

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
November 9, 2015 12:00 p.m.

A G E N D A

I. **CALL TO ORDER**.....Chairman Hale

II. **AGENDA CHANGES/ADDITIONS**.....Chairman Hale

III. **CONSENT AGENDA**

- A. Expenses
 - 1. Approval of Paid Invoice Report - October 2015
- B. Minutes and Reports
 - 1. Approval of Meeting Minutes from October 13, 2015
- C. Other
 - 1. Adopt Resolution 1417 Records Disposition
 - 2. Adopt Resolution 1413 Approve Contract Award for Brick Engraving Services

IV. **ACTION ITEM**

- 12:05 A. CONSIDER: The District Expansion Centre Building Conduit Financing Process and Schedule (10 minutes).....Ross Borden
- 12:15 B. CONSIDER: Resolution 1418 Approve The First Amendment to the Amended and Restated Development Agreement with The District (10 minutes)Ross Borden
- 12:25 C. CONSIDER: Approve The Grove Plaza Renovation Design (10 minutes).....Doug Woodruff
- 12:35 D. CONSIDER: Resolution 1416 CSHQA Task Order for Renovation Engineering and Construction Administration Services (10 minutes).....Doug Woodruff
- 12:45 E. CONSIDER: Resolution 1409 CCDC Personnel Manual Update (10 minutes)Ross Borden
- 12:55 F. CONSIDER: Request Authorization to Distribute Proposed Modifications to Parking Rates to Permit Holders and Stakeholders (5 minutes).....Max Clark
- 1:00 G. CONSIDER: Transmit Downtown Boise Streetscape Standards and Specifications Manual to City of Boise for Adoption (15 minutes).....Matt Edmond

V. **INFORMATION/DISCUSSION ITEMS**

- 1:15 A. Request for T4 Assistance for Idaho Historical Museum Streetscape (10 minutes).....Matt Edmond
- 1:25 B. Operations Report (5 minutes)John Brunelle

VI. **ADJOURN**

This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).

Capital City Development Corp
ACH & Cash Disbursements Report
For the Period 10/01/2015 through 10/31/2015

Board Officer Review

Payee	Description	ACH Date	Amount
ABM/AMPCO Parking:			
Monthly Parkers ACH	Payments from Monthly Parkers	10/5/2015	(8,342.00)
ABM/AMPCO	Parking Operations & Admin Exp - August	10/26/2015	165,521.72
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	10/14/2015	10,801.88
Idaho State Tax Commission	State Payroll Taxes	10/14/2015	1,895.00
CCDC Employees	Direct Deposits Net Pay	10/14/2015	28,937.05
PERSI	Retirement Payment	10/14/2015	10,167.01
EFTPS - IRS	Federal Payroll Taxes	10/28/2015	10,696.64
Idaho State Tax Commission	State Payroll Taxes	10/28/2015	1,867.00
CCDC Employees	Direct Deposits Net Pay	10/28/2015	28,660.11
PERSI	Retirement Payment	10/28/2015	10,093.34
Other:			
Idaho Power (autopayment)	September electricity bills - AutoPay	Various	530.77
Boise City Utility Bills	October Utilities - AutoPay	10/26/2015	505.94
Valley Regional Transit	MMC Expense	10/20/2015	46,930.65
Specialized Lending	2015 Bond Fees/Expenses	10/1/2015	5,000.00
Paid Invoice's	Other Paid Invoice's	October 2015	738,928.04
Total Paid Invoices	Total Checks and Electronic payments		791,895.40

Grand Totals	Total ACH Transfer	<u>\$ 1,052,193.15</u>
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Reviewed by:
Finance Director

Date:

Reviewed by:
Executive Director

Date:

Reviewed by:
Board Member

Date:

11/4/15

11/5/15

11/5/15

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3659	Ada County Auditor	OCTOBER 2	October 2015 Master Grou	10/01/2015	8,954.25	61407	10/20/2015
		OCTOBER 2	October 2015 Surplus Gro	10/01/2015	9,815.25	61407	10/20/2015
Total 3659:					18,769.50		
3935	Ally Structural Consulting L	129	2016 BANNOCK STREET	09/28/2015	402.50	61408	10/20/2015
Total 3935:					402.50		
1139	American Cleaning Service	44573	Trailhead Cleaning - 12 Mo	10/01/2015	892.10	61409	10/20/2015
Total 1139:					892.10		
3838	American Fire Protection L	7039	Respond to Flow Alarm	09/30/2015	225.00	61410	10/20/2015
		7335	Monthly pump inspection &	09/29/2015	185.00	61410	10/20/2015
Total 3838:					410.00		
3559	Aurora Technical Consultin	2037	Cloud storage	10/01/2015	320.40	61411	10/20/2015
		2062	PC Support	09/30/2015	427.50	61411	10/20/2015
		2067	2 New PC's - Accountant a	10/13/2015	2,067.88	61411	10/20/2015
		2070	New PC - Luara W.	10/20/2015	975.74	61411	10/20/2015
Total 3559:					3,791.52		
3946	Bank of America Merrill Ly	CCDC 2010A	Return of Early Payment In	09/30/2015	543.27	61460	10/29/2015
Total 3946:					543.27		
1292	Berryhill & Co.	11986	Executive Committe Lunch	09/22/2015	73.50	61412	10/20/2015
		12010	Board Meeting lunches	10/12/2015	93.00	61412	10/20/2015
Total 1292:					166.50		
1316	Blue Cross of Idaho	1524500030	Health Insurance - October	10/01/2015	17,596.38	61399	10/01/2015
Total 1316:					17,596.38		
1331	Boise Centre	8092-IN	Grove maintenance fee - O	10/01/2015	2,450.00	61413	10/20/2015
		SEPTEMBE	Chemicals for Fountain	09/30/2015	128.00	61458	10/20/2015
		SEPTEMBE	Reimbursement for Over-C	09/30/2015	1,591.87	61458	10/20/2015
Total 1331:					4,169.87		
1385	Boise City Utility Billing	0447416001	848 Main St # 0447416001	10/01/2015	5.78	10165	10/26/2015
		0548469002	CD 107 S 9th-Trash serv	10/01/2015	213.88	10165	10/26/2015
		0548469002	RM 107 S 9th-Trash serv	10/01/2015	145.44	10165	10/26/2015
		0548469002	WS 107 S 9th-Trash serv	10/01/2015	68.44	10165	10/26/2015
		0584042003	1401 W Idaho St #0584042	10/01/2015	72.40	10165	10/26/2015
Total 1385:					505.94		
1424	Boise Office Equip - Servic	IN598997	Copier maintenance	10/01/2015	308.00	61414	10/20/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1424:					308.00		
3823	Brunelle John	09.28.2015	Health Insurance reimburs	09/28/2015	89.51	10160	10/20/2015
Total 3823:					89.51		
1496	Bunderson Todd	10.20.2015	Travel reimbursement	10/20/2015	191.68	10159	10/20/2015
Total 1496:					191.68		
3857	Carew Co	1654	Technical Design of Active	09/28/2015	3,500.00	61415	10/20/2015
Total 3857:					3,500.00		
1556	Caselle Inc.	67578	Contract support - October	10/01/2015	787.33	61400	10/01/2015
Total 1556:					787.33		
1574	CH2MHILL	381044503	Grove Plaza Charter Proje	09/30/2015	2,700.00	61461	10/29/2015
Total 1574:					2,700.00		
3942	Chapman and Cutler LLP	1676148	Series 2015 Bonds - Leaga	09/30/2015	15,000.00	61416	10/20/2015
Total 3942:					15,000.00		
1595	CITY OF BOISE	REQ#1	RMOB, Broad St., Geother	09/30/2015	20,102.16	61459	10/20/2015
Total 1595:					20,102.16		
1643	Community Planning Asso	216017	Membership Contribution	10/01/2015	2,110.00	61417	10/20/2015
Total 1643:					2,110.00		
3947	Crane Alarm Service	10390	Service Call at Hampton In	10/12/2015	225.00	61462	10/29/2015
Total 3947:					225.00		
1703	CSHQA	27869	Grove Plaza Renovation D	09/30/2015	20,723.37	61418	10/20/2015
		27871	5th Street Julia Davis Park	09/30/2015	2,124.44	61418	10/20/2015
Total 1703:					22,847.81		
3691	DeBest Plumbing Inc.	18748	Clean Drains in Parking Ga	10/16/2015	740.00	61463	10/29/2015
Total 3691:					740.00		
1787	Downtown Boise Associati	090211	2016 Annual Meeting Spon	10/01/2015	10,000.00	61419	10/20/2015
		1236	CD Clean Team	09/30/2015	2,193.63	61419	10/20/2015
		1236	RM Clean Team	09/30/2015	1,491.67	61419	10/20/2015
		1236	WS Clean Team	09/30/2015	701.66	61419	10/20/2015
		1237	8th St Clean Team	09/30/2015	546.00	61419	10/20/2015
Total 1787:					14,933.26		
1838	Elam & Burke P.A.	159692	Condo Declarations Clean	09/30/2015	.00	61464	10/29/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1838:					.00		
1898	Fiberpipe	1817-17040	Email, Audio, & Domain	10/01/2015	64.90	61420	10/20/2015
Total 1898:					64.90		
3807	FreedomVoice Systems	2015-100105	Monthly Service	09/30/2015	515.92	61421	10/20/2015
Total 3807:					515.92		
3778	Gingerich Site & Undergro	5707	9th/Fulton Tree Transplant	09/28/2015	2,140.53	61422	10/20/2015
		5716	FY15 Watercooler/14th Str	09/29/2015	430.00	61422	10/20/2015
Total 3778:					2,570.53		
3931	Gjording Fouser	15137	Legal Services for Constr	09/01/2015	851.00	61465	10/29/2015
		15201	Legal Services for Constr	09/30/2015	721.50	61465	10/29/2015
Total 3931:					1,572.50		
3695	Guho Corp.	150101066-0	2015 WS Streetscape	09/30/2015	72,212.55	61466	10/29/2015
		15010166 -0	2015 WS Streetscape	10/27/2015	233,813.99	61466	10/29/2015
Total 3695:					306,026.54		
3497	Hampton Inn & Suites	GRAN-DEL	Diesel Fuel for Equipment -	09/25/2015	368.72	61423	10/20/2015
Total 3497:					368.72		
3805	Herb Huskinson	10.15.2015	6 months office rent Oct 15	10/15/2015	3,600.00	61424	10/20/2015
Total 3805:					3,600.00		
2129	Idaho Blueprint & Supply C	393010	1st Thursday	09/03/2015	373.50	61425	10/20/2015
		394463	Scanning	10/16/2015	6.00	61467	10/29/2015
		394565	Scanning	10/21/2015	55.00	61467	10/29/2015
Total 2129:					434.50		
3948	Idaho Poster Distribution L	10452	Poster Distribution for Brick	10/29/2015	300.00	61468	10/29/2015
Total 3948:					300.00		
2165	Idaho Power	2200406607	9th St outlets #220040660	09/30/2015	3.54	10163	10/20/2015
		2200910368	617 S Ash #2200910368	09/30/2015	10.56	10163	10/20/2015
		2201627995	9th & State # 2201627995	09/30/2015	3.54	10162	10/19/2015
		2202934903	8th St lights #2202934903	09/30/2015	37.78	10163	10/20/2015
		2205983212	Grove Vault #2205983212	09/30/2015	475.35	10164	10/21/2015
Total 2165:					530.77		
3900	Idaho Records Manageme	0110920	Storage & Delivery Service	09/30/2015	230.02	61426	10/20/2015
Total 3900:					230.02		
2186	Idaho Statesman	SEPTEMBE	Legal Notices	09/30/2015	329.82	61427	10/20/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 2186:					329.82		
2240	Intermountain Gas Compa	6948213000	617 Ash St #69482130007	10/22/2015	22.78	61469	10/29/2015
		6948213000	617 Ash St #69482130007	09/22/2015	11.90	61428	10/20/2015
Total 2240:					34.68		
2255	International Econ Develop	#148374 FY2	IEDC Pulbic Agency Memb	10/01/2015	555.00	61429	10/20/2015
Total 2255:					555.00		
2288	Jensen Belts	1501-10	2015 OB Streetscape Proje	09/30/2015	1,006.00	61430	10/20/2015
		1509-6	2015 Westside Streetscap	09/30/2015	1,810.80	61430	10/20/2015
		1527-5	Update Downtown Streetsc	09/30/2015	3,246.31	61430	10/20/2015
Total 2288:					6,063.11		
3945	KBOI-TV Channel 2	459884-1	Advertising for Grove Brick	10/11/2015	350.00	61470	10/29/2015
Total 3945:					350.00		
3913	Kimley-Horn and Associate	191934001-0	Strategic Parking Plan	09/01/2015	3,095.05	61471	10/29/2015
		191934001-0	CCDC Strategic Parking Pl	09/30/2015	15,782.20	61471	10/29/2015
		191934003-0	Parking System Rebrandin	08/31/2015	2,843.00	61431	10/20/2015
		191934005-0	Functional Design Review -	09/30/2015	1,978.00	61471	10/29/2015
		191934006-0	Idaho Power Parking Cons	09/01/2015	6,387.50	61471	10/29/2015
		191934007-0	East Core Garage Review	09/30/2015	3,250.00	61471	10/29/2015
		7091867	Parking System Rebrandin	09/30/2015	2,610.00	61471	10/29/2015
Total 3913:					35,945.75		
3439	KPFF Consulting Engineer	1015-115702	Capital Terrace Waterproof	09/29/2015	325.00	61432	10/20/2015
Total 3439:					325.00		
2456	Masonry Center Inc.	001-0438991	Bricks for Grove Campaign	10/22/2015	11,374.20	61472	10/29/2015
Total 2456:					11,374.20		
2621	Office Depot Inc.	7943717250	Stamps	09/17/2015	50.00	61473	10/29/2015
		7943717250	Misc office supplies	09/17/2015	62.46	61473	10/29/2015
		7961538650	Misc office supplies	09/23/2015	87.79	61433	10/20/2015
		7961539160	Misc office supplies	09/23/2015	19.97	61433	10/20/2015
		7974313510	Misc office supplies	10/01/2015	83.32	61433	10/20/2015
		7974314070	Misc office supplies	10/01/2015	6.45	61433	10/20/2015
		7990885370	Misc office supplies	10/09/2015	67.06	61433	10/20/2015
		7990896260	Misc office supplies	10/09/2015	45.78	61433	10/20/2015
		7990896270	Misc office supplies	10/09/2015	5.99	61433	10/20/2015
		7990896280	Misc office supplies	10/09/2015	4.49	61433	10/20/2015
Total 2621:					433.31		
3813	Oliver Russell	20880	Parking Garage Branding	09/30/2015	9,250.00	61434	10/20/2015
Total 3813:					9,250.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3934	Pam Sheldon	SEPTEMBE	Records Project	09/30/2015	1,300.00	61474	10/29/2015
Total 3934:					1,300.00		
3859	Piper Jaffray & Co	SERIES 201	Series 2015 Bond Financia	09/30/2015	15,000.00	61435	10/20/2015
Total 3859:					15,000.00		
2774	Pro Care Landscape Mana	4320	617 Ash Street	09/24/2015	297.00	61436	10/20/2015
		4321	8th Street - Sprinkler	09/24/2015	93.24	61436	10/20/2015
		4322	9th and Grove Plaza	09/24/2015	350.50	61436	10/20/2015
		4323	TO 14-001 9th St, Myrtle to	09/24/2015	437.23	61436	10/20/2015
		4324	Grove Plaza	09/24/2015	84.00	61436	10/20/2015
		4325	TO 14-001 Mulligan's SS	09/24/2015	68.00	61436	10/20/2015
		4326	TO 14-001 Pioneer Street	09/24/2015	454.00	61436	10/20/2015
		4578	617 Ash Street	09/30/2015	73.50	61436	10/20/2015
		4579	9th and Grove Plaza	09/30/2015	74.50	61436	10/20/2015
		4580	TO 14-001 9th St, Myrtle to	09/30/2015	40.00	61436	10/20/2015
		4581	TO 14-001 Mulligan's SS	09/30/2015	57.67	61436	10/20/2015
		4582	TO 14-001 Pioneer Street	09/30/2015	194.00	61436	10/20/2015
Total 2774:					2,223.64		
2798	Quadrant Consulting Inc.	8464	Grove Plaza - Update Surv	09/30/2015	222.00	61437	10/20/2015
		8472	Westside CA and Staking	09/30/2015	3,421.08	61437	10/20/2015
		8486	Grove Plaza - Update Surv	10/23/2015	3,652.50	61475	10/29/2015
Total 2798:					7,295.58		
3896	Rim View LLC	OCTOBER 2	Monthly Rent and NNN - Tr	10/01/2015	12,210.00	61401	10/01/2015
Total 3896:					12,210.00		
2888	Roper Investments	SEPTEMBE	Capitol Terrace Condo billi	09/30/2015	5,056.54	61438	10/20/2015
Total 2888:					5,056.54		
3540	Russ McCrea Builders	015035	Hanging Blinds	09/30/2015	60.00	61439	10/20/2015
Total 3540:					60.00		
3796	Scheidt & Bachmann USA	BOI1005201	Implement New Merchant I	10/05/2015	965.00	61440	10/20/2015
Total 3796:					965.00		
3797	Sea Reach Ltd.	BOI-001-9	Wayfinding Contract w/ Am	09/30/2015	2,975.00	61441	10/20/2015
Total 3797:					2,975.00		
3542	Security LLC - Plaza 121	OCTOBER 2	Office rent - October	10/01/2015	9,837.94	61402	10/01/2015
Total 3542:					9,837.94		
3851	Shaver Graphics LLC	3637	Downtown Location Photos	09/30/2015	187.50	61442	10/20/2015
Total 3851:					187.50		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
2989	Sherman & Howard L.L.C.	SERIES 201	Series 2015 Bond Counsel	09/30/2015	40,485.91	61443	10/20/2015
Total 2989:					40,485.91		
3430	SimplexGrinnell	81503459	Capt T. False Alarm	09/30/2015	540.50	61444	10/20/2015
Total 3430:					540.50		
3943	Specialized Lending LLC -	SERIES 201	Series 2015 Bond Fee's	09/30/2015	5,000.00	10158	10/01/2015
Total 3943:					5,000.00		
3920	Specialty Systems	DRAW #3	2015 Waterproofing Cap. T	09/30/2015	8,352.13	61476	10/29/2015
Total 3920:					8,352.13		
3029	State Insurance Fund	12325390	Workers Comp	09/28/2015	710.00	61445	10/20/2015
Total 3029:					710.00		
3831	The Land Group Inc.	0135161	Pioneer Pathway - Phase 3	09/30/2015	3,265.05	61446	10/20/2015
Total 3831:					3,265.05		
3923	Trailhead	1083	Idaho Power - 08/04/15 Sta	09/01/2015	471.17	61447	10/20/2015
		1083	Intermountain Gas - 08/10/	09/01/2015	2.08	61447	10/20/2015
		1083	Reynolds & Meyers #1043	09/01/2015	8,333.00	61447	10/20/2015
		SEPTEMBE	Reynolds & Meyers #1056	09/30/2015	8,333.00	61447	10/20/2015
		SEPTEMBE	Century Link - 09/13/15 Sta	09/30/2015	288.10	61447	10/20/2015
		SEPTEMBE	Century Link - 09/19/15 Sta	09/30/2015	130.08	61447	10/20/2015
		SEPTEMBE	Intermountain Gas - 09/25/	09/30/2015	2.08	61447	10/20/2015
		SEPTEMBE	Boise City Utility Billing - 09	09/30/2015	37.24	61447	10/20/2015
		SEPTEMBE	United Water - 09/18/15 St	09/30/2015	904.10	61447	10/20/2015
Total 3923:					18,500.83		
3170	Treasure Valley Coffee Inc.	2160-042148	Water & Cooler Rental	10/06/2015	87.00	61448	10/20/2015
		2160-042316	Coffee & tea	10/19/2015	83.90	61448	10/20/2015
Total 3170:					170.90		
3819	TW Telecom	08375938	Internet & Data	10/10/2015	669.20	61449	10/20/2015
Total 3819:					669.20		
3233	United Heritage	OCTOBER 2	Disability Insurance - Octob	10/01/2015	591.87	61450	10/20/2015
Total 3233:					591.87		
3479	US Bank - Copier Lease	287752026	Copier Contr #500-037566	10/01/2015	421.88	61403	10/01/2015
Total 3479:					421.88		
3884	USI Idaho Kibble & Prentic	1707608	FY16 Commercial Umbrell	10/01/2015	1,580.00	61451	10/20/2015
		1707608	FY16 Commercial Umbrell	10/01/2015	743.00	61451	10/20/2015
		1707608	FY16 Auto Liability - Cap T	10/01/2015	101.00	61451	10/20/2015
		1707608	FY16 Auto Liability - Cap T	10/01/2015	48.00	61451	10/20/2015

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		1707611	FY16 Commercial Policy -	10/01/2015	7,472.00	61451	10/20/2015
		1707611	FY16 Commercial Policy -	10/01/2015	8,883.00	61451	10/20/2015
		1717652	FY2016 Public Officials Pol	10/01/2015	18,768.81	61451	10/20/2015
		1734767	Difference in Conditions FY	10/26/2015	24,877.88	61477	10/29/2015
		1734768	Commercial Package FY20	10/26/2015	30,078.00	61477	10/29/2015
Total 3864:					90,551.69		
3266	Valley Regional Transit	17354	Local Capital - August - M	08/31/2015	937.88	10161	10/21/2015
		17405	Bus Passes	09/29/2015	540.00	61452	10/20/2015
		17490	Local Capital - September-	09/30/2015	44,871.09	10161	10/21/2015
		17498	Local Capital - September-	09/30/2015	1,121.68	10161	10/21/2015
Total 3266:					47,470.65		
3841	VoiceText Communications	09.30.15-979	Conference calls	09/30/2015	5.86	61453	10/20/2015
Total 3841:					5.86		
3365	Westerberg & Associates	178	Legislative Advisement Ser	09/30/2015	2,000.00	61454	10/20/2015
Total 3365:					2,000.00		
3944	Western Monitoring Compa	10.01.2015	Fire Alarm Monitoring	09/30/2015	100.00	61455	10/20/2015
Total 3944:					100.00		
3374	Western States Equipment	WQ0701005	Bldg 8 generator monthly i	09/28/2015	290.63	61456	10/20/2015
Total 3374:					290.63		
3852	Worrell Communications L	3055.1	CCDC website redesign an	09/30/2015	687.50	61457	10/20/2015
		3055.1	The Grove Brick Program	09/30/2015	1,937.50	61457	10/20/2015
		3055.2	Communications consultin	09/30/2015	312.50	61457	10/20/2015
		3056	West End Strategic Comm	09/30/2015	1,062.00	61457	10/20/2015
Total 3852:					3,999.50		
Grand Totals:					791,895.40		

Report Criteria:

Detail report type printed

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
October 13, 2015 12:00 p.m.

I. CALL TO ORDER: Chairman Hale convened the meeting with a quorum at 12:02 p.m.

Present were: Commissioner Dana Zuckerman, Commissioner Lauren McLean, Commissioner David Eberle, Commissioner Pat Shalz, Commissioner David Bieter, and Commissioner John Hale. Commissioner Woodings and Commissioner Stacy Pearson were absent.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Facilities Director; Ross Borden, Finance Director; Mary Watson, Contracts Manager; Peggy Breski, Contracts Specialist; Doug Woodruff, Project Manager; Shellan Rodriguez, Project Manager; Karl Woods, Project Manager; Laura Williams, Project Specialist; Deah LaFollette, Executive Assistant; and Céline Acord, Administrative Project Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes to the agenda.

III. CONSENT AGENDA:

Commissioner Zuckerman moved to approve the Consent Agenda. Commissioner Eberle seconded the motion.

Commissioners McLean abstained from this item.

All said Aye. The motion carried 5-0.

The Consent Agenda consisted of the following actions:

- A. Expenses
 - 1. Approval of Paid Invoice Report – September 2015
- B. Minutes and Reports
 - 1. Approval of Meeting Minutes from September 14, 2015
 - 2. Approval of Meeting Minutes from September 23, 2015

IV. ACTION ITEMS:

A. CONSIDER: Resolution 1410 Amend Gardner Plaza, LLC T3 Agreement for Additional Environmental Remediation

Doug Woodruff, CCDC Project Manager, gave a report.

Geoff Wardle, representing Gardner Company, and Jacob Hassard, representing Valley Regional Transit, also provided a report regarding the project.

Commissioner Zuckerman moved to adopt Resolution No. 1410 authorizing the amendment of the T3 Reimbursement Agreement with the Gardner Plaza, LLC. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 6-0.

B. CONSIDER: Resolution 1408 Approval of T1 Participation Agreement for Idaho Street Townhomes

Shellan Rodriguez, CCDC Project Manager, gave a report.

David Hale, representing Hale Development, provided comments regarding the project.

Commissioner Zuckerman moved to adopt Resolution No. 1408 authorizing the execution of the Type1 Streetscape Grant Participation Agreement for the Idaho Street Townhomes. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 6-0.

C. CONSIDER: Resolution 1407 Approval of T2 Participation Agreement for Marriott

Shellan Rodriguez, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution No. 1407 authorizing the execution of the Type 2 General Assistance Participation Agreement; clarifying that the metal art screening was not an eligible cost for a Type 2 agreement, and confirming that the drive aisle improvements remain an eligible cost. Commissioner Eberle seconded the motion.

All said Aye. The motion carried 6-0.

D. CONSIDER: Resolution 1411 Authorizing a Temporary Waiver of Monthly Parking Oversell in the City Centre Garage

Max Clark, CCDC Parking & Facilities Director, gave a report.

Commissioner Eberle moved to adopt of Resolution No. 1411 authorizing a temporary waiver of the monthly parking oversell in the City Centre Garage and reallocation of parking use between monthly and hourly parkers. Commissioner Zuckerman seconded the motion.

All said Aye. The motion carried 6-0.

Commissioner Bieter moved for a five minute recess. Commissioner Eberle seconded the motion. Chairman Hale convened the meeting at 1:30 p.m.

V. INFORMATION/DISCUSSION ITEMS:

A. Parking Initiatives Update

Max Clark, CCDC Parking & Facilities Director, gave a report.

Commissioner McLean left at 1:52 p.m.

B. The Grove Plaza Renovation Design Update

Doug Woodruff, CCDC Project Manager, gave a report.

Brian McCarter, representing ZGF Architects, gave a report.

Geoff Wardle, representing Gardner Company, provided comments concerning the adjacent property to the project.

C. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VI. ADJOURNMENT:

There being no further business to come before the Board, a motion was made by Commissioner Eberle to adjourn the meeting. Commissioner Zuckerman seconded the motion.

All said Aye.

The meeting was adjourned at 2:24 p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE ____ day of _____, 2015.

John Hale, Chair

Pat Shalz, Secretary

RESOLUTION NO. 1417

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF
BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
APPROVING THE DESTRUCTION OF CERTAIN RECORDS
ELIGIBLE FOR DESTRUCTION PURSUANT TO THE PUBLIC
RECORDS RETENTION POLICY APPROVED ON APRIL 14,
2014, THROUGH THE ADOPTION OF RESOLUTION
NUMBER 1340; AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO DESTROY THOSE RECORDS CURRENTLY
ELIGIBLE FOR DESTRUCTION; AND PROVIDING AN
EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Agency, a public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, for the purpose of financing the undertaking of any urban renewal project (collectively the "Act");

WHEREAS, the City Council of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the amended and restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Amended Urban Renewal Plan");

WHEREAS, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the Amended Urban Renewal Plan and making certain findings;

WHEREAS, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the Amended Urban Renewal Plan and making certain findings;

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "2007 Plan");

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving and making certain findings on the 2007 Plan;

WHEREAS, the City, after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the “River Street Plan”);

WHEREAS, following said public hearing, the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings;

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the “River Myrtle-Old Boise Plan”);

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings;

WHEREAS, the City, after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the “Westside Plan”);

WHEREAS, following said hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings;

WHEREAS, the City after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (“30th Street Plan”);

WHEREAS, following said hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan;

WHEREAS, the 2007 Plan, the River Myrtle Old Boise Plan, the Westside Plan, and the 30th Street Plan are collectively referred to as the “Boise Urban Renewal Plans”;

WHEREAS, the Agency Board has, acting in the best public interest, adopted policies and procedures in compliance with Idaho Code Section 50-907;

WHEREAS, the Agency Board on August 9, 2007, approved Agency Resolution No. 1110, which adopted a specific policy for destruction of records, consistent with Idaho Code Section 50-907;

WHEREAS, the Agency Board on April 14, 2008, approved Agency Resolution No. 1135, which amended the specific policy for destruction of records, consistent with Idaho Code Section 50-907;

WHEREAS, the Agency Board on April 14, 2014, approved Agency Resolution No. 1340, which adopted the Agency’s Public Records Retention Policy and Email Policy (the “Public Record Retention Policy”), consistent with Idaho Code Section 50-907;

WHEREAS, Agency staff believes it to be beneficial to have the Agency Board approve the destruction of records identified on Exhibit A, attached to this Resolution and incorporated by reference as if set forth in total herein, which are currently eligible for destruction pursuant to the Public Record Retention Policy;

RESOLUTION NO. 1417

WHEREAS, Agency staff has notified the Boise City Clerk in writing that certain records are scheduled for destruction and has invited the City to notify the Agency within 30 days whether they wish to retain all or a portion of said records at their own expense;

WHEREAS, Agency staff recommends approval of the destruction of those records currently eligible for destruction according the Public Record Retention Policy, unless the Boise City Clerk should respond affirmatively within the given time frame that they wish the records to be retained;

WHEREAS, the Board finds it in the best interests of the Agency and the public to approve the destruction of those records currently eligible for destruction, provided that the Boise City Clerk does not indicate that the records should be retained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

Section 1. That the above statements are true and correct.

Section 2. That the Executive Director is authorized and directed to take all action to destroy the records listed on Exhibit A, attached hereto, including providing advance notice to the Boise City Clerk.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of the City of Boise, Idaho, on November 9, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 9th day of November, 2015.

APPROVED:

By _____
Chairman of the Board

ATTEST:

By _____
Secretary



RECORDS DESTRUCTION EXHIBIT SUMMARY SHEET

By my signature below, I certify the following statements.

I have reviewed the list of documents on the attached Exhibit. The listed documents are semi-permanent or temporary records as described in the Public Records Retention Policy adopted by the CCDC Board on August 9, 2007 and amended on April 14, 2014. All of the documents listed on the attached Exhibit are beyond the retention requirement and are therefore eligible for destruction.

The Boise City Clerk has been notified in writing of CCDC's intent to destroy these documents (see attached letter). CCDC will hold destruction of the documents until the date noted in the letter to provide the City Clerk an opportunity to request retention of the documents if they wish.

A handwritten signature in blue ink that reads 'Céline Acord'.

Céline Acord

11/9/15

Date



November 9, 2015

Jamie Heinzerling
Deputy City Clerk
PO Box 500
Boise, ID 83701

Re: Public Records Destruction

Dear Ms. Heinzerling,

Attached is Capital City Development Corporation's Resolution No. 1417 which will be presented to our Board for adoption on November 9, 2015. If adopted, this resolution authorizes the destruction of the attached temporary and semi-permanent records.

In compliance with Idaho Code Section 50-907 and the CCDC Public Records Retention Policy (approved on April 14, 2014, through the adoption of CCDC Resolution No. 1340), we are notifying you of our intent to destroy these records.

If you would like any of these documents to be retained, please notify me by December 9, 2015. If CCDC does not hear from you by that date and the Board approves Resolution No. 1417, we will proceed with the destruction of these records on December 9, 2015.

Please contact me by phone at 208-384-4264 or email at cacord@ccdcboise.com if you have any questions or require further information.

Sincerely,

Céline Acord
Administrative Project Assistant

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: 11/9/15 - Resolution No. 1417

Date	Contents	Retention Classification	Eligible Destruction Date & Review
10/1/2009	Accounts receivable, accounts payable, cash disbursements, bank statements, deposit slips and general ledger reports	Semi-Permanent	10/1/2015
10/1/2009	Parking reports, staff travel/training, voided checks	Semi-Permanent	10/1/2015
10/1/2009	Accounts payable, A-E	Semi-Permanent	10/1/2015
10/1/2009	Accounts payable, F-P	Semi-Permanent	10/1/2015
10/1/2009	Accounts payable, S-Z	Semi-Permanent	10/1/2015
10/1/2009	Payroll registers/records	Semi-Permanent	10/1/2015
10/1/2009	Accounts receivable, general ledger, deposit slips	Semi-Permanent	10/1/2015



AGENDA BILL

Agenda Subject: Contract Award for FY2016 Brick Engraving Services		Date: November 9, 2015
Staff Contact: Mary Watson	Attachments: A. Bid Results B. Resolution No. 1413 C. Invitation to Bid and Addenda D. Bid Received from Fund Raisers, LTD.	
Action Requested: Adopt Resolution No. 1413 awarding the contract for FY2016 Brick Engraving Services to Fund Raisers, LTD.		

Background:

As a part of the renovation of the Grove Plaza, CCDC is removing the original “founders” I-bricks, having them re-engraved onto Endicott™ 8” x 4” x 2 ¼” square-edge bricks, and re-installing them. Because of the anticipated value of the engraving services contract, CCDC was required by state statute to procure the services by the formal, sealed bid process outlined in Idaho Code § 67-2806. The intent of CCDC’s invitation to bid for brick engraving services was to obtain firm fixed pricing from qualified professional engravers who have the requisite experience and the capacity to receive at least 13,989 bricks supplied by CCDC and provide three lines of unique engraving onto each brick.

Staff issued the formal bid invitation for brick engraving services on September 15, 2015. Legal notice was published in the Idaho Statesman newspaper on September 15 and 22, 2015. The bids were publicly opened and read on October 14, 2015 at 2:00 p.m. local time.

Two (2) sealed bids were received from brick engraving companies, as follows:

<u>COMPANY</u>	<u>BID RECEIVED</u>
Fund Raisers, LTD.	\$204,239.40
J+C Brick Engraving, LTD. d.b.a. “Cut In Stone”	\$223,824.00

Fund Raisers, LTD., submitted the low bid, with a unit price of \$14.60 per brick engraved. Also, the company submitted the required bid bond and provided the required proof of experience engraving brick pavers for similarly-sized projects. *J+C Brick Engraving, LTD.*, was not the low

bid, did not submit the required bid bond, and did not provide the requisite information needed to show proof of experience engraving large orders of brick pavers.

The bid invitation required submission of two Endicott™ 8" x 4" x 2 ¼" square-edge brick samples with specific engraved text in order to show the quality of the company's engraving services. CCDC made Endicott™ bricks available to all bidders and did, upon request, provide bricks to two of the three interested companies so that they could meet this requirement of the bid invitation.

Both *Fund Raisers, LTD.*, and *J+C Brick Engraving, LTD.*, submitted two brick samples – however, only *Fund Raisers, LTD.*, complied with the bid specifications: the company engraved the correct text and submitted one unfilled brick to show depth of engraving and one light-color filled brick to show quality of engraving. *J+C Brick Engraving, LTD.*, did not comply with the bid specifications: the company submitted smaller brick samples without the correct text engraved.

A third company, *Fundraising Brick LLC* located in Missouri, submitted two brick samples but the engraving did not comply with the bid specifications. Additionally, *Fundraising Brick LLC* did not submit a sealed bid. Therefore, *Fundraising Brick LLC*'s submission cannot be considered because it did not meet any of CCDC's specific bidding procedures and specifications.

Fiscal Notes:

As part of the Grove Plaza renovation, CCDC's FY2016 budget includes sufficient funding to execute the contract with *Fund Raisers, LTD.*, for re-engraving the founders bricks.

Staff Recommendation:

1. The Board adopt Resolution No. 1413 awarding the construction contract for brick engraving services to *Fund Raisers, LTD.*, for the Bid amount.
2. The Board authorize the Executive Director to negotiate and execute the general services contract with *Fund Raisers, LTD.*, and to expend funds up to the amount bid amount of \$204,239.40

Suggested Motion:

I move to adopt Resolution No. 1413 awarding the general services contract for the FY2016 brick engraving services to *Fund Raisers, LTD.*, for the Bid amount of \$204,239.00 and authorizing the Executive Director to take all necessary steps to negotiate and execute the contract, and to expend funds as set forth in the resolution.



Invitation to Bid: Brick Engraving Services
BIDS DUE: October 14, 2015 at 2:00 p.m.

EXHIBIT A

RESULTS OF BID OPENING

Company	Ssealed Bid Received by 2:00 p.m. October 14, 2015	Bid Security (5% of Bid)	Signed Waiver and Release	Addendum 1 noted on the first page	Addendum 2 noted on the first page	Signed Bid Form	Engraving Unit Price	Additional Costs and Fees Charged to CCDC	TOTAL BID PACKAGE SUM	TWO CORRECT SAMPLES RECEIVED	Number of years engraving bricks for commercial sale or resale	Five brick references given	All 9 questions on Proposal answered in the affirmative	Idaho Preference Law Information
Fundraising Brick LLC (Missouri)	<i>No sealed bid received</i>								X X X	Two recvd; did not meet specs	<i>No information provided</i>			
J+C Brick Engraving, LTD d.b.a. "Cut In Stone" (Texas)	Yes	NO	Yes	Yes	Yes	Yes	\$16	zero	\$223,824.00	Two recvd; did not meet specs	18	References given did not meet specs	Yes	n/a
Fund Raisers, LTD (Idaho)	Yes	Yes	Yes	Yes	Yes	Yes	\$14.60	zero	\$204,239.40	Yes	25+	Yes	Yes	n/a

Determination of the lowest qualified bidder will not be final until the CCDC Board of Commissioners reviews the Bid results at a public meeting scheduled for November 9, 2015, and decides whether to award a contract and which Bidder will receive the contract award.
 CCDC Board meetings begin at noon and are held in the CCDC Board Room, 121 N. 9th Street, Suite 500, Boise IDAHO 83702.
 Questions may be directed to: Mary Watson, Contracts Manager, 208-384-4264 or mwatson@ccdcb Boise.com.

RESOLUTION NO. 1413

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING FUND RAISERS, LTD., IS THE LOWEST QUALIFIED BIDDER FOR THE FY2016 INVITATION TO BID FOR BRICK ENGRAVING SERVICES; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A GENERAL SERVICES CONTRACT WITH FUND RAISERS, LTD., FOR THE BRICK ENGRAVING SERVICES; AND PROVIDING AN EFFECTIVE DATE

THIS RESOLUTION, is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Agency is required to comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code; and

WHEREAS, Idaho Code § 67-2806(2) provides for a competitive sealed bidding process for procurement of general services and personal property valued in excess of \$50,000; and

WHEREAS, the Agency is in need of brick engraving services in order to re-engrave 13,989 original "founders" bricks as part of its renovation of the Grove Plaza; and

WHEREAS, the Agency's budget for fiscal year 2016 includes funding for the re-engraving of the founders bricks; and

WHEREAS, the Agency issued an Invitation to Bid for Brick Engraving Services on September 15, 2015, and published the requisite public notice of the Invitation to Bid in the Idaho Statesman newspaper on September 15 and 22, 2015; and,

WHEREAS, the Agency's Invitation to Bid set forth specific bidding procedures and specifications that the Agency considered to be in its best interest and critical to its ability to receive the exact services sought to be procured, including: submission of a sealed bid and bid bond; proof of experience engraving brick pavers for similarly-sized projects; and submission of two Endicott™ brick pavers showing the quality of the company's engraving services; and,

WHEREAS, the Agency received two (2) sealed bids by the due date and time of 2:00 p.m. on October 14, 2015; and,

WHEREAS, of the two (2) bids received, the bid received from Fund Raisers, LTD., for the amount of Two Hundred Four Thousand Two Hundred Thirty-Nine and 40/100 Dollars (\$204,239.40) was the lowest bid price complying with bidding procedures and meeting the specifications for the services sought to be procured; and,

WHEREAS, Fund Raisers, LTD., provided a unit price of Fourteen and 60/100 Dollars (\$14.60) for each brick engraved, as part of its bid; and

WHEREAS, Agency staff reviewed the bids and recommends to the Board that the contract award for the FY2016 Brick Engraving Services be made to Fund Raisers, LTD., as the lowest qualified bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Board hereby finds that Fund Raisers, LTD., submitted the lowest qualified bid for the FY2016 Brick Engraving Services needed by the Agency.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a general services contract with Fund Raisers, LTD., for brick engraving services for the per-brick unit price of \$14.60 and to expend up to TWO HUNDRED FOUR THOUSAND TWO HUNDRED THIRTY-NINE AND 40/100 DOLLARS (\$204,239.40) to re-engrave 13,989 founders bricks as part of the Agency's renovation of the Grove Plaza, consistent with the Board's stated instructions at the November 9, 2015, Agency Board Meeting, and further is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable based upon advice from Agency's legal counsel that is consistent with the comments and discussions received at the November 9, 2015, Agency Board Meeting.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on November 9, 2015.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on November 9, 2015.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

Date: _____

ATTEST:

By: _____
Secretary

Date: _____



INVITATION TO BID
BRICK ENGRAVING SERVICES

SEPTEMBER 15, 2015

CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9TH STREET, SUITE 501
BOISE, IDAHO 83702

CAPITAL CITY DEVELOPMENT CORPORATION
INVITATION TO BID – BRICK ENGRAVING SERVICES

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SAMPLE CONTRACT

ADVERTISEMENT FOR BIDS

BRICK ENGRAVING SERVICES

Sealed bids will be received by Capital City Development Corporation (CCDC) at 121 N. 9th St., Suite 501, Boise, Idaho, 83702 until 2:00 p.m., local time, on September 29, 2015, for brick engraving services. The project consists of engraving 13,989 bricks supplied by CCDC with three lines of unique engraving per brick, per the Invitation to Bid specifications.

Proposals will be opened and publicly read at the above hour and date. Late or incomplete submissions will not be accepted. Email and FAX submissions will not be accepted.

Interested parties are invited to obtain the Invitation to Bid and submission instructions at Capital City Development Corporation, 121 N. 9th St., Suite 501, Boise, Idaho 83702 (208)384-4264 or downloaded from the website: www.ccdcboise.com

A bid bond in the amount of 5% of the total bid amount is required.

No pre-bid conference will be held, but bidders are invited to see samples of the bricks and required engraving style at the CCDC offices.

Requests for information related to this Invitation should be directed to:
Mary Watson, Contracts Manager | Attorney at Law
(208) 384-4264 or mwatson@ccdcboise.com

Pub. Sept. 15, 22, 2015

INSTRUCTIONS TO BIDDERS

Capital City Development Corporation (CCDC) is an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho. CCDC owns The Grove Plaza ("Grove" or "Plaza") which is located in the heart of downtown Boise. After 30 years of public enjoyment, the Plaza is in need of certain renovations meant to enhance and modernize the public space, including installation of new, engraved brick pavers.

The intent of this Invitation to Bid is to obtain firm fixed pricing from qualified professional engravers who have the requisite experience and the capacity to receive 13,989 bricks supplied by CCDC and provide three lines of unique engraving onto each brick. One or more orders will be placed at various times throughout the contract period. No bid will be considered which stipulates that CCDC shall guarantee to order a specific quantity of engraving at one time or throughout the contract period. The proposed contract is for a period commencing with the execution of the contract by CCDC and will expire on September 30, 2016. All prices, discounts, terms, and conditions are to remain unchanged throughout the contract period.

GENERAL PROVISIONS

AWARD: Award, if made, will be to the qualified bidder submitting the lowest bid price complying with bidding procedures and meeting the specifications for the services sought to be procured. CCDC reserves the right to reject any bid from a bidder whose bid is submitted improperly, unintelligible, or incomplete. Prior to the effective date of a contract, CCDC shall have the right to accept or reject all bids, to waive any minor deviations/informalities, or to cancel the bid.

ORAL INFORMATION: Questions concerning a bid must be directed in writing to CCDC's Contract Manager no less than seven (7) calendar days before bids are due unless provided otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder's sole risk. Any information given a prospective bidder in response to a written question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders.

PUBLIC RECORDS: CCDC is a public agency. The Idaho Public Records Act, Idaho Code Title 74, Chapter 1, 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. Unless exempted by the Public Records Law, your bid will be a public record subject to disclosure under the Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed to your legal counsel prior to submission.

FORM OF AGREEMENT: The agreement between the successful bidder and the Agency shall be the General Services Agreement between Agency and Contractor. A sample is provided in the Invitation to Bid.

PERFORMANCE BOND: A performance bond will be required at the time of execution of the Contract, in an amount of not less than one hundred percent (100%) of the total bid package sum. The performance bond shall be a standard surety form executed by a surety reasonably acceptable to the Agency and authorized to do business in the State of Idaho.

TAXES: CCDC is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by CCDC. Items purchased by CCDC 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 pricing.

INSURANCE: Prior to executing a contract for engraving services, the successful bidder will be required to provide proof of the insurance coverages as specified in the contract.

BID SUBMISSION PROCESS

BID DOCUMENTS: The responsibility is on the bidder to use a complete set of bid documents to prepare a bid. Agency shall not incur any liability for the bidder's failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents. Bidders shall field verify all information pertaining to the Work and shall be responsible for the determination of all quantities of materials required for the completion of the Work. No allowance shall be made for bidder's failure to field-verify.

ADDENDA: In the event it becomes necessary to revise any part of the bid documents, addenda will be issued. Information given to one bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders. It is the bidder's responsibility to check for addenda prior to submitting a bid. A bidder is required to acknowledge receipt of all addenda by identifying the addenda numbers in the space provided on the bid proposal form. Failure to do so may result in the bid being declared non-responsive. No addenda will be issued less than four (4) calendar days before the closing date unless the bid closing date is extended.

OBJECTIONS TO SPECIFICATIONS OR PROCESS: Objections to specifications or bidding procedures must be in writing and received by CCDC's Contracts Manager at least three (3) business days before the date and time of bid opening. The objection must state the exact nature of the protest, describing the location of the protest portion or clause in the Bid documents and explaining why the provision should be struck, added, or altered, and contain suggested corrections. CCDC may deny the objection, modify the Invitation to Bid, and/or reject all or part of the objection.

BID FORM: Bids must be submitted on the bid proposal forms, or copies of forms, furnished by the Agency. Bids submitted must contain an original signature in ink on the following forms:

- Bid Proposal Form
- Waiver and Release
- Bid Bond (bid security)

The Waiver and Release Form must be completed and included or the bid will be found non-responsive. The person signing the Bid Proposal Form must initial any and all changes appearing on any bid form. If the bidder is a corporation or other legal entity, the bid form must be signed by an authorized designee. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bid forms and/or signatures will not be considered.

BID PRICES: The bid form requires bidders to submit bid unit prices and a total bid package sum. Bidder will use the chart shown in the Bid Proposal form and will fill it out completely. The total bid package sum is calculated by multiplying the unit price by 13,989 bricks to be engraved plus adding all additional costs or fees charged to CCDC by the bidder. Bid amounts shall be expressed in words and numbers. The amount in words shall prevail if there is a discrepancy. Bids must remain open for sixty (60) days.

SAMPLES: Bidders shall furnish the following samples for evaluation with their bids:

- One (1) unfilled sample to show the actual engraving depth.
- One (1) dark color brick with light lettering fill to show quality and color contrast.

Text on the samples can be any words or combinations of letters, numbers, and standard QWERTY keyboard characters. Bidders' samples do not need to be brick pavers from Endicott Clay Products Company, but they must be 8" x 4" x 2 3/4" brick pavers with wire-cut face, engraved with the Frutiger font in sizing as set forth in the Special Bid Terms and Conditions below. Bidder is encouraged to view the samples displayed at the CCDC offices to determine whether Bidder can supply a matching product with color-matched filler.

The successful bidder's samples may be retained pending delivery for comparison with products delivered under the contract. Samples will not be returned unless the bidder indicates the requirement to do so at the time the sample is furnished, and then only at the bidder's expense. Failure to arrange for pick-up of released samples within thirty (30) days will result in disposal of the samples.

TIME FOR SUBMISSION: Bids must be submitted on or before the time specified above. Late submissions will be rejected.

SEALED ENVELOPE: Bids shall be submitted in a sealed envelope with the following clearly printed on the outside of the envelope: BRICK ENGRAVING SERVICES; the name and address of the bidder; and a statement such as "BID ENCLOSED" to indicate that it is a bid. Brick paver samples shall be in a sealed box or container that is separate from the submitted bid forms but identified in such a way as to stay associated with the submitted bid.

MAILED BIDS: When bids are mailed or shipped, the sealed envelope containing the bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. If mailed, the mailing envelope shall be addressed as follows:

Capital City Development Corporation
Bid: Brick Engraving Services
121 N. 9th Street, Suite 501
Boise, Idaho 83702

It is the bidder's responsibility to ensure that its bid is delivered to the place designated for receipt on or before the specified closing time. The Agency assumes no responsibility for delays in the delivery of mail by the U.S. Post Office or private couriers. Bidders should be advised the intra-state mail system may increase delivery time from arrival at Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE REJECTED, WILL NOT BE OPENED, AND WILL BE RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

BID CLOSING DECLARED: Immediately prior to the bid opening, CCDC's representative will declare the official bid closing. Any part of a bid not received prior to the bid closing declared by the designated representative will not be considered and will be returned to the bidder unopened. All bids shall be taken under advisement.

EXECUTIVE ORDER 2009-10: Bidder shall prepare and submit its bid based on compliance with Executive Order 2009-10 and shall warrant that the bidder does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; bidder shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this bid.

LEGAL RESIDENCY REQUIREMENT: By submitting a bid, the bidder attests, under penalty of perjury, that he (the bidder) is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the bidder will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

IDAHO PREFERENCE LAW: Idaho Code § 67-2349 requires CCDC to apply a preference in determining which Contractor submitted the lowest responsible bid. If the Contractor who submitted the lowest dollar bid is domiciled in a state with a preference law that penalizes Idaho domiciled contractors, CCDC must apply the preference law (percentage amount) of that domiciliary state to that Contractor's bid.

BID SECURITY: To be considered, bids must be accompanied by an acceptable bid security in an amount not less than five percent (5%) of the total value of the bid package – calculated by using bidder's unit prices multiplied by 13,989 bricks to be engraved plus all additional costs or fees charged by the bidder. The security may be in the form of cash, a bond, or a certified or cashier's check.

BID MODIFICATION OR WITHDRAWAL: If a bid has been submitted, it may be modified or withdrawn in person by a bidder's authorized representative before the opening of the bids. A bidder's representative will be required to show identification and sign on a bid summary sheet before it will be released. After bid closing, no bid may be modified or withdrawn except in strict accordance with these Instructions or applicable law.

OBJECTION TO AWARD OF CONTRACT: If any participating bidder objects to CCDC's award of the contract, such bidder shall respond in writing to the notice from CCDC within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason or reasons that the award decision of CCDC's governing board is in error. Upon receipt of such objection, CCDC' governing board shall review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefore. After completion of the review process, CCDC may proceed as it deems to be in the public interest.

SPECIAL BID TERMS AND CONDITIONS

The intent of this Invitation to Bid is to obtain firm fixed pricing from qualified professional engravers who have the requisite experience and the capacity to receive 13,989 bricks supplied by CCDC and provide three lines of unique engraving onto each brick. One or more orders will be placed at various times throughout the contract period. No bid will be considered which stipulates that CCDC shall guarantee to order a specific quantity of engraving at one time or throughout the contract period. The proposed contract is for a period commencing with the execution of the contract by CCDC and will expire on September 30, 2016. All prices, discounts, terms, and conditions are to remain unchanged throughout the contract period.

This Invitation to Bid contains extremely specific details which are required in order to meet the demands of the new design and layout of the bricks on the Grove. Therefore, these Special Conditions must be met in order to be considered a Qualified Bidder to provide the services needed within the deadlines set by the renovation schedule and incorporated in the Contract. The following combination of experience and engraving capacity are required to be considered a Qualified Bidder:

Engraving experience required:

- A minimum seven (7) years' experience engraving bricks for commercial sale or resale.
- Prior experience engraving Endicott™ wire-cut 8" x 4" x 2 ¾" clay bricks.
- Experience completing five (5) engraving jobs of at least 10,000 bricks per job.

Engraving facility / capacity required:

- Utilize a CNC (computer numerical control) engraving machine capable of engraving into the Endicott™ brick pavers; hand engraving is not acceptable.
- Have the necessary storage space to receive and store up to 17,355 bricks upon manufacturer's delivery of bricks (expected on or about October 26, 2015).
- Have the necessary manpower to engrave and fill in, in accordance with the specifications of the Invitation to Bid, 13,989 bricks by May 1, 2016.
- Palletize the engraved and filled bricks, in specifically recorded batches, with names accurately documented in each batch, with each batch specified by pallet, in specific order of placement, to allow for brick-locator online web programming.
- Ability to replace, within 48 hours' notice by CCDC, any engraved bricks that upon removal from pallets for installation at the construction site are found to be damaged or broken.

Engraving specifications:

- Engrave Endicott™ wire-cut 8" x 4" x 2 ¾" clay brick pavers with square edges each with three (3) lines of text and fifteen (15) characters per line.
- Engraving must be Frutiger Font, .5-inch letter height and 50% character spacing – to match exactly the samples displayed at the CCDC offices.
- Engraving depth before insertion of filler must be at least 1/8-inch but no more than 1/4-inch.
- Insertion of filler that can be pigmented to color-match the samples displayed at the CCDC offices, with filler to be flush with the surface of the brick.
- Insertion of filler that guarantees for the lifetime of the brick the permanent legibility with no deterioration or collection of dirt or debris in the lettering.

END OF SPECIAL BID TERMS AND CONDITIONS

BID PROPOSAL

TO: CAPITAL CITY DEVELOPMENT CORPORATION (CCDC)

The Bidder, in compliance with your Invitation to Bid for Brick Engraving Services, having examined the bidding and Contract Documents and being familiar with all of the conditions surrounding the proposed Work, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract once the first shipment of bricks arrives from the manufacturer and work diligently to completion of the services by May 1, 2016.

Bidder acknowledges Addenda No. _____
(List all Addenda)

BID PROPOSAL: Bidder agrees to perform all of the Work described in the Invitation to Bid for Brick Engraving Services for the following unit prices and Total Bid Package Sum:

	Amount in Words	Amount in Figures
Engraving (Unit Price):		\$
Unit Price x 13,989 bricks engraved =		\$
Any Additional Costs and Fees charged to CCDC by Bidder:		\$
Total Bid Package Sum		\$

*Chart must be filled out completely; failure to show unit prices or additional costs and fees will render the bid non-responsive. Amounts shall be shown in both words and figures.
In case of discrepancy, the amount shown in words will govern.*

Bidder agrees that this bid shall be good for a period of sixty (60) days after the scheduled opening time for receiving bids. Bidder understands that the Agency reserves the right to reject any or all bids and to waive any informality in the bidding.

Upon receipt of written Notice of Intent to Award of this bid, bidder will execute the formal Contract within ten (10) calendar days and deliver a Performance Bond in the amount of 100% of the Total Bid Package Sum shown above, as required by the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the Total Bid Package Sum is to become the property of the Agency, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Agency caused thereby.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Executive Order 2009-10 and the General Services Agreement between Agency and Contractor.

BIDDER QUALIFICATIONS:

Bidder must answer each of the following questions.

Failure to answer each of the questions below shall make your bid non-responsive.

List number of years' experience engraving bricks for commercial sale or resale: _____

List five (5) references for brick engraving jobs of at least 10,000 bricks per job:

1. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved
2. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved
3. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved
4. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved
5. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved

BIDDER QUALIFICATIONS – CONTINUED

Do you have experience engraving Endicott™ wire-cut clay bricks?

☐ Yes ☐ No

Do you have access to a CNC (computer numerical control) engraving machine capable of engraving into the Endicott™ wire-cut clay brick pavers?

☐ Yes ☐ No

Do you have the necessary storage space to receive and store up to 17,355 bricks upon manufacturer's delivery of bricks?

☐ Yes ☐ No

Do you have the necessary manpower to produce 13,989 engraved and filled bricks by the May 1, 2016 deadline?

☐ Yes ☐ No

Do you have the ability to palletize the engraved and filled bricks in specific batches, with names accurately documented in each batch, with each batch specified by pallet, in specific order of placement, to allow for brick-locator online web programming?

☐ Yes ☐ No

Do you have the ability to replace within 48 hours' notice any engraved bricks that upon removal from pallets for installation at the construction site are found to be damaged or broken?

☐ Yes ☐ No

Do you have the ability to engrave Endicott™ wire-cut 8" x 4" x 2 ¾" clay brick pavers with square edges each with three (3) lines of text and fifteen (15) characters per line in Frutiger Font that is .5-inch letter height and 50% character spacing?

☐ Yes ☐ No

Do you have the ability to engrave to a depth (before insertion of filler) that is at least 1/8-inch but no more than 1/4-inch?

☐ Yes ☐ No

BIDDER QUALIFICATIONS – CONTINUED

Do you have the ability to insert a filler that guarantees for the lifetime of the brick the permanent legibility with no deterioration or collection of dirt or debris in the lettering and that can be pigmented in order to exactly color-match the samples held by CCDC?

☐ Yes ☐ No

END OF BIDDER QUALIFICATIONS SECTION

PLEASE SIGN AND DATE BELOW FOR YOUR BID TO BE VALID.

Dated this _____ day of _____, 2015.

Respectfully submitted by:

(Seal - if bid is by a corporation)

(Company)

(Street or PO Address)

(City, State and zip code)

(Authorized Signature)

(Title)

(Telephone Number)

(FAX Number)

EXECUTE AND SUBMIT WITH BID

WAIVER AND RELEASE

The undersigned has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid for Brick Engraving Services.

- A. Discretion of CCDC: CCDC reserves the right in its sole discretion and judgment for whatever reason it deems appropriate to, at any time unless contrary to applicable state law:
- 1) Modify or suspend any and all aspects of the bid process;
 - 2) Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for completion of the services and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group;
 - 3) Waive any formalities or defects as to form, procedure, or content with respect to its Invitation to Bid and any responses by any Bidder thereto;
 - 4) Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another;
 - 5) Accept or reject all or any part of any materials, plans, drawings, schedules, proposals or statements, including, but not limited to, the nature and type of Bid.
- B. Non-Liability of CCDC
- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - 2) The undersigned agrees that it has carefully and thoroughly reviewed the Invitation to Bid and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Bidder's Signature: _____

Print Name: _____

Print Title: _____

Company Name: _____

Date: _____



GENERAL SERVICES AGREEMENT BRICK ENGRAVING SERVICES

THIS GENERAL SERVICES AGREEMENT ("Agreement") is made by and between Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho, ("CCDC") and _____ ("CONTRACTOR") (individually referred to as "Party" and collectively as the "Parties"), who agree as follows:

PURPOSE AND INTENT

As a component of CCDC's Grove Plaza Renovation Project, CCDC will be transitioning the current brick paver specification standard from "I" brick pavers to a new specification standard of rectangular brick pavers. Due to the fact that the "first generation" of personalized engraved brick pavers ("Founders' bricks") installed at The Grove Plaza in 1986 are "I" bricks, CCDC has elected to replace the existing Founders' bricks with the new rectangular pavers. To that end, CCDC wishes to engage CONTRACTOR to provide specialized brick paver engraving services, using CONTRACTOR's unique and skilled method of engraving, in order for CCDC to preserve the tradition of community involvement at The Grove Plaza.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. **CONTRACT DOCUMENTS; SCOPE OF SERVICES; SCHEDULE.** The Contract Documents consist of: this Contract and its Exhibit(s); the Invitation to Bid: Brick Engraving Services, issued by CCDC on September 15, 2015, and expressly incorporated by reference, including any Addenda thereto issued prior to execution of this Agreement; written amendments signed by both CCDC and CONTRACTOR; and CONTRACTOR's Bid Proposal, and any Bonds and Insurance as required. CONTRACTOR shall perform engraving services as described in the Contract Documents which consists of engraving and filling 13,989 brick pavers for installation by CCDC. CONTRACTOR shall complete all brick engraving services no later than May 1, 2016, and shall deliver the engraved pavers to CCDC's specified location at a date to be determined but in no case later than May 1, 2016.

- (a) **Paver Acquisition and Delivery.** Parties acknowledge CCDC has procured a quantity of brick pavers of which 13,989 will be engraved as Founders' bricks under this Agreement. Pavers may be delivered in one or more shipments according to supplier's production capabilities, with a shipment to be received FOB at CONTRACTOR'S engraving facilities on or about October 25, 2015.

Upon receipt of the shipment(s) of pavers from CCDC's supplier, CONTRACTOR shall be responsible for any and all damages to the pavers until which time they are delivered to the custody of CCDC for installation on The Grove Plaza. CONTRACTOR will replace at no charge to CCDC any pavers damaged during that time of CONTRACTOR'S custody. Damage is defined as: chips on the exposed surface of the paver larger than 1/4" and cracks longer than 2". CCDC

shall assume liability for any damages to the engraved pavers after CCDC has taken possession of the engraved pavers. Coordination of delivery steps, including receipt of the engraved pavers by CCDC or its representative, will be arranged by the Parties as needed.

Upon delivery of the engraved bricks to The Grove Plaza for installation, CONTRACTOR will provide up to five (5) hours of on-site staff support in order to assist in facilitation of de-palletizing bricks for installation.

Because of the critical deadlines associated with the Grove Plaza project, CCDC and CONTRACTOR agree that if CONTRACTOR fails to deliver the full quantity of 13,989 engraved pavers to CCDC's custody by May 1, 2016, CCDC will have no choice but to proceed with installation of non-engraved pavers where engraved pavers are not yet available, and CONTRACTOR agrees to reimburse CCDC for all reasonable expenses associated with CCDC's contractor removing the non-engraved pavers and reinstalling the engraved pavers.

2. **NOTICE TO PROCEED.** CONTRACTOR shall notify CCDC when brick pavers arrive FOB from the manufacturer in order for CCDC to inspect the bricks. Services to be performed under this Agreement shall commence upon CCDC's written approval of brick pavers as received from the manufacturer.

3. **AMOUNT AND METHOD OF PAYMENT.**

- (a) Amount and Method of Payment: CCDC agrees to pay CONTRACTOR a fee not to exceed _____ (\$_____) (the "unit price") for each brick paver engraved under this Agreement, plus costs and fees in the amount of _____ (\$_____), for a Total Bid Package Sum of _____ (\$_____) for engraving 13,989 bricks. In the event CCDC requires more brick engraving than the 13,989 units anticipated, CONTRACTOR will charge the unit price indicated above, said unit pricing being available to CCDC for the duration of this Agreement, and with reasonable costs and fees as negotiated.
- (b) Reimbursable Expenses. Reimbursable expenses shall include general out-of-pocket expenses and are limited to: long-distance telephone charges, photo-copying expenses, and overnight or standard mailing expenses, and shall be billed to CCDC at the actual cost to CONTRACTOR with no mark-up.
- (c) Notice Required Prior to Overages. CONTRACTOR shall notify CCDC if CONTRACTOR anticipates CONTRACTOR's charges for the Scope will exceed the not-to-exceed limit set for this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment shall be approved by CCDC in writing prior to the CONTRACTOR incurring costs in excess of the not-to-exceed limit.
- (d) Invoices. CONTRACTOR shall provide time and expense records to CCDC in an invoice submitted to CCDC for payment. Monthly invoices if approved by CCDC in writing shall be in a format acceptable to CCDC. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice shall

also specify current billing and previous payments, with a total of cost incurred and payments made to date.

- (e) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of proper invoice, subject to Sections 3(f) and 21.
- (f) Correcting Deficiencies. If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONTRACTOR in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONTRACTOR shall have seven (7) working days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines the services or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement for cause as set forth in Section 21 of this Agreement.

4. **RIGHT OF CONTROL.** CCDC agrees that it will have no right to control or direct the manner or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that their other contracts and services shall not interfere with the performance of services under this Agreement. CCDC agrees to coordinate project schedules, respective commencements, and deadlines with CONTRACTOR.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** CONTRACTOR is an independent CONTRACTOR and is not an employee, servant, agent, partner, or joint venturer of CCDC. CCDC shall determine the services and work products to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the services and work projects specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONTRACTOR.

6. **DISCRIMINATION PROHIBITED.** In performing the services required herein, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination or suspension of the Agreement by CCDC, in whole or in part, and may result in ineligibility to perform additional services for CCDC.

7. **LICENSES AND LAW.** CONTRACTOR represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable laws, ordinances, and codes of Federal, State and local governments in the performance of the services hereunder.

8. **ACCESS TO RECORDS AND AUDITS.** CONTRACTOR shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records

shall be available for review by CCDC representatives for three (3) years after final payment. Copies shall be made available upon request.

9. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by CCDC on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

10. **FRINGE BENEFITS.** Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of CCDC.

11. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES.** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services and work product included in the Scope of Services

12. **PROPRIETARY RIGHTS.** With the exception of computer models created by CONTRACTOR, all other data, materials, reports, maps, graphics, tables, memoranda and other documents or products developed under this Agreement whether finished or not shall become the property of CCDC, shall be forwarded to CCDC at its request and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONTRACTOR for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONTRACTOR harmless therefore.

13. **CONFIDENTIALITY.**

- (a) CONTRACTOR agrees to maintain confidentiality of all work products produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda and other documents, unless and until CCDC signifies its written approval that a work product may be published as final work product. CCDC reserves the right to distribute a final work product as it sees fit, provided that CONTRACTOR may use copies of any final work product in the marketing of its firm. CONTRACTOR may use interim and draft work products in the marketing of its firm only upon written authorization from CCDC.
- (b) CONTRACTOR agrees that any names and addresses received from CCDC shall only be used on behalf of CCDC and shall not be used to create, distribute or sell mailing lists. CONTRACTOR further agrees to maintain confidentiality of names and addresses received for any purpose and shall not use names and addresses in any work product except as authorized by CCDC.

14. **SUBCONTRACTORS.** CONTRACTOR may propose to CCDC the use of subcontractors ("SUBCONTRACTORS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of subcontractors and the amount and method of subcontractors' compensation prior to commencement of any services by subcontractors, and such approval shall be in writing. CCDC shall also determine whether the selection of subcontractors should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of subcontractors. Such changes in subcontractors shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically

authorized by CCDC in writing. CCDC shall have no liability to subcontractors and CONTRACTOR shall be responsible for services performed or work product produced by the subcontractors and payment to subcontractors.

15. **COORDINATION WITH OTHER CONTRACTORS.** CONTRACTOR recognizes that CCDC has or may enter into agreements with other CONTRACTORS. Upon request, CONTRACTOR agrees to coordinate with and work in conjunction with other CONTRACTORS when the need arises.

16. **STANDARD OF CARE.** CONTRACTOR shall perform its services consistent with the professional skill and care ordinarily provided by professional engraving companies practicing in the same or similar locality under the same or similar circumstances. The CONTRACTOR shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of any services or work products performed under this Agreement.

CONTRACTOR shall be entitled to rely on the accuracy and completeness of any information furnished by CCDC, except in such circumstances that CONTRACTOR should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by CONTRACTORS practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. CONTRACTOR shall provide prompt notice to CCDC if CONTRACTOR becomes aware of any errors, omissions or inconsistencies in such information.

17. **INDEMNIFICATION.** CONTRACTOR agrees to indemnify, defend and hold harmless CCDC, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by the CONTRACTOR's negligence or intentionally wrongful acts during the performance of this Agreement by CONTRACTOR or CONTRACTOR's agents, employees, or representatives. In case any action or proceeding is brought against CCDC or its officers, agents or employees by reason of or arising out of connection with CONTRACTOR's negligence or intentionally wrongful acts during the performance of this Agreement, CONTRACTOR, upon written notice from CCDC, shall at CONTRACTOR's expense, resist or defend such action or proceeding.

18. **INSURANCE.** Prior to commencing to provide services under this Agreement, CONTRACTOR shall obtain at its sole cost and expense and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below:

- (a) CONTRACTOR shall maintain in full force and effect Worker's Compensation as required by applicable law or regulation, and provide proof to CCDC of such coverage or that such worker's compensation insurance is not required under the circumstances.
- (b) CONTRACTOR agrees to obtain and keep in force during the term of this Agreement a commercial general liability insurance policy on an occurrence basis (as opposed to a claims made basis) with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury

to persons or property arising out of or in connection with the CONTRACTOR's negligence during the performance of this Agreement.

- (c) CONTRACTOR agrees to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.
- (d) Employer's liability insurance in the minimum amount required by applicable law or regulation.
- (e) CONTRACTOR shall provide to CCDC proof of workers compensation and general, professional and employer's liability coverage as set forth above before commencing its performance as herein provided, and shall require insurer to notify CCDC ten (10) days prior to cancellation of said policy or policies.

19. **PERFORMANCE BOND.** CONTRACTOR shall furnish a performance bond to CCDC. The bond shall set forth a penal sum in an amount not less than the Total Bid Package Sum and shall include a power of attorney attached to the bond. The signature of both the CONTRACTOR and the Surety are required. If the Surety is incorporated, the bond must have the corporate seal. The bond shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in the bond. In the event the Total Contract Sum is adjusted by the Parties, the penal sum of the bond shall be deemed increased by like amount. The bond furnished by CONTRACTOR shall be a standard surety form and shall be executed by a Surety, or Sureties, reasonably acceptable to CCDC and authorized to do business in the State of Idaho and shall be payable to CCDC. The performance bond shall include coverage in favor of CCDC for correction of Defective Work by CONTRACTOR for two years following delivery of the engraved bricks to CCDC for installation.

20. **WARRANTY.** CONTRACTOR warrants that all materials shall be new and of good quality and free from defective workmanship and materials. CONTRACTOR shall be specifically obligated to correct, upon written direction from CCDC, any and all defective or nonconforming work for the lifetime of the brick paver. CONTRACTOR's warranty excludes remedy for damage or defect caused by abuse by Agency or its representatives, improper or insufficient maintenance, or normal wear and tear and normal usage. This warranty shall survive the completion of this Agreement and final payment to the CONTRACTOR.

21. **TERMINATION OF AGREEMENT.**

- (a) **FOR CAUSE.** If, through any cause, the CONTRACTOR shall fail to fulfill its obligations in compliance with the schedule under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, CCDC shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, CONTRACTOR shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date. CONTRACTOR shall provide CCDC all work products generated prior to date of termination. All work products generated, whether complete or not, are the property of CCDC, as set forth in Section 12 of this Agreement.

- (b) **TERMINATION FOR CONVENIENCE OF CCDC.** CCDC may terminate this Agreement at any time, for any reason, by giving at least a fifteen (15) day notice in writing to the CONTRACTOR. If this Agreement is terminated by CCDC as provided herein, CONTRACTOR shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date. CONTRACTOR shall also provide CCDC all work products of consulting generated to date of termination.

22. **DISPUTES.** In the event that a dispute arises between CCDC and the CONTRACTOR regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

23. **ATTORNEY FEES.** Should any litigation or arbitration be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by arbitrator or court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

24. **NONWAIVER.** Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

25. **NOTICES.** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when delivered in person, by courier or mailed in the United States mail, certified, return receipt requested, addresses as follows:

To CCDC:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, ID 83702
208-384-4264
jbrunelle@ccdcb Boise.com

To CONTRACTOR:

Telephone numbers and E-mail addresses are for convenience and not to be used for notices required to be in writing. Either Party may, by written notice, change the address, telephone number and/or E-mail address listed above.

26. **GENERAL ADMINISTRATION AND MANAGEMENT.** The Executive Director of CCDC, or his/her designee, shall be CCDC's representative, and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required of CCDC under this Agreement.

27. **TERM OF AGREEMENT.** This Agreement shall begin on the date when both Parties have signed the Agreement (last date signed) and shall expire on September 30, 2016. The expiration date may be extended due to necessity or unforeseen circumstances if approved by CCDC in writing. CONTRACTOR shall begin performing services upon CONTRACTOR's receipt of brick pavers from the manufacturer and inspection by CCDC, with an expected delivery date on or about October 25, 2015. The Parties acknowledge and understand that nothing in this Agreement precludes CONTRACTOR from responding to any Invitations to Bid or Requests for Qualifications or Proposals for any additional services or work products contemplated by CCDC.

28. **ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement covers services or work products CONTRACTOR has not completed, but does not cover services or work products that have been completed and CCDC has paid CONTRACTOR'S fee.

29. **AMENDMENTS.** This Agreement may be amended only in writing, upon mutual agreement of both CCDC and CONTRACTOR.

30. **ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CCDC.

31. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Such counterparts shall be deemed to be original instruments. Counterparts together shall constitute one (1) agreement.

32. **GOVERNING LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho, county of Ada.

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

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

35. **THIRD PARTY BENEFICIARIES.** CCDC and CONTRACTOR are the only Parties to this Agreement. The Parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

IN WITNESS WHEREOF, CCDC and CONTRACTOR have executed this Agreement with an effective date as of the last date written below.

CAPITAL CITY DEVELOPMENT CORP.

CONTRACTOR

John Brunelle, Executive Director

Date: _____

Date: _____

EXHIBITS

- List of Content to be Engraved

SAMPLE

Budget Info / For Office Use	
Fund/District	301
Account	6250
Activity Code	15119
PO #	TBD
Due Date	May 31, 2016
Term Date	September 30, 2016

EXHIBIT

CCDC's List of Content to be Engraved

{To be added at time of Contract execution.}

SAMPLE



BID ADDENDUM No. 1

1.1 PROJECT INFORMATION: Invitation to Bid for Brick Engraving Services
OWNER: Capital City Development Corporation
DATE OF ADDENDUM: September 23, 2015

1.2 NOTICE TO BIDDERS

- A. This Addendum serves to clarify, revise, and supersede information in the Invitation to Bid. Portions of the Addendum affecting the Contract Documents will be incorporated in the Contract by enumeration of the Addendum in the General Services Agreement between Agency and Contractor.
- B. The bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. Because of the information contained in this Addendum, the date for receipt of bids is hereby changed. Bid submission to the CCDC office address remains unchanged.
 - 1. New Bid Due Date: Wednesday, October 14, 2015 by 2:00 p.m.

1.3 REVISIONS TO TABLE OF CONTENTS

- A. TABLE OF CONTENTS: Revised to insert line "ADDENDUM #1"

1.4 REVISIONS TO INSTRUCTIONS TO BIDDERS

- A. Introductory Paragraph: Revised to add the following information:

CCDC will supply the successful bidder with 13,989 bricks which will need unique engraving. The unique text to be engraved on each brick originates from the bricks installed on The Grove Plaza 30 years ago. The original bricks had one line of text with up to 26 characters – that text will need to be re-formatted into a three line, 15 characters per line, format. The successful bidder must complete the inscription formatting utilizing natural breaking points between words and refrain from using hyphens. Any use of hyphens will require review and approval by CCDC before engraving. The General Services Agreement between Agency and Contractor will contain a provision regarding this detail.

Examples regarding hyphenation:

Original brick engraving:

Stephen and Madeline Smith

New brick engraving - ACCEPTABLE:

Stephen and
Madeline Smith

New brick engraving – NOT ACCEPTABLE:

Stephen and Made-
line Smith

B. SAMPLES: Delete the paragraph in its entirety and replace with the following:

SAMPLES: Bidders shall furnish the following samples for evaluation with their bids:

- One (1) unfilled engraved sample to show the actual engraving depth.
- One (1) dark color brick with light lettering fill to show quality and color contrast.

Text on the samples shall read as follows:

“THE GROVE PLAZA”
BRICK-BY-BRICK
1234567890 @&!~

In order to show quality of filler, bidders' samples must be brick pavers from Endicott Clay Products Company, and must be 8" x 4" x 2 1/4" brick pavers with wire-cut face, engraved with the Frutiger font in sizing as set forth in the Special Bid Terms and Conditions below. Bidder is encouraged to view the samples displayed at the CCDC offices to determine whether Bidder can supply a matching product with color-matched filler.

CCDC is able to supply bidders with four (4) Endicott™ brick pavers for engraving as samples. Bidders should contact CCDC at (208) 384-4264 as early as possible to request the Endicott™ brick pavers suitable for sample engraving. Bidder will not be charged for the samples but will be charged for delivery if bidder requests that the bricks be shipped.

The successful bidder's samples may be retained pending delivery for comparison with products delivered under the contract. Samples will not be returned unless the bidder indicates the requirement to do so at the time the sample is furnished, and then only at the bidder's expense. Failure to arrange for pick-up of released samples within thirty (30) days will result in disposal of the samples.

- C. TIME FOR SUBMISSION: Revised to change the bid submission date and time to Wednesday, October 14, 2015 by 2:00 p.m.

1.5 REVISIONS TO SPECIAL BID TERMS AND CONDITIONS

- A. Engraving experience required: Revised to change the size of brick paver to be 8" x 4" x 2 1/4".
- B. Engraving facility / capacity required: The first bullet point is revised, as follows: "~~Utilize a CNC (computer numerical control) engraving machine~~ an engraving method capable of engraving into the Endicott™ brick pavers; ~~hand engraving is not acceptable.~~"
- C. Engraving specifications: The first bullet point is revised as follows: "Engrave Endicott™ wire-cut 8" x 4" x ~~2 3/4"~~ 2 1/4" clay brick pavers with square edges each with up to three (3) lines of text and up to fifteen (15) characters per line."

1.6 REVISIONS TO BID PROPOSAL FORM

- A. Bidder Qualifications: Two questions have been revised as follows. See new Bid Proposal form attached; Bidder to use new form.
1. Type of engraving machine is revised in the following question, as follows: "Do you ~~have access to a CNC (computer numerical control)~~ utilize an engraving machine method capable of engraving into the Endicott™ wire-cut clay brick pavers?"
 2. Size of brick paver is revised in the following question, with clarification added: "Do you have the ability to engrave Endicott™ wire-cut 8" x 4" x 2 1/4" clay brick pavers with square edges each with up to three (3) lines of text and up to fifteen (15) characters per line in Frutiger Font that is .5-inch letter height and 50% character spacing?"

List of Documents	Size of Sheet	No. of Pages
Addendum No. 1	8.5x11	3
Bid Proposal Form	8.5x11	4

END OF ADDENDUM No. 1

BID PROPOSAL

TO: CAPITAL CITY DEVELOPMENT CORPORATION (CCDC)

The Bidder, in compliance with your Invitation to Bid for Brick Engraving Services, having examined the bidding and Contract Documents and being familiar with all of the conditions surrounding the proposed Work, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract once the first shipment of bricks arrives from the manufacturer and work diligently to completion of the services by May 1, 2016.

Bidder acknowledges Addenda No. _____
(List all Addenda)

BID PROPOSAL: Bidder agrees to perform all of the Work described in the Invitation to Bid for Brick Engraving Services for the following unit prices and Total Bid Package Sum:

	Amount in Words	Amount in Figures
Engraving (Unit Price):		\$
Unit Price x 13,989 bricks engraved =		\$
Any Additional Costs and Fees charged to CCDC by Bidder:		\$
Total Bid Package Sum		\$

*Chart must be filled out completely; failure to show unit prices or additional costs and fees will render the bid non-responsive. Amounts shall be shown in both words and figures.
In case of discrepancy, the amount shown in words will govern.*

Bidder agrees that this bid shall be good for a period of sixty (60) days after the scheduled opening time for receiving bids. Bidder understands that the Agency reserves the right to reject any or all bids and to waive any informality in the bidding.

Upon receipt of written Notice of Intent to Award of this bid, bidder will execute the formal Contract within ten (10) calendar days and deliver a Performance Bond in the amount of 100% of the Total Bid Package Sum shown above, as required by the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the Total Bid Package Sum is to become the property of the Agency, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Agency caused thereby.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Executive Order 2009-10 and the General Services Agreement between Agency and Contractor.

BIDDER QUALIFICATIONS:

Bidder must answer each of the following questions.

Failure to answer each of the questions below shall make your bid non-responsive.

List number of years' experience engraving bricks for commercial sale or resale: _____

List five (5) references for brick engraving jobs of at least 10,000 bricks per job:

1. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved
2. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved
3. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved
4. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved
5. _____ Person to Contact	_____
_____	Phone Number
_____	_____
Name of Project and Its Location	Number of Bricks You Engraved

BIDDER QUALIFICATIONS – CONTINUED

Do you have experience engraving Endicott™ wire-cut clay bricks?

☐ Yes ☐ No

Do you utilize an engraving method capable of engraving into the Endicott™ wire-cut clay brick pavers?

☐ Yes ☐ No

Do you have the necessary storage space to receive and store up to 17,355 bricks upon manufacturer's delivery of bricks?

☐ Yes ☐ No

Do you have the necessary manpower to produce 13,989 engraved and filled bricks by the May 1, 2016 deadline?

☐ Yes ☐ No

Do you have the ability to palletize the engraved and filled bricks in specific batches, with names accurately documented in each batch, with each batch specified by pallet, in specific order of placement, to allow for brick-locator online web programming?

☐ Yes ☐ No

Do you have the ability to replace within 48 hours' notice any engraved bricks that upon removal from pallets for installation at the construction site are found to be damaged or broken?

☐ Yes ☐ No

Do you have the ability to engrave Endicott™ wire-cut 8" x 4" x 2 1/4" clay brick pavers with square edges each with up to three (3) lines of text and up to fifteen (15) characters per line in Frutiger Font that is .5-inch letter height and 50% character spacing?

☐ Yes ☐ No

Do you have the ability to engrave to a depth (before insertion of filler) that is at least 1/8-inch but no more than 1/4-inch?

☐ Yes ☐ No

BIDDER QUALIFICATIONS – CONTINUED

Do you have the ability to insert a filler that guarantees for the lifetime of the brick the permanent legibility with no deterioration or collection of dirt or debris in the lettering and that can be pigmented in order to exactly color-match the samples held by CCDC?

☐ Yes ☐ No

END OF BIDDER QUALIFICATIONS SECTION

PLEASE SIGN AND DATE BELOW FOR YOUR BID TO BE VALID.

Dated this _____ day of _____, 2015.

Respectfully submitted by:

(Seal - if bid is by a corporation)

(Company)

(Street or PO Address)

(City, State and zip code)

(Authorized Signature)

(Title)

(Telephone Number)

(FAX Number)



BID ADDENDUM No. 2

1.1 PROJECT INFORMATION: Invitation to Bid for Brick Engraving Services
OWNER: Capital City Development Corporation
DATE OF ADDENDUM: October 2, 2015

1.2 NOTICE TO BIDDERS

- A. This Addendum serves to clarify, revise, and supersede information in the Invitation to Bid. Portions of the Addendum affecting the Contract Documents will be incorporated in the Contract by enumeration of the Addendum in the General Services Agreement between Agency and Contractor.
- B. The bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum. Bid submission to the CCDC office address also remains unchanged.

- 1. Bid Due Date: Wednesday, October 14, 2015 by 2:00 p.m.

1.3 REVISIONS TO TABLE OF CONTENTS

- A. TABLE OF CONTENTS: Revised to insert line "ADDENDUM #2"

1.4 REVISIONS TO INSTRUCTIONS TO BIDDERS

- A. BID PRICES: Revised to add the following sentence: "Additional costs and fees charged to CCDC by the bidder includes all shipping and delivery fees to return the engraved bricks to CCDC for installation."

1.5 CLARIFICATION TO BID PROPOSAL FORM

- A. BID PROPOSAL: "Any Additional Costs and Fees charged to CCDC by Bidder" on the bid proposal chart includes all shipping and delivery fees.

END OF ADDENDUM No. 2



COPY

Toll-Free
1-800-288-6447
www.fundraisersltd.com

P.O. Box 8836 • Boise, Idaho 83707 • (208) 377-9011 • Fax (208) 377-9080

RESPONSE TO:
INVITATION TO BID
BRICK ENGRAVING SERVICES

SEPTEMBER 15, 2015

CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9TH STREET, SUITE 501
BOISE, IDAHO 83702

SUBMITTED BY:
FUND RAISERS, LTD.

Brick and Tile Engravers Since 1987
(208) 377-9011
(800) 288-6447
Fax (208) 377-9080

(BID ENCLOSED)

INTRODUCTION TO FUND RAISERS, LTD.

Since its inception in 1987, Fund Raisers, Ltd. has experienced many evolutions to become the industry leader in brick, tile, and stone engraving. Fund Raisers, Ltd.'s total product and service package is unique to the industry, where most companies only offer the engraved product.

Financially, our products and services have benefited thousands of organizations nationwide. Aesthetically, our bricks have enhanced walkways, plazas, entrances and other areas that complement new or existing architecture and design.

1987 – 1992

- Developed the best method to engrave bricks guaranteeing lifelong legibility.
- Became nationally and internationally known for offering the best quality and service in the brick engraving industry.

1993 – 1999

- Established our place in the sports facility market, with over forty current or past professional sport and collegiate clients.
- Introduced the "replica" concept to maximize our clients' revenue. A "replica" is a duplicate of the installed brick or tile shipped directly to the purchaser.
- Developed proprietary software specifically for personalized donor recognition programs. Its functionality results in our clients' programs being efficiently run with all pertinent data available in a multitude of customized reports.

2000 – Present

- Expanded our services by establishing our in-house Customer Service/Order Fulfillment Center. Offering comprehensive fulfillment services, Fund Raisers, Ltd. sets up and manages the administrative, financial, and customer service components of our clients' donor and fan recognition, commemorative items or promotional product programs. These services relieve our clients of those tasks so they can focus on marketing, the key to a successful program.
- Introduced new personalized and commemorative products including etched glass, personalized hockey pucks, baseballs, bats and display cases.
- Developed an Online Ordering System that is specifically customized to each program and links to our clients' website(s).
- Developed the industry's first Virtual Brick Website, an interactive form that allows purchasers to create their personal message and view frequently asked questions and unique message ideas.
- Enhanced our inventory management, warehousing, and shipping capabilities to increase storage capacity and accommodate high volume shipping.



FUND RAISERS, LTD.

EXPERIENCE AND CREDENTIALS

- A. Fund Raisers, Ltd. Experience Overview**
- B. Client Reference Letters**



FUND RAISERS, LTD. EXPERIENCE OVERVIEW

Since its inception in 1987, Fund Raisers, Ltd. has been the premier brick and tile engraving partner, working with over 40 high-profile organizations including professional sport teams and facilities, colleges and universities, and non-sport organizations, providing:

- ✓ Program set-up
- ✓ Marketing plan/timeline development consultation
- ✓ In-house Call/Customer Service Center
- ✓ Brick and replica production, warehousing and distribution
- ✓ Brick locator system development

VOLUME CAPABILITIES

Engraved over 10,000 bricks per program for over 15 donor recognition programs.

ENGRAVING QUALITY

More than 8 installations of over 10,000 bricks installed more than 10 years ago with engraving quality/legibility equal to the year of installation.

BRICK ENGRAVING AND LOCATOR SYSTEM COORDINATION

Engraved bricks and assisted in planning and coordinating brick and tile locator systems for more than 400,000 bricks or tiles in over 40 personalized donor recognition programs.

REPLICA PRODUCTION AND DISTRIBUTION

Timely production, shipping and tracking of more than 280,000 replicas for over 40 personalized donor recognition programs.

ENGRAVING ENDICOTT CLAY PRODUCTS

Endicott Clay Products Company has been a vendor of Fund Raisers, Ltd. for over 25 years. Fund Raisers, Ltd. has ordered and engraved on a variety of materials provided by Endicott, including, wire cut brick pavers and custom made smooth face pavers.



FUND RAISERS, LTD. EXPERIENCE OVERVIEW

Fund Raisers, Ltd. Client Brick Programs With Sales Over 10,000 Bricks

*(*Includes installations over 10 years old)*

	Quantity of Engraved Bricks Produced by Fund Raisers, Ltd.	Year of First Installation
AT&T Stadium, Dallas Cowboys Amon C. Simmons, Dallas Cowboys Merchandising 2500 Regent Blvd, Suite 100 Dallas, TX 75261 Phone: (972) 785-4925	36,152	2009
AT&T Park, San Francisco Giants Danny Dann, Vice President, Sponsorship and Special Event Services 24 Willie Mays Plaza San Francisco, CA 94107 Phone: (415) 972-2022	28,074	2000*
Bell Centre Arena, Montreal Canadiens Dave McGinnis, Manager of Business Development and Events 1260 De La Gauchetiere Montreal, QC H3B5E8 Phone: (514) 989-2711	25,775	2008
Busch Stadium, St. Louis Cardinals Vicki Bryant, Vice President, Event Services and Merchandising 700 Clark Street St. Louis, MO 63102 Phone: (314) 345-9330	47,632	2006
Chase Field, Arizona Diamondbacks Matt Helmeid, Manager, Special Projects 401 E. Jefferson Street Phoenix, AZ 85004 Phone: (602) 462-6553	14,661	1997*
CITI Field, New York Mets Paul Schwartz, Executive Director, Venue Services 123-01 Roosevelt Avenue New York, NY 11368 Phone: (718) 559-3152	58,167	2009
Comerica Park, Detroit Tigers Marc Himmelstein, Authentics Manager 2100 Woodward Avenue Detroit, MI 48201 Phone: (313) 471-2064	11,164	2001*

*Installations over 10 years old
9/23/2015



FUND RAISERS, LTD. EXPERIENCE OVERVIEW

Fund Raisers, Ltd. Client Brick Programs With Sales Over 10,000 Bricks

*(*Includes installations over 10 years old)*

	Quantity of Engraved Bricks Produced by Fund Raisers, Ltd.	Year of First Installation
Coors Field, Colorado Rockies Mary Beth Benner, Manager, Ballpark Services 2001 Blake Street Denver, CO 80205 Phone: (303) 312-2130 General Phone: (303) 292-0200	15,233	1997*
Fenway Park, Boston Red Sox Kathleen Harrington, Planning and Development Assistant 4 Yawkey Way Boston, MA 02215 Phone: (617) 226-6127	38,470	2012
Levi's ® Stadium, San Francisco 49ers Jamie Brandt, Vice President, Ticketing & Suites 4949 Centennial Blvd. Santa Clara, CA 95054 Phone: (408) 562-4932	26,098	2014
Great American Ballpark, Cincinnati Reds Zach Bonkowski, Director of Promotional Events 100 Main Street Cincinnati, OH 45202 Phone: (513) 765-7037	19,868	2002*
Lucas Oil Stadium, Indianapolis Colts Jay Souers, Vice President, Sponsorship Sales 7001 W. 56 th Street Indianapolis, IN 46254 Phone: (317) 808-5289	20,565	2008
Ohio Stadium, Ohio State University Jordan Birkemeier, Director, Buckeye Club 210 St. John Arena 410 Woody Hayes Drive Columbus, OH 43210 Phone: (614) 292-3612	15,463	2001*

***Installations over 10 years old**
9/23/2015



FUND RAISERS, LTD. EXPERIENCE OVERVIEW

Fund Raisers, Ltd. Client Brick Programs With Sales Over 10,000 Bricks

*(*Includes installations over 10 years old)*

	Quantity of Engraved Bricks Produced by Fund Raisers, Ltd.	Year of First Installation
Petco Park, San Diego Padres Sue Botos, Director, Padres Foundation 301 S. 10 th Avenue San Diego, CA 92101 Phone: (619) 881-6612	16,949	2006
PNC Park, Pittsburgh Pirates JJ McGraw, Ballpark Operations Manager 115 Federal Street Pittsburgh, PA 15212 Phone: (412) 325-4685	13,607	2001*
Progressive Field, Cleveland Indians Kurt Schloss, Senior Director, Merchandising 2401 Ontario Street Cleveland, OH 44115 Phone: (216) 420-4484	11,369	2007
Tiger Stadium, Louisiana State University Mary Dupont, Administrative Assistant, Accounting & Finances Tiger Athletic Foundation, P.O. Box 711 Baton Rouge, LA 70821 225-578-0125	11,262	2006
U.S. Cellular Field, Chicago White Sox Christine O'Reilly, Senior Director, Community Relations 333 W. 35 th Street Chicago, IL 60616 Phone: (312) 674-5387	18,498	2008
Wells Fargo Center, Philadelphia Flyers/76ers Ashley Vanett, Hospitality Coordinator 3601 S. Broad Philadelphia, PA 19148 Phone: (215) 952-4145	17,280	1994*
Wrigley Field, Chicago Cubs Carl Rice, Vice President, Ballpark Operations 1060 W. Addison Street Chicago, IL 60613 Phone: (773) 404-4054	38,144	2007

*Installations over 10 years old
9/23/2015





St. Louis Cardinals L.L.C.
700 Clark Street • St. Louis, MO • 63102-1727

June 14, 2010

To Whom It May Concern:

The St. Louis Cardinals have partnered with Fund Raisers, Ltd. on two fan recognition programs at the new Busch Stadium.

The first was for the opening of the new ballpark in 2006. Fund Raisers engraved over 18,000 pavers that are part of the walkway around the stadium. The light filler was a good choice for excellent legibility with minimal maintenance, even after four years in our high traffic areas and our extreme weather conditions.

We are currently partnering with Fund Raisers, Ltd. on our new Musial Plaza project, a tribute to the great Cardinals' legend and Hall of Famer, Stan Musial. Once again, we chose Fund Raisers' light filler in the engraved lettering, assuring us of minimal maintenance with consistent legibility our fans appreciate and we are proud of.

We chose Fund Raisers, Ltd. after our research of other brick engraving and fulfillment companies quickly proved them to have the expertise, products and services unlike any other company. Their customer service/call center is in-house, a huge factor when considering how much direct contact with our fans there is throughout these programs. Our confidence in their personal customer service approach, knowledge of all aspects of the program and their high level of professionalism were all factors that quickly eliminated consideration of other companies.

The relationship between Fund Raisers and MLBAM saved us the task of introducing Fund Raisers and the program concept to MLBAM. Database interfacing and procedures for data transmission already in place was a huge factor in launching the program with minimal administrative or IT time on our part. Their experience in online form development and set-up made it virtually effortless on our end.

Fund Raisers' experience working with Populous and other architects on so many similar projects is also evident in their ability to create locator systems and design locator maps for distribution to our fans. They continue to offer assistance to fans inquiring about the location of their brick or have questions about either program. Their staff's knowledge of both programs is invaluable to us, knowing the importance each fan puts on their paver, a permanent piece of Cardinals history.

Without hesitation, we encourage you to partner with Fund Raisers, Ltd. as your brick engraver, call/customer service center and/or fulfillment services company. Do not hesitate to call me at 314-345-9456 with questions or for additional information.

Sincerely,

Missy Tobey
Manager, Event Services
St. Louis Cardinals

World Champions • 1926 • 1931 • 1934 • 1942 • 1944 • 1946 • 1964 • 1967 • 1982 • 2006

www.stlcardinals.com

INDIANAPOLIS COLTS

JAY SOUERS
VICE PRESIDENT
OF SPONSORSHIP SALES

October 24, 2008

Karen Lockner, President
Fund Raisers, Ltd.
615 E. 43rd St.
Boise, Idaho 83714

Dear Karen:

The Indianapolis Colts want to thank you and your staff for the outstanding job you did overseeing the multiple aspects of the paver program for our new stadium, Lucas Oil Stadium.

In addition to the superior engraving quality of the pavers, we would like to commend your organization on several components of the program.

Paver Program Set-Up

We recognize now, having had a highly successful paver campaign, that there are many aspects involved in setting up a paver program. From the outset, your team listened to our requirements, created a plan specific to our organization's needs, and kept us on track through constant communication and execution of a comprehensive task list. Aside from our organization approving the appropriateness of the inscriptions, Fund Raisers' managed the entire program!

Call Center and Customer Service

Fund Raisers' Call Center proved to be very unique in that its only business is talking to sport team fans. They are extremely knowledgeable about the programs and treat each fan who calls with utmost sincerity (that personal touch) – very unlike other Call Centers that handle a multitude of different types of clients. With the uniqueness of these programs, it would not have made sense to train our staff to take the calls when Fund Raisers specializes in these programs and can so quickly and effectively help the fan not only decide on the inscription for their paver, but quickly answer questions regarding their paver order and replica shipping status.

Administrative Support

The administrative tasks, from generating and mailing the inscription approval letters through the many steps relating to each order, were managed effectively and efficiently through Fund Raisers very organized, systematic, and timely internal systems. Knowing the sales volume peaks that occur in these programs, it was a relief not to worry about increasing/decreasing staff to accommodate these sales fluctuations. By utilizing Fund Raisers fulfillment services in mailing proof letters, certificates of recognition, and locator maps, we had no administrative requirements; again, another aspect that made this program so successful.

Fund Raisers, Ltd.
October 24, 2008

Page two of two

Fan Appreciation

We found our personal paver program to be an extremely positive fan experience that could very possibly create a lifetime connection/loyalty to the team. The realization that future generations can visit the stadium and see a piece of their family legacy creates huge personal ties to these programs. The special attention that Fund Raisers paid when helping to create the paver locator system ended up meaning so much more than we imagined. The fan activity around the pavers, even on non-game days is just one more positive aspect of this concept.

Community Relations

We found that the community, fans and even the non-fans love being a part of these programs when the permanency of the pavers creates such a strong emotional tie to the new stadium.

Locator System Design

Fund Raisers' expertise and creativity when working with the Colts and HKS Architects on the paver locator system made the process fairly painless. It is just one more positive aspect of these programs that makes Fund Raisers the expert in their field.

Locator System Coordination

Clint Johnson, Operations Manager, at Fund Raisers, Ltd. was on site for the first few days of installation to ensure the installers followed our locator system. The ownership that Fund Raisers took in ensuring our contractors followed the system was immensely appreciated – just one more task that relieved any concerns we had.

Customer Service Post-Installation

Fans continue to inquire about their pavers post-installation. Fund Raisers' quick access to the system gives immediate answers to our fans questions and relieves us of post-installation concerns.

Financial Management

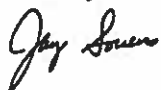
The manner in which Fund Raisers handled all financial aspects of the paver program was extremely professional and accurate. The back-up documentation provided with the monthly financials as well as the weekly sales statistics made it easy for us to analyze the profitability and status of the program at any given time.

Profitability/recipient gratification

The revenue generated from our paver program made it possible to enhance the plaza area by replacing concrete with beautiful brick pavers.

Again, thank you for accommodating our specific needs to ensure the program was profitable to the Colt's organization and well received by our fans and community.

Sincerely,



Jay Souers, Vice President of Sponsorship Sales
Indianapolis Colts

JS



**Karen Lockner & Lindsay Iverson
Fund Raisers Ltd.
617 East 43rd Street
Boise, ID 83714**

May 21, 2009

Dear Karen & Lindsay,

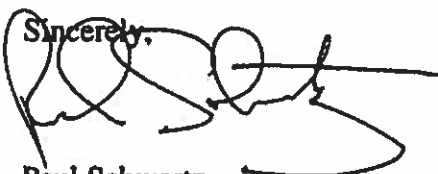
It has been an absolute pleasure working with you both and the rest of the Fund Raisers, Ltd. team on the Citi Field Fanwalk paver program. It is incredible how seamless this project has been from start to finish, Fund Raisers is a true turn key solution. I look forward to working together on the next phase of the Fanwalk and adding to our \$3million+ donation to the Mets Foundation.

Your customer service representatives have been second to none in response to the more than 3,000 emails received by fanwalk@nymets.com and countless phone calls placed to 877-NYM-WALK.

Your expertise of paver materials and colors guided us to the perfect selection. The 18,000+ bricks add to the beauty of the Jackie Robinson Rotunda and allow our loyal fans to be a permanent part of our new home.

I appreciate the timeliness and accuracy of all financial reports and payment of proceeds.

I cannot say enough about the experience. It is hard to believe what we have accomplished together since our first meeting over two years ago. Thanks again for all of your hard work, flexibility and dedication to making the Citi Field Fanwalk such a huge success.

Sincerely,


**Paul Schwartz
Director, Venue Services
718-559-3152
Pauls@nymets.com**

1985 World Champions
1980 American League Champions



1976, 1977, 1978, 1984
American League West Division Champions

August 4, 2009

Karen Lockner, President
Fund Raisers, Ltd.
PO Box 8836
Boise, ID 83707

Dear Karen,

Thank you to you and your staff for partnering with the Kansas City Royals to help make the Royals Legacy Brick Campaign a big success.

The Grand Walkway to Kauffman Stadium where the Legacy Bricks are installed definitely draws the attention of Royals Fans. The quality and legibility of the blue stone pavers are astonishing. We have received many compliments and excited fans when they see their name permanently displayed at the newly renovated Kauffman Stadium.

The weekly sales and accounting reports were always on-time and very helpful to see where we spiked in orders. Your staff including Lindsay, Nancy and Jasah was always helpful and eager to help in any way.

Your services have made the ordering process professional and easy for our fans. The call center, inscription verification letters, replica bricks, and locator system has made installation, coordination and the finished product remarkable.

We look forward to the future and partnering with Fund Raisers for future programs. We appreciate all your help and it was a true pleasure to work with you.

Sincerely,

A handwritten signature in cursive script that reads "Joy Sedlacek".

Joy Sedlacek
Senior Director, Royals Charities
Kansas City Royals Baseball Club



April 28, 2000

To Whom it May Concern,

It is my pleasure to write this letter expressing my gratitude to Karen Lockner and Fund Raisers, Ltd. for all they have done for the Arizona Diamondbacks throughout our Personalized Brick Program. Fund Raisers, Ltd. is responsible for producing the 10,000 engraved bricks that make up Bank One Ballpark's "Legendary Walk." Since the ballpark's completion in 1998, all of the bricks have remained intact and the white filler is as clear and legible as in day one.

Fund Raisers, Ltd. personalized attention has made a complicated task run smoothly. They have been a tremendous resource for us from the beginning of our program in 1996, to the final installation in 1999. Their willingness to tailor a program to our specific needs has been a particularly big help. Every time we have had a need or a concern, Fund Raisers has reacted to our request promptly.

Fund Raisers, Ltd's greatest asset is its staff. Each member of their team has been helpful and friendly each time we have called. The entire staff is knowledgeable about their product as well as the specifics of our program.

The undertaking of a program the magnitude of ours was potentially an overwhelming process. We would have never made it without the skilled people at Fund Raisers, Ltd. If you are considering a program similar to ours, I strongly recommend you choose Fund Raisers, Ltd

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Tang'.

Todd Tang
Marketing



DENVER METROPOLITAN MAJOR LEAGUE
BASEBALL STADIUM DISTRICT

1660 17th Street, Suite 100, Denver CO 80202
(303) 825-0401
FAX (303) 825-1810



John S. Lehigh
Executive Director

February 27, 1995

Karen Lockner
President
Fund Raisers, Ltd.
P.O. Box 8836
Garden City, Idaho 83714

Dear Karen:

The District would like to take this opportunity to thank you for your professionalism and service in our brick paver fund raising program.

The quality of your product, order processing, and proofing and delivery system demonstrates your experience. The entire process could not have run more smoothly. It has been a pleasure working with you and we wish you the best of luck.

Again, thank you for helping make our program a huge success.

Sincerely,


John S. Lehigh
Executive Director



ANNEMARIE HASTINGS
Vice President, Client Relations

February 15, 2008

Karen Lockner, President
Fund Raisers, Ltd.
615 E. 43rd St.
Boise, Idaho 83714

Dear Karen,

Can you believe that it has been almost 10 years since we worked together on our commemorative brick paver program for the "new" ballpark? Since then, we've been through two ballpark name changes, a World Series, and an All-Star Game! This year, it's the 50th anniversary of the Giants moving to San Francisco so time does march on!

I just wanted to touch base with you and let you know that the Inscribed bricks in Willie Mays Plaza still look great as we enter our 9th season in this ballpark. It is still so common to see people wandering the Plaza with their heads down, reading all of the interesting inscriptions that our Charter Seatholders created. We receive compliments and inquiries all the time from fans and tourists about them! You should be proud.

Again, thank you for making that brick paver project one that was so terrific for our Charter Seatholders who invested in the ballpark. It was great working with you then, and I continue to recommend you to other organizations who are looking for a lasting tribute to their clients, customers and public.

I hope all is well with you and the staff at Fund Raisers, Ltd. Do let me know when you all can visit out here for a game and talk about old times!

Best regards,

A handwritten signature in cursive script that reads "Annemarie".

Annemarie Hastings





February 18, 2008

Ms. Karen Lockner
Fund Raisers, Ltd.
PO Box 8836
Boise, ID 83707

Dear Karen:

It has been more than 10 years since the Rockies installed engraved brick pavers next to Coors Field and we are still extremely pleased with them. In addition to the weather variations of Colorado to which they are exposed, they are located in an area of high pedestrian traffic. Through all of this, the bricks are as legible now as they were when they were installed.

As we have in the past, we would not hesitate to recommend your company to anyone looking to install a brick paver program.

Sincerely,

Dave Moore

Dave Moore
Director, Coors Field Administration and Development



3601 South Broad Street, Philadelphia, PA 19148-5290 • 215.336.3600 • fx 215.389.9588

Karen Lockner
Fund Raisers, Ltd.
601 E. 44th Street, #6
Boise, ID 83714

March 13, 2000

Karen:

It was nice hearing from you the other day. I'm glad to hear all is well.

In regard to your question about the filler in our bricks and its sturdiness against the elements, I have to say that things could not be better. As you know, a majority of our bricks have just completed their fourth winter outside the First Union Center. Looking at the filler in those bricks, it is difficult to tell any age difference between them and the batch we installed last fall.

We take extra care with our bricks during the harsh winter months. We go over the bricks with a brush rather than a plow for snow removal and use a "brick friendly" de-icing alternative to rock salt. However, snow, ice, rain and ongoing construction are continually testing the resiliency of the bricks and filler.

We've been able to keep damages to a minimum with our extra care but, because of the elements, some damages will and do occur. One thing I can tell you though, is that we have never had to replace a brick because the filler has cracked, come loose or worn away. In fact, the filler has held up better than the bricks themselves.

Please feel free to share our endorsement of the quality of Fund Raiser's products with any prospective clients. If any prospects would like to speak with me directly, I can be reached at (215) 389-9455.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Becker", written in a cursive style.

Chris Becker
Marketing Coordinator
The Walk at the First Union Center



Development
Room 215, St. John Arena
410 Woody Hayes Drive
Columbus, OH 43210-1168
E-mail: buckeyeclub@buckeyes.ath.ohio-state.edu

Phone 614-292-9909
Fax 614-247-7014

THE PEOPLE. THE TRADITION. THE EXCELLENCE.

February 19, 2008

Lindsay Iverson
Vice President
Fund Raisers Ltd.
615 E. 43rd St.
Boise, ID 83714

Dear Lindsay:

The Ohio State University Department of Athletics has been working with Fund Raisers, Ltd. (FRL) on our Ohio Stadium Brick Campaign for the past seven years. To date, we have sold over 8000 brick pavers and generated over 2 million dollars. During that time, the bricks have maintained their original legibility, and very rarely have had to be replaced. This is a testament to the quality of the product FRL provides for their customers and is a big reason we have sustained such a successful program.

The software for processing orders is very user friendly and was adapted specifically for our campaign. The staff at FRL has been extremely helpful in working with the software and transferring our data to the company. Once we submit our data electronically, we know it will be handled properly. They have also been very efficient in processing any 'special' orders we receive and transfer. In the rare event of an error, regardless of fault, the problem is corrected immediately to the benefit of the customer.

The ability to order, store, process and ship large quantities of bricks in a timely fashion has been essential to this project, and FRL continues to do an excellent job. The personnel at FRL are well trained and understand the essence of this kind of campaign. They have provided helpful insight into effective marketing and advertising materials, batch installation and set-up, replicas, certificates and locator maps.

To this point, we have been pleased with FRL and the excellent service they have provided. They continue to go above and beyond and our campaign would not be as successful without them. I would recommend them for any organization looking to start a fundraising campaign.

Sincerely,

Jordan Birkemeier
Development Programs Coordinator



THE GEORGIA BULLDOG CLUB

UNIVERSITY of GEORGIA ATHLETIC ASSOCIATION

May 20, 2009

To Whom it may Concern,

On behalf of the University of Georgia Athletic Association, I would like to take this opportunity to thank the staff at Fund Raisers, Ltd. for the professionalism and service they provided in our personalized brick paver fundraising program at Gate 6 at Sanford Stadium. We have been pleased with the quality of brick engraving, the efficiency of the software, and the customer service provided by the Fund Raisers, Ltd. staff.

With only one staff member dedicated to handling the brick program in our office, the fast and easy to use software makes the processing of orders efficient. The Fund Raisers, Ltd. staff has taken the time to make sure our questions are always thoroughly answered. The reports we are able to run through the software program are also helpful in keeping the brick campaign organized and running smoothly.

One of the most valuable benefits Fund Raisers, Ltd provides is the opportunity for our dedicated fans to be a permanent part of Georgia athletics history through the purchase of a personalized brick that is placed in our Gate 6 brick plaza. The bricks have maintained their quality and enhanced the appearance of our facility as well. Thank you very much for making the Gate 6 brick campaign run smoothly for both our staff and our donors.

It's been a pleasure working with Fund Raisers, Ltd. and thank you again for helping to make our brick campaign successful.

Sincerely,

Amanda Bennett

Brick Campaign Coordinator

University of Georgia Athletic Association

FUND RAISERS, LTD.'S QUALITY GUARANTEE

Fund Raisers, Ltd.'s proprietary filler guarantees permanent legibility with no deterioration (chipping away of the inside of the letters) or collection of dirt or debris in the letters.

Engraving Depth and Filler Compared to Other Methods

After researching other engraving methods that are too shallow or epoxy that can pop out if exposed to freeze/thaw conditions, we developed a proprietary filler to insert into 1/8" to 1/4" deep engraved letters.



The actual depth of the engraving is 1/8" to 1/4" deep before our proprietary filler is inserted into the letters.

Our "Proprietary" Light Filler

Laboratory tests performed in 1990 tested the durability of our proprietary light filler under extreme freeze/thaw conditions and long term sun exposure. Results proved our filler would hold up under both extreme environmental conditions. Our clients' installations, some now over 20 years old, have passed the test of time. These photos speak for themselves:

**Pavers installed 21 years
(Wells Fargo Center Philadelphia, PA)**



"One thing I can tell you is that we have never had to replace a brick because the filler has cracked, come loose or worn away. In fact, the filler has held up better than the bricks themselves."

Chris Becker
Marketing Coordinator
Wells Fargo Center

**Pavers installed 23 years
(Myrna Loy Center, Helena, MT)**



"Our donors appreciate the quality and legibility of the engraving. We recommend Fund Raisers as a true professional."

Marilyn Bennett Alexander
Development Director
The Myrna Loy Center



SPECIFICATIONS FOR ENGRAVING

The engraved brick sample pictured below was engraved by Fund Raisers, Ltd. in accordance to the required engraving specifications. (Physical sample included with this Bid Response)

PAVER MATERIAL

Manufacturer: Endicott Clay Products Company

Surface Finish: Wire-cut

Size: 8" x 4" x 2 1/4"

Edge Type: Square

ENGRAVING SPECIFICATIONS

Engraving Method: Sandblast to a depth no less than one-eighth inch (1/8") and no more than one-quarter inch (1/4") prior to insertion of proprietary filler into engraved areas

Font: Frutiger

Letter Height: One-half inch (0.5")

Character Spacing: 50%

Engraving Limitations: Up to fifteen (15) characters per line, with up to three (3) lines of text

Lettering Contrast: Fund Raisers, Ltd. warrants its ability to insert a proprietary filler with a pigment that matches that of the engraved characters featured in the samples displayed at the CCDC offices.



BID PROPOSAL

For convenience and accuracy, both a computer-generated Bid Response and handwritten Bid Response have been included.

- A. Bid Security – Cashier’s Check \$10,211.97**
- B. Fund Raisers, Ltd. Bid Response – Computer-generated**
- C. Fund Raisers, Ltd. Bid Response – Handwritten**
- D. Waiver and Release**



CASHIER'S CHECK

NOTICE TO CUSTOMER
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE
OF THIS CHECK, PURCHASER AGREES TO PROVIDE
AN INDEMNITY BOND PRIOR TO THE REFUND OR
REPLACEMENT OF THIS CHECK IN THE EVENT IT IS
LOST, MISPLACED OR STOLEN

D. L. Evans Bank

"Idaho's Hometown Community Bank Since 1904"



020631

82-358/1241

DATE 10/13/2015

PAY TO THE
ORDER OF

CAPITAL CITY DEVELOPMENT CORPORATION

\$ 10,211.97

\$10,211.97

DOLLARS

MEMO:
BRANCH:
REMITTER

BID SECURITY: BRICK ENGRAVING CAMPAIGN
#10 JDJ111
FUND RAISERS, LTD



[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈020631⑈ ⑆124103582⑆ 3280000300⑈ 500

COPY

BID PROPOSAL

TO: CAPITAL CITY DEVELOPMENT CORPORATION (CCDC)

The Bidder, in compliance with your Invitation to Bid for Brick Engraving Services, having examined the bidding and Contract Documents and being familiar with all of the conditions surrounding the proposed Work, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract once the first shipment of bricks arrives from the manufacturer and work diligently to completion of the services by May 1, 2016.

Bidder acknowledges Addenda No. BID ADDENDUM No. 1, BID ADDENDUM No. 2
(List all Addenda)

BID PROPOSAL: Bidder agrees to perform all of the Work described in the Invitation to Bid for Brick Engraving Services for the following unit prices and Total Bid Package Sum:

	Amount in Words	Amount in Figures
Engraving (Unit Price):	Fourteen dollars and sixty cents	\$14.60
Unit Price x 13,989 bricks engraved =	Two hundred four thousand, two hundred thirty-nine dollars and forty cents	\$204,239.40
Any Additional Costs and Fees charged to CCDC by Bidder:	Zero dollars and zero cents	\$0.00
Total Bid Package Sum	Two hundred four thousand, two hundred thirty-nine dollars and forty cents	\$204,239.40

*Chart must be filled out completely; failure to show unit prices or additional costs and fees will render the bid non-responsive. Amounts shall be shown in both words and figures.
In case of discrepancy, the amount shown in words will govern.*

Bidder agrees that this bid shall be good for a period of sixty (60) days after the scheduled opening time for receiving bids. Bidder understands that the Agency reserves the right to reject any or all bids and to waive any informality in the bidding.

Upon receipt of written Notice of Intent to Award of this bid, bidder will execute the formal Contract within ten (10) calendar days and deliver a Performance Bond in the amount of 100% of the Total Bid Package Sum shown above, as required by the Instructions to Bidders.

BIDDER QUALIFICATIONS – CONTINUED

The bid security in the amount of five percent (5%) of the Total Bid Package Sum is to become the property of the Agency, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Agency caused thereby.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to Executive Order 2009-10 and the General Services Agreement between Agency and Contractor.

BIDDER QUALIFICATIONS:

Bidder must answer each of the following questions.

Failure to answer each of the questions below shall make your bid non-responsive.

List number of years' experience engraving bricks for commercial sale or resale: 28 years

List five (5) references for brick engraving jobs of at least 10,000 bricks per job:

1. Danny Dann,
Vice President, Sponsorship and Special Event Services
San Francisco Giants 415-972-2022
Person to Contact Phone Number
AT&T Park, San Francisco, CA 28,074
Name of Project and Its Location Number of Bricks You Engraved
2. Paul Schwartz
Executive Director, Venue Services
New York Mets 718-559-3152
Person to Contact Phone Number
CITI Field, New York, NY 58,167
Name of Project and Its Location Number of Bricks You Engraved
3. Vicki Bryant
Vice President, Event Services and Merchandising
St. Louis Cardinals 314-345-9330
Person to Contact Phone Number
Busch Stadium, St. Louis, MO 47,632
Name of Project and Its Location Number of Bricks You Engraved
4. Jamie Brandt
Vice President, Ticketing & Suites
San Francisco 49ers 408-562-4932
Person to Contact Phone Number
Levi's® Stadium, Santa Clara, CA 26,098
Name of Project and Its Location Number of Bricks You Engraved

BIDDER QUALIFICATIONS – CONTINUED

5. Carl Rice

Vice President, Ballpark Operations

Chicago Cubs

773-404-4054

Person to Contact

Phone Number

Wrigley Field, Chicago, IL

38,144

Name of Project and Its Location

Number of Bricks You Engraved

Do you have experience engraving Endicott™ wire-cut clay bricks?

☒ Yes ☐ No

Do you utilize an engraving method capable of engraving into the Endicott™ wire-cut clay brick pavers?

☒ Yes ☐ No

Do you have the necessary storage space to receive and store up to 17,355 bricks upon manufacturer's delivery of bricks?

☒ Yes ☐ No

Do you have the necessary manpower to produce 13,989 engraved and filled bricks by the May 1, 2016 deadline?

☒ Yes ☐ No

Do you have the ability to palletize the engraved and filled bricks in specific batches, with names accurately documented in each batch, with each batch specified by pallet, in specific order of placement, to allow for brick-locator online web programming?

☒ Yes ☐ No

Do you have the ability to replace within 48 hours' notice any engraved bricks that upon removal from pallets for installation at the construction site are found to be damaged or broken?

☒ Yes ☐ No

Do you have the ability to engrave Endicott™ wire-cut 8" x 4" x 2 1/4" clay brick pavers with square edges each with up to three (3) lines of text and up to fifteen (15) characters per line in Frutiger Font that is .5-inch letter height and 50% character spacing?

☒ Yes ☐ No

Do you have the ability to engrave to a depth (before insertion of filler) that is at least 1/8-inch but no more than 1/4-inch?

☒ Yes ☐ No

BIDDER QUALIFICATIONS – CONTINUED

Do you have the ability to insert a filler that guarantees for the lifetime of the brick the permanent legibility with no deterioration or collection of dirt or debris in the lettering and that can be pigmented in order to exactly color-match the samples held by CCDC?

☒ Yes ☐ No

END OF BIDDER QUALIFICATIONS SECTION

PLEASE SIGN AND DATE BELOW FOR YOUR BID TO BE VALID.

Dated this 13th day of OCTOBER, 2015.

Respectfully submitted by:

(Seal - if bid is by a corporation)

FUND RAISERS, LTD.
(Company)

1015-617 E. 43rd STREET
(Street or PO Address)

BOISE, IDAHO 83714
(City, State and zip code)


(Authorized Signature)

VICE PRESIDENT
(Title)

208-377-9011
(Telephone Number)

208-377-9080
(FAX Number)

BID PROPOSAL

TO: CAPITAL CITY DEVELOPMENT CORPORATION (CCDC)

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List five (5) references for brick engraving jobs of at least 10,000 bricks per job:

- | | |
|---|-------------------------------|
| 1. <u>Danny Dann</u>
<u>Vice President, Sponsorship and Special Events</u>
<u>San Francisco Giants</u> | <u>415-972-2022</u> |
| Person to Contact | Phone Number |
| <u>AT&T Park, San Francisco, CA</u> | <u>28,074</u> |
| Name of Project and Its Location | Number of Bricks You Engraved |
| 2. <u>Paul Schwartz</u>
<u>Executive Director, Venue Services</u>
<u>New York Mets</u> | <u>718-559-3152</u> |
| Person to Contact | Phone Number |
| <u>CIT Field, New York, NY</u> | <u>58,167</u> |
| Name of Project and Its Location | Number of Bricks You Engraved |
| 3. <u>Vicki Bryant</u>
<u>Vice President, Event Services and Merchandising</u>
<u>St. Louis Cardinals</u> | <u>314-345-9330</u> |
| Person to Contact | Phone Number |
| <u>Busch Stadium, St. Louis, MO</u> | <u>47,632</u> |
| Name of Project and Its Location | Number of Bricks You Engraved |
| 4. <u>Jamie Brandt</u>
<u>Vice President, Ticketing & Suites</u>
<u>San Francisco 49ers</u> | <u>408-562-4932</u> |
| Person to Contact | Phone Number |
| <u>Levi's @ Stadium, Santa Clara, CA</u> | <u>26,098</u> |
| Name of Project and Its Location | Number of Bricks You Engraved |
| 5. <u>Carl Rice</u>
<u>Vice President, Ballpark Operations</u>
<u>Chicago Cubs</u> | <u>773-404-4054</u> |
| Person to Contact | Phone Number |
| <u>Wrigley Field, Chicago, IL</u> | <u>38,144</u> |
| Name of Project and Its Location | Number of Bricks You Engraved |

BIDDER QUALIFICATIONS – CONTINUED

Do you have experience engraving Endicott™ wire-cut clay bricks?

☒ Yes ☐ No

Do you utilize an engraving method capable of engraving into the Endicott™ wire-cut clay brick pavers?

☒ Yes ☐ No

Do you have the necessary storage space to receive and store up to 17,355 bricks upon manufacturer's delivery of bricks?

☒ Yes ☐ No

Do you have the necessary manpower to produce 13,989 engraved and filled bricks by the May 1, 2016 deadline?

☒ Yes ☐ No

Do you have the ability to palletize the engraved and filled bricks in specific batches, with names accurately documented in each batch, with each batch specified by pallet, in specific order of placement, to allow for brick-locator online web programming?

☒ Yes ☐ No

Do you have the ability to replace within 48 hours' notice any engraved bricks that upon removal from pallets for installation at the construction site are found to be damaged or broken?

☒ Yes ☐ No

Do you have the ability to engrave Endicott™ wire-cut 8" x 4" x 2 1/4" clay brick pavers with square edges each with up to three (3) lines of text and up to fifteen (15) characters per line in Frutiger Font that is .5-inch letter height and 50% character spacing?

☒ Yes ☐ No

Do you have the ability to engrave to a depth (before insertion of filler) that is at least 1/8-inch but no more than 1/4-inch?

☒ Yes ☐ No

BIDDER QUALIFICATIONS – CONTINUED

Do you have the ability to insert a filler that guarantees for the lifetime of the brick the permanent legibility with no deterioration or collection of dirt or debris in the lettering and that can be pigmented in order to exactly color-match the samples held by CCDC?

☒ Yes ☐ No

END OF BIDDER QUALIFICATIONS SECTION

PLEASE SIGN AND DATE BELOW FOR YOUR BID TO BE VALID.

Dated this 13th day of OCTOBER, 2015.

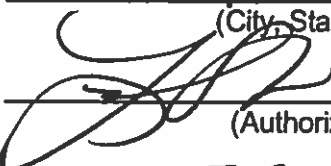
Respectfully submitted by:

(Seal - if bid is by a corporation)

FUND RAISERS, LTD.
(Company)

615-617E 43rd STREET
(Street or PO Address)

BOISE, ID 83714
(City, State and zip code)


(Authorized Signature)

VICE PRESIDENT
(Title)

208-377-9011
(Telephone Number)

208-377-9080
(FAX Number)

EXECUTE AND SUBMIT WITH BID

WAIVER AND RELEASE

The undersigned has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid for Brick Engraving Services.

- A. Discretion of CCDC: CCDC reserves the right in its sole discretion and judgment for whatever reason it deems appropriate to, at any time unless contrary to applicable state law:
- 1) Modify or suspend any and all aspects of the bid process;
 - 2) Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for completion of the services and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group;
 - 3) Waive any formalities or defects as to form, procedure, or content with respect to its Invitation to Bid and any responses by any Bidder thereto;
 - 4) Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another;
 - 5) Accept or reject all or any part of any materials, plans, drawings, schedules, proposals or statements, including, but not limited to, the nature and type of Bid.
- B. Non-Liability of CCDC
- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - 2) The undersigned agrees that it has carefully and thoroughly reviewed the Invitation to Bid and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Bidder's Signature: _____

Print Name: _____

Print Title: _____

Company Name: _____

Date: _____



AGENDA BILL

Agenda Subject: Greater Boise Auditorium District Convention Center Expansion Financing Schedule		Date: November 9, 2015
Staff Contact: Ross Borden, Finance Director	Attachments: 1. Centre Building Financing Plan memo from Financial Advisor Eric Heringer, Piper Jaffray & Co (11/3/15)	
Action Requested: Concur with Proposed Greater Boise Auditorium District (the District) Convention Center Expansion Financing Schedule.		

Related Resolutions:

- Resolution 1418 (November 9, 2015) adopting the First Amendment to the Amended and Restated Development Agreement between the Agency and the District.
- Resolution 1362 (October 14, 2014) adopting the Amended and Restated Development Agreement between the Agency and the District (executed December 19, 2014).
- Resolution 1343 (April 21, 2014) adopting the original Development Agreement between the Agency and the District (executed June 9, 2014).

Background:

The Greater Boise Auditorium District (the District) has long sought to expand and improve its convention center. That facility, built in 1990 and unchanged in the 25 years since, has occupied the southwest quadrant of a downtown Boise superblock bounded by Capitol Boulevard, Main Street, 9th Street and Front Street. Occupying the center of the superblock is the Grove Plaza that was constructed by the Agency in the late 1980's. The Grove Plaza has since become a signature civic focal point. The northeast quadrant of the superblock is owned by the KC Gardner Company (Gardner Company) and occupied by the existing 19 story US Bank Plaza that was completed in 1978. Gardner Company is currently constructing the City Centre Plaza development on the remainder of its quadrant. That project is replacing a surface parking lot with a nine story office and retail building (the Clearwater Building) and five story building with two floors of parking and three floors of meeting and convention space (the Centre Building), both being built on top of the subterranean multi-modal center (Main Street Station) that will be owned and operated by Valley Regional Transit, the region's public transportation authority. The northwest quadrant has been occupied since 1988 by the 11 story Wells Fargo Center building, outdoor plaza and an underground parking garage. The southeast quadrant has been occupied since 1998 by the 16 story Grove Hotel and condominiums, an underground parking garage and Century Link Arena.

The District's overall expansion project will cost an estimated \$38 million and consists of these elements:

- All of one floor and portions of two others in the Centre Building to be used as a new ballroom, kitchen and ancillary facilities.
- One floor in the Clearwater Building to be used for meeting space, and ancillary facilities.
- A District-funded elevated concourse directly connecting its existing facility to the new Centre Building via interposed Century Link Arena.
 - The District's space in the Centre and Clearwater buildings will be directly connected via elevated concourse, constructed by the developer.
- Related furniture and equipment to outfit the new facilities.
- Renovation of the existing convention center.
- Improvements to the Grove Plaza.

The project will significantly expand the District's facilities and capabilities and is integral to Gardner Company's City Centre Plaza development.

The District would like the Agency to:

1. Use its statutory powers to issue a note to Wells Fargo totaling \$23,500,000, which amount could be subject to change;
2. Purchase the condominiumized space in the Centre Building from the Developer;
3. Lease the Centre Building space to the District on a year-to-year basis.

The District would use hotel/motel room tax and event revenue to make the lease payments to the Agency sufficient for the Agency to make debt service payments to Wells Fargo. When the note has been retired, the District would purchase the space from the Agency for a nominal amount.

This public project and financing method required judicial review and validation to confirm that through the lease, the District will not obligate tax dollars for more than one year. The Idaho Constitution requires multi-year obligations of tax revenue to be approved by a super majority of voters.

The District's first petition for judicial validation – filed June 11, 2014 – was denied by the District Court holding that the financing method resulted in a multi-year obligation. The parties modified the agreements and filed a second petition on December 19, 2014. It too was denied on somewhat different grounds. The District appealed the second decision to the Idaho Supreme Court. The District's appeal was aided by several friends of the court including CCDC. On October 15, 2015, the Idaho Supreme Court reversed the lower court's rulings and determined that the financing structure was a year-to-year commitment and that the non-appropriation clause contained in the agreements allowed the District to 'walk away' and vacate the premises with no further liability should it decide to not renew the lease each year.

With that favorable ruling, the District, the Agency and Wells Fargo immediately resumed the conduit financing process for the purchase of the condominium units in the under-construction Centre Building and to fund related reserves and financing costs. According to the attached schedule from Agency Financial Advisor Eric Heringer, Piper Jaffray & Co, financing documents are to be finalized by December 1, both the Agency Board and the District Board would formally authorize the financing at meetings on December 14, with closing 30 days later on January 14, 2016. The current estimated occupancy date for the District's Centre Building condo units is September 1, 2016.

Fiscal Notes:

As conduit financier for a significant portion of the District's convention center expansion project, the Agency is on track to issue notes on January 14, 2016, which will be purchased by Wells Fargo. The final principal amount of the note, interest rates, and term are still being discussed.

The financing documents will make it clear that the Agency would not be at risk were the District to default during any of its annual leases or fail to renew the lease each year. In that situation, Wells Fargo, as note holder, would become the owner of the Centre condominium unit(s), the financed facilities and equipment.

The sunset of the Agency's Central District, which encompasses the super block where all this development is taking place, in FY 2018 poses no obstacle for this note issue. While the Agency will no longer be able to use tax increment revenue after the Central District sunsets, this lease revenue note has no connection to any of the Agency's revenue allocation areas or revenues.

Nor will this project negatively affect the Agency's capacity to bond future projects. This lease revenue note will be secured exclusively by District hotel/motel room tax revenue - \$4.8 million in FY2014 – and event revenue. Zero Agency revenue is pledged.

Staff Recommendation:

Concur with the Centre Building Financing Plan as presented.

Suggested Motion:

I move to concur with the Centre Building Financing Plan as presented.

ATTACHMENT 1

November 3, 2015

TO: Capital City Development Corp. ("CCDC") Board of Commissioners:

RE: Centre Building Financing Plan

FROM: Eric Heringer, Piper Jaffray & Co.

The following information outlines the schedule and process for moving forward with the financing of the Centre Building and Lease Agreement with the Greater Boise Auditorium District (the "District").

SCHEDULE

- | | |
|----------|--|
| 11/9/15 | Distribution of Draft Financing Documents which include: <ul style="list-style-type: none">• Resolution authorizing issuance of Notes to finance the project• Lease Revenue Note• Lease Agreement between CCDC and the District• Note Purchase Agreement between CCDC & Wells Fargo• Deed of Trust• Option Agreement• Legal Opinions |
| 11/9/15 | CCDC Board meeting to review the First Amendment to the Amended and Restated Development Agreement between CCDC and the District |
| 11/16/15 | District Board meeting to review and amend the Development Agreement |
| 12/1/15 | Finalize Draft Financing Documents |

- 12/1/15 Finalize Financing Budget including:
 - Project Fund Deposit (Acquisition and FF&E)
 - Capitalized Interest (from Closing through Occupancy)
 - Debt Service Reserve Fund
 - Costs of Issuance and other Closing Fees
- 12/3/15 Publish Notice of Sale (at least 10-days prior to sale)
- 12/14/15 District Board meeting to consider adoption of a Resolution authorizing:
 - Execution of the Lease Agreement with CCDC
 - Final interest rate and lease payment schedule established
- 12/14/15 CCDC Board meeting to consider adoption of a Resolution authorizing:
 - Execution of the Lease Agreement with the District
 - Issuance and sale of the Notes to Wells Fargo
 - Execution of related financing documents
 - Final interest rate and lease payment schedule established
- 1/14/16 Close Note Sale
 - Wells Fargo delivers Note proceeds to CCDC

PARTICIPANTS

The financing team consists of the following participants

Issuer (and Lessor):	CCDC
Lessee:	Greater Boise Auditorium District
Issuer Legal Counsel:	Elam & Burke, P.A.
Issuer Special Counsel (financing):	Sherman & Howard L.L.C.
Issuer Financial Advisor:	Piper Jaffray & Co.
Lessee Counsel:	Givens Pursley LLP
Bond Counsel:	Hawley Troxell Ennis & Hawley LLP
Lender (purchaser of Note):	Wells Fargo Bank
Lender's Counsel:	Chapman and Cutler LLP

INDICATIVE TERMS

The indicative terms provided in the Wells Fargo proposal submitted on 11/20/2014 including the following:

- 10-year fixed rate of 2.65% with mandatory tender at end of the fixed rate term
- Mandatory tender requires the Note be renewed with Wells Fargo (or a replacement lender) or the Notes (lease) paid in full
- Closing fee to bank of 0.20% of the par amount payable at closing
- Notes (lease) can be prepaid (in whole or in part) after 3 years without penalty
- Lease Payment Reserve Fund equal to one year's lease payment obligation

Please let Ross Borden, Ryan Armbruster or Eric Heringer know if you have any follow up questions on the schedule, financing documents and/or financing terms.

Cc: Mr. John Brunelle, CCDC
Mr. Todd Bunderson, CCDC
Mr. Ross Borden, CCDC
Mr. Ryan Armbruster, Elam & Burke, P.A.
Mr. Kurt Kaufmann, Sherman & Howard L.L.C.
Mr. Patrick Rice, Greater Boise Auditorium District
Ms. Anne Marie Downen, Greater Boise Auditorium District
Ms. Susan Eastlake, Greater Boise Auditorium District
Ms. Kimberly Maloney, Givens Pursley
Mr. Mike Stoddard, Hawley Troxell Ennis & Hawley LLP
Ms. Danielle Quade, Hawley Troxell Ennis & Hawley LLP
Mr. Adam Christenson, Hawley Troxell Ennis & Hawley LLP
Ms. Shonna Russell, Hawley Troxell Ennis & Hawley LLP
Ms. Linda Armstrong, Wells Fargo Bank
Mr. Aaron Book, Wells Fargo Bank
Mr. John Self, Wells Fargo Bank
Mr. David Field, Chapman and Cutler LLP
Mr. Michael Keith, Piper Jaffray & Co.
Mrs. Jacque McVey, Piper Jaffray & Co.



AGENDA BILL

Agenda Subject: Greater Boise Auditorium District Convention Center Expansion: First Amendment to the Amended and Restated Development Agreement		Date: November 9, 2015
Staff Contact: Ross Borden, Finance Director	Attachments: <div>1. Resolution 1418</div> <div>2. First Amendment to the Amended and Restated Development Agreement</div>	
Action Requested: Adopt Resolution 1418 incorporating the First Amendment into the Amended and Restated Development Agreement between the Agency and the Greater Boise Auditorium District.		

Related Resolutions and Agenda Items:

- Greater Boise Auditorium District Convention Center Expansion Financing Schedule (November 9, 2015 Board Agenda Item).
- Resolution 1362 (October 14, 2014) adopting the Amended and Restated Development Agreement between the Agency and the District (executed December 19, 2014).
- Resolution 1343 (April 21, 2014) adopting the original Development Agreement between the Agency and the District (executed June 9, 2014).

Background:

The Greater Boise Auditorium District (the District) has long sought to expand and improve its convention center. That facility, built in 1990 and unchanged in the 25 years since, has occupied the southwest quadrant of a downtown Boise superblock bounded by Capitol Boulevard, Main Street, 9th Street and Front Street. Occupying the center of the superblock is the Grove Plaza that was constructed by the Agency in the late 1980's. The Grove Plaza has since become a signature civic focal point in downtown Boise. The northeast quadrant of the superblock is owned by the KC Gardner Company (Gardner Company) and is occupied by the existing 19 story US Bank Plaza that was completed in 1978. Gardner Company is currently constructing the City Centre Plaza development on the remainder of its quadrant. That project is replacing a surface parking lot with a nine story office and retail building (the Clearwater Building) and five story building with two floors of parking and three floors of meeting and convention space (the Centre Building), both being built on top of the subterranean multi-modal center (Main Street Station) that will be owned and operated by Valley Regional Transit, the region's public transportation authority.

The District's overall \$38 million (approximate) expansion project consists of several elements within the Centre and Clearwater buildings and its current facility. It will significantly expand the

District's facilities and capabilities and is integral to Gardner Company's City Centre Plaza development.

Gardner Company is building these facilities as a turnkey project to suit the District's requirements via a Master Development Agreement.

- All of one floor and portions of two floors in the Centre building to be used as a new ballroom, kitchen and ancillary facilities.
- One floor in the Clearwater Building to be used for meeting space, and ancillary facilities.
- The District's space in the Centre and Clearwater buildings will be directly connected via elevated concourse, constructed by the developer.

The District has formally agreed to purchase the Centre Building under a condominium regime from the Gardner Company. Initially, the District will lease its space in the Clearwater Building but could ultimately purchase that space. The District will assign the Purchase Agreement to the Agency. The Agency will issue the note, which will be purchased by Wells Fargo. The Agency will use the note proceeds to purchase the condominium units from Gardner Company. The Agency would nominally own the facilities and will lease them to the District. The District will pay annual lease payments equal to the required debt service to the Agency, subject to the District's decision to renew the Lease Agreement annually. The Agency would use those District payments to make the note payments to Wells Fargo. When the note is retired, the District would purchase the condo units from the Agency for a nominal amount.

The District has requested the Agency to use its statutory powers to issue a note on the District's behalf totaling an estimated, subject-to-change \$23,500,000.

The current estimated occupancy date for the District's condo units is September 1, 2016.

This public project and financing method required judicial review and validation to confirm that through the lease, the District will not obligate tax dollars beyond the annual lease term. The Idaho Constitution requires multi-year obligations of tax revenue to be approved by a super majority of voters. After two denials at the District Court level in 2014 the decision was appealed to the Idaho Supreme Court. On October 15, 2015 the lower court's rulings were reversed and the financing structure was held to be a year-to-year commitment and that the non-appropriation clause contained in the agreements allowed the District to 'walk away' and vacate the premises with no further liability should it decide to not renew the lease each year.

With that favorable ruling, the District, the Agency and Wells Fargo immediately resumed the conduit financing process and seek to issue a note with proceeds sufficient to purchase the condominium units in the Centre Building, fund related reserves and financing costs, etc.

Fiscal Notes:

This First Amendment to the Amended and Restated Development Agreement addresses only the additional financing costs reimbursable to the Agency by the District over the amount contained in the Amended and Restated Development Agreement adopted by Board Resolution 1362 on October 14, 2014. These increases total \$46,000. The rest of that agreement is unchanged and there is no other fiscal impact.

			Development Agreement	
CCDC		Firm	Amended & Restated	1st Amendment
Note Counsel	Kurt Kaufmann	Sherman & Howard	\$ 15,000	\$ 31,000
Financial Advisor	Eric Heringer	Piper Jaffray	\$ 63,500	\$ 63,500
General Counsel	Ryan Armbruster	Elam & Burke	\$ 40,000	\$ 70,000
All Other Expenses			\$ 5,000	\$ 5,000
			\$ 123,500	\$ 169,500
			<i>Increase</i>	<i>\$ 46,000</i>

Under a conduit financing structure at no time would the Agency be at risk should the District default on its annual lease payments. The District is also free to discontinue leasing the facilities from the Agency at any time over the course of the agreement. In both of those situations, Wells Fargo, as note holder, having assumed all of the risk, would take possession of all financed assets: Centre building condominium unit(s), equipment, furniture, etc.

Staff Recommendation:

Adopt Resolution 1418.

Suggested Motion:

I move adoption of Resolution 1418 approving the First Amendment into the Amended and Restated Development Agreement.

ATTACHMENT 1

RESOLUTION NO. 1418

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE AGENCY AND THE GREATER BOISE AUDITORIUM DISTRICT; AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN AFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended and supplemented ("Law");

WHEREAS, the Boise City Council adopted its Ordinance No. 5597 on December 6, 1994, approving the Amended Urban Renewal Plan (hereinafter the "Amended Plan" and the Urban Renewal Area is hereinafter referred to as the "Project Area"), Boise Central District Project I and II which Amended Plan adopts by reference the Downtown Urban Design Plan, Framework Master Plan, and Design Guidelines (hereinafter the "Design Guidelines");

WHEREAS, the City Council of the City, after notice duly published, conducted a public hearing on June 5, 2007;

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving and making certain findings on the 2007 Amended and Restated Urban Renewal Plan, for the Boise Central District

Project I, Idaho R-4 and Project II, Idaho R-5 (the “2007 Plan”);

WHEREAS, the Law authorizes the Agency to carry out urban renewal projects within its area of operation and to issue revenue bonds for the purpose of financing the cost of any such urban renewal project and to secure payment of such bonds as provided in the Section 50-2012 of the Law;

WHEREAS, the Greater Boise Auditorium District (“District”) is a public body organized and operating under the laws of the state of Idaho (the “State”) as an auditorium district pursuant to Title 67, Chapter 49 of the Idaho Code (hereinafter the “Act”);

WHEREAS, the Act authorizes the District to acquire, operate and maintain public convention and auditorium facilities and further authorizes the District to enter into lease arrangements relating to the construction and operation of its authorized facilities;

WHEREAS, Section 67-4912(f) of the Act authorizes the District to acquire, dispose of and encumber real and personal property and any interest therein, including leases and easements within the District;

WHEREAS, Section 50-2015 of the Law authorizes the District to dedicate, sell, convey or lease any of its respective interests in any property to the Agency, to incur the entire expense of any public improvements for an urban renewal project, and take such further actions as are necessary to aid in or cooperate in the planning or carrying out of an urban renewal plan and related activities;

WHEREAS, Section 50-2015 of the Law further authorizes the District and the Agency to enter into any such sale, conveyance, lease, or agreement without appraisal, public notice, advertisement, or public bidding;

WHEREAS, the 2007 Plan identifies as an objective the development of a convention center and the Agency’s participation in such a project;

WHEREAS, the District intends to expand and improve its convention center and public event facilities in downtown Boise (the “Project”) to be located within the boundaries of both the District and the Agency and within the Project Area;

WHEREAS, the Agency has previously adopted that certain Participation Program outlining its policy on participation in certain redevelopment projects;

WHEREAS, the Project includes (i) renovation of the District’s existing convention center facilities, (ii) construction of a new ballroom facility, related kitchen and ancillary facilities, meeting space and ancillary facilities, and an elevated concourse attaching the District’s existing facilities to the new ballroom facility, (iii) purchase of related furniture and equipment, and (iv) improvements to the Grove Plaza. The new ballroom facility and related kitchen, as well as the new meeting space and all ancillary facilities are located in new buildings being constructed by KC Gardner Company, L.C. (the “Developer”), who has acquired title to parcels to the south and west of the existing US Bank office tower in close proximity to the

District's existing facilities. The parcels are referred to herein as the "South Parcel" and the "West Parcel";

WHEREAS, the District and the Developer have entered into a Master Development Agreement (the "Master Development Agreement"), and as amended, whereby the Developer agreed to develop and build to suit the new ballroom facility, related kitchen and ancillary facilities within a new building to be constructed on the South Parcel, such building referred to herein as the "Centre Building," as well as the meeting space and ancillary facilities within a new building to be constructed on the West Parcel, such building referred to herein as the "Clearwater Building." Both the Centre Building and the Clearwater Building will be subject to a condominium regime as set forth in the condominium documents and will be leased or sold by the Developer to the District;

WHEREAS, the District has previously sought nonappropriation lease financing for purchase of the unit containing the new ballroom facility, the related kitchen, and ancillary facilities in the Centre Building (the "Financed Project"). To facilitate the financing of the Financed Project, the District has requested that the Agency utilize its statutory powers and further its public purposes by issuing a promissory note[s] or similar instrument (the "Note") on the District's behalf, to be repaid by the Agency solely from lease payments payable by the District to the Agency in the amount of the principal and interest coming due on such Note under an annual appropriation lease of the Financed Project (the "Lease Agreement");

WHEREAS, the District and the Agency intend for the Agency to purchase the Financed Project with the proceeds of the Note;

WHEREAS, Agency staff and District staff negotiated a Development Agreement (the "Development Agreement"), which addressed, inter alia, the role of the Agency as a conduit lender, payment of expenses, indemnity, and the judicial confirmation process;

WHEREAS, on April 21, 2014, Agency staff adopted Resolution No. 1343 approving the Development Agreement, which included the form of Lease Agreement;

WHEREAS, after approval by the District Board, the District and Agency entered into the Development Agreement dated June 9, 2014;

WHEREAS, as contemplated by the Development Agreement, the District after completing the process described in the Idaho Judicial Confirmation Law filed its Petition for Judicial Confirmation;

WHEREAS, on August 28, 2014, Judge Moody issued her Order denying Petition for Judicial Confirmation ("Order") having determined certain provisions in the proposed Development Agreement, Master Development Agreement and Lease Agreement created liabilities for the District beyond one year, thus not in compliance with Article VIII, Section 3, of the Idaho Constitution and found there were too many unknowns concerning the District's liability;

WHEREAS, after the issuance of the Order, representatives of the District, the Agency,

and the Developer considered revisions to the various documents in response to the Order;

WHEREAS, Agency staff and District staff have negotiated an Amended and Restated Development Agreement, which addresses, interalia, the role of the Agency as a conduit lender, payment of expenses, and the judicial confirmation process and which includes by way of exhibit the form of Lease Agreement and the form of Assignment of Purchase and Sale Agreement;

WHEREAS, on October 14, 2014, the Agency Board adopted Resolution No. 1362 approving the Amended and Restated Development Agreement;

WHEREAS, after approval by the District Board, the District and Agency entered into the Amended and Restated Development Agreement on December 19, 2014;

WHEREAS, as contemplated by the Amended and Restated Development Agreement, the District after completing the process described in the Idaho Judicial Confirmation Law filed its second Petition for Judicial Confirmation;

WHEREAS, on March 23, 2015, Judge Norton issued her Order denying the second Petition for Judicial Confirmation (“Norton Order”) having determined certain provisions in the proposed Amended and Restated Development Agreement, Master Development Agreement and Lease Agreement created potential liabilities for the District beyond one year, thus not in compliance with Article VIII, Section 3, of the Idaho Constitution and found there were too many unknowns concerning the District’s potential liability;

WHEREAS, the District appealed the decision by Judge Norton to the Idaho Supreme Court;

WHEREAS, on October 15, 2015, the Supreme Court issued its opinion reversing the decision of Judge Norton, finding the District is entitled to judicial confirmation of the Lease;

WHEREAS, since the issuance of the Supreme Court opinion, representatives of the District and the Agency have determined a First Amendment to Amended and Restated Development Agreement is appropriate in order to allow the District and Agency to enter into the Lease;

WHEREAS, the Board of Directors finds it in the best public interest to approve the First Amendment to Amended and Restated Development Agreement and to authorize the Chair, Vice-Chair, or Executive Director to execute and attest the First Amendment to Amended and Restated Development Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY, OF BOISE CITY, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Agency Board reaffirms the Project consisting of public components is a type 3 transformative project as defined in the Agency's Participation Program.

Section 3. That the First Amendment to Amended and Restated Development Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted as to form recognizing technical changes or corrections which may be required prior to execution of the First Amendment to Amended and Restated Development Agreement.

Section 4. That the Chair, Vice-Chair, or Executive Director of the Agency are hereby authorized to sign and enter into the First Amendment to Amended and Restated Development Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the First Amendment to Amended and Restated Development Agreement subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the First Amendment to Amended and Restated Development Agreement or other documents are acceptable upon advice from the Agency's legal counsel and that said changes are consistent with the provisions of the First Amendment to Amended and Restated Development Agreement and the comments and discussions received at the November 9, 2015, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

Section 5. That execution of the First Amendment to Amended and Restated Development Agreement is subject to approval of the First Amendment to Amended and Restated Development Agreement by the District.

Section 6. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on November 9, 2015. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on November 9, 2015.

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary
4840-7378-3850, v. 1

ATTACHMENT 2

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Amendment**”) is entered into as of the ____ day of November, 2015, between the Greater Boise Auditorium District, Ada County, State of Idaho, an auditorium district organized and operating under the laws of the State of Idaho (the “**District**”), created and maintained under the provisions of Title 67, Chapter 49, Idaho Code, as amended, and the Urban Renewal Agency of Boise City, Idaho, aka Capital City Development Corporation (the “**Agency**”), a public body, corporate and politic, organized and operating pursuant to Title 50, Chapters 20 and 29, Idaho Code. This Amendment amends that Amended and Restated Development Agreement entered into between the District and the Agency dated December 19, 2014 (the “**Amended and Restated Development Agreement**”).

1. Expenses of Finance Professionals. Amended and Restated Development Agreement “Section 5 Expenses Fund” is hereby deleted and replaced in its entirety by the following:

Section 5. Expenses Fund. The District previously budgeted and committed \$123,000 in a fund called the “**Expenses Fund**” held by the District as the sole source of payment for all reasonable and necessary out-of-pocket costs, expenses and fees, incurred by the Agency from June 9, 2014 through the effective date of the Lease directly in connection with the issuance of the Note and the Financed Project. The District has been informed by the Agency that, due to the extended time frame required to complete the Judicial Confirmation Proceedings pursuant to Section 2 of the Development Agreement, the Agency will be incurring additional expenses directly in connection with the issuance of the Note and the Financed Project between October 15, 2015 and the effective date of the Lease. The District hereby agrees to increase the Expenses Fund to \$169,500.00, and to presently budget and commit the additional amount required, as detailed below.

The District shall not be required to pay for any expenses hereunder in excess of the stop amounts set forth below, inclusive of amounts paid by the District from the Expenses Fund prior to the date of this Amendment, unless the Agency first obtains the District’s prior written consent to incur such excess expenses, and additional funds are budgeted and committed therefor:

<u>Expense</u>	<u>Initial</u>	<u>Additional</u>	<u>Total</u> <u>(Stop Amount)</u>
Sherman & Howard L.L.C. (Agency Note Counsel)	\$15,000	\$16,000	\$31,000
Piper Jaffray & Co. (Agency Financial Advisor)	\$63,500	\$0	\$63,500
Elam & Burke (Agency General Counsel)	\$40,000	\$30,000	\$70,000

<u>Expense</u>	<u>Initial</u>	<u>Additional</u>	<u>Total</u> <u>(Stop Amount)</u>
All other Agency incurred expenses	\$5,000	\$0	\$5,000

The Agency shall provide to the District a final accounting of all expenses incurred by the finance professionals listed above in sufficient time in advance of the issuance of the Note to allow for such expenses to be paid, as costs of issuance, from the proceeds from the sale of the Note. All expenses incurred pursuant to this Section shall, to the extent paid by the District prior to the issuance of the Note, be reimbursed to the District, and otherwise shall be paid directly to the finance professionals listed above or to the Agency, as directed by the Agency. In the event of a dispute concerning the amounts billed by Agency pursuant to this Section, the Executive Director of the District and the Executive Director of the Agency shall meet and attempt to resolve the dispute. In the event the dispute is not resolved by the Executive Directors, the Boards of the District and the Agency shall meet to resolve the dispute.

The provisions of this Section shall survive for thirty (30) days beyond the termination of this Agreement, and if funds remain in the Expenses Fund thirty (30) days after the termination of this Agreement, such funds shall be released to the District. The District shall terminate the Expenses Fund following closing of the financing and payment of the finance professionals or reimbursement of the District and/or Agency, as applicable. In the event the financing does not close on or before August 31, 2016, the District shall pay the Agency's expenses incurred pursuant to this Section from the Expenses Fund.

The District shall pay directly, and not from the Expenses Fund, the fees of Bond Counsel, the District's counsel, and the District's financial advisor, if applicable. The District may, at its option, be reimbursed for all such fees incurred in connection with the financing, whether incurred prior to or following the date of this Amendment, as costs of issuance from the proceeds from the sale of the Note.

2. No Other Changes. All capitalized terms used in this Amendment shall have the meanings given to them in the Amended and Restated Development Agreement. No other terms or conditions of the Amended and Restated Development Agreement are changed by this Amendment, and the Amended and Restated Development Agreement shall remain in full force and effect modified only by the terms and conditions of this Amendment. In the event of a conflict between the provisions of the Amended and Restated Development Agreement and those of this Amendment, the provisions of this Amendment shall control.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed to be a duplicate original of this document and all of which original counterparts, when combined together, will be deemed to constitute one and the same original document.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year hereinabove first written.

URBAN RENEWAL AGENCY OF BOISE CITY,
IDAHO, AKA CAPITAL CITY DEVELOPMENT
CORPORATION

By: _____
Chairman

GREATER BOISE AUDITORIUM DISTRICT

By: _____
Chairman

By: _____
Executive Director



AGENDA BILL

Agenda Subject: CONSIDER: Approve The Grove Plaza Renovation Design		Date: November 9, 2015
Staff Contact: Doug Woodruff	Attachments: 1) Renovation Design Exhibit	
Action Requested: Approve the renovation design and authorize staff to apply for jurisdictional approvals and proceed with technical drawings for construction.		

Fiscal Notes:

With approval of the renovation design agency staff and the design team will be able to compile an accurate construction estimate. Staff will present the project budget and construction estimate to the board at a later date for consideration and approval.

Background:

In November 2014 a group of strategic stakeholders convened to plan the future of The Grove Plaza. The resulting document – The Charter for The Grove Plaza – shares a collective vision of the physical attributes, primary functions, renovation recommendations and management guidelines for the next generation of The Grove Plaza. In June 2015 CSHQA and ZGF Architects began developing renovation design concepts for the Grove Plaza founded upon the charter document recommendations. The concepts were refined through various levels of public engagement which include: individual meetings with adjacent property owners, an online public survey garnering over 500 responses, and two open houses.

The enclosed exhibit represents the recommended renovation design. It takes into account lessons learned from the initial 30 years of public use, and also it represents a collective vision of enhanced public enjoyment for the next 30 years. Improve the fountain and provide public restrooms were the two primary public requests. Both are key elements in the design. Emergency egress to access adjacent facilities is maintained, and trees are arranged to emphasize main entries to adjacent businesses—primary concerns of key stakeholders. More shade is provided with fewer larger trees and the addition of shade structures. The orthogonal water feature layout, the bar pattern brick paving, integrated shade sails, and the alternating tree arrangement on the north and south spokes support the preferences expressed by CCDC commissioners during an October 2015 work session. The renderings accurately represent all key design elements and site furnishings.

Approval of the recommended renovation design will continue the collaborative supporting role CCDC has taken in the transformational City Center Plaza project. The City Center Plaza site improvements overlap the plaza renovation improvements. Reconciliation of the site plans is necessary prior to the placement of the concrete lid over VRT's Main Street

Station. The lid is to be placed as soon as January 2016. It is important that CCDC act quickly and reconcile the construction drawings prior to 2016.

The Boise Centre concourse design team is completing construction documents in December 2015. To ensure accurate bidding and meaningful construction phasing plans CCDC must advance the plaza design into 60% complete technical drawings. With design approval, this can be accomplished by December 11, 2015 allowing for the necessary coordination to occur.

Staff Recommendation:

Agency staff recommends approving the design and authorizing application for jurisdictional approvals and advancement of the technical drawings.

With design approval CSHQA will submit an application to Planning and Development Services Design Review on November 17, 2015.

Suggested Motion:

I approve The Grove Plaza renovation design and authorize staff to apply for jurisdictional approvals and proceed with technical drawings for construction.



THE GROVE PLAZA

2015 Renovation Concept Design

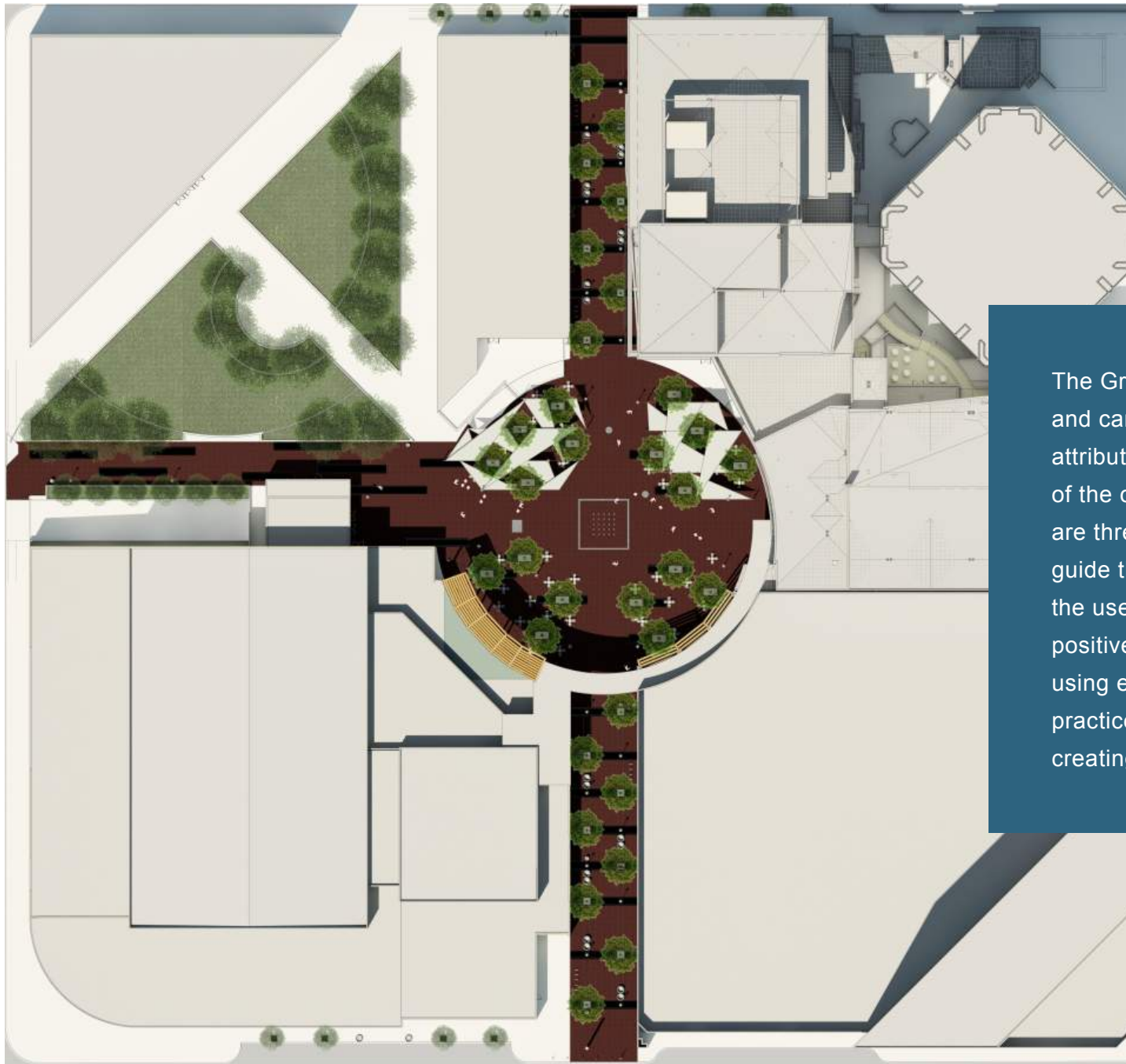


VISION STATEMENT



The Grove Plaza is the place where Boise mornings begin and evenings end — a symbolic full circle, sheltered by Idaho's signature four seasons and a vibrant, urban, downtown environment. It connects local, next door and far away, bringing people to one central location to live, work, gather, celebrate and be entertained.

Bird's Eye View of Plaza Looking South



DESIGN OBJECTIVE

The Grove Plaza renovation upholds and carries forward the physical attributes and primary functions of the charter. In addition, there are three primary areas of focus to guide the reinvestment: enhancing the user experience; nurturing positive community spirit; and, using environmentally responsible practices in constructing and creating this public space.

Site Plan of Renovation Improvements

ENHANCING THE USER EXPERINCE



Performance events are enhanced with an upgraded demountable stage, power and lighting, and a high quality sound system

Perspective View of Plaza Looking East

ENHANCING THE USER EXPERINCE

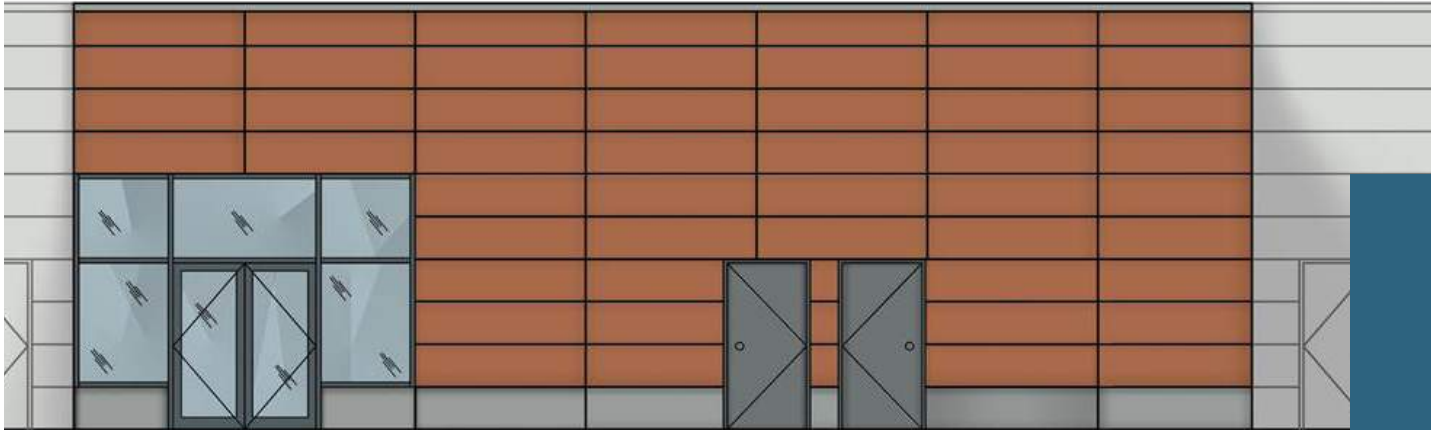


Additional shade from trees and shade structures are added to the perimeter of the plaza.

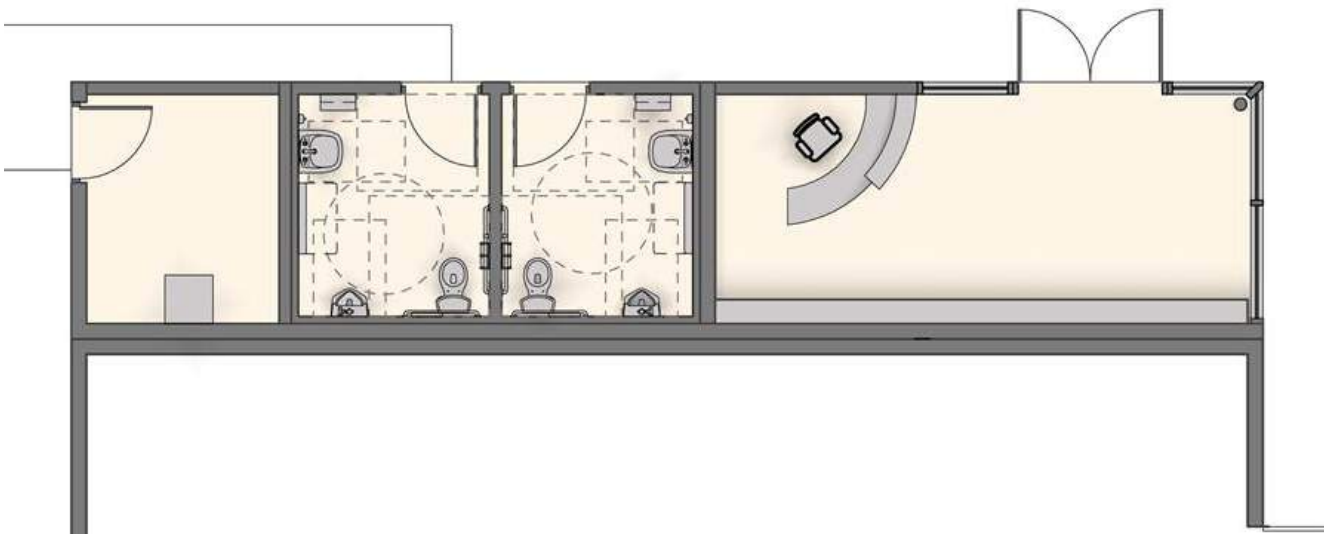
More seating options are provided in the form of movable chairs and tables with umbrellas.

Perspective View of Plaza Looking East

ENHANCING THE USER EXPERINCE



Restroom Facility North Elevation



Restroom Facility Floor Plan

Public restroom facilities will be co-located with an attendant booth on the west spoke.

ENHANCING THE USER EXPERINCE



A new flush-to-surface water feature will be constructed in the same location as the original, with expanded programming and lighting capabilities.



NURTURE POSITIVE COMMUNITY SPIRIT



The Grove Plaza: Brick by Brick personalized brick program is open to the public. As in 1986, citizens will have an opportunity to purchase a personalized brick to help fund the renovation.

Perspective View of Plaza Looking West

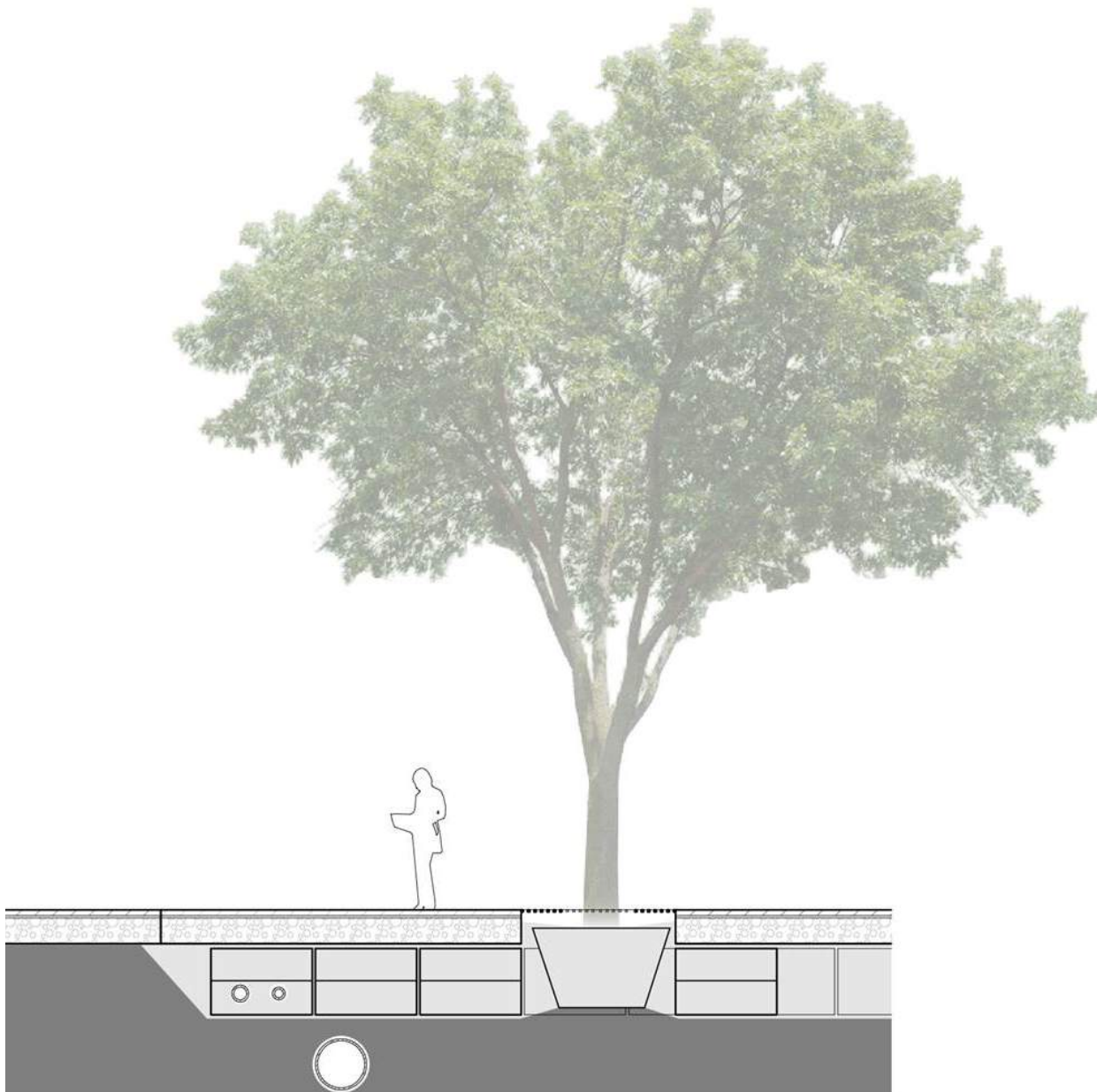
An architectural rendering of a modern urban courtyard. The space is paved with red bricks and features several large, mature trees with green foliage. Tall, slender, modern light poles are spaced along the walkways. In the foreground, a large, light-colored, rounded planter is filled with vibrant pink and yellow flowers. A woman in a white t-shirt and blue jeans is walking away from the camera, pushing a bicycle. Another person is visible in the background, standing near a bicycle. The courtyard is bordered by modern buildings with large windows. The overall atmosphere is bright and inviting.

NURTURE POSITIVE COMMUNITY SPIRIT

The trees and lights alternate along the spokes to accommodate entrances to adjacent facilities and businesses.

More bike parking is provided along the spokes for the convenience of patrons and visitors.

USE ENVIRONMENTALLY RESPONSIBLE PRACTICES



A suspended pavement system grows larger trees and supports the regional effort to improve the ecological health and water quality of the Boise River by disconnecting from the river outlet and infiltrating storm water runoff on-site.

Section Showing Stormwater Tree Cells

USE ENVIRONMENTALLY RESPONSIBLE PRACTICES



“FGP” Area Light
Landscape Forms Inc.



‘Chase Park’ Refuse Receptacles
Landscape Forms Inc.

Low energy LED area lighting
will illuminate the plaza at
night.

The plaza will be furnished
with recycling stations in
addition to trash receptacles.



Perspective View of Plaza Looking West



AGENDA BILL

Agenda Subject: CONSIDER: Resolution 1416 CSHQA Task Order for Renovation Engineering and Construction Administration Services		Date: November 9, 2015
Staff Contact: Doug Woodruff	Attachments: 1) Resolution 1416 2) CSHQA Proposal	
Action Requested: Adopt Resolution No. 1416 authorizing the Agency's Executive Director to negotiate and execute a task order with CSHQA.		

Fiscal Notes:

If approved, **Resolution 1416 acknowledges that the Executive Director will negotiate and execute a task order with CSHQA to provide up to \$365,000 of professional design and construction services.** This task order will be funded from the FY 2016 budget "Grove Plaza 2.0" Central District CIP line item.

Background:

On June 8, 2015 Resolution 1391 was adopted, selecting CSHQA to provide professional design services for the renovation of The Grove Plaza. The resolution authorized a task order for CSHQA to begin initial design services. Once a clear definition of the design scope, staff indicated a second request to the Board would be made to approve the remainder of services needed to complete the renovation project.

As of November 9, 2015 a renovation design has been established. CSHQA has provided the enclosed fee proposal to provide the remaining design, engineering, and construction administration services necessary to complete the renovation project as currently understood. The scope of services is comprehensive. It provides services through all remaining stages of the project and includes services from needed specialists. The proposal includes CSHQA in-house Landscape Architecture, Civil Engineering, Architecture, Electrical Engineering, Mechanical Engineering, and Audio/Visual Communications services. CSHQA is also sub-contracting with ZGF Architects for urban design consultation; Waterline Studios for fountain design and engineering; KPFF for Structural Engineering and Strata for Geotechnical Engineering.

The proposal does not include professional surveyor services. CCDC is contracted separately with Quadrant Consulting Inc. for surveyor services.

Staff Recommendation:

Agency Staff recommends that the Agency Board find it in the best interest of the public and of the Agency to authorize the Agency's Executive Director to negotiate and execute a task order

with CSHQA to provide the remaining professional design and construction administration services required to complete the renovation of The Grove Plaza.

Suggested Motion:

I move to adopt Resolution No. 1416 authorizing the Agency's Executive Director to negotiate and execute a task order with CSHQA for professional design, engineering, and construction administrations services needed to complete the renovation of The Grove Plaza.

RESOLUTION NO. 1416

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF
BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
AUTHORIZING THE EXECUTIVE DIRECTOR TO
NEGOTIATE AND EXECUTE A TASK ORDER WITH
CSHQA, A PROFESSIONAL ASSOCIATION, AS LEAD
DESIGN CONSULTANT FOR THE GROVE PLAZA
RENOVATION PROJECT FOR THE FINAL DESIGN AND AS
LEAD ARCHITECT ON THE GROVE PLAZA RENOVATION
PROJECT DURING CONSTRUCTION; AUTHORIZING THE
EXECUTIVE DIRECTOR TO EXPEND FUNDS PURSUANT
TO THE TASK ORDER; AND PROVIDING AN EFFECTIVE
DATE.

THIS RESOLUTION, Made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (the "Law"), a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the amended and restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Amended Urban Renewal Plan");

WHEREAS, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the Amended Urban Renewal Plan and making certain findings;

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "2007 Plan");

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the 2007 Plan and making certain findings on the 2007 Plan, for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5;

WHEREAS, the Agency has selected CSHQA, a professional association ("CSHQA"), pursuant to Idaho Code § 67-2320 as an on-call design professional for the provision of architectural design services;

WHEREAS, the Agency adopted Resolution 1391 on June 8, 2015, which contemplated a two step process to design and oversee the Grove Plaza Renovation Project, authorized the Executive Director to enter into a task order with CSHQA for the initial design concepts for the Grove Plaza Renovation Project, and authorized the Executive Director to negotiate a task order

with CSHQA for step two of the process, which includes the preparation of final design concepts, construction drawings, and the supervision of the construction of the Grove Plaza Renovation Project;

WHEREAS, CSHQA has prepared a proposal for the preparation of final design concepts, construction drawings, and the supervision of the construction of the Grove Plaza Renovation Project;

WHEREAS, the Executive Director and Agency staff believe it is in the best interest of the Agency and the public to negotiate the terms of a task order with CSHQA for the preparation of the final design concepts, preparation of the construction drawings, and construction supervision services related to the Grove Plaza Renovation Project contemplated by Resolution No. 1391, and furthermore to authorize the Executive Director to expend up to Three Hundred and Sixty Five Thousand and No/100 Dollars (\$365,000.00) for the services provided under the task order;

WHEREAS, the Agency board hereby finds it in the best interests of the Agency and the public to approve the recommendations of Agency staff set forth above.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

Section 1. That the above statements are true and correct.

Section 2. That the Executive Director and Agency are authorized to negotiate the terms of a task order with CSHQA for the preparation of the final design concepts, preparation of the construction drawings, and construction supervision services related to the Grove Plaza Renovation Project contemplated by Resolution No. 1391.

Section 3. That the Executive Director is authorized to expend up to Three Hundred and Sixty Five Thousand and No/100 Dollars (\$365,000.00) for the services provided under such task order;

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of the City of Boise, Idaho, on November 9, 2015. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 9th day of November 2015.

APPROVED:

By _____
Chairman of the Board

ATTEST:

By _____
Secretary

4812-5003-8314, v. 1

RESOLUTION NO. 1416 - 2

DRAFT

November 3, 2015

Mr. Doug Woodruff
Project Manager / Capital Improvements
Capital City Development Corporation
121 N 9th Street, Suite 501
Boise, ID 83702

Re: Grove Renovation
Construction Documents Professional Design Services

Dear Doug:

We are pleased to submit this fee proposal for design services for project design management, landscape architectural, architectural, engineering (civil, structural, mechanical, and electrical), fountain design, and design/construction administration services. The proposal offers the professional services necessary to complete the renovation of The Grove Plaza as described in the Charter for The Grove Plaza, the initial budget provided by McAlvain on November 4, and the 30% concept design as approved by the CCDC board on November 9th.

This proposal includes the following tasks:

- Obtain City DR approval.
- Provide a 30% set and outline specs
- Provide a demolition set and obtain permit
- Provide a 60% set and specs
- Provide a 90% set and specs for bidding
- Obtain necessary building and ACHD permits.
- Complete a 100% for construction set and construction specs
- Provide Construction Services
- Complete Record Drawings
- Conduct 2 warranty walk-through inspections

The following schedule is estimated based on current information at this time. A more refined schedule will be published bi-monthly in coordination with the CMGC as the project progresses.

Project Schedule

Early November 2015 - Begin scope of work

Mid-December 2015 - 60% set complete

Early January 2016 - 90% set complete

Early March 2016 - Permits obtained and 100% set complete

Late October 2016 - Bidding and construction administration services complete

We understand our scope of design services to consist of the following tasks:

Project Management

- CSHQA will manage all listed sub consultants, administering the necessary contracts, and facilitating on-time delivery of comprehensive drawing sets, and coordinated construction services. This includes meeting and travel arrangement.
- Weekly design team meeting includes weekly attendance by PM. Weekly meetings occur through design, and includes administering meetings, agendas, and minutes.
- Weekly CMGC meetings – preparation of notes & minutes
- Bi-monthly Stakeholder coordination meeting – (occurs every other week through the duration of the project)
- Boise City design review submittal and coordination
- Boise City building department submittal and coordination
- ACHD submittal and coordination

Landscape Architectural Services:

- Provide design oversight and direction. Compile drawing sets and quality assurance of a coordinated drawing set.
- Coordinate offsite improvements and adjacent construction projects. Reconcile drawing sets with Boise Centre Expansion and City Center Plaza. Work with the Existing Oppenheimer property and facilities to make necessary utility connections and ensure a contiguous a smooth transition between existing conditions and improvements.
- Routinely disburse drawing sets to stakeholders, and update renovation drawings to account for changes in adjacent projects.
- Coordination of Public Art – Homage to the Pedestrian, Chinatown, Virgo, and Great Blues
- Site Area Lighting
- Bollards
- Paving design and detailing
- Permeable paver design and detailing
- Brick by Brick paver design refinement and detailing
- Tree planting plan and details
- Irrigation plan and details
- Tree grate and frame design and detailing
- Silva Cell and planting soil mix design and detailing (per CCDC/Boise City 500 cf / tree)
- Site furnishings design and detailing
- Shade sail design and detailing
- Chinatown art sculpture location layout and installation details

Civil Engineering Services:

- Demolition and erosion control design
- Grading and drainage design
- Utilities design (water, sanitary, and storm)
- Stormwater management calculations for the plaza and spokes
- Horizontal control plans
- Coordinate Storm water calculations and obtain necessary approvals
- Utilities obtain necessary approvals.
- Retrieve as-builts and coordinate utility design with Horrocks and ESI regarding the CCP. Determine locations not shown on topo and design accordingly.

Fountain Design Services:

- See consultant proposal Exhibit A

Architectural Services:

- Public restroom, attendant booth/visitors center, janitor room and electrical/communications room design and detailing including interior and exterior finishes.
- Boise Centre on the Grove – Perch conference room north wall infill design and detailing including interior wall finishes to blend with existing finishes.
- Support the shade sail design and detailing

Structural Engineering Services:

- Restroom structural design
- Emergency vehicle access pathway – structural design for concrete under pavers
- Fountain concrete pad and waterproofing
- Fountain vault structural loading analysis and design recommendations
- Fountain vault wall infill from chase removal
- Fountain vault access hatch attachment design (hatch type by fountain consultant)
- Light pole foundations
- Shade sail foundations and post design
- Fountain cistern structural design
- Christmas tree anchorage details
- 9th Street garage loading analysis and criteria for storage of construction materials
- Existing wall penetrations
- Coordination with adjacent project design and construction, including calcs and meetings as needed
- Audio system mounts and locations
- Coordination with Strata on geotechnical issues as needed

Mechanical Engineering Services:

- Public restroom plumbing and mechanical HVAC design and detailing
- Design for water and sewer connection to restrooms through parking structure to connection point with civil utility design in the Grove Plaza
- Public restroom fixture schedule
- Fountain vault ventilation design and detailing

Electrical Engineering Services:

- Electrical service upgrade coordination with Idaho Power and CCDC
- Site lighting and photometrics
- Lighting panel design and detailing
- Receptacles at trees
- Fountain power coordination
- Fountain vault panels, low voltage transformer, and vault lighting design and detailing
- Restroom electrical design and detailing (lightings, power)
- Stage power and access vault design and detailing (subgrade in plaza)
- (3) Art features - electrical service design and coordination

- Light pole mounted speakers and conduit infrastructure
- Public address system design including design criteria programming and infrastructure
- Public WIFI system design including design criteria programming and infrastructure

Construction Administration

- Bidding coordination - includes three GMPs and affiliated bid information
- Permitting coordination
- Pre-construction conferences
- Weekly construction meetings (2 meetings per week)
- Weekly observation reports
- Submittal reviews
- Review test reports
- Review contractor pay requests and provide recommendation for contractor payments
- Final punch list preparation
- Preparation of as-built record drawings
- Coordination of construction close-out
- Bidding Coordination –
- Engraved Brick and paving pattern field visits
- Attend CMGC bidding meetings – includes preparatory meetings, pre-bid meetings, and bid openings.
- Attend CMGC Construction Meetings – includes preparatory meetings, pre-con meetings, weekly meetings, unforeseen field meetings, routine observation meetings, and vendor and sub-contractor coordination meetings (as-needed).

Additional services not included above can be provided on a time and materials basis as needed are as follows:

- Value engineering as a specific task. We have included inline VE tasks through 90% construction documents.
- Boise Centre design changes to be included through 90% set. Design changes required subsequent to the 90% submittal may be considered an additional service
- Off-site stormwater management calculations

We anticipate that this proposal for services will be issued in an amendment to our current agreement with all the same terms and stipulations.

We propose to provide the above professional services on a Fixed Fee basis in the amount of Three Hundred and Fifty Thousand and no/100 Dollars (\$350,000.00) plus Reimbursable Expenses and Unforeseen Conditions Contingency.

Estimated Reimbursable Expenses not to exceed fifteen thousand and no/100 dollars (\$15,000)

Design Conditions Contingency. This contingency is anticipated to cover owner directed changes and accommodate design related to unforeseen underground issues. This contingency is as approved by CCDC based upon CSHQA documentation of need.

Please call should you require additional information, clarification of work, or have any questions regarding this proposal.

Mr. Doug Woodruff
Page 5 of 5
November 3, 2015

Sincerely,

CSHQA, a professional association

A handwritten signature in blue ink, appearing to read "K. Hemly". The signature is written in a cursive, flowing style.

Kyle Hemly, ASLA



WATERLINE
STUDIOS

October 16, 2015

Mr. Kyle Hemly
CSHQA
200 Broad Street
Boise, ID 83702

Re: **The Grove**
Water Feature Design

Dear Kyle:

Further to our discussions, we are pleased to provide the following scope of services for the fountain design on the referenced project. We look forward to working with your team and contributing to the success of this project.

DESCRIPTION OF WORK

It is our understanding that the work will include the renovation of the existing fountain into an interactive display of approximately the same scale. The existing deck and effects will be removed as will the existing equipment but the subterranean equipment vault will be used to house the new equipment. Electrical equipment and controls will be housed in a new bathroom structure.

DESIGN APPROACH

The design of an interactive feature will require a number of considerations with respect to operation, maintenance and public health. Some of the issues to consider are as follows:

Splash Zone – In order to establish the practicality of an interactive fountain's design, a 'splash zone' should be defined as the limits of acceptable splash or spray during normal fountain operation without anyone playing in the water. This will determine what practical height to operate the nozzles at and at what wind speeds the fountain will have to be lowered or turned off at. In addition, anyone playing in the fountain will carry water with them on their clothing outside of the splash zone further describing a preferred 'wet zone'.

Maintenance – Considerations for maintenance will be influenced by the design of both the hydraulic systems as well as the architecture of the fountain and site conditions. The majority of the maintenance will be in the equipment room, so it is paramount to provide adequate space around the equipment for personnel to maintain the functional pieces. If it is difficult to get to, it will not be well taken care of.

Public Health: In recent years some states have started to regulate interactive fountains under their swimming pool code as a precaution against infection of the public through water borne bacteria similar to those that can occur in a swimming pool. Waterline will research the current codes and advise as to the impact of those codes on the new work.

Minimum Design Requirements: If no codes are on record that applies to the work, Waterline will utilize our baseline standards for the amount of water stored, filtration rates and chemical treatment.

SCOPE OF WORK

It is anticipated that our scope of work to design the fountains will be as follows:

- a) Meet with you or your staff and other sub consultants as necessary to discuss the various aspects of the design concept, effects, lighting and site conditions, and to ensure proper coordination between all disciplines.
- b) Analyze existing site conditions that will affect and influence the design and arrangement of the water feature. Establish the feasibility of water and lighting effects.
- c) Study the dynamic and aesthetic potential of water and lighting effects for visibility, wind disturbance, splash and sound appropriate to the context of the project.
- d) Resolve water quality issues and its impact on design with respect to aesthetic, operational and public health issues.
- e) Design and documentation of the fountain nozzle layout in conjunction with your office showing hardware finishes, fixing details and integration to structural supports. Waterline Studios typically provides a concrete outline of the pool basins to the Architect , Landscape Architect and/or structural engineer to include and detail in their work. As this is an interactive fountain, we will work with your office to determine the requirements of the wet deck with respect to the design and code requirements for drainage.
- f) Design development and construction documentation of the fountain hydraulic display systems including display nozzles, display pumps, filtration and water treatment and associated piping within the vault and at the fountain basin.
- g) Design and documentation of a precast cistern and access hatch with penetration details, sump pump, and connections to storm sewer.
- h) For interactive fountains, storage capacity will be a minimum of 5000 gallons and filtration turnover rates will be a minimum of 30 minutes.
- i) Design development and construction documentation of the fountain electrical systems including control panels, programmable logic controllers, water level control systems and underwater lighting.
- j) Provide direction for programming of the water and lighting effects to the nominated fountain supplier and installing contractor to be executed by their technicians.
- k) Coordination of fountain controls with the property BAS systems and lighting controls as required.
- l) Coordinate control requirements for music input to the fountain controls if so desired.
- m) Coordination of water, sewer and storm water requirements at the fountain and within the equipment space with the civil engineer.

- n) Coordination of power supply and distribution with the electrical engineer as required for the new equipment set.
- o) Prepare a cost estimate for the work under Waterline's scope.
- p) Mechanical and electrical specifications for the water feature in draft form.

OUR SCOPE OF WORK FOR CONSTRUCTION OBSERVATION WILL BE AS FOLLOWS:

- a) Assistance with pre-qualification of contractors.
- b) Bid review advice for the fountain hydraulic and electrical work described above.
- c) Review of submittals and response to RFI requests.
- d) Construction review advice on quality control of work covered by documentation described in (a) through (n) above. Consists of two critical phase inspections during construction.
- e) Review of fountains at commissioning with appropriate contractors and technicians. Consists of a single site visit at commissioning.

OUR SCOPE OF WORK DOES NOT INCLUDE THE FOLLOWING:

- Architectural coordination and construction documentation of all fountain waterproofing and finishes.
- Structural engineering design and construction documentation of fountain structural elements.
- Design and documentation of building water supply, storm water and sewer connections beyond pre-determined connection point with fountain equipment.
- Design and documentation of electrical services beyond pre-determined connection point with fountain equipment.
- Design and documentation of audio equipment and speaker systems for music associated with the operation of the fountain.
- Changes to design after commencement of working drawings.
- Travel costs and reimbursable expenses.

COORDINATION

The complexity of this project will require coordination with the following disciplines, which are outside of Waterline Studios' scope:

Structural Engineering – A structural engineer will be required to detail the fountain structure (deck and sub slabs) and the integration of the basins to the adjacent elements as well as repair of the concrete vault at the pipe gallery opening and access hatch collar. We also anticipate the structural engineer to specify the concrete with waterproof admixtures if a topical waterproofing is not used.

Civil Engineering – A civil engineer will be required to bring sanitary and storm sewer services to the fountain vault.

MEP Engineering – An electrical engineer will be required to provide power and distribution to the equipment in the fountain mechanical vault as well as lighting to the room. An MEP engineer will be required to design the replacement of the ventilation system components.

FEES FOR SERVICE

Based on the complexity of work as described above, we propose to provide design services for the following fees:

Design Development/Construction Documentation

Construction Observation services

Total Fees

The fees are based on an estimated cost of approximately \$600,000 for the mechanical and electrical portion of the work under our scope. Fees are considered to be lump sum to be invoiced monthly on a percentage complete basis.

REIMBURSABLE EXPENSES

Delivery charges, plotting and reproduction costs as well as costs associated with travel not included in the scope of services outlined in this proposal, including return airfares, taxis, rental cars and costs associated with accommodation and meals.

TIME FRAME FOR SERVICE

We propose to complete the work described above in a period of 10-12 weeks from the date that notice to proceed is given.

ENGINEER'S SEAL

Our drawings are typically issued under the seal of the Architect or Landscape Architect and do not carry the seal of mechanical or electrical engineers. Our fee does not include the cost of retaining local engineers to review and seal our drawings.

INSURANCE

Waterline Studios maintains Errors and Omissions insurance in the amount of \$2,000,000. Insurance certificates are available on request.

ADDITIONAL SERVICES

Any services not included in this proposal are additional services. Waterline Studios would be pleased to discuss scope, fee and timing of any additional service requirements.

ACCEPTANCE

This proposal represents the entire understanding with respect to this project and may only be modified in writing by both parties. If this proposal meets with your approval, we ask that a signed copy be returned as an instruction to proceed with the work.

Should you have any questions or wish to discuss this proposal, please do not hesitate to contact me.

Respectfully,

Dominic Shaw
Director of Water Features

Accepted

Date



AGENDA BILL

Agenda Subject: CCDC Personnel Manual Update		Date: November 9, 2015
Staff Contact: Ross Borden, Finance Director	Attachments: <div>1. Resolution 1409</div> <div>2. Personnel Manual with Updates – Clean</div> <div>3. Personnel Manual with Updates – Redline</div>	
Action Requested: Consider updates to the Agency Personnel Manual and adoption of Resolution 1409.		

Background:

The Agency's Personnel Manual was originally adopted in November 1999 by Resolution 806. Any substantive change to the Manual requires formal Board action (Section 1.4 Changing Policies). Revisions have been adopted in February 2001, October 2001, October 2003, January 2008, May 2008 and February 2012. After reviewing the current edition and working with counsel at Elam & Burke, staff recommends various updates and changes.

- Update to comport with current law and ordinance.
- Synchronize sections by removing duplicate, superfluous or obsolete language and references. Clarify intent. Modernize to reflect contemporary workplace standards.
- Make numerous minor, non-substantive edits throughout to address style, grammar, terminology, formatting and technical changes.

Summary of Substantive Recommended Revisions

Chapter 4 Hours and Attendance.

1. Add New Section. 4.7 Break Time for Nursing Mothers.

Chapter 5 Travel / Meeting Expense Policy.

1. Modify Section. 5.4 Reimbursements. Change from reimbursement of documented expenses to per diem allowance using State of Idaho reimbursement limits. Add new Appendix A containing maximum daily and partial day allowances.

Chapter 7 Benefits.

1. Delete Subsection 7.3.2.1 Self-Insurance – Medical Reimbursement Plan. This benefit is unique, administratively burdensome and increasingly problematic vis-à-vis Affordable Care Act and HIPAA rules and regulations. Counsel considers it a potential liability. The Agency is required to notify employees prior to terminating the benefit. Delete Attachment 1 Medical Reimbursement Plan.
2. Modify Section 7.5 Tuition Reimbursement Policy. Change to require that regular, full-time employees become eligible after one year of employment, and must remain employed for one year to avoid repayment. Maximum per-employee, per-fiscal year reimbursement is \$1,000.
3. Delete Section 7.7 HIPAA Compliance. No longer required with the deletion of the Subsection 7.3.2.1 Self-Insurance – Medical Reimbursement Plan. Also delete Attachment 2 Policies and Procedures to Comply with HIPAA Privacy Regulations.

Chapter 8 Leaves.

1. Modify Subsection 8.3.3 Using Paid Sick Leave. Delete current practice that provides employees a floating holiday in December if they have used less than three sick days so far that calendar year.
2. Modify Section 8.8 Bereavement Leave. Three days to five days.
3. Modify Section. 8.9 Holidays. Delete Columbus Day, add Floating Holiday.
4. Delete Section 8.13 Additional Leaves.
5. Add New Section 8.13 Paid Parental Leave. Provides up to six weeks paid parental leave concurrent with Family and Medical Leave Act (FMLA) leave for male or female employees following the birth, adoption, or placement of child in foster care. An employee would qualify after one year of employment. The percent of salary paid increases with the years of service, from 60% of salary between one and six years of service and 100% of salary thereafter.

Chapter 9 Employee Responsibilities and Conduct.

1. Modify Section 9.10 Seat Belt, Cellular Phone and Texting Policy. Adds a prohibition on calling and texting while driving on Agency business.
2. Add New Section 9.16 Gifts & Gratuities. Prohibit employees from accepting gifts valued in excess of \$50.

Chapter 12 Electronic Communication. Extensive language modeled after Boise City's policy.

1. Add New Section 12.2 Electronic Communications and Public Records.
2. Add New Section 12.4 Social Media Policy.
3. Add New Section 12.5 Social Media Personal Use.
4. Add New Section 12.6 Mobile Communications Policy.
5. Add New Section 12.7 Record Retention. Add Appendix B Records Retention Schedule.

Executive Committee-Recommended Improvements for Next Update

1. Modify Section 2.3 Anti-Harassment and Discrimination Policy. Add reference to Section 11 Complaint Procedures and Section 7.3.1 Employee Assistance Program.
2. Modify Section 6.1 Performance Evaluation and Compensation Plan. Add detail to make Performance Evaluation reference more robust, e.g. increase evaluation frequency.
3. Modify Section 11.1 Additional (Complaint) Procedures. Add / authorize an independent third party – such as the Employee Assistance Program (EAP) cited in Section 7.3.1 – as an option to receive and assist employees with workplace complaints or claims.
4. Appendix A, Per Diem Rates. Modify as necessary to keep current.

Staff Recommendation:

Adopt recommended updates to the CCDC Personnel Manual.

Suggested Motion:

I move adoption of Resolution 1409 to incorporate the presented updates and final, minor production edits into the Agency Personnel Manual.

ATTACHMENT 1

RESOLUTION NO. 1409

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, RECOMMENDING ADOPTION OF CERTAIN REVISIONS AND CHANGES TO THE PERSONNEL MANUAL FOR THE URBAN RENEWAL AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; AND PROVIDING FOR MODIFICATION TO THE PERSONNEL MANUAL TO BE EFFECTIVE UPON THE PASSAGE AND APPROVAL OF THIS RESOLUTION AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, Made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Agency staff and Agency counsel previously prepared and the Board has approved a Personnel Manual for the employees of the Agency, dated November, 1999;

WHEREAS, the Personnel Manual for the employees of the Agency was last revised by the Agency Board on February 13, 2012, through the adoption of Resolution No. 1299;

WHEREAS, the Agency staff now finds it necessary to recommend certain changes and revisions in the Agency Personnel Manual;

WHEREAS, those changes and revisions are set forth in the Agency Personnel Manual attached hereto and incorporated herein as Exhibit A;

WHEREAS, Agency staff and counsel have reviewed the proposed deletions and changes to the Agency Personnel Manual and find them to be in order;

WHEREAS, the Agency staff finds it in the best interests of the Agency and the public to approve and adopt the revisions and additions to the Agency Personnel Manual;

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to adopt the revised Agency Personnel Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

Section 1: That the above statements are true and correct.

Section 2: That the revisions and additions to the Agency Personnel Manual are hereby approved and adopted by the Agency Board and are effective on January 1, 2016. That the Executive

Director is authorized and directed to take all action to implement the revisions and additions to the Agency Personnel Manual, including distribution to Agency employees and receipt of signed acknowledgment by Agency employees as necessary.

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of the City of Boise, Idaho, on November 9, 2015.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 9th day of November 2015.

APPROVED:

By _____
Chairman of the Board

ATTEST:

By _____
Secretary
4831-4910-0074, v. 1

ATTACHMENT 2
CLEAN VERSION



PERSONNEL MANUAL

Adopted by the CCDC Board of Commissioners

Effective Date

January 1, 2016

CAPITAL CITY DEVELOPMENT CORPORATION

PERSONNEL MANUAL

ADOPTED BY THE BOARD OF DIRECTORS

EFFECTIVE DATES

November 1999

February 2001

October 2001

October 1, 2003

January 14, 2008

May 27, 2008

February 13, 2012

January 1, 2016

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CAPITAL CITY DEVELOPMENT CORPORATION

Personnel Manual

CHAPTER 1

PURPOSE AND SCOPE

1.1 INTRODUCTION

These personnel policies serve as a general guide to the Capital City Development Corporation's ("Agency") current employment practices and procedures. As such, we hope they will help you better understand how the Agency operates and what is expected of you as an employee. The Agency places the highest value on our employees and their well-being. We want to see that you are a satisfied and productive worker, with the support necessary to achieve the objectives of your position.

It is our belief that when consistent personnel policies are known and communicated to all, the chances for greater job satisfaction increase. These personnel policies serve as a general guide to the Agency's current employment practices and procedures. If you have any questions, please ask your supervisor. As you have ideas or suggestions for improvement, please do the same.

1.2 INTENT OF POLICIES—EMPLOYMENT AT WILL

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration. Your employment with us is **at will**, and either of us may decide to terminate the employment relationship at any time and for any reason.

Please understand that no supervisor, manager or representative of the Agency other than a written statement by the Executive Director has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to the foregoing.

1.3 SCOPE OF POLICIES

These personnel policies apply to all Agency employees and do not apply to the appointed Board of Commissioners. In cases where these policies conflict with any Agency resolution, the provisions of a specific written employment agreement, state or federal law, the terms of that law, resolution or agreement prevail. In all other cases, these policies apply.

1.4 CHANGING THE POLICIES

The Capital City Development Corporation Personnel Manual, November 1999, was initially adopted by the Agency Board pursuant to Resolution No. 806, approved at the Board's special meeting of November 3, 1999. The provisions of Resolution No.806 vest certain authority in the Executive Director to make minor modifications of these policies, as the need arises. Any such modification shall be in writing and distributed to all employees. The Executive Director may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary purpose of serving the Agency's mission. Any substantive change to this Personnel Manual requires Board action, by approval of a resolution adopting any change or amendment to the Personnel Manual. Revisions to the Personnel Policy were approved in February 2001, October 2001, October 1, 2003, January 14, 2008, May 27, 2008, February 13, 2012, and November 9, 2015.

This Personnel Manual dated January 1, 2016 supersedes any prior manuals used by the Agency.

1.5 DEFINITIONS

1.5.1 Immediate Family

An employee's spouse, child (natural, adopted, step), parents (natural, step, adopted), brother or sister, mother/father-in-law, daughter/son-in-law, grandparents, grandchildren **or** other relative who lives in the employee's home.

1.5.2 Regular Full-Time Employee

An exempt or non-exempt employee who has worked at least 30 days and who regularly works a minimum of forty (40) hours a week.

1.5.3 Regular Part-Time Employee

An exempt or non-exempt employee who has worked at least 30 days and who regularly works less than forty (40) but at least twenty (20) hours a week.

1.5.4 Temporary Employee

Temporary employees may be hired in an intern capacity, may be hired to replace temporarily regular employees who are on vacation or other leave, may be hired to meet peak workload or special needs, or may be hired to fill a vacancy temporarily until a regular employee is hired. A temporary employee is one hired for a specified purpose for a limited duration, generally not more than one year, as approved by the Executive Director. Like all employees, temporary employees' employment is **at will** and the temporary employee can be dismissed at any time and for any reason.

1.5.5 Exempt Employee

Exempt employees are not subject to overtime pay. An employee's classification as exempt or non-exempt is determined by the Executive Director or his/her designee.

1.5.6 Non-Exempt Employee

Non-exempt employees are entitled to overtime pay as provided for in sections 4.2 and 4.3. An employee's classification as exempt or non-exempt is determined by the Executive Director or his/her designee.

CHAPTER 2 GENERAL POLICIES AND PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The Agency is committed to providing equal employment opportunity for all persons without regard to race, color, religion, gender, national origin, age, sexual orientation, gender identity, disability, veteran, current, or future military status, or any other applicable legally protected status.

Equal opportunity extends to all aspects of the employment relationship, including hiring, promoting, retaining, training, disciplining, terminating, working conditions, compensation, benefits, and other terms and conditions of employment.

Additionally, the Agency is committed to providing an employment environment that is free from discrimination and harassment. All individuals employed by the Agency are expected to conduct themselves at all times so as to provide a working atmosphere free from discrimination and harassment.

Employees who believe they have been subjected to discrimination or harassment related to their race, color, religion, gender, national origin, age, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status should report the behavior in accordance with the equal employment opportunity regulations.

The Agency will not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment based upon pregnancy, childbirth, or related medical conditions.

2.2 DISABILITY DISCRIMINATION

The Agency does not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment due to disabilities. When the Agency is made aware of any disability which prevents an otherwise qualified applicant or employee from performing a job, the Agency will work with the employee to determine if the employee is disabled and if so, will assess whether any reasonable accommodation would allow the person to perform the job before refusing employment or making a distinction in terms, conditions, or privileges of employment because of the disability. An accommodation which creates an undue hardship on the Agency or which endangers health or safety is not a reasonable accommodation. The Agency will make any reasonable accommodation necessary to allow an otherwise qualified applicant or employee to perform the job.

An otherwise qualified applicant for employment or an employee with a disability who requests reasonable accommodation must inform his or her immediate supervisor or management of the nature of the disability and the accommodation required. The Agency will then follow the procedures set forth above. Employees with access to such information shall maintain the confidentiality of the information to the extent reasonably possible and shall not release the information to anyone who does not have the right or need to know.

2.3 ANTI-HARASSMENT AND DISCRIMINATION POLICY

SEXUAL HARASSMENT AND DISCRIMINATION IS UNLAWFUL AND ABSOLUTELY FORBIDDEN BY THE AGENCY.

It is the Agency's policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the Agency will not tolerate discrimination or harassment of any kind made by employees toward co-workers or members of the public. Employees are expected to show respect for each other and the public at all times, despite individual differences.

Sexual harassment is behavior of a sexual nature, which is unwelcome. Harassment may include verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public.

The Executive Director and other employee supervisors are responsible for creating an atmosphere free of discrimination and harassment. Further, employees are responsible for respecting the rights of their co-workers and others, including the citizens they serve. The following procedure outlines the steps to follow if you believe you have experienced harassment or discrimination on the job.

If you are subject to a violation of this policy from anyone, including supervisors, fellow employees or managers, immediately bring the problem to the attention of a supervisor or the Executive Director in writing. If the complaint involves the Executive Director, you should report the violation to the Chair of the Board of Directors in writing. The complaint will be promptly investigated. To the extent possible, complaints will be handled confidentially. If an investigation shows the accused employee did engage in improper harassment or discrimination, appropriate corrective action will be taken, as in the case of any other serious employee misconduct, up to and including discharge. No employee shall be retaliated against or otherwise subject to adverse treatment for making a complaint of harassment in good faith.

The Agency prohibits harassment. Harassment is defined as conduct that substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment. This would include, but not be limited to harassing, threatening or offensive conduct directed toward a person's race, color, religion, gender, national origin, age, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status.

The Agency will actively enforce its policy against harassment. The policy applies to all conduct by any supervisor, manager, coworker, or subordinate, that affects an employee's work environment. The Agency considers a violation of this policy a serious offense requiring disciplinary action, up to and including discharge.

In the event a complaint of harassment is found to be totally and completely without basis, appropriate disciplinary measures may be taken against the employee who brought the complaint, up to and including discharge. While this is in no way intended to discourage any employee who believes he/she has been the victim of harassment from bringing a complaint, the Agency recognizes that a charge of harassment can cause serious damage to the reputation and personal character of the accused.

I have read and understand the Anti-Harassment and Discrimination Policy.

Employee signature

Date

2.4 EMPLOYEE PERSONNEL RECORDS

A personnel file for each employee is kept by the appropriate Agency staff member. An employee's personnel file may contain the employee's name, title and/or position held, job description, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information. Medical information about employees is contained in a separate confidential file.

Employees have the right to review their files during normal business hours, within three (3) business days after a request to do so is received by the Executive Director. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the Agency denies an employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.

Personnel files are kept confidential to the maximum extent permitted by law.

2.5 EMPLOYMENT REFERENCES

The Executive Director, his/her designee, or a supervisor will provide employment references on current or former Agency employees. All employees shall refer requests for references to the Executive Director or his/her supervisor. References may be limited to verification of dates of employment, positions held, and salary.

CHAPTER 3 RECRUITING AND HIRING

3.1 RECRUITING

Recruiting practices are based solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, gender, national origin, age, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status.

Any applicant supplying false or misleading information may be subject to immediate termination, if hired.

3.2 HIRING

When a position becomes vacant and prior to any recruitment activity, the Executive Director shall review the position, its job description and the need for such a position. The recruitment and selection process shall be conducted under the direction of the Executive Director.

The Agency may also conduct certain background procedures as allowed or required by law. An example of such procedure is requiring applicants/employees to show proof they are authorized to work in the United States.

3.3 TEMPORARY EMPLOYEES

3.3.1 Temporary, At Will Employees

Temporary employees are **at will** employees. The Executive Director may hire temporary employees to temporarily replace regular employees who are on vacation or other leave, to meet peak work load or special needs, or to temporarily fill a vacancy until a regular employee is hired.

3.3.2 Compensation/Benefits

Temporary non-exempt employees are eligible for overtime pay as required by law as provided for in sections 4.2 and 4.3. Temporary employees do not receive retirement, vacation, sick leave, health insurance, holidays or any other benefits during their employment unless required by law, or approved in writing by the Executive Director for persons whose employment is expected to exceed four (4) consecutive months.

Temporary employees pay contributions to the Social Security System.

3.4 EMPLOYMENT OF RELATIVES (NEPOTISM)

3.4.1 Family Relationship

The immediate family of current Agency employees or persons sharing living quarters will not be employed by the Agency where:

- (1) One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
- (2) One party would handle confidential material that creates improper or inappropriate access to that material by the other;
- (3) One party would be responsible for auditing the work of the other; or

- (4) Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the Agency.

Members of the immediate family of Agency Board members will not be eligible for Agency employment.

3.4.2 Change in Circumstances

If two employees marry, become related or begin sharing living quarters with one another, and in the Agency's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the Agency, unless accommodations, as determined in the discretion of the Executive Director, can be made to eliminate the potential problem. The decision as to which employee will remain with the Agency must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the Agency reserves the right to terminate either or both employees.

3.5 PROMOTIONS

The Agency encourages promotion from within the organization whenever possible, but reserves the right to seek qualified applicants outside of the organization at its discretion.

CHAPTER 4 HOURS AND ATTENDANCE

4.1 WORKING HOURS

The Agency's standard workweek is Monday through Friday from 8:00 a.m. to 5:00 p.m. with an unpaid lunch period. Due to the nature of the Agency's operations, longer hours may be necessary in some instances.

A normal working schedule for a regular full-time employee consists of forty (40) hours each workweek.

Part-time and temporary employees will work hours as specified by the Executive Director.

4.2 HOURS OF WORK AND OVERTIME

All Agency positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Idaho Minimum Wage Act regulations. You will be informed of your status by the Agency.

For regular full-time Agency employees, the established work period is forty (40) hours within a seven (7) day workweek. All employees are responsible for accurately reporting all hours worked on forms supplied by the Agency.

Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than forty (40) hours within a seven (7) day workweek. All overtime must be authorized in advance by the Executive Director or his/her designee. Overtime pay is calculated at one and one-half (1.5) times the employee's regular rate of pay for all time worked beyond forty (40) hours within a seven (7) day workweek. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time), is not counted as hours worked.

Exempt employees are exempt from the FLSA and Idaho Minimum Wage Act overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. An exempt employee is paid to perform a job, which may not necessarily be completed in a normal week.

4.3 COMPENSATORY TIME

Non-exempt employees entitled to overtime pay may request compensatory time off instead of cash payment. All compensatory time is approved on a case-by-case basis by the Executive Director or his/her designee and must be pre-arranged. The Agency is not required to grant compensatory time instead of overtime pay. If the compensatory time option is exercised, the employee is credited with one and one-half (1.5) times the hours worked as overtime. Maximum accruals of compensatory time shall be limited to 16 hours for regular non-exempt employees. After maximum accrual, overtime compensation shall be paid.

Non-exempt employees will be allowed compensatory time off within a reasonable time period after making a request to the Executive Director or his/her designee, unless doing so would unduly disrupt Agency operations. Compensatory time off should be used for short-term absences from work.

4.4 ATTENDANCE

Punctual and consistent attendance is a condition of employment. The Executive Director, his/her designee, or the immediate supervisor is responsible for the attendance record of the staff.

Non-exempt employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond three (3) days, the employee is responsible for reporting in each day. If the supervisor

is unavailable, the employee may leave a message with the designated representative, stating the reason for being late or unable to report for work.

An employee who is absent without authorization or notification is subject to disciplinary action, up to and including discharge.

This policy is not applicable to employees on designated state or federal military leave, family medical leave, or jury duty. Additionally, nothing in this policy should be construed to change the Agency's at-will relationship with all employees.

4.5 TELECOMMUTING POLICY

4.5.1 Purpose

This purpose of this telecommuting policy is to establish general guidelines for telecommuting. Some goals of the policy are:

1. Enhance performance and increase productivity.
2. Mitigate any potential or perceived safety issues if long hours must be worked.
3. Provide for flexibility:
 - a. Telecommute occasionally to complete a special project.
 - b. Telecommute only a portion of the day.
 - c. Telecommute on a scheduled, part-time basis.

4.5.2 Participation

Telecommuting is voluntary, but it is not a right and is subject to approval by the Executive Director. Generally, non-exempt employees are providing support services for exempt staff and public contact services. Absence from the office would hinder productivity rather than enhance it. Most often non-exempt staff are not assigned special projects that can be completed outside work hours nor required to work long or late hours.

4.5.3 Equipment

Telecommuting equipment must be provided by the employee. The Agency will supply the support services and communication software necessary to access the work desktop. Any operating system or hardware upgrades or purchases or any modem or phone line installation and maintenance necessary to participate in the telecommuting program must be provided by the employee. Additionally, workspace needs are the responsibility of the employees. The Agency assumes no responsibility for personal equipment or associated costs.

Employee must provide for adequate protection to prevent unauthorized access to Agency desktop computers or other Agency equipment. This may include, but is not limited to a secure in-house location with no unauthorized access to the home computer and password authorization.

4.5.4 General Issues

Telecommuting is not a right. This program must be utilized to benefit the Agency. Budgetary demands are a factor and the Executive Director determines the benefit to the Agency. Exempt employees working additional hours through the telecommuting program need not secure Executive Director permission. Exempt employees utilizing

the telecommuting program in lieu of working in the office during the standard working hours must establish a schedule through the Executive Director. The Executive Director may determine non-exempt staff need access to the telecommuting program.

Employees are covered by Workers Compensation during their telecommuting work hours.

4.6 BREAKS AND MEAL PERIODS

Non-exempt employees are provided one (1) fifteen-minute break for every four hours worked. All breaks shall be arranged so they do not interfere with Agency business or service to the public. Break periods will be scheduled as near as possible to the mid-point of each four-hour work period. Break periods MAY NOT be accumulated or taken at the beginning or end of any work period (i.e., morning or afternoon shift).

Lunch periods are unpaid. Meal periods for non-exempt employees shall be scheduled by the employee's supervisor. Meal periods must be taken not less than two (2) hours or more than five (5) hours from the beginning of the shift. Lunch break scheduling and duration will be established by the employee's supervisor provided that lunch breaks for non-exempt employees shall be no less than 30 minutes. The scheduling of meal periods may vary depending on workload. Unused lunch periods (e.g., only 30 of an allotted 60 minutes lunch period is used) may not be carried forward or accrued or used at other times of the day without the specific pre-approval of employee's supervisor.

4.7 BREAK TIME FOR NURSING MOTHERS

The Agency will provide reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. The frequency of breaks needed to express milk as well as the duration of each break will likely vary. The Agency shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. A bathroom, even if private, is not a permissible location under the Patient Protection and Affordable Care Act. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed in order to meet the statutory requirement. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view, and free from any intrusion from co-workers and the public. Breaks taken for the purpose of expressing milk are unpaid.

4.8 PAYROLL RECORDS

The official payroll records are kept by the Finance Department. Each employee shall turn in a signed work record bi-weekly for each pay period, as specified by the Finance Officer.

CHAPTER 5

TRAVEL/MEETING EXPENSE POLICY

5.1 GENERAL POLICY

Any person authorized to perform official business on behalf of the Agency may incur travel/meeting expenses. It is expected that good judgment, prudence and discretion will be exercised while conducting Agency business. The itinerary of an employee shall be planned to eliminate unnecessary travel in the performance of work assignments. Should travel companions accompany any person authorized to perform official business on behalf of the Agency, it is expected that they will pay for their costs without causing any charges to accrue to the Agency. Transitioning between home and work is not considered travel for the purpose of this policy.

5.2 VEHICLE USE

The cost of transportation by private vehicles is reimbursed at the rate established by the State Board of Examiners, computed according to a commonly used online mapping utility which supports the distance as the most direct and/or efficient route.

If private conveyance is used, liability insurance in the amount required by Idaho Code § 49-117(16) shall be provided. Employees shall have current vehicle insurance and a valid driver's license when using a private vehicle for Agency business. The employee's insurance is considered by State statute to be primary before the Agency's insurance. If an employee is involved in an accident and does not have a valid driver's license and insurance the Agency will disclaim any liability and the employee will be personally liable.

5.3 AIRFARE

The cost for commercial airfare shall be limited to the lowest available class of passage rate, such as "coach" or similar classification. Airfare at other classes and seat selection or other upgrade fees are not allowed unless properly documented that the seat selection, upgrade fees, or class of passage at a higher rate was necessary due to availability, physical limitations or other factors, and that the ticket was purchased at the earliest opportunity. Baggage fees charged by commercial airlines are allowable not to exceed one checked bag and one carry-on bag per departure unless additional baggage costs are necessary and approved in advance. Any additional costs, such as in-flight services, internet access or entertainment, are not allowable and are the responsibility of the traveler, unless a valid business purpose is identified and approved in advance by the designated authority. Costs incurred should always be the most economical under the circumstances. Whenever possible, courtesy services offered by hotels or hosting agencies should be used. Costs incurred before or after a scheduled meeting which are not necessary to perform official business are not expenses of the Agency.

5.4 REIMBURSEMENTS

A completed travel expense report shall be submitted to the Executive Director or the appropriate supervisor for signature within five (5) week days of return from the trip. This form is required for every trip even if the only Agency expense is the per diem meal allowance. Extra expense such as bridge tolls, garage and parking fees and like expenses shall be allowable in addition to the mileage reimbursement. The mode and route of travel shall be those allowable travel expenses actually incurred by the traveler by use of the most economical mode, from the standpoint of time, cost, and practicality. Cost should include overtime and compensatory time amounts that may accrue under the Fair Labor Standards Act for non-exempt employees. If public transportation is used, costs by common carrier including bus, train, rental car, and airlines are allowable. Receipts for non per diem expenses shall be submitted upon return. Reimbursable airline travel shall be limited to coach or other normally lowest cost passage.

Traveling employees who rent automobiles for Agency business purposes shall purchase liability, comprehensive, and collision coverage through the rental agency, unless the automobile rental amount is paid by means of a personal

credit card that provides such rental car insurance coverage. In the event that the employee fails to buy insurance through the rental car company, the employee shall be personally responsible for damages and other liability incurred through rental and use of the automobile. Subsistence allowance shall cover actual necessary expenditures for lodging, provided that receipts are presented. Food including tips and incidentals are paid on a per diem basis.

Lodging will be reimbursed at actual cost not to exceed single rate for (1) person plus tax or the actual cost if a room is shared. An original receipt shall be submitted for settlement of the travel expense. A government room rate should be secured whenever possible.

Meals and incidental expenses - The Agency uses a per diem method for meals of employees while on overnight out of town travel. The per diem amounts are consistent with those set forth in the State Travel Policy and Procedures (<https://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm>), set forth in Appendix A hereto which also require that if an employee receives a meal at nominal or no cost, the per diem shall be adjusted by deducting the appropriate amount. A continental breakfast such as muffins, bagels, fruit, and coffee that is provided free of charge will not reduce the employee's meal allowance.

For partial days away from home, the per diem amount should be adjusted using the meal breakdown chart and the employee's travel schedule. At no time may the adjusted amount be more than the per diem for the day. Please refer to the per diem rate and meal breakdown charts on the State Travel Policy and Procedures (<https://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm>).

Reimbursement will be made for miscellaneous expenses such as taxis, shuttles, etc. Reimbursement for telephone calls pertaining to official Agency business will be paid.. An item not specifically described or requests to exceed the above regulations as an allowable expense, but which are nevertheless necessary in the performance of official travel duties for the Agency, may be reimbursable upon submission of a receipt, a thorough explanation and approval by the Executive Director.

5.5 ADDITIONAL ALLOWABLE INCIDENTAL EXPENSES

- Conference material which may be useful to work. These supplies are and will remain the property of the Agency.
- Registration fees required in connection with attendance at conventions, conferences, schools, and official meetings. All requests for registration at such functions must be accompanied by a complete published agenda of the event.

5.6 EXPENDITURES NOT REIMBURSABLE

Certain travel/meeting expenses are considered personal and not essential to the transaction of official Agency business:

- Alcoholic beverages.
- Personal entertainment and transportation.
- Theft, loss or damage to personal property.
- Expenses of spouse, family or other persons not authorized to receive reimbursement under this policy.
- Airline and other trip insurance.

- Medical or hospital expenses.
- Personal toilet articles, postage, reading material, telephone calls.

5.7 DOCUMENTATION

An expense report shall be completed within one week of incurring expenses. No expense report for reimbursement shall be paid unless bona fide vendor receipts accompany it. Such receipts should show the date, a description of the purchase, vendor identification and amount paid. Receipts are required for all expenses over \$5.00. If it is necessary in the course of Agency business to pay for persons not considered Agency employees, the bona fide vendor receipt should include comments detailing the names of additional persons and the purpose for incurring the additional cost.

Should any person use a corporate credit card to charge travel/meeting expense and not provide proper documentation, that person shall pay the incurred expense.

5.8 CORPORATE CREDIT CARD

Corporate credit card use shall be limited to business purposes. Violations of this policy shall subject the individual to dismissal. Any unauthorized charge on the card shall be the responsibility of the individual.

CHAPTER 6

PERFORMANCE EVALUATIONS, COMPENSATION PLAN AND TRAINING

6.1 PERFORMANCE EVALUATIONS AND COMPENSATION PLAN

To achieve the Agency's goal to train, promote and retain the best-qualified employee for every job, the Agency will conduct yearly performance evaluations for all positions. The Executive Director or designee is responsible for developing and maintaining the Agency's performance evaluation program and compensation plan. The Agency's compensation plan may include position descriptions, pay grades, salary ranges, reviews, reclassification or promotions, reporting relationships and bonuses. The compensation plan is intended to provide flexibility and is subject to changes based on direction from the Agency Board or by the Executive Director.

6.2 TRAINING POLICY

Employee training and professional development are core Agency values. The Agency seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to Agency employment, to obtain or maintain required licenses and certifications, to maintain professional designations and certifications related to position responsibilities, and to develop staff resources. Opportunities may include but are not limited to: on-the-job training, in-house workshops and seminars sponsored by other agencies or organizations, continuing education, and memberships with professional organizations as authorized by the Executive Director.

CHAPTER 7 BENEFITS

7.1 RETIREMENT BENEFITS

The Agency has elected to participate in the Public Employee Retirement System of Idaho (PERSI). PERSI is a defined benefit retirement plan and is mandatory for eligible employees. Employees are eligible to participate in PERSI if they normally work twenty (20) hours or more per week and the term of employment is for five (5) consecutive months or longer.

As a PERSI member you have a percentage of your gross salary deducted, tax deferred, from your bi-weekly paycheck as contribution toward your retirement. Additionally, the Agency contributes a percentage toward retirement

Active members of PERSI earn service credit toward a PERSI retirement. Most members are vested when they acquire 60 months of service. Once vested an employee may be eligible to claim a monthly lifetime retirement benefit.

PERSI also offers a supplemental retirement savings plan called the Choice 401(k) Plan, which allows PERSI eligible employees to make voluntary contributions.

For more information, please contact human resources and/or visit PERSI at www.persi.state.id.us/.

7.2 DISABILITY BENEFITS (WORKERS' COMPENSATION)

7.2.1 Coverage and Claims

All employees are covered by worker's compensation insurance. This insurance covers employees in case of on-the-job injury or job-related occupational disease. The Agency's workers' compensation insurance carrier will pay the employee for workdays lost and medical costs attributable to job-related injuries or occupational diseases. **All job-related accidents must be reported immediately to the supervisor.**

When an employee is absent for one or more days due to an on-the-job accident or occupational disease, he/she is required to file a claim for Workers' Compensation. If the employee files a claim, the Agency will pay the employee's regular salary from the employee's sick leave pending determination of eligibility for Workers' Compensation benefits.

7.2.2 Coordination of Benefits

If the employee is determined to be eligible for Workers' Compensation benefits the Agency will credit the amount of personal sick leave used until payment of workers' compensation benefits commences. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability, so long as accrued sick leave is available pending determination of entitlement to workers' compensation benefits. Upon determination of entitlement to workers' compensation benefits, the appropriate amount of sick leave shall be restored to the employee's account. (Please also see Section 8.11 of this Policy manual.)

Subject to the Idaho Workers' Compensation laws and in coordination with the Agency's workers' compensation insurance carrier, the Agency may require an examination at its expense, performed by a physician of its choice.

7.3 HEALTH INSURANCE BENEFITS

Regular full-time and part-time employees and their dependents are eligible to participate in the Agency's various insurance programs as of the 1st of the month following the date of employment. The programs and criteria for

eligibility will be explained upon hire. The Agency pays the cost of premiums in the amounts authorized by the Agency Board. The Agency reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable.

Temporary employees will normally not be eligible for group health insurance coverage.

7.3.1 Employee Assistance Program

As part of the Agency's insurance programs, the Agency has provided for an Employee Assistance Program (EAP) for its employees through which employees and their dependents are able to obtain appropriate and necessary care for problems they may suffer and for such other personal problems as may interfere with their productivity and general welfare. The program and criteria for eligibility will be explained upon hire. The Agency pays the costs imposed by the provider of the program in the amounts authorized by the Agency Board. The Agency reserves the right to make changes to this program when deemed necessary or advisable, with prior notice to affected employees.

7.4 CONTINUATION OF INSURANCE COVERAGE

7.4.1 Workers' Compensation Benefits

An employee receiving Workers' Compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The Agency also continues to pay for the employer's portion of health insurance premiums. After six (6) months, the employee's healthcare benefits shall cease. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time he/she receives Workers' Compensation benefits.

7.4.2 Termination, Retirement, Leave of Absence

For eligible employees who terminate, retire or are on an approved leave of absence, the Agency will pay the Agency's share of the premium for the month the employee is leaving.

7.5 TUITION REIMBURSEMENT POLICY

The Agency is committed to continuous learning. As a means to pursue this goal and to encourage professional growth and increase effectiveness in its employees, the Agency will provide tuition reimbursement for regular full-time employees who have been employed by the Agency for at least one year. In addition, the employee must be continuously employed as a regular full-time employee at the time the class is completed and at the time request for reimbursement is submitted. The employee must maintain regular full-time employment with the Agency for one year after receiving reimbursement to avoid re-payment of the benefit.

Participation is subject to the availability of funds.

An employee's participation in the program will not adversely affect departmental operations or services.

The time scheduled by an employee to attend classes during working hours must be made up during the employee's pay cycle.

The employee's supervisor must verify that course is job-related. Job related courses are:

Credit course(s) whose content is of direct and significant assistance to the employee in fulfilling present duties and responsibilities or advancing professional development. Courses that are not directly related to a specific job, but form part of a job-related degree program, may also qualify for this benefit. Continuing education and audited courses do not qualify nor does course work undertaken solely for self-enrichment.

Under this policy employees may be reimbursed for up to two job-related courses per fiscal year in an amount not to exceed \$1,000. Courses must be taken from an accredited, degree-granting college or university.

The employee must complete the course(s) with a grade of “C” or better. In the case of pass/fail classes, the employee must pass the class.

Employees must pay tuition and required fees when registering for courses at eligible institutions. Tuition and fees excluding application fees will be reimbursed only after proof of successful completion of the course(s) and proof of payment is provide. Fees include books and supplies.

If reimbursement is available through other sources such as grants or scholarship, those avenues of reimbursement must be pursued before reimbursement from the Agency is sought.

It is the employee’s responsibility as a taxpayer to assess the tax consequences of reimbursement for educational expenses and comply with existing provisions of the Internal Revenue Code.

Application for reimbursement must be made in writing with attached documentation of course payment and completion.

CHAPTER 8 LEAVES

8.1 DEFINITIONS

For purposes of this Chapter, the following definitions shall apply:

8.1.1 Dependent Children

Dependent children are children of an employee through age 26 (including stepchildren, foster children, legally adopted children, legal wards or a child of a person standing in loco parentis).**[Drafting note – confirm definition/requirements with current healthcare plan.]**

8.1.2 Immediate Family

Immediate family is an employee's spouse, child (natural, adopted, step), parents (natural, step, adopted), brother or sister, mother/father-in-law, daughter/son-in-law, grandparents, grandchildren, **or** other relative who lives in the employee's home.

8.1.3 Serious Health Condition

Serious health condition is an illness, injury, impairment, or physical or mental condition that involves: (a) in-patient care in a hospital, hospice or residential medical care facility; or (b) continuing treatment by a health care provider.

8.2 VACATION LEAVE

8.2.1 Accruals

Vacation hours are accrued at the end of each pay period. Each regular full-time employee is entitled to vacation leave as follows:

Years of Employment	Vacation Hours Earned
Beginning of eligibility through the completion of the first year	10 hrs/month
Beginning of year 2 through the completion of the fourth year	12 hrs/month
Beginning of year 5 & over	14 hrs/month

Regular part-time employees will receive vacation on a pro-rata basis.

Temporary employees are not eligible except as provided by Section 3.3 for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay in any month in which compensation is not paid.

8.2.2 Accelerated Vacation Accruals for Exempt Level Employees

In order to ensure the Agency is competitive in hiring and retaining the most qualified employees in exempt level positions, the Executive Director is authorized to agree to initial lump sum and specific monthly accruals of time

which exceed the schedules of earning contained in *Section 8.2.1*. Such agreements must be in writing and be retained in both the personnel and payroll file of that employee.

8.2.3 Limits on Accruals

The maximum number of vacation hours which may be carried over from one calendar year to the next is one year's accrual at the current earning rate for that employee, provided however, that the total accrual of unused vacation leave shall not exceed 1.5 times the current annual rate. (Please note: the maximum number of unused vacation hours is pro-rated for a part-time regular employee to reflect his/her normally scheduled workweek.)

Any leave accruals exceeding the maximum carryover on December 31 of each year will automatically be forfeited unless otherwise specifically authorized in writing by the Executive Director or designee.

In cases where Agency operations have made it impractical for an employee to use vacation time, the Executive Director may in his or her sole discretion authorize additional carryover or temporarily increase the total accrual limit for unused leave.

In recognition that the demands of work schedules may prevent the appropriate use of accumulated vacation leave, at the sole discretion of the Executive Director, exempt employees may be paid for up to one-half of current accrual balance of vacation time per year.

8.2.4 Using Vacation Leave

An employee may take vacation leave only after obtaining permission from the appropriate supervisor or Executive Director, as the case may be. Vacations must be scheduled to meet the operating requirements of the Agency, and, as far as practicable, the preferences of the employee. The maximum number of hours an employee may take is the number of hours posted to his/her account at the time the vacation leave is taken; an employee may not "borrow" from vacation accruals not yet earned.

If due to Agency convenience, a pre-approved vacation must be cancelled or changed causing out-of-pocket expense to the employee, then the Agency may reimburse the employee for the unrecoverable portion of the out-of-pocket expense.

8.2.5 Payment for Vacation Accruals at Termination

When leaving Agency service, an employee will be paid, at the base hourly rate as of the date of departure, a lump sum for all accrued unused vacation which has not been forfeited, but only up to the maximum accrued amount.

8.3 SICK LEAVE

8.3.1 Accruals

All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Four (4) hours of sick leave is accrued as of each pay period. Regular part-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked. The hours accrued for a particular pay period cannot be used by an employee in advance of or during the pay period they are accrued.

Temporary employees do not earn sick leave benefits except as provided in Section 3.3. Employees do not accrue sick leave benefits during a leave without pay in any month in which compensation is not paid.

8.3.2 Limits on Sick Leave Accruals

The maximum number of hours an employee may carry in his/her sick leave balance is 720 hours.

8.3.3 Using Paid Sick Leave

Acceptable use of sick leave covers those situations in which an employee is absent from work due to:

- (1) Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
- (2) The need to care for an immediate family member who is ill;
- (3) Medical or dental appointments for the employee or employee's immediate family, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
- (4) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
- (5) Use of a prescription drug that impairs job performance or safety;
- (6) Additional leave beyond bereavement leaves for a death in the immediate family, to be authorized by the Executive Director.

A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. Abuse of such leave may subject the employee to discipline or termination.

Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their department head's prior approval, request a leave without pay or use accumulated compensatory time, if any.

Employees will not be paid for any unused sick leave upon leaving Agency service for any reason. Sick leave is a benefit solely for use by an employee to receive pay for absences while employed, and is not an entitlement.

8.4 LEAVE WITHOUT PAY

The Executive Director may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons such as prolonged illness, or parenting.

8.5 JURY AND WITNESS LEAVE

8.5.1 Jury Duty

The Agency provides all employees leave for the full period of jury duty service. Regular full-time and part-time employees who have worked for the Agency for at least 30 days receive paid jury duty leave of up to two weeks each time they are called for jury service. In general, if jury duty extends beyond two weeks in any one instance, the additional leave will be unpaid or vacation time or a floating holiday may be used at the discretion of the employee's supervisor. Exempt salaried employees who are asked to serve longer than two weeks should contact the Executive Director to discuss whether further paid leave will be provided. Payment provided by the courts during periods of paid jury duty leave must be turned over to the Agency, excluding expense reimbursements, such as mileage. You must provide your supervisor with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, you are required to provide your supervisor with proof of jury service.

8.5.2 Witness Duty

All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless you are a witness in a case involving the Agency. For exempt employees, however, salary payment will continue except for full-day absences caused because the employee is a party in a lawsuit.

8.6 ADMINISTRATIVE LEAVE

On a case-by-case basis, the Agency may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the Agency as determined by the Executive Director during the pendency of an investigation or other administrative proceeding.

8.7 MILITARY LEAVE

The Agency provides all employees with leave while performing military service in accordance with federal and state law.

If you require time off from work to fulfill military duties, you will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify your supervisor and provide a copy of your orders as soon as possible.

8.8 BEREAVEMENT LEAVE

The Agency provides regular full-time and part-time employees with paid leave for up to five (5) days in the event of the death of an immediate family member.

8.9 HOLIDAYS

The following are recognized as paid holidays for all regular full-time and part-time employees:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Floating Holiday (2)	Two days selected independently by each employee with supervisor's advance approval.

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

Non-exempt regular full-time or part-time employees will be paid for the holiday at one and one-half times their regular rate of pay for any time worked on the observed holiday. Such time must be pre-authorized by the Executive Director.

Temporary employees will be paid at their regular straight-time rate for hours worked on an observed holiday.

8.10 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the Executive Director's approval, take the day off using vacation, compensatory time, a floating holiday day or leave without pay.

8.11 ON-THE-JOB INJURIES AND TIME LOSS CLAIMS

Any employee involved in any accident or suffering a job-related injury or occupational disease is required to report the accident and/or injury/illness to his/her supervisor immediately. **Failure to report may be grounds for denying workers' compensation, and/or cause for discipline up to and including dismissal.**

Whenever an on-the-job injury causes a regular employee to take time off work for treatment and/or recuperation ("time loss"), that time is charged to the employee's sick leave balance, if any, until the State of Idaho Industrial Commission, or the Agency's workers' compensation insurance carrier, has determined whether the claim is covered under the Workers' Compensation program. If the injury is covered by the Workers' Compensation program any sick leave which has been used will be restored to the employee's sick leave balance.

If the ruling is that the time loss is not covered by the Workers' Compensation program, then the employee will continue to be charged sick leave for the time loss. If the employee exhausts all his/her sick leave, then the employee will be charged his/her vacation, and finally may be placed on leave without pay.

8.12 FAMILY AND MEDICAL LEAVE

8.12.1 Reasons for Family or Medical Leave

Federal Law provides that certain public agencies must provide family and medical leave benefits. The Agency will comply with this law when required. Employees will be eligible for this leave when they have been employed by the Agency for at least 12 months, and have worked at least 1250 hours in the 12 months before the leave. Essentially this means that new employees, and part time employees, may not be eligible for such leave. Eligible employees are entitled to Family or Medical Leave for the following reasons:

a. Employee's Serious Health Condition

An employee may take Family or Medical Leave for the employee's serious health condition, when that condition prevents the employee from performing the essential functions of his or her job. This could include leave taken by a mother for a serious health condition related to pregnancy. An employee who needs this type of leave must give thirty (30) days' notice to the Executive Director, if the need for leave is foreseeable, or as much notice as is practicable if the need for leave could not be foreseen.

b. To Care for a New Child

An employee may take Family or Medical Leave to care for a newborn child, a newly adopted child, or a child placed for foster care in the home of the employee. Leave for this purpose must be taken within one year of the birth or placement of the child. An employee who anticipates the need for such leave must provide notice to the Executive Director at least thirty (30) days in advance, unless the need for such leave was not foreseeable, in which case the employee must give as much notice as is practicable under the circumstances.

c. To Care for a Spouse, Parent or Child With a Serious Health Condition

An employee may take leave when the employee is needed to care for the employee's spouse, parent or child who has a serious health condition as described above. The same type of notice as that required for leave for the employee's own serious health condition is required.

8.12.2 Requests for Family or Medical Leave

All requests for family leaves, paid or unpaid, must be comply with work rules, including work rules regarding notification of illness. In addition, at the time leave is requested, the Agency reserves the right to require the employee to obtain a medical certification from a physician, on a form provided by the Agency. This medical certification will allow the Agency to verify that the leave qualifies for Family or Medical Leave. Anytime the Agency requests such a certification, the certification must be returned within 15 days. If not returned, the leave may be delayed until the certification is completed. The burden is thus on the employee to return the medical certification as soon as possible so that leave will not be delayed.

8.12.3 Use of Paid Leave for Family or Medical Leave

An employee may choose, or the Agency may require, use of paid sick leave accruals when the leave is taken for a serious health condition of the employee, parent, child or spouse, or when leave is taken to care for a new child, by birth, adoption or foster care placement. In addition, vacation leave, a floating holiday, or comp time accrued may be used by the employee, at the option of the employee, if the employee requests time off according to his/her department's work rules. Any leave taken beyond such accrued leave is unpaid leave.

8.12.4 Length of Leave

The employee is entitled to up to 12 weeks of unpaid leave in any 12-month period for family or medical leave. A 12-month period shall be measured forward from the first date of an employee's family or medical leave (i.e., if the first day of family or medical leave is March 15, the 12-month period will run through the following March 14).

8.12.5 Benefits

Regular employees taking leave without pay must first exhaust all posted vacation before moving to unpaid status. An employee on leave of absence without pay does not accrue vacation and sick leave during the period of leave.

An employee on leave of absence for family or medical leave will continue to receive group health and life insurance benefits during the leave to the same extent as if the employee had been continuously employed during such leave. The Agency will pay the employee's proportionate share of insurance to the same extent as it pays for other employees.

Employees should contact the Financial Officer prior to going on leave, or as soon as possible if the need for leave was not foreseeable, to make arrangements for the continuation of health benefits during the leave, and to ensure that new children are added to the appropriate insurance coverage. Where an employee has been responsible for premiums for family or other coverage, arrangements must be made to assure payment of such premiums during the course of the leave.

Employees may be required to provide periodic medical certifications to substantiate the continuing need for family or medical leave. In addition, employees are required to update the agency at least weekly on the status of their return to work.

8.12.6 Return to Work

Upon returning from qualifying medical or family leave, the employee is entitled to be reinstated to the same position held before the leave, or to a position with equivalent pay, benefits and conditions. Employees who have exhausted their 12 week entitlement but do not return from their leave will be terminated to the extent permissible by law.

8.13 PAID PARENTAL LEAVE POLICY

Maternity/paternity/adoption leave under this policy is paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. Maternity/paternity/adoption leave is not charged against the employee's other paid leave credits, and the maximum amount of paid days received is six (6) weeks. Employees will be eligible for this leave when they have been employed by the Agency for at least 12 months, and have worked at least 1250 hours in the 12 months before the leave. Essentially this means that new employees, and part time employees, may not be eligible for such leave. Temporary employees are not eligible for paid maternity/paternity/adoption leave under this policy. The paid leave is compensated at the following levels:

- After one full year of service – 60 percent of salary
- After five full years of service – 100 percent of salary.

After the six (6) weeks of maternity/paternity/adoption leave have been exhausted, subsequent leave will be covered under appropriate policies. The FMLA allows employees up to 12 workweeks of unpaid leave annually. Paid leave under this policy will run concurrently with FMLA leave. After paid maternity/paternity/adoption leave is exhausted, the employee is required to apply any other available paid leave, which will also run concurrently with FMLA leave.

8.14 LEAVE AND BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

8.14.1 Regular Part-Time Employees

All leaves, including holidays, are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and (40) hours per week.

8.14.2 Temporary Employees

Temporary employees normally are not eligible to receive benefits, including leaves, holidays and insurance, except as provided in Section 3.3.

CHAPTER 9 EMPLOYEE RESPONSIBILITIES AND CONDUCT

9.1 GENERAL CODE OF CONDUCT

CCDC is a public agency and a vital part of the city's local government. Its work requires daily interaction with public officials, business leaders, the media, and the general public. Employees are public servants working in the public eye and stewards of public funds. Employees must respect and act on the direction provided by the governing board, the Executive Director and supervisor. Employees should use discretion and appropriate deference when expressing opinions on Agency-related matters.

For the Agency to be successful, all employees must represent the Agency in a professional, pleasant, courteous, tactful, efficient and helpful manner. Agency success also depends on each employee's job performance, professional conduct and behavior. The Agency expects tact and courtesy towards the public and fellow employees, respectful communications; adherence to Agency policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the Agency's equipment, grounds, facilities and resources and providing orderly and cost efficient services to its citizens.

Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and the Executive Director.

Nothing in this section alters the at-will status of employment at the Agency or the ability of the Agency, or any employee, to terminate the employment relationship at any time.

The Agency is a relatively small organization. To function as efficiently as possible, the Executive Director may ask employees to perform duties outside regular assignments. It is no reflection on the employee's worth to the Agency, but a necessary arrangement for most small organizations.

To make the most efficient use of personnel, the Agency also reserves the right to change an employee's work conditions and the duties originally assigned. All positions may include other duties as assigned. Employee responses such as "that is not my job" may be considered a performance issue.

9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not, directly or indirectly, engage in any outside employment or financial interest which presents a conflict of interest as defined in the Idaho Code, or interferes with the employee's ability to perform his/her assigned Agency job. Examples include, but are not limited to, outside employment that:

- (1) Prevents the employee from being available for work as required to meet the obligations of their employment;
- (2) Is conducted by non-exempt employees during the employee's work hours;
- (3) Incurs costs to the Agency, such as unreimbursed long distance charges;
- (4) Is with a firm that has contracts with or does business with the Agency;
- (5) May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service;

An employee who chooses to have an additional job, contractual commitment or self-employment should consult the Agency's Code of Ethics to determine whether a conflict with Agency employment might exist and take prescribed action if warranted.

9.3 REPORTING IMPROPER GOVERNMENTAL ACTION

State law provides protection to employees who, in good faith, report instances of government waste or abuse. If you report such misconduct and your reporting is within the protection of this law, you cannot be terminated in retaliation for such reporting.

9.4 POLITICAL ACTIVITIES

Agency employees may participate in political or partisan activities of their choosing provided that Agency resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on Agency time or while representing the Agency in any way. Employees may not allow others to use Agency facilities or funds for political activities.

Any Agency employee who meets with or may be observed by the public or otherwise represents the Agency to the public, while performing his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Agency property or Agency time, for a contribution for a partisan political cause.

Except as noted in this policy, Agency employees are otherwise free to fully exercise their constitutional First Amendment rights (political activity and free speech), unless the Agency's right to govern effectively outweighs the employee's rights.

9.5 NO SMOKING POLICY

For health and safety considerations, the Agency prohibits smoking by employees in all Agency facilities, including Agency-owned buildings, vehicles, and offices or other facilities rented or leased by the Agency, including individual employee offices.

9.6 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS

The Agency furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. We do not, however, assume responsibility for any theft or damage to the personal belongings of employees, and we reserve the right to search employee desks, lockers, and personal belongings brought onto Agency premises, if necessary.

The Agency also furnishes computers for use in conducting Agency business. The computers are the Agency's property. Because the computers are for Agency business, the Agency reserves the right to review the contents of any files or documents on the computer, including contents of any electronic mail. By using Agency equipment, you consent to such access by the Agency. Agency computers may not be used for personal business other than incidental communication resulting in no additional cost to the Agency.

9.7 USE OF AGENCY VEHICLES AND EQUIPMENT

Use of Agency phones for local personal phone calls should be kept to a minimum; unreimbursed long distance personal use is prohibited. The personal use of wireless phone/messaging service which results in increased cost to the Agency must be reimbursed by the Employee. Other Agency equipment, including vehicles, should be used by employees for Agency business only. An employee's misuse of Agency services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

9.8 BULLETIN BOARDS

Information of special interest to all employees is posted regularly on the Agency bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the Executive Director or designee.

9.9 CONTACT WITH THE NEWS MEDIA

The Executive Director or designee shall be responsible for all official contacts with the news media, including answering of questions from the media. The Executive Director may designate specific employees to give out procedural, factual or historical information on particular subjects.

9.10 SEAT BELT, CELLULAR PHONE AND TEXTING POLICY

Per Idaho law, anyone operating or riding in Agency vehicles must wear seat belts at all times. Additionally, the Agency expects its employees to refrain from using their phone or media device while driving in the course and scope of their employment. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short and use hands-free options. Texting while driving is strictly prohibited. Violation of this policy may lead to disciplinary action, up to and including termination.

9.11 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific Agency positions, an employee may be required to hold a valid Idaho State Driver's license. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify the Executive Director and will be immediately suspended from driving duties. The employee may not resume driving for Agency business until proof of a valid, current license is provided to the Executive Director. Depending on the duration of license suspension or revocation, an employee may be subject to disciplinary action, including termination.

9.12 SOLICITATIONS

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of Agency or employee property. Other than for authorized community based fund raising campaigns, employees may not solicit for any purpose during work time or in work areas.

9.13 SAFETY

Every employee is responsible for maintaining a safe work environment and following the Agency's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her department head. The Agency will make every effort to remedy problems as quickly as possible. No retaliation will occur for reporting an unsafe condition.

In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their department head or the Executive Director.

9.14 SUBSTANCE ABUSE

The Agency's philosophy on substance abuse has two focuses: (1) a concern for the well being of the employee and (2) a concern for the safety of other employees and members of the public.

The Agency reserves the right to conduct random and baseline drug testing should the need arise in the future.

9.14.1 Availability of Rehabilitation or Treatment

As part of our employee assistance program, we encourage employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation. Although the decision to seek diagnosis and accept treatment is completely voluntary, the Agency is fully committed to helping employees who voluntarily come forward overcome substance abuse problems. In recognition of the sensitive nature of these matters, all discussions

will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination.

9.14.2 When Job Performance Is Affected

Although the Agency is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job. The Agency may discipline or terminate an employee possessing, consuming, selling or using alcohol, or controlled substances (other than legally prescribed) during work hours. The Agency may also discipline or terminate an employee who reports for duty or works under the influence of alcohol or illegal substances. "Under the influence" means that the employee is impaired to any degree in the performance of his/her work. To the extent allowed by law, an employee may be required to submit to alcohol or illegal substance testing when the Agency has reasonable suspicion that the employee is under the influence of illegal substances or alcohol. Refusal to submit to testing under these circumstances shall be grounds for termination. The confidentiality of test results will be protected.

9.14.3 Drug-Free Workplace

The manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on Agency premises or during work hours by Agency employees is strictly prohibited. Employees also must notify the Agency within five (5) days of any conviction for a drug violation.

9.15 GIFTS & GRATUITIES

Employees may not accept gifts of more than a nominal value (\$50.00) from any vendor, supplier, or other person doing business with the Agency. Receiving such a gift may give the appearance of influence regarding the employee's business decisions, transaction, or service. Advertising and promotional items are not considered gifts.

CHAPTER 10

DISCIPLINE AND TERMINATION

10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION

Our success in providing excellent service to our citizens and maintaining good relationships with the community depends on our employees. We have therefore outlined for your guidance certain conduct which, if engaged in, would be detrimental to our objective and could lead to disciplinary action including discharge. The Executive Director, or his or her designee, is responsible for evaluating, managing, disciplining, and, if necessary, discharging or terminating all employees. The Executive Director may directly communicate with any Agency employee concerning employment related issues, or coordinate such communication through respective department heads or other supervisors.

The following specified conduct is illustrative and not comprehensive. Nothing in the section alters the at-will status of employment at the Agency or the ability of the Agency, or any employee, to terminate the employment relationship at any time.

- (1) Misrepresentation or withholding of pertinent facts in securing employment.
- (2) Unauthorized use or possession of the Agency facilities/property, unauthorized use of position with the Agency for personal gain or advantage, accepting unlawful gratuities or bribes, or lying.
- (3) Smoking in any unauthorized posted area or creating of fire hazards in any area.
- (4) Failure to report an occurrence causing damage to Agency, customer, or public property; failure to properly secure the Agency facilities or property.
- (5) Unauthorized recording of one's own or another employee's time record (all involved employees can be subject to disciplinary action).
- (6) Habitual lateness for work; absence without proper notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism; loitering, goofing off, failing to assist others in a work situation.
- (7) Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the Agency or our employees, on or off premises; disorderly conduct, including fighting on the premises; rudeness, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees.
- (8) Intentional falsification of records/paperwork required in the transaction of the Agency business.
- (9) Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work or concealing defective work.
- (10) Failure to observe safety practices, rules, regulations, and instructions; negligence that results in injury to others; failure to wear required safety clothing and equipment.
- (11) Failure to promptly report to your immediate supervisor an on-the-job injury or accident involving an employee, equipment, property, or visitor.
- (12) Dishonesty or theft, including deliberate destruction, damage, or removal of the Agency's or other's property from the premises, or any job site.

- (13) Possession, use, sale, or being under the influence of alcohol and illegal drugs while on Agency business (including standby duty). The only exception to this rule shall be for an employee using or possessing a controlled substance prescribed by a doctor if such use does not impair safe and/or efficient work performance.
- (14) Conviction of a misdemeanor or felony.
- (15) Unauthorized or personal use of the Agency corporate credit card.

10.2 LAYOFF

The Executive Director, in his or her discretion, may lay off employees for lack of work, budgetary restrictions, reorganization, or other changes that have taken place. In determining who is to be laid off, consideration will usually be given to individual performance and job qualifications, as determined by the Agency. Seniority may be considered when performance and qualifications are equal, as determined by the Agency. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified, but there is no guarantee of re-employment.

10.3 RESIGNATION

An employee is encouraged to provide at least (2) weeks' notice of resignation. This time limit may be waived or reduced by the Executive Director.

CHAPTER 11 COMPLAINT PROCEDURES

11.1 COMPLAINT PROCEDURES

The Agency recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with Agency policies. For this reason any employee who feels he or she has been discriminated against or has been subjected to harassment should promptly take the following steps:

- Step 1: Employees should first try to resolve any problem or complaint with their supervisor if circumstances prohibit this response (e.g., the supervisor is involved in the conduct), report the behavior to the Executive Director. If the Executive Director is involved in the conduct, the employee should follow the procedure for making a claim against the Executive Director set forth in Section 11.2. In writing, state specific details of the discriminating behavior. It is helpful if details of dates, times, places, and witnesses, if any, of the discrimination or harassment can be provided.
- Step 2: When normal communication between an employee and the supervisor is not successful or practical, or when an employee disagrees with the application of Agency policies and procedures, the employee should attempt to resolve the problem with the Executive Director. When normal communication between an employee and the Executive Director is not successful or practical, or when an employee disagrees with the application of Agency policies and procedures, the employee should follow the procedure for making a claim against the Executive Director set forth in Section 11.2.
- Step 3: If the employee is not satisfied with the response from the supervisor, the employee may submit the problem, in writing, to the Executive Director. The written complaint must contain, at a minimum:
- (1) A description of the problem;
 - (2) A specific policy or procedure which the employee believes has been violated or misapplied;
 - (3) The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
 - (4) The remedy sought by the employee to resolve the complaint.

The written complaint should be filed within ten (10) working days of the occurrence leading to the complaint. This time limit provides an opportunity to resolve the issue immediately.

The Executive Director may meet with the parties, either individually or together, and will respond in writing to the aggrieved employee within a reasonable time of the meeting. The Executive Director response and decision shall be final and binding with respect to employee and the Agency, except as provided for in Section 11.2, below.

Complaint Investigation and Confidentiality

All complaints will be investigated promptly. The identity of the employee making the complaint, as well as the identity of the individual accused of discrimination, will be kept as confidential as possible.

Retaliation

It is contrary to agency policy for a supervisor or any other employee to retaliate against any employee who files a charge of discrimination. Please report any conduct that you feel could be retaliatory immediately.

11.1.1 Additional Procedures

In the event an employee who feels he or she has been discriminated against or has been subjected to harassment by the Executive Director, or an employee seeks to file a written complaint against the Executive Director as allowed under Section 11.1 of this Manual, the employee shall file a written complaint with the Chair of the Board of the Agency, including, at a minimum, the information set forth in Step 3 of Section 11.1, which for purposes of this section, such written complaint shall be referred to as a "Claim." Any Claim against the Executive Director must be filed within ten (10) working days of the occurrence leading to the Claim, or ten (10) working days after the employee becomes aware of the circumstances.

The Chair of the Board, or his/her designee (whose designee may be regular counsel to the Agency, special counsel to the Agency or an independent person retained by the Chair for such purposes), may meet with the Executive Director and employee, either individually or together, and attempt to mediate the Claim. The mediation process shall be completed within fifteen (15) working days of the filing of the Claim.

CHAPTER 12 ELECTRONIC COMMUNICATION

12.1 ELECTRONIC COMMUNICATION MONITORING

The Agency monitors its phone system, network and computers. Information stored in or on company facilities is subject to inspection at any time without notice. Employees have no personal privacy right in anything created, received, or sent on or from the computer and/or internet system; by accessing the system, employees expressly waive any right of privacy in anything they create, store, send, or receive on the system. By accessing the system, employees further consent to allowing personnel of the Agency to access all material created, sent or received on the system.

12.2 ELECTRONIC COMMUNICATIONS AND PUBLIC RECORDS

As the Agency is a public entity, each employee is subject to public records laws.

Each employee is responsible for the content of all text, audio or images that he or she creates, sends, forwards, retrieves, or stores using the Agency's electronic communication systems. Employees should not consider any electronic communication, media or services to be either private or secure. Although email, computer and network accounts may be protected by passwords, Employees should understand that their account and records may not be private. Employees using the Agency's information technology expressly waive any right of privacy in anything they create, store, send, or receive on an Agency computer or through the Agency provided Internet. This includes, but is not limited to, messages or data sent or received on a mobile device. The term mobile device includes cellular telephone, smartphone, tablet, PDA, etc. The use of personally-owned mobile devices to send and/or receive electronic communications for the transaction of Agency business creates a record that may be subject to disclosure pursuant to a public records request. Employees who use personal mobile devices to transact Agency business may be required to provide all communications that relate to Agency business, including text messages, to the Agency upon request. The Agency discourages the transaction of Agency business via text message on personal mobile devices and/or the transaction of Agency business via personal email accounts.

12.3 INTERNET POLICY

Employees may use the internet to increase productivity. Employees are expected to comply with all Agency policies that may be applicable to the internet. These include, but are not limited to, confidentiality, harassment, solicitation, outside employment and business ethics. Under no circumstances are pornographic or harassing materials to be sent, received, viewed, or downloaded using company facilities at any time or using personal facilities during working hours.

Personal use of the internet is not prohibited if it does not interfere with job responsibilities and productivity. Anonymous messages are not to be sent. Aliases are not to be used. Employees are not to place personal copies of software or data on any computer without prior authorization.

If the employee is using an internet site paid for by the Agency, the employee is expected to only use it for business purposes. All work created or received using Agency equipment or facilities are Agency property. Illegal use of software is prohibited.

The Agency does monitor its phone system, network, and computers. Information stored in or on Agency facilities is subject to inspection at any time without notice. Employees have no personal privacy right in anything created, received or sent on or from the computer and/or internet system; by accessing the system, employees expressly waive any right of privacy in anything they create, store, send or receive on the system. By accessing the system, employees further consent to allowing personnel of the Agency to access all material created, sent or received on the system.

Violation of this Agency policy will be addressed as a performance issue.

All items uploaded to our web site are to be scanned for viruses. All items downloaded from web site or any other locations are to be scanned for viruses. Material downloaded from the internet is to be placed on diskettes first; it is never to be placed on a hard drive. At least two anti-virus software programs are to be used to scan for viruses before any material from a diskette is placed on our network system.

12.4 SOCIAL MEDIA POLICY

12.4.1 Introduction

The Agency recognizes that social media can be a highly effective tool for sharing ideas and exchanging information. The Agency is committed to using social media to promote the Agency's mission and strategic plan and to maintain effective communications with employees, customers, business partners and citizens. The Agency has an interest and responsibility in determining what is published on behalf of the Agency via social media. The purpose of social media is to disseminate information from the Agency, to the public to provide a forum for discussion and to gather feedback from residents and visitors on Agency-related issues. This regulation establishes rules for the creation and use of social media by Agency employees as a means of conveying Agency related content to the public. This regulation applies to all Agency employees.

12.4.2 Definitions

- A. Social Media – web and mobile based technologies which are used for interactive communication by organizations, communities and individuals often utilizing, but not limited to, third-party services that connect users to one another. Examples of social media include, but are not limited to, Facebook, Twitter, Google+, LinkedIn, YouTube, MySpace, Second Life, Delicious, Yelp, Flickr, Picasa, blogs, message boards, and chat rooms. Social media may exist in many different forms including, but not limited to, internet forums, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music sharing, and voice over IP.
- B. Posts – content published through social media that may consist of dialogue, pictures, videos, URLs, articles, or other communicative content.
- C. Comments – response, reply, observation or opinion made via a social media to a post or another comment, usually made by outside third parties.
- D. Digital Equipment – includes but is not limited to computers, laptops, telephones, cellular phones, smart phones, and iPods. Any technology provided by the Agency for communication, computing, etc., is covered by this definition.
- E. Electronic Communication – any communication made via digital equipment including but not limited to email, texts, phone calls, voicemail and tweets.
- F. Disparaging Remarks – posts or comments made to ridicule, discredit, or demean another person.

12.4.3 Social Media Account Access

Social media network access shall be limited to those with a clear business purpose to use the forum. Only official Agency spokespersons and authorized individuals shall have permission to create, publish or comment on behalf of the Agency. All users shall obtain authorization, as described within this section, prior to creating and maintaining a page or site associated with the Agency on a social media network. All authorized social media pages or sites associated with the Agency shall belong to and be managed by the Agency.

Only individuals who are authorized by the Executive Director or his/her designee are permitted to access, manage and/or post via Agency social media for the purpose of conducting Agency business.

The Executive Director or his/her designee is responsible for maintaining an up to date list of all social networking application domain names in use, the names of all authorized employee administrators or users of these accounts, as well as the associated user identifications and passwords currently active within their respective departments.

Oversight of Agency sponsored social media shall be performed by supervisors of those authorized to manage the Agency's social media activity. All posts on Agency social media shall be in accordance with this policy. The Executive Director or his/her designee shall monitor the Agency's social media for comments requesting responses from the Agency and for comments in violation of this policy. The Executive Director or his/her designee will also monitor content on Agency social media to ensure adherence to this policy and the interests and goals of the Agency. The Executive Director or his/her designee responsible for the creation and/or maintenance of social media content shall ensure that it is able to edit or remove this content.

Authorized individuals representing the Agency on Agency social media must conduct themselves at all times as a representative of the Agency in accordance with all Agency policies.

When an individual responds to a comment in his/her official capacity as an Agency employee, the individual shall not share personal information about himself or herself, or other Agency employees. If the Agency has multiple individuals posting or commenting on behalf of the Agency, those individuals shall coordinate their responses to ensure that conflicting views and/or information is not being disseminated.

Whenever possible, Agency social media should link back to the official Agency website for forms, documents, online services, and other information necessary to conduct business with the Agency.

Use of posted photographs on social media sites shall abide by all copyright and printed material laws. All Agency social media shall adhere to applicable federal, state, and local laws, regulations and policies.

All content or comments made in any social media shall conform to that site's terms and conditions of use.

12.4.4 Prohibited Content in Agency Social Media

As a public entity the Agency must serve all of its constituents in a civil and unbiased manner. Agency social media posts and comments containing any of the following inappropriate forms of content shall not be allowed and are subject to removal and/or restriction by the Agency:

- A. Comments not topically related to the particular social media post being commented upon, including random or unintelligible comments;
- B. Profane, obscene or violent language and/or content;
- C. Defamatory or personal attacks;
- D. Threats to any person or organization;
- E. Content that promotes, fosters, or perpetuates harassment or discrimination on the basis of race, color, religion, sex, age, national origin, citizenship status, disability, genetic information, veteran status, sexual orientation or gender identity/expression;
- F. Sexual content or links to sexual content;

- G. Any comments for the solicitation of commerce that is not related to the Agency or its business partners, including but not limited to advertising of any business or product for sale;
- H. Comments in support of or opposition to political campaigns, or candidates;
- I. Encouragement of illegal activity;
- J. Conduct in violation of any federal, state, or local laws;
- K. Information that may tend to compromise the safety or security of the public or public systems;
- L. Content that violates a legal ownership interest, such as trademark, patent, or copyright, of any other party; or
- M. Confidential or proprietary information.

12.4.5 Expectation of Privacy

Nothing in this policy bestows an individual right nor may it be construed to provide an expectation of privacy. Users of social media should be mindful that once content is placed online, it is no longer under the user's control. Content posted to the internet is immediate and does not expire. Participation in social media, whether by Agency or non-Agency internet resources and whether made while on or off duty must not violate the privacy rights of other Agency employees or customers or violate any Agency policies.

12.5 SOCIAL MEDIA PERSONAL USE

12.5.1 Introduction

The Agency recognizes that many employees have personal social media accounts and engage in various social media activities. As such, the Agency respects employees' right to express personal opinions when using personal social media and does not retaliate or discriminate against employees who use personal social media for political or other lawful purposes. However, employees are personally responsible for content they post on personal social media.

Social media come in many forms including, but not limited to, internet forums, blogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music sharing, voice over IP, and others. Social media also include social websites and online communities for business and personal use, such as Facebook, LinkedIn, Yelp, YouTube, Twitter, message boards, and chat rooms.

The purpose of this policy is to caution employees regarding their use of personal social media as it relates to the Agency. This regulation applies to all Agency employees.

12.5.2 No Expectation of Privacy

The Agency may monitor content, comments, and/or discussions about the Agency on social media made by anyone at any time. Content posted to the internet is immediate and does not expire. Users of social media should be aware that they are not anonymous when they make online comments. Even if a person posts anonymously or under a pseudonym, their identity may still be determined. Utilization of privacy settings for personal use of social media is recommended. However persons who use social media should be mindful that once content is placed online, it is no longer under their control and content shared via private social media does not always stay private.

Employees should have no expectation of privacy while using Agency digital equipment or facilities for any purpose including the use of electronic communications. Regardless of password use and privacy settings, the Agency may

retrieve, review and/or monitor or log internet usage and content found on Agency systems and digital equipment, including deleted messages, posts, or comments without notice to the employee. Therefore, users have no expectation of privacy in the use of the Agency's systems or equipment to download, transmit, post, comment, or store information. Nothing in this regulation bestows an individual right nor may it be construed to provide an expectation of privacy.

12.5.3 Employee Personal Use of Social Media

An employee may access social media while at work within the parameters of the Agency's policies. Users are expected to limit use to personal time, such as breaks, lunch periods and off-duty time. If an employee's use of social media becomes excessive, interferes with or is disruptive to Agency business or productivity, or negatively affects the employee's job duties, the employee may be subject to discipline, up to and including termination.

When posting to personal social media, if an employee speaks about job-related content or makes reference to the Agency, people may perceive the individual to be talking on behalf of the Agency. If the employee is not acting in an official and/or authorized Agency capacity, the employee shall use a disclaimer and make it clear that the views are not necessarily reflective of the views of the Agency. An example of such disclaimer is "The views, opinions, ideas, and information expressed on this site are my own and neither reflects the views of my employer nor is in any way attributable to the Agency."

Participation in social media, whether by Agency or non-Agency internet resources and whether made while on or off duty must not violate the privacy rights of other Agency employees, customers, or business partners, or any Agency policy. When participating in social media employees are expected to know and follow all Agency's policies. They are also expected to be respectful, truthful, accurate, and not engage in retaliatory behavior.

12.5.4 Prohibited Conduct in Personal Social Media

Employees may be disciplined up to and including termination for engaging in any of the following in their personal online social media activity:

- A. Promoting or taking part in activities which violate federal, state, or local law.
- B. Threatening harm, directly or indirectly, to any Agency employee or Agency customer, business partner, vendor, or supplier.
- C. Making false or misleading statements about Agency employees, the Agency, Agency customers, business partners, vendors, or suppliers.
- D. Making disparaging remarks toward or about any Agency employee, the Agency, Agency customers, business partners, vendors, and/or suppliers that are based on race, color, religion, sex, age, national origin, citizenship status, disability, genetic information, veteran status, sexual orientation, gender identity/expression or other characteristic protected by law.
- E. Using social media to bully, harass, or retaliate against Agency employees or Agency customers, business partners, vendors, or suppliers.
- F. Posting content or making comments that purport to express the opinions of the Agency. If a comment or post could reasonably be interpreted to express the opinions of the Agency, then the employee shall state that the comment/post is a personal opinion in the manner previously described in this regulation. Only an individual officially authorized by his/her supervisor may post or comment on behalf of the Agency. The fact that the subject of the social media content is

not specifically named does not constitute a defense or excuse for Agency employees to engage in behavior via their personal social media that violates Agency policies.

Employees are expected to report known violations of this policy to the Executive Director.

12.5.5 Employee Responsibility and Duty To Report

Employees are personally responsible for the content they publish via personal social media. Conduct that violates any aspect of this regulation is subject to investigation and discipline regardless of whether such conduct may have occurred away from work or on non-working time. Employees with questions regarding whether certain activities fall within the parameters of this regulation are encouraged to contact their supervisor.

12.6 MOBILE COMMUNICATIONS POLICY

CCDC will authorize certain employees, on a voluntary basis, to use their personal cellular devices for work purposes when required by their job duties, with payment of an allowance under the terms of this policy. The allowance is considered additional compensation and will be subject to all applicable taxes and withholdings. Allowances are not considered an entitlement and may be changed or withdrawn at any time. CCDC is not liable for purchase, maintenance, damage or loss of the mobile communication device.

Eligibility will be determined by the Executive Director and is based on; communication capability requirement of an employee's job, employee safety requirements, employee being a critical decision maker, employee monitoring mission critical information during non-business hours and other special circumstances as approved by the director.

Allowances will be approved annually by the Executive Director for a one year term and will be paid monthly. Employees are responsible for signing a Mobile Communication Agreement and for providing a copy of the pages from the monthly statement verifying the charge to the accounting department. Under no circumstance will the allowance be greater than cost of the mobile device service plan.

CCDC is not responsible for the administration and payment of all mobile communications costs, nor is it liable to any party for the contractual obligations of the plan. The employee is required to notify CCDC if the mobile communication device that they are receiving the allowance for is lost, stolen or no longer in operation. **WORK RELATED RECORDS AND COMMUNICATIONS ARE LIKELY SUBJECT TO IDAHO PUBLIC RECORDS REQUESTS. SUCH RECORDS AND COMMUNICATIONS MAY INCLUDE BUT ARE NOT LIMITED TO: CALL LOGS, TEXTS, EMAILS AND OTHER MESSAGES. SHOULD A PUBLIC RECORDS REQUEST BE FILED, YOU WILL BE ASKED TO GIVE YOUR DEVICE TO THE AGENCY, ITS ATTORNEYS OR TECHNOLOGY REPRESENTATIVES TO REVIEW THAT INFORMATION TO DETERMINE WHAT INFORMATION IS SUBJECT TO DISCLOSURE. EMPLOYEES ARE RESPONSIBLE TO ENSURE THAT CELLULAR DEVICES ARE PROPERLY SECURED VIA PASSWORD PROTECTION.**

APPROVED BY: _____

DATE:_____

12.7 RECORD RETENTION

Employees are required to comply with the Agency's records retention schedules. The records retention schedules are attached hereto as Appendix B.

Capital City Development Corporation

RECEIPT OF PERSONNEL POLICIES

All employees should read the following; then sign, date and return the form to the Agency Executive Director. The form will be placed in the employee's personnel file.

Enclosed are the Capital City Development Corporation Personnel Policies. It is your responsibility to read these policies, as they will acquaint you with some of your employee benefits, our personnel practices and rules, and some organizational philosophy. Employee specifically acknowledges receipt and review of the Agency's Sexual Harassment Policy, Section 2.5.

Employment with the Agency is at-will and it is important to understand that these policies do not create an employment contract or a guarantee of employment of any specific duration between the Agency and its employees. Although we hope that your employment relationship with us will be long term, we recognize that at times things do not always work out as hoped, and either of us may decide to terminate the employment relationship, at any time, with or without cause.

As the Agency grows and changes, personnel policies may change. The Agency, therefore, reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Executive Director. You will be notified of any such changes.

Please also understand that no supervisor, manager or representative of the Agency other than the Executive Director has the authority to make any written statements or representations which are inconsistent with these policies. Any changes by the Executive Director for particular employees must be in writing or they are ineffective.

If you have any questions about these policies or any other policies of the Agency, please feel free to ask the Executive Director.

I have read and understand the statement above.

Employee Signature

Date: _____

Employee Printed Name

APPENDIX A

Maximum Per Diem Allowance

Daily Per Diem Allowance

(a) In State: \$45.00 day

(b) Out-of-State Per Diem Allowance: \$51.00 per day

Partial Day Per Diem Allowance

Where employees are to be absent from their primary official station on official business for less than twenty four (24) hours, partial day per diem allowance is equal to a maximum of twenty-five percent (25%) of the total per diem allowance for breakfast, thirty-five percent (35%) for the total per diem allowance for lunch, and fifty-five percent (55%) of the total per diem allowance for dinner.

Partial Day Per Diem Allowance		
	In-State	Out-of-State
Breakfast – 25%	\$11.25	\$12.75
Lunch – 35%	\$15.75	\$17.85
Dinner – 55%	\$24.75	\$28.05

APPENDIX B

Records Retention Schedule

4813-2064-3367, v. 8-2064-3367, v. 5-2064-3367, v. 4-2064-3367, v. 3

ATTACHMENT 3
REDLINE VERSION



PERSONNEL MANUAL

Adopted by the CCDC Board of Commissioners

Effective Date

~~February 13, 2012~~

January 1, 2016

CAPITAL CITY DEVELOPMENT CORPORATION

PERSONNEL MANUAL

ADOPTED BY THE BOARD OF DIRECTORS

EFFECTIVE DATES

November 1999

February 2001

October 2001

October 1, 2003

January 14, 2008

May 27, 2008

February 13, 2012

January 1, 2016

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CAPITAL CITY DEVELOPMENT CORPORATION

Personnel Manual

CHAPTER 1 PURPOSE AND SCOPE

1.1 INTRODUCTION

These personnel policies serve as a general guide to the ~~Agency's~~Capital City Development Corporation's ("Agency") current employment practices and procedures. As such, we hope they will help you better understand how the Agency operates and what is expected of you as an employee. The Agency places the highest value on our employees and their well-being. We want to see that you are a satisfied and productive worker, with the support necessary to achieve the objectives of your position.

It is our belief that when consistent personnel policies are known and communicated to all, the chances for greater job satisfaction increase. These personnel policies serve as a general guide to the Agency's current employment practices and procedures. If you have any questions, please ask your supervisor. As you have ideas or suggestions for improvement, please do the same.

1.2 INTENT OF POLICIES—EMPLOYMENT AT WILL

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration. Your employment with us is **at will**, and either of us may decide to terminate the employment relationship at any time and for any reason.

Please understand that no supervisor, manager or representative of the Agency other than a written statement by the Executive Director has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to the foregoing.

1.3 SCOPE OF POLICIES

These personnel policies apply to all Agency employees and do not apply to the appointed Board of Commissioners. In cases where these policies conflict with any Agency ~~Resolution~~resolution, the provisions of a specific written employment agreement, state or federal law, the terms of that law, resolution or agreement prevail. In all other cases, these policies apply.

1.4 CHANGING THE POLICIES

The Capital City Development Corporation Personnel Manual, November 1999, was initially adopted by the Agency Board pursuant to Resolution No. 806, approved at the Board's special meeting of November 3, 1999. The provisions of Resolution No.806 vest certain authority in the Executive Director to make minor modifications of these policies, as the need arises. Any such modification shall be in writing and distributed to all employees. The Executive Director may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary purpose of serving the Agency's mission. Any substantive change to this Personnel Manual requires Board action, by approval of a resolution adopting any change or amendment to the Personnel Manual. Revisions to the Personnel Policy were approved in February 2001, October 2001, October 1, 2003, January 14, 2008, May 27, 2008~~and~~, February 13, 2012, and November 9, 2015.

This Personnel Manual dated ~~February 13, 2012~~January 1, 2016 supersedes any prior manuals used by the Agency.

1.5 DEFINITIONS

~~1.5.1~~ **Calendar Month of Service**

~~The minimum number of hours in a calendar month (e.g. January, February, etc.) for which a regular employee must receive compensation (time worked, compensated leave, sick leave) in order to earn and accrue sick leave and/or vacation credit for that month. A full time regular employee must have at least 90 hours compensated time in a calendar month to earn service credit; a part time regular employee must have compensated time equal to at least seventy five (75) percent of his/her regular work schedule in a calendar month to earn service credit.~~

~~1.5.2~~ **1.5.1 Immediate Family**

An employee's spouse, child (natural, adopted, step), parents (natural, step, adopted), brother or sister, mother/father-in-law, daughter/son-in-law, grandparents, grandchildren **or** other relative who lives in the employee's home.

1.5.32 Regular Full-Time Employee

~~An~~An exempt or non-exempt employee who has worked at least 30 days and who regularly works a minimum of forty (40) hours a week.

1.5.43 Regular Part-Time Employee

~~An~~An exempt or non-exempt employee who has worked at least 30 days and who regularly works less than forty (40) but at least twenty (20) hours a week.

1.5.54 Temporary Employee

~~Department directors may use temporary employees.~~ Temporary employees may be hired in an intern capacity, may be hired to replace temporarily regular employees who are on vacation or other leave, may be hired to meet peak workload or special needs, or may be hired to fill a vacancy temporarily until a regular employee is hired. A temporary employee is one hired for a specified purpose for a limited duration, generally not more than one year, as approved by the Executive Director. Like all employees, temporary employees' employment is **at will** and the temporary employee can be dismissed at any time and for any reason.

1.5.5 Exempt Employee

Exempt employees are not subject to overtime pay. An employee's classification as exempt or non-exempt is determined by the Executive Director or his/her designee.

1.5.6 Non-Exempt Employee

Non-exempt employees are entitled to overtime pay as provided for in sections 4.2 and 4.3. An employee's classification as exempt or non-exempt is determined by the Executive Director or his/her designee.

CHAPTER 2 GENERAL POLICIES AND PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The Agency is ~~an Equal Employment Opportunity Employer. The Agency employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job related qualifications and competence. These policies and all committed to providing equal employment practices shall be applied~~ opportunity for all persons without regard to ~~any individual's sex, race, color, religion, gender, national origin, age, sexual orientation, gender identity, disability, veteran, current, or future military status, or any other applicable legally protected status.~~

Equal opportunity extends to all aspects of the employment relationship, including hiring, promoting, retaining, training, disciplining, terminating, working conditions, compensation, benefits, and other terms and conditions of employment.

Additionally, the Agency is committed to providing an employment environment that is free from discrimination and harassment. All individuals employed by the Agency are expected to conduct themselves at all times so as to provide a working atmosphere free from discrimination and harassment.

Employees who believe they have been subjected to discrimination or harassment related to their race, color, religion, gender, national origin, age, sexual orientation, gender identity, disability, veteran status, or any other applicable legally protected status should report the behavior in accordance with the equal employment opportunity regulations.

The Agency will not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment based upon pregnancy, childbirth, or related medical conditions.

2.2 DISABILITY DISCRIMINATION

The Agency does not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment due to ~~a physical or mental impairment, disabilities.~~ When the Agency is made aware of any disability which prevents an otherwise qualified applicant or employee from performing a job, the Agency will work with the employee to determine if the employee is disabled and if so, will assess whether any reasonable accommodation would allow the person to perform the job before refusing employment or making a distinction in terms, conditions, or privileges of employment because of the disability. An accommodation which creates an undue hardship on the Agency or which endangers health or safety is not a reasonable accommodation. The Agency will make any reasonable accommodation necessary to allow an otherwise qualified applicant or employee to perform the job.

An otherwise qualified applicant for employment or an employee with a disability who requests reasonable accommodation must inform his or her immediate supervisor or management of the nature of the disability and the accommodation required. The Agency will then follow the procedures set forth ~~in~~ above. Employees with access to such information shall maintain the confidentiality of the information to the extent reasonably possible and shall not release the information to anyone who does not have the right or need to know.

~~2.3 LIFE THREATENING/COMMUNICABLE DISEASES~~

~~2.3~~

~~Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to perform the essential functions of their job and medical evidence shows they, like any other employee, are not a threat in the workplace. The Agency will work to~~

~~preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions, including discharge, when a substantial and unusual safety risk to fellow Agency employees or the public exists.~~

2.4 ANTI-HARASSMENT AND DISCRIMINATION POLICY

SEXUAL HARASSMENT AND DISCRIMINATION IS UNLAWFUL AND ABSOLUTELY FORBIDDEN BY THE AGENCY.

It is the Agency's policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the Agency will not tolerate discrimination or harassment of any kind, ~~including sexual harassment, that is~~ made by employees toward co-workers or members of the public. Employees are expected to show respect for each other and the public at all times, despite individual differences.

Sexual harassment is behavior of a sexual nature, which is unwelcome. Harassment may include verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public.

~~Each member of management is~~ The Executive Director and other employee supervisors are responsible for creating an atmosphere free of discrimination and harassment. Further, employees are responsible for respecting the rights of their co-workers and others, including the citizens they serve. The following procedure outlines the steps to follow if you believe you have experienced harassment or discrimination on the job.

If you are subject to a violation of this policy from anyone, including supervisors, fellow employees or managers, immediately bring the problem to the attention of a supervisor or the Executive Director in writing. If the complaint involves the Executive Director, you should report the violation to the Chair of the Board of Directors in writing. The complaint will be promptly investigated. To the extent possible, complaints will be handled confidentially. If an investigation shows the accused employee did engage in improper harassment or discrimination, appropriate corrective action will be taken, as in the case of any other serious employee misconduct, up to and including discharge. No employee shall be retaliated against or otherwise subject to adverse treatment for making a complaint of harassment in good faith.

~~Our~~ The Agency prohibits harassment. Harassment is defined as conduct that substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment. This would include, but not be limited to harassing, threatening or offensive conducted directed toward a person's ~~sex,~~ race, ~~age,~~ ~~disability~~ color, religion, gender, national origin, age, sexual orientation, gender identity, disability, veteran status, or ~~current or future military~~ any other applicable legally protected status.

The Agency will actively enforce ~~our policy~~ its policy against harassment. The policy applies to all conduct by any supervisor, manager, coworker, or subordinate, ~~vendor, client, or customer~~ that affects an employee's work environment. The Agency considers a violation of this policy a serious offense ~~that will require~~ requiring disciplinary action, up to and including discharge.

In the event a complaint of harassment is found to be totally and completely without basis, appropriate disciplinary measures may be taken against the employee who brought the complaint, up to and including discharge. While this is in no way intended to discourage any employee who believes he/she has been the victim of harassment from bringing a complaint, the Agency recognizes that a charge of harassment can cause serious damage to the reputation and personal character of the accused.

I have read and understand the Anti-Harassment and Discrimination Policy.

2.54 EMPLOYEE PERSONNEL RECORDS

A personnel file for each employee is kept ~~in~~by the ~~Agency's Administrative Office~~appropriate Agency staff member. An employee's personnel file may contain the employee's name, title and/or position held, job description, ~~department to which the employee is assigned,~~ salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information. Medical information about employees is contained in a separate confidential file.

Employees have the right to review their files during normal business hours, within three (3) business days after a request to do so is received by the Executive Director. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the Agency denies an employee's request to remove the information, the employee may file a written rebuttal statement to be placed in his/her file.

Personnel files are kept confidential to the maximum extent permitted by law.

2.65 EMPLOYMENT REFERENCES

~~Only the~~The Executive Director, his/her designee, or a supervisor will provide employment references on current or former Agency employees. All employees shall refer requests for references to the Executive Director, ~~or his/her supervisor~~. References ~~will~~may be limited to verification of dates of employment, positions held, and salary.

CHAPTER 3 RECRUITING AND HIRING

3.1 RECRUITING

Recruiting practices are based solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, gender, national origin, ~~sex, pregnancy, age, sexual orientation, gender identity,~~ disability, veteran status, or ~~any other applicable legally protected status~~.

Any applicant supplying false or misleading information may be subject to immediate termination, if hired.

3.2 HIRING

When a position becomes vacant and prior to any recruitment activity, the Executive Director shall review the position, its job description and the need for such a position. The recruitment and selection process shall be conducted under the direction of the Executive Director.

~~The Agency may administer pre-employment examinations to test the qualifications and ability of applicants, and may include testing for illegal drugs, where the responsibilities of a given position include duties of a significant safety sensitive nature, such as extensive driving or tasks performed at a construction site.~~ The Agency may also conduct certain background procedures as allowed or required by law. An example of such procedure is requiring applicants/employees to show proof they are authorized to work in the United States.

~~After an offer of employment has been made and prior to commencement of employment, the Agency may require persons selected for employment to successfully pass a medical examination, which may include testing for illegal drugs where the responsibilities of a given position include duties of a significant safety sensitive nature, such as extensive driving or tasks performed at a construction site. The offer of employment may be conditioned on the results of the examination.~~

~~A candidate may be disqualified from consideration if: (1) found unable to perform the duties of the position (and the individual's condition cannot reasonably be accommodated in the workplace without undue hardship); (2) the candidate refuses to submit to a drug test or the drug test is positive; (3) after an offer of employment has been made, the candidate refuses to submit to a medical examination or complete medical history forms; or (3) if any exam reveals use of illegal drugs.~~

3.3 TEMPORARY EMPLOYEES

3.3.1 Temporary, At Will Employees

Temporary employees are **at will** employees. The Executive Director may ~~use~~hire temporary employees to temporarily replace regular employees who are on vacation or other leave, to meet peak work load or special needs, or to temporarily fill a vacancy until a regular employee is hired.

3.3.2 Compensation/Benefits

Temporary ~~non-exempt~~ employees are eligible for overtime pay as required by law as provided for in sections 4.2 and 4.3. Temporary employees do not receive retirement, vacation, sick leave, health insurance, holidays or any other benefits during their employment unless required by law, or approved in writing by the Executive Director for persons whose employment is expected to exceed ~~30~~four (4) consecutive ~~days~~months.

Temporary employees pay contributions to the Social Security System.

3.4 EMPLOYMENT OF RELATIVES (NEPOTISM)

3.4.1 Family Relationship

The immediate family of current ~~CCDC~~Agency employees or persons sharing living quarters will not be employed by the Agency where:

- (1) One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
- (2) One party would handle confidential material that creates improper or inappropriate access to that material by the other;
- (3) One party would be responsible for auditing the work of the other; or
- (4) Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the Agency.

Members of the immediate family of ~~CCDC~~Agency Board members will not be eligible for Agency employment.

3.4.2 Change in Circumstances

If two employees marry, become related or begin sharing living quarters with one another, and in the Agency's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the Agency, unless accommodations, as determined in the discretion of the Executive Director, can be made to eliminate the potential problem. The decision as to which employee will remain with the Agency must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the Agency reserves the right to terminate either or both employees.

3.5 PROMOTIONS

The Agency encourages promotion from within the organization whenever possible, but reserves the right to seek qualified applicants outside of the organization at its discretion.

CHAPTER 4 HOURS AND ATTENDANCE

4.1 WORKING HOURS

The Agency's standard workweek is Monday through Friday from 8:00 a.m. to 5:00 p.m. with an unpaid lunch period. Due to the nature of the Agency's operations, longer hours may be necessary in some instances.

A normal working schedule for a regular, ~~non-exempt~~, full-time employee consists of forty (40) hours each workweek.

Part-time and temporary employees will work hours as specified by the Executive Director.

4.2 HOURS OF WORK AND OVERTIME

All Agency positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Idaho Minimum Wage Act regulations. You will be informed of your status by the Agency.

For ~~most regular full-time~~ Agency employees, the established work period is forty (40) hours within a seven (7) day workweek. All ~~personnel~~ employees are responsible for accurately reporting all hours worked on forms supplied by the Agency.

Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than ~~the maximum numbers of forty (40) hours during within a work period seven (7) day workweek~~. All overtime must be authorized in advance by the Executive Director ~~or his/her designee~~. Overtime pay is calculated at one and one-half (1.5) times the employee's regular rate of pay for all time worked beyond ~~the established work period forty (40) hours within a seven (7) day workweek~~. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time), is not counted as hours worked.

Exempt employees are exempt from the ~~Fair Labor Standards Act (FLSA) or~~ FLSA and Idaho Minimum Wage Act overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. An exempt employee is paid to perform a job, which may not necessarily be completed in a normal week. ~~In recognition of the extra time demands of certain exempt positions, informal paid leave may be taken, as mutually agreed upon between the employee and the Executive Director.~~

4.3 COMPENSATORY TIME

Non-exempt employees entitled to overtime pay may request compensatory time off instead of cash payment. ~~This~~ All compensatory time is approved on a case-by-case basis by the Executive Director ~~or his/her designee and must be pre-arranged~~. The Agency is not required to grant compensatory time instead of overtime pay. If the compensatory time option is exercised, the employee is credited with one and one-half (1.5) times the hours worked as overtime. Maximum accruals of compensatory time shall be limited to 16 hours for regular ~~non-exempt~~ employees. After maximum accrual, overtime compensation shall be paid.

Non-exempt employees will be allowed compensatory time off within a reasonable time period after making a request to ~~their department head~~ the Executive Director or his/her designee, unless doing so would unduly disrupt Agency operations. Compensatory time off should be used for short-term absences from work.

4.4 ATTENDANCE

Punctual and consistent attendance is a condition of employment. The Executive Director, his/her designee, or the immediate supervisor is responsible for the attendance record of the staff.

Non-exempt employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond three (3) days, the employee is responsible for reporting in each day. If the ~~Executive Director~~ supervisor is unavailable, the employee may leave a message with the designated representative, stating the reason for being late or unable to report for work.

An employee who is absent without authorization or notification is subject to disciplinary action, up to and including possible termination discharge.

This policy is not applicable to employees on designated state or federal military leave, family medical leave, or jury duty. Additionally, nothing in this policy should be construed to change the Agency's at-will relationship with all employees.

4.5 TELECOMMUTING POLICY

4.5.1 Purpose

This purpose of this telecommuting policy is to establish general guidelines for telecommuting. Some goals of the policy are:

1. Enhance performance and increase productivity.
2. Mitigate any potential or perceived safety issues if long hours must be worked.
3. Provide for flexibility:
 - a. Telecommute occasionally to complete a special project.
 - b. Telecommute only a portion of the day.
 - c. Telecommute on a scheduled, part-time basis.

4.5.2 Participation

Telecommuting is voluntary, but it is not a right. ~~The telecommuting program should apply to exempt employees and is subject to approval by the Executive Director.~~ Generally, non-exempt employees are providing support services for exempt staff and public contact services. Absence from the office would hinder productivity rather than enhance it. Most often non-exempt staff are not assigned special projects that can be completed outside work hours nor required to work long or late hours.

4.5.3 Equipment

Telecommuting equipment must be provided by the employee. The Agency will supply the support services and communication software necessary to access the work desktop. Any operating system or hardware upgrades or purchases or any modem or phone line installation and maintenance necessary to participate in the telecommuting program must be provided by the employee. Additionally, workspace needs are the responsibility of the employees. The Agency assumes no responsibility for personal equipment or associated costs.

Employee must provide for adequate protection to prevent unauthorized access to Agency desktop computers or other Agency equipment. This may include, but is not limited to a secure in-house location with no unauthorized access to the home computer and password authorization.

4.5.4 General Issues

Telecommuting is not a right. This program must be utilized to benefit the Agency. Budgetary demands are a factor and the Executive Director determines the benefit to the Agency. Exempt employees working additional hours through the telecommuting program need not secure Executive Director permission. Exempt employees utilizing the telecommuting program in lieu of working in the office during the ~~hours determined in the Personnel Policy Manual~~ standard working hours must establish a schedule through the Executive Director. The Executive Director may determine non-exempt staff need access to the telecommuting program.

Employees are covered by Workers Compensation during their telecommuting work hours.

4.6 BREAKS AND MEAL PERIODS

Non-exempt employees are provided one (1) fifteen-minute break for every four hours worked. All breaks shall be arranged so ~~that~~ they do not interfere with Agency business or service to the public. ~~RestBreak~~ periods will be scheduled as near as possible to the mid-point of each four-hour work period. ~~RestBreak~~ periods MAY NOT be accumulated or taken at the beginning or end of any work period (i.e., morning or afternoon shift).

Lunch periods are unpaid. Meal periods for non-exempt employees shall be scheduled by the ~~Executive Director~~ employee's supervisor. Meal periods must be taken not less than two (2) hours or more than five (5) hours from the beginning of the shift. Lunch break scheduling and duration will be established by the employee's supervisor provided that lunch breaks for ~~nonexempt~~ non-exempt employees shall be no less than 30 minutes. The scheduling of meal periods may vary depending on ~~department~~ workload. Unused lunch periods (e.g., only 30 of an allotted 60 minutes lunch period is used) may not be carried forward or accrued or used at other times of the day without the specific pre-approval of employee's supervisor.

4.7.7 BREAK TIME FOR NURSING MOTHERS

The Agency will provide reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. The frequency of breaks needed to express milk as well as the duration of each break will likely vary. The Agency shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. A bathroom, even if private, is not a permissible location under the Patient Protection and Affordable Care Act. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed in order to meet the statutory requirement. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view, and free from any intrusion from co-workers and the public. Breaks taken for the purpose of expressing milk are unpaid.

4.8 PAYROLL RECORDS

The official payroll records are kept by the Finance ~~Officer~~ Department. Each employee shall turn in a signed work record bi-weekly for ~~that workweek~~ each pay period, as specified by the Finance Officer.

CHAPTER 5

TRAVEL/MEETING EXPENSE POLICY

5.1 GENERAL POLICY

Any person authorized to perform official business on behalf of ~~Capital City Development Corporation~~the Agency may incur travel/meeting expenses. It is expected that good judgment, prudence and discretion will be exercised while conducting Agency business. The itinerary of an employee shall be planned to eliminate unnecessary travel in the performance of work assignments. Should travel companions accompany any person authorized to perform official business on behalf of the Agency, it is expected that they will pay for their costs without causing any charges to accrue to ~~Capital City Development Corporation~~the Agency. Transitioning between home and work is not considered travel for the purpose of this policy.

5.2 VEHICLE USE

The cost of transportation by private vehicles is reimbursed at the rate established by the State Board of Examiners, computed according to a commonly used online mapping utility which supports the distance as the most direct and/or efficient route.

If private conveyance is used, liability insurance in the amount required by Idaho Code § 49-117(16) shall be provided. Employees shall have current vehicle insurance and a valid driver's license when using a private vehicle for Agency business. The employee's insurance is considered by State statute to be primary before the Agency's insurance. If an employee is involved in an accident and does not have a valid driver's license and insurance the Agency will disclaim any liability and the employee will be personally liable.

5.3 AIRFARE

The If airfare is used that is not the lowest available including Saturday night stay over, then the cost of hotel, meals and all expenses for staying the additional days should be greater than or equal to the difference in cost as compared to Saturday night stay over rate, cost for commercial airfare shall be limited to the lowest available class of passage rate, such as "coach" or similar classification. Airfare at other classes and seat selection or other upgrade fees are not allowed unless properly documented that the seat selection, upgrade fees, or class of passage at a higher rate was necessary due to availability, physical limitations or other factors, and that the ticket was purchased at the earliest opportunity. Baggage fees charged by commercial airlines are allowable not to exceed one checked bag and one carry-on bag per departure unless additional baggage costs are necessary and approved in advance. Any additional costs, such as in-flight services, internet access or entertainment, are not allowable and are the responsibility of the traveler, unless a valid business purpose is identified and approved in advance by the designated authority. Costs incurred should always be the most economical under the circumstances. Whenever possible, courtesy services offered by hotels or hosting agencies should be used. Costs incurred before or after a scheduled meeting which are not necessary to perform official business are not expenses of the Agency.

5.4 REIMBURSEMENTS

A completed travel expense report shall be submitted to the Executive Director or the appropriate supervisor for actual costs signature within five (5) week days of return from the trip. This form is required for every trip even if the only Agency expense is the per diem meal allowance. Extra expense such as bridge tolls, garage and parking fees and like expenses shall be allowable in addition to the mileage reimbursement. The mode and route of travel shall be those allowable travel expenses actually incurred. Allowable costs shall be by the traveler by use of the most economical mode, from the standpoint of time, cost, and practicality. Cost should include overtime and compensatory time amounts that may accrue under the Fair Labor Standards Act for non-exempt employees. If public transportation, meals, is used, costs by common carrier including bus, train, rental car, and airlines are

allowable. Receipts for non per diem expenses shall be submitted upon return. Reimbursable airline travel shall be limited to coach or other normally lowest cost passage.

Traveling employees who rent automobiles for Agency business purposes shall purchase liability, comprehensive, and collision coverage through the rental agency, unless the automobile rental amount is paid by means of a personal credit card that provides such rental car insurance coverage. In the event that the employee fails to buy insurance through the rental car company, the employee shall be personally responsible for damages and other liability incurred through rental and use of the automobile. Subsistence allowance shall cover actual necessary expenditures for lodging and miscellaneous expenses, provided that receipts are presented. Food including tips and incidentals are paid on a per diem basis.

Lodging will be reimbursed at actual cost should not to exceed the single rate for one (1) person plus tax or the actual cost if the room is shared. An original receipt shall be submitted for settlement of the travel expense. A government room rate should be secured whenever possible. Meals shall be reimbursed on an actual basis and should be reasonable for the location and purpose of the trip. The tip should not exceed fifteen percent (15%). Duplicate allowance shall not be made for meal costs included in registration fees.

Payment shall not be made for any expenses incurred while staying with family or friends. However, a non-alcoholic thank you gift in lieu of lodging/travel expense not to exceed \$25.00 may be incurred.

~~Items~~ Meals and incidental expenses - The Agency uses a per diem method for meals of employees while on overnight out of town travel. The per diem amounts are consistent with those set forth in the State Travel Policy and Procedures (<https://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm>), set forth in Appendix A hereto which also require that if an employee receives a meal at nominal or no cost, the per diem shall be adjusted by deducting the appropriate amount. A continental breakfast such as muffins, bagels, fruit, and coffee that is provided free of charge will not reduce the employee's meal allowance.

For partial days away from home, the per diem amount should be adjusted using the meal breakdown chart and the employee's travel schedule. At no time may the adjusted amount be more than the per diem for the day. Please refer to the per diem rate and meal breakdown charts on the State Travel Policy and Procedures (<https://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm>).

Reimbursement will be made for miscellaneous expenses such as taxis, shuttles, etc. Reimbursement for telephone calls pertaining to official Agency business will be paid.. An item not specifically described or requests to exceed the above regulations as an allowable expense, but which are nevertheless necessary in the performance of official travel duties for the Agency, may be payable/reimbursable upon submission of a receipt and, a thorough explanation. The and approval by the Executive Director must approve all expenses.

5.5 ADDITIONAL ALLOWABLE INCIDENTAL EXPENSES

- ~~☒~~ Educational materials required for specific authorized schools. Conference material which may be useful to work. These supplies are and will remain the property of the Agency.
- ~~☒~~ Miscellaneous travel costs such as bus, taxi, bridge or other tolls, parking, ferry, and the like are authorized by a listing of same as provided by the reimbursement form.
- ~~☒~~ Registration fees required in connection with attendance at conventions, conferences, schools, and official meetings. All requests for registration at such functions must be accompanied by a complete published agenda of the event.

~~☞ Business telephone and postage expenses are an allowable expense. Phone calls to the employee's office are also an allowable expense. A brief personal telephone call, which is made to advise the employee's family of change in travel plans is also allowable.~~

5.36 EXPENDITURES NOT REIMBURSABLE

Certain travel/meeting expenses are considered personal and not essential to the transaction of official Agency business:

~~☞ Liquor.~~

~~• ☞ Alcoholic beverages.~~

- Personal entertainment and transportation.
- ~~☞ Theft, loss or damage to personal property.~~
- ~~☞ Expenses of spouse, family or other persons not authorized to receive reimbursement under this policy.~~

~~☞ Barber or beauty parlor.~~

- ~~☞ Airline and other trip insurance.~~
- ~~☞ Medical or hospital expenses.~~
- ~~☞ Personal toilet articles, postage, reading material, telephone calls.~~

5.47 DOCUMENTATION

An expense report shall be completed within one week of incurring expenses. No expense report for reimbursement shall be paid unless bona fide vendor receipts accompany it. Such receipts should show the date, a description of the purchase, vendor identification and amount paid. Receipts are required for all expenses over \$5.00. If it is necessary in the course of Agency business to pay for persons not considered Agency employees, the bona fide vendor receipt should include comments detailing the names of additional persons and the purpose for incurring the additional cost.

Should any person use a corporate credit card to charge travel/meeting expense and not provide proper documentation, that person shall pay the incurred expense.

5.58 CORPORATE CREDIT CARD

Corporate credit card use shall be limited to business purposes. Violations of this policy shall subject the individual to dismissal. Any unauthorized charge on the card shall be the responsibility of the individual.

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CHAPTER 6 PERFORMANCE EVALUATIONS, COMPENSATION PLAN AND TRAINING

6.1 PERFORMANCE EVALUATIONS AND COMPENSATION PLAN

To achieve the Agency's goal to train, promote and retain the best-qualified employee for every job, the Agency will conduct yearly performance evaluations for all positions. The Executive Director or designee is responsible for developing and maintaining the Agency's performance evaluation program and compensation plan. The Agency's compensation plan may include position descriptions, pay grades, salary ranges, reviews, reclassification or promotions, reporting relationships and bonuses. The compensation plan is intended to provide flexibility and is subject to changes based on direction from the Agency Board or by the Executive Director.

6.2 TRAINING POLICY

Employee training and professional development are core Agency values. The Agency seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to Agency employment, to obtain or maintain required licenses and certifications, to maintain professional designations and certifications related to position responsibilities, and to develop staff resources. Opportunities may include but are not limited to: on-the-job training, in-house workshops and seminars sponsored by other agencies or organizations, continuing education, and memberships with professional organizations as authorized by the Executive Director.

CHAPTER 7 BENEFITS

7.1 RETIREMENT BENEFITS

The Agency ~~makes contributions on behalf of all eligible employees~~ has elected to participate in the pension or Public Employee Retirement System of Idaho (PERSI). PERSI is a defined benefit retirement plan and is mandatory for eligible employees. Employees are eligible to participate in PERSI if they normally work twenty (20) hours or more per week and the term of employment is for five (5) consecutive months or longer.

As a PERSI member you have a percentage of your gross salary deducted, tax deferred, from your bi-weekly paycheck as contribution plans currently approved by the CCDC Board of Directors for toward your retirement. Additionally, the Agency contributes a percentage toward retirement

Active members of PERSI earn service credit toward a PERSI retirement. Most members are vested when they acquire 60 months of service. Once vested an employee may be eligible to claim a monthly lifetime retirement benefit.

PERSI also offers a supplemental retirement savings plan called the Choice 401(k) Plan, which allows PERSI eligible employees and as otherwise required by law to make voluntary contributions.

For more information, please contact human resources and/or visit PERSI at www.persi.state.id.us/.

7.2 DISABILITY BENEFITS (WORKERS' COMPENSATION)

7.2.1 Coverage and Claims

All employees are covered by worker's compensation insurance. This insurance covers employees in case of on-the-job injury or job-related occupational disease. The Agency's workers' compensation insurance carrier will pay the employee for workdays lost and medical costs attributable to job-related injuries or occupational diseases. **All job-related accidents must be reported immediately to the supervisor.**

When an employee is absent for one or more days due to an on-the-job accident or occupational disease, he/she is required to file a claim for Workers' Compensation. If the employee files a claim, the Agency will pay the employee's regular salary from the employee's sick leave pending determination of eligibility for Workers' Compensation benefits.

7.2.2 Coordination of Benefits

If the employee is determined to be eligible for Workers' Compensation benefits the Agency will credit the amount of personal sick leave used until payment of workers' compensation benefits commences. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability, so long as accrued sick leave is available pending determination of entitlement to workers' compensation benefits. Upon determination of entitlement to workers' compensation benefits, the appropriate amount of sick leave shall be restored to the employee's account. (Please also see Section 8.11 of this Policy manual.)

Subject to the Idaho Workers' Compensation laws and in coordination with the Agency's workers' compensation insurance carrier, the Agency may require an examination at its expense, performed by a physician of its choice.

7.3 HEALTH INSURANCE BENEFITS

Regular full-time and part-time employees and their dependents are eligible to participate in the Agency's various insurance programs ~~after 30 days~~ of the initial 1st of the month following the date of employment. The programs and criteria for eligibility will be explained upon hire. The Agency pays the cost of premiums in the amounts authorized by the Agency Board. The Agency reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable. ~~The program may include a self-insurance component and a procedure written for implementation.~~

Temporary employees will normally not be eligible for group health insurance coverage.

7.3.1 Employee Assistance Program

As part of the Agency's insurance programs, the Agency has provided for an Employee Assistance Program (EAP) for its employees through which employees and their dependents are able to obtain appropriate and necessary care for problems they may suffer and for such other personal problems as may interfere with their productivity and general welfare. The program and criteria for eligibility will be explained upon hire. The Agency pays the costs imposed by the provider of the program in the amounts authorized by the Agency Board. The Agency reserves the right to make changes to this program when deemed necessary or advisable, with prior notice to affected employees.

~~7.3.2.1 Self Insurance Medical Reimbursement Plan~~

~~As part of the Agency's Health Insurance program, the Agency Board, pursuant to Resolution No. 918 approved on January 13, 2003, adopted a Medical Reimbursement Plan. A copy of the current Medical Reimbursement Plan is attached hereto as Attachment I and is incorporated herein by reference. As with the Agency's health benefit program, the Agency reserves the right to make changes to the Medical Reimbursement Plan when deemed necessary or advisable, with prior notice to affected employees.~~

7.4 CONTINUATION OF INSURANCE COVERAGE

7.4.1 Workers' Compensation Benefits

An employee receiving Workers' Compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The Agency also continues to pay for the employer's portion of health insurance premiums. After six (6) months, the employee's healthcare benefits shall cease. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time he/she receives Workers' Compensation benefits.

~~7.4.2 COBRA Rights~~

~~Upon an employee's termination from Agency employment or upon an unpaid leave of absence, at the employer's option and expense, the employee may be eligible to continue Agency health insurance benefits to the extent provided under the federal COBRA regulations. An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents that elect to exercise their COBRA continuation rights.~~

~~7.4.3~~ 7.4.2 **Termination, Retirement, Leave of Absence**

For eligible employees who terminate, retire or are on an approved leave of absence, the Agency will pay the Agency's share of the premium for the month the employee is leaving.

~~7.5~~ **UNEMPLOYMENT COMPENSATION**

~~Agency employees may qualify for Idaho State Unemployment Compensation after termination from Agency employment depending on the reason for termination and if certain qualifications are met.~~

7.67.5 TUITION REIMBURSEMENT POLICY

~~Capital City Development Corporation~~The Agency is committed to ~~excellence~~continuous learning. As a means to pursue ~~excellence~~this goal and to encourage professional growth and increase effectiveness in its employees, the Agency will provide tuition reimbursement for all regular full-time employees ~~that who~~ have ~~met the probationary requirements of the been employed by the Agency— for at least one year~~. In addition ~~to the probationary requirement~~, the employee must be ~~classified~~continuously employed as a ~~permanent~~regular full-time employee at the time the class is completed and at the time request for reimbursement is submitted. The employee must maintain regular full-time employment with the Agency for one year after receiving reimbursement to avoid re-payment of the benefit.

Participation is subject to the availability of funds.

An employee's participation in the program will not adversely affect departmental operations or services.

The time scheduled by an employee to attend classes during working hours must be made up during the employee's pay cycle.

The employee's supervisor must verify that course is job-related. Job related courses are:

Credit course(s) whose content is of direct and significant assistance to the employee in fulfilling present duties and responsibilities or advancing professional development. Courses that are not directly related to a specific job, but form part of a job-related degree program, may also qualify for this benefit. Continuing education and audited courses do not qualify nor does course work undertaken solely for self-enrichment.

Under this policy employees may be reimbursed for up to two job-related courses per fiscal year ~~in an amount not to exceed \$1,000~~. Courses must be taken from an accredited, degree-granting college or university.

The employee must complete the course(s) with a grade of "C" or better. In the case of pass/fail classes, the employee must pass the class.

Employees must pay tuition and required fees when registering for courses at eligible institutions. Tuition and fees excluding application fees will be reimbursed only after proof of successful completion of the course(s) and proof of payment is provide. Fees include books and supplies.

If reimbursement is available through other sources such as grants or scholarship, those avenues of reimbursement must be pursued before reimbursement from the Agency is sought.

It is the employee's responsibility as a taxpayer to assess the tax consequences of reimbursement for educational expenses and comply with existing provisions of the Internal Revenue Code.

Application for reimbursement must be made in writing with attached documentation of course payment and completion.

7.7 — HIPAA COMPLIANCE

~~The Agency has adopted certain policies and procedures in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a copy of which is attached hereto as Attachment 2 and incorporated herein by reference.~~

CHAPTER 8 LEAVES

8.1 DEFINITIONS

For purposes of this Chapter, the following definitions shall apply:

8.1.1 Dependent Children

Dependent children are children of an employee through age ~~18~~²⁶ (including stepchildren, foster children, legally adopted children, legal wards or a child of a person standing in loco parentis) ~~who are unmarried and claimed as an exemption on the employee's federal income tax return; adult dependent children age 19 through age 22 who are unmarried, attending full time an educational institution of higher learning, and claimed as an exemption on the employee's federal income tax return; and/or incapacitated children who have a developmental or physical disability which existed before the child reached age 23, which is continuing, and which prevents the child from providing for his or her own support-).~~ [Drafting note – confirm definition/requirements with current healthcare plan.]

8.1.2 Immediate Family

Immediate family is an employee's spouse, child (natural, adopted, step), parents (natural, step, adopted), brother or sister, mother/father-in-law, daughter/son-in-law, grandparents, grandchildren, **or** other relative who lives in the employee's home.

8.1.3 Serious Health Condition

Serious health condition is an illness, injury, impairment, or physical or mental condition that involves: (a) in-patient care in a hospital, hospice or residential medical care facility; or (b) continuing treatment by a health care provider.

8.2 VACATION LEAVE

8.2.1 Accruals

Vacation hours are accrued at the end of each pay period. Each regular full-time employee is entitled to vacation leave as follows:

Years of Employment	Vacation Hours Earned
0-4 years <u>Beginning of eligibility through the completion of the first</u>	10 hrs/month
4-5 years <u>Beginning of year 2 through the completion of the fourth year</u>	12 hrs/month
6 years <u>Beginning of year 5 & over</u>	14 hrs/month

Regular part-time employees will receive vacation on a pro-rata basis.

Temporary employees are not eligible except as provided by Section 3.3 for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay in any month in which compensation is not paid.

8.2.2 Accelerated Vacation Accruals for Exempt Level Employees

In order to ensure the Agency is competitive in hiring and retaining the most qualified employees in exempt level positions, the Executive Director is authorized to agree to initial lump sum and specific monthly accruals of time which exceed the schedules of earning contained in *Section 8.2.1*. Such agreements must be in writing and be retained in both the personnel and payroll file of that employee.

8.2.3 Limits on Accruals

The maximum number of vacation hours which may be carried over from one calendar year to the next is one year's accrual at the current earning rate for that employee, provided however, that the total accrual of unused vacation leave shall not exceed 1.5 times the current annual rate. (Please note: the maximum number of unused vacation hours is pro-rated for a part-time regular employee to reflect his/her normally scheduled workweek.)

Any leave accruals exceeding the maximum carryover on December 31 of each year will automatically be forfeited unless otherwise specifically authorized in writing by the Executive Director or designee.

In cases where Agency operations have made it impractical for an employee to use vacation time, the Executive Director may in his or her sole discretion authorize additional carryover or temporarily increase the total accrual limit for unused leave.

In recognition that the demands of work schedules may prevent the appropriate use of accumulated vacation leave, at the sole discretion of the Executive Director, exempt employees may be paid for up to one-half of current accrual balance of vacation time per year.

8.2.4 Using Vacation Leave

An employee may take vacation leave only after obtaining permission from the appropriate supervisor or Executive Director, as the case may be. Vacations must be scheduled to meet the operating requirements of the Agency, and, as far as practicable, the preferences of the employee. The maximum number of hours an employee may take is the number of hours posted to his/her account at the time the vacation leave is taken; an employee may not "borrow" from vacation accruals not yet earned.

If due to Agency convenience, a pre-approved vacation must be cancelled or changed causing out-of-pocket expense to the employee, then the Agency ~~will~~may reimburse the employee for the unrecoverable portion of the out-of-pocket expense.

8.2.5 Payment for Vacation Accruals at Termination

When leaving Agency service, an employee will be paid, at the base hourly rate as of the date of departure, a lump sum for all accrued unused vacation which has not been forfeited, but only up to the maximum accrued amount.

8.3 SICK LEAVE

8.3.1 Accruals

All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. ~~Sick~~Four (4) hours of sick leave is accrued as of ~~the first of each month~~pay period. Regular part-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked. The hours accrued for a particular pay period cannot be used by an employee in advance of or during the pay period they are accrued.

Temporary employees do not earn sick leave benefits except as provided in Section 3.3. Employees do not accrue sick leave benefits during a leave without pay in any month in which compensation is not paid.

8.3.2 Limits on Sick Leave Accruals

The maximum number of hours an employee may carry in his/her sick leave balance is 720 hours.

8.3.3 Using Paid Sick Leave

Acceptable use of sick leave covers those situations in which an employee is absent from work due to:

- (1) Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
- (2) The need to care for an immediate family member who is ill;
- (3) Medical or dental appointments for the employee or employee's immediate family, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
- (4) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
- (5) Use of a prescription drug that impairs job performance or safety;
- (6) Additional leave beyond bereavement leaves for a death in the immediate family, to be authorized by the Executive Director.

A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. Abuse of such leave may subject the employee to discipline or termination.

Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their department head's prior approval, request a leave without pay or use accumulated compensatory time, if any.

Employees will not be paid for any unused sick leave upon leaving Agency service for any reason. Sick leave is a benefit solely for use by an employee to receive pay for absences while employed, and is not an entitlement.

~~If an employee uses less than three sick leave days in a calendar year, that employee will be granted one additional floating holiday to be taken as provided in Section 8.9.~~

8.4 LEAVE WITHOUT PAY

The Executive Director may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons such as prolonged illness, or parenting.

8.5 JURY AND WITNESS LEAVE

8.5.1 Jury Duty

The Agency provides all employees leave for the full period of jury duty service. Regular full-time and part-time employees who have worked for the Agency for at least 30 days receive paid jury duty leave of up to two weeks each time they are called for jury service. In general, if jury duty extends beyond two weeks in any one instance, the additional leave will be unpaid or vacation time or a floating holiday may be used at the discretion of the employee's supervisor. Exempt salaried employees who are asked to serve longer than two weeks should contact the Executive Director to discuss whether further paid leave will be provided. Payment provided by the courts during periods of paid jury duty leave must be turned over to the Agency, excluding expense reimbursements, such as mileage. You must provide your supervisor with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, you are required to provide your supervisor with proof of jury service.

8.5.2 Witness Duty

All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless you are a witness in a case involving the Agency. For exempt employees, however, salary payment will continue except for full-day absences caused because the employee is a party in a lawsuit.

8.6 ADMINISTRATIVE LEAVE

On a case-by-case basis, the Agency may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the Agency as determined by the Executive Director during the pendency of an investigation or other administrative proceeding.

8.7 MILITARY LEAVE

The Agency provides all employees with leave while performing military service in accordance with federal and state law.

If you require time off from work to fulfill military duties, you will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify your supervisor and provide a copy of your orders as soon as possible.

8.8 BEREAVEMENT LEAVE

The Agency provides regular, full-time and part-time employees with paid leave for up to ~~three (3)~~ five (5) days in the event of the death of an immediate family member. ~~These family members include spouse, children, parents, brother, sister, grandparent or grandchild of the employee and that of his/her spouse's family.~~

8.9 HOLIDAYS

The following are recognized as paid holidays for all regular full-time and part-time employees:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Floating Holiday (4)	One day ² Two days selected independently by each employee with supervisor's advance approval.

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

Non-exempt regular full-time or part-time employees will be paid for the holiday ~~plus~~^{at} one and one-half times their regular rate of pay for any time worked on the observed holiday. Such time must be pre-authorized by the Executive Director.

Temporary employees will be paid at their regular straight-time rate for hours worked on an observed holiday.

8.10 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the Executive Director's approval, take the day off using vacation, compensatory time, a floating holiday day or leave without pay.

8.11 ON-THE-JOB INJURIES AND TIME LOSS CLAIMS

Any employee involved in any accident or suffering a job-related injury or occupational disease is required to report the accident and/or injury/illness to his/her supervisor immediately. **Failure to report may be grounds for denying workers' compensation, and/or cause for discipline up to and including dismissal.**

Whenever an on-the-job injury causes a regular employee to take time off work for treatment and/or recuperation ("time loss"), that time is charged to the employee's sick leave balance, if any, until the State of Idaho Industrial Commission, or the Agency's workers' compensation insurance carrier, has determined whether the claim is covered under the Workers' Compensation program. If the injury is covered by the Workers' Compensation program any sick leave which has been used will be restored to the employee's sick leave balance.

If the ruling is that the time loss is not covered by the Workers' Compensation program, then the employee will continue to be charged sick leave for the time loss. If the employee exhausts all his/her sick leave, then the employee will be charged his/her vacation, and finally may be placed on leave without pay.

8.12 FAMILY AND MEDICAL LEAVE-~~COMPLETELY REVIEW AND REVISE THIS POLICY~~

8.12.1 Reasons for Family or Medical Leave

Federal Law provides that certain public agencies must provide family and medical leave benefits. ~~CCDC~~The Agency will comply with this law when required. Employees will be eligible for this leave when they have been employed by the Agency for at least 12 months, and have worked at least 1250 hours in the 12 months before the leave. Essentially this means that new employees, and part time employees, may not be eligible for such leave. Eligible employees are entitled to Family or Medical Leave for the following reasons:

a. Employee's Serious Health Condition

An employee may take Family or Medical Leave for the employee's serious health condition, when that condition prevents the employee from performing the essential functions of his or her job. This could include leave taken by a mother for a serious health condition related to pregnancy. An employee who needs this type of leave must give thirty (30) ~~days~~days' notice to the Executive Director, if the need for leave is foreseeable, or as much notice as is practicable if the need for leave could not be foreseen.

b. To Care for a New Child

An employee may take Family or Medical Leave to care for a newborn child, a newly adopted child, or a child placed for foster care in the home of the employee. Leave for this purpose must be taken within one year of the birth or placement of the child. An employee who anticipates the need for such leave must provide notice to the Executive Director at least thirty (30) days in advance, unless the need for such leave was not foreseeable, in which case the employee must give as much notice as is practicable under the circumstances.

c. To Care for a Spouse, Parent or Child With a Serious Health Condition

An employee may take leave when the employee is needed to care for the employee's spouse, parent or child who has a serious health condition as described above. The same type of notice as that required for leave for the employee's own serious health condition is required.

8.12.2 Requests for Family or Medical Leave

All requests for family leaves, paid or unpaid, must be comply with work rules, including work rules regarding notification of illness. In addition, at the time leave is requested, the Agency reserves the right to require the employee to obtain a medical certification from a physician, on a form provided by the Agency. This medical certification will allow the Agency to verify that the leave qualifies for Family or Medical Leave. Anytime the Agency requests such a certification, the certification must be returned within 15 days. If not returned, the leave may be delayed until the certification is completed. The burden is thus on the employee to return the medical certification as soon as possible so that leave will not be delayed.

8.12.3 Use of Paid Leave for Family or Medical Leave

An employee may choose, or the Agency may require, use of paid sick leave accruals when the leave is taken for a serious health condition of the employee, parent, child or spouse, or when leave is taken to care for a new child, by birth, adoption or foster care placement. In addition, vacation leave, a floating holiday, or comp time accrued may be used by the employee, at the option of the employee, if the employee requests time off according to his/her department's work rules. Any leave taken beyond such accrued leave is unpaid leave.

8.12.4 Length of Leave

The employee is entitled to up to 12 weeks of unpaid leave in any 12-month period for family or medical leave. A 12-month period shall be measured forward from the first date of an employee's family or medical leave (i.e., if the first day of family or medical leave is March 15, the 12-month period will run through the following March 14).

8.12.5 Benefits

Regular employees taking leave without pay must first exhaust all posted vacation before moving to unpaid status. An employee on leave of absence without pay does not accrue vacation and sick leave during the period of leave.

An employee on leave of absence for family or medical leave will continue to receive group health and life insurance benefits during the leave to the same extent as if the employee had been continuously employed during such leave. The Agency will pay the employee's proportionate share of insurance to the same extent as it pays for other employees.

Employees should contact the Financial Officer prior to going on leave, or as soon as possible if the need for leave was not foreseeable, to make arrangements for the continuation of health benefits during the leave, and to ensure that new children are added to the appropriate insurance coverage. Where an employee has been responsible for premiums for family or other coverage, arrangements must be made to assure payment of such premiums during the course of the leave.

Employees may be required to provide periodic medical certifications to substantiate the continuing need for family or medical leave. In addition, employees are required to update the agency at least weekly on the status of their return to work.

8.12.6 Return to Work

Upon returning from qualifying medical or family leave, the employee is entitled to be reinstated to the same position held before the leave, or to a position with equivalent pay, benefits and conditions. Employees who have exhausted their 12 week entitlement but do not return from their leave will be terminated to the extent permissible by law.

~~8.13 — ADDITIONAL LEAVES~~

~~8.13.1 Bereavement Leave~~

~~A full time regular employee may use up to a total of forty (40) hours of accrued sick leave per occurrence in the event of a death in the employee's immediate family. It is expected that such leave will be taken immediately following the death.~~

~~8.13.2 Other Leaves~~

~~The Agency will provide any other leaves that are legally required or deemed to be in the best interests of the Agency.~~

8.13 PAID PARENTAL LEAVE POLICY

Maternity/paternity/adoption leave under this policy is paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. Maternity/paternity/adoption leave is not charged against the employee's other paid leave credits, and the maximum amount of paid days received is six (6) weeks. Employees will be eligible for this leave when they have been

employed by the Agency for at least 12 months, and have worked at least 1250 hours in the 12 months before the leave. Essentially this means that new employees, and part time employees, may not be eligible for such leave. Temporary employees are not eligible for paid maternity/paternity/adoption leave under this policy. The paid leave is compensated at the following levels:

-After one full year of service – 60 percent of salary

-After five full years of service – 100 percent of salary.

After the six (6) weeks of maternity/paternity/adoption leave have been exhausted, subsequent leave will be covered under appropriate policies. The FMLA allows employees up to 12 workweeks of unpaid leave annually. Paid leave under this policy will run concurrently with FMLA leave. After paid maternity/paternity/adoption leave is exhausted, the employee is required to apply any other available paid leave, which will also run concurrently with FMLA leave.

8.14 LEAVE AND BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

8.14.1 Regular Part-Time Employees

All leaves, including holidays, are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and (40) hours per week.

8.14.2 Temporary Employees

Temporary employees normally are not eligible to receive benefits, including leaves, holidays and insurance, except as provided in Section 3.3.

CHAPTER 9 EMPLOYEE RESPONSIBILITIES AND CONDUCT

9.1 GENERAL CODE OF CONDUCT

~~All CCDC is a public agency and a vital part of the city's local government. Its work requires daily interaction with public officials, business leaders, the media, and the general public. Employees are public servants working in the public eye and stewards of public funds. Employees must respect and act on the direction provided by the governing board, the Executive Director and supervisor. Employees should use discretion and appropriate deference when expressing opinions on Agency-related matters.~~

~~For the Agency to be successful, anll employees are expected to must represent the Agency to the public in a professional manner that is, pleasant, courteous, tactful, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and the Executive Director.~~

~~Since the proper working relationship between employees and the Agency manner. Agency success also depends on each employee's on going job performance, professional conduct and behavior, the Agency has established certain minimum standards of personal conduct. Among the Agency's expectations are: basic. The Agency expects tact and courtesy towards the public and fellow employees, respectful communications; adherence to Agency policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the Agency's equipment, grounds, facilities and resources; and providing orderly and cost efficient services to its citizens.~~

Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and the Executive Director.

Nothing in this section alters the at-will status of employment at the Agency or the ability of the Agency, or any employee, to terminate the employment relationship at any time.

The Agency is a relatively small organization. To function as efficiently as possible, the Executive Director may ask employees to perform ~~seemingly "menial"~~ duties outside regular assignments. It is no reflection on the employee's worth to the Agency, but a necessary arrangement for most small organizations.

To make the most efficient use of personnel, the Agency also reserves the right to change an employee's work conditions and the duties originally assigned. All positions may include other duties as assigned. Employee responses such as "that is not my job" may be considered a performance issue.

9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not, directly or indirectly, engage in any outside employment or financial interest which presents a ~~Conflict~~conflict of ~~Interest~~interest as defined in the ~~Agency's adopted Ethics Policy or State Statute~~Idaho Code, or interferes with the employee's ability to perform his/her assigned Agency job. Examples include, but are not limited to, outside employment that:

- (1) Prevents the employee from being available for work as required to meet the obligations of their employment;
- (2) Is conducted by non-exempt employees during the employee's work hours;
- (3) Incurs costs to the Agency, such as unreimbursed long distance charges;
- (4) Is with a firm that has contracts with or does business with the Agency;

- (5) May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service;

An employee who chooses to have an additional job, contractual commitment or self-employment should consult the Agency's Code of Ethics to determine whether a conflict with Agency employment might exist and take prescribed action if warranted.

9.3 REPORTING IMPROPER GOVERNMENTAL ACTION

State law provides protection to employees who, in good faith, report instances of government waste or abuse. If you report such misconduct and your reporting is within the protection of this law, you cannot be terminated in retaliation for such reporting.

9.4 POLITICAL ACTIVITIES

Agency employees may participate in political or partisan activities of their choosing provided that Agency resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on Agency time or while representing the Agency in any way. Employees may not allow others to use Agency facilities or funds for political activities.

Any Agency employee who meets with or may be observed by the public or otherwise represents the Agency to the public, while performing his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Agency property or Agency time, for a contribution for a partisan political cause.

Except as noted in this policy, Agency employees are otherwise free to fully exercise their constitutional First Amendment rights (political activity and free speech), unless the Agency's right to govern effectively outweighs the employee's rights.

9.5 NO SMOKING POLICY

For health and safety considerations, the Agency prohibits smoking by employees in all Agency facilities, including Agency-owned buildings, vehicles, and offices or other facilities rented or leased by the Agency, including individual employee offices.

9.6 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS

The Agency furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. We do not, however, assume responsibility for any theft or damage to the personal belongings of employees, and we reserve the right to search employee desks, lockers, and personal belongings brought onto Agency premises, if necessary.

The Agency also furnishes computers for use in conducting Agency business. The computers are the Agency's property. Because the computers are for Agency business, the Agency reserves the right to review the contents of any files or documents on the computer, including contents of any electronic mail. By using Agency equipment, you consent to such access by the Agency. Agency computers may not be used for personal business other than incidental communication resulting in no additional cost to the Agency.

9.7 USE OF AGENCY VEHICLES AND EQUIPMENT

Use of Agency phones for local personal phone calls should be kept to a minimum; unreimbursed long distance personal use is prohibited. The personal use of wireless phone/messaging service which results in increased cost to the Agency must be reimbursed by the Employee. Other Agency equipment, including vehicles, should be used by employees for Agency business only. An employee's misuse of Agency services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

9.8 BULLETIN BOARDS

Information of special interest to all employees is posted regularly on the Agency bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the Executive Director or designee.

9.9 CONTACT WITH THE NEWS MEDIA

The Executive Director or designee shall be responsible for all official contacts with the news media ~~during working hours~~, including answering of questions from the media. The Executive Director may designate specific employees to give out procedural, factual or historical information on particular subjects.

9.10 SEAT BELT, CELLULAR PHONE AND TEXTING POLICY

Per Idaho law, anyone operating or riding in Agency vehicles must wear seat belts at all times. Additionally, the Agency expects its employees to refrain from using their phone or media device while driving in the course and scope of their employment. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short and use hands-free options. Texting while driving is strictly prohibited. Violation of this policy may lead to disciplinary action, up to and including termination.

9.11 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific Agency positions, an employee may be required to hold a valid Idaho State Driver's license. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify the Executive Director and will be immediately suspended from driving duties. The employee may not resume driving for Agency business until proof of a valid, current license is provided to the Executive Director. Depending on the duration of license suspension or revocation, an employee may be subject to disciplinary action, including termination.

9.12 SOLICITATIONS

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of Agency or employee property. Other than for authorized community based fund raising campaigns, employees may not solicit for any purpose during work time or in work areas.

9.13 SAFETY

Every employee is responsible for maintaining a safe work environment and following the Agency's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her department head. The Agency will make every effort to remedy problems as quickly as possible. No retaliation will occur for reporting an unsafe condition.

In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their department head or the Executive Director.

9.14 SUBSTANCE ABUSE

The Agency's philosophy on substance abuse has two focuses: (1) a concern for the well being of the employee and (2) a concern for the safety of other employees and members of the public.

The Agency reserves the right to conduct random and baseline drug testing should the need arise in the future.

9.14.1 Availability of Rehabilitation or Treatment

As part of our employee assistance program, we encourage employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation. Although the decision to seek diagnosis and accept treatment is completely voluntary, the Agency is fully committed to helping employees who voluntarily come forward overcome substance abuse problems. ~~In some cases, the expense of treatment may be fully or partially covered by the Agency's benefit program.~~ In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination.

9.14.2 When Job Performance Is Affected

Although the Agency is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job. The Agency may discipline or terminate an employee possessing, consuming, selling or using alcohol, or controlled substances (other than legally prescribed) during work hours. The Agency may also discipline or terminate an employee who reports for duty or works under the influence of alcohol or illegal substances. "Under the influence" means that the employee is impaired to any degree in the performance of his/her work. To the extent allowed by law, an employee may be required to submit to alcohol or illegal substance testing when the Agency has reasonable suspicion that the employee is under the influence of illegal substances or alcohol. Refusal to submit to testing under these circumstances shall be grounds for termination. The confidentiality of test results will be protected.

9.14.3 Drug-Free Workplace

~~Based on the federal Drug Free Workplace Act, the~~The manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on Agency premises or during work hours by Agency employees is strictly prohibited. Employees also must notify the Agency within five (5) days of any conviction for a drug violation.

9.15 GIFTS & GRATUITIES

Employees may not accept gifts of more than a nominal value (\$50.00) from any vendor, supplier, or other person doing business with the Agency. Receiving such a gift may give the appearance of influence regarding the employee's business decisions, transaction, or service. Advertising and promotional items are not considered gifts.

CHAPTER 10

DISCIPLINE AND TERMINATION

10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION

Our success in providing excellent service to our citizens and maintaining good relationships with the community depends on our employees. We have therefore outlined for your guidance certain conduct which, if engaged in, would be detrimental to our objective and could lead to disciplinary action including discharge. The Executive Director, or his or her designee, is responsible for evaluating, managing, disciplining, and, if necessary, discharging or terminating all employees. The Executive Director may directly communicate with any Agency employee concerning employment related issues, or coordinate such communication through respective department heads or other supervisors.

The following specified conduct is illustrative and not comprehensive. Nothing in the section alters the at-will status of employment at the Agency or the ability of the Agency, or any employee, to terminate the employment relationship at any time.

- (1) Misrepresentation or withholding of pertinent facts in securing employment.
- (2) Unauthorized use or possession of the Agency facilities/property, unauthorized use of position with the Agency for personal gain or advantage, accepting unlawful gratuities or bribes, or lying.
- (3) Smoking in any unauthorized posted area or creating of fire hazards in any area.
- (4) Failure to report an occurrence causing damage to Agency, customer, or public property; failure to properly secure the Agency facilities or property.
- (5) Unauthorized recording of one's own or another employee's time record (all involved employees can be subject to disciplinary action).
- (6) Habitual lateness for work; absence without proper notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism; loitering, goofing off, failing to assist others in a work situation.
- (7) Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the Agency or our employees, on or off premises; disorderly conduct, including fighting on the premises; rudeness, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees.
- (8) Intentional falsification of records/paperwork required in the transaction of the Agency business.
- (9) Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work or concealing defective work.
- (10) Failure to observe safety practices, rules, regulations, and instructions; negligence that results in injury to others; failure to wear required safety clothing and equipment.
- (11) Failure to promptly report to your immediate supervisor an on-the-job injury or accident involving an employee, equipment, property, or visitor.

- (12) Dishonesty or theft, including deliberate destruction, damage, or removal of the Agency's or other's property from the premises, or any job site.
- (13) Possession, use, sale, or being under the influence of alcohol and illegal drugs while on Agency business (including standby duty). The only exception to this rule shall be for an employee using or possessing a controlled substance prescribed by a doctor if such use does not impair safe and/or efficient work performance.
- (14) Conviction of a misdemeanor or felony.
- (15) Unauthorized or personal use of the Agency corporate credit card.

10.2 LAYOFF

The Executive Director, in his or her discretion, may lay off employees for lack of work, budgetary restrictions, reorganization, or other changes that have taken place. In determining who is to be laid off, consideration will usually be given to individual performance and job qualifications, as determined by the Agency. Seniority may be considered when performance and qualifications are equal, as determined by the Agency. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified, but there is no guarantee of re-employment.

10.3 RESIGNATION

An employee is encouraged to provide at least (2) ~~weeks~~weeks' notice of resignation. This time limit may be waived or reduced by the Executive Director.

CHAPTER 11 COMPLAINT PROCEDURES

11.1 COMPLAINT PROCEDURES

The Agency recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with Agency policies. For this reason any employee who feels he or she has been discriminated against or has been subjected to harassment should promptly take the following steps:

- Step 1: Employees should first try to resolve any problem or complaint with their supervisor if circumstances prohibit this response (e.g., the supervisor is involved in the conduct), report the behavior to the Executive Director. If the Executive Director is involved in the conduct, the employee should follow the procedure for making a claim against the Executive Director set forth in Section 11.2. ~~Orally or in~~ writing, state specific details of the discriminating behavior. It is helpful if details of dates, times, places, and witnesses, if any, of the discrimination or harassment can be provided.
- Step 2: When normal communication between an employee and the supervisor is not successful or practical, or when an employee disagrees with the application of Agency policies and procedures, the employee should attempt to resolve the problem with the Executive Director. When normal communication between an employee and the Executive Director is not successful or practical, or when an employee disagrees with the application of Agency policies and procedures, the employee should follow the procedure for making a claim ~~again~~against the Executive Director set forth in Section 11.2.
- Step 3: If the employee is not satisfied with the response from the ~~department head~~supervisor, the employee may submit the problem, in writing, to the Executive Director. The written complaint must contain, at a minimum:
- (1) A description of the problem;
 - (2) A specific policy or procedure which the employee believes has been violated or misapplied;
 - (3) The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;
 - (4) The remedy sought by the employee to resolve the complaint.

The written complaint ~~must~~should be filed within ten (10) working days of the occurrence leading to the complaint, ~~or ten (10) working days after.~~ This time limit provides an opportunity to resolve the ~~employee becomes aware of the circumstances~~issue immediately.

The Executive Director may meet with the parties, either individually or together, and will ~~usually~~ respond in writing to the aggrieved employee within ~~ten (10) days~~a reasonable time of the meeting. The Executive Director response and decision shall be final and binding with respect to employee and the Agency, except as provided for in Section 11.2, below.

Complaint Investigation and Confidentiality

All complaints will be investigated promptly. The identity of the employee making the complaint, as well as the identity of the individual accused of discrimination, will be kept as confidential as possible.

Retaliation

It is contrary to agency policy for a supervisor or any other employee to retaliate against any employee who files a charge of discrimination. Please report any conduct that you feel could be ~~retaliatory~~retaliatory immediately.

~~11.2~~ APPEAL PROCESS ~~11.1.1~~ Additional Procedures

~~In the event the employee is dissatisfied with the decision of the Executive Director after completing the procedure set forth in Section 11.1 (which for purposes of this section shall be referred to as an Appeal), or~~In the event an employee who feels he or she has been discriminated against or has been subjected to harassment by the Executive Director, or an employee seeks to file a written complaint against the Executive Director as allowed under ~~Sections 1.4, 2.4, or 2.5~~Section 11.1 of this Manual, the employee shall file a written complaint with the Chair of the Board of the Agency, including, at a minimum, the information set forth in Step 3 of Section 11.1, which for purposes of this section, such written complaint shall be referred to as a "Claim." ~~Any Appeal must be filed within ten (10) working days of the decision of the Executive Director.~~ Any Claim against the Executive Director, must be filed within ten (10) working days of the occurrence leading to the Claim, or ten (10) working days after the employee becomes aware of the circumstances.

The Chair of the Board, or his/her designee (whose designee may be regular counsel to the Agency, special counsel to the Agency or an independent person retained by the Chair for such purposes), may meet with the Executive Director and employee, either individually or together, and attempt to mediate the Claim ~~or the Appeal~~. The mediation process shall be completed within fifteen (15) working days of the filing of the Claim ~~or the Appeal~~.

~~If mediation fails, and the employee desires to further pursue the Claim or Appeal, the Chair shall convene a hearing committee of the Board, which committee shall consist of the Chair, the Vice Chair, and one member of the Board selected at large by the Chair. The hearing committee shall convene for purposes of disposing of the Claim within fifteen (15) working days after completion of the mediation process described above. The hearing committee shall allow for the presentation of witnesses, cross examination of witnesses, and submission of records by both the Executive Director and the employee. The procedures of the hearing committee shall be informal in nature and not bound by strict rules of evidence or procedure.~~

~~The hearing committee shall render its written decision within fifteen (15) working days of the hearing date. The written decision of the hearing committee shall be final and binding with respect to the employee and the Agency.~~

CHAPTER 12 ELECTRONIC COMMUNICATION

12.1 ELECTRONIC COMMUNICATION MONITORING

The Agency monitors its phone system, network and computers. Information stored in or on company facilities is subject to inspection at any time without notice. Employees have no personal privacy right in anything created, received, or sent on or from the computer and/or internet system; by accessing the system, employees expressly waive any right of privacy in anything they create, store, send, or receive on the system. By accessing the system, employees further consent to allowing personnel of the Agency to access all material created, sent or received on the system.

12.2 ELECTRONIC COMMUNICATIONS AND PUBLIC RECORDS

As the Agency is a public entity, each employee is subject to public records laws.

Each employee is responsible for the content of all text, audio or images that he or she creates, sends, forwards, retrieves, or stores using the Agency's electronic communication systems. Employees should not consider any electronic communication, media or services to be either private or secure. Although email, computer and network accounts may be protected by passwords, Employees should understand that their account and records may not be private. Employees using the Agency's information technology expressly waive any right of privacy in anything they create, store, send, or receive on an Agency computer or through the Agency provided Internet. This includes, but is not limited to, messages or data sent or received on a mobile device. The term mobile device includes cellular telephone, smartphone, tablet, PDA, etc. The use of personally-owned mobile devices to send and/or receive electronic communications for the transaction of Agency business creates a record that may be subject to disclosure pursuant to a public records request. Employees who use personal mobile devices to transact Agency business may be required to provide all communications that relate to Agency business, including text messages, to the Agency upon request. The Agency discourages the transaction of Agency business via text message on personal mobile devices and/or the transaction of Agency business via personal email accounts.

12.3 INTERNET POLICY

Employees may use the internet to increase ~~productive~~ productivity. Employees are expected to comply with all Agency policies that may be applicable to the internet. These include, but are not limited to, confidentiality, harassment, ~~solicitation~~ solicitation, outside employment and business ethics. Under no circumstances are pornographic or harassing materials to be sent, received, viewed, or downloaded using company facilities at any time or using personal facilities during working hours.

Personal use of the internet is not prohibited if it does not interfere with job responsibilities and productivity. Anonymous messages are not to be sent. Aliases are not to be used. Employees are not to place personal copies of software or data on any computer without prior authorization.

If ~~you are the employee is~~ using an internet site paid for by the Agency, ~~you are the employee is~~ expected to only use it for business purposes. All work created or received using Agency equipment or facilities are ~~Agency~~ Agency property. Illegal use of software is prohibited.

The Agency does monitor its phone system, network, and computers. Information stored in or on Agency facilities is subject to inspection at any time without notice. Employees have no personal privacy right in anything created, received or sent on or from the computer and/or internet system; by accessing the system, employees expressly waive any right of privacy in anything they create, store, send or receive on the system. By accessing the system, employees further consent to allowing personnel of the Agency to access all material created, sent or received on the system.

Violation of this Agency policy will be addressed as a performance issue.

All items uploaded to our web site are to be scanned for viruses. All items downloaded from web site or any other locations are to be scanned for viruses. Material downloaded from the internet is to be placed on diskettes first; it is never to be placed on a hard drive. At least two anti-virus software programs are to be used to scan for viruses before any material from a diskette is placed on our network system.

12.4 SOCIAL MEDIA POLICY

12.4.1 Introduction

The Agency recognizes that social media can be a highly effective tool for sharing ideas and exchanging information. The Agency is committed to using social media to promote the Agency's mission and strategic plan and to maintain effective communications with employees, customers, business partners and citizens. The Agency has an interest and responsibility in determining what is published on behalf of the Agency via social media. The purpose of social media is to disseminate information from the Agency, to the public to provide a forum for discussion and to gather feedback from residents and visitors on Agency-related issues. This regulation establishes rules for the creation and use of social media by Agency employees as a means of conveying Agency related content to the public. This regulation applies to all Agency employees.

12.4.2 Definitions

- A. Social Media – web and mobile based technologies which are used for interactive communication by organizations, communities and individuals often utilizing, but not limited to, third-party services that connect users to one another. Examples of social media include, but are not limited to, Facebook, Twitter, Google+, LinkedIn, YouTube, MySpace, Second Life, Delicious, Yelp, Flickr, Picasa, blogs, message boards, and chat rooms. Social media may exist in many different forms including, but not limited to, internet forums, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music sharing, and voice over IP.
- B. Posts – content published through social media that may consist of dialogue, pictures, videos, URLs, articles, or other communicative content.
- C. Comments – response, reply, observation or opinion made via a social media to a post or another comment, usually made by outside third parties.
- D. Digital Equipment – includes but is not limited to computers, laptops, telephones, cellular phones, smart phones, and iPods. Any technology provided by the Agency for communication, computing, etc., is covered by this definition.
- E. Electronic Communication – any communication made via digital equipment including but not limited to email, texts, phone calls, voicemail and tweets.
- F. Disparaging Remarks – posts or comments made to ridicule, discredit, or demean another person.

12.4.3 Social Media Account Access

Social media network access shall be limited to those with a clear business purpose to use the forum. Only official Agency spokespersons and authorized individuals shall have permission to create, publish or comment on behalf

of the Agency. All users shall obtain authorization, as described within this section, prior to creating and maintaining a page or site associated with the Agency on a social media network. All authorized social media pages or sites associated with the Agency shall belong to and be managed by the Agency.

Only individuals who are authorized by the Executive Director or his/her designee are permitted to access, manage and/or post via Agency social media for the purpose of conducting Agency business.

The Executive Director or his/her designee is responsible for maintaining an up to date list of all social networking application domain names in use, the names of all authorized employee administrators or users of these accounts, as well as the associated user identifications and passwords currently active within their respective departments.

Oversight of Agency sponsored social media shall be performed by supervisors of those authorized to manage the Agency's social media activity. All posts on Agency social media shall be in accordance with this policy. The Executive Director or his/her designee shall monitor the Agency's social media for comments requesting responses from the Agency and for comments in violation of this policy. The Executive Director or his/her designee will also monitor content on Agency social media to ensure adherence to this policy and the interests and goals of the Agency. The Executive Director or his/her designee responsible for the creation and/or maintenance of social media content shall ensure that it is able to edit or remove this content.

Authorized individuals representing the Agency on Agency social media must conduct themselves at all times as a representative of the Agency in accordance with all Agency policies.

When an individual responds to a comment in his/her official capacity as an Agency employee, the individual shall not share personal information about himself or herself, or other Agency employees. If the Agency has multiple individuals posting or commenting on behalf of the Agency, those individuals shall coordinate their responses to ensure that conflicting views and/or information is not being disseminated.

Whenever possible, Agency social media should link back to the official Agency website for forms, documents, online services, and other information necessary to conduct business with the Agency.

Use of posted photographs on social media sites shall abide by all copyright and printed material laws. All Agency social media shall adhere to applicable federal, state, and local laws, regulations and policies.

All content or comments made in any social media shall conform to that site's terms and conditions of use.

12.4.4 Prohibited Content in Agency Social Media

As a public entity the Agency must serve all of its constituents in a civil and unbiased manner. Agency social media posts and comments containing any of the following inappropriate forms of content shall not be allowed and are subject to removal and/or restriction by the Agency:

- A. Comments not topically related to the particular social media post being commented upon, including random or unintelligible comments;
- B. Profane, obscene or violent language and/or content;
- C. Defamatory or personal attacks;
- D. Threats to any person or organization;

- E. Content that promotes, fosters, or perpetuates harassment or discrimination on the basis of race, color, religion, sex, age, national origin, citizenship status, disability, genetic information, veteran status, sexual orientation or gender identity/expression;
- F. Sexual content or links to sexual content;
- G. Any comments for the solicitation of commerce that is not related to the Agency or its business partners, including but not limited to advertising of any business or product for sale;
- H. Comments in support of or opposition to political campaigns, or candidates;
- I. Encouragement of illegal activity;
- J. Conduct in violation of any federal, state, or local laws;
- K. Information that may tend to compromise the safety or security of the public or public systems;
- L. Content that violates a legal ownership interest, such as trademark, patent, or copyright, of any other party; or
- M. Confidential or proprietary information.

12.4.5 Expectation of Privacy

Nothing in this policy bestows an individual right nor may it be construed to provide an expectation of privacy. Users of social media should be mindful that once content is placed online, it is no longer under the user's control. Content posted to the internet is immediate and does not expire. Participation in social media, whether by Agency or non-Agency internet resources and whether made while on or off duty must not violate the privacy rights of other Agency employees or customers or violate any Agency policies.

12.5 SOCIAL MEDIA PERSONAL USE

12.5.1 Introduction

The Agency recognizes that many employees have personal social media accounts and engage in various social media activities. As such, the Agency respects employees' right to express personal opinions when using personal social media and does not retaliate or discriminate against employees who use personal social media for political or other lawful purposes. However, employees are personally responsible for content they post on personal social media.

Social media come in many forms including, but not limited to, internet forums, blogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music sharing, voice over IP, and others. Social media also include social websites and online communities for business and personal use, such as Facebook, LinkedIn, Yelp, YouTube, Twitter, message boards, and chat rooms.

The purpose of this policy is to caution employees regarding their use of personal social media as it relates to the Agency. This regulation applies to all Agency employees.

12.5.2 No Expectation of Privacy

The Agency may monitor content, comments, and/or discussions about the Agency on social media made by anyone at any time. Content posted to the internet is immediate and does not expire. Users of social media should be aware

that they are not anonymous when they make online comments. Even if a person posts anonymously or under a pseudonym, their identity may still be determined. Utilization of privacy settings for personal use of social media is recommended. However persons who use social media should be mindful that once content is placed online, it is no longer under their control and content shared via private social media does not always stay private.

Employees should have no expectation of privacy while using Agency digital equipment or facilities for any purpose including the use of electronic communications. Regardless of password use and privacy settings, the Agency may retrieve, review and/or monitor or log internet usage and content found on Agency systems and digital equipment, including deleted messages, posts, or comments without notice to the employee. Therefore, users have no expectation of privacy in the use of the Agency's systems or equipment to download, transmit, post, comment, or store information. Nothing in this regulation bestows an individual right nor may it be construed to provide an expectation of privacy.

12.5.3 Employee Personal Use of Social Media

An employee may access social media while at work within the parameters of the Agency's policies. Users are expected to limit use to personal time, such as breaks, lunch periods and off-duty time. If an employee's use of social media becomes excessive, interferes with or is disruptive to Agency business or productivity, or negatively affects the employee's job duties, the employee may be subject to discipline, up to and including termination.

When posting to personal social media, if an employee speaks about job-related content or makes reference to the Agency, people may perceive the individual to be talking on behalf of the Agency. If the employee is not acting in an official and/or authorized Agency capacity, the employee shall use a disclaimer and make it clear that the views are not necessarily reflective of the views of the Agency. An example of such disclaimer is "The views, opinions, ideas, and information expressed on this site are my own and neither reflects the views of my employer nor is in any way attributable to the Agency."

Participation in social media, whether by Agency or non-Agency internet resources and whether made while on or off duty must not violate the privacy rights of other Agency employees, customers, or business partners, or any Agency policy. When participating in social media employees are expected to know and follow all Agency's policies. They are also expected to be respectful, truthful, accurate, and not engage in retaliatory behavior.

12.5.4 Prohibited Conduct in Personal Social Media

Employees may be disciplined up to and including termination for engaging in any of the following in their personal online social media activity:

- A. Promoting or taking part in activities which violate federal, state, or local law.
- B. Threatening harm, directly or indirectly, to any Agency employee or Agency customer, business partner, vendor, or supplier.
- C. Making false or misleading statements about Agency employees, the Agency, Agency customers, business partners, vendors, or suppliers.
- D. Making disparaging remarks toward or about any Agency employee, the Agency, Agency customers, business partners, vendors, and/or suppliers that are based on race, color, religion, sex, age, national origin, citizenship status, disability, genetic information, veteran status, sexual orientation, gender identity/expression or other characteristic protected by law.

E. Using social media to bully, harass, or retaliate against Agency employees or Agency customers, business partners, vendors, or suppliers.

F.

Posting content or making comments that purport to express the opinions of the Agency. If a comment or post could reasonably be interpreted to express the opinions of the Agency, then the employee shall state that the comment/post is a personal opinion in the manner previously described in this regulation. Only an individual officially authorized by his/her supervisor may post or comment on behalf of the Agency. The fact that the subject of the social media content is not specifically named does not constitute a defense or excuse for Agency employees to engage in behavior via their personal social media that violates Agency policies.

Employees are expected to report known violations of this policy to the Executive Director.

12.5.5 Employee Responsibility and Duty To Report

Employees are personally responsible for the content they publish via personal social media. Conduct that violates any aspect of this regulation is subject to investigation and discipline regardless of whether such conduct may have occurred away from work or on non-working time. Employees with questions regarding whether certain activities fall within the parameters of this regulation are encouraged to contact their supervisor.

12.6 MOBILE COMMUNICATIONS POLICY

CCDC will authorize certain employees, on a voluntary basis, to use their personal cellular devices for work purposes when required by their job duties, with payment of an allowance under the terms of this policy. The allowance is considered additional compensation and will be subject to all applicable taxes and withholdings. Allowances are not considered an entitlement and may be changed or withdrawn at any time. CCDC is not liable for purchase, maintenance, damage or loss of the mobile communication device.

Eligibility will be determined by the Executive Director and is based on; communication capability requirement of an employee's job, employee safety requirements, employee being a critical decision maker, employee monitoring mission critical information during non-business hours and other special circumstances as approved by the director.

Allowances will be approved annually by the Executive Director for a one year term and will be paid monthly. Employees are responsible for signing a Mobile Communication Agreement and for providing a copy of the pages from the monthly statement verifying the charge to the accounting department. Under no circumstance will the allowance be greater than cost of the mobile device service plan.

CCDC is not responsible for the administration and payment of all mobile communications costs, nor is it liable to any party for the contractual obligations of the plan. The employee is required to notify CCDC if the mobile communication device that they are receiving the allowance for is lost, stolen or no longer in operation. WORK RELATED RECORDS AND COMMUNICATIONS ARE LIKELY SUBJECT TO IDAHO PUBLIC RECORDS REQUESTS. SUCH RECORDS AND COMMUNICATIONS MAY INCLUDE BUT ARE NOT LIMITED TO: CALL LOGS, TEXTS, EMAILS AND OTHER MESSAGES. SHOULD A PUBLIC RECORDS REQUEST BE FILED, YOU WILL BE ASKED TO GIVE YOUR DEVICE TO THE AGENCY, ITS ATTORNEYS OR TECHNOLOGY REPRESENTATIVES TO REVIEW THAT INFORMATION TO DETERMINE WHAT INFORMATION IS SUBJECT TO DISCLOSURE. EMPLOYEES ARE RESPONSIBLE TO ENSURE THAT CELLULAR DEVICES ARE PROPERLY SECURED VIA PASSWORD PROTECTION.

APPROVED BY: _____ DATE: _____

12.7 RECORD RETENTION

Employees are required to comply with the Agency's records retention schedules. The records retention schedules are attached hereto as Appendix B.

Capital City Development Corporation

RECEIPT OF PERSONNEL POLICIES

All employees should read the following; then sign, date and return the form to the Agency Executive Director. The form will be placed in the employee's personnel file.

Enclosed are the Capital City Development Corporation Personnel Policies. It is your responsibility to read these policies, as they will acquaint you with some of your employee benefits, our personnel practices and rules, and some organizational philosophy. Employee specifically acknowledges receipt and review of the Agency's Sexual Harassment Policy, Section 2.5.

Employment with the ~~CCDC~~Agency is at-will and it is important to understand that these policies do not create an employment contract or a guarantee of employment of any specific duration between the Agency and its employees. Although we hope that your employment relationship with us will be long term, we recognize that at times things do not always work out as hoped, and either of us may decide to terminate the employment relationship, at any time, with or without cause.

As the Agency grows and changes, personnel policies may change. The Agency, therefore, reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Executive Director. You will be notified of any such changes.

Please also understand that no supervisor, manager or representative of the Agency other than the Executive Director has the authority to make any written statements or representations which are inconsistent with these policies. Any changes by the Executive Director for particular employees must be in writing or they are ineffective.

If you have any questions about these policies or any other policies of the Agency, please feel free to ask the Executive Director.

I have read and understand the statement above.

Employee Signature

Dated: _____

Date: _____

Employee Printed Name

APPENDIX A

Maximum Per Diem Allowance

Daily Per Diem Allowance

(a) In State: \$45.00 day

(b) Out-of-State Per Diem Allowance: \$51.00 per day

Partial Day Per Diem Allowance

Where employees are to be absent from their primary official station on official business for less than twenty four (24) hours, partial day per diem allowance is equal to a maximum of twenty-five percent (25%) of the total per diem allowance for breakfast, thirty-five percent (35%) for the total per diem allowance for lunch, and fifty-five percent (55%) of the total per diem allowance for dinner.

<u>Partial Day Per Diem Allowance</u>		
	<u>In-State</u>	<u>Out-of-State</u>
<u>Breakfast – 25%</u>	<u>\$11.25</u>	<u>\$12.75</u>
<u>Lunch – 35%</u>	<u>\$15.75</u>	<u>\$17.85</u>
<u>Dinner – 55%</u>	<u>\$24.75</u>	<u>\$28.05</u>

APPENDIX B

~~E. **Review Procedure.** The purpose of the review procedure set forth in this paragraph and in paragraph F below is to provide a procedure by which a claimant under the Plan may have a reasonable opportunity to appeal a denial or partial denial of a claim and request a full and fair review. To accomplish that purpose, the claimant or a duly authorized representative may:~~

- ~~_____ (1) Request a review upon written application to the Plan Administrator;~~
- ~~_____ (2) Review pertinent Plan documents or agreements; and~~
- ~~_____ (3) Submit issues and comments in writing.~~

~~A claimant (or duly authorized representative) shall request a review at any time within sixty (60) days by filing a written application after receipt by the claimant of written notice of the denial of his or her claim.~~

~~F. A decision on review of a denial of a claim shall be made in the following manner:~~

- ~~_____ (1) The decision on review shall be made by the Plan Administrator, who may in his or her discretion hold a hearing on the denied claim. The Plan Administrator shall make his or her decision promptly unless special circumstances (such as the need to hold a hearing) require an extension of time for processing, in which case a decision shall be rendered as soon as possible but not later than one hundred twenty (120) days after receipt of the request for review.~~
- ~~_____ (2) The decision on review shall be in writing and shall include specific reasons for the decisions, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based.~~

~~8. **NONASSIGNABLE.** None of the payments provided for in this Plan shall be subject to seizure for payment of any debts or judgments against a participating employee, nor shall any employee have any right to transfer, modify, anticipate, or encumber any rights or benefits hereunder; provided, however, the undistributed portion of any benefit payable hereunder shall at all times be subject to setoff for debts owned by an employee to the Agency.~~

~~9. **TERMINATION OF EMPLOYMENT.** In the event that the employment of an eligible employee is terminated for any reason, his or her eligibility to~~

~~participate and receive benefits under this Plan shall cease; provided, however, such termination of employment shall not affect the right of any employee to claim reimbursement hereunder for medical expenses as defined in Article 3 hereof arising prior to the employee's termination of employment.~~

~~10. — **COMMUNICATION.** The Agency shall communicate the features of this Plan to all eligible employees by mailing a letter to them which essentially follows the format shown in the sample letter attached, and by enclosing a copy of this Plan with the letter.~~

~~11. — **EFFECTIVE DATE.** This Plan shall be effective as of October 14, 2003 and shall continue in effect until terminated by the Board of Commissioners.~~

~~12. — **AMENDMENT AND TERMINATION.** The Agency, by resolution of the Board of Commissioners, may amend the Plan at any time, in whole or in part, including any amendments as it shall deem advisable in order that the Plan shall conform to the provisions of Sections 105 of the Internal Revenue Code of 1986, as amended, or to conform to any change in the law. The Plan may be terminated at any time by a resolution of the Board of Directors. If the Plan is amended or terminated, the Plan Administrator shall give written notice to each eligible employee of the action taken by the Board of Directors. Any such amendments or termination shall not affect any right to benefits arising prior to such amendment or termination.~~

DATED this _____ day of _____, 2003.

URBAN RENEWAL AGENCY OF BOISE CITY,
IDAHO

By _____
Chairman

ATTACHMENT NO. 2
POLICIES AND PROCEDURES OF THE URBAN RENEWAL AGENCY OF THE CITY OF BOISE
CITY, AKA THE CAPITAL CITY DEVELOPMENT CORPORATION TO COMPLY WITH THE HIPAA
PRIVACY REGULATIONS

INTRODUCTION

Capital City Development Corporation ("CCDC"), as the sponsor of a group health plan may have access to the individually identifiable health information of the Plan's participants and as such is a "covered entity" as defined by 45 CFR 160.13(3).

CCDC is also a covered entity as the provider of health care to _____.

The implementing regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

~~restrict a covered entity's ability to use and disclose protected health information (PHI).~~

~~Protected health information is information that is transmitted by electronic media, maintained in any electronic medium, or transmitted or maintained in any other form or medium. Excluded from the definition of PHI is education records covered by the Family Educational rights and Privacy Act, and employment records held in CCDC's role as an employer.~~

~~It is the policy of CCDC to comply fully with HIPAA's requirements. To that end, all members of the workforce who have access to PHI must comply with this Privacy Policy. For the purpose of this Policy, the workforce includes all individuals who are defined as part of the workforce under HIPAA, which shall include volunteers, trainees, and other persons who perform work under the CCDC's direct control, whether or not they are paid by the CCDC. Hereinafter, the term "employee" includes all of these types of workers.~~

~~No third parties rights, (including, but not limited to participants in the health insurance plan or their beneficiaries or covered dependents, or recipients of health care either directly from or by way of payment for such care by CCDC, or business associates of CCDC), are intended to be created by this Policy. CCDC reserves the right to amend or change this Policy at any time without notice. To the extent this Policy establishes requirements and obligations above and beyond those required by HIPAA, the Policy shall not be binding upon CCDC and shall only be goals which CCDC aspires to attain.~~

~~I. **PRIVACY OFFICER AND CONTACT PERSON**~~

~~CCDC will designate in a separate document an employee to act as a privacy officer for the health insurance plan and for health care. At some point in the future, and at the option of CCDC, there may be designated one privacy officer for the health insurance plan and a separate privacy officer designated for CCDC as a health care provider. The designated Privacy Officer(s) will serve at the expense of CCDC as the contact person(s) for employees and for recipients of health care who have questions, concerns, or complaints about the privacy of their PHI and shall be responsible to oversee compliance of these policies and procedures and the HIPAA privacy rules.~~

~~The Privacy Officer position may be a full time or part time position or it may be an additional responsibility given to an employee who has other duties.~~

~~II. Notice of Privacy Practices of CCDC that is a sponsor of a health care plan will be provided to all plan participants at the time of implementation of these policies and procedures for current employees and to new participants upon enrollment. In addition, a reminder notice will be provided every three years thereafter. A signed acknowledgement of receipt of the Notice will be requested of each plan participant and retained by CCDC. If a Notice is provided by the insurance carrier, no additional notice will be provided by the employer.~~

~~Notice of Privacy Practices of CCDC as a health care provider, will be provided at the time that initial services are provided, except in the case of emergency treatment situation. In the case of emergency treatment, Notice will be provided as soon as practicable after the treatment is given and either an acknowledgement of receipt of the Notice will be obtained, or documentation of the good faith efforts to obtain the acknowledgement will be made.~~

~~Notice of Privacy Practices will also be provided to plan participants or persons receiving health care services at any other time they request a copy.~~

~~III. **WORKFORCE TRAINING**~~

~~It is the policy of CCDC to train all members of the workforce on its privacy policy and procedures. The~~

~~Privacy Officer is charged with developing training schedules and programs so that all workforce members receive the training necessary and appropriate to permit them to carry out their functions relating to the health care information of both employees and health care recipients and their duties as an employee.~~

~~IV. COMPLAINT PROCESS~~

~~Complaints regarding violations of these policies and procedures shall be submitted to the Privacy Officer. They may also be submitted in writing to the U.S. Department of Health and Human Services. The Privacy Officer will provide to complainants the address to file their complaint with the Department of Health and Human Services upon request.~~

~~V. WORKFORCE DISCIPLINE AND SANCTIONS~~

~~Members of the workforce that violate these policies and procedures or the HIPAA privacy regulations shall be subject to disciplinary action. Disciplinary action shall be a minimum of a letter of reprimand in the employees personnel file, but may be suspension or termination, depending upon the violation.~~

~~VI. MITIGATION~~

~~In the event that improper disclosures of PHI are made in violations of these policies and procedures or the HIPAA privacy regulations, the Privacy Officer will take the steps necessary to retrieve the PHI that has been improperly disclosed. In addition, the Privacy Officer will review the internal procedures to assess what safeguards may be put in place to prohibit further violations. In addition to any sanctions that are deemed appropriate, any employee that either intentionally or unintentionally makes prohibited disclosures shall be required to participate in additional/refresher training regarding HIPAA privacy regulations and these policies and procedures.~~

~~VII. NO INTIMIDATION OR RETALIATION~~

~~CCDC supports the right of individuals to protect the privacy of their medical information. There will be no retaliation in any way if a person chooses to file a complaint with us or with the U.S. Department of Health and Human Services regarding violations of the HIPAA privacy regulations or these policies and procedures.~~

~~Any employee that discloses PHI to a health oversight agency or public health authority or to their attorney as it relates to allegations that CCDC has engaged in conduct that is unlawful or violates professional or clinical standards or that the care, services, or conditions provided by us potentially endangers a patient or the public will not be intimidated or retaliated against.~~

~~VIII. WAIVERS OF HIPAA RIGHTS~~

~~No plan participant or health care services recipient will be asked to waive their HIPAA rights.~~

~~IX. RECORD RETENTION AND DISPOSAL~~

~~The following documents will be kept for a minimum of six years:~~

- ~~1. All records relating to these policies and procedures and a copy of these policies and procedures after the date on which they are no longer effective.~~

~~2. Records of disclosures made of PHI.~~ Retention Schedule

3. ~~Copies of any written requests for amendment to protected health information and any rebuttal provided denying the request.~~

4. ~~All other compliance reports or documentation.~~

~~Protected health information shall be shredded before disposal so that it may not be identifiable.~~

~~X. PERMITTED USE AND DISCLOSURE~~

~~1. Required disclosure: Disclosure to the individual about the individual, except for psychotherapy notes, and unless it has been determined by a competent medical authority that the disclosure of the information would be harmful to the individual, and information compiled in anticipation of either civil or criminal litigation and information protected from disclosure under the federal Clinical Laboratory Improvements Amendments of 1988. Disclosure to the Secretary of Health and Human Services for the purposes of determining our compliance with the HIPAA privacy regulations.~~

~~2. Permissive Disclosure of Protected Health Information Without Authorization to other entities for the purpose of:~~

~~A. Treatment: To coordinate or manage an individual's health care and related services.~~

~~B. Payment: To obtain payment for health care services or to pay claims from doctors, hospitals and other providers for service delivered or to determine an individual's eligibility for benefits, to coordinate benefits, or to issue explanations of benefits.~~

~~C. Health Care Operations: To support the daily activities related to health care, including but not limited to, addressing grievances, quality assessment activities, conducting or arranging for legal services, to rate our risk for the purpose of determine our premiums for your health plan.~~

~~D. Required by Law: We may use or disclose an employee or health care services recipient's PHI if law or regulation requires the use or disclosure.~~

~~E. Other allowed disclosures without authorization include:~~

- ~~• Disclosure about victims of abuse, neglect or domestic violence;~~
- ~~• Disclosure for judicial and administrative proceedings;~~
- ~~• Disclosure for law enforcement purposes, for example information for the purpose of identifying a suspect, fugitive, material witness, or missing person or information regarding a person suspected as being a victim of a crime;~~
- ~~• Disclosure for public health activities;~~
- ~~• Disclosures for health oversight activities;~~
- ~~• Disclosures about a decedent to a coroner, medical examiner, or funeral director;~~
- ~~• Disclosures for cadaveric organ, eye or tissue donation purposes;~~
- ~~• Disclosures for certain limited research purposes, in accordance with certain safeguards;~~
- ~~• Disclosures to avert a serious threat to health and safety of a person or the public;~~
- ~~• Disclosures for specialized government functions, such as tracking of FDA regulated products of activity;~~
- ~~• Disclosures that relate to workers' compensation programs;~~
- ~~• Disclosures for limited marketing activities; and~~

- ~~Disclosure to military authorities the medical information of armed forces personnel.~~

~~3. Disclosures of PHI pursuant to an Authorization: PHI may be disclosed for any purpose if an authorization that satisfies all of HIPAA's requirements for valid authorization is provided. All uses and disclosures made pursuant to a signed authorization must be consistent with the terms and conditions of the authorization.~~

~~4. Disclosures to personal representatives: Disclosure of PHI may be made to guardians, conservators, and executors of an individual or their estate and to the parents of a minor child. When the HIPAA privacy regulations require that the individual or personal representative of an individual be advised that PHI relating to abuse or neglect is being disclosed to the appropriate agencies, if the personal representative is the suspected perpetrator, the personal representative shall not be advised of such disclosure.~~

~~5. Disclosures requiring an opportunity for the individual to object: An individual must be advised of the use or disclosure of PHI and have the opportunity to object to or limit the use or disclosure of PHI associated with a health care plan if information relating to an individual's name, location in the facility, condition described in general terms and the individual's religious affiliation are to be used to maintain in a directory of individuals in a facility.~~

~~6. Disclosures to family members: Disclosure of PHI shall not be made to family members without written authorization.~~

~~7. Disclosures for workmen's compensation purposes: Medical information obtained for worker's compensation purposes does not fall within the HIPAA privacy regulations.~~

~~XI. MINIMUM NECESSARY PROTECTION~~

~~Any disclosure of PHI shall contain the minimum information necessary to accomplish the authorized disclosure and to comply with the authorization for disclosure, except when the disclosure is made pursuant to a court order or court issued subpoena. Prior to any disclosure of PHI, all disclosures shall be reviewed by the Privacy Officer to determine if the disclosure is authorized pursuant to the HIPAA privacy regulations or a valid authorization of the individual, and if the information being provided is the minimum necessary. All PHI contained in a document that is in excess of the minimum necessary shall be redacted.~~

~~No member of the person shall request PHI in their capacity as a member of the workforce unless that information is necessary for perform the duties of their job. When requesting PHI, the request shall be limited to only that information that is necessary in order for the member of the workforce to perform their duties.~~

~~XII. WORKFORCE ACCESS TO PROTECTED HEALTH INFORMATION~~

~~Only members of the workforce that need access to PHI in order to perform their assigned duties shall have access to the information. That access shall be limited to the minimum necessary to perform their duties. The following is a list of work positions and the types of PHI to which they need access to the information in order to perform the responsibilities of their assigned duties:~~

- ~~(a) Administrative Services Director;~~
- ~~(b) The minimum information necessary to properly administer CCDC's health insurance program, the employee assistance program, and the medical reimbursement program.~~

~~XIII. BUSINESS ASSOCIATES~~

~~_____ No disclosure of PHI shall be made to a business associate without a contract with that business associate that contains provisions that require the business associate to protect the confidentiality of the PHI. Only the PHI necessary in order for the business associate to fulfill their contract shall be provided to the business associate.~~

~~XIV. _____ INDIVIDUAL RIGHTS~~

~~_____ Plan participants and health care services recipients are entitled to the following rights:~~

~~_____ 1. _____ The right to inspect and copy the PHI which is maintained by CCDC for as long as we maintain the information, except psychotherapy notes; information compiled in reasonable anticipation of, or in use in, a civil, criminal, or administrative action or proceeding; and PHI that is subject to some other law that prohibits access to PHI.~~

~~_____ 2. _____ The right to request restrictions on the use or disclosure of their PHI for treatment, payment or health operations purposes. The request must be made in writing to the Privacy Officer and must state (1) what information they want restricted; (2) whether they want to restrict the use, disclosure, or both; (3) to whom they want the restriction to apply, for example, disclosures to their spouse; and (4) an expiration date. If the Privacy Officer believes that the restriction is not in the best interest of either party or that the request cannot reasonably be accommodated, the Privacy Officer has the authority to deny the request. If the Privacy Officer determines that the request is reasonable, the request will be honored, unless the PHI is needed to provide emergency treatment. A previously agreed upon restriction may be revoked, at any time, in writing.~~

~~_____ 3. _____ The right to request that they be communicated with by alternate means or at an alternate location, without having to explain the reason for the request. Reasonable requests will be accommodated, when possible, or when the individual clearly proves that the disclosure of all or part of that information could endanger them.~~

~~_____ 4. _____ The right to request amendments to the PHI if the individual reasonably believes the information is incorrect or incomplete. This right is only valid so long as we maintain this information. While we will accept requests for amendments, we are not required to agree to the amendment.~~

~~_____ 5. _____ The right to an accounting of the disclosures we have made of PHI for purposes other than treatment, payment, or health care operations. This right excludes disclosures made to the individual, disclosures made pursuant to a valid authorization, disclosures made to persons involved in the individual's care, or disclosures made for notification purposes. This right applies to disclosures made after April 14, 2003 and no more than 6 years from the date of the request.~~

~~XV. _____ TECHNICAL AND PHYSICAL SAFEGUARDS AND FIREWALL~~

~~_____ Members of the workforce that are authorized to have access to PHI shall not leave or place PHI in any place where that information can be viewed by individuals that are not authorized pursuant to these policies and procedures to have access to the information.~~

~~_____ Protected health information stored in a computer file shall be password-protected to insure that unauthorized individuals will not be able to access the materials. Computers where PHI may be displayed on the computer screen shall be set up in such a manner to prevent the viewing of the computer screen by individuals that are not authorized to have access to the information.~~

~~Protected health information that is maintained in a paper format shall be maintained in a file separate from other information regarding the individual and shall be kept in a locked file cabinet(s), with only authorized members of the workforce having access.~~

~~Verbal communications regarding PHI shall be conducted in a location and in such a manner as to prohibit individuals that are not authorized to have access to that information from hearing the communications.~~

~~Fax and copy machines over which PHI is received or copied shall be maintained in a location where the only individuals that will have access to that information are those individuals authorized to do so.~~

~~All health information that is obtained as employment information, but that also falls within a category of PHI shall be afforded the protections under these policies and procedures regardless of how it is obtained.~~

~~XVI. STATE LAW~~

~~In the event that state law provides greater protections to health information than that which is provided in these policies and procedures and the HIPAA privacy regulations, the state law will be followed.~~

~~XVII. EFFECTIVE~~

~~These Policies and Procedures shall be effective on October 14, 2003 and shall remain in effect until amended in writing.~~

~~To be detached and retained by the covered entity~~

~~ACKNOWLEDGEMENT OF RECEIPT OF POLICIES AND PROCEDURES~~

~~I _____, hereby acknowledge receipt of a copy of the Policies and Procedures of Capital City Development Corporation to Comply with HIPAA Privacy Regulations, with an effective date of October 14, 2003.~~

4813-2064-3367, v. 48-2064-3367, v. 5-2064-3367, v. 4-2064-3367, v. 3



AGENDA BILL

Agenda Subject: Distribution and dissemination of proposed monthly parking permit increase effective January 1, 2016; and setting the December 14th, 2015 board meeting to receive comment on the proposal.		Date: November 9, 2015
Staff Contact: Max Clark, Parking & Facilities Director	Attachments: 1. Public notice, including current & proposed rates 2. Customer/stakeholder letter	
Action Requested: Request authorization to distribute proposed modifications to monthly parking rates to permit holders and stakeholders; and to set the December 14, 2015 Board meeting to receive comment regarding proposed rate increases.		

Fiscal Notes:

There is no fiscal impact to these proposed actions. However, if approved in December this rate adjustment will result in an increase of approximately \$373,860 over estimated FY16 monthly revenues without the adjustment.

Background:

The need for this rate adjustment was identified during the development and approval of the Agency's FY2016 budget and CIP/Parking Reinvestment Program (PRP). The PRP provides necessary funding to keep the garages structurally sound, easy to find and utilize.

Due largely to the down economy, the last system-wide rate adjustments occurred in August, 2008. At that time the rates were raised for general monthly parking from \$79 to \$100. They have remained unchanged since then.

Early in the Parking Strategic Planning Plan process the Steering Committee asked that rate changes be deferred until after the Plan was finalized. The thought was that Plan recommendations would provide the justification for rate adjustments and other actions. However, our CIP/PRP financing was based on rate adjustments, so we decided to implement simple rate adjustments now rather than to cut funding and planned parking investments. We expect that with the adoption of the Strategic Plan there will be many changes proposed for the parking system, including several parking plan options with various prices.

Because only a rate adjustment is being proposed in December (no policy changes), a less formal notification process will be pursued. The following means of notification will be pursued:

- Posting notices in the garages themselves;
- Mailing notices to permit holders and downtown stakeholders (developers, businesses, etc.)
- Posting a notice on Agency websites; and
- Placing at least one notice in the local newspaper.

Staff Recommendation:

Staff requests authorization to distribute proposed modifications to monthly parking rates to permit holders and stakeholders; and to set the December 14, 2015 Board meeting to receive comment regarding proposed rate increases.

Suggested Motion:

I move that staff be authorized to distribute proposed modifications to monthly parking rates to permit holders and stakeholders; and to set the December 14, 2015 Board meeting to receive comment regarding proposed rate increases.

PUBLIC NOTICE
Proposed Parking Rate Adjustments
Effective January 1, 2016

The Capital City Development Corporation (CCDC) will consider rate adjustments for the Downtown Public Parking System (DPPS) at the Board of Director's meeting on December 14th, 2015. The meeting will be held at noon in the CCDC Board Room located at 121 N. 9th St., Suite 501. The rates under review are those for monthly parking only, including rooftop and reserved parking.

If you would like to comment on the proposed changes you may attend the December 14th, 2015 meeting; or you may write, fax or email your comments to the addresses noted below. Please submit your comments by 10:00 a.m. that day so that they will be included in the Director's packets.

Capital City Development Corporation
Attn: John Brunelle, Executive Director
121 N. 9th St., Suite 501
Boise, ID 83702

Email: info@ccdcboise.com
Fax: (208) 384-4267
Web: www.ccdcboise.com

Proposed Rate Adjustments

<u>Category</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
Capitol Terrace Monthly	\$100	\$135
Capitol Terrace Reserved	\$135	\$170
Eastman Monthly	\$100	\$135
Boulevard Monthly	\$100	\$120
Boulevard Reserved	\$135	\$155
Boulevard Tandem	\$62	\$82
City Centre Monthly	\$100	\$120
City Centre Reserved	\$135	\$155
City Centre Rooftop	\$70	\$90
Grove Street Monthly	\$100	\$120
Grove Street Rooftop	\$85	\$105
Myrtle Street Monthly	\$100	\$120
Myrtle Street Rooftop	\$70	\$90

This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting.

DRAFT

November 9, 2015

Name
Address

Subject: Proposed Monthly Parking Rate Increase

Dear _____:

The purpose of this letter is to inform you of proposed parking rate increases for monthly permits to be considered by the Capital City Development Corporation (CCDC) Board of Commissioners on Monday, December 14th, 2015.

Parking rates in the public garages have remained unchanged since 2008. This rate adjustment was built into the CCDC 2016 approved budget, including the Agency's Parking Reinvestment Program, which provides needed funds for structural maintenance and system wide improvements.

The CCDC Board of Commissioners will consider these rate increases at their monthly meeting on December 14, 2015. The meeting will begin at 12:00 noon in the CCDC Board Room, located at 121 N. 9th St., Suite 501. Public comment is welcome at this meeting, or in writing if received by 10:00 AM that morning. Please address correspondence to the address noted on this letter; or provide comments via email to info@ccdchboise.com.

Sincerely,

John Brunelle
Executive Director
Capital City Development Corporation



AGENDA BILL

Agenda Subject: Downtown Boise Streetscape Standards & Specifications Update and Transmittal to Boise City for Adoption into Blueprint Boise		Date: November 9, 2015
Staff Contact: Matt Edmond	Attachments: 1. Downtown Boise Streetscape Standards & Specifications Manual	
Action Requested: Transmit the Downtown Boise Streetscape Standards & Specifications Manual to the City of Boise to consider for adoption into Blueprint Boise and the appropriate design review and zoning documents.		

Background:

Previously, CCDC has maintained streetscape standards and specifications for downtown Boise, both in three of its adopted urban renewal plans and in a separate manual derived from those plans. These standards have guided both private development as well as CCDC-led efforts to improve the public rights-of-way within the urban renewal districts. Since the agency has abdicated any role in the design review process, there has been some confusion in which agency has approval authority over downtown streetscapes. Boise Planning and Development Services has jurisdiction over streetscape design through the design review process, and Ada County Highway District has jurisdiction over improvements in the public rights-of-way.

Additionally, the current streetscape standards in the urban renewal plans, which are in turn adopted into the city's comprehensive plan—Blueprint Boise—are out of date. They do not reflect current furnishings, emerging best practices for urban tree planting and stormwater management, and streetscape types and specifications for streets within the 30th Street Urban Renewal District (West End), to include ACHD proposals for “green street” improvements on Main and Fairview.

CCDC staff, in coordination with agency partners and stakeholders, has drafted an updated Downtown Boise Streetscape Standards & Specifications Manual to address the issues discussed above. This effort included representation from ACHD (Stormwater Quality, Development Services, and Traffic); Boise City (Planning & Development, Public Works, Community Forestry, Fire Department and Parking); Downtown Boise Association; Valley Regional Transit; and West End/Story Commercial. The updated manual includes updated furnishings, types and specifications for 30th Street/West End, and provisions for “green streets”, including suspended paving systems, and bioretention swales and planters. The updated manual also provides guidelines on where such treatments are or are not appropriate.

Transmittal of Standards to Boise City:

In order to provide better clarity on approval authority going forward, CCDC staff is proposing to transmit the updated Downtown Boise Streetscape Standards & Specifications Manual to the City of Boise to consider for adoption into Blueprint Boise and the appropriate design review and zoning documents, with the provision that once the manual is adopted by the City of Boise, CCDC will remove attachments that include streetscape standards from the Boise Central District, River Myrtle – Old Boise, and Westside Downtown urban renewal master plans.

Fiscal Notes:

CCDC spends approximately \$2M on streetscape improvements within its urban renewal districts each year, including CCDC projects and developer participation grants. This formal adoption of more expensive treatments, such as suspended paving systems (SPS)—e.g. Silva Cells—without leveraging additional funding, would reduce the amount of streetscape improvements that CCDC can accomplish. Although initial costs are higher with suspended pavement systems, they offer additional benefits, including improved tree health, less frequent tree replacement, offsite stormwater mitigation, and reduced contaminant runoff into the Boise River.

Streetscape Type	Cost Per Block Face without SPS	Cost Per Block Face with SPS
Urban Brick	\$ 250,000	\$ 340,000
Urban Concrete with Brick	\$ 220,000	\$ 310,000
Urban Concrete	\$ 200,000	\$ 290,000
Neighborhood/Urban Parkway	\$ 110,000	N/A

Notes:

1. Above cost estimates assume a 20% contingency and are rounded to the nearest \$10,000.
2. Estimate of additional \$90,000 per block face to included suspended paving systems assumes 8 – 10 trees per block face, or about \$9,000 - \$11,000 per street tree accommodated.

Next Steps:

If the Board approves the recommendation, CCDC staff will transmit the Downtown Boise Streetscape Standards & Specifications Manual to the City of Boise to consider for adoption into Blueprint Boise and the appropriate design review and zoning documents. With a November submission, staff anticipates Design Review and Planning & Zoning hearings in early January, with a recommendation to City Council thereafter. Once a date certain is set for City Council to adopt the standards, CCDC staff will initiate the process of amending its urban renewal plans to remove obsolete streetscape standards.

Staff Recommendation:

Staff recommends the Board approve transmittal of the Downtown Boise Streetscape Standards & Specifications Manual to the City of Boise to consider for adoption into Blueprint Boise and the appropriate design review and zoning documents.

Suggested Motion:

I move to approve transmittal of the Downtown Boise Streetscape Standards & Specifications Manual to the City of Boise for adoption into Blueprint Boise.

DOWNTOWN BOISE STREETSCAPE STANDARDS & SPECIFICATIONS MANUAL



What is the streetscape?

The streetscape is the part of the street right-of-way between the face of the curb and the building. In downtown Boise, the streetscape includes the sidewalk surface, street trees, historic streetlights, and a collection of furnishings. These furnishings include, but are not limited to, benches, planters for flowers, tree grates, trash receptacles, bicycle racks, transit shelters, newsstands, bollards, and drinking fountains. In areas that have an urban character such as the Central Business District, the sidewalk surface runs from the building face to the curb and street trees are planted in tree grates. In areas that have a neighborhood character, the sidewalk surface is separated from the street by a landscape strip where the street trees are planted. In many areas, green infrastructure such as suspended paving systems and bio-swales are incorporated into the streetscape design, as well.

Why does the City of Boise have streetscape standards?

Since the mid 1980s, significant investment has been made in downtown Boise’s streetscapes. These highly visible improvements have been instrumental to the success of the downtown area. The streetscapes provide a setting for community events, for development of adjoining private property, and for the everyday interaction of people who frequent downtown. Streetscape standards have been established to assure over time that the way downtown sidewalks are designed and the materials and furnishings used on these sidewalks, create a distinct identity and attractive ambiance for downtown. The standards classify streets by the character of the area in which they are located. For each category, they identify how the sidewalk is surfaced—whether brick, concrete or a combination are used—and the specific make, model, and color of the furnishings that are to be installed. The streetscapes create a common design thread throughout the downtown area which contributes to a feeling of coherence and continuity.



The Downtown Boise Streetscape Standards and Specifications Manual is a user friendly-guide to help identify and specify streetscape design in the four downtown urban renewal districts. By following the four-step design process, users will be able to correctly develop their streetscape installation to meet Boise City streetscape requirements.

Boise City sets streetscape standards by council adoption and incorporation into planning and zoning documents. Boise City Design Review ensures streetscape standards are as part of development applications, and considers any modification and/or waiver thereof. Boise City staff inspects and enforces streetscape standards through the building division of Planning & Development Services (PDS). Additionally, the Ada County Highway District (ACHD) has approval authority for improvements in the public rights-of-way.

Capital City Development Corporation (CCDC) does not set, inspect, or enforce streetscape standards for downtown Boise. CCDC does offer participation assistance for public improvements on a case-by-case basis in accordance with the CCDC Participation Program. Those seeking assistance for streetscape improvements should contact CCDC as early in the design process as possible to ensure proposed improvements are eligible and that funds are available.



1

Find the Streetscape Type for Your Parcel

PAGE 1



2

Find the Standards for Your Streetscape Type

PAGE 3-17



3

Find the Specifications for Your Streetscape Type

PAGE 19-55



4

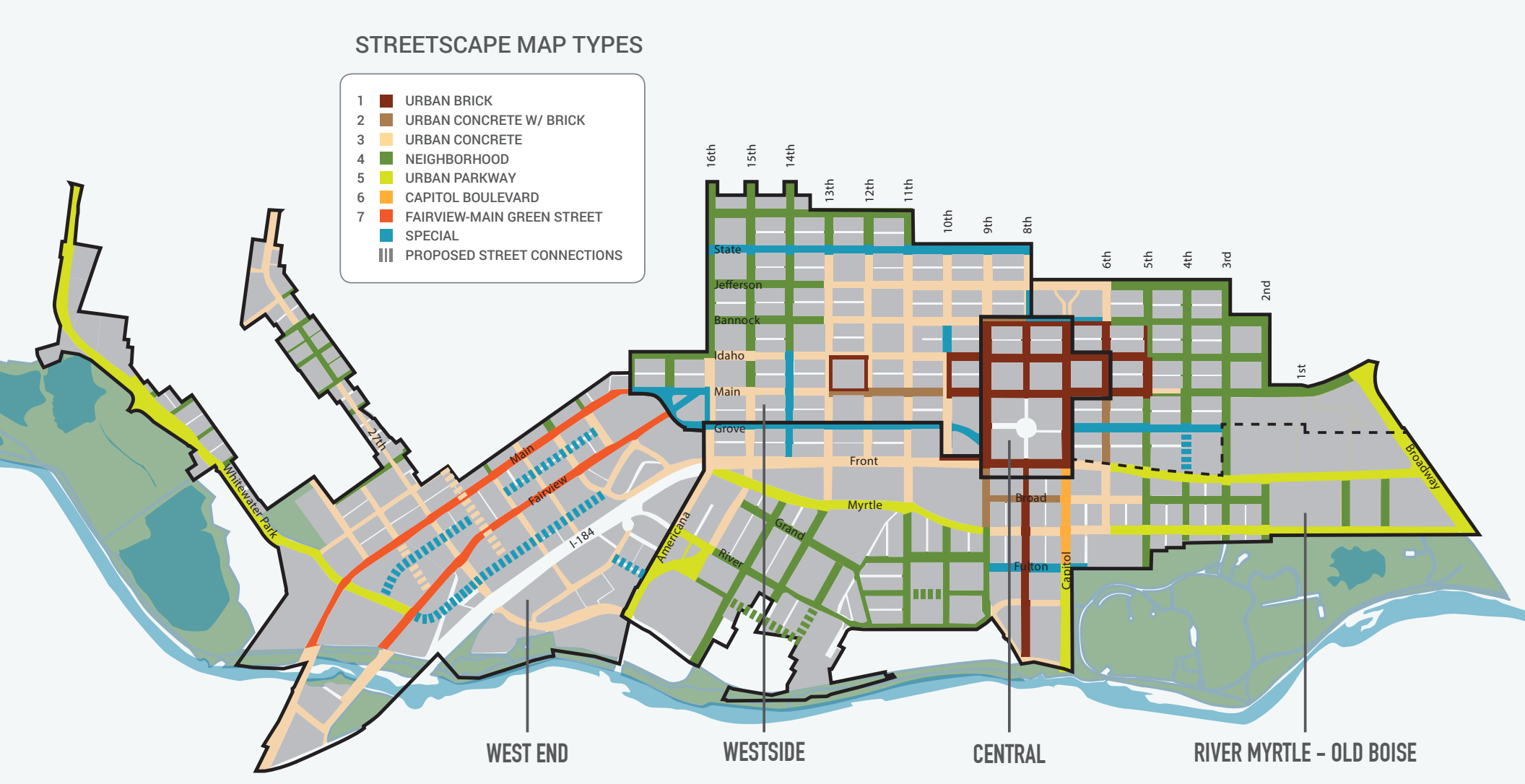
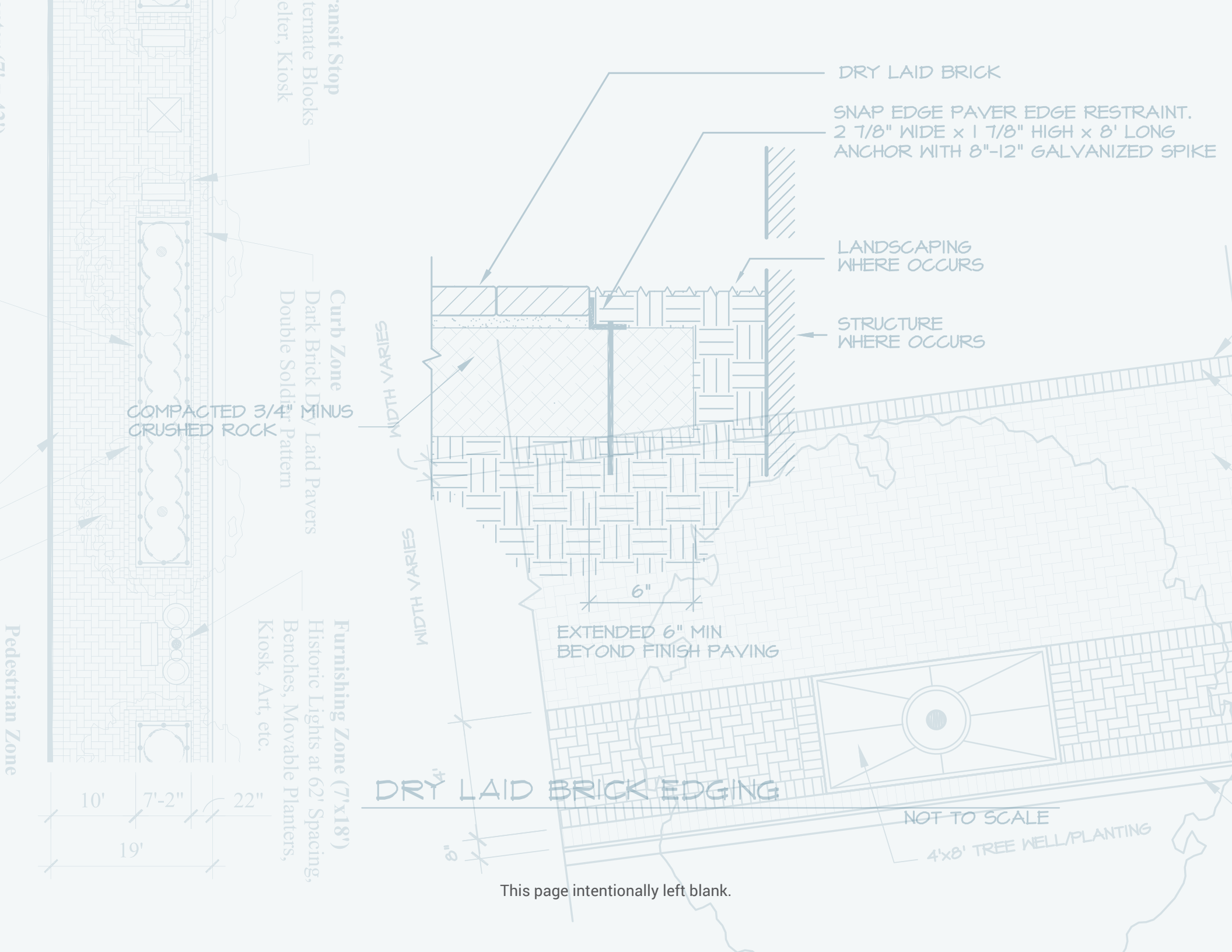
Find the Quality Control Standards and Conditions for Your Streetscape Project

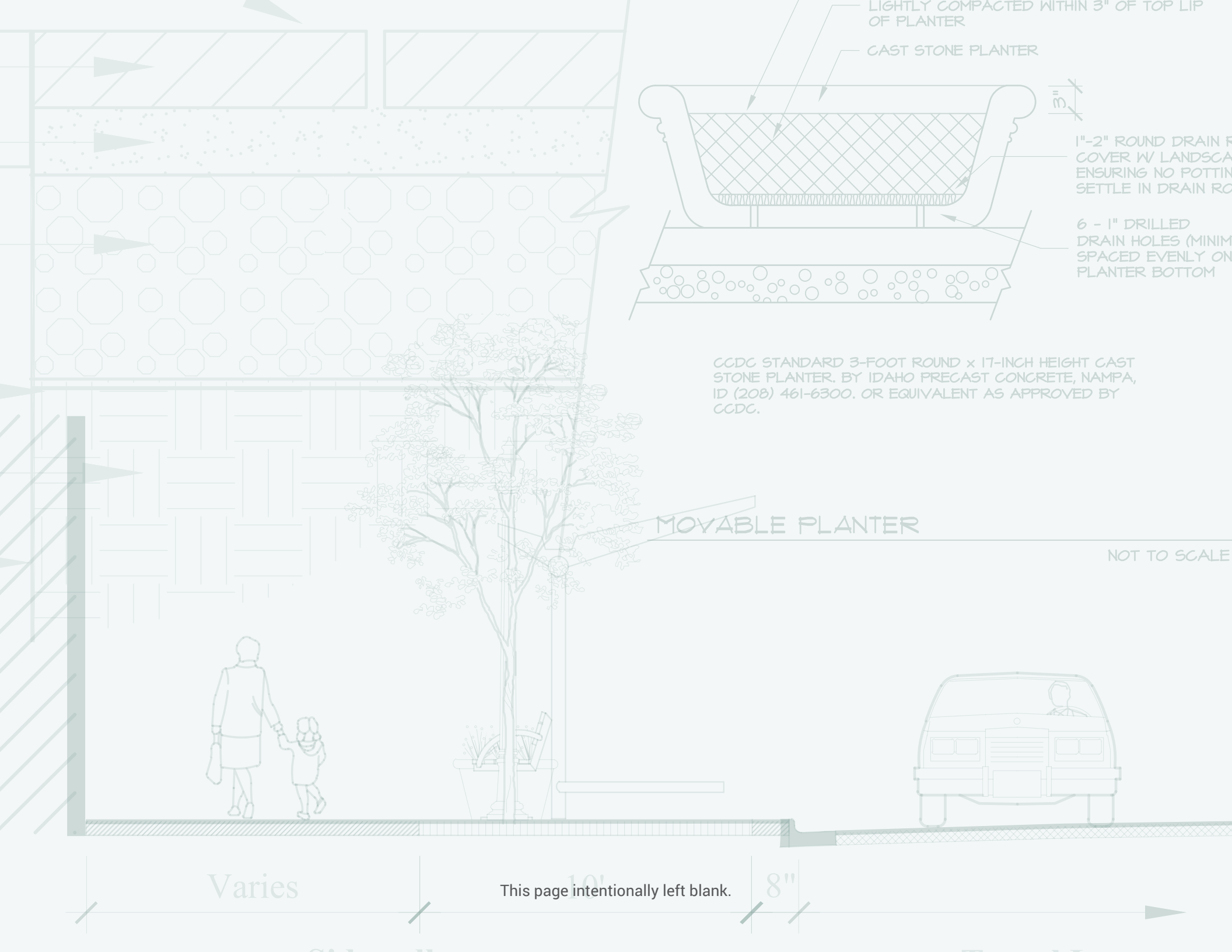
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STEP

1

Find the Streetscape Type for Your Parcel





STEP 2

Find the Standards for Your Streetscape Type

Type 1	»	Urban Brick	4-5
Type 2	»	Urban Concrete w/ Brick	6-7
Type 3	»	Urban Concrete	8-9
Type 4	»	Neighborhood	10-11
Type 5	»	Urban Parkway	12-13
Type 6	»	Capitol Boulevard	14-15
Type 7	»	Fairview-Main Green Streets	16-17



Urban Brick Streetscape is generally located in business and mixed-use districts where there is a concentration of higher intensity development, ground floor retail, restaurants and entertainment uses, and on-street parking. It also may also be used with offices and housing at street level when such uses are located in business or mixed-use districts rather than neighborhoods. Urban Brick Streetscape is used to designate certain streets as focused on pedestrians and to create a visible network of comfortable people-oriented streets where significant attention is given to the aesthetic quality of the pedestrian environment. Brick is required on designated sidewalks in high activity centers such as the downtown core to create distinctive places for people to gather, live, work, shop, dine and socialize, where extra emphasis is desired to signify the importance of these focal points of people activity.

LANDSCAPE REQUIREMENTS

- Street Trees29
- Class II trees in furnishing zone and in same alignment as Historic Streetlights. Trees to be spaced approximately 28'-32' apart and installed in tree wells. Tree well root barrier required by ACHD. Coordinate planning and installation of trees with Boise City Community Forestry, (208) 608-7700.

HARDSCAPE REQUIREMENTS

- Dry Laid Brick Pavers20-24
 - Dry laid brick paver surface extends from curb to face of building. Pattern and color of brick varies by building frontage zone, pedestrian zone, furnishing zone, and curb zone.
 - » Curb Zone: 1 soldier course (8" wide) of red dry laid brick.
 - » Furnishing Zone: 4' wide. Dark brick dry laid pavers with single soldier course each side and ends with herringbone field.
 - » Pedestrian Zone: Minimum 8' wide section of red brick dry laid pavers in herringbone pattern.
 - » Building Frontage Zone: Minimum 8" wide row of dark brick dry laid pavers in soldier course pattern. Width varies and is determined by the irregularity of the building face.
 - » Pedestrian Ramps at crosswalk per ACHD Standards.
- Suspended Paving Systems26
 - Suspended Paving Systems (SPS) are required under the hardscape surface. Design to be determined by site specific conditions.
- Tree Grates and Frames28
 - » 4'x 8' cast iron tree grates and frames to be installed.
- Streetlights32
 - » Spacing: Approximately 56' - 64' spacing in same alignment as trees. Lights should be centered between trees and conflicts with trees to be avoided.
 - » Installation: Coordinate with Boise City Public Works Department, (208) 384-3900.

SITUATIONAL FURNISHINGS

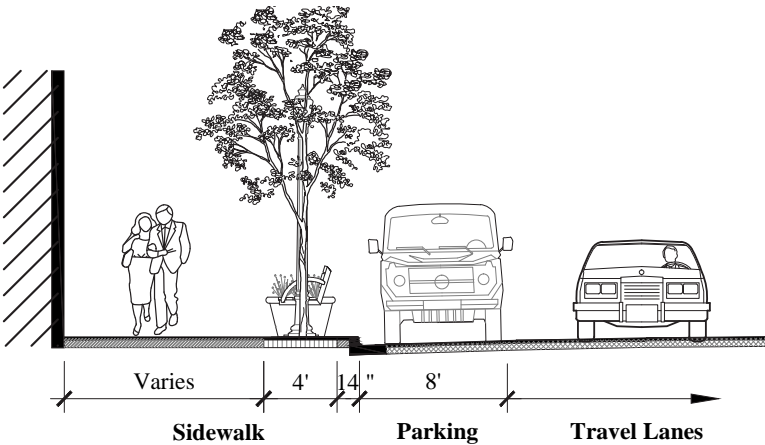
- Number and location of furnishings will be determined by Boise City through its design review process, and may include:
- Bench36-37
 - Litter Receptacle38-39
 - Bike Rack40-41
 - Movable Planters44-45

Parking meters to be located per Boise City Parking Standards and placed to avoid conflicts with all other streetscape furnishings. Coordinate meter placement and accessible parking spaces with Boise City Parking Control, (208) 384-3700.

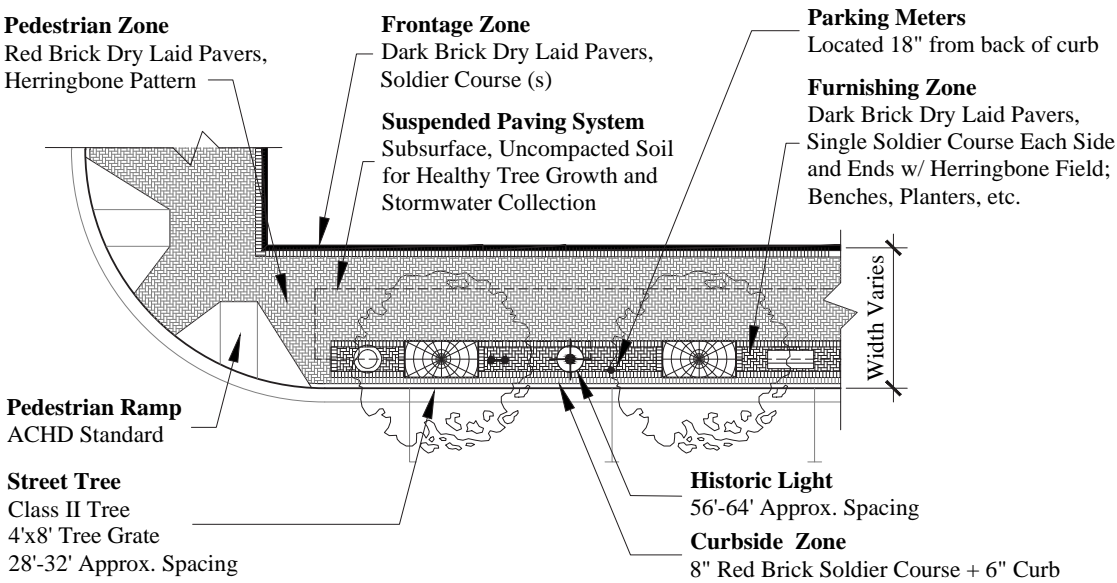
NOTE:

The dimensions of the pedestrian zone and frontage zone will vary with overall sidewalk width.

All furnishings, trees, and improvements in the street right-of-way will require approval by ACHD, (208) 387-6170.



TYPE 1 - URBAN BRICK STREETSCAPE SECTION



TYPE 1 - URBAN BRICK STREETSCAPE DETAIL PLAN
JBA 2015

Type 2 :: Urban Concrete with Brick

Urban Concrete with Brick Streetscape is generally located in business and mixed-use districts where there is a concentration of higher intensity development, ground floor retail, restaurants and entertainment uses, and on-street parking. It is designed for heavy pedestrian use and to be compatible with retail or similar uses in a dense urban environment.

Urban Concrete with Brick may also be used with offices and housing at street level when such uses are located in business or mixed-use districts rather than in neighborhoods.

LANDSCAPE REQUIREMENTS

- Street Trees29

Class II trees in furnishing zone and in same alignment as Historic Streetlights. Trees to be spaced approximately 28'-32' apart and installed in tree wells. Tree well root barrier required by ACHD. Coordinate planning and installation of trees with Boise City Community Forestry, (208) 608-7700.

HARDSCAPE REQUIREMENTS

- Modular Scored Concrete and Red Dry Laid Brick Pavers20-23, 25

Modular scored concrete extends from building face to furnishing zone. Red dry laid brick pavers are used in the furnishing zone.

- » Curb zone: 8" concrete curb zone.
- » Furnishing zone: 4' wide. Red brick dry laid pavers; single soldier course on each side and ends with herringbone field.
- » Pedestrian zone: Minimum width of pedestrian zone is 8'. Concrete with trowel joint parallel and cross scores at 4' intervals. No parallel scores are made within 6" of the building foundation.
- » Pedestrian ramps at crosswalk per ACHD Standards.

- Suspended Paving Systems26

Suspended Paving Systems (SPS) are required under the hardscape surface. Design to be determined by site specific conditions.

- Tree Grates and Frames28

- » 4'x 8' cast iron tree grates and frames to be installed. Corners of tree grates to align with sidewalk score lines.

- Streetlights32

- » Spacing: Approximately 56' - 64' spacing in same alignment as trees. Lights should be centered between trees and conflicts with trees to be avoided.
- » Installation: Coordinate with Boise City Public Works Department, (208) 384-3900.

SITUATIONAL FURNISHINGS

Number and location of furnishings will be determined by Boise City through its design review process, and may include:

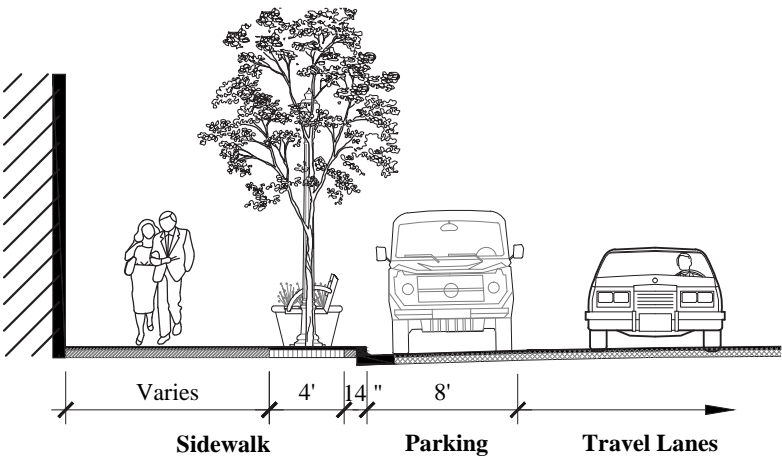
- Bench36-37
- Litter Receptacle38-39
- Bike Rack40-41
- Movable Planters44-45

Parking meters to be located per Boise City Parking Standards and placed to avoid conflicts with all other streetscape furnishings. Coordinate meter placement and accessible parking spaces with Boise City Parking Control, (208) 384-3700.

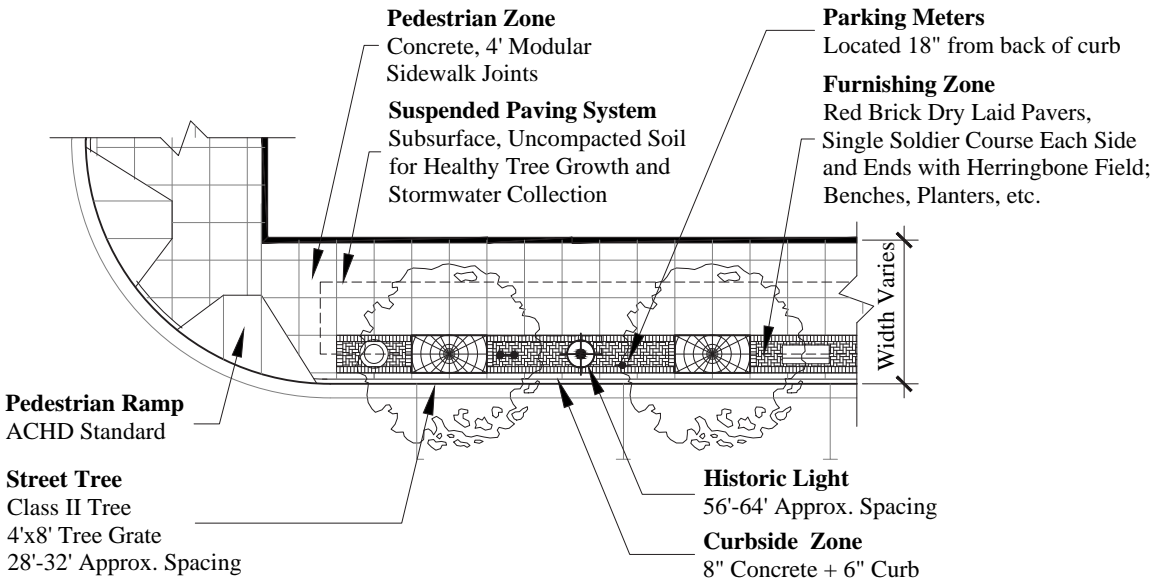
NOTE:

The dimensions of the pedestrian zone and frontage zone will vary with overall sidewalk width.

All furnishings, trees, and improvements in the street right-of-way will require approval by ACHD, (208) 387-6170.



TYPE 2 - URBAN BRICK/CONCRETE STREETSCAPE SECTION



TYPE 2 - URBAN BRICK/CONCRETE STREETSCAPE DETAIL PLAN

JBA 2015

Urban Concrete Streetscape is generally located in business and mixed-use districts where there is a concentration of higher intensity development, ground floor retail, restaurants and entertainment uses, and on-street parking.

Urban Concrete is designed for heavy pedestrian use and to be compatible with retail or similar uses in a dense urban environment. It may also be used with offices and housing at street level when such uses are located in business or mixed-use districts rather than neighborhoods.

LANDSCAPE REQUIREMENTS

- Street Trees29
- Class II trees in furnishing zone and in same alignment as Historic Streetlights. Trees to be spaced approximately 28'-32' apart and installed in tree wells. Tree well root barrier required by ACHD. Coordinate planning and installation of trees with Boise City Community Forestry, (208) 608-7700.

HARDSCAPE REQUIREMENTS

- Modular Scored Concrete23, 25
- » Curb zone: 8" concrete curb zone.
- » Furnishing zone: 4' wide. Concrete in furnishing zone is scored in 2' intervals.
- » Pedestrian zone: Minimum width of pedestrian zone is 8'. Concrete with trowel joint parallel and cross scores at 4' intervals. No parallel scores are made within 6" of the building foundation.
- » Pedestrian ramps at per ACHD Standards.

- Suspended Paving Systems26
- Suspended Paving Systems (SPS) are required under the hardscape surface. Design to be determined by site specific conditions.

- Tree Grates and Frames28
- » 4'x 8' cast iron tree grates and frames to be installed. Corners of tree grates to align with sidewalk score lines.

- Streetlights32-33
- » Spacing: Approximately 56' - 64' spacing in same alignment as trees. Lights should be centered between trees and conflicts with trees to be avoided.
- » Installation: Coordinate with Boise City Public Works Department, (208) 384-3900.

SITUATIONAL FURNISHINGS

Number and location of furnishings will be determined by Boise City through its design review process, and may include:

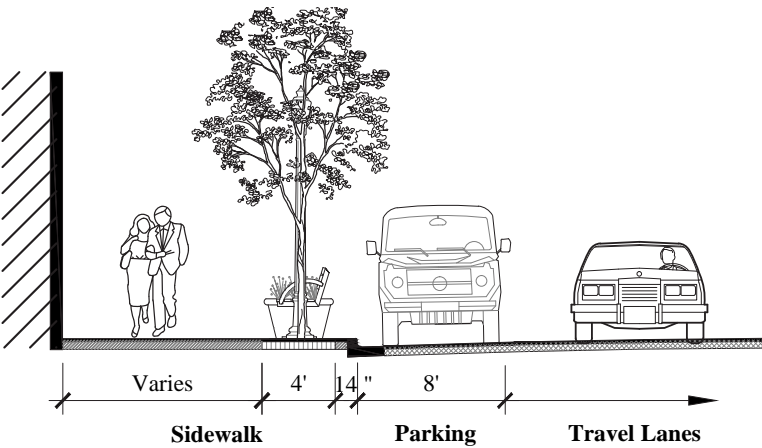
Bench	36-37
Litter Receptacle	38-39
Bike Rack	40-41
Movable Planters	44-45

Parking meters to be located per Boise City Parking Standards and placed to avoid conflicts with all other streetscape furnishings. Coordinate meter placement and accessible parking spaces with Boise City Parking Control, (208) 384-3700.

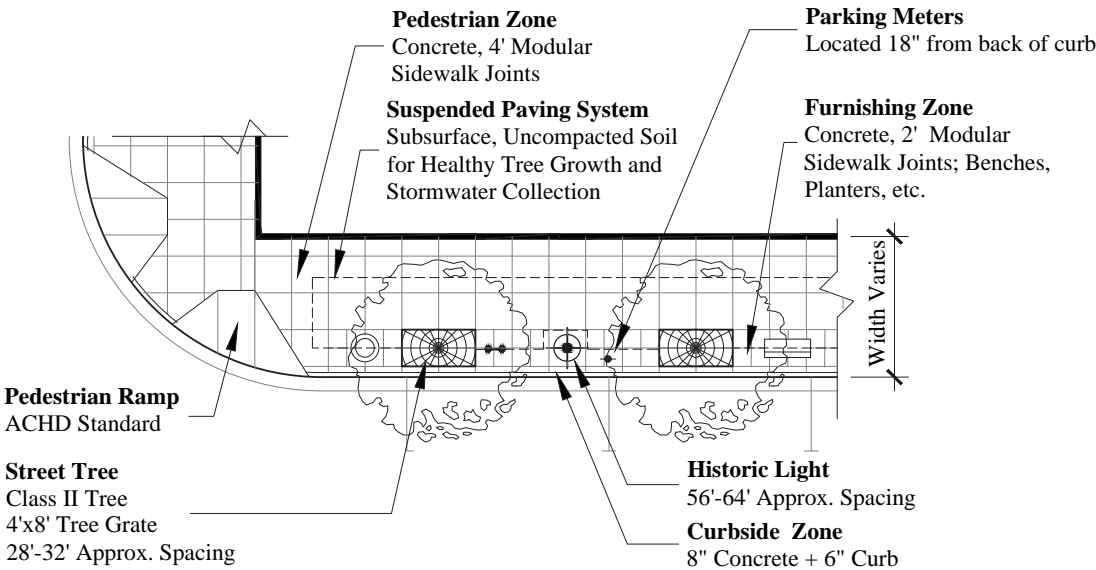
NOTE:

The dimensions of the pedestrian zone and frontage zone will vary with overall sidewalk width.

All furnishings, trees, and improvements in the street right-of-way will require approval by ACHD, (208) 387-6170.



TYPE 3 - URBAN CONCRETE STREETSCAPE SECTION



TYPE 3 - URBAN CONCRETE STREETSCAPE DETAIL PLAN

JBA 2015

The Neighborhood Streetscape is used in areas of downtown that have less intense development with a higher proportion of residential uses and more limited retail and office uses. It is designed to accommodate pedestrian traffic in locations where a residential neighborhood character is desired.

The distinguishing characteristic of this style of streetscaping is the use of softscape and street trees between the sidewalk and the street, rather than continuing the sidewalk surface to the curb. The intent of the neighborhood streetscape is to create a pleasant pedestrian environment and encourage walking as an alternative to using an automobile. The Neighborhood Streetscape is compatible with housing, office, and limited retail uses.

LANDSCAPE REQUIREMENTS

54

- Street Trees: Class II trees in lawn strip in same alignment as Historic Streetlights. Where the lawn strip is at least 10’ in width, Class III trees may be recommended or required depending on land use and other local conditions. Class II trees to be spaced approximately 30’ apart, or 40’ apart for Class III trees. Coordinate planning and installation of trees with Boise City Community Forestry, (208) 608-7700.
- Lawn Strip: The width of the lawn strip will vary according to local conditions but is at least 8’ to allow for street trees. The lawn strip may be sodded with grass or other more water efficient plantings/xeriscaping.
- Landscape Zone (between building face and sidewalk): Turf or low shrubs are appropriate but design and materials may vary according to setback standards and conditions related to site, building, and use.

HARDSCAPE REQUIREMENTS

- Concrete 23
 - » Curbside Walk: 18” wide concrete. Optional use to protect lawn.
 - » Pedestrian zone: Minimum width of pedestrian zone is 6’. Concrete with trowel joint parallel and cross scores at 4’-6” intervals.
 - » Pedestrian ramps at crosswalk per ACHD Standards.
- Streetlights 32-33
 - » Spacing: Approximately 60’ separation and in same alignment as trees. Lights to be centered between trees and conflicts with trees should be avoided.
 - » Installation: Coordinate with Boise City Public Works Department, (208) 384-3900.

GREEN STREET OPTION

27

Bioretention planters or bioswales are an acceptable alternative to a conventional tree lawn or landscape strip. Bioretention facilities help to treat stormwater runoff from the street and adjacent areas, reducing pollutant discharge into the Boise River and providing street trees with some of the water they need. Bioretention facilities require different design from conventional tree lawns, including special soils and tree selection. Contact ACHD at (208) 387-6170 for details.

SITUATIONAL FURNISHINGS

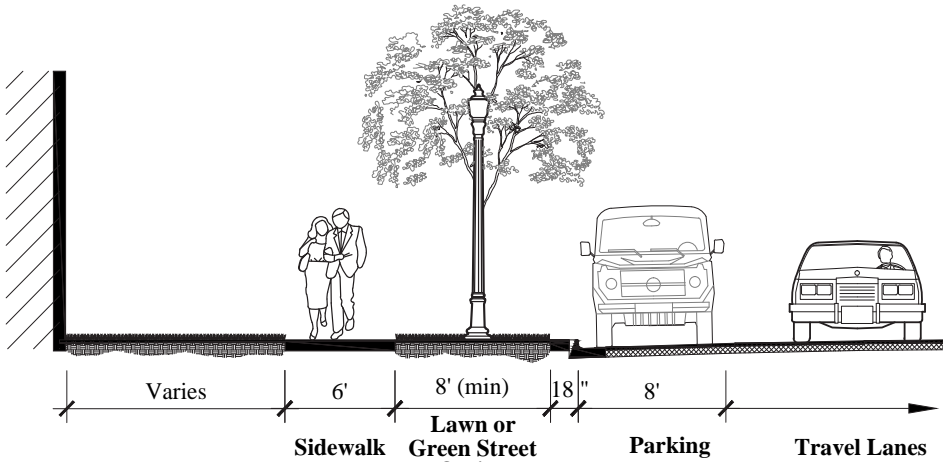
Number and location of furnishings will be determined by Boise City through its design review process, and may include:

Bench	36-37
Litter Receptacle	38-39
Bike Rack	40-41
Movable Planters	44-45

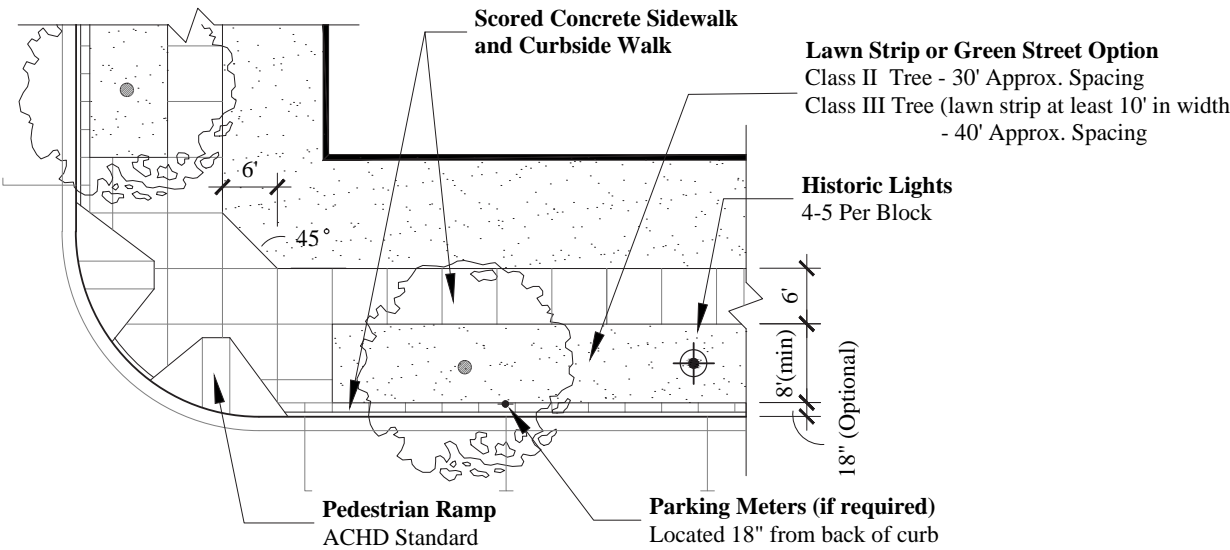
Parking meters to be located per Boise City Parking Standards and placed to avoid conflicts with all other streetscape furnishings. Coordinate meter placement and accessible parking spaces with Boise City Parking Control, (208) 384-3700.

NOTE:

All furnishings, trees, and improvements in the street right-of-way will require approval by ACHD, (208) 387-6170.



TYPE 4 - NEIGHBORHOOD STREETSCAPE SECTION



TYPE 4 - NEIGHBORHOOD STREETSCAPE DETAIL PLAN
JBA 2015

Type 5 :: Urban Parkway

The Urban Parkway Streetscape is used on major streets that carry higher volumes of traffic at faster speeds than is typical for the downtown core. The intent of using a parkway treatment is to provide beautification of significant streets such as State Street, Whitewater Park Boulevard, and the Connector and to create a comfortable pedestrian walking environment so that the streets serve pedestrians in addition to vehicles. The standards are established to provide a strong visual statement with a double rather than single row of street trees in tree lawn, adequate room for pedestrian movement, and a buffer between pedestrians and relatively heavy auto and truck traffic.

LANDSCAPE REQUIREMENTS

- **Street Trees:** Where the lawn strip is at least 10' in width, Class III trees may be recommended or required depending on land use and other local conditions. Trees to be spaced approximately 50', staggered rows where applicable. Coordinate planning and installation of trees with Boise City Community Forestry, (208) 608-7700.
- **Landscape Strip:** The width of the landscape strip will vary according to local conditions but is generally 10' minimum. Landscape strip to be planted with lawn or shrub plantings.
- **Landscape Zone (between building face and sidewalk):** Surface width behind sidewalk should be sufficient to accommodate a row of trees. Turf or low shrubs are appropriate but design and materials may vary according to setback standards and conditions related to site, building and use.

HARDSCAPE REQUIREMENTS

- Concrete 23
 - » Pedestrian Zone: Minimum width of Pedestrian Zone is 8' with 4' modular scored concrete.
 - » Pedestrian ramps at crosswalk per ACHD Standards.
- Streetlights 32-33
 - » Spacing: Approximately 100' spacing and in same alignment as trees. Lights to be centered between trees and conflicts with trees should be avoided.
 - » Installation: Coordinate with Boise City Public Works Department, (208) 384-3900.

GREEN STREET OPTION

Bioretention planters or bioswales are an acceptable alternative to a conventional tree lawn or landscape strip. Bioretention facilities help to treat stormwater runoff from the street and adjacent areas, reducing pollutant discharge into the Boise River and thereby providing street trees with some of the water they need. Bioretention facilities require different design from conventional tree lawns, including special soils and tree selection. Contact ACHD at (208) 387-6170 for details.

SITUATIONAL FURNISHINGS

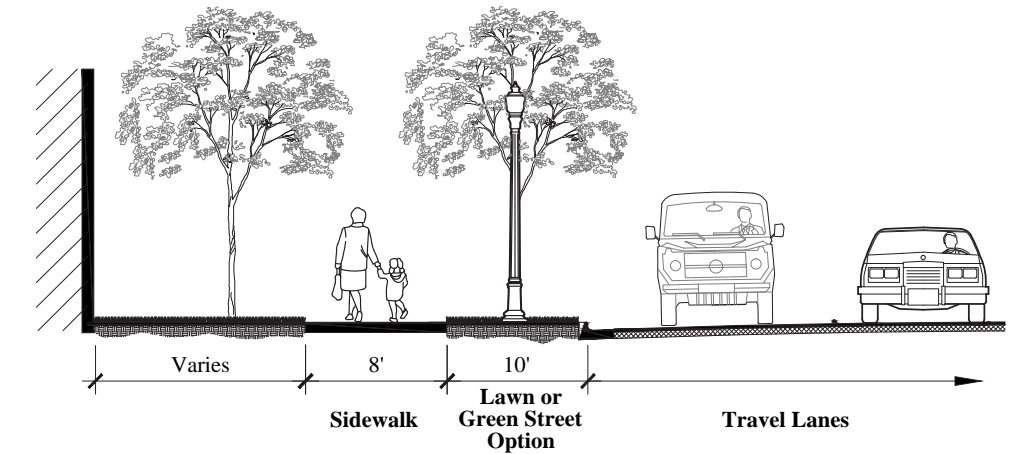
Number and location of furnishings will be determined by Boise City through its design review process, and may include:

Bench	36-37
Litter Receptacle	38-39
Bike Rack	40-41
Movable Planters	44-45

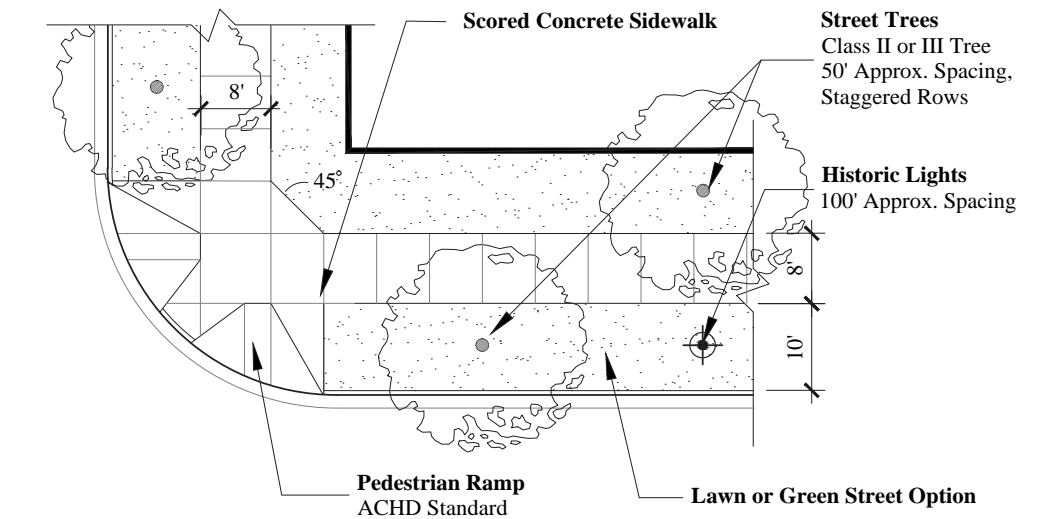
Parking meters to be located per Boise City Parking Standards and placed to avoid conflicts with all other streetscape furnishings. Coordinate meter placement and accessible parking spaces with Boise City Parking Control, (208) 384-3700.

NOTE:

All furnishings, trees, and improvements in the street right-of-way will require approval by ACHD, (208) 387-6170.



TYPE 5 - URBAN PARKWAY STREETSCAPE SECTION



TYPE 5 - URBAN PARKWAY STREETSCAPE DETAIL PLAN
JBA 2015

Type 6 :: Capitol Boulevard

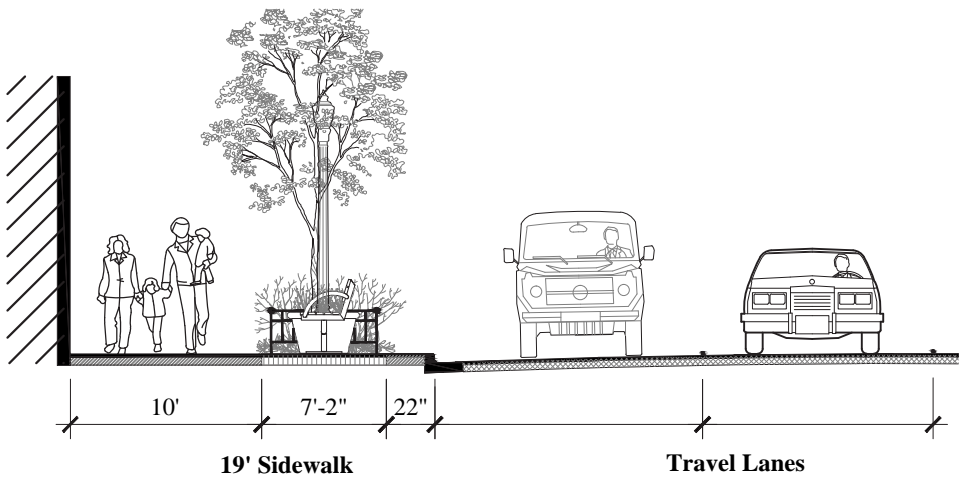
Capitol Boulevard is one of the principal gateway streets in Boise. It links two of the most important historic buildings in the city - the State Capitol and the Boise Depot. In between these buildings lie a variety of uses that are of importance to the community, including cultural centers and parks, Boise State University, hotels, retail establishments, and restaurants. At Fulton Street, the uses along Capitol Boulevard make a distinct transition from university campus, regional parks, and institutional uses to the downtown core. This change in streetscape from urban parkway to urban hardscape with planters reflects that transition. Please refer to the Capitol Boulevard Streetscape Master Plan owned by Boise City PDS for additional details.

LANDSCAPE REQUIREMENTS

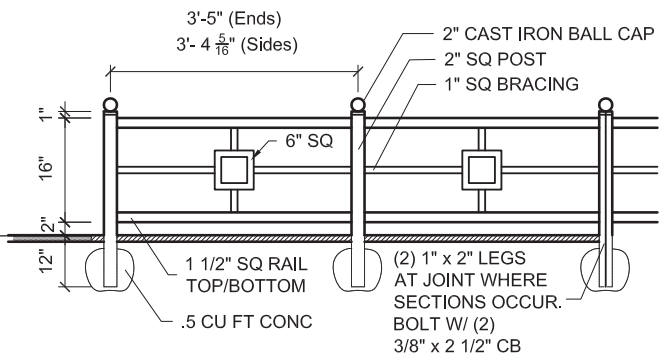
- Street Trees 29
Class II trees in planters in same alignment as Historic Streetlights. Trees to be spaced approximately 30’ apart and installed two per planter, approximately 6’ from either end. Coordinate planning and installation of trees with Boise City Community Forestry, (208) 608-7700.
- Planters
7’2” wide by 42” long planters, planted with trees and shrubs in accordance with the Capitol Boulevard Streetscape Master Plan.

HARDSCAPE REQUIREMENTS

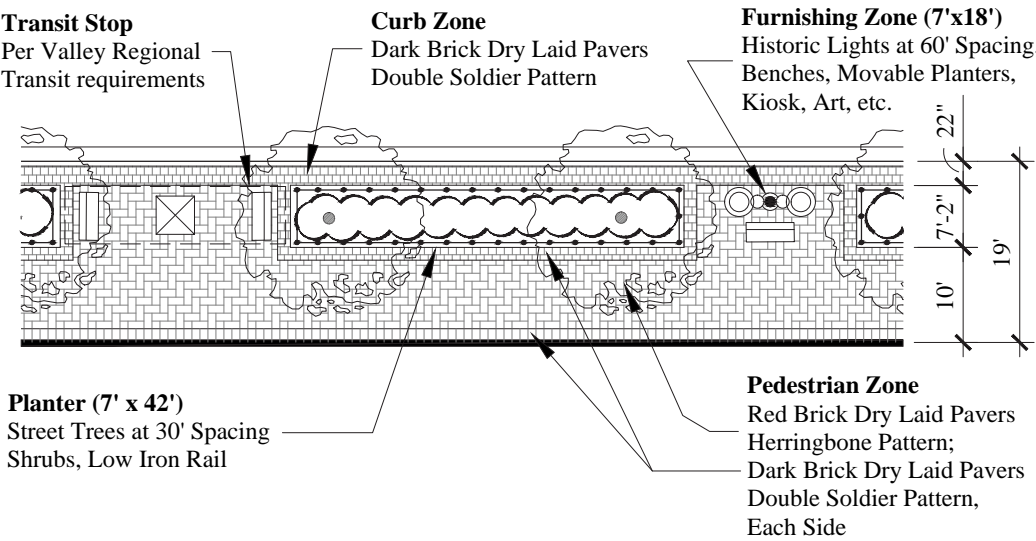
- Dry Laid Brick Pavers 20-24
Dry laid brick paver surface extends from curb to face of building. Pattern and color of brick varies by building frontage zone, pedestrian zone, furnishing zone, and curb zone.
 - » Curb Zone: Double soldier pattern (16” wide) of dark brick behind 6” wide concrete curb.
 - » Planter Zone: Double soldier pattern (16” wide) of dark brick on all sides of planter frame; inclusive of Curb Zone.
 - » Furnishing Zone: Red dry laid pavers in a herringbone pattern continued from pedestrian zone between planters and planter zone pavers.
 - » Pedestrian Zone: Approximately 7’4” wide section of red brick dry laid pavers in herringbone pattern.
 - » Building Frontage Zone: Double soldier pattern (16” wide) dark brick dry laid pavers.
 - » Pedestrian Ramps at crosswalk per ACHD Standards.
- Steel Railing 15
Steel railing around all planters per detail drawing. Powdercoat RAL 6009 dark green.
- Streetlights 32
 - » Spacing: Approximately 60’ spacing in same alignment as trees and generally centered between planters.
 - » Installation: Coordinate with Boise City Public Works Department, (208) 384-3900.



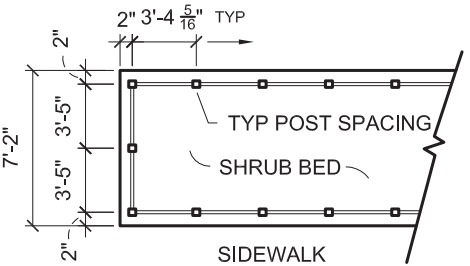
TYPE 6 - CAPITOL BOULEVARD SECTION



CAPITOL BLVD PLANTER - SIDE ELEVATION



TYPE 6 - CAPITOL BOULEVARD DETAIL PLAN
JBA 2015



CAPITOL BLVD PLANTER - PLAN VIEW

Type 7 :: Fairview-Main Green Street

Fairview and Main Street will be a showcase for Green Stormwater Infrastructures (GSI) integration into Boise’s streetscape environments. Through the use of bioretention planters, stormwater and street runoff will be captured within the streetscape right-of-way, treated and released into the groundwater. Refer to ACHD’s Policy Manual Section 8200 - ACHD Stormwater Design Tools and Approved BMPs for stormwater design specifics.

LANDSCAPE REQUIREMENTS

- Street Trees29

Class II trees in bioretention planters to be appropriate for bioretention planter conditions. Trees to be centered within bioretention planter area. Trees to be spaced approximately 52’ apart. Coordinate planning and installation of trees with Boise City Community Forestry, (208) 608-7700.
- Bioretention Planter27

Per ACHD Policy Manual Section 8200 - ACHD Stormwater Design Tools and Approved BMPs. Bioretention planters to be planted with material appropriate for bioretention planter conditions.

HARDSCAPE REQUIREMENTS

- Concrete23
 - » Pedestrian Zone: Minimum width of Pedestrian Zone is 8’ with 4’ modular scored concrete.
 - » Pedestrian ramps at crosswalk per ACHD Standards.
- Streetlights32-33
 - » Spacing: 4 per block and in same alignment as trees. Lights to be centered between trees adjacent to bioretention planter pedestrian crossing.
 - » Installation: Coordinate with Boise City Public Works Department, (208) 384-3900.

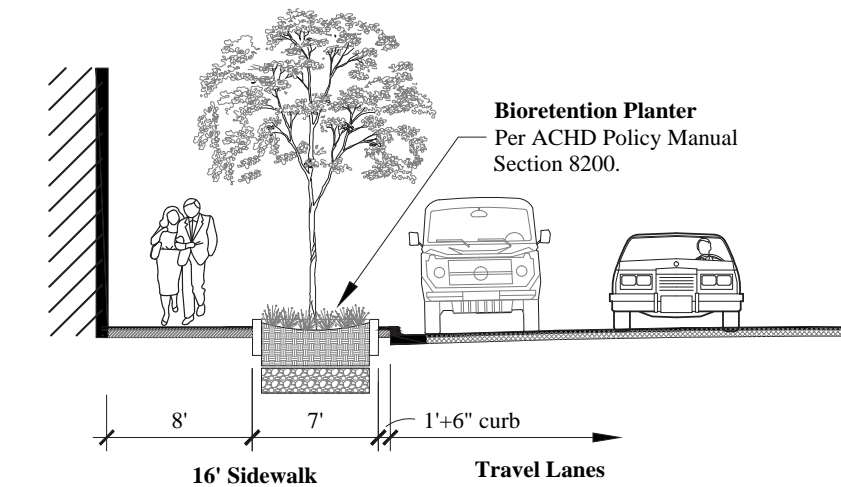
SITUATIONAL FURNISHINGS

- Number and location of furnishings will be determined by Boise City through its design review process, and may include:
- Bench36-37
 - Litter Receptacle38-39
 - Bike Rack40-41
 - Movable Planters44-45

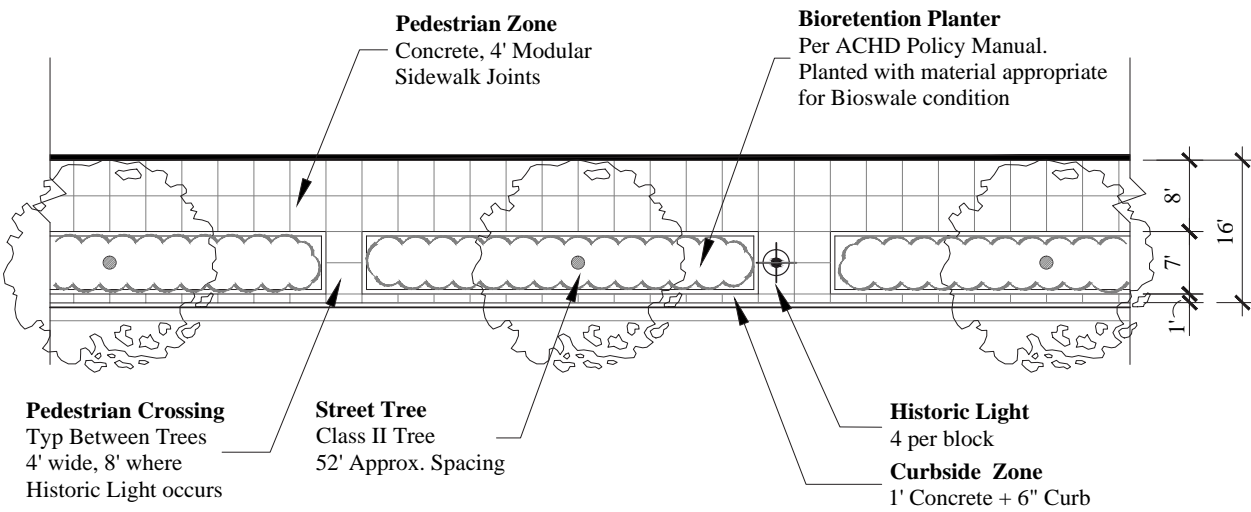
Parking meters to be located per Boise City Parking Standards and placed to avoid conflicts with all other streetscape furnishings. Coordinate meter placement and accessible parking spaces with Boise City Parking Control, (208) 384-3700.

NOTE:

All furnishings, trees, and improvements in the street right-of-way will require approval by ACHD, (208) 387-6170.

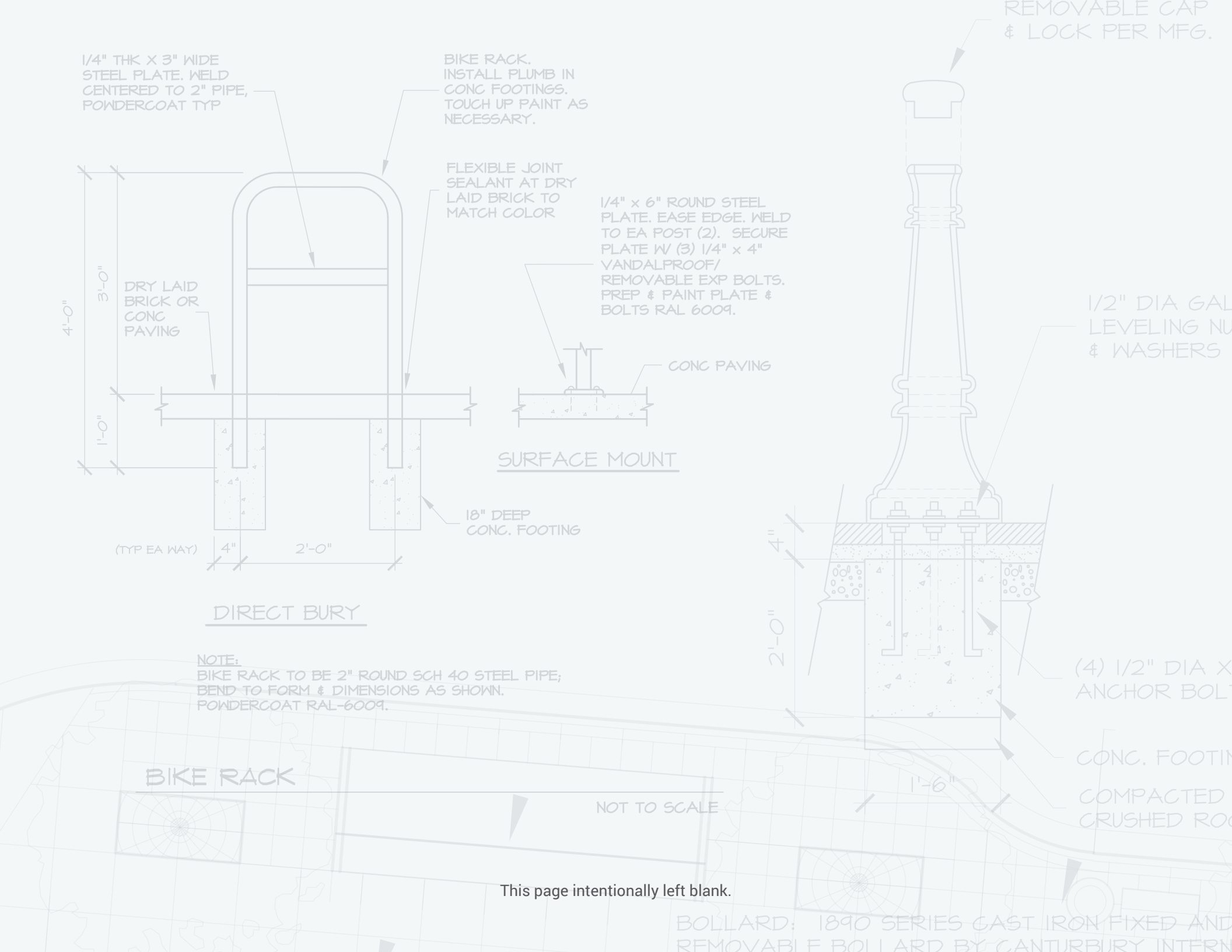


TYPE 7 - FAIRVIEW & MAIN GREEN STREETS STREETScape SECTION



TYPE 7 - FAIRVIEW & MAIN GREEN STREETS DETAIL PLAN

JBA 2015



STEP

3

Find the Specifications for Your Streetscape Type

STREETSCAPE SPECIFICATIONS:		SITUATIONAL FURNISHINGS CONT...	
Brick and Concrete Paving	20-23	Bike Rack	40-41
Paving Patterns	24-25	Bike Corral	42-43
Suspended Paving System	26	Movable Planter	44-45
Bioretention Planter & Bioswale	27	Tree Guard	46
Tree Grate & Frame	28	Table	47
Tree Well & Tree Planting	29	Bollard	48-49
Trench Drain & Grate	30-31	Transit Shelter	50-51
Streetlight	32-33	Drinking Fountain	52-53
SITUATIONAL FURNISHINGS SPECIFICATIONS:		LANDSCAPE SPECIFICATIONS:	
Public Art	34-35	Landscape Installation	54
Bench	36-37	Tree Planting in Parkstrip	55
Litter Receptacle	38-39		

Pavers are used in a variety of ways to define various functional areas of the sidewalk. These areas usually include a building zone along the base of building (dark); a pedestrian zone (red); the furnishing zone for such items as street trees and tree grates, benches and historic lighting (dark); and the curb zone along the street edge (red). Refer to paving pattern details for specific brick layout design.

Permeable paver furnishing zone is optional, subject to approval by ACHD, and may require a geotechnical investigation.

Basis for Design:

BRICK PAVER ORDER INFORMATION:

2-1/4" thick x 4"x 8" wirecut brick paver with spacing lug. Local representative: The Masonry Center, (208) 375-1362.

Red pavers to be No. 46 Medium Ironspot Blend.

Dark pavers to be Manganese Ironspot.

Equivalent may be substituted as approved by Boise City.



No. 46 Medium Ironspot Blend



Manganese Ironspot



DESCRIPTION

The work consists of furnishing and installing dry laid pavers including crushed rock base, bedding material, and joint filler. If settlement greater than 1/2" occurs within one year after installation, the brick must be adjusted to finish grade plus 1/4".

MATERIAL

- Base Course: Aggregate for crushed rock base shall be 3/4-minus in accordance with Idaho Standards for Public Works Construction (ISPWC), latest edition.
- Bedding Material: Material used as bedding layer for the paver shall be well-graded, non-plastic sand, ASTM C33 or 5/16" clean crushed chip gravel.
- Joint Filler: Material used for joint filler shall be well graded, non-plastic sand, ASTM C33, or fine #70 silica sand joint filler.
- Brick Paver: Pavers shall be 2-1/4" thick x 4" x 8" wirecut brick paver with spacing lug size by Endicott Clay Products Company, Fairbury, Nebraska, or equal. Red Brick Pavers shall be No. 46 Medium Ironspot Blend. Dark Brick Pavers shall be Manganese Ironspot.

INSTALLATION

Crushed Rock Base:

Place base course material in 6 inch lifts to a depth whereby the finished surface will conform to the design grades and dimensions with proper allowance for the paving. Compact to 95 percent of the maximum relative density. The final result shall be an unyielding course, free from irregularities, with a smooth, tight, even surface, true to gradient. Maintain the surface of the base course until it is paved or until final acceptance. If ruts, soft spots or other damage occur before such time, the surface should be repaired. Excess moisture or frost in the sub-base, or base course, will be cause for suspending work until normally dry working conditions are restored, and compaction achieved.

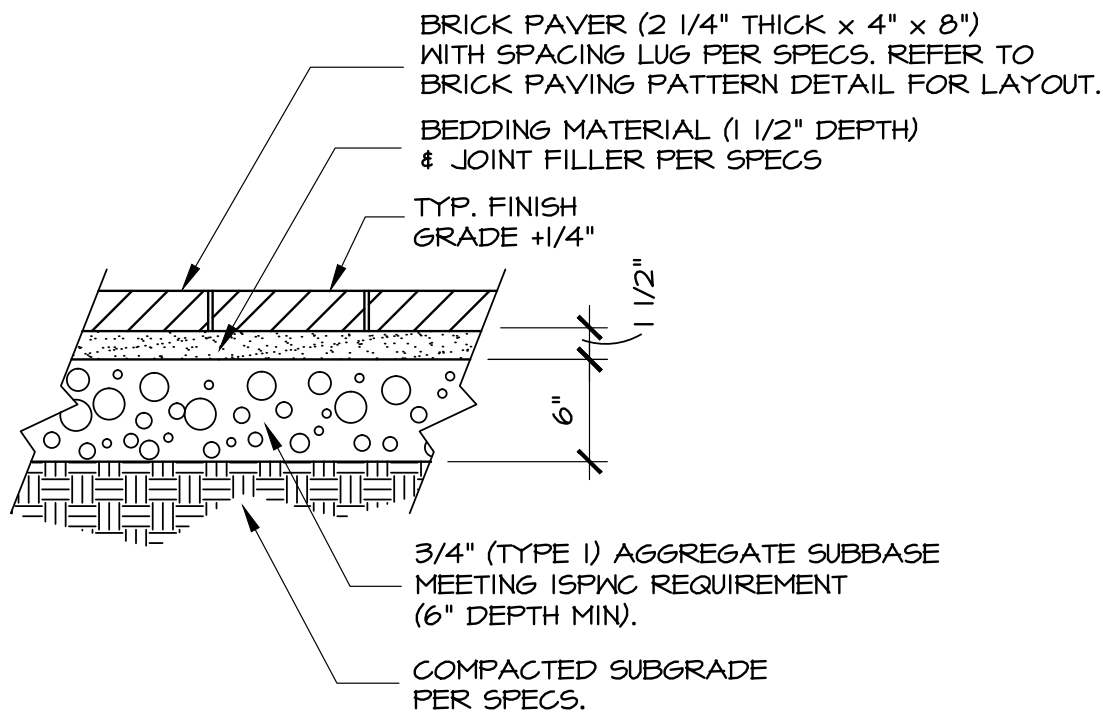
Bedding Material:

Spread a 1" layer of bedding material evenly over the area to be paved and thoroughly water-settle it into the base course. Add material where necessary and achieve 95 percent compaction, to specified lines and grades, less the paver thickness, plus 1/4". Apply a thin layer of bedding material evenly over the area to be paved in preparation for placing the brick. Level bedding material with a screed to specified lines and grades. Under no circumstances should final material bedding be compacted or walked upon after screeding.

Laying Pavers:

Verify paving pattern prior to proceeding. Lay pavers from inside curb face, parallel, toward building face. Make final brick cuts at building face. Maintain continuous protection of surface from pedestrian traffic until joint filler application in complete. Fill edge gaps with standard edge pieces or with pavers cut to fit. The pavers shall be cut to a straight even surface without cracks or chips. Joints or gaps shall not exceed 1/8". Evenly brush joint filler over entire surface. Mechanically vibrate the surface with a plate vibrator. Use plywood sheeting to protect brick. After vibration the brick surface shall be true to grade, plus 1/4", and shall not vary by more than 1/8" when tested with a 3' straight edge at any location on the surface. Brush joint filler over surface once again, and then brush away and remove excess sand until site is left clean.

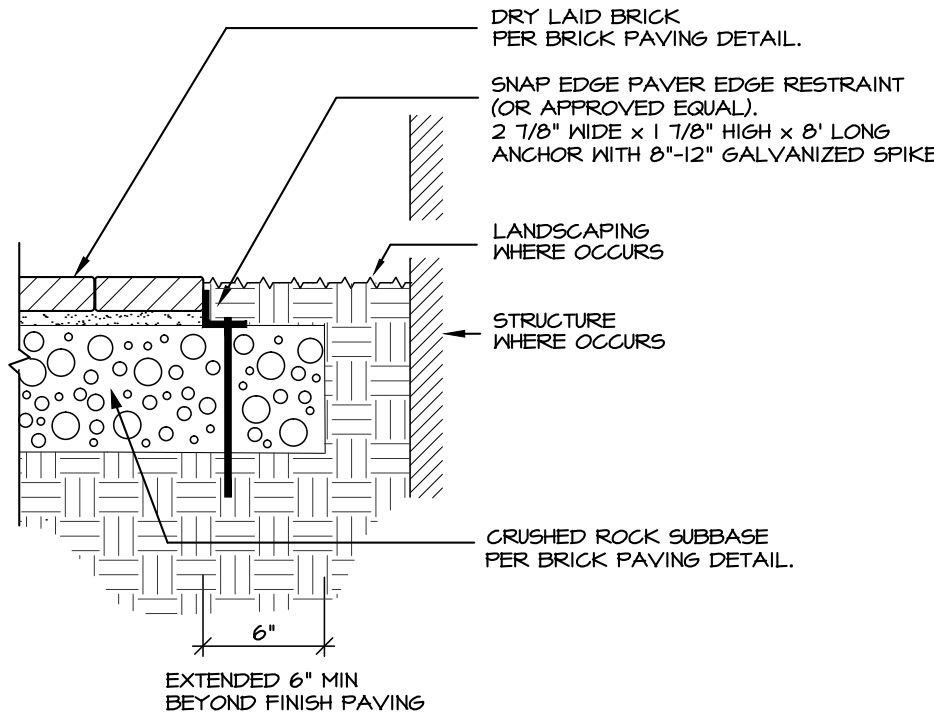
Optional permeable paver installation in furnishing zone to be determined on a specific site basis; subject to approval by ACHD and may require a geotechnical investigation. Permeable Pavers to be installed per Interlocking Concrete Pavement Institute (ICPI) Tech Spec 18 - Construction of Permeable Interlocking Concrete Pavement Systems Specifications and Standards



BRICK AT TRAFFIC RATED SIDEWALK SECTIONS TO
BE MORTARED IN PLACE ON 6" CONCRETE SLAB

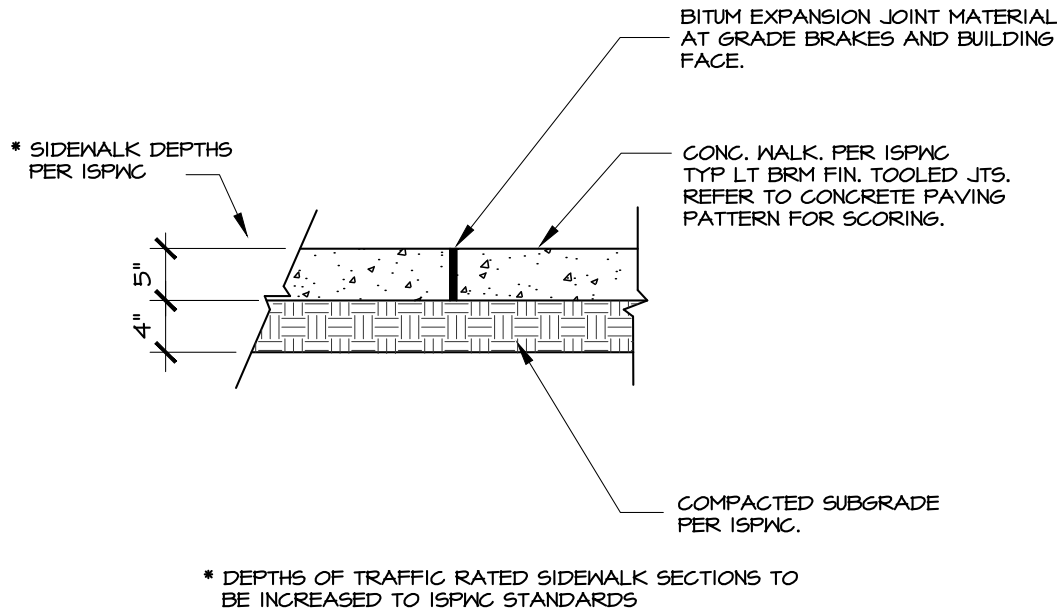
SIDEWALK DRY LAID BRICK PAVING

NOT TO SCALE



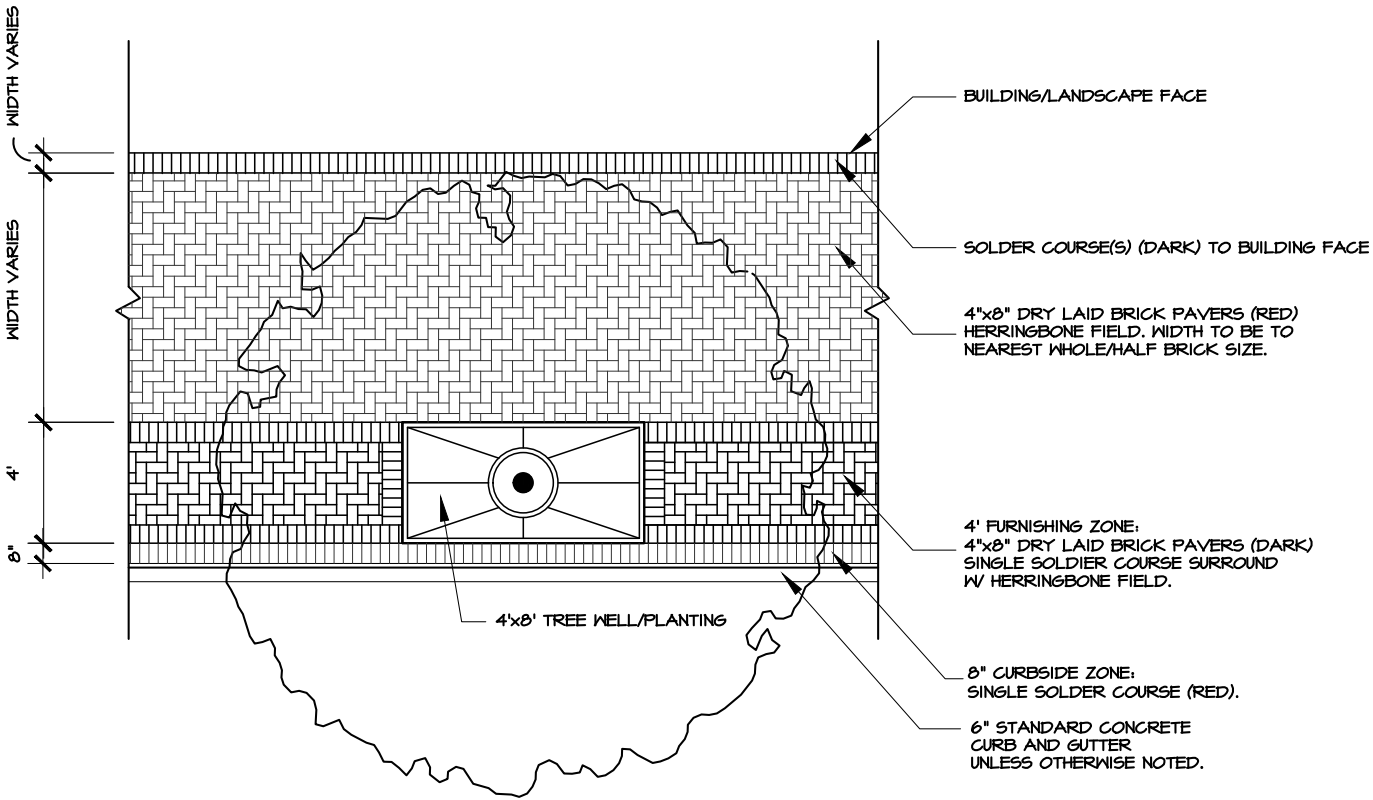
DRY LAID BRICK EDGING

NOT TO SCALE

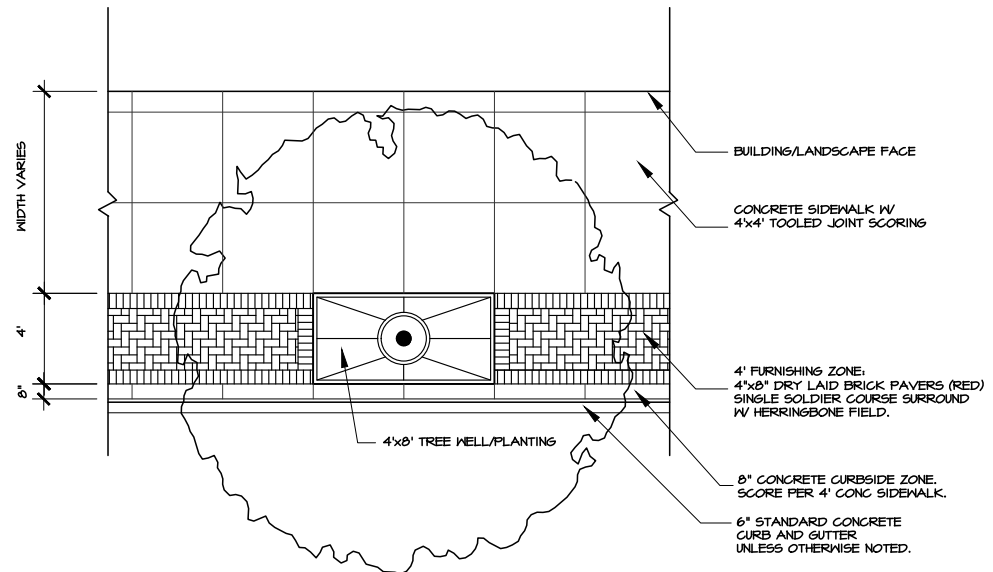


SIDEWALK CONCRETE PAVING

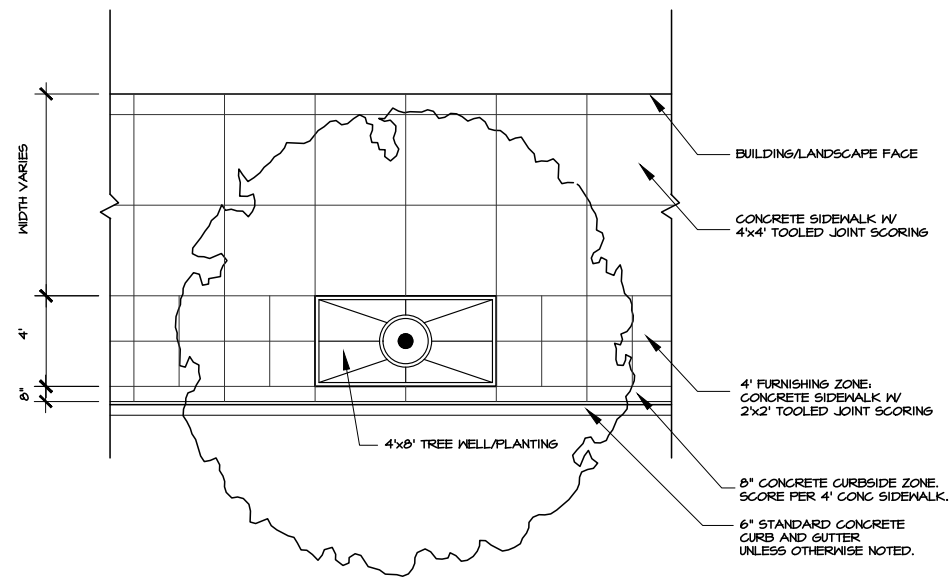
NOT TO SCALE



URBAN BRICK PAVING PATTERN
NOT TO SCALE



URBAN BRICK/CONCRETE PAVING PATTERN
NOT TO SCALE



URBAN CONCRETE PAVING PATTERN
NOT TO SCALE

Streetscape designs are to incorporate a suspended paving system. Suspended paving systems, also referred to as Stormwater Tree Cells, provide uncompacted subsurface soil to support healthy tree canopies and essential area within the right-of-way for stormwater collection in the urban environment.

Suspended paving systems should be designed to incorporate stormwater capture except where basements, vaults, or similar structures would create concerns with infiltrating stormwater. Where stormwater capture is a component of the suspended paving system, it should be designed to meet the performance standards set forth by ACHD and Boise City Public Works.

Basis for Design:

SUSPENDED PAVING SYSTEM ORDER INFORMATION:

DeepRoot Silva Cells 1-800-458-7668. Designed and installed per manufacturer’s recommendations. Uncompacted soil volumes to be 500 cubic feet minimum per tree, or as required for stormwater management. Provide drip irrigation to cover entire modular suspended paving system. Optimal design to install suspended paving systems in a continuous fashion to provide shared soil volumes for street tree plantings to the greatest extent practicable. Soils to be per ACHD Bioretention Soil Media specifications. Coordinate drawings with ACHD to incorporate stormwater management into system.

Equivalent may be substituted as approved by Boise City and ACHD.



Bioretention Planter Example



Bioretention Swale or Bio-Swale Example

GREEN STREET OPTION

Bioretention planters and bioswales are an acceptable alternative to a conventional tree lawn or landscape strip. Bioretention facilities help to treat stormwater runoff from the street and adjacent areas, thereby reducing pollutant discharge into the Boise River and providing street trees with some of the water they need. Bioretention facilities require different design from conventional tree lawns, including special soils and tree selection. Contact ACHD at (208) 387-6170 for details.

DEFINITIONS:

BIORETENTION PLANTERS have vertical sidewalls and are often narrow and rectangular in shape. The walls allow bioretention planters to maximize the amount of stormwater retained within a small footprint. These facilities promote infiltration, storage, filtration, and attenuation of peak flows and volumes generated by specified storm events. The soil mix and plant species can be designed to remove targeted pollutants from stormwater.

BIORETENTION SWALES or BIO-SWALES are long, fairly shallow depressions that often use a curved or sinuous form to convey and slow water. They have a porous filter medium (usually soil-based) and are planted with native or non-native grasses and other vegetation. They work to treat stormwater by slowing and infiltrating flow and create an environment for plant uptake of pollutants. They enhance landscape aesthetics.

Street trees are selected to provide visual continuity along a single block face by using the same species. When planting new street trees, the trees should be the same species, of a similar caliper (trunk size), and placed at a consistent and even spacing with in the block face. When replacing a sick or dead tree, the new tree should be the same species of the other street trees on the block unless otherwise specified, and it should be the largest caliper appropriate to facilitate continuity along the block face. Consult Boise City Community Forestry for tree species and before you plant, prune, or remove a tree, (208) 608-7700.

Grates shall be natural finish without powdercoating or paint. Grates shall meet ADA standards. In some cases, 6'x6' cast iron tree grates might be required to match existing.

Trees planted in tree well locations are to be incorporated with the suspended paving systems unless otherwise approved. See page 26 for Suspended Paving System description.

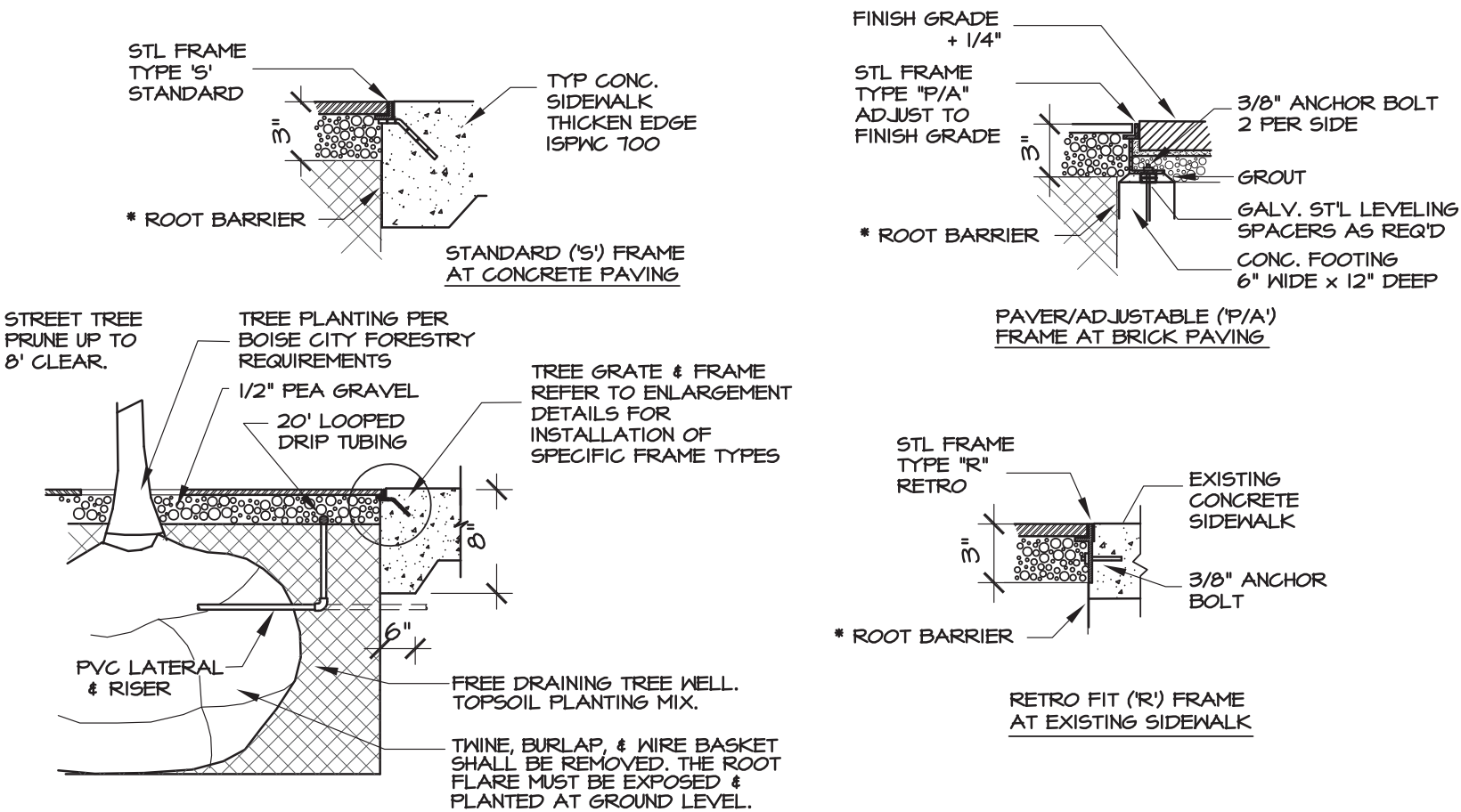
Basis for Design:

TREE GRATE AND FRAME ORDER INFORMATION:

4' x 8' tree grates and frames. To be “Kiva” cast iron with natural raw finish by Urban Accessories. ADA compliant. Frames to be specified per surrounding paving type. All frames to have cross bars for frame support. Regional representative is Northwest Recreation, (877) 248-7770.

West End Tree Grates to be approved by Boise City.

Equivalent may be substituted as approved by Boise City.



* INSTALL BIOBARRIER ROOT BARRIER (OR APPROVED EQUAL) THAT EXTENDS 18" BELOW THE SUB GRADE ON THE SIDEWALK SIDE AND 24" BELOW THE SUB GRADE ON THE CURB SIDE.

4'x8' TREE GRATES AND FRAMES TO BE 'KIVA' CAST IRON WITH NATURAL RAW FINISH BY URBAN ACCESSORIES (OR EQUIVALENT AS APPROVED BY BOISE CITY). ADA COMPLIANT. FRAMES TO BE SPECIFIED PER SURROUNDING PAVING TYPE. ALL FRAMES TO HAVE CROSS BARS FOR FRAME SUPPORT.

CONTACT BOISE CITY FORESTRY (208) 608-7700 PRIOR TO PLANTING TO OBTAIN TREE PLANTING METHOD APPROVAL.

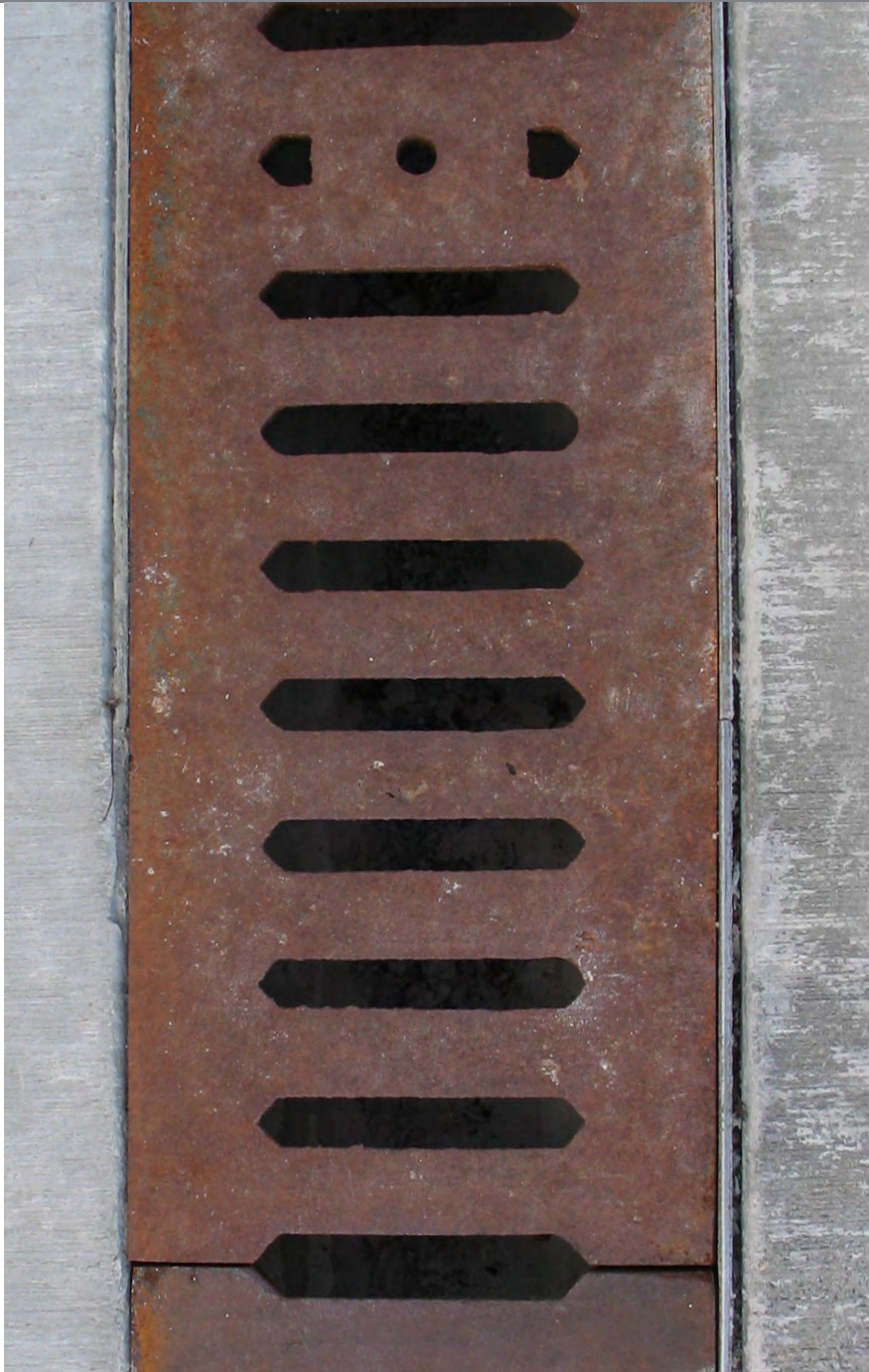
TREE WELL LOCATIONS TO BE INCORPORATED WITH THE SUSPENDED PAVING SYSTEMS UNLESS OTHERWISE APPROVED. REFER TO SUSPENDED PAVING SYSTEM DESCRIPTION FOR ADDITIONAL INFORMATION.

TREE WELL SECTION

NOT TO SCALE

Trench grates may be used for trench drains that extend across sidewalk from building face to curb where other means of discharge conveyance, such as a direct pipe connection, are not feasible. These grates should be cast iron in the “RC” pattern, as manufactured by Urban Accessories.

Other trench grates may be approved by Boise City.



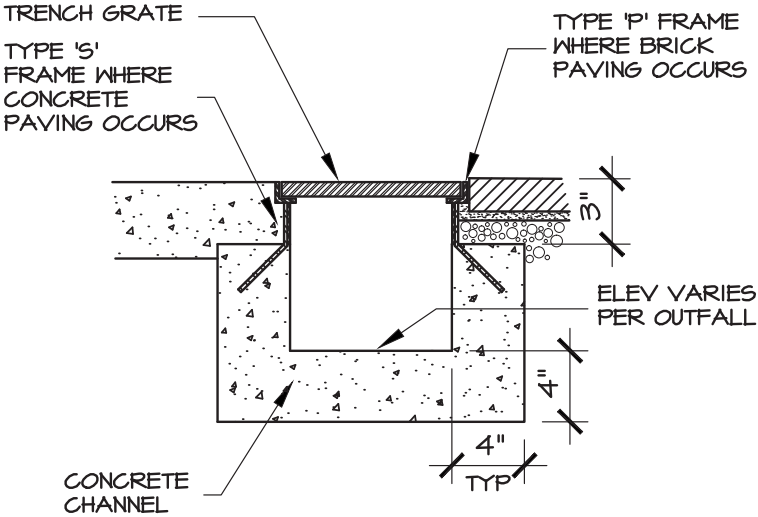
Basis for Design:

TREE GRATE ORDER INFORMATION:

All trench grates to be ‘RC’ pattern. Grate and frame to be cast iron in natural raw finish by Urban Accessories. ADA compliant. Width as required for proper water flow. Frames to be specified per surrounding paving type. Regional representative is Northwest Recreation, (877) 248-7770

West End Trench Grates to be approved by Boise City.

Equivalent may be substituted as approved by Boise City.



ALL TRENCH GRATES TO BE 'RC' PATTERN. GRATE & FRAME TO BE CAST IRON IN NATURAL RAW FINISH BY URBAN ACCESSORIES (OR APPROVED EQUIVALENT AS APPROVED BY BOISE CITY). WIDTH AS REQUIRED FOR PROPER WATER FLOW. FRAMES TO BE SPECIFIED PER SURROUNDING PAVING TYPE.

INSTALL GRATE FRAME WITH FLAT BAR RETAINER AT THE END OF THE TRENCH DRAIN AT THE CURB. IF FRAME DOES NOT HAVE STOP BAR, WELD STEEL FLAT BAR RETAINER TO END OF GRATE FRAME AT CURB.

TRENCH DRAIN AND GRATE

NOT TO SCALE

Historic Streetlight

Streetcape Specifications

Historic Streetlights to be placed centrally in the furnishing zone, and location and spacing shall be approximately 56'-64' apart (or as approved by Boise City Public Works Department) and in same alignment as trees. Lights to be centered between trees and conflicts with trees should be avoided. Historic Boise cast aluminum light poles with duplex outlets to be used. Provide separate 110v circuit for duplex outlet located at the top of luminaire.

Historic lights shall be equipped with a fixed top bracket, bolt-on banner arm, and lower eyelet. The banner arm shall be located 4" below top of pole and eyelet placed 51" below the arm, generally perpendicular to and facing the sidewalk. Some exceptions can be made for trees and other interfering infrastructure.

- All metal shall be powder coated green RAL 6009.
- Contact the Boise Public Works Municipal Lighting Technician at (208) 384-3900 for approval from Boise City.
- Contact the Downtown Boise Association (DBA) at (208) 385-7300 to learn more about the 24X50" banner program.

HISTORIC STREETLIGHT ORDER INFORMATION:

Use the following link: <http://publicworks.cityofboise.org/development-permits-or-requirements/> and select "Street Light Design Standards" or "Street Light Design Checklist".



West End Streetlight

Streetscape Specifications

West End streetlights to be placed centrally in the furnishing zone and location and spacing shall be approximately 56'-64' apart (or as approved by Boise City Public Works Department), and in same alignment as trees. Lights to be centered between trees and conflicts with trees should be avoided.

Contact Boise Public Works Municipal Lighting Technician at (208) 384-3900 for approval from Boise City.

Basis for Design:

WEST END STREETLIGHT ORDER INFORMATION:

Antique Street Lamps 1-800-410-8899

EPAX Eurotique Aluminum Pole Series. 12' Ht, 4" dia shaft, Tenon for Arm
EAL4, Natural Aluminum Finish. EPAX 12 S4 3-3/8T8 DNA

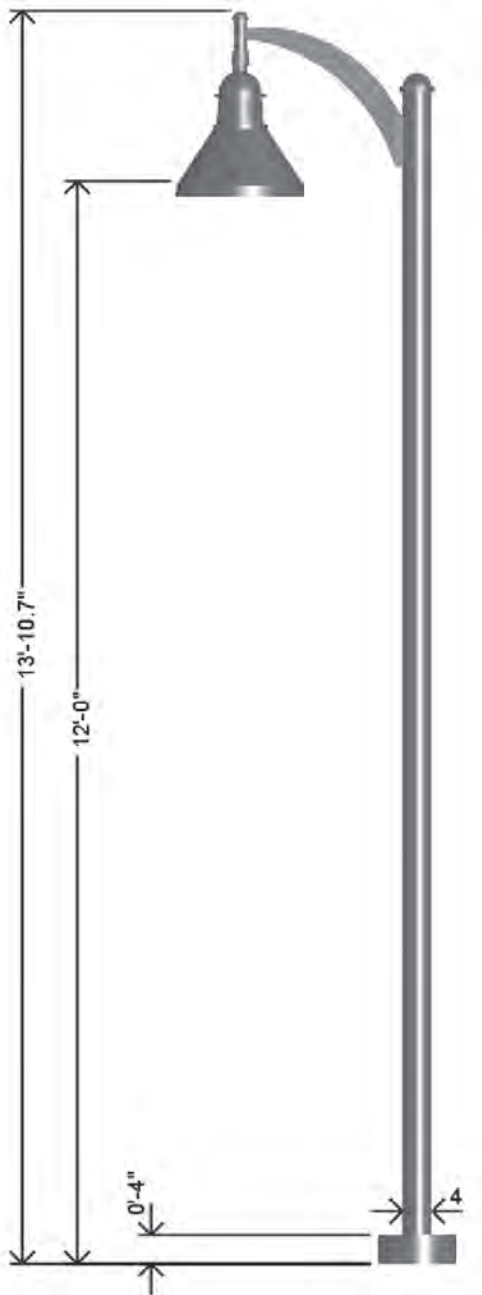
Eurotique Arms, One Luminaires, Natural Aluminum Finish

EAL4/1 DNA

Munich Pendant LED, Ringed Ballast Housing, 49 LED 350MA Source & Wattage, 4K Color Temp,

Glass- Clear Flat Lens, MVOLT Voltage, Type III Distribution, with Surge Protection Device, Natural Aluminum Finish

EML17 RT 49LED350MA 4K GCF MVOLT R3 SPD DNA



Public art is an art installation in the right-of-way or a public easement funded and/or maintained by a public agency. Public art enhances the downtown environment, offers social and educational opportunities, and promotes tourism. It can also be used to celebrate local artists and discourage vandalism. Capital City Development Corporation (CCDC) funds public art downtown on an ongoing basis, including standalone installations, installations with streetscape improvements, and innovative programs such as the traffic box art wraps.

Developers may propose a public art installation as an alternative component of a streetscape project. Any public art installation is subject to approval by Boise City (Arts & History and Planning & Development Services). Reimbursement by CCDC for a public art installation is subject to approval of a formal participation agreement by the CCDC Board, usually considered after the necessary approvals have been granted by the city. Art must be dedicated to the public prior to the granting of reimbursement by CCDC or the maintenance is undertaken by the city. A developer considering incorporating a public art installation as part of a streetscape improvement downtown should contact Boise City Department of Arts & History, (208) 433-5670 as early in the process as possible.



Bench

Situational Furnishings

Benches are used in various configurations in the pedestrian furnishing zone. The typical length for benches is 4'. Lengths greater than 4' shall not be used without intermediate armrests or Boise City approval.

Benches have cast iron ends with wooden slats. All wood must be smooth finished and treated with Minwax Red Mahogany stain and penetrating sealer. A wood alternative for the slats may be used with approval from Boise City.

Location in the furnishing zone shall be as approved by Boise City or as shown on a streetscape plan approved by Boise City.

Surface mount with 1/2" x 2" expansion bolts.



Basis for Design:

BENCH ORDER INFORMATION:

4 foot length, cast iron with wooden or recycled slats color - walnut . “Model C-10” by Victor Stanley, Inc., Dunkirk, MA, (301) 855-8300. Color RAL 6009.

Equivalent may be substituted as approved by Boise City.

West End Bench

Situational Furnishings



Benches are used in various configurations in the pedestrian furnishing zone. The typical length for benches shall be 4' . Lengths greater than 4' shall not be used without intermediate armrests.

Location in the furnishing zone shall be as approved by Boise City or as shown on a streetscape plan approved by Boise City.

Surface mount with 1/2" x 2" expansion bolts.

Basis for Design:

WEST END BENCH ORDER INFORMATION:

4' or 6' Schenley bench with back. 6' to have center arm. Keystone Ridge 1-800-284-8208. Color to be Silver. Bolt in place.

Equivalent may be substituted as approved by Boise City.

Litter Receptacle

Situational Furnishings

Litter receptacles should be placed near seating areas and street corners where there is a high volume of pedestrian traffic. Location in the furnishing zone shall be as approved by Boise City or as shown on a streetscape plan approved by Boise City.

Basis for Design:

LITTER RECEPTACLE ORDER INFORMATION:

Chase Park model, side opening, with 36 gallon black polyethylene liner by Landscape Forms, Kalamazoo, MI. (800) 521-2546. Powdercoat color Ivy AG with graffiti resistant clearcoat. Surface mount with 3/8” anchor bolts (provided).

Equivalent may be substituted as approved by Boise City.



West End Litter Receptacle

Situational Furnishings

Litter receptacles should be placed near seating areas and street corners where there is a high volume of pedestrian traffic. Location in the furnishing zone shall be as approved by Boise City or as shown on a streetscape plan approved by Boise City.

Basis for Design:

WEST END LITTER RECEPTACLE ORDER INFORMATION:

Chase Park model, side opening, with 36 gallon black polyethylene liner by Landscape Forms, Kalamazoo, MI. (800) 521-2546. Powdercoat color Silver AG with graffiti resistant clearcoat. Surface mount with 3/8” anchor bolts (provided).

Equivalent may be substituted as approved by Boise City.



Bicycle racks should be located in the pedestrian furnishings zone at locations throughout areas which attract cyclists. Bike racks should be a “single bend”. Location in the furnishing zone shall be as approved by Boise City or as shown on a streetscape plan approved by Boise City.

Bike racks within the 4’ wide furnishing zone are to be placed parallel with the adjacent street. In areas where furnishing zone may be 6’ or wider and outside of the pedestrian zone, bike racks may be placed perpendicular with the adjacent street.

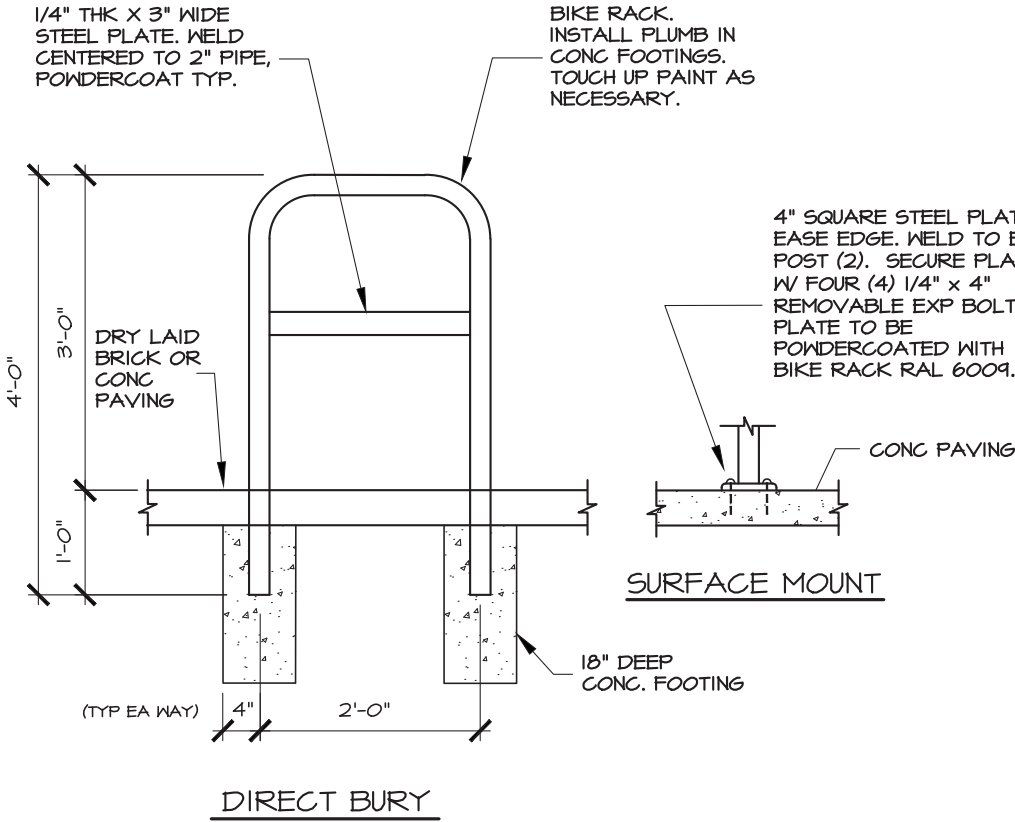
Basis for Design:

BIKE RACK ORDER INFORMATION:

‘Single Bend’ bike rack. From KB Fabrication and Welding Inc.
(208) 898-9353. Color RAL 6009.

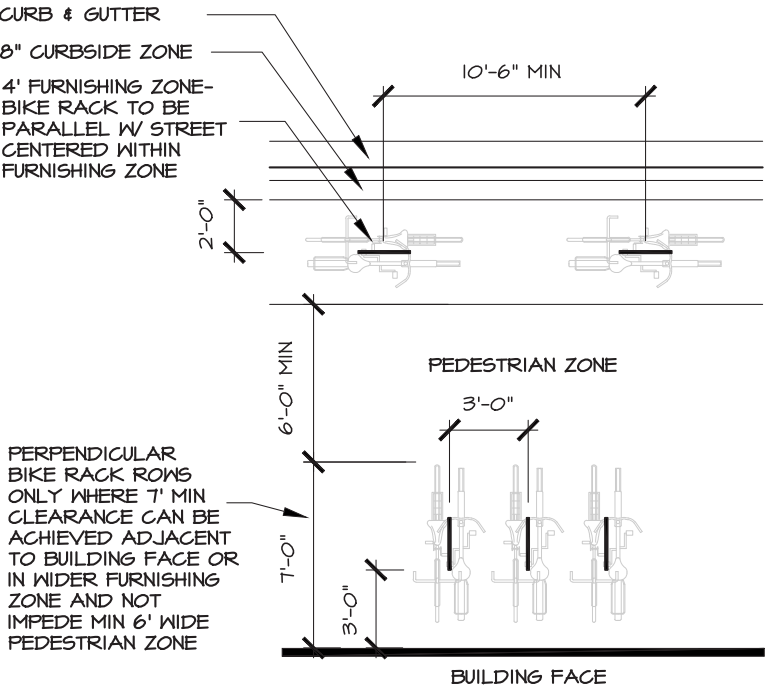
West End Bike Rack to be same style: Finish to be galvanized

Equivalentent may be substituted as approved by Boise City.



BIKE RACK

NOT TO SCALE



BIKE RACK SPACING

NOT TO SCALE

Bike Corral

Bicycle corrals are multi-bike parking structures which are placed in a standard parking space next to a sidewalk and curb. The advantages of corrals are that they can hold up to 20 bicycles in areas where there is high demand for bike parking, they free up valuable sidewalk space, and they are typically situated in highly visible areas so as to discourage theft and vandalism. The corrals are made locally and can be easily moved as the need arises.

Capital City Development Corporation (CCDC) will consider requests to provide and install bike corrals on a case by case basis. Requests should be submitted in writing from property owners, businesses, and/or residents adjacent to the proposed corral site. Location of corrals are subject to approval by Boise City and ACHD.

Basis for Design:

BIKE CORRAL ORDER INFORMATION:

Contact CCDC, (208) 384-4264 for order information.

Color RAL 6009.

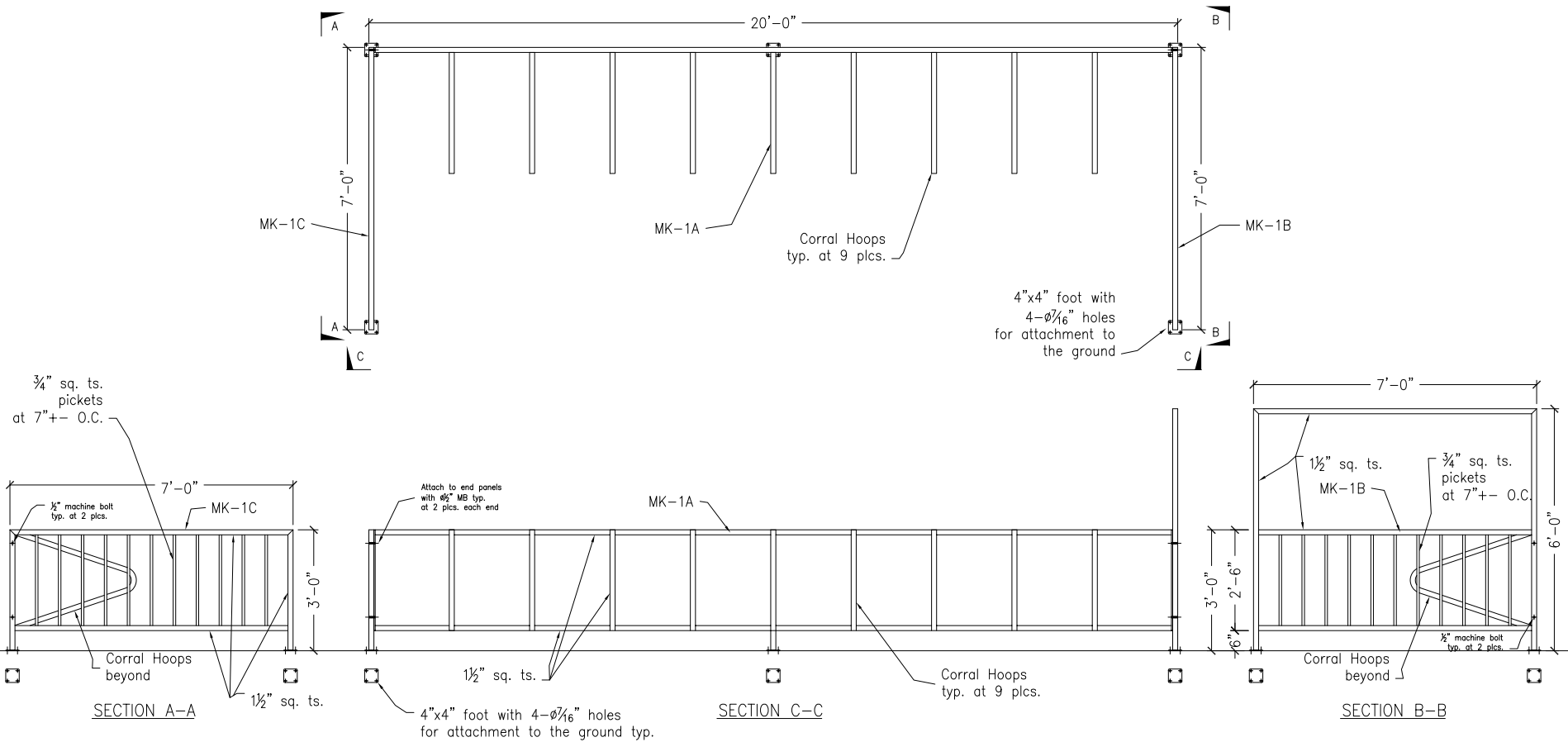
Equivalent may be substituted as approved by Boise City.

Situational Furnishings



Bike Corral

Situational Furnishings



Movable planters shall be 3’ in diameter and 17” high or as approved by Boise City. Location in the furnishing zone and spacing shall be as approved by Boise City or as shown on a streetscape plan approved by Boise City.

The Downtown Boise Association (DBA) manages the flower program for the downtown Boise business improvement district (South of State Street, north of Myrtle Street, east of 13th and west of 5th Street). Planters are filled with flowers from May through early November and are funded by the Business Improvement District assessments after the first year’s assessments are paid by the property owner.

Contact the DBA for details about flower planting program, (208) 385-7300.

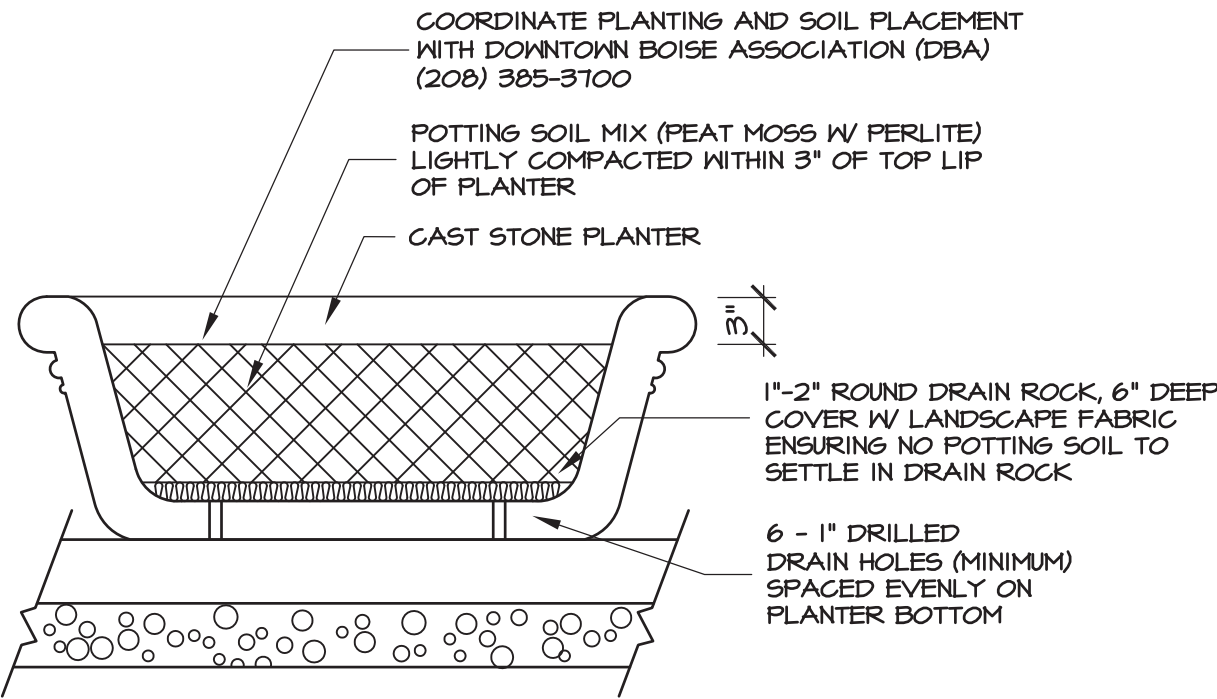
Basis for Design:

MOVABLE PLANTER ORDER INFORMATION:

Standard 3’ round x 17” height cast stone planter by Idaho Precast Concrete, Nampa, ID (208) 461-6300.

West End Movable Planter to be approved by Boise City.

Equivalent may be substituted as approved by Boise City.



3-FOOT ROUND x 17-INCH HEIGHT CAST STONE PLANTER.
BY IDAHO PRECAST CONCRETE, NAMPA, ID (208) 461-6300.
OR EQUIVALENT AS APPROVED BY BOISE CITY.

MOVABLE PLANTER

NOT TO SCALE

Tree Guard

Situational Furnishings

Tree guards are purchased by CCDC and installed on new trees in high pedestrian and bike traffic areas to protect the trees from bikes and vandalism until they are established.

Contact CCDC, (208) 384-4264 for installation.

Basis for Design:

TREE GUARD ORDER INFORMATION:

RR model tree guard by Urban Accessories, Tacoma, Washington. Color to be RAL 6009. Regional representative is Northwest Recreation, (877) 248-7770.



Table

Situational Furnishings

Tables are used in strategic locations to enhance the urban experience. Boise City to approve location and layout.

Basis for Design:

TABLE ORDER INFORMATION:

Steelsites Series SPCT-30 Steel Square Cafe Table (30”) and FTRS-24 Steel Scroll Seats (24” wide) without backs, RAL 6009, surface or in ground mount. Victor Stanley (301) 855-8300.

West End Table to be approved by Boise City.

Equivalent may be substituted as approved by Boise City.



Bollards should be used to define special areas and to enhance pedestrian safety at vehicular crossings. They may also be used along the curbside edges of sidewalks on high volume streets to promote a greater sense of safety for pedestrians.

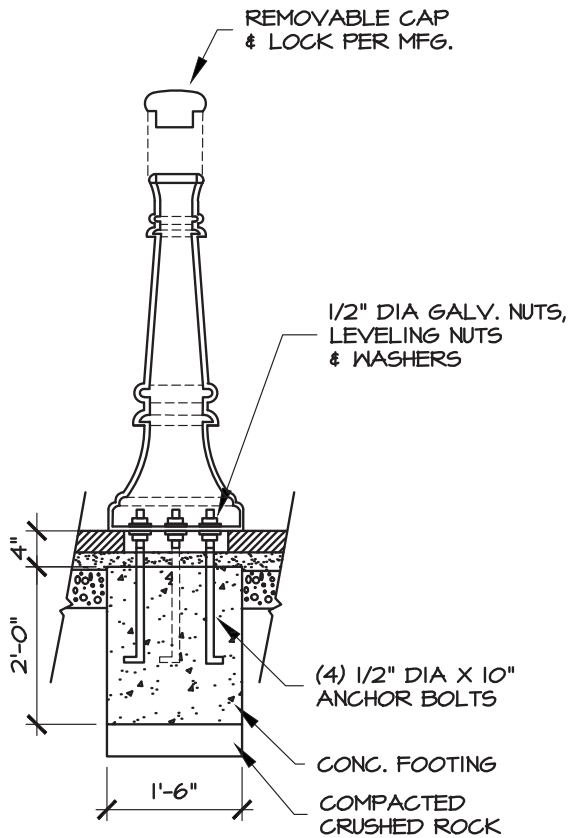
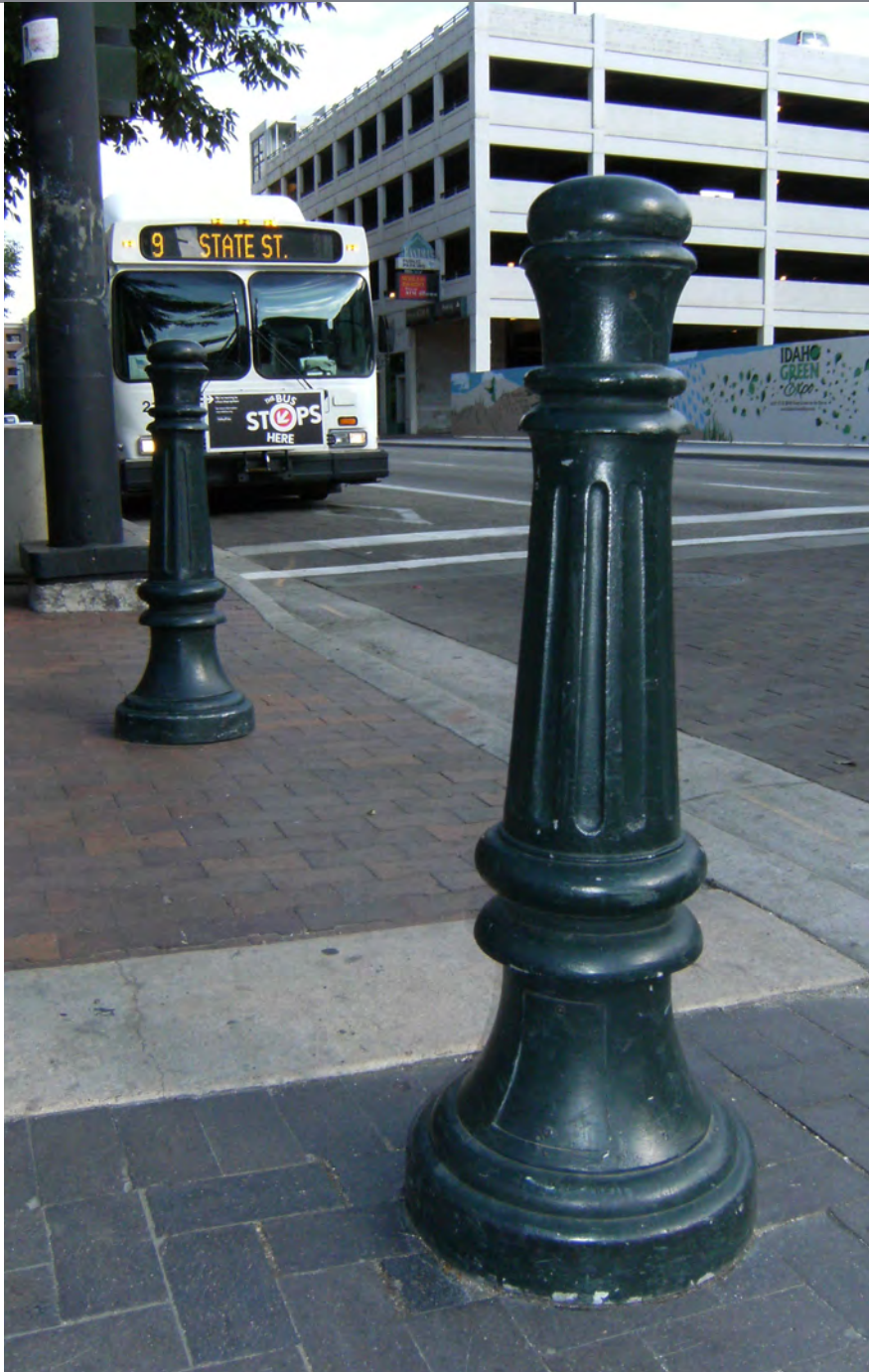
Basis for Design:

BOLLARD ORDER INFORMATION:

1890 Series cast iron fixed and removable bollard by Canturbury International, Los Angeles, CA (800) 935-7111. Color RAL 6009.

West End Bollard to be approved by Boise City.

Equivalent may be substituted as approved by Boise City.



BOLLARD: 1890 SERIES CAST IRON FIXED AND REMOVABLE BOLLARD BY CANTURBURY INTERNATIONAL, SHERMAN OAKS, CA (800) 935-7111.

BOLLARD

NOT TO SCALE

Transit Shelter

Situational Furnishings

The design standard for the transit shelters that are located in the Downtown Boise Transit Mall was revised in 2009 and replaces the original design standard established in 1986.

The same design standard should be used for transit shelters in the downtown area. Placement and installation are approved by Valley Regional Transit.

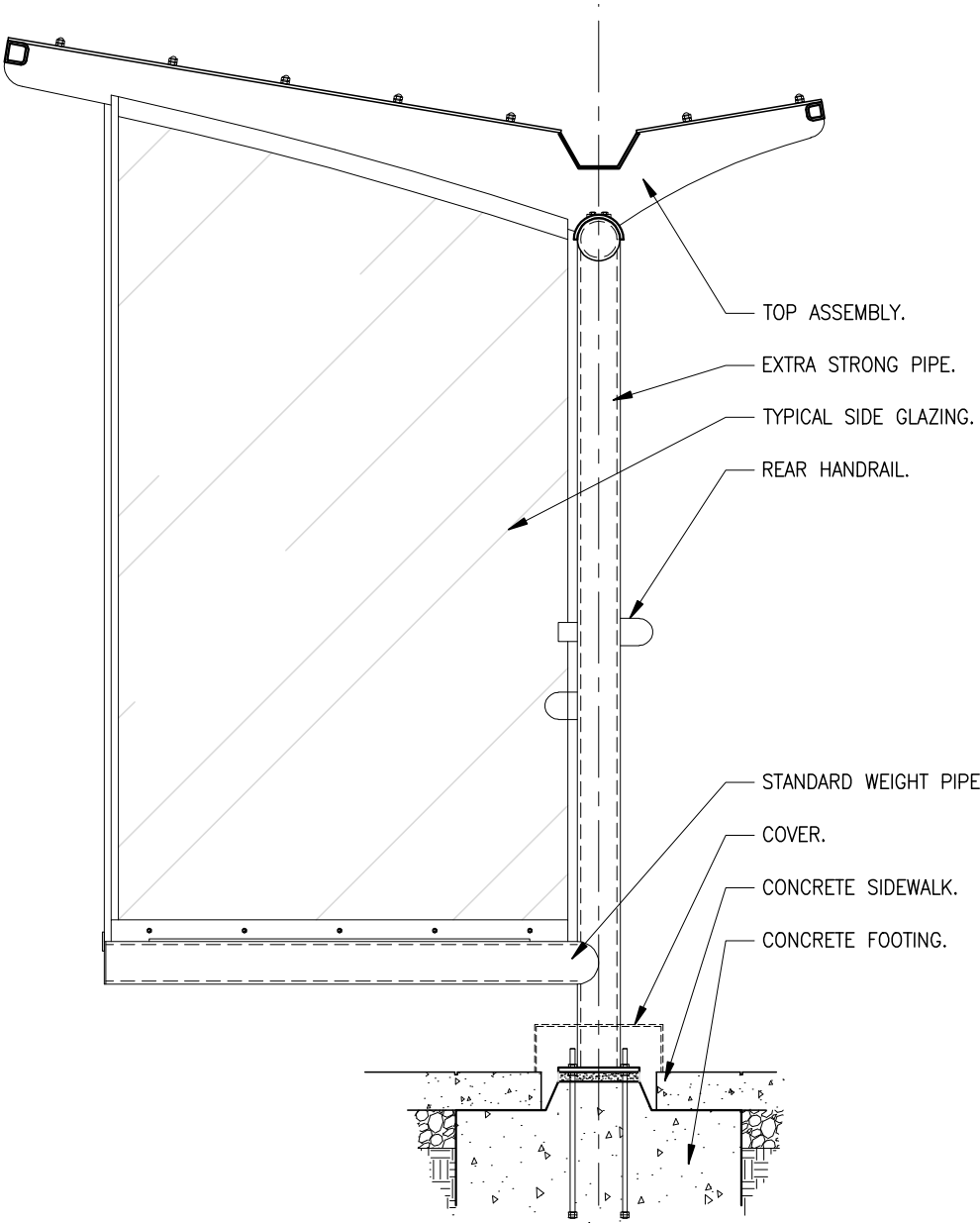


TRANSIT SHELTER ORDER INFORMATION:

Contact Valley Regional Transit, (208) 258-2705.

Transit Shelter

Situational Furnishings



Refer to Valley Regional Transit Bus Stop Location and Transit Amenities Development Guidelines for transit shelter requirements and details.

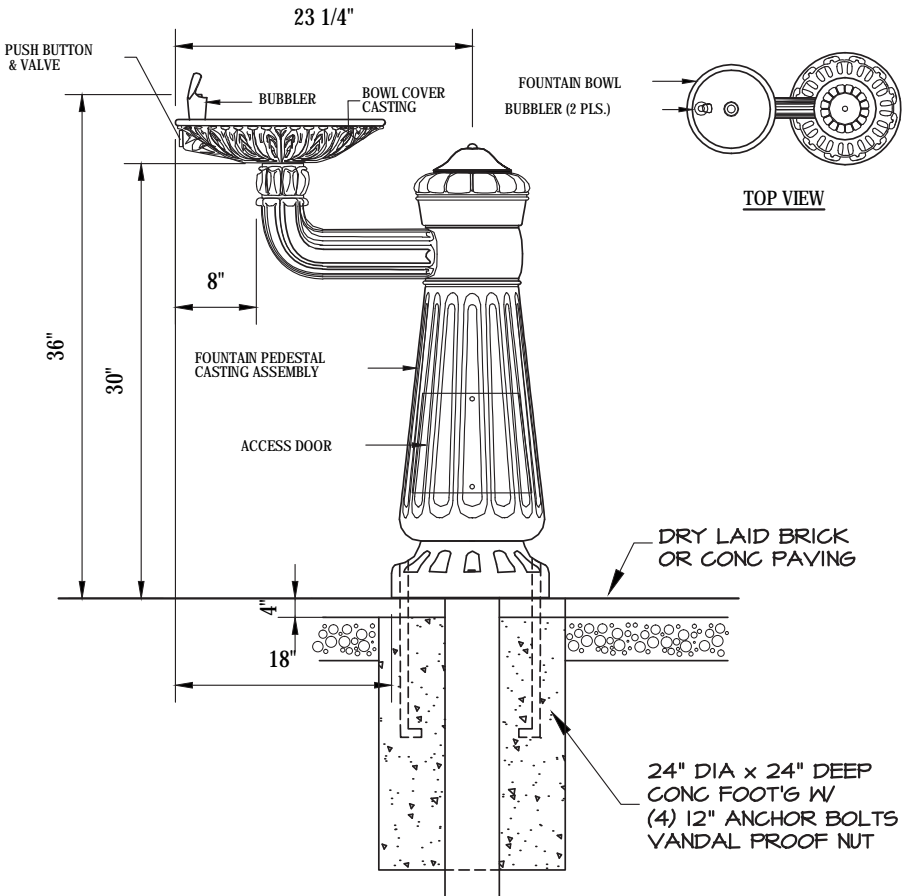
Drinking fountains should be used in the pedestrian furnishings zone in areas of high pedestrian activity.

Basis for Design:

DRINKING FOUNTAIN ORDER INFORMATION:

Domestic water hookup and freeze-proof installation per manufacturer details and prevailing code.

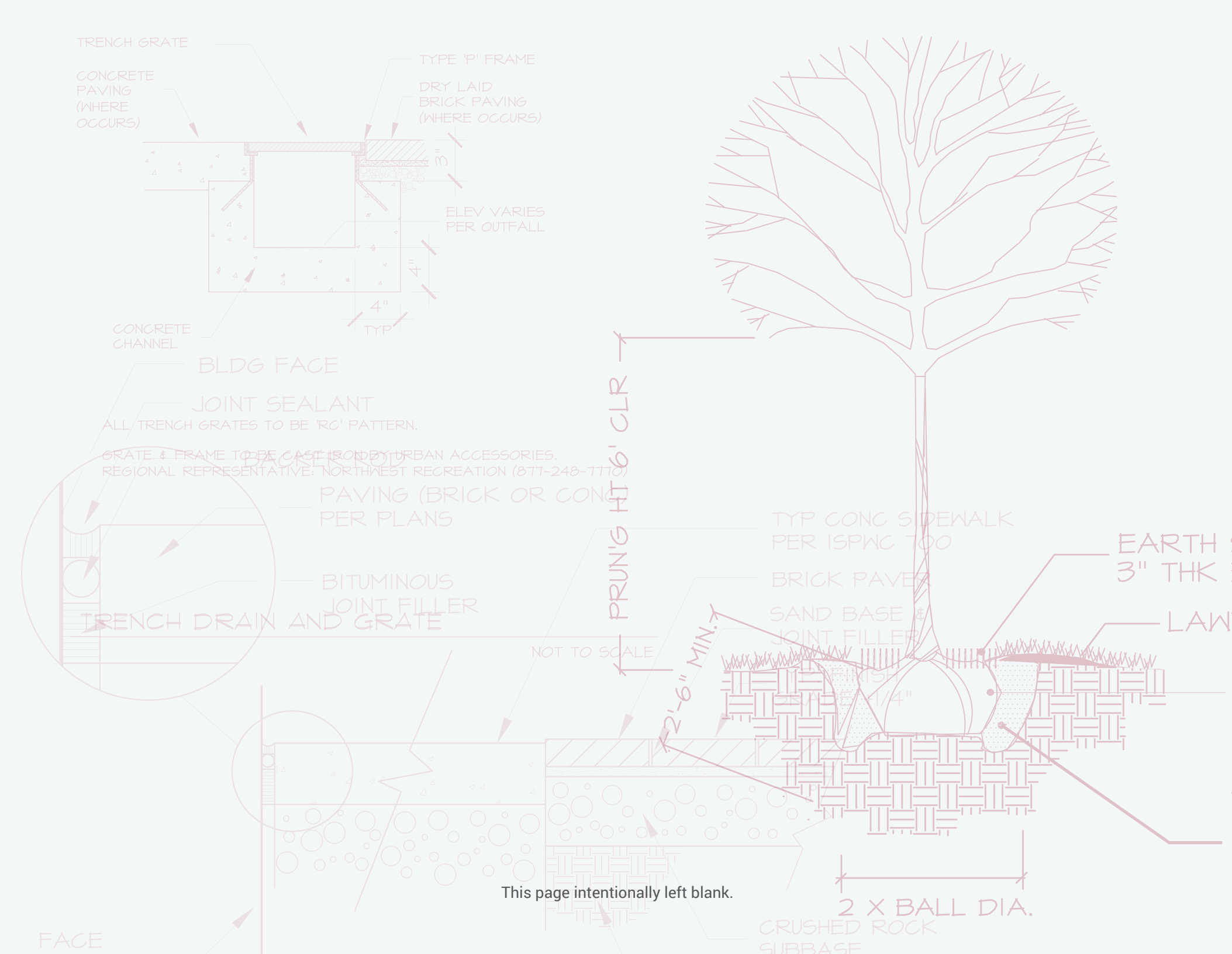
Equivalent may be substituted as approved by Boise City.



- NOTES:
1. DRINKING FOUNTAIN WITH CAST IRON PEDESTAL TO BE MODEL 1890 BY CANTERBURY INTERNATIONAL (800) 935-7111. PAINT RAL 6009.
 2. PROVIDE/INSTALL APPROVED FREEZEPROOF STOP & WASTE AND ALL SUPPLY & DRAIN PER I.S.P.W.C.

DRINKING FOUNTAIN

NOT TO SCALE



STEP 4

Find the Quality Control Standards & Conditions for Your Streetscape Project

All construction on streetscape projects shall conform to current Idaho Standards For Public Works Construction (ISPWC), Ada County Highway District's Standard Supplemental Specifications and Standard Drawings, the City of Boise's Supplemental Standard Specifications, and Valley Regional Transit's Bus Stop Location and Transit Amenities Development Guidelines.

The Streetscape Project shall be constructed in accordance with the overall City of Boise infrastructure plans, policies, and design standards and with this Downtown Boise Streetscape Standards Manual.

CONSTRUCTION COORDINATION

- The Developer shall schedule and attend:
 - » The Contractor shall coordinate construction with CenturyLink, United Water Idaho, Boise City Public Works Department, ACHD (signal interconnect), Idaho Power Company, and Intermountain Gas Company. Extreme care must be maintained when working in the vicinity of utility lines. The Contractor shall retain and protect all utilities, including electrical facilities, within the project limits not specifically identified for abandonment or relocation.
 - » The Contractor shall coordinate with these utilities, with ACHD and/or ITD, and their contractors as applies and Valley Regional Transit as needed, and keep them informed of the schedule and any pertinent changes.
- Working Hour Traffic
 - » Avoid disturbance of rush hour traffic between 7-9am and 4-6pm on all fronting streets.
 - » The Contractor will be required to obtain Right-Of-Way Permits from Ada County Highway District (ACHD) and/ or Idaho Transportation Department (ITD) if needed. Contractor shall coordinate all work on active transit routes with Valley Regional Transit (VRT) through the construction schedule.

CONTACT INFORMATION

CCDC Participation Program	Capital City Development Corp. (208) 384-4264
Streetlight Coordination	Boise City Public Works Dept. Municipal Lighting Technician (208) 384-3900 / 388-4719
Parking Meter Coordination	Boise City Parking Control (208) 384-3700
Street Tree Coordination	Boise City Community Forestry (208) 608-7700 bpr@cityofboise.org
Movable Planter Coordination	Downtown Boise Association (208) 385-3700
Transit Stops and Shelters	Valley Regional Transit (208) 258-2705
Fire Hydrants	Boise City Fire Department (208) 570-6500
Work within Rights-of-Way	Ada County Highway District Development Services Dept. (208) 387-6170
Telephone	CenturyLink Communications (208) 385-2903
Electric	Idaho Power Company (208) 388-6320
Gas	Intermountain Gas Company (208) 377-6846 customerservice@intgas.com
Water Service, Valves	United Water Idaho (208) 362-7355 / 362-7329

CONSTRUCTION SCHEDULE

- In order to minimize impacts on existing businesses under renovation the Contractor shall conduct his operation to meet the following schedule restrictions:
- The Contractor shall restrict parking space closure to four spaces at any given time and only as authorized by Boise City, (208) 384-3700.
 - Projects Administered by a Developer: The Contractor and construction operation shall not prevent access to occupied businesses during business hours. Pedestrian access shall be provided to business during business hours, and in a safe direct manner at all times during construction. If it is necessary to interrupt access to any business, the Contractor shall coordinate as necessary with the affected business and the developer.
 - Projects Administered by CCDC: The Contractor and construction operation shall not prevent access to occupied businesses during business hours. Pedestrian access shall be provided to business during business hours, and in a safe direct manner at all times during construction. If it is necessary to interrupt access to any business, the Contractor shall obtain written permission from the affected business, and notify the CCDC Project Manager, (208) 384-4264.

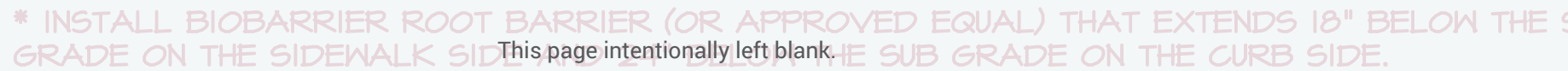
- The Contractor is responsible for paying for storage facilities during construction.
- It is the Contractor’s responsibility for material pickup, delivery, and transport to the site.
- The Contractor is responsible for providing water, electrical, and sanitary facilities for workers and construction activities.
- If the project has received a Streetscape Grant from CCDC (explained below), the Contractor shall provide developer with itemized invoices for the items on the cost estimate submitted with the grant application.
- The Contractor shall coordinate all work zone effects on transit routes or stops with Valley Regional Transit at least two weeks prior to project commencement if route detours are needed and 48 hours prior to project commencement if construction will occur in the Right-of-Way where routes operate.

CONDITIONS OF GRANT PAYMENT (IF APPLICABLE)

- In accordance with the Capital City Development Corporation (CCDC) Streetscape Grant Agreement:
- The Developer submits a Letter of Completion with invoices or receipts of streetscape work within thirty days of completion of the Streetscape Project.
 - CCDC performs a final streetscape inspection.
 - CCDC reviews and approves invoices. Grant is paid in accordance with the approved participation agreement.
 - Go to www.ccdcboise.com for a streetscape grant application or call, (208) 384-4264.

CONTRACTOR’S RESPONSIBILITIES

- Coordinate Historic Streetlight installation with the Street Light Technician at Boise City Public Works, at least five working days prior to disruption of streetlights or circuits.
- All contract and adjacent areas impacted by construction shall be thoroughly cleaned at the completion of work.
- The Contractor is responsible for obtaining permits, and calling for relevant permit inspections.



The Streetscape Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Downtown Boise Streetscape Standards. Upon adoption by the Capital City Development Corporation (CCDC) Board of Directors, this Downtown Boise Streetscape Standards & Specifications Manual will supersede previous versions of the Downtown Boise Streetscape Standards and Downtown Boise Elements of Continuity as follows:

- For streetscapes in the Central District, this manual will supersede Attachments No. 3F and 3G to the 2007 Amended and Restated Central District Urban Renewal Plan, adopted by the CCDC Board of Commissioners on March 15, 2007 by Resolution No. 1090 and by the Boise City Council on June 26, 2007 by Ordinance No. 6576; or as subsequently amended by CCDC Board of Commissioners.
- For streetscapes in the River Myrtle-Old Boise District, this manual will supersede Attachments No. 3B and 3C to the River Myrtle-Old Boise Urban Renewal Project Plan, adopted by the CCDC Board of Commissioners on August 23, 2004 by Resolution No. 1002 and by the Boise City Council on November 30, 2004 by Ordinance No. 6362; or as subsequently amended by CCDC Board of Commissioners.
- For streetscapes in the Westside Downtown District, this manual will supersede part of the Attachment No. 3 to the Westside Downtown Urban Renewal Project Plan (Westside Downtown Framework Master Plan - Section II: Design Standards), adopted by the CCDC Board of Commissioners on October 15, 2001 by Resolution No. 861 and by the Boise City Council on December 4, 2001 by Ordinance No. 6108; or as subsequently amended by CCDC Board of Commissioners.

Throughout this document, references are made to certain equipment, materials, or furnishings. Such items may be substituted by equivalent items as shall be approved in writing by Boise City, in consultation with CCDC as appropriate.



Information/Discussion Item

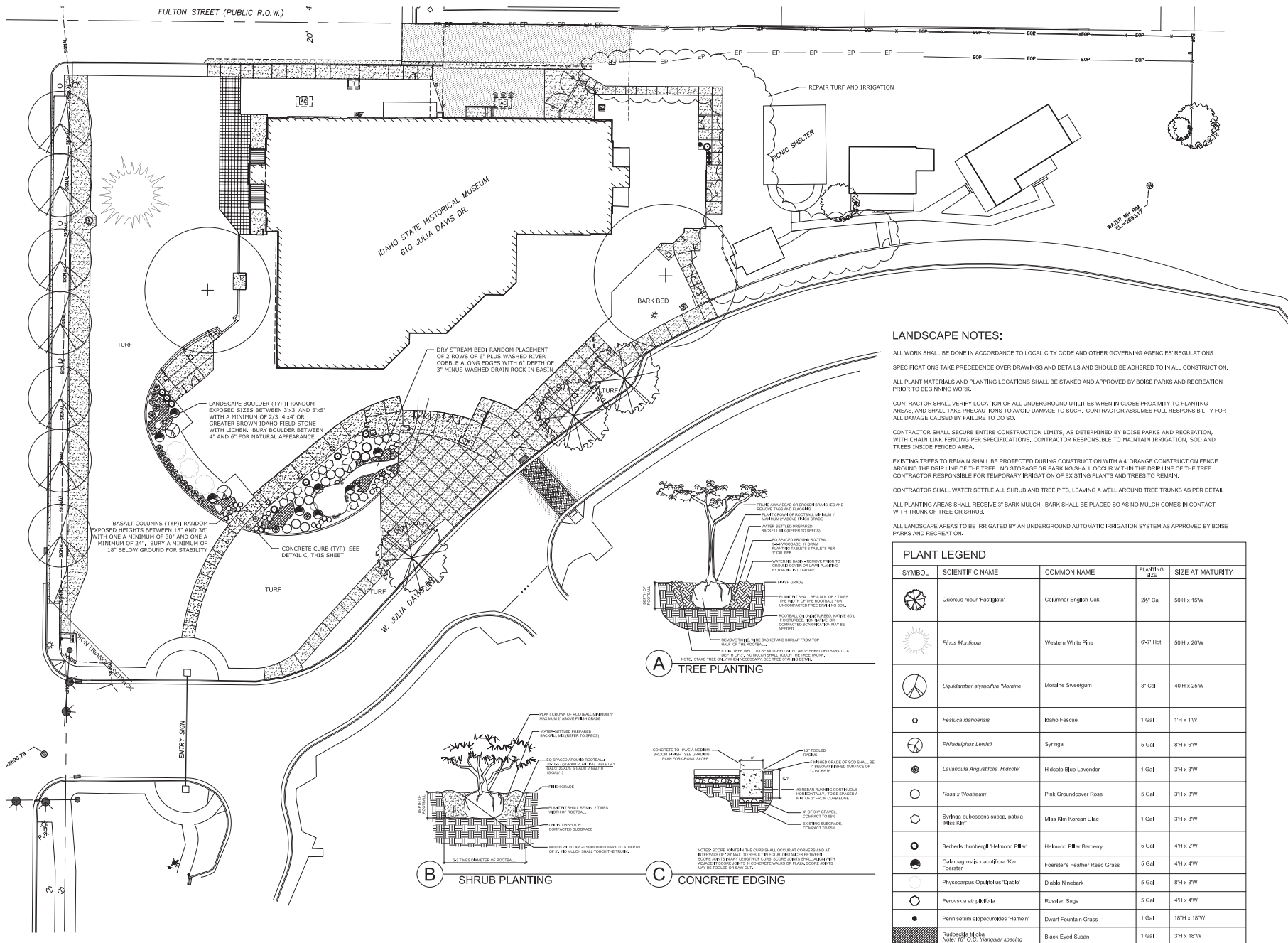
Agenda Subject: Request for T4 Assistance for Idaho State Historical Museum Renovation		Date: November 9, 2015
Staff Contact: Matt Edmond	Attachments: 1) Idaho State Historical Museum Site Plan	

Background:

The Idaho State Historical Society is preparing to renovate and expand the Idaho State Historical Museum in Julia Davis Park. The museum, located at the northeast corner of Capitol Boulevard and Julia Davis Drive, was originally built in 1950 and is due for a remodel. Public interest exceeds the museum's current capacity, it cannot adequately accommodate traveling exhibitions, and environmental controls are out of date.

The proposed renovation and expansion—estimated to cost \$7M for building construction and \$4M for exhibition fabrication and furnishing—will address these issues. Renovation will include repairing mold damage, mitigating asbestos, and improving fire suppression and energy efficiency. The expansion will increase available space in key areas, including the lobby, public event and education spaces, storage, and support/circulation spaces. The renovated museum will also be able to accommodate public lectures and traveling exhibits. The renovation, once complete, is expected to host as many as 100,000 visitors annually (the museum hosted approximately 50,000 visitors annually prior to closing for remodel).

The project received approval of its development applications in September 2014 and is anticipated to begin construction in May 2016 and be substantially complete in August 2017. As a condition of approval, the City of Boise is requiring the project to improve the frontage of Capitol Boulevard in accordance with the city's Capitol Boulevard Special Design District Overlay. Specifically, this requires detached concrete sidewalks, a landscape strip with lawn and street trees, historic streetlights, and a second row of street trees behind the sidewalk. This section of Capitol Boulevard is in the River Myrtle – Old Boise Urban Renewal District and is currently programmed in the Capital Improvements Plan for streetscape improvements in 2018. The Idaho Department of Administration has requested reimbursement for these improvements to Capitol Boulevard, estimated to be \$150,000. Staff will present a final agreement and supporting documents to the CCDC Board for consideration in the coming months.



LANDSCAPE NOTES:

ALL WORK SHALL BE DONE IN ACCORDANCE TO LOCAL CITY CODE AND OTHER GOVERNING AGENCIES' REGULATIONS. SPECIFICATIONS TAKE PRECEDENCE OVER DRAWINGS AND DETAILS AND SHOULD BE ADHERED TO IN ALL CONSTRUCTION. ALL PLANT MATERIALS AND PLANTING LOCATIONS SHALL BE STAKED AND APPROVED BY BOISE PARKS AND RECREATION PRIOR TO BEGINNING WORK.

CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES WHEN IN CLOSE PROXIMITY TO PLANTING AREAS, AND SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO SUCH. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DAMAGE CAUSED BY FAILURE TO DO SO.

CONTRACTOR SHALL SECURE ENTIRE CONSTRUCTION LIMITS, AS DETERMINED BY BOISE PARKS AND RECREATION, WITH CHAIN LINK FENCING PER SPECIFICATIONS, CONTRACTOR RESPONSIBLE TO MAINTAIN IRRIGATION, SOD AND TREES INSIDE FENCED AREA.

EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION WITH A 4' ORANGE CONSTRUCTION FENCE AROUND THE DRIP LINE OF THE TREE. NO STORAGE OR PARKING SHALL OCCUR WITHIN THE DRIP LINE OF THE TREE. CONTRACTOR RESPONSIBLE FOR TEMPORARY IRRIGATION OF EXISTING PLANTS AND TREES TO REMAIN.

CONTRACTOR SHALL WATER SETTLE ALL SHRUB AND TREE PITS, LEAVING A WELL AROUND TREE TRUNKS AS PER DETAIL.

ALL PLANTING AREAS SHALL RECEIVE 3" BARK MULCH. BARK SHALL BE PLACED SO AS NO MULCH COMES IN CONTACT WITH TRUNK OF TREE OR SHRUB.

ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AS APPROVED BY BOISE PARKS AND RECREATION.

PLANT LEGEND				
SYMBOL	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	SIZE AT MATURITY
	<i>Quercus robur</i> 'Fastigata'	Columnar English Oak	20' Cal	50'H x 15'W
	<i>Pinus Monticola</i>	Western White Pine	6'-2" Hgt	50'H x 20'W
	<i>Liquidambar styraciflua</i> 'Moraine'	Moraine Sweetgum	3" Cal	40'H x 25'W
	<i>Festuca idahoensis</i>	Idaho Fescue	1 Gal	1'H x 1'W
	<i>Philadelphus Lewisii</i>	Syringa	5 Gal	8'H x 8'W
	<i>Lavandula angustifolia</i> 'Hidcote'	Hidcote Blue Lavender	1 Gal	3'H x 3'W
	<i>Rosa x 'Nothman'</i>	Pink Groundcover Rose	5 Gal	3'H x 3'W
	<i>Syringa pubescens</i> subsp. <i>patula</i> 'Miss Kim'	Miss Kim Korean Lilac	1 Gal	3'H x 3'W
	<i>Berberis thunbergii</i> 'Hokoneid Pillar'	Hokoneid Pillar Barberry	5 Gal	4'H x 2'W
	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Foerster's Feather Reed Grass	5 Gal	4'H x 4'W
	<i>Physocarpus opulifolius</i> 'Diabla'	Diablo Ninebark	5 Gal	8'H x 8'W
	<i>Perovskia atriplicifolia</i>	Russian Sage	5 Gal	4'H x 4'W
	<i>Pennisetum alopecuroides</i> 'Hameln'	Dwarf Fountain Grass	1 Gal	16"H x 16"W
	<i>Rudbeckia hirta</i> Note: 16" O.C. Irregular spacing	Black-Eyed Susan	1 Gal	3'H x 16"W

DPW PROJECT NO. 14620
Renovation and Expansion
Idaho State Historical Museum
Idaho State Historical Society

LEATHAM - KROHN - VANOCKER
ARCHITECTS
K. Krohn, Architect
K. Krohn, Architect
K. Krohn, Architect
K. Krohn, Architect

DATE: 20 APRIL 2015
L1.2



TO: John Hale, Chairman, CCDC Board Executive Committee
FM: John Brunelle, Executive Director
RE: CCDC Operations Report – October 2015

A number of projects and initiatives came to fruition in late October and early November for CCDC, resulting in more public awareness of our significant role in Downtown Boise. Agency staff and commissioners were central to the many local news stories related to redevelopment, economic development, city leadership, and the future of our parking and transit options in downtown.

While it is gratifying to see the agency and its hardworking team be recognized for its work, that is not the most important aspect to CCDC's visibility in my opinion. The people who work here serve the public, and we carry out a mission that is advised by statute and approved by our appointed leadership. It is crucial that our shareholders – the public – witness the successful execution of the agency's mission, whether they receive that information via traditional media, social media, or word of mouth. CCDC relies on a model of collaboration to achieve its goals – sometimes we lead, sometimes we follow. So, when successes are trumpeted and milestones are celebrated it is imperative that the agency's role is communicated clearly as part of the narrative.

I am sharing these examples of CCDC doing its part in various partnerships as a report. It's not about "getting some credit for CCDC." It's about being accountable, transparent, and relentless in our pursuit of the most livable urban renewal districts in the universe.

Supreme Court Rules
[CCDC to Finance GBAD Expansion:](#)



[Paylocity Selects Downtown Boise](#)

City/Agency Proposal Wins The Day for Project Burbank:



**CC Anderson Building Saved
from Wrecking Ball - CCDC
Praised by Athlos for Creativity:**



**[The Afton to Raise Boise
Standards](#) – CCDC Leads
Groundbreaking Process:**



Development Team: Todd Bunderson, Doug Woodruff, Shellan Rodriguez,
Karl Woods, Matt Edmond & Laura Williams

Bannock Streetscape Improvements

CCDC is working with consultants to evaluate the existing conditions of the vault adjacent the Hoff Building on Bannock for structural integrity and ability to be renovated vs. replaced. This will help inform how far the established budget will go in this area. CCDC received proposals from consultants for streetscape design on 10/28/15. A fee is currently being negotiated with the selected design team.

West End Streetscape Standards

Draft streetscape manual update on 11/9 board agenda as an information item. Urban renewal plans will need to be amended, either with current attachments dealing with streetscape superseded by the updated manual, or stripped out of the documents entirely. This will happen at a future board meeting, subsequent to public notice and comment period.

ACHD Chip Seal Adjustments

2015 chip seal is complete. Restriping included adding bike lanes to 11th Street between Front and State.

City Enters into Exchange Agreement with West End Property

During the month of October, the City entered into an exchange agreement, whereby the City would exchange their 6.5 acre West End property for a 20 acre historic farm on Boise's Bench known as Spaulding Ranch. Both parties are working through the due diligence to determine if this will be a win/win scenario. We anticipate seeing what a developer may intend to do with the West End property in the coming months.

The Condos at 119

Staff continues to meet with developer and expects to receive a Type 1 application for Board designation in coming months.

DBIP (DT Boise Implementation Plan) Update

ACHD estimates the soonest a decision can be made on converting 5th & 6th is early 2016 (they want to see how 13th goes this year), and the soonest the actual conversion could take place is 2017. Subsequent coordination with CCDC staff and ACHD pavement managers has been included in the draft 5 year CIP. CCDC and ACHD staff have a tentative agreement to partner on combined streetscape/road rebuild projects on Broad, Capitol/2nd, as well as coordinating work on Bannock, 9th/Capitol in 2016. ACHD work on conversion of 13th and 14th to 2-way is complete.

Multi-Purpose Stadium

This project has been an ongoing topic of discussion at the Tri-Agency meeting. The most recent discussion occurred at the meeting of July 16 where a specific site proposal was reviewed and viewed favorably. With the affirmative decision by the Idaho Supreme Court regarding the expanded convention center financing other opportunities may be pursued for facilities such as this.

Protected Bike Lanes

ACHD kicked off desing of 2017 DBIP work, which will include evaluation of protected bike lanes with transit islands on Main/Idaho. ACHD commission is expected to make a final decision on bike lanes March 2016. CCDC, Boise City, DBA and VRT are represented on the project team. CCDC will likely be asked to share costs for physical barriers, transit islands, and any aesthetic treatments included.

Public Art - Traffic Box Artwork

CoB Arts and History has reissued an RFQ for the Traffic Box Artwork fabrication. Selection(s) will be made on 12/2/15. The artwork will need to be installed next year due to temperature installtion requirements.

Wayfinding Project

Manufacture of prototype wayfinding sign and project manual have been delayed pending Federal Highway Administration ruling on compliance of proposed design and color coding scheme with Chapter 2 of the Manual on Uniform Traffic Control Devices (Community Wayfinding section). ACHD staff notified CCDC of this issue on 6/11. Sea Reach is working on project manual, and vehicular wayfinding plan should be finalized 11/6.

Macy's Building Redevelopment (Athlos Acadamies)

The CCDC Board has approved terms of a T3 Participation Agreement. Execution of the Agreement is pending. Interior work is underway. Athlos Academies has closed on the purchase of the property. CCDC/Athlos may execute the agreement prior to final facade/streetscape design to provide documentation for the Idaho Department of Commerce grant application for the Tax Reimbursement Incentive Program. The agreement requires all the requisite permissions/reviews by CCDC for eligible cost reimbursement and can be signed before final designs are complete. Exhibits are being assembled and the groundbreaking is set for 11/5/15.

Idaho Street Townhones (Hale Condos)

Developer has submitted a request for T1 reimbursement. Staff is reviewing.

CWI Extends Due Diligence Period

After receiving community input on several campus renderings, CWI has extended their due diligence period to December 11th. With new information from the community, CWI continues to assess this site as a possible permanent home for their Ada County campus.

Public Art - River Sculpture

Restoration construction is substantially complete.

Front & Myrtle Redesign

CCDC and Boise staffs are supporting Boise Elevated effort, which is seeking to get consensus on a problem statement with notable business interests in the downtown area. Boise Elevated has been engaging ITD through ACHD Commissioner Paul Woods, and the group consensus is that CCDC should be the lead public agency to facilitate the effort one it gets underway. Still waiting on Boise Elevated to establish a consensus among business and property owners along the corridor.

Update CCDC Streetscape Manual

Draft streetscape manual update on 11/9 board agenda as an information item. Urban renewal plans will need to be amended, either with current attachments dealing with streetscape

superseded by the updated manual, or stripped out of the documents entirely. This will happen at a future board meeting, subsequent to public notice and comment period.

RFQ/P 1401/1403 W Idaho St

CCDC staff approved the Design Development Plan as per a letter dated September 1, 2015. The Re-use Appraisal has been completed and counsel has drafted a DDA. The developer is reviewing the DDA and staff intends to bring a final DDA to the Board for future approval.

Streetscape: 14th Street

14th Street streetscape improvements have been pulled from project scope for the year due to property owners that are opposed to the improvements and other circumstances. CoB has recently brought on an outside consultant to develop a strategy for maximizing return on investment within the district. CCDC is working with CoB to refresh the planning efforts in this area.

Public Art - Whittier Fence

CCDC has paid our portion of the project to City of Boise to close out FY14 (\$10,000). Dennis & Margo Proksa of Black Rock Forge in Pocatello were selected to be the artists. Fabrication is anticipated this winter with installation summer of 2016.

Streetscape: 15th Street

15th Street construction is substantially complete.

CCDC Helps with Streetscapes on Housing Development

As the City of Boise and Capital City Development Corporation work to increase housing options in downtown Boise, we are starting to see projects break ground. Just this month, streetscape improvements were completed around a 15 unit townhome project that is under construction by Hale Development. These improvements are a great example of participation between CCDC and private development working to improve our City.

Streetscape: Main St Both Sides 15th/14th

Construction on the south side of Main Street is substantially complete. Construction on the north side of Main Street scheduled to be substantially complete by the week of 11/9.

George's Cycle Streetscape

Staff continues to work with Hummel Architects regarding a Type 1 Streetscape Grant. Staff expects to receive a formal request for a Streetscape Grant upon project design completion and bidding in coming weeks.

Historical Museum Streetscapes

Type 4 designation is on the 11/9 CCDC board agenda. If approved, will move forward with a T4 agreement for about \$150,000. Museum expansion/renovation is expected to break ground May 2016 and be complete August 2017.

Hormaechea DDA - 620 S 9th St

The land closed on time and a ground breaking ceremony was held on Friday, October 30th.

Streetscape: Fulton Street Concept Plan

CoB has requested that the Fulton Streetscape efforts be postponed to allow a higher level planning effort of the overall area. The boundaries of the Cultural District are currently being reworked, the Royal Blvd. extension is eminent, a pedestrian and bike corridor are being

considered for 8th Street, The Afton construction is underway and master planning efforts for The Library! continue. CCDC has coordinated with CoB and has solicited proposals for the requested higher level planning effort of the overall area. Proposals have been submitted to CCDC for review.

Hotel on Capitol: Pennbridge Lodging

The approval of the Type 2 Participation Agreement has occurred last month and the project is seemingly making progress.

Streetscape: Westside of 5th (Main/Bannock)

Streetscape construction is complete at this location.

Boise City 6.5 Acre Development/Disposition

Staff have been working with Jay Story and Boise City legal and PDS regarding development of these properties with Boise City serving as the lead agency. Both properties were listed with Thornton, Oliver, Keller for lease/trade. A proposal from Local Construct has been accepted by the City of Boise with a due diligence period which may be extended into January regarding the 6.5 acres. No proposal was accepted for the other parcel.

Pioneer Corridor Phase 3 Construction

Issued NTP to Pusher 10/14. Excavation and grading of south half is complete, and installation of concrete curbing is in progress. Pavers are expected for delivery this week. Project on schedule for completion late December.

Participation Program Type 3: JUMP!/Simplot HQ

Board approved T3 designation of Simplot HQ/JUMP project 9/14. Final agreement currently scheduled for approval on 12/14 board agenda. Agreement language has been finalized and exhibits are being finalized.

Parking & Facilities Team: Max Clark & Ben Houpt

Capitol Terrace Garage - Waterproofing

Trash room wall structural bracing has been completed. Level 2 drain assembly change order remains to be completed.

Capitol Terrace Parking Expansion

This project is being considered with all other parking projects as part of the Downtown Parking Strategic Plan, to be finalized late this year or early next.

Parking Rate Examination

Monthly rate adjustments are planned for January 1, 2016. Eastman & Capitol Terrace rates will increase to \$135/mo.; rates in the remaining four garages will increase to \$120/mo. Other adjustments will probably occur in 3Q16 or 1Q17.

Parking Strategic Plan

Plan writing is in full swing. A draft will be available the week of Nov. 19th for the Steering Committee to review, in preparation for discussion at their meeting of Nov. 23rd. This has been scheduled for full CCDC Board review on December 14th.

Rebranding Parking System

Staff and our consultant are developing mobility and parking brand platforms, etc. These drafts will be available to the Steering Committee on the above noted schedule as the Strategic Plan.

Downtown Transportation Plan

Staff participated in the 10/26 TAP workshop. The draft plan is expected to be circulated in January of 2016.

Finance Team: Ross Borden, Mary Watson, Joey Chen, Kevin Martin & Peggy Breski

Fiscal Year 2015 Audit

With preliminary work already complete, independent, external audit firm, Eide Bailly is scheduled to be on-site for two weeks beginning the week of November 9 to audit the Agency's Fiscal Year 2015 financial statements. The final audit report will be presented to the Audit Committee (Executive Committee) and full Board in early 2016.

Risk-Based Cycling Review: PARCS Internal Controls

As directed by the Executive Committee in September, and with guidance from staff, the Parking Operator has prepared a Management Response to Eide Bailly's Risk-Based Cycling Review (Agreed-Upon Procedures) report of Parking and Revenue Control System (PARCS) policies, procedures and internal controls for the November Executive Committee meeting.

The Management Response culminates Year 1 of the three year contract awarded to Eide Bailly to conduct these Reviews. Year 2 / FY 2016 will examine Agency computer system security. Year 3 / FY 2017 will analyze accounting and contract management policies, internal controls and conformity to best practices.

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

CONSTRUCTION PROJECTS

Westside Streetscapes:	4.5 block faces
Invitation to Bid Issued:	June 2
Bids Opened:	June 30
Board Awards Contract:	July 13
Contract Awarded to:	Guho Corporation
Bid Amount:	\$696,000
Status:	Under construction

Pioneer Pathway, Phase 3 of 3 (River Street to Greenbelt).

Invitation to Bid Issued:	August 24
Bids Opened:	September 10
Board Awards Contract:	September 23
Contract Awarded to:	Pusher Construction, Inc.
Bid Amount:	\$595,600
Status:	Under construction

OTHER CONTRACTS ACTIVITY

Grove Plaza Renovation – Amendment to CSHQA Task Order to add subcontractors for highly specialized fountain and engineering services and to complete schematic design of the project.

Grove Plaza Media – Contract with BSU Public Radio exchanging parking services for targeted Brick-by-Brick advertising.

Downtown Parking Information and Outreach – Task Order with Oliver Russell, in cooperation with the City of Boise, for information and outreach regarding the downtown public parking model and the development of a new mobility brand.

DPPS / Ampco – a one-year contract extension for parking services with the Agency's current Parking Operator.

Preparation for 2016 Bannock Streetscape Improvements – Amendment Ally Structural Consulting contract adding Strata and Guho for additional under concrete exploration including x-rays and coring.

WaterCooler – License agreement with Duck Club Management for a series of all-ages concerts in portions of the WaterCooler building.

Trailhead Building – Task Order with Quality Electric for electrical system upgrade to accommodate current technologies.

417 S. 6th Street – Contract with Langston & Associates for a market value commercial property appraisal.

Public Art at Main Street Station – MOU with City of Boise to fund certain art in Valley Regional Transit's currently-under-construction Main Street Station (multi-modal transit facility).

30th Street Revitalization Amendment No. 2 – Amendment to the annually-renewable MOU with the City of Boise outlining responsibilities and expenses for FY16.

Streetscape Maintenance – Work Requests and Task Orders with Pro Care Landscaping for certain landscaping maintenance including tree maintenance, irrigation winterization, and snow removal.

FY16 Landscaping Maintenance – Task Order with Gingerich Site & Underground for maintaining areas of 9th Street, Main Street, and WaterCooler Building.