



BOARD OF COMMISSIONERS MEETING

October 11, 2021

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
October 11, 2021, 12 p.m.

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

A G E N D A

I. CALL TO ORDER Chair Zuckerman

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS..... Chair Zuckerman

III. WORK SESSION

A. Fulton Street Improvements, 9th to Capitol - Project Introduction (10 minutes) Zach Piepmeyer

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report - September 2021

B. Minutes and Reports

1. Approval of September 20, 2021 Meeting Minutes

C. Other

1. Approve Resolution 1729 - 113 S 5th St - 5th & Grove Office - Type 1 Participation Agreement

2. Approve Resolution 1730 - First Amendment to 512 W Grove St Type 2 Participation Agreement

3. Approve Resolution 1724 - 202 S. 6th Street - Home2Suites - Amendment to Type 3 Participation Agreement

4. Approve Resolution 1728 - Appointment of Joey Chen as Acting Chief Administrative Officer

V. ACTION ITEM

A. CONSIDER: Approve Resolution 1727 - FY2022 - FY2026 Capital Improvement Plan (10 minutes)
..... Doug Woodruff, Kevin Martin

B. CONSIDER: Authorization to Proceed - Early Redemption for 2011B, 2017A and 2017B Bonds
(5 minutes)..... Joey Chen

C. CONSIDER: Approve Resolution 1726 - Ranking for CM/GC Services for Linen Blocks on Grove Streetscape Improvements Project (10 minutes)..... Amy Fimbel/Kathy Wanner

D. CONSIDER: Resolution 1723 - Selection of On-Call Design Professionals - Structural, Mechanical and Electrical Engineers (10 minutes)..... Kathy Wanner

VI. ADJOURN

This meeting will be conducted in compliance with the Idaho Open Meetings Law. Consistent with COVID-19 guidance from the Centers for Disease Control and Prevention (CDC), attendees will be required to completely cover their nose and mouth with a mask (limited exemptions may apply). Interested members of the public are welcome and are encouraged to attend virtually via the Watch Live link

above. Due to limited seating in-person attendees may be required to wait outside the meeting room once the meeting room capacity is reached.

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. WORK SESSION



IV. CONSENT AGENDA



Paid Invoice Report

For the Period: 9/1/2021 through 9/30/2021

| Payee | Description | Payment Date | Amount |
|----------------------------|---------------------------------------|----------------|------------------------|
| Debt Service: | | | |
| Payroll: | | | |
| PERSI | Retirement Payment | 9/7/2021 | 17,147.56 |
| EFTPS - IRS | Federal Payroll Taxes | 9/8/2021 | 13,928.28 |
| Idaho State Tax Commission | State Payroll Taxes | 9/8/2021 | 2,022.00 |
| CCDC Employees | Direct Deposits Net Pay | 9/8/2021 | 36,661.45 |
| PERSI | Retirement Payment | 9/20/2021 | 17,177.70 |
| EFTPS - IRS | Federal Payroll Taxes | 9/22/2021 | 13,984.42 |
| Idaho State Tax Commission | State Payroll Taxes | 9/22/2021 | 2,031.00 |
| CCDC Employees | Direct Deposits Net Pay | 9/22/2021 | 36,754.86 |
| Total Payroll Payments: | | | 139,707.27 |
| Checks and ACH | | | |
| Various Vendors | Check and ACH Payments (See Attached) | September 2021 | 1,597,161.04 |
| Total Cash Disbursements: | | | \$ 1,736,868.31 |

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

Joey Chen
Finance Director

10/5/2021
Date

John Brunelle
Executive Director

10/5/2021
Date

Report Criteria:
Detail report type printed

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|-----------------------------|--------------|------------|--------------|------------------|
| 4182 | A. W. Rehn & Assoc Inc | IN000014550 | COBRA Annual payment | 10/01/2021 | 150.00 | 64030 | 09/28/2021 |
| Total 4182: | | | | | 150.00 | | |
| 4136 | Abbey Louie | 223 A | Management Training FY2 | 08/31/2021 | 4,000.00 | 12137 | 09/29/2021 |
| Total 4136: | | | | | 4,000.00 | | |
| 4082 | Acme Fast Freight | 1600008703 | 11th & Front garage CAM e | 09/01/2021 | 2,014.50 | 12138 | 09/29/2021 |
| Total 4082: | | | | | 2,014.50 | | |
| 4126 | Agnew Beck Consulting Inc | 9696 | Linen Blocks - W. Grove St | 07/31/2021 | 2,164.50 | 12151 | 09/30/2021 |
| | | 9696 | Linen Blocks - W. Grove St | 07/31/2021 | 240.50 | 12151 | 09/30/2021 |
| | | 9697 | Old Boise Blocks on Grove | 07/31/2021 | 7,058.75 | 12151 | 09/30/2021 |
| | | 9772 | Linen Blocks - W. Grove St | 08/30/2021 | 1,531.12 | 12151 | 09/30/2021 |
| | | 9772 | Linen Blocks - W. Grove St | 08/30/2021 | 170.13 | 12151 | 09/30/2021 |
| | | 9773 | Old Boise Blocks on Grove | 08/30/2021 | 1,896.25 | 12151 | 09/30/2021 |
| Total 4126: | | | | | 13,061.25 | | |
| 3838 | American Fire Protection L | 12244 | Service call | 08/28/2021 | 2,232.50 | 64031 | 09/28/2021 |
| | | 12250 | Monthly pump inspection & | 08/28/2021 | 185.00 | 64031 | 09/28/2021 |
| | | 12303 | Service call | 09/13/2021 | 165.00 | 64031 | 09/28/2021 |
| | | 12317 | Service call | 09/16/2021 | 415.00 | 64031 | 09/28/2021 |
| Total 3838: | | | | | 2,997.50 | | |
| 1316 | Blue Cross of Idaho | 2122900000 | Health Insurance - Sept 20 | 09/01/2021 | 22,510.58 | 64026 | 09/01/2021 |
| Total 1316: | | | | | 22,510.58 | | |
| 1385 | Boise City Utility Billing | 848 W MAIN | 848 Main St # 0447416001 | 09/01/2021 | 8.42 | 12176 | 09/27/2021 |
| Total 1385: | | | | | 8.42 | | |
| 4022 | Boxcast Inc | B57F3A3-00 | storage fees | 09/01/2021 | 24.75 | 12139 | 09/29/2021 |
| Total 4022: | | | | | 24.75 | | |
| 3816 | Capitol Landscape Inc. | 090321 CL | Tree grate & Paver repair | 09/03/2021 | 870.00 | 12140 | 09/29/2021 |
| | | 82421 CL | 9th Between ID & Main | 08/24/2021 | 750.00 | 12140 | 09/29/2021 |
| | | 91421 CL | Tree gate repair-RMOB | 09/17/2021 | 960.00 | 12140 | 09/29/2021 |
| | | 92221 RMOB | Broad & Capitol paver repa | 09/22/2021 | 740.00 | 12140 | 09/29/2021 |
| | | 92221 WS | 9th & Main repair pavers & | 09/22/2021 | 950.00 | 12140 | 09/29/2021 |
| Total 3816: | | | | | 4,270.00 | | |
| 3712 | Car Park | 092121 TCP | Settle Undeposited Funds | 09/21/2021 | 47,581.60 | 12152 | 09/30/2021 |
| | | 7302021 | 5th & Front parking Lease | 07/31/2021 | 30,000.00 | 12152 | 09/30/2021 |
| | | 7302021 | 5th & Front Parking Reven | 07/31/2021 | 29,100.00- | 12152 | 09/30/2021 |
| | | 7312021 RE | 5th & Front return of funds | 08/29/2021 | 1,197.50 | 12152 | 09/30/2021 |
| | | AUG2021 | 10th & Front - Grove | 08/31/2021 | 23,549.90 | 12152 | 09/30/2021 |
| | | AUG2021 | 9th & Front - City Centre | 08/31/2021 | 35,264.20 | 12152 | 09/30/2021 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|---------------|---------------------|----------------|-----------------------------|--------------|------------|--------------|------------------|
| | | AUG2021 | 9th & Main - Eastman | 08/31/2021 | 23,757.66 | 12152 | 09/30/2021 |
| | | AUG2021 | Cap & Front - BLVD | 08/31/2021 | 721.05 | 12152 | 09/30/2021 |
| | | AUG2021 | Cap & Main - Cap Terrace | 08/31/2021 | 27,750.21 | 12152 | 09/30/2021 |
| | | AUG2021 | Cap & Myrtle - Myrtle | 08/31/2021 | 15,015.30 | 12152 | 09/30/2021 |
| | | AUG2021 | 10th & Front - refunds | 08/31/2021 | 281.37 | 12152 | 09/30/2021 |
| | | AUG2021 | 9th & Front - refunds | 08/31/2021 | 234.29 | 12152 | 09/30/2021 |
| | | AUG2021 | 9th & Main - Eastman-refu | 08/31/2021 | 150.24 | 12152 | 09/30/2021 |
| | | AUG2021 | Cap & Front - BLVD refund | 08/31/2021 | 3,640.00 | 12152 | 09/30/2021 |
| | | AUG2021 | Cap & Myrtle - Myrtle refun | 08/31/2021 | 133.50 | 12152 | 09/30/2021 |
| | | AUG2021 | Cap & Main - Cap Terrace r | 08/31/2021 | 219.61 | 12152 | 09/30/2021 |
| | | JUL2021 | 10th & Front - Grove | 07/22/2021 | 25,290.95 | 12152 | 09/30/2021 |
| | | JUL2021 | 9th & Front -City Centre | 07/22/2021 | 34,804.88 | 12152 | 09/30/2021 |
| | | JUL2021 | 9th & Main - Eastman | 07/22/2021 | 44,445.25 | 12152 | 09/30/2021 |
| | | JUL2021 | Cap & Front - BLVD | 07/22/2021 | 1,615.59 | 12152 | 09/30/2021 |
| | | JUL2021 | Cap & Main - Cap Terrace | 07/22/2021 | 33,080.41 | 12152 | 09/30/2021 |
| | | JUL2021 | Cap & Myrtle - Myrtle | 07/22/2021 | 20,566.69 | 12152 | 09/30/2021 |
| | | JUL2021 | 9th & Front - refunds | 07/22/2021 | 12.00 | 12152 | 09/30/2021 |
| | | JUL2021 | 9th & Main - Eastman-refu | 07/22/2021 | 21.00 | 12152 | 09/30/2021 |
| | | JUL2021 | Cap & Main - Cap Terrace r | 07/22/2021 | 3.00 | 12152 | 09/30/2021 |
| Total 3712: | | | | | 340,236.20 | | |
| 1556 | Caselle Inc. | 111125 | Contract support - Sept 20 | 09/01/2021 | 840.00 | 64027 | 09/01/2021 |
| Total 1556: | | | | | 840.00 | | |
| 1595 | City of Boise | IL1748 | Downtown Core Maint - R | 08/28/2021 | 1,983.33 | 64032 | 09/28/2021 |
| | | IL1748 | Downtown Core Maint - W | 08/28/2021 | 1,436.21 | 64032 | 09/28/2021 |
| | | IL1764 | Downtown Core Maint - R | 09/01/2021 | 1,983.33 | 64032 | 09/28/2021 |
| | | IL1764 | Downtown Core Maint - W | 09/01/2021 | 1,436.21 | 64032 | 09/28/2021 |
| Total 1595: | | | | | 6,839.08 | | |
| 3947 | Crane Alarm Service | 85745 | Fire Alarm System - Monito | 09/01/2021 | 25.00 | 64033 | 09/28/2021 |
| | | 86498 | Fire Alarm System - servic | 09/10/2021 | 165.00 | 64033 | 09/28/2021 |
| Total 3947: | | | | | 190.00 | | |
| 4151 | Desman Inc | D21053 | 10th & Front Garage Struct | 07/31/2021 | 720.00 | 12141 | 09/29/2021 |
| | | D21053 | 10th & Front Garage Struct | 07/31/2021 | 1,200.00 | 12141 | 09/29/2021 |
| Total 4151: | | | | | 1,920.00 | | |
| 3882 | Eighth and Main LLC | 062321 | FY21 garage easement agr | 06/28/2021 | 33,142.00 | Multiple | Multiple |
| Total 3882: | | | | | 33,142.00 | | |
| 1838 | Elam & Burke P.A. | 192401 | Ada County Reuse of Parc | 08/29/2021 | 45.00 | 12153 | 09/30/2021 |
| | | 192402 | Units 401/102 Civic Partner | 08/29/2021 | 270.00 | 12153 | 09/30/2021 |
| | | 192403 | Parking Matters | 08/29/2021 | 323.70 | 12153 | 09/30/2021 |
| | | 192405 | New URD - State STreet | 08/29/2021 | 5,552.70 | 12153 | 09/30/2021 |
| | | 192409 A | Early Bond Redemption | 08/29/2021 | 1,125.00 | 12153 | 09/30/2021 |
| | | 192410 | 101-0 General | 08/29/2021 | 2,744.80 | 12153 | 09/30/2021 |
| | | 192411 | River Myrtle Implement Act | 08/29/2021 | 450.00 | 12153 | 09/30/2021 |
| | | 192412 | WS District | 08/29/2021 | 859.65 | 12153 | 09/30/2021 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|---------------|---------------------------|----------------|-----------------------------|--------------|------------|--------------|------------------|
| Total 1838: | | | | | 11,370.85 | | |
| 1982 | GGLO LLC | 002 | RMOB Linen Blocks on Gr | 08/29/2021 | 12,153.98 | 12154 | 09/30/2021 |
| | | 002 | WS Linen Blocks on Grove | 08/29/2021 | 10,278.98 | 12154 | 09/30/2021 |
| Total 1982: | | | | | 22,432.96 | | |
| 3695 | Guho Corp. | 200101063-1 | 8th & Bannock Streetscape | 09/10/2021 | 33,506.24 | 12155 | 09/30/2021 |
| | | 200101063-1 | 8th & Bannock Streetscape | 09/10/2021 | 78,180.52 | 12155 | 09/30/2021 |
| | | 200101063-1 | 8th & Bannock Streetscape | 09/10/2021 | 8,188.16 | 12155 | 09/30/2021 |
| | | 200101063-1 | 8th & Bannock Streetscape | 09/10/2021 | 3,508.91 | 12155 | 09/30/2021 |
| | | 210101035-0 | 9th & Front Garage Stair St | 08/25/2021 | 285,147.51 | 12155 | 09/30/2021 |
| | | 210101058-0 | Bollard Replacement -6th | 09/02/2021 | 450.00 | 12155 | 09/30/2021 |
| Total 3695: | | | | | 408,981.34 | | |
| 4115 | HDR Engineering Inc | 1200375528 | Main & Fairview Transit Sta | 08/30/2021 | .30 | 12142 | 09/29/2021 |
| | | 1200375528 | Main & Fairview Transit Sta | 08/30/2021 | 3,606.95 | 12142 | 09/29/2021 |
| Total 4115: | | | | | 3,607.25 | | |
| 3810 | Hummel Architects PLLC | 9947 | ParkBOI-Stairwell Hand Ra | 07/31/2021 | 6,013.00 | 12156 | 09/30/2021 |
| | | 9965 | 9th & Main Elevator Refurb | 08/28/2021 | 7,839.08 | 12156 | 09/30/2021 |
| | | 9982 | ParkBOI-Stairwell Hand Ra | 08/30/2021 | 2,577.00 | 12156 | 09/30/2021 |
| Total 3810: | | | | | 16,429.08 | | |
| 2165 | Idaho Power | 350 N 9TH S | 9th St outlets #220040660 | 08/29/2021 | 3.51 | 12175 | 09/22/2021 |
| | | 9TH & STAT | 9th & State # 2201627995 | 08/29/2021 | 3.51 | 12174 | 09/22/2021 |
| Total 2165: | | | | | 7.02 | | |
| 3900 | Idaho Records Manageme | 0146481 | Records Storage | 09/01/2021 | 79.00 | 12143 | 09/29/2021 |
| Total 3900: | | | | | 79.00 | | |
| 3966 | Involta LLC | 0064103 | Website Hosting Services 8 | 08/23/2021 | 695.70 | 12144 | 09/29/2021 |
| Total 3966: | | | | | 695.70 | | |
| 2288 | Jensen Belts Associates | 2105-5 | Old Boise Blocks on Grove | 07/31/2021 | 2,976.50 | 12157 | 09/30/2021 |
| | | 2105-5 | Old Boise Blocks on Grove | 07/31/2021 | 16,825.00 | 12157 | 09/30/2021 |
| | | 2105-6 | Old Boise Blocks on Grove | 08/29/2021 | 5,837.50 | 12157 | 09/30/2021 |
| | | 2114-4 A | 11th Street Bikeway & Stre | 08/28/2021 | 12,410.75 | 12157 | 09/30/2021 |
| | | 2114-4 A | 11th Street Bikeway & Stre | 08/28/2021 | 26,655.49 | 12157 | 09/30/2021 |
| Total 2288: | | | | | 64,705.24 | | |
| 4174 | John Rohrer Contracting C | 19044 | 10th & Front Garage Struct | 08/28/2021 | 118,108.14 | 12158 | 09/30/2021 |
| | | 19044 | 10th & Front Garage Struct | 08/28/2021 | 31,200.00 | 12158 | 09/30/2021 |
| | | 19044 | 10th & Front Garage Struct | 08/28/2021 | 16,967.00 | 12158 | 09/30/2021 |
| | | 19044 | 10th & Front Garage Struct | 08/28/2021 | 15,061.00 | 12158 | 09/30/2021 |
| Total 4174: | | | | | 181,336.14 | | |
| 4171 | J-U-B Engineers Inc | 0145829 | State Street Cultural Resou | 07/31/2021 | 2,249.00 | 12145 | 09/29/2021 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|------------------------------|--------------|-----------|--------------|------------------|
| Total 4171: | | | | | 2,249.00 | | |
| 3913 | Kimley-Horn and Associate | 19500862 | Area 6 Parking Supply/De | 08/30/2021 | 5,690.00 | 12159 | 09/30/2021 |
| Total 3913: | | | | | 5,690.00 | | |
| 2360 | Kittelson & Associates Inc. | 0119763 | 8th St Improvements, State | 07/30/2021 | 9,492.50 | 12160 | 09/30/2021 |
| | | 0119800 | 5th & Myrtle - Signalize Cro | 07/31/2021 | 600.00 | 12160 | 09/30/2021 |
| | | 0120450 | 8th St Improvements, State | 08/31/2021 | 9,085.00 | 12160 | 09/30/2021 |
| Total 2360: | | | | | 19,177.50 | | |
| 3950 | McAlvain Construction Inc. | 1210101.1 | WS Preconstruction | 08/29/2021 | 1,656.48 | 12146 | 09/29/2021 |
| | | 1210102.1 | RMOB Preconstruction | 08/29/2021 | 473.28 | 12146 | 09/29/2021 |
| Total 3950: | | | | | 2,129.76 | | |
| 2186 | McClatchy Company LLC | 34258 | Legal Notices | 06/28/2021 | 176.19 | Multiple | Multiple |
| | | 51242 | Legal Notices | 08/30/2021 | 1,669.74 | 64035 | 09/28/2021 |
| Total 2186: | | | | | 1,845.93 | | |
| 4157 | MIG Inc | 0071126 | State Street Corridor Fram | 07/31/2021 | 12,363.64 | 12161 | 09/30/2021 |
| | | 0071126 | State Street Corridor Fram | 07/31/2021 | 1,744.11 | 12161 | 09/30/2021 |
| | | 0071459 | State Street Corridor Fram | 08/31/2021 | 1,631.25 | 12161 | 09/30/2021 |
| Total 4157: | | | | | 15,739.00 | | |
| 4023 | Primary Electric Inc | 4594 | Light Repair-10th & Front | 08/30/2021 | 712.50 | 12162 | 09/30/2021 |
| | | 4675 | Light Repair-Mulligans | 09/17/2021 | 356.44 | 12162 | 09/30/2021 |
| | | 82421 RETAI | LED Upgrades - 9th & Fron | 08/24/2021 | 4,240.84 | 12162 | 09/30/2021 |
| | | 82421 RETAI | LED Upgrades - 9th & Fron | 08/24/2021 | 140.98 | 12162 | 09/30/2021 |
| | | 82421 RETAI | LED Upgrades - 9th & Fron | 08/24/2021 | 70.49 | 12162 | 09/30/2021 |
| Total 4023: | | | | | 5,521.25 | | |
| 2774 | Pro Care Landscape Mana | 39463 | 1715 Vacant Lot (Weed C | 08/28/2021 | 239.00 | 12147 | 09/29/2021 |
| | | 39772 | Landscape Maintenance - | 08/28/2021 | 68.87 | 12147 | 09/29/2021 |
| | | 39772 | Landscape Maintenance - | 08/28/2021 | 360.73 | 12147 | 09/29/2021 |
| | | 39773 | Landscape Maintenance - | 08/28/2021 | 369.69 | 12147 | 09/29/2021 |
| | | 39773 | Landscape Maintenance - | 08/28/2021 | 39.36 | 12147 | 09/29/2021 |
| | | 39774 | Landscape Maintenance - | 08/28/2021 | 48.00 | 12147 | 09/29/2021 |
| | | 39775 | Landscape Maintenance - | 08/28/2021 | 98.40 | 12147 | 09/29/2021 |
| | | 39776 | Landscape Maintenance - | 08/28/2021 | 80.00 | 12147 | 09/29/2021 |
| Total 2774: | | | | | 1,304.05 | | |
| 2798 | Quadrant Consulting Inc. | 11686 | State Street Infrastructure | 07/31/2021 | 2,610.24 | 12163 | 09/30/2021 |
| | | 11686 | State Street Infrastructure | 07/31/2021 | 8,250.00 | 12163 | 09/30/2021 |
| | | 11711 | Old Boise - Grove Street C | 08/29/2021 | 9,316.50 | 12163 | 09/30/2021 |
| | | 11732 | State Street District Map & | 08/30/2021 | 926.25 | 12163 | 09/30/2021 |
| Total 2798: | | | | | 21,102.99 | | |
| 4125 | Red Sky Inc | 12225 | Communication Services F | 07/31/2021 | 2,000.00 | 64036 | 09/28/2021 |
| | | 12241 | Communication Services F | 08/30/2021 | 2,000.00 | 64036 | 09/28/2021 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|---------------|-------------------------------|----------------|------------------------------|--------------|-----------|--------------|------------------|
| Total 4125: | | | | | 4,000.00 | | |
| 3896 | Rim View LLC | SEPT 2021 R | Monthly Rent - Trailhead S | 09/01/2021 | 15,250.00 | 64028 | 09/01/2021 |
| Total 3896: | | | | | 15,250.00 | | |
| 3929 | SB Friedman Development | 007 | Proposed State Street UR | 09/21/2021 | 4,424.10 | 12164 | 09/30/2021 |
| | | 007 | Proposed State Street UR | 09/21/2021 | 15,360.00 | 12164 | 09/30/2021 |
| | | 007 | Proposed State Street UR | 09/21/2021 | 14,540.00 | 12164 | 09/30/2021 |
| Total 3929: | | | | | 34,324.10 | | |
| 3796 | Scheidt & Bachmann USA I | 45396 | Aug 2021 Merchant Fees | 08/30/2021 | 786.58 | 12165 | 09/30/2021 |
| Total 3796: | | | | | 786.58 | | |
| 4076 | Schindler Elevator Corpora | 7100457321 | 10th & Front Elevator Upda | 09/22/2021 | 18,219.00 | 12166 | 09/30/2021 |
| Total 4076: | | | | | 18,219.00 | | |
| 3542 | Security LLC - Plaza 121 | SEPT 21 RE | Office rent - Sept 2021 | 09/01/2021 | 13,970.00 | 64029 | 09/01/2021 |
| Total 3542: | | | | | 13,970.00 | | |
| 4124 | Slichter Ugrin Architecture I | 1540 | 9th & Front Stair Structural | 09/17/2021 | 819.81 | 12167 | 09/30/2021 |
| | | 1540 | 9th & Front Stair Structural | 09/17/2021 | 15,350.00 | 12167 | 09/30/2021 |
| Total 4124: | | | | | 16,169.81 | | |
| 3974 | Stability Networks Inc. | 29911993 A | Parking Server Firewall Su | 07/22/2021 | 2,468.55 | 12168 | 09/30/2021 |
| | | 36674 | Phone System Support | 08/29/2021 | 105.00 | 12168 | 09/30/2021 |
| | | 36674 | IT Services - FY2021 | 08/29/2021 | 2,245.00 | 12168 | 09/30/2021 |
| | | 36748 | AppRiver SecureTide | 08/29/2021 | 89.00 | 12168 | 09/30/2021 |
| | | 36748 | Cisco Subscription | 08/29/2021 | 5.84 | 12168 | 09/30/2021 |
| | | 36748 | Cloud Backup | 08/29/2021 | 477.00 | 12168 | 09/30/2021 |
| | | 36748 | M365 Apps for Business | 08/29/2021 | 107.60 | 12168 | 09/30/2021 |
| Total 3974: | | | | | 5,497.99 | | |
| 3242 | Suez Water Idaho | 437 S 9TH S | 437 S 9th St irri #06006688 | 09/13/2021 | 47.89 | 12178 | 09/30/2021 |
| | | 516 S 9TH S | 516 S 9th St irri #06006391 | 09/13/2021 | 57.80 | 12179 | 09/30/2021 |
| | | 8504 SEPT 2 | Grove & 10th #060035756 | 09/13/2021 | 260.72 | 12177 | 09/30/2021 |
| Total 3242: | | | | | 366.41 | | |
| 3815 | Synoptek LLC | 1197519 | Domain Name Renewal | 07/22/2021 | 50.00 | 64037 | 09/28/2021 |
| Total 3815: | | | | | 50.00 | | |
| 4109 | Syringa Networks LLC | 21SEP0390 | internet & data | 09/01/2021 | 652.05 | 64038 | 09/28/2021 |
| Total 4109: | | | | | 652.05 | | |
| 3831 | The Land Group Inc. | 0146650 | Fulton St Improvements, 9t | 08/28/2021 | 8,720.00 | 12169 | 09/30/2021 |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|-----------------------------|--------------|----------|--------------|------------------|
| Total 3831: | | | | | 8,720.00 | | |
| 4074 | The Potting Shed | 19704 | Interior Plant Maint. | 08/31/2021 | 65.00 | 64039 | 09/28/2021 |
| Total 4074: | | | | | 65.00 | | |
| 4009 | TML Heating & Air Conditio | 3596 | Evap Filter Maint | 09/10/2021 | 59.00 | 64040 | 09/28/2021 |
| Total 4009: | | | | | 59.00 | | |
| 3170 | Treasure Valley Coffee Inc | 2160:077598 | Water & Cooler Rental | 08/28/2021 | 106.00 | 64041 | 09/28/2021 |
| Total 3170: | | | | | 106.00 | | |
| 3233 | United Heritage | 090121 UH | Disability insurance - Sept | 09/01/2021 | 1,415.29 | 64042 | 09/28/2021 |
| Total 3233: | | | | | 1,415.29 | | |
| 3835 | US Bank - Credit Cards | 082521 USB | Conference Fees | 08/30/2021 | 1,365.00 | 12136 | 09/10/2021 |
| | | 082521 USB | EFax | 08/30/2021 | 16.95 | 12136 | 09/10/2021 |
| | | 082521 USB | Office Supplies | 08/30/2021 | 793.04 | 12136 | 09/10/2021 |
| | | 082521 USB | Keyboard | 08/30/2021 | 674.76 | 12136 | 09/10/2021 |
| | | 082521 USB | Postage | 08/30/2021 | 181.20 | 12136 | 09/10/2021 |
| | | 082521 USB | Dues & Subscriptions | 08/30/2021 | 1,013.83 | 12136 | 09/10/2021 |
| | | 082521 USB | Personnel Training (Local) | 08/30/2021 | 2,070.00 | 12136 | 09/10/2021 |
| | | 082521 USB | Local Meetings | 08/30/2021 | 128.96 | 12136 | 09/10/2021 |
| | | 082521 USB | Street Furniture (New) | 08/30/2021 | 102.70 | 12136 | 09/10/2021 |
| | | 082521 USB | Street/District Improvement | 08/30/2021 | 60.21 | 12136 | 09/10/2021 |
| | | 082521 USB | Banking & Merchant Fees | 08/30/2021 | 81.40 | 12136 | 09/10/2021 |
| | | Total 3835: | | | | | 6,488.05 |
| 4068 | Veritas Material Consulting | 1650 | 10th & Front Garage Struct | 07/22/2021 | 4,779.88 | 12170 | 09/30/2021 |
| | | 1662 | 10th & Front Garage Struct | 08/30/2021 | 3,500.00 | 12170 | 09/30/2021 |
| Total 4068: | | | | | 8,279.88 | | |
| 3997 | Wash Worx | 926 | bench repair-WS | 09/16/2021 | 975.00 | 12148 | 09/29/2021 |
| | | 927 | Tree grate repair RMOB | 09/16/2021 | 250.00 | 12148 | 09/29/2021 |
| | | 928 | Tree grate repair RMOB | 09/16/2021 | 195.00 | 12148 | 09/29/2021 |
| Total 3997: | | | | | 1,420.00 | | |
| 3365 | Westerberg & Associates | 249 | Legislative Advisement Ser | 08/28/2021 | 2,000.00 | 12149 | 09/29/2021 |
| Total 3365: | | | | | 2,000.00 | | |
| 3998 | Western Records Destructi | 554426 | Records Destroyed | 08/28/2021 | 47.00 | 64043 | 09/28/2021 |
| Total 3998: | | | | | 47.00 | | |
| 3374 | Western States Equipment | IN001758354 | Bldg 8 fire pump inspection | 08/28/2021 | 274.66 | 64044 | 09/28/2021 |
| | | IN001770156 | Bldg 8 generator monthly i | 09/01/2021 | 485.13 | 64044 | 09/28/2021 |
| Total 3374: | | | | | 759.79 | | |

| Vendor Number | Name | Invoice Number | Description | Invoice Date | Amount | Check Number | Check Issue Date |
|------------------|-------------------|-------------------|------------------------|-----------------|--------------|-----------------|---------------------|
| 3398 | Wright Brothers | 18149-10 | Westside Urban Park CM | 07/22/2021 | 95,459.11 | 12171 | 09/30/2021 |
| | | 18149-11 | Westside Urban Park CM | 08/31/2021 | 146,091.19 | 12171 | 09/30/2021 |
| Total 3398: | | | | | 241,550.30 | | |
| 3990 | Xerox Corporation | 014256868 | Copier Lease | 08/29/2021 | 356.45 | 12150 | 09/29/2021 |
| Total 3990: | | | | | 356.45 | | |
| Grand Totals: | | | | | 1,597,161.04 | | |

Report Criteria:
Detail report type printed

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Conference Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
September 20, 2021

I. CALL TO ORDER:

Board Members appeared remotely, as did John Brunelle Executive Director, Joey Chen, Director of Finance & Administration, Holli Klitsch, Controller, Amy Fimbel, Project Manager - Capital Improvements, Brady Shinn, Project Manager - Property Development, Alexandra Monjar, Project Manager – Property Development, Kathy Wanner, Contracts Specialist, Doug Woodruff, Development Director, Ryan Armbruster, CCDC Legal Counsel and Christine Harrington, GGLO, Project Manager.

Dana Zuckerman, and Sarah Jones, Executive Assistant, were present at the CCDC physical office location.

There were 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 Ryan Woodings, Commissioner Gordon Jones, Commissioner David Bieter, Commissioner Lauren McLean, Commissioner Danielle Hurd, Commissioner John Stevens, Commissioner Kate Nelson, Commissioner Latonia Haney Keith, and Commissioner Zuckerman.

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

Chairman Zuckerman convened the meeting with a quorum at 12:00 p.m.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:

There were no changes to the agenda.

III. WORK SESSION

A. Linen Blocks on Grove Streetscape Improvements Project – Concept Design

Amy Fimbel, Project Manager – Capital Improvements and Christine Harrington, GGLO, Project Manager, gave a report.

B. Block 68 Catalytic Redevelopment Project – Preliminary Finding Report

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

IV. ACTION ITEMS: CONSENT AGENDA

A. Expenses

1. Approval of Paid Invoice Report - August 2021

B. Minutes and Reports

1. Approval of August 9, 2021 Meeting Minutes
2. Approval of August 25, 2021 Special Meeting Minutes
3. Approval of August 25, 2021 Special Meeting Minutes with City

C. Other

1. Approve Resolution 1721 - Change Order 4 Authorizing Additional Contingency for the 10th & Front Garage Structural Repairs Project
2. Approve Resolution 1722 - Amendment 2 to Task Order 19-002 with Jensen Belts Associates for 8th & Bannock Streetscape Improvements Project
3. FY2021 Q3 Financial Report (Unaudited)

Commissioner Woodings made a motion to approve the Consent Agenda.

Commissioner McLean seconded.

Roll Call:

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

The motion carried 9-0

IV. ACTION ITEMS

A. CONSIDER: Appoint Block 68 Catalytic Redevelopment Project Proposal Review Committee

Chair Zuckerman, gave a report, requesting to appoint Commissioner Woodings, Commissioner Haney-Keith, and Commissioner Zuckerman to a proposal review committee on the Block 68 Catalytic Redevelopment Project.

Commissioner Woodings moved to appoint Block 68 Catalytic Redevelopment Project Proposal Review Committee

Commissioner Nelson seconded.

Roll Call:

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

The motion carried 9-0

B. CONSIDER: Designate 113 S. 5th St - 5th & Grove Office for Type 1 Participation Program

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

Commissioner Woodings moved to direct staff to negotiate a final Type 1 One Time Assistance Agreement with 5th and Grove Beta Office, LLC for future Board approval.

Commissioner Haney-Keith seconded.

Roll Call:

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

The motion carried 9-0

C. CONSIDER: Approve Resolution 1720 - Public Works Construction Contract with Track Utilities LLC for Production & Gowen Road Utilities Project

Kathy Wanner, Contracts Specialist and Amy Fimbel, Project Manager – Capital Improvements, gave a report.

Commissioner Woodings moved to adopt Resolution 1720 authorizing the Executive Director to negotiate and execute a construction contract with Track Utilities, LLC to complete the Production and Gowen Road Utilities Project for the total amount of \$522,641.96; and to expend funds as set forth in the resolution.

Commissioner Haney-Keith seconded.

Roll Call:

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

The motion carried 9-0

D. CONSIDER: Ratification of 521 W. Grove Street Letter of Intent

Doug Woodruff, Development Director, gave a report.

Commissioner Woodings moved to ratify Executive Committee approval of the Letter of Intent between Artiach Properties LP and Capital City Development Corporation regarding the real property at 521 W. Grove Street.

Commissioner Haney-Keith seconded.

Roll Call:

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

The motion carried 9-0

IV. MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Woodings to adjourn the meeting. Commissioner McLean 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 Mclean - Aye
Commissioner Nelson - Aye
Commissioner Stevens - Aye
Commissioner Woodings - Aye
Commissioner Zuckerman – Aye

The motion carried 9-0. The meeting adjourned at 1:08 pm.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 11th DAY OF OCTOBER 2021.

Dana Zuckerman, Chair

Lauren McLean, Secretary



AGENDA BILL

| | | |
|---|--|----------------------------------|
| Agenda Subject: Approve Resolution 1729 – 113 S. 5 th Street – 5 th and Grove Office - Type 1 Participation Agreement with 5 th and Grove Beta Office, LLC | | Date: October 11, 2021 |
| Staff Contact: Alexandra Monjar | Attachments: 1) Resolution 1729 2) Type 1 Agreement | |
| Action: Adopt Resolution 1729 approving the Type 1 Participation Agreement with 5 th and Grove Beta Office LLC and authorize the Executive Director to execute the agreement. | | |

Background:

113 S. 5th Street is being developed by Capital Partners LLLP and deChase Miksis. The project will be a 6,302 square foot, three story office building with a green roof on the same block as The Lucy and Thomas Logan, also developed by these development partners. Tenants will have access to the 5th and Front parking garage, and no on-site parking. Total development costs for this project are estimated to be nearly \$3 Million with approximately 50 full time construction jobs created and 8 permanent jobs added to downtown.

The developer received Design Review approval in February 2021 and plans to site preparation work has begun, with completion planned for July 2022. The Board designated the project for Type 1 Participation in September 2021.

While the Type 1 Program does not require scoring, this project addresses several Scorecard elements, including:

- Conversion of surface parking to a new use, and includes no surface parking as part of the project
- Improving/expanding utility infrastructure for fiber, power, sewer, and water
- Encouraging compact development with >2.0 FAR
- Improving the pedestrian environment with an updated sidewalk, abutting =>70% of the sidewalk with the building face, glazing => 60% of the ground floor on street frontages, a ground floor height => 12', a prominent main entry facing the street, and => 75% of the ground floor frontage including awnings extending 5' over the public right of way

The project's public improvements with an estimated cost of \$219,317 eligible for CCDC reimbursement include alley way upgrades, utility undergrounding, improved sidewalks including

landscaping with trees and shrubbery and awnings meeting CCDC reimbursement criteria, and a new power transformer and conduit serving the block.

A portion of these improvements, costing \$152,117 are included in the 512 W Grove St Type 2 General Assistance Participation Agreement with 5th and Grove Investors, LLC, signed April 2020. The First Amendment to this agreement, also included on the October 11th agenda, removes these improvements from the Type 2 Agreement so they can be included in this Type 1 Agreement.

This project meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the River Myrtle District Plan.

Project Summary:

- 113 S. 5th Street in downtown Boise
- 6,302 SF office space and flexible office or retail/mercantile ground floor
- Conversion of surface parking
- \$3 Million Total Development Costs
- \$219,317 Estimated Eligible Expenses
- 50 construction, and 8 permanent jobs

Timeline:

- Feb 2021 – Design Review Approval
- May 2021 – Participation Program Application Submitted to CCDC
- July 2021 – Construction Begins
- September 2021 – Type 1 Designation
- October 2021 – Type 1 Approval with Approval of The Lucy Type 2 Amendment
- Summer 2022 – Project complete and CCDC reimburses for Eligible Expenses

Fiscal Notes:

Per the Type 1 policy, reimbursements will not exceed \$200,000 of eligible expenses. 5th and Grove Beta Office LLC anticipates approximately \$219,317 in materials and labor costs for streetscape improvements and utility upgrades. The reimbursement will be paid upon completion of the project, and prior to the River Myrtle / Old Boise District's termination on December 31, 2025.

This project meets all program requirements, and resources have been approved for this use in the FY 21 budget. The total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

Staff Recommendation:

Authorize the Executive Director to execute the Type 1 Participation Program Agreement with the applicant, 5th and Grove Beta Office LLC.

Suggested Motion:

I move to adopt Resolution 1729 approving the Type 1 Participation Program Agreement with 5th and Grove Beta Office LLC and authorize the Executive Director to execute the agreement.

Attachment 1

RESOLUTION NO. 1729

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 THE CITY OF BOISE, IDAHO, APPROVING THE TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND 5TH AND GROVE BETA OFFICE LLC, AN IDAHO LIMITED LIABILITY COMPANY, FOR RIGHT-OF-WAY PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF AN OFFICE BUILDING; 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 AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, 5th and Grove Beta Office LLC owns or controls certain real property addressed as 113 S. 5th Street, Boise, Idaho, where it plans to construct a three-story, 6,302 sq.ft. office building (the "Project") with certain public improvements including 5th Street landscaping, improved stormwater management, undergrounding and expansion of utilities, and awnings, all

of which are located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 1 Assistance Program under which the Agency provides reimbursement for construction of certain public improvements that meet the Agency's requirements; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 1 Streetscape Grant Participation Agreement and exhibits thereto ("Agreement") with 5th and Grove Beta Office LLC, whereby 5th and Grove Beta Office LLC will construct the Project and the Agency will reimburse 5th and Grove Beta Office LLC for constructing the public improvements as specified in the Agreement; and,

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

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

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

Section 2: That the Agreement, a copy of which is attached hereto as EXHIBIT A, and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to 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 October 11, 2021, Agency Board meeting.

Section 4: That the Agency Executive Director is authorized to expend all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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 October 11, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 11, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho (“CCDC”), a public body, corporate and politic, and 5th and Grove Beta Office LLC, an Idaho limited liability company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. Participant owns or controls certain real property located at 113 S 5th Street, Boise, ID 83702 (the “Project Site”) which is more accurately depicted on attached **Exhibit A**.

B. The Participant is constructing a three-story, 6,302 square foot office building at the Project Site (the “Project”). The Project is more accurately depicted on attached **Exhibit B**. The Project meets the requirements of the Type 1 Participation Program and also promotes a CCDC objective to enhance the pedestrian environment downtown, emphasize a compat, urban style of development, and activate public spaces.

C. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy which can assist private and public development projects with improvements that benefit the public, which are located in the public right of way or permanent public easement area, called Eligible Expenses. As part of the Project, Participant intends to improve streetscapes with landscaping on 5th street, improve stormwater management and underground and expand utilities including the installation of a new transformer and power conduit lines in the alley. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C** (the “Eligible Expenses”).

D. The Project is located in the River Myrtle Old Boise District (“RMOB”). The Participant is requesting reimbursement to construct public improvements on 5th Street and the alley including utility infrastructure such as consolidating power lines and installing a new transformer and conduit lines, upgrading stormwater infrastructure, and installing awnings which meet CCDC’s awning criteria and will be installed on 5th Street for pedestrian users.

E. CCDC deems it appropriate to assist the development of the Project to achieve the objectives set forth in the Plan and in accordance with CCDC’s Participation Program Policy.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) eighteen (18) months from the Effective Date, whichever comes first. At CCDC’s sole discretion an extension may be granted for a period not to exceed one year.

2. **Construction of the Project.** Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the Project is depicted on **Exhibit B and Exhibit C**, with cost estimates for Eligible Expenses described in the Schedule of Eligible Expenses in **Exhibit D**. Any other public improvements that are constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Project. CCDC acknowledges that the Schedule of Eligible Expenses attached as **Exhibit D** is an estimate by Contractor and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

4. **Notification of Completion; Inspection.** Upon completion of construction and the improvements being open to the public, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC’s sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

5. **Determining Actual Payment after Completion of Construction.** 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:

- a. Schedule of values that includes line items for the Project approved by CCDC for reimbursement so they are identifiable and separate from other line items (“Schedule of Values”).
- b. Invoices from Participant’s general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic 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 Project in comparison to the amount used for the remainder of improvements to the Project Site.

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting that all materials have been paid for, that all 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.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. Recorded easements for any public improvement work done outside of the public rights of way, if any.
- g. Attestation that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or public easement.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Expenses to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Expenses following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit D**. IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 6.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant Actual Eligible Expenses not to exceed \$200,000. Actual Eligible Expenses do not include soft costs (e.g., architectural and

engineering design, permits, traffic control, and mobilization). The payment for this Type 1 Agreement will be made as a one-time reimbursement.

7. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 2, 5 and 6 no later than thirty (30) days after completion of all of the following:

- a. Project construction is complete and meets the specifications as described in the Recitals section of this Agreement and as shown in Exhibit B.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.
- c. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation, per Section 9 of this Agreement.

8. Subordination of Reimbursement Obligations. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Urban Renewal District Area 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.

9. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

10. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

11. No Joint Venture or Partnership. CCDC and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Participant a joint venture or partners. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development, and provide documentation that the interest has been waived

12. Successors and Assignment. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

13. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express) with postage or delivery charges prepaid and return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant: Dean Pape
5th and Grove Beta Office LLC
PO Box 733,
Boise, ID 83701
dean@dechase.com

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

14. Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the Court.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

| | |
|-----------|-------------------------------|
| Exhibit A | Project Site Map |
| Exhibit B | Project Depiction |
| Exhibit C | Public Improvement Plans |
| Exhibit D | Schedule of Eligible Expenses |

16. 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 respective officers, agents, and employees relating to the construction or design of the Streetscape Project or otherwise arising out of Participant’s 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.

17. Antidiscrimination During Construction; Anti-Boycott. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant and 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, marital status, age, or handicap. Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

18. Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

19. Promotion of Project. Participant agrees CCDC may promote the Project and CCDC’s involvement with the Project. Such promotion includes reasonable signage at the Site notifying the public of CCDC’s involvement with the Project.

End of Agreement
[Signatures appear on the following page.]

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

CCDC:

The Urban Renewal Agency of Boise City, Idaho, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

5th and Grove Beta Office LLC,
an Idaho limited liability company

By:  _____

Its: MANAGER _____

Date: 4. OCT. '21 _____

Exhibits

- A: Project Site Map
- B: Project Depiction (renderings)
- C: Public Improvement Plans
- D: Schedule of Eligible Expenses

Exhibit A: Project Site Map



Exhibit B: Project Depiction



INTERIOR / EXTERIOR VISUAL CONNECTION



MASSING CONCEPTS



5TH STREET FACADE COMPOSITION AND PUBLIC REALM ACTIVATION



Exhibit C: Public Improvement Plans

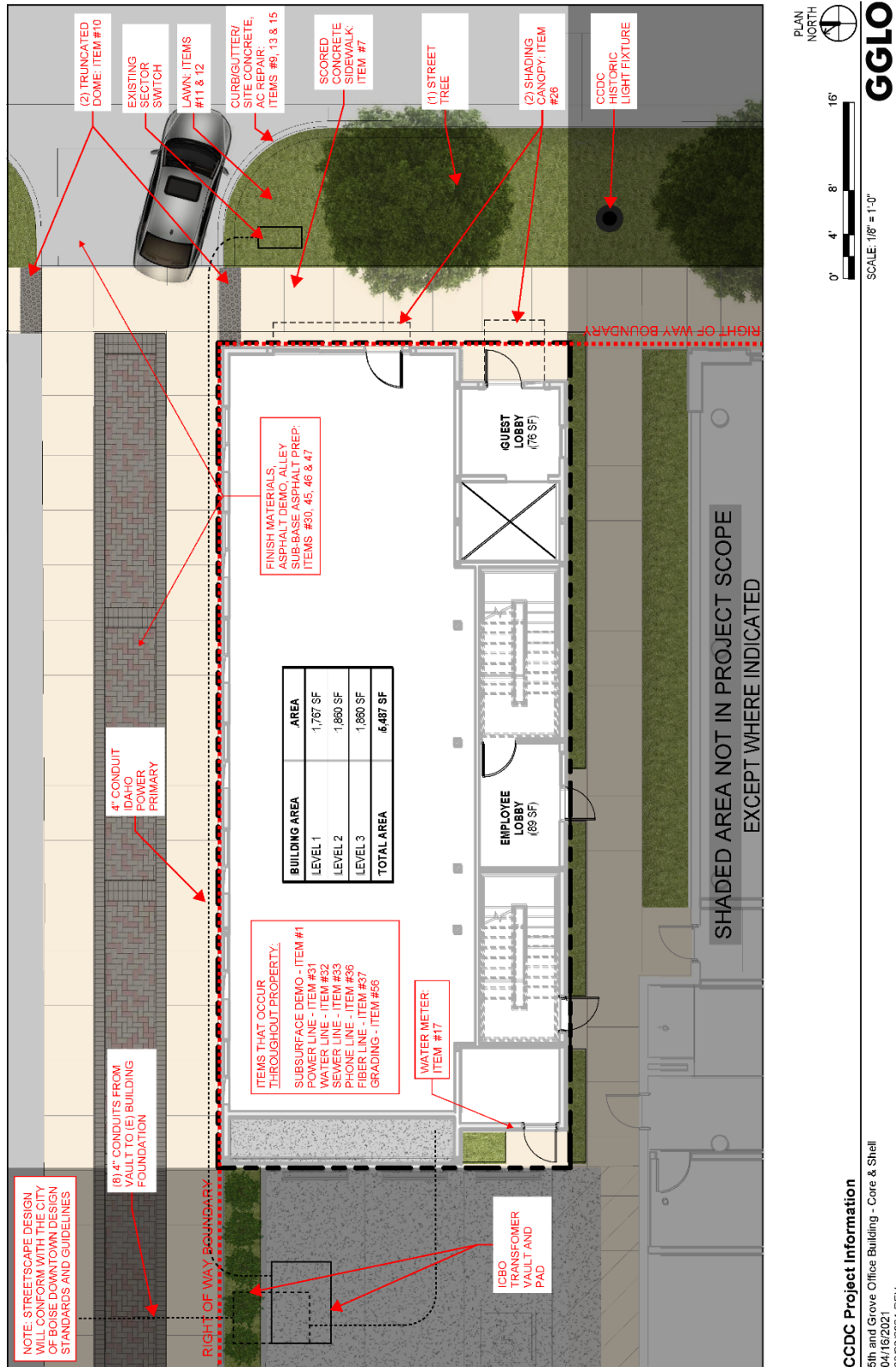


Exhibit D: Schedule of Eligible Expenses (1 of 3)

| CCDC Participation Program Type 2 Eligible Expenses Application Form Actual Eligible Costs To Be Determined by CCDC | | | | |
|---|-------------------------------|---------------|---------------|---------------|
| <i>Project Name:</i> 5th & Grove Office | | | <i>By:</i> | |
| ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY | | | | |
| # | ITEM DESCRIPTION | Alley | 5th Street | TOTAL COST |
| SITE PREPARATION: DIVISIONS 2 and 31 | | | | |
| 1 | Surface demolition | | 813 | 813 |
| 2 | Asphalt demolition | | 1,226 | 1,226 |
| 3 | Curb and gutter demolition | | | 0 |
| 4 | Saw cut | | | 0 |
| 5 | Replace subbase | | | 0 |
| 6 | Stand alone tree removal | | | 0 |
| SIDEWALK WORK: DIVISION 32 | | | | |
| 7 | Scored concrete sidewalk | | 2,001 | 2,001 |
| 8 | Dry laid brick | 12,575 | | 12,575 |
| 9 | Pedestrian ramp | | | 0 |
| 10 | Truncated dome | | 500 | 500 |
| 11 | Lawn parkway | | 612 | 612 |
| 12 | Irrigation | | 627 | 627 |
| OTHER: DIVISION 32 | | | | |
| 13 | Asphalt repair | | | |
| 14 | Concrete curb cut | | | 0 |
| 15 | Vertical curb and gutter (6") | | 1,403 | 1,403 |
| 16 | Meyers cabinet | | | 0 |
| 17 | Water meter | | 3,500 | 3,500 |
| SITUATIONAL FURNISHINGS: DIVISION 32 | | | | |
| 18 | Street trees | | 570 | 570 |
| 19 | Tree grates & frames | | 2,850 | 2,850 |
| 20 | Trench drain cover | | | 0 |
| 21 | Historic street light | | | 0 |
| 22 | Bench | | | 0 |
| 21 | Bike rack | | | 0 |
| 22 | Litter receptacle | | | 0 |
| 23 | Pre-cast planter | | | 0 |
| OTHER: | | | | |
| 24 | TBD | | | 0 |
| 25 | TBD | | | 0 |
| | Awnings | | 12,200 | 12,200 |
| Total Streetscape Costs: | | 12,575 | 26,302 | 38,877 |

Exhibit D: Schedule of Eligible Expenses (2 of 3)

| CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC | | | |
|---|----------------|---------------|----------------|
| INFRASTRUCTURE & UTILITIES: (In right-of-way) | | | |
| | UNIT PRICE | QUANTITY | TOTAL COST |
| STORM WATER MITIGATION: DIVISION 33 | | | |
| Surface demo | | | 0.00 |
| Surface prep | | | 0.00 |
| Finish materials (permeable pavers, etc.) | | | 0.00 |
| UTILITIES: DIVISION 33 | | | |
| | | | 0.00 |
| Power line (new/relocation/extension) | 96,098.00 | | 41,098.00 |
| Water line (new/relocation/extension) | | 7,100.00 | 7,100.00 |
| Sewer line (new/relocation/extension) | 7,100.00 | | 7,100.00 |
| Geothermal Line (new/relocation/extension) | | | 0.00 |
| Natural gas line (new/relocation/extension) | 15,000.00 | | 15,000.00 |
| Phone line (new/relocation/extension) | | 15,000.00 | 15,000.00 |
| Fiber line (new/relocation/extension) | | 25,000.00 | 25,000.00 |
| ACHD power box relocation | | | 0.00 |
| STREET: DIVISIONS 2, 31 and 32 | | | |
| Asphalt demolition | | 207.40 | 207.40 |
| Road sub-base and prep | | 878.40 | 878.40 |
| Asphalt paving | | 1,041.88 | 1,041.88 |
| PATH: | | | |
| Surface demolition | | | 0.00 |
| Surface prep | | | 0.00 |
| Paving material | | | 0.00 |
| ALLEY: | | | |
| | | | 0.00 |
| Asphalt demolition | 1,319.20 | | 1,319.20 |
| Alley sub-base and prep | 5,587.20 | | 5,587.20 |
| Asphalt paving | 956.48 | | 956.48 |
| PLAZA: | | | |
| Surface demolition | | | 0.00 |
| Surface prep | | | 0.00 |
| Paving material | | | 0.00 |
| OTHER: | | | |
| TBD | | | 0.00 |
| TBD | | | 0.00 |
| Total Infrastructure & Utilities Costs: | 126,061 | 49,228 | 120,289 |

Exhibit D: Schedule of Eligible Expenses (3 of 3)

| CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC | | | |
|---|----------------|---------------|----------------|
| SITE: | | | |
| Brownfield Environmental Assessment | | | 0 |
| Brownfield Environmental Remediation | | | 0 |
| Clearance | | | 0 |
| Grading | | 5,152 | 5,152 |
| OTHER: | | | |
| TBD | | | 0 |
| TBD | | | 0 |
| Total Site Costs: | 0 | 5,152 | 5,152 |
| TOTAL ELIGIBLE COSTS: | | | |
| | 138,636 | 80,681 | 219,317 |
| Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity. | | | |



AGENDA BILL

| | | |
|---|--|----------------------------------|
| Agenda Subject: Approve Resolution No. 1730 – First Amendment to 512 W Grove Street Type 2 Participation Agreement | | Date: October 11, 2021 |
| Staff Contact: Alexandra Monjar | Attachments: 1. Resolution No. 1730 2. First Amendment to 512 W Grove St Type 2 Agreement | |
| Action Requested: Adopt Resolution No. 1730 approving and authorizing the Executive Director to execute the First Amendment to the Type 2 General Assistance Agreement with 5 th and Grove Investors, LLC. | | |

Background:

5th and Grove Investors, LLC has an existing Type 2 General Assistance Agreement dated April 14, 2020. This Agreement covers public improvements on Grove Street, 5th Street, and in the alleyway related to the construction of The Lucy apartments. Since the agreement was signed, a new office project has been proposed at 113 S. 5th Street. This project, named 5th & Grove Office is on a separate legal parcel, R101300472, and is being developed under a separate legal incorporation, 5th and Beta Office LLC.

This amendment removes from the Type 2 Agreement public improvements that are adjacent to 5th and Grove Office as the Board designated 113 S. 5th Street for Type 1 Participation assistance at its September meeting.

Changes to the agreement include:

- Update Section III. E. Estimated Eligible Expenses to reflect estimates for costs with the section of public improvements adjacent to 5th & Grove Office removed, the new Estimated Eligible Expenses total is \$959,230. (Was \$1,111,347).
- Update Exhibit C – Public Improvements Plans and Renderings to exclude the improvements on 5th Street and in the alley adjacent to parcel R101300472.
- Updating Exhibit D - Estimated Eligible Expenses with the costs for public improvements adjacent to 5th & Grove Office removed (\$152,117).

Fiscal Notes:

The original Not to Exceed Amount for the Type 2 Agreement with 5th and Grove Investors, LLC was \$1,111,347. With the costs related to 113 S. 5th Street removed, the Not to Exceed Amount is now \$959,230. Of this total, the Agency anticipates reimbursing 5th and Grove Investors, LLC up to \$347,630 for Grove Street streetscape improvements – which amount is unchanged – upon project completion from existing funds budgeted in the CIP. Eligible Expenses for alley

way, utility, and 5th Street improvements have been reduced to \$611,600 and will be reimbursed through tax increment generated by the project over four annual payments.

The \$152,117 removed from the Type 2 Agreement's costs for 5th Street and the alley will be included under a new Type 1 Agreement with 5th and Grove Beta Office LLC and will be reimbursed upon project completion anticipated in Summer/Fall 2022.

Staff Recommendation:

Approve and authorize the Executive Director to execute the First Amendment to the Type 2 General Assistance Agreement with 5th and Grove Investors, LLC.

Suggested Motion:

Adopt Resolution No. 1730 approving and authorizing the Executive Director to execute the First Amendment to the 512 W Grove St Type 2 Participation Agreement with 5th and Grove Investors, LLC.

RESOLUTION NO. 1730

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A FIRST AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND 5TH AND GROVE INVESTORS, LLC, A LIMITED LIABILITY COMPANY REGISTERED IN THE STATE OF IDAHO; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING TECHNICAL CORRECTIONS TO THE AMENDMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, 5th and Grove Investors, LLC, owns or controls certain real property that it is developing into multi-family apartments and retail space (the "Project"), including certain right-of-way public improvements and public improvements made in a planned easement area, all of

which is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, the Agency and 5th and Grove Investors, LLC, entered into the Type 2 General Assistance Participation Agreement on April 14, 2020, wherein 5th and Grove Investors, LLC, would construct the Project and the Agency would reimburse 5th and Grove Investors, LLC, for certain public improvements as specified in the Agreement; and,

WHEREAS, the Agency and 5th and Grove Investors, LLC, deem it necessary and appropriate to amend their Agreement to account for the removal from the Agreement of certain public improvements associated with an adjacent parcel (R1013000472) that now will be completed as a separate construction project; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the First Amendment to the Type 2 Participation Agreement with 5th and Grove Investors, LLC; and,

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

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

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

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

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Amendment; and further, to execute all necessary documents required to implement the Amendment, subject to representations by Agency legal counsel that all necessary conditions have been met; and further, any necessary technical changes to the Amendment or other documents are acceptable, upon advice from Agency legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the October 11, 2021, Agency Board meeting.

Section 4: That the Agency Executive Director is authorized to expend all funds contemplated by the Amendment and to perform any and all other duties required pursuant to said Amendment.

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 October 11, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 11, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Dana Zuckerman, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

FIRST AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS FIRST AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("**First Amendment**") is entered into effective as of the _____ day of October, 2021 ("**Effective Date**"), by and between Capital City Development Corporation ("**CCDC**") and 5th and Grove Investors, LLC, an Idaho limited liability company ("**Participant**"), collectively referred to as the "Parties" and each individually as "Party."

RECITALS

A. The Parties previously entered into that certain Type 2 General Assistance Participation Agreement, dated April 14, 2020 ("**Agreement**"), concerning the construction of Public Improvements (as defined in the Agreement) and reimbursement thereof, as more particularly described in the Agreement.

B. The Parties wish to amend the Agreement as set forth in this First Amendment to update Grove Street Streetscape and 5th Street Streetscape public improvement plans to reflect an adjustment to the scope of the public improvement plans to accommodate new project plans that overlap the project site.

C. In accordance with Article VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS which provides that the Parties may agree to reasonable amendments if such would not alter the basic business purposes of the Agreement, if made in writing, and if agreed to by the Parties, CCDC and Participant wish to amend the terms of the Agreement as set forth herein.

AGREEMENT

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

1. **Recitals and Use of Terms.** The foregoing recitals are not mere recitations but are true and correct covenants of the Parties and are incorporated herein by this reference and binding upon them. Capitalized terms used but not defined in this First Amendment have the meaning ascribed to them in the Agreement.

2. **Section III. E. Estimated Eligible Expenses** shall be amended to read as follows:

Participant has estimated the cost of the Public Improvements to be ~~One Million One Hundred Eleven Thousand Three Hundred Forty Seven Dollars. (\$1,111,347)~~ Nine Hundred Fifty-Nine Thousand Two Hundred Thirty Dollars (\$959,230) (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.

As shown on **Exhibit D**, Grove Street Streetscapes are included in the Estimated Eligible Expenses. In the event CCDC constructs the Grove Street Streetscapes

as planned by the Parties, these costs will be removed from the Eligible Expenses and not paid to Participant by CCDG.

3. **Section VI. General Provisions** shall be amended to add the following:

L. Anti-Boycott Against Israel Certification

Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

4. **Exhibit C – Public Improvement Plans and Renderings** is hereby amended to exclude from the Project's plans and renderings the Public Improvements on 5th Street and the Alley adjacent to Ada County parcel R1013000472, addressed as 113 South 5th Street in Boise. These excluded improvements are more accurately depicted in Attachment 1 (2 pages) to this First Amendment. The Parties agree Attachment 1 is an accurate depiction of the area removed from the terms and conditions of the Agreement.

5. **Exhibit D – Schedule of Eligible Expenses Estimate** is hereby deleted and replaced in its entirety with a new Exhibit D Schedule of Eligible Expenses Estimate, attached hereto as Attachment 2. This updated Exhibit D Schedule of Eligible Expenses Estimate reflects the removal of costs related to Public Improvements depicted in Attachment 1 which have been removed from the Agreement scope.

6. **Full Force and Effect.** The Agreement is in full force and effect, is enforceable in accordance with its terms, and neither Party has any knowledge of any default of the Agreement. The Agreement is unmodified except as amended by this First Amendment, and this First Amendment shall prevail in the event of a conflict with the terms of the Agreement.

7. **Counterparts.** This First Amendment may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax, or other form of electronic delivery.

End of this First Amendment | Signatures appear on the following page.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed and effective as of the Effective Date.

CCDC: Capital City Development Corporation

Date

John Brunelle, Executive Director

Participant: 5th and Grove Investors, LLC

Date

4-Sept 2021

Clayton N. Carley, Manager

Date

4. SEPT. '21

J. Dean Papé, Manager

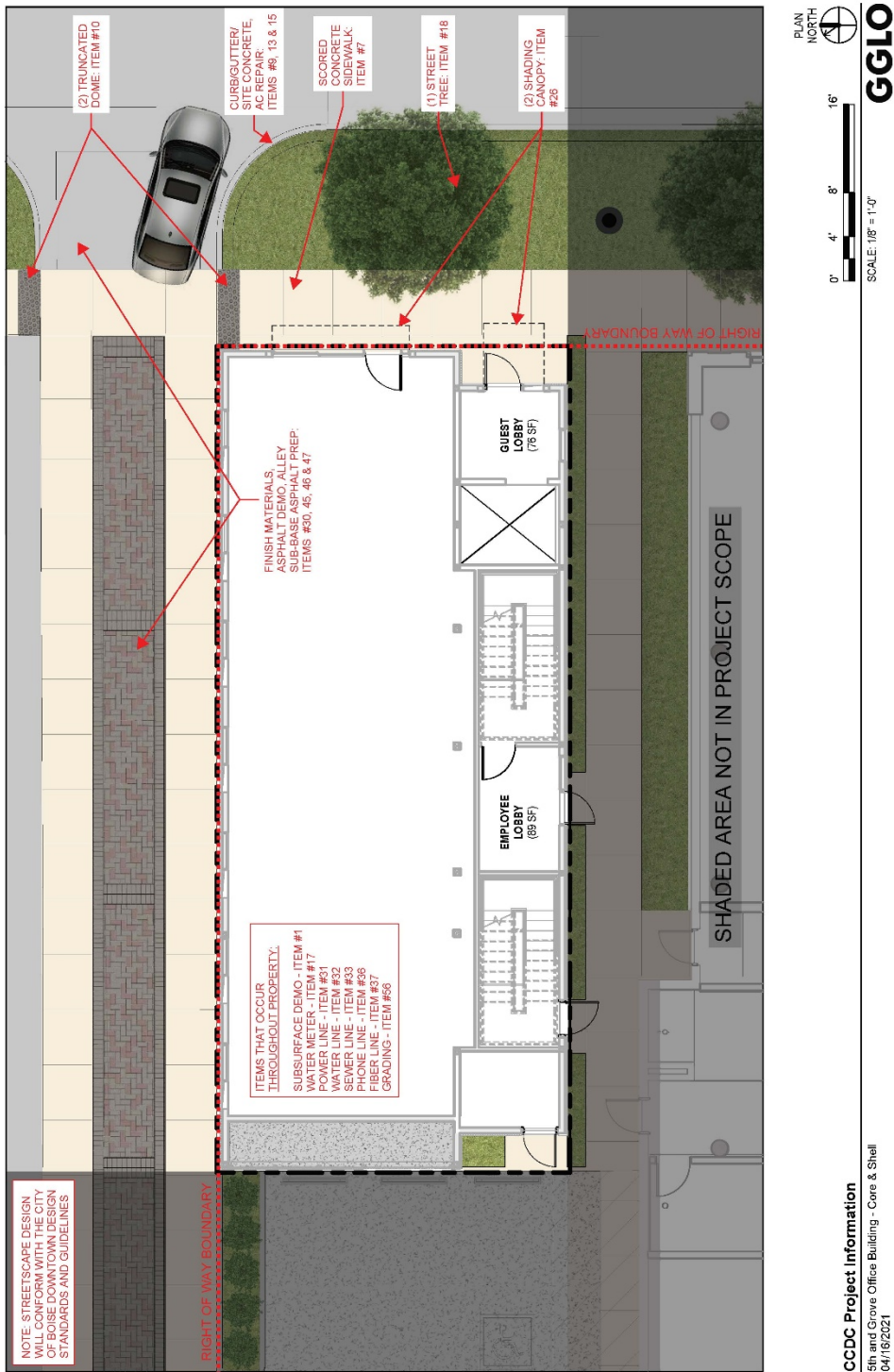
EXHIBITS to this First Amendment:

Attachment 1 – depiction of excluded improvements (2 pages)

Attachment 2 – Exhibit D Schedule of Eligible Expenses Estimate

ATTACHMENT 1

Highlight = Depiction of Excluded Improvements (close-up)



FIRST AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT - 5

ATTACHMENT 2 (1 of 3)

| CCDC Participation Program Type 2 Eligible Expenses Application Form Actual Eligible Costs To Be Determined by CCDC | | | | | |
|---|---------------------------------|---|--|---------------|----------------|
| <i>Project Name: 5th and Grove</i> | | <i>Plan Date: 12/20/2019 Amended: 5/27/2021</i> | <i>By: Pivot North Amended: CCDC</i> | | |
| STREETSCAPE: (In right-of-way) | | | | | |
| # | <u>ITEM DESCRIPTION</u> | 5th St | Grove St | Alley | TOTAL COST |
| | SITE PREPARATION: | | | | |
| 1 | Surface demolition | 5,126 | 2,641 | 1,889 | 9,656 |
| 2 | Asphalt demolition | 0 | 0 | 0 | 0 |
| 3 | Curb and gutter demolition | 0 | 0 | 0 | 0 |
| 4 | Saw cut | 0 | 0 | 0 | 0 |
| 5 | Replace subbase | 0 | 0 | 0 | 0 |
| 6 | Stand alone tree removal | 0 | 0 | 0 | 0 |
| | SIDEWALK WORK: | | | | |
| 7 | Scored concrete sidewalk | 3,406 | 10,088 | 21,123 | 34,616 |
| 8 | Dry laid brick | 0 | 0 | 0 | 0 |
| 9 | Pedestrian ramp | 0 | 0 | 0 | 0 |
| 10 | Truncated dome | 1,000 | 0 | 0 | 1,000 |
| 11 | Lawn parkway | 843 | 1,462 | 0 | 2,305 |
| 12 | Irrigation | 768 | 2,644 | 2,500 | 5,913 |
| | OTHER: | | | | |
| 13 | Asphalt repair | 6,348 | 11,390 | 0 | 17,738 |
| 14 | Concrete curb cut | 0 | 0 | 0 | 0 |
| 15 | Vertical curb and gutter (6") | 4,619 | 4,830 | 0 | 9,449 |
| 16 | Meyers cabinet | 0 | 0 | 0 | 0 |
| 17 | Water meter | 3,500 | 0 | 0 | 3,500 |
| | SITUATIONAL FURNISHINGS: | | | | |
| 18 | Street trees | 2,220 | 2,789 | 0 | 5,009 |
| 19 | Tree grates & frames | 0 | 19,923 | 0 | 19,923 |
| 20 | Trench drain cover | 0 | 0 | 0 | 0 |
| 21 | Historic street light | 22,770 | 11,385 | 0 | 34,154 |
| 22 | Bench | 7,969 | 7,969 | 0 | 15,939 |
| 23 | Bike rack | 3,415 | 3,415 | 0 | 6,831 |
| 24 | Litter receptacle | 3,415 | 3,415 | 0 | 6,831 |
| 25 | Pre-cast planter | 5,692 | 5,692 | 0 | 11,385 |
| | OTHER: | | | | |
| 26 | Site Electrical | 14,836 | 7,644 | 5,468 | 27,949 |
| 27 | Silva Cells | 62,619 | 119,541 | 0 | 182,160 |
| | Awnings | 53,423 | 89,371 | 0 | 142,794 |
| Total Streetscape Costs: | | 201,972 | 304,201 | 30,981 | 537,154 |

ATTACHMENT 2
(2 of 3)

| CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC | | | | |
|---|--------------|---------------|----------------|----------------|
| INFRASTRUCTURE & UTILITIES: (In right-of-way) | | | | |
| | 5th St | Grove St | Alley | TOTAL COST |
| STORM WATER MITIGATION: | | | | |
| 28 Surface demo | | 0 | 0 | 0 |
| 29 Surface prep | | 0 | 0 | 0 |
| 30 Finish materials (permeable pavers, etc.) | | | 37,713 | 37,713 |
| UTILITIES: | | | | |
| 31 Power line (new/relocation/extension) | 0 | 0 | 265,000 | 265,000 |
| 32 Water line (new/relocation/extension) | 0 | 31,308 | 0 | 31,308 |
| 33 Sewer line (new/relocation/extension) | 0 | 0 | 12,096 | 12,096 |
| 34 Geothermal Line (new/relocation/exte | 0 | 0 | 0 | 0 |
| 35 Natural gas line (new/relocation/exten | 0 | 0 | 45,000 | 45,000 |
| 36 Phone line (new/relocation/extension) | 0 | 0 | 35,000 | 35,000 |
| 37 Fiber line (new/relocation/extension) | 0 | 0 | 75,000 | 75,000 |
| 38 ACHD power box relocation | 0 | 0 | 0 | 0 |
| STREET: | | | | |
| 39 Asphalt demolition | 519 | 943 | 4,112 | 5,574 |
| 40 Road sub-base and prep | 2,380 | 2,104 | 0 | 4,484 |
| 41 Asphalt paving | 5,410 | 4,781 | 0 | 10,191 |
| PATH: | | | | |
| 42 Surface demolition | 0 | 0 | 0 | 0 |
| 43 Surface prep | 0 | 0 | 0 | 0 |
| 44 Paving material | 0 | 0 | 0 | 0 |
| ALLEY: | | | | |
| 45 Asphalt demolition | | | 2,834 | 2,834 |
| 46 Alley sub-base and prep | | | 11,940 | 11,940 |
| 47 Concrete Paving | | | 23,785 | 23,785 |
| Total Infrastructure & Utilities Costs: | 8,309 | 39,136 | 512,480 | 559,925 |

ATTACHMENT 2
(2 of 3)

| CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC | | | | |
|---|--------------------------------------|-----------------|----------------|-----------------|
| | | | | |
| SITE: | 5th St | Grove St | Alley | TOTAL COST |
| 54 | Brownfield Environmental Assessment | 0 | 0 | 0 |
| 55 | Brownfield Environmental Remediation | 0 | 0 | 0 |
| 56 | Clearance | 822 | 1,033 | 491 |
| 57 | Grading | 6,329 | 3,260.81 | 2,333 |
| Total Site Costs: | | 7,150 | 4,294 | 2,824 |
| 14,268 | | | | |
| Less Costs for Public Improvements Removed from Scope | | | | |
| 5th and Grove Office Expenses | | (68,481) | 0 | (83,636) |
| (152,117) | | | | |
| TOTAL ELIGIBLE COSTS: | | 148,951 | 347,630 | 462,649 |
| 959,230 | | | | |
| Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity. | | | | |



AGENDA BILL

| | | |
|---|--|----------------------------------|
| Agenda Subject: Resolution 1724 – 202 S. 6 th Street -- Home2Suites – Amendment to Type 3 Participation Agreement | | Date: October 11, 2021 |
| Staff Contact: Brady Shinn | Attachments: 1) Resolution No. 1724 2) Fourth Amendment to Type 3 Transformative Assistance Agreement | |
| Action Requested: Adopt Resolution #1724 approving and authorizing the Executive Director to execute the Fourth Amendment to the Type 3 Transformative Assistance Agreement with Front Street Investors, LLC. | | |

Background:

The Type 3 Transformative Assistance Participation Agreement for the 5th and Front Hotel and Garage project, known now as Home2Suites, was approved at the May 2018 Board meeting under Resolution #1544. The Second Amendment to the Agreement, approved at the December 2019 Board meeting under Resolution #1631, added \$90,000 for the purposes of public art. The Third Amendment, approved at the February 2021 Board meeting under Resolution #1691, approved an alternate payment schedule for the public art.

Due to material shortage and weather conflicts, the public art is not able to be installed before the deadline of December 31, 2021 as established in the Third Amendment.

Therefore, the Participant and Agency request extending the public art's installation deadline to December 31, 2022.

Fiscal Notes:

The Fourth Amendment does not change the Agency's financial participation amount of \$90,000. The Agency's financial participation is part of the 5-year CIP and with this Amendment will be scheduled for the FY2022 budget.

Staff Recommendation:

Staff recommends approval of Resolution No. 1724.

Suggested Motion:

Adopt Resolution #1724 approving and authorizing the Executive Director to execute the Fourth Amendment to the Type 3 Transformative Assistance Agreement with Front Street Investors, LLC.

Attachment #1 – Resolution No. 1724

RESOLUTION NO. 1724

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 FOURTH AMENDMENT TO THE TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND FRONT STREET INVESTORS, LLC, TO AMEND THE COMPLETION DATE FOR THE PUBLIC ART; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, on May 14, 2018, the Agency Board adopted its Resolution No. 1544 approving a Type 3 Participation Agreement ("Agreement") with Front Street Investors LLC for reimbursement of certain public improvements related to the construction of the 6th and Front Hotel and Garage Project, later branded as Home2Suites (the "Project"); and,

WHEREAS, on January 9, 2019, the Parties entered into the First Amendment to the Agreement to extend the certain dates in the Agreement; and,

WHEREAS, on December 9, 2019, the Agency Board adopted its Resolution No. 1631 approving the Second Amendment to the Agreement to include public art funding as an eligible expense of the Project; and,

WHEREAS, on December 14, 2020, the Agency Board adopted its Resolution No. 1683 approving the selection of "The Pale Blue Dot" to be installed on an exterior wall of the parking garage; and,

WHEREAS, on February 8, 2021, the Agency Board adopted its Resolution No. 1691 to amend the reimbursement schedule of the Agreement to provide for an alternative payment schedule for the public art known as "The Pale Blue Dot"; and,

WHEREAS, due to unanticipated delays in fabrication of the public art, the Agency Board finds it in the best public interest to approve the Fourth Amendment to the Agreement in order to extend the date by which installation of the public art shall be completed and to authorize the Agency Executive Director to execute said Fourth Amendment.

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 Fourth Amendment to the Type 3 Transformative Assistance Agreement, a copy of which is attached hereto as Attachment 1 and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to execute the Fourth Amendment and to execute any necessary documents required to implement the Amendment, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent have been met; and further, any necessary technical corrections to the Fourth Amendment 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 October 11, 2021, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Fourth Amendment and to perform any and all other duties required pursuant to said Amendment.

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 October 11, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 11, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

BY: _____
Dana Zuckerman, Chair

BY: _____
Lauren McLean, Secretary

Attachment #2 – Fourth Amendment to the Type 3 Transformative Assistance Agreement

FOURTH AMENDMENT TO THE TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

THIS FOURTH AMENDMENT TO TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT ("**Fourth Amendment**") is entered into effective as of the ____ day of October, 2021 ("**Effective Date**"), by Capital City Development Corporation ("**CCDC**") and Front Street Investors, LLC, an Idaho limited liability company ("**Participant**"). CCDC and Front Street are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Parties previously entered into that certain Transformative Assistance Participation Agreement, dated May 28, 2018 ("**Agreement**"), concerning the construction of Public Improvements (as defined in the Agreement) and reimbursement thereof, as more particularly described in the Agreement.

B. The Parties have previously entered into that certain First Amendment to the Transformative Assistance Agreement on January 9, 2019, to extend construction deadlines.

C. The Parties have previously entered into that certain Second Amendment to the Transformative Assistance Agreement on December 14, 2020, to include public art funding as an eligible expense of the Project.

D. The Parties have previously entered into that certain Third Amendment to the Transformative Assistance Agreement on February 8, 2021, to provide for an alternative payment schedule for the public art, selected by the Agency Board of Commissioners on December 14, 2020, as "The Pale Blue Dot," to be installed on an exterior wall of the parking garage.

E. Due to unanticipated delays in fabrication of the public art, the Parties wish to amend the Agreement as set forth in this Fourth Amendment to extend the date by which installation of the public art shall be completed.

AGREEMENT

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

1. Recitals and Use of Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms used but not defined in this Fourth Amendment have the meaning ascribed to them in the Agreement.

2. Section 6. The last sentence of Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Construction of the Public Improvements shall be completed as follows: All public improvements except for the Public Art shall be completed on or before December 31, 2020, subject to Section 39. The Public Art shall be completed on or before December 31, 2022.”

3. Miscellaneous. The Agreement is in full force and effect, is enforceable in accordance with its terms, and neither Party has any knowledge of any default of the Agreement. The Agreement is unmodified except as amended by the First Amendment and Second Amendment and Third Amendment, and this Fourth Amendment shall prevail in the event of a conflict with the terms of the Agreement and its prior Amendments. This Fourth Amendment may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax, or other form of electronic delivery.

End of Fourth Amendment | Signatures appear on the following page.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be duly executed and effective as of the Effective Date.

CCDC:

Capital City Development Corporation

By: _____
John Brunelle, Executive Director

PARTICIPANT:

Front Street Investors, LLC, and Idaho
Limited Liability Company

By: _____
Clay Carley, General Manager

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be duly executed and effective as of the Effective Date.

CCDC:

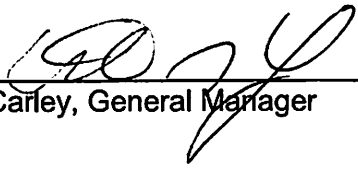
Capital City Development Corporation

By: _____
John Brunelle, Executive Director

PARTICIPANT:

Front Street Investors, LLC, and Idaho
Limited Liability Company

By: _____
Clay Carley, General Manager





AGENDA BILL

| | | |
|---|---|----------------------------------|
| Agenda Subject: Appointment of Joey Chen as Acting Chief Administrative Officer | | Date: October 11, 2021 |
| Contact: Ryan Armbruster, Elam & Burke | Attachments: A. Resolution 1728 | |
| Action Requested: Adopt Resolution 1728 appointing Joey Chen, Director of Finance and Administration, as Acting Chief Administrative Officer for the Agency for purpose of compliance with the Open Meetings Law. | | |

Background:

The Agency Board appointed Ross Borden as Acting Chief Administrative Officer back in January 2021, in order to ensure flexibility in the Agency's compliance with Idaho Open Meetings Law, title 74, chapter 2, Idaho Code. Mr. Borden has since retired from the Agency.

Early in the COVID pandemic, a proclamation issued by Governor Little allowed public entities to conduct their meetings totally on a virtual platform, exempting those public entities from the Open Meetings Law provision which requires a member of the governing body, the director of the public agency, or the chief administrative officer of the agency to be physically present in the meeting room and providing for physical attendance by the public. See Idaho Code § 74-203(5). However, after the expiration of the proclamation, all public entities are required to comply with the requirement that one of those persons listed physically attend the meeting and the physical meeting room accessible to the public, subject to any then-applicable limitation on the number of persons allowed. Virtual meetings are likely to continue for some time, and even after the pandemic the use of this type of meeting option may be invoked more regularly.

By designating Joey Chen, the Agency's Director of Finance and Administration, as the Acting Chief Administrative Officer for compliance of the Open Meetings Law, the Agency Board is best positioned to meet Open Meetings Law requirements when neither the Executive Director nor a member of the Board can physically attend the Board meeting.

Article III of the Agency Bylaws, adopted December 13, 2010, by Resolution No. 1243, allows for the appointment of "such other officers, as the Board of Commissioners may deem necessary."

Fiscal Notes:

No fiscal impact.

Staff Recommendation:

Agency staff recommends that the Agency Board adopt Resolution 1728 appointing Joey Chen, Director of Finance and Administration, as Acting Chief Administrative Officer for the Agency.

Suggested Motion:

I move to adopt Resolution 1728 appointing Joey Chen, Director of Finance and Administration, as Acting Chief Administrative Officer for the Agency for the purpose of compliance of the Idaho Open Meetings Law.

RESOLUTION NO. 1728

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, APPOINTING JOEY CHEN ACTING CHIEF ADMINISTRATIVE OFFICER FOR THE PURPOSE OF COMPLIANCE WITH IDAHO OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Idaho Code § 74-203(5) requires that at least one (1) member of the Agency Board or the Executive Director or the Chief Administrative Officer be physically present at the designated Agency Board meeting location so as to ensure the public may attend in person; and,

WHEREAS, appointment by the Agency Board of a Chief Administrative Officer would ensure flexibility in the Agency's compliance with Idaho Open Meetings Law, title 74, chapter 2, Idaho Code, in circumstances when neither a member of the Agency Board nor the Executive Director can physically attend an Agency Board Meeting; and,

WHEREAS, Article III of the Agency Bylaws, adopted December 13, 2010, by Resolution No. 1243, allows for the appointment of "such other officers, as the Board of Commissioners may deem necessary," and,

WHEREAS, by Resolution No. 1689 approved on January 11, 2021, the Agency Board appointed Ross Borden as Acting Chief Administrative Officer, but Mr. Borden has since retired from the Agency; and,

WHEREAS, Agency staff recommends that the Agency Board appoint Joey Chen, Director of Finance and Administration, as Acting Chief Administrative Officer for the Agency for the purpose of compliance with Idaho Open Meetings Law.

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

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

Section 2: That the Agency Board hereby appoints Joey Chen, the Agency's Director of Finance and Administration, as Acting Chief Administrative Officer for the Agency for the purpose of compliance with Idaho Open Meetings Law.

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 October 11, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 11, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



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V. ACTION ITEMS



AGENDA BILL

| | | |
|--|---|----------------------------------|
| Agenda Subject: Resolution #1727 – Adopt the CCDC 2022-2026 Capital Improvement Plan. | | Date: October 11, 2021 |
| Staff Contact: Doug Woodruff | Attachments: Resolution#1727 CCDC 2022-2026 Capital Improvement Plan | |
| Action Requested: Approve Resolution #1727 adopting the CCDC 2022-2026 Capital Improvement Plan. | | |

Background:

CCDC seeks to help the Boise community thrive in a sustainable economy where an exceptional built environment and excellent business opportunities are in perfect balance. The development of a multi-year Capital Improvement Plan (CIP) has been a valuable tool for coordinating capital improvements with intergovernmental agencies and private partners through the Agency's Participation Program. Over the past few years, CCDC's capital plan and participation program have helped stimulate and assist significant new private investment downtown. This CIP has been updated based on current conditions, revenue projections, project timing and cost estimates, as well as coordinated with Boise City and other public partners.

On August 9th, 2021 the CCDC Board reviewed the proposed 2022-2026 CIP. On August 25th, 2021 the CCDC Board and Boise City held a public meeting where the proposed CIP and City-led priority projects were presented followed by a strategic priority alignment discussion. The final 2022-2026 CIP incorporates these adjustments.

Fiscal Notes:

Projects and estimated costs are identified by project, district, and fiscal year for a total of \$129.9 million of planned new investment in Boise.

The table below summarizes yearly investment by district for about 92 capital projects:

| DISTRICT TOTALS | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | |
|-----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| | Plan | Plan | Plan | Plan | Plan | Total |
| River Myrtle District | 25,892,332 | 8,568,300 | 13,281,500 | 12,182,276 | - | 59,924,408 |
| Westside District | 8,616,500 | 7,821,500 | 18,816,000 | 3,600,000 | 2,000,000 | 40,854,000 |
| 30th District | 2,327,000 | 487,000 | 1,624,000 | 1,600,000 | 1,500,000 | 7,538,000 |
| Shoreline District | 330,000 | 172,000 | 590,000 | - | 825,000 | 1,917,000 |
| Gateway East District | 1,536,500 | 2,390,500 | 2,601,855 | 853,855 | 12,282,172 | 19,664,882 |
| Total | 38,702,332 | 19,439,300 | 36,913,355 | 18,236,131 | 16,607,172 | 129,898,290 |

Staff Recommendation:

Adopt the CCDC 2022-2026 CIP

Suggested Motion:

Approve Resolution #1727 adopting the CCDC 2022-2026 Capital Improvement Plan.

RESOLUTION NO. 1727

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, ADOPTING THE 5-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2022-2026; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; 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 the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project ("First

Amendment to the Westside Plan”); and,

WHEREAS, following said public hearing, the City adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area 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 (as amended), 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, the Plans contemplate the prioritization of spending of funds for infrastructure, place making, public parking, transportation, and other improvements identified in the Plans, by way of a capital improvement program over a particular time line; and,

WHEREAS, CCDC staff has prepared a proposed 5-Year Capital Improvement Plan for Fiscal Years 2022-2026 (“CIP”); and,

WHEREAS, the Board discussed the CIP at its Board meeting on October 11, 2021; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to approve the CIP as guidance for funding of the projects identified therein and to authorize the Agency Executive Director to take any appropriate action contemplated by the CIP.

NOW, THEREFORE, BE IT RESOLVED BY 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 Board hereby approves and adopts the 5-Year Capital Improvement Plan for Fiscal Years 2022-2026, attached hereto as Exhibit A and incorporated herein as if set out in full, as a guide to the funding and timing of funding of the improvements identified therein; and further, authorizing the Agency Executive Director to take any appropriate action contemplated by the 5-Year Capital Improvement Plan for Fiscal Years 2022-2026.

Section 3: That the implementation of the 5-Year Capital Improvement Plan for Fiscal Years 2022-2026 will be subject to applicable requirements of the Law, the Act, the Plans, and the annual budgetary process required by the Law and Act.

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 the City of Boise, Idaho, on October 11, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 11, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



CAPITAL CITY
DEVELOPMENT CORP

CIP: 5-Year Capital Improvement Plan

FISCAL YEARS: 2022 – 2026

PROPOSED: October 11, 2021



5-YEAR CAPITAL IMPROVEMENT PLAN FY2022 - FY2026

Jules on 3rd Apartments, River Myrtle Old Boise District



Westside Park Construction, Westside District

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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.



Collaborate. Create.

Develop. Complete.

COLLABORATE: Successful projects would not be possible without comprehensive, successful collaboration. In any planning effort CCDC undertakes, the Agency brings partners together to achieve vitality goals outlined by the City of Boise and to realize the vision of the City's comprehensive plan- Blueprint Boise. Collaboration with the Agency's mobility partners, Valley Regional Transit, Ada County Highway District, and the Idaho Transportation department ensure transit and mobility goals are achieved, communities are better connected, and Boiseans have greater access to high-quality mobility options. To continue creating a diverse and sustainable economy CCDC relies on the collaboration with local, regional, state and federal economic development agencies to retain, develop and expand the business of commercial development.

CREATE: We create places that inspire neighborhood passions and healthy economic investment. Urban renewal is an investment that shapes a neighborhood into a flourishing space 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 by creating shared visions and aspirational plans to guide development.

DEVELOP: CCDC's work with urban renewal districts powers local economies and provides an opportunity to incentivize development that meets the community's needs. Through the Agency's Participation Program, CCDC partners with local organizations and property owners to reinvest dollars into meaningful development improvements made possible by the district's ongoing success.

COMPLETE: Since 2013, CCDC has participated in projects that total over \$1 billion in total construction value via the Public-Private Partnership Program. The completion of public improvements in mobility and placemaking ensures that Boiseans have a livable, well connected urban center to enjoy for generations and will continue to attract infill developments and fuel economic growth.

CIP CREATION

WHY DOES CCDC CREATE A 5-YEAR CIP?

CCDC creates a five-year, fiscally responsible Capital Improvements Plan (CIP) as a predictable framework to collaborate with agency and community partners to achieve economic and redevelopment goals that align with the long-term vision for the city.

The CIP is built in conjunction with the one-year budget to allocate limited resources by district to various capital improvement projects and participation program agreements. The plan is evaluated and revised annually and amended to make necessary adjustments as conditions change.

WHAT TYPES OF PROJECTS ARE INCLUDED IN THE CIP?

Urban renewal is a tool used to power local economies and strengthen neighborhoods by supporting community vision. It is a valuable community process used by towns of all shapes and sizes to meet their unique needs. The projects listed in the CIP are direct investments in public amenities and strategic planning efforts that benefit the public good. It's how we build thriving communities that last generations. These investments fall into three categories:

- 1. Capital Projects:** These are CCDC-led projects that have been determined through our partner collaboration process. The Agency is responsible for the planning and execution of these projects. For example: the downtown 11th Street Bikeway, Linen Blocks Streetscape Improvements.
In an effort to better coordinate with public agency partners, minimize construction impact, or maximize the public benefit of a project, CCDC also has projects that are led and completed by a partner agency such as ACHD or Boise Arts and History, and is supported by CCDC. For example: Traffic Box artwork.
- 2. Participation Program:** These projects stimulate and leverage private development to advance CCDC's mission to ignite diverse economic growth, build vibrant urban centers, and promote healthy community design. Through this program, CCDC assists private developers by reimbursing eligible costs to build and improve public infrastructure.



8th and Bannock Streetscape Improvements, Westside District

PARTICIPATION PROGRAM

The Participation Program is CCDC's development assistance program designed to advance the goals of its urban renewal districts and as well as common goals identified by partner agencies, such as the City of Boise, and the surrounding neighborhoods. The Program's intent is to be both structured and comprehensive, allowing for greater transparency and understanding. The program is structured to be flexible and responsive, in order to encourage high-quality private economic development through partnerships both large and small. These programs assist private and public development projects with improvements that benefit the public.

Examples of expenses eligible for reimbursement through the five program types include streetscapes and sidewalks, utility main lines and improvements, pedestrian, and cyclist amenities such as streetlights, benches, bike racks, public plazas, parks, and art approved and accepted by the City of Boise. High value, transformative projects that benefit the community as a whole are able to participate in our transformative assistance program. The property disposition program allows CCDC to collaborate with developers to partner on projects that meet the specific needs of the community.

THE PROGRAM OFFERS 5 TYPES OF PARTNERSHIPS

**TYPE
1**

ONE TIME ASSISTANCE

Provides a one-time grant of up to \$200,000 for public improvements. Funding is based on a dollar for dollar match with the private developer's investment.

**TYPE
2**

GENERAL ASSISTANCE

Is intended to assist most projects and provides reimbursement for public improvements through the actual tax increment generated by the project. Reimbursement rates are determined by the Program Scorecard which encourages healthy community design. The program is especially tuned to assist Affordable and Workforce housing projects.

**TYPE
3**

TRANSFORMATIVE ASSISTANCE

Makes available a more customized partnership for projects deemed by the CCDC Board to be transformative in nature and of benefit to the community at large. Generally, these are higher value projects that may include the construction of a significant public facility and will have a high likelihood of maintaining an enduring presence in the community.

**TYPE
4**

CAPITAL IMPROVEMENT PROJECT COORDINATION

Allows CCDC to adjust, co-time, accelerate, or sub-contract CIP projects in coordination with private developers or other public agencies.

**TYPE
5**

PROPERTY DISPOSITION OF CCDC-OWNED PROPERTY

Involves a competitive process, typically a Request for Proposals and/or Qualifications (RFQ/P) which provides conditions and requirements of development. The details of each disposition differ based on the unique characteristics of the property and needs of the community.

URBAN RENEWAL PLANS DRIVE CIP PROJECTS



URBAN RENEWAL DISTRICT FORMATION

Establishing a new, 20-year term, urban renewal district is a multi-step public process that relies on input and feedback from the general public, neighborhood associations and residents, commercial property owners and tenants, experts, consultants, and public agency partners.

CCDC REFERENCES PARTNER AGENCY PLANS

CCDC seeks to create common goals and alignment with a vision greater than our agency.



CCDC PARTNER AGENCIES

CIP 5-YEAR CAPITAL IMPROVEMENT PLAN

CCDC creates a 5-year fiscally responsible CIP as a predictable framework to collaborate with agency and community partners to achieve urban redevelopment goals and the long term vision for the city.

THE CIP IS A WORKING DOCUMENT THAT IS REVIEWED ANNUALLY. URBAN RENEWAL PLANS ARE UTILIZED TO HELP DRIVE CIP PROJECTS FOR EACH DISTRICT.

1-YEAR BUDGET AND PROJECT LIST

The CIP budget and project list are evaluated and revised annually and amended to make necessary adjustments.

URBAN RENEWAL

LONG TERM URBAN RENEWAL PLANS ARE WRITTEN WHEN THE DISTRICTS ARE FORMED.

Each district has an urban renewal plan that includes a list of public improvements within the project area. This list is intended to be a work plan for CCDC during the 20-year term of the district.

WHAT CCDC CREATES

Urban renewal districts and projects are multi-layered and require a dedicated team with a consistent vision to execute the plan over multiple years or even decades.

CCDC projects incorporate a mixture of five key strategies to help achieve an area’s vision. These strategies are highlighted below in the reconstruction of Broad Street in Boise’s Central Addition LIV District.

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 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.

BROAD STREET IMPROVEMENTS

BROAD ST. BETWEEN CAPITOL AND 2ND ST., COMPLETED 2018

CCDC partnered with the City of Boise and ACHD to reconstruct Broad Street as part of the Central Addition LIV District plan. The project included creative and eco-friendly design with streetscape amenities, geothermal system expansion, fiber optic upgrades, and utilized innovative storm water solutions. This investment has catalyzed significant private investment in the district, including a hotel, and multiple, multifamily housing developments that incorporate ground floor retail.

ECONOMIC DEVELOPMENT

Since the Broad Street Project has completed, over 1,000 new housing units have been built, are currently under construction, or are being planned along Broad Street. Many new businesses have opened or are planning to open soon.

INFRASTRUCTURE

Above and underground projects include: Geothermal extension, fiber optic conduit, green storm water solutions, sidewalk, street and other right-of-way improvements

MOBILITY

Streets and sidewalks were designed to provide a mix of transportation options that would accommodate bike, pedestrians, and automobiles. Downtown housing also significantly reduces daily car trips by providing housing, work, and entertainment options in the neighborhood.

PLACE MAKING

Broad Street was designed to be a popular destination for residents, businesses, and visitors to shop, dine and enjoy a variety of events. By utilizing the existing assets, understanding how people experience the area, and infusing inspiration from the neighborhood into the design, Broad Street transformed into a unique, flexible public space for people to gather.

SPECIAL PROJECTS

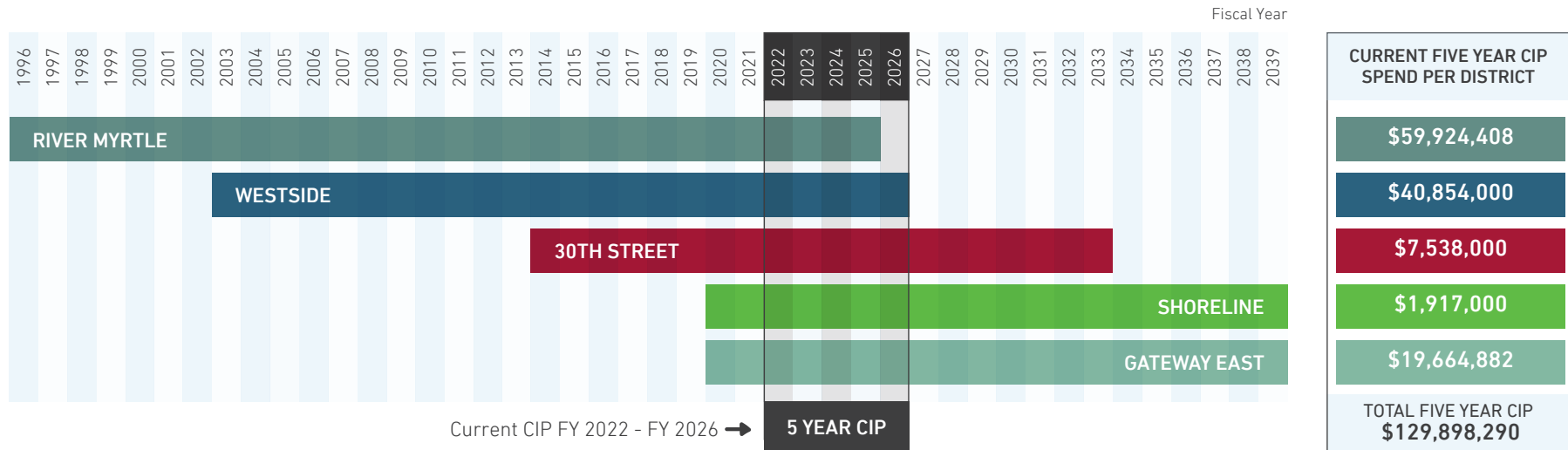
Partnering with Boise City Arts & History, the project includes a special Broad Street Sculpture and man hole covers that were created by local artists and depict imagery distinct to the history of the neighborhood. The project also complimented Broad Street’s local culture by incorporating the brewery grain silo into the streetscape.

LOOKING FORWARD: CCDC HAS ADDITIONAL SIMILAR, TRANSFORMATIVE PROJECTS IN THE CURRENT FIVE-YEAR CIP INCLUDING:

Old Boise Blocks on Grove Street (RMOB #21), Linen Blocks on Grove Street (RMOB #26, WS #13), and the 11th Street Bikeway improvements (RMOB #29, WS #10).

INVESTMENT SUMMARY

CCDC DISTRICT LIFESPANS

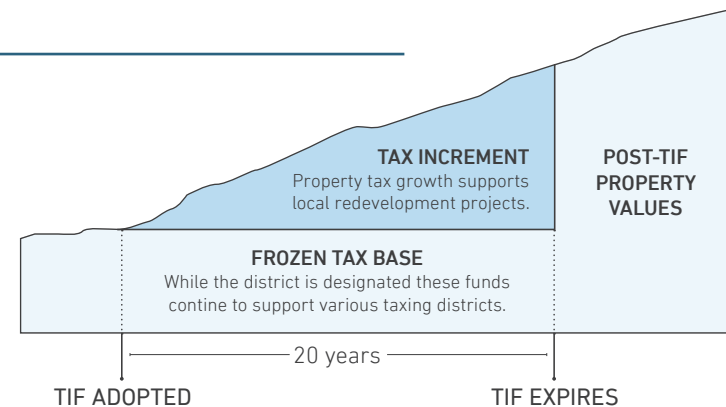


PROJECT FUNDING

Capital Improvement Projects and Participation Program Projects are funded by Tax Increment Financing (TIF). TIF is tax revenue generated above the base value set at formation of an urban renewal district. TIF revenue generated in an urban renewal District must be spent in that district. These direct investments are made in an effort to meet the goals and objectives of the individual districts. At the end of a districts term, the added value from these strategic investments is returned to the other taxing entities.

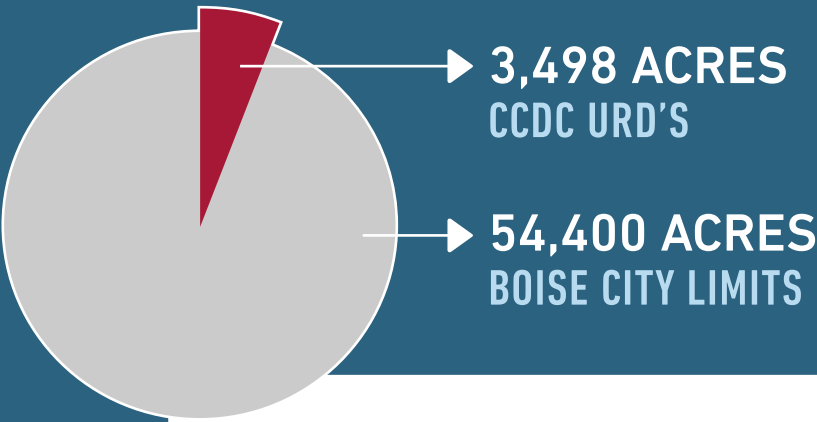
Urban renewal means neighborhood improvements are controlled locally, letting communities decide which development is best for them. But how is it funded?

Urban renewal projects are funded by tax increment financing (TIF) and revenue from public parking garages. When a district is formed, a base tax value is set for all property within the district's boundaries. Taxes generated from property values, primarily due to new construction, that improve to rise above the base value are used to fund urban renewal projects. TIF does not create a new property tax within the district, and tax revenue generated by higher property values must be spent within the same district it was generated from.



SMALL, TARGETED DISTRICTS, WITH A BIG IMPACT ON THE WHOLE VALLEY

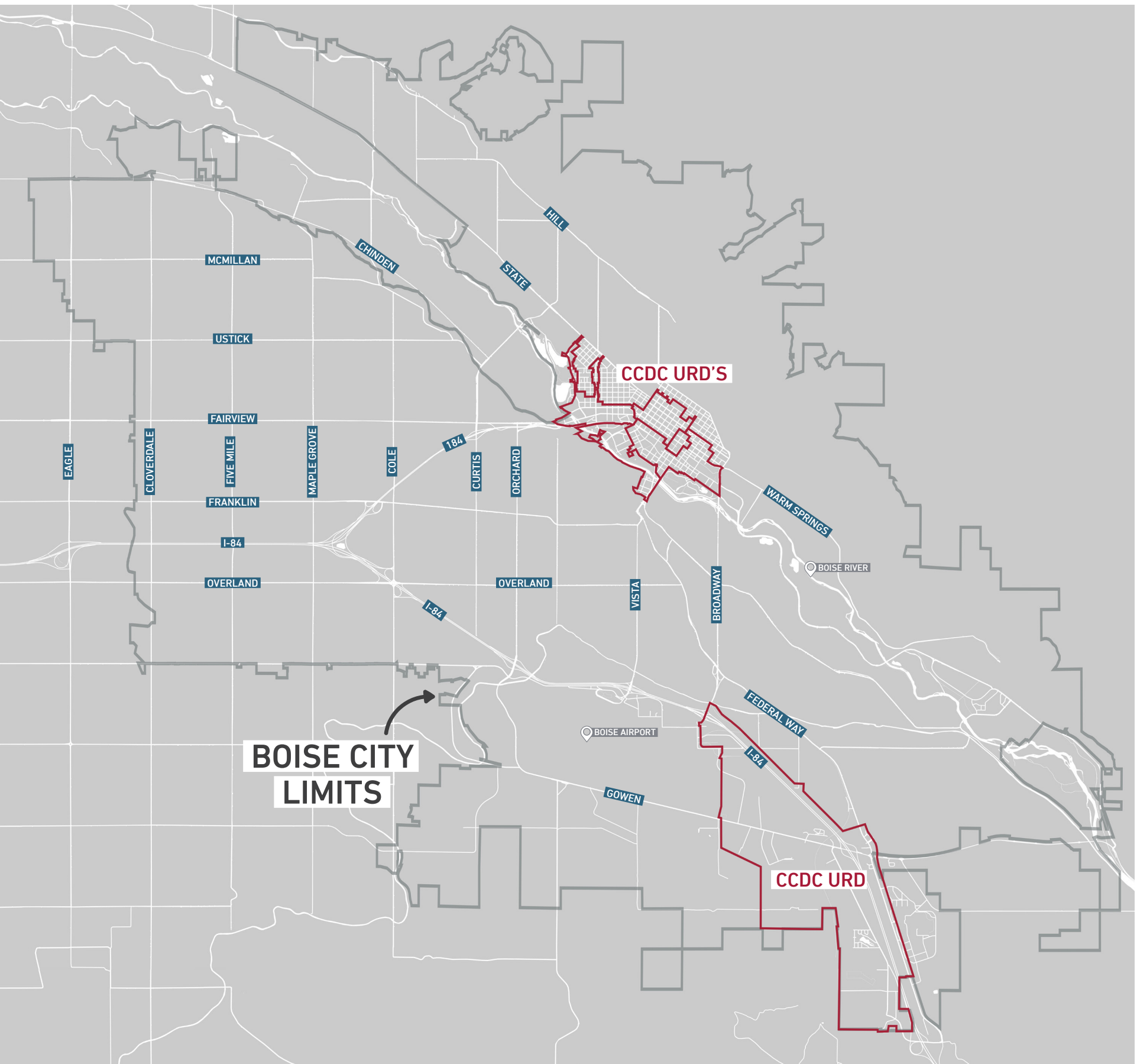
Capital City Development Corporation (CCDC) was formed in 1965 by the Boise City Council in response to the federal urban renewal program, which offered funding to revitalized central cities across the nation. Originally dubbed the Boise Redevelopment Agency, CCDC has evolved over the years into an agency with one goal in mind: strengthening and building vitality in Boise. CCDC is committed to building public infrastructure that supports development projects, serving as a catalyst for private development, and fostering economic growth.



CCDC district acreage is 6% of Boise's total acreage

& 5% of Boise's total land value is within a CCDC district.

| Category | Value |
|--|----------------|
| BOISE ASSESSED TAXABLE VALUE NOT AFFECTED BY URD | \$37.4 BILLION |
| ASSESSED TAXABLE VALUE INSIDE CCDC DISTRICTS | \$1.9 BILLION |



RIVER MYRTLE DISTRICT

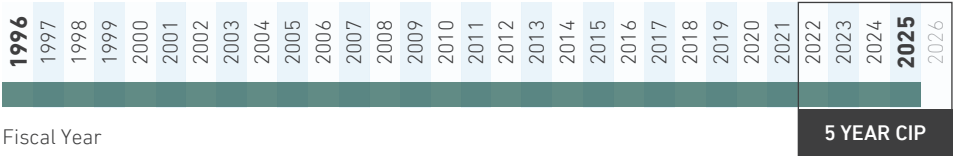
est.
1996

The River-Myrtle Old Boise (RMOB) District consisted of mostly vacant property, warehouses, and remnants of older industrial uses when it was first established in 1996. The formation of the RMOB District was a community-directed effort to assure that downtown Boise remains the foremost urban center in the region for business, government, culture, education, and urban living. The district's plan set-forth a vision for the area that maintained the urban vitality of the downtown core while extending it into the larger downtown area and created a place that is attractive to fundamental industries, cutting edge companies, and the workforce they employ.

PRIMARY STRATEGIES FOR THE DISTRICT

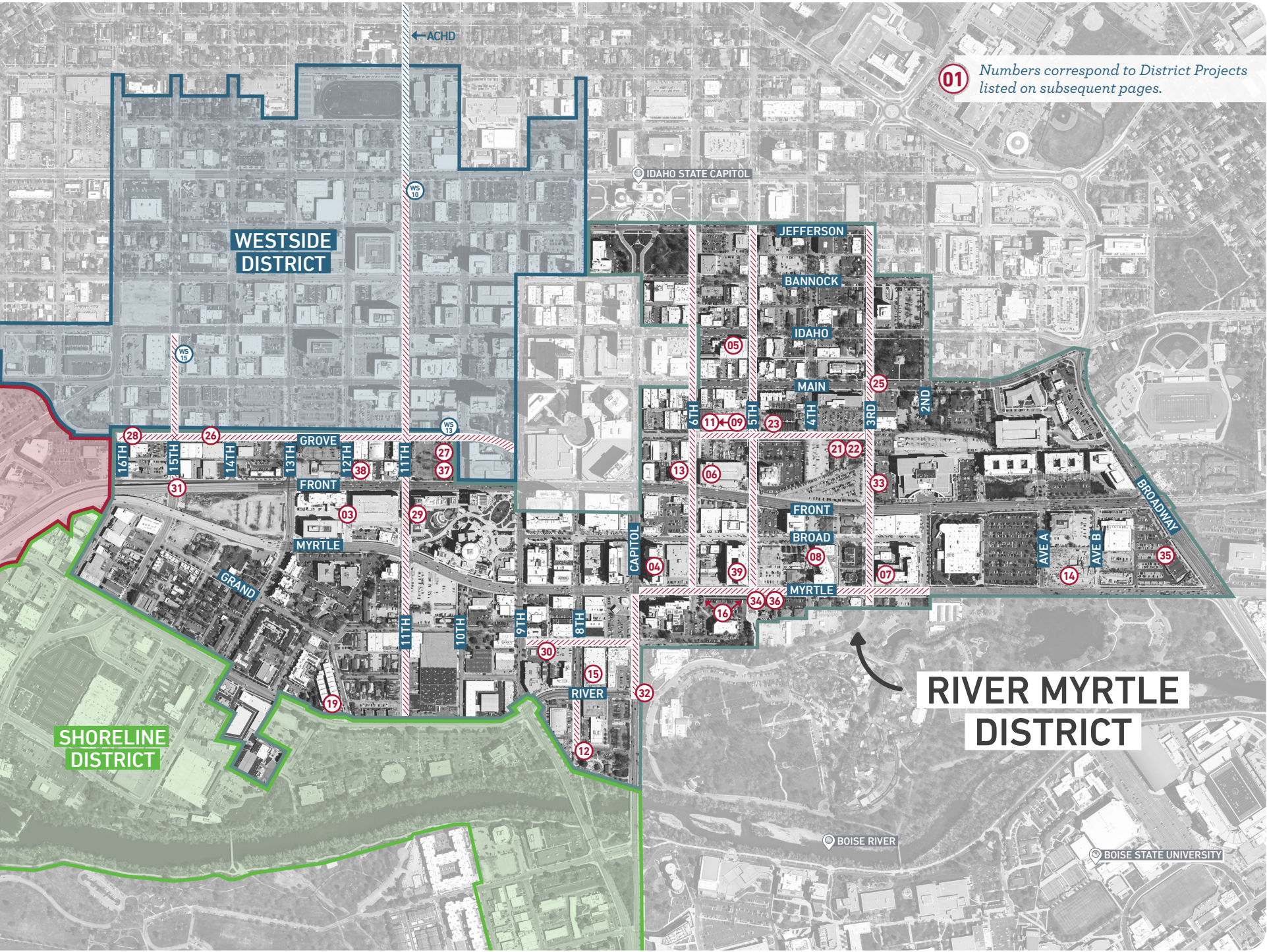
- Assure that downtown continues to include thriving residential neighborhoods. Increase the number of downtown residents with housing opportunities at all income levels.
- Recruit hotels, retail and other services to create a people-orientated downtown that attracts visitors, conferences, and employers.
- Improve streets, sidewalks and alleyways so they offer a safe and welcoming pedestrian environment.
- Create a system of parks, plazas, and public spaces that become focal points in the various sub-districts of downtown, act as catalysts for private development, and add livability to the urban surroundings.
- Reduce reliance on surface parking through more sustainable development, increased connectivity for pedestrians and cyclists, and the consolidation of parking into parking structures.

CURRENT 5 YEAR CIP TIMELINE



303 ACRES

BASE VALUE: \$121 MILLION
2022 TOTAL PROPERTY VALUE: \$1.1 BILLION
2022 ANNUAL INCREMENT REVENUE: \$10.1 MILLION



District wide projects - not mapped: 01, 02, 03, 17, 20, 40

RIVER MYRTLE DISTRICT PROJECTS

| RIVER MYRTLE DISTRICT ("RM" or "RM District") | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|---|---|----------|---------|----------|----------|--------|----------|
| Estimated Resources and Project Description | | \$25,892 | \$8,568 | \$13,282 | \$12,182 | SUNSET | \$59,924 |
| Participation Program | | | | | | | |
| 01 | Housing Partnerships and Real Estate Acquisitions Public-Private partnerships and/or land purchase and disposition to develop housing that fills gaps unmet by the private market. | 10,450 | | | | | \$10,450 |
| 02 | Streetscape Grant - One Time Assistance - Type 1 Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200K; projects are awarded on a first-come, first-served basis. | 400 | 400 | TBD | TBD | | \$800 |
| 03 | 1150 W. Myrtle St. - Pioneer Crossing - Type 3 Agreement with BVGC Parcel B, LLC Pioneer Crossing ("Parcel B") Transformative Development; Public infrastructure improvements and purchase of 250 public parking spaces, 5K SF retail, 100K SF office, and Hotel \$48M total development cost; \$5.2M parking garage condo purchase. \$3M reimbursement for streetscape and utility upgrades. | 600 | 600 | 135 | | | \$1,335 |
| 04 | 400 S. Capitol Blvd. - Marriott Hotel - Type 2 Agreement with Pennbridge BOD0, LLC Residence Inn Marriott; 186 rooms; \$31M total development cost; \$876K Reimbursement for public art, public plaza and canopies | 22 | | | | | \$22 |
| 05 | 505 W. Idaho St. - The Gibson Apartments - Type 2 Agreement with 5th and Idaho Development, LLC The Gibson; 81 apartments; \$13M total development cost; \$1M reimbursement for alleyway improvements, utility undergrounding, public plaza, and streetscape improvements. | 22 | | | | | \$22 |
| 06 | 202 S. 6th St. - Home2Suites Hotel - Type 3 Agreement with Front Street Investors, LLC Home2Suites; 138 rooms & 200 leased public parking spaces; \$49M total development cost; \$4.4M parking garage reimbursement; \$1.5M reimbursement for streetscapes, utility reimbursement, public park, and public art. | 400 | 400 | 350 | | | \$1,150 |
| 07 | 200 W. Myrtle St. - Jules on 3rd Apartments - Type 2 Agreement with Boise Caddis, LLC Jules on 3rd (formerly Boise Caddis); 160 apartments; Ada County 400 stall parking garage; \$31.3M total development cost; \$857K reimbursement for streetscapes on 2nd, 3rd, Myrtle, and Broad streets, utility undergrounding in the alley. | 141 | 245 | 245 | 226 | | \$857 |
| 08 | 406 S 4th St. - Hearth on Broad - Mixed Use - Type 2 Agreement with The Cartee Project, LLC Hearth on Broad (Formerly Cartee); 160 Apartments with ground floor retail and live-work units; \$48M total development cost; \$1.3M reimbursement for streetscape and utility improvements. | | 460 | 460 | 460 | | \$1,380 |
| 09 | 512 W. Grove St. - The Lucy Apartments & Mixed Use - Type 2 Agreement with 5th and Grove Investors, LLC The Lucy; 114 apartments (50 Workforce serving 120% AML or less), 8K SF ground floor retail; \$25.5M total development cost; \$1M reimbursement for streetscapes, utility undergrounding and improvements in the alley. | 378 | 200 | 200 | 200 | | \$978 |
| 10 | 116 S. 6th St. - The Thomas Logan Apartments - Type 2 Agreement with 6th & Grove Limited Partnership The Thomas Logan; 60 apartments (50 units serve 60% AML or less); 9K SF office space and 5K SF ground floor retail; \$15M total development cost; \$600K reimbursement for streetscapes on 6th St. and Grove St., utility undergrounding and alley upgrades. | 240 | 64 | 64 | 64 | | \$432 |
| 11 | 113 S. 5th St. - 5th and Grove Office - Type 1 Agreement with 5th and Beta Office, LLC 5th and Grove Office; 6K SF office; \$3M total development cost; \$164K reimbursement for streetscapes and utility undergrounding, alley upgrades, and awnings. | 164 | | | | | \$164 |
| 12 | 705 S. 8th St. - Wassmuth Center and Greenbelt Site Improvements - Type 4 Partnership with Boise Public Works In association with the Wassmuth Center's development of a new Administration Building, The City of Boise is improving landscape, pathway and streetscapes on the Boise Library! campus, Boise River Greenbelt property, as well as S. 8th St. right-of-way. Partnership for \$2M reimbursement for actual costs associated with streetscape and public space improvements. Project will improve bike and pedestrian mobility between 8th St. and the Boise River Greenbelt. | 1,275 | 725 | | | | \$2,000 |
| 13 | 600 W. Front St. - The Vanguard Apartments - Type 2 Agreement with 600 Vanguard, LLC The Vanguard; 75 apartments; \$16.3M total development cost; \$400K reimbursement for streetscapes and utility work. | 30 | 125 | 125 | 125 | | \$405 |

*Dollars are in Thousands

RIVER MYRTLE DISTRICT PROJECTS

| RIVER MYRTLE DISTRICT ("RM" or "RM District") | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|---|--|----------|---------|----------|----------|--------|----------|
| Estimated Resources and Project Description | | \$25,892 | \$8,568 | \$13,282 | \$12,182 | SUNSET | \$59,924 |
| Participation Program Continued | | | | | | | |
| 14 | 270 E. Myrtle St. - CDG Apartments - Type 2 Agreement with CDG Acquisitions, LLC CDG; 249 apartments, 353 parking spaces, and ground floor retail; \$52M total development cost; \$990k reimbursement for streetscapes and utility work. | | 229 | 433 | 327 | | \$988 |
| 15 | 600 S. 8th St. - 8th and River Apartments and ParkBOI Garage - Type 3 Agreement with South Eighth, LLC 8th and River; 160 units for 55+ apartment; 180 public parking spaces; \$45M total development cost; \$6.3M parking & façade reimbursement; \$750K streetscapes & utility reimbursement. | | | 6,300 | 750 | | \$7,050 |
| 16 | 5th St. and 6th St. Two-Way Conversion Project, Myrtle St. to Jefferson St. - Type 4 Partnership with ACHD Two-way traffic conversion of 5th Street and 6th Street between Myrtle St. and Jefferson St. per ACHD's 2017 Concept Report (ACHD Project No. 517020). Project combines two-way traffic conversion and certain segments of streetscape improvements with ACHD pavement maintenance. Project anticipates ACHD will complete two-way conversion and pavement maintenance north of the RM District boundary-Jefferson St. to Fort St. | 250 | | | 2,500 | | \$2,750 |
| 17 | ValleyRide Transit System Infrastructure Improvements - Partnership with Valley Regional Transit Transit infrastructure improvements such as transit shelters and other rider amenities located with RM district. | 30 | 30 | 30 | 30 | | \$120 |
| 18 | Public Art: S. 8th St. Murals - Type 4 Partnership with Boise Arts & History Public artwork murals on exterior walls along S. 8th St. or intersecting side streets. Potential locations: Elevator shaft on Boise Contemporary Theatre, north-facing wall of The Afton building. | 105 | | | | | \$105 |
| 19 | Public Art: Hayman House Artwork and Historic Signage - Type 4 Partnership with Boise Arts & History Public artwork and interpretive signage about the history of the River Street Neighborhood and the cultural significance of the Erma Hayman House - a City of Boise Cultural Site. | 85 | | | | | \$85 |
| 20 | Public Art: Re-Wrap Traffic Signal Boxes - Type 4 Partnership with Boise Arts & History Boise Arts & History Traffic Box Program installs public artwork via vinyl wrap to existing traffic signal boxes. \$15K annual reimbursement for actual cost of traffic box wraps throughout RM District. | 15 | 15 | 15 | | | \$45 |

*Dollars are in Thousands

RIVER MYRTLE DISTRICT PROJECTS

| RIVER MYRTLE DISTRICT ("RM" or "RM District") | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|---|--|----------|---------|----------|----------|--------|----------------|
| Estimated Resources and Project Description | | \$25,892 | \$8,568 | \$13,282 | \$12,182 | SUNSET | \$59,924 |
| Capital Improvement Projects | | | | | | | |
| Old Boise Blocks on Grove Street Neighborhood Reinvestment Strategy | | | | | | | \$9,040 |
| <p>The Old Boise Blocks on Grove Street is one of Boise's original neighborhoods with a unique agricultural and irrigation history featuring the Boise Canal and a once bustling street with small business and residents from around the globe. Despite this rich history, the eight city blocks between 3rd and 6th Streets have not experienced the level of revitalization seen in other areas of downtown. The 2020 Old Boise Blocks Reinvestment Strategy worked with a broad-range of stakeholders to create a community-supported vision and plan. The community voiced their desire to see improvements to the public, open-spaces with the inclusion of interpretive art installations; give prominence to the Boise City Canal as a unique and historical element; and improve bike and pedestrian facilities for a better-connected neighborhood.</p> <p>The Agency is collaborating on and completing those desired visions in the next five years through the collection of Capital Improvement Projects listed below. Leveraging the Participation Program to advance the overall vision of a re-establishing an active, mixed-use neighborhood, the Agency has several Public Private Partnerships to continue growing the number of high-quality residential units – refer to RM District Line Items 6, 9, 10, 11, 13, and 16.</p> | | | | | | | |
| 21 | Grove St. Streetscape Improvements, 3rd St. to 6th St. Streetscape improvements will create a distinctive shared street and urban space that will celebrate the historic culture of the area, focus on multi-modal transportation, explore sustainable strategies and provide a venue for community events in accordance with the recommendations of the 2020 Visioning Report. | 3,470 | | | | | |
| 22 | Public Art: Celebration of the cultural and historic backgrounds of Old Boise- Partnership with Boise Arts & History Implement permanent water feature within the public right-of-way in concert with Grove St. Improvements project between 3rd St and 6th St. | 165 | | | | | |
| 23 | CW Moore Park Improvements - Partnership with Boise Parks Improve CW Moore Park existing features and amenities to enhance visitor experience and integrate park circulation with adjacent streetscape improvements. Agency to construct improvements concurrent with streetscape improvement project. Project in partnership with Boise Parks. | 200 | | | | | |
| 24 | Public Plaza, Property Acquisition and Capital Improvements - Partnership with Boise Parks Acquire and redevelop 0.25-acres of property into a public plaza the celebrates the neighborhood's multi-cultural history and future. Partnership will dedicate the improved public space to Boise Parks. | 800 | 50 | 300 | 3,000 | | |
| 25 | Boise Canal Multi-use Pathway, 3rd St. to Broadway Ave. Develop a multi-use pathway along the Boise Canal that connects East End neighborhood to downtown Boise. Project will establish a pathway alignment between the Broadway Ave. signalized pedestrian crossing and the intersection of 3rd St. and Grove St. Boise's Pathway Master Plan and Old Boise Blocks Vision Report identify this as a priority connection. Plan and Old Boise Blocks Vision Report identify this as a priority connection. | 155 | | 900 | | | |
| Linen Blocks on Grove St. Neighborhood Reinvestment Strategy | | | | | | | \$5,815 |
| <p>In 2021, CCDC and community members within a twelve-city-block area dubbed "The Linen Blocks" created a vision to guide change anticipated to occur in the next five years. Located along both sides of Grove Street from 10th and 16th Streets, the area's history of automotive and industrial enterprise is evident in today's eclectic mix of businesses. The vision includes private investment such as hotels and residential development atop retail businesses that infill existing surface parking lots. It also includes public utility upgrades, street improvements and better public spaces to support both existing and new enterprises. The community wants to express the automotive history and eclectic culture through artwork and amenities included in both public and private projects.</p> <p>The Linen Blocks on Grove Street Vision Report guides the Agency's execution of the collection of public investments listed below. In close coordination with these capital projects, the Agency is also leveraging public/private partnerships via the Participation Program to catalyze high quality private investment that advances the overall vision—refer to WS District line items 2 and 3 and RM District Line Items 1 and 2.</p> | | | | | | | |
| 26 | Grove St. Streetscape Improvements, 9th St. to 16th St. Improve the Grove St. corridor from 9th St. to 16th St. as a multi-modal corridor through downtown Boise. Includes upgraded streetscape, roadway, placemaking and public space elements per the recommendations of the 2021 Visioning Report. See also WS Line 13. | 2,920 | 2,280 | | | | |
| 27 | Sewer Main Line Upgrade and Utility Relocation Multiple proposed private development projects within the Linen Blocks have identified deficiencies with existing utility line routes and sizes. The Agency, in coordination with Boise Public Works and property owners, will relocate the utility to reduce public infrastructure barriers to development and complete utility upgrades prior to proposed roadway paving project. | 500 | | | | | |
| 28 | Public Art: Frames and Art Ports - Partnership with Boise Arts & History Expansion of the public art frames and installation of art ports to host a rotation of sculpture art. See also WS Line 14. | | 115 | | | | |

*Dollars are in Thousands

RIVER MYRTLE DISTRICT PROJECTS

| RIVER MYRTLE DISTRICT ("RM" or "RM District") | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|---|--|----------|---------|----------|----------|--------|----------|
| Estimated Resources and Project Description | | \$25,892 | \$8,568 | \$13,282 | \$12,182 | SUNSET | \$59,924 |
| Capital Improvement Projects Continued | | | | | | | |
| 29 | 11th St. Bikeway and Streetscape Improvements, River St. to State St. Develop a continuous low-stress bikeway from the Boise foothills to the Boise River in coordination with ACHD. Bikeway improvements from River St. to State St. will include raised bike lanes and certain streetscape improvements per the 2020 11th St. Bikeway Concept Plan. At State St., the project will connect to the ACHD bikeway project that continues north to Camels Back Park. Project also includes a partnership with ACHD to reimburse for pavement maintenance and Boise City Canal bridge replacement. River St. to Grove St. in RM, Grove St. to State St. in WS. See also WS District line 10. | 1,513 | 648 | | | | 2,161 |
| 30 | Fulton St. Streetscape Improvements, 9th St. to Capitol Blvd. Streetscape improvements within the Fulton St. right-of-way, between 9th St. and Capitol Blvd. Project will infill missing segments of sidewalks and on-street parking, provide additional patio area for retail business and resolve existing drainage and accessibility issues, and include shade trees, lighting and other streetscape amenities and furnishings. Coordination with proposed and future development with Fulton St. frontage will happen throughout project. | 1,058 | 1,058 | | | | 2,115 |
| 31 | 212 S. 16th St. - Boise Fire Station #5 and Housing Development - Type 4 Partnership with City of Boise City will replace Fire Station #5 and develop approx. 60 apartments serving under 60% AMI; \$475K reimbursement for streetscapes on west side of 15th St. from Front St. to Grove St.. Front St. to Grove St. in RM, Grove St. to Idaho St. in WS. See also WS line 16. | 75 | 400 | | | | 475 |
| 32 | Capitol Blvd. Streetscape and Bike Facility Improvements, River St. to Myrtle St. Streetscape Improvements on Capitol Blvd., the gateway thoroughfare to downtown Boise and the Idaho State Capitol. Streetscape improvements programmed on the west side of the Blvd., with minor site-specific improvements on the east side, north of Fulton St.. Project includes potential lane reconfiguration that enhances safety of on-street bike facilities and expands sidewalks to be consistent with other segments of this corridor and to improve pedestrian mobility, calm traffic and support adjacent street level businesses. | | 100 | 1,175 | | | 1,275 |
| 33 | 3rd St. Streetscape and Mobility Improvements, Myrtle St. to Jefferson St. Streetscape improvements on both side of street and minor travel lane and intersection adjustments to improve safety and functionality of right-of-way for pedestrians, cyclists and vehicles. Upgrades will provide low-stress bike facilities, universally accessible facilities for pedestrians as well as loading and parking zones for vehicles. | | 50 | 100 | 2,000 | | 2,150 |

*Dollars are in Thousands

RIVER MYRTLE DISTRICT PROJECTS

| RIVER MYRTLE DISTRICT ("RM" or "RM District") | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|---|---|----------|---------|----------|----------|--------|----------|
| Estimated Resources and Project Description | | \$25,892 | \$8,568 | \$13,282 | \$12,182 | SUNSET | \$59,924 |
| Capital Improvement Projects Continued | | | | | | | |
| Front & Myrtle Mobility Improvements - in Coordination With Idaho Transportation Department | | | | | | | \$2,480 |
| In partnership with the Idaho Transportation Department, the Ada County Highway District and the City of Boise, the Front & Myrtle Mobility Strategy will focus on investments to help balance the many competing demands for the Front St. and Myrtle St. corridors between Broadway Ave. and the I-184 Connector. Projects will improve safety, remove mobility barriers and provide high-quality public spaces in support of adjacent land uses while maintaining efficient travel along these high-speed, high-volume corridors. The strategy will enhance mobility for bike and pedestrian modes along these corridors and will improve crossing opportunities for better connectivity between the downtown core and destinations such as BSU, Julia Davis Park and the Boise River Greenbelt. | | | | | | | |
| 34 | Myrtle St. Streetscape Improvements, Capitol Blvd. to 2nd St. Streetscape improvements on both sides of Myrtle St., a five-lane one-way state highway. Investigate potential lane reconfiguration opportunities with ITD per the 2017 CCDC Front & Myrtle Alternatives Analysis. | | 100 | 800 | | | |
| 35 | Public Art: Downtown Boise Entryway Features Public artwork that signifies the eastern entryway to downtown Boise at Front/Broadway and Myrtle/Broadway. | | | 400 | | | |
| 36 | Front St. & Myrtle St. Enhanced Crosswalk Treatments Upgrade existing standard signalized crosswalk markings with high-visibility decorative thermoplastic pavement treatments. Project purpose is to provide visual cues to pedestrians that safe crossings are available and also to raise motorist awareness that they are passing through a pedestrian crossing at key locations along Front and Myrtle. The locations include intersections where Front St. and Myrtle St. cross Capital BLVD, 8th St., 9th St., and 11th St. | | | 200 | | | |
| 37 | 10th St. & Front St. Signalized Crossing Install a signalized pedestrian crossing at intersection of Front St. and 10th St. to improve mobility, safety and comfort for those traveling by non-automobile modes between downtown and JUMP/Simplot destinations. | | | 75 | 250 | | |
| 38 | 12th St. & Front St. Signalized Crossing Install a signalized pedestrian crossing at intersection of Front St. and 12th St. to improve mobility, safety and comfort for those traveling by non-automobile modes between downtown and the restaurant, office, and hotel destinations at Pioneer Crossing. | | | 75 | 250 | | |
| 39 | 5th St. & Myrtle St. Signalized Crossing Install full traffic signalization at intersection of Myrtle St. and 5th St. to improve mobility, safety and comfort for those traveling by non-automobile modes between downtown and BSU, Zoo Boise and Julia Davis Park destinations. | 330 | | | | | |
| 40 | River Myrtle District Streetscape Assessment and Closeout Projects Assess the condition of RM District streetscapes, identifying minor deficiencies, safety issues, and spot repairs that will not be addressed by private development projects, programmed streetscape improvement projects, or via upcoming ACHD or City capital projects. Minor utility upgrades may be included. Develop, with consultation from the City and ACHD, a prioritized closeout project list. Complete closeout projects by priority, utilizing the programmed funds as well as other District funds that may become available in the District's final year before it terminates. | 100 | 275 | 900 | 2,000 | | \$3,275 |
| Total River Myrtle Estimated Expenses | | \$25,892 | \$8,568 | \$13,282 | \$12,182 | SUNSET | \$59,924 |

*Dollars are in Thousands

WESTSIDE DISTRICT

est.
2003

The Westside District aims to reinvigorate the nearly 50 blocks immediately west of the downtown core and help shape a healthy, thriving urban neighborhood with a strong sense of place. City leaders and community members created a shared vision for the area in the district’s masterplan that called for more housing choices, walkable urban neighborhood streets, and a rich mix of uses where people live, work, visit, and enjoy being part of the city center.

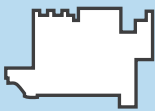
PRIMARY STRATEGIES FOR THE DISTRICT

- Land acquisition for desired, high-quality development and open space that contributes to the vision of the district
- Medium- and high-density housing, specifically middle-market, mixed-income, that supports downtown’s growing workforce
- New office buildings and hotels that diversify downtown’s economy and attract employees and visitors to the area
- Structured parking to support growing retail and office space, residents, and visitors, as well as consolidate parking to allow surrounding surface lots to redevelop

CURRENT 5 YEAR CIP TIMELINE

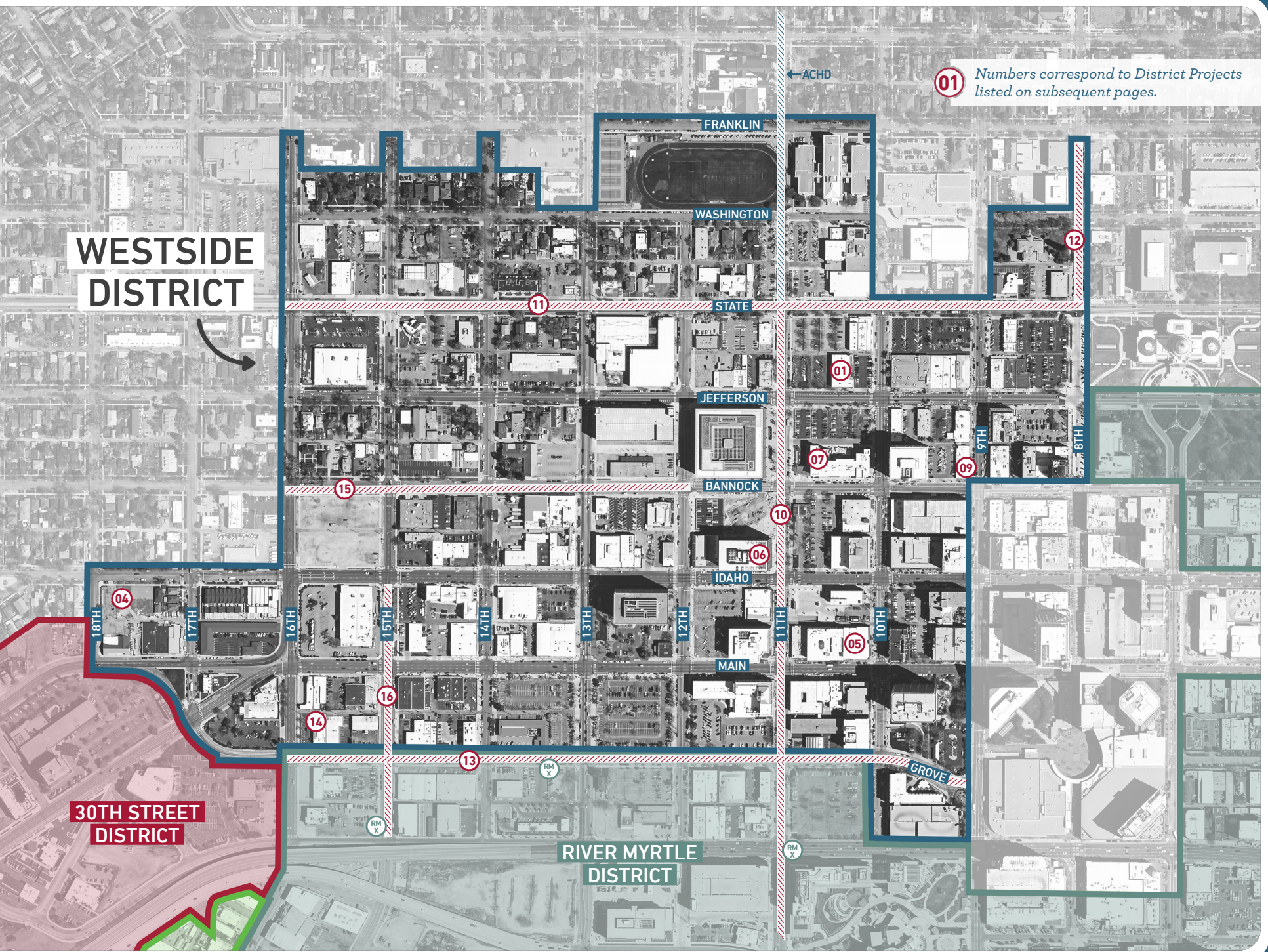
| 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | |
|-------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------------|------|------|------|--|
| | | | | | | | | | | | | | | | | | | | | 5 YEAR CIP | | | | |
| Fiscal Year | | | | | | | | | | | | | | | | | | | | 5 YEAR CIP | | | | |

Fiscal Year



157 ACRES

BASE VALUE: \$142 MILLION
2022 TOTAL PROPERTY VALUE: \$561 MILLION
2022 ANNUAL INCREMENT REVENUE: \$4.1 MILLION



District wide projects - not mapped: 02, 03, 08, 17, 18

WESTSIDE DISTRICT PROJECTS

| WESTSIDE DISTRICT ("WS" or "WS District") | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|---|---|---------|---------|----------|---------|---------|----------|
| Estimated Resources and Project Description | | \$8,617 | \$7,822 | \$18,816 | \$3,600 | \$2,000 | \$40,854 |
| Participation Program | | | | | | | |
| 1 | Block 68 Catalytic Redevelopment Project - Type 5 Partnership Block 68 Catalytic Redevelopment project is a Type 5 participation and disposition project. Its purpose is to develop housing that fills gaps unmet by the private market. It includes two agency-owned properties (1010 W. Jefferson St., and 421 N 10th St.), participation with public infrastructure improvements and a ParkBOI parking and mobility structure. In exchange for these offerings, the Agency expects the redevelopment project to embrace density and reinvest in the City's existing infrastructure. To develop more affordable housing units, maintain the authentic neighborhood fabric, further mobility initiatives, and contribute to Boise's long-term sustainability. The redevelopment is expected to have high architectural aspirations with visionary and creative development programs that catalyze further development of nearby underutilized land. | | | 17,500 | | | \$17,500 |
| 2 | Housing Partnerships and Real Estate Acquisitions Public-Private partnerships and/or land purchase and disposition to develop housing that fills gaps unmet by the private market. | 1,700 | | | | | \$1,700 |
| 3 | Streetscape Grant - One Time Assistance - Type 1 Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200K; projects are awarded on a first-come, first-served basis. | 400 | 400 | TBD | TBD | TBD | \$800 |
| 4 | 1715 W. Idaho St. - Housing Infill Development Project - Type 5 Partnership with 17th and Idaho Development, LLC The 1715 Idaho St. Housing Infill Development Project is a Type 5 participation and disposition project that increases economic diversity of housing choices in West Downtown neighborhood. The \$10.4 total development cost project includes 48 apartments with average rent serving 100% AMI with 2 units serving 60% AMI or Voucher assistance. | 1,240 | | | | | \$1,240 |
| 5 | 1010 W. Main St. - Averyl Tiner Building Restoration - Type 3 Agreement with Avery, LLC Averyl Tiner Building; Restoration of historic hotel to include original uses, hotel and restaurants. 39 hotel rooms, two restaurants seating 160 diners. 190 permanent jobs. \$14M total development costs. \$1.2M reimbursement for historic façade restoration and streetscape improvements. | | 1,170 | | | | \$1,170 |
| 6 | 1118 W. Idaho St. - 11th & Idaho Building - Type 2 Agreement with 11th & Idaho Partners, LLC 11th & Idaho; 9-story mixed use office building with first floor retail; 193K total SF; \$29M total development costs; \$742K reimbursement for streetscape improvements. | 285 | 300 | 156 | | | \$741 |
| 7 | 1024 W. Bannock St. - Hyatt Place Hotel - Type 2 Agreement with Boise Hotel Investors, LLC Hyatt Place; 150 rooms; \$22M total development costs; \$452K reimbursement for streetscapes and public improvements. | 90 | | | | | \$90 |
| 8 | Public Art: Re-Wrap Traffic Signal Boxes In cooperation with ACHD, implement permanent public artwork via vinyl wrap applied to existing traffic signal controller boxes at signalized intersections. | 15 | 15 | 15 | | | \$45 |
| 9 | 9th St. and Bannock St. Intersection Geothermal Repairs - Type 4 Partnership with Boise City Upgrades to The City of Boise's Geothermal lines to be coordinated with the ACHD intersection replacement in summer of 2022. | 250 | | | | | \$250 |

*Dollars are in Thousands

WESTSIDE DISTRICT PROJECTS

| WESTSIDE DISTRICT (“WS” or “WS District”) | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|--|---|---------|---------|----------|---------|---------|----------|
| Estimated Resources and Project Description | | \$8,617 | \$7,822 | \$18,816 | \$3,600 | \$2,000 | \$40,854 |
| Capital Improvement Projects | | | | | | | |
| 10 | 11th St. Bikeway and Streetscape Improvements, River St. to State St. Develop a continuous low-stress bikeway from the Boise foothills to the Boise River in coordination with ACHD (ACHD Project No. BK218-01). Bikeway improvements from River Street to State Street will include raised bike lanes and certain streetscape improvements per the 2020 11th Street Bikeway Concept Plan. At State Street, the project will connect to the ACHD bikeway project that continues north to Camels Back Park. Project also includes a partnership with ACHD to reimburse for pavement maintenance and Boise City Canal bridge replacement. River to Grove in RM, Grove to State in WS. <i>See also RM District line 29.</i> | 2,347 | 2,847 | | | | \$5,193 |
| 11 | State St. Streetscape and Utility Improvements, 8th St. to 16th St. Install fiber optic conduit bank in State Street right of way to connect the existing conduit in 8th St. with the existing conduit in 15th St. Improve streetscape (both sides) between 12th St. and 14th St. including bio-retention planters. Improvements made in partnership with ACHD’s DBIP State St., 2nd St. to 16th St., Roadway Improvement Project (ACHD project No. SM220). \$1.7M reimbursement of actual costs by Agency to ACHD for design and construction. | 1,705 | | | | | \$1,705 |
| 12 | 8th St. Streetscape and Bike Facility Improvements, State St. to Franklin St. Improve streetscapes, underground existing overhead utilities and implement low-stress on-street bike facilities. Streetscape improvements anticipated at 800 W State St., 815 W Washington St. and 622 N 8th St. Concept work by City of Boise for bike facilities from State St. to Washington St. completed in 2020 in concert with CCDC’s 8th Street improvements project between Bannock St. and State St. Project timed to coordinate concept efforts with ACHD project to improve bike facilities on 8th St. between Franklin St. and Union St. | 170 | 1,600 | | | | \$1,770 |
| Linen Blocks on Grove Street Neighborhood Reinvestment Strategy | | | | | | | \$660 |
| In 2021, CCDC and community members within a twelve-city-block area dubbed “The Linen Blocks” created a vision to guide change anticipated to occur in the next five years. Located along both sides of Grove Street from 10th and 16th Streets, the area’s history of automotive and industrial enterprise is evident in today’s eclectic mix of businesses. The vision includes private investment such as hotels and residential development atop retail businesses that infill existing surface parking lots. It also includes public utility upgrades, street improvements and better public spaces to support both existing and new enterprises. The community wants to express the automotive history and eclectic culture through artwork and amenities included in both public and private projects. The Linen Blocks on Grove Street Vision Report guides the Agency’s execution of the collection of public investments listed below. In close coordination with these capital projects, the Agency is also leveraging public/private partnerships via the Participation Program to catalyze high quality private investment that advances the overall vision - <i>refer to WS District line items 2 and 3 and RM District Line Items 1 and 2.</i> | | | | | | | |
| 13 | Grove St. Streetscape Improvements, 9th St. to 16th St. Improve the Grove St. corridor from 9th St. to 16th St. as a multi-modal corridor through downtown Boise. Includes upgraded streetscape, roadway, placemaking and public space elements per the recommendations of the 2021 Visioning Report. <i>See also RM Lines 26 through 27.</i> | 265 | 265 | | | | |
| 14 | Public Art: Frames and Art Ports - Partnership with Boise Arts & History Expansion of the public art frames and installation of art ports to host a rotation of sculpture art. <i>See also RM District line 28.</i> | | 130 | | | | |
| 15 | Bannock St. Streetscape and Mobility Improvements, 12th St. to 16th St. Improve streetscapes (both sides) in conjunction with the ACHD Bannock St. Bikeway project to improve pedestrian and bike connectivity from West the Downtown neighborhood into downtown. Partnership with ACHD for reimbursement of portion of Bannock Bikeway improvements and pavement maintenance. | | 50 | 100 | 2,000 | 2,000 | \$4,150 |
| 16 | 15th St. Streetscape Improvements, Front St. to Idaho St. Improve streetscapes in concert with the City’s Fire Station #5 redevelopment project. <i>See also RM District line 31.</i> | 50 | 250 | | | | \$300 |
| 17 | Westside District Catalytic Public Space Acquire property or public easement and develop a public park, plaza or open space to catalyze adjacent private investment that further energizes the associated placemaking effort. The City of Boise’s Downtown Parks & Public Spaces Plan serves as reference in affirming location and space programming. | | 45 | 45 | 1,100 | | \$1,190 |
| 18 | Westside District Streetscape Assessment and Closeout Projects Assess the condition of WS District streetscapes, identifying minor deficiencies, safety issues, and spot repairs that will not be addressed by private development projects, programmed streetscape improvement projects, or via upcoming ACHD or City capital projects. Minor utility upgrades may be included. Develop, with consultation from the City and ACHD, a prioritized closeout project list. Complete closeout projects by priority ranking, utilizing the programmed funds as well as other WS District funds that may become available in the District’s final year before it terminates. | 100 | 750 | 1,000 | 500 | | \$2,350 |
| Total Westside Estimated Expenses | | \$8,617 | \$7,822 | \$18,816 | \$3,600 | \$2,000 | \$40,854 |

*Dollars are in Thousands

30TH STREET DISTRICT

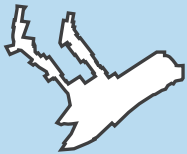
est.
2014

The 30th Street district was envisioned as a premier urban place celebrating its unique location between the Boise River Corridor and downtown. Once home to many auto-oriented businesses including several car dealerships, large parcels of land were vacated when a new direct east-west route from downtown, the I-184 Connector, was opened in 1992. The reduced traffic affected the area’s commercial prospects and large tracts of empty commercial lots are still vacant today. With a focus on the surrounding neighborhoods, the 30th Street master plan seeks to enhance the area to allow for revitalization that broadens the range of housing, employment, neighborhood-oriented services and amenities, transportation options, and arts and culture in the area while honoring and strengthening the existing character of the neighborhoods.

PRIMARY STRATEGIES FOR THE DISTRICT

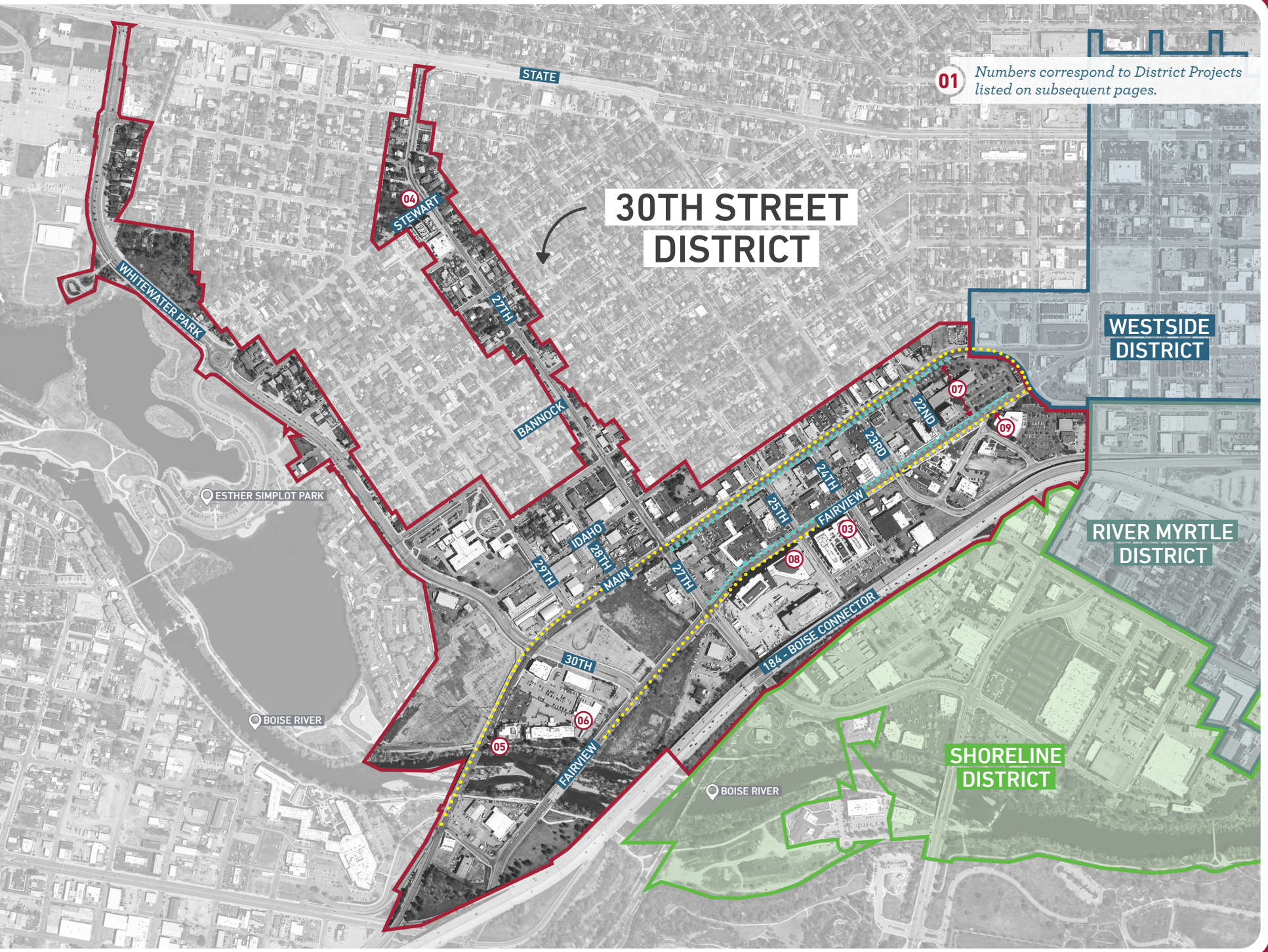
- Create an authentic identity and sense of place for each of the sub-districts by drawing upon the natural setting and history of the area, creating place names, and developing design parameters that result in a distinctive character
- Focus on the neighborhood and the Boise River corridor’s exceptional value for visitors and residents and encourage redevelopment on underdeveloped parcels that positively interfaces with the Boise River and surrounding neighborhoods
- Expand workforce housing options across a range of incomes and support multi-modal transportation choices.
- Remove barriers to redevelopment caused by aging and missing infrastructure. Invest public resources in to improving and expanding infrastructure, transit, parking, storm drainage, and brownfields.
- Attract people who bring diversity and creativity to the area by strengthening the community through arts, culture, history and community gathering places.

CURRENT 5 YEAR CIP TIMELINE



213 ACRES

BASE VALUE: \$64 MILLION
2022 TOTAL PROPERTY VALUE: \$236 MILLION
2022 ANNUAL INCREMENT REVENUE: \$1.6 MILLION



District wide projects - not mapped: 01, 02, 10

30TH STREET DISTRICT PROJECTS

| 30TH STREET DISTRICT ("30th" or "30th District") | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|--|---|---------|--------|---------|---------|---------|----------|
| Estimated Resources and Project Description | | \$2,327 | \$487 | \$1,624 | \$1,600 | \$1,500 | \$7,538 |
| Participation Program | | | | | | | |
| 1 | Housing Partnerships and Real Estate Acquisitions Public-Private partnerships and/or land purchase and disposition to develop housing that fills gaps unmet by the private market. | 1,000 | | 1,400 | 1,500 | 1,500 | \$5,400 |
| 2 | Streetscape Grant - One Time Assistance - Type 1 Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar-for-dollar match of private investment, up to \$200K; projects are awarded on a first-come, first-served basis. | | 400 | 200 | TBD | TBD | \$600 |
| 3 | 2419 W. Fairview Ave. - Adare Apartments – Type 2 Agreement with Adare Manor LLC Adare; Mixed use apartment building with ground floor commercial; 134 units, some serving as low as 30% AMI; \$27M total development costs; \$285K reimbursement for public utility and streetscape improvements. | 87 | 87 | 24 | | | \$198 |
| 4 | 901 N. 27th St. - 27th Street Crossing - Type 1 Agreement with Prentiss Properties 21, LLC 27th Street Crossing; 65 apartments and 6k sf commercial space; \$12M total development costs; \$200k reimbursement for streetscape and public right of way improvements. | 200 | | | | | \$200 |
| 5 | Public Art: Main St. and Fairview Ave. Greenbelt Underpass Murals - Type 4 Partnership with Boise Arts & History Implement permanent public artwork murals on existing concrete underpass walls. | 60 | | | | | \$60 |
| 6 | Public Art: Fairview Ave Entryway Experience - Type 4 Partnership with Boise Arts & History Implement permanent public artwork on south side of Fairview, between Boise River and White Water Park Blvd. | | | | 100 | | \$100 |
| Capital Improvement Projects | | | | | | | |
| 7 | Main St. and Fairview Ave. Transit Island Improvements The Project includes construction of five raised transit islands and associated infrastructure along Main St and Fairview Ave between N 17th St and N 27th St. The transit islands will allow buses to make in-lane stops on Main and Fairview without disrupting the flow of the bike lane. | 705 | | | | | \$705 |
| 8 | 2525 W. Fairview Ave. - Transit Island Improvements - Type 4 Agreement with St Luke's Health System, LTD St. Luke's Health System Hospital and Medical office project is constructing transit island improvements at 27th and Fairview via a Type 4 partnership with CCDC. Constructing the transit island as part of the hospital's site improvements decreases cost and disruptions. <i>See also 30th District Line #07.</i> | 200 | | | | | \$200 |
| 9 | Main St. and Fairview Ave. Mobility & Streetscapes Improvements, Boise River to 16th St. Improve streetscapes on various blocks of both corridors and side streets. Convert existing buffered on-street bike lanes to protected bike lanes by adding fixed vertical separation element between the bike lane and parking lane or travel lane. Prior to design, conduct concept study to 1) evaluate existing right-of-way restrictions, 2) identify potential roadway reallocation opportunities and 3) coordinate with adjacent property owners on potential easements, right-of-way dedication and anticipated redevelopment activities. | 75 | | | | | \$75 |
| 10 | Catalytic Public Space Public park, plaza or open space project in support of City of Boise's Downtown Parks & Public Spaces Plan. Location TBD. | | | | | | UNFUNDED |
| Total 30th Street Estimated Expenses | | \$2,327 | \$487 | \$1,624 | \$1,600 | \$1,500 | \$7,538 |

*Dollars are in Thousands

SHORELINE DISTRICT

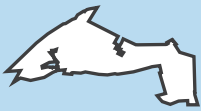
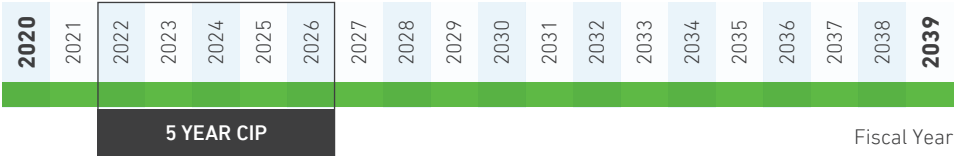
est.
2020

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. A desired vision for the area seeks to solve public infrastructure deficiencies in the Lusk Street neighborhood, revitalize the riverfront neighborhood, and enhance the District’s many amenities.

PRIMARY STRATEGIES FOR THE DISTRICT

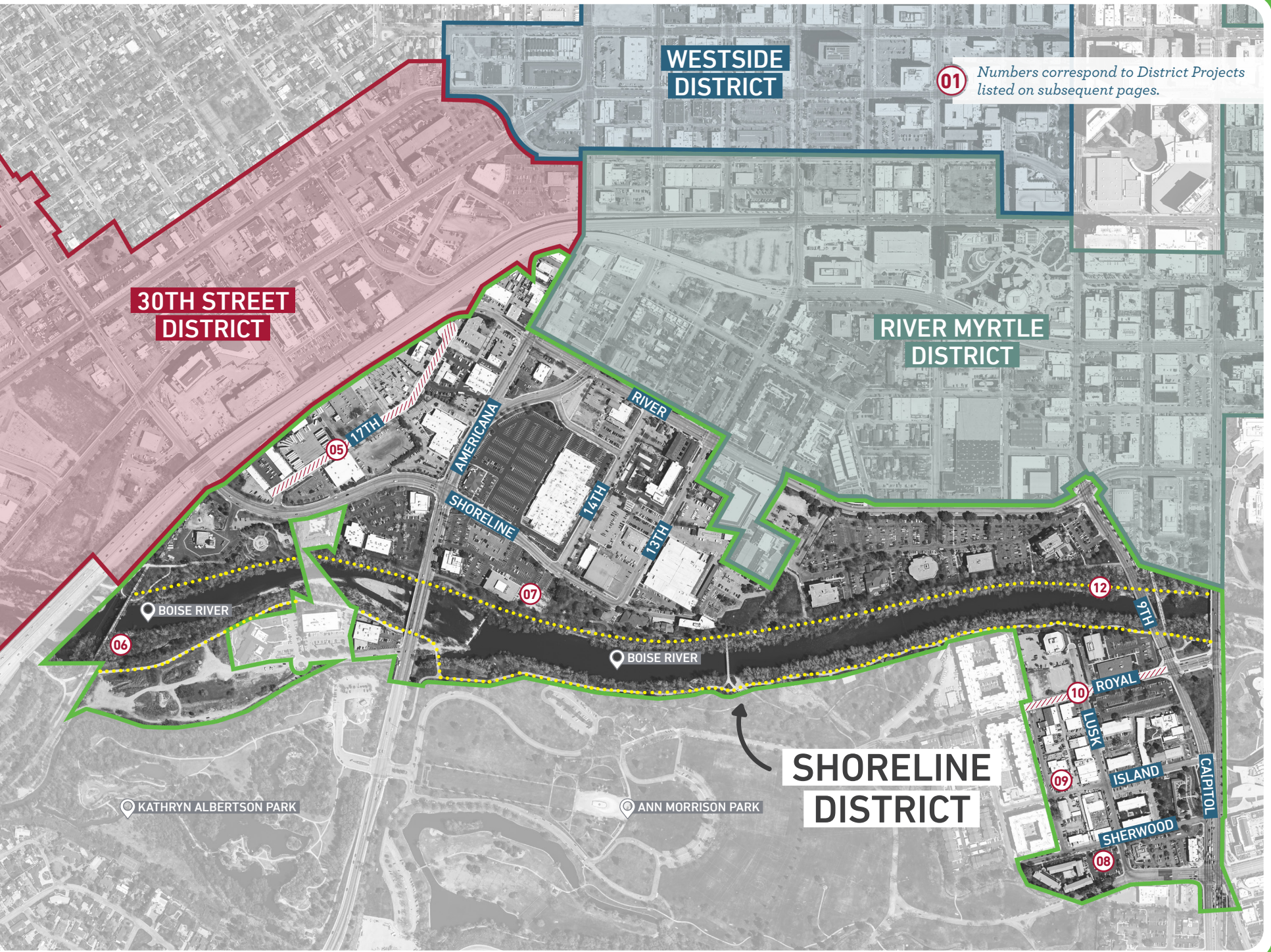
- Redevelopment of underdeveloped or deteriorating properties that are prevalent throughout the district and infrastructure improvements including curb, gutter and sidewalk.
- Riverfront activation and improving access to the Boise River for all user groups while mitigating human impacts to the river ecosystem.
- Mixed-use, infill development that offers housing, services, and amenities to downtown recreationalists, workers, residents, and students.
- Diversity of housing options at all income levels.
- Improved connectivity and mobility options that prioritizes pedestrian, cyclists, transit and vehicles respectively.

CURRENT 5 YEAR CIP TIMELINE



195 ACRES

BASE VALUE: \$117 MILLION
2022 TOTAL PROPERTY VALUE: \$163 MILLION
2022 ANNUAL INCREMENT REVENUE: \$440 THOUSAND



District wide projects - not mapped: 01, 02, 03, 04, 11

SHORELINE DISTRICT PROJECTS

| SHORELINE DISTRICT ("SL" or "SL District") | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|---|--|--------|--------|--------|--------|--------|----------|
| Estimated Resources and Project Description | | \$330 | \$172 | \$590 | \$0 | \$825 | \$1,917 |
| Participation Program | | | | | | | |
| 1 | Housing Partnerships and Real Estate Acquisitions Public-Private partnerships and/or land purchase and disposition to develop housing that fills gaps unmet by the private market. | | | 590 | | 800 | \$1,390 |
| 2 | Streetscape Grant - One Time Assistance - Type 1 Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200K; projects are awarded on a first-come, first-served basis. | 100 | 100 | TBD | TBD | TBD | \$200 |
| 3 | Public Improvements - General Assistance - Type 2 Available to assist larger projects by providing reimbursement for public improvements through the actual tax increment generated by the project. Reimbursement rates are determined by the Program Scorecard which encourages healthy community design and is especially tuned to assist affordable and workforce housing projects. | TBD | TBD | TBD | TBD | TBD | TBD |
| Capital Improvement Projects | | | | | | | |
| 4 | Shoreline District Streetscape Design Standards Assist Boise Comprehensive Planning with updates to the Downtown Boise Streetscape Standards Manual to include all streets within the Shoreline District Project Area. Establishing standards provides clarity and predictability about infrastructure requirements for private development and also helps institute the community input received during the SL District formation process. | 80 | | | | | \$80 |
| 5 | 17th St. Streetscape Improvements, Shoreline Dr. to Cul-de-Sac Improve sidewalk and roadway lighting and make spot repairs and minor pedestrian facilities improvements. Recommended improvements informed by Boise Police CPTED study and Agency 17th St. Investment Study. | 150 | | | | | \$150 |
| 6 | Trestle Bridge Lighting Install decorative, programmable LED lighting on greenbelt trestle bridge over the Boise River adjacent to the I-184 Connector. | | 72 | | | | \$72 |
| 7 | Shoreline Park Recreational/Emergency River Access Facility Improve recreational and emergency vehicle access to the Boise River through Shoreline Park (1375 W Shoreline Drive). May include stabilized boat ramp, retaining walls, revised vehicular connection to Shoreline Drive and greenbelt improvements. | | | | | 25 | \$25 |
| 8 | Lusk St. Streetscapes, Ann Morrison Park Dr. to Boise River (Phase 1) Improve streetscapes and connectivity to Boise River Greenbelt on west side of Lusk St. Future phase to address improvements on east side of Lusk St. | | | | | | UNFUNDED |
| 9 | La Pointe St. Streetscapes, Sherwood St. to Royal Blvd. Improve streetscapes on the east side only. | | | | | | UNFUNDED |
| 10 | Royal Blvd. Streetscapes, La Point St. to 9th St. Improve streetscapes (both sides) to improve connectivity between Ann Morrison Park and BSU. | | | | | | UNFUNDED |
| 11 | Lusk Area Utility Improvements Underground existing overhead utilities on multiple corridors within the Lusk sub-area. | | | | | | UNFUNDED |
| 12 | Greenbelt Separated Path Improvements - North and South shores, Phase 1 Construct a second parallel pathway adjacent to existing greenbelt pathway, per the 2018 Shoreline Urban Framework Plan, to increase pathway capacity and provide separate facilities for pedestrians and cyclists. | | | | | | UNFUNDED |
| Total Shoreline Estimated Expenses | | \$330 | \$172 | \$590 | \$0 | \$825 | \$1,917 |

*Dollars are in Thousands

GATEWAY EAST DISTRICT

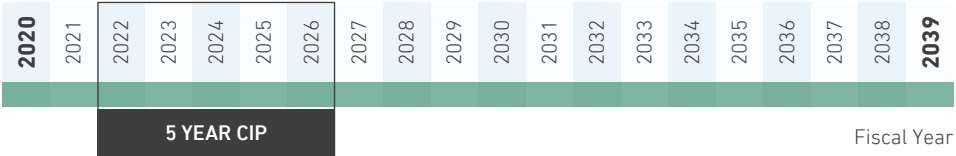
est.
2020

Gateway East is a largely undeveloped part of Boise that, due to its location and zoning, is a prime area. 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 district. City leaders and community members shared a vision for the area that seeks to diversify Boise’s economy, create quality jobs, and plan for industrial growth by improving infrastructure and promoting industrial development in and around Boise’s Airport Planning Area.

PRIMARY STRATEGIES FOR THE DISTRICT

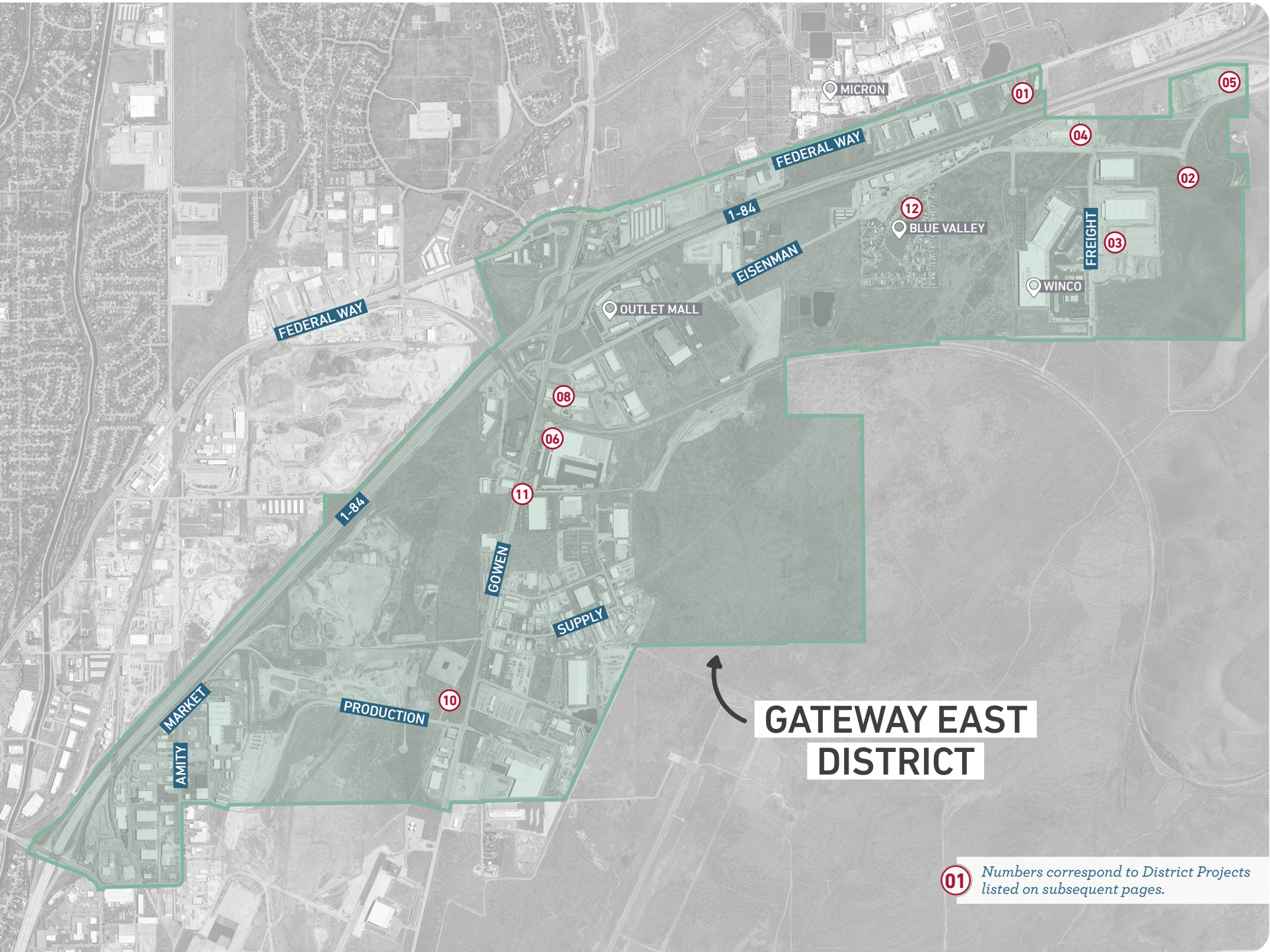
- Improve infrastructure though projects that could include new sidewalks, roads, utility improvements, and streetlights
- Diversify Boise’s economy with industrial development that can help local businesses expand and attract new businesses
- Initiate projects designed to increase workforce transportation and mobility options
- Secure and improve certain public open space in critical areas

CURRENT 5 YEAR CIP TIMELINE



2,643 ACRES

BASE VALUE: \$376 MILLION
2022 TOTAL PROPERTY VALUE: \$613 MILLION
2022 ANNUAL INCREMENT REVENUE: \$2.3 MILLION



District wide projects - not mapped: 07, 09

GATEWAY EAST DISTRICT PROJECTS

| GATEWAY DISTRICT ("Gateway") | | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | TOTAL |
|---|--|---------|---------|---------|--------|----------|----------|
| Estimated Resources and Project Description | | \$1,537 | \$2,391 | \$2,602 | \$854 | \$12,282 | \$19,665 |
| Participation Program | | | | | | | |
| 1 | 9025 S. Federal Way - Mixed-Use Office and Industrial Project - Type 2 Agreement with 6025 Federal, LLC 9025 S. Federal Way; 11,000 SF office/warehouse project for tech-industry support services; 8,500 SF of office space and 2,500 SF of warehouse, 30 stall parking lot, landscaping and site improvements, \$2.1M total development costs; \$92K reimbursement for infrastructure and streetscape improvements. | 16 | 16 | 16 | 16 | 16 | \$78 |
| 2 | 9605 S. Eisenman Rd. Boise Gateway 1 - Type 2 Agreement with Boise Gateway 1, LC Boise Gateway 1; 68,000 SF industrial fulfillment building with administrative office space, \$13M total development costs; \$426K reimbursement for infrastructure and streetscape improvements. | 106 | 106 | 106 | 108 | | \$426 |
| 3 | 2155 E. Freight St. - Boise Gateway 2 - Type 2 Agreement with Boise Gateway 2, LC Boise Gateway 2; 287,000 SF industrial retail sorting center with administrative offices, \$53.9M total development costs; \$895K reimbursement for infrastructure improvements. | | | 386 | 386 | 123 | \$895 |
| 4 | 9100 S. Eisenman Rd. - R&L Carriers - Type 2 Agreement with R.L.R. Investments, LLC R&L Carriers; 60,000 SF freight terminal site with a 9,000 SF maintenance shop with on-site fueling stations; \$9.8M total development costs; \$385,000 reimbursement for infrastructure and streetscape improvements. | | 64 | 64 | 64 | 64 | \$256 |
| 5 | 10026 S. Eisenman Rd. - Mr. Gas Truck Stop - Type 2 Agreement with Lynch Land Development, LLC Mr. Gas; 19.3-acre truck stop and retail center offering goods and services for professional drivers; \$12.9M total development costs; \$480,000 reimbursement for utility improvements. | | 80 | 80 | 80 | 80 | \$320 |
| 6 | 1001 E. Gowen Rd. - The AZEK Company Manufacturing & Distribution Facility - Type 2 Agreement with CPG International, LLC The Azek Company; 355,426 SF manufacturing facility that produces decking lumber from recycled materials, adaptive reuse of the old ShopKo distribution facility; \$123M total development costs; \$1M reimbursement for public improvements including a power substation and streetlights. | | 400 | 400 | 200 | | \$1,000 |
| 7 | Streetscape Grant - One Time Assistance - Type 1 Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200K; projects are awarded on a first-come, first-served basis. | | 200 | 200 | TBD | TBD | \$400 |
| Capital Improvement Projects | | | | | | | |
| 8 | Gowen Rd. Railroad Bridge and Fiberoptic Improvements In coordination with ACHD, establish longer bridge span to accommodate future rail with trail pathway to the east of existing UPRR railroad right-of-way. Establish wider sidewalks on the bridge approaches for pedestrian comfort. Implement spare fiberoptic conduit bank between Eisenman Road and Exchange Road for City of Boise. Cost share with ACHD. | 115 | | | | | \$115 |
| 9 | Accelerated Road and Utility Infrastructure Project (Includes Bond Issuance) Produce a package of roadway and utility shovel-ready infrastructure projects in preparation of a bond issuance to fund construction. Include roadway and utility projects that unlock land currently not feasibly accessible for development. | 75 | 175 | | | 12,000 | \$12,250 |
| 10 | Production Ave. and Gowen Rd. Fiberoptic Improvements In partnership with City of Boise, install spare fiberoptic utility conduit duct bank on Production Ave and on Gowen Rd. | 775 | | | | | \$775 |
| 11 | Production St. Right-of-way Extension, Road and Utility Improvements - Phase 1 Reconfigure and upgrade the existing private lane to ACHD Collector Roadway standards and City of Boise Streetscape Standards and extend street improvements to a point located approximately 1,200 feet south of the current roadway terminus. | 250 | 1,350 | 1,350 | | | \$2,950 |
| 12 | Eisenman Rd. Pedestrian Facilities, Blue Sage Ln. to Blue Valley Ln. Install pedestrian facilities including overhead lighting to improve pedestrian safety on the west side of Eisenman Rd. between Blue Sage Ln. and Blue Valley Ln. | 200 | | | | | \$200 |
| Total Gateway Estimated Expenses | | \$1,537 | \$2,391 | \$2,602 | \$854 | \$12,282 | \$19,665 |

*Dollars are in Thousands

CONTACT US

CAPITAL CITY DEVELOPMENT CORPORATION

121 N. 9th St. Suite 501 | Boise, Idaho 83702

PHONE (208) 384-4264

FAX (208) 384-4267

EMAIL info@ccdcboise.com

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PARTNER WITH US

To create a stronger and more accessible Boise
through increased housing options for all.



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AGENDA BILL

| | | |
|--|--|--------------------------------------|
| Agenda Subject: 1. Series 2011 B Note Early Redemption 2. Series 2017 A & 2017 B Bonds Early Redemption | | Date: October 11, 2021 |
| Staff Contact: Joey Chen, Director of Finance and Administration | Attachments: 1. Bank of America Payoff Statement 2. Zions Bank Payoff Statement | |
| Actions Requested: (1) Authorize Director of Finance and Administration in consultation with the Agency's financial advisor, bond counsel and Agency counsel to take the necessary steps to redeem the Series 2011 B Note effective December 1, 2021. (2) Authorize Director of Finance and Administration in consultation with the Agency's financial advisor, bond counsel and Agency counsel to take the necessary steps to redeem the Series 2017 A/Series 2017 B Bonds effective December 1, 2021. | | |

Background

The Agency currently is obligated on three outstanding River-Myrtle/Old Boise (RMOB) long-term debts – 2011 B Note, 2017 A Bond and 2017 B Bond. In the Agency's FY 2022 / current year budget, a total of \$12 million is budgeted to redeem all three long-term debts. The \$12 million includes: 1) \$4 million originally scheduled debt payment for FY 2022; and 2) \$8 million available to early redeem the three long-term debts. The Agency will save an estimated \$557,574 from early redemption compared to the current debt service schedule for these existing long-term obligations.

RMOB's tax increment revenues and the Agency's net parking revenues are pledged to repay all three long-term debts.

The benefits of early redemption include: 1) to utilize cost savings on interest expense; and 2) to provide greater flexibility for parking revenue by releasing those parking revenues from pledged revenues.

Details of each of the existing long-term obligations are as follow:

2011 B Revenue Refunding Note

The Revenue Refunding Note, Series 2011 B (Civic Plaza Housing Project) was issued through the Boise City Housing Authority. The Note in the principal amount of \$12,865,000 was issued in relation to Civic Plaza Housing Project, by Bank of America, on September 29, 2011. The Note is tax exempt but subject to the alternative minimum tax, has a fixed rate of 4.75% and is scheduled to mature on September 1, 2024. The Loan Agreement states prepayment of the Note is allowed on or after March 1, 2021, with three days prior notice to Bank of America along

with other parties who are entitled to notice under the applicable documents. The 2011 B Revenue Refunding Note funded a parking garage within the River-Myrtle/Old Boise Urban Renewal District.

The existing 2011 B Debt Service Reserve Fund (\$1,286,500) will be combined with Agency cash of \$2,646,053 to redeem the \$3,780,000 principal, pay the \$107,665 estimated redemption premium (prepayment fee) and \$44,888 in estimated accrued interest. These amounts are included in the Fiscal Year 2022 Original Budget. The prepayment fee of \$107,665 will change based on the interest rate on or close to December 1, 2021. However, change is not expected to be significant.

2017 A Redevelopment Bond

The Redevelopment Bond, Series 2017 A is tax exempt with a fixed rate of 2.32% and is scheduled to mature on September 1, 2024. This Bond in the principal amount of \$13,000,000 was issued by Zions Bank on June 8, 2017. The 2017 A Bond was issued for: 1) 11th & Front Public Parking Garage Condo (250 spaces); 2) Broad Street/Central Addition improvements; and 3) Various Projects in RMOB. The Bond Agreement states prepayment of the Bond requires 30-60 days prior to the redemption date notice to Zions Bank. The 2017 A Redevelopment Bond funded acquisition of the 11th & Front Garage Condo and other streetscape projects in River-Myrtle/Old Boise Urban Renewal District.

Agency cash of \$5,687,799 will be used to redeem the \$5,655,000 principal and pay \$32,799 in estimated accrued interest. There is no redemption premium for the 2017 A Bond. These amounts are included in the Fiscal Year 2022 Original Budget.

2017 B Refunding Redevelopment Bond

The Refunding Redevelopment Bond, Series 2017 B is tax exempt with a fixed rate of 2.82% and is scheduled to mature on September 1, 2024. This Bond in the principal amount of \$5,145,000 was issued to refinance the Series 2010 B Bonds, by Zions Bank, on June 8, 2017. The Bond Agreement states prepayment of the Bond requires 30-60 days prior to the redemption date notice to Zions Bank. The 2017 B Refunding Redevelopment Bond refinanced previous obligations which constructed various urban renewal projects in River-Myrtle/Old Boise Urban Renewal District.

Agency cash of \$2,296,074 will be used to redeem the \$2,280,000 principal and pay \$16,074 in estimated accrued interest. There is no redemption premium for the 2017 B Bond. These amounts are included in the Fiscal Year 2022 Original Budget.

Timeline

| | |
|---------------|---|
| October 11 | Board Authorization to proceed with early redemption |
| Before Nov 1 | CCDC send formal notice of early redemption to involved parties |
| Before Nov 15 | Bank of America and Zions Bank provide final payoff invoices |
| December 1 | CCDC wires final payments to Bank of America and Zions Bank |

Fiscal Notes

The Agency currently has \$12,474,000 in outstanding RMOB debt (principal plus interest) spread across three bond issues held by Bank of America and Zions Bank. The early redemption amount on December 1, 2021 is estimated to be \$11,916,426, with an estimated savings of \$557,574. Details of savings for each bond is as follow:

| Early Payoff on December 1, 2021 | | | | |
|---|----------------|----------------|----------------|------------------------|
| | 2011 B | 2017 A | 2017 B | TOTAL |
| Outstanding Balance | \$ 4,144,800 | \$ 5,919,480 | \$ 2,409,720 | \$ 12,474,000 |
| Payoff Amount | \$ (3,932,553) | \$ (5,687,799) | \$ (2,296,074) | \$ (11,916,426) |
| Savings to CCDC | \$ 212,247 | \$ 231,681 | \$ 113,646 | \$ 557,574 |

Outstanding balance and payoff amount in details are as follow:

| Outstanding Balance in Details | | | | |
|---------------------------------------|---------------|---------------|---------------|----------------------|
| | 2011 B | 2017 A | 2017 B | TOTAL |
| Outstanding Principal | \$ 3,780,000 | \$ 5,655,000 | \$ 2,280,000 | \$ 11,715,000 |
| Outstanding Interest | \$ 364,800 | \$ 264,480 | \$ 129,720 | \$ 759,000 |
| Outstanding Balance | \$ 4,144,800 | \$ 5,919,480 | \$ 2,409,720 | \$ 12,474,000 |

| Payoff Amount in Details | | | | |
|---------------------------------|---------------|---------------|---------------|----------------------|
| | 2011 B | 2017 A | 2017 B | TOTAL |
| Principal | \$ 3,780,000 | \$ 5,655,000 | \$ 2,280,000 | \$ 11,715,000 |
| Accrued Interest (to 12/1/2021) | \$ 44,888 | \$ 32,799 | \$ 16,074 | \$ 93,761 |
| Prepayment Fees | \$ 107,665 | \$ - | \$ - | \$ 107,665 |
| Total Payoff Amount | \$ 3,932,553 | \$ 5,687,799 | \$ 2,296,074 | \$ 11,916,426 |
| Less Reserve Fund | \$ 1,286,500 | \$ - | \$ - | \$ 1,286,500 |
| Total Cash flow | \$ 2,646,053 | \$ 5,687,799 | \$ 2,296,074 | \$ 10,629,926 |

Staff Recommendation:

Authorize the Director of Finance and Administration in consultation with the Agency's financial advisor, bond counsel and Agency counsel to take necessary steps to redeem the Series 2011 B Note, Series 2017 A/Series 2017 B Bonds effective December 1, 2021.

Suggested Motions:

- (1) Based on the analysis prepared by Agency staff and the benefits of redemption, recognizing the prepayment fee imposed for early redemption, I move to authorize Director of Finance and Administration in consultation with the Agency's financial advisor, bond counsel and Agency counsel to take the necessary steps to redeem the Series 2011 B Note effective December 1, 2021.
- (2) Based on the analysis prepared by Agency staff and the benefits of redemption, I move to authorize Director of Finance and Administration in consultation with the Agency's financial advisor, bond counsel and Agency counsel to take the necessary steps to redeem the Series 2017 A/Series 2017 B Bonds effective December 1, 2021.

**PAYOFF STATEMENT**

TO: Capital City Development Corp
121 N 9th St Ste 501
Boise ID 837025804

RE: Loan Agreement, dated as of Sep 26, 2011, by and among Capital City Development Corp (the "Borrower"), and Bank of America, N.A. (the "Bank") (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Loan Agreement"; and together with all documents related thereto, the "Loan Documents")

BOFA LOAN NO: URBAN RENE00001

DATE: Sep 21, 2021

PAYOFF STATEMENT

Provided below is the payoff statement, as of Dec 1, 2021 (the "Payoff Date"), for the outstanding loans and other obligations owing by the Borrower pursuant to the terms of the Loan Agreement.

The outstanding amount owing under the Loan Agreement, if paid, in immediately available funds (which, if payment is by check, shall be when the check has been honored by the financial institution on which it is drawn), on the Payoff Date by 2:00p.m. (Eastern Time) (the "Payoff Time") is as follows (the "Payoff Amount"):

| | |
|------------------------|----------------|
| Principal: | \$3,780,000.00 |
| Interest: | \$44,887.50 |
| Unused Commitment Fee: | \$0.00 |
| Prepayment Fees: | \$107,665.47 |

| | |
|----------------|----------------|
| Payoff Amount: | \$3,932,552.97 |
|----------------|----------------|

The "Paid Date" shall mean the date that the Payoff Amount is received by the Bank in accordance with the terms of this payoff statement.

This payoff statement is valid through the earlier to occur of (a) the Payoff Time, (b) any additional advance or payment is made or other charge is incurred under the Loan Documents and (c) if the interest rate is variable, any change in the interest rate

The Payoff Amount also assumes that any letters of credit issued under the Loan Agreement shall be cancelled and returned to the Bank prior to the Paid Date.

The Payoff Amount should be forwarded pursuant to the below:

Wiring Instructions:

Bank of America, N.A
ABA# 026009593
ACCOUNT# 1365840632100
Reference: Capital City Development Corp -
URBAN RENE00001
ATTN: BL OPERATIONS
Bank to Bank Instructions: LOAN WIRE ACCOUNT

*Mailing Address:

Bank of America N.A.
Attn: Transaction Processing/Payoffs
Mail Stop: FL9-300-05-02
9000 Southside Blvd Bldg 300
Jacksonville FL 32256

*If the Payoff Amount is sent by check, please reference the Borrower Name and the Loan Number with such payment.

Subject to the receipt by the Bank of the Payoff Amount, which receipt, unless otherwise agreed to in writing by Borrower and Bank, shall constitute a termination of all commitments and other obligations of the Bank under the Loan Documents to extend credit to Borrower, the Bank agrees that:

- (a) all obligations of the Borrower under the Loan Agreement (other than (i) contingent obligations, including without limitation, indemnities, under the Loan Agreement or other Loan Documents which, by their express terms, survive termination of the Loan Agreement or such Loan Document; (ii) to the extent not paid, any obligation of Borrower to reimburse the Bank for fees and expenses of counsel to the Bank in connection with this payoff and the Loan Agreement and the other Loan Documents) shall be paid in full and terminated;
- (b) all guarantees (if any) guaranteeing only Borrower's obligations to the Bank under the Loan Agreement and other Loan Documents shall be terminated (other than contingent obligations, including, without limitation, indemnities which by their express terms, survive termination of such guaranty); and
- (c) Any security interest or lien granted to the Bank (if any) securing amounts owing solely under the Loan Agreement or other Loan Documents shall automatically terminate.

At the expense of the Borrower (it being understood and agreed that such expense may be in addition to the amounts included in the Payoff Amount), the Bank will, upon receipt of the Payoff Amount in immediately available funds and receipt of any further written confirmation requested by the Bank that all obligations and commitments of the Bank to extend credit under the Loan Documents have been terminated, (a) execute and deliver to the Borrower (or any designee of the Borrower) any such lien releases, mortgage releases, discharges of security interests, pledges and guarantees and other similar discharge or release documents, as are reasonably requested and necessary to release, as of record, the security interests and liens (if any) previously filed by the Bank under the Loan Documents and (b) deliver to the Borrower (or any designee of the Borrower) all instruments (if any) evidencing pledged debt and all equity certificates and any other similar collateral previously delivered to the Bank securing solely the Loan Documents; provided that any lien, security interest, mortgage or other security interest or guarantee securing the Loan Documents shall not be released or terminated to the extent such lien, security interest, mortgage or other security interest or guarantee also secures or guarantees other obligations owing to the Bank

Notwithstanding the terms of this payoff statement to the contrary, if the Bank determines that an amount that was due and payable under the Loan Documents was mistakenly excluded from the Payoff Amount, the Borrower shall remain obligated to pay such excluded amount after the Bank provides evidence to the Borrower that such excluded amount was due and payable.

If you have any further questions pertaining to this matter, please call at (888)-852-5000 .

BANK OF AMERICA, N.A.

Commercial Credit Fulfillment & Operations Loan Servicing Cc: Olivia Neal

ZIONS BANCORPORATION

September 15, 2021

Urban Renewal Agency of Boise City
121 N 9th Street, Suite 501
Boise, ID 83702

RE: PAYOFF QUOTE FOR URA OF BOISE CITY, SERIES 2017A AND 2017B
AS OF DECEMBER 1, 2021

The breakdown of principal and interest for your payoff, good until December 1, 2021, is as follows:

SERIES 2017A

| | |
|---------------------|------------------------------|
| Total Principal | \$5,655,000.00 |
| Total Interest | <u>\$32,799.00</u> |
| TOTAL PAYOFF | <u>\$5,687,799.00</u> |

SERIES 2017B

| | |
|---------------------|------------------------------|
| Total Principal | \$2,280,000.00 |
| Total Interest | <u>\$16,074.00</u> |
| TOTAL PAYOFF | <u>\$2,296,074.00</u> |

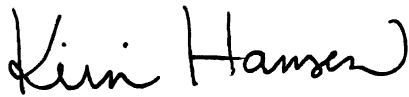
| | |
|------------------------------|----------------------------|
| TOTAL PAYOFF FOR BOTH | <u>7,983,873.00</u> |
|------------------------------|----------------------------|

Wire Instructions:

Zions Bancorporation, N.A.
dba Zions Bank
Salt Lake City, Utah
ABA Routing #: 124000054
Account #: 696600-0539
Ref: URA of Boise City
Loan #: 117457009001/9002

If you have any questions, please do not hesitate to call me at (801) 844-7719.

Sincerely,



Kirsi Hansen
Assistant Vice President



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AGENDA BILL

| | | |
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| Agenda Subject: Approval of Ranking for RFQ: Construction Manager / General Contractor (CM/GC) for Linen Blocks on Grove Streetscape Improvements Project | | Date: October 11, 2021 |
| Staff Contact: Kathy Wanner Contracts Specialist Amy Fimbel Project Manager | Attachments: A. Resolution 1726 B. Request for Qualifications – issued August 10, 2021 C. Final Evaluation Tally | |
| Action Requested: Adopt Resolution 1726 approving the ranking for the RFQ: Construction Manager - General Contractor (CM/GC) for the Linen Blocks on Grove Streetscape Improvements Project and authorize the Executive Director to negotiate and execute a CM/GC Agreement. | | |

BACKGROUND

The Linen Blocks on Grove Streetscape Improvement Project envisions public infrastructure improvements on Grove Street between 9th and 16th Streets. The Agency engaged the community from September 2020 to June 2021 to develop a vision for the area. In August 2021, consulting firm Agnew::Beck prepared the final reinvestment strategy vision report that intends to usher positive changes and direct investment into the project area to meet the interests of public and private stakeholders. This project aims to update right-of-way infrastructure, create a safe multi-modal street with enhanced bike facilities, and activate Grove Street through creating public gathering spaces and a distinct identity while employing environmentally sustainable design elements.

THE CM/GC DELIVERY METHOD

As the design for the project is developed, it is critical to have a Construction Manager / General Contractor (“CM/GC”) on the team to provide pre-construction services for this multifaceted project. Pre-construction services will include pre-planning of complex street closures, detours for vehicles, pedestrians and bicycles, and schedule planning to maximize efficiency and minimize impacts to businesses, their customers, their employees and residents in the area. The CM/GC will also be essential in coordinating with adjacent active construction projects such as the Agency’s 11th Street project, as well as the multiple private development projects along Grove Street.

Around the 90% design stage, the Board will oversee amendment of the contract to provide for the Guaranteed Maximum Price (GMP) for construction. The GMP is a key benefit of all CM/GC contracts: the contractor guarantees the construction price – making the contractor “at risk” if the

price goes higher. At that point, the CM (Construction Manager) becomes the GC (General Contractor) to construct the project.

CM/GC PROCUREMENT PROCESS

The Agency issued a Request for Qualifications (RFQ) on August 10, 2021 inviting licensed CM/GC companies to submit Statements of Qualifications (SOQ). Public notice was published in the *Idaho Statesman* newspaper on August 10 and August 17. The Agency also sent notice to thirteen general contractors holding the requisite Construction Manager and Public Works licenses. Four companies submitted qualifications by the September 13, 2021 submission deadline: Guho Corp., IMCO General Construction, McAlvain Construction, and Wright Brothers, The Building Company.

A five-person evaluation panel, including two Agency project managers, two project consultants, and a representative from the Ada County Highway District, reviewed and independently scored the four SOQs based on the criteria in the RFQ. The panel met, reviewed the scoring, and decided interviews were not necessary. The panel members' scoring was unanimous that **Guho Corp.** was the best qualified and highest ranked proposer for this project. See Attachment C for the panel's scoring of the companies.

Guho Corp. has extensive experience in public works construction in urban areas and has become the area's expert in streetscape construction. The proposed project team includes project manager Anthony Guho and senior superintendent Rob Cloninger, both of whom have extensive CM/GC experience, have an unparalleled understanding of the scope of work, and have previously delivered high quality results for the Agency and other public agencies. They have successfully managed projects with multiple funding sources and multiple GMPs. Guho excels at continuous coordination and collaboration with all stakeholders and jurisdictions involved in the project; this was exemplified in their well-thought-out schedule and logistics plan.

In accordance with Idaho Code § 67-2320(2), securing the services of the CM/GC firm will involve negotiating with the highest ranked firm for a contract to perform the services at a reasonable and fair price. If the Agency is unable to negotiate a satisfactory contract, the Agency may undertake negotiations with the next highest ranked firm for a contract at a reasonable and fair price. State statute establishes this process so that the public receives a fair price for professional services.

FISCAL NOTES

The CM/GC agreement shall define the terms of the contractual relationship between the Agency and the chosen firm, including the hourly rates charged for the CM/GC services. The adopted FY2022 budget and forecasted FY2023 budget includes sufficient funding for this project.

STAFF RECOMMENDATION

Staff recommends that the Board adopt Resolution 1726 approving the ranking for the RFQ: CM/GC for the Linen Blocks on Grove Streetscape Improvements Project and authorize the Executive Director to negotiate and execute a CM/GC Agreement in accordance with that ranking.

Suggested Motion:

I move to adopt Resolution 1726 approving the ranking for the RFQ: CM/GC for the Linen Blocks on Grove Streetscape Improvements Project, and authorize the Executive Director to negotiate and execute a CM/GC Agreement in accordance with that ranking.

RESOLUTION NO. 1726

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 RANKING FOR THE AGENCY'S REQUEST FOR QUALIFICATIONS FOR A CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) FOR THE LINEN BLOCKS ON GROVE STREET STREETScape IMPROVEMENTS PROJECT IN ACCORDANCE WITH IDAHO CODE SECTION 67-2320; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO NEGOTIATE THE CM/GC AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said public

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

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project ("First Amendment to the Westside Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area and making certain findings; and,

WHEREAS, in cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to Grove Street between 9th Street and 16th Street in downtown Boise, including installation of separated bicycle facilities, new streetscapes, furnishings, street lights, fiber optic resources, green stormwater infrastructure, and roadway reconstruction, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the large geographic area of improvements, the number of active businesses fronting Grove Street, and the need to coordinate with other active construction projects and adjacent development projects, the Agency determined that the best approach for construction of the improvements is to hire a Construction Manager/General Contractor ("CM/GC"); and,

WHEREAS, Idaho Code § 54-4511 allows for public agency utilization of CM/GC services upon selection of the CM/GC in accordance with Idaho Code § 67-2320; and,

WHEREAS, the Agency issued a Request for Qualifications ("RFQ") inviting properly licensed CM/GC firms interested in managing the construction of the Linen Blocks on Grove Street Streetscape Improvements Project to submit Statements of Qualifications ("SOQ") in accordance with the criteria and procedures set forth in the RFQ; and,

WHEREAS, the Agency published the requisite public notice of the RFQ in the *Idaho Statesman* newspaper on August 10 and August 17, 2021; and,

WHEREAS, the SOQ submissions were due to the Agency on September 13, 2021, by 3:00 p.m., and the Agency did receive four (4) SOQs from the following firms: Guho Corp., IMCO General Construction, McAlvain Construction, Inc., and Wright Brothers, The Building Company LLC; and,

WHEREAS, the Agency examined the four (4) SOQs and, based on the information provided, found that each of the 4 firms gave sufficient information regarding the pre-qualification criteria stated in the RFQ and that each of the firms held the requisite Construction Manager License and correct Public Works License, and,

WHEREAS, the Agency convened a five-person evaluation panel of Agency staff and project consultants to evaluate the SOQs for compliance with the technical requirements as prescribed in the RFQ and to score and rank the firms on the basis of qualifications and demonstrated competence; and

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

1. Guho Corp.
2. McAlvain Construction, Inc.
3. IMCO General Construction
4. Wright Brothers, The Building Company, LLC

WHEREAS, the panel's collective scoring showed that Guho Corp. was the best qualified and highest ranked proposer because: Guho Corp. has extensive experience in public works construction in urban areas and has become the area's expert in streetscape construction. The proposed project team includes project manager Anthony Guho and senior superintendent Rob Cloninger, both of whom have extensive CM/GC experience, an unparalleled understanding of the scope of work, and previously delivered high quality results for the Agency and other public agencies. They have successfully managed projects with multiple funding sources and multiple GMPs. Guho excels at continuous coordination and collaboration with all stakeholders and jurisdictions involved in the project; this was exemplified in their well-thought-out schedule and logistics plan.

WHEREAS, for these reasons, Agency is recommending that the Agency Board approve the ranking in accordance with Idaho Code § 67-2320(2); and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the ranking for its RFQ – CM/GC Linen Blocks on Grove Street Streetscape Improvements and to authorize the Agency Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth in Idaho Code § 67-2320.

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

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

Section 2: That the Agency Board affirms the following ranking for the RFQ – CM/GC Linen Blocks on Grove Street Streetscape Improvements Project:

1. Guho Corp.
2. McAlvain Construction, Inc.
3. IMCO General Contractors
4. Wright Brothers, The Building Company LLC

Section 3: That the Agency Board authorizes the Agency Executive Director to negotiate a Construction Manager / General Contractor Agreement with the top-ranked proposer, Guho Corp., for the Linen Blocks on Grove Street Streetscape Improvements Project, and in the event an agreement cannot be reached, that the Executive Director is authorized to

negotiate the agreement with the next ranked proposer, in accordance with Idaho Code § 67-2320.

Section 4: That the Board authorizes the Agency Executive Director, upon successful negotiations, to finalize, sign, and enter into the Construction Manager / General Contractor Agreement consistent with the Board's stated instructions at the October 11, 2021, Agency Board Meeting and further authorizes the Agency Executive Director to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all necessary conditions have occurred; and further, the Agency Executive Director is authorized to perform any and all other duties required pursuant to the Construction Manager / General Contractor Agreement, including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on October 11, 2021. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 11, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



REQUEST FOR QUALIFICATIONS

LINEN BLOCKS ON GROVE STREET STREETSCAPE IMPROVEMENT PROJECT

CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC) SERVICES

PROPOSALS DUE: SEPTEMBER 9, 2021 by 3 P.M. local time

bids@ccdcboise.com

August 10, 2021

Dear Proposer:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) will accept submissions about qualifications to perform Construction Manager / General Contractor (CM/GC) services for its Linen Blocks on Grove Street Streetscape Improvements Project. Proposers must be licensed in Idaho with both construction manager and public works contractor licenses.

CCDC seeks to hire a CM/GC to deliver a complex, multi-layer public works improvements project spanning the Westside and River-Myrtle / Old Boise Urban Renewal Districts. This project will incorporate construction of streetscape improvements and pavement reconstruction/rehabilitation in public rights-of-way including unique features such as integrated bike facilities, street furnishings, historic street lights, suspended pavement systems, green storm water infrastructure, conduit banks, and utility infrastructure upgrades. The construction may be phased to coincide with adjacent private development.

Proposals must be delivered **electronically** prior to **3 p.m. local time on September 9, 2021** at this email address: bids@ccdcboise.com. Proposals will be evaluated on the basis of qualifications as specified in this Request for Qualifications (RFQ). A multi-agency selection committee will evaluate each of the proposals and may choose to conduct interviews with one or more of the Proposers.

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

A Pre-Proposal Meeting will be held on ZOOM on August 19, 2021, at 2 p.m. Attendance is strongly recommended but not required. Information about the Pre-Proposal Meeting is provided in Section 4.1 of this document.

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



Kathy Wanner
Contracts Specialist



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

INSTRUCTIONS TO PROPOSERS

1.1 Proposal Information

The CCDC offices are closed as we do our part to help slow the spread of the COVID-19 virus. Please follow these instructions for submitting a proposal.

PROPOSAL DEADLINE is 3:00 p.m. local time, September 9, 2021

The proposal must be submitted electronically by email to: bids@ccdcboise.com

Please include this subject line on the email:

“RFQ SUBMITTAL: CM/GC SERVICES – LINEN BLOCKS”

All required submittal documents must be signed and dated and must be submitted by email either in one PDF or a separate PDF of each required document. Late or incomplete submittals will not be accepted; CCDC takes no responsibility for submittals received after the Proposal Deadline or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process.

PROJECT INFORMATION

2.1 Background

The project area is composed of the Grove Street public right-of-way between 9th Street and 17th Street, with a focus given to between 10th and 16th Streets. CCDC conducted an inclusive, community-driven visioning process for the Linen Blocks on Grove Street from September 2020 to June 2021. The process included a series of stakeholder meetings and public surveys. The consulting firm Agnew::Beck prepared a final vision report in August 2021. The final vision report is the product of the process to build a vision that is supported by both public and private stakeholders including developers, property owners and public agencies.

CCDC envisions creating a unique urban space that will focus on multi-modal transportation through the use of universal/accessible design best practices and with the goal of drawing more people and economic activity to the area and being a catalyst for private investment. Anticipated improvements include installation of an integrated bike facility, new sidewalk, curb and gutter, green storm water facilities, new street trees and suspended pavement systems, historic streetlights, pedestrian ramp upgrades, installation of fiber optic conduit bank, and furnishings such as bike racks, litter receptacles, concrete planters, and seating. The project also includes pavement maintenance work on Grove Street that was originally part of ACHD's Downtown Boise Implementation Plan, but was removed because of CCDC's planned project on Grove. Together these investments are the Linen Blocks on Grove Street Streetscape Improvements Project.

In July 2021, CCDC selected GGLO as its Design Professional of Record for the project. GGLO, in coordination with HDR Engineering, will be meeting with public agencies and stakeholders to coordinate design and to gain approvals as well as working closely with the CM/GC during pre-construction and construction phases.

2.2 Project Budget

CCDC has budgeted approximately \$6,685,000 for all costs (including design) related to the construction of the improvements listed in this document. Budget control is critical to the success of this project. The CM/GC shall provide current market pricing as a basis of its cost estimates during design. Furthermore, the CM/GC will be expected to make necessary recommendations so that the final construction cost for the work does not exceed the budget.

2.3 Contemplated Improvements

The following list summarizes the improvements to be delivered by the CM/GC through multiple bid packages. Please see Exhibit C for a depiction of these improvements.

- **Streetscape Improvements: Grove Street from 10th Street to 16th Street**
 - Select reconstruction of streetscapes compliant with the City of Boise's Streetscape Standards, including suspended pavement systems.
 - Installation of an integrated bike facility.
 - Replacement of irrigation system and street trees.
 - Installation of historic light pole assemblies.
 - Coordination of public art.
 - Coordination with CCDC's 11th Street Bikeway and Streetscape Improvements project planned for 2022 as well as numerous private redevelopment projects being proposed along Grove Street.
- **Grove Street Pavement Reconstruction/Rehabilitation: 9th Street to 16th Street**
 - Asphalt repaving.
 - Green storm water facilities may be constructed to address existing storm water drainage issues.
 - Upgrade deficient utilities within the project area.
- **Conduit Bank Construction: Grove Street from State Street to River Street; exact limits to be coordinated with City of Boise**
 - Install underground conduit runs and vaults for future fiber optic and telecommunication expansion.
 - Connect new facilities to existing conduit bank/vault system on Grove Street in coordination with City of Boise.
 - Installation may require a combination of trenching and boring.

2.3 Project Schedule

GGLO anticipates submitting for City of Boise Design Review (DR) approval in October 2021. The successful CM/GC will be given the concept design plans prior to DR submittal in order to develop an initial estimate. Preconstruction is expected to start in October 2021 and continue

until the last Guaranteed Maximum Price (GMP) is approved. Construction is expected to start June 2022 and be completed by December 31, 2022. Construction may be phased to build streetscapes adjacent to the various private redevelopment projects being proposed along Grove Street.

2.4 CM/GC Scope of Services

All CM/GC contracted services must be performed by staff properly licensed in the State of Idaho. The following services are anticipated in the CM/GC Services agreement with CCDC. The descriptions are illustrative in nature and not exhaustive. The actual scope of services will be negotiated after this RFQ selection process has concluded.

Preconstruction Phase for Design, Bidding, and Long Lead Time Procurement Services:

- Work with CCDC staff and the design team to review the project and visit the work areas to become familiar with the project;
- Work cooperatively with other agencies including the City of Boise and Ada County Highway District, as well as owners of adjacent properties;
- Review draft design drawings and specifications to identify clarity and constructability issues;
- Provide cost estimates as needed;
- Work with CCDC staff and the design team to value engineer the design and reconcile budget overruns as needed;
- Research and coordinate with specialty contractors and vendors on specialized items such as suspended pavement systems;
- Work with staff to refine a project schedule and define the logistics plans;
- Procure long-lead time material items such as specialty site furnishings, historic streetlights, suspended pavement systems, and other specialty items as required.
- Develop pedestrian and bicycle temporary traffic control plans;
- Develop and obtain trade contract scopes and other contract documents;
- Obtain competitive bids for all the work, materials, and equipment; conduct pre-bid meetings and site tours;
- Work with CCDC staff and the design team to address questions during bidding, issue addendums, and publically open bids;
- Work with CCDC staff to derive and negotiate project Guaranteed Maximum Price.

Prior to release of the first package for the subcontractor bidding, the CM/GC shall submit a bid package estimate that itemizes all bid packages to be bid and awarded and which includes the CM/GC's estimate of the cost of each bid package. As permitted by CCDC, the bid package estimate will include line items for any work the CM/GC proposes to self-perform. The CM/GC's overhead, profit, and contingencies shall be identified in separate line items. The total of the bid package estimate shall equal the construction cost on the CM/GC's most recent estimate.

Construction Phase Services:

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
 - Manage the construction process including coordination, planning, trade contractor management, submittals management, and requests for information;

- Coordinate with the CCDC's project manager and design team;
- Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, et cetera.
- Manage accounting of multiple project scopes and funding sources as requested by CCDC
- Review and negotiate change orders, coordinate safety programs, resolve issues and claims;
- Conduct and coordinate inspections, review and pay trade invoices, update construction schedules;
- Conduct coordination meetings; and
- Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections.
- Obtain permission from and coordinate access with public and private property owners affected by the construction activity.

2.5 Special Instructions

Throughout the project, the CM/GC shall provide CCDC with professional construction management and contractor services and represent CCDC's interests in completing the project on time, within set budgets, and as planned with minimum difficulties. It is anticipated that a contract based on ConsensusDocs will form the basis of agreement for CM/GC services to be entered into for the project; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by the parties.

GENERAL CONDITIONS

3.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to select a company capable of providing the CM/GC services outlined within this proposal. The CM/GC ranked highest will be approached to negotiate the contract necessary for this project. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract. CM/GC is not guaranteed work nor compensation until under contract with CCDC.

3.2 Reserved Rights

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

3.3 Public Records

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

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

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

3.4 Insurance

Prior to executing any contract for CM/GC services with CCDC or commencing any work under the contract, the CM/GC will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the CM/GC will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000.00). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000.00) on an occurrence basis (not a claims-made basis).
- c. Automobile Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence for owned, non-owned, and hired vehicles.
- d. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence, for all of the company's employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.

3.5 Bonding

As the General Contractor, the CM/GC must have the capability to bond for 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that the entire project bids, the overall GMPs for the work are established, and the bond is delivered to CCDC. Proposer shall indicate within their cover letter that they certify that they have the bonding capacity to meet the requirements of this RFQ.

The performance and payment bonds shall be AIA Document A312 (2010 or the most recent edition) or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to CCDC and authorized to do business in the State of Idaho.

3.6 Taxes

CCDC is exempt from federal and state taxes. Items purchased by CCDC and put into use by a contractor are subject to Idaho Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

3.7 Legal Residency Requirement

By submitting a proposal, the Proposer attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the company will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

3.8 Dual-Capacity License Requirements

Proposals will be accepted from Idaho licensed construction managers and the company of which they are a principal or full-time employee who, prior to the proposal deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902. Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved, and the general contractor must perform at least 20% of the work under contract.

SUBMISSION, EVALUATION, AND SELECTION

4.1 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on ZOOM on August 19, 2021, at 2 p.m. The design team will be in attendance to explain the project and answer questions. Attendance by Proposers is strongly recommended, but not required.

Join Zoom Meeting

<https://us06web.zoom.us/j/88335217764?pwd=Y3lMcKhzQXFzZjI3VjQ5S0l2TjZQZz09>

Meeting ID: 883 3521 7764

Passcode: 413962

One tap mobile

+12532158782,,88335217764#,,,,*413962# US (Tacoma)

+13462487799,,88335217764#,,,,*413962# US (Houston)

4.2 Required Submission Materials and Format

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ and the scope of services outlined in Section 2.4. Proposers must submit a PDF of the following completed forms via email by the due date and time:

- RFQ Submittal Cover Sheet (attached to this RFQ as Exhibit A)
- RFQ Waiver and Release (attached to this RFQ as Exhibit B)
- Signed Cover Letter
- ONE (1) signed proposal

Failure to submit all requested information may render any proposal unresponsive and void.

4.3 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Proposer will be available to all other Proposers if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Proposers. It is the Proposer's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

4.4 Scoring

Proposals must include the following information in the sequence set forth below. This format is meant to allow uniform review and easy access to information by the evaluation committee. For each of the specific articles listed below, Proposers should include a complete description of qualifications to serve as a CM/GC. Proposers are invited to include information about

innovative methods and/or procedures that they can provide to assist in ensuring successful completion of this project; unique qualities and/or capabilities and cost efficiencies should be identified. Proposers acknowledge they will be ranked according to each article below, with points applied per article (200 points total):

RFQ Submittal Cover Sheet (Exhibit A) 5 Points

RFQ Waiver and Release (Exhibit B) 5 Points

Signed Cover Letter (Limit one page) 5 Points

Provide a signed cover letter with introductory information, such as point of contact, address, phone number and email address. This letter should reference the RFQ by name, provide a concise summary of the Proposer's organization by firm and responsibility, identify the key individual for Project Manager and his/her relevant experience, and generally introduce CCDC to the capabilities of the firm.

Detailed Proposal (Limit 20 pages) – organized with the following information:

a. Company Profile: 30 Points

Describe the company's history, size, resources, philosophy of service, typical volume of work, and construction management techniques and methods. Describe how your particular expertise, experience, techniques, and culture can be an advantage to CCDC in completing the project. Include current firm commitments and confirm that Proposer can meet CCDC's insurance and bonding requirements as stated in Sections 3.4 and 3.5. Explicitly identify all work the Proposer intends to self-perform.

b. Proposed CM/GC Project Team Staff: 45 Points

A dynamic, well organized, and experienced team is needed for this project. Key personnel proposed shall be expected to reside in the Boise region for the duration of the project. Identify the personnel to whom construction management responsibility will be assigned by names, titles, roles, qualifications, years of experience, relevant project experience, resumes, and describe why the specific personnel were selected for inclusion on the team. Some individuals may fulfill multiple positions on the project, but the Proposer should demonstrate how multiple assignments are within the capacity of the management team. Include personnel information for both pre-construction and construction services. Resumes and Idaho Public Works Construction Manager License information shall be included in an appendix for all key personnel listed on the organizational chart. Resumes and license information are not counted within page limits noted above.

Provide an organizational chart for the project. The organizational chart shall identify position titles, and for key personnel only, the names of the people proposed to fulfill these roles, along with the proposed percentage of time that each of the key personnel will be dedicated to the project. The organizational chart shall also indicate reporting and chain of command structure for the team and interfaces with CCDC and the design team.

c. Proposer Experience and Past Performance: 40 Points

Describe five (5) projects similar in scope, complexity and budget to this project that the company has completed within the last 10 years. Projects including green storm water infrastructure, suspended pavement systems, bicycle facilities, pavement reconstruction, utility infrastructure upgrades and downtown streetscape improvements are of particular interest. Please focus on company experience – do not include individual experience for projects performed while individuals were employed by other companies.

Provide the following key information for each noted project:

- Brief description of the project, highlighting scope, budget, complexity, context, key interfaces, and project delivery method similarities.
- Client reference and current contact information including name, title, phone number, and role on the project.
- Location of the project and completion date.
- The company's responsibilities on the project, and where applicable, identify proposed team staff that participated in the project and their specific role.
- Amount of Proposer's initial contract award and final contract closeout or projected price. Proposer's portion of contract, scope of Proposer's portion, and value of Proposer's portion, and identification of whether Proposer was a prime or subcontractor on the project.
- Number of claims greater than \$100,000, and the value of each that required mediation, arbitration or litigation to settle and their current disposition.

d. Project Approach, Work Plan, & Schedule: 40 Points

i. Project Approach

Provide a brief narrative describing the Proposer's approach to this work and project management control systems that will be used on this project to achieve efficiency, schedule adherence, and budget certainty.

ii. Work Plan, including Schedule

Provide a preliminary baseline schedule showing the Proposer's proposed phasing, sequencing of work, durations, and options to be considered by CCDC that provides value and minimizes adverse impacts to the public and adjacent businesses and property owners. The baseline schedule should assume the current schedule outlined in Section 2.3 as a starting point for planning.

iii. Conduct of Construction

Describe actions and procedures used to minimize adverse impacts to the public and adjacent businesses and property owners. Explain how good relations will be established and maintained and how open and productive communications will be fostered with all interested parties. Specific examples of successful implementation of these actions and procedures from past projects are encouraged.

e. Project Management : 30 Points

i. Preconstruction Services

Outline a specific approach to guide the review of preliminary drawings and specifications and the review of subsequent revisions to final construction documents. Detail how the review will ensure constructability and how the Proposer will successfully propose changes to the drawings if deemed necessary.

ii. Budget Control/Value Engineering

Submit detailed information of how your company provides and periodically updates cost estimates and participates in Value Engineering (VE). Describe how opportunities will be identified that will make the project a better value. Include the means and methods that will be used and, specifically, how key personnel will interact with stakeholders and the design team to introduce VE proposals and work through updates to cost estimates. Describe past projects where VE has been an integral part of the relationship with the owner, including VE processes that were not successful and VE means and methods successfully used on past projects.

Describe how your company tracks and reports construction costs, including line item costs for each bid package, fees, permits, reimbursable costs, CM fees, and all other project costs. Finally, describe how your company would administratively manage, track, and invoice for the various separate cost categories that comprise the Guaranteed Maximum Price especially given multiple funding sources.

iii. Scheduling

Outline your company's understanding of the local construction market as it relates to this project and how your company will ensure the proposed staff will be available at the proper times to complete this project on schedule. Include explanations of your existing and upcoming projects within the area, subcontractor availability, and approaches to reach-out/solicit to subcontractors.

Describe the primary scheduling techniques the company uses and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on projects of similar complexity. Discuss in detail how you intend to enforce contract schedule compliance.

4.5 Evaluation of Proposer

Proposals will be evaluated based on the Proposer's response and qualifications by a selection committee that may include CCDC employees and consultants. Before a CM/GC is selected, CCDC will conduct reference investigations and may conduct interviews to evaluate the Proposer's ability to perform the size and type of work anticipated and to determine the quality of the service being offered. By submitting a proposal, the Proposer authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Proposers will be evaluated based on the information described in this RFQ.

4.6 Qualification-Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the CCDC Board of Commissioners. CCDC has the right to waive or alter submission requirements or to reject any or all proposals, consistent with Idaho law. It is the Proposer's responsibility to conform to all applicable federal, state, and local statutes or other applicable legal requirements. The information provided herein is intended to assist Proposers in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Proposer to meet applicable requirements.

4.7 Modification or Withdrawal of Proposal

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

4.8 QUESTIONS

Direct questions to: Kathy Wanner, Contracts Specialist
(208) 391-7304 or kwanner@ccdcb Boise.com

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Grove Street Streetscape Improvements Location Map

EXHIBIT A

**RFQ: CM/GC SERVICES – LINEN BLOCKS ON GROVE STREET
STREETSCAPE IMPROVEMENTS PROJECT
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

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

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

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

SIGNATURE: X _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

held by _____ (name of licensed CM who will be responsible).

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification based selection process in response to the Request for Qualifications (RFQ) to select a company to supply CM/GC services to CCDC for the project.

- A. Discretion of CCDC: The Proposer submitting a response to this CM/GC RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
- a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the CM/GC services RFQ;
 - b. Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a CM/GC firm and any response by any Proposer thereto;
 - d. Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
 - e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
- B. Non-Liability of CCDC:
- a. The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Proposer's Signature: **X** _____

Print Name: _____

Print Title: _____

Name of Firm: _____

Date: _____

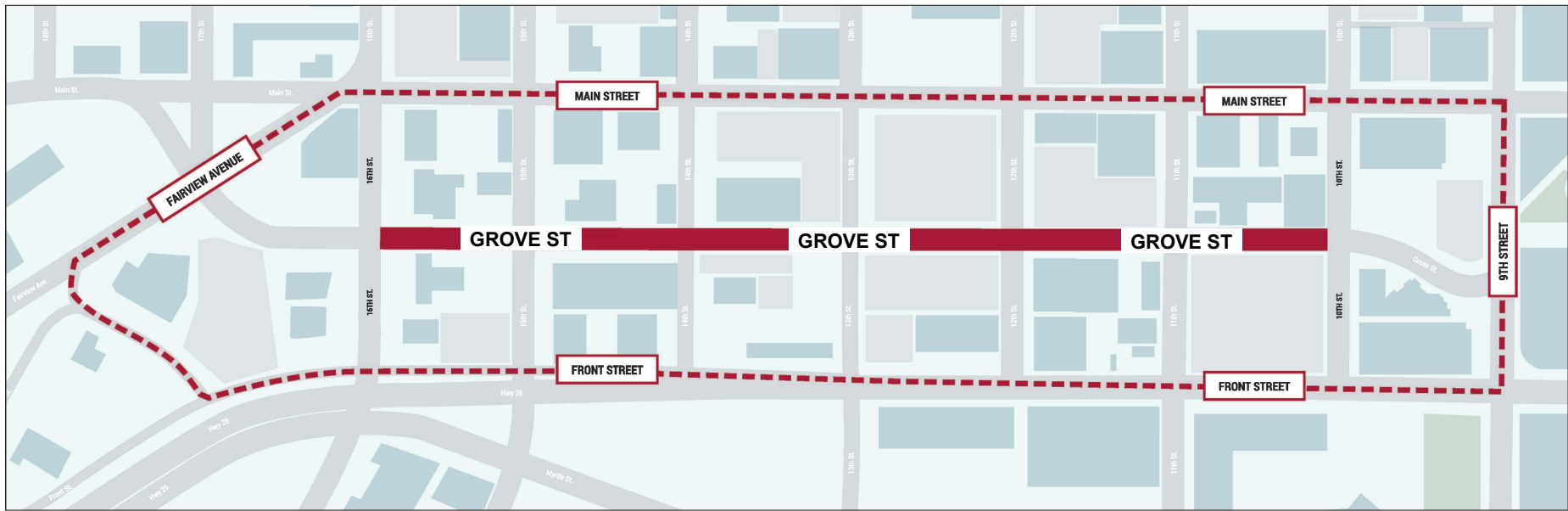


Exhibit C





Final Evaluation Tally

RFQ: CM/GC SERVICES: LINEN BLOCKS STREETScape IMPROVEMENTS

Due: September 13, 2021

| | | GUHO | MCALVAIN | IMCO | WRIGHT BROTHERS |
|--|-------------|------------|------------|------------|-----------------|
| Category | | Points | Points | Points | Points |
| Cover Sheet | 5 | | | | |
| | Member #1 | 5 | 5 | 5 | 5 |
| | Member #2 | 5 | 5 | 5 | 5 |
| | Member #3 | 5 | 5 | 5 | 5 |
| | Member #4 | 5 | 5 | 5 | 5 |
| | Member #5 | 5 | 5 | 5 | 5 |
| Waiver/Release | 5 | | | | |
| | Member #1 | 5 | 5 | 5 | 5 |
| | Member #2 | 5 | 5 | 5 | 5 |
| | Member #3 | 5 | 5 | 5 | 5 |
| | Member #4 | 5 | 5 | 5 | 5 |
| | Member #5 | 5 | 5 | 5 | 5 |
| Signed Cover Letter | 5 | | | | |
| | Member #1 | 5 | 5 | 5 | 3 |
| | Member #2 | 4 | 4 | 5 | 3 |
| | Member #3 | 2 | 4 | 5 | 5 |
| | Member #4 | 3 | 4 | 5 | 3 |
| | Member #5 | 4 | 4 | 4 | 4 |
| Company Profile | 30 | | | | |
| | Member #1 | 27 | 30 | 25 | 27 |
| | Member #2 | 24 | 20 | 22 | 22 |
| | Member #3 | 30 | 27 | 25 | 20 |
| | Member #4 | 26 | 19 | 23 | 21 |
| | Member #5 | 27 | 29 | 23 | 25 |
| Proposed CM/GC Project Team | 45 | | | | |
| | Member #1 | 40 | 35 | 35 | 33 |
| | Member #2 | 38 | 30 | 40 | 27 |
| | Member #3 | 45 | 40 | 35 | 30 |
| | Member #4 | 40 | 29 | 37 | 35 |
| | Member #5 | 42 | 40 | 35 | 36 |
| Proposer Experience and Past Performance | 40 | | | | |
| | Member #1 | 39 | 38 | 30 | 37 |
| | Member #2 | 34 | 22 | 30 | 25 |
| | Member #3 | 40 | 37 | 35 | 33 |
| | Member #4 | 36 | 32 | 25 | 29 |
| | Member #5 | 35 | 32 | 30 | 33 |
| Project Approach, Work Plan & Schedule | 40 | | | | |
| | Member #1 | 39 | 36 | 25 | 31 |
| | Member #2 | 35 | 32 | 32 | 29 |
| | Member #3 | 40 | 35 | 37 | 30 |
| | Member #4 | 35 | 39 | 30 | 29 |
| | Member #5 | 37 | 36 | 35 | 32 |
| Project Management | 30 | | | | |
| | Member #1 | 27 | 29 | 27 | 26 |
| | Member #2 | 24 | 25 | 26 | 25 |
| | Member #3 | 30 | 30 | 30 | 30 |
| | Member #4 | 20 | 27 | 25 | 23 |
| | Member #5 | 27 | 26 | 25 | 26 |
| Total Points | 1000 | 905 | 846 | 816 | 782 |
| Rank | | 1 | 2 | 3 | 4 |



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AGENDA BILL

| | | |
|--|--|----------------------------------|
| Agenda Subject: On-Call Design Professionals: Structural, Mechanical and Electrical Engineers | | Date: October 11, 2021 |
| Staff Contact: Kathy Wanner Contracts Specialist | Attachments: A: Resolution 1723 B. Request for Qualifications – issued July 20, 2021 C. Recommended Roster of On-Call Design Professionals | |
| Action Requested: Adopt Resolution 1723 creating a roster of selected and pre-approved Design Professionals: Structural, Mechanical and Electrical Engineers for three year (2021-2024), non-exclusive On-Call Professional Services Agreements. | | |

BACKGROUND:

The Agency from time to time has the need to engage design professionals for its capital improvement projects, including the rehabilitation and maintenance of parking structures. Contracting for these services when needed is more cost-effective than having this expertise on staff. Idaho Code § 67-2320 requires that, for work that only state-licensed design professionals are allowed to perform, all public agencies must initially engage these professionals based on their qualifications and demonstrated experience. To streamline that engagement process, Idaho Code § 67-2320(2)(i) allows public agencies to create a roster of pre-approved design professionals after conducting a formal, qualifications-based selection process. The Agency last conducted a pre-qualification process in early 2019, completing the rosters for Architects, Landscape Architects, Civil Engineering, Traffic Engineering, Landscape Architecture and Professional Land Surveying.

Formal Request for Qualifications

Agency staff prepared a Scope of Services outlining the specific qualifications and experience desired for the disciplines of Structural Engineering, Mechanical Engineering, and Electrical Engineering. The information was formalized in a Request for Qualifications (“RFQ”) document that also included the criteria with which firms would be evaluated (Attachment B). The RFQ requested detailed evidence of ability to perform the desired services through the following criteria: organizational qualifications, personnel qualifications, project experience, and office location.

In accordance with statutory requirements, the Agency published notice of the RFQ inviting design professionals to submit Statements of Qualifications (“SOQs”) no later than September 1, 2021.

Notice was published in the *Idaho Statesman* newspaper on July 20 and July 27. Eleven (11) individual firms responded, and some firms submitted proposals in more than one discipline.

Evaluation Process

Agency staff reviewed the SOQs for compliance with the technical requirements prescribed in the RFQ, including letter of interest, cover sheet, and waiver and release. A five-member Agency evaluation panel then reviewed and scored the SOQs using a points-based system to evaluate organizational qualifications, personnel qualifications, project experience, and office location. Once individual evaluations were complete, the panel met to discuss strengths and weaknesses of the SOQs and to tally all points. Because of the thoroughness of the SOQs and the detailed evaluation process, the panel felt it unnecessary to require interviews.

Recommended Firms

The following firms are recommended for preapproval based on the RFQ criteria of expertise and experience in specific disciplines:

Structural Engineering

- Desman, Inc.
- Jacobs Engineering Group Inc.
- Kimley-Horn and Associates, Inc.
- KPFF Consulting Engineers

Mechanical Engineering

- CSHQA
- Cushing Terrell
- Kimley-Horn and Associates, Inc.
- Musgrove Engineering, PA

Electrical Engineering

- CSHQA
- Cushing Terrell
- Kimley-Horn and Associates, Inc.
- Musgrove Engineering, PA

Attachment C contains the complete list of all design professionals submitting Statements of Qualifications in response to the RFQ and the list of firms recommended for three year (2021–2024) on-call agreements.

FISCAL NOTES:

The on-call agreements define the terms of the contractual relationship between the Agency and each firm including the hourly rates charged for professional services. The agreements clearly state that they are not a guarantee of work nor compensation. Over the next three years the Agency will use written task orders on an as-needed basis to contract with the various design professionals for specific projects. Each task order will include the amount to be paid for that task.

STAFF RECOMMENDATION:

Adopt Resolution 1723 creating a roster of selected and pre-approved design professionals as shown in the resolution; authorize the Executive Director to negotiate and execute three year on-call professional services agreements with those firms.

Suggested Motion:

I move adoption of Resolution 1723 creating a roster of selected and pre-approved design professionals as shown in the resolution and to authorize the Executive Director to negotiate and execute three year on-call professional services agreements with these firms.

Attachment A

Resolution 1723

RESOLUTION NO. 1723

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A LIST OF SELECTED AND PRE-APPROVED DESIGN PROFESSIONALS IN ACCORDANCE WITH IDAHO CODE § 67-2320; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH THE SELECTED AND PRE-APPROVED DESIGN PROFESSIONALS; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, following said public hearing, the City adopted its Ordinance No. 24-18 on July 24, 2018, approving the First Amendment to the River Myrtle-Old Boise Plan 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 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 First Amendment to the Urban Renewal Plan Westside Downtown Urban Renewal Project ("First Amendment to the Westside Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance 45-20 on December 1, 2020, annexing two (2) geographical areas adjacent and contiguous to the northern boundary of the Westside Project Area into the existing revenue allocation area 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 (as amended), 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, the Act and the Plans provide for the Agency to retain and engage technical experts, professional services, and planning services; and,

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

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

WHEREAS, having done so in the past, the Agency again would like to establish an ongoing relationship with design professionals who have the qualifications to meet the Agency's consulting needs for on-call structural engineering, mechanical engineering and electrical engineering services related to urban renewal projects and parking structures in Boise or any future urban renewal areas or potential areas within the jurisdiction of the Agency; and,

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

WHEREAS, notice of the Agency's Request for Qualifications ("RFQ") was published in the *Idaho Statesman* newspaper on July 20 and 27, 2021, and further the RFQ was made available to interested parties on July 20, 2021, with a September 1, 2021, deadline for submission; and,

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

WHEREAS, as a result of the RFQ, the Agency received seventeen (17) SOQs from eleven (11) different firms; and,

WHEREAS, the Idaho Code § 67-2320(2)(i) allows agencies to develop a roster of prequalified firms so long as that roster is made up of at least two (2) persons or firms that have the requisite qualifications; and,

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

WHEREAS, following the evaluation of the SOQs, the Agency concluded that the following persons or firms are best qualified to provide the desired design professional services to the Agency under a three-year contract:

Structural Engineering

- Desman, Inc.
- Jacobs Engineering Group Inc.
- Kimley-Horn and Associates, Inc.
- KPFF Consulting Engineers

Mechanical Engineering

- CSHQA
- Cushing Terrell
- Kimley-Horn and Associates, Inc.
- Musgrove Engineering, PA

Electrical Engineering

- CSHQA
- Cushing Terrell
- Kimley-Horn and Associates, Inc.
- Musgrove Engineering, PA

WHEREAS, Agency staff recommends that the Agency Board approve the listed design professionals in accordance with Idaho Code § 67-2320(2)(i) and enter into three-year, on-call professional services agreements with each of these selected design professionals; and,

WHEREAS, the Agency Board of Commissioners finds engagement with each of the selected design professionals using a three-year professional on-call services agreement to be in the best interests of the Agency and the public.

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

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

Section 2: That a professional services agreement similar to the agreement set forth as Exhibit A hereto be negotiated with each of the above listed firms.

Section 3: That the Agency Executive Director is hereby authorized to negotiate, sign, and enter into the above referenced Professional Services Agreements with the selected firms, and, further, is hereby authorized to execute all necessary documents required to implement the Professional Services Agreements, subject to representation by Agency legal counsel that all necessary conditions have occurred; the Executive Director is further authorized to perform any and all other duties required pursuant to the Professional Services Agreements, including the expenditure of funds.

Section 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 October 11, 2021. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on October 11, 2021.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Dana Zuckerman, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

Attachment B

Request for Qualifications – issued July 20, 2021



REQUEST FOR QUALIFICATIONS

ON-CALL DESIGN PROFESSIONALS: STRUCTURAL, MECHANICAL AND ELECTRICAL ENGINEERS

QUALIFICATIONS DUE:

September 1, 2021 by 3 P.M. local time

bids@ccdcboise.com

REQUEST FOR QUALIFICATIONS

On-Call Structural, Mechanical and Electrical Engineers

Issue Date: July 20, 2021
Statement of Qualifications Due: SEPTEMBER 1, 2021 by 3:00 p.m. local time

TO ALL RESPONDENTS:

Capital City Development Corporation (CCDC), the urban renewal agency for the city of Boise, Idaho, is seeking Statements of Qualifications from structural, mechanical and electrical engineers who are licensed in the State of Idaho pursuant to chapter 12, title 54, Idaho Code.

In accordance with the qualification based selection process outlined in Idaho Code § 67-2320, CCDC desires to engage competent and qualified professionals in three-year, non-exclusive, on-call professional services contracts. Selected Respondents are not guaranteed work nor compensation during the three-year term of these contracts.

BACKGROUND:

CCDC works to increase investment in the City through its own projects and public/private partnerships. CCDC focuses its efforts on economic development, infrastructure, place making, mobility, and special projects within five urban renewal districts. CCDC engages in a significant program of public improvements including an extensive system of streetscape and utility upgrades within the public rights-of-way, major maintenance and replacement of building systems in its parking garages, creation of public spaces, and other capital projects. CCDC owns several buildings that require occasional maintenance and repair.

CCDC owns, in whole or part, the six ParkBOI public parking garages in downtown Boise, which range in year of original construction from 1978 to 2017. CCDC maintains a 5-year Parking Reinvestment Plan as a predictable framework to maintain the structure and integrity of these structures, maintain public safety and code compliance and provide a safe place to park. The current 5-year plan (FY2022-FY2026) has an estimated \$10.6 million dollars in investments planned for various projects and programs.

For additional information regarding CCDC, its impact on downtown Boise, and its many past and future projects, please visit the agency's website at www.ccdcboise.com

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

CONTACT:

Kathy Wanner, Contracts Specialist
kwanner@ccdcboise.com

SCOPE OF SERVICES

CCDC is seeking statements of qualifications from qualified structural, mechanical and electrical engineering firms for professional design services for ongoing and upcoming projects on an on-call basis. Projects primarily may involve services such as:

- Routine parking structure condition assessments, with recommendations for and cost estimates of repair,
- Structural concrete rehabilitation projects, including seismic structural retrofits, as necessary,
- Major parking garage repairs such as waterproofing and exterior coatings, structural concrete repair, signage attachment, elevator modernization, HVAC and CO2 system replacement, fire protection system replacement, lighting analyses and upgrades; utility modifications and replacements;
- Assessing problems and developing design solutions for water, sewer and other utility service lines within the garages.
- Existing commercial or residential building upgrades such as code compliance, structural rehabilitation, and tenant improvements.
- Structural systems associated with public space and streetscape improvement projects, including subgrade vault or basement infill within the public right-of-way, foundations and footings, structural attachments for custom lighting or signage, and other as needed.
- Undergrounding of existing aerial power and telecommunication facilities, both distribution lines and service lines to individual buildings.
- Installation of street lights.

Respondents must demonstrate that they have the education, training, licensing, and experience to deliver such services as public infrastructure engineering and consultation, preparation of plans, stamped construction drawings and specifications, regulatory code analysis specific to public right-of-way, public buildings, and universal accessibility, assisting with the public process including bidding, permitting and construction administration.

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

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

This RFQ is only to prequalify Respondents for three (3) professional disciplines: Structural Engineering, Mechanical Engineering, and Electrical Engineering. **Multi-discipline firms wishing to provide services in multiple disciplines must submit separate SOQs for each discipline for which they wish to be considered.**

GENERAL CONDITIONS OF THIS RFQ

2.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to obtain submissions from licensed engineers in order to create an on-call list of Selected Respondents. Each Respondent selected for the list will sign an On-Call Professional Services Agreement for a three-year service term. *A sample agreement is attached to this RFQ.* CCDC may then engage Selected Respondents through individual task orders throughout the service term. The On-Call Professional Services Agreements does not guarantee CCDC will request services from the Selected Respondents and does not preclude CCDC from issuing separate RFQs for any particular project.

2.2 Reserved Rights

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

2.3 Public Records

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

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

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

2.4 Insurance

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

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

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

SUBMISSION PROCESS

3.1 Proposal Submission

Please follow these instructions for submitting a proposal.

The proposal must be submitted electronically by email to: bids@ccdcboise.com

PROPOSAL DEADLINE is 3:00 p.m. local time, SEPTEMBER 1, 2021

Include this subject line on the email:

**“RFQ SUBMITTAL: STRUCTURAL, ELECTRICAL, MECHANICAL
ENGINEERING SERVICES 2021”**

All required submittal documents must be signed and dated and must be submitted by email. Submit a separate PDF for each discipline labeling each PDF file according to the discipline:

RFQ2021_FIRM NAME_STRUCTURAL.pdf;
RFQ2021_FIRM NAME_MECHANICAL.pdf;
RFQ2021_FIRM NAME_ELECTRICAL.pdf.

Late or incomplete submittals will not be accepted; CCDC takes no responsibility for submittals received late or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process.

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

3.2 Request for Clarification or Questions

Any Respondent who wishes to request clarification or ask a question related to the RFQ may submit a written notification to Kathy Wanner, CCDC Contracts Specialist: kwanner@ccdcboise.com. The request must be received in writing prior to 5:00 pm local time August 20, 2021.

3.3 Forms to be Submitted

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

- RFQ Submittal Cover Sheet – Attached to this RFQ as Exhibit A
- RFQ Waiver and Release – Attached to this RFQ as Exhibit B
- Signed Letter of Interest
- ONE (1) signed original proposal

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

3.4 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting an SOQ or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondent's responsibility to check for addenda prior to submitting the SOQ. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

3.5 Modification or Withdrawal of Submittal

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

REQUIRED CONTENT, EVALUATION, AND SELECTION

4.1 Required SOQ Submission Format

To be considered responsive to this RFQ and to facilitate evaluations, SOQ's shall be organized per the outline given below. The submittal should be clear and concise with an emphasis placed on specific desired experience and qualifications of the people who will actually perform the services. SOQ's font size must be 11 point, or greater. CCDDC does not require nor desire elaborate brochures and other representations beyond that which is sufficient to present the information requested in this RFQ.

SOQ outline to follow:

- A. RFQ Submittal Cover Sheet (Exhibit A)
- B. RFQ Waiver and Release (Exhibit B)
- C. Signed Letter of Interest (Cover Letter) {1 page maximum}
- D. Detailed Proposal {8 pages, maximum}

Evidence of Firm's Ability to Perform Services.

The 8-page maximum limit does not include the RFQ Submittal Cover Sheet, RFQ Waiver and Release Form, Letter of Interest (cover letter), tabs, or Appendices. Detailed Proposal must be organized with the following information:

ORGANIZATION QUALIFICATIONS

Outline your organization's experience on the scope of work required for the appropriate discipline, including firm's (or specific department's) history, size, relevant office locations, resources, philosophy of service, and project management techniques and methods.

Describe how your firm meets and exemplifies the experience outlined in the Scope of Services section for the discipline which you are submitting.

PERSONNEL QUALIFICATIONS

Describe the personnel and project team you are proposing most likely to supply on-call services to CCDDC; include an organization chart of proposed staff. Include each staff member's professional licenses, certifications, office location, and years of employment at Respondent's firm.

Describe how your project team works with clients, sub consultants, authorities having jurisdiction, and contractors.

PROJECT EXPERIENCE

Submit up to three (3) projects which Respondent views as particularly relevant to the types of services desired by the RFQ; include a detailed description explaining how the project exemplifies the requirements and desired experience. At least two (2) projects should be from public agency clients. For structural engineer respondents, at least one project should involve assessment, design, and construction administration for repairs or upgrades to a garage/facility that remains in operation during work. Include information

that demonstrates schedule and budget compliance. Provide a Reference that served as the owner or owner's representative for each project mentioned. Include the name, title, valid phone and email contact information.

E. Appendix

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

4.2 Evaluation Criteria

The following criteria will be the basis on which SOQ's will be evaluated.

RFQ Submittal Cover Sheet (Exhibit A) Pass/Fail

RFQ Waiver and Release (Exhibit B) Pass/Fail

Signed Letter of Interest / Introduction Pass/Fail

Detailed Proposal Point System

Organization Qualifications (30 points)

Personnel Qualifications (30 points)

Project Experience (30 points)

Office/Key Personnel Locations/Accessibility to Boise (10 points)

4.3 Evaluation of Respondent

In determining the best qualified proposals, CCDC will consider all acceptable proposals on a basis consistent with this RFQ. SOQ's will be evaluated based on the responses and qualifications submitted. CCDC will create an Evaluation Team to evaluate the SOQ's and provide recommendations to the CCDC Board of Commissioners. CCDC has not pre-determined the number of Respondents which the Evaluation Panel will recommend or the CCDC Board will select for the preapproved lists. Before a Respondent is selected, CCDC may conduct reference investigations. CCDC may or may not conduct interviews in order to evaluate the performance record, the ability of the Respondent to perform the work, and the quality of the service being offered. By submitting an SOQ, the Respondent authorizes CCDC to conduct reference investigations and interviews as needed where the Respondents will be evaluated based on the information described in this RFQ.

4.4 Qualification Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. CCDC staff will recommend to the CCDC Board of Commissioners which Respondents should be selected for the preapproved list of design professionals included in this RFQ. Final selection is made by the CCDC Board of Commissioners.

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

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

4.5 QUESTIONS

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

EXHIBITS TO THIS RFQ:

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

END of RFQ

EXHIBIT A

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

RFQ: ON CALL DESIGN PROFESSIONALS – STRUCTURAL, MECHANICAL AND ELECTRICAL ENGINEERS

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

This SOQ is for the following discipline (s): *Check only one. Prepare and submit a separate SOQ for each discipline.*

_____ Structural Engineering _____ Mechanical Engineering _____ Electrical Engineering

As of the submission date, Respondent should have at least one employee licensed in the State of Idaho and available to CCDC for each discipline for which Respondent is responding.

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ **Fax:** _____

E-mail Address: _____

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

SIGNATURE: **X** _____

Print Name and Title: _____

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

The undersigned has read this release and fully accepts the Capital City Development Corporation's ("CCDC") discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualifications based selection process in response to the Request for Qualifications (RFQ) for Licensed Design Professionals to establish a list of preapproved firms to supply on call consultant services to CCDC.

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

- 1) Modify or suspend any and all aspects of the process seeking responses and making any decisions concerning the Licensed Professional Services RFQ.
- 2) Obtain further information from any person, entity, or group, including, but not limited to any Respondent, and to ascertain the depth of Respondent's capability and experience for supplying on call professional services by licensed architects, landscape architects, engineers and professional surveyors described in the Licensed Professional Services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
- 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's Licensed Professional Services and any response by any Respondent thereto;
- 4) Accept or reject any sealed Submission received in response to the RFQ, including any sealed Submission submitted by the undersigned; or select any one Submission over another in accordance with the selection criteria; and
- 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of Submission.

B. Non-Liability of CCDC

- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
- 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

SIGNATURE: **X** _____

Print Name and Title: _____

Name of Firm: _____

Date: _____

EXHIBIT C

SAMPLE ON CALL AGREEMENT (12 pages)



[NAME OF FIRM]

2021-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

- A. CCDC has an ongoing need for nonexclusive on-call professional services related to [nature of services] to be defined by individual Task Orders which will set forth Specific Services, Time of Performance, and Payment.
- B. On DATE, CCDC issued a Request for Qualifications ("RFQ") for [NAME OF PROJECT OR TYPE OF SERVICES]. On DATE, the CCDC Board of Commissioners adopted Resolution No. XXXX selecting and pre-approving CONSULTANT as one of several firms to provide these services for a period of five (5) years.
- C. CONSULTANT is specially licensed, trained, experienced, and competent to perform such services and has agreed to provide such services under the terms and conditions described herein.
- D. CCDC desires to retain CONSULTANT to provide professional services on a non-exclusive, on-call basis. As a public agency, CCDC reserves all rights to seek services from other consultants through any procedure deemed to be in the best interests of CCDC and in compliance with any applicable law, rule, or regulation.
- E. CONSULTANT acknowledges that this agreement is non-exclusive and that CCDC is not warranting that it will issue any Task Orders to CONSULTANT during the term of the Agreement. Concurrently with this Agreement, CCDC may enter into on-call agreements with other consultants that provide similar or identical services.
- F. The Parties acknowledge and understand that nothing in this Agreement precludes CONSULTANT from responding to any Requests for Qualifications or Proposals for any additional services or work products contemplated by CCDC or any other public agency.

CONSULTANT NAME

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

AGREEMENT

1. **SCOPE OF SERVICES.** Upon execution of this On-Call Agreement and any associated Task Orders, CONSULTANT shall perform and furnish to CCDC all services listed in any corresponding Task Order(s) incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties.
2. **EFFECTIVE DATE.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.
3. **TERM OF AGREEMENT.** This Agreement shall begin on the Effective Date and shall expire on **September 30, 2024**.
4. **TASK ORDERS.** Services to be performed under this Agreement shall commence upon CCDC issuing a written Task Order for services and/or work product. Services shall be performed at the CONSULTANT'S place of business unless otherwise specified. The form of the Task Order shall be similar to **Exhibit B** (attached) and shall include a complete description of the particular services or work products to be provided by CONSULTANT and set a not-to-exceed limit for CONSULTANT charges. The Task Order shall specify the schedule for completion and deliverables and shall specify the amount and method of payment to CONSULTANT. Issuance of a Task Order signed by CCDC shall serve as a notice to proceed unless otherwise stated in the Task Order.
5. **PAYMENT.**
 - (a) Method of Payment. CCDC agrees to pay CONSULTANT for services rendered under this Agreement based on the method of payment specified in the Task Order.
 - (b) Hourly rates. CONSULTANT shall perform services at the hourly rates set forth in the rates schedule attached as **EXHIBIT A**. CONSULTANT may request an adjustment in hourly rates during the term of this contract. Any adjustment in hourly rates shall be approved by CCDC in writing.
 - (c) Reimbursable Expenses. Reimbursable expenses may include general out-of-pocket expenses, such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC at the actual cost to CONSULTANT with no mark-up. The Task Order shall specify if reimbursable expenses are included in or in addition to any not-to-exceed limit set for CONSULTANT charges.
 - (d) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the

not-to-exceed limit set for an individual Task Order issued under this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.

- (e) Invoices. Monthly invoices shall be submitted to CCDC at the address for Notification listed herein or by email to accounting@ccdcbiose.com. Each invoice shall be in a format acceptable to CCDC and shall specify charges as they relate to the tasks of the Task Order and the assigned purchase order number (PO#). Each invoice also shall specify current billing and previous payments, with a total of costs incurred and payments made to date. For Task Orders using time and reimbursable expenses as a basis for payment, CONSULTANT shall provide time and expense records to CCDC with monthly invoices submitted for payment.
- (f) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of invoice, subject to Correction of Deficiencies, herein set forth, and Termination provisions set forth below. Disputes of any invoiced amounts must be sent to CONSULTANT in writing within five (5) business days of billing.

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

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

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

9. CORRECTING DEFICIENCIES. If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work

product that do not meet the requirements. CONSULTANT shall have ten (10) business days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines the services or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement for cause as set forth in this Agreement.

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

11. PROPRIETARY RIGHTS. All documents, reports, and any other data developed by CONSULTANT for CCDC in the performance of this Agreement, whether finished or not finished, shall become the property of CCDC, shall be forwarded to CCDC at its request, and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefrom.

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

13. RELATIONSHIP OF PARTIES. CONSULTANT is an independent contractor and is not an officer, employee, servant, or agent of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the services and work projects specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT. CONSULTANT shall not be entitled to any benefits provided by CCDC to employees.

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

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

16. ACCESS TO RECORDS AND AUDITS. CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Upon request, such records shall be available for review by CCDC representatives for three (3) years after final payment.

17. SUBCONSULTANTS. CONSULTANT may propose the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CCDC in writing. CCDC shall have no liability to SUBCONSULTANTS and CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and payment to SUBCONSULTANTS.

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

19. INDEMNIFICATION. CONSULTANT agrees to indemnify, defend, and hold harmless CCDC and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property, including attorney fees, arising from any acts or omissions of CONSULTANT, its employees, or subconsultants. In case any action or proceeding is brought against CCDC or its officers, agents, or employees by reason of acts or omissions of CONSULTANT, its employees, or subconsultants, CONSULTANT, upon written notice from CCDC, shall resist or defend such action or proceeding at CONSULTANT's expense.

20. INSURANCE. Prior to commencing services under this Agreement, CONSULTANT shall obtain at its sole cost and expense, and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below. All insurance coverage shall be written on an occurrence basis and provided by a company or companies which are authorized to do business in Idaho. CONSULTANT shall provide to CCDC proof of insurance coverage before commencing its performance as herein provided, and shall require insurer to notify CCDC a minimum of ten (10) days prior to cancellation of said policy or policies.

- (a) Worker's compensation as required by applicable law or regulation. If worker's compensation insurance is not required under the circumstances, CONSULTANT shall provide proof to CCDC that such coverage is not required.
- (b) Employer's liability insurance in the minimum amount required by applicable law or regulation.
- (c) Commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement.
- (d) Professional liability insurance with minimum limits of liability of \$1,000,000 per occurrence and \$1,000,000 aggregate.

21. DEFAULT AND TERMINATION.

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

22. DISPUTES. In the event that a dispute arises between CCDC and the CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing.

Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

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

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

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

To CCDC:

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

To CONSULTANT:

Company Head or Managing Partner
Company Name
Address
Address
#XXX-XXX-XXXX
Email address

Telephone numbers and e-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, mail, courier, e-mail, or fax. Either Party may, by written notice, change the contact information listed above.

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

27. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

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

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

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

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

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

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

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

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

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

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

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT: NAME HERE

John Brunelle, Executive Director

Name, Title

Date: _____

Date: _____

EXHIBITS

- A. CONSULTANT'S Hourly Rate Schedule
- B. Sample Task Order Form



NAME OF FIRM

2020-20222 ON CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER # 21-00X

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

TO: Name of Firm ("CONSULTANT")
 Address
 Address
 Phone
 Email

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

ORIGINAL AGREEMENT: 2021-2024 On-Call Professional Services Agreement

AGREEMENT DATE: [Date to be added]

TASK ORDER DATE: _____

NOT TO EXCEED: \$[Amount in dollars]

1. **PROJECT NAME:** [Name of Project]

2. **PROJECT DESCRIPTION**
 CCDC desires to engage CONSULTANT to ...

3. **SERVICES TO BE PERFORMED ("Scope of Services" or "Scope")**
 CONSULTANT shall perform the services described in CONSULTANT's proposal dated [Date], attached hereto as Exhibit A ("Scope of Services" or "Scope"). CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount for this Task Order without prior written approval from CCDC. CCDC's signature on this Task Order serves as Notice to Proceed.

NAME OF FIRM

TO#21-00X NAME OF PROJECT

PAGE - 1

4. SUBCONSULTANT(S) (if applicable)

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

5. PAYMENT

- (a) Amount and Method of Payment. The total amount paid for this Task Order #21-00X shall be an amount not to exceed [DOLLAR AMOUNT IN WORDS] (\$ amount in numbers). CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on hours expended on the Scope at the agreed upon rate(s).
- (b) Reimbursable Expenses. Payment for reimbursable expenses shall be included in the not-to-exceed limit of [\$amount in numbers, if applicable].
- (c) Subconsultants. Payment to SUBCONSULTANT is included in the not-to-exceed amount of [\$amount in numbers] for this Task Order. CONSULTANT shall assume responsibility for the amount and schedule of payments to the SUBCONSULTANT
- (d) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Task Order.

6. SCHEDULE

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

7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall provide CCDC with ...

8. CONTRACT TERMS

Terms of the 2021-2024 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Task Order.

End of Task Order #21-00X

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

CAPITAL CITY DEVELOPMENT CORP.

**CONSULTANT:
NAME OF FIRM**

John Brunelle, Executive Director

Authorized Signer, Title

Date: _____

Date: _____

Exhibits

A: CONSULTANT's Proposal dated [Date]

SAMPLE

| Budget Info / For CCDC Office Use | |
|-----------------------------------|--|
| Fund/District | |
| Account | |
| Activity Code | |
| PO # | |
| Due Date | |

Attachment C

Recommended Roster of On-Call Design Professionals and Firms that also submitted SOQs

| RECOMMENDED | |
|------------------------------------|------------------------------------|
| Structural Engineering | Electrical Engineering |
| - Desman, Inc. | - CSHQA |
| - Jacobs Engineering Group Inc. | - Cushing Terrell |
| - Kimley-Horn and Associates, Inc. | - Kimley-Horn and Associates, Inc. |
| - KPFF Consulting Engineers | - Musgrove Engineering, PA |
| | |
| Mechanical Engineering | |
| - CSHQA | |
| - Cushing Terrell | |
| - Kimley-Horn and Associates, Inc. | |
| - Musgrove Engineering, PA | |

| Also submitted SOQs |
|--|
| Structural Engineering |
| - AHJ Engineers |
| - BHB Consulting Engineers |
| - Cushing Terrell |
| - Ficcandenti Waggoner Castle Structural Engineers |
| - Lochsa Engineering, LLC |

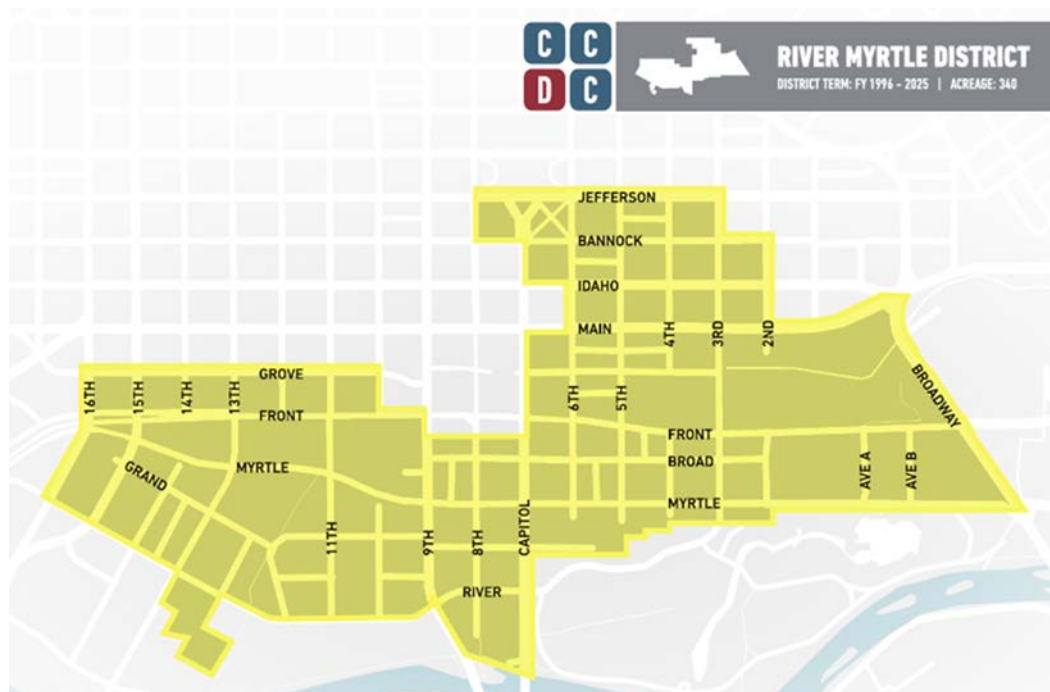


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DATE: October 11, 2021
TO: Dana Zuckerman, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

RIVER – MYRTLE / OLD BOISE DISTRICT



Economic Development

5th & Front Streets - Hotel and Parking Garage – PP Type 3, 5: CCDC leases 200 monthly, reserved spaces for public use. Installation of the public art piece, “Pale Blue Dot”, which the CCDC Board previously approved and authorized \$90,000 in assistance, has been delayed until summer 2022 due to material and fabrication delays. The Agency will request Board approval at the October 11, 2021 Board meeting to amend its Agreement to extend the public art installation deadline until December 31, 2021. Upon completion of the art installation’s cost documentation, the Agency will reimburse actual Eligible Expenses up to \$90,000. *Project Lead: Brady Shinn*



200 W. Myrtle Street – Jules on 3rd (formerly Boise Caddis) - PP Type 2: This 160 unit apartment building with ground floor retail and parking garage owned by Ada County held its [opening celebration on August 5](#). The Agency is reviewing cost documentation materials for approximately \$1.2 million in eligible expenses and will begin reimbursement next year. *Project Lead: Alexandra Monjar*

204 E. Myrtle Street - CDG Boise - PP Type 2: The Board approved this project for Type 2 assistance in December 2019. CDG Boise is building a 249-unit apartment building with 353 parking spaces. CCDC will reimburse approximately \$980,000 of public improvements including streetscapes and utility work. The developer expects to complete construction in late 2022 with core and shell construction currently underway. *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 and approximately \$1.3 million in eligible expenses for streetscape improvements and utility upgrades. The developer anticipates completion in fall 2021 with pre-leasing starting in October. *Project Lead: Alexandra Monjar*

512 W. Grove Street – The Lucy - PP Type 2: This project includes 114 apartments and 8,000 sq. ft. of ground floor retail. Fifty of the units will be dedicated to workforce housing, serving households earning 120% Area Median Income (AMI) and below. The CCDC Board approved a Type 2 General Assistance Participation Agreement with 5th and Grove Investors, LLC at its March 2020 meeting to reimburse approximately \$1 million in Eligible Expenses for public improvements along 5th and Grove Streets and the alley. Due to changes in CCDC's timeline for design and construction of the Grove Street Old Boise Blocks project, the developer will build standard streetscapes and expects to complete the project in October 2021. On September 20, 2021 the Board designated a new Type 1 project adjacent to The Lucy, 5th & Grove Office, which will take some scope out of this Type 2 Agreement to allow for better coordination of improvements and reimbursements. *Project Lead: Alexandra Monjar*

116 6th Street – Thomas Logan - PP Type 2: A mixed-use residential and retail project consisting of 60 apartments, including income restricted and market rate units, 5,000 sq. ft. of retail and 9,000 sq. ft. of office space. The CCDC Board approved a Type 2 General Assistance Participation Agreement with development partners Capital Partners, Galena Fund, and deChase Miksis at its March 2020 meeting. The approved reimbursement agreement is for approximately \$600,000 of Eligible Expenses for public improvements in the alley and standard streetscape improvements along Grove and Sixth Streets. *Project Lead: Alexandra Monjar*

113 S. 5th Street - 5th & Grove Office - PP Type 1: Designated in September 2021 with approval anticipated in October, this project includes improvements that were approved under the Type 2 Agreement for 513 W. Grove Street and new public improvements that include awnings to provide weather protection for pedestrians and a new power transformer and conduit lines. This project is a three-story, 6,300 square foot office building replacing surface parking and bringing

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.



commercial space to an area with significant recent investment in residential units. *Project Lead: Alexandra Monjar*

600 W. Front Street - The Vanguard - PP Type 2: Visum Development is constructing a 75-unit apartment building on the corner of 6th and Front Streets (former Biz Print location). The CCDC Board approved this project for Type 2 assistance at its December 2019 meeting. Visum has requested reimbursement for approximately \$400,000 of public improvements, which includes streetscapes and utility work. Construction is ongoing and the developer plans to complete the project in late 2021. *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 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 to support the surrounding area. 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 estimated development cost is \$53 million with construction anticipated in 2021 and open by late 2022 or early 2023. The CCDC Board approved designation of the project for Type 3 Participation Assistance at the September 2020 Board Meeting, and authorized the Executive Director to execute a Letter of Intent at the February 2021 Board meeting. The Developer is working to complete all information required for a Type 3 Transformative Assistance project details. *Project Lead: Brady Shinn*

Infrastructure

11th Street Bikeway & Streetscape Improvements - Grove Street to River Street: This project combines the installation of bikeway infrastructure, streetscape improvements, ACHD planned pavement rehabilitation, and stormwater infrastructure upgrades. A full report is located under the [Westside District](#). *Project Lead: Amy Fimbel*

RMOB Closeout Inventory and Analysis: This project will identify locations where streetscape upgrades are needed to conform to current City of Boise Streetscape Standards. A consultant will be selected in early fall 2021 to perform a district-wide assessment of current conditions and identify locations where significant deviations from the Streetscape Standards exist. Locations identified through this effort will be prioritized and to inform the programming of future capital projects prior to RMOB sunset. *Project Lead: Zach Piepmeyer*

Mobility

S. 5th St & Myrtle St - Signalized Crossing: This project anticipates installing a traffic signal 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 traffic calming of Myrtle Street. Kittelson & Associates completed a traffic signal warrant analysis for this project, which CCDC submitted to ITD on July 15, 2021 with a formal request to allow signalization of the intersection. ITD reviewed the request and responded that it is not supportive of a signal at this intersection due to the proximity of other crossing locations along the corridor and that sufficient signal warrants are not currently met at 5th & Myrtle. *Project Lead: Zach Piepmeyer*

505 W. Bannock St - 505 Bannock - T1 Designation: Local general contractor Visser Construction has built a three-story mixed-use property at the site of the former Wells Fargo Bank branch featuring over 11,000 sq. ft. of dining space between two restaurants, and 3,700 sq. ft. top

floor office space. The Board approved a Type 1 Agreement with developer I M IRIE TWO LLC in February 2021. Construction is complete and the Agency is reviewing cost documentation for reimbursement, approximately \$100,000 in eligible expenses to payable in FY21. *Project Lead: Alexandra Monjar*

Place Making

Grove Street Old Boise Blocks - 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. Staff presented the visioning documents to the Board at its December 14, 2020 meeting. The Agency selected Jensen Belts Associates in February as the Landscape Architect of Record for the project following an RFQ process. The Board approved the ranking of Guho Corp. as the selected CM/GC for the project at the April Board meeting. Stakeholder meetings are complete, and the project was presented to City Council July 2021. CCDC received follow-up information from the City to complete a Residential Parking Zone Application and provide documentation on the process for incorporating Arts and History elements into the project's design before scheduling a follow-up meeting with City Council. CCDC is working on the requested items. *Project Lead: Karl Woods*

Linen Blocks - W. Grove Street Improvements: This project assesses the Linen Blocks on Grove Street between 10th and 16th streets for catalytic infrastructure improvements. CCDC conducted an inclusive, community-driven visioning process for the Linen Blocks on Grove Street from September 2020 to June 2021. The process included a series of stakeholder visioning meetings and public surveys and resulted in a final visioning document. GGLO started design in July 2021 and will have a completed design by May 2022. Construction anticipated beginning in 2022/2023. The Agency hosted two public open houses for feedback on the concept design on September 22, 2021 and used a public survey to garner additional feedback. The Agency will be seeking Board approval of the ranking for the RFQ for Construction Manager/General Contractor Services at the October Board Meeting. *Project Lead: Amy Fimbel*

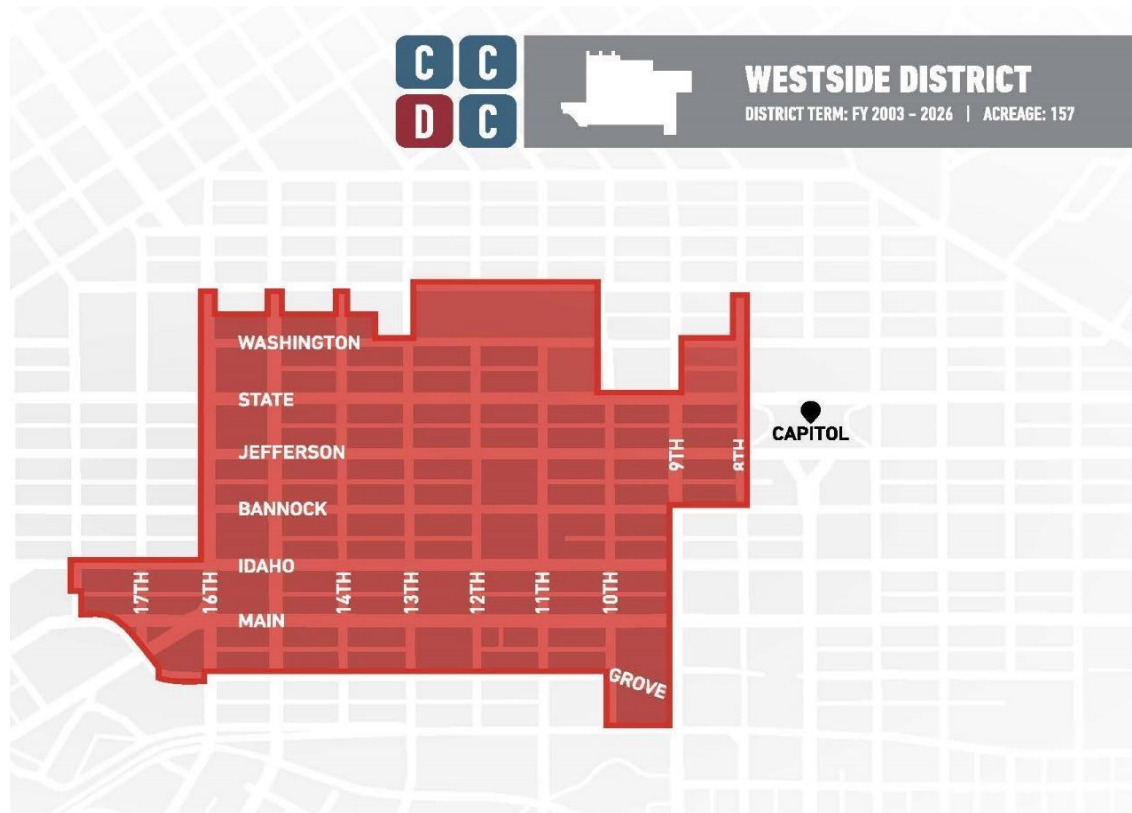
Boise City Canal Pathway, 3rd Street to Broadway: This project anticipates constructing a non-motorized multi-use pathway generally aligned with the Grove Street corridor, connecting 3rd Street to Broadway at the recently installed enhanced pedestrian crossing to Dona Larsen Park. As recommended in the 2020 Old Boise Blocks Visioning Report, pedestrian activation and connectivity through the Grove Street corridor (including connectivity to Broadway Ave) is important to stakeholders and the public. The project 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 and cooperation with adjacent property owners will be important. CCDC has initiated preliminary discussions with property owners and agency partners. Agency is developing an RFQ for design-related services. Consultant selection and design work anticipated to begin fall 2021. *Project Lead: Zach Piepmeyer*

Fulton Street Improvements, 9th Street to Capitol Blvd: This project intends to improve Fulton Street between 9th Street and Capitol Boulevard. Between 2010 and 2016, the City and CCDC engaged in several planning efforts related to the southern end of 8th Street and Fulton Street. These efforts recommended several different improvements to these two blocks. CCDC selected The Land Group to perform consultant design services for the project. Topographic Survey of the project area is completed and the design team is engaging with property owners and public agency partners in a preliminary outreach effort. *Project Lead: Zach Piepmeyer*

Special Projects

RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Installation of the sculpture anticipated in late October 2021. *Project Lead: Karl Woods*

WESTSIDE DISTRICT



Economic Development

1111 Idaho St - 11th & Idaho Building - PP Type 2: This nine-story, Class A office building was developed by Rafanelli and Nahas and is adjacent to the Cherie Buckner-Webb Park. The Board approved the final agreement in August 2019. The Agency is working with the Participant to gather all necessary cost documentation. CCDC will reimburse the developers for streetscape improvements completed along Idaho and 11th streets, not to exceed \$740,690. *Project Lead: Alexandra Monjar*

1715 W. Idaho St - 17th and Idaho - Agency-Owned Property: The Developer, SMR Development LLC, has negotiated a Purchase and Sale Agreement for the additional properties beyond 1715 Idaho included in its proposal. Agency staff has negotiated a Disposition and Development Agreement with SMR Development LLC, as previously directed by the CCDC Board at the January 28 Special Board meeting. The Board of Commissioners approved the negotiated Disposition and Development Agreement at the July 12, 2021 Board meeting. Upon satisfaction of the terms of the Agreement, the Agency will convey the land to the development team. The

project is progressing through its loan closings and permit approval, and is on schedule to break ground in October 2021. *Project Lead: Brady Shinn*

Block 68 Catalytic Redevelopment Request for Proposals: At the Board's May 2021 meeting, the Agency received Board approval to issue a Request for Proposals concerning disposition of the two Agency-owned properties of 1010 W. Jefferson Street and 421 N. 10th Street. As part of Block 68 Catalytic Redevelopment RFP, the Agency seeks a public-private partnership to develop housing that fills gaps unmet by the private market, to expand attainable housing opportunities for Boise's active workforce and their families. The Agency is offering its two properties, participation with public infrastructure improvements and a ParkBOI mobility hub. The Agency has received three responsive proposals. At the September 2021 Board meeting, Agency staff introduced the three received proposals and formed the Board's Review Committee, which is comprised of three Board members and will be assisted by the Agency. *Project Lead: Brady Shinn*

1010 W. Jefferson St - 10Ten Building - Agency-Owned Property: No significant maintenance items to report. *Project Lead: Aaron Nelson*

421 N. 10th St - Agency Owned Property: The Agency executed new leases with the two tenants through May of 2022, after which the Agency expects to vacate the property for redevelopment. *Project Lead: Aaron Nelson.*

Infrastructure

11th Street Bikeway & Streetscape Improvements - State Street to Grove Street: This project combines the installation of bikeway infrastructure with streetscape improvements to realize plans by the City and ACHD for 11th St as a corridor on the west side of downtown that prioritizes cyclists, pedestrians, retail business, and residents while accommodating existing vehicular use. The project spans two URDs with the improvements extending into RMOB with the continuation from Grove St to River St. ACHD is advancing with the design of bikeway facility improvements for 11th St from Heron St to State St in preparation for installation in FY2022. To maximize public investment, the Agency entered into an Interagency Agreement with ACHD to include in the project scope ACHD planned pavement rehabilitation, stormwater upgrades, and the replacement of the Boise City Canal Bridge crossing on 11th Street. Jensen Belts Associates started design work February 2021 and submitted for Design Review in September 2021. Final design anticipated in February 2022 with construction to follow in summer 2022. McAlvain Companies is the Construction Manager/General Contractor assisting with pre-construction efforts. An early design package for the canal replacement scope of work was completed in September and McAlvain is bidding out the work. Construction of the canal improvements anticipated to start December 2021. *Project Lead: Amy Fimbel*

1010 W. Main St - Avery Building - PP Type: Avery LLC, led by local developer Michael Hormaechea in partnership with chef Cal Elliott, a Michelin Star recipient, is currently renovating the vacant, four-story building at 1010 W. Main Street to include 39 boutique hotel rooms and two restaurant spaces. In addition to restoring the building, Avery LLC plans to enhance the alley as a public space, for access to one of the restaurants. The Avery Hotel redevelopment will be the first time in sixty years that all four stories will be in use. The building is a contributing element on the National Register of Historic Places and the developer is pursuing a Historic Facade Easement with Boise City, and likewise requesting reimbursement for eligible facade restoration work as part of a Type 3 Transformative Assistance project. In total, the project is estimating nearly \$1.1 million in reimbursement costs. At the July 12, 2021 Board meeting, the Agency approved designating the project as a Type 3 Transformative Assistance Agreement. The project received Facade Easement approval with the City of Boise, and expects full entitlements by



October 1, 2021. The project is now scheduled to request Board approval on the Type 3 Agreement at the October 11, 2021 Board meeting. *Project Lead: Brady Shinn*

State Street Streetscape & Fiber-Optic Conduit: This is a cost-share project with an ACHD Downtown Boise Implementation Program (DBIP) project to rehabilitate State Street between 2nd and 15th Street. CCDC-funded improvements include installation of a fiber-optic conduit bank between 8th Street and 15th Street and streetscape improvements between 12th Street and 14th Street. Streetscape components include wider sidewalk, street trees, furnishing zone and Silva cells for tree root growth and stormwater retention. In the absence of CCDC participation on this project, existing streetscapes would be eliminated by ACHD between 12th and 14th Street due to roadway widening to five travel lanes. ACHD is considering additional green stormwater infrastructure features in the form of bio-retention planters at select intersections throughout the project area. CCDC negotiated an interagency agreement and cost share permit with ACHD and the City. The CCDC Board approved the agreement with ACHD in December 2020. ACHD's design consultant is currently preparing 95% design plans for the project, with an expected construction start date of late spring 2022. *Project Lead: Zach Piepmeyer*

Mobility

North 8th Street - City/ACHD Traffic Configuration: This project will improve the streetscapes and bike facilities on North 8th Street as well as provide new paving and extend the downtown fiber-optic network in accordance with CCDC and City plans and public and partner agency input. This \$2.6 million project is substantially complete and the final walk through occurred on July 14. Project closeout is in process. *Project Lead: Karl Woods*

8th Street Improvements, State Street to Franklin Street: With the Westside URD expansion in late 2020, CCDC intends to implement low-stress bike facilities on 8th Street between State Street and Franklin Street. This project will improve mobility and safety between the North End and BSU. The proposed 8th Street bike facilities will connect to a future east-west ACHD Franklin Street Bikeway and ACHD has initiated a companion project to extend 8th Street bike facility improvements north of Franklin to Union. The CCDC project will also contemplate undergrounding of existing overhead power and telecommunication lines as well as streetscape improvements along the frontage of several properties, which have sub-standard streetscapes. CCDC selected Kittelson & Associates to perform consultant design services in late May 2020 and negotiated the first Task Order to complete concept design between July and December 2020. Preliminary alternatives are currently under development. *Project Lead: Zach Piepmeyer*

30TH STREET DISTRICT



Economic Development

186 S Whitewater Park Blvd - Corner Gem / North 27th and West Main Mixed Use: Roundhouse has submitted a Type 3 application for a project at this 186 South Whitewater Park Boulevard that includes over 150 apartments and 15,000 sq. ft. of commercial and retail space. The developer would also build a North 28th Street extension connecting Main Street and Fairview Avenue through the property. The developer plans future phases that will potentially add apartments, transportation connectivity, structured parking and commercial spaces. The developer anticipates beginning roadwork in fall 2022. *Project Lead: Alexandra Monjar*

901 N 27th Street - 27th Street Crossing – PP Type1: The Board approved a Type 1 agreement in May 2021 for this mixed-use project located at the northeast corner of N. 27th Street and Stewart Ave. The project will include 65 apartments and 6,000 sq. ft. of ground-floor commercial space. Eligible Expenses include improvements to stormwater facilities, sidewalks with trees and landscaping, alley improvements and public art. The City is reviewing building permits with expected completion June 2022. *Project Lead: Alexandra Monjar*

2850 W Fletcher Street - 27th and Fairview Apartments: The Agency is in discussions with developer KAL Pacific & Associates for Type 2 assistance for its planned residential and commercial mixed-use project located at 27th Street and Fairview Avenue. The project contemplates two, seven-story, mixed-use apartment buildings with 358 total units and ground floor retail space and parking, and a four-story office building. The developer plans to extend Fletcher Street to Fairview Avenue, as proposed in the [ACHD Fairview and Main Local Streets Plan](#) and connect the greenbelt to both streets. The project received Design Review approval in May 2021 and is currently working to obtain approval for street extension plans from ACHD. *Project Lead: Alexandra Monjar*

Mobility

Main and Fairview Transit Stations: The City of Boise, Valley Regional Transit and CCDC are redesigning and constructing improvements at six bus stops along Main St and Fairview Ave between N 27th St and N 16th St. Wright Brothers started construction August 26 and anticipates being complete by spring 2022. *Project Lead: Amy Fimbel*

2525 W Fairview - St. Luke's Transit Station – PP Type 4: The construction of St. Luke's project on 27th and Fairview overlaps with CCDC's Main and Fairview Transit Stations and Platforms project. The Agency is negotiating with St. Luke's to finalize a Type 4 Participation Agreement for the construction of this platform following the Board's designation in June 2021. *Project Lead: Alexandra Monjar*

SHORELINE



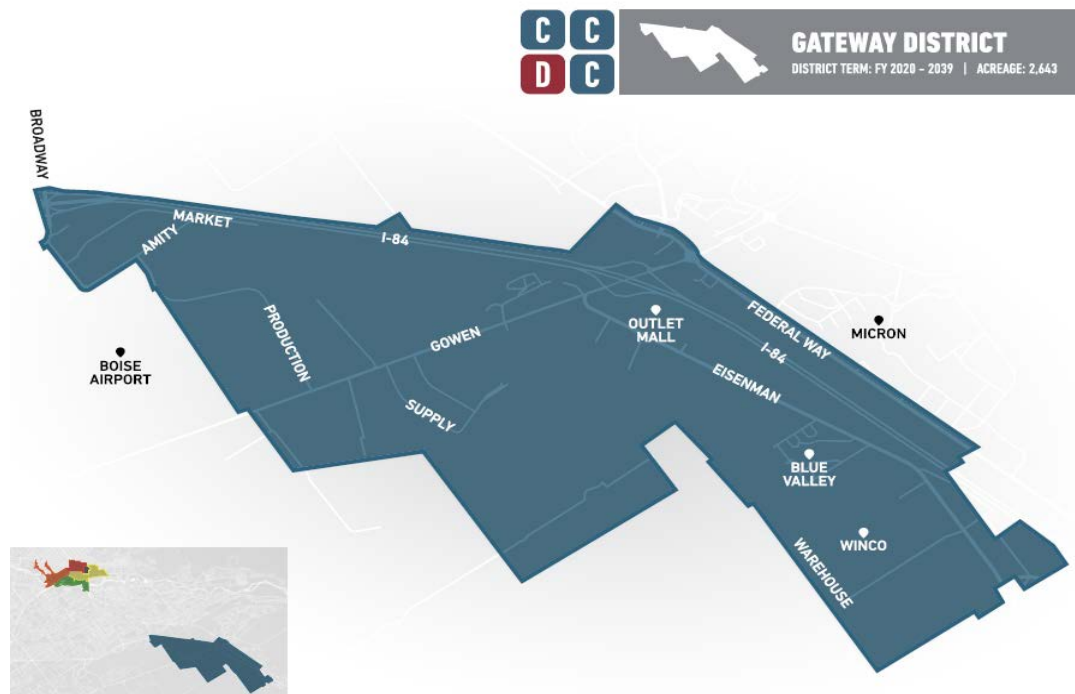
Economic Development

17th Street Reinvestment Study: CCDC prepared a neighborhood level study for the western portion of the Shoreline URD generally bounded by the I-184 Connector, Americana Blvd and the Boise River. The objective of this project was to identify opportunities for public investment by CCDC and partner agencies, which will spur private investment in the study area. CCDC hired Cushing Terrell to assist with the evaluation of existing infrastructure and land use conditions within the study area, meet with Stakeholders (i.e. property and business owners within the study area, including the City of Boise and ACHD) to assess barriers to redevelopment and vision for the study area, and establish a set of project and/or policy recommendations for CCDC and partner agencies to consider. The Project Team conducted three stakeholder meetings and delivered the final report at the end of August 2021. *Project Lead: Zach Piepmeyer*

Mobility

1401 W Shoreline - Food Truck Park Bike Corral: The Green Acres Food Truck Park opened Memorial Day weekend 2021. CCDC supported the economic and place making activation of this area with a bike corral strategically placed to serve cyclists accessing the food truck park from both the Greenbelt and the Shoreline Drive bikeway. The ACHD Common approved the license agreement in July and the corral is in its permanent location on Shoreline Drive. *Project Lead: Alexandra Monjar and Aaron Nelson*

GATEWAY EAST



Economic Development

9100 S. Eisenman Road – PP Type 2: R.L.R. Investments, LLC is building a new regional hub with an estimated total cost of \$9.8 million that will include three structures - a 5,000 square foot office, 60,000 square foot freight terminal, and 9,000 square foot maintenance shop. The CCDC Board approved the Type 2 agreement in June 2020, which included approximately \$385,000 in eligible expenses, at the June 2020 Board meeting. Construction is nearly complete and developers are preparing to submit cost documentation once we receive their Certificate of Occupancy. *Project Lead: Alexandra Monjar*

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 was 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 completed last summer with the primary tenant, Verde Fulfillment, who now occupies and is operating out of the building. Estimated total project value is \$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 will submit final cost documentation in September 2021 after payment to all vendors. CCDC will begin reimbursement in September 2022. *Project Lead: Alexandra Monjar*

2155 E. Freight Street - Boise Gateway 2 - PP Type 2: Boise Gateway 2 will be a 287,000 square foot retail sort station for online order fulfillment. This project is the second phase of the 140-acre Boise Gateway Industrial Park. Estimated total project value is \$53,900,000 with approximately \$580,000 in Eligible Expenses. The Board designated this project in February 2021 and a final Agreement is on the Board's August agenda. Construction expected to complete in September 2021. *Project Lead: Alexandra Monjar*

10026 S. Eisenman Road – Mr. Gas 21 – PP Type 2: Lynch Land Development is building Mr. Gas' first Boise location off the Eisenman exit of I-84. The project will include amenities for professional drivers including an 11,000 square foot retail center offering prepared foods, essential goods, and showers. 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 and install a sidewalk and streetlights. CCDC estimates it will be able to reimburse \$480,000 of these costs through the agreement approved March 2021. Construction has begun with completion expected fall 2021. *Project Lead: Alexandra Monjar*

1001 E. Gowen Road – AZEK – PP Type 2: Decking manufacturer AZEK is investing over \$123 million to retrofit the old Shopko building, including \$1.4M in Eligible Expenses to expand power infrastructure and four streetlights to create its flagship location in the American West. The company anticipates creating 160 new permanent jobs with a median salary of \$80,000. The Board designated this project for Type 2 participation in August 2021 and construction began later that month with full operation expected in January 2022. The Agency is negotiating the final agreement and working with Idaho Power to coordinate reimbursement programs for the new power substation. *Project Lead: Alexandra Monjar*

Mobility

Gowen Road - ACHD Cost Share - PP Type 4: This is a cost-share project with an ACHD bridge replacement project on Gowen Road at the railroad crossing. CCDC-funded improvements include installation of a fiber-optic conduit bank between Exchange Street and Eisenman Road, a wider sidewalk on the approaches to the bridge and a longer bridge span, which will accommodate a future rail with trail pathway under the bridge. At its May 2020 meeting, the CCDC Board approved an amended cost share permit and interagency agreement for these improvements. Construction of the improvements is underway. In September 2021, CCDC received and approved an ACHD Construction Change Order to modify vault and fiber optic design, resulting in a net cost savings to CCDC. *Project Lead: Zach Piepmeyer*

Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane: The southern end of Eisenman Road is currently a two-lane rural roadway with no pedestrian or bike facilities. While a future project is anticipated in the ACHD CIP between 2026 and 2030 to widen Eisenman should include permanent bike/ped facilities, residents of the Blue Valley Estates Mobile Home Park desire a safe option for pedestrian travel along the Eisenman frontage of the Park now, particularly for school-age children trying to access the only available school bus stop at the intersection of Eisenman/Blue Valley Lane. CCDC is coordinating with the South Eisenman Neighborhood Association, Boise School District, Idaho Power and City of Boise to identify potential interim pedestrian and overhead lighting improvements on the west side of Eisenman adjacent to the Park. CCDC has contracted with Civil Survey Consultants on an initial task order to analyze three different alternative opportunities to improve conditions: two alternatives seek to provide interim pedestrian facilities and the third will provide infrastructure, which would allow

Boise School District to modify current school bus routing and better serve the Park. CCDC intends to select a preferred alternative in January 2022. *Project Lead: Zach Piepmeyer*

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. CCDC Board approved contract award to Track Utilities LLC at the September Board meeting. Construction anticipated to start in October and completing by February 2022. *Project Lead: Amy Fimbel*

AGENCY WIDE – ALL DISTRICTS

Economic Development

State Street Study Area: The Agency is proposing a new urban renewal district along State Street to promote compact, mixed-use, mixed income development along the corridor that is supportive of and supported by high quality transit, in accordance with established plans for the corridor. The Board approved the State Street Urban Renewal Plan and authorized transmittal to the City at the August 9 Board meeting, and the Planning & Zoning Commission made a finding of conformity with Blueprint Boise at its September 13 meeting. City Council will consider the Plan for approval at a public hearing on October 12. If approved by City Council, the State Street District will be established by the end of calendar year 2021. *Project Lead: Matt Edmond*

Parking & Mobility

The Agency executed a contract renewal with The Car Park, effective October 1, following a public Request for Qualifications process and ranking that was approved by the Board at the August 9 meeting. *Project Lead: Matt Edmond*

ParkBOI - All Garages – Cleaning: The parking operator conducts semiannual cleaning in the spring and fall to ensure clean facilities for the public and extend the life of the garages. The fall cleaning will begin the first week of September with the 9th & Main Garage followed by Capitol & Myrtle, Capitol & Main, 9th & Front, 11th & Front, and 10th & Front with estimated completion in early November. *Project Lead: Aaron Nelson*

ParkBOI - Garage Stairwell Handrails: The Agency hired Hummel Architects to develop plans to modify or replace non-code compliant handrails and guardrails in the stair towers and non-compliant cable guard rails on the parking decks at 9th & Main, 10th & Front, Capitol & Main, Capitol & Myrtle garages. *Project Lead: Aaron Nelson*

ParkBOI - 10th & Front Garage - Agency Owned Property: The Agency hired John Rohrer Contracting Company (JRCC) to perform partial depth concrete repairs and column repairs, mainly on Level 2, to prevent further deterioration of the support beams and to extend the service life of the garage by 12-15 years. Final column and concrete repairs, as well as accessibility upgrades to the Hotel 43 entrance ramp, began the first week of September. The application of a waterproofing membrane across repaired areas to protect against additional corrosion will take place in October. During the September board meeting, Change Order 4 was approved. The total expected cost of repairs is \$1,049,100. The project is currently on schedule to complete in mid-October 2021. *Project Lead: Aaron Nelson*



ParkBOI - 10th & Front Garage - Stairwell Enclosure: The Agency hired Hummel Architects to provide drawings and specifications to enclose the stairwells, to prevent weather damage and water infiltration. *Project Lead: Aaron Nelson*

City GO: Formerly known as the Downtown Mobility Collaborative, the downtown's Transportation Management Association is up and running. This partnership of VRT, City of Boise, ACHD Commuteride, 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. In response to a request from VRT, Agency staff has included a \$60,000 contribution to City Go in the proposed FY2022 budget for CCDC. An overview is located at citygoboise.com. *Project Lead: Matt Edmond*

ParkBOI - 9th & Main Garage: The Agency hired Hummel Architects to provide coordination drawings for bidding waterproofing patching at specific areas at 9th & Main, Capitol & Main garages. Patching the waterproofing membrane every 3-5 years will help extend the life of the garage. Construction expected in Spring 2022. *Project Lead: Aaron Nelson*

ParkBOI - 9th & Front Parking Garage: The Agency hired Guho Corp. to perform repair work on the 9th & Front stair towers to remove damaged concrete and rehabilitate corroded rebar due to weather to extend the service life of the stair towers by 10-15 years. The Project has reached substantial completion as of September 29, and both stair towers have returned to normal use. The project cost is \$866,107 and is currently on schedule to reach completion in October 2021. *Project Lead: Aaron Nelson*

ParkBOI - Door Hardware & ADA Upgrades: The agency initiated this project to bring door hardware and accessible routes up to current International Building Code. Project is complete. *Project Lead: Karl Woods*

ParkBOI - LED Lighting Upgrades - Phase 2: The Agency hired Primary Electric to retrofit all remaining ParkBOI garages to LED light fixtures to save the Agency energy costs and provide better lighting in the garages. Idaho Power confirmed all light fixtures upgraded to LED in July and credited the Agency \$84,000, offsetting the original project cost of \$107,000 to a net cost to the Agency of \$23,000. *Project Lead: Aaron Nelson*

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: | |
|-------------------------|--|

| 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: | | |

| 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 Investment Mgmt | 10A | 0.167% |
| Condo Board Meetings | | |
| Last Meeting/Report | Next Meeting | Next Report Due |
| July 23, 2021 | TBD | August 2022 |
| 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, 2021 | October 26, 2021 | February 2022 |
| Issues/Comments: | Annual meeting will be held in October to align with Hawkins and CCDC fiscal year start. Hawkins requested this in the February meeting. | |

| 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 15, 2021 | September, 2022 | September 30, 2022 |
| Issues/Comments: | Annual meeting held on September 15, 2021. Les Bois Holdings and Eastman Building were notified of upcoming Garage projects that will take place in Fiscal year 2022. | |

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



| | | |
|-----------------------------|--|------------------------|
| Boise Metro Chamber | Boise Chamber Offices (Units 101, 102, 203) | 5.025% |
| Condo Board Meetings | | |
| Last Meeting/Report | Next Meeting | Next Report Due |
| September 9, 2020 | TBD | September 30, 2021 |
| Issues/Comments: | | |

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VI. ADJOURN



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