



BOARD OF COMMISSIONERS MEETING

December 14, 2020

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
December 14, 2020, 12:00 p.m.

Virtual attendance is strongly encouraged.

Join at <https://ccdcboise.com/the-agency/board-of-commissioners/>

A G E N D A

I. CALL TO ORDER Chair Zuckerman

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS Chair Zuckerman

III. ACTION ITEM: CONSENT AGENDA

- A. Expenses
 - 1. Approval of Paid Invoice Report - November 2020
- B. Minutes and Reports
 - 1. Approval of November 9, 2020 Meeting Minutes
- C. Other
 - 1. Approve Resolution #1688 - Amendment No. 2 to the Contract with SB Friedman for the State Street URD Economic Feasibility Study
 - 2. Approve Resolution #1687 - Change Order No. 1 to the CM/GC Contract with Guho Corp. for the 8th & Bannock Streetscape Improvements Project

IV. ACTION ITEM

- A. CONSIDER: Approve Resolution #1683 - Home2Suites Public Art Design Concept Recommendation (10 minutes) Brady Shinn/Karl LeClair, City of Boise Arts & History
- B. CONSIDER: Approve Resolution #1685 - State Street Cost Share with ACHD and City of Boise (5 minutes) Matt Edmond
- C. CONSIDER: Approve Resolution #1686 - State Street Interagency Agreement with ACHD and City of Boise (10 minutes) Matt Edmond
- D. CONSIDER: Approve Resolution #1684 - Reject Bids - 10th & Front Structural Concrete Repairs (5 minutes) Kathy Wanner

V. INFORMATION/DISCUSSION ITEMS

- A. Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report (15 minutes)Karl Woods/Ellen Campfield Nelson, Agnew Beck
- B. State Street Study Area Update (15 minutes) Matt Edmond/Caren Kay, SB Friedman
- C. CCDC Monthly Report (5 minutes)John Brunelle

VI. ADJOURN

This meeting will be conducted in compliance with the Idaho Open Meetings Law. In addition, all COVID-19 health safety protocols will be observed. Face masks and social distancing will be required. Due to limited seating in-person attendees may be required to wait outside the meeting room once the maximum safe meeting room capacity is reached. All CCDC Board members will attend virtually. Interested members of the public are welcome and are encouraged to attend virtually via the link above.

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



III. CONSENT AGENDA



Paid Invoice Report

For the Period: 11/1/2020 through 11/30/2020

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			
PERSI	Retirement Payment	11/4/2020	24,294.33
EFTPS - IRS	Federal Payroll Taxes	11/4/2020	15,922.90
Idaho State Tax Commission	State Payroll Taxes	11/4/2020	2,327.00
CCDC Employees	Direct Deposits Net Pay	11/4/2020	38,857.08
PERSI	Retirement Payment	11/18/2020	19,370.33
EFTPS - IRS	Federal Payroll Taxes	11/18/2020	15,373.90
Idaho State Tax Commission	State Payroll Taxes	11/18/2020	2,347.00
CCDC Employees	Direct Deposits Net Pay	11/18/2020	39,366.48
Total Payroll Payments:			157,859.02
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	November 2020	441,242.34
Total Cash Disbursements:			\$ 599,101.36

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


 Finance Director

12/4/2020

Date


 Executive Director

12-3-2020
 Date

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3659	Ada County	OCT 2020 #2	October 2020 Master Grou	10/31/2020	12,096.00	63802	11/23/2020
		OCT 2020 #2	October 2020 Surplus Gro	10/31/2020	14,116.50	63802	11/23/2020
Total 3659:					26,212.50		
4126	Agnew Beck Consulting Inc	8696	Old Boise Grove Street Pu	09/30/2020	6,136.00	63803	11/23/2020
Total 4126:					6,136.00		
3885	Berkley North Pacific	60000389	commercial package FY20	10/31/2020	68,870.00	63804	11/23/2020
Total 3885:					68,870.00		
1316	Blue Cross of Idaho	2030200000	Health Insurance - Nov 202	11/01/2020	25,033.54	63801	11/06/2020
Total 1316:					25,033.54		
1385	Boise City Utility Billing	1177 NOV20	848 Main St # 0447416001	11/01/2020	8.42	11796	11/25/2020
Total 1385:					8.42		
4022	Boxcast Inc	B57F3A3-00	storage fees	11/02/2020	17.52	11780	11/24/2020
Total 4022:					17.52		
4082	BVGC Parcel B LLC	1600007194	11th & Front garage CAM e	11/01/2020	2,660.28	11781	11/24/2020
Total 4082:					2,660.28		
3816	Capitol Landscape Inc.	103020	Fall 2020 sidewalk repairs -	10/30/2020	2,505.00	63805	11/23/2020
Total 3816:					2,505.00		
3712	Car Park	FY2020 BON	one-time bonus FY2020	09/30/2020	3,440.00	11789	11/25/2020
		SEPT2020	10th & Front - Grove	09/30/2020	25,969.68	11789	11/25/2020
		SEPT2020	9th & Front - City Centre	09/30/2020	30,417.29	11789	11/25/2020
		SEPT2020	9th & Main - Eastman	09/30/2020	22,154.37	11789	11/25/2020
		SEPT2020	Cap & Front - BLVD	09/30/2020	11,316.38	11789	11/25/2020
		SEPT2020	Cap & Main - Cap Terrace	09/30/2020	26,376.83	11789	11/25/2020
		SEPT2020	Cap & Myrtle - Myrtle	09/30/2020	17,058.83	11789	11/25/2020
		SEPT2020	Cap & Main - Refunds	09/30/2020	915.00	11789	11/25/2020
		SEPT2020	9th & Main - refunds	09/30/2020	1,225.00	11789	11/25/2020
		SEPT2020	10th & Front - Refunds	09/30/2020	840.00	11789	11/25/2020
		SEPT2020	Cap & Myrtle - Refunds	09/30/2020	130.91	11789	11/25/2020
		SEPT2020	Cap & Main - Refunds	09/30/2020	137.09	11789	11/25/2020
		SEPT2020	9th & Front - Refunds	09/30/2020	95.71	11789	11/25/2020
		SEPT2020	Cap & Front - refunds	09/30/2020	51.87	11789	11/25/2020
		SEPT2020	9th & Main - refunds	09/30/2020	119.18	11789	11/25/2020
		SEPT2020	10th & Front - Refunds	09/30/2020	82.74	11789	11/25/2020
Total 3712:					140,330.88		
1556	Caselle Inc.	104939	Contract support - Novemb	11/01/2020	840.00	63798	11/02/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 1556:					840.00		
1595	City of Boise	IN760	WS Amendment Letters	10/31/2020	148.09	63806	11/23/2020
Total 1595:					148.09		
1703	CSHQA	34312	ParkBOI LED Lighting Upg	10/31/2020	7,273.40-	11790	11/25/2020
Total 1703:					7,273.40-		
1838	Elam & Burke P.A.	188136	Ada County Reuse of Parc	10/30/2020	630.00	11791	11/25/2020
		188137	Units 401/102 Civic Partner	10/31/2020	495.00	11791	11/25/2020
		188138	Parking Matters	10/31/2020	945.00	11791	11/25/2020
		188139	Hoffman v. City of Boise	10/31/2020	386.00	11791	11/25/2020
		188140	WS District Amendment	10/31/2020	3,690.60	11791	11/25/2020
		188142	101-0 General	10/31/2020	952.55	11791	11/25/2020
		188143	Legislation	10/31/2020	585.00	11791	11/25/2020
		188144	WS District	10/31/2020	2,180.00	11791	11/25/2020
Total 1838:					9,864.15		
3810	Hummel Architects PLLC	9708	9th & Main Elevator Refurb	10/31/2020	4,455.00	11782	11/24/2020
Total 3810:					4,455.00		
2165	Idaho Power	6607 OCT20	9th St outlets #220040660	10/31/2020	3.90	11795	11/18/2020
		7995 OCT20	9th & State # 2201627995	10/31/2020	3.50	11794	11/17/2020
Total 2165:					7.40		
3900	Idaho Records Manageme	0142066	Records Storage	11/01/2020	89.78	11783	11/24/2020
Total 3900:					89.78		
2186	Idaho Statesman	263244 OCT	Legal Notices	10/31/2020	110.92	63807	11/23/2020
Total 2186:					110.92		
3966	Involta LLC	0054716	Website Hosting Services	11/01/2020	1,347.90	63808	11/23/2020
Total 3966:					1,347.90		
3808	Jed Split Creative	2424	web hosting - ccdcgateway.	10/20/2020	300.00	63809	11/23/2020
		2425	web hosting - map.ccdcbai	10/20/2020	350.00	63809	11/23/2020
Total 3808:					650.00		
4136	Mintify LLC	167	Management Training	10/31/2020	2,000.00	11784	11/24/2020
		167	Management Training FY2	10/31/2020	2,000.00	11784	11/24/2020
Total 4136:					4,000.00		
2774	Pro Care Landscape Mana	35219	Landscape Maintenance -	09/30/2020	315.00	63810	11/23/2020
		35220	Landscape Maintenance -	09/30/2020	196.00	63810	11/23/2020
		35491	Landscape Maintenance -	10/31/2020	70.00	63810	11/23/2020
		35492	Landscape Maintenance -	10/31/2020	60.00	63810	11/23/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		35493	Landscape Maintenance -	10/31/2020	60.00	63810	11/23/2020
		35494	Landscape Maintenance -	10/31/2020	75.00	63810	11/23/2020
	Total 2774:				776.00		
2798	Quadrant Consulting Inc.	11202	Westside Urban Renewal	10/31/2020	3,599.36	11785	11/24/2020
	Total 2798:				3,599.36		
4125	Red Sky Inc	41444	Communication Services	09/30/2020	4,000.00	63811	11/23/2020
	Total 4125:				4,000.00		
3896	Rim View LLC	NOV2020	Monthly Rent and NNN - Tr	11/01/2020	15,250.00	63799	11/02/2020
	Total 3896:				15,250.00		
3796	Scheidt & Bachmann USA I	42427	September 2020 Merchant	09/30/2020	466.06	11786	11/24/2020
	Total 3796:				466.06		
3542	Security LLC - Plaza 121	NOV2020	Office rent - Nov 2020	11/01/2020	13,970.00	63800	11/02/2020
	Total 3542:				13,970.00		
4162	Spray on Solutions Inc	200095-01	Fireproofing Capital and M	10/20/2020	15,200.00	63812	11/23/2020
	Total 4162:				15,200.00		
3974	Stability Networks Inc.	33694	PC for new project manage	10/30/2020	2,155.16	11792	11/25/2020
		33715	IT Services - FY2021	10/31/2020	2,675.00	11792	11/25/2020
		33715	Phone System Support	10/31/2020	85.00	11792	11/25/2020
		33715	AppRiver SecureTide	10/31/2020	90.00	11792	11/25/2020
		33715	Cisco Subscription	10/31/2020	5.84	11792	11/25/2020
		33715	Cloud Backup	10/31/2020	420.00	11792	11/25/2020
	Total 3974:				5,431.00		
3242	Suez Water Idaho	0025 NOV20	437 S 9th St irri #06006688	11/12/2020	36.11	11798	11/30/2020
		2853 NOV20	Eastman office #06000337	11/12/2020	68.98	11797	11/30/2020
		4259 NOV20	516 S 9th St irri #06006391	11/12/2020	47.54	11799	11/30/2020
		8504 NOV20	Grove & 10th #060035756	11/12/2020	85.29	11800	11/30/2020
	Total 3242:				237.92		
4109	Syringa Networks LLC	20339 NOV2	internet & data	11/01/2020	648.23	63813	11/23/2020
	Total 4109:				648.23		
4074	The Potting Shed	18589	Interior Plant Maint.	10/31/2020	65.00	63814	11/23/2020
	Total 4074:				65.00		
3170	Treasure Valley Coffee Inc.	2160:070262	Water & Cooler Rental	11/10/2020	106.00	63815	11/23/2020
	Total 3170:				106.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3233	United Heritage	02014-001 O	Disability insurance - Oct 2	10/31/2020	1,497.44	63816	11/23/2020
Total 3233:					1,497.44		
3486	Urban Land Institute	3774846	ULI Idaho - Emerging Tren	11/03/2020	500.00	63817	11/23/2020
Total 3486:					500.00		
3835	US Bank - Credit Cards	10.26.2020	Recruitment Expenses	10/26/2020	1,228.59	11778	11/13/2020
		10.26.2020	Voice, data & webhosting s	10/26/2020	334.79	11778	11/13/2020
		10.26.2020	Office Supplies	10/26/2020	1,377.45	11778	11/13/2020
		10.26.2020	Computer & Software Supp	10/26/2020	79.98	11778	11/13/2020
		10.26.2020	Dues & Subscriptions	10/26/2020	2,248.90	11778	11/13/2020
		10.26.2020	Personnel Training (Local)	10/26/2020	25.00	11778	11/13/2020
		10.26.2020	Professional Services Gen	10/26/2020	5.95	11778	11/13/2020
		10.26.2020	Street/District Improvement	10/26/2020	309.00	11778	11/13/2020
		10.26.2020	Street/District Improvement	10/26/2020	8.27	11778	11/13/2020
		10.26.2020	Banking & Merchant Fees	10/26/2020	71.80	11778	11/13/2020
Total 3835:					5,689.73		
3864	USI Insurance Services N	3422907	Cap. T D&O - FY2021	10/31/2020	513.28	11779	11/18/2020
		3422907	Cap. T D&O - FY2021	10/31/2020	1,090.72	11779	11/18/2020
		3422911	Cap. T Business Auto - FY	10/31/2020	190.40	11793	11/25/2020
		3422911	Cap. T Business Auto - FY	10/31/2020	89.60	11793	11/25/2020
		3422915	Cap. T Commercial Packag	10/31/2020	12,687.44	11793	11/25/2020
		3422915	Cap. T Commercial Packag	10/31/2020	5,970.56	11793	11/25/2020
		3422920	Cap. T Umbrella - FY2021	10/31/2020	693.76	11793	11/25/2020
		3422920	Cap. T Umbrella - FY2021	10/31/2020	1,474.24	11793	11/25/2020
Total 3864:					22,710.00		
3365	Westerberg & Associates	239	Legislative Advisement Ser	10/30/2020	2,000.00	11787	11/24/2020
Total 3365:					2,000.00		
3374	Western States Equipment	IN001454557	Bldg 8 fire pump inspection	10/20/2020	272.44	63818	11/23/2020
		IN001454575	Bldg 8 generator monthly i	10/20/2020	267.02	63818	11/23/2020
Total 3374:					539.46		
3398	Wright Brothers	18149-002	Westside Urban Park CM/	09/27/2020	19,239.40	63819	11/23/2020
		200066-01	Westside Urban Park CM	10/30/2020	42,511.49	63819	11/23/2020
Total 3398:					61,750.89		
3990	Xerox Corporation	011800204	Copier Lease	10/31/2020	312.55	11788	11/24/2020
Total 3990:					312.55		
4158	Zoom Video Communicatio	INV5136097	video conference service a	11/10/2020	1.04-	63820	11/23/2020
		INV5151942	video conference service 1	11/11/2020	479.76	63820	11/23/2020
Total 4158:					478.72		
Grand Totals:					441,242.34		

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Boise, ID 83702
November 9, 2020

I. CALL TO ORDER:

Board Members appeared remotely, as did Amy Fimbel, Project Manager – Capital Improvements; Todd Bunderson, Senior Development Director; Tiam Rastegar, Trailhead Executive Director; and Ryan Armbruster, CCDC Legal Counsel.

John Brunelle, Executive Director, Ross Borden, Director of Finance & Administration, and Sarah Jones, Executive Assistant, were present at the CCDC physical office location.

There were no members of the public present at the CCDC physical office. It was confirmed that the live streaming service (BoxCast) was working properly, enabling the public to view the live stream.

Present: Commissioner Dana Zuckerman, Commissioner Ryan Woodings, Commissioner Lauren McLean, Commissioner Maryanne Jordan, Commissioner Danielle Hurd, Commissioner Gordon Jones, Commissioner David Bieter; and Commissioner Kate Nelson

Roll call was taken, by Ryan Armbruster, Agency Legal Counsel confirming quorum.

Chairman Zuckerman convened the meeting with a quorum at 12:03 p.m.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes to the agenda.

III. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report - October 2020

B. Minutes and Reports

1. Approval of October 12, 2020 Meeting Minutes

C. Other

1. Approve Resolution #1680 – Westside Urban Park - Jensen Belts DD-CD-CA Amendment No. 1
2. Approve Resolution #1681 – Records Disposition

Commissioner Woodings made a motion to approve the Consent Agenda.
Commissioner McLean seconded

Roll Call:
Commissioner Bieter - Aye
Commissioner Hurd - Aye
Commissioner Jones - Aye

Commissioner Jordan - Aye
Commissioner Mclean – Aye
Commissioner Nelson - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman - Aye

The motion carried 8-0

Commissioner Latonia Haney Keith joined the meeting at 12:05 p.m.

IV. ACTION ITEMS

A. CONSIDER: Resolution #1682 – Approving 11th Street Bikeway Concept Design

Representative for Kittelson & Associate, Nick Foster, appeared remotely.

Amy Fimbel, Project Manager – Capital Improvements, gave a report.

Commissioner Woodings moved to adopt Resolution #1682, approving the Downtown 11th Street Bikeway Concept Design.

Commissioner Bieter seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith: Aye
Commissioner Hurd - Aye
Commissioner Jones – Abstained due to property ownership on 11th Street
Commissioner Jordan - Aye
Commissioner Mclean – Aye
Commissioner Nelson - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman - Aye

The motion carried 8-0

V. INFORMATION/DISCUSSION ITEMS

A. Trailhead Annual Report

Tiam Rastegar, Trailhead Executive Director, gave a report.

B. Participation Program Review

John Brunelle, CCDC Executive Director, gave a report.

C. CCDC Monthly Report

John Brunelle, CCDC Executive Director, gave a report.

VI. MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Woodings to adjourn the meeting. Commissioner Haney-Keith seconded the motion. A roll call vote was taken.

Roll Call:

Commissioner Haney-Keith: Aye

Commissioner Hurd - Aye

Commissioner Jones - Aye

Commissioner Jordan - Aye

Commissioner Mclean – Aye

Commissioner Nelson - Aye

Commissioner Woodings - Aye

Commissioner Zuckerman - Aye

The motion carried 8-0. The meeting adjourned at 1:04 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 14th DAY OF DECEMBER 2020.

Dana Zuckerman, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: Resolution No. 1688 for Amendment No. 2 to SB Friedman Economic Feasibility Agreement for State Street		Date: December 14, 2020
Staff Contact: Matt Edmond	Attachments: Resolution No. 1688	
Action Requested: Adopt Resolution No. 1688 approving Amendment No. 2 to the Professional Services Agreement with SB Friedman Development Advisors for the State Street URD Economic Feasibility Study.		

Background:

CCDC currently has five Urban Renewal Districts (URDs) and is exploring the potential establishment of a sixth district, tentatively known as the State Street District. There are number of circumstances that have prompted consideration of the proposed State Street District. The City of Boise and partner land use and transportation agencies have been planning to accommodate future growth and transportation demand along the State Street corridor since the early 2000's. Early on, the agencies concluded that State Street—as the only major east-west arterial north of the Boise River—could not be feasibly widened to accommodate future traffic demand under the predominantly single-occupant vehicle paradigm that dominates the Treasure Valley. Boise and its partners began working to shift future demand on State Street away from single occupancy and toward transit and other alternative modes of transportation.

The Agency approved a Professional Services Agreement with SB Friedman Development Advisors in 2019 to complete an Economic Feasibility Study – a requirement to establish a new urban renewal district under Idaho law. The original agreement anticipated establishment of a new district at the end of 2020. The longer than originally anticipated timeframe and other considerations have resulted in some additional scope, including updating new developments and sites susceptible to change in the study area, conducting a high-level review of COVID impacts, refining the revenue model, and additional consultant coordination. The cost of this additional scope has put the total cost of the agreement over the Executive Director's independent spending authority.

Fiscal Notes:

This amendment in the amount of \$15,360 puts the total agreement amount to \$104,420. The fee amount is within the project budget approved in the fiscal year 2021 Agency budget.

Staff Recommendation:

Adopt Resolution No. 1688 approving Amendment No. 2 to the Professional Services Agreement with SB Friedman Development Advisors for the State Street URD Economic Feasibility Study.

Suggested Motion:

I move to adopt Resolution No. 1688, approving Amendment No. 2 to the Professional Services Agreement with SB Friedman Development Advisors for the State Street URD Economic Feasibility Study.

RESOLUTION NO. 1688

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE AGENCY AND SB FRIEDMAN DEVELOPMENT ADVISORS, FOR THE STATE STREET URD ECONOMIC FEASIBILITY STUDY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2; 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, based on inquiries and information presented by certain interested parties and property owners, the Agency commenced certain discussions concerning examination of an area along State Street as appropriate for an urban renewal project, to be created in accordance with the provisions of Title 50, Chapters 20 and 29, Idaho Code; and,

WHEREAS, the City Council of the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing to consider the need to establish an urban renewal plan along portions of State Street, and following said public hearing the City adopted its Resolution No. RES-228-19 on June 4, 2019, directing the Agency to commence the preparation of one or more urban renewal plans for a defined area referred to as the State Street Study Area within the City of Boise City; and,

WHEREAS, the Agency has the need for professional services to prepare an economic financial feasibility study and associated analysis for inclusion in the Urban Renewal Plan for the proposed State Street Urban Renewal Area; and,

WHEREAS, in accordance with Idaho Code § 67-2803(4) for hiring certain professional consultant services, the Agency identified SB Friedman Development Advisors to provide the professional services related to analytical and financial consulting; and,

WHEREAS, on August 6, 2019, the Agency and SB Friedman Development Advisors executed a Professional Services Agreement for the preparation of an Economic Feasibility Study of the State Street URD (the "Project") in the amount of \$80,785, and thereafter executed Amendment No. 1 on December 9, 2019, in the amount of \$8,275; and,

WHEREAS, the Agency and SB Friedman Development Advisors find that additional services are needed for the Project in the amount of \$15,360, which, when added to the prior scope and amount authorized by the Executive Director, is a dollar amount exceeding the Executive Director's independent spending authority for professional services, granted to him by Agency Board Resolution No. 1498; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to approve the Amendment 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:

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

Section 2: That Amendment No. 2 to the Professional Services Agreement between the Agency and SB Friedman Development Advisors for the State Street URD Economic Feasibility Study, attached hereto as EXHIBIT A and incorporated herein by reference, is approved to both form and content.

Section 3: That Agency Board hereby authorizes the Executive Director to execute Amendment No 2 to the Professional Services Agreement between Agency and SB Friedman Development Advisors for the State Street URD Economic Feasibility Study for additional professional services in the amount of FIFTEEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$15,360), bringing the combined total for the Professional Services Agreement to One Hundred Four Thousand Four Hundred Twenty Dollars (\$104,420).

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 December 14, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 14, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chairman

ATTEST:

BY: _____
Lauren McLean, Secretary



**SB FRIEDMAN DEVELOPMENT ADVISORS
PROFESSIONAL SERVICES AGREEMENT
STATE STREET URD ECONOMIC FEASIBILITY STUDY**

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day of December, 2020 and is a rider to and forms a part of the original Professional Services Agreement dated August 6, 2019 ("Agreement"), by and between Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC"), and SB Friedman Development Advisors ("CONSULTANT") (individually referred to as "Party" and collectively as the "Parties").

IN CONSIDERATION of the mutual promises contained herein and in the Agreement, Amendment No. 1, and for other good and valuable consideration, acknowledged by each Party to be satisfactory and adequate, CCDC and CONSULTANT hereby agree as follows:

1. All of the terms and conditions of the original Agreement and Amendment No. 1 remain in full force and effect except as expressly modified by this Amendment No. 2.
2. Section 1. "SCOPE OF SERVICES; DELIVERABLES" is hereby amended to add the tasks, services, and deliverables required for the Scope of Services outlined and described in CONSULTANT's Proposal dated November 24, 2020 (Exhibit A) attached hereto and incorporated into this Amendment No. 2 by this reference.
3. Section 3. "TERM OF AGREEMENT" is hereby amended to extend the completion date until December 31, 2021. CONSULTANT shall complete services and deliver work product described in the Scope according to the schedule as indicated in Exhibit A unless an extension is granted in writing by CCDC.
4. Section 5. "AMOUNT AND METHOD OF PAYMENT" is hereby amended to increase the total amount to be paid to CONSULTANT to ONE HUNDRED FOUR THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$104,420) because of the additional Scope of Work described in Exhibit A to this Amendment No. 2. This new contract amount represents an additional FIFTEEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$15,360) for the Scope of Services outlined in Exhibit A.

END OF AMENDMENT | Signatures appear on next page

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment No. 2 with an effective date as of the last date written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
SB FRIEDMAN Development Advisors

BY: _____
John Brunelle, Executive Director

BY: _____
Geoff Dickinson, AICP, Senior Vice President

Date: _____

Date: _____

Exhibits

A: CONSULTANT's PROPOSAL for dated November 24, 2020

Budget Info / For Office Use	
Fund/District	101
Account	5502
Activity Code	18085
PO #	190092
Termination Date	December 31, 2021



November 24, 2020

Mr. Matt Edmond
 Director - Parking & Mobility
 Capital City Development Corporation
 121 N. 9th Street, Suite 501
 Boise, Idaho 83702

Re: Additional Services #2 – State Street Feasibility Study

Dear Matt:

Per our discussion, the long-term nature of the State Street Feasibility Study engagement and COVID-19 have resulted in unexpected scope tasks required to ensure up to date information is included within the State Street Urban Renewal Plan. Additional tasks required include:

- Updating sites susceptible to change to reflect new developments proposed and begun in the last year;
- Conducting a high-level review of the COVID-19 impacts on the Study Area;
- Refining the Revenue Model to reflect new inputs as required;
- Coordinating with MIG to develop a reasonable development scenario for estimating public improvements; and
- Attending monthly coordination calls with CCDC and the rest of the project team.

The table below outlines **all remaining** key tasks and the full remaining estimated budget. Our requested additional fee authorization is the difference between the total estimated professional fees required to complete this engagement and our remaining authorized fee.

Tasks primarily driving the increase requested additional fee are highlighted in orange below:

	Person:	Senior Vice President	Project Manager	Associate
	Rate:	\$255	\$225	\$155
Update Sites Susceptible to Change & Proposed Developments	\$2,140		4	8
Update & Finalize Revenue Model	\$4,060	4	8	8
Review COVID-19 impacts	\$3,550	2	8	8
Assist MIG with estimating a reasonable development scenario	\$2,790	2	6	6
Develop Feasibility Model	\$3,750	3	5	12
Conduct iterative Feasibility Study modeling with CCDC	\$2,030	2	4	4
Prepare Feasibility Study	\$4,340	2	6	16
Attend Monthly Coordination Calls	\$2,880	6	6	COMP
Present Findings to CCDC Board & City Council (Virtual), Attend Prep Calls	\$2,820	4	8	
Total Hours		25	55	62
Total Fee Estimate	\$28,360	\$6,375	\$12,375	\$9,610
Total Professional Fees	\$28,360			
Current Remaining Fee	(\$13,000)			
Requested Additional Fee Authorization	\$15,360			

To authorize up to \$15,360 of additional fees, please sign below and return a copy to us. We will not exceed this additional budget authority without CCDC's written approval.

Please feel free to reach out with any questions.

Sincerely,



Geoff Dickinson, AICP
Senior Vice President



Caren Kay, AICP
Project Manager

Accepted: *Signatures appear on Amendment 2*

Signature	Date
Printed Name	Title



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AGENDA BILL

Agenda Subject: Approval of Change Order No. 1 to the CM/GC Contract with Guho Corp. for the 8 th & Bannock Streetscape Improvements Project		Date: December 14, 2020
Staff Contact: Karl Woods Mary Watson	Attachments: <div>1. Resolution No. 1687</div> <div>2. Change Order No. 1 from Guho Corp.</div>	
Action Requested: Adopt Resolution No. 1687 approving Change Order No. 1 to the CM/GC Contract with Guho Corp. for the 8 th & Bannock Streetscape Improvements Project		

Fiscal Notes:

Change Order No. 1 approves an additional \$180,603 for construction services requested by ACHD, mainly to change asphalt paving to concrete paving on 8th Street between Bannock and State. This change was requested and approved by ACHD. CCDC has an Interagency Agreement (IAA) in place with ACHD, where ACHD will reimburse costs incurred related to the paving. ACHD's reimbursement is tracked within CCDC's accounting system as revenue which zeros out the expense, meaning there is no additional cost to CCDC.

Funding for the 8th & Bannock Streetscape Improvements Project is included in the approved 2020 and 2021 CIPs from the River Myrtle-Old Boise and Westside Urban Renewal Districts.

Guho Corp. Summary

CM: Pre-construction	\$ 54,492	<i>Executed April 22, 2020</i>
GC: Construction GMP	\$ 2,371,204	<i>Executed July 27, 2020 (\$278k cost share)</i>
 Total Guho Contract	 \$ 2,425,696	 <i>As of July 27, 2020</i>
 CO1: Concrete Paving	 \$ 180,603	 <i>Increase for ACHD requested changes</i>
<u>Updated Total Guho Contract</u>	<u>\$ 2,606,299</u>	

Background:

On April 18, 2020, an Interagency Agreement between ACHD and CCDC was finalized to establish the terms for repairing road sections of 8th St. and Bannock St. The agreement states CCDC will construct new sidewalks, parking area, streetscapes and the roadway work within the project and ACHD will reimburse CCDC the cost of the road work which ACHD initially planned to do as part of the 2019 Downtown Boise Implementation Plan. The plan at the time of the agreement was for an asphalt reconstruction. The agreement also permits change orders to be made as long as ACHD reimburses CCDC for any additional roadwork costs attributable to such change orders.

The CM Contract with Guho Corp was approved April 22, 2020, authorizing them to proceed with preconstruction services including estimating, scheduling and constructability review.

Amendment No. 1 to the CMGC contract was approved for Guho Corp on July 27, 2020, authorizing them to proceed with construction for a contract value of \$2,425,696. Of this \$2,425,696, \$278,000 was allocated within the contract value to perform asphalt repaving work on behalf of ACHD through the Interagency Agreement.

Construction was started on the project in August 2020. In September 2020, ACHD staff requested that 8th St. from State St. to Bannock St. be paved with concrete instead of asphalt to greatly reduce future road maintenance as it eliminates the need for chip-sealing or micro-sealing. The concrete pavement section also isn't as deep so lessens the impact to utilities. Guho Corp estimated the increase in cost and ACHD gained approval for the increase from their Budget Committee on September 28, 2020. Although the change in cost is paid for by ACHD through the Interagency Agreement, it affects Guho Corp's contract value. This increase is in excess of the Executive Director's signing authority. Change Order No. 1 will bring Guho Corp's contract value into alignment with the current construction costs.

Staff Recommendation:

In order to bring Guho Corp's contract value into alignment with revised construction scope, Agency staff recommends the Board adopt Resolution No. 1687 approving Change Order No. 1 to the CM/GC Contract with Guho Corp. for construction of the 8th & Bannock Streetscape Improvements Project.

Suggested Motion:

I move to adopt Resolution No. 1687 approving the execution of Change Order No. 1 to the CM/GC Contract with Guho Corp. for the 8th & Bannock Streetscape Improvements Project

RESOLUTION NO. 1687

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 CHANGE ORDER NO. 1 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) AGREEMENT BETWEEN THE AGENCY AND GUHO CORP. FOR CONSTRUCTION OF THE 8TH & BANNOCK STREETSCAPE IMPROVEMENTS PROJECT; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT; 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"), 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, in cooperation with the City of Boise and the Ada County Highway District, the Agency is making certain transformative improvements and enhancements to 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, upon approval of Resolution No. 1641 by its Board of Commissioners on March 9, 2020, the Agency entered into a Construction Manager / General Contractor (CM/GC) Agreement with Guho Corp. for the 8th & Bannock Streetscape Improvements Project ("Project") using the CM/GC construction delivery method; and

WHEREAS, the CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so that the parties to the agreement can best address construction complexities and pertinent financial details, including procurement of materials and buy-out of subcontracts; and

WHEREAS, the Agency entered into an Interagency Agreement with Ada County Highway District on April 18, 2020 to establish the terms for repairing road sections of 8th Street and Bannock Street; and

WHEREAS, Ada County Highway District on October 7, 2020, approved a change to the construction scope, for the substitution of concrete for asphalt, resulting in a construction cost increase of \$180,603; and

WHEREAS, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of "Change Order No. 1" to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, in order to incorporate the changes to the construction scope requested and approved by the Ada County Highway District; and

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Change Order No. 1 and to authorize the Agency's 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 Change Order No. 1 to the Construction Manager / General Contractor construction agreement between the Agency and Guho Corp., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Change Order No. 1 to the Construction Manager / General Contractor construction agreement

with Guho Corp., approving the Guaranteed Maximum Price of TWO MILLION SIX HUNDRED SIX THOUSAND TWO HUNDRED NINETY-NINE DOLLARS (\$2,606,299), consistent with the Board's stated instructions at the December 14, 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 December 14, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 14, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



EXHIBIT A

Change Order

Project: 20-0101-063 2020 Streetscapes CONSTRUCTION

Change Order: 1
Date: 11/30/2020

The Contract is changed as follows:

Change Order #01

Change Request

4	Pedestrian Push Buttons at State St. (ACHD Add)	\$3,403.13
7	ACHD Change 8th Street to Concrete	\$169,991.00
9	New Meyers Cabinet	\$6,120.63
10	Replace Light Pole at State and 8th	\$1,088.31
Total:		\$180,603.07

The original Contract Amount was	\$2,371,204.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$2,371,204.00
The Contract will be increased by this Change Order in the amount of	\$180,603.07
The new Contract Amount including this Change Order will be	\$2,551,807.07

The date of Substantial Completion as of the date of this Change Order therefore is Phase 1 - 1/28/21 Revised Substantial Completion Date
Phase 2 - Plus 10 Days

ARCHITECT

Kimberly C Siegenthaler

(Signature)

Kimberly Siegenthaler

By 12-09-2020

Date

CONTRACTOR

Guho Corp
391 W. State St. Suite G
Eagle, ID 83616

Anthony Guho

(Signature)

Anthony Guho

By 12-8-20

Date

OWNER

CAPITAL CITY DEVELOPMENT CORP
121 N. 9TH STREET, SUITE 501
BOISE, ID 83702

(Signature)

By

Date



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IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Resolution No. 1683 – Home2Suites Public Art Design Concept Recommendation		Date: December 14, 2020
Staff Contact: Brady Shinn	Attachments: 1 - Resolution No. 1683 2 - Boise City Arts & History Memo, dated October 20, 2020 3 - Memorandum of Understanding between Participant and Boise City’s Arts & History department.	
Action Requested: Adopt Resolution No. 1683 approving “The Pale Blue Dot,” designed by Studio Capacitor, is as the public art design concept for installation on the Home2Suites 5 th & Front parking garage and for reimbursement as an eligible expense of the Project		

Background:

The Type 3 Transformative Assistance Participation Agreement for the 5th and Front Hotel and Garage project, known now as Home2Suites, was approved at the May 2018 Board meeting under Resolution #1544. The Second Amendment to the Agreement, approved at the December 2019 Board meeting under Resolution #1631, added \$90,000 for the purposes of public art. The Second Amendment was executed in December 2019.

The Participant has finalized the proposed public art and has received approval from the Boise City's Art and History department. Upon permit approval, fabrication will begin with an anticipated installation in Spring 2021.

See the attached memo from Boise City Arts & History, dated October 20, 2020, for additional information.

The participant reports that the hotel and garage are complete, and has submitted reimbursement cost documentation for review.

Fiscal Notes:

Currently the project value is expected to be \$18,250,000 million for the garage and approximately \$31,000,000 million for the hotel for a total estimated project value of

\$49,250,000. The project is estimated to generate approximately \$2.8 million in tax increment revenue over the life of the district.

Reimbursement for the project's public improvements will be paid using tax increment generated by the project, not including the \$330,000 to be paid upon completion for Front Street streetscapes. With the Second Amendment, the project's Not-to-Exceed is now \$1,568,439. Reimbursement payments from the Agency to the Participant will begin in FY 2022 – as the project's first full year on the tax rolls is FY 2021. With four scheduled reimbursement payments, the project is anticipated to be fully reimbursed of Eligible Expenses by 2025.

Staff Recommendation:

Staff recommends approval of Resolution No. 1683.

Suggested Motion:

Adopt Resolution No. 1683 approving "The Pale Blue Dot," designed by Studio Capacitor, is as the public art design concept for installation on the Home2Suites 5th & Front parking garage and for reimbursement as an eligible expense of the Project

RESOLUTION NO. 1683

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING "THE PALE BLUE DOT," DESIGNED BY STUDIO CAPACITOR AS THE PUBLIC ART DESIGN CONCEPT FOR INSTALLATION ON THE HOME2SUITES 5TH & FRONT PARKING GARAGE, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING AGENCY STAFF TO FORWARD THE RECOMMENDATION TO THE BOISE CITY COUNCIL FOR ITS CONSIDERATION AND APPROVAL; 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, on April 18, 2018, the Agency Board adopted its Resolution No. 1544 approving a Type 3 Participation Agreement with Front Street Investors LLC for reimbursement of certain public improvements related to the construction of the 6th and Front Hotel and Garage Project, later branded as Home2Suites (the "Project"); and,

WHEREAS, on November 19, 2019, the Agency Board adopted its Resolution No. 1631 amending the Type 3 Participation Agreement with Front Street Investors LLC to include public art funding as an eligible expense of the Project so long as the Agency Board could retain the right to approve the artist and the art concept selected for installation on the Home2Suites 5th and Front parking garage; and,

WHEREAS, representatives from the Agency Board and Agency Staff participated with representatives from Front Street Investors LLC and the City of Boise Department of Arts & History to interview artists and thereafter select Studio Capacitor to generate ideas for large-scale public art to be installed on the highly-visible parking garage 6-story stairway wall facing Front Street; and,

WHEREAS, Studio Capacitor's design proposal of "The Pale Blue Dot" has been chosen by City of Boise Department of Arts & History staff and Front Street Investors LLC as its preferred art design for installation on the Home2Suites 5th and Front parking garage; and,

WHEREAS, the Agency Board finds it in the best public interest to approve "The Pale Blue Dot" designed by Studio Capacitor, as the public art design concept for installation on the Home2Suites 5th and Front parking garage; and,

WHEREAS, the Agency Board approves "The Pale Blue Dot" as an eligible expense of the Project subject to the condition that the art, which is to be installed on private property, remain visible to the general public for at least the same length of time that the City is requiring Front Street Investors LLC to maintain the art; and,

WHEREAS, the Agency Board authorizes Agency staff to forward the recommendation to the Boise City Council for its consideration and approval.

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 Pale Blue Dot," designed by Studio Capacitor, is hereby approved as the public art design concept for installation on the Home2Suites 5th & Front parking garage and for reimbursement as an eligible expense of the Project, in accordance with the terms and conditions of the T3 Participation Agreement with Front Street Investors LLC, as amended, subject to the condition that the art remain visible to the general public for at least the same length of time that the City is requiring Front Street Investors LLC to maintain the art.

Section 3: That Agency staff is hereby authorized to forward this recommendation of approval of "The Pale Blue Dot" to the Boise City Council for its consideration and approval.

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



MEMO

TO: Brady Shinn, CCDC Board
FROM: Karl LeClair, Public Art Program Manager
DATE: 10/20/2020
RE: Homes2Suites/5th & Front Parking Garage Public Art

HOMES2SUITES/5TH & FRONT PARKING GARAGE PUBLIC ART PROJECT UPDATE

The public art project as part of the Homes2Suites and 5th & Front Parking garage project is located on the north side of Front Street, bound between 5th & 6th. The project is funded through a participation funding agreement between the Capital City Development Corporation (CCDC) and Front Street Investors, LLC. This project funding and management scenario is the first of its kind involving artist selection, design development, and project facilitation by Boise City Department of Arts & History (A&H), stakeholder input by CCDC and a community-based selection committee, and ownership and maintenance by the project developer.

Artist Selection

Studio Capacitor, a Boise-based public art firm, was selected for the project by a community-based selection committee representing the CCDC Board, Arts & History Commission, Arts & History Advisory Team, Front Street Investors, LLC, and the local arts community.

Design Concept Proposal

The Pale Blue Dot by Studio Capacitor

“‘Pale Blue Dot’ explores an ideal world, in which humanity overcomes personal differences and challenges, changes their individual perspectives, and shares and enjoys the beauty and resources of the world with each other. Drawing from the metaphor of the watering hole, the elemental gathering point for life immemorial; a common shared resource that is instinctively felt. The work further alludes to the natural hot springs of Idaho and the unspoken social rules of community that shape their use and care. The title references the famous photo taken of earth by the Voyager 1 spacecraft as it left our solar system, and the romantic and somber reflections of the photograph's significance by the astronomer Carl Sagan. ”

The artwork will serve as an iconic artwork with immediately recognizable features of people in action and will be readable for drivers and pedestrians. It is an artwork with a deeper meaning relating to our basic needs as animals, as people, as explorers of our local environment and as stewards of the planet itself. It is an optimistic artwork, a message to the future generations that even in these historic times of division and strife there is still hope of an inclusive and collaborative world for all people.

Pale Blue Dot will be constructed from Alucobond, an architectural cladding material which is a top industry rated, weather resistant material. Alucobond is available in a wide variety of colors and the artists have selected an iridescent blue to represent water as the source of life, a unifying palette of all figures and to serve as visual attractor to catch the attention of passersby.



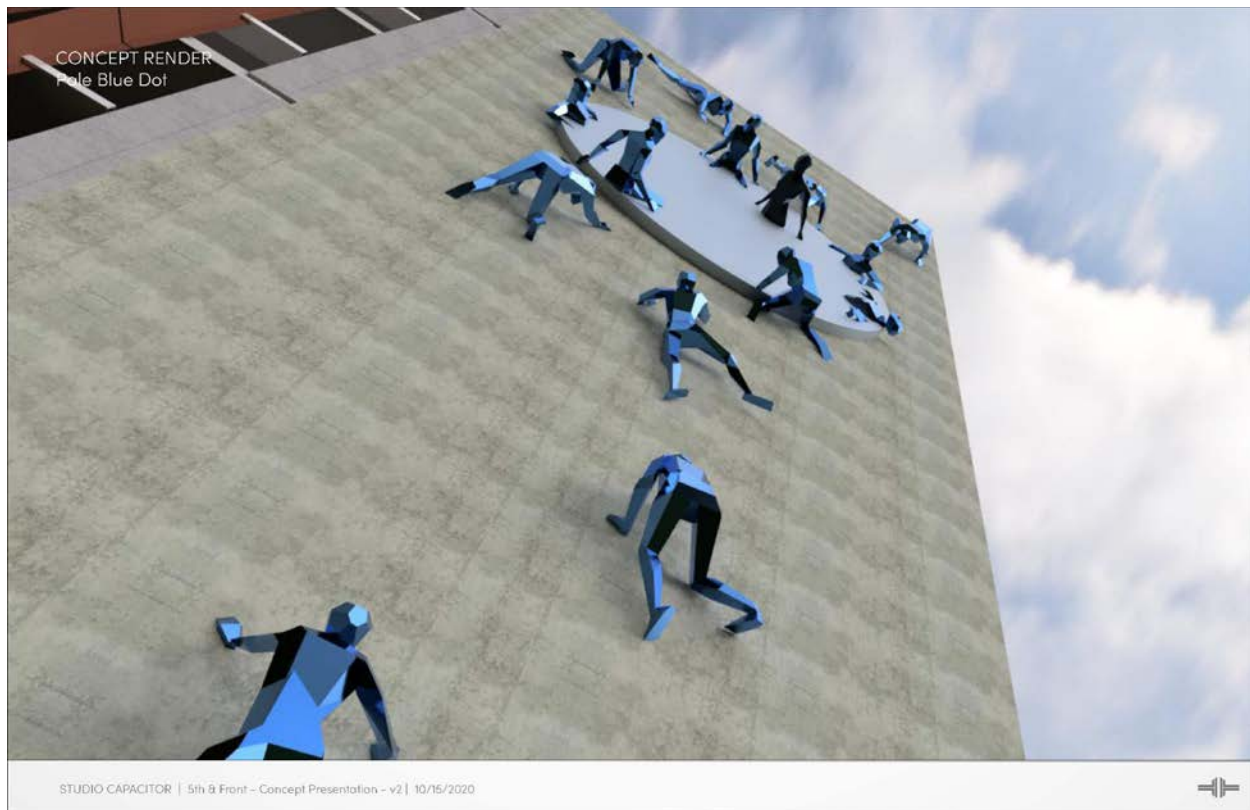


STUDIO CAPACITOR | 5th & Front - Concept Presentation - v2 | 10/15/2020



STUDIO CAPACITOR | 5th & Front - Concept Presentation - v2 | 10/15/2020





Background

In 2018, CCDC and A&H staff began collaborating on a new model for public art to be considered for participation funding as part of new private development through CCDC's Participation Program. A process was identified whereby CCDC enters into agreement with the private developer to identify eligibility of available participation funding for public-facing public art projects as part of new development. With the available budget identified, the developer coordinates with A&H Public Art staff to identify appropriate project parameters, develop an artist RFQ, review artist applications, serve on a community-based selection panel, and contracts with the selected artist. A&H Public Art staff facilitate approvals of the artists selection, design development, and design approvals through normal City of Boise channels. The developer contracts directly with the artist to identify scope of work, payments, timeline, handling of intellectual property rights, and ownership. In parallel, the City of Boise enters into a maintenance agreement with the developer, to ensure the artwork is properly cared for, and the public benefit of the use of CCDC funding is maintained. This allows for artworks to be placed on private property as long as the public has unobstructed access. At the completion of the project, the artwork is owned and maintained by the developer/property owner.

This project is the first of its kind and began in 2019 with discussions between CCDC, Front Street Investors, LLC, and A&H. Public Art staff reviewed the development plans for the Homes2Suites and public parking garage and identified multiple options for



including public art with corresponding budget recommendations. The options were reviewed by CCDC and Front Street investors who identified the Front Street facing, parking garage stairway wall as the most prominent and suitable location to include a public art project. The high visibility along Front and 5th Streets and location on the public parking facility made this location an ideal fit. A budget of \$90,000 was identified as being eligible for the project and the CCDC amended the participation agreement with Front Street Investors, LLC to reflect the expectations of the funding and the project.

A&H staff used the location parameters and available budget to develop an artist RFO which was released in early 2020. The RFO asked artists to create develop a work of art which serves to address the 6-story tall wall and address pedestrian, cycle, and vehicle-based viewers. The theme was left generally open but artwork must be appropriate for all members of the community and contribute to the cultural understanding our Boise. A total of 5 applications were received through the RFO and 3 artists and artist teams were selected as finalists, to be interviewed by the selection committee. The 3 artists and teams were local to Boise and were individually interviewed by the selection committee to learn more about working practice, materials, fabrication, design process, and general approach to a project of this scale and scope. At the close of the interviews, Studio Capacitor was selected due to their professional presentation, experience in large-scale design and fabrication projects, and their open approach to a collaborative design phase.

The selection of Studio Capcitor was approved by the community-based selection committee and the A&H Commission in August 2020 and from that time, the artist team has collaborated with A&H Public Art staff and Front Street Investors, LLC on design development. An initial package of two design proposals were presented in September 2020, but rejected due to issues of concept, content, and integration with the architectural design. A second design proposal was presented in October 2020, The Pale Blue Dot. The design has been approved by A&H Public Art staff and the Front Street Investors, LLC.

Next Steps

Upon review by CCDC, the design proposal will be sent for review and approval by City Council. Pending approval, the project will move through design development, engineering and will be submitted and approved, by permit, through City of Boise Planning and Development Services. Upon permit approval, fabrication will begin with an anticipated installation in Spring 2021.



PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on December 14, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 14, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

BY: _____
Dana Zuckerman, Chair

BY: _____
Lauren McLean, Secretary

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF BOISE
CITY AND FRONT STREET INVESTORS, LLC**

This Memorandum of Understanding (“MOU”) is entered into by the city of Boise City (“City”) and Front Street Investors, LLC (“Developer” and together as “Parties”) for development of a public art project to be located at or about South 6th Street and West Front Street in Boise, Idaho.

RECITALS

WHEREAS, the Developer intends to construct a mixed-use development (the “Project”) at or about the corner of South 6th Street and West Front Street within the city of Boise City;

WHEREAS, the Developer entered into a participation agreement with the Capital City Development Corporation (“CCDC”), the urban renewal agency for the city of Boise City, in order to receive reimbursement for the development and construction of various public amenities associated with the Project;

WHEREAS, the Developer and CCDC amended the participation agreement in order to reimburse the Developer for the integration of a public art piece as part of the Project;

WHEREAS, the Developer recognizes that the Boise City Department of Arts and History (“Department”) is uniquely qualified to assist in the selection and development of public artwork.;
and

WHEREAS, The Developer desires to engage the Department for the purpose of conducting the selection process for an artist to develop the public artwork which is subject to reimbursement by CCDC.

NOW, THEREFORE, the Parties agree as follows:

1. Developer agrees to participate in the Department's selection process for the selection of the artist and the development of the artwork. The Department will keep the Developer informed regarding the selection process and will ensure that the Developer is able to participate throughout the selection process.
2. Once the selection process has concluded, the Developer shall engage the artist to begin development of the artwork for the Project. Neither the City nor Department shall be a party to that contract.
3. The Parties agree that the City will play a limited role developing the artwork. This role includes a general undertaking of the process by which public art is selected and developed, communicating with the artist, and other general issues related to the development of public art.
4. The Parties are and shall at all times be considered independent parties and neither the City or Developer, or any officer, employee, or agent thereof will be deemed an employee or agent of the other.
5. The Developer agrees that the City is not, nor will be at any future point in time, the owner of the artwork. Additionally, the City shall not be responsible for any maintenance or repair to the artwork. Ownership and maintenance of the artwork shall be agreed upon by the Developer and artist by separate agreement.
6. The Developer is responsible for implementing and executing a maintenance plan to maintain the artwork. Maintenance shall be conducted regularly and as needed in order to maintain the public art in good condition for a minimal period of five years or the reasonable lifespan of the artwork, whichever is longer, commencing from the installation of the artwork. Additionally, during this period, for the public benefit, the Developer must keep the artwork

visible, unobstructed from all visual and physical obstructions other than natural tree growth, and accessible to the public.

7. This Memorandum of Understanding by and between the City of Boise City and Front Street Investors, LLC replaces the previous Memorandum of Understanding of the same title signed by the parties on August 28, 2020.

City of Boise City:

Signature

Name

Title

Date

Front Street Investors, LLC:

Signature

Name

Title

Date



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AGENDA BILL

Agenda Subject: Resolution No. 1685 Approving Cost Share Permit/Type 4 Participation Agreement with ACHD for Streetscape Elements on State Street between 11 th Street and 14 th Street		Date: December 14, 2020
Staff Contact: Matt Edmond	Attachments: 1) Resolution No. 1685	
Action Requested: Adopt Resolution No. 1685 approving ACHD Cost Share Permit No. 42 for installation of certain streetscape elements along State Street between 11 th Street and 14 th Street as part of ACHD Project No. 519044.		

Background:

ACHD is planning to resurface and/or reconstruct State Street from 1st Street to 16th Street as part of the Downtown Boise Implementation Plan (DBIP). CCDC and City of Boise staff have been in discussions with ACHD staff since late 2019 on improvements subject to a cost share agreement that could be included with the project. After significant discussion, CCDC and City of Boise staff are in agreement that the following improvements are the most appropriate to include as part of the ACHD project:

- Fiber-optic conduit bank and vault system on the south side of State between 8th Street and 14th Street (Resolution 1686)
- Suspended pavement systems (Silva cells) on both sides of State Street, as well as tree grates, irrigation, historic street lights and scored concrete furnishing zone from 11th Street to 14th Street. CCDC, in consultation with the City of Boise, will be responsible for contracting the installation of street trees.

Installation of Silva cells and street trees on both sides of State Street between 11th and 14th will allow this section of State Street to retain and expand street trees in this section with the new 5-lane configuration being built by ACHD. Currently, State Street goes from 5 lanes at 15th Street to 4 lanes at 14th Street and retains a 4-lane configuration until the State Capitol at 8th Street. The four lane configuration within the 80 foot wide right-of-way for the most part allows the placement of street trees inside a planting strip, although they are intermittent with significant gaps between 12th and 14th Streets. Part of the ACHD project scope for State Street includes adding a fifth lane between 12th and 14th Streets; this lane will allow construction of pedestrian refuge islands at 12th and 14th Streets and a center turn lane in between. Unfortunately, a 5-lane roadway within an 80 foot right-of-way leaves insufficient right-of-way behind the curb for street trees in a planting strip and detached sidewalk. Installing Silva cells, however, can facilitate placement of street trees along this section in a buffer zone as narrow as 5 feet.

Street trees, tree grates, irrigation, historic street lights, and scored concrete furnishing zone should be installed concurrently with the Silva cells to complete the streetscape and protect the Silva cells from being damaged.

Under the proposed cost share agreement, ACHD would bid and contract for these improvements (not including trees) to be constructed as part of its roadwork project, and CCDC would reimburse ACHD for the improvements based on actual costs and contract directly for the installation of street trees

Fiscal Notes

Staff estimates the cost of design to be approximately \$70,000. The cost of installing Silva cells, tree grates, irrigation, historic street lights and scored concrete furnishing zone from east of 12th Street to 14th Street (approximately 5 block faces) is estimated to be approximately \$1,050,000. The total construction costs would be reimbursed based on actual costs as determined by bid results and subsequent construction of the project. Construction is scheduled for 2022.

Next Steps:

- December 2020:
 - CCDC and ACHD execute Cost Share Permit for streetscape work
 - CCDC, ACHD & City of Boise execute Interagency Agreement for conduit work
- Mid-2021: Design complete, final engineer's estimate available
- August 2021: CCDC adopts FY2022 budget, including funding for this project
- Winter 2021/2022: Project bidding and contract award
- 2022: Project construction, ACHD invoices CCDC per terms of agreement

Staff Recommendation:

Adopt Resolution No. 1685.

Suggested Motion:

I move to adopt Resolution No. 1685 approving ACHD Cost Share Permit No. 42 for installation of certain streetscape elements along State Street between 11th Street and 14th Street as part of ACHD Project No. 519044.

RESOLUTION NO. 1685

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE A COST SHARE AGREEMENT BETWEEN THE AGENCY, THE ADA COUNTY HIGHWAY DISTRICT, AND THE CITY OF BOISE FOR SHARED CONSTRUCTION COSTS OF ACHD PROJECT #519044 AND ANY NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE ACTIONS CONTEMPLATED BY THE COST SHARE AGREEMENT SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE COST SHARE AGREEMENT OR AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

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

WHEREAS, 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, ACHD is planning to resurface and/or reconstruct State Street from 1st Street to 16th Street, including the widening of State Street from four lanes to five lanes between 11th Street and 14th Street, and such widening within the existing right-of-way would eliminate the possibility of street trees along this section of State Street without the employment of a suspended pavement system; and,

WHEREAS, it is the preference of the Agency and the City of Boise, and in accordance with Boise Downtown Design Standards and Guidelines, to have street trees along all downtown streets; and,

WHEREAS, the Agency Capital Improvement Plan has resources programmed in FY2022 for streetscape improvements and conduit along State Street between 8th Street and 14th Street; and,

WHEREAS, the Ada County Highway District ("ACHD") will begin design work upon approval of this agreement to reconstruct State Street from 11th Street to 14th Street with inclusion of concrete sidewalks, tree grates, suspended pavement systems, pressurized irrigation, and historic street lights, all within the Westside District; and,

WHEREAS, in order to partner with ACHD in these improvements, ACHD has agreed to design the project if the Agency and the City of Boise enter into a cost share agreement to pay the additional construction costs associated with the particular streetscape improvements; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to authorize the Agency Executive Director to execute the Cost Share Agreement on behalf of the Agency for construction of the Project.

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 Cost Share Permit, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same are hereby approved.

Section 3: That the Agency Executive Director is authorized and directed to execute the Cost Share Permit for the construction project on State Street (ACHD Project #519044) with the Ada County Highway District and the City of Boise and all necessary documents required to implement the actions contemplated by the Cost Share Permit; and further, any necessary technical changes to the Cost Share Permit or ancillary documents are acceptable upon advice from Agency legal counsel that said changes are consistent with the provisions of the Permit and the comments and discussions received at the December 14, 2020, Agency Board meeting; and further, the Agency is authorized to appropriate any and all funds contemplated by the Cost Share Permit and to perform any and all other duties required pursuant to said Permit.

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 December 14, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 14, 2020.


URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

**ADA COUNTY HIGHWAY DISTRICT
COST SHARE PERMIT**

	3775 Adams Street Garden City Idaho 83714 Phone (208) 387-6280 Facsimile (208) 387-6289	ACHD Contact Person: Name: Cody Homan 3775 Adams Street Garden City Idaho 83714 Phone: (208) 387-6109
Date of Permit: _____, 2020	ACHD Project No.: 519044	Permit No.: 042

Capitalized terms that are not defined in this Permit shall have the meanings given to them in the
ACHD Cost Share Ordinance No. 215.

I. PARTNERING AGENCY INFORMATION

This permit is granted to:	Partnering Agency Contact Person:
Capital City Development Corporation (“CCDC”) 121 N. 9 th St., Suite 501 Boise, Idaho 83702	Matt Edmond 121 N. 9 th St., Suite 501 Boise, Idaho 83702 Phone: (208) 384-4264 Email: medmond@ccdcb Boise.com
City of Boise City (the “City”) 150 N. Capitol Boulevard P.O. Box 500 Boise, Idaho 83701-0500	Zach Piepmeyer Planning and Development Services 150 N. Capitol Boulevard P.O. Box 500 Boise, Idaho 83701-0500 Phone: (208) 384-3990 Email: zpiepmeyer@cityofboise.org

As used herein, the term “**Partnering Agency**” shall collectively refer to both CCDC and the City.

II. ROAD PROJECT AND APPROVED NON-TRANSPORTATION COMPONENTS

Name/Location of ACHD Road Project:

2020 Downtown Boise Implementation, ACHD Project #519044, as depicted in the 50% Design plan sheets attached hereto and incorporated herein as Exhibit A.

Approved Non-Transportation Components:

Pursuant to this Permit, ACHD authorizes, and, as a condition of issuing this Permit, requires, the following Non-Transportation Components:

(1) Design, Construction, and Perpetual Maintenance of Streetscape Elements. ACHD authorizes and requires the design, construction, and perpetual maintenance of streetscape elements such as tree grates, suspended pavement systems (aka silva cells), concrete sidewalk/paving, street furnishings and a pressurized irrigation system (the “**Streetscape Elements**”) along State Street between 11th Street and 14th Street.

(2) Design, Construction, and Perpetual Maintenance of Street Trees. ACHD authorizes and requires the design, construction, and perpetual maintenance of street trees (the “**Trees**”) along State Street between 11th Street and 14th Street.

(3) Design, Construction, and Perpetual Maintenance of Historic Street Lighting. ACHD authorizes and requires the design, construction, and perpetual maintenance of historic street lighting (the “**Historic Lighting**”) along State Street between 11th Street and 14th Street.

In accordance with Ordinance 215, the foregoing Streetscape Elements, Trees, and Historic Lighting are referred to herein as the “Non-Transportation Components.”

III. ACQUISITION OF RIGHT-OF-WAY

Conditions of acquisition/contribution of real property by Partnering Agency and/or reimbursement to ACHD by Partnering Agency for acquisition of real property:

ACHD has already acquired or is in the process of acquiring right-of-way adequate for the Non-Transportation Components. Therefore, the acquisition of real property is not required of Partnering Agency.

IV. DESIGN OF NON-TRANSPORTATION COMPONENTS

Party responsible for obtaining plans/design for Non-Transportation Components:

ACHD shall be responsible for designing the Non-Transportation Components according to adopted City of Boise streetscape standards, historic street light policy and design standards, and City of Boise supplements to the ISWPC, except for the Trees. CCDC shall be responsible for obtaining ACHD and City approval of the plans/designs for the Trees.

If Partnering Agency is responsible for providing plans/designs, deadline for submitting plans/designs to ACHD for approval:

CCDC shall submit the plans/designs of the Trees and receive approval from ACHD’s Traffic

Department and Stormwater Department as to the plans/designs prior to installation.

Additional conditions: All designs/plans submitted by CCDC will comply with (i) established engineering standards, including the Idaho Standards for Public Works Construction (ISPWC); (ii) the American Association of State Highway and Transportation Officials ("AASHTO"); (iii) the Cost-Share Ordinance No. 215; (iv) all adopted ACHD rules, regulations, and policies; and (v) all state and federal laws. No designs shall be considered final until they are approved in writing by ACHD. Any modifications to the deadlines set forth above must be approved in writing by ACHD. By approving such designs/plans, ACHD assumes no responsibility for any deficiencies or inadequacies in the design or construction of the Non-Transportation Components to the extent such Non-Transportation Components were not designed or constructed by ACHD.

Allocation of design costs for Non-Transportation Components (including, if applicable, any credits provided to Partnering Agency and application of any federal funding) and time for reimbursement, if applicable:

CCDC shall be solely responsible for all design costs for the Non-Transportation Components. CCDC shall receive no credits in connection with the design costs for the Non-Transportation Components. As ACHD was already planning to construct a 5-foot wide detached sidewalk, with a 4-foot wide buffer between the curb and sidewalk, and a seepage bed in this location, Partnering Agency shall not be responsible for design costs associated therewith.

CCDC shall reimburse a percentage of each invoice from the ACHD design consultant after design of the Non-Transportation Components has begun. This percentage, to be established by mutual agreement of CCDC and ACHD, shall be based on a rough estimate of construction costs for the Non-Transportation Components compared to a rough estimate of construction costs for the total Road Project.

In the event that CCDC elects to remove the Non-Transportation Components from the Road Project following its execution of this Permit, CCDC shall be responsible for the design costs incurred by ACHD due to such removal.

Payment by CCDC shall be made to ACHD within 30 days, or as soon thereafter as financially feasible upon request of CCDC to ACHD which consent shall not be unreasonably withheld, following submission of an invoice by ACHD to CCDC identifying such charges.

V. CONSTRUCTION OF NON-TRANSPORTATION COMPONENTS

Description of construction work approved by ACHD to be completed by Partnering Agency (if applicable): (In addition to description, refer to designs and plans attached to this Permit as Exhibits, if applicable. If designs and plans are not complete at the time of issuance of this Permit, they must be approved in writing by ACHD and shall be incorporated into this Permit.)

ACHD shall construct the Non-Transportation Components, except for the Trees, which shall be installed by CCDC. The City shall have the right and authority to inspect the construction of all

Non-Transportation Components and to work directly with the Contractor to resolve any issues relating in any way to the Non-Transportation Components.

If Partnering Agency is responsible for all or a part of the construction of the Non-Transportation Components:

a. Date for submitting Partnering Agency's contractors and engineers to ACHD for approval: Not applicable due to the nature of the construction.

b. Date for submitting Partnering Agency's contractors' and engineers' estimates to ACHD for approval: Not applicable due to the nature of the construction.

c. Date for submitting Partnering Agency's contractors' and engineers' contracts to ACHD for approval: Not applicable due to the nature of the construction.

Any modifications to the deadlines set forth above must be approved in writing by ACHD.

Allocation of construction costs for Non-Transportation Components, reconstruction costs of Transportation Components necessitated by the incorporation of Non-Transportation Components into the Road Project, ACHD construction, maintenance, administration, and overrun costs (including, if applicable, any credits provided to Partnering Agency and application of any federal funding), and time for reimbursement, if applicable:

CCDC shall be solely responsible for all construction costs of the Non-Transportation Components. CCDC shall reimburse ACHD for the actual cost of all materials used, the cost of the relocation of any utilities necessitated by the Non-Transportation Components, and any other costs associated with the construction and installation of the Non-Transportation Components. As ACHD was already planning to construct a 5-foot wide detached sidewalk, with a 4-foot wide buffer between the curb and sidewalk, and a seepage bed in this location, CCDC shall not be responsible for construction costs associated with the sidewalk, and ACHD shall credit CCDC the estimated construction costs of the originally planned seepage bed system or the amount the suspended pavement system reduces the size of the seepage bed based on the 50% Design plan sheets attached hereto and incorporated herein as Exhibit A and the award bid item costs. CCDC additionally shall not be responsible for the cost of the relocation or adjustment of any utilities due to the suspended pavement or due to the improvements depicted in Exhibit A.

Payment by CCDC shall be made to ACHD within 30 days, or as soon thereafter as financially feasible upon request of CCDC to ACHD which consent shall not be unreasonably withheld, following submission of an invoice by ACHD to CCDC identifying such charges.

Additional conditions:

1. CCDC shall reimburse ACHD five percent (5%) of CCDC's construction costs as payment toward the additional costs incurred by ACHD, including overhead and benefits, and project administration costs which include but are not limited to: public advertisement of the Project, supplying bid plans, supplying construction plans, preparing and holding the preconstruction meeting, generating monthly pay estimates and paying the Contractor, preparing change orders, general construction project oversight and

maintaining construction project files.

2. CCDC shall reimburse ACHD for mobilization, traffic control, flagging, detours, and weekly meetings on a prorated basis. The prorated basis for the above items shall be calculated using the percentage of CCDC's construction costs as they relate to the total Road Project construction costs.

3. CCDC shall reimburse ACHD for any additional costs to ACHD over and above costs specifically enumerated herein, where such costs are attributable to the installation, adjustment, relocation, or abandonment of the Non-Transportation Components or to the removal of any or all items from the construction contract for the Road Project.

Relocation of utilities to be completed by CCDC (if any):

CCDC shall be solely responsible for the cost of relocating any utilities required in connection with the placement, incorporation, or construction of the Non-Transportation Components.

Storm water provisions (if applicable):

Upon a determination by ACHD that the incorporation into the Road Project of CCDC's Non-Transportation Components will have an adverse effect on storm water quantity or quality, CCDC shall be solely responsible for either mitigating or funding the mitigation of any such adverse effects in a means determined by or acceptable to ACHD.

Schedule for completion of Road Project:

At this time, ACHD's schedule for completion of the Transportation and Non-Transportation Components of the Road Project completion is unknown, but estimated to be Fall 2022. The deadline for CCDC's installation of the Trees is the soonest planting season after substantial completion of the Road Project, unless otherwise approved by ACHD.

VI. MAINTENANCE OF NON-TRANSPORTATION COMPONENTS

Maintenance requirements of Non-Transportation Components by City:

The City shall be, and is hereby, granted a non-exclusive, revocable license to maintain, repair, and replace the Streetscape Elements, subject to the provisions of this Permit and during the term of this Permit, and subject to the Master License Agreement for Regulation and Control of Green Stormwater Infrastructure Facilities in the Greater Downtown Boise Area between City and ACHD dated May 24, 2016 (the "GSI Agreement")

The City shall be, and is hereby, granted a non-exclusive, revocable license to maintain, repair, and replace the Trees and Historic Lighting, subject to the provisions of this Permit and during the term of this Permit.

Pursuant to the foregoing, the City shall cause its Non-Transportation Components to be operated and maintained in good functioning order during the term of this Permit, in accordance

with applicable law, the approved designs/plans, the City's landscape and irrigation standards and specifications, and industry standards. This obligation includes, without limitation, City's maintenance of suspended pavement systems to allow for adequate infiltration and treatment, grass and lawn care, pruning or replacement of trees and shrubs, replacement of gravel, maintenance of street lights, maintenance of tree grates, maintenance of miscellaneous street furnishings, clean-up of litter and debris, weed removal, and application for shrubs, trees, and groundcover, as applicable, provided that the City's obligations with respect to any Facilities, as that term is defined in the GSI Agreement, shall be governed by and limited to the terms of the GSI Agreement. Any replacement and/or installation by Partnering Agency of additional improvements shall be accomplished in accordance with designs, plans, and specifications approved in advance and in writing by ACHD, in its discretion, and as required to satisfy applicable laws, its policies, and good engineering and landscaping practices.

Additional conditions:

- 1. This Permit does not extend to Partnering Agency the right to use any part of the ACHD Road Project area to the exclusion of ACHD for any use within its jurisdiction, authority, and discretion or of others to the extent authorized by law.*
- 2. In accessing any part of the Road Project that has been accepted as an open public highway (as the term "highway" is defined in Idaho Code Section 40-109(5)), Partnering Agency's authorized use is subject to the rights of the public to use the highway.*
- 3. The rights granted hereunder are subject to and subordinate to the rights of holders of easements of records and the statutory rights of utilities to use the right-of-way.*
- 4. This Permit does not preclude or impede the ability of ACHD to enter into or grant easements or license agreements allowing third parties to access the Road Project area, or the ability of ACHD to redesign, reconstruct, relocate, maintain, and improve the Road Project and right-of-way as it determines necessary, in its sole discretion.*
- 5. In consideration of the license granted by this Permit, Partnering Agency expressly covenants and agrees that the license granted herein is temporary and merely a permissive use of the ACHD right-of-way pursuant to the terms of this Permit. Partnering Agency assumes the risk that the license granted herein may be terminated before Partnering Agency has realized the economic benefit of the cost of installing, constructing, repairing, or maintaining the Non-Transportation Components, and by signing and accepting this Permit, Partnering Agency hereby waives and estops itself from asserting any claim, including damages or reimbursement, that the license is in any way irrevocable because Partnering Agency has expended funds on the Non-Transportation Components and the Permit has not been in effect for a period sufficient for Partnering Agency to realize the economic benefit from such expenditures.*
- 6. In the event Partnering Agency fails to replace, repair, maintain, and care for the Non-Transportation Components, ACHD shall have the following remedies in addition to any other recovery in law or in equity, provided that ACHD first gives Partnering Agency 30 days' notice and Partnering Agency fails to remedy such failure: (i) ACHD may revoke this Permit; (ii) ACHD may replace, maintain, and/or care for the Non-Transportation Components, and Partnering Agency shall reimburse ACHD fully for all associated costs; (iii) ACHD may remove, alter, redesign, or reconstruct the Non-Transportation Components or any part of the ACHD Road Project (including without limitation the right-of-way), or in the case of landscaping, replace the Non-Transportation Components with hardscape, and Partnering Agency shall reimburse ACHD fully for all associated costs; and (iv) ACHD may refuse to issue any*

further Cost Share Permits or any other permits for future ACHD Road Projects until Partnering Agency complies with the conditions of the Permit. In addition, in the event of an emergency caused by Partnering Agency's failure to perform required maintenance, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, and Partnering Agency shall reimburse ACHD fully for all associated costs.

VII. TERM

Term of Permit:

Perpetual, until terminated or revoked pursuant to the provisions of this Permit.

Upon termination or revocation of this Permit, upon the request of ACHD, Partnering Agency will either, as directed by ACHD, (i) promptly remove the Non-Transportation Components and restore the underlying area to at least the condition present as of the date of this Permit, repairing and restoring all portions of ACHD's right-of-way and personal property, if any, that are damaged during such removal activities; or (ii) reimburse ACHD for its cost of redesigning, replacing, and/or reconstructing the right-of-way underlying the Non-Transportation Components. Any portion of the Non-Transportation Components that remain in ACHD right-of-way 90 days after the termination or revocation of this Permit shall be deemed abandoned, and ACHD shall have the right to remove them or redesign, replace, and reconstruct the right-of-way underlying them and charge all costs to Partnering Agency.

VIII. ADDITIONAL PROVISIONS APPLICABLE TO PROJECT

Additional provisions:

This Permit provides the terms upon which the incorporation of the Non-Transportation Components into the Road Project is approved and supersedes any conflicting terms in CCDC's Cost Share Application.

IX. GENERAL CONDITIONS OF PERMIT

1. This Permit is issued conditioned upon Partnering Agency's compliance with ACHD's Cost Share Ordinance No. 215 and all certifications made by Partnering Agency pursuant to this Permit.
2. This Permit is subject to the provisions of state and federal law and ACHD's Cost Share Ordinance No. 215, in effect as of the date of issuance of this Permit (the "Applicable Law"). In the event of any conflict between this Permit and Applicable Law, Applicable Law shall govern. In the event that any part of the obligations of Partnering Agency or of ACHD in connection with the Road Project are determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining obligations of Partnering Agency set forth in this Permit shall still be applicable. Future amendments and restatements of the Cost Share Ordinance shall not be

applicable to this Permit.

3. If any portion of the ACHD Road Project (including without limitation any portion of the right-of-way) is damaged as a result of Partnering Agency's action or inaction with regard to the construction, operation, and/or maintenance of the Non-Transportation Components or the failure or neglect to construct, operate, and/or maintain the Non-Transportation Components, then Partnering Agency shall, at its sole cost and expense, correct such deficiency and restore the area to the same condition it was in prior thereto, and if Partnering Agency or its successors or assigns shall fail or neglect to commence such correction and restoration within 24 hours of notification thereof, ACHD may proceed to do so, in which event Partnering Agency shall reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.
4. Partnering Agency shall be liable to ACHD for any and all damages, fines, fees, obligations to third parties, costs, expenses, attorney fees, or any other liabilities whatsoever resulting from Partnering Agency's failure to comply with any provision of this Permit and/or Cost Share Ordinance No. 215. Without limiting the foregoing in any manner, in the event Partnering Agency fails to comply with any provision of this Permit, then following any applicable notice and opportunity to cure set forth herein, ACHD shall have the right, in addition to all other rights and remedies elsewhere in this Permit, to redesign, replace, and/or reconstruct the Non-Transportation Components and/or the right-of-way underlying the Non-Transportation Components, and in such event, Partnering Agency shall reimburse ACHD for all associated costs. The obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason.
5. Partnering Agency may delegate any of its responsibilities hereunder to any third party so long as it gives prior written notice to ACHD that specifies in detail what responsibilities are being delegated and identifies the third party. Notwithstanding any delegation to a third party, Partnering Agency shall remain and shall be ultimately responsible for the third party's compliance with the terms of this Permit, and no delegation shall absolve Partnering Agency of any duties or obligations of this Permit in any way. In addition, Partnering Agency fully assumes all legal risks of determining whether any such delegation is proper under applicable law and/or regulations, and shall not be absolved of any responsibilities under this Permit if it is unable to complete or maintain any such delegation for any reason.
6. Partnering Agency will protect, defend, indemnify, and hold ACHD and its officers, directors, employees, members, and agents harmless from and against any and all liability, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or out of any acts or omissions of Partnering Agency, its agents, or contractors related to or in connection with the Non-Transportation Components and the exercise of any privileges or performance of any obligations by Partnering Agency pursuant to the terms of this Permit. Partnering Agency's obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason. Notwithstanding anything contained herein to the contrary, the liability of Partnering Agency is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to Partnering Agency as a political subdivision of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.
7. In the event the Non-Transportation Components will or may necessitate future maintenance,

repair, relocation, or replacement that is not the subject of this Permit, ACHD shall in its discretion issue Partnering Agency an amended or an additional Cost Share Permit to perform such work.

8. ACHD shall at all times have the right to relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project. ACHD will use its best efforts to advise Partnering Agency of any anticipated actions within the Road Project that would be likely to cause a relocation, modification, or other adaptation of any of the Non-Transportation Components, and the parties, to the extent reasonably possible, shall agree to a priority schedule regarding the same and shall attempt to cooperate with respect to planning and coordination as related to any such relocation, modification, or other adaptation of any of the Non-Transportation Components. If ACHD ultimately determines that any part of the Road Project must be relocated, reconstructed, removed, or redesigned, then Partnering Agency, at its sole cost and expense, shall be responsible for relocating, reconstructing, removing, or redesigning the Non-Transportation Components, as required by ACHD, which shall be accomplished by Partnering Agency according to designs, plans, and specifications approved by ACHD in writing prior to any such work. Partnering Agency may also elect to remove all or a part of the Non-Transportation Components in lieu of any relocation, modification, or adaptation. Partnering Agency assumes any and all costs of itself and ACHD relating to any future relocation of the Non-Transportation Components.
9. Subject to subsection 10 below, ACHD shall at all times have the right to revoke this and any other Cost Share Permit granted to Partnering Agency to access any Highway or Public Right-of-Way. In addition, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case Partnering Agency shall reimburse ACHD fully for all associated costs.
10. This Permit shall immediately be revocable and/or cancelable by ACHD by providing written notice to Partnering Agency upon the occurrence of any of the following: (i) a determination by ACHD that any of the information submitted by Partnering Agency in the Cost Share Application is false or inaccurate in any manner; (ii) a determination by ACHD that Partnering Agency has failed to comply with any term or provision of this Permit or any other permit granted by ACHD to Partnering Agency; or (iii) a determination by ACHD that Partnering Agency has failed to replace, maintain, and/or care for the Non-Transportation Components as required by the terms of this Permit. Except in an emergency situation, ACHD shall provide Partnering Agency with 30 days' notice of the issue and an opportunity to comply prior to exercising such rights.
11. The issuance of this Permit shall in no way obligate ACHD to provide Partnering Agency with additional permits or rights, nor shall ACHD be obligated to utilize provisions or rights set forth in this Permit in connection with additional permits or rights that it may elect to provide to Partnering Agency in the future.
12. All exhibits and any addenda to this Permit are incorporated herein.
13. This Permit is conditioned upon the signature of ACHD and Partnering Agency below.

SIGNATURES

This Cost Share Permit is issued by the Ada County Highway District on the date set forth above:

Ada County Highway District:

The person signing below represents that he or she has the authority on behalf of ACHD to issue this Permit and bind ACHD to the terms set forth herein.

By: Bruce Wong
Its: Director

Capital City Development Corporation:

Acceptance/certification by CCDC: The person signing below represents that he or she has the authority on behalf of CCDC to accept and agree to the terms of this Permit and bind CCDC to the terms set forth herein.

By: John Brunelle
Its: Executive Director

City of Boise City:

Acceptance/certification by the City: The person signing below represents that he or she has the authority on behalf of the City to accept and agree to the terms of this Permit and bind the City to the terms set forth herein.

By: Lauren McLean
Its: Mayor

ATTEST:

By: Lynda Lowry
Its: *Ex Officio* City Clerk

Exhibits

Exhibit A Project Plans

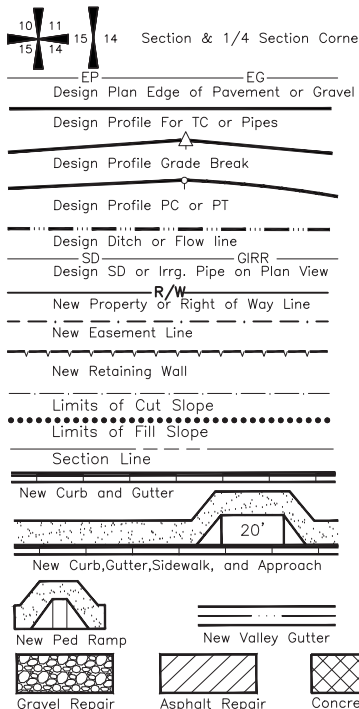
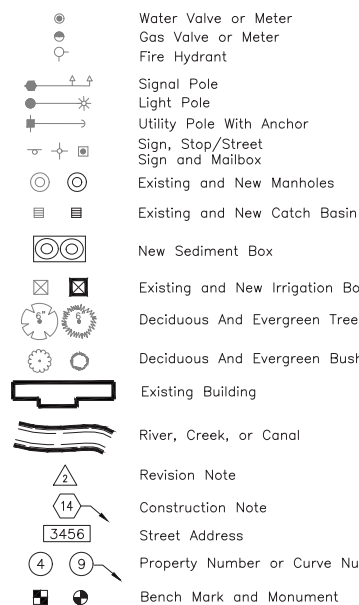
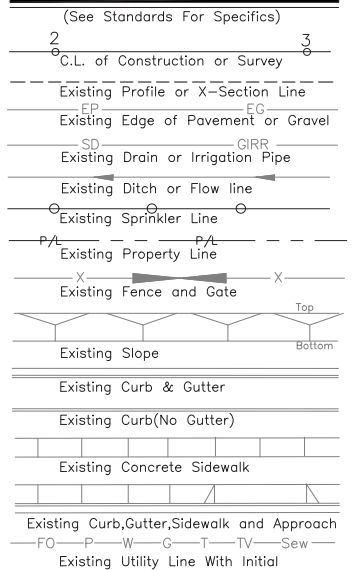


Mary May, President
Kent Goldthorpe, Vice-President
Rebecca W. Arnold, Commissioner
Sara M. Baker, Commissioner
Jim D. Hansen, Commissioner

EXHIBIT A

Exhibit A is explicit to 50% plan sheets 1 and 11-13 of ACHD Project No. 519044. All other plan sheets are not applicable to the cost share application.

LEGEND



UTILITIES

- S Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By City of Boise Sewer
- P Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Idaho Power
- G Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Intermountain Gas
- W Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Suez Water
- TV Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Sparklight
- F1 Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Centurylink
- F2 Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Level 3 Communications
- F3 Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Syringa
- F4 Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By AT&T
- F5 Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By TW Telecom
- F6 Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By Zayo
- GEO Relocate To New Location And/Or Adjust to Grade to Avoid New Roadway Construction By City of Boise Geothermal

Call Digline 48 Hours Prior To Excavation To Request Underground utility Locations. Telephone 811

Utility Adjustments, Relocations, Or Replacements May Or May Not Be Completed Prior To Construction. The Contractor Shall Coordinate And Accommodate Work With The Utility Companies.

Utility Coordination Was Requested Through ACHD During Design Of This Project. Utility Information Is Shown For Surface Features And, If Provided By The Owner Of The Utility, For Non Surface Features. All Locations Are Approximate.

Contact Scott Bennett
ACHD Utility Coordinator
For Information Call 208-387-6259

NOMENCLATURES:

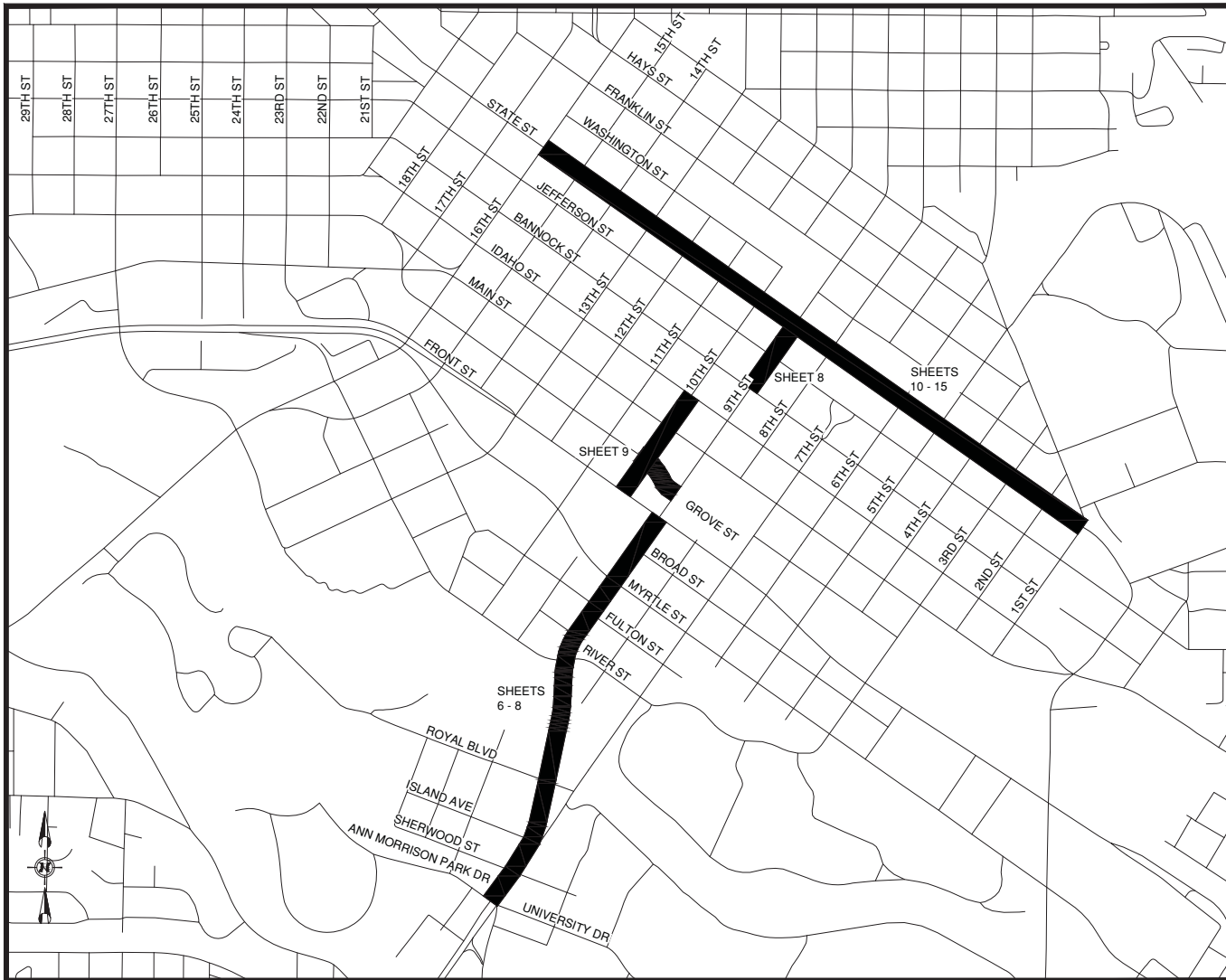
EOP: EDGE OF PAVEMENT
PC: POINT OF CURVATURE
PT: POINT OF TANGENCY
PRC: POINT OF REVERSING CURVATURE
PCC: POINT OF COMPOUND CURVATURE
ME: MATCH EXISTING
AP: ANGLE POINT
GB: GRADE BREAK
LP: LOW POINT
FL: FLOW LINE
TBVC: TOP BACK VERTICAL CURB
CONC: TOP OF CONCRETE PAVEMENT
BVCS: BEGIN VERTICAL CURVE STATION
BVCE: BEGIN VERTICAL CURVE ELEVATION
EVCS: END VERTICAL CURVE STATION
EVCE: END VERTICAL CURVE ELEVATION

Ada County Highway District

2020 Downtown Boise Implementation - HB 312

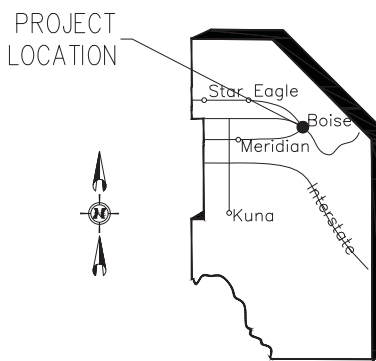
Sections 3, 4, 10 & 11 Township 3N, Range 2E, B.M.

Project No: 519044



VICINITY MAP

NTS



ADA COUNTY

INDEX OF SHEETS

Sheet No.	Description
1	Title Sheet
2-5	Typical Sections
6-9	Maintenance Design Plan Sheets
10-15	State Street Plan Sheets
At 95%	Bulb-out Grading Plan
At 95%	Approach/Driveway Profile Sheets
At 95%	Detail Sheets
At 95%	9th St & University Dr Detail Sheet
At 95%	Pedestrian Ramp Summary
At 95%	Pedestrian Ramp Details
At 95%	Pipe Repair and Replacement Details
At 95%	Storm Drain and Irrigation Profiles
At 95%	Storm Drain and Irrigation Detail Sheets
16-21	Signal Plan and Detail Sheets
At 95%	Fiber Optic Conduit Plan
22-28	Signing and Striping Sheets
29-30	Temporary Traffic Control Plan
31	Pedestrian Routing Plan

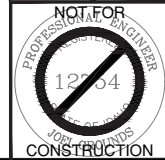
SURVEY CONTROL DATUM

ALL SURVEY COORDINATES AND ELEVATIONS ARE BASED ON THE NAVD '88 DATUM. COORDINATES ARE ESTABLISHED ON NAD '83, IDAHO STATE PLANE PROJECTED TO GROUND IN THE COUNTY GIS SYSTEM.



Dig Line, Inc.
Call Before You Dig!
811

Certification Of Compliance With Standards
The Design And Plans Have Been Prepared In Substantial Conformance With The Policy, Design, And Drafting Standards In Effect At The Time Of Preparation.

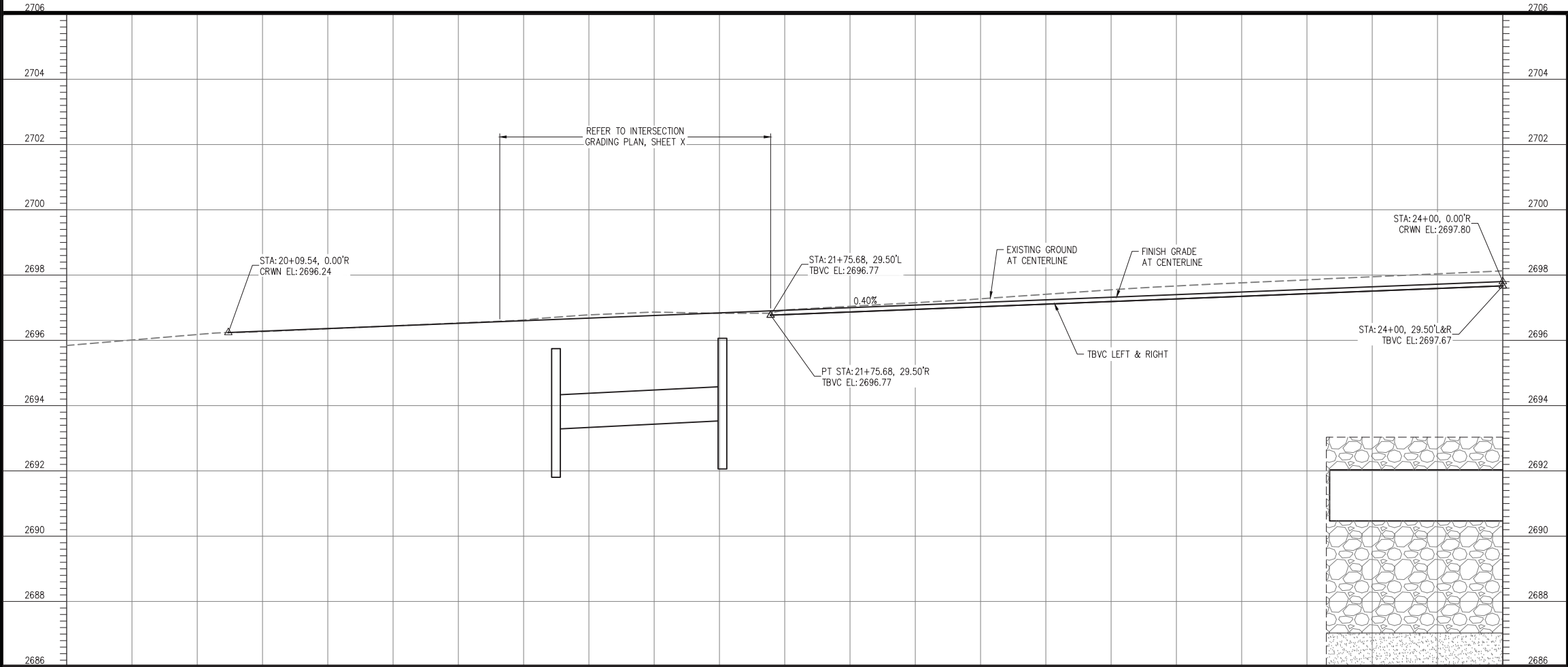
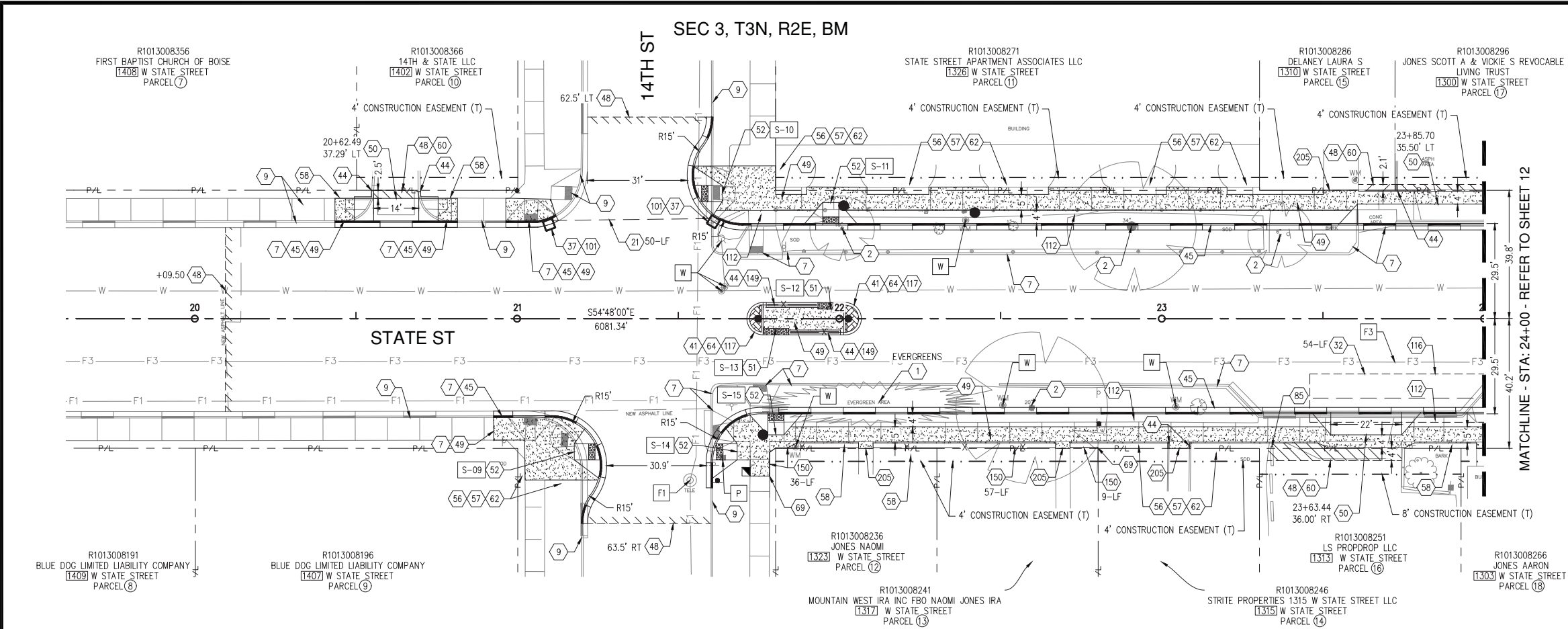
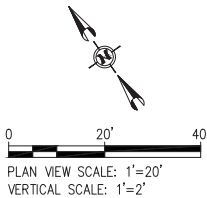


NOTES

- 1 REMOVAL OF OBSTRUCTIONS, ITEM 201.4.1.C.1
- 2 REMOVE TREE (6"+), ITEM SSP-29093
- 7 REMOVE CURB, GUTTER, SIDEWALK & DRIVEWAY AS REQUIRED, ITEM 201.4.1.C.1
- 9 RETAIN AND PROTECT EXISTING CURB, GUTTER, SIDEWALK AND/OR PEDESTRIAN RAMP
- 21 12" STORM DRAIN PIPE, CLASS C900 PVC, ITEM 601.4.1.A.05.12A
- 32 SEEPAGE BED 6-FT DEPTH x 15-FT WIDTH, PIPE SIZE 18", ITEM SP-06004
- 37 CATCH BASIN - TYPE I, ITEM 602.4.1.F.1
- 41 MOUNTABLE VERTICAL CURB, ITEM 706.4.1.A.3.A
- 44 6" VERTICAL CURB (NO GUTTER), ITEM 706.4.1.A.3.B
- 45 STANDARD 6" VERTICAL CURB AND GUTTER, ITEM 706.4.1.A.5
- 48 SAW CUT EXISTING PAVEMENT, INCIDENTAL TO ITEM 202.4.1.A.1
- 49 CONCRETE SIDEWALKS, THICKNESS 5", ITEM 706.4.1.E.1.5
- 50 CONCRETE DRIVEWAY APPROACH, ITEM 706.4.1.F.1
- 51 WET SET DETECTABLE WARNING DEVICE (IN CONCRETE), INCIDENTAL TO ITEM 706.4.1.E.1.5
- 52 PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712A, A, ITEM 706.4.1.H.1.A.A
- 56 4" TOPSOIL, ITEM SSP-25050
- 57 SOD REPAIR, ITEM SSP-29064
- 58 REPAIR LANDSCAPING, ITEM SSP-29067A
- 60 ASPHALT REPAIR - OTHER, ITEM SSP-08125
- 62 REMOVE AND RESET SPRINKLER SYSTEM, ITEM SSP-29101
- 64 PATTERNED CONCRETE, SSP-07013
- 69 CONNECT TO EXISTING FENCE, INCIDENTAL TO SP-20009 ITEMS
- 85 REMOVE & RESET PRECAST PARKING BUMPERS, ITEM SP-20118
- 101 INLET PROTECTION, ITEM 1006.4.1.C.1
- 112 BUFFER TO BE LANDSCAPED BY CITY OF BOISE
- 116 REFER TO STORM DRAIN DETAILS, SHEET XX
- 117 REFER TO MEDIAN ISLAND DETAILS, SHEET XX
- 149 PEDESTRIAN RAILING, ITEM SP-20109
- 150 REMOVE AND REPLACE - WOOD PICKET FENCE - HEIGHT (4-FT), ITEM SSP-20009A
- 205 MATCH EXISTING SIDEWALK AT THE PROPERTY LINE WITH NEW CONCRETE SIDEWALK, ITEM 706.4.1.E.1.5
- X-XX PEDESTRIAN RAMP NUMBER. REFER TO PEDESTRIAN RAMP SUMMARY SHEET

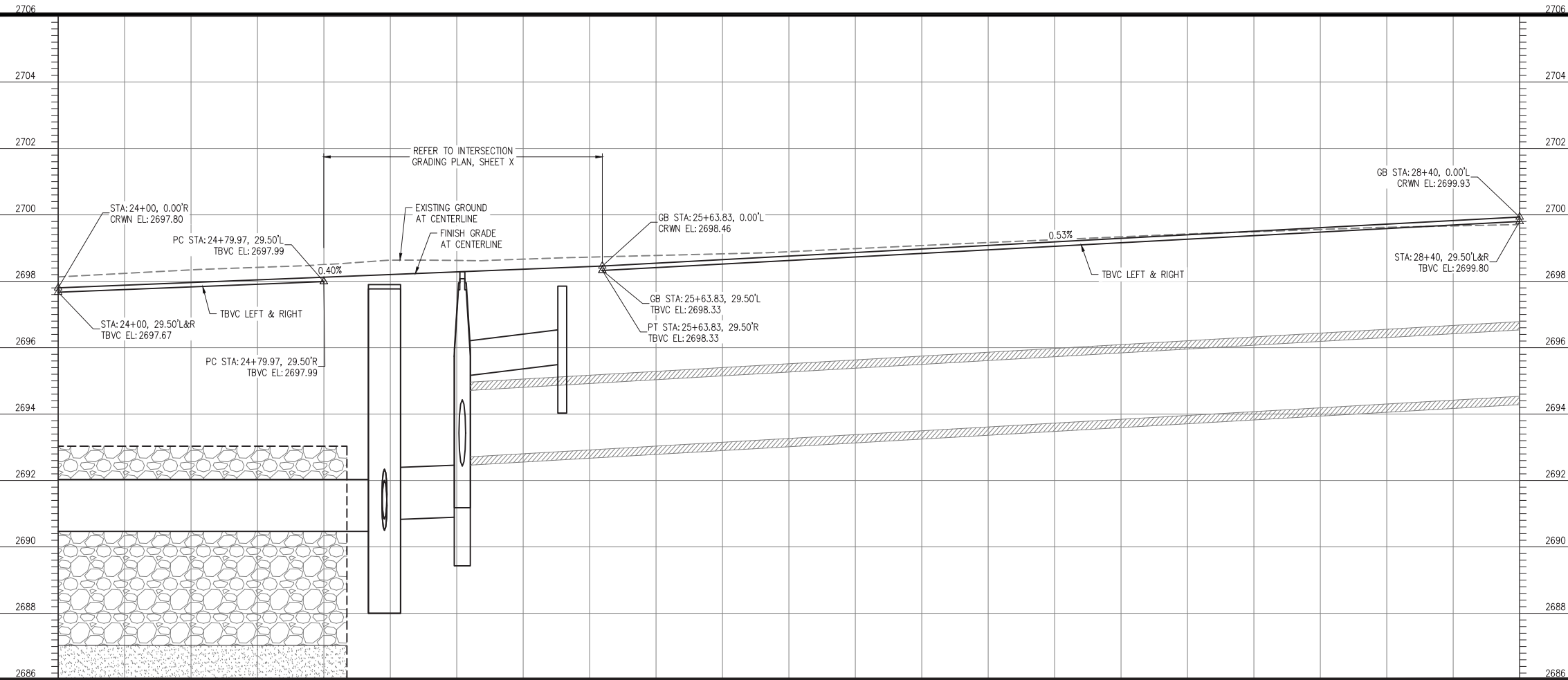
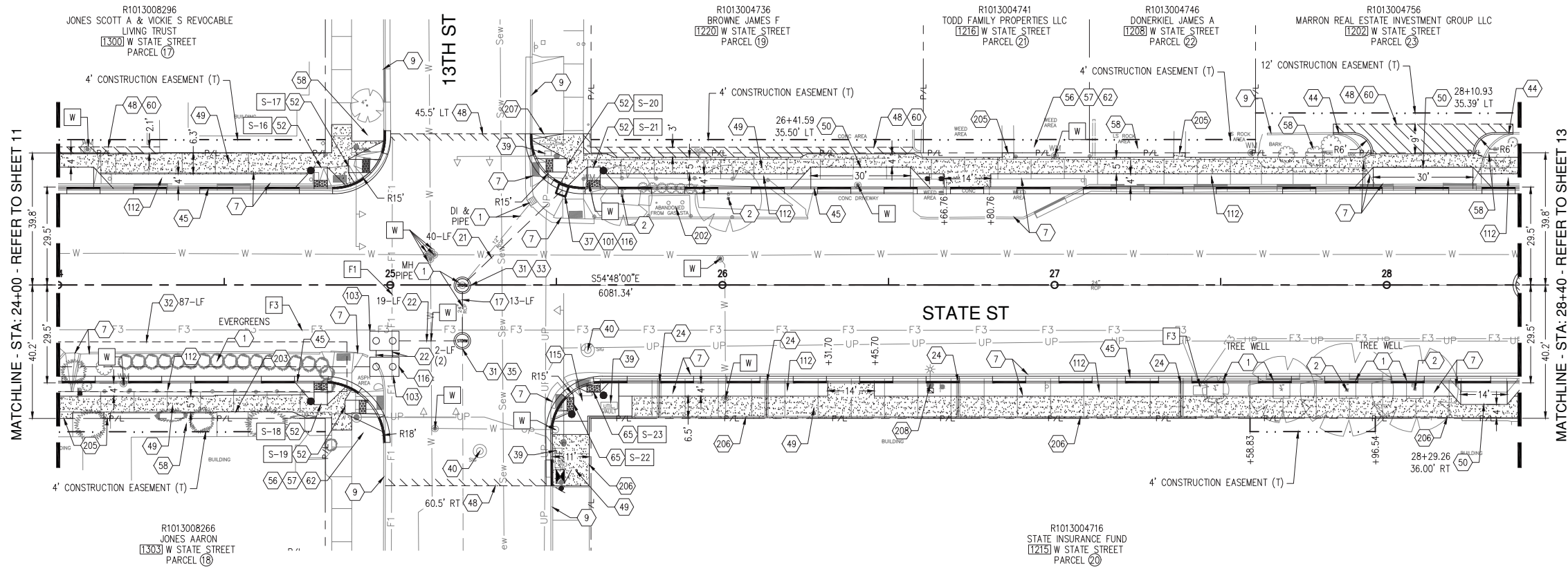
BENCHMARK

- TBM #X: XXXXXXXX
STA: XX+XX.XX OFF: XX.XX' RT
NORTHING: XXX,XXX.XX EASTING: X,XXX,XXX.XX
ELEVATION: X,XXX.XX
- TEMPORARY BENCHMARKS CURRENTLY BEING SET, TO BE INCLUDED ON 95% DESIGN SUBMITTAL.



Revisions:	• S I G N A T U R E S •					
	Design By: PRECISION		Date: 04/2020		Drawn By: PRECISION	
					Date: 04/2020	
	Survey By: CIVIL SURVEY		Date: 10/2019			

SEC 3, T3N, R2E, BM



- ### NOTES
- 1 REMOVAL OF OBSTRUCTIONS, ITEM 201.4.1.C.1
 - 2 REMOVE TREE (6"+), ITEM SSP-29093
 - 7 REMOVE CURB, GUTTER, SIDEWALK & DRIVEWAY AS REQUIRED, ITEM 201.4.1.C.1
 - 9 RETAIN AND PROTECT EXISTING CURB, GUTTER, SIDEWALK AND/OR PEDESTRIAN RAMP
 - 17 24" STORM DRAIN PIPE, CLASS C905 PVC, ITEM 601.4.1.A.5.24A
 - 21 12" STORM DRAIN PIPE, CLASS C900 PVC, ITEM 601.4.1.A.05.12A
 - 22 18" STORM DRAIN PIPE, CLASS C905 PVC, ITEM 601.4.1.A.05.18A
 - 24 SIDEWALK SCUPPER, CONNECT TO EXISTING BUILDING DRAIN AND PROPOGATE DRAINAGE TO PROPOSED CURB & GUTTER, REFER TO STORM DRAIN DETAILS, ITEM 602.4.1.P.1
 - 31 CONNECT TO EXISTING PIPE, INCIDENTAL TO OTHER PIPE ITEMS
 - 32 SEEPAGE BED 6-FT DEPTH x 15-FT WIDTH, PIPE SIZE 18", ITEM SP-06004
 - 33 STANDARD 48" STORM DRAIN CATCH MANHOLE, ITEM 602.4.1.A.1
 - 35 STANDARD 48" STORM DRAIN CATCH MANHOLE W/ ORIFICE, ITEM 602.4.1.A.1
 - 37 CATCH BASIN - TYPE I, ITEM 602.4.1.F.1
 - 39 MISCELLANEOUS UTILITY, ADJUST TO GRADE, TYPE JUNCTION BOX, ITEM 2030.4.1.D.1
 - 40 MANHOLE, ADJUST TO GRADE, ITEM 2030.4.1.A.1
 - 44 6" VERTICAL CURB (NO GUTTER), ITEM 706.4.1.A.3.B
 - 45 STANDARD 6" VERTICAL CURB AND GUTTER, ITEM 706.4.1.A.5
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 - 56 4" TOPSOIL, ITEM SSP-25050
 - 57 SOD REPAIR, ITEM SSP-29064
 - 58 REPAIR LANDSCAPING, ITEM SSP-29067A
 - 60 ASPHALT REPAIR - OTHER, ITEM SSP-08125
 - 62 REMOVE AND RESET SPRINKLER SYSTEM, ITEM SSP-29101
 - 65 PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE H-MODIFIED (SEE DETAILS), ITEM 706.4.1.H.1.H.H
 - 101 INLET PROTECTION, ITEM 1006.4.1.C.1
 - 103 PRECAST SEDIMENT BOX - SIZE 1500 GALLON, ITEM 602.4.1.H.1
 - 112 BUFFER TO BE LANDSCAPED BY CITY OF BOISE
 - 115 REFER TO INTERSECTION DETAILS, SHEETS XX-XX
 - 116 REFER TO STORM DRAIN DETAILS, SHEET XX
 - 202 REMOVE EXISTING UNDERGROUND STORAGE TANK, ITEM 201.4.1.C.1
 - 203 RETAIN AND PROTECT EXISTING STEPS. CONTRACTOR TO MAINTAIN 4" MINIMUM FROM FINISHED GRADE SIDEWALK TO FIRST RISER.
 - 205 MATCH EXISTING SIDEWALK AT THE PROPERTY LINE WITH NEW CONCRETE SIDEWALK, ITEM 706.4.1.E.1.5.
 - 206 RETAIN AND PROTECT EXISTING BUILDING FOUNDATION. INSTALL EXPANSION JOINT WITH BOND BREAKER ALONG FACE. ANY DAMAGE TO BUILDING SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - 207 REPLACE DRIVEWAY FLARE, INCIDENTAL TO ITEM 706.4.1.E.1.5
 - 208 REMOVE, SALVAGE, AND DELIVER TO CITY OF BOISE EXISTING LUMINAIRE POLE AND FIXTURE. CONTRACTOR TO REMOVE ABANDONED LUMINAIRE POLE FOUNDATION INCLUDING STEEL TO 1.5 FEET BELOW FINISHED GRADE. ITEM 201.4.1.C.1
 - X-XX PEDESTRIAN RAMP NUMBER. REFER TO PEDESTRIAN RAMP SUMMARY SHEET

BENCHMARK

TBM #X: XXXXXXXX	STA: XX+XX.XX	OFF: XX.XX' RT
NORTHING: XXX,XXX.XX	EASTING: X,XXX,XXX.XX	ELEVATION: X,XXX.XX
TEMPORARY BENCHMARKS CURRENTLY BEING SET, TO BE INCLUDED ON 95% DESIGN SUBMITTAL.		

PRECISION ENGINEERING

NOT FOR CONSTRUCTION

12/04

PROFESSIONAL ENGINEER

JOHN R. HARRIS

12/04

CONSTRUCTION

0 20' 40'

PLAN VIEW SCALE: 1"=20'

VERTICAL SCALE: 1"=2'

• S I G N A T U R E S •

Design By: PRECISION Date: 04/2020 Drawn By: PRECISION Date: 04/2020 Survey By: CIVIL SURVEY Date: 10/2019

Revisions:

Ada County Highway District • 3775 Adams Street, Boise, Idaho, 83714 • www.achd.ada.id.us

Project Number: 519044

Project Name: 2020 Downtown Boise Implementation - HB 312

Sheet 12 Of 31



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AGENDA BILL

Agenda Subject: Resolution No. 1686 Interagency Agreement with ACHD and City of Boise for Fiber Optic Conduit on State Street between 8 th Street and 14 th Street		Date: December 14, 2020
Staff Contact: Matt Edmond	Attachments: 1) Resolution No. 1686	
Action Requested: Adopt Resolution No. 1686 approving an Interagency Agreement with ACHD and the City of Boise for installation of fiber optic conduit along State Street between 8 th Street and 14 th Street as part of ACHD Project No. 519044.		

Background:

ACHD is planning to resurface and/or reconstruct State Street from 1st Street to 16th Street as part of the Downtown Boise Implementation Plan (DBIP). CCDC and City of Boise staff have been in discussions with ACHD staff since late 2019 on improvements subject to a cost share agreement that could be included with the project. After significant discussion, CCDC and City of Boise staff are in agreement that the following improvements are the most appropriate to include as part of the ACHD project:

- Fiber-optic conduit bank and vault system on the south side of State between 8th Street and 14th Street
- Suspended pavement systems (Silva cells) on both sides of State Street, as well as street trees, tree grates, irrigation, historic street lights and scored concrete furnishing zone from east of 12th Street to 14th Street (Resolution 1685)

CCDC has been planning on installing a fiber-optic conduit bank on State Street between 8th Street and 14th Street for a couple of years. This is part of the “western loop” CCDC has been working on with the City of Boise, which will eventually connect City Hall and west downtown to 15th Street. The east end of this conduit bank will connect to a conduit bank on 8th Street to be constructed with the 8th & Bannock streetscape project to be built later this summer. The west end will eventually connect to the conduit bank on 15th Street between Front and Jefferson that CCDC constructed in 2019. Constructing the conduit bank on State Street as part of the ACHD project through a cost share agreement should realize cost savings by consolidating mobilization, traffic control, asphalt repair and other costs under a single contract.

Under the proposed cost share agreement, ACHD would bid and contract for fiber optic conduit to be constructed as part of its roadwork project, and CCDC would reimburse ACHD for the improvements based on actual costs.

Fiscal Notes

Fiber-optic conduit bank between 8th and 14th Streets is estimated at \$450,000. The total construction costs would be reimbursed based on actual costs as determined by bid results and subsequent construction of the project. Construction is scheduled for 2022.

Next Steps:

- December 2020:
 - CCDC and ACHD execute Cost Share Permit for streetscape work
 - CCDC, ACHD & City of Boise execute Interagency Agreement for conduit work
- Mid-2021: Design complete, final engineer's estimate available
- August 2021: CCDC adopts FY2022 budget, including funding for this project
- Winter 2021/2022: Project bidding and contract award
- 2022: Project construction, ACHD invoices CCDC per terms of agreement

Staff Recommendation:

Adopt Resolution No. 1686.

Suggested Motion:

I move to adopt Resolution No. 1686 approving an Interagency Agreement with ACHD and the City of Boise for installation of fiber optic conduit along State Street between 8th Street and 14th Street as part of ACHD Project No. 519044.

RESOLUTION NO. 1686

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 BETWEEN THE AGENCY, THE CITY OF BOISE, AND THE ADA COUNTY HIGHWAY DISTRICT FOR ROADWAY AND CONDUIT CONSTRUCTION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE AGREEMENT INCLUDING 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"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

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

WHEREAS, 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, the Agency has been working with the City of Boise to expand the fiber-optic conduit network in downtown Boise, including extension of a fiber-optic conduit bank between City Hall and 15th Street principally within the Westside District; and,

WHEREAS, ACHD is planning to resurface and/or reconstruct State Street from 1st Street to 16th Street (the "Project") in 2022; and,

WHEREAS, in order to accommodate expansion of current and future fiber-optic networks, the Ada County Highway District has agreed to design and construct a fiber-optic conduit bank between 8th Street and 14th Street as part of the State Street if the Agency and the City of Boise enter into an interagency agreement, wherein the Agency pays the additional construction costs associated with the conduit bank; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to authorize the Agency Executive Director to execute the Interagency Agreement for construction of the Project.

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

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

Section 2: That the Interagency 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 Agency Executive Director is hereby authorized to execute the Interagency Agreement for the construction project on State Street (ACHD Project #519044); and further, is hereby authorized to take all necessary action to implement the Agreement including the expenditure of funds.

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 December 14, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on December 14, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

INTERAGENCY AGREEMENT FOR:
ROADWAY CONSTRUCTION/CONDUIT CONSTRUCTION
2020 DOWNTOWN BOISE IMPLEMENTATION
ACHD PROJECT NO. 519044

THIS INTERAGENCY AGREEMENT FOR ROADWAY CONSTRUCTION/CONDUIT CONSTRUCTION ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the ADA COUNTY HIGHWAY DISTRICT, a highway district organized under the laws of the State of Idaho ("ACHD"), CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic ("CCDC"), and the CITY OF BOISE, a municipal corporation organized under the laws of the State of Idaho ("CITY"), regarding ACHD Project No. 519044.

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; and,

WHEREAS, CCDC is an independent public body, corporate and politic, exercising governmental functions and powers, organized and existing under the Idaho Urban Renewal Law, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code, with the power to undertake and carry out urban renewal projects and related activities within its urban renewal districts; and,

WHEREAS, CITY is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented, with jurisdiction, authority and police power to regulate and control municipal activities within the City; 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, ACHD, CCDC and CITY desire to undertake a cooperative effort to incorporate into ACHD'S road construction project known as 2020 DOWNTOWN BOISE IMPLEMENTATION ("Project" or "Project Boundaries") certain improvements to CITY-owned utility transmission systems, including but not limited to the installation, relocation, extension, modification and/or abandonment of underground fiber-optic and communications conduit and related facilities (collectively, "Conduit Improvements") as

detailed in Project No. 519044, to be constructed pursuant to a separately-executed agreement between ACHD and the selected Contractor ("Contract"); and,

WHEREAS, ACHD and CITY entered into that certain Master License Agreement for Installation and Disposition of Utility Transmission Systems, dated May 8, 2019 (the "Master License Agreement"), under which ACHD granted a non-exclusive master license to CITY to encroach upon portions of the public right-of-way for Conduit Improvements, subject to certain terms, including but not limited to terms regarding installation, maintenance, use, damage, relocation, removal, permit coordination, sublicensing, legal compliance, indemnification, and hazardous materials; and,

WHEREAS, subject to the terms and conditions of the Master License Agreement, ACHD is willing to accommodate CCDC'S and CITY'S request by including the Conduit Improvements in the Project plans, subject to the terms, conditions and obligations set forth in this Agreement and so long as ACHD receives assurances by CCDC that it will fully reimburse ACHD for all actual costs including, without limitation, any indirect costs and expenses that ACHD incurs as a result of the additional work attributable to the inclusion of the Conduit Improvements in the Project plans.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. ACHD SHALL:

- a. Be the party responsible for soliciting, receiving and opening of bids and for executing and administering the Contract for the roadway reconstruction and Conduit Improvements referenced herein, which Contract shall include, *inter alia*, a provision that all work required for the Conduit Improvements shall be performed in conformance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC) and CITY'S most current specifications for construction.
- b. Provide CCDC and CITY with a complete set of combined bid documents for the roadway reconstruction, and for the Conduit Improvements.
- c. Furnish CCDC and CITY with an abstract of all bids received, and obtain CCDC'S and CITY'S written concurrence with ACHD'S recommendation for award of the Contract prior to making such award. CCDC'S and CITY'S concurrence shall specifically acknowledge that the Conduit Improvements are and shall be subject to the terms and conditions of this Agreement. If CCDC and CITY do not concur, ACHD shall remove the Conduit Improvements from the Project. CCDC shall be responsible for any and all costs suffered by ACHD attributable to the removal of the Conduit Improvements from the Project and shall reimburse ACHD for same.

- d. Include in the Contract a term providing that CITY will have the right to work directly with the Contractor to resolve any claims relating in any way to the Conduit Improvements and that any such claims will be reviewed, approved or denied by CITY.
- e. Coordinate with CCDC and CITY should any changes be made to ACHD'S portion of the Contract or work pursuant thereto that does or may impact the Conduit Improvements.
- f. ACHD shall obtain CCDC'S and CITY'S approval prior to commencement of any change order work involving the installation, relocation, extension, modification and/or abandonment of CITY conduit.
- g. Make monthly progress payments and the final Contract payment to the Contractor in conformance with the terms of the Contract.
- h. Submit to CCDC and CITY a copy of each design consultant billing attributable to the Conduit Improvements if applicable and Contractor progress payment estimate, and the final Contract payment estimate, as such estimates are approved by ACHD after obtaining CCDC'S and CITY'S concurrence regarding CCDC'S/CITY'S portion of the Contract, together with an invoice for CCDC'S/CITY'S share of the Contract costs earned by and to be paid to the Contractor.
- i. As applicable, provide for the reference and replacement of all pre-existing survey monuments within the Project.
- j. Provide the field survey and grade control necessary for construction of the roadway. Centerline or offsets and stationing shall be established prior to CITY staking any lines and other CITY facilities.
- k. Recognize CCDC and CITY as a funding partner in any publicity, signage, reports, or documentation related to the Project.
- l. At the conclusion of the Project, submit to CCDC and CITY written documentation of expenditures with an invoice for payment of all costs and expenses ACHD incurred, in addition to those provided under paragraph 1.h. above, as a result of the additional work attributed to the Conduit Improvements within the Project Boundaries, including but not limited to, costs or changed conditions, plan errors and omissions, and delays attributable to design and/or installation of the Conduit Improvements.

2. CCDC SHALL:

- a. Remit to ACHD, within thirty-five (35) calendar days after the date of any invoice for design consultant services attributable to the Conduit Improvements.
- b. Remit to ACHD, within thirty-five (35) calendar days or as soon thereafter as financially feasible upon request by CCDC to ACHD which consent shall not be unreasonably withheld, following submission of an invoice referenced in paragraph 1.k., all remaining funds for which CCDC/CITY is responsible pursuant to this Agreement.
- c. Reimburse ACHD the construction costs attributable to the quantities of items that would have been required for CCDC/CITY to patch and/or repave trenches in the roadway if the work was done outside of the ACHD Project. Costs will be calculated from the unit prices of the awarded bid. Design costs for the ACHD Project completed by CCDC/CITY will be deducted from the reimbursement to ACHD. Exact items, quantities and design costs will be agreed to by both parties.
- d. Reimburse ACHD five percent (5%) of CCDC'S/CITY'S construction costs attributable to the Conduit Improvements as payment toward the additional costs incurred by ACHD, including overhead and benefits, and project administration costs which include but are not limited to: public notice of the Project, supplying bid plans, supplying construction plans, preparing and holding the preconstruction meeting, generating monthly pay estimates and paying the Contractor, preparing change orders, general construction project oversight and maintaining construction project files.
- e. Reimburse ACHD for mobilization, traffic control, flagging, detours and weekly meetings on a prorated basis. The prorated basis for the above items will be calculated using the percentage of CCDC'S/CITY'S project costs as they relate to the total project construction costs.
- f. Reimburse ACHD for any additional costs to ACHD over and above costs specifically enumerated herein, where such costs are attributable to the installations, adjustments, relocations and abandonments of the Conduit Improvements or to the removal of any or all items from the Contract that are associated with the installation of the Conduit Improvements.
- g. Indemnify, save harmless and defend, regardless of outcome, ACHD from expenses and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by CCDC or CCDC'S officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the Conduit Improvements. Such indemnification hereunder by CCDC shall in no event cause the liability of

CCDC for any negligent act to exceed the amount of loss, damages or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of ACHD. 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.

3. CITY SHALL:

- a. Provide the inspection, field survey and grade control required for the installation of all Conduit Improvements incorporated into the Project and installed and adjusted under the Contract and provide copies of appropriate tests and construction diaries to the Project Representative designated by ACHD.
- b. Reimburse ACHD for the costs attributable to preparing the stamped plans, bid quantities and an Engineers Estimate for the Conduit Improvements to be incorporated into the Project and included in the bid documents for the Contract (all work required for the Conduit Improvements to be performed in accordance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC), CITY'S Supplemental Specifications to the ISPWC, and CITY'S Revisions to the Standard Specifications).
- c. Provide (at CITY'S sole cost and expense) trench compaction testing for the Conduit Improvements from one-foot (1') above the conduit zone to sub-grade of the roadway section; trench compaction testing shall be provided at the minimum frequency rate of one (1) test per one thousand (1,000) lineal feet, minimum one (1) for every three (3) transverse trenches; provide all re-testing required in any area that does not meet Contract requirements; and provide copies of tests for the area along the alignment of the conduit to the designated ACHD representative.
- d. Indemnify, save harmless and defend ACHD against all actions, claims, demands, liabilities, damages, debts, bodily injury, and property damage, including all expenses, costs, and attorney fees that may in any manner be imposed or incurred by ACHD resulting from the work of the Contractor on the Conduit Improvements to the extent caused by the failure or neglect of City, its agents, contractors, employees, and sublicensees to comply with this Agreement and applicable law or properly use, maintain, and/or regulate the Conduit.
- e. Cooperate with the Contractor and ACHD to resolve any claims relating in any way to the Conduit Improvements.

4. THE PARTIES HERETO FURTHER AGREE THAT:

- 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. Conduit Improvements made pursuant to this Agreement shall be subject to the terms of the Master License Agreement. In the event of any conflict between the terms of this Agreement and the Master License Agreement, the Master License Agreement shall control.
- c. The amount to be reimbursed to ACHD by CCDC for CCDC'S/CITY'S portion of the Project shall be based on the actual quantities of work acceptably performed and/or installed, as determined from field measurements made by CITY, and paid for pursuant to the unit, and or lump sum prices, established in the Contract.
- d. Prior to commencement of work by the Contractor, the parties will, together with the Contractor, inspect within the entire Project Boundaries for the purpose of reviewing the Project to locate any unstable areas and to resolve any items of concern or misunderstanding.
- e. This Agreement may not be enlarged, modified, amended or altered except in writing signed by both of the parties hereto.
- f. 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.
- g. Should any party to this Agreement be required to commence legal action against another to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said action.
- h. Any action at law, suit in equity, arbitration or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- i. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- j. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- k. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

- l. This Agreement and the 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 or agreements except as specifically set forth herein.
- m. 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.
- n. 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.
- o. 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, CCDC and CITY.
- p. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- q. 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.
- r. 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.
- s. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.
- t. All parties have been represented by legal counsel, and no party shall be deemed to be the drafter of this Agreement for purposes of interpreting an ambiguity against the drafter.

- u. Time shall be of the essence for all events and obligations to be performed under this Agreement. Without limiting the foregoing, in the event that CCDC or CITY does not timely comply with any of its obligations hereunder, ACHD shall have no obligation whatsoever to incorporate, facilitate and/or complete the Conduit Improvements, regardless of whether prior approval has been given by ACHD to CCDC or CITY.

End of Agreement. Signatures appear on the following page.

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:
Bruce Wong Director	Mary May President, Board of Commissioners
Approved as to form:	CAPITAL CITY DEVELOPMENT CORPORATION
By:	By:
Mary Watson CCDC General Counsel	John Brunelle Executive Director
ATTEST:	CITY OF BOISE
By:	By:
Lynda Lowry <i>Ex-Officio</i> City Clerk	Lauren McLean Mayor

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2020, before me, the undersigned, personally appeared MARY MAY and BRUCE WONG, President of the Board of Commissioners and Director respectively of the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate, 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 body.

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 and MARY WATSON, Executive Director and General Counsel respectively of the CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, 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 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:

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2020, before me, the undersigned, personally appeared LAUREN McLEAN and LYNDIA LOWRY, Mayor and *Ex-Officio* City Clerk respectively of the CITY OF BOISE, a municipal corporation, 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 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:



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AGENDA BILL

Agenda Subject: Rejecting Bids – 10 th & Front Garage Structural Concrete Repairs		Date: December 14, 2020
Staff Contact: Kathy Wanner, Contracts Specialist	Attachments: A. Resolution No. 1684 B. Bid Results	
Action Requested: Adopt Resolution No. 1684 rejecting all bids received for the 10 th & Front Garage Structural Concrete Repairs Project.		

Background:

The 10th & Front Garage was completed in 1979 and over time wear from water, ice, and usage has begun to damage the concrete and the underlying steel rebar. In 2017 the Agency began exploring the need to perform rehabilitation maintenance on the garage when assessments revealed potential structural damage due to deteriorating concrete and rebar. Since 2017, the Agency has undertaken a series of rehabilitation projects on various levels of the garage to restore various components. The current proposed repairs principally involve a partial depth restoration of level two.

Procurement Process:

In advance of inviting bids for this Project, the Agency conducted a pre-qualification process for public works contractors in accordance with Idaho Code § 67-2805(2)(b). On October 12, 2020, the Agency Board adopted Resolution No. 1678 prequalifying Engineered Structures, Inc. – ESI, Guho Corp., and Western Specialty Contractors, as eligible to submit competitive bids for the Project.

The Agency issued a Project Manual with Invitation to Bid on October 22, 2020, which invited sealed bids from the three (3) prequalified companies.

One bid was received by the December 2 deadline from Western Specialty Contractors in the amount of \$2,347,360, which exceeds the Agency's budget of \$1,500,000 for this project. Agency staff is exploring alternatives to accomplish the necessary repairs.

Fiscal Notes:

The Agency's FY2021 budget is insufficient to fund the Project.

Staff Recommendation:

Staff recommends that the Agency Board reject the bid in accordance with Idaho Code § 67-2805(2)(b)(xi).

Suggested Motion:

I move to reject all bids received for the 10th & Front Garage Structural Concrete Repairs Project.

ATTACHMENT A
RESOLUTION 1684

RESOLUTION NO. 1684

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, REJECTING ALL BIDS FOR THE 10TH & FRONT GARAGE STRUCTURAL CONCRETE REPAIRS PROJECT, IN ACCORDANCE WITH IDAHO CODE § 67-2805(2)(b)(xi); 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)(b) provides for a two-stage process for procurement of public works construction, which includes:

- Stage 1: Allows public agencies to establish preliminary supplemental qualifications for purposes of prequalifying licensed public works contractors prior to a competitive bidding process, and,
- Stage 2: Invites competitive bids from only licensed public works contractors that have been prequalified at Stage 1; and,

WHEREAS, Idaho Code § 67-2805(2)(b) allows a political jurisdiction to examine a public works contractor's qualifications related to:

- Demonstrated technical competence
- Experience constructing similar facilities
- Prior experience with the political subdivision
- Availability of resources, equipment, and personnel
- Overall performance history; and,

WHEREAS, the Agency issued a Request for Qualifications ("RFQ") from licensed public works contractors for the 10th & Front Garage Structural Concrete Repairs Project on August 19, 2020, and published notice of the RFQ in the *Idaho Statesman* newspaper on August 19 and 26, 2020; and,

WHEREAS, the deadline for submitting a signed Statement of Qualifications and Required Waiver & Release Form (collectively, the "SOQ") was September 9, 2020, at 3:00 p.m.; and,

WHEREAS, three (3) construction companies provided their SOQs by the September 9, 2020, deadline: ESI-Engineered Structures, Inc., Guho Corp., and Western Specialty Contractors; and,

WHEREAS, the Board adopted Resolution No. 1678 on October 12, 2020, prequalifying ESI-Engineered Structures, Inc., Guho Corp., and Western Specialty Contractors as eligible to submit competitive bids for the 10th & Front Garage Structural Concrete Repairs Project; and,

WHEREAS, the Agency issued a Project Manual with Invitation to Bid for the Project on October 22, 2020, which invited sealed bids from the three (3) prequalified companies; and,

WHEREAS, since the Invitation to Bid was preceded by a prequalification process, no public notice was required or published regarding this Invitation to Bid; and,

WHEREAS, the Agency received one (1) sealed bid in accordance with Idaho Code § 67-2805(2)(b) by the due date and time of 3:00 p.m. on December 2, 2020; and,

WHEREAS, the one (1) bid submitted exceeds the amount the Agency has budgeted for the 10th & Front Garage Structural Concrete Repairs Project; and,

WHEREAS, the Agency Board finds it in the best public interest to reject all bids for the 10th & Front Garage Structural Concrete Repairs Project.

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 and incorporated herein.

Section 2: That the Agency Board hereby rejects all bids for the 10th & Front Garage Structural Concrete Repairs Project, in accordance with Idaho Code § 67-2805(2)(b)(xi).

Section 3: 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 December 14, 2020. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on December 14, 2020.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT B
BID RESULTS



10th & Front Garage - Structural Concrete Repairs Project
BIDS DUE: December 2, 2020 - 3:00 PM

Bid Results

CONTRACTOR	PWC License	Subcontractor List per Idaho Code § 67-2310	Completed Signed Bid Form	Signed Contractor's Affidavit Concerning Taxes	TOTAL BID AMOUNT
ESI	PWC-C-11288	No bid submitted			
GUHO CORP	PWC-C-12569	No bid submitted			
WESTERN SPECIALTY	PWC-C-11760	yes	yes	yes	\$2,347,360.00



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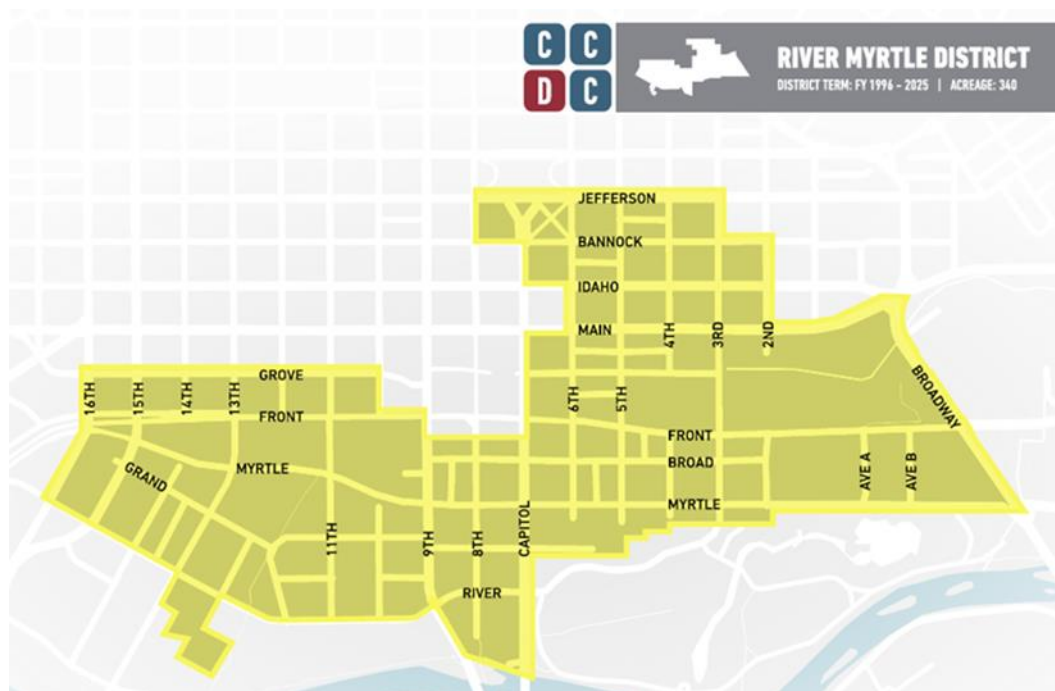


V. INFORMATION ITEMS



DATE: December 14, 2020
TO: Dana Zuckerman, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

5th & Front Streets - Hotel and Parking Garage – Participation Program (PP) Type 3, 5: The parking garage portion of this project (540 total spaces) opened for customers in mid-March 2020 under a temporary certificate of occupancy. CCDC began leasing 200 spaces for public use the following May 1, specifically reserved for monthly parkers. 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. Chair Zuckerman represents CCDC on the selection committee. Other members represent the development group, the City Arts & History Commission, and local artists. The selection committee will review artist applications and is waiting for the developer's proposed art program. The developer is currently working with its artist and the relevant City bodies to finalize the proposed art program. *Project Lead: Brady Shinn*

200 W. Myrtle Street - Boise Caddis - PP Type 2:

Construction on the vertical core and shell portion of the Boise Caddis project continues. The project, scheduled to open in the summer of 2021, includes 160 rental units and 400 parking spaces. Ada County will purchase a number of 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. *Project Lead: Brady Shinn*

204 E. 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. The project is finalizing permitting. Construction mobilization is expected in November 2020, with an anticipated Certificate of Occupancy by Winter 2022. *Project Lead: Brady Shinn*

406 W. Broad Street - Cartee Apartments - PP Type 2: This project includes 160 apartment units and 176 structured parking spaces. Construction continues on the vertical core and shell. The agreement between CCDC and the developer contemplates approximately \$1.3 million in eligible expenses to be reimbursed from project-generated tax increment revenue. *Project Lead: Brady Shinn*

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. It is estimated that tax increment revenue can 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. Foundation work is complete, and the project is currently pouring its concrete floors as it progresses. *Project Lead: Brady Shinn*

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.

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. This is a mixed-use residential and retail project being developed by Capital Partners, Galena Fund, and deChase Miksis. It will consist 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 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 Eligible Expenses. Footings, foundations, sitework, site prep, and mobilization began summer 2020, construction proceeding apace. Clarification: An amendment to the Agreement is in-process to coordinate construction timing for overlapping, future CCDC Participation Program Streetscapes and CCDC Capital Improvement Plan projects. The Amendment will be presented to the Board upon completing coordination among the different projects. Construction has begun, with primary mass excavation complete and initial foundation work underway. *Project Lead: Brady Shinn*

600 W. Front Street - The Vanguard - PP Type 2: Visium Development is constructing a 75-unit multi-family apartment building on the corner of 6th and Front streets (former Biz Print location). The CCDC Board designated this project for Type 2 funding at its November 2019 meeting. Visium has requested reimbursement for approximately \$400,000 of public improvements, including streetscapes and utility work. The Type 2 Agreement was approved at the December 2019 Board meeting. Vertical construction continues with the core and shell in progress. *Project Lead: Brady Shinn*

601 S. 8th Street – Mixed-Use with Public Parking – PP Type 3: Jordan-Wilcomb Construction is partnering with local developer Global Senior Housing on a mixed-use project that preliminarily includes office, retail, public parking and residential spaces. The residential portion will be Global Senior Housing's specialty, an "Active Adult Community Platform" for 55+ year-old adults. Current use at the property is a vacant, one story building that previously housed the Foothills School for Arts and Sciences. CCDC is interested in potentially purchasing a parking condominium and providing public parking at the location. The project anticipates over 160 residential living spaces over 5 floors, 300 parking stalls, and over 20,000 sq ft of commercial and retail spaces. The project's total development cost is estimated to be \$53 million with construction expected to begin in 2021 and open by late 2022 or 2023. The project received Designation at the September 2020 Board Meeting. The Agency is negotiating the Letter of Intent as the Participant finalizes anticipated costs. *Project Lead: Brady Shinn*

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 traffic signal study and representatives of ACHD, City of Boise, CCDC, and ITD met in March 2020 to discuss next steps. CCDC and the City are working on a request to ITD outlining the rationale for a signal and how it will not set a precedent. *Project Lead: Matt Edmond*



ParkBOI - Capitol & Myrtle Parking Garage - Agency Owned Property: All three levels of garage were sprayed with fire proofing material. Exposed beams and all wear-and-tear locations were patched over. Project completed October 15. *Project Lead: Aaron Nelson*

505 W. Bannock St - 505 Bannock - T1 Designation: Local general contractor Visser Construction is building a three-story mixed-use property at the site of the former Wells Fargo bank branch. The project features over 11,000 sq ft of dining space between two restaurants, and 3,700 sq ft top floor office space. The project is an estimated \$5.5 million in total development costs. The project requests reimbursement to replace the public improvements in its narrow storefront, as well as install a transformer on-site that will replace existing pole-mounted transformers in the alley right-of-way. Total anticipated reimbursement is over \$80,000. Applicant is I M IRIE TWO LLC, the site owner's controlling entity. The project is under construction, with its exterior shell complete and interior finishing underway. The Agency will finalize the Agreement upon the Participant complete its Eligible Expense estimate according to its recently finalized Streetscape Improvement permitting. *Project Lead: Brady Shinn*

ParkBOI - 11th & Front Parking Garage - Agency Owned Property: No notable maintenance required. *Project Lead: Aaron Nelson*

Place Making

Grove Street - Multi-Block Improvement Project: The Old Boise Blocks on Grove Street between 3rd and 5th streets is ready for a catalytic, transformative project. With a few nearby projects already underway, CCDC is kicking off an inclusive community-driven visioning process to develop a place-making strategy for this site. The process began in June with a series of stakeholder visioning meetings to create a community-supported vision for the area. The public had several opportunities to engage in the visioning process through summer and fall 2020. Stakeholder visioning meetings were held on June 11, July 9, August 6 and September 17. Final draft of the visioning document has been submitted for review. The visioning document will be presented at the December 14 Board Meeting. An RFQ for a professional design team to further the project has been issued and is due December 17. *Project Leads: Karl Woods, Jordyn Neerdaels*

Linen Blocks - W. Grove Street Improvements: The Linen Blocks on Grove Street between 10th and 16th streets is being assessed for catalytic infrastructure improvements. CCDC kicked off an inclusive community-driven visioning process in September 2020 to develop a reinvestment strategy for the Linen Blocks on Grove Street. The process will include a series of stakeholder visioning meetings to create a community-supported vision for the area. The public will have several opportunities to engage in the visioning process between now and April 2021. *Project Lead: Amy Fimbel*

Special Projects

RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: The new design concept was approved in October by the city's Arts & History Commission. Installation of the sculpture is anticipated in Spring/Early Summer 2021. *Project Lead: Karl Woods*

WESTSIDE DISTRICT



Economic Development

11th Street Streetscape - Washington Street to Grove Street: These streetscape improvements are planned for construction in FY2022. 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. *Project Lead: Amy Fimbel*

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 office building 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. *Project Lead: Brady Shinn*

1015 W. Main Street - 11th and Main Apartments - PP Type 1: Seattle's Revolve Development purchased part of the former Safari Inn at 1015 W. Main Street. Revolve is redeveloping the 11th and Main building, transforming it from a 43-room hotel into 41 residential apartments, mostly studio units. Additionally, a teak-wood lattice façade will be added onto the existing stucco exterior walls. The developer was approved for a Type 1 Participation Project at the Board's July 2020 meeting to reimburse expenses to replace the 11th Street alley drive-ramp. The reimbursement will be based on actual expenses and will not exceed \$23,000 pending final confirmed work scope. Exterior facade renovation is underway and interior renovation has begun. *Project Lead: Brady Shinn*

1715 W. Idaho St - 17th and Idaho - Agency-Owned Property: 1715 W. Idaho was purchased by CCDC on July 1, 2020. On July 13, 2020, the CCDC Board of Commissioners authorized the

Agency staff to work alongside a 'Core Values Working Group' to develop a RFQ-P for the site. On October 12, 2020, the Board approved the RFQ-P issuance. The final RFQ-P was published online on Tuesday, October 21, and the proposal deadline is October 18, 2020. *Project Lead: Brady Shinn*

1010 W. Jefferson St - 10Ten Building - Agency-Owned Property: No significant maintenance items to report. The Agency's CM/GC for the Westside Urban Park project will be using a portion of the adjacent parking lot for construction staging. *Project Lead: Aaron Nelson*

1322 W. Main Street - Fire Fusion Studio - PP Type 1: Local artist Delia Dante owns and operates Fire Fusion Studio, an art and metalworking gallery that has recently relocated to 1322 W. Main Street. Ms. Dante renovated the existing, empty building to house Fire Fusion Studio's sales, art gallery and metalworking classes. The finished project will feature a completely re-built structure and roof, new interior finishes across the multiple spaces and new public improvements reimbursed by CCDC. The majority of public improvement costs relate to installing a new sidewalk on 14th Street and filling decommissioned vaults on both 14th and Main Streets. The project received Board Approval in September 2020. The project has been completed and reimbursement materials are being submitted to the Agency. *Project Lead: Brady Shinn*

421 N. 10th St - ISG/BSN Building - Agency Owned Property: No current property updates. *Project Lead: Aaron Nelson.*

Infrastructure

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 in February 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 in March 2020. The CM/GC contract with Guho Corp was executed in April. At a Special Board Meeting on July 27, 2020 the CCDC Board approved GMP (guaranteed maximum price) #1 with Guho Corp. Project is under construction and currently on schedule. Work on 8th Street is substantially complete and has been reopened to vehicle use. *Project Lead: Karl Woods*

1010 W. Main St - Avery Building - PP Type: This vacant, privately-owned 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 anticipates submitting an application once the project completes its pre-development process. *Project Lead: Brady Shinn*

State Street Streetscape & Fiber-Optic Conduit: Agency staff has negotiated an interagency agreement and a cost share permit with ACHD and the City to include improvements on State Street as part of a road project tentatively scheduled for 2022. Agency-funded improvements would include installation of a fiber-optic conduit bank on State between 8th and 14th, and construction of streetscape improvements to include street trees, Silva cells, and historic street lights from east of 12th to 14th streets. The Silva cells would serve a dual purpose of accommodating healthy street trees and managing stormwater from State Street. ACHD will credit CCDC for stormwater costs. The interagency agreement and cost share permit will be considered by the CCDC Board at its December 14 meeting. *Project Lead: Matt Edmond*

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. This is a

small but important geographical adjustment to an existing district. It expands the project area to create the ability for CCDC to assist the City and other stakeholders realize two bicycle mobility projects, as well as a historic preservation project and potential reinvestment in other important community services. The City Council accepted an eligibility report in June 2019 and directed CCDC to move forward with amending the plan. The Plan Amendment was reviewed by CCDC and Planning and Zoning. City Council adopted the plan amendment by Ordinance 45-20 on November 10. Three subsequent public readings of the ordinance concluded on December 1. Public notices and transmittals to taxing districts are underway and the final recording with Ada County is scheduled prior to the calendar 2020 year-end. With the boundary adjustment process completed, CCDC will be able to begin work within the amendment area starting January 1, 2021. *Project Lead: Doug Woodruff*

Mobility

ParkBOI - 10th & Front Garage - Agency Owned Property: The Agency hired DESMAN to perform design services for structural damage prevention. The Agency pre-qualified three contractors at the October 2020 Board meeting and issued an Invitation to Bid on October 22. The Agency received one bid at the December 2 bid opening that was approximately 50% over budget. Agency staff is discussing next steps to accomplish the project. *Project Lead: Aaron Nelson*

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 in January 2020 after which ACHD approved the design. The project received Design Review approval from the City in February 2020. The CCDC Board approved the contract for construction documents and construction administration services with Jensen Belts Associates in March 2020. The Agency has been working to accelerate the project timeline to complete construction in 2020. Construction documents were submitted to the City and ACHD for permit review. At a Special Board meeting on July 27, 2020 the GMP (guaranteed maximum price) #1 with Guho Corp. Construction was approved. Project is under construction and is currently on schedule. Work on 8th Street is substantially complete and has been reopened to vehicle use. *Project Lead: Karl Woods*

Place Making

11th Street & Bannock Street - Westside Urban Park: 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 2021. CCDC Board, Boise Arts & History Commission, and Boise City Council have approved artist Matthew Mazzotta's "Gentle Breeze" design and the public artwork will be installed in conjunction with the park. CCDC Board approved the GMP (guaranteed maximum price) at the September 14 CCDC Board meeting and construction of the park began October 20, 2020 with ribbon cutting estimated in July 2021. *Project Lead: Amy Fimbel*

30TH STREET DISTRICT



Economic Development

2403 W. 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. Reimbursement is complete. The First Amendment to both Agreements were approved by the Board at its September 2020 meeting. CCDC's Reimbursement process is complete for both Agreements and payment for the Type 4 has been issued to the Participant. *Project Lead: Brady Shinn*

Mobility

Main and Fairview Transit Stations and Platforms: CCDC, in cooperation with the City of Boise and Valley Regional Transit, is redesigning and constructing improvements at seven bus stops along Main St. and Fairview Ave between Whitewater Park Blvd and N 16th Street. CCDC is contracting with HDR Engineering to provide design services which will be completed in spring 2021 with construction to follow in summer 2021. *Project Lead: Amy Fimbel*

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 that 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. Preliminary meetings with property owners and area stakeholders have begun to help define the scope of this project. The project will include an emphasis on the 17th Street sub area of the Shoreline District. *Project Lead: Doug Woodruff*

GATEWAY EAST



GATEWAY DISTRICT

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



Economic Development

9100 S. Eisenman Road – PP Type 2: The R.L.R. Investments, LLC, project at 9100 S. Eisenman will host a new regional industrial mixed-use facility and be a regional hub for R.L.R. Investments' national operations. The project will consist of three 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 property's remaining development. Estimate total cost is \$9.8 million. The project anticipates \$385,000 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 \$80,000 in added tax increment per year. The project received approval at the June 2020 Board meeting. Excavation and site work is complete. Construction is underway on the main structure. *Project Lead: Brady Shinn*

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 Applicant has submitted its Reimbursement cost justification materials. Agency review underway. *Project Lead: Brady Shinn*

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. The project was completed this summer and the primary tenant, Verde Fulfillment, has occupied the building and is operational. 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. Boyer Company is working with its contractor to prepare documentation for the reimbursement request. *Project Lead: Matt Edmond*

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. At its May 2020 meeting, the CCDC Board approved an amended cost share permit and interagency agreement to include a longer bridge span for a mixed use pathway along the railroad, fiber optic conduit, and wider sideways in the project, at an estimated cost of \$360,000. The ACHD project is scheduled to go out to bid December 2020 with a notice to proceed in March 2021. *Project Lead: Matt Edmond*

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 to enhance data connectivity within city limits. Civil Survey Consultants completed the design of the project in November 2020, but the engineer's estimate was higher than the FY21 project budget. CCDC will delay the start of construction until summer 2021 so that costs can be split between FY21 and FY22. *Project Lead: Amy Fimbel*

AGENCY WIDE – ALL DISTRICTS

Economic Development

ParkBOI - All Garages - Cleaning: During the months of April and May, while the citizens were complying with the Governor's and Mayor's COVID-19 pandemic-caused shelter-in-place orders and only essential businesses were allowed to be open, a concerted effort was made to enhance the appearance of all ParkBOI garages. This included scrubbing the walking surfaces of all stairwells and elevator lobbies, repainting handrails and step edges, washing windows inside and out and touch up painting wherever needed. The last major undertaking was cleaning and painting the elevator lobbies and stairwells of the Capitol & Main Garage, which occurred when the elevator refurbishment project was completed. Improvements continue as warranted. *Project Lead: Aaron Nelson*

ParkBOI - New Product - Nighttime Monthly: As part of the parking rate discussion at the March 2020 meeting, the Agency recommended that the 10th & Front parking garage be designated to accommodate proposed nighttime-monthly parking pass-holders, making it available to these parkers as early as 3 pm – an attractive, lower priced alternative to a regular monthly pass. The Agency will examine implementing this product as the economy recovers from the COVID-19 pandemic. *Project Lead: Matt Edmond*

ParkBOI - New Product - Carpool Priority: A soft opening for this new product commenced July 1, 2020 via the City Go program. Despite promotions there have been no takers as of now, mostly due to the fact that most businesses are still working remotely. *Project Lead: Matt Edmond*

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, BSU, St Luke's, Downtown Boise Association (DBA), and CCDC involves

marketing its transportation products and services to the downtown community. The CCDC Board approved a renewed MOU for City Go at its October 2020 meeting. An overview can be found at citygoboise.com. *Project Lead: Matt Edmond*

ParkBOI - 9th & Main Parking Garage - Elevators: The project was delayed about four weeks. The elevator modernization for the Idaho Street side elevator started October 12 and is scheduled to complete in December 2020. Work on the Main Street side elevator is scheduled for January 4 – 29, 2021. Inspection date for the Idaho Street elevator is now December 10. *Project Lead: Aaron Nelson*

ParkBOI - Capitol & Main Parking Garage - Elevators: This project modernized the existing elevators in the Capitol & Main Garage with new finishes and amenities, improved efficiency, reliability and brought the elevators up to current code. Schindler Elevator reached substantial completion in late August 2020, but still has to replace undersized components in one car prior to release of the final payment/retainage. The remaining work is expected to be done either December 9-10 or December 21-22, 2020 depending on availability of a state inspector. *Project Lead: Matt Edmond*

ParkBOI - 9th & Front Parking Garage - Agency Owned Property: The stair towers on the 9th & Front Garage have experienced damage due to water infiltration. The Agency pre-qualified four contractors at the October 2020 Board meeting and issued an Invitation to Bid to those contractors on October 21. The Agency received no bids as of the December 1 deadline. Agency staff is discussing next steps to accomplish the project. *Project Lead: Aaron Nelson*

ParkBOI - Door Hardware & ADA Upgrades: Slichter Ugrin Architects have been hired as the design professional to develop plans and specifications for this project. Hellman Construction Company, Inc., was the responsive low bidder and is under contract. A Notice to Proceed has been issued and construction is underway. Construction is anticipated to be substantially complete in December 2020. *Project Lead: Karl Woods*

ParkBOI - LED Lighting Upgrades - Phase 2: 9th & Front, 10th & Front and Capital and Myrtle garage lights are being upgraded to LED. CCDC sent Invitations to Bid to the pre-qualified contractors on November 10. The bids were opened December 3. Five bids were received. Primary Electric was low bid at \$84,816.74. CCDC will award the bid to Primary Electric. Work is anticipated to start in December and be completed by January 30, 2021. *Project Lead: Aaron Nelson*

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 north-south 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 Street from Heron Street to Washington Street in preparation for installation in FY2022. 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 FY2022 to build the infrastructure associated with this bikeway. At its April 2020 Board meeting, the Board approved a contract with Kittelson & Associates to assist the Agency with the concept design and public engagement process. CCDC, the City, and Kittelson and Associates hosted a virtual open house for the public on September 24, 2020. Outreach also consisted of an online survey as well as online open houses specifically for 11th Street business and property owners during which the two concept design alternatives were presented for

feedback. The preferred raised bike lane concept design was approved by the CCDC Board and ACHD Commission in November 2020. *Project Lead: Amy Fimbel*

State Street Study Area: The Agency's primary consultant for the State Street Study Area, MIG, is wrapping up Phase 1 of its Scope, Planning Context and Assessment, as well as preparation for public outreach in collaboration with Agency and City of Boise staff. A virtual public engagement exercise and stakeholder outreach began on October 16 and concluded in late November. Agency staff will present survey findings, and SB Friedman will present the State Street Market Assessment, at the Board's December 14, 2020 meeting. *Project Lead: Matt Edmond*

Condominium Associations

Building Eight Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Myrtle Parking Garage (Unit 2)	35%
Raymond Management	Hampton Inn & Suites (Unit 1)	62.5%
Hendricks	Retail Units (Units 3 & 4)	2.5%
Condo Board Meetings		
Last Meeting	Next Meeting	Next Report Due
October 2020	TBD	December 31, 2021
Issues/Comments:	Motion was voted and passed to remove the \$75,000 COA interruption/income limit on the insurance policy proposed by USI. 7/0. Garage coverage was adjusted to cover replacement cost.	

Front Street Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 th & Front Parking Garage	25.76%
GBAD		2.00%
Aspen Condominiums	Aspen Lofts	52.17%
Hendricks	BoDo Retail Units	20.07%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due

November 2020	November 13, 2020	November 30, 2021
Issues/Comments:		

Bank Plaza Condominium Association CCDC Contact: Matt Edmond		
Member	Unit	Percent Interest
LN City Center Plaza/ Clearwater Analytics	A, 1A, 1B, 1C, 1H, 1K, 1L, 2C, 3C, 5A, 6A, 7A, 8A, 9A	77.372%
CCDC	1F, 1G, 1J, 2B, 4B, 5B	6.861%
GBAD	4A	3.040%
Boise State University	1D, 1E, 2A, 3A, 3B	6.131%
Valley Regional Transit	B1, B2, B3	6.429%
Sawtooth	10A	0.167%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
October 26, 2020	TBD	July 2021
Issues/Comments:		

Block 22 Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Front Parking Garage	13.30%
Block 22	The Grove Hotel, CenturyLink Arena	86.70%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
July 21, 2020	TBD	March 31, 2021
Issues/Comments:		

Capitol Terrace Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Main Parking Garage	50%
Hawkins Companies	Main + Marketplace	50%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
February 12, 2020	TBD	February 28, 2021
Issues/Comments:		

Downtown Parking Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 th & Main Parking Garage	93.51%
Les Bois Holdings, LLC	Commercial, Main Street side	2.03%
Eastman Building, LLC	Commercial, Idaho Street side	4.46%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 11, 2020	TBD	September 30, 2021
Issues/Comments:		

ACME Fast Freight Condominium Association CCDC Contact: Matt Edmond		
Member	Unit	Percent Interest
CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9% (Units 104, 015, 201, 202, 301, 302, 401)	66.490%
Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%



Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 9, 2020	TBD	September 30, 2021
Issues/Comments:		

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VI. ADJOURN



END