho. If you have any questions or require additional information please contact us at 208.472.9803 or sdaleiden@kittelson.com.
ATTACHMENTS

Recent SH 55 (Eagle Road) Traffic Counts

ITD Right Turn Lane Warrant Analysis
# Groups Printed - General Traffic - Turns

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Eagle Road From North</th>
<th>Wainwright Drive From East</th>
<th>Eagle Road From South</th>
<th>Wainwright Drive From West</th>
<th>Int. To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Right</td>
<td>Thru</td>
<td>Left</td>
<td>Peds</td>
<td>Total</td>
</tr>
<tr>
<td>07:00 AM</td>
<td>2 375</td>
<td>5 0</td>
<td>382</td>
<td>6 1</td>
<td>2 0</td>
</tr>
<tr>
<td>07:15 AM</td>
<td>6 526</td>
<td>3 0</td>
<td>535</td>
<td>9 1</td>
<td>9 0 19</td>
</tr>
<tr>
<td>07:30 AM</td>
<td>7 521</td>
<td>6 0</td>
<td>534</td>
<td>8 0 10 0 18</td>
<td>2 380</td>
</tr>
<tr>
<td>07:45 AM</td>
<td>9 462</td>
<td>4 0</td>
<td>475</td>
<td>5 2 3 0 10</td>
<td>2 435</td>
</tr>
<tr>
<td>Total</td>
<td>24 1884</td>
<td>18 0 1926</td>
<td>28 4 24 0 56</td>
<td>6 1462</td>
<td>41 0 1509</td>
</tr>
<tr>
<td>08:00 AM</td>
<td>7 437</td>
<td>6 0</td>
<td>450</td>
<td>8 2 6 0 16</td>
<td>4 308</td>
</tr>
<tr>
<td>08:15 AM</td>
<td>10 419</td>
<td>3 0</td>
<td>432</td>
<td>9 0 7 0 16</td>
<td>1 376</td>
</tr>
<tr>
<td>08:30 AM</td>
<td>6 397</td>
<td>9 0</td>
<td>412</td>
<td>8 1 8 0 17</td>
<td>0 380</td>
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<tr>
<td>08:45 AM</td>
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<td>6 0</td>
<td>372</td>
<td>8 0 8 0 16</td>
<td>4 377</td>
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<tr>
<td>Total</td>
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<td>24 0 1666</td>
<td>33 3 29 0 65</td>
<td>9 1441</td>
<td>69 0 1519</td>
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<tr>
<td>09:00 AM</td>
<td>4 390</td>
<td>15 0</td>
<td>409</td>
<td>7 3 14 0 24</td>
<td>4 479</td>
</tr>
<tr>
<td>09:15 AM</td>
<td>11 414</td>
<td>3 0</td>
<td>428</td>
<td>13 2 5 0 20</td>
<td>9 477</td>
</tr>
<tr>
<td>09:30 AM</td>
<td>8 414</td>
<td>6 0</td>
<td>428</td>
<td>10 3 3 0 16</td>
<td>6 511</td>
</tr>
<tr>
<td>09:45 AM</td>
<td>7 413</td>
<td>13 0</td>
<td>433</td>
<td>8 0 6 2 16</td>
<td>8 489</td>
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<tr>
<td>Total</td>
<td>30 1631</td>
<td>37 0 1698</td>
<td>38 8 28 2 76</td>
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<td>440</td>
<td>13 4 2 0 19</td>
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<td>10:15 AM</td>
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<td>8 0</td>
<td>449</td>
<td>10 5 6 0 21</td>
<td>3 484</td>
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<td>9 0</td>
<td>445</td>
<td>16 2 6 0 24</td>
<td>5 443</td>
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<tr>
<td>10:45 AM</td>
<td>3 380</td>
<td>10 0</td>
<td>393</td>
<td>13 2 7 0 22</td>
<td>7 500</td>
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<tr>
<td>Total</td>
<td>18 1671</td>
<td>38 0 1727</td>
<td>52 13 21 0 86</td>
<td>19 1901</td>
<td>65 1 1986</td>
</tr>
</tbody>
</table>

### Grand Total

- General Traffic: 103 6797 117 0 7017 151 28 102 2 283 61 6760 264 2 7087 280 12 77 4 373 1472
- U-Turns: 0 0 49 0 49 0 0 0 0 0 0 0 15 0 15 0 0 0 0 0 0
- % U-Turns: 0 0 4.9 0 0 0 0 0 0 0 0 0 15.0 0 15.0 0 0 0 0 0 0

### Appendix

- Apprch %: 1.5 96.9 1.7 0 53.4 9.9 36 0.7 0.9 95.4 3.7 0 75.1 3.2 20.6 1.1 0.4 95.8 1.8 0 48.0 1.9 0 0.5 0 2.5
- Total %: 0.7 46.1 0.8 0 7.0 9.9 36 0.7 0.9 95.4 3.7 0 75.1 3.2 20.6 1.1 0.4 95.8 1.8 0 48.0 1.9 0 0.5 0 2.5

### General Traffic

- General Traffic: 103 6797 68 0 6968 151 28 102 2 283 61 6760 249 2 7072 280 12 77 4 373 1465
- % General Traffic: 100 100 58.1 0 99.3 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100

### % U-Turns

- % U-Turns: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

---

<table>
<thead>
<tr>
<th>Study: THOM0144</th>
<th>File Name: Eagle Rd &amp; Wainwright Dr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intersection: Eagle Rd / Wainwright Dr</td>
<td>Site Code: 00000000</td>
</tr>
<tr>
<td>City, State: Meridian, Idaho</td>
<td>Start Date: 2/28/2018</td>
</tr>
<tr>
<td>Control: Signalized</td>
<td>Page No: 1</td>
</tr>
</tbody>
</table>

**L2 Data Collection**

L2DataCollection.com  
Idaho (208) 860-7554  Utah (801) 431-2993

---

Attachment: CC_Project Report_June 30, 2020_CAR20-00004 (CAR20-00004 / Stellar Senior Living)
Study: THOM0144
Intersection: Eagle Rd / Wainwright Dr
City, State: Meridian, Idaho
Control: Signalized

File Name: Eagle Rd & Wainwright
Site Code: 00000000
Start Date: 2/28/2018
Page No: 2

Eagle Road
Wainwright Drive

Right

103 6797 68 0
0 0 49 0
103 6797 117 0

Thru

6797 0 6797 0
6797 0 6797 0

Left

68 49 117 0

Peds

0 0 0 0

In 6988 6968 13956 0
Out 6988 7017 14005 49

Total

14005

2/28/2018 07:00 AM
2/28/2018 05:45 PM
General Traffic
U-Turns

North

Left

249 6760 61 2
15 0 0 0
264 6760 61 2

Thru

7179 7072 14251 15
0 15 14266 15

Right

7179 7087 14251 15
0 15 14266 15

Peds

2

Out

7179 7072 14251 15
0 15 14266 15

Total

7179 7087 14251 15
0 15 14266 15

L2 Data Collection
L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 431-2993

Attachment: CC_Project Report_June 30, 2020_CAR20-00004 (CAR20-00004 / Stellar Senior Living)
### Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1

**Peak Hour for Entire Intersection Begins at 07:15 AM**

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Eagle Road From North</th>
<th>Wainwright Drive From East</th>
<th>Eagle Road From South</th>
<th>Wainwright Drive From West</th>
<th>Int. To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Right</td>
<td>Thru</td>
<td>Left</td>
<td>Peds</td>
<td>App. Total</td>
</tr>
<tr>
<td>07:15 AM</td>
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<td></td>
<td>29</td>
</tr>
<tr>
<td>07:30 AM</td>
<td>6</td>
<td>526</td>
<td>3</td>
<td>0</td>
<td>535</td>
</tr>
<tr>
<td>07:45 AM</td>
<td>9</td>
<td>462</td>
<td>4</td>
<td>0</td>
<td>475</td>
</tr>
<tr>
<td>08:00 AM</td>
<td>7</td>
<td>437</td>
<td>6</td>
<td>0</td>
<td>450</td>
</tr>
</tbody>
</table>

**Total Volume**

- General Traffic: 1946
- U-Turns: 0
- % U-Turns: 0

**% App. Total**

- Eagle Road: 1.5
- Wainwright Drive: 9%
- Eagle Road: 47.6
- Wainwright Drive: 7.9
- Eagle Road: 44.4
- Wainwright Drive: 4.4

**PHF**

- 07:15 AM: 0.806
- 07:30 AM: 0.925
- 07:45 AM: 0.792
- 08:00 AM: 0.000

**Peak Hour Begins at 07:15 AM**

- General Traffic: 1946
- U-Turns: 0
- % U-Turns: 0

**Peak Hour Data**

- General Traffic
- U-Turns

---

**Packet Pg. 982**
### Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1

Peak Hour for Each Approach Begins at:

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>07:15 AM</td>
<td>6</td>
<td>526</td>
<td>3</td>
<td>0</td>
<td>535</td>
<td>8</td>
<td>2</td>
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<td>8</td>
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<td>24</td>
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<tr>
<td>08:00 AM</td>
<td>9</td>
<td>462</td>
<td>4</td>
<td>0</td>
<td>475</td>
<td>8</td>
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<td>7</td>
<td>437</td>
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Total Volume:
- Eagle Road From North: 1946
- Wainwright Drive From East: 1994
- Eagle Road From South: 1579
- Wainwright Drive From West: 1579

PHF:
- Eagle Road From North: 0.806
- Wainwright Drive From East: 0.925
- Eagle Road From South: 0.792
- Wainwright Drive From West: 0.000

% App. Total:
- Eagle Road From North: 1.5
- Wainwright Drive From East: 97.6
- Eagle Road From South: 50.8
- Wainwright Drive From West: 4.6

General Traffic:
- Eagle Road From North: 100%
- Wainwright Drive From East: 100%
- Eagle Road From South: 99.6%
- Wainwright Drive From West: 99.6%

% General Traffic:
- Eagle Road From North: 100%
- Wainwright Drive From East: 100%
- Eagle Road From South: 100%
- Wainwright Drive From West: 100%

% U-Turns:
- Eagle Road From North: 0%
- Wainwright Drive From East: 0%
- Eagle Road From South: 0%
- Wainwright Drive From West: 0%

% U-Turns:
- Eagle Road From North: 36.8%
- Wainwright Drive From East: 0%
- Eagle Road From South: 0%
- Wainwright Drive From West: 0%

---

#### Peak Hour Data

**Eagle Road**

- North: Start Time 07:15 AM
- 1987
  - 29
  - 1946
  - 12
  - 0
  - Right
  - Thru
  - Left
  - Peds

- North: Start Time 07:45 AM
  - 29
  - 1946
  - 19
  - 0

**Wainwright Drive**

- East: Start Time 07:15 AM
  - 1499
  - 1577
  - 71
  - 7
  - Right
  - Thru
  - Left
  - Peds

- East: Start Time 07:45 AM
  - 1499
  - 71

---

**General Traffic**

- North: Start Time 07:15 AM
  - 1987
  - 29
  - 1946
  - 12
  - 0
  - Right
  - Thru
  - Left
  - Peds

- North: Start Time 07:45 AM
  - 29
  - 1946
  - 19
  - 0

- East: Start Time 07:15 AM
  - 1499
  - 71
  - 7
  - 0
  - Right
  - Thru
  - Left
  - Peds

- East: Start Time 07:45 AM
  - 1499
  - 71

---

**U-Turns**

- North: Start Time 07:15 AM
  - 0
  - 0
  - 0
  - 0

- North: Start Time 07:45 AM
  - 0
  - 0
  - 0
  - 0

- East: Start Time 07:15 AM
  - 0
  - 0
  - 0
  - 0

- East: Start Time 07:45 AM
  - 0
  - 0
  - 0
  - 0
Eagle Rd & Wainwright Dr
Site Code: 00000000
Start Date: 2/28/2018

Study: THOM0144
Intersection: Eagle Rd / Wainwright Dr
City, State: Meridian, Idaho
Control: Signalized

Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Entire Intersection Begins at 04:30 PM

04:30 PM

04:30 PM 8 414 6 0 428 | 10 3 3 0 16 | 6 511 29 0 546 | 28 0 3 0 31 | 10 3 3 0 16 | 28 0 3 0 31 | 10 3 3 0 16 | 28 0 3 0 31

04:45 PM

04:45 PM 7 413 13 0 433 | 8 0 6 2 16 | 8 489 19 0 516 | 27 0 7 0 34 | 9 0 6 2 16 | 27 0 7 0 34 | 9 0 6 2 16 | 27 0 7 0 34

05:00 PM

05:00 PM 5 424 11 0 440 | 13 4 2 0 19 | 4 474 15 0 493 | 37 1 11 0 49 | 10 4 2 0 19 | 37 1 11 0 49 | 10 4 2 0 19 | 37 1 11 0 49

05:15 PM

05:15 PM 4 437 8 0 449 | 10 5 6 0 21 | 3 484 22 0 509 | 26 2 5 0 34 | 10 5 6 0 21 | 3 484 22 0 509 | 26 2 5 0 34 | 10 5 6 0 21

Total Volume 24 1688 38 0 1750 | 41 12 17 2 72 | 21 1958 85 0 2064 | 118 3 26 1 148 | 40 12 17 2 72 | 21 1958 85 0 2064 | 118 3 26 1 148 | 40 12 17 2 72

% App. Total 1.4 96.5 2.2 0 95.7 | 1 94.9 4.1 0 89.9 | 1 94.9 4.1 0 89.9 | 1 94.9 4.1 0 89.9

PHF .750 .966 .731 .000 .788

General Traffic 1688 .750 .731 .000 .788

% General Traffic 100 100 55.3 0 99.0 | 100 100 55.3 0 99.0 | 100 100 55.3 0 99.0 | 100 100 55.3 0 99.0

U-Turns 0 0 17 0 17 | 0 0 17 0 17 | 0 0 17 0 17 | 0 0 17 0 17

% U-Turns 0 0 44.7 0 1.0 | 0 0 44.7 0 1.0 | 0 0 44.7 0 1.0 | 0 0 44.7 0 1.0

Peak Hour Data

Peak Hour Begins at 04:30 PM

General Traffic

U-Turns

Eagle Road

Wainwright Drive

From North

From East

From South

From West

Start Time

Right Thru Left Peds App. Total Right Thru Left Peds App. Total Right Thru Left Peds App. Total Right Thru Left Peds App. Total

Int. To

L2 Data Collection
L2DataCollection.com
Idaho (208) 860-7554 Utah (801) 431-2993

### Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1

#### Peak Hour for Each Approach Begins at:

- **04:45 PM:** In - Peak Hour: 1748
- **05:00 PM:** In - Peak Hour: 1956
- **04:00 PM:** In - Peak Hour: 2064
- **04:30 PM:** In - Peak Hour: 148
- **04:15 PM:** In - Peak Hour: 433

#### General Traffic

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#### PHF

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#### Observations

- Total Volume
- % App. Total
- PHF
- General Traffic
- U-Turns

#### Diagrams

- Eagle Road
- Wainwright Drive
- Peak Hour Data
- U-Turns
- General Traffic

---

**Attatchment:** CC_Project Report_June 30, 2020_CAR20-00004 (CAR20-00004 / Stellar Senior Living)
Figure 3B-1. Right-Turn Lane Warrant

Highway Volume (veh/hr/ln)
(Outside Lane Only, Including Right-turn Volume)
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 Stellar Senior Living LLC, a Utah limited liability company (the "Developer"), who is under contract to purchase the real property legally described on Exhibit A, attached hereto and made a part hereof (the "Property"), and the applicant for Boise City rezone case number CAR20-00004 and Boise City planned unit development case number PUD20-00008.

WHEREAS, the Developer has applied to the City for a conditional rezone of the Property to C-2D/DA and a conditional use permit to develop the property at 13984 W Jasmine Lane, Boise, Idaho 83713 with a senior living facility.

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 any 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.** The commonly-associated address of the Property is 13984 W Jasmine Lane, Boise, Idaho 83713, which is identified as the following tax parcel R4582530202 and legally described in Exhibit A, attached hereto and incorporated herein. The Property is approximately 5.14 acres. The C-2D/DA zone shall apply to the Property and the Property was formerly zoned A-1.
2. **Use Permitted by this Agreement.** The sole uses allowed on the Property pursuant to the conditional rezone as reflected in this Agreement are assisted living community and memory care facilities and all accessory uses, including but not limited to, parking, recreation amenities, entertainment amenities, nursing and medical facilities, accessory businesses and services, and all other uses commonly found in a full service assisted living community that offers memory care. The Developer agrees that this Agreement specifically allows only the uses described and specifically incorporated herein under the conditional C-2D/DA zone. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of Boise City Code.

3. **Construction of Use in Conditional Zone.** The development and site work shall be constructed generally in accordance with the conceptual plan attached hereto as Exhibit B and made a part hereof (the “Conceptual Plan”) and shall be consistent with the development standards set forth below as well as the original conditions of approval in Exhibit C. Failure to construct the development consistent with this Agreement and the Boise City Development Code or construction in variance with this Agreement, including any amendment of this Agreement, shall constitute a default of this Agreement by the Developer.

   a. **Development Standards.** The following items, requirements, and conditions shall be applied to rezoning the Property to a C-2D/DA zone.

      i. **Development Type and Density.** This Property shall be developed as conceptually described and illustrated in Exhibit B and as conditioned in Exhibit C. Minor changes to the Conceptual Plan may be approved through the Design Review Process. Significant changes to the Conceptual Plan, as determined by City’s Planning Director, must be approved by Boise City Council and documented in a signed and recorded amendment to this Agreement.

      ii. **Cross Access.**

         - **North:** Cross access shall be provided to the north of the Property for the benefit of tax parcel S0532417200 ("Northern Parcel").

         - **South:** Cross access shall be provided to the south of the Property for the benefit of tax parcels R4582530281, S0532417376, R1343850058, and R1343850056 (collectively, “Southern Parcels”).

         - **West:** Cross access shall be provided to the west of the Property for the benefit of tax parcels R4582530400, S0532417410, S0532427810, R4582530300, and R4582530100 (collectively, “Western Parcels”). Developer may limit cross access that serves the Western Parcels to controlled emergency-only access at such time as: (1) alternate access to each Western Parcel is provided; and (2) development or redevelopment of any Western Parcel produces
traffic volumes on, over, or through the Property that are incompatible with the uses described herein, creates a safety hazard, or unduly burdens the Property, for example if it would cause the Idaho Transportation Department to void or close the Property’s direct access onto Eagle Road.

A map depicting the Northern Parcel, Southern Parcels and Western Parcels is attached hereto and incorporated herein as Exhibit D.

iii. Non-Motorized Connectivity. The Property shall be developed to provide continued and permanent pedestrian and bicycle connectivity to the Western Parcels, Southern Parcels, and Northern Parcel as shown on the Conceptual Plan.

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 uses 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 as a result of default, 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 A-1. All uses of the Property which are not consistent with A-1 zoning or otherwise approved by the City shall cease.

c. Right to Cure. Notwithstanding the foregoing, in the event of a default under this Agreement or the breach of any of its terms or conditions, the party alleging default or breach shall give the other party not less than 30 days notice of the default or breach in writing, unless an emergency exists threatening the health and safety of the public. If such an emergency exists, written notice shall be given in a reasonable time and manner in light of the circumstances. The notice shall specify the nature of the alleged default or breach and, where appropriate, the manner and period of time during which the default or breach may be satisfactorily cured. During a period of cure, the party charged with a default or breach shall not be considered in default for the purposes of modification, termination, zoning reversion, or the institution of legal proceedings. Further, if the default or breach is cured, the party that alleged the default or breach shall take no further action.

d. Non-Waiver. A waiver by the City of any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived...
and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5. **Effective Date.** This Agreement shall be effective on the date that the City has adopted and published an ordinance by the Boise City Council zoning the Property as described herein and pursuant to case number ___________ (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 A-1, 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:**

      Stellar Senior Living, LLC  
      Attn: Kenny Hrabar  
      4525 Wasatch Blvd.  
      Salt Lake City, UT 84124

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 _____ day of ________________________, 2020.

CITY:

CITY OF BOISE CITY,

an Idaho municipal corporation

By: ________________________________

Lauren McLean, Mayor

ATTEST:

______________________________, City Clerk

STATE OF IDAHO )

) ss.
County of Ada )

On this ____ day of ________________________, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared Lauren McLean, known or identified to me to be the Mayor of the City of Boise City, the Idaho municipal corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho municipal corporation, and acknowledged to me that such Idaho municipal corporation executed the same.

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

______________________________

Notary Public for Idaho
My commission expires:____________________
DEVELOPER:

Stellar Senior Living, LLC,
a Utah limited liability company

By: ____________________________
Its: ____________________________

STATE OF IDAHO )
 ) ss.
County of Ada )

On this____ day of____________________, 20__, before me, a notary public in and for the State of Idaho, personally appeared __________________________, known or identified to me to be the __________________________ of Stellar Senior Living, the Utah limited liability company that signed the within and foregoing instrument, and acknowledged to me that such Utah 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: ________________

Attachment: CC_Project Report_June 30, 2020_CAR20-00004 (CAR20-00004 / Stellar Senior Living)
EXHIBIT A
Property Legal Description

PARCEL A OF RECORD OF SURVEY NO. 9744 RECORDED APRIL 18, 2014 AS INSTRUMENT NO. 114028946 BEING A PORTION OF LOT 2 IN BLOCK 1 OF JASMINE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 59 AT PAGES 5829 THROUGH 5830, RECORDS OF ADA COUNTY, IDAHO, AND FURTHER SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 32, WHICH BEARS NORTH 00°29'48" EAST A DISTANCE OF 2,654.28 FEET FROM A BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 32, THENCE FOLLOWING THE EASTERLY LINE OF SAID SOUTHEAST QUARTER, SOUTH 00°29'48" WEST A DISTANCE OF 150.00 FEET TO A POINT; THENCE LEAVING SAID EASTERLY LINE, NORTH 89°47'12" WEST A DISTANCE OF 25.00 FEET TO A 1/2-REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 2 AND BEING THE POINT OF BEGINNING.

THENCE FOLLOWING THE NORTHERLY LINE OF SAID LOT 2, NORTH 89°47'12" WEST A DISTANCE OF 434.96 FEET TO A 1/2-REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 2;

THENCE LEAVING SAID NORTHERLY LINE AND FOLLOWING THE WESTERLY LINE OF SAID LOT 2, SOUTH 00°29'48" WEST A DISTANCE OF 514.52 FEET TO A 1/2-REBAR;

THENCE LEAVING SAID WESTERLY LINE OF SAID LOT 2, SOUTH 89°47'12" EAST A DISTANCE OF 434.96 FEET TO A 5/8-INCH REBAR ON THE WESTERLY RIGHT-OF-WAY LINE OF N. EAGLE ROAD;

THENCE FOLLOWING SAID WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID LOT 2, NORTH 00°29'48" EAST A DISTANCE OF 514.52 FEET TO THE POINT OF BEGINNING.
EXHIBIT C
Action Letter from Boise City Council
(with Conditions of Approval)
EXHIBIT D
Cross Access Areas Map

This Exhibit D to Development Agreement is intended by the parties to be in color and the original and all copies shall be in color. If Necessary, a color version of this Exhibit D may be introduced as extrinsic evidence.
### Property Information

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### Primary Contact

**Who is responsible for receiving e-mail, uploading files and communicating with Boise City?**  
- [ ] Agent/Representative  
- [x] Applicant  
- [ ] Owner

### Applicant Information

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<td>Zip:</td>
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<tr>
<td>E-mail:</td>
<td><a href="mailto:kenny@stellarliving.com">kenny@stellarliving.com</a></td>
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<tr>
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### Agent/Representative Information

**Role Type:**  
- [ ] Architect  
- [ ] Land Developer  
- [ ] Engineer  
- [ ] Contractor  
- [x] Other

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<td>The Land Group, Inc</td>
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</tr>
<tr>
<td>State:</td>
<td>ID</td>
</tr>
<tr>
<td>Zip:</td>
<td>83616</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:tamara@the_land_group_inc.com">tamara@the_land_group_inc.com</a></td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(208) 939-4041</td>
</tr>
</tbody>
</table>

### Owner Information

**Same as Applicant?**  
- [ ] No  
- [x] Yes  
  *(If yes, leave this section blank)*

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name:</td>
<td>Wallace E.</td>
</tr>
<tr>
<td>Last Name:</td>
<td>Hedrick</td>
</tr>
<tr>
<td>Company:</td>
<td>Wally &amp; Jerrie Hedrick Trust</td>
</tr>
<tr>
<td>Address:</td>
<td>13984 W. Jasmine Lane</td>
</tr>
<tr>
<td>City:</td>
<td>Boise</td>
</tr>
<tr>
<td>State:</td>
<td>ID</td>
</tr>
<tr>
<td>Zip:</td>
<td>83713</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:kenny@stellarliving.com">kenny@stellarliving.com</a></td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(208) 206-8552</td>
</tr>
</tbody>
</table>
1. Neighborhood Meeting Held (Date):
   12/18/19

2. Neighborhood Association:
   West Bench

3. Comprehensive Planning Area:

4. This application is a request to construct, add or change the use of the property as follows:
   Rezone the property to C-2D/DA to construct a new 150,000 SF senior living facility.

5. Type of Request:
   - Rezone
   - Annexation & Rezone

6. Current Zone:
   A-1

7. Requested Zone:
   C-2D / DA

8. Size of Property:
   5.14 Acres

9. Existing uses and structures on the property are as follows:
   Existing single family home and associated shop building.
10. Are there any existing land uses in the general area similar to the proposed use? 
   If so, describe them and give their locations: 
   Yes, the land use designation to the north, south, east and west are Mixed Use.

11. On what street(s) does the property have frontage? 
   Eagle Road

12. Adjacent property information:
<table>
<thead>
<tr>
<th>Uses:</th>
<th>Zone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: Commercial office</td>
<td>North: (N-0D) Neighborhood Office with De:</td>
</tr>
<tr>
<td>South: convenience store</td>
<td>South:</td>
</tr>
<tr>
<td>East: Church</td>
<td>East: (A-1) Open Land 1 Acre minimum lot</td>
</tr>
<tr>
<td>West: residential</td>
<td>West:</td>
</tr>
</tbody>
</table>

13. Why are you requesting annexation into the City of Boise? 
   N/A The property is already annexed to Boise

14. What use, building or structure is intended for the property? 
   Senior living, independent, assisted, and memory care

15. What changes have occurred in the area that justify the requested rezone? 
   The property, with Eagle Road frontage, is underutilized.

16. What Comprehensive Plan policies support your request? 
   Policy PDP2.1: Vacant and Underdevelopment Land Database. See narrative for more information.

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: 
# Property Information

## Address

<table>
<thead>
<tr>
<th>Street Number:</th>
<th>Prefix:</th>
<th>Street Name:</th>
<th>Unit #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>13984</td>
<td>W</td>
<td>JASMINE LN</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subdivision name:</th>
<th>Block:</th>
<th>Lot:</th>
<th>Section:</th>
<th>Township:</th>
<th>Range:</th>
<th>Zoning:</th>
</tr>
</thead>
<tbody>
<tr>
<td>JASMINE ACRES</td>
<td>1</td>
<td>2</td>
<td>32</td>
<td>4</td>
<td>1</td>
<td>A-1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel Number:</th>
<th>Additional Parcel Numbers:</th>
</tr>
</thead>
<tbody>
<tr>
<td>R4582530202</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>Kenny</td>
<td>Hrabar</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stellar Senior Living</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4525 S. Wasatch Blvd</td>
<td>Salt Lake City</td>
<td>UT</td>
<td>84124</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:kenny@stellarliving.com">kenny@stellarliving.com</a></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(208) 206-8552</td>
</tr>
</tbody>
</table>

## Agent/Representative Information

<table>
<thead>
<tr>
<th>Role Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Last Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tamara</td>
<td>Thompson</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Land Group, Inc</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td>462 E. Shore Drive, Ste 100</td>
<td>Boise</td>
<td>ID</td>
<td>83616</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<tr>
<td>(208) 939-4041</td>
</tr>
</tbody>
</table>

## Owner Information

<table>
<thead>
<tr>
<th>Same as Applicant?</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If yes, leave this section blank)</td>
<td></td>
<td></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>First Name:</th>
<th>Last Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wallace E</td>
<td>Hedrick</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wally and Jerry Hedrick Trust</td>
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<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>(208) 206-8552</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):
   12/18/19

2. Neighborhood Association:
   West Bench

3. Comprehensive Planning Area:

4. This application is a request to construct, add or change the use of the property as follows:
   Construct a new 150,000 SF senior living facility

5. Size of Property:
   - 5.14 Acres
   - 0 Square Feet

6. Water Issues:
   A. What are your fire flow requirements? (See International Fire Code):
      1900 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: 1

   C. Is the building "sprinklered"?
      Yes  No

   D. What volume of water is available? (Contact SUEZ (208) 362-7354):
      2000 gpm

7. Existing uses and structures on the property are as follows:
   Existing single family home and associated shop buildings to be removed with development

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:
   No

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: commercial office</td>
<td>2</td>
<td>(N-OD) Neighborhood Office</td>
</tr>
<tr>
<td>South: Convenience Sto</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>East: church</td>
<td>1</td>
<td>(A-1) Open Land 1 Acre min</td>
</tr>
<tr>
<td>West: residential</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
**10. Non-Residential Structures:**

A. Number of **Proposed** non-residential structures: 1

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 60000</td>
<td>0</td>
</tr>
<tr>
<td>2nd Floor 60000</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor 30000</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor 0</td>
<td>0</td>
</tr>
</tbody>
</table>

B. Maximum Proposed Height:

C. Number of stories:

D. Number of **EXISTING** non-residential structures to remain: 0

Square footage of existing non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor 0</td>
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</tr>
<tr>
<td>2nd Floor 0</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor 0</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor 0</td>
<td>0</td>
</tr>
</tbody>
</table>

E. Existing Structure Height(s):

F. Number of Stories:

**11. Residential Structures:**

A. Number of **Proposed** residential units (if applicable): 1

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: 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Two-Bedroom: 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Three-Bedroom: 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other: 0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Number: 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): 0

E. Number of Stories: 0
A. Percentage of site devoted to building coverage: 32

B. Percentage of site devoted to landscaping: 32

C. Percentage of site devoted to paving: 36

D. Percentage of site devoted to other uses: 

E. Describe other use: 

13. Loading Facilities, if proposed (For Commercial uses only):

Number: 

Location: 

Size: 

Screening: 

14. Parking:

A. Handicapped Spaces: 4

B. Parking Spaces: 75

C. Bicycle Spaces: 10

D. Proposed Compact Spaces: 

E. Restricted (assigned, garage, reserved spaces) parking spaces proposed: 

F. Are you proposing off-site parking? 

- Yes  
- No  

If yes, how many spaces? 

G. Are you requesting shared parking or a parking reduction? 

- Yes  
- No  

If yes, how many spaces? 

Note: If you are requesting shared parking or a parking reduction, you must submit a survey of persons using and working on the premises and any additional information demonstrating that use by the regular employees and visitors to the premises will require fewer off-street parking spaces than required by the Zoning Ordinance.

15. Setbacks (Plans that are not graphically dimensioned will not be accepted.)

<table>
<thead>
<tr>
<th>Building</th>
<th>Proposed</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>89</td>
<td>20</td>
</tr>
<tr>
<td>Rear</td>
<td>90</td>
<td>10</td>
</tr>
<tr>
<td>Side 1</td>
<td>10</td>
<td>58</td>
</tr>
<tr>
<td>Side 2</td>
<td>5</td>
<td>63</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parking</th>
<th>Proposed</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Rear</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Side 1</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Side 2</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>

16. Waivers Requested:

A. Lot size: 

- Yes  
- No  

Description: 

B. Internal Setbacks: 

- Yes  
- No  

Description: 

C. Frontage: 

- Yes  
- No  

Description: 

Packet Pg. 1005
18. Amenities:
Number: 4
Description: outdoor garden, pickleball, theatre, salon

19. Density:
Allowed Density: 
Proposed Density: 

20. Building Exterior:
<table>
<thead>
<tr>
<th>Materials</th>
<th>Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof: standing seam flat roof</td>
<td>white TPO, brown/gray</td>
</tr>
<tr>
<td>Walls: stucco, hardy board</td>
<td>blues, tans, browns</td>
</tr>
<tr>
<td>Windows/Doors: glass, vinyl and storefront</td>
<td>dark frames</td>
</tr>
<tr>
<td>Fascia, Trim etc.: wood and aluminium</td>
<td>dark frames</td>
</tr>
</tbody>
</table>

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
- 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: 1

C. Proposed screening method:
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

File Number               CAR20-00004 & PUD20-00008
Applicant                Kenny Hrabar / Stellar Senior Living
Property Address         13984 W Jasmine Lane
Public Hearing Date      March 9, 2020
                           Heard by Planning and Zoning Commission
Analyst                  Karla Nelson, Associate Planner
Reviewed By              Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on: December 18, 2019
Radius notices mailed to properties within 500 feet on: February 21, 2020
Newspaper notification published on: February 21, 2020
Applicant posted notice on site on: February 21, 2020

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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..................................................................................................................................... 5
8. Approval Criteria...................................................................................................................... 10
9. Recommended Conditions of Approval................................................................................ 13

Exhibits
Agency Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner</td>
</tr>
<tr>
<td>Wallace E Hedrick / Wally and Jerry Hedrick Trust</td>
</tr>
<tr>
<td>Architect/Representative</td>
</tr>
<tr>
<td>Tamara Thompson / The Land Group, Inc.</td>
</tr>
<tr>
<td>Location of Property</td>
</tr>
<tr>
<td>13984 W Jasmine Ln.</td>
</tr>
<tr>
<td>Size of Property</td>
</tr>
<tr>
<td>5.14 acres</td>
</tr>
<tr>
<td>Existing Zoning</td>
</tr>
<tr>
<td>A-1 (Open Lands, Park – 1 unit/acre)</td>
</tr>
<tr>
<td>Proposed Zoning</td>
</tr>
<tr>
<td>C-2D/DA (General Commercial with Design Review and a Development Agreement)</td>
</tr>
<tr>
<td>Land Use Designation</td>
</tr>
<tr>
<td>Mixed Use</td>
</tr>
<tr>
<td>Planning Area</td>
</tr>
<tr>
<td>West Bench</td>
</tr>
<tr>
<td>Neighborhood Assoc./Contact</td>
</tr>
<tr>
<td>Centennial / Matt Grimm</td>
</tr>
<tr>
<td>Procedure</td>
</tr>
<tr>
<td>The Planning and Zoning Commission renders a final decision on the conditional use and makes a recommendation to the City Council on the rezone and Development Agreement.</td>
</tr>
</tbody>
</table>

Current Land Use
Single family home with accessory structures and private lanes.

Description of Applicant’s Request
A rezone of the property from A-1 to C-2D/DA and a conditional use permit for a planned residential development comprised of 150-units for a senior living facility.

2. Land Use

Description and Character of Surrounding Area
The parcel is located on the west side of N Eagle Rd between McMillian and Ustick Roads. Eagle Rd is a major mobility corridor and a state highway. Office and commercial uses front Eagle Rd but the general neighborhood is primarily detached single-family residential.

Adjacent Land Uses and Zoning

<table>
<thead>
<tr>
<th>North</th>
<th>Retail and Residential then a Daycare / N-OD (Neighborhood Office with Design Review) and RUT (Rural-Urban Transition) in Ada County then L-OD (Limited-Office with Design Review)</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>Fuel Center, Car Wash and Multi-Family / C-G (General Retail and Service Commercial District) in the City of Meridian</td>
</tr>
<tr>
<td>East</td>
<td>Eagle Road then a Church / A-1</td>
</tr>
<tr>
<td>West</td>
<td>Single-Family Dwellings on large lots / RUT</td>
</tr>
</tbody>
</table>
3. Project Proposal
Structure(s) Design

<table>
<thead>
<tr>
<th>Number and Proposed Use of Buildings</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One building with 150-units for senior living.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Stories / Maximum Building Height</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Three Stories: 45’ in height</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PUD Amenities</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Multipurpose room, theater, physical therapy room, salon, dining room and bistro, outdoor garden space, and a pickle ball court. Residents will also have access to a shuttle service.</td>
<td></td>
</tr>
</tbody>
</table>

**Setbacks**

<table>
<thead>
<tr>
<th>Yard</th>
<th>Building</th>
<th>Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Required</td>
<td>Proposed</td>
</tr>
<tr>
<td>Front (Eagle Rd.)</td>
<td>10’</td>
<td>112’</td>
</tr>
<tr>
<td>Side (north)</td>
<td>15’</td>
<td>70’</td>
</tr>
<tr>
<td>Side (south)</td>
<td>15’</td>
<td>76’</td>
</tr>
<tr>
<td>Rear (west)</td>
<td>15’</td>
<td>36’</td>
</tr>
</tbody>
</table>

*Side yard parking setbacks are 5’ adjacent to commercial and 10’ adjacent to residential uses.

**Parking**

Retirement centers are required 0.5 parking spaces per dwelling unit.

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total parking spaces:</td>
<td>75</td>
</tr>
<tr>
<td>Accessible spaces:</td>
<td>3</td>
</tr>
<tr>
<td>Compact spaces allowed:</td>
<td>30</td>
</tr>
<tr>
<td>Bicycle parking spaces:</td>
<td>8</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>11-03-04.2</td>
<td>Development Agreement Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.3</td>
<td>Rezone Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.7</td>
<td>Planned Unit Development Specific Procedures</td>
</tr>
<tr>
<td>11-04-05</td>
<td>General Purpose of Commercial Districts</td>
</tr>
<tr>
<td>11-07-03</td>
<td>Off-Street Parking &amp; Loading Standards</td>
</tr>
<tr>
<td>11-07-06.5</td>
<td>Planned Unit Development Standards</td>
</tr>
</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 | Goal EC3: Promote Business Expansion  
Goal NAC7: Facilitate a Mix of Housing Types  
Principle SHCC11.2: Services for the Elderly |
| Chapter 3: Community Structure and Design | General Mixed-Use Land Use Category  
IDP-MU.2: Relationship to Surrounding Neighborhoods |
| Chapter 4: West Bench Planning Area Policies | Principle WB-C 1.2: Eagle Road Access  
Goal WB-C 2: Greater Connectivity |

6. Transportation Data

As noted in their report, the Idaho Transportation Department (ITD) approved the project as proposed. There is an existing median along Eagle Road (SH 55) that prevents left turn movements in and out of the site, therefore already restricting access to right-in/right-out. The applicant provided trip generation data to ITD indicating that the project does not warrant a southbound right turn-lane as a minimum of 20 peak hour inbound right-turns are necessary to warrant a turn-lane. Based on the applicant’s trip generation data this development is estimated to generate 28 weekday A.M. peak hour trips (18 inbound) and 39 weekday P.M. peak hour trips (15 inbound). Eagle Road southbound A.M. peak traffic counts are 1,995 and southbound P.M. peak traffic counts are 1,705.

The proposed approach from Eagle Road will also provide access for the residential homes that currently utilize Jasmine Lane and Eagle View Lane. However, if these single-family homes redevelop with more intense uses ITD will not allow them to access Eagle Road through the new driveway on the subject property as it would increase the number of trips beyond what could be supported. In that case, access for these parcels to the west will need to be taken from the adjacent local roads (the future extended Centrepoint Way) and private drives and not the new approach from Eagle Road. The Planning Team explored the possibility for the Stellar Senior Living Facility to take access from a public roadway connection at the Jasmine Lane alignment.
However, ITD will not support a public roadway connection as it does not meet offset requirements from Wainwright Drive and there is not enough space for a right turn lane. There are similar concerns with a public roadway at Eagle View Lane. As connectivity is still being determined for the area and as nearby properties continue to develop, the Planning Team recommends that cross access be maintained to the north, west and south as depicted in Figure 1. When adjacent properties redevelop, the proposed access onto Eagle Road could be closed and the Stellar Senior Living Facility could take access from Centrepoint Way via cross-access agreements. It should be noted that this closer could only occur as an ITD requirement rather than the City requiring the closure of direct access to the roadway the parcel fronts onto.

7. Analysis

The applicant is requesting a rezone of 5.14 acres located at 13984 W. Jasmine Ln. from A-1 (Open Lands) to C-2D/DA (General Commercial with Design Review and a Development Agreement). A conditional use permit for a planned residential development comprised of 150-units for senior living is also included. The site is located on the western side of Eagle Rd. between McMillan and Ustick Rd. The parcel contains one single-family home which will be removed. Property directly to the west, within the City of Meridian was recently transferred from the City of Boise Area of City Impact to the City of Meridian Area of City Impact. This property to the west is proposed for the Delano Subdivision consisting of 66 single-family homes and an 84-unit multi-family development. Multi-family and commercial uses are to the south and a large parcel with a single-family home is found to the northwest.

Rezone

The applicant requests a rezone from A-1 (Open Lands, Park – 1 unit/acre) to C-2D/DA (General Commercial with Design Review and Development Agreement – 1.5 Floor Area Ratio and 1,000 sq. ft./unit). The rezone is requested in order to construct a 150-unit senior living facility. The rezone is compatible with the Comprehensive Plan as it designates the site as “General Mixed-Use” on the Land Use Map, within which the C-2 zone is allowed. The Comprehensive Plan characterizes the “General Mixed-Use” category as providing a foundation for Activity Center development and allowing for a vertical or horizontal mix of uses, including residential. While nearly every zoning district is permissible in the “General Mixed Use” land use designation, only the commercial (C-1 through C-5), office
(R-O, N-O, L-O) and multi-family zones (R-2, R-3) can support the proposed senior living facility through the table of allowed uses.

The multi-family residential and office zones are compatible with the residential neighborhood to the north and west and small-scale retail, service and office uses to the north. However, these zones are not consistent with uses to the south along Eagle Road and would prohibit commercial development along a major corridor. Some zones would also not allow for the number of units desired, as the N-O and R-2 zones could only support 74 units. Furthermore, the greater setbacks required within the office and multi-family zones were not consistent with this type of development. All the commercial zones would be permissible at this location. However, due to the type of commercial development located along Eagle Road south of the site (i.e. large shopping centers), the C-1 zone would not be appropriate as it is intended to support small scale commercial uses adjacent to residential neighborhoods and this is a large 5-acre site. The C-3 zone promotes semi-industrial uses which are not compatible with the adjacent retail and residential uses. The C-4 zone is intended for large planned commercial developments and since the applicant solely intends to develop a senior living facility it is not appropriate in this situation. Lastly, the C-5 zone is reserved for the Downtown Area.

The proposed C-2D zone is compatible with surrounding zoning and development as the property to the south is a commercial center zoned General Retail and Service Commercial in Meridian. The C-2 zone is appropriate since it accommodates comparable commercial uses along Eagle Road and provides a transition to the proposed multi-family and single-family development directly to the west. The inclusion of the Development Agreement further ensures this zone will allow for appropriate development along Eagle Road.
Development Agreement

One concern with the proposed rezone to C-2 is the potential range of uses that could be allowed including several auto-oriented uses, some of which may not fit into the context of the area. To mitigate any concerns over allowed uses, the applicant submitted a development agreement for the project stipulating that the only allowed use for the property is an assisted living community and memory care facility along with associated accessory uses.

While the proposed DA addresses many of the concerns regarding the redevelopment of the property, the Planning Team recommends a modification to the section addressing cross-access. The applicant is proposing cross access to the north and south but would like to limit access from the west. They propose to allow access for the existing single-family homes but would like to limit access to emergency-only at such a time as when alternative access is provided for the parcels to the west through a connected Centrepoint Way. The agreement would also allow for access to be limited when any redevelopment produces traffic volumes that are incompatible with the senior living facility, create safety hazards, or unduly burdens the property. It should be noted that the applicant is agreeable to allowing for pedestrian and bicycle cross access.

In part, the applicant is concerned with granting cross access to the west as the existing access drive onto Eagle Road is only approved by ITD to accommodate the number of vehicle trips which are proposed to be generated from the senior living facility. Secondly, they are also concerned that future residents of the proposed multi-family development to the west will cut through the senior living facility to access Eagle Road. Despite these concerns from the applicant, the Planning Team recommends that the Development Agreement be modified to perpetually allow cross access to the north, south and west in two locations. As the surrounding area redevelops, cross access will be critical in ensuring adequate connectivity. From the Planning Team’s perspective an ideal scenario would prohibit any access to Eagle Road in this location, instead east/west roadway connections would funnel traffic to Centrepoint Way and then out to Eagle Road at signalized intersections. In this ideal scenario the east/west connectivity would be through public roads rather than through private service drives. While the proposed site plan and surrounding development does not accommodate a public roadway, at least at this time, cross access at a minimum preserves connectivity in the area and could benefit the applicant by allowing additional access points for future visitors and residents.
of the senior living facility. As such the DA is proposed to be modified to include the following language: Two-way perpetual cross access shall be provided to the parcels to the west at the approximate locations shown on the site plan and shall not be limited to emergency only access.

**Planned Unit Development**

The applicant proposes to construct a 150,000 square foot senior living facility in a single building with 150 units. The proposal includes a variety of units to accommodate resident needs including 9 studios, 85 one-bedroom, 23 two-bedroom units along with 30 memory care studios an additional 3 units are of an undetermined size. The site is large enough to accommodate the development as a Floor Area Ratio of 1.5 is allowed within the proposed C-2D/DA zone. Given the size of the property, a building of 335,847 square feet could be allowed while only 150,000 square feet are proposed. The site also meets the 1,000 square feet of land per unit requirement, as 150 units are proposed and up to 223 could be allowed. The proposed building will comply with the height, parking and setback requirements of the zone. However, based on Fire Department conditions the site plan will need to be modified to accommodate 26’ wide drive aisles.

The development is over one acre in size, as such two amenities are required. The proposal includes a multipurpose room, theater, physical therapy room, salon, dining room and bistro, outdoor garden space, and a pickle ball court. Much of the outdoor space is enclosed by the building to allow for an outdoor area that is safe and secure for all future residents. The surrounding structure will also provide a sound barrier for residents when they are outside. For transportation, residents will have access to a shuttle service to allow for outings regardless of their interest or ability to drive.

The building will include a varied roofline and a modulated façade to break up its massing and provide visual interest. The Eagle Road facing façade will include a prominent entryway. The exterior will include a mixture of building materials including tile, stucco and stone veneer along with board and batt hardi siding and stained wood. A mixture of trees and shrubs will be planted along the property lines, within the parking lot, around the perimeter of the building, and within the enclosed outdoor areas. Over 30% of the site will be devoted to landscaping. The project is in a Design Review overlay zone and will be reviewed more thoroughly by
the Design Review Team to ensure the architecture, modulation, landscaping, and lighting are appropriate for the site and in compliance with the Citywide Design Review Guidelines.

The senior living facility is compatible with the area as a multi-family development is proposed directly to the west and based on the Mixed-Use future land use designation, if the property to the northeast redevelops, it is also likely to become multi-family. The senior living facility will provide a transition from traffic along Eagle Road to the multi-family and then single-family developments to the west. Furthermore, a 6' solid wood fence is proposed along the western boundary to maintain privacy for these nearby residential properties. The development will also be compatible with the commercial development to the south as cross access will be provided and the intensity of traffic and noise generated from the senior living facility will be less than the surrounding uses that exist in the area. The proposed development is supported by several policies in Blueprint Boise. Goal NAC7 seeks to facilitate a mix of housing types and this project would provide housing for seniors. Similarly, Principle SHCC11.2 encourages services for the elderly and the senior living facility would offer lifestyle, health and housing services for its future residents. Furthermore, requiring cross-access would help to provide greater connectivity in the West Bench Planning Area as desired by Goal WB-C 2.

Tree Mitigation
The landscape plan details 41 trees totaling 334 caliper inches that are proposed to be removed from the site. The applicant proposes to retain 15 trees and to add 32 trees totaling 130 caliper inches. The applicant has offered to contribute to the City’s tree mitigation fund to fulfill the mitigation requirements.

Connectivity
The applicant proposes to consolidate the two Eagle Road access points into the site with a single 24' wide driveway which would allow for right-in/right-out access. In compliance with the Eagle Road Corridor Multi-Use Pathway Improvements Plan the applicant is proposing to improve the Eagle Rd. frontage with a 10' wide multi-use pathway.
There are a few single-family residences which currently take access from Jasmine Lane on the south side of the site and one home takes access from Eagle View Drive on the north side of the property. Cross access will be maintained for these homes and the Planning Team recommends that the Development Agreement be modified to maintain this access at each of the astrix points detailed in Figure 4 even when the properties redevelop. Furthermore, the Planning Team recommends that the site plan be modified so that these access points do not narrow but retain the width of the remainder of the service drive. The applicant does agree to provide cross access to the south and on the north but is opposed to cross access to the west.

8. Approval Criteria

Rezone (11-03-04.3(7)(c))

i. Is in compliance with the Comprehensive Plan;

The proposed rezone is compatible with the Comprehensive Plan as the site is designated for “General Mixed-Use” on the Future Land Use Map, within which the C-2 zone is allowed. Given the surrounding development pattern, the existing A-1 zone at one unit per acre is an underutilization of the property. The C-2 zone with a DA will allow a Senior Living Facility to be developed which will provide housing opportunities for senior citizens. Goal NAC7 of Blueprint Boise is intended to facilitate a mix of housing types and this proposed senior housing facility will enhance housing opportunities for older residents in the area, including those in need of memory care. Similarly, Principle SHCC11.2 promotes services for the elderly population and this proposed development would provide lifestyle and continuing care for elderly residents.

Requiring cross access to the north, south and west is also supported by the comprehensive plan as Goal WB-C 2 seeks greater connectivity in the West Bench Planning Area. If the result of cross access would lead to the eventual closure of the proposed Eagle Road access point that would be supported by Principle WB-C 1.2 which looks for Eagle Road Access Management.

ii. Is in the best interests of the public convenience and general welfare;

The rezone to C-2D/DA is in the best interest of the public since it will provide a valuable service to the community in the form of senior housing and care. The property is currently zoned A-1 (Open Land), with a maximum residential density of one unit per acre. This is not an appropriate zone for a property in an urban setting along a major transportation corridor where services, infrastructure and amenities are readily available. The DA will limit use of the site solely to the senior living facility thereby eliminating the risk of a wide range of possible uses on the site if the proposed project does not develop as planned. The senior living facility will provide a transition
from the intensity of noise and traffic along Eagle Road into the proposed multi-family and then single-family uses to the west.

iii. **Maintains and preserves compatibility of surrounding zoning and development.**

The C-2 zoning designation is compatible with surrounding development since it promotes redevelopment of the property that is consistent with the “Mixed Use” land use designation. Eagle Road is a major transportation corridor and large commercial uses are found south of the property. Adjacent zoning to the south is General Retail and Service Commercial which is a comparable zoning designation in Meridian. The C-2 zone is appropriate since it accommodates comparable commercial uses along Eagle Road and provides a transition to the proposed multi-family and single-family development directly to the west. The inclusion of the Development Agreement further ensures that the use will be restricted to a senior living facility. Since many residents will not drive, traffic generated from the facility is much less than what could be found in many commercial developments. Compatibility will be further supported by cross access to the north, south and west, as this will leave open the opportunity to provide internal connectivity within this broader area which is likely to develop around Centrepoint Way.

**Planned Unit Development (11-03-04.07(C7))**

i. **The location is compatible to other uses in the general neighborhood:**

The project is compatible with the surrounding neighborhood which includes commercial uses to the south; retail, service and office to the north; and large residential lots to the west, which are likely to redevelop into multi-family and medium density residential. The proposed senior living facility will be a compatible neighbor to these uses as it will provide a transition from Eagle Road into the residential developments to the west. Furthermore, the proposal will include pedestrian and bicycle cross-access and a 10’ wide multi-use pathway along Eagle Road which will help surrounding residents as they access goods and services in the area.

ii. **The proposed use will not place an undue burden on transportation and other public facilities in the vicinity:**

Correspondence received from commenting agencies confirm the proposed use will not place an undue burden on the transportation system or other services in the vicinity provided conditions are met. In comments, dated February 25, 2020, the Idaho Transportation Department confirmed available capacity on Eagle Road, and that the project will not negatively impact the transportation system. Comments did limit the proposed Eagle Road access solely to this development and would require that east/west cross access be removed once property to the west redevelops. Alternatively, the Planning Team recommends that cross access be maintained and that when the adjacent properties redevelop the Eagle Road access be closed and access achieved through private services drives to Centrepoint Way. Comments
from the Fire Department indicate that the site plan will need to be redesigned to allow for 26' wide service drives. As indicated in attached comments, no public agency has voiced opposition to this request.

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. The required amenities have been provided, the density does not exceed the limitations of the underlying zone and all dimensional requirements have been met. All required parking has been provided and adequate landscape separations have been provided. A 10' wide detached pedestrian pathway will be provided along the Eagle Road frontage. As a greater quantity of tree caliper inches are being removed than being replaced tree mitigation will be required. The applicant will be required to revise the site plan to ensure adequate Fire Department access is provided.

iv. **The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity:**

With the attached conditions of approval, the project will not adversely impact other properties in the vicinity. The senior living facility will be a relatively quiet neighbor for the residential properties to the west while still providing a commercial style street presence on Eagle Road. There will be a six-foot solid wood fence and landscaping along the western project boundary that will help provide additional privacy. The proposal will be within a Design Review Overlay and adherence to the Citywide Design Guidelines will be further reviewed through a separate Design Review permit. In addition, all perimeter setbacks have been met, and the building heights and parking requirements are in compliance with the Development Code.

v. **The proposed use is in compliance with the Comprehensive Plan.**

The project is consistent with the goals, objectives and policies of Blueprint Boise. The property is designated “Mixed Use” on the Land Use Map which supports senior living facilities through the conditional use process. Goal NAC7 seeks to facilitate a mix of housing types and this proposal would add senior housing. Similarly, in support of Principle SHCC11.2, the proposed facility would offer services to elderly residents in the form of housing, recreation and care. Mixed Use Principle IDP-MU.2 looks to respect the scale of the surrounding neighborhood and this development would bring a 3-story senior living facility to the Eagle Road frontage and would transition to apartments and then single family to the west through separate development applications in the City of Meridian. Furthermore, requiring cross access would be supported by Goal WB-C 2 which encourages greater connectivity in the West Bench Planning Area. Furthermore, the eventual closure of the proposed access...
onto Eagle Road would be supportable by Principle WB-C 1.2 which looks for Eagle Road Access Management.

9. Recommended Conditions of Approval

Site Specific

1. Compliance with the plans and specifications submitted to and on file in the Planning and Development Services Department date received January 29, 2020, and revised preliminary plat submitted February 6, 2020, except as expressly modified by the following conditions:

2. Design Review approval shall be obtained prior to building permits.

3. Tree mitigation in compliance with Boise City Code shall be provided.

4. Cross access agreements for the single-family residences to the west utilizing Eagle View Lane and Jasmine Lane shall be provided prior to obtaining building permits.

5. The site plan shall be modified to include 26’ wide aerial fire access roadways and to maintain this width at the connection points to the west.

Development Agreement

6. The following Development Agreement requirements shall be met:

   a. Upon approval of the zoning, the applicant shall submit a final signed copy of the Development Agreement for review and ordinance passage.

   b. Within one year of the date City Council approves the zoning, the Development Agreement shall be recorded. The three required readings of the ordinance will not be scheduled until recordation has occurred. Failure to record the Development Agreement within the one-year time frame shall automatically render approval of this modification null and void.

   c. Any future development shall comply with the Boise City Development Code and shall obtain all required permits.

   d. The DA shall be modified to include the following condition:

      i. Two-way perpetual cross access shall be provided to the parcels to the west at the approximate locations shown on the site plan and shall not be limited to emergency access only.

Agency Requirements
7. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   
a. Idaho Transportation Department (February 26, 2020);

8. The applicant shall comply with the requirements of the Boise City Public Works Department (BCPW). The following is a list of department comments by division:
   
a. Sewer (February 3, 2020);
b. Sewer Capacity (February 3, 2020);
c. Solid Waste (February 4, 2020);
d. Street Lights (January 31, 2020);
e. Pretreatment (January 31, 2020); and
f. Drainage/Stormwater (February 3, 2020).

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

9. The applicant shall comply with all requirements of the Boise City Building Department.

10. The applicant shall comply with all requirements of the Boise Fire Department comments received February 24, 2020. Any deviation from this plan is subject to Fire Department approval. For additional information, contact Ron Johnson at 208-570-6500.

**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. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact the Planning and Development Services Planning Department at 208-608-7100 regarding questions pertaining to this condition.

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

14. 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.
15. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

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

17. 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.

18. Utility services shall be installed underground.

19. 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.

20. No change in the terms and conditions of this approval shall be valid unless in writing and signed by the applicant or 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.

21. 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.

22. All amenities, landscaping, fencing, sidewalks and underground irrigation shall be installed or bonded for prior to the issuance of a building permit. For bonding, the applicant is required to provide a minimum of two bids for the amenities, landscaping materials and the installation. The bond shall be for 110% of the highest bid. For additional information, please call (208) 608-7100.

23. 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.

24. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

25. This permit shall be valid for a period not to exceed 24 months from the date of approval by the Planning and Zoning Commission. Within this period, the holder of the permit must acquire construction permits and commence placement of permanent footings and structures on or in the ground.

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

27. 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.
February 21, 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, CAR20-0004</th>
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<tbody>
<tr>
<td>Project Name</td>
<td>STELLAR SENIOR LIVING</td>
</tr>
<tr>
<td>Project Location</td>
<td>13984 West Jasmine Lane, west of SH-55 milepost 39.36</td>
</tr>
<tr>
<td>Project Description</td>
<td>Construction of a new 150,000 square foot senior living facility</td>
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<tr>
<td>Applicant</td>
<td>Kenny Hrabar</td>
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</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. The applicant has been in contact with ITD to discuss the proposed approach on to SH-55. Trip generation information and a right turn lane warrant have been submitted to ITD (see attached). The analysis has indicated the proposed development does not warrant a southbound right turn lane. The proposed approach will also provide access for the residential homes that currently utilize the existing Jasmine Lane east of the proposed development. Should those parcels develop in the future access shall be taken from the adjacent local roads and not the new proposed approach.

3. An encroachment permit is required prior to any work being done in the right-of-way. Applicant will need to submit an ITD Right-of-Way Encroachment Application and Permit – Approaches or Public Streets in order to have the approach 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. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State Highway.

5. 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.

6. ITD’s access concerns are addressed in item 2 and 3.

7. Provided the appropriate ITD permit is obtained and future development take access from the local road system, 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
February 24, 2020

Karla Nelson
PDS – Current Planning

Re: PUD20-00008 – 13984 W Jasmine Lane

Dear Karla,

This is a request for a Planned Unit Development to construct a new 150,000 square foot senior living facility with 134 units.

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. Structures greater than 30-feet in height will require aerial fire access roadways. These roadways shall be a minimum of 26-feet in width and located at least 15-feet but no more than 30-feet from the building. **Modifications to the proposed site plan are required to comply.** (IFC D105)

2. Fire hydrants, capable of producing the required fire flow, shall be located so that no part of the structure is more than 600-feet from the hydrant. **Additional fire hydrants are required.** (IFC 507.3, IFC B105.2, IFC C105).

3. 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 Please confirm adequate fire flows exist. Application indicates 1,900 gallon per minute is required but that number appears inaccurate. (IFC 507.3, IFC B105.2, IFC C105).

4. Monument signage for addressing will be required at the entrance and at all intersections within the project. (IFC 505.1)

5. Fire apparatus access roads shall have an approved driving surface of asphalt, concrete or other approved driving surface and can support the imposed load of fire apparatus weighing at least 75,000 pounds. Please provide documentation the road surface meets this standard. (IFC D102.1)

6. For drive aisles 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. (BCC5-12-32, IFC 503.8)
**General Requirement:**

Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and Boise City Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Romeo P Gervais  
Deputy Chief – Fire Marshal  
Boise Fire Department
City of Boise Solid Waste staff has reviewed the application for this project and has the following comment(s):

City of Boise Solid Waste staff has reviewed the application for this project and has no comments. Solid waste is OK as planned.

This property is approved for two dumpsters in an exterior enclosure.

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.
To: Planning and Development Services
From: Zach Conde, Senior Environmental Specialist
Public Works
Subject: PUD20-00008; Stellar Senior Living 13984 Jasmine Ln.; Pretreatment Comments

All food service operations require “suitable and adequate” grease abatement equipment and must follow established Fat/Oil & Grease Best Management Practices.

For more information, or if you have any questions please contact Zach Conde, 208-608-7530 or email at zconde@cityofboise.org.

Conditional Use Design Review Application
SAR095 (Boise)
6.4
February 3, 2020

RE:  PUD20-00008  13984 W Jasmine Ln

Dear Applicant:

You have submitted a Planning request to construct a senior living facility at the above location. Please be aware that sewer capacity fees will be due at the time the building permits are issued.

If you have questions, or we may be of assistance, please contact us at 208-608-7150.

Thank you
INTER-DEPARTMENT CORRESPONDENCE

Date: 2/3/2020

To: Planning and Development Services

From: Brian Murphy, Drainage Coordinator
Public Works

Subject: PUD20-00008; Drainage/Stormwater Comments

A drainage plan must be submitted and approved by Public Works prior to issuance of a building permit.

If you have any further questions contact Brian Murphy, 384-3752.
Date: 31 January 2020

To: Planning and Development Services

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

Subject: Street Light Comments
PUD20-00008: 13984 W Jasmine Ln.

SL01 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.)

SL02 Street lights are required at the following locations:

1. SWC & SEC facing Jasmine Ln

Street lights are required. Plans for this private street light system must be submitted, reviewed, and approved by Public Works prior to issuance of a building permit. A Homeowners’ Association shall be created to be responsible for the ongoing operation and maintenance of the system.

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. Jasmine Ln

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
tmarshall@cityofboise.org

Making Boise the most livable city in the country.