



BOARD OF COMMISSIONERS MEETING

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Virtual Meeting – Public Access at ccdcboise.com
April 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. Minutes and Reports
 - 1. Approval of March 9, 2020 Audit Committee Minutes
 - 2. Approval of March 9, 2020 Meeting Minutes
- B. Other
 - 1. Approve Resolution #1634 - 9605 S Eisenman - Type 2 Participation Agreement
 - 2. Approve Resolution #1647 - Cost Share Agreement with ACHD to rebuild 8th Street (Bannock to State) and Bannock Street (9th to Capitol), (\$278,000 contribution from ACHD to CCDC for 8th & Bannock Streetscape Improvement Project)
 - 3. Approve Resolution #1649 - Contract for ParkBOI Garages Door, Hardware, and ADA Upgrades Project
 - 4. Approve Resolution #1646 - Contract for the 11th Street Bikeway Concept Design

IV. ACTION ITEM

- A. CONSIDER: Resolution #1648 - Ratifying the Parking Proposal Approved by the Agency Board Executive Committee (10 minutes) Chair Zuckerman
- B. CONSIDER: Suspend Consideration of 2020 Parking Rate Adjustments (5 minutes)John Brunelle
- C. CONSIDER: 9100 S Eisenman Road – Mixed Use Office/Industrial – Participation Program Type 2 Agreement Designation with R&L Carriers, Inc. (10 minutes) Brady Shinn

V. INFORMATION/DISCUSSION ITEMS

- A. Trailhead Project Annual Report (5 minutes)..... Tiam Rastegar, Executive Director, Trailhead
- B. 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

CAPITAL CITY DEVELOPMENT CORPORATION
Audit Committee
CCDC Board Room, 121 N. 9th Street Boise, ID 83702
March 9, 2020 11:00 a.m.

I. CALL TO ORDER:

The Executive Committee of the CCDC Board of Commissioners serve concurrently as the Audit Committee.

Chair Zuckerman convened the meeting with a quorum at 11:04 a.m.

Present: Chair Dana Zuckerman, Vice-Chair Ryan Woodings

Absent: David Bieter, Secretary-Treasurer

Agency staff present: John Brunelle, Executive Director; Ross Borden, Finance & Administration Director, Joey Chen, Controller; Holli Klitsch, Accountant.

II. FY 2019 AUDIT REPORT PRESENTATION BY INDEPENDENT AUDITOR

Kevin Smith, Audit Partner, Eide Bailly, LLP, presented the firm's report of the Agency's Financial Statements for Fiscal Year 2019.

III. DISCUSSION

Chair Zuckerman and Vice Chair Woodings thanked Mr. Smith and Eide Bailly LLP for performing the annual independent audit of the Agency's financial statements.

Executive Director John Brunelle and Finance & Administration Director Ross Borden acknowledged Controller Joey Chen and Accountant Holli Klitsch and credited their excellent work for another clean audit.

IV. EXECUTIVE COMMITTEE DISCUSSION WITH INDEPENDENT AUDITOR

Chair Zuckerman dismissed staff.

V. ADJOURNMENT

There being no further business to come before the Audit Committee, Chair Zuckerman adjourned the meeting at 11:19 a.m.

ADOPTED BY THE AUDIT COMMITTEE OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13TH DAY OF APRIL, 2020.

Dana Zuckerman, Chair

Lauren McLean, Secretary

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
March 9, 2020 12:00 p.m.

I. CALL TO ORDER:

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

Present: Commissioner David Bieter, Commissioner Latonia Haney Keith, Commissioner Gordon Jones, Commissioner Maryanne Jordan, Commissioner Lauren McLean, Commissioner Ben Quintana, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Commissioner Kate Nelson joined the meeting via conference call.

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; Laura Williams, Assistant Director – Economic Development; Matt Edmond, Assistant Director – Parking & Mobility; Karl Woods, Senior Project Manager – Capital Improvements; Brady Shinn, Project Manager – Property Development; Amy Fimbel, Project Manager – Capital Improvements; Jordyn Neerdaels, Communications Manager; Joey Chen, Controller; Holli Klitsch, Accountant; Kathy Wanner, Contracts Specialist; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes to the agenda.

III. CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report – January and February 2020

B. Minutes and Reports

1. Approval of January 13, 2020 Meeting Minutes

Commissioner Woodings made a motion to approve the Consent Agenda.

Commissioner Quintana seconded.

All said Aye. The motion carried 7-0.

Commissioner Maryanne Jordan and Commissioner Latonia Haney Keith joined the meeting at 12:06 p.m.

IV. ACTION ITEMS

A. CONSIDER: Annual Independent Audit of FY 2019 Financial Statements

Kevin Smith, Eide Bailly Audit Partner, gave a report.

Commissioner Woodings made a motion to accept independent auditor Eide Bailly's report of Agency Fiscal Year 2019 financial statements and authorize staff to deliver the audit report to all required entities.

Commissioner Quintana seconded.
All said Aye. The motion carried 9-0.

B. CONSIDER: Approval of the 2019 Annual Report

John Brunelle, CCDC Executive Director, gave a report.

C. PUBLIC COMMENT: Approval of the 2019 Annual Report

Chair Zuckerman opened the meeting to public comments on the annual report at 12:11 p.m.

There being no one from the public to provide comment, Chair Zuckerman closed the public comments at 12:12 p.m.

Commissioner Woodings moved to approve the 2019 Annual Report and direct staff to finalize the document and fulfill statutory publication and access requirements.

Commissioner Ben seconded.
All said Aye. The motion carried 9-0.

D. CONSIDER: Election of Board Officers – Chair, Vice-Chair and Secretary/Treasurer

Chair Zuckerman, gave a report.

Commissioner Zuckerman made a motion to elect Commissioner Dana Zuckerman as Chair, Commissioner Ryan Woodings as Vice-Chair, and Commissioner Lauren McLean as Secretary/Treasurer.

Commissioner Bieter seconded.
All said Aye. The motion carried 9-0.

E. CONSIDER: Approval of Executive Committee Charge

Commissioner Zuckerman provided a brief explanation of the Executive Committee Charge to new Board members Kate Nelson, Latonia Haney Keith, and Lauren McLean.

Commissioner Woodings moved to approve the Executive Committee Charge.
Commissioner Quintana seconded.
All said Aye. The motion carried 9-0.

F. CONSIDER: Appointment of Secretary Pro Tempore

Commissioner Woodings moved to designate Ross Bordon, CCDC Finance & Administration Director, as the Secretary Pro Tempore.

Commissioner Quintana seconded.
All said Aye. The motion carried 9-0.

G. CONSIDER: Resolution #1644 – Approving Type 2 Participation Program Agreement, 116 S 6th Street – Mixed Use, Income-Restricted Apartments

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

Commissioner Woodings moved to adopt Resolution #1644, approving the Type 2 General Assistance Participation Agreement with 6th & Grove Investors, LLC and authorizing the Executive Director to execute the agreement.

Commissioner Jordan seconded.
All said Aye. The motion carried 9-0.

H. CONSIDER: Resolution #1645 – Approving Type 2 Participation Agreement, 512 W Grove Street – Mixed Use, Residential

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

Commissioner Woodings moved to adopt Resolution #1645, approving the Type 2 General Assistance Participation Agreement with 5t & Grove Investors, LLC and authorizing the Executive Director to execute the agreement.

Commissioner Jordan seconded.
All said Aye. The motion carried 9-0.

I. CONSIDER: Resolution #1643 – Approving the Contract for 9th & Main Elevator Repairs

Matt Edmond, CCDC Assistant Director – Parking & Mobility, and Kathy Wanner, CCDC

Contracts Specialist, gave a report.

Commissioner Woodings moved to adopt Resolution #1643 recognizing the Schindler Elevator Corporation as the lowest responsive bidder for the 9th & Main Garage Elevator Refurbishment Project; awarding the 9th & Main Garage Elevator Refurbishment Project contract to Schindler Elevator Corporation for the total Bid amount of \$256,226; and authorizing the Executive Director to execute the contract and expend funds.

Commissioner Jordan seconded.
All said Aye. The motion carried 9-0.

J. CONSIDER: Resolution #1642 – Approving the Contract for 8th & Bannock Streetscape Improvement Project Design Services

Karl Woods, CCDC Senior Project Manager, and Kathy Wanner, CCDC Contracts Specialist, gave a report.

Commissioner Woodings moved to adopt Resolution #1642 approving Jensen Belts Associates Task Order 19-002 for the 8th & Bannock Streetscapes Improvements Project construction documents and construction administration services.

Commissioner Jordan seconded.
All said Aye, the motion carried 9-0.

K. CONSIDER: Resolution #1641 – Approving the Ranking for 8th & Bannock Streetscape Improvement Project CM/GC Services

Karl Woods, CCDC Senior Project Manager, and Kathy Wanner, CCDC Contracts Specialist, gave a report.

Commissioner Woodings moved to adopt Resolution #1641 approving the ranking for the RFQ: CM/GC for the 8th & Bannock Streetscape Improvements Project and authorize the Executive Director to negotiate and execute a Construction Manager/General Contractor agreement for the 8th & Bannock Streetscape Improvement Project.

Commissioner Jordan seconded.
All said Aye, the motion carried 9-0.

L. PUBLIC MEETING: Public Comment on Proposed Parking Rate Changes

Chair Zuckerman opened the meeting to public comments on the Proposed Parking Rate Changes at 1:10 p.m.

M. CONSIDER: Continuing Public Comment period to April 13 and deferring decision on the Proposed Parking Rate Changes to April 13 Board Meeting

John Brunelle, CCDC Executive Director, gave a report.

Commissioner Woodings moved to defer the rate of consideration until April 13, 2020, at the regularly scheduled CCDC Board meeting.

Commissioner Jordan seconded.
All said Aye, the motion carried 9-0.

V. INFORMATION/DISCUSSION ITEMS

A. 11th Street Bikeway

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

B. CCDC Monthly Report

John Brunelle, CCDC Executive Director, gave a report

At 1:37 p.m. Commissioner Ben Quintana announced that the March 9, 2020 CCDC Board Meeting was to be his last. He is unavailable for the April 13, 2020 meeting, and his term is up May 1, 2020. He thanked the CCDC Board and Agency staff for their service.

VI. MEETING ADJOURNMENT

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

All said Aye. 9-0. The meeting adjourned at 1:40 p.m.

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

Dana Zuckerman, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: Resolution #1634 – Approving 9605 S. Eisenman – Boise Gateway 1 – Type 2 Participation Agreement with Boise Gateway 1, L.C.		Date: April 13, 2020
Staff Contact: Matt Edmond	Attachments: 1) Resolution #1634 2) Type 2 Agreement	
Action Requested: Adopt Resolution #1634 approving the Type 2 General Assistance Participation Agreement with Boise Gateway 1, L.C. and authorizing the Executive Director to execute the agreement		

Background:

9605 S. Eisenman is a proposed 168,000 square foot industrial building with related site improvements located at the southwest corner of Eisenman Road and Freight Street in the Gateway East District. Total development costs are estimated to be just under \$13 Million. Upon completion, the majority of the building will be leased by Verde Fulfillment, a third party logistics and e-retailer fulfillment center with clients from around the world. Building activities include material shipping, warehousing and packing. 9605 S. Eisenman was approved by Design Review on August 14, 2019. The developer broke ground on October 23, 2019 and expects project completion and certificate of occupancy in July of 2020.

The site of 9605 S. Eisenman is part 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. The Boyer Company is a 50 year old full service real estate development firm based in Salt Lake City, Utah. The Boyer Company serves as the Master Developer of the Boise Gateway Industrial Park through a Development Agreement with the City of Boise. Individual projects will be developed on the City property through Ground Lease mechanisms with the City.

Boise Gateway 1, L.C. 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 extending natural gas, power and telecommunications lines, completing the Freight Street frontage with sidewalks, landscaping, and street lights, and installing sidewalks and street lights, as well as water and sewer main line extensions along Eisenman Road. Much of this infrastructure will serve future development within Gateway East.

In July 2019, 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.

Project Summary and Timeline:

- Located at southwest corner of Eisenman and Freight (south of Winco distribution center)
- 168,000 square feet industrial
- 107 surface parking stalls
- \$12,770,500 Total Development Costs
- \$426,144 Estimated Eligible Expenses
- 100 construction jobs estimated
- 60 permanent jobs estimated
- August 14, 2019 – Design Review Approval
- October 2019 – Construction began
- November 2019 – CCDC Board designated project for Type 2 General Assistance
- April 2020 – Type 2 Agreement Finalize/Execute
- July 2020 – Construction complete
- Summer 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 \$426,144; which serve 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 be 100% of the eligible expenses.

Assuming the project is complete per its schedule in June of 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 years.

Estimated Reimbursement Payments	
1) September 2022	\$ 94,808
2) September 2023	\$ 94,808
3) September 2024	\$ 94,808
4) September 2025	\$ 94,808
5) September 2026	\$ 46,912
Total	\$ 426,144

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 #1634.

Suggested Motion:

I move to adopt Resolution #1634 approving the Type 2 General Assistance Participation Agreement with Boise Gateway 1, L.C. and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1634

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 BOISE GATEWAY 1, LC, A FOREIGN LIMITED LIABILITY COMPANY, FOR PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF BOISE GATEWAY 1 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, Boise Gateway 1, L.C. owns or controls certain real property that it plans to develop into a warehouse building and site improvements (the "Project"), including certain right-of-way public improvements, 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 Boise Gateway 1, L.C., whereby Boise Gateway 1, L.C., will construct the Project and the Agency will reimburse Boise Gateway 1, L.C., 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 Boise Gateway 1, L.C.; 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 April 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 April 13, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

BOISE GATEWAY 1, LC

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

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 Boise Gateway 1, LC, a Foreign 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 9605 S. Eisenman Road, 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 168,000 square foot industrial building with related infrastructure and site improvements. 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: extend natural gas, power and telecommunications lines, complete the Freight Street frontage with sidewalks, landscaping, and streetlights, and construct sidewalks and streetlights, as well as

water and sewer main line extensions along Eisenman Road (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. 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 Boise Gateway 1, LC, a Limited Liability Company formed in Utah and registered with the Idaho Secretary of State as a Foreign Limited Liability Company. The principal address of Participant is 101 South 200 East, Suite 200, Salt Lake City, Utah 84111-3112.

The Registered Agent for Participant is CT Corporation System, 921 S. Orchard Street, Suite G, Boise, Idaho 83705.

"Participant," as used herein, includes Boise Gateway 1, LC 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 Zero Dollars (\$0) for tax year 2019.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Twelve Million Seven Hundred Seventy Thousand Five Hundred Dollars (\$12,770,500) (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 October 17, 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 Four Hundred Twenty-Five Thousand Two Hundred Forty-Four Dollars (\$426,144) (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. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.
3. 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").
4. 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.
5. 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.
6. 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.

7. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development, and provide documentation that the interest has been waived.
8. Additional documentation or clarifications may be required and requested by CCDC.
9. 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.

The anticipated timeline for this project is as follows:

Reimbursement	Project Completion	Assessment Type	Assessment	Taxes Due	Reimbursement Paid
#1	June 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

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*	\$ 10,216,400
2019 Assessed Value	(\$ 0)
Subtotal	\$ 10,216,400
X Levy Rate (0.0116)	\$ 118,510
X 80% (Level A Reimbursement Rate)	\$ 94,808
Estimated Reimbursement Payments	

1) September 2022	\$ 94,808
2) September 2023	\$ 94,808
3) September 2024	\$ 94,808
4) September 2025	\$ 94,808
5) September 2026	\$ 46,912
Total	\$ 426,144

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

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

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, 2039.

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

Boise Gateway 1, LC ("Participant")
a Utah limited liability company, by its manager
The Boyer Company, a Utah limited liability company

Date

Brian Gochnour
Its Manager

Exhibit A

Legal Description



LEGAL DESCRIPTION

Exhibit "A"

July 24, 2019
Project No.: 118054

PARCEL "B"
CITY of BOISE

A parcel of land located in a portion of Gov't Lot 1 of Section 18, T. 2 N., R. 3 E. and a portion of Gov't Lot 4 of Section 7, T. 2 N., R. 3 E., Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 18, marked by an aluminum cap monument; Thence on the north line of said of Gov't Lot 1 of Section 18, North 89° 43' 11" East, 25.01 feet to the **POINT OF BEGINNING**;

Thence North 00° 14' 00" East, 47.73 feet, to a point on the southerly right-of-way line of Freight Street;

Thence on said southerly right-of-way line, North 88° 53' 41" East, 39.74 feet to a point of curvature;

Thence 297.54 feet on the arc of a curve to the right, having a radius of 1056.00 feet, a central angle of 16° 08' 38", and whose long chord bears South 83° 04' 16" East, 296.56 feet;

Thence South 74° 59' 57" East, 102.26 feet to a point of curvature;

Thence 84.50 feet on the arc of a curve to the left, having a radius of 317.00 feet, a central angle of 15° 16' 22", and whose long chord bears South 82° 38' 09" East, 84.25 feet;

Thence North 89° 43' 38" East, 9.30 feet;

Thence South 40° 32' 11" East, 30.13 feet, to a point common with the westerly right-of-way line of South Eisenman Road;

Thence on said westerly right-of-way line, South 01° 02' 32" West, 697.02 feet, to a point common with the northerly future public right-of-way line, as shown on record of survey number 9819, as same is recorded as instrument number 114037985, Ada County records;

Thence on said future public right-of-way line, South 25° 14' 15" West, 7.19 feet;

Thence leaving said future public right-of-way line, North 88° 57' 28" West, 547.06 feet;

Thence on a line parallel to and 25.00 feet east of the west section of said Section 18, North 01° 19' 44" East, 741.06 feet to the **POINT OF BEGINNING**.

The above described parcel contains 9.62 acres, more or less.

PREPARED BY:

The Land Group, Inc.

Michael Femenia, PLS



07/24/2019

Exhibit A (continued)

Depiction of Project Site

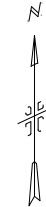
Record of Survey / Property Line Adjustment
for

City of Boise



Situated in a portion of the NE 1/4 of Section 13, T. 2 N., R. 2 E., a portion of Gov't Lots 1 & 2 of Section 18, T. 2 N., R. 3 E. AND a portion of Gov't Lot 4 of Section 7, T. 2 N., R. 3 E.,

Boise Meridian,

City of Boise, Ada County, Idaho
2019



Legend

	FOUND BRASS CAP MONUMENT
	FOUND ALUMINUM CAP MONUMENT
</	

Survey Notes:

- THIS RECORD OF SURVEY HAS BEEN APPROVED BY BOISE CITY UNDER APPLICATION ROS 19-xxxxx
- THIS RECORD OF SURVEY ESTABLISHES PARCELS THAT MEET THE APPLICABLE REQUIREMENTS OF SECTION 11-09-02.1.B.
- THIS PROPERTY IS CURRENTLY ZONED M-2D.
- SEE SHEET 2 FOR CERTIFICATIONS.
- THESE PARCELS MAY NOT BE DIVIDED UNLESS APPROVED BY THE CITY OF BOISE. THE ORIGINAL PARCELS ARE NO LONGER BUILDABLE PARCELS PURSUANT TO THIS RECORD OF SURVEY.



462 East Shore Drive, Suite 100 Eagle,
ID 83616

PN 118054

SHEET 1 OF 2

Line Table			Curve Table					
LINE	BEARING	LENGTH	CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
L1	N01°08'08"E	27.08'	C1	297.54'	1,056.00'	16°08'38"	S83°04'16"E	296.56'
L2	N00°14'00"E	47.37'	C2	84.50'	317.00'	15°16'22"	S82°38'09"E	84.25'
L3	N00°14'00"E	54.00'	C3	89.14'	445.00'	11°28'37"	S06°45'59"W	88.99'
L4	N00°14'00"E	47.73'	C4	422.50'	920.00'	26°18'46"	S64°20'20"E	418.80'
L5	N88°53'41"E	25.02'	C5	3.77'	455.00'	0°28'28"	S55°54'31"E	3.77'
L6	N88°53'41"E	39.74'	125x125' WESTERN TELE-COMMUNICATIONS, INC. LEASE INSTR. No. 99058293 / ROS 9819					
L7	S74°59'57"E	102.26'						
L8	N89°43'38"E	9.30'						
L9	S40°32'11"E	30.13'						

Certificate of Ada County Recorder

STATE OF IDAHO
COUNTY OF ADA
INSTRUMENT NUMBER _____

I HEREBY CERTIFY THAT THIS PLAT WAS FILED AT THE REQUEST OF _____
AT _____ MINUTES PAST _____ O'CLOCK _____ M. THIS
DAY OF _____ A.D. 2019, IN MY OFFICE AND WAS DULY RECORDED.

DEPUTY _____ EX-OFFICIO RECORDER _____

FEE: _____

Narrative

THIS SURVEY IS BEING PERFORMED TO ESTABLISH PARCEL 'B' FOR COMMERCIAL DEVELOPMENT. THE FOUND SECTION MONUMENTS HAVE BEEN HELD TO ESTABLISH RECORD SECTIONAL BOUNDARY LINES. RIGHT-OF-WAY FOR FREIGHT STREET ESTABLISHED FROM ROS #9819, ROS #8275 AND ROW DEED INST. #108042095. RIGHT-OF-WAY FOR SOUTH EISENMAN ROAD ESTABLISHED FROM ROS #3695 (ISAAC'S CANYON INTERCHANGE) ROS #8792 AND FOUND MONUMENTS. THE SIXTEENTH CORNER FOR SECTION 13, FALLS 1.12' WEST OF THE SECTION LINE BETWEEN SECTIONS 13 & 18. MY DETERMINATION IS THAT WHEN THE CORNER WAS SET PER ROS #2849 THE SURVEYOR HELD THE EAST QUARTER CORNER OF SECTION 13 AND THE NORTHEAST SECTION CORNER OF SECTION 13, DISREGARDING THE NORTHWEST SECTION CORNER OF SECTION 18. THERE IS A SIGNIFICANT BEARING BREAK AT SAID CORNER. SUBSEQUENTLY, THE SURVEYOR OF ROS #9819 PERPETUATED THE ERROR AND SET AN ALUMINUM CAP ON THE PREVIOUSLY SET 'SIXTEENTH' CORNER.



07/25/2019

Referenced Survey Table:

- RECORD OF SURVEY No. 9819, INSTRUMENT #114037985, RECORDS OF ADA COUNTY.
- RECORD OF SURVEY No. 8792, INSTRUMENT #11004923, RECORDS OF ADA COUNTY.
- RECORD OF SURVEY No. 2849, INSTRUMENT #94041346, RECORDS OF ADA COUNTY.
- RECORD OF SURVEY No. 3695, INSTRUMENT #96087661, RECORDS OF ADA COUNTY.
- RECORD OF SURVEY No. 8275, INSTRUMENT #108044794, RECORDS OF ADA COUNTY.

City of Boise



DETAIL "B"
SCALE: 1" = 10'

DETAIL "C"
SCALE: 1" = 10'

SHEET 2 OF 2

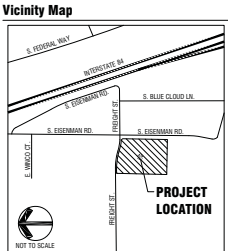
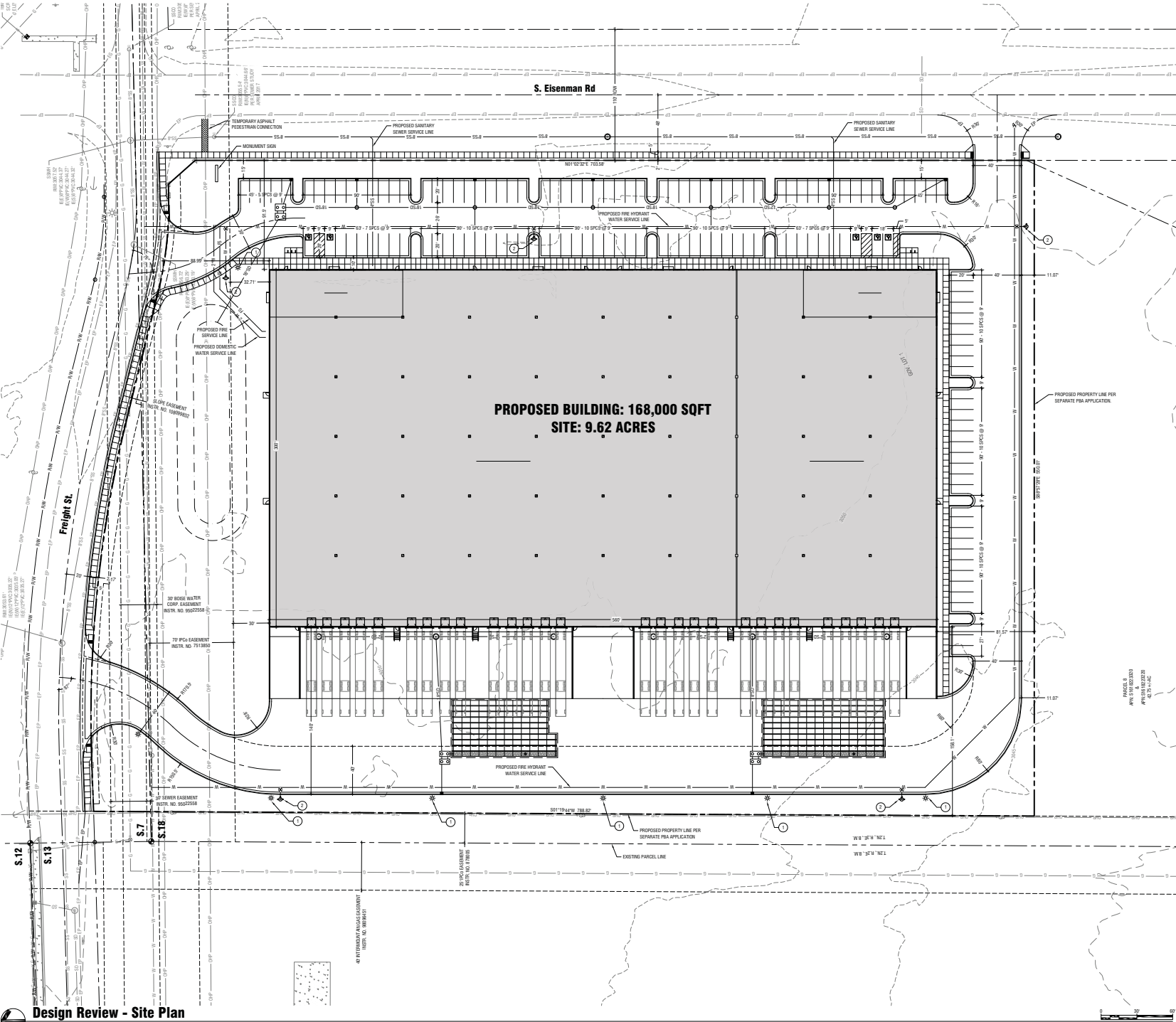
Exhibit B

Project Depiction and Renderings

Exhibit B 9605 Eisenman Project Depiction and Renderings



Exhibit B 9605 Eisenman Project Depiction and Renderings



Project Contacts

DEVELOPER
THE BOYER COMPANY
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UTAH 84111
801.586.8000
C/O DAVID WARD
dward@boyercompany.com

CIVIL ENGINEER & LANDSCAPE ARCHITECT
THE LAND GROUP, INC.
401 EAST DOWNE DRIVE, SUITE 100
EAGLE, IDAHO 83616
208.339.4041
C/O JASON SCHMIDT, PE
C/O BOB SCHAEFER, PLA
jschmidt@thelandgroupinc.com
bschaefer@thelandgroupinc.com

ARCHITECT
GIBB
375 WEST 200 SOUTH
SALT LAKE CITY, UTAH 84101
801.521.8000
C/O D. SCOTT HENRIKSEN
dhenriksen@gibbarchitects.com

Project Calculations

PROPERTY SIZE: ± 9.62 AC
PROPOSED BUILDING SIZE: 168,000 SF
CURRENT ZONING: M-20
PROPOSED ZONING: M-20 (NO CHANGE)

DIMENSIONAL STANDARDS

	REQUIRED	PROPOSED
BUILDING SETBACKS:		
FRONT:	20 FT	81.5 FT ±
REAR:	0 FT	155 FT ±
SIDE: 14 FT	87 FT ±	
PARKING SETBACKS:		
FRONT:	7 FT	15 FT
REAR:	0 FT	14.8 FT ±
SIDE: 7 FT	VARIES	
MAXIMUM BUILDING HEIGHT:	35 FT	

PARKING CALCULATIONS:

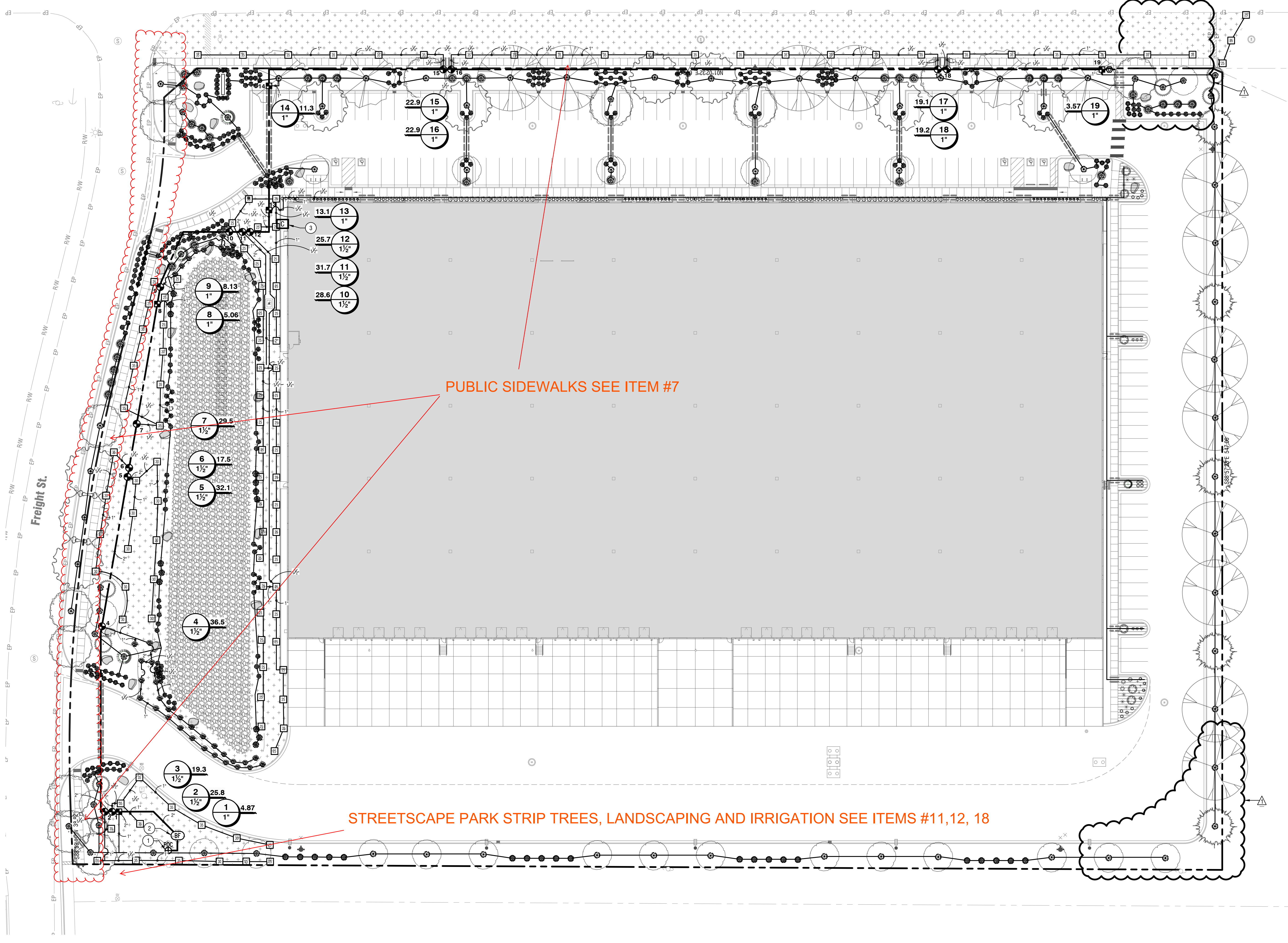
	REQUIRED	PROPOSED
PARKING STALLS:	84-85	142-24
ACCESSIBLE PARKING STALLS:	5-6A	5-6A
BOULEVARD PARKING SPACES:	5-6A	10-6A

- Keynotes**
- PROPOSED SITE LUMINAIRE: EATON MCGRAW-EDISON GALLEON AREA AND ROADWAY LUMINAIRE
 - PROPOSED FIRE HYDRANT

Boise Gateway - Building 1
Boyer Company
9605 S. EISENMAN RD.
BOISE, IDAHO 83716

Exhibit C

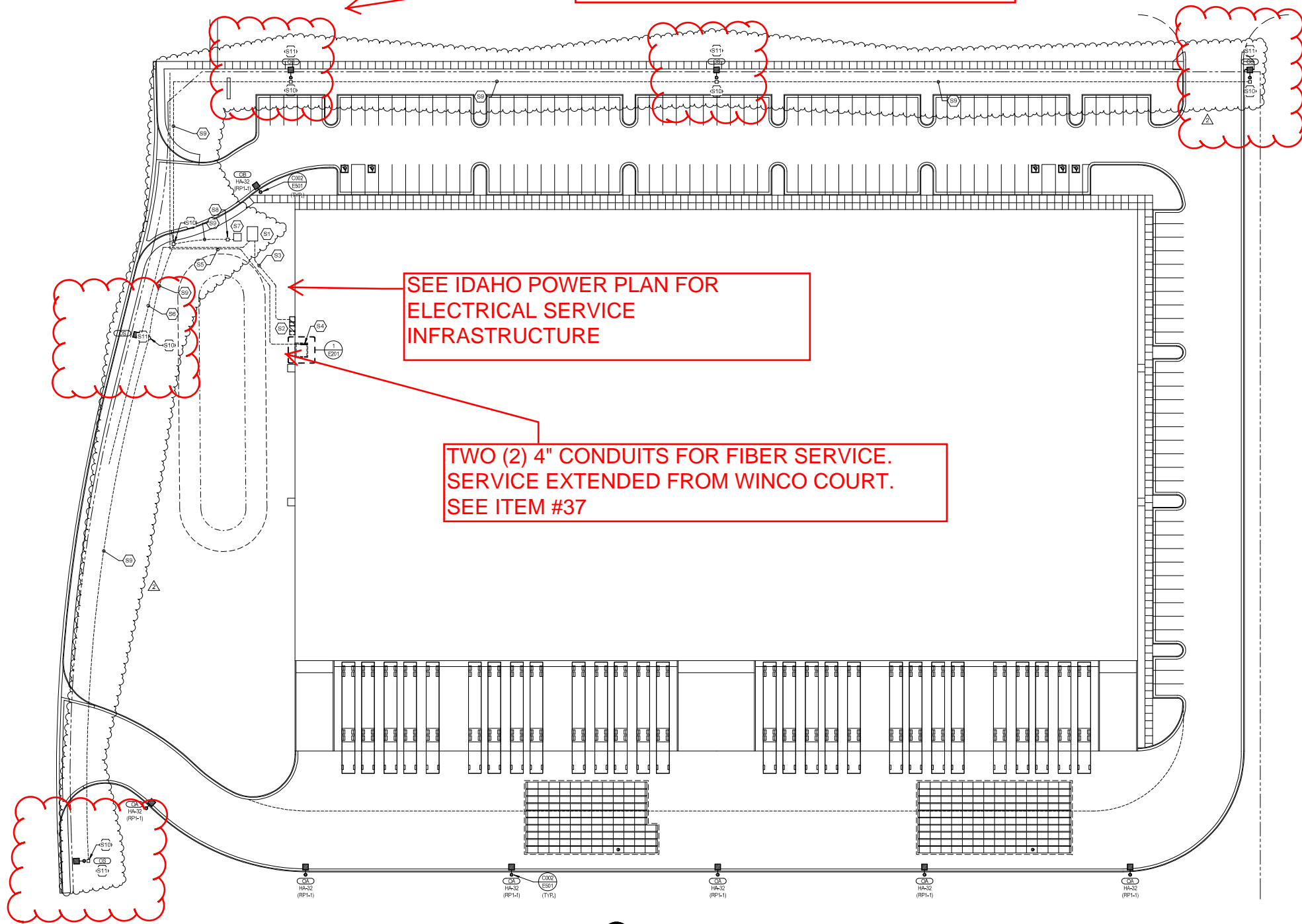
Public Improvement Plans and Renderings



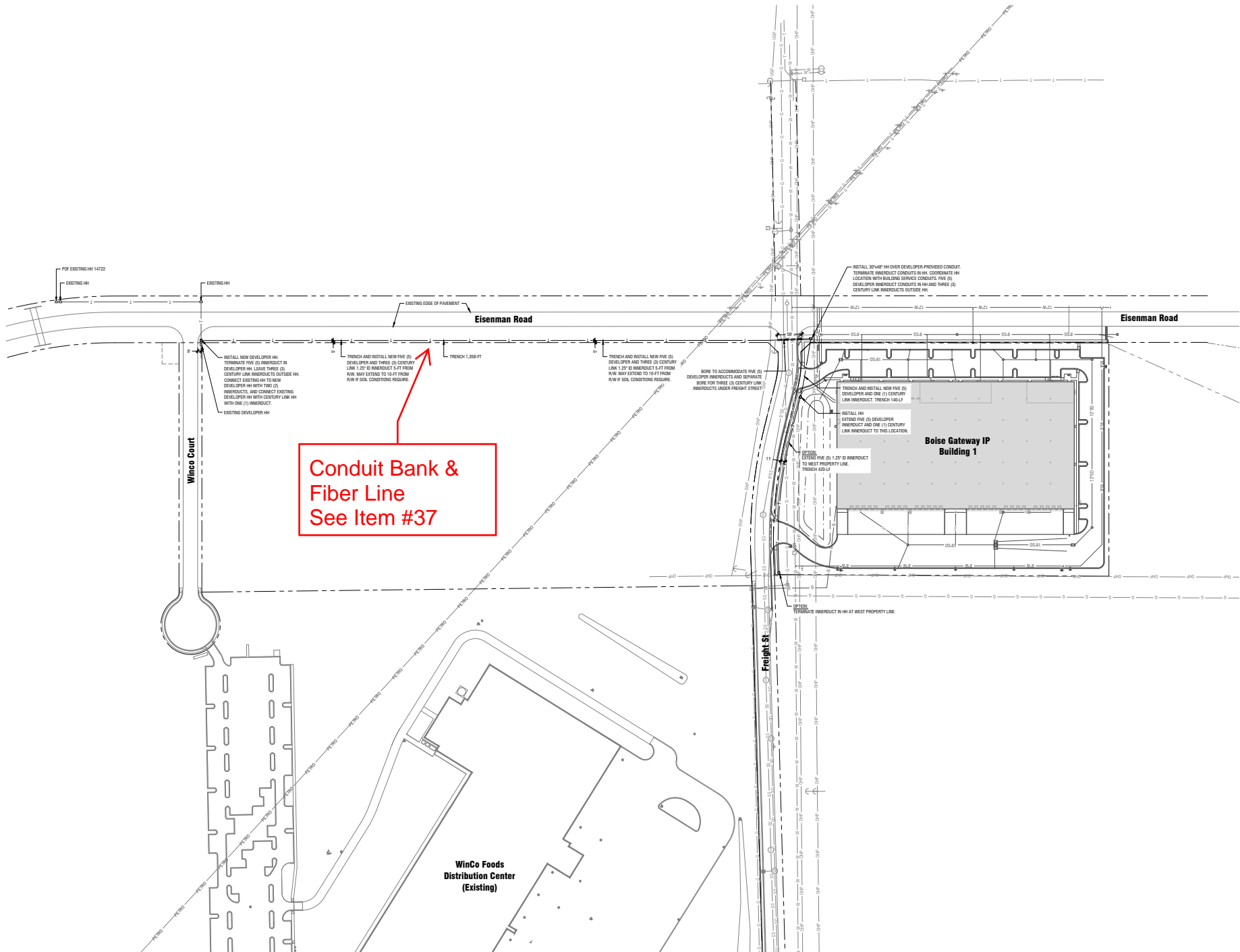
STREET LIGHTS AND RELATED
INFRASTRUCTURE. SEE ITEM #21

SEE IDAHO POWER PLAN FOR
ELECTRICAL SERVICE
INFRASTRUCTURE

TWO (2) 4" CONDUITS FOR FIBER SERVICE.
SERVICE EXTENDED FROM WINCO COURT.
SEE ITEM #37



REV.	DATE	DESCRIPTION
1	08-30-2019	ARCHITECT'S REPORT
2	09-10-2019	BOISE CITY COMMENTS
3	09-17-2019	BOISE CITY COMMENTS
4	10-14-2019	ARCHITECT'S REPORT
5	12-16-2019	ARCHITECT'S REPORT
6	12-20-2019	ARCHITECT'S REPORT
7	01-23-2020	RFI 032



Eisenman Road

SEE SHEET C450 FOR SEWER MAIN EXTENSION PLAN AND PROFILE

New 8" Water Main
See Item #32

New 8" Sanitary Sewer
See Item #33

PROPOSED
BUILDING

FF: 3054.50

2
C410

Retention Area

FIRE SERVICE COORDINATE WITH SUEZ WATER, BUILDING MECHANICAL AND FIRE SPRINKLER DESIGN FOR SIZE AND LOCATION.
2-IN WATER SERVICE COORDINATE WITH SUEZ WATER, BUILDING MECHANICAL FOR CONTINUATION.
IDAHO POWER TRANSFORMER, COORDINATE WITH PWD AND BUILDING ELECTRICAL.
KEY IN PIPE OUTFALL WITH POND COBBLES AT OUTFALL OR PROVIDE 3-CY ANGULAR RIP RAP.
CONSTRUCT 100-FT X 8-FT RAPID INFILTRATION WINDOW. SEE NOTES AND DETAIL 2/C410 FOR REQUIREMENTS.
NOTE: IF EXPLORATORY EXCAVATION DOES NOT ENCOUNTER FRACTURED BASALTS AT INDICATED LOCATION OF WINDOW, COORDINATE WITH PROJECT ENGINEER AND BOISE CITY PUBLIC WORKS INSPECTOR TO EXPLORE OTHER LOCATIONS WITHIN RETENTION BASIN AND REPOSITION WINDOW.

1
8-IN PVC
E: 3048.60

1
8-IN PVC
E: 3048.60

1
8-IN PVC
E: 3048.60

1
8-IN PVC
E: 3048.60

1
8-IN PVC
E: 3048.60

3-LF OF 8-IN PVC AT 2.73%

3-LF OF 8-IN PVC AT 4.74%

3-LF OF 8-IN PVC AT 5.47%

3-LF OF 8-IN PVC AT 19.17%

3-LF OF 8-IN PVC AT 0.50%

135-LF OF 8-IN PVC AT 7.28%

77-LF OF 8-IN PVC AT 4.74%

77-LF OF 8-IN PVC AT 5.47%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

207-LF OF 18-IN PVC AT 0.38%

2-LF OF 18-IN PVC AT 0.00%

2-LF OF 18-IN PVC AT 0.00%

2-LF OF 18-IN PVC AT 0.00%

2-LF OF 18-IN PVC AT 0.00%

60-LF OF 12-IN C900 PVC AT 0.40%

44-LF OF 12-IN C900 PVC AT 0.40%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

2-IN WATER SERVICE AND METER COORDINATE WITH SUEZ WATER AND L2,000 IRRIGATION PLAN.

1
8-IN PVC
E: 3048.60

1
8-IN PVC
E: 3048.60

1
8-IN PVC
E: 3048.60

1
8-IN PVC
E: 3048.60

1
8-IN PVC
E: 3048.60

3-LF OF 8-IN PVC AT 2.73%

3-LF OF 8-IN PVC AT 4.74%

3-LF OF 8-IN PVC AT 5.47%

3-LF OF 8-IN PVC AT 19.17%

3-LF OF 8-IN PVC AT 0.50%

135-LF OF 8-IN PVC AT 7.28%

77-LF OF 8-IN PVC AT 4.74%

77-LF OF 8-IN PVC AT 5.47%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

207-LF OF 18-IN PVC AT 0.38%

2-LF OF 18-IN PVC AT 0.00%

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2-LF OF 18-IN PVC AT 0.00%

2-LF OF 18-IN PVC AT 0.00%

60-LF OF 12-IN C900 PVC AT 0.40%

44-LF OF 12-IN C900 PVC AT 0.40%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

153-LF OF 18-IN PERFORATE HOPE AT 0.00%

Exhibit D

Schedule of Eligible Expenses Estimate

Exhibit D: 9605 Eisenman Schedule of Eligible Expenses

CCDC Participation Program

Type 2 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

Project Name:
Boise Gateway Building #1

Plan Date:
27 March 2020

By:
D. Ward

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition (Clear, grub & haul off)	SF	\$ 0.35	35,335	\$ 12,367.25
2	Asphalt demolition (Removal & haul off)	SF	\$ 1.38	1,605	\$ 2,214.90
3	Curb and gutter demolition	LF		0	\$ -
4	Saw cut asphalt	LF	\$ 1.90	650	\$ 1,235.00
5	Replace subbase (Removal & Pitrun place & prep)	TN	\$ 20.23	800	\$ 16,184.00
6	Stand alone tree removal	EA		0	\$ -
SIDEWALK WORK:					
7	Scored concrete sidewalk	SF	\$ 1.44	6,715	\$ 9,669.60
9	Pedestrian ramp	SF	\$ 1.44	410	\$ 590.40
10	Truncated dome	SF		0	\$ -
11	Lawn parkway	LS	\$ 7,504.00	1	\$ 7,504.00
12	Irrigation	LS	\$ 3,200.00	1	\$ 3,200.00
OTHER:					
13	Asphalt repair (3/4" base & asphalt paving)	SF	\$ 6.58	1,950	\$ 12,831.00
14	Concrete curb cut	EA		0	\$ -
15	Vertical curb and gutter (6") (3/4" place & prep)	LF	\$ 2.01	750	\$ 1,507.50
16	Myers cabinet	EA		0	\$ -
17	Water meter	EA	\$ 600.00	4	\$ 2,400.00
SITUATIONAL FURNISHINGS:					
18	Street trees	EA	\$ 420.00	7	\$ 2,940.00
21	Street Lights	EA	\$ 5,200.00	5	\$ 26,000.00
OTHER:					
26	TBD	0	\$ -	0	\$ -
27	TBD	0	\$ -	0	\$ -
Total Streetscape Costs:					\$ 98,643.65

Exhibit D: 9605 Eisenman Schedule of Eligible Expenses

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:					
28 Surface demo	LS	\$ 2,500.00	1	\$	2,500.00
29 Surface prep	LS	\$ 11,000.00	1	\$	11,000.00
30 Finish materials (permeable pavers, etc.)	0	\$ -	0	\$	-
UTILITIES:					
31 Power line (new/relocation/extension)	LS	\$ 70,000.00	1	\$	70,000.00
32 Water line (new/relocation/extension)	LS	\$ 90,000.00	1	\$	90,000.00
33 Sewer line	LS	\$ 75,000.00	1	\$	75,000.00
35 Natural gas line (new/relocation/extension)	LS	\$ 20,000.00	1	\$	20,000.00
36 Phone line (new/relocation/extension)	LS	\$ -	0	\$	-
37 Fiber line (new/relocation/extension)	LS	\$ 50,000.00	1	\$	50,000.00
38 ACHD power box relocation	EA	\$ -	0	\$	-
STREET:					
39 Asphalt demolition	SF	\$ -	0	\$	-
40 Road sub-base and prep	0	\$ -	0	\$	-
41 Asphalt paving	LS	\$ 9,000.00	1	\$	9,000.00
PATH:					
42 Surface demolition	SF	\$ -	0	\$	-
43 Surface prep	SF	\$ -	0	\$	-
44 Paving material	SF	\$ 600.00	0	\$	-
OTHER:					
51 TBD	0	\$ -	0	\$	-
52 TBD	0	\$ -	0	\$	-
Total Infrastructure & Utilities Costs:				\$	327,500.00

Exhibit D: 9605 Eisenman Schedule of Eligible Expenses

CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC						
SITE:						
53	Brownfield Environmental Assessment	0	\$	-	0	\$ -
54	Brownfield Environmental Remediation	0	\$	-	0	\$ -
55	Clearing	SF	\$ 0.35		415,425	\$ -
56	Grading	SF	\$ 1.99		244,140	\$ -
OTHER:						
57	TBD	0	\$	-	0	\$ -
58	TBD	0	\$	-	0	\$ -
Total Site Costs:					\$	-
TOTAL ELIGIBLE COSTS:						
					\$426,143.65	
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 Boise Gateway 1, LC, a Foreign 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:
BOISE GATEWAY 1, LC

By: _____

Its: _____

Date



AGENDA BILL

Agenda Subject: Resolution No. 1647 Approval of an Interagency Agreement with the Ada County Highway District for Street Reconstruction on 8 th & Bannock Streets		Date: April 13, 2020
Staff Contact: Kathy Wanner Karl Woods	Attachments: 1. Resolution No. 1647 2. Interagency Agreement	
Action Requested: Adopt Resolution No. 1647 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for street reconstruction associated with the Agency's 8 th & Bannock Street Streetscape Improvement Project.		

Background:

The Agency's construction of its 8th & Bannock Street Streetscape Improvement Project includes significant investment in public improvements such as green stormwater infrastructure, new streetscapes, furnishings, street lights, rebuilt roads, vault reconstructions, geothermal expansion and fiber optic expansion. Since the project streets have an Ada County Highway District (ACHD) "Pavement Condition Index" of 62 or below, a complete reconstruction would be required at the next maintenance cycle. Therefore, completion of the street reconstruction now is the best way to extend the life of the 8th & Bannock Streets improvements being made.

Agency and ACHD staff have negotiated an agreement to share the expense involved in complete reconstruction of 8th Street between Bannock Street and State Street and Bannock Street between 9th and Capitol Boulevard. The parties are prepared to proceed with the Agency's CM/GC, Guho Corp, handling the reconstruction of the streets.

Fiscal Notes:

CCDC has budgeted \$2M for the streetscape improvements. The interagency agreement will augment that budget line item by approximately \$278,000 to help Agency dollars go further.

Staff Recommendation:

Staff recommends the Agency Board find it in the best interest of the Agency and the public to approve execution of the Interagency Agreement with ACHD.

Suggested Motion:

I move adoption of Resolution No. 1647 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for street reconstruction associated with the Agency's 8th & Bannock Street Streetscape Improvement Project.

RESOLUTION NO. 1647

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 AN INTERAGENCY AGREEMENT FOR RECONSTRUCTION OF PORTIONS OF 8TH STREET AND PORTIONS OF BANNOCK STREET BETWEEN THE AGENCY AND THE ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; 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 River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, 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, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, in cooperation with the City of Boise and the Ada County Highway District (ACHD), the Agency seeks to make certain transformative improvements and enhancements to certain portions of 8th Street and Bannock Street, including installation of geothermal and fiber optic resources, innovative storm water solutions, dedicated bike lanes, creative streetscape design, and street reconstruction, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, because doing so will extend the life of the Agency's investments in the streetscape improvements, the Agency has offered to design and reconstruct 8th Street between Bannock Street and State Street and design and reconstruct Bannock Street between 9th Street and Capitol Boulevard provided that ACHD reimburses certain costs associated with the street reconstruction; and

WHEREAS, the Agency and ACHD have determined that it is in the best public interest to enter into an Interagency Agreement, attached hereto as Exhibit A, whereby the Parties agree the Agency's contractor will construct the streetscape improvements and ACHD will reimburse for its share of the cost of the work; and

WHEREAS, the Board of Commissioners finds it to be 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 Interagency Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to 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 April 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 April 13, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

EXHIBIT A

INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT
AND
CAPITAL CITY DEVELOPMENT CORPORATION
FOR

Reconstruction of Roadway, Curbs, Gutters, Sidewalks and Green Stormwater
Infrastructure at Identified portions of 8th & Bannock Streets in Boise, Idaho.

INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND
CAPITAL CITY DEVELOPMENT CORPORATION FOR
Reconstruction of Roadway, Curbs, Gutters, Sidewalks and Green Stormwater Infrastructure at
Identified portions of 8th & Bannock Streets in Boise, Idaho.

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (“ACHD”), and the CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, exercising governmental functions and powers, organized and existing under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code (“CCDC”).

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction, and authority to maintain, improve, regulate, and operate public rights-of-way in Ada County.

WHEREAS, CCDC is an urban renewal agency, a public entity, organized and existing pursuant to Idaho Code Title 50, as amended and supplemented, with the power to undertake and carry out urban renewal projects and related activities within its urban renewal districts.

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

WHEREAS, CCDC desires to reconstruct curbs, gutters and sidewalks within downtown Boise on **8th Street between Bannock Street and State Street, and Bannock Street between Ten Barrel Parking Lot and Capitol Boulevard, as depicted in Exhibit A, attached hereto**, (“CCDC PROJECT”). Reconstruction and improvements of the curb, gutter, sidewalk and Green Stormwater Infrastructure (GSI) may necessitate a full pavement rebuild on **8th Street and Bannock Street**. In addition, CCDC may reconstruct the pavement on certain block segments with asphalt.

WHEREAS, the existing pavement and subbase on **8th Street between Bannock Street and State Street**, currently has a Pavement Condition Index of 62 or below, and requires a complete reconstruction the next time this segment undergoes maintenance, and **Bannock Street between 9th Street and Capitol Boulevard** currently has a Pavement Condition Index of 68 or below, requiring at least a 2-inch mill and inlay, and possibly a complete reconstruction the next time this segment undergoes maintenance as recommended in a recent geotechnical report done with the 2019 Downtown Boise Implementation Plan ACHD project. These treatments are a

minimum and may require a more extensive treatment based on additional changes such as reconfiguration and stormwater system changes.

WHEREAS, ACHD is the principal permittee for National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit #IDS-027561 effective February 1, 2013.

WHEREAS, the NPDES MS4 permit requires ACHD to implement and enforce a program to control stormwater runoff from all new development and redevelopment projects resulting in land disturbance, including asphalt removal or regrading, of 5,000 square feet (ft²) or more, and the use of Green Stormwater Infrastructure (GSI) can meet this Permit requirement by providing onsite stormwater management.

WHEREAS, ACHD and the City of Boise executed a Master License Agreement on May 24, 2016, which provides a limited license to the City of Boise to regulate and control the size, placement, operation, and maintenance of green stormwater drainage facilities located within and under sidewalks and other areas adjacent to and behind the curb within the public rights-of-way for the purpose of providing safe and effective alternative stormwater drainage systems in the Greater Downtown Boise Area and to improve upon the aesthetics therein, and which limited license sets forth the purposes, powers, rights, objectives, and responsibilities of ACHD and the City of Boise relating to the green stormwater drainage facilities.

WHEREAS, CCDC has offered to design and reconstruct the entirety of **8th Street between Bannock Street and State Street, and Bannock Street between 9th Street and Capitol Boulevard, as depicted on Exhibit A** (“ACHD PROJECT”), provided that ACHD reimburses the material costs of granular subbase, aggregate base course, excavation, and asphalt associated with such reconstruction that would have been included in the 2019 Downtown Boise Implementation Plan ACHD project if not for this project. The 2019 Downtown Boise Implementation Plan ACHD project included a reconstruction of **8th Street between Bannock Street and State Street**, and a 2-inch mill and inlay on **Bannock Street between 9th Street and Capitol Boulevard**. Reimbursement associated with **8th Street between Bannock Street and State Street** includes the parking area.

WHEREAS, construction specifications for the ACHD PROJECT (“PROJECT SPECIFICATIONS”) are attached hereto as Exhibit “B”.

WHEREAS, an estimate of the material cost of granular subbase, aggregate base course, asphalt, excavation, mobilization, and misc. construction costs associated with the construction of the ACHD PROJECT are attached hereto as Exhibit “C”. Actual accepted bid prices will be used to calculate the reimbursement ACHD is responsible for.

WHEREAS, completion of the ACHD PROJECT will extend the life of CCDC’s investments in the streetscape.

WHEREAS, CCDC is willing to include the PROJECT SPECIFICATIONS within its CCDC PROJECT bid package and obtain a separate construction cost to include the ACHD PROJECT work within its CCDC PROJECT.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACHD and CCDC agree as follows:

1. ACHD RESPONSIBILITIES:

- a. Review and approve the separate construction estimate for the ACHD PROJECT prior to bidding as part of the CCDC PROJECT bid package (which will include the ACHD PROJECT as a separate biddable component).
- b. Review and approve the separate construction estimate for the ACHD PROJECT once the bidding is complete for the CCDC PROJECT bid package (which will include the ACHD PROJECT as a separate biddable component). If ACHD does not approve said estimate, CCDC shall have no obligation to construct any portion of the ACHD PROJECT, and ACHD shall have no obligation to reimburse CCDC for the construction of any portion of the ACHD PROJECT.
- c. Provide for the inspection of the ACHD PROJECT, including all related road, sidewalk and storm drain components applicable to the CCDC PROJECT.
- d. Provide payment to CCDC after bid acceptance and any construction change order costs that relate to the ACHD PROJECT in accordance with Section 3, PAYMENT, below, for the construction of the ACHD PROJECT, as described in the Recitals and depicted in Exhibit A. ACHD will not be responsible for the added costs above the pavement designs shown in Exhibit "B". The final payment(s) will reflect the low bid ACHD approved amount and any change orders that affect the ACHD PROJECT approved by ACHD of work done per ACHD fiscal year.

2. CCDC RESPONSIBILITIES:

- a. Provide for design, bidding, and award of the ACHD PROJECT as a component of the CCDC PROJECT.
- b. Provide for construction of the ACHD PROJECT in accordance with the PROJECT SPECIFICATIONS.
- c. Call ACHD-identified staff two (2) weeks prior to beginning CCDC PROJECT work, which is estimated to begin in June, 2020.
- d. Provide for the inspection of the CCDC PROJECT.

3. PAYMENT:

- a. CCDC shall provide the awarded construction contract, including bid item prices, to ACHD, which will be used to find the sum ACHD is to pay based on the material estimates in Exhibit C.

- b. CCDC will invoice ACHD for construction costs related the ACHD Project based on the actual construction costs as submitted by CCDC's contractor. In order to contain project related costs in any particular fiscal year, CCDC can, at its option, submit to ACHD monthly invoices; or one invoice for project related costs incurred through September 30, 2020 and one invoice upon substantial project completion. The fiscal year for CCDC and ACHD ends September 30.
- c. ACHD shall make payments to CCDC within thirty (30) days of receiving the invoice; provided, however, that if ACHD disputes or disapproves any amount or the awarded construction contract, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.
- d. CCDC shall provide to ACHD all information provided by CCDC's contractor, including sufficient proof of payment to all contractors, subcontractors, or material supplies that provided services or materials in the construction of the ACHD PROJECT up to the date of the invoice.
- e. CCDC shall provide all construction change order requests and information provided by CCDC's contractor. In the event of a construction change order, ACHD and CCDC shall review the change order and jointly decide the percentage of responsibility of each party. In most cases ACHD would be fully or partially responsible for change orders required for asphalt paving such as the removal and replacement of unsuitable subbase material, or as part of the ACHD PROJECT. ACHD shall include such change order costs in the ACHD payments; provided, however, that if ACHD disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

4. ADDITIONAL PROVISIONS:

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. Each of the exhibits referenced herein is incorporated into the body of this Agreement.
- c. ACHD's approval will be required for any change order affecting the ACHD PROJECT.
- d. Prior to commencement of work by the contractor(s), the parties will, together with the contractor(s), inspect the ACHD PROJECT site for the purpose of reviewing the site to locate and note any unstable areas and resolve any items of concern or misunderstanding.
- e. It is anticipated that the term of this Agreement shall expire by September 30, 2021 or whenever each party's obligations are complete, whichever is later. CCDC's warranty obligations pursuant to the ACHD Policy Manual shall survive the termination of this Agreement.

- f. CCDC hereby indemnifies and holds ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of CCDC, CCDC's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of CCDC hereunder, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by CCDC hereunder, but only to the extent caused by the negligent acts or omissions of CCDC, or CCDC's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, CCDC's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the agreement.
- g. ACHD hereby indemnifies and holds CCDC harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of ACHD, ACHD's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of ACHD hereunder, and including any attorney fees and costs that may be incurred by CCDC in defense of such claims or actions indemnified against by ACHD hereunder, but only to the extent caused by the negligent acts or omissions of ACHD, or ACHD's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, ACHD's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the agreement.
- h. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.
- i. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- j. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in said action.
- k. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- l. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.

- m. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- n. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- o. This Agreement and any exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.
- p. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- q. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- r. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and CCDC.
- s. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- t. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- u. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- v. Time shall be of the essence for all events and obligations to be performed under this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ATTEST:	ADA COUNTY HIGHWAY DISTRICT
By:	By:
Name: Bruce Wong Title: Director	Name: Mary May Title: President, Board of Commissioners
ATTEST:	CAPITAL CITY DEVELOPMENT CORPORATION
By:	By:
Name: Title:	Name: John Brunelle Title: Executive Director

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2020 before me, a notary public in and for said state, personally appeared MARY MAY and BRUCE WONG, PRESIDENT of the ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS and DIRECTOR of the ADA COUNTY HIGHWAY DISTRICT, respectively, and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said highway district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2020, before me, the undersigned, personally appeared JOHN BRUNELLE, EXECUTIVE DIRECTOR of the CAPITAL CITY DEVELOPMENT CORPORATION, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

Exhibit “A”

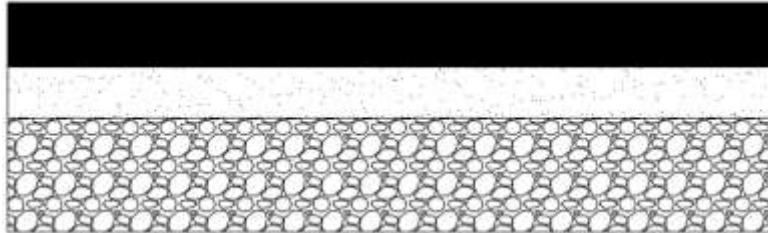
**DEPICTION OF THE OF 8TH & BANNOCK STREET PROJECT AREA DEFINING
THE CCDC PROJECT AREA AND THE ACHD PROJECT AREA**



Exhibit "B"

TYPICAL SECTIONS FOR WHICH ACHD SHALL REIMBURSE RELATED COSTS (May not match development requirements)

8th Street between Bannock Street and State Street



5" Plant Mix Pavement
Superpave SP-3 Conforming
to ACHD Standards for
Superpave PG 64-28

4" Aggregate Base Course
Conforming to Section 802,
Latest ISPWC

Note: Base Course compaction to exceed 95% ASTM D-698

Bannock Street between 9th Street and Capitol Boulevard:



2" Rotomill Conforming to
ACHD SSP 08115

2" Plant Mix Pavement
Superpave SP-3 Conforming
to ACHD Standards for
Superpave PG 64-28

Exhibit “C”

ESTIMATED ACHD PROJECT COSTS

Item	Unit	Quantity	Unit Cost	Total
Rotomill	SY	3819	\$ 3.00	\$ 11,457
Excavation	CY	1745	\$ 25.00	\$ 43,625
Superpave Asphalt	TN	1352	\$ 80.00	\$ 108,160
Aggregate Base Course	CY	678	\$ 40.00	\$ 27,120
Granular Subbase	TN	1579	\$ 20.00	\$ 31,580
Soft Spot Repair with Granular Subbase	CY	200	\$ 40.00	\$ 8,000
Subtotal				\$ 229,942
5% Contingency				\$ 11,497
Sub Total with Contingency				\$ 241,439
10% Mobilization				\$ 24,144
5% Traffic Control & Misc. Construction Costs				\$ 12,072
Estimated Total				\$ 277,655



AGENDA BILL

Agenda Subject: Awarding Contract – ParkBOI Garages – Door Hardware and ADA Upgrades Project		Date: April 13, 2020
Staff Contact: Karl Woods, Sr. Project Manager Kathy Wanner, Contracts Specialist	Attachments: A. Resolution No. 1649 B. Bid Results C. Bid Received from Hellmann Construction Company, Inc.	
Action Requested: Adopt Resolution No. 1649 awarding the contract for the ParkBOI Garages – Door Hardware and ADA Upgrades Project to Hellman Construction Company, Inc.		

Background:

In 2019 Hutchinson Smith Architects conducted a building code analysis of the ParkBOI garages to assess compliance with life safety and accessibility requirements. It was determined that upgrades to four ParkBOI garages are necessary. The ParkBOI Garages – Door Hardware and ADA Upgrades Project will upgrade door hardware and restroom facilities to bring the four garages into compliance with the respective codes. Those garages are 9th & Main, Capitol & Main, Capitol & Myrtle and 9th & Front. Once complete, these upgrades will minimize owner liability by enhancing safety and improving accessibility to current standards in the garages.

Agency on-call architectural firm, Slichter Ugrin Architects provided the design, bid specifications, and plans, and will continue with construction administration services through project completion.

Upon Board approval, project construction is anticipated to commence in June contingent upon supply and building material availability. Work is contracted to be substantially complete 90 days from commencement.

Disruptions to ParkBOI customers will be minimal. The project manual clearly outlines the work restriction requirements and communication guidelines the awarded contractor must follow for the duration of the project.

Bidding Requirements:

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000 and selection of the lowest responsive bidder. The Agency advertised an Invitation to Bid for the ParkBOI Garages – Door Hardware and ADA Upgrades Project in the *Idaho Statesman*

on March 3 and March 10, 2020. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan rooms at the Idaho Association of General Contractors (AGC) and Idaho Blueprint as well as to five (5) separate general contractors with previous CCDC experience. A non-mandatory pre-bid meeting was held on March 17, 2020. Two contractors attended the pre-bid meeting. Because of questions posed during the pre-bid, an Addendum to the Invitation to Bid would be issued no later than March 25, 2020.

On March 25, 2020, the Governor of Idaho issued an Order to Self-Isolate for the State of Idaho, and because of this order, the Agency included in its Addendum that the required submission of bids for the Project to be sent to the Agency by e-mail and that hard-copies of those bids to be sent to the Agency by US Mail.

Two (2) bids were electronically received via email by the April 1 deadline:

Company	Total Bid Amount
Hellmann Construction Company, Inc.	\$334,031
Beal Corporation	\$498,000

The bids received by e-mail met all of the required statutory and administrative criteria for submission, and Agency staff confirmed that the two (2) bidders have the appropriate and valid public works contractors licenses.

Due to order to self-Isolate and the Agency's ability to accomplish the bidding of the Project virtually, via the electronic submission of bids and a virtual, public ZOOM bid opening on April 1, Agency staff finds it unnecessary to require receipt of hard copies of the two (2) bids.

Hellmann Construction Company, Inc. submitted the lowest responsive bid.

Fiscal Notes:

The Agency's FY2020 budget includes sufficient funding for this project.

Staff Recommendation:

The Board adopt Resolution No. 1649 recognizing Hellmann Construction Company, Inc. as the lowest responsive bidder for the Project and awarding the ParkBOI Garages – Door Hardware and ADA Upgrades Project to Hellmann Construction Company, Inc. for a Total Bid amount of \$334,031.

Suggested Motion:

I move to adopt Resolution No. 1649 recognizing Hellmann Construction Company, Inc. as the lowest responsive bidder; awarding the ParkBOI Garages – Door Hardware and ADA Upgrades Project contract to Hellmann Construction Company, Inc. total Bid amount of \$334,031; authorizing the Executive Director to execute the contract and expend funds; and waiving the formality to receive the hard-copies of the bids by US Mail.

Attachment A

Resolution 1649

ParkBOI Garages Door Hardware and ADA Upgrades Project Contract Award

RESOLUTION NO. 1649

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING HELLMANN CONSTRUCTION COMPANY, INC. AS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST BID FOR THE PARKBOI GARAGES – DOOR HARDWARE AND ADA UPGRADES PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH HELLMANN CONSTRUCTION COMPANY, INC. FOR THE PARKBOI GARAGES – DOOR HARDWARE AND ADA UPGRADES PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; FORMALLY APPROVING A WAIVER OF THE RECEIPT OF MAILED BIDS; 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, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for its ParkBOI Garages – Door, Hardware and ADA Upgrades Project (the “Project”) on March 3, 2020, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on March 3 and March 10, 2020; and,

WHEREAS, on March 25, 2020, the Governor of Idaho issued an Order to Self-Isolate for the State of Idaho, which order took effect immediately and requires Idaho residents to stay and work from home as much as possible until April 15, 2020, or until the order is extended, rescinded, superseded, or amended in writing; and,

WHEREAS, on March 25, 2020, the Agency issued an Addendum to its Invitation to Bid which Addendum required submission of bids for the Project to be sent to the Agency by e-mail and also required hard-copies of those bids to be sent to the Agency by US Mail; and,

WHEREAS, as required by the Addendum, the Agency received two (2) bids by e-mail by the due date and time of 3:00 p.m. on April 1, 2020; and,

WHEREAS, the bids received by e-mail met all of the required statutory and administrative criteria for submission, and Agency staff could confirm that the two (2) bidders have appropriate and valid public works contractors licenses; and,

WHEREAS, because of the Governor's Order to Self-Isolate and the Agency's ability to accomplish the bidding of the Project in the above-described electronic fashion, Agency staff now finds it unnecessary to require receipt of hard copies of the two (2) bids; and,

WHEREAS, Hellmann Construction Company, Inc. electronically submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to Hellmann Construction Company, Inc. as the lowest responsive bidder; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to waive the formality of receiving the Project bids in hard copy because the Agency Board finds the extra step initiated by Agency staff is unnecessary and overly burdensome in light of the Governor's Order to Self-Isolate.

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

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

Section 2: That the Board hereby finds that Hellmann Construction Company, Inc. was the qualified bidder submitting the lowest responsive bid for the ParkBOI Garages – Door, Hardware and ADA Upgrades Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with HELLMANN CONSTRUCTION COMPANY, INC. for the total bid amount of THREE HUNDRED THIRTY-FOUR THOUSAND THIRTY-ONE DOLLARS (\$334,031), consistent with the Board's stated instructions at the April 13, 2020, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the April 13, 2020, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the total bid amount plus up to 10% of the total bid amount for construction contingencies if determined necessary in his best judgment.

Section 5: That the Board finds it in the best interest of the Agency and the public to waive the formality of receiving the Project bids in hard copy because the Board finds the step unnecessary and overly burdensome in light of the Governor's March 25, 2020, Order to Self-Isolate.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 13, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on April 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

Attachment B

ParkBOI Garages Door Hardware and ADA Upgrades Project

Bid Results



ParkBOI Garages - Door Hardware and ADA Upgrades Project
BIDS DUE: April 1, 2020 - 3:00 PM

Bid Results

CONTRACTOR	PWC License	Bid Security (5% of Base Bid)	Unit Prices Bid Form Included	Signed Contractor's Affidavit Concerning Taxes	Addendum #1 Acknwdgd	Subcontractor List per Idaho Code § 67-2310	Completed Signed Bid Form	TOTAL BID AMOUNT
Beal Corp.	022347-B-3	Yes	Yes	Yes	Yes	Yes	Yes	\$498,000.00
Hellmann	16637-A-1-3	Yes	Yes	Yes	Yes	Yes	Yes	\$334,031.00
Barrier Building Inc.		Non-responsive						

Attachment C

ParkBOI Garages Door Hardware and ADA Upgrades Project

Bid Received from Hellmann Construction Company, Inc.

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: PARKBOI GARAGES – DOOR HARDWARE AND ADA UPGRADES PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **PARKBOI GARAGES – DOOR HARDWARE AND ADA UPGRADES PROJECT**
121 N. 9th Street, Suite 501
Boise, Idaho 83702

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:
- a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.

Addendum Date

1

March 25, 2020

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.
 - g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.6 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given, which includes all taxes. Unit prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
- 1.7 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.8 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.9 The following documents are attached to and made a condition of this Bid: 1.) Required Bid security; 1.) Unit Prices Bid Form; and 2.) Contractor's Affidavit Concerning Taxes.
- Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.
- 1.10 **WAIVER & RELEASE:** Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:
- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.

- d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder 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.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

**Failure to name subcontractors as required by Idaho Code
shall render any bid submitted unresponsive and void.**

Plumbing

Address:

Public Works License No.

Idaho Plumbing Contractors License No.

Paige Mechanical Group

P.O. Box 170360

Boise, ID 83717-0360

C-16671-AAA-4

028373

Heating & Air Conditioning

Address:

Public Works License No.

Idaho HVAC Contractors License No.

Paige Mechanical Group

P.O. Box 170360

Boise, ID 83717-0360

C-16671-AAA-4

HVC 2876

Electrical

Address:

Public Works License No.

Idaho Electrical Contractors License No.

AME Electric Inc.

3621 Arthur St.

Caldwell, ID 83605

C-11544-AAA-4

E 312625 & C2854

BID SCHEDULE - OFFER

All Work required to construct the Project complete for the Contract Sum listed below and identified as the Total Bid Amount. Bidder shall provide a separate bid amount for each individual garage as identified below and in the Bid Documents. Bid shall be awarded on the Total Bid Amount.

1. All the work described in the Project Manual, Bid Drawings and Specifications for the 9th & Front Garage Upgrades - Architects Project No. 19060.

Subtotal 1. \$ 72,114⁰⁰

2. All the work described in the Project Manual, Bid Drawings and Specifications for the 9th & Main Garage Upgrades - Architects Project No. 19073.

Subtotal 2. \$ 93,385⁰⁰

3. All the work described in the Project Manual, Bid Drawings and Specifications for the Capitol & Myrtle Garage Upgrades - Architects Project No. 19074.

Subtotal 3. \$ 50,561⁰⁰

4. All the work described in the Project Manual, Bid Drawings and Specifications for the Capitol & Main Garage Upgrades - Architects Project No. 19075.

Subtotal 4. \$ 117,971⁰⁰

TOTAL BID AMOUNT

Bidder agrees to perform all the work described in the Project Manual, Drawings and Specifications for the Total lump sum bid amount of:

Three Hundred Thirty Four Thousand and Thirty One
(\$ 334,031.00) Dollars, lawful money of the United States.

[Show amounts in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on April 1, 2020.

X 

SIGNATURE

Eric R. Hellmann President/Operations Mgr.

Print Name and Title

Hellmann Construction Co. Inc.

Contractor / Company

1637 S. Curtis Rd.

Address

Boise, Idaho 83705

City, State, Zip

C-16637-A-1-3

Idaho Public Works Contractor License No.

4/30/2020

License Expiration Date

20-4554314

Federal Tax ID #

hellmannconst@cableone.net

E-mail Address

208 658 2293

Phone No.

208 658 1008

Fax No.

ATTENTION: Did you remember the Bid Security, Unit Prices Bid Form, and Contractor's Affidavit Concerning Taxes?

- Bid Security in the form of a bid bond, certified check, cashier's check, or cash in an amount not less than five percent (5%) of the total amount of the bid is **REQUIRED**.
- Unit Prices Bid Form is **REQUIRED**.
- Contractor's Affidavit Concerning Taxes is **REQUIRED**.

IF BID SECURITY, UNIT PRICES BID FORM, AND CONTRACTOR'S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

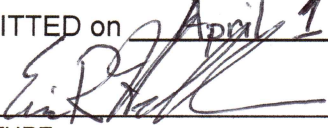
SECTION 00 43 22 - UNIT PRICES BID FORM
EXECUTE AND SUBMIT WITH BID

UNIT PRICES

All Bidders must provide unit prices for the items listed below. These unit prices apply to and shall be the same for Base Bid and any subsequent and approved Change Orders. Change Order unit prices for quantities in excess of the ranges stated below are subject to negotiation between CCDC and Contractor.

Schedule A: Change Order Unit Prices			
Item	Amount	Unit of Measure	Basis of Amount
1. Concrete Masonry Units, installed (repair).	\$ 55 ⁰⁰	SF	5 - 50 SF
2. Aluminum Storefronts & Entrances, frames, powder coated and installed, for conditions that need repaired at conditions where new Doors are indicated to be replaced.	\$ 135 ⁰⁰	SF	40 - 200 SF
3. Aluminum Entrance Door, powder-coated and installed with hardware as specified.	\$ 281 ⁰⁰	SF	20 - 100 SF
4. Glazing, at Aluminum Storefronts where determined that need to be replaced / repaired at conditions where new Doors are indicated to be replaced.	\$ 83 ⁰⁰	SF	40 - 200 SF
5. Glazing, at Aluminum Entrance Door installed.	\$ 83 ⁰⁰	SF	20 - 100 SF

SUBMITTED on April 1, 2020.

X 
 SIGNATURE
Eric R. Hellmann President/Operations
 Print Name and Title
Hellmann Construction Co. Inc.
 Contractor / Company
1637 S. Curtis Rd.
 Address
Boise, ID 83705
 City, State, Zip

C-16637-A
 Idaho Public Works Contractor License No.
4/30/2020
 License Expiration Date
20-4554314
 Federal Tax ID #
hellmannconst@cableone.net
 E-mail Address
(208) 658-2293
 Phone No.
(208) 658-1008
 Fax No.

END OF SECTION 00 43 22

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
EXECUTE AND SUBMIT WITH BID

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

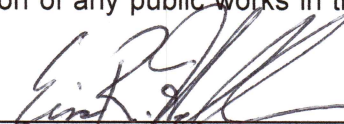
COUNTY OF Ada

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Hellmann Construction Co. Inc.
Contractor / Company

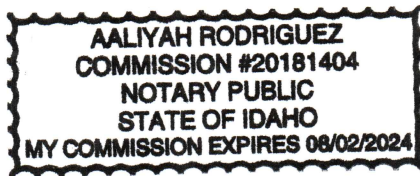
1637 S. Curtis Rd.
Address

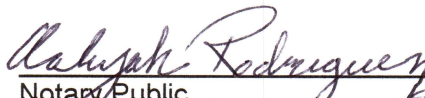
Boise, ID 83705
City, State, Zip

X 
Authorized Representative Signature

Eric R. Hellmann (President/Operations Mgr.)
Print Name and Title

Subscribed and sworn to before me this 30th day of March, 2020.




Notary Public
Residing at: Lampa Idaho
Commission Expires: 08/02/2024

END OF SECTION 00 45 46



Swiss Re Corporate Solutions

BID BOND

CONTRACTOR:

(Name, legal status and address)

Hellmann Construction Company Inc.
1637 S. Curtis Rd.
Boise, ID 83705

OWNER:

(Name, legal status and address)

Capital City Development Corporation
121 N. 9th St. Ste 501
Boise, ID 83702

BOND AMOUNT:

***** Five Percent of Total Amount Bid ***** (5% of Total Bid)

PROJECT:

(Name, location or address, and Project number, if any)

PARKBOI Garages - Door Hardware and ADA Upgrades Project
Boise, Idaho

SURETY:

North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of

March

2020


(Witness) Hagl Williams


(Principal) Hellmann Construction Company Inc. (Seal)

President
(Title)


(Witness)

North American Specialty Insurance Company

(Surety)  (Seal)

(Title) Robert W. Lagler (Attorney-in-Fact)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

ROBERT W. LAGLER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of April, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 11th day of April, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President


of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of March, 20 20.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



AGENDA BILL

Agenda Subject: Kittelson & Associates Professional Design Services Task Order 19-001 for Downtown 11 th Street Bikeway Concept Design		Date: April 13, 2020
Staff Contact: Amy Fimbel, Project Manager Kathy Wanner, Contracts Specialist	Attachments: 1) Resolution No. 1646 2) Task Order 19-001	
Action Requested: Adopt Resolution No. 1646 approving Kittelson & Associates Professional Design Services Task Order 19-001 for the Downtown 11 th Street Bikeway Concept Design.		

Background:

11th Street serves as a priority “ridge-to-river” bicycle corridor. The direct connection of Camel's Back Park and the Boise River Greenbelt is essential to the city-wide bicycle network. 11th Street connects residential neighborhoods to downtown business and employment. It also serves vehicle traffic with two-way north/south movement into downtown and convenient access to I-184 (the Connector). The single block of vacated right-of-way on 11th Street between Franklin Street and Washington Street precludes vehicles from traveling further north into residential areas, thus 9th Street and 13th Street are the primary north/south vehicle connections through this area of downtown.

The general public, ACHD Commission, and the Boise City Council recommend examining implementation of a low stress bikeway on 11th Street from Washington Street to the Greenbelt. In response to these recommendations, CCDC and the City of Boise are co-sponsoring this project to coordinate analysis of low stress bikeway conceptual plans with the general public and public partners. The project scope of work includes a robust public and stakeholder engagement process, including online surveys and comment maps, online open houses, and mobile workshops. The project objective is to create a conceptual plan by October 2020 that balances the public's interests and satisfies all authorities having jurisdiction. CCDC will then lead implementation of the bikeway in cooperation with its public partners.

The Downtown 11th Street Bikeway Concept Design project is about creating a solution that balances and satisfies various public interests and that also meets ACHD, ITD, the City, and CCDC requirements.

In March 2020, CCDC completed its selection process for a design professional for the 11th Street Bikeway Concept Design. The RFP was issued to three traffic engineering firms on the CCDC preapproved consultant services list roster, and proposals were received from two of the three firms. Kittelson & Associates was selected as the highest ranked firm. CCDC and Kittelson &

Associates negotiated the scope of service and the proposed fee that is included in the task order. Due to the task order's fee amount exceeding the Executive Director's independent spending authority, staff is requesting Agency Board approval of the proposed task order.

Fiscal Notes:

The Westside District GL account sufficiently funds this task order.

The total amount paid for Task Order 19-001 shall not exceed One Hundred Sixteen Thousand Eight Hundred Fifty-Five Dollars (\$116,855). CCDC will pay Kittelson & Associates based on time and materials, with hourly rates not to exceed those on file with CCDC.

Staff Recommendation:

Adopt Resolution No. 1646 approving Kittelson & Associates Professional Design Services Task Order 19-001 for Downtown 11th Street Bikeway Concept Design.

Suggested Motion:

I move to adopt Resolution No. 1646, approving Kittelson & Associates Task Order 19-001 for Downtown 11th Street Bikeway Concept Design.

RESOLUTION NO. 1646

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 TASK ORDER 19-001 WITH KITTELSON & ASSOCIATES INC. FOR DESIGN SERVICES FOR THE DOWNTOWN 11TH STREET BIKEWAY CONCEPT PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-001; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE TASK ORDER; AUTHORIZING THE EXPENDITURE OF FUNDS; 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"), 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 River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, 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, 11th Street between Washington Street and the Greenbelt is located within the boundaries of the River Myrtle-Old Boise and Westside Plans and serves as a priority “ridge-to-river” bicycle corridor.

WHEREAS, the general public, Ada County Highway District Commission, and the Boise City Council recommend examining implementation of a low stress bikeway on 11th Street as a direct connection between the Boise River Greenbelt and Camel’s Back Park.

WHEREAS, the Agency issued a Request for Proposals (“RFP”) for professional design services for the Downtown 11th Street Bikeway Concept Project 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 two (2) proposals it received in accordance with the criteria and procedures set forth in the RFP and thereafter selected Kittelson & Associates Inc. as the best qualified and highest ranked proposer to provide the requested services to advance the Downtown 11th Street Bikeway Concept Project; and,

WHEREAS, Kittelson & Associates Inc. has submitted its proposal to deliver the design concept services which includes public/stakeholder engagement, preliminary design with alternatives, preferred design, and design approval; and,

WHEREAS, the Agency Board finds it in the best interest of the public and the Agency to approve Task Order 19-001 with Kittelson & Associates Inc. to act on the behalf of the Agency as the Design Professional for the Downtown 11th Street Bikeway Concept Design 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, AS FOLLOWS:

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

Section 2: That Kittelson & 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 Kittelson & Associates Inc. for an amount not to exceed ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$116,855), and further, is hereby authorized to take all necessary action 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.

Section 5: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on April 13, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on April 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



KITTELSON & ASSOCIATES, INC.
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER 19-001

*CONSULTANT: Use the Project Name and **PO#200059** number on all project-related invoices.*

TO: John Ringert, Senior Principal Engineer
Kittelson & Associates, Inc. ("CONSULTANT")
101 South Capitol Boulevard, Suite 600
Boise, Idaho 83702
208-338-2683
jringert@kittelson.com

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

ORIGINAL AGREEMENT: 2019-2024 On-Call Professional Services ("Agreement")
AGREEMENT DATE: July 2, 2019

TASK ORDER DATE: _____
TASK ORDER AMOUNT: \$116,855

1. PROJECT NAME: Downtown 11th Street Bikeway Concept Design

2. PROJECT DESCRIPTION

CCDC desires to engage CONSULTANT to develop a concept design for a low-stress bikeway on 11th Street from Washington Street to River Street as part of 11th Street's role as the "ridge to river" bikeway through downtown Boise.

3. SERVICES TO BE PERFORMED

CONSULTANT shall perform the services described in CONSULTANT's proposal dated April 1, 2020, attached as Exhibit A ("Scope of Services" or "Scope"). CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount

for this Task Order without prior written approval from CCDC. CCDC's signature on this Task Order serves as a Notice to Proceed.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire Parametrix as a subconsultant to assist with the performance of the Scope of Services. CCDC approves Parametrix ("SUBCONSULTANT") as a subconsultant on this Task Order. Payment for SUBCONSULTANT's services shall be as stated under Section 5 below.

5. PAYMENT

- (a) Amount and Method of Payment. The total amount paid for this Task Order shall be an amount not to exceed **ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$116,855)**. CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on hours expended on the Scope at the agreed upon hourly rate(s).
- (b) Reimbursable Expenses. Payment for reimbursable expenses shall be included in the not-to-exceed limit of \$116,855.
- (c) Subconsultants. Payment to SUBCONSULTANT is included in the not-to-exceed amount of \$116,855 for this Task Order. CONSULTANT shall assume responsibility for the amount and schedule of payments to the SUBCONSULTANT
- (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 set for this Task Order.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of the Scope of Services, with such completion no later than December 31, 2020.

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 2019-2024 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Task Order.

End of Task Order | *Signatures appear on the following page.*

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

CAPITAL CITY DEVELOPMENT CORP.

John Brunelle, Executive Director

Date: _____

CONSULTANT

KITTELSON & ASSOCIATES, INC.



John Ringert, Principal

Date: 4/6/20

EXHIBITS

A: Consultant's Proposal dated April 1, 2020

Budget Info / For Office Use	
Fund/District	303
Account	5501
Activity Code	n/a
PO #	200059
Completion Date	December 31, 2020

DOWNTOWN 11TH STREET BIKEWAY CONCEPT DESIGN - SCOPE OF WORK

The purpose of this project is to develop a concept design for a low-stress bikeway on 11th Street from the Greenbelt to Washington Street that fits with 11th Street's role as the premier "ridge to river" bikeway through downtown Boise. The scope of work for the project is outlined below. This scope of work assumes that the project is managed by CCDC, with close support from the City of Boise, and guidance from the Interagency Advisory Team (IAT) identified in the RFP. We are assuming that the CCDC project manager is the final arbiter of all project decisions.

Public and Stakeholder Engagement Assumptions

Support from area business and property owners and the public is crucial to the success of this project. The Consultant, CCDC, and the City place high importance on stakeholder and public engagement and this scope of work assumes a robust public and stakeholder engagement process. This scope assumes engagement responsibilities are shared between CCDC, the City, and Kittelson. It makes the following general assumptions about how these public and stakeholder engagement responsibilities are shared:

- CCDC and the City will lead stakeholder meetings and interviews and be responsible for meeting logistics and advertisements, disseminating project information via their websites, social media and other communication channels, as well as coordinating with ACHD to do the same.
- Kittelson will prepare presentation materials (e.g., handouts/flyers, graphic representations of concepts, presentation boards, online open house materials), attend, and in some cases facilitate, stakeholder and public meetings identified in the scope, and summarize the results.

TASK 0 – PROJECT MANAGEMENT

The objectives of this task are to develop and maintain a project schedule, maintain regular communication with CCDC and the City of Boise, and submit monthly invoices and progress reports. It will be accomplished through the following subtasks and deliverables:

Task 0.1 – Project Schedule

- Following initiation of a contract with CCDC, Kittelson will update the project schedule included with this proposal.

- Kittelson will maintain and update the schedule as necessary throughout the project. Potential changes in the project schedule will be communicated to and confirmed by the CCDC project manager as soon as Kittelson is aware that they may need to occur.

Task 0.2 – Project Updates

- The Kittelson project manager will participate in bi-weekly meetings (either via call or in-person) with CCDC and City of Boise project managers to provide updates on project progress and discuss next steps. We will prepare an e-mail summary of key decisions and actions after each meeting.

Task 0.3 – Monthly Invoices and Progress Reports

- Kittelson will provide monthly invoices and progress reports to CCDC for the life of the project (assumed to be eight months).

Task 0 Kittelson Deliverables

- Project schedule
- Bi-weekly project updates
- Monthly invoices and progress reports

TASK 1 – PROJECT FOUNDATION

The objectives of Task 1 are to: 1) Gain a clear understanding of existing conditions, including physical conditions and current use of 11th Street; 2) Establish project goals, process, scope, and schedule with the IAT; and 3) Engage the public and stakeholders in the project and understand their priorities and concerns. It will be accomplished through the following subtasks and deliverables:

Task 1.1 – Data Collection and Plan Review

- Kittelson will obtain and review existing plans for 11th Street, including approved development applications and site plans from CCDC, City of Boise, ACHD, and ITD. The purpose of this review will be to identify planned and programmed projects that may affect the route, as well as each plan's vision for the route (if applicable). The review will identify commonalities and discrepancies across the reviewed documents.
- Kittelson will obtain existing motor vehicle, pedestrian, and bicycle counts from ACHD and ITD, including peak hour turning movement counts and average daily traffic (ADT) volume counts.

- Kittelson will assess count coverage and applicability to current conditions (e.g., to be relevant, counts near Front Street and Myrtle Street must have been conducted since JUMP and the recent developments at Pioneer Crossing opened).
- Kittelson will collect weekday a.m. and p.m. peak hour turning movement counts, including pedestrian and bicycle movements (bicycle counts to be separated by whether on sidewalk or in-street), at the following intersections (if the data is not already readily available from ACHD or ITD – note: fee estimate assumes that new counts are needed at each location as previous counts we are currently aware of were conducted before Pioneer Crossing was built and did not include bicyclists and/or pedestrians):
 - 11th Street/State Street
 - 11th Street/Idaho Street
 - 11th Street/Main Street
 - 11th Street/Front Street
 - 11th Street/Myrtle Street
 - 11th Street/River Street
 - 11th Street/JUMP parking garage-Pioneer Crossing Entrance
- Kittelson will collect weekday 24-hour motor vehicle volume counts at the following locations (it is assumed that ACHD counts from 2018 north of Main Street are valid for this project):
 - 11th Street south of Front Street
 - 11th Street north of Front Street
 - 11th Street south of Myrtle Street
- If the potential concept design involves a lane reduction on 11th Street between W Front Street and W Myrtle Street, Kittelson will collect midday motor vehicle volume counts at the following locations (if data is not readily available from ITD):
 - W Front Street between S 13th St and S Capitol Blvd (assumed to be in two locations, one on either side of 11th Street)
 - W Myrtle Street between S 13th St and S Capitol Blvd (assumed to be in two locations, one on either side of 11th Street)

- Since the pedestrian and bicycle counts will be obtained outside of the peak season for multimodal travel, Kittelson will develop expansion factors to adjust the peak hour bicycle and pedestrian counts to average annual daily bicyclist and pedestrian volumes using data from COMPASS permanent bicycle and pedestrian counters.
- Kittelson will collect weekday hourly on-street parking utilization along the 11th Street corridor for one three days from 7 a.m. to 9 p.m., including bicycle parking.
- Parking utilization and inventory will be reported by block face. Special use parking utilization (e.g., motorcycle, loading, accessible spaces) will be inventoried and reported separately.
- Kittelson will visit the corridor and observe multimodal operations during the weekday a.m., p.m., and midday periods and note unique or noteworthy operations or uses that need to be considered in the design process (e.g., delivery practices, sidewalk special uses).
- Kittelson will inventory the location and number of loading zones on, and within one block of, 11th Street between Front Street and State Street.
- Kittelson will obtain and review crash data for the study section of 11th Street and the intersections along it to identify any patterns in crash history.
- Kittelson will summarize the results of the above tasks in a brief memorandum (Technical Memorandum #1) and submit a draft for review by the IAT. CCDC project manager will collect feedback from the IAT and provide to Kittelson. Kittelson will revise the memorandum based on feedback provided by the IAT as directed by the CCDC project manager.

Task 1.2 – Project Base Mapping

The concept design will be developed using a light topographic survey, similar to what has been conducted for other work in the area.

Parametrix has completed recent survey for portions 11th Street within the project limits as part of the 11th Street Bikeway and Maintenance project and the 2019 Downtown Boise Implementation Plan (DBIP) for ACHD. Parametrix will set additional survey control, verify the existing survey data and will survey the remaining portion of the corridor between Washington Street and River Street and any newly constructed portions of the corridor as follows:

- Perform a topographic survey to include, back of walk, top back of curb, lip of gutter and crown of road at PC's, PT's, grade breaks, low points, intersections and on approximately 100-foot intervals
 - Additionally, building corners, facades and entry thresholds will be surveyed along the entire project corridor for buildings that are within three feet of the back of walk (approximately 18 buildings)

- All visible surface utilities will be surveyed including manholes, storm inlets, and utility valves located within the paved area of the roadway segments
- All signal poles, light poles and street signs along the roadway segments will be surveyed
- All visible survey monuments and corner pins within the project limits that need to be either retained/protected or referenced/reset during construction will be surveyed
- Obtain ACHD GIS information for existing right-of-way along with plats and records of surveys adjacent to each roadway segment. The approximate right-of-way location will be depicted based upon the GIS information.
- Coordinate with Digline to locate and mark existing underground utility locations for the roadway segments and coordinate with local utility companies to obtain facility maps of underground utilities.
- Kittelson will incorporate the survey information provided by Parametrix into a single base map of the entire corridor.
- Kittelson will collect drone photographs of areas along 11th Street where available aerial photography may not be current (e.g., 11th Street between Front Street and Myrtle Street) or where trees or other vertical items obscure the view of the street.

Task 1.3 – Public and Stakeholder Engagement Plan

- Kittelson will work with CCDC and the City of Boise to prepare a public and stakeholder engagement plan that will establish methods to allow area stakeholders and the public to have meaningful involvement in the concept design development. The plan will describe outreach efforts (including online tools and in-person meetings and workshops), their target audiences, intended outcomes, materials that will be presented, and how feedback will be collected and disseminated.
- It is anticipated that public and stakeholder engagement efforts will be shared between Kittelson, CCDC, and the City of Boise, as described at the beginning of this scope of work, and the plan will clearly outline responsibilities for each agency, as well as participation by ACHD and ITD, if applicable.
- The plan will also describe and include a statement of need for interagency coordination that will occur through the IAT and communication of members of the IAT with their respective agency decision makers (i.e., CCDC Board, Boise City Council, ACHD Commission, ITD District Engineer).

Task 1.4 – IAT Meeting #1 – Kickoff

- Kittelson will prepare for, facilitate, and summarize in writing a project kick-off meeting with the IAT. The purpose of this meeting will be to review the project scope, schedule,

objectives, and public and stakeholder engagement plan, discuss agency priorities and vision for the corridor, identify key project concerns and items to be addressed, and determine criteria to be used for evaluating alternatives.

Task 1.5 – Public and Stakeholder Engagement #1

The first round of public and stakeholder engagement will include online and in-person outreach as described below:

- Kittelson will prepare a project fact sheet that can be used to communicate the purpose of the project and pertinent background information (e.g., the support from the public for an enhanced bikeway on 11th Street from the first survey conducted for the ACHD 11th Street project, the direction provided by the ACHD Commission and Boise City Council). The fact sheet will be suitable for posting online on agency websites and for use in distributing to area property and business owners and the general public.
- Kittelson will prepare an online comment map and survey. It is expected that the survey will be similar to the surveys used for previous bikeway projects (i.e., ACHD's 11th Street Bikeway Concept), but with two different versions: one for the general public and one for area business and property owners who can't attend the stakeholder in-person meetings described below. The purpose of these tools will be to obtain feedback from the public and stakeholders on existing issues they experience along the corridor, possible solutions, and popular area destinations. Kittelson will be responsible for summarizing comments received through the comment map and survey in a short memo. CCDC and the City of Boise will be responsible for advertising the online map and survey.
- CCDC and the City of Boise to host a series of small group meetings for business and property owners along 11th Street. Kittelson will work with CCDC and the City to prepare a questionnaire to be used in the meetings. The purpose of these meetings will be to understand how existing business and property owners use 11th Street (e.g., deliveries, parking, special uses), their plans for future operations/development, and current issues they see along the corridor. CCDC and the City will summarize the feedback received and provide to Kittelson. It is expected there may be up to four of these meetings, broken out into the following geographic areas that have similar characteristics:
 - North of State Street
 - State Street to Front Street
 - Front Street to Myrtle Street
 - South of Myrtle Street

- Following completion of the above efforts, Kittelson will prepare a one-page fact sheet summarizing the results of the outreach for dissemination to area stakeholders, the public, agency staff, and elected officials. The sheet will describe common themes and messages heard, summarize feedback statistics, and describe next steps.

Task 1 Kittelson Deliverables

- Draft and Final Technical Memorandum #1 – Existing Conditions
- Base Map
- IAT Meeting #1 Agenda and Summary
- Project Fact Sheet
- Online Commenting Map and Survey and Summary
- Questionnaire for Stakeholder Group Meetings
- Public and Stakeholder Comment Fact Sheet #1

Task 1 CCDC and City Deliverables

- Advertising the online comment map and survey
- Arranging, facilitating, and summarizing stakeholder small group meetings
- Disseminating project and public and stakeholder comment fact sheets to stakeholders, the public, and agency staff and officials

TASK 2 – PRELIMINARY DESIGN WITH ALTERNATIVES

The objective of Task 2 is to develop and evaluate alternative concept designs. It will be accomplished through the following subtasks and deliverables:

Task 2.1 – Draft Concepts

- Based on the information collected in Task 1, Kittelson will develop preliminary alternatives for the design concept. This will be accomplished through work sessions with our core team and design advisors. This effort will include reviewing and evaluating the four alternative cross-sections prepared by the City of Boise.
- Kittelson will use the base mapping and other information from Task 1 to evaluate feasibility and potential trade-offs of alternative treatments.

- Kittelson will summarize the preliminary alternatives and our assessment of them in a series of maps, similar to those used in ACHD's 11th Street Bikeway Concept, and a brief technical memorandum (Technical Memorandum #2) describing the results of the assessment.
- Kittelson will submit draft Technical Memorandum #2 to the IAT for review in advance of IAT Meeting #2 (see Task 2.2).

Task 2.2 – IAT Meeting #2 – Concept Development Workshop

- Kittelson will prepare for and facilitate a half-day concept development workshop with the IAT.
- Kittelson attendees at the workshop will include our project manager, project principal, quality manager/technical design expert, and project analyst/designer.
- The workshop will begin with a summary of public and stakeholder feedback received in Task 1.
- Following this, Kittelson will present the preliminary alternatives and our assessment of them and solicit feedback from the IAT.
- Kittelson will then engage the IAT in developing and evaluating additional potential treatments for areas that may require additional attention and focused discussion (e.g., areas that have been sticking points with agencies in the past, such as the Front Street and Myrtle Street crossings). The goal of the latter part of this workshop will be to surface potential treatments from IAT members and engage them in evaluating the feasibility and ability of the treatments to address the project objectives.
- The ultimate outcome of the workshop will be a concept design with potential alternative treatments (maximum three per location) for presentation to the public for feedback.

Task 2.3 – Revise Draft Concepts

- Kittelson will use the results of the Task 2.2 workshop to revise and finalize Technical Memorandum #2, including preparing draft design concepts, with alternative treatments where identified (these may be shown as call-outs on a single concept drawing or prepared as separate drawings, depending on the nature of the treatments [e.g., signal phasing alternatives may be presented as call-outs, but cross-sectional differences would warrant another drawing]), for public presentation. For the purposes of this scope and fee estimate, we are assuming we are drawing up to two alternative concepts (i.e., two different cross-sections) that will include the following:
 - Plan view drawings over an aerial that include the locations and dimensions of the curb, furnishing zones, walk zones, bicycle facilities, buffers, on-street parking, and motor vehicle travel lanes.

- Note changes to signal phasing/operations, intersection treatments (e.g., bike boxes, bike crossing markings), and recommendations for specific treatments at potential conflict locations.
- Summarize the number and location of parking stalls (including noting special purpose stalls, such as motorcycle and accessible spaces), loading zones, and bike racks.
- 3D renderings of key locations each alternative (up to two per alternative).

Task 2.4 – Public and Stakeholder Engagement #2

Kittelson will work with CCDC and the City of Boise to conduct a series of public involvement and stakeholder meetings. The purpose of the meetings will be to obtain feedback on the revised draft concepts prepared in Task 2.3. The current expected structure of the meetings is:

- Two in-person mobile workshops, similar to those held for ACHD's 11th Street Bikeway project. The meetings will be held at locations along the route (e.g., potential meeting locations include JUMP, one of the surface parking lots or alleys along 11th Street, and Boise High School) on the same day.
- Kittelson will prepare maps and other technical information materials, including the Public and Stakeholder Comment Fact Sheet #1 prepared in Task 1.5 and how the concepts respond to this feedback. CCDC and the City will be responsible for meeting logistics (e.g., securing space) and advertising the meetings.
- An online open house that will present the same information as the mobile workshops and solicit the same feedback. Kittelson will prepare the online open house and survey. CCDC and the City will be responsible for advertising the site.
- Stakeholder small group meetings, similar to Task 1.5, will be held to present the alternative design concepts and solicit feedback from area property and business owners. The meetings will be arranged and facilitated by CCDC and the City of Boise. Kittelson will provide presentation materials (assumed to be similar to the materials used in the public meetings) and attend the meetings to answer technical questions.
- Kittelson will prepare summaries of each outreach effort, including identifying potential changes to the alternative concepts and recommended treatments for a final concept. This information will be summarized in a one-page fact sheet summarizing the results of the outreach for dissemination to area stakeholders, the public, agency staff, and elected officials. The sheet will describe common themes and messages heard, summarize feedback statistics, and describe next steps.

Task 2 Kittelson Deliverables

- Draft and Final Technical Memorandum #2 – Alternative Concepts
- Concept Drawings for up to 2 Alternatives
- IAT Meeting #2 Agenda and Summary
- Materials for and attendance at two in-person mobile workshops
- Online open house
- Materials for and attendance at up to four stakeholder small group meetings
- Public and Stakeholder Comment Fact Sheet #2

Task 2 CCDC and City Deliverables

- Advertising the public mobile workshops and online open house
- Arranging and facilitating stakeholder small group meetings
- Disseminating public and stakeholder comment fact sheets to stakeholders, the public, and agency staff and officials

TASK 3 – PREFERRED DESIGN

The objective of Task 3 is to select and refine a preferred concept design for agency approval. It will be accomplished through the following subtasks and deliverables:

Task 3.1 – IAT Meeting #3

- Kittelson will prepare for, facilitate, and summarize IAT Meeting #3. The purpose of this meeting will be to review the public feedback received in Task 2.4 and determine the preferred concept, as well as any modifications that will be made to it.

Task 3.2 – Approval Draft Concept

- Kittelson will revise the recommended concept according to the decisions made in IAT Meeting #3.
- Kittelson will prepare a cost estimate of the recommended concept. The cost estimate will be broken down into categories based on which agency may fund or implement the items as well as by the specific Urban Renewal District such improvements are located within (e.g., streetscape modifications would be in a separate category, as would items related to 11th Street and the Front Street-Myrtle Street couplet).
- Kittelson will submit the draft concept to the IAT for review (assumed to be concurrent with public and stakeholder review in Task 3.3).

- Kittelson will revise the draft concept once based on feedback from the IAT and the public and stakeholders (from Task 3.3), as directed by the CCDC project manager.

Task 3.3 – Public and Stakeholder Engagement #3

- Kittelson will work with CCDC and the City of Boise to present the recommended concept to the stakeholder groups and the public. This is expected to occur through the following:
- Stakeholder small group meetings, similar to Tasks 1.5 and 2.3, will be held to present the recommended concept to the stakeholder groups. The meetings will be arranged and facilitated by CCDC and the City of Boise. Kittelson will provide presentation materials (assumed to be the draft recommended concept and material describing how it responds to stakeholder and public feedback) and attend the meetings to answer technical questions.
- An online open house will present the draft recommended concept for review and feedback from the public. It will include similar information as to what will be presented to the stakeholders. Kittelson will prepare the online open house and survey. CCDC and the City will be responsible for advertising the site.
- Kittelson will summarize feedback received from the stakeholder meetings and online open house and provide the summary to the IAT for review.

Task 3.4 – Summary Report

- Kittelson will prepare a brief report that summarizes the project process, public feedback, how the concepts were developed, and implementation considerations for the recommended concept. Consultant will submit the concept report to the IAT for review. CCDC project manager will collect feedback from the IAT and provide to Kittelson.
- Kittelson will revise the report based on feedback provided by the IAT as directed by the CCDC project manager.

Task 3 Kittelson Deliverables

- Draft and Final Concept Design to include:
 - Color plan view drawings over an aerial that include the locations and dimensions of the curb, furnishing zones, walk zones, bicycle facilities, buffers, on-street parking, motor vehicle travel lanes, and impacts to/relocation of (if necessary) street trees, lights, and furniture.
 - Drawings will note changes to signal phasing/operations, intersection treatments (e.g., bike boxes, bike crossing markings), and recommendations for specific treatments at potential conflict locations.

- Drawings will summarize the number and location of parking stalls (including noting special purpose stalls, such as motorcycle and accessible spaces), loading zones, and bike racks.
- 3D renderings of up to two key locations.
- Drawings will be provided as a single rollplot and a booklet of 11" x 17" pages in PDF format.
- IAT Meeting #3 Agenda and Summary
- Online open house
- Materials for and attendance at up to four stakeholder small group meetings
- Public and Stakeholder Engagement #3 summary
- Draft and final summary report

Task 3 CCDC and City Deliverables

- Advertising the online open house
- Arranging and facilitating stakeholder small group meetings

TASK 4 – CONCEPT DESIGN APPROVAL PROCESS

The objective of Task 4 is to obtain approval of the concept design from the four implementing agencies (i.e., CCDC, City of Boise, ACHD, and ITD). It will be accomplished through the following subtasks and deliverables:

Task 4.1 – Agency Design Approval

- Kittelson will prepare presentation slides and an updated project fact sheet summarizing the project process for CCDC and the City of Boise to use in obtaining approval from the following:
 - City of Boise Design Review (and City Council, if necessary)
 - CCDC Board
 - ACHD Commission
 - ITD District 3 Engineer (and Board, if necessary)
- CCDC and/or the City of Boise will arrange and present at each meeting with the above agencies. The Kittelson project manager will attend each meeting and answer questions, as necessary.

Task 4.2 – Final Concept and Summary Report

- Kittelson will revise the draft final summary report and concept prepared in Task 3 based on feedback received and the outcomes of the approval process in Task 4.1, as directed by the CCDC project manager. Kittelson will submit the final summary report and design concept and cost estimate to CCDC and the City of Boise.

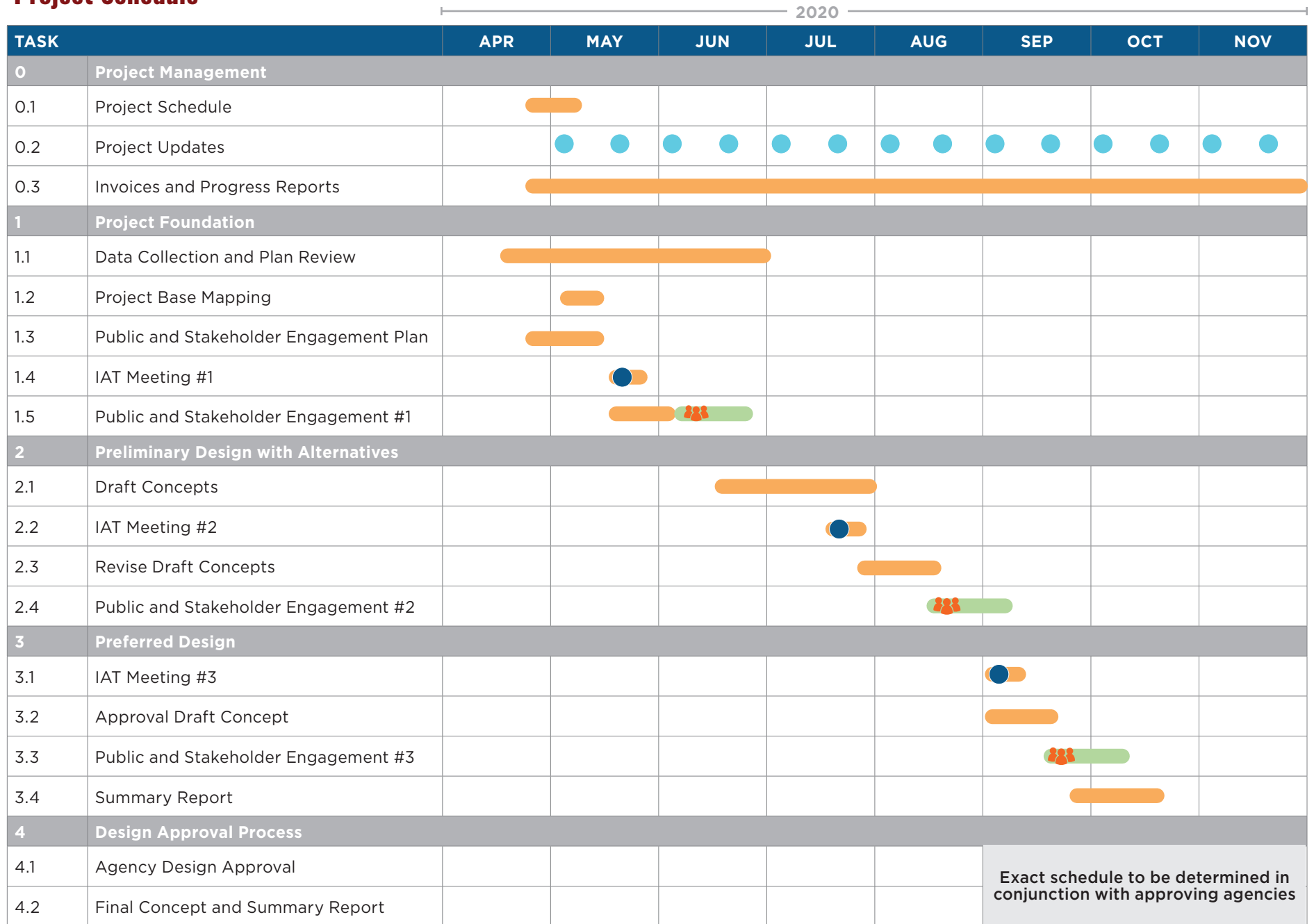
Task 4 Kittelson Deliverables

- City Design Review Application
- Presentation materials for the design approval process
- Attendance at up to four design approval meetings
- Final summary report
- Final concept design (updates of the deliverables provided in Task 3) and cost estimate

Task 4 CCDC and City Deliverables

- Arranging, preparing staff reports, and leading design approval meetings

Project Schedule



 Kittelson Work
  Public Comment Periods
  IAT Meeting
  Bi-weekly Updates
  Public and Stakeholder Meetings

Project Budget Form

Project Name: 11th Street Bikeway Concept
 Project Manager: NMF
 KAI Project Number: 24970
 Date: Mar 27, 2020

LABOR ESTIMATE - 11th Street Bikeway Concept

Task	Notes	Staff	Foster, Nick NMF	Daleiden, Sonia SAH	Steyn, Hermanus HJS	Heisinger, Mark MAH	Gross, Nick NHG	Semler, Conor CMS	Rhyme, Steven SJR	Sulz, Darcy DNS	SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
000 Project Management												
	Project Schedule		2	0.5							2.5	\$548
	Project Updates		7								7	\$1,505
	Invoices and Progress Reports		2								2	\$430
	Reimbursable Expense											\$0
	Task #000 - Subtotal		11	0.5	0	0	0	0	0	0	11.5	\$2,483
001 Project Foundation												
	Data Collection and Plan Review		4	0.5	1	41					46.5	\$6,578
	Project Base Mapping		2		2	2				8	14	\$2,310
	Public and Stakeholder Engagement Plan		1	2		6					9	\$1,465
	IAT Meeting #1		6			6					12	\$2,070
	Public and Stakeholder Engagement #1		5	8		22			16		51	\$8,375
	Reimbursable Expense											\$24,850
	Task #001 - Subtotal		18	10.5	3	77	0	0	16	8	132.5	\$45,648
002 Preliminary Design with Alternatives												
	Draft Concepts		14	4	6	24	4	4			56	\$10,150
	IAT Meeting #2		8	4	4	8					24	\$4,780
	Revise Draft Concepts		12	1	4	14			40	24	95	\$15,355
	Public and Stakeholder Engagement #2		12	12		16			12		52	\$9,400
	Reimbursable Expense											\$0
	Task #002 - Subtotal		46	21	14	62	4	4	52	24	227	\$39,685
003 Preferred Design												
	IAT Meeting #3		4			4					8	\$1,380
	Approval Draft Concept		6	1	2	12			6	12	39	\$6,205
	Public and Stakeholder Engagement #3		6	8		8			2	2	26	\$4,800
	Summary Report		4	2	2	16			4	4	32	\$5,130
	Reimbursable Expense											\$0
	Task #003 - Subtotal		20	11	4	40	0	0	12	18	105	\$17,515
004 Design Approval Process												
	Agency Design Approval		18	2		12			6	4	42	\$7,400
	Final Concept and Summary Report		4	1	1	8			4	8	26	\$4,125
	Reimbursable Expense											\$0
	Task #004 - Subtotal		22	3	1	20	0	0	10	12	68	\$11,525
TOTAL HOURS			117	46	22	199	4	4	90	62		
LABOR RATE			\$215.00	\$235.00	\$270.00	\$130.00	\$150.00	\$215.00	\$160.00	\$135.00	TOTAL HOURS	TOTAL LABOR
LABOR COST			\$25,155	\$10,810	\$5,940	\$25,870	\$600	\$860	\$14,400	\$8,370	544	\$92,005

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES
\$24,850
TOTAL KAI FEES
\$116,855
TOTAL SUB FEES
\$0
TOTAL PROJECT BUDGET
\$116,855



IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Ratifying Executive Committee action waiving April 2020 fees for monthly customers; Authorizing Executive Committee the option to take same action for May 2020 billing period.		Date: April 13, 2020
Staff Contact: John Brunelle, Executive Director	Attachment: - Resolution No. 1648	
Action Requested: Ratify the Agency Board Executive Committee Action waiving parking fees for customers holding monthly passes for the month of April 2020, and authorizing the option to waive monthly parking fees for the month of May 2020 if deemed appropriate.		

Fiscal Notes:

Agency generates approximately \$300,000 each month from customers purchasing monthly parking passes in the CCDC/ParkBOI system.

Background:

The CCDC/ParkBOI parking garage system has nearly 3,000 monthly pass holders. The majority of these are “license to hunt,” general parking for a specific garage. Approximately 150 passes are for “reserved” monthly spaces, used exclusively by specific users, including a mix of residents and corporate hospitality.

On March 25, 2020, the Governor of Idaho issued an Order to Self-Isolate for the entire state. That order took effect immediately and requires Idaho residents to stay and work from home as much as possible until April 15, 2020, or until that order is extended, rescinded, superseded, or amended. On March 26, 2020, the Executive Committee approved a proposal submitted by the Executive Director to waive monthly parking fees for April 2020 for all current monthly pass holder customers of the parking system, including all individual and corporate accounts.

The purpose of the waiver was to provide financial support of customers, individual and corporate, during the uniquely challenging period. The ParkBOI garages have remained open and available and there is no interruption of service to monthly or hourly customers.

Agency staff anticipates a decision will be made by the Governor on extending the Self-Isolate Order before April 15, 2020. The Executive Director will then make a recommendation to the Executive Committee based on the Governor’s and/or the Mayor’s direction for Boise.

Staff Recommendation:

Approve Resolution No. 1648 waiving April 2020 monthly parking fees, and authorizing waiver of May monthly parking fees if justified.

Suggested Motion:

I move to approve Resolution No. 1648 ratifying the Agency Board Executive Committee approval of the waiver of April 2020 monthly parking fees, and authorizing and delegating to the Agency Board Executive Committee the ability to waive one (1) additional month of parking fees for May 2020, for all current monthly pass holder customers of the Agency parking system, upon recommendation by the Agency Executive Director if deemed necessary in his best judgment.

RESOLUTION NO. 1648

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, RATIFYING GIVING ALL CURRENT MONTHLY PASS HOLDER CUSTOMERS OF THE AGENCY PARKING SYSTEM, INCLUDING INDIVIDUAL AND CORPORATE ACCOUNTS, ONE (1) MONTH OF FREE PARKING FOR THE MONTH OF APRIL 2020; AUTHORIZING AND DELEGATING TO THE AGENCY BOARD EXECUTIVE COMMITTEE THE ABILITY TO WAIVE ONE (1) ADDITIONAL MONTH OF FREE PARKING FOR THE MONTH OF MAY 2020 IF DEEMED NECESSARY; 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 Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project and Renamed River Myrtle-Old Boise Urban Renewal Project ("First Amendment to the River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan deannexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, 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, the City, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th Street Plan"), and following said public hearing, the

City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the 30th Street Plan ("First Amendment to the 30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the Shoreline District Urban Renewal Project Area (the "Shoreline District Plan"), and following said public hearing the City adopted its Ordinance No. 55-18 on December 18, 2018, approving the Shoreline District Plan and making certain findings; and,

WHEREAS, 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, the Agency Board Executive Committee, in order to facilitate efficient work accomplishment by staff, is empowered by the Executive Committee Charge, adopted March 9, 2020, to maintain close communications, coordinate efforts, receive feedback and advice, and to tend to general ministerial functions of the Agency; and,

WHEREAS, according to the Executive Committee Charge, the Agency Board Executive Committee acts as a financial advisor on Agency budget issues, serves as a "sounding board" for issues and advises, plans, steers, coordinates, and calendars Board activities necessary to manage Agency issues and affairs for the benefit of the Board; and,

WHEREAS, on March 25, 2020, the Governor of Idaho issued an Order to Self-Isolate for the State of Idaho, which order took effect immediately and requires Idaho residents to stay and work from home as much as possible until April 15, 2020, or until the order is extended, rescinded, superseded, or amended in writing; and,

WHEREAS, after issuance of the Governor's Order to Self-Isolate, on March 26, 2020, the Executive Committee approved a proposal submitted by the Agency Executive Director to give all current monthly pass holder customers of the Agency parking system, including all individual and corporate accounts, one (1) month of free parking for April 2020 in order to help said customers with the financial burdens associated with the Governor's Order; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to ratify the one (1) month of free parking as proposed by the Agency Executive Director and as approved by the Agency Board Executive Committee; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to authorize and delegate to the Agency Board Executive Committee the ability to waive one (1) additional month of free parking for May 2020, for all current monthly pass holder customers of the Agency parking system, including all individual and corporate accounts, upon recommendation by the Agency Executive Director if deemed necessary in his best judgement.

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

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

Section 2: That all current monthly pass holder customers of the Agency parking system, including all individual and corporate accounts, shall receive one (1) month of free parking for the month of April 2020 as proposed by the Agency Executive Director, as approved on March 26, 2020, by the Agency Board Executive Committee, and hereby ratified by the Board.

Section 3: Authorizing and delegating to the Agency Board Executive Committee the ability to waive one (1) additional month of free parking for May 2020, for all current monthly pass holder customers of the Agency parking system, upon recommendation by the Agency Executive Director if deemed necessary in his best judgment.

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 April 13, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 13, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



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AGENDA BILL

Agenda Subject: Suspend Consideration of 2020 Parking Rate Adjustments		Date: April 13, 2020
Staff Contact: John Brunelle, Executive Director	Attachments: <ul style="list-style-type: none">- Public comments received following March meeting.- Customer survey results.	
Action Requested: Include additional public comments in the record. Close the public comment period. Suspend consideration of Parking Rate Adjustments until further notice and no sooner than FY2021.		

Fiscal Notes:

The proposed Parking Rate Adjustments, if adopted as recommended, were projected to generate an estimated \$161,800 in new parking revenue in FY2020.

Background:

Parking rates were last adjusted on October 9, 2017, effective February 1, 2018. At that time the Agency Board asked staff to consider adjusting rates more frequently than the 4-year cycle the Agency had been using. No rate changes were made for 2019, but due to strong parking demand rate changes were proposed for the latter half of 2020.

Proposed FY2020 rate adjustments were first introduced to the CCDC Board at its January meeting. At the March meeting, the public comments received were exclusively written testimony. The comment period was closed and further consideration of the proposed rate changes was deferred until the April meeting. Due to the extraordinary events of March 2020, Agency staff anticipates lower parking demand in the upcoming months.

Staff Recommendation:

Agency staff recommends opening the public meeting to take additional public input, closing the public comment period, and suspending further consideration of any parking rate changes until no sooner than FY2021.

Suggested Motion:

I move that the Board opens the public meeting to take additional public input, closes the public comment period, and thereafter suspends further consideration of any parking rate changes until no sooner than Fiscal Year 2021.

Sandra Lawrence

From: Spellman, Conda <CondaSpellman@packagingcorp.com>
Sent: Wednesday, March 11, 2020 8:29 AM
To: CCDC Info
Subject: Parking Garage Rates

Please DO NOT raise the cost of monthly parking in the downtown garages. This is Boise, Idaho and we're being paid Boise, Idaho wages (low). With the rising taxes and high cost of housing, most families do not have the funds to pay any additional costs. I'm sure upper management of the corporations have no problem absorbing these extra costs but the average worker cannot do it. We are having problems just getting by. Downtown Boise has become the Los Angeles of Idaho. It's a necessity to work there but no one likes it and can't wait to leave. It's all about the money. Pretty sad.

Conda Spellman

Sandra Lawrence

From: Henry Johnson <hennrymjohnson@gmail.com>
Sent: Wednesday, March 11, 2020 10:44 AM
To: CCDC Info
Subject: Parking rates

It's pretty absurd that over the last two years the parking rate for 9th and main garage is proposed to nearly double. Two years ago it was at \$12 for the day. Now it's \$15. And you're wanting to up it to \$20? Maybe build more parking garages instead of making parking in downtown Boise almost as much as parking in Manhattan.

That being said ... I have no skin in the game; I live and work downtown. I'm just worried that with those prices, your profits are going to drop as people substitute Ubering downtown for driving. It's already happened for many of my coworkers who would've paid the \$12/day rate for those days they didn't feel like biking into work. At \$15/day, they became less inclined. At \$20/day, they'll definitely say no.

Sent from my iPhone

Parking Survey Report

Survey Time Frame: Feb 7 - Mar 9, 2020



Total Participants

143

Monthly Parking Passes

60

(42%)

Pay For Full Day

12

(8%)

Pay Hourly

60

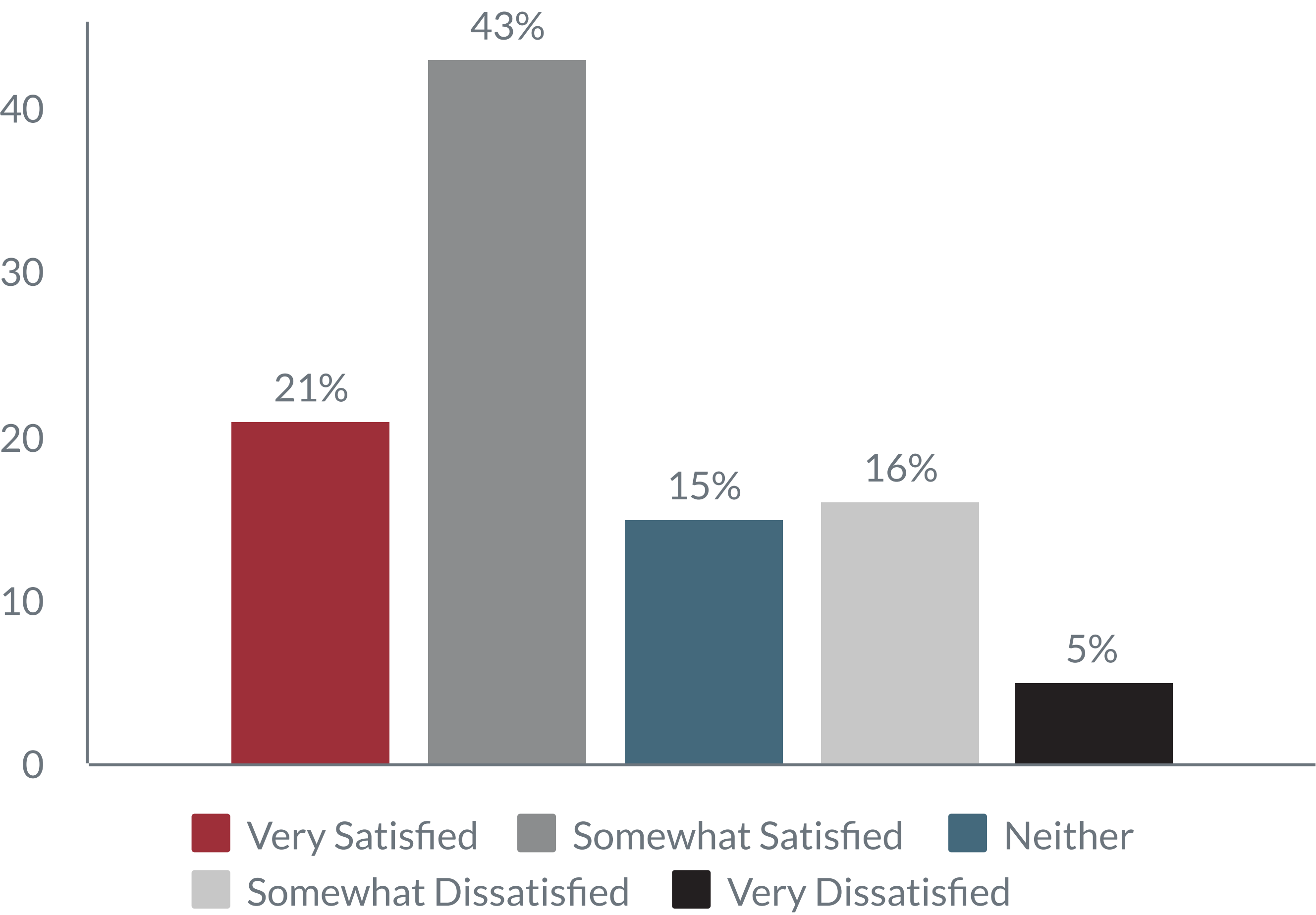
(42%)

Business Providing Monthly Passes

11

(8%)

Public Parking Satisfaction



Support building more parking structures

57%

Support increase availability of public transit

61%

Support increase in park-and-ride options

55%

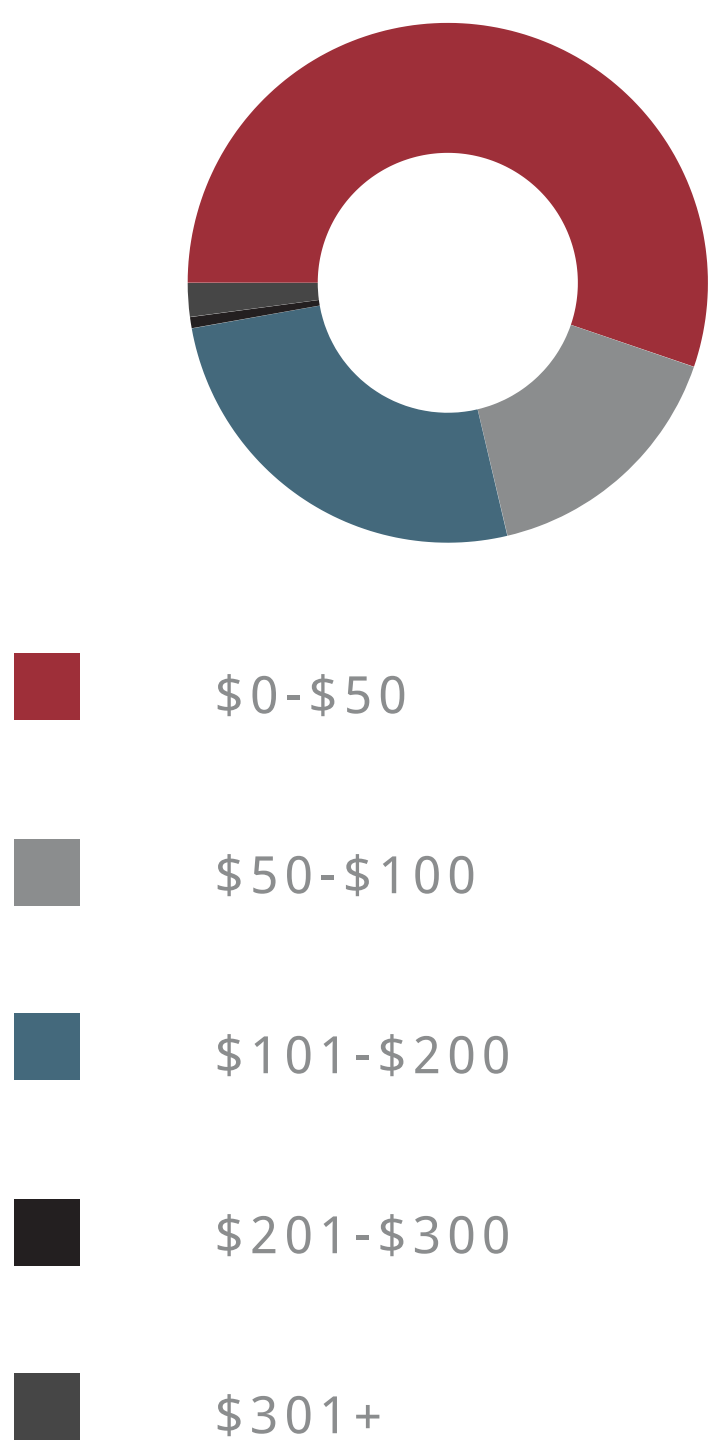
Support investing in alternative transportation

51%

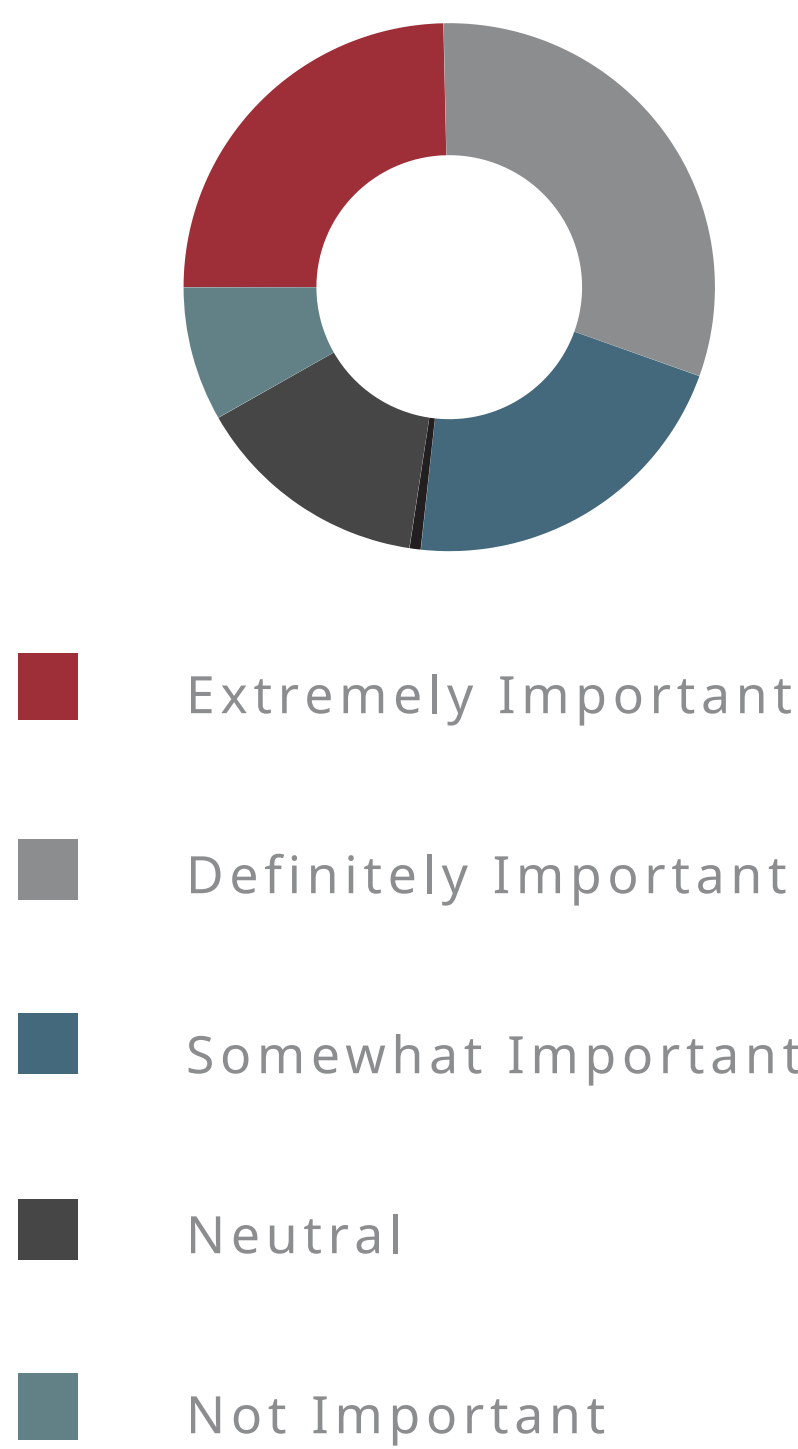
77%

Support changes to increase parking options in downtown Boise

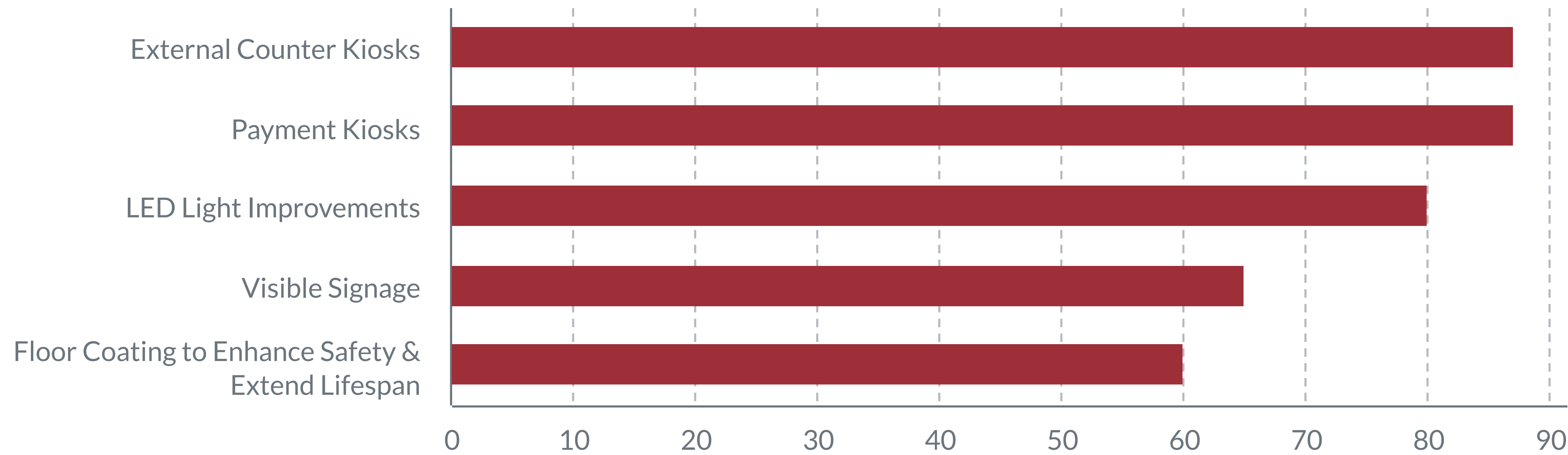
Average Monthly Personal Parking Expense



Importance of Increased Parking Options



Top Five Added Garage Features



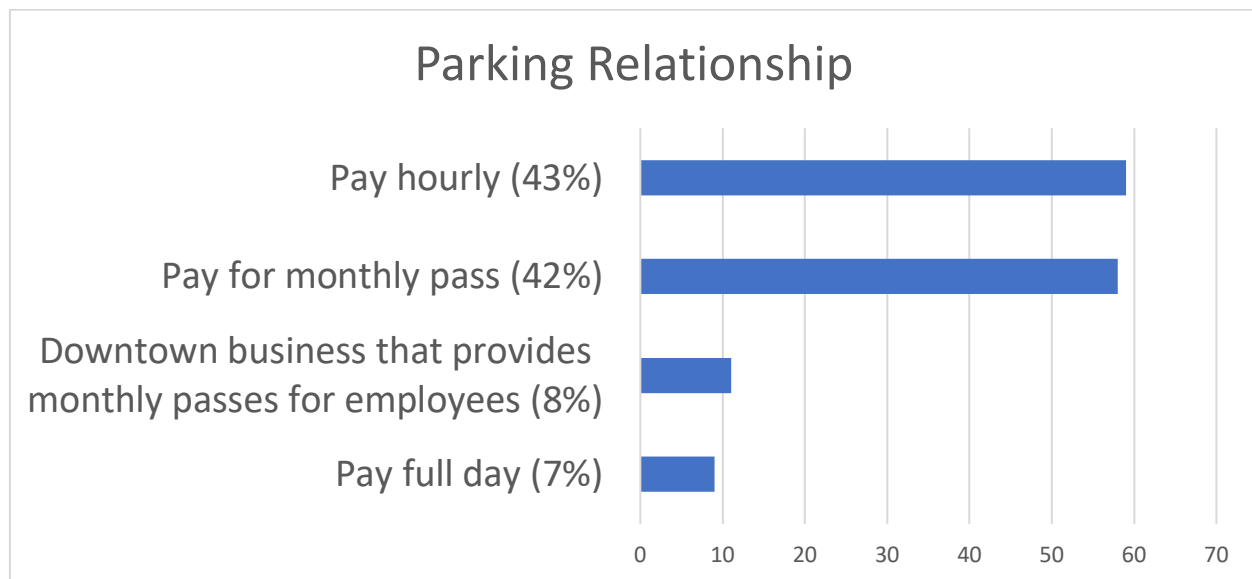
Capital City Development Corporation 2020 Parking Survey Report

Capital City Development Corporation (CCDC) is interested in understanding the opinions and sentiment of current public parking garage users. An online survey was developed and published to track the following primary objectives:

- to assess the current level of satisfaction among public parking garage users
- to test the potential impact of rate increases to monthly and full-day parking users
- to learn which parking garage improvements are a top priority
- to learn which alternative transportation options are supported if a rate increase were implemented

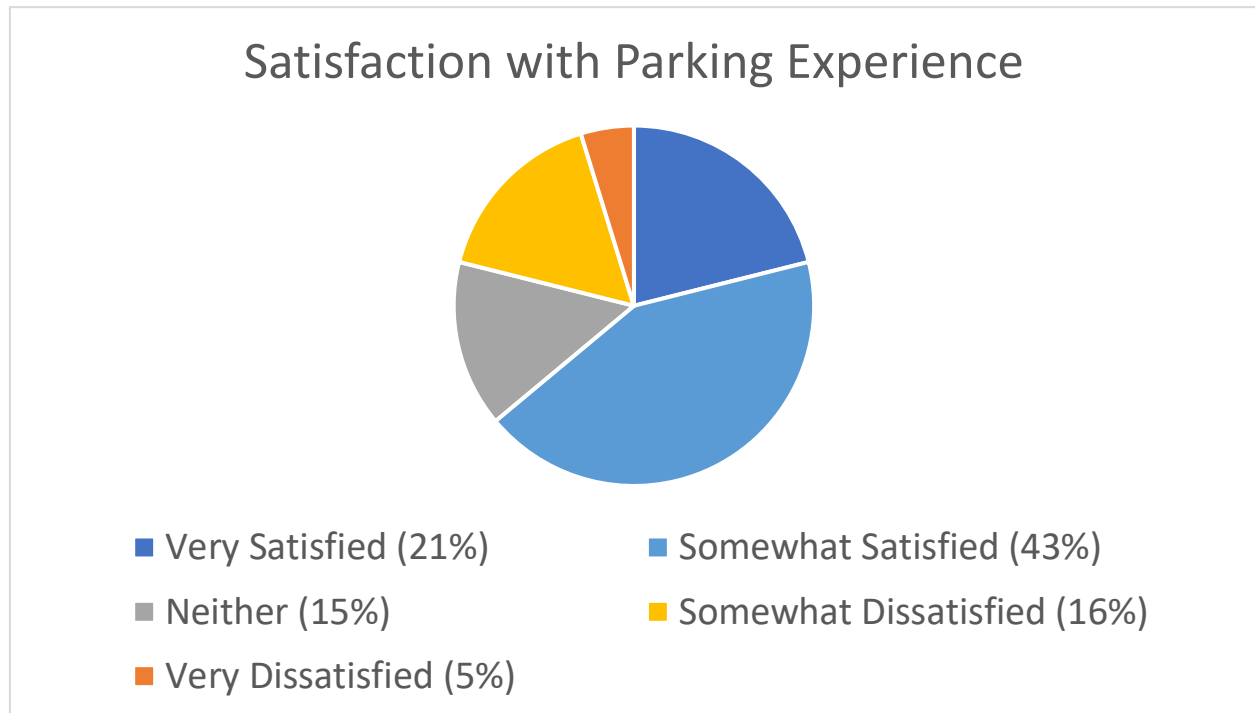
Running from February 7 – March 9, 2020, CCDC's 2020 parking survey received a total of 143 completed responses.

The majority of survey respondents either paid for hourly parking or a monthly pass.



Sentiment Towards Overall Parking Experience

The majority of respondents (64%) are satisfied with their current parking experience.

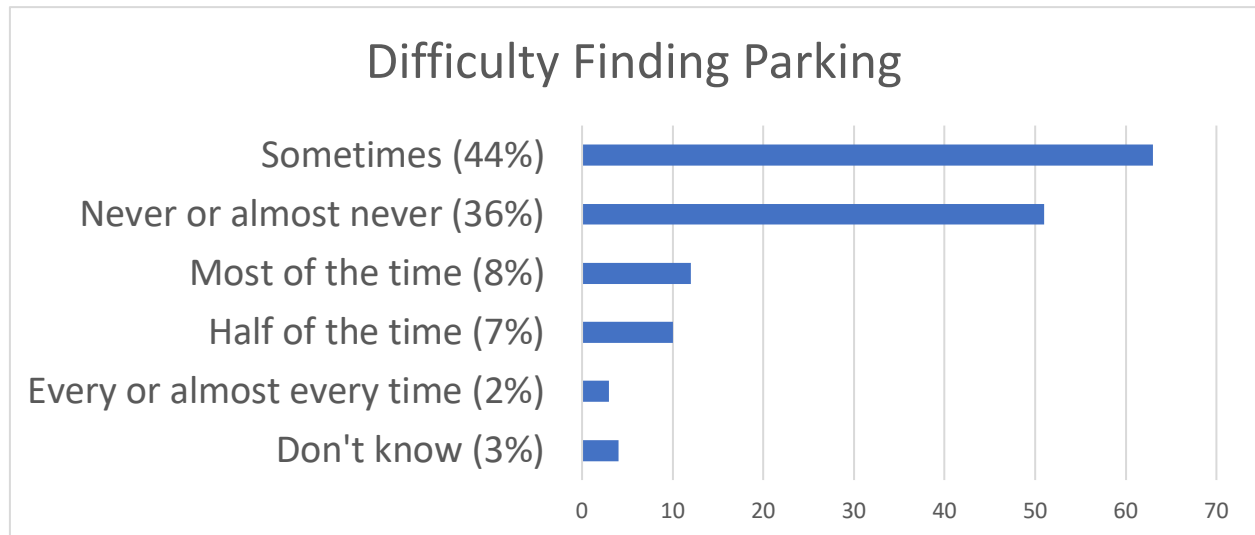


Responses from satisfied users frequently mentioned the convenience of garage locations, the ease of finding a parking spot, well-lit garages, signage and kiosks and the first free hour of parking.

Responses from dissatisfied users frequently mentioned expense, small parking spaces, difficulty finding a parking spot and concerns that monthly passes are not prioritized.

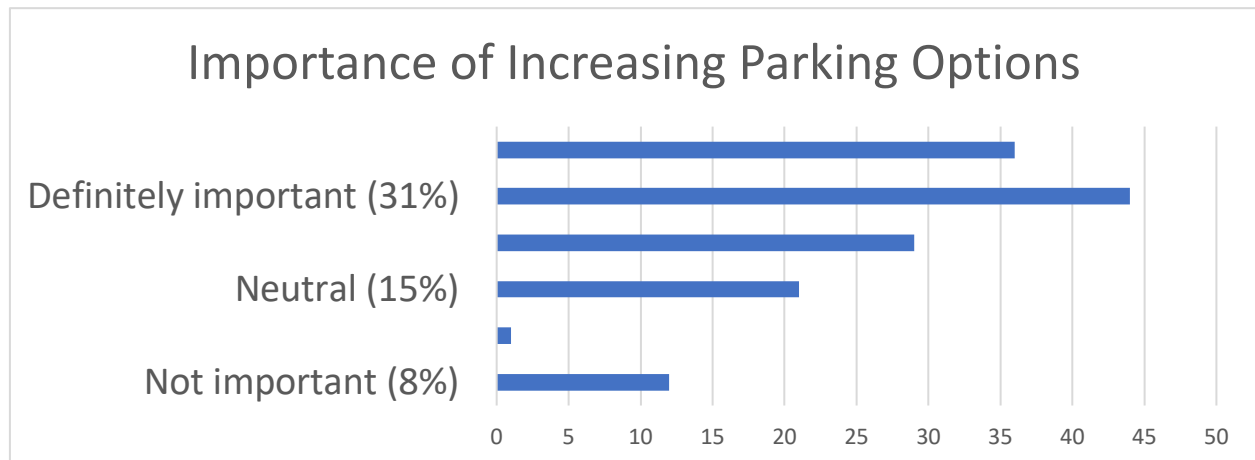
Ability to Find Parking

Only 17% of users expressed regular issues with finding parking in the public garages.



Importance of Increasing Parking Options

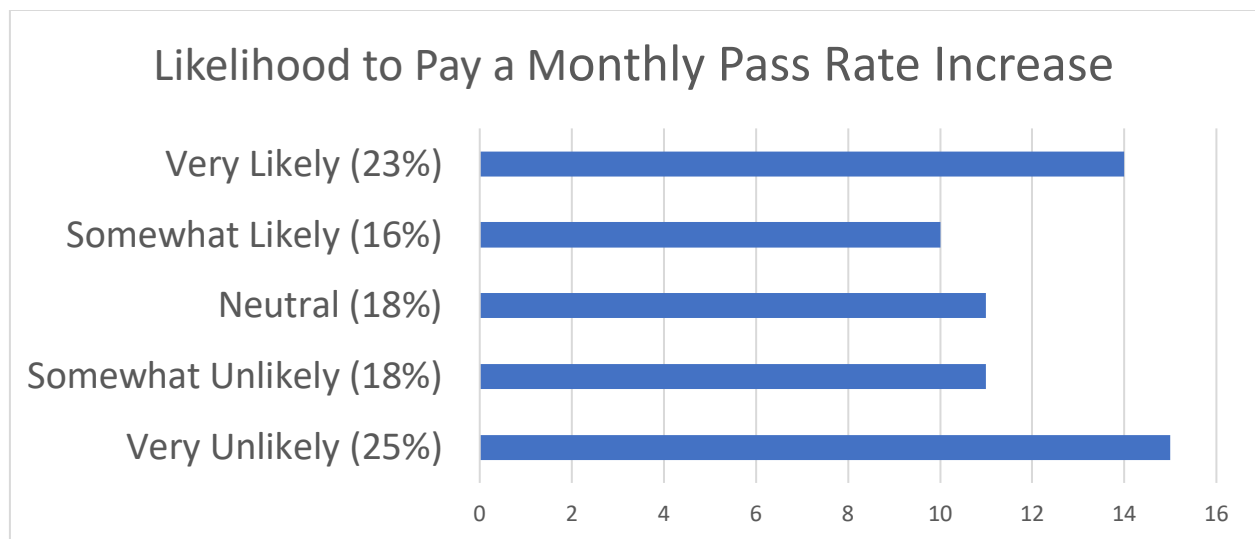
Three-fourths (76%) of respondents think increased parking options are important to Boise.



Likelihood to Pay Monthly Parking Pass Increase

Monthly pass users shared mixed likelihood for the following proposed rate increases for their respective parking garage.

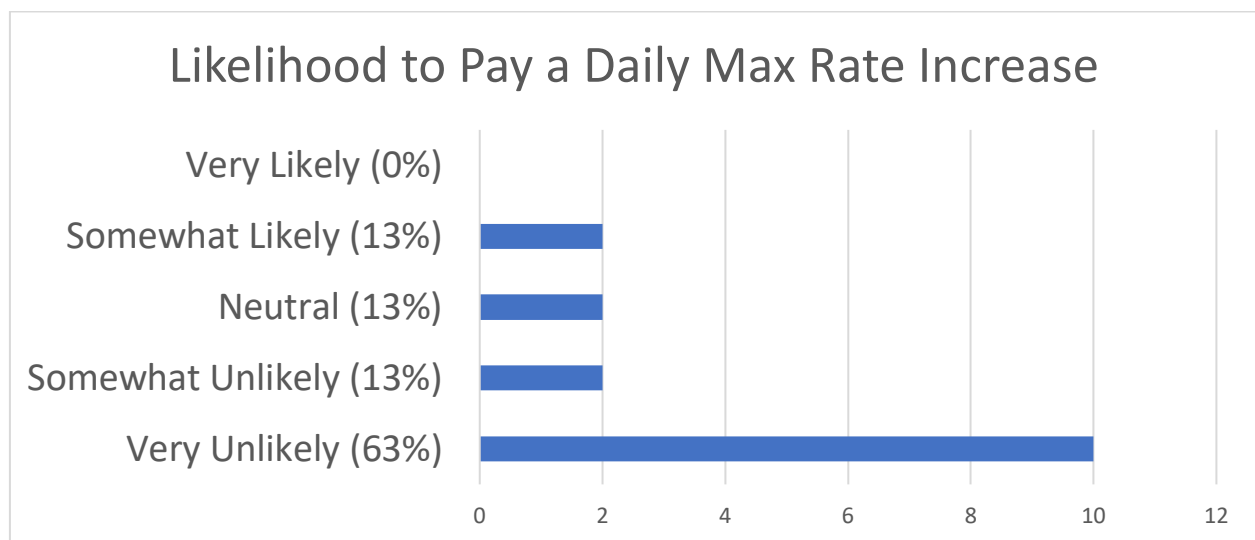
- \$195/month for core garages, including Capitol & Main and 9th & Main (current rate: \$175/month)
- \$150/month for outer garages, including Capital & Myrtle, 9th & Front, 10th & Front (current rate: \$140/monthly)
- \$125/month for 11th & Front (current rate: \$100)



Likelihood to Pay Full-Day Parking Pass Increase

Full-day parking users showed a higher likelihood of not paying the following proposed rate increases for their respective parking garage.

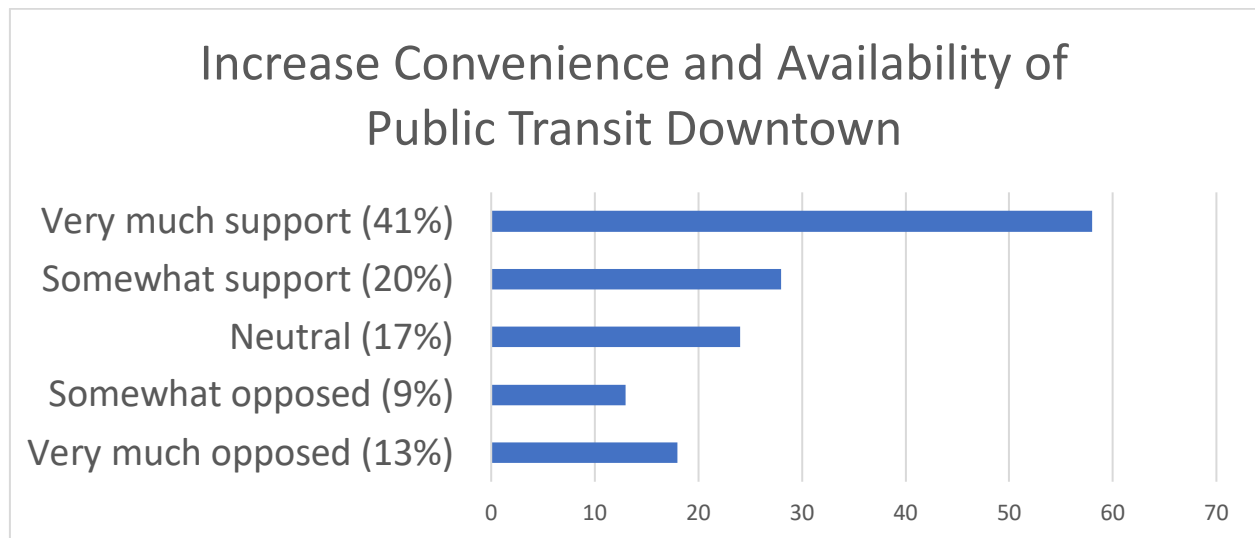
- \$20 daily max for core garages, including Capitol & Main and 9th & Main (current rate: \$15/day)
- \$17 daily max for outer garages, including Capital & Myrtle, 9th & Front, 10th & Front (current rate: \$15)



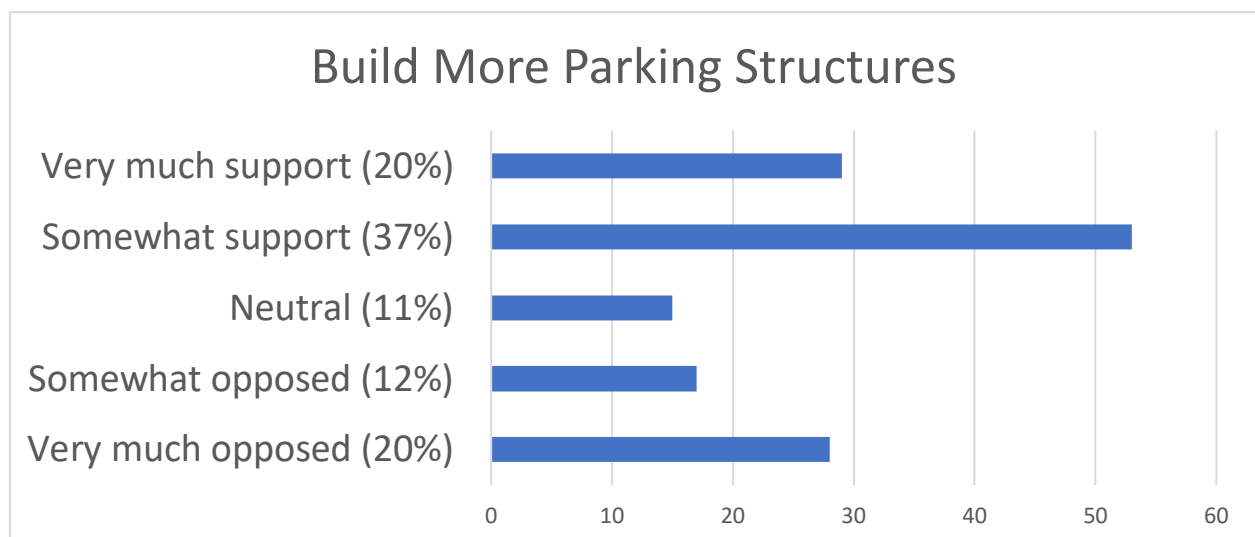
Preference for Where Parking Revenue Could Be Spent

Participants were asked if they would support or oppose additional parking revenue used to fund four options intended to reduce the stress on existing parking spaces. All four options received a majority of support.

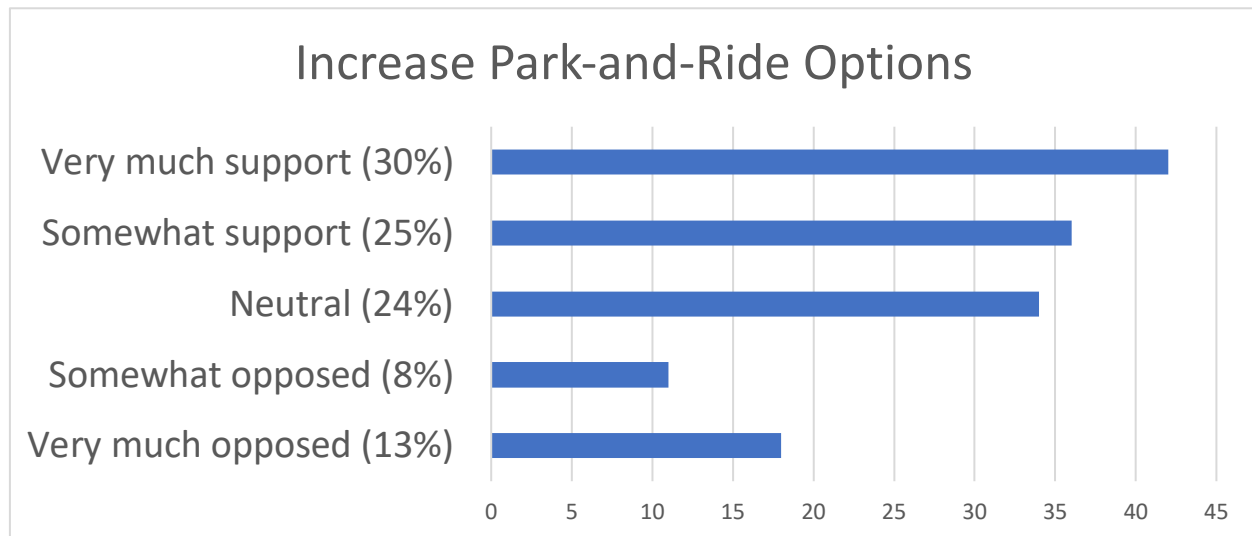
Increased convenience and availability of public transit in downtown Boise received the highest approval at 61%.



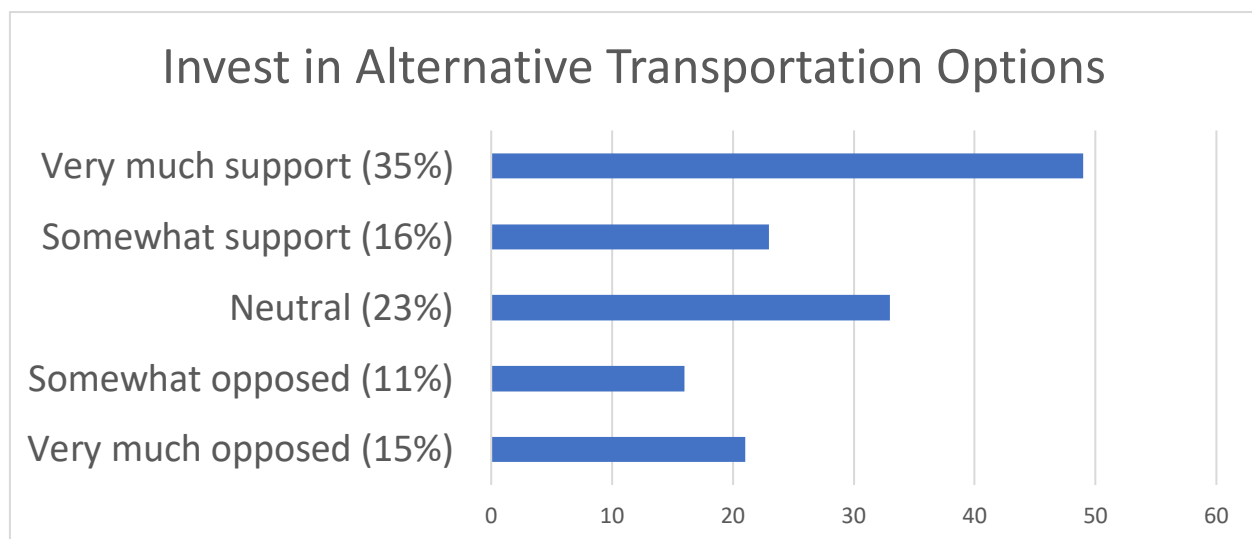
Additional parking structures had the second-highest support at 57%.



An increase of inexpensive park-and-ride options, allowing people to commute to a peripheral location and catch a ride into downtown, received 55% in support.



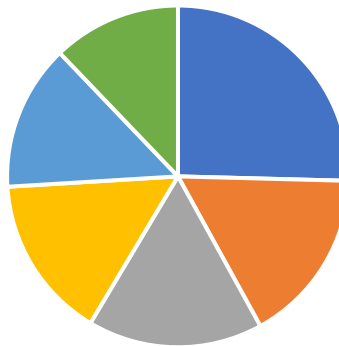
Investment in alternative transportation, such as bike lanes, pathways, bike-share facilities, and bike racks for lock-up, was also supported at 51%.



Preferred Parking Garage Improvements

When asked which public parking garage improvements users would like to see added, most respondents (22%) selected 'None of the Above.' Of those that did select at least one improvement option, increased security, elevator modernization, and more frequent cleaning were the top three selections.

Public Parking Garage Improvements (top selections)



- Increased security (19%)
- Elevator modernization (12%)
- More frequent cleaning (12%)
- Circulator/bus system between garages (11%)
- Aesthetic and architectural upgrades (13%)
- Interior wayfinding (9%)



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AGENDA BILL

Agenda Subject: 9100 S. Eisenman Road Mixed Use Office / Industrial - Type 2 Participation Agreement Designation with R & L Carriers, Inc.		Date: April 13, 2020
Staff Contact: Brady Shinn	Attachments: 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
Action Requested: Review 9100 S. Eisenman as a project eligible to utilize the Type 2 General Assistance Participation Agreement and direct staff to continue negotiating a final agreement with R & L Carriers, Inc. for future board approval.		

Background:

9100 S. Eisenman is a mixed-use office and industrial project being developed by R & L Carriers, Inc. in the Gateway East District. R & L Carriers, Inc. is the lead company for the Roberts Family of Companies, located in Wilmington, Ohio. The Roberts Family of Companies is a domestic and international freight transportation and logistics provider. The project consists of two buildings and a refueling canopy. The project will serve as a freight transportation hub, where freight trucks will transfer and store shipping cargo at the terminal and refuel at the canopy as necessary. The office will serve as the logistics center for the freight activities. The office and terminal are housed in a 65,000 SF building (60,000 SF dedicated to the terminal, and 5,000 SF dedicated to the office) and a detached 9,000 SF maintenance building, with three interior bays. The project also includes revitalizing the existing fuel station canopy. In total, the site is 13.27 acres. The site is located on the east side of Eisenman Road across from the Winco Distribution Campus. Total development costs are estimated to be nearly \$9.8 million.

9100 S. Eisenman received Design Review approval in May, 2019 and the building permit application will be submitted in early April of this year. The developer has begun excavation and side grading under an issued permit, which started in November 2019. Vertical construction is estimated for a July 2020 start, pending permit issuance. The developer expects project completion and certificate of occupancy in May 2021.

9100 S. Eisenman has requested designation for CCDC's Type 2 Participation Program. Under the Gateway East Participation Program, which does not require a scorecard 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 sidewalks, half-street construction of Freight Street and utility line extensions for water and sewer mains.

In July 2019, 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.

Project Summary and Timeline:

- Located on Eisenman Road and Freight Street across from the Winco Distribution Center
- 13.47 acre lot
- 5,000 SF office
- 9,000 SF maintenance shop (3 bays)
- 60,000 SF freight terminal and loading dock (60 bays)
- Renovate the existing fuel canopy
- At least 70 surface parking stalls
- \$9,775,000 Total Development Costs
- \$285,000 Estimated Eligible Expenses
- 150 construction jobs estimated
- 50+ permanent jobs estimated
- March 4, 2019 – Conditional Use Permit Approval
- May 9, 2019 – Design Review Approval
- November 2019 – Construction began on excavation, grading.
- Spring 2020 – Type 2 Agreement Finalize/Execute
- Spring 2021 – Estimated Construction completion
- Summer 2021 – Developer submits costs for reimbursement
- 2022 – Project is on tax rolls and pays property taxes
- 2023 through 2027 – T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

Preliminary information shows that the project has Eligible Expenses of approximately \$285,000. Based on CCDC's tax increment generation equation, CCDC estimates that the project will generate approximately \$75,500. The reimbursement for Eligible Expenses will be 80% this number annually, approximately \$61,000. The project will

generate enough tax increment to reimburse for Eligible Expenses in five years. The total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

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

Staff Recommendation:

Provide feedback and direct for staff to continue negotiating and finalizing the terms of the Type 2 Participation Agreement for future board approval.

Suggested Motion:

I move to direct staff to negotiate a final Type 2 Participation Agreement with R & L Carriers, Inc. for future board approval.



**Exhibit #1: Aerial View for
9100 S. Eisenman Road**



- Legend**
- Railroad
 - Roads (8,000 - 24,000)
 - Interstate
 - Ramp
 - Principal Arterial
 - Collector
 - Minor Arterial
 - Local
 - Parks
 - Alley
 - Driveway
 - Townships
 - Sections
 - Condos
 - Parcels

Exhibit #2: Rendering for
9100 S. Eisenman Road

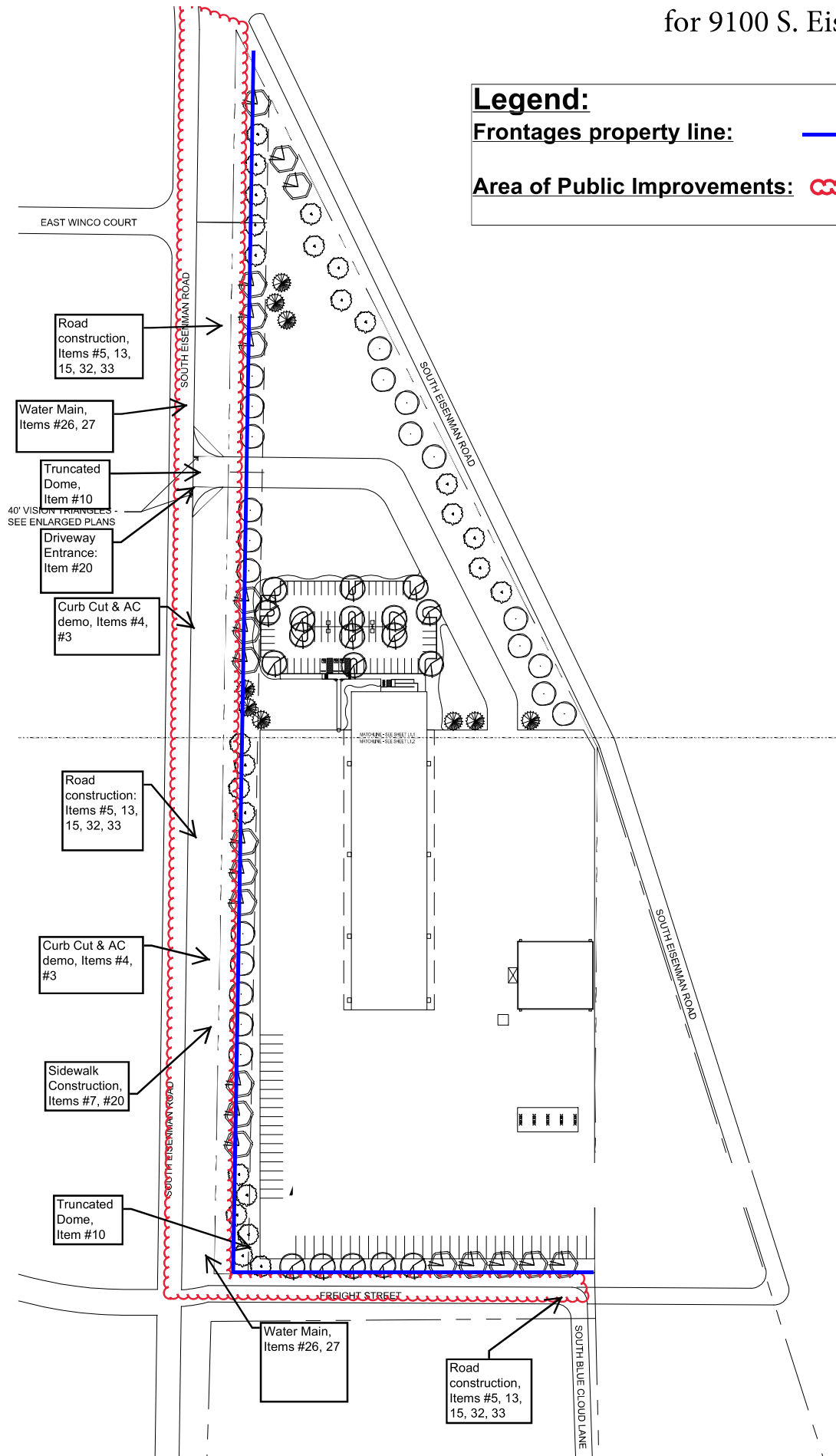


Exhibit #3: Public Improvements for 9100 S. Eisenman

Legend:

Frontages property line: —————

Area of Public Improvements: —————



OVERALL LANDSCAPE PLAN

SCALE: 1" = 50'-0"





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V. INFORMATION ITEMS



Where Business [Starts](#) in Boise

2019 Annual Report

Prepared for CCDC Board of Commissioners



Prepared by: Tiam Rastegar
April 6th, 2020

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3. About Trailhead.....	5 - 7
4. Financials.....	8
5. Membership.....	9 - 12
6. Programming & Events.....	13 - 19

Dear CCDC Board of Commissioners,

Thank you for giving me the opportunity to report back on an outstanding year at Trailhead, especially under these unusual circumstances.

Our non-profit would not exist today if it wasn't for the vision and support of the CCDC and the City of Boise. In partnership with you, we have helped over 200 startups and small businesses since our inception just over 5 years ago.

We are in times of great social and economic distress as Boise faces the uncertainties brought onto us by the COVID-19 pandemic. I believe that it is in times like these, and those that immediately follow, that we have to double down on our resilience and capacity in the form of economic development. Our entire business community will need support in their recovery and Trailhead is eager to help lead our City's comeback.

This year's report also marks a major milestone in the history of this special public-private partnership we call Trailhead. The initial agreement between the City of Boise, CCDC and Trailhead that brought this non-profit into life is in a process of renewal, as we mark the end of the initial 5-year term.

Last but not least, I would like to take this opportunity and extend a special welcome to the new Commissioners Kate Nelson, Latonia Haney Keith and the Honorable Mayor McLean.

On behalf of Trailhead's Board of Directors, Staff and Members, thank you for your renewed commitment and we look forward to continuing our partnership with CCDC to grow Boise's startup ecosystem.

Best regards,

A handwritten signature in black ink, appearing to read "Tiam Rastegar". The signature is fluid and cursive, with the first name "Tiam" and last name "Rastegar" clearly distinguishable.

Tiam Rastegar
Executive Director

2. Executive Summary

2019 was an all-around successful year for Trailhead, both internally for the organization and externally in terms of our community and economic impact. We finished the year strong with a profit and overall improved financial position. Our members collectively generated:

- 65 full-time and higher than average paying jobs
- \$22 million in revenue
- \$22 million in raised capital

Trailhead launched successful new programs with our partners like You Lead Idaho in partnership with KeyBank and the Women's International Showcase of Entrepreneurship (WISE24) with the Women's Startup Lab, enabling us to serve women entrepreneurs and high-school kids in rural Idaho.

Existing programs like Trailmix and Boise Startup Week (BSW) brought together thousands of people in our community and awarded \$53,000+ to early stage entrepreneurs.

As a result of attending BSW and follow-on interviews and investigation, Inc. Magazine ranked Boise ahead of San Francisco on 5th place of its annual ranking of Surge Cities - [The 50 Best U.S Cities for Starting a Business in 2020](#) and proceeded to write yet another special, further making the case for what we have worked so hard to build - [Boise Set Out to Become the Next Austin or Seattle. Instead, It's On Track to Become the Next Silicon Valley.](#)

Our membership grew and with the graduation of Lovevery and Natural Intelligence System, we said goodbye to two accomplished Trailhead alumni as they moved into their own respective office spaces in Downtown Boise. We welcomed our newest member Lumineye, who has its roots in Boise but made a detour to complete the much-coveted Y-Combinator program in San Francisco before coming back and joining Trailhead.

3. About Trailhead

History:

Trailhead was created in 2014 as a 501(c) (3) non-profit and was born out of a public-private partnership between the City of Boise and a handful of experienced entrepreneurs. Their shared vision was to create a community to further Boise's startup ecosystem by providing a collaborative space where entrepreneurs can access the people and resources they need to succeed. Early on this underlying mission attracted the support of local private-industry partners such as Micron, Albertsons, Perkins Coie and others, whose contributions were critical in realizing the vision and launching Trailhead.

Video links:

1. [2016 Trailhead Launch Video](#)
2. [2020 American Dream: Trailhead Boise](#)

Mission:

Accelerate the creation, growth and scaling of new business ventures in Boise.

Core Values:

- Entrepreneurship & Innovation
- People & Inclusivity
- Community relations
- Continuous learning
- Stewardship of the entrepreneurial ecosystem
- Hustle

Goals and Strategic Pillars:

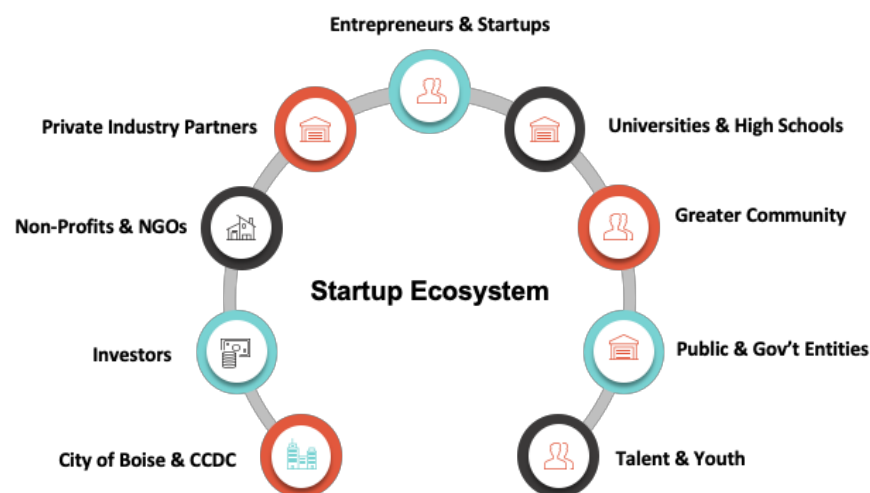
Trailhead's objective is to help launch new businesses and build a robust startup ecosystem in Boise. We serve people with ideas and help them develop products and realize the opportunity to create a business in order to make a positive impact on their community.

We work towards achieving our goals by offering our 4 value streams:

1. Collaborative Workspace
2. Programming
3. Mentorship
4. Community Building

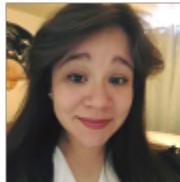
Illustration: Ecosystem Wheel

Community building is a critical ingredient for fostering an innovation economy. It takes many stakeholders and partners working in a coordinated effort to foster entrepreneurship and innovation. Trailhead is a central node in Boise's ecosystem and depends on partnerships with other stakeholders - as shown below:



Staff:

Trailhead operates with a lean, effective and passionate staff. There are 3 of us and our team members are fully aligned with our mission to serve our community.



Danya Ramirez
Member Service Manager



Matt Gilkerson
Program Manager



Tiam Rastegar
Executive Director

Board of Directors:

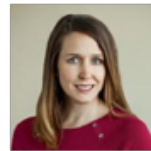
Trailhead's Board of Directors is composed of two board seat categories. The first category is the Individual Seat; this seat is for Directors who volunteer their time and contribute financially. The second category is the Organizational Seat; this seat is for entities who are major donors and nominate Directors who are chosen to represent their respective organizations.



Melanie Rubocki
Perkins Coie Seat



Gordon Jones
CCDC Seat



Eileen Barber
Individual Seat



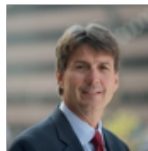
Bob Dean
Individual Seat



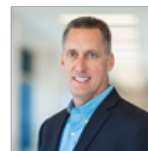
Faisal Shah
Individual Seat



Andy Scoggin
Albertsons Seat



John Hale
Individual Seat



Joel Poppen
Micron Seat



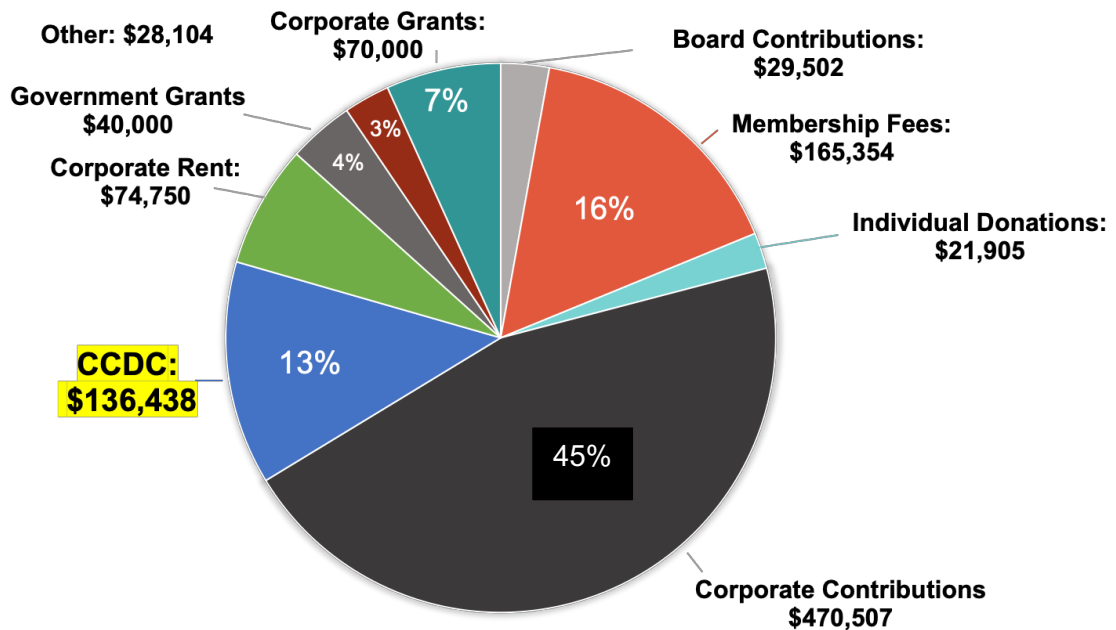
Mike Sadler
Micron Seat

4. Financials

Trailhead achieved a profitable year and set a record for total revenue in 2019. Below are high level financial metrics in comparisons to the prior year in 2018:

- Net Profit improved **139%** to **\$44,096**
- Total Revenue improved **76%** to **\$1,036,560**
- Membership fees improved **23%** to **\$252,809**
- Contributions improved **92%** to **\$722,383**
- Gov't Grants are a new category at **\$40,000**
- Corporate Rent improved **884%** to **\$74,750**

Below is a chart detailing Trailhead's categorical sources of revenue and their weight in terms of total revenues. CCDC remains a vital supporter and source of revenue in the form of donated rent representing 13% of total revenue.



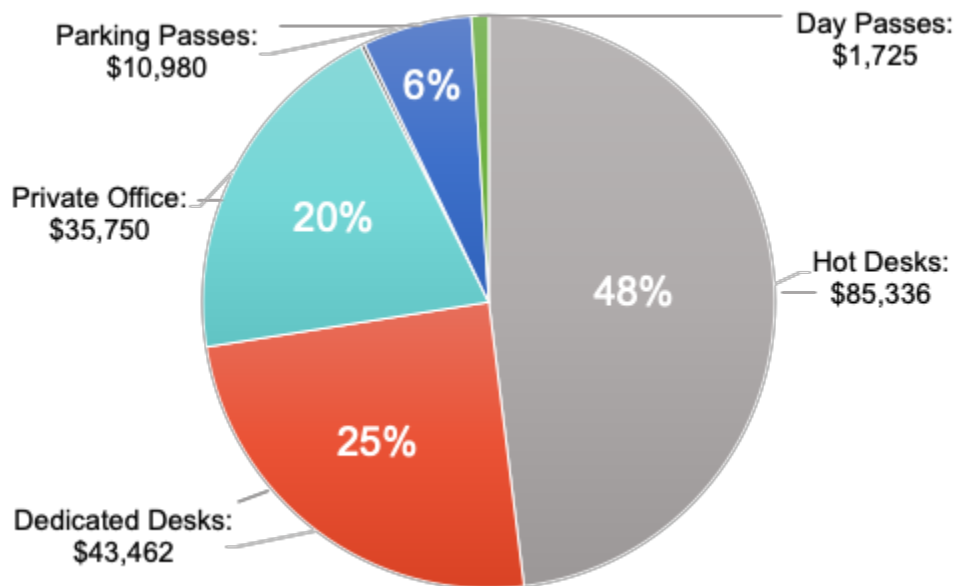
5. Membership

Trailhead membership grew by 25% in 2019 to a total of 283 paying members. Just over half of our members classify themselves as founders, or entrepreneurs with early stage ideas. A quarter of our members fall into the category of remote workers, freelancers and contractors.

The vast majority of business entities owned by our members are structured as limited liability companies and sole proprietorships, with 54% of all businesses reporting to have between 1 - 5 employees.

The majority of our members (246 or 87%) pay for a so-called Hot Desk (first come-first serve) at Basecamp for \$50 per month. Please refer to the Member Revenue Detail illustration below for a breakdown of membership revenues by category.

Member Revenue Detail:



We also offer dedicated desks (\$150 per month) and private office space (starting at \$650 per month) to entrepreneurs and startups who are further along in their life-cycle.

Member Graduation - Lovevery

Founders Jessica Rolph and Rod Morris joined Trailhead in 2017 and quickly became the fastest growing member with their innovative STEM and cognitive development toys for babies and toddlers. Fast forward to 2019 and Lovevery graduated out of Trailhead with 16 employees and moved into their new office in Downtown Boise.

Lovevery continues to attract top talent and investments to Boise, currently showing 10 career openings on their job portal. Here are some statistics on the economic impact we helped achieve through Lovevery:

- 56 full-time/high paying jobs
- \$20MM Series B round in 2019
- \$32MM in total investments to date
- \$21MM in revenue in 2019

Below are pictures of the Lovevery team at their new office location in the Athlos Building in Downtown Boise:



Member Graduation - Natural Intelligence Systems

A small group of engineers decided to detach from Micron and try their luck at creating a startup of their own, and so in 2017 Trailhead welcomed Founder and CEO, Paul Dlugosh, along with his team as members. Here, they embarked on a journey to develop advanced Artificial Intelligence systems.

Natural Intelligence systems journey at Trailhead came to an end in 2019, when they graduated and moved into their own new office space in Downtown Boise on Broad Street between 8th and 9th Street. They are currently hiring for two open positions and their pay is well above Idaho average.

Here are some additional facts on Natural Intelligence Systems

- 12 Full time jobs
- \$3MM in seed investments
- Fully cross licensed with Micron Technology
- Selected by DARPA to participate in VIP program

Below is a picture of the Natural Intelligence team at their new headquarters in Downtown Boise:



New Member Highlight - Lumineye

One of our new and exciting members is called Lumineye and has quite the story on how they ended up at Trailhead. This startup developed a wall penetrating radar system that allows emergency personnel to see through walls by simply using an app on their smartphone in conjunction with a handheld radar device.

Meghan Lacey, the co-founder, started working on this idea while attending the College of Design and Innovation at BSU. After the ideation phase, she and her co-founder decided to participate in the BSU Venture College's accelerator co-short program, where they won cash at the statewide Idaho Entrepreneurial Challenge (IEC). With the proceeds from the IEC, Lumineye was able to stay afloat until they won cash at Trailhead's Boise Startup Week Pitch Competition which ultimately bridged them into getting accepted in Y-Combinator, a world-renowned accelerator in San Francisco.

After graduating from Y-Combinator, the Lumineye team decided that they will move back to Boise to build their startup right here at Trailhead. Shortly after, they won \$250,000 from the Federal Government and continue to develop their technology for first responders.

Below is a picture of the Lumineye team receiving the TeachSearch award from the Federal Government:



6. Programming & Events

Trailhead planned and organized a whopping 292 events in 2019 and hosted over 7790 guests and attendees. We host a wide range of programming and events, with anything from our ongoing monthly Lunch and Learn series to our annual marquee events like Boise Startup Week, Trailmix and our fundraising Summit.

We also partner with other local organizations and support their events by co-promoting and giving them access to our resources and networks. This has enabled us to work with a diverse group of partner organizations who have mission alignment with Trailhead and thereby support underserved members of our community. Some examples are:

- Women Innovators
- Boise Boss Babes
- Period. (formerly known as Boise Period Project)
- Women Who Get Shit Done

Other examples are giving circles who have naturally gravitated to Trailhead over the last year. A total of \$145,000 were raised at Trailhead in 2019 by giving circles to be disbursed to local nonprofits and charities. They include:

- 100 Women for Good
- Boise Impact Club
- 100 Men for Good

Programs - Boise Pitch Night (BPN)

BPN is a quarterly event in partnership with the BSU Venture College, SBDC, Boise Angel Alliance, Signal Rock Capital and VentureCapital.org. The event features 3 local and regional startups who present their pitch for investment to an audience of local and regional investors. The objective for BPN is to help generate deal flow by sourcing and mentoring startups and putting them in front of accredited investors.

We hosted 12 startups for BPN in 2019. 5 of those continued on to participate in the BSW Pitch Competition and ultimately were chosen to attend the Investors Choice Conference in Salt Lake City and pitch to more investors.

Below is a picture of our first BPN with Storefront pitching on stage:



Programs - Trailmix

Trailhead hosted our second annual food product pitch competition called Trailmix and raised **\$51,000** in sponsorships. This is our marquee event and is in partnership with Albertsons and several other sponsors, including the three new ones: Chobani, Dairy West and Happy Day Brands.

The goal is to help Albertsons find and highlight local food product entrepreneurs who have innovative products and are able to scale in order to grow from the farmers market to supermarket shelves nationwide. We start with a pool of applicants, screen down to 5 finalists and give one of them a shot of making it big.

The winner of the Final Pitch Competition, Orchestra Provisions, won **\$20,000** in cash and a much sought after spot on Albertsons shelves. The crowd favorite, Vagabond Bakery, won **\$5,000** in cash and all 5 finalists won a 2 day immersion experience at Chobani's new Global Innovation Center in Twin Falls.

Press coverage:

1. [Idaho Business Review](#)
2. [Boise Dev](#)



Programs - Boise Startup Week (BSW)

BSW is Idaho's largest event focused around Entrepreneurs and Startups, and it's free. Over 2,600 spectators attend over 122 individual events in only 6 days, in Downtown Boise. We rely on many volunteers and other members of our ecosystem in pulling this mammoth of an event off.

We featured 8 unique tracks last year in attempt to cover as much of the ecosystem as possible:

1. Start
2. Grow
3. Youth
4. Talent
5. Social Impact
6. Tech
7. Health
8. Food

With the help and \$50,000 match by the Idaho STEM Action Center, Trailhead raised \$258,000 in sponsorships for BSW, more than double compared to the year before, which enabled us to make the following impact:

- \$53,250 awarded to early stage entrepreneurs
- 628 local High School students attended
- 4 partner universities attended
- Partnered with 60+ organizations

Video link: [2019 Boise Startup Week](#)

Programs - Women's International Showcase of Entrepreneurship (WISE24)

WISE24 is a new annual program and exciting partnership with the [Women's Startup Lab](#). Nationally, less than three percent of venture capital goes to women owned startups. WISE24 is intended to help raise awareness and close this funding gap. Boise was one of ten global locations to participate in this digital pitch event for female founders featuring over 50 startups to a global audience of 1,500 with the majority self-identifying as investors.

3 boise based female founders pitched their startups and were joined by our host Caitlin Copple Masingil, CEO Full Swing Public Relations as well as two outstanding keynotes, Alecia (Hobbing) Murray from Lovevery and Jessi Roberts from Cheekys Brand.



Programs - You Lead Idaho

You Lead Idaho! Program is designed to provide rural high school students in the state of Idaho the opportunity to learn the concepts of entrepreneurship and innovation through technology and to further empower them through mentorship and the potential earning of scholarship prize money for post secondary education.

Trailhead was awarded with a \$70,000 grant from KeyBank to deliver this program and in partnership with the Idaho Digital Learning Academy achieved the following impact:

- Partnered with 5 rural school districts in Idaho:
- \$15,000 awarded in the form of scholarships and prize money.
- 45 students completed the course, all with passing grades.
- 64 dual enrollment college credits were earned
- Enrolled 14 local mentors

You Lead Idaho in the News:

1. [Idaho Educational News](#)
2. [Idaho Business Review](#)



Programs - Coding Dojo

Coding Dojo is a nationwide software coding bootcamp and joined Trailhead to launch its local campus in Boise. Coding Dojo helps train aspiring talent and retrain the local force by enabling students to complete a coding certificate in 14 weeks. They especially set themselves apart by helping their graduates place through the Registered Apprenticeship Program available through the Department of Labor.

Coding Dojo completed its first year of operation at the end of 2019 and placed 5 graduates into apprenticeships with local companies. A total of 3 cohorts were in session at the end of 2019 and recent enrollment growth is setting Coding Dojo up for an eventual move into their own office space in the near future.

Coding Dojo is considered a corporate tenant and therefore pays Trailhead market rate rent under a sublease agreement.



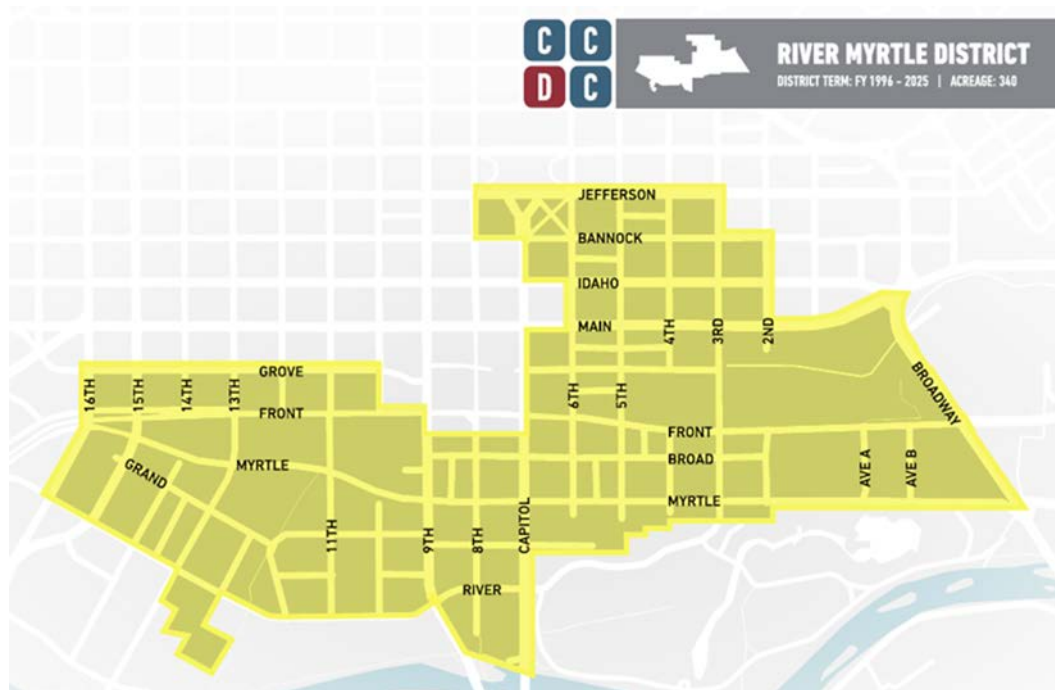
DATE: April 13, 2020
TO: Dana Zuckerman, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

To protect the health and safety of our employees and our community during these extraordinary times, CCDC employees have been working remotely since Friday, March 13. CCDC physical offices will be closed until further notice.

A significant amount of CCDC's collaborative work is dependent upon engagement with our multitude of partners and stakeholders, including the general community. In the event social distancing measures are necessary over a longer term, the agency will either provide project forums for a high level of community engagement, or simply delay action until a later date. There are no project timelines requiring community engagement in May, but agency employees are exploring meaningful ways to convene and lead online public outreach efforts if needed. General project updates will continue through our website and social media channels.

CCDC business operations have continued through March and early April with minor disruption and delay. Agency employees remain engaged and available via phone and email. If you need assistance please call (208) 384-4264 or email info@ccdcbosie.com and we will respond as quickly as possible.

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

5th & Front Streets - Hotel and Parking Garage – Participation Program (PP) Type 3, 5: The parking garage portion of this project (540 total spaces) received a temporary certificate of occupancy in mid-March. This allows the garage to open to customers. CCDC will begin leasing 200 spaces for public use starting on May 1, 2020. To-date, all 200 spaces are reserved for monthly parkers. The hotel portion of the development is scheduled to open this summer. The developer is planning a public art element on the stairwell wall facing Front Street, and is working with the City of Boise Arts and History Department on the selection process. The CCDC Board approved an additional \$90,000 in eligible expenses for public art at its December 2019 meeting. The selection committee will include a representative from CCDC, the development group, an Arts & History commissioner and local artists. The selection committee is planning to discuss artist applications 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 2019. The lease for this Trailhead location expired at the end of January 2020 with the allowance to proceed month-to-month until a new lease can be executed. The landlord has signed the new lease agreement. The City is expected to approve the form of the lease in May 2020.

200 Myrtle Street - Boise Caddis - PP Type 2: Construction continues on the Boise Caddis project, and post-tensioned concrete work is underway. The developers are targeting mid next month to begin wood framing. Apartment facade finishes will start in early August. The project is scheduled to open in the summer of 2021. The project includes 160 rental units and 400 parking

spaces. Ada County will purchase the parking spaces for use by its nearby Courthouse complex workforce. The Type 2 Agreement includes approximately \$1.2 million in eligible expenses for public improvements on 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 2020.

406 Broad Street - Cartee Apartments - PP Type 2: Construction and mobilization began in October 2019. Excavation, footings, and first floor columns are complete. Currently concrete work is being performed on the first floor slab and garage ramp. 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 its March 2020 meeting, the CCDC Board approved a Type 2 General Assistance Participation Agreement with 5th and Grove Investors, LLC. The project includes 114 for-rent apartments and 8,000 square feet of ground floor retail. Fifty of the apartment units will be dedicated to workforce housing, serving 120% AMI (area median income) and below. The project qualifies for Level A status and is eligible to receive 80% of the tax increment revenue it generates to reimburse Eligible Expenses. The project includes approximately \$1 million in Eligible Expenses for public improvements along 5th Street, Grove Street and alley. CCDC estimates tax increment revenue will reimburse approximately \$700,000 of Eligible Expenses. CCDC will construct and pay for the already-planned Grove Street streetscape improvements currently in the Agency's 5-year Capital Improvement Plan, accounting for approximately \$347,000 in Eligible Expenses. If construction timelines do not align, CCDC will reimburse the developer for that work upon completion of the project and not through project-generated tax increment revenue. Those two sources will reimburse the developer for all of the project's Eligible Expenses. Construction is scheduled to begin in the summer of 2020.

116 6th Street - 6th & Grove Mixed Used, Income Restricted Residential - PP Type 2: At its March 2020 meeting, the CCDC Board approved a Type 2 General Assistance Participation Agreement with the developers of the 6th & Grove project. 6th & Grove is a mixed-use residential and retail project being developed by Capital Partners, Galena Fund, and deChase Miksis. It will be comprised of 60 apartment units (income restricted and market rate), 5,000 square feet of retail and 9,000 square feet of office space. The project includes approximately \$600,000 of Eligible Expenses for public improvements in the alley and streetscapes along Grove and 6th streets. CCDC will construct and pay for the already-planned Grove Street streetscape improvements currently in the Agency's 5-year Capital Improvement Plan, accounting for

PARTICIPATION PROGRAM

Type 1: One-time assistance. Reimbursements up to \$200k for eligible expenses. Developer-matched.

Type 2: General assistance. Reimbursed by project – generated tax increment revenue. Scorecard dependent

Type 3: Transformative Assistance. Large-scale or unproven projects. Often includes public parking. \$6 private to \$1 public minimum investment required.

Type 4: Capital Improvement Coordination. Most often used for public/public projects.

Type 5: Disposition of CCDC-owned property.

approximately \$130,000 in Eligible Expenses. Sixth Street improvements are included in CCDC's current year CIP and will be reimbursed upon completion. The remainder of the Eligible Expenses will be reimbursed using tax increment revenue generated by the project between 2022 and 2025. These funding sources will reimburse the developer for all of their project's Eligible Expenses. Construction is scheduled to begin in the summer of 2020.

600 Front Street - The Vanguard - PP Type 2: Visium Development has begun construction of the 75 multi-family apartment building on the corner of 6th and Front streets (formerly home to Biz Print). The CCDC 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. Construction is scheduled to be complete in summer 2021.

Infrastructure

535 S. 15th Street - River Street Lofts - PP Type 1: Townhome lofts have received their Certificate of Occupancy and the developer has submitted its cost documentation items for reimbursement. CCDC will reimburse up to \$150,000 for public improvements upon completion and inspection.

S. 5th & Grove Streets Utilities - Underground & Conduit: This project undergrounded overhead utility lines and installed conduit for future fiber-optic expansion on 5th Street between Front and Idaho. Removal of poles and overhead lines was completed in early March 2020.

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 is the design professional. The construction contract was awarded to Guho Corp at the Board's August 2019 meeting. Guho Corp is currently working on streetscapes on the west side of 6th Street between Main and Front streets. The project is ahead of schedule due to the cancellation of the annual Treefort indie music festival. Reconstruction of the 6th and Grove intersection requires a full street closure. This closure has been rescheduled to April 2020 from June 2020 to take advantage of the current low traffic volumes due to the pandemic-caused, state-wide stay-home order.

ROMOB - Consolidated Newspaper Racks: The Agency is assisting the City of Boise in locating and installing consolidated news racks downtown to ensure sidewalk accessibility, reduce clutter and damage to individual racks. Guho Corp has completed all but two of the planned installations, both located in the Westside District. The City Council held a public hearing on the news rack ordinance on March 3, 2020. Implementing the ordinance has been delayed to May, after which the City will work with distributors to relocate publications into the racks and remove the old boxes soon thereafter.

Mobility

S. 5th St & Myrtle St - Signalized Crossing: This project seeks to install signal control on Myrtle Street at the 5th Street intersection to provide a safe crossing between Julia Davis Park and the Central Addition, and to extend the signal-coordinated calming of Myrtle Street. Kittelson & Associates has completed a preliminary warrant analysis and representatives of ACHD, City of Boise, CCDC, and ITD met on March 12, 2020 to discuss next steps. Agency and city staff are working on a request to ITD outlining the rationale for a signal and how it will not set a precedent.

ParkBOI - Capitol & Myrtle Parking Garage - Agency Owned Property: Agency has contracted with Specialty Systems of Utah to repair patches of spray-on fire-proofing in the

garage. The application process requires temperatures of at least 40 degrees throughout the application process. The work will be scheduled during the warmer months and as COVID-19 restrictions allow.

ParkBOI - 11th & Front Parking Garage - Agency Owned Property: No significant maintenance performed in recent months. 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 and contracted with a public engagement team. A vision statement, project timeline, and community engagement plan are being developed. Conversations with property owners have occurred. The public engagement team is summarizing initial conversations and planning next steps.

Block 7 - CCDC Alley Program: Block 7 is bounded by Capitol Boulevard, Main Street, 6th Street, and Grove Street. The alley improvement 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.

Special Projects

RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: Final concepts have been submitted. The City Department of Arts & History is currently gathering feedback on the concepts.

WESTSIDE DISTRICT



Economic Development

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

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

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, CCDC is conducting planning and design on a similar schedule to ACHD.

1111 Idaho St - 11th & Idaho Building - PP Type 2: This nine-story, Class A office building is being developed by Rafanelli and Nahas 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 on the adjacent block to the north. 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. CCDC will reimburse the developers for public improvements being completed along Idaho and 11th streets. The reimbursement will be based on actual expenses and will not exceed \$740,690.

Infrastructure

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 is complete.

Westside District - Consolidated Newspaper Racks: The Agency is assisting the City of Boise in locating and installing consolidated news racks downtown to ensure sidewalk accessibility,

reduce clutter and damage to individual racks. Guho Corp has completed all but two of the planned installations: on Bannock Street between 12th and 13th streets due to the closure of the former Greyhound bus terminal; on 10th Street between Main and Idaho streets due to business concerns and questions over whether the unregulated boxes there are still in use. The City Council held a public hearing on the news rack ordinance on March 3, 2020. Implementing the ordinance has been delayed to May 2020, after which the City will work with distributors to relocate publications into the racks and remove the old boxes soon thereafter.

Bannock Street Streetscape - 8th to 9th Streets: The City of Boise conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback was evaluated. The City presented the project to ACHD during a Commission work session in November 2019 and to the ACHD Commission in January 2020 after which ACHD approved the design. The project received Design Review approval from the City on February 18, 2020. The CCDC Board approved the contract for construction documents and construction administration services with Jensen Belts Associates and the ranking for CM/GC services on March 9, 2020. Staff is negotiating the contract with the top-ranked company, Guho Corp., for construction manager services to begin immediately. CCDC is working to accelerate project timeline to complete construction in 2020.

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

1010 Main St - Avery Building - PP Type: This privately-owned vacant building is 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 for historic preservation costs and hopes to submit an application in 2020.

Westside URD - Boundary Adjustment: The Agency is working to adjust the Westside URD boundary to add an additional 14 acres that includes the Boise High School campus, the downtown YMCA property, as well as right of way on Franklin Street and 8th Street. The City Council accepted an eligibility report in June 2019 and directed CCDC to move forward with amending the plan. 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: The Agency hired DESMAN to perform design services for structural damage prevention in the 10th & Front parking garage per a consultant ranking approved by the Board in January 2020. DESMAN presented the Agency with several repair options for the garage of varying cost and longevity and Agency is working to determine the option that best fits budgetary constraints and parking management strategy.

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. The City conducted a public meeting and an online survey to gauge public support of the proposed design. Feedback was 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 and for the project to be brought back for formal presentation. That presentation occurred on January 22, 2020 after which ACHD approved the design. The project

received Design Review approval from the City on February 18, 2020. The CCDC Board approved contract for construction documents and construction administration services with Jensen Belts Associates on March 9, 2020. CCDC is working to accelerate project timeline to complete construction in 2020.

Place Making

11th Street & Bannock Street - Westside Urban Park: The 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 11th and Idaho development, a nine-story Class A office building with retail/restaurant space fronting the park. Construction on the office tower began in August 2019 and is expected to be complete in November 2020. Construction of the park is planned to begin in February 2021 with ribbon cutting estimated in September 2021.

30TH STREET DISTRICT



Economic Development

2403 Fairview Ave - Adare Manor - PP Type 2, 4: Northwest Integrity Housing Company's affordable housing development, consisting of 134 apartments, 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. The majority of the apartments will be for families earning less than 60% AMI (area median income) – about \$44,000 per year for a family of four –

with approximately 10% of the units offered at market rate. CCDC is working with developers on the cost documentation to process the reimbursement for public improvements. The developer is gathering its cost documentation for the Type 4 component of the project and will provide the Type 2 cost documentation when it has all of the information available.

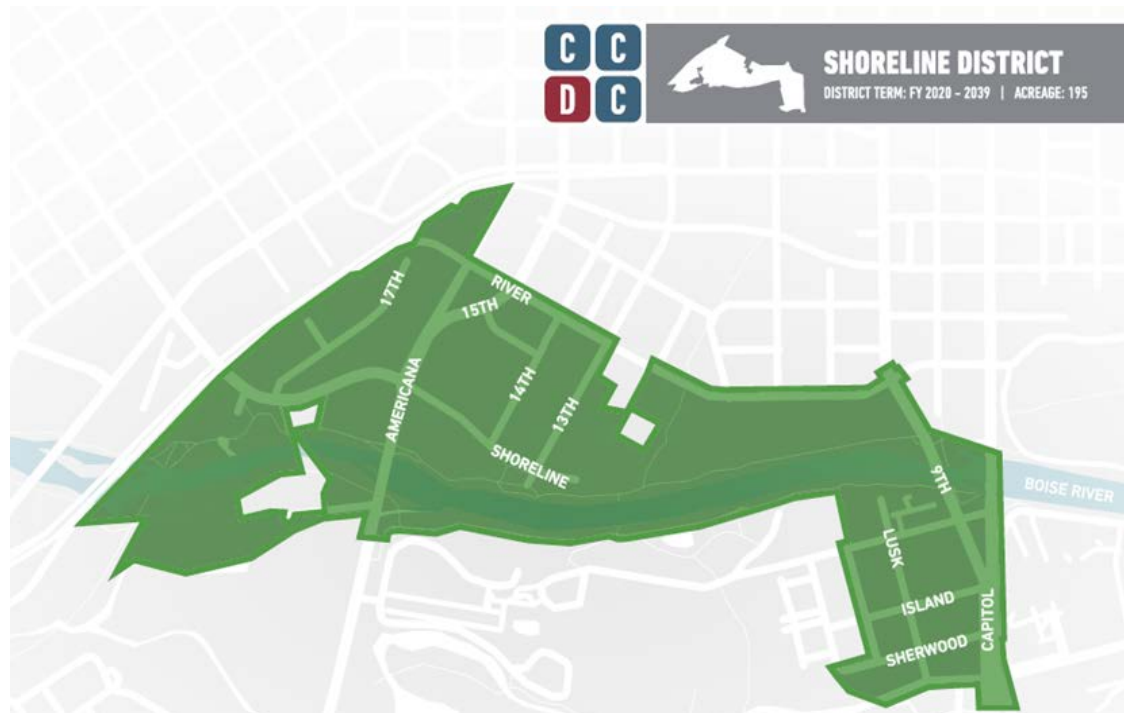
Infrastructure

301 29th St - Whittier Elementary School - PP Type 4: 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

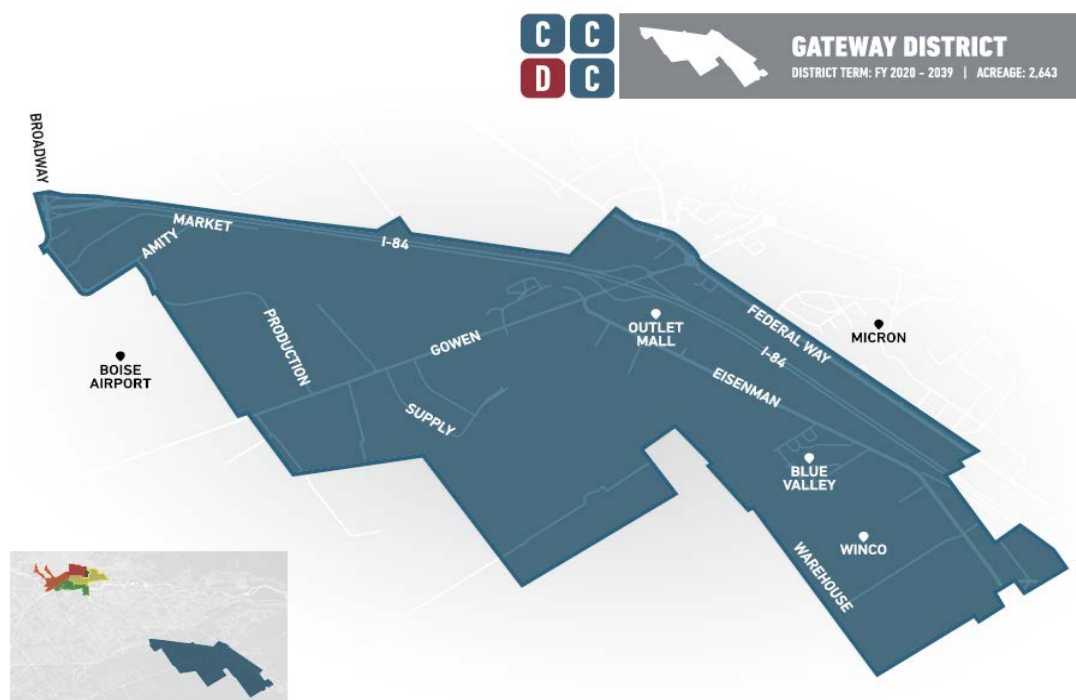
Shoreline District - Downtown Boise Streetscape Standards Update: CCDC, in collaboration with the City, is preparing to update the Downtown Boise Streetscape Standards Manual. These standards provide guidance to private development and Agency's Capital Improvement Plan

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



Economic Development

9100 S Eisenman Road – PP Type 2: 9100 S. Eisenman Road project by R&L Carriers, Inc. submitted a Type 2 application requesting designation at the Board's April 13, 2020 meeting. R&L Carriers, Inc. is a national freight logistics company, and this project will host a new regional industrial mixed-use facility. This project will be a regional hub for R&L Carriers national operations. It is located near the existing Winco distribution center on a 13.47-acre lot. The project will house 3 structures: a 5,000 SF office joined to a 60,000 SF freight terminal, and a 9,000 SF maintenance shop. The project will also renovate the existing dilapidated fueling canopy. Seventy parking spaces and a private green space constitute the rest of the property's development. Over 130 construction jobs will be served by this project. Estimate total cost is \$9.8 million. The project anticipates \$285,000 of Eligible Expenses to be paid over the standard Gateway District six-year

term. Estimated completion is summer 2021 and then fully on the tax roll by calendar year 2022. The project will generate roughly \$75,500 in added tax increment per year.

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 Board approved a Type 2 participation agreement for approximately \$94,000 of Eligible Expenses on the \$2.1 million project at its January 2020 meeting. The project is expected to be complete by spring 2020.

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 \$13 million, with an estimated \$425,000 of Eligible Expenses. The project was designated for Type 2 assistance at the November 2019 Board meeting. The final agreement is expected to be on the Board's April 2020 meeting agenda after the developer has 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 the bridge to accommodate bike lanes and sidewalks. The Agency is working with the City and ACHD 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 the pathway cost share/participation agreement in May 2019. The total of both cost share agreements is estimated to be approximately \$300,000; per the engineer's estimate based on the 95% plans. ACHD has advanced construction from 2022 to 2021 and the Agency is working with ACHD on an acceptable reimbursement schedule that reflects the new timeline in an updated cost share agreement.

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 from the Agency, City 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 other public agency planning activities. The study is expected to be complete in early 2020.

Infrastructure

Production Street and Gowen Road Utilities: This project will install new fiber optic conduit banks and associated vaults along Production Street and Gowen Road for the City of Boise in order to enhance data connectivity within City limits. CCDC is contracting with Civil Survey Consultants to provide design services which will be completed in FY2020 with construction to follow in FY2021.

AGENCY WIDE – ALL DISTRICTS

Economic Development

ParkBOI - Parking Rates - Annual Review: At their April 13, 2020 meeting the Board will be asked to suspend consideration of adjusting parking rates until at least FY2021.

City of Boise Park & Ride Shuttle: The City made the decision to terminate this service in April 2020. Ridership was low and VRT 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 at the Board's March 2020 meeting, Agency recommended that 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.

CityGO: 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 at citygoboise.com. The Board will receive a City Go presentation during the second quarter of 2020.

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 and Main Garage. The bid was advertised in the Idaho Statesman on January 30 and February 6, 2020 with a bid due date of February 26. Two bids were received. Schindler Elevator submitted the lowest bid. The bid was awarded at the March 9, 2020 Board meeting.

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. CCDC is working with Block 22 on due diligence and a transition plan. In order to accommodate a smooth transition with Block 22, CCDC has extended the closing date to June 30, 2020. Block 22 intends to continue operating the garage with no changes for the time being.

ParkBOI - Capitol & Main Parking Garage: The exit lane repairs as designed by Civil Survey Consultants and performed by Hellmann Construction received final completion on March 11, 2020.

ParkBOI - Capitol & Main Parking Garage - Elevators: This project will modernize the existing elevators in the Capitol & Main Garage to provide new finished and amenities, improve efficiency and reliability, and bring them into compliance with current codes. Schindler began work on the Idaho Street elevator on January 7, 2020 with a planned completion date on that elevator of January 29. However, on January 21, Schindler discovered damage to the stile on the side of the elevator car that requires the replacement of the full sling and platform assembly for safety reasons. Fabrication and delivery of these components was expected to add approximately eight weeks to the schedule with completion of the Idaho Street elevator expected at the end of March. However, Schindler has since asked for an indefinite extension due to delays caused by the COVID-19 pandemic. Agency is working with the parking operator and Schindler to determine options to continue elevator work and minimize additional delays.

ParkBOI - 9th & Front Parking Garage - Agency Owned Property: The Agency contracted for small areas of waterproofing membrane repairs and additional concrete repairs in the garage. The spall repair is complete. The contractor will resume the membrane repair spring 2020. The Agency executed a contract with Slichter Ugrin Architects to provide design services for Stair Tower Structural Repairs in March 2020. Construction documents are expected to be complete in late spring 2020

ParkBOI - Door Hardware & ADA Upgrades: Slichter Ugrin Architects have been hired as the design professional to develop plans and specifications. Drawings and specs have been completed. The project has been put out to bid, with bids opened on April 1, 2020. Hellmann Construction Company Inc., is the apparent responsive low bidder. Construction contract approval will be sought at the April Board Meeting.

Mobility

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 advancing with the design of bikeway facility improvements for 11th St from Heron Street to Washington Street in preparation for installation in FY2023. CCDC is leading a public engagement process to produce a concept design for 11th Street from River Street to Washington Street. This downtown segment of the 11th Street Bikeway spans two URD's (RMOB and Westside) both of which have funding programmed in FY2023 to build the infrastructure associated with this bikeway. A contract for approval with Kittelson & Associates to assist CCDC with the concept design and public engagement process will be on the Agency Board's April 13, 2020 consent agenda.

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 is working with Hawkins Companies, owner of the Main + Marketplace commercial condominium units, to update 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: October 7, 2020.
Issues/Comments:	CCDC and Hawkins Companies are discussing Hawkins' proposal to install security cameras in the common areas.

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: TBD
Issues/Comments:	No issues.

ACME Fast Freight Condominium Association

Members	Percent Interest
CCDC – 11th and Front Parking Garage	30.10%
BVA	69.90%
Issues/Comments:	Appoint Agency representatives to COA board.

#



VI.

ADJOURN



END