



BOARD OF COMMISSIONERS MEETING

March 8, 2021

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
March 8, 2021, 12:00 p.m.

All Commissioners will attend virtually.
Virtual attendance is strongly encouraged.

Join at <https://ccdcb Boise.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 February 2021
- B. Minutes and Reports
 - 1. Approval of February 8, 2021 Meeting Minutes
- C. Other
 - 1. Approve Resolution 1696 - 10026 S. Eisenman - Mr. Gas - Type 2 Participation Agreement with Lynch Land Development LLC
 - 2. Approve Resolution 1697 - Transfer of Public Assets to the City of Boise
 - 3. FY2021 Q1 Financial Report (Unaudited)

IV. ACTION ITEM

- A. CONSIDER: 2155 E Freight - Boise Gateway #2 – Type 2 Participation Agreement Designation with Boise Gateway 2, L.C. (10 minutes).....Alexandra Monjar
- B. CONSIDER: Approve Resolution 1698 - 10th & Front Structural Concrete Repairs (10 minutes)
..... Kathy Wanner/ Aaron Nelson
- C. CONSIDER: Approve Resolution 1700 - 9th & Front Garage Stairs Structural Repairs Project (10 minutes)..... Kathy Wanner/Aaron Nelson
- D. CONSIDER: Approve Resolution 1699 - 1715 W Idaho Street Housing Infill Development Project, Agreement to Negotiate Exclusively (10 minutes) Brady Shinn
- E. CONSIDER: Approve Letter of Intent with South Eighth LLC for Project at 600 S 8th Street (10 minutes)..... Brady Shinn
- F. CONSIDER: 2020 Annual Report (5 minutes).....John Brunelle
- G. PUBLIC COMMENT: 2020 Annual Report Chair Zuckerman

V. INFORMATION/DISCUSSION ITEMS

- A. Block 68 Catalytic RFP Draft Review (10 minutes)..... Doug Woodruff/Brady Shinn
- B. Participation Program Policy Revisions (10 minutes) Doug Woodruff
- 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: 2/1/2021 through 2/28/2021

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	AHA Payment - Civic Plaza	2/25/2021	85,000.00
Bank of America	2011 B Bond interest	2/26/2021	117,087.50
Zions Bank	2017 A Bond interest	2/26/2021	85,997.56
Zions Bank	2017 B Bond interest	2/26/2021	42,065.00
Total Debt Payments:			330,150.06
Payroll:			
PERSI	Retirement Payment	2/10/2021	18,561.87
EFTPS - IRS	Federal Payroll Taxes	2/10/2021	14,530.38
Idaho State Tax Commission	State Payroll Taxes	2/10/2021	2,208.00
CCDC Employees	Direct Deposits Net Pay	2/10/2021	37,338.80
PERSI	Retirement Payment	2/24/2021	18,561.87
EFTPS - IRS	Federal Payroll Taxes	2/24/2021	14,530.36
Idaho State Tax Commission	State Payroll Taxes	2/24/2021	2,208.00
CCDC Employees	Direct Deposits Net Pay	2/24/2021	37,338.81
Total Payroll Payments:			145,278.09
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	February 2021	1,319,032.12
Total Cash Disbursements:			\$ 1,794,460.27

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

A handwritten signature in blue ink that reads 'Ross Borden'.

Finance Director

3/2/2021

Date

A handwritten signature in blue ink that reads 'JB'.

Executive Director

March 1, 2021

Date

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie	178	Management Training FY2	01/29/2021	4,000.00	11867	02/26/2021
Total 4136:					4,000.00		
4085	Ada County Treasurer	1715 W IDA	R5538941262 property tax	01/31/2021	57.50	63865	02/24/2021
		1715 W IDA	R5538941261 property tax	01/31/2021	11.37	63865	02/24/2021
		1715 W IDA	R5538941271 property tax	01/31/2021	11.11	63865	02/24/2021
		1715 W IDA	R5538941281 property tax	01/31/2021	10.18	63865	02/24/2021
Total 4085:					90.16		
4126	Agnew Beck Consulting Inc	9228	Linen Blocks - W. Grove St	12/31/2020	3,632.63	11868	02/26/2021
		9228	Linen Blocks - W. Grove St	12/31/2020	403.62	11868	02/26/2021
Total 4126:					4,036.25		
3838	American Fire Protection L	11345	Monthly pump inspection &	01/06/2021	185.00	63866	02/24/2021
		11367	Service call	01/12/2021	110.00	63866	02/24/2021
		11411	Monthly pump inspection &	01/26/2021	185.00	63866	02/24/2021
		11441	Maintenance of drum drips	02/02/2021	110.00	63866	02/24/2021
		11461	Monthly pump inspection &	02/09/2021	110.00	63866	02/24/2021
Total 3838:					700.00		
1316	Blue Cross of Idaho	2100500013	Health Insurance - Feb 202	02/01/2021	19,821.10	63861	02/01/2021
Total 1316:					19,821.10		
1385	Boise City Utility Billing	1177 FEB202	848 Main St # 0447416001	02/01/2021	8.42	11898	02/26/2021
Total 1385:					8.42		
4022	Boxcast Inc	B57F3A3-00	storage fees	02/01/2021	18.95	11869	02/26/2021
Total 4022:					18.95		
4082	BVGC Parcel B LLC	1600007637	11th & Front garage CAM e	02/01/2021	2,014.50	11870	02/26/2021
Total 4082:					2,014.50		
3712	Car Park	5TH & FRON	5th & Front dec-2020 - refu	12/31/2020	537.00	11885	02/25/2021
		5TH&FRONT	5th & Front Parking Lease	12/31/2020	30,000.00	11885	02/25/2021
		5TH&FRONT	5th & Front Parking Reven	12/31/2020	29,463.00-	11885	02/25/2021
		DEC2020	10th & Front - Grove	12/31/2020	26,266.00	11885	02/25/2021
		DEC2020	9th & Front - City Centre	12/31/2020	36,482.08	11885	02/25/2021
		DEC2020	9th & Main - Eastman	12/31/2020	25,505.56	11885	02/25/2021
		DEC2020	Cap & Front - Blvd	12/31/2020	15,319.21	11885	02/25/2021
		DEC2020	Cap & Main - Cap Terrace	12/31/2020	33,711.45	11885	02/25/2021
		DEC2020	Cap & Myrtle - Myrtle	12/31/2020	22,843.13	11885	02/25/2021
		DEC2020	Cap & Myrtle - refunds	12/31/2020	10.00	11885	02/25/2021
		DEC2020	9th & Front - refunds	12/31/2020	140.00	11885	02/25/2021
		DEC2020	Cap & Front - Refunds	12/31/2020	30.00	11885	02/25/2021
		DEC2020	9th & Main - refunds	12/31/2020	77.00	11885	02/25/2021
		NOV2020 5T	5th & Front Parking Nov 20	11/30/2020	30,000.00	11885	02/25/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		NOV2020 5T	5th & Front Parking Reven	11/30/2020	27,350.00-	11885	02/25/2021
	Total 3712:				164,108.43		
1556	Caselle Inc.	106803	Contract support - Februar	02/01/2021	840.00	63862	02/01/2021
	Total 1556:				840.00		
1595	City of Boise	IL1667	Utility Reimbursement (Tra	01/31/2021	312.56	63867	02/24/2021
		IL1667	Utility Reimbursement (Tra	01/31/2021	153.94	63867	02/24/2021
	Total 1595:				466.50		
3947	Crane Alarm Service	76039	Fire Alarm System - Monito	12/01/2020	25.00	63868	02/24/2021
		78292	Fire Alarm System - Monito	02/01/2021	25.00	63868	02/24/2021
	Total 3947:				50.00		
1703	CSHQA	34590	ParkBOI LED Lighting Upg	12/31/2020	598.96	11871	02/26/2021
	Total 1703:				598.96		
1787	Downtown Boise Associati	8353	FY2021 Contribution	02/11/2021	16,000.00	63869	02/24/2021
		8353	FY2021 State of Downtown	02/11/2021	3,500.00	63869	02/24/2021
		8353	FY2021 Parking Map and	02/11/2021	1,800.00	63869	02/24/2021
	Total 1787:				21,300.00		
1832	Eide Bailly LLP	EI01080502	Audit 2020	12/31/2020	13,300.00	11886	02/25/2021
	Total 1832:				13,300.00		
3695	Guho Corp.	200101063-0	8th & Bannock Streetscape	01/31/2021	51,511.86	11887	02/25/2021
		200101063-0	8th & Bannock Streetscape	01/31/2021	120,194.35	11887	02/25/2021
		200101084-0	CCDC Storefront behind R	12/31/2020	8,888.00	11887	02/25/2021
	Total 3695:				180,594.21		
3853	Hawkins Companies LLC	01012021	Cap T. Condo: Jan - Mar 2	01/20/2021	15,895.92	63870	02/24/2021
	Total 3853:				15,895.92		
4115	HDR Engineering Inc	1200322833	Main & Fairview Transit Sta	12/31/2020	13,305.50	11888	02/25/2021
		1200324272	Main & Fairview Transit Sta	01/31/2021	16,466.45	11888	02/25/2021
	Total 4115:				29,771.95		
4104	Hellmann Construction Co	200062-6	ParkBOI Garages – Door H	12/31/2020	18,699.80	11889	02/25/2021
	Total 4104:				18,699.80		
3826	Idaho Airships Inc.	7305	Digital Files for Print - Arial	01/31/2021	76.50	11872	02/26/2021
	Total 3826:				76.50		
2129	Idaho Blueprint and Supply	0000459085	district maps	01/31/2021	342.50	11873	02/26/2021
		0000459568	district maps	01/31/2021	64.00	11873	02/26/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 2129:					406.50		
2165	Idaho Power	6607 JAN202	9th St outlets #220040660	01/31/2021	6.45	11897	02/18/2021
		7995 JAN202	9th & State # 2201627995	01/31/2021	8.30	11896	02/25/2021
Total 2165:					14.75		
3900	Idaho Records Manageme	0143488	Records Storage	01/31/2021	79.00	11874	02/26/2021
Total 3900:					79.00		
3966	Involta LLC	0057346	Website Hosting Services	02/01/2021	1,347.90	11875	02/26/2021
Total 3966:					1,347.90		
3808	Jed Split Creative	2449	creative services - busines	01/29/2021	339.77	63871	02/24/2021
		2450	creative services - print ads	01/29/2021	344.85	63871	02/24/2021
Total 3808:					684.62		
2288	Jensen Belts Associates	1765CD-10	Westside Park DD-CD-CA	01/31/2021	7,411.79	11890	02/25/2021
		1765CD-9	Westside Park DD-CD-CA	12/31/2020	19,388.33	11890	02/25/2021
		1768CD-8	8th and Bannock Streetsca	01/31/2021	1,412.70	11890	02/25/2021
		1768CD-8	8th and Bannock Streetsca	01/31/2021	1,252.78	11890	02/25/2021
Total 2288:					29,465.60		
2360	Kittelson & Associates Inc.	0115359	11th Street Bikeway Conce	12/31/2020	2,300.40	11876	02/26/2021
Total 2360:					2,300.40		
3836	Langston & Associates	20.2227V	Triangle Lot -- Restricted A	01/31/2021	3,500.00	63872	02/24/2021
Total 3836:					3,500.00		
4168	Michael Zuzel	210018-1	Staff Bios and Feature Artic	12/31/2020	585.00	11877	02/26/2021
		210018-2	Staff Bios and Feature Artic	01/31/2021	405.00	11877	02/26/2021
Total 4168:					990.00		
4157	MIG Inc	0067943	State Street Corridor Fram	12/31/2020	6,251.50	11891	02/25/2021
Total 4157:					6,251.50		
2615	Northwest Recreation	21-2261	Tree Grates	01/20/2021	4,657.00	63873	02/24/2021
Total 2615:					4,657.00		
2774	Pro Care Landscape Mana	36479	ParkBOI Winter Lights FY2	01/31/2021	1,633.03	11878	02/26/2021
Total 2774:					1,633.03		
2798	Quadrant Consulting Inc.	11404	State Street District Map &	12/31/2020	2,298.38	11879	02/26/2021
Total 2798:					2,298.38		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4125	Red Sky Inc	12081	Communication Services F	12/31/2020	2,000.00	63874	02/24/2021
		12096	Communication Services F	01/31/2021	2,000.00	63874	02/24/2021
Total 4125:					4,000.00		
4165	Remy Alice LLC	210003-2	Linen Blocks - W. Grove St	01/31/2021	10,237.50	11892	02/25/2021
		210003-2	Linen Blocks - W. Grove St	01/31/2021	1,137.50	11892	02/25/2021
Total 4165:					11,375.00		
3896	Rim View LLC	FEB2021	Monthly Rent - Trailhead F	02/01/2021	15,250.00	63863	02/01/2021
Total 3896:					15,250.00		
4079	SafeGuard Business Syste	034111507	Parking Deposit Slips	01/31/2021	404.60	11899	02/09/2021
		034111531	Parking Deposit Slips	01/31/2021	166.04	11900	02/09/2021
Total 4079:					570.64		
3929	SB Friedman Development	190092-6	Proposed State Street UR	12/31/2020	15,381.25	11893	02/25/2021
Total 3929:					15,381.25		
3796	Scheidt & Bachmann USA I	43194	December 2020 Merchant	12/31/2020	340.38	11880	02/26/2021
		43416	January 2021 Merchant Fe	01/31/2021	440.08	11880	02/26/2021
Total 3796:					780.46		
4076	Schindler Elevator Corpora	200049-2	9th & Main elevator refurbi	01/31/2021	120,477.45	11894	02/25/2021
		200049-3	9th & Main elevator refurbi	01/31/2021	33,258.13	11894	02/25/2021
		200049-4	9th & Main elevator refurbi	01/31/2021	1,413.60	11894	02/25/2021
Total 4076:					155,149.18		
3542	Security LLC - Plaza 121	FEB2021	Office rent - Feb 2021	02/01/2021	13,970.00	63864	02/01/2021
Total 3542:					13,970.00		
3974	Stability Networks Inc.	34369	Replace Wireless Access P	01/31/2021	1,403.56	11881	02/26/2021
		34400	AppRiver SecureTide	01/31/2021	90.00	11881	02/26/2021
		34400	Cisco Subscription	01/31/2021	5.84	11881	02/26/2021
		34400	Cloud Backup	01/31/2021	420.00	11881	02/26/2021
		34508	IT Services - FY2021	01/31/2021	2,520.00	11881	02/26/2021
		34508	Phone System Support	01/31/2021	105.00	11881	02/26/2021
Total 3974:					4,544.40		
3029	State Insurance Fund	24381427	Installment Premium	01/26/2021	1,932.00	63875	02/24/2021
		24381427	Premium Adjustment	01/26/2021	1,466.00	63875	02/24/2021
Total 3029:					3,398.00		
3242	Suez Water Idaho	0025 JAN202	437 S 9th St irri #06006688	01/13/2021	28.30	11862	02/01/2021
		2853 JAN202	Eastman office #06000337	01/13/2021	51.07	11863	02/01/2021
		4259 JAN202	516 S 9th St irri #06006391	01/13/2021	28.30	11864	02/01/2021
		8504 JAN 20	Grove & 10th #060035756	01/13/2021	48.06	11865	02/01/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3242:					155.73		
4109	Syringa Networks LLC	20339 FEB2	internet & data	02/01/2021	652.05	63876	02/24/2021
		20339 JAN 2	internet & data	01/01/2021	652.05	63876	02/24/2021
Total 4109:					1,304.10		
4074	The Potting Shed	18924	Interior Plant Maint.	01/31/2021	65.00	63877	02/24/2021
Total 4074:					65.00		
4009	TML Heating & Air Conditio	42520	Cooling Fan - Server Room	01/20/2021	59.00	63878	02/24/2021
Total 4009:					59.00		
3170	Treasure Valley Coffee Inc	2160:071363	Cooler Rental	01/20/2021	106.00	63879	02/24/2021
Total 3170:					106.00		
3233	United Heritage	02014-001 J	Disability insurance - Jan 2	01/31/2021	1,276.02	63880	02/24/2021
Total 3233:					1,276.02		
3835	US Bank - Credit Cards	01.25.2021	Voice, data & webhosting s	01/25/2021	120.64	11866	02/12/2021
		01.25.2021	Office Supplies	01/25/2021	197.45	11866	02/12/2021
		01.25.2021	Computer & Software Supp	01/25/2021	192.96	11866	02/12/2021
		01.25.2021	Postage	01/25/2021	120.00	11866	02/12/2021
		01.25.2021	Dues & Subscriptions	01/25/2021	1,070.00	11866	02/12/2021
		01.25.2021	Personnel Training (Local)	01/25/2021	338.96	11866	02/12/2021
		01.25.2021	Local Meetings & Transport	01/25/2021	41.90	11866	02/12/2021
		01.25.2021	Professional Services Gen	01/25/2021	5.95	11866	02/12/2021
		01.25.2021	Office Furniture & Equipme	01/25/2021	551.20	11866	02/12/2021
		01.25.2021	Banking & Merchant Fees	01/25/2021	66.50	11866	02/12/2021
Total 3835:					2,705.56		
3997	Wash Worx	INV-000787	bench repair	02/05/2021	975.00	11882	02/26/2021
Total 3997:					975.00		
3365	Westerberg & Associates	242	Legislative Advisement Ser	01/29/2021	5,000.00	11883	02/26/2021
Total 3365:					5,000.00		
3374	Western States Equipment	IN001550251	Bldg 8 generator monthly i	02/02/2021	277.77	63881	02/24/2021
Total 3374:					277.77		
3398	Wright Brothers	18149-4	Westside Urban Park CM	01/31/2021	331,689.96	11895	02/25/2021
		18149-4	Westside Urban Park CM	01/31/2021	25,387.76	11895	02/25/2021
		18149-4	Westside Urban Park CM	01/31/2021	159,165.00	11895	02/25/2021
		18149-4	Westside Urban Park CM	01/31/2021	34,939.00	11895	02/25/2021
Total 3398:					551,181.72		
3990	Xerox Corporation	012299760	Copier Lease	12/31/2020	294.54	11884	02/26/2021

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		012548779	Copier Lease	01/31/2021	280.88	11884	02/26/2021
	Total 3990:				575.42		
4158	Zoom Video Communicatio	INV6816771	video conference service 2/	02/11/2021	911.54	63882	02/24/2021
	Total 4158:				911.54		
	Grand Totals:				1,319,032.12		

Report Criteria:

Detail report type printed

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Boise, ID 83702
February 8, 2021

I. CALL TO ORDER:

Board Members appeared remotely, as did John Brunelle, Executive Director, Alexandra Monjar, Project Manager – Property Development, Kathy Wanner, Contracts Specialist, Karl Woods, Senior Project Manager – Capital Improvements, Brady Shinn, Project Manager – Property Development, and Ryan Armbruster, CCDC Legal Counsel.

Ross Borden, Finance & Administration Director, 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 which was open and accessible for public attendance. It was confirmed that the live streaming service (BoxCast) was working properly, enabling the public to view the live stream.

Present: Commissioner David Bieter, Commissioner Latonia Haney Keith, Commissioner Danielle Hurd, Commissioner Lauren McLean, Commissioner Kate Nelson, Commissioner Maryanne Jordan, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman

Absent: Commissioner Gordon Jones

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

Chairman Zuckerman convened the meeting with a quorum at 12:01 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 – January 2021

B. Minutes and Reports

1. Approval of January 11, 2021 Meeting Minutes
2. Approval of January 28, 2021 Special Meeting Minutes

C. Other

1. Approve Resolution 1690 - Type 1 Agreement for I.M. IRIE TWO LLC - 505 W Bannock Street
2. Approve Resolution 1691 - 5th and Front Mixed Use – Third Amendment to the Type 3 Transformative Assistance Agreement with Front Street Investors, LLC

Commissioner Woodings made a motion to approve the Consent Agenda.

Commissioner Hurd seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jordan - Aye
Commissioner Mclean - Aye
Commissioner Nelson - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman - Aye

The motion carried 8-0

IV. ACTION ITEMS

A. CONSIDER: 10026 S Eisenman Rd - Mr. Gas Industrial Truck Terminal - Participation Program Type 2 Designation (

Alexandra Monjar, Project Manager – Property Development, gave a report.

Commissioner Woodings moved to direct staff to negotiate a final Type 2 Participation Agreement with Lynch Land Development for future board approval.

Commissioner Bieter seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jordan - Aye
Commissioner Mclean - Aye
Commissioner Nelson - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman - Aye

The motion carried 8-0

B. CONSIDER: Resolution 1692 - Design Professional Services Agreement for Old Boise Blocks on Grove Street Streetscape Improvements Project

Kathy Wanner, Contracts Specialist and Karl Woods, Senior Project Manager – Capital Improvements, gave a report.

Commissioner Woodings moved to adopt Resolution 1692 approving Jensen Belts Associates as Landscape Architect of Record and approving Task Order 19-003 for schematic design and design review approval for the Old Boise Blocks on Grove Street Streetscapes Improvements Project.

Commissioner Bieter seconded.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jordan - Aye
Commissioner Mclean - Aye
Commissioner Nelson - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman - Aye

The motion carried 8-0

C. CONSIDER: Resolution 1693 or 1694 or 1695 - Directing Staff to Finalize an Agreement to Negotiate Exclusively with the Approved 1715 W Idaho Street Development Entity

Board members who were not present at either the January 11, 2021 regular board meeting or the January 28, 2021 special meeting confirmed they had reviewed all the material available and presented during those meetings. Board members also confirmed no contact with Board members from the responders to the Request for Proposals occurred.

Brady Shinn, Project Manager – Property Development, gave a report.

Commissioner Woodings moved to adopt Resolution 1695 directing Agency staff to negotiate and finalize an Agreement to Negotiate Exclusively with SMR Development LLC and return that Agreement to the Agency Board for approval at a future public meeting.

Commissioner Jordan seconded.

Ryan Armbruster, CCDC Legal Counsel suggested the motion be amended to state, "If negotiations fail with McCarty Flatts LLC, that negotiations commence with Connor Construction LLC, if that is the will of the Board."

Commissioner Woodings amended the motion to state, if negotiations fail with McCarty Flatts, that negotiations commence with Connor Construction.

Commissioner Jordan agreed with the amended motion and confirmed her seconding of the motion.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jones - Aye
Commissioner Mclean - Aye
Commissioner Nelson - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman - Aye

The motion carried 8-0

V. INFORMATION/DISCUSSION ITEMS

A. CCDC Monthly Report

John Brunelle, 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 Bieter seconded the motion. A roll call vote was taken.

Roll Call:

Commissioner Bieter - Aye
Commissioner Haney-Keith - Aye
Commissioner Hurd - Aye
Commissioner Jones - Aye
Commissioner Nelson - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman - Aye

The motion carried 8-0. The meeting adjourned at 12:48 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 8th DAY OF MARCH 2021.

Dana Zuckerman, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: Resolution #1696 – Approving 10026 S. Eisenman – Mr. Gas – Type 2 Participation Agreement with Lynch Land Development, LLC		Date: March 8, 2021
Staff Contact: Alexandra Monjar	Attachments: 1) Resolution #1696 2) Type 2 Agreement	
Action Requested: Adopt Resolution #1696 approving the Type 2 General Assistance Participation Agreement with Lynch Land Development, LLC and authorizing the Executive Director to execute the agreement.		

Background:

Mr. Gas is building a new travel center on a currently undeveloped parcel off the Eisenman Rd. exit in Boise. The Project, “Mr. Gas 21,” is in the Gateway East District and will be developed by Lynch Land Development, based in Burley, ID.

The project consists of multiple structures, associated infrastructure and land use consistent with trucking terminals including fueling areas, temporary and overnight parking areas, bulk fuel storage facilities, an 11,000 SF convenience store with showers, and RV parking and dump facilities. The 19.3-acre site is located at the southernmost extent of the Gateway East Urban Renewal District, north of the S. Eisenman Road interchange of I-84, bounded between I-84 to the east and S. Eisenman Road to the west.

The estimated development costs total \$12,942,509, with approximately \$4,400,000 in site work and infrastructure costs, \$5,300,000 to develop and furnish facilities, and a little over \$3,000,000 in land acquisition and soft costs.

The project received Design Review approval in December, 2020. Grading and initial site preparation work has begun. Project construction is estimated to begin in February, pending permit issuance. And the developer expects project completion and certificate of occupancy in September 2021.

10026 S Eisenman was designated by the board on February 8, 2021 for CCDC's Type 2 Participation Program. Under the Gateway East Participation Program, which does not require a scorecard and projects are eligible for reimbursement at 80% of tax increment generated for up to six years, subject to Board approval. The public improvements that are eligible for CCDC funding include extending water and sewer mainlines, installing streetlights and a Myers cabinet, and constructing a sidewalk.

In July 2019, the CCDC Board approved the Gateway East Participation Program which includes a Type 2 General Assistance Reimbursement. This project meets the requirements of the Type 2 Program and also promotes CCDC and City objectives to diversify Boise's economy by promoting industrial development. The project owner has not applied for any incentive programs that are incompatible with Type 2 tax increment reimbursement assistance.

Project Summary:

- Located on S. Eisenman Road just off the I-84 Interchange
- 19.3-acre lot
- 11,000 SF convenience store with travel center services
- Parking for 33 automobiles, 6 RVs, and 72 Semi-trucks
- \$12,942,509 Total Development Costs
- 35 construction jobs estimated
- 31 permanent jobs estimated

Timeline:

- December 9, 2020 – Design Review Approval
- October 2020 – Grading permit issued
- February 8, 2021 – CCDC Board designated project for Type 2 General Assistance
- February/March 2021 – Estimated construction permit date
- March 8, 2021 – Type 2 Agreement Finalize/Execute
- September 2021 – Estimated construction completion
- Fall 2021 – Developer submits costs for reimbursement
- 2022 – Project is on tax rolls and pays property taxes
- 2023 through 2028 – T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

Type 2 assistance is limited to the lesser of: 1) The agreed upon total project Eligible Expenses or, 2) 80% of the project's tax increment value or the qualified reimbursement term (6 years). With this project, the lesser is the latter. The total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

The project has estimated Eligible Expenses of approximately \$1,005,645 for public improvements. Based on the Participation Program's tax increment generation equation, the estimated total reimbursement amount will be \$486,155. Assuming the project is complete per its schedule in September of 2021, the development will receive reimbursements from CCDC beginning in 2022.

Estimated Reimbursement Payments (rounded)	
1) September 2023	\$81,026
2) September 2024	\$81,026
3) September 2025	\$81,026
4) September 2026	\$81,026
5) September 2027	\$81,026
6) September 2028	\$81,026
Total	\$486,155

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

Staff Recommendation:

Adopt Resolution #1696

Suggested Motion:

I move to Adopt Resolution #1696 approving the Type 2 General Assistance Participation Program Agreement with Lynch Land Development, LLC and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1696

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 TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND LYNCH LAND DEVELOPMENT, LLC; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Lynch Land Development, LLC, owns or controls certain real property that it plans to develop into a new travel center adjacent to the Interstate 84 Eisenman Road freeway exit with fuel service and amenities for professional drivers and commuter and recreational traffic, including fuel canopies and a convenience store (the "Project"), as well as certain right-of-way public improvements, all of which are located in the Gateway East Economic Development District as created by the Gateway East District Plan; and,

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

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

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

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

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

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

Section 2: That the Type 2 Agreement with Lynch Land Development, LLC, which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Chair, Vice-Chair, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 8, 2021, Agency Board meeting.

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

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on March 8, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 8, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

LYNCH LAND DEVELOPMENT, LLC

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as CAPITAL CITY DEVELOPMENT CORPORATION ("CCDC"), an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho, and Lynch Land Development, LLC, an Idaho limited liability company ("Participant"), collectively referred to as the "Parties" and each individually as "Party."

RECITALS

- A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").
- B. Participant owns or controls certain real property addressed as 10026 S Eisenman Road (the "Project Site"), which is more accurately described and depicted on attached **Exhibit A**.
- C. Participant plans to construct on the Project Site a new travel center adjacent to the Interstate 84 Eisenman Road freeway exit in southeast Boise with fuel and amenities for professional drivers as well as commuter and recreational traffic, including fuel canopies and an 11,000 square foot convenience store (collectively, the "Project"). The Project is visually depicted on attached **Exhibit B**.
- D. The CCDC Board of Commissioners has adopted the CCDC Gateway East Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the "Eligible Expenses").
- E. As part of the Project, Participant intends to: expand water and sewer main lines

along Eisenman Road from Freight Street to the southern edge of the site, construct a sidewalk with landscape buffer meeting City of Boise and ACHD design standards, install three streetlights and a Myers electrical utility cabinet, and perform necessary roadway patchwork on Eisenman Road (the "Eligible Expenses"). The Eligible Expenses are visually depicted on the Public Improvement Plans on attached **Exhibit C**.

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

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete. Participant must reach Completion of the Project and the Public Improvements by January 1, 2022. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single one hundred eighty (180) day extension to the January 1, 2022, construction completion deadline may be granted upon written approval by CCDC.

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

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

B. Parties to This Agreement

1. CCDC

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

2. Participant

Participant is Lynch Land Development, LLC, an Idaho limited liability company. The principal address of Participant is 411 Overland Avenue, Burley, Idaho 83318.

The registered agent for Lynch Land Development, LLC, is James C. Lynch, who is also a manager for the company, with the same address of 411 Overland Avenue, Burley, Idaho 83318.

"Participant," as used herein, includes Lynch Land Development, LLC, and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

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

The current total assessed value of the Site, as determined by the Ada County Assessor, is One Million Three Hundred Thirty-Three Thousand Dollars (\$1,333,000.00) for tax year 2020.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be Twelve Million Nine Hundred Forty-Two Thousand Five Hundred Nine Dollars (\$12,942,509) (the "Estimated Value").

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

D. Participation Program

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

If Participant materially changes the Project contemplated in the application submitted to CCDC on January 29, 2021 (the "Application"), CCDC reserves the right to re-evaluate

the Project which could impact the reimbursement. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

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

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

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

C. Public Improvements

"Public Improvements" shall mean those improvements eligible for reimbursement under the Gateway East Participation Program and agreed to for funding by CCDC. The Public Improvements are set forth in **Exhibit C**.

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

D. Construction of Public Improvements

Participant will construct the public improvements as shown in Exhibit C and as approved by the City of Boise, ACHD, and other authorities having jurisdiction. Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a commercially reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its

general contractor solicits or solicited at least three (3) competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

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

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be One Million Five Thousand Six Hundred Forty-Five Dollars (\$1,005,645) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.
2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way. Areas requiring easements are set forth in **Exhibit F (NOT APPLICABLE)**. A draft easement is attached as **Exhibit G (NOT APPLICABLE)**.
3. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, pavers, benches, street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
5. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.

6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that all contractors and all levels of subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
7. Additional documentation or clarifications such as copies of lien waivers may be required and requested by CCDC.
8. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

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

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

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

G. Reimbursement Schedule

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

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

CCDC has no authority or control of the Ada County Assessor's property tax assessments. In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of new construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year. Tax assessments on that value will be paid by Participant and collected

during the following fiscal year for Ada County.¹ This circumstance reflects a full-year value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

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

The anticipated timeline for this project is as follows:

Reimbursement	Project Completion	Assessment	Assessment Type	Taxes Due	Reimbursement Paid
#1	September 2021	January 2022	Primary Roll	Dec. 2022 & June 2023	September 2023
#2	NA	January 2023	Primary Roll	Dec. 2023 & June 2024	September 2024
#3	NA	January 2024	Primary Roll	Dec. 2024 & June 2025	September 2025
#4	NA	January 2025	Primary Roll	Dec. 2025 & June 2026	September 2026
#5	NA	January 2026	Primary Roll	Dec. 2026 & June 2027	September 2027
#6	NA	January 2027	Primary Roll	Dec. 2027 & June 2028	September 2028

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

Estimated Assessed Full Value*	\$10,354,007
2020 Assessed Value	-\$1,333,000
Subtotal	\$9,021,007
X Levy Rate (0.0112)	\$101,282
X 80% (Reimbursement Rate)	\$81,026

Estimated Reimbursement Payments

1) September 2023	\$81,026
2) September 2024	\$81,026
3) September 2025	\$81,026

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

4) September 2026	\$81,026
5) September 2027	\$81,026
6) September 2028	\$81,026
Total	\$486,155

** The Estimated Assessed Value is 80% of the "Estimate Value" in Section II. C. to account for potential differences in the assessment.*

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

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

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

H. CCDC Reimbursement Assignable

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

I. Subordination of Reimbursement Obligations

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

J. Indemnification

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

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

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

K. Insurance

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

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC as additional insured.
2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.
3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

4. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

L. Antidiscrimination During Construction

Participant, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Participant at its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part.

M. Maintenance

Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC, City, or other governmental entity to accept any maintenance obligations for the Public Improvements in the right of way or an easement area. Public improvements maintained by the property owner must be maintained at an equivalent standard as those improvements in the right-of-way. CCDC or City may enforce maintenance standards as needed.

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

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through December 31, 2039.

B. Local, State and Federal Laws

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

C. Taxes

Participant recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and timing of

collection process as is the CCDC's ability to successfully meet long term financing and payment obligations and to continue doing business.

1. Taxes Generally

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

2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code Section 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2027. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

In the event that a dispute arises between CCDC and Participant regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within forty-five (45) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement with an Effective Date as of the last date written below.

Capital City Development Corporation ("CCDC")

Date

John Brunelle, Executive Director

Lynch Land Development, LLC ("Participant")

Date



James C. Lynch, Manager

Budget Info / For Office Use	
Fund/District	306
Account	7001
Activity Code	
PO #	
Contract Term	September 2028

Exhibit A
Legal Description

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=5 NIKOLA OLSON
TITLEONE BOISE

2020-172504
12/14/2020 04:01 PM
\$15.00



Order Number: 20366500

Warranty Deed

For Value Received,

John W. Gillingham, an unmarried person, who also appears of record as Jack W. Gillingham and Randall J. Gillingham, an unmarried person, the Grantor, does hereby grant, bargain sell and convey unto, Lynch Land Development, LLC, an Idaho limited liability company, whose current address is 411 Overland Ave, Burley, ID 83318, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Parcel I:

That portion of the Southeast quarter of the Northwest quarter of Section 18, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho, lying West of Interstate 80 North:

Excepting Therefrom:

Parcel 3A:

A parcel of land located in the Southeast quarter of the Northwest quarter of Section 18, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at an aluminum cap marking the West quarter section corner of Section 18, Township 2 North, Range 3 East, Boise Meridian; thence along the center quarter section line of said Section 18 South 89°51'20" East 575.29 feet to an iron pin; thence continuing along said center quarter section line South 89°38'28" East 662.22 feet to an iron pin marking the Center-West 1/16 section corner of said Section 18; thence continuing along said center quarter section line South 89°34'55" East 315.33 feet to a point on the Westerly right-of-way line of the new alignment of Eisenman Road, said point being 100 feet right of centerline station 84+25.52 of said Eisenman Road, as shown on the plans of Interstate 84, Federal Aid Project No. NH 84-2 (047) 59 Highway Survey, also being the

Real Point of Beginning; thence leaving said center quarter section line, and along the new Westerly right-of-way line of said Eisenman Road

North 15°19'20" West 125.52 feet to a point being 100 feet right of centerline station 83+00.00 of said Eisenman Road; thence

North 21°01'59" West 201.00 feet to a point being 120 feet right of centerline station 81+00.00 of said Eisenman Road; thence

North 15°19'17" West 96.38 feet to a point being 120 feet right of centerline station P.T. 80+03.62 of said Eisenman Road; thence along a curve to the left, having a radius of 455.00 feet, a central angle of 40°19'42", an arc length of 320.26 feet, and a chord which bears

North 35°29'11" West 313.69 feet to a point on the West 1/16 section line of said Section 18, also being the East boundary line of U.S. Government Lot 2 of said Section 18, said point being 120 feet right of centerline station 75+98.90 of said Eisenman Road; thence leaving said Westerly right-of-way line, and along said West 1/16 section line

North 0°12'51" East 240.27 feet to a point on the Easterly right-of-way line of the new alignment of said Eisenman Road, said point being 80 feet left of centerline station 74+64.75 of said Eisenman Road; thence leaving said West 1/16 section line, and along said Easterly right-of-way line

South 56°08'21" East 129.24 feet to a point being 80 feet left of centerline station P.C. 75+93.99 of said Eisenman Road; thence along a curve to the right, having a radius of 655.00 feet, a central angle of 40°49'01", an arc length of 466.62 feet, and a chord which bears South 35°43'51" East 456.81 feet to a point being 80 feet left of centerline station P.T. 80+03.62 of said Eisenman Road; thence

South 15°19'20" East 472.63 feet to a point on said East-West center quarter section line, said point being 80 feet left of centerline station 84+76.25 of said Eisenman Road; thence leaving said Easterly right-of-way line, and along said East-West center quarter section line

North 89°34'55" West 187.01 feet to the Real Point of Beginning.

Highway Station Reference: 74+64.75 to 84+76.25 Eisenman Road.

The bearings shown on the above land description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the North American Datum of 1927, for the West Zone of Idaho.

Further Excepting Therefrom:

Parcel 3B:

A parcel of land located in the Southeast quarter of the Northwest quarter of Section 18, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at an aluminum cap marking the West quarter section corner of Section 18, Township 2 North, Range 3 East, Boise Meridian; thence along the center quarter section line of said Section 18

South 89°51'20" East 575.30 feet to an iron pin; thence continuing along said center quarter section line

South 89°38'28" East 662.22 feet to an iron pin marking the Center-West 1/16 section corner of said Section 18; thence continuing along said center quarter section line

South 89°34'55" East 883.85 feet to a point on the proposed new Westerly right-of-way line of the Isaac's Canyon Interchange, said point being 388.32 feet right of the East bound centerline station 452+28.92 of Interstate 84, as shown on the plans of Interstate 84, Federal Aid Project No. NH 84-2 (047) 59 Highway Survey, also being the Real Point of Beginning; thence leaving said center quarter section line, and along the proposed new Westerly right-of-way line of the Isaac's Canyon Interchange

North 2°02'42" East 478.50 feet to a point being 200 feet right of said East bound centerline station 448+00.00; thence

North 9°45'02" West 300.64 feet to a point at the intersection of said proposed Westerly right-of-way line and the existing, Westerly right-of-way line of a 50 foot wide Stock/Access Drive, said point being 150 feet right of said East bound lane centerline station 445+08.00; thence leaving said proposed new right-of-way line,

along said existing Stock/Access Drive right-of-way line, and along a curve to the left having a radius of 11609.16 feet, a central angle of 4°05'44", an arc length of 829.81 feet, and a chord which bears South 20°38'27" East 829.64 feet to a point of intersection of said Stock/Access Drive right-of-way line and said East-West center quarter section line, said point being 150 feet right of said East bound lane centerline station 453+27.09; thence leaving said Stock/Access Drive right-of-way line, and along said East-West center quarter section line

North 89°34'55" West 258.63 feet to the Real Point of Beginning.

Highway Reference Station: 445+08.00 to 453+27.09 of the East bound lane of Interstate 84.

The bearings shown on the above land description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the North American Datum of 1927, for the West Zone of Idaho.

Further Excepting Therefrom:

That portion of the land lying southwesterly of Parcel 3A (Eisenman Road Right-of Way) referenced above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Remainder of this page intentionally left blank.

Dated:

Signed in Counterpart

John W. Gillingham


Randall J. Gillingham

State of Arizona, County of Maricopa, ss.

On this 11 day of December in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~John W. Gillingham~~ ^{*Randall J. Gillingham}, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.



Notary Public

Residing In:

My Commission Expires: 12/7/2022
(seal)



State of _____, County of _____, ss.

On this _____ day of December in the year of 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Randall J. Gillingham~~, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Notary Public

Residing In:

My Commission Expires:
(seal)

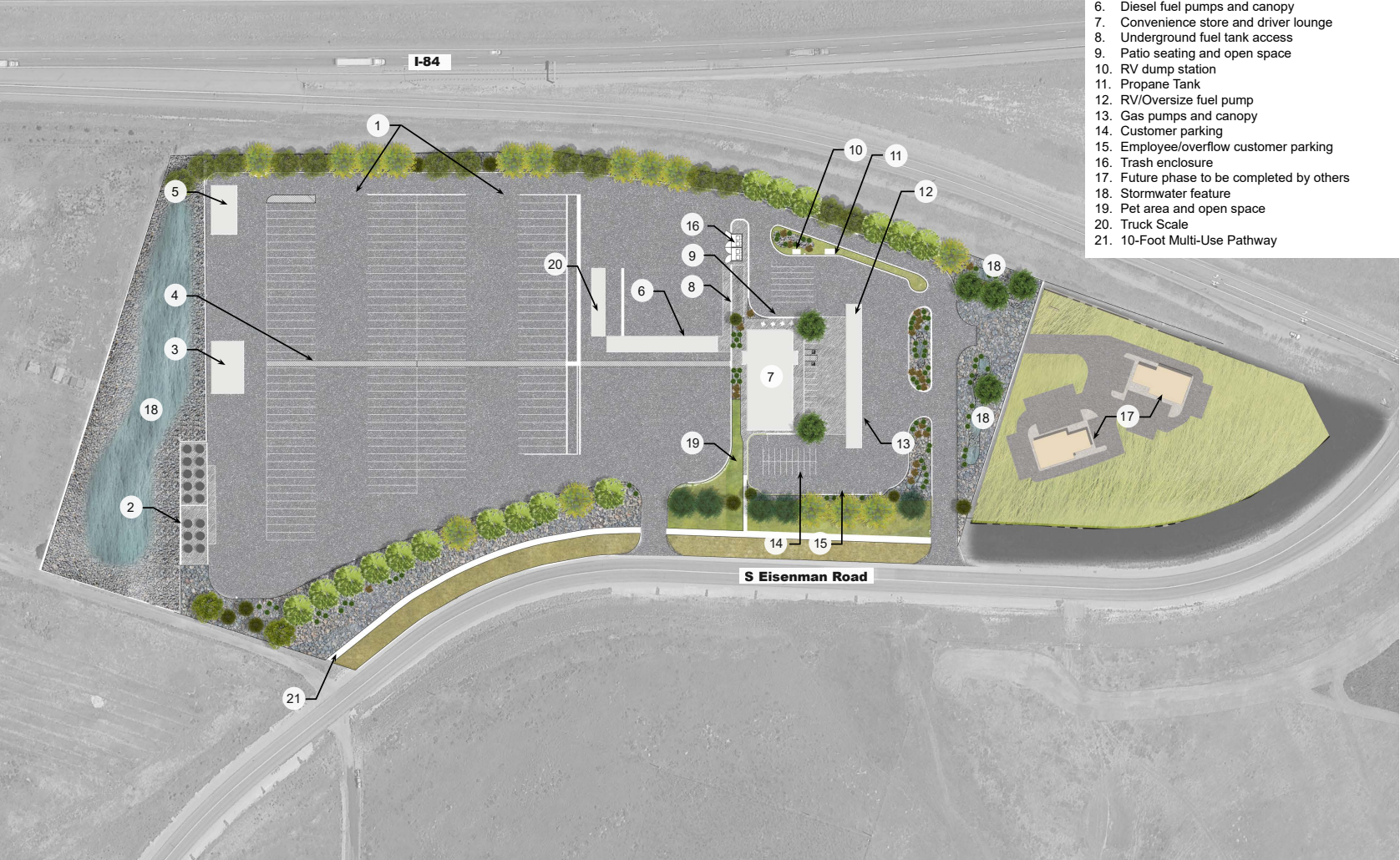
Mr. Gas #21 Boise Truck Terminal
10026 S Eisenman Road
Boise, Idaho 83716



TLG PN: 120080

Exhibit A (continued)

Depiction of Project Site



- Keynotes**
- 1. Truck parking
 - 2. Bulk fuel transfer tanks
 - 3. Truck service shop (future phase)
 - 4. Lighted walk alley
 - 5. Small warehouse space – oil and lube storage (future phase)
 - 6. Diesel fuel pumps and canopy
 - 7. Convenience store and driver lounge
 - 8. Underground fuel tank access
 - 9. Patio seating and open space
 - 10. RV dump station
 - 11. Propane Tank
 - 12. RV/Oversize fuel pump
 - 13. Gas pumps and canopy
 - 14. Customer parking
 - 15. Employee/overflow customer parking
 - 16. Trash enclosure
 - 17. Future phase to be completed by others
 - 18. Stormwater feature
 - 19. Pet area and open space
 - 20. Truck Scale
 - 21. 10-Foot Multi-Use Pathway

Site Plan



Exhibit B

Project Depiction and Renderings



Convenience Store - Looking Northwest



Convenience Store - Looking Northeast



Auto Fuel Canopy and Surfacing Precedent

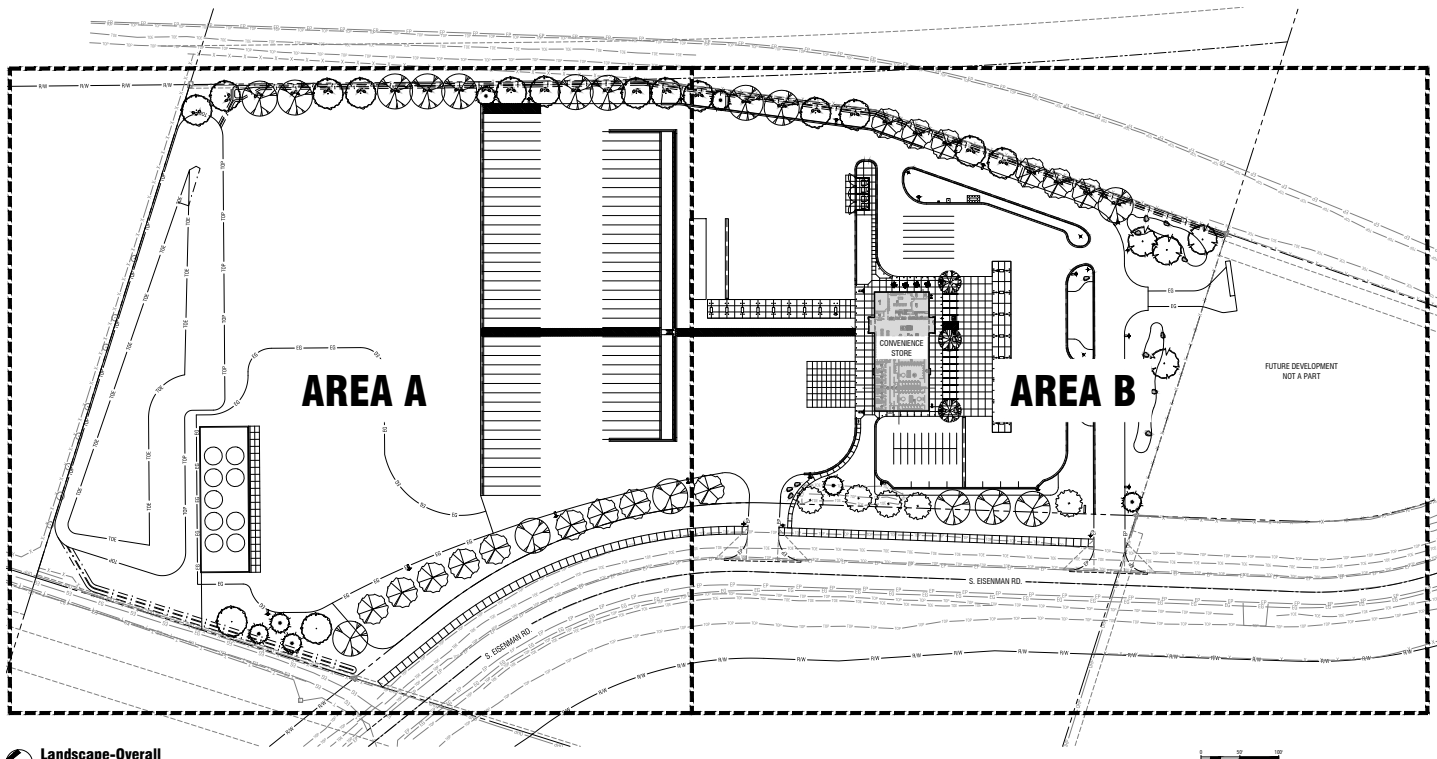


Truck Fuel Canopy and Surfacing Precedent

Exhibit C

Public Improvement Plans and Renderings

Landscape plans based on Design Review Approval & into Building Dept. for approval Permit #BLD20-04743



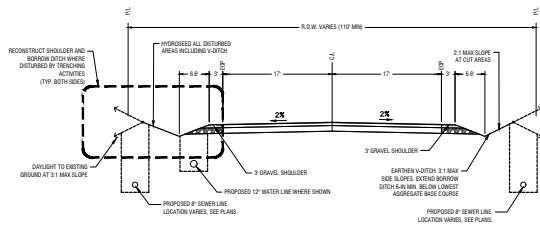
Mr. Gas #21 - Boise Truck Terminal
Lynch Land Development

10000 S. Eisenhart Road
Boise, ID 83716



Landscape-Overall
Overall Landscape Plan

L1.00



Item 27 Sewer Line
Runs along Areas 1-4 in ROW

Item 37 Rock removal

Item 17 Water Meter

Item 38 Turf restore

AREA 1

AREA 2

AREA 3

AREA 4

Existing Conditions-Overall

MR. GAS #21 - BOISE TRUCK TERMINAL
Lynch Land Development

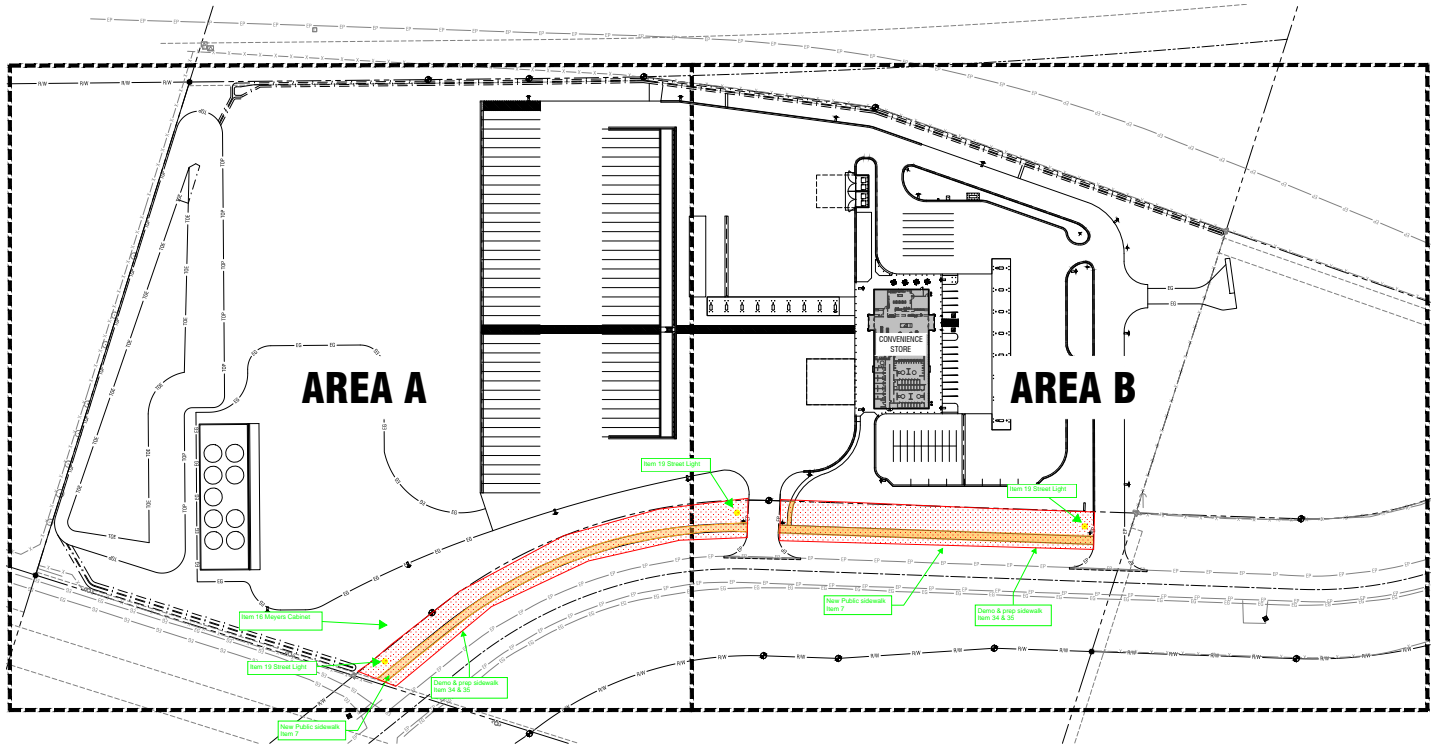
0026 S. Eisenman Road
Boise, ID 83716

Existing Conditions
Overall

C1.10

Site Location & Parcel Number

10026 S. EISENMAN ROAD
COLLINGHAM RANCH, J
APN: 5161824400
18.29 Acres ±
ZONED M-20
City of Boise



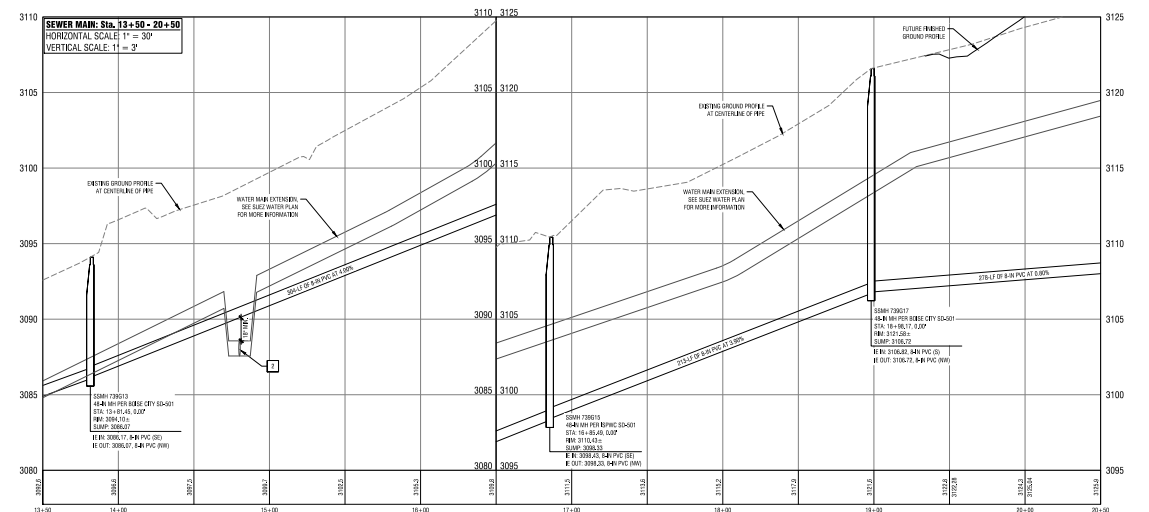
Site-Overall Layout & Materials Plan
Revised Date: 7-1-20

Mr. Gas #21 - Boise Truck Terminal
Lynch Land Development

10026 S. Eisenman Road
Boise, ID 83716

Site
Overall Layout & Materials Plan

C2.00

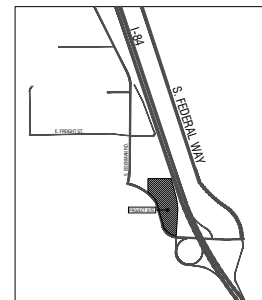


2. CONTRACTOR SHALL COMPLY WITH ALL GENERAL NOTES ON C102.
3. ALL PIPE INSTALLATION AND TRENCHING SHALL CONFORM TO THE LATEST EDITION OF THE SPWCD ORDINANCE 300 AND SD-301. BEDDING AND BACKFILL SHALL BE CONSTRUCTED PER SECTIONS 305 AND 310 OF THE SPWCD.
4. PIPE LENGTHS SPECIFIED ARE FROM FITTING TO FITTING OR FITTING TO CONNECTION POINT AND ARE SHOWN FOR CONVENIENCE ONLY AS ACTUAL INSTALLED LENGTH MAY VARY FROM PLAN. CONTRACTOR SHOULD VERIFY ALL UTILITY ROUTES AND LENGTHS.
5. ALL SANITARY SEWER FACILITIES SHALL BE INSPECTED BY THE CITY OF BOISE PUBLIC WORKS DEPARTMENT. 24 HOURS ADVANCE NOTICE IS REQUIRED.

1. REMOVE EXISTING BLOCKOUT AND CONNECT NEW 1/2" SERVICE PIPE WITH 4000-ALUM. BOOT.
2. INSTALL 1" W/100% WATER VAPOR CROSSING-SEE SERVICE METER S/CLOS.
3. POTABLE TIE-IN: 1/2" SERVICE SERVICE METER S/CLOS: 150#111000 SUPPLY, DRAINAGE, CAP AND MARK PER NEW FOR FUTURE CONNECTION.
4. SAWCUT EXISTING PAVEMENT TO PROVIDE A NEW VERTICAL JOINT, REFER TO EXISTING AND ACED SUP S/CLOS AND SPREAD FOR ALL ALPHABETICALLY. REPAIR WITH 1" MIN. THICK 100% ASPHALT OR EQUIVALENT. CONTRACT ALL PARENT MATERIALS INCLUDING APPROACHES AND UPGRADES TO EXISTING. REPAIR AROUND ALL EXISTING UTILITIES AND THE EXISTING STREET PAVEMENT SURFACE TO USE THE FOLLOWING:
MINOR ALPHABETIC (GRAVEL) ROAD (S/CLOS: 100#110000) (7" SP-SUP)
MAJOR ALPHABETIC (GRAVEL) ROAD (S/CLOS: 100#110000) (7" SP-SUP)
AND 4" W/100% RUBBER.
5. NEW 1/2" SERVICE METER S/CLOS: 150#110000, ALPHABETIC PAVEMENT REPAIR TO MATCH EXISTING. ADD PROJECT AND SERVICE STANDARDS FOR STREET REPAIRS PER NEW.
6. REPLACE EXISTING GULCH/ART AFTER SEWER/WATER INSTALLATION. INSTALL 6" OF 1/2" MATCH PAINTS OF EXISTING TIE-IN.
7. INSTALL BLOCKOUT IN MANHOLE FOR FUTURE CONNECTION.

ASPHALT PAVING REPAIR, SEE SEWER NOTE 4.

Item 27 Sewer Line



VICINITY MAP
SCALE: NONE

LEGEND

- PROPOSED WATER LINE
 ● PROPOSED FIRE HYDRANT
 ○ PROPOSED BLOW-OFF
 M PROPOSED GATE VALVE
 Y PROPOSED SINGLE SERVICE
 — PROPOSED COMMON SERVICE
 —●— EXISTING FIRE HYDRANT W/VALVE
 —○— EXISTING GATE VALVE
 ●— EXISTING SERVICE
 — EXISTING WATER LINE
 —○— EXISTING BLOW-OFF

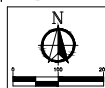
NOTES

ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST VERSION OF ISPMC AND SUEZ SUPPLEMENTAL SPECIFICATIONS TO ISPMC AND STANDARD DRAWINGS. THE SEAL BELOW RELATES TO THE WATER SYSTEM DESIGN ONLY. ALL OTHER UTILITIES, RIGHTS OF WAY AND RELATED SURVEY DATA ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE HORIZONTAL SEPARATION OF THE WATER AND NON-PORTABLE MAINS SHALL BE A MINIMUM OF 10 FEET. WHERE IT IS NECESSARY FOR THE WATER AND NON-PORTABLE MAINS TO CROSS EACH OTHER THE NON-PORTABLE MAIN IS LESS THAN 18" IN DIAMETER OR ON OR ABOVE THE WATER MAIN, THE CROSSING SHALL BE CONSTRUCTED WITH 150 PSI CLASS WATER PIPE FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE WATER MAIN. THE FULL LENGTH OF BOTH WATER MAIN AND NON-PORTABLE MAIN LINE SHALL BE SUPPORTED BY MINIMUM 12" CONCRETE SPALL JOINTS WILL BE AS FAR FROM THE CROSSINGS AS POSSIBLE. A SEPARATION DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN THE CROSSINGS. IN THE EVENT OF A CROSSING FOR DISPOSAL SYSTEM, IF THE NON-PORTABLE LINE CROSSES ABOVE THE WATER LINE, AT LESS THAN 18", THEN THE NON-PORTABLE LINE MUST BE SUPPORTED ACCORDING TO THE REQUIREMENTS OF THE CITY OF CHICAGO. IF THE NON-PORTABLE LINE CROSSES BELOW THE WATER MAIN, THE NON-PORTABLE WATER LINE SHALL BE CENTERED OVER THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE IN LIEU OF THE CROSSING. IF THE NON-PORTABLE LINE CROSSES THE WATER MAIN, THE NON-PORTABLE LINE OR WATER LINE MAY BE ENCASED WITH A SLEEVING MATERIAL AND SHALL BE LOCATED AT A DISTANCE OF TEN (10) HORIZONTAL FEET ON BOTH SIDES OF THE CROSSING.

PLATTED UTILITY EASEMENT ALONG RIGHT-OF-WAY IS 30 FEET WIDE.
SITE FIRE FLOW AVAILABLE FOR THIS PROJECT IS GPM.

SUEZ INSPECTION		
Inspector:	Date of As-built:	PIPE AND SERVICE COUNT
Construction:		
Perimeter:		
SUEZ GIS INFORMATION		
Flushing Zone:	OR NO FL.	



<p>DEVELOPER INFORMATION</p> <p>LYNCH AND DEVELOPMENT 4411 CHANDLER BLVD SUITE 200 DALLAS, TEXAS 75244 CONTACT: BOB LYNCH EMAIL: ROLYNCH@LYNCHDC.COM</p>	<p>ENGINEER INFORMATION</p> <p> THE LAND GROUP</p> <p>THE LAND GROUP, INC. 450 EAST WINDY DRIVE, SUITE 100 DALLAS, TEXAS 75204 CONTACT: GARY BELZ</p>	<p> SUEZ</p> <p>SUEZ & WATCO, INC. DALLAS, TEXAS 75208</p> <p>MR. GAS #21 – BOISE TRUCK TERMINAL WATER PLAN</p> <p>Issue No. 08 Scale: 1" = 100' Date: 04.27.2004</p> <p>Rev. No. 0044 Scale: 2 1/2" = 100'-0" Date: 04.27.2004</p> <p>Drawn Date: 04.27.2004 Drawn By: Bole Checked By: Bole Print Date: 04.27.2004</p>
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Exhibit D
Schedule of Eligible Expenses Estimate
Page 1 of 2

CCDC Participation Program Type 2 Eligible Expenses Application Form Actual Eligible Costs To Be Determined by CCDC					
Project Name: <i>Mr. Gas Boise New Truck Terminal</i>		Plan Date: <i>12/10/2020</i>		By: <i>Larson Architects</i>	
STREETSCAPE: (In right-of-way)					
#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	SITE PREPARATION:				
1	Surface demolition (Clear, grub & haul off)	SF	\$ -	0	\$ -
2	Asphalt demolition (Removal & haul off)	SF	\$ -	0	\$ -
3	Curb and gutter demolition	LF	\$ -	0	\$ -
4	Saw cut asphalt	LF	\$ -	0	\$ -
5	Replace subbase (Removal & Pitrun place & prep)	TN	\$ -	0	\$ -
6	Stand alone tree removal	EA	\$ -	0	\$ -
	SIDEWALK WORK:				
7	Concrete sidewalk	SF	\$ 7.12	9320	\$ 66,358.40
9	Pedestrian ramp	SF	\$ -	0	\$ -
10	Truncated dome	SF	\$ -	0	\$ -
11	Lawn parkway	SF	\$ -	0	\$ -
12	Irrigation	LS	\$ -	0	\$ -
	OTHER:				
13	Asphalt repair	SF	\$ -	0	\$ -
14	Concrete curb cut	EA	\$ -	0	\$ -
15	Vertical curb and gutter (6")	LF	\$ -	0	\$ -
16	Myers cabinet	EA	\$ 5,000.00	1	\$ 5,000.00
17	Water meter	EA	\$ 2,500.00	1	\$ 2,500.00
	SITUATIONAL FURNISHINGS:				
18	Street trees	EA	\$ -	0	\$ -
19	Street Lights	EA	\$ 5,000.00	3	\$ 15,000.00
	OTHER:				
20	TBD	0	\$ -	0	\$ -
21	TBD	0	\$ -	0	\$ -
	Total Streetscape Costs:				\$ 88,858.40

Exhibit D
Schedule of Eligible Expenses Estimate
Page 2 of 2

CCDC Participation Program				
Eligible Costs Application Form				
Actual Eligible Costs To Be Determined by CCDC				
INFRASTRUCTURE & UTILITIES: (In right-of-way)				
		UNIT	UNIT PRICE	QUANTITY TOTAL COST
STORM WATER MITIGATION:				
22	Surface demo	LS	\$ -	0 \$ -
23	Surface prep	LS	\$ -	0 \$ -
24	Finish materials (permeable pavers, etc.)	0	\$ -	0 \$ -
UTILITIES:				
25	Power line (new/relocation/extension)	LS	\$ -	0 \$ -
26	Water main (new/relocation/extension)	LS	\$ 339,780.96	1 \$ 389,780.96
27	Sewer line	LS	\$ 179,920.44	1 \$ 229,920.44
28	City Fiber Optic Conduit Bank (new/relocation/extension)	LF	\$ -	0 \$ -
29	City Fiber Optic Vault	EA	\$ -	0 \$ -
30	ACHD power box relocation	EA	\$ -	0 \$ -
STREET:				
31	Asphalt demolition	SF	\$ -	0 \$ -
32	Road sub-base and prep	0	\$ -	0 \$ -
33	Asphalt paving	SF	\$ -	0 \$ -
PATH:				
34	Surface demolition	SF	\$ 0.03	27960 \$ 838.80
35	Surface prep	SF	\$ 3.90	9320 \$ 36,348.00
36	Paving material	SF		
OTHER:				
37	Rock removal	LS	\$ 250,000.00	1 \$ 250,000.00
38	Turf restoration within ROW	LS	\$ 9,898.20	1 \$ 9,898.20
Total Infrastructure & Utilities Costs:				\$ 916,786.40
SITE:				
39	Brownfield Environmental Assessment	0	\$ -	0 \$ -
40	Brownfield Environmental Remediation	0	\$ -	0 \$ -
OTHER:				
41	TBD	0	\$ -	0 \$ -
42	TBD	0	\$ -	0 \$ -
Total Site Costs:				\$ -
TOTAL ELIGIBLE COSTS:				\$1,005,644.80
<p style="text-align: center;">Important Note:</p> <p style="text-align: center;">Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.</p>				

Exhibit E

Confirmation of Reimbursement (DRAFT)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

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

WITNESSETH:

1. CCDC Contribution

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

2. Payment Schedule

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

CCDC shall make a total of six (6) "Annual Payments." The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2020 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2020 tax year assessed value of the Site, as determined by the Ada County Assessor is \$1,333,000.

First Annual Payment – Due on or before September 30, 2023

CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2023.

Second Annual Payment – Due on or before September 30, 2024

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2024.

Third Annual Payment – Due on or before September 30, 2025

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2025.

Fourth Annual Payment – Due on or before September 30, 2026

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2026.

Fifth Annual Payment – Due on or before September 30, 2027

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2027.

Sixth Annual Payment – Due on or before September 30, 2028

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2028.

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

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

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

3. Limitation on Making Payments

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

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

Signatures on following page.

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

CCDC:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
John Brunelle, Executive Director

Date

PARTICIPANT:
LYNCH LAND DEVELOPMENT LLC

By: _____
James C. Lynch, Manager

Date



AGENDA BILL

Agenda Subject: Transfer of Public Assets to the City of Boise		Date: March 8, 2021
Staff Contact: Kathy Wanner, Contracts Specialist	Attachments: A. Resolution 1697 Exhibit A: Declaration Exhibit B: Acceptance Form for Boise City Exhibit C: List of assets to be transferred	
Action Requested: Adopt Resolution 1697 approving the transfer of public assets to the City of Boise.		

Background:

Since 1978 the Agency has included investments in public art and cultural assets as an integral aspect of the Agency's work to revitalize downtown Boise and stimulate economic development. The Agency collaborates with the City of Boise through its Department of Arts and History which funds the ongoing maintenance and insurance for the art. As part of the collaboration, the City commits to maintaining the art after installation.

The City has requested that 33 public assets of traffic box art wraps and Gem Block artistic enhancements be formally transferred at this time. A list of these art assets is attached. Adoption of Resolution 1697 and its attachment, the "*Declaration – Transfer of Public Assets*," will formally accomplish this transfer for permanent ownership and maintenance.

Staff Recommendation:

Adopt Resolution 1697 transferring certain public assets to the City of Boise and authorizing the Executive Director to execute the Declaration.

Suggested Motion:

I move to adopt Resolution 1697 transferring certain public assets to the City of Boise and authorizing the Executive Director to execute the Declaration.

RESOLUTION NO. 1697

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

A RESOLUTION OF THE BOARD OF COMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, TO TRANSFER CERTAIN PUBLIC ASSETS TO THE CITY OF BOISE; AUTHORIZING AND DIRECTING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE "DECLARATION – TRANSFER OF PUBLIC ASSETS"; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE DECLARATION; PROVIDING FOR ANY NECESSARY TECHNICAL CHANGES TO THE DECLARATION; 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 (the "Law"), and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency").

WHEREAS, the City Council of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the “30th Street Plan”), and following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

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

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

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

WHEREAS, the River Myrtle-Old Boise Plan (as amended), the Westside Plan, the 30th Street Plan (as amended), the Shoreline District Plan, and the Gateway East District Plan are collectively referred to as the “Plans”; and,

WHEREAS, under the authority of the Act and the Plans, the Agency is authorized to invest in certain public art projects as part of its economic development efforts; and,

WHEREAS, since 1978 the Agency has included investments in public art and other cultural assets as an integral aspect of the Agency’s work to revitalize downtown Boise and to stimulate economic development; and,

WHEREAS, the City, through its Department of Arts and History, has an established program that includes funding for maintenance and insurance for art; and,

WHEREAS, the City has requested that 33 public assets of traffic box art wraps and Gem Block artistic enhancements be formally transferred from the Agency to the City; and,

WHEREAS, Agency staff has concluded that the 33 public assets of traffic box art wraps and Gem Block artistic enhancements be transferred to the City for permanent ownership and maintenance because the City is the most permanent institution available to insure and maintain the public artwork for the citizens of Boise; and,

WHEREAS, transferring the public assets would accurately reflect the Agency’s recommendation that public art be fully owned and maintained by the City of Boise; and,

WHEREAS, attached hereto as Exhibit A is a “*Declaration – Transfer of Public Assets*” which Declaration includes a list of 33 separate artworks and cultural enhancements currently owned by the Agency and proposed for formal transfer to the City; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Declaration and to authorize the Agency Executive Director to execute the Declaration and to execute all necessary documents necessary to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That the "*Declaration – Transfer of Public Assets*" transferring 33 traffic box art wraps and Gem Block artistic enhancements from the Agency to the City, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized and permitted to sign the "*Declaration – Transfer of Public Assets*" and further permitted and directed to execute all necessary documents required to implement the actions contemplated by the Declaration, subject to representations by the Agency's legal counsel that all conditions precedent to actions and any necessary technical changes to the Declaration, or other documents, are consistent with the provisions of the Declaration as presented to the Agency Board at its March 8, 2021 meeting; and the Executive Director is further authorized, permitted and directed to perform any and all other duties required pursuant to said Declaration.

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 March 8, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 8, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

CCDC Resolution No. 1697
Exhibit A

DECLARATION – TRANSFER OF PUBLIC ASSETS

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation ("CCDC"), is an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, being Idaho Code, Chapter 20, Title 50, as amended and supplemented (the "Law"). CCDC has previously purchased certain artworks, as authorized by the Law and CCDC's several urban renewal plans. CCDC hereby transfers to the City of Boise (the "Donee") all rights, title, and interest in the property more particularly described on the schedule attached hereto. This transfer shall be made in the name of the Donee and shall be effective from and after March 8, 2021. It is the express intent of the undersigned that all incidents of absolute ownership of assets set forth herein, including, but not limited to, maintenance, storage, insurance, risk of loss, and any adverse claims, be vested from said date forward in the Donee pursuant to this instrument.

DATED this _____ day of _____, 2021.

John Brunelle, Executive Director
Capital City Development Corporation

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2021, before me, a Notary Public, personally appeared John Brunelle, the Executive Director of the Urban Renewal Agency for the City of Boise, an independent public body corporate and politic, organized under the laws of the state of Idaho, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the Capital City Development Corporation executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

CCDC Resolution No. 1697
Exhibit B

ACCEPTANCE

I, Lauren McLean, Mayor of the City of Boise, do hereby acknowledge receipt of the transfer of public assets as more particularly described on the attached schedule, all of which are located in Boise, Ada County, Idaho, and do agree to accept the terms of said transfer.

DATED this _____ day of _____, 2021.

CITY OF BOISE

Lauren McLean, Mayor

ATTEST

Lynda Lowry, Ex-Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2021, before me, a Notary Public, personally appeared Lauren McLean, the Mayor for the City of Boise, an independent public body corporate and politic, organized under the laws of the state of Idaho, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the City of Boise executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

CCDC Resolution 1697
Exhibit C
List of Artworks included in Transfer

ARTIST	NAME OF ART	LOCATION	TYPE	INSTALLATION DATE
FY2010 TRAFFIC BOX ART				
Randal Brown	<i>Aspen Reflections</i>	11th & Main	Vinyl wraps	2010
Mike Landa	<i>Creative Flow Center</i>	8th & Front	Vinyl wraps	2010
Rick Friesen	<i>Quality of Life</i>	9th & Myrtle	Vinyl wraps	2010
FY2011 TRAFFIC BOX ART				
Kelly Knopp	<i>Watcher's Watching</i>	10th & Bannock	Vinyl wraps	2011
Mary Butler	<i>Elements of Idaho</i>	10th, between Idaho & Main	Vinyl wraps	2011
Jerry Lisk	<i>The Green in Between</i>	10th St, between Main & Grove	Vinyl wraps	2011
Melissa Chamber, Xingyun tian bing	<i>Good Luck Sweet Cookie</i>	9th between Jefferson & Bannock	Vinyl wraps	2011
Patrick Davis	<i>Check Your Baggage No 1</i>	9th St between Jefferson and State	Vinyl wraps	2011
Patrick Davis	<i>Check Your Baggage No 2</i>	9th St between Jefferson and State	Vinyl wraps	2011
Belinda Isley	<i>Change is Good</i>	8th St between Main and Idaho	Vinyl wraps	2011
Willow Socia	<i>Super Galactic Space Invaders</i> <i>Clandestine Pupils of Earth</i>	Myrtle and Capitol Blvd	Vinyl wraps	2011
FY2012 TRAFFIC BOX ART				
Cale Cathey	<i>Night and Day</i>	14th and Idaho	Vinyl wraps	2012
Grant Olsen	<i>Don't make me lose my mind baby/ Sweating, all because of you.</i>	14th and Main	Vinyl wraps	2012
Grant Olsen	<i>Lets take a trip. Maybe I'll marry her.</i>	14th and Main	Vinyl wraps	2012
Joni Fey	<i>Coming In</i>	11th & Idaho	Vinyl wraps	2012
Dave Crawforth	<i>Boise Buildings, A different View</i>	11th St between Idaho and Main	Vinyl wraps	2012
Noble Hardesty	<i>You are so beautiful you should be guarded by monkeys</i>	11th and Idaho	Vinyl wraps	2012
Kirsten Furlong	<i>Boise Urban Life</i>	9th between Idaho and Main	Vinyl wraps	2012
Mike Landa	<i>Couple (1)</i>	9th and Front	Vinyl wraps	2012
Mike Landa	<i>Couple (2)</i>	9th and Front	Vinyl wraps	2012
Anna Webb	<i>Erato & Euterpe</i>	9th and River	Vinyl wraps	2012
FY2012 ARTWORK				
Ward Hooper	<i>Gem Block</i>	Main St between 10th and 11th	Powder coated steel, vinyl, electrical	2012
FY2013 TRAFFIC BOX ART				
Reham Aarti	<i>Batulls Mermain</i>	12th & Main	Vinyl wraps	2013
Kathleen Probst	<i>Alinea</i>	14th between Grove and Main	Vinyl wraps	2013
Anne Peterson-Klahr	<i>Along the River II</i>	13th and Main	Vinyl wraps	2013
April VanderGrift	<i>Electric</i>	13th between Main and Idaho	Vinyl wraps	2013
Lisa Cheney	<i>Building a Tribe</i>	13th between Idaho and Bannock	Vinyl wraps	2013
James McLeod	<i>Hex, eh?</i>	12th St and MainSt.	Vinyl wraps	2013
James Lloyd	<i>Giants</i>	12th St and Main St	Vinyl wraps	2013
Ben Wilson	<i>Jacks</i>	11th St between Idaho and Bannock	Vinyl wraps	2013
Larry McNeil	<i>Tonto's Earthen House</i>	Broad St between Capitol & 8th St	Vinyl wraps	2013
Julie Clemons	<i>Playing Around</i>	Grand Ave and Ash St	Vinyl wraps	2013
Susan Latta	<i>Do Not Open</i>	8th St and Fulton St	Vinyl wraps	2013



FY2021 Year-To-Date Financial Report (Unaudited) Through FIRST QUARTER

October 1, 2020 thru December 31, 2020



FY2021 Year-to-Date Financial Report (Unaudited) Through FIRST QUARTER

October 1, 2020 – December 31, 2020

REVENUES:

As is typical, only a small percentage of budgeted tax increment revenues were received in the First Quarter (\$13,798).

- As is also typical, about 60% of the annual, budgeted tax increment revenue (\$9.93 million) was received early in the Second Quarter, in January 2021, and will be included in the Q2 Financial Report.

Total parking revenues were consistent with expectation considering the impact from the ongoing pandemic, at 30% of the total annual budget amount at the end of the first quarter. Overall parking activities (especially hourly parking) for the first quarter were more than projected at the time of budget adoption in August 2020.

EXPENSES:

At the end of first quarter, Agency's operating expenses were 22% of the annual budget amount. Capital outlay expenditures for the first quarter were at 5% of the annual budget. Most of the expenses for capital projects hit during the construction season which corresponds with the Agency's third and fourth quarters. Capital projects planning and design were underway in the first quarter.

ABOUT THIS REPORT. This report includes all budgeted Agency funds.

Revenues

- Ada County distributes property tax revenue to local governments monthly as received; however, almost 99% of the total budgeted amount is distributed twice a year in January (about 60%) and in July (about 40%) after property tax due dates (December and June).
- Parking garage revenue is generated and received daily throughout the year.
- Fund Balance: Transfer-in if revenues exceed expenses, transfer-out if expenses exceed revenues.

Expenses

- Debt service payments are made twice per year: interest only in March; principal & interest in September.
- Capital projects are typically designed and planned during the first half of a fiscal year with construction and most expenses occurring in the second half.
- Revenues received from sub-lessee Civic Plaza are equal to the expenses distributed to Ada County for the Ada County Courthouse Master/Surplus Ground Lease. They are passed through only.

REVENUE SUMMARY	FY2021 Total (Original) Budget	FY2021 Q1 Actual	% Actual To Total Budget
Revenue from Operations			
Revenue Allocation (Tax Increment).....	19,320,000	13,798	0%
Parking Revenue.....	4,582,565	1,378,686	30%
Other Revenues (Various Reimbursements).....	2,185,445	1,463,400	67%
Subtotal	<u>\$ 26,088,010</u>	<u>\$ 2,855,884</u>	<u>11%</u>
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	528,432	76,584	14%
Bond Financing.....	10,000,000	-	0%
Use of (Transfer to) Working Capital Fund.....	22,279,120	1,127,993	5%
Subtotal	<u>\$ 32,807,552</u>	<u>\$ 1,204,577</u>	<u>4%</u>
Subtotal - Revenue from Operations	\$ 58,895,562	\$ 4,060,461	7%
Pass-Through Revenue			
Ada County Courthouse Corridor Leases.....	421,850	26,213	6%
Subtotal	<u>\$ 421,850</u>	<u>\$ 26,213</u>	<u>6%</u>
TOTAL REVENUE	\$ 59,317,412	\$ 4,086,674	7%
EXPENSE SUMMARY			
Operating Expense			
Personnel Costs.....	2,612,500	631,065	24%
Services & Operations.....	2,817,209	681,117	24%
Facilities Management.....	959,122	233,882	24%
Professional Services	1,867,600	232,797	12%
Subtotal	<u>\$ 8,256,431</u>	<u>\$ 1,778,862</u>	<u>22%</u>
Debt Service & Contractual Obligations			
Debt Service.....	4,331,731	-	0%
Contractual Obligations (included in CIP).....	2,201,900	90,000	4%
Subtotal	<u>\$ 6,533,631</u>	<u>\$ 90,000</u>	<u>1%</u>
Capital Outlay			
Office Furniture/Computer Equipment.....	46,000	11,043	24%
CAPITAL IMPROVEMENT PLAN (CIP).....	41,216,000	1,976,586	5%
Parking Reinvestment Plan (PRP).....	2,125,000	74,751	4%
Mobility Projects.....	718,500	129,220	18%
Subtotal	<u>\$ 44,105,500</u>	<u>\$ 2,191,600</u>	<u>5%</u>
Subtotal - Expenses for Operations	\$ 58,895,562	\$ 4,060,462	7%
Pass-Through Expense			
Ada County Courthouse Corridor Leases.....	421,850	26,213	6%
Subtotal	<u>\$ 421,850</u>	<u>\$ 26,213</u>	<u>6%</u>
TOTAL EXPENSE	\$ 59,317,412	\$ 4,086,674	7%

FY2021 OPERATING REVENUES through 1st Quarter

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY Q1 (October 2020 thru December 2020)

Activity	FY 2020	FY 2021	FY 2021			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
River-Myrtle / Old Boise	10,749,580	11,700,000	102,247	3,089	(99,158)	-97%
Westside	4,004,237	4,500,000	4,543	0	(4,543)	-100%
30th Street	800,108	1,100,000	1,367	179	(1,188)	-87%
Shoreline	116,217	290,000	0	0	0	N/A
Gateway East	718,793	1,730,000	0	10,530	10,530	N/A
TOTAL RAD	16,388,935	19,320,000	108,157	13,798	(94,359)	-87%
PARKING BY GARAGE						
9th & Main (Eastman)	1,347,129	749,472	172,757	252,139	79,382	46%
Capitol & Main (Cap Terrace)	1,287,061	925,374	213,791	312,341	98,550	46%
9th & Front (City Centre)	1,062,783	984,403	214,771	194,060	(20,711)	-10%
10th & Front (Grove st.)	834,451	773,859	208,791	199,105	(9,686)	-5%
Capitol & Front (Boulevard)*	361,882	0	0	96,735	96,735	N/A
Capitol & Myrtle (Myrtle st.)	686,797	528,160	124,334	150,767	26,433	21%
11th & Front (CCDC's portion 30.1%)	253,805	177,177	52,077	66,169	14,092	27%
Misc. Parking	237,545	444,120	111,030	107,370	(3,660)	-3%
TOTAL PARKING	6,071,453	4,582,565	1,097,552	1,378,686	281,134	26%
Other	475,490	2,185,445	546,361	1,463,400	917,039	168%
TOTAL	22,935,878	26,088,010	1,752,070	2,855,884	1,103,814	63%

* Capitol & Front garage's FY2021 was \$0 at the time of budget approval in August 2020 before the sale of the garage was canceled. Budget will be added back when we amend the FY2021 budget soon.

RECONCILIATION TO FY2021 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	\$59,317,412
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(421,850)
Use of Fund Balance	(22,279,120)
Bond Financing Proceeds	(10,000,000)
Miscellaneous Revenue (Lease, Property Transactions)	(528,432)
Operating Revenues	<u>\$26,088,010</u>

Capital City Development Corporation
Balance Sheet - Governmental Funds
December 31, 2020 (Unaudited)

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	Parking Fund	Total
ASSETS								
Cash and investments	1,100,000	23,611,620	7,143,297	1,489,584	151,823	443,653	9,640,609	43,580,586
Accounts receivable	16,561	1,200	28,823	-	-	-	(12,563)	34,021
Interest receivable	7,908	-	-	-	-	-	-	7,908
Taxes receivable	-	9,468,080	3,659,897	853,070	235,288	1,377,884	-	15,594,219
Prepays	-	15,250	-	-	-	-	30,000	45,250
Restricted cash	-	926,771	-	-	-	-	2,258,007	3,184,778
Property held for resale or development	-	54,490	7,739,390	-	-	-	-	7,793,880
TOTAL ASSETS	1,124,469	34,077,411	18,571,407	2,342,654	387,111	1,821,537	11,916,053	70,240,642
LIABILITIES AND FUND BALANCES								
LIABILITIES								
Accounts payable	103,355	113,030	652,469	13,306	-	2,341	350,228	1,234,729
Accrued liabilities	116,171	-	-	-	-	-	-	116,171
Refundable deposits	-	-	9,026	-	-	-	-	9,026
Total liabilities	219,526	113,030	661,495	13,306	-	2,341	350,228	1,359,926
DEFERRED INFLOWS OF RESOURCES								
Unavailable property tax	-	9,468,080	3,659,897	853,070	235,288	1,377,884	-	15,594,219
Total deferred inflows of resources	-	9,468,080	3,659,897	853,070	235,288	1,377,884	-	15,594,219
FUND BALANCES								
Nonspendable	-	69,740	7,739,390	-	-	-	30,000	7,839,130
Restricted	-	24,426,561	6,510,625	1,476,278	151,823	441,312	1,758,003	34,764,602
Committed	-	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	-	9,277,822	9,277,822
Unassigned	904,943	-	-	-	-	-	-	904,943
Total fund balances	904,943	24,496,301	14,250,015	1,476,278	151,823	441,312	11,565,825	53,286,497
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	1,124,469	34,077,411	18,571,407	2,342,654	387,111	1,821,537	11,916,053	70,240,642

FUND BALANCE DEFINITIONS

Nonspendable: cannot be spent because they are not in spendable form or are legally or contractually required to remain intact.

Restricted: can be spent for only stipulated purposes as determined by law or external resource providers.

Committed: can be spent for only specific purposes as determined by formal CCDC Board action.

Assigned: intended for specific purposes but not committed or restricted.

Unassigned: all other funds ; typically the General Fund.



IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: 2155 E Freight – Boise Gateway #2 — Type 2 Participation Agreement Designation with Boise Gateway 2, L.C.		Date: March 8, 2021
Staff Contact: Alexandra Monjar	Attachments: 1) Site Map 2) Images and Rendering 3) Public Improvement Plan	
Action Requested: Review 2155 E Freight St as a project eligible to utilize the Type 2 General Assistance Participation Agreement and direct staff to negotiate a final agreement with Boise Gateway 2, LC for future board approval.		

Background:

2155 E Freight is a proposed 278,000 square foot industrial building with related site improvements located across Freight St to the south of the WinCo Foods Distribution Center in the Gateway East District. Total development costs are estimated to be \$53,900,000. The completed project will serve as a sort station for retail products from differing manufacturers. Approximately 17,000 square feet of the building will be used as an office for administrative functions.

The project site is part of the 140-acre Boise Gateway Industrial Park, on land owned by the City of Boise and ground leased to Boyer Company for development. Boyer Company is a 50-year-old full service real estate development firm based in Salt Lake City, Utah. Boyer Company serves as the Master Developer of the Boise Gateway Industrial Park through a Development Agreement with the City of Boise.

Boise Gateway 2, L.C. has requested designation for CCDC's Type 2 Participation Program. Under the Gateway East Participation Program, no scorecard is used and projects are eligible for reimbursement at 80% of tax increment generated for up to six years, subject to Board approval. The public improvements that are eligible for CCDC are extending fiber and power lines and improving the Eisenman streetscape with sidewalks, street trees, and landscaping.

In July 2019, the CCDC Board approved the Gateway East Participation Program which includes Type 2 General Assistance Reimbursement. This project meets the

requirements of the Type 2 Program and also promotes CCDC and City objectives to diversify Boise's economy by promoting industrial development. To the knowledge of Agency staff, the project owner has not applied for any incentive programs that are incompatible with Type 2 tax increment reimbursement assistance.

Project Summary:

- 32.57-acre lot located at 2155 E Freight St
- 278,000 SF industrial building serving multiple manufacturers as a retail sorting station
 - 17,000 SF will be utilized for office and administrative functions
- \$53,900,000 Total Development Costs
- 300 construction jobs estimated
- 700 permanent jobs estimated with an estimated median salary of \$45,000

Timeline:

- December 9, 2020 – Design Review Approval
- January-February 2021 – Site preparation and foundation work (project is fast-tracked)
- March 2021 – CCDC Designation
- April 2021 – Type 2 Agreement Finalize/Execute
- September 2021 – Estimated construction completion
- September 2021 – Anticipated Certificate of Occupancy
- 2022 – Project is on tax rolls and pays property taxes
- 2023 through 2026 – T2 reimbursement based on actual expenses and taxes paid

Fiscal Notes:

Preliminary information shows that the project will spend approximately \$580,000 on Eligible Expenses for public improvements. Based on CCDC's tax increment generation equation, CCDC estimates the project will generate enough increment to reimburse these expenses within two years. The total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

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

Staff Recommendation:

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

Suggested Motion:

I move to direct staff to negotiate a final Type 2 Participation Agreement with Boise Gateway 2, L.C. for future board approval.



BOISE GATEWAY

I N D U S T R I A L P A R K



**BOISE GATEWAY
BUILDING #2**

Parcel #S1513110010

Google

BOISE GATEWAY IS A BOYER COMPANY DEVELOPMENT



BOYER



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

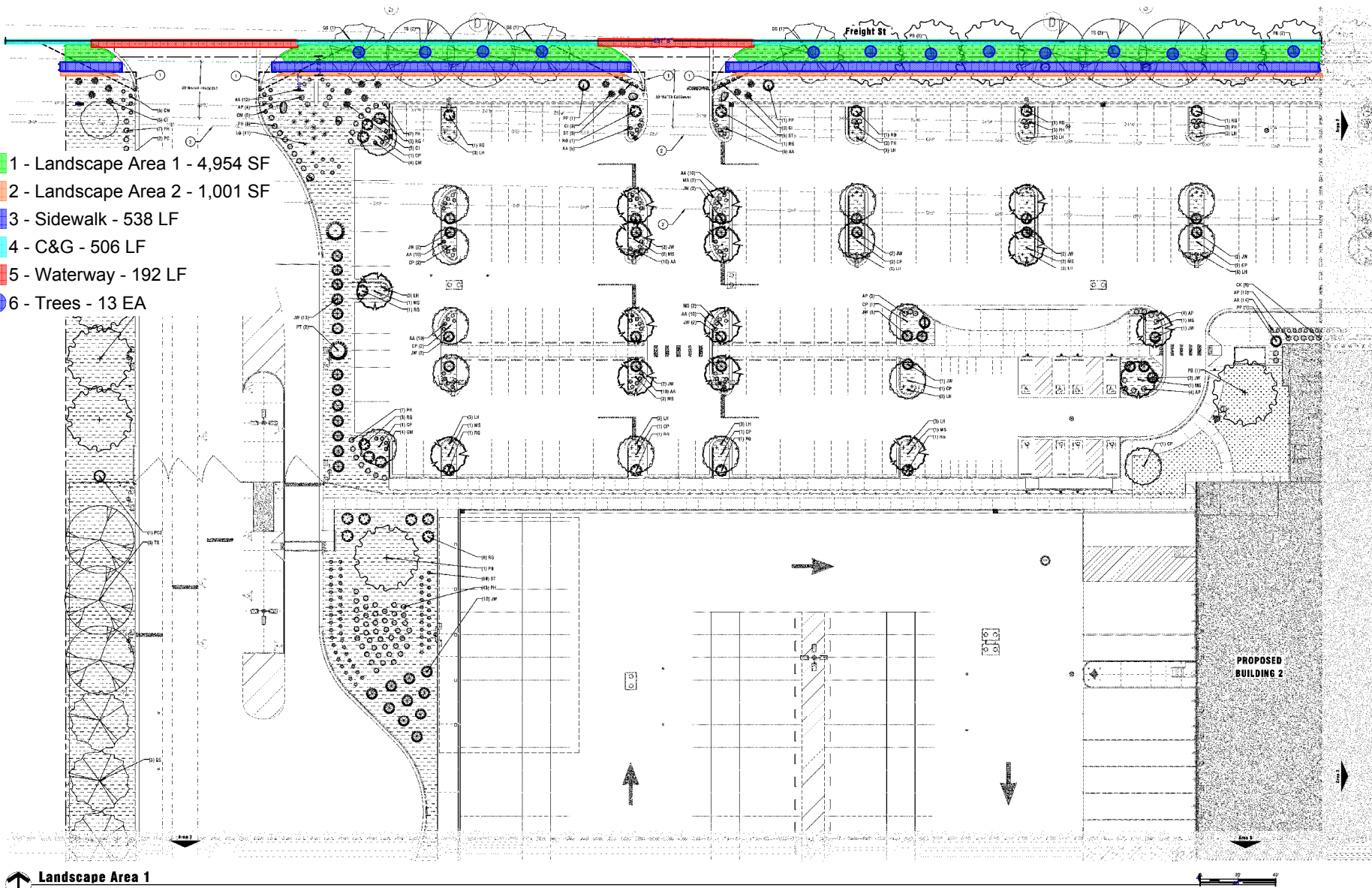
RENDERING

BOISE OXD
BOISE, ID - HOU20-5003-00

WARE MALCOMB

10.05.2020

PAGE
2



PLANT SCHEDULE

CLASS / TREES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	REMARKS
CP	GRATISIA PHAEOPTERIS	2" CAL	BA8	25' H X 35' W
MS	MAULS X SPRING CROWN	2" CAL	BA8	25' H X 35' W
PC	PRUNUS VIRGINIANA 'CANADA RED'	2" CAL	BA8	20' H X 35' W
CLASS II TREES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	REMARKS
TS	TELA TOMENTOSA 'STERLING'	2" CAL	BA8	25' H X 40' W
CLASS III TREES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	REMARKS
PL	PLATANUS X ACEROLIA 'BLOSSOMING'	2" CAL	BA8	20' H X 40' W
LS	QUERCUS BIPARTITA	2" CAL	BA8	20' H X 35' W

PLANT SCHEDULE

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PL	PLATANUS X ACEROLIA 'BLOSSOMING'	2" CAL	BA8	20' H X 40' W
LS	QUERCUS BIPARTITA	2" CAL	BA8	20' H X 35' W

Sheet Notes:

1. CLEAR VISIBLE TRAILER PER AISC AND CITY OF BOISE.

2. OVERHEAD POWER TRANSMISSION LINE: 10' TREE CLEARANCE FROM LINE WITHIN 10' FT.

3. EXTERIOR ROCK MULCH TO BASEMENT LINE OR MINIMUM 5' FROM EDGE OF CONCRETE.

4. 10' FT DIAMETER ROCK MULCH PILING AROUND TREE IN NATIVE LANDSCAPE.

Material Legend:

4" X 8" OPEN GRADE
BAGAL ROCK MULCH
BOTH BARRIER / 20% PERMEABLE REVEALS
TOP SOIL
NATIVE LANDSCAPE TO REMAIN

-
- This architectural drawing depicts a large, multi-winged building complex, possibly a school or institutional building. The main structure consists of several long, rectangular wings connected by smaller sections. There are several courtyards and open spaces within the complex. The drawing includes detailed landscaping with numerous trees and shrubs. A road or path is visible on the right side of the drawing. The drawing is oriented vertically on the page, with the top of the building at the top of the page.



PLANT SCHEDULE					
CONTAINERS	BOTANICAL / COMMON NAME	SIZE	CONTAINER	REMARKS	
C1	CEPHOALOTHAM STENOCLADIA LEAFLESS OLIVE	6 HT.	850	50' X 40' W	
J2	LYNCHERIA VIRENUNA BOYDSONII JUNPERUS JUNIPERUS	6 HT.	850	18' X 14' W	
P1	PECA-REDA CAUPESULINA NORWAY SPRUCE	6 HT.	850	25' X 13' W	
P3	PRINUS PYLEASTRIS BOSTON PINE	6 HT.	850	25' X 13' W	
SUBTOTAL	BOTANICAL / COMMON NAME	SIZE	CONTAINER	REMARKS	
AA	ABRUSASTICH ALBANASTICA 'ARBOREUS SPIRITS' ARBOREUS SPIRITS	2 GAL.		2' X 2' X 2'	
AF	ANTHEMIS ANTHEMIS FRENCH CANTLEY ANTHEMIS	2 GAL.		2' X 2' X 2'	
AI	COGNARDI EUCALYPTUS 'NANUS' EUCALYPTUS NANUS	2 GAL.		4' X 2' X 5'	

Sheet Notes:

- REFER TO LANDSCAPE SHEET (SHEET L100).

Keynotes:





1. CLEAR VERTICAL TRIANGLE PER ACHD AND CITY OF CHICAGO.

2. OVERLAP POWER/TELECOM LINES. NO TIE-INS LONGER THAN CLASS (WHEN 15-FT).

3. SLOTTED RIBBON TIE-INS TO GROUNDING AND OR HANGING 8 FT FROM EDGE OF CONCRET.

4. 1-1/2" DIAMETER ROCK MOUNTING ROUNDS TO THE NATIVE LANDSCAPE.

Material Legend:

 4 IN. DEPTH CRUSHED BASALT ROCK MULCH	 60% BLUE/GRAY & 20% PINK/WHITE RECYCLED PLASTIC MULCH
 WHITE GRAVEL BOLLERS 1/4" ON-TYP. RECYCLED 9/100	 NATIVE LANDSCAPE TO REMAIN

A. REFER TO LANDSCAPE NOTES SHEET L100

1. CLEAR VISION TRIANGLE PER AASH AND CITY OF BOISE.
2. OVERHEAD POWER TRANSMISSION LINES. NO TREES LARGER THAN CLASS I WITHIN 10-FT.
3. EXTEND ROCK MULCH TO EASEMENT LINE OR MINIMUM 5-FT FROM EDGE OF CONCRETE.
4. 10-FT DIAMETER ROCK MULCH PING AROUND TREE IN NATIVE LANDSCAPE.

4-IN. OPEN CRUSHED
BASALT ROCK MULCH.

80% BLUEGRASS / 20%
PERENNIAL RYEGRASS
TURF SEED.

LARGE BASALT BOULDERS,
3'-4' DIA. TYP. SEE DETAIL
S/L100.

NATIVE LANDSCAPE TO
REMAIN.

No Avian Protection Restriction



BOISE GATEWAY 2

PART OF THE NE¼ OF THE NE¼ OF SECTION 13, T. 02N., R. 02E., B.M.,
CITY OF BOISE, ADA COUNTY, IDAHO

Lat: 43.517063
Lon: -116.153664
GISO# 6427441

I-3-336 AAC-P DA336
I-1-336 AAC SN DA336
44'

ABC
|
|
|

#1
#2
45-4
X86
DSSBS156UG
DPRP40

#3
V-1
DV5115B

E FREIGHT ST

S EISENMAN RD

UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
3	X86	V-1	DCP350	350-3	129		DDB5	6	87	-	87
4	V-1	PRI-METER	DCP350	350-3	637	630	DDB5	5	630	80	-
5	V-1	STUB				34	DDB5	5	662	-	-



SWPP:-----		TIMES SCALE 0 1 2 3 4		Customer: _____		Date: _____													
Job Title: BOISE GATEWAY 2 - 2155 E FREIGHT ST - NEW BUILDING		Feeder Map File Name: GOWN4301		Surveyed or GPS: NONE		FDR By: _____		Designer: CGP3888											
Additional Description: INSTALL 3PH PRI DIP,VAULT.PRIMARY METER PACK,AND 3PH UG LINE EXT		Qua 1		TwN 02N		Rng 02E		Sec 13		Joint Use Attachment: NO		Date: _____		Pre-Built Date: _____		Built as Designed: _____		Design No: 0000146546	
Additional Description: -----		State ID		County Ada		Construction Date: _____		Operating Voltage: 12.5kV		ArcFM By: _____		Date: _____		Work Order No: 27567502					



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AGENDA BILL

Agenda Subject: Award Contract - 10 th & Front Garage Structural Concrete Repairs Project		Date: March 8, 2021
Staff Contact: Kathy Wanner, Contracts Specialist Aaron Nelson, Parking & Facilities Manager	Attachments: A. Resolution 1698 B. Bid Results C. Bid Received from John Rohrer Contracting Company	
Action Requested: Adopt Resolution 1698 awarding the contract for the 10 th & Front Garage Structural Concrete Repairs Project to John Rohrer Contracting Company.		

Background:

The Agency's 10th & Front Garage is an important asset in the ParkBOI network. Annual net revenue of the 10th & Front Garage in FY2019 was approximately \$860,000.

In 2017, the Agency began exploring the need to perform rehabilitation maintenance on the garage when engineering assessments revealed potential structural damage due to deteriorating concrete and rebar. A series of smaller rehabilitation projects have already occurred on various parking levels, and the current proposed repairs involve level 2 where 95% of new repairs are most needed. Specifically, a partial-depth strip program will remove all of the old, actively corroding rebar and replace it with new epoxy coated bar and concrete. These repairs are estimated to add 12-15 years of service life to level 2. The other levels, while experiencing some deterioration, are in better condition and do not need of repair at this time.

Procurement Process:

In Summer 2020, the Agency conducted a pre-qualification process for public works contractors to complete the 10th & Front Garage Structural Concrete Repairs Project ("Project") in accordance with Idaho Code § 67-2805(2)(b). The Agency Board adopted Resolution 1678 at its October 12, 2020, public meeting prequalifying three (3) contractors as eligible to submit competitive bids for the Project. When bids were due on December 2, the Agency received only one (1) sealed bid that exceeded the amount the Agency had budgeted for the Project. The Agency Board adopted Resolution 1684 on December 2, 2020 rejecting all bids for the Project.

Rebidding the Project

The Agency and the Engineer of Record found it in the best interest of the public to significantly modify the scope of work and rebid the Project so as to address the necessary repairs and

receive bids that aligned with the Agency's resources. The Agency advertised an Invitation to Bid for the Project in the *Idaho Statesman* on January 27 and February 3, 2021. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan rooms at the Idaho Association of General Contractors (AGC) and Idaho Blueprint as well as to 10 separate contractors holding the requisite public works license.

The Agency received two (2) sealed bids by the February 17 deadline:

Company	Base Bid Amount	Bid Alternate	Total Bid Amount (Base Bid + Bid Alternate)
John Rohrer Contracting Company	\$789,980	\$29,880	\$819,860
Western Specialty Contractors	\$916,415	\$26,700	\$943,115

Each bid was submitted in a timely manner and met all the required statutory and administrative submission criteria. Additionally, each bidder has appropriate and valid public works contractor licenses. John Rohrer Contracting Company submitted the lowest responsive bid, as shown above.

Fiscal Notes:

The Project was separated into two components:

1. Base Bid: All work to complete major structural repairs to deteriorated beams and concrete slab on Level 2.
2. Bid Alternate: Replacement of bearing pads between beams in select locations.

The bid amounts shown above are the sum of these two components. The Agency's FY2021 budget includes sufficient funding to proceed with the work for both the Base Bid and Bid Alternate.

Staff Recommendation:

The Board adopt Resolution 1698 recognizing John Rohrer Contracting Company as the lowest responsive bidder for the Project and awarding the 10th & Front Garage Structural Concrete Repairs Project to John Rohrer Contracting Company for a Total Base Bid plus Bid Alternate amount of \$819,860.

Suggested Motion:

I move to adopt Resolution 1698 recognizing John Rohrer Contracting Company as the lowest responsive bidder; awarding the 10th & Front Garage Structural Concrete Repairs Project to John Rohrer Contracting Company for a Total Base Bid plus Bid Alternate amount of \$819,860, including a contingency; and authorizing the Executive Director to execute the contract and expend funds.

ATTACHMENT A
RESOLUTION 1698

RESOLUTION NO. 1698

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING JOHN ROHRER CONTRACTING COMPANY SUBMITTED THE LOWEST RESPONSIVE BID FOR THE 10TH & FRONT GARAGE STRUCTURAL CONCRETE REPAIRS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT BETWEEN THE AGENCY AND JOHN ROHRER CONTRACTING COMPANY TO UNDERTAKE AND COMPLETE THE 10TH & FRONT GARAGE STRUCTURAL CONCRETE REPAIRS PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Agency has the need for significant structural concrete repairs to its 10th & Front Garage and issued a Request for Qualifications ("RFQ") from licensed public works contractors for those repairs (the "Project") on August 19, 2020; and,

WHEREAS, the Agency 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 Project; and,

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

WHEREAS, the Agency Board adopted Resolution 1684 on December 12, 2020, rejecting all bids for the Project; and,

WHEREAS, Agency staff and the Engineer of Record found it in the best interest of the public to significantly modify the scope of work and rebid the project so as to address the necessary repairs and receive bids that align with the Agency's resources; and,

WHEREAS, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for the 10th & Front Garage Structural Concrete Repairs Project (Rebid) on January 27, 2021, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on January 27 and February 3, 2021; and,

WHEREAS, the Agency received two (2) sealed bids by the due date and time of 3:00 p.m. on February 17, 2021; and,

WHEREAS, the bids received met all of the required statutory and administrative criteria for submission and the bidders have appropriate and valid public works contractors licenses; and,

WHEREAS, John Rohrer Contracting Company submitted the lowest responsive bid for the Base Bid plus Bid Alternate, which total bid amount is within the Agency's budget limits for the Project; and,

WHEREAS, Agency staff recommends to the Agency Board that the contract award for the Project be made to John Rohrer Contracting Company as the lowest responsive bidder.

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

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

Section 2: That the Board hereby finds that on February 17, 2021, John Rohrer Contracting Company submitted the lowest responsive bid for the 10th & Front Garage Structural Concrete Repairs Project.

Section 3: That the Agency Executive Director is hereby authorized to negotiate and execute a public works construction agreement with John Rohrer Contracting Company for the total bid amount (Base Bid plus Bid Alternate) of EIGHT HUNDRED NINETEEN THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$819,860).

Section 4: That the Agency Executive Director is authorized to expend funds for the total bid amount (Base Bid plus Bid Alternate) plus up to 10% of that amount for contingencies if determined necessary in his best judgement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 8, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 8, 2021.

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 (Rebid)

BIDS DUE: February 17, 2021 - 3:00 PM

Bid Results

[illegible]

**ATTACHMENT C
BID SUBMITTED BY
JOHN ROHRER CONTRACTING COMPANY, INC.**

SECTION 00 41 13 BID FORM**BID FORM****PROJECT: 10th & FRONT GARAGE STRUCTURAL DAMAGE REPAIRS**

THIS BID IS SUBMITTED TO:

Capital City Development Corporation

Attn: **10th & FRONT GARAGE STRUCTURAL DAMAGE REPAIRS PROJECT (REBID)**Via email: bids@ccdcboise.com

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within sixty (60) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

- a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
<u>1</u>	<u>02/10/2021</u>
<u>2</u>	<u>02/11/2021</u>

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.
- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.

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

- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

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

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

Plumbing	<u>Not Applicable</u>
Address:	_____

Public Works License No.	_____
Idaho Plumbing Contractors License No.	_____
 Heating & Air Conditioning	 <u>Not Applicable</u>
Address:	_____

Public Works License No.	_____
Idaho HVAC Contractors License No.	_____
 Electrical	 <u>Not Applicable</u>
Address:	_____

Public Works License No.	_____
Idaho Electrical Contractors License No.	_____

BASE BID SCHEDULE - OFFER

All Work required to construct the Project complete for the Contract Sum listed below and identified as the Total Base Bid Amount. Bidder shall provide a lump sum or unit price bid amount for each individual item as identified below. Bid shall be awarded on the Total Base Bid Amount.

1. Mobilization/ demobilization/general condition including multiphase and/or off-hours work scheduling to meet site constraints of the work in accordance with the scheduling requirements. This item also includes any general or work permits, licenses, bonds, etc., if any, required to perform the repairs.

LUMP SUM = \$ 188,684.00

2. Partial depth concrete slab strip repairs, nominally 4'0" wide strip centered over the beams on level 2 as outlined in Details 1, 6 & 7/R-12. Work includes saw-cutting along the perimeter of squared off area, removal and disposal of concrete, surface preparation, cleaning/epoxy painting /supplementing of rebars to remain in place, installation of sacrificial, concrete placement, tooling of joints and proper curing. Assume concrete thickness removal of 3 inches average.

\$ 69.00 /SF x 5664 SF = \$ 390,816.00

Sacrificial anodes: \$ 47.00 /EA x 1550 = \$ 72,850.00

3. Partial depth removal and replacement of deteriorated top surface areas of concrete slab as outlined in Detail 2/R-12 but located outside of the 4'-0" wide strip repair. Work includes saw-cutting along the perimeter of squared off area, removal and disposal of concrete, surface preparation, cleaning/epoxy painting/supplementing of rebars to remain in place, installation of sacrificial anodes, concrete placement, tooling of joints and proper curing. Assume concrete thickness removal of 3 inches average.

\$ 69.00 /SF x 1065 SF = \$ 73,485.00

Sacrificial anodes: \$ 47.00 /EA x 50 = \$ 2,350.00

4. Full depth removal and replacement of deteriorated concrete slab at crane blockout as outlined in Details 3/R-12. Work includes saw cutting along the perimeter of squared off area, removal and disposal of concrete, surface preparation, cleaning/coating /supplementing of all rebars to remain in place, concrete placement, tooling of joints, installation of sacrificial anodes, and proper curing. Slab thickness is typically 5". The work requires furnishing and installing sacrificial anodes per below.

\$ 94.00 /SF x 70 SF = \$ 6,580.00

Sacrificial anodes: \$ 47.00 /EA x 35 = \$ 1,645.00

5. Removal and replacement of deteriorated vertical column repair per Details 4 & 5/R-12. This work item occurs on sheet R-2 and R-10. Work includes, removal and disposal of materials, surface preparation, cleaning/coating/supplementing of all exposed rebars to remain in place, concrete placement, and proper curing.

\$ 397.00 /SF x 60 SF = \$ 23,820.00

6. Perform repairs to the stair towers at locations shown on the drawing and according to detail 2/R-13. Work includes, removal and disposal of materials, surface preparation, cleaning/coating/supplementing of all exposed steel components, concrete placement, and proper curing. For this work item, the Contractor may utilize trowel applied repair mortars per Specification Section 03 37 15.11 or form and pump repair materials per Specification Section 03 37 16.16.

\$ 239.00 /SF x 50 SF = \$ 11,950.00

7. Supplemental reinforcement replacement, part of the above repair items but cannot be quantified will be provided at a unit price where existing reinforcement which has lost 20% or more of the original cross-sectional area. The cost includes labor + material.

\$ 7.90 /LB x 1,000 Lbs. = \$ 7,900.00

8. Perform column corbel repair per Detail 1/R-13. See Sheet R-10 for location of repair. For this work item, the Contractor can utilize trowel applied repair mortars per Specification Section 03 37 15.11.

3 Locations Lump Sum = \$ 9,900.00

TOTAL BASE BID AMOUNT

Bidder agrees to perform all the work for the 10th & Front Garage Structural Concrete Repairs Project (Rebid) as described in the Project Manual, including but not limited to the General Requirements, Technical Specifications and Drawings dated October 29, 2020 and January 2021 and prepared by DESMAN, for the Work; and having examined the Project Location and being familiar with all of the conditions surrounding the proposed Work including availability of materials and labor the undersigned hereby proposed to furnish all labor, materials and supplies as specified, including all expenses incurred in bonding, obtaining insurance; and to perform the Work in accordance with the Contract Documents within the times set forth therein for the total Base Bid Amount of:

Seven Hundred Eighty Nine Thousand Nine Hundred Eighty Dollars

(\$ 789,980.00) Dollars, lawful money of the United States.

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

BID ALTERNATE NO. 1.

Bidder agrees to modify the Base Bid by the amount stated below for alternates as described below and further described in the Bid Documents, Drawings and Specifications. The Owner may accept or reject the Alternate(s). All alternate work shall be completed within the same time frame as indicated on the Contract Documents for associated work.

Remove and replace beam bearing pads on level 2 sheet R-2 and on roof level sheet R-10 at corbel repair locations. The bearing pad shall be 70 Durometer, same size and thickness as the existing. Quantity to be verified in field by the contractor. Caution: GC to exercise care during jacking of the beam to remove load from the bearing pad as it can cause the slab to crack. Remove the failed bearing pad and insert a new bearing pad. Return the beam to its original position and remove the jacks. Alternatively, shore beam and chip the corbel bearing surface to remove the bearing pad and create sufficient space between the

beam and corbel for installing a new bearing pad. Patch the chipped corbel surface with high strength repair mortar and reinstall a new bearing pad. Do not nick or damage existing reinforcing in the corbel. Shores shall remain in place until the repair mortar has reached its full design strength.

Bearing Pads \$4,980.00 /EA x 6 = \$ 29,980.00
(Estimate: 4 locations on 2nd level and 2 locations at corbel repair)

Add: \$ 29,980.00 Dollars, lawful money of the United States.

Twenty Nine Thousand Nine Hundred Eighty Dollars

[Amounts shall be shown in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on February 17th, 2021.

X

SIGNATURE

Kirt Courkamp- Vice President

Print Name and Title

John Rohrer Contracting Co., Inc.

Contractor / Company

2820 Roe Ln, Bldg S.

Address

Kansas City, KS 66103

City, State, Zip

012706- UNLIMITED- 1-2-3

Idaho Public Works Contractor License No.

02/28/2022

License Expiration Date

48-0530087

Federal Tax ID #

kcourkamp@jrcc.build

E-mail Address

(913) 236-5005

Phone No.

(913) 236-7291

Fax No.

ATTENTION: Did you remember the Contractor's Affidavit Concerning Taxes?

IF CONTRACTOR'S AFFIDAVIT IS NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

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

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Kansas

COUNTY OF Wyandotte

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

John Rohrer Contracting Co., Inc.

Contractor / Company

2820 Roe Ln, Bldg S.

Address

Kansas City, KS 66103

City, State, Zip

X [Signature]
Authorized Representative Signature

Kirt Courkamp- Vive President
Print Name and Title

Subscribed and sworn to before me this 17th day of February, 2021.

Eileen Sumner
Notary Public
Residing at: 2820 Roelane Bldg S KCKs
Commission Expires: 5-15-2022



END OF SECTION 00 45 46



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AGENDA BILL

Agenda Subject: 9 th & Front Garage Stairs Structural Repairs Project		Date: March 8, 2021
Staff Contact: Kathy Wanner, Contracts Specialist Aaron Nelson, Parking & Facilities Manager		Attachments: A. Resolution 1700 B. Proposal Received from Guho Corp
Action Requested: Adopt Resolution 1700 authorizing the Executive Director to negotiate and execute a public works construction agreement with Guho Corp to complete the 9 th & Front Garage Stairs Structural Repairs Project.		

Background

The 9th & Front Garage has two open stair towers serving its eight levels. The stair towers, located on the exterior of the building are open to the elements of wind, rain, snow, ice and other weather related experiences. Over time, the toll of weather and ice removal products has begun to create wear and tear, including infiltration of chloride resulting in deterioration and corrosion of the reinforcing steel in the concrete beams and columns supporting the stair tower. As a best practice, this damage should be repaired promptly to avoid an accelerating rate of deterioration and spiraling repair costs.

The proposed work includes treatment of steel reinforcement for corrosion, removal and repair of spalled and disbonded concrete and application of protective coatings for the two stair tower support structures to prevent subsequent chloride infiltration and corrosion, as well as miscellaneous repairs to and painting of related components, including gutters, awnings, and metal window and door frames. The repairs are expected to extend the service life of the stair structure by 10 – 15 years.

Procurement Process

In advance of inviting bids for 9th & Front Garage Stairs Structural Repairs ("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 1678 prequalifying Engineered Structures, Inc. – ESI, Guho Corp., Watson Associates, and Western Waterproofing, 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 four (4) prequalified companies.

No bids were received by the December 1 deadline.

Idaho Code 67-2805(2)(b)(xi) provides direction in the event no bids are received stating that the “governing board may make the expenditure without further competitive bidding procedures”.

The Agency engaged with general contractor, Guho Corp, one of the pre-qualified bidders, and the general contractor with significant previous experience on the stair structures. The Agency, Guho Corp, and the design professional met several times on site and online since December to discuss the plans and address any concerns. Revisions and concerns addressed include inclusion of additional tier 1 repairs needed since the 2019 evaluation, determination of acceptable substitute materials and coating application procedures, and discussion of items not addressed in the original scope.

Upon further clarification of the scope of work and adjustment to drawings. Guho Corp provided a proposal to the Agency in the amount of \$787,370 to complete the 9th & Front Stairs Structural Repair Project.

Fiscal Notes:

The Agency’s FY2021 budget includes sufficient funding to proceed with Guho Corp performing the work for total Amount of \$787,370. Resolution No. 1700 includes a provision for a 10% contingency, also within budget, to account for the uncertain nature of these concrete repairs.

Staff Recommendation:

The Agency recommends that the Agency Board adopt Resolution 1700 authorizing the Executive Director to negotiate and execute a public works construction agreement with Guho Corp to complete the 9th & Front Garage Stairs Structural Repairs Project and to expend funds as set forth in the resolution.

Suggested Motion:

I move to adopt Resolution 1700 authorizing the Executive Director to negotiate and execute a construction agreement with Guho Corp to complete the 9th & Front Garage Stairs Structural Repairs Project for the total amount of \$787,370; and to expend funds as set forth in the resolution.

ATTACHMENT A
RESOLUTION 1700

RESOLUTION NO. 1700

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING THAT THE AGENCY COMPLIED WITH THE BIDDING REQUIREMENTS OF IDAHO CODE § 67-2805(2)(B) AND RECEIVED NO BIDS FOR THE 9TH & FRONT GARAGE STAIR STRUCTURAL REPAIRS PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT BETWEEN THE AGENCY AND GUHO CORP., IN ACCORDANCE WITH IDAHO CODE § 67-2805(2)(B)(XI), TO UNDERTAKE AND COMPLETE THE 9TH & FRONT GARAGE STAIR STRUCTURAL REPAIRS PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Agency has the need for significant structural repairs to the stair towers on the 9th & Front Garage and has budgeted for those repairs in the FY2021 Agency budget; and,

WHEREAS, Idaho Code § 67-2805(2)(b) provides for a two-stage process for procurement of public works construction, which:

- 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, the Agency issued a Request for Qualifications ("RFQ") from licensed public works contractors for the 9th & Front Garage Stair Structural 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 following four (4) construction companies provided their Statements of Qualifications by the September 9, 2020, deadline: ESI-Engineered Structures, Inc., Guho Corp., Watson Associates, and Western Specialty Contractors; and,

WHEREAS, the Agency Board adopted Resolution 1677 on October 12, 2020, prequalifying ESI-Engineered Structures, Inc., Guho Corp., Watson Associates, and Western Specialty Contractors as eligible to submit competitive bids for the 9th & Front Garage Stair Structural Repairs Project; and,

WHEREAS, the Agency issued a Project Manual with Invitation to Bid for the Project on October 21, 2020, which invited sealed bids from the four (4) prequalified companies; and,

WHEREAS, the Agency received no bids by the due date and time of 3:00 p.m. on December 1, 2020; and,

WHEREAS, Idaho Code § 67-2805(2)(b)(xi) provides direction to the Agency Board in the event no bids are received, stating, "If no bids are received, the governing board may make the expenditure without further competitive bidding procedures"; and,

WHEREAS, in accordance with Idaho Code § 67-2805(2)(b)(xi), the Agency engaged with general contractor Guho Corp. to provide a proposal to complete the work; and,

WHEREAS, Agency recommends the Agency Board authorize the Agency Executive Director negotiate and execute a construction agreement with Guho Corp. to complete the 9th & Front Stairs Structural Repair 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 finds the Agency complied with the bidding requirements set forth in Idaho Code § 67-2805(2)(b) but received no bids for the 9th & Front Garage Stair Structural Repairs Project; and finds therefore, that in accordance with Idaho Code § 67-2805(2)(b)(xi), the Agency can now make the expenditure for the 9th & Front Garage Stair Structural Repairs Project without further competitive bidding procedures.

Section 3: That the Agency Executive Director is hereby authorized to negotiate and execute a public works construction agreement for the 9th & Front Garage Stair Structural Repairs Project with Guho Corp. for the total amount of SEVEN HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$787,370), plus allowing up to 10% of this amount to address unforeseen circumstances if determined necessary in his best judgement.

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 March 8, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 8, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



March 2, 2021

Resolution 1700
Attachment B
Guho Corp Proposal

CCDC

9th and Front Garage Stairs-Structural Repairs Project

Schedule of Values

Description	Value
Concrete Repairs	\$ 195,322.00
CMU Repairs	\$ 6,326.00
Joint Sealants	\$ 6,627.00
Gutters and Flashings	\$ 34,137.00
Painting	\$ 209,218.00
Temp Barriers and Enclosures	\$ 9,347.00
Work Access	\$ 101,866.00
Progress Cleaning/General Labor	\$ 27,439.00
Traffic Control	\$ 36,039.00
Portable Restroom	\$ 777.00
Supervision/Project Management	\$ 120,916.00
Bond	\$ 9,711.00
<u>Allowances</u>	
ROW Permits	\$ 29,645.00
TOTAL	\$ 787,370.00



CCDC

9th and Front Garage Stairs-Structural Repairs Project

Assumptions and Clarifications

General Conditions

- Notice to Proceed March 12, 2021
 - Start Onsite Work May 3, 2021
 - Substantial Completion October 31, 2021
 - Normal Working Hours are from 7am to 7pm M-F
 - Complete Closure of each Stair Tower and Elevators for Concrete Repair Phase (Approx. 2 month each)
 - Work to be completed in 3 phases
 - Phase 1 West Stair Tower
 - Phase 2 East Stair Tower
 - Phase 3 High Prep and Painting
- Weekend/Night Work

Concrete Repairs

- Repair Tracking Log is attached with Estimated Quantities
- Walk repairs with inspector prior to starting each work area
 - Identify Repairs and proposed limits of repair
- Demo Concrete
- Prep Rebar and embeds
 - Prep Rusty Metal
 - No Rebar replacement
 - Embeds will remain in place, no removal and re welding
- Install Anodes as directed by inspector (100 total) (Vector Galvashield XP)
- Apply Bonding Agent and Corrosion Inhibitor (BASF P124)
- Place Repair Mortar (BASF N425 and S440)
- Install Shoring as detailed on S3.01 for Conditions 2,4,5
 - Provide Stamped Engineered Drawings for
- Update Repair Tracking Log with installed quantities
 - Before, during and after pictures
- ***Repair quantity Overruns/Saving will be negotiated, there is not a unit cost for repairs since there are so many variables***



CMU Repair

- Replace (3) Courses of CMU/Cap
- Color of new CMU may be slightly different than existing
- Install Flashing at Top
 - Sawcut Reglet and Caulk

Gutter and Downspouts

- Remove Gutters and Flashing Prior to Painting
- Replace with 24 ga Stainless Steel Gutters and Down Spouts
- Replace Flashing on top of Beam
 - Reuse of Mesh Guard

Painting

- Mockup (10) locations
 - Prep, Prime, Paint 2 coat
 - Pull Test by Inspector
- Metal Surfaces:
 - Primer Macropoxy 920
 - 2 Coats of Ser-Loxane 800
- Concrete Surface Surfaces:
 - Primer Macropoxy 646
 - 2 Coats of Ser-Loxane 800 (Vertical Surfaces)
 - 2 Coats of LXN Self-Clean EW (Top of Beams)
- Power Wash Concrete prior to Painting (Night Work)
- Painting of Chancel Edges
 - Top Edge of Traffic Coating to Remain
- (100) Handrail Post Base Touch up 2" up from ground
- Painting of HM Window Frame (Exterior Only) on Elevator Shaft
- Painting on HM Door Frames on Corner of 9th and Front
- Painting of Ground Level Canopies on Corner of 9th and Front
- Does not include Painting of:
 - Elevator Landing Concrete
 - Canopy Above Stair Tower
 - Garage Landing Door/Frames
 - Hand/Guard Railing
- Painting top coats require 50 degrees, Assuming Painting complete by the end of September.

Work Access

- Utilize (2) Lightweight 13' Scissor Lifts on each landing
 - 3,000 lbs load each
 - Maintain Distance between lift as determined by engineer
 - **Engineer of Record to Review**



- Snorkel Lift/Scissor on Ground Level to Access Work Area
- 135 ft Snorkel Lifts required for Painting
 - Required Closure of 2 lanes of Front Street
- Single Layer of Sheet Protection on Brick Pavers
- Hang Debris Netting at work Areas

Traffic Control

- Close Sidewalk along Front Street
- Detour to North Sidewalk
- Provide One Way Access to Businesses along Front St.
- Chain link Fence around work Site
- One Stair Tower Closed for each Phase
 - Signage Install at each Garage Level
 - Emergency Exit on 2nd Floor East to exit through garage
- 2 Lanes along front street closed for high painting work
 - Weekend Work Friday 10pm to Monday 5am
 - Concrete or water filled barriers **not anticipated**
 - Utilize Lane Closure along 9th Street to Stage Equipment during the week

Staging Area

- Area on Ground Level for Portable Toilet
- 4 to 6 parking Stalls on each floor while work is going on (2-3) Floors at a time
- Large Staging Area on Roof Level
 - Install Chain link Fencing Perimeter
- Garage Parking Passes for workers
- (2) Ground Floor Parking Stall for deliveries

Allowances: ROW Permit Fees

- **ITD**
 - \$2,000 per day ITD ROW Allowance (7 days @ no cost)+ (x6 days)
 - \$400 per week for Sidewalk Closure (x20 wks)
- **ACHD**
 - \$85/day for ACHD ROW Permit Fee for 9th Street Staging Area (x45 days)
 - \$150/wk ACHD Long Term (x10 wks)

Building Permit

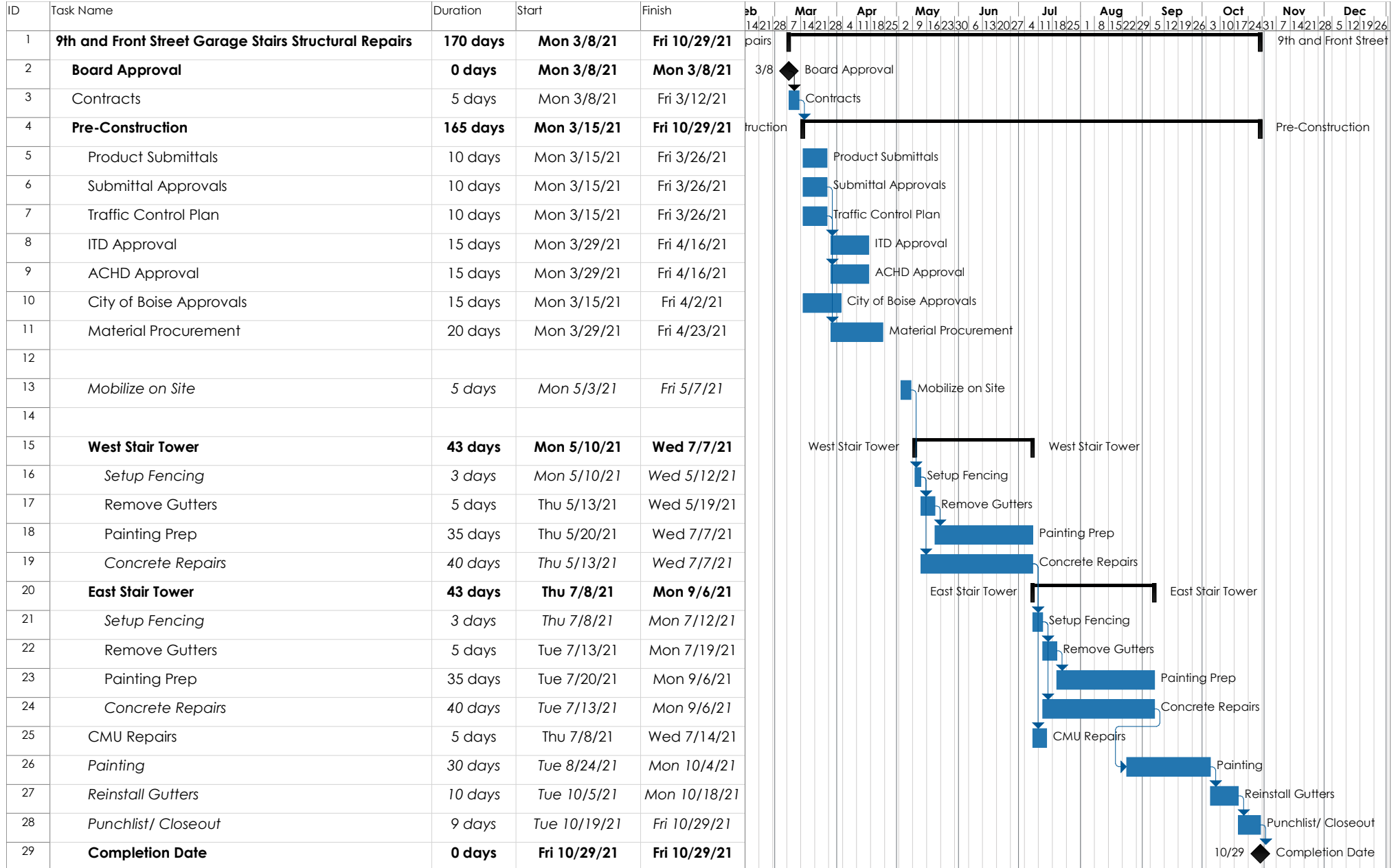
- All City of Boise Permit Cost by CCDC

END

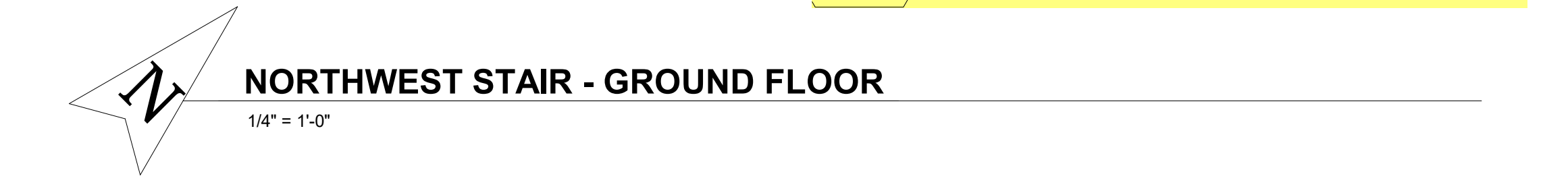
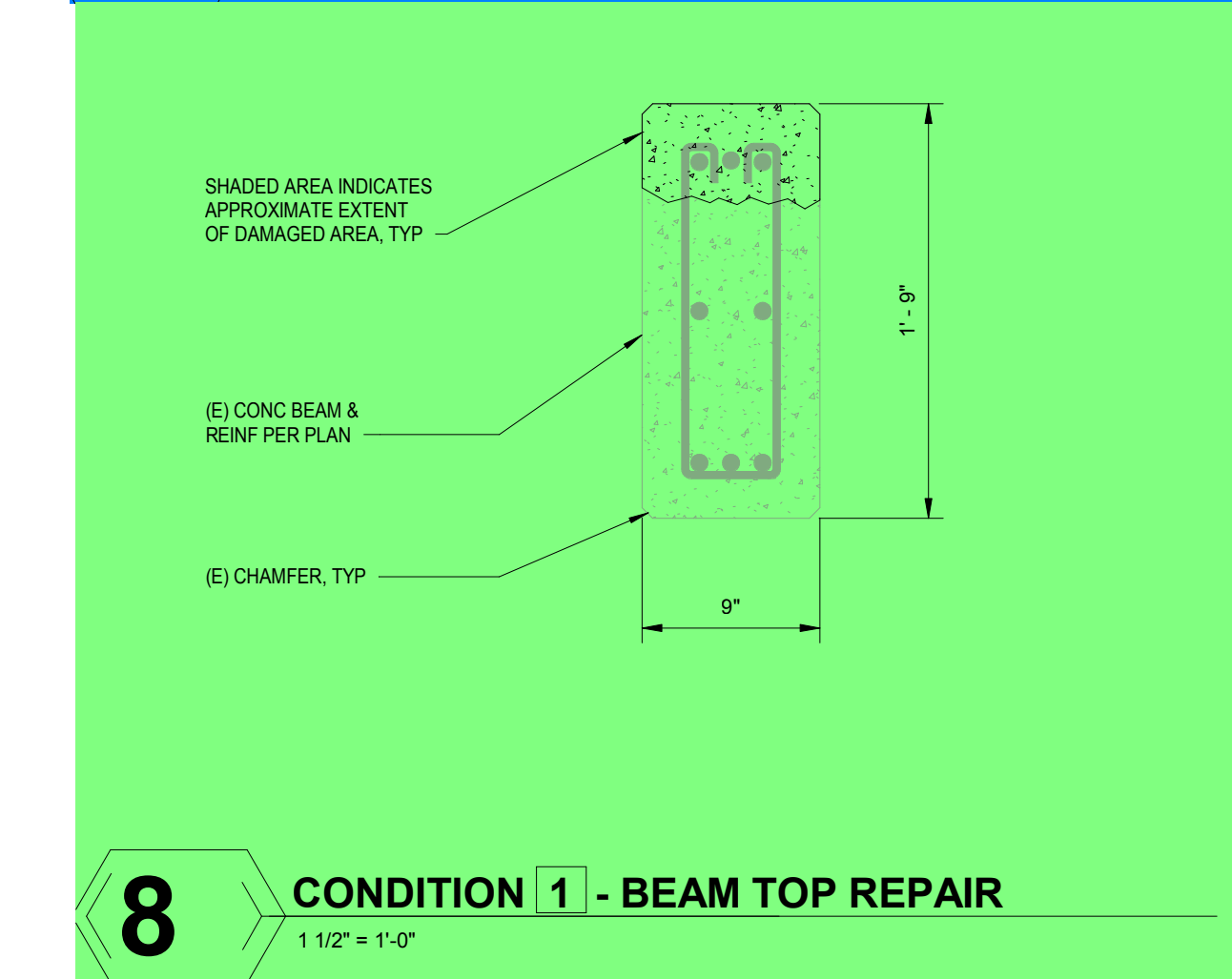
CCDC 9th and Front Stairs Structural Repairs

Schedule

03/02/2021



Repair Reference	Description	Shoring	Length	Report Volume (CF)	Anodes	Bond Test	
W1.1	North Cantilevered Beam, All	YES	8	6	8	YES	
W1.2	NW Column, Center Interior Face	NO	2	1	1	NO	
W1.3	North Beam, Top/Interior	YES	3	3	3	YES	
W1.4	South Cantilevered Beam, Tip	YES	2	1	1	YES	
W1.5	South Beam, West Top/Exterior	YES	2	1	1	YES	
W1.6	Deterioration of CMU Face Shells	NO		N/A		NO	
W2.1	SE Column, Interior Face	NO	2	1	1	NO	
W2.2	South Beam, Center Top	NO	2	2	4	NO	
W3.1	North Cantilevered Beam, Tip Interior	NO	2	1	1	NO	
W3.2	South Beam, West Top/Interior	YES	5	4	3	YES	
W4.1	SE Column, Interior Face	NO	3	2	3	NO	
W4.2	South Beam, West Top/Interior/Bottom	YES	5	6	6	YES	
W5.1	North Beam, Center Interior	YES	2	1	1	YES	
W5.2	South Beam, West Interior	YES	5	3	3	YES	
W5.3	South Beam, East Exterior	NO	2	1	1	NO	
W6.1	NE Column, Top Corner	NO	3	2	3	NO	
W6.2	West Beam Center, Top/Bottom	YES	5	3	4	YES	
W6.3	South Beam, West Interior	YES	5	2	3	YES	
W6.4	South Beam, East Exterior	NO	2	1	1	NO	
W7.1	West Beam Center, Top/Bottom	YES	4	3	4	YES	
W7.2	South Beam, Center Interior	NO	2	1	1	NO	
E1.1	North Cantilevered Beam, Interior	NO	3	2	2	NO	
E1.2	South Cantilevered Beam, Tip	YES	1	1	1	YES	
E1.3	South Beam, East Top	NO	4	2	2	NO	
E1.4	South Beam, West Top	NO	4	2	2	NO	
E2.1	North Beam, West Top	NO	5	3	2	NO	
E2.2	South Beam, Center Top	NO	3	1	1	NO	
E3.1	Elevator Landing, Delamination @ Column	NO	3	2	4	NO	
E4.1	Elevator Landing Delamination @ Door	NO	3	1	1	NO	
E4.2	South Beam, Center Top	NO	3	2	2	NO	
E5.1	North Beam, Center Top	NO	4	2	2	NO	
E5.2	Elevator Landing, Delamination @ Column	NO	4	3	4	NO	
E5.3	South Beam, East Top/Exterior	NO	3	2	3	NO	
E6.1	East Beam, Center Top/Exterior	YES	4	3	4	YES	
E6.2	Tear in Membrane-1 SF	NO				NO	
E7.1	East Beam, Center Top/Exterior	NO	4	2	4	NO	
E7.2	Precast Landing, Voids- .1FT(3)	NO				NO	
E7.3	Elevator Landing	NO	4	3	4	NO	
E8.1	Door Jamb at Column	NO	10	4	4	NO	
TOTALS				80	95		



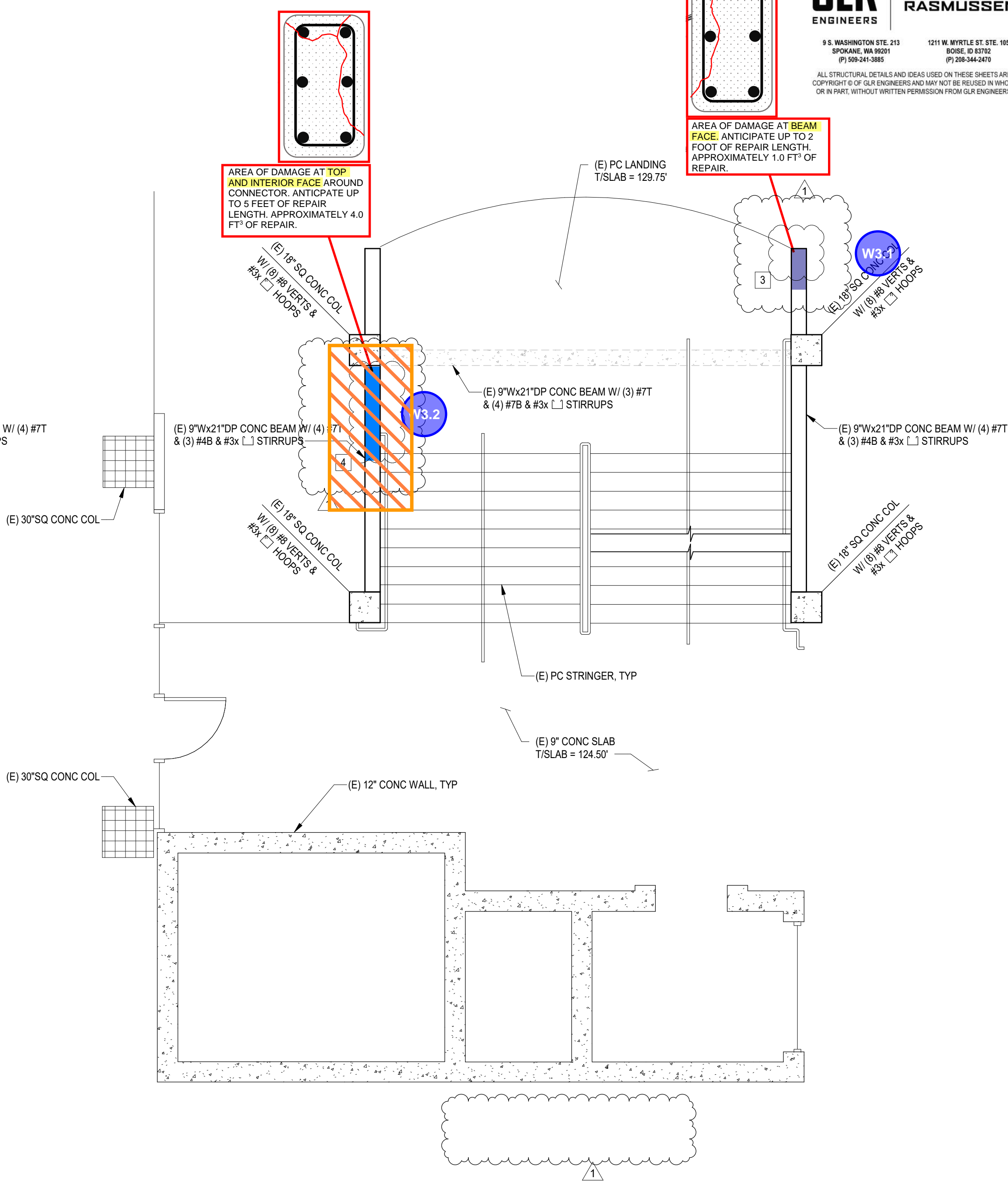
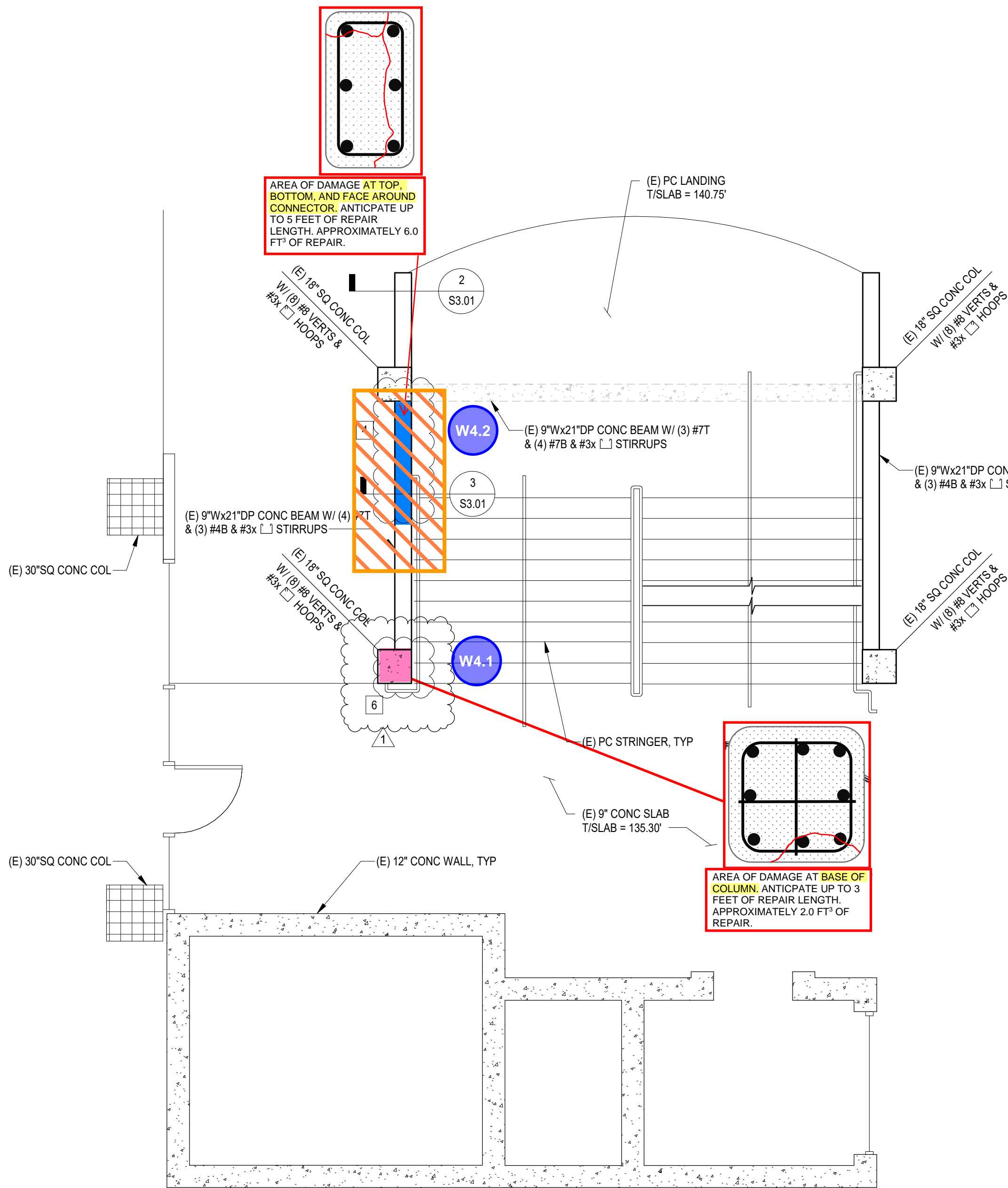
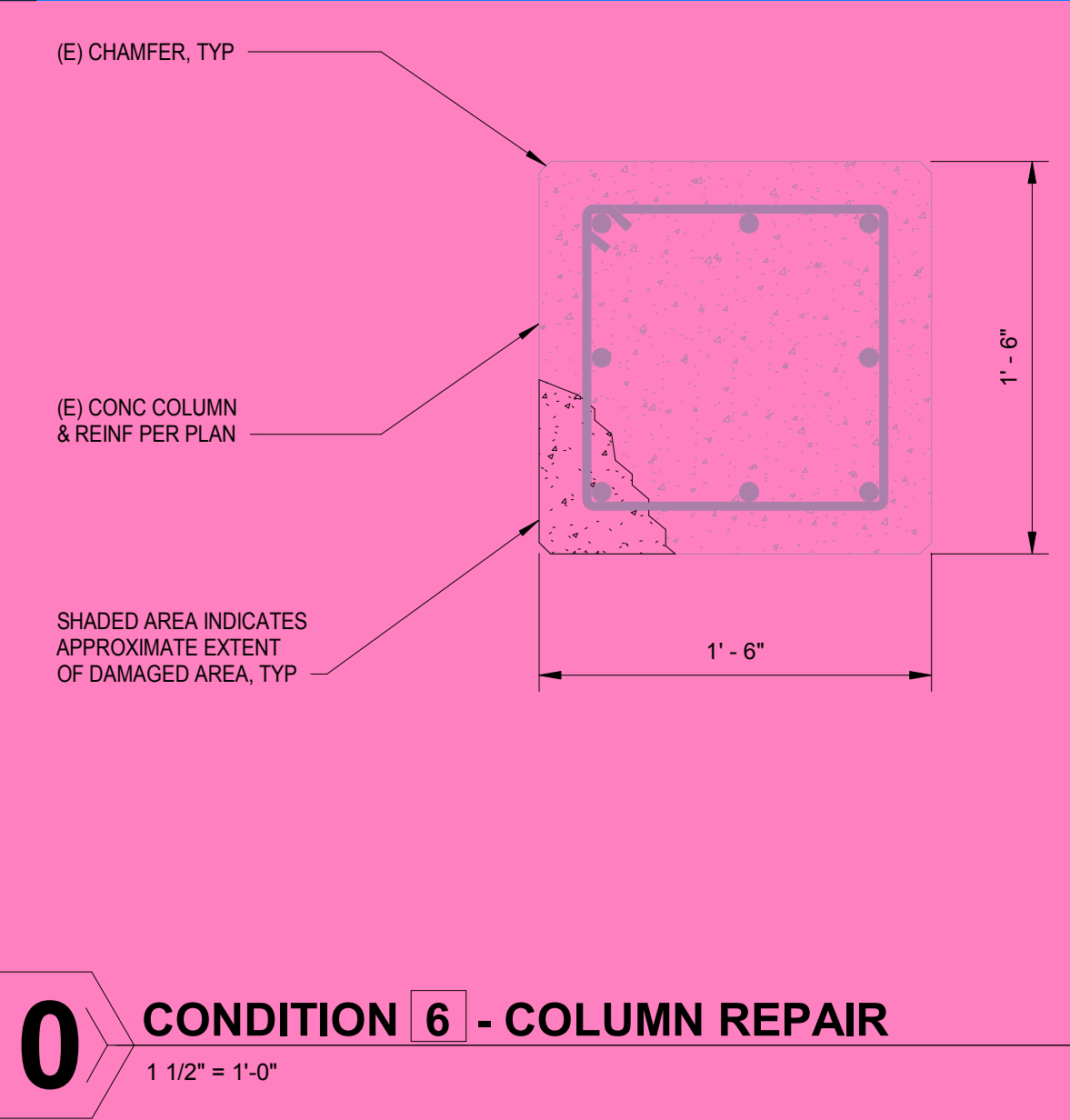
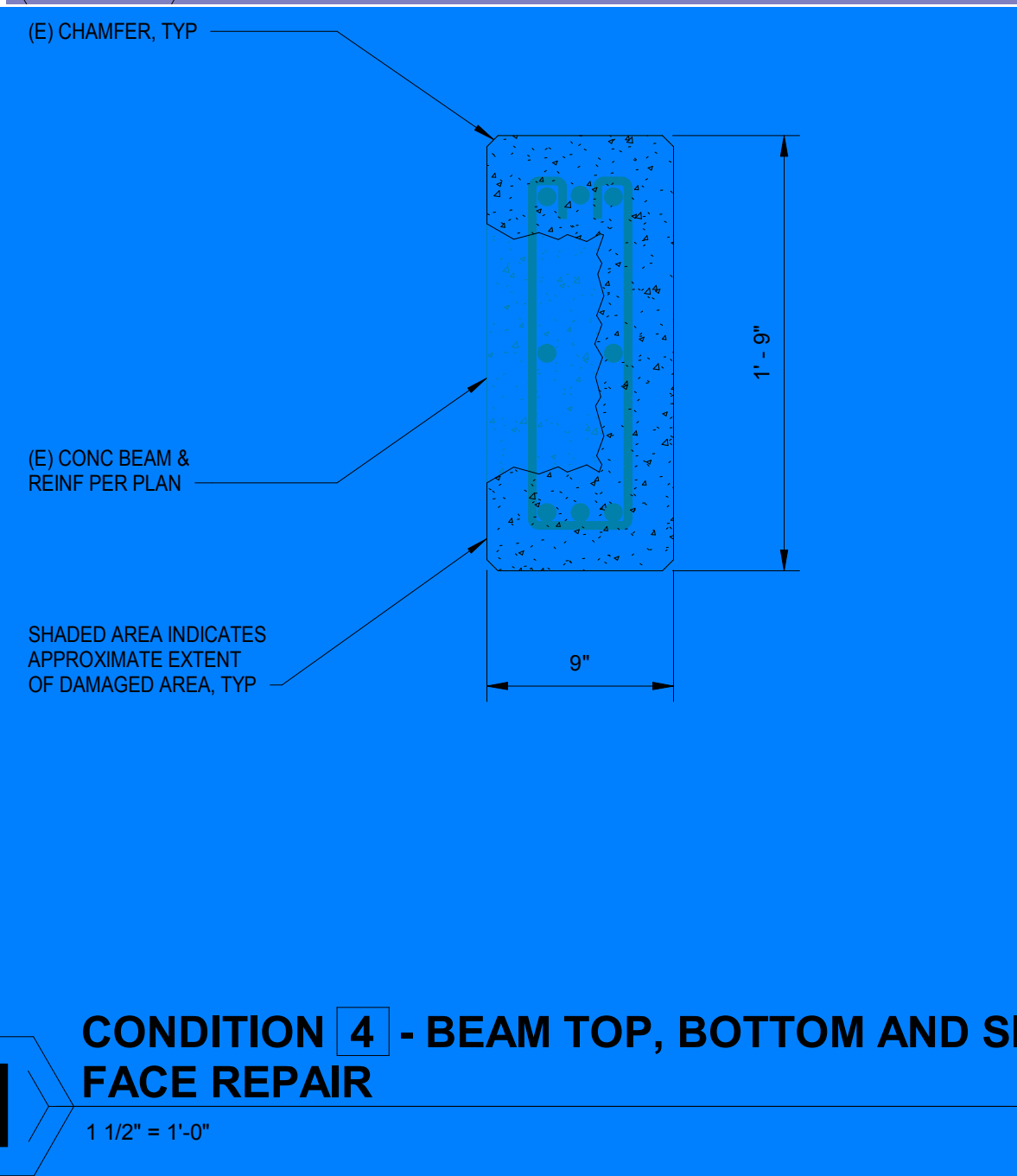
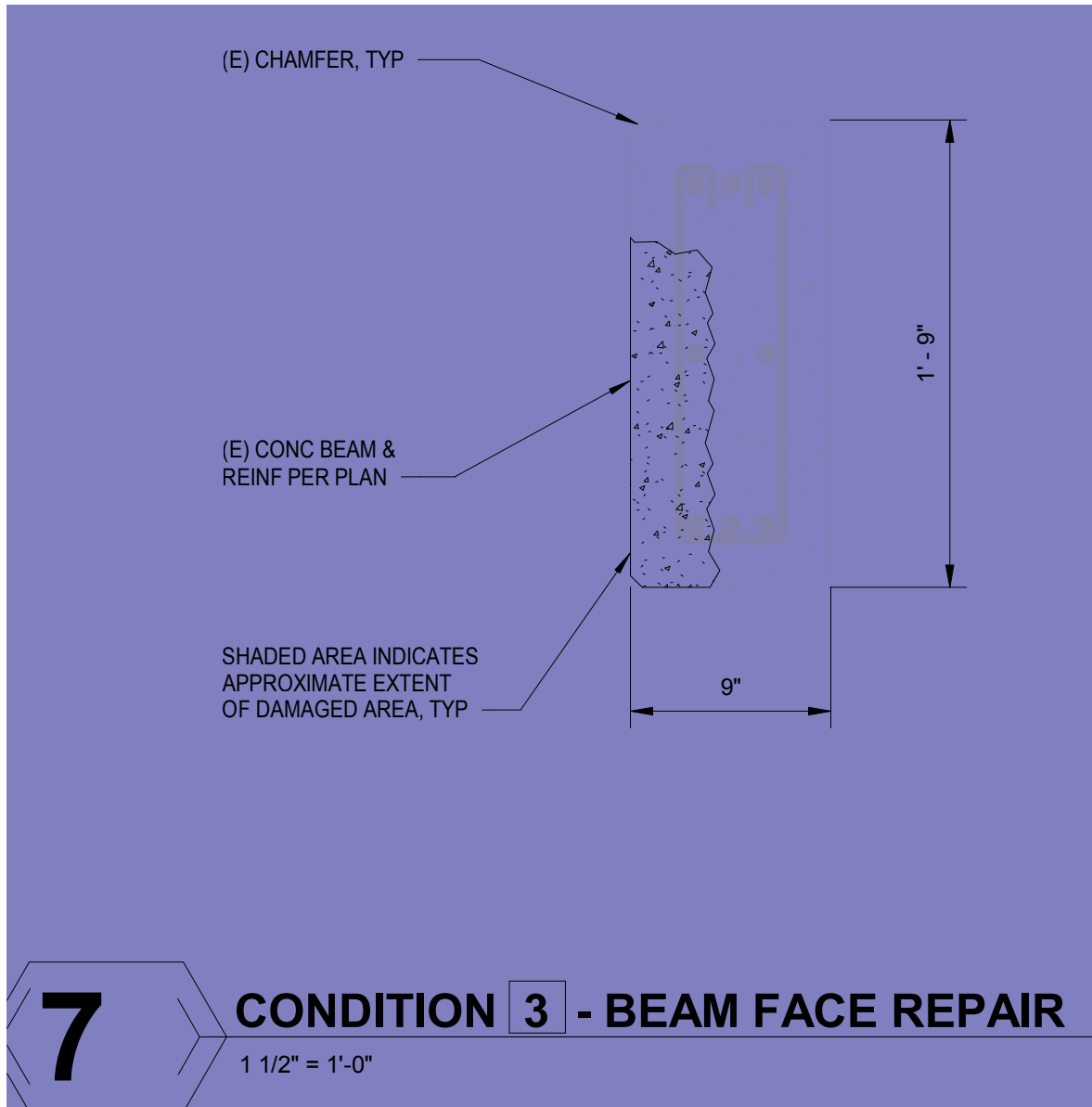
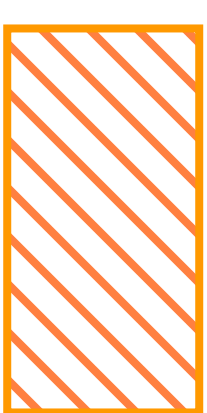
CONCRETE REPAIR PLAN NOTES:

1. GENERAL NOTES AND SPECIFICATIONS, STRUCTURAL DRAWING SHEET LIST, LEGEND AND ABBREVIATIONS PER S.O.1.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS. T/S LAB = "X" - "X" INDICATES SLAB ELEVATION FIELD VERIFY.
3. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY SHORING, REFERENCE THE CONCRETE REPAIR REQUIREMENT SCHEDULE ON THIS SHEET AND SHEET S.3.01 FOR ADDITIONAL INFORMATION.
4. CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING WALL FOOTING CORING AND JOINT REPAIR EXTENT AND DIRECTION.
5. CONTRACTOR TO REFERENCE VERITAS MATERIAL CONSULTING REPORT FOR SUPPLEMENTAL DIRECTION AND QUANTITIES APPLICABLE TO THE WORK BEING PERFORMED.
6. ADDITIONAL INFORMATION REGARDING REPAIR MATERIAL AND REPAIR SEQUENCING PROCEDURE IS LOCATED ON THIS SHEET.

Condition No.	Detail No.	Temporary Shoring Required (2)	Public Access Restricted (3)	Bond Testing Required	Repair Location (1)
1	8/S3.01	N	N	N	Beam Top
2	12/S3.01	Y	Y	Y	Beam Top and Bottom
3	7/S3.01	N	N	N	Beam Face
4	11/S3.01	Y	Y	Y	Beam Top, Bottom, and Single Face
4 SIM	11/S3.01	N	N	N	Beam Top, Bottom, and Single Face
5	6/S3.01	Y	Y	Y	Beam Top, Bottom, and Each Face
6	10/S3.01	N	N	N	Column Corner
7	5/S3.01	N	N	N	Slab Delamination Repair
8	9/S3.01	N	N	N	Veneer Repair at Column - Top [3] Rows
9	-	N	N	N	Void Repair per note 5

Notes:

- Additional direction regarding repair material and repair sequencing procedure is located on this sheet.
- Temporary shoring requirements are outlined on sheet S3.01. The temporary shoring shall extend down for (2) levels directly below the level being repaired.
- Public access to the level being repaired and the (2) levels directly below the level being repaired shall be restricted and appropriately blocked off to not allow access (3 levels total). Construction loading, including people and materials, shall not exceed 20 psf.
- Reference structural general notes for additional information.
- Clean void in precast landing by blast cleaning and place repair mortar per concrete sequencing procedure guideline.



CONCRETE SEQUENCING PROCEDURE:

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- The structural drawings identify several areas where damaged concrete has been discovered and requires structural repair. GLR's concrete repair recommendations have been developed in conjunction with Veritas Material Consulting and their report dated November 22, 2019 and supplemental repair details dated February 15, 2021. The contractor shall field verify the extent of the damaged areas by hammer tapping, visual observation and other non-destructive measures as required. Please notify GLR if additional locations are discovered that are not addressed within these drawings.
- Identify public access restricted areas per the Concrete Repair Requirement Schedule and provide the necessary barricades to keep the public out of the areas affected by the repair.
- Install temporary shoring as directed in the structural details on sheet S3.01 prior to any demolition work occurring.
- Remove all deteriorated, damaged and weak concrete in the concrete repair area until clean, sound concrete void of deleterious material is reached around the entire repair perimeter. Limit electric and pneumatic chipping hammers to 20 lbs of force per ACI/ICRI Concrete Repair Manual. GLR recommends exposing additional concrete beyond the damaged area until a minimum of 3" of clean reinforcement is exposed. Ensure that the repair area is not less than a 1" depth. Reference the concrete repair product application instructions for additional information and requirements. Ensure that all exposed steel reinforcement has been thoroughly cleaned and free of any concrete, dirt, oil, grease or other bond prohibiting material. All rust shall be removed by mechanical cleaning methods, including blast cleaning or other means of mechanical abrasion. Where corrosion has occurred, the steel should be high-pressure washed with clean water after mechanical cleaning has occurred. Alternate cleaning methods must be submitted to the design team and approved prior to acceptance. Contact GLR for further direction if existing reinforcement is experiencing diameter loss of 10% or more of the original bar size. Reference the concrete repair product application instructions for additional information and requirements.
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- Place Sikacrete 211 SCC Plus repair mortar once the preceding preparations are complete and approved by the special inspector. Follow the manufacturer's application instructions for guidance regarding placement and curing requirements.
- Perform bond testing as required per the Concrete Repair Requirement Schedule. Coordinate with the special inspection agency and submit results to the design team for review and approval prior to the removal of the temporary shoring.
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1	8/S3.01	N	N	N	Beam Top
2	12/S3.01	Y	Y	Y	Beam Top and Bottom
3	7/S3.01	N	N	N	Beam Face
4	11/S3.01	Y	Y	Y	Beam Top, Bottom, and Single Face
4 SIM	11/S3.01	N	N	N	Beam Top, Bottom, and Single Face
5	6/S3.01	Y	Y	Y	Beam Top, Bottom, and Each Face
6	10/S3.01	N	N	N	Column Corner
7	5/S3.01	N	N	N	Slab Delamination Repair
8	9/S3.01	N	N	N	Veneer Repair at Column - Top 15 Rows
9	-	N	N	N	Void Repair per note 5

- Notes:
- Additional direction regarding repair material and repair sequencing procedure is located on this sheet.
 - Temporary shoring requirements are outlined on sheet S3.01. The temporary shoring shall extend down for (2) levels directly below the level being repaired.
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 - Reference structural general notes for additional information.
 - Clean void in precast landing by blast cleaning and place repair mortar per concrete sequencing procedure guideline.

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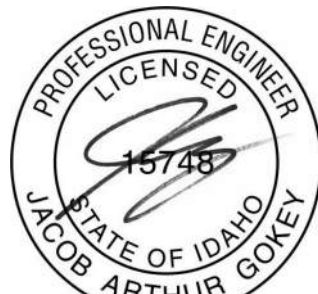
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BID SET

Print Date: 10/21/2020

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9TH AND FRONT PARKING GARAGE 312 SOUTH 9TH STREET BOISE IDAHO 83702

9TH AND FRONT STAIRS STRUCTURAL PROJECT

Issue Date: 10/21/2020
Drawn By: SRR
Checked By: JAG

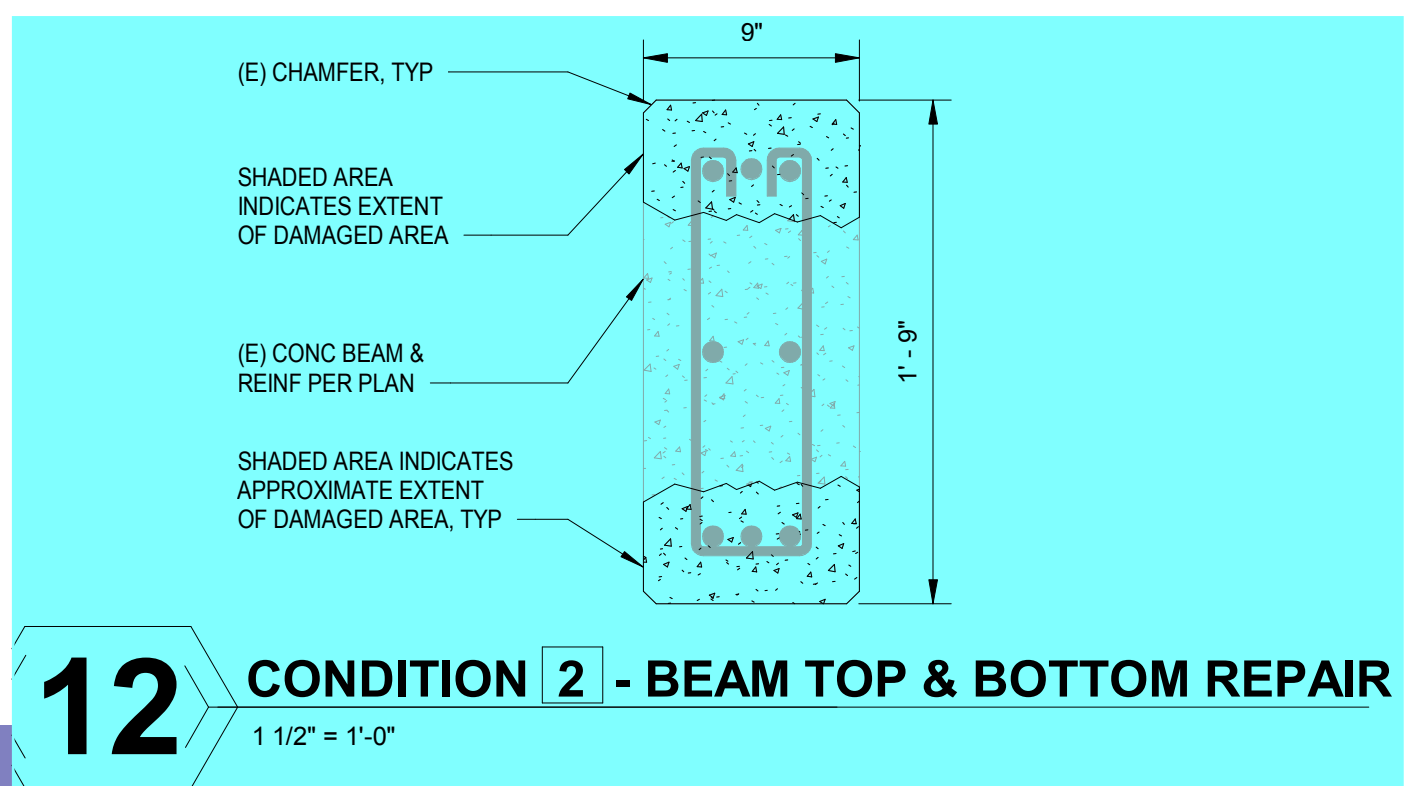
Revision ID	Chgd	Issue name	Date
1		CONDITION UPDATES	2/18/21

Project No.

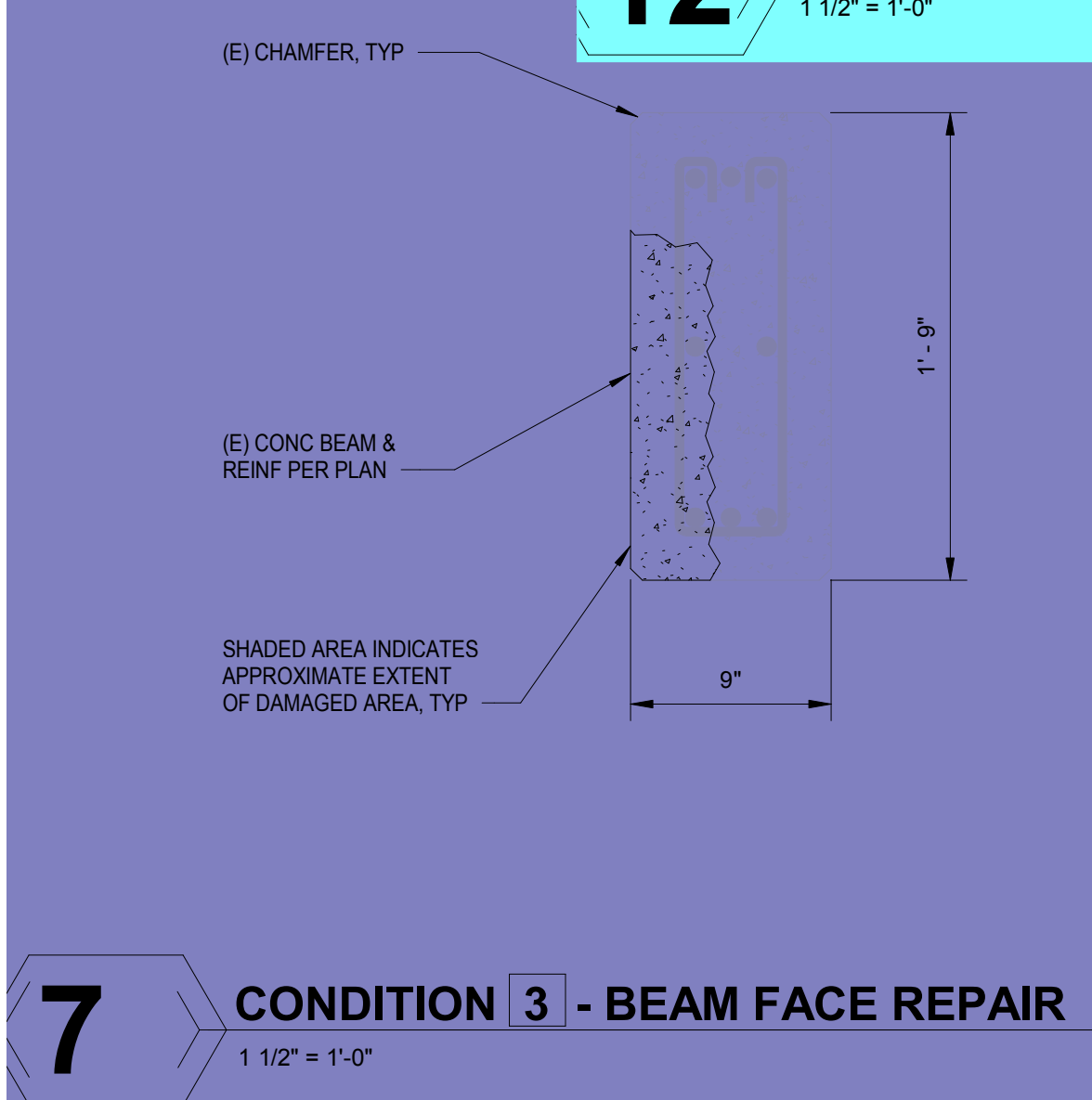
S20-026

**ENLARGED STAIR
PLANS - NORTHWEST
STAIRS**

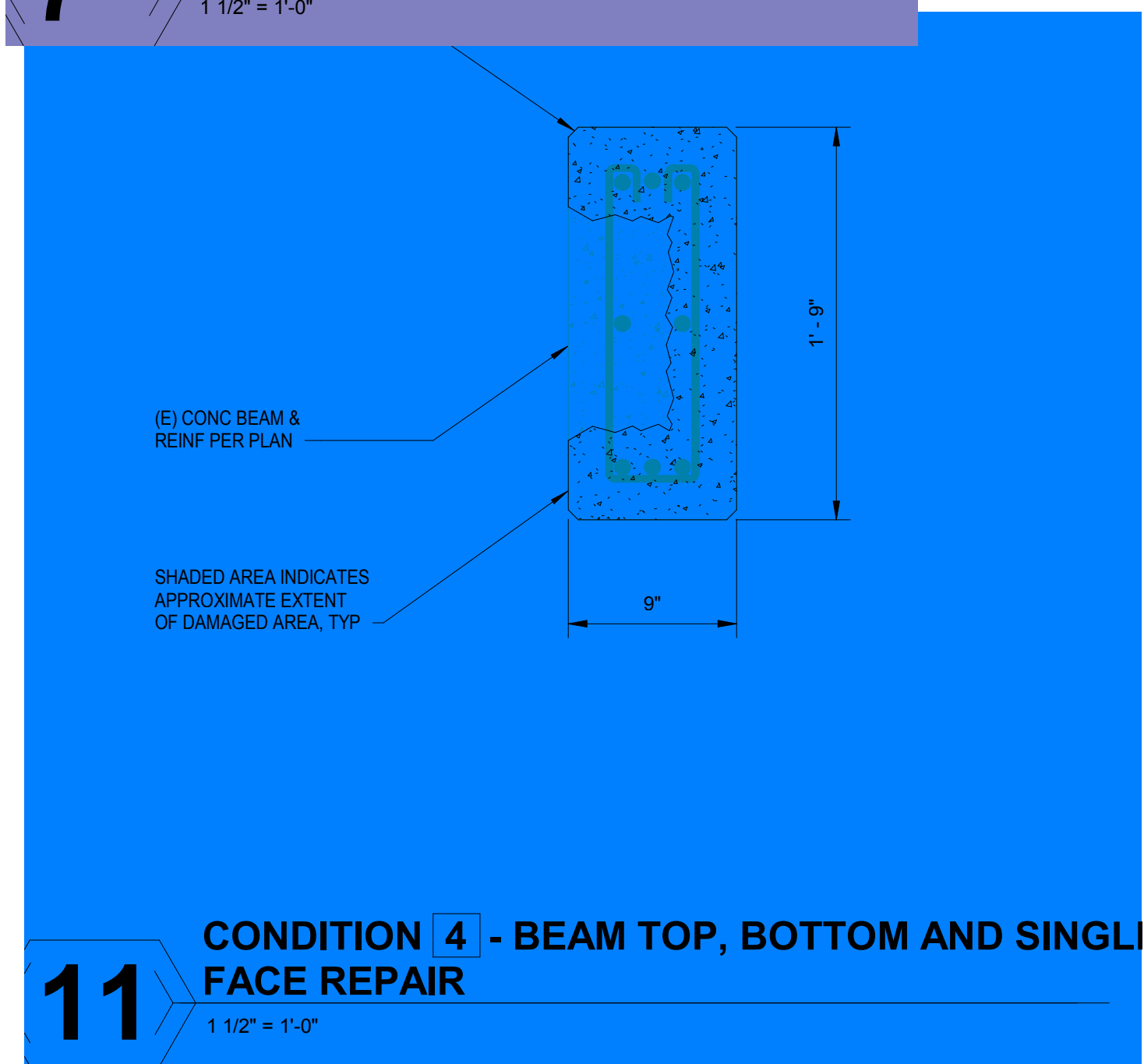
S2.02



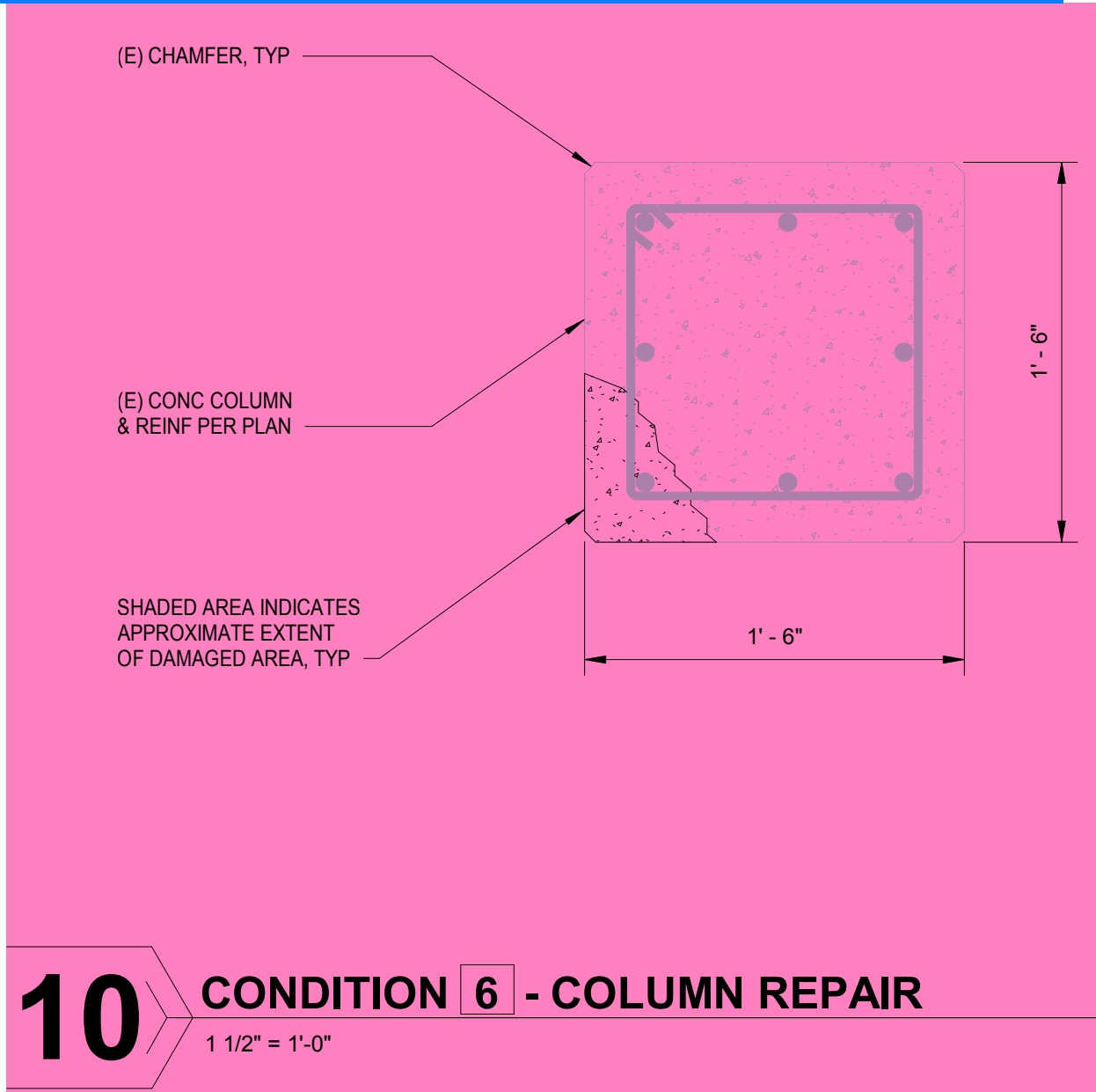
12 **CONDITION 2 - BEAM TOP & BOTTOM REPAIR**
1 1/2" = 1'-0"



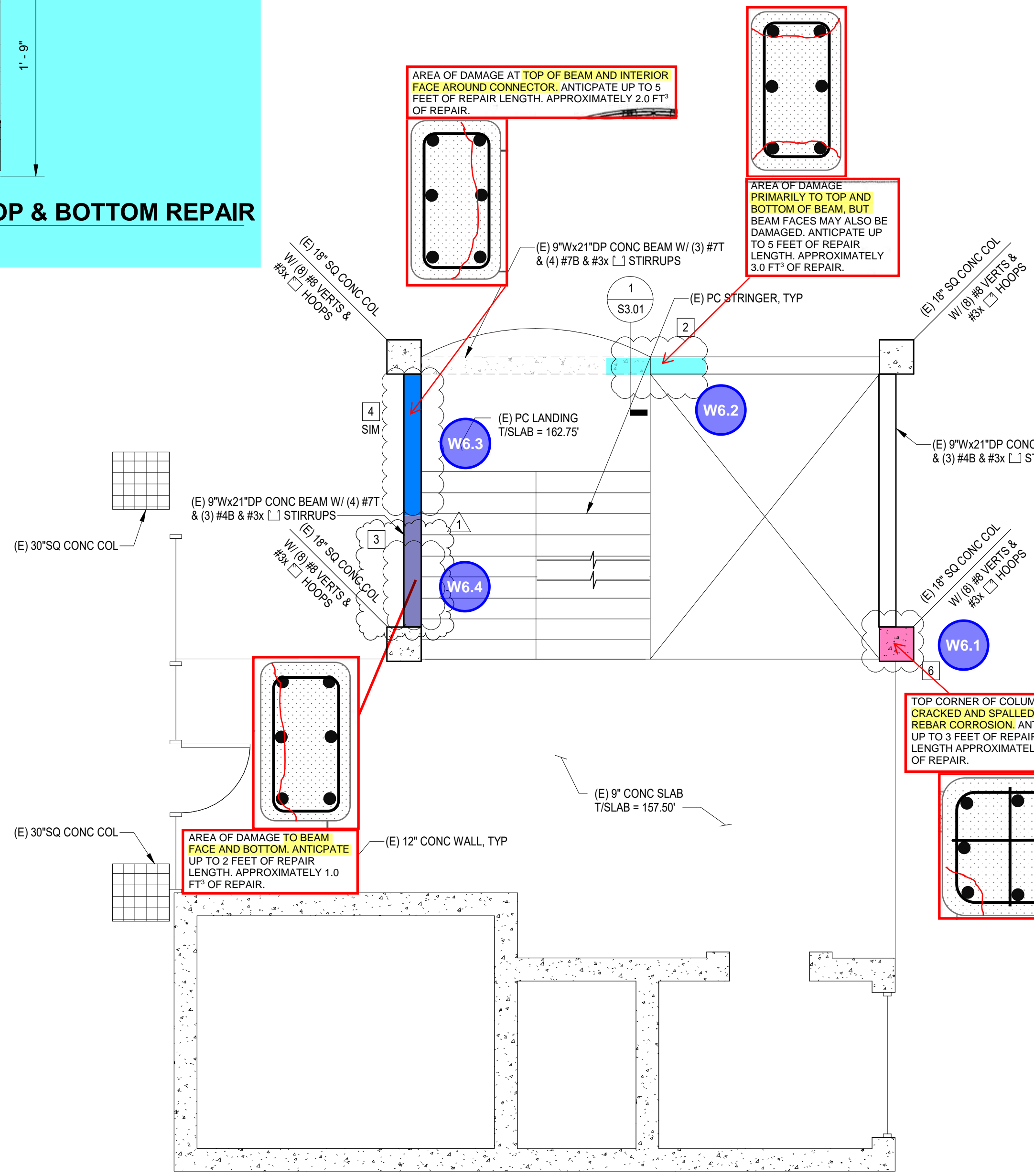
7 **CONDITION 3 - BEAM FACE REPAIR**
1 1/2" = 1'-0"



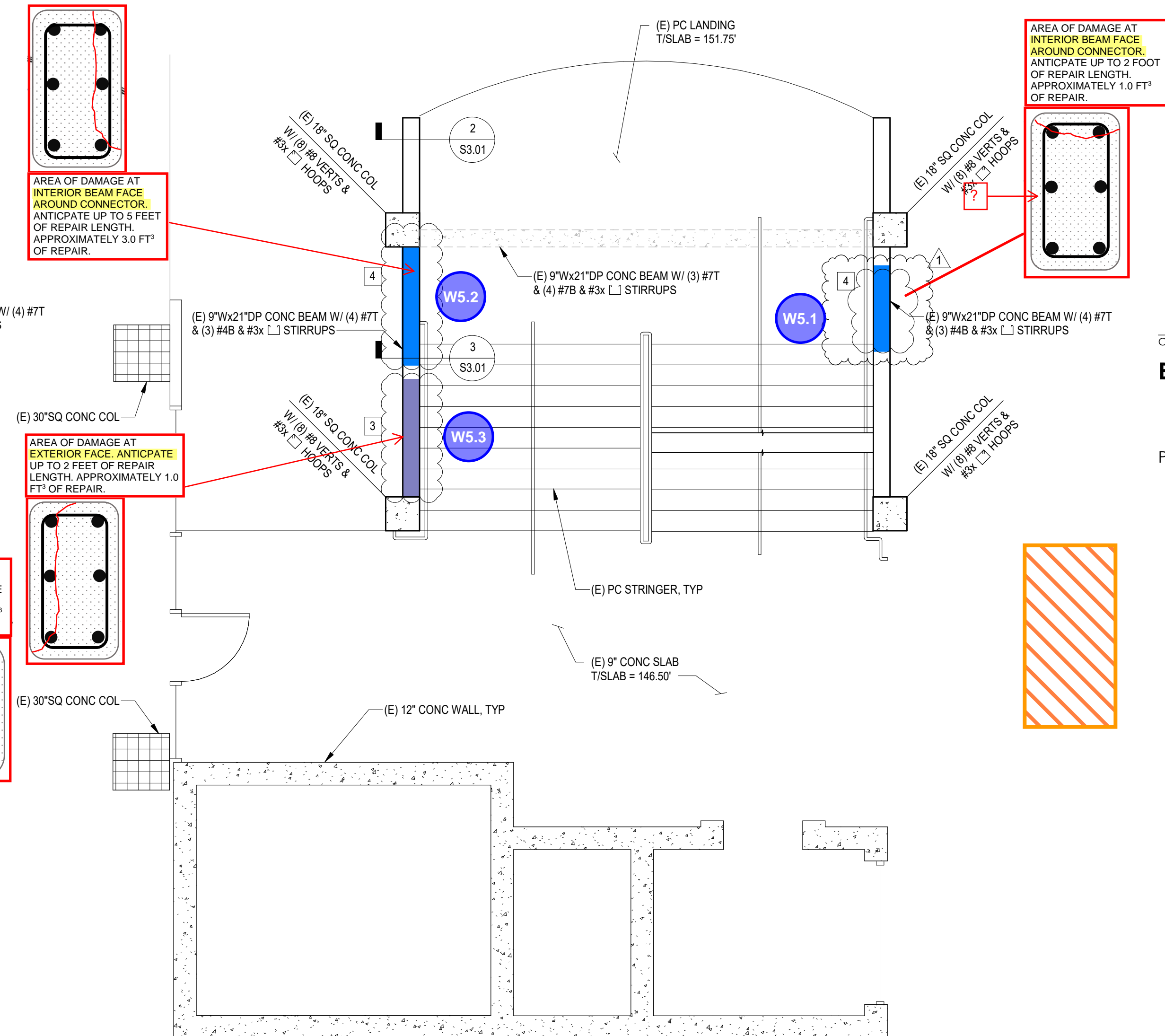
11 **CONDITION 4 - BEAM TOP, BOTTOM AND SINGLE FACE REPAIR**
1 1/2" = 1'-0"



10 **CONDITION 6 - COLUMN REPAIR**
1 1/2" = 1'-0"



NORTHWEST STAIR - 6TH FLOOR
1/4" = 1'-0"



NORTHWEST STAIR - 5TH FLOOR
1/4" = 1'-0"

CONCRETE SEQUENCING PROCEDURE:

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Concrete Repair Requirement Schedule					
Condition No.	Detail No.	Temporary Shoring Required (2)	Public Access Restricted (3)	Bond Testing Required	Repair Location (1)
1	8/S3.01	N	N	N	Beam Top
2	12/S3.01	Y	Y	Y	Beam Top and Bottom
3	7/S3.01	N	N	N	Beam Face
4	11/S3.01	Y	Y	Y	Beam Top, Bottom, and Single Face
4 SIM	11/S3.01	N	N	N	Beam Top, Bottom, and Single Face
5	6/S3.01	Y	Y	Y	Beam Top, Bottom, and Each Face
6	10/S3.01	N	N	N	Column Corner
7	5/S3.01	N	N	N	Slab Delamination Repair
8	9/S3.01	N	N	N	Veneer Repair at Column - Top 15 Rows
9	-	N	N	N	Void Repair per note 5

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 - Clean void in precast landing by blast cleaning and place repair mortar per concrete sequencing procedure guideline.

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Print Date: 10/21/2020

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9TH AND FRONT STAIRS STRUCTURAL PROJECT

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Checked By: JAG

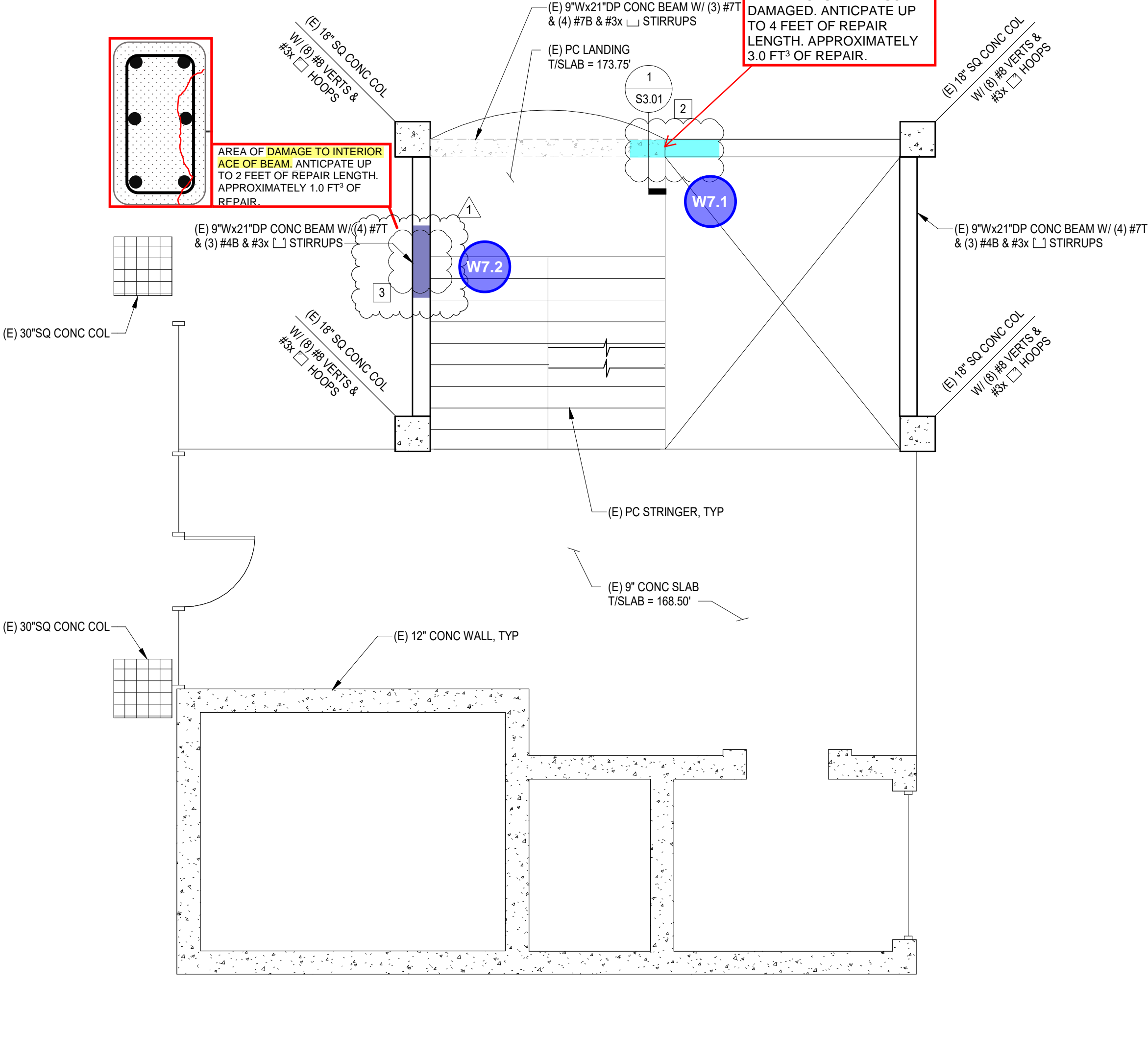
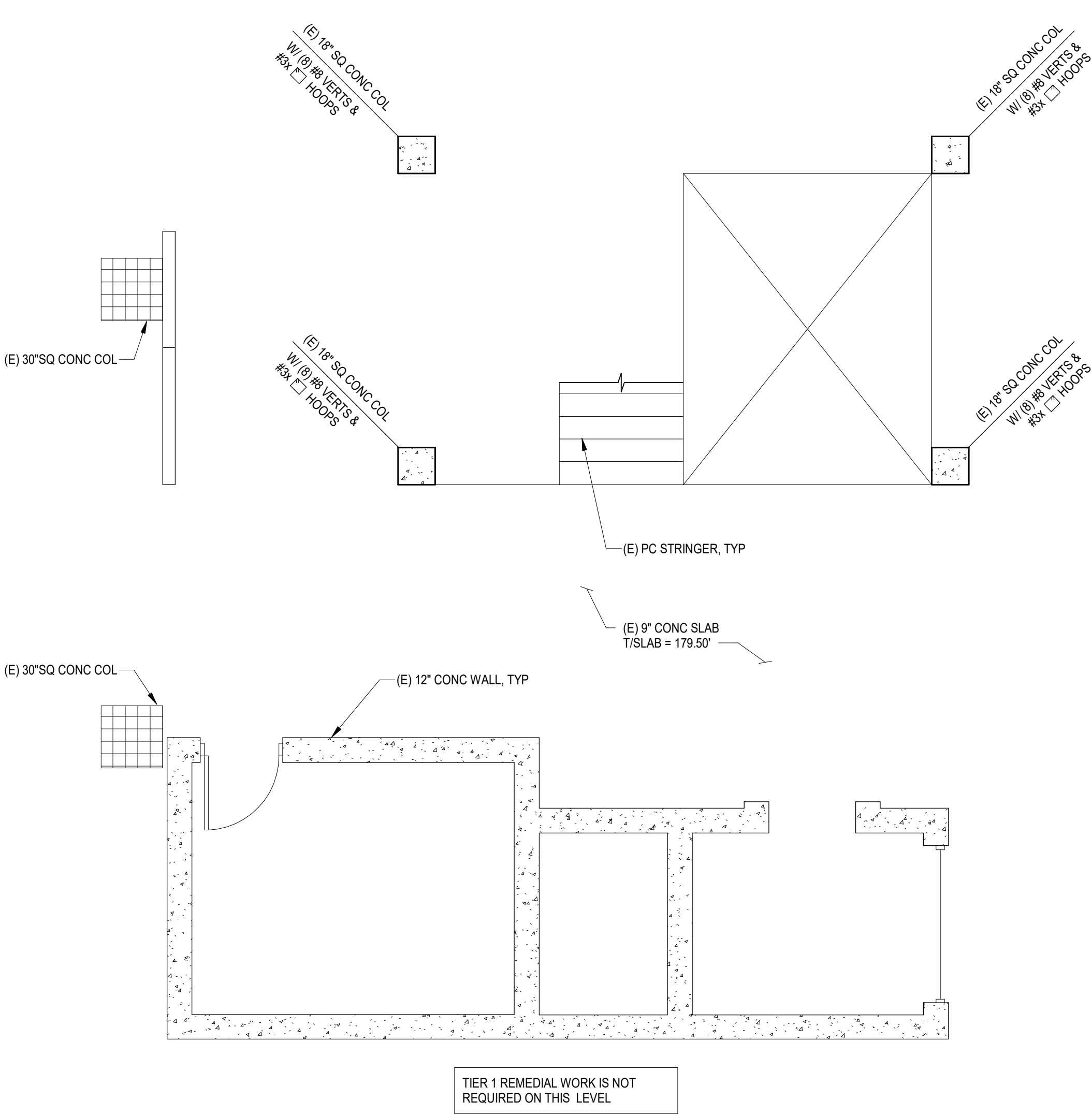
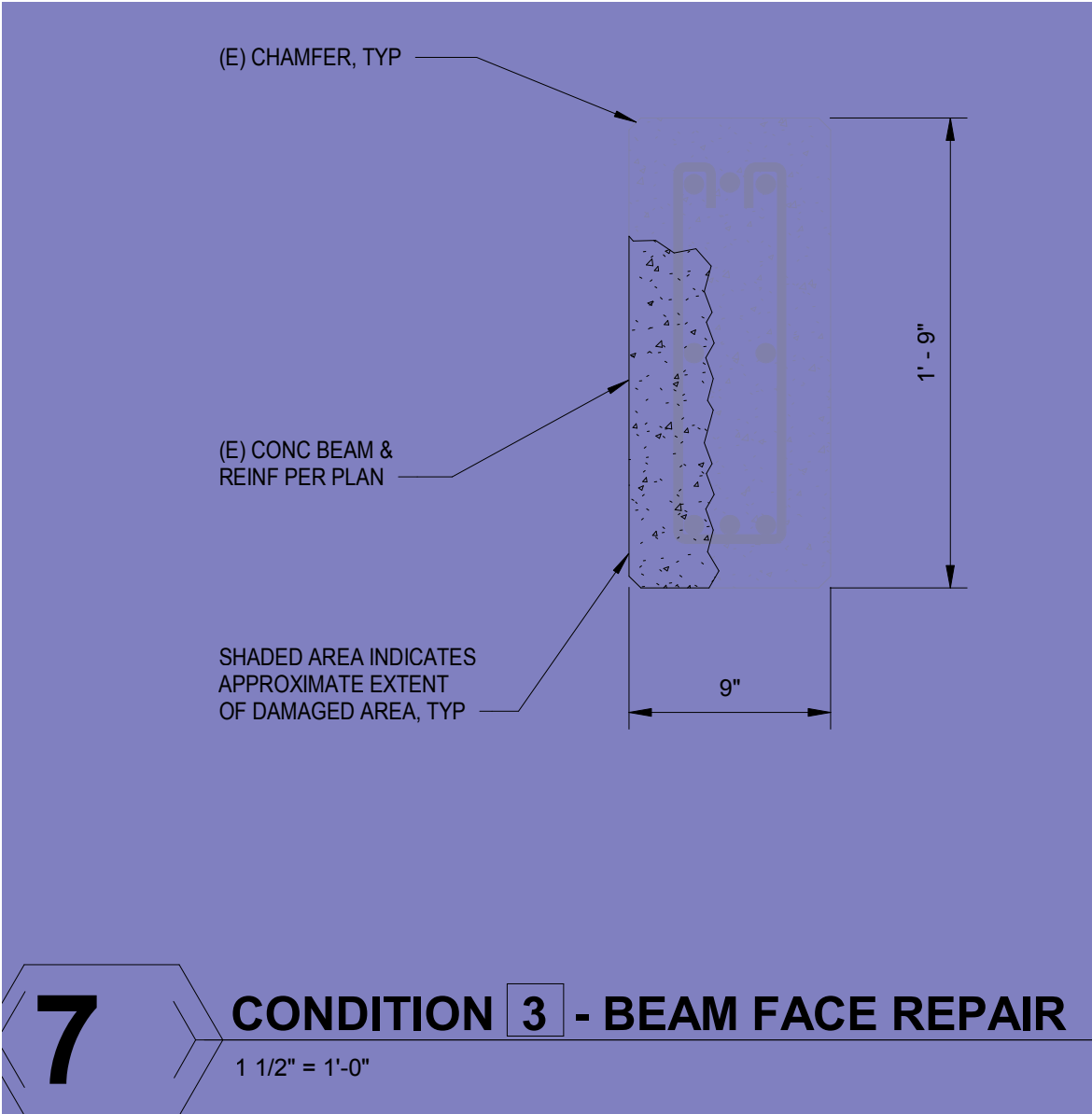
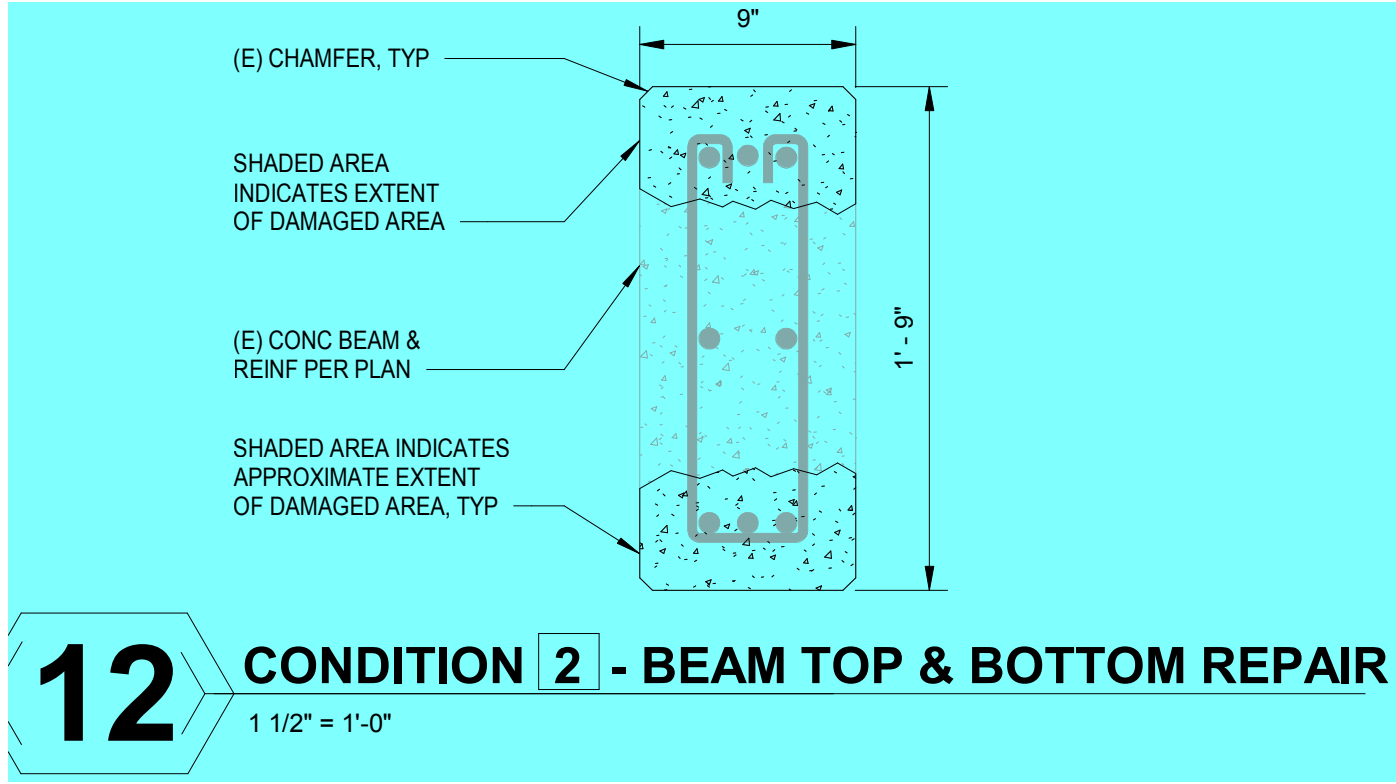
Revision ID	ChgD	Issue name	Date
1		CONDITION UPDATES	2/18/21

Project No.

S20-026

**ENLARGED STAIR
PLANS - NORTHWEST
STAIRS**

S2.03



CONCRETE SEQUENCING PROCEDURE:

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9TH AND FRONT STAIRS STRUCTURAL PROJECT

Issue Date:		10/21/2020	
Drawn By:		SRR	
Checked By:		JAG	
Revision ID	Chd	Issue name	Date
1		CONDITION UPDATES	2/18/21

Project No. S20-026

**ENLARGED STAIR
PLANS - NORTHWEST
STAIRS**

S2.04

(E) CHAMFER, TYP

(E) CONC BEAM & REINF PER PLAN

SHADED AREA INDICATES APPROXIMATE EXTENT OF DAMAGED AREA, TYP

1'-9"

9"

6

CONDITION 5 - BEAM TOP, BOTTOM AND EACH FACE REPAIR

1 1/2" = 1'-0"

SHADED AREA INDICATES APPROXIMATE EXTENT OF DAMAGED AREA, TYP

(E) CONC BEAM & REINF PER PLAN

(E) CHAMFER, TYP

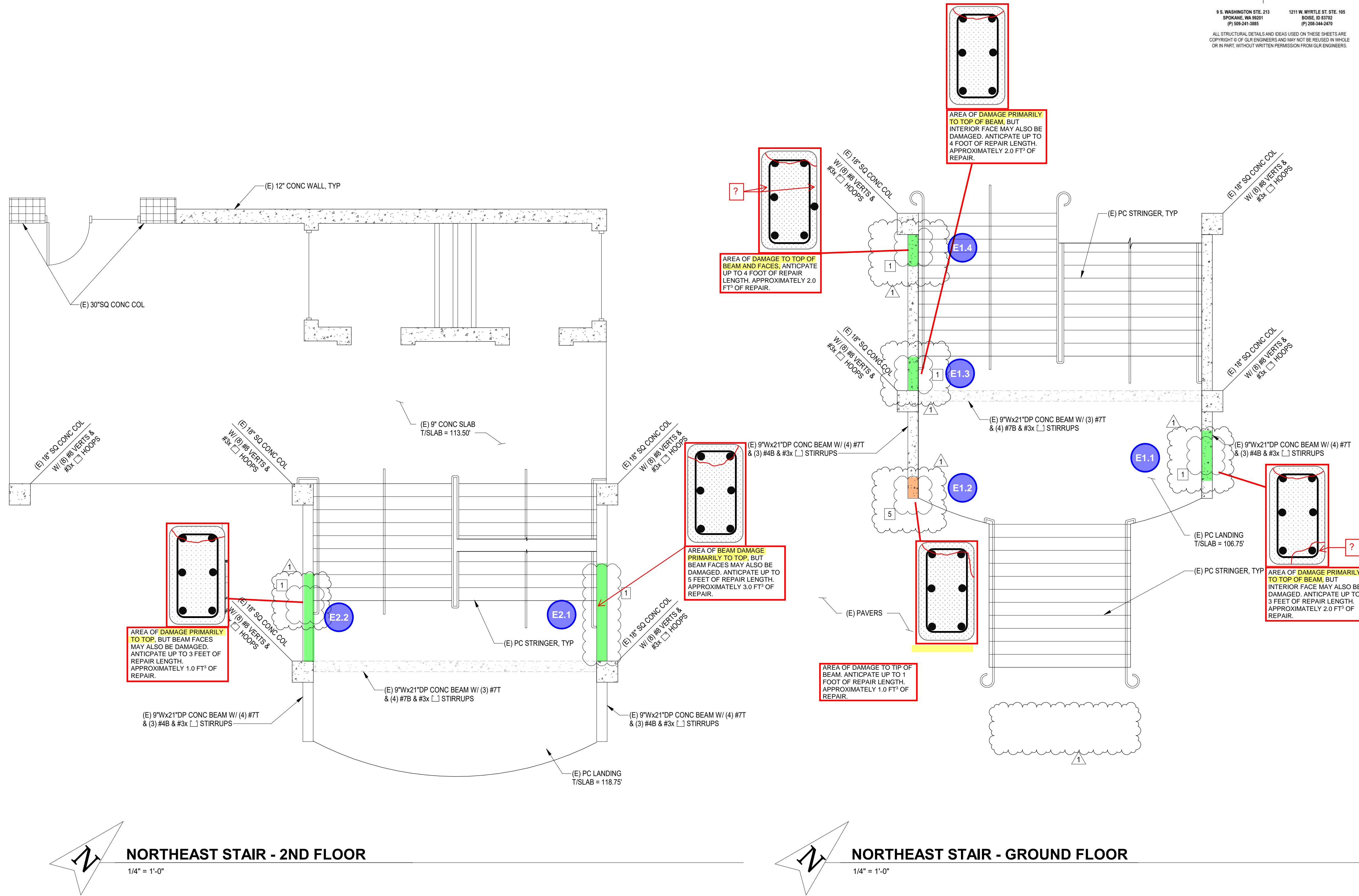
1'-9"

9"

8

CONDITION 1 - BEAM TOP REPAIR

1 1/2" = 1'-0"



CONCRETE SEQUENCING PROCEDURE:

Reference the current edition of the ACI/ICRI Concrete Repair Manual for supplemental guidance.

1.

The structural drawings identify several areas where damaged concrete has been discovered and requires structural repair. GLR's concrete repair recommendations have been developed in conjunction with Veritas Material Consulting and their report dated November 22, 2019 and supplemental repair details dated February 15, 2021. The contractor shall field verify the extent of the damaged areas by hammer tapping, visual observation and other non-destructive measures as required. Please notify GLR if additional locations are discovered that are not addressed within these drawings.

2.

Identify public access restricted areas per the Concrete Repair Requirement Schedule and provide the necessary barricades to keep the public out of the areas affected by the repair.

3.

Install temporary shoring as directed in the structural details on sheet S3.01 prior to any demolition work occurring.

4.

Remove all deteriorated, damaged and weak concrete in the concrete repair area until clean, sound concrete void of deleterious material is reached around the entire repair perimeter. Limit electric and pneumatic chipping hammers to 20 lbs of force per ACI/ICRI Concrete Repair Manual. GLR recommends exposing additional concrete beyond the damaged area until a minimum of 3" of clean reinforcement is exposed. Ensure that the repair area is not less than a 1" depth. Reference the concrete repair product application instructions for additional information and requirements. Ensure that all exposed steel reinforcement has been thoroughly cleaned and free of any concrete, dirt, oil, grease or other bond prohibiting material. All rust shall be removed by mechanical cleaning methods, including blast cleaning or other means of mechanical abrasion. Where corrosion has occurred, the steel should be high-pressure washed with clean water after mechanical cleaning has occurred. Alternate cleaning methods must be submitted to the design team and approved prior to acceptance. Contact GLR for further direction if existing reinforcement is experiencing diameter loss of 10% or more of the original bar size. Reference the concrete repair product application instructions for additional information and requirements.

6.

Install Sika FerroGard 670 discrete embedded galvanic anodes inside the concrete repair area. Follow the manufacturer's application instructions for guidance regarding placement and frequency.

7.

Provide Sika Armatec 110 corrosion inhibitor bonding primer and reinforcement corrosion protection on all exposed steel reinforcement per the manufacturer's guidelines. Remove all coating overspray from the adjacent concrete prior to the placement of the repair mortar.

8.

Place Sikacrete 211 SCC Plus repair mortar once the preceding preparations are complete and approved by the special inspector. Follow the manufacturer's application instructions for guidance regarding placement and curing requirements.

9.

Perform bond testing as required per the Concrete Repair Requirement Schedule. Coordinate with the special inspection agency and submit results to the design team for review and approval prior to the removal of the temporary shoring.

10.

Upon completion of the structural repairs, place joint sealant and elastomeric coatings on all floors and columns. Reference the architectural drawings for additional information.

CONCRETE REPAIR PLAN NOTES:

1.

GENERAL NOTES AND SPECIFICATIONS, STRUCTURAL DRAWING SHEET LIST, LEGEND AND ABBREVIATIONS PER S0.01.

2.

CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS. TISLAB = 'X' - 'X' INDICATES SLAB ELEVATION, FIELD VERIFY.

3.

CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY SHORING, REFERENCE THE CONCRETE REPAIR REQUIREMENT SCHEDULE ON THIS SHEET AND SHEET S3.01 FOR ADDITIONAL INFORMATION.

4.

CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING WATERPROOFING COATING AND JOINT REPAIR EXTENT AND DIRECTION.

5.

CONTRACTOR TO REFERENCE VERITAS MATERIAL CONSULTING REPORT FOR SUPPLEMENTAL DIRECTION AND QUANTITIES APPLICABLE TO THE WORK BEING PERFORMED.

6.

ADDITIONAL INFORMATION REGARDING REPAIR MATERIAL AND REPAIR SEQUENCING PROCEDURE IS LOCATED ON THIS SHEET.

Concrete Repair Requirement Schedule					
Condition No.	Detail No.	Temporary Shoring Required (2)	Public Access Restricted (3)	Bond Testing Required	Repair Location (1)
1	8/S3.01	N	N	N	Beam Top
2	12/S3.01	Y	Y	Y	Beam Top and Bottom
3	7/S3.01	N	N	N	Beam Face
4	11/S3.01	Y	Y	Y	Beam Top, Bottom, and Single Face
4 SIM	11/S3.01	N	N	N	Beam Top, Bottom, and Single Face
5	6/S3.01	Y	Y	Y	Beam Top, Bottom, and Each Face
6	10/S3.01	N	N	N	Column Corner
7	5/S3.01	N	N	N	Slab Delamination Repair
8	9/S3.01	N	N	N	Veneer Repair at Column - Top 15 Rows
9	-	N	N	N	Void Repair per note 5

Notes:

1. Additional direction regarding repair material and repair sequencing procedure is located on this sheet.

2. Temporary shoring requirements are outlined on sheet S3.01. The temporary shoring shall extend down to (2) levels directly below the level being repaired.

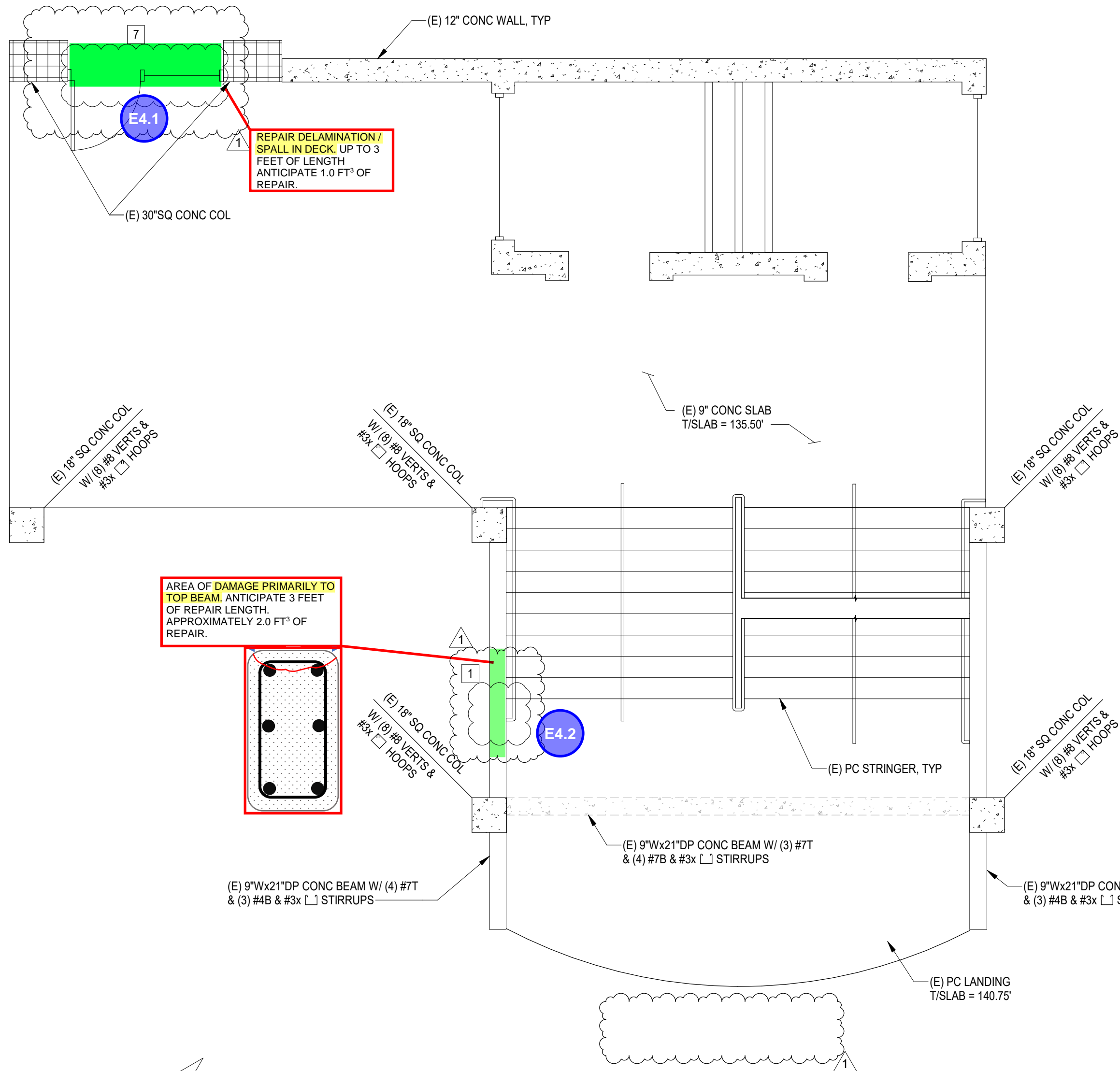
3. Public access to the level being repaired and the (2) levels directly below the level being repaired shall be restricted and appropriately blocked off to not allow access (3 levels total). Construction loading, including people and materials, shall not exceed 20 psf.

4. Reference structural general notes for additional information.

5. Clean void in precast landing by blast cleaning and place repair mortar per concrete sequencing procedure guideline.

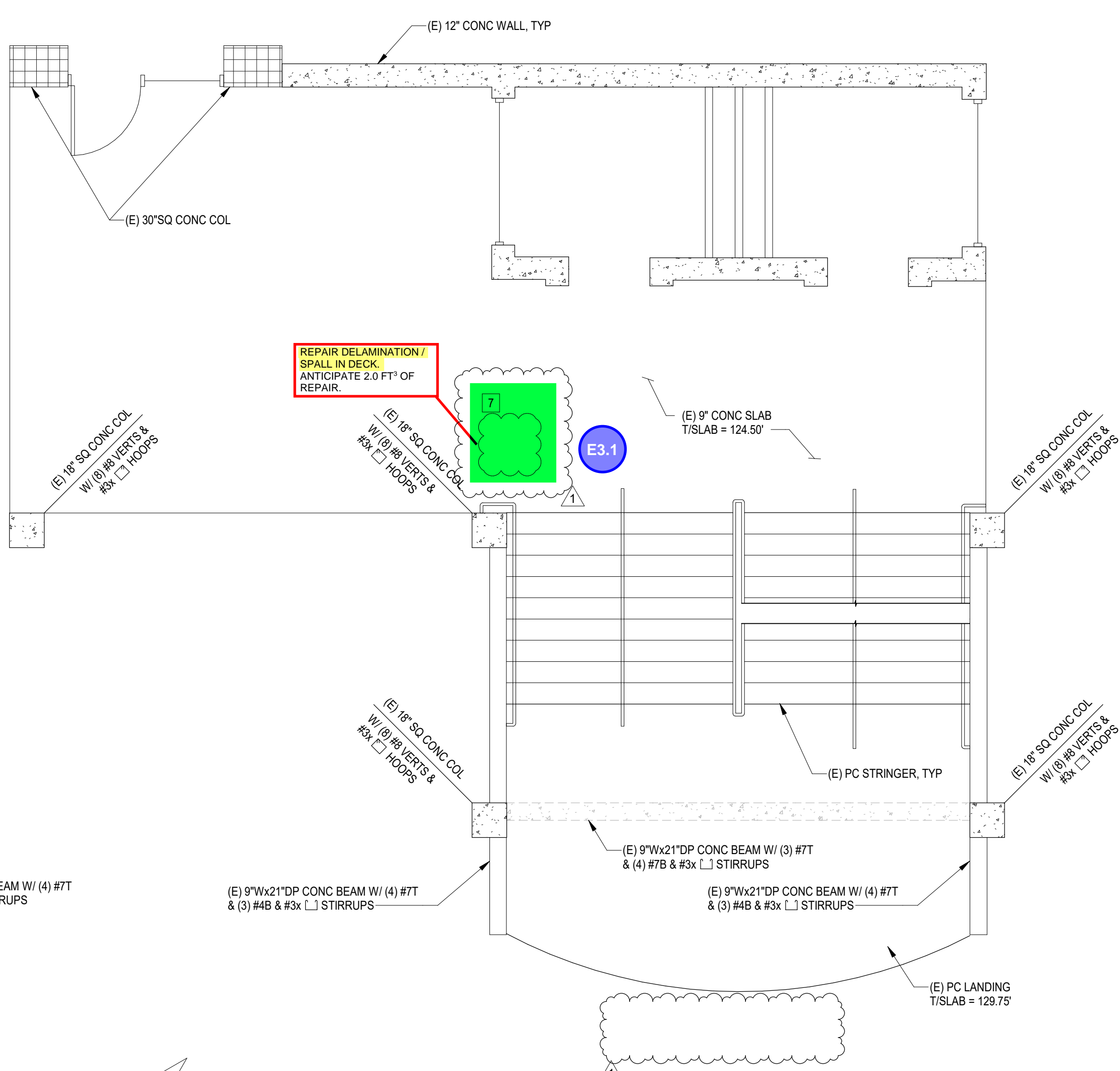
Issue Date:		10/21/2020	
Drawn By:		SRR	
Checked By:		JAG	
Revision ID	Chgd	Issue name	Date
1		CONDITION UPDATES	2/18/21

Revision ID	ChgID	Issue name	Date
1		CONDITION UPDATES	2/18/21



NORTHEAST STAIR - 4TH FLOOR

1/4" = 1'-0"



NORTHEAST STAIR - 3RD FLOOR

1/4" = 1'-0"

CONCRETE SEQUENCING PROCEDURE:

Reference the current edition of the ACI/ICRI Concrete Repair Manual for supplemental guidance.

- The structural drawings identify several areas where damaged concrete has been discovered and requires structural repair. GLR's concrete repair recommendations have been developed in conjunction with Veritas Material Consulting and their report dated November 22, 2019 and supplemental repair details dated February 15, 2021. The contractor shall field verify the extent of the damaged areas by hammer tapping, visual observation and other non-destructive measures as required. Please notify GLR if additional locations are discovered that are not addressed within these drawings.
- Identify public access restricted areas per the Concrete Repair Requirement Schedule and provide the necessary barricades to keep the public out of the areas affected by the repair.
- Install temporary shoring as directed in the structural details on sheet S3.01 prior to any demolition work occurring.
- Remove all deteriorated, damaged and weak concrete in the concrete repair area until clean, sound concrete void of deleterious material is reached around the entire repair perimeter. Limit electric and pneumatic chipping hammers to 20 lbs of force per ACI/ICRI Concrete Repair Manual. GLR recommends exposing additional concrete beyond the damaged area until a minimum of 3" of clean reinforcement is exposed. Ensure that the repair area is not less than a 1" depth. Reference the concrete repair product application instructions for additional information and requirements. Ensure that all exposed steel reinforcement has been thoroughly cleaned and free of any concrete, dirt, oil, grease or other bond prohibiting material. All rust shall be removed by mechanical cleaning methods, including blast cleaning or other means of mechanical abrasion. Where corrosion has occurred, the steel should be high-pressure washed with clean water after mechanical cleaning has occurred. Alternate cleaning methods must be submitted to the design team and approved prior to acceptance. Contact GLR for further direction if existing reinforcement is experiencing diameter loss of 10% or more of the original bar size. Reference the concrete repair product application instructions for additional information and requirements.
- Install Sika FerroGard 670 discrete embedded galvanic anodes inside the concrete repair area. Follow the manufacturer's application instructions for guidance regarding placement and frequency.
- Provide Sika Armatec 110 corrosion inhibitor bonding primer and reinforcement corrosion protection on all exposed steel reinforcement per the manufacturer's guidelines. Remove all coating overspray from the adjacent concrete prior to the placement of the repair mortar.
- Place Sikacrete 211 SCC Plus repair mortar once the preceding preparations are complete and approved by the special inspector. Follow the manufacturer's application instructions for guidance regarding placement and curing requirements.
- Perform bond testing as required per the Concrete Repair Requirement Schedule. Coordinate with the special inspection agency and submit results to the design team for review and approval prior to the removal of the temporary shoring.
- Upon completion of the structural repairs, place joint sealant and elastomeric coatings on all floors and columns. Reference the architectural drawings for additional information.

CONCRETE REPAIR PLAN NOTES:

- GENERAL NOTES AND SPECIFICATIONS, STRUCTURAL DRAWING SHEET LIST, LEGEND AND ABBREVIATIONS PER S0.01.
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS. T/SLAB = "X" - "X" INDICATES SLAB ELEVATION, FIELD VERIFY.
- CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY SHORING. REFERENCE THE CONCRETE REPAIR REQUIREMENT SCHEDULE ON THIS SHEET AND SHEET S3.01 FOR ADDITIONAL INFORMATION.
- CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING WATERPROOFING COATING AND JOINT REPAIR EXTENT AND DIRECTION.
- CONTRACTOR TO REFERENCE VERITAS MATERIAL CONSULTING REPORT FOR SUPPLEMENTAL DIRECTION AND QUANTITIES APPLICABLE TO THE WORK BEING PERFORMED.
- ADDITIONAL INFORMATION REGARDING REPAIR MATERIAL AND REPAIR SEQUENCING PROCEDURE IS LOCATED ON THIS SHEET.

Concrete Repair Requirement Schedule					
Condition No.	Detail No.	Temporary Shoring Required (2)	Public Access Restricted (3)	Bond Testing Required	Repair Location (1)
1	8/S3.01	N	N	N	Beam Top
2	12/S3.01	Y	Y	Y	Beam Top and Bottom
3	7/S3.01	N	N	N	Beam Face
4	11/S3.01	Y	Y	Y	Beam Top, Bottom, and Single Face
4 SIM	11/S3.01	N	N	N	Beam Top, Bottom, and Single Face
5	6/S3.01	Y	Y	Y	Beam Top, Bottom, and Each Face
6	10/S3.01	N	N	N	Column Corner
7	5/S3.01	N	N	N	Slab Delamination Repair
8	9/S3.01	N	N	N	Veneer Repair at Column - Top 15 Rows
9	-	N	N	N	Void Repair per note 5

- Notes:
- Additional direction regarding repair material and repair sequencing procedure is located on this sheet.
 - Temporary shoring requirements are outlined on sheet S3.01. The temporary shoring shall extend down for (2) levels directly below the level being repaired.
 - Public access to the level being repaired and the (2) levels directly below the level being repaired shall be restricted and appropriately blocked off to not allow access (3 levels total). Construction loading, including people and materials, shall not exceed 20 psf.
 - Reference structural general notes for additional information.
 - Clean void in precast landing by blast cleaning and place repair mortar per concrete sequencing procedure guideline.

SHADED AREA INDICATES
APPROXIMATE EXTENT
OF DAMAGED AREA, TYP

(E) CONC BEAM &
REINF PER PLAN

(E) CHAMFER, TYP

8

CONDITION 1 - BEAM TOP REPAIR

1 1/2" = 1'-0"

SHADED AREA INDICATES
APPROXIMATE EXTENT OF
DAMAGED AREA

T/ (E) SLAB
PER PLAN

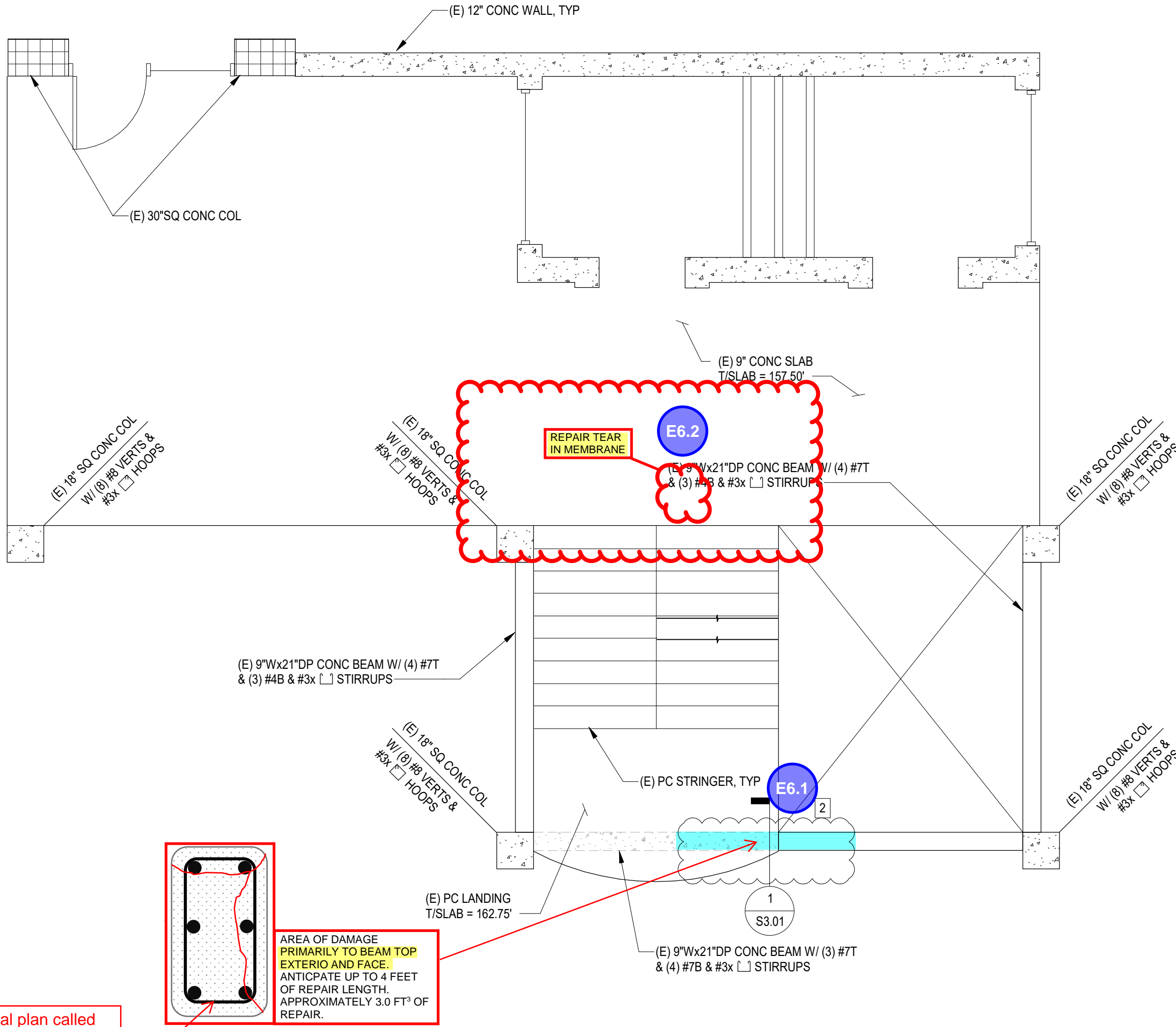
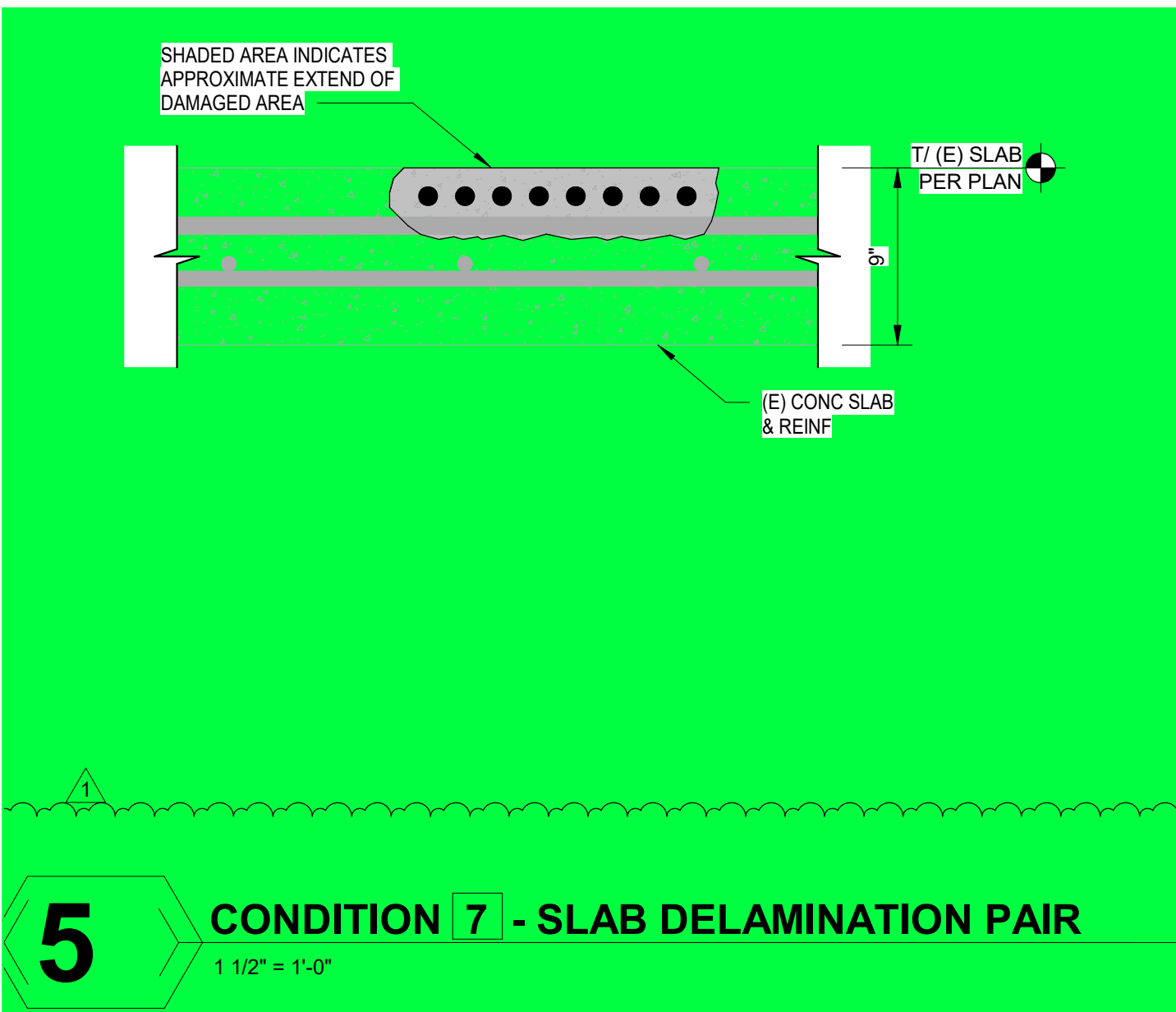
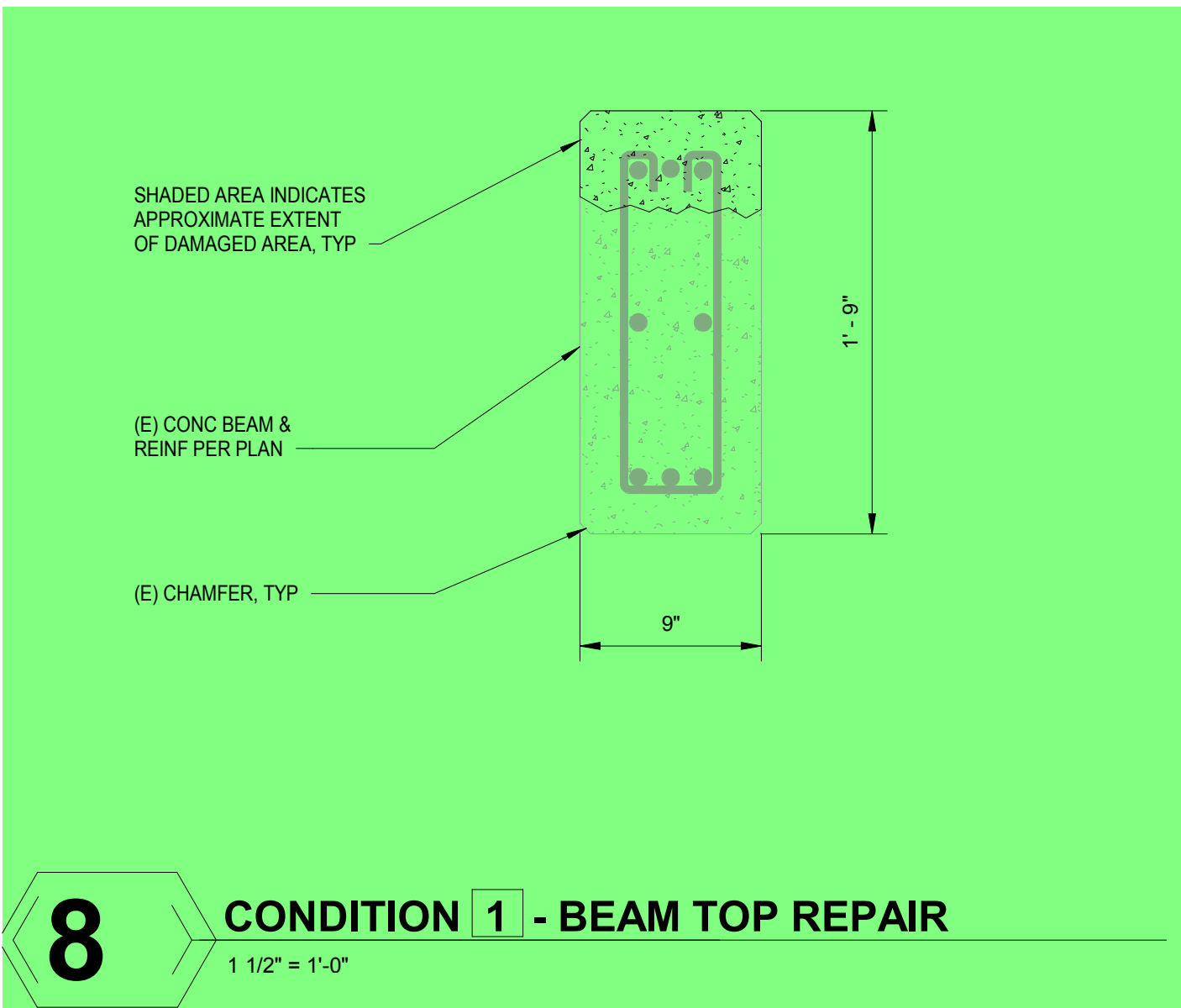
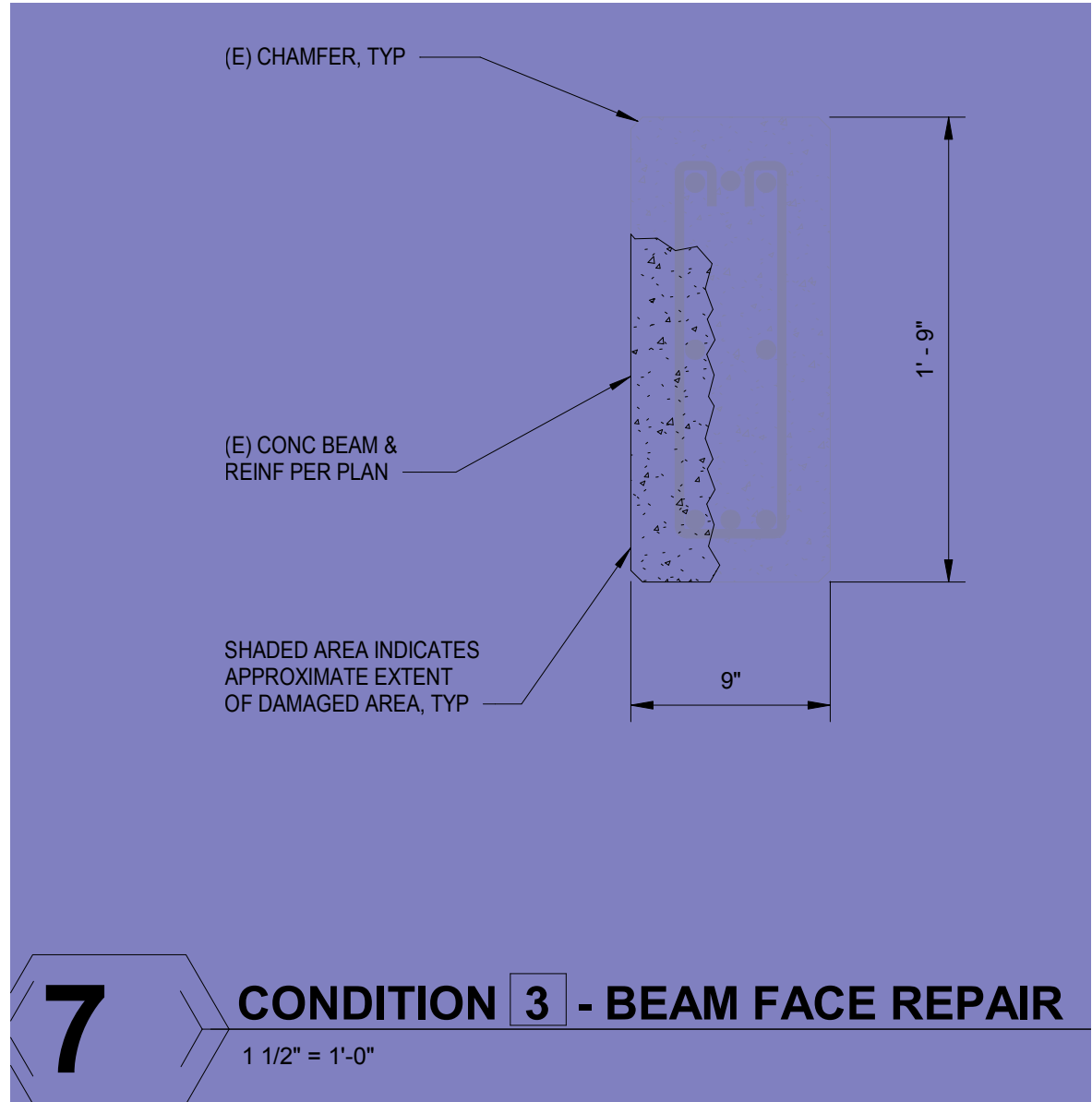
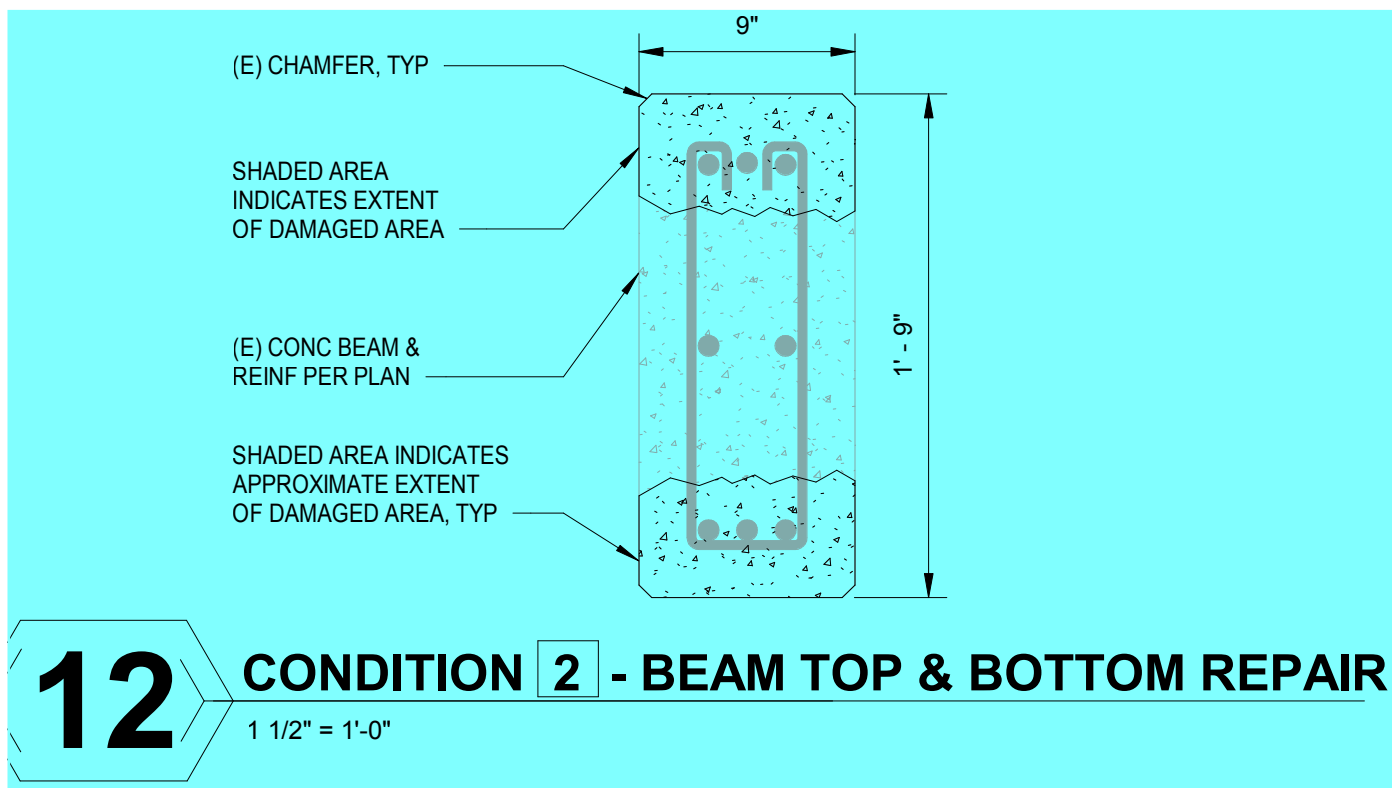
(E) CONC SLAB
& REINF

5

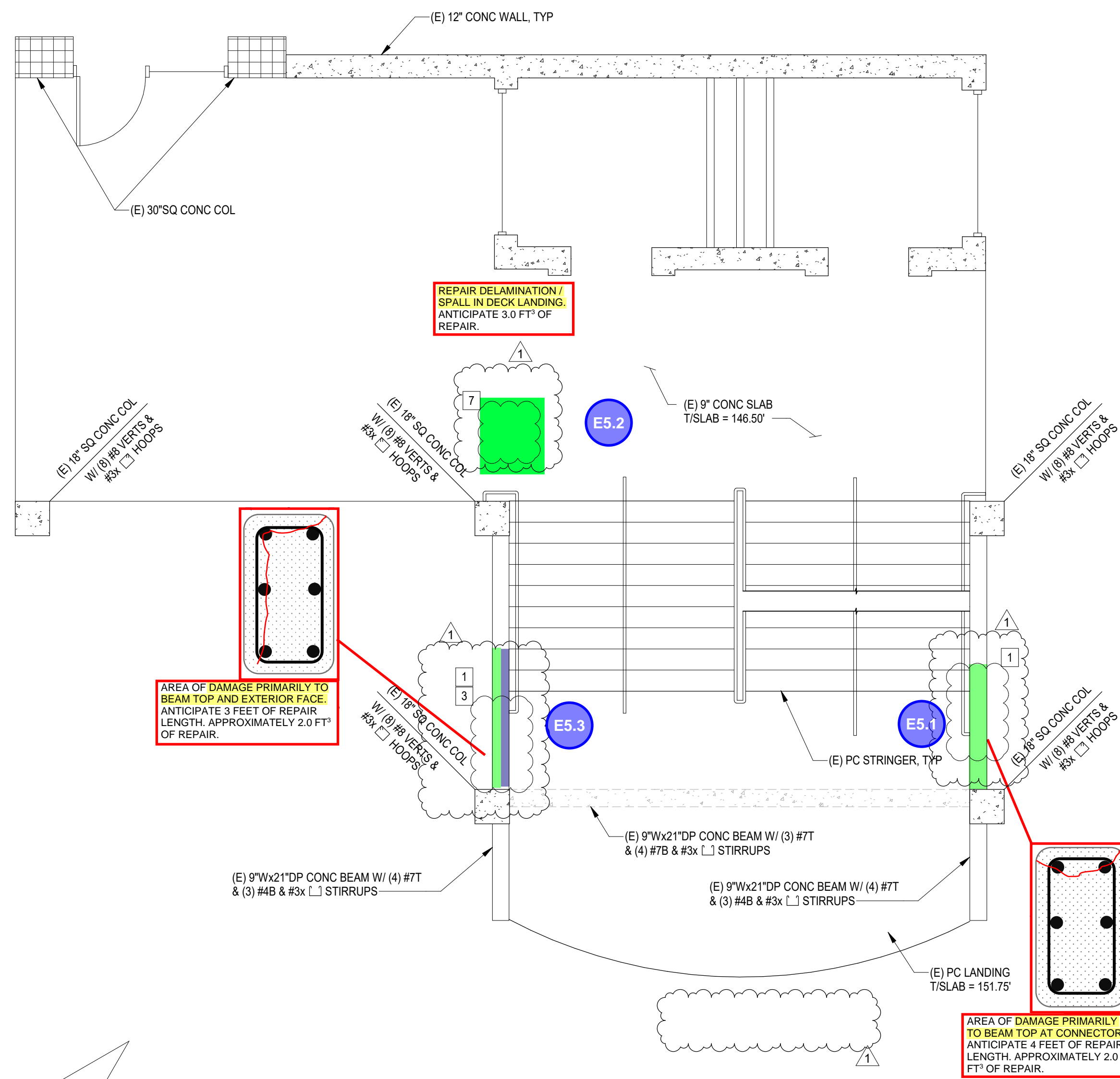
CONDITION 7 - SLAB DELAMINATION PAIR

1 1/2" = 1'-0"

Revision ID	Chgd	Issue name	Date
1		CONDITION UPDATES	2/18/21



Original plan called for bottom repair as well? What happened to that damage.



NORTHEAST STAIR - 6TH FLOOR
1/4" = 1'-0"

NORTHEAST STAIR - 5TH FLOOR
1/4" = 1'-0"

CONCRETE SEQUENCING PROCEDURE:

Reference the current edition of the ACI/ICRI Concrete Repair Manual for supplemental guidance.

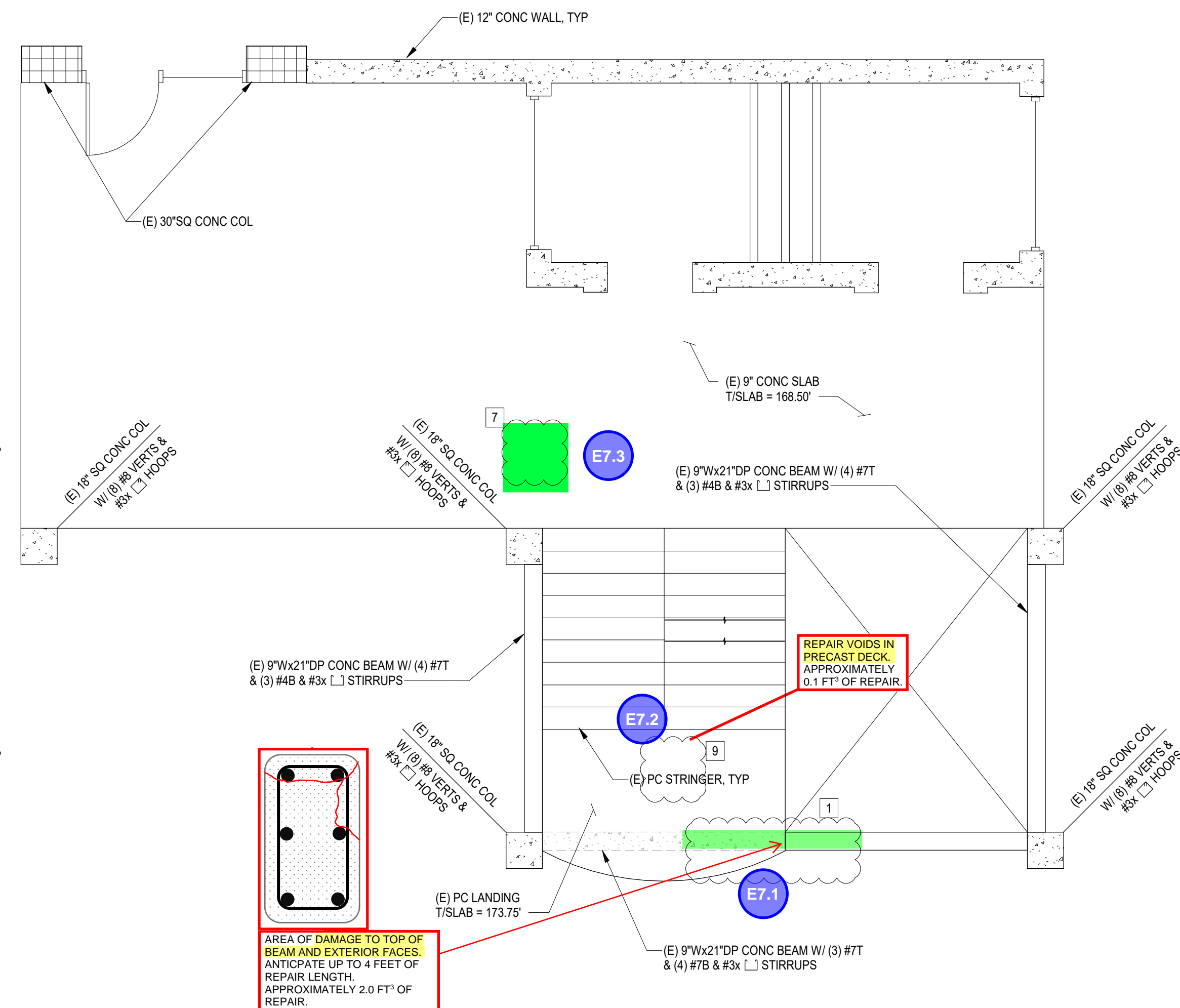
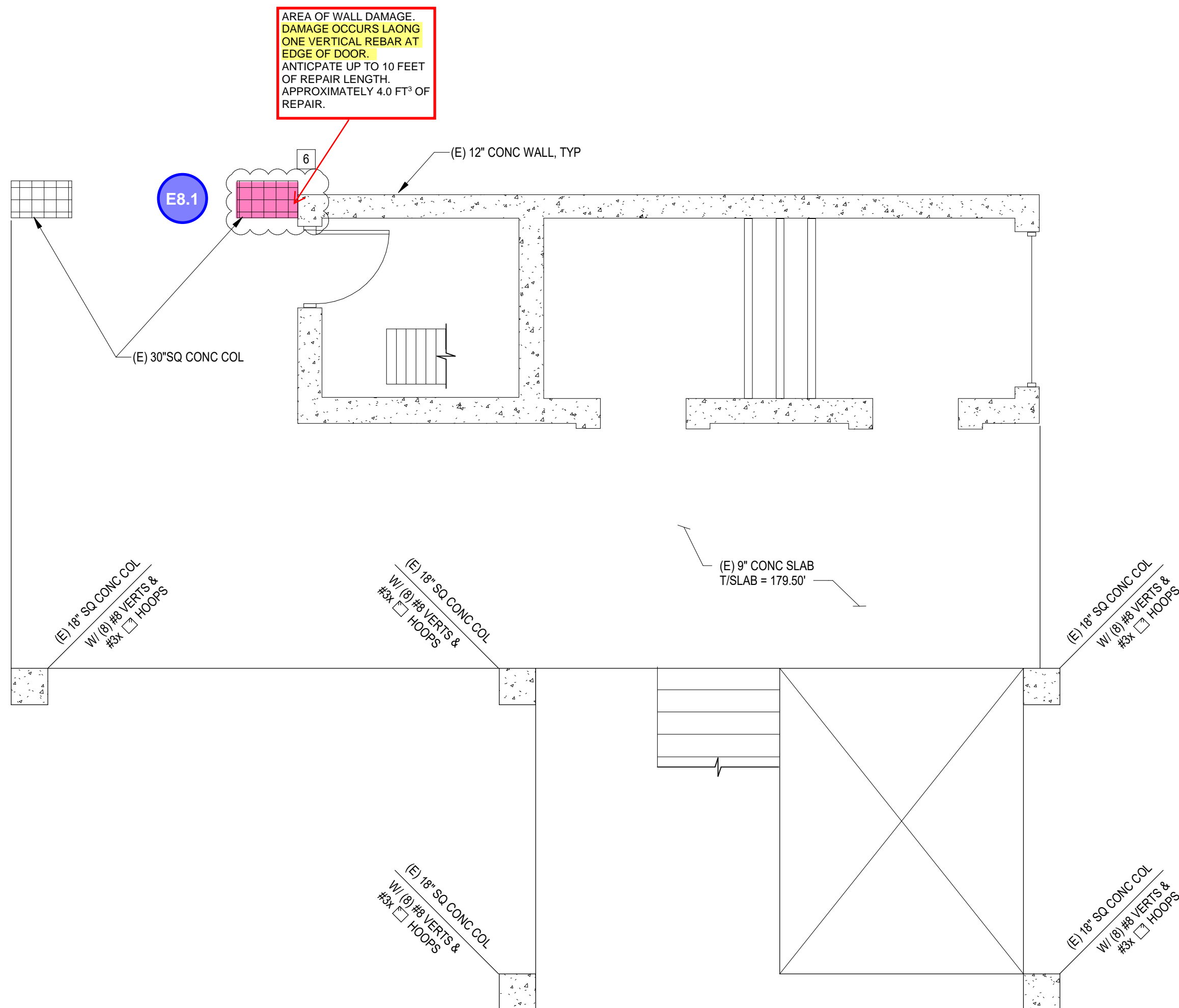
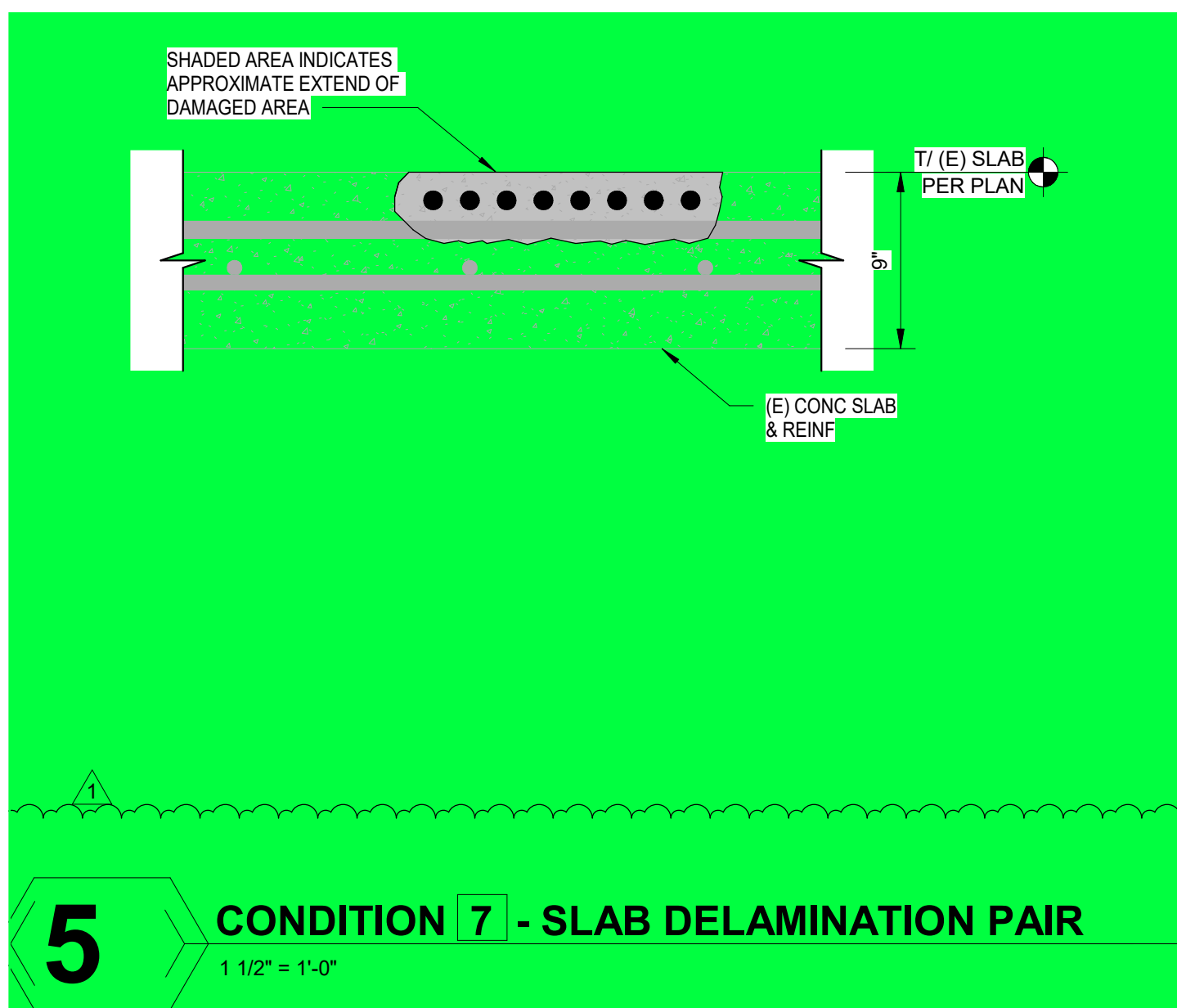
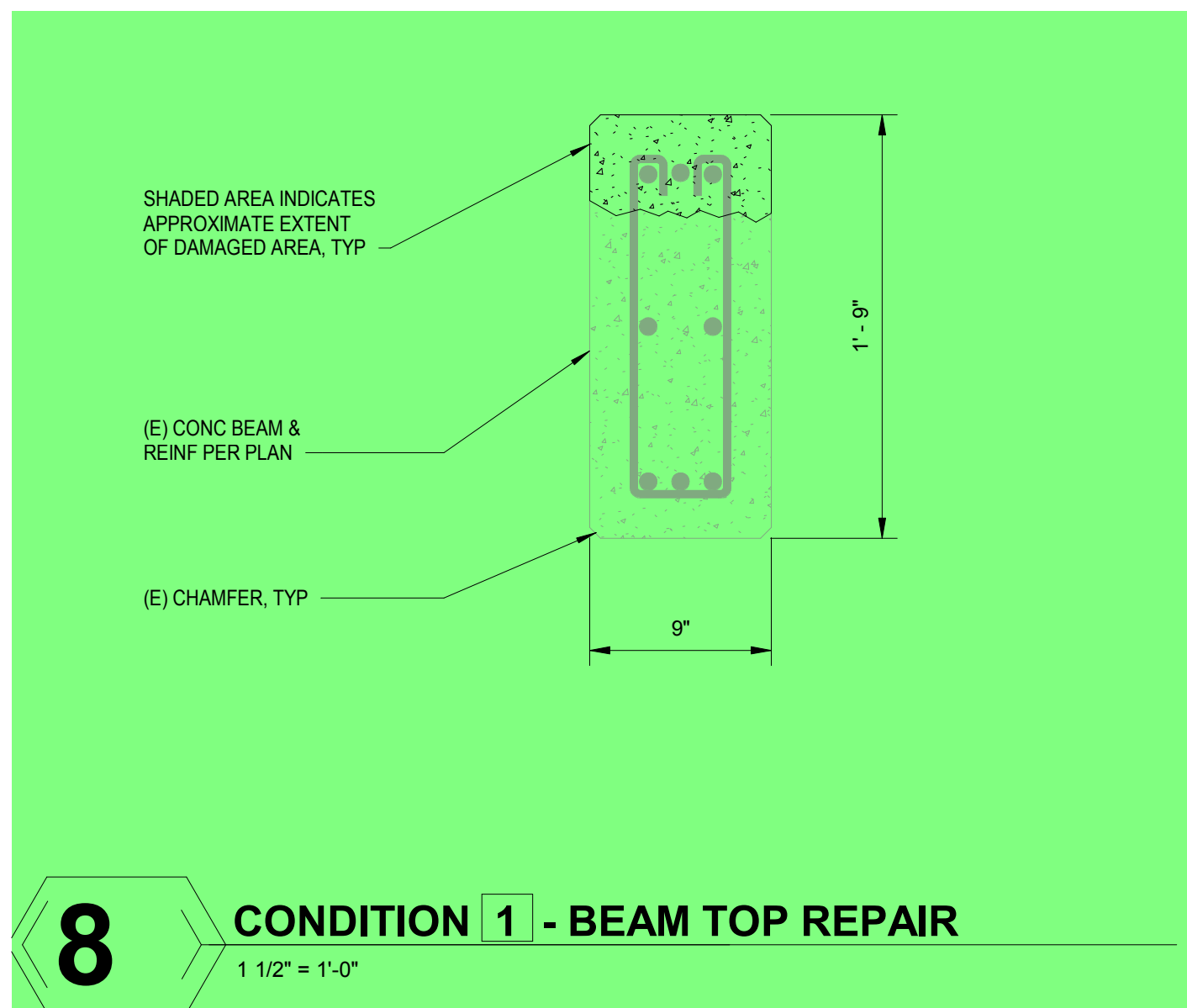
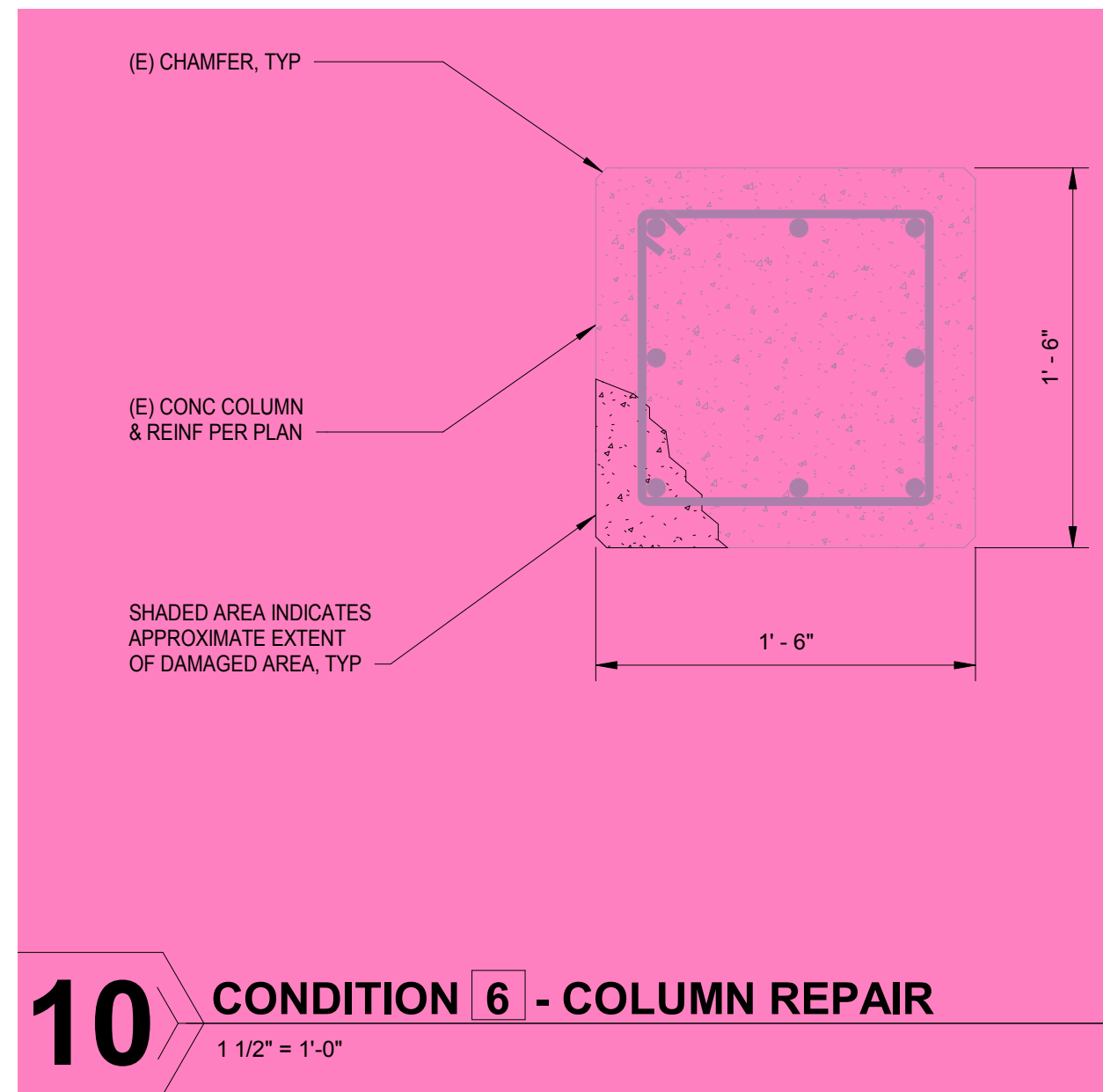
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- Identify public access restricted areas per the Concrete Repair Requirement Schedule and provide the necessary barricades to keep the public out of the areas affected by the repair.
- Install temporary shoring as directed in the structural details on sheet S3.01 prior to any demolition work occurring.
- Remove all deteriorated, damaged and weak concrete in the concrete repair area until clean, sound concrete void of deleterious material is reached around the entire repair perimeter. Limit electric and pneumatic chipping hammers to 20 lbs of force per ACI/ICRI Concrete Repair Manual. GLR recommends exposing additional concrete beyond the damaged area until a minimum of 3" of clean reinforcement is exposed. Ensure that the repair area is not less than a 1" depth. Reference the concrete repair product application instructions for additional information and requirements. Ensure that all exposed steel reinforcement has been thoroughly cleaned and free of any concrete, dirt, oil, grease or other bond prohibiting material. All rust shall be removed by mechanical cleaning methods, including blast cleaning or other means of mechanical abrasion. Where corrosion has occurred, the steel should be high-pressure washed with clean water after mechanical cleaning has occurred. Alternate cleaning methods must be submitted to the design team and approved prior to acceptance. Contact GLR for further direction if existing reinforcement is experiencing diameter loss of 10% or more of the original bar size. Reference the concrete repair product application instructions for additional information and requirements.
- Install Sika FerroGard 670 discrete embedded galvanic anodes inside the concrete repair area. Follow the manufacturer's application instructions for guidance regarding placement and frequency.
- Provide Sika Armatec 110 corrosion inhibitor bonding primer and reinforcement corrosion protection on all exposed steel reinforcement per the manufacturer's guidelines. Remove all coating overspray from the adjacent concrete prior to the placement of the repair mortar.
- Place Sikacrete 211 SCC Plus repair mortar once the preceding preparations are complete and approved by the special inspector. Follow the manufacturer's application instructions for guidance regarding placement and curing requirements.
- Perform bond testing as required per the Concrete Repair Requirement Schedule. Coordinate with the special inspection agency and submit results to the design team for review and approval prior to the removal of the temporary shoring.
- Upon completion of the structural repairs, place joint sealant and elastomeric coatings on all floors and columns. Reference the architectural drawings for additional information.

CONCRETE REPAIR PLAN NOTES:

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- CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY SHORING, REFERENCE THE CONCRETE REPAIR REQUIREMENT SCHEDULE ON THIS SHEET AND SHEET S3.01 FOR ADDITIONAL INFORMATION.
- CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING WATERPROOFING COATING AND JOINT REPAIR EXTENT AND DIRECTION.
- CONTRACTOR TO REFERENCE VERITAS MATERIAL CONSULTING REPORT FOR SUPPLEMENTAL DIRECTION AND QUANTITIES APPLICABLE TO THE WORK BEING PERFORMED.
- ADDITIONAL INFORMATION REGARDING REPAIR MATERIAL AND REPAIR SEQUENCING PROCEDURE IS LOCATED ON THIS SHEET.

Concrete Repair Requirement Schedule					
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3	7/S3.01	N	N	N	Beam Face
4	11/S3.01	Y	Y	Y	Beam Top, Bottom, and Single Face
4 SIM	11/S3.01	N	N	N	Beam Top, Bottom, and Single Face
5	6/S3.01	Y	Y	Y	Beam Top, Bottom, and Each Face
6	10/S3.01	N	N	N	Column Corner
7	5/S3.01	N	N	N	Slab Delamination Repair
8	9/S3.01	N	N	N	Veneer Repair at Column - Top 15 Rows
9	-	N	N	N	Void Repair per note 5

- Notes:
- Additional direction regarding repair material and repair sequencing procedure is located on this sheet.
 - Temporary shoring requirements are outlined on sheet S3.01. The temporary shoring shall extend down for (2) levels directly below the level being repaired.
 - Public access to the level being repaired and the (2) levels directly below the level being repaired shall be restricted and appropriately blocked off to not allow access (3 levels total). Construction loading, including people and materials, shall not exceed 20 psf.
 - Reference structural general notes for additional information.
 - Clean void in precast landing by blast cleaning and place repair mortar per concrete sequencing procedure guideline.



CONCRETE SEQUENCING PROCEDURE:

Reference the current edition of the ACI/ICRI Concrete Repair Manual for supplemental guidance.

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2. Identify public access restricted areas per the Concrete Repair Requirement Schedule and provide the necessary barricades to keep the public out of the areas affected by the repair.
3. Install temporary shoring as directed in the structural details on sheet S3.01 prior to any demolition work occurring.
4. Remove all deteriorated, damaged and weak concrete in the concrete repair area until clean, sound concrete is exposed. Material is removed until the entire repair area is repaired. Limit electric and pneumatic chipping hammers to 200 lbs of force per ACI/CRCI Concrete Repair Manual. GLR recommends exposing additional concrete beyond the damaged area until a minimum of 3" of clean reinforcement is exposed. Ensure that the repair area is not less than a 1" depth. Reference the concrete repair product application instructions for additional information and requirements.
5. Ensure that all exposed steel reinforcement has been thoroughly cleaned and free of any concrete, dirt, oil, grease or other substances prohibiting proper bonding. Steel shall be removed by mechanical cleaning methods, including blast cleaning or other means of mechanical abrasion. Where corrosion has occurred, the steel should be high-pressure washed with clean water after mechanical cleaning has occurred. Alternate cleaning methods must be submitted to the design team and approved prior to acceptance. Contact GLR for further direction if existing reinforcement is experiencing diameter loss of 10% or more of the original bar size. Reference the concrete repair product application instructions for additional information and requirements.
6. Install Sika FerroGard 670 discrete embedded galvanic anodes inside the concrete repair area. Follow the manufacturer's application instructions for guidance regarding placement and frequency.
7. Provide Sika Amatec 110 corrosion inhibitor bonding primer and reinforcement corrosion protection on all exposed steel reinforcement per the manufacturer's guidelines. Remove all coating overspray from the adjacent concrete prior to the placement of the repair material.
8. Place SikaSealcrete 211 SOC Plus repair mortar once the preceding preparations are complete and approved by the special inspector. Follow the manufacturer's application instructions for guidance regarding placement and curing requirements.
9. Perform bond testing as required per the Concrete Repair Requirement Schedule. Coordinate with the special inspection agency and submit results to the design team for review and approval prior to the removal of the temporary shoring.
10. Upon completion of the structural repairs, place joint sealant and elastomeric coatings on all floors and columns. Reference the architectural drawings for additional information.

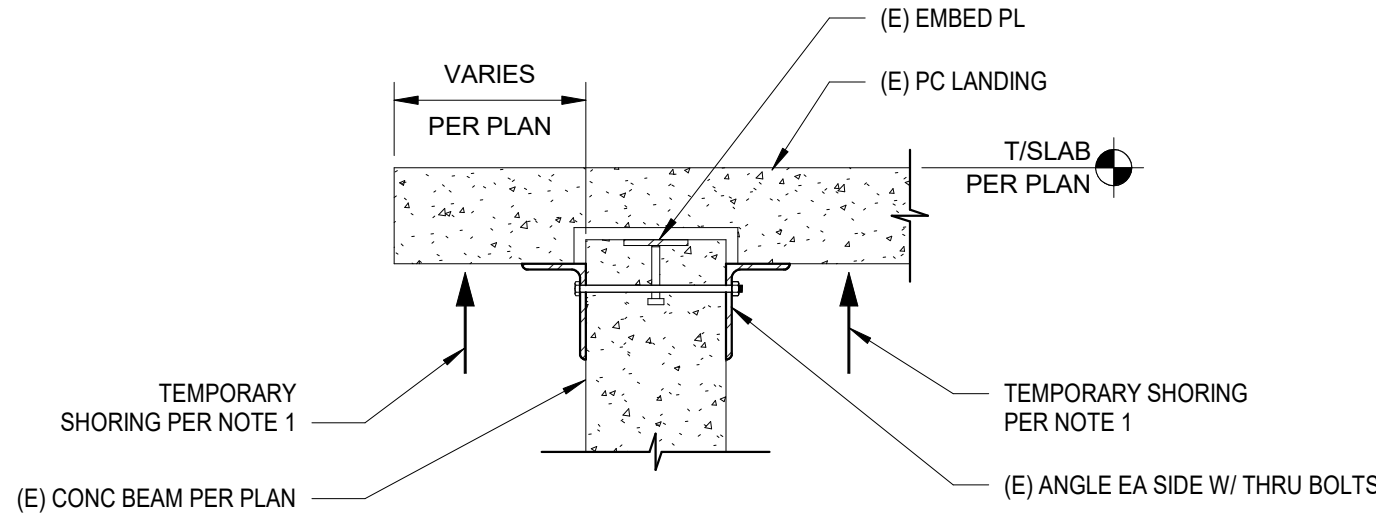
CONCRETE REPAIR PLAN NOTES:

1. GENERAL NOTES AND SPECIFICATIONS, STRUCTURAL DRAWING SHEET LIST, LEGEND AND ABBREVIATIONS PER S.O.01.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS. T/SLAB = "X" - "X" INDICATES SLAB ELEVATION. FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS.
3. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY SHORING. REFERENCE THE CONCRETE REPAIR REQUIREMENT SCHEDULE ON THIS SHEET AND SHEET S3.01 FOR ADDITIONAL INFORMATION.
4. CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING WATERPROOFING COATING AND JOINT REPAIR EXTENT AND DIRECTION.
5. CONTRACTOR TO REFERENCE VERITAS MATERIAL CONSULTING REPORT FOR SUPPLEMENTAL INFORMATION AND QUALITIES APPLICABLE TO THE WORK BEING PERFORMED.
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Concrete Repair Requirement Schedule					
Condition No.	Detail No.	Temporary Shoring Required (2)	Public Access Restricted (3)	Bond Testing Required	Repair Location (1)
1	8/S3.01	N	N	N	Beam Top
2	12/S3.01	Y	Y	Y	Beam Top and Bottom
3	7/S3.01	N	N	N	Beam Face
4	11/S3.01	Y	Y	Y	Beam Top, Bottom, and Single Face
4 SIM	11/S3.01	N	N	N	Beam Top, Bottom, and Single Face
5	6/S3.01	Y	Y	Y	Beam Top, Bottom, and Each Face
6	10/S3.01	N	N	N	Column Corner
7	5/S3.01	N	N	N	Slab Delamination Repair
8	9/S3.01	N	N	N	Veneer Repair at Column - Top 15 Rows
9	-	N	N	N	Void Repair per note 5

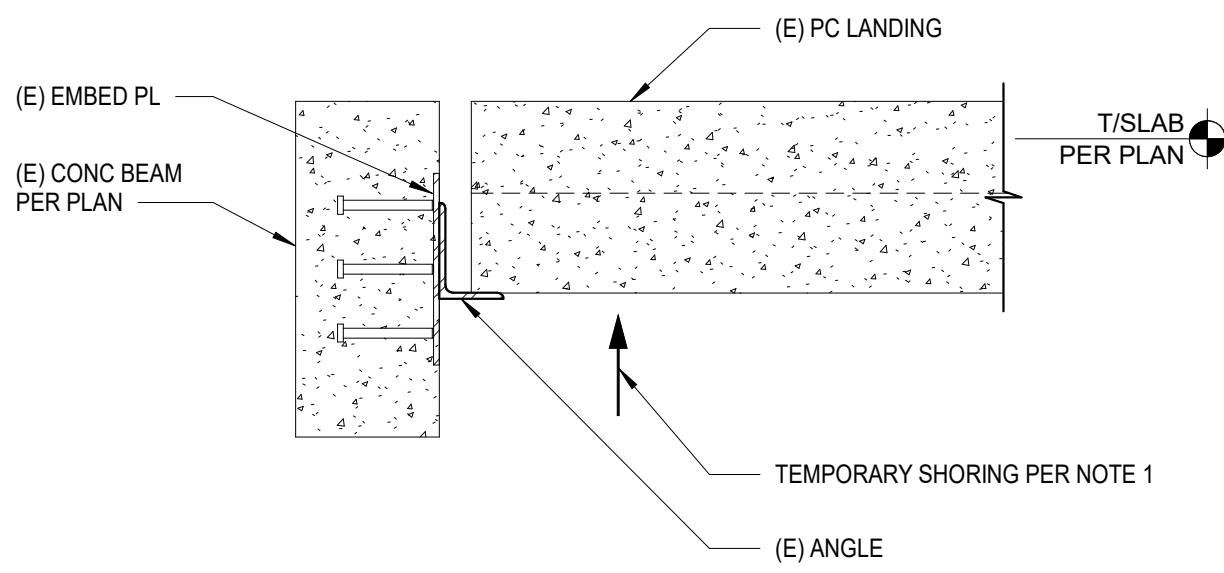
Notes

1. Additional direction regarding repair material and repair sequencing procedure is located on this sheet.
2. Temporary shoring requirements are outlined on sheet S3.01. The temporary shoring shall extend down for (2) levels directly below the level being repaired.
3. Public access to the level being repaired and the (2) levels directly below the level being repaired shall be restricted and appropriately blocked off to not allow access (3 levels total). Construction loading, including people and materials, shall not exceed 20 psf.
4. Reference structural general notes for additional information.
5. Clean void in precast landing by blast cleaning and place repair mortar per concrete sequencing procedure guideline.



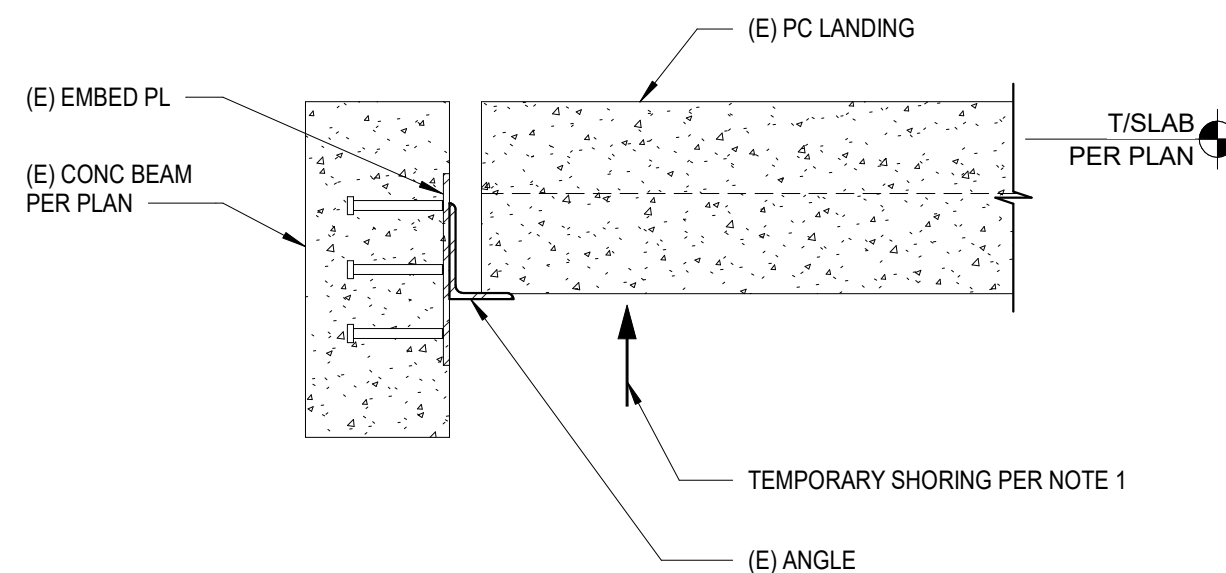
- NOTES:
1. CONTRACTOR TO PROVIDE TEMPORARY SHORING TO SUPPORT THE FOLLOWING LOADS:
 - DL = 650 PLF
 - LL = 150 PLF
 2. REINFORCING NOT SHOWN FOR CLARITY.
 3. REFERENCE DETAILS BELOW FOR CONCRETE REPAIR REQUIREMENTS.

1 **CONDITION 2 - TEMPORARY SHORING AT LANDING OVERHANG**
1" = 1'-0"



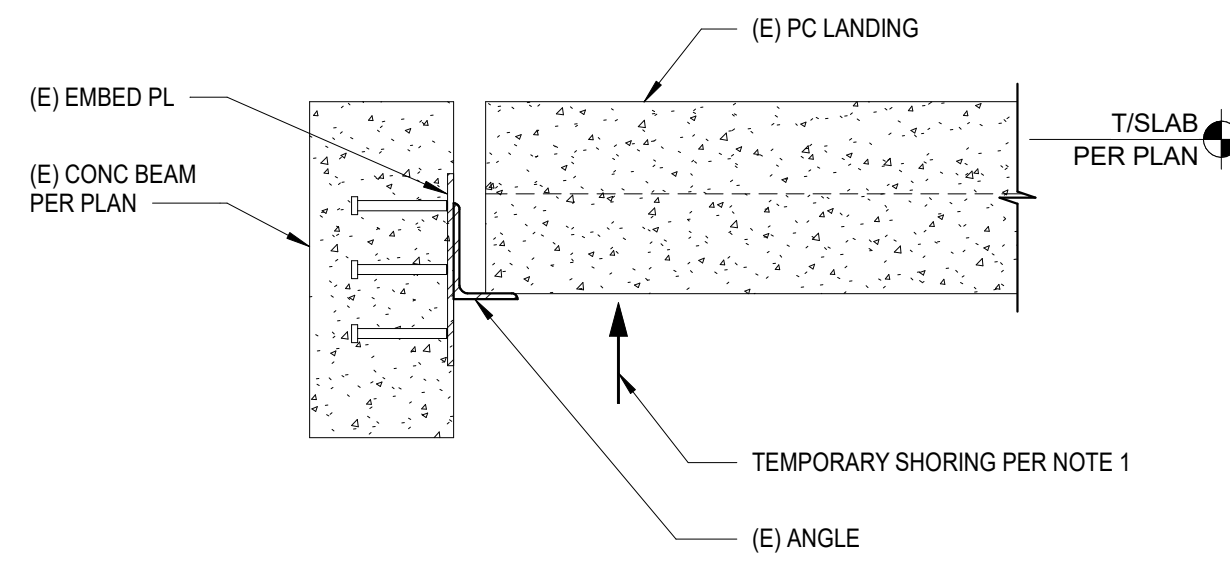
- NOTES:
1. CONTRACTOR TO PROVIDE TEMPORARY SHORING TO SUPPORT THE FOLLOWING LOADS:
 - DL = 5,000# PLF
 - LL = 1,000# PLF
 2. REINFORCING NOT SHOWN FOR CLARITY.
 3. REFERENCE DETAILS BELOW FOR CONCRETE REPAIR REQUIREMENTS.

2 **CONDITION 4 - TEMPORARY SHORING AT LANDING OVERHANG**
1" = 1'-0"



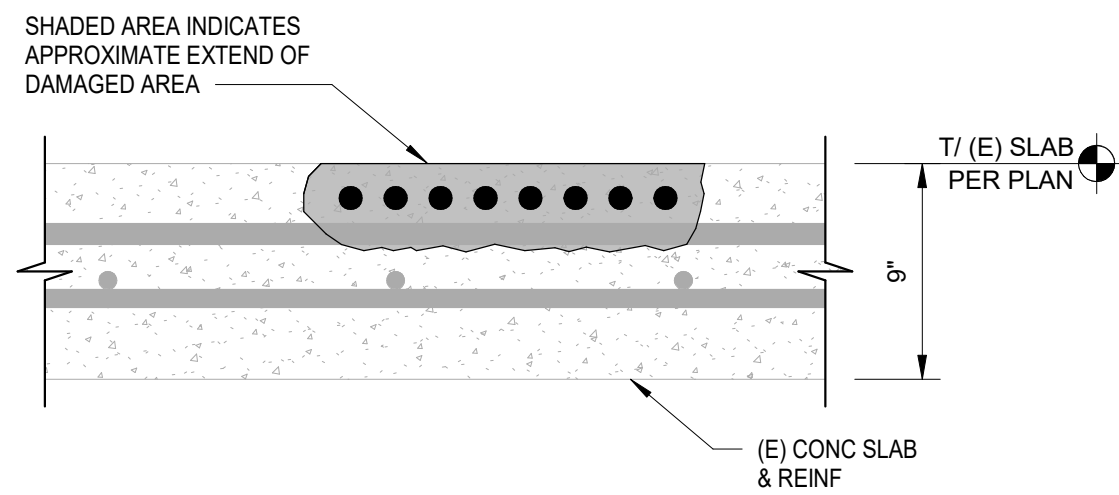
- NOTES:
1. CONTRACTOR TO PROVIDE TEMPORARY SHORING TO SUPPORT THE FOLLOWING LOADS:
 - DL = 6,500#
 - LL = 1,500#
 2. REINFORCING NOT SHOWN FOR CLARITY.
 3. REFERENCE DETAILS BELOW FOR CONCRETE REPAIR REQUIREMENTS.

3 **CONDITION 4 - TEMPORARY SHORING AT STRINGER BASE**
1" = 1'-0"

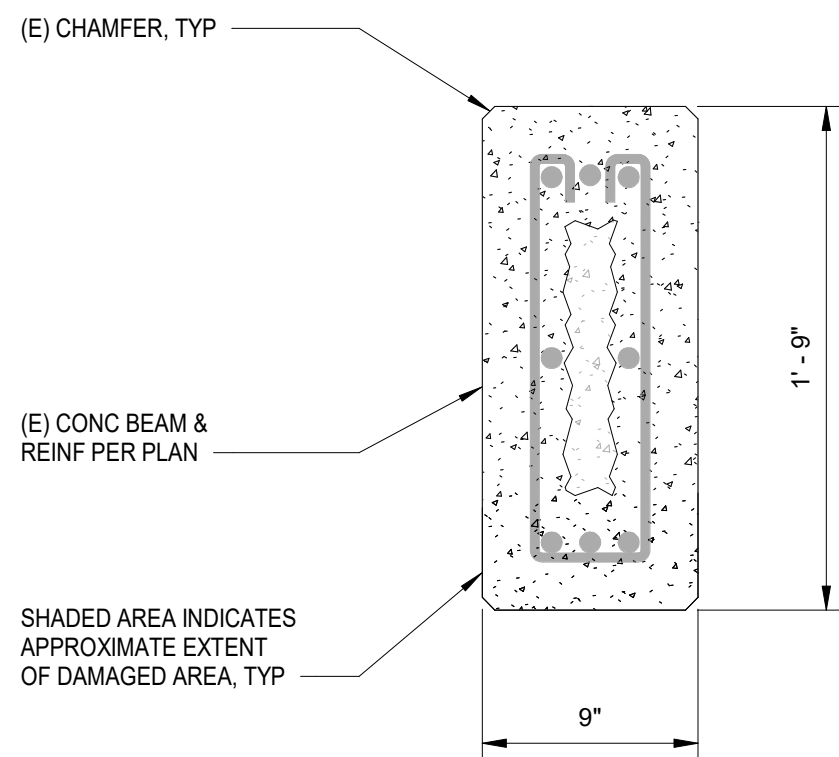


- NOTES:
1. CONTRACTOR TO PROVIDE TEMPORARY SHORING TO SUPPORT THE FOLLOWING LOADS:
 - DL = 8,000#
 - LL = 2,000#
 2. REINFORCING NOT SHOWN FOR CLARITY.
 3. REFERENCE DETAILS BELOW FOR CONCRETE REPAIR REQUIREMENTS.

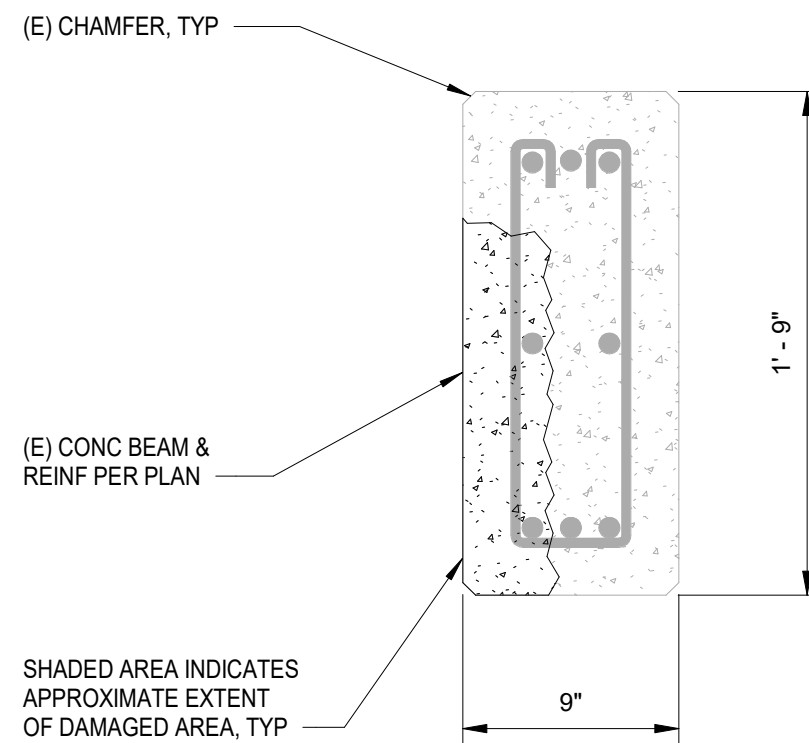
4 **CONDITION 5 TEMPORARY SHORING**
1" = 1'-0"



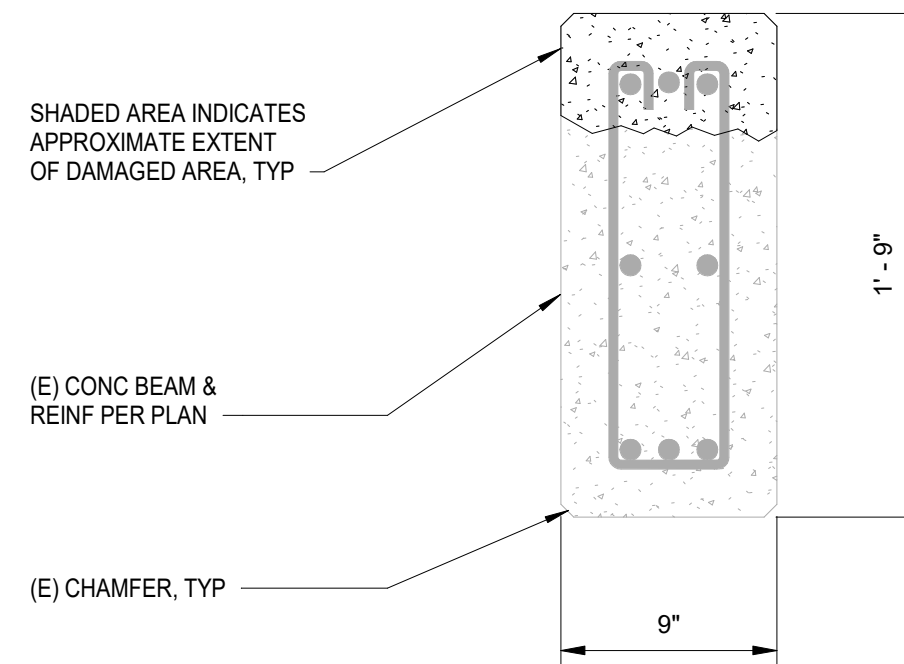
5 **CONDITION 7 - SLAB DELAMINATION PAIR**
1 1/2" = 1'-0"



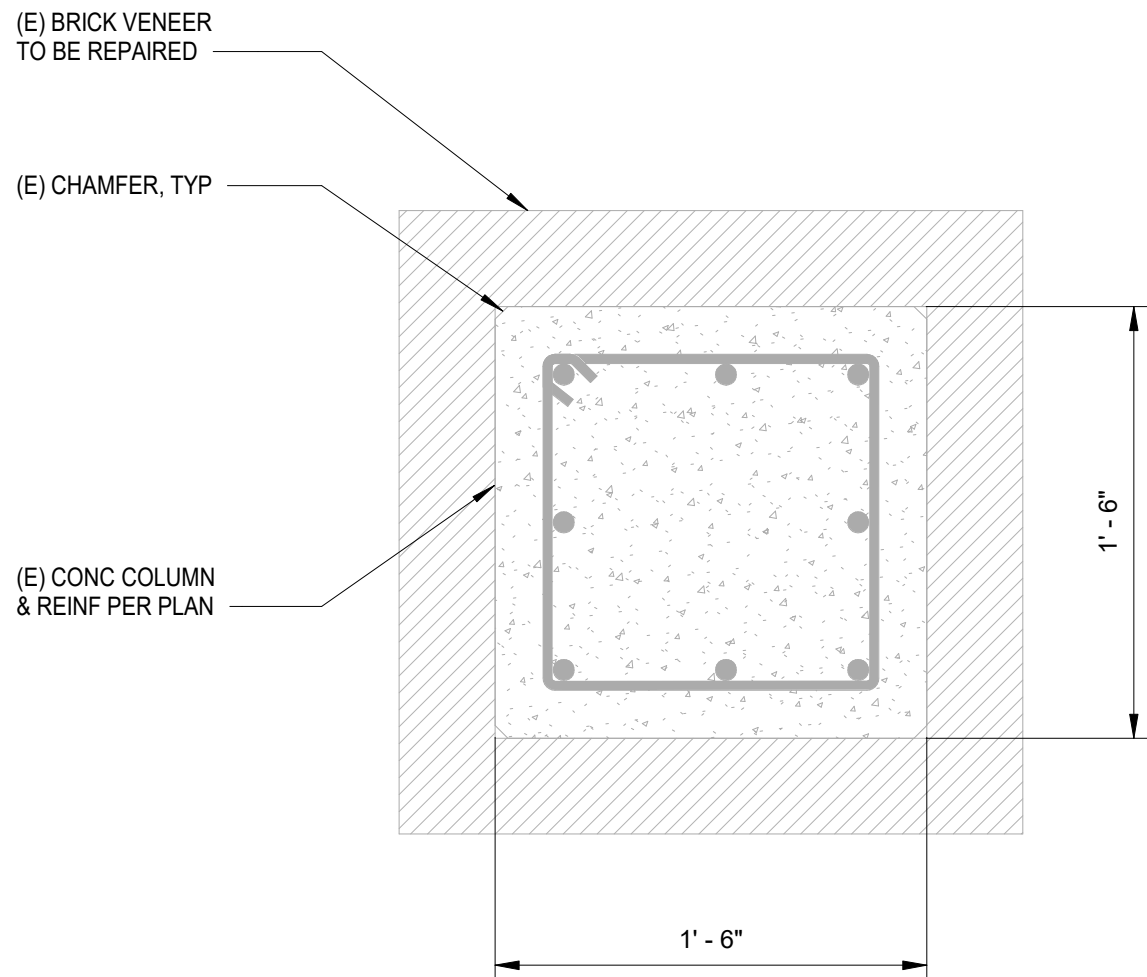
6 **CONDITION 5 - BEAM TOP, BOTTOM AND EACH FACE REPAIR**
1 1/2" = 1'-0"



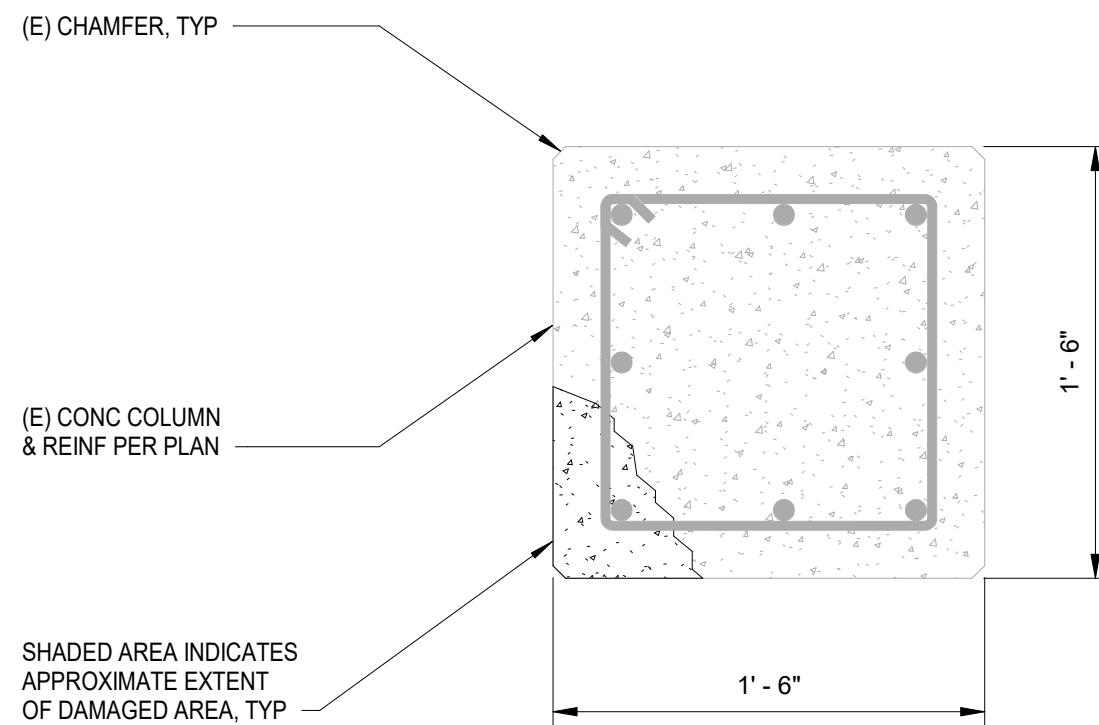
7 **CONDITION 3 - BEAM FACE REPAIR**
1 1/2" = 1'-0"



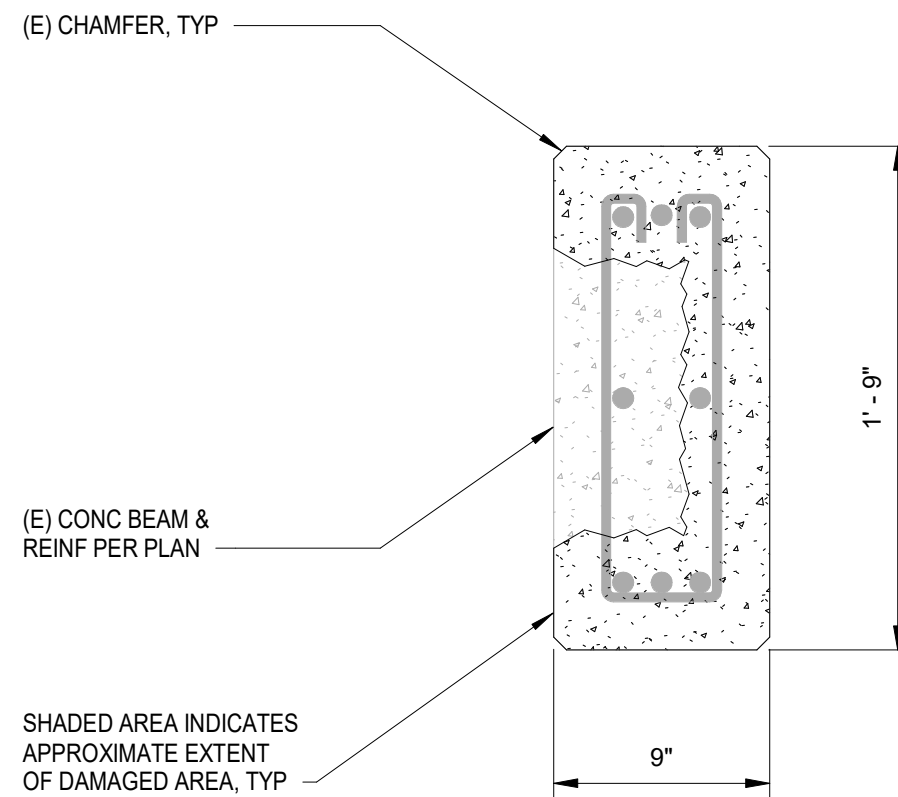
8 **CONDITION 1 - BEAM TOP REPAIR**
1 1/2" = 1'-0"



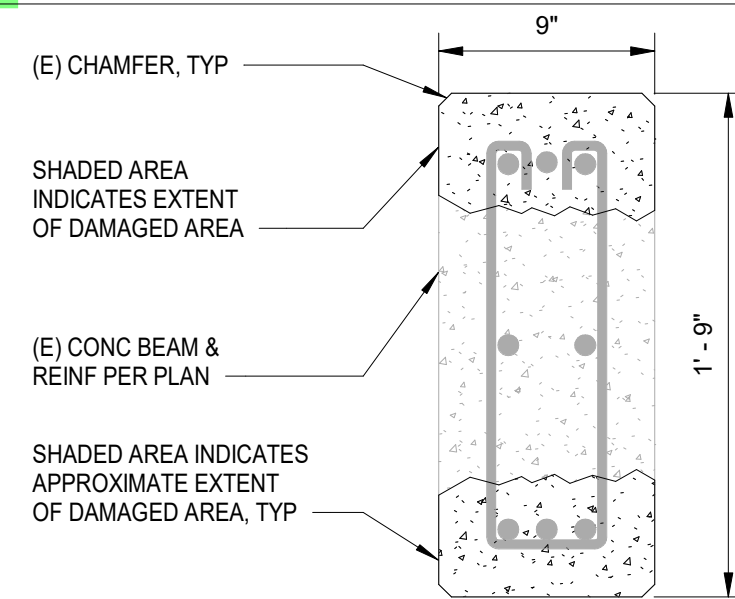
9 **CONDITION 8 - VENEER REPAIR AT COLUMN**
1 1/2" = 1'-0"



10 **CONDITION 6 - COLUMN REPAIR**
1 1/2" = 1'-0"



11 **CONDITION 4 - BEAM TOP, BOTTOM AND SINGLE FACE REPAIR**
1 1/2" = 1'-0"



12 **CONDITION 2 - BEAM TOP & BOTTOM REPAIR**
1 1/2" = 1'-0"

Revision ID	Chgd	Issue name	Date
1		CONDITION UPDATES	2/18/21



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AGENDA BILL

Agenda Subject: 1715 W Idaho Street Housing Infill Development Project, Agreement to Negotiate Exclusively		Date: March 8, 2021
Staff Contact: Brady Shinn, Project Manager	Attachments: 1) Resolution #1699 2) Agreement to Negotiate Exclusively	
Action: Adopt Resolution No. 1699 to authorize the Agency Executive Director to execute the Agreement to Negotiate Exclusively with 17 th and Idaho Development, LLC.		

Background:

1715 W. Idaho Street represents an opportunity to redevelop a vacant, underutilized property into residences at a time when many of the City's residents face significant housing pressures. The real property addressed as 1715 W. Idaho Street was purchased by the Agency on July 1, 2020. A Request for Qualifications/Proposals (RFQ-P) was issued to the public on October 19, 2020 seeking redevelopment plans for the site. The RFQ-P received three proposals by the December 18, 2020 submission deadline. The Agency Board interviewed the three development teams on January 11, 2021 and deliberated the proposed projects on January 28, 2021. On February 8, 2021, the Board of Commissioners approved Resolution 1695 selecting the proposal led by SMR Development LLC as the best qualified proposer for development of the site. Resolution 1695 also directed Agency staff to finalize an Agreement to Negotiate Exclusively (ANE) with that development team.

Agreement to Negotiate Exclusively:

The development team of SMR Development LLC with deChase Miksis and Edlen & Co. have properly created an Idaho limited liability company, registered as "17th and Idaho Development LLC" with the Idaho Secretary of State, to be the legal entity for the development team in the development of the Site.

Agency staff has finalized an Agreement to Negotiate Exclusively ("ANE") with 17th and Idaho Development, LLC. The finalized and complete ANE and its exhibits are attached to this Agenda Bill.

During the ANE negotiation, terms were added to address Developer obtaining site control. Per the ANE, Developer is seeking to control the properties addressed as 1719 W. Idaho and 1707 W. Idaho. Due to code requirements, it is necessary that Developer acquires both of those non-Agency parcels in order to build the 45 units contemplated for this Project. In the event Developer is unable to provide signed Purchase and Sale Agreements for the two properties by April 16, work toward a Disposition and Development Agreement (DDA) will stop until the Agency Board is able to review the status and possibly amend or terminate the ANE.

Upon execution of the ANE, Agency and Developer will begin negotiating a Development and Disposition Agreement (DDA), which includes completing site control of Developer parcels, finalizing the project's Design Development Plan and conducting a ReUse Appraisal. The ANE provides 180 days to complete the DDA and ReUse Appraisal prior to submitting for the Board approval.

Fiscal Notes:

Finalizing and executing the Agreement to Negotiate Exclusively involved Agency staff time and legal counsel review.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution No. 1699.

Suggested Motion:

Adopt Resolution No. 1699 authorizing the Executive Director to execute the Agreement to Negotiate Exclusively with 17th and Idaho Development, LLC.

Attachment #1 – Resolution #1699

RESOLUTION NO. 1699

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 AGREEMENT TO NEGOTIATE EXCLUSIVELY WITH 17TH AND IDAHO DEVELOPMENT LLC, FOR THE 1715 WEST IDAHO STREET HOUSING INFILL DEVELOPMENT PROJECT; DIRECTING AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT TO NEGOTIATE EXCLUSIVELY AND TAKE ALL NECESSARY STEPS IN ACCORDANCE WITH THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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 order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Agency's boundaries; and,

WHEREAS, Agency owns certain real property addressed as 1715 West Idaho Street, Boise and identified as Parcel R5538941262 (0.401 acres) (the "Site"); and,

WHEREAS, the Agency initiated a project to revitalize the Project Area in compliance with the Westside Plan through the redevelopment of the Site which could also serve as a catalyst for redevelopment of other properties in the vicinity; and,

WHEREAS, the Agency issued a Request For Qualifications / Proposals (RFQ/P) and thereafter considered the three (3) received proposals at the Agency Board's public meeting on January 11, 2021, and interviewed the three (3) proposers at that time; and,

WHEREAS, on or before January 15, 2021, the Agency Board received supplemental information from the three (3) proposers based on the January 11 interviews and in response to Agency Board member questions; and,

WHEREAS, the Agency Board held a Special Public Meeting on January 28, 2021, in order to discuss development of the Site and their thoughts about the three (3) proposals and the RFQ/P process itself; and,

WHEREAS, at its regular public meeting of February 8, 2021, the Agency Board approved Resolution 1695 selecting SMR Development LLC with deChase Miksis and Edlen & Co. as the best qualified proposer for development of the Site and directing Agency staff to finalize an Agreement to Negotiate Exclusively with the development team; and,

WHEREAS, the development team of SMR Development LLC with deChase Miksis and Edlen & Co. have properly created an Idaho limited liability company, registered as "17th and Idaho Development LLC" (the "Developer") with the Idaho Secretary of State, to be the legal entity for the development team in the development of the Site; and,

WHEREAS, Agency Staff has negotiated an Agreement to Negotiate Exclusively with Developer, a copy of which is attached and incorporated herein as if set forth in full; and,

WHEREAS, the Agency and Developer intend to pursue the negotiations of a Disposition and Development Agreement and, thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in the Law; and,

WHEREAS, Agency seeks to enter into an agreement with Developer for the purpose of analyzing and assessing a development opportunity for the Site as defined in the Agreement to Negotiate Exclusively; and,

WHEREAS, the Agency Board of Directors finds it in the best public interest to approve the Agreement to Negotiate Exclusively with Developer for development of the Site and authorize the Agency Executive Director to execute same and any necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That the Agency Board approves the Agreement to Negotiate Exclusively with 17th and Idaho Development LLC, attached as Exhibit A, and directs the Agency Executive Director to execute the Agreement and any documents necessary to implement the transaction, including any necessary technical changes, subject to representations by Agency legal counsel that all conditions precedent to actions and any necessary technical changes to the Agreement or other documents are acceptable and are consistent with the comments and discussions received at the March 8, 2021, Agency Board meeting.

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 March 8, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 8, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

BY: _____
Dana Zuckerman, Chair

BY: _____
Lauren McLean, Secretary

Attachment #2 – Agreement to Negotiate Exclusively



AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as Capital City Development Corporation, an independent public body, corporate and politic (“Agency”), organized pursuant to the Idaho Urban Renewal Law, title 50, chapter 20, Idaho Code, as amended (the “Law”), and undertaking projects under the authority of the Local Economic Development Act of 1988, title 50, chapter 29, Idaho Code, as amended (the “Act”), and 17th and Idaho Development LLC, an Idaho limited liability company, or its assigns as provided for herein (“Developer”), collectively referred to as the “Parties” and each individually as “Party,” on the terms and provisions set forth below.

RECITALS

Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act; and

The City Council of the City of Boise City, Idaho (“City”), after notice duly published, conducted a public hearing on the Urban Renewal Plan, Westside Downtown Urban Renewal Project (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 for the jurisdictional area of the Westside Plan Revenue Allocation Area; and

The City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the “First Amendment”), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the “Project Area”; and,

In order to achieve the objectives of the Westside Plan, Agency is authorized to acquire real property for the revitalization of areas within Agency's boundaries; and

Agency owns certain real property addressed as 1715 W. Idaho Street, Boise, Idaho 83702 (the “Agency Parcel”); and

Developer seeks to control certain real property addressed as 1719 W. Idaho Street, Boise, Idaho 83702 (Parcel # R5538941251) and 1707 W. Idaho Street,

Boise, Idaho 83702 (Parcel # R5538941292) (collectively, the “Developer Parcels”); and

The Agency Parcel and the Developer Parcels together constitute the real property contemplated for development by the Agency and Developer (collectively, the “Site”) and are described in Exhibit A; and

Agency seeks to initiate a redevelopment project to revitalize the Project Area in compliance with the Westside Plan through the redevelopment of the Agency Parcel, which could also serve as a catalyst for redevelopment of other properties in the vicinity; and

Following the publication of an RFQ/P in the Idaho Statesman newspaper on October 23, 2020, October 30, 2020, November 6, 2020, and November 13, 2020. Agency received three (3) proposals for development of the Agency Parcel; and

At a public meeting on February 8, 2021, the Agency Board selected Developer's proposal, attached hereto as Exhibit B; and

Agency and Developer intend to pursue the negotiations of a Disposition and Development Agreement (“DDA”) and, thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in the Law; and

Agency seeks to enter into an agreement with Developer for the purpose of analyzing and assessing a development opportunity for the Site as defined in this Agreement.

NOW, THEREFORE, Agency and Developer hereby agree as follows:

AGREEMENTS

Section 000 DEFINITIONS

“Agency” shall be the Capital City Development Corporation and includes both Agency Staff and the Agency Board.

“Agency Staff” shall be the staff of Agency, as opposed to the members of the Agency Board.

“Agency Board” shall be the members of the Agency’s Board of Commissioners, as duly and legally appointed.

“Developer” shall be 17th and Idaho Development, LLC or its assigns.

“Disposition and Development Agreement” or **“DDA”** shall mean the agreement the Parties hope to negotiate that will set forth the definitive terms of Agency’s disposition of the Agency Parcel to Developer.

“Effective Date” shall be the date this Agreement is signed by both Parties (last date signed).

“Negotiation Period” shall begin on the Effective Date and end one hundred eighty (180) days after the Effective Date, unless extended by Agency as provided herein.

“Schedule of Performance” shall mean the attached Exhibit C.

“Scope of Development” shall mean Developer’s concepts for development of the Site included in Developer’s proposal and attached as Exhibit B, and including any agreed upon changes negotiated by Developer and Agency during the course of this Agreement.

Section 100 NEGOTIATIONS

Section 101 Good-Faith Exclusive Negotiations

The Parties agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

Agency and Developer agree for the Negotiation Period to negotiate diligently and in good faith to prepare a DDA to be considered for execution between Agency and Developer, in the manner set forth herein, with respect to the development of the Site. During the Negotiation Period (defined below) Agency shall not directly or indirectly negotiate with any person or entity other than Developer with respect to the disposition or development of the Site.

Section 102 Negotiation Period

The Negotiation Period shall commence on the Effective Date and shall terminate one hundred eighty (180) days thereafter (the “Termination Date”). Provided, Agency may in its discretion extend the Negotiation Period for an additional thirty (30) days beyond the Termination Date: if such extension is at the sole instigation of Agency, no extension fee shall be due. In the event that Developer requests such an extension and Agency grants such request, Agency may, in its sole discretion, require Developer to pay an extension fee of \$5,000.00. In the event an extension fee has been paid and a DDA has been executed by both Parties, such extension fee shall be credited towards the purchase price for the Agency Parcel.

If upon expiration of the Negotiation Period Developer has not executed a mutually approved DDA, then this Agreement shall terminate, unless extended in writing by Agency. Once a DDA is signed by both Developer and Agency, then the terms of the DDA shall prevail and this Agreement shall automatically terminate.

If the negotiations do not result in an executed DDA, Developer shall submit to Agency a summary of its findings and determinations regarding the proposed development, excluding any confidential or privileged information. If this Agreement

is terminated per this Section 102, Developer shall not seek reimbursement for costs and expenses from Agency and Agency shall not seek reimbursement for costs and expenses from Developer except as provided herein.

Section 103 Deposit

Developer's Submission of Deposit:

Developer shall submit to Agency a deposit (along with any extension payment, "Deposit") in an amount of Fifteen Thousand Dollars (\$15,000) in the form of cash or cashier's check to ensure that Developer will proceed diligently and in good faith to negotiate and perform all of Developer's obligations under this Agreement. This Deposit shall be applied to the Initial Purchase Price. Provided, if the Parties terminate this Agreement before Agency incurs any costs in preparing the Reuse Appraisal, defined below, the Deposit shall be refunded in its entirety to Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal, such costs shall be deducted from the amount of the Deposit refunded to Developer (if any).

Submission of the Deposit must occur within fifteen (15) days of the Effective Date. If Developer fails to submit said Deposit within the fifteen (15) day period, Agency may terminate this Agreement, with neither Party having any further rights against nor liability to the other under this Agreement, unless as agreed to in writing by Agency.

Agency shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest (when received by Agency) shall become part of the Deposit.

Section 200 DEVELOPMENT CONCEPT

Section 201 Scope of Development

Agency and Developer acknowledge Developer's proposal as submitted to Agency on December 18, 2020 (the "Proposal"), with supplemental information provided on January 15, 2021, are attached as Exhibit B and design will be further refined in connection with the development of the Design Development Plan as set forth in Section 202.01.

Section 202.01 Design Development Plan

Developer shall refine and supplement their Proposal for submission to Agency Staff under this Agreement (the "Design Development Plan"). Prior to the submittal of the Design Development Plan to Agency Staff, Developer, a principal representative or representatives from Developer's architectural design firm ("Principal Designer"), and Agency Staff shall engage in a design refinement process, as further described in Section 801, to address design-related issues identified by Agency. Following this design refinement and within ninety (90) days of

the Effective Date, Developer shall submit the Design Development Plan to Agency Staff which shall include:

A clear chart showing changes from the Proposal including:

- square footage by type of uses
- number of parking spaces
- perspective renderings
- floor plans
- site plan
- elevations/sections listing exterior finishes
- representative unit layout plans for each following type: studio, one bedroom and two bedroom units

The Design Development Plan shall also include a brief project summary and a critical path analysis identifying key milestones in the planning and construction stages for the final approved residential project (the "Project") and an updated estimated Project schedule. Developer shall submit the Design Development Plan to Agency Staff and Agency Staff shall review and consider the Design Development Plan as set forth in Section 202.02 of this Agreement and the Schedule of Performance.

Section 202.02 Approval of the Design Development Plan

Within fifteen (15) days of Agency Staff's receipt of the Design Development Plan, Agency shall either approve or disapprove the Design Development Plan in writing to Developer. In the event the Design Development Plan is initially disapproved by Agency Staff, within fifteen (15) days of Agency's receipt of the Design Development Plan, Agency Staff shall set forth the reasons for disapproval and options that address Agency's reasons for disapproval. Developer shall then have ten (10) days to resubmit information to address the reasons for disapproval. Within five (5) days of Agency Staff's receipt of the resubmittal, Agency Staff shall meet with Developer to discuss the resubmittal (the "Resubmittal Meeting") and shall identify issues that have not been resolved to Agency Staff's satisfaction, if any, and shall provide an additional period of fifteen (15) days for Developer to resubmit information to address Agency Staff's issues. Agency and Developer agree that the purpose of this process is to reach a mutually satisfactory resolution of differences on Project design with the understanding that Agency retains the right to approve the Design Development Plan. In the event the Design Development Plan, as applicable, is again disapproved based on issues identified by Agency Staff in its discussions with Developer, Agency may terminate this Agreement and the Deposit, less any costs incurred per Section 103, shall be refunded to Developer.

Section 203 Progress Reports

Developer agrees to make oral and written progress reports advising Agency on all matters and all studies being made by Developer on a monthly basis or at the request of Agency.

Section 204 Assessment of Project Feasibility; Notification

In the event at any time during the Negotiation Period Developer determines that it is not feasible to proceed with development of the Site, this Agreement shall be terminated upon ten (10) days' written notice to Agency. In the event of such termination, Agency shall refund the Deposit subject to Section 103 of this Agreement.

In the event of such termination neither Party shall have any further rights against or liability to the other under this Agreement. Developer acknowledges and consents that in the event this Agreement is terminated, Agency has the right and authority to enter into an exclusive right to negotiation agreement concerning the Agency Parcel with any other interested developer.

Section 205 Environmental Condition

Developer acknowledges that in the development of the Project, it has previously received and reviewed certain environmental reports which have included an investigation of the Agency Parcel. The environmental reports known to Agency include:

Phase I Environmental Site Assessment conducted by CAS & Associates, LLC. Dated May 26, 2020. Included in the Agency's publicly provided due diligence materials as Appendix 07A to the RFQ/P.

Section 300 PURCHASE PRICE AND/OR OTHER CONSIDERATIONS

The "Initial Purchase Price" for the Site shall be Six Hundred Five Thousand Dollars (\$605,000).

During the Negotiation Period, Agency and Developer shall negotiate the schedule and conditions for transfer of the Agency Parcel to Developer with respect to financing and a schedule for the development and disposition of the Agency Parcel, which schedule and conditions will be included in the DDA. Provided, it will be a condition of the transfer of the Agency Parcel that Developer pay the entire Initial Purchase Price (less the Deposit) to Agency before the title is transferred to Developer.

Under the Law, Agency may transfer real property for no less than the fair reuse value. Agency will prepare and provide Developer with a copy of the reuse appraisal ("Reuse Appraisal") based upon the information developed through the Design Development Plan as described in this Agreement. The Reuse Appraisal shall establish the fair reuse value of the Agency Parcel as required under the Law (the "Residual Land Value").

If the Residual Land Value is equal to the Initial Purchase Price, then the Initial Purchase Price shall be the Final Purchase Price.

If the Residual Land Value is greater than the Initial Purchase Price, the Final Purchase Price shall be the Residual Land Value.

If the Residual Land Value is determined to be less than the Initial Purchase Price by the Reuse Appraisal, the Parties shall negotiate the Final Purchase Price for the Agency Parcel based on the difference between the Initial Purchase Price and the Residual Land Value.

If the Parties have reached agreement on the Final Purchase Price and whether any portion of the Initial Purchase Price should be rebated, such rebate shall be disbursed to Developer upon the Project's receipt of a Final Certificate of Occupancy and upon Agency's acknowledgement and acceptance thereof. Additional details of the setting of the Final Purchase Price and the conditions precedent to rebate shall be included in the DDA. The Final Purchase Price shall be as established by the DDA and not by the terms of this Agreement.

Within ninety (90) days of the Effective Date, Developer shall submit to Agency Staff the data required by the appraiser ("Reuse Appraiser") who has been selected by Agency, which data ("Reuse Appraisal Data") is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Agency Parcel, which data shall include data on the Project as described in this Section 300. Developer shall submit the Reuse Appraisal Data at the time the Design Development Plan is submitted to Agency Staff. Developer may be required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The Reuse Appraisal Data includes but may not be limited to:

- density of development,
- costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Project,
- residential unit types,
- sizes and expected rents,
- Construction type and materials,
- Exterior and interior finish materials,
- square footages of uses other than residential,
- leasing for other uses and assets such as office space, retail space and parking spaces,
- assumptions regarding soft costs such as marketing and insurance, risks of Agency, risks of Developer,
- Developer participation in the funding of public facilities and amenities, and
- estimated or actual Developer return including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project.

The Parties anticipate completion of the Reuse Appraisal within one hundred fifty (150) days of the Effective Date. Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data, and Developer acknowledges that Agency will be unable to complete negotiation of the terms of the DDA without the results of the Reuse Appraisal.

Section 400 DEVELOPER AND DEVELOPER'S OBLIGATIONS

Section 401 Nature of Developer

Developer is 17th and Idaho Development LLC, or its assigns. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

Section 402 Developer's Principal Office and Development Team

Developer's Principal Office is located at:

731 West Wyndemere Drive
Boise, ID 83702

Agency and Developer acknowledge and agree that the Local Project Manager, as described in Section 906, shall also be a member of the Development Team. Any other consultants and professionals on the Development Team (such as special architectural consultants, leasing agents, engineer, and contractor) will be selected at a later date.

Section 403 Full Disclosure

Developer is required to make full disclosure to Agency of its officers, key managerial employees, and design professionals (collectively the "Development Team") involved in this Project. Any significant change during the period of this Agreement of the Development Team or in the controlling interest of Developer of the Project covered by this Agreement is subject to the approval of Agency, such approval not to be unreasonably withheld or delayed.

This Agreement shall be assigned or otherwise transferred as provided herein.

Section 404 Compliance with Applicable Laws

Developer recognizes it will be required to comply with all applicable laws, including all applicable federal and state labor standards, antidiscrimination standards, affirmative action standards, and nondiscrimination and nonsegregation standards, laws, and regulations in development, rental, sale, or lease of the Site.

Section 405 Control of the Developer Parcels

Developer shall control the Developer Parcels no later than April 16, 2021. Developer shall provide copies of the executed Purchase and Sale Agreements to Agency for review of all deadlines and material provisions. If Developer fails to provide such documentation by April 16, 2021, further steps described herein shall cease and corresponding time limits shall be tolled unless and until: Agency Board, at its next available meeting, approves an amendment to this Agreement including amendment to the definition of Developer Parcels set forth in Recitals, above; or terminates this Agreement and the Deposit, less any costs incurred per Section 103, shall be refunded to Developer.

Section 500 AGENCY'S RESPONSIBILITIES

Section 501 Urban Renewal Plan

This Agreement and any DDA agreed to by the Parties are subject to the provisions of the Westside Plan.

Section 600 REAL ESTATE COMMISSIONS

Agency shall not be liable for any real estate commission or brokerage fees which may arise herefrom. Agency represents that it has engaged no broker, agency, or finder in connection with this transaction, and Developer agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Developer.

Section 700 EXECUTION OF THIS AGREEMENT NOT A DISPOSITION OF PROPERTY

By its execution of this Agreement, Agency is not committing itself to or agreeing to undertake: (a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by Agency, City, or any agency or department thereof; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by any federal or state agency including, but not limited to, environmental clearance and historic preservation approval. Execution of this Agreement by Agency and Developer does not constitute a disposition of property by Agency.

Section 800 ISSUES OF NEGOTIATION

Developer recognizes that the following items are matters Agency desires be addressed during the Negotiation Period, but both Parties understand that there is no present agreement as to the manner or degree to which they or any particular one can or will be included in the DDA or Design Development Plan.

Section 801 Design Refinement

Prior to submission of the Design Development Plan, Agency, Developer, and the Principal Designer shall engage in design discussions to address design issues related to the Design Development Plan identified by Agency, which Agency desires

to resolve prior to submittal of the Design Development Plan to Agency by Developer. Agency shall prepare a list of the issues to be addressed in the Design Development Plan, and the process shall be conducted as provided in the Schedule of Performance. Agency and Developer shall reach mutual agreement on how to proceed regarding the design issues.

Section 802 Demolition and Clearance

Developer's proposal does not include any buildings being retained on the Site. Cost estimates for demolition and clearance, any environmental remediation, and any site and soil remediation to support the proposed Project, shall be included in the Reuse Appraisal as a development cost. The Parties agree to address as part of the negotiation of the DDA: 1) the timing and any phasing involving the demolition and clearance costs; and 2) rights of the Parties to the structural components and materials comprising the buildings and any equipment or appurtenances on the Agency Parcel.

Section 803 Agency Participation

Developer specifically acknowledges, recognizes, and consents that Agency participation in the Project may be limited to transfer of the Agency Parcel. The foregoing shall not preclude Agency and Developer from agreeing to Agency reimbursement of public infrastructure or improvements as part of the DDA.

Section 804 Impact Fees

Agency acknowledges that Developer likely will be assessed impact fees by City and the Ada County Highway District ("ACHD"). Such impact fees assessed represent a cost to the Project and may be included within the Reuse Appraisal analysis as described in Section 300 of this Agreement. Developer may seek an individual assessment from ACHD, if available. Agency agrees to cooperate with Developer in the preparation of the individual assessment for ACHD and to support presentation of the individual assessment by Developer to ACHD to the extent deemed appropriate by Agency. Provided, however, nothing contained herein obligates Agency to subsidize or pay for the individual assessment or any impact fees.

Section 900 GENERAL PROVISIONS

Section 901 Notices

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of Agency and Developer as set forth below. Routine communication may be by first class mail, e-mail, facsimile, or telephone.

Agency

John Brunelle, Executive Director

Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264 (voice)
208-384-4267 (fax)
jbrunelle@ccdcboise.com

Developer

J. Dean Pape
17th and Idaho Development LLC
731 West Wyndemere Drive
Boise, Idaho 83702
(208) 830-7071 (voice)
dean@dechase.com

With a copy to Project Manager
(which copy shall not constitute notice):
Shellan Rodriguez
529 North Hillview Drive
Boise, Idaho 83712
(406) 531-0401 (voice)
shellan@smrdevelopment.com

With a copy to the Registered Agent for Developer:
Anne C. Kunkel
Varin Wardwell LLC
242 North 8th Street, Suite 220
Boise, Idaho 83702
(208) 584-1266 (voice)
(877) 717-1758 (fax)
annekunkel@varinwardwell.com

Section 902 Remedies and Damages

Notwithstanding anything to the contrary contained in this Agreement, Developer's obligations hereunder are nonrecourse. Agency's only recourse and security for Developer's obligations shall be retention of the Deposit. In the event of any legal proceeding described in this Section 902 between the Parties to this Agreement to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the prevailing Party shall recover its reasonable attorney fees, at trial and upon appeal, in addition to all other third party costs and damages allowed, as determined by the Court.

Section 903 No Recordation

In no event shall any Party record this Agreement or any memorandum hereof or otherwise encumber the Agency Parcel by reason of this Agreement or the negotiations contemplated hereby.

Section 904 Successors and Assigns

No Party may assign or delegate its obligations under this Agreement without the consent of each other Party hereto, which consent may not be unreasonably withheld or delayed. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

Section 905 Counterparts

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon.

Section 906 Local Project Management

Shellan Rodriguez shall serve as Local Project Manager ("Project Manager") who will be available to Agency.

Section 907 Computation of Time

In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. As used herein, "legal holiday" means any holiday as defined by Idaho Code § 73-108.

Section 1000 TERMINATION

Section 1001 Termination by Mutual Agreement

This Agreement may be terminated at any time by the written consent of the Parties. In the event of such termination, Deposit shall be refundable as set forth in Section 103 and neither Party shall have any further rights against or liability to the other under this Agreement.

Section 1002 Termination Due to Inability to Agree on the DDA Terms

Upon termination of this Agreement at the expiration of the Negotiation Period, neither Party shall have any further rights against nor liability to the other under this Agreement. If this Agreement is terminated for the Parties' failure to negotiate a DDA acceptable to both Parties, Developer shall not seek reimbursement for costs and expenses from Agency, and Agency shall not seek reimbursement for costs and expenses from Developer, except to retain all or a portion of the Deposit as provided in Section 103.

Exhibits

Exhibit A	Legal Description of the Site
Exhibit B	Developer's Proposal
Exhibit C	Schedule of Performance

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

_____, 2021

AGENCY

THE URBAN RENEWAL AGENCY OF
THE CITY OF BOISE, also known as
CAPITAL CITY DEVELOPMENT CORPORATION

John Brunelle, Executive Director

March 1, 2021

DEVELOPER

17th and Idaho Development LLC,
an Idaho limited liability company

By: MANAGER

Name: J. DEAN PARE

STATE OF _____)
ss:
County of _____)

On this _____ day of _____, 2021, before me, a notary public in and for said state, personally appeared John Brunelle, Executive Director of the Capital City Development Corporation, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the Capital City Development Corporation.

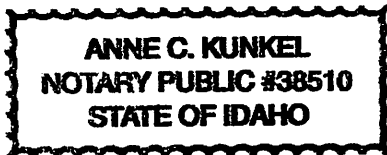
IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho
Residing at: _____
Commission Expires: _____

STATE OF Idaho)
ss:
County of Ada)

On this 1st day of March, 2021, before me, a notary public in and for said state, personally appeared J. Dean Page, known or identified to me to be the manager of an Idaho Limited Liability Company known as 17th and Idaho LLC, an Idaho limited liability company, who executed the within instrument on behalf of said Limited Liability Company and acknowledged to me that said Limited Liability Company executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Anne C. Kunkel

NOTARY PUBLIC for Idaho
Residing at: Boise ID
Commission Expires: 9.22.2024

Exhibit A
Legal Description of the Site

**EXHIBIT A
LEGAL DESCRIPTION OF THE SITE**

Developer Parcel – 1719 W. Idaho Street:

Lot 7 in Block 11 of McCarty's Second Subdivision, according to the official plat thereof, filed in Book 2 of Plats at Pages 85, official records of Ada County, Idaho.

Tax Parcel No. R5538941251

Developer Parcel – 1707 W. Idaho Street:

Par #1292, Portions of Lots 10-12 in Block 11 of McCarty's Second Subdivision, according to the official plat thereof, filed in Book 2 of Plats at Pages 85, official records of Ada County, Idaho #1291C #1331C #8744945 #9222543.

Tax Parcel No. R5538941292

Agency Parcel – 1715 W. Idaho Street:

Lots 8 and 9 in Block 11 and the Westerly 45 feet of Lot 10 in Block 11 of McCarty's Second Subdivision, according to the official plat thereof, filed in Book 2 of Plats at Page(s) 85, official records of Ada County, Idaho.

Tax Parcel No. R5538941262

Exhibit B
Developer's Proposal



December 18, 2020

VIA ELECTRONIC SUBMISSION

Kathy Wanner
 Contracts Specialist
 Capital City Development Corp
 121 N. 9th Street; Ste 501
 Boise, ID 83702

RE: 1715 W. IDAHO STREET – REQUEST FOR QUALIFICATIONS/PROPOSALS

Dear Ms. Wanner:

Please find our proposal for the 1715 West Idaho Street Request for Qualifications/ Proposal (RFQ/P). We are extremely excited to submit our qualifications and proposal for the site located in the Westside Urban Renewal District and West Downtown Neighborhood. I, personally, would love the opportunity to partner with CCDC as the developer of this project. I have brought together a team that is trusted and committed to the delivery of much-needed workforce housing in this location.

Our proposal creates housing to serve Boise's workforce, providing a much-needed missing middle development. It is our goal to build a product that CCDC, local leadership, and the community as a whole can showcase as a successful example of public-private partnership. This proposal adds a diversity of housing stock to a mature neighborhood, while our team relies on our unique experiences to better address the need for increasing diversity of housing choices through a mix of rents while honoring the neighborhood's eclectic personality.

Our development team has worked successfully together in the past, most notably on the Ash+River Workforce Housing project, while I was part of CCDC's team. Through that development process, a relationship was created, trust was built and our passion to create the best projects to meet the needs of our community was apparent. Additional developments are highlighted in our Team Portfolio in Section 4.

When analyzing the site and the Agency's priorities, we believed there was an opportunity to create more housing by including the underutilized properties around CCDC's parcel. Boise's need is too great, compelling us to engage the neighboring property owners (New Life Apostolic Church (Church), Rock Hard Granite (RHG) and Creamer Heating & Air Conditioning (HVAC)) in hopes to maximize units and achieve a better design, transitioning from commercial to residential. Our



team has an agreement with RHG properties and has engaged the owner of the HVAC properties who have confirmed the reasonableness of our offer. We have had extensive discussions with the church, through their representative, and provided them a Letter of Interest to land swap their parking lot for the RHG lot adjacent to their building on Main Street. Through these acquisitions and land swaps we are able to: 1) greatly increase the number of homes provided 2) created substantially more development opportunities with a future phase 2 and 3) designed a building that engages the neighborhood – providing a lively corner at 18th. A visual depiction of the land swap is within Project Drawings in Section 9.

We intend to work closely with the West Downtown Neighborhood Association- knowing this proposal like all development these days will receive interest and scrutiny. The land's entitlements utilize the Housing Bonus Ordinance, or a longer process would rely on a re-zone. Our team brings a passion as well as the political astuteness, the financial wherewithal, and the local expertise to be successful in this endeavor.

Additionally, our understanding of infill development, sustainable design, and affordable housing enables us to settle for nothing less than a stellar infill project that is lively and beautiful, while also providing a place for Boiseans to live, and hopefully work and play downtown. Units are proposed to serving households earning roughly \$40,000 - \$80,000 annually, or 80-120% AMI, focusing on averaging project rents at 100% AMI. This allows us to target lower-wage earners who may have rental assistance and have the support of CATCH, a local nonprofit, or the Boise City / Ada County Housing Authority.

We based our proposal on the six listed priorities within the RFQ/P: 1) Neighborhood Design & Context, 2) Catalyst Potential, 3) Investment, 4) Development Schedule, 5) Sustainability, and 6) Local Partnerships and Local Workforce.

We appreciate this opportunity and truly look forward to an opportunity to discuss our proposal further.

Please review the attached and contact me if you have any questions at (406) 531-0401.

Sincerely,



Shellan M. Rodriguez
SMR Development, LLC

Enclosed: SMR + deChase Miksis + Edlen & Co. 1715 W. Idaho Street Proposal for Development Services

CAPITAL CITY DEVELOPMENT CORP

1715 W IDAHO STREET HOUSING INFILL DEVELOPMENT



+



+



Proposal for Development Services

December 18, 2020

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1 COVER SHEET



1715 W. Idaho Street RFQ/P Submittal

Please print or type all required information

Respondent Contact Information

Development Entity

To Be Determined (*will likely be 1715 Idaho, LLC*)

Contact Person

Shellan M. Rodriguez

Title

Manager/ Developer

Role in Development Entity

Developer

Address

520 W. Idaho Street, Boise, Idaho 83702

Phone

(406) 531-0401

Email Address

shellan@smrdevelopment.com

By signing this required Cover Sheet, the Respondent indicates the information in the RFQ/P, including any clarifying information, as contained in the Appendices, has been taken into consideration in the preparation of this proposal.

Signature

A handwritten signature in blue ink, appearing to read 'Shellan M. Rodriguez', written over a horizontal line.

Date

12/17/2020

Print or Type Name

Shellan M. Rodriguez

Print or Type Title

SMR Development, LLC, Owner/CEO


2 ACKNOWLEDGEMENT & RELEASE

The undersigned ("Respondent"), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent's development team, has read and fully accepts the Capital City Development Corporation's ("CCDC"), discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process by issuing the Request for Qualifications/Proposals for the development of the 1715 Idaho Street property (the "RFQ/P"). Capitalized terms not defined herein shall have the meaning ascribed in the RFQ/P.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. CCDC reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
 - a. To suspend or modify any part of the selection process or terminate the RFQ/P at any time for any reason with no financial or other obligation to Respondent.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the RFQ/P and to ascertain the depth of Respondent's capability and desire to develop the Site;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its RFQ/P and any submission by any respondent;
 - d. Accept or reject any submission or part thereof received in response to the RFQ/P, including any statement submitted by the undersigned, or select any one submission over another;
 - e. Accept or reject all or any part of any materials, plans, proposals or statements included in a submission, including, but not limited to, the nature and type of submission.
2. CCDC is governed by state law as provided in Title 50, Chapter 20, and in Title 50, Chapter 29 of the Idaho Code, and other state and federal regulations that may apply, and Respondent acknowledges that the RFQ/P selection process and any assistance in the development of the Site from CCDC must conform to all applicable laws, rules and regulations.
3. CCDC may, in its discretion, conduct public hearings during the RFQ/P selection process that would require disclosure of the Respondent's proposed project and related details to the public and the media.
4. CCDC may accept or reject any proposal or statement and/or information received in response to the RFQ/P, including any proposal, statement, or information submitted by the undersigned, or select one developer over another.
5. Respondent understands that by responding to the RFQ/P, its proposed project may be subject to review and comment by CCDC staff and consultants.
6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the RFQ/P and any responses by any respondent thereto.

7. Respondent consents to the acquisition of information by CCDC in conjunction with this RFQ/P, and waives all claims, and releases CCDC from any liability in the acquisition of this information and use of this information.
8. Respondent agrees that CCDC staff, officers or board and the City of Boise shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decisions made at the discretion of CCDC or the City of Boise with respect to the RFQ/P.
9. Non-Liability of CCDC. Respondent agrees that CCDC shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
10. Respondent, including all team members, have carefully and thoroughly reviewed the RFQ/P and have found the RFQ/P and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.
11. Respondent participates in the RFQ/P process at its own risk.

By: 
Its: Owner/ CEO, SMR Development, LLC
Date: 12/17/2020

3 DEVELOPMENT TEAM



The development team is a joint venture between Shellan Rodriguez of SMR Development, Dean Papé of deChase Miksis Development, Mark Edlen of Edlen & Company. Shellan brings a history of success in developing affordable and workforce housing in partnership with public agencies coupled with her unique understanding of CCDC goals and the housing needs of Boise. Dean’s experience throughout the Pacific Northwest focuses on working with community leaders to create new housing, retail, and office options for growing cities. Mark brings a wealth of knowledge to all development types with a focus on urban infill mixed-use with projects in major metropolitan areas throughout the United States.

Shellan, Dean, and Mark first worked together in 2016 on Ash + River Townhomes when Shellan was working for CCDC and Dean was leading the development with Mark as part of the venture. The project was complicated for a variety of reasons but it is one that all three team members are proud of and believe the project has been a successful addition to the neighborhood. It is consistently at 100% occupancy and provides deed-restricted workforce housing units in the River Myrtle Urban Renewal District. Since then, they have worked together in various capacities but most recently on a redevelopment project in Coeur D’Alene which includes three project phases - multi-family rental, residential condominiums, and residential mixed-use.

Our team views CCDC as the key partner in this project’s success and truly looks forward to working hard to bringing this exciting development opportunity to fruition.



Ash + River Workforce Housing



Ash + River Workforce Housing



Atlas Mill Condominiums



Caldwell Creekside Downtown Infill Housing

3 DEVELOPMENT TEAM

LEAD DEVELOPER



SMR Development is a small development and consulting firm, with a focus on achievable housing development and urban renewal. Shellan M. Rodriguez, Owner/ CEO, has a unique set of skills working with the public and private sector to develop real estate that meets the needs of the community.

She has over fifteen years of experience in the private, non-profit, for-profit, and government sectors of real estate development. During her five years at CCDC, she focused on creating successful public/ private partnerships. In addition to her experience working in Boise, she has completed deed-restricted rental housing developments in Montana, California, and Hawaii.

Most recently, SMR Development was part of a development team that was awarded through a highly competitive process the development of a 25-acre infill parcel in the Town of Mammoth Lakes, California. The team is on track to get the necessary entitlements (Master Plan, Use Permit, Zoning Code Amendment, and Design Review) approved to finance the first 81-unit phase of deed-restricted apartments in early 2021. Phase 1 is targeted towards families at or below 80% AMI in that county.



SHELLAN RODRIGUEZ PMP
OWNER / CEO

Shellan has over 15 years of experience developing affordable workforce housing and urban infill projects in Idaho, California, Montana, and Hawaii. As a results-driven and action-oriented project manager, she enjoys solving complex problems and working with public/ private partnerships to create communities.

She cares deeply about housing and urban issues. She serves as a Commissioner with the Boise City/ Ada County Public Housing Authority, was the Co-Chair of Mayor Mclean's Housing Transition Committee in early 2020, and is a member of ULI-Idaho's Advisory Board. Additionally, she is a Certified Professional Project Manager (PMP) and USGBC Green Associate.

SMRDEVELOPMENT.COM
(406) 531-0401
SHELLAN@SMRDEVELOPMENT.COM
520 W IDAHO STREET, BOISE, ID 83702

3 DEVELOPMENT TEAM

DEVELOPER



deChase Miksis specializes in the execution of complex projects including mixed-use, multi-family, commercial, retail, adaptive reuse, and public/private partnership development projects throughout the Pacific Northwest. The team at deChase Miksis has been involved with visioning, designing, negotiating, and construction of over 2 million square feet of real estate.

deChase Miksis is a values-based company with a focus on the overall benefit of a project to the neighborhoods and end-users they serve. This ensures all partners of a project: the community, municipality, environment, and client are represented through all stages of the development process. deChase Miksis has a demonstrated history of helping development teams navigate complexity, save time, minimize risk, and maximize returns. Their projects have a reputation of setting standards for success in their respective development types and communities.



DEAN PAPÉ
PARTNER

Dean has 18 years' experience in real estate development, construction, financing, and management in the region. He has built strong relationships with landowners, business owners, and community organizations through their work public, private, and public-private partnership opportunities together.



MARK MIKSIS
PARTNER

Mark has more than 20 years' experience in delivering high-quality, high-efficiency developments that respond appropriately to the needs of their users and the goals their owners.

DECHASE.COM
(208) 830.7071
DEAN@DECHASE.COM
1199 SHORELINE DRIVE; STE 290, BOISE, ID 83702

3 DEVELOPMENT TEAM

DEVELOPER

EDLEN & CO.

EDLEN KRAGE SHERMAN
IMPACT REAL ESTATE

Founded in 1996, Gerding Edlen, the predecessor firm to Edlen & Company, has been known as a leading, vertically integrated real estate company focused on the development of and investment in urban, infill, transit-oriented, and highly sustainable office, apartment, and mixed-use properties. Guided by a set of criteria, known as the Principles of Place, the firm has been deeply committed to creating transformational buildings that build community, strengthen neighborhoods, minimize impacts on the environment and add lasting value to residents, tenants, and investment partners. In April of 2020, Edlen sold Gerding Edlen Investment Management, a Gerding Edlen subsidiary, to four of its key employees retaining Gerding Edlen's development and mission-focused business and re-naming it Edlen & Company focusing solely on the Inter-Mountain and Pacific Northwest regions following Edlen's return to Idaho where he now resides.

Edlen & Company is a recognized national leader of sustainable development, contributing significantly to the overall advancement in how environmentally responsible commercial properties are designed, engineered, constructed, and operated.



MARK EDLEN

CO-FOUNDER & PARTNER

Mark co-founded and led Gerding Edlen, the predecessor firm, for 25 years. He is recognized for his expertise and success in creating sustainable communities in mixed-use commercial, residential, educational and retail developments.



JILL SHERMAN

CO-FOUNDER & PARTNER

Jill leads Edlen & Co.'s public-private partnerships and build-to-suit projects for non-profit and for-profit organizations, facilitating the important work of nonprofits and public agencies in our communities. Jill is responsible for new business development as well as management of all predevelopment activities.



ROGER KRAGE

CO-FOUNDER & PARTNER

Roger is responsible for all aspects of obtaining construction and permanent financing. Roger's duties include assistance in sourcing, securing, and documenting capital structures (including debt and equity), as well as coordinating contracts among attorneys and clients.



MATT EDLEN

CO-FOUNDER & PARTNER

Matt oversees acquisitions and development in the Pacific Northwest for the firm's various investments. Matt is responsible for sourcing, negotiating, and executing on opportunities across the region.

EDLENANDCO.COM

(208) 776.0550

MARK.EDLEN@EDLENANDCO.COM

PO BOX 14001, KETCHUM, ID 83340

3 DEVELOPMENT TEAM

ARCHITECTURE & INTERIOR DESIGN



Pivot North Architecture is led by three principals with over 60 years of combined experience executing projects throughout the Pacific Northwest. Based in Boise, Idaho, Pivot North's team focuses on providing design services including architecture, programming, planning, and sustainable design. Their experience is diverse in both project size and building type and they are committed to further establishing our business and relationships both locally and regionally.

Their creative process relies heavily on collaboration between the design team, delivery team, and all stakeholders. The success of each project lies in the team's ability to ask the right question and most importantly, listen intently to the answer. The Client's experiences coupled with their knowledge of design, trends, building codes, and the construction industry provide the vehicle to realize the project vision.



JOHN KING AIA, NCARB
PRINCIPAL

With 20 years of professional practice, John has a strong design sensibility and leads Pivot North's design studio. He strongly believes it takes a collaborative effort and contribution from all involved for a project to achieve its utmost potential and success.



BRIAN WENZEL
PROJECT DESIGNER

Brian is a talented designer with over a decade of experience. He has an extensive background in mixed-use multi-family, single-family residential, commercial, high-rise, and modular development.



KAYLA ROACH
INTERIOR DESIGNER

Kayla enjoys taking on projects that push her outside of her comfort zone and values visual harmony, spatial symmetry, and a forward-thinking approach to design. She believes every project has its own personality and wants to create spaces that provide sanctuary, comfort, and style.

PIVOTNORTHDESIGN.COM
(208) 720.9974
JOHN@PIVOTNORTHDESIGN.COM
1101 WEST GROVE STREET, BOISE, ID 83702

3 DEVELOPMENT TEAM

STRUCTURAL ENGINEERING



Axiom was founded in 2011 with the goal of strengthening the industry by breaking the norm. This is achieved by focusing on structurally efficient designs that serve both form and function, saving money for the important features that individualize each building. Axiom's local presence and expertise in multifamily projects serve our understanding of the downstream construction needs of trade partners, facilitating collaboration throughout the life of a project. With a depth of experience in local multifamily projects, like the Water Cooler and Ash + River Townhomes, Axiom knows how to make this project a success.

Axiom's team of structural design professionals utilize lean construction principles to help projects perform well while meeting demanding schedules and tight budgets. To do this, Axiom drives teams to pull plan schedules to ensure schedules are met and uses the latest software to share Building Information Modeling (BIM) content with partners to increase estimating accuracy in early stages.



LEE HARRISON, PE
PRINCIPAL

Lee brings a grounded understanding of costs to every structural challenge with more than 20 years of experience working on large-scale projects that utilize a blend of structural materials. He is passionate about exploring efficient ways of designing and building structures and believes in the power of digital collaborating across all teams to streamline handoffs and decrease change orders.



ASHLEY THOMPSON, PE
PROJECT MANAGER

As Axiom's lead Project Manager on multifamily projects, Ashley focuses on unique and cost-effective solutions to ensure the client's vision becomes a reality. She is passionate about improving the way people experience the built environment and providing a sense of home for families.

AXIOMPLLC.COM
(208) 866.6288
LHARRISON@AXIOMPLLC.COM
121 N 9TH STREET; STE 401, BOISE, ID 83702

3 DEVELOPMENT TEAM

LANDSCAPE ARCHITECTURE



Stack Rock Group was founded in 2012 by two friends; Will Howard and Krisjan Hiner with the vision of creating a firm like no other. A firm where people want to work and have the freedom to be creative and do great things. A firm where flexibility and imagination reign. A firm where everyone is empowered to learn, grow, and do what they do best.

SRG is an assemblage of creative, talented, unique, quirky souls with expertise in all facets of Landscape Architecture, 3D modeling & Rendering, Virtual Reality, Project Management, Graphic Design, Illustration, Horticulture, Master Planning, Irrigation Design, Construction, Art, and Stewardship.



WILL HOWARD PLA, ASLA
CO-FOUNDER / PRINCIPAL LANDSCAPE ARCHITECT

Will is a professional Landscape Architect with a Bachelor of Arts in Landscape Architecture from the University of Idaho. He has spent the vast majority of his life planning, managing, and designing large irrigation and landscape projects. For more than 10 years Will worked in the field as a landscape laborer, foreman, and project manager.



EMILY VOGES PLA, ASLA
LANDSCAPE ARCHITECT

Emily is a multi-talented landscape designer, horticulturist, urban designer, explorer, and linguist. Before joining Stack Rock Group in 2017 Emily's most recent work had been in the Los Angeles area designing on-structure landscapes and mixed-use projects. Emily's experience designing rooftop gardens, green roofs, rooftop patios, rooftop living spaces, and her design/build expertise is a true asset to all of Stack Rock Group's clients.



DARIAN WESTRICK PLA, ASLA
LANDSCAPE ARCHITECT

Darian is a Landscape Architect and Project Manager overseeing Stack Rock Group's office in Salt Lake City, Utah. She bringing vast experience in planning, campus design, education projects, healthcare, and commercial projects of all sizes. With over 7 years of project management and design experience, Darian creates well thought out sites for everyone to experience and enjoy in a timely matter.

STACKROCKGROUP.COM
(208) 345.0500
WILL@STACKROCKGROUP.COM
404 S 8TH STREET; STE 154, BOISE, ID 83702

3 DEVELOPMENT TEAM

CONTRACTOR



Visser Building Co. a mid-size Construction Company combining a mixture of fine custom residences, multi-family, and commercial construction and construction management in the Boise area and surrounding markets.



W.F. CHIP GALLAGHER
PRINCIPAL

Principal of Visser Building Co., Chip has over 40 years of experience in all phases of construction, construction management, and development.

Visser Building Co brings an excellent combination of product knowledge, assembles, budgeting, value engineering, and cost controls to a very transparent relationship with their clients. Their attention to detail can be seen in true craftsmanship by the people who work on their job sites, by their exacting standards of quality building practices, and in their management of schedules and budgets. Everything matters to this company.



BRIAN VISSER
PRINCIPAL

Principal of Visser Building Co. , Brian is a third-generation builder with over 30 years of experience in fine custom residential and commercial construction.

VISSERBUILDING.COM
(208) 440.7209
CHIP@VISSERBUILDING.COM
8312 W NORTHVIEW ST, BOISE, ID 83704

3 DEVELOPMENT TEAM

OPERATIONS & PROPERTY MANAGEMENT



In real estate, like many industries, local market experience matters. Since 2004, the combined background of TableRock Residential's executive team includes direct oversight of over 5,000 units in Ada County. Leveraging our deep understanding of the area and an extensive local network of brokers, on-site employees, and vendors, TableRock provides the highest level of service to clients, residents, and associates.

TableRock Residential has emerged as the leader in the management of leased housing in Idaho. Although the organization officially commenced management services in 2019, the underpinning for its explosive growth is based on decades of experience and relationship building by its founders, Tami Greene and Rich Fernandez.

Bringing together the vast backgrounds of each carefully selected team member, Tablerock's collective skillset ranges from HUD-financed, mixed-income, and mid-rise multi-family properties to institutional lease-up strategy and private equity management.



TAMI GREENE

CO-FOUNDER & PARTNER

Active in the Idaho property management scene since 2004, Tami is a passionate real estate professional with extensive experience in the lease-up strategy, investment analysis, and marketing & operations of multi-family communities. Tami and her team provide the highest level of service to clients, residents, and associates by capitalizing on their well-rounded experience and extensive local network of brokers, community organizations, and vendors.



RICH FERNANDEZ

CO-FOUNDER & PARTNER

As co-founder of TableRock Residential, Rich maintains responsibility for organizational coherence with the company's strategic objectives. His long-running experience with multi-family assets runs the gamut and provides a foundation for new learning that will guide TableRock in future endeavors.

TABLEROCKRES.COM

(208) 350.8039

TGREENE@TABLEROCKRES.COM

512 W IDAHO STREET, BOISE, ID 83702

3 DEVELOPMENT TEAM

ORGANIZATIONAL CHART



3 DEVELOPMENT TEAM

TEAM PARTNERSHIP EXPERIENCE

PROJECT	LOCATION	PROJECT TYPE	BRIEF DESCRIPTION	TEAM
Ash + River Townhomes	Boise, ID	Workforce Housing	This 34-unit workforce housing project was a collaboration between CCDC and the Development Team. A catalyst for the emerging neighborhood, the project fronts on the Pioneer Pathway, nestled in between a City Park and the Historic Hayman House.	Shellan Rodriquez (when with CCDC), deChase Miksis, Edlen & Co. (previously Gerding Edlen), Pivot North Architecture, & Visser Building Co.
Atlas Mill Areas 10, 12, & 13	Coeur d'Alene, ID	Market-Rate Housing	The development team is currently coordinating 3 different areas of the Atlas Mill Development. The project is designed as mountain-modern waterfront community. The mixed-use buildings are connected to each other and the community through native landscaped open space to provide opportunities for both visual and pedestrian connectivity to the waterfront.	SMR Development, deChase Miksis, Edlen & Co., Pivot North Architecture, & Axiom Engineering
The Gibson	Boise, ID	Market-Rate Housing	This 5 story, 81-unit podium project has 14 different floor plans that range in size from 545 square feet to 1,238 square feet. The amenities feature a lobby area for working/gathering, a park with bocce court just outside the front door, and a 5th-floor outdoor patio deck for tenants with fire pit and bqg's. The project also includes Boise's first public pocket park along Idaho Street	deChase Miksis & John King (while at Hummel)
Thomas Logan	Boise, ID	Affordable Housing	This 7-story, 60-unit multi-family mixed-use project at 6th & Grove will provides 5 stories of residential use that sit above a concrete podium consisting of retail space on street level and office space on the second level. Along Grove street at the southeast corner, an urban courtyard with outdoor seating connects the residential lobby and retail spaces between this building and the adjacent 5th and Grove building. This courtyard is open to the sidewalk to further activate the urban space.	deChase Miksis, Pivot North Architecture, & Axiom Engineering
The Lucy	Boise, ID	Market-Rate Housing	This 5-story, 114-unit project will deliver a unique urban mixed-use building that will fit into the existing fabric of downtown Boise by taking its design cues from the context of the immediate neighborhood. The overall form, materials, and uses have all been derived by acknowledging the adjacent Old Boise neighborhood, the pedestrian friendly nature of the Basque Block, as well as the City of Boise's desire to provide more density to the downtown core.	deChase Miksis, Pivot North Architecture, & Axiom Engineering

3 DEVELOPMENT TEAM

REFERENCES



HEIDI HILL DRUM, EXECUTIVE DIRECTOR
TAHOE PROSPERITY CENTER
(775) 298.0267
HEIDI@TAHOEPROSPERITY.ORG



ERIC KING, CITY MANAGER
CITY OF BEND
(541) 388.5505
EKING@BENDOREGON.GOV



KIMBERLY SCHNEIDER BRANUM, EXECUTIVE DIRECTOR
PROSPER PORTLAND
(FORMALLY THE PORTLAND DEVELOPMENT COMMISSION)
(503) 823.3794
BRANUMK@PDC.US

3 DEVELOPMENT TEAM

DEVELOPMENT LEGAL ENTITY & FINANCIAL STATEMENTS

The proposed development legal entity is yet to be formed. Entity will be created as a single purpose LLC for the purpose of the development and ownership.

The development entity will be created upon selection of the development team by CCDC for this project. Said entity will include Shellan Rodriguez, Mark Edlen, and Dean Papé.

Please find supporting financial information on both Mr. Edlen and Mr. Papé from financial instructions noting their financial capacity and creditworthiness to deliver the proposed project.



3 DEVELOPMENT TEAM

LETTER OF CREDITWORTHINESS



ADMINISTRATIVE OFFICE
P.O. Box 2469 Pocatello, ID 83206
800.456.5067 | ICCU.COM

January 13, 2020

Kathy Wanner, Contracts Specialist
Capital City Development Corp.
121 N. 9th Street, Suite 501, Boise, ID 83702
(208) 384-4264
kwanner@ccdcb Boise.com

Ref: 1715 W Idaho RFP

To whom it may concern:

Idaho Central Credit Union is submitting this Letter of Interest in reference to the 1715 W Idaho Project RFP. ICCU has reviewed the RFP and has interest in financing this request. Dean Pape and deChase Miksis Development have a proven track record with Idaho Central Credit Union and we consider both Dean and deChase Miksis Development a preferred borrower with an excellent reputation.

Idaho Central Credit Union is happy to answer any questions you may have regarding the intent to provide financing for this project. Please do not hesitate to reach out to me at any time.

Sincerely,

A handwritten signature in black ink that reads "Matt Balch".

Matt Balch

Commercial Loan Officer

Idaho Central Credit Union

208-846-7140

3 DEVELOPMENT TEAM

LETTER OF CREDITWORTHINESS



Member FDIC. Equal Housing Lender. 

December 17, 2020

Capital City Development Corporation
121 N. 9th Street #501
Boise, ID 83702

RE: 1715 W Idaho Street - Request for Proposal

To whom it may concern:

First Interstate Bank has had the pleasure of working with Dean Pape on three projects in the Treasure Valley with combined loans in excess of \$34MM. The projects include an 81-unit multifamily project, a 546 unit parking garage, and a 114 unit mixed-use multifamily project. The projects that have received their Certificate of Occupancy were completed on time, within budget, and the residential units were absorbed consistently with Mr. Pape's projections.

Mr. Pape has completed the following:

- Coordinated with the architect, engineers, and general contractor to design a structure that has added to the character and livability of Boise's downtown corridor in accordance with the urban renewal district's strategic plan.
- Successfully coordinated the acquisition and consolidation of land from the urban renewal district. The acquisitions included conditions, timelines, and provisions requiring timely action by the development team and the lender.
- The projects were completed on time and under budget.

We have reviewed the RFP submittal and given the developer's demonstrated track record of delivering projects on-time and within budget and Dean's personal financial creditworthiness we are interested in participating in the project financing. The terms of the financing proposal will include a construction/development loan followed by a bridge loan to allow for project absorption. A permanent financing option will be provided upon project absorption.

First Interstate Bank looks forward to partnering with Dean on the project.

Sincerely,

Doug Ward

Doug Ward, Commercial Group Manager
First Interstate Bank
(208) 319-2409
doug.ward@fib.com

3 DEVELOPMENT TEAM

LETTER OF CREDITWORTHINESS



December 14, 2020

Kathy Wanner
Contracts Specialist
Capital City Development Corp.
121 N. 9th Street
Suite 501
Boise, ID 83702

Re: Edlen & Co.'s Proposed Apartment Complex Development of 1715 W. Idaho,
Boise, ID – CCDC

To Whom It May Concern:

PNC Bank has had a relationship with Edlen and Co., formerly known as Gerding Edlen Development Company, for over a decade. PNC has provided Gerding Edlen acquisition, construction loans and lines of credit for a variety of mixed use and multi-family projects throughout the United States totaling in excess of \$300 million.

PNC Bank has had excellent experience with Edlen & Co. in underwriting, closing, servicing and compliance administration of the loans PNC has made to Edlen & Co.

Edlen & Co. would be an excellent and credit-worthy development partner with the City of Boise's CCDC in developing an apartment complex on the 1715 W. Idaho site.

Sincerely,

Tyler Lowry
SVP – Market Manager
PNC Real Estate Banking
Tyler.lowry@pnc.com
415-733-1564

4 TEAM PORTFOLIO



+

DECHASE
MIKSIS

+

EDLEN & CO.

+

PIVOT NORTH
architecture

+

AXIOM

+

VISSEY BUILDING



ASH + RIVER WORKFORCE HOUSING

BOISE, IDAHO

DETAILS: 34-Unit Mixed-Use Workforce Housing
47,000 Gross Sq Ft
500 Sq Ft Retail
Covered Parking
Public-Private Partnership with CCDC
Urban Renewal
Catalyst Project
LEED Gold Certified
Completion: 2019

ARCHITECT: GGLO & Pivot North Architecture

CONTRACTOR: Visser Building Co.

Ash + River Workforce Housing was a collaboration between CCDC (with Shellan Rodriguez of SMR Development) and the Development Team. A catalyst for the emerging neighborhood, the project fronts on the Pioneer Pathway, nestled in between a City Park and the Historic Hayman House.

In response to its context, townhomes front the street and park frontages, with parking tucked between the two bays of buildings and under a small structure. Views from the public realm are of a locally inspired landscape, warm overhead soffits and quality building materials.

An incubator retail space holds the corner, fronting the Pioneer Pathway and drawing pedestrians and cyclists through the project and down toward the Boise River.



4 TEAM PORTFOLIO



THE PARCEL

MAMMOTH LAKES, CALIFORNIA

DETAILS: 580-Unit Mixed-Use Mixed-Income Housing
25 Acres
Up to 15% will serve 120-200% AMI
Public-Private Partnership
Anticipated Completion: Phase I: 2022

ARCHITECT: JK Architecture & Engineering
CONTRACTOR: Pacific West Builders

The Parcel is a 25-acre vacant site near the town center of Mammoth Lakes, a high elevation resort and ski town in the eastern Sierra Nevada. The site has been planned for affordable housing since 1991 when it was part of a land exchange between a real estate developer and the US Forest Service. Since 2007 various concepts for the site have been prepared but none have come to fruition. In 2018, after the Town completed a Community Housing Action Plan they purchased The Parcel and conducted a highly competitive RFQ for developers in the fall of 2019. SMR Development LLC was part of the successful development team with The Pacific Companies and JK Architecture & Engineering.

TPC, SMR, and JKAE are working in partnership with the Town of Mammoth Lakes and have recently received Planning Approvals for the 580 unit master plan and the site's first 81-unit affordable phase. In addition to moving successfully forward on the extensive land-use



approvals TPC, SMR, and the Town received an unprecedented, \$20 million, award in 2020 of Rural Infill Infrastructure Grant funds from the State. These funds will assist jumpstart a desperately needed affordable housing development with associated active transit improvements and public infrastructure improvements in this high-cost, mountain resort community.

4 TEAM PORTFOLIO



+



+



+



+



ATLAS MILL

COEUR D'ALENE, IDAHO

DETAILS: 170-Unit Mixed-Use Market-Rate Housing
154,765 Gross Sq Ft
27,550 Sq Ft Retail
345 Parking Stalls
Public-Private Partnership
Urban Renewal
Anticipated Completion: 2022

ARCHITECT: Pivot North Architecture

CONTRACTOR: Beniton Construction

deChase & Edlen & Co. are developing 3 different areas of the Atlas Mill Development. The project is designed as a mountain-modern waterfront community. The mixed-use buildings are connected to each other and the community through native landscape open space to provide opportunities for both visual and pedestrian connectivity to the waterfront.

Area 10 allows for housing density with three-story residential buildings containing one- and two-bedroom flats that are a fresh take on the garden style concept.

Area 12 is perfectly situated at the entrance of Atlas Mill to provide a greater mix of uses through mixed-use housing and retail and serves as a public connection to the waterfront.



Area 13 addresses three distinct site connections: the neighborhood, public park, and the river. Three buildings with two stories of flats above the first-floor retail space will provide 30 condominiums. A public courtyard will separate the three buildings and the ground floors of each building will have active storefronts to draw people in and through the development.

4 TEAM PORTFOLIO



THOMAS LOGAN

BOISE, IDAHO

DETAILS: 60-Unit Mixed-Use Affordable Housing
65,625 Gross Sq Ft
6,000 Sq Ft Retail
8,000 Sq Ft Office Space
Low-Income Housing Tax Credits
Public-Private Partnership with CCDC
Urban Renewal
Anticipated Completion: 2021

ARCHITECT: GGLO & Pivot North Architecture
CONTRACTOR: Andersen Construction

Thomas Logan at 6th & Grove St. is a 7-story, mixed-use, multi-family project providing 5 stories of residential use that sit above a concrete podium consisting of retail space on street level and office space on the second level.

The facade material is composed mostly of brick articulated throughout with different depth, corbeling, and courses. At the podium levels, vertical brick mass and 2-story-high storefront provide appropriate scale and transparency to the street experience. Along Grove street at the southeast corner, an urban courtyard with outdoor seating connects the residential lobby and retail spaces between this building and the adjacent 5th and Grove building.



4 TEAM PORTFOLIO



THE LUCY

BOISE, IDAHO

DETAILS: 109-Unit Mixed-Use, Market-Rate Housing
100,000 Gross Sq Ft
9,000 Sq Ft Retail
Urban Infill
Public-Private Partnership with CCDC
Anticipated Completion: 2021

ARCHITECT: GGLO & Pivot North Architecture
CONTRACTOR: Andersen Construction

The Lucy at 5th & Grove will deliver a unique urban mixed-use building that will fit into the existing fabric of downtown Boise by taking its design cues from the context of the immediate neighborhood.

The overall form, materials, and uses have all been derived by acknowledging the adjacent Old Boise neighborhood, the pedestrian friendly nature of the Basque Block, as well as the City of Boise's desire to provide more density to the downtown core. Given the amount of frontage along Grove Street, the mass of the building is broken down into two proud brick volumes joined by a secondary stucco rendered element that highlights the residential entry to the building.



4 TEAM PORTFOLIO



THE GIBSON

BOISE, IDAHO

DETAILS: 81-Unit Mixed-Use Market-Rate Housing
98,530 Gross Sq Ft
3,000 Sq Ft Retail
Underground Parking
Boise's First Public Pocket Park
Public-Private Partnership with CCDC
Completion: 2018

ARCHITECT: Hummel Architects

CONTRACTOR: ESI

This multi-family development fits respectfully within the context of the historically-rich and distinct Old Boise commercial district. Surrounded by blocks with a diversity of architectural styles, the design of The Gibson seamlessly integrates with complimentary architecture and pedestrian-scale massing consistent with the district.

In alignment with Boise's planning goals, The Gibson's parking is all underground or within the alley. This allows the project to make use of its key corners where retail can encourage visitors and residents to gather and create community. Additionally, deChase worked with the city's Parks Department to implement Boise's first public pocket park complete with bocce ball courts and greenspace.

SMR DEVELOPMENT + DECHASE MIKSIS + EDLEN & COMPANY



4 TEAM PORTFOLIO

EDLEN & CO.



38 DAVIS

PORTLAND, OREGON

DETAILS: 65-Unit Mixed-Use Middle-Income Housing
136,000 Gross Sq Ft
5,400 Sq Ft Retail
80,000 Sq Ft Office Space
Graywater Treatment System
Solar Hot Water System
Public-Private Partnership
Urban Renewal
LEED Gold Certified
Completion: 2016

ARCHITECT: Ankrom Moisan Architects

CONTRACTOR: Andersen Construction

Located in Portland's Old Town/Chinatown neighborhood, 38 Davis contains dynamic office space, middle-income housing, and higher education classrooms for the University of Oregon's Sports Product Management and Executive MBA programs. The L shape structure has a historical façade that integrates well into the neighborhood while the interior has a more modern feel which lends itself to a multitude of uses. Retail and the University of Oregon's classrooms sit on the first floor, followed by three floors of office space, and finished off with two floors of apartments, more than half of which are affordable at 80% to 100% of area median income.



38 Davis achieved LEED v. 4 Gold certification, through sustainability elements such as a greywater treatment system whereby greywater generated by the residents is treated and then used for toilet flushing on the office floors, and a solar hot water system.

4 TEAM PORTFOLIO

EDLEN & CO.



THE NICK FISH

PORTLAND, OREGON

DETAILS: 75-Unit Mixed-Use Affordable Housing
84,554 Gross Sq Ft
10,242 Sq Ft Retail
53 Parking Stalls
New Market Tax Credits
Low-Income Housing Tax Credits
Public-Private Partnership
LEED Gold Anticipated
Anticipated Completion: March 2021

ARCHITECT: Holst Architecture

CONTRACTOR: LMC Construction

Named after the well-respected Portland City Council member who passed away in early 2020, after a battle with cancer, The Nick Fish is a mixed-use development located in the Gateway district of Portland. The building is immediately adjacent to Gateway Discovery Park. The development, a partnership between Human Solutions and Edlen & Company consists of mixed-income housing, office space for Human Solutions, and ground floor commercial retail owned and managed



by Prosper Portland, Portland's urban renewal agency. The retail space will be targeted to small local businesses owned by black, indigenous, and people of color. The 75 rental apartment units include 52 affordable units for households earning between 30% and 60% AMI and 23 market-rate units. The Nick Fish features sustainability elements such as a rainwater management system, an extensive green roof, and 94 long term bicycle parking spaces combined with a proximity to transit to encourage alternative forms of transportation.

4 TEAM PORTFOLIO

EDLEN & CO.



LIFE WORKS NW

PORTLAND, OREGON

DETAILS: 32-Unit Affordable Housing
34 Treatment Beds
62,800 Gross Sq Ft
New Market Tax Credits
Low-Income Housing Tax Credits
Public-Private Partnership
Urban Renewal
LEED Platinum Certified
Completion: 2014

ARCHITECT: Holst Architecture
CONTRACTOR: Walsh Construction

The Life Works NW Center for Hope & Recovery and Home Forward's Beech Street Apartments are co-located in a center that provides a residential drug and alcohol treatment program, permanent substance-free family housing, and a supportive broader community. The Center for Hope & Recovery is the home of Project Network: a program of Life Works NW that serves predominantly African American women and children in a best-in-class treatment facility dedicated to moving women and their children from a life challenged by addiction and mental illness to productive family lives in recovery. The Beech Street Apartments provide affordable, substance-free family housing where graduates of the Project Network program can sustain the success of their treatment.



4 TEAM PORTFOLIO

EDLEN & CO.



BEATRICE MORROW

PORTLAND, OREGON

DETAILS: 80-Unit Mixed-Use Affordable Housing
87,900 Gross Sq Ft
5,600 Sq Ft Retail
Public-Private Partnership
Low-Income Housing Tax Credits
LEED Gold Certified
Completion: 2018

ARCHITECT: Carleton Hart Architects

CONTRACTOR: Colas Construction

Named after Beatrice Morrow Cannady the renowned civil rights advocate, this project is a partnership with Portland Community Reinvestment, Inc., a nonprofit that serves Portland's historically Black neighborhoods. Both the architect and general contractor are minority-owned firms and over 50% of the construction work was completed by MWESB certified firms. The project includes 80 units affordable to households at or below 60% AMI.



In recognition of the area's history of displacement due to new development and gentrification, current and former residents of the community receive preference for the housing units. The project includes a community gathering space that is available to the public as well as residents, indoor bike parking, an outdoor play area, and laundry on each floor.

5 PROJECT SUMMARY

The project site is located in the vibrant West-Downtown Neighborhood and offers close proximity to all downtown Boise has to offer as well as employers and basic services. This is an **ideal location for high-quality workforce housing**. The project proposes a unique opportunity to expand affordable infill housing while re-developing vacant and underutilized sites in CCDC's URD. Quality access to housing, coupled with transit, such as is found at 1715 W. Idaho enables residents to use more of their income for things such as healthcare, childcare, healthy food, and entertainment. This is the backbone of the local economy.

The project incorporates the **CCDC-owned site, as well as the adjacent parcels** to the east and west. To the west is a surface parking owned by New Life Apostolic Church, with \$0 value in property taxes and increment. The Church has agreed to a Letter of Interest (LOI) proposing to trade their parking lot for the parcel adjacent to their building on Main Street which is currently owned by Rock Hard Granite. Our team has the **Rock Hard Granite site under contract**. The L-shaped parcel to the East of the CCDC-owned site includes a vacant house which is owned by Creamer Heating & Conditioning Inc. The Owner has expressed interest in our offer to purchase. **The properties along Main Street are ripe for redevelopment as a future phase.**

RESIDENTIAL UNITS

The 2- and 3-story building located primarily on the CCDC site introduces **45 much-needed new workforce residences** thus addressing the need for a diversity of housing stock and missing middle housing in prime locations. Consisting of studios, 1-bedroom, and 2-bedroom unit types, the unit sizes range from 450 – 816 square feet. Approximately 44 residential parking stalls are proposed, 13 of which are located on-street (off-site), with an additional 31 stalls on-site with alley access, including the accessible parking spaces. All units will be universally designed to provide easy access to residents of all ages, whereas the entire first floor of units will be ADA accessible.



NEIGHBORHOOD PLAN

"West Downtown has long been a place where people and businesses lived in close proximity, and a transportation gateway to the city through the railway, automobiles, and horses; where residences have been a mix of single families and apartments providing affordable options for downtown workers."

- West Downtown Neighborhood Plan (2019),
Nicole Windsor, WDNA President

PROPOSED RENTS

The development team has a keen understanding of what it takes to develop, construct and manage deed-restricted apartments and can assist in providing sample deed covenants to achieve the Agency's goals as stated in the RFQ/P. It proposes a variety of **rents averaging at 100% AMI**. Thus, some homes will rent at under 80% of AMI furthermore **the development team is committed to working with CATCH** to serve a small percentage of families facing homelessness (many due to domestic violence) and the Boise City/ Ada County Housing Authority to actively and affirmatively market to their clients, many of whom are below 80% AMI. Whereas other units may rent up to 120% of the AMI. The aim is to maintain an average of 100% AMI or below for the development as a whole through 2030 as required. **The development will not allow short term or nightly rentals and will have a standard 12-month lease term.**

OFF-SITE IMPROVEMENTS

Both the streetscapes and the alley would be improved with the Agency's financial support. The improvements within the ROW would conform to the established streetscape guidelines and include ample bike racks, lighting, and other street furnishings. Thoughtful design and consideration is given to **improving and enhancing the pedestrian and bicycle experiences** for residents but also for the neighborhood as a whole. Due to its width, Idaho Street is a prime location to include some sustainable "green street" best practices, including using planter areas as bioretention swales to filter pollutants before draining into the Boise River. This **element beautifies the neighborhood and creates urban habitat by attracting birds and pollinating insects**, both are cornerstones of sustainable site development and assist in achieving the project's LEED goals and overall sustainability objectives.

5 PROJECT SUMMARY

ON-SITE IMPROVEMENTS & AMENITIES

On-site landscaping incorporates raised planters which are designed to complement the project's architecture while **framing the main entry** and defining each ground floor unit entrance. Groupings of soft grasses, low-growing shrubs, and intentionally placed trees soften the building facade by creating undulating patterns.

The building incorporates a courtyard - providing a **lively corner at 18th and Idaho Street**. Benches throughout serve to engage the neighborhood by creating opportunities for groups or individuals to take their living room outside and visit with their neighbors. Additionally, the yard will **provide a place to play and picnic while engaging with neighbors** and adding greenspace. This area can be programmed to incorporate smores in the winter and outdoor films in the summer. The main entry is purposefully prominent to encourage its use. The building is oriented to **maximize views** of the foothills and downtown skyline while also providing storage areas for residents. Units include open floor plans, energy-efficient appliances, and durable materials to decrease utility costs for residents.

The building's architectural style offers a modern yet timeless aesthetic with historical nods to represent the transitional and **eclectic nature of the West Downtown neighborhood**. The project envisions two distinct but related elevation languages to visually break the buildings' massing. Articulation along Idaho Street with the stepped down corners breaks the scale of the building and creates a townhome feel similar to area properties. Anchoring the corner, 2-story brick and metal cladding recall the historical and industrial aesthetic of nearby legacy structures while the exterior plaster is contemporary and highly durable, again meeting the project's overall sustainability goals.

FINANCIAL ASSISTANCE / PARTICIPATION

The development team will rely on the re-use appraisal to determine the final land costs. The preliminary development budget assumes a well-below market land cost of the CCDC site, and the development team expects to pay fair market value for the adjacent properties in order to bring a larger, more catalytic, vision to fruition. Any required public improvements along Idaho Street, 18th, and the alley will be requested as reimbursement from CCDC as allowed. Lastly, and most importantly, the development would rely on CCDC as a partner in obtaining land use entitlements and in the public outreach process to ensure success.

LOCAL HOUSING GOALS

MIDDLE-INCOME & PUBLIC-PRIVATE PARTNERSHIP INITIATIVE

This development will primarily serve households earning between 80-120% of the area median income as stated in the RFP, although the goal is to average the building's rents at 100% AMI to serve one or two families under 80% AMI. Realizing this is a unique public/ private partnership the developer aims to deed restrict 100% of the apartments until at least 2030. Because of the team's experience they can provide various templates to adjust to meet the Agency's goals.



CITY OF BOISE - GROW OUR HOUSING:

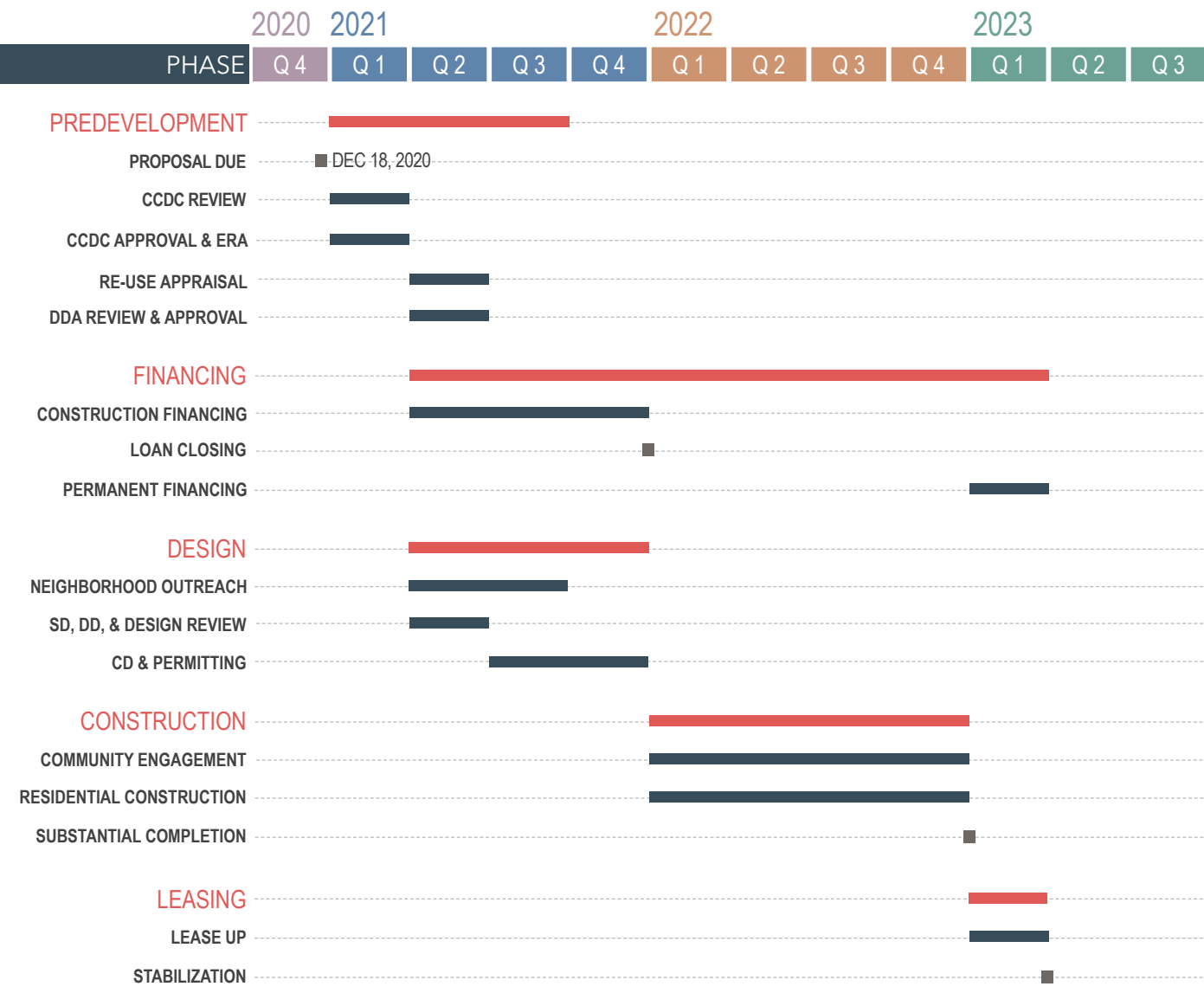
This development assists the City of Boise's Grow our Housing goal to create 500 units by 2024 using the Housing Incentive Program and would help meet the need of at least 1,000 units needed per year.



A HOME FOR EVERYONE - ENDING FAMILY HOMELESSNESS:

Additionally, the Development team has coordinated with CATCH, a local nonprofit, to offer apartments to CATCH voucher families in order to maintain a diversity of housing types and residents. The intent, as described in attached Letters of Support, is to work with local organizations including CATCH and the Boise City/ Ada County Housing Authority to serve some household that may fall below the 80% AMI based on ability to access rent subsidies.

7 DEVELOPMENT TIMELINE



8 GREEN BUILDING CERTIFICATION

COMMITMENT TO SUSTAINABILITY

The development team is committed to meeting the goals of The City of Boise's Green Construction Code or its equivalent. The team typically commits to certifying all of our residential buildings using the US Green Building Council's LEED Program and we are comfortable working within those strict sustainability standards.

The Completed Green Building Certification Form is below.

To: Capital City Development Corporation
(CCDC) RFQ/P for a Housing Development,
Re: 1715 W. Idaho Street, Boise, Idaho

My signature below legally binds this development known as 1715 W. Idaho Street to meet or exceed the Boise City Green Construction Code, Boise City Code, Title 4, Chapter 7 (the "Code"). Or in the event the Code does not pertain to the construction type, the developer will obtain written confirmation from a Boise City Building Official that the project meets or exceeds the intent of the Code. By my signature below, I acknowledge for myself and the developer / company that this condition is a requirement of submission of the RFQ/P and that it is a condition that must be satisfied in order to receive any benefit of the RFQ/P, including a site write down.

Signature: _____



Print Name: Shellan M. Rodriguez

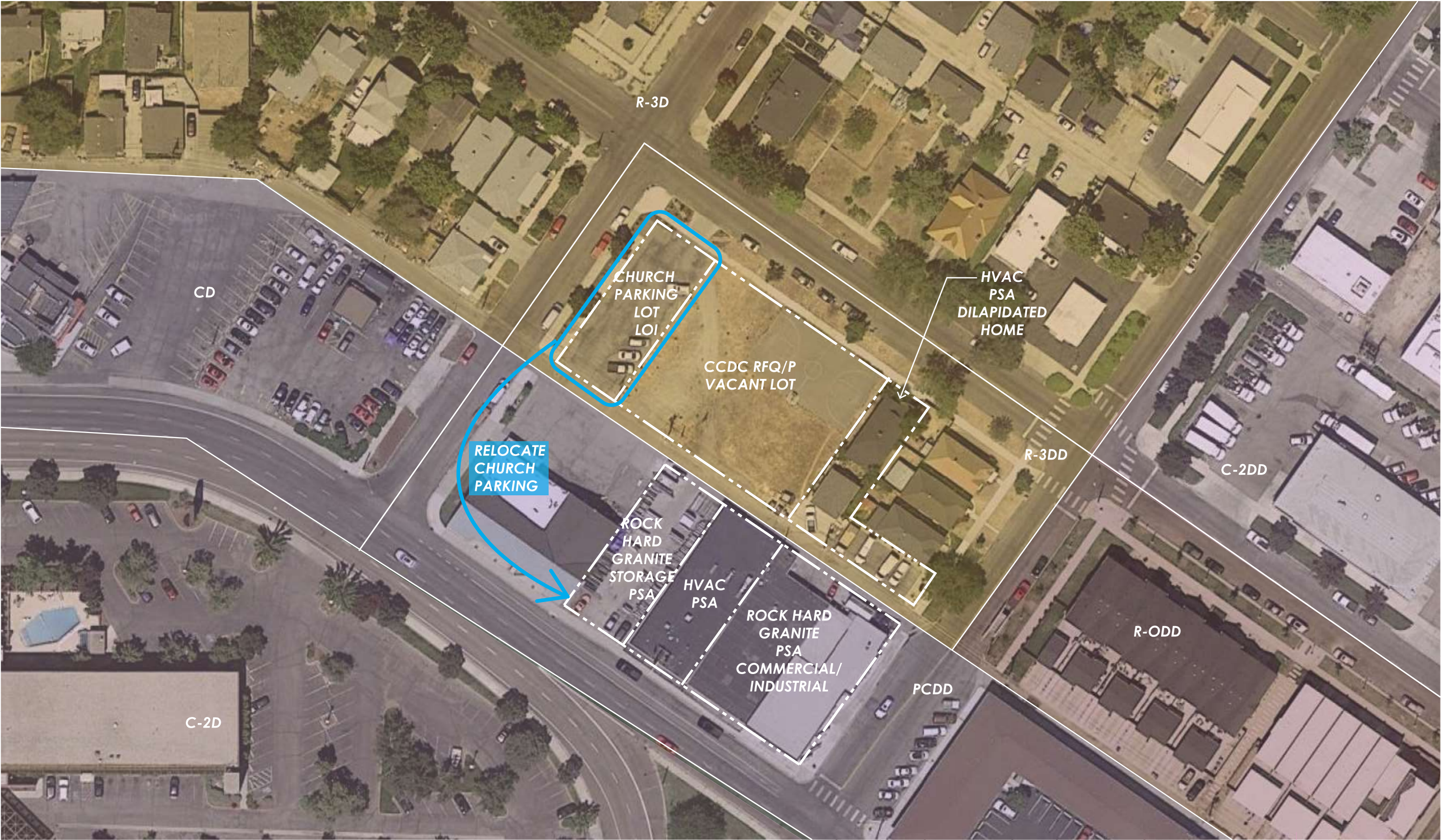
Title: Owner/ CEO

Developer / Company: SMR Development LLC

Date: 12/17/2020

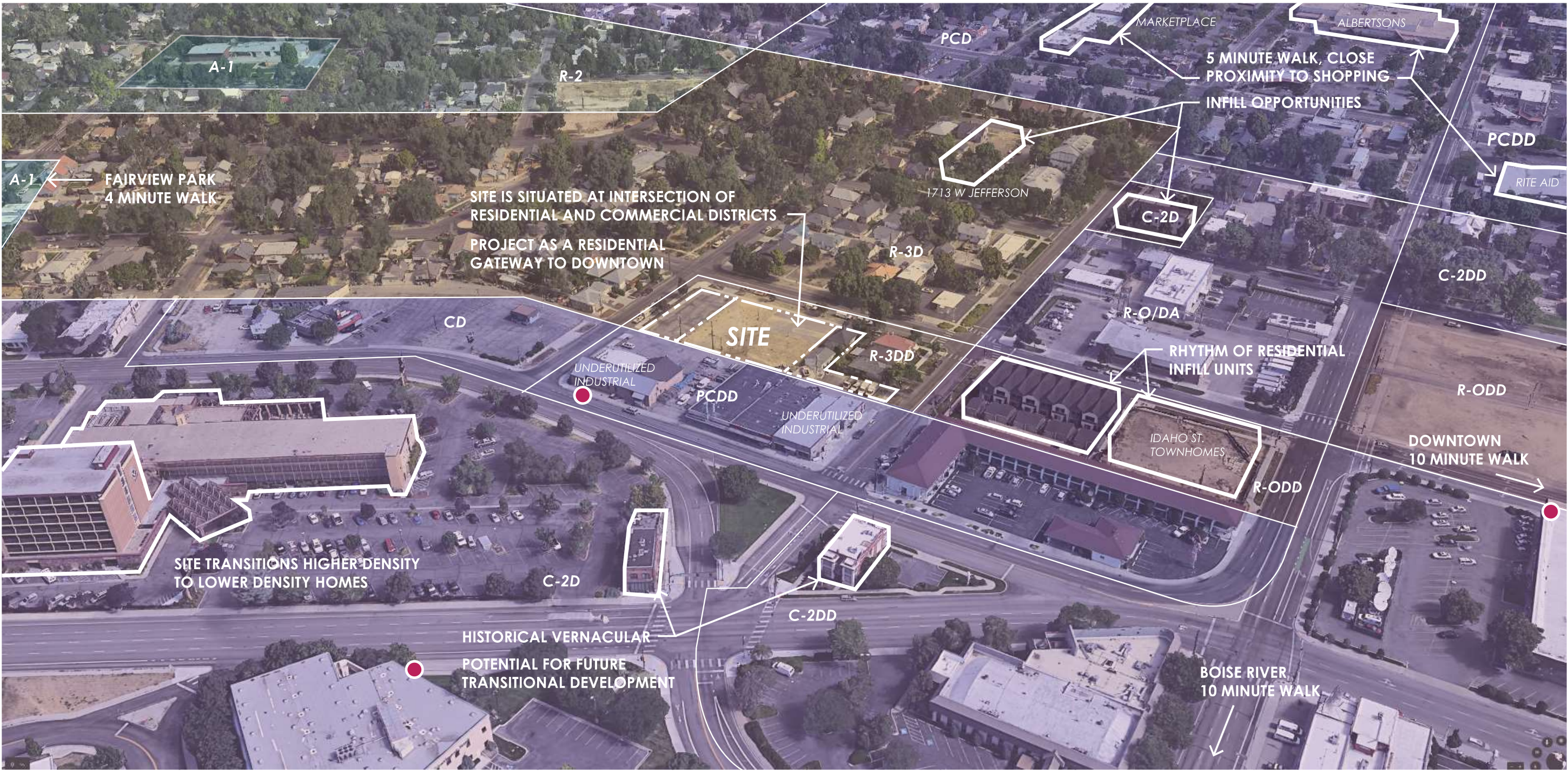
9 PROJECT DRAWINGS

SITE CONTEXT MAP - REAL ESTATE



9 PROJECT DRAWINGS

SITE CONTEXT MAP - EXISTING ZONING / SITE OPPORTUNITIES



● LOCATION OF BUS STOP

9 PROJECT DRAWINGS

GROUND-LEVEL PERSPECTIVE LOOKING TO IDAHO STREET



PIVOT NORTH
CREATIVES

9 PROJECT DRAWINGS

SITE CONCEPTS



WEST DOWNTOWN NEIGHBORHOOD COMMUNITY GOALS

WORKFORCE **PARKS** **PRESERVATION**
REVITALIZE **SAFETY** **INFILL** **PATHS** **COMMUNITY**
URBAN **BALANCE** **DENSITY** **BUFFER** **DIVERSITY**
AFFORDABLE **TRANSITION** **WALKABILITY** **CATALYST**

9 PROJECT DRAWINGS

GROUND-LEVEL VIEW TO CORNER PLAZA



9 PROJECT DRAWINGS

SITE CONCEPTS

RICH VARIETY OF TEXTURES



DURABLE, HIGH-QUALITY MATERIALS



COMMUNITY ART ENGAGEMENT



CONTINUE RICH APPLICATION OF ART

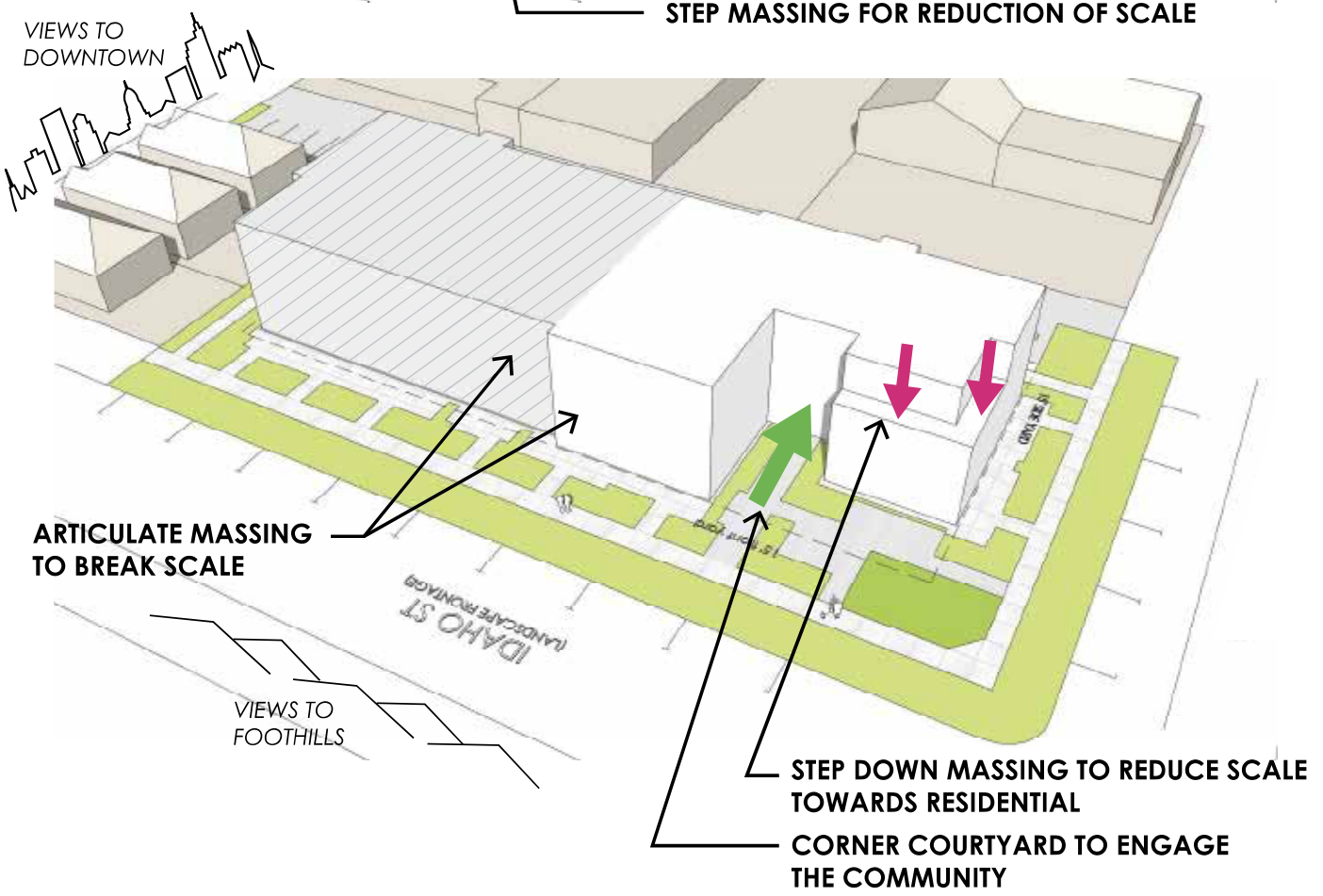
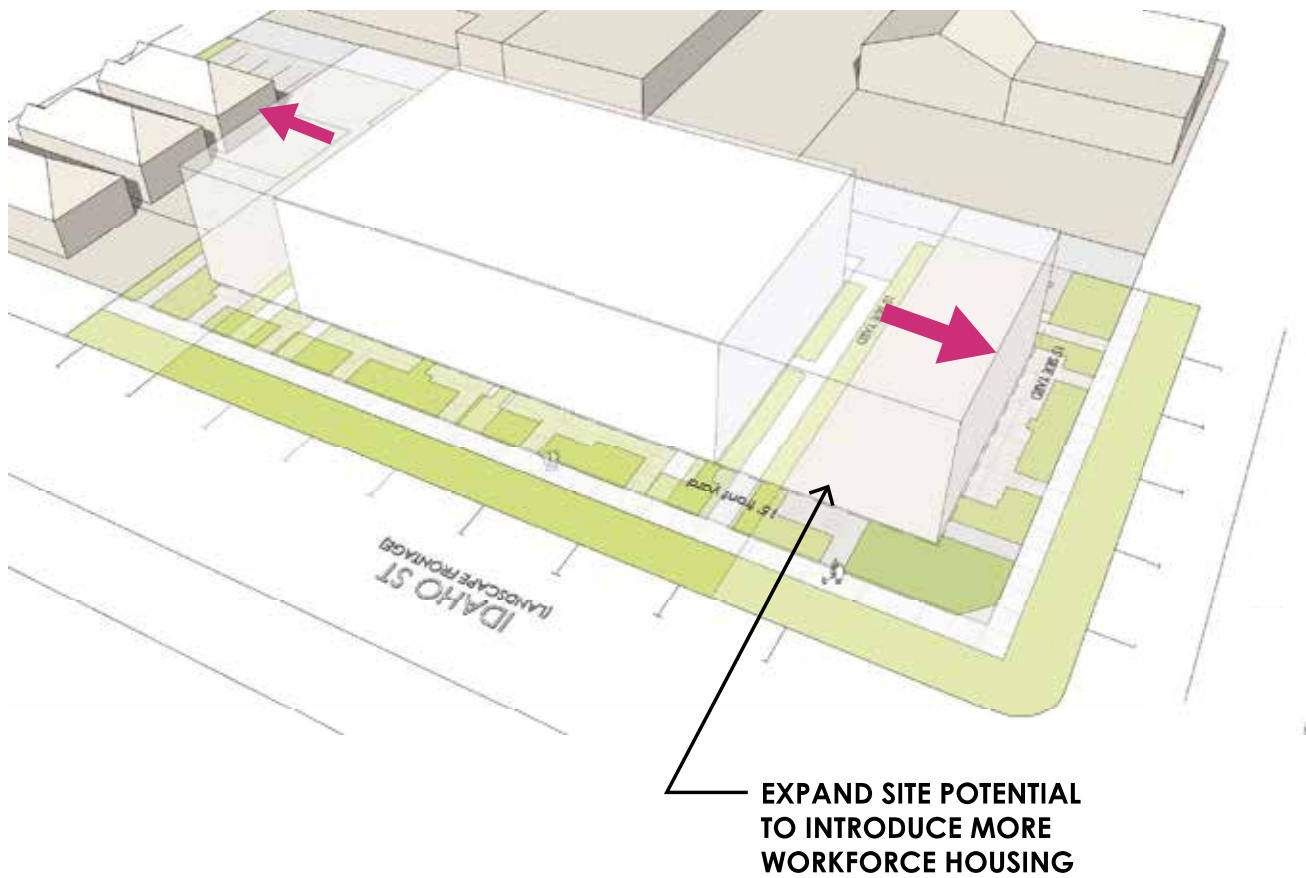
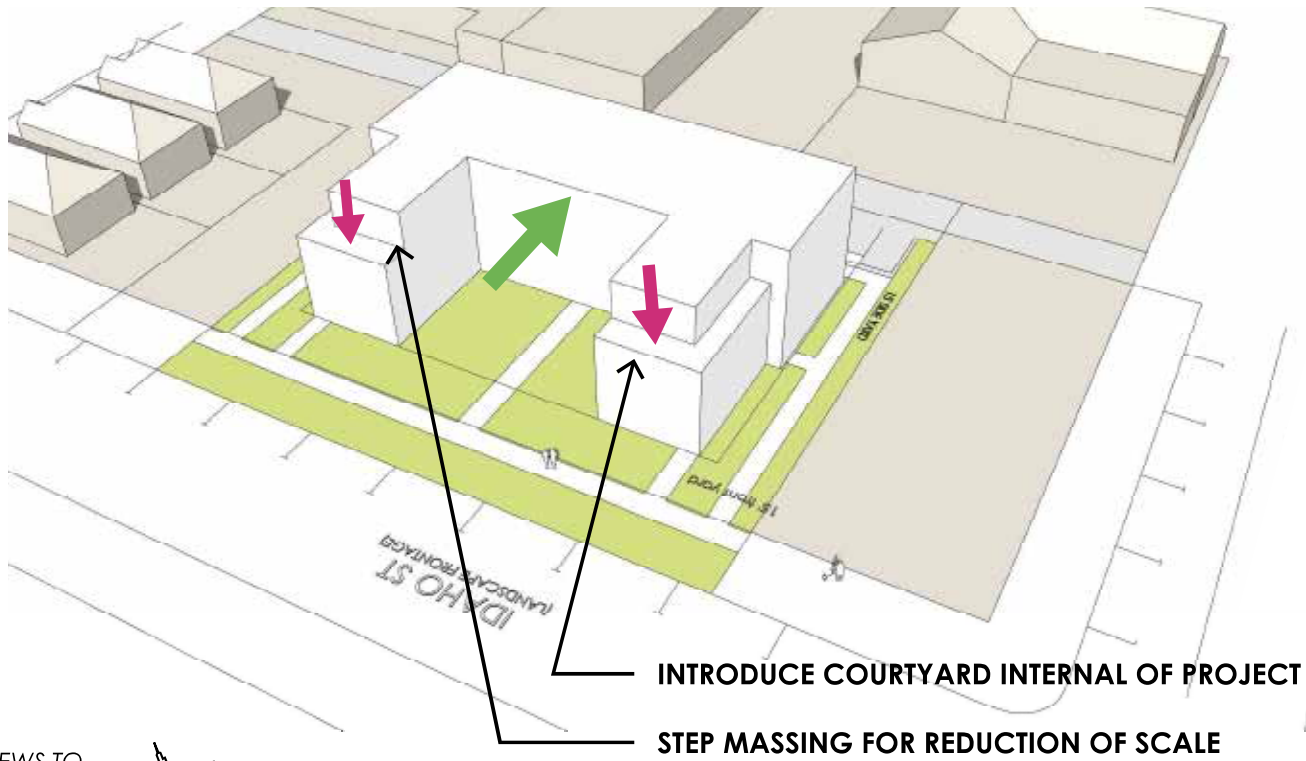
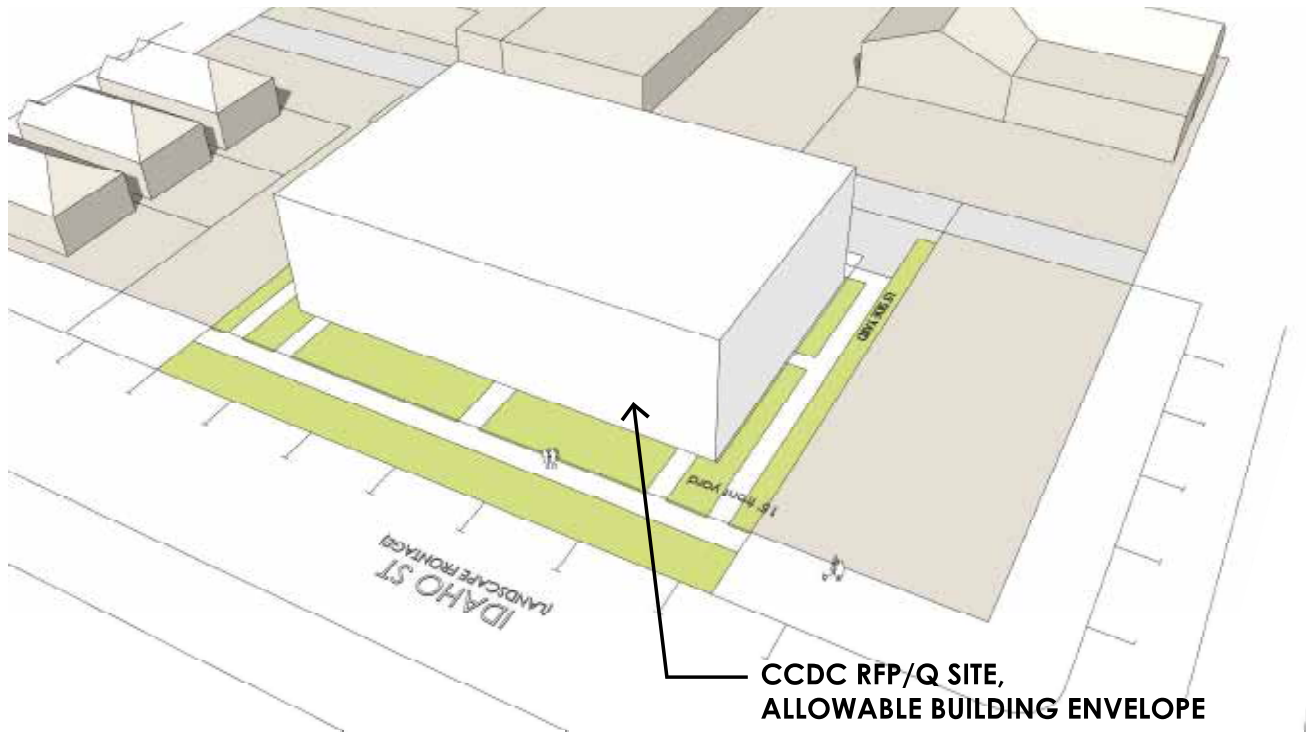
9 PROJECT DRAWINGS

CONCEPT SITE PLAN



9 PROJECT DRAWINGS

SITE CONCEPTS



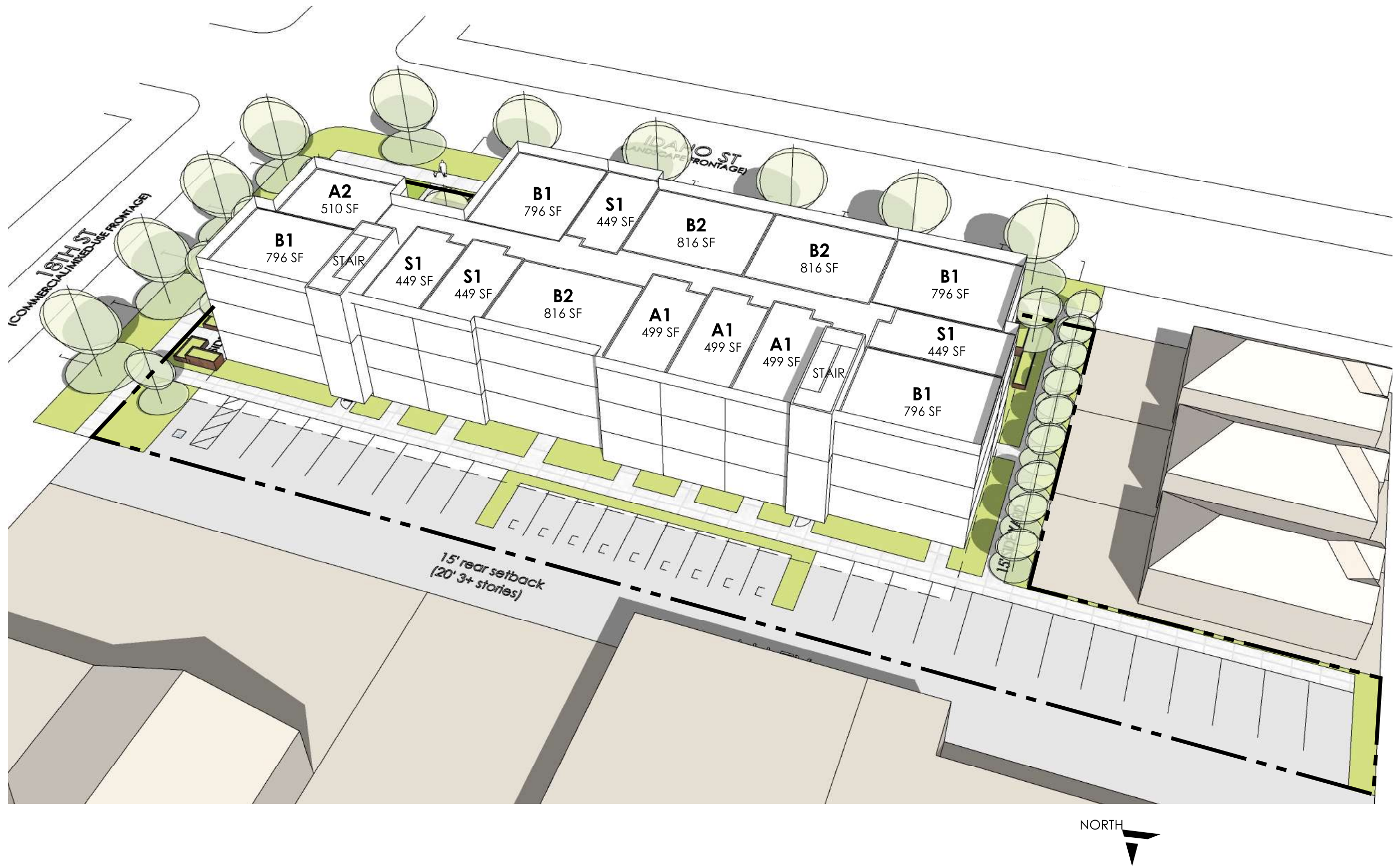
9 PROJECT DRAWINGS

LEVEL 1 - AERIAL VIEW LOOKING NORTH



9 PROJECT DRAWINGS

OVERALL - AERIAL VIEW LOOKING NORTH



9 PROJECT DRAWINGS

PROJECT DETAILS

1715 W. Idaho St.

Boise, ID

Zoning Summary:

Site Area: 29,700 sf
0.682 AC

Current:

Current Zoning: R-3DD

Max. Density: n/a per bonus density

Max. Height: 45'

Yards Required:

Front: 15' per 11-06-03.2.B
Side Street: 15'
Side Int: 15'
Rear: 15' 1-2 stories, 20' 3+ stories

Proposed:

Proposed Zoning: R-3DD (no change)

Proposed Density: 66.0 du/AC

Proposed Height: +/-35'

Yards Proposed:

Front: 15'
Side Street: 15'
Side Int.: 15'
Rear: 20' min.

Gross SF Data:

	Flr.-to-Flr. Height:	Bldg. GSF	Bldg. Net SF	Eff. #	# Unit per floor
Level 1:	10'-1 1/2"	12,067	9,721	81%	15
Level 2:	10'-1 1/2"	12,067	9,721	81%	15
Level 3:	10'-1 1/2"	11,563	9,435	82%	15
Roof:	4'-6"				
Total:	35'	35,697	28,877	81%	45

**Note: Data represents preliminary net unit sizes and unit mix, subject to update as more information is known

Pivot North Architects

12/18/2020

Unit Summary:

	#	NSF*	DECK	NSF + DECK	SUBTOTAL	%
S1	12	449	0	449		
Subtotal Studio	12	449			5,388	26.7%
A1	9	499	0	499		
A2	1	510	0	510		
Subtotal 1- bed	10	500			5,001	22.2%
B1	14	796	0	796		
B2	9	816	0	816		
Subtotal 2- bed	23	804			18,488	51.1%
TOTAL:	45	642 ave.			28,877	SF

*Note: Data taken to inside face of exterior / corridor /partii walls

Parking Summary:

Parking Required:				Parking Proposed:	
	#	ratio	total		total
Studio	12	1	12	Standard:	21
1-bed	10	1	10	Compact:	9
2-bed	23	1	23	HC:	1
Guest	45	1/10	5	Parallel On-Street:	13
Total Required:			50		
Total Required @20% reduction:			40	Total Proposed:	44

EXHIBIT A - LETTER OF SUPPORT



503 Americana Blvd.
Boise, ID 83702
Phone: 208-246-8830
Fax #: 208-246-8845
www.catchidaho.org

November 30, 2020

SMR Development
520 W. Idaho Street
Boise, ID 83702

Re: Support for Proposed Housing Development at 1715 W. Idaho Street

Dear Shellan,

It is our understanding that your firm is responding to an RFQ/P for an infill and primarily workforce housing development near downtown Boise. I would like to express CATCH's support for your proposal and, as such, feel free to include this letter of support in your submittal as you use fit.

SMR Development has a robust understanding of the challenges our community faces in providing high quality infill housing to households at low- and moderate-income levels in this time of unprecedented growth. I know through your personal work with CATCH, the BC/AC Housing Authority and your team members experience creating rent restricted units you care deeply and generally understand some of the challenges our families face. I commend CCDC for encouraging the development of housing for these families in our community, particularly those below 100% of the area median income.

I look forward to working with SMR Development and her development team in marketing some of the units at 1715 W. Idaho to families CATCH serves. We will work particularly with those clients that will benefit from living in an urban area, close to jobs and services and thus decreasing their household transportation costs. Some of our clients may either have adequate income or through CATCH have access to rental assistance. Although the assistance is not generally equivalent to the ever-increasing current market rents the assistance will help your project maintain income while keeping a family out of homelessness.

Thank you for SMR's and DeChase Miksis's willingness to reach out and consider our clients as future residents. We aim to see more housing developers do this as it is the only way we can meet our goal of continuing the fight to end family homelessness in Boise.

Good luck with the RFQ/P submittal and we look forward to working with you.

Sincerely,



EXHIBIT B - FINANCING SOURCES & DEVELOPMENT BUDGET

The CCDC spreadsheets with a complete development budget and a proposed list of financing sources are attached as a separate Excel document as requested.

In summary, the total development costs are just below \$10.7 million. Within that budget, the land is just over \$1.0 million and includes \$605,000 as the value of the CCDC-owned property with just over \$400,000 as the value of the Church's parking lot to the west and the boarded-up single-family home to the east. This is based on the square foot value of those properties. Axiom and Visser Construction helped determine costs of fill based on the soils report provided, on and off-site work, and hard construction costs. Our soft costs and contingencies are indicative of our most relevant recent projects.

EXHIBIT C - CCDC PRIORITIES

CCDC PRIORITIES	HOW OUR PROPOSAL MEETS THESE PRIORITIES
NEIGHBORHOOD DESIGN & CONTEXT	<p>Unique/ Eclectic Design - "West Downtown is home to a seven-story modernist tower (the Red Lion Hotel), conventional townhomes, and mid-rise affordable housing stock." -West Downtown Neighborhood Plan.</p> <p>The neighborhood is diverse.</p> <ul style="list-style-type: none"> • A "front yard" feel = neighborly interaction • Pet and pedestrian-friendly • Coordinated with neighbors (Church, HVAC, Rock Hard Granite) • Introduction to West Downtown Neighborhood Association meeting on December 17, 2020
CATALYST POTENTIAL	<p>Redevelop the adjacent parking lot and dilapidated residence next door. The development team would own the HVAC and Rock Hard Granite Properties on Main Street near Main and 17th Street. This is a likely future development opportunity.</p>
INVESTMENT	<p>\$10.7 million in total development costs, invested in the Urban Renewal District. Current Assessments of neighboring properties are extremely low or nothing.</p>
DEVELOPMENT SCHEDULE	<p>Groundbreaking in late 2021 is conservative. We have some creative ideas as to how to speed this up that we look forward to discussing.</p>
SUSTAINABILITY	<p>Commitment to LEED Certification and/or Boise's Green Building Code as required.</p>
LOCAL PARTNERSHIPS & LOCAL WORKFORCE	<p>Our team lives, works, and plays in Boise! Most of our offices are in CCDCs URD's too!</p>

SUPPLEMENTAL INFORMATION



January 14, 2021

Capital City Development Corp.
Attn: Brady Shinn, Project Manager
121 9th St, Suite 501
Boise, ID 83702

VIA EMAIL: bshinn@ccdcboise.com

**RE: 17th and Idaho RFP
Additional Information**

Dear Mr. Shinn,

Thank you for the opportunity to propose on the above referenced RFP. Enclosed please find additional information regarding our proposal as has been requested.

- **Attachment 1:** Summary of Commissioner's questions and documentation to address our answers.

As per questions from Commissioner McClean with a follow up from Chair Zuckerman as well as a later question from Commissioner Hurd, we have included a massing and rendering of the apartment building without the "L-Shaped" property within Attachment 3. This includes approximately 36-units. The decrease in units is driven almost entirely by a decrease of efficient parking, meaning additional units could be achieved if parking requirements were decreased.

- **Attachment 2:** Current Property Ownership / Site Control Plan. This is an illustration of existing property ownership surrounding CCDC's parcel and which property our team currently has under our control.
- **Attachment 3:** Applicable Purchase & Sale Agreements and Letters from surrounding owners.
 - Purchase and Sale agreement for Parcel "A" and "A-2" with RHG Holdings, LLC.
 - Letter of Intent for Parcel "C" - Parking Swap Agreement with New Life Apostolic Church, Inc. allowing SMR to redevelop the Church's existing parking lot.
 - The offer provided to Robin Cox, Creamer Heating & Cooling. Mr. Cox has verbally committed to selling his parcels to the entity that is successful with CCDCs parcel.

The proposal we submitted on 12/18/2020 incorporated both the church parking lot and the vacant home on the L-Shaped lot because we believe we will gain control of the area if we are able to move forward with CCDC.

Our project assumed a mix of incomes and rental rates ranging from 60% up to 120% AMI rents in order to, “increase the economic diversity of housing choices in this neighborhood” and “to represent those underserved economic demographics” described on page 2 of the RFQ/P. We look forward to discussing ways in which we can meet the needs of the Agency in this regard as there is, of course, flexibility to best meet the Agency’s goals.

Please review the attached and contact Shellan at 406.531.0401 or shellan@smrdevelopment.com.

Thank you very much for your hard work on this exciting project and we certainly hope we have the opportunity to work together.

Sincerely,

A handwritten signature in purple ink, reading "Shellan M. Rodriguez".

Shellan M. Rodriguez

SMR Development, LLC

Enclosures

Cc: Mark Edlen, Dean Pape

ATTACHMENT 1:

Summary of Commissioner's Questions and Answers

- 1- What would happen if the L-shaped property is not available?

Answer:

Upon a quick review approximately 36 units could be built. The decrease from 45 units is illustrated on the following pages driven almost entirely by a decrease of efficient parking, meaning additional units could be achieved if parking requirements were decreased.

- 2- What Materials are proposed to the east along Idaho Street, the area in white?

Answer:

Please see updated rendering with different paint colors along Idaho. The building is envisioned to include brick, metal cladding, cementitious board, and or exterior plaster.

- 3- What is the team's vision for the adjacent properties on Main Street, including the Rock Hard Granite site.

Answer:

Mixed of uses, retail and residential with perhaps some office. It would be a denser development given its Commercial zoning. See massing studies attached.

SEE ATTACHED.



SMR
DEVELOPMENT

+

CHASE
MIKSI

+

EDLEN & CO.

EDLEN KRAGE SHERMAN
IMPACT REAL ESTATE

+

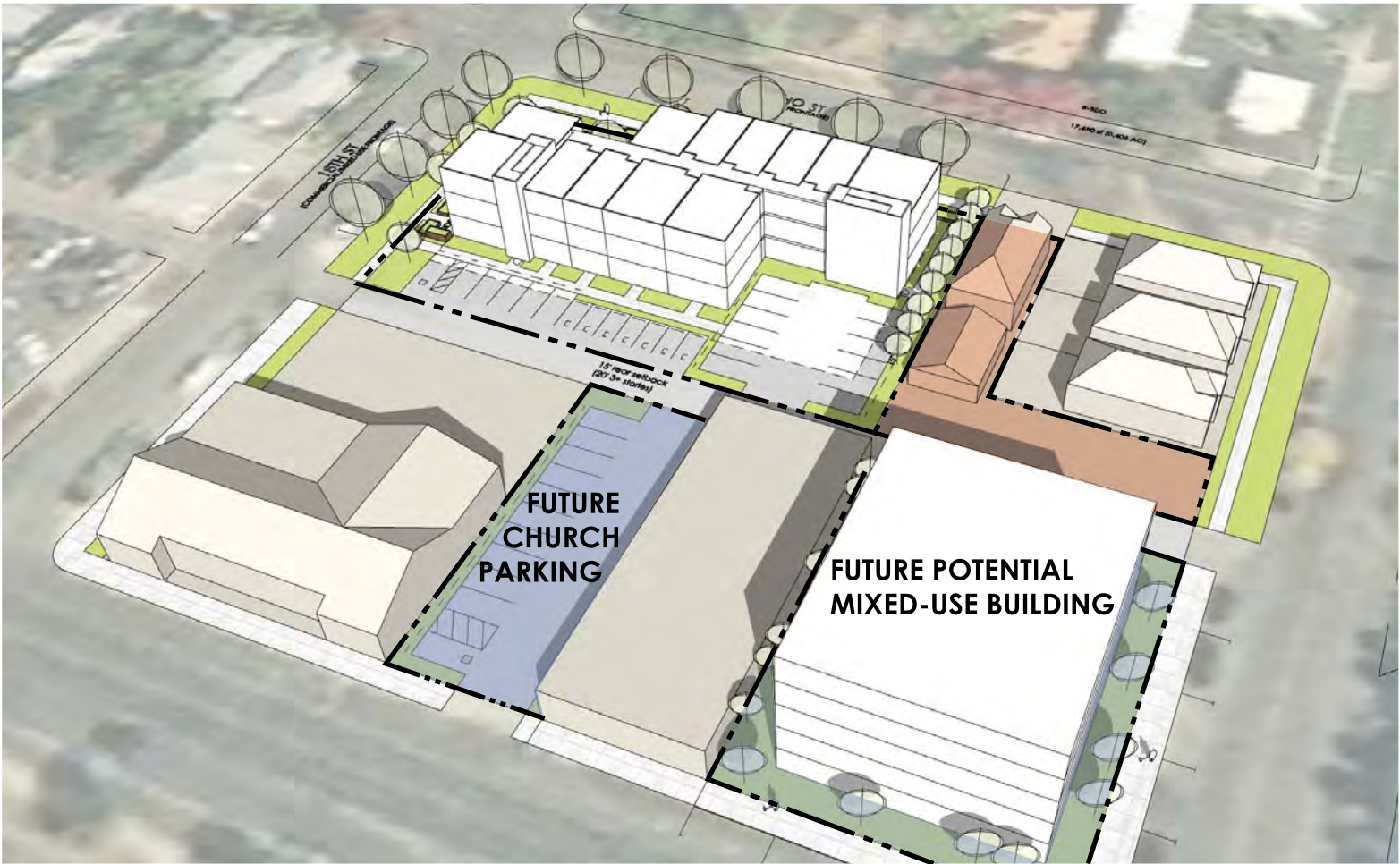
PIVOT
NORTH
architecture

Building Massing without the L-Shaped Parcel

Answer 1, 3



OPTION 2 - PHASE 1
AERIAL VIEW LOOKING NORTH



OPTION 2 - PHASE 2
AERIAL VIEW LOOKING NORTH



Original Option, 45 units



OPTION 1 - PHASE 1
AERIAL VIEW LOOKING NORTH



OPTION 1 - PHASE 2
AERIAL VIEW LOOKING NORTH

ATTACHMENT 2:
 Current Property Ownership / Site Control Plan:

Image 1:



Current Ownership Chart:

Property	Owner	Agreement Type	Purpose
A, A-2	RHG Land Holdings, LLC	Fully Executed Purchase & Sale for both parcels, Enclosed	Provides an additional development opportunity at Main and 17 th (Parcel A). Provides ability to swap A-2 with the Church’s lot B.
B, B-2	New Life Apostolic Church	LOI, Fully Executed, Enclosed	Parcel B provides important corner for our development and redevelops an underutilized site that is currently not on the tax rolls.
C, C-2	Creamer Heating & Cooling	Bona fide offer (will be sold to whoever is successful with CCDC). Enclosed.	Using C-2 as part of the proposal fetches +/- XX units or a total of 45 apartments

ATTACHMENT 3:

Applicable Documents showing proof of current site control.

- 1: Purchase and Sale agreement for Parcel "A" and "A-1" with RHG Holdings, LLC.
- 2: Letter of Intent for Parcel "B" - Parking Swap Agreement with New Life Apostolic Church, Inc.
- 3: The offer provided to Robin Cox, Creamer Heating & Cooling. Mr. Cox has verbally committed to selling his parcels to the entity that is successful with CCDCs parcel.

Exhibit C
Schedule of Performance

Task	Completion Date	Section Reference
Developer provides copies of executed purchase and sale agreements for Developer Parcels	No later than April 16, 2021	405
Developer Submits Design Development Plan to Agency Staff	Ninety (90) days after the Effective Date	202.01
Developer Provides Reuse Appraisal Data to Reuse Appraiser	Ninety (90) days after the Effective Date	300
Agency Staff approves or disapproves of the Design Development Plan	Within fifteen (15) days after Agency's receipt of the Design Development Plan	202.02
Developer's response to Agency's disapproval of the Design Development Plan ("Developer's Resubmittal")	Within ten (10) days after Developer's receipt of Agency's disapproval of the Design Development Plan	202.02
Agency's Meeting with Developer to discuss Developer's Resubmittal (the "Resubmittal Meeting")	Within five (5) days after Agency's receipt of Developer's Resubmittal	202.02
Developer's submission in response to Agency's issues with Developer's Resubmittal	Within fifteen (15) days after the Resubmittal Meeting	202.02
Completion of Reuse Appraisal	One Hundred Fifty (150) days after the Effective Date	300
Finalize Disposition and Development Agreement agreeable to Agency Staff and Developer	One Hundred Eighty (180) days after the Effective Date	102



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AGENDA BILL

Agenda Subject: Approve Letter of Intent with South Eighth LLC for the Project at 600 S. 8 th Street		Date: March 8, 2021
Contact: Brady Shinn, Project Manager	Attachments: 1) Letter of Intent with South Eighth LLC	
Action Requested: Approve the Letter of Intent with South Eighth LLC for the Project at 600 S. 8 th Street.		

Background:

Developer South Eighth LLC is contemplating a mixed-use building at 600 S. 8th Street (Parcels S1010315061 and S1010315041) comprised of a ground floor office and retail space, four floors of parking, and seven floors of for-rent residential housing serving the 55 and older “Active Adult Community Platform.”

The Letter of Intent provides the CCDC board approval of the appearance of the exterior facade of the parking structure on all sides. Along with the exterior facade being subject to the approval of CCDC, it states that CCDC prefers to review an attractive facade constructed with quality materials.

The project received Designation for a Type 3 Transformative Assistance Agreement at the September 14, 2020 Board Meeting. The Type 3 designation contemplates CCDC purchasing a parking condominium in the garage, with the intent to offer public parking for now fewer than 188 parking stalls. The Designation also contemplates reimbursement of public improvements which include utility infrastructure upgrades and public Right-of-Way Streetscape improvements.

Agency Board approval will allow the project to continue negotiating a Purchase and Sale Agreement (“PSA”) for a public parking component, as well as pursuit of a Participation Program Type 3 Transformative Assistance Agreement.

Agency staff will return to the Board seeking approval of the project as a Type 3 Transformative Assistance Agreement, upon completion of a PSA and review of the project’s final development details.

Fiscal Notes:

The Agency will invest up to \$6.5 million for all aspects related to the exterior and interior construction of the parking structure. In exchange the agency will own an interior condominium of no fewer than 188 capacity parking spaces and operate a public parking facility. The revenue-producing parking garage will be part of the agency's ParkBOI system and is expected to generate an initial amount of \$285,000 in revenue annually. Additionally,

as of this date, the Applicant estimates roughly \$750,000 in Public Improvement reimbursements, for a total anticipated \$7.25 million in financial payments under a Type 3 Transformative Assistance Agreement. Details regarding the payment schedule of CCDC Reimbursements will be determined once the project's development program and timing are set.

The agreement would propose to reimburse the developer from the increment generated by the project after project completion and other CCDC tax increment income in the RMOB district. South Eighth LLC anticipates project completion in 2023. Therefore, the project's full value will be reflected in the 2024 tax year assessment; and CCDC will reimburse in fiscal 2025.

Based on the estimated development costs and associated tax increment generated, one payment likely will cover the project's Eligible Expenses.

Staff Recommendation:

Staff recommends the Board approves the Letter of Intent with South Eighth LLC for the Project located at 600 S. 8th Street and authorize the Executive Director to sign the document.

Suggested Motion:

I move to approve the Letter of Intent with South Eighth LLC for the Project located at 600 S. 8th Street.

Exhibit 1 – Letter of Intent



**LETTER OF INTENT
WITH
SOUTH EIGHTH LLC**

This non-binding LETTER OF INTENT is to express the interest of Capital City Development Corporation (CCDC) to enter into a public-private project with South Eighth LLC, "the Project".

This Letter of Intent does not constitute a legally binding agreement between the parties but only a point from which further negotiations for development may take place. This Letter of Intent is effective through June 14, 2021.

Estimated Total Development Costs are \$64 million. CCDC understands the Project to be construction of a mixed-use tower comprised of a ground floor commercial space, then a public parking garage of approximately 188 spaces, then a private parking garage of approximately 188 spaces serving approximately 159 residential units. CCDC's goal is to participate in the Project and catalyze private development in the vicinity. Upon project advancement, final terms and conditions will be included in a Type 3 Agreement as per CCDC's Participation Program. Participation is conditioned upon the final Project being consistent with both City of Boise requirements and with the River Myrtle / Old Boise Urban Renewal Adopted Plan as well as final CCDC Board approval. Additionally, a third party financial analysis and Lender's Commitment Letter may be required as part of the Participation Program.

DEVELOPER

South Eighth LLC

South Eighth LLC
ATTN: Tim Wilcomb, Partner
406 South 6th Street
Boise, Idaho 83702

PROPERTY

South Eighth LLC is the owner of the real property addressed as:
600 South 8th Street
Boise, Idaho 83702
And recorded by the Ada County Recorder as Parcels: S101031506 , S1010315041

PURCHASER

Capital City Development Corporation
Attn: John Brunelle, Executive Director
121 North 9th Street, Suite 501
Boise, Idaho 83702

KEY DEVELOPMENT AND PARKING TERMS

- \$64M Total Development Cost (+/-).
- 159 +/- market rate residential units for an “Active Adult Community Platform”; unit mix to be approximately: 1/3 2 bed, 1/2 1 bed, and 1/6 studio.
- There will be +/- 360 parking spaces on the Property.
- Ground floor anticipated to include one large anchor office tenant and then other retail, office and restaurant tenants. Estimated 20-23,000 sq ft gross rental area total.
- Parking structure exterior façade subject to CCDC approval. CCDC desires an attractive façade of precast concrete, brick, or metal panels, or other quality materials.
- CCDC will participate in public improvements in addition to purchasing parking. Participation in public improvements will be based off of Tax Increment the project generates, per CCDC’s Participation Program Policy. Estimated \$750,000 in public improvements (60% utility infrastructure, 40% streetscape improvements)
- CCDC promotes walkable and pedestrian oriented design and, to the extent feasible, will work with the developer and design team to create connectivity through this large singular parcel.
- Developer carries industry-standard construction and commercial insurance appropriate for a similar project.
- Consistency with project development programming and details as submitted by Developer for CCDC’s Designation step.
- The Property received Designation status by CCDC’s Board of Commissioners on September 14, 2020. Further advancement in CCDC’s Participation Program and any purchase requires complete submission of review documents, including but not limited to financial information (project Sources and Uses, appraisals for any financing, Lender’s Commitment Letter, development cost proforma, construction costs, etc.) and other necessary due diligence on the Property and Developer, to CCDC’s satisfaction.
- Upon completion of the Project (Certificate of Occupancy), CCDC will purchase 188 parking stalls for \$6,580,000 within the Project.
- The anticipated completion date at this time is late 2022 or early 2023.
- Developer will retain ownership of additional spaces: 100 to 190 spaces (+/-).
- CCDC financing stipulates “Private Use Rule,” which states CCDC cannot lease parking stalls to commercial or residential operator for greater than 10% of total CCDC stall count).
- The entire garage may be operated as part of the ParkBOI public parking system and will require a parking operations agreement.
- CCDC determines ParkBOI rates, hours, etc., based on CCDC parking policy.
- ParkBOI identifying signage will be placed on the garage.
- Parking garage will adhere to Boise City Code and any ACHD requirements.
- Consistency with parking development programming and details as submitted by Developer for CCDC’s Designation step.
- Parking garage will adhere to CCDC’s parking garage design specifications regarding interior overhead lighting, stall dimensions, turning radius, drive aisle width, and Above Finished Floor obstruction clearance of no less than 8’2” in all car-accessible areas.

Compact stalls must comprise less than 10% of total stall count. No obstructions regarding garage ingress/egress.

- CCDC defines a typical parking stall to be at least 8.5' wide by 18 feet long.

EXPRESSION OF INTENT

The parties do not intend this to be a binding agreement but rather a good faith expression of their mutual intentions and interest to pursue the formal and legally binding T3 Agreement. While neither party shall be obligated to enter into a binding agreement, the parties do understand that each shall, in reliance on this intent, expend considerable time, effort, and their own monies in furtherance of the Project. Consequently, the parties agree to pursue the negotiation and drafting of the T3 Agreement in good faith and with all due diligence.

Signatures on the following page.

Capital City Development Corporation

DATE: _____

John Brunelle, Executive Director

South Eighth LLC, an Idaho limited liability company

 _____

DATE: 3/1/2021

Tim Wilcomb, Partner

AGENDA BILL



Agenda Subject: Approval of 2020 Annual Report		Date: March 8, 2021
Staff Contact: John Brunelle, Executive Director	Attachments: 1 - Draft of 2020 Annual Report	
Actions Requested: Approve the 2020 Annual Report and direct staff to finalize the document and fulfill the statutory publication and access requirements.		

Background:

Idaho Code requires public agencies like CCDC to report on their activities each year including complete financial statements setting forth assets, liabilities, revenues, and operating expenses. These annual reports must be filed annually by March 31 with the agency's local governing body, which for CCDC is Boise City.

Agencies such as CCDC must also conduct a public meeting to report these activities and take public comment. This meeting's agenda includes the required public meeting which allows for public comment. Any member of the public is invited to comment on the draft 2020 Annual Report.

Once approved by the Board, the report will be finalized and filed with the Boise City Clerk's Office. Notice will be published in the *Idaho Statesman* that the report has been filed and is available for inspection during business hours at the City Clerk's Office and CCDC. The Agency also publishes each year's report on its website.

Fiscal Notes:

None.

Staff Recommendation:

Accept the 2020 Annual Report and to direct staff to finalize and deliver it to the Boise City Clerk, post it on the Agency's website, and publish notice in the *Idaho Statesman* that it has been filed and is available for review in the City Clerk's Office as well as at CCDC and on CCDC's website.

Suggested Motion:

I move to approve the 2020 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.



CAPITAL CITY
DEVELOPMENT CORP

2020 ANNUAL REPORT

CAPITAL CITY DEVELOPMENT CORPORATION • 121 N 9TH ST, STE. 501 - BOISE, ID 83702 • (208) 384-4264 • WWW.CCDCBOISE.COM

CHALLENGING THE STATUS QUO TO INSPIRE WHAT IS POSSIBLE



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DANA ZUCKERMAN
BOARD CHAIR

I began visiting Boise twenty years ago when I married a native. We would drive between downtown and my in-laws' in Southeast and I marveled at the empty lots in the prime location between Front and Myrtle. Across from a green park and a river there was nothing but a small row of cute cottages, a few decrepit houses and surface parking lots. Now this section of The River Myrtle District has gone vertical. Apartment buildings, new and still under construction, line the busy thoroughways and provide homes to the many new downtown residents. The Central Addition is no longer a wasteland but a neighborhood alive with people, restaurants and local businesses.

The other side of downtown is beginning to mirror its eastern counterpart. In the newer 30th Street Urban Renewal District Main and Fairview are coming alive. We have residents of all income levels along with plans for many more housing and mixed use buildings. Our agency is in the process of granting an RFP award for housing and more on the corner of 18th and Idaho Street, a gateway between the commercial zone and the North End residential neighborhood.

We are a growing city and our agency is working hard to insure that we are growing in the right direction. For the downtown core that means growing up and in- filling in the forgotten gravel lots that have too much potential to leave alone.

Throughout this nasty year our staff has worked harder than ever to achieve our goals of ridding the city of blight and promoting economic development. We continue to support the business incubator Trailhead which has produced several successful companies, and we are working tirelessly to enhance the experience within our districts for all Boiseians. One of my favorite projects underway is the new urban park on 11th and Bannock. This will be a gathering space for all to enjoy with a stage, interactive public art piece, open space and food trucks. CCDC is proud of our role in stimulating the development of underused parcels in and around our downtown and we look forward to the completion of the many projects that are currently underway.



JOHN BRUNELLE
EXECUTIVE DIRECTOR

This past year presented all of us with distinct and different challenges, both at home and in the workplace. It required our Agency to pivot in the way we deliver on our promise to help the Boise community thrive, and how our staff continued their work to move projects forward. The pandemic brought out the best in many people and showed the real strength of our community. I feel CCDC was among the teams that rose to these challenges, and for that I am grateful.

I feel privileged to work with employees, commissioners and our Boise neighbors who are committed to creating a great future for our city. I'm impressed every day by the positive approach of likeminded people who contribute to preserving and improving our unique lifestyle and natural assets. Though it's often behind the scenes, CCDC plays a key role in assisting and directing that good energy and ensuring that our arts, history, and cultures are recognized and celebrated. In this annual report you will see examples of CCDC at work enhancing infrastructure and partnering with the private sector and other public agencies. The CCDC team will carry this force into 2021 to challenge the status quo in the areas of housing, mobility, and sustainability – and to inspired what might be possible.

On a personal note, 2020 included the birth of my grandson, a sixth generation Idahoan, and the 90th birthday of my mother. In a year where our lives seemed to stand-still at times, it's moments like these that remind us to keep persevering. Progress never stands still. Our energy, momentum, and work contributes to a lasting legacy and city full of opportunity for the next generation.

BOARD OF COMMISSIONERS



Ryan Woodings
VICE CHAIR



Lauren McLean
SECRETARY - TREASURER



Dave Bieter
COMMISSIONER



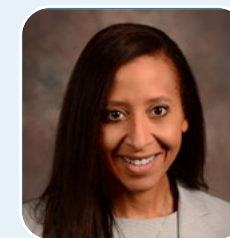
Maryanne Jordan
COMMISSIONER



Gordon Jones
COMMISSIONER



Kate Nelson
COMMISSIONER



Latonia Haney Keith
COMMISSIONER



Danielle Hurd
COMMISSIONER

ABOUT CCDC

Boise's redevelopment agency, Capital City Development Corporation (CCDC), catalyzes investment in the city through its own projects and public/private partnerships. CCDC focuses its work on economic development, infrastructure, place making, and mobility in its five redevelopment districts. Agency staff work hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

VISION

Help the Boise community thrive in a sustainable economy where an exceptional built environment and excellent business opportunities are in perfect balance.

MISSION

CCDC ignites diverse economic growth, builds attractive urban centers, and promotes healthy community design.

BUILDING A BETTER BOISE

Urban renewal is investments large and small that shape a neighborhood into a thriving place for residents and business owners. Each element CCDC oversees in the life of an urban renewal district builds a stronger, more livable community for decades.

DISTRICT LIFESPAN



IDAHO LAW REQUIRES URBAN RENEWAL DISTRICTS TO EXPIRE AFTER 20 YEARS

FIVE KEY STRATEGIES



> ECONOMIC DEVELOPMENT

Cultivate commerce and grow resilient, diversified, and prosperous local economies.

> INFRASTRUCTURE

Improve public infrastructure to attract new investment and encourage best use of property.

> MOBILITY

Expand mobility choices that include parking and multiple transit modes to enable universally accessible urban districts.

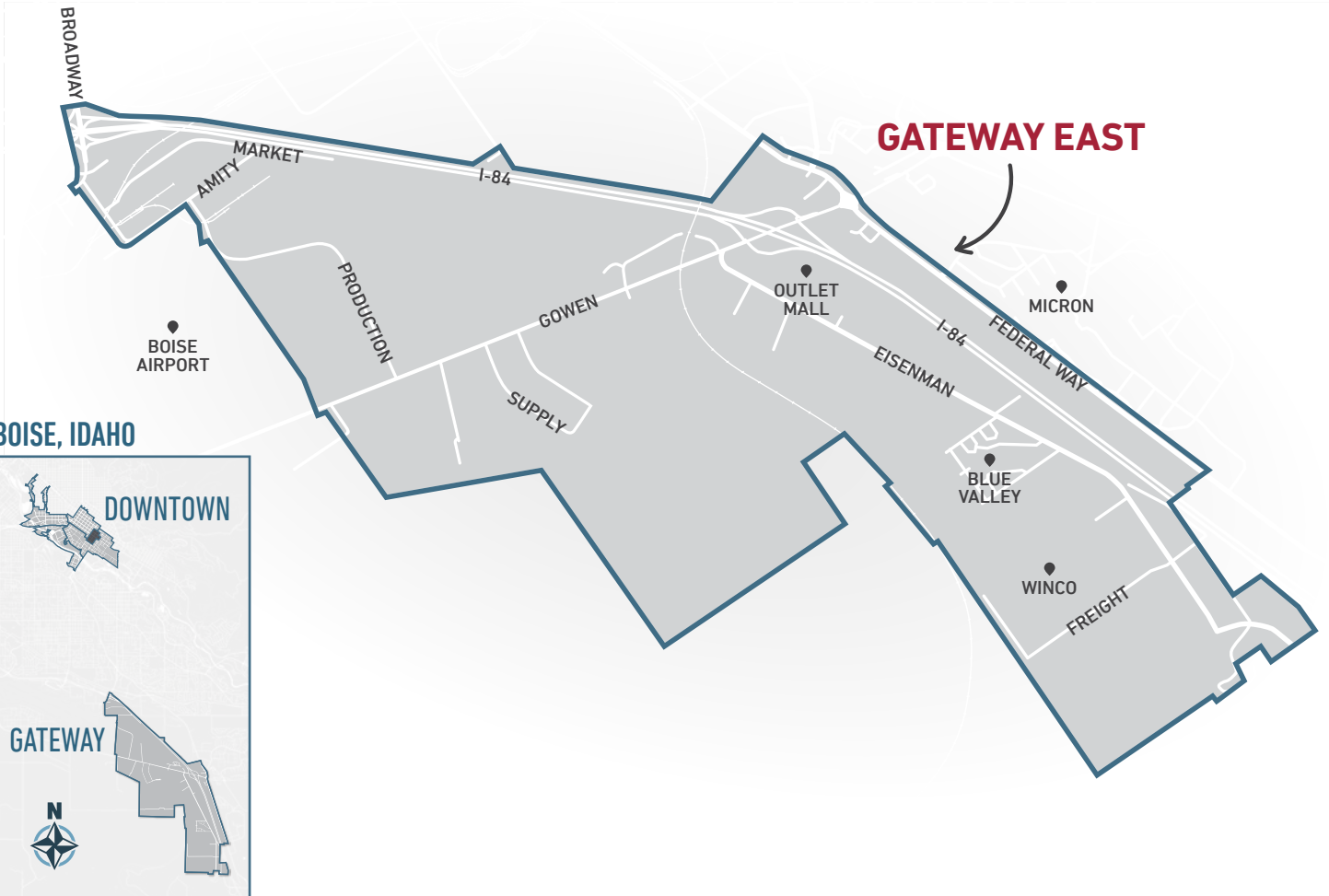
> PLACE MAKING

Develop public spaces and energized environments where a blend of cultures and concentrated mix of uses create a valued sense of place.

> SPECIAL PROJECTS

Invest in projects that respond to emerging revitalization opportunities including public amenities, historic preservation, and support of local arts and culture.

CCDC DISTRICTS



BOISE REBOUNDS, CCDC ASSISTS

When the Agency made the significant decision on Friday, March 13 to vacate the offices and transition its employees to remote work, the outcomes were uncertain. Immediately though, it became apparent that our incredible staff could and would rise to the challenge and continue their essential work. Other public agencies would soon follow CCDC's lead, showing that we were well-positioned to maintain business operations and keep our staff safe.

URBAN RESILIENCE AGENCY

With a year of unprecedented challenges, CCDC didn't merely react, but adapted and took it a step further in 2020, morphing rapidly into an Urban Resilience Agency mindset.

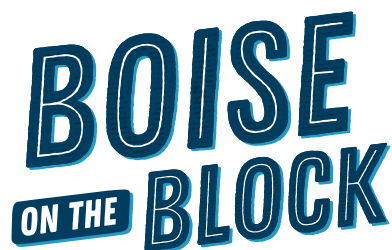


To maintain and create more jobs, the Agency used this time of decreased downtown traffic to fast-track infrastructure improvements on the streets, streetscapes, and in parking structures. This was seen in the early completion of the streetscape and intersection improvements along 6th St, expedited elevator repairs in the Capitol & Main Garage, and the deep cleaning and repainting of the Capitol & Main and 9th & Main garages.

← 6th Street Improvements

CCDC ASSISTS...

The Agency provided its monthly ParkBOI customers financial relief by waiving parking fees for two months, putting a total of \$660,000 back into the pockets of the individuals and businesses who patronize our enterprise. Additionally, CCDC provided financial strength for the Downtown Boise Association and the City of Boise. Programs such as "Boise On the Block," the effort behind expanded bar and restaurant patios and "parklets," and the Municipal Small Business Grant Program gained support through Agency budgets.



2020 Boise on the Block participants reported immediate overall sale increases from 11% to 55% in the first month of expanded outdoor seating.

– Downtown Boise Association



LOOKING FORWARD

In every district, we made bold and aggressive moves to acquire, partner, exchange, and develop underutilized properties. From surface parking lots in the River-Myrtle District, to empty dirt lots in the Westside District, this Agency kept its eye on the future of downtown Boise and how we contribute to building a better community.

Even with the remote, virtual environment of 2020, CCDC convened stakeholders and the public to help draft a vision for the future of multiple areas of Boise. We committed to maintaining our high-level of public engagement and evaluated how best to achieve this given the circumstances. We designed and implemented our own public outreach and stakeholder engagement models for projects large and small. The results are very encouraging, as more citizens learn about and take an active role in how the Agency assists with the creation of the built environment, infrastructure, and economic growth.

Looking forward as we return to a pre-pandemic community, CCDC aims to build on the successes and lessons learned in 2020. Continuing virtual public engagement and incorporating in-person opportunities, we hope to hear everyone's voice in addressing what a project's full potential may be and imagining what's possible. Can a surface lot become places for our community to gather together, housing for more people, office space for the next great start-up – what do we need most to continue our City's long-term sustainability and emerge stronger and more resilient?

AGENCY OWNED PROPERTY

CCDC obtains strategic properties with redevelopment potential. Generally, the Agency will issue a Request for Qualifications/Proposals (RFQ/P) to the public with specific information about redevelopment objectives for the property and how the private sector can participate in the project. CCDC owns the following properties and is actively planning for redevelopment. Idaho Code 50-2011(f) requires certain reporting on Agency owned properties.

PROPERTIES ACQUIRED FOR PUBLIC USE

PUBLIC PARKING GARAGES: CCDC owns 7 parking garages in 2018: 8th & Main, Capitol & Main, Capitol & Front, 9th & Front, 10th & Front, Capitol & Myrtle, and 11th & Front. The 11th & Front garage is a public-private partnership.

PROPERTIES ACQUIRED FOR REHABILITATION OR RESALE

1) 429 S. 10TH (0.08 ACRES)

This land was acquired in 2001 to help assemble property for a private development in the River Street Neighborhood. With ownership changes on the block, the completion of the new Simplot HQ/JUMP project, and construction underway on the Pioneer Crossing project, CCDC is working with area property owners to identify the best strategy for disposition.

2) 421 N 10TH STREET (.39 ACRES)

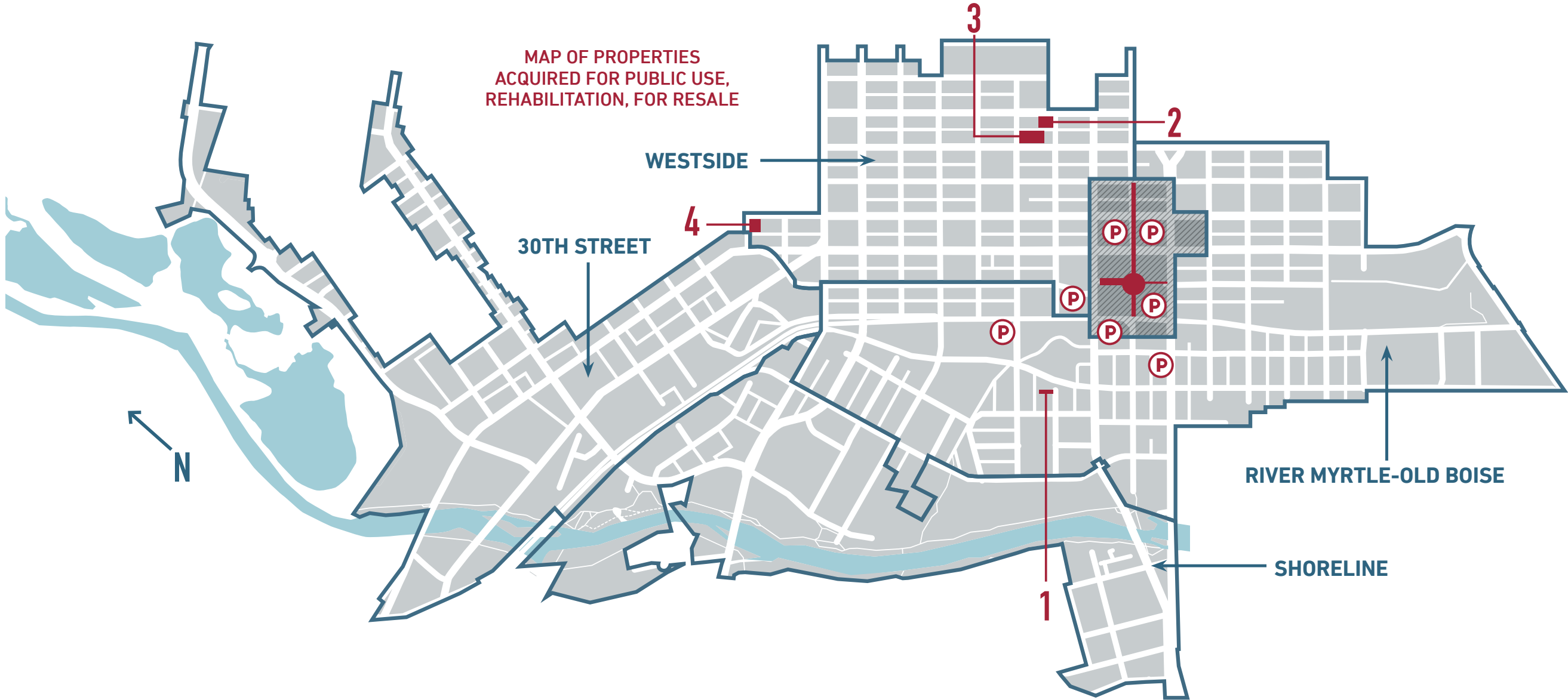
Acquired property in 2018 to assemble with other properties in the vicinity for a potential transformative project in underdeveloped area of the Westside District. It includes an old commercial building (built in 1948) and a parking lot.

3) 1010 W JEFFERSON (.65 ACRES)

Acquired property in 2018 to assemble with other properties in the vicinity for a potential transformative project in underdeveloped area of the Westside District. It includes an office building and a parking lot.

4) 1715 W IDAHO STREET (0.401 ACRES)

This parcel was acquired in 2020 to strengthen the Westside Urban Renewal District and encourage infill housing downtown. The property is mostly unimproved and vacant, although a portion of the site is paved for a basketball court.



RIVER MYRTLE - OLD BOISE DISTRICT

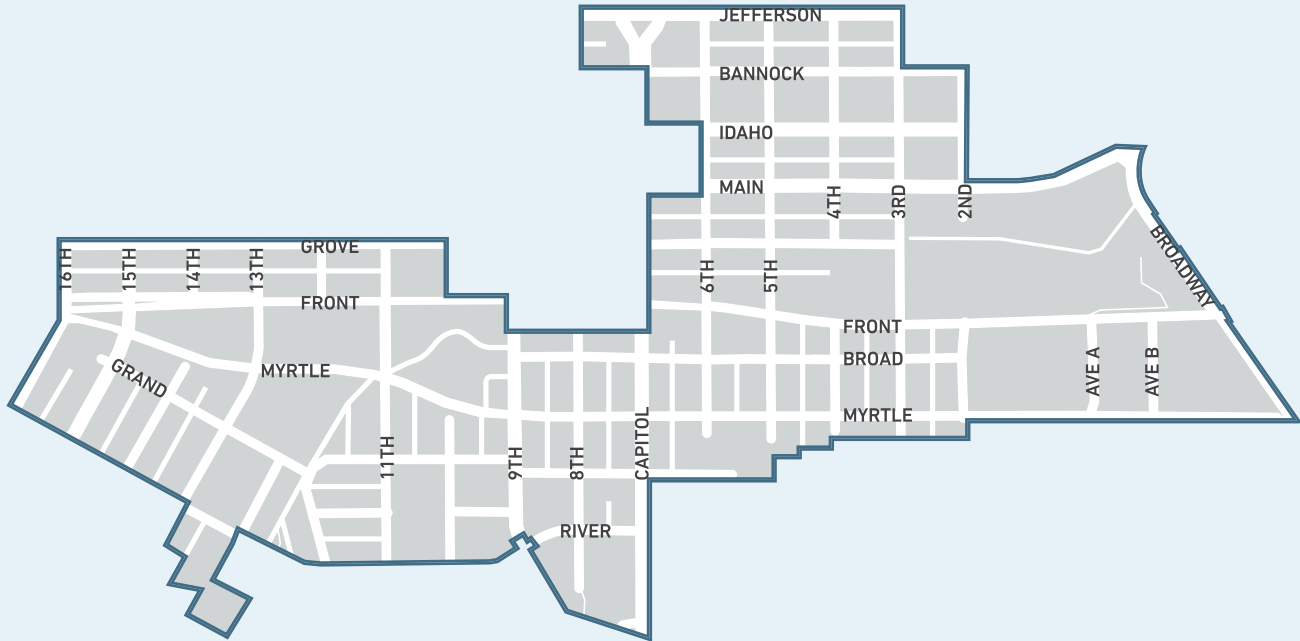


The River Myrtle District was characterized by vacant property and remnants of older industrial uses when it was first established in 1996. The conditions in the area contributed to economic underperformance and a lack of energy and activation that the downtown core just to the west was experiencing. Community and business members worked with CCDC to create a plan that would help River Myrtle overcome the existing barriers and see the area thrive. The District’s plan set forth a collection of public investments to catalyze rejuvenation, including:

- Substantially increase the supply of medium to high-density housing in the district
- Attract new quality hotels
- Improve streetscapes and connectivity across the district and to the downtown core
- Recruit mixed-use development that includes retail, office, and entertainment space

Significant work over the last 16 years have contributed to the original goals for this area and the realization of these priorities. Just in the last five years, the district has seen 714 rooms at five new hotels; 1,093 residential units of mixed sizes built or under construction; more than 26,000 square feet of retail, mixed-use space; and connected streetscape improvements across the entire district.

Strategic reinvestment and real estate acquisition in the final four years of the district’s life-span will complete a 20-year vision for the area. The funding of keystone public projects, such as the redevelopment strategy along Grove Street, will support the emerging residential neighborhood by reinvesting in place making and infrastructure and creating public spaces. Property acquisition of obsolete parcels would create needed mobility connections, consolidate single-use surface parking lots into efficient public parking garages, further expand the residential units in the area.



Streetscape Improvements on 6th Street

6TH ST, BETWEEN MAIN & FRONT ST.

DESCRIPTION: As a frequently used corridor to access several of downtown Boise’s cultural amenities, upgrading 6th Street to meet the downtown streetscape standards and create a safe, convenient route for all modes of transportation was the catalyst for this project. Improvements included:

Enhanced pedestrian safety at cross walks, new street lights, new concrete and brick sidewalks, new street trees, improved gutters and drainage, new street furnishing including seating and bike racks.

TOTAL COST: \$1,650,000

PROJECT STATUS: Completed June 2020



502 W. FRONT ST. – HOME2 SUITES HOTEL & PARKING GARAGE – PP TYPE 2

DEVELOPER: Capitol Partners
SIZE: Seven-story hotel with 130 rooms, 540-space parking garage
TOTAL DEVELOPMENT COSTS: \$49,200,000
CCDC PARTICIPATION: \$4,200,000 for public improvements and leasing of 200 parking spaces in the garage for public use
PROJECT STATUS: Complete

Home2 Suites Hotel & Parking Garage



Pale Blue Dot

502 W. FRONT ST. – 5TH & FRONT PARKING GARAGE

DESCRIPTION: Through a partnership between Boise City Department of Arts & History, Front Street Investors, LLC, public input and CCDC, “Pale Blue Dot,” by Boise-based public art firm Studio Capacitor will scale the north side of the 6-story parking structure on Front Street. Visible for both drivers and pedestrians, the concept was inspired by the metaphor of the watering hole, and its role as a central gathering point for life.
TOTAL COST: \$90,000
PROJECT STATUS: Pre-Construction

Trailhead

500 S. 8TH ST. – TRAILHEAD

DESCRIPTION: In March 2015, CCDC helped establish a downtown Boise space for innovators and entrepreneurs. Trailhead is a non-profit, community effort focused on helping develop the next generation of business success in the Boise valley.
TOTAL COST: \$91,500 annually
PROJECT STATUS: Ongoing





200 W. MYRTLE ST. – BOISE CADDIS – PP TYPE 2
DEVELOPER: River Caddis Development
SIZE: Eight-story, mixed-use development with 173 apartments, 400 parking spaces and retail and commercial space
TOTAL DEVELOPMENT COSTS: \$31,000,000
CCDC PARTICIPATION: \$1,100,000
PROJECT STATUS: Under Construction

Boise Caddis



600 W. FRONT STREET – VANGUARD APARTMENTS – PP TYPE 2
DEVELOPER: Visum Development
SIZE: Eight-story, mixed-use development with 75 residential units and 5,000 SF of ground floor commercial space
TOTAL DEVELOPMENT COSTS: \$16,000,000
CCDC PARTICIPATION: \$500,000
PROJECT STATUS: Under Construction

Vanguard Apartments

Hearth (formerly The Cartee) Apartments



323 BROAD ST. – HEARTH APARTMENTS – PP TYPE 2
DEVELOPER: Roundhouse
SIZE: Eight-story, mixed-use development with 160 apartments and ground floor commercial space
TOTAL DEVELOPMENT COSTS: \$48,000,000
CCDC PARTICIPATION: \$1,400,000
PROJECT STATUS: Under Construction

CDG Apartments



204 E MYRTLE ST – CDG BOISE – PP TYPE 2
DEVELOPER: CDG Acquisitions LLC
PROJECT DESCRIPTION: Mixed-use development with 249 rental apartments, 7,800 SF of ground floor retail and a 353 space structured parking garage
TOTAL DEVELOPMENT COSTS: \$52,000,000
CCDC PARTICIPATION: \$988,276
PROJECT STATUS: Breaking Ground Feb. 2021



Old Boise Blocks on Grove Street –
Placemaking and Redevelopment
Strategy

GROVE ST. BETWEEN 6TH AND 3RD ST.

DESCRIPTION: The Old Boise Blocks on Grove Street Redevelopment Strategy process featured innovative and extensive outreach that engaged area stakeholders, including local businesses, downtown residents, arts and cultural agencies and property owners. Through 22 interviews, four Visioning Workgroup meetings and two public surveys, the process reached and included input from nearly 700 respondents. This in-depth involvement process resulted in a planning guide and recommendations for future public investment for the Old Boise Blocks on Grove Street.

TOTAL COST: \$375,000

512 W. GROVE ST. – 5TH &
GROVE – PP TYPE 2

DEVELOPER: Capitol Partners and DeChase Miksis

SIZE: Six stories, 114 apartments with a 9,000 SF ground floor retail space

TOTAL DEVELOPMENT COSTS: \$25,500,000

CCDC PARTICIPATION: \$1,050,000

PROJECT STATUS: Under Construction



The Lucy Apartments



Thomas Logan
Apartments

116 W. SIXTH ST. – THOMAS
LOGAN – PP TYPE 2

DEVELOPER: Capitol Partners and DeChase Miksis

SIZE: Seven stories, 60 income restricted and market-rate apartments with a 5,000 ground floor retail space

TOTAL DEVELOPMENT COSTS: \$25,500,000

CCDC PARTICIPATION: \$570,000

PROJECT STATUS: Under Construction

WESTSIDE DISTRICT

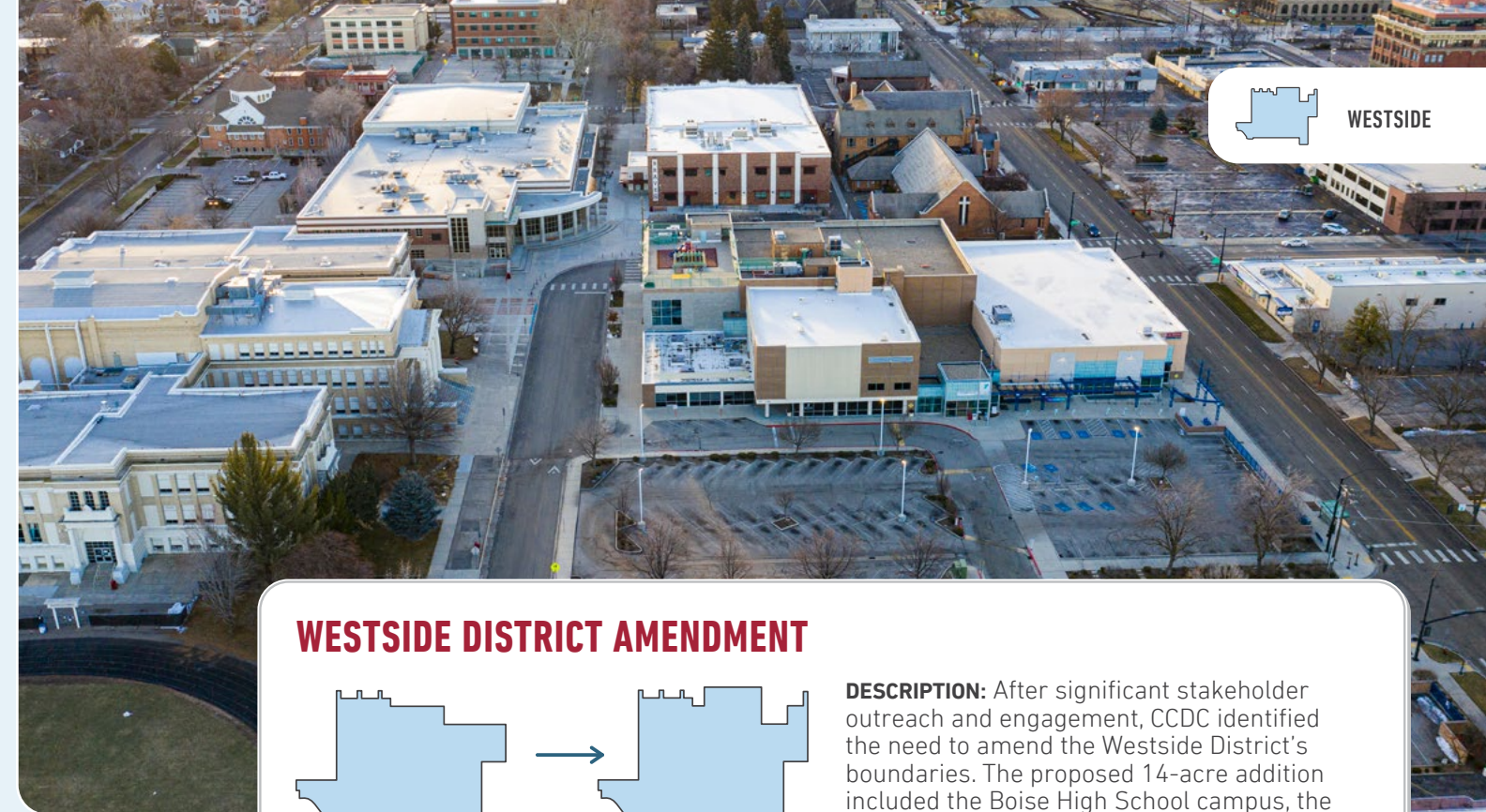
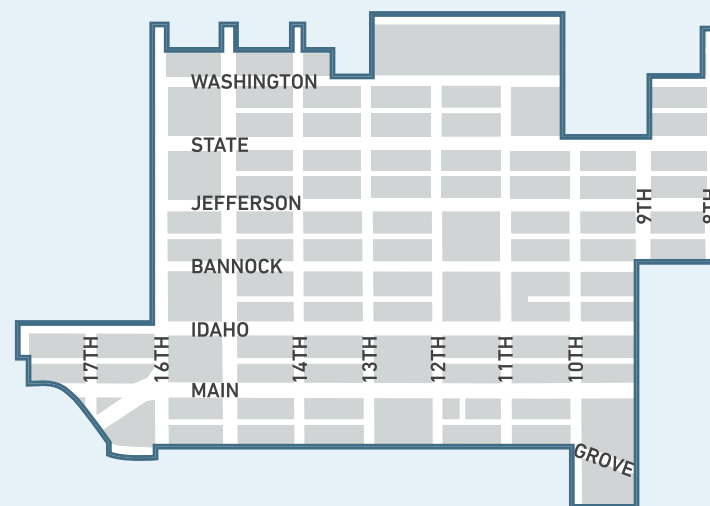
2003 — ● — ● — ● — ● — ○ — 2026

 157 ACRES

Established in 2003, the Westside District sought to create a healthy, thriving urban neighborhood with a strong sense of place. The area is home to several major employers and established small businesses, but has also experienced aging and inadequate infrastructure and amenities, and an abundance of surface parking lots could be found across the district. In order to transform the Westside of downtown from an area of declining light-industrial to an active and well connected, mixed-income neighborhood, City leaders and community members helped create a Westside District plan and vision for the area that included specific goals such as:

- Preserving existing historic buildings through adaptive reuse
- Pursuing diverse housing opportunities
- Creating a lively mix of pedestrian-oriented uses, such as well-lit, wide sidewalks and street trees
- Securing meaningful public open spaces
- Expanding transportation options that include bicycle pathways and shared public transportation

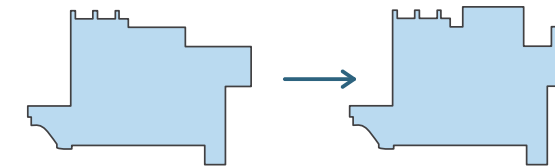
Progress towards achieving these goals have been realized through completed projects such as The Owyhee mixed-use renovation, the Idaho Street Townhomes, and the Watercooler, but work in the district is far from over. Exciting opportunities and ideas are progressing for the underutilized lots in the area through CCDC's property acquisition and RFQ/P process, and new partnerships, such as the Carnegie Library reuse project, are now possible with the 2020 Westside District Amendment.



 WESTSIDE

↑
Boise High School

WESTSIDE DISTRICT AMENDMENT



DESCRIPTION: After significant stakeholder outreach and engagement, CCDC identified the need to amend the Westside District's boundaries. The proposed 14-acre addition included the Boise High School campus, the downtown YMCA property, as well as right

of way on Franklin Street and 8th Street. This small but important geographical adjustment to the existing district provided CCDC the opportunity to assist the City and other stakeholders on several important initiatives including:

- Enhanced pedestrian-orientated uses
- Improved transportation and mobility options
- Expanded partnerships and potential reinvestment in important community services

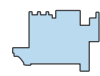
The City Council accepted an eligibility report in June 2019 and directed CCDC to move forward with amending the plan. The Plan Amendment was reviewed by CCDC and City Planning & Zoning. The City Council adopted the plan amendment by Ordinance 45-20 on November 10, 2020. Three subsequent public readings of the ordinance concluded on December 1, 2020. Public notices and transmittals were sent to taxing districts and the final recording with Ada County occurred prior to 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.



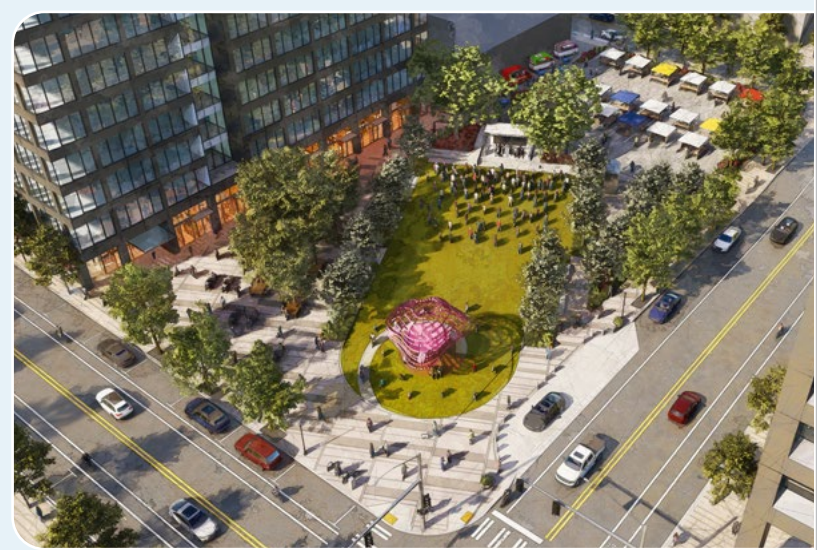
1322 W. MAIN STREET – FIRE FUSION STUDIO – PP TYPE 1

BUSINESS OWNER: Delia Dante of FireFusion Studio
SIZE: 7,000 square feet
TOTAL DEVELOPMENT COSTS: \$300,000+
CCDC PARTICIPATION: \$47,791
Project Status: Complete

↖
Fire Fusion Studio



↕ Westside Downtown Urban Park



1100 W BANNOCK STREET – WESTSIDE DOWNTOWN URBAN PARK

DEVELOPER: CCDC

PARTNERS: Boise Parks and Recreation, 1111 W Jefferson, LLC, and Boise Arts and History

DESCRIPTION: Westside Downtown Urban Park is a placemaking and economic development project that creates a neighborhood public space for all to enjoy. It also was a catalyst of adjacent development—the 11th and Idaho mixed use office building featuring retail frontage along the park. The park itself features iconic public art, an event lawn, shady outdoor dining, verdant landscaping cooled by an interactive fog system, and a public restroom. The park forges a new identity for this evolving downtown neighborhood and is anticipated to become an epicenter of community activities.

TOTAL DEVELOPMENT COSTS: \$3,410,945

CCDC PARTICIPATION: \$2,000,000

PROJECT STATUS: Under Construction

← 11th and Idaho Offices

1118 W. IDAHO STREET – 11TH AND IDAHO OFFICES – PP TYPE 2

DEVELOPER: Rafanelli & Nehas

SIZE: Ten-story building with 191,000 square feet of office space and ground floor retail

TOTAL DEVELOPMENT COSTS: \$28,000,000 development costs and \$12,000,000 in Tenant Improvements

CCDC PARTICIPATION: \$740,000

PROJECT STATUS: Frame and Shell Complete

1019 W MAIN ST – 11TH & MAIN APARTMENTS – PP TYPE 1

DEVELOPER: Main Eleven LLC

PROJECT DESCRIPTION: Renovation of a former hotel into 41-unit multi-family building with ground floor commercial

TOTAL DEVELOPMENT COSTS: \$8,600,000

CCDC PARTICIPATION: \$22,000

PROJECT STATUS: Nearing Completion

11th and Main Apartments ↘





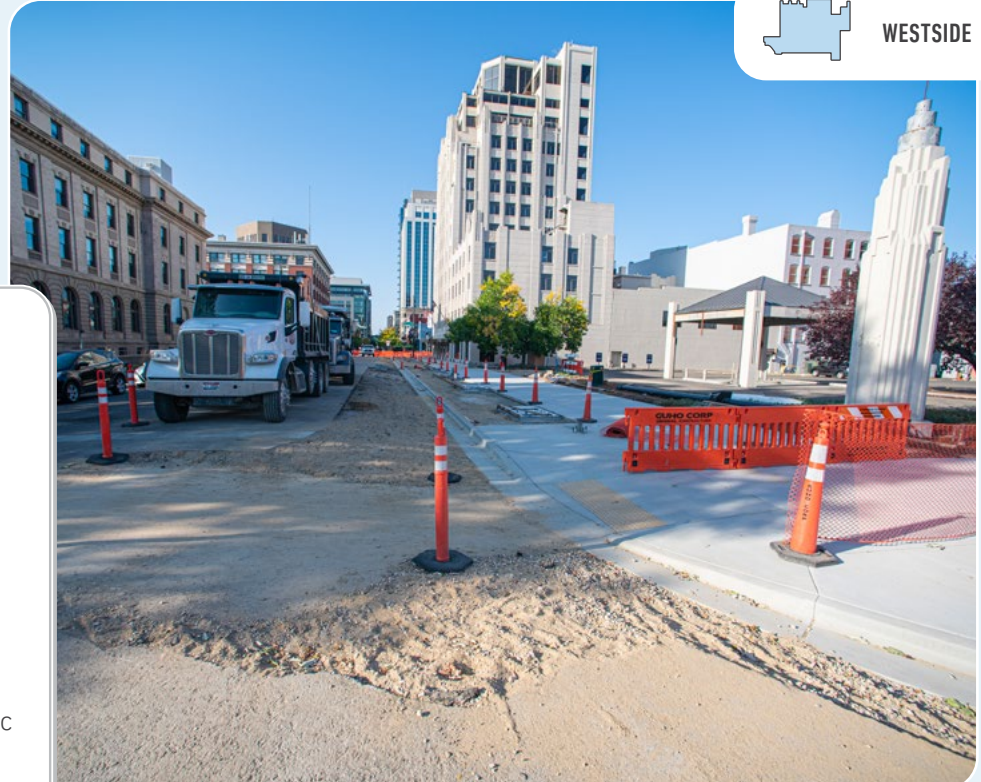
BANNOCK & 8TH STREET – STREETSCAPE IMPROVEMENTS

LOCATION: Bannock Street from 9th to Capitol. 8th Street from Bannock to State.

DESCRIPTION: A transformative project to reallocate the right of way on 8th Street from Bannock to State as well as provide streetscape improvements on Bannock Street. On 8th Street, the project will include reconfigured traffic travel lanes, an added south bound, dedicated bike lane, north bound bike sharrow lane and reconfigured parking. The project will also include streetscape improvements, fiber optic conduit expansion, geothermal network expansion and road resurfacing.

PROJECT STATUS: Under Construction

COST: Construction budget \$1,775,000



8th & Bannock Streetscapes



Downtown 11th Street Bikeway Concept Design



DOWNTOWN 11TH STREET BIKEWAY CONCEPT DESIGN

LOCATION: 11th Street from State to River St.

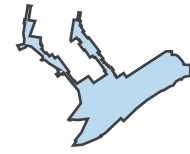
DESCRIPTION: CCDC, in partnership with the City of Boise, completed a concept development process that engaged with residents, business and property owners, and street users to understand existing needs and desires along the corridor for a bikeway concept that is inviting for all ages and abilities. The project team evaluated multiple alternatives to meet the project’s goal of providing a low-stress bicycling experience to a range of people and to respond to feedback heard during the two public outreach efforts. Feedback from the public and stakeholder agencies resulted in a final concept design that features a raised bike lane design. Construction of the bikeway is scheduled for 2022.

TOTAL COST: \$117,000



30TH STREET DISTRICT

2014 — ● — ● — ● — ● — ○ — 2033

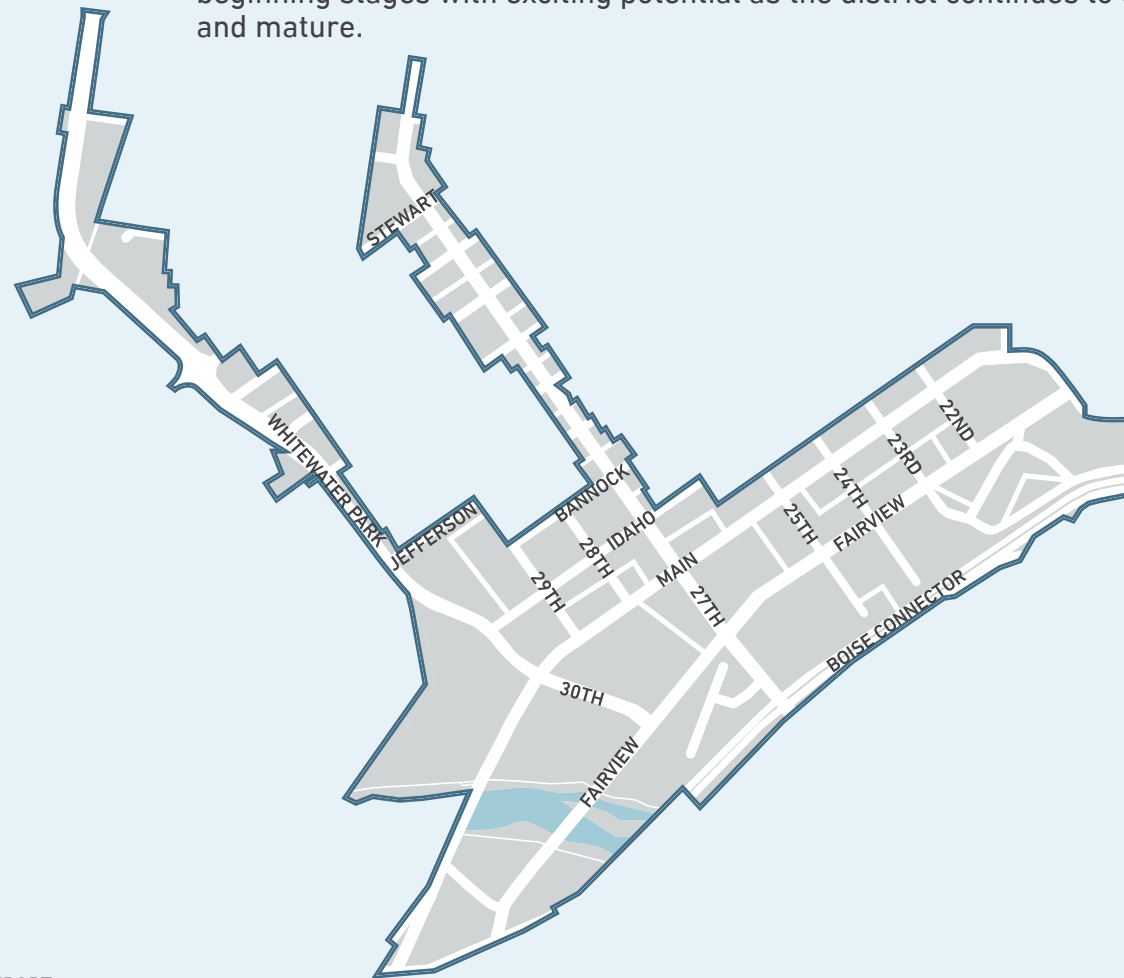


213 ACRES

Established in 2014, the 30th Street district was envisioned as a premier urban place celebrating its unique location between the Boise River Corridor and downtown Boise. With a focus on the surrounding neighborhoods, the 30th Street master plan seeks to enhance the area, not make drastic changes to the established community. Key goals for the district include:

- Recognize and celebrate the unique natural setting of the area and the amenities it provides
- Allow for neighborhood revitalization that broadens the range of housing, employment, shopping and transportation options, while respecting and strengthening the existing character of the neighborhoods
- Expand arts and culture in the area to create identity and a sense of community
- Create more sustainable development and transportation options and promote healthy lifestyles through increased cycling and pedestrian facilities

Collaborative partnerships have helped projects such as Adare Manor and New Path come to fruition and provide housing to a range of income levels. Several new development projects are in the beginning stages with exciting potential as the district continues to evolve and mature.



30TH STREET

SHORELINE DISTRICT



As one of CCDC's newest districts, Shoreline is a diverse, mixed-use area tied together by the Greenbelt and Boise River. The district has abundant recreational resources with opportunities to increase connectivity and allow for safe, complete access to the natural amenities. The objectives and desired outcomes for the Shoreline District were guided by community conversations, on-site tours and observations, existing community planning documents, and on-going efforts from stakeholders and partners. Desired outcomes for the district include:

- Solve public infrastructure deficiencies in the Lusk Street Neighborhood
- Revitalize the River Street Neighborhood
- Enhance amenities and mobility along the Boise River
- Assist in development of a mixed-use neighborhood center

Still quite young, the Shoreline District holds great potential for revitalization. Opportunities for redevelopment of vacant and underutilized parcels are prevalent throughout the area. Its proximity to downtown as well as Boise State University creates a need for a variety of housing types, services, and amenities for residents, workers, and students.



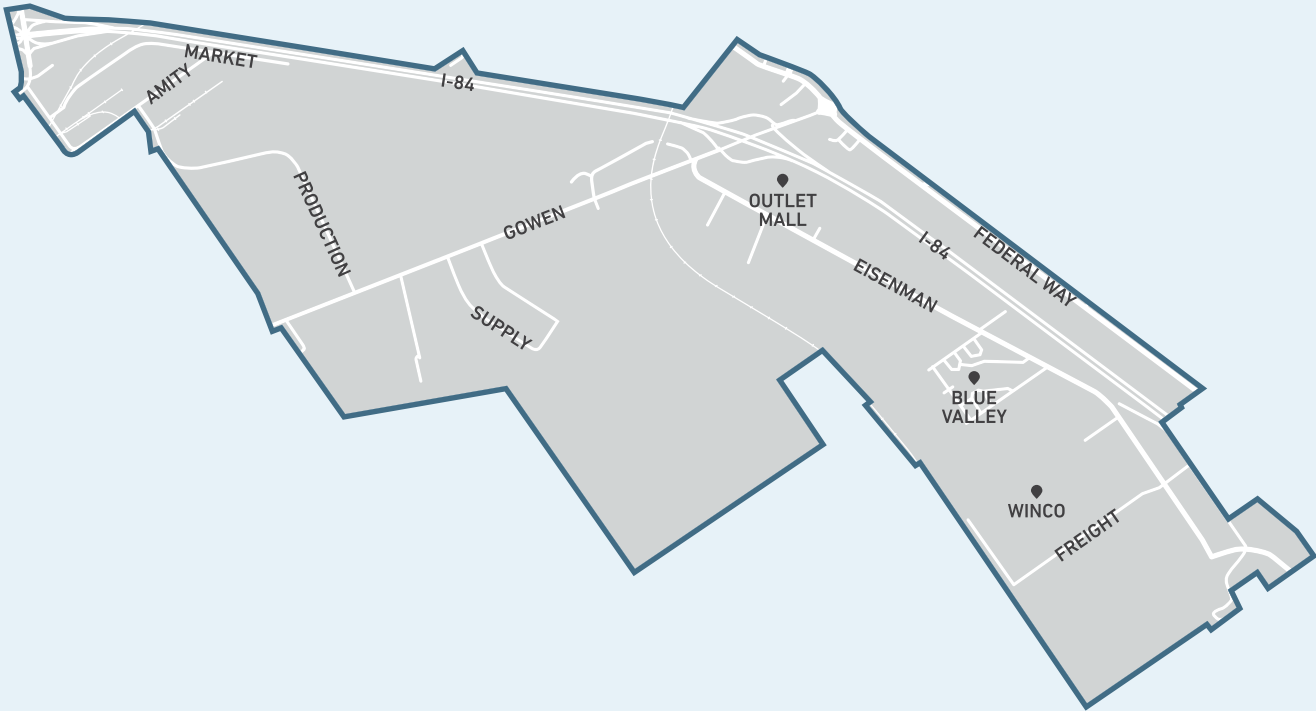
GATEWAY EAST DISTRICT




Gateway East is a largely undeveloped area of Boise that, due to its location and zoning, is a prime area to serve as the city’s industrial hub. A first of its kind, the Gateway East Urban Renewal District holds opportunity to solve public infrastructure deficiencies in the area southeast of the Boise Airport, revitalize the Eisenman Road corridor and enhance opportunities for economic and industrial development in the area. City leaders and community members shared a vision for the area that included specific goals such as:

- Improve infrastructure through projects that could include new sidewalks, roads, utility improvements, and streetlights
- Diversify Boise’s economy with industrial development that can help local businesses expand and attract new businesses
- Initiate projects designed to increase workforce transportation and mobility options
- Secure and improve certain public open space in critical areas

The Gateway East District has already seen tremendous success in its first year with several major development projects coming to the area. With a base value of \$303 million, the total property value for the district is anticipated to be \$443 million in 2021.



 **9025 Federal Way**

9025 FEDERAL WAY

DEVELOPER: 9025 Federal, LLC
SIZE: 11,000 square foot office and warehouse building
TOTAL DEVELOPMENT COSTS: \$2,100,000
CCDC PARTICIPATION: \$92,000
PROJECT STATUS: Temporary Certificate of Occupancy

9100 E EISENMAN – R&L – PP TYPE 2

DEVELOPER: R&L Carriers
PROJECT DESCRIPTION: 60,000 SF freight terminal with a 9,000 SF maintenance hangar and 5,000 SF of office space creating an estimated 56 permanent jobs with a median salary of \$58,000
TOTAL DEVELOPMENT COSTS: \$9,800,000
CCDC PARTICIPATION: \$385,000
PROJECT STATUS: Under Construction



9100 Eisenman 



 **Boise Gateway Industrial Park**

9605 S EISENMAN – BOISE GATEWAY 1 – PP TYPE 2

DEVELOPER: Boyer Company
DESCRIPTION: 168,000 SF industrial building with related infrastructure and site improvements creating an estimated 60 permanent jobs with a median salary of \$44,000.
TOTAL DEVELOPMENT COSTS: \$12,770,500
CCDC PARTICIPATION: \$425,244
PROJECT STATUS: Complete



PARKING & MOBILITY

Expand mobility choices that include parking and multiple transit modes to enable universally accessible urban districts.



GARAGE CODE COMPLIANCE

CCDC owns six public parking garages that were designed and constructed prior to 2007. Due to the evolution of building and accessibility codes, in 2019 CCDC hired Hutchison-Smith Architects to conduct an independent, professional review of compliance with building codes under which each of five of these garages was constructed as well as the current 2015 International Building Code. Emphasis of the review was on “Life Safety and Accessibility,” including evaluation of elevators and fire sprinklers.

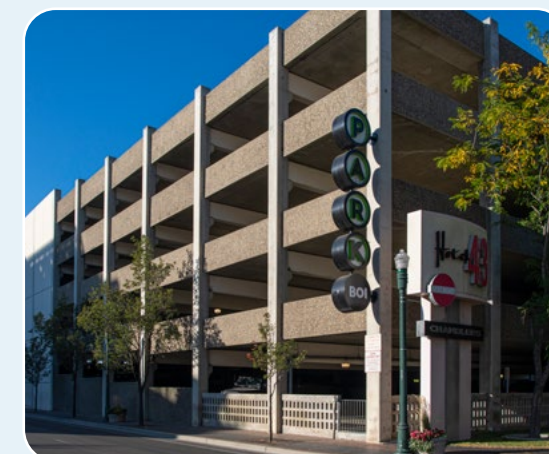
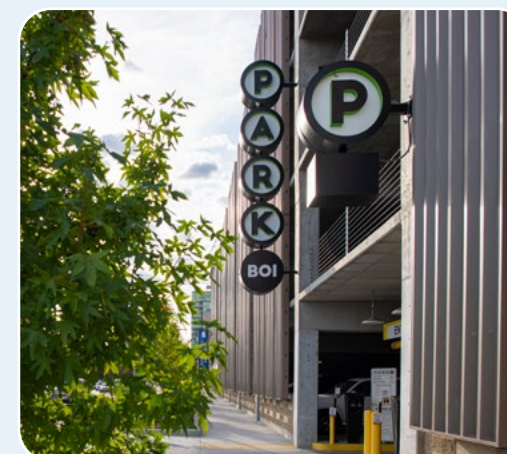
In response to the findings, CCDC invested \$1 million in 2020 to improve safety and accessibility in its garages. Major improvements included modernization of four elevators, replacement of most doors and hardware, and construction or restoration of accessible routes.

WAIVING MONTHLY PARKING FEES IN MAY AND APRIL

In a direct response to the financial hardship Treasure Valley citizens faced at the beginning of the pandemic, CCDC waived the parking fees for its monthly customers in April and May, effectively freeing up \$660,000 of obligations customers could spend to prop up the economy elsewhere. The action was proposed by agency employees and ratified by the Board of Commissioners during the April 2020 Board Meeting. Quote from a customer - “Thank you. My husband is out of work since January because of this. You have no idea how much I appreciate this. Every dollar is precious right now.”

A COMMITMENT TO CLEAN AND SAFE

In response to the unprecedented times of 2020, ParkBOI and CCDC committed to a high standard of safety in the seven public parking garages for customers, downtown visitors and residents. All ParkBOI garages were, and continue to be, disinfected and cleaned twice a day in commonly touched areas including door handles, elevator buttons, railings, and payment kiosks.



CONNECTING COMMUNITIES

STATE STREET DISTRICT

89% of Boise thinks State Street could be better.
We Agree.

In a 2020 survey, 89 percent of Boise residents stated that State Street needs improvements – 40 percent think the area needs fixing right away. The State Street project is developing solutions to make State Street safe, sustainable and connected.

The proposed State Street District holds the promise of facilitating the development of compact, mixed use activity centers along State Street that are oriented toward and supportive of high-quality transit options along the corridor.

The State Street District holds the opportunity for CCDC to assist with redevelopment of the State Street corridor from an auto-dominated commercial corridor into a series of walkable, mixed-use activity centers supportive of high-quality transit service between Eagle and Downtown Boise. This assistance could include utility upgrades, construction of civic amenities—such as parks, pathways, and public art—and enhancing economic opportunities for businesses and residents along State Street.

The City of Boise determined the study area eligible for urban renewal assistance and directed Capital City Development Corporation, Boise's redevelopment agency, to proceed with the State Street District formation process by Resolution 228-19 on June 4, 2019.

Establishing the proposed State Street District is a multi-step public process that relies on input and feedback from neighborhoods, businesses, commuters, experts and consultant, and public agencies. There will be several opportunities for public input prior to drafting a final plan for the district. For more information about the process and upcoming opportunities, please visit ccdcstatestreet.com

2020 FINANCIAL STATEMENTS

STATEMENT OF NET POSITION

AS OF SEPTEMBER 30, 2020 AND 2019

	2019	2020	Percentage Change 2019-2020
Current & Other Assets	\$67,081,591	\$71,393,640	6.4%
Capital Assets	24,636,940	24,465,970	(0.7%)
Total Assets	91,718,531	95,859,610	4.5%
Deferred Outflows of Resources	222,751	308,161	38.3%
Long-term Debt Outstanding	19,422,159	16,367,123	(15.7%)
Other Liabilities	1,934,570	1,433,898	(25.9%)
Total Liabilities	21,356,729	17,801,021	(16.6%)
Deferred Inflows of Resources	16,089,766	15,640,581	(2.8%)
Net Position			
Net Investment in Capital Assets	20,995,763	21,505,532	2.4%
Restricted	32,379,190	40,483,630	25.0%
Unrestricted	1,119,834	737,007	(34.2%)
Total Net Position	\$54,494,787	\$62,726,169	15.1%

Thirty-four percent of the Agency's net position is invested in Capital Assets (i.e. land, buildings, equipment, parking facilities, and other, net of long term liabilities) with the remaining balance of net position to provide for ongoing obligations and subsequent year activities.

REVENUES: Charges for Services include lease revenues from the Ada County Courthouse Corridor Project and from properties held for redevelopment in Westside District, and from leasing activities in parking fund. Operating Grants & Contributions include various reimbursements. Parking includes proceeds generated from operating the public parking garages. General Revenues include earnings on investments. Overall, total Agency revenues decreased \$1,137,254 compared with the prior year. Tax increment revenues increased \$1,462,466 compared to fiscal year 2019, due to the increase in property valuations and new construction in Agency urban renewal districts. Parking revenues decreased \$2,560,801 mainly due to significantly less parking activities impacted by the pandemic.

EXPENSES: Community Development includes the general expenses of the Agency related to fulfilling its mission. Interest on Long-Term Debt includes the interest portion of payments related to long-term financing arrangements. Parking Facilities includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2020 decreased \$4,721,554. The change was primarily due to the decrease in major community development projects.

STATEMENT OF ACTIVITIES

FOR YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	2019	2020	Percentage Change 2019-2020
Revenues			
Program Revenues			
Charges for Services	\$704,031	\$733,400	4.2%
Operating Grants & contributions	672,433	614,549	(8.6%)
Parking	8,625,213	6,064,412	(29.7%)
Total Program Revenue	10,001,677	7,412,361	(25.9%)
General Revenue			
Property Tax Increment	15,098,047	16,560,513	9.7%
Unrestricted Investment			
Earnings	316,613	306,209	(3.3%)
Total Revenues	25,416,337	24,279,083	(4.5%)
Expenses			
Program Expenses			
Community Development	16,101,774	11,647,826	(27.7%)
Interest on Long-Term Debt	819,041	614,031	(25.0%)
Parking Facilities	3,848,440	3,785,844	(1.6%)
Total Program Expenses	20,769,255	16,047,701	(22.7%)
Special Item			
District Termination - fund balance return to Ada County	(661,379)	-	(100.0%)
Increase in Net Position	3,985,703	8,231,382	106.5%
Net Position - Beginning	50,509,084	54,494,787	7.9%
Net Position - Ending	\$54,494,787	\$62,726,169	15.1%

The Statement of Activities provides a summary of the Agency's operation for the fiscal year ended September 30, 2020. Prior year data is presented for comparison purposes.



FINANCIAL HIGHLIGHTS

- The fiscal year 2020 budget was amended once during the year. The budget was decreased for amounts related to the timing of capital improvement projects that were continued into the next fiscal year or for capital improvement projects that were added, deleted or modified during the fiscal year. The budget also reflected decreased amounts for parking revenues due to the pandemic.
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of \$54,406,140, of which \$53,669,133 is nonspendable, restricted, committed or assigned.
- During fiscal year 2020 the Agency's expenses were \$16,047,701 compared to the \$20,769,255 reported in 2019. The change was primarily due to the decrease in community development expenses related to the decrease in capital projects in 2020.

- Total revenues decreased by \$1,137,254. The decrease is mainly due to the fact that: (1) the Agency waived monthly parking fees for the month of April and May when the pandemic began in Idaho; (2) the hourly parking revenue has been negatively impacted by the pandemic since late March.
- Interest and fees expense on long-term debt in governmental activities decreased by \$205,010 compared with fiscal year 2019. In fiscal year 2020, no refunding or early redemption occurred.
- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues decreased \$2,560,801 primarily due to: 1) decreased parking activities impacted by the pandemic and 2) the Agency waived monthly parking fees for the months of April and May when the pandemic began in Idaho. Revenue allocation funds increased 9.7% or \$1,462,466 in fiscal year 2020 as compared to the prior year due to the increased property valuations and new construction in Agency urban renewal districts.

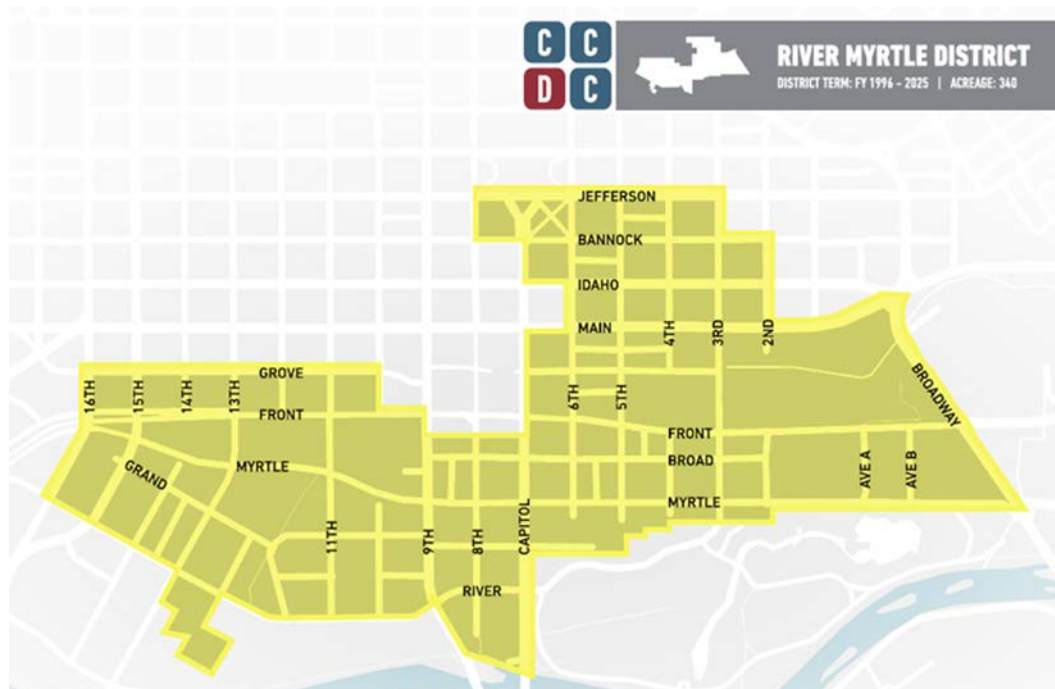


V. INFORMATION ITEMS



DATE: March 8, 2021
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 hotel and garage components of the project are complete and are under review by the Agency for reimbursement. The parking garage portion (540 total spaces) opened for customers in mid-March 2020. CCDC began leasing 200 monthly, reserved spaces for public use starting May 1, 2020. The CCDC Board approved an additional \$90,000 in eligible expenses for a public art element at its December 2019 meeting. After a formal selection process the 'Pale Blue Dot' art

piece was approved at the December 2020 Board meeting. Installation on the stairwell wall facing Front Street is scheduled for 2021. *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 the parking garage 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: Alexandra Monjar*

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 began January 2021 with an anticipated Certificate of Occupancy by Winter 2022. *Project Lead: Alexandra Monjar*

406 W. Broad Street – Hearth (Formerly the 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: Alexandra Monjar*

512 W. Grove Street – The Lucy - 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. The project is under construction with framing underway. *Project Lead: Alexandra Monjar*

116 6th Street – Thomas Logan - 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 &

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.

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. Sixth Street improvements are included in CCDC's Capital Improvement Plan and will be reimbursed upon completion. Grove Street improvements account for approximately \$130,000 of Eligible Expenses. Depending on the timeline of design approval for Grove St and this project's construction, CCDC or the developer will build the Grove Street streetscape and the expenses will be reimbursed with the Agency's budget in the current CIP. 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. An amendment to the Agreement is in process to coordinate construction timing for CCDC Capital Improvement Plan projects. The Amendment will be presented to the Board upon completing coordination among the different projects since original timelines have shifted. *Project Lead: Alexandra Monjar*

600 W. Front Street - The Vanguard - PP Type 2: Visum 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. Visum 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: Alexandra Monjar*

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 developer 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. *Project Lead: Zach Piepmeyer*

ParkBOI - Capitol & Myrtle Parking Garage - Agency Owned Property: All light fixtures in the Capitol & Myrtle garage have been upgraded to LED. Project was completed on February 17, 2021. *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 Board approved the agreement on February 8, 2021. Construction on the project is wrapping up. *Project Lead: Alexandra Monjar*

ParkBOI - 11th & Front Parking Garage - Agency Owned Property: Additional suicide prevention signs have been added to top levels of garage. *Project Lead: Aaron Nelson*

Place Making

Grove Street - Multi-Block Improvement Project: CCDC conducted an inclusive, community-driven visioning process to develop a place-making strategy for this site. The process began in June 2020 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. The visioning document was presented to the Board at its December 14, 2020 meeting. An RFQ for a professional design team to further the project has been issued and received. Jensen Belts Associates has been hired as the landscape architect of record and has started work on schematic design. An RFQ for CMGC selection was issued on February 25 and is due on March 17. Stakeholder meetings will resume the end of March to gather public feedback. *Project Leads: Karl Woods, Jordyn Neerdaels*

Linen Blocks - W. Grove Street Improvements: The Linen Blocks on Grove Street between 10th and 16th streets are being assessed for catalytic infrastructure improvements. CCDC kicked off an inclusive community-driven visioning process in September 2020 to develop a reinvestment strategy for that area. The first stakeholder visioning meeting took place on February 24 to start defining a community-supported vision for the area. A public survey is scheduled to launch the first week in March 2021. *Project Lead: Amy Fimbel*

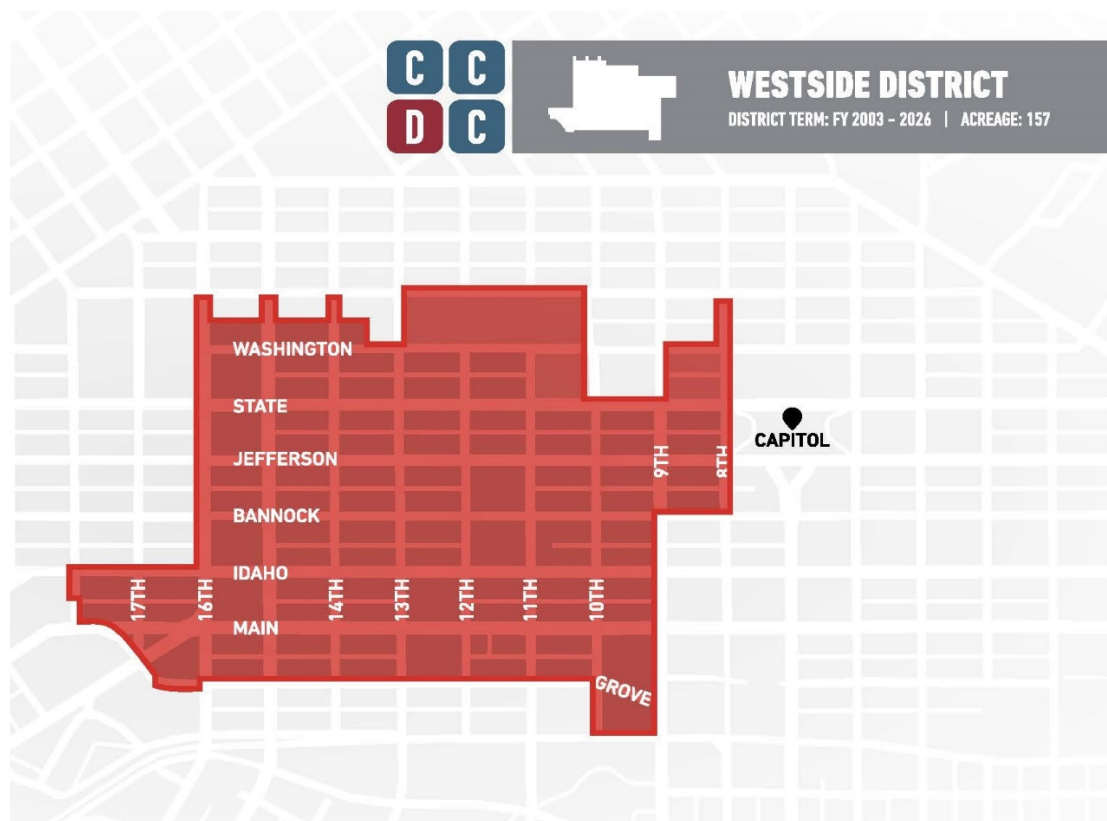
Grove Street Pathway, 3rd Street to Broadway: The Visioning Report produced through the Grove Street Old Boise Blocks concept effort confirmed that pedestrian activation of the Grove Street corridor is important and recommended an east-west bike/pedestrian connection from the intersection of 3rd/Grove to Broadway. This project seeks to establish a non-motorized multi-use pathway generally aligned with the Grove Street corridor, connecting 3rd Street to Broadway at the recently installed enhanced pedestrian crossing to Dona Larsen Park. The process will include concept work (i.e. alternatives analysis), public outreach, final design and construction. Because no continuous public right-of-way exists within which to construct the pathway, close coordination with adjacent property owners will be important. Agency initiated preliminary discussions with property owners and Agency partners. An RFQ is being developed for design-related services. It is anticipated that a consultant will be selected and project work will begin in spring of 2021. *Project Lead: Zach Piepmeyer*

Fulton Street Improvements, 9th Street to Capitol Blvd: Between 2010 and 2016 the City and CCDC engaged in several planning efforts related to the southern end of 8th Street. Out of those efforts, improvements to these two blocks of Fulton were recommended, emphasizing the corridor location at the center of the Arts & Cultural District and suggesting improvements that will facilitate street festivals and other public outdoor events such as theatre, dance and musical performances as well as outdoor markets. This project will build upon previous planning efforts with a concept phase (alternatives analysis), public and stakeholder outreach, and final design through the remainder of FY21 and early FY22. Construction is anticipated later in FY22. An RFQ has been developed and provided to three on-call consultants with proposals due March 5. Consultant design work will likely begin in April 2021. *Project Lead: Zach Piepmeyer*

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 in conjunction with the installation of the 11th Street Bikeway. To maximize public investment, the Agency is working closely with ACHD to include in the project scope ACHD planned pavement rehabilitation on 11th Street. An RFQ for a professional design team was issued; Jensen Belts Associates was selected as the design professional. Design work commenced February 2021 and will be complete by February 2022 with construction to follow in FY2022. *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. The Agency inspected the site on December 22, 2020. 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: Alexandra Monjar*

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. The Certificate of Occupancy is expected March 2021. *Project Lead: Alexandra Monjar*

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 to form a 'Core Values Working Group' to develop a RFQ-P for the site. On October 12 the Board approved the RFQ-P issuance. The final RFQ-P was published online on October 21, with a December 18, 2020, submission deadline. The three proposals the Agency received were presented by their development teams at the January 11, 2021 Board Meeting, with further Board deliberation taking place at a Special Board Meeting on January 28, 2021. On February 8th, the Board of Commissioners approved Resolution 1693 authorizing the Agency to negotiate a Disposition and Development Agreement with SMR Development LLC. *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*

421 N. 10th St - Agency Owned Property: Inventory of stored items has been taken and recorded. *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. Guho Corp began construction on Bannock with a project completion scheduled for June 2021. *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: The Agency 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 was approved by the CCDC Board at its December 2020 meeting. *Project Lead: Zach Piepmeyer*

Mobility

ParkBOI - 10th & Front Garage - Agency Owned Property: This project is part of an ongoing maintenance to stop corrosion of the reinforcing rebar in Level 2 and extend the usable service life of the garage. After receiving only one bid--roughly 50% over budget--from among three pre-qualified contractors, the Board rejected the bid at its December 2020 meeting and the Agency worked with DESMAN to re-scope the project to bring it within budget. An invitation to bid was published on January 27, with bids due February 17. Two bids were received. *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. 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: 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. The 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. The CCDC Board approved the GMP (guaranteed maximum price) at its September 14 meeting. Construction began October 20, 2020 with ribbon cutting estimated in July 2021. *Project Lead: Amy Fimbel*

30TH STREET DISTRICT



Economic Development

186 S Whitewater Park Blvd - Corner Gem / North 27th and West Main Mixed Use: The Agency has received preliminary Type 3 application materials from local developer Roundhouse regarding a multi-phase mixed-use project at the block bounded by Whitewater Park Boulevard, Fairview Avenue, N. 27th and W. Main streets. Roundhouse is currently contemplating over 150 apartment units and 15,000 square feet of commercial and retail space. A North 28th Street extension would also be built, connecting Main St. and Fairview Ave through the property. Future phases will potentially add apartment units, transportation connectivity, structured parking garage and commercial spaces. The Agency will consider the project for Designation upon further confirmation of the overall development program and Type 3 Participation Program qualification. *Project Lead: Alexandra Monjar*

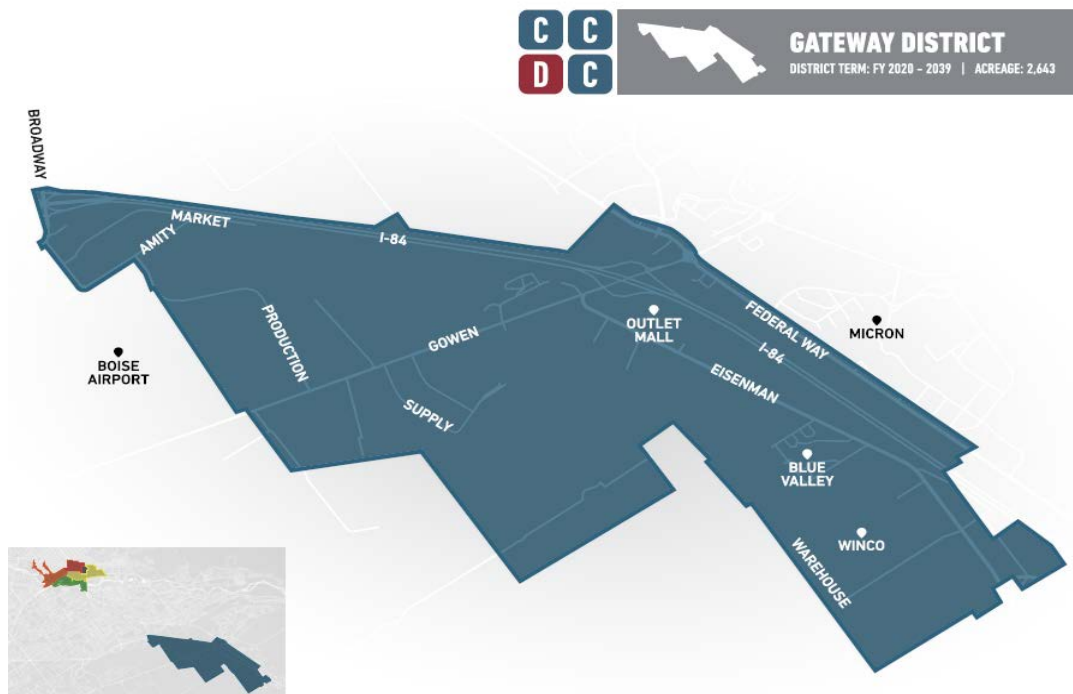
901 N 28th Street - North 27th and West Stewart Mixed Use: The Agency is in discussions with developer Prentiss Properties regarding including Participation Program Type 1 funding for a planned residential and commercial mixed-use project located at the northeast corner of N. 27th Street and Stewart Ave. The project contemplates 65 residential units and 6,000 square feet of commercial space. *Project Lead: Alexandra Monjar*

2850 W Fletcher Street - 27th and Fairview Apartments: The Agency is in discussions with developer KAL Pacific & Associates regarding including Participation Program Type 2 funding for its planned residential and commercial mixed-use project located at the 27th and Fairview. The project contemplates a four-story, 358-unit apartment building with office and ground-floor retail space. *Project Lead: Alexandra Monjar*

Mobility

Main and Fairview Transit Stations and Platforms: The City of Boise, Valley Regional Transit and CCDC are 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*

GATEWAY EAST



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 sq ft office joined to a 60,000 sq ft freight terminal, and a 9,000 sq ft 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. Estimated 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: Alexandra Monjar*

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 Agency has completed its review, finding just over \$92,000 in actual expenses. *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, now occupies and is operating out of the building. 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: Alexandra Monjar*

2155 E. Freight Street -- Boise Gateway 2 -- PP Type 2: Boise Gateway 2 is a 287,000 sq ft sort station for retail products from differing manufacturers. Products will be sorted for shipment to different facilities for order fulfillment. Approximately 17,000 square feet of the building will be used for office and administrative functions. This project is the second phase of the 140-acre Boise Gateway Industrial Park. Total project value is estimated to be \$53,900,000 with approximately \$580,000 in Eligible Expenses. Boyer Company is currently applying for CCDC support for the eligible costs. The project will be presented to the Board for designation at its March 2021 meeting. *Project Lead: Alexandra Monjar*

10026 S. Eisenman Road – Mr. Gas 21 – PP Type 2: Mr. Gas is a family-owned company of convenience stores in central Idaho. Lynch Land Development is building the company's first location in Boise on a vacant parcel just off I-84 at the Eisenman exit. The 19.3-acre project includes amenities for professional drivers including trailer drop areas, a truck scale, bulk fuel storage facilities, temporary and overnight parking, outdoor patio, and showers, prepared foods and essential goods in an 11,000 square foot convenience store. Total estimated development costs are approximately \$12.9 million with just over \$1 million spent on public improvements to extend water and sewer main lines from Freight St and install a sidewalk with landscaped buffer and streetlights. CCDC estimates the agency will be able to reimburse approximately \$480,000 of these costs. The Board designated this project at its February 2021 meeting with construction expected to begin the following month. *Project Lead: Alexandra Monjar*

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 to be able to cross a future pathway running along the railroad below the bridge, fiber optic conduit, and wider sidewalks in the project. ACHD awarded the construction contract to Concrete Placing Company with a notice to proceed of March 1, 2021. The bid amount for CCDC's items was \$421,547; CCDC has sufficient funds for this amount plus 10 percent contingency. *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: New suicide prevention signs have been installed on top levels. Stair tower doors have had new decals installed to discourage skateboarding and scooters in the garage. *Project Lead: Aaron Nelson*

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 elevator serving the garage's Main Street entrance passed inspection in February 2021 and is back in full service. The 9th & Main elevator modernization project is also complete. *Project Lead: Aaron Nelson*

ParkBOI - 9th & Front Parking Garage - Agency Owned Property: The stair towers on the 9th & Front Garage have experienced water infiltration damage. The Agency received no bids as of the December 1 deadline. The Agency has negotiated a contract with Guho Corp that will be presented for consideration at the Board's March meeting. *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. Construction is substantially complete and project closeout is in progress. *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. The Agency executed a Change Order to add the Capitol & Front garage and, due to supply issues, extend the contract to April 2021. Upon project completion, 100% of CCDC/ParkBOI garages will be illuminated with energy-efficient LED lighting. Capitol & Myrtle and Capitol & Front LED upgrades were complete as of February. *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. In November 2020, CCDC and Kittelson & Associates completed a public engagement process which resulted in the preferred raised bike lane concept design for 11th Street from River Street to State 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 as well as streetscape improvements. An RFQ for a professional design team to advance the design has been issued and Jensen Belts



Associates was selected as the design professional. Design work commenced February 2021 and will be complete by February 2022 with construction to follow in FY2022. *Project Lead: Amy Fimbel*

State Street Study Area: The Agency and consultants have completed planning context and assessment and are now performing gap analysis, developing project lists and cost estimates, and planning subsequent stakeholder outreach. The Agency and consultants are also working to launch a second virtual open house and online survey in March to get input on the prioritization of improvements identified in gap analysis and during the first open house. The Agency has begun regular coordination meetings with City of Boise, transportation agencies, and the Boise School District. The Board will receive the final urban renewal plan and corridor framework in summer 2021 for consideration of approval, with the goal of establishing the new district by the end of calendar year. *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. 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	TBD	November 30, 2021
Issues/Comments:	Agency is looking into getting Directors & Officers insurance for the COA based on a request from a COA member.	

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 23, 2020	TBD	February 28, 2021
Issues/Comments:	\$14,000 will be added to the condo budget to accommodate escalator maintenance, cleaning and inspection. The condo association would also like to switch the annual meeting to October for budgeting in accordance with condo declarations.	

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:		

#



VI. ADJOURN



END