



**BOARD  
OF  
COMMISSIONERS  
MEETING  
April 10, 2023**

# CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting  
Board Room, Fifth Floor, 121 N. 9<sup>th</sup> Street

April 10, 2023, 12:15 p.m.

Virtual attendance via live stream available at <https://ccdcb Boise.com/board-of-commissioners/>

## A G E N D A

- I. **CALL TO ORDER** .....Chair Haney Keith
- II. **ACTION ITEM: AGENDA CHANGES/ADDITIONS** .....Chair Haney Keith
- III. **WORK SESSION**
- A. State Street Transit Update .....Stephen Hunt, Valley Regional Transit (15 minutes)
- IV. **ACTION ITEM: CONSENT AGENDA**
- A. Expenses
1. Approve Paid Invoice Report for March 2023
- B. Minutes and Reports
1. Approve Meeting Minutes for March 13, 2023
- C. Other
1. Approve Resolution 1809: 2618 W Fairview Ave, The LOCAL Fairview. Type 2 Participation Agreement with Local Acquisitions, LLC
2. Approve Resolution 1817: West End Water Renewal. Type 4 Participation Agreement with City of Boise Public Works Department
3. Approve Resolution 1810: W. Grove St., Old Boise's Canal and Agricultural Past - Type 4 Participation Agreement with Boise City Department of Arts & History
4. Approve Resolution 1812: 521 W. Grove Street Public Space. Type 4 Participation Agreement with Boise City Department of Arts & History
5. Approve Resolution 1818: 101 S. 27th St., KDP Corporate Headquarters. Type 1 Participation Agreement with Westend Holdings, LLC
6. Approve Resolution 1820: Approve Records Destruction
- V. **ACTION ITEM**
- A. CONSIDER Designation: 617 Ash St., Hayman House Artwork and Interpretive Signage. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History  
.....Karl Woods/Kristen Hill (15 minutes)
- B. CONSIDER Designation: 2426 N. Arthur St., State & Arthur Apartments. Type 3 Transformative Assistance with Pacific West Communities, Inc.....Kevin Holmes (5 minutes)
- C. CONSIDER Resolution 1819: Public Works Construction Contract for Fulton Street Improvements Project  
.....Kassi Brown/Kathy Wanner (5 minutes)
- VI. **ADJOURN**

*This meeting will be conducted in compliance with the Idaho Open Meetings Law and will allow both in-person and virtual attendance. In addition, consistent with the Center for Disease Control COVID-19 guidelines, people with symptoms, a positive test, or exposure to someone with COVID-19 should stay home or wear a mask. 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: 3/1/2023 through 3/31/2023

Payee	Description	Payment Date	Amount
<b>Debt Service:</b>			
<b>Payroll:</b>			
Total Debt Payments:			-
EFTPS - IRS	Federal Payroll Taxes	3/8/2023	16,381.06
Idaho State Tax Commission	State Payroll Taxes	3/8/2023	2,263.00
PERSI	Retirement Payment	3/6/2023	22,424.41
457(b)	Retirement Payment	3/6/2023	1,713.17
CCDC Employees	Direct Deposits Net Pay	3/8/2023	40,421.74
EFTPS - IRS	Federal Payroll Taxes	3/22/2023	16,381.06
Idaho State Tax Commission	State Payroll Taxes	3/22/2023	2,263.00
CCDC Employees	Direct Deposits Net Pay	3/22/2023	40,421.72
PERSI	Retirement Payment	3/20/2023	22,424.41
457(b)	Retirement Payment	3/22/2023	1,713.17
Total Payroll Payments:			166,406.74
<b>Checks and ACH</b>			
Various Vendors	Check and ACH Payments (See Attached)	March 2023	2,279,114.10

Total Cash Disbursements: **\$ 2,445,520.84**

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

Joey Chen

Finance Director

4/3/2023

Date

John Brunelle

Executive Director

4/3/2023

Date

## Report Criteria:

Detail report type printed

Check.Voided = No

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4082	Acme Fast Freight	1600011555	11th & Front garage CAM e	03/01/2023	2,499.23	12839	03/30/2023
Total 4082:					2,499.23		
3838	American Fire Protection L	14526	Weekly Drim Drip Inspectio	02/20/2023	200.00	64344	03/29/2023
		14550	Monthly pump inspection &	02/23/2023	200.00	64344	03/29/2023
		14571	Temporary patch on pipe le	02/28/2023	437.50	64344	03/29/2023
		14612	Weekly Drim Drip Inspectio	03/06/2023	200.00	64344	03/29/2023
		14641	Weekly Drim Drip Inspectio	03/13/2023	200.00	64344	03/29/2023
		14667	Weekly Drim Drip Inspectio	03/17/2023	200.00	64344	03/29/2023
		14680	WO #7985 Replace pipe 3r	03/21/2023	2,405.00	64344	03/29/2023
		14688	WO #7984 Replace pipe 2	03/23/2023	1,535.00	64344	03/29/2023
Total 3838:					5,377.50		
1316	Blue Cross of Idaho	10000613-R0	Health Insurance - Mar 202	03/01/2023	30,483.00	64327	03/01/2023
Total 1316:					30,483.00		
4224	Blueprint Specialties	2023-2630	URD District Maps	03/07/2023	757.04	12840	03/30/2023
Total 4224:					757.04		
1385	Boise City Utility Billing	X1177MAR2	848 Main St # 0447416001	03/01/2023	9.32	12870	03/27/2023
Total 1385:					9.32		
1418	Boise Metro Chamber of C	5818430	Annual Membership Dues	04/01/2023	481.00	12841	03/30/2023
Total 1418:					481.00		
4022	Boxcast Inc	B57F3A3-00	storage fees	01/31/2023	35.04	12842	03/30/2023
		B57F3A3-00	storage fees	02/28/2023	35.67	12842	03/30/2023
Total 4022:					70.71		
3712	Car Park	JAN2023	10th & Front - Grove	01/31/2023	35,263.79	12853	03/31/2023
		JAN2023	9th & Front - City Centre	01/31/2023	45,034.66	12853	03/31/2023
		JAN2023	9th & Main - Eastman	01/31/2023	38,398.38	12853	03/31/2023
		JAN2023	Cap & Main - Cap Terrace	01/31/2023	43,095.58	12853	03/31/2023
		JAN2023	Cap & Myrtle - Myrtle	01/31/2023	39,286.90	12853	03/31/2023
Total 3712:					201,079.31		
1556	Caselle Inc.	122558	Contract support - Mar 202	03/01/2023	866.00	64328	03/01/2023
Total 1556:					866.00		
1595	City of Boise	IL2050	Trash - WS	02/28/2023	179.06	64345	03/29/2023
		IL2050	Trash - RMOB	02/28/2023	363.54	64345	03/29/2023
Total 1595:					542.60		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4116	Civil Survey Consultants In	22018-08	Eisenman Rd. Pedestrian	02/28/2023	5,764.00	12854	03/31/2023
Total 4116:					5,764.00		
3947	Crane Alarm Service	105378	Fire Alarm System - servic	02/17/2023	145.00	64346	03/29/2023
Total 3947:					145.00		
1838	Elam & Burke P.A.	201109	Units 401/102 Civic Partner	02/28/2023	66.50	12855	03/31/2023
		201110	State Street Plan	02/28/2023	157.50	12855	03/31/2023
		201111	River Myrtle Termination	02/28/2023	100.00	12855	03/31/2023
		201112	Block 68	02/28/2023	2,970.55	12855	03/31/2023
		201113	101-0 General	02/28/2023	3,409.45	12855	03/31/2023
		201114	101-0 Legislative	02/28/2023	221.50	12855	03/31/2023
Total 1838:					6,925.50		
3695	Guho Corp.	21044-04	Old Boise Blocks on Grove	02/01/2023	9,106.11	12856	03/31/2023
		220101075-0	Linen Blocks on Grove SS	02/01/2023	131,989.48	12856	03/31/2023
		220101075-0	Linen Blocks on Grove SS	02/01/2023	63,989.18-	12856	03/31/2023
		230101021-0	Linen Blocks on Grove SS	02/28/2023	286,831.55	12856	03/31/2023
Total 3695:					363,937.96		
4115	HDR Engineering Inc	1200502225	Main & Fairview Transit Sta	01/28/2023	862.50	12843	03/30/2023
		1200503705	Main & Fairview Transit Sta	02/28/2023	958.75	12843	03/30/2023
Total 4115:					1,821.25		
3810	Hummel Architects PLLC	10506	ParkBOI-Stairwell Hand Ra	01/01/2023	437.50	12844	03/30/2023
		10507	Parking Garage Membrane	01/01/2023	233.25	12844	03/30/2023
		10778	ParkBOI-Stairwell Hand Ra	01/01/2023	218.75	12844	03/30/2023
Total 3810:					889.50		
2165	Idaho Power	X6607 FEB2	9th St outlets #220040660	02/28/2023	3.51	12838	03/22/2023
		X7995 FEB2	9th & State # 2201627995	02/28/2023	3.51	12837	03/21/2023
Total 2165:					7.02		
2288	Jensen Belts Associates	2105.CD-5	Old Boise Blocks on Grove	01/31/2023	28,481.00	12857	03/31/2023
		2105.CD-6	Old Boise Blocks on Grove	02/28/2023	18,058.39	12857	03/31/2023
		2105.CD-6	Old Boise Blocks on Grove	02/28/2023	29,236.96	12857	03/31/2023
		2114 CA-7	11th Street Bikeway & Stre	01/31/2023	7,567.50	12857	03/31/2023
		2114 CA-7	11th Street Bikeway & Stre	01/31/2023	5,805.00	12857	03/31/2023
		2244-5	521 W Grove Public Space	01/31/2023	13,868.25	12857	03/31/2023
Total 2288:					103,017.10		
2360	Kittelson & Associates Inc.	0133920	5th/6th Two-Way Conversi	01/31/2023	19,004.14	12858	03/31/2023
Total 2360:					19,004.14		
3950	McAlvain Construction Inc.	12101018-1	11th Street Bikeway & Stre	02/28/2023	836,345.58	12859	03/31/2023
		12101018-1	11th Street Bikeway & Stre	02/28/2023	14,112.00-	12859	03/31/2023
		12101018-2	11th Street Bikeway & Stre	02/28/2023	333,505.05	12859	03/31/2023
		12101018-2	11th Street Bikeway & Stre	02/28/2023	83,042.00	12859	03/31/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3950:					1,238,780.63		
2774	Pro Care Landscape Mana	47475	Holiday Lights FY23 10th &	02/28/2023	365.00	12845	03/30/2023
		47476	Landscape Maintenance -	02/28/2023	450.00	12845	03/30/2023
		47477	Holiday Lights FY23 Capita	02/28/2023	168.00	12845	03/30/2023
		47478	Holiday Lights FY23 9th &	02/28/2023	98.00	12845	03/30/2023
		47479	Holiday Lights FY23 9th &	02/28/2023	60.41	12845	03/30/2023
		47479	Holiday Lights FY23 9th &	02/28/2023	77.59	12845	03/30/2023
		47480	Holiday Lights FY23 Capito	02/28/2023	153.00	12845	03/30/2023
Total 2774:					1,372.00		
2798	Quadrant Consulting Inc.	12464	17th Street Improvements	02/25/2023	828.00	12860	03/31/2023
		12465	ID Dept of Labor, 317 W M	02/28/2023	21,729.99	12860	03/31/2023
Total 2798:					22,557.99		
2801	Quality Electric Inc.	23251-2	ParkBOI EV Charging Stati	02/28/2023	40,828.02	12861	03/31/2023
Total 2801:					40,828.02		
3896	Rim View LLC	MAR2023	Monthly Rent - Trailhead M	03/01/2023	15,707.50	64329	03/01/2023
Total 3896:					15,707.50		
4079	SafeGuard Business Syste	035255158	Parking Deposit Slips	02/01/2023	325.08	64347	03/29/2023
Total 4079:					325.08		
3796	Scheidt & Bachmann USA I	50351	Jan 2023 Merchant Fees	01/31/2023	871.58	12846	03/30/2023
		50481	Feb 2023 Merchant Fees	02/28/2023	952.08	12846	03/30/2023
Total 3796:					1,823.66		
3542	Security LLC - Plaza 121	MAR2023	Office rent	03/01/2023	14,145.00	64330	03/01/2023
Total 3542:					14,145.00		
3985	SemaConnect	NWS-230313	One Year Network Service	03/05/2023	1,440.00	12847	03/30/2023
Total 3985:					1,440.00		
3974	Stability Networks Inc.	44045	Dell PowerEdge R440 serv	02/28/2023	3,816.58	12862	03/31/2023
		44079	M365 Apps for Business	02/28/2023	442.30	12862	03/31/2023
		44079	Azure Active Directory Pre	02/28/2023	6.00	12862	03/31/2023
		44079	Cisco Subscription	02/28/2023	5.84	12862	03/31/2023
		44079	Cloud Backup	02/28/2023	495.00	12862	03/31/2023
		44079	Exchange Online	02/28/2023	32.00	12862	03/31/2023
Total 3974:					4,797.72		
4217	Steelman Plumbing LLC	04124	garage drain	02/01/2023	695.00	64348	03/29/2023
Total 4217:					695.00		
4109	Syringa Networks LLC	20339 MAR2	internet & data - Mar 2023	03/01/2023	652.70	12848	03/30/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4109:					652.70		
3831	The Land Group Inc.	0149682	Fulton Street Improvement	02/28/2023	5,355.00	12863	03/31/2023
Total 3831:					5,355.00		
4074	The Potting Shed	21713	Interior Plant Maint.	02/28/2023	65.00	64349	03/29/2023
Total 4074:					65.00		
3170	Treasure Valley Coffee Inc	2160.088566	Cooler Rental	02/14/2023	106.00	12849	03/30/2023
		2160:089468	Water & Cooler Rental	03/14/2023	106.00	12849	03/30/2023
Total 3170:					212.00		
3233	United Heritage	02014-001 M	Disability insurance - Mar 2	03/01/2023	1,781.78	64350	03/29/2023
Total 3233:					1,781.78		
3835	US Bank - Credit Cards	2.27.23	Crime Insurance	02/27/2023	737.00	12836	03/13/2023
		2.27.23	Voice, Data & webhosting	02/27/2023	240.54	12836	03/13/2023
		2.27.23	Office supplies	02/27/2023	1,424.24	12836	03/13/2023
		2.27.23	computer & software suppli	02/27/2023	890.09	12836	03/13/2023
		2.27.23	Dues & Subscriptions	02/27/2023	1,305.00	12836	03/13/2023
		2.27.23	Personnel Training (Local)	02/27/2023	210.00	12836	03/13/2023
		2.27.23	Local meetings	02/27/2023	456.67	12836	03/13/2023
		2.27.23	Professional Services Gen	02/27/2023	193.99	12836	03/13/2023
		2.27.23	New kitchen floors	02/27/2023	1,184.29	12836	03/13/2023
		2.27.23	11th Street	02/27/2023	620.43	12836	03/13/2023
		2.27.23	521 Grove St.	02/27/2023	4.90	12836	03/13/2023
		2.27.23	Banking & Merchant Fees	02/27/2023	87.90	12836	03/13/2023
Total 3835:					7,355.05		
3242	Veolia (Suez Water Idaho)	0025FEB23	437 S 9th St irri #06006688	02/28/2023	30.73	12866	03/27/2023
		2853FEB23	Eastman office #06000337	02/28/2023	55.50	12867	03/27/2023
		4259FEB23	516 S 9th St irri #06006391	02/28/2023	30.73	12869	03/27/2023
		8504FEB23	Grove & 10th #060035756	02/28/2023	52.22	12868	03/27/2023
Total 3242:					169.18		
4196	Visionkit Studio, LLC	BA29B9E5-0	Agency Photography 2022-	03/13/2023	2,400.00	12850	03/30/2023
Total 4196:					2,400.00		
3365	Westerberg & Associates	267	Legislative Advisement Ser	02/28/2023	5,000.00	12864	03/31/2023
Total 3365:					5,000.00		
3998	Western Records Destructi	0631043	Records Destroyed	02/28/2023	48.00	12851	03/30/2023
Total 3998:					48.00		
3374	Western States Equipment	IN002300744	Bldg 8 generator maintena	02/14/2023	526.41	64351	03/29/2023
		IN002315326	Bldg 8 fire pump maintena	02/28/2023	303.61	64351	03/29/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3374:					830.02		
3990	Xerox Corporation	018371924	Copier Lease	02/28/2023	253.90	12852	03/30/2023
Total 3990:					253.90		
4132	Zayo Group LLC	030956 MAR	11th Street Fiber Undergro	03/01/2023	168,750.00	12865	03/31/2023
Total 4132:					168,750.00		
3967	Zions Bank	2022 MAINT	9th & Main Maint Exp Reco	03/31/2023	91.69	64352	03/29/2023
Total 3967:					91.69		
Grand Totals:					2,279,114.10		

## Report Criteria:

Detail report type printed

Check.Voided = No

MINUTES OF MEETING  
BOARD OF COMMISSIONERS  
CAPITAL CITY DEVELOPMENT CORPORATION  
Board Room, Fifth Floor, 121 N. 9<sup>th</sup> Street  
Boise, ID 83702  
March 13, 2023

**I. CALL TO ORDER:**

Chair Haney Keith convened the meeting with a quorum at 12:00 p.m.

Roll Call attendance taken:

Present: Commissioner John Stevens, Commissioner Rob Perez, Commissioner Ryan Erstad, Commissioner Lauren McLean, Commissioner Alexis Townsend, Commissioner Danielle Hurd, Commissioner Holli Woodings and Commissioner Haney Keith.

Absent: Commissioner Todd Cooper.

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Zach Piepmeyer, P.E., Parking & Mobility Director; Jordyn Neerdaels, Communication Manager; Joey Chen, Finance & Administration Director; Kevin Holmes, Project Manager – Property Development; Kassi Brown, Project Manager; Mary Watson, General Counsel; Sandy Lawrence Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

**II. ACTION ITEM: AGENDA CHANGES/ADDITIONS:**

There were no changes or additions made to the agenda.

**III. ACTION ITEM: CONSENT AGENDA**

**A. Expenses**

1. Approve Paid Invoice Report for February 2023

**B. Minutes and Reports**

1. Approve Meeting Minutes for February 13, 2023
2. Approve Special Meeting Minutes for February 23, 2023

**C. Other**

1. Approve Resolution 1816: 1522 W. State St., 16<sup>th</sup> & State. Type 2 Participation Agreement with 1522 W State St., LLC
2. FY2023 Q1 Financial Report (Unaudited)

Commissioner Perez made a motion to approve the consent agenda.

Commissioner Townsend seconded the motion.

Roll Call:

Commissioner Hurd - Aye  
Commissioner Townsend - Aye  
Commissioner Stevens - Aye  
Commissioner Perez - Aye

Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Woodings - Aye  
Commissioner Haney Keith - Aye

The motion carried 8 - 0.

#### **IV. ACTION ITEM**

##### **A. CONSIDER: 2022 Annual Report**

Jordyn Neerdaels, Communication Manager, gave a report.

##### **B. PUBLIC COMMENT: 2022 Annual Report**

Chair Haney Keith opened the meeting to public comments on the annual report at 12:39 p.m.

There being no one from the public to provide comment, Chair Haney Keith closed the public comments at 12:40 p.m.

Commissioner Erstad moved to approve the 2022 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.

Commissioner Hurd seconded the motion.

Roll Call:

Commissioner Hurd - Aye  
Commissioner Townsend - Aye  
Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Woodings - Aye  
Commissioner Haney Keith - Aye

The motion carried 8 - 0.

##### **C. CONSIDER: Resolution 1813: Trailhead. Amendment No. 2 to the Entrepreneurship Consulting Agreement with the City of Boise and Actuate Boise, Inc.**

Mary Watson, General Counsel, gave a report.

Commissioner Woodings moved to adopt Resolution 1813 approving Amendment No. 2 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc., for the professional services commonly known as Trailhead. Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Hurd - Aye  
Commissioner Townsend - Aye



Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Woodings - Aye  
Commissioner Haney Keith - Aye

The motion carried 8 - 0.

**D. CONSIDER: Resolution 1814: 500 S. 8th St., Trailhead. Renewal of Commercial Lease Agreement with Rim View LLC**

Mary Watson, General Counsel, gave a report.

Commissioner Hurd moved to adopt Resolution 1814 approving renewal of the Lease of 500 S. 8th Street from Rim View LLC for one year.

Commissioner Townsend seconded the motion.

Roll Call:

Commissioner Hurd - Aye  
Commissioner Townsend - Aye  
Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Woodings - Aye  
Commissioner Haney Keith - Aye

The motion carried 8 - 0.

**E. CONSIDER: Resolution 1815: 8th St. Streetscape and Bike Facility Improvements, State St. to Franklin St. Task Order 19-006 for Professional Design Services with Kittelson & Associates, Inc.**

Zach Piepmeyer, P.E., Parking & Mobility Director, gave a report.

Commissioner Perez moved to adopt Resolution 1815 approving and authorizing the execution of Task Order 19-006 with Kittelson & Associates, Inc., for Professional Design Services on the 8th Street Streetscape and Bike Facility Improvements, State St. to Franklin St. Project.

Commissioner McLean seconded the motion.

Roll Call:

Commissioner Hurd - Aye  
Commissioner Townsend - Aye  
Commissioner Stevens - Aye  
Commissioner Perez - Aye

Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Woodings - Aye  
Commissioner Haney Keith - Aye

The motion carried 8 - 0.

**F. CONSIDER: 1011 W. Grove St., Marriott AC/Element Hotel. Type 4 Capital Improvement Project Coordination with Pennbridge Lodging**

Kevin Holmes, Project Manager – Property Development, gave a report.

Commissioner Erstad recused himself from discussion and the vote due to being on the architectural project team.

Commissioner Perez moved to direct staff to negotiate a final Type 4 Participation Agreement with Pennbridge BL19, LLC for future board approval.

Commissioner Stevens seconded the motion.

Roll Call:

Commissioner Hurd - Aye  
Commissioner Townsend - Aye  
Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Abstain  
Commissioner McLean - Aye  
Commissioner Woodings - Aye  
Commissioner Haney Keith - Aye

The motion carried 7 - 0 - 1.

**G. CONSIDER: 1110 W. River St., 11th & River. Type 2 General Assistance with deChase Miksis**

Kevin Holmes, Project Manager – Property Development, gave a report.

Commissioner McLean moved to direct staff to negotiate a final Type 2 Participation Agreement with River Street BE, LLC for future board approval.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Hurd - Aye  
Commissioner Townsend - Aye  
Commissioner Stevens - Aye  
Commissioner Perez - Aye  
Commissioner Erstad - Aye  
Commissioner McLean - Aye  
Commissioner Woodings - Aye

Commissioner Haney Keith - Aye

The motion carried 8 - 0.

**H. CONSIDER: 101 S. 27th St., KDP Corporate Headquarters. Type 1 One-Time Assistance with Westend Holdings, LLC**

Kassi Brown, Project Manager, gave a report.

Commissioner Stevens recused himself from discussion and the vote as TOK is working on marketing the space.

Commissioner Erstad recused himself from discussion and the vote due to being on the architectural project team.

Commissioner Woodings moved to direct staff to negotiate a final Type 1 Participation Agreement with Westend Holdings, LLC for future board approval.

Commissioner Perez seconded the motion.

Roll Call:

Commissioner Hurd - Aye

Commissioner Townsend - Aye

Commissioner Stevens - Abstain

Commissioner Perez - Aye

Commissioner Erstad - Abstain

Commissioner McLean - Aye

Commissioner Woodings - Aye

Commissioner Haney Keith - Aye

The motion carried 6 - 0 - 2.

**V. MEETING ADJOURNMENT**

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

The meeting was adjourned at 12:51 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 10th DAY OF APRIL 2023.

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Latonia Haney Keith, Chair

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Lauren McLean, Secretary



## AGENDA BILL

<b>Agenda Subject:</b> Approve Resolution 1809: 2618 W Fairview Ave, The LOCAL Fairview. Type 2 Participation Agreement with Local Acquisitions, LLC		<b>Date:</b> April 10, 2023
<b>Staff Contact:</b> Kevin Holmes, Project Manager	<b>Attachments:</b> 1) Resolution #1809 2) Type 2 Agreement	
<b>Action Requested:</b> Adopt Resolution 1809 approving the Type 2 Participation Agreement with LOCAL Acquisitions, LLC and authorizing the Executive Director to execute the agreement.		

### Background:

The LOCAL Fairview is a planned mixed-use development comprised of a seven-story building with a total of 271 residential units and approximately 8,500 square feet of commercial space. The project encompasses 1.4 acres at the northeast corner of Fairview Avenue and 27th Street and lies within the 30th Street Urban Renewal District. The development will take the place of an existing car rental lot and a motel built in 1960. The existing Capri Restaurant on site will be preserved and has been incorporated into the design of the project.

This mixed-use project is being developed by Subtext, a St. Louis-based developer of with a track record of successful partnership with the Agency. Most recently, the company has partnered with the Agency on the LOCAL Boise, a comparable project located in the River-Myrtle / Old Boise District which is scheduled to be completed this year.

The public improvements eligible for CCDC funding include streetscapes along Fairview Ave and 27th St. These will include eight-foot-wide sidewalks, street trees, suspended paving systems, bioretention planters, streetlights, and landscaping. The project will also reconstruct an approximately 240-foot public alley along the north side of the project. The combined alley and streetscape costs are estimated at \$462,871.

Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber and phone lines, and the expansion of the sewer mainline. As part of the sewer upgrades, Subtext will construct an approximately 870-foot-long section of 15-inch sewer line from the northern edge of the property to the intersection of 25th and Idaho streets to the northeast. This line is a key component of the City's and CCDC's West End Water Renewal initiative which is upgrading the entire area's substandard infrastructure to serve this quickly redeveloping part of town. This section of pipe will eventually be connected to a new force main being built by the City and will serve all existing and future developments in the surrounding 125 acres. Since the project was designated in October, the developer has continued to work with the Public Works Department on the requirements of this mainline and rebid these based on these updates. This resulted in a

\$184,212 increase in estimated costs from October for the sewer line. Altogether, the public utility work associated with the LOCAL Fairview is estimated to cost \$1,064,212.

The project received Design Review approval in July of this year, and in October the CCDC Board approved the designation of the project as a Type 2 Participation Program. The developer plans to begin construction this summer with an estimated completion of June 2025. A final review of the project scorecard shows that it will score 183 points putting it in the Level A Reimbursement category. Level A scoring allows the project to receive 80% of its tax increment generated for up to four years. This project meets the requirements of the Type 2 Program and promotes CCDC and City objectives to bring more housing options to downtown Boise.

**Project Summary:**

- 2618 W Fairview Ave
- 271 residential units
- 8,500 square feet of ground floor commercial space
- \$81 million Total Development Costs
- \$1.6 million Estimated Eligible Expenses

**Timeline:**

- July 2022 – Design Review Approval
- Sept 2022 – Applied for Participation
- Oct 2022 – Type 2 Designation
- **TODAY** – Type 2 Agreement Approval
- Summer 2023 – Construction begins
- Summer 2025 – Construction completes

**Fiscal Notes:**

The project has estimated Eligible Expenses of \$1,608,687 which serves as the not-to-exceed amount in the Type 2 Agreement. Based on CCDC's Tax Increment generation equation, the Agency estimates that the project will generate \$412,110 annually beginning in FY 2026. The reimbursement for Eligible Expenses will be 80% this number annually, approximately \$329,688 per year, until the not-to-exceed amount in the contract has been met or the four-year reimbursement term has finished.

**Estimated Reimbursement Payments:**

1) September 2027	\$ 329,688
2) September 2028	\$ 329,688
3) September 2029	\$ 329,688
4) September 2030	\$ 329,688
<b>TOTAL</b>	<b>\$ 1,318,753</b>

Upon approval of a contract, the Agency will include the project in the upcoming Five-Year CIP amendment for FY23-27 for the 30th Street Urban Renewal District.

**Staff Recommendation:**

Adopt Resolution # 1809.

**Suggested Motion:**

I move to adopt Resolution 1809 approving the Type 2 Participation Agreement with LOCAL Acquisitions, LLC and authorizing the Executive Director to execute the agreement.

## RESOLUTION NO. 1809

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND LOCAL ACQUISITIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR SPECIFIED PUBLIC IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; 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 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 30<sup>th</sup> 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, Local Acquisitions, LLC, is a Delaware Limited Liability Company that owns or controls certain real property addressed as 2618 West Fairview Avenue, Boise, Idaho, that it plans to develop as a mixed-use development comprised of a seven-story building with a total of 271 residential units and approximately 8,500 square feet of commercial space (the "Project"), all of which is located in the 30<sup>th</sup> Street Urban Renewal District Economic Development District as created by the 30<sup>th</sup> Street Urban Renewal District Plan; and,

WHEREAS, Local Acquisitions, LLC intends to improve streetscapes along Fairview Avenue and 27<sup>th</sup> Street, reconstruct approximately 240 feet of public alley along the north side of the project, upgrade and underground power lines, install new underground fiber and phone lines, and expand the sewer mainline; and,

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

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

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 General Assistance Participation Agreement with Local Acquisitions, LLC; 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 Type 2 General Assistance Participation Agreement with Local Acquisitions, LLC, 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 sign and enter into the Type 2 Agreement with Local Acquisitions, LLC and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 10, 2023, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 10, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 10, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

BY: \_\_\_\_\_  
Lauren McLean, Secretary



## TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho (“CCDC”), and Local Acquisitions, LLC, a Delaware Limited Liability Company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually as a “Party.”

### RECITALS

A. The CCDC Board of Commissioners has adopted the CCDC Downtown Districts Participation Program Policy wherein CCDC can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area (the “Eligible Expenses”).

B. Participant owns or controls certain real property addressed as 2618 West Fairview Avenue, Boise, Idaho (the “Project Site”), which is more accurately depicted on attached **Exhibit A**.

C. Participant plans to construct on the Project Site mixed-use development comprised of a seven-story building with a total of 271 residential units and approximately 8,500 square feet of commercial space. The Project is depicted on attached **Exhibit B**. The Project is located in the 30<sup>th</sup> Street Urban Renewal District (“30<sup>th</sup> Street”) as defined by Urban Renewal Plan for the 30<sup>th</sup> Street Urban Renewal District Economic Development District Project Area (the “Plan”). Under the provisions of the Plan, CCDC may enter into cooperative agreements to achieve the objectives of an urban renewal plan. The Project will contribute to enhancing and revitalizing the 30<sup>th</sup> Street District.

D. As part of the Project, Participant intends to improve streetscapes along Fairview Avenue and 27<sup>th</sup> Street. Improvements will include eight-foot-wide sidewalks, street trees, suspended pavement systems, bioretention planters, streetlights, and landscaping. The Project also will involve reconstruction of an approximately 240-foot public alley along the north side of the project. Project utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber and phone lines, and the expansion of the sewer mainline. As part of the sewer upgrades, Participant will construct an approximately 870-foot-long section of 15-inch sewer line from the northern edge of the property to the intersection of 25<sup>th</sup> Street and Idaho Street to the northeast. This line is a key component of the City’s and CCDC’s West End Water Renewal Plan which is upgrading the entire area’s substandard infrastructure to serve this quickly redeveloping part of town. This section of pipe will eventually be utilized as a segment of the required force main serving all existing and future developments in the surrounding 125 acres.



E. The Project meets the requirements of the Type 2 Participation Program and also promotes a CCDC objective to improve public infrastructure to attract new investment and encourage the best use of property. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**. The cost estimates for the Eligible Expenses are attached on **Exhibit D**.

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

### **I. EFFECTIVE DATE AND TERM**

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete. Participant must reach Completion of the Project and the Public Improvements by June 30, 2026. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single one-hundred-eighty (180) day extension to the June 30, 2026, construction completion deadline may be granted upon written approval by CCDC.

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

### **II. SUBJECT OF AGREEMENT**

#### **A. Recitals, Purpose of This Agreement**

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

#### **B. Parties to This Agreement**

##### **1. CCDC**

CCDC is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act"). The office of CCDC is located at 121 N. 9th Street, Suite 501, Boise, Idaho 83702. "CCDC" as used herein, includes the Capital City Development Corporation and its successors and assigns.

## 2. Participant

Participant is Local Acquisitions, LLC, a Limited Liability Company formed in Delaware. The principal address of Participant is 3000 Locust Street, St. Louis, Missouri 63103.

The Registered Agent for Participant:

Givens Pursley LLP  
Attn: Elizabeth A. Koeckeritz  
601 W. Bannock St.  
Boise, Idaho 83702

“Participant,” as used herein, includes Local Acquisitions, LLC and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an “owner participant” or “participant” as those terms are used in the Plan.

### C. The Project

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

The current total assessed value of the Site, as determined by the Ada County Assessor, is THREE MILLION SIX HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$3,628,500) for tax year 2022.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be EIGHTY-TWO MILLION DOLLARS (\$82,000,000) (the “Estimated Value”).

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

### D. Participation Program

Based on the 30<sup>TH</sup> Street Participation Program Scorecard, the Participant is eligible to receive 80% of the tax increment the project generates as reimbursement for Eligible Expenses over a period up to 4 (four) years until the Actual Eligible Expenses have been repaid, limited to the not to exceed amount indicated in Section III E.

If Participant materially changes the Project contemplated in the application submitted to CCDC on September 21, 2022 (the “Application”), CCDC reserves the right to re-evaluate the Project. Depending on the changes made by Participant to the Project, CCDC may find the Project is no longer eligible for assistance under the Participation Program.

### III. IMPROVEMENT OF THE SITE AND CCDC'S PARTICIPATION

#### A. Cost of Construction

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

#### B. CCDC, City, and Other Governmental Entity Permits

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

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

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

#### C. Public Improvements

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

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

#### D. Construction of Public Improvements

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

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

warranted for two (2) years from the date of substantial completion, and Participant acknowledges that it will be liable for any breach of this warranty. This warranty shall survive the termination or expiration of this Agreement.

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be ONE MILLION SIX HUNDRED AND EIGHT THOUSAND SIX HUNDRED AND EIGHTY-SEVEN DOLLARS (\$1,608,687) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and Public Improvements are complete.
2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.
3. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, asphalt, streetlights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
5. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete

whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.

7. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development, and provide documentation that the interest has been waived.
8. Additional documentation or clarifications may be required and requested by CCDC.
9. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

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

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

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

G. Reimbursement Schedule

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

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC.

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

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

value on the Primary Roll. Property tax payments are due in December and June for the Primary Roll.

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

The anticipated timeline for this project is as follows:

Reimbursement	Project Completion	Assessment	Assessment Type	Taxes Due	Reimbursement Paid
#1	June 2025	January 2026	Primary Roll	Dec. 2026 & June 2027	September 2027
#2	NA	January 2027	Primary Roll	Dec. 2027 & June 2028	September 2028
#3	NA	January 2028	Primary Roll	Dec. 2028 & June 2029	September 2029
#4	NA	January 2029	Primary Roll	Dec. 2029 & June 2030	September 2030

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

Estimated Assessed Value*	\$ 65,600,000
2022 Assessed Value	(\$ 3,628,500)
Subtotal	\$ 61,971,500
X Levy Rate (0.00665)	\$ 412,110
X 80% (Level A Reimbursement Rate)	\$ 329,688
Estimated Reimbursement Payments	

1) September 2027	\$ 329,688
2) September 2028	\$ 329,688
3) September 2029	\$ 329,688
4) September 2030	\$ 329,688
<b>Total</b>	<b>\$ 1,318,753</b>

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

Participant anticipates that redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Participant during the Reimbursement Period. **If the CCDC Reimbursement is not fully reimbursed by up to 4 (four) annual payments, CCDC will not be obligated to make any additional payments.**

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

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

#### H. CCDC Reimbursement Assignable

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

#### I. Subordination of Reimbursement Obligations

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

#### J. Indemnification

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

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

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

K. Insurance

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

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

L. Antidiscrimination During Construction

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



be deemed grounds for cancellation, termination, or suspension of the Agreement by CCDC, in whole or in part.

M. Maintenance

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

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

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through 2033.

B. Local, State and Federal Laws

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

C. Taxes

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

1. Taxes Generally

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

2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2033. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

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

**V. DEFAULTS, REMEDIES, AND TERMINATION**

A. Defaults in General

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

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

## **VI. GENERAL PROVISIONS**

### **A. Notices, Demands, and Communications Between the Parties**

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

### **B. Conflicts of Interest**

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

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

### **C. Non-Liability of CCDC Officials and Employees**

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

### **D. Successors and Assigns**

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

### **E. Attorney Fees and Costs**

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

### **F. Severability**

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

### **G. Headings**

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

#### H. Counterparts

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

#### I. Forced Delay; Extension of Times of Performance

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

#### J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

L. Anti-Boycott Against Israel Certification

In accordance with Idaho Code Section 67-2346, 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.

**VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS**

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

**VIII. ENTIRE AGREEMENT**

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

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

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

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

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

**Capital City Development Corporation ("CCDC")**

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Brunelle, Executive Director

**Local Acquisitions, LLC ("Participant")**  
a Delaware Limited Liability Corporation, by its manager  
Brandt Stiles

\_\_\_\_\_  
Apr 3, 2023

Date

*Brandt Stiles*  
Brandt Stiles (Apr 3, 2023 16:40 CDT)

\_\_\_\_\_  
Brandt Stiles, Manager

## **Exhibit A: Legal Description**

[Exhibit appears on the following page.]





2618 W. Fairview Ave.  
R9323500970

2600 W. Fairview Ave.  
R2734252070

2608 W. Fairview Ave.  
R9323500990



## **Exhibit B: Project Depiction and Renderings**

[Exhibit appears on the following page.]





view of SE corner from Fairview





PERSPECTIVES

view of SW corner from 27th Street





view of NW corner from 27th Street



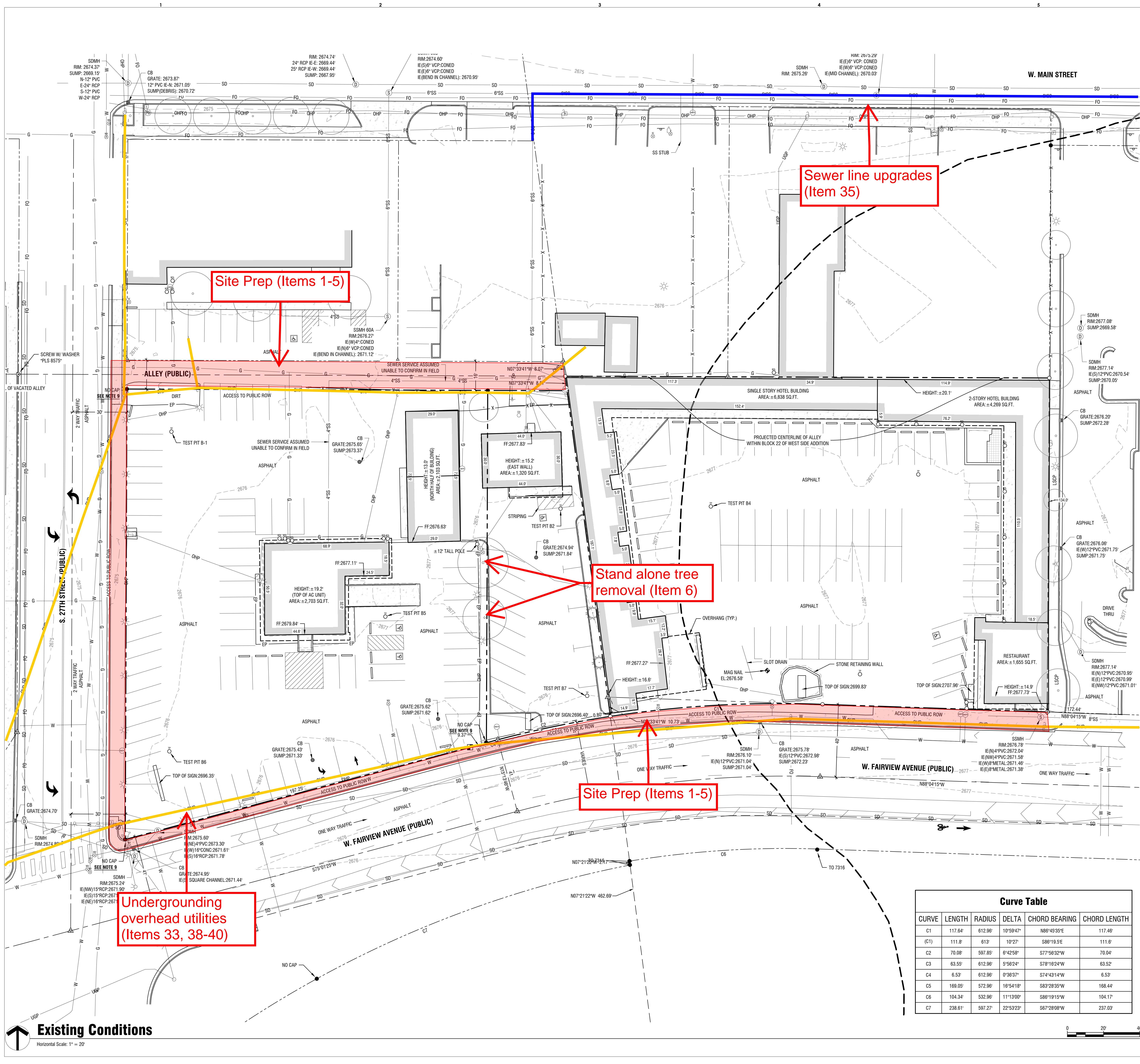


## **Exhibit C: Public Improvement Plans**

[Exhibit appears on the following page.]



1 2 3 4 5 6



**Sheet Notes:**

- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS. THE SURVEYOR MAKES NO GUARANTEE OF THE ACCURACY OF LOCATION OF UNDERGROUND UTILITIES.
- THE BASIS OF BEARING OF THIS MAP IS GRID NORTH ON THE IDAHO STATE PLANE COORDINATES SYSTEM (NAD 83), WEST ZONE. AS DETERMINED BY GLOBAL POSITIONING SYSTEMS METHODS. ANY DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

**Legend:**

- FOUND BRASS CAP MONUMENT
- FOUND 5/8" REBAR, AS SHOWN
- FOUND 1-1/4" COPPER DISC MONUMENT PLS 12720
- FOUND MAG NAIL
- FOUND HIGHWAY MONUMENT
- 5/8"x24" REBAR W/PLASTIC CAP \*PLS 7880" TO BE SET
- 1/2"x24" REBAR W/PLASTIC CAP \*PLS 7880" TO BE SET
- TEMPORARY BENCHMARK
- CALCULATED POINT, NOTHING FOUND OR SET
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- STORM DRAIN MANHOLE
- RECTANGULAR INLET
- ROUND INLET
- SANITARY SEWER MANHOLE
- CLEAN OUT
- PRESSURE IRRIGATION VALVE
- GAS METER
- GAS SIGN
- POWER POLE
- GUY WIRE
- STREET LIGHT
- ELECTRIC BOX
- ELECTRIC METER
- TELEPHONE RISER
- SIGNAL MAST
- SIGNAL RISER
- ADA SYMBOL
- BOLLARD
- TEST PIT
- LANDSCAPING
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- ROADWAY CENTERLINE
- EDGE OF PAVEMENT
- FENCE LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- WATER LINE
- OVERHEAD POWER LINE
- UNDERGROUND POWER LINE
- UNDERGROUND TELEPHONE LINE
- GAS LINE
- FIBER OPTICS LINE
- CONCRETE AREA
- CURB AND GUTTER
- EXISTING BUILDING
- EXISTING GROUND CONTOUR

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**LOCAL Boise : Fairview**  
27th & Fairview, Boise, Idaho

NOT FOR CONSTRUCTION

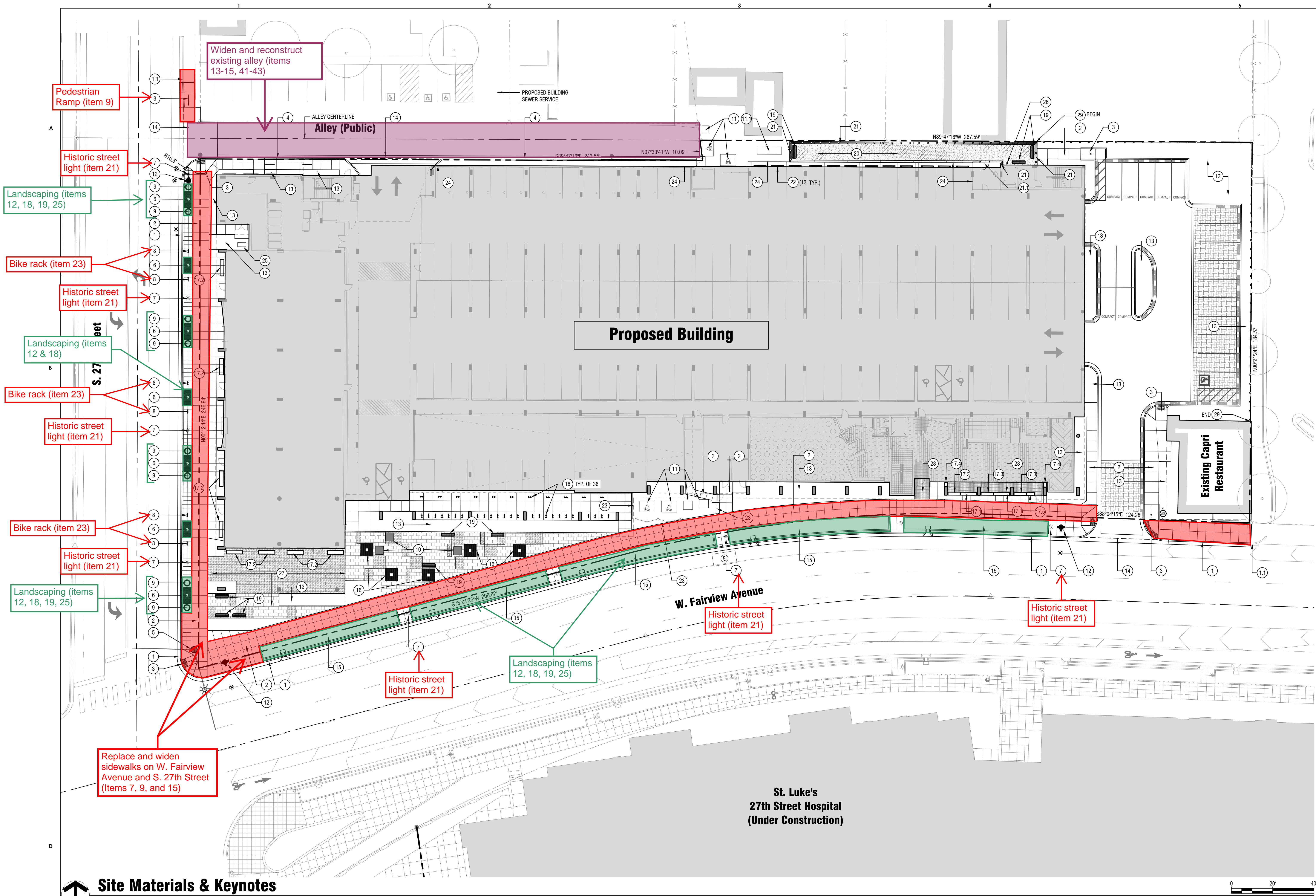
contents:  
Existing Conditions

design: CD IFP  
date: 2022.10.28  
project: 121157.00

**C0.10**

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	117.64'	612.96'	10°59'47"	N86°45'35"E	117.46'
(C1)	111.8'	613'	10°27'	S86°19'5"E	111.6'
C2	70.08'	597.85'	6°42'58"	S77°56'32"W	70.04'
C3	63.55'	612.96'	5°56'24"	S78°16'24"W	63.52'
C4	6.53'	612.96'	0°36'37"	S74°43'14"W	6.53'
C5	169.05'	572.96'	16°54'18"	S63°28'35"W	168.44'
C6	104.34'	532.96'	11°13'00"	S86°19'15"W	104.17'
C7	238.61'	597.27'	22°53'23"	S67°28'08"W	237.03'





- Sheet Notes:**
- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS.
  - REFER CLOSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LAYOUT ITEMS.
  - ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEMENT, EDGE OF FOUNDATION, EDGE OF WALLS OR CENTER OF POST.
  - PROVIDE JOINTS AS SHOWN ON PLANS. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.

- Keynotes:**
- CURB AND GUTTER
    - EXISTING CURB AND GUTTER TO BE RETAINED
  - CONCRETE SIDEWALK PER DETAIL 2/C2.50 (ONSITE) OR PER ACHD SUP SD-709 AT STREET FRONTS.
  - PEDESTRIAN RAMP
  - 6-IN VERTICAL CURB (NO GUTTER) PER ISPMC SD-701A.
  - EXISTING TRAFFIC SIGNAL POLE TO BE RETAINED.
  - CITY OF BOISE STANDARD TREE GRATE PER DETAIL 1/C2.52. TYPE "KIVA" CAST IRON WITH NATURAL RAW FINISH BY URBAN ACCESSORIES. SIZE: 4' X 8', ADA COMPLIANT. SILVA CELL DRAINAGE SYSTEM BELOW.
  - CITY OF BOISE STANDARD HISTORIC STREET LIGHT PER DETAIL 3/C2.52.
  - CITY OF BOISE STANDARD BIKE RACK PER DETAIL 9/C2.52.
  - SANDSTONE OR PRECAST SEAT BLOCK PER DETAIL 9/C2.52.
  - PROPOSED IDAHO POWER TRANSFORMERS / CABINETS. REFER TO SHEET C4.00.
  - GENERATOR PER ELECTRICAL.
  - EXISTING / PROPOSED FIRE HYDRANT
  - LANDSCAPE PLANTING AREA. SEE DETAIL LANDSCAPE PLAN.
  - VALLEY GUTTER PER ACHD SUP SD-708.
  - BIORETENTION PLANTER. SEE DETAIL 1 & 2/C2.51.
  - TREE GRATE PER DETAIL 5/C2.52. OR APPROVED EQUAL.
  - PLANTER PER DETAIL 6/C2.52. OR APPROVED EQUAL.
    - 8'L x 18"W x 24"H.
    - 8'L x 3"W x 24"H.
    - 6'L x 18"W x 24"H.
    - 2'L x 18"W x 24"H.
    - 4'L x 18"W x 24"H.
  - BIKE RACK PER DETAIL 7/C2.52. OR APPROVED EQUAL.
  - BENCH PER DETAIL 8/C2.52. OR APPROVED EQUAL.
  - SYNTHETIC TURF AT DOG RUN PER DETAIL 11/C2.50.
  - 5-FT METAL FENCE AND CONCRETE CURB AT DOG RUN PER DETAIL 10 & 11/C2.50.
    - 4-FT WIDE GATE.
  - PRECAST CONCRETE WHEEL STOP.
  - ARCHITECTURAL METAL SCREEN AND GATES PER ARCHITECT'S PLANS.
  - SCREEN FENCE PER ARCHITECT.
  - IRRIGATION BACK FLOW PREVENTION DEVICE. SEE IRRIGATION PLAN SHEET L2.00.
  - PET STATION PER DETAIL 10/C2.52. OR APPROVED EQUAL.
  - INSTALL PAVERS UNDER BUILDING CANOPY PER DETAIL 7, SHEET C.250.
  - DECORATIVE PAVERS ON CONCRETE SUBSLAB AT BUILDING ENTRY AND PATIO PER ARCHITECT.
  - 5-FT METAL FENCE PER DETAIL 10/C2.50. FOOTINGS SIMILAR TO BOLLARD DETAIL 9/C2.50.

- Legend:**
- PERMEABLE PAVEMENT: PERMEABLE MISSION BY BELGARD, OR APPROVED EQUAL. COLOR: POSTANO. REFER TO DETAIL 3, SHEET C2.50.
  - PERMEABLE PAVEMENT: 'SF RIMA' BY BELGARD, OR APPROVED EQUAL. COLOR: TAN CHARCOAL. REFER TO DETAIL 3, SHEET C2.50.
  - PERMEABLE PAVEMENT: 'SF RIMA' BY BELGARD, OR APPROVED EQUAL. COLOR: LAMP BLACK. REFER TO DETAIL 3, SHEET C2.50.
  - 6-IN VERTICAL CURB WITH REVERSE GUTTER PER DETAIL 8/C2.50
  - 6-IN VERTICAL CURB & GUTTER PER ACHD SUP SD-701

issue for review:  
issue for pricing:  
issue for construction:  
revisions:  
mark date description

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contact@modusstudio.com

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Eagle, ID 83616  
(208) 939-4041

**LOCAL Boise : Fairview**  
27th & Fairview, Boise, Idaho

**NOT FOR CONSTRUCTION**

contents:  
Site Materials & Keynotes

design: CD IFP  
date: 2022.10.28  
project: 121157.00

C2.00





## **Exhibit D: Schedule of Eligible Expenses Estimate**

[Exhibit appears on the following page.]

# CCDC Participation Program

## Type 2 Eligible Costs Application Form

Actual Eligible Costs To Be Determined by CCDC

Project Name: LOCAL Fairview

Plan Date: 10/28/2022

By: modus studio & The Land Group

### STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
<b>SITE PREPARATION:</b>					
1	Surface demolition	SY	\$ 10.00	1,533	\$ 15,333
2	Asphalt demolition				w/ Surface Demo
3	Curb and gutter demolition	LF	\$ 10.00	819	\$ 8,190
4	Saw Cut				Inc Above
5	Replace subbase	SY	\$ 10.00	1,533	\$ 15,333
6	Stand alone tree removal	EACH	\$ 2,000	2	\$ 4,000
<b>SEWAGE WORK:</b>					
7	Scored concrete sidewalk	SF	\$ 7.50	8,841	\$ 66,308
8	Concrete plank pavers				N/A
9	Pedestrian ramps w/ Truncated Domes	SUM	\$ 2,500	5	\$ 12,500
10	Concrete driveways and catchbasins				Inc Above
11	Lawn parkway				N/A
12	Irrigation / Silva Cells	SUM	\$ 144,627	1	\$ 144,627
<b>OTHER:</b>					
13	Asphalt repair	SUM	\$ 10,000	1	\$ 10,000
14	Concrete curb cut				w/ Site Prep
15	Vertical curb and gutter (6")	LF	\$ 50.00	819	\$ 40,950
16	Meyers Cabinet				N/A
17	Water meter				N/A
<b>SITUATIONAL FURNISHINGS:</b>					
18	Street trees	EACH	\$ 500	37	\$ 18,500
19	Additional landscape planting	SUM	\$ 20,000	1	\$ 20,000
20	Trench drain cover				N/A
21	Historic street light	EACH	\$ 11,590	7	\$ 81,130
22	Pedestrian light fixtures				INC
23	Bike rack	EACH	\$ 1,000	6	\$ 6,000
24	Litter receptable				INC
25	Pre-cast planter	EACH	\$ 2,500	8	\$ 20,000
<b>OTHER:</b>					
26	Precast seating elements				N/A
27	Site furnishing - moveable tables and chairs				N/A
28	Benches as per City of Boise				N/A
29	Sculptural Art				N/A
<b>Total Streetscape Costs:</b>					\$ 462,871

	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
<b>STORM WATER MITIGATION:</b>				
30 Surface demo				N/A
31 Surface prep				w/ Finish Materials
32 Finish materials				N/A
<b>UTILITIES:</b>				
33 Power line (new/relocation/extension)	ALLOW	\$ 425,000	1 \$	425,000
34 Water line (new/relocation/extension)				N/A
35 Sewer line (new/relocation/extension)	ALLOW	\$ 564,212	1 \$	564,212
36 Geothermal line (new/relocation/extension)				N/A
37 Natural gas line (new/relocation/extension)				N/A
38 Phone line (new/relocation/extension)	ALLOW	\$ 75,000	1 \$	75,000
39 Fiber line (new/relocation/extension)				w/ Phone Lines
40 ACHD power box relocation				w/ Power Lines
<b>STREET:</b>				
41 Asphalt demolition				Inc Above
42 Road sub-base and prep				Inc Above
43 Asphalt paving				Inc Above
<b>PATH:</b>				
44 Surface demolition				N/A
45 Surface prep				N/A
46 Paving material				N/A
<b>OTHER:</b>				
47 Festoon lighting				N/A
48 Plaza signage				N/A
<b>Total Infrastructure &amp; Utilities Costs:</b>				\$ 1,064,212

<b>SITE:</b>				
	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
49 Brownfield Environmental Assessment				N/A
50 Brownfield Environmental Remediation				N/A
51 Clearance				N/A
52 Grading				N/A
<b>OTHER:</b>				
53 Final Clean	SUM	\$ 5,000	1 \$	5,000
54 General Conditions/OH&P (GC Work Only)				N/A
<b>Total Site Costs:</b>				\$ 5,000

<b>TOTAL ELIGIBLE COSTS:</b>	\$ 1,532,083
------------------------------	--------------

5% Contingency	\$ 76,604
----------------	-----------

<b>TOTAL ELIGIBLE COSTS WITH CONTINGENCY:</b>	\$ 1,608,687
---	--------------

**Important Note:**

Each Program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.

## **Exhibit E – Confirmation of Reimbursement (Draft)**

[Exhibit appears on the following page.]



## **Exhibit E: Confirmation of Reimbursement (Draft)**

### **CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE**

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

#### **WITNESSETH:**

#### **1. CCDC Contribution**

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

#### **2. Payment Schedule**

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

CCDC shall make a total of up to four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2022 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2022 tax year assessed value of the Site, as determined by the Ada County Assessor is \$3,628,500.

***First Annual Payment*** – Due on or before September 30, 2027

CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2027

***Second Annual Payment*** – Due on or before September 30, 2028

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

***Third Annual Payment*** – Due on or before September 30, 2029

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2029

***Fourth Annual Payment*** – Due on or before September 30, 2030

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2030

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

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

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

### **3. Limitation on Making Payments**

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

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

Signatures on Following Page

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

AGENCY:  
CAPITAL CITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
John Brunelle, Executive Director

\_\_\_\_\_  
Date

PARTICIPANT:  
Local Acquisitions, LLC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Date





## AGENDA BILL

<b>Agenda Subject:</b> Resolution #1817 – Approving West End Water Renewal – Type 4 Capital Project Coordination with City of Boise Public Works Department		<b>Date:</b> April 10, 2023
<b>Staff Contact:</b> Kevin Holmes, Project Manager	<b>Attachments:</b> 1) Resolution # 1817 2) Type 4 Agreement	
<b>Action Requested:</b> Adopt Resolution #1817 approving the Type 4 Capital Improvement Project Coordination with City of Boise Public Works Department and authorizing the Executive Director to execute the agreement.		

### **Background:**

About 100 acres of former automotive-oriented businesses, now largely vacant, are in the 30<sup>th</sup> Street Urban Renewal District and face significant barriers to redevelopment, attributed in large part to needed sewer infrastructure investments. A May 2022 City of Boise Public Works sewer study identified that current zoning regulations allow for, and property owners aim to deliver, 2,500 units of residential housing on their properties. This requires that a new regional lift station, a 530-foot pressurized discharge pipe, and approximately one mile of new or replaced gravity sewer lines, must be built – at a cost of over \$6 million. The first several developments, seeking a way to develop 836 total units, became disproportionally saddled with much of these infrastructure costs, threatening the viability of the projects themselves and the overall likelihood of the needed infrastructure being constructed.

In response, the Agency brought together the City of Boise Public Works Department and the developers in a collaborative effort and devised a joint-project water renewal infrastructure investment plan that orchestrates the construction of the needed sewer upgrades. Public Works will build the lift station and pressurized discharge pipe and each development will install segments of updated and upsized piping. CCDC will reimburse each party, through separate reimbursement agreements, for eligible public expenses.

### Housing Partnerships

The Agency anticipates partnering with the three mixed-use developments, listed below. The Avens and LOCAL Fairview have already been designated as Type 2 partnerships by the CCDC Board of Commissioners.

PROJECT NAME	DEVELOPER	DESCRIPTION
The Avens	Roundhouse	196 units / 10,000 SF daycare
LOCAL Fairview	Subtext	271 units / 8,000 SF commercial
27th & Fairview	Kal Pacific & Associates	369 units / 80,000 SF commercial and office

CCDC will enter individual Type 2 partnerships with each private development to reimburse for eligible expenses, including this sewer infrastructure, through TIF revenue. Altogether, over 2,000 feet of sewer mainline will be constructed between these three developments, estimated to cost approximately \$1 million.

In addition to these immediate projects, the lift station and discharge pipe will serve as the backbone for all other incoming developments in a roughly 100-acre area. Analysis suggests that this infrastructure will support an additional 1,700 residential units, beyond the 836 planned with these first several developments, and over \$600 million in private investment in the next 3-10 years. This includes the future College of Western Idaho campus, as well as properties to the south of the I-184 Connector in the Shoreline District.

**Type 4 Agreement:**

On August 3, 2022, the Boise Public Works Commission approved \$3.2 million in funding for the lift station and pressurized discharge pipe. In September, Public Works requested financial assistance from CCDC through a 50/50 cost share agreement. In December, the CCDC Board designated the project and a final agreement has been negotiated. The project has an estimated total cost of \$3,187,500. The Type 4 Capital Improvement Contribution Agreement sets forth the Agency's commitment to reimburse Boise City Public Works Department fifty percent of the actual costs, not to exceed \$1,593,750.

The project is being designed and built by Public Works, with CCDC reimbursement upon the commissioning of the system. Roundhouse has provided the City with an easement to construct the lift station on their property located at the southeast corner of Main and 28th Streets. The contract to build the lift station structure has been awarded by Public Works and construction is anticipated to begin this spring and finish at the start of FY2025.

**Fiscal Notes:**

The Agency's FY2023-FY2027 CIP programs sufficient funds in FY2025 for this Type 4 Capital Improvement Contribution Agreement.

**Staff Recommendation:**

Adopt Resolution # 1817.

**Suggested Motion:**

I move to adopt Resolution #1817 approving the Type 4 Capital Project Coordination with City of Boise Public Works Department and authorizing the Executive Director to execute the agreement.

## **RESOLUTION NO. 1817**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE CITY, FOR WEST END WATER RENEWAL INFRASTRUCTURE; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, 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 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 Agency Board has adopted the Participation Program Policy wherein the Agency can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area; and,

WHEREAS, the Participation Program Policy includes the Type 4 Capital Improvement Program under which the Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities or other public agencies; and,

WHEREAS, the City is upgrading its wastewater renewal system on Main Street between 25th and 28th Streets and on a section of property subject to a public easement, generally located on the southeast corner of 28th and Main Streets, Boise (the "Project"). The City has requested the Agency's participation in the Project through the Agency's Participation Program; and,

WHEREAS, the Project is located in the 30th Street Urban Renewal District (the "District") and will contribute to enhancing and revitalizing the District; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 4 Capital Improvement Contribution Agreement and exhibits thereto with the City,

whereby the City will construct the Public Improvements and the Agency will reimburse certain expenses for the City to construct the Public Improvements as specified in the Agreement; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Type 4 Capital Improvement Reimbursement Agreement with the City 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 Type 4 Capital Improvement Reimbursement Agreement with the City of Boise City, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise City, 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 corrections to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 10, 2023, Agency Board meeting.

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

Section 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 April 10, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 10, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary



**CAPITAL CITY DEVELOPMENT CORPORATION**

**CITY OF BOISE CITY, IDAHO**

**TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT**

**WEST END WATER RENEWAL INFRASTRUCTURE**

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, 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, as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and the City of Boise City, Idaho, an Idaho municipal corporation ("City"). CCDC and City may be collectively referred to as the "Parties" and individually referred to as a "Party."

**RECITALS**

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

B. City is upgrading its wastewater renewal system on Main Street between 25th and 28th Streets and on a section of property subject to a public easement, generally located on the southeast corner of 28th Street and Main Street, Boise (the "Project").

C. The Project area is located in the 30th Street Urban Renewal District (the "30th Street District"). The Project will contribute to enhancing and revitalizing the 30th Street District.

D. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Project Coordination under which CCDC initiates capital improvement projects using CCDC funds which may be coordinated through a joint effort with private entities or other public agencies.

E. The Project objectives are to construct a new wastewater lift station and pressurized discharge pipe, all to be completed by City Utility crews or their designated contractors.

F. City has requested CCDC's participation in the Project through CCDC's Participation Program, said request attached as Exhibit C, and CCDC has sufficient Agency funds in FY2025 for this expense.

G. CCDC and City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.

## **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 is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning the financial contributions for construction of wastewater renewal infrastructure in downtown Boise.

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.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) December 31, 2024, whichever comes first. A one-hundred-eighty (180) day extension to the December 31, 2024, deadline may be granted upon written approval by CCDC.

4. **Project Scope.** The Parties agree to the following Scope of Work for the Project: Construction of a lift station on a section of property subject to a public easement, generally located on the southeast corner of 28th Street and Main Street, and a pressurized discharge pipe along Main Street between 25th and 28th Streets. The pipe will be located in the roadway below vehicle travel lanes. The Parties agree that the Project is depicted on Exhibit A.

5. **Construction; Construction Responsibility.** City agrees to construct the Project in accordance with City-designed plans and specifications. All survey work, easements, inspections, permits, payment of permit fees, design and engineering services, and construction materials shall be City's responsibility and obligation under this Agreement.

6. **Reimbursement.** CCDC reimbursement to City shall not exceed ONE MILLION FIVE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$1,593,750) or fifty percent (50%) of the total costs billed by City, whichever is less. The City shall pay for all costs associated with the Project. CCDC shall reimburse the City only upon completion of the Project, and no sooner than October 1, 2024 with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from the City.

7. **Method of Payment.** CCDC and City have agreed upon a “Opinion of Probable Costs,” attached as Exhibit B, and hereby confirm the Schedule is sufficiently accurate for this Agreement and that actual total costs may end up being more or less than are shown on Exhibit B.

- a. Upon completion City shall invoice CCDC for actual costs incurred, up to a maximum of \$1,593,750 or fifty percent (50%) of the total costs billed to City, whichever is less. City shall provide sufficient detail to CCDC regarding the actual costs incurred, including sufficient proof of payment to contractors and materials suppliers, with additional detail provided if requested by CCDC.
- b. CCDC shall pay the invoice within thirty (30) days after receipt; provided, however, that if CCDC disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

8. **Project Management; Project Updates.** City shall be responsible for managing all aspects of the Project under this Agreement. City shall be responsible for receipt and review of invoices from, as well as disbursement of payments to, contractors and all tiers of subcontractors and suppliers. City will provide periodic reports to CCDC on the progress of the Project.

9. **Subordination of Reimbursement Obligations.** 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 previously entered into which have committed available CCDC FY2025 funds.

10. **Maintenance After Construction.** After construction, CCDC shall have no further financial obligation nor maintenance responsibility for the Project under this Agreement.

11. **Promotion of Project.** City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the Project. Either Party may promote the Project and involvement in this Agreement including information posted on websites and social media.

12. **Warranty.** City shall require its contractor to warranty the Project work for a minimum period of two (2) years after completion of the Project.

13. **Ownership.** CCDC makes no claim now or in the future to any ownership of the public improvements made under this Agreement.

14. **Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or 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. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting 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 non-defaulting 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 non-defaulting 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 non-defaulting Party.

**15. No Joint Venture or Partnership.** CCDC and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and City a joint venture or partners.

**16. Successors and Assignment.** This Agreement is not assignable except that City may assign City's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.

**17. 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.

**18. 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), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

**If to CCDC:** Kevin Holmes, Project Manager  
Capital City Development Corporation  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702  
[kholmes@ccdcb Boise](mailto:kholmes@ccdcb Boise)

*With a copy to:* John Brunelle, Executive Director  
Capital City Development Corporation  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702  
[Jbrunelle@ccdcb Boise](mailto:Jbrunelle@ccdcb Boise)



**If to Boise City:** Mike Sheppard, Engineer II  
Boise City Department of Public Works  
150 N. Capitol Boulevard  
Boise, Idaho 83701  
[msheppard@cityofboise.org](mailto:msheppard@cityofboise.org)

*With a copy to:* Boise City Attorney's Office  
Attn: Rob Lockward, Deputy City Attorney  
P.O. Box 500  
Boise, Idaho 83701-0500  
[Rlockward@cityofboise.org](mailto:Rlockward@cityofboise.org)

**19. Indemnification.** To the extent allowed by the Idaho Constitution and Idaho Code, and without waiving any immunity or defense, the following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

- a. City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of City's sovereign immunity or any other protection afforded to City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. CCDC shall protect, defend, indemnify, and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.

**20. Insurance Requirements.** Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.

**21. Antidiscrimination.** City, for itself and its successors and assigns, agrees that in all aspects provided for in this Agreement it will 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.

**22. Entire Agreement; Waivers.** This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and City.

**23. 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.

**24. Amendments to this Agreement.** CCDC and City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

**25. Anti-Boycott Against Israel Certification.** In accordance with Idaho Code Section 67-2346, City, 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.

End of Agreement | Signatures on the following page.

**IN WITNESS WHEREOF**, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement on the date last written below.

**FOR CCDC:**

By: \_\_\_\_\_  
John Brunelle, Executive Director

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Mary Watson, General Counsel

Date: \_\_\_\_\_

**FOR BOISE CITY:**

By: Lauren McLean  
Lauren McLean, Mayor

Date: 3-7-2023

Approved as to form:

Rob Lockward  
Rob Lockward, Deputy City Attorney

Date: 3-23-23

**ATTEST:**

Lynda Lowry  
Lynda Lowry, Ex-Officio City Clerk

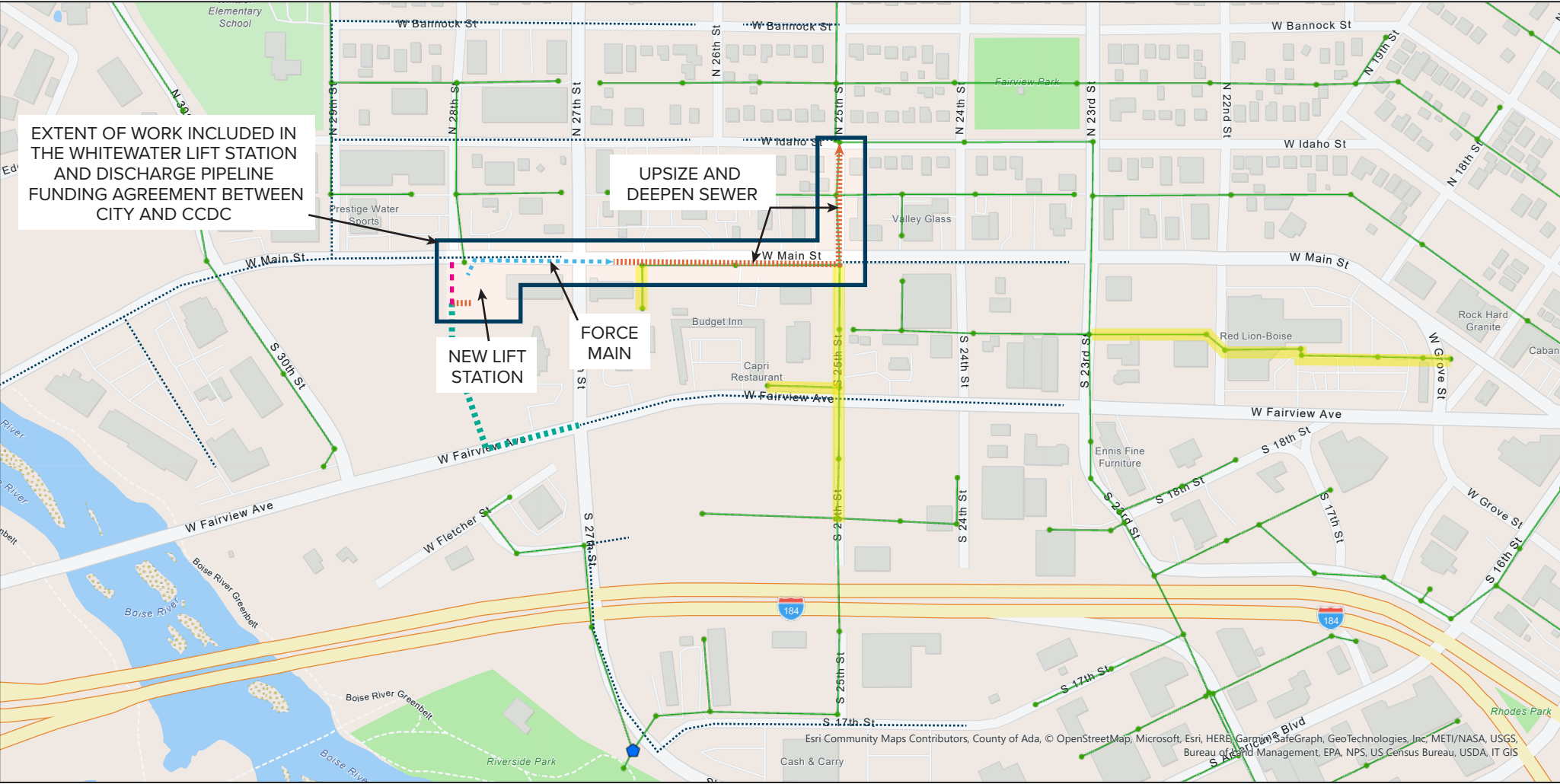
Date: 3-7-2023



**EXHIBITS**

- A: Depiction of Project
- B: Opinion of Probable Costs
- C: City of Boise Memo, dated September 27, 2022, describing the Project location and costs.

# 30TH STREET DISTRICT REDEVELOPMENT SEWER IMPROVEMENTS

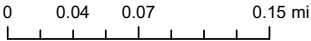


EXISTING SEWER SYSTEM

- Sewer Manhole Lift Stations
- Sewer Manholes
- Sewer Mainlines

SEWER IMPROVEMENTS NECESSARY FOR REDEVELOPMENT  
(DEVELOPER PARTICIPATION EXPECTED)

- Rehabilitate/Upsize Existing Sewer
- NEW 8-Inch Gravity Sewer
- NEW 10-Inch Gravity Sewer
- NEW 12-Inch Gravity Sewer
- NEW 15-Inch Gravity Sewer
- Proposed Force Main
- Extents of Active City Project



# Exhibit B

Opinion of Probable Cost						
Whitewater Lift Station and Discharge Pipeline				Revision Date July-2022		
Item No.	Description	Est Quantity	Unit	Unit Price	Total Price	
1	<b>Mobilization 5% Pipeline</b>	1	LS	\$ 101,188.00	\$ 101,188.00	
2	8" Pressure Sewer Pipe	530	LF	\$ 150.00	\$ 79,500.00	
3	15" Gravity Sewer Pipe	930	LF	\$ 265.00	\$ 246,450.00	
4	Manhole	5	EA	\$ 6,000.00	\$ 30,000.00	
	<b>Pressure Fittings and Appurtenances</b>					
5	8" Bend	4	EA	\$ 1,700.00	\$ 6,800.00	
6	Isolation Valves, 8"	2	EA	\$ 3,400.00	\$ 6,800.00	
7	Install Thrust Block	4	EA	\$ 5,100.00	\$ 20,400.00	
	<b>Surface Repair</b>					
8	0-10' Depth Surface Repair (1/4 Street)	1460	LF	\$ 70.00	\$ 102,200.00	
9	0-20' Depth Surface Repair (1/2 Street)	0	LF	\$ 110.00	\$ -	
	<b>Lift Station</b>					
10	Submersible Lift Station	1	LS	\$ 1,200,000.00	\$ 1,200,000.00	
11	Building	1	LS	\$ 250,000.00	\$ 250,000.00	
	<b>Miscellaneous Other</b>					
12	Sediment Control	1	LS	\$ 15,000.00	\$ 15,000.00	
13	Sanitary Facilities	1	LS	\$ 1,500.00	\$ 1,500.00	
14	CCTV Inspection	1460	LF	\$ 3.50	\$ 5,110.00	
15	Construction Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00	
16	Dewatering	1	LS	\$ 30,000.00	\$ 30,000.00	
<b>Estimated Construction Cost</b>					\$ 2,125,000.00	
<i>Project Soft Costs</i>		20%			\$ 425,000.00	
<i>Contingency</i>		30%			\$ 637,500.00	
<b>Total Probable Cost in 2022 Dollars</b>					\$ 3,187,500.00	



## PUBLIC WORKS DEPARTMENT

MAYOR: Lauren McLean | DIRECTOR: Stephan Burgos

# MEMO

**TO:** Doug Woodruff, Development Director, CCDC  
**FROM:** Mike Sheppard, P.E., Engineer II, City of Boise Public Works  
**CC:** Jim Pardy, P.E., City Engineer, City of Boise Public Works  
**DATE:** September 27, 2022  
**RE:** Whitewater Lift Station and Discharge Pipeline - Funding Request

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### PROJECT BACKGROUND

The City is experiencing development densification in the West End Downtown area and the existing sewer collection system does not have adequate depth and capacity to serve the active and expected re-development associated with the 30th Street Redevelopment District.

A sewer study was completed in 2020 and updated in 2022. The identified solution is a new regional lift station, pressure discharge pipeline, and various gravity sewer extension and upsize projects to provide capacity for development and a better level of service to the area.

Construction of the lift station and discharge pipeline is immediately necessary to serve active development projects (Avens, Local, 27th Street, Fletcher). The estimated cost to design and construct the lift station and discharge pipeline is \$3.2 million dollars. This work can be defined as an Economic Development/Community Enhancement Project as defined in the Boise City Sewer Extension Policy and the Public Works Department has received approval from the Public Works Commission to financially participate with the condition that developers financially participate.

### PROJECT SCHEDULE

The known developments (Avens, Local, 27th Street, Fletcher) expect occupancy sometime between June and December 2024. To accommodate this schedule, lift station and discharge pipeline design will begin immediately. To reduce costs, City of Boise will complete the discharge pipeline design in-house. City of Boise will complete survey work, project management, construction management, and inspection services in-house. The City of Boise plans to fund 50% of the cost of these improvements. Schedule and estimated cost details are as follows:

- February 2023 - Complete Preliminary Design Report and 30% Design (\$180,000)
- August 2023 - Complete Final Design (\$245,000)
- October 2023 - Begin Construction (\$2,762,000)
- Construction costs include traffic control, equipment rental, and misc. subcontractor costs

### REQUEST

The City of Boise requests a 50/50 cost share, amounting to approximately \$1,593,500 dollars from CCDC to support this project.

This request is only for funds for a small amount of the overall sewer work necessary for densification of the 30th Street Redevelopment District. City of Boise expects participation from developers on the future projects as well.



## AGENDA BILL

<b>Agenda Subject:</b> Resolution No. 1810 – Approval of W. Grove St., Old Boise's Canal and Agricultural Past. Type 4 Participation Agreement with Boise City Department of Arts & History		<b>Date:</b> April 10, 2023
<b>Staff Contact:</b> Karl Woods Senior Project Manager  Mary Watson General Counsel	<b>Attachments:</b> 1) Resolution 1810 which includes the Contribution Agreement	
<b>Action Requested:</b> Adopt Resolution No. 1810 approving the W. Grove St., Old Boise's Canal and Agricultural Past. Type 4 Participation Agreement with Boise City Department of Arts & History		

### Background:

The Old Boise Blocks on Grove Street is an area of the Old Boise neighborhood in downtown Boise where focused investment—both public and private—is underway. In 2020, CCDC facilitated the creation of a community-led vision for the Old Boise Blocks. The result of this outreach is the Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report. The vision represents input from the public, key stakeholders, property owners, developers, and public agencies. The report recommends including public art to celebrate the historic culture of the neighborhood. Public Art discussions continue as a design team advances the vision into capital improvement plans for the neighborhood.

The Boise City Public Art Program staff participated in the community stakeholder and design team meetings regarding the visioning, plan for streetscape, history, and cultural improvements for Grove Street, between 6th & 3rd streets in downtown Boise.

As part of the design discussions, Public Art Program staff have identified two public art opportunities for the Old Boise Blocks project to celebrate the neighborhood's canal and agricultural past; an artist designed icon to be stamped or imbedded into concrete in the streetscape and an artist designed installation between pedestrian and water way/water wheel on the edge of C.W. Moore Park.

Staff will continue to collaborate with the stakeholder group and design team to coordinate and manage two selection processes including: RFQ/RFP, facilitate the artist selection process, draft and negotiate contracts, manage the selected artists and project responsibilities, and coordinate with the project team to prepare the site for installation.

The CCDC Board designated the project as eligible for Capital Project Coordination Assistance and directed the Agency to negotiate a final Type 4 Capital Improvement Contribution Agreement (“Agreement”) on December 12, 2022. The final Agreement has been negotiated and was approved by Boise City Council on March 28, 2023.

The Agreement sets forth the Agency’s commitment to reimburse Boise City Arts & History the actual cost—not to exceed \$165,000—for Public Art.

**Fiscal Notes:**

Funding for the reimbursement is included in the Agency’s original FY23 budget.

**Staff Recommendation:**

Staff recommends approval of Resolution No. 1810.

**Suggested Motion:**

I move to adopt Resolution No. 1810 approving the W. Grove St., Old Boise’s Canal and Agricultural Past. Type 4 Participation Agreement with Boise City Department of Arts & History.



**ATTACHMENT 1**  
**RESOLUTION 1810**

## **RESOLUTION NO. 1810**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE FOR PUBLIC ART: OLD BOISE'S CANAL AND AGRICULTURAL PAST; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the Agency Board of Commissioners has adopted the Participation Program Policy wherein the Agency can assist private and public development projects by funding improvements that benefit the public and are located on public property, in the public rights-of-way, or a permanent public easement area; and,

WHEREAS, the Participation Program Policy includes the Type 4 Capital Improvement Program under which the Agency uses funds to initiate capital improvement projects which may be coordinated through a joint effort with private entities or other public agencies; and,

WHEREAS, the Agency funds public art in Boise's urban renewal districts as an economic development tool to attract people and businesses to those districts. Through its Old Boise Blocks on Grove Street Streetscapes Improvements Project ("Old Boise Blocks Project"), the Agency intends to make improvements to the public right-of-way including providing for the addition of public art to enhance and revitalize the River Myrtle-Old Boise Urban Renewal District ("District"); and,

WHEREAS, since early 2021, the City's Public Art Program staff have worked with the Agency to identify two (2) public art opportunities on Grove Street to celebrate the neighborhood's canal and agricultural history; and,

WHEREAS, the City made a formal funding request for the Grove Street art (the "Project") to the Agency in December 2022; and,

WHEREAS, the Project is located in the District as created by the River Myrtle-Old Boise Plan, and at its public meeting on December 12, 2022, the Agency Board of Commissioners designated the Project through its Participation Program; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with the City whereby the City will construct the Project, including design selection, fabrication, and transport for installation, and the Agency will reimburse the City for said expenses as outlined in the Agreement; and,

WHEREAS, the Agency Board finds it in the public interest and deems it appropriate 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 Type 4 Capital Improvement Reimbursement 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 Agency Executive Director is hereby authorized to sign and enter into the Type 4 Capital Improvement Reimbursement 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 any conditions precedent to such actions have been met; and further, any necessary technical corrections to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 10, 2023 Agency Board meeting; and further, the Agency is authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 10, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on April 10, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: By: \_\_\_\_\_  
Latonia Haney Keith, Chair

By: \_\_\_\_\_  
Lauren McLean, Secretary



## **TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT**

### **PUBLIC ART: OLD BOISE'S CANAL AND AGRICULTURAL PAST**

This TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the URBAN RENEWAL AGENCY OF BOISE, IDAHO, also known as Capital City Development Corporation, 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, as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation ("the City"). CCDC and the City may be collectively referred to as the "Parties" and individually referred to as a "Party."

### **RECITALS**

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

B. CCDC funds public art in Boise's urban renewal districts as an economic development tool to attract people and businesses to those districts. Through its Old Boise Blocks on Grove Street Streetscapes Improvements Project ("Old Boise Blocks Project"), CCDC intends to make improvements to the public right-of-way including providing for the addition of public art.

C. Having partnered in prior years, CCDC and the City, through its Department of Arts & History, wish to memorialize their collaboration for public art as part of the Old Boise Blocks Redevelopment Strategy Vision Report, and decided for public art to happen as part of the Old Boise Blocks Project. The Report summarizes historic themes including Mixed-use, Irrigation, Transportation, Industry, and Neighborhood.

D. Since early 2021, the City's Public Art Program staff have worked with CCDC to identify two (2) public art opportunities on Grove Street to celebrate the neighborhood's canal and agricultural history.

E. The Old Boise Blocks Project is being undertaken in the River Myrtle-Old Boise Urban Renewal District ("District") as defined by the River Myrtle-Old Boise District Plan. The right-of way improvements and the addition of public art will contribute to enhancing and revitalizing the District.

F. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Program which coordinates CCDC-initiated capital improvement projects with construction activities of private development or other public agencies.

G. CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.

## **AGREEMENT**

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

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning financial reimbursement for construction and installation of public art celebrating the Boise Canal and the agricultural history in the River Myrtle-Old Boise Urban Renewal District (the "Project"), in an area of downtown Boise on West Grove Street between 3rd Street and 6th Street, as part of the Old Boise Blocks Project. The City's request for collaboration and funding for the Project is attached as Exhibit A.

This Agreement contemplates continued collaboration by the Parties that will result in the City managing two (2) selection processes for public art (individually and collectively, the "Artwork"), with each selection process including: a Request for Qualifications/Request for Proposals phase; facilitation of an artist selection process; drafting and negotiating contracts; managing the selection of artist(s) and artist responsibilities; and coordination with the City's own Project team and CCDC (including coordination with the construction of the streetscapes and improvements to C.W. Moore Park) to prepare the site(s) for installation.

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.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) June 30, 2025, whichever comes first.

The Parties hereto expressly acknowledge and understand the District terminates September 30, 2025, and that CCDC cannot and will not extend any obligations of this Agreement beyond this termination date.

4. **Art Selection.** The City will release a Request for Qualifications (also known as a "Call to Artists") for local and national artists to submit proposals to design, fabricate, and transport the selected Artwork for installation by CCDC's contractor as part of the Old Boise Blocks Project. The City will include a CCDC representative in the art selection process.

5. **Artwork.** The Parties have identified a general area of West Grove Street to receive the Artwork, described and depicted on the attached Exhibit B. The Project's two (2) public art features are envisioned as: 1.) a stamped concrete or concrete-embedded feature, approximately

12 inches in diameter; and 2.) an artist designed barrier near the C.W. Moore Park historic water wheel. It is understood by the Parties that the artist designed barrier will serve to celebrate the unique aspects of the Boise Canal and the agricultural history of the Old Boise Neighborhood and the stamped concrete or concrete-embedded feature will serve to celebrate the historic character Old Boise Neighborhood.

**6. Reimbursement Obligation.** The total amount paid by CCDC to the City for the Project, including the Artwork under this Agreement (the “Reimbursement Obligation”), shall not exceed ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000.00).

- TWENTY-THREE THOUSAND DOLLARS (\$23,000) is budgeted for the stamped or embedded feature.
- ONE HUNDRED FORTY-TWO THOUSAND DOLLARS (\$142,000) is budgeted for the interpretive barrier.

Payment shall be on a reimbursement basis. The Estimate of Probable Cost and Artwork-specific costs are shown on Exhibit A.

**7. Reimbursement.** The City shall pay for all costs associated with the Project. CCDC shall reimburse the City only upon completion of the Project, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from the City. After installation, billing, and reimbursement for Artwork, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all Project-related costs in a particular fiscal year, CCDC can, at its option, remit to the City a lump sum amount equal to this Agreement’s outstanding balance as necessary.

**8. Project Management; Project Updates.** The City shall be responsible for managing all aspects of selection, fabrication, transport of Artwork, coordinating artist oversight of CCDC’s contractor installation, and post-installation maintenance of the Artwork under this Agreement (the “Project Process”). The City shall be responsible for receipt and review of invoices from and disbursement of payments to artists, consultants, and installers. The City will provide periodic reports to CCDC staff on the progress of the Project.

The schedule of the Project Process shall be as follows:

- a.) Stamped Concrete or Concrete-Embedded Feature:
  - (i.) City Schedule:
    - Call to artists released by May 1, 2023;
    - Artist selection completed by July 1, 2023;
    - Design Presented to City Arts & History Commission completed by September 2023;
    - Provide stamp or embedded feature to contractor by October 2023.
  - (ii.) CCDC Schedule:
    - Concrete placement beginning October 17, 2023.
- b.) Artist-Designed Barrier Near the C.W. Moore Park Historic Water Wheel:
  - (i.) City Schedule:
    - Call to artists released by June 15, 2023;
    - Artist selection completed by August 2023;
    - Design presented to City Arts & History Commission completed by November 2023;

- (ii.) Fabrication Winter 2023-Spring 2024.  
CCDC Schedule:  
Ready for installation of artist-designed barrier by CCDC's contractor starting March 26, 2024.

**9. Art Feature Design Integration; Installation.** The City shall be responsible for coordination of the Artwork to ensure compatibility with the design parameters, foundations, and attachments shown in the Old Boise Blocks Project's technical drawings. The City shall be responsible for the coordination of the Artwork installation with Old Boise Blocks Project construction activities, timeline, and determining an Artwork installation budget with CCDC. The City will provide CCDC, its consultants, and its contractor with the information necessary for CCDC's contractor to prepare the site to receive the Artwork and install the Artwork per Artist direction.

- a. Stamped Concrete or Concrete-Embedded Feature: Feature shall be located a minimum of 3 inches from panel edges and shall not be located on control or expansion joints.
- b. Artist Designed Barrier Near the C.W. Moore Park Historic Water Wheel: There is an existing 18-inch high concrete wall with sandstone veneer at the location of the Artist Designed Barrier. Artist to consult with their own engineer for installation plan and attachment methods as part of design proposal and approval and/or specify if existing wall is to be utilized for artist designed barrier attachment.

**10. Subordination of Reimbursement Obligations.** Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payment as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC FY24 funds.

**11. Maintenance After Construction.** The City shall maintain or arrange to maintain the Artwork funded by this Agreement at its own expense. The City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. The City acknowledges and agrees CCDC has no obligation to maintain the Artwork installed as part of this Agreement or any other maintenance obligations under this Agreement. The City's obligations under this section shall be contingent upon the City's designation of funds for this purpose in its annual budget cycle.

**12. Promotion of Project.** The City shall recognize CCDC as a funding partner in all publicity, signage, reports, or documentation related to the Artwork. Both Parties may promote their involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.

**13. Warranty.** The City warrants that the materials and workmanship employed in the fabrication and installation of the Artwork is of best quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to a quality within the material or materials which comprise the Artwork which, either alone or in combination with other materials used in the Artwork or reacting to the environment, results in the tendency of the Artwork to destroy itself. Such warranty shall extend for a period of two (2) years after Artwork installation.



**14. Ownership.** CCDC makes no claim now or in the future to any ownership, including intellectual property rights, of the Artwork installed under this Agreement.

**15. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or 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. In the event of a default, the non-defaulting Party may do the following:

a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.

b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting 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 non-defaulting 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 non-defaulting 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 non-defaulting Party.

**16. No Joint Venture or Partnership.** CCDC and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and the City a joint venture or partners.

**17. Successors and Assignment.** This Agreement is not assignable except that the City may assign the City's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.

**18. 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.

**19. 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), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

**If to CCDC:** Karl Woods, Senior Project Manager  
Capital City Development Corporation  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702  
[kwoods@ccdcb Boise.com](mailto:kwoods@ccdcb Boise.com)

*With a copy to:* John Brunelle, Executive Director  
Capital City Development Corporation  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702  
[jbrunelle@ccdcb Boise.com](mailto:jbrunelle@ccdcb Boise.com)

**If to Boise City:** Stephanie Johnson, Public Art Program Manager  
Boise City Arts and History Department  
P.O. Box 500  
Boise, Idaho 83701-0500  
[sjohnson@cityofboise.org](mailto:sjohnson@cityofboise.org)

*With a copy to:* Boise City Attorney's Office  
Attn: Tyler Powers, Deputy City Attorney  
P.O. Box 500  
Boise, Idaho 83701-0500  
[tpowers@cityofboise.org](mailto:tpowers@cityofboise.org)

**20. Indemnification.** The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

a. To the extent permitted by law, the City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.

b. To the extent permitted by law, CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.

**21. Insurance Requirements.** Each Party shall maintain, and specifically agrees that

it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.

**22. Anti-Boycott Against Israel Certification.** In accordance with Idaho Code Section 67-2346, the City, 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.

**23. Entire Agreement; Waivers.** This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.

**24. 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.

**25. Amendments to this Agreement.** CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

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

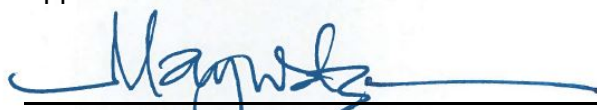
**IN WITNESS WHEREOF**, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement on the date last written below.

**FOR CCDC:**

By: \_\_\_\_\_  
John Brunelle, Executive Director

Date: \_\_\_\_\_

Approved as to form:

  
Mary Watson, General Counsel

Date: April 10, 2023

CCDC Budget Info / For Office Use	
Fund	302
Account	6250
Activity Code	20007
Contract Term	September 30, 2025

**FOR BOISE CITY:**

By:   
Lauren McLean, Mayor

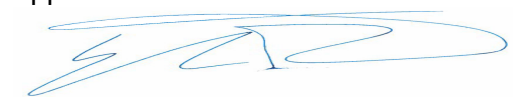
Date: 3/28/2023

**ATTEST:**

  
Lynda Lowry, *Ex-Officio* City Clerk

Date: 3/28/2023

Approved as to form:

  
Tyler Powers, Deputy City Attorney

Date: 3.22.23



**EXHIBITS**

- A: City of Boise Memo, dated December 5, 2022.
- B: General Location for Artwork Installation



# MEMO

**TO:** Doug Woodruff, Development Director, CCDC  
**FROM:** Stephanie Johnson, City of Boise  
**CC:** Jennifer Stevens, City of Boise  
**DATE:** 12/5/2022  
**RE:** Old Boise Blocks Public Art

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## **OBB T4 – PUBLIC ART REQUEST**

In early 2021, the Boise City Public Art Program staff participated in the community stakeholder and design team meetings regarding the plan for streetscape, history, and cultural improvements for Grove Street, between 6<sup>th</sup> & 3<sup>rd</sup> streets in downtown Boise.

As part of the design discussions, Public Art Program staff have identified two public art opportunities for the Old Boise Blocks project to celebrate the neighborhood's canal and agricultural past; an artist designed icon to be stamped or imbedded into concrete in the streetscape and an artist designed installation between pedestrian and water way/water wheel on the edge of C.W. Moore Park.

Staff will continue to collaborate with the stakeholder group and design team to coordinate and manage two selection processes including: RFQ/RFP, facilitate the artist selection process, draft and negotiate contract(s), manage the selected artists and project responsibilities, and coordinate with the project team to prepare the site for installation. Site preparation and installation of the work will be coordinated with construction of streetscape and park improvements.

The Department of Arts & History makes the following request for use of CCDC funds:

Public Art for Old Boise Blocks - \$165,000

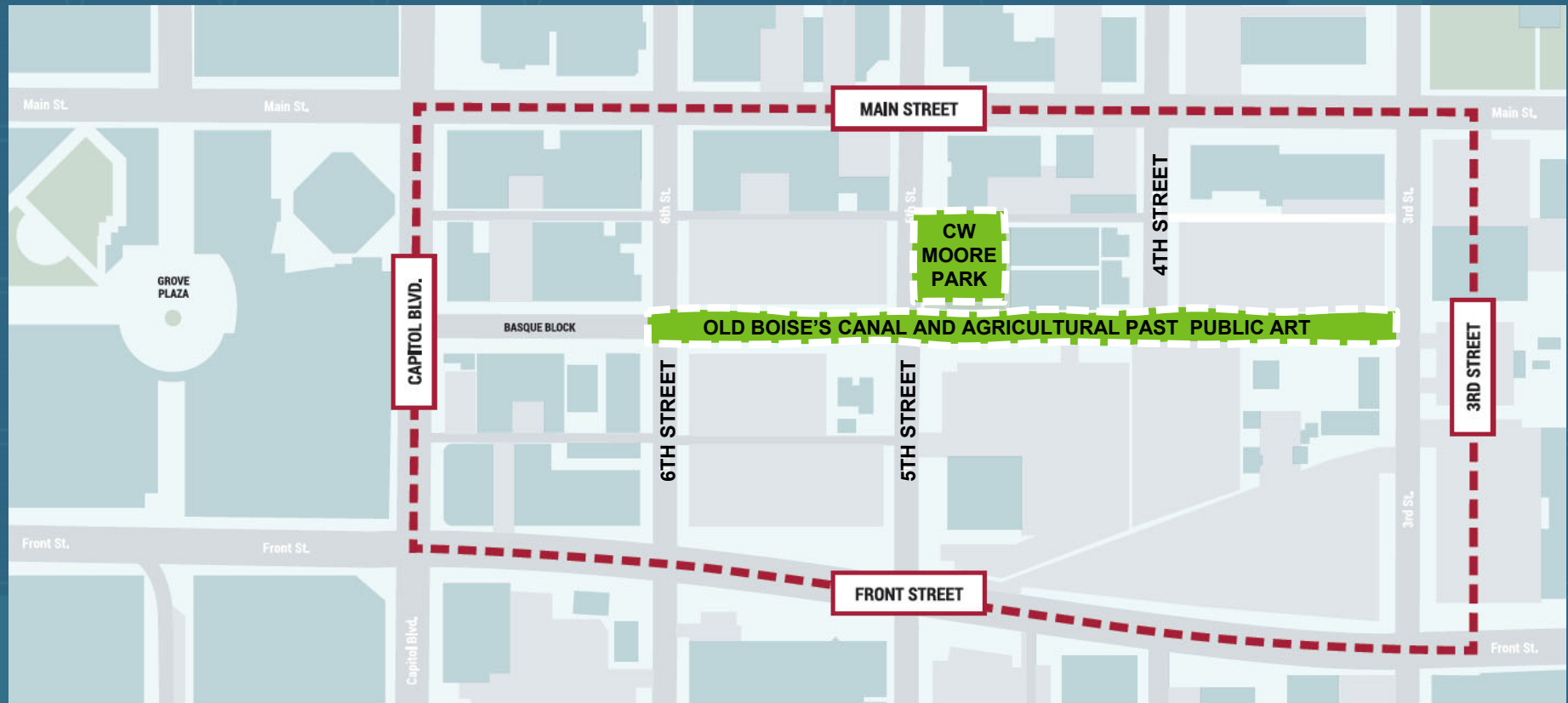
# Old Boise Blocks Canal and Agricultural Past Public Art

Estimate of Probable Cost - 12/1/2022

Stephanie Johnson

Cost Component/Phase	Estimate Cost (\$)	Anticipated Timing	Notes
Artist Designed Icon	\$ 3,000.00	Design April 2023	Call for artist, design
Stamp fabrication, inlay, installation	\$ 20,000.00	Fabricated & Install Fall 2023	Locate fabricator, fabricate, install - depending on application, need time to with concrete pouring
Public Art - Adjacent Canal	\$142,000.00	Install Winter 2023/Spring 2024	Call for artist, selection, design, fabrication, installation, construction needs to be finished in vicinity

# VICINITY MAP





# ART OPPORTUNITY CONCEPT







## AGENDA BILL

<b>Agenda Subject:</b> 521 W. Grove Street Public Space. Type 4 Participation Agreement with Boise City Department of Arts & History		<b>Date:</b> April 10, 2023
<b>Staff Contact:</b> Karl Woods Senior Project Manager  Mary Watson General Counsel	<b>Attachments:</b> 1) Resolution 1812 which includes the Contribution Agreement	
<b>Action Requested:</b> Adopt Resolution No. 1812 approving the 521 W. Grove Street Public Space. Type 4 Participation Agreement with Boise City Department of Arts & History		

### Background:

The Old Boise Blocks on Grove Street is an area of the Old Boise neighborhood in downtown Boise where focused investment—both public and private—is underway. In 2020, CCDC facilitated the creation of a community-led vision for the Old Boise Blocks. The result of this outreach is the Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report. The vision represents input from the public, key stakeholders, property owners, developers, and public agencies. The report contains recommendations including investment in public spaces and inclusion of public art to celebrate the historic culture of the neighborhood.

In January 2022, CCDC purchased a .021 acre parcel located at 521 W. Grove Street to redevelop into a Public Space. Consistent with the Vision Report recommendations, this space will celebrate the historic culture of the neighborhood and will include Public Art to reinforce the vision.

The Boise City Department of Arts & History staff have participated in team meetings regarding the vision, planning, community engagement, history, cultural improvements, and Public Art for the 521 W. Grove Public Space in downtown Boise.

The Boise City Arts & History staff have provided valuable input regarding the Public Art procurement. It is critical to the success of the project that the artist is part of the design process

for early input and an integrated design. Having recently completed a public programming survey, it is time to start the Public Art procurement process to ensure a successful project.

Staff will continue to collaborate with the stakeholder group and design team to coordinate and manage the selection processes including: Public Art RFQ/RFP, facilitate the artist selection process, draft and negotiate contracts, coordinate with the selected artist and project responsibilities, and coordinate with the project team to prepare the public space site for installation.

The CCDC Board designated the project as eligible for Capital Project Coordination Assistance and directed the Agency to negotiate a final Type 4 Capital Improvement Contribution Agreement (“Agreement”) on February 13, 2022. The final Agreement has been negotiated and is scheduled to be approved by Boise City Council on April 11, 2023.

The Agreement sets forth the Agency’s commitment to reimburse Boise City Arts & History the actual cost—not to exceed \$400,000—for Public Art.

**Fiscal Notes:**

Funding for the reimbursement is included in the Agency's original FY23 budget.

**Staff Recommendation:**

Staff recommends approval of Resolution No. 1812.

**Suggested Motion:**

I move to adopt Resolution No. 1812 approving the 521 W. Grove Street Public Space. Type 4 Participation Agreement with Boise City Department of Arts & History

**ATTACHMENT 1**  
**RESOLUTION 1812**

## **RESOLUTION NO. 1812**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 CAPITAL IMPROVEMENT CONTRIBUTION AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE FOR PUBLIC ART: 521 WEST GROVE STREET PUBLIC SPACE; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the Agency Board of Commissioners has adopted the Participation Program Policy wherein the Agency can assist private and public development projects by funding improvements that benefit the public and are located on public property, in the public rights-of-way, or a permanent public easement area; and,

WHEREAS, the Participation Program Policy includes the Type 4 Capital Improvement Program under which the Agency uses funds to initiate capital improvement projects which may be coordinated through a joint effort with private entities or other public agencies; and,

WHEREAS, In 2020, the Agency led an extensive community engagement effort to reimagine the Old Boise Blocks on Grove Street: a portion of Grove Street between 3rd Street and 6th Street in the River Myrtle-Old Boise Urban Renewal District ("District") as defined by the River Myrtle-Old Boise District Plan. The result of these efforts was a detailed report (the "Vision Report") with recommendations including investment in urban public spaces and inclusion of public art to celebrate the historic culture of the neighborhood; and,

WHEREAS, in January 2022, the Agency purchased a .021-acre parcel located at 521 W. Grove Street (the "Site") to redevelop into a public space. Consistent with the Vision Report recommendations, the Agency and City desire for the Site to include site-specific public art (the "Public Art"); and,

WHEREAS, the Agency funds public art in Boise's urban renewal districts as an economic development tool to attract people and businesses to those districts. Having partnered in prior years to deliver public art in downtown Boise, the Agency and the City, through its Department of Arts & History, wish to memorialize their collaboration for Public Art as part of the Site; and

WHEREAS, the City made a formal funding request for the Public Art to the Agency on February 3, 2023; and,

WHEREAS, the Site is located in the District as created by the River Myrtle-Old Boise Plan, and at its public meeting on February 13, 2023, the Agency Board of Commissioners designated the inclusion of Public Art at the Site through its Participation Program; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Capital Improvement Contribution Agreement with the City whereby the City will construct the Project and the Agency will reimburse the City for constructing specified public improvements as outlined in the Agreement; and,

WHEREAS, the Agency Board finds it in the public interest and deems it appropriate 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 Type 4 Capital Improvement Contribution 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 Agency Executive Director is hereby authorized to sign and enter into the Type 4 Capital Improvement Reimbursement 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 any conditions precedent

to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 10, 2023 Agency Board meeting; and further, the Agency is authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 10, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on April 10, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: By: \_\_\_\_\_  
Latonia Haney Keith, Chair

By: \_\_\_\_\_  
Lauren McLean, Secretary



## **TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT**

### **PUBLIC ART: 521 W. GROVE STREET PUBLIC SPACE**

This TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the URBAN RENEWAL AGENCY OF BOISE, also known as Capital City Development Corporation, 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, as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation ("City"). CCDC and City may be collectively referred to as the "Parties" and individually referred to as a "Party."

### **RECITALS**

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

B. In 2020, CCDC led an extensive community engagement effort to reimagine the Old Boise Blocks on Grove Street: a portion of Grove Street between 3rd Street and 6th Street in the River Myrtle-Old Boise Urban Renewal District ("District") as defined by the River Myrtle-Old Boise District Plan. The result of these efforts was a detailed report (the "Vision Report") with recommendations including investment in urban public spaces and inclusion of public art to celebrate the historically diverse culture of the neighborhood.

C. In January 2022, CCDC purchased a .021-acre parcel located at 521 W. Grove Street to redevelop into a public space. Consistent with the Vision Report recommendations, CCDC and City desire for this public space to include site-specific public art (the "Public Art").

D. CCDC funds public art in Boise's urban renewal districts as an economic development tool to attract people and businesses to those districts. Having partnered in prior years to deliver public art in downtown Boise, CCDC and City, through its Department of Arts & History, wish to memorialize their collaboration for public art as part of the public space at 521 W. Grove Street. The City is requesting funding assistance from CCDC for the Public Art, and CCDC has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with the City for the Public Art.

E. CCDC and City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the Parties agree they will collaborate on the Public Art in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.

## **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. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning financial reimbursement for construction and installation of Public Art celebrating the multi-cultural history of the Old Boise neighborhood (the "Project"), on property CCDC owns addressed as 521 W. Grove Street, Boise, which has been designated as a future public park (the "Property"). City's request for collaboration and funding for the Project is attached as Exhibit A.

This Agreement contemplates continued collaboration by the Parties that will result in the City managing the process to acquire the Public Art, which will include: a Request for Qualifications/Request for Proposals phase; facilitation of an artist selection process; drafting and negotiating contracts; managing the selection of artist(s) and artist responsibilities; and coordination with the City's own Public Arts Project team and CCDC to prepare the site(s) for installation.

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.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or June 30, 2025, whichever comes first.

The Parties hereto expressly acknowledge and understand the District terminates September 30, 2025, and that CCDC cannot and will not extend any obligations of this Agreement, except the obligations of Section 13 Warranty, beyond this termination date.

4. **Artist Selection; Artwork Selection.** The City will develop and release a Request for Qualifications (also known as a "Call to Artists") for local and national artists to submit applications, and then contract with the selected Artist to fabricate, transport, and install the Public Art by the City's contractor on the Property. The selected Artist will engage with the community to inform the Public Art concept, design the Public Art, and collaborate with the design team to integrate their work into the overall design of the Property. At its discretion, CCDC may provide input to the City regarding the desired Public Art content. As such, the City will include a CCDC representative in the art selection process.

5. **Artwork.** The Parties have identified the Property at 521 W. Grove Street to receive the Public Art. The Project site map is depicted on the attached Exhibit B. It is understood by the Parties that the Public Art will serve to celebrate the multi-cultural history of the Old Boise



neighborhood, including the architecture, history, and aesthetic improvements, and will serve as an iconic feature of the Property as well as contribute to the identity of the District.

**6. Reimbursement Obligation.** The Parties agree this Agreement represents a sharing of costs in order to acquire and install Public Art. The total amount to be paid by CCDC to the City for the Public Art installed under this Agreement (the “Reimbursement Obligation”) shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000). Payment shall be on a reimbursement basis. In the event the total cost for the Public Art exceeds CCDC’s Reimbursement Obligation of \$400,000, the City agrees to be solely responsible for the excess amount.

**7. Reimbursement.** The City shall pay for all costs associated with the Project. CCDC shall reimburse the City only upon completion of the Project, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from City. After installation, billing, and reimbursement for artwork, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all Project-related costs in any particular fiscal year, CCDC can, at its option, remit to City a lump sum amount equal to this Agreement’s outstanding balance at any time.

**8. Project Management; Project Updates.** The City shall be responsible for managing all aspects of selection, fabrication, pre-installation coordination, delivery of the Public Art to the Project, coordinating installation, and post-installation maintenance of the Public Art under this Agreement (the “Project Process”). The City shall be responsible for receipt and review of invoices from and disbursement of payments to artists and consultants. The City will provide periodic reports to CCDC staff on the progress of the Project.

The City acknowledges that integration of Public Art into the public space design requires meeting the following schedule milestones:

- Call to Artists released by April 15, 2023
- Artist selection completed by June 15, 2023
- Preliminary Artwork design submitted to CCDC by August 30, 2023, for use in CCDC’s Design Review application.
- Final Artwork design and stamped engineering plans for installation submitted to CCDC by February 15, 2024, for CCDC’s use in applications to Authorities Having Jurisdiction
- Arts & History Commission and Boise City Council approvals by no later than April 30, 2024
- Art installation completed by June 1, 2025, contemporaneous with CCDC’s completion of the Project.

If the City is unable to meet the schedule milestones, CCDC, at its sole discretion, can advance with its development and construction of the public space without inclusion of the Public Art.

**9. Art Feature Design Integration; Installation.** City shall be responsible for coordination of the Public Art and its necessary footings, foundations, and attachments with the overall public space conceptual design, technical drawings, construction activities, timeline, and artwork installation budget. The City will provide engineering specifications and details for the artwork’s footings and attachments in order for CCDC’s consultants and contractor to prepare the

Project site for installation of the Public Art by the City. It is the City's responsibility to ensure the Public Art is installed within its budget. Any cost overruns associated with artwork installation are the City's responsibility. CCDC's consultants and contractor will coordinate with the City in preconstruction planning and installation of the Public Art.

**10. Subordination of Reimbursement Obligations.** 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 previously entered into which have committed available CCDC funds.

**11. Maintenance After Construction.** The City shall maintain or arrange to maintain the Public Art funded by this Agreement at its own expense. The City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. The City acknowledges and agrees CCDC has no obligation to maintain the Public Art installed as part of this Agreement or any other maintenance obligations under this Agreement.

**12. Promotion of Project.** The City shall recognize CCDC as a funding partner in all publicity, signage, reports, or documentation related to the Public Art. The City shall coordinate with CCDC in advance of such publicity and promotion in order to ensure CCDC brand image standards are satisfied. Both Parties may promote their involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.

**13. Warranty.** The City warrants that the materials and workmanship employed in the fabrication and installation of the Public Art is of best quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to a quality within the material or materials which comprise the Public Art which, either alone or in combination with other materials used in the Public Art or reacting to the environment, results in the tendency of the Public Art to destroy itself. Such warranty shall extend for a period of two (2) years after installation.

**14. Ownership.** CCDC makes no claim now or in the future to any ownership, including intellectual property rights, of the Public Art installed under this Agreement.

**15. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or 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. In the event of a default, the non-defaulting Party may do the following:

a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.

b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting 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 non-defaulting 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 non-defaulting 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 non-defaulting Party.

**16. No Joint Venture or Partnership.** CCDC and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and City a joint venture or partners.

**17. Successors and Assignment.** This Agreement is not assignable except that the City may assign its rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.

**18. 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.

**19. 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), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

**If to CCDC:** Karl Woods, Senior Project Manager  
Capital City Development Corporation  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702  
[kwoods@ccdcboise.com](mailto:kwoods@ccdcboise.com)

*With a copy to:* John Brunelle, Executive Director  
Capital City Development Corporation  
121 N. 9th Street, Suite 501  
Boise, Idaho 83702  
[jbrunelle@ccdcboise.com](mailto:jbrunelle@ccdcboise.com)

**If to Boise City:** Stephanie Johnson, Public Art Program Manager  
Boise City Arts and History Department  
P.O. Box 500  
Boise, Idaho 83701-0500  
[sgjohnson@cityofboise.org](mailto:sgjohnson@cityofboise.org)

*With a copy to:* Boise City Attorney's Office  
Attn: Tyler Powers, Deputy City Attorney  
P.O. Box 500  
Boise, Idaho 83701-0500  
[tpowers@cityofboise.org](mailto:tpowers@cityofboise.org)

**20. Indemnification.** The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

a. To the extent permitted by law, the City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.

b. To the extent permitted by law, CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.

**21. Insurance Requirements.** Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.

**22. Anti-Boycott Against Israel Certification.** In accordance with Idaho Code Section 67-2346, the City, 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.

**23. Entire Agreement; Waivers.** This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.

**24. 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.

**25. Amendments to this Agreement.** CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said

requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

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

**IN WITNESS WHEREOF**, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement on the date last written below.

**FOR CCDC:**

By: \_\_\_\_\_  
John Brunelle, Executive Director

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Mary Watson, General Counsel

Date: April 10, 2023  
\_\_\_\_\_

CCDC Budget Info / For Office Use	
Fund	302
Account	6250
Activity Code	230036
Contract Term	September 30, 2025

**FOR BOISE CITY:**

By: \_\_\_\_\_  
Lauren McLean, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Lynda Lowry, *Ex-Officio* City Clerk

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Tyler Powers, Deputy City Attorney

Date: \_\_\_\_\_

**Exhibits:**

- A: City of Boise Memo, dated February 3, 2023
- B: Vicinity Map for Public Art Installation



## DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

# EXHIBIT A

**TO:** Doug Woodruff, Development Director, CCDC  
**FROM:** Stephanie Johnson, City of Boise  
**CC:** Jennifer Stevens, City of Boise  
**DATE:** 2/3/2023  
**RE:** 521 W Gove Street- Public Art

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### 521 W GROVE ST. T4 – PUBLIC ART REQUEST

In 2020, Capital City Development Corp (CCDC) concluded an extensive community engagement effort to reimagine the Old Boise Blocks on Grove Street. As a result of this effort, funding was allocated to the purchase, design, and construction of an 'Urban Public Space' in this district. In January of 2022, CCDC purchased a .21-acre parcel at 521 W. Grove Street to be redeveloped as a public space. The vision for the space, which is currently a parking lot near the Basque Block, is to celebrate the area's history and culture, which will be enhanced/reinforced by public art.

The urban park space and associated elements will ultimately be maintained by Boise Parks and Recreation and the Arts and History Department, representatives from both departments are collaborating throughout the process. The goal of this collaboration is to ensure site integration, concept, and design standards are met; and, upon completion of construction, city leadership is poised to accept the donation of the urban park site and associated site-based artwork.

In January of 2023, CCDC kicked off the project with a public outreach effort aimed at gathering feedback to guide the design of the public space site. Approval of a Type 4 Agreement with CCDC, will allow Arts & History staff will begin developing and guiding the artist selection and process for early artist input and integrated design, which is critical to the success of the project. Construction of the public space site is anticipated to be completed in 2025.

The Department of Arts & History makes the following request for use of CCDC funds:  
Public Art for 521 W Grove Public Space - \$400,000

# VICINITY MAP

## EXHIBIT B

CELEBRATING THE MULTI-CULTURAL HISTORY OF OLD BOISE – PUBLIC ART







## AGENDA BILL

<b>Agenda Subject:</b> Approve Resolution 1818 - 101 S. 27th St., KDP Corporate Headquarters. Type 1 Participation Agreement with Westend Holdings, LLC		<b>Date:</b> April 10, 2023
<b>Staff Contact:</b> Kassi Brown, Project Manager	<b>Attachments:</b> 1. Resolution 1818 2. Type 1 Agreement	
<b>Action Requested:</b> Adopt Resolution 1818 approving the Type 1 Participation Agreement with Westend Holdings, LLC and authorizing the Executive Director to execute the Agreement.		

### Background:

101 S. 27th St. was purchased by West End Holdings, LLC in December 2021 as part of their strategic plan for significant investment into the Boise market. With ownership in common with KDP Certified Public Accountants, LLP, West End Holdings, LLC completed the merger with Whittaker and Associates of Garden City, purchased the 27th Street property and began remodeling the building in September 2022. This location will serve as the new KDP corporate headquarters in which they will occupy roughly 65% of the newly renovated Class A office along with Berkshire Hathaway Realtors, bringing 50 professionals to the West End neighborhood daily. Total development costs are estimated to be \$5.8 million.

Building improvements include structural and roof repairs, electrical upgrades, new ADA restrooms and adding conference rooms. In addition to the updated building, streetscape upgrades will improve the corner of 27th & Main Streets. The overgrown landscape will be removed and an important pedestrian connection will be established with the new 8-foot-wide concrete sidewalk along Main Street. Installation of bio-retention planters, new trees and additional landscaping will meet the neighborhood streetscape standards, while seven new streetlights will illuminate the sidewalks.

The CCDC Board of Commissioners designated this project for One-time Assistance through the Agency's Type 1 program at its March 2023 meeting. Eligible expenses related to the streetscape improvements are estimated to be \$226,482. The final agreement is providing up to \$200,000 of assistance for eligible expenses per the Type 1 Participation Program policy.

The KDP Corporate Headquarters meets the requirements of the Participation Program as approved by the CCDC Board and advances the initiatives of the 30th Street district including the redevelopment of a vacant building, bringing additional jobs to the district and alignment with other redevelopment efforts in the area.

**Project Summary:**

- Located on the corner of 27th and Main Streets
- 17,160 square foot tenant improvement into Class A office space
- Streetscape improvements including new sidewalk along Main Street
- Improved walkability and safety within the West End neighborhood
- \$5,750,000 estimated total development costs
- \$226,482 estimated eligible expenses

**Timeline:**

- April 08, 2022 – Design Review Approval
- October 24, 2022 – T1 Application Received
- March 13, 2023 – Type 1 Designation
- April 2023 – Streetscape Improvement Construction Start
- TODAY – Type 1 Agreement Approval
- June 2023 - Estimated Completion
- Summer 2023 - CCDC Reimburse Eligible Expenses

**Fiscal Notes:**

The Agreement sets the not-to-exceed amount for reimbursement at \$200,000 per the Type 1 Participation Program policy. The Agency's Five-Year Capital Improvement Plan includes sufficient resources for this Agreement.

**Staff Recommendation:**

Authorize the Executive Director to execute the Type 1 Participation Agreement with West End Holdings, LLC.

**Suggested Motion:**

I move to adopt Resolution 1818 approving the Type 1 Participation Agreement with Westend Holdings, LLC and authorizing the Executive Director to execute the Agreement.

## **RESOLUTION NO. 1818**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND WEST END HOLDINGS, LLC; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, 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 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, West End Holdings, LLC, owns or controls certain real property addressed as 101 S. 27th Street, Boise, Idaho, and is planning to renovate an existing office building, including installation of five (5) new streetlights on Main Street, two (2) new streetlights on 27th Street, additional sidewalk on Main Street, and landscaping and planters on both Main and 27th Streets (the "Project"), all of which is located in the 30th Street Urban Renewal District; and,

WHEREAS, the Agency Board has adopted the Participation Program Policy wherein the Agency can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area; and,

WHEREAS, West End Holdings, LLC, is requesting reimbursement for the Public Improvements which meet the requirements of the Type 1 Streetscape Grant Participation Program; 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 with West End Holdings, LLC, whereby West End Holdings, LLC, will construct the Public Improvements and the

Agency will reimburse certain expenses for West End Holdings, LLC, to construct the Public Improvements as specified in the Agreement; and

WHEREAS, the Agency Board finds it in the best public interest to approve the Type 1 Streetscape Grant Participation Agreement with West End Holdings, LLC, 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 Type 1 Streetscape Grant Participation Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 1 Streetscape Grant Participation Agreement with West End Holdings, LLC, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical corrections to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 10, 2023, Agency Board meeting.

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

Section 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 April 10, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on April 10, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Latonia Haney Keith, 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 BOISE, IDAHO, also known as Capital City Development Corporation, 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, as a duly created and functioning urban renewal agency for Boise City, Idaho (“CCDC”), and WEST END HOLDINGS, LLC, an Idaho Limited Liability Company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually as a “Party.”

### RECITALS

A. The CCDC Board of Commissioners has adopted the Participation Program Policy which can assist private and public development projects with improvements that benefit the public and which are located in the public rights-of-way or a permanent public easement, called Eligible Expenses (“Eligible Expenses”).

B. Participant owns or controls certain real property addressed as 101 South 27th Street, Boise, Idaho 83702 (the “Project Site”) which is more accurately depicted on attached **Exhibit A**.

B. The Participant is planning to renovate an existing office building located on the project site (the “Project”). The Project is more accurately depicted on attached **Exhibit B**. The Project is located in the 30th Street District (“30th Street”).

C. The Participant is requesting reimbursement to install five (5) new streetlights on Main Street, two (2) new streetlights on 27th Street, add sidewalk on Main Street, and add landscaping and planters on both Main and 27th Streets. Under the provisions of the 30th Street Plan (“Plan”), CCDC may enter into cooperative agreements to achieve the objectives of the Plan.

D. The Project meets the requirements of the Type 1 Participation Program and also promotes a CCDC objective by advancing economic development goals of the district, creating new public amenities, and promoting connectivity and mobility. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**.

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 not mere recitations but are covenants of the Parties that are binding upon them and form a portion of the consideration for the agreements contained herein; 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 and Term.** 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. The Agreement Term shall commence on the Effective Date and continue until either: 1.) all obligations of each Party are complete; 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 180 days.

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.
- g. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

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's Actual Eligible Expenses not to exceed Two Hundred Thousand Dollars (\$200,000). Actual Eligible Expenses do not include soft costs such as 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.

**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 in which the Project is located 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 other 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: West End Holdings, LLC  
Attn: Mark Damon  
101 S. 27th Street  
Boise, Idaho 83702  
Phone: (208) 373-7890  
[mdamon@kdpllp.com](mailto:mdamon@kdpllp.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](mailto: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, defend, 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 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. The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

**17. Antidiscrimination During Construction.** 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, gender expression, national origin or ancestry, marital status, age, or handicap.

**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 Project Site notifying the public of CCDC’s involvement with the Project.

**20. Anti-Boycott Against Israel Certification.** In accordance with Idaho Code Section 67-2346, 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.

*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:**

West End Holdings, LLC  
An Idaho Limited Liability Company

  
\_\_\_\_\_  
Mark Damon, Manager

Date: March 23, 2023

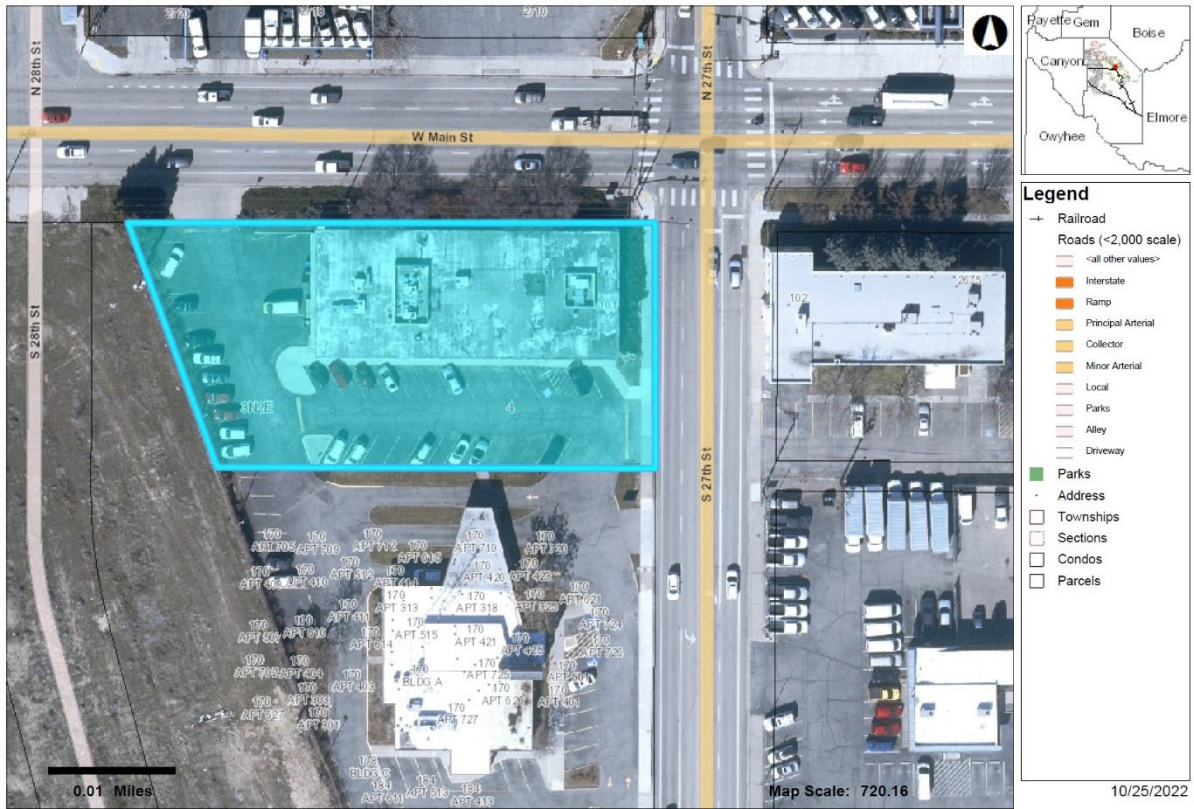
Exhibits

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

## Exhibit A: Project Site Map

### Ada County Assessor

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR LEGAL PURPOSES.

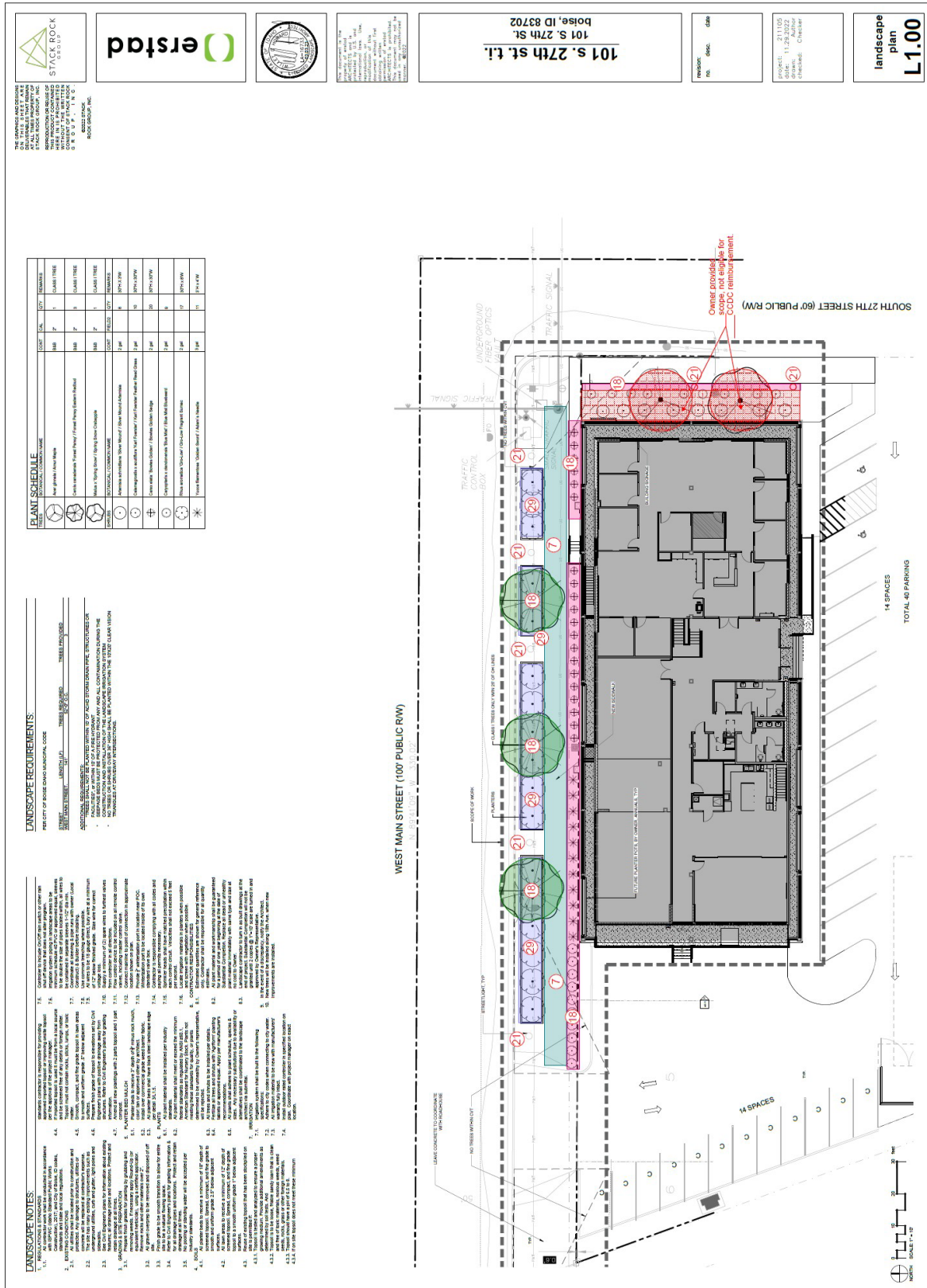




## Exhibit B: Project Renderings



## Page 3



## Exhibit D: Schedule of Eligible Expenses

<b>CCDC Participation Program</b> <b>Type 1 Eligible Expenses Application Form</b> Actual Eligible Costs To Be Determined by CCDC				
101 S. 27th St. TI - KDP		Plan Date: 2.22.2023	By: West End Holdings, LLC	
ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY				
#	ITEM DESCRIPTION	UNIT	QUANTITY	TOTAL COST
SITE PREPARATION: DIVISIONS 2 and 31				
1	Surface demolition			25,791
6	Stand alone tree removal		5	2,876
SIDEWALK WORK: DIVISION 32				
7	Concrete sidewalk	2,500 Sq. Ft.		37,299
8	Surface Prep			10,638
12	Irrigation			8,021
SITUATIONAL FURNISHINGS: DIVISION 32				
18	Street Trees/Landscaping		3	26,271
21	Street Lights		7	76,303
Total Streetscape Costs:				187,199
<b>CCDC Participation Program</b> <b>Eligible Costs Application Form</b> Actual Eligible Costs To Be Determined by CCDC				
INFRASTRUCTURE & UTILITIES: (In right-of-way)				
		UNIT	QUANTITY	TOTAL COST
STORM WATER MITIGATION: DIVISION 33				
28	Surface demo			12,386
29	Bio-retention planters		4	16,113
Total Infrastructure & Utilities Costs:				28,499
SUBTOTAL ELIGIBLE COSTS:				215,698
5% General Conditions (limit per program policy)				10,785
TOTAL ELIGIBLE COSTS:				226,482
TYPE ONE NOT-TO-EXCEED AMOUNT				200,000
<b>Important Note:</b> Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.				

## RESOLUTION NO. 1820

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 DESTRUCTION OF CERTAIN RECORDS ELIGIBLE FOR DESTRUCTION PURSUANT TO THE PUBLIC RECORD RETENTION POLICY APPROVED ON MARCH 13, 2017, THROUGH THE ADOPTION OF RESOLUTION NO. 1487; AUTHORIZING THE EXECUTIVE DIRECTOR TO DESTROY THOSE RECORDS CURRENTLY ELIGIBLE FOR DESTRUCTION; 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 30th Street Area Urban Renewal Plan ("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 City, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the State Street District Urban Renewal Project (the "State Street District Plan"), and following said public hearing the City adopted its Ordinance No. 45-21 on October 26, 2021, approving the State Street 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, the Gateway East District Plan, and the State Street District Plan are collectively referred to as the "Plans"; and,

WHEREAS, on March 13, 2017, the Agency Board approved Agency Resolution No. 1487 which adopted the Agency's Public Records Retention Policy and Email Policy (the "Public Record Retention Policy"), consistent with Idaho Code Section 50-907 regarding the classification and retention of records; and,

WHEREAS, the Agency believes it to be beneficial to have the Agency Board approve the destruction of records identified on Exhibit A, attached to this Resolution and incorporated by reference as if set forth in total herein, which are currently eligible for destruction pursuant to the Public Record Retention Policy; and,

WHEREAS, the Agency has notified the Boise City Clerk in writing that certain records are scheduled for destruction and has invited the City to notify the Agency within 30 days whether they wish to retain all or a portion of said records at their own expense; and,

WHEREAS, the Agency recommends approval of the destruction of those records currently eligible for destruction according to the Public Record Retention Policy, unless the Boise City Clerk should respond affirmatively within the given time frame that they wish the records to be retained; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to approve the destruction of those records currently eligible for destruction, provided that the Boise City Clerk does not indicate that the records should be retained.

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

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

Section 2: That the Executive Director is authorized and directed to take all action to destroy the records listed on Exhibit A, attached hereto, including providing advance notice to the Boise City Clerk.

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 April 10, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 10, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary



## RECORDS DESTRUCTION EXHIBIT SUMMARY SHEET

By my signature below, I certify the following statements.

I have reviewed the list of documents on the attached Exhibit. The listed documents are semi-permanent or temporary records as described in the Public Records Retention Policy adopted by the CCDC Board on March 13, 2017. All of the documents listed on the attached Exhibit are beyond the retention requirement and are therefore eligible for destruction.

The Boise City Clerk has been notified in writing of CCDC's intent to destroy these documents (see attached letter). CCDC will hold destruction of the documents until the date noted in the letter to provide the City Clerk an opportunity to request retention of the documents if they wish.

*Kathy Wanner*  
\_\_\_\_\_  
Kathy Wanner

April 10, 2023  
\_\_\_\_\_  
Date



April 10, 2023

Jamie Heinzerling  
Deputy City Clerk  
[cityclerk@cityofboise.org](mailto:cityclerk@cityofboise.org)  
PO Box 500  
Boise, ID 83701

Re: CCDC - Public Records Destruction

Dear Ms. Heinzerling,

Attached is Capital City Development Corporation's Resolution 1820 which was presented and adopted by the Board on April 10, 2023. This resolution authorizes the destruction of the attached temporary and/or semi-permanent records.

In compliance with Idaho Code Section 50-907 and the CCDC Public Records Retention Policy (approved on March 13, 2017, through the adoption of CCDC Resolution 1487), we are notifying you of our intent to destroy these records.

If you would like any of these documents to be retained, please notify me by May 10, 2023. If CCDC does not hear from you by that date, we will proceed with the destruction of these records on or after May 10, 2023.

Please contact me by phone at 208-384-4264 or email at [kwanner@ccdcboise.com](mailto:kwanner@ccdcboise.com) if you have any questions or require further information.

Sincerely,

Kathy Wanner  
Contracts Manager

# EXHIBIT A

## CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: April 10, 2023 - Resolution No. 1820

Date	Contents	Retention Classification	Eligible Destruction Date & Review
	<b>Digital and Paper copies of Public Records Requests</b>		
2/4/2020	Hayley Harding - List of Public Records Requests	SEMI-PERMANENT	2/4/2022
2/18/2020	Rachel Bjornestad - 9th & Front Surveillance - 2.14.20	SEMI-PERMANENT	2/18/2022
2/20/2020	Don Day - Pennbridge Capital	SEMI-PERMANENT	2/20/2022
3/9/2020	Don Day - BVEP and Chamber	SEMI-PERMANENT	3/9/2022
3/11/2020	Hayley Harding - Ethics Policies	SEMI-PERMANENT	3/11/2022
5/14/2020	Erin VanGundy - MOU Airport	SEMI-PERMANENT	5/14/2022
5/19/2020	Don Day - Emails Red Sky XXII Media	SEMI-PERMANENT	5/19/2022
5/20/2020	Don Day - Red Sky XXII Media Guy Hand	SEMI-PERMANENT	5/20/2022
7/10/2020	E. B. Schofield - Orig 1994 River-Myrtle Street Urban Design Plan	SEMI-PERMANENT	7/10/2022
7/13/2020	Don Day - SBF Central Bench Revenue	SEMI-PERMANENT	7/13/2022
7/13/2020	Don Day - Survey Responses - Grove Street	SEMI-PERMANENT	7/13/2022
7/28/2020	Renee Childress - RFQ Structural Engineering	SEMI-PERMANENT	7/28/2022
8/4/2020	Hayley Harding - Parking Garage Data	SEMI-PERMANENT	8/4/2022
9/14/2020	Margaret Carmel - ISG and 1010 Properties	SEMI-PERMANENT	9/14/2022
10/8/2020	Margaret Carmel - ISF and 1010 Different Dates	SEMI-PERMANENT	10/8/2022
10/9/2020	Don Day - PRR Requests for Payment	SEMI-PERMANENT	10/9/2022
10/13/2020	Renee Childress - RFQ Parking and Mobility	SEMI-PERMANENT	10/13/2022
12/15/2020	Kimberle English - Civic Plaza	SEMI-PERMANENT	12/15/2022



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# **V. ACTION ITEMS**



## AGENDA BILL

<b>Agenda Subject:</b> 617 Ash St., Hayman House Artwork and Interpretive Signage. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History		<b>Date:</b> April 10, 2023
<b>Staff Contact:</b> Karl Woods Senior Project Manager	<b>Attachments:</b> 1) Exhibit A – Site Map 2) Exhibit B – Estimate of Probable Cost	
<b>Action Requested:</b> Designate 617 Ash St., Hayman House Artwork and Interpretive Signage as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board Approval.		

### Background:

CCDC purchased the Erma Hayman House in 2011 from Richard Madre, Ms. Hayman's grandson, for \$108,800, with the intent to preserve the home as a cultural asset that honored his grandmother and shared the history of the neighborhood. Prior to any redevelopment of the property the Agency took a series of important first steps including;

- Ongoing care for the historic structure during a decade of careful preservation including regular inspections, cleaning and maintenance of roof and building exterior, care and maintenance of utilities year-round, and general protection against trespassing and vandalism of the vacant structure.
- An Archaeological dig in 2016, in collaboration with the University of Idaho, to learn more about the everyday life of residents in the neighborhood and preserve any important artifacts.
- Support of efforts by Preservation Idaho to create an artist in residence in 2014.
- The vacation of a dead-end alleyway in 2017 which helped unlock the full potential of the properties in the area.
- A lot line consolidation in 2017 to assemble the adjacent properties in preparation of a redevelopment effort focused to honor and respect the Hayman House cultural site.

The Agency gifted the property to the City of Boise in 2018 in a partnership to ensure the intention to permanently preserve the property came to fruition. Along with the property gift, the Agency provided the City with \$277,000 which was used to fund restorations, improvements,



operations, signage, and public art. In September of 2022, the Erma Hayman House officially opened as a City-owned cultural site. The Erma Hayman House links Boise's history to national themes of race, class, and place. The Erma Hayman House exists as a space where it is possible to explore these issues and lesser-known stories amidst the backdrop of local history.

Boise City Department of Arts & History staff program the property, through community collaboration, exhibitions, and public art. The City is requesting funding assistance to add additional programming and lighting, as described by the following;

- Six interpretive signs that identify the property as the Erma Hayman House, provide wayfinding, and offer interpretation of the history of the property and the River Street Neighborhood.
- Illuminate—by a new auxiliary lighting system—the public art, *Memoirs of Erma Hayman* by artist Vinnie Bagwell, to bring attention to the bas reliefs at night and during events.
- Provide a new projector adjacent the wall facing River Street to host temporary and rotating digital art projection, providing an opportunity for emerging and new media artists as an accessible visual experience to explore and interpret the mission of the Erma Hayman House.

The Agency is seeking approval to designate the project as eligible for Type 4 Capital Project Coordination Assistance. This designation will allow the partners to negotiate a final Type 4 Capital Improvement Contribution Agreement providing a commitment to reimburse Boise City Department of Arts & History the cost for Public Art and Interpretive Signage. This commitment reflects CCDC's continued efforts towards historic preservation and recognizes the importance and value that multicultural neighborhoods bring to Boise.

**Fiscal Notes:**

The actual cost-not to exceed \$100,000 – for Public Art and Interpretive Signage. The agency has sufficient funds to accommodate the funding request.

**Staff Recommendation:**

Designate the Hayman House Artwork and Interpretive Signage as eligible for Type 4 Capital Project Coordination assistance and direct the Agency to negotiate a final Agreement with Boise City Department of Arts & History.

**Suggested Motion:**

I move to designate Hayman House Artwork and Interpretive Signage as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board Approval.

## Exhibit A



### SITE IMPROVEMENTS PROPOSED PLAN

#### ERMA HAYMAN HOUSE

617 ASH STREET  
BOISE, IDAHO 83702  
LAST UPDATED: 3/12/23

#### ① SITE LIGHTING

Area: North side, adjacent to ramp.  
Type: Exterior LED Pedestal lights  
Description: Outdoor-rated wall wash lighting for artwork along parking structure wall.  
Approx. cost: \$xxxx

#### ② INTERPRETIVE SIGNAGE

Area: North side, adjacent to ramp.  
Type: High-pressure laminate (HPL) panels on custom-fabricated metal bases.  
Description: Full-color interpretive panels describing the cultural and historical importance of the site.  
Approx. cost: \$15,000

#### ③ SITE SIGNAGE

Area: Front yard fencing, East & West-facing.  
Type: Custom wood or metal lettering.  
Description: Custom lettering mounted to existing site fence denoting name of site: "Erma Hayman House".  
Approx. cost: \$8,000

#### ④ OUTDOOR PROJECTOR

Area: West side, facing parking structure wall.  
Type: Exterior-rated LED projector in custom housing.  
Description: Outdoor projector for displaying artwork on parking structure wall. Projector will be housed in custom enclosure for durability and vandalism-resistance.  
Approx. cost: \$35,000

#### COST SUMMARY\*

TOTAL: \$XXXX

\*Not including contractor fees, o/p, permitting, etc.

## Exhibit B

### Erma Hayman House Public Art and Interpretive Signage

Estimate of Probable Cost - 3/17/2023

Stephanie Johnson

Cost Component/Phase	Estimate Cost (\$)	Anticipated Timing	Notes
Art - Lighting and Structure	\$ 30,000.00	Summer 2023	Lighting to illuminate the bas reliefs on wall installation
Interpretive Signage	\$ 30,000.00	Summer 2023	Interpretive signs, design, fabrication and installation
Art Projection	\$ 40,000.00	Fall 2023	Includes electrical infrastructure installation and housing



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## AGENDA BILL

<b>Agenda Subject:</b> 2426 N. Arthur St., State & Arthur Apartments. Type 3 Transformative Assistance with Pacific West Communities, Inc.		<b>Date:</b> April 10, 2023
<b>Staff Contact:</b> Kevin Holmes, Project Manager	<b>Attachments:</b> 1) Site Map 2) Renderings 3) Public Improvement Plan	
<b>Action Requested:</b> Designate State & Arthur Apartments as eligible for Transformative Assistance participation and direct staff to negotiate a Type 3 Agreement with Pacific West Communities, Inc. for future board approval.		

### Background:

The State and Arthur Apartments is a mixed-use affordable housing development comprised of 102 multi-family units and ground floor commercial space. This project is being developed by Pacific West Communities, Inc. through the City of Boise's Housing Land Trust program. This unique model allows the developer to enter into a below market long-term lease with the City of Boise, owner of the underlying land. This arrangement allows the project to maintain affordable rental rates for residents earning 30-80% of the area median income (AMI).

Pacific West Communities has an established track record of working with the Agency to develop affordable housing. They have successfully completed two similar developments, Adare Manor and New Path Community Housing, both located within the 30th Street Urban Renewal District. The State and Arthur Apartments will build upon these earlier successes and provide urgently needed affordable housing along the State Street transportation corridor.

The mixed-use building will be five stories with apartments above podium parking and ground floor commercial space. There will be a total of 102 units, comprised of studio, 1, 2, and 3-bedroom units. The ground floor will include a leasing office, common areas, mail room, and bike storage/repair/washing stations in addition to approximately 1,500 square feet of proposed childcare or neighborhood-focused retail space facing State Street. Common areas include a second-floor outdoor courtyard with seating, playground, barbecue, and picnic areas.

The project area does include an approximately 9,500 square foot lot located outside the State Street URD boundary. This property was added to the project after the establishment of the State Street District boundaries. As a result, the Agency has taken care to exclude all improvements in this area, which generally consist of a driveway approach, 60 feet of sidewalk, and landscaping.

In July of 2022, this project received a designation under the Agency's Type 1: One Time Assistance program. Since then, the Participation Program has been updated, and the project is

now eligible for Type 3: Transformative Assistance. With Type 3 Board designation today, the Type 3 agreement would supersede the Board's earlier Type 1 designation.

### **Type 3 Transformative Assistance:**

The Type 3 Transformative Assistance program allows a more customized opportunity for impactful projects, with a goal of using limited district monies to leverage additional resources (federal, state, local) in the State Street corridor revitalization effort. The financial structure supporting State & Arthur includes federally issued Low-Income Housing Tax Credits (LIHTC) through the Idaho Housing and Finance Association and the Housing Land Trust program with the City of Boise. Agency funds add valuable support to this framework to create housing for residents between 30-80% AMI, a defined goal of the State Street District and Type 3 Program.

The developer has requested assistance with streetscapes, public infrastructure upgrades, and site remediation. Submitted eligible expenses associated with streetscapes on all frontages are estimated at \$195,000. Public infrastructure upgrades include undergrounding power, upgraded water and sewer lines, public stormwater facilities, rebuilding a section of Arthur Street, and a new Valley Regional Transit bus stop on State Street. This work is estimated to cost \$330,000. In addition, site-specific remediation work, in the form of rammed aggregate piers, is required to address the poor soils on the site at an estimated cost of \$400,000. The list of Eligible Expenses will be verified with program requirements and detailed in the final agreement.

### **Next Steps:**

The project received Design Review approval and construction is slated to begin this summer. Should the Board approve this designation, the Agency will negotiate a multi-year reimbursement schedule that balances district objectives and projected financial resources. A final agreement will be brought to the Board within six months.

### **Project Summary & Timeline:**

- 102 units- mix of studio, 1, 2, and 3 bedrooms
- Rental rates range from 30% - 80% AMI
- 1,500 square foot daycare facility or neighborhood-focused retail space
- \$39 million Total Development Costs
- \$925,000 Estimated Eligible Expenses
- March 2022 – Design Review Approval
- March 2023 – Type 3 Application
- **TODAY – Type 3 Designation**
- Spring 2023 – Type 3 Approval
- Summer 2023 – Construction begins
- Winter 2025/2026 – Construction completes

### **Fiscal Notes:**

The project's estimated Eligible Expenses could be as high as \$925,000. Designation by the Board today does not create financial obligations on the Agency but instead allows the Agency to negotiate with the developer for Type 3 assistance that is sensitive to Agency resources.

### **Staff Recommendation:**

Direct the Agency to negotiate a final Type 3 Agreement for future board approval.

### **Suggested Motion:**

I move to direct staff to negotiate a final Type 3 Agreement with Pacific West Communities, Inc. for future board approval.



## Attachment #1 – Site Map



## Attachment #2 – Renderings



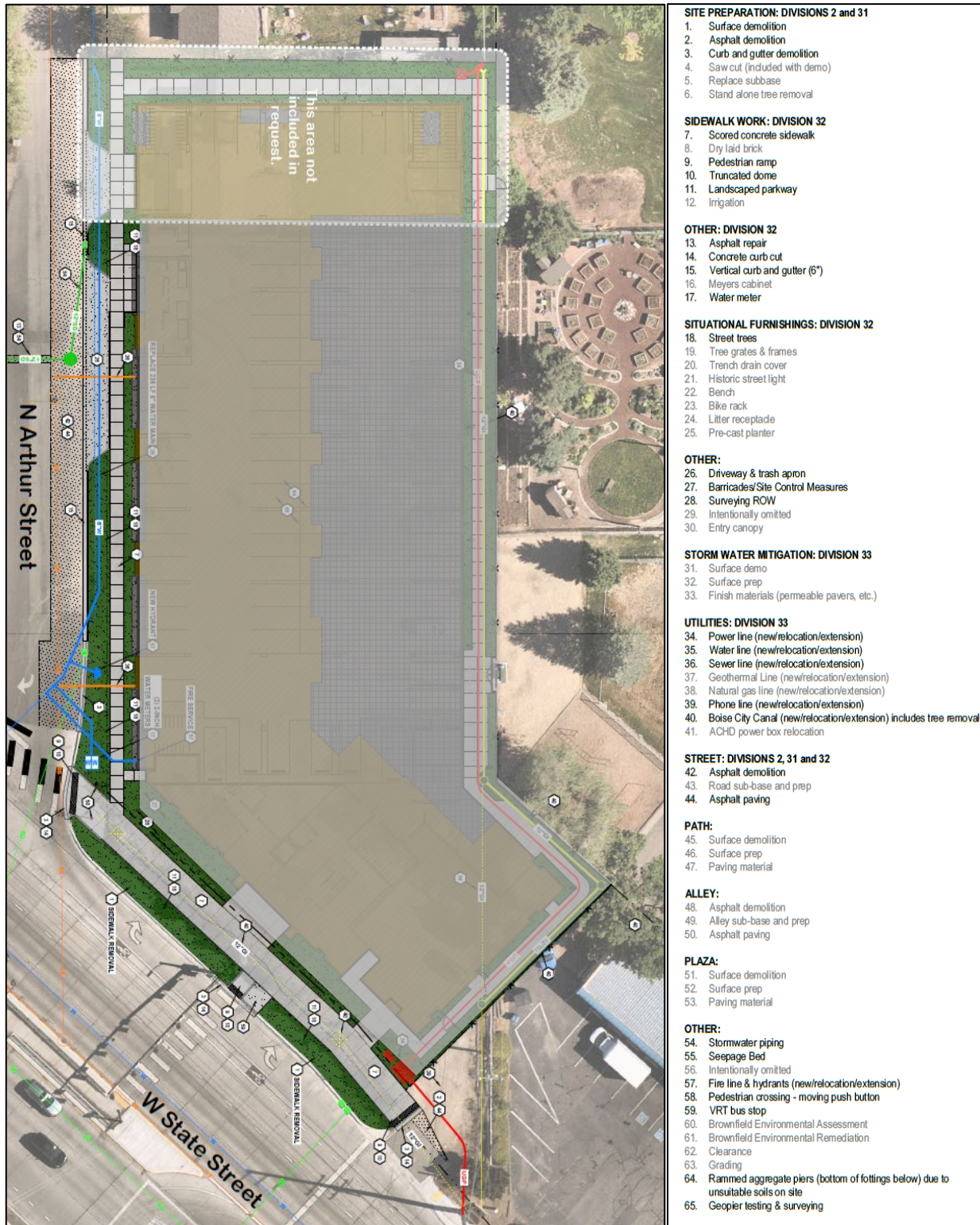
Perspective From Taft Elementary Field



Perspective Along State Street



## Attachment #3 – Public Improvement Plan







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## AGENDA BILL

<b>Agenda Subject:</b> Award Contract Fulton Street Improvements: Capitol Boulevard to 9 <sup>th</sup> Street		<b>Date:</b> April 10, 2023
<b>Staff Contact:</b> Kathy Wanner Contracts Manager  Kassi Brown Project Manager	<b>Attachments:</b> A. Location Map – Fulton Street B. Resolution 1819 C. Bid Results D. Bid Received from Idaho Site Works, LLC	
<b>Action Requested:</b> Adopt Resolution 1819 awarding the Public Works Contract for the 2023 Fulton Street Improvements Project to Idaho Site Works, LLC.		

### **Background:**

The Fulton Street Improvements project includes streetscape enhancements within the Fulton Street right-of-way between 9th Street and Capitol Blvd. In March 2021 the Agency selected The Land Group as the Design Professional of Record and by early 2022 the Agency completed concept analysis that engaged with residents, agency partners, business and property owners on Fulton Street to understand existing needs and desires along the corridor. A hybrid concept based on the analysis findings was approved by Boise City Council in April 2022 and The Land Group completed the final design in October 2022. Improvements include widened sidewalks, expanded tree canopies, fiber optic upgrades, enhanced ADA parking, alley improvements and full right of way repaving.

As one of the only remaining streets in downtown Boise which does not have consistent sidewalk or streetscape improvements, this project will implement comprehensive infrastructure that addresses safety and mobility concerns, enhances business opportunities and further activates the street life in this underutilized area.

### **Bidding Requirements:**

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000. The Agency is required to select the qualified bidder submitting the lowest responsive bid. The Agency advertised an Invitation to Bid for the Fulton Street Improvements Project in the *Idaho Statesman* newspaper on February 28 and March 7, 2023. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan room at the Idaho Association of General Contractors. A non-mandatory pre-bid meeting was held on March 9, 2023 at the

Agency offices and continued with a site walk of the Fulton Street location. Four general contractors and several subcontractors attended the pre-bid meeting.

Three bids were received by the March 22 deadline:

Company	Base Bid	Bid Alternates A, C, D, E	Total Bid Amount (Base Bid less Bid Alts.)
Idaho Site Works, LLC	\$2,957,842	(-\$100,044)	\$2,857,798
Guho Corp.	\$3,400,043	(-\$300,400)	\$3,099,643
LaRiviere, Inc.	\$3,857,146	(-\$76,206)	\$3,780,940

Each bid was submitted in a timely manner and met all required submission criteria; each bidder has appropriate and valid public works contractor licenses. Idaho Site Works, LLC submitted the lowest responsive bid.

The Agency employed the use of the five deductive bid alternates to maximize flexibility in project budget, project design, and project schedule and recommends implementing four of the five deductive bid alternates A, C D, and E.

**Fiscal Notes:**

The total bid amount submitted by Idaho Site Works, LLC is \$2,857,798. The Agency's FY2023 budget includes sufficient funding to proceed with the work.

**Staff Recommendation:**

Adopt Resolution 1819 recognizing Idaho Site Works, LLC as the lowest responsive bidder for the Project and awarding the 2023 Fulton Street Improvements Project to Idaho Site Works, LLC for a total of \$2,857,798.

**Suggested Motion:**

I move to adopt Resolution 1819 recognizing Idaho Site Works, LLC as the lowest responsive bidder, awarding the 2023 Fulton Street Improvements Project contract to Idaho Site Works, LLC for the total bid amount of \$2,857,798 and authorizing the Executive Director to execute the contract and expend funds.

Attachment A - Location Map



**ATTACHMENT B**  
**RESOLUTION 1819**

## RESOLUTION NO. 1819

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING IDAHO SITE WORKS, LLC, IS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST RESPONSIVE BID FOR THE 2023 FULTON STREET IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT BETWEEN THE AGENCY AND IDAHO SITE WORKS, LLC, TO UNDERTAKE AND COMPLETE THE 2023 FULTON STREET IMPROVEMENTS PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Agency issued an Invitation to Bid for its 2023 Fulton Street Improvements Project (the “Project”) on February 28, 2023, inviting properly licensed construction firms to submit sealed bids for the construction; and,

WHEREAS, the Agency published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on February 28 and March 7, 2023; and,

WHEREAS, the Agency requested that bidders provide a Base Bid and five (5) deductive Bid Alternates for the Project; and,

WHEREAS, the Agency’s Invitation to Bid set forth specific bidding procedures and specifications that the Agency considered to be in its best interest and critical to its ability to receive the exact services sought to be procured, including submission of a responsive sealed bid by a licensed public works contractor, submission of supplement to bid form, and an affidavit concerning taxes; and,

WHEREAS, the Agency received three (3) sealed bids by the due date and time of 3:00 p.m. on March 22, 2023; and,

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

WHEREAS, the Agency employed the use of the five (5) deductive Bid Alternates to maximize flexibility in Project budget, Project design, and Project schedule; and,

WHEREAS, the Agency selects and recommends that the Agency Board implement four of the five deductive Bid Alternates for the Project:

**Bid Alternate A** for Asphalt Paving and Base Material for Commercial Streets;  
**Bid Alternate C** for Standard Concrete Paving in lieu of Decorative Paving Type 3;  
**Bid Alternate D** for Asphalt Paving and Base Material for Parking Areas; and  
**Bid Alternate E** for Standard Concrete Paving in lieu of Decorative Paving Type 5; and,

WHEREAS, the bid received from Idaho Site Works, LLC, for the Base Bid and Agency-selected Bid Alternates A, C, D, and E (collectively, the “Total Bid Amount”) in the amount of TWO MILLION EIGHT HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS (\$2,857,798) was the lowest responsive bid submitted, which bid amount is within the Agency’s budget limit for the Project; and,

WHEREAS, the Agency recommends the Agency Board award the construction contract for the Project to Idaho Site Works, LLC, as the lowest responsive bidder; and

WHEREAS, the Agency Board finds it in the best public interest to award the construction contract to Idaho Site Works, LLC, to complete the Project for the bid amount and to authorize the Agency Executive Director to execute a public works construction contract with Idaho Site Works, LLC, for same.

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

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

Section 2: That the Board hereby finds that Idaho Site Works, LLC, submitted the lowest responsive bid for the 2023 Fulton Street Improvements Project.

Section 3: That the Agency Executive Director is hereby authorized to negotiate and execute a public works construction agreement with Idaho Site Works, LLC, for the Total Bid Amount of TWO MILLION EIGHT HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS (\$2,857,798), consistent with the Board's stated instructions at the April 10, 2023, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the public works construction agreement, subject to representations by Agency legal counsel that all conditions precedent to those actions and the public works construction agreement or other documents are acceptable and consistent with the comments and discussions received at the April 10, 2023, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the Total Bid Amount of \$2,857,798 plus up to 10% of that amount for contingencies if determined necessary in his best judgement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 10, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 10, 2023.

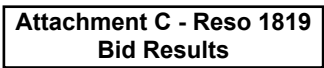
URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
Latonia Haney Keith, Chair

ATTEST:

By: \_\_\_\_\_  
Lauren McLean, Secretary





## Bid Results

[illegible]

**SECTION 00 41 13 BID FORM**

**BID FORM**

PROJECT: **FULTON STREET IMPROVEMENTS PROJECT**

THIS BID IS SUBMITTED TO:

Capital City Development Corporation  
Attn: Fulton Street Improvement Project  
Via email: [bids@ccdcb Boise.com](mailto:bids@ccdcb Boise.com)

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

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

Addendum No.

Addendum Date

1-5

None

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

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

and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.

- c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.
- d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

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

### SUBCONTRACTORS

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

### FAILURE TO NAME SUBCONTRACTORS AS REQUIRED BY IDAHO CODE SHALL RENDER ANY BID SUBMITTED NON-RESPONSIVE AND VOID.

#### Plumbing

Shiloh  
Address: 3508 Airport Rd  
Nampa, ID 83651  
Public Works License No. PWC-C-11435  
Idaho Plumbing Contractors License No. PLB-C-12007

#### Heating & Air Conditioning

NA  
Address:  
Public Works License No.  
Idaho HVAC Contractors License No.

#### Electrical

Alloway Electric  
Address: 502 E. 45th St.  
Boise, ID 83714  
Public Works License No. PWC -C-12494-A-4  
Idaho Electrical Contractors License No. ELE C131



**BASE BID - OFFER**

All the work described in the Project Manual, Bid Drawings and Specifications.

Two Million Nine Hundred Fifty-Seven Thousand Eight Hundred Forty-one Dollars and Sixty Cents

(\$ 2,957,841.60 ) Dollars, lawful money of the United States.

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

CCDC reserves the right to include any and/or all Bid Alternates in the Contract Award. If one or more Bid Alternates are chosen for inclusion, CCDC will total the offers made by each Bidder for the Base Bid plus chosen Bid Alternates to determine the lowest responsive bid.

**BID ALTERNATE INSTRUCTIONS**

Submit bids for all Alternates listed below and described in Section 01 23 00 - ALTERNATES.

**BID ALT "A" - OFFER**

Provide all labor and material to install Asphalt Paving and Base Material for Commercial Streets per ACHD Standards in lieu of Heavy Duty Concrete Paving shown on Construction Drawings.

DEDUCT: Thirty-One Thousand Two Hundred Twenty Dollars

(\$ 31,220.00 ) Dollars, lawful money of the United States.

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

**BID ALT "B" - OFFER**

Provide all labor and materials to install Decorative Paving Type 4 in lieu of Decorative Paving Type 3 (Pavers) shown on Construction Drawings.

DEDUCT: Thirty-Four Thousand Six Hundred Forty-Three Dollars and Ten Cents

(\$ 34,643.10 ) Dollars, lawful money of the United States.

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

**BID ALT "C" - OFFER**

Provide all labor and materials to install Standard Concrete Paving per ACHD Supp. Standard SD-709 in lieu of Decorative Paving Type 3 (Pavers) shown on Construction Drawings.

DEDUCT: Forty-Eight Thousand Six Hundred Eighty-Seven Dollars and Sixty Cents

(\$ 48,687.60 ) Dollars, lawful money of the United States.

**BID ALT "D" - OFFER**

Provide all labor and material to install Asphalt Paving and Base Material for Commercial Streets per ACHD in lieu of Heavy Duty Concrete Paving shown on Construction Drawings.

**DEDUCT:** Thirteen Thousand One Hundred Seventy-Six Dollars  
(\$ 13,176.00 ) Dollars, lawful money of the United States.


**BID ALT "E" - OFFER**

Provide all labor and material to install Standard Concrete Paving per ACHD Supp. Standard SD-709 in lieu of Decorative Paving Type 5 shown on Construction Drawings.

**DEDUCT:** Six Thousand Nine Hundred Sixty Dollars  
(\$ 6,960.00 ) Dollars, lawful money of the United States.

**BID FORM SIGNATURE**

SUBMITTED on March 22, 2023.

X   
SIGNATURE  
Jordan Koyle President

Print Name and Title  
Idaho Site Works, LLC

Contractor / Company  
1123 12th Ave Rd #408

Address  
Nampa, ID 83686

City, State, Zip

044801

Idaho Public Works Contractor License No.  
November 2023

License Expiration Date  
811296091

Federal Tax ID #  
estimating @idahositeworks.com

E-mail Address  
208-412-0173

Phone No.  
888-302-7705

Fax No.

**ATTENTION:** Did you remember your Supplement to Bid Form and Contractor's Affidavit Concerning Taxes? Supplement to Bid Form and Contractor's Affidavit Concerning Taxes are **REQUIRED**.

**IF SUPPLEMENT TO BID FORM, AND CONTRACTOR'S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.**

END OF SECTION 00 41 13

**SECTION 00 43 10 SUPPLEMENT TO BID FORM  
EXECUTE AND SUBMIT WITH BID**

*CCDC has provided this document in a separate EXCEL format to aid Bidders.*

**SCHEDULE A**

All Bidders must provide unit prices for the items listed below as described by Project Drawings and Specifications, Downtown Boise Streetscape Standards & Specifications Manual (DBSSSM), ISPWC and ACHD Supplemental Standards. These unit prices apply to and shall be the same for Base Bid and any subsequent and approved Change Orders.

LS = Lump Sum, AC = Acre, CY = Cubic Yard, SF = Square Foot, EA = Each, SY = Square Yard, CF = Cubic Foot

<b>Schedule A: Base Bid Work Item and Change Order Schedule</b>					
<b>Item No.</b>	<b>Work Items (Refer to drawings for more information)</b>	<b>Unit of Measure</b>	<b>Est. Quantity</b>	<b>Unit Price (\$/Unit)</b>	<b>Extension</b>
<i>Division 100</i>					
1	Mobilization / Demobilization / General Conditions	LS	1	397,000.00	397,000.00
<i>Division 200</i>					
2	Clearing and Grubbing	AC	0.15	10,000.00	1,500.00
3	Removal of Obstructions	LS	1	75,000.00	75,000.00
4	Removal of Concrete, Asphalt, and Pavers	SY	5,714	18.00	102,852.00
5	Removal of Concrete Curb	LF	1,155	7.00	8,085.00
6	Unsuitable Material Excavation	CY	1,146	100.00	114,600.00
<i>Division 300</i>					
7	Boring for Fiber Conduit @ 8 <sup>th</sup> St	LF	75	120.00	9,000.00
<i>Division 500</i>					
8	4" Clean Out per ISPWC SD-506	EA	3	900.00	2,700.00
<i>Division 600</i>					
9	6" Dia Storm Drain Pipe (Including Excavation, Bedding, and Backfill)	LF	331	90.00	29,790.00
10	6" Dia. Perf. Storm Drain Pipe (Including Excavation, Bedding and Backfill)	LF	742	40.00	29,680.00
11	Catch Basin – Type I per ISPWC SD-601 (ACHD Supp.). (Including Excavation, Base Prep, and Backfill)	EA	3	3,000.00	9,000.00
12	Catch Basin – Type IV per ISPWC SD-604A (ACHD Supp.). (Including Excavation, Base Prep, and Backfill)	EA	11	3,000.00	33,000.00
13	Catch Basin – Type III per ISPWC SD-603 (ACHD Supp.). (Including Excavation, Base Prep, and Backfill)	EA	3	3,500.00	10,500.00



Item No.	Work Items (Refer to drawings for more information)	Unit of Measure	Est. Quantity	Unit Price (\$/Unit)	Extension
14	NDS 12" Catch Basin (1200BLKIT) w/ ADA Compliant Black Grate (Part No. 1213) & Flexstorm Catch-It Inlet Protection (Including Excavation, Base Prep, and Backfill)	EA	2	1,000.00	2,000.00
15	Monitory Well per ACHD BMP 33	EA	15	750.00	11,250.00
16	Trench Grate and Concrete Channel with Cover per DBSSSM	LF	30	120.00	3,600.00
17	Clean Out Per ACHD BMP 33	EA	18	900.00	16,200.00
<i>Division 700</i>					
18	Concrete Pavement per ACHD Standards – Heavy Duty Concrete 6"-Thick, Standard Color (Including Excavation, Base Prep, and Agg. Base)	SY	1,846	107.00	197,522.00
19	Concrete Pavement Per ACHD Standards – Decorative Type 1, 6"-Thick, Dark Gray Color (Including Excavation, Base Prep, and Agg. Base)	SY	127	150.00	19,050.00
20	Concrete Pavement - Decorative Type 2, 6"-Thick, Medium Gray Color (Including Excavation, Base Prep, and Agg. Base)	SY	320	150.00	48,000.00
21	Concrete Sidewalk per ACHD SD-709 – 5" Thick (Including Excavation, Base Prep, and Agg. Base)	SY	1,395	105.00	146,475.00
23	Concrete Sidewalk per ACHD SD-709 – Decorative Type 5, 5" Thick, Medium Gray Color (Including Excavation, Base Prep, and Agg. Base)	SY	174	135.00	23,490.00
24	Vertical Curb and Gutter per ISPWC SD-701 (ACHD Supp.) (Including Excavation, Base Prep, and Agg. Base)	LF	440	50.00	22,000.00
25	Rolled Curb and Gutter per ISPWC SD-702R (ACHD Supp.) (Including Excavation, Base Prep, and Agg. Base)	LF	1,060	50.00	53,000.00
26	4'-Wide Concrete Valley Gutter per ISPWC SD-708 (ACHD Supp.) (Including Excavation, Base Prep, and Agg. Base)	LF	235	90.00	21,150.00



Item No.	Work Items (Refer to drawings for more information)	Unit of Measure	Est. Quantity	Unit Price (\$/Unit)	Extension
27	Concrete Step with 42" Tall Metal Warning Railing (Including Excavation, Base Prep, and Agg. Base)	LS	1	6,000.00	6,000.00
28	Pedestrian Ramp – 6' Wide w/ Detectable Warning Domes (Tactile Warning Surface) per ISPWC SD-712A (Including Excavation, Base Prep, and Agg. Base)	EA	9	3,000.00	27,000.00
29	Detectable Warning Domes (Tactile Warning Surface) per ISPWC SD-712 (ACHD Supp.)	SF	56	66.00	3,696.00
30	12"x12" Detectable Directional Tiles (Armor-Tile-503, Color: Ocean Blue Color No. 15187)	LF	99	66.00	6,534.00
31	Dry Laid Concrete Pavers - Decorative Paving – Type 3 per DBSSSM (Including Excavation, Base Prep, and Agg. Base)	SF	9,363	14.20	132,954.60
32	Dry Laid Brick Paver, (Owner Provided (Ironspot Blend & Manganese Ironspot) or Salvaged Pavers) (Including Excavation, Base Prep, and Agg. Base)	SF	2,075	13.00	26,975.00
33	Permeable Pavers (Including Excavation, Base Prep, Geotextile Fabric, Drain Rock, and Agg. Base)	SF	350	12.00	4,200.00
<i>Division 800</i>					
34	Asphalt Pavement - 9 <sup>th</sup> and Capitol R.O.W. (Including Excavation, Base Prep, Agg. Base, and Fill)	SY	230	150.00	34,500.00
35	Asphalt Pavement - 8 <sup>th</sup> (Including Excavation, Base Prep, Agg. Base, and Fill)	SY	6	230.00	1,380.00
36	Asphalt Pavement – Repair at Private Property (Including Excavation, Base Prep, Agg. Base, and Fill)	SY	69	120.00	8,280.00
<i>Division 1000</i>					
37	Sediment Control (SWPPP)	LS	1	60,000.00	60,000.00
<i>Division 1100</i>					
38	Street Light, Type-30' Roadway Light (Including Excavation, Base Prep, Base, Junction Box, and Backfill)	EA	4	11,000.00	44,000.00

Item No.	Work Items (Refer to drawings for more information)	Unit of Measure	Est. Quantity	Unit Price (\$/Unit)	Extension
39	Street Light, Type- Historic (Including Excavation, Base Prep, Base, Junction Box, and Backfill)	EA	16	7,500.00	120,000.00
40	Street Light Conduit and Wire	LF	1,800	65.00	117,000.00
41	Junction Box @ Existing Capitol Blvd Light (Including Excavation, Base Prep, and Backfill)	EA	1	2,300.00	2,300.00
42	3'X3' Concrete Vault for Fiber Utility (Including Excavation, Base Prep, and Backfill)	EA	8	3,000.00	24,000.00
43	Conduit for Fiber Utility (Including Excavation, Bedding, and Backfill)	LF	780	28.00	21,840.00
44	Construction Traffic Control	LS	1	90,000.00	90,000.00
45	Traffic Control Signs	LS	1	10,000.00	10,000.00
46	Pavement Markings	SF	802	12.00	9,624.00
<i>Division 2000</i>					
47	Misc. Utility, Adjust to Grade	EA	19	800.00	15,200.00
<i>Miscellaneous</i>					
48	Bike Rack per DBSSM (Including Base Prep and Hardware)	EA	32	1,600.00	51,200.00
49	Tree Grate per DBSSM (Including Excavation, Base Prep, Concrete Curbing, and Hardware)	EA	36	4,000.00	144,000.00
50	Bollard per DBSSM (Including Excavation, Base Prep, and Hardware)	EA	18	1,000.00	8,000.00
51	Parking Meter Post (Meter By City)	EA	14	900.00	12,600.00
52	Precast Concrete Wheel Stops (Including Hardware)	EA	19	170.00	3,230.00
53	Suspended Pavement System – Silva Cell (Including Excavation, Base Prep, Geotextile Fabric, Backfill, and Amended Soils)	CF	23,298	22.00	512,556.00
54	Street Tree	EA	33	1,000.00	33,000.00
55	Irrigation System and Components	SF	7,682	4.00	30,728.00
56	Abandon Well (Removed Subsurface Structure & Related Appurtenances in Accordance with IDWR and Idaho DEQ)	LS	1	600.00	600.00
<b>Schedule A (Base Bid) Total:</b>					<b>\$2,957,841.60</b>

Total of lines above shall equal the Base Bid Total. The prices shall include all labor, materials, removal, overhead, profit, bonds, insurance, etc. to cover the finished work as called for on the drawings and specifications.

The Schedule A (Base Bid) Total is solely for the purpose of estimating and receiving comparable bids and quantities may change based on actual construction.

The Contractor shall perform all work as required by the Contract Documents, including, but not limited to the list provided above. The Contractor shall verify all items and quantities with the construction drawings and specifications.

Schedule B: Bid Alternate Work Item and Change Order Schedule on next page.

**SCHEDULE B**

All Bidders must provide unit prices for the items listed below as described by Project Drawings and Specifications, Downtown Boise Streetscape Standards & Specifications Manual (DBSSSM), ISPWC and ACHD Supplemental Standards. These unit prices apply to and shall be the same for Bid Alternates and any subsequent and approved Change Orders.

Schedule B: Bid Alternate Work Item and Change Order Schedule					
Item No.	Work Items (Refer to drawings for more information)	Unit of Measure	Est. Quantity	Unit Price (\$/Unit)	Extension
<i>Division 700</i>					
57	Concrete Sidewalk per ACHD SD-709 – Decorative Type 4, 5" Thick, Palomino Color (Including Excavation, Base Prep, and Agg. Base)	SY	9,363	10.50	98,311.50
<i>Division 800</i>					
58	Asphalt Pavement on Fulton Street Parking (Including Excavation, Base Prep, and Agg. Base – Excludes repairs at 8 <sup>th</sup> , 9 <sup>th</sup> , Capitol & Adjacent Properties)	SY	1,846	79.00	145,834.00
59	Asphalt Pavement on Fulton Street Travel Lanes (Including Excavation, Base Prep, and Agg. Base – Excludes repairs at 8 <sup>th</sup> , 9 <sup>th</sup> , Capitol & Adjacent Properties)	SY	486	80.00	38,880.00

LS = Lump Sum, AC = Acre, CY = Cubic Yard, SF = Square Foot, EA = Each, SY = Square Yard, CF = Cubic Foot

The Contractor shall perform all work as required by the Contract Documents, including, but not limited to the list provided above. The Contractor shall verify all items and quantities with the construction drawings and specifications.

SUBMITTED on March 22, 2023.

X  
SIGNATURE

Jordan Koyle President

Print Name and Title

Idaho Site works, LLC

Contractor / Company

1123 12th Ave Rd #408

Address

Nampa, ID 83686

City, State, Zip

044801

Idaho Public Works Contractor License No.

November 2023

License Expiration Date

811296091

Federal Tax ID #

estimating@idahositeworks.com

E-mail Address

208-412-0173

Phone No.

888-302-7705

Fax No.

END OF SECTION 00 43 10

SUPPLEMENT TO BID FORM

00 43 10 - 6



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

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

COUNTY OF Canyon

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

Idaho Site Works, LLC

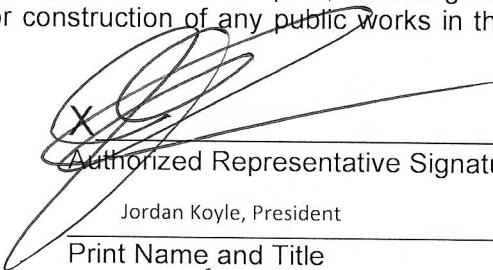
Contractor / Company

1123 12th Ave Rd. #408

Address

Nampa, ID 83686

City, State, Zip

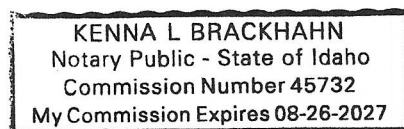
  
Authorized Representative Signature


Jordan Koyle, President

Print Name and Title

Jordan Koyle

Subscribed and sworn to before me this 22nd day of March, 2023.



  
Notary Public  
Residing at: Nampa ID  
Commission Expires: 08/26/2027

END OF SECTION 00 45 46



# **AIA**® Document A310™ – 2010

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*

**Idaho Site Works, LLC  
1123 12th Avenue Rd. #408  
Nampa, ID 83686**

### **SURETY:**

*(Name, legal status and principal place of business)*

**Westfield Insurance Co.  
One Park Circle  
Westfield Center, OH 44251**

### **OWNER:**

*(Name, legal status and address)*

**Capital City Development Corp  
121 N 9TH St, Suite 501  
Boise, ID 83702**

**BOND AMOUNT: \$ Five Percent (5%) of Amount Bid**

### **PROJECT:**

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

**Fulton Street Improvements Project  
Boise, Idaho**

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

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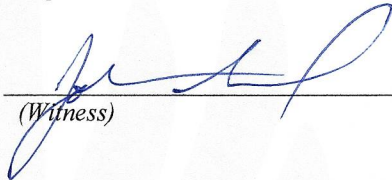
User Notes:

(3B9ADA24)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **20 day of March, 2023**

  
(Witness)

  
(Witness)

**Idaho Site Works, LLC**  
(Contractor as Principal) (Seal)

(Title)

**Westfield Insurance Co.**  
(Surety) (Seal)

(Title) **Jenae M. Sexton, Attorney-In-Fact**

Init.

/

# **Additions and Deletions Report for**

## **AIA® Document A310™ – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:39:06 on 09/28/2018.

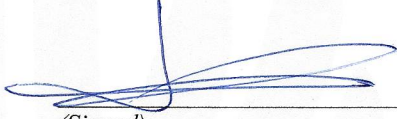
PAGE 1



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:39:06 on 09/28/2018 under Order No. 5583303336 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

**Jenae M. Sexton, Attorney-In-Fact**

(Title)

**March 20, 2023**

(Dated)

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1120102 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**JENAE SEXTON**

of CALDWELL and State of ID its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MAY A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 01st day of MAY A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20 day of March A.D., 2022.



Frank A. Carrino, Secretary





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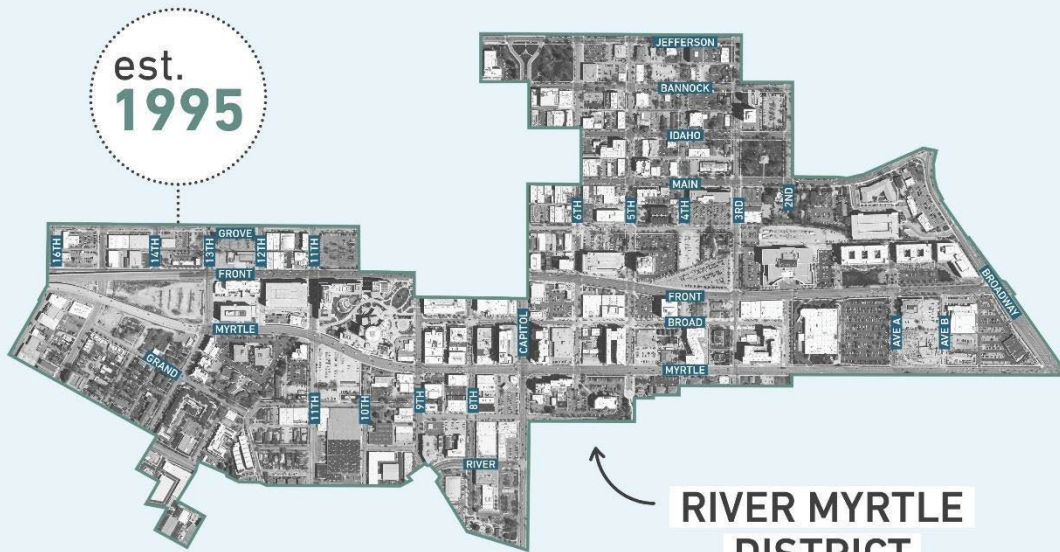
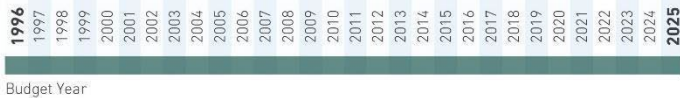


DATE: April 10, 2023  
TO: Latonia Haney Keith, Chair  
Board of Commissioners  
FM: John Brunelle, Executive Director  
RE: CCDC Monthly Report

## RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



DISTRICT MAP



## Economic Development

### **150 S. 5th St. - CW Moore Park Improvements – PP Type 4**

**Partnership with Boise Parks:** This partnership with Boise Parks and Recreation will upgrade CW Moore Park. The Agency is working with the Parks Department to help fund the improvements, not to exceed \$200,000. The Board approved the project in March for T4 Agreement Designation. Staff is awaiting further information while the City reviews the project's scope. *Project Lead: Karl Woods*

### **210 W Main St. - US Assay Office Pathway & Landscaping - PP Type 1:**

Landscaping and historical improvements on the US Assay Office. The Board approved an agreement in August, and work is underway. *Project Lead: Kevin Holmes*

### **1201 W. Grove St. - The Broadstone Saratoga - PP Type 4:**

A 334 unit, mixed-use development with 377 parking spaces and ground floor retail. With \$100 million in total development costs, the Agency expects a \$1.9 million reimbursement for alley improvements, streetscapes, and utility work. The project coordinates overlapping public improvements with the Rebuild Linen Blocks on Grove Street capital project between 12th and 13th Streets. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in August. The Agency will present a final agreement for Board approval in May. *Project Lead: Kevin Holmes*

**200 N. 4th St. - ICCU Plaza - PP Type 2:** BVA Development is constructing a 13-story commercial/office space tower, and an 11-story residential/multi-family tower, which includes 125 apartments and 150,000 square feet of Class A office space.

The public improvements eligible for CCDC reimbursement include streetscapes along 4th, Main, and Bannock streets. Utility upgrades and expansion work includes upgrading and undergrounding power lines, new underground fiber, and the sewer expansion mainline. Total development costs are estimated at \$124 million, and Eligible Expenses at \$2.2 million. The project is requesting the use of Capital Improvement Plan funds dedicated to housing developments which will be completed before the expiration of the RMOB District. The Board designated the project for Type 2 Participation in January 2023. The Agency is negotiating a final agreement for Board approval in spring. *Project Lead: Kevin Holmes*

**1110 W. River St. - 11th & River - PP Type 2:** deChase Miksis is constructing a six-story, mixed-use building with 126 residential units and 1,000 square feet of ground-floor retail. The project includes a workforce housing component, with 10 percent of the units proposed to be rent restricted and reserved for income-qualified residents. Public improvements submitted for CCDC reimbursement include streetscapes along 11th, River, and Ash streets and the reconstruction of a public alley. Submitted public utility work includes upgraded water lines, additional stormwater management infrastructure along the streets, and re-routing gas, sewer, and fiber lines out of the alley. Total Development Costs are estimated at \$50 million, and Eligible Expenses are \$1.1 million. The project is requesting the use of CIP funds dedicated to housing developments to be completed before the expiration of the RMOB District. The Board designated the project for Type 2 Participation in March. The Agency is negotiating a final agreement for Board approval this summer. *Project Lead: Kevin Holmes*

**1011 W. Grove St. - Marriot AC/Element Hotel - PP Type 4:** Pennbridge Lodging, a hotel developer and manager, is building a 15-story, dual-branded hotel with 296 rooms and ground-floor office space. The project has an estimated total development cost of \$100 million and has requested approximately \$1.1 million in reimbursement for streetscape and utility work. The project coordinates two overlapping capital projects, the Rebuild Linen Blocks on Grove Street between 10th and 11th Streets and Rebuild 11th Street Blocks between Grove and Front Streets. The Board designated the project for Type 2 Participation in

## 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.

March. The Agency is negotiating a final agreement for Board approval this summer. *Project Lead: Kevin Holmes*

## Infrastructure

**“Rebuild 11th Street Blocks” - Redevelopment of the 11th Street Corridor - State Street to Grove 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*

**River Myrtle – Old Boise Closeout Inventory and Analysis:** This project identified locations where streetscape infrastructure repairs or upgrades are needed to address minor deficiencies, deterioration, or hazards within the streetscapes of existing rights-of-way. CCDC contracted with Stack Rock Group to perform the district-wide assessment of current conditions and identify locations needing improvements. Sites identified through this effort will be prioritized to inform the programming of closeout project work prior to RMOB sunset. *Project Lead: Zach Piepmeyer*

## Mobility

**5th & 6th Streets Two-Way Conversion:** CCDC is assisting the City of Boise with this high-priority project to convert the two existing one-way corridors to two-way vehicle travel. ACHD previously conducted feasibility studies, performed a concept analysis, and initiated final design work before putting the project on hold in early 2019. CCDC will assist the City by managing the remainder of the Final Design, Agency approval, and construction processes. In December 2022, CCDC entered an Interagency Cost Share Agreement with ACHD to complete the design and outreach of the project. The Board approved Task Order 19-005 for preliminary and final design at the January 2023 Board Meeting. The Design Team is currently conducting topographic surveys and performing traffic analyses. Staff anticipates that the final construction documents will be complete midway through FY2024. At that time, an additional Interagency Cost Share Agreement with ACHD will be negotiated, and the project will be bid for construction. *Project Lead: Zach Piepmeyer*

**South 5th & Myrtle Streets - 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. CCDC will incorporate traffic signal improvements in the 5th & 6th Two-Way Conversion project listed above. *Project Lead: Zach Piepmeyer*

## 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 multiple opportunities to engage in the visioning process through the summer and fall of 2020. The Agency presented the visioning documents to the Board at its December 14, 2020, meeting. The Agency selected Jensen Belts Associates as the Landscape Architect of Record for the project in February. The Board approved the ranking of Guho Corp. as the selected Construction Manager/General Contractor (CM/GC) for the project at the April Board meeting. Stakeholder meetings are complete, and the project was presented to the City Council in July 2021. CCDC received a draft memo from the City, which proposed tasks and a road map to gain design review approval for the project. CCDC has responded to the memo.

CCDC submitted a DR package for review on March 4 and met with the City on April 11 to discuss the submittal. CCDC received a letter regarding the submittal on April 15 and had a follow-up meeting with the City on April 25. CCDC revised and resubmitted the drawings on June 10, 2022. CCDC has worked with the City and ACHD to gain approval for a city-directed curbless street design. CCDC is working on construction documents. The construction documents were submitted to ACHD and City of Boise on March 15 for permit review. *Project Lead: Karl Woods*

**Linen Blocks – West Grove Street Improvements:** This project will catalyze infrastructure improvements on Grove Street between 10th and 16th Streets. CCDC conducted an inclusive, community-driven visioning process for the project 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 submitted draft final design plans to ACHD and the City of Boise in September 2022. The Board approved Guho Corp. as the selected CM/GC for the project at the October 2021 Board Meeting. Amendment No. 1 to Guho's contract for advanced sewer relocation work was approved at the October 10, 2022, Board meeting. Guho started sewer construction in November 2022 and anticipates construction of the full improvements in April 2023 once permitting approvals are complete. *Project Lead: Amy Fimbel*

**Boise Canal Multi-Use Pathway - 3rd Street to Broadway:** As identified in the recently adopted 2022 City of Boise Pathway Master Plan and the 2020 Old Boise Blocks Visioning Report, this project anticipates constructing a non-motorized, multi-use pathway generally aligned with the Grove Street corridor, connecting 3rd Street to Broadway Avenue at the recently installed enhanced pedestrian crossing to Dona Larsen Park. Because no continuous public right-of-way exists within which to construct the pathway, close coordination and cooperation with property owners will be essential. CCDC selected The Land Group to assist with design and construction administration services through a competitive RFQ process. Concept work began March 2023. *Project Lead: Zach Piepmeyer*

**Fulton Street Improvements - 9th Street to Capitol Boulevard:** This project includes streetscape enhancements on Fulton Street between 9th Street and Capitol Boulevard. Improvements include widened sidewalks, expanded tree canopies, fiber optic upgrades and full right of way repaving. The final design was completed by The Land Group in October 2022 and ACHD is currently reviewing the final plans. CCDC advertised the project for bids on February 28, 2023 and the bid opening took place on March 22, 2023. The Agency will seek Board approval at the April 10, 2023 meeting to award the contract to Idaho Site Works, LLC with construction to begin in May. *Project Lead: Kassi Brown*

#### **521 W. Grove St. - Public Space**

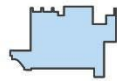
This project will develop an Agency-owned parcel at 521 W. Grove St. into a public space that celebrates the neighborhood's multicultural history, provides additional event space to support street festivals on the adjacent Basque Block, and catalyzes placemaking with adjacent private investment and overall neighborhood investment strategy. This project is in collaboration with Boise Parks Department, which will assume ownership, operation, and maintenance. A Design Team was selected through an RFQ process. Staff received Board approval for the selection of the Design Team in October. A CMGC was selected through an RFQ process, and the selection was approved by the Board in December. Staff issued a public programming survey for the project on January 9. The survey closed on January 25, and the results have been analyzed to prepare concepts for the design alternatives public open house scheduled for April 6. *Project Lead: Karl Woods*

#### **Special Projects**

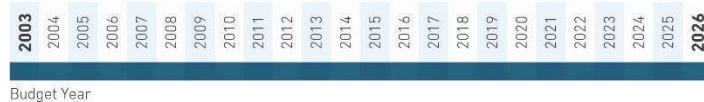
**RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4:** The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Fabrication of the sculpture is complete, and Arts & History has decided to store the sculpture until the completion of the Ovation Apartment construction to avoid potential damage to the sculpture. *Project Lead: Karl Woods*



# WESTSIDE DISTRICT



157 ACRES



est.  
2002



WESTSIDE  
DISTRICT

DISTRICT MAP



## Economic Development

**9th and Bannock Streets Intersection Geothermal Repairs - Type 4 Partnership with Boise City:** This partnership with the City of Boise will provide upgrades to its geothermal system adjacent to the intersection of 9th & Bannock Streets. The Agency is working with Public Works Engineering to help fund the geothermal upgrade costs, not to exceed \$250,000. The Board approved the T4 Agreement on February 14, 2022. The project is complete. *Project Lead: Karl Woods*

**1721 W. Idaho St. - The Martha - Agency-Owned Property:** The Agency negotiated a Disposition and Development Agreement with SMR Development LLC as approved at its July 12, 2021, Board Meeting. In accordance with the terms of the Agreement, the sale of the property closed on October 15, 2021. The Developer worked with Surel's Place to select artist Laurel Rau to create the building's mural, whose concept was approved by the Board on August 8, 2022. The project was completed in February 2023 and is actively leasing. The Agency is reviewing cost documentation for reimbursement. *Project Lead: Alexandra Monjar*

**Block 68 Catalytic Redevelopment Project:** At its December 2021 meeting, the Board selected Edlen & Company's proposal for the disposition of Agency owned property at 1010 W. Jefferson Street and 421 N. 10th Street through a competitive Request for Proposals ("RFP") process and approved the Agreement to Negotiate Exclusively ("ANE") with the Developer in March 2022 and its First Amendment in October 2022. The Disposition and Development Agreement ("DDA") for the Workforce Housing Project on Block 69 North is predicated on a land exchange with the YMCA of Agency-owned property at 421 N 10th St for the YMCA's property on Block 69 N. The Agency and YMCA executed the Land Exchange Agreement in July 2022 and the Amended and Restated Land Exchange in October 2022, at which time the Board also approved the Block 69 N DDA. The Board approved the Block 68 South DDA for disposition of 1010 W Jefferson St at its December 2022 meeting. The Developer is working on completing due diligence and Schematic Design,

and the Agency expects to present updated information and a Type 4 Participation Agreement for each project at the Board's May meeting. *Project Lead: Alexandra Monjar*

**1010 W. Jefferson St. - 10Ten Building - Agency Owned Property:** McAlvain Construction Companies will be using 60 parking spaces for staging items for Rebuild 11th Street Blocks, as well as using a small office space on the second floor for a construction field office. All leases expire in May 2023, and the building will become vacant. No significant maintenance items to report. *Project Lead: Amy Fimbel/ Aaron Nelson*

**1700 W. Main St. - Rock Hard Granite Renovation - PP Type 1:** Approval of the final Agreement for this commercial building renovation occurred in February and demolition has begun. The Developer is working through final permitting with the City of Boise, and the expected completion date is TBD. *Project Lead: Kevin Holmes*

**1110 W. Grove St. - Renegade Hotel - PP Type 4:** The Agency continues its coordination with Hendricks Commercial Properties on the streetscape and infrastructure improvements as part of the Linen Blocks on Grove Street and Rebuild 11th Street Blocks projects with the planned development of this 7-story, 122-key boutique hotel. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in May, and its Type 4 Agreement was approved by the Board in September. *Project Lead: Alexandra Monjar*

**1744 W. Main St. - West End Food Hub - PP Type 1:** One-time Assistance for public streetscape improvements related to the conversion of an existing building into a food kitchen with 15 individual kitchen areas serving delivery orders. The Board approved the final Agreement in October, and construction is wrapping up with expected completion this spring. *Project Lead: Kevin Holmes*

**1015 Main St. - Smith Block Building - PP Type 1:** This restoration project includes extensive facade renovation work sensitive to the historic nature of the building. The first-floor retail space will be renovated with the exterior of the building into a new bar. The Developer is seeking Type 1 assistance to reimburse for restoration costs associated with the facade renovation, including replacing windows, historically accurate awnings, and new storefront display windows and entry doors. The Board approved the final Type 1 Agreement at its January 11, 2023, meeting, and early demolition work has begun. *Project Lead: Kassi Brown*

**1522 W. State St. - 16th & State - PP Type 2:** Developer Johnson & Carr is constructing a seven-story mixed-use building with 104 residential units and 1,600 square feet of ground-floor retail on the site of an old gas station. The project includes workforce housing with 10 percent of the units reserved for rent-restricted, income-qualified residents. Public improvements eligible for CCDC reimbursement include streetscapes along 16th and State Streets. Utility upgrades include water line relocations and stormwater management infrastructure. Total Development Costs are estimated at \$25 million, and Eligible Expenses at \$657,655. The project is requesting the use of CIP funds dedicated to housing developments which are to be completed before the expiration of the Westside District. The Board approved the final agreement in March and construction is anticipated to begin this summer. *Project Lead: Kevin Holmes*

**120 N. 12th St. - 12th & Idaho - PP Type 2:** The Board designated this 26-story mixed-use development on the corner of 12th and Idaho Street(s) at its January 2023 meeting. The Agency expects to request approval of a Type 2 General Assistance agreement with 12th and Idaho Owner LLC, a joint venture between White Oak Realty Partners, Ponsky Capital Partners and Oppenheimer Development Corp. in May. *Project Lead: Alexandra Monjar*

## Infrastructure

**"Rebuild 11th Street Blocks" - Redevelopment of the 11th Street Corridor - 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 Street as a corridor 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 Street to River Street. ACHD's bikeway facility improvements for 11th Street from Heron Street to State Street are under construction and are anticipated to be complete by the end of summer 2023. To maximize public investment, the Agency entered into an Interagency Agreement with ACHD to include in the project scope ACHD's planned pavement rehabilitation, stormwater upgrades, and the replacement of the underground Boise City Canal Bridge crossing on 11th Street. Jensen Belts Associates lead the design effort, and McAlvain Construction

Companies is the Construction Manager/General Contractor (CM/GC). Construction started in June 2022.  
*Project Lead: Amy Fimbel*

**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 & 16th Streets. CCDC-funded improvements include the installation of a fiber-optic conduit bank between 8th and 15th Streets and streetscape improvements between 12th and 14th Streets. Streetscape components include wider sidewalks, street trees, furnishing zones, and suspended pavement systems (Silva cells) for tree root growth and stormwater retention. The project also anticipates green stormwater infrastructure features in the form of bioretention planters and a landscaped median at select locations throughout the project area. CCDC anticipates a Type 4 participation agreement with the City of Boise for landscaping within the bioretention planters and potential landscaped median features between 12th and 14th Streets. ACHD bid on this project in August but rejected all bids due to high pricing. ACHD re-bid the project in January 2023, and bids were again rejected. The ACHD Commission has asked its design team to re-examine the western portion of the project design from 8th to 14th Street for ways to improve safety for bike and pedestrian modes. Staff continues to coordinate with ACHD and development teams associated with YMCA and Block 68/69. *Project Lead: Zach Piepmeyer*

**Bannock Street Streetscape Improvements, 12th to 16th Streets:** This project will make streetscape improvements on both sides of Bannock St. between 12th and 16th Streets to improve pedestrian connectivity from the West Downtown neighborhood into downtown. The design will be coordinated with ACHD's Bannock Street Neighborhood Bikeway project. In March 2023, a competitive RFQ process resulted in CCDC selecting CSHQA as the project's design professional. The design is anticipated to be completed in spring 2024 with construction to start later that same year. *Project Lead: Amy Fimbel*

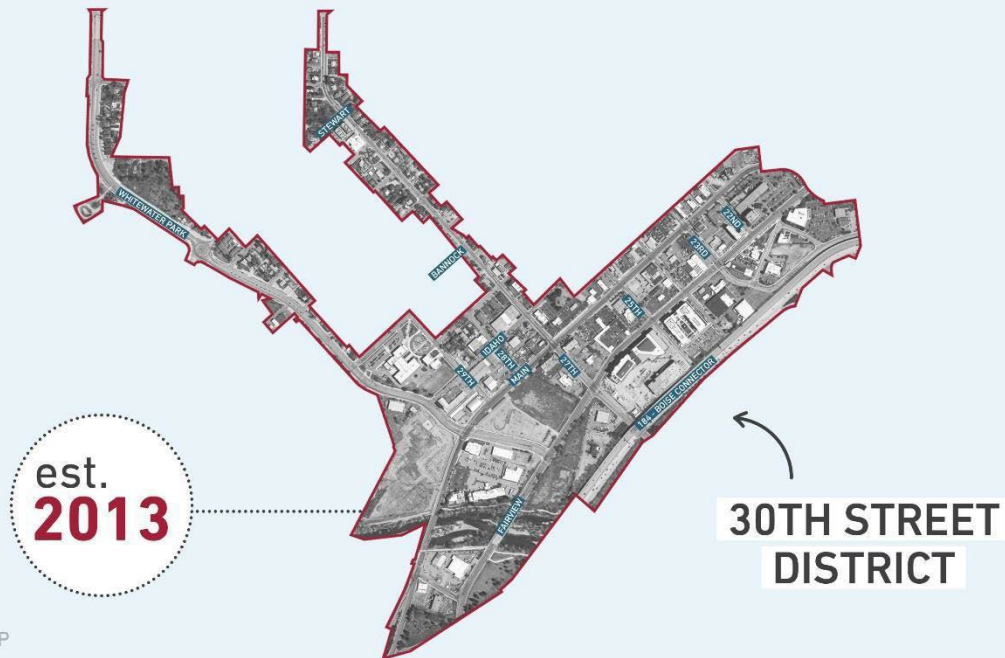
## Mobility

**8th Street Improvements, State to Franklin Streets:** This project will improve mobility and safety between the North End Neighborhood and Boise State University. The proposed 8th Street bike facilities will connect to a future east-west ACHD Franklin Street Bikeway, and ACHD is leading a companion project to extend 8th Street bike facility improvements north of Franklin Street to Union Street. The CCDC project proposes undergrounding overhead power and telecommunication lines as well as streetscape and transit improvements along the frontage of several properties. The ACHD Commission adopted a modified Concept A as the preferred alternative for the CCDC section (State to Franklin) and for the ACHD section of the project (Franklin to Union). The Board approved Task Order 19-006 for final design services with Kittelson & Associates at its March 2023 Meeting. Design is anticipated to be complete in early 2024 with construction beginning spring 2024. *Project Lead: Zach Piepmeyer*

# 30TH STREET DISTRICT



213 ACRES



DISTRICT MAP



## Economic Development

**2724 W. Fairview Ave. - The Avens - PP Type 2:** A development from Roundhouse to build 189 apartments with Passive House certification, ground floor commercial/retail space, and an extension of North 28th Street connecting Main Street and Fairview Avenue. Future phases could add more apartments and commercial space. Construction is anticipated to begin this spring/summer. The Board designated the project for Type 2 General Assistance participation in September. The Agency plans to present a final agreement for Board approval in spring. *Project Lead: Kevin Holmes*

**2618 W. Fairview Ave. - LOCAL Fairview - PP Type 2:** Subtext is constructing this seven-story 271-unit, mixed-use project. The development will have approximately 8,500 square feet of ground floor commercial and the existing Capri Restaurant on site to be retained and incorporated into the design. The public improvements eligible for CCDC reimbursement include streetscapes along Fairview Avenue and 27th Street. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber and phone lines, and the expansion of the sewer mainline. Total Development Costs are estimated at \$81 million, and Eligible Expenses at \$1.2 million. The Board designated the project for Type 2 General Assistance participation in October. The Agency plans to present a final agreement for Board approval in spring. *Project Lead: Kevin Holmes*

**2850 W. Fletcher St. - 27th and Fairview Apartments:** The Agency is in discussions with developer KAL Pacific & Associates for Type 2 assistance on 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 final Design Review approval in December and has obtained approval for street extension plans from ACHD. *Project Lead: Kevin Holmes*

#### Infrastructure

**West End Water Renewal Infrastructure- PP Type 4:** The City of Boise is undertaking the construction of a new lift station and pressure discharge pipe needed to serve multiple incoming mixed-use developments in the 27th Street and Fairview Avenue area. These improvements will provide the backbone to replace miles of substandard gravity sewer lines as further development happens at the western end of the 30th Street District. The city has requested funding assistance with this capital improvement project. The Board designated the project in December, and staff will present a final agreement for Board approval in April. *Project Lead: Kevin Holmes*

#### Mobility

**2525 W. Fairview St. - St. Luke's Transit Station - PP Type 4:** The construction of St. Luke's project at 27th Street and Fairview Avenue overlaps with CCDC's Main and Fairview Transit Station at the intersection, and the Board approved a Type 4 Participation Agreement to subcontract for the construction of this platform in March 2022. Construction of the transit station is nearing completion. *Project Lead: Alexandra Monjar*

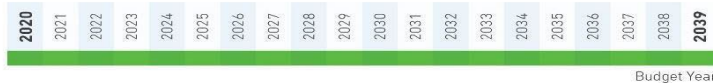
**101 S. 27th St. - KDP TI - PP Type 1:** The Agency received an application from West End Holdings, LLC requesting One-Time assistance for streetscape improvements along the frontage of their newly renovated building at the corner of 27th and Main Streets. Public improvements eligible for CCDC reimbursement include streetlights, trees, and irrigation systems. A new 8-foot-wide concrete sidewalk will provide the missing link for continuous pedestrian access along Main Street. The Board designated the project at the March 13, 2023 meeting and the Agency will present a final agreement for approval at the April 10, 2023 meeting. *Project Lead: Kassi Brown*



# SHORELINE DISTRICT



195 ACRES



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**2019**



**SHORELINE DISTRICT**

DISTRICT MAP



## Economic Development

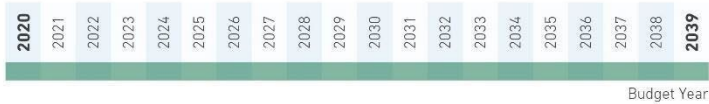
**17th Street Interim Streetscape Improvements, Shoreline Drive to Cul-de-Sac:** Pedestrian improvements to address the current gaps in the sidewalk and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th Street (cul-de-sac). The goal of this effort is to improve safety and mobility within the public right-of-way on 17th Street. Final plans submitted to ACHD for approval on March 3, 2023. *Project Lead: Kassi Brown*

**818 W. Ann Morrison Park Dr. - Capitol Student Housing - PP Type 2:** The Gardner Company is constructing a new five-story mixed-use residential building with 91 units (278 BR) and ground-floor commercial space with associated site improvements. Public improvements eligible for CCDC reimbursement include streetscapes along Ann Morrison Park Drive, Lusk Street, and Sherwood Street. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and the expansion of the sewer and water mainlines. Total Development Costs estimated at \$44 million, and Eligible Expenses at \$600,000. The Board approved an agreement in January, and work is underway with a target completion date of June 2024. *Project Lead: Kevin Holmes*

# GATEWAY EAST DISTRICT



2,643 ACRES



DISTRICT MAP

## Economic Development

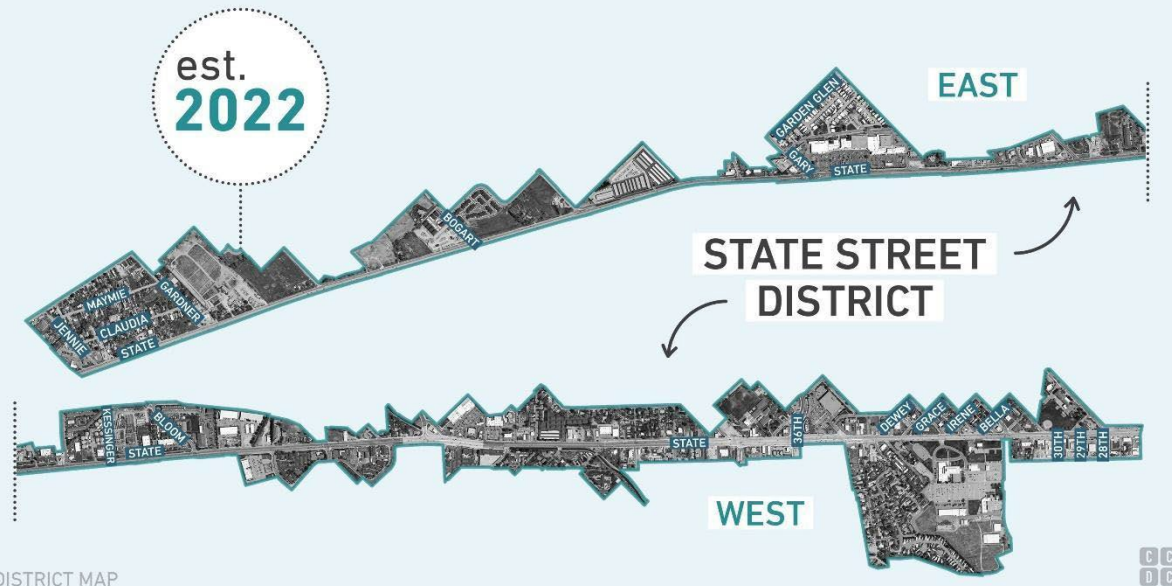
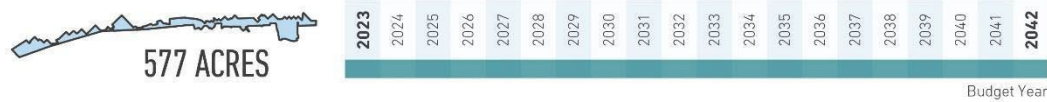
**951 E. Gowen Rd. - Red River Logistics and Commerce Centers - PP Type 2:** The Board approved this Agreement at its February meeting to participate in the extension and public dedication of Production Street and associated utility and streetscape improvements. This street extension is included in the Gateway East District Plan and will open opportunities for additional development on adjacent vacant parcels. Construction is underway. *Project Lead: Kevin Holmes*

**2500 W. Freight St. - Boise Gateway 3 - PP Type 2:** In December 2022, the Board designated this Boyer Company project to receive Type 2 Participation to assist with utility and roadway improvements. The project is a 185,000 square foot speculative warehouse building designed to accommodate up to four tenants on a lot bound by Eisenman Road, Winco Court, and Freight Street. The Agency expects to request the Board's approval of a final agreement in Spring 2023. *Project Lead: Alexandra Monjar*

## Mobility

**Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane:** Construct a five-foot-wide concrete pathway along the frontage of the Blue Valley Estates Mobile Home Park with a new retaining wall at Five Mile Creek. Coordination of the final design is in progress, and the formal bid process is anticipated for spring 2023. *Project Lead: Kassi Brown*

# STATE STREET DISTRICT



**New District – State Street:** The State Street Plan to promote compact, mixed-use, mixed-income, neighborhood-oriented development supportive of and supported by transit and other alternative transportation along the State Street corridor, established on October 26, 2021. The State Street District has a base valuation date of January 1, 2021; a District sunset date of December 31, 2041; and tax increment revenue to the district terminating by September 30, 2042. Agency and ACHD staff have negotiated an interagency agreement as required by recent legislation to receive increment revenue on the highway district levy. Under the Agreement, the Agency will receive this increment (approximately \$5 million over the 20-year term of the district) and commit it exclusively to transportation components identified in the ACHD Cost Share Policy. The Agency Board and ACHD Commission approved the Agreement, and legal counsel transmitted it to the State Tax Commission in July, ahead of the September 1 deadline. *Project Lead: Zach Piepmeyer*

**3912 W. State St. - State & Arthur Apartments - PP Type 3:** The State and Arthur Apartments is a mixed-use affordable housing development comprised of 102 multi-family units and ground floor commercial space. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and through the City of Boise's Housing Land Trust program. This unique model allows the developer to enter into a below market long-term lease with the City of Boise, which owns the underlying land. With this financial structure the project can maintain affordable rental rates for residents earning 30 to 80 percent of the area median income (AMI). There are an estimated \$925,000 in eligible expenses for streetscape and public utility upgrades. The Agency will present this item to the Board for designation in April.

## AGENCY WIDE – ALL DISTRICTS

### Parking & Mobility

**EV Station Garage Project:** Quality Electric will be installing EV stations in four CCDC/ParkBOI Garages (9th & Main, 10th & Front, 11th & Front Capitol & Myrtle). A single pole two charge system will be installed, adding two charging spots per garage. The project is complete as of March 1, 2023. ParkBOI Garage system now has 14 EV charging stations at 6 locations. Lane striping will be done in April once temperatures rise. The project cost is \$64,000. *Project Lead: Aaron Nelson*

**421 N. 10th St. Property:** The Agency initiated its vision to transform Block 68 and nearby parcels in its Westside District by acquiring this property in early 2018. The property includes an aging commercial building and small surface lot, which The Agency has converted to a public parking opportunity at the low rate of \$5 per day. The Car Park manages the lot and has added signage and a payment system through ParkMobile. Agency is improving the lighting in the lot. DBA will be alerting downtown service workers to this inexpensive parking option. This property is currently subject to a land exchange agreement with the Treasure Valley YMCA. *Project Lead: Aaron Nelson*

**City GO:** Formerly known as the Downtown Mobility Collaborative, downtown Boise's Transportation Management Association is up and running. This partnership of Valley Regional Transit, the City of Boise, ACHD Commuteride, Boise State University, St Luke's Hospital, Downtown Boise Association, and CCDC involves marketing its transportation products and services to the downtown community. The CCDC Board approved a renewed Memorandum of Understanding for City Go at its October 2020 meeting. In response to a request from VRT, the Agency has included a \$60,000 contribution to City Go in the proposed FY2023 budget for CCDC. An overview is located at [citygoboise.com](http://citygoboise.com). *Project Lead: Zach Piepmeyer*

**10th & Front Garage Structural Concrete Repairs - Phase 2:** The Agency received board approval at the December meeting to award the contract to Consurco, the lowest bidder on this project. The scope of work consists of partial depth repairs on level four across the entire length of the beams, removal/replacement of concrete, installation of anodes, and the removal and replacement of any damaged rebar with epoxy-coated rebar. The Agency's budget includes sufficient funds and will start in April 2023. The contract amount is \$790,997. *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
December 14, 2022	December 2023	December 31, 2023
<b>Issues/Comments:</b>	A meeting was held, and the main topic of discussion was to update procedure in the event of another insurance claim. Power was lost to the Hotel due to an electrical issue; it has since been repaired.	

Front Street Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 <sup>th</sup> & 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
September 20, 2022	TBD	November 30, 2023
Issues/Comments:		

U.S. Bank Plaza Condominium Association CCDC Contact: Zach Piepmeyer		
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
October 2022	TBD	August 2023
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%
<b>Condo Board Meetings</b>		
<b>Last Meeting/Report</b>	<b>Next Meeting</b>	<b>Next Report Due</b>
October 25, 2022	TBD	October, 2023
<b>Issues/Comments:</b>		

<b>Downtown Parking Condominiums Association</b> CCDC Contact: Aaron Nelson		
<b>Member</b>	<b>Unit</b>	<b>Percent Interest</b>
CCDC	9 <sup>th</sup> & Main Parking Garage	93.51%
Les Bois Holdings, LLC	Commercial, Main Street side	2.03%
Eastman Building, LLC	Commercial, Idaho Street side	4.46%
<b>Condo Board Meetings</b>		
<b>Last Meeting/Report</b>	<b>Next Meeting</b>	<b>Next Report Due</b>
September 28, 2022	TBD	September 30, 2023
<b>Issues/Comments:</b>		

<b>ACME Fast Freight Condominium Association</b> CCDC Contact: Zach Piepmeyer		
<b>Member</b>	<b>Unit</b>	<b>Percent Interest</b>
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%
<b>Condo Board Meetings</b>		
<b>Last Meeting/Report</b>	<b>Next Meeting</b>	<b>Next Report Due</b>
January 3, 2022	TBD	TBD
<b>Issues/Comments:</b>		



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# **VI. ADJOURN**



**END**