



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
January 13, 2020, 12:00 p.m.
A G E N D A

I. **CALL TO ORDER** Chair Zuckerman

II. **AGENDA CHANGES/ADDITIONS** Chair Zuckerman

III. CONSENT AGENDA

- A. Expenses
 - 1. Approval of Paid Invoice Report - December 2019
- B. Minutes and Reports
 - 1. Approval of December 9, 2019 Meeting Minutes
- C. Other
 - 1. Approve Resolution #1633 - 9025 Federal Way - Type 2 Participation Agreement
 - 2. Approve Resolution #1638 - Employee Manual Update

IV. ACTION ITEM

- A. CONSIDER: Defer election of officers from first regular meeting held in January, as stated in the CCDC amended and restated bylaws, to the first regular meeting in February (5 minutes) Chair Zuckerman
- B. CONSIDER: Resolution #1639 - Approving Idaho Trust Bank Lease Amendment (10 minutes)
..... Max Clark
- C. CONSIDER: Setting March 9, 2020 as the public meeting date regarding Parking Rate Modifications (5 minutes)..... Max Clark
- D. CONSIDER: Resolution #1640 - Approving Jensen Belts Associates Task Order 19-001: Westside Park DD/CD/CA (10 minutes)..... Doug Woodruff
- E. CONSIDER: Resolution #1623 - Approving ranking for RFQ - Structural Engineering Services - 10th & Front Garage Structural Damage Prevention Project (10 minutes)..... Kathy Wanner
- F. CONSIDER: Friend of the Court application in the Supreme Court action - Hoffman, Birnbaum, et. al. vs City of Boise (5 minutes)..... Ryan Armbruster

V. INFORMATION/DISCUSSION ITEMS

- A. CCDC Monthly 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).



III. CONSENT AGENDA




Paid Invoice Report

For the Period: 12/1/2019 through 12/31/2019

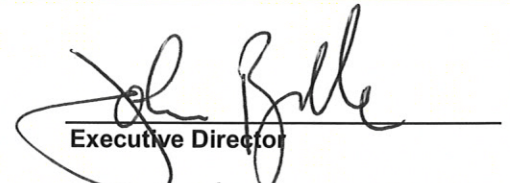
<u>Payee</u>	<u>Description</u>	<u>Payment Date</u>	<u>Amount</u>
Debt Service:			
Payroll:			
PERSI	Retirement Payment	12/4/2019	18,740.46
EFTPS - IRS	Federal Payroll Taxes	12/4/2019	14,365.94
Idaho State Tax Commission	State Payroll Taxes	12/4/2019	2,545.00
CCDC Employees	Direct Deposits Net Pay	12/4/2019	40,158.05
PERSI	Retirement Payment	12/18/2019	18,775.34
EFTPS - IRS	Federal Payroll Taxes	12/18/2019	13,935.20
Idaho State Tax Commission	State Payroll Taxes	12/18/2019	2,537.00
CCDC Employees	Direct Deposits Net Pay	12/18/2019	38,752.41
		Total Payroll Payments:	149,809.40
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	December 2019	574,690.45
		Total Paid Invoice, Reported Payments:	574,690.45
Total Cash Disbursements:			<u>\$ 724,499.85</u>

I have reviewed and approved all cash disbursements in the month listed above.



 Finance Director
 1/6/2020

 Date



 Executive Director
 1/6/20

 Date

Report Criteria:
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
1139	American Cleaning Service	13947	Trailhead Cleaning	12/01/2019	974.18	11428	12/10/2019
Total 1139:					974.18		
3838	American Fire Protection L	13888	Capitol & Myrtle Level 3 Dr	11/19/2019	15,473.00	63520	12/09/2019
		13921	Monthly pump inspection &	11/27/2019	185.00	63524	12/20/2019
Total 3838:					15,658.00		
1316	Blue Cross of Idaho	1930900009	Health Insurance - Decemb	12/01/2019	25,656.44	63512	12/02/2019
Total 1316:					25,656.44		
1385	Boise City Utility Billing	1177 DEC19	848 Main St # 0447416001	12/01/2019	8.17	11452	12/26/2019
Total 1385:					8.17		
4082	BVGC Parcel B LLC	701125	11th & Front garage CAM e	11/30/2019	1,340.88	63525	12/20/2019
Total 4082:					1,340.88		
4134	Cable ONE	PO 190106	15th Street Utility Undergro	12/09/2019	36,720.15	63535	12/23/2019
		PO 190106	15th Street Utility Undergro	12/09/2019	12,240.05	63535	12/23/2019
Total 4134:					48,960.20		
3712	Car Park	OCT19	10th & Front - Grove	10/31/2019	22,527.86	11435	12/11/2019
		OCT19	9th & Front - City Center	10/31/2019	26,786.48	11435	12/11/2019
		OCT19	9th & Main - Eastman	10/31/2019	25,314.24	11435	12/11/2019
		OCT19	Cap & Front - BLVD	10/31/2019	11,572.44	11435	12/11/2019
		OCT19	Cap & Main - Cap T	10/31/2019	28,578.85	11435	12/11/2019
		OCT19	Cap & Myrtle - Myrtle	10/31/2019	17,174.15	11435	12/11/2019
		OCT19	9th & Main - refunds	10/31/2019	31.00	11435	12/11/2019
		OCT19	9th & Front - refunds	10/31/2019	239.00	11435	12/11/2019
Total 3712:					132,224.02		
1556	Caselle Inc.	1476	Contract support - Decemb	12/01/2019	840.00	63513	12/02/2019
Total 1556:					840.00		
1595	City of Boise	IL1455	Downtown Core Maint - R	10/31/2019	1,955.95	Multiple	Multiple
		IL1455	Downtown Core Maint - W	10/31/2019	1,416.38	Multiple	Multiple
		IL1475	Downtown Core Maint - R	11/01/2019	1,955.95	Multiple	Multiple
		IL1475	Downtown Core Maint - W	11/01/2019	1,416.38	Multiple	Multiple
		IL1491	Downtown Core Maint - R	12/01/2019	1,955.95	63526	12/20/2019
		IL1491	Downtown Core Maint - W	12/01/2019	1,416.38	63526	12/20/2019
Total 1595:					10,116.99		
3947	Crane Alarm Service	63875	Fire Alarm System - annual	12/12/2019	2,096.00	63527	12/20/2019
Total 3947:					2,096.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3695	Guho Corp.	190101063-0	2019 Streetscapes	11/30/2019	148,307.68	11449	12/27/2019
Total 3695:					148,307.68		
4115	HDR Engineering Inc	1200234890	Gateway East Transportati	11/30/2019	4,192.75	11441	12/26/2019
Total 4115:					4,192.75		
4104	Hellmann Construction Co	PO 190095-2	10th & Front Concrete Dec	11/30/2019	63,000.20	11436	12/11/2019
		PO 190095-3	10th & Front Concrete Dec	11/30/2019	17,549.31	11450	12/27/2019
Total 4104:					80,549.51		
2129	Idaho Blueprint & Supply C	448003	parcel owner maps	12/16/2019	301.00	11442	12/26/2019
Total 2129:					301.00		
2165	Idaho Power	6607 NOV19	9th St outlets #220040660	11/30/2019	4.41	11440	12/19/2019
		7995 NOV19	9th & State # 2201627995	11/30/2019	3.50	11439	12/18/2019
Total 2165:					7.91		
3900	Idaho Records Manageme	0136758	Records Storage	12/02/2019	89.78	11429	12/10/2019
Total 3900:					89.78		
2186	Idaho Statesman	263244 NOV	Legal Notices	11/30/2019	227.68	63516	12/06/2019
		263244 OCT	Legal Notices	10/31/2019	112.44	63516	12/06/2019
Total 2186:					340.12		
4053	Idaho Walk Bike Alliance	1091	filmed by bike sponsorship	12/16/2019	500.00	63528	12/20/2019
Total 4053:					500.00		
3966	Involta	0043915	Website Hosting Services	11/30/2019	1,347.90	63529	12/20/2019
Total 3966:					1,347.90		
2288	Jensen Belts Associates	1765-18	WD, Downtown Urban Par	11/30/2019	1,138.00	11443	12/26/2019
Total 2288:					1,138.00		
4145	Kimra Rich	121319	holiday party favors	12/16/2019	150.00	63530	12/20/2019
Total 4145:					150.00		
3439	KPFF Consulting Engineer	295215	9th & Main Precast Panel	10/31/2019	135.00	11430	12/10/2019
		295217	10th & Front Parking Gara	10/31/2019	1,560.00	11430	12/10/2019
Total 3439:					1,695.00		
4136	Mintify LLC	124	Management Training	11/30/2019	4,000.00	11444	12/26/2019
Total 4136:					4,000.00		
2774	Pro Care Landscape Mana	29999	ParkBOI Winter Lights - 10t	11/30/2019	703.59	63522	12/09/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		30000	ParkBOI Winter Lights - 9th	11/30/2019	7.21	63522	12/09/2019
		30001	ParkBOI Winter Lights - 9th	11/30/2019	560.92	63522	12/09/2019
		30002	ParkBOI Winter Lights - Ca	11/30/2019	16.02	63522	12/09/2019
		30067	Landscape Maintenance -	11/30/2019	176.00	63522	12/09/2019
		30067-2	ParkBOI Winter Lights - 10t	11/30/2019	1,200.00	63522	12/09/2019
		30068	ParkBOI Winter Lights - Ca	11/30/2019	720.00	63522	12/09/2019
		30069	ParkBOI Winter Lights - 9th	11/30/2019	384.00	63522	12/09/2019
		30070	ParkBOI Winter Lights - 9th	11/30/2019	1,056.00	63522	12/09/2019
		30071	ParkBOI Winter Lights - Ca	11/30/2019	312.00	63522	12/09/2019
		Total 2774:			5,135.74		
2798	Quadrant Consulting Inc.	10746	5th St Utility Undergroundi	11/21/2019	261.30	11431	12/10/2019
		Total 2798:			261.30		
3896	Rim View LLC	DEC19	Monthly Rent and NNN - Tr	12/01/2019	13,713.94	63514	12/02/2019
		Total 3896:			13,713.94		
3929	SB Friedman Development	PO 190092-3	Proposed State Street UR	11/19/2019	15,553.75	11437	12/11/2019
		PO 200001-1	Tank Farm Revenue Study	11/19/2019	11,327.50	11451	12/27/2019
		Total 3929:			26,881.25		
3796	Scheidt & Bachmann USA I	39446	November 2019 Merchant	11/30/2019	867.90	11445	12/26/2019
		Total 3796:			867.90		
3542	Security LLC - Plaza 121	DEC19	Office rent	12/01/2019	13,620.75	63515	12/02/2019
		Total 3542:			13,620.75		
4140	SMR Development LLC	1013	Trailhead lease negotiation	11/29/2019	1,093.75	63517	12/06/2019
		Total 4140:			1,093.75		
3974	Stability Networks Inc.	30919	IT Services - FY2020	11/30/2019	1,980.00	11446	12/26/2019
		30919	Phone System Support	11/30/2019	85.00	11446	12/26/2019
		30919	AppRiver SecureTide	11/30/2019	35.00	11446	12/26/2019
		30919	Azure Cloud Backup	11/30/2019	420.00	11446	12/26/2019
		Total 3974:			2,520.00		
3242	Suez Water Idaho	0025 NOV19	437 S 9th St irri #06006688	11/13/2019	65.57	11426	12/02/2019
		2853 NOV19	Eastman office #06000337	11/13/2019	219.53	11424	12/02/2019
		4259 NOV19	516 S 9th St irri #06006391	11/13/2019	52.45	11427	12/02/2019
		8504 NOV19	Grove & 10th #060035756	11/13/2019	98.36	11425	12/02/2019
		Total 3242:			435.91		
3831	The Land Group Inc.	0142921	RD, Alley Program - Grove	11/30/2019	1,637.29	11447	12/26/2019
		0142922	6th Street Streetscapes, M	11/30/2019	443.37	11447	12/26/2019
		Total 3831:			2,080.66		
4074	The Potting Shed	17417	Interior Plant Maint.	11/30/2019	65.00	63518	12/06/2019

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4074:					65.00		
3923	Trailhead	56234	Suez - 60%	11/30/2019	67.64	11432	12/10/2019
		56234	Idaho Power - 60%	11/30/2019	142.13	11432	12/10/2019
		56234	Intermountain Gas - 60%	11/30/2019	128.39	11432	12/10/2019
Total 3923:					338.16		
3170	Treasure Valley Coffee Inc.	6427724	Coffee & tea	12/16/2019	127.45	63531	12/20/2019
Total 3170:					127.45		
3233	United Heritage	02014-001 D	Disability insurance - Dece	12/01/2019	1,249.23	63519	12/06/2019
Total 3233:					1,249.23		
3835	US Bank - Credit Cards	11.25.19	Recruitment Expenses	11/25/2019	2,394.31	11438	12/13/2019
		11.25.19	Voice, data & webhosting s	11/25/2019	320.78	11438	12/13/2019
		11.25.19	Office Supplies	11/25/2019	1,332.69	11438	12/13/2019
		11.25.19	Computer & Software Supp	11/25/2019	440.27	11438	12/13/2019
		11.25.19	Postage	11/25/2019	13.70	11438	12/13/2019
		11.25.19	Dues & Subscriptions	11/25/2019	45.17	11438	12/13/2019
		11.25.19	Travel & Meeting(non-local	11/25/2019	1,159.04	11438	12/13/2019
		11.25.19	Personnel Training (Local)	11/25/2019	129.50	11438	12/13/2019
		11.25.19	Local Meetings & Transport	11/25/2019	250.86	11438	12/13/2019
		11.25.19	Office Furniture & Equipme	11/25/2019	1,036.19	11438	12/13/2019
		11.25.19	Banking & Merchant Fees	11/25/2019	92.10	11438	12/13/2019
Total 3835:					7,214.61		
4068	Veritas Material Consulting	1320	10th & Front Garage 2019	10/31/2019	7,650.00	Multiple	Multiple
		1322	10th & Front Garage 2019	11/30/2019	7,890.48	63536	12/23/2019
Total 4068:					15,540.48		
3841	VoiceText Communications	112513	Conference calls	11/25/2019	12.00	11433	12/10/2019
Total 3841:					12.00		
3365	Westerberg & Associates	228	Legislative Advisement Ser	11/29/2019	2,000.00	11434	12/10/2019
Total 3365:					2,000.00		
4041	Western Exterminator Com	2226571	Pest Control @ Trailhead	11/27/2019	85.00	63532	12/20/2019
Total 4041:					85.00		
3998	Western Records Destructi	0465985	Records Destroyed	11/30/2019	49.00	63533	12/20/2019
Total 3998:					49.00		
3374	Western States Equipment	IN001165784	Bldg 8 generator maintena	12/05/2019	274.10	63534	12/20/2019
		IN001165799	Bldg 8 generator maintena	12/05/2019	276.25	63534	12/20/2019
Total 3374:					550.35		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3990	Xerox Corporation	098842909	Copier Lease	11/30/2019	353.44	11448	12/26/2019
Total 3990:					353.44		
Grand Totals:					574,690.45		

Report Criteria:
Detail report type printed

Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice GL Account	Check Amount
63509						
11/25/2019	63509	City of Boise	Downtown Core Maint - RMOB	IL1455	302-470-5213	1,955.95
11/25/2019	63509	City of Boise	Downtown Core Maint - RMOB	IL1455	302-470-5213	1,955.95- V
11/25/2019	63509	City of Boise	Downtown Core Maint - WS	IL1455	303-470-5213	1,416.38
11/25/2019	63509	City of Boise	Downtown Core Maint - WS	IL1455	303-470-5213	1,416.38- V
11/25/2019	63509	City of Boise	Downtown Core Maint - RMOB	IL1475	302-470-5213	1,955.95
11/25/2019	63509	City of Boise	Downtown Core Maint - RMOB	IL1475	302-470-5213	1,955.95- V
11/25/2019	63509	City of Boise	Downtown Core Maint - WS	IL1475	303-470-5213	1,416.38
11/25/2019	63509	City of Boise	Downtown Core Maint - WS	IL1475	303-470-5213	1,416.38- V
Total 63509:						.00
63511						
11/25/2019	63511	Veritas Material Consulting	10th & Front Garage 2019 Concrete Deck Repairs Inspections	1320	401-480-6125	7,650.00
11/25/2019	63511	Veritas Material Consulting	10th & Front Garage 2019 Concrete Deck Repairs Inspections	1320	401-480-6125	7,650.00- V
Total 63511:						.00
Grand Totals:						.00

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
December 9, 2019 | 12:00 p.m.

I. CALL TO ORDER:

Chairman Zuckerman convened the meeting with a quorum at 12:02 p.m.

Present: Commissioner Scot Ludwig, Commissioner David Bieter, Commissioner Gordon Jones, Commissioner Ben Quintana, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Absent: Commissioner Maryanne Jordan

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Mobility Director; Ross Borden, Finance & Administration Director; Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Assistant Director Placemaking & Infrastructure; Karl Woods, Senior Project Manager; Laura Williams, Assistant Director Economic Development; Matt Edmond, Assistant Director Parking & Mobility; Jordyn Neerdaels, Communications Manager; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

No changes or additions were made to the agenda.

III. CONSENT AGENDA:

A. Expenses

1. Approval of Paid Invoice Report – November 2019

B. Minutes and Reports

1. Approval of November 12, 2019 Meeting Minutes

C. Other

1. Approve Resolution #1628 – 270 E Myrtle Street – Mixed Use Residential – Type 2 Participation Agreement
2. Approve Resolution #1629 – 600 Front Street – Vanguard Apartments – Type 2 Participation Agreement
3. Approve Resolution #1636 – Change Order No. 1 for 10th & Front Garage 2019 Concrete Deck Repair Project

Commissioner Woodings made a motion to accept the Consent Agenda
Commissioner Ludwig seconded.
All said Aye, the motion carried 6-0.

IV. ACTION ITEM

A. PUBLIC COMMENT: Purchase & Sale Agreement with Block 22, LLC for Capitol & Front Garage

Chair Zuckerman opened the meeting to public comment at 12:05 p.m.

No public comments were made.
The public comment was closed at 12:06 p.m.

B. CONSIDER: Resolution #1630 – Approving the Purchase and Sale Agreement with Block 22, LLC for Capitol & Front Garage.

Laura Williams, CCDC Assistant Director – Economic Development, gave a report.

Commissioner Woodings moved to adopt Resolution #1630., approving the Purchase & Sale Agreement with Block 22, LLC for Capitol & Front Garage.

Commissioner Ludwig seconded.
All said Aye, the motion carried 6-0.

C. CONSIDER: Resolution #1631 – 6th & Front Garage and Hotel – Amending the Type 3 Agreement to include Public Art

Laura Williams, CCDC Assistant Director – Economic Development, gave a report.

Commissioner Woodings moved to adopt Resolution #1631, approving the Second Amendment to the Type 3 Transformative Assistance Participation Agreement with Front Street Investors, LLC to include public art funding subject to certain conditions.

Commissioner Quintana seconded.
All said Aye, the motion carried 6-0.

D. CONSIDER: Resolution #1632 – Approving the MDA Amendment 1 with Eleven Eleven West Jefferson LLC and City of Boise

Doug Woodruff, CCDC Assistant Director – Placemaking & Infrastructure, gave a report.

Commissioner Woodings moved to adopt Resolution #1632, approving the Master Development Agreement Amendment No. 1 with Eleven Eleven West Jefferson, LLC and the City of Boise.

Commissioner Quintana seconded.
All said Aye. The motion carried 6-0.

E. CONSIDER: Resolution #1637 – Approving Westside Urban Park Concept Master Plan

Doug Woodruff, CCDC Assistant Director – Placemaking & Infrastructure, gave a report.

Commissioner Woodings moved to adopt Resolution #1637, approving the Westside Urban Park Concept Master Plan and directing staff to commence with construction drawings and design approvals from Agency partners and authorities having jurisdiction.

Commissioner Quintana seconded.
All said Aye, the motion carried 6-0.

F. CONSIDER Resolution #1635 – Approving a Memorandum of Understanding between Agency and the City of Boise for Terms, Conditions, and Expenses Related to Trailhead

Mary Watson, CCDC General Counsel & Contracts Manager, gave a report.

Commissioner Woodings moved to adopt Resolution #1635, approving the Memorandum of Understanding between the Agency and the City of Boise for terms, conditions, and expenses related to Trailhead.

Commissioner Quintana seconded.
All said Aye, the motion carried 6-0.

Commissioner Bieter and Commissioner Zuckerman left the meeting at 1:15 p.m.

V. INFORMATION/DISCUSSION ITEMS:

A. State Street Interagency Transit Oriented Development (TOD) Plan

Matt Edmond, CCDC Assistant Director – Parking & Mobility, Daren Fluke, City of Boise, and Stephen Hunt, VRT, gave a report.

B. CCDC Monthly Report

John Brunelle, CCDC Executive Director, gave a report.
Max Clark, CCDC Director of Parking & Mobility, gave a report.

VI. ADJOURN

There being no further business to come before the Board, a motion was made by Commissioner Jones to adjourn the meeting. Commissioner Quintana seconded the motion. All said Aye, the motion carried 4-0. The meeting was adjourned at 1:43 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13th DAY OF JANUARY 2020.

Dana Zuckerman, Chair

David H. Bieter, Secretary



AGENDA BILL

Agenda Subject: Resolution #1633 – Approving 9025 Federal Way – 9025 S. Federal Way – Type 2 Participation Agreement with 9025 Federal LLC		Date: January 13, 2020
Staff Contact: Matt Edmond	Attachments: 1) Resolution #1633 2) Type 2 Agreement	
Action Requested: Adopt Resolution #1633 approving the Type 2 General Assistance Participation Agreement with 9025 Federal, LLC and authorizing the Executive Director to execute the agreement.		

Background:

9025 S. Federal Way is a mixed-use office and industrial project being developed by 9025 Federal, LLC in the Gateway East District. 9025 Federal, LLC is owned by local engineer and commercial realtor, David Berry. Mr. Berry also developed the adjacent 27,000 square foot Gateway East Building in 2008. The project consists of a single 11,000 square foot building including three office suites (8,500 square feet), two warehouse bays (2,500 square feet), and two surface parking lots with 30 total parking stalls on a 1.4 acre lot. The site is located on the west side of Federal Way across from the Micron campus. Total development costs are estimated to be \$2.1 million.

The building is anticipated to attract small subcontractors for Micron from Japan, South Korea, and Taiwan to work/office space convenient to the Micron campus. A Japanese semiconductor manufacturer has already been secured as a tenant for approximately half of the building.

9025 S. Federal Way was approved by Design Review on May 9 of this year. The developer began construction in August and expects project completion and certificate of occupancy in February Of 2020.

9025 Federal Way has requested designation for CCDC's Type 2 Participation Program. Under the Gateway East Participation Program, no scorecard is used and projects are eligible for reimbursement at 80% of tax increment generated for up to six years, subject to Board approval. The public improvements that are eligible for CCDC funding include sidewalk and a street light on Federal Way, and some utility line extensions for Idaho Power and Intermountain Gas.

In July, the CCDC Board approved the Gateway East Participation Program which includes a Type 2 General Assistance Reimbursement. This project meets the requirements of the Type 2 Program and also promotes CCDC and City objectives to diversify Boise's economy by promoting

industrial development. To the knowledge of Agency staff, the project owner has not applied for any incentive programs that are incompatible with Type 2 tax increment reimbursement assistance.

Although the CCDC Participation Program normally requires applications to be submitted before building permits are obtained, staff recommends an exception in this case, as the Gateway Participation Program was not yet adopted when the developer was ready to move forward with permits and construction.

Project Summary and Timeline:

- Located on Federal Way across from Micron
- 8,500 SF office (3 suites)
- 2,500 SF warehouse (2 bays)
- 30 surface parking stalls
- \$2.1 million Total Development Costs
- \$92,000 Estimated Eligible Expenses
- 10 construction jobs estimated
- 12 permanent jobs estimated
- March 4, 2019 – Conditional Use Permit Approval
- May 9, 2019 – Design Review Approval
- August 2019 – Construction began
- November 2019 – CCDC Board designated project for Type 2 General Assistance
- January 2020 – Type 2 Agreement Finalize/Execute
- February 2020 – Construction complete
- Spring 2020 – Developer submits costs for reimbursement
- 2020 – Occupancy Year, prorated tax assessment
- December 2021 – Project is on tax rolls and pays property taxes
- 2022 - 2026 – T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

CCDC can reimburse the project for public improvements. The project has estimated Eligible Expenses of approximately \$92,113; which serves as the not-to-exceed amount in the Type 2 Agreement. The reimbursement will be based on actual expenses incurred, but will not exceed this amount. The reimbursement payment will be based on actual tax increment revenue generated by the project and is estimated to cover 100% of the Eligible Expenses

Assuming the project is complete per its schedule in early 2020, the development will receive reimbursements from CCDC beginning in 2022. The increment generated is anticipated to repay 100% of the public improvement expenses within 5 payments.

Estimated Reimbursement Payments

1) September 2022	\$ 16,190
2) September 2023	\$ 16,190
3) September 2024	\$ 16,190
4) September 2025	\$ 16,190
5) September 2026	\$ 16,190
6) September 2027	\$ 11,163
Total	\$ 92,113

Upon approval of an Agreement, staff will include the project in the upcoming Five-Year Capital Improvements Plan amendment for the Gateway East District.

Staff Recommendation:

Adopt Resolution #1633.

Suggested Motion:

I move to adopt Resolution #1633 approving the Type 2 General Assistance Participation Agreement with 9025 Federal, LLC and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1633

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 A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND 9025 FEDERAL, LLC, AN IDAHO A LIMITED LIABILITY COMPANY, FOR PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF 9025 FEDERAL WAY MIXED-USE OFFICE-WAREHOUSE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; 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 the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Gateway East Economic Development District Project Area (the "Gateway East District Plan"), and following said public hearing the City adopted its Ordinance No. 58-18 on December 18, 2018, approving the Gateway East District Plan and making certain findings; and,

WHEREAS, 9025 Federal, LLC owns or controls certain real property that it plans to develop into a mixed-use office and warehouse building (the "Project"), including certain right-of-way public improvements and public improvements made in a planned easement area, all of which is located in the Gateway East Economic Development District as created by the Gateway East District Plan; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 2 General Assistance Program under which the Agency provides reimbursement for public improvements associated with private development projects; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 2 Participation Program Agreement with 9025 Federal, LLC, whereby 9025 Federal, LLC, will construct the Project and the Agency will reimburse 9025 Federal, LLC, for constructing public improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 Participation Agreement with 9025 Federal, LLC; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Agreement and to authorize the Executive Director to execute same.

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 Type 2 Participation Program Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved.

Section 3: That the Executive Director of the Agency is hereby authorized sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the January 13, 2020, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

Section 4: 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 January 30, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on January 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
David H. Bieter, Secretary



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

9025 FEDERAL, LLC

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as CAPITAL CITY DEVELOPMENT CORPORATION (“CCDC”), an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho, and 9025 Federal, LLC, an Idaho Limited Liability Company (“Participant”), collectively referred to as the “Parties” and each individually as “Party.”

RECITALS

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").
- B. Participant owns or controls certain real property addressed as 9025 S. Federal Way, Boise, Idaho (the “Project Site”), which is more accurately described and depicted on attached **Exhibit A**.
- C. Participant plans to construct on the Project Site a mixed-use office/industrial building of approximately 11,000 square feet, and including 3 office suites, 2 warehouse bays, and 30 surface parking stalls. The Project is depicted on attached **Exhibit B**.
- D. The CCDC Board of Commissioners has adopted the CCDC Gateway East Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the “Eligible Expenses”).
- E. As part of the Project, Participant intends to: construct streetscapes on Federal Way and install power utility to the site (the “Eligible Expenses”). The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**.

- F. The Project is located in the Gateway East Economic Development District (“Gateway East District”) as defined by Urban Renewal Plan for the Gateway East Economic Development District Project Area (the “Plan”). The Project will contribute to enhancing and revitalizing the Gateway East District.
- G. After deeming it appropriate and in the best interest of the public to assist the development of the Project to achieve the objectives set forth in the Plan, CCDC has negotiated the terms and conditions of participation in the Project as governed by the Participation Program and the Act.
- H. Subject to the terms and conditions as set forth in this Agreement, CCDC agrees to reimburse Participant for the construction of Eligible Expenses, the cost estimates for which are attached on **Exhibit D**.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. EFFECTIVE DATE AND TERM

The “Effective Date” of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete or until September 30, 2028, whichever comes first. Participant must reach Completion of the Project and the Public Improvements by June 30, 2021. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single one hundred eighty (180) day extension to the June 30, 2021, construction completion deadline may be granted upon written approval by CCDC.

“Completion” shall mean that Participant has received a final Certificate of Occupancy from the City of Boise.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them and forming a portion of the consideration for the agreements contained herein. CCDC’s commitment herein is designed to comply with CCDC’s authority under the Act and the Plan and is intended to constitute an expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

B. Parties to This Agreement

1. CCDC

CCDC is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Act. The office of CCDC is located at 121 N. 9th Street, Suite 501, Boise, Idaho 83702. "CCDC," as used herein, includes the Capital City Development Corporation and its successors and assigns.

2. Participant

Participant is 9025 Federal, LLC, an Idaho Limited Liability Company. The principal address of Participant is 2323 W. Pendleton Street, Boise, Idaho 83705. "Participant," as used herein, includes 9025 Federal, LLC and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

The term "Project" as used herein shall mean the project constructed by Participant upon the Site, as depicted in Exhibit B.

The current total assessed value of the Site, as determined by the Ada County Assessor, is One Hundred Twenty-Seven Thousand One Hundred Dollars (\$127,100) for tax year 2019.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Two Million One Hundred Thousand Dollars (\$2,100,000) (the "Estimated Value").

The Project and any construction of additional structures upon any portion of the Site shall comply with all the provisions of the Plan and all applicable building and zoning ordinances.

D. Participation Program

Based on the Gateway East Participation Program, the Participant is eligible to receive 80% of the tax increment the project generates as reimbursement for Eligible Expenses over a period up to six (6) years until the Actual Eligible Expenses have been repaid, limited to the not to exceed amount indicated in Section III E.

If Participant materially changes the Project contemplated in the application submitted to CCDC on August 29, 2019 (the "Application"), CCDC reserves the right to re-evaluate the Project. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

The cost of the Project and the Public Improvements, defined below, shall be borne by Participant, except as otherwise set forth herein.

B. CCDC, City, and Other Governmental Entity Permits

Participant shall, at Participant's own expense, secure all permits and approvals for the Project (including the Public Improvements) which may be required by CCDC, City, or any other governmental entity ("Approving Entities") relative to Project construction and operation. The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of all the Approving Entities.

Participant shall keep CCDC advised of the approval process for all permits and approvals and advise CCDC immediately if any action or inaction by the Approving Entities will affect the scope and purpose of this Agreement.

Any failure by Participant to secure required permits and approvals, including but not limited to compliance with all applicable City ordinances, not cured within applicable cure periods shall constitute a default under this Agreement, with CCDC reserving any of its rights and remedies under this Agreement concerning default.

C. Public Improvements

"Public Improvements" shall mean those improvements eligible and agreed to for funding by CCDC. The Public Improvements are set forth in **Exhibit C**.

The Public Improvements are directly related to public facilities and are: (a) critical to the redevelopment of the Site; (b) are in the best interest of the public; (c) provide for enhanced development of the Site; and (d) provide a higher quality of development that should assist CCDC in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan.

D. Construction of Public Improvements

Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited at least three (3) competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

Participant warrants that the materials and workmanship employed in the construction of the Public Improvements shall be good and sound and shall conform to generally accepted standards within the construction industry in Boise, Idaho.

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be Ninety-Two Thousand One Hundred Thirteen Dollars (\$92,113) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

Upon Completion of the construction of the Public Improvements on the Site and City's acceptance of such improvements (as applicable), Participant will dedicate all constructed public infrastructure and utility infrastructure to City.

Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Project is complete and shall include:

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.
2. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
3. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, asphalt, streetlights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
4. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
5. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
6. Participant must waive any vested interest rights from Idaho Power and provide documentation that the interest has been waived.

7. Additional documentation or clarifications may be required and requested by CCDC.
8. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

CCDC shall have thirty (30) days to review the Cost Documentation supplied by Participant and confirm Participant's performance of its obligations under this Agreement. During this 30-day period, CCDC shall review the Cost Documentation in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant has paid all contractors, subcontractors, and material suppliers that constructed or provided materials for the Public Improvements.

If CCDC disputes any portion of the Cost Documentation, CCDC shall reimburse Participant for the undisputed amount in the manner set forth below and the Parties shall amicably and in good faith work together to resolve any dispute over the Cost Documentation. Disputes shall be resolved pursuant to the procedures set forth in Section V.

Following CCDC's verification of the Cost Documentation and determination of the actual costs to construct the Public Improvements (the "Actual Costs"), CCDC shall notify Participant of the amount CCDC will reimburse Participant for the Public Improvements (the "CCDC Reimbursement"). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Eligible Expenses.**

G. Reimbursement Schedule

Upon determining the CCDC Reimbursement, CCDC shall finalize and execute the "Confirmation of Final Reimbursement Amount and Payment Schedule." A draft of Payment Schedule is attached hereto as **Exhibit E**.

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC. The Reimbursement shall be paid upon completion of the Project.

CCDC has no authority or control of the Ada County Assessor's property tax assessments. In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of new construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year. Tax assessments on that value will be paid by Participant and collected during the following fiscal year for Ada County.¹ This circumstance reflects a full-year value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

The reimbursement shall be issued no later than September 30 of the year in which CCDC receives tax increment for the first year on the Primary Roll.

¹ CCDC and Ada County both operate on a fiscal year beginning on October 1 and ending September 30.

The anticipated timeline for this project is as follows:

Reimbursement	Project Completion	Assessment Type	Assessment	Taxes Due	Reimbursement Paid
#1	February 2020	Primary Roll	January 2021	Dec. 2021 & June 2022	September 2022
#2	NA	Primary Roll	January 2022	Dec. 2022 & June 2023	September 2023
#3	NA	Primary Roll	January 2023	Dec. 2023 & June 2024	September 2024
#4	NA	Primary Roll	January 2024	Dec. 2024 & June 2025	September 2025
#5	NA	Primary Roll	January 2025	Dec. 2025 & June 2026	September 2026
#6	NA	Primary Roll	January 2026	Dec. 2026 & June 2027	September 2027

The annual reimbursement payment will be determined by the actual tax increment the Project generates. For illustration purposes *only*, the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

Estimated Assessed Full Value*	\$ 1,683,800
2019 Assessed Value	(\$ 127,100)
Subtotal	\$ 1,556,700
X Levy Rate (0.013)	\$ 20,237
X 80% (Level A Reimbursement Rate)	\$ 16,190

Estimated Reimbursement Payments

1) September 2022	\$ 16,190
2) September 2023	\$ 16,190
3) September 2024	\$ 16,190
4) September 2025	\$ 16,190
5) September 2026	\$ 16,190
6) September 2026	\$ 11,163
Total	\$ 92,113

* The Estimated Assessed Value is slightly lower than the "Estimate Value" in Section II. C. to account for potential differences in the assessment.

Participant anticipates that redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Participant during the Reimbursement Period. **If the CCDC Reimbursement is not fully reimbursed by up to six annual payments, CCDC will not be obligated to make any additional payments.**

It is the specific intent of the Parties that the CCDC Reimbursement shall be paid from the tax increment monies, if any, which are paid to CCDC as a direct result of the Project constructed on the Site. CCDC's payment obligations hereunder shall not constitute a general obligation or debt of CCDC, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the 80% of the tax increment generated by the Project during the Reimbursement Period.

Notwithstanding the above, CCDC reserves the right, in its sole discretion, to pay off the CCDC Reimbursement at any time.

H. CCDC Reimbursement Assignable

CCDC shall reimburse Participant by paying the CCDC Reimbursement to Participant or to Participant's assignee or designee. Participant shall have the right to assign its right to reimbursement to its lender, its successor, or other entity designated by Participant. CCDC and Participant agree that CCDC's obligations run only to Participant or its assignee or designee.

I. Subordination of Reimbursement Obligations

The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

J. Indemnification

Participant shall indemnify and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its officers, agents, and employees relating to the construction or design of the Public Improvements or otherwise arising out of Participant's negligent or tortious actions or inactions.

In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees

harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

K. Insurance

Participant shall, or shall through its contractor, agents, representatives, employees, or subcontractors, at no cost to CCDC, obtain and maintain in force for the duration of the construction of the Public Improvements and the Project insurance of the following types, with limits not less than those set forth below and in a form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees, or subcontractors:

1. Commercial General Liability Insurance (“Occurrence Form”) with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC as additional insured.
2. Workers’ Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant’s employees, and Employer’s Liability Insurance. Participant shall **not** utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers’ Compensation Insurance or otherwise attempt to opt out of the statutory Workers’ Compensation system.
3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.
4. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days’ written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC’s request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

L. Antidiscrimination During Construction

Participant, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Participant at its agents will not

discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, 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.

M. Maintenance

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC, City, or other governmental entity to accept any maintenance obligations for the Public Improvements in the right of way or an easement area.

IV. USE OF THE SITE, COMPLIANCE WITH LAW, PAYMENT OF TAXES

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through December 31, 2029.

B. Local, State and Federal Laws

Participant covenants that it carried out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

C. Taxes

Participant recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and timing of collection process as is the CCDC's ability to successfully meet long term financing and payment obligations and to continue doing business.

1. Taxes Generally

Participant shall pay when due all real estate and personal property taxes and assessments assessed and levied on Participant's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon Participant's successors.

2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for

property taxes assessed for any property tax year up to and including property tax year 2028. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

Participant expressly acknowledges and understands that the CCDC Reimbursement is linked to the tax increment revenue actually generated from the Site, and in the event insufficient taxes are received by CCDC for any reason, including a reduction of the tax levy rate or assessed values less than assumed by CCDC and Participant or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, the actual tax increment received by CCDC will be reduced, which in turn will result in lower Annual Payments by CCDC to Participant.

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

In the event that a dispute arises between CCDC and Participant 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 forty-five (45) 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 forty-five (45) 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.

B. Legal Actions

In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Agreement. The nondefaulting Party may also, at its option, cure the default and sue to collect reasonable attorney's fees and costs incurred by virtue of curing or correcting the Party's breach.

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

CCDC reserves the right to withhold reimbursement to Participant for any Participant default.

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between CCDC and Participant shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of CCDC and Participant as set forth in this Agreement. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

B. Conflicts of Interest

No member, official, or employee of CCDC shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

C. Non-Liability of CCDC Officials and Employees

No member, official, or employee of CCDC shall be personally liable to Participant in the event of any default or breach by CCDC or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

D. Successors and Assigns

This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

E. Attorney Fees and Costs

In the event that either Party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing Party, and such may be included to the judgment entered in such action.

F. Severability

If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

G. Headings

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

H. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

I. Forced Delay; Extension of Times of Performance

In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act by CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by CCDC and Participant.

J. Inspection of Books and Records

CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Public Improvements.

No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant.

Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that Participant's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

K. Promotion of Project

Participant agrees CCDC may promote the Public Improvements and CCDC's involvement with the Public Improvements. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Public Improvements.

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

CCDC and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to CCDC, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. All amendments to and waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of CCDC and Participant.

VIII. ENTIRE AGREEMENT

This Agreement, including the following listed **Exhibits A through E**, inclusive and incorporated herein by reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A – Legal Description
Exhibit B – Project Depiction and Renderings
Exhibit C – Public Improvement Plans
Exhibit D – Schedule of Eligible Expenses Estimate
Exhibit E – Confirmation of Reimbursement (Draft)

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof.

End of Agreement | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year below written to be effective as first indicated above.

Capital City Development Corporation (“CCDC”)

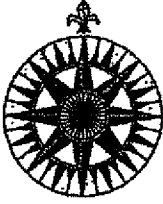
Date

John Brunelle, Executive Director

9025 Federal, LLC (“Participant”)

Date

David Berry, Managing Member



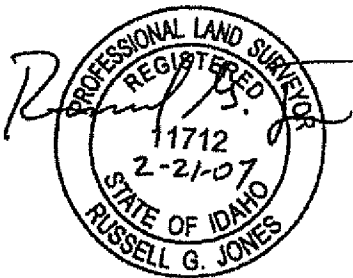
THREE RIVERS LAND SURVEYING, P.C.

Parcel B-Amended

A parcel of land situated in the Southeast One-Quarter of the Southwest One-Quarter (SE¼ SW¼) and the Northeast One-Quarter of the Southwest One-Quarter (NE¼ SW¼) of Section 7, Township 2 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho. (With all bearings contained herein being relative to a bearing of North 17°52'00" West, along the Northeasterly Right-of-Way of Interstate No. 84 as referenced by stations 3091+40.36 to 3096+37). Said parcel of land being more particularly described as follows:

Commencing at a point on the southeasterly Right-of-Way line of South Federal Way (Highway 30) and also being the Northeast corner of Lot 12 of Harlan Subdivision, recorded in Book 12 of Plats, Page 662 of the Ada County, Idaho Records, a found 5/8" rebar with cap, L.S. 6901, whence the South One-Quarter (S¼) corner of said Section 7, being a found Ada County Engineers Office aluminum monument bears South 25°15'27" East, a distance of 1460.38 feet; the True Point of Beginning; thence along said southeasterly Right-of-Way line of South Federal Way South 17°52'57" East, a distance of 194.81 feet to a set 5/8" rebar with cap, L.S. 11712, thence leaving said southeasterly Right-of-Way line of South Federal Way, North 90°00'00" West, a distance of 332.41 feet to a set 5/8" rebar with cap, L.S. 11712; thence North 17°52'57" West, a distance of 194.95 feet to a point on the northerly line of said Harlan Subdivision, a set 5/8" rebar with cap, L.S. 11712; thence along said northerly boundary of Harlan Subdivision, South 89°58'37" East, a distance of 332.46 feet to the True Point of Beginning. Said parcel of land containing 61,650 square feet or 1.41 acres, more or less.

December 26, 2006
Revised February 21, 2007



805 So. Middle Fork Road
Garden Valley, Idaho 83622
(208) 462-2266
Fax: (208) 462-2268

RECORD OF SURVEY
PROPERTY LINE ADJUSTMENT

SITUATED IN THE SE 1/4 SW 1/4 & THE NE 1/4 SW 1/4 OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 3 EAST, BOISE MERIDIAN
CITY OF BOISE, ADA COUNTY, IDAHO.

Record of Survey No. **7891**

CERTIFICATE OF OWNERS

We, the undersigned, do hereby certify that we are the owners of Parcel A, Parcel B, Parcel C, Parcel D as shown in this Record of Survey and being Lot 12, Lot 13, Lot 14, Lot 34, Lot 35, Lot 36, Lot 37 and Lot 38, Harmon Subdivision and Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, Harmon Subdivision and Lot 1, Lot 2, Lot 3 and Lot 4, Harmon Subdivision as shown and recorded as represented on this survey, and that this property line adjustment is acceptable.

Arthur Berry Family, LLC

Arthur Berry Family, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA)
I, the undersigned, do hereby certify that I am a Notary Public for the State of Idaho and that I am duly qualified to perform the duties and obligations of a Notary Public in and for the State of Idaho.
My commission expires: 1/1/16
Residing in: Boise Idaho.

APPROVAL OF BOISE CITY PLANNING DIRECTOR
I do hereby certify that I am the City Planning Director in and for the City of Boise, Ada County, Idaho and that this Record of Survey is in conformance with the provisions of Section 9-20-4.E.2 of the Boise City Code.

Date: 3-14-07
Hil Simmons
Boise City Planning Director

SUPERVISOR'S CERTIFICATE
I, Russell G. Jones, do hereby certify that I am a Registered Land Surveyor licensed by the State of Idaho, and that this map has been prepared for the Betty Family, LLC from an actual survey made on the ground by me or under my direct supervision, and that this map is an accurate representation of said survey, and is in conformity with the provisions of said statute, and is in conformity with the provisions of said statute through 05-1612.
Russell G. Jones
P.L.S. # 11712

U.S. West Comm. Inc. Easement
Inst. No. 98099993

LEGEND

- Indicates a found Ada Co. Section Monument, as shown
- Indicates a found pipe, as shown
- Indicates a found 1/2" Rebar w/cap marked L.S. 4431
- Indicates a set 5/8" x 24" Rebar w/cap marked L.S. #1172
- Indicates a 5/8" Rebar w/cap, as shown
- Indicates boundary and parcel line
- - - indicates edge of asphalt
- - - indicates boundary tie line
- - - indicates on overhead electric line
- - - indicates a power pole
- - - indicates existing fencing

REFERENCE DOCUMENTS:
(Ada County-Records)

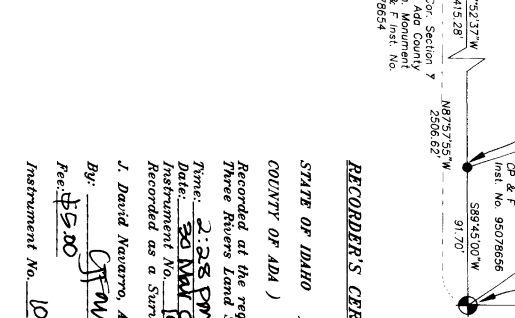
- Record of Survey No. 3482-(Inst. No. 96024540)
- Everest Subdivision-Book 95 of Plats, Page 11671
- Harmon Subdivision-Book 12 of Plats, Page 662
- Warranty Deed-Inst. No. 100058149
- Document-Inst. No. 671176
- Document-Inst. No. 96007344
- Document-Inst. No. 98099993
- Easement Document-Inst. No. 671176

SURVEY NOTES:

- Date of Survey: December 6-11, 2006.
- Date of Preparation: December 4-14 and 26, 2006; January 28, 2007.
- Basis of Bearing: A bearing of North 1752'00" West along the Northeastly Right-of-Way Line of Interstate No. 84, being found 1/2" Rebars w/caps marked L.S. 4431.
- A title commitment prepared by Title One Corporation (Commitment No. A06B1443G/CW) was used in the preparation of this survey.

NOTES:

- All existing buildings are accurately depicted.
- This parcel may not be divided unless plotted and approved by Boise City. The original parcels are no longer a buildable parcel pursuant to this Record of Survey.
- This property is currently zoned M-1D.
- This Record of Survey has been approved by Boise City under Application ROS-07-20005.



RECORDED AT THE REQUEST OF
Three Rivers Land Surveying, P.C.
Date: 30 MAR 07
Instrument No. 107045283
Recorded as a Survey

I, David Navarro, Ada County Recorder
By: DFM Deputy
Fee: \$5.00
Instrument No. 107045283

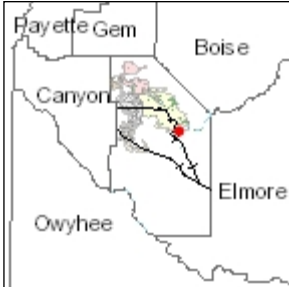
RECORD OF SURVEY-Berry Family LLC
Property Line Adjustment
SCALE: 1" = 60'
DATE: JANUARY 28, 2007
JOB NO. 2006-075
DRAWING: 2006-075.dwg

Three Rivers Land Surveying, P.C.
805 So. Middle Fork Road
Garden Valley, Idaho 83622
(208) 482-2266

RECORDED AND INDEXED
MAR 1-31-07
11712
ADA COUNTY CLERK
RENEE G. SPAN

Exhibit A (continued)

Depiction of Project Site



Legend

- + Railroad
- Roads (2,000 - 4,000 s)
 - <all other values>
 - Interstate
 - Ramp
 - Principal Arterial
 - Collector
 - Minor Arterial
 - Local
 - Parks
 - Alley
 - Driveway
- Parks
- Water
- Parcel Numbers
 - Condos
 - Parcels
- AdaOrthos2016
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

Exhibit B:

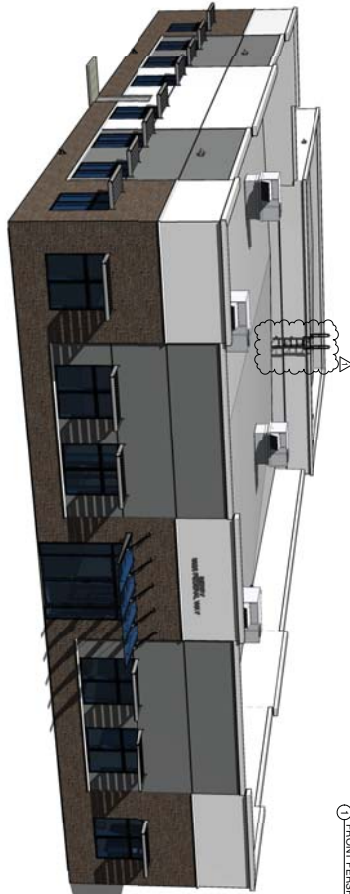
object selection rendering



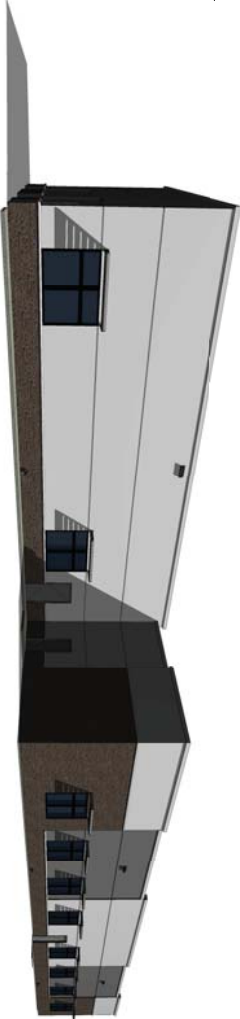
Exhibit B continued:
object elevation ends in



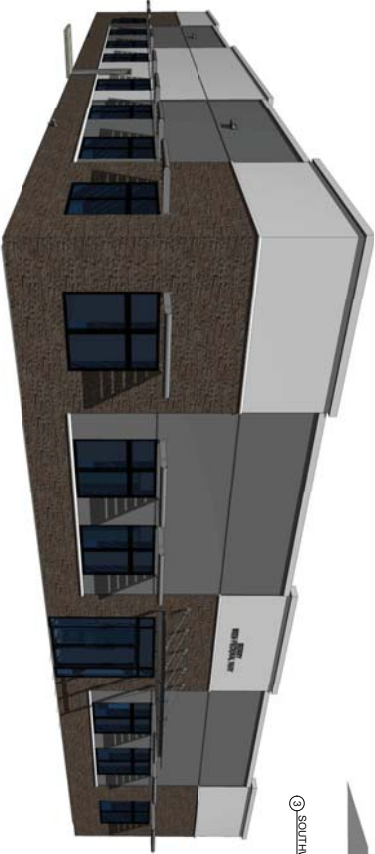
① FRONT PERSPECTIVE



② PERSPECTIVE FROM ABOVE



③ SOUTHWEST CORNER PERSPECTIVE



④ SOUTHEAST CORNER PERSPECTIVE

OFFICE BUILDING
9025 S. FEDERAL WAY
BOISE, ID
DAVID BERRY
PERSPECTIVES



dra PLLC
DESIGN RESOURCES
ARCHITECTS
1015 S. LA MONTE STREET
BOISE, IDAHO 83725
www.dra-arch.com
david.berry@draarch.com

EXPHES: 06/22/2020

No.	Description	Date
1	AHJ COMMENTS & CLARIFICATIONS	07/15/19

Project Number: 1801
Date: 04/10/18
Drawn by: NATE H.
Checked by: NATE H.

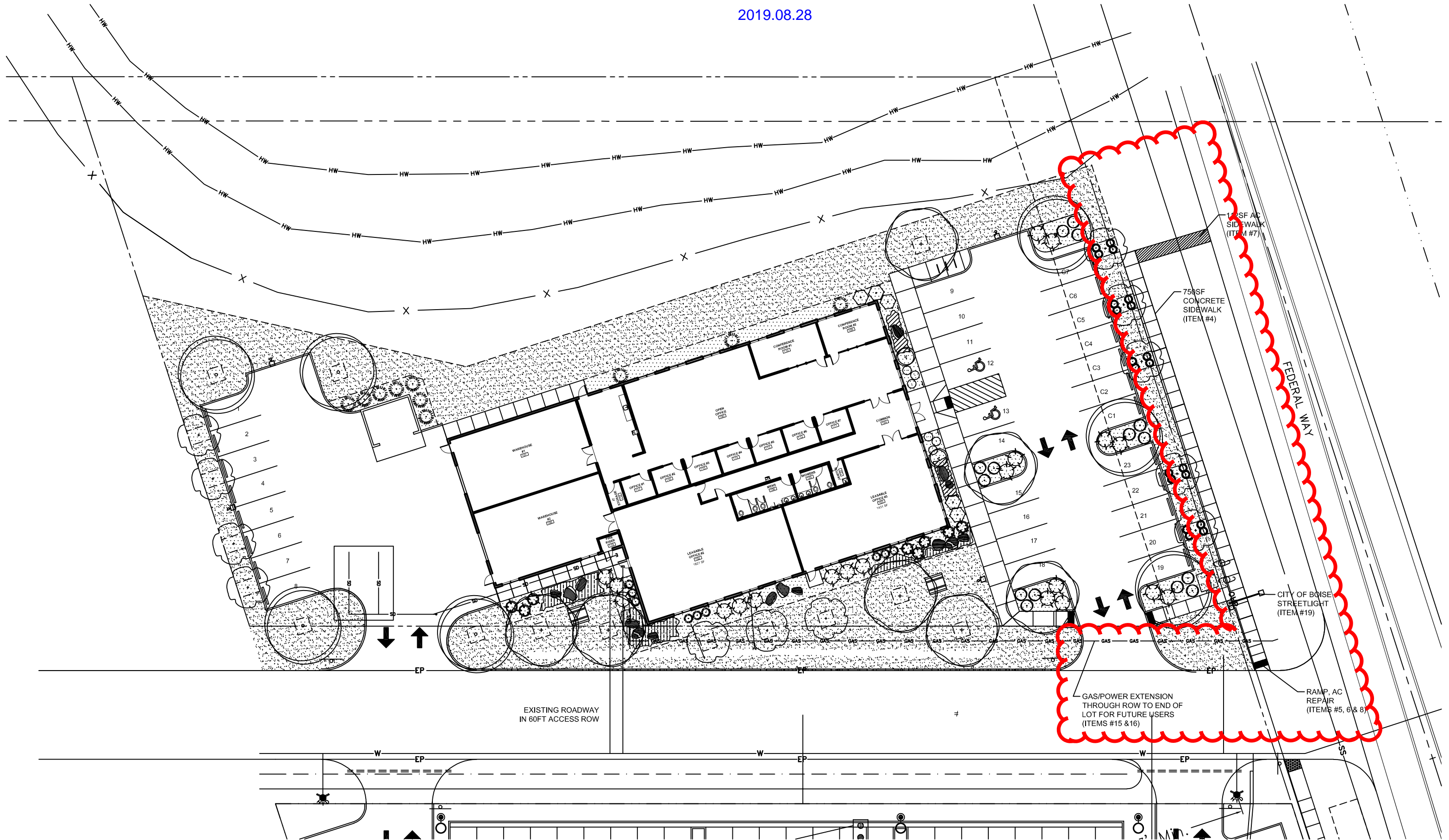
A-901



Exhibit C:

u ic o e ent n nd ende in

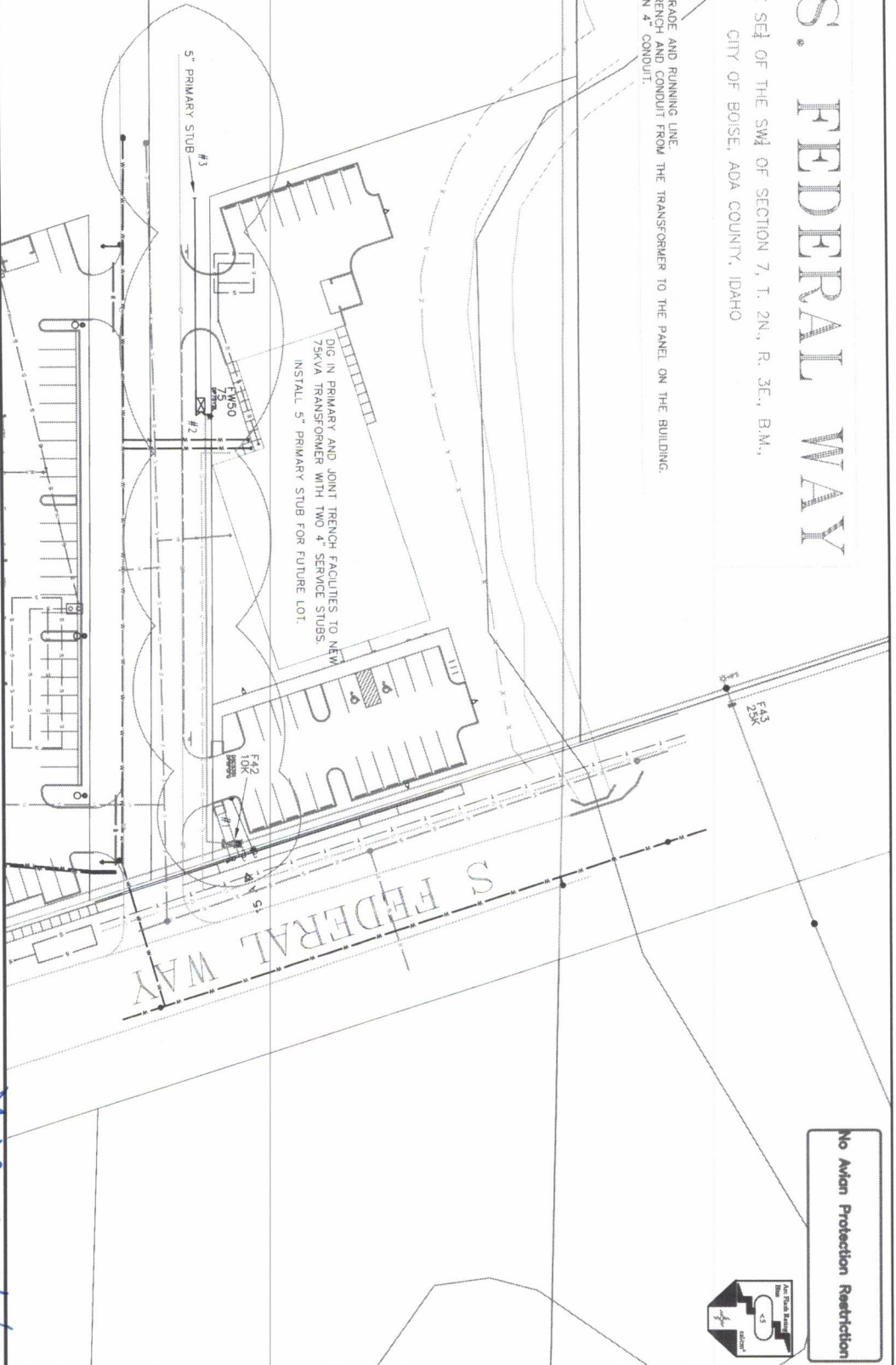
2019.08.28



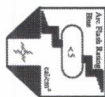
9025 S. FEDERAL WAY

PART OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 7, T. 2N., R. 3E., B.M.,
CITY OF BOISE, ADA COUNTY, IDAHO

DEVELOPER TO STAKE LOCATION, GRADE AND RUNNING LINE.
DEVELOPER TO INSTALL SERVICE TRENCH AND CONDUIT FROM THE TRANSFORMER TO THE PANEL ON THE BUILDING.
SERVICE WIRE WILL BE 350 QUAD IN 4" CONDUIT.



No Avian Protection Restriction



Job Title: 9025 FEDERAL LLC - 9025 S FEDERAL WAY BOISE - NEW SVC
 Additional Description: POWER TO A 600 AMP PANEL 3 PHASE 120/208 FOR COMMERCIAL BUILDING WITH 4 METERS

Qua	TWN	Rng	Sec	BM
1	02N	03E	07	BM
State	County	City		
ID	Ada			

Surveyed or GPS: NONE
 Joint Use Abandonment: NO
 Pre-Built Date: _____
 Built as Designed: _____
 Construction Date: _____
 Operating Voltage: 34.5 kV

FDR By: _____
 Date: _____
 AC/FM By: _____
 Date: _____

Designer: CLS1973
 Design No: 0000136826
 Work Order No: 27533740
 Date: 7/24/19

IDAHO POWER Co. WORK ORDER MAP

SCALE: 1" = 50

Sheet 1 of 1

Exhibit D
Schedule of Eligible Expenses Estimate

CCDC Participation Program
Type 2 Eligible Expenses Application Form
Actual Eligible Costs To Be Determined by CCDC

Project Name: 9025 Federal Way

Plan Date: 8/8/19

By: David Berry

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition/preparation	SF	\$ 2.50	4,400	\$ 11,000.00
2	Replace subbase	CY	\$ 50.00	150	\$ 7,500.00
3	Swale Repair	SF	\$ 20.00	400	\$ 8,000.00
SIDEWALK WORK:					
4	Scored concrete sidewalk	SF	\$ 22.00	750	\$ 16,500.00
5	Concrete Pedestrian ramp	EA	\$ 1,250.00	1	\$ 1,250.00
6	Truncated dome	EA	\$ 750.00	2	\$ 1,500.00
7	AC Pedestrian ramp	SF	\$ 18.00	112	\$ 2,016.00
OTHER:					
8	Asphalt repair	LS	\$ 500.00	1	
9	Vertical curb and slots (city requirement on access ROW)	LF	\$ 200.00	50	
10	Asphalt repair along access ROW	SF	\$ 8.00	400	
SITUATIONAL FURNISHINGS:					
11	Stop Sign	EA	\$ 300.00	1	
OTHER:					
12	Landscaping—Seven (7) Trees in ROW	EA	\$ 300.00	7	
13	Landscaping—general	LS	\$ 2,000.00	1	
14	Irrigation in ROW	LS	\$ 2,000.00	1	
Total Streetscape Costs:					\$ 47,766.00

Exhibit D continued
 Schedule of Eligible Expenses Estimate

CCDC Participation Program
Eligible Costs Application Form
 Actual Eligible Costs To Be Determined by CCDC

INFRASTRUCTURE & UTILITIES: (In right-of-way)

		UNIT	UNIT PRICE	QUANTITY	TOTAL COST
STORM WATER MITIGATION:					
	N/A		0	0	0
UTILITIES:					
15	Power line (new/relocation/extension)	LS	25,787	1	25,787
	Sewer line (new/relocation/extension)		0	0	0
16	Natural gas line (new/relocation/extension) (est.)	LS	0	1	0
17	Phone line (new/relocation/extension) TBD		0	0	0
18	Fiber line (new/relocation/extension) TBD		0	0	0
18.5	Fiber Conduit Raceway	LS	1,590	1	
STREET:					
19	New Lighting	EA	18,560	1	18,560
PATH:					
	N/A				
ALLEY:					
	N/A				
PLAZA:					
	N/A				
OTHER:					
	TBD		0	0	0
	TBD		0	0	0
Total Infrastructure & Utilities Costs:					44,347

Exhibit D continued
 Schedule of Eligible Expenses Estimate

CCDC Participation Program			
Eligible Costs Application Form			
Actual Eligible Costs To Be Determined by CCDC			
SITE:			
Brownfield Environmental Assessment	0	0	0
Brownfield Environmental Remediation	0	0	0
Clearance	0	0	0
Grading	0	0	0
OTHER:			
TBD	0	0	0
TBD	0	0	0
Total Site Costs:			0
Historic Register Building Façade Restoration Costs:			
TBD, Qualifying Costs	0	0	0
TBD, Qualifying Costs	0	0	0
TBD, Qualifying Costs	0	0	0
TBD, Qualifying Costs	0	0	0
Total Façade Restoration Costs:			0
TOTAL ELIGIBLE COSTS:			92,113
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.			

Exhibit E

Confirmation of Reimbursement (Draft)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE (“Payment Schedule”) is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code (“CCDC”), and 9025 Federal, LLC, an Idaho Limited Liability Company (“Participant”).

WITNESSETH:

1. CCDC Contribution

CCDC has, pursuant to the procedures set forth in the Type 2 General Assistance Participation Agreement by and between the Capital City Development Corporation and Participant with an effective date of _____ (the “Participation Agreement”), determined the CCDC Reimbursement for the Development, as those terms are defined in the Participation Agreement, shall be _____ and ___/100 dollars (\$_____) (the “CCDC Reimbursement”).

2. Payment Schedule

CCDC agrees to reimburse Participant for the amount of the CCDC Reimbursement, or less as set forth and explained below, without interest from the Effective Date of this Payment Schedule as follows:

CCDC shall make a total of up to six (6) “Annual Payments”. The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2019 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2019 tax year assessed value of the Site, as determined by the Ada County Assessor is \$_____.

First Annual Payment – Due on or before September 30, _____.
CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

Second Annual Payment – Due on or before September 30, _____.
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____ [insert year]

Third Annual Payment – Due on or before September 30, _____

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of [insert year]

Fourth Annual Payment – Due on or before September 30, [insert year]
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of [insert year]

Fifth Annual Payment – Due on or before September 30, [insert year]
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of [insert year]

Sixth Annual Payment – Due on or before September 30, [insert year]
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of [insert year]

CCDC may redeem, at any time, in whole or in part, without penalty, the then principal amount outstanding.

Participant acknowledges that the sum of the four Annual Payments may be less than the CCDC Reimbursement if the tax increment generated by the Development during the Reimbursement Period is less than the CCDC Reimbursement.

If the CCDC Reimbursement is not fully reimbursed by the four Annual Payments or by the Termination Date of the Plan, CCDC will not be obligated to make any additional payments.

3. Limitation on Making Payments

It is the intention of the parties that Participant shall only be paid from the Incremental Tax Revenues, if any, which are paid or are payable to CCDC as a direct result of the Private Development constructed by the Participant on the Site. If, for any reason, the Incremental Tax Revenues anticipated to be received by CCDC as a direct result of the Private Development on the Site are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree, CCDC shall have no obligation to pay the tax increment obligation to Participant as described in this Agreement from other sources or monies which CCDC has or might hereinafter receive.

4. Except as expressly modified above, the terms and conditions of the Participation Agreement are still binding on CCDC and Participant as set forth in such Participation Agreement.

Signatures on Following Page

IN WITNESS WHEREOF, this Payment Schedule has been entered into as of the date and year first above written.

AGENCY:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
John Brunelle, Executive Director

Date

PARTICIPANT:
9025 FEDERAL, LLC

By: _____

Its: _____

Date



AGENDA BILL

Subject: Employee Manual Update		Date: January 13, 2020
Staff Contact: John Brunelle	Attachment: 1. Resolution No. 1638 2. CCDC Employee Manual - EXCERPT	
Action Requested: Adopt Resolution No. 1638 authorizing the updates to the CCDC Employee Manual with an effective date retroactive to January 1, 2020.		

Background:

The Agency continually accumulates Employee Manual updates to keep it current and relevant. Those updates are then periodically submitted for Board consideration. The Board last approved Employee Manual updates at its December 2017 meeting with the changes taking effect January 1, 2018. Today's updates are generally of the housekeeping variety rather than substantive changes. They have been reviewed by the Executive Committee and counsel.

Boise's sustained development and redevelopment boom shows no signs of abating. The current labor market is highly competitive and unemployment rates are at historical lows. An up-to-date Employee Manual strengthens the Agency's ability to compete for, retain, and promote highly qualified and highly capable employees and to create a positive work environment where outstanding results are quickly produced.

Summary of Changes:

Chapter 4. Hours and Attendance.

- 4.5 Telecommuting Policy.
 - A comprehensive update that recognizes the widely-accepted use of this alternative in today's workplace. These improvements are designed to make telecommuting a practical option for the Agency and its employees with clear requirements and expectations and accountability measures.

Chapter 5. Travel / Meeting Expense Policy.

- Numerous, minor technical and grammatical improvements throughout.
- Replaces references to the State Board of Examiners with the federal General Services Administration for standardized mileage and per diem reimbursement rates.
 - The State Board of Examiners policy also references the GSA rates.
- Adds references to new services such as ride-hailing that have only recently become viable, cost-effective, and reliable options.
- No new benefits added.
- Numerous, minor technical and grammatical improvements throughout.

Chapter 8. Leaves.

- 8.2.1 Vacation Leave Accruals. Rephrases language considered confusing regarding length of employment and annual vacation hours earned.
- Maintains current accrual rate.

Fiscal Note:

No new fiscal impact.

Staff Recommendation: Approve updates to Employee Manual.

Suggested Motion:

I move adoption of Resolution No. 1638 authorizing the updates to the CCDC Employee Manual with an effective date retroactive to January 1, 2020.

RESOLUTION NO. 1638

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 ADOPTION OF CERTAIN REVISIONS AND CHANGES TO THE EMPLOYEE MANUAL FOR THE URBAN RENEWAL AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; PROVIDING FOR MODIFICATION TO THE EMPLOYEE MANUAL TO BE EFFECTIVE RETROACTIVE TO JANUARY 1, 2020; 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 the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the Agency Board previously approved an Employee Manual (formerly titled the "*Personnel Manual*") for the employees of the Agency, dated November 1999; and,

WHEREAS, the Employee Manual for the employees of the Agency was revised by the Agency Board on December 14, 2015, through the adoption of Resolution No. 1409; and,

WHEREAS, the Employee Manual for the employees of the Agency again was revised by the Agency Board on December 11, 2017, through the adoption of Resolution No. 1518; and,

WHEREAS, the Agency now finds it necessary to make certain changes and revisions to the Employee Manual, which changes and revisions are set forth in the Employee Manual attached hereto and incorporated herein as EXHIBIT A; and,

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

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

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 revised Employee Manual, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved and effective retroactive to January 1, 2020.

Section 3: That the Executive Director is authorized and directed to take all appropriate action to implement the revisions and additions to the Employee Manual including distribution to Agency employees and receipt of signed acknowledgment by Agency employees as necessary.

Section 4: 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 January 13, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on January 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary



EMPLOYEE MANUAL

EXCERPT

Adopted by the CCDC Board of Commissioners, ~~December~~ January 13, 201720, Resolution No. 154638

Effective Date
January 1, 201820



CAPITAL CITY DEVELOPMENT CORPORATION

EMPLOYEE MANUAL

ADOPTED BY THE BOARD OF COMMISSIONERS

EFFECTIVE DATES

- November 1999
- February 2001
- October 2001
- October 1, 2003
- January 14, 2008
- May 27, 2008
- February 13, 2012
- January 1, 2016
- January 1, 2018
- January 1, 2020

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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.~~

4.5.1 Purpose

This policy establishes alternatives to employees being physically present in the Agency's office during normal working hours. The goals of the policy are to:

1. Provide work location flexibility that benefits both the employee and the Agency.
2. Enhance performance and increase productivity.
3. Mitigate any potential or perceived safety issues if long hours must be worked.
4. Reduce vehicle miles traveled.

4.5.2 General Issues

The ability for an employee to work remotely from the Agency's primary business location via telecommuting is entirely at the discretion of the Executive Director. It is not an employee right. Its use must benefit both the Agency and the employee as determined by the Executive Director. Authorized employees are covered by Workers Compensation during their remote working hours, as applicable.

4.5.3 Eligibility

This policy is designed primarily for exempt employees. Exempt employees are expected to work as many hours as necessary to fulfill their position responsibilities. Executive Director permission is not necessary for exempt employees to work additional hours beyond the normal 40-hour work week. The Executive Director determines non-exempt employee eligibility to telecommute. Generally, non-exempt employees provide support services for exempt staff and the public. Their absence from the office impedes Agency productivity.

4.5.4 Executive Director Authorization

An employee can request authorization from the Executive Director to telecommute. The employee's request must be in writing as must the Executive Director's authorization. The Executive Director can terminate an employee's authorization at any time.

4.5.5 Evaluation Criteria

The Executive Director will use these criteria to decide whether to authorize an employee to telecommute and to measure employee performance as the basis for continued authorization:

4.5.5.1 Schedule

In lieu of working in the office during standard Agency working hours an employee must propose (and, if authorized, comply with) a formal work schedule. That schedule must then be approved by the Executive Director. An employee's work schedule must total at least 40 hours per week.

4.5.5.2 Availability

Employees authorized to telecommute must be available during regular office hours unless an alternative schedule has been approved by the Executive Director.

4.5.5.3 Responsiveness

Employees telecommuting have an increased responsibility for responsiveness. The expectation is that all communications, including text, telephone and email messages, will be acknowledged and, if possible, responded to within 24 hours. Responsiveness is a key telecommuting performance measure assessed by the Executive Director.

4.5.5.4 Productivity

An employee authorized to telecommute is held to the same productivity standard as an employee working in the Agency's office. An authorized employee must be available when needed and, on

request, appear in-person at the Agency. An authorized employee's productivity is assessed by the Executive Director.

4.5.6 Equipment and Workspace

All equipment necessary for an authorized employee to telecommute must be provided by the authorized employee at his / her expense. The Agency will supply the support services and communication software necessary for the employee to remotely access the work desktop, files and data. Any operating system or hardware upgrades or purchases or any modem or phone line installation and maintenance necessary to be installed in the employee's remote location to allow the employee to telecommute must be provided by the employee. The employee must subscribe to an internet speed of at least 3 Mbps from their internet service provider. Workspace needs are the exclusive responsibility of the employee. The Agency assumes no responsibility for personal equipment or associated costs.

4.5.7 Tech Support

Employees authorized to telecommute are allowed to utilize the Agency's information technology service provider for technical support when necessary to enable remote access to conduct official Agency business.

4.5.8 Security

Employees authorized to telecommute are responsible for providing adequate protection to prevent unauthorized access to Agency files, data, software, servers, 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-protected access. Authorized employees must use only private, password-protected networks and not work in public places using public Wi-Fi networks. All Agency online financial transactions with banks and other financial institutions must be performed using Agency computers on-site in Agency offices. Remote financial transactions are prohibited. Authorized employees must adhere to current Agency security policies and requirements.

4.5.9 Client confidentiality

Employees authorized to telecommute must protect and maintain the confidentiality of all Agency business beginning with but not limited to not discussing or sharing sensitive Agency information in a public area.

4.5.10 Dependent Care

While telecommuting may facilitate employees' working around family responsibilities, it is not intended to be a substitute for family care. Authorized employees shall not have the primary responsibility for childcare, dependent adult care, or other duties not ordinarily part of his or her job duties during scheduled telecommuting work hours.

4.5.11 Outside Responsibilities

Authorized employees may not engage in work related to other jobs or to run a business or any other outside activities such as church, community organization or club activities during scheduled telecommuting work hours.

4.5.12 Records and Communication

All material, information, and data on the authorized employee's equipment is governed by Section 12.6 of this Employee Manual and likely subject to the Idaho Public Records Law.

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 coworkers 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 OF PERSONAL VEHICLE

The cost of transportation by private vehicles is reimbursed at the mileage rate established by the State Board of Examiners GSA (U.S. General Services Administration), computed according to a commonly used online mapping utility which supports the distance as the most direct and/or efficient route. Associated driving expenses such as garage and parking fees, road and bridge tolls, and similar expenses are also reimbursable.

If private conveyance-vehicle is used, liability insurance in the amount required by specified in Idaho Code § 49-117(16) shall be provided is required. 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 Reimbursement for commercial airfare shall be limited to the cost of the lowest available class of passage rate standard fare, such as "eCoach," "Main," or similar "Economy" classification. Travel on "Saver" or "Basic" airfares is not required due to the higher incidence of trip delay and involuntary denied boarding. Reimbursement for 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 a reasonably early 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 eligible for reimbursement, are not allowable and are the responsibility of the traveler employee, 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 reasonable 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.

Vehicle Rental. Traveling employees who rent ~~automobiles-vehicles~~ 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. 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 ~~i~~ncidental ~~e~~xpenses (M&IE).— 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.seo.idaho.gov/LivePages/state-travel-policy-and-procedures.aspx>), set forth in Appendix A hereto which also require that established by the federal General Services Administration (GSA) for both in-state and out-of-state travel.~~ Incidental expenses are included in the M&IE which includes such expenses as baggage handling tips. ~~For partial day travel use the GSA’s “first and last day of travel” rates. 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.seo.idaho.gov/LivePages/state-travel-policy-and-procedures.aspx>).~~

Other Expenses. Reimbursement will be made for miscellaneous expenses such as taxis, shuttles, ride hailing services such as Uber and Lyft, etc. Courtesy services offered by hotels or hosting agencies should be used when practical. 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, together with a thorough detailed explanation and upon Executive Director 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 and official business-related special tour 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 non-business related 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-an employee~~ use a corporate credit card to charge travel/meeting expense and not provide proper documentation, that ~~person-employee~~ shall ~~pay-be responsible to 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 employee~~ to ~~disciplinary measures up to and including~~ dismissal. Any unauthorized charge on the card ~~shall-becomes~~ be the responsibility of the ~~individual-employee~~.

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).

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:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>
Beginning of eligibility through the completion of the first year	10 hours per month
Beginning of year 2 through the completion of the fourth year	12 hours per month
Beginning of year 5 & over	14 hours per month

<u>Months of Employment</u>	<u>Vacation Hours Earned</u>
0 to 12 months	10 hours per month
13 to 48 months	12 hours per month
49 or more months	14 hours per month

Regular part-time employees will receive vacation on a pro-rata basis.

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. The maximum amount of Paid Parental Leave is six (6) weeks. Employees will be eligible for this leave when they have been employed by the Agency continuously for at least 6 months. New employees may not be eligible for such leave unless approved in writing by the Executive Director. Temporary employees are not eligible for paid maternity/paternity/adoption leave under this policy. Paid Parental Leave is compensated at 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 or take leave without pay, 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.



IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Consider Resolution No. 1639 approving Amendment No. 1 to the Access, Use & Signage License Agreement with Idaho Trust Bank		Date: January 13, 2020
Staff Contact: Max Clark Mary Watson	Attachments: <ul style="list-style-type: none"> - Resolution No. 1639 - Access, Use & Signage License Agreement Amendment No. 1 - Letter from bank requesting extension 	
Action Requested: Adopt Resolution No. 1639 approving Amendment No. 1 to the Access, Use & Signage License Agreement between Agency and Idaho Trust Bank		

Fiscal Notes:

The agreement calls for Idaho Trust Bank to pay each month 150% of the current market rate for each of six parking spaces. At this time the Agency receives \$900 each month from the bank, or \$10,800 annually.

Background:

Idaho Trust Bank (ITB) has had a license agreement with CCDC since January 2006 for a drive-through banking facility and associated banking signage. The agreement accompanied ITB’s move into the BoDo Development at that time. The agreement itself is primarily for the use of six (6) parking spaces for a drive-through banking facility, consisting of an ATM and stations for transacting business with the bank. The purpose of the drive-through bank is to facilitate business by making banking available 24/7 and to facilitate access to the bank by customers covered under the Americans with Disabilities Act. ITB has been a good partner with the Agency, and there have been very few operational issues.

The original lease is for 20 years, renewable in five-year increments. Although there are five years left on the initial lease (effective through December 31, 2025), ITB is requesting an additional ten years be added to the lease – extending the least to 2035. ITB is requesting this because it intends to invest in a branch office elsewhere in Boise. ITB wishes the security of knowing its home office will be in the present location through 2035.

The primary implication of this request is that the Agency forgoes the opportunity to “shop” the garage space out to other banks that may be willing to pay more for the space. However, given the longstanding good relationship with ITB, Agency staff does not wish to speculate on the

possibility of an alternative deal and recommends the Agency continue with its agreement with ITB.

Staff Recommendation:

Adopt Resolution No. 1639.

Suggested Motion:

I move to adopt Resolution No. 1639 approving Amendment No. 1 to the Access, Use & Signage License Agreement between Agency and Idaho Trust Bank.

RESOLUTION NO. 1639

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 AMENDMENT NO. 1 TO THE ACCESS, USE & SIGNAGE LICENSE AGREEMENT BETWEEN THE AGENCY AND IDAHO TRUST BANK; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE AMENDMENT NO. 1 AND ANY NECESSARY ADDITIONAL DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS; 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 the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, Agency is the owner of the multi-level parking facility known as the 9th & Front Garage and formerly known as the City Centre Garage; and,

WHEREAS, Idaho Trust Bank ("Idaho Trust") is an Idaho Corporation operating a bank in downtown Boise; and,

WHEREAS, Agency and Idaho Trust entered into an Access, Use & Signage License Agreement ("Agreement") on January 11, 2006, to allow Idaho Trust to create and use a drive-up banking facility ("Drive-Up Bank") in the 9th & Front Garage; and,

WHEREAS, for its approval, Agency found that the Drive-Up Bank was in the best interest of the public for the following reasons: a.) it added value to the environment surrounding the parking garage; b.) the Drive-Up Bank is located in close proximity to the main banking facility located in the BoDo development project, which project received the support and endorsement of the Agency; and c.) providing the Drive-Up Bank space is strongly recommended to meet the objectives of the Americans with Disabilities Act (ADA) and other applicable federal laws and regulations; and,

WHEREAS, the Agreement provided for an initial five-year term, commencing January 1, 2006 and ending December 31, 2010, plus three (3) additional five-year terms with the final term ending on December 31, 2025; and,

WHEREAS, Agency and Idaho Trust agreed that the total terms of the Agreement, if all additional terms were exercised, would be twenty (20) years; and,

WHEREAS, Agency and Idaho Trust desire to amend the Agreement to add two (2) additional five-year terms, resulting in the total terms of the Agreement, if all additional terms are exercised, being thirty (30) years with the final term ending on December 31, 2035; and,

WHEREAS, attached hereto as EXHIBIT A and incorporated herein as if set forth in full is the Access, Use & Signage License Agreement Amendment No. 1; and,

WHEREAS, the Agency Board finds it in the best public interest to approve Amendment No. 1 and to authorize the Chair, Vice-Chair or Executive Director and Secretary to execute Amendment No. 1 and to take other action as set forth herein.

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 Access, Use & Signage License Agreement Amendment No. 1, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Chair, Vice-Chair, or Executive Director and the Secretary of the Agency are hereby authorized to sign and enter into the Amendment No. 1 and to execute all necessary documents required to implement the actions contemplated by the Amendment No. 1, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Amendment No. 1 or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Amendment No. 1 and the comments and discussions received at the January 13, 2020, Agency Board meeting.

Section 4: 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 January 13, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on January 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary

**ACCESS, USE & SIGNAGE LICENSE AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO THE ACCESS, USE & SIGNAGE LICENSE AGREEMENT (“**Amendment No. 1**”) is entered into between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the state of Idaho (“**Agency**”), and Idaho Trust Bank, an Idaho Corporation (“**Idaho Trust**”).

RECITALS

WHEREAS, Agency is the owner of the multi-level parking facility known as the 9th & Front Garage and formerly known as the City Centre Garage.

WHEREAS, Agency and Idaho Trust entered into an Access, Use & Signage License Agreement (“**Agreement**”) on January 11, 2006, to allow Idaho Trust to create and use a drive-up banking facility (“**Drive-Up Bank**”) in the 9th & Front Garage.

WHEREAS, Agency found that the Drive-Up Bank was in the best interest of the public for the following reasons: a.) it added value to the environment surrounding the parking garage; b.) the Drive-Up Bank is located in close proximity to the main banking facility located in the BoDo development project, which project received the support and endorsement of the Agency; and c.) providing the Drive-Up Bank space is strongly recommended to meet the objectives of the Americans with Disabilities Act (ADA) and other applicable federal laws and regulations.

WHEREAS, the Agreement provided for an initial five-year term, commencing January 1, 2006 and ending December 31, 2010, plus three (3) additional five-year terms with the final term ending on December 31, 2025.

WHEREAS, Agency and Idaho Trust agreed that the total terms of the Agreement, if all additional terms were exercised, would be twenty (20) years.

WHEREAS, Agency and Idaho Trust desire to amend the Agreement to add two (2) additional five-year terms, resulting in the total terms of the Agreement, if all additional terms are exercised, being thirty (30) years with the final term ending on December 31, 2035.

AGREEMENT

IN CONSIDERATION of the mutual promises contained herein and those contained in the Agreement dated January 11, 2006, and for other good and valuable consideration, acknowledged by the Parties to be satisfactory and adequate, Agency and Idaho Trust hereby agree as follows:

1. Article 4.1 of the Agreement is hereby amended to read as follows:

The term of this Agreement shall be for five years, commencing January 1, 2006, and ending on December 31, 2010. Idaho Trust may, at any time during the fifth year of the Agreement, extend the terms of the Agreement for an additional five year term by providing notice to the Agency of its decision as provided in this Agreement. Idaho Trust may extend the term of this Agreement for an additional five years at any time during the tenth year in the same fashion as described above. Idaho Trust may extend the term of this Agreement for an additional five years at any time during the fifteenth year in the same fashion as described above. Idaho Trust may extend the term of this Agreement for an additional five years at any time during the twentieth year in the same fashion as described above. Idaho Trust may extend the term of this Agreement for an additional five years at any time during the twenty-fifth year in the same fashion as described above. The total term of this Agreement if all extensions are exercised shall be ~~twenty years~~ thirty (30) years.

2. Article 13 of the Agreement is hereby amended to update the addresses of the Parties:

Agency: Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
Fax Number: 208-384-4267

Idaho Trust: Idaho Trust Bank
888 W. Broad Street
Boise, Idaho 83702
Attention: Thomas Prohaska, President

3. All other terms and conditions of the original Agreement remain in full force and effect except as expressly modified by this Amendment No. 1.

END OF AMENDMENT NO.1 | Signatures appear on next page.

EXECUTED AND EFFECTIVE as of the date last written below.

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO
also known as Capital City Development Corporation

Chairperson

_____, 2020

ATTEST:

Secretary

IDAHO TRUST BANK

Thomas Prohaska
Chairman, President, and CEO

_____, 2020



RECEIVED
OCT 04 2019
Capital City Development Corp

September 30, 2019

Sent via U.S. Mail

Max Clark
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Re: Amendment to Access, Use, & Signage License Agreement

Dear Max:

Pursuant to the conversation you had with Tom Prohaska, please find enclosed two duplicate originals of the Amendment to Access, Use, & Signage License Agreement. Please retain a copy for your file and send an executed version back to me.

Do not hesitate to contact Tom or myself if you have any questions. We look forward to a timely resolution of this matter.

Sincerely,

Kendall Prohaska
Associate General Counsel
Idaho Trust Bank

AMENDMENT TO ACCESS, USE & SIGNAGE LICENSE AGREEMENT

This Amendment is to provide for further extension periods as hereafter provided in an existing Access, Use, & Signage License Agreement.

Whereas, Idaho Trust National Bank, N.K.A. Idaho Trust Bank, (“Idaho Trust”) entered into an Access, Use, &, Signage License Agreement (“Agreement”) with Capital City Development Corporation (“Agency”) on January 11, 2005.

Whereas, Idaho Trust and Agency will be referred to collectively as the Parties.

Whereas, Agency is the owner of the multi-level parking garage in Boise (“Parking Garage”) commonly known as the City Centre Garage.

Whereas, Idaho Trust and Agency contracted for Idaho Trust to create and use a drive-up banking function in the Parking Garage (“Drive-Up Bank”).

Whereas, Agency found that the Drive-Up Bank was in the best interest of the public for the following reasons:

- a. It added value to the environment surrounding the Parking Garage;
- b. The Drive-Up Bank is located in close proximity to the main banking facility located with the BoDo project, a project which has received the support and endorsement of Agency;
- c. Providing such space is strongly recommended to meet the objectives of the American with Disabilities Act (ADA) and other applicable federal laws and legislations.

Whereas, Idaho Trust has created and used the Drive-Up Bank in promotion of the public interests defined above.

Whereas, the Parties agreed that the initial term of the Agreement would be for five years, commencing January 1, 2006, and ending on December 31, 2010.

Whereas, the Parties agreed that Idaho Trust may, at any time during the fifth year of the Agreement, extend the terms of the Agreement for an additional five years by providing notice to Agency of its decision as provided in the Agreement.

Whereas, the Parties agreed that Idaho Trust may extend the terms of the Agreement for an additional five years at any time during the tenth year in the same fashion as described above.

Whereas, the Parties agreed that Idaho Trust may extend the terms of the Agreement for an additional five years at any time during the fifteenth year in the same fashion as described above.

Whereas, the Parties agreed that the total terms of the Agreement if all extensions are exercised would be twenty years.

Whereas, in 2010 Idaho Trust exercised its option to extend its lease for another five years in compliance with the requirements of the Agreement.

Whereas, in 2015 Idaho Trust exercised its option to extend its lease for another five years in compliance with the requirements of the Agreement.

Whereas, Idaho Trust has the intention to extend the lease in 2020 for an additional five years.

Whereas, Idaho Trust has the intention to extend the lease in 2025 for an additional five years.

Whereas, Idaho Trust is committed to downtown Boise, provides numerous high-paying jobs, contributes to the downtown community and provides valuable Boise-based banking and wealth management services in the Boise downtown.

Whereas, Idaho Trust is the only bank in Idaho headquartered in Boise.

Whereas, Idaho Trust would like to modify the Agreement as follows:

1. To increase the possible extensions of the Agreement for an additional ten years, split between two five year terms.
2. Each term will be subject to the extension terms set forth in the original Agreement.
3. The total term of the Agreement would be modified, if all extensions are exercised, to be thirty years.

NOW, THEREFORE, the lease shall be amended by the full deletion of Article 4.1 and its replacement with a revised Article 4.1 to provide as follows:

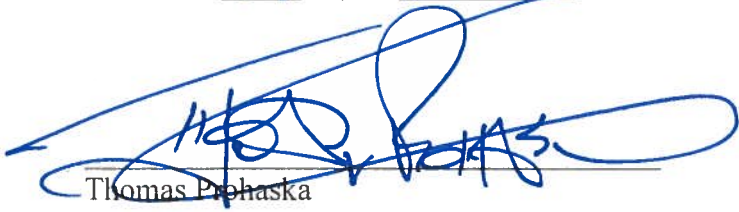
The term of this Agreement shall be for five years, commencing January 1, 2006, and ending on December 31, 2010. Idaho Trust may, at any time during the fifth year of the Agreement, extend the terms of the Agreement for an additional five year term by providing notice to the Agency of its decision as provided in this Agreement. Idaho Trust may extend the term of this Agreement for an additional five years at any time during the tenth year in the

same fashion as described above. Idaho Trust may extend the term of this Agreement for an additional five years at any time during the fifteenth year in the same fashion as described above. Idaho Trust may extend the term of this Agreement for an additional five years at any time during the twentieth year in the same fashion as described above. Idaho Trust may extend the term of this Agreement for an additional five years at any time during the twenty-fifth year in the same fashion as described above. The total term of this Agreement if all extensions are exercised shall be thirty (30) years.

Furthermore, the lease shall be amended in Article 13 to provide the address for Idaho Trust as follows:

**Idaho Trust Bank
888 W. Broad Street
Boise, Idaho 83702
Attention: Thomas, Prohaska, President**

Dated this 27 day of SEP., 2019.



Thomas Prohaska
Chairman, President, and CEO
Idaho Trust Bank

Capital City Development Corporation
a public body corporate and politic

Name: _____
Title: _____



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AGENDA BILL

Agenda Subject: Set Public Comment Date of March 9, 2020 to Consider Adjusting ParkBOI Parking Rates		Date: January 13, 2020
Staff Contacts: Max Clark, Director of Parking & Mobility	Attachments: None	
Action Requested: Set a public comment date for March 9, 2020 to consider raising parking rates.		

Fiscal Notes:

The current year FY 2020 budget included additional, estimated parking revenue based on increased monthly and all-day rates. It was anticipated that any rate adjustments would occur during the Spring of 2020.

Background:

Demand for parking in downtown Boise remains very strong. The ParkBOI system, comprised of six garages owned or operated by CCDC, is filled close to capacity during midday on most weekdays. There is a current waitlist of 171 individuals seeking parking in the ParkBOI system, half of which are current customers seeking a more favorable location. Our two most central garages, Capital & Main and 9th & Main, charge the highest rate at \$175/mo. and still have wait lists of 34 and 62 respectively.

The Parking Strategic Plan, commissioned by CCDC and finalized in 2016, forecasted this situation of demand exceeding supply. The transportation plan notes the following six strategies to address growth, in no particular priority order:

1. Review program organization, management and technology.
2. Maximize utilization of existing parking resources.
3. Increase utilization of alternative forms of transportation.
4. *Implement demand based parking pricing strategies.*
5. Review parking development and regulations.
6. Create additional parking.

Addressing strategy #4 will further strategies #3 and #6.

Rates were last adjusted in November of 2017, and became effective in February 2018. At that time the Board directed staff to review parking rates annually and consider more frequent, smaller adjustments, rather than the four-year review/adjust cycle that had been used in the past. Rates were not adjusted for FY19.

For the past 5+ years funds generated by the parking system have been used to fund structural maintenance, system-wide improvements, additional parking, and parking alternatives. In the time between the January and March meetings staff will conduct a short public survey to provide additional input on which efforts our stakeholders/customers might prefer.

Our Parking Management Plan and past practice has been that 30-day notice of our intent to change rates be given to our stakeholders and the general public. Because of the timing of our once-monthly Board meetings the March meeting is the next available date to hold the rate consideration meeting. In early February we will mail a stakeholder letter and rate sheet, as well as post and publish a public notice.

Staff Recommendation:

Set a public comment date of March 9th, 2020 to consider adjusting monthly, the daily maximum and miscellaneous rates, for implementation May 1, 2020.

Suggested Motion:

I move to schedule a public comment date for the Board meeting of March 9th, 2020 to consider adjusting parking rates effective no sooner than May 1, 2020; and authorize staff to take the necessary steps to prepare and publish public notice of the proposed rate increases; and to prepare and distribute notice of the proposed rate increases to current patrons and stakeholders.



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AGENDA BILL

Agenda Subject:

Resolution No.1640 Approving Jensen Belts Associates Task Order 19-001: Westside Park DD/CD/CA

Date:

January 13, 2020

Staff Contact:

Doug Woodruff

Attachments:

Resolution No.1640
Task Order 19-001: Westside Park DD/CD/CA

Action Requested:

Adopt Resolution No.1640 approving Jensen Belts Associates Task Order 19-001 for Westside Park final design and construction administration services.

Background:

The Westside Downtown Urban Park (“Westside Park”) is a proposed public space located at 1100 W Bannock Street in the Westside District. The project is an Agency placemaking and economic development initiative that furthers the objectives of the City’s Downtown Parks and Public Spaces Master Plan while promoting private investment adjacent to the park.

At its December 2019 public meeting, the Agency Board approved Resolution No. 1637 which approved the concept master plan for the Westside Park and directed Agency staff to commence with construction drawings and design approvals. Staff thereafter negotiated with Jensen Belts Associates, the landscape architect of record for the project, for the professional design services needed to take this project to its completion.

Jensen Belts Associates was initially selected by the Agency in 2017 through a statutorily-required Request For Proposal (RFP) process to provide design services to advance the Westside Park from prior concept to completed construction. The Agency reviewed and ranked proposals from three of its pre-qualified design professionals. Jensen Belts Associates was determined the best qualified and highest ranked proposer. Since then, Jensen Belts Associates has been acting on behalf of the Agency to deliver professional services associated with the Westside Park. If approved, Resolution No. 1640 will authorize execution of Task Order 19-001 for Jensen Belts Associates to advance with the remaining design services necessary to complete construction of Westside Park.

Task Order 19-001 includes a schedule which, if achieved by all involved parties, will deliver the project with the construction timeframes contemplated in the Westside Park Master Development Agreement. This includes important milestones, such as:

Public Open House about Artist and Concept Master Plan	January14, 2020
Parks Commission considers approval of Concept Master Plan	January 16, 2020
City Council considers approval of Concept Master Plan	January 2020
CCDC Board and City Council consider approval of Art Proposal	March 2020
Submit for ACHD and City Permits	May 2020
Park Construction	July 2020 – Jan 2021

Fiscal Notes:

The total amount paid for Task Order 19-001 shall not exceed One Hundred Eighty-Eight Thousand Five Hundred dollars (\$188,500). In order to prepare for any unforeseen changes that may affect the project’s design budget, Resolution No. 1640 authorizes a 10% contingency. CCDC will pay Jensen Belts Associates based on time and materials, with hourly rates not to exceed those on file with CCDC. The Westside Park project budget includes adequate funding to support these expenses.

Staff Recommendation:

Adoption of Resolution No.1640 approving Jensen Belts Associates Task Order 19-001 for Westside Park final design and construction administration services.

Suggested Motion:

I move to adopt Resolution No. 1640 approving Jensen Belts Associates Task Order 19-001 for Westside Park final design and construction administration services.

RESOLUTION NO. 1640

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING TASK ORDER 19-001 WITH JENSEN BELTS ASSOCIATES FOR DESIGN DEVELOPMENT, CONSTRUCTION DRAWINGS, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE WESTSIDE URBAN PARK; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-001; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; 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 the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

WHEREAS, in 2017, the Agency issued a Request for Proposals ("RFP") for professional design services for the Westside Urban Park to three (3) of its prequalified design professionals, in accordance with Idaho Code § 67-2320(2)(h); and,

WHEREAS, as a result of the RFP, the Agency reviewed and ranked the three (3) proposals in accordance with the criteria and procedures set forth in the RFP and thereafter selected Jensen Belts Associates as the best qualified and highest ranked proposer to provide the requested services to advance the Westside Urban Park from prior concept to completed construction; and,

WHEREAS, for the past two years Jensen Belts Associates has been acting on behalf of the Agency to deliver professional services associated with the Westside Urban Park, including design, public art visioning, park feature design and integration, partner meetings, coordination with partners on artist selection, and fog feature design integration with public art; and,

WHEREAS, at its December 2019 public meeting, the Agency Board adopted Resolution No. 1637 approving the concept master plan for the Westside Urban Park and directed Agency staff to commence with construction drawings and design approvals from Agency partners and authorities having jurisdiction; and,

WHEREAS, Jensen Belts Associates has submitted its proposal to deliver the project within the construction timeframes contemplated in the Westside Urban Park Master

Development Agreement, which proposal includes design development, construction drawings, bidding, permitting, and construction administration; and,

WHEREAS, the Agency Board finds it in the best interest of the public and the Agency to approve Task Order 19-001 with Jensen Belts Associates to act on the behalf of the Agency as the Landscape Architect of Record for Westside Urban Park design development, construction drawings, bidding, permitting, and construction administration, and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Jensen Belts Associates Task Order 19-001, attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-001 with Jensen Belts Associates for an amount not to exceed ONE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$188,500), and further, is hereby authorized to execute all necessary documents required to implement Task Order 19-001, subject to representation by Agency legal counsel that all necessary conditions have occurred.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for the design professional proposal amount for Task Order 19-001 plus up to 10% of that amount for contingencies if determined necessary in his best judgment.

Section 5: 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 January 13, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on January 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary



**JENSEN BELTS ASSOCIATES, PLLC
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT**

TASK ORDER #19-001

Please use the Project Name and Task Order number on all project-related invoices.

TO: Kimberly Siegenthaler, Principal
Jensen Belts Associates, PLLC (“CONSULTANT”)
1509 South Tyrell Lane, Suite 130
Boise, Idaho 83706
208-343-7175
kim@jensenbelts.com

FROM: John Brunelle, Executive Director
Capital City Development Corporation (“CCDC”)
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
jbrunelle@ccdcboise.com

ORIGINAL AGREEMENT: 2019-2024 On-Call Professional Services Agreement
AGREEMENT DATE: January 30, 2014

TASK ORDER DATE: _____
NOT TO EXCEED: **\$188,500**

- 1. PROJECT NAME: Westside Urban Park – Design Development, Construction Documents, and Construction Administration**
- 2. PROJECT DESCRIPTION:**
CCDC desires CONSULTANT to provide the Design Development, Construction Documents, and Construction Administration (DD / CD / CA) design phases for the Westside Urban Park. CONSULTANT will be the Prime Consultant providing all administrative and landscape architectural technical services with GGLO serving as Design Visionary Landscape Architect, Quadrant Consulting, Inc. (QCI) serving as Civil Engineer, and Musgrove Engineering serving as Electrical Engineer.
- 3. SERVICES TO BE PERFORMED (“Scope of Services” or “Scope”)**
CONSULTANT shall perform the Scope of Services as described in CONSULTANT’S proposal dated January 7, 2020, attached hereto as Exhibit A. CONSULTANT’S

proposal includes proposed services from the SUBCONSULTANTS which are expressly included in this Scope of Services.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire GGLO and Quadrant Consulting, Inc. (QCI) as SUBCONSULTANTS to provide civil engineering and master planning services for this project.

- (a) CCDC hereby approves GGLO and Quadrant Consulting, Inc. as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT'S responsibility.
- (b) Prior to performance of services, SUBCONSULTANTS shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANTS has the following insurance coverages:
 - (1) SUBCONSULTANTS shall maintain in full force and effect worker's compensation and employer's liability insurance as required by applicable law or regulation.
 - (2) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy 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 each SUBCONSULTANT'S negligence during the performance of this Agreement.
 - (3) SUBCONSULTANTS agree 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.
- (c) CONSULTANT shall keep copies of the SUBCONSULTANTS' insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

5. COST; INVOICES

CCDC shall pay CONSULTANT for all services performed under this Task Order based on the Scope shown in attached Exhibit A. The total amount paid for this Task Order shall not exceed ONE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$188,500). CCDC shall pay CONSULTANT based on time and materials, with hourly rates not to exceed those on file with CCDC. CONSULTANT is responsible

for all payments to SUBCONSULTANTS, which shall be consistent with the not to exceed pricing included in Exhibit A. CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount for this Task Order without the prior written approval from CCDC.

- (a) Reimbursable Expenses. Reimbursable expenses shall include general out-of-pocket expenses such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, and travel-related expenses and shall be billed to CCDC at the actual cost to CONSULTANT with no markup. Reimbursable expenses are included in this Task Order's not-to-exceed amount of \$188,500.
- (b) Notice Required Prior to Overages. CONSULTANT shall notify CCDC if, due to unforeseen circumstances, CONSULTANT anticipates that costs for the Scope of Services are expected to exceed the not-to-exceed limit set for a request. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
- (d) Invoices. CONSULTANT shall submit monthly invoices to CCDC for payment. Monthly invoices shall be in a format acceptable to CCDC and shall include the PO number on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice also shall specify current billing and previous payments, with a total of cost incurred and payments made to date.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of phases of work by the following milestones:

- 30% Design Development (DD) Set – January 27, 2020
- 50% Construction Drawings (CD) Set – March 2, 2020
- 90% Permit and Bid Set – May 4, 2020
- Construction Administration to begin no later than August 10, 2020
- Project Closeout – April 30, 2021

Further detail of CONSULTANT'S project schedule is outlined in Exhibit A.

7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall submit the deliverables for each task described in the attached Exhibit A to CCDC in a manner approved by CCDC. CONSULTANT shall submit revised work products if requested by CCDC.

8. CONTRACT TERMS

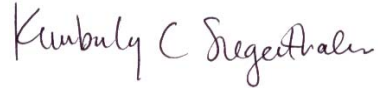
Terms of the on-call Agreement between CCDC and CONSULTANT shall remain in effect and apply to the services performed and work products created under this Task Order, which Agreement was signed by the Parties with an effective date of June 3, 2019.

End of Task Order #19-001

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Task Order as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
JENSEN BELTS ASSOCIATES



John Brunelle, Executive Director

Kim Siegenthaler, Principal

Date: _____

Date: 1-7-2020

EXHIBIT

A: CONSULTANT's Proposal dated January 7, 2020

Budget Info / For Office Use	
Fund/District	303
Account	6250
Activity Code	18052
PO #	200030
Due Date	April 30, 2021
TO Term	May 31, 2021

EXHIBIT A to Task Order 19-001

January 7, 2020

Mr. Doug Woodruff
Capital City Development Corporation
121 W Idaho Street #501
Boise, ID 83702



Re: **Westside Urban Park**
Proposal for Consultant Services (DD/CD/CA Phases)

Dear Mr. Woodruff:

I am pleased to respond with this proposal for the Design Development, Construction Documents and Construction Administration (DD/CD/CA) design phases for the Westside Urban Park. The proposal considers Jensen Belts Associates (JBA) as the Prime Consultant providing all Administrative and Landscape Architectural technical services with GGLO serving as Design Visionary Landscape Architect, Quadrant Consulting, Inc. (QCI) serving as Civil Engineer, and Musgrove Engineering serving as Electrical Engineer. Musgrove Engineering and Geotechnical Engineering Services will be sub-consultants under QCI.

PROJECT DESCRIPTION

The project consists of providing design development, construction documentation, and construction administration services for the CCDC Board approved Westside Urban Park Concept Master Plan. The proposed park is located on the half block property located at 1100 W. Bannock Street and is within the Westside Urban Renewal District. The Westside Urban Park project includes a park, parking lot, alley, and streetscape improvements. Refer to the attached master plan for further information.

BUDGET/SCHEDULE

JBA will work with GGLO to deliver 30% Design Development Set by 1/27/20 that will identify all materials, finishes, and furnishing selections. A preliminary cost estimate will be completed by the Owner's CMGC, Wright Brothers by 2/5/20. CCDC and the design team will adjust as needed so that the costs are within the budget and the design team will deliver the 50% Construction Document Set by 3/2/20. JBA anticipates delivering 90% Bid Permit Set by 5/4/20 if Owner, CMGC, and Authorities Having Jurisdiction also meet their schedule objectives. Construction is scheduled to begin no later than 8/10/20, with completion by year end. See attached anticipated project schedule for further detail.

SCOPE OF SERVICES

The following outline considers that the Jensen Belts Associates will collaborate with the design team, CCDC, ACHD, Boise City, related utility companies, and the property owners in the finalization of a well-accepted site design, construction documents package, and implementation. JBA will manage the working coordination with GGLO for conceptual plan vision oversight and Design Development of the park features, Quadrant Consulting, Inc. (QCI), who will be performing all civil related site work and subcontract work to be completed by the electrical engineer. Musgrove Engineers will be performing electrical engineering services for streetscape and parking lighting electrical work. JBA's work will consist of **a)** completion of the Design Development and Final Construction Documents, **b)** coordinate with QCI to obtain related agency permits; **c)** coordinate with Owner's CMGC to assist with cost estimation and bidding, and **d)** provide Construction Administration services for project implementation.

Below are the proposed task fees for Jensen Belts Associates only. See page 3 of this proposal for a breakdown of fee for each consultant and attached consultant proposals. JBA fees include all reimbursable expenses including reproductions, copies of large format plans, mileage, and courier fees (as required).

Task One – Design Development **Proposed Fee \$11,600.00**

Timeline 1/2/2020 – 1/27/2020 (3 weeks)

Coordinate with GGLO for the following:

Surface Materials

Furnishing Selections

Park Feature Preliminary Detailing (seat walls, hardscape, softscape, etc.)

Site lighting fixtures

Streetscape Standards

Design Development Coordination Meetings with Artist and Fog Feature Manufacture (KoolFog)

Task One: Complete the design development phase with GGLO to provide and confirm all park feature materials, furnishing selections, and preliminary detailing are endorsed by Boise City Parks Department and CCDC and fit within the preliminary budget allotted by the CMGC.

Task Two – Final Design/Construction Documents **Proposed Fee \$29,000.00**

Timeline 1/27/2020 – 5/4/2020 (14 weeks)

Finalize CADD Base

Site/Landscape Plans (Layout, Planting, Irrigation)

Coordinate Demolition Plans, Civil Site Plans, and Electrical Plans

Coordinate Art location and construction requirements

Coordinate Fog Feature locations and construction requirements

Landscape Construction Notes and Details

Silva Cell Coordination

Project Manual/Technical Specifications

Assemble Documents Package

Final Design Meetings

Task Two: Complete the final design phase and culminate with a construction document package that has a thorough understanding of the existing site; all agency and utility issues will have been addressed and planned for; user group needs will be addressed or incorporated; construction materials and details will be understood; and coordination with the CMGC on preliminary construction cost estimate. Deliverables will be the above documentation, bid ready, including Project Manual and CADD generated Construction Drawings.

Task Three – Permitting/Bidding **Proposed Fee \$4,700.00**

Timeline 5/4/2020 – 7/6/2020 (9 weeks)

Boise City Permitting
ACHD ROW Permit – Assist QCI
Assist Bidding Process
Addendum(s)
Pre-Bid & Bid Opening Meetings

Task Three: JBA will assist QCI with the submittal of documentation for agency review (ACHD and Boise City) for final permitting. The design team will assist the CMGC in final cost estimation, review bidder questions, and provide addendums, as necessary.

Task Four - Construction Administration **Proposed Fee \$9,600.00**

Timeline 7/8/2019 – 11/25/2019 (20 weeks)

Pre-Construction Meetings
Weekly Construction Meetings – including weekly construction meeting notes
Submittal Reviews
Design Clarifications/RFIs
Field Change Issues
Site Inspections by design team
Project Closeout
Record Drawing Set

Consultant Team Fee Breakdown:

Jensen Belts Associates **Proposed Fee \$ 54,900.00**

See attached estimate of time spreadsheet

GGLO (see attached proposal) **Proposed Fee \$ 47,000.00**

Quadrant Consulting, Inc. (see attached proposal) **Proposed Fee \$ 86,600.00**

Fee Breakdown:

Quadrant Consulting, Inc. \$ 47,100.00

Subconsultants:

Musgrove Engineering (Electrical) \$ 11,600.00

Geotechnical Consultant (estimate) \$ 27,900.00

TOTAL PROPOSED FEES **Proposed Fee (Hourly, Not-To-Exceed) \$ 188,500.00**

The proposed fee is for a hourly, not-to-exceed amount. JBA will provide monthly invoicing for work completed during the billing period. Printing and reproduction expenses will be included, and at actual cost.

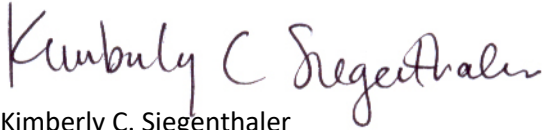
ASSUMPTIONS

This proposal is based upon certain assumptions. We respectfully reserve the right to renegotiate due to conditions outside of these assumptions. Assumptions are:

1. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent matchups.
2. Environmental concerns will be addressed and may alter schematic design and preliminary cost estimates. Changes in design related to environmental concerns may result in additional services.
3. No improvements will be required beyond the defined project limits.
4. Site plan renderings, 3D models, and/or plan perspectives are outside the scope of this proposal.
5. All necessary permit and application fees, including any fees levied by governmental agencies, are the responsibility of others, unless otherwise stated.

The design team looks forward to continuing the work on the Westside Urban Park. Should the work scope and schedule meet with your approval, please facilitate a task order for DD/CD/CA Package at your earliest convenience.

Very Truly Yours,
JENSEN BELTS ASSOCIATES, PLLC



Kimberly C. Siegenthaler
Principal

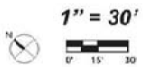
WESTSIDE URBAN PARK - CONCEPT MASTER PLAN

KEY ELEMENTS

1. Event Lawn
2. Future Public Art Feature (further approval req'd)
3. Future Fog/Water Feature (further approval req'd)
4. Public Restroom
5. Pedestrian Alley w/ Limited Vehicular Access
6. Seatwall
7. Temporary Stage/ Movie Screen Location
8. Native Planting
9. Parking Lot
10. Seating Steps
11. Existing Trees to be Replaced
12. Hardscape Plaza w/ Suspended Pavement System and Moveable Tables and Chairs
13. Streetscape per City Standards
14. Curb Bulb-out for Enhanced Pedestrian Crossing



December 9, 2019





**WESTSIDE URBAN PARK
PROJECT SCHEDULE
12/23/2019**

Public Communications Plan Work Session <ul style="list-style-type: none">• CCDC, A&H, and Parks	11/26/19 (Tuesday)
CCDC Board Approved <ul style="list-style-type: none">• Revised MDA date August 10, 2020• Approved Option 2 concept plan and proceed with Const. Drawings	12/9/19 (Monday) Noon
Council Approved Artist Selection <ul style="list-style-type: none">• Karl LeClair leading effort• Begin three-month public process	12/17/19
<hr/> WE ARE HERE <hr/>	
Design Team Starts DD/CD Document Package	1/2/20 (Thursday)
CCDC Board Considers Approval of DD/CD/CA Contract	1/13/19 (Monday)
Park Open House #2 <ul style="list-style-type: none">• CCDC and Parks –informational open house• Located at Boise Plaza indoor lobby	1/14/20 6-730pm (Tue)
Council Considers Approval of Artist Contract	1/14/2020 (Tuesday)
Parks Commission Considers Approval of Park Design <ul style="list-style-type: none">• Parks to present Preferred Concept plan to Parks Commission• JBA, GGLO, and CCDC to attend	1/16/19 (Thursday)
Art & Park Design Workshop <ul style="list-style-type: none">• Design Team and Artist charrette	1/22/20 (Wednesday)
City Council Considers Approval of Design (if needed) <ul style="list-style-type: none">• Jennifer Tomlinson schedule• JBA, CCDC, and Parks to attend	1/21/20 (Tuesday)
30% DD Coordination Set <ul style="list-style-type: none">• Base drawings to sub-consultants and CMGC	1/27/20 (Monday)
30% Construction Estimate Delivered by CMGC	2/5/20 (Wednesday)
50% CD Package Review <ul style="list-style-type: none">• Includes Civil, Elec, LA	3/2/20 (Monday)

- Indicates Art size/location/footings/elec req's

(Optional) Public Meeting #3 Open House

Early-March 2020

- Focus on the Art Proposal
- Share update on Park design

CCDC Board Considers Approval of Fog/Art Proposal

3/9/20 (Monday)

50% Construction Estimate Delivered by CMGC

3/13/20 (Friday)

Council Considers Approval of Art Proposal

Mid-March 2020

- Karl LeClair leading effort

75% Parks Department Review

3/30/20 (Monday)

- Art incorporated into drawings

90% Bid/Permit Package

05/4/20 (Monday)

- ACHD Right-of-Way Submittal
- City of Boise Submittal
- CMGC begins bidding 5/11

CCDC Board Considers Approval of GMP #1

6/8/20 (Monday)

- GC's, Mobilization, and Demolition
- CMGC delivers GMP proposal by 5/29

Begin Construction (Demolition)

7/6/20 (Monday)

100% Construction Contract Document Set

7/6/20 (Monday)

- For construction purposes

CCDC Board Considers Approval of GMP #2

7/13/20 (Monday)

- All remaining project scope
- CMGC delivers GMP proposal by 7/1

Park Construction

July 2020 to January 2021



Westside Urban Park Task Hourly Estimate

Capitol City Development Corporation

Date: 1/7/20

HOURLY BREAKDOWNS-	HOURLY RATE	ESTIMATE OF TIME	COST
Westside District:		586	\$54,900.00
TASK ONE: DESIGN DEVELOPMENT			\$11,600.00
<i>Streetscape - Senior Landscape Architect</i>			
11th Street - Bannock south to alley (west side - 1/2 block)	\$100.00	4	\$400.00
Bannock Street - 11th St to 12th St (south side)	\$100.00	8	\$800.00
12th Street - Bannock south to alley (east side - 1/2 block)	\$100.00	4	\$400.00
<i>Streetscape - Landscape Architect CAD</i>			
11th Street - Bannock south to alley (west side - 1/2 block)	\$75.00	8	\$600.00
Bannock Street - 11th St to 12th St (south side)	\$75.00	12	\$900.00
12th Street - Bannock south to alley (east side - 1/2 block)	\$75.00	8	\$600.00
Park Interior - Senior Landscape Architect	\$100.00	22	\$2,200.00
Park Interior - Landscape Architect CAD	\$75.00	12	\$900.00
GGLO Design Development Coordination	\$100.00	16	\$1,600.00
City Coordination (Forester, Lighting, Parking, etc)	\$100.00	4	\$400.00
Preliminary Cost Estimates - Coord w/ CMGC	\$100.00	6	\$600.00
DD Document Package	\$100.00	4	\$400.00
Meetings (Design Team, Stakeholders, Agencies)	\$100.00	10	\$1,000.00
Project Correspondence	\$100.00	8	\$800.00
		126	
TASK TWO: FINAL DESIGN/CONSTRUCTION DOCUMENTS			\$29,000.00
<i>Streetscape - Senior Landscape Architect</i>			
11th Street - Bannock south to alley (west side - 1/2 block)	\$100.00	8	\$800.00
Bannock Street - 11th St to 12th St (south side)	\$100.00	16	\$1,600.00
12th Street - Bannock south to alley (east side - 1/2 block)	\$100.00	8	\$800.00
<i>Streetscape - Landscape Architect CAD</i>			
11th Street - Bannock south to alley (west side - 1/2 block)	\$75.00	12	\$900.00
Bannock Street - 11th St to 12th St (south side)	\$75.00	20	\$1,500.00
12th Street - Bannock south to alley (east side - 1/2 block)	\$75.00	12	\$900.00
Park Interior Layout Plans- Senior Landscape Architect	\$100.00	26	\$2,600.00
Park Interior Layout Plans- Landscape Architect CAD	\$75.00	40	\$3,000.00
Park Interior Planting Plans- Senior Landscape Architect	\$100.00	12	\$1,200.00
Park Interior Planting Plans- Landscape Architect CAD	\$75.00	12	\$900.00
Park Interior Irrigation Plans- Senior Landscape Architect	\$100.00	12	\$1,200.00
Park Interior Irrigation Plans- Landscape Architect CAD	\$75.00	12	\$900.00
Demolition Plans (Coord.)	\$100.00	8	\$800.00
Civil Site Plans (Coord.)	\$100.00	16	\$1,600.00
Electrical Plans (Coord.)	\$100.00	8	\$800.00
GGLO Art and Fog (Coord.)	\$100.00	24	\$2,400.00
Project Manual/Technical Specifications	\$100.00	16	\$1,600.00
Assemble Document Package	\$100.00	12	\$1,200.00
Final Design Meetings	\$100.00	18	\$1,800.00
Project Correspondence	\$100.00	25	\$2,500.00
		317	
TASK THREE: PERMITTING / BIDDING			\$4,700.00
Boise City Permits / Coordination	\$100.00	8	\$800.00
ACHD ROW Permit -Assist Civil	\$100.00	4	\$400.00
ACHD License Agreement -Assist Civil	\$100.00	4	\$400.00
Assist Bidding Process/Addendums	\$100.00	8	\$800.00
Pre-Bid & Bid Opening Meetings	\$100.00	8	\$800.00
Project Correspondence/Management	\$100.00	15	\$1,500.00
		47	
TASK FOUR: CONSTRUCTION ADMINISTRATION			\$9,600.00
Pre-Construction Meeting	\$100.00	2	\$200.00
Weekly on-site construction coordination	\$100.00	32	\$3,200.00
Design Clarifications/RFI's	\$100.00	10	\$1,000.00
Change Orders/Request for Payments	\$100.00	10	\$1,000.00
CA Project Management/Correspondence	\$100.00	30	\$3,000.00
Project Close-Out	\$100.00	12	\$1,200.00
		96	

Supplemental Services Agreement

Project: Westside Urban Park **Owner:** Kimberly C. Siegenthaler
Jensen Belts Associates
1509 S. Tyrell Lane, Ste 130
Boise, Idaho 83706

Date of Agreement: November 7, 2017 **SSA No.:** SSA-04

Date of SSA January 3, 2020 **Project No.:** 2017073.80

In accordance with the Agreement referenced above, authorization is hereby given to:

- proceed with Additional Services
 proceed with revised scope of Basic Services
 incur Reimbursable Expenses

AS FOLLOWS:

Task 480: Design Development

Weekly coordination meetings (video conference)
Identifying finishes and selections of:
Surface Materials
Furnishing Selections
Park Feature Preliminary Detailing (seatwalls, hardscape, softscape, etc.)
Site Lighting Selections
DD meetings with KoolFog and Artist
DD Package to present to CCDC/Parks
Oversight of design direction and finalized CAD base (provided by JBA and QCI)

Deliverables:

- Outline Specifications for finishes, lighting fixtures & site elements
- Detail Sketches for site elements
- Site Elements Cutsheets
- Graphics for DD Package to CCDC/Parks illustrating the design evolution through site elements and finishes

Duration: January 1 - January 27, 2020 (4 weeks)

Task 580: Final Design/Construction Documents

Bi-weekly coordination meetings (video conference)
(2) Site Visits/ on-site coordination meetings
Finalization of feature details
Inclusion of Art and Fog into CD package
Review of Construction Documents
Specification review

Deliverables:

- Outline Specifications for Fog Feature (as necessary and coordinated with Koolfog)
- Final Detail Sketches for site elements
- Revised Site Elements Cutsheets

Duration: January 27 - May 4, 2020 (14 weeks)

Task 680: Permitting/Bidding

Minor time for Addendum review (as necessary)

Duration: May 4 – July 6, 2020 (9 weeks)

Task 780: Construction Administration

Minor time for Construction Review/RFIs and Follow up with KoolFog/Artist (as necessary)

Duration: July 8 – November 25, 2020 (20 weeks)

Compensation shall be adjusted as follows:

Phase	Terms	Design Fee
Task 480: Design Development	Fixed Fee	\$20,800
Task 580: Final Design/Construction Documents	Fixed Fee	\$15,000
Task 680: Permitting/Bidding	Hourly to an Estimated Max.	\$2,000
Task 780: Construction Administration	Hourly to an Estimated Max.	\$5,000
Reimbursables (2) site visits @ \$2100 ea.		\$4,200

Upon execution, this Supplemental Services Agreement shall become a part of the original Agreement referenced above, and supplemental services described above shall commence.

Submitted by:
GGLO,
1301 1st Avenue; #301
Seattle, WA 98101

Kimberly C. Siegenthaler
Jensen Belts Associates
1509 S. Tyrell Lane, Ste 130
Boise, Idaho 83706

By:

By:



Printed Name: Mark Sindell

Printed Name:

Title: Principal

Title:

Date: January 3, 2020

Date:

END OF SUPPLEMENTAL SERVICES AGREEMENT

December 31, 2019

Jensen-Belts Associates
Attn: Kim Siegenthaler
1509 S Tyrell Lane, Ste 130
Boise, ID 83706

RE: Proposal for Professional Services – CCDC Westside Urban Park

Dear Ms. Siegenthaler:

We are pleased to present you with this proposal to provide civil design, construction administration services, and construction staking for the CCDC Westside Park Project. It is our understanding that the scope of the proposed project includes the areas shown in the attached Exhibit A. Our proposed scope of services with costs is provided below.

- **Civil Design/Construction Documents/Permitting (\$23,800)**
 - Demolition plan
 - Grading and drainage design
 - Utilities design
 - GSI design
 - Site design
 - Electrical Engineering and Landscape Architect design coordination
 - Technical specifications
 - ACHD permit submittal
 - Boise City permit submittal
 - Address ACHD and Boise City plan review comments
 - Stormwater Pollution Prevention Plan
- **Construction Administration (\$12,500)**
 - Pre-construction conference
 - Weekly construction meetings (assume one 3 hour meeting per week for 24 weeks)
 - Submittal reviews
 - Site visits/field meetings
 - Special inspections and geotechnical testing coordination
 - Review test reports
 - Coordination of construction close-out
 - Preparation of as-built record drawings
- **Construction Staking (\$9,300)**
 - Saw cut line
 - Light poles
 - Trees
 - Striping layout

- Curb and gutter layout at 25-foot intervals
- Other significant above ground infrastructure including water meters, power cabinets, major electrical junction boxes, etc.
- **Reimbursable Expenses (\$1,500)**
 - ACHD review fees
 - Boise City review fees
 - Reproductions
 - Mileage
 - Courier fees
 - Copies of large format plans

QUADRANT CONSULTING, INC. ESTIMATED MAXIMUM FEE: (\$47,100)

ELECTRICAL ENGINEERING DESIGN (\$11,600)

QCI will contract with Musgrove Engineering to provide an engineering design for the electrical systems and equipment required for the implementation of lighting and electrical distribution throughout the extent of the project. Musgrove will also provide an engineering design for the electrical infrastructure for the proposed bathroom, movie screen, food truck and art feature. This design will generally include sufficient plans and specifications to provide for the demolition of existing infrastructure as appropriate, and installation of new infrastructure per the layouts approved in the Design Review plans for the project areas. Further specifics related to Musgrove Engineering’s scope of work is provided in their proposal included in the attached Exhibit B.

GEOTECHNICAL SERVICES ESTIMATE (\$27,900)

Strata will provide a geotechnical engineering evaluation for the project site. The purpose of Strata’s services will be to evaluate the subsurface soil conditions, and to provide geotechnical engineering recommendations for design and construction of subsurface infiltration for stormwater disposal and pavement design for the parking area.

Strata will also provide professional construction inspections, as required for the project. They will provide the expertise to complete construction quality assurance tasks (i.e. compaction testing, concrete inspections) during project implementation. This is an estimated cost. Actual cost will depend on the quality assurance needs dictated by final design. Further specifics related to Strata’s scope of work is provided in their proposal included in the attached Exhibit C.

TOTAL FEE (\$86,600)

Quadrant Consulting proposes to complete all work outlined in this proposal on a Time and Materials basis for the above estimated maximum fee in accordance with the provisions of our Master Contract with Capital City Development Corporation dated June 11, 2019. We reserve the right to adjust line item budget amounts within our contract as necessary to meet the anticipated changing needs of this project as the scope of work is further developed with the

Owner, public agencies, and project stakeholders.

ASSUMPTIONS

This proposal is based on certain assumptions. Should any of these assumptions be incorrect, we reserve the right to renegotiate the above contract amounts. Our assumptions include the following:

1. No improvements will be required beyond the defined project limits.
2. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent matchups.
3. Environmental concerns do not exist at the site that will require remediation or provide conditions adverse to the proposed use.
4. The site is free of any irrigation or drainage facilities that could be subject to relocation, piping or other civil works.
5. Project construction will be completed in the 2020 calendar year.
6. The project will be permitted as one complete project and will not be phased.
7. All necessary permit and application fees not listed above, including any fees levied by governmental agencies, are the responsibility of others unless noted otherwise in this proposal.

We appreciate the opportunity to present you with this proposal and look forward to working with you on this project. If this proposal is acceptable, please indicate your acceptance by signing below and returning a copy to our office. If you have any questions or concerns, please feel free to call me at 208-342-0091.

Sincerely,
QUADRANT CONSULTING, INC.

Ricardo Zavala

Ricardo Zavala, PE
Principal/Project Engineer

PROPOSAL ACCEPTED

Authorized Signature

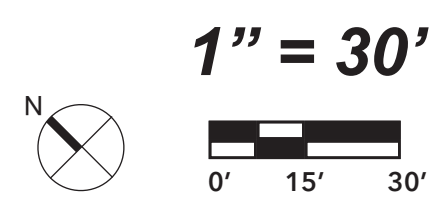
Date

OPTION 2

Exhibit A

WESTSIDE URBAN PARK KEY ELEMENTS

1. Event Lawn
2. Focal Feature
3. Plaza w/ Crushed Rock
4. Restroom
5. Food Truck
6. Seatwall
7. Portable Stage/
Movie Screen Location
8. Native Planting
9. Parking Lot
10. Seating Steps
11. Existing Trees to be
Replaced



1



2



3



SCAN TO TAKE THE SURVEY



**MUSGROVE
ENGINEERING, P.A.**

234 S. Whisperwood Way
Boise, Idaho 83709
Ph: 208-384-0585
Fax: 208-384-0765
www.musgrovepa.com

Bill A. Carter, P.E. – Principal
Todd Nelson, P.E. – Principal
Kurt Lechtenberg, P.E. – Principal
Charles E. Paulin, P.E. – Principal
Jason Rice, P.E. – Principal
Thad Mason, P.E. – Principal

December 27, 2019

Quadrant Consulting
1904 W. Overland
Boise, Idaho 83705

Exhibit B

ATTENTION: Ricardo Zavala

RE: Engineering Fee Proposal
Project – Westside Urban Park

Ricardo,

We appreciate the opportunity to be a part of your design team on the above referenced project. Based on my understanding of the project, I would propose to provide the following fees for our services:

Electrical:

Design & Construction Documents:

Hourly, with a not-to-exceed amount of..... \$ 9,500.00

Construction Administration:

Hourly, with a not-to-exceed amount of..... \$ 2,100.00

Reimbursable Expenses:

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

The above fees are based on the following scope of work:

Electrical Design & Construction Documents:

- Street lighting and associated controls and electrical distribution.
- Park area lighting and controls.
- Park area electrical distribution.
- Park area equipment electrical connections (Art feature, movie screen and food truck provisions).
- Electrical service connections for the restroom building.
- Electrical specifications.

Construction Administration:

- Bidding/negotiation services.
- Interpretation of contract documents.
- Reviewing RFI's and change orders.
- Review of submittals and shop drawings.
- General coordination during construction.
- Site observations & reports.

The following services are not included in the above fees.

- Opinion of probable construction cost.
- Value engineering revisions after bidding.
- Envelope Com Check.
- Utility rebate submittals.
- Renewable energy design.
- Restroom building heating systems.

Services provided on an hourly basis shall be at the following hourly rates for 2019. Services provided beyond 2019 shall be at the rates in effect at the time of service.

Principal.....	\$160.00/hour
Senior Project Engineer.....	\$130.00/hour
Energy Modeling.....	\$130.00/hour
Project Manager.....	\$120.00/hour
Project Engineer.....	\$100.00/hour
Project Designer.....	\$ 90.00/hour
CADD Operator.....	\$ 80.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries).....	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Ricardo. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Kurt Lechtenberg, P.E., LEED AP

KL/eby

Project: Westside Urban Park

Client: Quadrant Consulting

Approved this _____ day of _____, 2019.

By _____
(Please Print Name & Title) (Signature)

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.



234 S. Whisperwood Way
Boise, ID 83709
Ph: 208-384-0585
Fax: 208-384-0765
www.musgrovepa.com

OVER 40 YEARS OF
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Exhibit C

December 31, 2019

File: BOP19304

Mr. Ricardo Zavala, P.E.
Quadrant Consulting, Inc.
1904 West Overland Road
Boise, Idaho 83705
ricardo@quadrant.cc

RE: **PROPOSAL**
Geotechnical Engineering Evaluation
Construction Testing Services
Westside Urban Park
N. 11th Street and W. Bannock Street
Boise, Idaho 83702

Hello, Ricardo:

STRATA is pleased to present this proposal to provide a geotechnical engineering evaluation and construction material testing services for the planned construction of the proposed Westside Urban Park, to be located on the south side of West Bannock Street, between North 11th and 12th Streets in Boise, Idaho. We have developed the following scope of service based on our conversations with you and our understanding of the proposed construction. The purpose of our services will be to evaluate the subsurface soil conditions, and to provide geotechnical engineering recommendations for design and construction of subsurface infiltration for stormwater disposal and pavement design for the parking area. Our project understanding, proposed scope of service, schedule, and proposed fees are presented in the following sections.

PROJECT UNDERSTANDING

The project will consist of the construction of a parking lot in the northwest corner of the block and a landscaped park will be located on the northeast corner of the block. We understand the parking lot will be paved with a new Hot Mix Asphalt (HMA) pavement section. The park will be accessed with stone pavers and be covered with sod, trees and other vegetation. Silva cells for trees and stormwater retention are planned along the street curb lines surrounding the park. Storm water drainage will be accomplished by subsurface infiltration in the parking and park areas. Based upon the draft project schedule, we anticipate our subsurface exploration may begin as early as January, 2020. Construction of the project is anticipated to begin in Summer 2020.

Subsurface soils are anticipated to consist of surficial fill overlying native interbedded silt and sand underlain by a deep gravel deposit. Based upon our experience on an adjacent project site, we anticipate suitable infiltration soils may vary from 8 to 12 feet in depth from the existing ground surface. Groundwater is anticipated to be greater than 15 feet deep.

SCOPE OF SERVICES

To accomplish subsurface investigation and recommendations for the design of the proposed pavement section and infiltration, we will perform the following tasks:

1. Contact the regional One-Call Utility Notification Center (Digline) as required by law. STRATA cannot be responsible for repairing damage to non-located utilities.
2. Coordinate with the current property owner (Rafanelli Nahas) to access the site for the excavation of test pits.
3. Subcontract a backhoe for the excavation of up to three (3) test pits, two in the park area, and one in the proposed parking lot area to a depth of up to 14 feet. At the conclusion of our field explorations, the test pits will be backfilled (using the backhoe bucket to tamp the

backfill in lifts) and the ground surface leveled. No other remediation of the test pit locations has been budgeted.

4. Provide geotechnical engineering observation during the excavation of the test pits. Representative samples of the soils encountered in the test pits will be collected for further classification and laboratory testing. We will log the subsurface profile and visually describe and classify the soil, referencing the *Unified Soil Classification System (USCS)*.
5. We will also record groundwater levels in the test pits, if encountered. Additionally, we will accomplish 1 to 2 infiltration tests in the underlying permeable sand and gravel, if encountered, to establish a design infiltration rate for subsurface stormwater disposal.
6. Perform laboratory testing on select samples obtained from the test pits. The laboratory testing may include grain-size analyses, fines content testing (percent passing the No. 200 sieve), Atterberg limits, and moisture contents. Laboratory testing will be accomplished referencing ASTM International (ASTM) standards. Soil samples will be retained for a period of 90 days and then discarded unless arrangements are made to store the samples for a longer period of time.
7. Prepare logs for the test pits and an exploration location plan.
8. Perform geotechnical engineering analyses to develop recommendations for the following:
 - Subsurface Stormwater Disposal and Site Drainage
 - Surface grading
 - Infiltration rate and depth to permeable soil
 - Estimated seasonal high groundwater
 - Earthwork and site preparation recommendations for pavement and stone paver subgrades
 - Wet weather/soil construction
 - Structural fill criteria
 - Compaction criteria
 - Reusability of on-site soil for structural fill
 - Utility trench construction
 - Provide an HMA pavement section design for the parking lot.
9. Prepare a geotechnical engineering evaluation report which includes all of our field, laboratory, our engineering analysis, and our recommendations for design and construction of the proposed pavement section and design infiltration rate.

Construction Observation and Testing

We understand that STRATA will be retained to provide observation, testing, and consultation during construction to verify our design assumptions and provide quality control for the project. We plan to accomplish material testing and inspection for earthwork materials, concrete, and asphalt. Our construction observation and testing personnel are International Code Council (ICC) certified to perform all necessary special inspections and have the experience to work closely with the project team. If we are not retained to provide earthwork construction observation and testing, we cannot be responsible for soil engineering-related construction errors or omissions.

ADDITIONAL SERVICES

We recommend the following additional services be accomplished by STRATA to assist the project team with valuable design criteria and consultation.



Review of Plans and Specifications

We recommend STRATA be retained to accomplish review of earthwork, drainage and pavement portions of the plans and specifications prior to bidding of the work. It has been our experience that having us review the construction documents lessens the potential for errors and also reduces costly changes to the contract during construction.

SCHEDULE AND FEE

We will initiate our fieldwork within 2 weeks of receiving your written authorization to proceed, depending on backhoe availability and coordination with the property owner. We can provide preliminary recommendations to the design team prior issuing our final report. Our report will be issued within 4 weeks of completing our field evaluation. Fees for geotechnical engineering and construction services will be provided on a Time and Expense basis in accordance with the attached Schedule of Fees with a Not-To-Exceed value presented below. The fees for our services, including Additional Services are presented as follows:

Geotechnical Engineering Evaluation (GEE) with Test Pits (NTE).....\$6,900
Construction Observation and Testing (NTE)\$20,000
Plan and Specifications Review \$500 to 1,000

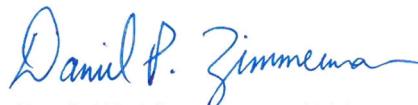
Additional evaluation, exploration, testing, or other services outside of those described herein will increase our fee. If we become aware of conditions that could affect our scope of work or fee, we will notify you immediately. We will not exceed our fee without your prior written approval.

Our fee does not include attendance at meetings, revisions to the final report, or other correspondence. The fee for these items would be billed on a time-and-expense basis. We understand that we will have permission to enter onto the site once we are authorized to proceed.

AUTHORIZATION

We appreciate the opportunity to present this proposal for geotechnical engineering and construction services and look forward to working with Quadrant Consultants, CCDC, and your design team on this project. If we are to proceed with this scope of services as outlined in this proposal, please sign and return a copy of the enclosed *General Conditions for Geotechnical Engineering Services* as our authorization to proceed. If you have any questions, please contact us.

Sincerely,
STRATA



Daniel P. Zimmerman, P.E.
Project Engineer



Daniel P. Gado, P.E.
Senior Engineer

DPZ/DPG/ar

Attachment: Schedule of Fees
General Conditions for Geotechnical Engineering Services





STRATA 2020 Fee Schedule

Geotechnical Engineering, Laboratory Testing,
Construction Material Testing and Special Inspection Services

Professional Rates			
Senior Engineer	\$165/Hour		
Project Engineer	\$135/Hour		
Project Geologist	\$115/Hour		
Staff Engineer	\$95/Hour		
Field Engineer	\$85/Hour		
Project Manager	\$110/Hour		
Senior Field Professional	\$90/Hour	Overtime Rate = \$135/Hour over 8 hrs/day, over 40 hrs/wk, before 8:00 am and after 5:00 pm, weekends	
Field Professional	\$65/Hour	Overtime Rate = \$97.5/Hour over 8 hrs/day, over 40 hrs/wk, before 8:00 am and after 5:00 pm, weekends	
Auto Cad Drafter	\$85/Hour		
Project Administrator	\$65/Hour		
Professional Expenses			
Subcontractor	Cost + 15%		
Mileage	\$0.75 per mile		
Density Gauge	\$100/day or \$20/Hour		
Coring Equipment & Generator	\$175/day		
Laboratory Testing			
Modified Proctor	AASHTO T-99-19	\$195/Each	
CBR/R-Value	ASTM D 1883-16	\$425/Each	
Atterberg Limits	AASHTO T-89 and T-90	\$100/Each	
Moisture Content	AASHTO T-265-15	\$30/Each	
Gradation (Particle Size Analysis)	AASHTO T-21 and T-11	\$135/Each	
Sieve Analysis Minus #200 Wash	AASHTO T-11	\$75/Each	
Unit Weight of AC Cores	AASHTO T 166	\$45/Each	
Compressive Strength Concrete Cylinders	ASTM C39	\$25/Each	
Asphalt Volumetric Properties – Gyratory	AASHTO T 168 / R 47 / T 329 / T 308 / T 209 / T 166 / R 66 / T 30 / T 312 / T 255 / WAQTC TM 13	\$500.00	
Asphalt Extraction/Gradation	AASHTO T 308 / AASHTO T 30--	\$185/Each	
Theoretical Maximum Density (Rice)	AASHTO T-209	\$100/Each	



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AGENDA BILL

Agenda Subject: Approval of Rankings for RFQ: Structural Engineering Services – 10 th & Front Garage Structural Damage Prevention Project		Date: January 13, 2020
Staff Contact: Kathy Wanner Contracts Specialist	Attachments: A: Resolution No. 1623 B. Request for Qualifications issued December 2, 2019 C: Proposal Scoring	
Action Requested: Adopt Resolution No. 1623 approving the ranking for the RFQ - Structural Engineering Services for the 10th & Front Garage Structural Damage Prevention Project and authorize the Executive Director to negotiate and execute a professional services agreement for structural engineering services.		

BACKGROUND:

The Agency has the need to engage a professional structural engineer for the structural damage prevention and rehabilitation project at the 10th & Front Garage. Idaho Code § 67-2320 requires that public agencies initially engage engineering professionals based on their qualifications and demonstrated experience.

Agency staff prepared a Scope of Services outlining the specific qualifications and experience desired for the 10th & Front Garage Structural Damage Prevention Project. The information was formalized in a Request for Qualifications document that also included the criteria with which firms would be evaluated (*See Attachment B*).

In accordance with statutory requirements, the Agency published the notice of the Request for Qualifications inviting structural engineers to submit Statements of Qualifications (“SOQs”) no later than December 19, 2019. Notice was published in the Idaho Statesman newspaper on December 2 and 9, 2019. Five (5) firms submitted SOQs by the due date.

A team of Agency staff evaluated the SOQs based on the information submitted and how it related to the desired qualifications and experience. Based on the thoroughness of the SOQs and project size, interviews were not conducted.

Upon completion of the evaluation process, the scoring revealed Desman, Inc. as the best qualified and highest ranked proposer based on the Request for Qualifications criteria of expertise

and experience in concrete rehabilitation projects. See *Attachment C* for the scoring of the proposals. In accordance with Idaho Code § 67-2320(2), securing the services of the structural engineering firm will involve negotiating with the highest ranked firm for a contract to perform the services at a reasonable and fair price. If the Agency is unable to negotiate a satisfactory contract, the Agency may undertake negotiations with the next highest ranked firm for a contract at a reasonable and fair price. State statute establishes this process so that the public receives a fair price for professional services.

FISCAL NOTES:

The professional service agreement shall define the terms of the contractual relationship between the Agency and the chosen firm including the hourly rates charged for professional services.

STAFF RECOMMENDATION:

Adopt Resolution No. 1623 approving the ranking for the RFQ - Structural Engineering Services for the 10th & Front Garage Structural Damage Prevention Project; authorize the Executive Director to negotiate and execute a professional services agreement in accordance with state statute.

Suggested Motion:

I move adoption of Resolution No. 1623 approving the ranking for the RFQ - Structural Engineering Services for the 10th & Front Garage Structural Damage Prevention Project and authorizing the Executive Director to negotiate and execute a professional services agreement for structural engineering services for the 10th and Front Garage Structural Damage Prevention Project.

RESOLUTION NO. 1623

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE RANKING FOR THE AGENCY'S RFQ - STRUCTURAL ENGINEER FOR THE 10TH & FRONT GARAGE STRUCTURAL DAMAGE PREVENTION PROJECT IN ACCORDANCE WITH IDAHO CODE SECTION 67-2320; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE THE PROFESSIONAL SERVICES AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT, AND ANY OTHER NECESSARY DOCUMENTS OR AGREEMENTS; 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 the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the Agency presently owns, operates, and manages several parking facilities within the urban renewal districts in downtown Boise; and

WHEREAS, the Act and the Downtown Urban Renewal Plans provide for the Agency to retain and engage technical experts, professional services, and planning services; and,

WHEREAS, Agency has, by policy, provided for certain competitive selection processes for consultants, planners, and others retained by the Agency; and,

WHEREAS, the Agency complies with various provisions of the Idaho Code as may be applicable to the Agency for the selection of services; and,

WHEREAS, the Agency, as required by Idaho Code § 67-2320, shall undertake a qualitative selection process for structural engineers; and,

WHEREAS, notice of the Agency's Request for Qualifications ("RFQ") was published in the *Idaho Statesman* newspaper on December 2 and 9, 2019, and further the RFQ was made available to interested parties on December 2, 2019, with a December 19, 2019, deadline for submission; and,

WHEREAS, the Agency requested Statements of Qualifications ("SOQs") from firms in the specific discipline of Structural Engineering; and,

WHEREAS, as a result of the RFQ, the Agency received five (5) Statements of Qualifications; and,

WHEREAS, the Agency reviewed the SOQs and evaluated how each SOQ met the basic requirements and desired experience requested by the Agency in the RFQ; and,

WHEREAS, following the evaluation of the SOQs, the Agency ranked the SOQs as follows:

1. Desman, Inc.
2. Walker Consultants
3. KPFF Consulting Engineers
4. AHJ Engineers
5. HECO Engineers

WHEREAS, the Agency recommends that the Agency Board approve the ranking in accordance with Idaho Code § 67-2320(2); and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the ranking for its RFQ – Structural Engineer for the 10th & Front Garage Structural Damage Prevention Project and to authorize the Agency's Executive Director to negotiate and execute a Professional Services Agreement in accordance with that ranking and the requirements set forth in Idaho Code § 67-2320.

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

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

Section 2: That the Board affirms the following ranking for the RFQ – 10th & Front Garage Structural Damage Prevention Project:

1. Desman, Inc.
2. Walker Consultants
3. KPFF Consulting Engineers
4. AHJ Engineers
5. HECO Engineers

Section 3: That the Board authorizes the Executive Director to negotiate the 10th & Front Garage Structural Damage Prevention Project Professional Services Agreement with the top-ranked proposer, Desman, Inc., and in the event an agreement cannot be reached, that the Executive Director is authorized to negotiate the 10th & Front Garage Structural Damage Prevention Project Professional Services Agreement with the next ranked proposers, in accordance with Idaho Code § 67-2320, until a satisfactory agreement can be reached.

Section 4: That the Board authorizes the Executive Director, upon successful negotiations, to finalize, sign, and enter into the above referenced Professional Services Agreement, and, further, is hereby authorized to execute all necessary documents required to implement the Professional Services Agreement, subject to representation by Agency legal counsel that all necessary conditions have occurred; the Executive Director is further authorized to perform any and all other duties required pursuant to the Professional Services Agreements, including the expenditure of funds.

Section 5: 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 January 13, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on January 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
David H. Bieter, Secretary



REQUEST FOR QUALIFICATIONS

STRUCTURAL ENGINEERING SERVICES

**10th & FRONT GARAGE
STRUCTURAL DAMAGE PREVENTION**

PROPOSALS DUE: DECEMBER 19, 2019 by 2 P.M. local time

December 2, 2019

Dear Proposer:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) will accept proposals about qualifications to perform Structural Engineering services for the agency's 10th & Front Garage Structural Damage Prevention Project. Proposers must be licensed as a structural engineer in the State of Idaho.

Written proposals will be accepted at the offices of CCDC at 121 N. 9th Street, Suite 501, Boise, Idaho 83702 until 2 p.m. local time on December 19, 2019. Proposals will be evaluated on the basis of qualifications as specified in this Request for Qualifications (RFQ). A selection committee will evaluate each of the proposals and may choose to conduct interviews with one or more of the Proposers.

CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to award a contract. CCDC will pay no costs incurred by Proposers in responding to this RFQ. CCDC may, in its discretion, cancel this process at any time prior to execution of a contract without liability.

CCDC appreciates your interest in meeting the needs of the citizens of Boise.



Kathy Wanner
Contracts Specialist



121 N 9TH ST, SUITE 501 BOISE, ID 83702
208-384-4264 WWW.CCDCBOISE.COM



**REQUEST FOR QUALIFICATIONS
STRUCTURAL ENGINEERING SERVICES
10th & FRONT GARAGE STRUCTURAL DAMAGE PREVENTION**

Issue Date: December 2, 2019
Statement of Qualifications Due: December 19, 2019 by 2:00 p.m. local time

Capital City Development Corporation (CCDC), the urban renewal agency for the city of Boise, is seeking Statements of Qualifications from Idaho-licensed Structural Engineers for services related to structural maintenance and rehabilitation projects at the 10th & Front Parking Garage.

PROJECT DESCRIPTION AND SCOPE OF WORK

CCDC's 10th & Front Parking Garage (the "Garage") was built in 1978 and consists of five levels with a total of 543 parking spaces. The building consists of a post-and-lintel type structure of cast-in-place concrete reinforced with mild steel rebar. The decks are supported by beams spanning to columns along both sides and the middle. The roof decks are Post-Tension (PT) construction. Much of level 1 and the subgrade level are largely slab-on-ground construction. The Garage is not mixed use but is adjacent to a hotel and operates 24 hours a day seven days a week. CCDC possesses a very limited set of original construction drawings, consisting of the Structural pages from 1977 scanned into PDF format and additional detail pages from a top deck rebuild in 1989.

The Garage has undergone annual maintenance projects since 2017 to address deteriorated concrete resulting from reinforcing steel corrosion. The services and experience required of the Structural Engineer are related to the repair of deteriorating concrete.

This Request for Qualifications (RFQ) seeks structural engineers with the following types of Basic Requirements and Desired Experience:

Basic Requirements

- Preparation and coordination of structural plans, stamped construction drawings, and specifications.
- Regulatory code analysis specific to public buildings, parking facilities, and universal accessibility.
- Assisting with public bidding processes including preparation of addenda.
- Obtaining permits and inspections from Authorities Having Jurisdiction (AHJ).
- Providing construction administration services.
- Attending or presenting in public meetings as CCDC's representative.

Desired Experience

- Completed concrete structural system rehabilitation projects, particularly in parking garages.
- Expertise in designing repairs of deteriorated concrete resulting from reinforcing steel corrosion. This includes horizontal repairs to topside and underside of decks, and vertical repairs, including within the column reinforcing steel.
- Expertise in phasing projects to allow for a facility to stay operational during a repair project.
- Expertise in designing and/or reviewing designs for shoring.

Selected Respondent will have all personnel, materials, and equipment to perform and accurately record the work. Selected Respondent will have the technical knowledge and skills necessary to perform the work as well as current professional registration, licensure, and/or certification in the State of Idaho.

Compensation to Selected Respondent will be based on the types of personnel required for the work, the complexity of the work, the time required to complete the work, and the Selected Respondent's rates as negotiated and included in the professional services contract (sample attached). For this RFQ, please do not submit rate schedules as they cannot be considered and will be discarded. Payment is typically based on hourly rates and reimbursable expenses.

GENERAL CONDITIONS OF THIS RFQ

2.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to select a firm capable of providing the structural engineering services outlined within this RFQ.

2.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the submittals received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, to reject all submittals, and to accept the submittal that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of submittals does not obligate CCDC to select a firm nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

2.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which that is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being

readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.

If any Respondent claims any part of a submittal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as "Confidential" is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC's refusal to disclose such materials pursuant to the Respondent's designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

2.4 Insurance

Prior to executing a professional services agreement with CCDC, the Selected Respondent will be required to provide evidence of the coverages listed below and pay all costs associated with insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the Selected Respondent will maintain these minimum insurance coverages for the duration of the contract:

- a. Professional Liability insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate policy limit of One Million Dollars (\$1,000,000.00).
- b. Commercial General Liability insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000.00) on an occurrence basis (not claims-made basis).
- c. Worker's Compensation Insurance in an amount required by statute and Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, for all the company's employees to be engaged in work under the contract.

Selected Respondent using design professionals as subconsultants will be required to obtain evidence that subconsultants have obtained the same minimum insurance coverages as is required above.

SUBMISSION PROCESS

3.1 Proposal Information

The submission package or envelope must be sealed and plainly marked for delivery as follows:

Capital City Development Corporation
Attn: Kathy Wanner, Contracts Specialist
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Mark the proposal "10th & FRONT GARAGE STRUCTURAL DAMAGE PREVENTION PROJECT - SEALED PROPOSAL ENCLOSED" somewhere on the outside of the envelope. Don't forget to sign your proposal. Unsigned proposals will not be accepted.

Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted. DO NOT EMAIL OR FAX YOUR PROPOSAL.

PROPOSAL DEADLINE is 2:00 p.m. local time, DECEMBER 19, 2019

Respondent assumes full responsibility for the timely delivery of its submittal package to CCDC. Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

3.3 Forms to be Submitted

Respondents must submit the following completed forms by the due date and time:

- RFQ Submittal Cover Sheet – Attached to this RFQ as Exhibit A
- RFQ Waiver and Release – Attached to this RFQ as Exhibit B
- ONE (1) signed original proposal
- a digital (PDF) version of the entire proposal on *either* one (1) flash drive or one (1) compact disk.

Failure to submit all requested information may render any submittal unresponsive.

3.4 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. It is the Respondent's responsibility to check for addenda prior to submitting the SOQ. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

3.5 Modification or Withdrawal of Submittal

A submittal may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFQ. After the submission deadline, the submittal shall remain in effect for a minimum of 90 days for evaluation purposes.

REQUIRED CONTENT, EVALUATION, AND SELECTION

4.1 Required Submission Format

To be considered responsive to this RFQ and to facilitate evaluations, the Statement of Qualifications (SOQ) shall be organized per the outline given below. The submittal should be clear and concise, with an emphasis placed on specific desired experience and qualifications of the people who will actually perform the services. CCDC does not require nor desire elaborate brochures and other representations beyond that which is sufficient to present the information requested in this RFQ.

SOQ outline to follow:

- A. RFQ Submittal Cover Sheet (Exhibit A)
- B. RFQ Waiver and Release (Exhibit B)
- C. Signed Letter of Interest (Cover Letter) One page, double sided, maximum limit.

D. Detailed Proposal

Evidence of Firm's Ability to Perform Services.

Proposals are to be limited to five (5) pages, double sided (10-page total). The 5-page limit does not include the RFQ Submittal Cover Sheet, RFQ Waiver and Release Form, Letter of Interest (cover letter), tabs, or appendices. Detailed Proposal must be organized with the following information:

ORGANIZATION QUALIFICATIONS

Outline your organization's relevant experience on the scope of work required for this project, including firm's history, size, resources, philosophy of service, and project management techniques and methods.

Describe how your firm meets the Basic Requirements outlined in the Scope of Services section.

PERSONNEL QUALIFICATIONS

Describe the personnel and project team you are proposing most likely to supply structural engineering services to CCDC; include an organization chart of proposed staff, including specific sub-consultants, if any. Include each staff member's professional licenses, certifications, office location, and years of employment at Respondent's firm.

Describe how your project team works with clients, sub consultants, AHJs, and contractors.

Describe how your team performs stakeholder engagement at each of these typical project stages: concept design, permitting, and construction.

PROJECT EXPERIENCE

Submit three (3) projects and include a detailed description explaining how the project exemplifies this RFQ's Basic Requirements and Desired Experience (refer to this RFQ's Scope of Services section for further information). At least one (1) project should be from

public agency clients other than CCDC. Include information that demonstrates schedule and budget compliance. For each project mentioned, include the name, email address, and phone number of a person who can be contacted regarding your performance on the project.

E. Appendix

1. Resumes: Provide resumes of key personnel that will work directly with or on CCDC projects. Resumes shall not exceed 2 pages per person.

4.2 Evaluation and Selection Process

In determining the best qualified Respondent, CCDC will consider all acceptable proposals on a basis consistent with this RFQ. SOQ's will be evaluated based on the responses and qualifications submitted, including the following factors:

- Organizations Qualifications (35%)
- Personnel Qualifications (30%)
- Project Experience (35%)

CCDC will create an Evaluation Team to evaluate the SOQ's and provide a selection recommendation to the CCDC Board of Commissioners. Before a Respondent is selected, CCDC may conduct reference investigations. CCDC may or may not conduct interviews in order to evaluate the performance record, the ability of the Respondent to perform the work, and the quality of the service being offered. By submitting an SOQ, the Respondent authorizes CCDC to conduct reference investigations and interviews as needed where the Respondents will be evaluated based on the information described in this RFQ.

4.3 Qualification Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. CCDC staff will recommend to the CCDC Board of Commissioners which Respondent should be selected for the 10th & Front Garage Structural Damage Prevention Project. Final selection is made by the CCDC Board of Commissioners.

It is the Respondent's responsibility to conform to all applicable federal, state, and local statutes or other applicable legal requirements. The information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Respondent to meet applicable requirements.

CCDC will not pay costs incurred by Respondents in responding to this RFQ. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

4.4 QUESTIONS

Direct questions to: Kathy Wanner, CCDC Contracts Specialist
(208) 384-4264 or kwanner@ccdcbiose.com

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Sample Professional Services Agreement

EXHIBIT A

**SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

RFQ: 10TH & FRONT GARAGE STRUCTURAL DAMAGE PREVENTION PROJECT

TO: Capital City Development Corporation
Attn: Kathy Wanner, Contracts Specialist
121 N. 9th Street, Suite 501
Boise, Idaho 83702

As of the submission date, Respondent should have at least one employee licensed in the State of Idaho and available to CCDC.

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Company officer responsible to CCDC for services contemplated by this RFQ:

SIGNATURE: **X** _____

Print Name and Title: _____

EXHIBIT B

**REQUIRED WAIVER & RELEASE
(REQUIRED FOR SUBMISSION)**

The undersigned has read this release and fully accepts the Capital City Development Corporation's ("CCDC") discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualifications based selection process in response to the Request for Qualifications (RFQ) for the 10th & Front Garage Structural Damage Prevention Project.

A. Discretion of CCDC: The firm or individual submitting a response to the this RFQ ("Respondent") agrees that CCDC has the right, in its sole discretion and judgment for whatever reason it deems appropriate to, at any time unless contrary to applicable state law to:

- 1) Modify or suspend any and all aspects of the process seeking responses and making any decisions concerning the structural engineering services for the 10th & Front Garage Structural Damage Prevention Project RFQ.
- 2) Obtain further information from any person, entity, or group, including, but not limited to any Respondent, and to ascertain the depth of Respondent's capability and experience for supplying structural engineering services as described in this RFQ and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
- 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a structural engineer for the 10th & Front Garage Structural Damage Prevention Project and any response by any Respondent thereto;
- 4) Accept or reject any sealed Submission received in response to the RFQ, including any sealed Submission submitted by the undersigned; or select any one Submission over another in accordance with the selection criteria; and
- 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of Submission.

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, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

SIGNATURE: **X** _____

Print Name and Title: _____

Name of Firm: _____

Date: _____

EXHIBIT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT
(11 pages)



NAME OF FIRM

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as Capital City Development Corporation, an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code (“CCDC”), and NAME OF FIRM, an Idaho [type of firm] (“CONSULTANT”). CCDC and CONSULTANT may hereinafter collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. CCDC has a need for nonexclusive professional structural engineering services related to structural damage prevention at the 10th & Front Parking Garage, Boise, Idaho.
- B. On December 2, 2019, CCDC issued a Request for Qualifications for the 10th & Front Garage Structural Damage Prevention Project. On [DATE], the CCDC Board of Commissioners adopted Resolution No. XXXX selecting CONSULTANT to provide services for the project.
- C. CONSULTANT is specially licensed, trained, experienced, and competent to perform such services and has agreed to provide such services under the terms and conditions described herein.
- D. CCDC desires to retain CONSULTANT to provide professional services on a non-exclusive basis. As a public agency, CCDC reserves all rights to seek services from other consultants through any procedure deemed to be in the best interests of CCDC and in compliance with any applicable law, rule, or regulation.
- E. The Parties acknowledge and understand that nothing in this Agreement precludes CONSULTANT from responding to any Requests for Qualifications or Proposals for any additional services or work products contemplated by CCDC or any other public agency.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **SCOPE OF SERVICES.** Upon execution of this Agreement, CONSULTANT shall perform and furnish to CCDC all services as described in Exhibit A, ("Scope of Services" or "Scope"), incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.
2. **EFFECTIVE DATE.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.
3. **TERM OF AGREEMENT.** This Agreement shall begin on the Effective Date and shall expire 1) upon completion of services, or 2) on [Enter Date].
4. **NOTICE TO PROCEED.** Services to be performed under this Agreement shall commence upon CCDC issuing a written notice to proceed. The written notice to proceed may be transmitted by U.S. Mail, courier, E-Mail or Fax.
5. **PAYMENT.**
 - (a) Method of Payment. CCDC agrees to pay CONSULTANT for services rendered under this Agreement based on time and expenses an amount not to exceed [amount in words; caps] (amount in numbers; dollar sign) for the Scope based on the time expended by CONSULTANT.
 - (b) Hourly rates. CONSULTANT shall perform services at the hourly rates set forth in the rates schedule attached as Exhibit B.
 - (c) Reimbursable Expenses. Reimbursable expenses may include general out-of-pocket expenses, such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up.
 - (d) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit issued under this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
 - (e) Invoices. Monthly Invoices shall be submitted to CCDC by email to accounting@ccdcbosie.com. Each invoice shall be in a format acceptable to CCDC and shall include the assigned purchase order number, **PO# XXXXXX**. Each invoice also shall specify current billing and previous payments, with a total of costs incurred and payments made to date.
 - (f) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of invoice, subject to Correction of Deficiencies, herein set forth, and Termination provisions set forth below. Disputes of any invoiced amounts must be sent to CONSULTANT in writing within five (5) business days of billing.

6. CONSULTANT RESPONSIBILITIES. CONSULTANT assumes all responsibility for production and delivery of all materials and services detailed in this Agreement, whether or not the CONSULTANT is the manufacturer or producer of the materials or services. CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services specified in the Agreement. Further, CONSULTANT will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

7. CONSULTANT WARRANTY. CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary to perform the services under this Agreement. CONSULTANT warrants that its services under this Agreement shall be performed in a professional manner consistent with the professional skill and care ordinarily provided by structural engineering professionals practicing in the same or similar locality under the same or similar circumstances. In the event of nonconformity, to the extent the professional standard of care for design professionals has not been met, and without limitation upon any other remedy, CCDC shall have no financial obligation in regard to the nonconforming goods or services. This right is not to the exclusion of any other right that CCDC has in law or equity. Without limiting the foregoing, CONSULTANT recognizes its obligation to work with CCDC to correct any errors resulting from its negligence.

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

9. 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 CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have ten (10) business 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 this Agreement.

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

11. PROPRIETARY RIGHTS. All documents, reports, and any other data developed by CONSULTANT for CCDC in the performance of this Agreement, whether finished or not finished, 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 CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefrom.

12. CONFIDENTIALITY. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information and, without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: a.) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); b.) is under the obligation to be disclosed pursuant to the applicable laws or regulations or orders of the court or other government authorities; or c.) is required to be disclosed by any Party to its own officers, board members, legal counsels, or financial advisors regarding the transaction contemplated hereunder, provided that such officers, board members, legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

13. RELATIONSHIP OF PARTIES. CONSULTANT is an independent contractor and is not an officer, employee, servant, or agent of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT 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 CONSULTANT. CONSULTANT shall not be entitled to any benefits provided by CCDC to employees.

14. 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 CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

15. DISCRIMINATION PROHIBITED. In performing the services required by this Agreement, CONSULTANT shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part, and may result in ineligibility to perform additional services for CCDC.

16. ACCESS TO RECORDS AND AUDITS. CONSULTANT 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. Upon request, such records shall be available for review by CCDC representatives for three (3) years after final payment.

17. SUBCONSULTANTS. CONSULTANT may propose the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of

SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS 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 SUBCONSULTANTS. Such changes in SUBCONSULTANTS 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 SUBCONSULTANTS and CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and payment to SUBCONSULTANTS.

18. COORDINATION WITH OTHER CONSULTANTS. CONSULTANT recognizes that CCDC has or may enter into agreements with other consultants. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other Consultants when the need arises.

19. INDEMNIFICATION. CONSULTANT 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, including attorney fees, arising from any negligent or tortious acts or omissions of CONSULTANT, its employees, or subconsultants. In case any action or proceeding is brought against CCDC or its officers, agents, or employees by reason of negligent or tortious acts or omissions of CONSULTANT, its employees, or subconsultants, CONSULTANT, upon written notice from CCDC, shall resist or defend such action or proceeding at CONSULTANT's expense.

20. INSURANCE. Prior to commencing services under this Agreement, CONSULTANT 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. All insurance coverage shall be written on an occurrence basis and provided by a company or companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage before commencing its performance as herein provided, and shall require insurer to notify CCDC a minimum of ten (10) days prior to cancellation of said policy or policies.

- (a) Worker's compensation as required by applicable law or regulation. If worker's compensation insurance is not required under the circumstances, CONSULTANT shall provide proof to CCDC that such coverage is not required.
- (b) Employer's liability insurance in the minimum amount required by applicable law or regulation.
- (c) Commercial general liability insurance policy 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 CONSULTANT's negligence during the performance of this Agreement.
- (d) Professional liability insurance with minimum limits of liability of \$1,000,000 per occurrence and \$1,000,000 aggregate.

21. DEFAULT AND TERMINATION.

- (a) FOR CAUSE. If through any cause CONSULTANT shall fail to perform any of the covenants or conditions of this Agreement or fails to fulfill its obligations in compliance with the schedule under this Agreement, and CONSULTANT does not cure such defects in performance within ten (10) days after receipt of written notice, CCDC shall thereupon have the right to terminate this Agreement. Upon termination for cause, CONSULTANT shall be paid an amount for the actual services satisfactorily performed in accordance with this Agreement through the default date. CONSULTANT shall provide CCDC all work products generated prior to date of termination.
- (b) TERMINATION FOR CONVENIENCE OF CCDC. CCDC may terminate this Agreement for its convenience at any time, for any reason, upon giving ten (10) business days written notice. If this Agreement is terminated by CCDC for convenience, CONSULTANT shall be paid an amount for the actual services satisfactorily performed to the date of termination. Consultant shall also provide CCDC all work products of consulting generated to date of termination. Notwithstanding any other provision in this Agreement, CCDC may terminate this Agreement immediately if CONSULTANT becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the CONSULTANT or if CONSULTANT makes an assignment for the benefit of creditors.

22. DISPUTES. In the event that a dispute arises between CCDC and the CONSULTANT 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 be commenced between the Parties hereto concerning this Agreement and the services rendered hereunder, 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 a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

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, Idaho 83702
#208-384-4264
jbrunelle@ccdcb Boise.com

To CONSULTANT:

Company Head or Managing Partner
Name of Firm
Address
Address
Phone #
Email

Telephone numbers and e-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, mail, courier, e-mail, or fax. Either Party may, by written notice, change the contact information 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. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

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 CONSULTANT has not completed, but does not cover services or work products that have been completed and CCDC has paid CONSULTANT'S fee. All waivers of the provisions of this Agreement must be in writing and signed by the Parties.

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

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

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 CONSULTANT 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.

END OF AGREEMENT | *Signatures appear on the following page.*

SAMPLE

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

CAPITAL CITY DEVELOPMENT CORP.

**CONSULTANT:
NAME OF FIRM**

John Brunelle, Executive Director

Name, Title

Date: _____

Date: _____

EXHIBITS

- A. CONSULTANT'S Proposal dated
- B. CONSULTANT'S Rate Schedule

SAMPLE

EXHIBIT A

Consultant's Proposal

SAMPLE

EXHIBIT B

Consultant's Rate Schedule

SAMPLE

Combined Evaluation Scores

RFQ: Structural Engineer - 10th & Front Garage



Category	AHJ Engineers	Desmon, Inc	HECO Engineers	KPFF	Walker
Cover Sheet	Pass	Pass	Pass	Pass	Pass
Waiver/Release	Pass	Pass	Pass	Pass	Pass
	Points	Points	Points	Points	Points
Organizational Qualifications 35					
Member #1	22	30	25	30	28
Member #2	25	33	20	30	30
Member #3	30	30	30	30	30
Personnel Qualifications 30					
Member #1	22	25	18	30	28
Member #2	25	30	20	28	30
Member #3	30	30	30	25	30
Project Experience 35					
Member #1	20	29	10	22	28
Member #2	25	35	20	35	35
Member #3	35	30	30	30	30
Total Points 300	234	272	203	260	269
Rank	4	1	5	3	2



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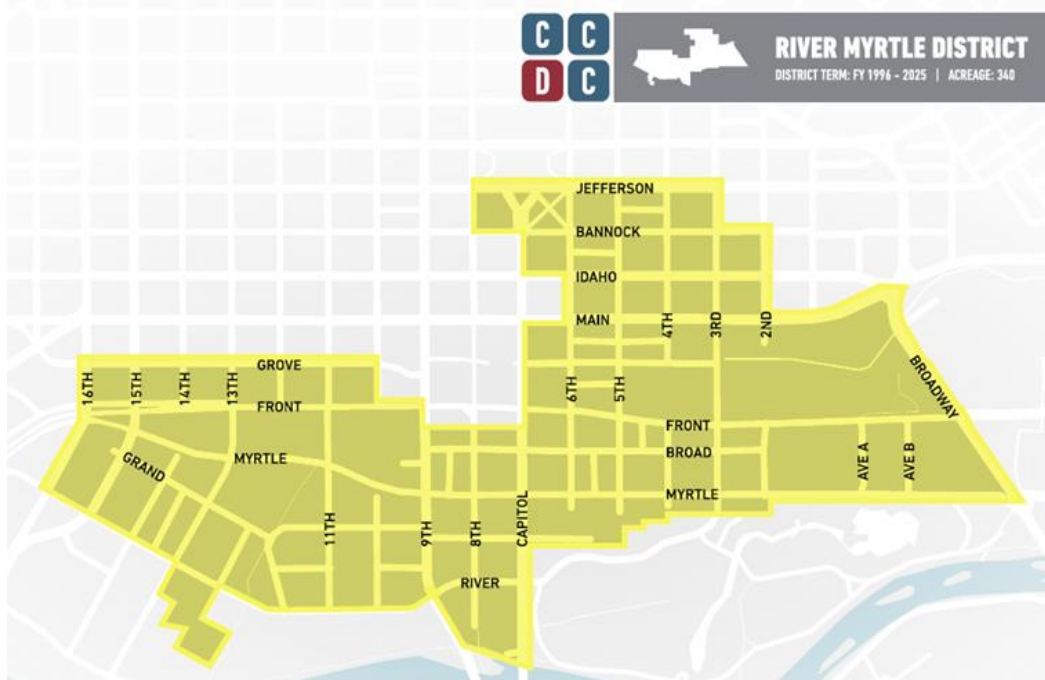


V.
INFORMATION
ITEMS



DATE: January 13, 2020
TO: Dana Zuckerman, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

5th & Front Streets - Hotel and Parking Garage - PP Type 3, 5: Construction continues on the 540-space 5th & Front parking garage with opening scheduled for early 2020. The hotel portion of the development is scheduled to open in summer 2020. CCDC will lease 200 parking spaces for public use. To-date, all 200 of CCDC’s leased spaces have been reserved by members of the public for monthly passes (weekday – daytime). The developer is planning a public art element on the stairwell wall facing Front Street, and are working with the City of Boise Arts and History Department on the selection process. The Board approved an additional \$90,000 in eligible

expenses for public art at its December 2019 meeting. The Public Art Request for Qualifications to Artists will be published by Arts and History this month.

500 S. 8th Street – Trailhead – Agency Leased Property: The Agency and the City of Boise approved an updated Memorandum of Understanding in December. Trailhead lease expires at the end of January. The parties are drafting and negotiating lease and operating agreements for the Agency Board to consider at a future meeting.

200 Myrtle Street - Boise Caddis - PP Type 2: Construction has begun on the Boise Caddis project. A construction crane is in place and steelwork is underway. The project has a scheduled 18-month construction period with opening planned for summer 2021. The project includes 160 rental units and 400 parking stalls. Ada County will purchase the parking stalls to be used by its nearby Courthouse complex workforce. The Type 2 Agreement includes approximately \$1.2 million in public improvements for bounding 2nd, 3rd, and Myrtle Streets and a small portion of Broad Street. Reimbursement will come from tax increment revenue generated by the project.

204 Myrtle Street – CDG Boise – PP Type 2: The Board designated this project for Type 2 funding at its November 2019 meeting. CDG Boise is building a 249-unit apartment building with 353 parking spaces, and has requested reimbursement for approximately \$980,000 of public improvements including streetscapes and utility work. The Type 2 Agreement was approved at the December 2019 Board meeting. Construction is scheduled to begin in late spring.

406 Broad Street - Cartee Apartments - PP Type 2: Construction and mobilization began in October 2019. The agreement between CCDC and the developer contemplates approximately \$1.3 million in eligible expenses to be reimbursed from project-generated tax increment revenue. The project includes approximately 160 apartment units and 176 structured parking spaces.

512 W Grove Street - 5th & Grove Mixed Use Residential - PP Type 2: At the August 2019 Board Meeting, the CCDC Board designated 5th and Grove as Eligible for Type 2 Participation Program funding. The project includes 114 for-rent apartments and 8,000 SF of ground floor retail. Preliminary eligible expenses estimates range between \$900,000 and \$1.2 million. Preliminary scoring shows that the project will qualify for Level A status and would receive 80% of the tax increment revenue it generates to reimburse eligible expenses. CCDC estimates the project would be reimbursed approximately \$750,000 if the typical Type 2 reimbursement structure is used. The developers are considering dedicating 50 units for workforce housing, which may increase the total reimbursement amount that CCDC can provide with the aim to be closer to the total eligible expense amount. The developer will know more in the coming months. CCDC will make that determination once the workforce piece is confirmed. CCDC is committed to bringing more workforce and affordable housing projects to this market.

600 Front Street - The Vanguard - PP Type 2: Visium Development has mobilized for construction of the 75-unit multi-family project on the corner of 6th and Front (formerly Biz Print). The Board designated this project for Type 2 funding at its November 2019 meeting. Visium has requested reimbursement funds for approximately \$400,000 of public improvements, including streetscapes and utility work. The Type 2 Agreement has been finalized and was approved at the December 2019 Board meeting.

Infrastructure

535 S. 15th Street – River Street Lofts – PP Type 1: Siding is being installed on the townhomes, and the project was complete in late 2019. CCDC will reimburse up to \$150,000 for public improvements upon completion and inspection.

S. 5th & Grove Streets Utilities - Underground & Conduit: This project includes undergrounding overhead utilities and installing a conduit bank on 5th Street from the north side of Front Street to the north side of Main Street. Probst is doing the Idaho Power work and Guho is doing the street light, conduit and vault work. All underground conduit, power and telecommunication work is complete. Service cut-overs and demolition of overhead is expected to be complete in January 2020.

11th Street Streetscape - Grove Street to River Street: These streetscape improvements are planned for construction in FY2023. To maximize public investment, the Agency is working closely with ACHD on its 11th Street bikeway facilities project. To ensure that cooperative and coordinated solutions are developed by ACHD and CCDC in their respective planning processes, the Agency is conducting planning and design on a similar schedule to ACHD.

N. 6th Street Streetscape - Front Street to Main Street: Design and construction of streetscape improvements on 6th Street between Main and Front Streets. The Land Group was selected as the design professional in October 2018, designed plans, including the Block 7 Alley, and the formal bid process was completed in July 2019. The contract was awarded to Guho Corp at the Board's August 2019 meeting. Construction is slated to start February 2020 due to current ACHD permit restrictions.

RMOB - Consolidated Newspaper Boxes: CCDC and the City are coordinating purchase and installation of consolidated newspaper boxes. The Agency received approval on June 3, 2019 from the City for proposed locations and box configurations. The Agency ordered newspaper boxes from vendor M.E.R. CCDC has received the boxes and executed a contract with Guho in December for installation. Guho has until June 2020 to complete installation.

390 S. Capitol Blvd - Mod Pizza - PP Type 1: Mod Pizza has opened and CCDC is working with the developers on the reimbursement documentation for awnings and some sidewalk work. The reimbursement will not exceed \$100,000 and will be paid in January 2020.

Mobility

S. 5th St & Myrtle St – Signalized Crossing: Kittelson & Associates is working on a preliminary warrant analysis for a new signalized crossing at 5th and Myrtle streets.

RMOB Circulator – Preliminary Engineering: CCDC is partnering with the City to share the costs of initial engineering for the Downtown Circulator project. The Agency has re-budgeted initial engineering funds to FY2020. The Agency stands ready to assist.

ParkBOI - Capitol & Myrtle Parking Garage – Agency Owned Property: Agency has contracted with Specialty Systems of Utah to repair patches of spray-on fire-proofing. The application process requires warmer temperatures, so Specialty Systems will be performing the work in the spring of 2020.

ParkBOI - 11th & Front Parking Garage – Agency Owned Property: No significant maintenance performed in November. Fewer than 100 of the 722 spaces that were originally available for general public monthly use remain available to lease.

N. 5th & 6th Streets – City of Boise/ACHD Traffic Configuration: ACHD has this project on indefinite hold until there is programmed construction funding. The Agency stands ready to assist and anticipates direction in the near future.

Place Making

Grove Street – Multi-Block Improvement Project: CCDC and the City selected a public engagement team, who is under contract. A vision statement, project timeline, and community engagement plan are being developed. Conversations with property owners are underway.

Block 7 – CCDC Alley Program: Block 7 is bounded by Capitol Boulevard, Main Street, 6th Street, and Grove Street. The project includes pavement enhancements, lighting, and improved trash facilities. The contract was awarded to Guho Corp, along with the 6th Street Streetscape project, at the August 2019 Board meeting. Guho began work on September 30 (after Old Boise Oktoberfest) with completion scheduled by the end of calendar year 2019. Final completion walk through scheduled for January 9, 2020

Special Projects

RMOB Public Art – City of Boise Broad Street Sculpture – PP Type 4: The T4 Agreement was approved by the CCDC Board at its February 2019 meeting. In April, the City’s artist selection panel selected Krivanek + Breaux. City Arts & History is working with the artist on a contract. In May, Boise City Council approved the selection panels and the Arts & History Commission’s recommendation to approve working with Krivanek + Breaux. Mr. Krivanek visited Boise in August 2019 to exchange ideas with stakeholder groups and develop initial concepts.

WESTSIDE DISTRICT



Economic Development

1010 W. Jefferson St – 10Ten Building – Agency-Owned Property: No notable maintenance issues surfaced in November.

421 N. 10th St – ISG/BSN Building - Agency Owned Property: No notable maintenance issues in surfaced in November.

Infrastructure

11th Street Streetscape - Washington Street to Grove Street: These streetscape improvements are planned for construction in FY2023. To maximize public investment, the Agency is working closely with ACHD on its 11th Street bikeway facilities project. To ensure that cooperative and coordinated solutions are developed by ACHD and the Agency in their respective planning processes, the Agency is conducting planning and design on a similar schedule to ACHD.

15th Street Utilities - Undergrounding & Conduit: This project undergrounded overhead power lines and installed underground fiber-optic conduit to facilitate redevelopment, expand telecommunications networks, and accommodate mature street trees along 15th Street. The project will be complete once Anderson & Wood installs a street light at 15th & Bannock in mid-January 2020.

Westside District - Consolidated Newspaper Boxes: CCDC and the City are coordinating purchase and installation of consolidated newspaper boxes. The boxes have been received and an installation contract with Guho was executed in December 2019. Guho has until June 2020 to complete installation.

Bannock Streetscape – 8th to 9th Streets: Jensen Belts Associates has completed the package for city Design Review. The project is on a temporary hold pending the outcome of City/ACHD traffic and street configuration decision. The City of Boise conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback has been evaluated. City of Boise presented the project to ACHD during a Commission work session in November 2019. The Commission was receptive and asked for an interagency agreement for paving then for the project brought back for formal presentation.

N. 8th Streetscapes - Bannock to State Streets: This City PDS project is on temporary hold pending outcome of City/ACHD traffic and street configuration decision. The City has met with ACHD and conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback has been evaluated. City of Boise presented the project to ACHD during a Commission work session in November 2019. The Commission was receptive and asked for an interagency agreement for paving then for the project brought back for formal presentation. That presentation is scheduled for January 22, 2020.

10th & State Streets – Brady Block Concepts: CCDC is working with nearby landowners around the Agency-owned sites to create transformative development in this area. CCDC hopes to incentivize the future redevelopment of underutilized sites adjacent to the Brady Block.

1010 Main St - Avery Building - PP Type: This is a privately-owned vacant building currently undergoing renovation. CCDC has remained engaged with the developer and owner who is working on overall project financing. The developer is interested in utilizing the Agency's Participation Program and hopes to submit an application in 2020.

1111 Idaho St - 11th & Idaho Building - PP Type 2: This nine-story, Class A office building is being developed by Rafanelli and Nahas and is using the internationally recognized architecture firm Perkins + Will. The site is adjacent to the future Westside Urban Park and is being designed to complement the existing Boise Plaza. The development was designated as a Type 2 Participation Project in July 2019. The final agreement was presented to the Board in August 2019. Construction is underway.

Westside URD - Boundary Adjustment - Eligibility Study: SB Friedman Development Advisors (SBF) presented their Eligibility Report for this URD Plan Amendment to the CCDC

Board at its May 2019 meeting. The City Council accepted the report in June 2019 and directed CCDC to move forward with the plan amendment. The Plan Amendment must be reviewed by CCDC and the City Council as well as Planning and Zoning prior to adoption. The Agency and counsel are working on scoping the plan amendment and are discussing potential projects with property owners.

Mobility

ParkBOI - 10th & Front Garage – Agency Owned Property: Phase I work, including repair of concrete spalling and heavy corrosion, post-tensioned tendon repairs, and installation of waterproofing membrane, was completed by contractor Hellman Construction in December 2019. The Agency is in the process of selecting a structural engineering firm for Phase II work through a Request for Qualification (RFQ) process. Five proposals were received in response to the RFQ issued in December; staff will present rankings of the proposals received at the January 2020 Board meeting. Once rankings are approved, staff will begin negotiations with the top ranked firm. Phase II construction is anticipated to begin mid/late 2020, following design and award of contract through a formal bid process.

11th Street Bikeway - ACHD Collaboration - River Street to Washington Street: 11th Street has been identified in plans by the City and ACHD as an important corridor for the west side of downtown Boise. It prioritizes cyclists, pedestrians, retail business, and residents while accommodating existing vehicular use. ACHD is conducting a bikeway planning process for improvements to be made in FY2023 to prioritize 11th Street as a cycling corridor.

Westside Circulator - Preliminary Engineering: CCDC is partnering with the City to share the costs of initial engineering for the Downtown Circulator project. The Agency is re-budgeting initial engineering funds to FY2020. The Agency stands ready to assist and anticipates direction in the near future.

North 8th Street – City/ACHD Traffic Configuration: A traffic and bike lane analysis performed by Kittleson & Associates and a design package by Jensen Belts Associates were presented to the City Council in January 2019. The City Council requested public outreach on the project, and the City and ACHD are working on public outreach plan. The Agency stands ready to assist and move forward with streetscape projects following a City/ACHD decision. The City conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback has been evaluated. The City presented the project to ACHD’s Commission during a November 2019 work session. The Commission was receptive and asked for an interagency agreement for paving then for the project to be brought back for formal presentation to the Commission. That presentation is scheduled for January 22, 2020.

Place Making

11th Street & Bannock Street – Westside Urban Park: City Council approved the Westside Urban Park Master Development Agreement and associated land agreement in June 2019. The completion of these agreements formalizes a public-private partnership that will result in the creation of a new downtown neighborhood urban park. This public investment complements construction of the adjacent nine-story Class A office building – to be known as the 11th & Idaho Office Building – with retail/restaurant space fronting the park. Construction on the office tower began in August 2019. After a selection process the City Arts & History Department engaged artist Matthew Mazzotta to produce an iconic and interactive art piece for the park. Mr. Mazzotta will be conducting an “outdoor living room” event on January 21, 2020 from 11 am to 2 pm in the Main + Marketplace breezeway to collect inspiring ideas from the general public about Boise.

30TH STREET DISTRICT



Economic Development

2403 Fairview Ave - Adare Manor - PP Type 2, 4: Northwest Integrity Housing Company's affordable housing development is complete and actively leasing units. The combined participation agreement is for approximately \$730,000 for public improvements adjacent to the development including streetscapes and utility work. This development is on ground leased from the City of Boise for forty years and was awarded to the developer through a competitive process. It includes 134 for-rent apartments. The majority will be for families earning less than 60% of the area median income or about \$44,000 per year for a family of four with approximately 10% serving market rate rents. CCDC is working with developers on the cost documentation to process the reimbursement for public improvements.

Infrastructure

301 29th St - Whittier Elementary School - PP Type 4: Construction at Whittier Elementary is complete. CCDC conducted an on-site inspection and reviewed and approved all cost documentation required for reimbursement for Eligible Expenses per the Type 4 Agreement. Boise School District has been reimbursed \$540,000 for expenses related to streetscapes, utilities, road reconstruction, and a public plaza space.

Place Making

30th Street District - Urban Renewal Plan Amendment: In the event Agency funding is involved in the development of a sports park or related infrastructure, and it is located in the 30th

Street District, it is likely that an amendment to the 30th Street Urban Renewal Plan would become necessary.

SHORELINE



Economic Development

Shoreline District - Downtown Boise Streetscape Standards Update: CCDC, in collaboration with the City, is preparing to update the Downtown Boise Streetscape Standards Manual. These standards provide guidance to private development and Agency’s Capital Improvement Plan projects for streetscape improvements in the public rights-of-way within the downtown Urban Renewal Districts.

The standards currently in effect were adopted by the City in 2015 and do not include the Shoreline District project area. This update will incorporate the Shoreline District project area as well as the innovative stormwater management strategies outlined in the City’s Lusk Street Neighborhood Master Plan and River Street Neighborhood Master Plan.

The update will be reviewed by neighborhood stakeholders, the City, and ACHD before being considered for formal approval. Once approved by the CCDC Board, the updated standards will be forwarded to the City Council and recommended for final approval and adoption into Blueprint Boise. This collaborative process will begin once Agency funds are allocated to the project to pay for the necessary consultant services.

GATEWAY EAST



GATEWAY DISTRICT

DISTRICT TERM: FY 2020 - 2039 | ACREAGE: 2,643



Economic Development

9025 S Federal Way – PP Type 2: 9025 S. Federal Way is an 11,000 square foot mixed-use office and industrial project consisting of three office suites and two warehouse bays on a 1.4-acre lot located on the west side of Federal Way across from the Micron campus. The project is expected to be complete in early 2020 and is anticipated to attract small subcontractors for Micron from Japan, South Korea and Taiwan to work/office space convenient to the Micron campus. Total project value is estimated to be \$2.1 million, with an estimated \$94,000 in eligible expenses. The project was designated for Type 2 assistance at the November Board meeting and the final agreement will be on the January Board meeting.

9605 S Eisenman Road – Boise Gateway 1 – PP Type 2: Boise Gateway 1 is a 168,000 square foot industrial building project with related site improvements located at the southwest corner of Eisenman Road and Freight Street. This is the first project/phase of the 140-acre Boise Gateway Industrial Park, on land owned by the City of Boise and ground leased to the Boyer Company for development. Upon completion in mid-2020, the majority of the building will be leased by Verde Fulfillment, a third party logistics and e-retailer fulfillment center with clients around the world. Total project value is estimated to be just under \$13 million, with an estimated \$425,000 in eligible expenses. The project was designated for Type 2 assistance at the November Board meeting and the final agreement will be on the February Board meeting, once Agency and the developer have resolved details of public telecommunications improvement.

Mobility

Gowen Road – ACHD Cost Share - PP Type 4: ACHD will replace the Gowen Road Bridge over the railroad right-of-way including widening to accommodate bike lanes and sidewalks. The Agency is working on a cost share/participation agreement to install fiber optic conduit and accommodate a future pathway under the bridge consistent with the Gateway East Plan. ACHD and the Agency executed a cost share/participation agreement in May 2019 to accommodate a future pathway under the bridge consistent with the Gateway East Plan. The cost share is estimated to be approximately \$380,000 due upon completion of construction, but no sooner than October 1, 2022. The Agency is working with City of Boise and ACHD to negotiate a separate cost share agreement for conduit installation to cost approximately \$100,000.

Gateway East Transportation Study: The Agency has contracted with engineering firm HDR to perform a transportation study of the Gateway East District. The project team includes representatives of the Agency as well as City of Boise and ACHD. The study will determine the necessary number of lanes on major roads and optimal secondary access points and recommended traffic control to inform the ACHD Master Street Map and agency development services departments. The study is expected to be complete in early 2020.

AGENCY WIDE – ALL DISTRICTS

Economic Development

ParkBOI - Parking Access Equipment Failure: ParkBOI experienced a systemic failure of access equipment beginning in late November. The system was inoperable for nearly two weeks before returning to full functionality in December. A thorough evaluation of what might have caused the failure is underway and measures are being taken to assure it won't happen again.

ParkBOI - Parking Garage Design Guidelines: CCDC solicited a proposal from consultant Kimley-Horn for parking garage design guidelines. Kimley-Horn has completed work on guideline updates.

ParkBOI – Parking Rates - Annual Review: Demand remains strong for spaces throughout the Agency's downtown parking system, especially in the 9th & Main and Capitol & Main Parking Garages. The wait lists have been reduced from nearly 1,300 to 217 mainly due to eliminating the wait list for the Capitol & Front Garage, which is being sold to a private entity. At its January 2020 meeting the Board will be asked to set a public meeting date of March 9, 2020 to consider rate adjustments.

City of Boise Park & Ride Shuttle: The decision has been made to terminate this service as soon as possible. Ridership is low and VRT has increased their Vista shuttle service to 15 minute headways. The search for a west end Park & Ride service has been suspended for the time being.

ParkBOI - New Product - Nighttime Monthly: As part of the parking rate discussion scheduled for the Board's March 2020 meeting, staff will recommend the 10th & Front Garage be designated to accommodate proposed nighttime - monthly parking pass-holders. This garage is available to these parkers as early as 3 pm, making it an attractive alternative to a regular monthly pass.

City Go: Formerly known as the Downtown Mobility Collaborative, the downtown's Transportation Management Association is up and running. This partnership of VRT, City of Boise, ACHD Commuteride, Boise State, St Luke's, the DBA and CCDC, is aggressively marketing its products and services to the downtown community. An excellent overview can be

found on the website citygoboise.com. The Board will receive a City Go presentation during the first quarter of 2020.

Park+ Parking Modeling Program: Last year CCDC invested in a parking modeling program to help predict the impact of proposed developments on the parking demand and supply. The same demand/supply data that was gathered last spring was fed into the program with parcel and land use information. As additional developments are proposed, information can be fed into the program to help predict traffic and parking impacts. The program will be used to update recent development scenarios. FY2020 will be a transition year for the program/tool, as it will be transferred fully to the City in FY2021.

CCDC Parking Management Plan Update: This document serves as the legal, financial, and operational basis of the Agency's parking system. It is referred to when rates are adjusted, when garages are funded, and when a parking operator is hired. In July 2019 a panel of experts met with CCDC to provide input and ideas for how the document's content and organization might be updated. The study will be completed by mid-2020.

ParkBOI - 9th & Main Parking Garage - BikeBOI Bicycle Parking: BikeBOI, a 24-hour secure bike parking facility located in the 9th & Main garage and available to registered users, opened for operations in June 2019. As of early December, 37 individuals have signed up to use the facility. BikeBOI has space for 42 bikes, including space for up to six oversize bikes (utility bikes, "fat" bikes, tandem, recumbent, etc.).

ParkBOI - 9th & Main Parking Garage - Elevators: The Agency is working with Hummel Architects for the design, construction documents and construction administration for the modernization of the two elevators in the 9th & Main Garage. Construction documents are expected in mid-January 2020 and bidding is planned for later that month.

ParkBOI - Capitol & Front Parking Garage - Agency Owned Property: At its December 2019 meeting the Board reviewed a Purchase and Sale Agreement for this parking garage with Block 22, LLC for the purchase price of \$4,000,000. Block 22 is capable of upholding the existing covenants and restrictions on the garage, and CCDC believes this disposition is in the best interests of the Agency and the City. CCDC is working with Block 22 on due diligence and a transition plan. The closing and property transfer is scheduled for late February 2020. Block 22 intends to continue operating the garage with no changes for the time being.

ParkBOI - Capitol & Main Parking Garage: The Agency has contracted with Civil Survey Consultants to design a repair for ground level exit lanes. The Agency informally re-bid the repairs in December 2019. Hellmann Construction was the low bidder. The work is expected to begin in mid-January 2020 in coordination with the elevator modernization contractor.

ParkBOI - Capitol & Main Parking Garage – Elevators: Schindler began work on elevator modernization in the Capitol & Main Garage on January 7, 2020, starting with the Idaho Street elevator. Once the Idaho Street elevator is complete and back in service – scheduled for late January – Schindler will proceed to work on the Main Street elevator. The project is scheduled for completion by the end of February 2020.

ParkBOI - 9th & Front Parking Garage – Agency Owned Property: Agency contracted for small areas of waterproofing membrane repairs and additional concrete repairs. The spall repair is complete. The contractor will resume the membrane repair this spring. The Agency issued an RFP to three of its on-call architects for a proposal to repair deteriorated concrete on the stairs. Proposals were received in December 2019. Slichter Ugrin Architects (SUA) was selected and is currently working on a fee proposal. Agency is in discussions with SUA for project scope, schedule and budget.

ParkBOI – Door Hardware & ADA Upgrades: Slichter Ugrin Architects have been hired as the design professional to develop plans and specifications. Project to go out to bid in early 2020.

[Condominium Associations](#)

Building Eight Condominiums Association

Members	Percent Interest
CCDC - Capitol & Myrtle Parking Garage	35%
Raymond Management (Hampton Inn & Suites)	62.5%
Hendricks (retail units represented by Colliers International)	2.5%
Annual Report Due: December 31, 2020	Next Annual Meeting: October 7, 2020
Issues/Comments:	No issues

Front Street Condominium Association

Members	Percent Interest
CCDC - 9th & Front Parking Garage	25.76%
GBAD	2.00%
Aspen Condominiums	52.17%
Hendricks (retail and office units represented by Colliers International)	20.07%
Annual Report Due: November 30, 2020	Next Annual Meeting: October 7, 2020
Issues/Comments:	No issues

Block 22 Condominium Association

Members	Percent Interest
CCDC - Capitol & Front Parking Garage	13.30%
Block 22 (The Grove Hotel, CenturyLink Arena)	86.7%
Annual Report Due: July 31, 2020	Next Annual Meeting: TBD.
Issues/Comments:	2019 Annual Meeting conducted August 6, 2019.

Capitol Terrace Condominium Association. The Agency will be working with Hawkins Companies, owner of the Main + Marketplace commercial condominium units, to create an updated set of condominium declarations. Hawkins Companies has completed the Main + Marketplace remodel.

Members	Percent Interest
CCDC - Capitol & Main Parking Garage	50%
Hawkins Companies (Main + Marketplace)	50%
Annual Report Due: February 28, 2020	Next Annual Meeting: Spring 2020.
Issues/Comments:	CCDC and Hawkins Companies calculating new assessment fees. Staff anticipates this being completed by January 2020.

Downtown Parking Condominiums Association

Members	Percent Interest
CCDC - 9th & Main Parking Garage	93.51%
Les Bois Holdings, LLC (commercial unit)	2.03%

Eastman Building, LLC (commercial units)	4.46%
Annual Report Due: September 30, 2020	Next Annual Meeting: Spring 2020.
Issues/Comments:	2019 Annual Meeting conducted June 11, 2019. Annual Report filed August 2, 2019.

ACME Fast Freight Condominium Association

Members	Percent Interest
CCDC – 11th & Front Parking Garage	30.10%
BVA	69.90%
Issues/Comments:	2019 Annual Meeting conducted February 14, 2019. Annual report – amended to reflect changes in ownership from Gardner Company to Ball Ventures Ahlquist (BVA) – filed by BVA March 5, 2019.

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VI. ADJOURN



END