CITY COUNCIL
AGENDA
CITY OF BOISE

Regular Evening Meeting

Tuesday, October 20, 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: Creating a City for Everyone
BOISE, IDAHO  
City Council Agenda  
6:00 PM  
October 20, 2020  
City Hall - Maryanne Jordan City Council Chambers

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. REQUEST FOR APPROVAL

1. City Council Minutes - Regular Evening Meeting - Oct 13, 2020 6:00 PM

V. SPECIAL BUSINESS

1. CAR20-00005, PUD20-00013 & SUB20-00009 / Mediation Request  
Presenter: Cody Riddle, Planning and Development Services  
ACTION REQUESTED: Approval

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 512449-512707 and ACH 64545-64637 in the total amount of $5,621,014.60 as of October 08, 2020.

*B. Minutes and Reports

*1. Internal Audit FY20 QR4 Report, September 2020

*2. Boise Public Library Board of Trustee's Board Meeting, August 13, 2020

*3. Boise Public Library Board of Trustee's Special Meeting Minutes, August 27, 2020

*4. Boise Public Library Director's Report August 2020
*5. Public Works Commission Meeting Minutes, September 2, 2020

*6. Boise Public Library Board of Trustee’s Meeting Minutes, September 10, 2020

*7. Boise Public Library Director’s Report September 2020

*C. Resolutions

*1. RES-497-20  A RESOLUTION APPROVING AWARD OF FB 21-042; CONCENTRATED CAUSTIC SODA SOLUTION, AND AUTHORIZING PROCUREMENT BY PURCHASE ORDER BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND UNIVAR SOLUTIONS USA INC.; AND PROVIDING AN EFFECTIVE DATE.

*2. RES-498-20  A RESOLUTION APPROVING THE FY 2021 FUNDING AGREEMENT BETWEEN THE CITY OF BOISE CITY, THROUGH THE BOISE POLICE DEPARTMENT, AND THE IDAHO TRANSPORTATION DEPARTMENT’S OFFICE OF HIGHWAY SAFETY (OHS), TO ACCEPT UP TO $16,000.00 IN GRANT FUNDING FOR BOISE POLICE EMPLOYEE TRAVEL AND OVERTIME AS THE LAW ENFORCEMENT LIAISON TO OHS; AUTHORIZING THE CITY OF BOISE’S POLICE DEPARTMENT TO RECEIVE THE GRANT FUNDS AWARDED; AUTHORIZING AND RATIFYING THE SIGNATURE OF OPERATIONS SUPPORT COMMANDER ALISON TATE EXECUTING SAID AGREEMENT FOR AND ON BEHALF OF THE CITY OF BOISE; AND PROVIDING AN EFFECTIVE DATE.

*3. RES-499-20  A RESOLUTION DECLARING CERTAIN CITY-OWNED REAL PROPERTY, CONSISTING OF 0.55 +/- ACRES OF LAND AND THE ATTACHED IMPROVEMENTS, TOGETHER ADDRESSED AS 4422 W. OVERLAND ROAD, LOCATED IN BOISE CITY, ADA COUNTY, IDAHO, AS UNDERUTILIZED OR NOT USED BY THE CITY FOR PUBLIC PURPOSES; FINDING THAT SELLING THE PROPERTY IS IN THE PUBLIC INTEREST; OFFERING THE PROPERTY FOR SALE AT AUCTION AND ESTABLISHING A MINIMUM PRICE FOR THE PROPERTY; AUTHORIZING AND DIRECTING CITY STAFF TO DO ALL THINGS NECESSARY TO PREPARE THE AUCTION AND TO READY THE PROPERTY TO BE OFFERED FOR SALE AT AUCTION; DIRECTING CITY STAFF TO TAKE STEPS TO ALLOCATE ALL NET PROCEEDS FROM THE AUCTION SALE OF THE
PROPERTY TO THE CITY’S GROW OUR HOUSING PROGRAM FUND; AND ESTABLISHING AN EFFECTIVE DATE.

*4. RES-500-20 A RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY OWNED BY THE CITY AS UNDERUTILIZED OR NOT USED FOR PUBLIC PURPOSES AND TO DECLARE THE CITY’S FURTHER INTENT TO EXCHANGE SUCH PROPERTY, CONSISTING OF THE FOLLOWING: A PORTION OF REAL PROPERTY ADJACENT TO COLLISTER DRIVE, BOISE, ADA COUNTY, IDAHO, WITH AN AREA OF APPROXIMATELY .4 ACRES; AND PROVIDING AN EFFECTIVE DATE.

*D. Subdivisions - Final Plats/Time Extensions

*1. Taper Condominiums, SUB20-00040, Boise City Final Plat, (SUB20-00040 / Taper Condominiums / Dave Evans Construction / 3928 E Haystack St / Condominium plat for a residential subdivision comprised of 30 units and 3 common unit on 0.971 acres in a SP-01 (Harris Ranch Specific Plan) zone.)

VII. ORDINANCES

A. First Reading

1. ORD-34-20 AN ORDINANCE (CAR19-00031 FOR PROPERTY LOCATED AT 511 N MAPLE GROVE RD) 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 LIGHT INDUSTRIAL WITH DESIGN REVIEW (M-ID) TO NEIGHBORHOOD COMMERCIAL WITH DESIGN REVIEW AND DEVELOPMENT AGREEMENT (C-ID/DA); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.
2. ORD-35-20 AN ORDINANCE AMENDING THE SOLID WASTE FRANCHISE AGREEMENT (FRANCHISE AGREEMENT) BY AND BETWEEN THE CITY OF BOISE, BY AND THROUGH ITS PUBLIC WORKS DEPARTMENT (THE CITY), AND ALLIED WASTE SERVICES OF NORTH AMERICA L.L.C. DOING BUSINESS AS REPUBLIC SERVICES OF BOISE (REPUBLIC SERVICES) ADOPTING AN UPDATED REIMBURSEMENT RATE SCHEDULE TO INCREASE REIMBURSEMENT RATES PAID TO REPUBLIC SERVICES FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES; PROVIDING AN EFFECTIVE DATE; AND APPROVING A SUMMARY OF THE ORDINANCE.

B. Second Reading

1. ORD-32-20 AN ORDINANCE (CAR19-00028) FOR PROPERTY LOCATED AT 9000 W STATE ST 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 HIGH DENSITY RESIDENTIAL WITH DESIGN REVIEW (R-3D); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

C. Third Reading

NO ORDINANCES SCHEDULED FOR THE THIRD READING CALENDAR.

VIII. UNFINISHED BUSINESS

NO UNFINISHED BUSINESS SCHEDULED.

IX. NEW BUSINESS

A. Subdivisions

1. Freer Townhomes Subdivision, SUB20-00039, Boise City Preliminary Plat, (SUB20-00039 / Freer Townhomes Subdivision / T-O Engineers / 5021 W Alamosa St / Preliminary Plat for a residential subdivision comprised of 5 buildable and 2 common lots on 0.65 acres in a R-1C (Single Family Residential) zone.)

B. Public Hearings

2. PUD20-00027 / Tradewinds General Contracting / 1821 S Vista Ave / Appeal of the Planning & Zoning Commission’s approval of a conditional use permit for a planned residential development comprised of 7 attached townhomes and 9 multi-family units on 0.59 acres in a R-3D (High Density Residential with Design Review) zone.

Carter John Subdivision, SUB20-00032, Boise City Preliminary Plat, (SUB20-00032 / Carter John Subdivision / Tradewinds General Contracting / 1821 S Vista Ave / Preliminary Plat for a residential subdivision comprised of 1 common and 8 buildable lots on 0.59 acres in a R-3D (High Density Residential with Design Review) zone.)

X. 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.
I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

ABSENT:

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

IV. REQUEST FOR APPROVAL

1. City Council - Work Session - Oct 6, 2020 4:00 PM

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

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

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

V. SPECIAL BUSINESS

1. RES-496-20 A RESOLUTION RATIFYING REISSUED PUBLIC HEALTH EMERGENCY ORDER 20-12a (BUSINESSES; INDIVIDUALS; AIRPORT; BARS; BICYCLE BARS AND PUBLIC MEETINGS) ENACTED OCTOBER 9, 2020; AND PROVIDING AN EFFECTIVE DATE.
2. **CAR19-00025 / Revised Findings**  
Presenter: Céline Acord, Planning and Development Services  

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

Council President Clegg identified two changes she requested to the Revised Findings and stated that she had provided those to staff.

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

3. **Water Renewal Utility Plan**  
Presenter: Steve Burgos, Public Works  

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

VI. CONSENT AGENDA

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

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

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

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

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

*1. Request for approval of the Boise City checks 512196-512435 and ACH 64455-64532 in the total amount of $3,173,081.27 as of October 01, 2020.

B. PUBLIC HEARING REQUESTS

*1. CAR20-00011 / Energreen Development Company LLC / 1511 S Robert St / Rezone of 0.23 acres from C-2D (General Commercial with Design Review) to R-OD/DA (Residential Office with Design Review and Development Agreement)

*2. CPA20-00001 / Boise City Planning & Development Services / Comprehensive plan amendment for minor updates including text and map amendments in order to adopt new plans by reference and retire outdated plans

*3. CAA20-00127 / Cathy Cooke / 601 N 27th St / Appeal of the Planning & Zoning Commission’s approval of a wireless communication facility co-locating on a streetlight pole in a R-2 (Medium Density Residential) zone

*4. CAR20-00013 / Matt Brookshier / 5801 W Castle Dr / A development agreement modification to remove the existing modified development agreement on the 0.29-acre subject property in an R-1C/DA (Single Family Residential with Development Agreement) zone.

C. RESOLUTIONS

*1. RES-485-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 17-400 (B), MISCELLANEOUS WASTEWATER & PLANNING CONSULTING SERVICES, BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND CAROLLO ENGINEERS, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*2. RES-486-20 A RESOLUTION APPROVING A SITE SUPPLEMENT AGREEMENT BETWEEN VERIZON WIRELESS AND THE CITY OF BOISE CITY FOR THE INSTALLATION OF A 5G SMALL CELL TOWER LOCATED AT 10236 W SUMMERWIND DRIVE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*3. RES-487-20 A RESOLUTION APPROVING A SITE SUPPLEMENT AGREEMENT BETWEEN VERIZON WIRELESS AND THE CITY OF BOISE CITY FOR THE INSTALLATION OF A 5G SMALL CELL TOWER LOCATED AT 10151 W
WHIRLAWAY DRIVE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*4. RES-488-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 15-043(A), E-BILLING & E-PAYMENT SERVICES, BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF FINANCE AND ADMINISTRATION) AND RETAIL LOCKBOX, INC. FOR LOCKBOX SERVICE; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*5. RES-489-20 A RESOLUTION APPROVING THE RENEWAL OF RFP 15-043(B), E-BILLING & E-PAYMENT SERVICES FOR BILLING AND PAYMENT SERVICES, BETWEEN THE CITY OF BOISE CITY (DEPARTMENT OF FINANCE AND ADMINISTRATION) AND RETAIL LOCKBOX, INC.; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

*6. RES-490-20 A RESOLUTION APPROVING THE 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD AGREEMENT FROM THE U.S. DEPARTMENT OF JUSTICE’S BUREAU OF JUSTICE ASSISTANCE TO THE CITY OF BOISE CITY, THROUGH THE BOISE POLICE DEPARTMENT; AUTHORIZING AND RATIFYING THE SIGNATURE OF THE CHIEF OF POLICE OR HIS DESIGNEE EXECUTING SAID GRANT AWARD AGREEMENT AS THE AUTHORIZED RECIPIENT OFFICIAL ON BEHALF OF THE CITY OF BOISE; AUTHORIZING THE BOISE POLICE DEPARTMENT TO ACCEPT RECEIPT OF THE JOINT GRANT FUNDS AWARD OF $136,557.00, WITH THE BOISE POLICE DEPARTMENT APPORTIONED $100,489.00, AND TO APPROVE THE 2020 INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOISE AND THE COUNTY OF ADA BY WHICH THE GRANT FUNDING WILL BE APPORTIONED IN THE AMOUNT OF $36,068.00 TO THE ADA COUNTY SHERIFF’S OFFICE; AND PROVIDING AN EFFECTIVE DATE.

*7. RES-491-20 A RESOLUTION APPROVING AN AGREEMENT AND AWARD FOR SFB 20-376; WBWRF GALLERY ACCESS AND AERATION BASIN FLOW DIVERSION MODIFICATION PROJECT, 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.


*9. RES-493-20 A RESOLUTION APPROVING CP 21-073 AUTHORIZATION TO PROCURe SERVICE-NOW IT SERVICE MANAGEMENT SERVICES BETWEEN THE CITY OF BOISE CITY (INFORMATION TECHNOLOGY DEPARTMENT) AND CARAHSOFT TECHNOLOGY CORP OFF OF FEDERAL GOVERNMENT GENERAL SERVICES ADMINISTRATION (GSA), CONTRACT NUMBER GS-35F-0119Y; AND PROVIDING AN EFFECTIVE DATE.

*10. RES-494-20 A RESOLUTION APPROVING A REAL PROPERTY PURCHASE AND SALE AGREEMENT BY AND BETWEEN RTA HILLCREST, LLC, AS SELLER, AND THE CITY OF BOISE CITY (HOUSING AND COMMUNITY DEVELOPMENT DIVISION), FOR FOUR PARCELS TOTALING APPROXIMATELY 4.95 ACRES OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF PHILLIPPI STREET AND OVERLAND ROAD IN BOISE CITY, ADA COUNTY, IDAHO; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AUTHORIZING CITY STAFF TO DO ALL THINGS NECESSARY TO CONDUCT DUE DILIGENCE AND CLOSE ON THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

*11. RES-495-20 A RESOLUTION APPROVING A FIRST ADDENDUM TO MASTER LICENSE AGREEMENT FOR INSTALLATION AND DISPOSITION OF UTILITY TRANSMISSION SYSTEMS BY AND BETWEEN THE CITY OF BOISE CITY AND ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST
SAID FIRST AMENDMENT ON BEHALF OF BOISE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

D. SUBDIVISIONS - FINAL PLATS/TIME EXTENSIONS

* There were no Subdivisions - Final Plats/Time Extensions.

VII. ORDINANCES

A. FIRST READING

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

RESULT: APPROVED BY UNANIMOUS CONSENT

1. ORD-32-20 AN ORDINANCE (CAR19-00028) FOR PROPERTY LOCATED AT 9000 W STATE ST 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 HIGH DENSITY RESIDENTIAL WITH DESIGN REVIEW (R-3D); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

RESULT: FIRST READ Next: 10/20/2020 6:00 PM

B. THIRD READING

Moved that further reading of (ORD-31-20) be dispensed with and the record show that it has been read the third time in full.

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

1. ORD-31-20 AN ORDINANCE AMENDING TITLE 11, CHAPTER 07, SECTION 03, SUBSECTION 05 BOISE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.
RESULT: APPROVED [UNANIMOUS]
MOVER: Holli Woodings, Council President Pro Tem
SECONDER: TJ Thomson, Council Member
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

C. FIRST, SECOND, AND THIRD READING

Moved that all rules of the Council interfering with the immediate consideration of (ORD-33-20) 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 the third time in full.

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

1. ORD-33-20 AN ORDINANCE AMENDING THE “EMERGENCY TEMPORARY SUSPENSION AND AMENDMENT OF PROVISIONS OF BOISE CITY CODE TITLE 3, CHAPTER 3, (ALCOHOLIC BEVERAGES), TITLE 3, CHAPTER 4 (SIDEWALK CAFÈS), AND TITLE 5, CHAPTER 2, SECTION 10 (ALCOHOL OPEN CONTAINER),” BOISE CITY CODE TITLE 1, CHAPTER 16, SECTION 5, TO ALLOW FOR WATER-FILLED PATIO BARRIERS LESS THAN THREE FEET IN HEIGHT; AMENDING SECTION 9 TO EXTEND THE AUTOMATIC SUNSET PROVISION TO DECEMBER 31, 2021; PROVIDING FOR A WAIVER OF THE READING RULES; AND PROVIDING AN EFFECTIVE DATE.

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

VIII. UNFINISHED BUSINESS

There was no Unfinished Business.

IX. NEW BUSINESS

A. PUBLIC HEARINGS

1. CUP20-00010 / Kelly Olson and 14th Street Neighbors / 1406 W Eastman St & 1509 N 14th St / Appeal of the Planning & Zoning Commission’s approval of a conditional use permit to operate a private commercial school and church on property located in an R-1CH (Single Family Residential with Historic Overlay) zone. Also included is a parking reduction.
Cody Riddle, Planning and Development Services presented the item to Council.

Karena Youtz, Appellant, 1512 N 14th St, Boise, ID; Brent Marchbanks, Appellant, 1207 N 14th St, Boise, ID; Kelly Olson, Appellant, 1307 N 13th St, Boise, ID; Jon Swarthout, Applicant, 1406 Eastman St, Boise, ID; and Andy Erstad, Applicant's Representative, 310 N 5th St, Boise, ID testified on the item.

Mayor announced a short recess at 7:56 pm.

Autumn Street, Northeast Neighborhood Association, 1415 W Fort St, Boise, ID; Eric Pankey, 1333 W Brumback St, Boise, ID; Heather Harper, 1413 W Eastman St, Boise, ID; Nancy Neely, 2213 Judith St, Boise, ID; Scott Ki, 1408 N 15th St, Boise, ID; Suzanne Troje, 1408 N 15th St, Boise, ID; Alexis Davis, 1320 E Warm Springs Ave, Boise, ID; Wendy Blickenstaff, 1102 N 16th St, Boise, ID; Kimberly Thompson, 4300 Savoy St, Mount Pleasant, SC; Audrey Schwind, 1823 N 7th St, Boise, ID; Lynette Hayes, 1317 W Eastman St, Boise, ID; Josie Erskine, 20021 Hoskins Rd, Caldwell, ID; Dana Zuckerman, 1411 W Eastman St, Boise, ID; Sarah Foregger, 1415 N 14 St, Boise, ID; Michael Adams, 1315 N 14th St, Boise, ID; Sarah Foregger, 1415 N 14 St, Boise, ID; Decker Rolph, 609 W Ranch Rd, Boise, ID; Carlos Coto, 1411 W Eastman St, Boise, ID; Sarah Marang; 1411 W Eastman St, Boise, ID; Daniel Foregger, 1024 W Hays St, Boise, ID; and Mary Foregger, 1306 N 6th St, Boise, ID testified on the item.

RESULT: DENIED [UNANIMOUS]
MOVER: Patrick Bageant, Council Member
SECONDER: Elaine Clegg, Council President
AYES: Clegg, Woodings, Bageant, Hallyburton, Sánchez, Thomson

Clerk's Note: Upon return from the break, it was announced that several members on the Council had prior interactions with the applicant and the following motions occurred.

Motion to find that there is a de minimis conflict with Council President Pro Tem Woodings.

Council President Pro Tem Woodings stated that she had been a donor to the applicant, TRICA, and had been involved with the Northeast Neighborhood Association in the past.

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

Motion to find that there is a de minimis conflict with Mayor McLean.
Mayor McLean stated that she had been a donor to the applicant, TRICA, in the past and also had been a member of the Planning and Zoning Commission in 2009 and had ruled on the original permit.

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

Motion to find that there is a de minimis conflict with Council Member Sanchez.

Council Member Sanchez stated that the applicant, Jon Swarthout, is a good friend.

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

X. ADJOURNMENT

Motion to adjourn the City Council meeting.

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

APPROVE:

Lauren McLean, Mayor

ATTEST:

Lynda Lowry, Ex-Officio City Clerk
TO: Mayor and Boise City Council
FROM: Cody Riddle, Deputy Planning Director
PREPARED BY: Kevin Holmes, Associate Planner
HEARING DATE: October 20, 2020
RE: CAR20-00005, PUD20-00013, & SUB20-00009
Request for Mediation

Project Description
Annexation of approximately 19.6 acres located at 9933 & 10151 W Victory Rd with a zoning designation of R-1B (Single Family Residential) zone with an associated Planned Unit Development and Preliminary Plat for a residential subdivision with 67 buildable and 6 common lots.

Summary
On August 25, 2020, the Council conducted a public hearing on the Annexation and Preliminary Plat applications and concurrently considered an appeal by the South West Ada County Alliance (SWACA) of the Planning and Zoning Commission’s approval of the Planned Unit Development. The Council voted to approve the Annexation and Subdivision requests, and to deny the appeal of the Planned Unit Development and uphold the decision of the Planning and Zoning Commission.

On September 29, 2020, SWACA and neighboring property owners requested reconsideration from the Council on the decision. The Council declined the request.

Request
On October 13, 2020, SWACA and the neighboring property owner’s representative submitted a request for mediation in accordance with Section 67-6510 of the Idaho Code and Boise City Code Section 11-03-03.11 (see next page for excerpt). The request does not require a public hearing and is before the Council merely to decide if the mediation shall be granted or not.

Attachment
Mediation Request

This report includes information available on the Boise City Website.
The entire public record, including additional documents, can be viewed through the Permitting and Licensing Portal.
Section 11-03-03.11: Mediation

A mediation option is available, in accordance with Section 67-6510 of the Idaho Code.

A. Timing of Mediation Request
Mediation may occur at any point during the decision making process or after a final decision has been made. If a mediated resolution is agreed to by the participating parties after a final decision has been made, the revisions resulting from such resolution shall be the subject of a new public hearing before the decision-making body. However, the mediation record shall not be part of the official record for the application.

B. Written Request Required
Mediation may be requested by the PZC, the Council, the applicant, or any Affected Person by submission of a written request to the Director. An affected person is one having an interest in real property which may be adversely affected by the issuance or denial of a permit. The request shall include a statement of concerns and issues and the desired outcome of the mediation.

C. Notification of Willingness to Participate
The Director shall forward the request to the applicant or Affected Person on the other side of the issue. These parties shall be notified that they have seven days to notify the city as to whether or not they will participate in mediation. The Director shall determine the appropriate parties to notify.

D. Participation
The parties shall participate in at least one mediation session if requested by the PZC or Council. If the applicant or Affected Person declines to participate in mediation and the Council declines to direct mediation, the mediation process and the tolling of time limits are ended.

E. Expenses of Mediation
The Council shall select and pay the expenses of the Mediator for the first session. Any additional sessions shall be paid for by participating parties.

F. Tolling of Time Limits
Once mediation is agreed to, all time limits related to hearings and appeals are tolled (i.e., delayed). Such tolling of time shall cease when:

1) All parties on one side of an issue decline further participation in the mediation process; or
2) No mediation session is scheduled for a period of 28 days from the date the request for mediation is received.

G. Mediation Not Part of the Application Record
The mediation process shall not be part of the official application or project record, and shall not be disclosed or used in any subsequent city hearings on the application or appeal of a decision on such application, except that any resolution resulting from mediation shall be subject to a new public hearing.
October 13, 2020

Mark Lavin, Director
City of Boise Planning and Development Services
Boise City Council
City of Boise
150 N Capitol Blvd
Boise, ID 83702

RE: REQUEST FOR MEDIATION

Music Subdivision Applications

CAR20-00005 / Southpoint, LLC / 9933 & 10151 W Victory Rd / Annexation of 19.6 acres with a R-1B (Single Family Residential – 4.8 units/acre) zone;
PUD20-00013 / Southpoint, LLC / 9933 & 10151 W Victory Rd / Appeal of the Planning & Zoning Commission’s approval of a conditional use permit for a planned residential development comprised of 67 detached single-family homes on 18.5 acres in a proposed R-1B (Single Family Residential) zone; Music Subdivision;
SUB20-00009, Boise City Preliminary Plat, (SUB20-00009 / Music Subdivision / Southpoint, LLC / 9933 & 10151 W Victory Rd / Preliminary Plat for a residential subdivision comprised of 67 buildable and 6 common lots on 18.5 acres in a proposed R-1B (Single Family Residential) zone.)

Dear Director and Boise City Council:

On behalf of affected persons who will be negatively impacted should the above referenced Music Subdivision Applications be implemented as proposed by the applicant; namely, the Roan Meadows and Mitchell Neighborhood Association, Southwest Ada County Alliance, and both associations’ memberships (collectively, “my clients”); and in accordance with Idaho Code § 67-6510 and Boise City Code § 11-03-03.11, my clients hereby request mediation.
Given the significant scope of the project, the particular identification of both actual and perceived concerns regarding the procedural handling of the application, the undeniably substantial impact the proposal will have to a number of values protected by state statute, at city code, and by Blueprint Boise, and given the Applicant’s testimony purporting a desire to foster collaborative input from the interested parties and stakeholders at issue, we believe this request for mediation represents an opportunity to better meet the needs of the City, the interested parties, and even the Applicant.

Mediation can allow for creative negotiation on land use matters that are otherwise unanticipated where parties come to the table in good faith and with an open mind. The above-referenced affected persons are committed to doing so.

Sincerely,

[Signature]

Brian A. Ertz
Ertz Johnson, LLP

cc: Roan Meadows and Mitchell Neighborhood Association
Southwest Ada County Alliance
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Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $5,621.014.60 (Check report October 8 2020)
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Attachment: CURRENT EXPENSE CASH PAYMENT REGISTER $5,621.014.60 (Check report October 8 2020)
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5,621,014.60
This memorandum provides Mayor, City Council, and the citizens of Boise with an update on the Office’s progress and activities during the quarter just ended – Q4 FY20.

PROJECTS COMPLETED
The following projects were completed, with final correspondence or reports conveyed and / or published as of the end of the quarter.

#20-02 Fire Prevention Audit
- Rating: Satisfactory.
- Objectives: Review financial transactions; determine the level of compliance achieved; and assess effectiveness of oversight and service delivery.
- Results: Audit identified an atypical (though immaterial) allocation of revenues and the corresponding costs of permit reviews. Management accepted the accompanying risk. Audit also provided input in the area of backlogged inspections; follow up was left to management discretion.

#20-03 Legal – Prosecutorial Contract for Service
- Status: Complete.
- Rating: Not Rated.
- Objectives: Review relevant operational aspects and determine an estimated cost to provide the services covered by the contract.
- Results: Internal Audit provided management with an estimated cost of service, as well as a potential model to use going forward. We also recommended minor operational improvements that would render the costing process both more efficient and more effective.
#20-08  P-Card Program Audit  
Rating: Satisfactory.  
Objectives: Primary objectives included determining that authorization, training, systemic controls, and account closures were consistent with program guidelines. Audit also tested a sample of individual purchases for propriety.  
Results: No issues worthy of mention were noted. P-card operations adhere to established program guidelines.  

#20-11.01  Special Project - Cost Projections / Fire Coverage Contracts  
Status: Complete.  
Rating: Not Rated.  
Objectives: Determine the cost to provide service under existing, and projected fire station-location scenarios.  
Results: Internal Audit provided management with an estimated cost of service, and a model that could be employed to cost future contracts.  

#20-11.05  Special Project - Reviews in Response to Coronavirus  
Status: On-going Communications During Q4 FY2020.  
Rating: Not Rated.  
Objectives: Assess the allowability of expenditures under relevant stimulus / relief programs.  
Results: Internal Audit reviewed 424 transactions associated with the pandemic during the quarter. Those transactions totaled $784,586.59. Questioned transactions were followed and resolved individually.  

#20-11.07  Special Project - BPD Weapons Inventory Practices  
Status: Audit participation was complete at quarter end.  
Rating: Not Rated.  
Objectives: Assess the status of inventory tools and practices in place.  
Results: Opportunities to improve the master inventory list were identified. Corrective actions were initiated by management. A more in-depth review has been approved for the FY2021 Work Plan.  

#20-11.10  Special Project - Parks Inventory Verifications  
Status: Complete.  
Rating: Not Rated.  
Objectives: Verify that inventory counts were accurately performed and reported.  
Results: Audit verified a sample of inventory items at three retail outlets operated by Parks & Recreation. Of a total inventory value of $309,253, we recounted and verified inventory valued at $57,567. A net variance of $110 long was noted - 0.19% of our verified inventory amount. Management was provided with our findings after the end of the quarter due to the timing of the recounts.
CONTINUOUS AUDITING (See Attachment “A” for additional detailed information.)
Internal Audit continued to monitor a number of business processes, and to carry out continuous auditing activities during the second quarter.

#20-09.1 Continuous Audits – P-Card Activity


Objectives: Analyze all card transactions daily, identify departures from program rules, and pursue corrective actions.

Results: P-Card purchase activity increased from Q3 to Q4 of FY20. Dollar volume of purchases increased by 18.41%, climbing from $1.94 Million to $2.30 Million. Transaction counts also rose - from 5,190 in the third quarter of FY20 to 6,350 in the fourth. Audit followed up on 21 transactions; 18 were found to be valid. Of the remaining three, one transaction was found to be a duplicate payment totaling $3,080.00, and the other two were employee terminations where the card accounts remained open post-separation. Corrective actions were pursued; no losses are known to have occurred as a result of these transactions.

#20-09.2 Continuous Audits – Accounts Payable Review


Objectives: Audit weekly payments by check for support, propriety, and compliance.

Results: Total payment requests were 13.87% higher than the previous quarter, totaling just over $42.4 Million. Audit expanded its review to encompass over 91% of all dollars expended via check/ACH during the quarter. The Office initiated follow-up on 24 transactions to validate select aspects of the payments. 23 of those involved verification of the individual purchases or related to supporting documentation and underlying processes; all were successfully resolved. We also identified one small over-payment that resulted in a net recovery to the City totaling $3.00.

#20-09.3 Continuous Audits – Monthly Travel Advance Review


Objectives: Review reasons for travel, as well as accuracy and settlement of advances.

Results: Consistent with the City’s travel ban in response to the Coronavirus pandemic, Audit noted no new travel advances during the quarter. Travel settlements from the previous quarter numbered just 2. No issues worthy of separate mention were noted.
CONTINUOUS AUDITING (continued)

#20-09.4 Continuous Audits – Quarterly Payroll Review
Objectives: Review payroll coding and pay enhancements for Police and Fire.
Results: Audit reviewed Q3 FY20 payroll records for 468 employees. We identified two (2) instances where timekeeping errors resulted in under-payments; and another where an over-payment occurred. Corrections resulted in a net payroll cost recovery for the City of an estimated $108.50.

#20-09.5 Continuous Audits – Quarterly Grants Review
Objectives: Review approval, expenditures, and compliance deliverables.
Results: Audit reviewed Q3Y20 grant activity. We documented four new grant awards and tested 40 expenditure transactions, as well as verifying compliance with other aspects of existing grants. Two minor date errors that occurred at system boarding were noted and corrected. No other issues worthy of mention were encountered.

TASKS UNDERWAY
The following projects were underway, but not yet complete as of quarter-end.

#19-12.12 Special Project – Costing Planning Permit Activities
Status: The project was underway at quarter end; full completion is anticipated after full implementation of a new permitting system.

#20-04 Economic Development
Status: The project was substantially complete at quarter end. Final open questions were being resolved before project close-out.

#20-05 IT Customer Service
Status: The project was underway and nearing completion at quarter end.

#20-06 Management Reporting Survey
Status: The project was paused at quarter end, with resources re-directed to COVID-related activities.

#20-07 Utility Billing / Collections
Status: The project was nearing completion at quarter end.

#20-12 Development Impact Fees Audit
Status: This project was shifted forward from the FY2017 Work Plan. The project was nearing completion at quarter end.
WORK PLAN
The status of applicable work plans is presented below.

FY19 Work Plan
The FY19 Work Plan was fundamentally complete. The final outstanding task is a special request from management associated with the Planning & Zoning Audit. Cost estimates for the various planning / zoning permits will be estimated subsequent to implementation of a new permitting system.

FY20 Work Plan
The FY20 Work Plan was underway at quarter end with four scheduled projects complete. Three other projects were substantially complete. One project, Management Reporting Survey, has been pended due to the remote work posture adopted in response to the pandemic, and the re-direction of audit resources to COVID-related activities.

FY21 Work Plan
The proposed FY21 Work Plan received provisional approval from Council’s Audit Committee on August 12, 2020; and approval from the full Council on September 29, 2020. Nine projects, and a suite of on-going and continuous auditing activities were approved for the fiscal year.

OTHER ISSUES
With Audit Committee approval, Internal Audit staff are assisting management with the administration of the City’s Small Business Cash Grant program. We participated in the creation and roll-out of the application intake and invoice approval processes. Once those were in place, select staff members have processed applications, as well provided assistance in review and verification of reimbursement requests as those are received from program applicants. We anticipate a continuing level of participation through the end of the first quarter. Some delay in initiating FY2021 work plan projects may occur depending on the pace at which Cash Grant funds are exhausted.
## Attachment “A”

### P-Card Review Statistics

<table>
<thead>
<tr>
<th>Area of Interest</th>
<th>Volume / Count</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spend-Transaction Volume</td>
<td>$ 2,298,028</td>
<td>n/a</td>
</tr>
<tr>
<td>Total Number of Purchases</td>
<td>6,350</td>
<td>n/a</td>
</tr>
<tr>
<td>Number of Cards Active</td>
<td>390</td>
<td>n/a</td>
</tr>
<tr>
<td>Follow-Up Verifications</td>
<td>21</td>
<td>n/a</td>
</tr>
</tbody>
</table>

Issues Noted: 3

One transaction was identified as a duplicate, totaling $3,080.00. Two other inquiries identified late account closures after employee separation actions. The City suffered no known losses.

### Accounts Payable Review Statistics

<table>
<thead>
<tr>
<th>Month</th>
<th>Total Payments</th>
<th>Payments Reviewed</th>
<th>Coverage</th>
<th>Follow-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>15,230,406</td>
<td>13,969,999</td>
<td>91.72%</td>
<td>8</td>
</tr>
<tr>
<td>August</td>
<td>16,475,951</td>
<td>15,173,781</td>
<td>92.10%</td>
<td>10</td>
</tr>
<tr>
<td>September</td>
<td>14,923,073</td>
<td>13,201,696</td>
<td>88.46%</td>
<td>6</td>
</tr>
</tbody>
</table>

Totals: $42,403,950 $38,304,978 90.33% 24

Issues Noted: 1

Audit identified one small overpayment of $3.00. Management indicated corrective action would be pursued during the following billing cycle.

### Monthly Travel Advance / Settlement Review Statistics

<table>
<thead>
<tr>
<th>Month</th>
<th>New Advances</th>
<th>Total Advance</th>
<th>Final Reimburse</th>
<th>Expenses Reviewed</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>1</td>
<td>$462</td>
<td>$385</td>
<td>$847</td>
</tr>
<tr>
<td>August</td>
<td></td>
<td>$693</td>
<td>$693</td>
<td></td>
</tr>
<tr>
<td>September</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Totals: 1 $462 $1,078 $1,540

Issues Noted: None
### Quarterly Payroll Review

<table>
<thead>
<tr>
<th>Department</th>
<th>Total Employee Count</th>
<th>Employees Records Reviewed</th>
<th>Enhancement Types Reviewed *</th>
<th>Enhancement Earnings Reviewed ^</th>
<th>Total Earnings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>275</td>
<td>264</td>
<td>17</td>
<td>$350,501</td>
<td>$6,349,769</td>
</tr>
<tr>
<td>Police</td>
<td>281</td>
<td>204</td>
<td>13</td>
<td>$356,575</td>
<td>$6,223,709</td>
</tr>
<tr>
<td>Totals</td>
<td>556</td>
<td>468</td>
<td>30</td>
<td>$707,076</td>
<td>$12,573,478</td>
</tr>
</tbody>
</table>

**Issues Noted:** 3

Audit opened questions involving: (1) Two erroneous entries that resulted in under-payments totaling $34.78; and, (2) One erroneous entry that resulted in an over-payment of $143.28. Correcting adjustments were pursued by management.

*Not representative of all pay enhancements available; inclusive only of those selected for review.

^Not representative of all pay enhancements earned; only attributable to those enhancements selected for review.

### Quarterly Grant Activity Review

<table>
<thead>
<tr>
<th>Area of Interest</th>
<th>Beneficiary Department</th>
<th>Number Reviewed</th>
<th>Total Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newly Booked Grants *</td>
<td>Finance &amp; Administration</td>
<td>1</td>
<td>$7,877,100</td>
</tr>
<tr>
<td></td>
<td>Police</td>
<td>1</td>
<td>$363,360</td>
</tr>
<tr>
<td></td>
<td>Library</td>
<td>2</td>
<td>$7,000</td>
</tr>
<tr>
<td>Grant Expenditure Tests</td>
<td>n/a</td>
<td>40</td>
<td>$126,684</td>
</tr>
<tr>
<td>Compliance Tests</td>
<td>n/a</td>
<td>3</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Issues Noted:** Minor date errors were noted during the review. Management corrected those issues upon notification.

*New grants are defined as those that were set up during the quarter in the City’s ERP Grants Module.
Boise Public Library  
Board of Trustees  
Regular Meeting Minutes  
August 13, 2020

The Boise Public Library Board of Trustees met at Boise City Hall in the Maryanne Jordan City Council Chambers for their regular meeting at 11:30 a.m. on Thursday, August 13, 2020.

Board of Trustees Present:  
Margo Healy, President (Remote); Tonya Westenskow, Vice President; Sonia Galaviz (Remote); Rachel Goochey; and Phil Magnuson (Remote).

Others Present:  
Kristine Miller, Interim Director; Megan Mackey, Friends of the Library Representative (Remote); Lynn Hoffmann, Boise Public Library Foundation Representative (Remote); Shanna Decker, Acquisitions and Technical Services Manager (Remote); Denise McNeley, Operations and Outreach Manager (Remote); Sarah Kelley-Chase, Public Services Manager (Remote); Heidi Lewis, Main Library Manager (Remote); Kelley Fleming, Boise City Legal Counsel (Remote); Lynette Gould, Boise City Department of Finance and Administration (Remote); June Garcia, consultant (Remote); and Kari Davis, Library Administrative Assistant.

1. Call to Order and Introductions  
The meeting was called to order by Westenskow at 11:30 a.m. and a roll call was conducted.

2. Communications  
None

3. Minutes- Action Item  
MOTION by Magnuson and seconded by Healy that the July 9, 2020, regular meeting minutes be approved as presented. All in favor, motion carried.

MOTION by Magnuson and seconded by Goochey that the July 29, 2020, special meeting minutes be approved as presented. All in favor, motion carried with Westenskow abstaining due to her absence from the July 29 meeting.

4. Consent Agenda- Action Item  
a. Payment of Bills and Payroll  
b. Financial Reports  
MOTION by Goochey and seconded by Magnuson to approve the July 2020 bills and payroll, the expenditure and revenue report for the period ending June 30, 2020, and the Gift Fund activity report for June 30, 2020. All in favor, motion carried.

5. Reports  
a. Friends of the Boise Public Library  
Mackey reported that the Friends would be relocating items from the warehouse to a low-cost storage unit. The group will monitor the progress of COVID and its impact on their revenue since the majority is based on book sales. The Board will continue to meet via Zoom.
b. **Boise Public Library Foundation**

Hoffmann shared that the Foundation would be holding its annual campaign, $20 for ’20. A subcommittee is in planning stages, including developing a theme and messaging. The event will commence Thanksgiving weekend.

c. **Library Director’s Report Including Administration and Management**

Miller reported that summer at the Library is going well. Feedback on curbside has been positive and homebound services have resumed. Computer appointments are also being used. Staff are looking into fall and how to expand services and programming. Miller announced that the public services team would be under the direction of Sarah Kelley-Chase.

6. **Old Business**

   a. **Boise Public Library Policy Review:**

      **Section 8.00, Displays & Exhibits**

      Kelley-Chase reviewed section 8.00 of the Boise Public Library Policy Manual with the Trustees. Kelley-Chase noted no changes to this section of the policy manual.

      This concludes the Library Board of Trustees annual policy review for Fiscal Year 2020 as stipulated by the Board’s bylaws.

   b. **Fiscal Year 2021 Budget Workshop Review**

      McNeley updated Trustees on the budget workshop review with Boise City Council held on June 30, 2020. Highlights noted were the move of the Library Gift Fund and the Integrated On-line Library System Fund from the operating budget to the Heritage Fund and the consolidation of budget for computer purchases to the City’s Information Technology department. Budgeting for personnel was moved to a position-based budget which did impact the amount of funding for this item compared to recent years. Overall the Library’s Fiscal Year 2021 budget amounted to $12.9 million. Items discussed accounted for a decrease over the previous years’ budget.

      McNeley thanked City Department of Finance and Administration staff for their assistance in developing the budget, specifically Lynette Gould and Kim Nakamura.

   c. **Review of Fiscal Year 2020 Goals and Objectives**

      Trustees were briefed on the status of all goals and objectives for Fiscal Year 2020. Of thirty-one planned projects, five were completed, eight were active, and eighteen were on hold or canceled pending future strategic planning with a new director.

      McNeley reported Library Board development was removed from the list as this was a continuous process and did not need to be called out. Trustees requested that future funds be invested in board development with so many new members and a new director.

   d. **Director Search Update**

      Garcia shared that she has completed all preliminary sessions with library staff, community members, and partners and has used that information to draft the recruitment brochure for the new director. Trustees were impressed with the brochure and its highlight of the
community and the library. Garcia informed the Trustees advertising would last 4 weeks with final applications due on September 14, 2020.

Healy reminded Trustees that this would be the most important decision they would make and that she would like all five members of the Board to be involved in final interviews for the selection. Final interviews are planned for the week of October 5, 2020.

7. New Business
   None

8. Selection of Trustee to Review Payment Vouchers
   Galaviz was selected to be the next Trustee to review vouchers for August.

9. Selection of Meeting Date
   The next regular Board of Trustees meeting is scheduled for Thursday, September 10, 2020, 11:30 a.m.

10. Adjourn
    MOTION by Magnuson and seconded by Healy to adjourn at 12:50 p.m. All in favor, motion carried.

Approved:

_________________________________  _________________________________
Kristine Miller, Interim Director     Margo Healy, President
Boise Public Library
Board of Trustees
Special Meeting Minutes
August 27, 2020

The Boise Public Library Board of Trustees met for a special meeting at 11:31 a.m. on Thursday, August 27, 2020, at the Main Library.

Board of Trustees Present:
Margo Healy, President; Tonya Westenskow, Vice President (Remote); Rachel Goochey (Remote); and Phil Magnuson (Remote).

Others Present:
Kristine Miller, Interim Director; Kelley Fleming, Boise City Legal Counsel (Remote); and Kari Davis, Administrative Assistant.

1. Call to Order and Introductions
The meeting was called to order by Healy at 11:31 p.m. and a roll call was conducted.

2. New Business
   a. Amendment and Renewal of Temporary Agreement with Interfaith Sanctuary Housing Services, Inc.

   Fleming presented to Trustees for consideration an amendment and renewal of the temporary non-exclusive agreement with Interfaith Sanctuary for the use of the Hayes Auditorium in the Downtown Library Branch for members of the public experiencing heat exposure. Trustees discussed terms of the agreement and the impact of the group using the facility. Miller assured the Trustees that this partnership had been positive and the facility was being well cared for.

   MOTION by Westenskow and seconded by Goochey to approve the amendment and renewal of temporary use of the Hayes Auditorium by Interfaith Sanctuary as described in the agreement. A roll call vote was taken: Goochey, yes; Magnuson, yes; Westenskow, yes; Healy, yes. All in favor, motion carried.

3. Adjourn
   MOTION by Goochey seconded by Magnuson to adjourn at 11:39 p.m. All in favor, motion carried.

Approved:

_________________________________ _________________________________
Kristine Miller, Interim Director   Margo Healy, President
OPERATIONS

BPL’s modified operations continue to run smoothly. Thank you for helping to make the Community Room a reality (in a hurry!). We are planning for additional service enhancements and modifications this fall related to readers’ advisory and programming, and we continue to closely monitor COVID activity and public health recommendations and orders.

To ensure that our public services are cohesive across the system, I’ve expanded Sarah Kelley-Chase’s role as Public Services Senior Manager. Sarah will now provide leadership to all locations. This is a relatively minor change in the way the team has been functioning and will allow us to streamline several standing meetings and project teams. I appreciate Sarah’s continued leadership and the team’s enthusiastic support for this move.

FY20 WORKPLAN

In today’s meeting staff will provide an update on BPL’s FY20 workplan. It is likely an understatement to say that a lot has transpired since the plan was developed last summer! Due to leadership transitions, a halt to the Main Library project, pandemic disruptions, and joint direction from Trustees and Councilmembers to embark on a new strategic planning process, you will see that many projects have been cancelled or placed on hold. Despite these disruptions and re-sets, staff is excited to share progress on several projects that have moved forward and/or been completed.

Administration and Management Reports:

CURBSIDE KITS

The Library! at Hillcrest and Library! at Collister branches have been busy assembling and distributing grab and go activity kits for all ages and difficulty levels. Hillcrest gave out 123 curbside kits at the branch and 227 kits at various outreach venues such as schools, apartment complexes, and parks. Since the beginning of June, Collister has distributed more than 1,700 kits at their branch and 150 at similar outreach venues.
I. Call to Order

PRESENT: Gravatt, Hilton, Thorne, Reading, Nink, Crowley, Quick
ABSENT:

II. Minutes Approval

1. Public Works Commission Minutes - Regular Meeting - Aug 5, 2020 4:00 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Judy Thorne, Commissioner
SECONDER: Renee Quick, Commissioner
AYES: Gravatt, Hilton, Thorne, Reading, Nink, Crowley, Quick

III. PWC Agenda Requests

1. Lander Street Water Renewal Facility (LSWRF) Phase 1 Project Update

   Steve Burgos, Public Works Director, introduced Josh Baker, Engineer, Lander Street Phase 1 Project Manager who gave the Commission an update on the Lander Street Phase 1 project.

   • Commissioner Crowley asked how many cubic yards of concrete have been poured so far. Mr. Baker estimated more than 2,000 yards and that’s approximately one third of what will be used.

   • Mr. Burgos complimented Mr. Baker and team on the progress and success of the project so far.

   RESULT: DISCUSSED

2. Building Facility Planning Update

   Mr. Burgos introduced Rob Bousfield, Municipal Facility Program Sr. Mgr. who presented the advances made in the building facility planning effort. Mr.
Bousfield asked the Commissioners for input on teleworking and virtual meetings based on their experiences.

- Commissioner Quick commented that person-to-person interaction is important for meetings and other interactions. Mr. Burgos added that Human Resources is working on a telework policy that balances remote work and the value of interaction between co-workers.

- Commissioner Thorne explained one of the obstacles she’s experienced with virtual learning is the lack of hands-on experiences which makes it difficult to evaluate how well a student understands or an instructor teaches. Mr. Burgos asked Commissioner Thorne if Idaho State University is developing a remote work policy. Commissioner Thorne answered a policy is being developed and existing policies are being modified as needs develop.

- Commissioner Gravatt advised individual preferences need to be considered when developing a telework policy. Some individuals, teams and processes are not well suited for remote work.

- Commissioner Hilton’s experience has shown her the importance of working in a setting that allows the team to interact and collaborate.

- Councilmember Sánchez would encourage the city to look at why some employees might be resistant to returning to work after working remotely. In her experience, a reluctance to return to the office can indicate problems with the work environment.

- Commissioner Gravatt asked if we anticipate a long-term need for increased investment in internal services and space needs as Boise grows. Mr. Bousfield answered an effort was made to identify services that might have a need for more space and factor that into the projections. Commission Gravatt asked if we can identify what areas of the city citizens are from that come to City Hall. Mr. Bousfield answered we don’t have a way to track that data. He added some discussion has taken place around providing services in alternate locations to better serve citizens.

- Commissioner Quick commented with the growth in the valley we should be providing services where the people are at a reasonable cost.

- Commissioner Crowley asked for the presentation to be distributed to the Commission and he would also like a breakdown of the anticipated staff requirements for the next 10 to 20 years by function or activity. He asked if daycare services for employees has been discussed. Mr. Bousfield answered the Mayor has asked for a study to evaluate the possibility of a daycare facility for employees.

- Commissioner Thorne thinks there will be opportunities for alternative space solutions as we get past the current situation with COVID-19.
RESULT: DISCUSSED

3. Director’s Comments

Mr. Burgos told the Commission the recommended final approach for the Water Renewal Utility Plan was presented to Council and he thanked Chairperson Crowley for attending the City Council meeting and briefing the Council on discussions the Commission had about the plan. He advised the Commission that starting in October we will start presenting the Cost of Service Study for the Commissions consideration. Also, in October he will present a presentation on the newly created Climate Action Division.

- Commissioner Quick asked for an update on the orange bags. Mr. Burgos explained we were asked by Hefty if the bags could be used as fuel by a concrete manufacturing plant while Renewlogy was down for upgrades to their equipment. We asked for an environmental assessment whether it is better to landfill the bags or allow them to be used as fuel. The assessment came back that it’s a benefit to use them as fuel instead of the carbon-based fuel that would be used otherwise. Participation in the program is still high and an update will be provided to the Commission in October. Commissioner Quick asked what the difference is between Renewlogy burning the bags for fuel and being burned as fuel by the concrete manufacturer. Mr. Burgos answered Renewlogy has a cleaner process and there is a product at the end of the process. Haley Falconer, Environmental Division Sr. Manager added we have asked for a cost assessment for both options and we’re waiting for the final report. She clarified Renewlogy does not burn the bags, they use a process to convert the plastics to diesel fuel.

- Commissioner Gravatt asked if there is an update on the recruitment of a new commissioner. Mr. Burgos answered he will have information for the October meeting. Commissioner Gravatt has received requests for information about the Farmers Union Canal. Mr. Burgos gave a brief background on the issue of the city discharging effluent to the canal. The project has been put on hold due to citizen’s concerns. There is a misconception that the Water Renewal Utility Plan that will be before council on September 13th will give the city authorization to discharge to the canal. Mr. Burgos stated it will not and any further consideration of the Farmers Union Canal concept will require Council approval and a significant community engagement process.

IV. Adjournment

1. Motion to adjourn the Public Works Commission meeting.

Commissioner Quick made a motion to adjourn, Commissioner Gravatt seconded, and the motion carried. The meeting adjourned at 5:32 p.m.
RESULT: APPROVED BY UNANIMOUS CONSENT
Boise Public Library  
Board of Trustees  
Regular Meeting Minutes  
September 10, 2020

The Boise Public Library Board of Trustees met at Boise City Hall in the Maryanne Jordan City Council Chambers for their regular meeting at 11:30 a.m. on Thursday, September 10, 2020.

Board of Trustees Present:
Margo Healy, President; Tonya Westenskow, Vice President (Remote); Sonia Galaviz (Remote); Rachel Goochey (Remote); and Phil Magnuson (Remote).

Others Present:
Kristine Miller, Interim Director; Megan Mackey, Friends of the Library Representative (Remote); Lynn Hoffmann, Boise Public Library Foundation Representative (Remote); Shanna Decker, Acquisitions and Technical Services Manager (Remote); Sarah Kelley-Chase, Public Services Manager (Remote); Heidi Lewis, Main Library Manager (Remote); Joni Hansen, Library! at Bown Crossing Supervisor (Remote); Kelley Fleming, Boise City Legal Counsel; Lynette Gould, Boise City Department of Finance and Administration (Remote); June Garcia, consultant (Remote); and Kari Davis, Library Administrative Assistant.

1. Call to Order and Introductions  
The meeting was called to order by Healy at 11:31 a.m. and a roll call was conducted.

   MOTION by Westenskow seconded by Goochey to move agenda item Library Director Update with June Garcia to the first item of business. All in favor, motion carried.

2. Director Search Update  
Garcia shared that applications for the Director position have been received. She reminded Trustees that final applications are due on September 14, 2020 and would expect the number received to increase in the last few days of the deadline.

   Healy shared that the search committee will then review all applications and complete first interviews.

3. Communications  
None

4. Minutes- Action Item  
MOTION by Westenskow and seconded by Magnuson that the August 27, 2020, special meeting minutes be approved as presented. All in favor, motion carried.

   MOTION by Westenskow and seconded by Goochey that the August 13, 2020, regular meeting minutes be approved as presented. All in favor, motion carried.
5. **Consent Agenda- Action Item**
   a. Payment of Bills and Payroll
   b. Financial Reports
      - MOTION by Magnuson and seconded by Goochey to approve the August 2020 bills and payroll, the expenditure and revenue report for the period ending July 31, 2020, and the Gift Fund activity report for July 31, 2020. All in favor, motion carried.

5.B.6.a

6. **Reports**
   a. **Friends of the Boise Public Library**
      Mackey updated the Trustees on progress in moving from the warehouse location. Friends volunteers and board members have reached out to community groups to receive excess inventory. The board has decided to forgo a fall book sale.

   b. **Boise Public Library Foundation**
      Hoffmann shared that the Foundation has decided not to hold its annual fundraiser. The group is working on policies and processes until a new Director is in place.

   c. **Library Director’s Report Including Administration and Management**
      Miller reported that the Library would be opening for limited in-person services on September 28. Details of reopening were provided in the agenda packet. Miller noted that opening protocols and limits were developed to increase the probability of maintaining service levels going forward.

      Miller shared with Trustees a follow up regarding the expansion of the airport library. Expansion was placed on hold until Fiscal Year 2022 budget planning process. The existing airport library had an upfront investment of approximately $25,000 and no ongoing costs. Motion counters tracked usage for July 2020 at 2,300 individuals.

7. **Old Business**
   a. **Second Renewal of Temporary Agreement with Interfaith Sanctuary Housing Services, Inc. Action Item**
      Trustees discussed continuing the agreement with Interfaith Sanctuary for use of the Hayes Auditorium at the Main Library for members of the public experiencing exposure. Miller provided an update on progress for other solutions. The renewal extends the agreement through October 27, 2020.

      - MOTION by Westenskow and seconded by Galaviz to renewal the temporary non-exclusive agreement with Interfaith Sanctuary Housing Services, Inc. as described in the agreement

8. **New Business**
   a. **Selection of Meeting Dates for Fiscal Year 2021- Action Item**
      A list of meeting dates was presented to the Board for approval. The dates presented were for the second Thursday of each month at 11:30 a.m.

      - MOTION by Westenskow and seconded by Goochey that for Fiscal Year 2021 the Library Board of Trustees meet on the dates presented. All in favor, motion carried.
9. **Election of Officers for Fiscal Year 2021- Action Item**
   The Library Board of Trustees Bylaws, Article IV, Section 1, states: “The Board shall elect at its annual meeting from its members a President and Vice President who shall serve for a term of one (1) year or until his/her successor is elected. No officer shall serve more than two full consecutive terms.”

   MOTION by Magnuson and seconded by Westenskow to elect Margo Healy as President for the term October 1, 2020, through September 30, 2021. All in favor, motion carried.

   MOTION by Magnuson and seconded by Goochey to elect Tonya Westenskow as Vice President for the term October 1, 2020 through September 30, 2021. All in favor, motion carried.

10. **Selection of Trustee to Review Payment Vouchers**
   Magnuson was selected to be the next Trustee to review vouchers for September.

11. **Selection of Meeting Date**
   The next regular Board of Trustees meeting is scheduled for Thursday, October 8, 2020, 11:30 a.m.

12. **Adjourn**
   MOTION by Westenskow and seconded by Galaviz to adjourn at 12:17 p.m. All in favor, motion carried.

Approved:

________________________  _____________________________
Kristine Miller, Interim Director     Margo Healy, President
EXPANDED OPERATIONS

As we approach six months of modified operations due to COVID19, BPL and other City Departments will be using all we’ve learned about safe operations to expand in-person service options for our community. We will continue to promote our ‘low contact’ services as the preferred option, and offer drop-in, in-person services for community members who need them.

Our in-person service expansion will begin on Monday, September 28. We will be using the time between now and then to ensure staffing, training and facilities preparations are complete and that we’ve communicated what the ‘new normal’ looks like to customers to ensure they are prepared to make the best use of their new experience.

An overview of services by time and location follows:

Downtown Library

Monday - Friday, 10am-6pm

10am-2pm, Existing Services - preferred method

- Curbside Delivery (adding texting enhancement)
- Personalized Picks selections worked on by staff
- AskALibrarian (email/phone)
- Contactless Library Cards
- Staff pulling holds, shelving, etc.

2pm-6pm, In-Person Services

- Collection Browsing
- Hold Pick-Up (Curbside still available)
- Computer Access (walk-in & some appts., 2nd floor)
- Reference Services
- Account Assistance (new cards, lost items, holds, etc.)

Saturdays, 10am-2pm

- In-Person Services (see above)
Neighborhood Branches

Monday - Friday, 10am-6pm

10am-4pm, Existing Services - preferred method

- Curbside Delivery (adding texting enhancement)
- Personalized Picks selections worked on by staff
- Ask a Librarian (email/phone)
- Contactless Library Cards
- Staff pulling holds, shelving, etc.
- Computer Appointments - Could be available at Cole & Ustick, Bown Crossing, and Hillcrest due to proximity to front door and/or availability to exit via a different door and because the labs are in rooms separate from the main areas. Collister’s PC’s are in the main part of the building, challenging for staff to pull holds, personalized picks, etc. and stay socially distanced from computer users.

4pm-6pm, In-Person Services

- Collection Browsing
- Hold Pick-Up (Curbside still available)
- Computer Access (walk-in & some appts.)
- Reference Services
- Account Assistance (new cards, lost items, holds, etc)

Saturdays, 10am-2pm

10am-2pm, Existing Services (see above)

Administration and Management Reports:

USER-DRIVEN COLLECTION ASSESSMENT

Tully Gerlach and Elaine Sloan presented Assess to Impress: Using Polaris data to curate a user-driven collection for the City’s Data Community of Practice series, August 31. The presentation was originally developed for the Innovative User’s Group Conference in Minneapolis that was canceled in April. They developed the assessment to better understand the Library’s collections. This tool allows them to track the materials that are circulating, their age and the relative demand for the items in the various collections and Dewey ranges.
TO: Mayor and Council

FROM: Colin Millar, Purchasing

NUMBER: RES-497-20

DATE: October 7, 2020

SUBJECT: FB 21-042: Concentrated Caustic Soda Solution: PW: Univar: NTE Dept Budget

BACKGROUND:

The Public Works Department issued a formal bid to procure concentrated caustic soda solution. This solution is used at the Lander Street Water Renewal Facility for process pH control and at the West Boise Water Renewal Facility for recovery and recycle of phosphorous (struvite production). This procurement contemplates a one (1) year term with a fixed unit price per gallon and an option for up to three (3) annual renewals.

BID RESULTS:

The proposals were opened October 7, 2020, 11:00 a.m. local time. Sixteen (16) companies received plan sets and were entered on the plan holders list. Four (4) proposals were received.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>TOTAL BID</th>
<th>SLEP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Univar Solutions USA Inc.</td>
<td>$1.6813 / $336,26.00</td>
<td>Yes: Nampa, ID</td>
</tr>
<tr>
<td>Land View, Inc.</td>
<td>$1.79 / $358,000.00</td>
<td>No: Rupert, ID</td>
</tr>
<tr>
<td>DuBois Chemicals, Inc.</td>
<td>$2.14 / $428,000.00</td>
<td>Yes: Nampa, ID</td>
</tr>
<tr>
<td>TRInternational Trading Company</td>
<td>$2.25 / $450,000.00</td>
<td>No: Seattle, WA</td>
</tr>
</tbody>
</table>

Public Works staff reviewed the bids for accuracy, completeness, and responsiveness. The lowest responsive bidder with significant local economic presence, Univar Solutions USA Inc., has been contacted by Public Works staff and indicated that they would like to proceed with the
RECOMMENDATION:

Finance and Administration and Public Works Department staff recommend that FB 21-042 be awarded to the lowest responsive bidder with significant local economic presence, Univar Solutions USA Inc., with procurement by purchase order on a fixed unit price and on an as needed basis, not to exceed Department Budget.

FINANCIAL IMPACT:

Department has confirmed sufficient funding is available for this obligation.

ATTACHMENTS:

- FB 21-042 Specs (E) (PDF)
- FB 21-042 Univar USA Bid (PDF)
CITY OF BOISE

Resolution NO. RES-497-20

BY THE COUNCIL

BAGEANT, CLEGG, HALLYBURTON,
SANCHEZ, THOMSON AND
WOODINGS

A RESOLUTION APPROVING AWARD OF FB 21-042; CONCENTRATED CAUSTIC
SODA SOLUTION, AND AUTHORIZING PROCUREMENT BY PURCHASE ORDER
BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND
UNIVAR SOLUTIONS USA INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Finance and Administration and Public Works Department staff
recommend award of FB 21-042: Concentrated Caustic Soda Solution, to the lowest responsive
bidder, Univar Solutions USA Inc., and approval for procurement by purchase order.

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

Section 1. That authorization to Award FB 21-042: Concentrated Caustic Soda
Solution by and between the city of Boise City and Univar Solutions USA Inc., and to procure
by purchase order in an amount not to exceed unit price bid and department budget, is hereby
approved.

Section 2. That this Resolution shall be in full force and effect immediately upon its
adoption and approval.
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004

Addenda
1. _______________
2. _______________
3. _______________
4. _______________
5. _______________
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INVITATION

September 15, 2020

Bids/Proposals will be prepared per the specifications detailed within the Request for Bid/Proposal document. Bid/proposal packets are available at no charge with registration through DemandStar or BidNet (links provided at www.cityofboise.org/purchasing).

The scope of the item being sought to purchase is: Concentrated (50%) caustic soda (sodium hydroxide) solution for process pH control and the Lander Street Water Renewal Facility and for recovery and recycle of phosphorous (struvite production) at West Boise Water Renewal Facility. This contract will be for one year commencing upon approval of Boise City Council with the option of three (3) annual renewals.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(s) that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

Important Dates:

| “Equal or Equivalent” Requests Due | October 2nd, 2020 @ noon Local Time |
| Questions & Clarification Due | October 2nd, 2020 @ noon Local Time |
| Bids/Proposals Due | October 7, 2020, @ 11:00 AM Local Time |

Bids/Proposals will be received at the Department of Finance and Administration, Purchasing Office located at 150 N. Capitol Blvd., Boise, Idaho, 83702.

The City appreciates your interest in meeting the needs of the citizens of Boise.

CITY OF BOISE, IDAHO
• The submission package or envelope SHOULD BE SEALED and PLAINLY MARKED with the following:

Boise City Purchasing Office
150 N Capitol Blvd
Boise, ID 83702
FB 21-042 Concentrated Caustic Soda Solution

• Submit Bids/Proposals to the Boise City Purchasing Office, 150 North Capitol Blvd., Boise, Idaho 83702.

OR

• **E-Bids:** Electronic Bids/Proposals submitted through DemandStar or BidNet will also be accepted for this project. Bids/Proposals must be signed and submitted in same required format. Submit one (1) electronic copy if using E-Bidding. After uploading your bid/proposal, Bidders are encouraged to verify the successful upload of the document.

• **Sign your electronic bid/proposal. Bids/Proposals without written signature will not be accepted.**

• All E-Bids must be submitted before the scheduled bid/proposal opening. In the event of a technology failure, the City reserves the right to accept all bids/proposals submitted and electronically time stamped prior to bid/proposal opening. The City will require bid/proposal receipt document to be on file as proof of timely submission. Bidders are encouraged to confirm the successful upload of their bid/proposal document. The City will not accept bids/proposals after the scheduled time for opening.

• The Owner is the City of Boise.

• **ALL BIDS/PROPOSALS MUST BE SIGNED.**

• If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Bid/Proposal. Where Bid/Proposal formats are requested, Bidder is to comply with all specifications.

• Additional sheets may be included if more room is needed for technical information, answers, and explanations.

If you are unable to mail or upload your bid, please contact Tammi Leatham at tleatham@cityofboise.org or 208-608-7158 to schedule a date and time to drop off your bid (before October 7, 2020 @ 11:00 AM local time).

If you would like to witness the bid opening, please use the following link or telephone numbers:

**Bid Opening: October 7, 2020 at 11:00 AM Local Time (Virtual)**

Join Microsoft Teams Meeting
+1 208-901-7834 United States, Boise (Toll)
(888) 592-8724 United States (Toll-free)
Conference ID: 533 903 577#
These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Bid/Proposal
It is the intent of this Request for Bids/Proposals to define requirements in sufficient detail to secure comparable Bids/Proposals. Bids/Proposals shall be in accordance with Bid/Proposal document requirements. Bids/Proposals not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

1.2 Bid/Proposal Costs
The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this bid/proposal. All materials and documents submitted in response to this bid/proposal become the property of the City and will not be returned.

1.3 Reserved Rights
The City of Boise reserves the right to accept or reject Bids/Proposals.

1.4 Public Records
The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public’s business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you must:
   a. Indicate by marking each page of the pertinent document confidential; and,
   b. Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Bid or Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Act and will not be honored:
   a. Marking your entire Bid or Proposal as exempt; or,
   b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure
under the Idaho Public Records Act, the Bidder/Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City’s refusal to disclose any such material. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel—prior to submission.

1.5 Taxes
The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor’s Bid/Proposal pricing.

1.6 Request for Clarification, Protest of Bid/Proposal Requirements, Standards, Specifications, or Process
Any Bidder who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Bid/Proposal may submit a written notification to the Purchasing Office to be received no later than:

<table>
<thead>
<tr>
<th>Item</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equal or Equivalent, Questions and Clarifications</td>
<td>October 2nd, 2020 at Noon local Time</td>
</tr>
<tr>
<td>Bid/Proposal Specification Protest request:</td>
<td>Should be submitted no later than three (3) working days prior to bid/proposal opening date, noon local time</td>
</tr>
</tbody>
</table>

The notification will state the exact nature of the clarification or protest and describe the location of the protested portion or clause in the Bid/Proposal document and explain why the provision should be struck, added, or altered, and contain suggested corrections. The Purchasing Office may deny the protest, modify the Bid/Proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Bidder.

Written requests are to be directed to:

Tammi Leatham  
City of Boise Purchasing  
150 N. Capitol Blvd  
Boise ID 83702  
Fax: 208-384-3995  
tleatham@cityofboise.org

1.7 Addenda
If specifications are modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing. Verbal modifications are not binding on the City or the Bidder. No oral changes will be considered or acknowledged. Bidders are requested to acknowledge each addendum received in their Bid/Proposal Response.

1.8 Modification and Withdrawal of Bid/Proposal
A Bid/Proposal may be modified or withdrawn by the Bidder prior to the set date and time for the opening of Bids/Proposals. Bids/Proposals may not be modified or withdrawn after the Bid/Proposal opening.
1.9 Bid/Proposal and Price Guarantee
It is desired that the submitted Bid remain in effect for a minimum of 90 days, along with all Bid pricing. If this is not accepted, Bidder is to so indicate.

1.10 Disadvantaged Business Enterprises (D.B.E)
D.B.E. firms and business enterprises are encouraged to submit a Bid/Proposal. Women owned and minority owned firms are encouraged to submit a Bid/Proposal. The City actively encourages any Bids/Proposals by D.B.E. firms for goods and services for the City.

1.11 Evaluation of Bidder
Award will be whichever is determined to be in the best interest of the City. The award may be on the lowest cost to the City.

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

1.13 Lowest Responsive Bidder
All contracts or award of Bids/Proposals shall be awarded to the lowest responsive bidder, with all costs to the City considered, provided that the City Council may award contracts to the bidder or offeror it determines appropriate, including local preference.

1.14 Idaho’s Reciprocal Preference Law
To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code § 67-2349.

Reciprocal Preference Information: https://www.naspo.org/reciprocity1

1.15 Significant Local Economic Presence
City Council may exercise a preference for a proposer with a significant local and Idaho economic presence even if such proposer is not the selection committee’s highest ranked proposer. To qualify as a bidder with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the bid/proposal opening.

- Metropolitan Impact Area: Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the state of Idaho.

1.16 Protest of Contractor Selection or Contract Award
The right to protest an award is governed by Boise City Code (Title 1, Chapter 12, Article 3), which provides:

- Only a bidder or proposer who participated in the bidding process through submission of a bid or proposal may protest an intended award;
- The award to be protested must be for a formal level contract, which consists of either a goods, personal services or professional/consultant services purchase purchase of $100,000 or more or a construction project of $200,000 or more. Any attempted protest to a semi-formal or informal level contract will not be considered;
- The award to be protested must be to a bidder or proposer other than the
lowest responsive bidder in the case of a formal bid solicitation or other than the highest ranking proposer in the case of a Request for Proposal or Request for Qualifications;

- In the event that the winning bid is less than the formal level threshold, then the project is considered “semi-formal” and an award protest will not be considered.
- A protest must be in writing;
- A protest must specify the reason(s) the proposed award is in error; and
- A protest must be submitted within seven (7) calendar days after the City’s transmittal or posting of a Notice of Intent to Award letter.

Written protests are to be directed to: cmillar@cityofboise.org. Any protest addressed to the Mayor or City Council may be re-directed to the City’s Purchasing Agent. Purchasing will address the protest with input from the Project Manager if necessary.

The protest of an award may not be based upon the specifications. Any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered. Rather, the right to protest specifications is provided for as described in section 1.6 herein.

In the event the Purchasing Agent denies a protest, the protesting bidder or proposer may elevate the matter to Boise City Council through submission of an appeal to the Boise City Clerk’s Office within three (3) business days of transmission or posting of the denial by the Purchasing Agent. The Boise City Clerk will then schedule the matter before Boise City Council.

If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the Federal Grant Provider.

1.17 Payments and Billings
The Awarded Bidder will submit all invoices to:

    City of Boise Public Works / Marcia Schmelzer
    11818 Joplin
    Boise ID 83714

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

1.18 Stop Work Order
Any “Stop Work Order” given to Awarded Bidder will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Bidder and/or his assigns.
1.19 Delivery of Equipment:

West Boise Water Renewal Facility
11818 Joplin
Boise, Idaho

Lander Street Water Renewal Facility
790 Lander
Boise, Idaho

The City of Boise reserves the right to reject any and all Bids/Proposals, to waive any irregularities in the Bids/Proposals received, to award on an "each item" basis (however, the Bidder may indicate "all or none"), and to accept the Bid/Proposal deemed most advantageous to the interest of the citizens of Boise.
Hours of delivery will be between 9 a.m. and 4 p.m. only Monday through Friday. No deliveries will be accepted on weekends or City holidays.

This bid is to purchase Concentrated Caustic Soda Solution for the Public Works Department. The City of Boise will be utilizing Concentrated (50%) Caustic Soda Solution at the Lander Street Wastewater Treatment Plant for process pH control and at the West Boise Wastewater Treatment Plant for recovery and recycle of phosphorous (struvite production). One vendor will be selected and awarded.

The City of Boise will accept bids for bulk Concentrated Caustic Soda Solution in 4,000-5,000-gallon shipments to be divided between the locations as determined by City personnel.

Total storage capacity at the Lander Street Wastewater Treatment Plant is in two 4,000-gallon FRP storage tanks for total volume of 8,000 gallons. Storage capacity at the West Boise Wastewater Treatment Facility Struvite Facility is in one 6,000-gallon FRP storage tank.

**PURCHASE AGREEMENT TERM**

The term for this purchase agreement will begin November/December 2020 and end November/December 2021. The pricing for this purchase agreement is firm fixed. The bid price proposed by the bidder is guaranteed for the entire length of the agreement as stated above. No additional delivery fees are allowed.

**RENEWAL OF AGREEMENT**

With the consent of both parties this agreement may be renewed at the same terms and conditions including price. Three (3) annual renewals shall be allowed.
These specifications are given as guidelines. Vendors are encouraged to propose equals or equivalents that meet or exceed the quality, performance and use of the brand, model or specification in this Bid. It is not the intention of the specifications to restrict the competitive bid process, nor to direct the Bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this Bid.

The City of Boise reserves the right to contact the Bidder for a clarification of any deviation from the specifications. Failure to submit an Equal or Equivalent Request Form for an apparent deviation from a specification may lead to the rejection of the entire bid by the City.

The burden of proof is on the requestor; make sure that you supply complete information for the City to evaluate your request. The determination of what is an acceptable equal or equivalent rests entirely with Boise City. Please include marketing brochures of the proposed equals or equivalents.

**Equal or equivalent requests may be received prior to the bid opening:**

It is highly recommended that the Bidder submit the Equal or Equivalent Request Form prior to the time and date set for the bid opening. Forms submitted prior to the bid opening must be received in the Purchasing office no later than 12:00 p.m. October 2nd.

The City will review the request and respond to the Bidder prior to bid opening regarding its acceptance or rejection of the equal or equivalent request.

**Equal or equivalent requests received with the bid or proposal:**

The City will review the equal or equivalent request of the apparent low Bidder and respond to the Bidder regarding its acceptance or rejection of the request.

If the equal or equivalent request is included with the bid, the Bidder assumes the risk of the request being unacceptable to the City, at which point the bid will be rejected and deemed non-responsive.

**Equal or equivalent request forms will not be accepted after the time and date set forth for the opening of this bid.**

**Please include marketing materials.**
TO: Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: **FB 21-042 Concentrated Caustic Soda Solution.** We hereby submit for your consideration the following product instead of the specified item for the above project:

<table>
<thead>
<tr>
<th>Specification#</th>
<th>Proposed Equal or Equivalent Product</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach complete technical data, including laboratory tests (if applicable).

Differences between Equal or Equivalent requested and specified item:

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

Bidder guarantees that proposed and specified items are (check one):

- Same
- Different (explain on attachment)

The undersigned certifies that the quality, performance or use of the proposed Equal or Equivalent products meet or exceed the brand or model of the specified product.

Company: ________________________________
Address (City, State, Zip): ________________________________
Phone: ________________________________
E-Mail: ________________________________
Submitted by: ________________________________
(Please Print)
Signature: ________________________________

City of Boise to complete: ________________________________

<table>
<thead>
<tr>
<th>Accepted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Accepted</td>
</tr>
<tr>
<td>Accepted as noted</td>
</tr>
<tr>
<td>Received too late</td>
</tr>
<tr>
<td>By: ________________________________</td>
</tr>
</tbody>
</table>

Accepted
Not Accepted
Accepted as noted
Received too late

By: ________________________________
# BID PROPOSAL SIGNATURE PAGE

<table>
<thead>
<tr>
<th>Name of Business</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td></td>
</tr>
<tr>
<td>Phone#</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>Signature X</td>
<td></td>
</tr>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>E-Mail</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

Significant Local Economic Presence: [ ] Yes: [ ] No  
(Misstatement of local presence may result in disqualification of the bid/proposal by the City Council). Provide local address if different than mailing address.

Bidder Acknowledges Receipt of the Following Addenda:

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

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part. Submission of this signed proposal signifies agreement with the solicitation’s specifications and specifically constitutes a waiver of any objections to them.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Price Guarantee

Number of days price will be guaranteed: ____________________________  
(Request minimum of 90 days)
The following specifications are given as guidelines. Vendors are encouraged to bid equivalents to the specifications. It is not the intention of the specifications to restrict the competitive bidding process, nor to direct the bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this bid. All bidders should state in writing any exceptions to these specifications.

Respond to each specification with √ regarding specification compliance. Submit an “Equal, Approved Equal, or Equivalent” Request Form for all substitutions.

<table>
<thead>
<tr>
<th>SPECIFICATION &amp; REQUIREMENTS</th>
<th>COMPLIES (✓)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Concentrated Caustic Soda Solution shall not contain any foreign matter or impurity that may damage or interfere with the City’s equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City’s tanks. The Supplier shall reimburse the City for any damages or costs incurred from any foreign material or impurity.</td>
<td>✓</td>
</tr>
<tr>
<td>The Concentrated Caustic Soda Solution shall not contain any impurity in sufficient quantities that causes or may cause, by the City’s normal usage of the Concentrated Caustic Soda Solution, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Concentrated Caustic Soda Solution supplied, the Supplier shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.</td>
<td>✓</td>
</tr>
</tbody>
</table>
| Alkalinity as Na₂O (%) 38.40 min to 41.40 max  
Sodium Hydroxide as NaOH (%) 49.50 min to 51.00 max  
Sodium Chloride as NaCl (%) 0.20 max  
Iron (ppm) 4.00 max  
Sodium Carbonate as Na₂CO₃ (%) 0.30 max  
Silicon (ppm) 200 max  
Specific Gravity 1.5 | ✓            |
| Operations staff shall notify Supplier by phone or email for delivery. Supplier shall deliver within 5 working days after notice from staff. | ✓            |
Supplier agrees to keep sufficient inventory on hand to meet the City’s needs.

Supplier will provide assistance at start up to assist in product implementation and training of operation staff.

### DELIVERY LOGISTICS

The Supplier shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
- date of delivery, bill of Lading/Weigh Slip Number
- gross weight of delivery vehicle and Concentrated Caustic Soda Solution in pounds,
- tare weight of delivery vehicle in pounds, and
- net weight of Concentrated Caustic Soda Solution in the delivery vehicle in pounds.
- number of gallons

Note: Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

Prospective Bidder shall include any charges for the Certificates in the bid price.

The Supplier shall ship the Concentrated Caustic Soda Solution to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

Failure of Supplier to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

The Supplier is expected to comply with reasonable requests for emergency deliveries.

The temperature of the Concentrated Caustic Soda Solution upon delivery must be less than or equal to 80°F. The Supplier shall measure the temperature of the product delivered just prior to, or during transfer into the City’s storage vessels. The Supplier shall handwrite the measured temperature on the Certificate of Analysis or Conformance discussed above. The Supplier shall initial and date the recorded temperature.

The tank truck must be sealed and equipped with a self-contained system to deliver all the Concentrated Caustic Soda Solution in the load into aboveground storage tanks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Supplier shall supply all transfer equipment. The Supplier shall not use the City’s equipment.
The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City.

City’s Connections:
- Lander St. has 2-inch male Camlock
- West Boise has 3-inch male Camlock

The driver shall follow all City’s security procedures and requirements for personal protective equipment. (The City shall inform the Supplier of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.)

Before unloading, the driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Concentrated Caustic Soda Solution is delivered.

The City reserves the right to subject samples of the Concentrated Caustic Soda Solution to analysis to determine if the Concentrated Caustic Soda Solution meets the City’s specifications. The Supplier shall facilitate the sampling process, when asked. Failing to comply with the City’s specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City, there is necessity to remove non-conforming Concentrated Caustic Soda Solution within 24 hours of being notified without additional cost to the City. Alternatively, the City may remove the Concentrated Caustic Soda Solution and the cost for removal and disposal shall be billed to the Supplier. The Supplier may not charge for delivered material the City rejects.

The West Boise and Lander St. Water Renewal Facilities cannot accommodate an oversized delivery with a tanker truck and a pup trailer. Further, the caustic consumption will different between the two facilities, so calls for orders will occur at different times. The storage volume at each facility is only large enough for a bulk tanker delivery.
<table>
<thead>
<tr>
<th>Delivery Period/Location</th>
<th>Unit Cost per Gallon</th>
<th>X Estimated Quantity</th>
<th>Concentration</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/20 - 11/30/21</td>
<td></td>
<td>100,000 gallons</td>
<td>50% solution</td>
<td></td>
</tr>
<tr>
<td>Lander Facility</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/20 - 11/30/21</td>
<td></td>
<td>100,000 gallons</td>
<td>50% solution</td>
<td></td>
</tr>
<tr>
<td>West Boise Facility</td>
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<td><strong>TOTAL EST. GALLONS</strong></td>
<td></td>
<td>200,000 gallons</td>
<td><strong>COMBINED TOTAL</strong></td>
<td>$</td>
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<th>Vendors Comments:</th>
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**PUBLIC AGENCY CLAUSE**

Bid prices will be made available to other "Public Agencies" as defined in Section 67-2327 of the Idaho Code, to include any city or political subdivision of this state including, but not limited to counties, school districts, highway districts, port authorities, instruments of counties, cities or any political subdivision created under the laws of the State of Idaho; any agency of the state government; and any city or political subdivision of another state. It will be the responsibility of the "Public Agency" to independently contract with the vendor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities buy from our agreement.

Accept Public Agency Clause?  Yes ____________  No ____________
List any risks associated with the on-time delivery of this project.


Company History as it pertains to your ability to perform the specified project (attach additional information if necessary).


List any product(s) previously supplied to the City of Boise delivered within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

<table>
<thead>
<tr>
<th>Project</th>
<th>Department</th>
<th>Contact</th>
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<tr>
<td>Name of Business</td>
<td>Univar Solutions USA Inc.</td>
<td></td>
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<tr>
<td>Please print or type</td>
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<tr>
<td>Address</td>
<td>Service Branch-1840 N 20th St.</td>
<td>Muni Team Branch-8201 S 212th St.</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Service Branch-Nampa, ID 83687</td>
<td>Muni Team Branch-Kent, Wa 98032</td>
</tr>
<tr>
<td>Phone #</td>
<td>Service Branch-208-486-7019</td>
<td>Muni Team-253-872-5040</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:custswo-PNW@universolutions.com">custswo-PNW@universolutions.com</a></td>
<td><a href="mailto:muniteam-west@universolutions.com">muniteam-west@universolutions.com</a></td>
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<tr>
<td>Signature</td>
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<tr>
<td>Printed Name</td>
<td>Jennifer M. Perras</td>
<td></td>
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<tr>
<td>Title</td>
<td>Municipal Specialist</td>
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<tr>
<td>E-Mail</td>
<td><a href="mailto:jennifer.perras@universolutions.com">jennifer.perras@universolutions.com</a></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>10/5/2020</td>
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</tbody>
</table>

Significant Local Economic Presence: ☑ Yes: ☐ No  
(Misstatement of local presence may result in disqualification of the bid/proposal by the City Council). Provide local address if different than mailing address.

Bidder Acknowledges Receipt of the Following Addenda:

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

The above signed proposes to provide services in accordance with the specifications for this project for the City of Boise, Idaho and to bind themselves, on the acceptance of this Bid/Proposal, to enter into and execute a contract, of which this Bid/Proposal, terms and conditions, and specifications will be part. Submission of this signed proposal signifies agreement with the solicitation's specifications and specifically constitutes a waiver of any objections to them.

The above signed acknowledges the rights reserved by the City to accept or reject any or all Bids/Proposals as may appear to be in the best interest of the City and is authorized to do business in Idaho.

Price Guarantee

Number of days price will be guaranteed: 365 days  
(Request minimum of 90 days)
October 1, 2020

City of Boise
Department of Finance and Admin.
150 N Capitol Blvd.
Boise, ID 83702

RE: FB-21-042 Concentrated Caustic Soda WBP9004

To Purchasing,

Univar Solutions USA Inc. is pleased to offer a price quote on your chemical procurement due Wednesday, October 7, 2020 and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Jennifer Perras
Municipal Specialist
Western Region
Univar Solutions USA Inc.
Muniteam-west@univarsolutions.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller’s negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller’s liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar’s offer (pricing) was inclusive of these charges – they will be backed out of the “product” line item and shown as their own line item(s) at the time of billing.

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked “yes” within the attached offer, it is Univar’s standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.
Certificate of Corporate Secretary

I, Noelle J. Perkins, hereby certify that:

1. I am the duly elected, qualified and acting Deputy General Counsel and Corporate Secretary of Univar Solutions USA Inc., a Washington corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.

2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products handled by the Company.

   Shawnasey McCarthy - Municipal Commercial Manager
   Victoria Meakim – Municipal Specialist
   Roise Holiday – Municipal Specialist
   Jennifer Parras – Municipal Specialist
   Shelley Stevens – Municipal Specialist
   Stacy Ziegler – Municipal Specialist
   Michael Crea – Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Corporate Secretary of the Company this 18th day of September, 2019.

Noelle J. Perkins, Corporate Secretary

State of Illinois
County of DuPage

This Certificate of Secretary was signed and sworn to before me on this 18th day of September 2019 by Noelle J. Perkins, Deputy General Counsel and Corporate Secretary of Univar Solutions USA Inc.

Ashley M. Lydon, Notary Public
My commission expires December 19, 2021
GENERAL INFORMATION

Regular Office Hours during which orders may be placed:
Monday – Friday 8:00 am – 5:00 pm (MST)

In case of an emergency during non-business hours:
For Non-Chemical Emergencies:
After-hours emergency pager – 24-hour response: Clay Gehring – (208) 890-5207 (cell)

For Chemical Related Emergencies:
ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:
Office Phone: (208) 466-7019
Office Fax: (208) 467-2650
Customer Service-
Clay Gehring – Operations Supervisor/Dispatch custsvc-PNW@universolutions.com clay.gehring@univar.com

For anything pertaining to bids:
Please send all bid packets/documents to:
(Unless otherwise specified)
Univar USA Inc.
Attn: WER Muni Team
8201 S. 212th
Kent, WA 98032-1994

Contacts: muniteam-west@universolutions.com

Jennifer Perras
Municipal Specialist
Phone: (253) 872-5000
Fax: (253) 872-5041
Jennifer.perras@universolutions.com

Roise Holiday
Municipal Specialist
(253) 872-5000
(253) 872-5041
Roise.Holiday@universolutions.com

Stacy Ziegler
Municipal Specialist
(253) 872-5000
(253) 872-5041
Stacy.ziegler@universolutions.com

Shawnasey McCarthy
Municipal Business Manager
(253) 872-5000
(253) 872-5041
Shawnasey.mccarthy@universolutions.com
Univar Solutions USA Inc.
62150 Collections Center Drive
Chicago, IL 60693-0621
Please include remit information

Net 30 days.
Mission Statement

Univar sets out to be the preferred quality partner for the distribution of chemicals and services. We combine economic success with social and environmental responsibility.

Vision Statement

Be the benchmark of excellence.

Quality Policy

Univar USA Inc. is committed to the success of our customers and supplier partners by providing value-added products and services that consistently meet requirements. In the spirit of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business processes and its total quality process.

Statement of Core Values

- Safety: Safety is the first priority, the most important aspect of our work.
- Continuous Improvement: We will improve results for all our stakeholders by doing the right things better every time.
- Employees: We respect and value every employee and are committed to support and develop each other personally and professionally.
- Environment: We are committed to protecting the health and well being of our employees, our customers, the community and the environment.
- Ethics: We treat every individual in our business and personal practices ethically with integrity and honesty.
- Leadership: Each of us strives to lead and motivate by example and consistently live up to these core values. We coach, train, develop and empower employees to reach their full potential.
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004

Addenda
1. ________________
2. ________________
3. ________________
4. ________________
5. ________________
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INVITATION

September 15, 2020

Bids/Proposals will be prepared per the specifications detailed within the Request for Bid/Proposal document. Bid/proposal packets are available at no charge with registration through DemandStar or BidNet (links provided at www.cityofboise.org/purchasing).

The scope of the item being sought to purchase is: Concentrated (50%) caustic soda (sodium hydroxide) solution for process pH control and the Lander Street Water Renewal Facility and for recovery and recycle of phosphorous (struvite production) at West Boise Water Renewal Facility. This contract will be for one year commencing upon approval of Boise City Council with the option of three (3) annual renewals.

The City of Boise reserves the right to reject any and all proposals, to waive any irregularities in the proposals received and to accept the proposal(s) that are in the best interest of the City. Boise City is an Equal Opportunity Employer. The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates.

Important Dates:

| “Equal or Equivalent” Requests Due | October 2nd, 2020 @ noon Local Time |
| Questions & Clarification Due     | October 2nd, 2020 @ noon Local Time |
| Bids/Proposals Due                | October 7, 2020, @ 11:00 AM Local Time |

Bids/Proposals will be received at the Department of Finance and Administration, Purchasing Office located at 150 N. Capitol Blvd., Boise, Idaho, 83702

The City appreciates your interest in meeting the needs of the citizens of Boise.

CITY OF BOISE, IDAHO
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004

BID/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
  FB 21-042 Concentrated Caustic Soda Solution

- Submit Bids/Proposals to the Boise City Purchasing Office, 150 North Capitol Blvd, Boise, Idaho 83702.

  OR

- E-Bids: Electronic Bids/Proposals submitted through DemandStar or BidNet will also be accepted for this project. Bids/Proposals must be signed and submitted in same required format. Submit one (1) electronic copy if using E-Bidding. After uploading your bid/proposal, Bidders are encouraged to verify the successful upload of the document.

- Sign your electronic bid/proposal. Bids/Proposals without written signature will not be accepted.

- All E-Bids must be submitted before the scheduled bid/proposal opening. In the event of a technology failure, the City reserves the right to accept all bids/proposals submitted and electronically time stamped prior to bid/proposal opening. The City will require bid/proposal receipt document to be on file as proof of timely submission. Bidders are encouraged to confirm the successful upload of their bid/proposal document. The City will not accept bids/proposals after the scheduled time for opening.

- The Owner is the City of Boise.

- ALL BIDS/PROPOSALS MUST BE SIGNED.

- If a "Bid Schedule" is present, the Schedule should be completely filled in by the Bidder and included in their Bid/Proposal. Where Bid/Proposal formats are requested, Bidder is to comply with all specifications.

- Additional sheets may be included if more room is needed for technical information, answers, and explanations.

If you are unable to mail or upload your bid, please contact Tammi Leatham at tleatham@cityofboise.org or 208-608-7158 to schedule a date and time to drop off your bid (before October 7, 2020 @ 11:00 AM local time).

If you would like to witness the bid opening, please use the following link or telephone numbers:

Bid Opening: October 7, 2020 at 11:00 AM Local Time (Virtual)

Join Microsoft Teams Meeting
+1 208-901-7834 United States, Boise (Toll)
(888) 592-8724 United States (Toll-free)
Conference ID: 533 903 577#
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004

GENERAL CONDITIONS

These General Conditions are presented for clarification of the Terms and Conditions included with the Contract Agreement and are not intended to replace or take precedence over those Terms and Conditions.

1.1 Intent of Bid/Proposal
It is the intent of this Request for Bids/Proposals to define requirements in sufficient detail to secure comparable Bids/Proposals. Bids/Proposals shall be in accordance with Bid/Proposal document requirements. Bids/Proposals not conforming to the requested format or not in compliance with the specifications will be considered non-responsive.

1.2 Bid/Proposal Costs
The Bidder will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this bid/proposal. All materials and documents submitted in response to this bid/proposal become the property of the City and will not be returned.

1.3 Reserved Rights
The City of Boise reserves the right to accept or reject Bids/Proposals.

1.4 Public Records
The Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. All, or most, of the information contained in your Bid or Proposal will be a public record subject to disclosure under the Public Records Act and will be available for inspection and copying by any person. The Public Records Act contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If you consider any element of your Bid or Proposal to be a trade secret, or otherwise protected from disclosure, you must:

a. Indicate by marking each page of the pertinent document confidential; and,
b. Include the specific basis for your position that it be treated as exempt from disclosure.

Prices quoted in your Bid or Proposal are not a trade secret.

The following is not acceptable or in accordance with the Public Records Act and will not be honored:

a. Marking your entire Bid or Proposal as exempt; or,
b. Placing a statement or legend on one (1) page stating that all or substantially all of the response is exempt.

The City, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. If you claim material to be exempt from disclosure
under the Idaho Public Records Act, the Bidder/Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel—Prior to submission.

1.5 Taxes
The City of Boise is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Bid/Proposal pricing.

1.6 Request for Clarification, Protest of Bid/Proposal Requirements, Standards, Specifications, or Process
Any Bidder who wishes to request clarifications, or protest the requirements, standards, specifications or processes outlined in this Request for Bid/Proposal may submit a written notification to the Purchasing Office to be received no later than:

<table>
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<tr>
<th>Item</th>
<th>Due</th>
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<tbody>
<tr>
<td>Equal or Equivalent, Questions and Clarifications</td>
<td>October 2nd, 2020 at Noon local Time</td>
</tr>
<tr>
<td>Bid/Proposal Specification Protest request:</td>
<td>Should be submitted no later than three (3) working days prior to bid/proposal opening date, noon local time</td>
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The notification will state the exact nature of the clarification or protest and describe the location of the protested portion or clause in the Bid/Proposal document and explain why the provision should be struck, added, or altered, and contain suggested corrections. The Purchasing Office may deny the protest, modify the Bid/Proposal, and/or reject all or part of the protest. Changes to these specifications will be made by written addendum. Verbal responses will not be binding on the City or the Bidder.

Written requests are to be directed to:

Tammi Leatham  
City of Boise Purchasing  
150 N. Capitol Blvd  
Boise ID 83702  
Fax: 208-384-3995  
tleatham@cityofboise.org

1.7 Addenda
If specifications are modified by the Purchasing Office, the modifications will be sent to each plan-holder in writing. Verbal modifications are not binding on the City or the Bidder. No oral changes will be considered or acknowledged. Bidders are requested to acknowledge each addendum received in their Bid/Proposal Response.

1.8 Modification and Withdrawal of Bid/Proposal
A Bid/Proposal may be modified or withdrawn by the Bidder prior to the set date and time for the opening of Bids/Proposals. Bids/Proposals may not be modified or withdrawn after the Bid/Proposal opening.
FB 21-042

Concentrated Caustic Soda Solution / WBP 9004

1.9 Bid/Proposal and Price Guarantee
It is desired that the submitted Bid remain in effect for a minimum of 90 days, along with all Bid pricing. If this is not accepted, Bidder is to so indicate.

1.10 Disadvantaged Business Enterprises (D.B.E.)
D.B.E. firms and business enterprises are encouraged to submit a Bid/Proposal. Women owned and minority owned firms are encouraged to submit a Bid/Proposal. The City actively encourages any Bids/Proposals by D.B.E. firms for goods and services for the City.

1.11 Evaluation of Bidder
Award will be whichever is determined to be in the best interest of the City. The award may be on the lowest cost to the City.

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

1.13 Lowest Responsive Bidder
All contracts or award of Bids/Proposals shall be awarded to the lowest responsive bidder, with all costs to the City considered, provided that the City Council may award contracts to the bidder or offer if it determines appropriate, including local preference.

1.14 Idaho’s Reciprocal Preference Law
To the extent permitted by federal law, reciprocal preference applies to any purchase of materials, supplies, services or equipment that is competitively bid. See Idaho Code § 67-2349.

Reciprocal Preference Information: https://www.naspo.org/reciprocity1

1.15 Significant Local Economic Presence
City Council may exercise a preference for a proposer with a significant local and Idaho economic presence even if such proposer is not the selection committee’s highest ranked proposer. To qualify as a bidder with a significant local economic presence, a firm must maintain in the Metropolitan Impact Area a fully staffed office, or fully staffed sales offices, or fully staffed sales outlets, or manufacturing facilities, or warehouses, and, if required, be registered with the Secretary of State of Idaho to do business in Idaho at the time of the bid/proposal opening.

- Metropolitan Impact Area: Includes and is limited to the counties of Ada, Boise, Canyon, Elmore, Gem and Payette in the state of Idaho.

1.16 Protest of Contractor Selection or Contract Award
The right to protest an award is governed by Boise City Code (Title 1, Chapter 12, Article 3), which provides:

- Only a bidder or proposer who participated in the bidding process through submission of a bid or proposal may protest an intended award;
- The award to be protested must be for a formal level contract, which consists of either a goods, personal services or professional/consultant services purchase purchase of $100,000 or more or a construction project of $200,000 or more. Any attempted protest to a semi-formal or informal level contract will not be considered;
- The award to be protested must be to a bidder or proposer other than the
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004

The lowest responsive bidder in the case of a formal bid solicitation or other than the highest ranking proposer in the case of a Request for Proposal or Request for Qualifications:

- In the event that the winning bid is less than the formal level threshold, then the project is considered "semi-formal" and an award protest will not be considered.
- A protest must be in writing;
- A protest must specify the reason(s) the proposed award is in error; and
- A protest must be submitted within seven (7) calendar days after the City's transmittal or posting of a Notice of Intent to Award letter.

Written protests are to be directed to: cmillian@cityofboise.org. Any protest addressed to the Mayor or City Council may be re-directed to the City's Purchasing Agent. Purchasing will address the protest with input from the Project Manager if necessary.

The protest of an award may not be based upon the specifications. Any objection to specifications attempted to be pursued through an award protest is untimely and will not be considered. Rather, the right to protest specifications is provided for as described in section 1.6 herein.

In the event the Purchasing Agent denies a protest, the protesting bidder or proposer may elevate the matter to Boise City Council through submission of an appeal to the Boise City Clerk's Office within three (3) business days of transmission or posting of the denial by the Purchasing Agent. The Boise City Clerk will then schedule the matter before Boise City Council.

If Federal grant funds are involved and the protestor is not satisfied with the way that the City has resolved the protest, the protestor may have the option to appeal to the Federal Grant Provider.

1.17 Payments and Billings
The Awarded Bidder will submit all invoices to:

    City of Boise Public Works / Marcia Schmelzer
    11818 Joplin
    Boise ID 83714

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

1.18 Stop Work Order
Any "Stop Work Order" given to Awarded Bidder will cause all physical work to stop and a complete cessation of all expenditures, ordering of materials, etc., on the part of the Awarded Bidder and/or his assigns.
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004

1.19 Delivery of Equipment:

West Boise Water Renewal Facility                        Lander Street Water Renewal Facility
11818 Joplin                                             790 Lander
Boise, Idaho                                             Boise, Idaho

The City of Boise reserves the right to reject any and all Bids/Proposals, to waive any irregularities in the Bids/Proposals received, to award on an “each item” basis (however, the Bidder may indicate “all or none”), and to accept the Bid/Proposal deemed most advantageous to the interest of the citizens of Boise.
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004

PROJECT DESCRIPTION AND INFORMATION

Hours of delivery will be between 9 a.m. and 4 p.m. only Monday through Friday. No deliveries will be accepted on weekends or City holidays.

This bid is to purchase Concentrated Caustic Soda Solution for the Public Works Department. The City of Boise will be utilizing Concentrated (50%) Caustic Soda Solution at the Lander Street Wastewater Treatment Plant for process pH control and at the West Boise Wastewater Treatment Plant for recovery and recycle of phosphorous (struvite production). One vendor will be selected and awarded.

The City of Boise will accept bids for bulk Concentrated Caustic Soda Solution in 4,000-5,000-gallon shipments to be divided between the locations as determined by City personnel.

Total storage capacity at the Lander Street Wastewater Treatment Plant is in two 4,000-gallon FRP storage tanks for total volume of 8,000 gallons. Storage capacity at the West Boise Wastewater Treatment Facility Struvite Facility is in one 6,000-gallon FRP storage tank.

PURCHASE AGREEMENT TERM

The term for this purchase agreement will begin November/December 2020 and end November/December 2021. The pricing for this purchase agreement is firm fixed. The bid price proposed by the bidder is guaranteed for the entire length of the agreement as stated above. No additional delivery fees are allowed.

RENEWAL OF AGREEMENT

With the consent of both parties this agreement may be renewed at the same terms and conditions including price. Three (3) annual renewals shall be allowed.
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004

EQUAL OR EQUIVALENT REQUESTS

These specifications are given as guidelines. Vendors are encouraged to propose equals or equivalents that meet or exceed the quality, performance and use of the brand, model or specification in this Bid. It is not the intention of the specifications to restrict the competitive bid process, nor to direct the Bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this Bid.

The City of Boise reserves the right to contact the Bidder for a clarification of any deviation from the specifications. Failure to submit an Equal or Equivalent Request Form for an apparent deviation from a specification may lead to the rejection of the entire bid by the City.

The burden of proof is on the requestor; make sure that you supply complete information for the City to evaluate your request. The determination of what is an acceptable equal or equivalent rests entirely with Boise City. Please include marketing brochures of the proposed equals or equivalents.

**Equal or equivalent requests may be received prior to the bid opening:**
It is highly recommended that the Bidder submit the Equal or Equivalent Request Form prior to the time and date set for the bid opening. Forms submitted prior to the bid opening must be received in the Purchasing office no later than 12:00 p.m. October 2nd.

The City will review the request and respond to the Bidder prior to bid opening regarding its acceptance or rejection of the equal or equivalent request.

**Equal or equivalent requests received with the bid or proposal:**
The City will review the equal or equivalent request of the apparent low Bidder and respond to the Bidder regarding its acceptance or rejection of the request.

If the equal or equivalent request is included with the bid, the Bidder assumes the risk of the request being unacceptable to the City, at which point the bid will be rejected and deemed non-responsive.

**Equal or equivalent request forms will not be accepted after the time and date set forth for the opening of this bid.**

Please include marketing materials.
TO:  Boise City, Purchasing, 150 N Capitol Boulevard, Boise, ID 83702

PROJECT: FB 21-042 Concentrated Caustic Soda Solution. We hereby submit for your consideration the following product instead of the specified item for the above project:

<table>
<thead>
<tr>
<th>Specification#</th>
<th>Proposed Equal or Equivalent Product</th>
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<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Attach complete technical data, including laboratory tests (if applicable).

Differences between Equal or Equivalent requested and specified item:

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

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

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

Bidder guarantees that proposed and specified items are (check one):

- Same
- Different (explain on attachment)

The undersigned certifies that the quality, performance or use of the proposed Equal or Equivalent products meet or exceed the brand or model of the specified product.

Company: 
Address (City, State, Zip) 
Phone: 
E-Mail: 
Submitted by: (Please Print) 
Signature: 

.................................................. City of Boise to complete: ..................................................

<table>
<thead>
<tr>
<th>Accepted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Accepted</td>
</tr>
<tr>
<td>Accepted as noted</td>
</tr>
<tr>
<td>Received too late</td>
</tr>
</tbody>
</table>

By:
The following specifications are given as guidelines. Vendors are encouraged to bid equivalents to the specifications. It is not the intention of the specifications to restrict the competitive bidding process, nor to direct the bidder to a specific make, model, or brand, unless there is a specific requirement by the City, in which case, that will be so stated within this bid. All bidders should state in writing any exceptions to these specifications.

Respond to each specification with √ regarding specification compliance. Submit an "Equal, Approved Equal, or Equivalent" Request Form for all substitutions.

<table>
<thead>
<tr>
<th>SPECIFICATION &amp; REQUIREMENTS</th>
<th>COMPLIES (✓)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Concentrated Caustic Soda Solution shall not contain any foreign matter or impurity that may damage or interfere with the City’s equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City’s tanks. The Supplier shall reimburse the City for any damages or costs incurred from any foreign material or impurity.</td>
<td>✓</td>
</tr>
<tr>
<td>The Concentrated Caustic Soda Solution shall not contain any impurity in sufficient quantities that causes or may cause, by the City’s normal usage of the Concentrated Caustic Soda Solution, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Concentrated Caustic Soda Solution supplied, the Supplier shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.</td>
<td>✗</td>
</tr>
<tr>
<td>Alkalinity as Na₂O (%) 38.40 min to 41.40 max</td>
<td>✗</td>
</tr>
<tr>
<td>Sodium Hydroxide as NaOH (%) 49.50 min to 51.00 max</td>
<td>✓</td>
</tr>
<tr>
<td>Sodium Chloride as NaCl (%) 0.20 max</td>
<td>✗</td>
</tr>
<tr>
<td>Iron (ppm) 4.00 max</td>
<td>✗</td>
</tr>
<tr>
<td>Sodium Carbonate as Na₂CO₃ (%) 0.30 max</td>
<td>✓</td>
</tr>
<tr>
<td>Silicon (ppm) 200 max</td>
<td>✗</td>
</tr>
<tr>
<td>Specific Gravity 1.5</td>
<td>✗</td>
</tr>
<tr>
<td>Operations staff shall notify Supplier by phone or email for delivery. Supplier shall deliver within 5 working days after notice from staff.</td>
<td>✓</td>
</tr>
</tbody>
</table>
### SPECIFICATION & REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>COMPLIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier agrees to keep sufficient inventory on hand to meet the City’s needs.</td>
<td>x</td>
</tr>
<tr>
<td>Supplier will provide assistance at start up to assist in product implementation and training of operation staff.</td>
<td>x</td>
</tr>
</tbody>
</table>

### DELIVERY LOGISTICS

The Supplier shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
- date of delivery, bill of Lading/Weigh Slip Number
- gross weight of delivery vehicle and Concentrated Caustic Soda Solution in pounds,
- tare weight of delivery vehicle in pounds, and
- net weight of Concentrated Caustic Soda Solution in the delivery vehicle in pounds.
- number of gallons

Note: Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

Prospective Bidder shall include any charges for the Certificates in the bid price.

The Supplier shall ship the Concentrated Caustic Soda Solution to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.

Failure of Supplier to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

The Supplier is expected to comply with reasonable requests for emergency deliveries.

The temperature of the Concentrated Caustic Soda Solution upon delivery must be less than or equal to 80°F. The Supplier shall measure the temperature of the product delivered just prior to, or during transfer into the City’s storage vessels. The Supplier shall handwrite the measured temperature on the Certificate of Analysis or Conformance discussed above. The Supplier shall initial and date the recorded temperature.

The tank truck must be sealed and equipped with a self-contained system to deliver all the Concentrated Caustic Soda Solution in the load into aboveground storage tanks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Supplier shall supply all transfer equipment. The Supplier shall not use the City’s equipment.

---

Packet Pg. 91
The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City.  

City’s Connections:
- Lander St. has 2-inch male Camlock
- West Boise has 3-inch male Camlock

The driver shall follow all City’s security procedures and requirements for personal protective equipment. (The City shall inform the Supplier of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.)

Before unloading, the driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Concentrated Caustic Soda Solution is delivered.

The City reserves the right to subject samples of the Concentrated Caustic Soda Solution to analysis to determine if the Concentrated Caustic Soda Solution meets the City’s specifications. The Supplier shall facilitate the sampling process, when asked. Failing to comply with the City’s specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City, there is necessity to remove non-conforming Concentrated Caustic Soda Solution within 24 hours of being notified without additional cost to the City. Alternatively, the City may remove the Concentrated Caustic Soda Solution and the cost for removal and disposal shall be billed to the Supplier. The Supplier may not charge for delivered material the City rejects.

The West Boise and Lander St. Water Renewal Facilities cannot accommodate an oversized delivery with a tanker truck and a pup trailer. Further, the caustic consumption will different between the two facilities, so calls for orders will occur at different times. The storage volume at each facility is only large enough for a bulk tanker delivery.
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004
Return in Sealed Envelope

<table>
<thead>
<tr>
<th>Delivery Period/Location</th>
<th>Unit Cost per Gallon</th>
<th>X Estimated Quantity</th>
<th>Concentration</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/20 – 11/30/21</td>
<td>$1.6813</td>
<td>100,000 gallons</td>
<td>50% solution</td>
<td>$168,130.00</td>
</tr>
<tr>
<td>Lander Facility</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/01/20 – 11/30/21</td>
<td>$1.6813</td>
<td>100,000 gallons</td>
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</tr>
<tr>
<td>West Boise Facility</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL EST. GALLONS</td>
<td></td>
<td>200,000 gallons</td>
<td>COMBINED TOTAL</td>
<td>$336,260.00</td>
</tr>
</tbody>
</table>

Vendors Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

PUBLICATION 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    x __________
FB 21-042
Concentrated Caustic Soda Solution / WBP 9004
Return in Sealed Envelope
DELIVERY INFORMATION

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

N/A

Company History as it pertains to your ability to perform the specified project (attach additional information if necessary).

See attached \textit{3 pages}

List any product(s) previously supplied to the City of Boise delivered within the past 3 years. (Failure to disclose or poor performance can be grounds for disqualification)

<table>
<thead>
<tr>
<th>Project</th>
<th>Department</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached \textit{3 pages}</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Univar Solutions USA Inc.
Supplier Information
Company Overview

Univar is a leading global distributor of industrial and specialty chemicals, with an extensive network of over 260 distribution facilities in North America, Europe, the Asia-Pacific region, and Latin America, and additional sales offices in Eastern Europe, the Middle East, and Africa.

We serve over 115,000 customers in more than 115 countries, representing nearly every major industry and a highly diverse set of end markets.

We source chemicals from more than 3,500 producers, including the premier global chemical manufacturers, and distribute more than 4,500 chemical products in over 110,000 stock keeping units.

In addition to our vast product offering, we provide important value-added services for our customers and suppliers, including:

- Product availability and inventory management
- Product specification and technical expertise
- Blending and mixing
- Repackaging and labeling
- Just-in-time delivery
- Vendor rationalization programs
- Waste management

Our scale, geographic reach, diversified distribution channels, industry expertise, and comprehensive product portfolio enable us to develop strong, long-term relationships with our suppliers and to provide a single-source solution for our customers.

As a world leader in chemical distribution, Univar is committed to being a responsible corporate citizen with a global focus on safety, health, the environment, and sustainability.
Univar Solutions USA Inc.
Quality Assurance Statement

Univar USA Inc. ("Univar") offers this statement in regards to those quality measures it takes to provide quality products to you, its customer.

- Univar provides products that meet the manufacturer's specifications.
- Univar retains packaging samples and quality-related documents in accordance with its record retention program, which specifically calls for the retention of FDA regulated samples, and quality-related documents for three (3) years and EP samples and quality-related documents for six (6) years.
- Under Univar's Management of Change process, Univar forwards notices from a product's manufacturer related to ingredients, changes in processing sites, and manufacturing processes in a timely manner.
- Univar has a formalized recall process and provides notice of any known recalls or other matters that come to its attention that may directly or indirectly impact a product.
- Univar's quality control, employee training, and Safety, Health & Environmental programs meet industry standards.
- Univar develops, and maintains operational plans to meet, all federal, state, and local laws, rules, and regulations related to the packaging, storing, and distribution of products.
- Univar has facilities in the U.S. that are ISO 9001:2008 registered, including Univar's corporate office.
- Univar's facilities that handle FDA regulated product meet FDA cGMP standards.
- Univar's computer systems maintain various security controls to ensure proper management of information.

For food grade and pharmaceutical grade products:

- Univar treats FDA products under cGMP standards.
- Univar maintains strict laboratory controls, including Out of Specification ("OOS").
- Univar has a formal complaint process for all FDA regulated products.
- Univar performs bi-annual audits on its food grade packaging facilities to ensure quality and safety.
- Univar FDA packaging facilities and processes meet 21 CRF Part 210.
- Univar packages, stores, and transports under cGMP standards.
- Univar provides a Certificate of Analysis ("COA") with each shipment.
- Univar performs stability testing on all FDA Univar-packaged products.
- Univar maintains master files and individual batch files for all lots of FDA Univar-packaged products allowing full traceability.
- Univar assigns unique lot numbers and sequential numbers to its FDA Univar-packaged products.

Univar USA Inc
In the event of an emergency situation such as a hurricane or other natural disaster, Univar's municipal water and wastewater accounts are given priority service over industrial customers.

Univar USA, Inc., has 124 locations across the US with thousands of trucks, 39 million gallons of bulk storage and over 10 million square feet of warehouse storage.

Our trucks are equipped with power and do not need electricity to deliver.

Our drivers are trained each year in spill control and containment, hazardous communication and modules of the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER).
References

1. County & County of San Francisco
   1 Dr. Carlton B Goodlett Place
   San Francisco, CA 94102

   Contact: Carolyn Sladnick, Senior Purchaser
   Phone: 415-554-3286; Fax: 415-487-7737

   Supply and Delivery of Bulk Sodium Hypochlorite, Caustic Soda and Sodium Bisulfite
   servicing for the past 6 years.

2. City of Pflugerville
   PO Box 589
   Pflugerville, TX 78691

   Contact: Wiley Webb, Superintendent
   Phone: 512-990-6400

   Supply and Delivery of Bulk Sodium Hypochlorite servicing for the past 2 years.

3. East Bay Mud
   PO Box
   Oakland, CA 946231

   Contact: Kelley Smith, Purchasing Supervisor
   Phone: 510-287-0355

   Supply and Delivery of Bulk Sodium Hypochlorite, Bulk Caustic Soda servicing for the
   past 6 years.

4. City of Riverside
   WTP
   San Bernardino, CA 92408

   Contact: Shiloh Rogers, Procurement & Contract Specialist
   Phone 951-826-5562

   Supply and Delivery of Sodium Hypochlorite servicing for the past 2 years.
5. BACC-Bay Area Chemical Consortium  
   Over 100 locations within Northern California

   Contact: Gemma Lathi-Administrative Analyst  
   Phone: 925-875-2398  
   Supply and Delivery of Sodium Hypochlorite, Caustic Soda, Sodium Bisulfite servicing  
   for the past 6 years.

6. City of Los Angeles  
   Los Angeles, CA

   Contact: Katherin Quinn-Procurement Supervisor  
   Phone: 310-648-5665  
   Supply and Delivery of Sodium Hypochlorite for the past 4 years

7. County Sanitation Districts of Los Angeles County  
   PO Box 7998  
   Whittier, CA 90607-4998

   Contact: Martha Mendez  
   Phone: (562) 908-4288 ext. 1423  
   For Supply and Delivery of Bulk Sodium Hydroxide (Caustic Soda) 50%, have been  
   servicing for 4 years

Over the past 6 years, Univar has participated in 100's of Municipal bids, we have listed  
the 6 projects represent our capabilities in California.

All of our operational personnel participated in making sure all delivery requirements  
were met to each customer.

Our customer service department takes care of all orders, they communicate with  
operations and the customer to make sure all requests are satisfied.

We meet 100% of our contractual obligations; any municipality that is under contract  
with Univar is serviced first if there is a shortage in the market place.
NACD Responsible Distribution Process
Code of Management Practice

Each member company shall have an active program designed to continuously improve safety and reduce incidents. This Code does not impose upon member companies any obligation to guarantee compliance by third parties, i.e., parties over whom the member companies have no control. This program shall include:

I. Risk Management

A. Senior management commitment, through policy, communications, and resources, to on-going improvements in chemical distribution safety.

B. Regular review with suppliers of the hazards of materials.

C. Identification and implementation of risk reduction measures.

II. Compliance Review and Training

A. A process for monitoring regulations and industry practices for their application to chemical distribution activities.

B. A process for implementing applicable regulations and industry practices that apply to chemical distribution activities.

C. Training for all employees in the implementation of applicable regulations, as well as member company's specific requirements.

D. A process for review of employee compliance with applicable regulations and member company's specific requirements and review of outside contractor and re-seller compliance with member company's specific requirements.

III. Carrier Selection

A. A process for selecting carriers to transport chemicals that includes carrier safety and fitness, security, regulatory compliance, and performance review.
IV. Handling and Storage

A. Procedures for ensuring that containers are appropriate for the chemical being shipped, comply with regulatory requirements, and are free from leaks and visible defects.

B. Criteria for the cleaning and re-use of transportation equipment and chemical containers, and the proper disposal of cleaning residues.

C. Procedures for loading and unloading chemicals at the member company's facilities that result in protection of personnel, a reduction in emissions to the environment, and ensures that chemicals are loaded and unloaded into and out of proper storage facilities.

D. A program for providing manufacturer guidance and information to customers, warehouses, terminals and/or carriers on procedures for loading, unloading, and/or storing chemicals.

E. A process for selecting owned and contracted facilities and sites for chemical storage or handling that emphasizes safety, fitness and includes reviews.

F. Documentation of current operating procedures for handling and storing chemicals.

G. Facility design, construction, maintenance, inspection, and security practices that promote facility integrity, consistent with recognized codes and regulations.

H. Develop a process for addressing chemical site and chemical transportation security.

I. Provisions for control of processes and equipment during emergencies resulting from natural events, utility disruptions, and other external conditions.

J. Procedures to properly label and mark packages and containers.
V. **Job Procedures and Training**

A. Identification of the skills and knowledge necessary to perform each job.

B. Establishment of procedures and work practices for safe operating and maintenance activities.

C. Training for all personnel to reach and maintain proficiency in safe work practices and the skills and knowledge necessary to perform their job, including confirmation of competence.

D. Programs designed to assure that personnel in safety critical jobs are fit for duty and are not compromised by external influences, including alcohol and drug abuse.

E. Outside Contractors: In areas where hazardous materials are present, members shall have a process in place to inform contractors of the known hazards and the emergency action plan.

VI. **Waste Management and Conservation Practices**

A. Procedures to ensure that all self-generated waste and empty containers are disposed of in a responsible manner, and in accordance with existing regulations.

B. A clear commitment by senior management through policy communications, resources, and programs to ongoing waste reductions and pollution prevention at each member facility.

C. A commitment to institute resource conservation measures.

VII. **Emergency Response and Public Preparedness**

A. A process for responding to, reporting on, and investigating chemical distribution incidents and releases involving the member company's chemicals, and implementation of appropriate preventive measures developed form that investigative process.

B. A system of internal investigation, reporting, appropriate corrective action, and follow-up for each incident and/or near miss that result or could have resulted in chemical incidents or releases.

C. Procedures for making emergency response information concerning the member company's chemicals available to response agencies.
D. Communication with state and/or local emergency planning commissions and response organizations on the potential hazards of the member company’s chemicals.

E. Annual review, testing, and assessment of the operability of the member company’s written emergency action and fire prevention plan and/or emergency response plan.

F. Facility tours for first responders to promote emergency preparedness and to provide current knowledge of facility operations.

G. Coordination of the written facility emergency response plan with the local emergency response team and other facilities. If no community plan exists, the facility should assist with efforts to create one.

H. Participation in the Local Emergency Planning Committee’s process to develop and periodically test the local emergency response plan.

VIII. Community Outreach

A. Interaction with organizations, associations, government officials and/or the public on behalf of NACD’s Responsible Distribution Process℠.

B. Information and updated forms for employees on the Responsible Distribution Process℠ to encourage key employees to become involved in community outreach efforts.

C. Advocacy of responsible public policies and regulations for chemical distribution.

IX. Product Stewardship

Customers

A. A process to qualify customers as prescribed by governmental regulation.

B. Member companies should work with customers to foster appropriate dissemination of information on the proper use, handling and disposal of products commensurate with product risk. A member may decide to cease doing business with customers whose practices are clearly inconsistent with the Responsible Distribution Process℠.
X. **Internal RDP Audits**

A. Member companies shall establish documented procedures for regularly scheduled INTERNAL AUDITS to verify the implementation of policies and procedures supporting the RDP Code of Management Practice. The audits will be used to evaluate the effectiveness of the policies and procedures. Internal Audits shall be done on a yearly basis beginning with successful completion of the Interim Verification Process.

B. Audits shall be recorded and results brought to the attention of appropriate management personnel who must take timely corrective or preventive action. Annual audit results should be retained until the next Third-party On-Site Verification is completed.

XI. **RDP Corrective and Preventive Action**

A. Member companies shall establish a CORRECTIVE AND PREVENTIVE ACTION system for RDP related issues. This system should permit the identification and communication of inadequacies or improvements in each member company’s implementation of RDP.

B. Member companies shall establish and maintain procedures for implementing corrective action and preventive actions arising from internal and external audits or other sources. Any corrective or preventive action taken to resolve the cause or RDP implementation inadequacy shall be appropriate, as determined by member company management, to the magnitude of the cause or inadequacy and commensurate with the risk involved.
XII. **RDP Document and Data Control**

A. Member companies shall establish and maintain a documented system to control all policies and procedures supporting RDP. In addition, member companies shall maintain a documented system to control the documents and data relating to RDP itself as issued by the National Association of Chemical Distributors (NACD).

B. Data includes any of the above that is electronically stored and utilized.

C. These documented procedures shall include provisions for review and approval of any new or revised policies and procedures by the authorized personnel within the member company.

D. A master list or functionally equivalent document control system identifying the current version of each document shall be established and be readily available to preclude the use of invalid and/or obsolete documents. The system shall ensure that:

Changes to documents and data shall be reviewed and approved by the same function/organization that performed the original review and approval, unless specifically designated otherwise. These functions/organizations shall have access to pertinent background information upon which to base their review and approval. Where practical, the nature of the change shall be identified in the document or appropriate attachments.
NACD Responsible Distribution Process

Guiding Principles

1. To recognize and respond to community concerns about chemicals, their handling, and transportation.

2. To make health, safety, security, and environmental considerations a priority in our planning for all existing and new operations, products, processes, and facilities.

3. To inform emergency response officials, employees, customers, and the public of manufacturer's information on chemical-related health or environmental hazards, and the manufacturer's recommendations on protective measures.

4. To work with customers, in accordance with manufacturer's recommendations, on product stewardship including handling, use, transportation, and disposal of chemical products.

5. To operate our plans and facilities in a manner that protects the health and safety of our employees, the public and the environment.

6. To cooperate in resolving problems created by past handling and disposal of hazardous chemicals.

7. To participate with government and others in creating responsible laws, regulations, and practices to help safeguard the community, workplace, and environment.

8. To promote the principles and practices of Responsible Distribution Process by sharing experiences and offering assistance to others who produce, handle, use, transport, or dispose of chemicals.
Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution Process™ (RDP), which focuses on the responsible management and distribution of chemicals.

RDP emphasizes continual improvement in the health, safety, security, and environmental performance of all NACD member companies. This includes a commitment to comply with environmental, health and safety regulations; providing critical product safety information to employees, contractors and customers; while working with local communities and neighbors to respond to their needs. RDP consists of a set of Guiding Principles and the Code of Management Practice. This Code includes 47 specific requirements, divided into twelve sections:

- Risk Management
- Compliance Review and Training
- Carrier Selection
- Handling and Storage
- Job Procedures and Training
- Waste Management & Conservation
- Emergency Response/Public Preparedness
- Community Outreach
- Product Stewardship
- Internal RDP Audits
- RDP Corrective & Preventive Action
- RDP Document & Data Control

A key requirement of RDP and a condition of membership in NACD is verification of members' RDP policies and procedures by a third-party firm. Univar received the first Third-Party verification in 1995 and received a compliance certificate. We were re-certified in 2000 and again in 2004.

Univar maintains a leadership position in NACD, and remains firmly committed to the Responsible Distribution Process and its objective of promoting continual improvement in chemical handling and distribution.

NACD
Responsible Distribution Process
I. INTRODUCTION

(A) Scope

Univar USA Inc. (UNIVAR) is committed to conducting its operations in a manner that minimizes the risk to the safety and health of our employees, customers, the public and the environment.

(B) Purpose

This Injury & Illness Prevention Program (IIPP) has been developed by UNIVAR for its employees who may be exposed to general and/or chemical hazards. This program meets the requirements of Senate Bill 198 enacted under California Labor Code Section 6401.7 and the General Industry Safety Orders Section 3203.

This IIPP represents only a portion of UNIVAR's Safety and Environmental Program. The program includes several written programs and manuals such as the Operating Standards Manual, Emergency Contingency Plan, Risk Management Program, Process Safety Management Program, Hazard Communication Program, Respiratory Protection Program, Confined Space Entry Program, Lock Out/Tag Out Program, Hot Work Program and Documentation Manual. The IIPP is not intended to be a standalone program but rather a supplement to all of the other current programs. The primary functions of this program are to inform employees of the regulation, highlight areas of occupational hazards, direct them to the proper means of minimizing the identified hazards and define the lines of communication between employees and management.

This IIPP is available for review by employees, government agencies, vendors, contractors or any other parties who have a need to examine the Program. The Program includes:
**Univar Solutions USA Inc.**

**Safety Information**

<table>
<thead>
<tr>
<th>Employer Information:</th>
<th>Name, address, telephone number, type of business and main activity.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator Information:</td>
<td>Person with the authority and responsibility to administer the program.</td>
</tr>
<tr>
<td>Safety &amp; Health Hazard Evaluation:</td>
<td>A two step process which includes job classification and occupational hazard analysis.</td>
</tr>
<tr>
<td>Standard Operating Procedures/Operating Standards:</td>
<td>Programs and procedures necessary to ensure employee safety and health in every aspect of their job.</td>
</tr>
<tr>
<td>Inspection Program:</td>
<td>Inspections are conducted: (1) when the IIIP is first established; (2) whenever new substances, processes, procedures, or equipment are introduced into the workplace; (3) whenever a new or previously unrecognized hazard is identified; (4) when occupational injuries or illnesses occur; and (5) whenever workplace conditions warrant an inspection. Scheduled daily, weekly and monthly inspections.</td>
</tr>
<tr>
<td>Training Program:</td>
<td>Employees receive initial, refresher and ongoing training as required.</td>
</tr>
<tr>
<td>Communication:</td>
<td>Provides a means to instruct employees on the hazards associated with each job classification; ensure employees' compliance with standard operating procedures and safe work practices; encourage employees to participate in the safety program and identify areas of concern and/or hazards.</td>
</tr>
<tr>
<td>Safety Award Program:</td>
<td>Company program that encourages and rewards employees for working safely.</td>
</tr>
</tbody>
</table>
Univar Solutions USA Inc.
Safety Information

Progressive Disciplinary Action Policy: Company policy that disciplines employees that do not perform their job functions according to established policies, procedures and guidelines. These policies, procedures and guidelines have been developed to establish a safe working environment for all of our employees and any deviation from them will not be tolerated.

Recordkeeping Requirements: Includes this written program; hazard analysis; the OSHA 300 Log; Standard Operating Procedures; inspections; training; meeting records and disciplinary actions for a period of time prescribed

Program Reviews: Review and assess this and other company programs as required to ensure their effectiveness and applicability.
UNIVAR'S SECURITY PROGRAM

As a distributor of industrial chemicals and solvents, a responsible distribution member of the National Association of Chemical Distributors, and an active member of the communities we serve, Univar USA Inc. has long had policies and procedures in place to ensure the security of our products, facilities, employees and communities. On March 25th 2003, the Department of Transportation (DOT) enacted HM-232 to address concerns regarding the security of hazardous materials during transportation. The following summary outlines the major provisions of Univar's Security Program as it pertains to the safety and security of our products, facilities, employees and communities as well as DOT's security regulations.

SECURITY / VULNERABILITY ASSESSMENT

Due to the hazardous nature of the chemicals we manage and distribute, Univar constantly assesses its security and vulnerability concerning internal or external threats that could potentially disrupt operations or harm our employees, communities or the environment. Univar's security program addresses the following potential sources of loss or disruption:

- Theft, vandalism, and break-ins
- Theft of confidential business information
- Sabotage of equipment, utilities, and records
- Product contamination and tampering
- Bomb threats
- Civil unrest disrupting plant access and operations
- Workplace violence and assaults

Additionally, Univar has developed a risk-based matrix to identify areas of concern and has taken steps to address those areas of concern.

PERSONNEL SECURITY

Personnel security begins with hiring qualified employees. Univar has established policies and procedures to ensure we hire and maintain qualified employees. These policies and procedures include, but are not limited to:

- Pre-employment background checks
- Pre-employment and random drug tests for drivers and warehouse staff
- Policy on "Standards of Conduct" policy (included in the Employee Handbook)
- Policy on "Confidential Information" policy (included in the Employee Handbook)
- Checkout procedures for terminating employees
- Referral of illegal or criminal activities to law enforcement
UNAUTHORIZED ACCESS

Univar has established minimum facility security guidelines that each facility must implement and adhere to. Those minimum guidelines include but are not limited to:

- Perimeter and warehouse security
- Equipment security
- Access controls for production areas, warehouses, utility facilities, and offices
- Signs to direct visitors and vehicles to the appropriate entry points
- Visitor control

Univar employees have been trained to question unescorted person(s) within the operating areas, and to be watchful for unusual activity on company property or in the immediate surrounding areas.

FDA REGULATED PRODUCTS

The security of FDA regulated products falls within the overall facility security plan which complies with the various federal regulations governing chemical security, including the DOT and the Department of Homeland Security (DHS).

All FDA regulated products have tamper-evident seals or caps on the containers, including rail tank cars, tank trucks, intermediate bulk containers (IBCs), drums and pails. The use of tamper evident seals provides a mechanism for the warehousemen, driver and/or customer to identify potential tampering with the container.

In addition, all FDA regulated products are lot controlled. The lot number on the container is cross-referenced with the lot number on the bill of lading before delivery to the customer.

For FDA regulated products packaged/transferred at Univar USA facilities, all of the hoses and other devices used during the product transfer process are secured at the end of the packaging process by various means.

All inbound and outbound shipments of these products are inspected to assure they are properly packaged, labeled and have tamper evident seals in place.
SECURITY ASSESSMENT / EVALUATION

All facilities undergo periodic security review to evaluate the integrity and effectiveness of their security policies, procedures and systems.

RESPONSIBILITIES

Each Univar facility has designated an employee, and an alternate, as the site security coordinator. This person(s) will be responsible for performing the following security management functions:

- Prepare and implement a site security program consistent with the requirements herein
- Establish relationships with law enforcement and emergency response agencies
- Manage Incident reporting procedures, conduct incident investigations, and if necessary, conduct investigations into breaches of company security policy
- Train employees about security awareness
- Address security issues in an emergency, crisis management planning and execution
- Periodically reassess the facility’s site security program

TRAINING

Employees receive training regarding this security program and its implementation. Training will address the following items:

- Company security objectives
- Specific security procedures:
  - Product integrity
  - Personnel security
  - Facility security
  - En-route security
- Employee responsibilities

EN ROUTE SECURITY

Univar trucks are clearly marked with Univar’s name and address on the cab doors. Products and routes will be evaluated to assess the security risks. Measures will be taken to secure hazardous cargo while in transit.
COMMON CARRIER EVALUATION

In addition to the above security measures, Univar has taken steps to verify our common carriers' compliance with DOT's HM-232 rules. Each common carrier has been asked to certify their security compliance with regards to HM-232.

Should you have any questions regarding any of the items noted in this security program summary, please feel free to contact your local Univar representative or myself at (425) 889-3776.

Respectfully,

[Signature]

Ed Higbee
Director – Regulatory, Health & Safety
1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Company Identification: K2 Pure Solutions, L.P.
260 Queen Street West, 4th Floor
Toronto, Ontario M5V 1Z8
Canada
Telephone: (647) 436-7873
Facsimile: (647) 436-0063

24 Hour Emergency Telephone Number: (925) 948-8090

Synonyms: Liquid caustic soda, Soda lye, Lye, Caustic

Product Use: Neutralizing agent, industrial cleaner, pulping and bleaching, soap manufacturing

2. HAZARDS IDENTIFICATION

GHS Classification

Human Health Hazards

- Skin corrosion/irritation Category 1
- Serious eye damage/eye irritation Category 1
- Specific target organ toxicity - Single exposure Category 1 (respiratory system)

Environmental Hazards

- Acute toxicity to the aquatic environment Category 3

Label Elements

Pictogram and Symbol:

Signal Word: Danger

K2 Pure Solutions
Sodium Hydroxide, 50% Solution, Membrane Grade
Hazard Statement:

- Causes severe skin burns and eye damage
- Causes serious eye damage
- Causes damage to respiratory system
- Harmful to aquatic life

Precaution:

**Prevention**

- Do not breathe dust or mist.
- Wash hands thoroughly after handling.
- Do not eat, drink or smoke when using this product.
- Avoid release to the environment
- Wear protective gloves/protective clothing/eye protection/face protection.

**Response**

- **IF SWALLOWED:** Rinse mouth. Do NOT induce vomiting.
- **IF ON SKIN** (or hair): Immediately take off all contaminated clothing. Rinse skin with water/shower.
- **IF INHALED:** Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.
- **IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician.
- Wash contaminated clothing before reuse.

**Storage**

- Store in a secure area

**Disposal**

- Dispose of contents/container in accordance with local/regional/national/international regulations.

3. COMPOSITION / INFORMATION ON INGREDIENTS

<table>
<thead>
<tr>
<th>Component</th>
<th>Percentage</th>
<th>CAS Number</th>
</tr>
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<tbody>
<tr>
<td>Sodium hydroxide</td>
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<td>1310-73-2</td>
</tr>
<tr>
<td>Water</td>
<td>50%</td>
<td>7732-18-5</td>
</tr>
</tbody>
</table>
4. FIRST AID MEASURES

**EYE CONTACT:** Immediately flush eyes with a directed stream of water for at least 15 minutes, forcibly holding eyelids apart to ensure complete irrigation of all eye and lid tissues. Washing eyes within several seconds is essential to avoid permanent, irreversible tissue damage. **GET MEDICAL ATTENTION IMMEDIATELY.**

- Causes serious eye damage (Serious eye damage/eye irritation Category 1)

**SKIN CONTACT:** Take off immediately all contaminated clothing. Rinse skin with water/shower. Remove contaminated clothing, jewelry, and shoes immediately. Thoroughly clean and dry contaminated clothing before reuse. Discard footwear which cannot be decontaminated. **GET MEDICAL ATTENTION IMMEDIATELY.**

- Causes severe skin burns and eye damage (Skin corrosion/irritation Category 1)

**INHALATION:** Remove victim to fresh air and keep at rest in a position comfortable for breathing. **GET MEDICAL ATTENTION IMMEDIATELY.**

- Causes damage to respiratory system (Specific target organ toxicity - Single exposure Category 1 (respiratory system)

**INGESTION:** Rinse mouth. Do NOT induce vomiting. If vomiting occurs spontaneously, keep airway clear. **GET MEDICAL ATTENTION IMMEDIATELY.**

- Please refer to "11 Toxicological information" in detail.

5. FIRE-FIGHTING MEASURES

**Fire Hazard:** Not combustible. Contact with moisture or water may generate sufficient heat to ignite combustible substances.

**Extinguishing Media:** In case of fire in surrounding areas, use extinguishing media appropriate for the type of fire.

**Fire Fighting:** Wear an approved positive pressure self-contained breathing apparatus operated in pressure demand mode. Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion byproducts. Stay upwind and keep out of low areas.

**Sensitivity to Mechanical Impact:** Not sensitive.

**Sensitivity to Static Discharge:** Not sensitive.

**Flash point:** Not flammable

**Hazardous Combustion Products:** Sodium oxide fumes
6. ACCIDENTAL RELEASE MEASURES

Spills, Leaks, or Releases:

- Restrict access to area until completion of clean up. Ensure trained personnel conduct clean up. Ventilate area.
- Wear adequate personal protective equipment (see Section 8). Do not touch spilled material.
- Prevent entry into sewers or waterways.
- Land spill of sodium hydroxide: Solutions should always be contained by diking with an inert material, such as sand or earth. Solutions can be recovered or carefully diluted with water and cautiously neutralized with acids such as acetic acid or hydrochloric acid.
- Water spill: Neutralize with dilute acid.
- Comply with Federal, Provincial/State and local regulations on reporting releases.

Deactivating Chemicals: Weak acid solutions (acetic, hydrochloric or sulfuric acid)

Waste Disposal Methods: Dispose of waste material at an approved waste treatment/disposal facility in accordance with applicable regulations. Do not dispose of waste with normal garbage or to sewer systems.

Note:
- Clean-up material may be a RCRA hazardous waste on disposal.
- Spills are subject to CERCLA reporting requirements: $RQ = 1000 \text{ lbs. (454 kg)}$

7. HANDLING AND STORAGE

Precautions: EXTREMELY CORROSIVE! Have emergency equipment (for fires, spills, leaks, etc) readily available. Ensure all containers are labeled. Wear appropriate Personal Protective Equipment (refer to Section 8). People working with this chemical should be properly trained regarding its hazards and its safe use.

Handling Procedures: Use smallest possible amounts in designated areas with adequate ventilation. Keep containers closed when not in use. Empty containers may contain hazardous residues. Avoid generating mists. Transfer solutions using equipment, which is corrosion-resistant. Cautiously, transfer into sturdy containers made of compatible materials. Never return contaminated material to its original container. Considerable heat is generated when diluted with water. Proper handling procedures must be followed to prevent vigorous boiling, splattering or violent eruption of the diluted solution. Never add water to a sodium hydroxide solution. ALWAYS ADD SODIUM HYDROXIDE TO WATER and provide agitation. When mixing with water, stir small amounts in slowly. Use cold water to prevent excessive heat generation.

Storage Conditions: Store in a cool, dry, well-ventilated area. Keep containers tightly closed when not in use and when empty. Protect from damage. Store away from incompatible materials such as strong acids, nitroaromatic, nitrosoaromatic, or organohalogen compounds. See Section 10 for Incompatibles. Use corrosion-resistant structural materials and lighting and ventilation systems in the storage area. Containers made of nickel alloys are preferred. Steel containers are acceptable if temperatures are not elevated. Nickel is the preferred metal for handling this product. Plastics or plastic-lined steel, or FRP tanks of Derakane vinyl ester resin may be suitable. Container contents may develop pressure after prolonged storage. Drums may need to be vented. Only trained personnel should immediately perform venting.
Storage Temperature: Avoid freezing. Do not expose sealed containers to temperatures above 40°C (104°F).

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Regulatory Exposure limit(s):

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<tr>
<th>Component</th>
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<th>OSHA Final PEL STEL</th>
<th>OSHA Final PEL Ceiling</th>
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<td>1310-73-2</td>
<td>2 mg/m³</td>
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</table>

OSHA: United States Occupational Safety and Health Administration; PEL: Permissible Exposure Limit; TWA: Time Weighted Average; STEL: Short Term Exposure Limit

Non-Regulatory Exposure Limit(s):
- The Non-Regulatory United States Occupational Safety and Health Administration (OSHA) limits shown in the table are the Vacated 1989 PEL’s (vacated by 58 FR 35338, June 30, 1993).
- The American Conference of Governmental Industrial Hygienists (ACGIH) is a voluntary organization of professional industrial hygiene personnel in government or educational institutions in the United States.

The ACGIH develops and publishes recommended occupational exposure limits each year called Threshold Limit Values (TLVs) for hundreds of chemicals, physical agents, and biological exposure indices.

<table>
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<th>Component</th>
<th>CAS Number</th>
<th>ACGIH Full Shift TWA</th>
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<th>ACGIH Ceiling</th>
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<th>OSHA STEL (Vacated)</th>
<th>OSHA Ceiling (Vacated)</th>
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<td>0.2 mg/m³</td>
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<td>2 mg/m³</td>
<td>----</td>
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<td>2 mg/m³</td>
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</tbody>
</table>

ENGINEERING CONTROLS: Use closed systems when possible. Provide local exhaust ventilation where vapor or mist may be generated. Ensure compliance with applicable exposure limits.

PERSONAL PROTECTIVE EQUIPMENT:

Eye Protection: Wear chemical safety goggles with a face shield or chemical splash hood. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

Skin and Body Protection: Wear chemical resistant clothing and rubber boots when potential for contact with the material exists. Contaminated clothing should be removed, then discarded or laundered.

Hand Protection: Wear appropriate chemical resistant gloves

Protective Material Types: Natural rubber, Neoprene, Nitrile, Polyvinyl chloride (PVC)

Respiratory Protection:

<table>
<thead>
<tr>
<th>Component</th>
<th>Immediately Dangerous to Life / Health (IDLH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodium Hydroxide</td>
<td>10 mg/m³ IDLH</td>
</tr>
</tbody>
</table>

K2 Pure Solutions
Sodium Hydroxide, 50% Solution, Membrane Grade
Page 5 of 9
Up to 10 mg/m³: Supplied Air Respirator (SAR) operated in a continuous-flow mode, eye protection needed; or full face-piece respirator with high-efficiency particulate filter(s); or powered air-purifying respirator with dust and mist filter(s), eye protection needed; or full face-piece Self-Contained Breathing Apparatus (SCBA); or full face-piece SAR.

Emergency or Planned Entry into Unknown Concentrations or IDLH Conditions: Positive pressure, full face-piece SAR; or positive pressure, full face-piece SAR with an auxiliary positive pressure SAR.

ESCAPE: Full face-piece respirator with high-efficiency particulate filter(s); or escape-type SCBA.

9. PHYSICAL AND CHEMICAL PROPERTIES

Alternate Name(s): Caustic soda liquid 50%, Soda lye, Lye, Liquid Caustic, Sodium Hydrate

Chemical Name: Sodium hydroxide

Chemical Family: Alkali hydroxide

Molecular Formula: NaOH

Molecular Weight: 40.01

Physical State and Appearance: Clear-to-slightly turbid liquid

Odor: Odorless

pH: 14.0 (Aqueous solution: 5%)

Vapor Pressure: 0.2 kPa (1.5 mm Hg) at 20°C (68°F) (50% solution)

Vapor Density (Air = 1): Not applicable

Boiling Point: 140°C (284°F) (50% solution)

Freezing Point: 12°C (53.6°F) (50% solution)

Solubility (Water): Soluble in all proportions

Specific Gravity: 1.53 (50% solution) 15.5°C (60°F)

Evaporation Rate: Not applicable

Viscosity (cp): 78.3 at 20°C (68°F)

Bulk Density (lbs/cu ft): 95.5

Coefficient of Oil/Water Distribution: Essentially zero
10. STABILITY AND REACTIVITY

Chemical Stability: Stable at room temperature.

**Hazardous Decomposition Products:** Thermal decomposition: sodium oxide fumes

**Conditions to Avoid:** Water. Keep away from incompatibles.

**Incompatibility with other Substances:** Sodium hydroxide reacts vigorously, violently or explosively with many organic and inorganic chemicals, such as strong acids, nitroaromatic, nitroparaffin and organohalogen compounds, glycols and organic peroxides. Reacts violently with water generating significant heat and dangerously spattering corrosive sodium hydroxide. Violently polymerizes acetaldehyde, acrolein or acrylonitrile. Produces flammable and explosive hydrogen gas if it reacts with sodium tetrahydroborate or certain metals such as aluminum, tin, or zinc. Can form spontaneously flammable chemicals upon contact with 1,2-dichloroethylene, trichloroethylene or tetrachloroethane. Can produce carbon monoxide upon contact with solutions of sugars, such as fructose, lactose and maltose.

**Corrosivity to Metals:** Corrosive to aluminum, tin, zinc, copper, and most alloys in which they are present including brass and bronze. Corrosive to steel at elevated temperatures above 40°C (104°F).

**Stability and Reactivity Comments:** Slowly attacks glass at room temperature.

**Hazardous Polymerization:** Will not occur. However, it can induce hazardous polymerization of acetaldehyde, acrolein, and acrylonitrile.

11. TOXICOLOGICAL INFORMATION

For more toxicological information, refer to Section 3.

**TOXICOLOGICAL DATA:**

Toxicological Data: Sodium hydroxide

*Toxicity data:* LDLo - Lowest published lethal dose oral rabbit 500 mg/kg; LD50 intraperitoneal mouse 40 mg/kg

*Irritation data:* Standard Draize Tests: 500 mg/24 hour(s) skin-rabbit severe; 400 µg eyes-rabbit mild; 1 percent eyes-rabbit severe;

**Mutagenicity:** There is no evidence of mutagenic potential.

**Reproductive Effects:** No information is available.

**Teratogenicity and Fetotoxicity:** No information is available.

**Synergistic Materials:** No information is available.

**Skin and Respiratory Sensitization:** No information is available.

**Irritancy:** Strong eye and skin irritant.
12. ECOLOGICAL INFORMATION

Ecotoxicological Information:

LC100 Cyprinus Carpio 180 ppm/24 hr @ 25°C (77°F)
TLm mosquito fish 125 ppm/96 hr (fresh water);
TLm Bluegill 99 mg/L/48 hr (tap water)

Persistence and Degradation: Degrades readily by reacting with natural carbon dioxide in the air. Does not bioaccumulate.

13. DISPOSAL CONSIDERATIONS

Review federal, state and local government requirements prior to disposal.

Do not dispose of waste with normal garbage, or to sewer systems.

Whatever cannot be saved for recovery or recycling, including containers, should be managed in an appropriate and approved waste disposal facility. Processing, use or contamination of this product may change the waste management options.

RCRA: Test waste material for corrosivity, D002, prior to disposal.

14. TRANSPORT INFORMATION

Shipping Name: Sodium hydroxide, solution

Hazard Class/Division: 8

Identification No. : UN1824

Packing Group: II

Reportable Quantity: RQ: 1000 lbs. (454 kg)

ERAP: Not Applicable

ATA/ICAO Shipping Description: UN1824, Sodium hydroxide solution, Class 8, PG II is accepted for air transport.

15. REGULATORY INFORMATION


SARA Regulations sections 313 and 40 CFR 372: No
Sara Hazard Categories, SARA Sections 311/312 (40 CFR 370.2):
   Acute: Yes
   Chronic: No
   Fire: No
   Reactive: Yes
   Sudden Release: No

CERCLA Section 103 (40 CFR 302.4): Yes

Reportable Quantity (RQ) under CERCLA: 1000 lbs. (454 kg)

TSCA Inventory Status: Yes

This product does not contain nor is it manufactured with ozone depleting substances.

16. OTHER INFORMATION

Prepared by: K2 Pure Solutions

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<tr>
<th></th>
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<tr>
<td>Special Hazards</td>
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IMPORTANT:

THIS INFORMATION IS DRAWN FROM RECOGNIZED SOURCES BELIEVED TO BE RELIABLE. K2 PURE SOLUTIONS MAKES NO GUARANTEEES NOR ASSUMES ANY LIABILITY IN CONNECTION WITH THIS INFORMATION. THE USER SHOULD BE AWARE OF CHANGING TECHNOLOGY, RESEARCH, REGULATIONS AND ANALYTICAL PROCEDURES THAT MAY REQUIRE CHANGES HEREIN. THE ABOVE DATA IS SUPPLIED ON THE CONDITION THAT PERSONS WILL EVALUATE THIS INFORMATION AND THEN DETERMINE ITS SUITABILITY FOR THEIR USE.
CERTIFICATE OF ANALYSIS

Univar Solutions
850 West 800 South
Salt Lake City, UT 84104
PH 801-328-1112
FAX 801-933-5128
www.univarsolutions.com

DATE: 01/15/2020

PRODUCT: Sodium Hydroxide 60%
PRODUCT GRADE: Membrane
UNIVAR SOLUTIONS PRODUCT CODE: 745655

UNIVAR SOLUTIONS LOT NUMBER: SL618423

TEST RESULTS SPECIFICATIONS
VISUAL PASS CLEAR/CLEAN FREE OF SUSPENDED PARTICLES
COLOR PASS COLORLESS
SPECIFIC GRAVITY AT 68F 1.530 MIN 1.478 – MAX 1.540
NaOH CONCENTRATION 49.347% 48% - 52%

Univar Solutions
(Signature)
Tofu Lelataua
Operations Support Coordinator

Note: (Comments as needed)

Please consult the SDS for further information.

Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at www.univarsolutions.com or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product.
CERTIFICATE OF ANALYSIS
Caustic Soda 50%
Membrane Grade
TANK 20013
IMTT
Richmond, CA

<table>
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<tr>
<th>Property</th>
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Effective Date: 2/20/2020
Replaces: 9/27/2019

Testing Company: Intertek
Survey Number: US410-0018655
Shipment Information: Argent Iris V.2001 (PO402234)
Lot Number: 11-833072
Manufacturer: FPC Taiwan

ANSI/NSF Standard 60
Drinking Water Treatment Additives72SN
Maximum Use Level: 100 mg/L (50% Sodium Hydroxide)
Maximum Use Level: 165 mg/L (30% Sodium Hydroxide)
Maximum Use Level: 200 mg/L (25% Sodium Hydroxide)
Maximum Use Level: 250 mg/L (20% Sodium Hydroxide)
Maximum Use Level: 333 mg/L (15% Sodium Hydroxide)
This product is Kosher certified
**This product meets the test requirements of the Food Chemicals Codex (FCC), latest edition monogram**

Consult the SDS for additional information.
All information is based on data obtained from the manufacturer or other recognized technical sources. The information is believed to be accurate. Univar USA Inc. ("Univar") makes no representation or warranty, express, or implied, concerning the accuracy or sufficiency of the information. Univar is not liable for any damages resulting from the use or non-use of the information. All transactions involving this Product are subject to Univar’s Standard Terms and Conditions, available at www.univarusa.com or upon request. Univar makes no additional representations or warranties, express or implied, as to the Product.

QA 6.20 x 4: 8/19/2015
The Public Health and Safety Organization

**NSF Product and Service Listings**

These NSF Official Listings are current as of **Thursday, October 01, 2020** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar&ChemicalName=Sodium+Hydroxide&

---

**NSF/ANSI/CAN 60**
**Drinking Water Treatment Chemicals - Health Effects**

---

**Univar Canada Ltd.**
9800 Van Horne Way
Richmond, BC V6X 1W5
Canada
604-273-1441

**Facility** : Edmonton, Alberta, Canada

**Sodium Hydroxide**

**Trade Designation**

**Product Function**

**Max Use**

- Caustic Soda 25% Solution: Corrosion & Scale Control
  pH Adjustment
  200mg/L

- Caustic Soda 50% Solution: Corrosion & Scale Control
  pH Adjustment
  100mg/L

- Caustic Soda Solution 50%, Commercial Grade: Corrosion & Scale Control
  pH Adjustment
  100mg/L

- Caustic Soda Solution 50%, Membrane Grade: Corrosion & Scale Control
  pH Adjustment
  100mg/L

- Sodium Hydroxide 25% Solution: Corrosion & Scale Control
  pH Adjustment
  200mg/L

- Sodium Hydroxide 50% Solution: Corrosion & Scale Control
  pH Adjustment
  100mg/L

**NOTE:** Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.
**Facility:** North Vancouver, British Columbia, Canada

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th><strong>Trade Designation</strong></th>
<th><strong>Product Function</strong></th>
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NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

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**Facility:** Richmond, British Columbia, Canada

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<th><strong>Trade Designation</strong></th>
<th><strong>Product Function</strong></th>
<th><strong>Max Use</strong></th>
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</thead>
<tbody>
<tr>
<td>Caustic Soda 25% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
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</tr>
<tr>
<td>Caustic Soda 50% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
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</tr>
<tr>
<td>Vanblend Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
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<tr>
<td>Vanblend LP 1422 (Caustic Soda 25% Solution)</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
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**Facility:** Sturgeon County, Alberta, Canada

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<tbody>
<tr>
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<td>Corrosion &amp; Scale Control</td>
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<tr>
<td>Caustic Soda 50%, Commercial Grade</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
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</tr>
<tr>
<td>Caustic Soda 50%, Membrane Grade</td>
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<td>100mg/L</td>
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http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar&TradeNa...
Corrosion & Scale Control  
**pH Adjustment**  
**Max Use**  
Sodium Hydroxide 50% Solution  
100mg/L

**NOTE:** Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

**Facility:** Valleyfield, Québec, Canada

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<th>Max Use</th>
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<tr>
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<td>CAUSTIC SODA 50%, MEMBRANE</td>
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<td>Caustic Soda 25% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
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<tr>
<td></td>
<td>Caustic Soda 30% Solution</td>
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<td>Caustic Soda 50% - Diaphragm</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
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<td></td>
<td>Caustic Soda 50% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
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<tr>
<td></td>
<td>Sodium Hydroxide 30% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>333mg/L</td>
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<tr>
<td></td>
<td>Sodium Hydroxide 50% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
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**Facility:** Winnipeg, Manitoba, Canada

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<tbody>
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<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
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<td>Caustic Soda 25%, Commercial Grade</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
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<td>Caustic Soda 25%, Membrane Grade</td>
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<td>100mg/L</td>
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<td>Function</td>
<td>Max Use</td>
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<td>Caustic Soda Solution 50%, Membrane Grade</td>
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<tr>
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<tr>
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<td>100mg/L</td>
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**Univar Solutions USA Inc. DBA Univar USA Inc.**
3075 Highland Parkway
Suite 200
Downers Grove, IL 60515
United States
425-889-3400

**Facility: # 1 Distribution Center - Richmond, CA**

**Sodium Hydroxide**

<table>
<thead>
<tr>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
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<tbody>
<tr>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
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<tr>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
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<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 15%</td>
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<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
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</tbody>
</table>

**NOTE:** Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility: # 1 St. Louis, MO**

**Sodium Hydroxide**

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<th>Trade Designation</th>
<th>Product Function</th>
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</thead>
<tbody>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
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<td>100mg/L</td>
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</table>

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar&TradeNa...
Corrosion & Scale Control
pH Adjustment
Sodium Hydroxide 50%

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: # 1 Chattanooga, TN

Trade Designation | Product Function | Max Use
--- | --- | ---
Caustic Soda 20% | Corrosion Control pH Adjustment | 250mg/L
Caustic Soda 25% | pH Adjustment Corrosion & Scale Control | 200mg/L
Caustic Soda 50% | Corrosion Control pH Adjustment | 100mg/L
Sodium Hydroxide 20% | Corrosion Control pH Adjustment | 250mg/L
Sodium Hydroxide 25% | pH Adjustment Corrosion & Scale Control | 200mg/L
Sodium Hydroxide 50% | Corrosion Control pH Adjustment | 100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: # 2 St. Louis, MO

Trade Designation | Product Function | Max Use
--- | --- | ---
Caustic Soda 20% | Corrosion & Scale Control pH Adjustment | 250mg/L
Caustic Soda 25% | pH Adjustment Corrosion & Scale Control | 200mg/L
Caustic Soda 30% Solution | Corrosion & Scale Control pH Adjustment | 165mg/L
Caustic Soda 50% Solution | pH Adjustment Corrosion & Scale Control | 100mg/L
Sodium Hydroxide | Corrosion & Scale Control pH Adjustment | 100mg/L
Sodium Hydroxide - 50% | Corrosion & Scale Control pH Adjustment | 100mg/L
Sodium Hydroxide 20% | Corrosion & Scale Control pH Adjustment | 250mg/L
### Facility: # 2 Distribution Center - Toledo, OH

<table>
<thead>
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<th>Sodium Hydroxide 25%</th>
<th>Product Function</th>
<th>Max Use</th>
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</thead>
<tbody>
<tr>
<td>Corrosion &amp; Scale Control</td>
<td></td>
<td>200mg/L</td>
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<tr>
<td>pH Adjustment</td>
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### Facility: Distribution Center - Phoenix 27th Ave., AZ

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### Facility: North Little Rock, AR

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**Facility:** Distribution Center - Santa Fe Springs, CA

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<tbody>
<tr>
<td>Caustic Soda 15%</td>
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<td>Caustic Soda 20%</td>
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<tr>
<td>Caustic Soda 32%</td>
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<td>Sodium Hydroxide 32%</td>
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**Facility:** Distribution Center - Wilmington, CA

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<tr>
<td>Caustic Soda 3%</td>
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**Facility:** Redwood City, CA

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<tr>
<td>Sodium Hydroxide 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 33%</td>
<td>pH Adjustment</td>
<td>152mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar&TradeNa...
NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility : Visalia, CA**

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 15%</td>
<td>pH Adjustment</td>
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<tr>
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<td>pH Adjustment</td>
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<tr>
<td></td>
<td>Sodium Hydroxide 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
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<tr>
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<td>165mg/L</td>
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<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
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</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility : Denver, CO**

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
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<tr>
<td></td>
<td>Caustic Soda 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
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<tr>
<td></td>
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<td></td>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
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</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility : Distribution Center - Jacksonville Contanda Terminal, FL**

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Caustic Soda 15%</td>
<td>Corrosion &amp; Scale Control</td>
<td>333mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 20%</td>
<td>Corrosion &amp; Scale Control</td>
<td>250mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 25%</td>
<td></td>
<td>200mg/L</td>
</tr>
</tbody>
</table>
Corrosion & Scale Control
pH Adjustment
165mg/L

Corrosion & Scale Control
pH Adjustment
100mg/L

Corrosion & Scale Control
pH Adjustment
333mg/L

Corrosion & Scale Control
pH Adjustment
250mg/L

Corrosion & Scale Control
pH Adjustment
200mg/L

Corrosion & Scale Control
pH Adjustment
165mg/L

Corrosion & Scale Control
pH Adjustment
100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Tampa, FL

Sodium Hydroxide

Trade Designation

Product Function

Max Use

Caustic Soda 20%

Corrosion & Scale Control

250mg/L

Caustic Soda 25%

Corrosion & Scale Control

200mg/L

Caustic Soda 50%

Corrosion & Scale Control

100mg/L

Sodium Hydroxide 20%

Corrosion & Scale Control

250mg/L

Sodium Hydroxide 25%

Corrosion & Scale Control

200mg/L

Sodium Hydroxide 50%

Corrosion & Scale Control

100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Brunswick, GA

Sodium Hydroxide

Trade Designation

Product Function

Max Use

Caustic Soda 15%

pH Adjustment

333mg/L

Caustic Soda 20%

Corrosion & Scale Control

250mg/L

Caustic Soda 25%

Corrosion & Scale Control

200mg/L

Caustic Soda 30%

Corrosion & Scale Control

165mg/L

pH Adjustment

pH Adjustment

pH Adjustment

pH Adjustment

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar&TradeNa...
### Facility: Distribution Center - Dallas, GA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sodium Hydroxide 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

**NOTE:** Only products bearing the "NSF 60" designation are Certified by NSF International.

### Facility: Distribution Center - Savannah, GA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 15%</td>
<td>Corrosion &amp; Scale Control</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>Corrosion &amp; Scale Control</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>Corrosion &amp; Scale Control</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

**NOTE:** Only products bearing the "NSF 60" designation are Certified by NSF International.
### Facility: Norcross, GA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 20%</td>
<td>Corrosion &amp; Scale Control, pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control, pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 32%</td>
<td>Corrosion Control, pH Adjustment</td>
<td>156mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion Control, pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 20%</td>
<td>Corrosion &amp; Scale Control, pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 25%</td>
<td>Corrosion &amp; Scale Control, pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 30-49%</td>
<td>Corrosion Control, pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 32%</td>
<td>Corrosion Control, pH Adjustment</td>
<td>156mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td>Corrosion Control, pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Weak Caustic</td>
<td>Corrosion Control, pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are NSF Certified.

### Facility: Bedford Park, IL

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.
Caustic Soda 25%  pH Adjustment  200mg/L  
Caustic Soda 30%  pH Adjustment  165mg/L  
Caustic Soda 15%  pH Adjustment  333mg/L  

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility**: Distribution Center - Lemont, IL

**Sodium Hydroxide**

<table>
<thead>
<tr>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
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<tr>
<td>Sodium Hydroxide 17%</td>
<td>pH Adjustment</td>
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<tr>
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<td>165mg/L</td>
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<tr>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility**: Distribution Center - Sauget, IL

**Sodium Hydroxide**

<table>
<thead>
<tr>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 20%</td>
<td>Corrosion &amp; Scale Control</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>
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**Facility: Distribution Center - Sergeant Bluff, IA**

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

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**Facility: Kansas City, KS**

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
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<tbody>
<tr>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
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<tr>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 90%</td>
<td>pH Adjustment</td>
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<tr>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
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</table>

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**Facility: Geismar Highway 75, LA**

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
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</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility: Baltimore, MD**
<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 10%</td>
<td>Corrosion &amp; Scale Control</td>
<td>500mg/L</td>
</tr>
<tr>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>Corrosion &amp; Scale Control</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>Corrosion &amp; Scale Control</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 35%</td>
<td>pH Adjustment</td>
<td>143mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 10%</td>
<td>Corrosion &amp; Scale Control</td>
<td>500mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 20%</td>
<td>Corrosion &amp; Scale Control</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
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<tr>
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<td>Corrosion &amp; Scale Control</td>
<td>165mg/L</td>
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<td>Sodium Hydroxide 35%</td>
<td>pH Adjustment</td>
<td>143mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

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Facility: St. Paul Westway Terminal, MN

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar&TradeNa...
NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility**: St. Paul Terrace Court, MN

<table>
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<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>Corrosion &amp; Scale Control</td>
<td>165mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>NaOH 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
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<td>NaOH 30%</td>
<td>Corrosion &amp; Scale Control</td>
<td>165mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>NaOH 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
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<tr>
<td>Sodium Hydroxide 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
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</tr>
<tr>
<td>Sodium Hydroxide 30%</td>
<td>Corrosion &amp; Scale Control</td>
<td>165mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
</tbody>
</table>

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**Facility**: Distribution Center - Carteret, NJ

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
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<td>200mg/L</td>
</tr>
<tr>
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<td>pH Adjustment</td>
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<td>333mg/L</td>
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<tr>
<td>Sodium Hydroxide 20%</td>
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<tr>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.
**Facility**: Distribution Terminal - Albuquerque, NM

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility**: Charlotte, NC

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Caustic Soda 25%</td>
<td>Corrosion Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 32%</td>
<td>Corrosion Control</td>
<td>156mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 50%</td>
<td>Corrosion Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>Sodium Hydroxide 25%</td>
<td></td>
<td>Corrosion Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 32%</td>
<td></td>
<td>Corrosion Control</td>
<td>156mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td></td>
<td>Corrosion Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td></td>
<td>pH Adjustment</td>
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NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility**: Distribution Center - Wilmington, NC

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.
**Facility:** Distribution Center - Grand Forks, ND

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility:** Distribution Center - Cincinnati, OH

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility:** Distribution Center - Walbridge, OH

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 25%</td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td></td>
</tr>
</tbody>
</table>

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**Facility:** Portland, OR

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
</table>

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Univar&TradeName=Concentrated Caustic Soda Solution; PW: Univar: NTE Dept Budget
### Facility: Altoona, PA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 10%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>500mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 35%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>143mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

### Facility: Bunola, PA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 10%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>500mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 35%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>143mg/L</td>
</tr>
<tr>
<td>Caustic Soda 40%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>125mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.
Corrosion & Scale Control
pH Adjustment

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Morrisville Steel Road, PA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Caustic Soda 19%</td>
<td>pH Adjustment</td>
<td>263mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Philadelphia, PA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Caustic Soda 18%</td>
<td>pH Adjustment</td>
<td>277mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 18%</td>
<td>pH Adjustment</td>
<td>277mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

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Facility: Middletown, PA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 15%</td>
<td>pH Adjustment</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Caustic Soda 19%</td>
<td>pH Adjustment</td>
<td>263mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>pH Adjustment</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>pH Adjustment</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>
### Facility: Providence, RI

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 10% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>500mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 35% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>143mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 20% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 25% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 35% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>143mg/L</td>
</tr>
<tr>
<td>Sodium Hydroxide 50% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

**NOTE:** Only products bearing the "NSF 60" designation are Certified by NSF International.

### Facility: Spartanburg, SC

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 10% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>500mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 35% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>143mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50% Solution</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

**NOTE:** Only products bearing the "NSF 60" designation are Certified by NSF International.
<table>
<thead>
<tr>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 20%</td>
<td>Corrosion Control</td>
<td>250 mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>Corrosion Control</td>
<td>200 mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>Caustic Soda 32%</td>
<td>Corrosion Control</td>
<td>156 mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion Control</td>
<td>100 mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td>Sodium Hydroxide 20%</td>
<td>Corrosion Control</td>
<td>250 mg/L</td>
</tr>
<tr>
<td></td>
<td>pH Adjustment</td>
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<tr>
<td>Sodium Hydroxide 25%</td>
<td>Corrosion Control</td>
<td>200 mg/L</td>
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<td></td>
<td>pH Adjustment</td>
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<tr>
<td>Sodium Hydroxide 30-49%</td>
<td>Corrosion Control</td>
<td>100 mg/L</td>
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<td></td>
<td>pH Adjustment</td>
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<tr>
<td>Sodium Hydroxide 32%</td>
<td>Corrosion Control</td>
<td>156 mg/L</td>
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<tr>
<td></td>
<td>pH Adjustment</td>
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<tr>
<td>Sodium Hydroxide 50%</td>
<td>Corrosion Control</td>
<td>100 mg/L</td>
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<td>pH Adjustment</td>
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<td>Weak Caustic</td>
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<td>pH Adjustment</td>
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**Facility:** Murfreesboro, TN

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<tbody>
<tr>
<td><strong>Trade Designation</strong></td>
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<tr>
<td>Caustic Soda 20%</td>
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<td></td>
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<tr>
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<td></td>
</tr>
<tr>
<td>Sodium Hydroxide 20%</td>
</tr>
<tr>
<td></td>
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<tr>
<td>Sodium Hydroxide 25%</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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**Facility:** Borger, TX
### Facility: Distribution Center - Houston, TX

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<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sodium Hydroxide 50%</td>
<td>pH Adjustment</td>
<td></td>
</tr>
</tbody>
</table>

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### Facility: Salt Lake City, UT

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Trade Designation</th>
<th>Product Function</th>
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<tbody>
<tr>
<td></td>
<td>Caustic Soda 25%</td>
<td>pH Adjustment</td>
<td>200mg/L</td>
</tr>
<tr>
<td></td>
<td>Caustic Soda 30%</td>
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<tr>
<td></td>
<td>Caustic Soda 50%</td>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

**NOTE:** Only products bearing the "NSF 60" designation are Certified by NSF International.
Facility: Chester, VA

Sodium Hydroxide

Trade Designation | Product Function | Max Use
--- | --- | ---
Caustic Soda 25% | Corrosion Control | 200mg/L
Caustic Soda 32% | pH Adjustment | 156mg/L
Caustic Soda 50% | Corrosion Control | 100mg/L
Sodium Hydroxide 25% | pH Adjustment | 200mg/L
Sodium Hydroxide 32% | Corrosion Control | 156mg/L
Sodium Hydroxide 50% | pH Adjustment | 100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Norfolk, VA

Sodium Hydroxide

Trade Designation | Product Function | Max Use
--- | --- | ---
Caustic Soda 50% | Corrosion & Scale Control | 100mg/L
Caustic Soda 30% | pH Adjustment | 100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Vancouver, WA

Sodium Hydroxide

Trade Designation | Product Function | Max Use
--- | --- | ---
Caustic Soda 15% | Corrosion & Scale Control | 333mg/L
Caustic Soda 20% | Corrosion & Scale Control | 250mg/L
Caustic Soda 25% | Corrosion & Scale Control | 200mg/L
Caustic Soda 30% | Corrosion & Scale Control | 165mg/L
Caustic Soda 50% | Corrosion & Scale Control | 100mg/L
Sodium Hydroxide 15% | Corrosion & Scale Control | 333mg/L
Sodium Hydroxide 20% | Corrosion & Scale Control | 250mg/L
Sodium Hydroxide 25% | Corrosion & Scale Control | 200mg/L
Sodium Hydroxide 30% | Corrosion & Scale Control | 165mg/L
Sodium Hydroxide 50%  Corrosion & Scale Control  100mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Kent, WA

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 15%</td>
<td>Corrosion &amp; Scale Control</td>
<td>333mg/L</td>
</tr>
<tr>
<td>Caustic Soda 20%</td>
<td>Corrosion &amp; Scale Control</td>
<td>250mg/L</td>
</tr>
<tr>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
</tr>
<tr>
<td>Caustic Soda 30%</td>
<td>Corrosion &amp; Scale Control</td>
<td>165mg/L</td>
</tr>
<tr>
<td>Caustic Soda 33%</td>
<td>Corrosion &amp; Scale Control</td>
<td>152mg/L</td>
</tr>
<tr>
<td>Caustic Soda 35%</td>
<td>Corrosion &amp; Scale Control</td>
<td>143mg/L</td>
</tr>
<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Cincinnati Dues Drive, OH

<table>
<thead>
<tr>
<th>Sodium Hydroxide</th>
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<th>Max Use</th>
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<tbody>
<tr>
<td>Caustic Soda 10%</td>
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<td>500mg/L</td>
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<tr>
<td>Caustic Soda 12.5%</td>
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<tr>
<td>Caustic Soda 25%</td>
<td>Corrosion &amp; Scale Control</td>
<td>200mg/L</td>
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<tr>
<td>Caustic Soda 30%</td>
<td>Corrosion &amp; Scale Control</td>
<td>165mg/L</td>
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<tr>
<td>Caustic Soda 35%</td>
<td>Corrosion &amp; Scale Control</td>
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<tr>
<td>Caustic Soda 50%</td>
<td>Corrosion &amp; Scale Control</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Dallas Bekay Street, TX
### Sodium Hydroxide

**Trade Designation**

<table>
<thead>
<tr>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 20%</td>
<td></td>
</tr>
<tr>
<td>Corrosion Control</td>
<td>250mg/L</td>
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<td>pH Adjustment</td>
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</tr>
<tr>
<td>Caustic Soda 25%</td>
<td></td>
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<tr>
<td>Corrosion Control</td>
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<tr>
<td>pH Adjustment</td>
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</tr>
<tr>
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<td>pH Adjustment</td>
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<td>pH Adjustment</td>
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<td>100mg/L</td>
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<tr>
<td>pH Adjustment</td>
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</tbody>
</table>

**NOTE:** Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility:** Houston Brisbane, TX

### Sodium Hydroxide

**Trade Designation**

<table>
<thead>
<tr>
<th>Product Function</th>
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</thead>
<tbody>
<tr>
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<tr>
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<tr>
<td>Caustic Soda 25%</td>
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</tr>
<tr>
<td>Corrosion &amp; Scale Control</td>
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<td>pH Adjustment</td>
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<tr>
<td>Caustic Soda 50%</td>
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<tr>
<td>Corrosion &amp; Scale Control</td>
<td>100 mg/L</td>
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<tr>
<td>pH Adjustment</td>
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<tr>
<td>Sodium Hydroxide 20%</td>
<td></td>
</tr>
<tr>
<td>Corrosion &amp; Scale Control</td>
<td>250 mg/L</td>
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<tr>
<td>pH Adjustment</td>
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<tr>
<td>Sodium Hydroxide 25%</td>
<td></td>
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<tr>
<td>Corrosion &amp; Scale Control</td>
<td>200 mg/L</td>
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<tr>
<td>pH Adjustment</td>
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</tr>
<tr>
<td>Sodium Hydroxide 50%</td>
<td></td>
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<td>Corrosion &amp; Scale Control</td>
<td>100 mg/L</td>
</tr>
<tr>
<td>pH Adjustment</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility:** Phoenix 45th Avenue, AZ

### Sodium Hydroxide

**Trade Designation**

<table>
<thead>
<tr>
<th>Product Function</th>
<th>Max Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caustic Soda 25%</td>
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</tr>
<tr>
<td>pH Adjustment</td>
<td>200mg/L</td>
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<tr>
<td>Caustic Soda 50%</td>
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</tr>
<tr>
<td>pH Adjustment</td>
<td>100mg/L</td>
</tr>
</tbody>
</table>
NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Univar Solutions USA Inc. DBA Univar USA Inc.
17425 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3400

Facility: # 18 USA

<table>
<thead>
<tr>
<th>Sodium Hydroxide Trade Designation</th>
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<tbody>
<tr>
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<td>Corrosion &amp; Scale Control</td>
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<td>Sodium Hydroxide 50%</td>
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Univar USA Inc.
17411 Northeast Union Hill Road
Redmond, WA 98052
United States
425-889-3679

Facility: Rayong Province, Thailand

<table>
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<tbody>
<tr>
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Univar USA Inc.
17411 Northeast Union Hill Road
Redmond, WA 98052
United States
Facility: # 26 Pittsburg, CA

<table>
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<tbody>
<tr>
<td>Caustic Soda Solution 15%</td>
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<tr>
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<td>pH Adjustment</td>
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<td>pH Adjustment</td>
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<td>Caustic Soda Solution 30%</td>
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<td>100mg/L</td>
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<tr>
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<td>pH Adjustment</td>
<td></td>
</tr>
</tbody>
</table>

Number of matching Manufacturers is 5
Number of matching Products is 398
Processing time was 0 seconds
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA

INSURED
Univar Solutions USA Inc.
3075 Highland Parkway
Suite 200
Downers Grove IL 60515 USA

INSURER(S) AFFORDING COVERAGE
INSURER A: Illinois Union Insurance Company 27960
INSURER B: ACE American Insurance Company 22667
INSURER C: Indemnity Insurance Co of North America 43575
INSURER D: ACE Fire Underwriters Insurance Co. 20702

COVERAGES
CERTIFICATE NUMBER: 570081940874

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

<table>
<thead>
<tr>
<th>INSURER</th>
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<td>B</td>
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<td>DAMAGE TO PROPERTY (Exclusions)</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>COMBINED SINGLE LIMIT (Ex accident)</td>
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<td>BODILY INJURY (Per person)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>UMBRELLA LIABILITY</td>
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<td>EACH EXCED:</td>
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<td></td>
<td></td>
<td>EACH OCCIDENT</td>
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<td>EACH DISEASE-EX EMPLOYEE</td>
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<td>EACH DISEASE-POLICY LIMIT</td>
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<td>EA Condition</td>
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<td>SIM</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 11), additional Remarks Schedule, may be attached if more space is required.

CERTIFICATE HOLDER
Univar Solutions, Inc.
3075 Highland Parkway, Suite 200
Downers Grove IL 60515 USA

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

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Packet Pg. 153
## ADDITIONAL REMARKS SCHEDULE

**AGENCY**
Aon Risk Services Central, Inc.

**POLICY NUMBER**
See Certificate Number: 570081940874

**CARRIER**
See Certificate Number: 570081940874

### INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
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<tbody>
<tr>
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<tr>
<td>INSURER</td>
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</tr>
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### ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

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<tr>
<th>INSR LTR</th>
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<th>ADDL INSN</th>
<th>SUBK WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
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<td>06/01/2020</td>
<td>06/01/2021</td>
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<td>06/01/2020</td>
<td>06/01/2021</td>
<td>EXCESS WC--CA OR, WA SIR applies per policy terms &amp; conditions</td>
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<td>OTHER</td>
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<td>X</td>
<td>Claims made</td>
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<td></td>
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</tr>
</tbody>
</table>
TO: Mayor and Council
FROM: Alison Tate, Police
NUMBER: RES-498-20
DATE: October 9, 2020
SUBJECT: FY 2021 ITD OHS LEL Funding Agreement with Boise Police

BACKGROUND:
The goal of the Law Enforcement Liaison (LEL) is to develop and maintain law enforcement relationships and to facilitate the development and promotion of highway safety programs during FY 2021. The Boise Police Officer serving as the LEL will be tasked with soliciting law enforcement agency participation and promoting multi-agency task forces in traffic enforcement mobilizations, increasing the effectiveness of such traffic enforcement mobilization activities, and assisting the Idaho Transportation Department’s Office of Highway Safety in efforts to increase the safety of Idaho's highways in District 3.

FINANCIAL IMPACT:
Revenue Neutral. The Idaho Transportation Department's Office of Highway Safety, as the state administering agency, has allocated $16,000.00 in federal grant funds for reimbursement of overtime expenses and/or travel expenses to the City of Boise for the Boise Police Officer assigned to serve as the Law Enforcement Liaison to the OHS for FY 2021. Because this amount has frequently been increased during the grant term as additional grant funds remain unspent, there is a possibility that additional funds may become available.

ATTACHMENTS:
- GRC Application 2021 OHS LEL  (PDF)
- FFY21 District 3 LEL Agreement - Boise Police Department fully signed  (PDF)
A RESOLUTION APPROVING THE FY 2021 FUNDING AGREEMENT BETWEEN THE CITY OF BOISE CITY, THROUGH THE BOISE POLICE DEPARTMENT, AND THE IDAHO TRANSPORTATION DEPARTMENT’S OFFICE OF HIGHWAY SAFETY (OHS), TO ACCEPT UP TO $16,000.00 IN GRANT FUNDING FOR BOISE POLICE EMPLOYEE TRAVEL AND OVERTIME AS THE LAW ENFORCEMENT LIAISON TO OHS; AUTHORIZING THE CITY OF BOISE’S POLICE DEPARTMENT TO RECEIVE THE GRANT FUNDS AWARDED; AUTHORIZING AND RATIFYING THE SIGNATURE OF OPERATIONS SUPPORT COMMANDER ALISON TATE EXECUTING SAID AGREEMENT FOR AND ON BEHALF OF THE CITY OF BOISE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boise Police Department and the Idaho Transportation Department’s Office of Highway Safety (OHS) have a long-established partnership of enhancing traffic safety enforcement and education; and

WHEREAS, as part of the partnership, OHS has initially awarded the City of Boise's Police Department up to $16,000.00 to reimburse the Boise Police Department for travel and overtime expense incurred for the designated Boise Police Officer while serving as the Law Enforcement Liaison to the OHS during FY 2021.

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

Section 1. That the FY 2021 LEL Funding Agreement by and between the city of Boise City and the Office of Highway Safety, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Boise Police Department is authorized to receive the grant funds awarded and as may be increased during FY 2021.

Section 3. That the signature of the City of Boise’s Operations Support Commander, Alison Tate, executing said Agreement on behalf of the city of Boise City is authorized and ratified.

Section 4. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
City of Boise
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: Police
Name of Project Manager: Kyle Wills

Name/Title of Person Completing Application: Julie Bryson
Name of Grant: ITD Office of Highway Safety Law Enforcement Liaison

Granting agency: National Highway Traffic Safety Administration
Pass Through Agency: Idaho Transportation Dept Office of Highway Safety

CFDA Number: 20.600

Brief description of the purpose of the grant: Work as a liaison with other law enforcement agencies.

Has the City received this grant in previous years or is this a first time application: Yes - BPD has received this grant for over 11 years

City departments affected by this grant: Police

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: This grant allows Boise PD to be part of a statewide solution to reduce fatalities and serious injury crashes by working with law enforcement throughout Idaho and assisting the highway safety office and law enforcement agencies in obtaining funding for increased patrols and education.

<table>
<thead>
<tr>
<th>Financial Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of grant:</td>
</tr>
<tr>
<td>Deadline for application (date):</td>
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<tr>
<td>Does this grant require future financial commitments of any kind:</td>
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<tr>
<td>If yes, what is the total amount:</td>
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<tr>
<td>Over how many years:</td>
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<tr>
<td>Are matching funds required:</td>
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<tr>
<td>If yes, match amount [%]:</td>
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<td>Does this grant require purchase or construction of capital assets &gt; $5k:</td>
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<td>If yes, describe the Capital Asset:</td>
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<td>Are you purchasing equipment with this grant:</td>
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<td>Are you purchasing items, goods or services:</td>
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<tr>
<td>What is the grant period in which funds will be received:</td>
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<tr>
<td>If multi-year, enter the number of months grant will be received:</td>
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City of Boise
Grant Review Application
Finance Department

Does IT support this request: No

List any Information Technology implications of this grant:

Describe the reporting/audit/compliance requirements of this grant:

Please see attached "Law Enforcement Liaison Program Agreement."

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:

- The number of fatal crashes increased in the City of Boise from 5 in 2016 to 16 in 2017.
- Of the fatal and serious injury crashes in 2017, nearly 50% were unbelted.
- Inattention / distraction was the most prevalent contributing circumstance for multiple vehicle crashes and the fourth most prevalent for single-vehicle crashes in 2017.
- The economic cost of crashes involving aggressive driving was nearly $2 billion dollars in 2017. This represents approx. 50% of the total cost of Idaho crashes.
- The City of Boise would benefit from this grant by addressing the above issues and making Boise a more livable City by making it safer for the residents to travel on our roadways.
- The use of short-term high visibility enforcement for focused areas of emphasis has been proven to be effective. States that are reported to use sustained enforcement have recorded statewide belt use well above national belt use rates since 2002 (California: 91 to 95%; Oregon: 88 to 97%; Washington: 93 to 96%) (NHTSA, 2010a)

Please provide any additional information that you would like to provide to the Grant Review Committee:

This grant has been used by the Boise Police Department for over 11 years and is instrumental in building relationships with other law enforcement agencies. It has fostered improved working relationships and has been a catalyst for creating task forces and multi agency assistance in a number of different areas.

Shannon Worrell  Digitally signed by Shannon Worrell  Date: 2020.09.18 11:03:02 -06'00'
Finance Manager Signature

Alison Tate  Digitally signed by Alison Tate  Date: 2020.09.18 12:34:16 -06'00'
Chief Administrative Officer Signature

Department Director Approval:

Printed Name:

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.
Law Enforcement Liaison for the Office of Highway Safety – FFY 2021

THIS AGREEMENT is made and entered into by and between the Boise Police Department hereinafter referred to as "Contractor" and the Idaho Transportation Department, Office of Highway Safety, hereinafter referred to as "OHS".

IT IS THE PURPOSE OF THIS AGREEMENT to secure the efforts of a Law Enforcement Liaison (LEL) for the Idaho Transportation Department, Office of Highway Safety. The task will be to develop and maintain law enforcement agency relationships and facilitate the development and promotion of highway safety programs and officers in Idaho Transportation Department District 3.

RECITALS:

WHEREAS, the OHS administers the Federal Highway Safety Grant Program, which will be funded by formula through the transportation act titled Fixing America’s Surface Transportation (FAST) Act, and the Highway Safety Act of 1966.

WHEREAS, the goal of the program is to eliminate deaths, injuries, and economic losses resulting from traffic crashes on all Idaho roadways, by implementing programs designed to address driver behaviors, and aligning with the Strategic Highway Safety Plan (SHSP) by developing and maintaining law enforcement agency relationships and facilitating the development and promotion of highway safety programs and officers in Idaho Transportation Department District 3.

WHEREAS, ITD, OHS wishes to provide 23 U.S.C. 402 federal funding assistance to CONTRACTOR based on the following identified highway safety problems:

- The number of fatal crashes decreased from 234 in 2018 to 224 in 2019 and the number of serious injuries increased from 1,250 in 2018 to 1,154 in 2019, a 7.7% decrease.

- In 2019, impaired driving was a contributing factor in 99 fatalities. This represents 44% of all traffic fatalities for the year and an increase of 26.9% in impaired driving fatalities compared to 2018.

- While the observed rate increased to 85.7% in 2019, only 44 percent of the motor vehicle occupants killed in crashes were wearing seat belts.
• Distracted driving was a factor in 19% of the motor vehicle crashes in 2019 and 36 people were killed in distracted driving crashes.

• The use of short-term, high visibility enforcement for focused areas of emphasis has been proven to be effective. States that are reported to use sustained enforcement, have recorded statewide belt use well above national belt use rates since 2002 (California: 91 to 95%; Oregon: 88 to 97%; Washington: 93 to 96%) (NHTSA, 2010a).

OBJECTIVE

To eliminate motor vehicle related deaths and serious injuries in Idaho by increasing the number of law enforcement agencies that effectively participate in the statewide traffic enforcement mobilizations as well as maintain law enforcement agency relationships and facilitate the development and promotion of highway safety programs in Idaho.

GOALS

1. Decrease the five-year-average number of fatalities to 247 or fewer by 2021.
2. Decreased the five-year-average number of serious injuries to 1,285 or fewer by year end 2021.
3. Decrease the five-year fatality rate to 1.38 or less by 2021.

AUTHORITY:


GRANT TASKS, RESPONSIBILITIES AND DELIVERABLES:

1. Contractor, using designated LEL, will solicit agencies in ITD District 3 to participate in statewide traffic enforcement mobilizations and traffic law enforcement efforts conducted during federal fiscal year 2021.

2. Contractor, using designated LEL, will increase officer commitment and effectiveness of traffic law enforcement activities federal fiscal year 2021.

3. Contractor, using designated LEL, will promote multi-agency task forces and “One Team” efforts.

4. Contractor, using designated LEL, will assist OHS by providing the law enforcement perspective as plans for programs to save lives and reduce serious injuries resulting from traffic crashes are developed and implemented.
5. Assist with the development of the Highway Safety Summit by working closely with the OHS designated staff. Increase participation at the Summit as an educational tool for law enforcement.

6. Assist the OHS staff with outreach and representation efforts in their respective regions by providing support to law enforcement agencies with regard to earned media and educational outreach.

7. OHS will reimburse the Contractor for designated LEL’s activities as follows:

A. Overtime hours worked - Reimbursement will be paid at the rate of up to 1.5 times the officer’s hourly rate plus Contractor’s contributions to employee benefits which are FICA/Medicare, Unemployment, Worker’s Compensation and PERSI. The OHS will not pay for any hours that the LEL is in training or conferences. That does not include the Highway Safety Summit in which the LEL’s are engaged in the coordination and facilitation of the event.

B. Vehicle mileage is reimbursable at the current state reimbursement rate of $.575 per mile.

C. Per Diem for travel outside of the LEL’s district boundaries but within the state will be reimbursable at the current state reimbursement rate of $49 per day. Out of state travel and per diem will comply with the state’s travel policy (Attachment 2).

D. Incidental costs such as photocopies, phone calls, equipment purchases, etc., must be approved in advance.

E. All reimbursements will be made to the agency.

8. OHS will host no less than two LEL’s meetings and will reimburse the agency for travel, per diem, overtime and lodging.

9. Contractor will send LEL to the annual Lifesavers Conference and other training or conferences as deemed appropriate and necessary. OHS will reimburse the agency for registration fees, travel, and per diem.

10. Prior to any travel outside of the state, regardless of the circumstances, Contractor must seek written approval by OHS. Upon approval OHS will reimburse the agency for travel, per diem and registration expenses as approved. Out of state travel and per diem will comply with the state’s travel policy (Attachment 2).

11. Claims (Attachment 4) should be submitted no less than quarterly with the final claim submitted to OHS by October 31, 2021 on the claim form provided by OHS. As requested by OHS, supporting payroll verification and time sheets signed by the supervisor will be attached to identify the overtime hours claimed for the LEL efforts.

12. A quarterly report, detailing efforts made to increase participation in statewide mobilizations, will be submitted by the designated LEL within ten days of completing
the previous quarter. The report will be submitted on the form provided by OHS (Attachment 3). Claims will not be paid if a report is not submitted for the time frame of the claim.

13. Assurances and Other Grant Requirements required by NHTSA for all agencies receiving federal grant funds:

A. Certification and Assurances 8/2017 (Attachment 1). Contractor will comply with certification and assurances, as applicable.

B. Other Grant Requirements:

1) **Procurement of equipment and materials**: All contracts shall be subject to the requirements governing this AGREEMENT, including those for procurement of materials and leasing of equipment.

2) **Code of Conduct**: No employee, officer, or agent of the Contractor shall participate in the selection, award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:
   a) The employee, officer or agent.
   b) Any member of his or her immediate family.
   c) His or her partner.
   d) An organization which employs, or is about to employ any of the above-listed.

The Contractor’s officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The Contractor guarantees it has not entered into any form of collusion with anyone, involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).

3) **Conferences, Inspection of Work, Grant Monitoring**: Conferences may be held at the request of either party to this AGREEMENT. A representative of OHS and/or the U.S. Department of Transportation can visit the site for the purpose of inspection and/or assessment of work being performed at any time.

4) **Travel**: Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees, and reimbursements will be made to the Contractor for grant project travel. State policy requires economical and practical modes of travel, as well as moderate dining and lodging.
5) **Tax and Compensation Liability:** OHS will not incur any liability for worker compensation, FICA, withholding tax, unemployment compensation, or any other payment which is not a part of the grant agreement.

6) **Policy Inclusions:** In order to receive highway safety grant funds, OHS requires that your agency currently have a Safety Restraint Use policy in effect or implement one prior to completion of the AGREEMENT. If requested by OHS, the Contractor will submit their safety restraint policy to OHS prior to execution of the AGREEMENT.

7) **Responsibility for Claims and Liability:** Your agency shall be required to save and hold harmless OHS, ITD, NHTSA, FHWA and U.S. Department of Transportation from all claims and/or liability due to the negligent acts of your agency or your agency's subcontractor(s), agents, or employee(s).

8) **Failure to comply** with any of the terms of this AGREEMENT may jeopardize Contractor in receiving future funding from OHS.

9) **Eligible organizations** agree to indemnify, defend and hold harmless ITD, its officers, agents, employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from or by the use of grants.

10) **Any dispute, disagreement or question of fact** concerning this AGREEMENT shall be decided by the OHS Highway Safety Manager. The decision shall be in writing and shall be distributed to the parties concerned. If Contractor disagrees with the decision by the OHS Highway Safety Manger, the decision may be appealed to the Director of the Idaho Transportation Department. The appeal must be made in writing within 30 days of the OHS decision, and served by certified mail.

11) **This AGREEMENT, including any attachments,** constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations (oral or written), not specified herein regarding this AGREEMENT shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.

12) **Nothing in this agreement** shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved agency or individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this AGREEMENT is subject to the laws and regulations of the State of Idaho and of the United States.
13) Either party may terminate this AGREEMENT upon 30 days written notice to the other party. In the event of termination of this AGREEMENT, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

_Boise Police Department____ AGREEMENT FUNDING LIMIT: $16,000
Contractor

_A. Tate____
Contracting Agent (print/type name)

\[Signature_{10/07/2020}\]
Contracting Agent Signature Date

\[Signature_{10/07/2020}\]
John Tomlinson, Highway Safety Manager Effective Date

Attachments:
1. Certifications and Assurances
2. Travel Policy
3. Quarterly Report
4. Reimbursement Claim
TO: Mayor and Council
FROM: James Smith, Legal
NUMBER: RES-499-20
DATE: October 14, 2020
SUBJECT: City-owned Real Property at 4422 W. Overland Road (former Fire Station 8)

BACKGROUND:

This is the second resolution (of three) required by statute to accomplish the sale of the site of former Fire Station 8, which is located at 4422 W. Overland Road (the “Property”).

The first resolution, which was adopted on August 18, 2020, stated the City's intent to:

- Declare that the Property is underutilized or not used by the City for public purposes (see Idaho Code § 50-1401); and
- Find that selling the Property is in the public interest; and
- Offer the Property for sale at auction, subject to certain restrictions and conditions on the Property that will run with the land, as may be determined by the City.

The first resolution also directed the City Clerk to notice and set a public hearing for Council’s regular meeting on September 15, 2020 (which is statutorily required prior to the second resolution). Council held that hearing, and there was no public testimony.

This second resolution would do the following:

- Declare that the Property is underutilized or not used by the City for public purposes (see Idaho Code § 50-1401); and
- Find that selling the Property is in the public interest; and
- Establish a minimum auction price of $700,000.00 for the Property; and
- Authorize and direct City staff (and/or agents of the City) to offer the Property for sale at auction, and to do all things necessary to accomplish the auction, including negotiating and
CITY OF BOISE

drafting a Purchase and Sale Agreement (which will come before the Council for approval, by resolution, prior to binding the City); and

- Direct City staff to take steps to allocate all net proceeds from the auction sale of the Property to the City's Grow Our Housing program fund.

If the auction succeeds, the third resolution would approve a Purchase and Sale Agreement. If the Property fails to receive a qualifying bid of $700,000.00 or greater at auction, the auction fails, and the City may sell the Property without meeting further statutory requirements.

FINANCIAL IMPACT:

None. Additional resolutions may be necessary to approve the expenditure of money for auction and marketing services and/or to approve the terms of a Purchase and Sale Agreement.

ATTACHMENTS:

- EXHIBIT A - 4422 W. Overland - Depiction(JPG)
A RESOLUTION DECLARING CERTAIN CITY-OWNED REAL PROPERTY, CONSISTING OF 0.55 +/- ACRES OF LAND AND THE ATTACHED IMPROVEMENTS, TOGETHER ADDRESSED AS 4422 W. OVERLAND ROAD, LOCATED IN BOISE CITY, ADA COUNTY, IDAHO, AS UNDERUTILIZED OR NOT USED BY THE CITY FOR PUBLIC PURPOSES; FINDING THAT SELLING THE PROPERTY IS IN THE PUBLIC INTEREST; OFFERING THE PROPERTY FOR SALE AT AUCTION AND ESTABLISHING A MINIMUM PRICE FOR THE PROPERTY; AUTHORIZING AND DIRECTING CITY STAFF TO DO ALL THINGS NECESSARY TO PREPARE THE AUCTION AND TO READY THE PROPERTY TO BE OFFERED FOR SALE AT AUCTION; DIRECTING CITY STAFF TO TAKE STEPS TO ALLOCATE ALL NET PROCEEDS FROM THE AUCTION SALE OF THE PROPERTY TO THE CITY'S GROW OUR HOUSING PROGRAM FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Idaho Code § 50-1401 grants all Idaho cities authority to sell, exchange, or convey real property that is determined to be underutilized or not used by the City for public purposes; and

WHEREAS, the city of Boise City, Idaho, owns that certain real property (the "Property") located in Boise City, Ada County, Idaho, addressed as 4422 W. Overland Road and depicted on Exhibit A, which is attached and incorporated herein by reference; and

WHEREAS, the City intends to provide all net proceeds received from the auction sale of the Property to the City's Grow Our Housing Fund; and

WHEREAS, Idaho Code § 50-1402 requires notice and a public hearing prior to the conveyance, sale, or exchange of any real property owned by the City; and

WHEREAS, at its regular meeting on August 18, 2020, the City Council adopted Resolution No. 335-20, which directed the City Clerk to notice and set a public hearing for City Council's regular meeting on September 15, 2020, declared the City's intent to (A) declare the Property as underutilized or not used by the City for public purposes, (B) find that selling the Property is in the public interest, and (C) offer the Property for sale at auction, and directed City staff to take initial steps to prepare the auction of the Property, including determining a minimum price for the Property; and
WHEREAS, the City Clerk established the regular meeting of the City Council on September 15, 2020, as the time and place for the required public hearing, and properly published a summary of Resolution No. 335-20 and notice of the public hearing; and

WHEREAS, City Council held a public hearing on September 15, 2020, at the regular meeting of the City Council, and the public had the opportunity to comment.

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

Section 1. That the Property, consisting of 0.55 +/- acres and addressed as 4422 W. Overland Road, Boise, Idaho, as it is depicted on the attached and incorporated Exhibit A, is found to be underutilized or not used by the City for public purposes.

Section 2. That conveying the Property by offering it for sale at auction is in the public interest.

Section 3. That the minimum auction price for the Property, which shall be offered for sale in “As-Is” condition, shall be seven hundred thousand dollars ($700,000.00).

Section 4. That the sale of the Property at auction shall be expressly subject to a Purchase and Sale Agreement to be approved by later resolution.

Section 5. That City staff be, and are, directed and authorized to take all reasonable steps to offer the Property for sale at auction.

Section 6. That City staff be, and are, directed to complete necessary steps to allocate all net proceeds from the auction sale of the Property to the City’s Grow Our Housing program fund.

Section 7. That this Resolution shall be in full force and effect upon its adoption and approval.
TO: Mayor and Council
FROM: Sara Arkle, Parks & Recreation
NUMBER: RES-500-20
DATE: October 14, 2020
SUBJECT: Polecate Property Exchange Surplus Resolution

BACKGROUND:
The parties (Boise City and Jim Jewett) desire to exchange property located near Collister Road. The City-owned property is approximately .4 acres and would be exchanged for property owned by Jim Jewett which comprises approximately 3.17 acres. In order to exchange the property, the City first must declare the property as “surplus” and then conduct a public hearing to consider the proposed disposition - in this case the sale - of the property. This resolution allows the City to declare the property as “surplus” and sets a public hearing. The property to be acquired by the City is greater in size that the property to be exchanged and will be used to preserve open space and improve trail connectivity.

FINANCIAL IMPACT:
None.

ATTACHMENTS:

- Exhibit A - Polecate (PDF)
- Exhibit B - Polecate (PDF)
- Exhibit C - Resolution Summary (DOCX)
A RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY OWNED BY THE CITY AS UNDERUTILIZED OR NOT USED FOR PUBLIC PURPOSES AND TO DECLARE THE CITY’S FURTHER INTENT TO EXCHANGE SUCH PROPERTY, CONSISTING OF THE FOLLOWING: A PORTION OF REAL PROPERTY ADJACENT TO COLLISTER DRIVE, BOISE, ADA COUNTY, IDAHO, WITH AN AREA OF APPROXIMATELY .4 ACRES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city of Boise City owns the following parcel of real property in Boise, Ada County, Idaho: real property near Collister Drive, as more specifically described in Exhibit A attached hereto and incorporated herein by reference ("the Property"); and

WHEREAS, Idaho Code §50-1401 grants the City the authority to sell, exchange or convey real property which is underutilized or not used for public purposes; and

WHEREAS, the City intends to exchange a portion (approximately .4 acres) of the parcel because it is underutilized or not used for public purposes for property of equivalent or greater value also near Collister Drive (approximately 3.17 acres) attached hereto as Exhibit B; and

WHEREAS, Idaho Code § 50-1402 provides that whenever the City proposes to sell, exchange or convey real property, the City Council shall declare that the subject property will be offered for sale and establish the value of the property the City will receive as a result of the conveyance, sale, or exchange. The value of the property the City will sell, exchange, or convey is less than two thousand dollars; and

WHEREAS, Idaho Code §50-1402 requires notice and a public hearing prior to the conveyance, sale or exchange of any real property by the City; and

WHEREAS, at a future public hearing, the City Council, will conduct a hearing to review its declaration of intent to declare the Property as surplus in that it is underutilized or not used for public purposes.

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

Section 1. That the Mayor and City Council hereby determine the Property is underutilized or is not being used for public purposes.
CITY OF BOISE

Section 2. That the city of Boise City hereby declares its intent to exchange that portion of City Property more specifically described in Exhibit A for property specially described in Exhibit B (attached and incorporated by reference), under terms and conditions determined by the City Council to be in Boise City’s best interests.

Section 3. That the Mayor and City Council hereby declare the minimum dollar value of the Property to be less than two thousand dollars.

Section 4. That the City Clerk shall publish a summary of this declaration of intent to exchange property, that is attached to the resolution as Exhibit C and is incorporated by reference, and shall set a time, in the Council Chambers of City Hall, for a public hearing to review the proposed exchange.

Section 5. That this Resolution shall be in full force and effect immediately upon its adoption and approval.
Parcel A Description
August 23, 2019

**BASIS OF BEARINGS** for this description is South 88°41'09" East, between the brass cap marking the W1/4 corner of Section 20 and a 5/8" rebar PLS 3624 marking the CW1/16 corner of said Section 20, both located in T. 4 N., R. 2 E., B.M., Ada County, Idaho.

A parcel of land located in the W1/2 of Section 20, T. 4 N., R. 2 E., B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a 5/8" rebar cap PLS 3624 marking the CW1/16 corner of said Section 20;

Thence North 0°48'35" East, coincident with the east line of the SW1/4 of the NW1/4 of said Section 20, a distance of 555.60 feet to a 5/8" rebar PLS 14221;

Thence leaving said east line of the SW1/4 of the NW1/4 of Section 20, South 89°10'45" East, 379.36 feet to a 5/8" rebar PLS 14221;

Thence South 0°47'15" West, 482.56 feet to a 5/8" rebar PLS 14221 and the **POINT OF BEGINNING**;

Thence continuing South 0°47'15" West, 52.18 feet to the beginning of a non-tangent curve;

Thence 119.40 feet along the arc said curve to the left, a radius of 266.50 feet, with a central angle of 25°40'11", and a chord bearing South 57°28'42" West, 118.40 feet;

South 44°25'30" East, 5.00 feet;

South 45°34'30" West, 47.08 feet to the beginning of a non-tangent curve;

194.59 feet along the arc of said curve to the left, a radius of 566.92 feet, with a central angle of 19°40'00", and a chord bearing South 35°44'30" West, 193.64 feet;

Thence North 1°08'54" West, 205.06 feet;

Thence South 89°10'45" East, 20.01 feet;

Thence South 2°36'08" East, 70.37 feet;
Thence North 49°47'15" East, 272.87 feet;

Thence South 86°13'24" East, 16.35 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.40 acres, more or less.
### Curve Table

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### Exhibit "A"

- **Point of Beginning**: N 49°47'15" E, 272.57'
- **L1**: S 89°10'45" E, 379.36'
- **L2**: W 51°45'40" S, 482.56'
- **L3**: N 49°47'15" E, 272.57'
- **L4**: S 89°10'45" E, 379.36'

### Parcel A

- **Size**: 0.40 Acres

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<td>L5</td>
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**Signature**: Carl Porter, Registered Land Surveyor

**Certification Date**: 4/23/19

**Project**: PARCEL A

**Owner/Developer**: Jim Jewett

**Address**: Sawtooth Land Surveying, LLC

**Website**: www.sawtoothls.com

**Contact**: (208) 398-8104 (F: 208) 398-8105

**Location**: 2030 S. Washington Ave., Emmett, ID 83617

**DWG #**: 18106-EX

**Project #**: 18106

**Sheet**: 1 of 1

**Packet Pg. 175**
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Closure error distance > 0.0000  Error Bearing > N 90°00'00" E
Closure Precision > 1 in 1002906999751.5  Total Distance Traversed > 1002.907
17266.52 Sq. Feet
0.396 Acres
1918.5 Sq. Yards

WFJ 8/23/19
8/4 8/23/19
Parcel B Description
August 23, 2019

**BASIS OF BEARINGS** for this description is South 88°41'09" East, between the brass cap marking the W1/4 corner of Section 20 and a 5/8" rebar PLS 3624 marking the CW1/16 corner of said Section 20, both located in T. 4 N., R. 2 E., B.M., Ada County, Idaho.

A parcel of land located in the W1/2 of Section 20, T. 4 N., R. 2 E., B.M., City of Boise, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a 5/8 rebar cap PLS 3624 marking the CW1/16 corner of said Section 20;

Thence North 0°48’35” East, coincident with the east line of the SW1/4 of the NW1/4 of said Section 20, a distance of 272.48 feet to the **POINT OF BEGINNING**;

Thence continuing North 0°48’35” East, coincident with said east line of the SW1/4 of the NW1/4 of said Section 20, a distance of 283.13 feet to a 5/8” rebar PLS 14221;

Thence leaving said east line of the SW1/4 of the NW1/4 of Section 20, South 89°10’45” East, 379.36 feet to a 5/8” rebar PLS 14221;

Thence South 0°47’15” West, 467.52 feet to a 5/8” rebar PLS 14221;

Thence South 49°47’14” West, 21.62 feet;

Thence North 86°13’21” West, 125.72 feet;

Thence North 21°38’50” East, 46.35 feet;

Thence North 20°47’24” West, 142.57 feet;

Thence North 84°34’28” West, 202.33 feet to the **POINT OF BEGINNING**.

The above described parcel contains 3.17 acres, more or less.
EXHIBIT "B"

S 89°10'45" E 379.36'

LINE TABLE

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<tr>
<td>L2</td>
<td>N 21°38'50&quot; E</td>
<td>46.35'</td>
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</tbody>
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PARCEL B
3.17 Acres

POINT OF BEGINNING

N 84°34'28" W 202.33'

PROFESSIONAL LAND SURVEYOR
CARL PORTER

STATE OF IDAHO

PROJECT:
PARCEL B

OWNER/DEVELOPER:
JIM JEWITT

2030 S. WASHINGTON AVE.
EMMETT, ID 83617
P: (208) 398-8104
F: (208) 398-8105

DATE: 8/2019

WWW.SAWTOOTHLS.COM
Map Check
18106
PARCEL B
Operator WFJ
Date 8-23-19

Project 18106
Time

Course Bearing Distance PT# Northing Easting Description
1-2 N 00°48'35" E 283.125 1 730911.307 2493278.420 Closure
2-3 S 89°10'45" E 379.356 2 731194.404 2493282.421 Closure
3-4 S 00°47'15" W 467.523 3 731188.970 2493661.738 Closure
4-5 S 49°47'14" W 21.624 4 730721.491 2493655.309 Closure
5-6 N 86°13'21" W 125.720 5 730715.813 2493638.796 Closure
6-7 N 21°38'50" E 46.348 6 730758.892 2493530.447 Closure
7-8 N 20°47'24" W 142.567 7 730892.176 2493479.843 Closure
8-1 N 84°34'28" W 202.330 8 730911.307 2493278.420 Closure

Closure error distance> 0.0000  Error Bearing> N 90°00'00" E
Closure Precision> 1 in 1668593077078.3 Total Distance Traversed> 1668.593
138223.26 Sq. Feet
3.173 Acres
15358.1 Sq. Yards

WFJ 8/23/19

WFJ 8/23/19
Exhibit C
Resolution Summary
Of
Declaration of Intent to Exchange Property

NOTICE IS HEREBY GIVEN that the Council of the city of Boise City, Idaho, adopted at its regular meeting of October 20, 2020, that Resolution No. ______________, stating the City’s intent: (1) to declare approximately 0.4 acres of City-owned real property located near Collister Road in Boise City, Ada County, Idaho, as underutilized or not used for public purposes; (2) to find that selling the property is in the public interest; and (3) to offer the property for sale at auction. The resolution also instructs the City Clerk to establish and publish notice of a public hearing date to review and authorize the proposed conveyance and authorizes City staff to take all reasonable steps to prepare the auction.
TO: Mayor and Boise City Council  
FROM: Cody Riddle, Deputy Planning Director  
PREPARED BY: Kevin Holmes, Associate Planner  
DATE: October 20, 2020  
RE: SUB20-00040 / Final Plat Taper Condominiums

The applicant requests a final plat for a residential subdivision comprised of 30 condominium and 3 common units on 0.97 acres located at 3928 E Haystack St in a SP-01 (Harris Ranch Specific Plan) zone.

Table of Contents
Page 2 Summary
Page 2 Recommendation
Page 3 Recommended Conditions of Approval
Page 9 Condo Plat

Attachment: CC_Project Report_October 20, 2020_SUB20-00040 (Taper Condominiums)
Summary
The applicant requests a final plat for a residential subdivision comprised of 30 condominium and 3 common units on 0.97 acres located at 3928 E Haystack St in a SP-01 (Harris Ranch Specific Plan) zone.

On February 25, 2020, an associated Design Review application (DRH20-00063) was approved for the construction of a three-story multi-family building and associated site improvements. The building is oriented along E Haystack St with an alley accessed parking lot behind. The layout and design of the property is in conformance with the block prototypes established for this property.

This plat will allow the dwelling units to be individually owned and establishes the maintenance and ownership of the common units. The associated condominium declaration is under review and shall be approved by Boise City legal staff prior to the recording of the plat. The plat conforms to the requirements of the SP-01 zone, the Harris Ranch Specific Plan, and the approved design review. The Planning Team finds this submittal is in compliance with Boise City Code as well as the Condominium Property Act, per Idaho Code Chapter 15, Title 55.

Recommendation
The Planning Team recommends approval of the Subdivision (SUB20-00040).
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 September 17, 2020 except as expressly modified by Design Review and the following conditions:

2. The applicant shall comply with all requirements and conditions of approval from DRH20-00063, SUB18-00068, the Harris Ranch Specific Plan.

3. Comply with the Boise Floodplain Ordinance and requirements of CFH18-00047.

Agency Requirements

4. The applicant shall comply with the requirements of the following agencies:
   a. Ada County Highway District;
   b. Boise City Fire Department;
   c. Boise Parks & Recreation Department;
   d. Boise City Building Department;
   e. Central District Health Department;
   f. School District;
   g. Irrigation District; and
   h. Century Link.

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. Solid Waste (September 25, 2020); and
   b. Street Lights (September 21, 2020).

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.
Subdivision

6. The following notes and/or revisions shall be placed on the face of the Final Plat:

   a. Note 2 shall replace “DRH19-00375” with “DRH20-00063”.

7. 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.

8. The name, Taper Condominiums, is reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit the new name to the Ada County Surveyor for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Surveyor, the new name to the Planning and Development Services Department and re-approval by the Council of the “Revised” Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the “Revised” Final Plat for public hearing.

9. The Mylar shall include the following endorsements or certifications. These must be executed prior to submitting the Final Plat for recording with the Ada County Recorder’s Office.

   a. Signatures of owners or dedicators,
   b. Certificate of the Surveyor,
   c. Certificate of the Central District Health Department,
   d. Acceptance of the Commissioners of the Ada County Highway District,
   e. Certificate of the Boise City Engineer,
   f. Certificate of the Boise City Clerk,
   g. Certificate of the Ada County Surveyor, and
   h. Signature of the Ada County Treasurer.

10. A letter of acceptance for water service from the utility providing same is required.

11. Utility easements as required by the public utilities providing service shall be provided.
12. Developer shall provide a letter from the United States Postal Service approving the location of mailboxes.

   Contact: Postmaster
   770 S. 13th Street
   Boise, ID 83708-0100
   Phone: (208) 433-4301

13. The developer shall comply with all requirements of the Boise City Fire Department and verify in the following way:

   a. A letter from the Boise City Fire Department stating that all conditions for water, access, and/or other requirements have been satisfied.

   NOTE: “No Parking” signs and curb painting shall be installed in accordance with the requirements of the International Fire Code 503.8 (B.C.C. 5-12-32). Contact the Boise City Fire Department for sign placement and spacing. Developer may either construct prior to final platting or post bond in the amount of 110% of the estimated costs with the Boise City Planning and Development Services Department.

14. Prior to the City Engineer's Certification of the Final Plat and prior to earth disturbing activities, an erosion and sediment control (ESC) permit must be obtained. An ESC plan shall be submitted to the Erosion Control Program Manager for review and approval. No grading or earth disturbing activities may start until an approved ESC permit has been issued.

15. Certification by the Boise City Engineer shall be made within two years from date of approval of the Final Plat by the Boise City Council.

   a. The developer may submit a request for a time extension, including the appropriate fee, to the Boise City Planning and Development Services Department for processing. Boise City Council may grant time extensions for a period not to exceed one year provided the request is filed, in writing, at least 20 working days prior to the expiration of the first two-year period, or expiration date established thereafter.

   b. If a time extension is granted, the Boise City Council reserves the right to modify and/or add condition(s) to the original Preliminary or Final Plat to conform with adopted policies and/or ordinance changes.

   c. The Final Plat shall be recorded with the Ada County Recorder within one year from the date of the Boise City Engineer's signature. If the Final Plat is not recorded within one-year time it shall be deemed null and void.
16. 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.

17. Prior to submitting the Mylar of the Final Plat to Boise City, all the conditions of approval must be satisfied. Approvals must be provided on agency letterhead.

18. Prior to submitting the Mylar of the Final Plat to Boise City, the following endorsements or certifications and must be executed:
   a. Signatures of owners or dedicators;

**Standard Conditions of Approval**

19. Hook-up to wet line sewers shall be required prior to issuance of an Occupancy Permit.

20. Building Permit approval is contingent upon the determination that the site is in conformance with the Boise City Code. Contact Planning and Development Services at 608-7100 regarding questions pertaining to this condition.

21. Any future division of this parcel into individual lots or parcels, for the purpose of selling the separate lots to individual owners, will be required to comply with all provision of Boise City Code, Title 11, Chapter 9, including lot frontage on a public or approved private street, and all requirements for preliminary and final platting.

22. All parking areas and driveways shall be paved, marked, and provided with approved wheels restraints and shall be designed and laid out to conform to the minimum standards required by the Boise City Zoning Ordinance.

23. All signs will require approval from the Planning and Development Services Department prior to installation.

24. Trash receptacles and on-grade and rooftop mechanical fixtures and equipment shall be concealed from public view by use of an approved sight-obscuring method. All screening materials shall be compatible with the building materials/design.

25. Building permit approval is contingent upon the determination that the site is in conformance with the Boise City Subdivision Ordinance. Contact Planning and Development Services at (208) 608-7100 regarding questions pertaining to this condition.

26. Any exterior residential light or streetlight fixtures shall be of a design that will focus light downwards in order to prevent light to trespass outside the project.
27. 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.

28. Vision Triangles, as defined under Section 11-012-03 of the Boise City Code, shall remain clear of sight obstructions.

29. Prior to a Building Permit and prior to any construction on the site, an Erosion and Sediment Control Permit must be obtained from the Building Division of the Planning and Development Services Department.

30. All surface drainage shall be reviewed and approved by ACHD and BCPW. Perimeter grading shall be designed to match the existing grade of the adjoining properties.

31. All Americans with Disabilities Act (ADA) requirements shall be met.

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. In compliance with Boise City Code, anyone planting, pruning, removing or trenching/excavating near any tree(s) on ACHD or State right-of-ways must obtain a permit from Boise City Community Forestry at least one (1) week in advance of such work by calling (208) 608-7700. Species shall be selected from the Boise City Tree Selection Guide.

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. Utility services shall be installed underground.

37. 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 and submitted to the Building Department on the 2nd floor of City Hall. For additional information, please call (208) 608-7100.
38. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.

39. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

40. 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.

41. 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.

42. 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.

43. Prior to the expiration of this permit, Boise City Council may, upon written request by the holder, grant a one-year time extension.
CERTIFICATE OF OWNERS

KNOW ALL PERSONS BY THESE PRESENTS: THAT DAVE EVANS CONSTRUCTION LLC, AN IDAHO LIMITED LIABILITY COMPANY, 4/9/0 ZACH EVANS CONSTRUCTION IS THE OWNER OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

ALL OF LOT 1, BLOCK 25 OF THE AMENDED DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 AS FILED IN BOOK 118 OF PLATS AT PAGES 18230 THROUGH 18233, RECORDS OF ADA COUNTY, IDAHO LOCATED IN GOVERNMENT LOT 9 OF SECTION 30, T.33N, R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30, T.3 N., R.3E., B.M., FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 19 AND 29 BEARS NORTH 88°57'14" WEST, 2624.54 FEET; THENCE SOUTH 111°32'26" WEST, 487.36 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE REAL POINT OF BEGINNING;

THENCE ALONG THE EXTERIOR BOUNDARY LINE OF SAID LOT 1 FOR THE FOLLOWING COURSE AND DISTANCES:

SOUTH 23°59'08" WEST, 156.00 FEET;
NORTH 64°07'52" WEST, 12.00 FEET;
SOUTH 23°59'08" WEST, 13.00 FEET;
NORTH 64°07'52" WEST, 228.00 FEET;
NORTH 23°59'08" EAST, 13.00 FEET;
NORTH 64°07'52" WEST, 12.00 FEET;
NORTH 23°59'08" EAST, 156.00 FEET;
SOUTH 64°07'52" EAST, 252.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.971 ACRES, MORE OR LESS.

THIS IS TO CERTIFY THAT ZACH EVANS CONSTRUCTION, INC. IS THE OWNER OF THE REAL PROPERTY PLATTED HEREON, AND THAT IT IS THE OWNER'S INTENTION TO CREATE A CONDOMINIUM PROJECT. THE OWNERS ALSO CERTIFY THAT THEY CONSENT TO THE RECORDATION OF DOCUMENTS PURSUANT TO CHAPTER 16, TITLE 55 OF THE IDAHO CODE. 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 UNITS IN THIS PLAT WILL BE EIGLSE 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 UNITS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SIGNED THIS ____ DAY OF ______________, 2020.

DAVE EVANS CONSTRUCTION LLC, AN IDAHO LIMITED LIABILITY COMPANY, 4/9/0 ZACH EVANS CONSTRUCTION

D. ZACHARY EVANS
MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO ) ) S.S.
COUNTY OF ADA )

ON THIS ______ DAY OF ________, 2020, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED D. ZACHARY EVANS, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF DAVE EVANS CONSTRUCTION LLC, AN IDAHO LIMITED LIABILITY COMPANY, 4/9/0 ZACH EVANS CONSTRUCTION, OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT DAVE EVANS CONSTRUCTION LLC, 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
RECORDING AT:

MY COMMISSION EXPIRES:

CERTIFICATE OF SURVEYOR

I, CODY M. MCCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND CONDOMINIUMS.

CODY M. MCCAMMON, P.L.S.

IDAHO NO. 11779

Job No. 19-241
Page 194
Sheet 6 of 7

IDAHOSURVEYGROUP, LLC

9800 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 640-6075
TAPER CONDOMINIUMS

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 _____.

PRESIDENT, ACHD

APPROVAL OF CENTRAL DISTRICT
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 50-1328, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH

APPROVAL OF CITY ENGINEER
I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

BOISE CITY ENGINEER

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 _____, _____, THIS PLAT WAS DILY ACCEPTED AND APPROVED.

CITY CLERK, BOISE, IDAHO

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, SURVEYS AND CONDOMINIUMS.

COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER
I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF C.C. 50-1309. I DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE
STATE OF IDAHO

COUNTY OF ADA

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF ZACH EVAN CONSTRUCTION, INC. AT _____ MINUTES PAST _____ O'CLOCK _____ M, ON THIS _____ DAY OF _____, _____, IN BOOK _____ OF PLATS AT PAGES _____.

INSTRUMENT NO. _____

DEPUTY EX-OFFICIO RECORDER

FEE
TO: Mayor and Council
FROM: Nicolette Womack, Planning and Development Services
NUMBER: ORD-34-20
DATE: October 8, 2020
SUBJECT: CAR19-00031 / Ordinance

BACKGROUND:


On August 18, 2020, City Council approved CAR19-00031.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Exhibit A (Rezone Map) (PDF)
AN ORDINANCE (CAR19-00031 FOR PROPERTY LOCATED AT 511 N MAPLE GROVE RD) 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 LIGHT INDUSTRIAL WITH DESIGN REVIEW (M-1D) TO NEIGHBORHOOD COMMERCIAL WITH DESIGN REVIEW AND DEVELOPMENT AGREEMENT (C-1D/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 Light Industrial with Design Review (M-1D) to Neighborhood Commercial with Design Review and Development Agreement (C-1D/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&3 (Rezone & Development Agreement). The rezone from M-1D to C-1D/DA is in compliance with the Comprehensive Plan which designates the site as “Industrial” on the Land Use Map, within which the C-1 zone is allowed. The subject property is uniquely located where the “Industrial” land use area meets the “Mixed Use” designation associated with the Boise Town Square Mall, a Regional Activity Center. Although the Comprehensive Plan does encourage maintaining a sufficient supply of industrial land (Goal EC1.2), it also encourages re-designating areas that cannot be feasibly served for less intensive uses and concentrating economic development efforts elsewhere (Goal EC5.1). It is evident an industrial use may not be the best use for the property, as the site has never developed, unlike the surrounding areas. The property has been rezoned from M-1D to C-1D and back again twice. As established in the prior rezone approvals, it is evident both the C-1 or M-1 zoning would be appropriate for the site.
The multi-family project is supported by Goal WB-CCN 3.2 of the Comprehensive Plan which encourages providing housing close to the mall and spin-off businesses that can be supported by nearby residents. Goal NAC3.2 directs residential infill to areas identified as suitable for change, such as this parcel. Principle GDP-C.5 & Principle GDP-MU.6(b) also call for locating high-density residential along corridors with existing and planned transit services and stops, such as this property. The included Development Agreement prohibiting future automobile-oriented uses will ensure compliance with the Comprehensive Plan and encourage development of transit-oriented uses, rather than a reliance on automobiles.

The rezone and Development Agreement are in the best interest of the public convenience and general welfare as it allows the development of a property which has remained vacant within the City of Boise’s jurisdiction for over 33 years. In addition, it will provide several residential units while reducing vehicle miles traveled and avoiding costly extensions of transportation infrastructure (Goal CC1.1). The rezone with the Development Agreement maintains and preserves compatibility with the surrounding zoning and development, which include an assisted living facility, commercial, restaurants, medical office, and general office uses within close proximity. It will also be compatible with adjacent industrial uses which consist of warehouses and self-storage facilities.

Section 3. The zoning maps of the city of Boise City, Idaho, are hereby changed, altered, and amended to include and insert the real property described in Exhibit A hereof in the land use classification therein described.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication.
TO: Mayor and Council
FROM: Heather Buchanan, Public Works
NUMBER: ORD-35-20
DATE: October 13, 2020
SUBJECT: Republic Services Franchise Agreement Amendment

BACKGROUND:

The City of Boise has a franchise agreement with Republic Services of Idaho (Republic) for hauling of trash, recycling, and compostable materials and for operation of the composting facility. The franchise agreement requires annual review of Republic’s financial results and reimbursement pricing negotiations.

Annual negotiations typically occur in the fall for an effective date of January 1. The 2020 negotiations should have started in fall of 2019 but were delayed until February 2020 pending the outcome of Ada County’s landfill cost of service study. Negotiations were then further delayed due to COVID. As a note, we are starting the negotiations for 2021 to get the process back on track.

Republic’s 2020 request includes 1.0% for volume (account) growth, 6.4% for wage increases, 2.7% for inflation, 3.0% for maintenance cost increases, plus a 4.0% increase in reimbursement for the Residential service line.

Historically, contract negotiations have aligned Republic’s budgetary assumptions to the City’s budget assumptions unless there are specific reasons or circumstances that would account for the difference. Therefore, in comparison, the City’s Solid Waste Fund budget assumed 2.0% for volume growth, 3.0% for wage increases, and 0 to 1.0% for general inflation including maintenance increases.

As we’ve progressed through the year, actual account growth is tracking closer to 1.0%. Although Republic’s wage increase is higher than the City’s, the increase seems reasonable due to the difficulties Republic has experienced in hiring and maintaining drivers and maintenance staff. Market competition introduced by another hauling company has driven much of the need to increase wages. Adjusting the other factors to more closely align with the City’s assumptions reduces the needed Residential service reimbursement increase to 3.7%, equivalent to an annual
increase of $528,524.

Public Works request City Council approval of the 3.7% reimbursement increase for the Residential service line be effective retroactively to January 1, 2020.

FINANCIAL IMPACT:

The recommended 3.7% service reimbursement rate increase will not require a customer rate increase at this time.

ATTACHMENTS:

- Attachment A - Republic Services 2020 Reimbursement Schedules Residential and Commercial (PDF)
- Attachment B - Ordinance Summary (DOCX)
- Attachment C - 2020 Final Franchise Agreement (PDF)
AN ORDINANCE AMENDING THE SOLID WASTE FRANCHISE AGREEMENT (FRANCHISE AGREEMENT) BY AND BETWEEN THE CITY OF BOISE, BY AND THROUGH ITS PUBLIC WORKS DEPARTMENT (THE CITY), AND ALLIED WASTE SERVICES OF NORTH AMERICA L.L.C. DOING BUSINESS AS REPUBLIC SERVICES OF BOISE (REPUBLIC SERVICES) ADOPTING AN UPDATED REIMBURSEMENT RATE SCHEDULE TO INCREASE REIMBURSEMENT RATES PAID TO REPUBLIC SERVICES FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES; PROVIDING AN EFFECTIVE DATE; AND APPROVING A SUMMARY OF THE ORDINANCE.

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

Section 1. That the Solid Waste Franchise Agreement (Franchise Agreement) by and between the city of Boise City and Allied Waste Services of North America L.L.C. doing business as Republic Services of Boise, is hereby amended to include increased rates for reimbursement to Republic Services of Boise for solid waste collection and disposal services, a copy of said reimbursement rate schedule is attached hereto and incorporated herein by reference as Attachment A. The updated reimbursement rate schedule is incorporated into the Franchise Agreement as Exhibit B, which is attached hereto and incorporated herein by reference as Attachment C.

Section 2. That this Ordinance shall be in full force and effect on December 1, 2020, after its passage, approval and publication, and that Republic Services of Boise reimbursement rate increase will be effective retroactively to January 1, 2020 to align with the contract calendar year.

Section 3. That the Summary of this Ordinance, attached hereto as Attachment B, is approved as to both form and content.
Republic Services of Boise
Reimbursement Rates Effective 1/1/2020

PRICE AND REVENUE TARGETS

<table>
<thead>
<tr>
<th>Service</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diesel Fuel - Per Gallon</td>
<td>$3.00</td>
<td>$3.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>Recyclable Commodities - Lower (from Republic)</td>
<td>-</td>
<td>$62,000.00</td>
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</tr>
<tr>
<td>Recyclable Commodities - Upper (Payment)</td>
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<td>$74,000.00</td>
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### HOUSEHOLD

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<th>Change</th>
</tr>
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<tr>
<td>Residential Trash</td>
<td>$7.95</td>
<td>$8.25</td>
<td>3.77%</td>
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<tr>
<td>Residential Recycling</td>
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<td>$2.93</td>
<td>3.53%</td>
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<td>Residential Composting</td>
<td>$5.18</td>
<td>$5.37</td>
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<tr>
<td>Residential Premium Carry-out Service</td>
<td>$21.41</td>
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<td>Residential Curbside Carry-out Service</td>
<td>$15.70</td>
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<td>Residential Glass Collection</td>
<td>$5.49</td>
<td>$5.69</td>
<td>3.64%</td>
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<tr>
<td>Additional Collection</td>
<td>$8.13</td>
<td>$8.43</td>
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<td>Additional Trash Cart</td>
<td>$1.18</td>
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<td>Second Additional Trash Cart per Month</td>
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<td>Additional Trash Carts with Waiver per Month</td>
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<td>$1.22</td>
<td>3.39%</td>
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<tr>
<td>Cart Pickup</td>
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<td>$17.19</td>
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<tr>
<td>Sticker for Additional Pickup (per Sticker)</td>
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<tr>
<td>Appliance Collection with Freon</td>
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<td>$56.63</td>
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<td>Appliance Collection without Freon</td>
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<td>$26.55</td>
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<td>Damaged Cart Replacement</td>
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<td>$62.35</td>
<td>New</td>
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<tr>
<td>SERVICE</td>
<td>Current</td>
<td>Proposed</td>
<td>RENTAL</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Service</td>
</tr>
<tr>
<td><strong>BUSINESS TRASH (Regular Commercial)</strong></td>
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<tr>
<td>3 - 8 yd Dumpster Delivery</td>
<td>$20.63</td>
<td>$20.63</td>
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<tr>
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<tr>
<td>Lock Installation</td>
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<tr>
<td>Container Weigh Fee</td>
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<td>$24.94</td>
<td>$</td>
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<tr>
<td>Container Steam Clean</td>
<td>N/A</td>
<td>$149.64</td>
<td>$</td>
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<tr>
<td>Dry Run (container not picked up or serviced)</td>
<td>N/A</td>
<td>$24.94</td>
<td>$</td>
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<tr>
<td>Damaged Cart Replacement</td>
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<td>$62.35</td>
<td>$</td>
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<tr>
<td>Additional Yardage</td>
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<td>$20.62</td>
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<td>$53.80</td>
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<td>3 yd Dumpster 4x / week</td>
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<td>$131.44</td>
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<td>3 yd Dumpster 6x / week</td>
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<td>$29.97</td>
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<td>4 yd Dumpster 2x / week</td>
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<td>$91.27</td>
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<td>6 yd Dumpster every other week</td>
<td>$30.35</td>
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<td>$23.23</td>
</tr>
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<td>6 yd Dumpster 1x / week</td>
<td>$37.46</td>
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<td>6 yd Dumpster 5x / week</td>
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<td>8 yd Dumpster 5x / week</td>
<td>$226.09</td>
<td>$226.09</td>
<td>$30.13</td>
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<tr>
<td>8 yd Dumpster 6x / week</td>
<td>$273.76</td>
<td>$273.76</td>
<td>$30.13</td>
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<tr>
<td>(per dump charges)</td>
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<td></td>
</tr>
<tr>
<td>3 yd Additional Dump</td>
<td>$12.86</td>
<td>$12.86</td>
<td>$</td>
</tr>
<tr>
<td>4 yd Additional Dump</td>
<td>$15.32</td>
<td>$15.32</td>
<td>$</td>
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<tr>
<td>6 yd Additional Dump</td>
<td>$20.44</td>
<td>$20.44</td>
<td>$</td>
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<tr>
<td>8 yd Additional Dump</td>
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<td>$27.04</td>
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<tr>
<td>Additional Collections per Hour</td>
<td>$149.64</td>
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</tr>
<tr>
<td>Each 5x Minute Increment</td>
<td>$12.47</td>
<td>$12.47</td>
<td>$</td>
</tr>
</tbody>
</table>

**COMMERCIAL TRASH CAN SERVICE**

(monthly charges)

<p>| 1-6 carts 1x /week - Regular | $23.30 | $23.30 | $ | $ | $ | 0.0% | 0.0% |
| 1-6 carts 2x /week - Regular | $46.56 | $46.56 | $ | $ | $ | 0.0% | 0.0% |
| 1-6 carts 3x /week - Regular | $69.85 | $69.85 | $ | $ | $ | 0.0% | 0.0% |
| 1-6 carts 4x /week - Regular | $93.13 | $93.13 | $ | $ | $ | 0.0% | 0.0% |
| 1-6 carts 5x /week - Regular | $116.40 | $116.40 | $ | $ | $ | 0.0% | 0.0% |</p>
<table>
<thead>
<tr>
<th>SERVICE</th>
<th>Current</th>
<th>Proposed</th>
<th>RENTAL</th>
<th>Change</th>
<th>CHANGE</th>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Service</td>
<td>Rental</td>
</tr>
<tr>
<td>1-6 carts 1x /week - Carry-out</td>
<td>33.38</td>
<td>33.38</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>1-6 carts 2x /week - Carry-out</td>
<td>66.05</td>
<td>66.05</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Wheeled Cart 95 gallon</td>
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<td>0.52</td>
<td>0.52</td>
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<tr>
<td>Cart Removal</td>
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<td>-</td>
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<tr>
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</tr>
<tr>
<td>CUSTOMER-OWNED COMPACTORS TRASH SERVICE</td>
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<td>(monthly charges)</td>
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</tr>
<tr>
<td>3 Yd Compactor 1/week</td>
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<td>58.68</td>
<td>-</td>
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<tr>
<td>3 Yd Compactor 2/week</td>
<td>117.34</td>
<td>117.34</td>
<td>-</td>
<td>-</td>
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<tr>
<td>3 Yd Compactor 3/week</td>
<td>176.00</td>
<td>176.00</td>
<td>-</td>
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<td>3 Yd Compactor 4/week</td>
<td>234.09</td>
<td>234.09</td>
<td>-</td>
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<tr>
<td>3 Yd Compactor 5/week</td>
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<td>292.62</td>
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<tr>
<td>3 Yd Compactor 6/week</td>
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<td>351.12</td>
<td>-</td>
<td>-</td>
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<tr>
<td>4 Yd Compactor 1/week</td>
<td>66.32</td>
<td>66.32</td>
<td>-</td>
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<tr>
<td>4 Yd Compactor 2/week</td>
<td>132.71</td>
<td>132.71</td>
<td>-</td>
<td>-</td>
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<tr>
<td>4 Yd Compactor 3/week</td>
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<tr>
<td>4 Yd Compactor 4/week</td>
<td>265.38</td>
<td>265.38</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>4 Yd Compactor 5/week</td>
<td>331.74</td>
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<td>-</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>6 Yd Compactor 1/week</td>
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<td>88.47</td>
<td>-</td>
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<tr>
<td>6 Yd Compactor 2/week</td>
<td>176.91</td>
<td>176.91</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>6 Yd Compactor 3/week</td>
<td>265.38</td>
<td>265.38</td>
<td>-</td>
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<td>6 Yd Compactor 5/week</td>
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<tr>
<td>6 Yd Compactor 6/week</td>
<td>530.76</td>
<td>530.76</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>8 Yd Compactor 1x/week</td>
<td>117.94</td>
<td>117.94</td>
<td>-</td>
<td>-</td>
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<tr>
<td>8 Yd Compactor 2x/week</td>
<td>235.90</td>
<td>235.90</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>8 Yd Compactor 3x/week</td>
<td>353.84</td>
<td>353.84</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>8 Yd Compactor 4x/week</td>
<td>471.80</td>
<td>471.80</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>8 Yd Compactor 5x/week</td>
<td>589.75</td>
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</tr>
<tr>
<td>8 Yd Compactor 6x/week</td>
<td>707.69</td>
<td>707.69</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>(per haul charges)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3 Yd Compactor</td>
<td>13.55</td>
<td>13.55</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>4 Yd Compactor</td>
<td>15.32</td>
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<tr>
<td>6 Yd Compactor</td>
<td>20.47</td>
<td>20.47</td>
<td>-</td>
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</tr>
<tr>
<td>8 Yd Compactor</td>
<td>27.24</td>
<td>27.24</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>10 Yd Compactor</td>
<td>124.24</td>
<td>124.24</td>
<td>-</td>
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</tr>
<tr>
<td>13 Yd Compactor</td>
<td>124.24</td>
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<td>-</td>
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<tr>
<td>15 Yd Compactor</td>
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<td>-</td>
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<tr>
<td>16 Yd Compactor</td>
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<tr>
<td>17 Yd Compactor</td>
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<td>-</td>
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<tr>
<td>20 Yd Compactor</td>
<td>124.24</td>
<td>124.24</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>22 Yd Compactor</td>
<td>124.24</td>
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<td>-</td>
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</tr>
<tr>
<td>25 Yd Compactor</td>
<td>124.24</td>
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<td>-</td>
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<tr>
<td>30 Yd Compactor</td>
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<td>-</td>
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<tr>
<td>34 Yd Compactor</td>
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<td>124.24</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>35 Yd Compactor</td>
<td>124.24</td>
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<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>40 Yd Compactor</td>
<td>124.24</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>Turn Around Fee - Non-Breakoff Compactor</td>
<td>26.78</td>
<td>26.78</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>ROLL-OFFS/ON CALL TRASH SERVICE</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3 - 8 yd Dumpster Delivery</td>
<td>20.63</td>
<td>20.63</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>20 - 40 yd Container Delivery</td>
<td>41.95</td>
<td>41.95</td>
<td>-</td>
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<td>0.0%</td>
</tr>
<tr>
<td>Relocations / Returns</td>
<td>40.29</td>
<td>40.29</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>3 yd Dumpster - Temporary</td>
<td>11.80</td>
<td>11.80</td>
<td>0.38</td>
<td>0.38</td>
<td>0.0%</td>
</tr>
<tr>
<td>4 yd Dumpster - Temporary</td>
<td>14.73</td>
<td>14.73</td>
<td>0.60</td>
<td>0.60</td>
<td>0.0%</td>
</tr>
<tr>
<td>6 yd Dumpster - Temporary</td>
<td>19.65</td>
<td>19.65</td>
<td>0.73</td>
<td>0.73</td>
<td>0.0%</td>
</tr>
<tr>
<td>SERVICE</td>
<td>Current</td>
<td>Proposed</td>
<td>RENTAL</td>
<td>Current</td>
<td>Proposed</td>
</tr>
<tr>
<td>-------------------------------</td>
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<td>-----------------</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 yd Dumpster - Temporary</td>
<td>$26.19</td>
<td>$26.19</td>
<td>$0.95</td>
<td>$0.95</td>
<td></td>
</tr>
<tr>
<td>20 yd Box - Regular</td>
<td>$117.13</td>
<td>$117.13</td>
<td>$3.46</td>
<td>$3.46</td>
<td></td>
</tr>
<tr>
<td>30 yd Box - Regular</td>
<td>$117.13</td>
<td>$117.13</td>
<td>$4.08</td>
<td>$4.08</td>
<td></td>
</tr>
<tr>
<td>40 yd Box - Regular</td>
<td>$117.13</td>
<td>$117.13</td>
<td>$4.60</td>
<td>$4.60</td>
<td></td>
</tr>
<tr>
<td>20 yd Box - Wood Waste</td>
<td>$117.13</td>
<td>$117.13</td>
<td>$3.46</td>
<td>$3.46</td>
<td></td>
</tr>
<tr>
<td>30 yd Box - Wood Waste</td>
<td>$117.13</td>
<td>$117.13</td>
<td>$4.08</td>
<td>$4.08</td>
<td></td>
</tr>
<tr>
<td>40 yd Box - Wood Waste</td>
<td>$117.13</td>
<td>$117.13</td>
<td>$4.60</td>
<td>$4.60</td>
<td></td>
</tr>
<tr>
<td>3 yd Construction and Demolition per Haul</td>
<td>$42.91</td>
<td>$42.91</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>6 yd Construction and Demolition per Haul</td>
<td>$50.92</td>
<td>$50.92</td>
<td>$-</td>
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</tr>
<tr>
<td>8 yd Construction and Demolition per Haul</td>
<td>$70.84</td>
<td>$70.84</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>20 yd Box - Construction / Demolition</td>
<td>$127.64</td>
<td>$127.64</td>
<td>$3.46</td>
<td>$3.46</td>
<td></td>
</tr>
<tr>
<td>30 yd Box - Construction / Demolition</td>
<td>$127.64</td>
<td>$127.64</td>
<td>$4.08</td>
<td>$4.08</td>
<td></td>
</tr>
<tr>
<td>40 yd Box - Construction / Demolition</td>
<td>$127.64</td>
<td>$127.64</td>
<td>$4.60</td>
<td>$4.60</td>
<td></td>
</tr>
<tr>
<td>20 yd Box - Asbestos</td>
<td>$197.11</td>
<td>$197.11</td>
<td>$3.46</td>
<td>$3.46</td>
<td></td>
</tr>
<tr>
<td>30 yd Box - Asbestos</td>
<td>$197.11</td>
<td>$197.11</td>
<td>$4.08</td>
<td>$4.08</td>
<td></td>
</tr>
<tr>
<td>40 yd Box - Asbestos</td>
<td>$197.11</td>
<td>$197.11</td>
<td>$4.60</td>
<td>$4.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL RECYCLING SERVICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appliance With Freon</td>
<td>$47.66</td>
<td>$47.66</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>Appliance Without Freon</td>
<td>$22.33</td>
<td>$22.33</td>
<td>$-</td>
<td>$-</td>
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</tr>
<tr>
<td>Cart Removal</td>
<td>$17.24</td>
<td>$17.24</td>
<td>$-</td>
<td>$-</td>
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</tr>
<tr>
<td>1 - 95 gal Cart, 1x week</td>
<td>$-</td>
<td>$-</td>
<td>$0.52</td>
<td>$0.52</td>
<td></td>
</tr>
<tr>
<td>2 - 95 gal Cart, 1x week</td>
<td>$2.68</td>
<td>$2.68</td>
<td>$1.04</td>
<td>$1.04</td>
<td></td>
</tr>
<tr>
<td>3 - 95 gal Cart, 1x week</td>
<td>$5.36</td>
<td>$5.36</td>
<td>$1.56</td>
<td>$1.56</td>
<td></td>
</tr>
<tr>
<td>4 - 95 gal Cart, 1x week</td>
<td>$8.03</td>
<td>$8.03</td>
<td>$2.08</td>
<td>$2.08</td>
<td></td>
</tr>
<tr>
<td>5 - 95 gal Cart, 1x week</td>
<td>$10.71</td>
<td>$10.71</td>
<td>$2.60</td>
<td>$2.60</td>
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</tr>
<tr>
<td>95 gal Cart Extra Collection</td>
<td>$8.43</td>
<td>$8.43</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>3 yd Green Container, 1x week</td>
<td>$25.29</td>
<td>$25.29</td>
<td>$11.95</td>
<td>$11.95</td>
<td></td>
</tr>
<tr>
<td>3 yd Green Container, 2x week</td>
<td>$48.44</td>
<td>$48.44</td>
<td>$11.95</td>
<td>$11.95</td>
<td></td>
</tr>
<tr>
<td>3 yd Green Container, 3x week</td>
<td>$72.97</td>
<td>$72.97</td>
<td>$11.95</td>
<td>$11.95</td>
<td></td>
</tr>
<tr>
<td>3 yd Green Container, 4x week</td>
<td>$98.83</td>
<td>$98.83</td>
<td>$11.95</td>
<td>$11.95</td>
<td></td>
</tr>
<tr>
<td>3 yd Green Container, 5x week</td>
<td>$126.08</td>
<td>$126.08</td>
<td>$11.95</td>
<td>$11.95</td>
<td></td>
</tr>
<tr>
<td>3 yd Green Container Delivery Fee</td>
<td>$20.63</td>
<td>$20.63</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>3 yd Green Container Extra Collection</td>
<td>$12.28</td>
<td>$12.28</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>6 yd Green Container, 1x week</td>
<td>$32.11</td>
<td>$32.11</td>
<td>$23.23</td>
<td>$23.23</td>
<td></td>
</tr>
<tr>
<td>6 yd Green Container, 2x week</td>
<td>$70.23</td>
<td>$70.23</td>
<td>$23.23</td>
<td>$23.23</td>
<td></td>
</tr>
<tr>
<td>6 yd Green Container, 3x week</td>
<td>$108.38</td>
<td>$108.38</td>
<td>$23.23</td>
<td>$23.23</td>
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<tr>
<td>6 yd Green Container, 4x week</td>
<td>$149.24</td>
<td>$149.24</td>
<td>$23.23</td>
<td>$23.23</td>
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<tr>
<td>6 yd Green Container, 5x week</td>
<td>$186.00</td>
<td>$186.00</td>
<td>$23.23</td>
<td>$23.23</td>
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</tr>
<tr>
<td>6 yd Green Container Delivery Fee</td>
<td>$20.63</td>
<td>$20.63</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>6 yd Green Container Extra Collection</td>
<td>$20.44</td>
<td>$20.44</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>8 yd Green Container, 1x week</td>
<td>$35.50</td>
<td>$35.50</td>
<td>$30.13</td>
<td>$30.13</td>
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<tr>
<td>8 yd Green Container, 2x week</td>
<td>$76.35</td>
<td>$76.35</td>
<td>$30.13</td>
<td>$30.13</td>
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<tr>
<td>8 yd Green Container, 3x week</td>
<td>$128.11</td>
<td>$128.11</td>
<td>$30.13</td>
<td>$30.13</td>
<td></td>
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<tr>
<td>8 yd Green Container, 4x week</td>
<td>$171.69</td>
<td>$171.69</td>
<td>$30.13</td>
<td>$30.13</td>
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<tr>
<td>8 yd Green Container, 5x week</td>
<td>$220.73</td>
<td>$220.73</td>
<td>$30.13</td>
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<tr>
<td>8 yd Green Container Delivery Fee</td>
<td>$20.63</td>
<td>$20.63</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>8 yd Green Container Extra Collection</td>
<td>$27.24</td>
<td>$27.24</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>3 Yd Green Compactor - 1x week</td>
<td>$58.68</td>
<td>$58.68</td>
<td>$-</td>
<td>$-</td>
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</tr>
<tr>
<td>3 Yd Green Compactor - 2x week</td>
<td>$117.34</td>
<td>$117.34</td>
<td>$-</td>
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</tr>
<tr>
<td>3 Yd Green Compactor Extra Collection</td>
<td>$13.55</td>
<td>$13.55</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>4 yd Green Compactor, 1x week</td>
<td>$66.32</td>
<td>$66.32</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>4 yd Green Compactor, 2x week</td>
<td>$132.71</td>
<td>$132.71</td>
<td>$-</td>
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</tr>
<tr>
<td>4 yd Green Compactor, Extra Collection</td>
<td>$15.32</td>
<td>$15.32</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>SERVICE</td>
<td>Current</td>
<td>Proposed</td>
<td>CHANGE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>---------</td>
<td>----------</td>
<td>--------</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current</td>
<td>Proposed</td>
<td>Service</td>
<td>Rental</td>
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</tr>
<tr>
<td>6 Yd Green Compactor - 1x week</td>
<td>$88.47</td>
<td>$88.47</td>
<td>0.0%</td>
<td>0.0%</td>
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</tr>
<tr>
<td>6 Yd Green Compactor - 2x week</td>
<td>$176.91</td>
<td>$176.91</td>
<td>0.0%</td>
<td>0.0%</td>
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</tr>
<tr>
<td>6 Yd Green Compactor Extra Collection</td>
<td>$20.47</td>
<td>$20.47</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>8 Yd Green Compactor - 1x week</td>
<td>$117.94</td>
<td>$117.94</td>
<td>0.0%</td>
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<tr>
<td>8 Yd Green Compactor - 2x week</td>
<td>$235.90</td>
<td>$235.90</td>
<td>0.0%</td>
<td>0.0%</td>
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<tr>
<td>8 Yd Green Compactor Extra Collection</td>
<td>$27.24</td>
<td>$27.24</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>65 gal Glass Collection 1 x month</td>
<td>$5.36</td>
<td>$5.36</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>2 - 3 Yd Glass Recycle Container 1 x month</td>
<td>$35.20</td>
<td>$35.20</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>2 - 3 Yd Glass Recycle Container 2 x month</td>
<td>$56.49</td>
<td>$56.49</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>2 - 3 Yd Glass Recycle Container 1 x week</td>
<td>$72.01</td>
<td>$72.01</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>2 - 3 Yd Glass Recycle Container 2 x week</td>
<td>$125.71</td>
<td>$125.71</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>2 - 3 Yd Glass Recycle Container 3 x week</td>
<td>$179.43</td>
<td>$179.43</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Extra 2 or 3 yd Glass Pick Up</td>
<td>$12.28</td>
<td>$12.28</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT “B”

STATEMENT OF BOISE CITY ATTORNEY
AS TO ADEQUACY OF SUMMARY
OF ORDINANCE NO. ___________

The undersigned, Abigail R. Germaine, in her capacity as Deputy City Attorney of the city of Boise City, Idaho, hereby certifies that she is a legal advisor of the City and has reviewed a copy of the attached Summary of Ordinance No. __________ of the city of Boise City, Idaho, and has found the same to be true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A(3).

DATED this _____ day of ______, 2020.

__________________________
Abigail Germaine
Deputy City Attorney

SUMMARY OF ORDINANCE NO. __________
OF THE CITY OF BOISE CITY, IDAHO

AN ORDINANCE AMENDING THE SOLID WASTE FRANCHISE AGREEMENT (FRANCHISE AGREEMENT) BY AND BETWEEN THE CITY OF BOISE, BY AND THROUGH ITS PUBLIC WORKS DEPARTMENT (THE CITY), AND ALLIED WASTE SERVICES OF NORTH AMERICA L.L.C. DOING BUSINESS AS REPUBLIC SERVICES OF BOISE (REPUBLIC SERVICES) ADOPTING AN UPDATED REIMBURSEMENT RATE SCHEDULE TO INCREASE REIMBURSEMENT RATES PAID TO REPUBLIC SERVICES FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES; PROVIDING AN EFFECTIVE DATE; AND APPROVING A SUMMARY OF THE ORDINANCE.

This Ordinance amends the Franchise Agreement by approving an updated reimbursement rate schedule to increase reimbursement rates to Republic Services. The updated reimbursement rate schedule is incorporated into the Franchise Agreement as Exhibit B. The Ordinance provides for an effective date and makes the reimbursement rate increase effective retroactively to January 1, 2020. The Ordinance approves this summary of the Ordinance.

The effective date of the Ordinance is the date of its passage, approval and publication and no sooner than December 1, 2020. A copy of the full text of the Ordinance is available at the City Clerk’s office, 150 North Capitol Boulevard, in Boise, Idaho 83701. Examination may be requested in writing or in person during regular business hours of the City Clerk’s office, from 8:00 a.m. until 5:00 p.m. pursuant to Section 50-901A(4), Idaho Code.
REPUBLİC SERVICES AMENDED SOLİD WASTE FRANCHİSE AGREEMENT

Effective Date, December 1, 2016 - December 31, 2028
THIS AMENDED FRANCHISE AGREEMENT (the "Franchise Agreement"), is made and entered into this 29th day of November 2016, by and between the City of Boise City, an Idaho municipal corporation, (the "City"), and Allied Waste Services of North America, LLC, a Delaware limited liability company, doing business as Republic Services of Boise ("Republic Services"), and expiring the 31st day of December 2028. Separately, Republic Services and the City may be referred to as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, on January 17, 1996, Republic Services, formerly known as BFI Waste Services of North America, Inc. and the City entered into a Franchise Agreement, as amended (the “Original Franchise Agreement”) for Republic Services to provide solid waste collection services to include non-hazardous trash collection and recycling services within the City and to perform such work as may be incidental thereto; and

WHEREAS, the Franchise Agreement was to expire by its terms on January 31, 2010, unless extended through written agreement by Republic Services and the City (the “2008 Amended Agreement”); and

WHEREAS, pursuant to the 2008 Amended Agreement adopted by Ordinance 6695, the Franchise Agreement was extended until December 31, 2018; and

WHEREAS, Republic Services and the City have agreed upon certain terms and conditions to further extend and amend the Franchise Agreement.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed by and between the Parties hereto as follows:

1. Except as otherwise provided in this Franchise Agreement, Republic Services is hereby granted an exclusive franchise, license and privilege as it relates to collection, removal, and disposal services within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide non-hazardous solid waste collection, removal and disposal services to include trash, compostable material, glass and recyclable material services as specified and to perform all of the work called for and described in the Contract Documents.

2. The Contract Documents shall include the following documents, and this Franchise Agreement does hereby expressly incorporate the same herein fully as if set forth verbatim in this Franchise Agreement:
A. The Performance Bond;
B. The Payment Bond;
C. This Franchise Agreement;
D. The original Solid Waste Franchise Agreement and all subsequent amendments;
E. The Composting Program Implementation Agreement;
F. The Composting Operations Agreement (to include the Compost Operations Plan) as developed and amended;
G. The Solid Waste Management Procedures ("SWMP") Contract as agreed upon and amended;
H. RFP 94-95; and
I. Any addenda to the foregoing documents agreed upon in writing by the Parties hereto.

3. All provisions of the Contract Documents shall be strictly conformed to by Republic Services, and no amendment to this Franchise Agreement shall be made except upon the written consent of the Parties, which consent shall not be unreasonably withheld.

4. No amendment shall be construed to release either Party from any obligation of the Contract Documents except as specifically provided for in such amendment.

5. This Franchise Agreement is entered into subject to the following conditions:

A. Republic shall procure and keep in full force and effect throughout the term of this Franchise Agreement all of the insurance policies specified in, and required by, the Contract Documents including the performance and payment bonds.

B. Republic Services shall not be liable for the failure to wholly perform its duties if such failure is caused by a catastrophe, riot, war, fire, acts of nature, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

C. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The
invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provisions or portion of the Contract Documents.

OVERVIEW

This Franchise Agreement engages Allied Waste Services of North America, LLC, formerly known as BFI Waste Services of North America, Inc., doing business as Republic Services of Boise ("Republic Services") to collect solid waste in Boise City, Ada County, Idaho and, except as otherwise provided herein, grants the exclusive franchise to provide such service in Boise City. In the course of this service, Republic Services will, as specified herein, provide individual household trash, glass, compostable materials, and recycling materials, collection service; business trash, glass, and recyclable materials collection service; carry-out service for those who are either qualified under the Americans with Disabilities Act (ADA) or pay the City an additional fee; provide additional services as agreed upon; and special services as specified herein. This Franchise Agreement requires Republic Services to post bond, provide insurance, security, and indemnity agreements, and to provide and maintain certain minimum levels of equipment. This Franchise Agreement compensates Republic Services for solid waste collection and transportation to a disposal or processing site, approved by the City, as well as operation of the compost facility as specified in the Composting Operations Agreement, until otherwise specified by the City, with monthly payments based on stated reimbursement per customer served and services provided.

Republic Services shall provide solid waste collection services to customers within the corporate boundaries of Boise City under the terms of this Franchise Agreement. Republic Services may provide solid waste collection services under this Franchise Agreement at state and federal installations located within the corporate boundaries of Boise City (including, but not limited to, Gowen Field, the Veterans Hospital, and the Federal building) to the extent allowable under state and federal law and where requested by the state and federal installations.

In accepting these responsibilities, Republic Services represents and affirms that it has made its own investigation into the method of doing the work, all conditions of doing the work to be accomplished, and the quantity and expense of labor, equipment and material needed, and applicable taxes, permits and laws.

The Boise City Public Works Director or designated representative ("Solid Waste Manager") will administer this contract for and on behalf of the City. The City has these limited responsibilities, subject to amendment by written agreement between Republic Services and the City:

1. Making payment to Republic Services contemplated by this Franchise Agreement;

2. Setting rates for the collection, recycling, composting, and disposal of solid waste for household, industrial and commercial customers;
3. Billing customers, receiving payment from customers and collecting past due accounts;

4. Collaborating with Republic Services regarding customer service, data collection and compilation;

5. Developing new programs associated or related to the collection, recycling, composting and disposal of solid waste;

6. Communicating with customers about service and reviewing Republic Services’ performance, in conjunction with Republic Services receiving, investigating and assisting to resolve customer grievances and giving notice to Republic Services for requests for special services;

7. Identifying customers receiving carry-out service and commercial cart service;

8. Identifying newly annexed areas and providing Republic Services with that information;

9. Promoting, informing and educating customers concerning solid waste programs contracted for by Republic Services under this Franchise Agreement; and

10. Enforcing the City’s Solid Waste Ordinance and this Franchise Agreement.

TERMS

1. Definition of Terms. For the purpose of this Franchise Agreement, the following terms, phrases and words shall have the following meaning:

A. Appliances: Major appliances (white goods) with sizes, weights or volumes greater than those allowed for wheeled trash carts such as refrigerators, stoves, dishwashers and water tanks. Appliances shall be collected and recycled.

B. Bulky Waste or Large Items: Waste materials, except major appliances, with sizes, weights or volumes greater than allowed for wheeled trash carts such as furniture. Bulky waste does not include piles of debris, construction or demolition debris, car parts, dead animals, hazardous materials or large animal manures and stable wastes.

C. Business: An establishment used for selling, such as an office, manufacturing, production, entertainment, service, non-residential school, or a similar use, whether for profit or not. A business includes hotels and motels and other short-term lodging uses. Businesses shall be considered commercial service customers.

D. Carry-Out Service: Solid waste service available to customers in which Republic Services is requested to enter onto private property to collect solid waste. Carry-out services shall be provided only after Republic Services obtains from the owner,
tenant, lessee or occupant of the premise a City approved "Save and Hold Harmless Agreement" running in favor of Republic Services and the City.

E. **City:** The city of Boise City, Idaho.

F. **Commercial Service:** Solid waste services using carts, dumpsters, roll off or compactor containers for commercial or industrial customers, where the customer selects the number, size and type of container and the frequency of service.

G. **Compost/Compostable Materials:** Organic materials which can be re-used, processed, or undergo biological activity to create a soil amendment. Compostable materials may include, but are not limited to, grass clippings, garden wastes, tree trimmings, yard wastes, wood wastes, vegetable matter, kitchen scraps, tea and coffee remains, and compostable paper products.

H. **Construction and Demolition Waste:** Construction waste materials resulting from construction, remodeling, repair or demolition operation.

I. **City Council:** The City Council of the city of Boise City, Idaho.

J. **Customer:** An occupant or owner of any premise, including household, apartment, business, commercial, institution or other establishment in Boise City, for which solid waste service is or has been provided.

K. **Glass:** Glass bottles and jars up to two (2) gallons in size which can be recycled in the City’s glass collection program. It does not include porcelain, ceramics, window panes, mirrors, or home or car window glass sheets.

L. **Hazardous Materials:** Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be a "hazardous waste" or "hazardous substance" as those terms are defined by federal or state law. De minimus amounts of household hazardous wastes are by definition excluded from regulation under 40 CFR Section 261.4(b)(1) (Subtitle C, RCRA) and do not constitute Hazardous Materials for purposes of this Agreement.

M. **Household:** A separate dwelling or residential unit in Boise City occupied by a person or group of persons which may be in a single family residence, mobile home, condominium, duplex or multiplex where trash and recyclable materials are placed and collected in wheeled carts. Each separate dwelling unit shall be considered a separate household for solid waste service and billing purposes.

N. **Institution:** A residential school, college, group home, dormitory, boardinghouse, nursing home, retirement center, in-patient medical facility, military installation and any similar use in Boise City. Institutions using central solid waste collection shall be considered commercial service customers.
O. **Medical Waste:** Waste which may contain infectious agents generated or produced as the result of the diagnosis, treatment, or immunization of human beings or animals, or related research, including but not limited to, sharps waste, infectious laboratory waste, waste from the production of bacteria, viruses or spores, human surgery specimens, infectious animal parts, tissues or carcasses, waste containing fluid blood or blood products, or trace amounts of chemotherapeutic agents affixed to items used for the administration of same.

P. **Mixed Use Building:** A building with both residential and business solid waste generated within the building that cannot be readily separated and is collected in central solid waste containers. Mixed use buildings shall be considered commercial service customers, unless otherwise determined by Republic Services and the City.

Q. **Overflow Trash:** Materials left outside or placed above the top of a collection container. Overflow trash creates nuisances and affects safe and orderly collection of the disposed materials.

R. **Person:** Any individual, partnership, association, firm, corporation, public agency or any other legal entity.

S. **Properly Prepared Solid Waste:** Trash or recyclable materials prepared and set out for collection in accordance with the City's Solid Waste Ordinance and the SWMP Contract.

T. **Recyclable Materials:** Products or substances, including but not limited to paper, cardboard, metals, empty aerosol cans, plastics, glass bottles and jars, or other substances capable of being re-processed or re-used, which have passed through their originally intended usage and which have been discarded or placed for collection by their owner, whether or not such products have monetary value.

U. **Resident or Owner:** Every person, including lessees and occupants, in possession, charge, custody, or control of any residence, business, or institutional premise within Boise City.

V. **Residential Complex:** Apartment, town home, manufactured housing, or condominium complexes of all sizes, as well as clusters of detached homes, duplexes, triplexes and four (4) plexes where owners choose or are required to use central solid waste collection rather than by individual wheeled carts. Residential complexes with central solid waste collection shall be considered commercial service customers.

W. **Self-Haul of Solid Waste:** A business owner or operator generating solid waste may collect and transport solid waste, trash and recyclable materials, using their own equipment for proper disposal or recycling. The self-haul of the solid waste shall not create nuisances or litter during the collection and hauling of the solid wastes.
X. **Solid Waste:** Garbage and trash of animal, vegetable or other matter, sludge and other discarded solid materials, including materials which are recyclable, compostable or otherwise reusable; includes bulky waste such as items too large to fit into wheeled carts. Solid waste includes waste from residential, industrial, business, institutional and agricultural operations and community activities. In addition, solid waste may include non-regulated quantities of medical wastes, hazardous materials or hazardous wastes of a type, nature, quantity, amount or concentration commonly present in solid waste produced by households which remain in the waste stream following implementation of reasonable measures for minimization and proper recycling, treatment and disposal by households.

Y. **Solid Waste Manager(s):** The individual(s) appointed by the Boise City Public Works Director to oversee the city Solid Waste Management System and to administer various Contract Documents.

Z. **Solid Waste Management System:** The collection and distribution of solid wastes to appropriate destinations for recycling, disposal, treatment or other proper handling or management.

AA. **Solid Waste Container:** A constructed container placed on the ground for the intended use of retaining solid waste. Solid waste containers may range in size from twenty (20) gallon cans to forty (40) yard roll-off boxes and compactors. Solid waste containers are to be placed and used near the site of waste generation.

BB. **Trash:** Materials discarded for disposal. Trash does not include materials which have been set aside for recycling, composting, or other reuse in the City's solid waste management system. Trash may also be referred to as garbage. Trash does not include federally or state regulated hazardous waste or medical waste.

CC. **Yard Waste:** Plant material, including leaves, grass, branches, brush, flowers, tree wood waste, and debris commonly thrown away in the course of maintaining yards and gardens, and other biodegradable organic waste including Christmas trees. Yard wastes may also be referred to as green wastes.

2. **Authority and Privilege Granted.**

A. **Exclusive Rights:** The City hereby grants exclusively to Republic Services, and Republic Services hereby accepts the authority, privilege and obligation to provide the following services within the corporate limits of Boise City as long as this Franchise Agreement is in effect:

i. Trash collection, transportation, as well as processing or disposal, for household, business (including residential complex with central solid waste service), institution, construction and demolition (using Republic Services’ solid waste containers) customers.
ii. Recyclable materials collection and transportation for household, business (including residential complex with central solid waste service), institution, construction and demolition (using Republic Services' solid waste containers) customers.

iii. Glass collection and transportation for household, business (including residential complex with central solid waste service), institution, construction and demolition (using Republic Services' solid waste containers) customers.

iv. Compostable material collection and transportation for household customers.

v. Additional services, which shall include carry-out service for those either qualified under the Americans with Disabilities Act (ADA) or who pay the City an additional fee.

vi. Such additional services and special services, as well as services to additional customer types, subject to and in accordance with the provisions of this Franchise Agreement and which shall be agreed upon by both Parties.

This exclusive authority applies only to those services expressly listed above and does not extend where declared herein to be non-exclusive or limited exclusive, nor is it intended to restrict residents or businesses from self-hauling their trash, glass, compostable or recyclable materials.

The City shall provide assistance to Republic Services in protecting its exclusive rights by adopting ordinances or resolutions, and enforcement thereof. Said enforcement shall include, in the City's reasonable judgment, written notification to any person violating such exclusivity, and administrative hearings or litigation against said violators if the violations have not ceased. Republic Services shall inform the City by written notice of any person known to it to be in violation.

The City shall not enter into any contract with any other person, business or entity for the performance of the exclusive services authorized and listed in this Section 2(A), as long as this Franchise Agreement is in effect.

Materials may be added to and/or deleted from the above list by written agreement between Republic Services and the City and incorporated into the SWMP Contract.

B. Limited Exclusive Rights. The City hereby grants Republic Services and Republic Services hereby accepts, the authority, privilege, and obligation to provide the following limited exclusive services, within the corporate limits, until otherwise determined by the City:
i. Recyclable materials ownership, processing, and disposal, designated by the City for collection, which designation may be amended from time to time by the City.

ii. Compostable materials processing, as designated by the City, and the processing of which is controlled by the Composting Operations Agreement and other pertinent Contract Documents. Such designation and defined processing may be amended from time to time by the City.

The City expressly reserves the right, at some future date, to license, permit or to request proposals from other potential contractors and to negotiate with and contract with other companies or agencies for, or for the City itself to take over, the processing, ownership, and disposal of recyclable materials, as well as the processing of compostable materials.

C. Non-exclusive; No Obligations. Notwithstanding any provision to the contrary, the authority and privilege granted to Republic Services shall be non-exclusive and Republic Services shall have no collection obligations, with respect to the following:

i. Federal and state owned facilities, such as military bases, except to the extent allowed by state and federal laws and as may be requested by the state or federal facilities.


iii. Medical Waste.

iv. Hauling services performed for landscaping maintenance and tree removal services by the entity performing said services using self-contained equipment such as a dump truck, attached trailer, or shredder.

v. Collection of recyclable materials by businesses or non-profit organizations so long as: (I) the transaction results in a net commodity payment (the commodity value is greater than the collection fees) to the producer of the recyclable materials, or (II) is a donation by the producer to a nonprofit or charitable organization, provided, that the producer uses the City’s solid waste service for the balance of its solid waste pursuant to this Franchise Agreement, or (III) in the case of non-residential (business) units self-hauls.

vi. Self-haul solid waste, where authorized for non-residential units by Title 8, Chapter 10 of the Boise City Code, by which the owner or occupant of a commercial premise may collect, convey and dispose of trash, glass, or compostable or recyclable materials generated in the operation of their business or through their activities using their own equipment.

vii. Construction and demolition solid waste hauling conducted by the entity performing construction or demolition services using self-contained
equipment such as a dump truck or attached wheeled trailer. This excludes the use of solid waste containers.

viii. Hauling services performed for construction or demolition wastes, or recyclable materials by the business entity conducting the activities which generates the wastes or recyclable materials using their own equipment for collection and hauling of the wastes or recyclable materials. The business entity must have a valid and current permit issued by the Planning and Development Services Department for the construction or demolition activity and pay any fees to the City to self-haul their wastes or recyclable materials.

ix. Dead animals weighing over twenty-five pounds.

x. Grit, grease, cooking or automotive oils or lubricants, and other wastes not suited for conventional disposal as set forth in the SWMP Contract.

TERMS AND CONDITIONS

3. Solid Waste Management Procedures ("SWMP") Contract. The Parties understand and agree that the day-to-day activities of Republic Services entail significant detail and coordination between Republic Services and the City, and may need to be altered from time to time. As a result, Republic Services and the Solid Waste Manager agree to utilize the SWMP Contract, as listed in the Contract Documents, to address the day to day issues with respect to this Franchise Agreement. The SWMP Contract shall be reviewed annually and amended as mutually agreed to in writing by the Parties.

4. Republic Services' Responsibility. Republic Services is solely responsible for the following:

A. Furnishing skill, labor, equipment, materials, supplies and utility services required for providing all services, exclusive, limited exclusive and non-exclusive, in accord with this Franchise Agreement.

B. Performance of all work by Republic Services employees, as specified herein under this Franchise Agreement, the SWMP Contract and the Composting Operations Agreement.

C. Supplying all records and information required by this Franchise Agreement or as required by any of the other Contract Documents.

D. Obtaining and securing at Republic Services’ sole expense all governmental permits and licenses and required regulatory approvals (including those of City ordinance), that relate to the collection, disposal, and processing of the solid waste. Republic Services is not responsible for obtaining and securing the permits and licenses related to the conditional use permit for the composting facility, or the siting application with the Idaho Department of Environmental Quality.
E. Paying all applicable taxes with respect to the services provided by Republic Services pursuant to this Agreement.

F. Complying with all applicable federal, state and local, laws, regulations, and ordinances with respect to the services provided by Republic Services pursuant to this Agreement.

G. Republic Services shall provide the City with waste audits concerning information about volume of solid waste set out by customers who are provided all services. Waste audits shall also be performed by Republic Services upon the City's request to determine whether specific customers are introducing hazardous waste into the solid waste stream. Other reasonable waste audits may be requested by the City and shall be performed by Republic Services in accordance with the provisions of the SWMP Contract and the Composting Operations Agreement.

5. **Term.** This Franchise Agreement, once executed by Republic Services and the City and approved by the City's Mayor and City Council, shall remain in effect from the effective date of November 1, 2016, and shall continue until December 31, 2028, unless terminated earlier as provided herein.

6. **Individual Residential Service.**

   A. Individual household solid waste collection service shall be provided to single-family houses, duplexes, multi-plexes, mobile homes, townhouses and condominiums where access is available and individual service is reasonable and appropriate.

   B. Service and reimbursement for individual household solid waste collection service shall be structured as follows:

      i. Republic Services shall provide weekly, unlimited residential trash and compostable materials collection and hauling service.

      ii. Monthly glass collection services.

      iii. Recyclable material collection and hauling services to the City-approved and State licensed disposal or processing sites every other week.

   C. Republic Services shall provide wheeled cart(s) for trash, glass, and compostable and recyclable materials to each residence within the service area. The size, volume, color, markings and recyclable content (the cart fleet shall have at least twenty percent (20%) post-consumer materials) to be set forth in the SWMP Contract and approved by the Solid Waste Manager. All carts shall be recyclable and recycled at the end of their useful life. Republic Services shall be responsible for distributing carts. All carts distributed by Republic Services shall remain the property of Republic Services and shall be maintained by Republic Services. Containers are to remain at the residence to which they were originally delivered. Replacement of lost, damaged or stolen wheeled carts shall be a matter for Republic Services to resolve with the customer. Alternative sized wheeled carts are to be made available.
in place of the standard ninety-five (95) gallon cart, at the customer's request and at the expense of Republic Services.

D. Republic Services shall provide unlimited trash, compostable and recyclable material collection services using wheeled carts to all households. Republic Services shall also provide unlimited trash collection from twenty (20) – thirty (30) gallon cans and wheeled carts three (3) weeks each year, one (1) week following Christmas and two (2) weeks in the spring on dates agreed upon by the Parties.

E. Recyclable materials shall be collected separately from trash, biweekly on the same route day and at the same location, whether curbside, alley or carry-out.

F. Republic Services shall be paid a flat fee per household, for all residences. Carry-out service, except ADA service, shall be provided by Republic Services at an additional charge to the customer.

G. Republic Services shall prepare and submit to the City a wheeled cart distribution plan for collecting and hauling compostable materials, sixty (60) days prior to the cart roll out. The plan shall include manufacturer, type and number of carts available, projected cart delivery date to Boise City, proposed schedule for distribution, proposed method for delivery to Boise City and proposed date for complete cart distribution.

H. For the purposes of this Franchise Agreement, the minimum types of recyclable materials which Republic Services shall collect at households for recycling are set forth below:

   i. Aluminum beverage cans, clean aluminum foil, and pie plates.

   ii. Steel cans, also called bi-metal or tin cans, empty aerosol cans (no pesticide containers); and metal clothes hangers free of any plastic, paper or foam wrappings.

   iii. Mixed waste paper and corrugated cardboard boxes; brochures, office waste paper of any color, computer paper, fax paper, phone books, junk mail, carbonless (NCR) forms, envelopes (with or without windows), paper bags, cereal boxes (no liner), boxes for other dry goods such as soda can boxes, frozen food boxes (no waxed or multi-layer materials) (candy boxes (no liners), wrapping paper (no foil) and greeting cards (no foil).

   iv. Newspaper, also called newsprint, including colored sections.

   v. Plastic Containers, empty clear, pigmented or opaque plastic containers, three (3) gallons or less in size, residentially generated, identified with the recycling symbol and numbered 1 through 7 and excluding plastic motor oil, antifreeze and empty pesticide containers.

   vi. Magazines, including glossy paper magazines and catalogs.
Materials may be added to and/or deleted from the above list by written agreement between Republic Services and the City and incorporated into the SWMP Contract.

1. Republic Services shall collect the following materials from households for recycling as set forth below:

i. Used Motor Oil: all used motor oil set out properly by residential customers separate from trash and recyclable materials and shall supply the same to a motor oil recycling processor.

ii. Major appliances: all major appliances from households upon request and shall be responsible for assuring delivery to a recycling facility and ensuring that Freon and compressor oils are recycled and all regulations are complied with regarding management of Freon or any other solid or liquid material that is associated with the appliance. Appliances shall be recycled following removal of Freon and compressor oils.

iii. Leaf collection: all leaves annually at households, separate from trash during the fall, with the duration and method of the collection activities to be set forth in the SWMP Contract. Leaves shall be delivered to a City approved site for composting or management with tipping fees to be paid by the City. Upon implementation of the Composting Operations Agreement leaves will be accepted year-round in the compostable materials carts. Extra paper leaf bags containing leaves or yard debris will be collected year-round when set out with the specified cart.

iv. Christmas Tree collection: Christmas tree collection annually from households separate from trash as set forth in the SWMP Contract and once implemented, the Composting Operations Agreement. Trees shall be delivered to a City approved site for composting or management with tipping fees to be paid by the City.

v. Compostable Materials: unlimited, weekly collection of properly prepared and set out, compostable materials in specially marked carts for compostable materials or paper leaf bags.

vi. Glass Collection: provide specially marked wheeled carts for collection every four (4) weeks for properly prepared and set out glass bottles and jars for glass program subscribers.

Materials may be added to and/or deleted from the above list by written agreement between Republic Services and the City and incorporated into the SWMP Contract and the Composting Operations Agreement.


A. Customers: Residential complex customers using commercial solid waste collection service, include apartment, town home, manufactured housing, and
condominium complexes of all sizes, as well as mobile home parks, clusters of
detached homes, duplexes, triplexes and four (4) plexes where owners choose or
are required to use central solid waste collection in containers provided by Republic
Services rather than by individual residential wheeled cart solid waste services.

B. Solid Waste Service: Republic Services shall provide commercial solid waste
collection services (trash and recycling), using containers owned by the residential
complex or supplied by Republic Services, with the type, size, materials, color and
markings to be set forth in the SWMP Contract. All trash containers distributed by
Republic Services shall remain the property of Republic Services and will be
maintained and cleaned by Republic Services.

C. Reimbursement: Services shall be billed to the owner or manager of the complex
for all services provided at the residential complex. Container locations and
frequency of service will be selected by the owner or manager, with Republic
Services and the City’s approval.

D. Recyclable materials: For the purposes of this Franchise Agreement, Republic
Services shall collect the same recyclable materials from residential complexes as
collected for individual residential services households in Section 6(H) above.

E. Containers and Service Frequency: Republic Services shall provide commercial
solid waste (trash and recycling) collection at residential complexes at a frequency
selected by the customer, unless otherwise required by the City, with container size
and location at the customer’s option with Republic Services and the City’s
approval. Solid waste collection will be provided for customer owned containers
when the containers are compatible with Republic Services’ collection equipment.
Republic Services shall obtain service agreements prior to initiation of solid waste
collection services or when services change.

Materials may be added to and/or deleted from the above list by written agreement between
Republic Services and the City and incorporated into the SWMP Contract and the Composting
Operations Agreement.


A. Customers: This category includes collection and hauling services to businesses of
all types, including businesses, governmental agencies, institutions, manufacturing,
apartments, schools, and similar establishments. As new solid waste programs are
developed for selected groups within this category, service details will be
negotiated by the Parties and approved in writing.

B. Regular commercial service: Republic Services shall provide containers and collect
solid waste (trash and recycling) on a regular commercial collection schedule. Rates
for solid waste (trash and recycling) collection are based on the size and number of
containers and the number of times they are emptied per week.
C. On-call service: Republic Services shall provide solid waste collection, by the next business day, excluding Sundays and holidays, following the customer request from Republic Services containers or customer provided containers or compactors.

D. Temporary or short term service: Republic Services shall provide containers, container delivery and collection services to customers for construction, demolition, land clearing projects or for other short-term waste or recyclable materials generation. Containers shall be provided by Republic Services within two (2) business days of request, excluding Saturdays, Sundays, and holidays.

E. Wheeled Cart Service: Republic Services shall provide commercial and business customers with a choice of wheeled cart service where the business is such that it is scheduled with a regular household route, or is located in an alley, or where a dumpster is not allowed or cannot be serviced, and does not regularly generate more than five (5) ninety-five (95) gallon containers of trash or recycling per week. Said customers may be subject to a waste audit by Republic Services to determine if the volume of trash generated on a weekly basis is more suitably serviceable by another type of commercial service.

F. Reimbursement: Services shall be billed to the owner or manager of the commercial and business customer for all services provided at the location. Container locations and frequency of service will be selected by the owner or manager, with Republic Services and the City’s approval.

G. Other wastes: This Franchise Agreement shall be amended in writing before Republic Services begins collection of any wastes for which it does not have an exclusive right under this Franchise Agreement. Any collection and disposal of special waste, including, but not limited to hazardous, biomedical or other unusual and regulated waste shall be subject to and in conformance with all applicable federal, state, and local regulations.

H. Containers and Service Frequency: The choice of container size and frequency of service shall be at the customer's option, in accordance with the type, size, materials, color and markings set forth in the SWMP Contract. Wet or putrescible trash shall not be allowed to create a nuisance and the City may require more frequent collection if a nuisance or hazardous condition is found.

I. Recyclable materials: For the purposes of this Franchise Agreement and the Contract Documents, Republic Services shall collect the same recyclable materials from commercial and business customers as collected for individual households in Section 6(H) above.

Materials may be added to and/or deleted from the above list by written agreement between Republic Services and the City and incorporated into the SWMP Contract and the Compost Operations Agreement.

9. Placement of Containers for Collection. Except where carry-out service is provided, individual residential, residential complex, commercial and business customers shall be
required to place containers for collection outside of buildings in adjoining alleys or other convenient places easily accessible by Republic Services. Containers may be placed adjacent to the street or near the sidewalk, provided that pedestrian rights-of-way shall not be blocked.


A. Republic Services employees shall be courteous, exercise due care, complete their work without delay, minimize noise, and avoid damage to private property. Employees shall close all gates that they open and shall replace lids on all containers and firmly close them. If on private property, employees shall follow the regular pedestrian walkways and paths. All containers shall be replaced upright where found or as required by the SWMP. Republic Services shall not permit carts to be thrown from the truck to the pavement nor in any other way permit damage to occur by rough or improper handling thereof.

B. All land, open space, private ground, public streets, alleys, or areas around the containers and the collection truck shall be left free from solid waste spilled during collection of properly prepared waste. Republic Services shall be responsible for immediate removal of such spillage, but shall not be responsible for cleaning up conditions created otherwise. In instances where the source or cause of spillage cannot be determined, resolution of the problem shall be handled as outlined in the SWMP Contract and the Composting Operations Agreement. All loads collected by Republic Services shall be completely contained in the collection vehicle at all times prior to delivery to an approved disposal site. Any leakage or spillage shall be immediately cleaned up by Republic Services.

C. Republic Services shall be responsible for responding to and settling claims regarding property damage. Republic Services shall resolve all property damage claims within a timely manner of notice of damage. Republic Services shall provide a damage claims report to the City monthly listing all claims Five Hundred Dollars ($500.00) and over, claim dates, resolution of claims and resolution dates.

D. Compatibility of containers owned by business customers with Republic Services’ equipment shall be the responsibility of the customer.

E. While collecting trash, recyclables, glass or compostables, employees shall start their shift with a laundered uniform bearing Republic Services’ name and wear or carry identification supplied by Republic Services. The identification shall be adequate to allow residents or businesses to readily identify the person performing services on behalf of Republic Services.

F. Republic Services shall employ competent and skilled workers and ensure that adequate and ongoing training is provided.

G. Republic Services shall promptly notify the City Solid Waste Manager by telephone of all accidents in which there is serious personal injury or a fatality related to the collection, hauling, or processing of solid waste or in maintenance of equipment in
connection with the services provided by Republic Services pursuant to this Agreement.

H. If any person employed to perform collection work by Republic Services is, in the opinion of the City Solid Waste Manager, in his or her reasonable judgment, incompetent, disorderly, or otherwise unsatisfactory, the Solid Waste Manager will document the unsatisfactory conduct in writing and transmit the same to Republic Services within six (6) working days of the incident requiring that such unsatisfactory action be corrected. If the unsatisfactory conduct is repeated, the Solid Waste Manager may require that the person be removed from all performance of the services under this Franchise Agreement. Any such requirement must be made in writing within fifteen (15) working days of the misconduct on which it is based. Republic Services and/or the employee may appeal the Solid Waste Manager's decision to the Director of Public Works for the city of Boise City, in writing within fifteen (15) working days of the demand. The Director shall review and may uphold, modify or overrule the Solid Waste Manager's decision.

I. Republic Services shall have the right to keep the employee performing the services pursuant to this Franchise Agreement in the City until such time as the Public Works Director reaches a decision on the appeal; provided, however, that if the Director determines in writing that it is contrary to the public interest to permit the employee to continue doing work on the services pursuant to this Franchise Agreement during the appeal, the Director may order Republic Services to suspend the employee from working in the City. Republic Services shall be bound by a decision of the Public Works Director.

J. Republic Services and City shall develop performance standards as part of the SWMP Contract and the Composting Operations Agreement. The performance standards as identified by the City and Republic Services will be reported to the City as provided for in the SWMP Contract and the Composting Operations Agreement and will be evaluated annually for modification.

II. Carry-Out Services.

A. For customers requiring carry-out service, Republic Services shall enter private property, only after obtaining from the owner, tenant, lessee or occupant of the premises a City-approved "Save and Hold Harmless Agreement" running in favor of both Republic Services and the City. Republic Services shall maintain the original Hold Harmless Agreement in its records for as long as the carry-out service is provided to the customer.

B. Carry-out customers shall place solid waste containers where they are clearly visible to Republic Services from the side of the street or alley from which collection is made. If the yard is locked, or if there is an unrestrained animal, within a fenced area, customers shall be required to place the container outside the fence, clearly visible to Republic Services from the side of the street or alley from which collection is made.
12. **Customer Service and Public Information.**

A. Republic Services shall assist and collaborate with the Solid Waste Manager regarding solid waste services provided in Boise City. Republic Services shall cooperate and provide assistance to the City in promoting programs and educating customers.

B. Republic Services shall provide adequate numbers of professional, trained customer service staff to respond to inquiries on service and programs on both general issues and specific accounts. Customer service staff members shall be fully knowledgeable of all collection services available to Boise City customers. Republic Services shall publicize a telephone number, provide internet access, and respond to inquiries from the public on the same day and at a minimum will contact the customer to relay information as to progress on the issue by the next working day. Customer inquiries and complaints will be handled as set forth in this Franchise Agreement in Terms and Conditions, Section 18 (Local Office) and General Provisions, Section 30 (Complaints).

C. Republic Services shall maintain a twenty-four (24) hour emergency phone number for use by the City.

D. Pertaining to solid waste, the City, with Republic Services' cooperation, will develop written instructions, establish procedures and responses and deliver informational materials to customers as needed from time to time, in accordance with criteria set forth in the SWMP Contract and the Composting Operations Agreement.

E. Republic Services shall, upon request and without additional cost, make available site planning assistance to the City and/or property owners or managers. The site planning assistance shall be available for all new construction or remodeling of buildings and sites and shall address the design and management of solid waste from the property.

F. Republic Services shall collect all properly prepared solid waste, Republic Services shall provide customers with written notification for reasons for rejecting materials for collection, Republic Services shall maintain a record of all written notices. Republic Services shall place the written notice in a prominent location stating the specific reasons for rejecting the materials for collection. Republic Services shall provide copies of all written notices to the City for review and approval as to form and language prior to the use of such notices.

G. Failure of Republic Services to adhere to the provisions of this Franchise Agreement and the Contract Documents shall result in notification by the City, setting forth in detail the provision and the manner in which it has been violated. Republic Services will respond in writing within five (5) working days, after which the Parties shall meet within three (3) working days to discuss correction of deficiencies and prepare a written agreement to be signed by the Solid Waste Manager for the City and Republic Services' representative. If corrections are not made within the time as set forth in the agreement, the City may withhold, at the
Public Works Director's discretion, up to One Thousand Five Hundred Dollars ($1,500.00) per day, per infraction for each day that the deficiency continues until the agreement is fulfilled and the deficiency is addressed to the City's reasonable satisfaction.

13. Data Collection and Reporting. All reports required in this section shall be submitted in the form outlined in the SWMP Contract and the Composting Operations Agreement.

A. Monthly Reports.

i. Republic Services shall submit monthly service reports providing customer data and trash, recycling and compostable statistics. The format and information required for submittal shall be set forth in the SWMP Contract and the Composting Operations Agreement.

ii. Monthly reports shall be submitted to the Solid Waste Manager as soon as practical following the month in which services are provided, and in no event later than the 15th day of the following month in which services were provided.

B. Annual Reports. Republic Services shall provide to the City, annually, by February 15 of each year, a summary report of services provided and solid waste activities. The format and information required to be submitted shall be set forth in the SWMP Contract and the Composting Operations Agreement.

C. Reports on Request of the City.

i. As pilot projects are developed and implemented, specific data collection requirements will be determined as set forth in the pilot project work plans, including, but not limited to, the Composting Operations Agreement.

ii. Reports upon request of the City shall be submitted to the Solid Waste Manager within thirty (30) days from receipt of the written request from the Solid Waste Manager unless otherwise agreed to between the Parties.

D. Promotional Materials. Subject to the criteria set forth in the SWMP Contract and the Composting Operations Agreement, Republic Services may promote its company in any materials it produces or distributes to participants in the solid waste programs. All promotional or informational materials provided to Boise City customers shall be provided to the City for review and approval at least fifteen (15) business days in advance of distribution. Written notices of denial will be provided within seven (7) business days after the City receipt of the informational or promotional materials. Approval will not be unreasonably withheld. Republic Services may use materials, data, photographs or other documentation regarding the solid waste program in the promotion of its own services, both within and outside of Boise City.

E. Failure to Comply. Failure of Republic Services to adhere to the provisions of this section shall result in notification by the City, setting forth in detail the provision
and the manner in which it has been violated. Republic Services will respond in writing within five (5) working days, after which the Parties shall meet within three (3) working days to discuss correction of deficiencies and prepare a written agreement to be signed by the Solid Waste Manager for the City and Republic Services’ representative. If corrections are not made within a reasonable period of time as set forth in the Franchise Agreement, the City may withhold, at the Public Works Director's discretion, up to One Thousand Five Hundred Dollars ($1,500.00) per day per infraction for each day that the deficiency continues until the agreement is fulfilled and the deficiency is addressed to the City's reasonable satisfaction.

14. **Frequency of Collection.** Household trash and compostable materials collection shall be provided once each week. Household collection of recyclable materials shall be biweekly. Glass collection shall be at least every four (4) weeks. Solid waste collection shall be offered to residential complexes with business service and business customers at least once each week. More frequent service shall be provided as selected by the residential complex or business customer.

15. **Collection Hours and Days.**

   A. **Individual Residential Collection.** Solid waste (trash, recyclable and compostable materials) may be collected from residences between the hours of 7:00 A.M. and 9:00 P.M., Monday through Saturday. Service will not be required on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Should any of the above holidays fall on a normal collection day, collection is to be made the following work day and, accordingly, the rest of the week's collection shall be a day later than usual.

   B. **Commercial Collection.** Solid waste (trash and recyclable materials) may be collected seven days per week, twenty-four hours per day. Collection hours for commercial and business collection may be altered by mutual agreement between Republic Services and the City. Service will not be required on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

16. **Residential Collection Route Plans.** Republic Services shall, within sixty (60) days of a new City annexation, during the term of this Franchise Agreement, submit collection routes to the Solid Waste Manager, which shall include the day of collection for each route and starting and ending locations. A copy of any proposed new route schedule shall be filed with the City thirty (30) days before the proposed change. Republic Services will notify all affected customers in writing sent to the residence at least fifteen (15) days prior to any changes in collection days. Written notices can be supplemented with door hangers or other hand delivered notices. All notices shall be provided to the City for review and approval at least fifteen (15) business days prior to distribution. Written notices of denial will be provided to Republic Services within seven (7) business days after receipt of the proposed notices. Approval will not be unreasonably withheld. Routes servicing Boise City and non-City customers shall be approved annually by the Solid Waste Manager. Republic Services shall provide the City, by February 15 of each year, current Boise City route maps which shall designate the route number as well as the number of customers on each route.
17. Republic Services' Solid Waste Equipment.

A. Republic Services shall furnish a sufficient number of personnel, trucks and equipment to collect, deliver and dispose of trash, glass, compostable and recyclable materials collected in the City in accordance with this Franchise Agreement and the other Contract Documents. The equipment shall be maintained and operated in a sanitary condition at the expense of Republic Services. Republic Services shall furnish vehicles specially designed for the collection and hauling of trash, recyclable and compostable materials. All collection vehicles shall be closed and water-tight. All collection equipment shall be well-maintained, uniformly painted, marked and identified. The colors, trim scheme, and markings for all equipment (containers and vehicles) shall be subject to prior approval of the City and as outlined in the SWMP Contract and the Composting Operations Agreement. All vehicles shall, at a minimum, be Department of Transportation (DOT) legal. No roadside littering from collection vehicles or from loading practices will be allowed.

B. Republic Services shall provide to the City, by February 15 of each year, a complete inventory of each major piece of equipment used in the performance of this Franchise Agreement including the purpose of such equipment, vehicle type, capacity, model and VIN.

C. Current Vehicle Condition Reports (VCRs) for each vehicle shall be made available to the City upon request.

D. Republic Services shall provide to the City the use of Republic Services labor and equipment for assistance in the event of a disaster or emergency. Services shall be provided immediately upon the City's request and will be paid at the contract rates.

E. All collection vehicles regularly used shall be approved by the Solid Waste Manager.

F. Republic Services shall install tracking equipment in all collection vehicles for use in routing and billing purposes.

G. Republic Services shall provide the number of each type of container provided to customers for the collection of trash, recyclable and compostable materials.

H. Republic Services shall cooperate with the City's efforts to reduce air pollution impacts of solid waste collection. Republic Services shall work to complete replacement of the current fleet of collection vehicles with a fleet using compressed natural gas (CNG) or other low emissions and alternative fuel vehicles (i.e. plug-in electric vehicles). Until the fleet is replaced with CNG or other low-emission vehicles, Republic Services shall use a blend of ultra-low sulfur diesel fuel and at least a ten percent (10%) blend of bio-diesel, variances may be approved by the Solid Waste Manager due to weather or other unforeseen conditions.
1. All Republic Services route, service and supervisory vehicles shall be equipped with properly licensed, functioning two-way communication equipment.

J. Should Republic Services be unable to provide adequate staff or equipment in sufficient numbers to maintain scheduled collections, the City may, after a period of five (5) days, Sunday excluded, enter into an agreement with others for the work, or use such other methods required for completion of the work which Republic Services has been required to perform under this Franchise Agreement.

K. In the event Republic Services is unable to provide adequate staff or adequate equipment to maintain scheduled collections under this Franchise Agreement for any reason other than as set forth in Section 22(C) of this Franchise Agreement, all costs, charges and damages incurred by the City, together with the cost of completing the work, shall be the sole responsibility of Republic Services and its surety and all such costs may be deducted from any monies due or which may become due to Republic Services.

L. Failure of Republic Services to adhere to the provisions of this Section 17, shall result in notification by the City, setting forth in detail the provision and the manner in which it has been violated. Republic Services will respond in writing within five (5) working days, after which the Parties shall meet within three (3) working days to discuss correction of deficiencies and prepare a written agreement to be signed by the Solid Waste Manager for the City and Republic Services' representative. If corrections are not made within a reasonable period of time as set forth in the agreement, the City may, at the Public Works Director's discretion, up to One Thousand Five Hundred Dollars ($1,500.00) per day, per infraction for each day that the deficiency continues until the agreement is fulfilled and the deficiency is addressed to the City's reasonable satisfaction.

18. Local Office. Republic Services shall maintain a local office at some fixed place in Boise City, or agreed to by the City, throughout the term of this Franchise Agreement, and shall maintain a telephone therein. The telephone number will be listed in the local telephone directory under the firm name. Business hours for the office shall be at a minimum, between 7:00 A.M. and 6:00 P.M. of each working day except Saturday in which case Saturday office hours will be from 7:00 A.M. until 2:00 P.M. A full time employee or agent for Republic Services shall be stationed at said office during all working hours to answer inquiries and receive complaints. Republic Services shall maintain an answering service or equipment for customer contact outside of regular office hours or during telephone or internet service outages. Republic Services shall provide professional customer service representatives that are knowledgeable about the City services, policies and customer rates. Republic Services shall provide for internet communications for customers and the City. Republic Services shall maintain a written log of all complaints received, the date thereof, and the action taken pursuant thereto or the reason for non-action, in accordance with Section 30 (Complaints), the SWMP Contract and the Composting Operations Agreement.

19. Cost Accounting Techniques. It is agreed that Republic Services will use generally accepted accounting principles to segregate all costs and revenues associated with this Franchise Agreement and the services provided hereunder from any and all other
agreements and/or services provided to others by Republic Services. The techniques used to allocate indirect costs from the parent company and between contracts within Idaho and the Boise area will be based on solid business logic and supportable operating statistics. The balance sheet of Republic Services with respect to the services provided pursuant to this Franchise Agreement will include sufficient detail to allow for the identification of significant account balances that could have an impact on requests for reimbursement. They would include, but not be limited to investments, donations, intercompany accounts receivable or payable, fixed assets and related depreciation accounts and debt. The purpose of the information is to determine the net sources and uses of funds and the related net investment in the Franchise Agreement.

20. Audits and Inspections.

A. At any time during normal business hours (8:00 A.M. to 5:00 P.M., Monday through Friday) and as often as the City may deem necessary, upon written notice from the Solid Waste Manager, there shall be made available to the City for examination within 72 hours all of Republic Services' records with respect to all matters covered by this Franchise Agreement. Republic Services 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 Franchise Agreement. This information shall be considered matters of public record pursuant to Idaho Code unless Republic Services adequately documents legitimate reasons for protecting it as proprietary. The City may be required to enter into a confidentiality agreement for certain matters subject to the audit rights in this Section 20.

B. Copies of the parent company annual audit and related SEC filing will be provided to the City as part of the annual reports as specified in Section 13(B). To the extent that the Boise City operation is included in an external audit of Republic Services, any information discovered that relates to the internal control environment, cost accounting techniques, cost allocation techniques, or management comments will be made available for review. Republic Services shall notify the City of internal financial audits performed on the Boise City operations and copies of the non-confidential portions of such financial audits will be made available for review by the City upon written request.


A. Republic Services shall be responsible for collection and delivery of recyclable materials set out by customers in containers in accordance with the terms and conditions of the SWMP Contract.

   i. All recyclable materials shall become the sole property of Republic Services upon collection. Republic Services may retain any revenue derived from the delivery of the collected material and shall pay any costs or charges which may be incurred during the collection and delivery process.
ii. The City has the absolute option, if and when it decides it is practical to do so, to obtain ownership of the recyclable materials after collection and/or delivery. Should the City decide to exercise such option, it shall do so in writing and by amendment to this Franchise Agreement and the SWMP Contract.

B. Republic Services shall be responsible for the collection and delivery of glass and compostable materials set out by customers in containers in accordance with the terms and conditions of the SWMP Contract and the Compost Operations Agreement.

i. All glass and compostable materials are the sole property of the City upon delivery to the processing site. The City may retain any revenue derived from the delivery of the collected materials and shall pay any costs or charges which may be incurred during the processing or resale of the glass or compostable materials.

ii. The City expressly reserves the right to transfer ownership of glass and compostable materials to another contractor, company, or agency.

C. Contract(s) with Recycling Processor Required. Republic Services shall maintain contract(s) demonstrating guaranteed markets for recyclable materials as set forth herein, including motor oil and appliances, for the term of this Franchise Agreement. This clause is not intended to prohibit Republic Services, during the term of this Franchise Agreement, from entering into additional marketing contracts or dealing with processors other than those with whom Republic Services secures initial agreements so long as the additional agreements or dealings are reviewed and approved by the City in advance. The City’s approval shall not be unreasonably withheld; however local processors are preferred.

D. Prohibition of Landfill Disposal of Compostable or Recyclable Materials. It shall be a violation of this Franchise Agreement for Republic Services to deposit any uncontaminated compostable or recyclable materials collected under the terms and conditions of this Franchise Agreement in a sanitary landfill or for disposal in any other manner. This clause shall not apply to recyclable or compostable materials that have not been prepared and placed for collection as recyclable materials in accordance with the City’s instructions.

E. Notice to Cure-Remedy. Failure by Republic Services to adhere to the provisions of this section shall result in notification by the City, setting forth in detail the provision and the manner in which it has been violated. Republic Services will respond in writing within five (5) working days, after which the Parties shall meet within three (3) working days to discuss correction of deficiencies and prepare a written agreement to be signed by the Solid Waste Manager for the City and Republic Services representative. If corrections are not made within the time as set forth in the agreement, the City may withold, at the Public Works Director’s discretion, up to One Thousand Five Hundred Dollars ($1,500.00) per day per infraction for each day of the deficiency until the agreement is fulfilled and the deficiency is addressed to the City’s reasonable satisfaction.
22. **Basis and Method of Payment.**

A. The City will bill and collect every account serviced, including but not limited to the household, residential complex, mixed use buildings, commercial, business and institutional accounts within Boise City, and will establish the rates. Republic Services shall not bill Boise City customers for the solid waste services provided by the City and Republic Services pursuant to this Franchise Agreement.

It is understood and agreed that the City shall retain, as a franchise fee, five per cent (5%) of the total gross billings for all solid waste services provided by the City and Republic Services pursuant to this Franchise Agreement. The City, as the billing agent, shall collect and retain the franchise fee. The fee retained represents and shall be regarded as the consideration paid by Republic Services to the City for the franchise and license to provide solid waste service in Boise City. Notwithstanding the terms of this Franchise Agreement or any other understanding between the parties, the franchise fee obligations of Republic Services shall extend only to those revenues received and retained by Republic Services as its rates or fees for providing services in the City, as such rates or fees may be increased from time to time.

B. Republic Services will be paid according to the unit prices for the various types of service provided as established by the City Council and amended from time to time. Republic Services will be paid as soon as is reasonable in accordance with the City's customary procedures (typically by the 15th day of the month following the month of services).

C. The City shall notify each customer at least thirty (30) days in advance of the effective date of price and service changes. Republic Services shall assist the City in notifying each customer at least thirty (30) days in advance of the effective date of service changes.

D. The City and Republic Services further agree to review cooperatively administrative procedures regarding business accounts in terms of efficiency, effectiveness and completeness of information necessary for the billing and collection of those accounts.

E. The City shall routinely provide Republic Services with delinquent business accounts for which no service should be provided. If Republic Services continues to provide service to accounts on the list without confirmation from the City that payment has been received and services should be reinstated, the costs for such service will be deducted from Republic Services' reimbursement. The City is responsible for delinquent business account collection.

23. **Modification to Reimbursement.**

A. The concepts included in RFP 94-95 in sections V. (Submittal Requirements), V.D. (Concepts for financial data, suggested data elements and information requirements for cost and reimbursement information), and V.E. (Expense Summary and
expected reimbursement) will be those utilized in reviewing and approving future rate increases. It is anticipated the information submitted in connection with the RFP response will form the baseline for future negotiations. Such things as growth in number of customers served, route density changes, equipment improvements to enhance safety and productivity, cost containment programs, safety and risk management programs, and wage rate and expense trends will be considered and evaluated in connection with any reimbursement adjustment. Requested rate adjustments by either Party will not be unreasonably denied.

See Price Escalation Factor—End of Document, attached hereto and incorporated by reference as Exhibit A.

B. Republic Services may further receive an adjustment to reimbursement rates in the event of uncontrollable costs, including, without limitation, revised laws, ordinances or regulations, tax or franchise fee increases. In the event that uncontrollable costs occur, Republic Services shall provide written documentation to the City of such costs, and the City may adjust the rates accordingly upon a finding by the City Council that the rate increase is demonstrated to be reasonable, subject to any applicable public notice and hearing requirements as required by law.

C. During the term of this Franchise Agreement, Republic Services may petition the City for an adjustment to fees or rate of reimbursement prior to September 1, of each year. The information supplied in support of the request for increase in rate reimbursement shall be consistent with Section 23(A) above. The request shall be subject to review and approval by the City Council.


A. At no additional charge, Republic Services shall appoint a representative who shall be available to discuss the solid waste programs with the Solid Waste Manager on a monthly or as needed basis. Said representative shall be subject to approval by the City and shall not be replaced without prior approval of the City, which shall not be withheld unreasonably.

B. Republic Services and the City acknowledge the dynamic nature of science and technology and therefore agree to cooperate in the best interest of the citizenry of Boise City, in efforts to research and develop recycling, trash, composting, and other pilot programs during the term of this Franchise Agreement. To assist in this process, Republic Services shall meet with the Solid Waste Manager on at least an annual basis to discuss scientific, technological and economic developments, and advancements in the field of solid waste management, and, if any are reasonably available, to suggest changes to the methods currently utilized by the City or to suggest the implementation of pilot programs.

C. The details regarding additional services as set forth herein, including but not limited to frequency of service, payment for service, materials, containers, storage, site selection, processing, marketing, promotion and reporting are subject to negotiation and shall be agreed to in writing by Republic Services and the City.
hereto, and approved by Resolution of the City Council, prior to the implementation of any such additional program.

D. During the term of this Franchise Agreement, Republic Services shall provide for the special collection of materials such as bulky waste, construction debris, stable matter, and any other solid waste as requested by the City. Republic Services may provide for the special collection of dead animals, subject to all federal, state and local regulations currently existing and as hereafter amended. Under no circumstances shall Republic Services be required to collect regulated hazardous or medical wastes.

25. Special Services. The City reserves the right to, and may at its option, require the separation of any components of solid waste, require the deposit thereof in separate containers, and prescribe the method of disposal thereof. The City also reserves the right to issue further regulations for the placement and disposal of solid waste. Republic Services shall cooperate at all times with efforts to promote recycling of consumer products in the separation, transportation, and deposit of identified solid waste. Any extra work or additional costs to Republic Services arising from the City's adoption of requirements over and above this Franchise Agreement, SWMP Contract and Composting Operations Agreement, shall, prior to implementation, be the subject of separate contractual negotiations, between the City and Republic Services. This Franchise Agreement shall in no way limit the City's ability or authority to regulate non-exclusive waste services or to enter into separate licenses, permits, or franchise agreement(s) with Republic Services or anyone else for such non-exclusive services.

INDEMNIFICATION AND INSURANCE


A. Republic Services and its employees are not, under this Franchise Agreement, employees or agents of the City.

B. To the fullest extent allowed by Idaho law, Republic Services shall indemnify, save, defend and hold the City and its elected officials, officers, employees, agents and volunteers harmless from, for, and against, any and all losses, claims, actions, judgement and liability (including, without limitation, reasonable attorneys' fees and all costs of defense) for damages or injury to persons or property, or losses and expenses, that may occur by reason of any and all acts or omissions, either directly or indirectly, on the part of Republic Services, its officers, agents, employees, assigns, or subcontractor, for the hauling and related services rendered under this Franchise Agreement, including but not limited to, collection, transportation, disposal, and processing, of all solid waste within Boise City, and not caused by or arising out of the tortious conduct of the City, its employees, agents and volunteers. This indemnification by Republic Services shall relate to all services provided by Republic Services regardless of whether such service is expressly enumerated within this Franchise Agreement. This provision shall be deemed as separate and independent from this Franchise Agreement in the event there is any default,
termination, cancelation, or expiration of the Agreement, and shall expressly survive such default, termination, cancelation, or expiration.

C. The limits of Republic Services’ insurance coverage shall not be deemed a limitation of the covenants to indemnify, save and hold harmless the City; and, except to the extent provided above, if the City becomes liable for an amount in excess of the insurance limits herein provided, Republic Services covenants and agrees to defend, indemnify and save and hold harmless the City from and for all such losses, claims, actions or judgments for damages, injury or liability to persons or property.

D. Republic Services shall at all times during the Franchise Agreement maintain in full force and effect general liability, bodily injury, automotive liability, employer's liability, Workers Compensation, public liability and property damage insurance. The requirements of this section may be met, in whole or in part, by a plan of self-insurance approved annually to the City's Risk Manager in his or her reasonable discretion.

E. Republic Services shall maintain at all times the following types of insurance in at least the limits specified below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000.00 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000.00 aggregate</td>
</tr>
<tr>
<td>Automobile Bodily Injury Liability</td>
<td>$1,000,000.00 each person</td>
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<tr>
<td></td>
<td>$5,000,000.00 each accident</td>
</tr>
<tr>
<td>Automobile Property Damage Liability</td>
<td>$5,000,000.00 each accident</td>
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<tr>
<td>Automobile Pollution</td>
<td>$5,000,000.00 each occurrence</td>
</tr>
<tr>
<td>Bodily Injury Liability</td>
<td>$2,500,000.00 each occurrence</td>
</tr>
<tr>
<td>Except Automobile</td>
<td>$5,000,000.00 aggregate</td>
</tr>
<tr>
<td>Property Damage Liability</td>
<td>$2,500,000.00 each occurrence</td>
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<tr>
<td>Except Automobile</td>
<td>$5,000,000.00 aggregate</td>
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<tr>
<td>Contractor’s Pollution</td>
<td>$5,000,000.00</td>
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<tr>
<td>Worker Compensation</td>
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<td>Employer’s Liability</td>
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<tr>
<td>Excess Umbrella Liability</td>
<td>$5,000,000.00 each occurrence/aggregate</td>
</tr>
</tbody>
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(Both Commercial General Liability and Automobile)
F. Republic Services shall provide proof of insurance coverage annually, by providing certificates of its insurance coverage and a copy of all endorsements applicable to the insurance required by this Franchise Agreement. The certificates of insurance and endorsement shall evidence coverage that this Franchise Agreement expressly requires by contract the following:

i. As to every type of insurance coverage, other than workers’ compensation, the City, and its officers, agents, servants, employees, and volunteers are specifically named as additional insureds; and

ii. Every type of insurance coverage by Republic Services shall be considered primary and non-contributory in regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have; and

iii. As to every type of insurance coverage, Republic Services hereby grants the City and its officers, agents, servants, employees, and volunteers a waiver of any right to subrogation which any insurer of Republic Services may acquire against the City. Republic Services 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 City has received a waiver of subrogation endorsement from the insurer; and

iv. Separation of Insured (Cross Liability) coverage is required by the City as an additional insured and per the conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage; and

v. Any other insurance coverage the City may possess shall be considered excess insurance only.

G. The City reserves the right to modify its insurance requirements to reflect operational and market conditions.

H. The certificates of insurance shall be deposited with the Solid Waste Manager. No such policy shall be canceled or the limits materially changed without Republic Services providing at least thirty (30) days’ prior written notice to the City. The City may at any time, require Republic Services to provide a current certificate of insurance. Each insurance policy will be endorsed to state that the coverage will not be canceled except after thirty (30) days prior written notice has been given to the City.

I. The failure by the City at any time to enforce the insurance provisions, to demand such certificates or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of Republic Services to maintain such insurance or to defend and hold the City harmless with respect to any items of injury or damage covered by this Franchise Agreement.
J. Performance Bond. Republic Services shall maintain an annual performance bond in the amount of at least Six Million Dollars ($6,000,000.00). Republic Services shall provide a copy of the certificate of performance bond annually, to the Solid Waste Manager.

GENERAL PROVISIONS

27. Termination of Services.

A. Availability of Equipment and Facilities. In the event the City terminates the Franchise Agreement due to a material breach by Republic Services, Republic Services agrees to make available to the City for a period of not more than twelve (12) months from the date of said termination (the "License Period") the following:

i. All reasonably necessary equipment ("Equipment") owned by and in use by Republic Services as of the date of said termination to perform waste collection and disposal services required under the Franchise Agreement, including, without limitation, trucks, collection and storage receptacles and other related solid waste collection equipment; provided, however, that the Parties enter into an appropriate written agreement for the City's use of the Equipment during the License Period that reflects the Parties' intentions hereunder; and

ii. A portion of Republic Services' facilities at 11101 West Executive Drive, Boise, Idaho, 83713 or otherwise in Boise, Idaho (the "Facilities") then owned by Republic Services and used as of the date of said termination to perform waste collection and disposal services required under the Franchise Agreement; provided, however, that the Parties execute an appropriate written lease for the City's use of the Facilities during the License Period that reflects the Parties' intentions hereunder; and

iii. Republic Services shall provide documents in its possession reflecting route information and customer lists for services provided within the corporate limits of Boise City under the Franchise Agreement, which are reasonably necessary to conduct collection operations during the License Period.

B. The City shall advise Republic Services in writing within ten (10) days of terminating the Franchise Agreement of the City's election to require access to the Equipment and Facilities. Any lease of the Facilities hereunder shall not preclude or limit Republic Services' right to occupy and conduct business operations at the Facilities during the License Period concurrently with the City's use of the Facilities. This Franchise Agreement will not require Republic Services to provide personnel to the City during the License Period, but Republic Services will cooperate in good faith with the City in identifying personnel to provide services during the License Period. The Parties agree to cooperate in good faith to promptly negotiate and execute any and all required leases, licenses or other documents necessary to effectuate the intentions expressed in this Amendment.
C. Use and Maintenance of Equipment and Facilities. The City shall ensure that the Equipment is used only by licensed and trained operators, and in compliance with all applicable laws and regulations. The City shall operate, park and store the Equipment, while in possession of the City, in a safe manner consistent with industry standards to avoid loss or injury to persons or property. Republic Services shall perform reasonable maintenance of the Equipment and Facilities during the License Period for normal wear and tear, at Republic Services’ sole expense. The City shall pay Republic Services for maintenance, adjustments, repairs and replacements reasonably required due to the negligence or willful misconduct of the City or any operators or other employees or agents of the City. No maintenance, repairs or adjustments to the Equipment or Facilities shall be made without the express consent of Republic Services. Nothing in this Franchise Agreement shall obligate Republic Services to make any repairs or adjustments to, or to replace, the Equipment or Facilities during the License Period.

D. Payment of Equipment and Facilities. In the event that the City exercises its right hereunder to access the Equipment and Facilities, the City shall pay to Republic Services, on a monthly basis, the fair market rental value of the City’s use of the Equipment and Facilities. The City shall make each such monthly payment to Republic Services on or before the last day of the calendar month in which the City uses the Equipment and/or Facilities. Time is of the essence for all such monthly payments. In the event the City fails to pay any monthly payment within fifteen (15) days of the due date for such payment, Republic Services retains the right to immediately terminate the License Period and cancel Republic Services’ provision of Equipment and the Facility without limitation upon any other legal remedies that may be available to Republic Services in such event. For the purposes of this Franchise Agreement, the total "fair market rental value" each month for the Equipment and Facility shall be that amount which is thirty-eight percent (38%) of the total amount of fees that would be due to Republic Services that month. The Parties agree to review the fair market rental value within the first sixty (60) days of the License Period to confirm that the agreed to value is a fair and accurate reflection of the costs to Republic Services associated with the City’s utilization of the Equipment and Facility and to negotiate in good faith for an adjustment to the fair market rental value if necessary.

E. Indemnification. City shall indemnify, defend, save and hold harmless Republic Services, Allied Waste Industries, Inc. and all other parent, subsidiary and affiliated companies, corporations and other related entities of Republic Services and all of their respective officers, directors, employees and agents, past and present, and all of their respective successors and assigns, against all actions, claims, demands, costs, damages or expenses of any kind, including, without limitation, attorneys’ fees and costs of defense, arising out of any conduct or omission by the City or the City’s employees or agents in connection with City’s use of the Equipment and Facilities, during the License Period only as defined hereunder.

F. Insurance. City shall, at all times during the License Period, maintain public liability and property damage insurance with a minimum liability limit of One Million Dollars ($1,000,000.00) per occurrence or claim and Five Million Dollars ($5,000,000.00) in the aggregate insuring against all liability of the City and its
employees, agents and authorized representatives arising out of conduct or
omissions related to the City's use of the Equipment and Facilities. The City shall
also purchase and maintain statutory workers' compensation insurance to the extent
required by law and require that its subcontractors carry similar coverage.

G. Ownership. It is expressly agreed that the City shall acquire no ownership, title,
property right, or interest in the Equipment or Facilities used by the City during the
License Period.

28. Fair Labor Practices. Republic Services shall guarantee fair labor and non-discrimination
practices in accordance with Federal and State laws, and shall be responsible for the public
conduct of all personnel when acting within the scope of their employment.

29. Compliance with Regulations.

A. Republic Services shall comply with all applicable federal laws, rules and
regulations, the statutes and regulations of the state of Idaho, the regulations and
ordinances of Ada County and Boise City, including but not limited to Title 8,
Chapter 10 of the Boise City Code, the regulations and standards of Central District
Health, and all rules and regulations, including federal regulations relating to
hazardous waste, covering the collection and transportation of solid waste as those
statutes, ordinances and regulations now exist or may be hereafter created or
amended.

B. Republic Services shall comply with the Federal Occupational Safety and Health
Act of 1970 (OSHA) and all other applicable federal, state, county and city health
and safety laws, ordinances and rules and regulations as now exist or may be
hereafter amended.

C. Republic Services guarantees that it will provide all services, programs, or activities
under this Franchise Agreement in accordance with all applicable federal, state, and
local statutes, regulations and requirements. Further, Republic Services agrees to
indemnify and defend the City for any loss, expense, or damage of any type
experienced by the City as a result of Republic Services’ violation of the guarantees
given in this section.

30. Complaints

A. For each complaint or failure to make collection as scheduled or other condition
pursuant hereto by any residential or business customer, Republic Services will
address the complaint within one (1) business day after its receipt.

B. If the complaint is not addressed to the City's satisfaction within four (4) business
days by Republic Services, the City may render necessary service to address the
complaint. Republic Services and his surety shall be liable and all such costs may
be deducted from any monies due or which may become due to Republic Services.

C. Republic Services will submit within fifteen (15) working days after the end of the
month, a monthly report detailing all collection complaints received by Republic
Services during the month, the date each complaint was resolved, or if unresolved, the status of the complaint. The form of the report shall be set forth in the Contract SWMP. The Parties agree to discuss modifications to the requirements for, and form of, the complaint reporting required by this section at least annually.

31. **Failure to Perform.** Should Republic Services fail to perform any of the duties imposed hereby which are not otherwise addressed herein as to notice, opportunity to cure and remedy, except by reason beyond the control of Republic Services, the City may notify Republic Services in writing of such failure, detailing the nature thereof, and Republic Services shall correct such failure within fifteen (15) days of the mailing or delivery of such notice, and if Republic Services does not correct said failure within said time, the City may, at its option, terminate this contract forthwith, retaining any and all sums due Republic Services from the date of termination as liquidated damages or may notify Republic Services, setting forth in detail the provision of this Franchise Agreement and the manner in which it has been violated. Republic Services will respond in writing within five (5) working days, after which the Parties shall meet within three (3) working days to discuss correction of deficiencies and prepare a written agreement to be signed by the Solid Waste Manager for the City and Republic Services' representative. If corrections are not made in the time as set forth in the agreement, City may withhold, at the Public Works Director's discretion, up to One Thousand Five Hundred Dollars ($1,500.00) per day per infraction for each day that the deficiency continues until the agreement is fulfilled and the deficiency is addressed to City's reasonable satisfaction.

32. **Annexations.** In the event that the City annexes additional areas during the term of this contract, Republic Services' obligation to collect solid waste within the City shall extend to the existing residences and businesses in the newly annexed area. Service consistent with the terms and conditions of this Franchise Agreement shall commence ninety (90) days from the date the annexation becomes final unless Ada County agrees to an earlier date. Republic Services will defend and indemnify the City from any and all actions, judgments, or costs relating to the defense or enforcement of this annexation provision of the Franchise Agreement. Provided, however, if the annexation occurs prior to any development occurring in the area or in an area in which no service has previously been provided by Republic Services for Ada County, collection services consistent with terms and conditions of this Franchise Agreement shall commence immediately upon the effective date of annexation.

33. **Supervision.** Republic Services shall provide full time key personnel including a Division Manager, a Municipal Services/Contract Manager and an Operations Manager. Said key personnel shall be identified in a written organization chart and shall not be replaced without prior notice and written approval of the City, which shall not be withheld unreasonably.

34. **Transfer of Interest.** Republic Services may not subcontract for any part of this contract without prior written approval of the City. Any addition of or change of partners or principals, or assignments of any interest on the part of Republic Services, including mergers, during the term of the Franchise Agreement, shall be subject to prior written approval by the City, which shall not be withheld unreasonably.
35. **Alteration of Terms in Franchise Agreement.** Either Party hereto may initiate proceedings to negotiate a change or alteration to any of the terms of this Franchise Agreement by giving written notice of its intention to do so at least ninety (90) days prior to the date such Party desires to open such negotiations. The notice shall set forth the particular changes or alterations proposed and both Parties hereby agree to cooperate, one with the other, in promptly arranging for said negotiations to begin.

36. **Default.** If default by either Party to this Franchise Agreement is not cured within the time allowed herein, the defaulting Party shall forfeit all rights under this Franchise Agreement. The defaulting Party agrees to pay expenses incurred by the non-defaulting Party, including but not limited to reasonable attorney fees. The Parties acknowledge that this Franchise Agreement is a commercial transaction. No provision contained in this Franchise Agreement shall be construed as an election of remedies, and the non-defaulting Party may declare a forfeiture and also sue for any other damages suffered by reason of the defaulting Party’s breach.

37. **Construction of Terms.** All times provided for in this Franchise Agreement or any instrument referred to herein will be strictly construed, it being agreed that time is of the essence of this Franchise Agreement. Whenever the context requires, the singular includes the plural and vice versa, and each gender includes each other gender, or the neuter, as the case may be.

38. **Binding on Successors.** This Franchise Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

39. **Idaho Law.** This Franchise Agreement shall be construed and governed in accordance with the laws of the State of Idaho.

40. **Headings.** Headings preceding the text of the several Articles and Sections hereof are solely for convenience or reference and shall not constitute a part of this Franchise Agreement or affect its meaning, construction or effect.

41. **Execution in Counterparts.** This Franchise Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

42. **Attorney’s Fees.** In the event that either Party brings an action to enforce the terms of this Franchise Agreement or to declare its rights hereunder, the prevailing Party in such action, on trial and appeal, shall be entitled to its reasonable attorney's fees and all costs to be paid by the other Party as fixed by the court.

43. **Entire Agreement.** This constitutes the entire Franchise Agreement between the Parties and supplants any prior agreement, written or oral between the Parties.
44. **Severability.** A determination by any court that any clause of this Franchise Agreement is invalid shall not render the Franchise Agreement invalid, but shall be effective only upon that clause.

45. **Force Majeure.** Except for the obligation to pay for services rendered, neither Party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, riots, war, fire, acts of nature, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

46. **Title and Ownership.** Title, ownership and the right to possession of solid waste shall transfer to Republic Services at the time of collection unless otherwise contracted or specified herein. Title to and liability for Hazardous Waste or medical wastes (collectively Hazardous Waste and medical waste shall be known as “Unacceptable Waste”) shall at no time pass to Republic Services. Republic may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Republic Services, Republic Services may refuse to collect the entire container of waste. In such situations, Republic Services shall contact the City and the City shall take appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Republic Services before it is collected, Republic Services may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste. The City shall provide all reasonable assistance to Republic Services to conduct an investigation to determine the identity of the depositor or generator of any Unacceptable Waste and to assist Republic Services in collecting from the generator or depositor the costs incurred by Republic Services in connection with the Unacceptable Waste.

47. **Effective Date.** This Franchise Agreement shall become effective upon approval by the City Council of Boise City pursuant to and in compliance with the provisions of Idaho Code Section 50-329 including all notice and publication provisions thereof but in no event prior to November 1, 2016.

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 NEXT PAGE]
FOR THE CITY:
David H. Bieter, Mayor
Date: November 29, 2016

ATTEST:
Lynda Lowry, Ex-Officio City Clerk

State of Idaho )
) ss.
County of Ada )

On this 20th day of November, 2016, before me, a Notary Public in and for the state of Idaho, personally appeared David H. Bieter and Lynda Lowry, known to me to be, respectively, the Mayor and Ex-Officio City Clerk of the city of Boise, City, Idaho, both of whom executed the within Franchise Agreement and acknowledged to me that Boise City executed the same.

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

DEBBIE WESTERVELT
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8/24/2021

FOR REPUBLIC SERVICES:

Date: December 12, 2016
State of Idaho )
) ss.
County of Ada )

On this 12th day of December, 2016, before me, a Notary Public in and for the state of Idaho, personally appeared Greg Bruemmer, known or identified to me to be Area President of Republic Services, whom executed the within License, and acknowledged to me that they executed the same.

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

Laurie Armstrong
Notary Public for Idaho
Residing at Kirkland, WA
My commission expires 12-05-18
Exhibit A

Price Escalation Factor

A. Subject to approval by Boise City Council, Republic Services may receive a yearly rate adjustment effective each January 1st. The adjustment may consist of a combination of operating income from operations set at 15%, plus 8% of net assets.

Example:

Net Assets (10 Year Life Trucks & Containers) $4.00
Revenues based on Net Assets (8%) $0.32

Operating Expenses (including depreciation & SG&A) $20.00
Revenues based on Operating Expenses (15%) $3.00

Total Revenues before Interest and Taxes $3.32

Depreciation will be calculated based upon a variation of the straight line method, where the initial amount will be discounted 75%, with the recovery of the 75% to take place at the end of the asset useful life. A straight-line depreciation will be calculated between these two end points.

Financial data concepts to be considered in annual negotiations include:

1. A Labor Schedule reflecting the number and positions of employees who carry out the Boise contract, including office and operations personnel. Employee expenses shall include wage rates and benefits.

2. A Collection and Equipment Schedule, including detail by category for vehicles, trailers and containers used in Boise. The schedule will detail the make, model, year and depreciation/capitalized rebuilds.

3. A Service Schedule by category for providing:
   a. Residential Services
      i. monthly cost per household for individual trash collection;
      ii. monthly cost per household for individual recycling collection;
      iii. monthly cost per household for individual organics collection;
      iv. additional costs for any other special services, collections or containers.
   b. Business Services
      i. monthly cost for regular trash and recycling collection services.

4. A schedule of programs in place, including but not limited to:
   a. safety and loss control programs;
   b. employee training;
   c. customer service programs;
   d. risk management programs;
e. safety and loss control programs;
f. preventative maintenance programs;
g. marketing programs; and
h. cost containment programs and activities.

5. A schedule of public information and community involvement programs and expenses.

6. Overhead allocations for the City.

7. Tax allocations for the City.

8. Investing or borrowing associated with the development of new programs or services.

Items such as growth in number of customers served, route density changes, equipment improvements to enhance productivity and wage rate and expense trends will be considered and evaluated in connection with any reimbursement increase request. Rate adjustments will not be unreasonably withheld.

B. Republic Services may further receive an adjustment to reimbursement rates in the event of uncontrollable costs, including, without limitation, revised laws, ordinances or regulations, tax or franchise fee increases. In the event that uncontrollable costs occur, Republic Services shall provide written documentation to the City of such costs, and the City may adjust the rates accordingly upon a finding by the City Council that the rate increase is demonstrated to be reasonable, subject to any applicable public notice and hearing requirements as required by law.

C. During this Agreement Republic Services may petition the City for an adjustment to fees or rate of reimbursement prior to September 1 of each year. The information supplied in support of the request for increase in rate in reimbursement shall be consistent with paragraph A. above. The request shall be subject to review and approval by the Boise City Council.
# Republic Services of Boise
## Reimbursement Rates Effective 1/1/2020

### PRICE AND REVENUE TARGETS

<table>
<thead>
<tr>
<th>Item</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diesel Fuel - Per Gallon</td>
<td>$3.00</td>
<td>$3.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>Recyclable Commodities - Lower (from Republic)</td>
<td>$62,000</td>
<td>$74,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Recyclable Commodities - Upper (Payment)</td>
<td>$62,000</td>
<td>$74,000</td>
<td>0.0%</td>
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</tbody>
</table>

### HOUSEHOLD

<table>
<thead>
<tr>
<th>Service</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Trash</td>
<td>$7.95</td>
<td>$8.25</td>
<td>3.77%</td>
</tr>
<tr>
<td>Residential Recycling</td>
<td>$2.83</td>
<td>$2.93</td>
<td>3.53%</td>
</tr>
<tr>
<td>Residential Composting</td>
<td>$5.18</td>
<td>$5.37</td>
<td>3.67%</td>
</tr>
<tr>
<td>Residential Premium Carry-out Service</td>
<td>$21.41</td>
<td>$22.20</td>
<td>3.69%</td>
</tr>
<tr>
<td>Residential Curbside Carry-out Service</td>
<td>$15.70</td>
<td>$16.28</td>
<td>3.69%</td>
</tr>
<tr>
<td>Residential Glass Collection</td>
<td>$5.49</td>
<td>$5.69</td>
<td>3.64%</td>
</tr>
<tr>
<td>Additional Collection</td>
<td>$8.13</td>
<td>$8.43</td>
<td>3.69%</td>
</tr>
<tr>
<td>Additional Trash Cart</td>
<td>$1.18</td>
<td>$1.22</td>
<td>3.39%</td>
</tr>
<tr>
<td>Second Additional Trash Cart per Month</td>
<td>$1.90</td>
<td>$1.97</td>
<td>3.68%</td>
</tr>
<tr>
<td>Additional Trash Carts with Waiver per Month</td>
<td>$1.90</td>
<td>$1.97</td>
<td>3.68%</td>
</tr>
<tr>
<td>Additional Recycle Cart</td>
<td>$1.18</td>
<td>$1.22</td>
<td>3.39%</td>
</tr>
<tr>
<td>Cart Pickup</td>
<td>$16.58</td>
<td>$17.19</td>
<td>3.68%</td>
</tr>
<tr>
<td>Sticker for Additional Pickup (per Sticker)</td>
<td>$0.95</td>
<td>$0.99</td>
<td>4.21%</td>
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<tr>
<td>Appliance Collection with Freon</td>
<td>$54.61</td>
<td>$56.63</td>
<td>3.70%</td>
</tr>
<tr>
<td>Appliance Collection without Freon</td>
<td>$25.60</td>
<td>$26.55</td>
<td>3.71%</td>
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<tr>
<td>Damaged Cart Replacement</td>
<td>N/A</td>
<td>$62.35</td>
<td>New</td>
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## Republic Services of Boise
### Reimbursement Rates Effective 1/1/2020

<table>
<thead>
<tr>
<th>BUSINESS TRASH (Regular Commercial)</th>
<th>SERVICE</th>
<th>REENTAL</th>
<th>CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
<td>Proposed</td>
<td>Service</td>
</tr>
<tr>
<td>3 - 8 yd Dumpster Delivery</td>
<td>$20.63</td>
<td>$20.63</td>
<td>0.0%</td>
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<tr>
<td>Lid Lock</td>
<td>N/A</td>
<td>$26.78</td>
<td>$26.78</td>
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<tr>
<td>Lock Installation</td>
<td>$26.78</td>
<td>$26.78</td>
<td>$26.78</td>
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<tr>
<td>Container Weigh Fee</td>
<td>N/A</td>
<td>$24.94</td>
<td>$24.94</td>
</tr>
<tr>
<td>Container Steam Clean</td>
<td>N/A</td>
<td>$149.64</td>
<td>$149.64</td>
</tr>
<tr>
<td>Dry Run (container not picked up or serviced)</td>
<td>N/A</td>
<td>$24.94</td>
<td>$24.94</td>
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<tr>
<td>Damaged Cart Replacement</td>
<td>N/A</td>
<td>$62.35</td>
<td>$62.35</td>
</tr>
<tr>
<td>Additional Yardage</td>
<td>N/A</td>
<td>$12.47</td>
<td>$12.47</td>
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<tr>
<td>3 yd Dumpster 1x / mth</td>
<td>$20.62</td>
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<tr>
<td>3 yd Dumpster every other week</td>
<td>$24.74</td>
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<td>$11.95</td>
</tr>
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<td>3 yd Dumpster 1x / week</td>
<td>$30.64</td>
<td>$30.64</td>
<td>$11.95</td>
</tr>
<tr>
<td>3 yd Dumpster 2x / week</td>
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<td>$11.95</td>
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<td>3 yd Dumpster 3x / week</td>
<td>$78.32</td>
<td>$78.32</td>
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<td>3 yd Dumpster 5x / week</td>
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<td>3 yd Dumpster 6x / week</td>
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<td>6 yd Dumpster 1x / mth</td>
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<td>6 yd Dumpster 3x / week</td>
<td>$113.73</td>
<td>$113.73</td>
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<td>(per dump charges)</td>
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<td>3 yd Additional Dump</td>
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<td>Each 5x Minute Increment</td>
<td>$12.47</td>
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### COMMERICAL TRASH CAN SERVICE
#### (monthly charges)
- 1-6 carts 1x /week - Regular  
  $23.30  $23.30  $ -  $ -  0.0%  0.0%
- 1-6 carts 2x /week - Regular  
  $46.56  $46.56  $ -  $ -  0.0%  0.0%
- 1-6 carts 3x /week - Regular  
  $69.85  $69.85  $ -  $ -  0.0%  0.0%
- 1-6 carts 4x /week - Regular  
  $93.13  $93.13  $ -  $ -  0.0%  0.0%
- 1-6 carts 5x /week - Regular  
  $116.40 $116.40 $ -  $ -  0.0%  0.0%

Attachment: Attachment C - 2020 Final Franchise Agreement (ORD-35-20 - Republic Services Franchise Agreement Amendment)
<table>
<thead>
<tr>
<th>SERVICE</th>
<th>Current</th>
<th>Proposed</th>
<th>RENTAL</th>
<th>Current</th>
<th>Proposed</th>
<th>CHANGE</th>
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<th>Rental</th>
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<td>1-6 carts 1x /week - Carry-out</td>
<td>$33.38</td>
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<td>0.0%</td>
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<td>$-</td>
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<td>(per haul charges)</td>
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<td>$15.32</td>
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<td>$-</td>
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<td>0.0%</td>
<td>0.0%</td>
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<td>20 Yd Compactor</td>
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<td>ROLL-OFFS/ON CALL TRASH SERVICE</td>
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<td>$-</td>
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<td>0.0%</td>
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### Service Rental Change

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<th>Change</th>
<th>Service</th>
<th>Rental</th>
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<td>$26.19</td>
<td>$0.95</td>
<td>$0.95</td>
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<td>$3.46</td>
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<td><strong>30 yd Box - Regular</strong></td>
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<td>$117.13</td>
<td>$4.08</td>
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<td>0.0%</td>
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<td>$4.60</td>
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<td>0.0%</td>
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<td>$117.13</td>
<td>$3.46</td>
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<td><strong>30 yd Box - Wood Waste</strong></td>
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<td>$117.13</td>
<td>$4.08</td>
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<td>0.0%</td>
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<tr>
<td><strong>40 yd Box - Wood Waste</strong></td>
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<td>$117.13</td>
<td>$4.60</td>
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<td><strong>3 yd Construction and Demolition per Haul</strong></td>
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<td>$42.91</td>
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<tr>
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<td>$70.84</td>
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<tr>
<td><strong>20 yd Box - Construction / Demolition</strong></td>
<td>$127.64</td>
<td>$127.64</td>
<td>$3.46</td>
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<td><strong>30 yd Box - Construction / Demolition</strong></td>
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<td>$127.64</td>
<td>$4.08</td>
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<td><strong>40 yd Box - Construction / Demolition</strong></td>
<td>$127.64</td>
<td>$127.64</td>
<td>$4.60</td>
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<tr>
<td><strong>20 yd Box - Asbestos</strong></td>
<td>$197.11</td>
<td>$197.11</td>
<td>$3.46</td>
<td>$3.46</td>
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<td><strong>30 yd Box - Asbestos</strong></td>
<td>$197.11</td>
<td>$197.11</td>
<td>$4.08</td>
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<td><strong>40 yd Box - Asbestos</strong></td>
<td>$197.11</td>
<td>$197.11</td>
<td>$4.60</td>
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#### COMMERCIAL RECYCLING SERVICE

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<thead>
<tr>
<th>SERVICE</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
<th>Service</th>
<th>Rental</th>
</tr>
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<tr>
<td><strong>Appliance With Freon</strong></td>
<td>$47.66</td>
<td>$47.66</td>
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<td>-</td>
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<tr>
<td><strong>Appliance Without Freon</strong></td>
<td>$22.33</td>
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<td><strong>Cart Removal</strong></td>
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<td><strong>1 - 95 gal Cart, 1x week</strong></td>
<td>$2.68</td>
<td>$2.68</td>
<td>$1.04</td>
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<tr>
<td><strong>2 - 95 gal Cart, 1x week</strong></td>
<td>$5.36</td>
<td>$5.36</td>
<td>$1.56</td>
<td>$1.56</td>
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<tr>
<td><strong>3 - 95 gal Cart, 1x week</strong></td>
<td>$8.03</td>
<td>$8.03</td>
<td>$2.08</td>
<td>$2.08</td>
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<tr>
<td><strong>5 - 95 gal Cart, 1x week</strong></td>
<td>$10.71</td>
<td>$10.71</td>
<td>$2.60</td>
<td>$2.60</td>
<td>0.0%</td>
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</table>

| **95 gal Cart Extra Collection**       | $8.43   | $8.43    | -      | -       | 0.0%   |
| **3 yd Green Container, 1x week**      | $25.29  | $25.29   | $11.95 | $11.95  | 0.0%   |
| **3 yd Green Container, 2x week**      | $48.44  | $48.44   | $11.95 | $11.95  | 0.0%   |
| **3 yd Green Container, 3x week**      | $72.97  | $72.97   | $11.95 | $11.95  | 0.0%   |
| **3 yd Green Container, 4x week**      | $98.83  | $98.83   | $11.95 | $11.95  | 0.0%   |
| **3 yd Green Container, 5x week**      | $126.08 | $126.08  | $11.95 | $11.95  | 0.0%   |
| **3 yd Green Container Delivery Fee**  | $20.63  | $20.63   | -      | -       | 0.0%   |
| **3 yd Green Container Extra Collection** | $12.28  | $12.28   | -      | -       | 0.0%   |

| **6 yd Green Container, 1x week**      | $32.11  | $32.11   | $23.23 | $23.23  | 0.0%   |
| **6 yd Green Container, 2x week**      | $70.23  | $70.23   | $23.23 | $23.23  | 0.0%   |
| **6 yd Green Container, 3x week**      | $108.38 | $108.38  | $23.23 | $23.23  | 0.0%   |
| **6 yd Green Container, 4x week**      | $149.24 | $149.24  | $23.23 | $23.23  | 0.0%   |
| **6 yd Green Container, 5x week**      | $186.00 | $186.00  | $23.23 | $23.23  | 0.0%   |
| **6 yd Green Container Delivery Fee**  | $20.63  | $20.63   | -      | -       | 0.0%   |
| **6 yd Green Container Extra Collection** | $20.44  | $20.44   | -      | -       | 0.0%   |

| **8 yd Green Container, 1x week**      | $35.50  | $35.50   | $30.13 | $30.13  | 0.0%   |
| **8 yd Green Container, 2x week**      | $76.35  | $76.35   | $30.13 | $30.13  | 0.0%   |
| **8 yd Green Container, 3x week**      | $128.11 | $128.11  | $30.13 | $30.13  | 0.0%   |
| **8 yd Green Container, 4x week**      | $171.69 | $171.69  | $30.13 | $30.13  | 0.0%   |
| **8 yd Green Container, 5x week**      | $220.73 | $220.73  | $30.13 | $30.13  | 0.0%   |
| **8 yd Green Container Delivery Fee**  | $20.63  | $20.63   | -      | -       | 0.0%   |
| **8 yd Green Container Extra Collection** | $27.24  | $27.24   | -      | -       | 0.0%   |

| **3 Yd Green Compactor - 1x week**     | $58.68  | $58.68   | -      | -       | 0.0%   |
| **3 Yd Green Compactor - 2x week**     | $117.34 | $117.34  | -      | -       | 0.0%   |
| **3 Yd Green Compactor Extra Collection** | $13.55  | $13.55   | -      | -       | 0.0%   |

<p>| <strong>4 yd Green Compactor, 1x week</strong>      | $66.32  | $66.32   | -      | -       | 0.0%   |
| <strong>4 yd Green Compactor, 2x week</strong>      | $132.71 | $132.71  | -      | -       | 0.0%   |
| <strong>4 yd Green Compactor, Extra Collection</strong> | $15.32  | $15.32   | -      | -       | 0.0%   |</p>
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<th>SERVICE</th>
<th>Current</th>
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<th>RENTAL</th>
<th>Current</th>
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<tr>
<td>6 Yd Green Compactor - 2x week</td>
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<tr>
<td>6 Yd Green Compactor Extra Collection</td>
<td>$20.47</td>
<td>$20.47</td>
<td>$</td>
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<td>8 Yd Green Compactor - 1x week</td>
<td>$117.94</td>
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<tr>
<td>8 Yd Green Compactor - 2x week</td>
<td>$235.90</td>
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<tr>
<td>8 Yd Green Compactor Extra Collection</td>
<td>$27.24</td>
<td>$27.24</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>65 gal Glass Collection 1 x month</td>
<td>$5.36</td>
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<tr>
<td>2 - 3 Yd Glass Recycle Container 1 x month</td>
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<td>$35.20</td>
<td>$11.95</td>
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<tr>
<td>2 - 3 Yd Glass Recycle Container 2 x month</td>
<td>$56.49</td>
<td>$56.49</td>
<td>$11.95</td>
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<tr>
<td>2 - 3 Yd Glass Recycle Container 1 x week</td>
<td>$72.01</td>
<td>$72.01</td>
<td>$11.95</td>
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<tr>
<td>2 - 3 Yd Glass Recycle Container 2 x week</td>
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<tr>
<td>2 - 3 Yd Glass Recycle Container 3 x week</td>
<td>$179.43</td>
<td>$179.43</td>
<td>$11.95</td>
<td>$11.95</td>
<td>$</td>
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</tr>
<tr>
<td>Extra 2 or 3 yd Glass Pick Up</td>
<td>$12.28</td>
<td>$12.28</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>0.0%</td>
<td>0.0%</td>
<td></td>
</tr>
</tbody>
</table>
TO: Mayor and Council
FROM: Leon Letson, Planning and Development Services
NUMBER: ORD-32-20
DATE: October 1, 2020
SUBJECT: CAR19-00028 / Ordinance

BACKGROUND:

On February 10, 2020, Planning & Zoning Commission recommended approval.
On March 3, 2020, City Council approved Agenda Request.
On March 19, 2020, hearing items were postponed due to COVID-19.
On May 19, 2020, City Council approved Agenda Request to be heard on June 9, 2020.
On June 9, 2020, City Council approved CAR19-00028.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- CAR19-00028-Exhibit A (rezone map) (PDF)
AN ORDINANCE (CAR19-00028) FOR PROPERTY LOCATED AT 9000 W STATE ST 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 HIGH DENSITY RESIDENTIAL WITH DESIGN REVIEW (R-3D); SETTING FORTH A REASONED STATEMENT IN SUPPORT OF SUCH ZONE CHANGE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the land use zoning classification of the following described lands within the city of Boise City, Idaho, as set forth in Exhibit A (Map) are amended and reclassified from Single Family Residential (R-1A) to High Density Residential with Design Review (R-3D), 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:

The requested rezone is consistent with the approval criteria of B.C.C. Section 11-03 04.03. Establishing R-3D (Multi-Family Residential with Design Review) zoning for the subject property complies with Blueprint Boise. It is designated “Mixed Use” on the Land use Map and supported by a number of policies that encourage the development of more dense housing adjacent to major arterials like State St. Principle PDP1.2 promotes zoning allowances to support the proposed multi-family development. Principle NAC11.3 provides direction to remove barriers and update zoning to reflect the goals and policies of Blueprint Boise. Rezoning the property will benefit the general public as providing housing in this area of the City minimizes the impact of sprawl on outlying areas of the community and encourages development that allows individuals to walk, bike, or make use of public transportation. Principle NAC3.2 supports residential infill and redevelopment in areas identified as suitable for change within the “Areas of Stability and Change” maps. This area of the Northwest Planning Area has been identified as anticipated for “Significant New Development/Redevelopment.” Finally, the proposed rezone will not create any issues of compatibility with surrounding zoning and development. The surrounding area consists of established residential and commercial uses with
residential and commercial zoning.

Section 3. The zoning maps of the city of Boise City, Idaho, are hereby changed, altered and amended to include and insert the real property described in Exhibit A hereof in the land use classification therein described.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication.
This map is made from data copyrighted by Ada County. Ada County shall not be liable for inaccuracies or misuse of this map. Maps bearing this disclaimer may be photocopied freely. However, use in any digital form requires the written permission of Ada County. This drawing is to be used only for reference purposes; Boise City is not responsible for any inaccuracies herein contained.
On September 14, 2020, the Planning and Zoning Commission recommended approval of a preliminary plat for a residential subdivision comprised of 5 buildable and 2 common lots on 0.65 acres located at 5021 W Alamosa St in a R-1C (Single Family Residential) zone.
BACKGROUND & SUMMARY OF PLANNING & ZONING COMMISSION ACTION

The project involves a preliminary plat for a residential subdivision comprised of 5 buildable and 2 common lots on 0.65 acres located at 5021 W Alamosa St in a R-1C (Single Family Residential) zone. The Planning and Zoning Commission unanimously recommended approval of the application on September 14, 2020. They also approved a planned residential development comprised of 5 single-family homes.

The proposal includes one existing home to remain, construction of a second single-family home and three attached townhomes. Site access will be provided by way of a 20’ wide shared driveway with a hammer-head turnaround, which has been approved by the Boise City Fire Department. Due to the limited width of the shared driveway, on-street parking will be prohibited. The shared driveway is preferred as the width of a public road would further restrict the useable building envelopes of the project. There are no opportunities to connect the proposed street to any other roadways. Although the south end of the property has frontage on Willow Lane, the roadway dead ends into the existing Greenbelt.

Curb, gutter, and 5’ sidewalk will be installed along Alamosa St. abutting the site. Curb, gutter and 5’ sidewalk will line the west side of the shared driveway with a connection to the east. Sidewalk is not required along the east side of the shared driveway as the property abuts a City of Boise owned micro-path which connects the neighborhood to the Greenbelt. A condition of approval requires the fencing and landscaping along this property line comply with micro-path standards and include a sidewalk and gate for pedestrian connectivity to the pathway. The project exceeds the parking requirements by providing 13 off-street parking spaces instead of the 10 required.

The PUD granted waivers to dimensional standards (lot size, lot width, street frontage) and reduced specific interior setbacks. Conditions of approval require the parking for Lot 1 off Alamosa be removed and replaced with one parking space accessed from the shared driveway. Conditions also require all perimeter setbacks be met and Lot 2 be
revised to include a rear setback of 15’. The townhomes facade is consistent with the Citywide Design Review Standards and Guidelines as it includes modulation, varying roof pitches, minimized garages and a variety of materials. A condition of approval requires the design of the new single-family home on Lot 2, be consistent with the mass, design and materials of the townhome elevations to ensure cohesive design.

Comments were received from the Veterans Park Neighborhood Association and a few neighbors. Several of the concerns were addressed with the public hearing and staff report. Regarding tree mitigation requirements, a total of 36 caliper inches are required to be mitigated. The proposal exceeds the requirement by providing a total of 37.5 caliper inches mitigated. The project is also located within the Floodway and Floodplain of the Boise River. A condition of approval requires compliance with the conditions of these permits. This will ensure sensitive habitats are not disturbed and addresses the flooding and wildlife concerns.

Both the Planning Team and Planning and Zoning Commission recommend approval of the preliminary plat. As outlined in the September 14, 2020 report, the proposed subdivision complies with the standards of the Boise City Development Code and Blueprint Boise.

**CONCLUSION & RECOMMENDATION**

The Commission unanimously recommended approval of the preliminary plat on their September 14, 2020 hearing.
NOTES:

1. COMMON LOT 3C AND BLOCK 1 ARE TO BE OWNED AND MAINTAINED BY OWNER.

2. ALL REQUIRED STORM WATER FROM THE SHARED DRIVEWAY AND SITE WILL BE RETAINED ON-SITE WITHIN STORM WATER SWALES IN ACCORDANCE WITH CITY OF BOISE STORM WATER POLICY.

3. COMMON LOT 3 SHALL HAVE A BLANKET SHARED ACCESS EASEMENT, PUBLIC UTILITY EASEMENT, AND DRAINAGE EASEMENT.

4. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
September 16, 2020

David Sterling
T-O Engineers
2471 S Titanium Pl
Meridian, ID 83642
dsterling@to-engineers.com

Re: PUD20-00034 & SUB20-00039 / 5021 W Alamosa St

Dear Applicant:

This letter is to inform you of the action taken by the Boise City Planning and Zoning Commission on your request for a planned residential development comprised of 5 single-family homes located on 0.65 acres in a R-1C (Single Family Residential) zone. Also included is a Preliminary Plat for a residential subdivision comprised of 5 buildable and 2 common lots.

The Boise City Planning and Zoning Commission, at their hearing of September 14, 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 hearing date. 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 September 24, 2020.

4. If this Conditional Use Permit is not acted upon within two (2) years, it will become null and void without further notification from this Department.

This letter constitutes your Conditional Use Permit.
On September 14, 2020, the Boise City Planning & Zoning Commission recommended approval of the Preliminary Plat of the Freer Townhomes Subdivision to the Boise City Council, subject to compliance with the Conditions of Approval listed below.

This application will be considered by the Boise City Council to establish a public hearing date. You will be notified of the established hearing date.

Unless otherwise specified, all conditions shall be completed prior to signing of the Final Plat by the Boise City Engineer.

Questions can be directed to me at (208) 608-7090 or nwomack@cityofboise.org.

Sincerely,

Nicolette C Womack
Associate Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

cc: Michael Freer / SRP LLC / smfreer1992@gmail.com
    President / Veteran’s Park Neighborhood Association / mattjc@cableone.net
REASON FOR THE DECISION

The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). With the conditions of approval, the project is compatible with the surrounding neighborhood, as it has a similar residential density and will have compatible or increased like-yard setbacks. Only internal setbacks, lot sizes, widths and frontage width reductions are included. Correspondence received from commenting agencies confirm the use will not place an undue burden on the transportation system or other services in the vicinity. The site is large enough to accommodate the use as required by the Development Code. The development will not adversely affect other property in the vicinity as it meets the density, height, and parking requirements of the zone. In addition, completion of the River System and Floodplain permits will ensure no sensitive habitats are disturbed. The development is in compliance with the Comprehensive Plan as it is within close proximity to the designated State and Collister Community Activity Center and constitutes infill development which reduces vehicle mileage and avoids costly extensions of infrastructure (Goal CC1.1). The proposed sidewalks are consistent with Principle GDP-N.1 which calls for providing a continuous network of sidewalks where sidewalks are absent or incomplete. Lastly, the single-family homes on reduced lot sizes provide a variety of housing types and lot sizes as supported by Principle GDP-N.3.

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 is 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 July 30, 2020, except as expressly modified the following conditions:

2. Comply with the conditions of approval of CFH20-00082 & CFH20-00083.

3. The site plan shall be revised as follows:
   a. The proposed parking for Lot 1 off Alamosa shall be removed and replaced with one parking space accessed from the shared driveway.
   b. All perimeter setbacks shall be met, and Lot 2 shall be revised to include a rear setback of 15’.

4. The fencing and landscaping along the east property line shall comply with micro-path standards and include a gate for pedestrian connectivity to the pathway.
5. The design of the single-family home on Lot 2 shall be consistent with the mass, design and materials of the townhome elevations.

6. One Class II tree shall be added in the rear yard of Lot 1.

7. Each unit shall pay for Solid Waste Cart carry-out service

 Agency Requirements

8. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   a. Ada County Highway District;
   b. Boise School District (August 19, 2020);
   c. Idaho Department of Water Resources (August 12, 2020);
   d. Central District Health Department (August 19, 2020).

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. Drainage (August 20, 2020);
   b. Sewer (August 4, 2020);
   c. Sewer Irrigation (August 13, 2020);
   d. Solid Waste (August 10, 2020); and
   e. Street Lights (August 5, 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 comments received September 3, 2020. Any deviation from this plan is subject to Fire Department approval. For additional information, contact Ron Johnson at 208-570-6500.

11. The applicant shall comply with all requirements of the Boise City Building Department comments received August 7, 2020.

 Subdivision:

12. The following notes shall be placed on the face of the Final Plat stating:
   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD20-00034, SUB19-00039, CFH20-00082 & CFH20-00083.
b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD20-00034, 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 is prohibited on the shared driveway and the emergency turnaround. These areas will be signed for “No Parking”.

e. Lot 7 includes Class A lands and shall be preserved under single common ownership.

13. 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.

14. The name, **Freer Townhomes Subdivision**, is reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur 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.

15. 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).

16. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

17. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).
18. 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

19. A letter from the appropriate school district is required stating, “The Developer has made arrangements to comply with all requirements of the School District.”

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

28. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

29. 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.
30. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

31. 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.

32. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

33. 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.

34. 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.

35. Utility services shall be installed underground.

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. 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.
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.
CITY OF BOISE PLANNING AND ZONING COMMISSION

IN RE:                                  )
PUD20-00034 / T-O ENGINEERS             )
and                                   )
SUB20-00039 / FREER TOWNHOMES          )
SUBDIVISION                           )
5021 West Alamosa Street           )
__________________________________   )

TRANSCRIPT OF RECORDED PUBLIC HEARING

MONDAY, SEPTEMBER 14, 2020

COMMISSIONERS PRESENT:

BOB SCHAFER, CO-CHAIR
ASHLEY FORD-SQUYRES
JENNIFER MOHR
JENNIFER STEVENS
MILT GILLESPIE
JANELLE FINFROCK
JIM BRATNOBER

TRANSCRIBED BY:

VICTORIA HILLES
INTRODUCTION

CO-CHAIRMAN SCHAFER: All right. We'll move ahead on to Item No. 9. This is PUD20-34 and SUB20-39 at 5021 West Alamosa Street, a conditional-use permit for a planned residential development comprised of five single-family homes in a preliminary plat for that project.

And we'll hear from Nicolette Womack.

NICOLETTE WOMACK: Mr. Chair, Commissioners, the next item on the agenda is a CUP for a planned residential development comprised of five single-family homes at 5021 at West Alamosa Street on 0.65 acres in an R-1C zone. Also included is a prelim plat for five buildable and two common lots.

The site is bordered by residential with a mix of duplexes, attached townhomes, and manufactured homes. Southwest of the site is a Boise river, floodplain, greenbelt, SUEZ and United Water land. And to the east is a City of Boise Public Works facility. And to the southeast is City of Boise Willow Lane Athletic Complex. The project is 0.27 miles from the State and Collister Community Activity Center.
This proposal includes one existing home to remain, construction of a second single-family home, and three attached townhomes. Site access will be provided by a 20-foot wide shared driveway with hammerhead turnaround with parking prohibited on the driveway.

Curb, gutter, and 5-foot sidewalk will be installed along Alamosa, abutting the site, and along the west side of the shared driveway with a connection to the micropath to the east. Sidewalk is not required along the east side of the shared driveway, as the property abuts a City of Boise-owned micropath, which connects the neighborhood to the greenbelt. The fencing and landscaping along this eastern property line is required to comply with micropath standards and include a sidewalk and gate for pedestrian connectivity to the pathway.

Two off-street parking spaces are required for each new, single-family home. A total of 10 parking spaces are required and 18 -- sorry -- 13 are provided.

The site is large enough to accommodate the project. The PUD includes waivers to some dimensional standards including reduced lot sizes, width, and street frontage. The reduced interior
setbacks are also noted in the setback tables. Conditions of approval require the parking for Lot 1 off Alamosa be removed and replaced with one parking space off the shared driveway. There's also a condition that requires all perimeter setbacks be met, meaning Lot 2 will be revised to include a rear setback of 15 feet.

Townhome -- the townhome facades are consistent with the city-wide Design Review standards and guidelines, as they include modulation, varying roof pitches, and minimized garages and a variety of materials. A condition of approval will require the new, single-family home on Lot 2 be consistent with the mass design of materials of these townhome elevations.

The applicant has proposed a shared driveway for the development, as the width of the public road would further restrict the usable building envelopes of the project. There are no opportunities to connect the proposed street to any other roadways. Although the south end of the property has frontage on Willow Lane, the roadway deadends into the existing greenbelt.

Existing conditions plan also includes an assessment of the current tree canopy cover. A total
of 36 inches are required to be mitigated. This is exceeded by providing 37.5 caliper inches mitigated. The proposal is also located in the floodway and floodplain of the Boise River. The condition of approval requires compliance with these conditions of the permits of the floodway and -- sorry -- the Boise River and floodplain permits, which includes removing all improvements from Class-A-identified lands and raising structures 2 feet above finish grade, unless a Letter of Map Revision has been issued and in effect.

Other conditions for these permits also require disturbed areas be stabilized and re-vegetated immediately, and the applicant is required to submit a site restoration plan for approval by Public Works. A hydraulic and hydrology analysis along with a No-Rise Certification is also required. This ensures sensitive habitats are not disturbed. These conditions are consistent with the recommendation of the Boise River Enhancement Network, and their comments are included in the packet. The floodplain and river system permits are pending the Parks Commission review on September 17th.

Some comments were received from the Veterans Park Neighborhood Association and a few
neighbors. Although they generally support the project, they have concerns with potential turning traffic, stormwater drainage, floodplain infill, wildlife displacement, and building heights.

In response to conflict concerns with the shared driveway turning traffic and the micropath, the micropath landscaping and fencing standards of the Development Code will ensure adequate sight lines are maintained.

Regarding stormwater drainage, standard conditions of approval require all stormwater drainage be retained onsite. The only stormwater which will be drained to the existing drain mentioned in the right-of-way will be right-of-way stormwater.

The concerns regarding the amount of floodplain infill proposed are addressed with the conditions of approval of the floodplain and river system permits.

Regarding wildlife, all site work is limited to the subject property and will not impact wildlife within the nesting reserve southwest of the site.

Regarding concerns with the two-story building height, the majority of the structure's mass is only 27 -- 28 feet in height with a central roof
line reaching 32 feet in height, and this is below the 
35-foot height limit of the zone and closest to the 
greenbelt.

In conclusion, with the recommended 
conditions of approval, the project complies with the 
standards of approval. And as such, the planning team 
recommends approval of the PUD and subdivision.

Thank you.

CO-CHAIRMAN SCHAFER: Thank you, Nicolette.

Okay. Now, we'll go ahead and hear from 
the applicant.

I see Dave.

I see your hand up. If you could please 
start with your name and address, for the record, 
please.

DAVID STERLING: David Sterling with T-O 
Engineers. 2471 South Titanium Place in Meridian. 

Nicolette did a great job of presenting 
the project. I don't have much to add to it. I will 
say that we worked with staff to try to address some 
of the concerns, and we're in agreement with all of 
the conditions of approval.

And with that, I could answer any 
questions or -- if you have any.

CO-CHAIRMAN SCHAFER: Okay. Thanks, Dave.
We'll hit -- sit tight for questions just for a moment.

NEIGHBORHOOD ASSOCIATION

CO-CHAIRMAN SCHAFER: We're going to check and see if we have anyone from the Veterans Park Neighborhood Association present. I think we do have Katy, yes.

Katy, if you can please go ahead and start with your name and address, for the record, please.

KATY DECKER: Hi. My name's Katy Decker, and I live at 5001 West Wymosa Street, 83703. And I'm the vice president of the Veterans Park Neighborhood Association.

So of the concerns raised in our letter, I would just touch on the two that seem applicable to this meeting, one of them the turning traffic conflict. As I noted in the letter, the sight lines look like they've been addressed in the existing plan, but the turning radiiuses of the driveway are still pretty broad. It looks like it's designed -- it's a design that will promote high-speed turning, rather than stopping completely and anything -- any traffic-calming measures that can be built in, such that it promotes slower traffic and reduces road conflicts with that heavily-used greenbelt pathway
would really be appreciated.  

I -- the other comment was the stormwater drainage, and I just don't see any stormwater retention on this site. And looking at the number of square feet dedicated to impermeable surfaces and the buildings, driveways, turnaround area, and throughway, I don't see a place for that stormwater to go. And it is a location with high stormwater problems already. There's a lot of flooding in the existing right-of-way drainage. And I'm not seeing any low-impact design elements or stormwater retention basins included in the site plan.

The floodplain info was our major concern, but it sounds like that should be addressed through the floodplain permit, so I think that's all of the comments I have.

CO-CHAIRMAN SCHAFER: Okay. All right. Thank you, Katy.

With that, we'll go ahead and come back to the Commission for any questions for the applicant or staff.

COMMISSIONER GILLESPIE: Mr. Chairman.

CO-CHAIRMAN SCHAFER: Commissioner Gillespie.

COMMISSIONER GILLESPIE: Question for both staff and the applicant.
Can you address that stormwater retention and drainage issue, please.

NICOLETTE WOMACK: Mr. Chair, Commissioner Gillespie, so standard conditions of approval in a development like this require onsite stormwater drainage be achieved when they submit for their subdivision. When they submit for their final plat, they will have to have that information worked out during the grading permit, as well.

The other concern was with the drain, which is near the exit of the micropath that frequently floods. I think the improvement of the sidewalk, curb, and gutter will ensure that the only water going in there will be from on-street, existing drainage. And it usually includes a thorough review of ACHD main -- ensuring that that curb works correctly with that drain.

COMMISSIONER GILLESPIE: [Unintelligible].

COMMISSIONER STEVENS: Mr. Chair.

CO-CHAIRMAN SCHAFER: Yeah. Let's see if the applicant has anything to add on those questions from Commissioner Gillespie.

COMMISSIONER STEVENS: Of course.

CO-CHAIRMAN SCHAFER: Yeah, Dave?

DAVID STERLING: Can you hear me?
CO-CHAIRMAN SCHAFER: Yeah, we can. Yes.

DAVID STERLING: Okay. I'm sorry.

CO-CHAIRMAN SCHAFER: Mm-hmm. Yeah.

DAVID STERLING: Yeah. So for the drainage, we do have space for a swale on the east side of the shared driveway, and then we have a couple of landscape islands that we’d also be putting stormwater into. We do have to submit to the City of Boise Public Works, and they have to review and approve our storm drainage plan once we get to that stage.

And then the area out front, just like Nicolette said, is controlled by ACHD. And we'll be adding curb, gutter, and sidewalk and only putting the stormwater that falls into the right-of-way into that existing inlet.

CO-CHAIRMAN SCHAFER: Okay. Great. Thank you for that.

I believe I have questions maybe from Commissioner Stevens next.

COMMISSIONER STEVENS: Great. Thank you.

CO-CHAIRMAN SCHAFER: Mm-hmm.

COMMISSIONER STEVENS: This is a question for staff for Nicolette.

So I just want to understand the process regarding the Class A lands. So on page 8 of 16 of
your report, you make the note that a condition of approval requires compliance with the conditions of these permits, which includes removing all improvements from Class A lands, but those conditions are actually not in -- at least as far as I can understand it, not in the site conditions for this particular application. So can you just explain the process, whether that's something we need to put in there or it's a different permit, and we're going to see it later. Maybe you could just sort of walk me through that.

NICOLETTE WOMACK: Mr. Chair, Commissioner,
Condition No. 2 requires you comply with the conditions of approval of the -- those case numbers are for the river system and the floodplain permits that are not --

COMMISSIONER STEVENS: Okay.

NICOLETTE WOMACK: -- [unintelligible]. We're waiting until the Parks Commission to issue that.

I summarized Public Works staff's initial comments. The -- in terms of the Class A lands, the Development Code does not allow this use within Class A lands without a waiver being approved, and that's not before us tonight.

COMMISSIONER STEVENS: Mr. Chair, can I follow
CO-CHAIRMAN SCHAFER: Mm-hmm, please.

COMMISSIONER STEVENS: So if I understand that correctly, a waiver is needed to -- for the plan we have in front of us; isn't that correct?

NICOLETTE WOMACK: Mr. Chair, Commissioner, it's hard to tell on these plans, but the only encroachment in Class A lands are the corners --

COMMISSIONER STEVENS: Right.

NICOLETTE WOMACK: -- of these homes. I'll let the applicant speak to that, but I believe that he is in agreement with the conditions, because there are ways to modify the floor plan internally to remove the structures from Class A.

COMMISSIONER STEVENS: Yeah. I'd be interested in hearing from Mr. Sterling.

DAVID STERLING: Okay. Can you hear me?

COMMISSIONER STEVENS: Yes.

CO-CHAIRMAN SCHAFER: We can.

DAVID STERLING: Is there a way for me to share my screen?

CO-CHAIRMAN SCHAFER: Yes, just have to hang on one minute, please.

DAVID STERLING: Okay.

CÉLINE ACORD: David, you should be able to see
different options at the bottom of your screen now. There you go.

DAVID STERLING: Okay. So I hope you can see this.

UNIDENTIFIED SPEAKER: Mm-hmm.

DAVID STERLING: So this is kind of a blowup of the back half, and this line here that my cursor's following, this is the floodplain limit, and so the river system permit basically classifies all lands within the floodplain, and what we're dealing with is Zone A -- or I'm sorry -- Land Type A and then Land Type C. And basically, Land Type A is areas that are considered a wetland.

And so this gray-hatch area here, we had a wetland specialist go out and delineate that wetland. And so the gray area here is classified as a wetland and then this little piece here. And so total is 120 square feet. And so if we're required to by -- per the river system permit to remove this area -- we'll modify the back of these buildings and pull these retaining walls back, so we're outside of those Class A lands.

The Class C lands are upland areas that -- you know, they're not classified as a wetland, but they still fall within the floodplain. And we'll
have to meet the requirements for the floodplain
development permit in order to place anything within
those areas.

I hope that was clear.

COMMISSIONER STEVENS: That's very helpful.

I -- my -- I guess I just want to make sure it's
totally clear for the record that there will -- unless
you pull that back, there's going to have to be a
waiver application.

Is that right, Nicolette?

NICOLETTE WOMACK: Mr. Chair, Commissioner --

COMMISSIONER STEVENS: Almost, maybe --

NICOLETTE WOMACK: -- correct.

COMMISSIONER STEVENS: Okay.

CO-CHAIRMAN SCHAFER: Does that answer your

question --

COMMISSIONER STEVENS: I -- I think --

CO-CHAIRMAN SCHAFER: -- Commissioner Stevens?

COMMISSIONER STEVENS: I think so, yeah. Thank

you.

CO-CHAIRMAN SCHAFER: Okay. Mm-hmm.

KATY DECKER: Mr. Chair.

CO-CHAIRMAN SCHAFER: Commissioner Finfrock.

KATY DECKER: Excuse me, this is Katy Decker.

Could I --
CO-CHAIRMAN SCHAFER: Oh, I'm sorry.

Okay. So did I have a question or did I just have to --

KATY DECKER: Yeah. So this is Katy Decker with the Veterans Park Neighborhood Association.

CO-CHAIRMAN SCHAFER: Okay.

KATY DECKER: This was the comment that I didn't elaborate on, so I just wanted -- while we're looking at this map on David's desktop, I just wanted to elaborate that there's an existing levy that you can see the topographic lines running kind of through the middle of the lightly hatched area shown on his desktop.

CO-CHAIRMAN SCHAFER: Mm-hmm.

KATY DECKER: So if you go back to the 2642 line, there's a significant topographic drop, so there's infill within a 100-year floodplain all the way back to that line proposed. So that's greater than 30 feet, and that was one of our neighborhood's concerns.

DAVID STERLING: Just for clarification, the floodplain line is -- you know, is mapped by FEMA, and they use some -- I guess, some larger scale maps when they're doing that. And so that's that black line you can see here.
If -- if you actually took --

KATY DECKER: And what's the return interval on that flood?

DAVID STERLING: The 100-year floodplain?

[Unintelligible].

KATY DECKER: The 100-year floodplain goes back to Wymosa Street, though, because that's where my house is, and we've dealt with the flood insurance questions there.

DAVID STERLING: So we pulled this off of the floodplain maps, and I guess the City can verify that. But if you were to take the base flood elevation for this line, it would actually kind of follow this 2640 contour around its, you know -- so it's fairly close to where it should be at. And this is a higher area here.

I have a photo. Maybe I can share it.

I'm struggling a little bit to show things, but let's see. I don't have it up, but there's pretty clear delineation. There's a high area here, and then there's a little, low area, and then there's another high area about here, which the surveyors didn't go survey, because it was, you know, in this kind of vegetated area. But it kind of -- it's high here, and it goes down, and then it
goes higher, and then it goes back down to where this
drain kind of ditch is back here is kind of how it
looks back there.

CO-CHAIRMAN SCHAFER: Okay. All right. Thanks,
David. I think we're good for the moment on that
topic.

Do we have any other questions?

COMMISSIONER FINFROCK: Mr. Chair.

CO-CHAIRMAN SCHAFER: Commissioner Finfrock.

COMMISSIONER FINFROCK: Yeah. This question is
for Nicolette.

I just had a question about the bulb-outs
for the greenbelt access. If you could go back to
your picture and show this -- or show us where exactly
they'll be put in or if they're going to be put in. I
was a little confused by that.

NICOLETTE WOMACK: We'll use this picture.

Mr. Chair, Commissioners, I just wanted to
add, before we leave that topic on the river system
and floodplain, the floodplain engineer is also on the
call and can speak to these questions in more detail,
and we do have our floodplain maps on my slides, as
well.

Regarding the bulb-out question, at this
time, the only -- the design is as currently shown
right here. The Fire Department requires the approach to this drive be 20 feet minimum. It is at 20 feet minimum, so a bulb-out would push that below Fire safety requirements to get to access the townhomes in the back. When I mentioned the micropath landscaping and fence standards, that requires a much shorter fence, shorter vegetation, along that eastern property line. This will ensure that there are clear vision triangle sight lines coming out of that approach into the micropath, so it will be improved from where it is today.

COMMISSIONER MOHR: Mr. Chair.

CO-CHAIRMAN SCHAFFER: Commissioner Mohr.

COMMISSIONER MOHR: And just a quick verification. And I know one of the items that was mentioned by the neighborhood association was the radius, basically, of those turns. That's -- I don't see a dimension on the plan. Is that -- that's the radius as required by the Fire Department's conditions of approval?

And that's a question for either the applicant or staff.

DAVID STERLING: I could try to address it or -- if that's all right.

CO-CHAIRMAN SCHAFFER: Go ahead, Dave.
DAVID STERLING: Okay. So yeah, typically the Fire Department does have a requirement for a minimum turning radius here of 28 feet, and we just showed it that way, but we will have to make our application to ACHD for these improvements.

And, you know, one of the things that we could do is we could do it like this approach does to our east. You know, they just came up, and then they just had a flared, you know, kind of like driveway approach. And if ACHD would approve this, we could do something more like that.

You know, we were just kind of showing it just kind of like a standard, but we don't have a preference on that.

CO-CHAIRMAN SCHAFER: Okay. Thank you, Mr. Sterling.

COMMISSIONER STEVENS: Mr. Chair.

CO-CHAIRMAN SCHAFER: Commissioner Stevens.

COMMISSIONER STEVENS: Since Mr. Taylor's on the phone, I was actually hoping he might speak to the questions that I was asking earlier. Would that be okay with you?

CO-CHAIRMAN SCHAFER: Yeah, that'd be great. I didn't --

COMMISSIONER STEVENS: Okay.
CO-CHAIRMAN SCHAFER: -- see him.

Jason, you want to sound off a bit, if you
would, on the river permit and the floodplain?

JASON TAYLOR: Hi. This is Jason Taylor.

Public Works Engineering.

Could you, Ms. Stevens, reiterate your
comment -- or your question, just so I --

COMMISSIONER STEVENS: Sure.

JASON TAYLOR: -- [unintelligible] the right

thing.

COMMISSIONER STEVENS: Sure. So I mean, I think
at the base, what I'm trying to figure out -- and I
think I understand that the bottom line is he can't
build -- this developer cannot build in any of the
Class A lands. That's our -- that's the way our Code
is written. And the only way he can do that is if a
waiver is applied for. And so I just am not sure why
we're not seeing a waiver yet, but I'm -- it seems
like there's confusion or disagreement about where
exactly this development is. And, I mean, there
clearly are Class A lands. So I just was hoping you
could speak to what if any disagreement there is about
that particular issue.

JASON TAYLOR: I know very little actually about
that piece. The Class A, Class B, and Class C lands
is typically delineated and gets approved through the Parks Commission. The Class A stuff, like Nicolette said, there is a waiver for that. So if it's actually a wetland and they wipe out that wetland, then they're probably going to have to go build wetland somewhere else, which is very expensive, and they're not going to do it. So more than likely, they're just going to revise their plan and get out of the Class A wetland areas.

As per the floodplain itself, we allow construction in the floodplain, and we conditioned the floodplain application to -- more or less to protect the homes and the floodplain from any kind of raise or any kind of encroachment that would cause a rise in the floodplain.

And he is correct. That is the floodplain line. That is the 100-year floodplain line. Everything to the north of that line is the 500-year, Zone X, floodplain, and it is a non-regulated zone. We don't -- we can't enforce anything based on federal FEMA standards.

COMMISSIONER STEVENS: Thank you.

CO-CHAIRMAN SCHAFFER: Okay. Any other questions from the Commission?

All right. Very good.
I see Commissioner Stevens is still un-muted, so I want to make sure. No more questions?

COMMISSIONER STEVENS: Sorry. I'm good.

CO-CHAIRMAN SCHAFER: Okay. All right.

PUBLIC TESTIMONY

CO-CHAIRMAN SCHAFER: We're going to go ahead and close the questions, and we'll go to the public hearing portion of this item.

If there's anyone in person or online that would like to speak on this item, this is the time.

No takers here in person, and no hands raised online.

REBUTTAL

CO-CHAIRMAN SCHAFER: So with that, we'll go ahead and move right into rebuttal.

Mr. Sterling, if you have -- you have a few minutes for rebuttal.

You might be muted. I see your cursor moving.

DAVID STERLING: Okay. Can you hear me now?

CO-CHAIRMAN SCHAFER: Yeah, we can. Yes.

DAVID STERLING: Okay. So I just wanted to clarify that when we first submitted this, we were kind of unsure if this was Class A or Class C. And so once we did delineate it as Class A, then we went
ahead and showed what our impacts were.

In talking to City staff, it was kind of advised like, "Don't spend the time to revise the site plan. We'll just make it a condition that you can't build into the Class A lands." So that's why we didn't revise the site plan, but we are totally fine with, you know, revising it so that we don't impact that Class A lands. And that's the only clarification I wanted to make.

CO-CHAIRMAN SCHAFER: Okay. Thanks, David.

MOTIONS

CO-CHAIRMAN SCHAFER: All right. We'll go ahead and bring this back to the Commission.

Do I have a motion?

COMMISSIONER FINFROCK: Mr. Chair.

CO-CHAIRMAN SCHAFER: Commissioner Finfrock.

COMMISSIONER FINFROCK: I move to approve PUD20-34 and recommend approval for SUB20-39 along with the recommended and standard conditions of approval.

COMMISSIONER MOHR: Second.

CO-CHAIRMAN SCHAFER: I have a motion and a second, a motion for approval and a second.

Any discussion?

COMMISSIONER FINFROCK: Mr. Chair.
CO-CHAIRMAN SCHAFER: Commissioner Finfrock.

COMMISSIONER FINFROCK: So as far as the wetland issues go, it sounds like there may be a permit coming down the line, but I know that the City has that pretty well covered.

I -- but as far as everything else, it looks like the homes comply with the height requirement. I believe that was a concern somewhere along the line. But yeah, they do comply with the requirement of the R-1 zone.

The variance requests, they're internal to the property, which will buffer the adjacent properties. And then -- I think, in my opinion, the density is appropriate, just because we can better utilize that area closer to the greenbelt.

So for those reasons, I am moving for this motion.

CO-CHAIRMAN SCHAFER: Okay. Thank you.

Any other discussion?

COMMISSIONER MOHR: Mr. Chair.

CO-CHAIRMAN SCHAFER: Commissioner Mohr.

COMMISSIONER MOHR: I just want to echo exactly everything that Commissioner Finfrock stated. I just want to second it, particularly, especially the applicant's willingness to revise the site plan, get
out of the Class A lands. The ability to do so
without detriment to the property, I think, is helpful
in that case, as well.

CO-CHAIRMAN SCHAFER: Great. Thank you.

Any other comments?

Okay. We have a motion to approve
PUD20-34 and a motion to recommend approval of
SUB20-39.

ROLL CALL

CO-CHAIRMAN SCHAFER: Will the clerk please call
the vote.

THE CLERK: Schafer.

CO-CHAIRMAN SCHAFER: Aye.

THE CLERK: Squyres.

COMMISSIONER SQUYRES: Aye.

THE CLERK: Mohr.

COMMISSIONER MOHR: Aye.

THE CLERK: Stevens.

COMMISSIONER STEVENS: Aye.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Finfrock.

COMMISSIONER FINFROCK: Aye.

THE CLERK: Bratnober.

COMMISSIONER BRATNOBER: Aye.
THE CLERK: All in favor. Motion carries.

(End transcription at 3:28:14 of audio file.)

-o0o-
TRANSCRIPTIONIST'S CERTIFICATE

I, VICTORIA HILLES, transcriptionist, certify:

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

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

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

IN WITNESS WHEREOF, I set my hand and seal this 1st day of October, 2020.

_____________________________

VICTORIA HILLES
POST OFFICE BOX 2636
Boise, Idaho 83701-2636
PUD20-00034 & SUB20-00039 / T-O Engineers

Summary
Conditional use permit for a planned residential development comprised of 5 single-family homes located at 5021 W Alamosa St on 0.65 acres in a R-1C (Single Family Residential) zone. Also included is a Preliminary Plat for a residential subdivision comprised of 5 buildable and 2 common lots.

Prepared By
Nicolette Womack, Associate Planner

Recommendation
Approval with conditions

Reason for the Decision

Planned Unit Development
The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). With the conditions of approval, the project is compatible with the surrounding neighborhood, as it has a similar residential density and will have compatible or increased like-yard setbacks. Only internal setbacks, lot sizes, widths and frontage width reductions are included. Correspondence received from commenting agencies confirm the use will not place an undue burden on the transportation system or other services in the vicinity. The site is large enough to accommodate the use as required by the Development Code. The development will not adversely affect other property in the vicinity as it meets the density, height, and parking requirements of the zone. In addition, completion of the River System and Floodplain permits will ensure no sensitive habitats are disturbed. The development is in compliance with the Comprehensive Plan as it is within close proximity to the designated State and Collister Community Activity Center and constitutes infill development which reduces vehicle miles traveled and avoids costly extensions of infrastructure (Goal CC1.1). The proposed sidewalks are consistent with Principle GDP-N.1 which calls for providing a continuous network of sidewalks where sidewalks are absent or incomplete. Lastly, the single-family homes on reduced lot sizes provide a variety of housing types and lot sizes as supported by Principle GDP-N.3.

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 is consistent with the Development Code and the Comprehensive Plan.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through the P&L Portal.
REQUESTED BUILDING SETBACKS

LOT 1, BLOCK 1

- FRONT: 20 FEET FROM GARAGE
- FRONT: 5 FEET FROM FRONT OF HOUSE (EXCEPTION - EXISTING HOUSE)
- SIDE: 5 FEET
- REAR: 10 FEET

LOT 4 - 6, BLOCK 1

- FRONT: 20 FEET FROM GARAGE
- FRONT: 10 FEET FROM FRONT OF HOUSE
- SIDE: 0 FEET
- REAR: 15 FEET
NOTES:
1. COMMON LOTS 3C AND 7C BLOCK 1 ARE TO BE OWNED AND MAINTAINED BY OWNER.
2. ALL ON-SITE STORM WATER FROM THE SHARED DRIVEWAY AND SITE WILL BE RETAINED ON-SITE WITHIN STORM WATER SWALE IN ACCORDANCE WITH CITY OF BOISE STORM WATER POLICY.
3. COMMON LOT 3 SHALL HAVE A BLANKET SHARED ACCESS EASEMENT, PUBLIC UTILITY EASEMENT, AND DRAINAGE EASEMENT.
4. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: “NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN 1 (ONE) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.”

LEGEND

DEVELOPER / OWNER
MICHAEL FREER
5021 W. ALAMOSA ST.
BOISE, IDAHO 83703

ENGINEER
T-O ENGINEERS, INC.
DAVID STERLING, P.E.
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642

SURVEYOR
T-O ENGINEERS, INC.
STEVE FRISBIE, P.L.S.
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642

DEVELOPER / OWNER
MICHAEL FREER
SIRP LLC
5021 W. ALAMOSA ST.
BOISE, IDAHO 83703

ENGINEER
T-O ENGINEERS, INC.
DAVID STERLING, P.E.
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642

SURVEYOR
T-O ENGINEERS, INC.
STEVE FRISBIE, P.L.S.
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642

ACREAGE SUMMARY
TOTAL = 0.655 ACRES
BUILDABLE LOTS = 0.304 ACRES
COMMON LOTS = 0.338 ACRES
STREET RIGHT-OF-WAY = 0.013 ACRES

LOT SUMMARY
RESIDENTIAL BUILDABLE LOTS = 5
COMMON LOTS = 2

CURRENT ZONING
R-1C

ROADWAY JURISDICTION
ADA COUNTY HIGHWAY DISTRICT

SEWER PROVIDER
CITY OF BOISE SEWER

WATER PROVIDER
SUEZ WATER

FIRE DISTRICT
BOISE CITY FIRE DISTRICT

PROJECT SITE
ALAMOSA ST
WILLOW LN
WYMOSA ST
WYLIE LN

PARKING SECTION SHOWN ON PAVER LANDING SIDE OF DRIVEWAY
MINIMUM 4 INCHES OF PAVEMENT AND SPARK RESISTANT BASE MATERIAL
MINIMUM 2 INCHES OF 4-INCH MINUS CRUSHED AGGREGATE BASE, AND 14-INCHES OF 6-INCH MINUS PIT RUN.
INSTALL NEW 3" ROLLED CURB AND GUTTER
COMPACTED SUBGRADE
5' CONCRETE SIDEWALK (TYP.)

PRELIMINARY PLAT FOR FREER TOWNHOMES SUBDIVISION
A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 32 TOWNSHIP 4 NORTH, RANGE 2 EAST, BOISE MERIDIAN
ADA COUNTY, IDAHO
2020

ALAMOSA ST.
CUSHING SUB.
QUINCE COVE SUB.
ALAMOSA SUB.
7C
6
5
4
3C

PLANT SCHEDULE

<table>
<thead>
<tr>
<th>COMMON NAME</th>
<th>SEASONAL NAME</th>
<th>TYPE</th>
<th>SIZE</th>
<th>CONTAINER</th>
<th>WATER ZONE</th>
<th>MATURE SIZE</th>
<th>QTY</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pecan Maple</td>
<td>Acer platanoides 'Crispum-Leaf' TM</td>
<td>2.5&quot; cal.</td>
<td>B&amp;B</td>
<td></td>
<td>3</td>
<td>45&quot;x45&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amur Blendberry</td>
<td>Rubus phoenicolasius 'Altema Brilliance'</td>
<td>2.5&quot; cal.</td>
<td>B&amp;B</td>
<td></td>
<td>3</td>
<td>26 x 26&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jack Ornamental Pear</td>
<td>Pyrus nivalis 'Jenkinson' TM</td>
<td>2.5&quot; cal.</td>
<td>B&amp;B</td>
<td></td>
<td>3</td>
<td>26 x 26&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dwarf Alberta Spruce</td>
<td>Picea glauca 'Conica'</td>
<td>3&quot; pot</td>
<td>B&amp;B</td>
<td></td>
<td></td>
<td>5&quot;x5&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dwarf White Pine</td>
<td>Pinus strobus 'Alpenglow'</td>
<td>3&quot; pot</td>
<td>B&amp;B</td>
<td></td>
<td></td>
<td>5&quot;x5&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baby Blue Spruce</td>
<td>Picea pungens 'Blue Star'</td>
<td>3&quot; pot</td>
<td>B&amp;B</td>
<td></td>
<td></td>
<td>5&quot;x5&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sky Pencil Japanese Holly</td>
<td>Ilex 'Sky Pencil'</td>
<td>3&quot; pot</td>
<td>B&amp;B</td>
<td></td>
<td></td>
<td>5&quot;x5&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blue Ice Ninebark</td>
<td>Physocarpus opulifolius 'Blue Ice'</td>
<td>3&quot; pot</td>
<td>B&amp;B</td>
<td></td>
<td></td>
<td>5&quot;x5&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fothergilla</td>
<td>Fothergilla major 'Blue Shadow'</td>
<td>3&quot; pot</td>
<td>B&amp;B</td>
<td></td>
<td></td>
<td>5&quot;x5&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hiba Inoue's False Aspen</td>
<td>Populus alba 'Inoue's False'</td>
<td>3&quot; pot</td>
<td>B&amp;B</td>
<td></td>
<td></td>
<td>5&quot;x5&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 gal.</td>
<td>3 gal.</td>
<td>3 gal.</td>
<td>3 gal.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MASTER LANDSCAPE MATERIALS SCHEDULE

<table>
<thead>
<tr>
<th>Key</th>
<th>Description</th>
<th>Material</th>
<th>Qty</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Privacy Fence, Cedar</td>
<td>20'</td>
<td>Location per plan</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Privacy Fence, Chain Link</td>
<td>20'</td>
<td>Location per plan</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Soft Rock, 12&quot; dia.</td>
<td>10</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Retaining Wall</td>
<td>10</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Landscape Boulders</td>
<td>10</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Tree Mitigation:</td>
<td>10</td>
<td>Notes</td>
<td></td>
</tr>
</tbody>
</table>

LANDSCAPE CALCULATIONS

LANDSCAPE SCREENS: Type D located on west property line, 100' of frontage. (10) trees shown (3) trees removed. (See #2) [X]

TREE MITIGATION: (15) trees total, existing caliper removed. (3) trees with 12" caliper within Ecological Service Area (ESA). (6) trees B (2.0") not each.
IT IS THE INTENT OF THESE DRAWINGS TO BE GUIDELINES FOR CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY QUESTIONS OR MEANINGS IN THE WORKING DRAWINGS AND SPECIFICATIONS. CONTRACTOR SHALL NOTIFY THE DESIGNER IN WRITING ON ANY ERRORS AND OMISSIONS WHICH MAY CAUSE CONSTRUCTION PROBLEMS.
The intent of these drawings is to serve as guidelines for construction. The contractor is responsible for determining any questions or meanings in the working drawings and specifications. The designer shall not be held liable for any errors and omissions which may cause construction problems.

General Conditions:

- Date:
- Drawn By:
- Project Address: 5/3/2020 8:08:51 PM
- Project #:
- Address: Boise, ID 83702

[Diagram of a triplex with labels A, B, C, and dimensions标注]
IT IS THE INTENT OF THESE DRAWINGS TO BE GUIDELINES FOR CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY QUESTIONS OR MEANINGS IN THE WORKING DRAWINGS AND SPECIFICATIONS. CONTRACTOR SHALL NOTIFY THE DESIGNER IN WRITING OF ANY ERRORS AND OMISSIONS WHICH MAY CAUSE CONSTRUCTION PROBLEMS.
7/28/2020

Boise Planning and Development Services
150 North Capitol Blvd.
Boise, ID 83702

RE: Freer Townhomes Subdivision Pre-Plat / PUD application

Dear Reviewer,

This detailed letter is for the Planned Unit Development and Pre-Plat application for the proposed Freer Townhomes Subdivision located at 5021 W. Alamosa St. The project will be on a 0.65-acre lot in Boise, Idaho Parcel # R0306000322. There are four new proposed residential structures. One new single-family house and three new townhomes. One existing residential house will be retained. A second existing house will be removed. There will be 5 residential lots and 2 common lots for a total of 7 lots. The building materials such as roofing, siding, and finish materials will contain styles and natural elements that fit the surroundings of the site.

The proposed site will have a common lot that contains the paved shared driveway and utilities. The driveway has been approved as a fire access route by Boise City Fire. Drainage from the houses and shared driveway will be retained onsite within storm water swales located on the east edge of the property and swales within planter beds. The second common lot located between the townhomes and the Greenbelt will contain the habitat areas located within the floodplain. Each new house and townhome contains a single car garage for resident parking. Additional parking will be located on the driveways plus four parking stalls for use by residents or guests onsite within the shared driveway. A paved parking area will also be installed for the existing residential house that will remain onsite. A 5-foot sidewalk will be installed on the property along Alamosa Street and down the proposed shared driveway for pedestrian use.

The proposed house will be a single-story structure. Two of the proposed townhomes will be two stories and the third townhome will contain a third story penthouse room. The proposed townhomes will have a maximum height of 31.5 feet.

The portion of the parcel located within the floodplain and floodway have been delineated as class A and Class C lands. Class A habitat occupies much of the floodplain with 0.12 acres (5,226 SF) of area. The Class A habitat is delineated as natural wetlands. Class C habitat boundaries total .02 Acres (1004 SF). Small portions of the proposed buildings will impact the Class A (120 sf) and Class C (415 SF) lands however no impact is anticipated for the floodway and existing trees will not be removed within the floodplain. The proposed development also does not impact the 6500 CFS Boise River flowline and the structures are located outside the 6500 CFS setback. A ditch flowing water from the Boise Valley Canal is located near the south edge of the property. There are existing water and sanitary services at the project site. For this project, a new sewer main and water line will service the proposed structures on site and connect to existing facilities on Alamosa Street. A Boise River System and Floodplain Review Application will also be submitted for this project.
See attached Site Plan and Landscaping plan for structure locations, existing conditions, and proposed improvements.

Thank you for your attention to this application. If you have any questions or comments, please call me at (208) 323-2288.

Sincerely,
T-O Engineers

[Signature]
David Sterling, P.E.
1. Neighborhood Meeting Held (Date):
03/12/20

2. Neighborhood Association:
Veterans Park

3. Comprehensive Planning Area:
North/East Ends

4. This application is a request to construct, add or change the use of the property as follows:
Demolish 1 existing site property. Add 4 additional residential properties

5. Size of Property:
0.655 Acres

6. Water Issues:
   A. What are your fire flow requirements? (See International Fire Code):
      1500 gpm
   B. Number of hydrants (show location on site plan):
      Note: Any new hydrants/hydrant piping require Suez Water approval.
      Number of Existing: 1  Number of Proposed: 0
   C. Is the building "sprinklered"?  Yes  No
   D. What volume of water is available? (Contact SUEZ (208) 352-7354):
      1750 gpm

7. Existing uses and structures on the property are as follows:
   Residential Townhomes and house

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:
   N/A

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>N/A</td>
<td></td>
</tr>
<tr>
<td>South</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>East</td>
<td>Residential House</td>
<td>(R-1C) Single Family Resider</td>
</tr>
<tr>
<td>West</td>
<td>Residential House</td>
<td>(R-1C) Single Family Resider</td>
</tr>
</tbody>
</table>
10. Non-Residential Structures:

A. Number of Proposed non-residential structures: 

Square footage of proposed non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>0</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor</td>
<td>0</td>
</tr>
</tbody>
</table>

B. Maximum Proposed Height: 

C. Number of stories: 

D. Number of EXISTING non-residential structures to remain: 

Square footage of existing non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td>0</td>
</tr>
<tr>
<td>2nd Floor</td>
<td>0</td>
</tr>
<tr>
<td>3rd Floor</td>
<td>0</td>
</tr>
<tr>
<td>4th Floor</td>
<td>0</td>
</tr>
</tbody>
</table>

E. Existing Structure Height(s): 

F. Number of Stories: 

11. Residential Structures:

A. Number of Proposed residential units (if applicable): 

B. Size of Proposed residential structures (if applicable):

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Square Foot per Unit</th>
<th>Total Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Bedroom</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Two-Bedroom</td>
<td>4</td>
<td>1380</td>
</tr>
<tr>
<td>Three-Bedroom</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Number</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

C. Number of Existing units to remain: 

D. Maximum Proposed Structure Height(s): 

E. Number of Stories: 

A. Percentage of site devoted to building coverage: 22
B. Percentage of site devoted to landscaping: 46
C. Percentage of site devoted to paving: 24.6
D. Percentage of site devoted to other uses: 7.4
E. Describe other use: Concrete sidewalk, etc

13. Loading Facilities, if proposed (For Commercial uses only):
   Number: 0  Location: 
   Size: 
   Screening: 

14. Parking:
   A. Handicapped Spaces: 0   Handicapped Spaces: 0
   B. Parking Spaces: 0   Parking Spaces: 4
   C. Bicycle Spaces: 0   Bicycle Spaces: 0
   D. Proposed Compact Spaces: 0
   E. Restricted (assigned, garage, reserved spaces) parking spaces proposed: 0
   F. Are you proposing off-site parking? Yes  No  If yes, how many spaces? 4
   G. Are you requesting shared parking or a parking reduction? Yes  No  If yes, how many spaces? 0

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>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

16. Waivers Requested:
   A. Lot size: Yes  No  Description: Lot sizes range from 2208 - 3511
   B. Internal Setbacks: Yes  No  Description: 
   C. Frontage: Yes  No  Description: 
17. Sidewalks:
   Proposed:  
   Adjacent:  

18. Amenities:
   Number: 0
   Description:

19. Density:
   Allowed Density: 8
   Proposed Density: 7.6

20. Building Exterior:
<table>
<thead>
<tr>
<th>Materials</th>
<th>Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof: n/a</td>
<td></td>
</tr>
<tr>
<td>Walls: n/a</td>
<td></td>
</tr>
<tr>
<td>Windows/Doors: n/a</td>
<td></td>
</tr>
<tr>
<td>Fascia, Trim etc.: n/a</td>
<td></td>
</tr>
</tbody>
</table>

   Onsite Storm Swales

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: 5

C. Proposed screening method:

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, the applicant must 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: __________________________
Property Information

Address

Street Number: 5021

Prefix: W

Street Name: ALAMOSA ST

Subdivision name: ALAMOSA SUB

Block: 0

Lot: 28

Section: 32

Township: 4

Range: 2

Zoning: R-1C

Parcel Number: R0306000322

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: David

Last Name: Sterling

Company: T-O Engineers

Address: 2471 S. Titanium Place

City: Meridian

State: ID

Zip: 83642

E-mail: dsterling@t-o-engineers.com

Phone Number: (208) 323-2288

Cell: Fax:

Agent/Representative Information

Role Type:

- Architect
- Land Developer
- Engineer
- Contractor
- Other

First Name: David

Last Name: Sterling

Company: T-O Engineers

Address: 2471 S. Titanium Place

City: Meridian

State: ID

Zip: 83642

E-mail: dsterling@t-o-engineers.com

Phone Number: (208) 323-2288

Cell: Fax:

Owner Information

Same as Applicant? No

Yes (If yes, leave this section blank)

First Name: Michael

Last Name: Freer

Company: SIRP LLC

Address: 703 N 14th East street

City: Mountain Home

State: ID

Zip: 83647

E-mail: smfreer1992@gmail.com

Phone Number: (928) 853-8935

Cell: Fax:
2. Proposed Subdivision/Condominium Name:
Freer Townhomes Subdivision
Note: Must be approved by the Ada County Surveyor.

3. Cross Reference Files:
Please list all previously approved or currently associated file(s):

4. Subdivision/Condominium Features:
Number of buildable lots/units: 4
Buildable lots/units per acre: 7.6
Number of common lots/units: 2
Zoning Classification: R-1C
Total acres in subdivision: 0.655

5. Building Program:
Number of Existing Buildings: 2
Number of Existing Buildings to Remain: 1
Type of Existing Buildings: Residential, Commercial, Industrial, Mixed Use
If Residential What Type? Single Family, Townhouse, Duplex, Multi-Family
Type of Proposed Buildings: Residential, Commercial, Industrial, Mixed Use
If Residential What Type? Single Family, Townhouse, Duplex, Multi-Family

6. Waivers or Modifications:
Are any waivers/modifications being requested from the Subdivision Ordinance? Yes, No
If yes, please include a detailed explanation in your letter.
An additional waiver.modification review fee must be paid at the time of submittal.

7. Private Streets:
Are private streets proposed? Yes, No
If yes, please provide justification in the letter of explanation.
An additional private street review fee must be paid at the time of submittal.
8. Public Streets:
Number of new public streets proposed: 

9. Floodways & Hillsides:
Is any portion of this property located in a Floodway or a 100-year Floodplain?

Yes  No

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 #112 Floodplain and/or #114 Hillside application and additional fee.

11. 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

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 PUD20-00034 & SUB20-00039
Applicant David Sterling / T-O Engineers
Property Address 5021 W Alamosa St

Public Hearing Date September 14, 2020
Heard by Planning and Zoning Commission

Analyst Nicolette Womack, Associate Planner
Reviewed By Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on: March 12, 2020
Radius notices mailed to properties within 300 feet on: August 28, 2020
Newspaper notification published on: August 28, 2020
Applicant posted notice on site on: August 27, 2020

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2. Land Use..........................................................................................................................2
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7. Analysis............................................................................................................................5
8. Approval Criteria...............................................................................................................9
9. Recommended Conditions of Approval.........................................................................10

Exhibits
Agency Comments
Public Testimony
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner</td>
</tr>
<tr>
<td>Architect/Representative</td>
</tr>
<tr>
<td>Location of Property</td>
</tr>
<tr>
<td>Size of Property</td>
</tr>
<tr>
<td>Zoning</td>
</tr>
<tr>
<td>Land Use Designation</td>
</tr>
<tr>
<td>Planning Area</td>
</tr>
<tr>
<td>Neighborhood Assoc./Contact</td>
</tr>
<tr>
<td>Procedure</td>
</tr>
</tbody>
</table>

Current Land Use
Two Single-Family Homes

Description of Applicant’s Request
The applicant requests a conditional use permit for planned residential development comprised of 5 single-family homes. Also included is a Preliminary Plat for a residential subdivision comprised of 5 buildable and 2 common lots.

2. Land Use

Description and Character of Surrounding Area
The area is mostly residential with a mix of product types including duplexes, attached townhomes and manufactured homes. Southwest of the site is the Boise River and Floodplain, Greenbelt, Suez and United Water Land. To the east are City of Boise Public Works facilities and to the south east are City of Boise Parks and Recreation facilities for the Willow Lane Athletic Complex. The project is 0.27 miles from the State and Collister Community Activity Center.

Adjacent Land Uses and Zoning

<table>
<thead>
<tr>
<th>North</th>
<th>Single-Family and Manufactured Homes / R-1C</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>United Water Land &amp; Boise River Greenbelt / A-1 (Open Land, Parks)</td>
</tr>
<tr>
<td>East</td>
<td>Single-Family Homes &amp; City of Boise Public Works facilities / R-1C</td>
</tr>
<tr>
<td>West</td>
<td>Single-Family Homes &amp; Suez Water Land / R-1C</td>
</tr>
</tbody>
</table>
Adjacent Community Activity Center Data *(Activity Center Almanac)*

Community Activity Centers are intended to meet the needs of a group of neighborhoods or the entire community (0.5-mile radius). The project is 0.27 miles from the State and Collister Community Activity Center. The data provided below can be used to assess to what degree the land use and design strategies specified in Blueprint Boise have been implemented within each Activity Center.

<table>
<thead>
<tr>
<th>Characteristics</th>
<th>State &amp; Collister Activity Center</th>
<th>Boise Citywide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>3,790</td>
<td>227,531</td>
</tr>
<tr>
<td>Median Age</td>
<td>39.4</td>
<td>37.1</td>
</tr>
<tr>
<td>Jobs</td>
<td>785</td>
<td>168,135</td>
</tr>
<tr>
<td>Housing Units</td>
<td>1,874</td>
<td>102,932</td>
</tr>
<tr>
<td>Housing Units/Acre</td>
<td>3.7</td>
<td>1.9</td>
</tr>
<tr>
<td>Bike Facilities</td>
<td>The Greenbelt Wylie Neighborhood Bike Route</td>
<td>227.34 miles of infrastructure</td>
</tr>
<tr>
<td>Transit</td>
<td>R9 State Street R9x State Street R44 Hwy 44 Express</td>
<td>VRT (18 routes)</td>
</tr>
</tbody>
</table>

**History of Previous Actions**

<table>
<thead>
<tr>
<th>Action</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZR18-00036</td>
<td>Parcel Consolidation - Approved</td>
</tr>
<tr>
<td>CFH20-00082 &amp; CFH20-00083</td>
<td>Associated River System and Floodplain Permit - Pending</td>
</tr>
</tbody>
</table>

**Special Considerations**

The property is located within the Floodplain and a portion of the Floodway of the Boise River. Class A and C habitats are also located on the property.

**3. Project Proposal**

**Structure(s) Design**

**Number and Proposed Use of Buildings**

1 Existing Single-Family Dwelling & 1 New Single-Family Dwelling  
3 New Attached Townhomes

**Number of Stories / Maximum Building Height**

Two / Under 35’ in height

**Fencing**

A 6-foot tall solid privacy fence will be located along the west property line. Fencing along the east property line is required to comply with the micro-path standards of the Development Code.

**PUD Required Open Space**

Over 100 square feet of open space is provided for each dwelling unit.
Setbacks
A condition of approval requires all perimeter setbacks be met. The interior setback reductions are noted by lot below:

**Lot 1: Existing Home**

<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 (east)</td>
<td>15’</td>
<td>3’**</td>
</tr>
<tr>
<td>Interior Sides</td>
<td>5’</td>
<td>5’</td>
</tr>
<tr>
<td>Street Side (along Alamosa St.)</td>
<td>15’</td>
<td>26’</td>
</tr>
<tr>
<td>Rear (west)</td>
<td>15’</td>
<td>12’*</td>
</tr>
</tbody>
</table>

* Existing structure to be retained
** Interior setback reduction. A condition of approval requires the proposed parking off Alamosa be removed and replaced with one parking space accessed from the shared driveway.

**Lot 2: New Detached Single-Family Home**

<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 (east)</td>
<td>15’</td>
<td>5’*</td>
</tr>
<tr>
<td>Interior Sides</td>
<td>5’</td>
<td>5’</td>
</tr>
<tr>
<td>Rear (west)</td>
<td>15’</td>
<td>15’**</td>
</tr>
</tbody>
</table>

* Interior setback reductions proposed.
** A condition of approval requires all perimeter setbacks be met; the site plan shall be revised to provide a rear setback of 15’.

**Lot 4-6: New Attached Townhomes**

<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 (north, private drive)</td>
<td>15’</td>
<td>15’</td>
</tr>
<tr>
<td>Interior Sides</td>
<td>5’</td>
<td>0’**</td>
</tr>
<tr>
<td>Perimeter Sides</td>
<td>5’</td>
<td>5’</td>
</tr>
<tr>
<td>Rear (south)</td>
<td>15’</td>
<td>0’***</td>
</tr>
</tbody>
</table>

* Interior setback reductions proposed.
** Interior setback abutting common lot. Development Code requires all Class A lands be preserved under single common ownership through a conservation easement or other method.

**Parking**
Single-Family homes are each required to provide two off-street parking spaces. As such a total of 10 parking spaces are required, the proposal exceed this by providing 13 parking spaces. Parking along the private road is prohibited due to the limited width of the road.
4. Development Code (Boise City Code Title 11)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-03-04.4</td>
<td>Subdivision Plat Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.7</td>
<td>Planned Unit Development Specific Procedures</td>
</tr>
<tr>
<td>11-04-03</td>
<td>General Purpose of Residential Districts</td>
</tr>
<tr>
<td>11-07-03</td>
<td>Off-Street Parking &amp; Loading Standards</td>
</tr>
<tr>
<td>11-07-06.5</td>
<td>Planned Unit Development Standards</td>
</tr>
<tr>
<td>11-09-03</td>
<td>Subdivision Design Standards</td>
</tr>
</tbody>
</table>

5. Comprehensive Plan (Blueprint Boise)

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Goals, Objectives &amp; Policies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 2: City Wide Visions and Policies</td>
<td>Goal CC1.1 Reduce Vehicle Miles Traveled</td>
</tr>
<tr>
<td></td>
<td>Goal NAC3.1 Infill Design Principles</td>
</tr>
<tr>
<td>Chapter 3: Community Structure and Design</td>
<td>Principle GDP-N.1 Connectivity</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-N.3 Mix of Housing Types</td>
</tr>
</tbody>
</table>

**Veteran’s Park Neighborhood Policy Guide (1999)**

- Residential Goal #1
- Housing #2
- Boise River Plan Goal #1

6. Transportation Data

At the time this report was finalized the Ada County Highway District had yet to comment. The project will need to comply with ACHD requirements. Single-family homes are estimated to generate 9.44 vehicle trips per day and 1 additional vehicle trip per hour in the PM peak hour. This is based on the *Institute of Transportation Engineers Trip Generation Manual, 10th edition*. Alamosa Dr. is classified as a Local Street with 84’ of frontage. The average daily traffic count for Alamosa St. west of State St. was 867 on June 25, 2019. The PM Peak Traffic Count is 31 east bound and 61 west bound.

7. Analysis

The applicant is requesting a conditional use permit for a planned residential development comprised of 5 single-family homes located at 5021 W Alamosa St on 0.65 acres in a R-1C (Single Family Residential) zone. Also included is a Preliminary Plat for a residential subdivision comprised of 5 buildable and 2 common lots. The proposal includes one existing single-family home to remain. The other existing home will be demolished. The site is bordered by mostly residential with a mix of product types including duplexes, attached townhomes and manufactured homes. Southwest of the site is the Boise River and Floodplain, Greenbelt, Suez and United Water Land. To the east is City of Boise Public Works facilities and to the south east is City of Boise Parks and...
Recreation facilities for the Willow Lane Athletic Complex. The project is 0.27 miles from the State and Collister Community Activity Center.

**Planned Unit Development**

The proposal includes one existing home to remain, construction of a second single-family home and three attached townhomes. Site access will be provided by way of a 20' wide shared driveway with a hammer-head turnaround, which has been approved by the Boise City Fire Department. Due to the limited width of the shared driveway, on-street parking will be prohibited. Curb, gutter, and 5' sidewalk will be installed along Alamosa St. abutting the site. Curb, gutter and 5' sidewalk will line the west side of the shared driveway with a connection to the east. Sidewalk is not required along the east side of the shared driveway as the property abuts a City of Boise owned micro-path which connects the neighborhood to the Greenbelt. A condition of approval requires the fencing and landscaping along this property line comply with micro-path standards and include a sidewalk and gate for pedestrian connectivity to the pathway. Two off-street parking spaces are required for each new single-family home, a total of 10 parking spaces are required, the proposal exceed this by providing 13 parking spaces.

The site is large enough to accommodate the 5 single-family homes on the property, which is within the allowed density of the R-1C zone (8 dwelling units/acre). The planned
unit development is requesting waivers to the dimensional standards and has proposed some reduced interior setbacks as noted in the previous setback tables. Conditions of approval require the parking for Lot 1 off Alamosa be removed and replaced with one parking space accessed from the shared driveway. Conditions also require all perimeter setbacks be met and Lot 2 be revised to include a rear setback of 15’.

The PUD also includes reduced lot sizes ranging from 2,208 to 3,511 square feet and reduced lot widths of 23’ rather than the required 5,000 square feet and 50’ lot widths in the R-1C zone. A waiver from the street frontage requirements is also requested for Lots 2, and 4-6. The Planning Team is in support of these requests as they are interior to the development and create more useable building envelopes, without adversely impacting the adjacent properties. The development is under one acre in size, removing the requirement for amenities. However, each single-family home will have private rear yards exceeding the 100 square feet of open space requirement.

The townhomes facade is consistent with the Citywide Design Review Standards and Guidelines as it includes modulation, varying roof pitches, minimized garages and a variety of materials. A condition of approval requires the design of the new single-family home on Lot 2, be consistent with the mass, design and materials of the townhome elevations to ensure cohesive design.

**Connectivity**
The applicant has proposed a shared driveway for the development as the width of a public road would further restrict the useable building envelopes of the project. There are no opportunities to connect the proposed street to any other roadways. Although the south end of the property has frontage on Willow Lane, the roadway dead ends into the existing Greenbelt.
Tree Mitigation & Habitat
The existing conditions plan includes an assessment of the current tree canopy cover of the parcel. Any healthy desirable trees with a four-inch caliper or greater that are removed are required to be replaced with an equal replacement of total caliper inches lost. A total of 36 caliper inches are required to be mitigated. The proposal exceeds the requirement by providing a total of 37.5 caliper inches mitigated.

The project is also located within the Floodway and Floodplain of the Boise River. A condition of approval requires compliance with the conditions of these permits which includes removing all improvements from Class A identified lands and raising structures 2' above finished grade unless a Letter of Map Revision (LOMR) has been issued and in affect. Other conditions for these permits also require all disturbed areas be stabilized and revegetated immediately and the applicant submit a site restoration plan for approval by Public Works. A Hydraulic and Hydrology analysis along with a No-Rise Certification is also required to be submitted. This will ensure sensitive habitats are not disturbed. This is consistent with the recommendations of the Boise River Enhancement Network. The floodplain and river system permits are pending the Parks Commission review on September 17th.

Public Testimony
Comments were received from the Veterans Park Neighborhood Association and a few neighbors. Although they generally support the project, they have concerns with potential turning traffic, stormwater drainage, floodplain infill, wildlife displacement and building heights. In response to conflict concerns with shared driveway turning traffic and the micro-path the micro-path landscaping and fencing standards of the Development Code will ensure adequate sight lines are maintained. Regarding stormwater drainage, standard conditions of approval require all storm-water drainage be retained on site. The only stormwater which will be drained to the existing storm drain in the right of way, will be right of way storm water. The concerns regarding the amount of floodplain infill proposed will be addressed by the Floodplain and River System permits. The additional information required as conditions of approval within these permits will ensure these concerns are addressed. Regarding wildlife concerns all site work is limited to the subject property and will not impact wildlife within the Nesting Reserve south west of the site. Regarding concerns with the two-story building height, the majority of the structures mass is only 28' in height, with the central roofline reaching 32' in height. This is below the 35' height limit of the zone and closest to the greenbelt.

Summary
With the recommended conditions of approval, the Planning Team recommends approval of the project as it is in compliance with the Development Code and Comprehensive Plan as detailed in the approval criteria below.
8. Approval Criteria

Planned Unit Development (11-03-04.07(C7))

i. **The location is compatible to other uses in the general neighborhood;**

The project is compatible with the surrounding neighborhood. The site is bordered by mostly residential with a mix of product types including duplexes, attached townhomes and manufactured homes. Southwest of the site is the Boise River and Floodplain, Greenbelt, Suez and United Water Land. To the east is City of Boise Public Works facilities and to the south east is City of Boise Parks and Recreation facilities for the Willow Lane Athletic Complex. The project is 0.27 miles from the State and Collister Community Activity Center. The surrounding residential properties have a similar density as the proposed development and will have compatible or increased like- yard setbacks. Only internal setbacks, lot sizes, widths and frontage width reductions are included.

ii. **The proposed use will not place an undue burden on transportation and other public facilities in the vicinity;**

At the time this report was finalized the Ada County Highway District had yet to comment. The project will need to comply with ACHD requirements. 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. The 20’ wide shared driveway with a hammer-head turnaround, has been approved by the Boise City Fire Department. Due to the limited width of the shared driveway, on-street parking will be prohibited. A note on the face of the final plat is required noting the parking restriction and ‘No Parking’ signs shall be installed. Concerns regarding the potential number of trash cans stacking up in the narrow- shared driveway were received, as such a condition of approval requires each unit pay for carry-out service. As indicated in attached comments, no public agency has voiced opposition to the proposal. The standard conditions of each have been included as conditions of approval.

iii. **The site is large enough to accommodate the proposed use and all yards, open spaces, pathways, walls, fences, parking, loading, landscaping, and such other features as are required by this Code;**

The site is large enough to accommodate the use as 5 units are proposed and the property has a maximum density of 5 dwelling units within the R-1C zone. Adequate parking will be provided as a total of 10 parking spaces are required, the proposal exceed this by providing 13 parking spaces. With the condition of approval, the proposed development complies with or exceeds all exterior setback requirements of the R-1C zone. Over 100 square feet of open space is provided for each dwelling unit. Five-foot wide attached sidewalks, curb and gutter will be extended along...
iv. The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity;

The proposed development will not adversely affect other property in the vicinity, as the homes will comply with the height requirements of the R-1C zone and match or exceed all like-yards perimeter setbacks of the adjacent properties. While this development is indeed a change in use for the adjacent properties, the shared driveway will provide the only access to the homes and perimeter landscaping will buffer the adjacent properties. A condition of approval requires one Class II tree be added in the rear yard of Lot 1 to provide additional buffering. Completion of the River System and Floodplain permits will ensure no sensitive habitats are disturbed.

v. The proposed use is in compliance with the Comprehensive Plan.

The proposed development is in compliance with the Comprehensive Plan, as it is within close proximity of the designated State and Collister Community Activity Center and Goal NAC3.1 encourages residential infill that complements the scale and character of the surrounding neighborhood. Goal CC1.1 also encourages infill development in order to reduce vehicle miles traveled and avoid costly extensions of transportation infrastructure. The development will be within a short walk to the Greenbelt and the Willow Lane Athletic Complex. The proposed sidewalks extension along Alamosa St. and along the shared driveway connecting to the micro-path are consistent with Principle GDP-N.1 which calls for providing a continuous network of sidewalks to connect different areas of the neighborhood where sidewalks are absent or incomplete. Lastly, the single-family homes provide a variety of housing types and lot sizes in the neighborhood which helps avoid creating a large concentration of specific types of housing as called for by Principle GDP-N.3.

9. Recommended Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received July 30, 2020, except as expressly modified the following conditions:

2. Comply with the conditions of approval of CFH20-00082 & CFH20-00083.
3. The site plan shall be revised as follows:
   a. The proposed parking for Lot 1 off Alamosa shall be removed and replaced with one parking space accessed from the shared driveway.
   b. All perimeter setbacks shall be met, and Lot 2 shall be revised to include a rear setback of 15'.

4. The fencing and landscaping along the east property line shall comply with micro-path standards and include a gate for pedestrian connectivity to the pathway.

5. The design of the single-family home on Lot 2 shall be consistent with the mass, design and materials of the townhome elevations.

6. One Class II tree shall be added in the rear yard of Lot 1.

7. Each unit shall pay for Solid Waste Cart carry-out service.

Agency Requirements

8. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:
   a. Ada County Highway District;
   b. Boise School District (August 19, 2020);
   c. Idaho Department of Water Resources (August 12, 2020);
   d. Central District Health Department (August 19, 2020).

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. Drainage (August 20, 2020);
   b. Sewer (August 4, 2020);
   c. Sewer Irrigation (August 13, 2020);
   d. Solid Waste (August 10, 2020); and
   e. Street Lights (August 5, 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 comments received September 3, 2020. Any deviation from this plan is subject to Fire Department approval. For additional information, contact Ron Johnson at 208-570-6500.
11. The applicant shall comply with all requirements of the Boise City Building Department comments received **August 7, 2020**.

**Subdivision:**

12. The following notes shall be placed on the face of the Final Plat stating:

   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD20-00034, SUB19-00039, CFH20-00082 & CFH20-00083.

   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD20-00034, 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 is prohibited on the shared driveway and the emergency turnaround. These areas will be signed for “No Parking”.

   e. Lot 7 includes Class A lands and shall be preserved under single common ownership.

13. 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.

14. The name, **Freer Townhomes Subdivision**, is reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur 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.

15. 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).

16. A letter of acceptance for water service from the utility providing same is required (B.C.C. 11-09-04.3).

17. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

18. 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

19. A letter from the appropriate school district is required stating, "The Developer has made arrangements to comply with all requirements of the School District."

20. 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.

21. 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.
22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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

28. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

29. 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.

30. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

31. 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.

32. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

33. 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.

34. 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.

35. Utility services shall be installed underground.

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. 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.

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.
DATE: August 19, 2020

TO: PDSTransmittals@cityofboise.org

FROM: Lanette Daw, Supervisor, Traffic Safety and Transportation

RE: SUB20-00039 & PUD20-00034 – Freer Townhomes Subdivision

At the present time, the Developer and/or Owner have made arrangements to comply with all requirements of the Boise School District.

The schools currently assigned to the proposed project area are:

  Elementary School:  Taft
  Junior High School:  Hillside
  High School:        Boise

Comments Regarding Traffic Impact:  None

Comments Regarding Safe Routes to School Impact:  None

If you have any further questions, please feel free to contact this office.
Nicolette Womack

From: BVID C <bvidc1@gmail.com>
Sent: Tuesday, September 1, 2020 12:31 PM
To: Nicolette Womack
Subject: [External] Re: PUD20-00034 & SUB20-00039 5021 W Alamosa St

Nicolette,

Thank you for checking with us. This property is not serviced by us and we have no ditches or laterals running along or through this property.

Thank You,
Megan Aubrey
Office Manager
Boise Valley Irrigation Ditch Co.
8850 Horseshoe Bend Rd.
Boise, ID 83714
(208) 853-5288
bvidc1@gmail.com

On Mon, Aug 31, 2020 at 10:57 AM Nicolette Womack <nwomack@cityofboise.org> wrote:

Hello,

I wanted to reach out and see if your associated irrigation companies intend to comment on this application. We are hoping to package this report by Wednesday.

Thank you,

Nicolette Womack
Assoc. Planner, Current Planning & Subdivisions
Planning and Development Services
Office: 208-608-7090 | Fax: 208-384-3753
nwomack@cityofboise.org

Making Boise the most livable city in the country.
*City Hall is closed to the public until further notice. Email is my preferred form of communication, but I will still be taking phone calls or setting up Teams meetings on a scheduled basis.
1. We have No Objections to this Proposal.

2. We recommend Denial of this Proposal.

3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

4. We will require more data concerning soil conditions on this Proposal before we can comment.

5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:  
   - high seasonal ground water
   - bedrock from original grade
   - other

6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
   - central sewage
   - interim sewage
   - community sewage system
   - central water
   - individual sewage
   - central water
   - individual water

9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
   - central sewage
   - sewage dry lines
   - community sewage system
   - community 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
   - swimming pools or spas
   - child care center
   - beverage establishment
   - grocery store

13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.

14. 

Reviewed By:  

Date: 8/13/2022
September 2, 2020

Nicolette Womack
PDS - Current Planning

Re: PUD20-00034

Dear Nicolette,

This is a request for a Planned Unit Development to Demolish 1 existing site property and add 4 additional residential properties.

The Boise Fire Department has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the International Fire Code (IFC) as adopted and amended by Boise City Code.

Comments:

1. Fire hydrants, capable of producing the required fire flow, shall be located so that no part of the structure is more than 600-feet from the hydrant. (IFC 507.3, IFC B105.2, IFC C105).
2. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).
3. Dead-end fire apparatus access roads exceeding 150 feet (45,720 mm) in length shall be provided with an approved area for turning around fire apparatus. (IFC 503.2.5) Modified turn-around approved to avoid wetland encroachment. Sprinklers to be provided.
4. 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)
5. Monument signage for addressing will be required at the entrance and at all intersections within the project. (IFC 505.1)
6. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1)
7. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. (BCC 5-12-29, IFC 503.2.4)
8. 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)
9. Fire apparatus access roads shall not exceed 10 percent in grade. Nor shall access roadways exceed a 2 percent grade for the first 80 feet at the grade transition. Turnarounds shall not exceed 2 percent grade. (IFC D103.2, BCC 05-12-65)

10. For streets having a width less than 33 feet back of curb to back of curb parking shall be restricted on one side; for streets having a width less than 27 feet back of curb to back of curb parking shall be restricted on both sides. A note on the face of the final plat is required noting the parking restriction prior to signing of the final plat by the Boise City Engineer. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC. (BCC 5-12-32, IFC 503.8)

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and Boise City Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Todd Callahan
Interim Division Chief – Assistant Fire Marshal
Boise Fire Department
Todd,

I appreciate you working with us and taking your time to review the situation.

Thank you!

ERIC WEIMER, EI | Staff Engineer

Todd Callahan
Interim Division Chief
Assistant Fire Marshal
Boise Fire Department
Office: (208)570-6571
tcallahan@cityofboise.org

Making Boise the most livable city in the country.
Hi Todd,

Per our phone call today, see the email below and site plan attached.

Let me know if this plan is acceptable!

Thank you and have a great weekend.

ERIC WEIMER, EI | Staff Engineer

---

From: Eric Weimer
Sent: Friday, June 26, 2020 12:30 PM
To: Todd Callahan <tcallahan@cityofboise.org>
Subject: RE: [External] RE: Fire Access Turnaround

Hi Todd,

Yes, the client does plan to sprinkler the buildings.

An updated site plan with the modified dimensions is attached.

Without the fire turnaround, the driveway is about 170 feet long from the road to the back edge of pavement. Due to the 150' requirements, we put in the modified hammerhead. However, with the full turnaround incorporated, some wetland trees at the south side of the property would have to be removed due to the buildings getting pushed back. Any sort of reduction such as the one shown in the attached site plan, would help prevent impacting that area.

Let me know what you think. Give me a call next week if you would like to discuss further.

Thanks and have a good weekend,

ERIC WEIMER, EI | Staff Engineer

---

To: Todd Callahan

Hi Todd,

Per our phone call today, see the email below and site plan attached.

Let me know if this plan is acceptable!

Thank you and have a great weekend.

ERIC WEIMER, EI | Staff Engineer

---

From: Eric Weimer
Sent: Friday, June 26, 2020 12:30 PM
To: Todd Callahan <tcallahan@cityofboise.org>
Subject: RE: [External] RE: Fire Access Turnaround

Hi Todd,

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An updated site plan with the modified dimensions is attached.

Without the fire turnaround, the driveway is about 170 feet long from the road to the back edge of pavement. Due to the 150' requirements, we put in the modified hammerhead. However, with the full turnaround incorporated, some wetland trees at the south side of the property would have to be removed due to the buildings getting pushed back. Any sort of reduction such as the one shown in the attached site plan, would help prevent impacting that area.

Let me know what you think. Give me a call next week if you would like to discuss further.

Thanks and have a good weekend,
From: Todd Callahan <tcallahan@cityofboise.org>
Sent: Friday, June 26, 2020 11:49 AM
To: Eric Weimer <eweimer@to-engineers.com>
Subject: RE: [External] RE: Fire Access Turnaround

Eric:

Please show me the measurements of the turn-around. Also you could install sprinklers.

---

From: Eric Weimer <eweimer@to-engineers.com>
Sent: Tuesday, June 23, 2020 1:58 PM
To: Todd Callahan <tcallahan@cityofboise.org>
Subject: RE: [External] RE: Fire Access Turnaround

Hi Todd,

I have a question for you regarding this Alamosa project fire access layout. I have attached the site plan that you previously approved with the modified hammerhead fire turnaround incorporated.

The one problem that we are running into is that the turnaround layout results in our proposed townhouses getting pushed back into the floodplain and wetland area at the back of the site.

As you can see in the fire exhibit I have attached, shifting one of the hammerhead legs back 20 feet helps us reduce the impact into the floodplain and wetland area that the city would like us to protect. Do we have any options to modify the driveway layout for approval while also minimizing our impact into the floodplain?

Give me a call if you have any questions or would like to discuss this further.

Thank you!
Yes.

From: Weimer, Eric <eweimer@to-engineers.com>
Sent: Tuesday, March 17, 2020 12:22 PM
To: Todd Callahan <tcallahan@cityofboise.org>
Subject: [External] RE: Fire Access Turnaround

Hi Todd,

Thanks for the response!

This is in regards to the Fire Access turnaround dimensions I sent to Romeo on March 12th, correct?

Thanks,
Your alternative seems sufficient. No issues as I can see.

Sent from Mail for Windows 10

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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SUB20-00039

From: O'Shea, Maureen <Maureen.OShea@idwr.idaho.gov>
Sent: Wednesday, August 12, 2020 3:21 PM
To: PDSTransmittals <PDSTransmittals@cityofboise.org>
Cc: Cody Riddle <CRiddle@cityofboise.org>; Jason Taylor <JTaylor@cityofboise.org>
Subject: [External] re: Preliminary Subdivision Plat 5021 W ALAMOSA ST SUB20-00239

To Nicolette Womack,

In addition to the City’s Flood Damage Prevention Ordinance the following excerpts apply to this project.

Title 44 of the Code of Federal Regulations §60.3  Flood plain management criteria for flood-prone areas.
... Minimum standards for communities are as follows:
(a) ... the community shall:
   (2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334;
   (3) Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall
      (i) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy,
      (ii) be constructed with materials resistant to flood damage,
      (iii) be constructed by methods and practices that minimize flood damages, and
      (iv) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
   (4) Review subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a
subdivision proposal or other proposed new development is in a flood-prone area, any such proposals shall be reviewed to assure that

(i) all such proposals are consistent with the need to minimize flood damage within the flood-prone area,
(ii) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and
(iii) adequate drainage is provided to reduce exposure to flood hazards;

(5) Require within flood-prone areas new and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and

(6) Require within flood-prone areas

(i) new and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and
(ii) onsite waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

(b) ... the community shall:

(1) Require permits for all proposed construction and other developments including the placement of manufactured homes, within Zone A on the community's FHBM or FIRM;

(2) Require the application of the standards in paragraphs (a) (2), (3), (4), (5) and (6) of this section to development within Zone A on the community's FHBM or FIRM;

(5) Where base flood elevation data are utilized, within Zone A on the community's FHBM or FIRM:

(i) Obtain the elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures, and

(ii) Obtain, if the structure has been floodproofed in accordance with paragraph (c)(3)(ii) of this section, the elevation (in relation to mean sea level) to which the structure was floodproofed, and

(iii) Maintain a record of all such information with the official designated by the community under §59.22 (a)(9)(iii);

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to the Federal Insurance Administrator;

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained;

(c) ... the community shall:

(1) Require the standards of paragraph (b) of this section within all A1-30 zones, AE zones, A zones, AH zones, and AO zones, on the community’s FIRM;

(2) Require that all new construction and substantial improvements of residential structures within Zones A1-30, AE and AH zones on the community’s FIRM have the lowest floor (including basement) elevated to or above the base flood level, unless the community is granted an exception by the Federal Insurance Administrator for the allowance of basements in accordance with §60.6 (b) or (c);

(5) Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
(13) Notwithstanding any other provisions of §60.3, a community may approve certain development in Zones AI-30, AE, and AH, on the community’s FIRM which increase the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision, fulfills the requirements for such a revision as established under the provisions of §65.12, and receives the approval of the Federal Insurance Administrator.

(d) ... the community shall:
(1) Meet the requirements of paragraphs (c) (1) through (14) of this section;
(3) Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge;
(4) Notwithstanding any other provisions of §60.3, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of §65.12, and receives the approval of the Federal Insurance Administrator.

The proposed tree in the floodway requires a Hydrology & Hydraulic Analysis including No-Rise Certification for development in the floodway.
Thank you,
Maureen O’Shea, AICP, CFM
State NFIP Coordinator
Idaho Dept. of Water Resources
322 E. Front Street, PO Box 83720,
Boise, ID 83720-0098
Office # 208-287-4928
Cell # 208-830-4174
Maureen.OShea@idwr.idaho.gov
https://www.idwr.idaho.gov/floods/

From: ereview@cityofboise.org [mailto:ereview@cityofboise.org]
Sent: Tuesday, August 4, 2020 3:50 PM
To: O’Shea, Maureen <Maureen.OShea@idwr.idaho.gov>
Subject: Preliminary Subdivision Plat

Team Mail: Topic Attached to Project

**Project:** SUB20-00039
**Author:** Kathleen Collins
**Subject:** Preliminary Subdivision Plat
**Category:** x-ref PUD20-00034 This application will be heard by the Planning & Zoning Commission on 9/14/20. Please submit your comments by 8/28/20. A new Boise City Planning & Development Services application is available for your review. Please upload your comments into the “Agency Comments” folder or email them to PDSTransmittals@cityofboise.org. If you have trouble accessing ePlanReview you can view all drawings and documents on PDS online at: http://pds.cityofboise.org/permits (until August 17th, 2020) by using the case number in the subject heading of this email. On August 18th, 2020 we are going live with our new permitting system Accela Citizen Access (ACA) and the documents and drawings will need to be viewed here: http://permits.cityofboise.org/if you have questions or problems accessing this information, please email me at kcollins@cityofboise.org.

**Project:** SUB20-00039
This application will be heard by the Planning & Zoning Commission on 9/14/20. Please submit your comments by 8/28/20. A new Boise City Planning & Development Services application is available for your review. Please upload your comments into the “Agency Comments” folder or email them to PDSTransmittals@cityofboise.org. If you have trouble accessing ePlanReview you can view all drawings and documents on PDS online at: http://pds.cityofboise.org/permits (until August 17th, 2020) by using the case number in the subject heading of this email. On August 18th, 2020 we are going live with our new permitting system Accela Citizen Access (ACA) and the documents and drawings will need to be viewed here: http://permits.cityofboise.org/if you have questions or problems accessing this information, please email me at kcollins@cityofboise.org.

Please do not reply to this email. If you do not have access to the specified folder, please contact the Project Administrator.

Open SUB20-00039 | ePlanReview

Team Mail Project Topic

Planning & Development Services

City of Boise | 150 N. Capitol Blvd. | Boise, Idaho 83702 | (208) 608-7100 | www.cityofboise.org/pds
August 7, 2020

PDS Building Department Plan Review:

The subdivision **Preliminary plat SUB20-00039** has been reviewed and the existing structures on the property appear to be in non-compliance with proper required distance from the proposed property lines, thus a demolition permit or a permit to move structures must be applied for prior to any signoff from the building plan review division.

Jenny Nelson  
Plans Examiner II  
Planning and Development Services  
Office: (208)608-7109  
jjnelson@cityofboise.org

Making Boise the most livable city in the country.
To: Planning and Development Services

From: Melissa Jannusch, EIT
Associate Engineer
Public Works Engineering

Subject: SUB 20-00039 | Alamosa Subdivision
5021 W Alamosa St.
Grading & Drainage, Hillside, & Misc. Engineering Comments

1. STANDARD GRADING AND DRAINAGE CONDITIONS

1) Subdivision drainage shall be in accordance to B.C.C. 11-09-04-05. The developer shall submit a letter from the appropriate drainage entity approving the drainage system or accepting the drainage there from. A copy of the construction drawing(s) depicting all site drainage improvements shall be submitted with the letter.

a. Developer may either construct improvement prior to final platting or post bond in the amount of 110% of the estimated construction costs. Estimated construction costs shall be provided by the developer’s engineer.

b. For drainage facilities located outside of the public right-of-way, the developer shall dedicate a storm drainage easement. Said easement shall be labeled as either an Ada County Highway District storm drainage easement or a homeowners’ association storm drainage easement, depending on what entity will assume responsibility for the operation and maintenance of the storm drainage system.

c. If the homeowners’ association is to be responsible for the operation and maintenance of the storm drainage facilities, the covenants,
homeowners’ association by-laws or other similar deed restrictions shall be reviewed and approved by the Boise City Attorney.

2) If fills greater than one foot in depth are to be placed in subdivision lots inside of building envelopes, as defined by the applicable subdivision building setbacks, the Developer shall obtain a grading permit from the Boise City Building Department (Rough Grading Permit). Grading permit must be acquired prior to the start of construction or final plat signature by the Boise City Engineer, whichever comes first.

Special Conditions:

2. EROSION CONTROL CONDITIONS

1) Subdivision work shall be in accordance to B.C.C. 08-17 Construction site Erosion Control Ordinance. The developer shall obtain an Erosion Control Permit from the Boise City Building Department. The Erosion Control Permit must be acquired prior to the start of construction.

2) This project will require an Erosion Control Plan (ECP) or Stormwater Pollution Prevention Plan (SWPPP) to be submitted with the permit application. The plan must bear the signature and certification number of an individual who has successfully complete a Boise City approved training course.

Special Conditions:

3. STANDARD HILLSIDE CONDITIONS

NA

4. MISC. ENGINEERING CONDITIONS

1) A portion of the property is within the floodplain. Comply with Boise Floodplain Ordinance (B.C.C. 11-08).

5. PRIVATE STREET CONDITIONS

1) The following private street requirements must be met in an acceptable format:

   a. Convey to those lot owners taking access from the private street, the perpetual right of ingress and egress over the described private street, and

   b. Provide that such perpetual easement shall run with the land, and
c. Provide each lot owner taking access from the private street, undivided interest within the private street.

2) A restrictive covenant for maintenance and reconstruction shall be recorded at the time of recording the plat which covenant, (a) creates the formation of a homeowners association for the perpetual requirement for the maintenance/reconstruction of the private street, and private street signs and (b) provides that said covenant shall run with the land, and (c) provides that the homeowners association shall not be dissolved without the express consent of Boise City.

3) Said easement and covenant to be reviewed and approved by the Boise City Attorney (B.C.C. 9-20-7.E.2.q & 9-20-7.E.2.r).

4) Private street widths shall be in conformance with B.C.C. 11-09-03.5. or as allowed via B.C.C. 11-09-05. All private streets, base and pavement, shall be constructed to the same construction specifications required for public streets. Contact the Ada County Highway District (ACHD) for public street construction requirements (B.C.C. 11-09-03.5.B.).

a. Certification of construction to ACHD specifications is required from an independent testing laboratory or a consulting engineer, including test results for the verification of construction (B.C.C. 11-09-03.5.B.(2)(e)).

i. If it is an existing private street, verification of acceptable construction of the existing private street, including acceptability for use of emergency vehicles (including fire trucks and ambulances), is required from an independent testing laboratory or a registered Professional Engineer.

b. Sidewalks are required on both sides of the private street (or in compliance with the sidewalk plan approved with the conditional use) unless specifically waived by the Boise City Council.

c. Private street signs shall be installed in the same manner as public street signs (see requirements of ACHD).

d. The developer shall pay the current drainage review and inspection fees on the proposed subdivision (B.C.C. 11-03-03.3.B.).

e. Drainage facilities for the private street shall comply with Boise City’s Storm Water Management and Discharge Control Ordinance (B.C.C. 8-15). Plans shall be approved and construction inspected by Boise City Public Works.
i. Developer and/or owner may either construct prior to final platting or post bond/agreement in the amount of 110% of the estimated costs, including certification (B.C.C. 11-09-04.2., Filing of Plans and Bonding Surety).

Special Conditions:

If you have any further questions, please contact Melissa Jannusch

Melissa Jannusch, E.I.T.
Associate Engineer
Hillside Coordinator
Public Works Engineering
208-608-7168
mjannusch@cityofboise.org

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\Boise\pw\Common\PWA\Subjects\Review Comments\Subdivision Comments\Temp (uploaded comments)\Drainage Hillside Eng comments\Grading, Drainage, Hillside & Misc Comments - Subdivision.docx
Date: August 4, 2020

To: Planning and Development Services

From: Mike Sheppard P.E., Civil Engineer II
Public Works Department

Subject: PUD20-00034; 5021 W. Alamosa Street; Sewer Comments

Upon development of the property, connection to central sanitary sewer is required. Sewers are available in W. Alamosa Street.

Prior to granting of final sewer construction plan approval, all requirements by Boise City Planning and Development Services must be met.

If you have any further questions, please contact Mike Sheppard at 608-7504.
To: Planning and Development Services

From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department

Subject: SUB20-00039; 5021 W Alamosa St.; Sewer Irrigation Sub Comments

1. STANDARD IRRIGATION CONDITIONS

REV 5/1/14

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. Developer and/or owner shall make payment, 8” equivalent cost reimbursement, and comply with Boise City Code 8-11, *Sewer Ordinance*, on that portion of existing sewer line within the proposed subdivision prior to signing of the final plat by the Boise City Engineer. Contact the Department of Public Works for specific costs.

d. Unless previously paid, developer and/or owner shall pay a sewer assessment along W Alamosa St _______ and/or as may be approved by the Boise City Public Works Commission prior to signing of the final plat by the Boise City Engineer. Contact the Department of Public Works for specific costs.

e. Developer and/or owner shall comply with all provisions of the Boise City “Sewer Tap” Ordinances.
   1. Developer and/or owner may either construct prior to final platting or post bond/agreement in the amount of 110% of the estimated costs. Please contact the Public Works Department for specifications and inspections during construction.
NOTE: All bonding shall conform to B.C.C. 11-09-04.2., Required Improvements; Filing of Plans and Bonding Surety, which specifies that the improvements to be made shall be done in a time period not to exceed one year from the date of approval of the final plat.
City of Boise Solid Waste staff has reviewed the application for this project and has the following comment:

Lots 4, 5 and 6 (lots at the southern end of the property) must place their solid waste carts along the eastern curb of the main drive for servicing, or pay for carry-out service. The collection truck will not be able to directly access the curb space in front of these lots on service days.

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
TO: Planning and Development Services  
FROM: Evan Carpenter  
Environmental Analyst  
Public Works Department  
DATE: 8/10/2020  
RE: Solid Waste Comments – SUB20-00039

City of Boise Solid Waste staff has reviewed the application for this project and has the following comment:

Lots 4, 5 and 6 (lots at the southern end of the property) must place their solid waste carts along the eastern curb of the main drive for servicing, or pay for carry-out service. The collection truck will not be able to directly access the curb space in front of these lots on service days.

Please contact me with any questions at 208-608-7161 or ecarpenter@cityofboise.org.
Date: 5 August 2020

To: Planning and Development Services

From: Tom Marshall, Street Light Program Technician
Public Works Engineering

Subject: Street Light Comments
PUD20-00034: 5021 W Alamosa St.

No comment.

If you have any questions, contact Tom Marshall at 208-608-7526 or tmarshall@cityofboise.org.
To: Planning and Development Services
From: Tom Marshall, Street Light Program Technician
Public Works Engineering
Subject: Street Light Subdivision Comments
SUB20-00039: 5021 W Alamosa St:

No comments.

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:
f. If approval for bonding is granted by the Boise City Public Works Department, Developer may bond in the amount of 110% of the estimated street light costs. Street lights shall be installed within 90 days of the issuance of the first building permit in the development, if building permits are obtained prior to completion of street light improvements.

g. As per Idaho Power requirements the lights along following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement and shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings SD-1125 or SD-1126, and BC-SD-1127, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Street Light approved fixtures and materials on the City of Boise web page.

h. Developer, engineer, or electrical contractor shall submit a street light plan using the Boise City Street Light Design Check List to public works for approval. Once approved three copies are required.

i. All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

Special Conditions:

OR

City Only – Commercial/Industrial

a. 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. 11-03-03.3.B). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction, bonding, or payment into trust fund.

b. 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). For commercial or industrial subdivisions, said fees shall include costs for future inspections, electrical, and Ada County Highway District right-of-way permits.

c. 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.

d. 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 30-foot minimum mounting height, Class “B” LED fixture (see Street Light Approval Fixtures on the City of Boise website)

   i) Light Locations:
e. 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.

f. Street lights shall be installed within 90 days of the issuance of the first building permit in the development, if building permits are obtained prior to completion of street light improvements.

g. As per Idaho Power requirements the lights along following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement and shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings SD-1125 or SD-1126, and BC-SD-1127, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Street Light approved fixtures and materials on the City of Boise Web page.

h. Developer, Engineer, or Electrical Contractor shall submit a street light plan using the Boise City Street Light Design Check List to public works for approval. Once approved three copies are required.

i. All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

Special Conditions:

**OR**

**County 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. 11-03-03.3.B). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction, bonding or payment into a trust fund.

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:**
f. Provision shall be made for a Developer, Owner or Homeowners' Association to operate and maintain the street lights until annexation by the City of Boise, at which time the City of Boise will take over ownership, operation and maintenance.

g. If approval for bonding is granted by the Boise City Public Works Department, developer may bond in the amount of 110% of the estimated street light costs. Street lights shall be installed within 90 days of the issuance of the first building permit in the development, if building permits are obtained prior to completion of street light improvements.

h. As per Idaho Power requirements the lights along following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement and shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings SD-1125 or SD-1126, and BC-SD-1127, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Street Light approved fixtures and materials on the City of Boise web page.

i. Developer, engineer, or electrical contractor shall submit a street light plan using the Boise City Street Light Design Check List to public works for approval. Once approved three copies are required.

j. All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

Special Conditions:

OR

County Only – Commercial/Industrial/Area of Impact

a. 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. 11-03-03.3.B). Plans shall be reviewed and approved by the Boise City Public Works Department prior to commencement of construction, bonding, or payment into trust fund.

b. 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). For commercial or industrial subdivisions, said fees shall include costs for future inspections, electrical, and Ada County Highway District right-of-way permits.

c. 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.
d. 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 30-foot minimum mounting height, Class “B” LED fixture. See Street Light Approval Fixtures on the City of Boise website.
   
   ii) Light Locations

   e. 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.

   f. Street lights shall be installed within 90 days of the issuance of the first building permit in the development, if building permits are obtained prior to completion of street light improvements.

   g. As per Idaho Power requirements the lights along following street frontages must be installed on a metered service. Meter service cabinet location to be in the right of way or in a developer designated City Street Light Easement and shall meet the requirements of the Idaho Standards for Public Works Construction, Standard Drawings SD-1125 or SD-1126, and BC-SD-1127, and the Boise City Standard Revisions for ISPWC Division 1102 Street Lights. See Street Light approved fixtures and materials on the City of Boise Web page.

   h. Developer, Engineer, or Electrical Contractor shall submit a street light plan using the Boise City Street Light Design Check List to public works for approval. Once approved three copies are required.

   i. All electrical work must be completed by a licensed journeyman electrician, as per state code to include underground conduit, wire, pole base, light pole, fixture and meter cabinets. The electrician must be present at all inspections and all work shall be performed to the current National Electrical Code.

Special Conditions:

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.
Hi all,

I think the best case here is for each household to have their own separate set of carts rather than a shared dumpster. With only a few lots on this drive, they probably wouldn’t need a dumpster, and finding an accessible location might be difficult given the space constraints.

I think adding some "no parking" signs along the eastern end of the north-south drive would do the trick, maybe directly across from the east-west branch of the drive. Would 45' of space along the drive be possible?

If it would help, I can follow up with our Utility Billing Services team to mark these setout locations when the accounts are set up.

---

From: Karen Gallagher <KGallagher@cityofboise.org>
Sent: Tuesday, September 1, 2020 2:40 PM
To: Nicolette Womack <nwomack@cityofboise.org>; Zach Piepmeyer <zpiepmeyer@cityofboise.org>; Evan Carpenter <ecarpenter@cityofboise.org>
Subject: RE: PUD20-00034 & SUB20-00039 5021 W Alamosa St

Would you share Zach’s comments?

Regarding the garbage cans, how will the back three lots know to place their garbage cans along the eastern curb of the common driveway?

---

From: Nicolette Womack <nwomack@cityofboise.org>
Sent: Tuesday, September 1, 2020 2:19 PM
To: Karen Gallagher <KGallagher@cityofboise.org>; Zach Piepmeyer <zpiepmeyer@cityofboise.org>; Evan Carpenter <ecarpenter@cityofboise.org>
Subject: RE: PUD20-00034 & SUB20-00039 5021 W Alamosa St

Karen,
I’m not sure of space where the garbage receptacle could fit. I’ve included Evan Carpenter to confirm. We could condition they pay for carry-out service to avoid too many garbage cans in the road?

Zach, your help on the turning conflicts is much appreciated. Parks does not have any concerns with it, report due on the 3rd.

Thank you all!

Nicolette Womack  
Assoc. Planner, Current Planning & Subdivisions  
Planning and Development Services  
Office: 208-608-7090  Fax: 208-384-3753  
nwomack@cityofboise.org

Making Boise the most livable city in the country.

*City Hall is closed to the public until further notice. Email is my preferred form of communication, but I will still be taking phone calls or setting up Teams meetings on a scheduled basis.

From: Karen Gallagher <KGallagher@cityofboise.org>  
Sent: Tuesday, September 1, 2020 12:27 PM  
To: Nicolette Womack <nwomack@cityofboise.org>; Zach Piepmeyer <zpiepmeyer@cityofboise.org>  
Subject: RE: PUD20-00034 & SUB20-00039 5021 W Alamosa St

Nicolette, if you haven’t already, can you add a condition to have a single, shared garbage receptacle?

ZP, two questions for you on radius and ADA ramp. See map.

Karen

From: Nicolette Womack <nwomack@cityofboise.org>  
Sent: Monday, August 31, 2020 3:43 PM  
To: Karen Gallagher <KGallagher@cityofboise.org>; Zach Piepmeyer <zpiepmeyer@cityofboise.org>  
Subject: PUD20-00034 & SUB20-00039 5021 W Alamosa St
Karen and Zach,

I received some concerns from VPNA on this project regarding the closeness of the shared driveway to the greenbelt micro-path to the east. The are concerned drivers pulling out of the neighborhood won’t see bicyclists and ped coming out of the micro-path. I was going to reach out to ACHD, would you suggest a second bulb out or stop sign?

Thank you,

Nicolette Womack  
Assoc. Planner, Current Planning & Subdivisions  
Planning and Development Services  
Office: 208-608-7090 | Fax: 208-384-3753  
nwomack@cityofboise.org

*City Hall is closed to the public until further notice. Email is my preferred form of communication, but I will still be taking phone calls or setting up Teams meetings on a scheduled basis.
TO: Fire Flow Reviewing Authority

DATE: June 26, 2020

SUBJECT: 5021 W. Almosa St.

COMMENTS:

Our records indicate the following water pressure and volume at: 5021 W. Almosa St.:

Flow of 1,750 gpm
At hydrant 3547 on the corner of Alamosa St. and Macondray St.

This information represents the water system under maximum-day conditions. The pressures and flows are subject to change, however, depending on system demand and changes in system operations. This document shall be attached to the architectural plan sets, both for "Fire Department reviewed" and "Construction Approved" sets. It is provided for uniformity in fire sprinkler design criteria.

If you have further questions or need information on the volume of water for a conditional use application or design review, please feel free to call.

Sincerely,

SUEZ
28 August 2020

Planning and Development Services
Boise City Hall, 2nd Floor
150 N. Capitol Boulevard
Boise, Idaho 83701-0500

Attention: PDSTransmittals@cityofboise.org

Subject: VPNA Comments on Proposed Freer Subdivision
PUD20-00034 and SUB20-00039
5021 Alamosa Street
Boise, Idaho

Planning and Zoning Commission:

This comment letter is in regard to the project at 5021 Alamosa Street, PUD20-00034 and SUB20-00039. Our Veterans Park Neighborhood Association (VPNA) board has reviewed the plan to demolish one of the two residential units on this property and to construct four new units, for a total of five residential units. While we generally accept the project as designed, residents of the Veterans Park Neighborhood Association (VPNA) have some concerns that we want to see this project address, and we are hoping to work with Planning and Zoning and the developer to address these issues. Some of our Board Members attended the neighborhood meeting held on March 12, 2020, and we are happy to note that some concerns residents raised in that meeting appear to be addressed in the submittal documents we reviewed.

This letter presents our concerns with the proposed development in the following categories, addressed individually in more detail below: turning traffic, stormwater drainage, floodplain infill, wildlife concerns, building height, and public notification.

**Turning Traffic**
The access road/driveway for the proposed subdivision parallels the public Greenbelt access multi-use pathway (MUP) connecting Alamosa Street to the Greenbelt. The proposed driveway is 20 feet wide, and is separated from the existing 8 foot wide MUP by an approximately 8 foot wide vegetated buffer strip. This MUP is a high-use corridor for bicyclists and pedestrians entering the neighborhood from the Greenbelt, and it is frequently used by children to access the nearby neighborhood park, Willow Park. During the neighborhood meeting, residents expressed concern with potential conflicts between subdivision traffic and vulnerable road users at the subdivision exit. We see and appreciate that the developer has incorporated a vision triangle with reduced vegetation height in their landscaping plan to help drivers exiting the subdivision be aware of users on the MUP. However, VPNA also requests that additional pro-active traffic calming measures be installed at the subdivision exit to help prevent potential collisions. Currently, the proposed design for a 20-foot wide roadway with additional width
provided in driveway radiiuses to exit onto Alamosa street encourages high-speed travel. We assume that the roadway width is dictated by code for emergency vehicle access, but we request that the driveway radius distances be reduced or removed to encourage cars to come to a complete stop prior to turning onto Alamosa. Additional design measures to reduce traffic speed at this location such as installation of speed bumps may also be appropriate.

**Stormwater Drainage**
From our review of the plans submitted, it does not appear that the developer has incorporated any on-site stormwater retention capacity associated with this subdivision. During the neighborhood meeting, the developer’s representative indicated that stormwater would most likely flow to the storm drain located at the head of the MUP adjacent to the site. However, this stormdrain consistently floods during storm events under current conditions, as was brought to the developer’s representative’s attention. The development plans submitted call for a high percentage of hardscape – from a cursory visual inspection of the landscape plan we estimate that asphalt, concrete, and building footprint approach 80% of the newly developed portion of the property with no apparent mechanism provided to account for the accompanying increase in stormwater drainage. The VPNA is concerned that this could exacerbate flooding at the nearby storm drain, and potentially impede traffic travelling on Alamosa Street as well as access to the Greenbelt access MUP.

**Floodplain Infill**
The site plans identify an “Effective Floodplain” boundary, and show that the proposed development will include infill of up to 13 feet into the “Effective Floodplain,” at which point a retaining wall will be built to end floodplain infill. However, these buildings project up to approximately 32 feet past the topographical high point, which acts as an informal levee, and beyond which the relatively flat land slopes quickly down to the lower lying floodplain. In recent years, we have had flooding beyond this levee within the Heron Hollow neighborhood of the VPNA, and the 100-year flood plain goes well beyond this levee, incorporating Alamosa street, as well as portions of Wymosa Street and Wylie Lane. All fill associated with this project is within the 100-year flood plain, and we are concerned that significant infill of more than 30 feet of flood plain from the topographical high point will increase the flood potential at nearby residences and properties.

**Wildlife Concerns**
Neighborhood residents have raised concerns on two points associated with wildlife. 1) The unmaintained portion of the property within the lower elevation floodplain serves as a wildlife corridor in which deer, fox, rabbits, turkeys, ducks, and numerous other bird and wildlife species have been observed. Residents noted that any development should not include fencing that could impede wildlife travelling through this area from east to west. From our review of the currently proposed plans, it does not appear that this development will include such fencing. 2) There is a Nesting Reserve running from the Greenbelt to the Boise River immediately southwest of this property. Residents would like to ensure that planning and zoning review any restrictions that may be associated with development in the vicinity of this reserve to confirm that this development does not impact wildlife use of the reserve.

**Building Height**
VPNA was not able to access an electronic copy of special use restrictions associated with the Greenbelt River System Overlay District. However, we request that planning and zoning review these restrictions and confirm that the development is in accordance with them. The Greenbelt MUP bordering the site to
the east is a micropath accessing the Greenbelt. As previously stated, the path is approximately 8 feet from the proposed townhome wall. The proposed townhome height is 27.5 feet immediately adjacent to the path, with a maximum height of 31.5 feet.

Public Notification
Residents who attended the neighborhood meeting and provided their contact information for future notifications were not notified of the document submittal, the comment submission deadline, or the date of the planning and zoning meeting.

Thank you for your consideration. As mentioned, while we are generally supportive of the project, we do have some concerns we would like to see addressed.

Please do not hesitate to contact the VPNA board to discuss the contents of this comment letter.

Sincerely yours,
VETERANS PARK NEIGHBORHOOD ASSOCIATION

Katy Decker
Vice President, VPNA
5001 W Wymosa Street
Boise, ID 83703
katymariedecker@gmail.com
### REVIEW DOCUMENTATION FORM

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<table>
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<tr>
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<td>Page</td>
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#### References

- 9.A.1.a Packet Pg. 380
- Attachment: CC_Project Report October 20, 2020_SUB20-00039 (Freer Townhomes Subdivision)
Dear Chairperson Stead and Fellow Commissioners:

Thank you for this opportunity allowing the Boise River Enhancement Network to comment on the proposed project before your review.

For those unfamiliar with us, we are a 501(c)(3) non-profit organization that advises and educates local governments and their public; mobilizes volunteers to care for the river and its floodplain; and provides opportunities for those who are most knowledgeable in the fields of engineering and the natural sciences to offer their professional services to public and private land owners.

Our recent work includes cooperating in the removal of weedy shrubs and trees from Barber Park, preparing conceptual plans for the proposed Middleton River Park, and planting native vegetation at the Hyatt Hidden Reserve wetland.

Perhaps our most important contribution to the public is the Boise River Enhancement Plan (2015), a professionally prepared publication describing - with meticulously researched narrative and graphics based on current science - the needs of the river and actions required to maintain its health.

We are volunteers, citizen scientists, and natural resource professionals dedicated to ensuring the Boise River remains a healthy, happy place for all to enjoy.
We have carefully reviewed all available documents from the City of Boise related to the proposed project and offer the following comments:

1. Project plans identified as “Sheet L1.0” - prepared and stamped by the landscape architect - state in a note to “Retain and protect existing wetland vegetation”. We wonder who will identify “wetland vegetation” and distinguish it from all other plants growing in the area.

We recommend either: (a) a qualified professional identify “wetland vegetation”, or (b) the note be amended to say “Retain and protect all existing vegetation with the exception of noxious weeds identified by a qualified professional. Install seed, cuttings, and/or container plants of native species to complement the existing riparian corridor.”

Those species and their planting rate should be specified by the landscape architect and be in accord with the requirements and recommendations of the Boise River System Ordinance.

2. Project plans identified as “Sheet L2.0” and “Sheet C2.0” - prepared and stamped by the professional engineer - show the placement of a retaining wall and backfill encroaching on the demarcated FEMA-FIRM 100-year floodplain of the river, thereby placing this feature of the project within the requirements of the Boise River System Ordinance.

We recommend the footprint of the three planned structures to the south of the property be realigned to the north by several feet to avoid this encroachment as prescribed by the mitigation sequence (i.e. avoid, minimize, repair and restore, and lastly compensate for unavoidable adverse impacts) described in the Boise River System Ordinance. If not, a mitigation plan should be prepared by the applicant as required by the ordinance.

Thank you for the work you do in the public interest as dedicated professional and offering your knowledge, skills, and abilities to make Boise “the most livable city in the county”.

Sincerely,
Boise River Enhancement Network, Inc. by

Robert B. Tiedemann, Ph.D.
Vice-Chairperson
Boise River Enhancement Network, Inc.
Certified Professional Wetland Scientist - Society of Wetland Scientists No. 0000702
Certified Wetland Delineator - US Army Corps of Engineers April 15, 1994
Certified Fisheries Scientist - American Fisheries Society No. 1,717
Certified Wildlife Biologist - The Wildlife Society December 10, 1986
Attn Nicolette Womack
5097 w. Alamosa
Sewer in street.
Attn. NICOLETTE WOMACK
VA outfall
In front of bike path. They both connect.
Attn. Nicolette Womack
Pile of trees on property 5021 w. Alamosa st.
Attn. Nicolette Womack
Rest of pile of trees on 5021 w. Alamosa st.
I am writing about the planned development of 4 new townhouses on Alamosa St at 5021 Alamosa St Boise ID 83703.

Driveway and Greenbelt access pathway traffic conflicts:

I am most concerned about cars exiting the driveway too quickly in an unsafe manner right next to the greenbelt access path. Bikes go into and out of that path entry 100s of times a day and if a car is turning onto Alamosa from the driveway, it needs to stop and check for bikes coming from behind the driver. If the driveway could end with a fairly intrusive bulb out to make sure the exiting cars don’t take that corner at speed, it would be much safer for kids and adults on bikes.

I am also worried about how high the buildings will be right up against the greenbelt access path. Right now, no building within 10 or 12 feet of the path is greater than 1 story tall (I'm guessing ~12 feet). The elevation view shows these buildings to be 27.4' tall about 10 ft from the path. That will be a very imposing structure and block the light. Snow will take a lot longer to melt and maybe make that pathway (which has a slight up and downhill section right there) more likely to ice over. I think it would be much better for the neighborhood to have that end unit only be 1 story tall to ease the person standing on the path into viewing such a large, monolithic edifice.

My last concern is how the planned townhouses will pave over the wetlands behind them. The drawings show them impacting the 'Floodplain,' but the wetlands go quite a few feet further north than that "effective floodplain." There are
ducks and deer that play in the little pond that forms there. Reducing the width of the river flow path will increase its elevation upstream, worsening flooding upstream.

I am not opposed to this development, but I think a few small changes will make it match the character of the surrounding houses and make it safe for people on bikes accessing the greenbelt.

Thank you for taking my points into consideration,

Valentin Decker
From: PDSTransmittals
Sent: Monday, August 31, 2020 2:28 PM
To: Nicolette Womack
Subject: FW: [External] SUB20-00039 - please don’t fill in the wetlands and obstruct any of the animal corridor

Suezann Yorita
PDS Receptionist
Planning and Development Services
Office: (208)608-7100
syorita@cityofboise.org
Making Boise the most livable city in the country.

From: Lisa Giacumo <lgiacumo@gmail.com>
Sent: Monday, August 31, 2020 2:23 PM
To: PDSTransmittals <PDSTransmittals@cityofboise.org>
Subject: [External] SUB20-00039 - please don’t fill in the wetlands and obstruct any of the animal corridor

Dear Sir/Madam,

I am a resident of the Veterans Park Neighborhood and live on a street adjacent to project SUB20-00039. Please don’t fill in the wetlands and obstruct any of the animal corridor. I value the community and natural setting as well as the ecosystem in existence. I do not want to see anyone damage any part of it. This project would damage some animal habitat.

With great respect,

Lisa

--

-Lisa A. Giacumo

She/Her Why I share my pronouns
Too positive to be doubtful, too optimistic to be fearful, and too determined to be defeated. ~unknown

Before you act, listen.
Before you react, think.
Before you criticize, wait.
Before you give up, forgive.
Before you quit, try.
~Ernest Hemingway

Surround yourself with people who are going to lift you higher. ~unknown

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of a planned unit development and a preliminary plat to allow for the development of 5 residential lots and 2 common lots on 0.7 acres. One existing home is proposed to remain.

   The site is zoned R-1C (Single Family Residential, Urban) and the applicant’s proposal is consistent with the City of Boise’s comprehensive plan which calls for Suburban Residential in this area.

2. **Description of Adjacent Surrounding Area:**

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<thead>
<tr>
<th>Direction</th>
<th>Land Use</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Single Family Residential, Urban</td>
<td>R-1</td>
</tr>
<tr>
<td>South</td>
<td>Open Lands, Park</td>
<td>A-1</td>
</tr>
<tr>
<td>East</td>
<td>Single Family Residential, Urban</td>
<td>R-1C</td>
</tr>
<tr>
<td>West</td>
<td>Single Family Residential, Urban</td>
<td>R-1</td>
</tr>
</tbody>
</table>

3. **Site History:** ACHD has not previously reviewed this site for a development application.

4. **Transit:** Transit services are available to serve this site, via routes 9 and 44.

5. **New Center Lane Miles:** The proposed development includes 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 CIP to be widened to 7-lanes from Pierce Park to 36th Street between 2026 and 2030.

8. Roadways to Bikeways Master Plan: ACHD’s Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

   The BMP identifies Alamosa Street as a Level 1 facility.

B. Traffic Findings for Consideration

1. Trip Generation: This development is estimated to generate 20 additional vehicle trips per day (19 existing); and this development is not estimated to generate any additional vehicle trips per hour in the PM peak hour (2 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>
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</thead>
<tbody>
<tr>
<td>Alamosa Street</td>
<td>85-feet</td>
<td>Local</td>
<td>61</td>
</tr>
</tbody>
</table>

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 Alamosa Street west of State Street was 867 on June 25, 2019.

C. Findings for Consideration

1. Alamosa Street
   a. Existing Conditions: Alamosa Street is improved with 2-travel lanes, 26 to 31-feet of pavement and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Alamosa Street (29-feet from centerline).
   
   b. Policy:
      - Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

      - Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).
Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District’s Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Half Street Policy: District Policy 7207.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 5-feet), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

c. Applicant’s Proposal: The applicant is proposing to improve Alamosa Street with vertical curb, gutter and 5-foot wide concrete sidewalk to tie into the existing improvements west of the site.

d. Staff Comments/Recommendations: Alamosa Street is constructed as ½ of a 36-foot street section with vertical curb, gutter, a drainage swale and 5-foot wide concrete sidewalk on the neighboring parcel west of the site. Therefore, the applicant should be required to construct Alamosa Street as ½ of a 36-foot street section to include pavement widening, vertical curb, gutter, a drainage swale and concrete sidewalk abutting the site to tie into the existing improvements west of the site.

While roadside drainage swales are not the typical type of drainage facilities used on local roadways; they are allowed in some applications under certain conditions such as with high groundwater. Swales are an approved BMP (Best Management Practices) and allowed per policy in section 8200 of ACHD’s Policy manual.

Due to the anticipated high groundwater and other site restrictions in the area, staff recommends that roadside drainage swales be considered as an option to be constructed on Alamosa Street abutting the site. The applicant would be required to design and construct the...
roadside drainage swales with vertical curb meeting the requirements for the swales listed in the BMP.

The applicant should provide a permanent right-of-way easement for public sidewalks 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. If street trees are desired, then provide an 8-foot wide planter strip.

2. **Driveway**

2.1 **Alamosa Street**

a. **Existing Conditions:** There is an existing unimproved driveway from the site onto Alamosa Street located at the site’s east property line.

b. **Policy:**

   **Driveway Location Policy:** District policy 7207.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector or arterial street intersection.

   **Successive Driveways:** District Policy 7207.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

   **Driveway Width Policy:** District policy 7207.4.3 states that where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet and may be constructed as curb-cut type driveways.

   **Driveway Paving Policy:** Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

c. **Applicant’s Proposal:** The applicant is proposing to construct a 20-foot wide paved curb return type shared driveway from the site onto Alamosa Street located at the east property line.

   The applicant is proposing to construct a 12-foot wide paved driveway from the site onto Alamosa Street located at the west property line to provide parking for the home that is proposed to remain.

d. **Staff Comments/Recommendations:** The applicant’s proposal meets District policy and should be approved as proposed.

3. **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.

4. **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.

D. **Site Specific Conditions of Approval**
1. Construct Alamosa Street as ½ of a 36-foot street section to include pavement widening, vertical curb, gutter, a drainage swale and 5-foot wide concrete sidewalk abutting the site to tie into the existing improvements west of the site. Design and construct the roadside drainage swales with vertical curb meeting the requirements for the swales listed in the BMP.

2. Provide a permanent right-of-way easement for public sidewalks placed outside of the dedicated right-of-way on Alamosa Street abutting the site. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. If street trees are desired, then provide an 8-foot wide planter strip.

3. Construct a 20-foot wide paved curb return type shared driveway from the site onto Alamosa Street located at the east property line.

4. Construct a 12-foot wide paved driveway from the site onto Alamosa Street located at the west property line to provide parking for the home that is proposed to remain.

5. 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.

6. Payment of impact fees is due prior to issuance of a building permit.

7. Comply with all Standard Conditions of Approval.

E. **Standard Conditions of Approval**

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District’s Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District’s Utility Coordinator at 387-6258 (with file numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant’s authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines
SITE PLAN

PRELIMINARY DRAWING FOR:
FRER TOWNHOMES SUBDIVISION
CIVIL SITE PLAN

T-D ENGINEERS

Preliminary\final construction

Packet Pg. 398
Attachment: CC_Project Report_October 20, 2020_SUB20-00039 (Freer Townhomes Subdivision)
Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

**Notification to the Ada County UCC can be sent to:** 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.
Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD Planning Review Section will receive the development application to review
- The Planning Review Section will do one of the following:
  - Send a “No Review” letter to the applicant stating that there are no site specific conditions of approval at this time.
  - Write a Staff Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
  - Write a Commission Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For ALL development applications, including those receiving a “No Review” letter:
  - The applicant should submit one set of engineered plans directly to ACHD for review by the Development Review Section for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
  - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

- Driveway or Property Approach(s)
  - Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

- Working in the ACHD Right-of-Way
  - Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
    a) Traffic Control Plan
    b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- Sediment & Erosion Submittal
  - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

- Idaho Power Company
  - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

- Final Approval from Development Services is required prior to scheduling a Pre-Con.
Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

   a. Filing Fee: The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

   b. Initiation: An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

   c. Time to Reply: The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

   d. Notice of Hearing: Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager’s reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

   e. Action by Commission: Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.
TO: Mayor and City Council
FROM: Cody Riddle, Deputy Planning Director, Current Planning
PREPARED BY: Ethan Mansfield, Associate Planner
DATE: October 20, 2020

The applicant is requesting a rezone of 1.02 acres located at 1976 S Century Way from L-OD (Limited Office with Design Review) to M-1D (Light Industrial with Design Review).

Table of Contents
Page 2 Background, Summary, and Recommendation
Page 4 Action Letter from September 14, 2020 P&Z Hearing
Page 6 Project Report from September 14, 2020 P&Z Hearing

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through Boise’s Permitting and Licensing portal.
**Background & Summary**

On September 14, 2020, the Planning and Zoning Commission unanimously recommended approval of a rezone of approximately 1 acre located at 1976 S Century Way from L-OD (Limited Office with Design Review) to M-1D (Light Industrial with Design Review). The existing structure – an 11,320 SF flex industrial space – would remain unchanged. The applicant’s stated purpose for the rezone is to attract future tenants that are appropriate to the building and surrounding area (i.e. light industrial). The parcel’s Land Use is Industrial, all surrounding parcels are zoned M1-D, and all nearby uses are consistent with the M-1D zoning designation. The parcel’s current uses are allowed in the M-1D zone.

Maintaining the L-OD zoning designation would limit the parcel’s allowed uses to professional or medical office space, or personal services less than 1,000 SF in size. The Commission agreed that the existing building and surrounding development are simply not suited to these uses. The building is suited to house light industrial uses or uses where offices space is accessory to storage, warehousing, wholesale, or manufacturing uses.

The Commission found that the rezone was in compliance with the Comprehensive Plan which designates the site as “Industrial” on the Land Use Map. Blueprint Boise seeks to support the expansion of industrial uses in the Airport Planning Area (Goal AP-CCN 1.2) while limiting encroachment from non-industrial uses (Goal AP-CCN 1.3) in order to support the current operation and expansion of the Boise Airport (Goal EC5.4, Principle GDP-AIA.2). Rezoning the parcel to M-1D will also mitigate future negative impacts that may arise from an office use locating adjacent to more intense industrial development (Principle GDP-C/E.4).

The Commission recognized that the proposed M-1D zoning preserves compatibility of the surrounding development by bringing one of the last remaining areas of an established industrial park that does not carry an industrial zoning designation into conformance with the surrounding zoning and land use. The existing L-OD zoning is less compatible with the surrounding area than the M-1D zone proposed to replace it.

Because the parcel is located in an area surrounded by similar industrial uses that will redevelop only into other industrial uses, the Commission found that the proposed rezone did not require a Development Agreement to maintain compatibility with the surrounding industrial park. A Design Review overlay will ensure that the design of the new use is consistent with the goals and objectives of the City should the building redevelop.

**Recommendation**

As the requested rezone received no public opposition and was met with favor from all commenting agencies, it was placed on the consent agenda, where the Commission unanimously recommended approval with the following reason statement:

The project complies with Boise City Code Section 11-03-04.3 (Rezone). The rezone of the parcel from L-OD to M-1D is in compliance with the Comprehensive Plan, which designates the site as “Industrial” on the Land Use Map. Rezoning this parcel to M-1D is supported by Blueprint Boise, which seeks to support the expansion of industrial uses in
the Airport Planning Area (Goal AP-CCN 1.2) while limiting encroachment from nonindustrial uses (Goal AP-CCN 1.3) in order to support the current operation and expansion of the Boise Airport (Goal EC5.4, Principle GDP-AIA.2). The rezone of the property will be in the best interest of the public convenience and general welfare as the M-1D zoning district ensures that the expectations of the parcel’s users – both patrons and proprietors – meet the reality of the parcel’s potential uses. Aligning expectations with the parcel’s development potential will enhance public convenience and general welfare. Finally, the proposed M-1D zoning district enhances compatibility of the surrounding zoning and development by bringing one of the last remaining areas of an established industrial park that does not carry an industrial zoning district into better alignment with the surrounding zoning and land use.
September 16, 2020

Mick Berger
Communications Associates
132 SW 5th Ave, Ste 100
Meridian, ID 83642
mickberger@q.com

Re: CAR20-00010 / 1976 S Century Way

Dear Applicant:

This letter is to inform you of the action taken by the Boise City Planning and Zoning Commission on your request for a rezone of 1.02 acres from L-OD (Limited Office with Design Review) to M-1D (Light Industrial with Design Review).

The Boise City Planning and Zoning Commission, at their meeting on September 14, 2020, 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) 608-7134 or emansfield@cityofboise.org.

Sincerely,

Ethan Mansfield
Associate Planner, Current Planning and Subdivisions
Boise City Planning and Development Services

EM/mh
cc: Lori Bennett / Intermountain Communications of Southern Idaho Inc / lori@intermountaincomm.com
Earl Henrichs / South Cole Neighborhood Association / earl@spyke.com
REASON FOR THE DECISION

The project complies with Boise City Code Section 11-03-04.3 (Rezone). The rezone of the parcel from L-OD to M-1D is in compliance with the Comprehensive Plan, which designates the site as “Industrial” on the Land Use Map. Rezoning this parcel to M-1D is supported by Blueprint Boise, which seeks to support the expansion of industrial uses in the Airport Planning Area (Goal AP-CCN 1.2) while limiting encroachment from nonindustrial uses (Goal AP-CCN 1.3) in order to support the current operation and expansion of the Boise Airport (Goal EC5.4, Principle GDP-AIA.2). The rezone of the property will be in the best interest of the public convenience and general welfare as the M-1D zoning district ensures that the expectations of the parcel’s users – both patrons and proprietors – meet the reality of the parcel’s potential uses. Aligning expectations with the parcel’s development potential will enhance public convenience and general welfare. Finally, the proposed M-1D zoning district enhances compatibility of the surrounding zoning and development by bringing one of the last remaining areas of an established industrial park that does not carry an industrial zoning district into better alignment with the surrounding zoning and land use.
CAR20-00010 / Communications Associates, LLC

Summary
The applicant requests a rezone of 1.02 acres located at 1976 S Century Way from L-OD (Limited Office with Design Review) to M-1D (Light Industrial with Design Review).

Prepared By
Ethan Mansfield, Associate Planner

Recommendation
Approval

Reason for the Decision
The project complies with Boise City Code Section 11-03-04.3 (Rezone). The rezone of the parcel from L-OD to M-1D is in compliance with the Comprehensive Plan, which designates the site as “Industrial” on the Land Use Map. Rezoning this parcel to M-1D is supported by Blueprint Boise, which seeks to support the expansion of industrial uses in the Airport Planning Area (Goal AP-CCN 1.2) while limiting encroachment from non-industrial uses (Goal AP-CCN 1.3) in order to support the current operation and expansion of the Boise Airport (Goal EC5.4, Principle GDP-AIA.2). The rezone of the property will be in the best interest of the public convenience and general welfare as the M-1D zoning district ensures that the expectations of the parcel’s users – both patrons and proprietors – meet the reality of the parcel’s potential uses. Aligning expectations with the parcel’s development potential will enhance public convenience and general welfare. Finally, the proposed M-1D zoning district enhances compatibility of the surrounding zoning and development by bringing one of the last remaining areas of an established industrial park that does not carry an industrial zoning district into better alignment with the surrounding zoning and land use.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through the P&L Portal.
This proposed project is located at 1976 S Century Way, Boise, Idaho, parcel number R8048180650. The project is strictly a request to rezone the property to align with the surrounding area.

The property is currently zoned L-OD (Limited Office) but resides in zone M-1D (Light Industrial District.)

The property owner, Communications Associates, LLC, would like to rezone the property from L-OD to M-1D to align with the area to attract a wider range of potential renters. For the past 35 years, a long-term tenant leased the building and property but vacated the premises earlier this year. In the pursuit of finding a new tenant, we discovered that we were zoned differently from the surrounding businesses.

The request for rezoning this property is supported by the Vision for Boise City and the Seven Themes to Protect the Quality of Life, specifically #2 – A Predictable Development Pattern and #6 – A Strong, Diverse Economy. Because this property is developed and has been occupied, there are no new impacts to the utility, water, and community services such as the fire and police department. This supports Use and Expand Public Facilities and Services Efficiently. This property and rezone request is also supported by the Maintain and Enhance the City’s Primary Job Base Diversity, specifically Goal EC3.1: Support Existing Businesses and EC3.2 Protect Businesses from Encroachment. The area that the property is located in has an industrial district theme and the building and lot conform to the existing and adjacent structures. This property is in the Airport Overlay (B-1) area which supports/promotes industrial use. According to the planning area policies for the airport, goal AP-CCN 1 is “Promote compatible industrial and airport-related development.” And more pointedly, this request is supported by subsection AP-CCN 1.2: Compatible Development section (a) Accommodate a range of manufacturing and open-storage uses in industrial areas east, west, and south of the Boise Airport.

As stated earlier, this project is a request to rezone the property from L-OD to M-1D to align with the surrounding area. The established use for the area is light industrial (which is situated within the 173 acres of industrial land use in the Airport area) and this property conforms to the existing and adjacent structures. The best use for the established building and property is light industrial and does not require any construction or changes. There are no plans for construction as the property is already developed. The rezoning to M-1D will allow us to attract a wider range of potential renters which will be an attribute to the industrial area around us.
### Property Information

**Address**

- **Street Number:** 1976
- **Prefix:** S
- **Street Name:** CENTURY WAY
- **Subdivision name:** SOUTH COLE INDUSTRIAL PK NO 4
- **Block:** 0
- **Lot:** 26
- **Section:** 19
- **Township:** 3
- **Range:** 2
- **Zoning:** L-OD

**Parcel Number:** R8048180650

**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:** Mick
- **Last Name:** Berger
- **Company:** Communications Associates
- **Address:** 132 SW 5th Ave, Ste. 100
- **City:** Meridian
- **State:** ID
- **Zip:** 83642
- **E-mail:** mickberger@q.com
- **Phone Number:** (208) 587-7122
- **Cell:** (208) 599-1459

### Agent/Representative Information

- **Role Type:** Architect
- **First Name:** Lori
- **Last Name:** Bennett
- **Company:** Intermountain Communications of Southern Idaho Inc
- **Address:** 115 E 6TH S
- **City:** MOUNTAIN HOME
- **State:** ID
- **Zip:** 83647
- **E-mail:** loril@intermountaincomm.com
- **Phone Number:** (208) 587-7122
- **Cell:** (208) 599-2142
- **Fax:** (208) 587-8218

### Owner Information

- **Same as Applicant?** No

  (If yes, leave this section blank)

- **First Name:**
- **Last Name:**
- **Company:**
- **Address:**
- **City:**
- **State:**
- **Zip:**
- **E-mail:**
- **Phone Number:**
- **Cell:**
- **Fax:**
1. Neighborhood Meeting Held (Date):
   07/07/2020

2. Neighborhood Association:
   South Cole

3. Comprehensive Planning Area:
   Airport

4. This application is a request to construct, add or change the use of the property as follows:
   Rezone the property from L-0D to M-1D

5. Type of Request:
   - Rezone
   - Annexation & Rezone

6. Current Zone:
   L-0D

7. Requested Zone:
   M-1D

8. Size of Property:
   1.02 Acres

9. Existing uses and structures on the property are as follows:
   There is an 80'x 90' Metal Office/Warehouse Building with a large bay. There are parking spaces and shrubbery in front and a .38 acre paved back storage yard, completely enclosed by a fence.
10. Are there any existing land uses in the general area similar to the proposed use?
If so, describe them and give their locations:
The existing land uses in the general area that are similar to the proposed use are:
1. RMT Equipment - Agriculture and construction Equipment Supplier, 1898 Century Way
2. Edge Construction Supply - Construction Equipment Supplier, 2000 Century Way
3. Six States Distributors - Truck Parts Supplier, 2138 Century Way
4. Oxar Inc. - Welding Supply Store, 2076 Century Way

11. On what street(s) does the property have frontage?
5 Century Way

12. Adjacent property information:

<table>
<thead>
<tr>
<th>Uses</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>North: Ag &amp; Construct</td>
<td>(M-1D) Limited Industrial w/Design R</td>
</tr>
<tr>
<td>South: Construction Eq</td>
<td>(M-1D) Limited Industrial w/Design R</td>
</tr>
<tr>
<td>East: Truck Repair Shd</td>
<td>(M-1D) Limited Industrial w/Design R</td>
</tr>
<tr>
<td>West: Recycling Center</td>
<td>(M-1D) Limited Industrial w/Design R</td>
</tr>
</tbody>
</table>

13. Why are you requesting annexation into the City of Boise?
N/A

14. What use, building or structure is intended for the property?
The intended use for the property is to lease the building and property to a business that meets the requirements of light industrial use for this zone.

15. What changes have occurred in the area that justify the requested rezone?
The change that occurred in the area that justifies the request for rezone is that the tenant of 35 years vacated the property and we discovered in the process of re-leasing the property that this 1.02 acres is zoned differently than the surrounding area.

16. What Comprehensive Plan policies support your request?
The Comprehensive Plan policy that supports our request is Goal AP-CCN 1: Promote compatible industrial and airport-related development, specifically AP-CCN 1.2: COMPATIBLE DEVELOPMENT (a) Accommodate a range of manufacturing and open-storage uses in industrial areas east, west, and south of the Boise Airport.

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: [Signature]
Date: [Date]
Planning Division Project Report

File Number: CAR20-00010
Applicant: Mick Berger / Communications Associates, LLC
Property Address: 1976 S Century Way

Public Hearing Date: September 14, 2020
Heard by: Planning and Zoning Commission

Analyst: Ethan Mansfield, Associate Planner
Reviewed By: Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on: July 7, 2020
Radius notices mailed to properties within 500’ on: August 28, 2020
Newspaper notification published on: August 28, 2020
Applicant posted notice on site on: August 21, 2020

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3. Project Proposal................................................................................................................... 3
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6. Transportation Data............................................................................................................. 3
7. Analysis................................................................................................................................ 3
8. Approval Criteria.................................................................................................................. 5

Exhibits
Agency Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Property Owner</strong></td>
</tr>
<tr>
<td><strong>Representative</strong></td>
</tr>
<tr>
<td><strong>Location of Property</strong></td>
</tr>
<tr>
<td><strong>Size of Property</strong></td>
</tr>
<tr>
<td><strong>Current Zoning</strong></td>
</tr>
<tr>
<td><strong>Requested 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>

2. Land Use

**Description and Character of Surrounding Area**

The parcel is located within an industrial park that includes a mix of wholesaling, warehousing, contractor shops, and other light industrial uses. Across Cole Road to the west from the industrial park is Costco, surrounded by more light industrial uses. The area is within Airport Influence Area B, which supports the development of non-residential uses such as office and industrial uses. The parcel is located 1/4-mile southeast of the Boise Spectrum Community Activity Center.

**Adjacent Land Uses and Zoning**

<table>
<thead>
<tr>
<th>North</th>
<th>Contractor shop and associated yard / M-1D</th>
</tr>
</thead>
<tbody>
<tr>
<td>South</td>
<td>Construction supply shop / M-1D</td>
</tr>
<tr>
<td>East</td>
<td>Heavy truck repair and service facility / M1-D</td>
</tr>
<tr>
<td>West</td>
<td>Recycling facility, an indoor recreation facility lies to the northwest / M-1D</td>
</tr>
</tbody>
</table>

**History of Previous Actions**

CAR99-00039 | Annexation into the City of Boise with L-OD zoning-Approved
3. Project Proposal
The applicant proposes to rezone a roughly 1-acre parcel from L-OD to M-1D. No interior or exterior changes are proposed. The parcel is located in Airport Influence Area B.

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>11-04-04</td>
<td>Office Districts</td>
</tr>
<tr>
<td>11-04-06</td>
<td>Industrial Districts</td>
</tr>
<tr>
<td>11-06-01</td>
<td>Table of Allowed Uses</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: City Wide Visions and Policies</td>
<td>Goal EC3.1: Support Existing Businesses</td>
</tr>
<tr>
<td></td>
<td>Goal EC3.2: Protect Businesses from Encroachment</td>
</tr>
<tr>
<td></td>
<td>Goal EC5.4: Boise Air Terminal</td>
</tr>
<tr>
<td>Chapter 3: Community Structure and Design</td>
<td>Industrial Land Use</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-C/E.4: Relationship to Surrounding Development</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-AIA.2: Soundproofing and Use Restrictions</td>
</tr>
<tr>
<td>Chapter 4: Airport Planning Area Policies</td>
<td>Goal AP-CCN 1.2: Compatible Development</td>
</tr>
<tr>
<td></td>
<td>Goal AP-CCN 1.3: Incompatible Development</td>
</tr>
</tbody>
</table>

6. Transportation Data
The Ada County Highway District (ACHD) comments require that no site-specific conditions of approval be met and that no traffic impact fees are required.

7. Analysis
The applicant is proposing to rezone a 1.02-acre parcel located at 1976 S Century Way from an L-OD to an M-1D zone. The existing structure – an 11,320 square-foot flex industrial space – will remain unchanged. The applicant’s stated purpose for the rezone is to attract future tenants that are appropriate to the building and surrounding area (i.e. light industrial). The parcel’s Land Use designation is Industrial, all surrounding parcels are zoned M1-D, and all nearby uses are consistent with the M-1D zoning district. The Industrial Land Use designation allows for A-1, A-2, N-O, L-O, C-1, and all industrial zones. Open Lands zones, office zones, and commercial zones are inappropriate here because of the industrial nature of the surrounding area. The M-1D zone is best suited to this parcel as it is surrounded on all sides by that zone, and, as such is the most compatible with the
current and future use of the surrounding neighborhood. The parcel’s current uses are allowed within the M-1D zone.

The subject parcel was part of a 66-acre annexation into the City in 2000 (CAR99-00039). With the exception of this parcel and a 12-acre piece of land including part of I-84, also zoned L-OD, all parcels were zoned M-1D when they were annexed. Similarly, parcels to the north, west and south were annexed in 2002 with an M-1D zoning district. The surrounding zoning and development pattern support a rezone of this parcel to M-1D.
Maintaining the L-OD zoning district would limit the parcel’s allowed uses to professional or medical office space, or personal services less than 1,000 square-feet in size. The existing building and surrounding development are simply not suited to these uses. The building is suited to house light industrial uses or uses where offices space is accessory to storage, warehousing, wholesale, or manufacturing uses. Additionally, an M-1D district is supported by the Comprehensive Plan due to the parcel’s proximity to the airport and is location within an industrial park (Goal EC3.1, Goal EC3.2, Goal EC5.4, Principle GDP-C/E.4, Principle GDP-AIA.2, Goal AP-CCN 1.2, Goal AP-CCN 1.3).

Because the parcel is located in an area surrounded by similar industrial uses that will redevelop only into other industrial uses, a Development Agreement is not necessary to maintain compatibility with the surrounding industrial park. Should the building redevelop, the Design Review overlay will ensure that the design of the new use is consistent with the goals and objectives of the City.

With the recommended conditions of approval, the Planning Team finds the application to be consistent with the standards for approval.

8. Approval Criteria

Rezone (11-03-04.3B(7c))

i. Is in compliance with the Comprehensive Plan.

The rezone of the parcel from L-OD to M-1D is in compliance with the Comprehensive Plan which designates the site as “Industrial” on the Land Use Map. The Industrial Land Use designation allows for A-1, A-2, N-O, L-O, C-1, and all industrial zones. The M-1D zone is best suited to this parcel as it is surrounded on all sides by that zone, and, as such is the most compatible with the current and future use of the surrounding neighborhood. Rezoning this parcel to M-1D is supported by Blueprint Boise, which seeks to support the expansion of industrial uses in the Airport Planning Area (Goal AP-CCN 1.2) while limiting encroachment from non-industrial uses (Goal AP-CCN 1.3) in order to support the current operation and expansion of the Boise Airport (Goal EC5.4, Principle GDP-AIA.2). Rezoning the parcel to M-1D will also mitigate future negative impacts that may arise from an office use locating adjacent to more intense industrial development (Principle GDP-C/E.4).

ii. Is in the best interests of the public convenience and general welfare.

The proposed rezone of the property will be in the best interest of the public convenience and general welfare as the M-1D zoning district ensures that the expectations of the parcel’s users – both patrons and proprietors – meet the reality of the parcel’s potential uses. An industrial use might be expected in an industrial park, while a dentist’s office would not. Additionally, use conflicts between potential
office tenants and industrial users that might exist were the incongruent zoning to remain would be eliminated. Aligning expectations with the parcel’s development potential will enhance public convenience and general welfare.

iii. Maintains and preserves compatibility of surrounding zoning and development.

The proposed M-1D zoning district enhances the compatibility of the surrounding zoning and development by bringing one of the last remaining areas of an established industrial park that does not carry an industrial zoning designation into better alignment with the surrounding zoning and land use. The existing L-OD zoning is less compatible with the surrounding area than the M-1D zone proposed to replace it. The L-OD zone conditionally allows for residential development, which is prohibited in Airport Influence Area B, and allows other uses not compatible with the surrounding zoning, such as dentist offices, law offices, etc. In this way, not only does the rezone preserve a rough compatibility with the surrounding area, it actually enhances this compatibility with the surrounding area.
August 12, 2020

To: Mick Berger
Communications Associates
132 SW 5th Avenue, Ste. 100
Meridian, ID 83642

Subject: BOI20-0335/ CAR20-00010
1976 S. Century Way
Rezone Property from L-OD to M-1D

In response to your request for comment, the Ada County Highway District (ACHD) staff has reviewed the submitted application and site plan for the item referenced above. It has been determined that ACHD has no site specific conditions of approval for this application.

There is No Impact Fee Due for this application and an ACHD inspection is not required.

If you have any questions, please feel free to contact me at (208) 387-6132.

Sincerely,

McKenna Roan
Intern
Development Services

cc: City of Boise (Ethan Mansfield), via email
Intermountain Communications of Southern Idaho Inc. (Lori Bennett), via email
Traffic Information

This development is estimated to generate XXX additional vehicle trips per day (XX existing); and XXX additional vehicle trips per hour in the PM peak hour (XX existing), based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

Condition of Area Roadways:
*Traffic Count is based on Vehicles per hour (VPH)*

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Frontage</th>
<th>Functional Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Century Way</td>
<td>XX-feet</td>
<td>Local</td>
</tr>
</tbody>
</table>

Average Daily Traffic Count (VDT):
*Average daily traffic counts are based on ACHD’s most current traffic counts*

- The average daily traffic count for Century Way east of Cole Road was 1,901 on 01/11/2018.
The proposed rezone would be compatible with airport operations, therefore the Airport has no objections to the proposed rezone. Thanks for the opportunity to comment.

Hi Matt,
I’m a relatively new Associate Planner here at the City of Boise. I’m working on a rezone application for a parcel at 1976 Century Way. No changes to the site other than the rezone is proposed. They are proposing a change from an L-OD to M-1D zone. I’m just reaching out to see if you had any comment on this application since it is located with Airport Influence Area B.
I don’t see any red flags – it appears very supportable. But please let me know if there are any concerns.
Cheers,
Ethan

**Please Note: City Hall is closed to the public until further notice. Email is my preferred form of communication, but I will still be taking phone calls or setting up Teams meetings on a scheduled basis.**
TO: Mayor and Boise City Council  
FROM: Cody Riddle, Deputy Planning Director  
PREPARED BY: Ethan Mansfield, Associate Planner  
RE: SUB20-00032 (Carter John Subdivision) and Appeal of PUD20-00027  
HEARING DATE: October 20, 2020

**SUB20-00032:** A preliminary plat for a residential subdivision comprised of 8 buildable lots and 1 common lot on .59 acres.

**PUD20-00027:** The applicant is appealing conditions associated with the Planning & Zoning Commission approval of a conditional use permit for a planned residential development comprised of 7 attached townhomes and 9 multi-family units on 0.59 acres at 1821 S Vista Avenue in a R-3D (High Density Residential with Design Review) zone.

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- Minutes from August 10, 2020 P&Z Hearing
- Project Report from August 10, 2020 P&Z Hearing
- Agency Comments

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through Boise’s Permitting & Licensing Portal.
BACKGROUND & SUMMARY OF PLANNING & ZONING COMMISSION ACTION

On August 10, 2020, the Planning & Zoning Commission approved a conditional use permit for a planned residential development comprised of 7 attached townhomes and 9 multi-family units and recommended approval of a preliminary plat on 0.59 acres located at 1821 S Vista Avenue in a R-3D (High Density Residential with Design Review) zone. Included in this approval was a condition to install 5’-wide detached sidewalks along Vista Avenue abutting the site (Condition #2), which is the subject of the applicant’s appeal, discussed in the following section.

The subject site is located within the Overland & Vista Community Activity Center and just north of the Vista & Targee Neighborhood Activity Center. The project consists of 16 units comprised of 7 attached townhomes and a 9-unit multi-family building. The 7 townhome lots front Vista Avenue on the northern portion of the development. The multi-family lot is located on the southern third of the development. A common lot would contain parking spaces associated with the multi-family development. The designs of the buildings feature extensive modulation and varied materials, which enhance visual interest along an important corridor in the City. Design and landscaping will be reviewed through a formal Design Review process to ensure consistency with the Citywide Design Guidelines.

Tree Mitigation

The tree mitigation plan exceeds the Boise City Code (BCC) standards; there is only one tree to be removed – a 4”-caliper California Walnut – that requires mitigation. The applicant proposes to plant three 2”-caliper trees, for a total of 6 caliper-inches, in addition to the trees typically required with the redevelopment of the parcel.

Connectivity

No public or private streets are included with this application. Access to parking for both the townhomes and apartments will be taken off of the alley behind and to the west of the structures. While improvements to the adjacent transit stop were proposed, comments received from Valley Regional Transit indicate plans to move the bus stop to the corner of Vista Avenue and Nez Perce Street, half a block north. Thus, VRT does not desire improvements to the existing stop.
The applicant proposed to replace an aging 5’-wide sidewalk with a 7’-wide attached sidewalk along Vista Avenue and a 5’-wide attached sidewalk along Spaulding Street. It is notable that the Ada County Highway District’s (ACHD) did not require streetscape improvements with this development. However, the Commission agreed with the Planning Team’s recommendation to require 5’-wide detached sidewalks along Vista Avenue. The Commission agreed that detached sidewalks would buffer pedestrians and minimize potential vehicle-pedestrian conflict along the Vista Gateway, which experiences a relatively high volume of traffic (Goal CC7.2). As the parcels to the north redevelop, a full block of continuous detached sidewalk would be possible, and a precedent for detached sidewalks along Vista Avenue would be set for future development.

The Commission praised the project for the opportunity to add activity and vibrancy to the surrounding area while maintaining a scale that is compatible to the existing neighborhood (Goal NAC2.2, Principle IDP-MU.2). They noted that, in addition to complying with a laundry list of other Comprehensive Plan goals and objectives, the project adds a diversity of housing units in an area that is near existing services, a goal of both the Comprehensive Plan (Goal CC1.1) and Mayor McLean’s A Home for Everyone initiative.

While there was no public opposition to the project, the applicant spoke in opposition to the condition to construct 5’-wide detached sidewalks adjacent to the site. After a robust discussion of the merits of detached and attached sidewalks, the Commission voted 6-1 to approve the planned unit development as conditioned and recommend approval of the preliminary plat. The Commission approved the planned unit development with the following reason statement:

The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). The project is compatible with the surrounding neighborhood and the uses reasonably expected to develop therein. With attached single-family and multi-family units, this development is well-positioned to complement the diverse mix of uses in the area. Correspondence received from commenting agencies confirm that 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 proposed use and the project will not adversely affect other property in the vicinity, as it complies with the dimensional requirements of the R-3D zone along the perimeter of the site. Consistency with the Citywide Design Guidelines will be ensured through a formal Design Review process. The addition of attached single-family homes and a multi-family product will increase the diversity of housing types along this busy community gateway corridor (Principle GDP-MU.2, Goal NAC7.1, Goal NAC2.2, Goal CB-CCN 3.2, Goal CB-CCN 3.3, Principle IDP-MU.1) and is supported by Goal CC1.1 and Principle GDP-MU.6, which encourage infill development in order to reduce vehicle miles traveled and avoid costly extensions of transportation infrastructure.
APPEAL GROUNDS & RESPONSES
On August 20, 2020 the applicant, Steve Martinez, appealed the Planning & Zoning Commission’s requirement of detached 5’-wide sidewalks included in the approval of the conditional use permit on four grounds. They have been summarized below and are followed by the Planning Team’s response.

1. The Decision reduces the distance between the sidewalk and front door of the townhomes, which will negatively impact safety and quality of life for residents.

   **Summary:** The applicant contends that the construction of a 5’-wide detached sidewalk would reduce the distance between the front of the townhome units and the inside edge of the sidewalk. This would make the front yards of the townhomes less useable and would be less safe for residents, the applicant argues. The meeting minutes also indicate the applicant’s concern for a lack of green space in residents’ front yards.

   **Response:** The applicant is correct that the placement of the sidewalk closer to residents’ front doors will reduce the amount of space between the townhomes and the sidewalk. The applicant’s site plans show 15’ between the façade and sidewalk with attached 7’-wide sidewalks and 12’ between façade and sidewalk with detached 5’-wide sidewalks. As evidenced by the meeting minutes, this diminished front yard space was discussed at length by the Commission. Commissioner Gillespie’s comments regarding the front yard space summarizes the discussion:

   > I actually think from the point of view of enjoyment of the front yards, you know, that 6- or 8-foot detached section with trees in it is kind of like front yard. There’s a sidewalk there. I’m not sure it makes a lot of difference.

2. The Decision creates a heavy reliance on compact parking spaces and may impact Fire Department service delivery.

   **Summary:** The applicant contends that the number of compact parking spaces is excessive. Furthermore, the applicant claims that the adjustment of the site plan to accommodate detached sidewalks would negatively impact the Fire Department’s ability to serve the site.

   **Response:** BCC 11-07-03.04.A(3) allows for up to 40% of a development’s parking spaces to be compact. The proposal with detached sidewalks calls for 7 of 29 parking spaces (24%) – including the townhome garages – to be compact. The Commission recognized that compact spaces would be a viable option to create additional front yard space when Commissioner Schafer suggested:

   > My thought process here is that if we were to require the detached sidewalk with planter strip, to pick up a little bit of space, if they pushed the townhomes, you know, back a bit, could they shorten up ... those parking
stalls to a 17-foot depth? Is there an opportunity there to pick up a little bit more room in order to push the buildings back a bit further from the street?

As evidenced by the applicant’s site plan, updated with detached sidewalks and 15’-deep parking stalls, Commissioner Schafer’s suggestion was implemented in order to create additional space in the front yard of the townhome development. As indicated in the minutes, the Commission considered the use of compact spaces in their decision to approve the project.

Comments received from the Fire Department indicate that the project layout, with detached sidewalk and compact spaces, does meet Department requirements to serve the project.

3. The Decision does not recognize the residential nature of the development.

Summary: At the Commission meeting, the applicant asserted that where detached sidewalks do exist along Vista, the occur only adjacent to commercial uses and generally abut parking areas. Therefore, it is out of character to request detached sidewalks in this location.

Response: At the Commission meeting, the Planning Team did confirm that most detached sidewalks along Vista do abut commercial parking areas. However, the Commission addressed this in several instances and reasoned that as Vista redevelops with more intense residential uses, detached sidewalks should become the norm. In addition, Commissioner Stevens noted that Vista Avenue should receive special attention as a Gateway to the City, regardless of land use:

I'm not ambivalent about the sidewalks at all. In fact, I'm very much in favor of a detached sidewalk... I think the Vista entrance to our city is a critical entrance. It's been -- it has -- it's basically how most people who arrive in our city get to the downtown. And we know how much work has gone into the neighborhood in recent years with regard to the revitalization efforts, which of course is the reason that this fabulous project is before us now. So I think because of that, it's time we doubled down and we make sure that the projects that we put in are right. And aesthetically as we come down Vista to our city and as we exit our city, it's really critical that the aesthetic is there. And we have some very serious mistakes from the '60s and '70s to make up for on Vista Avenue.

Therefore, while the applicant is correct that currently detached sidewalk mostly exists adjacent to commercial development, the Commission considered this and found that future redevelopment should also see detached sidewalk, regardless of the land use.
4. The Decision does not accommodate bicycle and pedestrian traffic as well as the applicant's original proposal.

**Summary:** At the Commission meeting, the applicant asserted that 7’-wide sidewalks were more accommodating to bike and pedestrian traffic, as the extra width allows for use by both groups simultaneously.

**Response:** The Commission agreed with the Planning Team that a buffer between the roadway would be more effective at minimizing conflicts between streetscape users. The Commission also agreed that the configuration is supported by the Comprehensive Plan, which encourages design that minimizes pedestrian conflict with vehicles by providing detached sidewalks (Goal CC7.2).

**CONCLUSION & RECOMMENDATION**

Two motions are required, one for each application:

First, a motion for the appeal of the PUD is needed. Council may take one of the following actions:

1. **Uphold the decision** of the Planning and Zoning Commission, and provide additional facts, evidence, and reasons supporting the decision. Conditions of approval may be modified if Council finds error in the Commission’s decision.

2. **Approve the appeal** and provide discussion, evidence and reasons for supporting the approval. In this case, an approval removes the condition requiring the construction of 5’-wide detached sidewalks along Vista Avenue and replaces it with a condition requiring 7’-wide attached sidewalks there. A plat note requiring a sidewalk easement for detached sidewalks would also be removed.

The Planning Team recommends that Council **deny** the appeal and uphold the Commission’s decision to approve the planned unit development with conditions as the development is in compliance with the planned unit development standards of the Code (B.C.C. 11-03-04.07 & B.C.C. 11-07-06.05). No evidence suggesting the Commission erred in its decision has been submitted. The Planning Team finds the Commission’s decision to require detached 5’-wide sidewalks was supported by substantial evidence and was not arbitrary or capricious.

Next, a motion for the subdivision is needed. The Planning and Zoning Commission recommended Council **approve** the preliminary plat as it is found to be in conformance with the Boise City Development Code and Blueprint Boise.

**STANDARDS OF REVIEW FOR APPEALS**

Section 11-03-03.09.C(2) of the Boise Development Code provides Council with the following options when acting on an appeal:

(a) Because the review bodies are recognized as having expertise in their substantive areas, the Council shall give due consideration to their decisions.
i. The Council may find error on the following grounds:

ii. The decision is in violation of constitutional, state, or city law. An example would be that the review body’s decision would be a taking.

iii. The review body’s decision exceeds its statutory authority.

iv. The decision is made upon unlawful procedure. An example would be if notice of a required public hearing was inadequate. In such cases, the matter may be remanded to correct the error.

v. The decision is arbitrary, capricious or an abuse of discretion in that it was made without rational basis, or in disregard of the facts and circumstances presented. Where there is room for two opinions, action is not arbitrary and capricious when exercised honestly and upon due consideration.

vi. The decision is not supported by substantial evidence.

(b) If error is found, the review body decision may be reversed or modified.

c) If no error is found the appeal shall be denied and the decision upheld.

**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 June 30, 2020 and the updated site plan on July 28, 2020, except as expressly modified the following conditions:

2. The applicant shall construct a detached 5’ sidewalk along the Vista Avenue street frontage. Contact ACHD prior to beginning any work.

3. The enclosed bicycle parking area shall be placed outside of any required setback.

4. A closed-vision wood or metal fence shall be installed along the property’s northern boundary.

5. A bus stop shall be provided subject to Valley Regional Transit’s specifications.

6. An associated Design Review application shall be approved prior to approval of building permits.

**Agency Requirements**

7. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District; and
b. Central District Health Department (July 24, 2020); and

c. Boise City Fire Department; and

d. Drainage District No. 3 (July 17, 2020); and

e. Boise Project Board of Control (July 13, 2020); and

f. New York Irrigation District (July 13, 2020); and

g. Boise City Building Division (July 16, 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. Drainage (July 10, 2020); and

b. Sewer (July 10, 2020); and

c. Irrigation (July 13, 2020); and

d. Street Lights (July 10, 2020); and

e. Solid Waste (July 16, 2020).

Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

Subdivision:

9. An easement containing space reserved for a detached sidewalk shall be shown on the final plat. Contact ACHD to finalize the location of the detached sidewalk.

10. The following notes shall be placed on the face of the Final Plat stating:

a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD20-00027 and SUB20-00032.

b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD20-00027, at the time of issuance of individual building permits.

11. 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
12. The name, **Carter John Subdivision**, shall be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

13. 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).

14. A letter of acceptance for water service from the utility providing the same is required (B.C.C. 11-09-04.3).

15. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

16. 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

17. A letter from the appropriate school district is required stating, "The Developer has made arrangements to comply with all requirements of the School District" (memo dated **July 16, 2020**).

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.
25. 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**

26. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

27. 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.

28. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

29. 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.

30. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

31. 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.

32. 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.

33. Utility services shall be installed underground.

34. 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.
35. 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.

36. 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.

37. 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.

38. 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.

39. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

40. 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.

41. 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.

42. 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.
#106: Application for Appeal

I (we) Steve Martinez hereby appeal the decision of the Boise City:

- Planning & Zoning Commission
- Hearing Examiner
- Design Review Committee
- Historic Preservation Commission
- Planning Director

File Number: PUD20-00027
Address: 1821 S. Vista Avenue
Specific Action Being Appealed: Site Specific Condition of Approval # 2 - Detached sidewalk

Grounds for Appeal
1. Disregard for facts and circumstances presented. Specifically:
   1. Applicant proposes a 7' attached sidewalk consistent with ACHD Standards; maintenance of a reasonable separation between the back of sidewalk and the front door of residences is essential for safety and quality of life for residents; to maintain this separation the parking and fire access area must be compressed and creates a heavy reliance on compact spaces; fire access will at best meet absolute minimum radius standards.

Appeal Contact Person: Steve Martinez
Address: 9065 West State Street, Boise, ID 83714
Phone: 208.854.1868
Email: steve@tradewindsidaho.com

Appeals
- Appeal of an Administrative Decision to the Planning & Zoning Commission or Design Review Committee (non-refundable fee).
- Appeal of a Design Review Committee Decision to the Planning and Zoning Commission.
- Appeal of a Planning & Zoning or Historic Preservation Commission decision to City Council.
- Appeal of a Hearing Examiner decision to City Council.

Notes:
1. If the reasons for the appeal are resolved prior to the appeal hearing, please contact the Planning Staff at 208-608-7100.
2. The only topics which may be discussed during the appeal hearing are the specific reasons for the appeal as stated in the application.
3. Neighborhood groups are encouraged to elect a spokesperson for appeals that are supported by numerous residents of the project to avoid a duplication of testimony.
4. Section 11-3-7.2 of the Zoning Ordinance provides that an appeal to Council may not be withdrawn without the consent of Council.

Signature of Appeellant/Representative: [Signature]
Date: 8.20.20

For Staff Use Only:
If the appeal is not the applicant, the applicant must be contacted immediately following the acceptance of this appeal.
Applicant contacted on ____________________________ by ____________________________
Appeal is by applicant.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
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<tr>
<td>Penelope</td>
<td><a href="mailto:penelope@rileyplanning.com">penelope@rileyplanning.com</a></td>
<td>Boise</td>
</tr>
<tr>
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<td>Martinez</td>
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</tr>
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<td>Christianson</td>
<td>Boise</td>
</tr>
</tbody>
</table>
August 12, 2020

Steve Martinez
Tradewinds General Contracting
9165 W State St
Boise, ID 83714
penelope@rileyplanning.com

Re: PUD20-00027 & SUB20-00032 / 1821 S Vista Ave

Dear Applicant:

This letter is to inform you of the action taken by the Boise City Planning and Zoning Commission on your request for a conditional use permit for a planned residential development comprised of 7 attached townhomes and 9 multi-family units on 0.59 acres in a R-3D (High Density Residential with Design Review) zone. A preliminary plat comprised of 8 buildable lots and 1 common lot is also included.

The Boise City Planning and Zoning Commission, at their hearing of August 10, 2020, approved your conditional use request, based on compliance with the attached Reason for the Decision and Conditions of Approval.

May we also take this opportunity to inform you of the following:

1. This conditional use approval will not take effect until after the appeal period has lapsed.

2. The decision of the Boise City Planning and Zoning Commission may be appealed to City Council within ten (10) calendar days from the hearing date. 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 August 20, 2020.

4. If this Conditional Use Permit is not acted upon within two (2) years, it will become null and void without further notification from this Department.

This letter constitutes your Conditional Use Permit.
On **August 10, 2020**, the Boise City Planning & Zoning Commission **recommended approval** of the Preliminary Plat of the Carter John Subdivision to the Boise City Council, subject to compliance with the Conditions of Approval listed below.

This application will be considered by the Boise City Council to establish a public hearing date. You will be notified of the established hearing date.

Unless otherwise specified, all conditions shall be completed prior to signing of the Final Plat by the Boise City Engineer.

Questions can be directed to me at (208) 608-7134 or emansfield@cityofboise.org.

Sincerely,

Ethan Mansfield  
Associate Planner, Current Planning and Subdivisions  
Boise City Planning and Development Services

EM/mh

**cc:** Penelope Constantikes / Riley Planning Services LLC / penelope@rileyplanning.com  
Jeff Christianson / 2200 S Orchard / penelope@rileyplanning.com  
Dave Kangas / Vista Neighborhood Association / davekangas@msn.com
REASON FOR THE DECISION

Planned Unit Development
The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). The project is compatible with the surrounding neighborhood and the uses reasonably expected to develop therein. With attached single-family and multifamily units, this development is well-positioned to complement the diverse mix of uses in the area. Correspondence received from commenting agencies confirm that 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 proposed use and the project will not adversely affect other property in the vicinity, as it complies with the dimensional requirements of the R-3D zone along the perimeter of the site. Consistency with the Citywide Design Guidelines will be ensured through a formal Design Review process. The addition of attached single-family homes and a multi-family product will increase the diversity of housing types along this busy community gateway corridor (Principle GDPMU. 2, Goal NAC 7.1, Goal NAC2.2, Goal CB-CCN 3.2, Goal CB-CCN 3.3, Principle IDPMU. 1) and is supported by Goal CC1.1 and Principle GDP-MU.6, which encourage infill development in order to reduce vehicle miles traveled and avoid costly extensions of transportation infrastructure.

Subdivision
As further detailed in the project report, the applicant’s proposal complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary plat is 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 June 30, 2020 and the updated site plan on July 28, 2020, except as expressly modified the following conditions:

2. The applicant shall construct a detached 5’ sidewalk along the Vista Avenue street frontage. Contact ACHD prior to beginning any work.

3. The enclosed bicycle parking area shall be placed outside of any required setback.

4. A closed-vision wood or metal fence shall be installed along the property’s northern boundary.

5. A bus stop shall be provided subject to Valley Regional Transit’s specifications.

6. An associated Design Review application shall be approved prior to approval of building permits.
Agency Requirements

7. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District; and
   b. Central District Health Department (July 24, 2020); and
   c. Boise City Fire Department; and
   d. Drainage District No. 3 (July 17, 2020); and
   e. Boise Project Board of Control (July 13, 2020); and
   f. New York Irrigation District (July 13, 2020); and
   g. Boise City Building Division (July 16, 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. Drainage (July 10, 2020); and
   b. Sewer (July 10, 2020); and
   c. Irrigation (July 13, 2020); and
   d. Street Lights (July 10, 2020); and
   e. Solid Waste (July 16, 2020).

   Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

Subdivision:

9. An easement containing space reserved for a detached sidewalk shall be shown on the final plat. Contact ACHD to finalize the location of the detached sidewalk.

10. The following notes shall be placed on the face of the Final Plat stating:

    a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD20-00027 and SUB20-00032.

    b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD20-00027, at the time of issuance of individual building permits.

11. 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.

12. The name, Carter John Subdivision, shall be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

13. 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).

14. A letter of acceptance for water service from the utility providing the same is required (B.C.C. 11-09-04.3).

15. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

16. 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

17. A letter from the appropriate school district is required stating, "The Developer has made arrangements to comply with all requirements of the School District" (memo dated July 16, 2020).

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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**

26. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.

27. 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.

28. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

29. 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.

30. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

31. 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.
32. 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.

33. Utility services shall be installed underground.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

40. 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.
41. 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.

42. 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:                                               )
PUD20-00027 / TRADEWINDS GENERAL                   )
CONTRACTING                                          )
and                                                  )
SUB20-00032 / CARTER JOHN SUBDIVISION              )
1821 South Vista Avenue                             )
__________________________________________________ )

TRANSCRIPT OF RECORDED PUBLIC HEARING
MONDAY, AUGUST 10, 2020

COMMISSIONERS PRESENT:
MEREDITH STEAD, CHAIR
BOB SCHAFER, CO-CHAIR
ASHLEY SQUYRES
CHRISTOPHER BLANCHARD
JENNIFER MOHR
JENNIFER STEVENS
MILT GILLESPIE
JIM BRATNOBER

TRANSCRIBED BY:
VICTORIA HILLES
INTRODUCTION

CHAIRMAN STEAD: Okay. So we're moving on to Item No. 5. This is PUD20-27, Tradewinds General Contracting, 1821 South Vista Avenue. It's a conditional-use permit for a planned, residential development.

COMMISSIONER SQUYRES: Madam Chair.

CHAIRMAN STEAD: Commissioner Squyres.

COMMISSIONER SQUYRES: I will be recusing myself on Item No. 5. In my professional career, I served as the administrator for a board of directors in which the applicant's disciplined, and so due to this relationship, I will be -- I believe it's in the best interest to recuse myself.

Thank you.

CHAIRMAN STEAD: Thank you.

Okay. We'll move on to hear from staff and Mr. Mansfield.

ETHAN MANSFIELD: It's me again, Madam Chair, Commissioners.

Before you this evening is a proposal for a planned unit development consisting of a -- of seven attached townhomes and a nine-unit, multi-family
building at 1821 South Vista Avenue in an R-3D zone.

A preliminary plat with eight buildable lots and one common lot is included.

The site is located between Vista and -- the Vista and Targee Neighborhood Activity Center and the Vista and Overland Community Activity Center. The project lies on a frequent and well-used bus route and is within walking or biking distance of a grocery store; medical, veterinary, and law offices; a home-brewing supply store, a barbershop, and many other amenities. The surrounding area epitomizes mixed-use development.

The project will include seven townhome lots on the north end of the development and a nine-unit, multi-family structure on the corner of Vista and Spaulding on the southern end.

Both the apartment buildings and townhomes will be three stories tall with the exception of a single, two-story townhome on the northernmost lot. The design of the project will be formally reviewed through a Design Review application.

The applicant proposes to construct a 7-foot wide sidewalk along the right-of-way adjacent to the site. Given the site's proximity to countless services and amenities, the propensity for the
redevelopment of nearby properties, and Blueprint Boise's goal of creating a safe and comfortable pedestrian environment, the Planning Team recommends the installation of a 5-foot, detached sidewalk along Vista Avenue.

The Planning Team received standard agency comments and no comments from the public.

For the reasons outlined above, the Planning Team recommends approval of PUD20-27 and SUB20-32 with the conditions listed in the staff report.

Thank you.

CHAIRMAN STEAD: Thank you.

We'll next hear from the applicant, please.

PENELOPE CONSTANTIKES: Thank you, Madam Chair.

For the record, Penelope Constantikes, Riley Planning Services, Post Office Box 405, Boise, Idaho 83701. And I'm going to just give you some real brief comments, but I don't get to have these kinds of fun projects too often, so I'm going to give you a little bit of a shopping list of what I think is awesome about it.

The applicant and the team -- the project team have reviewed the staff report, and they concur
with the conditions of approval with the exception of Item No. 2.

So there was a lot of thought that went into the design of this site. The townhouses present to Vista Avenue. We have a side elevation on Vista Avenue, and the apartment building fronts on Spaulding, and that pairs that apartment building with the apartments that are on the south side of Spaulding, so we tried to pair the uses together.

The applicant is exploring the possibility of acquiring additional land to the north of the site, and there may be a Phase 2 that goes along with this that would be very nice.

We did note that there was a requirement for wood or metal fencing, and the applicant is happy to go along with that.

The nice plaza area that’s included in the site development plan will be primarily for the multi-family users, but I don't believe that the townhouse owners would be excluded from using it. It's a really nice amenity that binds the two uses together.

The architecture of this site and the proposed structures energizes the area. It's unique, but it still complements what's in existence there.
now.

And to be bold, I would like to say that this is a perfect, Boise, urban, infill project. The architecture freshens the streetscape. Density supports transit and bike commuting. There's a mix of housing types. It has easy and close access to many services. It's reasonably over-parked. It reflects the current area mixture of owner-occupied and tenant residential. The project doesn't overconsume the site; it's a nice balance of use and open area. The waivers requested are reasonable in scope, we believe.

And just as an aside, there were two neighbors that talked to me at the neighborhood meeting and then e-mailed me. Both of them were very excited about the project and looked forward to the updating of this area, of this avenue.

With that, I would be happy to answer any questions.

CHAIRMAN STEAD: Thank you.

First, we'll do a check to see if we have anybody with us from the Vista Neighborhood Association.

PENELOPE CONSTANTIKES: Oh, Madam Chairman, the applicant -- or the developer also wanted to offer some comments.
CHAIRMAN STEAD: Oh.

PENELOPE CONSTANTIKES: I apologize.

CHAIRMAN STEAD: I'm so sorry. Please, please continue.

STEVE MARTINEZ: Great. Steve Martinez. 9165 West State Street, Boise, Idaho 83714. Really the comments that I'd like to speak to is just the detached versus attached sidewalk.

On -- going all the way down Vista, there's actually only three parts of Vista that have detached, and they're all commercial area. One is the Vista Village area, the other is the Albertsons on Vista and Overland, and then there's a third area about four or five blocks to the south of our project, again, commercial. And when you look at the detached sidewalk leading up to -- or what they abut, it's all parking.

My concern with the detached sidewalk on this is this would be our front yards of our townhouses. And so currently we have -- I believe it's 13 feet of front yard in these townhouses, and the detached sidewalk brings it to about 5 feet -- 5 or 6 feet of the townhouses themselves. So I have a real concern over just the front yard space.

If the concern is, you know, trying to get
trees to line that boulevard, obviously that can be a
c Condition in our front yards, which is a great, green
space in these units. But I just feel that the
detached sidewalk is not in line with the neighborhood
surrounding it. Everything going up and down Vista
that is residential is all attached sidewalk.

So -- and then one last portion on that
detached sidewalk, we do have a bus stop that we will
be building that doing the detached sidewalk makes it
kind of an awkward bus stop. With the attached
sidewalk, we've got 7 feet of sidewalk with a bus stop
behind that, and so the detached portion makes that an
awkward transition from that perspective.

So I will stand for any questions on that
portion of it. Penelope's the smart one, so she can
get all the other questions.

CHAIRMAN STEAD: Thank you.

NEIGHBORHOOD ASSOCIATION

CHAIRMAN STEAD: Okay. So next, if we have
anybody from the Vista Neighborhood Association,
please virtually raise your hand.

Okay. Seeing none.

We will move on to questions from the
Commission for staff or the applicant.

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

COMMISSIONER GILLESPIE: I'm batting lead off.

Once again, my math is confusing me. So the City wants a 5-foot sidewalk with presumably, what? A 2-foot? How big is the detachment in a detached sidewalk?

ETHAN MANSFIELD: So, Madam Chair --

COMMISSIONER GILLESPIE: [Unintelligible] the question.

ETHAN MANSFIELD: Madam Chair, Commissioner Gillespie, the minimum width could be 6 feet. We would prefer 8 feet, but we left that open because we want to be able to accommodate the applicant's concerns for being too close to the front of the townhomes.

COMMISSIONER GILLESPIE: So -- okay.

ETHAN MANSFIELD: It could be between 6 and 8 feet.

COMMISSIONER GILLESPIE: So if we -- let me just form this as it -- so is it accurate to say that 6 plus 5 is 11. The applicant is proposing 7, so we're really arguing about 4 feet; is that correct?

ETHAN MANSFIELD: Madam Chair, Commissioner Gillespie, based on my math, that is correct.

COMMISSIONER GILLESPIE: Okay. Thank you.
Thank you.

That's all I got.

CHAIRMAN STEAD: Any further questions?

COMMISSIONER GILLESPIE: I'll see these guys.

COMMISSIONER STEVENS: Mr. Chair -- Mrs. Chair.

CHAIRMAN STEAD: Yes, Commissioner Stevens.

COMMISSIONER STEVENS: I've got to get back in that room so I can get hold of myself.

I guess I'll ask the logical follow-up, which is the math that the applicant just put on the record sounded like a lot more than 4 feet as an impact to those yards, so can the applicant address that, please.

PENELOPE CONSTANTIKES: One minute.

CHAIRMAN STEAD: Just one moment, please.

COMMISSIONER GILLESPIE: We're processing.

Ethan, while Penelope's doing that, one quick, little question.

So is it your idea that trees get dropped into that detached portion?

ETHAN MANSFIELD: Madam Chair, Commissioner Gillespie, that's correct. With --

COMMISSIONER GILLESPIE: Okay. All right.

Thanks.

Sorry.
PENELOPE CONSTANTIKES: [Unintelligible].

STEVE MARTINEZ: Yes.

PENELOPE CONSTANTIKES: Okay. Madam Chair,
Commissioners, so essentially what we have is 20 feet
between the back of curb and the front door. So if we
subtract 8, we're left with 12 feet. And if we take 5
feet away for the sidewalk -- if we had a detached
sidewalk, that would leave 7 feet of area in the
front, the front yard.

Ethan, does that jive with what you're
thinking?

COMMISSIONER GILLESPIE: Madam Chairman, what
was the 8?

You said --

PENELOPE CONSTANTIKES: That would be the park
strip.

Ethan --

COMMISSIONER STEVENS: So, Madam Chair, if I
understand correctly, Ethan said it was between 6 and
8. The City could be flexible. So that makes
11 feet, which still gives a 10-foot space between the
back of the sidewalk and the door. If my math's --

CO-CHAIRMAN SCHAFER: Madam Chair.

PENELOPE CONSTANTIKES: Madam Chair, I think
it's 9 --
CO-CHAIRMAN SCHAFER: Madam Chair.

PENELOPE CONSTANTIKES: It would be 9.

CHAIRMAN STEAD: It would be 9 in my math, too, but close.

COMMISSIONER STEVENS: Would it?

CHAIRMAN STEAD: Commissioner Schafer.

CO-CHAIRMAN SCHAFER: I think I can help maybe clear the air here a little bit.

ACHD requires for a detached sidewalk -- if it's a 6-foot planter strip, they require a root barrier be applied to the curb to protect the structure that they maintain.

My recommendation would be an 8-foot planter strip with a 5-foot, detached sidewalk. That is the other typical condition that ACHD likes to see that doesn't require additional infrastructure, such as root barrier, for the curb.

I'm not an employee of ACHD.

CHAIRMAN STEAD: Do we have any further questions from the Commission?

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEAD: Commissioner Bratnober.

COMMISSIONER BRATNOBER: So just so I get this straight. We have an existing sidewalk that is attached that goes all the way along that
street -- and I think this is a question for
staff -- that goes all the way along that street. By
installing a detached sidewalk, now we're going to
have a jog -- a sort of a somewhat meandering
sidewalk; is that correct?

ETHAN MANSFIELD: Madam Chair, Commissioner
Bratnober, that is correct. Currently you would have
a jog in the sidewalk.

COMMISSIONER BRATNOBER: Okay. And I understand
those are discouraged, as well as attached sidewalks.

Thank you very much.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: [Unintelligible].

COMMISSIONER STEVENS: I just want to make sure
we are using the proper terms. A meandering sidewalk
is not what we're talking about here. A meandering
sidewalk is a sidewalk that starts at the beginning of
one block and ends at the beginning of the same block
and goes like this in between. And, for the record,
I'm moving my hand like a snake.

This is not a meandering sidewalk, it's a
jog. So I just want to make sure that we've got the
terminology correct on the record.

CHAIRMAN STEAD: Thank you.

COMMISSIONER BRATNOBER: Thank you,
CHAIRMAN STEAD: Any additional comments?

CO-CHAIRMAN SCHAFER: Madam Chair.

CHAIRMAN STEAD: Commissioner Schafer.

CO-CHAIRMAN SCHAFER: A question for staff.

Ethan, is the sidewalk on Vista, so the remainder of the sidewalk beyond our site, is it a 7-foot sidewalk?

ETHAN MANSFIELD: Madam Chair, Commissioner Schafer, the current sidewalk that exists is 5 feet.

CO-CHAIRMAN SCHAFER: Okay. And that is -- is that -- and that's generally the condition along Vista; correct? It's a 5-foot sidewalk for most of Vista Avenue?

ETHAN MANSFIELD: Madam Chair, Commissioner Schafer, that -- to my knowledge, that's correct. I haven't walked it all, but it appears that way.

CO-CHAIRMAN SCHAFER: Okay. Thank you.

CHAIRMAN STEAD: Commissioner Mohr.

COMMISSIONER MOHR: So on this site plan on our packet page 254, it looks like the bus stop would be contained within the -- within that landscape buffer; is that correct? Or would it be on the inside of that landscape -- on the townhouse side of the landscape buffer?
It's a question for staff.

ETHAN MANSFIELD: Commissioner Stead -- Madam Chair, Commissioner Mohr, the -- you know, I -- I'm envisioning some flexibility, working with VRT on that. It's my understanding that the bus stop would go between the street and the detached sidewalk.

COMMISSIONER MOHR: Madam Chair.

CHAIRMAN STEAD: Commissioner Mohr.

COMMISSIONER MOHR: So this landscape buffer would also provide some space for that bus stop to go -- and off of the property, a little bit of a buffer -- with the sidewalk being a little bit of a buffer for the townhouses as well, if it's my understanding.

That's Ethan.

ETHAN MANSFIELD: Madam Chair, Commissioner Mohr, the bus stop would abut the curb, and then the sidewalk would go behind the bus stop. That's my understanding.

COMMISSIONER MOHR: Thank you.

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEAD: Commissioner Bratnober.

COMMISSIONER BRATNOBER: A question for the applicant, kind of following up Commissioner Mohr's question.
You mentioned that it would be awkward to have a detached sidewalk and the bus stop. I'm not getting that. Can you help me out here and explain the awkwardness, please.

CHAIRMAN STEAD: Did you hear his question?
STEVE MARTINEZ: No. I'm sorry.
CHAIRMAN STEAD: Okay.
STEVE MARTINEZ: Could you repeat yourself?
CHAIRMAN STEAD: Yeah, you had -- go ahead, Commissioner Bratnober.

COMMISSIONER BRATNOBER: Oh, I'm sorry. I'll try to speak up.

So you had mentioned the -- pardon me. You had mentioned the awkwardness of having the detached sidewalk and the bus stop, and I'm not understanding what that awkwardness is, following up Commissioner Mohr's questions where she described the placement of that.

STEVE MARTINEZ: Yeah. So how I'm envisioning -- and the site plan that you have shows currently the attached sidewalk. And so what you've got is the bus stop behind the attached sidewalk, which gives pedestrians a chance to go, you know, bikes and people, back and forth with the bus stop being further off the curb. This is a very busy
street, and I so feel like having the bus stop right on the back of the curb --

COMMISSIONER BRATNOBER: Mm-hmm.

STEVE MARTINEZ: -- creates a sense of awkwardness, a safety factor, whereas with it being on the back of this sidewalk, in my opinion, gives it a safer point of perspective from the bus stop.

It's also in a place where it's meant to pick up the multi-family, so we've got it on a multi-family section, where we're trying to utilize, you know, from a density perspective, picking up on the multi-family.

If I can expand on that a little bit. So I just did a project off of Robert Street and Overland, where we had essentially 10-foot front yards on skinny homes, and essentially it made that front yard almost unusable. It was too tight of a space with the sidewalk. And this was with attached sidewalk. It just happened to be site conditions, but it made it too close for the tenants to be able to use that space.

I also just finished a project off of Bogart Street and Sloan. We had a swale, and this was an ACHD swale, so we had to pull our sidewalk off, detached, for that reason and ended up with an 8-foot
front yard, and it completely became unusable.

   And so I'm really trying to
preserve -- all of our open space is fronting on
Vista, and I'm trying to preserve that open space.
You kill that -- you know, if you push this sidewalk
back, you're killing that front yard. It -- there is
not additional open space for tenants to be able to
use. That -- so I'm merely advocating on behalf of
the homeowners and tenants that will be living here to
have more green space in their front yard.

   COMMISSIONER BRATNOBER: Thank you.
   CO-CHAIRMAN SCHAFER: Madam Chair.
   CHAIRMAN STEAD: Commissioner Schafer.
   CO-CHAIRMAN SCHAFER: Question for staff.

   Ethan, looking over the site plan right
now, I see the applicant has six -- two, four,
six -- 18-foot deep parking stalls in the back of the
development.

   Is there an opportunity here -- and I'm
thinking. My thought process here is that if we were
to require the detached sidewalk with planter strip,
to pick up a little bit of space, if they pushed the
townhomes, you know, back a bit, could they shorten up
that park -- those parking stalls to a 17-foot depth?
Is there an opportunity there to pick up a little bit
more room in order to push the buildings back a bit further from the street?

ETHAN MANSFIELD: Madam Chair, Commissioner Schafer, the Code does allow for 40 percent of spaces to be compact spaces, which are 7-and-a-half by 15 feet, so I -- you know, we counted those as compact spaces because they weren't full 20-foot spaces, so the applicant would be allowed to create 15-foot deep spaces there, pending of course Fire Department approval. So that may impact their ability to do that, and that would be a Fire Department discussion.

CO-CHAIRMAN SCHAFER: Madam Chair.

CHAIRMAN STEAD: Commissioner Schafer.

CO-CHAIRMAN SCHAFER: Follow-up question for the applicant.

Is the applicant amenable to something along those lines, looking at, you know, reducing the depth of some of those stalls in the back and picking up a little bit of room on that side of the development?

PENELOPE CONSTANTIKES: Madam Chair, Commissioner, one of the things I think we need to be mindful of is the Fire Department access, and I'm not sure that if we shift the townhouses west that we can preserve the radiuses and width that we need in order
to provide Fire service. And since those are
three-story structures, they have to be able to get a
ladder truck in there. So that's the only concern I
have with shifting the townhouses a little bit west to
increase the front yard. Probably will cause problems
with Fire access as a result.

CO-CHAIRMAN SCHAFER: Okay. Thank you.
COMMISSIONER GILLESPIE: Madam Chairman.
CHAIRMAN STEAD: Commissioner Gillespie.
COMMISSIONER GILLESPIE: Just one last question
from me for the applicant.

So you indicated in your testimony that
you'd be willing to require or you'd be acceptable of
a requirement to add trees to those front yards in
lieu of a setback. Are you -- does that --

STEVE MARTINEZ: Absolutely.
COMMISSIONER GILLESPIE: Okay. Thank you.
CHAIRMAN STEAD: Do we have any further
discussion on this?
COMMISSIONER MOHR: Madam Chair.
CHAIRMAN STEAD: Commissioner Mohr.
COMMISSIONER MOHR: So it sounds like there's
mostly attached sidewalks on Vista. Are there any
locations kind of in the vicinity that are detached or
is it primarily dominated by attached sidewalks?
ETHAN MANSFIELD: Madam Chair, Commissioner Mohr, there -- you are correct. Most of Vista is attached. As it redevelops, we hope to see fewer attached and more detached sidewalks, just to create that safer pedestrian space as indicated -- that's something that the Comprehensive Plan desires.

The closest attached sidewalks that I could find were several blocks north along the Albertsons, and as the applicant notes, that is a commercial space fronted by parking.

COMMISSIONER MOHR: Thank you.

CHAIRMAN STEAD: Okay.

PENELOPE CONSTANTIKES: Madam Chair.

CHAIRMAN STEAD: Yes.

PENELOPE CONSTANTIKES: I have one more comment.

CHAIRMAN STEAD: Okay. Is it in relation to that question?

PENELOPE CONSTANTIKES: No. It has to do with -- well, it has to do with the sidewalk, the width of the sidewalk.

CHAIRMAN STEAD: Okay.

PENELOPE CONSTANTIKES: So with a 7-foot wide sidewalk -- I don't believe there are bike lanes on Vista Avenue. So with a 7-foot sidewalk, you can actually accommodate pedestrians and bicyclists
simultaneously, as -- and if you're on a 5-foot wide sidewalk and there's a bicyclist, I personally get off my bike and wait for them to pass, but most folks don't. So there's a geometry to having a 7-foot wide, attached sidewalk that would accommodate those two user types simultaneously, more comfortably.

CHAIRMAN STEAD: Okay. Thank you.

PUBLIC TESTIMONY

CHAIRMAN STEAD: Okay. Is there anybody from the public that would like to testify on this item tonight?

Please virtually raise your hand.

Okay. Seeing none.

REBUTTAL

CHAIRMAN STEAD: Would the applicant like to rebut?

PENELOPE CONSTANTIKES: Thank you, Madam Chair. We don't have anything to add, I don't believe. Happy to answer any follow-up questions.

CHAIRMAN STEAD: Thank you. Okay.

MOTIONS

CHAIRMAN STEAD: So then we will at this time close the public portion of the hearing, and the item is before the Commission.

COMMISSIONER GILLESPIE: Madam Chairman, I'll
get us started, just --

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: -- for discussion.

I really like the project in a lot of ways. I'll just try and fly the straight way and move that we approve PUD20-27 and S -- and recommend approval of SUB20-32 to the City Council for the reasons stated in the staff report and with all of the site-specific conditions as stated in the staff report, which includes an Item 2, which is a detached, 5-foot sidewalk.

CO-CHAIRMAN SCHAFER: Second.

COMMISSIONER GILLESPIE: Again, I'm open to differing views, but I just want to get the ball rolling.

CHAIRMAN STEAD: Do we have a second?

CO-CHAIRMAN SCHAFER: Second.

CHAIRMAN STEAD: Second from Commissioner Schafer.

Discussion?

CO-CHAIRMAN SCHAFER: Sorry. I was [unintelligible].

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: I'm pretty ambivalent.

I could go either way. I actually think from the
point of view of enjoyment of the front yards, you
know, that 6- or 8-foot detached section with trees in
it is kind of like front yard. There's a sidewalk
there. I'm not sure it makes a lot of difference. I
think it's more important, frankly, that there are
trees along that line, either in the front yards or in
the detached section. So I can go whichever way the
Commission's pleasure is on the sidewalk.

I think it's great. Great development.

And I'm really -- I thank you guys for bringing it
forward.

CO-CHAIRMAN SCHAFER: Madam Chair.

CHAIRMAN STEAD: Commissioner Schafer.

CO-CHAIRMAN SCHAFER: I, too, am strongly in
favor of the project. I agree with the applicant.
It's a great project for this location. It's ideal to
have a mix of ownership and apartments there. It's an
underutilized parcel currently. It's a perfect
location near commercial and services.

I also, too, am a little bit ambivalent
about the sidewalk. I do think I agree with the
applicant that Fire access off the alley of course is
important, but I do believe that there is space in the
back of the development where they could -- they have
an opportunity, I think, to pick up a little bit more
room and push those buildings a little bit further
back to the west to allow for the detached sidewalk
and still have some front yard space.

I'm always -- my OCD, you know. I always
have a little struggle with the sidewalk being
detached in some areas and attached in others and a
different width here and a different width there. So
I think in this case, though, and with -- I foresee
probably more redevelopment happening on Vista, where
detached sidewalks are probably going to be the norm.
So I would like to -- I'm leaning that direction right
now, which is why I supported the motion from
Commissioner Gillespie, but I'm also open to more
discussion from the fellow Commissioners.

COMMISSIONER STEVENS: Madam Chair.

CHAIRMAN STEAD: Commissioner Stevens.

COMMISSIONER STEVENS: Yeah. I'm not ambivalent
about the sidewalks at all. In fact, I'm very much in
favor of a detached sidewalk.

Sorry, Bob. I see you laughing.

I think the Vista entrance to our city is
a critical entrance. It's been -- it has -- it's
basically how most people who arrive in our city get
to the downtown. And it's -- you know, it's been
named -- it's got names, and I forget what all the
designations are of that entrance, but I think it's really critical. And we know how much work has been gone -- has gone into the neighborhood in recent years with regard to the revitalization efforts, which of course is the reason that this fabulous project is before us now.

So I think because of that, it's time we doubled down and we make sure that the projects that we put in are right. And aesthetically as we come down Vista to our city and as we exit our city, it's really critical that the aesthetic is there. And we have some very serious mistakes from the '60s and '70s to make up for on Vista Avenue.

And so I was really grateful for Bob asking about the parking spots in the back, because I saw that, too, but didn't quite know how to ask the question. And I think I'm -- I feel that looking at those dimensions, there's, I think, enough room with those currently being 18 feet to -- you know, if they can go down to 15 feet or at least some of them, I think there's going to be enough room to accommodate.

So again, not ambivalent at all. I feel really strongly that this area needs to be improved because of its prominence to the entrance to our city, and I just applaud Penelope and her client for a great
And I hope that you understand the City's reasoning behind this.

I'll be supporting the motion.

COMMISSIONER MOHR: Madam Chair.

COMMISSIONER BRATNOBER: Madam Chair.

CHAIRMAN STEAD: Commissioner Mohr and then Commissioner Bratnober.

COMMISSIONER MOHR: I totally want to echo everything that has been said, and also in the staff report, to reiterate -- you know, I think in one of the items it noted that it was one of the most heavily used transit routes in the valley. With that being the case, you know, adding more housing, the assumption would be that it would be -- become more heavily used. And that kind of makes me lean towards having a safer route to this transit route and encouraging that detached sidewalk and that buffer between the vehicles, as well.

CHAIRMAN STEAD: Commissioner Bratnober.

COMMISSIONER BRATNOBER: Thank you.

Yeah. And I -- I'm kind of leaning the other way. Because I -- while I appreciate and agree with the comments made by Commissioner Stevens, I'm also looking at the other side of that coin, which is
the owners of those places and what happens with their front yard. Right now we've got a perfectly good sidewalk there. The jog, well, you know, we have jogs and so on and so forth. That's certainly not a deal-killer. But I'm just concerned about that front yard, so that's where I have a hard spot on this thing.

I understand the need for detached sidewalks. I look around there. I see some areas that probably will be redeveloped, but then I also see a bunch that probably are not as well, so that's where my thinking comes from.

Thank you.

CHAIRMAN STEAD: Okay. So -- okay. So we have a motion to approve PUD20-27 and SUB20-32.

COMMISSIONER GILLESPIE: Madam Chairman.

CHAIRMAN STEAD: Commissioner Gillespie.

COMMISSIONER GILLESPIE: With the seconder's permission, can I also add CVA20-29, so all -- wait.

Sorry. Never mind. Wrong channel.

CHAIRMAN STEAD: You may not.

ROLL CALL

CHAIRMAN STEAD: Okay. So again, this is to approve with the terms and conditions as outlined currently in the staff report, PUD20-27 and SUB20-32.
Will the clerk please call the vote.

THE CLERK: Stead.

CHAIRMAN STEAD: Aye.

THE CLERK: Schafer.

CO-CHAIRMAN SCHAFER: Aye.

THE CLERK: Blanchard.

COMMISSIONER BLANCHARD: Aye.

THE CLERK: Mohr.

COMMISSIONER MOHR: Aye.

THE CLERK: Stevens.

COMMISSIONER STEVENS: Aye.

THE CLERK: Gillespie.

COMMISSIONER GILLESPIE: Aye.

THE CLERK: Bratnober.

COMMISSIONER BRATNOBER: Nay.

THE CLERK: Motion carries. Six in favor. One opposed.

(End transcription at 2:47:08 of audio file.)

-o0o-
Summary
The applicant is requesting a conditional use permit for a planned residential development comprised of 7 attached townhomes and 9 multi-family units on 0.59 acres in a R-3D (High Density Residential with Design Review) zone. A preliminary plat comprised of 8 buildable lots and 1 common lot is also included.

Prepared By
Ethan Mansfield, Associate Planner

Recommendation
Approval with conditions

Reason for the Decision
Planned Unit Development
The project complies with Boise City Code Section 11-03-04.7 (Planned Unit Development). The project is compatible with the surrounding neighborhood and the uses reasonably expected to develop therein. With attached single-family and multi-family units, this development is well-positioned to complement the diverse mix of uses in the area. Correspondence received from commenting agencies confirm that 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 proposed use and the project will not adversely affect other property in the vicinity, as it complies with the dimensional requirements of the R-3D zone along the perimeter of the site. Consistency with the Citywide Design Guidelines will be ensured through a formal Design Review process. The addition of attached single-family homes and a multi-family product will increase the diversity of housing types along this busy community gateway corridor (Principle GDP-MU.2, Goal NAC7.1, Goal NAC2.2, Goal CB-CCN 3.2, Goal CB-CCN 3.3, Principle IDP-MU.1) and is supported by Goal CC1.1 and Principle GDP-MU.6, which encourage infill development in order to reduce vehicle miles traveled and avoid costly extensions of transportation infrastructure.

Subdivision
As further detailed in the project report, the applicant’s proposal complies with Boise City Code Section 11-03-04.4 (Subdivisions Plat). As conditioned, the submitted preliminary plat is consistent with the Development Code and the Comprehensive Plan.

This report includes information available on the Boise City Website. The entire public record, including additional documents, can be viewed through PDS Online.
June 29, 2020

City of Boise Planning & Development Services
Boise City Hall
150 N. Capital Blvd.
Boise, ID 83702

RE: 1821, 1815 AND 1809 SOUTH VISTA AVENUE
PLANNED UNIT DEVELOPMENT / SUBDIVISION

Dear Staff:

The applicant and project team are pleased to present for review and approval Carter John Subdivision and Planned Unit Development. The PUD is composed of two housing types – 7 townhomes on individual lots and a 9 unit multi-family building. Carter John Subdivision is an 8-lot subdivision including 1 common lot to provide parking and garage access to the townhomes off the alley.

Waivers of the Subdivision Ordinance are requested for reduced lot sizes and interior setbacks, and reduction of the street side buffers to 15-feet.

Highlights of the project include:

- Proximity to the Community Activity Center at Overland Road and Vista Avenue.
- Walkability to grocery story, banking, eating out, and pharmacy services, as well as other services.
- Encourages pedestrian oriented access to commercial and retail services.
- Provides opportunities for residents to walk or use transit to shop, for services and jobs.
- Higher Density Residential along the Vista Avenue Corridor as indicated in CB-CCN 1.5 in Blueprint Boise.
- Mixed Use designation includes high density residential.
- The project assembles 3 parcels that include 9 lots.
- Project site is located in a Central Bench Area of Change with designation of Significant New Development / Redevelopment Anticipated.
- The project is transit supportive with easy access to Downtown Boise for transit to other locations in the Treasure Valley as well as westbound on Overland Road.
- Density proposed is slightly below R-3 density.
- Drive isle combined with pavers as shown on Site Plan with Details supports Fire Department access.
- Provides stylistically divergent character and mix of housing types to Vista Avenue Streetscape,
- Utilizes alley access and provides 22-feet of backing.
- Plaza amenity unifies housing types and 80% of bike parking is covered.
Updates and improves bus stop.
Height transition to north.
Parking exceeds minimum standard.
Architecturally attractive and housing types unified through color, material and design.

Upon staff assignment for project review a more detailed project description will be provided.

Please do not hesitate to contact me if you have questions or if additional materials are needed.

Best regards,

RILEY PLANNING SERVICES LLC

[Signature]

Penelope Constantikes
Principal
SITE LAYOUT

BUILDINGS:
(7) TOWNHOME UNITS
(1) ONE BEDROOM TWO STORY
(6) TWO BED THREE STORY

(9) APARTMENTS (3 PER FLOOR)

TOTAL: 16 UNITS ON SITE

PARKING:
1.5 - 2 GARAGE PARKING PER 7 TOWNHOMES
12 PARKING STALLS (1 ADA)

SITE CHARACTERISTICS:
LOT AREA: 27,160 SF
BUILDING AREA: 7,758 SF
SITE PAVING AREA: 7,386 SF
OPENSPACE: 12,016 SF

5 PARKING STALLS

20' - 0"
17' - 6 29/32" 
26' - 5 7/32"
46' - 2 1/2"
15' - 0"
20' - 0"
75' - 6 27/32"
23' - 6" 
20' - 3 5/8"
75' - 0"

MAIN FLOOR: 3,230 SF

12 PARKING STALLS

37' - 6"
5' - 8 5/8"
21' - 6"
18' - 0"
20' - 0"
7' - 6"

1809 1815

22' - 0"
15' - 0"
49' - 10"
4' - 8"
5' - 0"
7' - 0"

78' - 0"
16' - 6"
4' - 1"
40' - 10" 
15' - 0"
12' - 0"
5' - 0"

TIMBERLINE CONSTRUCTION LTD.

TRADEWINDS BUILDING COMPANY

TRADEWINDS MULTI-FAMILY

S Vista Ave

NEUDESIGN ARCHITECTURE, LLC

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DRAWN BY

SITE LAYOUT

BUILDINGS:
(7) TOWNHOME UNITS
- (1) ONE BEDROOM
  - TWO STORY
- (6) TWO BED
  - THREE STORY
(9) APARTMENTS (3 PER FLOOR)
TOTAL: 16 UNITS ON SITE

PARKING:
1.5 - 2 GARAGE PARKING PER 7 TOWNHOMES
12 PARKING STALLS (1 ADA)

SITE CHARACTERISTICS:
LOT AREA: 27,160 SF
BUILDING AREA: 7,758 SF
SITE PAVING AREA: 7,386 SF
OPENSPACE: 12,016 SF

5 PARKING STALLS
20' - 0"
17' - 6 29/32"
26' - 5 7/32"
46' - 2 1/2"
15' - 0"
20' - 0"
54' - 6 5/16"
23' - 6"
20' - 3 5/8"
75' - 6 27/32"
23' - 6"

MAIN FLOOR: 3,230 SF
12 PARKING STALLS
37' - 6"
5' - 8 5/8"
21' - 6"
18' - 0"
20' - 0"
7' - 6"
1809
1815
1821

7' - 2 1/2"
39' - 0"
15' - 0"
18' - 0"
18' - 0"
18' - 0"
18' - 0"
18' - 0"
18' - 0"
5' - 0"
5' - 0"
10' - 0"

MAIN FLOOR: 4,528 SF
78'
7' - 0"
BUILDINGS:
- 7 TOWNHOME UNITS
  - 1 ONE BEDROOM
  - 2 TWO STORY
  - 6 TWO BED
    - 3 THREE STORY
- 9 APARTMENTS (3 PER FLOOR)
  - TOTAL: 16 UNITS ON SITE

PARKING:
- 1.5 - 2 GARAGE PARKING PER 7 TOWNHOMES
- 12 PARKING STALLS (1 ADA)

SITE CHARACTERISTICS:
- LOT AREA: 27,160 SF OR 0.62 ACRES
- BUILDING AREA: 7,758 SF OR 29%
- SITE PAVING AREA: 7,386 SF OR 27%
- LANDSCAPE: 7,912 SF OR 29%
- OPENSPACE: 12,016 SF OR 44%
1. THE EXISTING TREES TO BE REMOVED THAT REQUIRE MITIGATION ARE AS FOLLOWS FROM THE INTERIOR OF THE SITE (AS NOTED ON PLAN):

- (1) 4" CAL. WALNUT
- (1) 4" CAL. MAPLE (100% DEAD) - NO MITIGATION REQUIRED

TOTAL CALIPER INCHES REQUIRED FOR MITIGATION = 4 CALIPER INCHES

EXISTING TREES TO BE REMOVED THAT DO NOT REQUIRE MITIGATION ARE AS FOLLOWS:

- (5) 4" CAL. ELM
- (1) 6" CAL. ELM
- (2) 8" CAL. ELM
- (2) 12" CAL. ELM

TOTAL CALIPER INCHES = 66 CALIPER INCHES

EXISTING CALIPER INCHES NOT REQUIRED USED FOR MITIGATION

2. THE METHOD OF MITIGATION WILL BE TO PLANT 3 ADDITIONAL 2" CALIPER TREES (SEE PLANT SCHEDULE). THIS RESULTS IN AN ADDITIONAL 6 CALIPER INCHES, NOT INCLUDING THE CALIPER INCHES OF THE REQUIRED PROPOSED TREES.
**FINISH LEGEND**

Note: Finishes listed below are to establish a budget and are not the final selections.

**FINISH FLOOR**
100'-0"

**SECOND FLOOR**
110'-0"

**THIRD FLOOR**
120'-0"

**T.O. PLATE**
129'-0"

---

**STUCCO SIDING**

- MFR: SHERWIN WILLIAMS
- COLOR NAME: LIGHT FRENCH GRAY
- COLOR NO: SW 0055

**VERTICAL BATTEN BOARD SIDING**

- MFR: BEHR
- COLOR NAME: DARK WALNUT
- COLOR NO: PPF-51

---

**STUCCO SIDING**

- MFR: SHERWIN WILLIAMS
- COLOR NAME: LIGHT FRENCH GRAY
- COLOR NO: SW 0055

---

**STACKED BRICK VENEER**

- MFR: BRICKIT
- STYLE: WIRECUT
- COLOR NAME: COFFEE

---

**STUCCO SIDING**

- MFR: SHERWIN WILLIAMS
- COLOR NAME: SNOWBOUND
- COLOR NO: SW 7004

**HORIZONTAL LAP SIDING**

- MFR: SHERWIN WILLIAMS
- COLOR NAME: SUMMIT GRAY
- COLOR NO: SW 7669

**10" WOODEN TRIM AND FASCIA**

- PAINT MFR: SHERWIN WILLIAMS
- COLOR NAME: LIGHT FRENCH GRAY
- COLOR NO: SW -0055

**TRIM**

- COLOR NAME: LIGHT FRENCH GRAY
- COLOR NO: SW -0055

**30 YR. ARCHITECTURAL SHINGLES**

**FINISH LEGEND**

**NOTE:** Finishes listed below are to establish a budget and are not the final selections.
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TRADWINDS BUILDING COMPANY
TRADWINDS TOWNHOMES

3-D RENDERINGS

A-901

Packet Pg. 492

VIEW OF SITE LOOKING NORTHWEST

APARTMENT COMPLEX AT SOUTHWEST CORNER OF SPAULDING AND VISTA
SOUTHEAST CORNER OF SPAULDING AND VISTA DIAGONAL FROM SITE

APARTMENT SOUTH OF SITE ACROSS SPAULDING
APARTMENT COMPLEX – LOOKING SOUTHWEST FROM CORNER OF VISTA AND SPAULDING

APARTMENT COMPLEX PARKING LOT LOOKING SOUTH FROM ALLEY ALONG REAR OF SUBJECT SITE
VIEW OF ALLEY FROM SPAULDING LOOKING NORTH

NORTHEAST CORNER OF SPAULDING AND VISTA EAST OF SITE
LOOKING NORTHWEST ACROSS 1815 S. VISTA AVENUE

EAST OF 1815 S. VISTA – ACROSS FROM SITE
VIEW ACROSS VISTA AVENUE TO NORTHEAST

WEST SIDE OF ALLEY NORTHWEST OF SITE
VIEW ACROSS ALLEY ALONG SOUTH BOUNDARY OF SITE

WEST SIDE OF ALLEY ADJACENT TO SUBJECT SITE

LAND USE PLANNING • DUE DILIGENCE • INDIVIDUAL ASSESSMENTS
VIEW OF SITE LOOKING SOUTHEAST

WEST SIDE OF ALLEY LOOKING SOUTH TOWARDS APARTMENT COMPLEX
RESIDENCE ACROSS ALLEY FROM 1821 S VISTA LOOKING NORTHWEST

VIEW TO NORTHWEST ACROSS SPAULDING ADJACENT TO 1821 S VISTA

LAND USE PLANNING • DUE DILIGENCE • INDIVIDUAL ASSESSMENTS
## Property Information

**Address**
- **Street Number:** 1821, 1815 and 1809
- **Prefix:** S
- **Street Name:** Vista
- **Block:** 17
- **Lot:** 15-23
- **Section:** 21
- **Township:** 3N
- **Range:** 2E
- **Zoning:** R-3D
- **Subdivision name:** Eagleson Park Addition
- **Parcel Number:** R2024301660
- **Additional Parcel Numbers:** R2024301690 & R2024301700

## Primary Contact

- **Who is responsible for receiving e-mail, uploading files and communicating with Boise City?**
  - [X] Applicant/Representative
  - [ ] Applicant
  - [ ] Owner

## Applicant Information

- **First Name:** Steve
- **Last Name:** Martinez
- **Company:** Tradewinds General Contracting
- **Address:** 9165 W. State Boise ID 83714
- **E-mail:** penelope@rileyplanning.com
- **Phone Number:** 208.908.1609
- **Cell:**
- **Fax:**

## Agent/Representative Information

- **First Name:** Penelope
- **Last Name:** Constantikes
- **Company:** Riley Planning Services LLC
- **Address:** P.O. Box Boise ID 83701
- **E-mail:**
- **Phone Number:**
- **Cell:**
- **Fax:**

## Owner Information

- **Same as Applicant?** [X] No
- **First Name:** Steve Martinez
- **Last Name:** Jeffrey Christianson
- **Company:**
- **Address:** 9165 W. State / 2200 S. Orchard Boise ID 83714 / 83705
- **E-mail:**
- **Phone Number:**
- **Cell:**
- **Fax:**
1. Neighborhood Meeting Held (Date):
   May 2, 2020

2. Neighborhood Association:
   Vista Neighborhood Association

3. Comprehensive Planning Area:
   Central Bench

4. This application is a request to construct, add or change the use of the property as follows:
   9 lot subdivision: 7 townhome lots; 1 lot for 9 unit multi-family building; 1 common lot for parking / open space & plaza, bike parking, etc.

5. Size of Property:
   [ ] Acres  [ ] Square Feet  According to land surveyor.

6. Water Issues:
   A. What are your fire flow requirements? (See International Fire Code):
      TBD  gpm

   B. Number of hydrants (show location on site plan):
      Note: Any new hydrants/hydrant piping require Suez Water approval.
      Number of Existing:  0
      Number of Proposed:  2

   C. Is the building "sprinklered"?
      [ ] Yes  [ ] No

   D. What volume of water is available? (Contact SUEZ (208) 362-7354):
      2000  gpm

7. Existing uses and structures on the property are as follows:
   3 older single family residences

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:
   N/A

9. Adjacent property information:

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<th>South:</th>
<th>East:</th>
<th>West:</th>
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<td>2</td>
<td>R-3D</td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>1</td>
<td>C-2D</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>1 &amp; 2</td>
<td>R-1C</td>
<td></td>
</tr>
</tbody>
</table>
10. Non-Residential Structures:

A. Number of Proposed non-residential structures: 0

Square footage of proposed non-residential structures or additions (if 5+ floors, attach narrative with chart):

<table>
<thead>
<tr>
<th>Gross Square Feet</th>
<th>Net Leasable Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Floor</td>
<td></td>
</tr>
<tr>
<td>2nd Floor</td>
<td></td>
</tr>
<tr>
<td>3rd Floor</td>
<td></td>
</tr>
<tr>
<td>4th Floor</td>
<td></td>
</tr>
</tbody>
</table>

B. Maximum Proposed Height:

C. Number of stories:

D. Number of EXISTING non-residential structures to remain:

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></td>
</tr>
<tr>
<td>2nd Floor</td>
<td></td>
</tr>
<tr>
<td>3rd Floor</td>
<td></td>
</tr>
<tr>
<td>4th Floor</td>
<td></td>
</tr>
</tbody>
</table>

E. Existing Structure Height(s):

F. Number of Stories:

11. Residential Structures:

A. Number of Proposed residential units (if applicable): 16

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>10</td>
<td>6,360</td>
</tr>
<tr>
<td>Two-Bedroom:</td>
<td>6</td>
<td>7,554</td>
</tr>
<tr>
<td>Three-Bedroom:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Number:</td>
<td>16</td>
<td>13,914 + 2,256 garages</td>
</tr>
</tbody>
</table>

C. Number of Existing units to remain: 0

D. Maximum Proposed Structure Height(s): 34

E. Number of Stories: 2 & 3
12. Site Design:
   A. Percentage of site devoted to building coverage: 30
   B. Percentage of site devoted to landscaping: 29
   C. Percentage of site devoted to paving: 33
   D. Percentage of site devoted to other uses: 8 - walkways, plaza, bike parking, updated bus stop, etc.
   E. Describe other use:

13. Loading Facilities, if proposed (For Commercial uses only):
   Number: Location
   Size: Screening

14. Parking:
   A. Handicapped Spaces:
      Required Proposed
      1 Handicapped Spaces: 1
   B. Parking Spaces:
      sf - 14: apts 9 + 1 guest Parking Spaces: Garages - 13-14; surface 17 = 30
      9 Bicycle Spaces: 10
   D. Proposed Compact Spaces:
      6
   E. Restricted (assigned, garage, reserved spaces) parking spaces proposed: N/A
   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>Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed</td>
<td>Required</td>
</tr>
<tr>
<td>Front: 15' Vista and Spaulding</td>
<td>30' adjacent to arterial</td>
</tr>
<tr>
<td>Rear: Greater than 20'</td>
<td>Provides 22' of backing</td>
</tr>
<tr>
<td>Side 1: North - 10' for 2 story</td>
<td>10'</td>
</tr>
<tr>
<td>Side 2: Spaulding - 15'</td>
<td>Spaulding 20'</td>
</tr>
</tbody>
</table>

16. Waivers Requested:
   A. Lot size: ☒ Yes ☐ No Description: Townhome lots range from 1,404 - 1,501
   B. Internal Setbacks: ☒ Yes ☐ No Description: Townhomes are attached.
   C. Frontage: ☒ Yes ☐ No Description: Waiver of arterial road 30-foot buffer, and local street buffer, as needed.
17. Sidewalks:
   Proposed:  X Attached   □ Detached  7 foot wide
   Adjacent:  X Attached   □ Detached  5 foot wide adjacent to site

18. Amenities:
   Number:  
   Description: Plaza between townhomes and apartments with tables; upgraded bus stop; 80% covered bike storage (10 total)

19. Density:
   Allowed Density:  43.5 x 0.62 = 26.97
   Proposed Density:  25.81

20. Building Exterior:  Both Townhomes and Multi-Family - Preliminary Materials and Colors
<table>
<thead>
<tr>
<th>Materials</th>
<th>Colors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof: Architectural Shingle</td>
<td>Complementary</td>
</tr>
<tr>
<td>Walls: TBD / Stucco; Lap Siding</td>
<td>TBD / Stucco: light - medium gray; Lap: Medium Gray &amp; Dark Walnut</td>
</tr>
<tr>
<td>Windows/Doors: TBD</td>
<td>Complementary</td>
</tr>
<tr>
<td>Fascia, Trim etc.: TBD / Stone Caddo &amp; Brick Veneer</td>
<td>TBD / Grays</td>
</tr>
</tbody>
</table>

   Subsurface with sand & grease trap

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
24. Street Layout:
   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    X 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    X No

   Are you proposing public street connection to adjacent properties?
   ○ Yes    X No

25. Solid Waste:
   A. Type of trash receptacles:
      □ Individual Can/Residential □ 3 Yd Dumpster □ 6 Yd Dumpster □ 8 Yd Dumpster □ Compactor Apartment Building - TBD

   B. Number of trash receptacles:
      □ 7 individual carts for townhomes; anticipate dumpster for apartments

   C. Proposed screening method:
      □ Individual townhomes - garage

   D. Is the proposed location accessible for collection? (Contact Boise Public Works at 384-3901.)
      □ Yes    X No

   E. Is recycling proposed?
      ○ Yes    X No    TBD

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. 513
Property Information

Address
Street Number: 1821, 1815 and 1809
Prefix: S
Street Name: Vista Avenue
Unit #: 
Subdivision Name: Eagleson Park Addition
Block: 17
Lot: 15-23
Section: 21
Township: 3N
Range: 2E
Zoning: R-3D
Parcel Number: R2024301660
Additional Parcel Numbers: R2024301690 & R2024301700

Primary Contact

Who is responsible for receiving e-mail, uploading files and communicating with Boise City?
☒ Agent/Representative ☐ Applicant ☐ Owner

Applicant Information

First Name: Steve
Last Name: Martinez
Company: Tradweinds General Contracting
Address: 9165 W. State Street
City: Boise
State: ID
Zip: 83714
E-mail: 
Phone Number: 
Cell: 
Fax: 

Agent/Representative Information

Role Type: ☑ Other
First Name: Penelope
Last Name: Constantikes
Company: Riley Planning Services LLC
Address: P.O. Box 405
City: Boise
State: ID
Zip: 83701
E-mail: penelope@rileyplanning.com
Phone Number: 208.908.1609
Cell: 
Fax: 

Owner Information

Same as Applicant? ☒ No ☐ Yes
(If yes, leave this section blank)
First Name: Steve Martinez / Jeffrey Christianson
Last Name: 
Company: 
Address: 9165 W. State / 2200 S. Orchard
City: Boise
State: ID
Zip: 83714 / 83705
E-mail: 
Phone Number: 
Cell: 
Fax: 

1. Type of Application:
   - Preliminary
   - Final
   - Preliminary/Final

2. Proposed Subdivision/Condominium Name:
   
   Carter John Subdivision

   Note: Must be approved by the Ada County Surveyor.

3. Cross Reference Files:
   Please list all previously approved or currently associated file(s):
   N/A

4. Subdivision/Condominium Features:
   - Number of buildable lots/units: 8 lots / 16 units
   - Buildable lots/units per acre: 25.81
   - Number of common lots/units: 1
   - Zoning Classification: R-3D
   - Total acres in subdivision: 0.62

5. Building Program:
   - Number of Existing Buildings: 3
   - Number of Existing Buildings to Remain: 0
     - Type of Existing Buildings:
       - Residential
       - Commercial
       - Industrial
       - Mixed Use
       - If Residential What Type? Single Family
     - Type of Proposed Buildings:
       - Residential
       - Commercial
       - Industrial
       - Mixed Use
       - If Residential What Type? Townhouse

6. Waivers or Modifications:
   Are any waivers/modifications being requested from the Subdivision Ordinance? □ Yes □ No
   
   If yes, please include a detailed explanation in your letter.
   An additional waiver/modification review fee must be paid at the time of submittal.

7. Private Streets:
   Are private streets proposed? □ Yes □ No
   
   If yes, please provide justification in the letter of explanation.
   An additional private street review fee must be paid at the time of submittal.
8. Public Streets:
   Number of new public streets proposed: 0

9. Floodways & Hillsides:
   Is any portion of this property located in a Floodway or a 100-
   year Floodplain? ☐ Yes ☐ No
   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 #112 Floodplain and/or #114 Hillside application and additional fee.

11. 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

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: [Signature]
Date: 10/09/2020
Planning Division Project Report

File Number  PUD20-00027 & SUB20-00032
Applicant    Steve Martinez, Tradewinds General Contracting
Property Address  1821 S Vista Avenue

Public Hearing Date  August 10, 2020
Heard by  Planning and Zoning Commission

Analyst  Ethan Mansfield, Associate Planner
Reviewed By  Céline Acord, Current Planning Manager

Public Notification
Neighborhood meeting conducted on:  May 13, 2020
Radius notices mailed to properties within 300 feet on:  July 24, 2020
Newspaper notification published on:  July 24, 2020
Applicant posted notice on site on:  July 26, 2020

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1. Project Data and Facts ................................................................. 2
2. Land Use .................................................................................. 2
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7. Analysis ...................................................................................... 6
8. Approval Criteria ......................................................................... 10
9. Recommended Conditions of Approval ...................................... 12

Exhibits
Agency Comments
1. Project Data and Facts

<table>
<thead>
<tr>
<th>Project Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owners</td>
</tr>
<tr>
<td>Agent/Representative</td>
</tr>
<tr>
<td>Location of Property</td>
</tr>
<tr>
<td>Size of Property</td>
</tr>
<tr>
<td>Zoning</td>
</tr>
<tr>
<td>Land Use Designation</td>
</tr>
<tr>
<td>Planning Area</td>
</tr>
<tr>
<td>Neighborhood Assoc./Contact</td>
</tr>
<tr>
<td>Procedure</td>
</tr>
</tbody>
</table>

Current Land Use

Three single-family homes

Description of Applicant’s Request

The applicant is requesting a conditional use permit for a planned residential development comprised of 7 attached townhomes and 9 multi-family units. A preliminary plat comprised of 8 buildable lots and 1 common lot is also included.

2. Land Use

Description and Character of Surrounding Area

The area surrounding the subject parcel epitomizes mixed use development. Within one block of the site exist single-family, duplex, and multi-family residential units; medical, veterinary, and law offices; a home-brewing supply store; and a used car dealership. The area is located one-fifth mile south of the intersection of Overland Rd and Vista St, within the Overland & Vista Community Activity Center, and is located just north of the Vista and Targee Neighborhood Activity Center. Vista Avenue is also a Gateway Street.

Community Activity Center Data (Activity Center Almanac)

Community Activity Centers are intended to serve the needs of a group of neighborhoods or entire community (0.5-mile radius). They are characterized as destinations that include grocery store anchors, moderate to high-density housing, office and service uses, and mixed-use development. The data provided below provides a snapshot of the Overland & Vista Community Activity Center.
### Adjacent Land Uses and Zoning

<table>
<thead>
<tr>
<th>Variable</th>
<th>Overland &amp; Vista Community Activity Center</th>
<th>Boise Citywide &amp; AOIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>3,741</td>
<td>227,531</td>
</tr>
<tr>
<td>Median Age</td>
<td>34.8</td>
<td>37.1</td>
</tr>
<tr>
<td>Average Household Size</td>
<td>2.2</td>
<td>2.4</td>
</tr>
<tr>
<td>Percent Owner / Renter Occupied</td>
<td>51.4% / 40.8%</td>
<td>56.1% / 36.2%</td>
</tr>
<tr>
<td>Housing Units/Acre</td>
<td>3.7</td>
<td>1.9</td>
</tr>
<tr>
<td>Bike Facilities</td>
<td>Federal Way Multi-Use Path Kootenai Neighborhood Bike Route Kootenai Street Bike Lane</td>
<td>227.34 miles of infrastructure</td>
</tr>
<tr>
<td>Autos per Household</td>
<td>1.7</td>
<td>1.8</td>
</tr>
<tr>
<td>Public Transit</td>
<td>R3 Vista R29 Overland</td>
<td>VRT (18 routes)</td>
</tr>
</tbody>
</table>

### History of Previous Actions

None

### 3. Project Proposal

#### Structure(s) Design

**Number and Proposed Use of Buildings**

One 9-unit multi-family building and 7 attached townhomes

**Number of Stories / Maximum Building Height**

Two- and Three-stories / 34’ to highest roof peak

**Unit Mix**

- 6 – 2-bedroom apartments
- 3 – 1-bedroom apartments
- 6 – 2-bedroom townhomes
1 - 1-bedroom townhome

**Fencing**

The applicant proposes a 6’ tall fence along the northern property boundary. A condition of approval will require wood or metal material to be used.

**PUD Required Open Space**

Over 100 square-feet of open space is provided for each dwelling unit.

---

### Dimensional Standards

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Proposed</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot Area</td>
<td>&gt;1,400 SF*</td>
<td>5,000 SF</td>
</tr>
<tr>
<td>Lot Width</td>
<td>&gt;18’*</td>
<td>50’</td>
</tr>
<tr>
<td>Street Frontage</td>
<td>&gt;18’*</td>
<td>30’</td>
</tr>
<tr>
<td>Internal Setbacks</td>
<td>0’ for townhomes and plaza*</td>
<td>5’</td>
</tr>
<tr>
<td>Density</td>
<td>27.1 units/acre</td>
<td>43.5 units/acre</td>
</tr>
</tbody>
</table>

*Waiver requested via PUD.

---

### Setbacks

<table>
<thead>
<tr>
<th>Building</th>
<th>Parking</th>
<th>Building</th>
<th>Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front (Vista Ave)</td>
<td>15’</td>
<td>&gt;58’</td>
<td>15’ to apartments; 30’ to townhomes</td>
</tr>
<tr>
<td>Street Side (Spaulding St)</td>
<td>15’</td>
<td>20’</td>
<td>15’</td>
</tr>
<tr>
<td>Interior Side (north)</td>
<td>10’</td>
<td>5’**</td>
<td>2-story building: 10’</td>
</tr>
<tr>
<td>Rear (alley)</td>
<td>&gt;32.5’</td>
<td>22’ of backup space</td>
<td>3-story building: 20’</td>
</tr>
</tbody>
</table>

** A condition of approval will require a landscape buffer of 5’ to the north property line from the proposed drive aisle (see Updated Site Plan).

---

### Parking

<table>
<thead>
<tr>
<th>Proposed</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Parking Spaces:</td>
<td>30</td>
</tr>
<tr>
<td>ADA Spaces:</td>
<td>1</td>
</tr>
<tr>
<td>Compact Spaces:</td>
<td>6</td>
</tr>
<tr>
<td>Bicycle Parking Spaces:</td>
<td>10</td>
</tr>
<tr>
<td>Parking Reduction Requested?</td>
<td>No</td>
</tr>
</tbody>
</table>

*Accessible parking space calculation excludes parking spaces within townhomes (15).
### 4. Development Code *(Boise City Code Title 11)*

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-03-04.4</td>
<td>Subdivision Plat Specific Procedures</td>
</tr>
<tr>
<td>11-03-04.7</td>
<td>Planned Unit Development Specific Procedures</td>
</tr>
<tr>
<td>11-04-03</td>
<td>Residential 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>
<tr>
<td>11-09-03</td>
<td>Subdivision Design Standards</td>
</tr>
</tbody>
</table>

### 5. Comprehensive Plan *(Blueprint Boise)*

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Goals, Objectives &amp; Policies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 2: City Wide Visions and Policies</td>
<td>Goal NAC2.2: Incorporate Housing</td>
</tr>
<tr>
<td></td>
<td>Goal NAC3.1: Infill Design Principles</td>
</tr>
<tr>
<td></td>
<td>Goal NAC3.2: Areas of Change and Stability</td>
</tr>
<tr>
<td></td>
<td>Goal NAC7.1: Mix of Housing</td>
</tr>
<tr>
<td></td>
<td>Goal NAC12: High-quality, Pedestrian-oriented Design</td>
</tr>
<tr>
<td></td>
<td>Goal CC1.1: Reduce Vehicle Miles Traveled</td>
</tr>
<tr>
<td></td>
<td>Goal CC2.1: Connectivity</td>
</tr>
<tr>
<td></td>
<td>Goal CC7.2: Design for Pedestrian Comfort</td>
</tr>
<tr>
<td></td>
<td>Goal CC9.2: Street and Transit Stop Design</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.3: Community Facilities</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-MU.4: Pedestrian Access and Orientation</td>
</tr>
<tr>
<td></td>
<td>Principle GDP-MU.6: Transit Access</td>
</tr>
<tr>
<td></td>
<td>Principle IDP-MU.1: Mix of Uses</td>
</tr>
<tr>
<td></td>
<td>Principle IDP-MU.2: Relationship to Surrounding Neighborhoods</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>Chapter 4: Central Bench</td>
<td>Goal CB-CCN 1.1: Designated Activity Centers</td>
</tr>
<tr>
<td></td>
<td>Goal CB-CCN 1.5: Vista Avenue Corridor</td>
</tr>
<tr>
<td></td>
<td>Goal CB-CCN 3.2: Mix of Housing Types</td>
</tr>
<tr>
<td></td>
<td>Goal CB-CCN 3.3: High Density Neighborhoods</td>
</tr>
</tbody>
</table>
6. Transportation Data

<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>Vista Avenue</td>
<td>117-feet</td>
<td>Principle Arterial</td>
<td>1,003</td>
<td>Better than &quot;E&quot;</td>
</tr>
<tr>
<td>Nez Perce Street</td>
<td>0-feet</td>
<td>Collector</td>
<td>127</td>
<td>Better than &quot;D&quot;</td>
</tr>
<tr>
<td>Spaulding Street</td>
<td>224-feet</td>
<td>Local</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Acceptable level of service for a five-lane principal arterial is “E” (1,780 VPH).
* Acceptable level of service for a two-lane collector is “D” (425 VPH).

The Ada County Highway District (ACHD) has approved the proposed subdivision with conditions to improve Spaulding Street and the alleyway adjacent to the subject parcels. The development is estimated to generate 55 additional vehicle trips per day (9 existing) and 7 additional vehicle trip per hour in the PM peak hour (1 existing). This is based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition. Vista Avenue south of Overland Road had an Average Daily Traffic Count (VDT) of 22,706 on 9/12/2019. Nez Perce Street west of Vista Avenue had a VDT of 2,059 on 6/26/2019. There are no current traffic counts for Spaulding Street, as it is a local roadway.

7. Analysis

The applicant is requesting a conditional use permit for a planned unit development comprised of 7 attached townhomes and a 9-unit multi-family complex at 1821, 1819, and 1815 S Vista Ave on 0.59 acres in an R-3D zone. Also included is a preliminary plat for a residential subdivision comprised of 8 buildable lots and one common lot. The area surrounding the subject parcel epitomizes mixed use development. Within one block of the site exist single-family, duplex, and multi-family residential units; medical, veterinary, and law offices; a home-brewing supply store; and a used car dealership. The area is located one-quarter mile south of the intersection of Overland Rd and Vista Ave, within the Overland & Vista Community Activity Center, and is located just north of the Vista & Targee Neighborhood Activity Center. The site is located within an area anticipated to experience infill and/or redevelopment in the foreseeable future (Goal NAC3.2).
**Planned Unit Development**

The applicant is requesting waivers from the standard requirements of lot widths, lot areas, lot frontages, and internal setbacks for the townhome lots and plaza located within the multi-family lot. Each of the internal townhome lots will be 18’-wide with 0’ setbacks to accommodate attached units. The northernmost townhome will be 2 stories high with an uncovered rooftop patio, while the 6 townhomes to the south will be 3 stories. This will allow for massing more similar to – and reduce the impact to – the existing single-family home on the development’s northern edge while meeting the required 10’ setback (Principle IDP-MU.2). Each of these waivers will facilitate a product that reflects the vision of Blueprint Boise better than the existing use or even the use of the land if developed by right (Mixed-Use Activity Centers, Goal NAC7.1, Principle GDP-MU.2, Principle GDP-MU.4, Principle GDP-MU.6, Principle IDP-MU.1, CB-CCN 3.2). With the exception of the northern-unit, the units will park themselves using attached 2-car garages. The northern one-bedroom unit will use a single-car garage and another space included within the 13-stall bank of parking associated with the apartments.
The 3-story multi-family building is located on the southern portion of the development and will contain a mix of 1- and 2-bedroom apartments. As with the townhomes, access to all parking will be taken off of the alley to the west. This arrangement not only allows for better streetscape design along Vista, but the additional distance serves to better mitigate impacts that the multi-family structure may have on the single-story units across the alley to the west of the development (Goal CC7.2, Goal NAC12, Goal NAC3.1, Principle IDP-MU.2, Principle GDP-CG.4, Principle GDP-CG.2). Eight bicycle spaces will be provided within a covered bicycle parking structure adjacent to the multi-family building. A condition of approval will ensure that the covered structure will be located outside of required setbacks and close to the entrance of the multi-family building. Two additional bicycle spaces will be provided within the plaza area.

The development includes 100 square-feet of open space per unit through a combination of patio, plaza, and landscaped lawn space. The developer will improve the existing transit stop to match the typology found elsewhere in the Vista Neighborhood. While the development will go through a Design Review process to assure compliance with the Citywide Design Standards and Guidelines, the design features of the project provide visual interest through modulation and unique architectural features.
The tree mitigation plan exceeds the BCC standards and there is only one tree – a 4"-caliper California Walnut – that will be removed and require mitigation. A condition of approval will require wood or metal fencing to screen the parking area from view along the adjacent northern boundary (Principle GDP-CG.2).

This development will enhance the diversity of both land uses (Mixed-Use Activity Centers, Principle IDP-MU.1, Goal CB-CCN 1.1, Goal CB-CCN 3.3) and housing options (Goal NAC 7.1, Principle GDP-MU.2, Goal CB-CCN 3.2) in the area by offering an attached single-family residential product alongside a multi-family, rental product. The project's location along a major bus route and proximity to services facilitates fewer single-occupancy vehicle trips by future occupants (Principle GDP-MU.6, Goal CC1.1).

Finally, the project complements the recent investment made by Boise City Housing and Community Development’s Energize Our Neighborhoods initiative (EON). EON spearheaded livability improvements in the Vista Neighborhood in 2014 that led to nearly $8 million of public investment through 2017. This project infuses the Vista Neighborhood with additional private investment in public facilities such as a bus stop and new sidewalks (Principle GDP-CG.1, Principle GDP-MU.4). This project exemplifies the power of public infrastructure improvements to stimulate private investment in an area where both public and private investment are desired.

**Subdivision and Connectivity**

The applicant also proposes a preliminary residential subdivision plat comprised of 8 buildable lots and 1 common lot. Typically, a 30'-wide landscape buffer is required for single-family residential lots located adjacent to arterial roadways. However, because the attached single-family units are alley-loaded, this buffer is not required. A 15' setback for the townhomes will provide a consistent streetscape presence across the development, as the multi-family building to the south has a 15' setback. The setback is also consistent with the Comprehensive Plan in that it brings buildings near the street and allows for parking behind buildings (Principle GDP-CG.2, Principle GDP-MU.4)

Finally, while the applicant proposes 7'-wide attached sidewalks, the Planning Team recommends that detached sidewalks be installed. The applicant contends that a detached sidewalk will be too close to the face of the townhomes. While this consideration may have merit, the design of the townhomes is such that the street presence along an arterial roadway is an important aspect of the development, and, as such, several feet will be inconsequential to the success of the project. Importantly, detached sidewalks will buffer pedestrians and minimize potential vehicle-pedestrian conflict along the Vista Gateway, which experiences a relatively high volume of traffic.
(Goal CC7.2). Finally, as the parcels to the north redevelop, a full block of continuous detached sidewalk would be possible. A sidewalk easement will be required on the final plat if detached sidewalks are implemented.

Summary
With the recommended conditions of approval, the proposed development will add activity and vibrancy to the surrounding neighborhood while maintaining a scale that is compatible to the existing neighborhood (Goal NAC2.2, Principle IDP-MU.2). Finally, this project adds a diversity of housing units in an area that is near existing services, a goal of both the Comprehensive Plan (Goal CC1.1) and the Mayor’s A Home for Everyone initiative. As such, the Planning Team recommends approval of the conditional use permit and the subdivision.

8. Approval Criteria

Planned Unit Development (11-03-04.07(C7))

i. The location is compatible to other uses in the general neighborhood;

The project is compatible with the surrounding neighborhood and the uses reasonably expected to develop therein. Within one block of the site exist single-family, duplex, and multi-family residential units; medical, veterinary, and law offices; a home-brewing supply store; and a used car dealership. The area is located one-quarter mile south of the intersection of Overland Rd and Vista St, within the Overland & Vista Community Activity Center, and is located just north of the Vista and Targee Neighborhood Activity Center. Vista Avenue is also a Gateway Street. With attached single-family and multi-family units, this development is well-positioned to complement the diverse mix of uses in the area.

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. The alleyway to access the parking on the site will be paved, and the development will include an improved bus stop along one of the most heavily-used routes in the Valley Regional Transit system.

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, as it adheres to the density and perimeter setback requirements of the R-3D zone. The development includes 100-square-feet of open space per unit through a combination of patio, plaza, and landscaped lawn space. Adequate parking is provided by a
combination of private garages and surface parking accessed of the alleyway. A detached sidewalk will be required to be placed within an easement along the Vista Avenue right-of-way.

iv. The proposed use, if it complies with all conditions imposed, will not adversely affect other property of the vicinity;

With the attached conditions, the development will not adversely affect other property in the vicinity. Landscaping and a solid wood or metal fence will screen the development from the single-family home to the north. As parking will be accessed from the alley in the rear of the development, over 47' of space will be provided from the multi-family building to the adjacent property’s nearest boundary. This will mitigate impacts that the multi-family structure may have on the single-story units across the alley to the west of the development. The ingress/egress to the subject parcels exist within the alleyway, which limits adverse impact to both vehicular and bicycle/pedestrian traffic along Vista Avenue. Finally, the project complies with dimensional requirements of the R-3D zone along the perimeter of the site.

v. The proposed use is in compliance with the Comprehensive Plan.

The development is in compliance with the Comprehensive Plan. The development fulfills the objectives of Infill Development found in Blueprint Boise in that it complements and reflects the character of the neighborhood (Goal NAC3.1, Goal NAC3.2). The addition of attached single-family homes a multi-family product will increase the diversity of housing types along this bustling community gateway (Principle GDP-MU.2, Goal NAC7.1, Goal NAC2.2, Goal CB-CCN 3.2, Goal CB-CCN 3.3, Principle IDP-MU.1) The project is supported by Goal CC1.1 and Principle GDP-MU.6, which encourage infill development in order to reduce vehicle miles traveled and avoid costly extensions of transportation infrastructure. Finally, the addition of 13 net new dwelling units will allow additional individuals and families to have a home in the most livable city in the country (Goal NAC7.1).

vi. A multi-family building (any building containing more than two residential units) is designed to comply with the Citywide Design Standards and Guidelines.

While the development will go through a Design Review process to assure compliance with the Citywide Design Standards and Guidelines, the design features of the project provide visual interest through modulation and unique architectural features. The tree mitigation plan exceeds the BCC standards. Only one tree scheduled for removal will require mitigation. A condition of approval will require wood or metal fencing to screen the parking area from view along the adjacent northern boundary (Principle GDP-CG.2).
9. Recommended Conditions of Approval

Site Specific

1. Compliance with plans and specifications submitted to and on file in the Planning and Development Services Department dated received June 30, 2020 and the updated site plan on July 28, 2020, except as expressly modified the following conditions:

2. The applicant shall construct a detached 5’ sidewalk along the Vista Avenue street frontage. Contact ACHD prior to beginning any work.

3. The enclosed bicycle parking area shall be placed outside of any required setback.

4. A closed-vision wood or metal fence shall be installed along the property’s northern boundary.

5. A bus stop shall be provided subject to Valley Regional Transit’s specifications.

6. An associated Design Review application shall be approved prior to approval of building permits.

Agency Requirements

7. The applicant shall comply with the requirements of the following agencies as identified in their submitted memos:

   a. Ada County Highway District; and
   b. Central District Health Department (July 24, 2020); and
   c. Boise City Fire Department; and
   d. Drainage District No. 3 (July 17, 2020); and
   e. Boise Project Board of Control (July 13, 2020); and
   f. New York Irrigation District (July 13, 2020); and
   g. Boise City Building Division (July 16, 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. Drainage (July 10, 2020); and
   b. Sewer (July 10, 2020); and
   c. Irrigation (July 13, 2020); and
   d. Street Lights (July 10, 2020); and
   e. Solid Waste (July 16, 2020).
Please contact BCPW at 208-608-7150. All items required by BCPW shall be included on the plans/specifications that are submitted for a Building Permit. Please note that any changes or modifications by the owner to the approved plans must be submitted to the Public Works Department for approval.

**Subdivision:**

9. An easement containing space reserved for a detached sidewalk shall be shown on the final plat. Contact ACHD to finalize the location of the detached sidewalk.

10. The following notes shall be placed on the face of the Final Plat stating:

   a. The development of this property shall be in compliance with the Boise Development Code or as specifically approved by PUD20-00027 and SUB20-00032.

   b. Minimum building setbacks shall be in accordance with the City of Boise applicable zoning and subdivision regulations, unless otherwise approved by PUD20-00027, at the time of issuance of individual building permits.

11. 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.

12. The name, **Carter John Subdivision**, shall be reserved and shall not be changed unless there is a change in ownership, at which time, the new owner(s) shall submit their new name to the Ada County Engineer for review and reservation. Should a change in name occur the applicant shall submit, in writing from the Ada County Engineer, the new name to the Planning and Development Services Department and re-approval by the Council of the "Revised" Final Plat shall be required. The developer and/or owner shall submit all items including fees, as required by the Planning and Development Services Department, prior to scheduling the "Revised" Final Plat for public hearing.

13. 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).
14. A letter of acceptance for water service from the utility providing the same is required (B.C.C. 11-09-04.3).

15. Developer shall provide utility easements as required by the public utility providing service (B.C.C. 11-09-03.6).

16. 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

17. A letter from the appropriate school district is required stating, "The Developer has made arrangements to comply with all requirements of the School District" (memo dated July 16, 2020).

18. 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.

19. 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.

20. 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.

21. 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.
22. 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.

23. 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.

24. 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.

25. 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**

26. This approval does not exempt the applicant from compliance with all local, state, and federal regulations where applicable by law or judicial decision.
27. 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.

28. Vision Triangles, as defined under B.C.C. 11-012-03, shall remain clear of sight obstructions.

29. 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.

30. Swales/retention/detention areas shall not be located along the streets, unless it can be shown that landscaped berms/shrubs will screen the swales.

31. 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.

32. 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.

33. Utility services shall be installed underground.

34. 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.

35. 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.

36. 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.
37. 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.

38. 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.

39. Failure to abide by any condition of this approval shall be grounds for revocation by the Boise City Planning and Zoning Commission.

40. 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.

41. 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.

42. To reduce the noise impact of construction on nearby residential properties, all exterior construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. for Saturday and Sunday. Low noise impact activities such as surveying, layout and weather protection may be performed at any time. After each floor of the structure or building is enclosed with exterior walls and windows, interior construction of the enclosed floors can be performed at any time.
A. Findings of Fact

1. **Description of Application**: The applicant is requesting approval of a preliminary plat and planned unit development application consisting of 9 buildable lots (seven townhomes, one 9-unit multi-family, and one common lot) on 0.62-acres. The applicant’s proposal is consistent with the City of Boise’s Future Land Use Map that 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>Multi-family Residential</td>
<td>R-3</td>
</tr>
<tr>
<td>South</td>
<td>Multi-family Residential</td>
<td>R-3</td>
</tr>
<tr>
<td>East</td>
<td>General Commercial</td>
<td>C-2</td>
</tr>
<tr>
<td>West</td>
<td>Single Family Residential, Urban</td>
<td>R-1C</td>
</tr>
</tbody>
</table>

3. **Site History**: ACHD has not previously reviewed this site for a development application.

4. **Transit**: Transit services are available to serve this site via Route 3.

5. **New Center Lane Miles**: The proposed development includes 0 centerline miles of new public road.
6. **Impact Fees**: There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

7. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP)**: There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District’s Capital Improvement Plan (CIP).

8. **Roadways to Bikeways Master Plan**: ACHD’s Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations. The BMP identifies Nez Perce, north of the site, as Level 2 facilities.

**B. Traffic Findings for Consideration**

1. **Trip Generation**: This development is estimated to generate 55 additional vehicle trips per day (9 existing); 7 additional vehicle trips per hour in the PM peak hour (1 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>Vista Avenue</td>
<td>117-feet</td>
<td>Principal Arterial</td>
<td>1,003</td>
<td>Better than “E”</td>
</tr>
<tr>
<td>Nez Perce</td>
<td>0-feet</td>
<td>Collector</td>
<td>127</td>
<td>Better than “D”</td>
</tr>
<tr>
<td>Spaulding Street</td>
<td>224-feet</td>
<td>Local</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Acceptable level of service for a five-lane principal arterial is “E” (1,780 VPH).
* Acceptable level of service for a two-lane collector is “D” (425 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 Nez Perce west of Vista Avenue was 2,059 on 06/26/2019.
   - The average daily traffic count for Vista Avenue south of Overland Road was 22,706 on 09/12/2019.
   - There are no current traffic counts for Spaulding Street.

**C. Findings for Consideration**

1. **Vista Avenue**

   a. **Existing Conditions**: Vista Avenue is improved with 5-travel lanes, vertical curb, gutter, and 5-foot wide sidewalk abutting the site. There is 80-feet of right-of-way for Vista Avenue (40-feet from centerline).

   There are two existing residential driveways onto Vista Avenue from 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 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area. No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District’s planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

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.

Access Policy: District policy 7205.4.7 states that direct access to principal arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1b under District policy 7205.4.7, unless a waiver for the access point has been approved by the District Commission. Driveways, when approved on a principal arterial shall operate as a right-in/right-out only, and the District will require the construction of a raised median to restrict the left turning movements.
c. **Applicant Proposal:** The applicant is proposing to construct 7-foot wide concrete sidewalk on Vista Avenue abutting the site.

The applicant is proposing to close the two existing driveways onto Vista Avenue from the site, located approximately 88-feet and 230-feet north of Spaulding Street with vertical curb, gutter, and 7-foot wide attached concrete sidewalk (measured centerline to centerline).

d. **Staff Comments/Recommendations:** Vista Avenue is fully improved with curb, gutter, and sidewalk; therefore, no additional street improvements or additional right-of-way is required as part of this application. However, the applicant’s proposal meets District policy and should be approved, as proposed.

2. **Spaulding Street**

a. **Existing Conditions:** Spaulding Street is improved with 2-travel lanes, 28-feet of vertical curb, gutter, and 5-foot wide sidewalk abutting the site. There is 52-feet of right-of-way for Spaulding Street (26-feet from centerline).

b. **Policy:**

   **Local Roadway Policy:** District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

   **Street Section and Right-of-Way Policy:** District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

   **Standard Urban Local Street—33-foot Street Section and Right-of-way Policy:** District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

   For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

   **Continuation of Streets Policy:** District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

   - Reduces vehicle miles traveled.
   - Increases pedestrian and bicycle connectivity.
   - Increases access for emergency services.
   - Reduces need for additional access points to the arterial street system.
   - Promotes the efficient delivery of services including trash, mail and deliveries.
   - Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
   - Promotes orderly development.

   **Sidewalk Policy:** District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot
frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

**Minor Improvements Policy:** District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

c. **Applicant’s Proposal:** The applicant is proposing to construct Spaulding Street with curb, gutter, and 7-foot wide attached concrete sidewalk abutting the site.

d. **Staff Comments/Recommendations:** Spaulding Street is partially improved with approximately 28-feet of curb, gutter, and 5-foot wide concrete sidewalk abutting the site.

The applicant’s proposal to construct Spaulding Street with curb, gutter, and 7-foot wide attached concrete sidewalk abutting the site exceeds District policy. The applicant should be required to construct Spaulding Street as ½ of a 33-foot street section with curb, gutter, and 5-foot wide concrete sidewalk abutting the site and tie into existing improvements to the east.

Provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any public sidewalk placed outside of the dedicated right-of-way.

3. **Alleys**
   a. **Existing Conditions:** There is a 15-foot wide unimproved alley abutting 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 Length Policy:** District Policy 7210.3.2 states that alleys shall be no longer than 700-feet in length. If the lead land use agency having jurisdiction requires a shorter block length, the alley shall be no longer than the agency’s required block length.

      **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 not proposing any right-of-way dedication to the alley abutting the site.

The applicant is proposing to pave the alley its entire width and from the north property line south to Spaulding Street.

The applicant is proposing to construct parking stalls abutting the alley with back-up space of 22-feet to the opposite side of the alley.

d. **Staff Comments/Recommendations:** The applicant’s proposal does not meet District policy.

The applicant should be required to dedicate additional right-of-way to total 8-feet from centerline of the alley abutting the site.

The applicant’s proposal to pave the alley its entire width from the north property line of the site south to Spaulding Street meets District policy and should be approved, as proposed.

The applicant’s proposal to construct parking stalls within the site abutting the alley with back-up space of 22-feet to the opposite side of the alley meets District policy and should be approved, as proposed.

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**

Vista Avenue 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. Construct 7-foot wide concrete sidewalk on Vista Avenue abutting the site.
2. Close the two existing driveways onto Vista Avenue from the site, located 88-feet and 230-feet north of Spaulding Street with vertical curb, gutter, and 7-foot wide attached concrete sidewalk.

3. Construct Spaulding Street as ½ of a 33-foot street section with curb, gutter, and 5-foot wide concrete sidewalk abutting the site and tie into existing improvements to the east.

4. Provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any public sidewalk placed outside of the dedicated right-of-way.

5. Dedicate additional right-of-way to total 8-feet from centerline of the alley abutting the site.

6. Pave the alley its entire width from the north property line of the site, south to Spaulding Street.

7. Construct parking stalls within the site abutting the alley with a minimum back-up space of 20-feet to the opposite side of the alley.

8. Direct lot access is prohibited to Vista Avenue and should be noted on the final plat.

9. 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.

10. 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 numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant’s authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines
Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

**Notification to the Ada County UCC can be sent to:** 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.
Development Process Checklist

Items Completed to Date:

☑ Submit a development application to a City or to Ada County
☑ The City or the County will transmit the development application to ACHD
☑ The ACHD Planning Review Section will receive the development application to review
☑ The Planning Review Section will do one of the following:
  - Send a “No Review” letter to the applicant stating that there are no site specific conditions of approval at this time.
  - Write a Staff Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
  - Write a Commission Level report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐ For ALL development applications, including those receiving a “No Review” letter:
  - The applicant should submit one set of engineered plans directly to ACHD for review by the Development Review Section for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
  - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐ Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:
Construction (Non-Subdivisions)
☐ Driveway or Property Approach(s)
  - Submit a “Driveway Approach Request” form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ Working in the ACHD Right-of-Way
  - Four business days prior to starting work have a bonded contractor submit a “Temporary Highway Use Permit Application” to ACHD Construction – Permits along with:
    a) Traffic Control Plan
    b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50’ or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)
☐ Sediment & Erosion Submittal
  - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ Idaho Power Company
  - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ Final Approval from Development Services is required prior to scheduling a Pre-Con.
Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

   a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

   b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

   c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

   d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager’s reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

   e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.
Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action**: A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.

   a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

   If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.

   b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission’s next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.

   c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.

   d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.

   e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.

   f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.
DATE: July 16, 2020

TO: PDSTransmittals@cityofboise.org

FROM: Lanette Daw, Supervisor, Traffic Safety and Transportation

RE: SUB20-00032 & PUD20-00027 – Carter John Subdivision

At the present time, the Developer and/or Owner have made arrangements to comply with all requirements of the Boise School District.

The schools currently assigned to the proposed project area are:

   Elementary School: Whitney
   Junior High School: South
   High School: Borah

Comments Regarding Traffic Impact: None

Comments Regarding Safe Routes to School Impact: None

If you have any further questions, please feel free to contact this office.
13 July 2020

Boise City Planning & Development Services  
150 North Capitol Boulevard  
P O Box 500  
Boise, Idaho 83701-0500

RE: Steve Martinez  
1821 S Vista Ave.,  
Boise, ID 83707  
New York Irrigation District  
Hyatt Lateral 54+10  
Sec. 21, T3N, R2E, BM.

Boise City Planning:

There are no Boise Project facilities located on the above-mentioned property, however it does in fact possess a valid water right.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler  
Assistant Project Manager, BPBC

cc  
Clint McCormick  
Watermaster, D.v; 2 BPBC  
Terri Hasson  
Secretary-Treasurer-NYID  
File
1. We have No Objections to this Proposal.
2. We recommend Denial of this Proposal.
3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
4. We will require more data concerning soil conditions on this Proposal before we can comment.
5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:  
   - high seasonal ground water  
   - bedrock from original grade  
   - other

6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
8. After written approvals from appropriate entities are submitted, we can approve this proposal for:  
   - central sewage
   - interim sewage
   - individual sewage
   - community sewage system
   - 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 CDH.
14. 

Reviewed By: ____________________________  
Date: ____________

Packet Pg. 550
BOISE CITY PLANNING & DEVELOPMENT DEPARTMENT
150 North Capitol Boulevard
Boise, ID 83701-0500

RE: PUD20-00027/SUB20-00032
1821, 1815, and 1809 South Vista Avenue

Ladies and Gentlemen:

The above-referenced applications to construct 7 townhomes on individual lots and a 9-unit multi-family building 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 1821, 1815, and 1809 South Vista Avenue.

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 retention, 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.
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

4845-7256-9526, v. 1
From: Terri <terri@nyid.org>  
Sent: Friday, July 10, 2020 10:36 AM  
To: PDSTransmittals <PDSTransmittals@cityofboise.org>  
Subject: [External] PUD20-00027 & SUB20-00032  

Parcel # R2024301660 has a balance due for the 2020 assessment.

**Terri, Secretary-Treasurer**  
New York Irrigation District  
6616 W. Overland Rd.  
Boise, Idaho 83709  
(208) 378-1023  
(208) 378-1274 fax
July 16, 2020

PDS Building Department Plan Review
The subdivision Preliminary plat SUB20-00032 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

Making Boise the most livable city in the country.
CITY OF BOISE

INTER-DEPARTMENT CORRESPONDENCE

Date: July 13, 2020

To: Planning and Development Services

From: Mike Sheppard, P.E., Civil Engineer II
Public Works Department

Subject: SUB20-00032; 1821 S Vista Ave.; 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 Vista 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.
To: Planning and Development Services  

From: Brian Murphy, Drainage Coordinator  
Public Works  

Subject: PUD20-00027; 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.
City of Boise Solid Waste staff has reviewed the application for this project and has the following comments:

The townhome lots are accessible for residential solid waste service.

A solid waste enclosure is recommended for the apartment building if it will be serviced from the alley; otherwise it will be required if accessed from a non-alley point. Please include this enclosure in future submissions.

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.
CITY OF BOISE

INTER-PARTY CORRESPONDENCE

Date: 10 July 2020

To: Planning and Development Services

From: Tom Marshall, Street Light Program Technician
Public Works Engineering

Subject: Street Light Comments
PUD20-00027: 1821 S Vista Ave.

No comment.

If you have any questions, contact Tom Marshall at 208-608-7526 or tmarshall@cityofboise.org.
Date: July 10, 2020

To: Planning and Development Services

From: Mike Sheppard P.E., Civil Engineer II
Public Works Department

Subject: PUD20-00027; 1821 S. Vista Avenue; Sewer Comments

Upon development of the property, connection to central sanitary sewer is required. Sewers are available in S. Vista Avenue.

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.
TOPIC: Bus Stop Shelter at Vista and Spaulding

DATE: August 26, 2020

Ethan Mansfield,

It has come to our attention that certain bus stop amenities have been requested as part of a redevelopment of the property at 1821 Vista. Although this is the location of an existing bus stop, we have been working with Ada County Highway District (ACHD) on a project they have underway to install a signalized pedestrian crossing and bus shelters at Vista and Nez Perce, just one block North of Spaulding.

Considering this ACHD project and the crosswalk, VRT would not recommend requesting any bus stop amenities or infrastructure as part of the property redevelopment at 1821 Vista.

Please let us know if you have any other questions or concerns.

Stephen Hunt
Principal Planner
Valley Regional Transit
valleymetroride.org
(P) 208.258.2701
(C) 206.283.0223

Moving more people to more places more often
Ethan Mansfield

From: Joe Bruce
Sent: Monday, August 24, 2020 9:23 AM
To: Ethan Mansfield; Todd Callahan; Jerry McAdams
Subject: RE: Detached Sidewalk at 1821 S Vista Avenue

Ethan,

This site plan is acceptable for fire department access. The alley does not have and adequate turn-around for fire truck access, but utilizing Vista and Spaulding will allow for adequate fire access. It also appears that distances from fire hydrants are adequate. Please add the following conditions of approval notes from the fire department.

1. 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)
2. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet and a maximum of 30 feet from the building and shall be positioned parallel to one entire side of the building. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. (IFC appendix D105)
3. Specific building construction requirements of the 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.

Thank you,
Joe

Joe Bruce
Planning and Development Services
208-608-7093
Website | Email

From: Ethan Mansfield <emansfield@cityofboise.org>
Sent: Friday, August 21, 2020 4:19 PM
To: Todd Callahan <tcallahan@cityofboise.org>; Jerry McAdams <JMcAdams@cityofboise.org>; Joe Bruce <jbruce@cityofboise.org>
Subject: Detached Sidewalk at 1821 S Vista Avenue

Hello Fire folks,
I am working on an appeal of PUD20-00027, in which the applicant is appealing the condition of approval requiring detached sidewalks along S Vista Avenue. The applicant’s proposed site plan with detached sidewalks is attached. Can you please take a look at this site plan and let me know if this is acceptable to Fire. And, if so, the conditions of approval that Fire would impose. Here is a snapshot of the 3 parcels utilized in the development.
Thank you!
Cheers,
Ethan