



**BOARD
OF
COMMISSIONERS
MEETING
August 14, 2023**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Board Room, Fifth Floor, 121 N. 9th Street
August 14, 2023, 12 p.m.

Virtual attendance via live stream available at <https://ccdcboise.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. ACTION ITEM: EXECUTIVE SESSION

Deliberate regarding acquisition of an interest in real property which is not owned by a public agency; consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and communicate with CCDC legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 74-206(1) (c), (d) and (f)].

IV. WORK SESSION

A. FY2024-2028 Five Year Capital Improvement Plan Doug Woodruff (20 minutes)

V. ACTION ITEM: CONSENT AGENDA

A. Expenses
1. Approve Paid Invoice Report for June 2023

B. Minutes and Reports
1. Approve Meeting Minutes for July 10, 2023

C. Other
1. Approve Resolution 1828: W. Grove St., Linen Blocks on Grove Street Public Art. Type 4 Participation Agreement with City of Boise Department of Arts & History
2. Approve Resolution 1822: 212 S. 16th St., Fire Station #5. Type 4 Participation Agreement with City of Boise Public Works

VI. ACTION ITEM

A. CONSIDER Proposed FY2023 Amended Budget Joey Chen (10 minutes)

B. CONSIDER Proposed FY2024 Original Budget..... Joey Chen (10 minutes)

C. CONSIDER Resolution 1830: Boise Canal Multi-use Pathway, 3rd Street to Broadway Avenue. Task Order 19-005 for Final Design with The Land Group Kelly Burrows (10 minutes)

D. CONSIDER Resolution 1831: 8th Street Streetscape and Bikeway Improvements. Ranking for RFQ: Construction Manager / General Contractor (CM/GC)..... Kelly Burrows/Kathy Wanner (10 minutes)

E. CONSIDER Resolution 1829: 521 W. Grove Public Space Project. Task Order 19-010 for Professional Design Services with Jensen Belts Associates..... Karl Woods/Kim Siegenthaler (10 minutes)

F. CONSIDER Designation: 705 S. 8th St., South 8th Street and Greenbelt Site Improvements. Type 4 Capital Project Coordination with City of Boise Public Works..... Karl Woods/Shawn Wilson (10 minutes)

G. CONSIDER Block 68 South Mixed Use Residential and Mobility Hub Development and Block 69 North Workforce Housing Development. Request for Revised Participation Alexandra Monjar (20 minutes)

VII. 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).



II. AGENDA CHANGES/ ADDITIONS



III. EXECUTIVE SESSION



IV. WORK SESSION



AGENDA BILL

Work Session Subject: FY2024-2028 Five Year Capital Improvement Plan		Date: August 14, 2023
Staff Contact: Doug Woodruff	Attachments: Proposed 5-Year Capital Improvement Plan FY2024-FY2028	
Action Requested: No action requested. For information purposes only.		

Background:

Each year, CCDC evaluates and revises a five-year, fiscally responsible Capital Improvement Plan (CIP) delineating the Agency's forthcoming initiatives. It serves as a predictable framework for coordinating capital projects with intergovernmental agencies and collaborating with private partners. The CIP stands as a cornerstone for the Agency's strategic vision and is developed in close coordination with inter-agency and community partners to achieve economic and redevelopment goals aligned with the city's long-term vision.

The CIP is built in conjunction with the one-year budget to allocate limited resources by District to various capital improvement projects and participation agreements. The 2024-2028 Capital Improvement plan is being provided for Board review and will be considered for adoption at the Special August 30 Board Meeting.

Fiscal Notes:

Projects and estimated costs are identified by project, district, and fiscal year for a total of \$171 million of planned new investment in Boise.

The table below summarizes yearly investment by district for about 124 projects:

DISTRICT TOTALS	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
	Plan	Plan	Plan	Plan	Plan	
River Myrtle	33,150,000	17,537,000	-	-	-	50,687,000
Westside	14,025,000	11,443,000	16,309,000	-	-	41,777,000
30th Street	863,000	1,809,000	1,527,000	930,000	10,930,000	16,059,000
Shoreline	865,000	220,000	1,552,000	462,000	10,434,000	13,532,000
Gateway East	5,150,000	7,682,000	1,789,000	4,179,000	6,842,000	25,642,000
State Street	458,000	327,000	2,683,000	15,871,000	1,415,000	20,754,000
ParkBOI	105,000	362,000	520,000	1,128,000	328,000	2,443,000
	54,616,000	39,380,000	24,380,000	22,570,000	29,949,000	170,894,000



CAPITAL CITY
DEVELOPMENT CORP

FIVE YEAR CAPITAL IMPROVEMENT PLAN

PROPOSED: August 14, 2023

FY2024 - FY2028





Home2Suites Public Parking Garage and Public Art – RM #02

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BOARD OF COMMISSIONERS



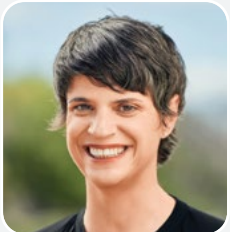
Latonia Haney Keith
BOARD CHAIR



John Stevens
VICE CHAIR



Lauren McLean
SECRETARY - TREASURER



Danielle Hurd
COMMISSIONER



Alexis Townsend
COMMISSIONER



Ryan Erstad
COMMISSIONER



Rob Perez
COMMISSIONER



Todd Cooper
COMMISSIONER



Holli Woodings
COMMISSIONER

ABOUT CCDC

Boise's redevelopment agency, Capital City Development Corporation (CCDC), catalyzes investment in the city through its own projects and public/private partnerships. CCDC focuses its work on economic development, infrastructure, place making, and mobility in its six redevelopment districts. Agency staff work hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

VISION

Help the Boise community thrive in a sustainable economy where an exceptional built environment and excellent business opportunities are in perfect balance.

MISSION

CCDC ignites diverse economic growth, builds attractive urban centers, and promotes healthy community design.

AGENCY PROJECT RECOGNITION



THE AGENCY'S FOURTH INFILL HOUSING PROJECT, THE MARTHA, WAS RECOGNIZED IN 2023 FOR ITS EXCELLENCE IN REGULATORY ADVANCEMENT WITH A "BUILDING EXCELLENCE AWARD" FROM THE IDAHO CHAPTER OF THE BUILDING OWNERS AND MANAGERS ASSOCIATION (BOMA).



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

IN 2022, THE AGENCY'S PREMIER URBAN COMMUNITY SPACE, CHERIE BUCKNER-WEBB PARK, RECEIVED THE GOLD AWARD FOR NEIGHBORHOOD DEVELOPMENT FROM THE INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL.



JACK KEMP
EXCELLENCE IN
AFFORDABLE & WORKFORCE
HOUSING AWARDS

IN 2021, CCDC'S THIRD INFILL HOUSING PROJECT, ASH+RIVER TOWNHOMES, RECEIVED THE JACK KEMP EXCELLENCE IN AFFORDABLE AND WORKFORCE HOUSING AWARD FROM THE URBAN LAND INSTITUTE.



CCDC'S MULTI-AWARD WINNING PLACEMAKING PROJECT, THE GROVE PLAZA, RECEIVED THE INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL GOLD AWARD FOR TOP PUBLIC PRIVATE PARTNERSHIP IN THE UNITED STATES IN 2018.

CIP CREATION

WHY DOES CCDC CREATE A 5-YEAR CIP?

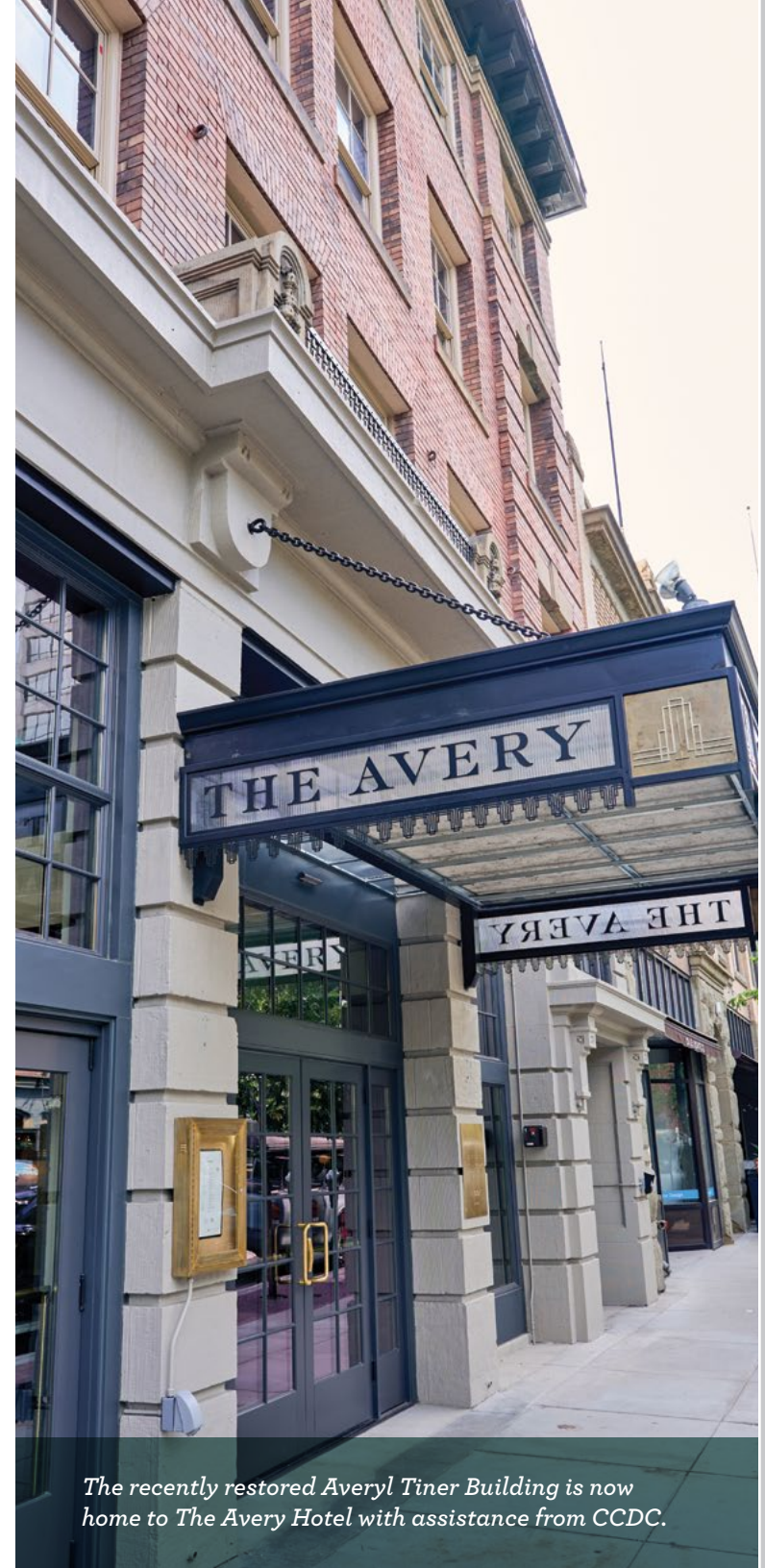
CCDC creates a five-year, fiscally responsible Capital Improvements Plan (CIP) as a predictable framework to collaborate with agency and community partners to achieve economic and redevelopment goals that align with the long-term vision for the city.

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

WHAT TYPES OF PROJECTS ARE INCLUDED IN THE CIP?

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

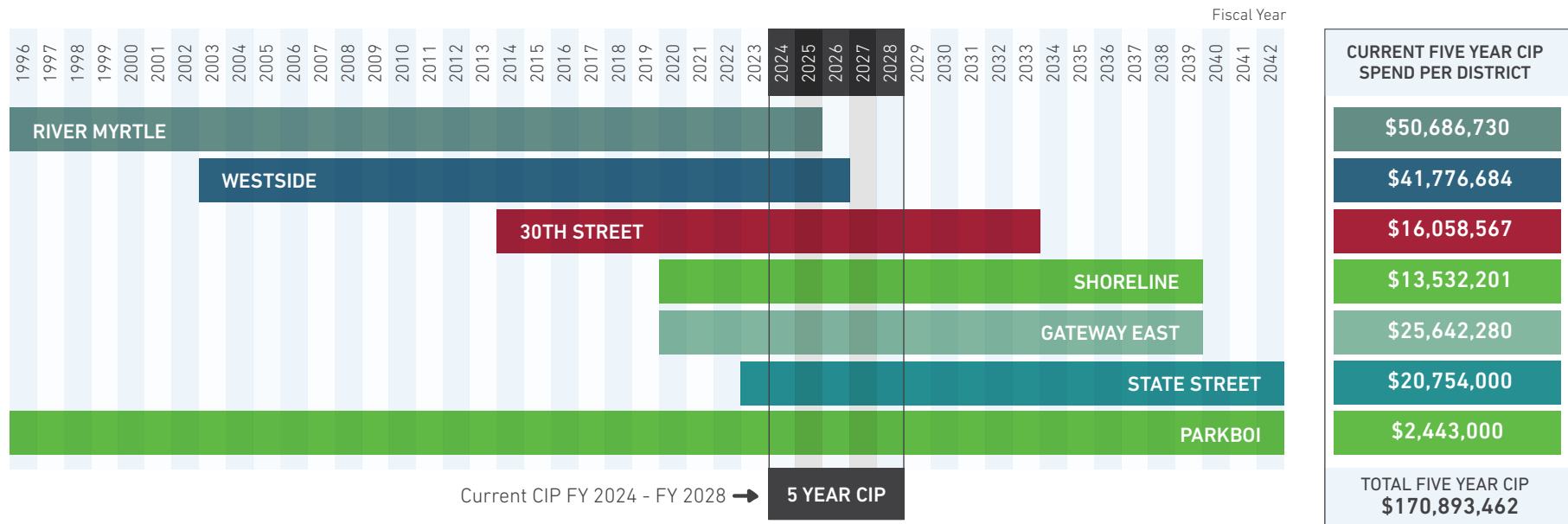
- 1. Capital Projects:** These are CCDC-led projects that have been determined through our partner collaboration process. The Agency is responsible for the planning and execution of these projects. For example: Rebuild 11th Street Blocks and Rebuild Linen Blocks on Grove Street.
- 2. Participation Program:** These projects stimulate and leverage private development to advance CCDC's mission to ignite diverse economic growth, build attractive urban centers, and promote healthy community design. Through this program, CCDC assists private developers by reimbursing eligible costs to build and improve public infrastructure.



The recently restored Averyl Tiner Building is now home to The Avery Hotel with assistance from CCDC.

INVESTMENT SUMMARY

CCDC DISTRICT LIFESPANS

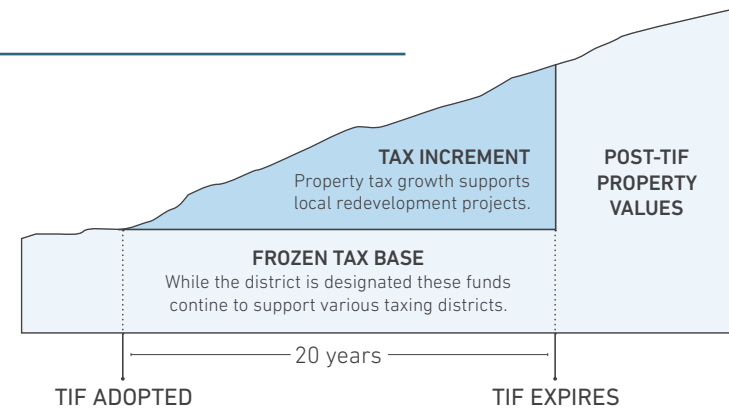


PROJECT FUNDING

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

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

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



URBAN RENEWAL PLANS DRIVE CIP PROJECTS



URBAN RENEWAL DISTRICT FORMATION

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

CCDC REFERENCES PARTNER AGENCY PLANS

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



CCDC PARTNER AGENCIES

CIP 5-YEAR CAPITAL IMPROVEMENT PLAN

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

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

1-YEAR BUDGET AND PROJECT LIST

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

URBAN RENEWAL

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

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

PARTICIPATION PROGRAM

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

Examples of expenses eligible for reimbursement through the five program types include streetscapes and sidewalks, utility main lines and improvements, pedestrian and cyclist amenities such as streetlights, benches, bike racks and place making amenities like, public plazas, parks, and art approved and accepted by the City of Boise. The Participation Program allows CCDC to collaborate with developers to partner on projects that meet the specific needs of the community.

THE PROGRAM OFFERS 5 TYPES OF PARTNERSHIPS

TYPE 1

ONE TIME ASSISTANCE

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

TYPE 2

GENERAL ASSISTANCE

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

TYPE 3

TRANSFORMATIVE ASSISTANCE

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

TYPE 4

CAPITAL IMPROVEMENT PROJECT COORDINATION

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

TYPE 5

PROPERTY DISPOSITION OF CCDC-OWNED PROPERTY

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

WHAT CCDC CREATES

Urban renewal districts and projects are multi-layered and require a dedicated team with a consistent vision to execute the plan over multiple years or even decades. CCDC projects incorporate a mixture of five key strategies to help achieve an area's vision. These strategies are highlighted below in the revitalization of the 11th Street Corridor.

FIVE KEY STRATEGIES

ECONOMIC DEVELOPMENT

Cultivate commerce and grow resilient, diversified, and prosperous local economies.

INFRASTRUCTURE

Improve public infrastructure to attract new investment and encourage best use of property.

MOBILITY

Expand mobility choices that include parking and multiple modes to enable universally accessible urban districts.

PLACE MAKING

Develop public spaces and energized environments where a blend of cultures and concentrated mix of uses create a valued sense of place.

SPECIAL PROJECTS

Invest in projects that respond to emerging revitalization opportunities including public amenities, historic preservation, and support of local arts and culture.

REBUILD 11TH STREET BLOCKS

ACTIVE ROADWAY RECONSTRUCTION AT THE CORNER OF 11TH AND FRONT STREETS

The revitalization of 11th Street has been a multi-year, cross agency project spanning from State Street to River Street. Current construction on improvements to the street, sidewalks and intersections will provide safer, less congested travel options for downtown customers who will enjoy expanded access to existing businesses, as well as new hotels under construction. The public investment along 11th Street embodies CCDC's commitment to creating dynamic and livable spaces that contribute to Boise's continued growth and prosperity.



ECONOMIC DEVELOPMENT

CCDC's \$20 million investment in public improvements, leveraged significant private investment along 11th Street. This includes redevelopment projects such as, 11th & Idaho office building; 12th & Idaho residential tower; 11th and Lee Apartments, and four new hotels, The Avery Hotel, Hotel Renegade, Marriot AC/Element Hotel, and The Sparrow.

INFRASTRUCTURE

The Agency's partnership with Ada County Highway District (ACHD) and other utility providers completes a full right-of-way reconstruction that includes repaving the roadway, stormwater drainage systems, upgraded geothermal main lines, extension of the public IT conduit network, and related sewer, power, and natural gas upgrades.

MOBILITY

Rebuild 11th Street Blocks enhances connectivity and contributes to a more safe, convenient, and comfortable experience for visitors traveling by foot, bicycle or vehicle. Walking is enhanced by widening sidewalks, narrowing road crossings, providing shade, and adding lighting. An all-ages, all-abilities protected bikeway links with the citywide bicycle network and provides a ridge-to-river route between Camel's Back Park and the Boise River Greenbelt.

PLACE MAKING

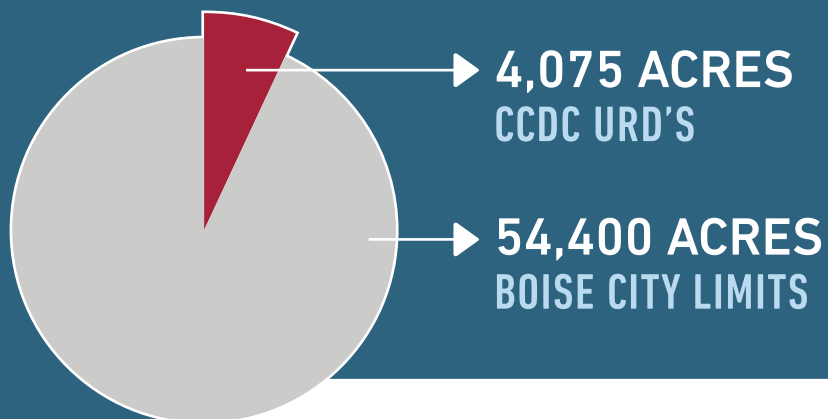
Businesses along 11th Street helped shape the street design to include loading zones, on-street parking, and furnishing and signage that support the success of dining and retail along the corridor. The design and inclusion of patio spaces also provides opportunities for on-going events and street-level activation.

SPECIAL PROJECTS

A unique project component was the reconstruction of an aging underground canal on behalf of ACHD and the Boise City Canal Company. This involved modernizing the underground structure to ensure long-term functionality, and safeguards the region's vital water resources.

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

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



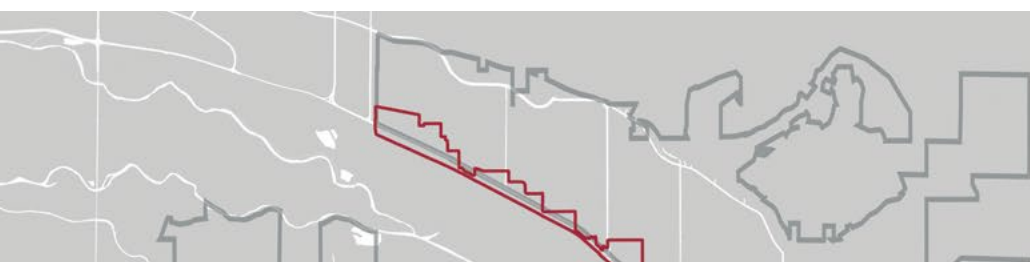
CCDC district acreage is 7.5% of Boise's total acreage

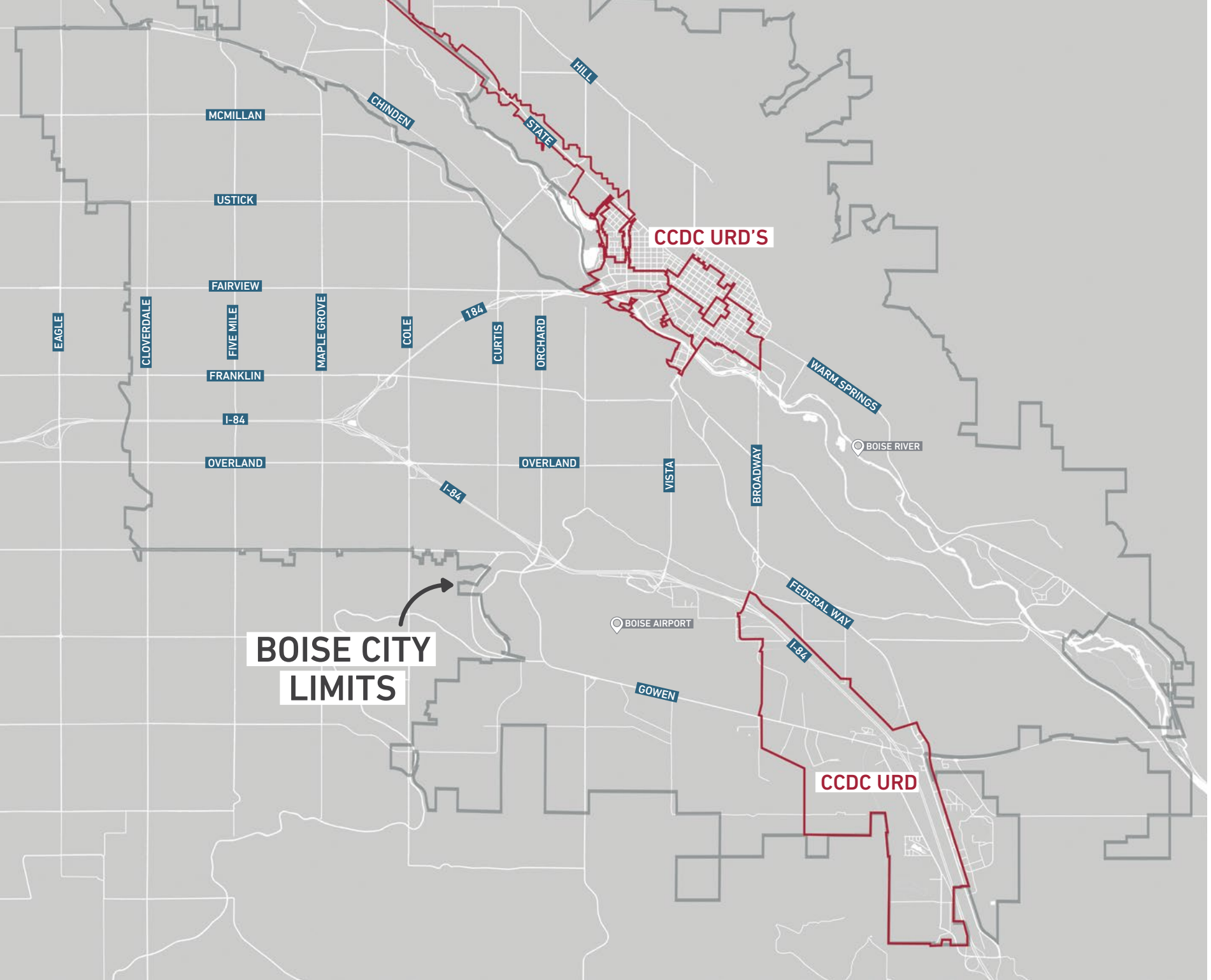


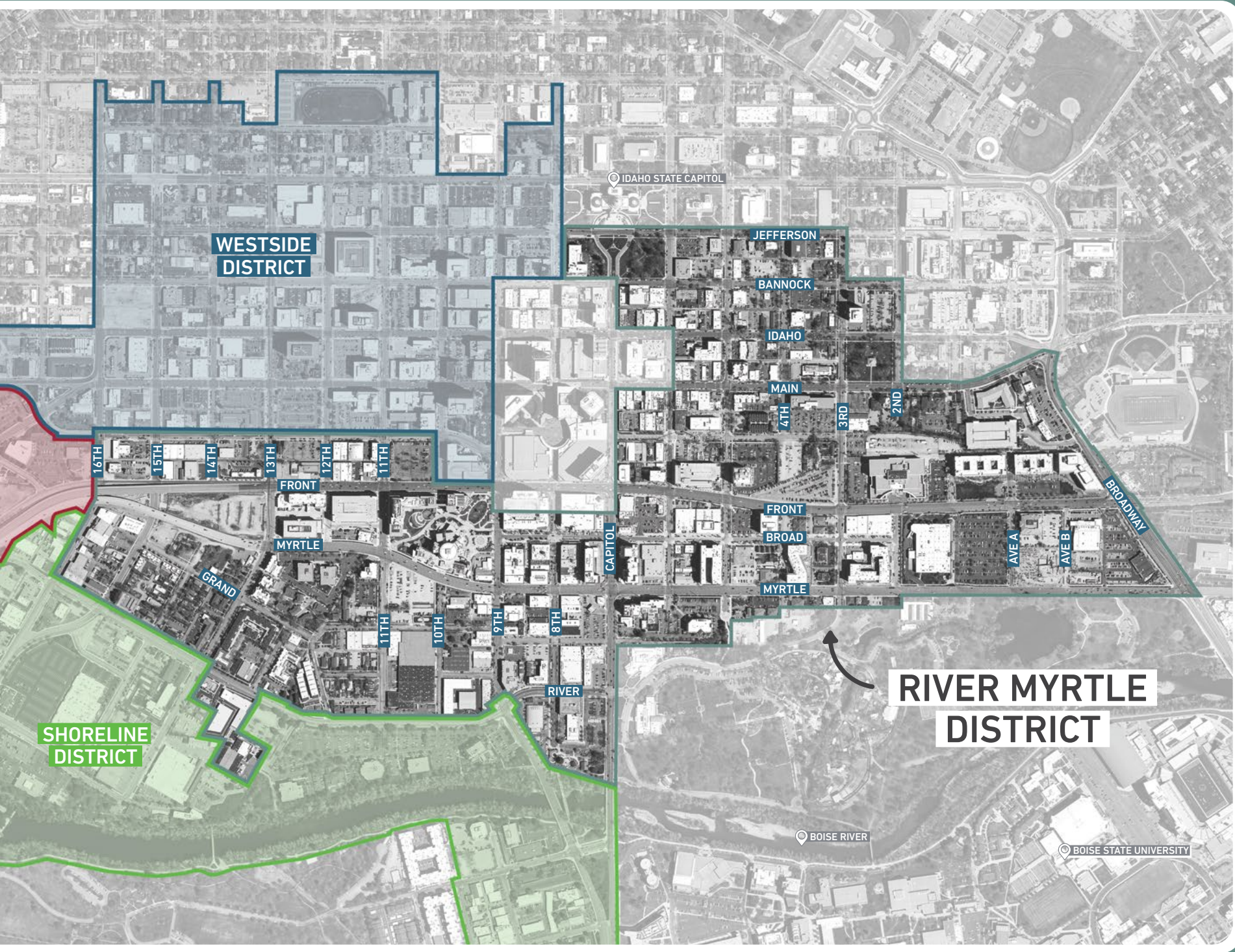
7.7% *Boise's Land Value (increment) within CCDC Districts.*

\$44.2 BILLION
BOISE CITY TOTAL
LAND VALUE

\$3.4 BILLION
TAXABLE INCREMENT VALUE
INSIDE CCDC DISTRICTS









Home2Suites – RM #02 and the future location of 521 Grove Street Public Space – RM #23

RIVER MYRTLE DISTRICT PROJECTS

RIVER MYRTLE DISTRICT ("RM" or "RM District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Estimated Resources and Project Description		\$33,150	\$17,537	SUNSET	SUNSET	SUNSET	\$50,687
Participation Program							
01	One Time Assistance, Type 1 Program Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200,000. Projects are awarded on a first-come, first-served basis.	400	400				\$800
02	202 S. 6th St., Home2Suites. Type 3 Agreement with Front Street Investors, LLC Home2Suites is a 138 room hotel from developers Old Boise LLC, deChase Miksis, and Raymond Hotel Group with \$49 million in total development costs. Agreement includes a reimbursement of \$1.6 million for streetscapes, utility reimbursement, public park, and public art, and a \$4.4 million lease of 200 parking spaces for seven years which Front Street Investors, LLC terminated early.	290	289				\$579
03	200 W. Myrtle St., Jules on 3rd. Type 2 Agreement with Boise Caddis, LLC Formerly Boise Caddis, Jules on 3rd is an apartment building from River Caddis Development with 160 units and a 400 stall parking garage and total development costs of \$31.3 million. CCDC estimates it will reimburse \$857,000 of the \$1.1 million Boise Caddis, LLC spent on public utility upgrades, and upgrades to the public right-of-way along 2nd, 3rd, Myrtle, Broad Streets, and the alley.	353	203				\$556
04	323 W. Broad St., Hearth on Broad. Type 2 Agreement with The Cartee Project, LLC Formerly The Cartee, Hearth on Broad is a mixed-use building that includes 161 apartments and ground floor retail with \$48 million in total development costs. The agreement includes a \$1.3 million reimbursement for streetscape and utility improvements and 17 units are dedicated to households earning 100% AMI for the life of the RM District.	553	553				\$1,106
05	512 W. Grove St., The Lucy, Type 2 Agreement with 5th and Grove Investors, LLC The Lucy is a mixed-use project that includes 114 apartments and 8,000 square feet of ground floor retail developed by Capitol Partners and deChase Miksis with \$25.5 million total development costs. The agreement includes a reimbursement of \$662,000 for streetscapes, utility undergrounding and improvements in the alley.	146	139				\$285
06	116 S. 6th St., Thomas Logan. Type 2 Agreement with 6th & Grove Limited Partnership Thomas Logan is a mixed-use building that includes 60 Low Income Housing Tax Credit funded apartments primarily serving households earning 60% AMI or less, 9,000 square feet of office space, and 5,000 square feet of ground floor retail. The project was developed by Capitol Partners, deChase Miksis, and Galena Fund with \$15 million in total development costs. Agreement includes a reimbursement of \$454,000 for streetscape, alley and utility upgrades.	33	33				\$67
07	600 W. Front St., The Vanguard. Type 2 Agreement with 600 Vanguard, LLC The Vanguard is a mixed-use building with 75 apartments, ground floor retail, and \$16.3 million in total development costs. The agreement includes a \$400,000 reimbursement for streetscapes and utility upgrades.	137	137				\$275
08	204 E. Myrtle St., LOCAL Boise. Type 2 Agreement with CDG Acquisitions, LLC Formerly the CDG Apartments, LOCAL Boise is a mixed-use building with 249 apartments, ground floor retail, and \$52 million in total development costs. The agreement includes a \$990,000 reimbursement for streetscapes and utility upgrades.	249	249				\$498
09	South 8th Street and Greenbelt Site improvements - Type 4 Agreement with Boise Public Works In partnership with Boise Public Works, the City of Boise is improving the bike and pedestrian mobility between South 8th Street and the Boise River Greenbelt, adjacent to the Wassmuth Center. Partnership is for a \$2.5 million reimbursement for actual costs associated with streetscape and public space improvements, Boise Greenbelt realignment, fiber installation, lighting, and security.		2,500				\$2,500
10	1011 W. Grove St., Marriott AC/Element. Type 4 Agreement with Pennbridge BL19, LLC Marriott AC/Element is a 296-room dual branded hotel with ground floor office space and \$120 million in total development costs. The agreement includes a \$900,000 reimbursement for streetscape improvements and utility upgrades coordinated with the Rebuild Linen Blocks on Grove Street and Rebuild 11th Street Blocks capital projects.	520					\$520
11	1201 W. Grove St., The Broadstone Saratoga. Type 4 Agreement with Alliance Realty Partners, LLC The Broadstone Saratoga is a mixed-use development with 334 apartments, 7,000 square feet of ground floor retail and \$100 million in total development costs. The agreement includes a \$1,873,289 million reimbursement for alley improvements, streetscapes, and utility upgrades and coordinates overlapping public improvements with the Rebuild Linen Blocks on Grove Street capital project.	1,873					\$1,873

*Dollars are in Thousands

RIVER MYRTLE DISTRICT PROJECTS

RIVER MYRTLE DISTRICT ("RM" or "RM District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Participation Program							
12	212 S. 16th Street - Boise Fire Station #5. Type 4 Agreement with Boise Public Works A partnership with Boise Public Works to reimburse for streetscape and utility improvements associated with the City of Boise's redevelopment of Fire Station #5. Streetscape improvements are planned for the property frontages along 15th, 16th, and Front streets. It also includes utility upgrades and paving the alley.	1,155					\$1,155
13	1110 W. River St., 11th & River. Type 2 Agreement with River Street BE, LLC 11th & River is a 126-unit mixed-use building with 1,000 square feet of commercial space and \$50 million in total development costs. Agreement includes a \$1.1 million reimbursement for rebuilding the public alley, undergrounding of utilities, streetscapes on Ash and River streets, and 13 dedicated workforce housing units.		1,100				\$1,100
14	CW Moore Park Improvements. Type 4 Agreement with Boise Parks and Recreation A partnership with Boise Parks and Recreation to reimburse for CW Moore Park improvements. This Boise Parks and Recreation led project includes updating and adding amenities such as restrooms and play structures to enhance visitor experience.	350					\$350
15	Old Boise's Canal and Agricultural Past. Type 4 Agreement with Boise Arts & History A partnership with Boise City Department of Arts & History to reimburse for the creation and installation of public within the Grove Street right-of-way art that celebrates the Boise City Canal's cultural influence in the Old Boise Neighborhood.	165					\$165
16	Celebrating the Multi-cultural History of Old Boise. Type 4 Agreement with Boise Arts & History A public art partnership with Boise City Department of Arts & History to reimburse for the creation and installation of public art that celebrates the multi-cultural history of the Old Boise Neighborhood and is the centerpiece of the 521 W. Grove St. Public Space. See also RM District Line Item #23	100	300				\$400
17	Billboard Sign, Neon Signs, and Art Ports - Type 4 Agreement with Boise Arts & History A partnership with Boise City Department of Arts & History that includes the installation of two art port pedestals to host a rotation of sculpture art, the conversion of an existing empty billboard sign at the southwest corner of Grove and 15th streets into public art, the refurbishment of the existing 'Bike Trio' artwork, and the incorporation of a historic Boise neon sign gallery between 12th and 13th streets.	109	55				\$164
18	617 S. Ash St., Erma Hayman House. Type 4 Agreement with Boise Arts & History A public art partnership with Boise City Department of Arts & History to reimburse for lighting and interpretive signage about the history of the River Street Neighborhood and the cultural significance of the Erma Hayman House—a City of Boise Cultural Site.	100					\$100
19	Re-Wrap Traffic Signal Boxes - Type 4 Agreement with Boise Arts & History A partnership with Boise City Department of Arts & History to support its Traffic Box Program. The program installs public artwork via vinyl wrap to existing traffic signal boxes. The agreement is for a \$20,000 annual reimbursement for the actual costs of traffic box wraps throughout RM District.	20	20				\$40

*Dollars are in Thousands

RIVER MYRTLE DISTRICT PROJECTS

RIVER MYRTLE DISTRICT ("RM" or "RM District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Capital Improvement Projects							
20	Rebuild Old Boise Blocks on Grove Street. Streetscape Improvements, 3rd Street to 6th Street Streetscape improvements on both sides of Grove Street between 3rd Street and 6th Street that create a distinctive shared street and urban space which celebrates the historic cultures of the area, employs sustainable strategies and provides a venue for community events. Project replaces a section of the underground Boise Canal. The improvements are in accordance with the recommendations of the community-driven visioning report produced in 2020 and in collaboration with the City of Boise, ACHD, State of Idaho, and Boise Canal Company.	4,352					\$4,352
21	Rebuild Old Boise Blocks on Grove Street. Roadway Improvements, 3rd Street to 6th Street Interagency Agreement with ACHD A partnership with Ada County Highway District (ACHD) to reimburse for concrete pavement and stormwater improvements. The existing pavement sections on Grove Street between 3rd and 6th streets were planned for rehabilitation by ACHD via its 2020 Downtown Boise Implementation Plan (DBIP) project. Through a multi-year planning effort between ACHD and CCDC, this pavement reconstruction is now scheduled to be completed by the Agency as part of the streetscape improvements construction to reduce disruption to downtown daily life and minimize delays.	1,398					\$1,398
22	317 W. Main St., Idaho Department of Labor Site Improvements. Type 4 Agreement with State of Idaho In coordination with the Rebuild Old Boise Blocks on Grove Street streetscape improvements, the State of Idaho reimburses the Agency for design and construction of the Idaho Department of Labor parking lot located along 3rd and Grove streets.	157					\$157
23	521 W. Grove St. Public Space The development of an Agency-owned parcel at 521 W. Grove St. into a public space that celebrates the Old Boise Neighborhood's multi-cultural history, provides additional event space to support street festivals on the adjacent Basque Block, thoughtfully interfaces with prospective adjacent private investment, and supports the overall neighborhood placemaking strategy. The development of the space is in collaboration with Boise Parks and Recreation, which will assume ownership, operation, and maintenance upon the project's completion.	360	2,783				\$3,143
24	Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue The design and construction a multi-use pathway to connect the East End Neighborhood to downtown Boise. Pathway alignment is along the Boise City Canal between the Broadway Avenue signalized pedestrian crossing and the intersection of 3rd and Grove streets. Boise's Pathway Master Plan and Old Boise Blocks Vision Report identify this as a priority connection.	1,020	1,000				\$2,020
25	Rebuild Linen Blocks on Grove Street Streetscape and Bikeway Improvements, 9th Street to 16th Street Public improvements along Grove Street from 9th to 16th streets to safely and comfortably accommodate multimodal travel. Planned upgrades include improved streetscapes, raised, protected bike lanes, public utility upgrades, placemaking and public space elements per the recommendations of the 2021 Visioning Report.	8,421					\$8,421
26	Rebuild Linen Blocks on Grove Street Roadway Improvements, 9th Street to 16th Street. Interagency Agreement with ACHD A partnership with Ada County Highway District (ACHD) to reimburse for concrete pavement and stormwater improvements. The existing pavement sections on Grove Street between 9th and 16th streets were previously included for rehabilitation in the ACHD 2020 Downtown Boise Implementation Plan (DBIP) project. Through a multi-year planning effort between ACHD and CCDC, this pavement reconstruction work will happen with the Agency's planned streetscape improvements along Grove Street to reduce disruption to downtown daily life and minimize delays.	2,965					\$2,965
27	Rebuild 11th Street Blocks. 11th Street Streetscape and Bikeway Improvements, River to State Street <i>See also WS District Line Items #48 and #49, Rebuild 11th Street Blocks</i>	322					\$322
28	Fulton Street Streetscape Improvements, 9th Street to Capitol Boulevard The construction of streetscape improvements within the Fulton Street right-of-way between 9th Street and Capitol Boulevard, which includes widened sidewalks, improved lighting, an expanded tree canopy, designated cafe/retail patios, on-street accessible parking, and other amenities.	1,409					\$1,409
29	5th and 6th Streets Roadway Improvements, Myrtle Street to Jefferson Street Roadway improvements on 5th and 6th streets, between Myrtle and Jefferson streets, per Ada County Highway District's (ACHD) adopted 2017 Concept Report (ACHD Project No. 517020). This project includes partnering with ACHD on an estimated \$4.4 million of planned pavement rehabilitation and stormwater improvements (Myrtle to Fort streets), and the potential two-way conversion outside RM District boundary (Fort to Jefferson streets).	3,068	2,925				\$5,993

*Dollars are in Thousands

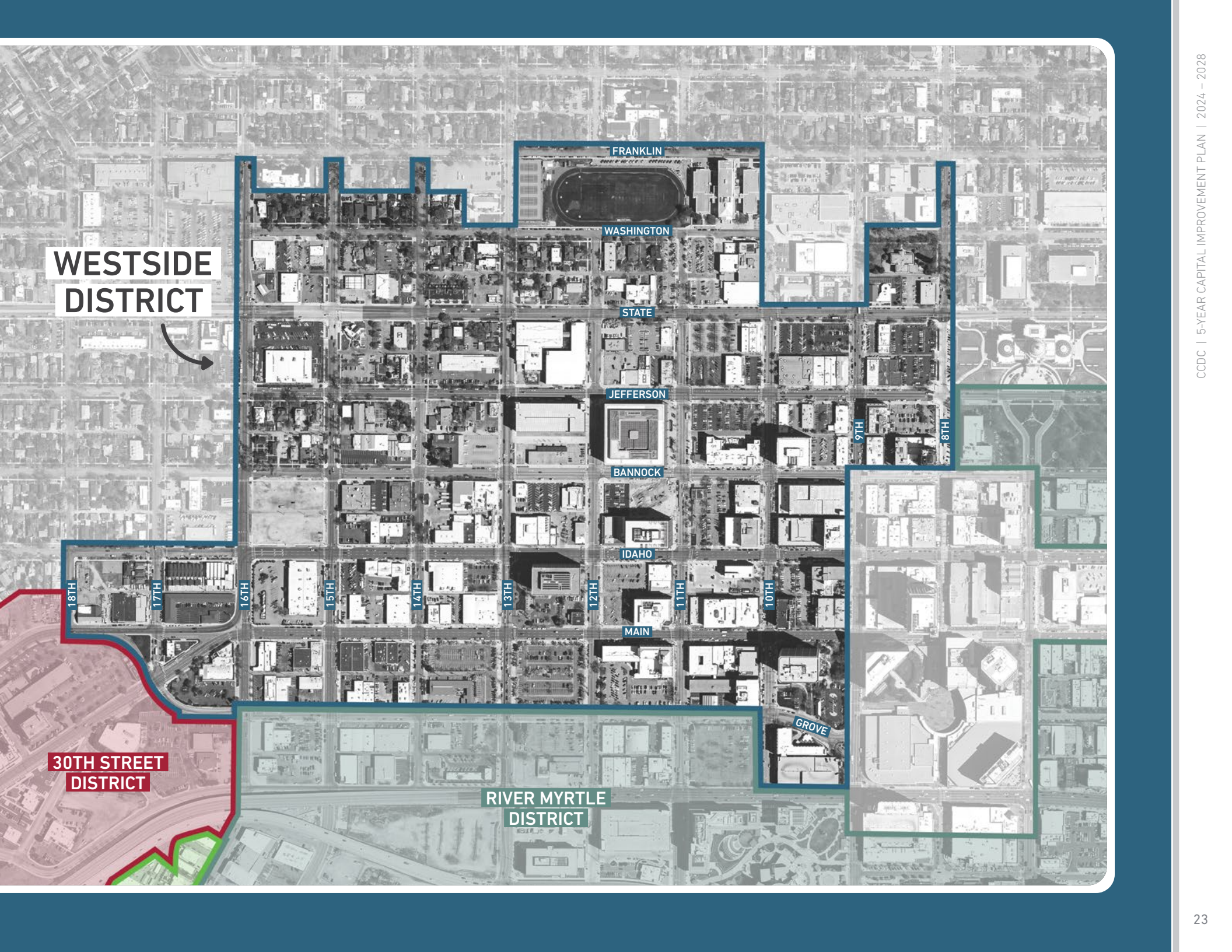
RIVER MYRTLE DISTRICT PROJECTS

RIVER MYRTLE DISTRICT ("RM" or "RM District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Capital Improvement Projects							
30	Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Improvements to the Capitol Boulevard streetscapes on the west side of the Boulevard from the Boise River to Myrtle Street with minor site-specific improvements on the east side, north of Fulton Street. The project may include low-stress, protected bike facilities and expanded sidewalks to create consistent mobility infrastructure throughout this corridor, calm traffic, and improve access to local retail businesses.	1,580	1,500				\$3,080
31	3rd Street Streetscape and Mobility Improvements, Myrtle Street to Jefferson Street Streetscape improvements on both sides of 3rd Street, with minor travel lane and intersection adjustments to improve safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles. Upgrades include power line undergrounding, low-stress bike facilities, universally accessible facilities for pedestrians, and loading and parking zones for vehicles.	1,544	3,050				\$4,594
32	River Myrtle District Closeout Projects Repair portions of streetscape with minor deficiencies, safety issues, and spot repairs that will not be addressed by private development projects, programmed streetscape improvement projects, or via upcoming ACHD or City of Boise capital projects. Minor utility upgrades may be included. In consultation with the City and ACHD, this project will develop a prioritized closeout project list, and complete closeout projects by priority before RM District terminates.		300				\$300
Total River Myrtle Estimated Expenses		\$33,150	\$17,537	SUNSET	SUNSET	SUNSET	\$50,687

*Dollars are in Thousands



Broadstone Saratoga – RM #11



**WESTSIDE
DISTRICT**



**30TH STREET
DISTRICT**

**RIVER MYRTLE
DISTRICT**

FRANKLIN

WASHINGTON

STATE

JEFFERSON

BANNOCK

IDAHO

MAIN

GROVE

9TH

8TH

18TH

17TH

16TH

15TH

14TH

13TH

12TH

11TH

10TH

WESTSIDE DISTRICT PROJECTS

WESTSIDE DISTRICT ("WS" or "WS District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Estimated Resources and Project Description		\$14,025	\$11,443	\$16,309	SUNSET	SUNSET	\$41,777
Participation Program							
33	One Time Assistance, Type 1 Program Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200,000. Projects are awarded on a first-come, first-served basis.	200	200				\$400
34	421 N. 10th St., Land Exchange Agreement with the Young Men's Christian Association of Boise City, Idaho Equal value land exchange of 421 N. 10th St. and cash for 1177 W. State St., 1111 W. State St., and 419 N. 11th St. owned by the YMCA. This exchange facilitates development of the Block 69 North Workforce Housing Project. See also WS District Line Item #38	3,605					\$3,605
35	1010 W. Jefferson St., Block 68 South Mobility Hub Project. Purchase and Sale Agreement with Block 68 South Development LLC Purchase condominium in the Block 68 South Mixed Use Residential & Mobility Hub Project. Condominium to include up to 200 public parking stalls and associated common area along with BikeBOI secure bike storage located on the ground floor. See also ParkBOI Line Item #112	5,450	5,450				\$10,900
36	1010 W. Jefferson St., Block 68 South Mixed Use Residential & Mobility Hub Project. Type 5 Agreement with Block 68 South Development LLC The proposed Block 68 South project is a 14-story, mixed-use residential tower with ~190 active adult/senior residences and associated amenities, commercial space, ground floor retail, BikeBOI secure bicycle parking facility, and ParkBOI parking garage. Developed by a subsidiary of Edlen & Co. and deChase Miksis, with total development costs estimated at \$118 million. The developer will purchase 1010 W. Jefferson St. at market value for \$6.08 million, which may be reimbursed by CCDC based on a third-party reuse appraisal of the intended use.			6,075			\$6,075
37	1010 W. Jefferson St., Block 68 South Mixed Use Residential & Mobility Hub Project. Type 4 Agreement with Block 68 South Development LLC The Type 4 Agreement for the Block 68 South project will reimburse \$2.25 million in public improvements to utilities and streetscapes adjacent to the project including a portion of the Rebuild 11th Street Blocks scope of work.			2,250			\$2,250
38	1111 W. State St., Block 69 North Workforce Housing Project. Type 5 Agreement with Block 69 North Development LLC The proposed Block 69 North project is an eight-story, mid-rise, 260-unit apartment building with 155 rent-restricted apartments. 25 units will be rented at rates affordable to households earning 80% AMI or less and 130 units at rates affordable to households earning 120% AMI or less. The project includes on- and off-site parking, 10,000 square feet for the YMCA child development center, and approximately 1,200 square feet of corner retail. Developed by a subsidiary of Edlen & Co. and deChase Miksis, the project has an estimated total development cost of \$62 million. To facilitate this development, the Agency will exchange land with the YMCA (See also WS District Line Item #34), then sell these parcels to the developer at market value for \$6.73 million. A third-party reuse appraisal of the intended use will determine the residual land value for which the Agency will reimburse the developer up to \$4.46 million.			4,461			\$4,461
39	1111 W. State St., Block 69 North Workforce Housing Project. Type 4 Agreement with Block 69 North Development LLC The Type 4 Agreement for the Block 69 North project will reimburse \$1.4 million in public improvements to utilities and streetscapes adjacent to the project including a portion of the Rebuild 11th Street Blocks scope of work.			1,400			\$1,400
40	1522 W. State St., 16th & State. Type 2 Agreement with 1522 W State St, LLC 16th & State is a mixed-use building with 104 apartments, 1,600 square feet of ground floor retail, and a total development cost of \$23 million. The agreement includes a \$657,655 reimbursement for streetscapes, utility upgrades, and 11 dedicated workforce housing units.		658				\$658
41	120 N. 12th St., 12th and Idaho. Type 2 Agreement with 12th and Idaho Owner, LLC 12th and Idaho will be a 26-story, 420,000 square foot mixed-use building including 298 apartments and residential amenities, 9,000 square feet of ground floor retail, and structured parking. The project, developed by Oppenheimer Development Corp., White Oak Realty Partners, and Ponsky Capital Partners, has \$140 million in total development costs. Agreement includes a reimbursement of \$1.34 million for canal replacement, utility upgrades, and streetscape and alleyway improvements.		1,342				\$1,342

*Dollars are in Thousands

WESTSIDE DISTRICT PROJECTS

WESTSIDE DISTRICT ("WS" or "WS District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Participation Program							
42	1700 W Main St., 17th and Main Office. Type 1 Agreement with 17th and Main, LLC The Cole Office renovation includes 9,800 square feet of mixed use commercial, with \$1 million in total development cost. The Agency will reimburse \$182,000 for streetscape and furnishing improvements.	182					\$182
43	1015 W. Main St., Smith Block Building. Type 1 Agreement with Smith Block, LLC Smith Block Building is the renovation of existing building into a cocktail bar named "The Cub Tavern" with \$1.4 million total development costs. CCDC will reimburse \$200,000 for historic façade restoration and awnings.	200					\$200
44	1070 W. Grove St., The Sparrow. Type 1 Agreement with Imperial 700, LLC Formerly Safari Inn, The Sparrow is a 68 room boutique hotel with \$10 million total development cost. CCDC will reimburse \$83,000 for alleyway improvements.	83					\$83
45	1118 W. Idaho St., 11th & Idaho. Type 2 Agreement with 11th & Idaho Partners, LLC 11th & Idaho is a 9-story, 193,000 square foot mixed use office building with first floor retail. Developed by Rafanelli & Nahas, the project's total development cost was \$29 million. The agreement includes a reimbursement of \$704,000 for streetscape improvements.	200	171				\$371
46	1110 W. Grove St., Hotel Renegade. Type 4 Agreement with Hendricks Commercial Properties, LLC Hotel Renegade is an eight-story, 122-room boutique hotel with dining and amenities including a rooftop bar. The project's total development costs are \$68 million. The agreement coordinates construction with the Rebuild 11th Street Blocks and Rebuild Linen Blocks projects and includes a reimbursement of \$250,000 for awnings enhancing the pedestrian environment.	250					\$250
47	Public Art: Re-Wrap Traffic Signal Boxes A partnership with Boise City Department of Arts & History to support its Traffic Box Program. The program installs public artwork via vinyl wrap to existing traffic signal boxes.		23	23			\$46

*Dollars are in Thousands

WESTSIDE DISTRICT PROJECTS

WESTSIDE DISTRICT ("WS" or "WS District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Capital Improvement Projects							
48	Rebuild 11th Street Blocks Streetscape and Bikeway Improvements, River Street to State Street Improvements along 11th Street between River and State streets to create a multi-modal corridor through downtown Boise. This project includes streetscape improvements, raised protected bike lanes, and public utility upgrades per the recommendations of the 2020 11th Street Bikeway Concept Plan.	497					\$497
49	Rebuild 11th Street blocks. 11th Street Roadway and Bridge Replacement, River Street to State Street. Interagency Agreement with ACHD A partnership with Ada County Highway District (ACHD) to reimburse for pavement maintenance, stormwater improvements, and Boise City Canal bridge replacement. The existing pavement sections on 11th Street between State and River streets were previously included for rehabilitation in the ACHD 2019 Downtown Boise Implementation Plan (DBIP) project. Through a multi-year planning effort between ACHD and CCDC, this work will now happen as part of the Agency's "Rebuild 11th Street Blocks" project to reduce disruption to downtown daily life and minimize delays.	189					\$189
50	State Street Streetscape and Utility Improvements, 8th Street to 16th Street. Interagency Agreement with ACHD A partnership with Ada County Highway District's (ACHD) Roadway Improvement Project (ACHD project No. SM220) to reimburse up to \$1.7 million for actual costs to install fiber optic conduit and streetscape improvements. The fiber optic conduit bank in State Street will connect existing conduits in 8th and 15th Street with additional streetscape improvements on both sides of State Street, between 12th and 14th street, including stormwater bioretention landscaping.			2,100			\$2,100
51	8th Street Streetscape and Bikeway Improvements, State Street to Franklin Street Streetscape improvements from State Street to Franklin Street that include protected bike facilities and the undergrounding of overhead utilities, as well as improvements along frontages of 800 W. State St., 815 W. Washington St., and 622 N. 8th St. The improvements extend downtown Boise's primary north/south bicycle access two blocks further north—implementing a portion of Boise City and Ada County Highway Districts broader concept plan to ultimately extend the bikeway to Union Street.	1,818					\$1,818
52	Bannock Street Streetscape Improvements, 12th Street to 16th Street Improve streetscapes on both sides of Bannock Street, from 12th to 16th streets, while also making safety improvements at the various intersections to improve pedestrian and bike connectivity from the West Downtown Neighborhood into downtown Boise.	1,100	3,200				\$4,300
53	Westside District Streetscape Assessment and Closeout Projects Repair portions of streetscape with minor deficiencies, safety issues, and spot repairs that will not be addressed by private development projects, programmed streetscape improvement projects, or via upcoming ACHD or City of Boise capital projects. Minor utility upgrades may be included. In consultation with the City and ACHD, this project will develop a prioritized closeout project list, and complete closeout projects by priority before WS District terminates.		400				\$400
Total Westside Estimated Expenses		\$14,025	\$11,443	\$16,309	SUNSET	SUNSET	\$41,777

*Dollars are in Thousands



A completed portion of the 11th Street Bikeway – WS #48 and 11th & Idaho – WS #45

30TH STREET DISTRICT

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

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2013



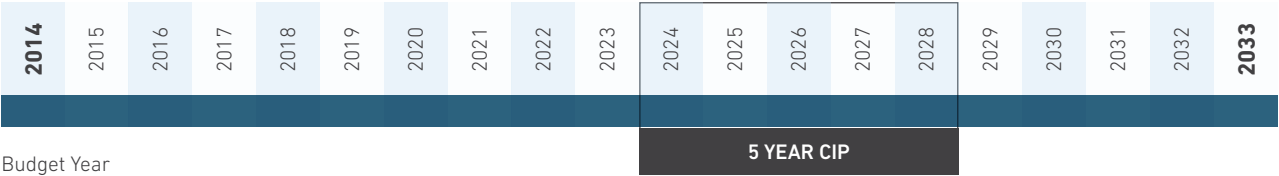
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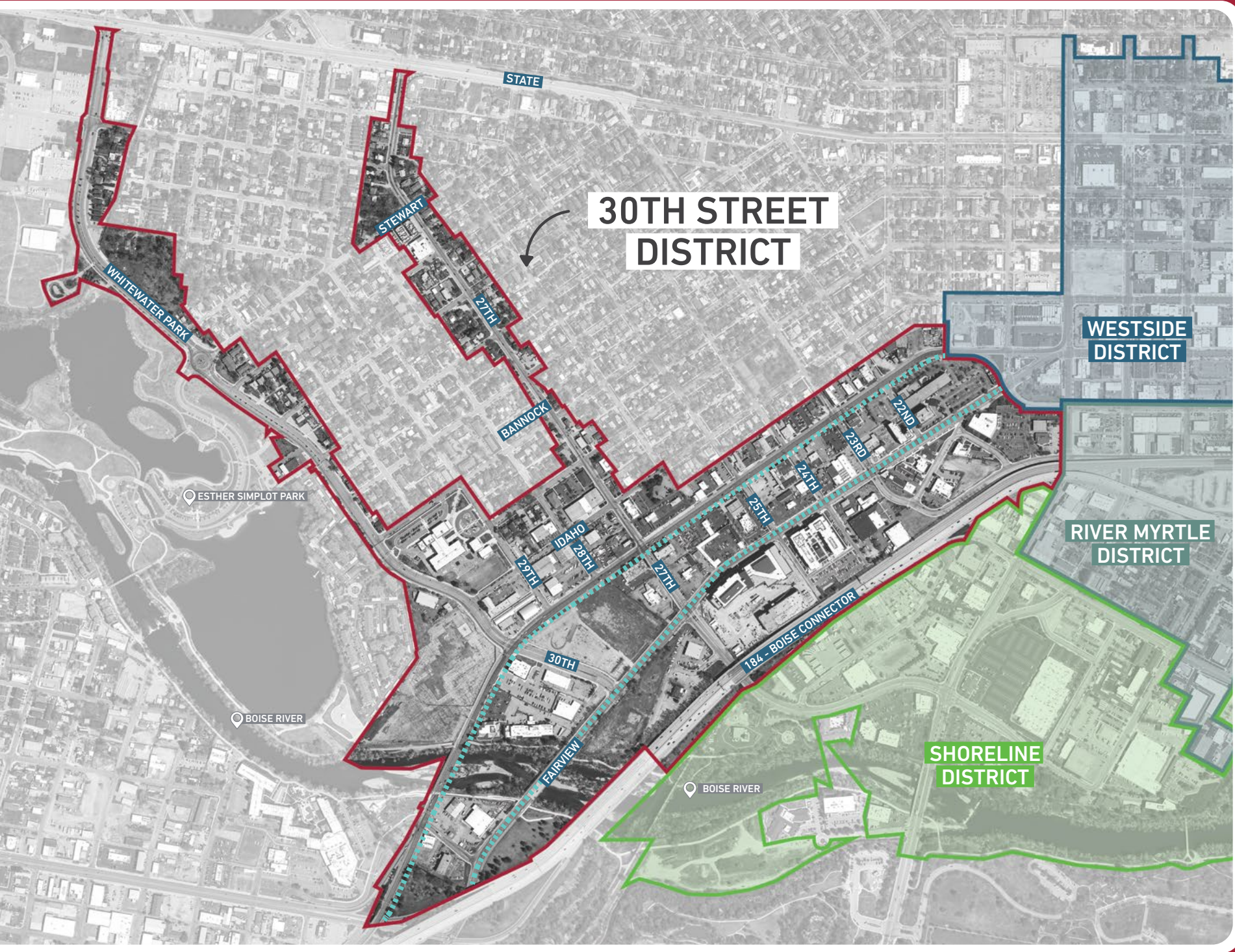
BASE VALUE:
\$60 MILLION

2024 TOTAL
INCREMENT VALUE:
\$172 MILLION

2024 ANNUAL
INCREMENT REVENUE:
\$1.5 MILLION

CURRENT 5 YEAR CIP TIMELINE





30TH STREET DISTRICT

WESTSIDE DISTRICT

RIVER MYRTLE DISTRICT

SHORELINE DISTRICT

30TH STREET DISTRICT PROJECTS

30TH STREET DISTRICT ("30th" or "30th District")	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Estimated Resources and Project Description	\$863	\$1,809	\$1,527	\$930	\$10,930	\$16,059

Development Opportunities of Interest

54	College of Western Idaho (CWI), Boise Campus Development with Ball Ventures Ahlquist In April 2023, CWI selected Ball Ventures Ahlquist to develop a mixed-use campus located on its 10 acre property located at Whitewater Park Boulevard and Main Street. The new project will build state-of-the-art technology and modern classroom space for CWI in multiple phases totaling up to 150,000 square feet. It will likely include about 300 multi-family residential units, and possibly a performance space or other community focused venue. Opportunities for CCDC participation may include assisting with public infrastructure and utility upgrades, public space improvements adjacent to the river or other key locations, as well as possible public parking partnership to catalyze higher investment and more public benefit and amenities. The level of participation will be determined by the amount of incremental tax revenue generated by the project's private investment.					TBD
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Participation Program

55	One Time Assistance, Type 1 Program Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200,000. Projects are awarded on a first-come, first-served basis.	200	200	200	200	200	\$1,000
56	Transformative Assistance, Type 3 Program Type 3 participation is available to assist large public or private projects that the CCDC Board deems to be transformative in nature and of benefit to the community at large. The private to public investment should generally be 6:1 or higher. CCDC bonding is a possibility and will be subject to financial review and underwriting requirements. Generally, financial participation will be transacted as a reimbursement or purchase upon project/ public facility completion and certificate of occupancy.	TBD	TBD	TBD	TBD	10,000	\$10,000
57	Housing Partnerships and Real Estate Acquisitions Public-Private Partnerships and/or land purchase and disposition to develop housing that fills gaps unmet by the private market.			1,000			\$1,000
58	101 S. 27th St., KDP Corporate Headquarters. Type 1 Agreement with Westend Holdings, LLC KDP Corporate Headquarters is the renovation of 17,160 square feet into a Class A office building with \$5.8 million in total development costs. The agency will reimburse \$200,000 for streetscape improvements, which include sidewalk upgrades, trees and planters.	200					\$200
59	2419 W. Fairview Ave., Adare. Type 2 Agreement with Adare Manor, LLC Adare Apartments is a mixed-use development comprised of 134 apartments with units serving as low as 30% AMI, ground floor commercial, and \$27 million in total development costs. The agreement includes a \$285,000 reimbursement for public utility upgrades and streetscape improvements.	21					\$21
60	3205 W. Moore St., Whitewater Townhomes. Type 1 Agreement with ESP Property Investments, LLC Whitewater Townhomes is the construction of nine multilevel townhomes with \$5.3 million total development costs. The agreements includes a \$166,000 reimbursement for associated streetscapes, utility improvements and the extension of Moore Street.	167					\$167
61	901 N. 27th St., 27th Street Crossing. Type 1 Agreement with Prentiss Properties 21, LLC 27th Street Crossing includes 65 apartment units and 6,000 square feet of commercial space with \$12 million total development costs. The agreements includes a \$200,000 reimbursement for streetscape and public right of way improvements.	200					\$200
62	2742 W. Fairview Ave., The Avens. Type 2 Agreement with NW Avens, LLC The Avens is a mixed-use development with 187 apartments, a 10,000 square foot daycare, and \$80 million in total development costs. The agreement includes a reimbursement of up to \$1.6 million to assist with the developer's \$2.4 million investment in public utility and streetscape improvements.				400	400	\$800
63	2618 W. Fairview Ave., The LOCAL Fairview. Type 2 Agreement with LOCAL Acquisitions, LLC LOCAL Fairview is a mixed-use development with 271 apartments, 8,500 square feet of commercial space, and \$81 million in total development costs. The agreement includes a \$1.3 million estimated reimbursement for \$1.6 million public utility and streetscape improvements.				330	330	\$660
64	114 N. 23rd St., New Path 2. Type 3 Agreement with Pacific West Communities, Inc. New Path 2 is a 96-unit supportive housing development serving residents with incomes at 60% and below AMI. The building includes community space and offices for supportive services, and \$35 million in total development costs. The agreement includes a \$260,000 estimated reimbursement for public utility and streetscape improvements.			257			\$257

*Dollars are in Thousands

30TH STREET DISTRICT PROJECTS

30TH STREET DISTRICT ("30th" or "30th District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Capital Improvement Projects							
65	170 S. 28th St., West End Water Renewal Infrastructure. Type 4 Agreement with Boise Public Works Construct a new sewer lift station and associated force main to serve housing and mixed-use developments in the western half of the 30th Street District. Boise Public Works will design and build the \$3.2 million project with CCDC reimbursing half upon completion.		1,594				\$1,594
66	Shoreline Drive Streetscape Improvements, Fairview Avenue to Americana Boulevard. Interagency Agreement with ACHD A partnership with Ada County Highway District (ACHD) to reimburse for pedestrian enhancements that include landscaping and irrigation as part of a streetscape improvement project on Shoreline Drive from Fairview Avenue to Americana Boulevard. ACHD is leading the project and conducting design in 2025 with construction in 2026. <i>See also SL District Line Item #74</i>		15	70			\$85
67	Main Street and Fairview Avenue Mobility and Streetscapes Assessment, Boise River to 16th Street Agency will conduct a concept-level analysis of the Main Street and Fairview Avenue rights-of-way to determine feasibility of converting buffered bike lanes to protected bike lanes as well as feasibility of streetscape improvements.	75					\$75
Total 30th Street Estimated Expenses		\$863	\$1,809	\$1,527	\$930	\$10,930	\$16,059

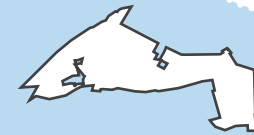


Aerial image of current College of Western Idaho (CWI) Boise Campus – 30th #54

SHORELINE DISTRICT

Shoreline is a diverse, mixed-use area tied together by the Greenbelt and defined by the Boise River. The district has abundant recreational resources with opportunities to increase connectivity and allow for safe, complete access to the natural amenities. Because of its proximity to downtown Boise and Boise State University, the district also holds great opportunity for quality infill housing options for both students and the downtown workforce. During the establishment of the district, goals and objectives were identified through community conversations, on-site tours and observations, and existing community planning documents. A desired vision for the area seeks to solve stormwater drainage and streetscape deficiencies in the Lusk Street neighborhood, revitalize the riverfront neighborhood, and enhance the district's many amenities.

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2019



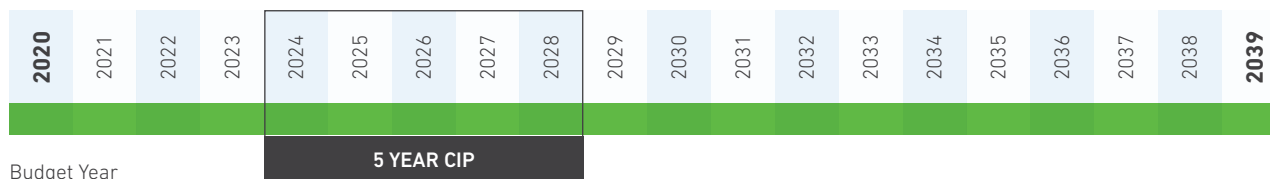
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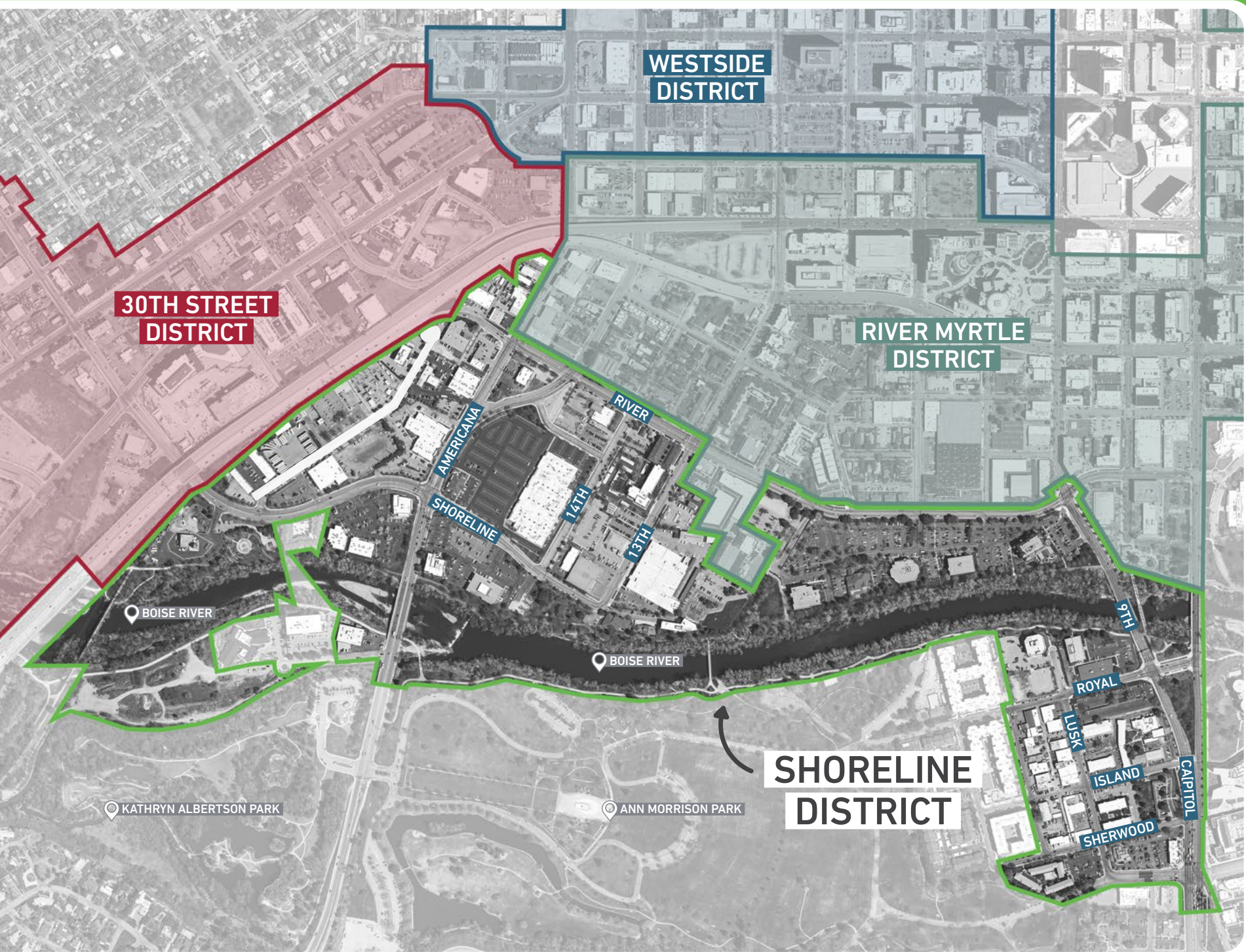
BASE VALUE:
\$118 MILLION

2024 TOTAL
INCREMENT VALUE:
\$91 MILLION

2024 ANNUAL
INCREMENT REVENUE:
\$800,000

CURRENT 5 YEAR CIP TIMELINE





SHORELINE DISTRICT PROJECTS

SHORELINE DISTRICT ("SL" or "SL District")	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Estimated Resources and Project Description	\$865	\$220	\$1,552	\$462	\$10,434	\$13,532

Development Opportunities of Interest

68	<p>Capitol Campus, Boise City and Boise State University (BSU) Joint Venture with J Fisher Companies</p> <p>The City has partnered with BSU to build a mixed use development on 5 acres of parcels owned by both parties in the Lusk district. The joint vision is to provide housing that incorporates the unique characteristics of the Lusk District and offers homes at a variety of price-points, including deeply affordable units. The City and BSU selected J Fisher Companies in December 2022. Preliminary programming includes replacing the existing 110 affordable housing units, building more affordable and market rate housing, BSU academic space, and structured parking to serve BSU, the new housing, and surrounding neighborhood uses. Potential assistance with infrastructure such as public utilities, public parking, storm drainage, streetscapes and on-street parking may be possible. Type 3 program criteria will establish the level of Agency participation.</p>						TBD
69	<p>Midtown, Rivershore Development</p> <p>Rivershore Development has site control of numerous properties near Shoreline Drive and Americana Boulevard and is reimagining how the largest contiguous properties in the Shoreline District can be redeveloped to serve and enhance the neighborhood. The potential for CCDC to make public improvements in tandem with private redevelopment could catalyze significant private investment necessary to pay for the needed public infrastructure, which includes building streets that reestablish the downtown grid, greenbelt connections, public spaces, public parking, and public utility upgrades. Type 3 program criteria will establish the level of Agency participation.</p>						TBD

Participation Program

70	<p>One Time Assistance, Type 1 Program</p> <p>Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200,000. Projects are awarded on a first-come, first-served basis.</p>	200	200	200			\$600
71	<p>Transformative Assistance, Type 3 Program</p> <p>Type 3 participation is available to assist large public or private projects that the CCDC Board deems to be transformative in nature and of benefit to the community at large. The private to public investment should generally be 6:1 or higher. CCDC bonding is a possibility and will be subject to financial review and underwriting requirements. Generally, financial participation will be transacted as a reimbursement or purchase upon project/ public facility completion and certificate of occupancy.</p>	TBD	TBD	TBD	TBD	10,000	\$10,000
72	<p>Housing Partnerships and Real Estate Acquisitions</p> <p>Public-Private Partnerships and/or land purchase and disposition to develop housing that fills gaps unmet by the private market.</p>			1,000			\$1,000
73	<p>818 W. Ann Morrison Park Dr., Capitol Student Housing. Type 2 Agreement with KC Gardner Company</p> <p>Capitol Student Housing is a 91-unit apartment building for university students with \$44 million in total development costs. The agreement includes a \$550,000 reimbursement for streetscape and public utility upgrades.</p>			162	162	162	\$485

*Dollars are in Thousands

SHORELINE DISTRICT PROJECTS

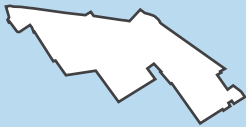
SHORELINE DISTRICT ("SL" or "SL District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Capital Improvement Projects							
74	Shoreline District Streetscape Design Standards. Type 4 Agreement with Boise Planning & Development Services Assist Boise Planning & Development Services with updates to the Downtown Boise Streetscape Standards Manual to include all streets within the Shoreline District Project Area. Establishing standards provides clarity and predictability about infrastructure requirements for private development and also helps institute the community input received during the SL District formation process.	80					\$80
75	17th Street Interim Streetscape Improvements, Shoreline Drive to Cul-de-Sac Pedestrian improvements addressing gaps in the sidewalk, ADA improvements, and installing additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th Street (cul-de-sac).	385					\$385
76	Greenbelt Separated Path Improvements, North and South Shores, Phase 1 Construct a second parallel pathway adjacent to existing greenbelt pathway, per the 2018 Shoreline Urban Framework Plan, to increase greenbelt capacity and provide separate facilities for pedestrians and cyclists.	200					\$200
77	Shoreline Drive Roadway and ADA Improvements, Fairview Avenue to Americana Boulevard. Interagency Agreement with ACHD A partnership with Ada County Highway District (ACHD) project # 204299 to reimburse for pedestrian enhancements including landscaping and irrigation included in roadway and ADA improvement project on Shoreline Drive from Fairview Avenue to Americana Boulevard. ACHD is improving the roadway surface and adjacent ADA ramps, filling sidewalk gaps, bulb outs, bikeway signage, and enhanced crossings. ACHD is conducting design and right-of-way in 2024 with construction in 2025. <i>See also 30th District Line Item #66</i>		20	90			\$110
78	Boise River Greenbelt Truss Bridge Mobility Improvements Add programmable LED lighting to the Boise River Greenbelt Truss Bridge and adjacent path to improve safety of pedestrians and cyclists. Lighting will accenuate the bridges trusses as well, to illuminate this Boise landmark at nighttime. The bridge serves as a primary connection for the various Boise Bench Neighborhoods to the Greenbelt and downtown Boise. Improvements in partnership with Boise Parks and Recreation.					72	\$72
79	1375 W. Shoreline Dr., Shoreline Park Master Plan A community-driven Shoreline Park Master Plan that plans for a phased implementation of park improvements. In accordance with Shoreline District Framework Plan, the park master plan will plan for enhanced amenities, increased neighborhood connectivity and better recreational and emergency access into the Boise River. May include stabilized boat ramp, retaining walls, revised vehicular connection to Shoreline Drive and Boise Greenbelt improvements. Planning work in collaboration with Boise Parks and Recreation.			100			\$100
80	Lusk Street Streetscapes, Ann Morrison Park Drive to Boise River, Phase 1 Streetscapes and connectivity improvements to the Boise Greenbelt on the west side of Lusk Street. A future phase will address improvements on the east side of Lusk Street.					200	\$200
81	La Pointe Street Streetscape Improvements, Royal Boulevard to Island Avenue Streetscape improvements on the east side of La Pointe Street from Royal Boulevard to Island Avenue. Project addresses the existing lack of sidewalk, curb and gutter, on-street parking, stormwater drainage, and amenities such as bike racks and shade trees. Project also establishes associated on-street parking.				200		\$200
82	Lusk Area Utility Improvements Underground existing overhead utilities in priority locations within the Lusk District.				100		\$100
Total Shoreline Estimated Expenses		\$865	\$220	\$1,552	\$462	\$10,434	\$13,532

*Dollars are in Thousands

GATEWAY EAST DISTRICT

The Gateway East Urban Renewal District presents a compelling opportunity for economic development and high-quality job creation in an undeveloped area of Boise facing barriers such as lava bedrock, lack of access, and need for infrastructure. Located on the eastern outskirts of the city, this district offers vast potential for transformative investment and expansion. With its strategic location and ample available land, the Gateway East District is poised to attract businesses looking for a prime industrial hub. The district’s purpose is to capitalize on this potential by providing the necessary infrastructure and support to foster economic growth and create job opportunities. Through targeted investments and strategic planning, the Gateway East Urban Renewal District aims to unlock the area’s untapped potential, catalyzing industrial development, diversifying Boise’s economy, attracting high-quality jobs, and contributing to the overall prosperity of Boise.

est.
2019



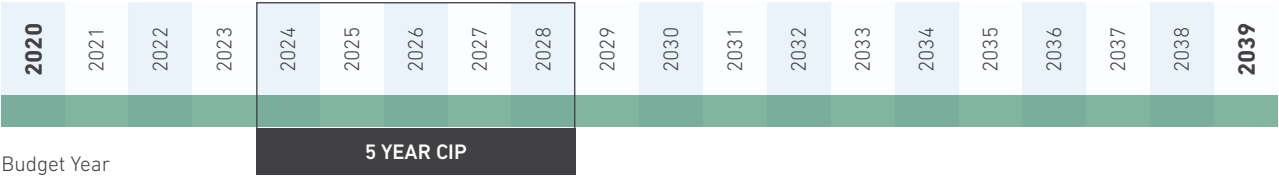
2,643 ACRES

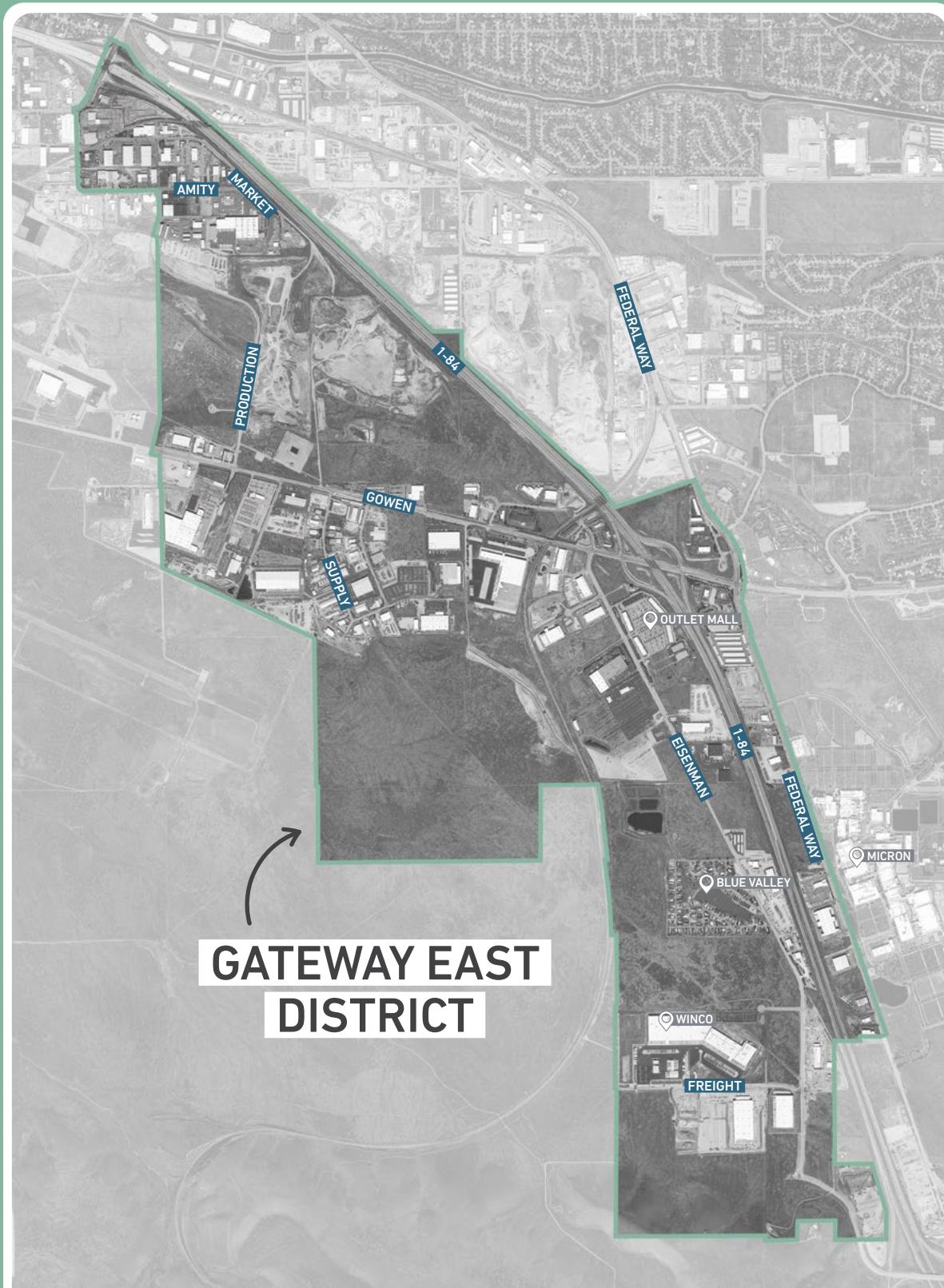
BASE VALUE:
\$385 MILLION

2024 TOTAL
INCREMENT VALUE:
\$823 MILLION

2024 ANNUAL
INCREMENT REVENUE:
\$7.4 MILLION

CURRENT 5 YEAR CIP TIMELINE





**GATEWAY EAST
DISTRICT**

GATEWAY EAST DISTRICT PROJECTS

GATEWAY DISTRICT ("Gateway")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Estimated Resources and Project Description		\$5,150	\$7,682	\$1,789	\$4,179	\$6,842	\$25,642
<i>Participation Program</i>							
83	One Time Assistance, Type 1 Program Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200,000. Projects are awarded on a first-come, first-served basis.	200	200	200	200	200	\$1,000
84	Economic Development Opportunities and Real Estate Acquisitions Public-Private Partnerships and/or land purchase and disposition to develop quality jobs and broaden the economic opportunities in Boise's workforce and business community.					2,500	\$2,500
85	9025 S. Federal Way, Mixed-Use Office and Industrial Project. Type 2 Agreement with 9025 Federal, LLC 9025 S. Federal Way is a 11,000 square foot office and 2,500 square foot warehouse project for tech-industry support services with \$2.1 million in total development costs. The agreement includes a \$92,000 reimbursement for public utility and streetscape improvements.	15	15	15	15		\$60
86	9605 S. Eisenman Rd., Boise Gateway 1. Type 2 Agreement with Boise Gateway 1, LC Boise Gateway 1 is a 68,000 square foot industrial fulfillment building with administrative office space. Developed by Boyer Company, the project has total development costs of \$13 million. The agreement includes a reimbursement of \$406,000 for utility infrastructure and streetscape improvements.	133					\$133
87	2155 E. Freight St., Boise Gateway 2. Type 2 Agreement with Boise Gateway 2, LC Boise Gateway 2 is a 287,000 square foot industrial retail sorting center with administrative office space. Developed by Boyer Company, the project has total development costs of \$53.9 million. The agreement includes a reimbursement of \$895,000 for utility infrastructure and streetscape improvements.	386	386	123			\$895
88	2500 E. Freight St., Boise Gateway 3. Type 2 Agreement with Boise Gateway 3, LC Boise Gateway 3 is a planned 185,000 square foot warehouse building designed to accommodate up to four tenants. Developed by Boyer Company, the project has total development costs of \$26.3 million. The agreement includes reimbursement for utility infrastructure and streetscape improvements and CCDC estimates it will reimburse \$836,000 of these \$1.9 million expenses.			140	140	140	\$420
89	9100 S. Eisenman Rd., R&L Carriers. Type 2 Agreement with R.L.R. Investments, LLC R&L Carriers is a 60,000 square foot freight terminal site with a 9,000 square foot maintenance shop and on-site fueling stations. The project has total development costs of \$9.8 million. The agreement includes a reimbursement of \$385,000 for utility infrastructure and streetscape improvements.	64	64	64	64		\$256
90	10026 S. Eisenman Rd., Mr. Gas. Type 2 Agreement with Lynch Land Development, LLC (sold to Conrad & Bischoff, LLC) Mr. Gas is a 19.3-acre truck stop and retail center offering goods and services for professional drivers with \$12.9 million in total development costs. The agreement includes a \$480,000 estimated reimbursement for the \$1 million investment the developer made in public utility and streetscape improvements.	81	81	81	81	81	\$405
91	1001 E. Gowen Rd., The AZEK Company Manufacturing & Distribution Facility. Type 2 Agreement with CPG International, LLC The Azek Company adapted a 355,000 square foot distribution facility into a manufacturing facility to produce decking lumber from recycled materials and includes total development costs of \$123 million. This is AZEK's first facility located in the western United States and brings 160 manufacturing jobs to Boise. The agreement includes a reimbursement of \$1 million for public improvements including a power substation and streetlights.	215	215	85	183		\$698
92	951 E. Gowen Rd & 7031 E. Eisenman Rd., Red River Logistics and Commerce Centers. Type 2 Agreement with Red River Logistics Center, LLC and Red River Commerce Center, LLC Red River Logistics and Commerce Centers are concurrent developments of two sites with a total of 1.3 million square feet of industrial space on 120 acres with \$146.2 million in total development costs. The agreement includes a \$4.2 million reimbursement for public improvements including the extension of Production Street with associated utility infrastructure and streetscapes, construction of a multi-use pathway, and roadway and bridge construction over Five Mile Creek.		721	721	721	721	\$2,884

*Dollars are in Thousands

GATEWAY EAST DISTRICT PROJECTS

GATEWAY DISTRICT ("Gateway")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Capital Improvement Projects							
93	Power System Upgrades, Idaho Power Company A partnership with Idaho Power Company to fund critical power infrastructure upgrades, including new regional substation and distribution lines.	3,000					\$3,000
94	Eisenman Road Pedestrian Improvements, Blue Sage Lane to Blue Valley Lane Construction of a five-foot wide protected and attached asphalt pathway along Eisenman Road in front of the Blue Valley Estates Mobile Home Park.	456					\$456
95	Lake Hazel Road Extension, Gateway East URD Boundary to I-84 Eisenman Interchange Widen existing Lake Hazel Road between Eisenman Road and the I-84 Eisenman Interchange. Construct extension of new Lake Hazel corridor from Eisenman Rd. west to the Gateway URD Boundary. Anticipates ultimate four-lane cross section of Lake Hazel Rd. as identified in the Ada County Highways Districts (ACHD) Master Street Map as a key east-west Mobility Arterial. Includes detached multi-use pathways on both sides of the corridor.	300	3,000				\$3,300
96	South Eisenman Road Utility Upgrades, Lake Hazel Road to Gowen Road Underground utilities in Eisenman Road from Lake Hazel Road to Gowen Road. Includes replacement of aging utilities, up-sizing existing utilities to serve planned development, and installation of new utilities, as needed. Under-grounding work to occur prior to future road widening project.			360	2,400		\$2,760
97	South Eisenman Road Widening, Lake Hazel Road to Gowen Road Reconstructing and widening Eisenman Road between Gowen and Lake Hazel roads, including protected, on-street bike facilities and detached sidewalks. Includes a multi-use pathway connection to railroad multi-use pathway.				375	3,200	\$3,575
98	Railroad Multi-Use Pathway Construction of a multi-use pathway parallel to the City-owned segment of existing railroad. The pathway provide mobility alternatives in accordance with the City of Boise Pathways Master Plan.	300	3,000				\$3,300
Total Gateway Estimated Expenses		\$5,150	\$7,682	\$1,789	\$4,179	\$6,842	\$25,642

*Dollars are in Thousands

STATE STREET DISTRICT

CCDC's newest urban renewal project area, State Street District, encompasses a six-mile stretch of State Hwy 44 which serves as the critical east/west commuter corridor connecting downtown Boise to west Ada and Canyon Counties. The district envisions transitioning from a congested auto-dominated commercial corridor into multimodal mixed-use corridor with a series of walkable activity centers supportive of high-quality transit service between Eagle and Downtown Boise. City leaders, neighbors, businesses, and commuters all expressed a desire for a safer, more livable street with housing options, a mix of services, and better access to all forms of transportation.

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2022



577 ACRES

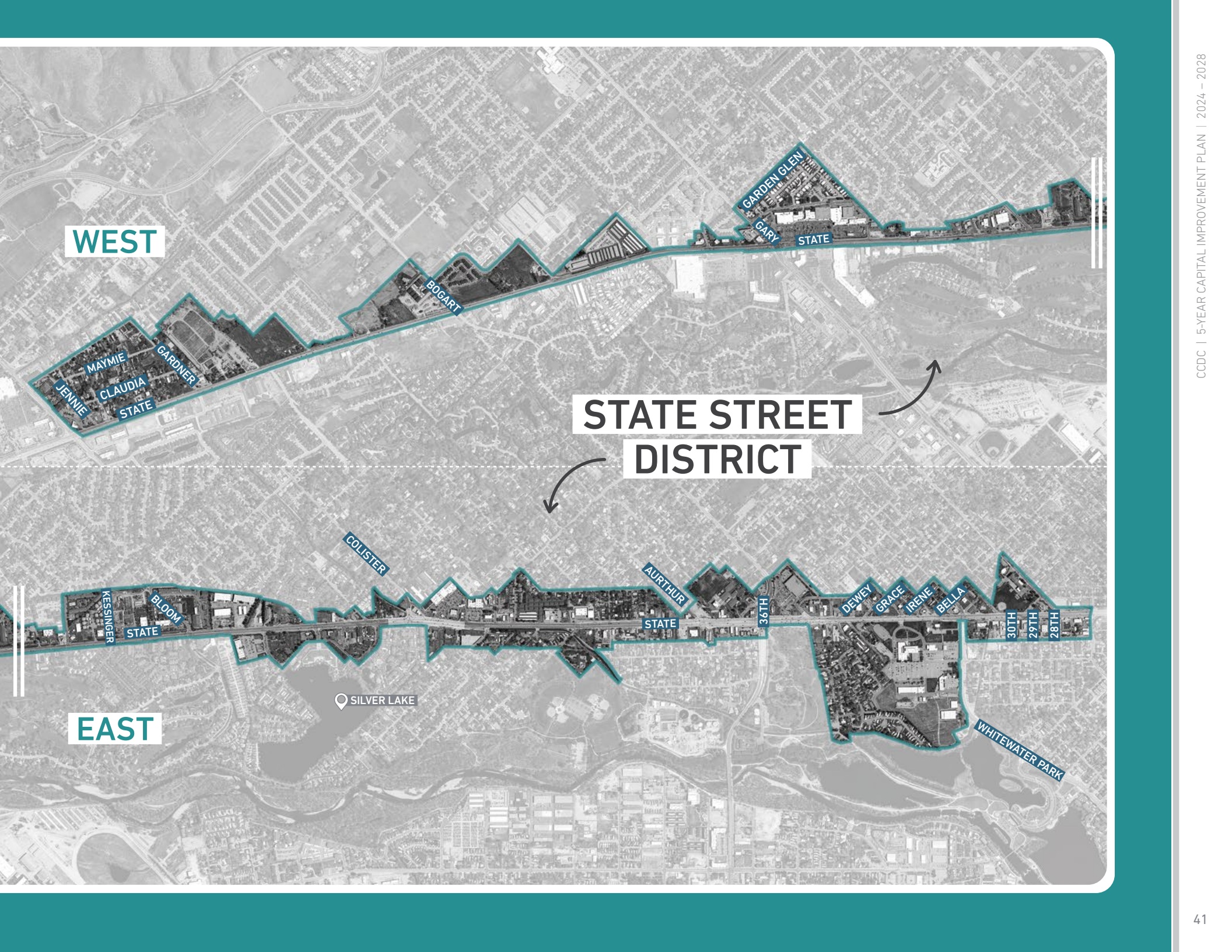
BASE VALUE:
\$363 MILLION

2024 TOTAL
INCREMENT VALUE:
\$170 MILLION

2024 ANNUAL
INCREMENT REVENUE:
\$1.5 MILLION

CURRENT 5 YEAR CIP TIMELINE





WEST

STATE STREET
DISTRICT

EAST

SILVER LAKE

STATE STREET DISTRICT PROJECTS

STATE STREET DISTRICT ("SS" or "SS District")	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Estimated Resources and Project Description	\$458	\$327	\$2,683	\$15,871	\$1,415	\$20,754

Development Opportunities of Interest

99	3311 W. State Street. Idaho Department of Transportation (ITD) Campus In July 2023, ITD solicited sealed bids to purchase 3311 W. State Street, a 44 acre state-owned property with 11 existing buildings. Sale of the property creates a potential opportunity for CCDC to engage with the new owners in developing the walkable, mixed-use development pattern contemplated in the State Street District plans. CCDC assistance can help achieve this vision by participating in improving infrastructure, providing public spaces, diversifying Boise's housing, leveraging and expanding recreation and transportation facilities. The level of assistance will be determined by the Type 3 program criteria, specifically the amount of incremental revenue that redevelopment generates.					TBD
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Participation Program

100	One Time Assistance, Type 1 Program Grant program offering one-time assistance for streetscape and utility improvements; public investment reimbursement amount determined by dollar for dollar match of private investment, up to \$200,000. Projects are awarded on a first-come, first-served basis.	200	200	200	200	\$1,000
101	Transformative Assistance, Type 3 Program Type 3 participation is available to assist large public or private projects that the CCDC Board deems to be transformative in nature and of benefit to the community at large. The private to public investment should generally be 6:1 or higher. CCDC bonding is a possibility and will be subject to financial review and underwriting requirements. Generally, financial participation will be transacted as a reimbursement or purchase upon project/public facility completion and certificate of occupancy.	TBD	TBD	TBD	15,000	\$15,000
102	Housing Partnerships, Real Estate Acquisitions Public-Private Partnerships and/or land purchase and disposition to develop housing that fills gaps unmet by the private market.			2,000		\$2,000
103	3912 W. State St., State & Arthur. Type 3 Agreement with Pacific West Communities, Inc State & Arthur is a mixed-use development with 102 apartments, 1,800 square feet ground floor daycare or commercial space, and \$40 million in total development costs. The project is located on the City of Boise's Housing Land Trust land and units will be income restricted with rental rates between 30% - 80% of AMI. The agreement includes a \$860,000 reimbursement for streetscapes and public utility upgrades.			215	215	\$645

Capital Improvement Projects

104	State Street District Streetscape Design Standards, Type 4 Agreement with Boise Planning & Development Services Assist Boise Planning & Development Services with updates to the Downtown Boise Streetscape Standards Manual to include all streets within the State Street District Area. Establishing standards provides clarity and predictability about infrastructure requirements for private development and also helps institute the community input received during the SS District formation process.	200				\$200
105	Collister Drive Transit Improvements Public-Public Partnership with VRT, ITD, ACHD, Boise city, and CCDC. Local match to fund State Street Transit upgrades.	58				\$58
106	North Whitewater Park Boulevard and State Street Transit Improvements Public-Public Partnership with VRT, ITD, ACHD, Boise city, and CCDC. Local match to fund State Street Transit upgrades.		27			\$27
107	Local Match - Raise Grant - West Saxton Drive and State Street Transit Improvements Public-Public Partnership with VRT, ITD, ACHD, Boise city, and CCDC. Local match to fund State Street Transit upgrades.			18		\$18
108	Local Match - Raise Grant - Gary Lane and Bunch Court Transit Improvements Public-Public Partnership with VRT, ITD, ACHD, Boise city, and CCDC. Local match to fund State Street Transit upgrades.				106	\$106
109	State Street and Pierce Park Lane Intersection Improvement, West Ellens Ferry Drive to North Hertford Way. Interagency Agreement with ACHD Partnership with Ada County Highway District (ACHD) project # 101650 to reimburse for pedestrian enhancements, landscaping and irrigation. ACHD's intersection improvement project widens the north and south legs to four lanes and the east and west legs to seven lanes per ACHD's 2020 Capital Improvement Plan. Project includes enhanced pedestrian/bike facilities including buffered bike lane to the north, pathway to the south, center medians and bus pullouts.		100	250	350	\$700

*Dollars are in Thousands

STATE STREET DISTRICT PROJECTS

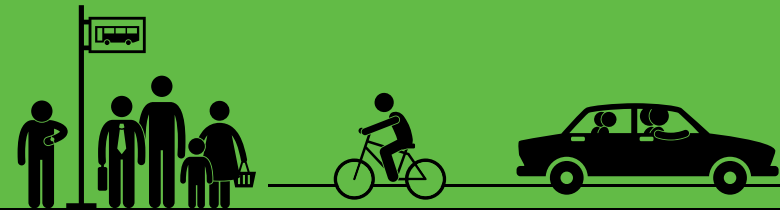
STATE STREET DISTRICT ("SS" or "SS District")		FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
Capital Improvement Projects							
110	State Street Streetscape Improvements, Willow Lane to Fargo Street Improve streetscapes on northside of State Street, from Willow Lane to Fargo Street including a multi-use pathway, street trees and other pedestrian and cyclist amenities.					500	\$500
111	Accelerated Road and Utility Infrastructure Project (Tentative Bond Issuance in FY2029) Produce a package of shovel-ready public infrastructure projects that further best-class transit and in preparation for forthcoming development. Include roadway and utility projects that advance the TTOP vision for the State Street corridor.					500	\$500
Total State Street Estimated Expenses		\$458	\$327	\$2,683	\$15,871	\$1,415	\$20,754



Aerial view of the current ITD Campus with state Street to the north. – State #99

ParkBOI

CCDC, under the ParkBOI brand, owns and operates six public parking garages located throughout the downtown area. CCDC continually assesses and manages downtown Boise parking to drive innovative and cost-effective mobility solutions. The Agency continually supports and works to expand alternatives to parking such as public transit, carpool and rideshares through our partnership with City Go. Select garages offer priority parking to certified carpools and provide secure bicycle and motorcycle parking. CCDC is currently partnering with private developers on up to two new public parking garages in the Westside District in the next three years. The 30th Street District, and the newly formed Shoreline and State Street Districts each have plans that identify the need for new parking garages to meet future development needs and economic development objectives. Without CCDC and ParkBOI, the likely outcome will be more dedicated surface parking, lower infill development, and a lower tax base at the districts' sunset.

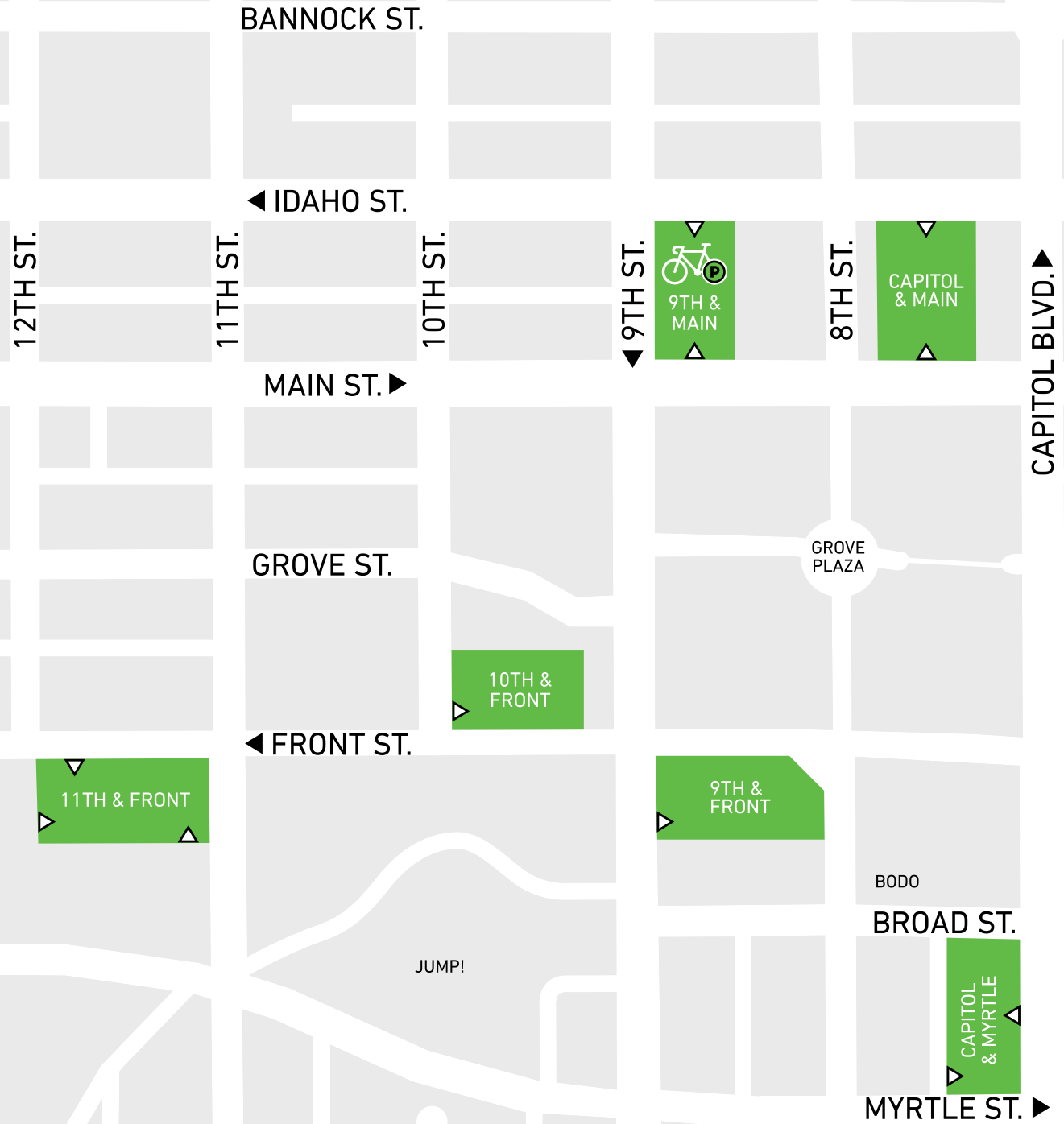


PARTNER WITH US

To Make all CCDC Districts Car-Optional

www.ParkBOI.com

P A R K BOI





Cyclist enjoying the recently completed 11th Street Bikeway with the 11th & Front Parking Garage in the background on the left.

ParkBOI: ECONOMIC DEVELOPMENT & MOBILITY PROJECTS



ParkBOI PARKING PROJECTS ("ParkBOI")	FY2024	FY2025	FY2026	FY2027	FY2028	TOTAL
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ParkBOI Economic Development Opportunities

CCDC aims to catalyze economic development within its Districts by investing ParkBOI public parking system revenues into transformative public-private partnerships that include structured public parking facilities. Structured public parking consolidates parking into a shared, central location, creating the ability to infill underutilized land with higher-density compact development that serves a broad mix of uses. Once in operation, CCDC's public parking structures support existing businesses and neighborhoods by allowing people to park once, and walk to multiple businesses, restaurants, and community events. The Agency prioritizes partnerships making substantial private investment that significantly increases the incremental tax revenue, delivers transformative community benefits, expands local economy, creates new opportunities for our workforce, diversifies Boise's housing choices, and supports the valley's public transit system. The partnerships are administered through the Agency's Participation Program, require financial review, and Board approval.

112	1010 W. Jefferson St., Block 68 Catalytic Redevelopment Project - Parking & Mobility Hub Purchase					WS #35
113	College of Western Idaho (CWI), Boise Campus Development with Ball Ventures Ahlquist					30th #54
114	Capitol Campus, Boise City and Boise State University (BSU) Joint Venture with J Fisher Companies					SL #68
115	Midtown, Rivershore Development					SL #69
116	3311 W. State Street. Idaho Department of Transportation (ITD) Campus					SS #99

ParkBOI Mobility Initiatives

The Agency programs a portion of ParkBOI public parking system revenues to advance a variety of mobility initiatives. Both alone and in coordination with community partners, CCDC invests to reduce over-reliance on single occupant vehicle driving, parking, and ownership. Mobility initiatives include capital improvements to improve walking, biking and transit infrastructure, either as grants or local matching funds, or as Agency-led projects. Mobility initiatives also include sponsoring or underwriting alternative transportation programs and operations, such as bike share, car share, and shuttle buses. As these mobility projects and programs are dependent upon partner support, what's available in the market, and what authorities having jurisdiction will allow. Mobility initiatives beyond the next budget year are difficult forecast and subject to change.

117	BikeBOI Facilities - Block 68 Redevelopment Project Secure bike storage facility inside new ParkBOI parking facility at Block 68 Parking & Mobility Hub see also ParkBOI#1 and WS - Block 68 Catalytic Redevelopment Project - Type 5 Partnership		250			\$250
118	City GO Support City Go makes commuting in the Boise area simple. Through the use of technology, City Go makes planning and paying for public transit easy. CCDC provides funding to help make it easier to choose alternatives to single-occupancy vehicles.	65	70	75	80	\$370
119	VRT Transit Assessment for Improvements Transit infrastructure improvements such as transit shelters and other rider amenities located in the Downtown Improvement District and/or active CCDC URD's.	40	42	45	48	\$223
120	Mobility Initiatives - Business Improvement District				200	\$400
121	Mobility Initiatives - 30th Street URD			200		\$200
122	Mobility Initiatives - Shoreline URD			200		\$200
123	Mobility Initiatives - State Street URD				400	\$400
124	Mobility Initiatives - Gateway URD				400	\$400

Total ParkBOI Estimated Expenses	\$105	\$362	\$520	\$1,128	\$328	\$2,443
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*Dollars are in Thousands



PARTNER WITH US

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

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

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EMAIL info@ccdcboise.com | [Twitter](#) [YouTube](#) [LinkedIn](#) [Facebook](#) [Instagram](#)



CAPITAL CITY
DEVELOPMENT CORP



V. CONSENT AGENDA



Paid Invoice Report

For the Period: 6/1/2023 through 6/30/2023

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			Total Debt Payments: -
EFTPS - IRS	Federal Payroll Taxes	6/14/2023	16,389.34
Idaho State Tax Commission	State Payroll Taxes	6/14/2023	2,340.00
PERSI	Retirement Payment	6/14/2023	22,424.41
457(b)	Retirement Payment	6/14/2023	2,330.04
CCDC Employees	Direct Deposits Net Pay	6/14/2023	39,727.21
EFTPS - IRS	Federal Payroll Taxes	6/28/2023	19,845.58
Idaho State Tax Commission	State Payroll Taxes	6/28/2023	2,937.00
CCDC Employees	Direct Deposits Net Pay	6/28/2023	47,352.83
PERSI	Retirement Payment	6/28/2023	25,353.22
457(b)	Retirement Payment	6/28/2023	2,330.04
Total Payroll Payments:			181,029.67
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	June 2023	2,106,965.19

Total Cash Disbursements: \$ 2,287,994.86

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

Joey Chen

Finance Director

7/12/2023

Date

John Brunelle

Executive Director

8/4/23

Date

Report Criteria:

Detail report type printed

Check.Voided = No

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4136	Abbey Louie LLC	339	Management Training FY2	05/26/2023	5,000.00	12969	06/30/2023
	Total 4136:				5,000.00		
4229	ALDBOI, LLC	17619	421 N 10th Inspection	06/06/2023	800.00	64385	06/28/2023
	Total 4229:				800.00		
3838	American Fire Protection L	15037	Monthly pump inspection &	05/30/2023	200.00	64386	06/28/2023
		15140	WO #8078 Annual Inspecti	06/19/2023	5,245.00	64386	06/28/2023
	Total 3838:				5,445.00		
1316	Blue Cross of Idaho	2313150008	Health Insurance - June 20	06/01/2023	30,483.00	64365	06/01/2023
	Total 1316:				30,483.00		
1331	Boise Centre	17264	Febl 23, 2023 board mtg	05/01/2023	3,991.54	12950	06/29/2023
	Total 1331:				3,991.54		
1385	Boise City Utility Billing	X1177 JUN2	848 Main St # 0447416001	06/01/2023	9.32	12980	06/26/2023
	Total 1385:				9.32		
4022	Boxcast Inc	B57F3A3-00	storage fees	05/31/2023	36.74	12952	06/29/2023
	Total 4022:				36.74		
3712	Car Park	APR23	10th & Front - Grove	04/30/2023	30,265.58	12970	06/30/2023
		APR23	9th & Front - City Centre	04/30/2023	38,512.77	12970	06/30/2023
		APR23	9th & Main - Eastman	04/30/2023	29,257.73	12970	06/30/2023
		APR23	Cap & Main - Cap Terrace	04/30/2023	35,573.71	12970	06/30/2023
		APR23	Cap & Myrtle - Myrtle	04/30/2023	24,955.55	12970	06/30/2023
		APRIL.2023	Settle undeposited funds S	05/30/2023	33,342.98	12970	06/30/2023
	Total 3712:				191,908.32		
1556	Caselle Inc.	124476	Contract support - Jun 202	06/01/2023	748.00	64366	06/01/2023
	Total 1556:				748.00		
1595	City of Boise	IL2075 MAY2	Downtown Core Maint - R	05/01/2023	2,088.48	64387	06/28/2023
		IL2075 MAY2	Downtown Core Maint - W	05/01/2023	1,512.35	64387	06/28/2023
		IL2082 APR2	Downtown Core Maint - R	04/01/2023	2,088.48	64387	06/28/2023
		IL2082 APR2	Downtown Core Maint - W	04/01/2023	1,512.35	64387	06/28/2023
		IL2083 MAR	Downtown Core Maint - R	04/01/2023	2,088.48	64387	06/28/2023
		IL2083 MAR	Downtown Core Maint - W	04/01/2023	1,512.35	64387	06/28/2023
		IL2084 FEB2	Downtown Core Maint - R	04/01/2023	2,088.48	64387	06/28/2023
		IL2084 FEB2	Downtown Core Maint - W	04/01/2023	1,512.35	64387	06/28/2023
		IL2085 JAN2	Downtown Core Maint - R	04/01/2023	2,088.48	64387	06/28/2023
		IL2085 JAN2	Downtown Core Maint - W	04/01/2023	1,512.35	64387	06/28/2023
		IL2086 DEC	Downtown Core Maint - R	04/01/2023	2,088.48	64387	06/28/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		IL2086 DEC	Downtown Core Maint - W	04/01/2023	1,512.35	64387	06/28/2023
		IL2087 NOV2	Downtown Core Maint - R	04/01/2023	2,088.48	64387	06/28/2023
		IL2087 NOV2	Downtown Core Maint - W	04/01/2023	1,512.35	64387	06/28/2023
		IL2088 OCT	Downtown Core Maint - R	04/01/2023	2,088.48	64387	06/28/2023
		IL2088 OCT	Downtown Core Maint - W	04/01/2023	1,512.35	64387	06/28/2023
		IL2098	Trash - RMOB	04/01/2023	392.06	64387	06/28/2023
		IL2098	Trash - WS	04/01/2023	193.10	64387	06/28/2023
		IL2114	Trash - WS	05/31/2023	187.02	64387	06/28/2023
		IL2114	Trash - RMOB	05/31/2023	379.71	64387	06/28/2023
		Total 1595:			29,958.53		
4116	Civil Survey Consultants In	22018-11	Eisenman Rd. Pedestrian	05/30/2023	12,594.00	12971	06/30/2023
		Total 4116:			12,594.00		
4198	Consurco, Inc.	1268 APP #1	10th & Front Garage Struct	05/30/2023	95,000.00	12972	06/30/2023
		1283 APP #2	10th & Front Garage Struct	06/20/2023	71,250.00	12972	06/30/2023
		Total 4198:			166,250.00		
3947	Crane Alarm Service	109808	WO #21363 annual Fire Al	06/16/2023	2,535.00	64388	06/28/2023
		Total 3947:			2,535.00		
1703	CSHQA	39140	Bannock Street Streetscap	05/31/2023	5,569.50	12973	06/30/2023
		Total 1703:			5,569.50		
4151	Desman Inc	D23023	10th & Front Structural Da	05/01/2023	485.00	12953	06/29/2023
		Total 4151:			485.00		
1787	Downtown Boise Associati	8484	FY23 Flower Planters	05/01/2023	10,024.00	64396	06/28/2023
		8484	FY23 Directory & Father's	05/01/2023	7,500.00	64396	06/28/2023
		8484	FY23 State of Downtown S	05/01/2023	19,500.00	64396	06/28/2023
		Total 1787:			37,024.00		
1838	Elam & Burke P.A.	202633	Units 401/102 Civic Partner	05/31/2023	150.00	12974	06/30/2023
		202635	30th Street Projects	05/31/2023	500.00	12974	06/30/2023
		202637	Block 68	05/31/2023	9,584.05	12974	06/30/2023
		202638	101-0 General	05/31/2023	2,625.00	12974	06/30/2023
		202640	101-0 Legislative	05/31/2023	1,825.00	12974	06/30/2023
		Total 1838:			14,684.05		
1982	GGLO LLC	2021031.01	Linen Blocks on Grove St -	05/31/2023	10,603.50	12975	06/30/2023
		Total 1982:			10,603.50		
4222	Gilao Consulting, LLC	5-MAY23	On-call professional servic	05/31/2023	3,800.00	12954	06/29/2023
		Total 4222:			3,800.00		
3695	Guho Corp.	21044-05	Old Boise Blocks on Grove	05/31/2023	7,793.30	12976	06/30/2023
		230101021-0	Linen Blocks on Grove SS	05/31/2023	332,390.21	12976	06/30/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		230101021-0	Linen Blocks on Grove SS	05/31/2023	29,354.07	12976	06/30/2023
	Total 3695:				369,537.58		
2165	Idaho Power	WO 2763355	Block 68 Catalytic Redevel	06/21/2023	9,222.00	64389	06/28/2023
		X6607 MAY2	9th St outlets #220040660	05/31/2023	3.51	12949	06/22/2023
		X7995 MAY2	9th & State # 2201627995	05/31/2023	3.51	12948	06/21/2023
	Total 2165:				9,229.02		
3808	Jed Split Creative	2634	Participation Program Appli	05/26/2023	7,010.00	64390	06/28/2023
		2634	Participation Program Appli	05/26/2023	3,191.95	64390	06/28/2023
		2653	CCDC FY2022 Annual Rep	05/26/2023	556.00	64390	06/28/2023
	Total 3808:				10,757.95		
2288	Jensen Belts Associates	2114 CA-10	11th Street Bikeway & Stre	05/31/2023	1,430.00	12977	06/30/2023
		2114 CA-10	11th Street Bikeway & Stre	05/31/2023	1,430.00	12977	06/30/2023
		2114 CA-10	11th Street Bikeway & Stre	05/31/2023	4,215.00	12977	06/30/2023
		2114 CA-10	11th Street Bikeway & Stre	05/31/2023	3,010.00	12977	06/30/2023
	Total 2288:				10,085.00		
4228	Junk King Boise LLC	JK2794895	421 N 10th junk removal	06/21/2023	3,168.00	12955	06/29/2023
	Total 4228:				3,168.00		
3913	Kimley-Horn and Associate	24981170	Block 68 Parking Consultin	05/31/2023	4,420.00	12956	06/29/2023
	Total 3913:				4,420.00		
2360	Kittelson & Associates Inc.	0135705	8th St Streetscape, State t	04/30/2023	2,773.75	12978	06/30/2023
		0136705	8th St Streetscape, State t	05/31/2023	15,973.75	12978	06/30/2023
		134111	5th St. and 6th St. 2-Way C	04/28/2023	37,925.84	12978	06/30/2023
	Total 2360:				56,673.34		
3881	Mary E. Watson	6.12.23	Office Related Reimb.	06/12/2023	39.49	12947	06/21/2023
	Total 3881:				39.49		
3950	McAlvain Construction Inc.	12101021-1	11th Street Bikeway & Stre	05/31/2023	518,590.41	12979	06/30/2023
		12101021-1	11th Street Bikeway & Stre	05/31/2023	23,533.00	12979	06/30/2023
		12101021-1	11th Street Bikeway & Stre	05/31/2023	8,678.00	12979	06/30/2023
		12101021-1	11th Street Bikeway & Stre	05/31/2023	7,624.32-	12979	06/30/2023
		12101021-1	11th Street Bikeway & Stre	05/31/2023	6,973.00	12979	06/30/2023
		12101021-2	11th Street Bikeway & Stre	05/31/2023	476,341.92	12979	06/30/2023
		12101021-2	11th Street Bikeway & Stre	05/31/2023	3,111.00	12979	06/30/2023
		12101021-2	11th Street Bikeway & Stre	05/31/2023	25,360.00	12979	06/30/2023
		12101021-2	11th Street Bikeway & Stre	05/31/2023	3,927.68-	12979	06/30/2023
		12101021-2	11th Street Bikeway & Stre	05/31/2023	5,323.00	12979	06/30/2023
	Total 3950:				1,056,358.33		
2186	McClatchy Company LLC	193727	Legal Notices	05/31/2023	33.14	12957	06/29/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 2186:					33.14		
4202	Nancy Buffington LLC	1359	3 Months Coaching - Chen	06/05/2023	3,000.00	12958	06/29/2023
Total 4202:					3,000.00		
2774	Pro Care Landscape Mana	49177	Landscape Maintenance -	05/31/2023	874.92	12959	06/29/2023
		49178	Landscape Maintenance -	05/31/2023	175.31	12959	06/29/2023
		49179	Landscape Maintenance -	05/31/2023	58.00	12959	06/29/2023
		49180	Landscape Maintenance -	05/31/2023	116.00	12959	06/29/2023
Total 2774:					1,224.23		
2798	QRS Consulting, LLC	1586	17th Street Improvements	05/31/2023	3,291.38	64391	06/28/2023
Total 2798:					3,291.38		
3896	Rim View LLC	JUN23	Monthly Rent - Trailhead J	06/01/2023	16,178.73	64367	06/01/2023
Total 3896:					16,178.73		
3796	Scheidt & Bachmann USA I	51063	Apr 2023 Merchant Fees	04/30/2023	998.66	12960	06/29/2023
Total 3796:					998.66		
3542	Security LLC - Plaza 121	JUN23 CAM	CAM CY23 - June	06/01/2023	375.17	64392	06/28/2023
		JUNE23	Office rent	06/01/2023	14,145.00	64368	06/01/2023
Total 3542:					14,520.17		
2969	Sherman & Howard LLC	869770	General bon matters	05/30/2023	1,507.50	12961	06/29/2023
Total 2969:					1,507.50		
4206	Story & Pixel Inc	422	Rebuild Linen Blocks on Gr	05/17/2023	7,170.63	12946	06/13/2023
Total 4206:					7,170.63		
4109	Syringa Networks LLC	20339 JUN1	internet & data	06/01/2023	649.78	12962	06/29/2023
Total 4109:					649.78		
3831	The Land Group Inc.	0150240	Boise Canal Multi-Use Pat	05/31/2023	2,275.50	12963	06/29/2023
Total 3831:					2,275.50		
4074	The Potting Shed	22074	Interior Plant Maint.	05/31/2023	65.00	64393	06/28/2023
Total 4074:					65.00		
3170	Treasure Valley Coffee Inc	2160:091200	Water & Cooler Rental	07/01/2023	106.00	12964	06/29/2023
		2160:093301	Water & Cooler Rental	06/06/2023	106.00	12964	06/29/2023
Total 3170:					212.00		
3233	United Heritage	02014-001 J	Disability insurance	06/01/2023	1,781.78	64394	06/28/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3233:					1,781.78		
3835	US Bank - Credit Cards	5.25.23	Recruitment Expense	05/25/2023	772.61	12945	06/06/2023
		5.25.23	Voice, data & webhosting s	05/25/2023	107.67	12945	06/06/2023
		5.25.23	Office Supplies	05/25/2023	1,493.21	12945	06/06/2023
		5.25.23	Computer & Software Supp	05/25/2023	636.78	12945	06/06/2023
		5.25.23	Postage	05/25/2023	63.00	12945	06/06/2023
		5.25.23	Dues & Subscriptions	05/25/2023	1,325.00	12945	06/06/2023
		5.25.23	Travel & meeting (non-local	05/25/2023	672.92	12945	06/06/2023
		5.25.23	Personnel Training (Local)	05/25/2023	700.00	12945	06/06/2023
		5.25.23	Local meetings	05/25/2023	605.76	12945	06/06/2023
		5.25.23	Professional Services Gen	05/25/2023	154.00	12945	06/06/2023
		5.25.23	Linen Blocks business acc	05/25/2023	152.64	12945	06/06/2023
		5.25.23	Repairs & Maintenance	05/25/2023	93.21	12945	06/06/2023
		5.25.23	Banking & Merchant Fees	05/25/2023	88.60	12945	06/06/2023
Total 3835:					6,865.40		
3365	Westerberg & Associates	270	Legislative Advisement Ser	05/31/2023	2,000.00	12965	06/29/2023
Total 3365:					2,000.00		
3998	Western Records Destructi	0644216	Records Destroyed	05/31/2023	48.00	12966	06/29/2023
Total 3998:					48.00		
3374	Western States Equipment	IN002412451	Bldg 8 fire pump maintena	05/31/2023	1,039.59	64395	06/28/2023
		IN002412464	Bldg 8 generator inspection	05/31/2023	309.59	64395	06/28/2023
Total 3374:					1,349.18		
3990	Xerox Corporation	019086684	Copier Lease	05/31/2023	250.43	12967	06/29/2023
Total 3990:					250.43		
4158	Zoom Video Communicatio	INV2016586	video conference service 5/	05/11/2023	1,349.47	12968	06/29/2023
Total 4158:					1,349.47		
Grand Totals:					2,106,965.19		

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. 9th Street
Boise, ID 83702
July 10, 2023

I. CALL TO ORDER:

Vice Chair John Stevens convened the meeting with a quorum at 12:00 p.m.

Roll Call attendance taken:

Present: Commissioner Todd Cooper, Commissioner Ryan Erstad, Commissioner Danielle Hurd, Commissioner Rob Perez, Commissioner John Stevens, Commissioner Alexis Townsend, and Commissioner Holli Woodings.

Absent: Commissioner Latonia Haney Keith and Commissioner Lauren McLean.

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Joey Chen, Finance & Administration Director; Kevin Holmes, Project Manager – Property Development; Amy Fimbel, Project Manager – Capital Improvements; Aaron Nelson, Parking & Facilities Manager; Kathy Wanner, Contracts Manager; Jordyn Neerdaels, Communications Manager; Sandy Lawrence Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

Attending the meeting, Danny Bell, Compliance Program Manager, City of Boise.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

III. WORK SESSION

A. Memorandum of Understanding with the City of Boise for Housing Affordability Monitoring

Kevin Holmes, Project Manager – Property Development and Danny Bell, Compliance Program Manager, City of Boise, gave a report.

Commissioner Holli Woodings joined the meeting at 12:06 p.m.

IV. ACTION ITEM: CONSENT AGENDA

A. Minutes and Reports

1. Approve Meeting Minutes for June 12, 2023

Commissioner Erstad made a motion to approve the consent agenda.

Commissioner Perez seconded the motion.

Roll Call:
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye
Commissioner Woodings – Aye

The motion carried 7 - 0.

V. ACTION ITEM

A. CONSIDER: Resolution 1825: Bannock Street Streetscape Improvements Project, 12th St to 16th St. Task Order 19-003 with CSHQA, Inc. for Professional Design Services

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

Commissioner Woodings moved to adopt Resolution 1825 approving and authorizing the execution of Task Order 19-003 with CSHQA, Inc., for Professional Design Services on the Bannock Street Streetscape Improvements Project, 12th St to 16th St.

Commissioner Erstad seconded the motion.

Roll Call:
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye
Commissioner Woodings – Aye

The motion carried 7 - 0.

B. CONSIDER: Resolution 1826: Public Works Construction Contract for 10th and Front Garage Waterproofing Repairs Phase 2 Project

Aaron Nelson, Parking & Facilities Manager and Kathy Wanner, Contracts Manager, gave a report.

Commissioner Cooper moved to adopt Resolution 1826 recognizing Sawtooth Caulking, Inc. as the lowest responsive bidder; awarding the 10th & Front Garage Structural Concrete Repairs – Phase 2 Project to Sawtooth Caulking, Inc. for a total amount of \$261,560; and authorizing the Executive Director to execute the contract and expend funds.

Commissioner Hurd seconded the motion.

Roll Call:
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye
Commissioner Woodings – Aye

The motion carried 7 - 0.

VI. MEETING ADJOURNMENT

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

The meeting was adjourned at 12:36 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 14th DAY OF AUGUST 2023.

Latonia Haney Keith, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: Approve Resolution 1828: W. Grove St., Linen Blocks on Grove Street Public Art. Type 4 Participation Agreement with City of Boise Department of Arts & History		Date: August 14, 2023
Staff Contact: Amy Fimbel Project Manager	Attachments: 1) Resolution 1828 which includes the Contribution Agreement	
Action Requested: Adopt Resolution 1828 approving the Linen Blocks on Grove Street Public Art Type 4 Participation Agreement with City of Boise Department of Arts & History.		

Background:

The Linen Blocks on Grove Street is an area of west downtown Boise where focused investment—both public and private—is underway. CCDC engaged the community for assistance in developing a vision for the area from fall of 2020 to summer of 2021. The result of this outreach is the Linen 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 on Grove Street for both place making and street activation. Public art discussions continued as the design team advanced 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 and plan for streetscape and public art improvements on Grove Street between 10th and 16th Streets. The resulting public art masterplan, shown in the attached Exhibit B, identifies (7) seven public art and cultural assets, both existing and new, that contribute to place making and neighborhood vision. From the masterplan, CCDC and the City's Public Art Program staff identified four (4) opportunities on Grove Street to incorporate public art and cultural assets. The opportunities include one (1) landmark billboard sign, two (2) art port pedestals on which to display City-acquired sculptures, refurbishment of existing artwork, titled "Bike Trio", and installation of six (6) historic neon signs as cultural assets.

The City, through its Department of Arts & History, will develop and ultimately approve the public art. This consists of coordinating and managing the artist selection processes including Request for Qualifications/Request for Proposals, facilitating the artist selection process, drafting and negotiating contracts, managing the selection of artists and artist responsibilities, and coordinating with the City's own project team and CCDC to prepare the sites for art installation. CCDC will install the electrical and structural infrastructure as part of Linen Blocks on Grove Street Streetscape and Bikeway Improvements project. Following the installation of the public art, CCDC will reimburse the City for the actual costs not exceeding the reimbursement obligation defined by the Agreement.

The City agrees to work in good faith with non-profit Signs of Our Times, Inc. towards a license agreement or other similarly appropriate regulatory approval that allows the installation of the historic neon signs as cultural assets within the public rights of way.

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 January 11, 2023. The final Agreement has been negotiated and was approved by Boise City Council on July 18, 2023. The Agreement sets forth the Agency’s commitment to reimburse Boise City Arts & History the actual cost—not to exceed \$113,000—for public art.

Fiscal Notes:

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

Staff Recommendation:

Staff recommends approval of Resolution 1828.

Suggested Motion:

I move to adopt Resolution 1828 approving the Linen Blocks on Grove Street Public Art Type 4 Participation Agreement with City of Boise Department of Arts & History.

ATTACHMENT 1
RESOLUTION 1828

RESOLUTION NO. 1828

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 AND CULTURAL ASSETS: LINEN BLOCKS ON GROVE STREET; 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, 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 Public Art and Cultural Assets: Linen Blocks on Grove Street Project ("Linen Blocks Project"), CCDC 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, the Agency engaged the community for assistance in developing a vision for the area from fall of 2020 to summer of 2021. The result of this outreach is the Linen Blocks on Grove Street Redevelopment Strategy Vision Report, which recommends including public art on Grove Street for both placemaking and street activation; and,

WHEREAS, the City identified several public art opportunities on Grove Street. These include the Cultural Asset, Neon Signs project, the Landmark Billboard Sign, two separate City-acquired sculptures placed on Agency installed pedestals, and refurbishing and reinstalling the existing Bike Trio artwork; and,

WHEREAS, the City made a formal funding request for the Linen Blocks Project to the Agency in July 2023; and,

WHEREAS, the Project is located in the District as created by the River Myrtle-Old Boise Plan, and at its public meeting on January 11, 2023, 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 Agency will reimburse the City 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 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 August 14, 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 by the Urban Renewal Agency of Boise City, Idaho, on August 14, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on August 14, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT

PUBLIC ART AND CULTURAL ASSETS: LINEN BLOCKS ON GROVE STREET

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 (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 Linen Blocks on Grove Street Streetscapes improvements Project (“Linen 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, have memorialized their collaboration in the Linen Blocks on Grove Street Vision Report and decided that installation of public art and cultural assets should be included in Linen Blocks Project. The resulting public art masterplan, shown in the attached Exhibit B, identifies (7) seven public art and cultural assets, both existing and new, that contribute to place making and neighborhood vision.

D. From the masterplan, CCDC and the City’s Public Art Program staff identified four (4) opportunities on Grove Street to incorporate public art and cultural assets. The opportunities include one (1) landmark billboard sign, two (2) art port pedestals on which to display sculptures, refurbishment of existing artwork, titled “Bike Trio”, and installation of six (6) historic neon signs as cultural assets.

E. The Linen 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.

H. CCDC, in coordination with Signs of Our Times, Inc., an Idaho non-profit corporation, is restoring and installing to City's requirements six historic Boise neon signs in the public right-of-way on the north side of Grove Street between 12th and 13th Streets.

I. CCDC hired historian Amber Beierle to research and provide a written report of the history and significance of the six historic Boise neon signs. Amber Beierle's historical report is attached as Exhibit D.

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to memorialize the Parties' agreement concerning financial reimbursement for construction and installation of public art in the River Myrtle-Old Boise Urban Renewal District (the "Project"), in an area of downtown Boise on West Grove Street between 9th Street and 16th Street, as part of the Linen 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 selection processes for public art (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 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. Cultural Asset, Neon Signs. The City and CCDC agree to work in good faith in furtherance of efforts to install interpretative signage that explains the cultural significance of the neon signs installed by CCDC, the neighborhood itself, and the signs' historic relevance to Boise,

including working with Signs of Our Times, Inc. towards a license agreement or other similarly appropriate regulatory approval that allows the installation of these cultural assets within the public rights-of-way for an agreed upon period of time, research and creation of the interpretive signage by the City, and negotiation of a separate T4 agreement for the installation of the interpretive signage between the City and CCDC.

5. Artwork. The Parties have identified locations on West Grove Street to receive the Artwork, described below and depicted on the attached Exhibit B. Artwork includes the following:

- a.) Landmark Billboard Sign: conversion of an existing, blank billboard sign into a canvas for rotating public artworks. The billboard sign is located at the southwest corner of 15th and Grove Streets. The City will work in good faith to obtain exclusive use of the billboard for the unobstructed display of public art from the billboard owner for a minimum period of ten (10) years. CCDC will install a light system for purposes of illuminating the sign, will perform a structural assessment of the existing billboard sign, and will define Artwork weight limitations. The City will install Artwork on the billboard with the intention of replacing it on a biennial basis through the City's Percent for Public Art Program.
- b.) Art Port Sculptures: contemplated as two (2) separate City-acquired sculptures installed on two (2) separate CCDC-installed Art Port concrete pedestals located in the public right-of-way on the 1000 and 1300 blocks of Grove Street. The Artwork is anticipated to be installed temporarily and replaced on an annual or biennial basis, or as City programming allows.
- c.) Bike Trio: currently located at 14th and Grove Streets, the City will de-install, store, refurbish as the City deems necessary and appropriate, and reinstall onto a CCDC-installed foundation at the Artwork's original location.

6. Art Selection. The City will release Request for Qualifications (also known as a "Call to Artists") for local and national artists to submit proposals to design, fabricate, and transport the Landmark Billboard Sign and Art Port Sculptures for installation by the City in coordination with CCDC's Linen Blocks Project. The City will include a CCDC representative in the art selection process.

7. Reimbursement Obligation. The total amount paid by CCDC to the City for the Project, including the Artwork and Cultural Assets installed under this Agreement (the "Reimbursement Obligation"), shall not exceed ONE HUNDRED THIRTEEN THOUSAND DOLLARS (\$113,000.00) subject to potential additional storage expenses. Amounts below are subject to change but shall not exceed the total Reimbursement Obligation.

Landmark Billboard Sign:	\$50,000 (includes one installation)
Art Port Sculptures:	\$40,000 (includes one installation on each Art Port)
Bike Trio:	\$23,000

In the event CCDC is unable to meet its construction schedule and causes the City to incur additional storage expenses for the Artwork that were not originally contemplated by this Agreement, CCDC agrees to reimburse the City for its additional storage expenses. In order for the City to receive said reimbursement, the additional storage expenses must be the direct result of CCDC's own construction delays and not the delays of other construction projects in the area or of third parties.

8. Reimbursement. The City shall pay for all costs associated with the Project. CCDC shall reimburse the City as set forth herein, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from the City. CCDC shall make payment within 60 days of receipt of a sufficiently detailed invoice. After installation, billing, and reimbursement for Artwork, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. 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.

- a.) First Reimbursement (City shall invoice no later than August 1, 2024) may include any combination of Artwork, including landmark billboard sign, Art Port Sculptures, and Bike Trio.
- b.) Second Reimbursement (City shall invoice no later than June 1, 2025) may include any combination of Artwork, including landmark billboard sign, Art Port Sculptures, and Bike Trio.

9. Project Management; Project Updates. The City shall be responsible for managing all aspects of selection, fabrication, pre-installation coordination, delivery, 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 and all levels of 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.) Landmark Billboard Sign.
 - (i.) City Schedule: call to artists released within 180 days of securing exclusive use of the billboard; and art installation completed by June 30, 2025.
 - (ii.) CCDC Schedule: electrical infrastructure upgrades completed by Linen Blocks Project by June 1, 2024.
- b.) Two Sculptures.
 - (i.) City Schedule: Artwork installation completed by June 30, 2025.
 - (ii.) CCDC Schedule: pedestals completed by Linen Blocks Project by April 30, 2024.
- c.) Bike Trio.
 - (i.) City Schedule: reinstallation of Bike Trio within 60 days after substantial completion of 14th to 15th Street block by CCDC or by September 30, 2024, whichever is later.
 - (ii.) CCDC Schedule: Substantial Completion of 14th to 15th Street block by Linen Blocks Project by July 31, 2024.

10. 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 Linen Blocks Project's technical drawings and attached as Exhibit C. The City shall be responsible for the coordination of the Artwork installation with Linen Blocks Project construction activities, timeline, and Artwork budget. 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.

11. 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 FY 24 and FY25 funds.

12. 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.

13. 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.

14. Warranty. The City warrants that the materials and workmanship employed in the fabrication and installation of the landmark billboard sign artwork and the art port sculptures are capable of withstanding typical outdoor conditions and are of a high-quality standard and of superior workmanship, and free from defects in materials and workmanship. Such warranty shall extend for a period of two (2) years after installation.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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: Amy Fimbel, Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
afimbel@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

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

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

21. 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.

22. 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.

23. Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 67-2346, the City and CCDC, by entering into this Agreement, hereby certify that they are 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.

24. Certification Regarding Government of China. In accordance with Idaho Code Section 67-2359, City and CCDC, by entering into this Agreement, hereby certify that they are not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

25. 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.

26. 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.

27. 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: _____

CCDC Budget Info / For Office Use	
Fund	302
Account	6800
Activity Code	23011
Contract Term	June 30, 2025

FOR BOISE CITY:

By: Lauren McLean
Lauren McLean, Mayor

Date: 7/18/2023

ATTEST:

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

Date: 7/18/2023

Approved as to form:

Tyler Powers
Tyler Powers, Deputy City Attorney

Date: 7.13.23



EXHIBITS

- A: City of Boise Memo, dated July 7, 2023
- B: Linen Blocks on Grove Street Public Art Masterplan
- C: Linen Blocks on Grove Street Construction Drawings
- D: Neon Signs Historical Report



EXHIBIT A

DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | INTERIM DIRECTOR: Doug Holloway

MEMO

TO: Amy Fimbel, CCDC
FROM: Stephanie Johnson
CC: Jennifer Stevens, Josh Wilson
DATE: 7/7/2023
RE: Linen Blocks on Grove Street Public Art – T4 Agreement

LINEN BLOCKS ON GROVE STREET PUBLIC ART – T4 AGREEMENT

Following conversations with Amy Fimbel and relevant City of Boise staff, A&H has agreed to manage two new public art projects and the re-installation of one existing public artwork on Grove Street.

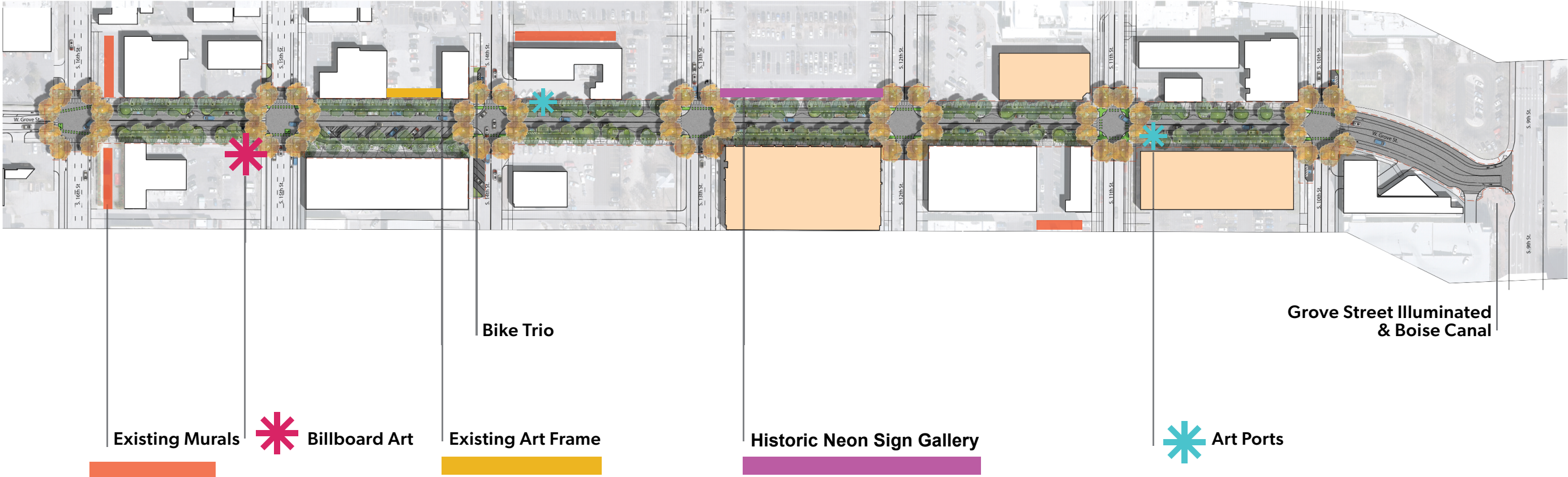
Public Art:

- Landmark Billboard Sign- CCDC will cover the cost of the structural improvements/electrical upgrades and we are requesting \$50,000 for one art installation by June 2025.
- 2 Art Ports – A&H is working on developing a partnership with Boise State University's sculpture program to support and display student work. We request \$40,000 for one installation cycle in each port (\$20k per installation) by June 2025.

Re-Installation:

- *Bike Trio* (located at 14th and Grove St.) – CCDC to cover costs for de-installation, storage (up to one year), and re-installation. A&H will coordinate and manage the de-install, transport, repair, and re-install. De-installation has already occurred. We are requesting \$23,000 for this project.

The Department of Arts & History requests a total of \$113,000 for projects in association with the Linen Blocks on Grove Street.



glo.com



OWNER:
BOISE CAPITAL CITY DEVELOPMENT
CORPORATION
121 N 9TH ST
#501
BOISE, ID 83702

J	04/04/2023	100% DESIGN SUBMITTAL
H	03/06/2023	99% DESIGN DEV REVIEW SET
G	02/23/2023	STORM DRAIN APPROVAL SET
F	12/06/2022	GMP 2 - BID SET
E	10/28/2022	GMP 2 - BID SET
D	09/23/2022	PERMIT SUBMITTAL
C	08/30/2022	95% DESIGN DEV REVIEW
B	05/16/2022	60% DD REVIEW
A	12/10/2021	DESIGN REVIEW SUBMITTAL

PROJECT NO.: **2021031.01**
 GGLO PRINCIPAL IN CHARGE: **Mark Sindell**
 GGLO PROJECT MANAGER: **James Greene**
 OWNER APPROVAL:

SHEET NO.

COPYRIGHT GGLO. ALL RIGHTS RESERVED.
 ORIGINAL SHEET SIZE IS 24"x36"

APPROVAL STAMP


$$1^m = 20'-0''$$

D

C

B

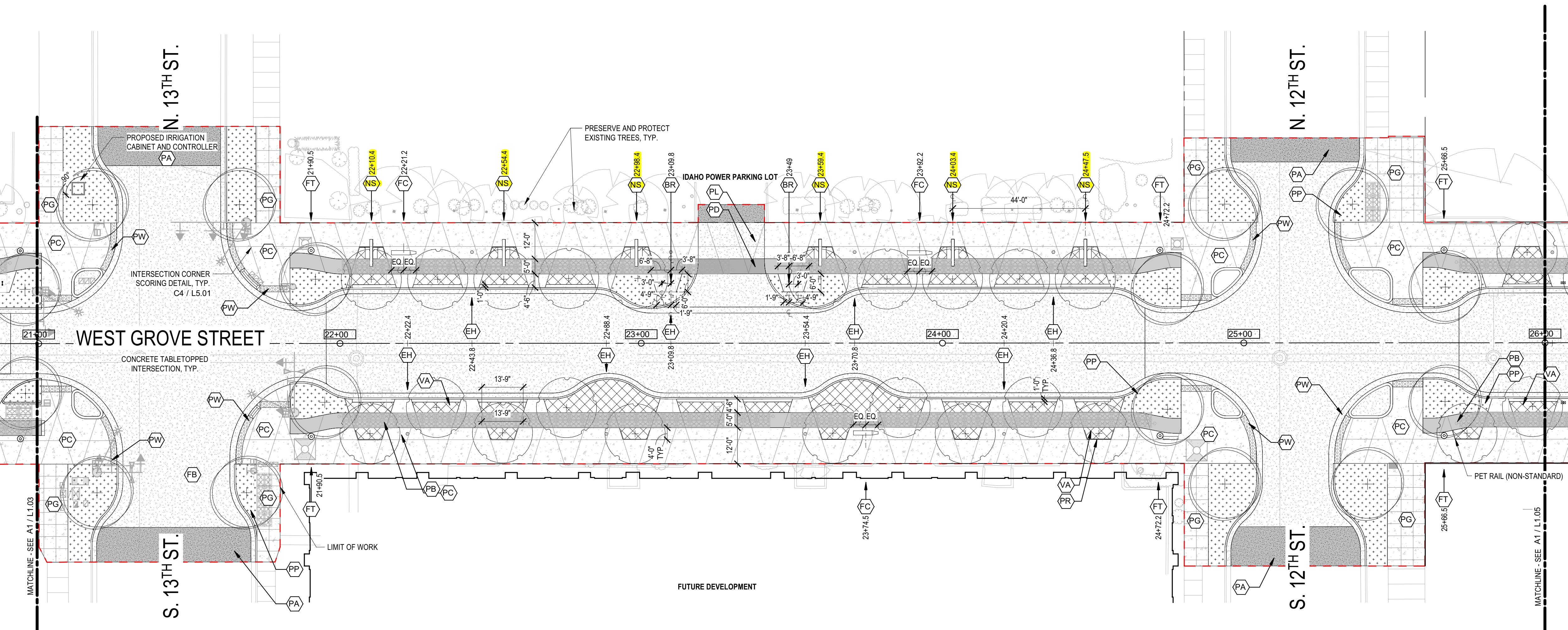
A

PLOT DATE/TIME: 4/20/23 10:32:47 AM

A1

LANDSCAPE PLAN - AREA D - S. 13TH ST + S. 12TH ST INTERSECTION

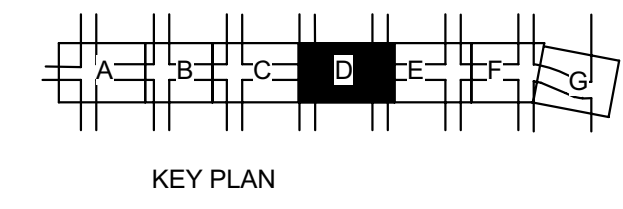
1" = 20'-0"



LAYOUT AND MATERIALS LEGEND

TAG	VISUAL	DESCRIPTION	DETAIL	SPEC SECTION
PD		LINEN BLOCK DECORATIVE CONCRETE BROOM FINISH WITH SAWCUT V-GROOVE JOINTS - VEHICULAR DEPTH - TYPE 1	SEE CIVIL	321316
PC		LINEN BLOCK DECORATIVE CONCRETE BROOM FINISH WITH SAWCUT V-GROOVE JOINTS - PEDESTRIAN DEPTH - TYPE 2	SEE CIVIL	321316
FB		CIP CONCRETE - VEHICULAR DEPTH - TYPE 3	SEE CIVIL	321316
PG		CIP CONCRETE - PEDESTRIAN DEPTH - TYPE 4	SEE CIVIL	321316
PB		CIP CONCRETE - BIKE LANE - COLORED, STANDARD DEPTH - TYPE 5	SEE CIVIL	321316
PL		CIP CONCRETE - BIKE LANE - COLORED, VEHICULAR DEPTH - TYPE 6	SEE CIVIL	321316
PA		HMA	SEE CIVIL	
PW		TRUNCATED DOMES	SEE CIVIL	321316
VA		STRUCTURED PLANTING - SEE PLANTING PLANS	A2 / L5.51	329113
PP		POLLINATOR PLANTING - SEE PLANTING PLANS	A1 / L5.51	329300
BR		STANDARD BIKE RACK, SURFACE MOUNT.	B4 / L5.02	323300
EH		STANDARD HISTORIC PEDESTRIAN LIGHT		SEE SHEET EG-5
FT		LITTER RECEPTICLE	B5 / L5.02	323300
FC		PRE-CAST CONCRETE BENCH	A1 / L5.03	323300
PR		PET RAIL - SIDEWALK SIDE PLANTERS	A1 / L5.02	323300
PS		PARKING METER - SINGLE METER	CITY STANDARD	
DM		PARKING METER - DOUBLE METER	CITY STANDARD	
AP		ART PORT	4 / S5.11	SEE SHEET S0.02 AND S0.03
NS		NEON SIGN FOUNDATION	1 / S5.11	SEE SHEET S0.02 AND S0.03
TG		4' X 8' TREE GRATE	A4 / L5.02	323300

NOTE: DEEPROOT BARRIER (OR APPROVED EQUAL) THAT EXTENDS 18" BELOW THE SUBGRADE ON ALL SIDEWALKS AND 24" BELOW THE SUBGRADE ON CURB SIDE. SEE DETAIL.



PROJECT:
Linen Blocks on Grove St



PROJECT ADDRESS:
**BETWEEN 9TH STREET & 16TH STREET
WEST GROVE STREET
BOISE, ID 83702**

OWNER:
**BOISE CAPITAL CITY DEVELOPMENT CORPORATION
121 N 9TH ST
#501
BOISE, ID 83702**

MARK	DATE	DESCRIPTION
REVISIONS		

J	04/04/2023	100% DESIGN SUBMITTAL
H	03/06/2023	99% DESIGN DEV REVIEW SET
G	02/23/2023	STORM DRAIN APPROVAL SET
F	12/06/2022	GMP 2 - BID SET
E	10/28/2022	GMP 2 - BID SET
D	09/23/2022	PERMIT SUBMITTAL
C	08/30/2022	95% DESIGN DEV REVIEW
B	05/16/2022	60% DD REVIEW
A	12/10/2021	DESIGN REVIEW SUBMITTAL
MARK DATE DESCRIPTION		
ISSUE INFORMATION		

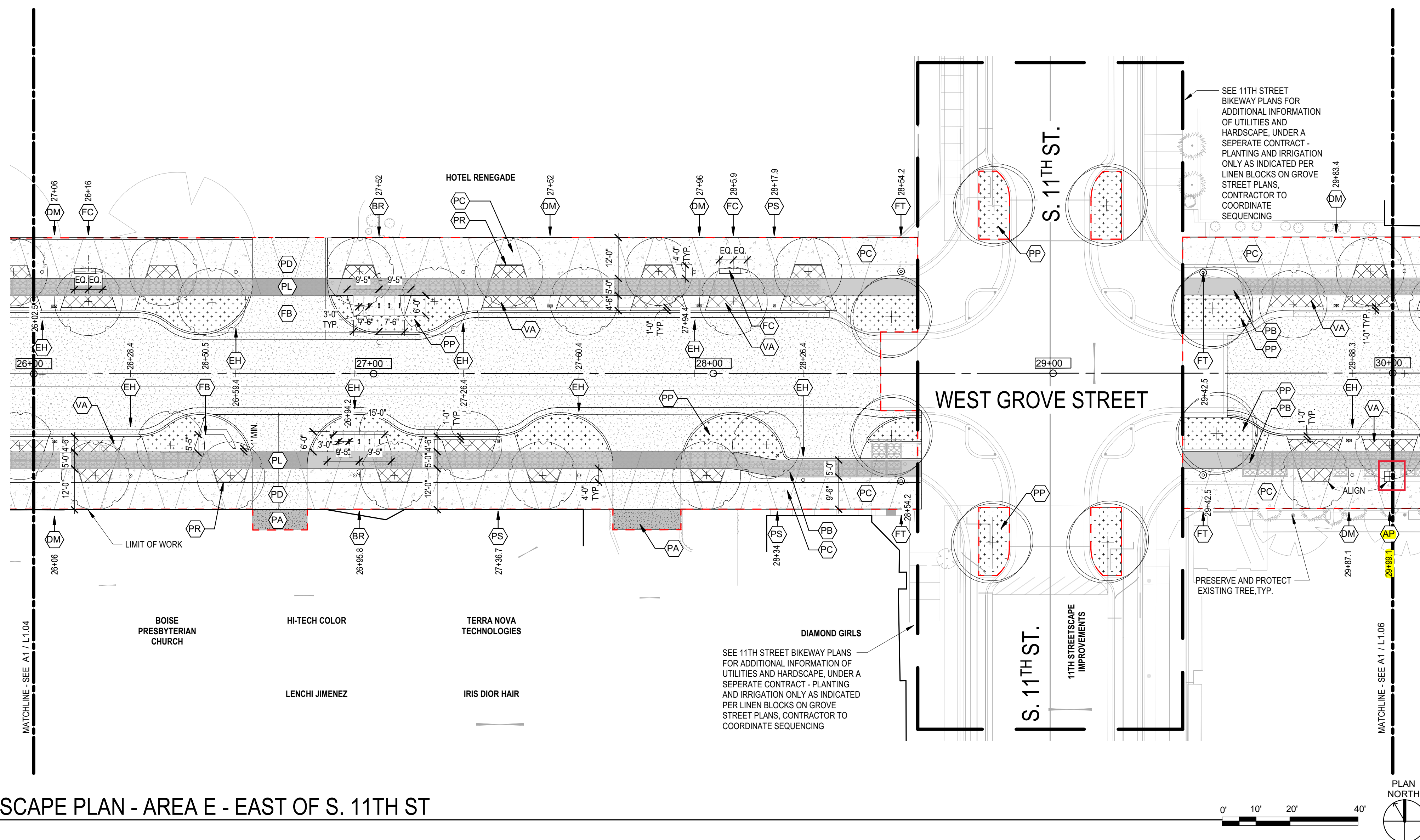
PROJECT NO.: **2021031.01**
GGLO PRINCIPAL IN CHARGE: **Mark Sindell**
GGLO PROJECT MANAGER: **James Greene**
OWNER APPROVAL:

SHEET TITLE
LANDSCAPE PLAN - AREA D - S. 13TH ST + S. 12TH ST INTERSECTION

SHEET NO.
L1.04

COPYRIGHT GGLO, ALL RIGHTS RESERVED. ORIGINAL SHEET SIZE IS 42\"/>

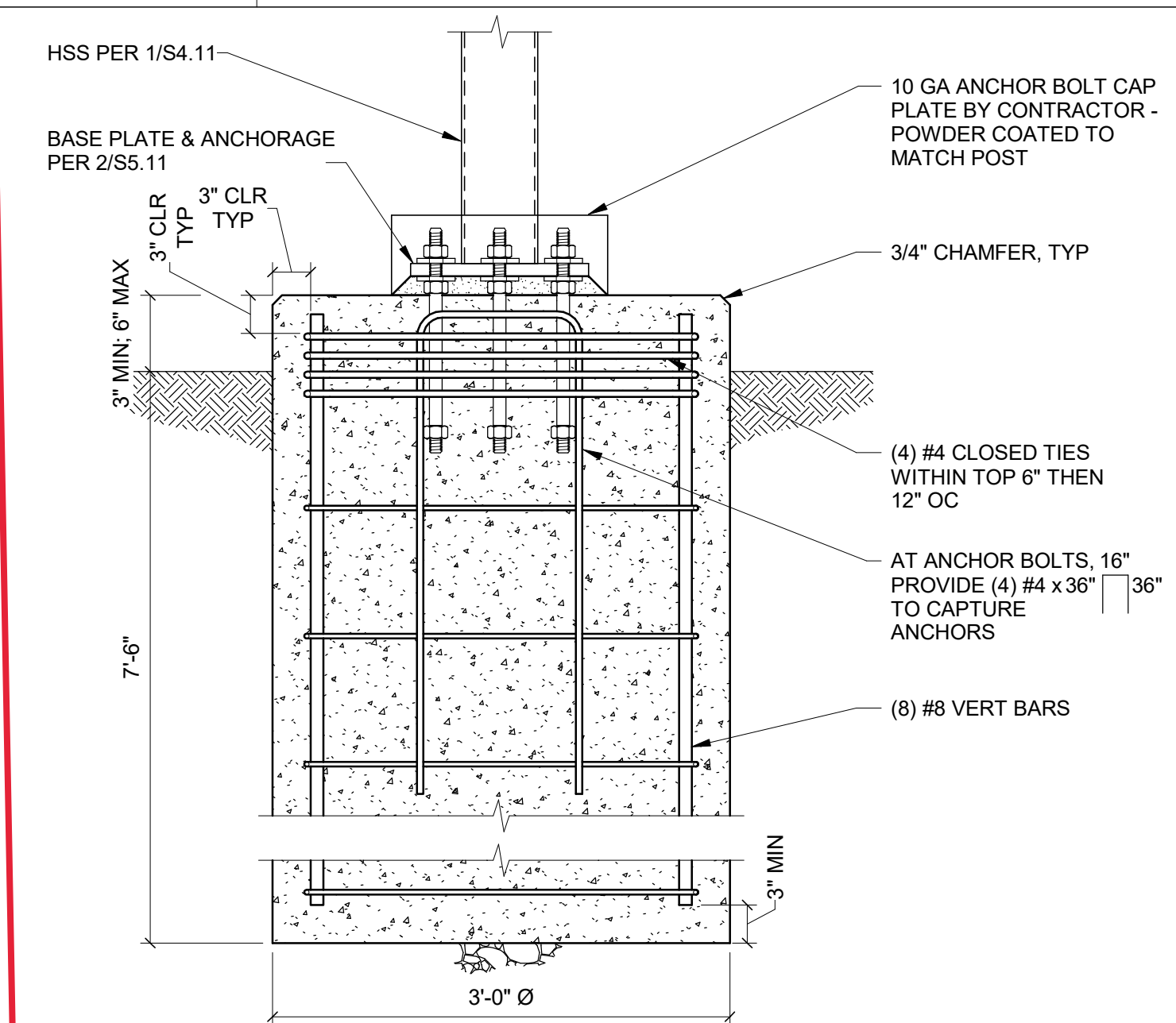
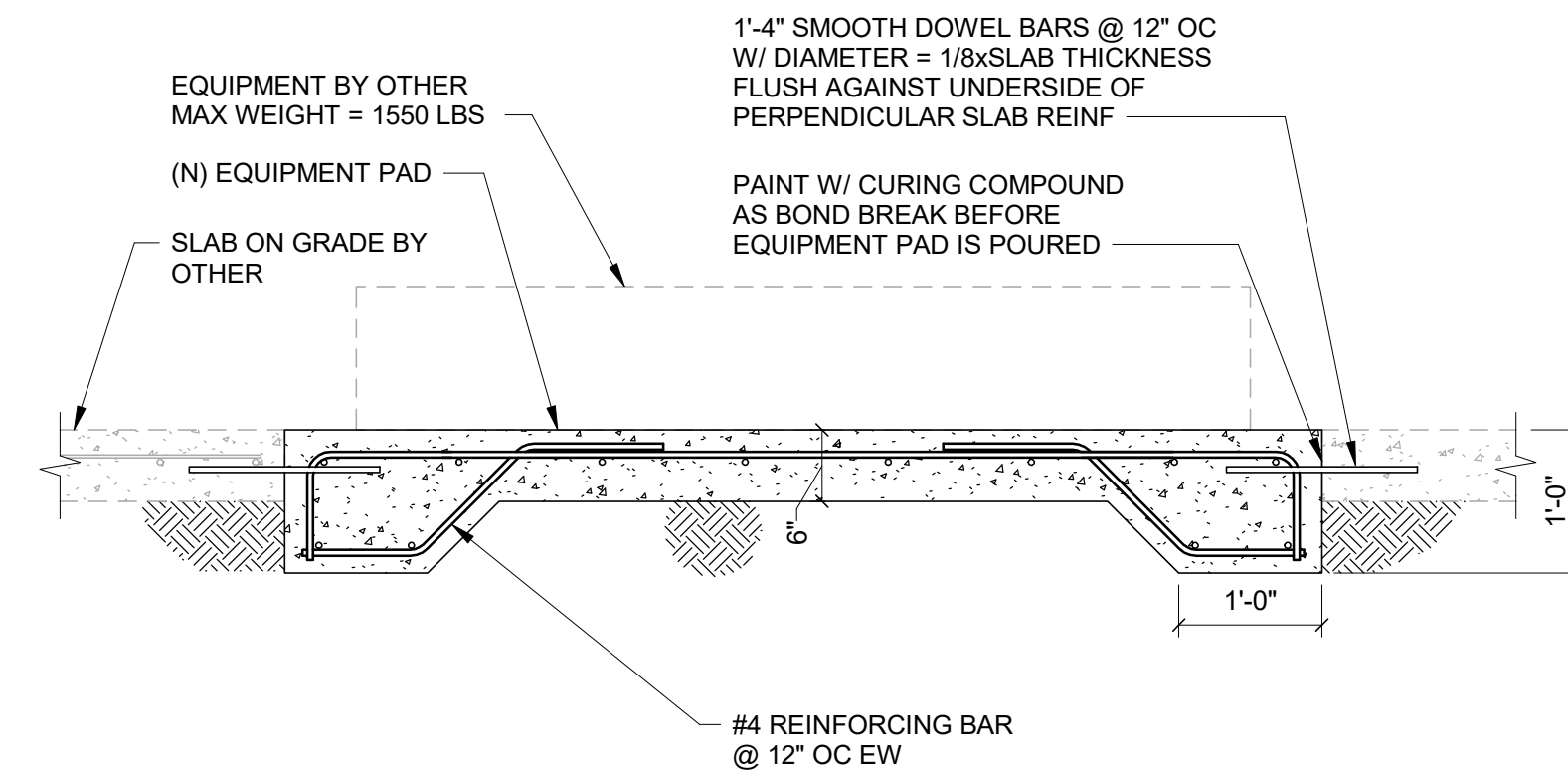
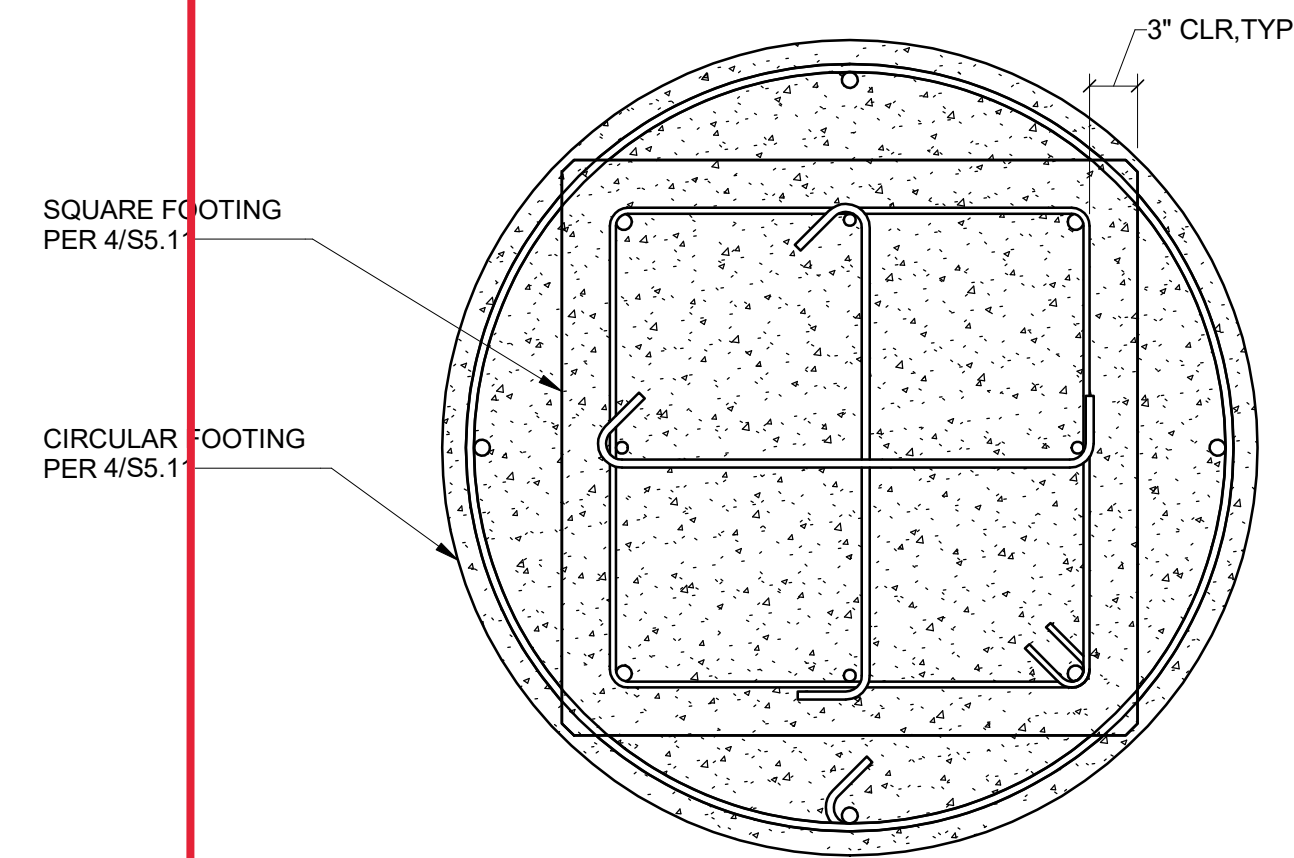
NOTE: DEEPROOT BARRIER (OR APPROVED EQUAL) THAT EXTENDS 18" BELOW THE SUBGRADE ON ALL SIDEWALKS AND 24" BELOW THE SUBGRADE ON CURB SIDE. SEE DETAIL.



APPROVAL STAMP

(A1) LANDSCAPE PLAN - AREA E - EAST OF S. 11TH ST
1" = 20'-0"

PLOT DATE/TIME 4/4/2023 10:32:52 AM

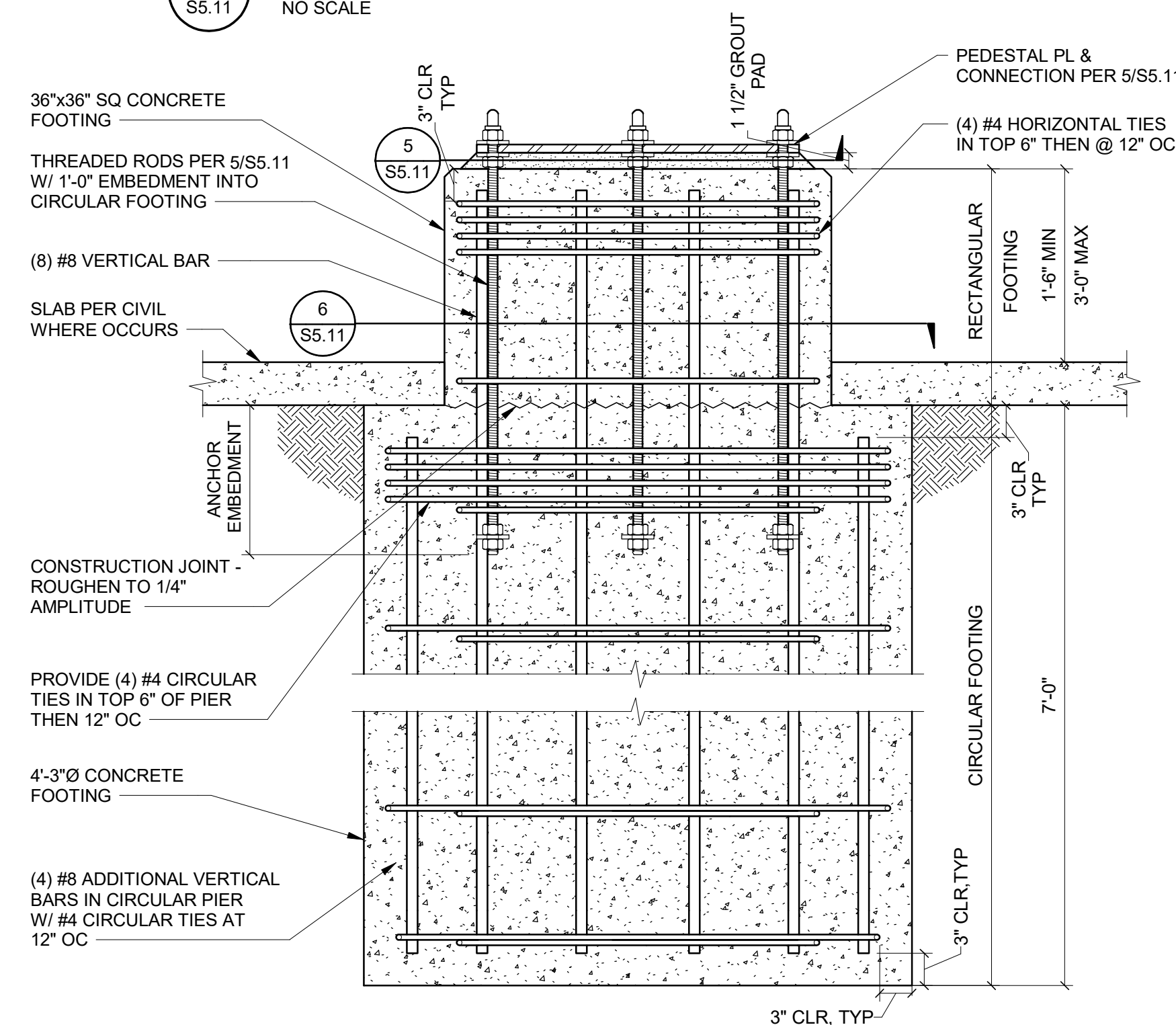


FOUNDATION PLAN

6
S5.11

BIKE TRIO MOUNTING PAD

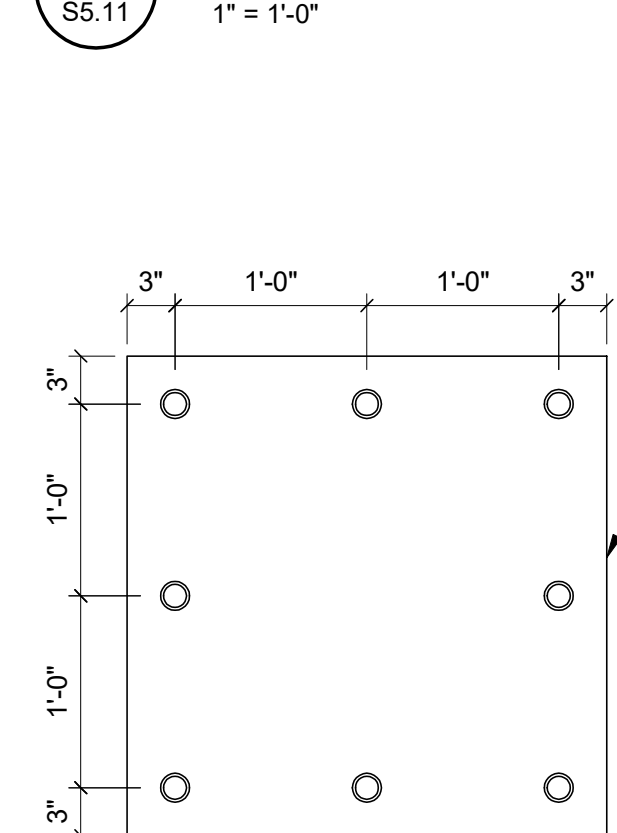
3
S5.11



NOTE:
EXPOSED STEEL TO BE STAINLESS STEEL

ART PORT FOOTING

4
S5.11



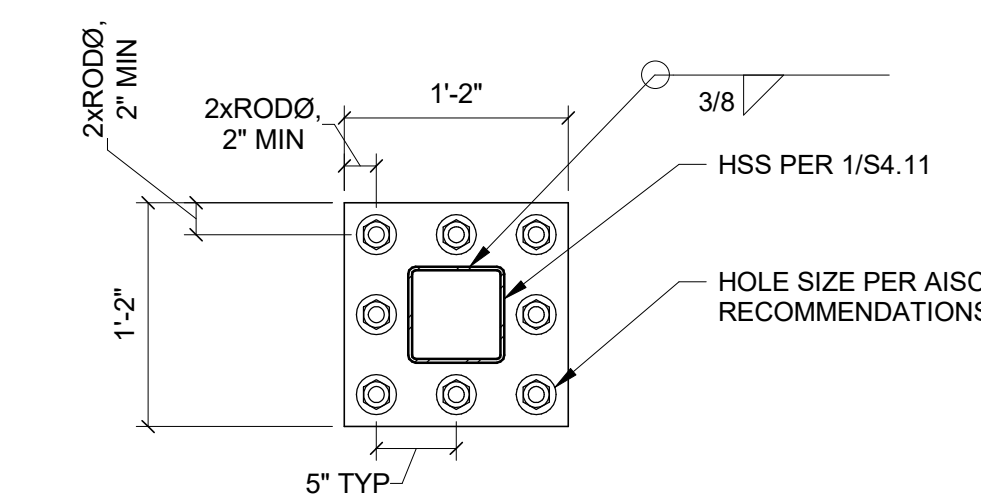
PLAN VIEW

NOTE:
1. EXPOSED STEEL TO BE STAINLESS STEEL

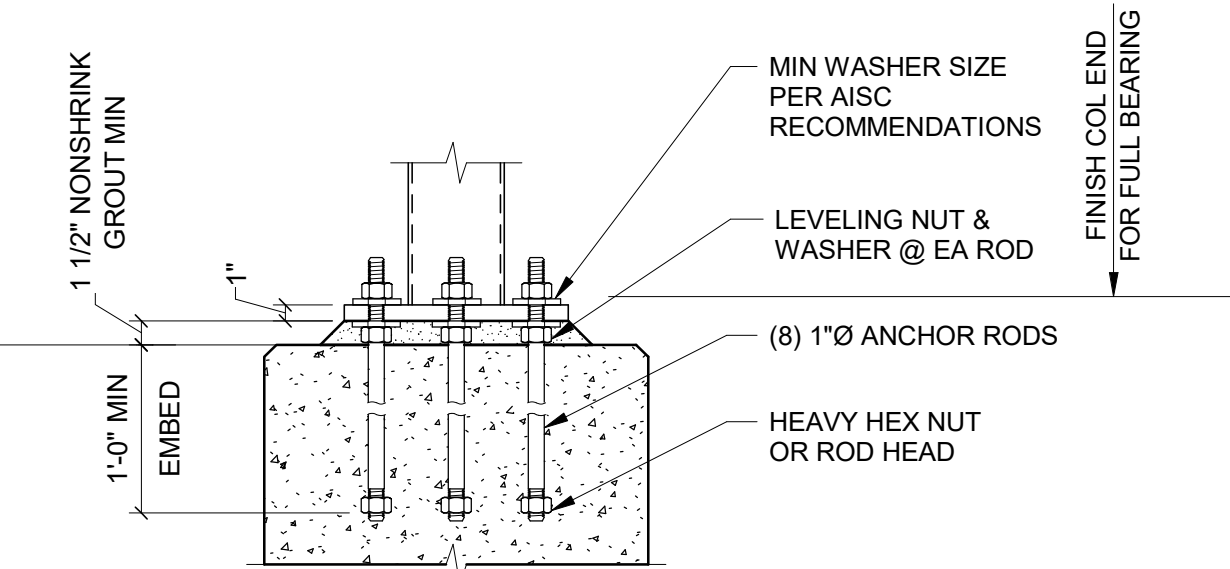
PEDESTAL CONNECTION

5 PED
S5.11 1" = 1'-0"

POLE FOOTING

$$1'' = 1' - 0$$


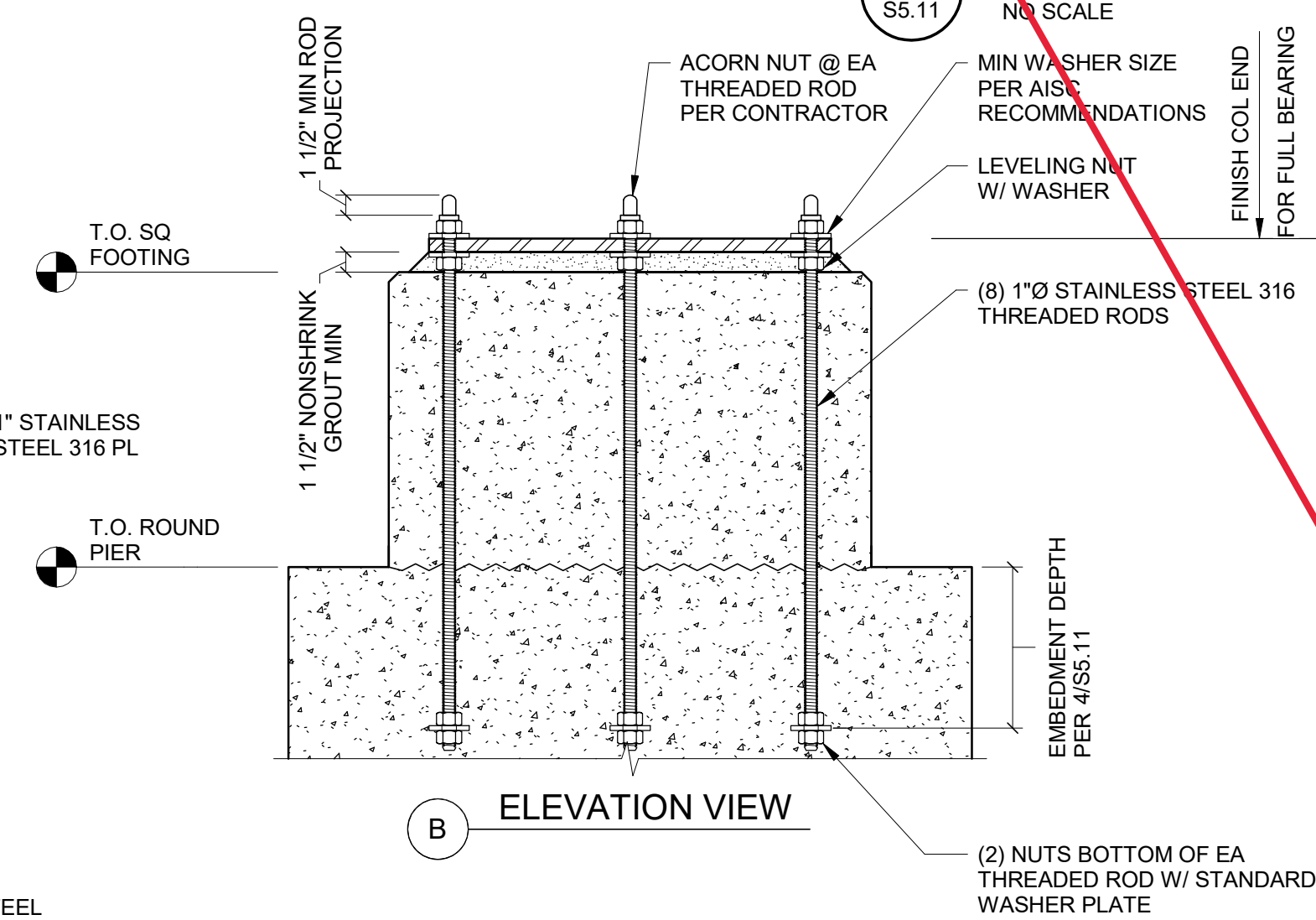
PLAN



NOTE:
1. EXPOSED STEEL TO BE GALVANIZED.
2. FOOTING REINFORCING NOT SHOWN FOR CLARITY. SEE 1/S5.11 FOR BALANCE OF INFORMATION.

COLUMN BASE PLATE TYPE

~~NO SCALE~~

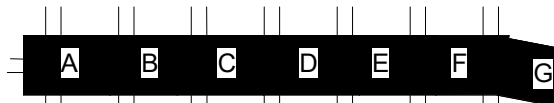


GGLO

SEATTLE | LOS ANGELES | BOISE
gglo.com

kpff

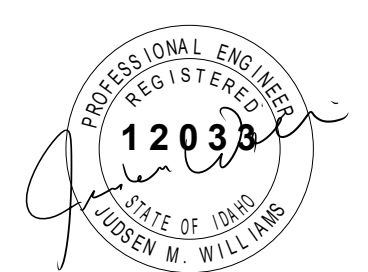
412 E. Parkcenter Blvd.
Suite 200
Boise, ID 83706
O:208.336.6985
www.kpff.com



KEY PLAN

PROJECT:

Linen Blocks on Grove Street



PROJECT ADDRESS:

**BETWEEN 9TH STREET & 16TH
STREET
WEST GROVE STREET
BOISE, ID 83702**

OWNER:

BOISE CAPITAL CITY DEVELOPMENT
CORPORATION

MARK	DATE	DESCRIPTION
REVISIONS		

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E	10/26/2022	GMP 2- BID SET
D	09/23/2022	PERMIT SUBMITTAL
C	08/30/2022	95% DESIGN DEV REVIEW
B	04/22/2022	60% DRAFT DD REVIEW
A	12/10/2021	DESIGN REVIEW SUBMITTAL

ISSUE INFORMATION

PROJECT NO.: **10212200066**

PRINCIPAL IN CHARGE: _____

PROJECT MANAGER: _____

OWNER APPROVAL: _____

SHEET TITLE

FOUNDATION DETAILS

SHEET NO.

S5.11

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ORIGINAL SHEET SIZE IS 24"x36"

PLOT DATE/TIME:10/28/2022 9:27:14 AM

D

C

B

A

www.cityofboise.org
tmarshall@cityofboise.org

P: 208-608-7526
F: 208-384-3905

JUNCTION BOXES

Effective May 18, 2017

Note: Junction boxes used at the service connections to Idaho Power must not have a metal lid.

SIDEWALK/ROADWAY AREA JUNCTION BOXES WITH STEEL LIDS

Manufacturer	Use Locations	Part Number
Idaho PrecastConcrete	Roadway, Driveway Sidewalk	S-40T ADA S-40T

SIDEWALK AREA JUNCTION BOXES POLYMER CONCRETE MATERIAL

(May be used for service connections to Idaho Power)

Manufacturer	Use Locations	Part Number
Carson Industries	Sidewalks	Type H1324-18
Hubbell Pwr System	Sidewalks	PG1324HA00

LANDSCAPE/GRASS AREA JUNCTION BOXES COMPOSITE MATERIAL

(May be used for service connections to Idaho Power)

Manufacturer	Use Locations	Part Number
Carson Industries	Landscape Area (9" Round) Landscape Area (19" x 14")	Carson 910-10-4BE Carson 1419-12-4BE

WIRE CONNECTORS FOR UNDERGROUND



1 In / 1 Out
2 Port
3 Port
4 Port
1 In / 2 out

Part Number
NSI ISPB2/0
NSI ISPB2/0-2
NSI ISPB2/0-3
NSI ISPB2/0-4
NSI ISPB2/0

HOMAC USL 30

www.cityofboise.org
tmarshall@cityofboise.org

P: 208-608-7526
F: 208-384-3905

APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING

January 2022

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products.

Part numbers listed for fixtures have the correct light color and the correct fixture color. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

HISTORICAL POLES and LIGHTS

Includes pole, capitol adapter (if applicable), Weatherproof duplex GFCI outlet with TAYMAC bubble cover cat # MX52805 or equal, breakaway banner arm, lower eyelet 51" below banner arm, (4) stainless steel clips with (4) stainless steel screws, and custom hand hole cover with Boise City logo. Historic light poles are exempt from the LED wattage labeling requirement. Light pole and all components shall be RAL 6009 color. **Ten-year fixture warranty required.** All poles will be elevated more than 1" from the ground and they will be grouted.

HISTORIC LIGHT POLES, FIXTURES, and GLOBES

Manufacturer	Holophane	Complete Pole *	Part Number
		Holophane LED Globe, Fixture, Modern base *	GVD3 P20 50K AS M RAL6009 5 NNU RFD256665 5245 Lumens 39 watts 134 lpw
		Pole*	HB120 12-6 L/ABP07CLD107811- RXXXV SXXXV EXXXV RFD236759
		Banner Arm*	BAB 25B4 DGRG RFD236759
		Eyebolt*	EBBDGRG RFD236759
		Receptacle*	FGIUS-SDGRG RFD236759
		Holophane Globe only	Granville GV5N Glass

LIGHTING FIXTURE SCHEDULE (21-276)

TYPE	DESCRIPTION	MTG.	LAMPS	WATTS	MFG. & CATALOG NUMBER	OR EQUAL BY	NOTES
IG1	INGRADE UPLIGHT FOR ART INSTALLATIONS	FLUSH IN GRADE	LED 500LM 40K	10	HYDREL PDX-BSS-9LED-WHT30K-MVOLT-MFL-FCL-12S-TKO		
PL1	EXTERIOR POLE FIXTURE, HISTORIC	POLE MOUNTED +12'-0"	LED 5000LM 40K	56	SEE APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING AS SHOWN IN THE PLANS FOR HISTORIC POLES AND LIGHTS		
PL2	EXTERIOR POLE FIXTURE, ROADWAY LIGHT 30' POLE WITH 15' MAST ARM COBRA HEAD COLLECTOR STREET HEAD	POLE MOUNTED +30'-0"	LED 10260LM 40K	70W	SEE APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING AS SHOWN IN THE PLANS FOR ATERIAL AND COLLECTOR STREET POLES AND LIGHTS		

LIGHTING FIXTURE SCHEDULE NOTES:

tmarshall@cityofboise.org

P: 208-608-7526
F: 208-384-3905

APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING

Effective 7/1/2021

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of Boise and the City of Boise Area of Impact shall use these products or an approved equal. Contact the City of Boise Public Works Street Light Office at (208) 608-7526 to seek approval for products not listed below (approved equal).

Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

STANDARD LIGHT FIXTURES – COBRA HEAD ARTERIAL AND COLLECTOR STREETS

All lighting to meet ANSI C136.15-2011 For Field Wattage Identification and must have a label attached from an OSHA accredited Nationally Recognized Testing Lab.

The preferred photo cell is the DTL 124-1.5 STJ

All light fixtures shall be **warranted for 10 year period** from the date of installation

Class "B" – 9,500 to 11,500 Lumens 130 LPW minimum

	AUTOBAHN Series ATBO	10,260 lm 70 w 148 lpw	ATBO P203 MVOLT R3 BK NL
	AUTOBAHN Series ATBM	11302 lm 81 w 140 lpw	ATBM P10 MVOLT R3 4B BK NL
	Cooper Streetworks Arch Medium	10367 lm 63w 164 lpw	ARCH-M-PA2-60-740-U-T3-BK-20K- PR- 10X
	Cooper Streetworks NVN NAVION	9699 lm 66 w 147 lpw	NVN SA2A 740 U T3 BK 20K PR 10X
	Leotek Green Cobra Midsize	10525 lm 65 w 162 lpw	GCM1 60J MV 40K 3R BK 105 WL LSSP2

www.cityofboise.org
tmarshall@cityofboise.org

P: 208-608-7526
F: 208-384-3905

ROADWAY LIGHT POLES



Description

30 foot black tapered steel pole base mount with a 15 foot minimum mast arm with a class "B" block fixture. Pole height is determined by overall fixture mounting height.

Foundation type "A" with minimum 1" J-bolts that are 36" in length. Base requirements as per drawing ISPMC SD-1109.

The installation shall meet the requirements of ISPMC drawings SD-1109, BC SD-1117, and BC SD-1127.

OPTIONAL ROADWAY LIGHT POLE



Description

30 to 40-foot black tapered steel pole with a class "B" block fixture.

Foundation type "B" with J-bolts that meet manufactures specifications in size and length. Base requirements as per drawing ISPMC SD-1109 usually "B" for 30 ft or "C" for 40 ft.

The installation shall meet the requirements of ISPMC drawings SD-1109, BC SD-1117, and BC SD-1127.

Valmont 30' Poles

Pole Type P-302

P302-BOISE-PP-BLACK-AB-
FBCS-HH
(height after first bend 19'4")

Pole Type P-307

P307-BOISE-PP-BLACK-AB-
FBCS-HH
(height after first bend 12'10")

Application

These light poles are for Arterials, Collector, and Local roads outside of a subdivision.

Approved Poles required by 01/01/2021

Valmont

DS32-R800A286-15S- FP- BK-SFBC-AB

KW

RTSE30-8.0-11-BLK-115PL-BC

Nova Pole

408-68-SRTA01-F3

Application

Under power lines or where other obstacles may get in the way. Minimum NEC overhead clearances apply and is the responsibility of the contractor. Manufactures of these type poles are KW or Valmont. These light poles are for arterials, collector, and local roads outside of a subdivision.

KW 30' Poles

Pole Type P-302

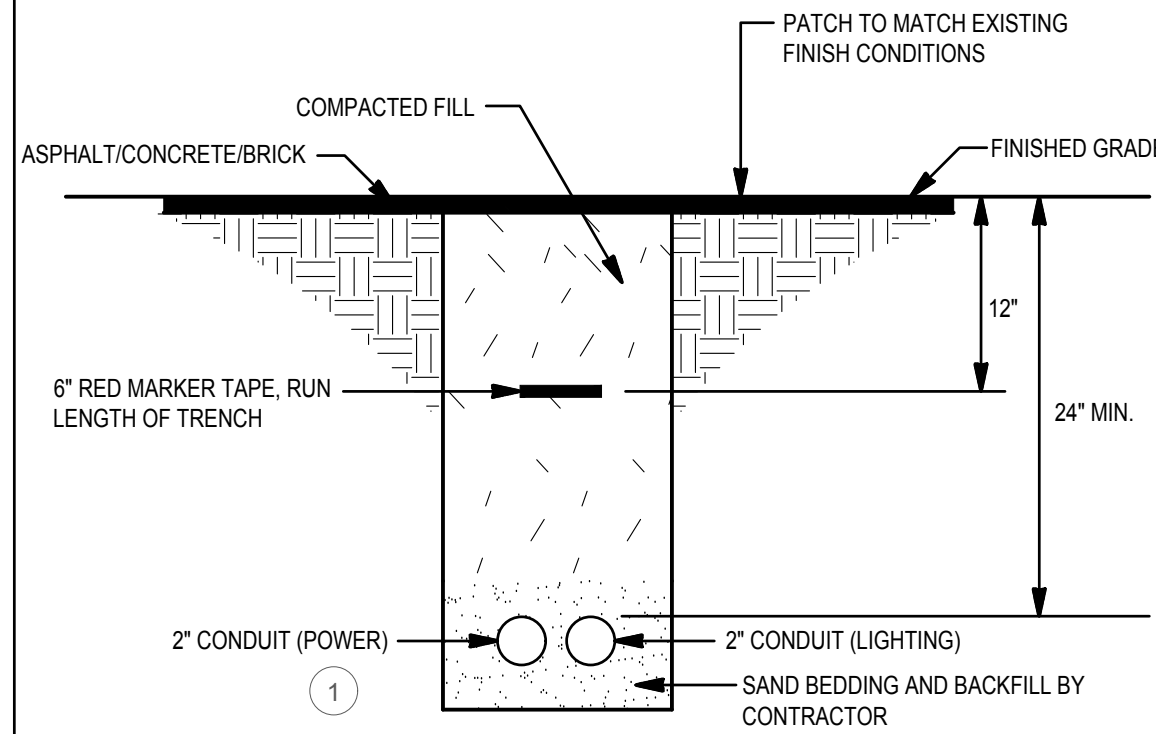
RTDP30-6.84-11-BLK-113DA S8P S8C
(height after first bend at 19'5")

Pole Type P-307

RTDP30-6.84-11-BLK-113.8DA S8P S8C
(height after first bend at 13'3")

Nova Pole

408-71-STRA01-F3

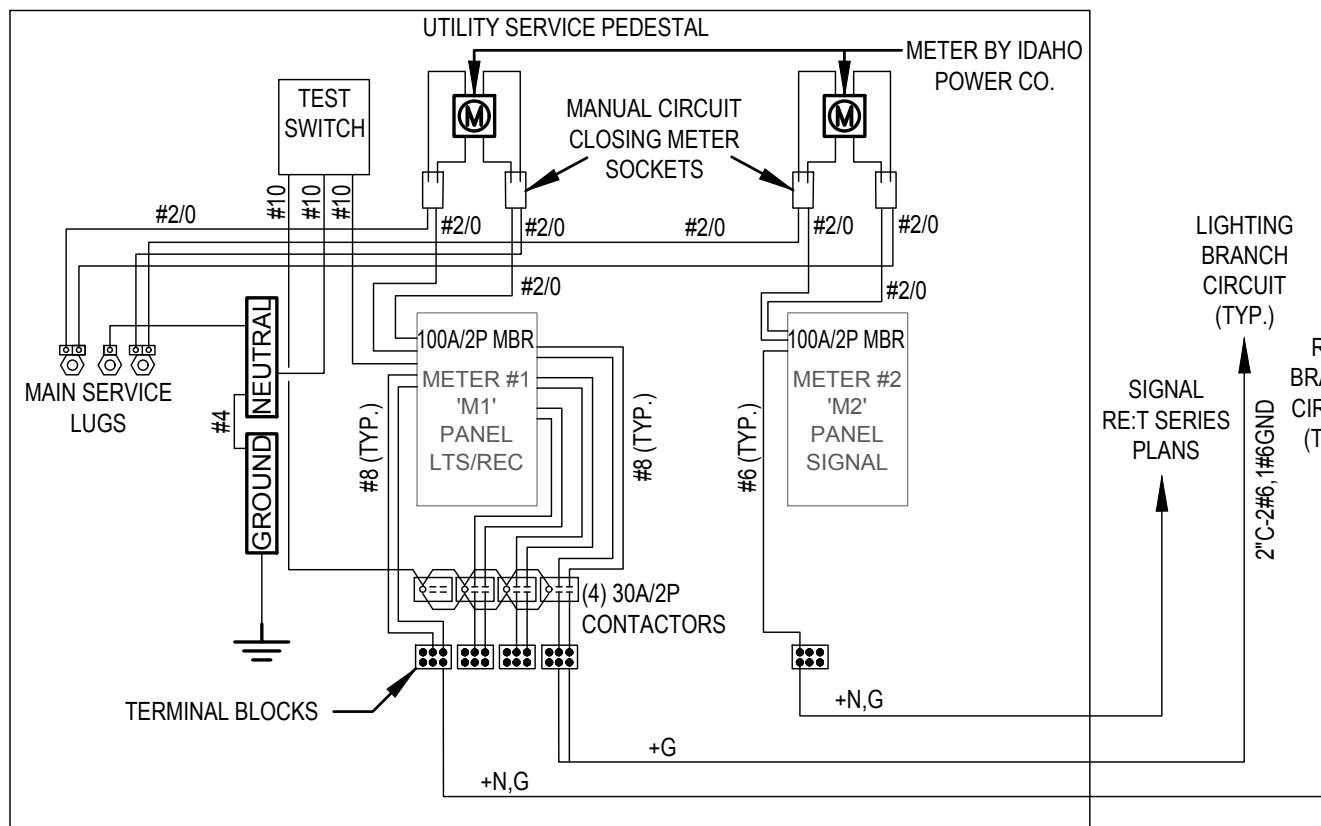


DETAIL NOTES:

- IF MULTIPLE CONDUITS SHARE TRENCH, PROVIDE SPACING BETWEEN CONDUITS. PROVIDE ZIP TIES, AND TIE ALL CONDUITS TOGETHER TO ENSURE STABILITY.

1 SITE TRENCHING DETAIL

NTS

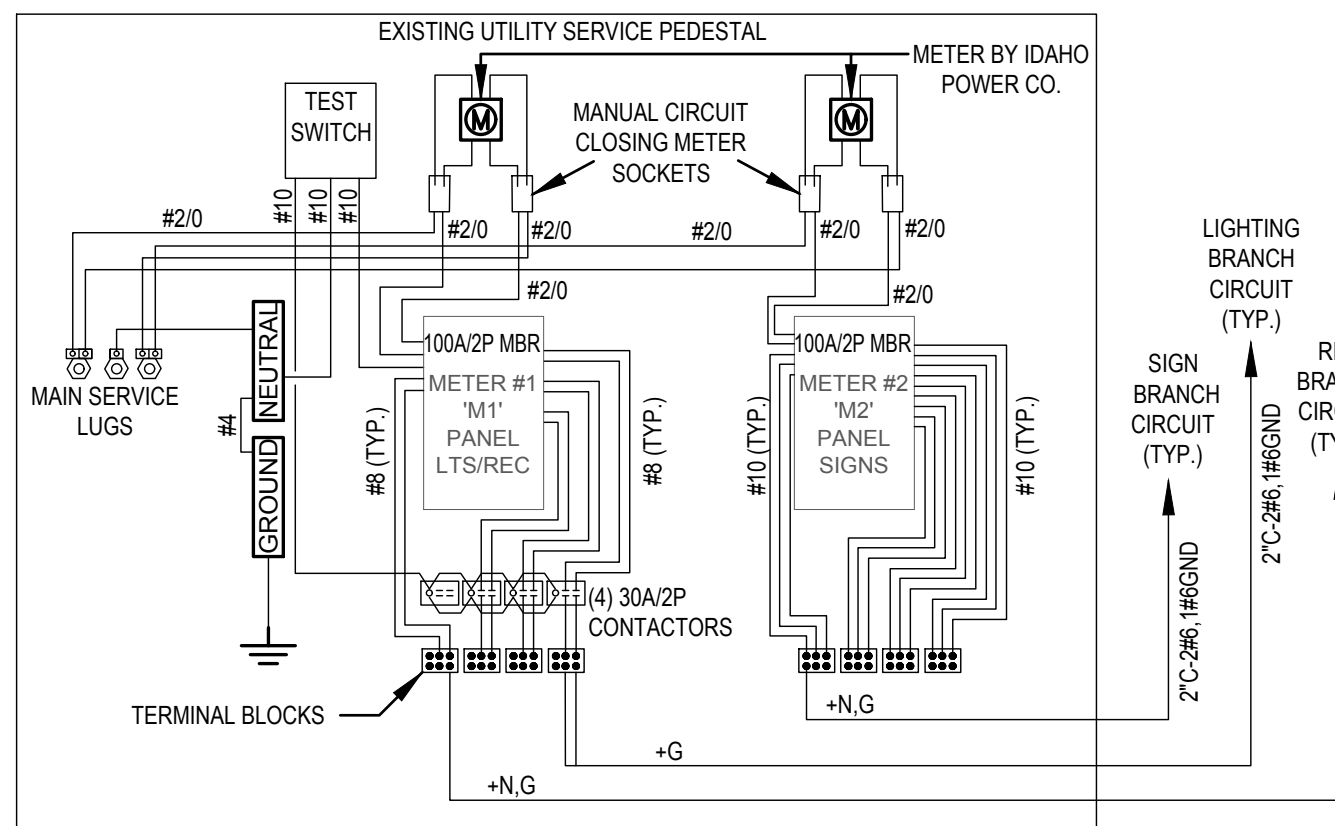


GENERAL NOTES:

- IDENTIFICATION LABELS ARE REQUIRED FOR BRANCH BREAKERS. LIGHTING BRANCH BREAKER LABELS TO READ: LIGHTING CIRCUIT NO. (SEE PLANS). POWER BRANCH BREAKER LABELS TO READ: POWER CIRCUIT NO. (SEE PLANS).
- SERVICE PEDESTAL TO BE NEMA TYPE '3R' FURNISHED WITH PADLOCK HASP.
- DEAD FRONT CONSTRUCTION IS REQUIRED ON ALL CABINETS.
- PLUG-IN TYPE BREAKER TO BE USED ON "B" SERVICES. MAIN BREAKERS TO BE BOLT RETAINED.
- TERMINAL BLOCKS SHALL BE PRESSURE TYPE, AS REQUIRED FOR #8 THROUGH #2 AWG WIRE.
- ALL SERVICES TO BE UL LABELED FOR MAXIMUM 200 AMP BUS RATING AND "APPROVED FOR SERVICE ENTRANCE EQUIPMENT."
- THE MAIN BREAKER LABEL TO BE MADE OF RED ON WHITE PLASTIC LAMINATE. THE BRANCH BREAKER LABELS TO BE MADE OF BLACK ON WHITE PLASTIC LAMINATE. THE LEGENDS TO BE ENGRAVED INTO THE STRIP SO AS TO PROVIDE WHITE LEGENDS ON THE REQUIRED BACKGROUND. THE LABELS TO BE PERMANENTLY ATTACHED TO THE DEAD FRONT, NEXT TO THE CORRESPONDING BREAKERS.
- BRANCH CIRCUIT BREAKERS, BRANCH CIRCUIT WIRE, AND PHOTOELECTRIC CONTROL TO BE SUPPLIED BY THE CONTRACTOR. REFER TO PLANS AND SCHEDULES FOR BRANCH CIRCUIT QUANTITIES.
- ALL BUSSING TO BE 200 AMP RATED.
- WIRING TO BE THWN/MTW 600V 90°C RATED

2 METERED UTILITY PEDESTAL DETAIL AT SIGNAL CAB

NTS



GENERAL NOTES:

- IDENTIFICATION LABELS ARE REQUIRED FOR BRANCH BREAKERS. LIGHTING BRANCH BREAKER LABELS TO READ: LIGHTING CIRCUIT NO. (SEE PLANS). POWER BRANCH BREAKER LABELS TO READ: POWER CIRCUIT NO. (SEE PLANS).
- SERVICE PEDESTAL TO BE NEMA TYPE '3R' FURNISHED WITH PADLOCK HASP.
- DEAD FRONT CONSTRUCTION IS REQUIRED ON ALL CABINETS.
- PLUG-IN TYPE BREAKER TO BE USED ON "B" SERVICES. MAIN BREAKERS TO BE BOLT RETAINED.
- TERMINAL BLOCKS SHALL BE PRESSURE TYPE, AS REQUIRED FOR #8 THROUGH #2 AWG WIRE.
- ALL SERVICES TO BE UL LABELED FOR MAXIMUM 200 AMP BUS RATING AND "APPROVED FOR SERVICE ENTRANCE EQUIPMENT."
- THE MAIN BREAKER LABEL TO BE MADE OF RED ON WHITE PLASTIC LAMINATE. THE BRANCH BREAKER LABELS TO BE MADE OF BLACK ON WHITE PLASTIC LAMINATE. THE LEGENDS TO BE ENGRAVED INTO THE STRIP SO AS TO PROVIDE WHITE LEGENDS ON THE REQUIRED BACKGROUND. THE LABELS TO BE PERMANENTLY ATTACHED TO THE DEAD FRONT, NEXT TO THE CORRESPONDING BREAKERS.
- BRANCH CIRCUIT BREAKERS, BRANCH CIRCUIT WIRE, AND PHOTOELECTRIC CONTROL TO BE SUPPLIED BY THE CONTRACTOR. REFER TO PLANS AND SCHEDULES FOR BRANCH CIRCUIT QUANTITIES.
- ALL BUSSING TO BE 200 AMP RATED.
- WIRING TO BE THWN/MTW 600V 90°C RATED

3 METERED UTILITY PEDESTAL DETAIL NO SIGNAL CAB

NTS

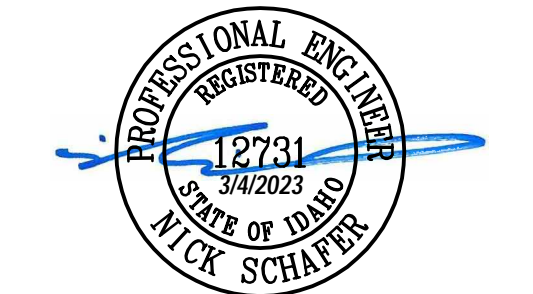
100% DESIGN SUBMITTAL - 04/04/2023

D



PROJECT:

Linen Blocks on Grove St



PROJECT ADDRESS:

BETWEEN 9TH STREET & 16TH
STREET
WEST GROVE STREET
BOISE, ID 83702

OWNER:

BOISE CAPITAL CITY DEVELOPMENT
CORPORATION
121 N 9th St
#501
Boise, ID 83702

B

REVISIONS

MARK	DATE	DESCRIPTION
J	04/04/2023	100% DESIGN SUBMITTAL
H	03/06/2023	99% DESIGN DEV REVIEW
G	02/03/2023	STORM DRAIN APPROVAL SET
F	12/06/2022	GMP 2 - BID SET
E	10/28/2022	GMP 2 - BID SET
D	09/23/2022	PERMIT SUBMITTAL
C	08/30/2022	95% DESIGN DEV REVIEW
B	05/16/2022	60% DD REVIEW
A	12/10/2021	DESIGN REVIEW SUBMITTAL
MARK	DATE	DESCRIPTION

ISSUE INFORMATION

PROJECT NO.: **2021031.01**
DRAWN BY:
CHECKED BY:

SHEET TITLE

APPROVED EQUIPMENT DETAILS

SHEET NO.

EG-2

SYMBOL USED FOR NOTE CALLOUT.

-
- A diagram of a chromosome represented as a horizontal bar. It is divided into seven segments labeled A, B, C, D, E, F, and G from left to right. Segment B is shaded black, indicating a deletion. The chromosome has vertical lines representing centromeres and telomeres. The right end of the chromosome is broken, indicated by a jagged line.

PROJECT:

OWNER:

REVISIONS

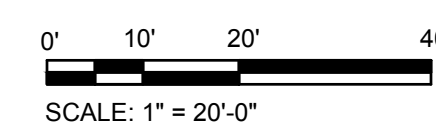
ISSUE INFORMATION

SHEET TITLE

SHEET NO.

E2.2

COPYRIGHT GGLO. ALL RIGHTS RESERVED.
ORIGINAL SHEET SIZE IS 24"x36"



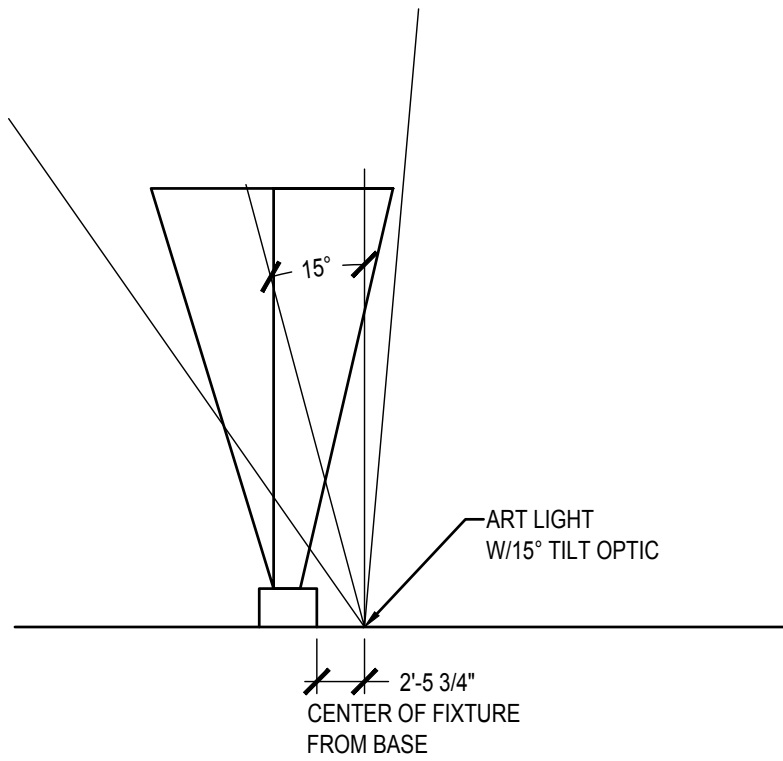
PLAN
NORTH



APPROVAL STAMP

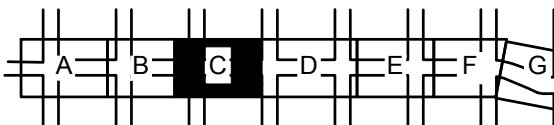
PHASE 2

ART LIGHT MOUNTING DIMENSIONAL DIAGRAM



KEYED NOTES:

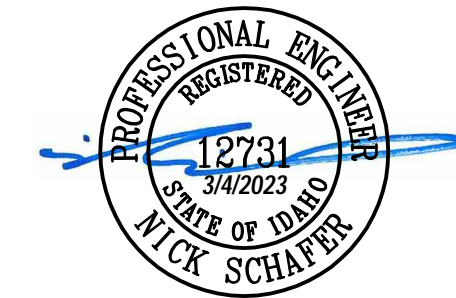
- # SYMBOL USED FOR NOTE CALLOUT.
- PROVIDE PULL BOX ADJACENT TO THE NEW LIGHT POLE. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
 - INSTALL RECEPTACLE ON POLE. REFER TO DETAIL DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7.
 - PROVIDE AND INSTALL NEW LIGHT FIXTURE, POLE AND RECEPTACLE ON NEW BASE. REFER TO REFERENCED STANDARDS, SPECIFICATIONS AND DETAILS.
 - (2)2" CONDUITS FOR LIGHTING POWER AND RECEPTACLE POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.
 - PROVIDE PULL BOX FOR STREET LIGHTING AND RECEPTACLE CIRCUITS. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER. INTERCEPT THE EXISTING CIRCUITS LEFT FROM THE REMOVAL OF THE EXISTING SERVICE CABINET AT THIS LOCATION AND CONNECT TO THE NEW SERVICE CABINET ON 13TH STREET.
 - PROVIDE PULL BOX FOR STREET LIGHTING AND RECEPTACLE CIRCUITS. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
 - TO EXISTING CIRCUIT LOCATED ON THIS SIDE OF THE STREET. RECONNECT THE NEW FIXTURE TO THE SAME POWER AND LIGHTING CIRCUIT USED BY THE REMOVED FIXTURE NEAR THIS LOCATION.
 - NOT USED.
 - ART PORT PEDESTAL. REFER TO DETAILS ON LANDSCAPE PLANS FOR FULL REQUIREMENTS. COORDINATE LOCATION OF IN GRADE LIGHTS WITH BASE STRUCTURE. INSTALL LIGHTS AT GRADE CENTERED ON EACH SIDE SHOWN. 30" FROM THE BASE. INSTALL 15 DEGREE TILT LENS OPTION.
 - PROVIDE PULL BOX ADJACENT TO BASE OF THE THE ART PORT PEDESTAL. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.



KEY PLAN

PROJECT:

Linen Blocks on Grove St



PROJECT ADDRESS:

BETWEEN 9TH STREET & 16TH STREET
WEST GROVE STREET
BOISE, ID 83702

OWNER:

BOISE CAPITAL CITY DEVELOPMENT CORPORATION
121 N 9th St
#501
Boise, ID 83702

REVISIONS

J	04/04/2023	100% DESIGN SUBMITTAL
H	03/06/2023	99% DESIGN DEV REVIEW
G	02/03/2023	STORM DRAIN APPROVAL SET
F	12/06/2022	GMP 2 - BID SET
E	10/28/2022	GMP 2 - BID SET
D	09/23/2022	PERMIT SUBMITTAL
C	08/30/2022	95% DESIGN DEV REVIEW
B	05/16/2022	60% DD REVIEW
A	12/10/2021	DESIGN REVIEW SUBMITTAL
MARK	DATE	DESCRIPTION
ISSUE INFORMATION		

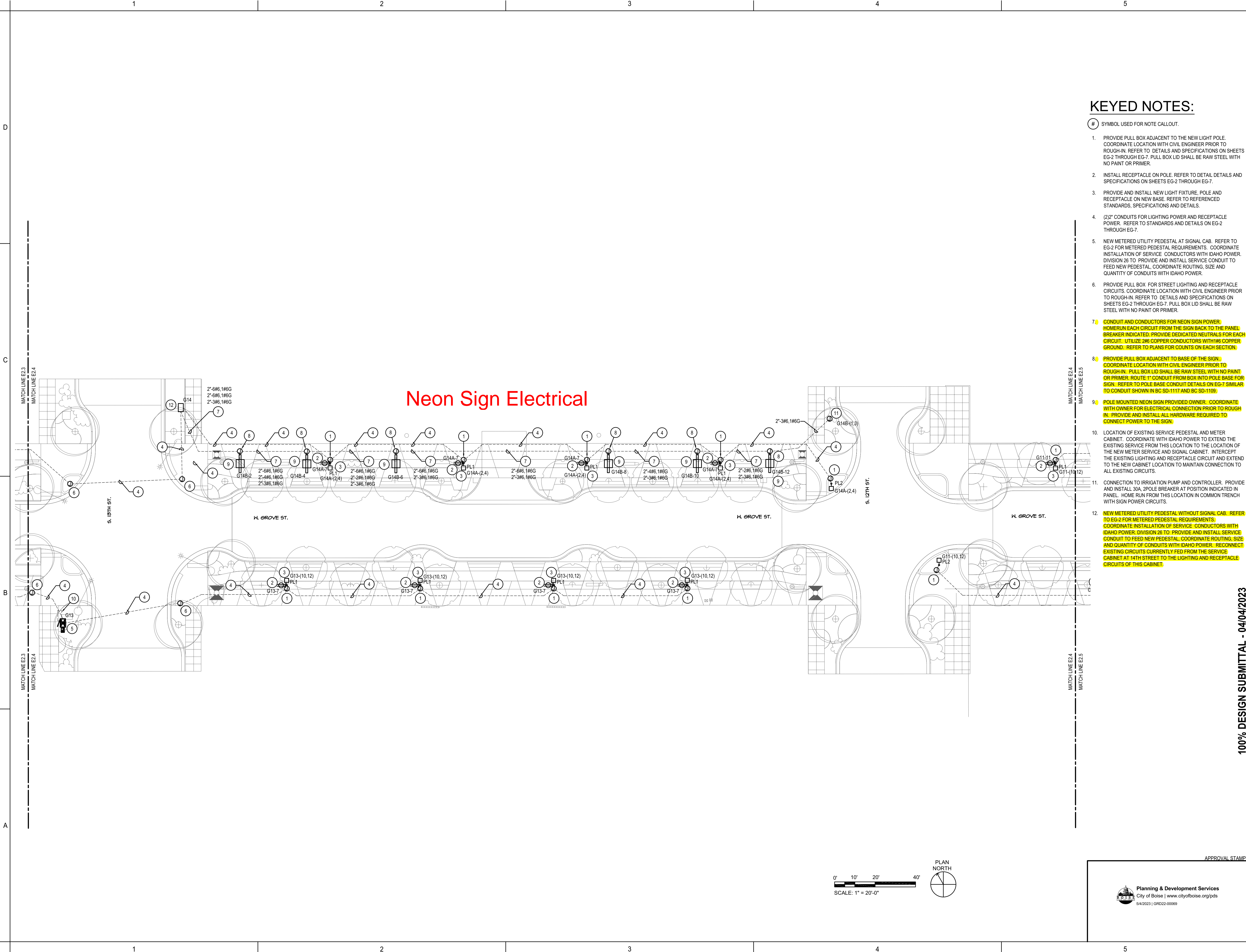
PROJECT NO.: 2021031.01
DRAWN BY:
CHECKED BY:

SHEET TITLE

ELECTRICAL PLAN

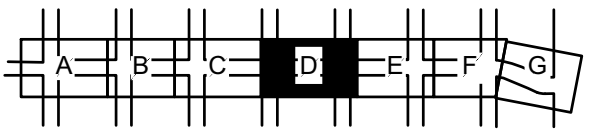
SHEET NO.

E2.3



KEYED NOTES:

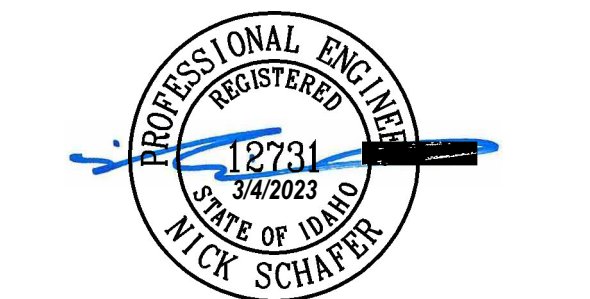
- # SYMBOL USED FOR NOTE CALLOUT.
1. PROVIDE PULL BOX ADJACENT TO THE NEW LIGHT POLE. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
 2. INSTALL RECEPTACLE ON POLE. REFER TO DETAIL DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7.
 3. PROVIDE AND INSTALL NEW LIGHT FIXTURE. POLE AND RECEPTACLE ON NEW BASE. REFER TO REFERENCED STANDARDS, SPECIFICATIONS AND DETAILS.
 4. (2)2" CONDUITS FOR LIGHTING POWER AND RECEPTACLE POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.
 5. NEW METERED UTILITY PEDESTAL AT SIGNAL CAB. REFER TO EG-2 FOR METERED PEDESTAL REQUIREMENTS. COORDINATE INSTALLATION OF SERVICE CONDUCTORS WITH IDAHO POWER. DIVISION 26 TO PROVIDE AND INSTALL SERVICE CONDUIT TO FEED NEW PEDESTAL. COORDINATE ROUTING, SIZE AND QUANTITY OF CONDUITS WITH IDAHO POWER.
 6. PROVIDE PULL BOX FOR STREET LIGHTING AND RECEPTACLE CIRCUITS. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
 7. CONDUIT AND CONDUCTORS FOR NEON SIGN POWER. HOMERUN EACH CIRCUIT FROM THE SIGN BACK TO THE PANEL BREAKER INDICATED. PROVIDE DEDICATED NEUTRALS FOR EACH CIRCUIT. UTILIZE 2#6 COPPER CONDUCTORS WITH #6 COPPER GROUND. REFER TO PLANS FOR COUNTS ON EACH SECTION.
 8. PROVIDE PULL BOX ADJACENT TO BASE OF THE SIGN. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER. ROUTE 1" CONDUIT FROM BOX INTO POLE BASE FOR SIGN. REFER TO POLE BASE CONDUIT DETAILS ON EG-7 SIMILAR TO CONDUIT SHOWN IN BC SD-1117 AND BC SD-1109.
 9. POLE MOUNTED NEON SIGN PROVIDED OWNER. COORDINATE WITH OWNER FOR ELECTRICAL CONNECTION PRIOR TO ROUGH-IN. PROVIDE AND INSTALL ALL HARDWARE REQUIRED TO CONNECT POWER TO THE SIGN.
 10. LOCATION OF EXISTING SERVICE PEDESTAL AND METER CABINET. COORDINATE WITH IDAHO POWER TO EXTEND THE EXISTING SERVICE FROM THIS LOCATION TO THE LOCATION OF THE NEW METER SERVICE AND SIGNAL CABINET. INTERCEPT THE EXISTING LIGHTING AND RECEPTACLE CIRCUIT AND EXTEND TO THE NEW CABINET LOCATION TO MAINTAIN CONNECTION TO ALL EXISTING CIRCUITS.
 11. CONNECTION TO IRRIGATION PUMP AND CONTROLLER. PROVIDE AND INSTALL 30A 2POLE BREAKER AT POSITION INDICATED IN PANEL. HOME RUN FROM THIS LOCATION IN COMMON TRENCH WITH SIGN POWER CIRCUITS.
 12. NEW METERED UTILITY PEDESTAL WITHOUT SIGNAL CAB. REFER TO EG-2 FOR METERED PEDESTAL REQUIREMENTS. COORDINATE INSTALLATION OF SERVICE CONDUCTORS WITH IDAHO POWER. DIVISION 26 TO PROVIDE AND INSTALL SERVICE CONDUIT TO FEED NEW PEDESTAL. COORDINATE ROUTING, SIZE AND QUANTITY OF CONDUITS WITH IDAHO POWER. RECONNECT EXISTING CIRCUITS CURRENTLY FED FROM THE SERVICE CABINET AT 14TH STREET TO THE LIGHTING AND RECEPTACLE CIRCUITS OF THIS CABINET.



KEY PLAN

PROJECT:

Linen Blocks on Grove St



PROJECT ADDRESS:

BETWEEN 9TH STREET & 16TH STREET
WEST GROVE STREET
BOISE, ID 83702

OWNER:

BOISE CAPITAL CITY DEVELOPMENT CORPORATION
121 N 9th St
#501
Boise, ID 83702

1	12/15/2022	BID ADDENDUM 1
MARK	DATE	DESCRIPTION
REVISIONS		

J	04/04/2023	100% DESIGN SUBMITTAL
H	03/06/2023	99% DESIGN DEV REVIEW
G	02/03/2023	STORM DRAIN APPROVAL SET
F	12/06/2022	GMP 2 - BID SET
E	10/28/2022	GMP 2 - BID SET
D	09/23/2022	PERMIT SUBMITTAL
C	08/30/2022	95% DESIGN DEV REVIEW
B	05/16/2022	60% DD REVIEW
A	12/10/2021	DESIGN REVIEW SUBMITTAL
MARK	DATE	DESCRIPTION
ISSUE INFORMATION		

PROJECT NO.: 2021031.01
DRAWN BY:
CHECKED BY:

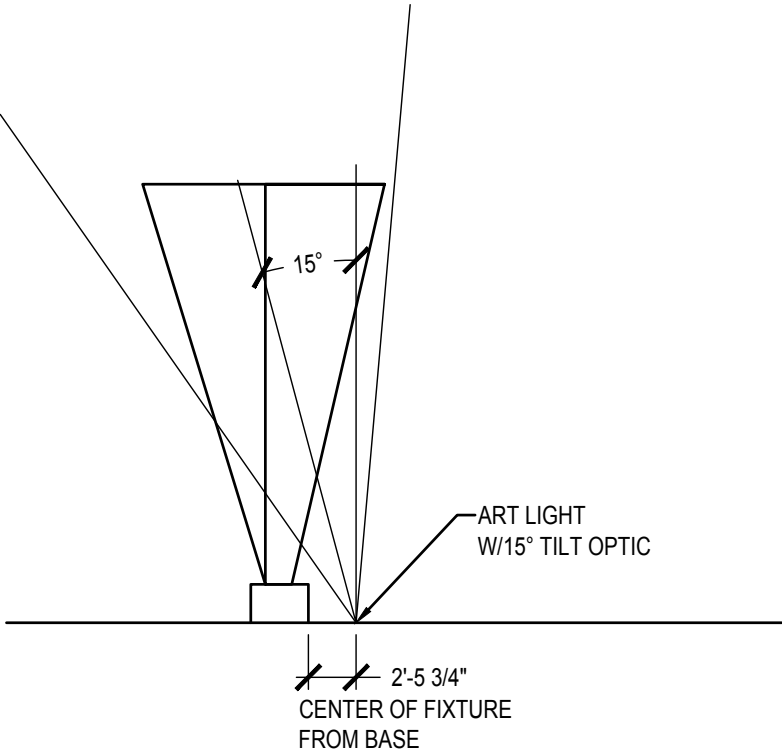
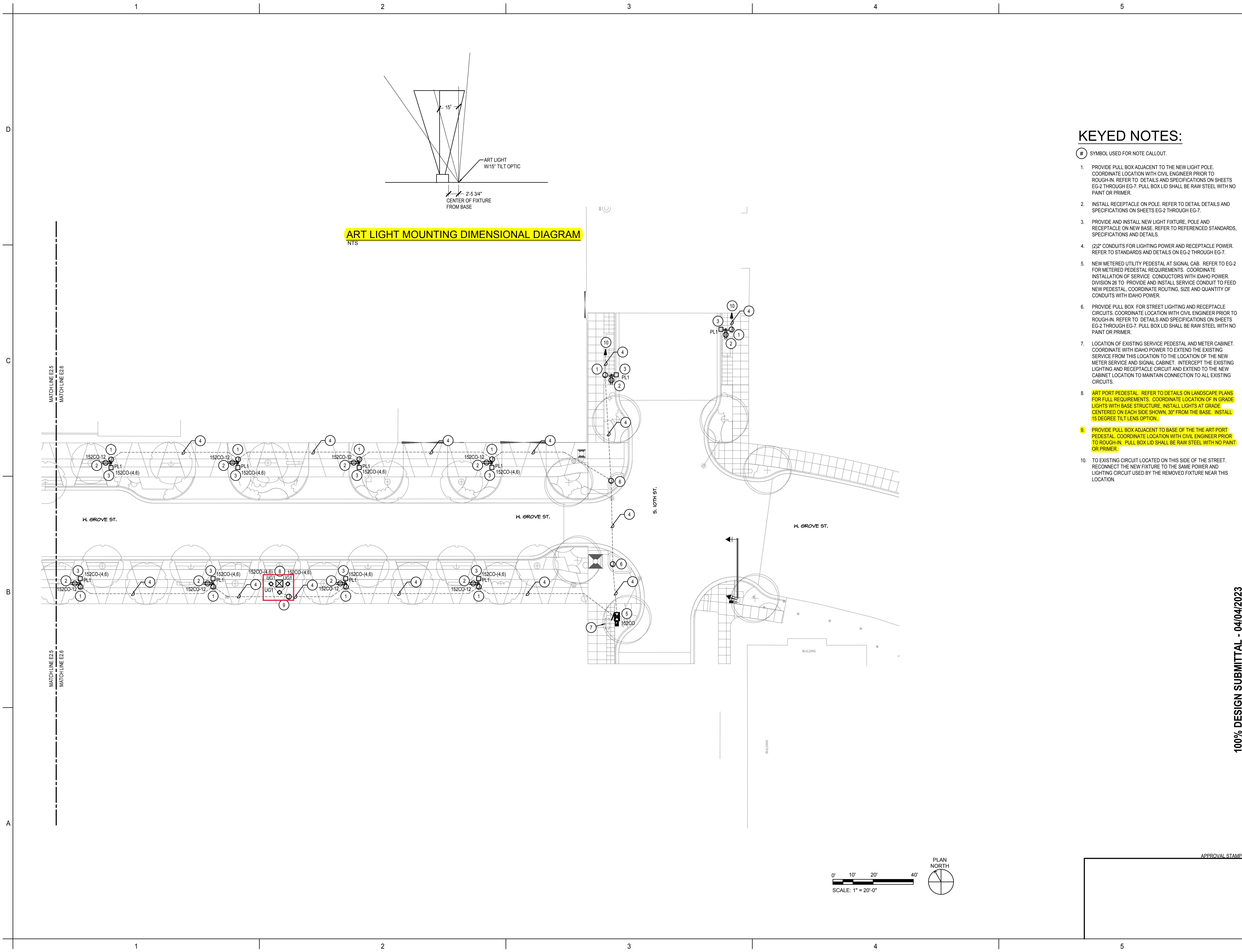
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ELECTRICAL PLAN

SHEET NO.

E2.4

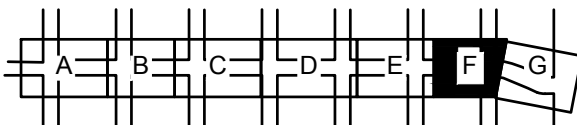
COPYRIGHT GGLO, ALL RIGHTS RESERVED. ORIGINAL SHEET SIZE IS 36"X48"



ART LIGHT MOUNTING DIMENSIONAL DIAGRAM
NTS

KEYED NOTES:

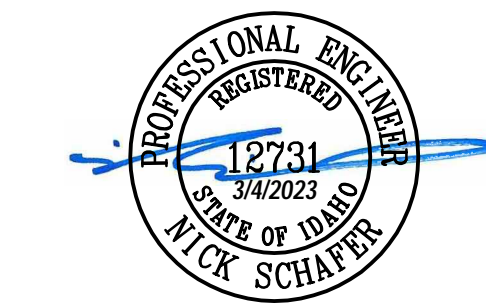
- # SYMBOL USED FOR NOTE CALLOUT.
1. PROVIDE PULL BOX ADJACENT TO THE NEW LIGHT POLE. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
 2. INSTALL RECEPTACLE ON POLE. REFER TO DETAIL DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7.
 3. PROVIDE AND INSTALL NEW LIGHT FIXTURE, POLE AND RECEPTACLE ON NEW BASE. REFER TO REFERENCED STANDARDS, SPECIFICATIONS AND DETAILS.
 4. (2)2" CONDUITS FOR LIGHTING POWER AND RECEPTACLE POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.
 5. NEW METERED UTILITY PEDESTAL AT SIGNAL CAB. REFER TO EG-2 FOR METERED PEDESTAL REQUIREMENTS. COORDINATE INSTALLATION OF SERVICE CONDUCTORS WITH IDAHO POWER. DIVISION 26 TO PROVIDE AND INSTALL SERVICE CONDUIT TO FEED NEW PEDESTAL. COORDINATE ROUTING, SIZE AND QUANTITY OF CONDUITS WITH IDAHO POWER.
 6. PROVIDE PULL BOX FOR STREET LIGHTING AND RECEPTACLE CIRCUITS. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
 7. LOCATION OF EXISTING SERVICE PEDESTAL AND METER CABINET. COORDINATE WITH IDAHO POWER TO EXTEND THE EXISTING SERVICE FROM THIS LOCATION TO THE LOCATION OF THE NEW METER SERVICE AND SIGNAL CABINET. INTERCEPT THE EXISTING LIGHTING AND RECEPTACLE CIRCUIT AND EXTEND TO THE NEW CABINET LOCATION TO MAINTAIN CONNECTION TO ALL EXISTING CIRCUITS.
 8. ART PORT PEDESTAL. REFER TO DETAILS ON LANDSCAPE PLANS FOR FULL REQUIREMENTS. COORDINATE LOCATION OF IN GRADE LIGHTS WITH BASE STRUCTURE. INSTALL LIGHTS AT GRADE CENTERED ON EACH SIDE SHOWN, 30" FROM THE BASE. INSTALL 15 DEGREE TILT LENS OPTION.
 9. PROVIDE PULL BOX ADJACENT TO BASE OF THE THE ART PORT PEDESTAL. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
 10. TO EXISTING CIRCUIT LOCATED ON THIS SIDE OF THE STREET. RECONNECT THE NEW FIXTURE TO THE SAME POWER AND LIGHTING CIRCUIT USED BY THE REMOVED FIXTURE NEAR THIS LOCATION.



KEY PLAN

PROJECT:

Linen Blocks on Grove St



PROJECT ADDRESS:

BETWEEN 9TH STREET & 16TH STREET
WEST GROVE STREET
BOISE, ID 83702

OWNER:

BOISE CAPITAL CITY DEVELOPMENT CORPORATION
121 N 9th St
#501
Boise, ID 83702

REVISIONS

J	04/04/2023	100% DESIGN SUBMITTAL
H	03/06/2023	99% DESIGN DEV REVIEW
G	02/03/2023	STORM DRAIN APPROVAL SET
F	12/06/2022	GMP 2 - BID SET
E	10/28/2022	GMP 2 - BID SET
D	09/23/2022	PERMIT SUBMITTAL
C	08/30/2022	95% DESIGN DEV REVIEW
B	05/16/2022	60% DD REVIEW
A	12/10/2021	DESIGN REVIEW SUBMITTAL
MARK	DATE	DESCRIPTION

ISSUE INFORMATION

PROJECT NO.: 2021031.01
DRAWN BY:
CHECKED BY:

SHEET TITLE

ELECTRICAL PLAN

SHEET NO.

E2.6

EXHIBIT D

Signs of Our Times

A History of Boise Neon

Amber Beierle

The Neos Thing

In 1898, scientist William Ramsay and his counterpart Morris Travers discovered a new element that would alter the course of advertising in the United States some thirty years later. Ramsay dubbed their discovery “neon” after the Greek word *neos*, or new. In 1910, inventor Georges Claude introduced the world to the first neon lamp at the Paris Expo. ¹

“Neon signs” started to become a catch-all phrase for flashy, electrified signs. Neon itself only emits a red-orangish color. Other elements like Krypton (green-yellowish), Xenon (lavender), and Argon (blue-greenish) also comprised much of what we know of as “neon signs” historically. Subsequent reference to “neon” in this document will include both traditional Neon and these other forms. ²

Early Boise Neon

Neon signs arrived in Boise as early as 1921. The Chesapeake Café on 9th Street between Main and Idaho Streets erected a fifty-foot tall neon sign that year. The sign cost \$8,000, which converts to over \$130,000 in 2022. About a half a dozen other neons illuminated Boise that year, as the burgeoning technology expanded. ³ In March 1928, Boise’s Neon Sign Company, managed by P.H. Watson of the Gem Refrigeration Company, boasted speedy service and promising, “The New Neon Signs are now obtainable thru our office.” Signs could be purchased outright or leased through the company advertising that “A sign that is the most talked of, most attractive and most economical means of advertising...” In September 1928, the Neon Sign Company also touted the installation of the Pinney Theater neon. ⁴

Into the 1930s, theaters continued to use the flash of neon signs to attract Boise crowds. In June 1930, the Fox Egyptian Theater built a new “interchangeable Neon

¹ “Neon.” www.rsc.org. Royal Society of Chemistry.

² Barnes, John. *Neon Road Trip*. Gibbs Smith. 2020.

³ “Blinker Trouble Causes Removal of Old Landmark.” Idaho Daily Statesman. April 24, 1949. Pg. 24.

⁴ Advertisement. Idaho Daily Statesman. March 22, 1928. Pg. 10. Advertisement. Idaho Daily Statesman. March 23, 1928. Pg. 10. Advertisement. Idaho Daily Statesman. March 28, 1928. Pg. 10. Advertisement. Idaho Daily Statesman. April 1, 1928. Pg. 10.

sign” for \$30,000 (over \$500,000 in 2022).⁵ The use of the neon lights did not come without woes. In August 1934, faulty wiring in a sign caused significant damage to the Granada Theater at 1008 Main Street.⁶ Still, the allure grew as evidenced by its use to brand products. Olympia Beer advertised “Look for the Blue Neon...” in a series of advertisements.⁷ In fact, in 1935, neon signs and its captivating glow caught the attention of the Idaho Legislature. Legislation passed taking measures to outlaw any signs costing more than \$15. Emmett Pfoest, the Commission of Law Enforcement, reasoned the new bill would spare Idahoans, “the unfavorable reaction if you walk down the street and see at every cross walk an expensive neon sign blaring forth the virtues of some brand of beer.”⁸

Neon’s Heyday in Boise

While the effort to prohibit some neon prevailed, neon remained a popular form of advertising. Even churches used the signs to gain parishioners.⁹ The Boise Police Department’s neon buzzed at City Hall (at the corner of 8th and Idaho). On December 19, 1943, however, a “well-aimed snow ball” temporarily disabled the police department’s sign glow.¹⁰ After word of Japan’s 1945 World War II surrender, Boiseans found ways to uniquely celebrate. Idaho Power employees wrapped the company’s neon sign with toilet paper.¹¹

After the war came a bustling economy and the increased use of the automobile. Neon further surged. More mobile and with disposable incomes, Americans ventured out more and sought new entertainment. Neon provided flashy ways to lure in customers and highlight the bright lights of prosperity. On October 4, 1947, sixteen Pacific Northwest neon sign companies converged on Boise. The convention boasted representation from the likes of Spokane, Washington, Vancouver, British Columbia, and Boise’s own Idaho Neon and Lighting Company. The neon companies sat for a

⁵ “Fox Egyptian To Be Improved.” Idaho Daily Statesman. June 5, 1930. Pg. 5.

⁶ “Brief City News.” Idaho Daily Statesman. August 21, 1934. Pg. 2.

⁷ Advertisement. Idaho Daily Statesman. March and April, 1935. Pg. 6.

⁸ “Gem State Launches Crusade Against Costly Beer Signs.” Idaho Daily Statesman. May 28, 1935. Pg. 1.

⁹ “This Week’s Activities in Church and Religious Circles.” Idaho Daily Statesman. March 21, 1937. Pg. 23.

¹⁰ “Christmas Snow Settles on Boise.” Idaho Daily Statesman. December 20, 1943. Pg. 2.

¹¹ “Some Sidelights of Boise’s Reaction to Surrender News.” Idaho Daily Statesman. August 14, 1945.

luncheon at The Owyhee Hotel, itself donning neon at various times through its history.¹² Still, mishaps and electrical shorts proved commonplace for neon in Boise. In 1958, citizens snickered at some mishaps as well, "...the S went out on the big red neon sign of another oil company. Which one? Shell."¹³

The Down and Up of Boise Neon

In 1966, a City of Boise ordinance sought to diminish the presence of large, obtruding neon. Neon could still exist, but not in the same size and flash as any advertiser or business owner intended.¹⁴ Ultimately, the cost, delicate nature, propensity for damage, and advances in cheaper plastic signs led to the decline of neon in Boise and around the country. Additionally, the mass exodus of populations from metropolitan centers to the suburbs meant less need for the flashy form of advertising. In the 1970s, as noted in *Neon Road Trip* by John Barnes, "Neon signs were often associated with more undesirable businesses, such as strip clubs and seedy bars."

Neon and advertising saw its heyday in Boise from the later 1940s through the 1960s. Advertising companies like Ashley Sign Company and AAA Sign Company helped exemplify the art of advertising. Paul Ashley worked for his father at the Ashley Sign Company from 1934-1941 before starting AAA Sign Company in Hyde Park in 1944. Local artist/historian Justinian Morton noted, "This town was what 40,000 [population] in the 1960s? At that time Boise was Podunk, and yet signs were on par with Los Angeles and other big cities. Paul is the reason for that." Paul kept many old neon signs he built, helped create with additional art, or simply collected. Since many signs were leased from the companies directly, they would be kept in relatively good shape and eventually repurposed later with new neon.¹⁵

Local artist Vangie Osborn collected, and sought to preserve, several signs she obtained from Paul Ashley. Other collecting from around Boise ensued. In 2004, she

¹² "Neon Sign Firms Open Convention." Idaho Daily Statesman. October 4, 1947. Pg. 2.

¹³ "About Town." Idaho Daily Statesman. April 13, 1958. Pg. 28.

¹⁴ "Admen See Dangers in Controls." Idaho Daily Statesman. January 18, 1966. Pg. 20. See also: "Accord Believed Nearing Over New City Sign Code As Firms Consider Text." Idaho Daily Statesman. February 18, 1966. Pg 19.

¹⁵ Justinian Morton. Interview. August 2022. *Note: Boise's population in the 1960s was actually between 50,000-70,000.*

shared with Idaho Statesman reporter Anna Webb about her “Signs of Our Times” effort. Osborn, along with other local art and history enthusiasts wanted to preserve and refurbish Boise’s neon. The finish product, Osborn hoped, would be part museum, part public art; a homage to a since-forgotten era of Boise’s neon heyday. Whether tucked away in nearly abandoned old buildings, or in junk piles outside state buildings, the neon represented something Osborn deemed worthy of commemoration. Project supporters included Rocket Neon and Image National Signs, Lytle Signs, and Golden West Advertising.¹⁶

Osborn’s team successfully refurbished several signs. A great example includes the Cub Tavern sign. The business operated at the southeast corner of Capitol Boulevard and Grove Street. The “Cub” sign proved a successful attraction at the Idaho State Museum (formerly the Idaho State Historical Museum) for the sesquicentennial celebration of Idaho and Boise. Moving forward, the next steps include refurbishing and displaying six neon signs on Grove Street between 12th and 13th Streets as part of Capital City Development Corporation’s Linen Blocks on Grove Street project. The following biographical shorts provide some brief history of the neon signs, which will be featured in the display.

Blue Bell Auto Park (ca. 1932-1958)

The Blue Bell Auto Park opened sometime in 1932 or 1933. First officially listed as the Blue Bell Tourist Camp, it served as both a permanent and semi-permanent home for travelers and Boiseans.¹⁷ Tourist camps provided an area for travelers to stop for respite as the advent of the automobile allowed for more recreational travel cross-country.

Located at 7324 Fairview Avenue near Cole Road, the “auto park” provided space for automobiles initially, but grew to include mobile home units. The Blue Bell Auto Park included a small grocery store and obtained a beer license at the location in 1944.¹⁸ A

¹⁶ “Neon Memories.” Idaho Daily Statesman. Life Section. August 14, 2004. Pg. 1. See also “Project restoring signs of old Boise.” Idaho Daily Statesman. September 8, 2004. Pg. 8.

¹⁷ Polk City Directory. Boise City and Ada County. 1932-1933.

¹⁸ “Legal Notices.” Idaho Daily Statesman. November 1, 1944. Pg. 18.

year prior, proprietor John J. Turner found himself in trouble with the law for having a slot machine on site.¹⁹ In 1958, the Blue Bell last appeared in the official city directory.²⁰

In March 2000, Vangie Osborn purchased the sign from Wilson Company on Fairview Avenue. She indicated the sign likely had not travelled far from its original home due to its condition and size.

***Café/Truck Stop (unknown)**

In May 2000, Osborn purchased a total of five signs including the Café/Truck Stop, L & B Beverage, Sands Motel, Chuck Dragoo Auto Sales, and Fiesta Ballroom for \$1,850 from Paul Ashley (formerly of Ashley Advertising and AAA Sign Company).

Unfortunately, Vangie Osborn could not provide any information regarding the name of the business where this sign resided. Due to the vague nature of the actual sign and no known photographs of the sign while in use, there is no helpful business-related information at this time. The sign, however, is very indicative of how advertisers and sign-makers repurposed signs. The generic title (i.e. “café” and/or “truck stop”) lent itself to being reused and leased again for profit.

***L & B Beverage**

In June 1961, the L & B Beverage advertised their grand opening in the Idaho Daily Statesman. Located on Highway 44 (more commonly referred to as State Street as of 2022) about one and half miles from the Plantation Golf Course (The River Club as of 2022), a business advertisement boasted of the “coldest beverages in town.”²¹ The Mountain States Telephone Directory only listed the business in 1961 and 1962.²²

***Chuck Dragoo Auto Sales (1958-1961)**

Charles “Chuck” Dragoo worked in car sales for approximately fourteen years, from about 1947 until his death in 1961. After working as a manager at Campbell-Simpson

¹⁹ “Pair Admits Having Slot Machines in Use.” Idaho Daily Statesman. April 11, 1943. Pg. 3.

²⁰ Polk City Directory. Boise City and Ada County. 1958.

²¹ Advertisement. Idaho Daily Statesman. June 8 and June 9, 1961. Pg. 8.

²² Mountain States Telephone Directory. January 1961 (revised November 1960) and December 1962.

*Notes the sign was purchased in a bundle of five in March 2000 for \$1,850 by Vangie Osborn from Paul Ashley.

Auto and Ed Hollenbeck Auto, Chuck started his own namesake used car lot at 1215 Main Street (between 11th and 12th Streets). On September 13, 1958 an advertisement featuring his photo proclaimed “Now OPEN to serve you ...CHUCK DRAGOO Auto Sales, 1215 Main St. ...Bringing You Boise’s Finest Values in USED CARS...”²³

Tragically, Dragoo died while working on a car at the lot on 1215 Main Street. On September 20, 1961, his wife requested a welfare check after she could not reach him. Police found him unresponsive. Repeated attempts to revive him failed.²⁴ The business expectedly experienced a major setback and shuttered within the year.²⁵

***Sands Motel (1956-2002)**

In October 1955, the city issued a building permit for a “masonry motel.”²⁶ In 1956, the Sands Motel opened to the public at 1111 West State Street. Frank Sinatra, Dean Martin, and Sammy Davis Jr. helped popularize the mere mention of “Sands” through their ties to the hotel in Las Vegas of the same name (the Las Vegas motel opened in 1952).

By the later 1990s, the motel became a haven for down-on-their-luck Boiseans and vagrants. It also served as the last refuge for some criminally inclined citizens.²⁷ Once vacated and slated for demolition, the Boise Fire Department conducted smoke training inside the abandoned shell of the motel.²⁸ The motel permanently closed in 2002.

Mercury Cleaners (1946-1985)

Mercury Cleaners operated at 924 South Roosevelt Street on the Boise Bench. In August 1946, the first advertisement for Mercury Cleaners appeared in the newspaper.²⁹ The business did not officially carry a Secretary of State license until

²³Advertisement. Idaho Daily Statesman. September 13, 1958. Pg. 14. See also: “Advertisement. Idaho Daily Statesman. May 1, 1955. Pg. 14.

²⁴ “C.W. Dragoo, Auto Firm Owner, Dies.” Idaho Daily Statesman. September 21, 1961. Pg. 24.

²⁵ “Idaho Finance Firm Wins Jury Decision.” Idaho Daily Statesman. May 3, 1962. Pg. 18

²⁶ “Permits Issued For Building New Church.” Idaho Daily Statesman. October 30, 1955. Pg. 6.

²⁷ “Wild chase for suspect leads through Y.” Idaho Daily Statesman. January 1, 1992. Pg. 1. See also: “Washington murder suspect arrested and arraigned in Boise.” Idaho Daily Statesman. April 2, 1994. “Fate put girl down, so she lifts others up.” Idaho Daily Statesman. December 25, 1997.

²⁸ “Training firefighters for real life.” Idaho Daily Statesman. July 18, 2002. Pg. 24.

²⁹ Advertisement. Idaho Daily Statesman. August 7, 1946. Pg. 6.

February 13, 1947. In June 1947, labor disputes nearly shuttered the business. AFL Laundry and Dry Cleaning Workers, local 330, failed to negotiate terms with owners and over 100 workers agreed to strike. Though tensions appeared to remain, the formal strike ended by October 1947.³⁰ The business saw other labor disputes, boiler malfunctions, and company city league sports scores made the regular newspaper rounds.³¹ Mercury Cleaners, under the official business listing with the Secretary of State, ceased in November 1966. A November 1967 building permit approved the removal of a marquee, but did not detail the sign type.³² Gerald "Scott" and Vrene Robinson purchased the cleaners in 1970. It is uncertain if they obtained a business license under a different legal name, but they operated the cleaner until 1985.³³ Vangie Osborn purchased the Mercury Cleaners sign from Scott and Vrene in May 2015.

*Notes the sign was purchased in a bundle of five in March 2000 for \$1,850 by Vangie Osborn from Paul Ashley.

³⁰ "Boise Cleaning Plant Workers Vote Walkout." Idaho Daily Statesman. June 11, 1947. Pg. 1. See also: "Official Denies Dispute Exists." Idaho Daily Statesman. October 11, 1947. Pg. 3.

³¹ "Boiler Break Reported." Idaho Daily Statesman. January 5, 1956. Pg. 20., "Laundry Workers Designate Agent." Idaho Daily Statesman. June 2, 1949. Pg. 20., "City Recreation." Idaho Daily Statesman. February 29, 1972. Pg. 18.

³² "Building Permits." Idaho Daily Statesman. November 18, 1967. Pg. 14.

³³ <https://www.relyeafuneralchapel.com/tributes/Gerald-Robinson>. Obituary. Retrieved August 12, 2022.



AGENDA BILL

Agenda Subject: Approve Resolution 1822: 212 S. 16 th St., Fire Station #5. Type 4 Participation Agreement with City of Boise Public Works		Date: August 14, 2023
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Resolution 1822 which includes the Contribution Agreement	
Action Requested: Adopt Resolution 1822 approving the 212 S. 16 th St., Fire Station #5. Type 4 Participation Agreement with City of Boise Public Works		

Background:

The City of Boise's Fire Station #5 serves the greater downtown Boise area and has been in operation at 212 S. 16th Street since 1906. Built in 1951, the existing structure at this location is the third firehouse to occupy this site and is in need of replacement due to operational, structural and life safety limitations.

The scope of this project is to demolish the existing structure and construct a new two-story, 16,000-square-foot fire station with on-site surface parking on the western portion of the property located at 212 S. 16th Street, preserving roughly half of the city-owned parcel for a future housing project to the east of the new fire station.

In addition to the on-site improvements discussed above, the City will improve streetscapes within the adjoining public rights-of-way on 15th Street, 16th Street and Front Street. The City will also improve the existing alley right-of-way located along the northern boundary of the parcel with new paving and utility upgrades.

The City has developed preliminary plans for the on-site fire station improvements as well as the alley and streetscape improvements for the western portion of the property. Design Review approval of the proposed improvements was issued on June 8, 2022. While a feasibility study is being conducted on an anticipated on-site housing project on the eastern portion of the parcel, the City anticipates completing the design of the full streetscape and alley improvements surrounding the parcel at 212 S. 16th Street in the coming months.

The City anticipates completing final design of the fire station and right-of-way improvements in FY2023 with construction completion anticipated in FY2024. The improvements constructed with this project will not only improve Boise Fire Department operations, they will enhance the aesthetic of the neighborhood with the building scale and form recalling the architectural iconography of the City's historic urban fabric and they will improve public spaces associated the adjacent rights-of-way.

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 May 9, 2023. The final Agreement has been negotiated and is scheduled for approval by Boise City Council on August 15, 2023.

The Agreement sets forth the Agency's commitment to reimburse City of Boise Public works the actual cost-not to exceed \$1,155,000-for Public Improvements.

Fiscal Notes:

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

Staff Recommendation:

Staff recommends approval of Resolution 1822

Suggested Motion:

I move to adopt Resolution 1822 approving the 212 S. 16th St., Fire Station #5. Type 4 Participation Agreement with City of Boise Public Works

RESOLUTION NO. 1822

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 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE CITY, IDAHO, FOR PUBLIC UTILITY AND STREETScape IMPROVEMENTS ASSOCIATED WITH THE CONSTRUCTION OF A FIRE STATION LOCATED ON A PUBLICLY-OWNED PARCEL ADDRESSED AS 212 SOUTH 16TH STREET, BOISE, IDAHO; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, 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 uses funds for capital improvement projects which may be coordinated through a joint effort with private entities or other public agencies; and,

WHEREAS, the City owns a parcel of real property recorded with the Ada County Recorder as Parcel No. R1013007302 and addressed as 212 South 16th Street, Boise, Idaho, and intends to construct a new two-story, 16,000 square-foot fire station (the "Project") on the western half of the parcel; and,

WHEREAS, as a part of the Project, the City, through its Public Works Department, will make public utility and streetscape improvements in the existing alley and along the adjoining public rights-of-way on 15th, 16th, and Front Streets: the streetscape improvements will include new curbing, gutter, sidewalks, street trees with tree grates, a suspended pavement system, bike racks, and pedestrian ramps; the utility improvements will include high-speed fiber optic relocation, sanitary sewer replacement, and water line replacement. Collectively, the streetscape improvements and the utility improvements are known by the parties as the "Public Improvements," all of which are located in the River Myrtle-Old Boise District as defined by the River Myrtle-Old Boise Plan and will contribute to enhancing and revitalizing the River Myrtle-Old Boise District; 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 Public Improvements and the Agency will reimburse the City for constructing the 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 4 Capital Improvement Reimbursement Agreement with the City; 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 4 Capital Improvement Reimbursement Agreement with the City, 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 with the 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 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 August 14, 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 August 14, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on August 14, 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

212 S. 16TH STREET, FIRE STATION NO. 5

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 (the "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. The City is constructing a new two-story, 16,000 square-foot fire station on the western half of the publicly-owned parcel of real property recorded with the Ada County Recorder as Parcel No. R1013007302 and addressed as 212 South 16th Street, Boise, Idaho 83702 (the "Project"). The City intends to develop housing on the eastern half of the block at a later date, and the Parties expressly agree that the expenses associated therewith are not included in this Agreement. The City will make public utility and streetscape improvements in the existing alley and along the adjoining public rights-of-way on 15th, 16th, and Front Streets. The streetscape improvements will include new curbing, gutter, sidewalks, street trees with tree grates, a suspended pavement system, bike racks, and pedestrian ramps. Utility improvements will include high-speed fiber optic relocation, sanitary sewer replacement, and water line replacement (collectively the "Public Improvements").

C. The Project is located in the River Myrtle-Old Boise Urban Renewal District (the "RMOB District"). The Project will contribute to enhancing and revitalizing the RMOB District.

D. The City, through its Public Works Department, is requesting reimbursement for the Public Improvements associated with the Project and as more specifically set forth by Exhibit C.

E. 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.

F. 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 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 reimbursement for construction of public right-of-way improvements associated with the construction of a new fire station in downtown Boise. The City's request for reimbursement is attached as Exhibit C. This Agreement contemplates that the City will manage the process to acquire and install the Public Improvements and that CCDC will reimburse the City for the Public Improvements upon completion.

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.) July 31, 2024, whichever comes first. A one-hundred-eighty (180) day extension to the deadline may be granted upon written approval by CCDC.

The Parties hereto expressly acknowledge and understand the RMOB District terminates on September 30, 2025, and that CCDC cannot and will not extend any obligations of this Agreement, except the obligations of Section 11 Warranty, beyond this termination date.

4. **Project Scope.** The Parties agree that the following Scope of Work for the Project is as follows: construction of public right-of-way improvements associated with the construction of a new fire station in downtown Boise, including new curbing, gutter, sidewalks, street trees with tree grates, a suspended pavement system with pressurized irrigation drip system, bike racks, pedestrian ramps, and utility improvements including high-speed fiber optic relocation, sanitary sewer replacement, and water line replacement. The Parties agree that the Project is depicted on Exhibit A.

5. **Construction; Construction Responsibility.** The 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 the City's responsibility and obligation under this Agreement.

6. Reimbursement Obligation. The City has estimated the cost of the Public Improvements installed under this Agreement to be ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$1,155,000) (the “Reimbursement Obligation”).

Payment shall be on a reimbursement basis. In the event that the total cost for the Public Improvements exceeds \$1,155,000, the City agrees to be solely responsible for the excess amount.

The Estimate of Probable Costs dated March 1, 2023, is attached as Exhibit B. By execution of this Agreement, the Parties expressly acknowledge, in accordance with Idaho Code 50-2905A, that the Reimbursement Obligation does not contribute fifty-one percent (51%) or more of the total project cost as it is defined in Idaho Code 50-2903(14).

7. Determining Actual Costs; Reimbursement. The City shall pay for all costs associated with the Public Improvements prior to any reimbursement by CCDC, and the City shall make its request to CCDC for reimbursement for the Public Improvements only once and not upon completion of each individual Public Improvement.

The City shall provide appropriate cost documentation (the “Cost Documentation”) to CCDC that the City has expended funds for the Public Improvements in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of the Project reaching Final Completion and shall include:

- a. 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.
- b. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.
- c. 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”).
- d. Invoices from the City’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.
- e. Explanation of any significant deviation between the initial cost estimates in **Exhibit B** and the actual costs in the Cost Documentation as requested by CCDC.
- f. A signed and notarized letter from the City 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.

- g. The City 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.
- h. Additional documentation or clarifications may be required and requested by CCDC.
- i. The City 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 the City and confirm performance of all 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 the City has paid all contractors, subcontractors, and material suppliers that constructed or provided materials for the Public Improvements. CCDC shall make payment within 60 days of receipt of the Cost Documentation.

If CCDC disputes any portion of the Cost Documentation, CCDC shall reimburse the City 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.

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 the City of the amount CCDC will reimburse for the Public Improvements (the "CCDC Reimbursement"). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Reimbursement Obligation.**

After installation, billing, and reimbursement for the Public Improvements, 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 the 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 the construction of the Public Improvements under this Agreement. The 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. The City will provide periodic reports such as email updates 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 funds.

10. Maintenance After Construction. The City shall maintain or arrange to maintain the Public Improvements 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 termination of this Agreement. The City acknowledges and agrees CCDC has no obligation to maintain the Public Improvements installed as part of this Agreement or any other maintenance obligations under this Agreement.

11. Promotion of Project. The City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the Public Improvements. The City will 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.

12. Warranty. The City warrants that the materials and workmanship employed in the construction of the Public Improvements are of a high-quality standard and of superior workmanship, and free from defects in materials and workmanship. Such warranty shall extend for a period of two (2) years after substantial completion.

13. Ownership. CCDC makes no claim now or in the future to any ownership of the Public Improvements constructed and installed 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 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.

16. 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.

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: Karl Woods, Senior Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
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

If to Boise City: Shawn Wilson, Public Works Deputy Director
Boise City Department of Public Works
150 N. Capitol Boulevard
Boise, Idaho 83701
spwilson@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

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. 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. 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.

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. The 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 the 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 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.

25. 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.

26. Certification Regarding Government of China. In accordance with Idaho Code Section 67-2359, City, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

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: _____

CCDC Budget Info / For Office Use	
Fund	302
Account	6250
Activity Code	23002
Contract Term	July 31, 2024

FOR BOISE CITY:

By: _____
Lauren McLean, Mayor

Date: _____

Approved as to form:

Rob Lockward, Deputy City Attorney

Date: _____

ATTEST:

Lynda Lowry, *Ex-Officio* City Clerk

Date: _____

EXHIBITS

- A: Preliminary Site Plan
- B: Estimate of Probable Construction Costs
- C: City of Boise Memo, dated May 4, 2023, describing the Project location and costs.

Exhibit A – Preliminary Site Plan

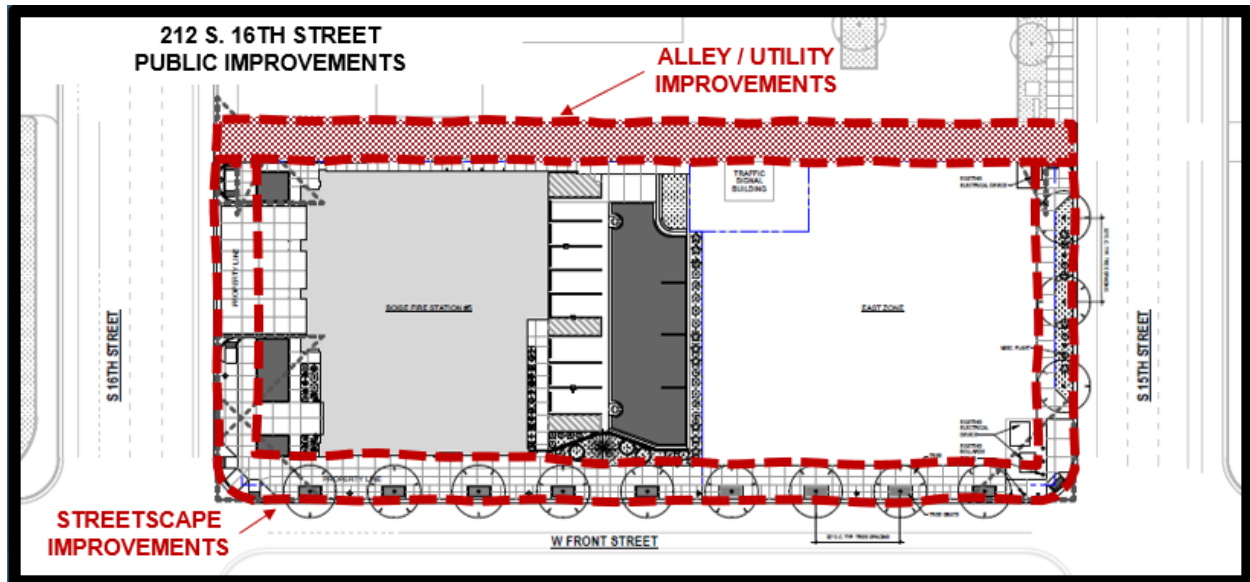


Exhibit B – Estimate of Probable Construction Cost

Schedule of Eligible Streetscape and Alley Improvement Costs

Project: 212 S. 16th Street - Fire Station #5

Date: 3/1/2023

Item	Description	Total Cost
Streetscape Construction Costs		
	Demolition, Earth Work and Site Prep	\$158,000
	Curb & Gutter	\$63,000
	Concrete Sidewalk, Concrete Driveway Approach, Brick Pavers	\$135,000
	Pedestrian Ramps	\$11,000
	Street Trees w/ Tree Grates	\$39,000
	Silva Cells w/ Pressurized Irrigation Drip System	\$198,000
	Bike Racks	\$4,500
	<i>Sub-Total:</i>	<i>\$608,500</i>
Alley Construction Costs		
	Asphalt Pavement Replacement	\$124,000
	<i>Sub-Total:</i>	<i>\$124,000</i>
Utility Costs		
	Sanitary Sewer Replacement	\$36,000
	Fiber Relocation	\$157,500
	Water Line Replacement	\$16,000
	<i>Sub-Total:</i>	<i>\$209,500</i>
Soft Costs		
	Erosion & Sediment Control	\$22,000
	Contingencies	\$191,000
	<i>Sub-Total:</i>	<i>\$213,000</i>
	Project Total:	\$1,155,000



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VI. ACTION ITEMS



AGENDA BILL

Agenda Subject: Proposed FY2023 Amended Budget		Date: August 14, 2023
Staff Contact: Joey Chen, Finance & Administration Director Holli Klitsch, Controller		Attachments: 1. <i>Proposed</i> FY2023 Amended Budget 2. <i>Proposed</i> Notice of Public Hearing
Action Requested: 1. Tentatively Approve <i>Proposed</i> FY2023 Amended Budget 2. Advertise Public Hearing at August 30, 2023 Special Board Meeting		

Background:

The CCDC Board of Commissioners has routinely amended its current year budget one time near the end of the fiscal year to reflect updated revenues, expenses, and projects as a starting place for the coming fiscal year's budget.

Fiscal Notes:

FY2023 Original Budget	\$ 60,002,995
<u>Proposed FY2023 Amended Budget</u>	<u>\$ 39,566,600</u>
Changes	\$ 20,436,394

The budget document illustrates the sources and uses of all budgeted funds, summarizes all revenues and expenses, and provides comprehensive expenditure detail, and a narrative of notable changes.

Staff Recommendation:

Tentatively approve Proposed FY2023 Amended Budget and advertise the August 30, 2023 public hearing.

Suggested Motion:

I move to tentatively approve the FY2023 Amended Budget to new revenue and expense totals of \$39,566,600 and set the time and date of Noon, August 30, 2023 for the statutorily-required public hearing on the Budget Amendment.

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FY2023 AMENDED BUDGET

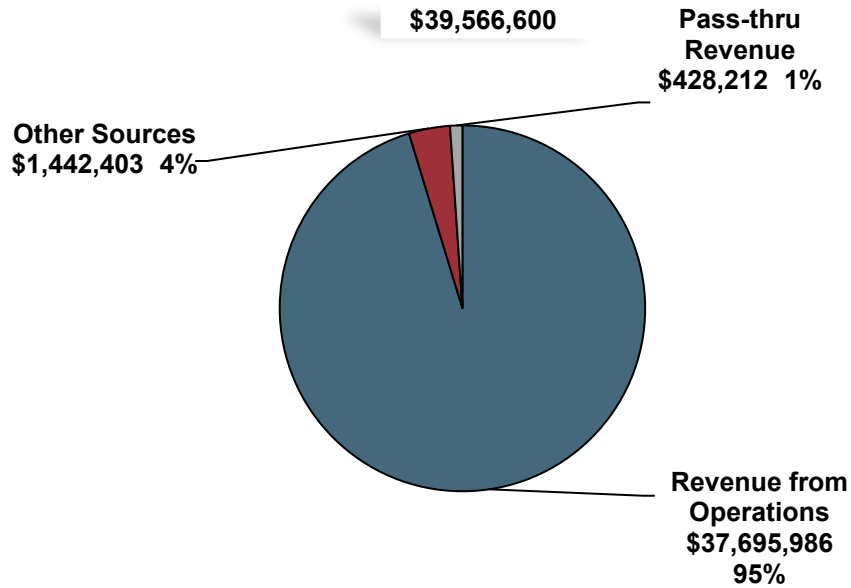
October 1, 2022 - September 30, 2023

PROPOSED

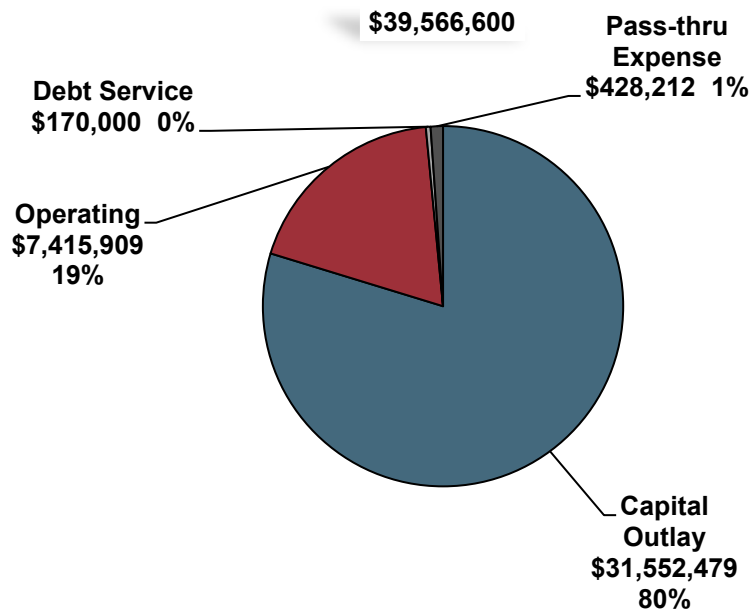


FY2023 AMENDED Budget

Sources



Uses



FY2023 AMENDED BUDGET		2023	2023	
REVENUE SUMMARY		ORIGINAL	AMENDED	Changes
Revenue from Operations				
* Revenue Allocation (Tax Increment).....	26,080,000		22,438,300	(3,641,700)
* Parking Revenue.....	8,478,132		8,846,141	368,008
Other Revenues (Various Reimbursements).....	5,671,341		6,411,545	740,204
Subtotal	\$ 40,229,473		\$ 37,695,986	\$ (2,533,488)
Other Sources				
Misc. Revenues (Grants/Leases/Property Transactions).....	184,086		1,201,085	1,016,999
Bond Financing.....	-		-	-
Use of (Transfer to) Working Capital Fund.....	19,161,223		241,318	(18,919,906)
Subtotal	\$ 19,345,309		\$ 1,442,403	\$ (17,902,907)
Subtotal - Revenue from Operations	\$ 59,574,783		\$ 39,138,388	\$ (20,436,394)
Pass-Through Revenue				
Ada County Courthouse Corridor Leases.....	428,212		428,212	-
Subtotal	\$ 428,212		\$ 428,212	\$ -
TOTAL REVENUE	\$ 60,002,995		\$ 39,566,600	\$ (20,436,394)
EXPENSE SUMMARY		2023	2023	
		ORIGINAL	AMENDED	Changes
Operating Expense				
Services & Operations.....	2,965,569		2,884,482	(81,087)
Personnel Costs.....	2,998,000		2,982,030	(15,970)
Facilities Management.....	977,354		834,887	(142,467)
Professional Services	1,357,210		714,510	(642,700)
Subtotal	\$ 8,298,133		\$ 7,415,909	\$ (882,224)
Debt Service				
Debt Service.....	170,000		170,000	-
Subtotal	\$ 170,000		\$ 170,000	\$ -
Capital Outlay				
Office Furniture/Computer Equipment.....	45,000		41,500	(3,500)
* Capital Improvement Projects (part of CIP).....	42,593,119		24,602,523	(17,990,596)
* Contractual Obligations (part of CIP).....	5,709,031		5,553,186	(155,845)
* Parking Reinvestment Plan (PRP).....	2,520,000		1,247,830	(1,272,170)
* Mobility Projects.....	239,500		107,441	(132,059)
Subtotal	\$ 51,106,650		\$ 31,552,479	\$ (19,554,171)
Subtotal - Expenses for Operations	\$ 59,574,783		\$ 39,138,388	\$ (20,436,394)
Pass-Through Expense				
Ada County Courthouse Corridor Leases.....	428,212		428,212	-
Subtotal	\$ 428,212		\$ 428,212	\$ -
TOTAL EXPENSE	\$ 60,002,995		\$ 39,566,600	\$ (20,436,394)

* Detail Attached

FY2023 AMENDED BUDGET		2023	2023	
REVENUE DETAIL		ORIGINAL	AMENDED	Change
Revenue Allocation (Tax Increment)				
State Street District.....	1,110,000	900,100	(209,900)	
Gateway East District.....	5,210,000	4,505,800	(704,200)	
Shoreline District.....	620,000	556,300	(63,700)	
30th Street District.....	1,450,000	1,190,200	(259,800)	
Westside District.....	4,810,000	4,117,900	(692,100)	
River Myrtle-Old Boise District.....	12,880,000	11,168,000	(1,712,000)	
Subtotal	26,080,000	22,438,300	(3,641,700)	
	-	-	-	
Parking Revenue				
Hourly Parkers.....	6,214,803	6,450,541	235,738	
Monthly Parkers.....	4,041,637	4,097,721	56,084	
Validation / Special Events / Violation.....	295,653	270,711	(24,942)	
Hotel Parking Revenue.....	259,839	238,335	(21,504)	
First Hour Free Discount.....	(2,493,749)	(2,374,457)	119,292	
Other Parking Revenues.....	159,950	163,290	3,340	
Subtotal	8,478,132	8,846,141	368,008	
	-	-	-	

FY2023 AMENDED BUDGET EXPENSE DETAIL	2023 ORIGINAL	2023 AMENDED	Change
Capital Improvement Projects			
State Street District.....	200,000	-	(200,000)
Gateway East District.....	3,900,000	74,000	(3,826,000)
Shoreline District.....	425,000	42,000	(383,000)
30th Street District.....	841,583	376,155	(465,428)
Westside District.....	10,440,926	7,565,986	(2,874,940)
River Myrtle-Old Boise District.....	26,785,610	16,544,382	(10,241,228)
Subtotal	42,593,119	24,602,523	(17,990,596)
	-	-	-
Contractual Obligations			
State Street District.....	-	-	-
Gateway East District.....	301,216	292,541	(8,675)
Shoreline District.....	-	-	-
30th Street District.....	87,000	90,000	3,000
Westside District.....	2,654,613	2,556,300	(98,313)
River Myrtle-Old Boise District.....	2,666,202	2,614,345	(51,857)
Subtotal	5,709,031	5,553,186	(155,845)
	-	-	-
Parking Reinvestment Plan			
ParkBOI Handrail & Guardrail IBC Update.....	150,000	152,671	2,671
Capitol & Main Rout & Seal, Membrane Repairs.....	-	311	311
Capitol & Myrtle Waterproofing & Structural Repairs.....	450,000	55,000	(395,000)
Electric Vehicle Garage Project.....	80,000	50,000	(30,000)
10th & Front Tier 1 Structural Repairs, Phase 2.....	1,510,000	775,709	(734,291)
9th & Main Tier 1 & 2 Column Repairs.....	50,000	50,000	-
9th & Front Tier 1 Repairs.....	80,000	40,000	(40,000)
11th & Front Tier 1 Repairs.....	200,000	50,000	(150,000)
Water Ponding Project - Capitol & Myrtle.....	-	4,139	4,139
9th & Main Stairwell Lighting Upgrades.....	-	15,000	15,000
Capitol & Myrtle Elevator Modernization Project.....	-	55,000	55,000
Subtotal	2,520,000	1,247,830	(1,272,170)
	-	-	-
Mobility Projects			
VRT Transit Assessment for Improvements.....	38,000	37,796	(204)
ParkBOI Initiatives.....	25,000	-	(25,000)
11th Street Mobility.....	16,500	9,645	(6,855)
Mobility Initiatives.....	100,000	-	(100,000)
City Go Contribution.....	60,000	60,000	-
Subtotal	239,500	107,441	(132,059)
	-	-	-



FY2023 AMENDED BUDGET

Summary

REVENUE

Increment Revenue - \$3.6 million net decrease in estimated FY2023 amended revenues due to:

- The difference between projected and actual levy rates. Last summer when the FY2023 budget was developed, the assumption was the levy rate would decrease by 10 percent. In the fall, when the certified levy rate was finalized, it decreased by approximately 20 percent.
- Additionally, actual property values came in about 3 percent lower than originally projected, which also contributes to lower increment revenue.
- Despite these revenue decreases, the estimated ending fund balance for each of the Agency's six urban renewal districts is sufficient and FY2023 budgeted projects / expenditures are not impacted by this revenue change. The adjustments to project spending are due to other reasons listed in the expenditures section of this document.

Parking Revenue - \$368k increase reflects the net impact of:

- Actual parking revenues are trending slightly higher than originally budgeted for, mostly due to higher hourly parking revenue than originally anticipated.

Other Revenue (Various Reimbursements) - Increase of \$740k is the result of:

Changes in cost-share agreements with Ada County Highway District (ACHD) for road reconstruction in CCDC project areas. The Agency originally budgeted for reimbursements of \$5.3 million and is now expecting to receive \$6 million in reimbursements. Interagency agreements with ACHD include 11th Street Roadways and Linen Blocks on Grove Street.

Misc. Revenues (Grants / Leases / Property Transactions) - Increase of \$1 million due to:

Higher interest earned on investments held in the Local Government Investment Pool (LGIP) than anticipated.

Working Capital Fund - Synching with updated CIP projects, \$241k will be utilized from the working capital fund rather than \$19.2 million originally budgeted for.

The Agency's long-term business plan accounts for projected revenues and expenses and projects throughout the terms of all the Agency's urban renewal districts and is the basis for the use of the working capital fund.

EXPENDITURES

OPERATING EXPENSES

Professional Services

\$643k decrease is the result of less spending than originally projected for this expense category across all urban renewal districts, operations, and parking funds.

CAPITAL OUTLAY

Capital Improvement Projects

The \$42.6 million originally budgeted for capital projects is decreased by \$18 million in the FY2023 Amended Budget. Reductions are primarily the result of:

- \$16 million in temporary / timing changes:
 - Specifically, in River Myrtle / Old Boise District, Linen Blocks and Old Boise Blocks Improvements account for \$7.8 million of construction costs to be carried forward to FY2024. Additionally, \$2 million for South 8th Street and Greenbelt Site Improvements is passed on to FY2025 in this district. In Westside District, 8th Street Streetscapes and Bikeway Improvements represent \$1.8 million of expenditures passed on to the upcoming fiscal year. In Gateway East District, \$3 million of Power System Upgrades will be carried forward FY2024.
 - During FY2023, the Agency experienced substantial interruptions getting projects to construction due to permitting issues. Permits that could historically be acquired in two months have taken up to seven months to attain this fiscal year.
- \$2 million permanent changes / being reprogrammed:
 - In River Myrtle / Old Boise District, \$2 million in property acquisitions will be removed from the FY2023 Amended Budget. A portion of these funds will be reprogrammed to future years to cover increased construction costs caused by inflation.

Parking Reinvestment Plan (PRP) Projects

Significant adjustments made to the PRP plan include:

- Capitol & Myrtle Garage waterproofing and structural repairs will be rescheduled to FY2024. With significant construction at the 10th & Front Garage during the current year, the project at Capitol and Myrtle is reprogrammed to FY2024, to avoid multiple garages closures.
- 10th & Front Garage tier 1 structural repairs, phase 2 actual project costs came in about \$700k less than originally budget for.
- The partner lead project at the 11th & Front Garage for tier 1 repairs was originally planned for \$200k during FY2023. The majority of the work will be rescheduled for FY2024 due to scheduling issues the partnering organization experienced during the current year.

Mobility Projects

Amounts originally budgeted for ParkBOI and Mobility Initiatives will not be spent in the current year. The Agency reserves these funds for mobility projects with external partners and the use of these funds was not requested during FY2023.

###

EXHIBIT A
CAPITAL CITY DEVELOPMENT CORPORATION
PROPOSED FISCAL YEAR 2023 AMENDED BUDGET

AN AMENDED ESTIMATE OF REVENUES AND EXPENSES OF THE CAPITAL CITY DEVELOPMENT CORPORATION FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2022 TO AND INCLUSIVE OF SEPTEMBER 30, 2023 (FISCAL YEAR 2023) AND NOTICE OF PUBLIC HEARING.

As required by Idaho Code, the Board of Commissioners of the Capital City Development Corporation has estimated the amount of money necessary for all purposes during Fiscal Year 2023 and prepared a proposed amended budget that includes an estimate of revenues and expenses and that reflects current Board policy on budget-related matters. As also required by Idaho Code, the amended budget will be entered into the minutes of the Agency and published in the Idaho Statesman newspaper. Citizens are invited to attend the budget hearing that begins at noon, August 30, 2023, at Capital City Development Corporation, 121 N. 9th St, Suite 501, Boise, Idaho. Citizens may submit written or oral comments concerning the Agency's proposed amended budget. A copy of the proposed amended budget is available at <https://ccdcboise.com> and also at Capital City Development Corporation (by appointment only) during regular business hours, weekdays, 8:00 a.m. to 5:00 p.m. Please notify CCDC at 208-384-4264 for any accommodations necessary for persons with disabilities.

	<u>FISCAL YEAR 2021</u>	<u>FISCAL YEAR 2022</u>	<u>ORIGINAL</u> <u>FISCAL YEAR 2023</u>	<u>AMENDED</u> <u>FISCAL YEAR 2023</u>
<u>GENERAL/SPECIAL REVENUE FUNDS:</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>BUDGET</u>
GENERAL OPERATIONS FUND				
Transfers	3,412,573	3,260,732	4,053,500	3,956,930
Other	177,939	201,085	224,394	292,048
Total Revenues	3,590,512	3,461,817	4,274,894	4,248,978
Total Expenses	3,590,512	3,461,817	4,274,894	4,248,978
RIVER-MYRTLE / OLD BOISE REV ALLOC FUND				
Revenue Allocation (<i>Property Tax Increment</i>)	10,731,136	10,879,908	12,880,000	11,168,000
Transfers	(4,933,257)	940,149	13,414,234	4,890,230
Other	604,212	1,690,657	4,171,750	4,032,487
Total Revenues	6,402,090	13,510,714	30,465,984	20,090,717
Total Expenses	6,402,090	13,510,714	30,465,984	20,090,717
WESTSIDE REVENUE ALLOCATION FUND				
Revenue Allocation (<i>Property Tax Increment</i>)	4,166,300	4,295,431	4,810,000	4,117,900
Transfers	(616,019)	(2,486,230)	6,568,410	2,813,557
Other	2,170,405	616,738	2,003,839	3,468,392
Total Revenues	5,720,686	2,425,940	13,382,249	10,399,849
Total Expenses	5,720,686	2,425,940	13,382,249	10,399,849
30TH STREET REVENUE ALLOCATION FUND				
Revenue Allocation (<i>Property Tax Increment</i>)	961,780	1,050,607	1,450,000	1,190,200
Transfers	(650,088)	(318,577)	(481,417)	(751,545)
Other	2,063	5,042	0	36,000
Total Revenues	313,755	737,072	968,583	474,655
Total Expenses	313,755	737,072	968,583	474,655
SHORELINE REVENUE ALLOCATION FUND				
Revenue Allocation (<i>Property Tax Increment</i>)	267,800	483,242	620,000	556,300
Transfers	(240,041)	(462,015)	(75,000)	(524,300)
Other	281	1,621	0	14,000
Total Revenues	28,041	22,848	545,000	46,000
Total Expenses	28,041	22,848	545,000	46,000
GATEWAY EAST REVENUE ALLOCATION FUND				
Revenue Allocation (<i>Property Tax Increment</i>)	1,488,373	2,425,378	5,210,000	4,505,800
Transfers	(1,339,604)	(1,451,326)	(938,784)	(4,201,759)
Other	992	7,768	0	66,000
Total Revenues	149,761	981,820	4,271,216	370,041
Total Expenses	149,761	981,820	4,271,216	370,041
STATE STREET REVENUE ALLOCATION FUND				
Revenue Allocation (<i>Property Tax Increment</i>)	0	0	1,110,000	900,100
Transfers	0	0	(710,000)	(900,900)
Other	0	0	0	3,000
Total Revenues	0	0	400,000	2,200
Total Expenses	0	0	400,000	2,200
PARKING FUND				
Parking Operation	6,460,831	8,208,962	8,371,182	8,735,851
Transfers	(4,337,787)	(449,316)	(2,818,614)	(5,175,290)
Other	4,012,875	253,498	142,500	373,600
Total Revenues	6,135,918	8,013,144	5,695,069	3,934,161
Total Expenses	6,135,918	8,013,144	5,695,069	3,934,161
DEBT SERVICE FUND				
Pass-through Lease	104,850	0	0	0
Transfers	0	0	0	0
Total Revenues	104,850	0	0	0
Total Expenses	104,850	0	0	0
TOTAL REVENUES	\$ 22,445,612	\$ 29,153,355	\$ 60,002,995	\$ 39,566,600
TOTAL EXPENSES	\$ 22,445,612	\$ 29,153,355	\$ 60,002,995	\$ 39,566,600

MOTION TO APPROVE THE PROPOSED AMENDED BUDGET PASSED BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO, THIS 14TH DAY OF AUGUST 2023. This is an accurate statement of the proposed expenditures and revenues as presented to the Board of Commissioners for Fiscal Year 2023 as amended. APPROVED BY THE CHAIR OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO THIS 14TH DAY OF AUGUST 2023. Latonia Haney Keith, Chair, Lauren McLean, Secretary.



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AGENDA BILL

Agenda Subject: Proposed FY2024 Original Budget		Date: August 14, 2023
Staff Contact: Joey Chen, Finance & Administration Director Holli Klitsch, Controller	Attachments: 1. <i>Proposed</i> FY2024 Original Budget 2. <i>Proposed</i> Notice of Public Hearing	
Action Requested: 1. Tentatively Approve <i>Proposed</i> FY2024 Original Budget 2. Advertise Public Hearing at August 30, 2023 Special Board Meeting		

Background:

The Agency's fiscal year runs from October 1 to the following September 30. Each fiscal year's Original Budget accounts for all revenues from all sources and all expenses for all Agency general operations, capital improvement projects, development contracts, parking activities, debt service and pass-through funds.

Fiscal Notes:

Proposed FY2024 Original Budget \$ 67,448,720

The budget document illustrates the sources and uses of all budgeted funds, summarizes all revenues and expenses, and provides comprehensive expenditure detail and narrative of notable changes.

Staff Recommendation:

Tentatively approve FY2024 Original Budget and advertise the August 30, 2023 public hearing.

Suggested Motion:

I move to tentatively approve the FY2024 Original Budget totaling \$67,448,720 and set the time and date of Noon, August 30, 2023, for the statutorily-required public hearing on the Agency's budget for the coming fiscal year.

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FY2024 ORIGINAL BUDGET

October 1, 2023 - September 30, 2024

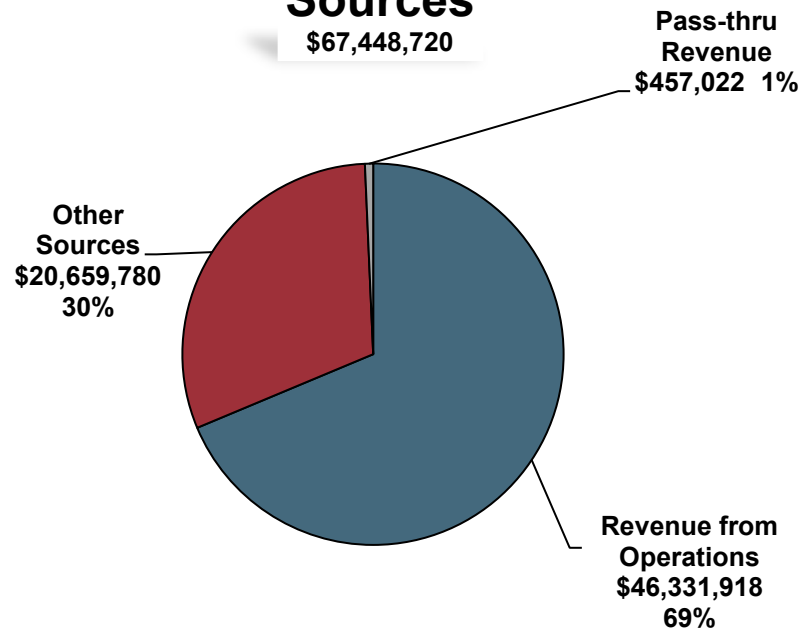
PROPOSED



FY2024 ORIGINAL Budget

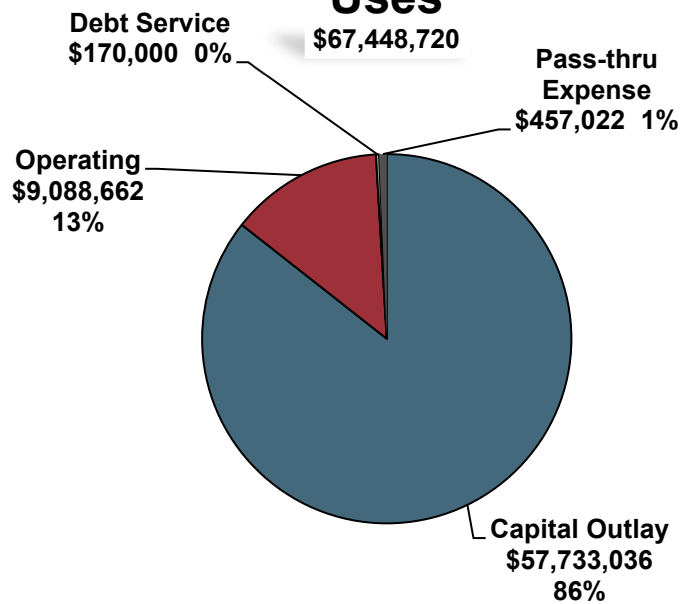
Sources

\$67,448,720



Uses

\$67,448,720



FY2024 ORIGINAL BUDGET REVENUE SUMMARY		2023 ORIGINAL	2023 AMENDED	2024 ORIGINAL
Revenue from Operations				
* Revenue Allocation (Tax Increment).....		26,080,000	22,438,300	31,300,000
* Parking Revenue.....		8,478,132	8,846,141	9,001,691
Other Revenues (Various Reimbursements).....		5,671,341	6,411,545	6,030,228
Subtotal		\$ 40,229,473	\$ 37,695,986	\$ 46,331,918
Other Sources				
Misc. Revenues (Grants/Leases/Property Transactions).....		184,086	1,201,085	786,600
Use of (Transfer to) Working Capital Fund.....		19,161,223	241,318	19,873,180
Subtotal		\$ 19,345,309	\$ 1,442,403	\$ 20,659,780
Subtotal - Revenue from Operations		\$ 59,574,782	\$ 39,138,388	\$ 66,991,698
Pass-Through Revenue				
Ada County Courthouse Corridor Leases.....		428,212	428,212	457,022
Subtotal		\$ 428,212	\$ 428,212	\$ 457,022
TOTAL REVENUE		\$ 60,002,994	\$ 39,566,600	\$ 67,448,720
EXPENSE SUMMARY				
Operating Expense				
Services & Operations.....		2,965,569	2,884,482	3,278,176
Personnel Costs.....		2,998,000	2,982,030	3,279,600
Facilities Management.....		977,354	834,887	1,106,236
Professional Services		1,357,210	714,510	1,424,650
Subtotal		\$ 8,298,133	\$ 7,415,909	\$ 9,088,662
Debt Service				
Debt Service.....		170,000	170,000	170,000
Subtotal		\$ 170,000	\$ 170,000	\$ 170,000
Capital Outlay				
Office Furniture/Computer Equipment.....		45,000	41,500	98,500
* Capital Improvement Projects (part of CIP).....		42,593,119	24,602,523	41,307,544
* Contractual Obligations (part of CIP).....		5,709,031	5,553,186	6,422,492
* Parking Reinvestment Plan (PRP).....		2,520,000	1,247,830	9,771,000
* Mobility Projects.....		239,500	107,441	133,500
Subtotal		\$ 51,106,650	\$ 31,552,479	\$ 57,733,036
Subtotal - Expenses for Operations		\$ 59,574,783	\$ 39,138,388	\$ 66,991,698
Pass-Through Expense				
Ada County Courthouse Corridor Leases.....		428,212	428,212	457,022
Subtotal		\$ 428,212	\$ 428,212	\$ 457,022
TOTAL EXPENSE		\$ 60,002,995	\$ 39,566,600	\$ 67,448,720

* Detail Attached

FY2024 ORIGINAL BUDGET REVENUE DETAIL	2023 ORIGINAL	2023 AMENDED	2024 ORIGINAL
Revenue Allocation (Tax Increment)			
State Street District.....	1,110,000	900,100	1,500,000
Gateway East District.....	5,210,000	4,505,800	7,400,000
Shoreline District.....	620,000	556,300	800,000
30th Street District.....	1,450,000	1,190,200	1,500,000
Westside District.....	4,810,000	4,117,900	5,400,000
River Myrtle-Old Boise District.....	12,880,000	11,168,000	14,700,000
Subtotal	26,080,000	22,438,300	31,300,000
	-	-	-
Parking Revenue			
Hourly Parkers.....	6,214,803	6,450,541	6,528,809
Monthly Parkers.....	4,041,637	4,097,721	4,143,586
Validation / Special Events / Violation.....	295,653	270,711	290,607
Hotel Parking Revenue.....	259,839	238,335	242,297
First Hour Free Discount.....	(2,493,749)	(2,374,457)	(2,360,608)
Other Parking Revenues.....	159,950	163,290	157,000
Subtotal	8,478,132	8,846,141	9,001,691
	-	-	-

FY2024 ORIGINAL BUDGET EXPENSE DETAIL	2023 ORIGINAL	2023 AMENDED	2024 ORIGINAL
Capital Improvement Projects			
State Street District.....	200,000	-	458,280
Gateway East District.....	3,900,000	74,000	4,256,256
Shoreline District.....	425,000	42,000	785,373
30th Street District.....	841,583	376,155	841,583
Westside District.....	10,440,926	7,565,986	8,124,970
River Myrtle-Old Boise District.....	26,785,610	16,544,382	26,841,082
Subtotal	42,593,119	24,602,523	41,307,544
	-	-	-
Contractual Obligations			
State Street District.....	-	-	-
Gateway East District.....	301,216	292,541	292,538
Shoreline District.....	-	-	-
30th Street District.....	87,000	90,000	21,000
Westside District.....	2,654,613	2,556,300	450,000
River Myrtle-Old Boise District.....	2,666,202	2,614,345	5,658,954
Subtotal	5,709,031	5,553,186	6,422,492
	-	-	-
Parking Reinvestment Plan			
ParkBOI Handrail & Guardrail IBC Update.....	150,000	152,671	-
Capitol & Main Rout & Seal, Membrane Repairs.....	-	311	-
Capitol & Myrtle Waterproofing & Structural Repairs.....	450,000	55,000	500,000
Electric Vehicle Garage Project.....	80,000	50,000	6,000
10th & Front Tier 1 Structural Repairs, Phase 2.....	1,510,000	775,709	100,000
9th & Main Tier 1 & 2 Column Repairs.....	50,000	50,000	-
9th & Front Tier 1 Repairs.....	80,000	40,000	40,000
11th & Front Tier 1 Repairs.....	200,000	50,000	100,000
Water Ponding Project - Capitol & Myrtle.....	-	4,139	-
9th & Main Stairwell Lighting Upgrades.....	-	15,000	-
Security Camera Upgrades.....	-	-	200,000
Capitol & Myrtle Elevator Modernization Project.....	-	55,000	500,000
9th & Front Tier 2 & 3 Repairs.....	-	-	75,000
10th & Front Waterproofing Repairs, Phase 2.....	-	-	300,000
Block 68 South Parking Garage	-	-	5,450,000
New PARCS Equipment Purchase & Installation.....	-	-	2,500,000
Subtotal	2,520,000	1,247,830	9,771,000
	-	-	-
Mobility Projects			
VRT Transit Assessment for Improvements.....	38,000	37,796	7,000
ParkBOI Initiatives.....	25,000	-	25,000
11th Street Mobility.....	16,500	9,645	16,500
Mobility Initiatives.....	100,000	-	25,000
City Go Contribution.....	60,000	60,000	60,000
Subtotal	239,500	107,441	133,500
	-	-	-



FY2024 ORIGINAL BUDGET

Summary

REVENUE

ASSESSED TAXABLE VALUES

The combined assessed value of taxable property in all six of the Agency's current urban renewal districts increased 26 percent since last year, from \$2.7 billion to \$3.4 billion.

ASSESSED TAXABLE VALUES		
Urban Renewal District	FY2023 Final	FY2024 Estimates
State Street	\$109,933,450	\$170,107,200
Gateway East	\$550,304,933	\$823,132,598
Shoreline	\$67,936,233	\$91,189,285
30th Street	\$145,363,385	\$172,225,000
Westside	\$492,466,680	\$579,517,851
River Myrtle / Old Boise	\$1,335,592,343	\$1,580,012,025
TOTAL	\$2,701,597,024	\$3,416,183,959

INCREMENT REVENUE

FY2023 amended to FY2024 original total increment revenue is expected to increase by 39 percent and \$8.9 million to a new total of \$31.3 million. Even though single-family homes are seeing a decline in assessed values, commercial and industrial markets continue to experience growth due to new activities and construction. The Agency's urban renewal districts are largely comprised of commercial and industrial properties—markets which continue to see escalations in assessed property values and therefore escalations in increment revenue.

INCREMENT REVENUE			
Urban Renewal District	FY2023 Amended	FY2024 Estimates	\$ Change
State Street	\$900,100	\$1,500,000	\$599,900
Gateway East	\$4,505,800	\$7,400,000	\$2,894,200
Shoreline	\$556,300	\$800,000	\$243,700
30th Street	\$1,190,200	\$1,500,000	\$309,800
Westside	\$4,117,900	\$5,400,000	\$1,282,100
River Myrtle / Old Boise	\$11,168,000	\$14,700,000	\$3,532,000
TOTAL	\$22,438,300	\$31,300,000	\$8,861,700

PARKING REVENUE

Parking revenue is budgeted at \$9 million for FY2024, increasing by \$156k in comparison to the FY2023 Amended Budget.

Hourly Parking Revenue

- Based on current trends, an increase of 1 percent is forecasted for FY2024 over the FY2023 Amended Budget. This small increase is attributed to hourly parker customers spending increased time in the facilities. Since January 2021, the average length of stay has increased on average from month to month and this slight, but steady growth is expected to continue in FY2024.

Monthly Parking Revenue

- An increase of 1 percent is also estimated for this revenue category. The majority of CCDC garages currently have a waitlist and are at, or very near, monthly parker capacity. For the upcoming fiscal year, monthly parker revenues are expected to level off due to this circumstance.

Parking Rates

- Hourly Rate: No proposed changes.
- Monthly Rate: No proposed changes.

OTHER REVENUE (Various Reimbursements) of \$6 million primarily comprised of:

Reimbursements from ACHD for road reconstruction in CCDC project areas. Specifically, these projects include:

- 11th Street Roadway, Streetscape, and Bike Lanes (Westside District)
- Grove Street – Linen Blocks (River Myrtle / Old Boise District)

- Grove Street – Old Boise Blocks (River Myrtle / Old Boise District)
- 5th & 6th Two-Way Conversion (River Myrtle / Old Boise District)

ACHD to replace current roadway surfaces while CCDC works on streetscapes and bike lanes. Through these interagency agreements, one contractor is utilized thereby reducing construction inconveniences for citizens and businesses.

WORKING CAPITAL FUND - FY2024 budget taps the working capital fund for \$19.9 million.

Integral to the Agency's long-term business plan, the working capital fund accounts for projected / estimated revenues and expenses and projects throughout the terms of all of the Agency's urban renewal districts.

EXPENDITURES

OPERATING EXPENSES

Services and Operations

Parking services and operations budget is \$2.6 million of the total \$3.3 million budgeted for this expense category.

- Due to the current labor market, payroll costs are expected to increase as the parking garage operator plans to increase hourly pay rates to attract and retain staff. Additionally, as garage usage increases, so does the need for additional staff hours and / or headcount.
- Office expenses and professional service expenses are also expected to increase in comparison to the prior year. Additionally, an increase has been applied to materials and supplies due to inflationary costs of both materials and labor.

DEBT SERVICE

As the Agency's three outstanding bonds were paid off in FY2022, the only item remaining in this expense category is the semi-annual Affordable Housing Assistance (AHA) payment to Civic Plaza for debt service coverage totaling \$170k annually. These payments will continue through the end of FY2024.

CAPITAL OUTLAY

Capital Improvement Plan (CIP) Projects

\$41.3 million + \$6.4 million contractual obligations = \$47.7 million total CIP

- The FY2024 CIP prioritizes support for housing partnerships, public infrastructure, public spaces, and construction of transformative multi-year projects.
- Project delays experienced during FY2023 are expected to be resolved as multi-year projects are far along in the design phase and partner agency approval process. The Agency is working with ACHD to achieve a faster project review timeline, reducing review time from seven months to two months.
- Additionally, significant investments are anticipated for River Myrtle / Old Boise and Westside as the sunset of the districts are quickly approaching in FY2025 and FY2026, respectively.

Parking Reinvestment Plan (PRP) Projects

- \$9.8 million. All budgeted projects and amounts are in attached detail pages. Specifically, we want to highlight the following parking projects planned for FY2024:
 - Block 68 South Parking Garage budgeted for \$5.5 million
 - PARCS Equipment Purchase and Installation budgeted for \$2.5 million

Mobility Projects

- \$134k. All budgeted projects and amounts are in attached detail pages.

Pass-Through Revenue & Expense

Ada County Courthouse Corridor Leases are comprised of two agreements:

- Lease revenue of about \$140k per year paid by Civic Plaza and passed-through to Ada County for parcels 3A and 3C (master ground lease) and condominium units 201A and 202 (supplemental ground lease).
- Parking access revenue of \$317k paid annually by the University of Idaho for access to the Idaho Water Center and passed-through to trustee US Bank.

Per independent auditor review, the debt service on the Series 2016 Lease Revenue Bonds, GBAD Expansion Project (\$23.1 million) conduit financing is shown as a note disclosure in the Agency's financial statements. That passed-through amount does not appear on CCDC's balance sheet or income statement so is not included in Agency budgets.

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EXHIBIT A
CAPITAL CITY DEVELOPMENT CORPORATION
PROPOSED FISCAL YEAR 2024 ORIGINAL BUDGET

AN ESTIMATE OF REVENUES AND EXPENSES OF THE CAPITAL CITY DEVELOPMENT CORPORATION FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 TO AND INCLUSIVE OF SEPTEMBER 30, 2024 (FISCAL YEAR 2024), AND NOTICE OF PUBLIC HEARING .

As required by Idaho Code, the Board of Commissioners of the Capital City Development Corporation has estimated the amount of money necessary for all purposes during Fiscal Year 2024 and prepared a proposed budget that includes an estimate of revenues and expenses and that reflects current Board policy on budget-related matters. As also required by Idaho Code, the budget will be entered into the minutes of the Agency and published in the Idaho Statesman newspaper. Citizens are invited to attend the budget hearing that begins at noon, August 30, 2023 at Capital City Development Corporation, 121 N. 9th St, Suite 501, Boise, Idaho. Citizens may submit written or oral comments concerning the Agency's proposed budget. A copy of the proposed budget is available at <https://ccdcboise.com> and also at Capital City Development Corporation (by appointment only) during regular business hours, weekdays, 8:00 a.m. to 5:00 p.m. Please notify CCDC at 208-384-4264 for any accommodations necessary for persons with disabilities.

	FISCAL YEAR 2022 ACTUAL	AMENDED FISCAL YEAR 2023 BUDGET	ORIGINAL FISCAL YEAR 2024 BUDGET
GENERAL/SPECIAL REVENUE FUNDS:			
GENERAL OPERATIONS FUND			
Transfers	3,260,732	3,956,930	4,465,288
Other	201,085	292,048	275,505
Total Revenues	3,461,817	4,248,978	4,740,793
Total Expenses	3,461,817	4,248,978	4,740,793
RIVER-MYRTLE / OLD BOISE REV ALLOC FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	10,879,908	11,168,000	14,700,000
Transfers	940,149	4,890,230	12,317,190
Other	1,690,657	4,032,487	6,523,599
Total Revenues	13,510,714	20,090,717	33,540,789
Total Expenses	13,510,714	20,090,717	33,540,789
WESTSIDE REVENUE ALLOCATION FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	4,295,431	4,117,900	5,400,000
Transfers	(2,486,230)	2,813,557	3,379,919
Other	616,738	3,468,392	267,051
Total Revenues	2,425,940	10,399,849	9,046,970
Total Expenses	2,425,940	10,399,849	9,046,970
30TH STREET REVENUE ALLOCATION FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	1,050,607	1,190,200	1,500,000
Transfers	(318,577)	(751,545)	(600,417)
Other	5,042	36,000	18,000
Total Revenues	737,072	474,655	917,583
Total Expenses	737,072	474,655	917,583
SHORELINE REVENUE ALLOCATION FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	483,242	556,300	800,000
Transfers	(462,015)	(524,300)	118,373
Other	1,621	14,000	7,000
Total Revenues	22,848	46,000	925,373
Total Expenses	22,848	46,000	925,373
GATEWAY EAST REVENUE ALLOCATION FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	2,425,378	4,505,800	7,400,000
Transfers	(1,451,326)	(4,201,759)	(2,819,206)
Other	7,768	66,000	33,000
Total Revenues	981,820	370,041	4,613,794
Total Expenses	981,820	370,041	4,613,794
STATE STREET REVENUE ALLOCATION FUND			
Revenue Allocation (<i>Property Tax Increment</i>)	0	900,100	1,500,000
Transfers	0	(900,900)	(1,003,220)
Other	0	3,000	1,500
Total Revenues	0	2,200	498,280
Total Expenses	0	2,200	498,280
PARKING FUND			
Parking Operation	8,208,962	8,735,851	8,898,691
Transfers	(449,316)	(5,175,290)	3,871,347
Other	253,498	373,600	395,100
Total Revenues	8,013,144	3,934,161	13,165,138
Total Expenses	8,013,144	3,934,161	13,165,138
DEBT SERVICE FUND			
Pass-through Lease	0	0	0
Transfers	0	0	0
Total Revenues	0	0	0
Total Expenses	0	0	0
TOTAL REVENUES	\$ 29,153,355	\$ 39,566,600	\$ 67,448,720
TOTAL EXPENSES	\$ 29,153,355	\$ 39,566,600	\$ 67,448,720

MOTION TO APPROVE THE PROPOSED BUDGET PASSED BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO, THIS 14TH DAY OF AUGUST 2023. This is an accurate statement of the proposed expenditures and revenues as presented to the Board of Commissioners for Fiscal Year 2024. APPROVED BY THE CHAIR OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO THIS 14TH DAY OF AUGUST 2023. Latonia Haney Keith, Chair. Lauren McLean, Secretary .



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AGENDA BILL

Agenda Subject: Consider Resolution 1830: Boise Canal Multi-use Pathway Project, 3rd Street to Broadway Avenue. Task Order 19-005 with The Land Group, Inc. for Professional Design Services		Date: August 14, 2023
Staff Contact: Kelly Burrows, RLA Project Manager – Capital Improvements	Attachments: 1. Resolution 1830 2. Task Order 19-005	
Action Requested: Adopt Resolution 1830 approving and authorizing the execution of Task Order 19-005 with The Land Group, Inc., for Professional Design Services on the Boise Canal Multi-use Pathway Project, 3rd Street to Broadway Avenue.		

Fiscal Notes:

The Agency's FY2023 budget and forecasted FY2024 budget sufficiently fund Task Order 19-005 not-to-exceed amount of \$115,125.

Background:

In 2020, CCDC conducted a public outreach effort with key stakeholders—including property and business owners, residents, and public agency representatives—for the Old Boise Blocks on Grove Street. The outreach culminated with the *2021 Old Boise Blocks on Grove Street Redevelopment Strategy Vision Report*. One of the top supported investments from the Vision Report was a pathway connection from the intersection of 3rd and Grove St to the recently constructed signalized pedestrian crossing on Broadway Avenue near Dona Larsen Park. In early 2022, the City of Boise adopted a citywide *Boise Pathway Master Plan*. That plan also identified the pathway connecting the east end of Grove Street at 3rd Street to Broadway Avenue as a near-term, high-priority, medium-feasibility pathway corridor.

The objective of this project is to design and construct an ADA-compliant, non-motorized, publicly accessible, multi-use pathway connecting the east end of Grove Street to Broadway Avenue at the existing signalized pedestrian crossing. The vision is to create a safe, convenient, low-stress bike and pedestrian alternative to travel on Front Street and on Main Street, connecting downtown to the East End Neighborhood.

Consultant Design Services:

In August 2022, the Agency completed its RFQ process for a professional design team. An evaluation panel reviewed proposals and selected The Land Group, Inc. as the Design Professional of Record. The Agency engaged The Land Group, Inc. under Task Order 19-003 for topographic survey, initial concept design work, preliminary utility coordination and public and stakeholder outreach.

Task Order 19-005 for The Land Group, Inc., includes final design activities, project permitting, preparation of final bid documents, assistance during bidding, and construction administration services. The Agency anticipates the design work associated with Task Order 19-005 will be completed in September 2024 with bidding and construction beginning late fall 2024.

Staff Recommendation:

Adopt Resolution 1830 approving and authorizing the execution of Task Order 19-005 with The Land Group, Inc. for Professional Design Services on the Boise Canal Multi-use Pathway Project, 3rd Street to Broadway Avenue.

Suggested Motion:

I move to adopt Resolution 1830 approving and authorizing the execution of Task Order 19-005 with The Land Group, Inc. for Professional Design Services on the Boise Canal Multi-use Pathway Project, 3rd Street to Broadway Avenue.

RESOLUTION NO. 1830

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING TASK ORDER 19-005 WITH THE LAND GROUP, INC. FOR FINAL DESIGN AND CONSTRUCTION SERVICES FOR THE BOISE CANAL MULTI-USE PATHWAY PROJECT, 3RD STREET TO BROADWAY AVENUE; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-005 AND ANY DOCUMENTS OR AGREEMENTS NECESSARY TO IMPLEMENT THE TASK ORDER, SUBJECT TO CERTAIN CONTINGENCIES; 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"), 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, in June 2022 the Agency used a Request for Qualifications procurement process to select The Land Group, Inc. to provide the necessary design services for the

Agency's planned Boise Canal Multi-Use Pathway Project, 3rd Street to Broadway Avenue (the "Project"); and,

WHEREAS, on September 1, 2022, the Agency Executive Director and The Land Group, Inc. executed Task Order 19-003 for pre-development services related to the Project in the amount of \$14,390; and,

WHEREAS, on March 2, 2023, the Agency Executive Director and The Land Group, Inc. executed Task Order 19-004 for concept design services related to the Project in the amount of \$52,055; and,

WHEREAS, The Land Group, Inc. has submitted a proposal to the Agency for the following tasks involved in the Project: final design activities, additional stakeholder and public outreach, project permitting, preparation of final bid documents, assistance during bidding, and construction administration services; and,

WHEREAS, the Agency Board finds it in the best interest of the public and the Agency to approve Task Order 19-005 with The Land Group, Inc. to act on the behalf of the Agency as the Landscape Architect of Record for the Boise Canal Multi-Use Pathway Project, 3rd Street to Broadway Avenue, and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Task Order 19-005 between the Agency and The Land Group, Inc., 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 execute Task Order 19-005 with The Land Group, Inc. for an amount not to exceed ONE HUNDRED AND FIFTEEN THOUSAND AND ONE HUNDRED TWENTY-FIVE DOLLARS (\$115,125); and further, is hereby authorized to execute any necessary documents required to implement Task Order 19-005, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for professional design services detailed in Task Order 19-005 plus up to an additional \$10,000 for contingencies if determined necessary in his best judgment.

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 August 14, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on August 14, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Latonia Haney Keith, Chair

By: _____
Lauren McLean, Secretary



THE LAND GROUP, INC.
2019-24 ON CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER 19-005

*Please use Project Name and **PO# 230081** on all project-related invoices.*

TO: Jason Densmer, Principal
The Land Group, Inc. ("CONSULTANT")
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
208-939-4041
jason@thelandgroupinc.com

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

ORIGINAL AGREEMENT: 2019-24 On-Call Professional Services Agreement ("Agreement")
AGREEMENT DATE: June 10, 2019

TASK ORDER DATE: _____
NOT TO EXCEED: **\$115,125**

1. PROJECT NAME: Boise Canal Multi-Use Pathway, 3rd St. to Broadway Ave. – Final Design, Design Review, and Construction Services

2. PROJECT DESCRIPTION

The Boise Canal Multi-Use Pathway Project ("Project") is a proposed multi-use pathway generally along the extension of the Grove Street corridor from 3rd Street to Broadway Avenue along the Boise City Canal. Design team efforts to date have included coordination and engagement with adjacent property owners, production of exhibits for property owner engagement meetings, meeting administration and conceptual design.

CCDC intends to retain CONSULTANT to provide final design services and construction administration related to the completion of the pathway. CONSULTANT will coordinate the Scope of Services with specific SUBCONSULTANTS who will perform certain tasks,

including: site grading, construction plans electrical engineering, and landscape restoration plans, as outlined in Exhibit A.

3. SERVICES TO BE PERFORMED (“Scope of Services” or “Scope”)

CONSULTANT services will include final design activities, additional stakeholder and public outreach, project permitting, preparation of final bid documents, assistance during bidding, production of final construction documents, and construction administration services, as outlined in CONSULTANT’S Proposal dated August 4, 2023, attached hereto as Exhibit A.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire the following SUBCONSULTANTS to complete the Scope of Services: Musgrove Engineering, P.A., Ally Structural Consulting, LLC, Atlas Technical Consultants, LLC, and Ecosystem Sciences, LLC.

- (a) CCDC hereby approves the listed companies as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT’S responsibility.
- (b) Prior to performance of services, SUBCONSULTANTS shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANTS has the following insurance coverages:
 - (1) SUBCONSULTANTS shall maintain in full force and effect worker’s compensation and employer’s liability insurance as required by applicable law or regulation.
 - (2) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with each SUBCONSULTANT’S negligence during the performance of this Agreement.
 - (3) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.
- (c) CONSULTANT shall keep copies of the SUBCONSULTANTS’ insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

5. PAYMENT

- (a) Amount and Method of Payment. The total amount paid for this Task Order #19-005 shall be an amount not to exceed **ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$115,125)**. CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on hours expended on the Scope at the agreed upon rate(s).
- (b) Reimbursable Expenses. Payment for reimbursable expenses shall be included in the not-to-exceed limit of **\$115,125**.
- (c) Subconsultants. Payment to SUBCONSULTANTS is included in the not-to-exceed amount of \$115,125 for this Task Order. CONSULTANT shall assume responsibility for the amount and schedule of payments to the SUBCONSULTANTS.
- (d) Invoices. CONSULTANT shall invoice CCDC for payment. Invoices shall be in a format acceptable to CCDC, and shall include the **PO# 230081** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice shall also specify current billing and previous payments, with a total of cost incurred and payments made to date.
- (e) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Task Order.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order. CONSULTANT shall work diligently toward completion of work specific to this task order with Task Order completion by April, 2025 with the following milestones:

- 75% Design Submittal – January 1, 2024
- 100% Construction Drawings – October 1, 2024
- Project Completion – May 1, 2025

Time extensions, if determined necessary, must be approved by CCDC in writing.

7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall submit the deliverables for each task described in the attached Exhibit A to CCDC in a manner approved by CCDC. CONSULTANT shall submit revised work products if requested by CCDC.

8. ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION

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

9. CONTRACT TERMS

Terms of the Agreement between CCDC and CONSULTANT, which was signed by CCDC and CONSULTANT and has an effective date of June 10, 2019, shall remain in effect and apply to the services performed and work products created under this Task Order.

End of Task Order # 19-005 | *Signatures appear on next page.*

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

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
THE LAND GROUP, INC.

John Brunelle, Executive Director

Date: _____


Jason Densmer, Principal

Date: 08/09/2023

ATTACHMENTS

Exhibit A: CONSULTANT'S Proposal dated August 4, 2023

CCDC Use	
Fund	303
Account	6250
Activity Code	23004
PO#	230081
Term Date	May 1, 2025

THE LAND GROUP, INC.

TASK ORDER 19-005 - Boise Canal Multi-Use Pathway, 3rd St. to Broadway Ave. – Final Design – Construction Services

PAGE - 4



EXHIBIT A

Boise Canal Multi-Use Pathway
3rd St to Broadway Ave – Task Order 03
PN: 122112
Page 1 of 6

August 4, 2023

Kelly Burrows
Project Manager – Capital Improvements
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, ID 83702

RE: Boise Canal Multi-Use Pathway, 3rd St to Broadway Ave | Boise, Idaho
Task Order 03 – Final Design & Construction Services
Proposal for Professional Services | PN 122112

Dear Kelly:

The Land Group, Inc. (TLG) is pleased to submit the following proposal for professional design services associated with the Boise Canal Multi-Use Pathway Project for Task Order 03 – Final Design & Construction Services in partnership with our sub-consultants, Atlas, EcoSystem Sciences, Ally Structural Consulting, and Musgrove Engineering.

I. Project Description

Capital City Development Corporation (CCDC) will invest in downtown Boise's River Myrtle – Old Boise Urban Renewal District with a multi-use pathway connecting the east end of Grove Street at 3rd Street to Broadway Avenue along the Boise City Canal corridor.



Figure 1 - Project Overview

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Task Order 03 will provide services consisting of final design development of the conceptual work provided under previous task orders, Design Review Application, CMGC RFQ Assistance & Review, Agency Review & Approval, and Bidding & Construction Services. The following describes the type and scope of services to be provided and the fees for these services under Task Order 03.

II. Information Provided by Owner

- Any affidavits or documents requiring owner signature for agency review & approvals.

III. Scope of Services

Task Order 03 – Final Design & Construction Services

Task Order Administration

Task 03.1

TLG will facilitate bi-weekly project coordination meetings with CCDC Staff, City of Boise, and relevant project consultants on an as-needed basis for a maximum of 20 meetings to be conducted under the scope of Task Order 03.

Task Deliverables:

- Meeting Summaries

Design Review & CMGC Selection Assistance

Task 03.2

TLG will prepare updated graphic renderings, draft site plans, draft application forms, and an updated statement of probable cost broken out by work element for client review prior to submittal to the City of Boise for design review.

TLG will revise all submittal documents as requested by the client in advance of submittal to the City.

TLG will submit all documentation required per the City of Boise Design Review application checklist.

TLG will respond to agency comments and conditions during the design review process as necessary to obtain project approval.

TLG will review the CCDC RFQ for CMGC services and recommend modifications.

TLG will review CMGC SOQ responses and offer recommendations for CMGC selection.

TLG will provide Design Review Drawing package to the selected CMGC for preliminary pricing, and will answer CMGC inquiries to assist in developing their preliminary project pricing.

Task Deliverables:

- Draft Design Review Package: Application Forms, Plan Set, Statement of Probable Cost (.pdf)
- CCDC RFQ for CMGC Review and Markup (.pdf)
- CCDC CMGC SOQ Review Memo (.pdf)
- CMGC Preliminary Pricing Set (.pdf)
- Design Review Approval Letter (.pdf)

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75% Construction Documents

Task 03.3

TLG will lead the development of the project construction drawings in coordination with our sub-consultants and CCDC's selected CMGC.

- Site Layout & Material Plan – The Land Group will provide the final construction document site drawings which indicate the required final location, sizing and layout of site elements. The Land Group will provide necessary construction details demonstrating the required construction of site elements.
- Site Grading & Utility Plans – TLG, Ally Structural Consulting, and Musgrove Engineers will prepare site grading, drainage, structural retaining wall, and electrical construction plans in accordance with current industry standards and local agency requirements. The Electrical Engineer will consider power for streetlight improvements.
- Landscape and Irrigation Repair Plans – The Land Group will provide final construction documents for the restoration of landscape areas disturbed by the project improvements.

TLG will work with Atlas to complete a geotechnical analysis necessary to inform the design of the proposed improvements. The analysis will include soil testing required for Idaho Power's grounding design per their specifications.

TLG will work with Ecosystem Sciences to provide a Wetland Delineation Report to validate and verify mitigation requirements per USACE permit requirements.

TLG will work with the selected CMGC to identify and evaluate potential value engineering and cost reduction options based on project objectives, agency requirements, and overall project budget.

Task Deliverables:

- Geotechnical Report (.pdf) to be submitted to CCDC for records.
- Wetland Delineation Report (.pdf)
- 75% CD Client Review & CMGC Pricing Set (.pdf)
- 75% CD Value Assessment Memo (.pdf)

Agency Applications & Approvals

Task 03.4

TLG will be responsible for all necessary approvals for the construction of the project from the City of Boise and ACHD.

- City of Boise Permit Approval – TLG will provide all documents and application material needed for submittal to the City of Boise Development Services for grading and utility permit review and approvals. TLG will work with City of Boise staff to revise plans as required to obtain permit approval.
- ACHD Plan Approval – TLG will provide all documents and application for submittal to ACHD for Plan Review approvals. TLG will work with ACHD staff to revise plans as required to permit approvals.
- USACE Approval – TLG will assist Ecosystem Science to provide all documents and application for submittal to USACE for permit approvals. TLG will work with USACE staff to revise plans as required to permit approvals.

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- License Agreements – TLG will work with ACHD staff to provide all necessary materials to either confirm proposed improvements are covered under the existing master license agreement with the City of Boise or execute an additional license agreement or amendment for proposed improvements.

TLG will provide legal descriptions and exhibits for any required utility easements coordinated with adjacent property owners and work with relevant agencies to record these easements.

Task Deliverables:

- 80% CD Client Review & CMGC Pricing Set (.PDF)
- 85% CD / USACE Permit Set
- 90% CD / City of Boise and ACHD Plan Review Set (.PDF)
- Draft AHJ Application Forms (.pdf): City of Boise, ACHD, and USACE.
- City of Boise Permit Application Package.
- USACE Permit Application Package.
- ACHD Plan Review Package.
- Boise City Canal Company Board Approval Package.
- Response Letters to AHJ (.pdf) comments.
- Legal Descriptions & Exhibits for proposed easements (.pdf)

100% Construction Documents

Task 03.5

TLG and the professional sub-consultants will finalize the construction documents.

- Site Layout & Material Plan – The Land Group will provide the final construction document site drawings which indicate the required final location, sizing, layout, and construction details of site elements.
- Site Grading & Utility Plans – TLG, Ally Structural Consulting, and Musgrove Engineers will prepare site grading, drainage, and electrical construction plans in accordance with current industry standards and local agency requirements.
- Landscape and Irrigation Repair Plans – The Land Group will provide final construction documents for the restoration of landscape areas disturbed by the project improvements.
- Specifications - The Land Group shall provide all required technical specifications for civil, site material, landscape and irrigation improvements.

All construction documents will be prepared and stamped by engineers and landscape architects licensed in Idaho. Final construction drawings and project specifications will be provided to CCDC and the selected CMGC in PDF format for bidding.

Task Deliverables:

- 100% Conformance Set & Agency Approved Drawings (.pdf)

Permitting & Construction Services

Task 03.6

TLG will provide permitting assistance to CCDC and the CMGC as needed to procure required permits from agencies having jurisdiction.

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TLG and the professional sub-consultants (Ally Structural Consulting and Musgrove Engineers) will provide limited on-site observation of the construction and plan interpretation. Site Construction Support Services will also include;

- Attend Pre-bid meeting.
- Prepare addenda.
- Assist CCDC in reviewing bids
- Pre-construction conference. (Excludes sub-consultants)
- Submittal and shop drawings review.
- RFI responses.
- Pay application request review.
- Change order processing and review.
- Weekly OAC meetings, as established by contractor.
- Twice Monthly Site observations, dependent on OAC meeting schedule.
- Punch list and Substantial Completion observation.
- Final completion observation.
- Final digital record drawings.

Task Deliverables:

- Approved drawings provided to ACHD and City of Boise (.pdf and hard copy)
- Pre-bid meeting summary, and addenda (.pdf)
- All documentation related to Construction Administration Support Services outlined above (PDF or via Construction Administration Portal managed by selected contractor).

IV. Exclusions / Costs Not Included

The Land Group provides other professional services in addition to those described above. Unless described above and specifically included in this proposal, services including but not limited to the following are not included in the proposed fee and shall be charged as Additional Services if required.

- Abandonment of easements.
- Regulatory agency re-submittal required due to Owner-related changes or additional local jurisdictional requirements that occur after plan approvals.
- Making revisions in drawings, specifications, or other documents, or preparing change order documents, when such revisions are due to causes beyond the control of our firm and occur following agency approvals.
- Design revisions after securing Owner approvals to proceed. If design revisions are requested, The Land Group will perform the additional services after receiving written authorization.

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V. Fees & Billing Terms

Scope of Work:	Fees:	Terms:
Task Order 03 – Final Design & Construction Services		
Task 03.1: Task Order Administration	\$ 6,060	T&M, NTE
Task 03.2: Design Review & CMGC Selection Assistance	\$ 24,880	T&M, NTE
Task 03.3: 75% Construction Documents	\$ 31,035	T&M, NTE
Task 03.4: Agency Applications & Approvals	\$ 12,470	T&M, NTE
Task 03.5: 100% Construction Documents	\$ 5,490	T&M, NTE
Task 03.6: Permitting & Construction Services	\$ 24,340	T&M, NTE
Reimbursable Expenses Estimate	\$ 10,850	T&M, NTE
Task Order 03 Subtotal: \$		115,125

Items marked "Estimated Fee" will be billed on a time and materials basis in accordance with our Standard Hourly Rates.
Items marked "Estimated Max" are a reimbursable expense allowance, which we anticipate will not exceed the stated amount.
Items marked "T&M Budget" will be billed on a time and materials basis according to the budget described above.

Reimbursable Expenses

The costs of reimbursable expenses including Geotechnical Report, plan copying, printing fees and vehicle mileage expenses are included in the estimated fees for the tasks described above. These expenses will be charged at our standard rates for those expenses not included in standard rates.

We are excited for the opportunity to continue our work with CCDC on this project. Should you have any questions or need additional information, please contact me at any time.

Sincerely,



Jason Densmer, PE, Principal

The Land Group, Inc.

Accepted By:

Signature appears on task order

Client Signature

Printed Name & Title

initials

CCDC Boise Canal Multi-Use Pathway Project

The Land Group, Inc.

Work Plan Estimate - Task Order 03 | 08.4.23

Task #	Task Description	Staff Position	Staff Name	Billing Rate	Labor Hours	Fees

Work Plan Estimate Task Order 03

3.1	Project Administration				36	\$6,060.00
3.1	Project Administration - TLG				36	\$6,060.00
		Senior Civil Engineer	Jason Densmer	\$165.00	8	\$1,320.00
		Landscape Architect	Christopher Hawkins	\$145.00	20	\$2,900.00
		Administrative	Misty Rodwick	\$80.00	8	\$640.00
3.1	Project Administration - Musgrove				15	\$1,200.00
		Administrative Assistant	N/A	\$80.00	15	\$1,200.00
	Task 3.1 Subtotal Labor				51	\$6,060
3.2	Design Review & CMGC Selection Assistance				161	\$24,880.00
3.2	Design Review - TLG				72	\$10,760.00
		Senior Civil Engineer	Jason Densmer	\$165.00	22	\$3,630.00
		Landscape Architect	Christopher Hawkins	\$145.00	18	\$2,610.00
		Civil Engineer	Chad Rietze	\$145.00	28	\$4,060.00
		Graphic Designer	Dylan Hull	\$115.00	4	\$460.00
3.2	Design Review - Musgrove				65	\$10,400.00
		Senior Engineer	Nick Schafer	\$160.00	65	\$10,400.00
3.2	Design Review - Ally Structural Consulting				4	\$660.00
		Principal Engineer	Craig Brasher	\$165.00	4	\$660.00
3.2	CMGC Selection Assistance - TLG				20	\$3,060.00
		Senior Civil Engineer	Jason Densmer	\$165.00	8	\$1,320.00
		Landscape Architect	Christopher Hawkins	\$145.00	12	\$1,740.00
	Task 3.2 Subtotal Labor				161	\$24,880
3.3	75% Construction Documents				211	\$31,035.00
3.3	75% Construction Documents - TLG				112	\$16,880.00
		Senior Civil Engineer	Jason Densmer	\$165.00	32	\$5,280.00

CCDC Boise Canal Multi-Use Pathway Project

The Land Group, Inc.

Work Plan Estimate - Task Order 03 | 08.4.23

Task #	Task Description	Staff Position	Staff Name	Billing Rate	Labor Hours	Fees
		Landscape Architect	Christopher Hawkins	\$145.00	16	\$2,320.00
		Civil Engineer	Chad Rietze	\$145.00	64	\$9,280.00
3.3	75% Construction Documents (Wetland Delineation) - EcoSystem Sciences				37	\$4,015.00
		Principal Scientist	Derek Risso	\$140.00	16	\$2,240.00
		Data Scientist	Zach Herzfeld	\$115.00	5	\$575.00
		Environmental Specialist	Conner Jackson	\$75.00	16	\$1,200.00
3.3	75% Construction Documents - Musgrove				40	\$6,400.00
		Senior Engineer	Nick Schafer	\$160.00	40	\$6,400.00
3.3	75% Construction Documents - Ally Structural Consulting				22	\$3,740.00
		Principal Engineer	Craig Brasher	\$170.00	22	\$3,740.00
	Task 3.3 Subtotal Labor				211	\$31,035
3.4	Agency Applications & Approvals				72	\$12,470.00
3.4	Agency Applications & Approvals - TLG				46	\$6,910.00
		Senior Civil Engineer	Jason Densmer	\$165.00	12	\$1,980.00
		Landscape Architect	Christopher Hawkins	\$145.00	16	\$2,320.00
		Civil Engineer	Chad Rietze	\$145.00	18	\$2,610.00
3.4	Agency Applications & Approvals - EcoSystem Sciences				10	\$2,920.00
		Principal Scientist	Derek Risso	\$140.00	10	\$1,400.00
		Data Scientist	Zach Herzfeld	\$115.00	8	\$920.00
		Environmental Specialist	Conner Jackson	\$75.00	8	\$600.00
3.4	Agency Applications & Approvals - Musgrove				8	\$1,280.00
		Senior Engineer	Nick Schafer	\$160.00	8	\$1,280.00
3.4	Agency Applications & Approvals - Ally Structural Consulting				8	\$1,360.00
		Principal Engineer	Craig Brasher	\$170.00	8	\$1,360.00
	Task 3.4 Subtotal Labor				72	\$12,470
3.5	100% Construction Documents				36	\$5,490.00
3.5	100% Construction Documents - TLG				24	\$3,560.00
		Senior Civil Engineer	Jason Densmer	\$165.00	4	\$660.00

CCDC Boise Canal Multi-Use Pathway Project

The Land Group, Inc.

Work Plan Estimate - Task Order 03 | 08.4.23

Task #	Task Description	Staff Position	Staff Name	Billing Rate	Labor Hours	Fees
		Landscape Architect	Christopher Hawkins	\$145.00	4	\$580.00
		Civil Engineer	Chad Rietze	\$145.00	16	\$2,320.00
3.5	100% Construction Documents - Musgrove				10	\$1,600.00
		Senior Engineer	Nick Schafer	\$160.00	10	\$1,600.00
3.5	100% Construction Documents - Ally Structural Consulting				2	\$330.00
		Principal Engineer	Craig Brasher	\$165.00	2	\$330.00
	Task 3.5 Subtotal Labor				36	\$5,490
3.6	Permitting & Construction Services				160	\$24,340.00
3.6	Permitting - TLG				9	\$1,325.00
		Senior Civil Engineer	Jason Densmer	\$165.00	1	\$165.00
		Landscape Architect	Christopher Hawkins	\$145.00	4	\$580.00
		Civil Engineer	Chad Rietze	\$145.00	4	\$580.00
3.6	Construction Services - TLG				114	\$17,050.00
		Senior Civil Engineer	Jason Densmer	\$165.00	26	\$4,290.00
		Landscape Architect	Christopher Hawkins	\$145.00	38	\$5,510.00
		Civil Engineer	Chad Rietze	\$145.00	50	\$7,250.00
3.6	Construction Services - Musgrove				28	\$4,480.00
		Senior Engineer	Nick Schafer	\$160.00	28	\$4,480.00
3.6	Construction Services - Ally Structural Consulting				9	\$1,485.00
		Principal Engineer	Craig Brasher	\$165.00	9	\$1,485.00
	Task 3.6 Subtotal Labor				160	\$24,340
Reimbursable Expense Estimate				Lump Sum		\$10,850
Task Order 03 Total					531	\$115,125.00

8.14 TO3 NTP	10.21 35% CDs for CMGC Pricing	1.2 75% Check Set	2.14 80% Check Set	10.1 Issue 100% Approved Conformanc Set	3.21 Substantial Completion
	11.1 DR Submittal		3.7 USACE Permit Submittal	10.14 Issue NTP for Construction	4.21 Final Completion
			5.1 ACHD Permit Submittal		
			5.1 City Permit Submittal		



**MUSGROVE
ENGINEERING, P.A.**

Bill A. Carter, P.E. – Principal
Todd D. Nelson, P.E. – Principal
Kurt E. Lechtenberg, P.E. – Principal
Jason A. Rice, P.E. – Principal
Thad S. Mason, P.E. – Principal
Matthew N. Bradley, P.E. – Principal

August 3, 2023

The Land Group
462 E. Shore Dr. Suite 100
Eagle, ID 83616

ATTENTION: Christopher Hawkins

RE: Engineering Fee Proposal
Project – CCDC Boise Canal Multi-use Pathway (Tasks 3.1 – 3.6)

Dear Christopher:

We appreciate the opportunity to continue to be a part of your design team on the above referenced project. Based on our understanding of the project, we propose the following fees for our services:

Electrical:

Task 3.1 – Project Administration:

Hourly, with a not-to-exceed amount of..... \$ 1,200.00

Task 3.2 – Design Review & Design Development:

Hourly, with a not-to-exceed amount of..... \$ 10,400.00

Task 3.3 – 75% Construction Documents:

Hourly, with a not-to-exceed amount of..... \$ 6,400.00

Task 3.4 – Agency Application & Approvals:

Hourly, with a not-to-exceed amount of..... \$ 1,280.00

Task 3.5 – 100% Construction Documents:

Hourly, with a not-to-exceed amount of..... \$ 1,600.00

Task 3.6 – Bidding & Construction Assistance:

Hourly, with a not-to-exceed amount of..... \$ 4,480.00

Reimbursable Expenses:

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

The above fees are based on the following scope of work:

Task 3.1 – Project Administration:

- Internal project setup and monthly invoicing.

Task 3.2 – Design Development Documents (Est. 65-Hours):

- Drawing setup
- Site coordination.
- Preliminary lighting and equipment layout
- Electrical calculations
- Preliminary electrical specifications

Task 3.3 – 75% Documents (Est. 40-Hours):

- Finalize lighting and equipment layouts.
- Finalize lighting and equipment schedules.
- Finalize electrical calculations.
- Finalize electrical specifications.

BOISE OFFICE:

234 S. Whisperwood Way
Boise, Idaho 83709
208-384-0585

IDAHO FALLS OFFICE:

645 W. 25TH Street
Idaho Falls, Idaho 83402
208-523-2862

Task 3.4 - ACHD Development Services Submittal and Approval (Est. 8-Hours):

- Prepare electrical submittal package.

Task 3.5 – 100% Documents (Est. 10-Hours):

- Internal QC Review
- Incorporate Owner/Agency review comments.

Task 3.6 – Bidding and Construction Assistance (Est. 28-Hours):

- Respond to contractor questions.
- Review equipment and lighting submittals for prior approval.

Estimated Drawing Count: 12 Sheets

Services provided on an hourly basis shall be at the following hourly rates for 2023.
Services provided beyond 2023 shall be at the rates in effect at the time of service.

Principal.....	\$190.00/hour
Commissioning Agent.....	\$160.00/hour
Energy Modeling.....	\$160.00/hour
Senior Project Engineer.....	\$160.00/hour
Project Manager.....	\$145.00/hour
Project Engineer.....	\$110.00/hour
Senior Project Designer.....	\$105.00/hour
Project Designer.....	\$100.00/hour
CADD Operator.....	\$ 90.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries)	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Christopher. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Nick Schafer, P.E
NS/eby

Project: CCDC Boise Canal Multi-use Pathway (Tasks 3.1 – 3.6)

Client: The Land Group

Approved this _____ day of _____, 2023.

By _____
(Please Print Name & Title) (Signature)



www.musgrovepa.com

OVER 40 YEARS OF
EXCELLENCE

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.



2791 S. Victory View Way
Boise, ID 83709
(208) 376-4748 | oneatlas.com

August 3, 2023
Proposal No. 23-08673

Christopher Hawkins
The Land Group, Inc.
462 East Shore Drive, Suite 100
Eagle, ID 83616
(208) 939-4041
christopher@thelandgroupinc.com

Subject: Geotechnical Investigation Proposal
Boise Canal Multi-Use Pathway
204 3rd Street
Boise, ID 83702
Latitude: 43.611170, Longitude: -116.196751

Dear Christopher Hawkins:

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal for a geotechnical investigation for the Boise Canal Multi-Use Pathway project located at 204 3rd Street within Boise, ID.

The subsurface investigation will be conducted to provide information needed in design of the proposed project. The project is expected to consist of a multi-use pathway that will connect 3rd Street to Broadway Avenue along the Boise City Canal corridor. However, it has been requested that Atlas only provide a geotechnical investigation for the western half of the pathway corridor. The multi-use pathway will consist of a concrete pathway with retaining walls and handrails on either side of the pathway. Additionally, there is a 7-foot grade change in the central portion of the pathway corridor that will require site retaining walls. Due to space constraints on the site, Atlas will not be able to advance a boring within the area that will require site retaining walls. Therefore, Atlas will advance a boring adjacent to this area. Revisions may be required based on final design requirements. This proposal contains our proposed scope of work, fee, and schedule.

SCOPE OF WORK

Exploration and recommendations will be prepared under the supervision of a registered professional engineer. Qualified personnel will perform all field work. In accordance with your request and City of Boise requirements, our proposed subsurface exploration will include the following services:



Subsurface Soils Investigation

- Underground public utility locate services will be contacted prior to commencement of field work. The client, property owner, and/or developer are responsible for private utility locates as Atlas cannot be held responsible for the cost of replacement of utility services.
- Test pits (2 to 3) will be advanced on the site. Test pits will be backfilled at completion of exploration. Surfaces will be left in a rough and somewhat mounded condition. Costs can be determined if additional surface restoration is necessary.
- Borings will be advanced to the following depths and locations: 1 boring to 10 feet adjacent to the proposed pathway area and 1 boring to 25 feet adjacent to the site retaining wall area. Borings will be backfilled at completion of exploration. Excavated soils will be transported off the site. The cost for removal has been included in this proposal.
- Soil will be classified in the field in accordance with applicable standards, including ASTM D2488.
- Representative soil samples will be collected and transported to our laboratory for additional testing, per ASTM or other recognized standards.
- A visual slope assessment will be conducted.
- A Wenner Resistivity Survey will be performed.

Geotechnical Engineering Report

- Information regarding regional geology will be provided.
- Recommended Site Class and Seismic Design Parameters will be provided.
- Results of field and laboratory testing will be included.
- Final logs will be provided based on field classification, laboratory test data, and classification of soils per ASTM D2487. These logs will incorporate all subsurface soil and/or rock profile properties that may affect engineering conclusions.
- A summary of soil conditions encountered will be provided.
- Approximate exploration locations will be provided on a site map.
- A review of localized groundwater conditions will be included.
- At rest, passive, and active static and seismic lateral earth pressure values will be provided.
- Foundations
 - Bearing capacity for applicable foundation types will be provided.
 - Recommended frost embedment depths will be included.
 - Foundation subgrade preparation and drainage recommendations will be presented.
- Applicable concrete pathway recommendations will be provided.
- Fill material type and placement recommendations will be presented.
- Recommendations for construction activities will be included.

COST INFORMATION

The fees outlined in this proposal are based on review of the provided project details and/or documents, as well as our experience on similar projects. The outlined scope of work will be billed on a lump-sum basis for a total fee of \$10,714.00. The cost of services may exceed this



proposed fee if unanticipated conditions are encountered that would warrant additional investigation or analysis, or if the proposed plans are changed from the previously stated understanding of the project. Atlas will notify the client and obtain approval prior to incurring any additional fees on the project. All subsequent services and communications with design consultants or contractors will be charged in accordance with the attached fee schedule.

SCHEDULE

Atlas will proceed with the work on the basis of verbal authorization; however, please sign and return a copy of this proposal. Public underground utility locate services will be notified as required by law once notice to proceed is received. Utility locate services require 2 full business days before subsurface exploration can commence. Atlas anticipates issuing our findings and recommendations within 15 business days from the last date field work is performed or soil samples are obtained. The attached Project Data Sheet provides us with values used in our design calculations. Please consult the project design team, complete the sheet to the fullest extent possible, and return at your earliest convenience. Unless otherwise noted, Atlas will provide only a PDF copy of the final report.

CLOSURE

This proposal is valid for 90 days from the date initiated. If you have any questions regarding this document or if we may be of further service, please contact our office at (208) 376-4748.

Atlas sincerely appreciates this opportunity to provide professional services to you on this project. We look forward to working with your team.

Respectfully submitted,

ATLAS TECHNICAL CONSULTANTS LLC

A handwritten signature in dark ink, appearing to read "Jacob Schlador".

Jacob Schlador, PE
Geotechnical Engineer

Attachment: Fee Schedule
Project Data Sheet



It is proposed that the cost of these services be invoiced on a lump sum basis as outlined below.

	Unit Rate	Units	Subtotal
FIELD INVESTIGATION			
Atlas Field Investigation Fees			\$1,538.20
Excavation Subcontractor Fees			\$600.00
Drilling Subcontractor Fees			\$3,196.00
REPORTING			
Final Report Fees			\$2,240.00
LABORATORY TESTING			
Sieve Analysis (ASTM C117/C136)	\$150.00	2	\$300.00
Atterberg Limits (ASTM D4318)	\$170.00	2	\$340.00
MISCELLANEOUS			
Wenner Resistivity Survey	\$2,500.00	1	\$2,500.00
Meetings/Consultation, per hour (if needed)	\$135.00	0	\$0.00
PROJECT TOTAL:			\$10,714.20

The individual signing below represents and warrants that he/she has full authority to enter into this Agreement on behalf of CLIENT. By signing below, CLIENT is acknowledging and agreeing to [Atlas Technical Consultants, LLC Terms and Conditions](#) (or available upon request). If the individual below lacks such authority, he/she shall be personally responsible for payment of obligations under this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

Atlas Technical Consultants LLC

The Land Group Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____



PROJECT DATA SHEET GEOTECHNICAL INVESTIGATION & RECOMMENDATIONS

If known, please provide the following when returning this data sheet:

1. Project Name: _____
2. Project Manager: _____ Phone Number: _____
3. Site Contact: _____ Phone Number: _____
4. Description of Project: _____

Maximum Wall Loads (klf): _____

Maximum Isolated Column Loads (kips): _____

Multi story building? If yes, how many stories? _____

Basement and/or retaining walls planned? If yes, provide depth. _____

Onsite disposal of stormwater? If yes, provide type of facility. _____

Planned finished floor elevation compared to existing grade? _____

Pavement section required? _____ 10 or 20 year design? _____

Daily truck traffic? _____ Separate truck access areas? _____

What local jurisdiction will govern the following?

Pavements: _____ Stormwater Facilities: _____

klf = kips per linear feet; kips = kilo pounds (1,000 lbs)

5. Distribution of Reports (if paper copies are required, indicate quantity):

Paper Copy	PDF Copy	Paper Copy	PDF Copy
To: _____	To: _____	To: _____	To: _____
Attn: _____	Attn: _____	Attn: _____	Attn: _____

Email: _____

Paper Copy	PDF Copy	Paper Copy	PDF Copy
To: _____	To: _____	To: _____	To: _____
Attn: _____	Attn: _____	Attn: _____	Attn: _____

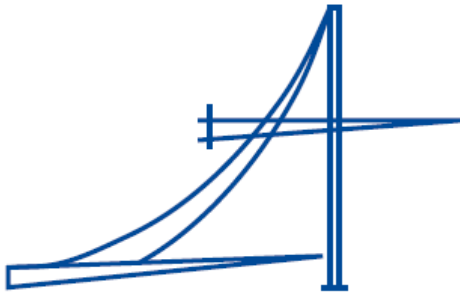
Email: _____

6. Invoice Physical Address: _____

7. Invoice Email Address(es): _____

Agreement

Agreement# A-000439



Ally Structural Consulting, LLC
3778 Plantation River
Suite 102
Boise Idaho 83703

Date : 07-27-2023

Project Name : CCDC Multi-Use Pathway

Client
The Land Group

Project Location : 3rd St. To Broadway,
Boise, ID

Scope & Description	Cost
Construction Documents Hourly Not To Exceed- Stamped structural calculations Stamped structural drawings Up to (4) Design meetings Respond to peer review comments	6,080.00
Construction Administration Hourly Not To Exceed- Respond to contractor requests for information Up to (2) site observation visits Shop drawing/submittal review	1,440.00

Project Description

This project is the design of retaining walls to facility a grade change in a pedestrian path over and adjacent to an irrigation canal. The grade change is anticipated to vary to as much as 10ft. The material and geometry of the solution is still to be determined.

Terms & Conditions

The hourly rate for this project shall be \$160/hour. Payment will be due within 30 days upon receipt. A one and one-half percent (1 ½%) per month interest charge, which is eighteen percent (18%) per year, will be assessed on all past due invoices. In the event that legal action or the services of a collection agency are taken to secure payment of fees due for this project, the Client agrees to pay reasonable legal or collection fees, which may be incurred. All work that is not covered in the Description of Work will be considered extra services and will be billed as such per our hourly rate schedule.

In recognition of the relative risks, rewards and benefits of this project and Ally Structural Consulting's total fee for services, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Ally Structural Consulting's total liability to client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes shall not exceed the total amount of Ally Structural Consulting's fees for services rendered on this project. Such causes include but are not limited to Ally Structural Consulting's negligence, errors, omissions, strict liability, breach of contract and breach of warranty.

Client Signature _____

Please return a signed copy of this agreement to Ally Structural Consulting
so that we may begin work on your project. Thank you.

ECOSYSTEM SCIENCES

202 North 9th Street, Suite 400, Boise, ID 83702 | T 208.383.0226 | F 208.368.0184 | www.ecosystemsciences.com

Scope of Work: Provide Wetland Consultation Services CCDC Boise City Canal Pathway

Scope

The scope of work (SOW) for Ecosystem Sciences is to supply consulting services related to the design and permitting of a pathway for CCDC that will involve potential impacts to Waters of the US associated with Boise city Canal. From our understanding of the project Ecosystem Sciences would perform the following tasks as part of the project:

Task 3.2

- Perform wetland delineation for the project area. Supply partners with mapping products and delineation report.
- Consult with The Land group and the Client (CCDC) on project constraints, design and permitting pathways.
- Perform pre-application consultation with the USACE and any other pertinent agencies (this may involve Boise City Canal Company, Idaho Power, St. Lukes or others as needed. In general, TLG will lead the partner consultation and Ecosystem Sciences will assist upon request.
- Work with the project team to determine the project impacts on wetlands and Waters of the United States.

Task 3.4

- Prepare a Joint Application for Permit (USACE, IDWR, IDEQ) with the help of the consultant team.
- Provide consultation with the client and consultant team and USACE that is frequently required following application submittal.

The following understandings/ assumptions apply to this SOW:

- There will be large areas of Waters of the United States (open water in the canal) and limited wetlands (canal fringes). The trees on the canal bank will require consultation with the USACE as to their status.
- If impacts are over 0.1 acres of vegetated wetlands, it is likely that mitigation will be required. This SOW does not include mitigation planning or permitting. We do not anticipate mitigation requirements on this project.

Timeline

The timing of the project submittals is largely dependent on the project team. We feel the delineation and reporting are straightforward along the Boise City Canal. We anticipate a few weeks to a month to provide the baseline information. Depending on the design process, the application could be submitted in late spring, early summer.

Budget

This project will be on a time and materials basis based on the cost structure outlined below. We estimate the effort described in the scope above to cost approximately \$6,935. We propose a do not exceed amount of \$6,935. Invoicing will occur monthly that includes tasks performed and work accomplished, as well as a budget update.

The primary people assigned to this project will be Derek Risso, Zack Herzfeld, and Conner Jackson. If the project requires additional work beyond the approved \$6,935 do not exceed, email approval from the client will be required.

3.2 Design Development and Design Review

Ecosystem Sciences Staff Rate Schedule	Hourly Rate	Hours	Cost
Tim Maguire (Biogeographer, GIS Expert)	\$140	0	0
Derek Risso (Ecologist, Principal Scientist)	\$140	16	2,240
Zach Hill (Landscape Architect)	\$140	0	0
Zach Herzfeld (GIS analyst, Data Scientist)	\$115	5	575
Conner Jackson (Environmental Specialist)	\$75	16	1,200
		37	4,015

3.4 Agency Application & Approvals

Ecosystem Sciences Staff Rate Schedule	Hourly Rate	Hours	Cost
Tim Maguire (Biogeographer, GIS Expert)	\$140	0	0
Derek Risso (Ecologist, Principal Scientist)	\$140	10	1,400
Zach Hill (Landscape Architect)	\$140	0	0
Zach Herzfeld (GIS analyst, Data Scientist)	\$115	8	920
Conner Jackson (Environmental Specialist)	\$75	8	600
		26	2,920

Total	63	6,935
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AGENDA BILL

Agenda Subject: Consider Resolution 1831: 8th Street Streetscape and Bikeway Improvements. Ranking for RFQ: Construction Manager / General Contractor (CM/GC)		Date: August 14, 2023
Staff Contacts: Kelly Burrows Project Manager Kathy Wanner Contracts Manager	Attachments: A. Resolution 1831 B. Request for Qualifications – issued June 14, 2023 C. Final Evaluation Tally	
Action Requested: Adopt Resolution 1831 approving the ranking for the RFQ: Construction Manager / General Contractor (CM/GC) for the 8th Street Streetscape and Bikeway Improvements Project and authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor (CM/GC) Agreement.		

Background:

The 2018 ACHD Roadways to Bikeways Plan Update and the 2016 ACHD North Boise Bicycle and Pedestrian Plan identify the 8th Street corridor as a key north-south bike route connecting residential areas of the North End to a myriad of destinations in downtown Boise, as well as the Boise River Greenbelt and BSU. The Agency continues to advance the vision for the corridor with the 8th Street Streetscape and Bikeway Improvements Project between State Street and Franklin Street in the Westside District. The project includes investment in public infrastructure to extend low-stress bike facilities as well as upgrade streetscapes, underground existing overhead utilities and improve transit facilities.

Improvements anticipated with this project include:

- Reallocation of one northbound travel lane and on-street parking on one side of the street to raised and separated northbound and southbound bike lanes.
- Improved 8th St streetscapes adjacent to 800 W. State, 815 W. Washington and 622 N. 8th Street.
- Undergrounding of overhead electrical and telecommunication facilities located on the west side of 8th Street between State St and Franklin St.
- Improving existing fixed-route transit facilities located adjacent to 622 N. 8th Street.
- Improving on-street ADA-accessible parking facilities adjacent to 514 N. 8th Street.

The program of improvements is extensive and will require precise planning and coordination. Due to the complexities inherent to streetscape construction in the downtown core, the level of pedestrian, bicycle and vehicle traffic in the area, and the proximity to the churches, schools, and the State Capitol, the Agency determined the best approach for this project would be to utilize the Construction Manager / General Contractor (“CM/GC”) construction delivery method.

The CM/GC Delivery Method:

The CM/GC is selected through a qualifications-based selection process in accordance with Idaho Code. For public works construction, CM/GCs must hold both a Construction Manager license and a Public Works Contractor license. Throughout the project the CM/GC represents the Agency to ensure a predictable and manageable construction project that can be built on time and within the budget. The Agency has hired a CM/GC on nine prior occasions with success.

The Agency selected Kittelson & Associates, Inc. to provide design services for the project. During pre-construction, the CM/GC collaborates with the design team and Agency to review and modify the design as needed to improve constructability, estimate costs of the design, and develop a logistics and phasing plan for construction. Around the 90% design stage, the Board will oversee amendment of the contract to provide for the Guaranteed Maximum Price (GMP) for construction. The GMP is a key benefit of all CM/GC contracts: the contractor guarantees the construction price – making the contractor “at risk” if the price goes higher. At that point, the CM (Construction Manager) becomes the GC (General Contractor) to construct the project.

Hiring the CM/GC:

The Agency issued a Request for Qualifications (RFQ) on June 14, 2023, inviting licensed CM/GC companies to submit Statements of Qualifications (SOQ). Public notice was published in the Idaho Statesman newspaper on June 14 and June 21. Notice was also sent to nine general contractors holding the requisite Construction Manager license. A pre-proposal meeting was held on June 22.

Two companies submitted qualifications by the July 13, 2023 submission deadline: Guho Corp. and McAlvain Construction, Inc. Each of these companies is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their SOQs.

The Agency convened an evaluation panel of Agency staff and the project consultant. The two SOQs received were evaluated first for compliance with the technical requirements as prescribed in the RFQ – both firms met these requirements. They were then ranked based on qualifications and demonstrated competence. On July 26, 2023, the evaluation panel conducted brief phone conversations with each of the two firms to gain further understanding of the proposals. Each firm was evaluated on the criteria specified in the RFQ: company profile, CM/GC project team, experience and past performance, and project management. The panel members ranked **McAlvain Construction, Inc.** as the top-ranked firm.

The panel concluded that McAlvain Construction, Inc. exhibits a well-orchestrated team approach that is built on a depth of CM/GC experience. The effective construction management approach presented by the company, coupled with their depth of resources, current team and consultant experience with the Rebuild 11th Street project, and influence within the local subcontracting community, offers the Agency schedule and budget certainty in today’s construction market. McAlvain Construction’s can-do attitude is bolstered by strong communication methods. In short, McAlvain Construction, Inc. offers a highly qualified team backed by a sophisticated, local

construction company that is dedicated to giving the 8th Street Streetscape and Bikeway Improvements project the company's full attention.

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

Fiscal Notes:

The CM/GC agreement shall define the terms of the contractual relationship between the Agency and the chosen firm, including the hourly rates charged for the CM/GC services. The approved FY2023 budget and forecasted FY2024 budget include sufficient funding for this project.

Staff Recommendation:

Adopt Resolution 1831 approving the ranking for the RFQ: CM/GC for the 8th Street Streetscape and Bikeway Improvements Project and authorizing the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth by state statute.

Suggested Motion:

I move to adopt Resolution 1831 approving the ranking for the RFQ: CM/GC for the 8th Street Streetscape and Bikeway Improvements Project and authorizing the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement for the 8th Street Streetscape and Bikeway Improvements Project.

ATTACHMENT A
RESOLUTION 1831

RESOLUTION NO. 1831

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE RANKING FOR THE AGENCY'S REQUEST FOR QUALIFICATIONS FOR A CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) FOR THE 8TH STREET STREETScape AND BIKEWAY IMPROVEMENTS PROJECT IN ACCORDANCE WITH IDAHO CODE SECTION 67-2320; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE THE CM/GC AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, in cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to certain portions of 8th Street between State Street and Franklin Street, including: construction of elevated bike facilities, sidewalk, curb and gutter, pedestrian ramps, fiberoptic conduit bank, and storm drain modifications; installation of new street trees, suspended pavement systems (for tree growth and stormwater storage), historic streetlights, street furnishings, and Rectangular Rapid Flashing Beacons (RRFB); undergrounding of overhead utilities; and fabrication and installation of pedestrian railing, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the complexities of the Project construction site and the unique improvements and enhancements that are planned, and due to the desired timelines associated

with Project construction, the Agency determined that the best approach for construction of the improvements is to hire a Construction Manager/General Contractor ("CM/GC"); and,

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

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

WHEREAS, the Agency published the requisite public notice of the RFQ in the *Idaho Statesman* newspaper on June 14 and June 21, 2023; and,

WHEREAS, the SOQ submissions were due to the Agency on July 13, 2023, by 3:00 p.m., and the Agency did receive two (2) SOQs from the following firms: Guho Corp. and McAlvain Construction, Inc.; and,

WHEREAS, the Agency examined the two (2) SOQs and, based on the information provided, found that each firm gave sufficient information regarding the pre-qualification criteria stated in the RFQ and that each firm held the requisite Construction Manager License and correct Public Works License, and,

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

WHEREAS, after reviewing the SOQs, the Agency conducted follow-up phone calls with each firm in order to clarify information in the SOQs; and,

WHEREAS, following the evaluation of the SOQs and the phone calls, the Agency ranked the SOQs as follows:

1. McAlvain Construction, Inc.
2. Guho Corp; and,

WHEREAS, the panel's collective scoring showed that McAlvain Construction, Inc. was the best qualified and highest ranked proposer because:

- McAlvain Construction, Inc. exhibits a well-orchestrated team approach built on a depth of CM/GC experience;
- McAlvain Construction, Inc.'s work with the Agency on projects, including the Grove Plaza Renovation and the current Rebuild 11th Street project is commendable;
- McAlvain Construction, Inc. exhibits a solid pre-construction strategy and sophisticated project tracking processes;

- McAlvain Construction, Inc.'s effective construction management approach, coupled with its depth of resources and influence within the local subcontracting community, offers the Agency schedule and budget certainty in today's construction market;
- McAlvain Construction, Inc.'s can-do attitude is bolstered by strong communication methods; and,
- McAlvain Construction, Inc. offers a highly qualified team backed by an experienced, local construction company that is dedicated to giving the 8th Street Streetscape and Bikeway Improvements project the company's full attention.

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

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the ranking for its RFQ – CM/GC 8th Street Streetscape and Bikeway Improvements Project and to authorize the Agency Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth in Idaho Code § 67-2320.

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

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

Section 2: That the Agency Board affirms the following ranking for the RFQ – CM/GC 8th Street Streetscape and Bikeway Improvements Project:

1. McAlvain Construction, Inc.
2. Guho Corp.

Section 3: That the Agency Board authorizes the Agency Executive Director to negotiate a Construction Manager / General Contractor Agreement with the top-ranked proposer, McAlvain Construction, Inc., for the 8th Street Streetscape and Bikeway Improvements Project, and in the event an agreement cannot be reached, that the Agency Executive Director is authorized to negotiate the agreement with the next ranked proposer, and so forth, in accordance with Idaho Code § 67-2320.

Section 4: That the Board authorizes the Agency Executive Director, upon successful negotiations, to finalize, sign, and enter into the Construction Manager / General Contractor Agreement consistent with the Board's stated instructions at the August 14, 2023, Agency Board Meeting and further authorizes the Agency Executive Director to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all necessary conditions have occurred; and further, the Agency Executive Director is authorized to perform any and all other duties required pursuant to the Construction Manager / General Contractor Agreement, including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on August 14, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on August 14, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT B
REQUEST FOR QUALIFICATIONS



REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) SERVICES

8TH STREET STREETSCAPE AND BIKEWAY IMPROVEMENTS PROJECT

PROPOSALS DUE: JULY 6, 2023 by 3 P.M. local time

June 14, 2023

Dear Proposer:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) will accept submissions about qualifications to perform Construction Manager / General Contractor (CM/GC) services for its 8th Street Streetscape and Bikeway Improvements Project between State Street and Franklin Street. Proposers must be licensed in Idaho with both construction manager and public works contractor licenses.

CCDC seeks to hire a CM/GC to deliver a complex, multi-layer public works improvements project in the Westside Urban Renewal District. This project will incorporate construction of streetscape improvements, bike infrastructure improvements, coordination with utility providers, stormwater modifications and pavement reconstruction in the public right-of-way including unique features such as elevated and protected bike facilities, street furnishings, historic street lights, suspended pavement systems (green storm water infrastructure), conduit banks, and utility infrastructure upgrades (i.e. undergrounding of existing overhead utility lines). The construction may be phased to coincide with adjacent private development.

Proposals must be delivered **electronically** prior to **3:00 p.m. local time on July 6, 2023** at this email address: bids@ccdcboise.com. Proposals will be evaluated on the basis of qualifications as specified in this Request for Qualifications (RFQ). A selection committee will evaluate each of the proposals and may choose to conduct interviews with one or more of the Proposers.

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

A Pre-Proposal Meeting will be held on ZOOM on June 22, 2023, at 10:00 a.m. Attendance is strongly recommended but not required. Information about the Pre-Proposal Meeting is provided in Section 4.1 of this document.

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



Kathy Wanner
Contracts Manager



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

INSTRUCTIONS TO PROPOSERS

1.1 Proposal Information

Please follow these instructions for submitting a proposal.

PROPOSAL DEADLINE is 3:00 p.m. local time, July 6, 2023

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

Please include this subject line on the email:

“RFQ SUBMITTAL: CM/GC SERVICES – 8TH STREET STREETScape AND BIKEWAY IMPROVEMENTS”

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

PROJECT INFORMATION

2.1 Background

The project area is composed of the public right-of-way on 8th Street between State Street and Franklin Street.

With the help of our consultant team lead by Kittelson & Associates, CCDC executed an extensive Concept Analysis Phase in which numerous design alternatives were investigated by the design team; vetted with the public, property owners, stakeholder groups, and partner agency staff; and ultimately considered by the Boise City Council and the Ada County Highway District (ACHD) Commission. In fall 2022, the ACHD Commission selected Concept A as the preferred alternative. Following adoption of the preferred concept, the design team prepared preliminary design (i.e. Design Review) documents, which were submitted to the City of Boise on June 8, 2023. An excerpt of the City of Boise Design Review Application submittal is included as Exhibit C with this RFQ.

CCDC envisions creating a unique urban space that will focus on multi-modal transportation through the use of universal/accessible design best practices with the goal of drawing more people and economic activity to the area and being a catalyst for private investment in the area. Anticipated improvements include construction of elevated bike facilities, sidewalk, curb and gutter, pedestrian ramps, fiberoptic conduit bank, and stormdrain modifications; installation of new street trees, suspended pavement systems (for tree growth and stormwater storage), historic streetlights, street furnishings, Rectangular Rapid Flashing Beacons (RRFB); undergrounding of overhead utilities; and fabrication and installation of pedestrian railing.

In July 2021, CCDC selected Kittelson & Associates as its Design Professional of Record for the project. Kittelson, in coordination with Jensen-Belts Associates, QRS Consulting and Musgrove

Engineering, will be meeting with public agencies and stakeholders to coordinate design and to gain approvals as well as working closely with the CM/GC during pre-construction and construction phases.

Improvements constructed through this project will be extended further north to Union Street in the future by ACHD under a separate project. Improvements must be constructed prior to the termination of the Westside URD (September 30, 2026).

Additional project information can be found here: <https://ccdcboise.com/ccdc-projects/8th-street-improvements-state-street-to-franklin-street/>

2.2 Project Budget

CCDC has budgeted approximately \$1.5M for CM/GC Pre-Construction Services and Construction of the improvements listed in this document (i.e. excludes consultant design costs and anticipated utility relocation costs associated with undergrounding overhead power and telecommunication lines).

Budget control is critical to the success of this project. The CM/GC shall provide current market pricing as a basis of its cost estimates during design. Furthermore, the CM/GC will be expected to make necessary recommendations so that the final construction cost for the work does not exceed the budget.

2.3 Contemplated Improvements

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

- **Streetscape Improvements: 8th Street, State to Franklin**
 - Select reconstruction of streetscapes compliant with the City of Boise's Streetscape Standards, including suspended pavement systems.
 - Replacement or addition of pressurized irrigation system and street trees.
 - Installation of historic street light pole assemblies.
 - Fabrication and installation of pedestrian railing (2 locations)
 - Installation of RRFB at Washington and Franklin intersections
 - Construction of ADA-compliant parking stalls on both 8th Street and State Street adjacent to St. Michael's campus.
 - Coordination with ACHD's State Street DBIP Improvements project planned for 2025 as well as several private redevelopment projects being proposed along 8th Street.
 - Coordination with ACHD's Franklin Street Bikeway project (in concept development, no construction year identified yet)
- **Bikeway Improvements: 8th Street, State to Franklin**
 - Installation of an elevated and protected bike facility, including signage and pavement markings
- **Pavement Reconstruction: 8th Street, State to Franklin**
 - Asphalt repaving
 - Green storm water facilities may be constructed to address existing storm water drainage issues

- Adjust existing utilities within the project area
- Coordinate utility upgrades by private utility providers
- **Conduit Bank Construction: 8th Street, State to Franklin**
 - Potential bid additive alternate based on project costs. Pre-construction assistance desired to determine feasibility.
 - Install underground conduit runs and vaults for future fiber optic and telecommunication expansion.
 - Installation may require a combination of trenching and directional boring.

2.3 Project Schedule

Kittelson submitted for City of Boise Design Review (DR) approval in early June 2023. The successful CM/GC will be given the concept design plans and full DR submittal in order to develop an initial estimate. Preconstruction is expected to start in August 2023 and continue until the last Guaranteed Maximum Price (GMP) is approved. Construction is expected to start March 2024 and be completed within 6-9 months. Construction may be phased to build streetscapes adjacent to the various private redevelopment projects being proposed along 8th Street.

2.4 CM/GC Scope of Services

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

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

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

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

Construction Phase Services:

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
 - Manage the construction process including coordination, planning, trade contractor management, submittals management, and requests for information;
 - Coordinate with the CCDC's project manager and design team;
 - Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, et cetera.
 - Manage accounting of multiple project scopes and funding sources as requested by CCDC
 - Review and negotiate change orders, coordinate safety programs, resolve issues and claims;
 - Conduct and coordinate inspections, review and pay trade invoices, update construction schedules;
 - Conduct coordination meetings; and
 - Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections.
- Obtain permission from and coordinate access with public and private property owners affected by the construction activity.

2.5 Special Instructions

Throughout the project, the CM/GC shall provide CCDC with professional construction management and contractor services and represent CCDC's interests in completing the project on time, within set budgets, and as planned with minimum difficulties. The Standard Agreement and General Conditions between Owner and Construction Manager (Where the CM is At-Risk) will form the basis of agreement for CM/GC services to be entered into for the project; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by the parties.

GENERAL CONDITIONS

3.1 Intent of RFQ

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

3.2 Reserved Rights

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

3.3 Public Records

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

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

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

3.4 Insurance

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

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

3.5 Bonding

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

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

3.6 Taxes

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

3.7 Legal Residency Requirement

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

3.8 Dual-Capacity License Requirements

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

SUBMISSION, EVALUATION, AND SELECTION

4.1 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on ZOOM on June 22, 2023, at 10:00 a.m. The design team will be in attendance to explain the project and answer questions. Attendance by Proposers is strongly recommended, but not required.

Join Zoom Meeting

<https://ccdcboise.zoom.us/j/86139931734?pwd=WnpCZE42OVZTYkhQMVFw0h2U0lrQT09>

Meeting ID: 861 3993 1734

Passcode: 606763

One tap mobile

+12532050468,,86139931734#,,,,*606763# US

+12532158782,,86139931734#,,,,*606763# US (Tacoma)

4.2 Required Submission Materials and Format

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ and the scope of services outlined in Section 2.4.

Proposers must submit a PDF of the following completed forms via email by the due date and time:

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

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

4.3 Addenda

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

4.4 Scoring

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

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

RFQ Submittal Cover Sheet (Exhibit A) 5 Points

RFQ Waiver and Release (Exhibit B) 5 Points

Signed Cover Letter (Limit 1 page) 5 Points

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

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

a. Company Profile: 25 Points

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

b. Proposed CM/GC Project Team Staff: 40 Points

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

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

c. Proposer Experience and Past Performance: 40 Points

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

Provide the following key information for each noted project:

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

d. Project Approach, Work Plan, & Schedule: 50 Points

i. Project Approach

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

ii. Work Plan, including Schedule

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

iii. Conduct of Construction

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

e. Project Management : 30 Points

i. Preconstruction Services

Outline a specific approach to guide the review of preliminary drawings and specifications and the review of subsequent revisions to final construction

documents. Detail how the review will ensure constructability and how the Proposer will successfully propose changes to the drawings if deemed necessary.

ii. Budget Control/Value Engineering

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

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

iii. Scheduling

Describe your approach to integrating work efforts with the adjacent property owners and anticipated private development projects adjacent to or near the project sites. Describe work strategies you will employ and examples of past successes working with adjacent property owners.

Describe methods used to coordinate with utility providers for utility undergrounding efforts as well as relocations/adjustments to existing utilities to ensure timely execution of utility work ahead of or in concert with other project work.

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

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

4.5 Evaluation of Proposer

Proposals will be evaluated based on the Proposer's response and qualifications by a selection committee that may include CCDC employees, partner agency staff and/or consultants. Before a CM/GC is selected, CCDC will conduct reference investigations and may conduct interviews to evaluate the Proposer's ability to perform the size and type of work anticipated and to

determine the quality of the service being offered. By submitting a proposal, the Proposer authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Proposers will be evaluated based on the information described in this RFQ.

4.6 Qualification-Based Selection

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

4.7 Modification or Withdrawal of Proposal

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

4.8 QUESTIONS

Any questions, clarifications or objections must be received no later than 4:00 pm June 27, 2023

Direct questions to: Kathy Wanner, Contracts Manager
(208) 391-7304 or kwanner@ccdcoise.com

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: 8th Street Streetscape and Bikeway Improvements Design Review Plans (Preliminary Plans)

EXHIBIT A

RFQ: CM/GC SERVICES – 8TH STREET STREETScape AND BIKEWAY IMPROVEMENTS
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)

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

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

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

SIGNATURE: X _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

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

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

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

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

Proposer's Signature: **X** _____

Print Name: _____

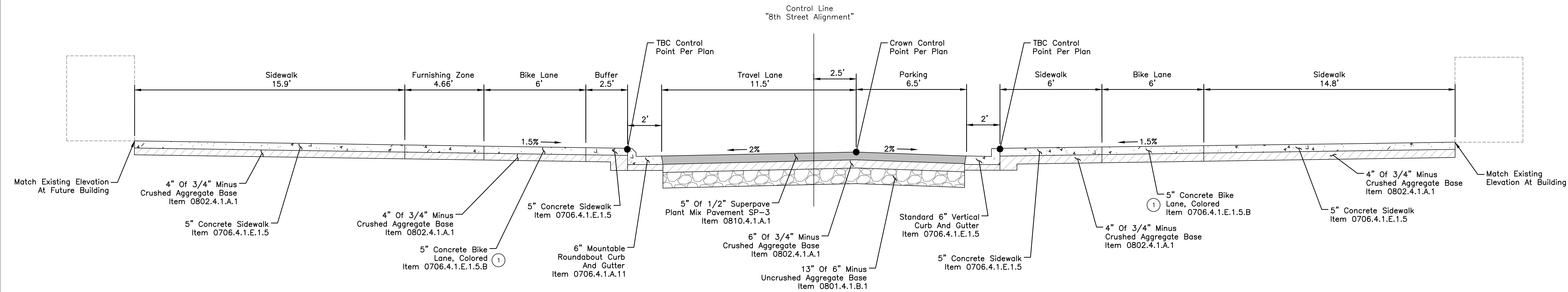
Print Title: _____

Name of Firm: _____

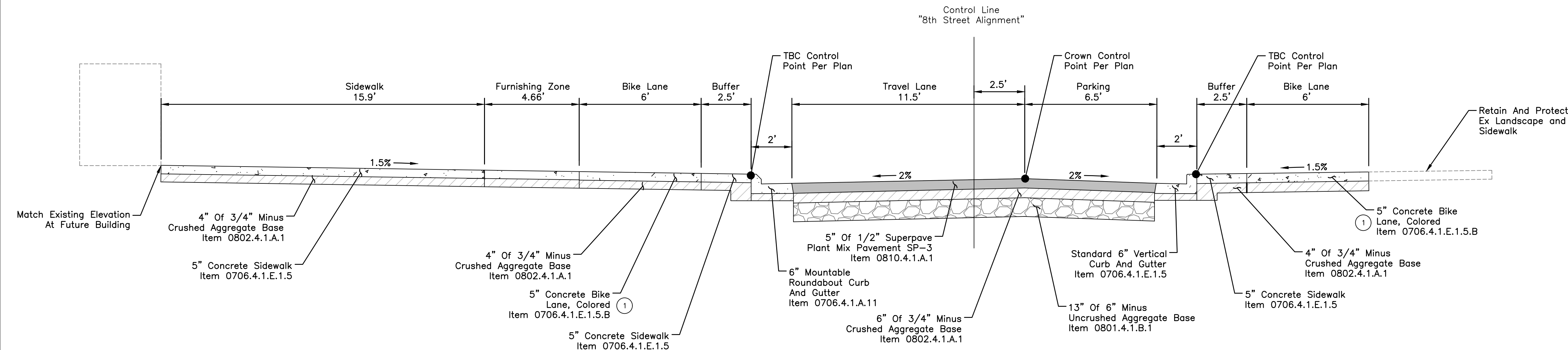
Date: _____

Exhibit C - Design Review Application Plans

"8th Street Alignment"
Sta 101+00.00 to Sta 102+14.30



"8th Street Alignment"
Sta 102+14.30 to Sta 104+38.00



GENERAL NOTES

- 1 Colored Concrete Bike Lane:
- Dark Concrete Color: 920 Onyx, Solomon Colors, Inc. Or Approved Equal
- 8% Load Rate Per LB Of Cement Per Bag. 4000 PSI 6 Sac Mix
- Sawcut Joints Required, Medium Broom Finish
- Contractor To Provide Colored Sample Panel For Approval By CCDC
1. Typical Sections Provide Typical Cross Sectional Elements, Depths, Widths, Materials, And Slopes Over Approximate Station Ranges. Dimensions Shown Are Typical. Sawcut Locations, Pavement Transitions, Cross Slopes, And Shoulder Widths Vary At Some Locations. See Roadway And Grading Plans For Detailed Geometry.

KITTELSON & ASSOCIATES
101 S CAPITOL BOULEVARD, SUITE 600
BOISE, ID 83702
P 208.338.2683 F 208.338.2685



Revisions:

• S I G N A T U R E S •

Design By: JER Date: 06/2023 Drawn By: SAM Date: 06/2023

TYPICAL SECTIONS

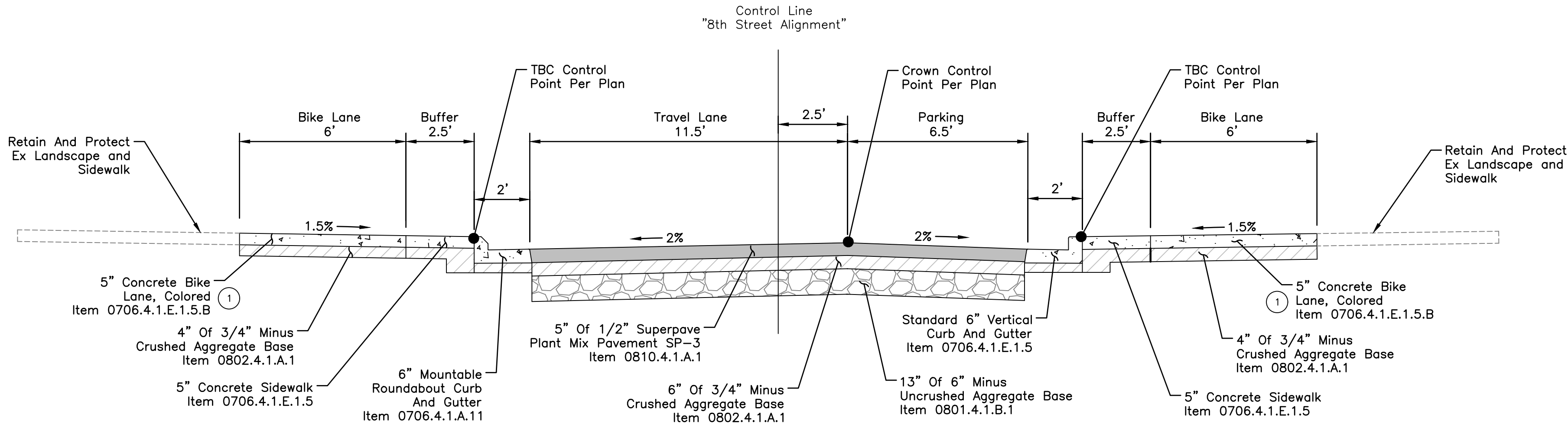
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FOR
CONSTRUCTION

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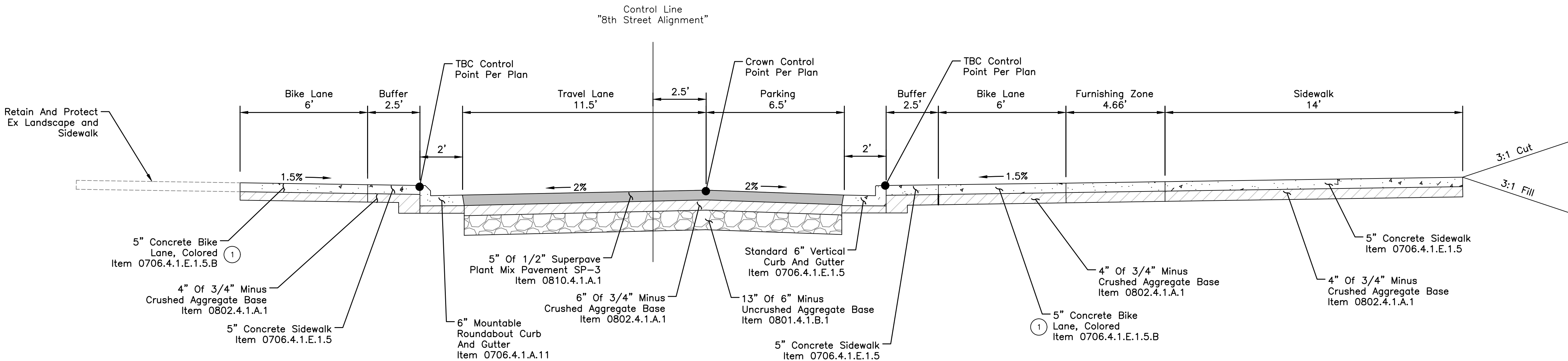


Exhibit C - Design Review Application Plans

"8th Street Alignment"
Sta 104+38.00 to Sta 106+00.00



"8th Street Alignment"
Sta 106+00.00 to Sta 107+80.00



GENERAL NOTES

1. Colored Concrete Bike Lane:
Dark Concrete Color: 920 Onyx, Solomon Colors, Inc. Or Approved Equal
8% Load Rate Per LB Of Cement Per Bag. 4000 PSI 6 Sac Mix
Sawcut Joints Required, Medium Broom Finish
Contractor To Provide Colored Sample Panel For Approval By CCDC
1. Typical Sections Provide Typical Cross Sectional Elements, Depths, Widths, Materials, And Slopes Over Approximate Station Ranges. Dimensions Shown Are Typical. Sawcut Locations, Pavement Transitions, Cross Slopes, And Shoulder Widths Vary At Some Locations. See Roadway And Grading Plans For Detailed Geometry.

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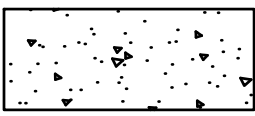
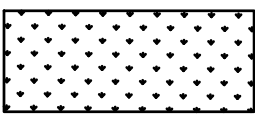

TYPICAL SECTIONS

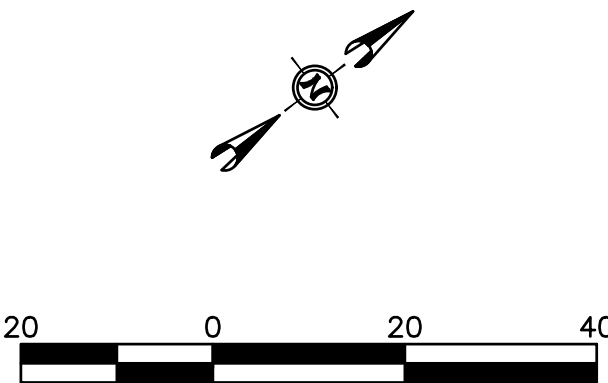
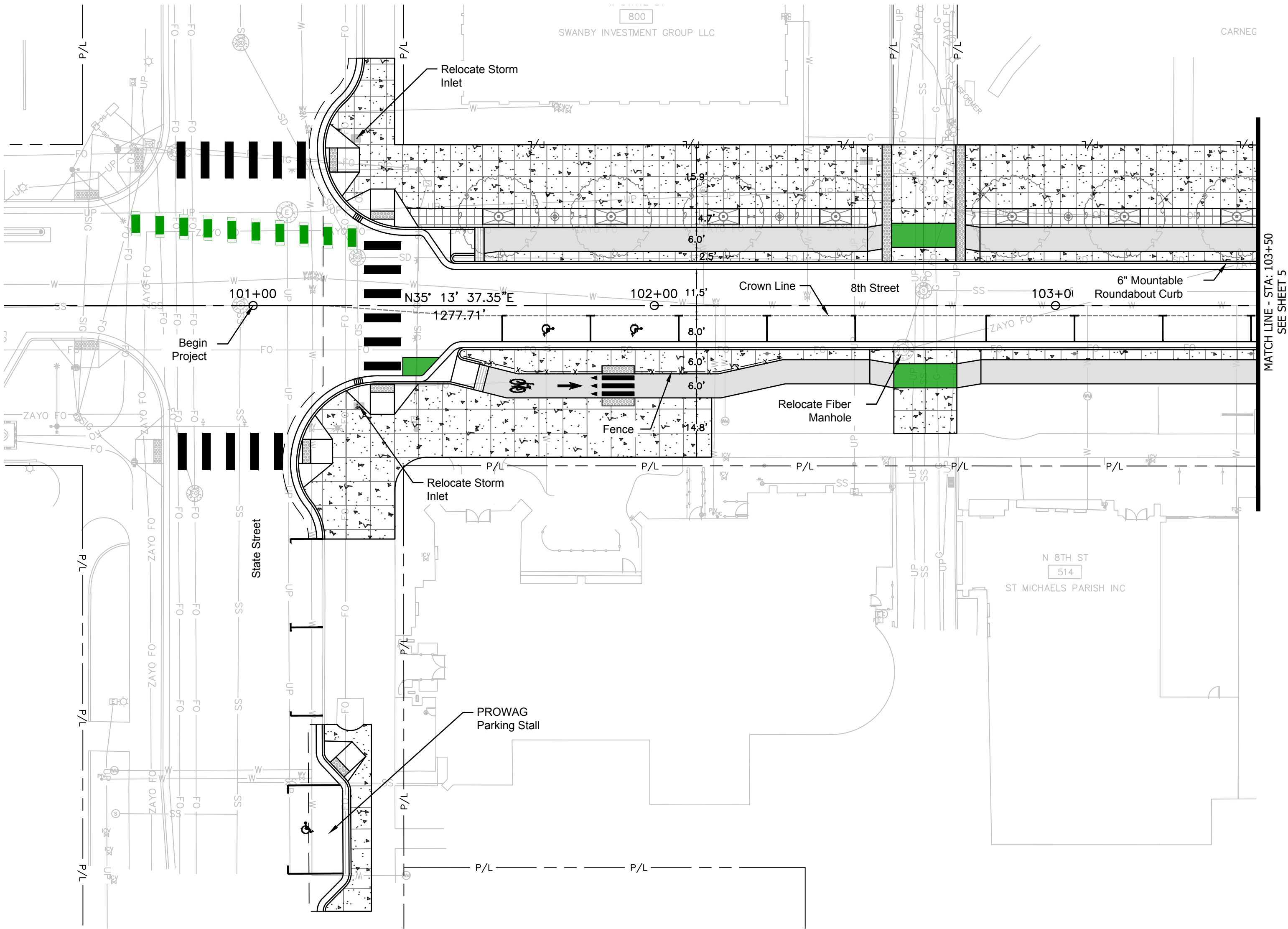
Design By: JER Date: 06/2023 Drawn By: SAM Date: 06/2023



Exhibit C - Design Review Application Plans

LEGEND

-  Raised Concrete Bike Lane
-  Sidewalk Reconstruction
-  Landscaping Repair
-  Green Painted Bike Lane



KITTELSON & ASSOCIATES
101 S CAPITOL BOULEVARD, SUITE 600
BOISE, ID 83702
P 208.338.2683 F 208.338.2685

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Design By: JER Date: 06/2023 Drawn By: SAM Date: 06/2023

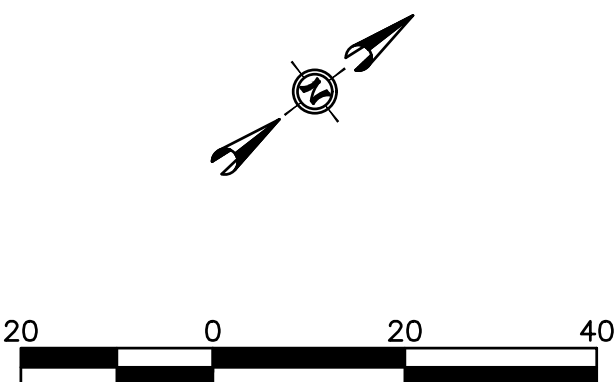
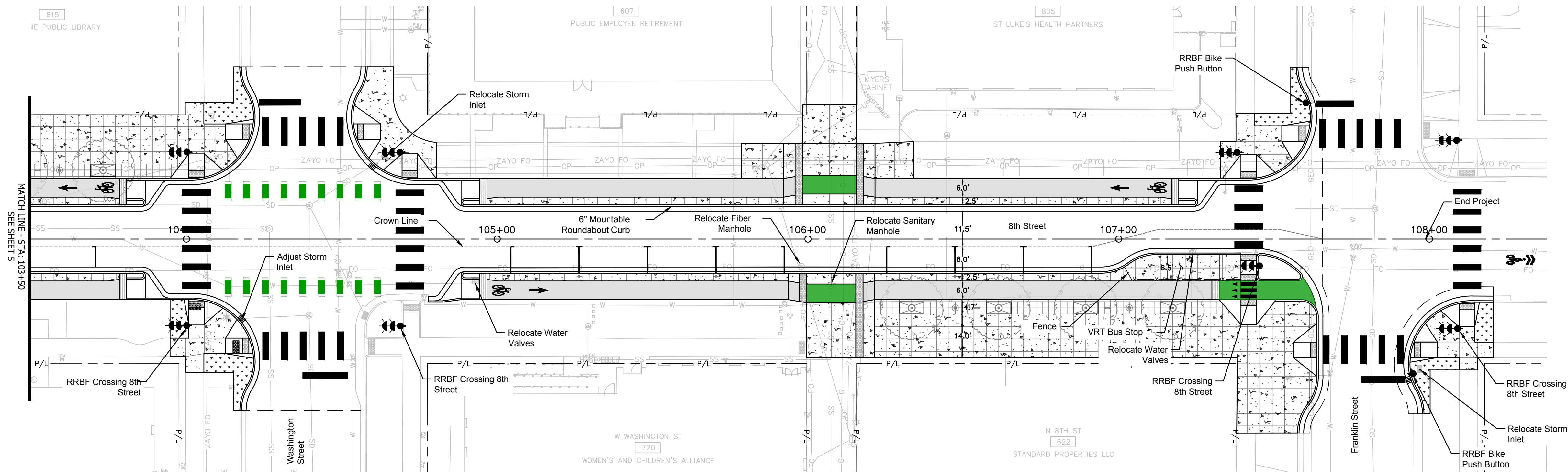
CIVIL PLAN



Exhibit C - Design Review Application Plans

LEGEND

- Raised Concrete Bike Lane
- Sidewalk Reconstruction
- Landscaping Repair
- Green Painted Bike Lane



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P 208.338.2683 F 208.338.2685

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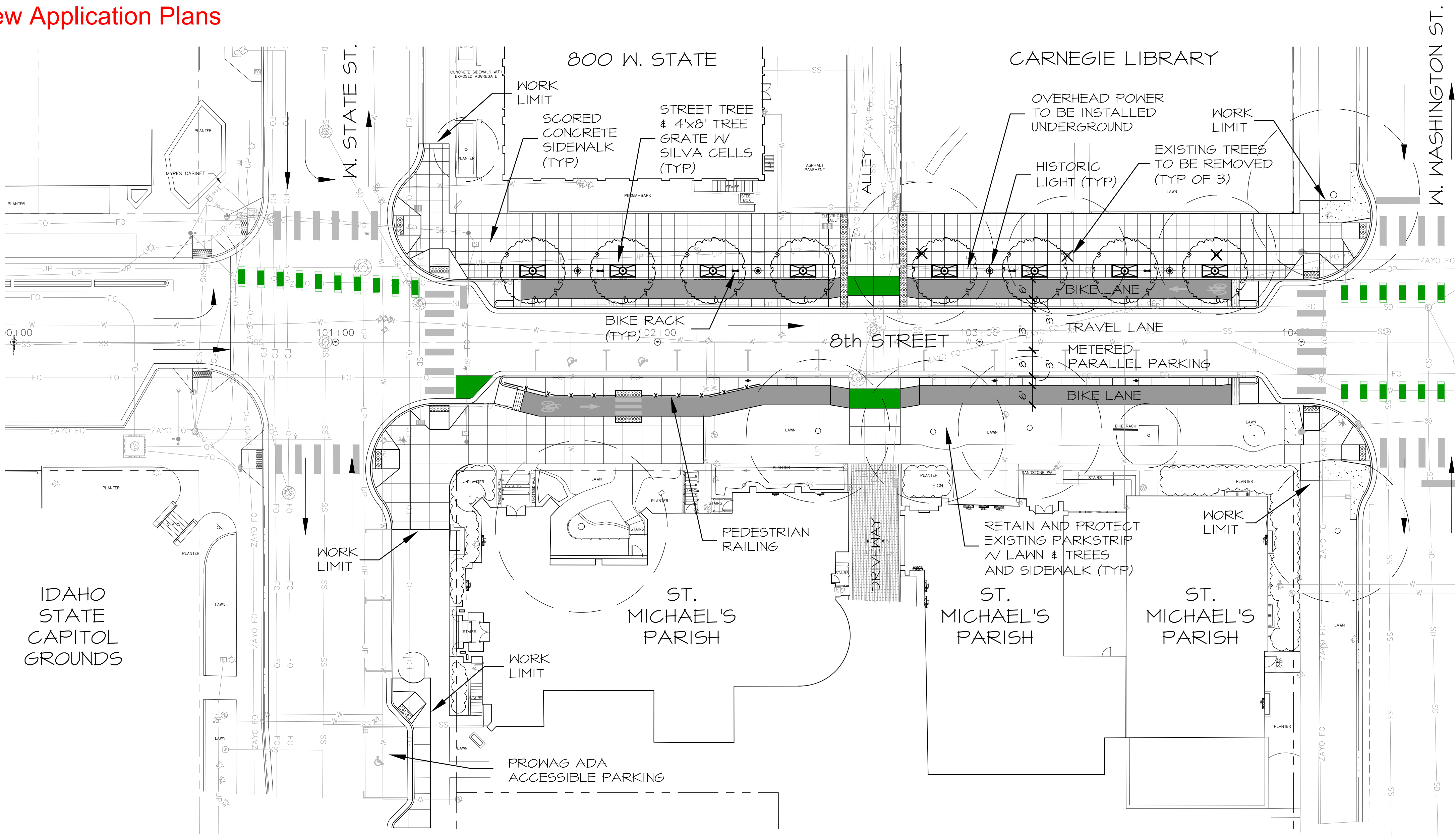
Revisions:

• S I G N A T U R E S •

CIVIL PLAN

Design By: JER Date: 06/2023 Drawn By: SAM Date: 06/2023

Exhibit C - Design Review Application Plans



GENERAL NOTES :

1. THE PROPOSED 8TH STREET BIKEWAY WILL BE RAISED TO AN ELEVATION BETWEEN THE STREET FINISH GRADE AND THE ADJACENT SIDEWALK FINISH GRADE TO GIVE THE BIKEWAY A LOW-STRESS, PROTECTED BIKING EXPERIENCE. BIKEWAY DESIGN TO BE IN ACCORDANCE WITH THE APPROVED 8TH STREET BIKEWAY CONCEPT DESIGN PREPARED BY KITTELSON & ASSOCIATES, INC. - DECEMBER 2022.
2. STREETScape WILL CONFORM WITH THE BOISE CITY DOWNTOWN STREETScape STANDARDS & SPECIFICATION MANUAL.
3. STREET TREES SHALL BE IRRIGATED WITH AN AUTOMATIC, UNDERGROUND DRIP SYSTEM.
4. MODULAR SUSPENDED PAVING SYSTEM (SILVA CELLS) TO BE INSTALLED SUBSURFACE BELOW CONCRETE SIDEWALK WHERE STREET TREES ARE PLANTED IN TREE GRATES. AIM TO INCREASE SOIL VOLUMES TO SUPPORT LARGE, HEALTHY TREE GROWTH AND STORMWATER COLLECTION DURING RAIN EVENT (IF APPLICABLE DUE TO ADJACENT BUILDING BASEMENT CONDITIONS).
5. STREETScape ADJACENT TO ACCESSIBLE PARKING SPACES SHALL REMAIN FREE FROM STREETScape FURNISHING OBSTRUCTIONS (BENCH, PLANTER AND BIKE RACK).

EXISTING STREET TREE TO BE RETAINED OR REMOVED :

- STATE ST. TO WASHINGTON ST. -
EAST SIDE - ALL EXISTING TREES TO BE RETAINED AND PROTECTED.
WEST SIDE - THREE (3) LINDEN TREES - 18-24" CAL EACH, TO BE REMOVED.
CONDITION POOR - HAVE BEEN TOPPED DUE TO OVERHEAD POWER LINES.
- WASHINGTON ST. TO FRANKLIN ST. -
EAST SIDE - ALL EXISTING TREES TO BE RETAINED AND PROTECTED.
WEST SIDE - ALL EXISTING TREES TO BE RETAINED AND PROTECTED.

PROPOSED STREET TREES :
NEW STREET TREES WILL BE PLANTED IN TREE WELLS WITH GRATES (WITH SUBSURFACE SILVA CELLS) ON 8TH ST. BETWEEN STATE ST. AND FRANKLIN ST. AS FOLLOWS:

- STATE ST. TO WASHINGTON ST. -
8 - SKYLINE HONEYLOCUST GLEDITSIA TRIACANTHOS 'SKYCOLE' 2 1/2" CAL B&B
- WASHINGTON ST. TO FRANKLIN ST. -
4 - NEW HORIZON ELM ULMUS 'NEW HORIZON' 2 1/2" CAL B&B

NORTH

0' 5' 10' 20' 40'

SCALE : 1" = 20'

JENSENBELTS
ASSOCIATES

Site Planning / Landscape Architecture
1509 Tyrell Lane, Ste 100 Boise, ID 83706
Ph. (208) 345-7775 www.jensenbelts.com

KITTELSON
& ASSOCIATES

101 S CAPITOL BOULEVARD, SUITE 600
BOISE, ID 83702
P 208.338.2653 F 208.338.2655

Revisions:

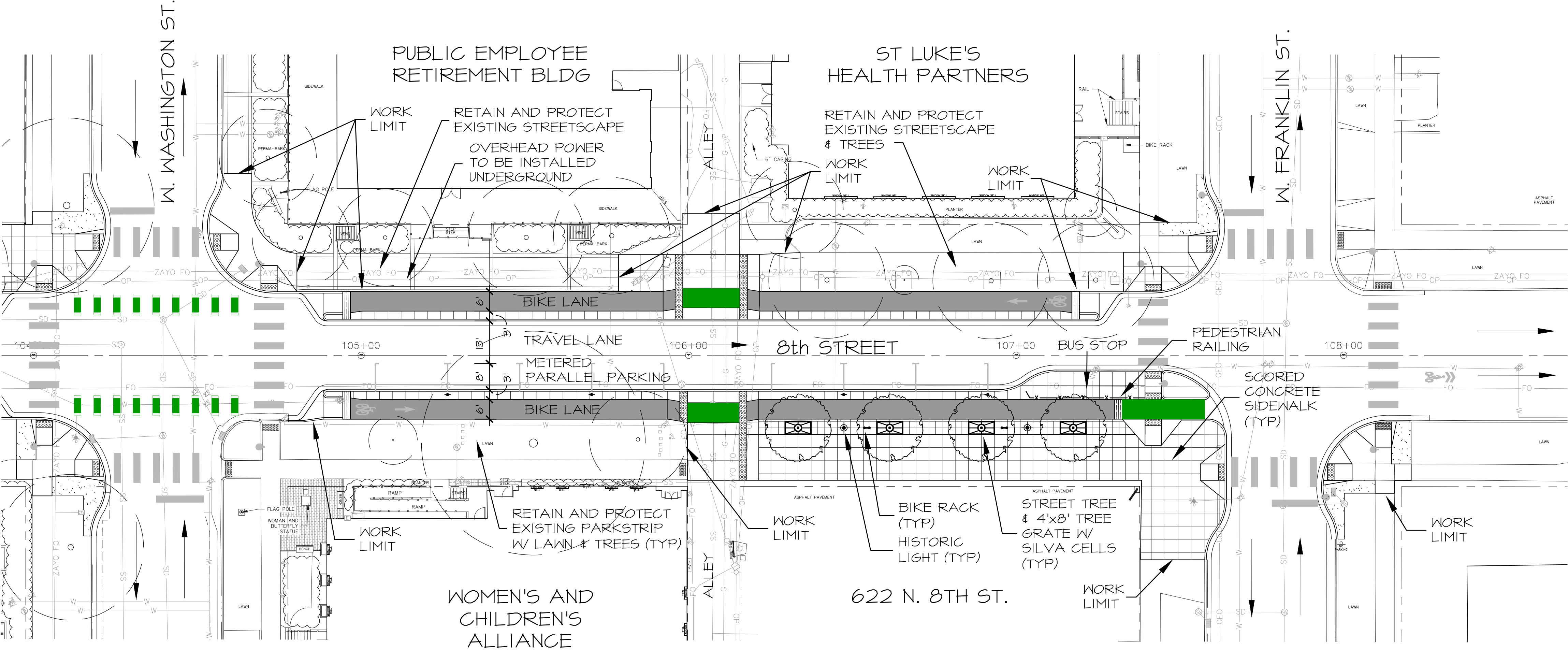
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Design By: KCS Date: 6/5/2023 Drawn By: KCS Date: 6/5/2023

• S H E E T T I T L E •

LANDSCAPE CONCEPT PLAN

Exhibit C - Design Review Application Plans



GENERAL NOTES :

1. THE PROPOSED 8TH STREET BIKEWAY WILL BE RAISED TO AN ELEVATION BETWEEN THE STREET FINISH GRADE AND THE ADJACENT SIDEWALK FINISH GRADE TO GIVE THE BIKEWAY A LOW-STRESS, PROTECTED BIKING EXPERIENCE. BIKEWAY DESIGN TO BE IN ACCORDANCE WITH THE APPROVED 8TH STREET BIKEWAY CONCEPT DESIGN PREPARED BY KITTELSON & ASSOCIATES, INC. - DECEMBER 2022.
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NORTH

0' 5' 10' 20' 40'

SCALE : 1" = 20'

JENSENBELTS
ASSOCIATES

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1509 Tynd Lane, Ste 100 Boise, ID 83706
Ph. (208) 343-7775 www.jensenBELTS.com

KITTELSON
& ASSOCIATES

101 S CAPITOL BOULEVARD, SUITE 600
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P 208.338.2653 F 208.338.2655



Revisions:

• S I G N A T U R E S •

Design By: KCS Date: 6/5/2023 Drawn By: KCS Date: 6/5/2023

• S H E E T T I T L E •

LANDSCAPE CONCEPT PLAN

ATTACHMENT C
FINAL EVALUATION TALLY



Final Evaluation Tally

RFQ: CM/GC SERVICES: 8TH STREET STREETScape & BIKEWAY IMPROVEMENTS

Due: July 13, 2023

		Guho	McAlvain
Category		Points	Points
Cover Sheet	5		
	Member #1	5	5
	Member #2	5	5
	Member #3	5	5
Waiver/Release	5		
	Member #1	5	5
	Member #2	5	5
	Member #3	5	5
Signed Cover Letter	5		
	Member #1	3	4
	Member #2	4	5
	Member #3	4	5
Company Profile	25		
	Member #1	20	18
	Member #2	23	25
	Member #3	22	24
Proposed CM/GC Project Team	40		
	Member #1	22	30
	Member #2	35	40
	Member #3	36	35
Proposer Experience and Past Performance	40		
	Member #1	30	25
	Member #2	40	38
	Member #3	40	32
Project Approach, Work Plan & Schedule	50		
	Member #1	45	47
	Member #2	48	47
	Member #3	48	50
Project Management	30		
	Member #1	25	25
	Member #2	28	28
	Member #3	28	30
Total Points	600	531	538
Rank		2	1



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AGENDA BILL

Agenda Subject: CONSIDER Resolution 1829: W. Grove Public Space Project. Task Order 19-010 for Professional Design Services with Jensen Belts Associates.		Date: August 14, 2023
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1. Resolution 1829 2. Task Order 19-010	
Action Requested: Adopt Resolution 1829 approving and authorizing the execution of Task Order 19-010 with Jensen Belts Associates for Professional Design Services on the 521 W. Grove Public Space Project.		

Fiscal Notes:

The project's FY2023 approved budget and forecasted FY2024 budget sufficiently fund the Task Order 19-010 not-to-exceed amount of \$369,855.

Background:

In December 2021, the Agency Board approved the purchase of a 0.21-acre parcel located at 521 W. Grove Street for the purpose of creating a public space that celebrates the multi-cultural aspects of the Old Boise neighborhood. CCDC is leading the development of the public space in partnership with the Boise Parks Department which will take long-term ownership of the public space upon its completion.

In September 2022, the Agency Board approved the selection of Jensen Belts Associates as the Design Professional of Record for the project following an RFQ selection process and authorized Task Order 19-008. The Task Order includes topographic survey, public space programming, stakeholder engagement, and conceptual design alternative analysis resulting in a preferred design alternative. Jensen Belts Associates is nearing completion of their first Task Order and the next Task Order needs to be executed to keep the project on schedule.

Task Order 19-010 will allow Jensen Belts Associates to progress the preferred design alternative through Design Review submittal and approval this fall. Following Design Review approval, the team will advance the project through design development, construction document production, bidding and negotiations assistance and construction administration, with construction completion anticipated in June 2025.

Staff Recommendation:

Staff recommends adoption of Resolution 1829.

Suggested Motion:

I move to adopt Resolution 1829 approving and authorizing the execution of Task Order 19-010 with Jensen Belts Associates for Professional Design Services on the 521 W. Grove Public Space Project.

ATTACHMENT 1
RESOLUTION 1829

RESOLUTION NO. 1829

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING TASK ORDER 19-010 WITH JENSEN BELTS ASSOCIATES FOR DESIGN REVIEW, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE 521 WEST GROVE STREET PUBLIC SPACE PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-010; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; 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, in order achieve the objectives of the River Myrtle-Old Boise Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Plan boundaries; and,

WHEREAS, on December 13, 2021, the Board of Commissioners approved Resolution 1735 authorizing the purchase of 521 West Grove Street; and,

WHEREAS, in cooperation with the City of Boise, the Agency seeks to make certain transformative improvements and enhancements to the River Myrtle-Old Boise Urban Renewal District, including construction of a distinctive, ecologically focused urban space that will celebrate the historic culture of the area, provide a space for community and festival events, and contribute to economic development of the area while recognizing adjacent development; and,

WHEREAS, in August 2022 the Agency used a Request for Qualifications procurement process to select Jensen Belts Associates to provide the necessary design services for the Agency's planned 521 West Grove Street Public Space Project (the "Project"); and,

WHEREAS, upon approval of Resolution 1787 by the Agency Board of Commissioners on October 22, 2022, the Agency entered into Task Order 19-008 with Jensen Belts Associates to act on the Agency's behalf as the Landscape Architect of Record for the Project; and for the scope of work involving topographic survey, stakeholder engagement, concept design and alternatives analysis; and

WHEREAS, the Agency and Jensen Belts Associates desire to advance the Project through construction; and,

WHEREAS, Jensen Belts Associates has submitted a proposal to the Agency for the following professional design services involved in the Project: design review approval, design development, construction documents, assistance during bidding and construction administration; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is Task Order 19-010 and exhibits thereto ("Agreement") with Jensen Belts Associates whereby Jensen Belts Associates will complete the professional services necessary to bring the Project through completion as described therein; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve Task Order 19-010 with Jensen Belts Associates and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Task Order 19-010 between the Agency and Jensen Belts Associates, attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-010 with Jensen Belts Associates for an amount not to exceed THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$369,855), and further, is

hereby authorized to execute all necessary documents required to implement Task Order 19-010, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for professional design services detailed in Task Order 19-010 plus up to an additional THIRTY-SEVEN THOUSAND (\$37,000) for contingencies if determined necessary in his best judgment.

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 August 14, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on August 14, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT 2
TASK ORDER 19-010



**JENSEN BELTS ASSOCIATES, PLLC
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT**

TASK ORDER #19-010

*Please use the Project Name and **PO# 230080** number on all project-related invoices.*

TO: Kimberly Siegenthaler, Principal
Jensen Belts Associates, PLLC ("CONSULTANT")
1509 South Tyrell Lane, Suite 130
Boise, Idaho 83706
208-343-7175
kim@jensenbelts.com

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

ORIGINAL AGREEMENT: 2019-2024 On-Call Professional Services Agreement
AGREEMENT DATE: June 3, 2019

TASK ORDER DATE: _____
NOT TO EXCEED: **\$369,855**

1. PROJECT NAME: 521 West Grove Street Public Space Project – Design Development, Design Review, Construction Documents and Construction Administration Services

2. PROJECT DESCRIPTION

In 2021, the owner of the property located at 521 West Grove Street engaged CCDC in discussions about redeveloping the parcel into an ecologically focused urban space that would celebrate the historic culture of the area. In December 2021, the Agency Board approved the purchase of the parcel for a future urban park.

Under previous task orders CONSULTANT provided topographical survey, public space programming, stakeholder engagement, concept design alternatives, public engagement through open houses, and renderings.

CCDC intends to retain CONSULTANT to provide final design services and construction administration related to the urban park. CONSULTANT will coordinate the Scope of

Services with specific SUBCONSULTANTS who will perform certain tasks, including: landscape architecture, stakeholder engagement, survey, and civil, electrical, structural and geotechnical engineering, as outlined in Exhibit A.

3. SERVICES TO BE PERFORMED (“Scope of Services” or “Scope”)

CONSULTANT shall perform the Scope of Services, including: design and permit review and approval, design development, production of construction documents, assistance during bidding, and construction administration as described in CONSULTANT'S proposal dated August 2, 2023, attached hereto as Exhibit A. CONSULTANT'S proposal includes proposed services from the SUBCONSULTANTS which are expressly included in this Scope of Services.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire the following SUBCONSULTANTS to complete the Scope of Services: ZGF Architects, LLC; QRS Consulting, Inc.; Agnew::Beck Consulting, Musgrove Engineering, P.A., and Strata, Inc.

- (a) CCDC hereby approves the listed companies as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT'S responsibility.
- (b) Prior to performance of services, SUBCONSULTANTS shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANTS has the following insurance coverages:
 - (1) SUBCONSULTANTS shall maintain in full force and effect worker's compensation and employer's liability insurance as required by applicable law or regulation.
 - (2) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with each SUBCONSULTANT'S negligence during the performance of this Agreement.
 - (3) SUBCONSULTANTS agree to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.
- (c) CONSULTANT shall keep copies of the SUBCONSULTANTS' insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

5. PAYMENT

- (a) Amount and Method of Payment. The total amount paid for this Task Order #19-010 shall be an amount not to exceed **THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$369,855)**. CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on hours expended on the Scope at the agreed upon rate(s).
- (b) Reimbursable Expenses. Payment for reimbursable expenses shall be included in the not-to-exceed limit of \$369,855.
- (c) Subconsultants. Payment to SUBCONSULTANTS is included in the not-to-exceed amount of \$369,855 for this Task Order. CONSULTANT shall assume responsibility for the amount and schedule of payments to the SUBCONSULTANTS.
- (d) Invoices. CONSULTANT shall invoice CCDC for payment. Invoices shall be in a format acceptable to CCDC, and shall include the **PO# 230080** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice shall also specify current billing and previous payments, with a total of cost incurred and payments made to date.
- (e) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Task Order.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of work (phased if necessary) by the end of July 2025, with the following milestones:

- Design Review Approval – November 2023
- Final Construction Documents – July 2024
- Start of Construction – October 2024

Further detail of CONSULTANT'S project schedule is outlined in Exhibit A.

7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall submit the deliverables for each task described in the attached Exhibit A to CCDC in a manner approved by CCDC. CONSULTANT shall submit revised work products if requested by CCDC.

8. ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION

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

9. CONTRACT TERMS

Terms of the on-call Agreement between CCDC and CONSULTANT shall remain in effect and apply to the services performed and work products created under this Task Order, which Agreement was signed by the Parties with an effective date of June 3, 2019.

End of Task Order #19-010

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

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
JENSEN BELTS ASSOCIATES

John Brunelle, Executive Director

Kim Siegenthaler, Principal

Date: _____

Date: _____

EXHIBIT

A: CONSULTANT's Proposal dated August 2, 2023

Budget Info / For Office Use	
Fund/District	302
Account	6250
Activity Code	22035
PO #	230080
TO Term	August 31, 2025
Project Completion	July 2025

August 8, 2023

Capital City Development Corporation
Attn: Mr. Karl Woods
121 W Idaho Street #501
Boise, ID 83702



Re: **521 W. Grove Street Public Space**
Proposal for Consultant Services (DR/DD/CD/CA Phases – Tasks 4-10)

Dear Mr. Woods:

I am pleased to respond with this proposal for the remaining scope of work design tasks as set forth in the 521 W. Grove Street Public Space RFQ.

- Task 4: Design Review and Approval
- Task 5: Design Development (60% Set) and Utility Coordination
- Task 6: Construction Documents (99% Set)
- Task 7: City of Boise Permit Review and Approval
- Task 8: 100% Construction Documents (Final CD)
- Task 9: Assistance During Bidding
- Task 10: Construction Administration

The proposal considers the efforts of the following team members:

- Jensen Belts Associates (JBA): Prime Consultant providing all Administrative and Landscape Architectural technical services
- ZGF Architects: Urban Design/Design Lead Landscape Architect
- Agnew::Beck Consulting: Public/Stakeholder Engagement
- QRS Consulting (formerly Quadrant Consulting, Inc.): Civil Engineering / Survey
- Musgrove Engineering: Electrical Engineering
- Strata, Inc.: Geotechnical Engineering

PROJECT DESCRIPTION

The project area is composed of parcel R1013000560 (521 W. Grove St.) located on the southeast corner of 6th and Grove St. and the right-of-way to the north and west of the parcel. Over the past year, the Design Team has created a vision through multiple stakeholder workshops and specific focus group outreach to design a distinctive public gathering space that will celebrate the historic culture of the area, focus on the shared public environment, explore sustainable strategies, and provide a venue for community events. All the key components of the project, as outlined in the CCDC RFQ have been considered and included in the conceptual design (public engagement, process for public art inclusion, utility infrastructure and coordination, and coordination with adjacent development). The Design Team will now move forward with Task 4-10 to make the concept a reality through the phases of design review approval, design development, construction documents, agency approvals, and implementation.

BUDGET

As stated in the CCDC RFQ, the project budget is anticipated at \$3.33M including soft costs. CCDC has procured Guho Corp. as Construction Manager/General Contractor (CM/GC) to assist in managing the budget and construction schedule.

SCHEDULE

The design team will work to deliver the following within the anticipated timeline (dependent on agency reviews and approvals):

TASK 4: Design Review and Approval <ul style="list-style-type: none">• Prepare DR Documents• Design Review Submittal/Approval• CMGC Cost Estimate	9/4/23 – 11/27/23 (12 weeks) Sept/Oct 2023 Oct/Nov 2023 Nov 2023
TASK 5: Design Development (60% Set) <ul style="list-style-type: none">• 60% Design Development Review Package• CMGC Cost Estimate	11/27/23 – 2/19/24 (12 weeks) Dec/Feb 2024 Feb 2024
TASK 6: Construction Documents (99% Set) <ul style="list-style-type: none">• Construction Drawings (99% Set)• CMGC Cost Estimate	2/29/24 – 6/17/24 (16 weeks) Feb/Jun 2024 Jun 2024
TASK 7: Boise City Permit Review and Approval <ul style="list-style-type: none">• Plan Review, Revisions, and Approval	6/17/24 – 7/29/24 (6 weeks) July 2024
TASK 8: 100% Construction Documents	July 2024
TASK 9: Assistance During Bidding <ul style="list-style-type: none">• Guho Bid Packages to Subcontractors• CCDC approval of GMP	8/5/24 – 9/30/24 (8 weeks)
TASK 10: Construction Administration <ul style="list-style-type: none">• Construction Begin – October 2024• Construction Substantial Completion – June 2025	Oct 2024 – June 2025 (8 Months)

*Refinement of agency review schedule to be determined.

SCOPE OF SERVICES

Fees Task 1-3, as stated in CCDC's 521 W. Grove Street Public Space RFQ, have been approved by CCDC in Task Order #19-008 and completed by the design team. This proposal includes fees and scope for the remainder Tasks 4-10 as stated in CCDC's 521 W. Grove Street Public Space RFQ.

The following outline considers that the Jensen Belts Associates will collaborate with the design team, CCDC, Boise City, related utility companies, and adjacent property owners in the finalization of construction documents and implementation of a well-accepted site design including all authorities having jurisdiction permits approvals and permits. JBA will manage the working coordination with ZGF for vision implementation of the 521 W. Grove Street Public Space features. JBA will provide oversight for all design team members.

Below are the proposed task fees for the DR/DD/CD/CA Phases. See page 3 of this proposal for a breakdown of the fee for each consultant and attached consultant proposals. JBA fees include all reimbursable expenses including reproductions, copies of large format plans, mileage, and courier fees (as required).

Task 4 – Design Review and Approval

JBA Scope \$22,000.00

Jensen Belts Associates will submit a Design Review application to the City of Boise after affirmation of the design concept from Boise City Council and the Parks Commission. This includes:

- Preparing Design Review plan sheets and details of all site features, pedestrian circulation, site furnishings, lighting, paving material, drainage, suspended pavement systems, landscaping, and irrigation source.
- Coordination with Boise City's Arts & History selected artist for art integration into the public space design.
- Conduct CCDC and Parks review of the DR Set for review and comment.
- Submitting City of Boise Design Review Application
- Provide design revisions per DR submittal review comments.
- Acquiring approved DR plans.
- Design Team to aid in Boise City Council and CCDC Board final presentations.

Task 5 – Design Development (60% Set)

JBA Scope \$19,780.00

Jensen Belts Associates will lead and assist the Design Team to refine the Design Review Plan Set into a 60% Design Development Package. This includes:

- Preparing plan sheets and detail sheets of all site features, pedestrian circulation, site furnishings, shade structures, lighting, electrical/mechanical services, paving material, grading, stormwater drainage, suspended pavement systems, landscaping, and irrigation.
- Coordination with Boise City's Arts & History selected artist for art integration into the public space design.
- Preparing a complete set of draft project specifications.
- Attending regular meetings and coordination with the design team, CCDC/Parks, and CMGC
- Coordinating with AHJ's and surrounding stakeholders as needed
- Conducting a review of the 60% Set for approval
- Submitting the 60% Set to CMGC and aiding in the development of a 60% cost estimate for approval. Design Team to work with CMGC to validate project costs and value engineer the project to be in conformance with the established budget, if needed.
- Coordination with ZGF to aid in DD set production to help preserve design intent.

Task 6 – Construction Document (99% Set)

JBA Scope \$21,820.00

Jensen Belts Associates will lead and assist the Design Team to advance the Design Development set to 99% complete Contract Construction Documents for use in permitting and bidding. This includes:

- Incorporating of 60% review comments into the Contract Documents
- Completing the technical drawing set
- Completing the project manual and technical specifications
- Coordination with Boise City's Arts & History selected artist for finalizing of art integration into the public space design.
- Attending regular meetings and coordination with the design team, CCDC/Parks, and CMGC
- Coordinating with AHJ for pre-application requirements, and surrounding stakeholders on final design decisions
- Conducting a final design review with AHJs.
- Design Team to coordinate with CMGC on final cost estimate.
- Coordination with ZGF to review Permit Set to help preserve design intent

Task 7 – City of Boise Permit Review and Approval **JBA Scope** **\$ 1,760.00**

Jensen Belts Associates will lead and assist the Design Team to obtain the necessary permits and approvals for the construction of the project. On behalf of CCDC, JBA and the Design Team will submit the drawings, documents, and specifications to Boise Planning and Development Services Department and coordinate with staff, as necessary, to obtain approval.

Task 8 – 100% CDs **JBA Scope** **\$ 5,800.00**

Jensen Belts Associates will lead and assist the Design Team in preparing final CD documents for bidding. Incorporating all agencies final review comments. All plans and specifications shall be sealed by a professional engineer/architect licensed in the State of Idaho.

Task 9 – Assistance During Bidding **JBA Scope** **\$ 2,420.00**

Jensen Belts Associates and the Design Team will provide assistance to the CMGC and CCDC in competitively bidding the proposed work. This includes:

- Providing drawings and specifications
- Answering questions during bidding and preparing any bidding addenda
- Assisting CMGC and CCDC staff in assessing bid proposals
- Providing any other standard bidding services, as requested

Task 10 – Construction Administration **JBA Scope** **\$ 18,700.00**

Jensen Belts Associates will lead and assist the Design Team to provide construction administration services throughout the duration of the CMGC Construction Contract. This includes:

- Assist CMGC in conducting a pre-construction conference with subcontractors, utility companies, and AHJs.
- Assist coordination of art fabrication/placement into site.
- Routine on-site observation of construction progress, contractor performance, and adherence to the design, temporary traffic control requirements, and erosion and sediment control requirements. Provide documentation of all construction coordination meetings, construction progress photo, and communications.
- Administering material and product submittals, RFIs, ASI's, change orders, substitution requests, and shop drawings.
- Coordination of material testing with CMGC and AHJs.
- Rendering any interpretation or clarification necessary for the proper execution or progress of construction.
- Upon contractor request, conducting walk-through and preparing a 'punch list' of items to be corrected and/or completed. Provide final completion observation and certification of completion.
- Incorporating contractor 'as-built' markups into 'record drawings' once construction is complete and provide CCDC with the digital files.
- Reviewing the payment requests and transmitting to CCDC for final authorization and payment.
- Coordination with ZGF on any construction related issues to help maintain design intent

Consultant Team Fee Breakdown:

Jensen Belts Associates **Proposed Fee \$ 92,280.00**

JBA will invoice on an hourly, not-to-exceed basis. Work beyond these hours will be completed as additional services only with prior CCDC approval. If work proceeds faster than anticipated, a lower fee will result.

Consultant Team Fee Breakdown (continued):

ZGF (see attached proposal) **Proposed Fee \$165,475.00**

ZGF Fee Breakdown:

Task 4: Design Review and Approval	\$ 71,400.00
Task 5: Design Development (60% Set) and Utility Coordination	\$ 66,090.00
Task 6: Construction Documents (99% Set)	\$ 16,180.00
Task 7: City of Boise Permit Review and Approval	\$ 1,485.00
Task 8: 100% Construction Documents (Final CD)	\$ 1,735.00
Task 9: Assistance During Bidding	\$ 1,735.00
Task 10: Construction Administration	\$ 6,850.00
Total	\$165,475.00

Agnew::Beck Consulting (see attached proposal) **Proposed Fee \$ 8,100.00**

Task 4: Design Review and Approval	\$ 8,100.00
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QRS Consulting (Quadrant Consulting, Inc.) (see attached proposal) **Proposed Fee \$ 104,000.00**

QRS Consulting Fee Breakdown:

Task 4-9 - Civil Design/CDs/Permitting	\$ 39,500.00
Task 10 – Construction Administration	\$ 10,000.00
Constriction Staking	\$ 8,200.00
Reimbursable Expenses	\$ 2,000.00
Total	\$ 59,700.00

Subconsultants:

Musgrove Engineering (Electrical)	\$ 21,800.00
Strata	\$ 22,500.00

TOTAL PROPOSED FEES **Proposed Fee (Hourly, Not-To-Exceed) \$ 369,855.00**

The proposed fee is for an hourly, not-to-exceed amount. JBA will provide monthly invoicing for work completed during the billing period. Printing and reproduction expenses will be included, and at actual cost.

ASSUMPTIONS

This proposal is based upon certain assumptions. We respectfully reserve the right to renegotiate due to conditions outside of these assumptions. Assumptions are:

1. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent matchups.
2. Environmental concerns will be addressed and may alter schematic design and preliminary cost estimates. Changes in design related to environmental concerns may result in additional services.
3. No improvements will be required beyond the defined project limits.

The design team looks forward to continuing the work on the 521 W. Grove Street Public Space. Should the work scope and schedule meet with your approval, please facilitate a task order for DD/CD/CA Package at your earliest convenience.

Sincerely,

JENSEN BELTS ASSOCIATES, PLLC



Kimberly C. Siegenthaler
Principal

521 W. Grove St. Public Space Task Hourly Estimate

Capital City Development Corporation

Date: 8/8/2023



HOURLY BREAKDOWNS-	HOURLY RATE	ESTIMATE OF TIME	COST
River Myrtle District:		871	\$92,280.00
TASK 4: DESIGN REVIEW AND APPROVAL			\$22,000.00
<i>Streetscape - Senior Landscape Architect</i>			
521 W. Grove Public Space	\$110.00	30	\$3,300.00
<i>Streetscape - Landscape Architect CAD</i>			
521 W. Grove Public Space	\$80.00	30	\$2,400.00
ZGF Design Development - Design Intent Coord.	\$110.00	24	\$2,640.00
City Coordination (Forester, Lighting, Parking, etc)	\$110.00	8	\$880.00
Preliminary Cost Estimates - Coord w/ CMGC	\$110.00	8	\$880.00
Civil Coordination	\$110.00	12	\$1,320.00
Electrical Coordination	\$110.00	8	\$880.00
Art Coordination	\$110.00	30	\$3,300.00
Assemble DR Submittal Package & Application	\$110.00	24	\$2,640.00
DR Application Fee		1	\$240.00
Meetings (Design Team, Stakeholders, Agencies)	\$110.00	16	\$1,760.00
Project Correspondence/Management	\$110.00	16	\$1,760.00
		207	
TASK 5: DESIGN DEVELOPMENT (60% SET)			\$19,780.00
<i>Streetscape - Senior Landscape Architect (Layout, Planting, Irrigation, Details)</i>			
521 W. Grove Public Space	\$110.00	26	\$2,860.00
<i>Streetscape - Landscape Architect CAD (Layout, Planting, Irrigation, Details)</i>			
521 W. Grove Public Space	\$80.00	30	\$2,400.00
ZGF Design Development - Design Intent Coord.	\$110.00	24	\$2,640.00
City Coordination (Forester, Lighting, Parking, etc)	\$110.00	8	\$880.00
Preliminary Cost Estimates - Coord w/ CMGC	\$110.00	12	\$1,320.00
Demolition Plans (Coord.)	\$110.00	8	\$880.00
Civil Site Plans (Coord.)	\$110.00	16	\$1,760.00
Electrical Plans (Coord.)	\$110.00	16	\$1,760.00
Assemble DD Document Package	\$110.00	8	\$880.00
Meetings (Design Team, Stakeholders, Agencies)	\$110.00	24	\$2,640.00
Project Correspondence/Management	\$110.00	16	\$1,760.00
		188	
TASK 6: CONSTRUCTION DOCUMENTS (99% SET)			\$21,820.00
<i>Streetscape - Senior Landscape Architect (Layout, Planting, Irrigation, Details)</i>			
521 W. Grove Public Space	\$110.00	30	\$3,300.00
<i>Streetscape - Landscape Architect CAD (Layout, Planting, Irrigation, Details)</i>			
521 W. Grove Public Space	\$80.00	50	\$4,000.00
Demolition Plans (Coord.)	\$110.00	8	\$880.00
Civil Site Plans (Coord.)	\$110.00	16	\$1,760.00
Electrical Plans (Coord.)	\$110.00	16	\$1,760.00
ZGF Final Design - Design Intent Coord.	\$110.00	20	\$2,200.00
Project Manual/Technical Specifications	\$110.00	24	\$2,640.00
Assemble 99% CD Document Package	\$110.00	8	\$880.00
Final Design Meetings	\$110.00	24	\$2,640.00
Project Correspondence/Management	\$110.00	16	\$1,760.00
		212	

TASK 7: CITY OF BOISE PERMIT REVIEW AND APPROVAL **\$1,760.00**

Assist Boise City Permits / Coordination	\$110.00	8	\$880.00
Project Correspondence/Management	\$110.00	8	\$880.00
		16	

TASK 8: 100% CDS **\$5,800.00**

<i>Streetscape - Senior Landscape Architect (Layout, Planting, Irrigation, Details)</i>			
521 W. Grove Public Space	\$110.00	12	\$1,320.00
<i>Streetscape - Landscape Architect CAD (Layout, Planting, Irrigation, Details)</i>			
521 W. Grove Public Space	\$80.00	12	\$960.00
Discipline Coordination	\$110.00	4	\$440.00
Assemble 100% CD Document Package	\$110.00	8	\$880.00
Final Design Meetings	\$110.00	12	\$1,320.00
Project Correspondence/Management	\$110.00	8	\$880.00
		56	

TASK 9: ASSISTANCE DURING BIDDING **\$2,420.00**

Assist Bidding Process/Addendums	\$110.00	8	\$880.00
Pre-Bid & Bid Opening Meetings	\$110.00	6	\$660.00
Project Correspondence/Management	\$110.00	8	\$880.00
		22	

TASK 10: CONSTRUCTION ADMINISTRATION **\$18,700.00**

Pre-Construction Meetings	\$110.00	8	\$880.00
Weekly on-site construction coordination	\$110.00	62	\$6,820.00
Design Clarifications/RFI's	\$110.00	30	\$3,300.00
Change Orders/Request for Payments	\$110.00	16	\$1,760.00
CA Project Management/Correspondence	\$110.00	30	\$3,300.00
Project Close-Out	\$110.00	24	\$2,640.00
		170	



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SEATTLE
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WASHINGTON DC
NEW YORK
VANCOUVER BC

PARTNERS

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ZGF ARCHITECTS LLC
1223 SW Washington Street
Suite 200
Portland, OR 97205
T 503 224 3860
www.zgf.com

August 2, 2023

Kimberly C. Siegenthaler, Principal
JENSEN BELTS ASSOCIATES, PLLC
1509 S. Tyrell Lane, Suite 130
Boise, ID 83706

Dear Kim,

ZGF Architects LLC (ZGF) is excited to continue the next tasks for 521 West Grove Public Space Project and we look forward to continuing our partnership with Jensen Belts Associates, Quadrant Consulting and others for the integration of the vision with public and agencies' engagement, artist collaboration from concept design to design development, assist with agency reviews, provide technical drawings, rendered drawings and assist with construction documentation and administration. ZGF will continue to lead the design development phase, refine site design with art and history integration to explore use of material, finishes and composition for this public space, continue to refine the story for the 521 Public Space with the intention to respect and respond to multiple agencies' objectives as well as concerns.

The core ZGF team represents individuals who have experience working with city agencies as well as an interdisciplinary consultant team. Nolan Lienhart and Jerome Unterreiner will provide principal-level overall design guidance and team management, supported by Greg Matto as lead designer and senior landscape architect. Debbie Chow will provide day-to-day project management and be the contact for the overall team. The core team will be supported by urban planning and design staff as required to accomplish the tasks and goals of the project as we move through each of the work phases, outlined below:

TASK 4: Design Review (DR) Process, 9/4/23 – 11/27/23 (12 weeks)

- Prepare DR Documents, Sept/Oct 2023
- Design Review Submittal and Review Process, Oct/Nov 2023
- CMGC Cost Estimate, Nov 2023

ZGF will continue to develop and refine presentation material for Design Review, collaborate with selected artist and team members to deliver DR Documents.

- ❖ Refine design options for multiple design elements, prepare presentation material and collaborate with artist.
 - Approximately 300 hours for maximum fee of \$49,500
- ❖ Coordination meetings: assumed 12 weekly team meetings plus 3 additional DR and council coordination meetings. 15 meetings total for this task. Monthly ZGF principal level review.
 - Approximately 33 hours for maximum fee of \$5,700
- ❖ 3d Modeling and Production
 - Approximately 40 hours for maximum fee of \$5,400
- ❖ Renderings: 4 rendered views (2 of which may be photorealistic level of quality)



Kimberly C. Siegenthaler, Principal
August 2, 2023
Page 2

- Approximately 80 hours for maximum fee of \$10,800
- ❖ **Total fee proposed for Task 4: \$71,400**

TASK 5: Design Development (60% Set), 11/27/23 – 2/19/24 (12 weeks)

- 60% Design Development Review Package, Dec/Feb 2024

ZGF will incorporate DR, council and board meeting comments conformed by owner while collaborating with selected artist and team members to develop the next round of design development drawings. ZGF anticipates design options, renderings and technical drawings will be developed during this phase to further define public space development.

- ❖ Refine design options for multiple design elements, prepare presentation material and collaborate with artist. Review and provide comments on cost estimates prepared by others.
 - Approximately 300 hours for maximum fee of \$49,500
- ❖ Coordination meetings: assumed 12 weekly team meetings for this task. Monthly ZGF principal level review.
 - Approximately 27 hours for maximum fee of \$4,710
- ❖ 3D Modeling and Production
 - Approximately 40 hours for maximum fee of \$5,400
- ❖ Renderings: Update up to 4 rendered views (2 of which may be photorealistic level of quality)
 - Approximately 48 hours for maximum fee of \$6,480
- ❖ **Total fee proposed for Task 5: \$66,090**

TASK 6: Construction Documents (99% Set), 2/29/24 – 6/17/24 (16 weeks)

- Construction Drawings (99% Set), Feb/Jun 2024

ZGF will refine and update construction documents and design based on outcome of CMGC cost estimating.

- ❖ Assist and update construction documents as needed. Review and provide comments on cost estimates prepared by others.
 - Approximately 30 hours for maximum fee of \$9,900
- ❖ Coordination meetings: assumed 16 weekly team meetings for this task. Monthly ZGF principal level review.
 - Approximately 36 hours for maximum fee of \$6,280
- ❖ **Total fee proposed for Task 6: \$16,180**

TASK 7: Boise City Permit Review and Approval, 6/17/24 – 7/29/24 (6 weeks)

- Plan Review, Revisions, and Approval, July 2024

ZGF will assist with submittal of documentation and support plan review of the landscape architecture documents.

- ❖ Assist with review and preparation of submittals.



Kimberly C. Siegenthaler, Principal
August 2, 2023
Page 3

- Approximately 8 hours for maximum fee of \$1,320
- ❖ Coordination meetings
 - Approximately 1 hour for maximum fee of \$165
- ❖ **Total fee proposed for Task 7: \$1,485**

TASK 8: 100% Construction Documents, July 2024

ZGF will assist with review of final documentation (CDs).

- ❖ Assist with review and preparation of 100% drawings and specifications for construction.
 - Approximately 8 hours for maximum fee of \$1,320
- ❖ Coordination meetings assumed 1 meeting for this task. Monthly ZGF principal level review.
 - Approximately 2 hours for maximum fee of \$415
- ❖ **Total fee proposed for Task 8: \$1,735**

TASK 9: Assistance During Bidding, 8/5/24 – 9/30/24 (8 weeks)

- Guho Bid Packages to Subcontractors
- CCDC approval of GMP

ZGF will assist with bidding process.

- ❖ Assist on an as needed basis.
 - Approximately 8 hours for maximum fee of \$1,320
- ❖ Coordination meetings assumed 1 meeting for this task. Monthly ZGF principal level review.
 - Approximately 2 hours for maximum fee of \$415
- ❖ **Total fee proposed for Task 9: \$1,735**

TASK 10: Construction Administration (CA), Oct 2024 – June 2025 (8 Months)

- Construction Begin – October 2024
- Construction Substantial Completion – June 2025

ZGF will assist with CA services.

- ❖ Assist on an as needed basis.
 - Approximately 32 hours for maximum fee of \$5,280
- ❖ Coordination meetings assumed 8 meetings for this task. Monthly ZGF principal level review.
 - Approximately 9 hours for maximum fee of \$1,570
- ❖ **Total fee proposed for Task 10: \$6,850**



Kimberly C. Siegenthaler, Principal
August 2, 2023
Page 4

ASSUMPTIONS AND EXCLUSIONS

- An extension of the schedule beyond 86 weeks may create additional scope and therefore may require additional services.
- Value engineering services are excluded, but can be added for an additional fee.
- Expenses, including travel, are additional to the fees for labor outlined in this document.

Based upon the schedule, and tasks listed, ZGF is proposing the following fee for urban design services under Tasks 4 through 10.

Task Number	Hours	Fee
TASK 4: Design Review (DR) Process	453	\$71,400
TASK 5: Design Development (60% Set)	415	\$66,090
TASK 6: Construction Documents (99% Set)	66	\$16,180
TASK 7: Boise City Permit Review and Approval	9	\$1,485
TASK 8: 100% Construction Documents	10	\$1,735
TASK 9: Assistance During Bidding	10	\$1,735
TASK 10: Construction Administration	41	\$6,850
Total	1,004	\$165,475

Again, we thank you for this opportunity to join with Jensen Belts Associates as the Urban Design consultant for the 521 West Grove Public Space Project. Feel free to call with any questions regarding the above.

Sincerely,

Nolan Lienhart, Director of Planning and Urban Design
ZGF Architects LLC

Acceptance of Proposal

Kimberly C. Siegenthaler, Principal
JENSEN BELTS ASSOCIATES, PLLC

Capital City Development Corporation (CCDC) 521 West Grove Street Public Space - Task 4 Assistance Agnew::Beck Cost Estimate		Principal Planner + Facilitator		Project Manager		Total
Estimate update 07.31.2023		hours	rate \$195	hours	rate \$145	
Task 4 Assistance - Stakeholder Engagement and Adoption Support						
4.1 Assist with the rollout of final site design concepts and materials to the public and key stakeholders. Agnew::Beck will help create engagement schedules, presentations, graphics and other content as needed to ensure that site design materials are easy to understand and interpret. Task includes time to assist with preparations for Parks and Recreation Commission meetings, City Council meetings and CCDC Board presentations. This task also includes time to assist CCDC with site design announcements and publicity. Expenses		12	\$2,340	38	\$5,510	\$7,850
						\$250
Total for Phase 2						\$8,100

August 3, 2023

Jensen-Belts Associates
Attn: Kim Siegenthaler
1509 S Tyrell Lane, Ste 130
Boise, ID 83706

RE: **521 W. Grove Street Public Space
Proposal for Consulting Services (DR/DD/CD/CA Phases – Tasks 4-10)**

Dear Ms. Siegenthaler:

We are pleased to present you with this proposal to provide civil design, construction administration services, and construction staking for the 521 W. Grove Street Public Space Project. We have developed the following scope of service based on our conversations with you, our review of the RFQ, proposal draft, and final design alternative documents, and our understanding of the proposed construction. Our proposed scope of services with costs is provided below.

- **Civil Design/Construction Documents/Permitting (\$39,500)**
 - Demolition plan
 - Grading and drainage design
 - Utilities design
 - GSI design
 - Site civil design
 - Technical specifications
 - ACHD permit submittal
 - Boise City permit submittal
 - Address ACHD and Boise City plan review comments
 - Stormwater Pollution Prevention Plan
 - Design team coordination
- **Construction Administration (\$10,000)**
 - Pre-construction conference
 - Weekly construction meetings
 - Submittal reviews
 - Site visits/field meetings
 - Design clarification/respond to RFI's
 - Special inspections and geotechnical testing coordination
 - Review geotechnical testing reports.
 - Coordination of construction close-out
 - Preparation of as-built record drawings
 - Fee based on a 4-month construction schedule.

- **Construction Staking (\$8,200)**
 - Saw cut lines
 - Light poles
 - Stage
 - Shade structures
 - Seating walls
 - Storm drain system
 - Other significant above ground infrastructure including power cabinets, major electrical junction boxes, etc.
- **Reimbursable Expenses (\$2,000)**
 - ACHD review fee (\$500)
 - Boise City review fees (\$1,000)
 - Reproductions
 - Mileage
 - Courier fees
 - Copies of large format plans

QRS CONSULTING, LLC (QRS) ESTIMATED MAXIMUM FEE: (\$59,700)

ELECTRICAL ENGINEERING (\$21,800)

QRS will contract with Musgrove Engineering to provide an engineering design for the electrical systems and equipment required for the implementation of lighting and electrical distribution throughout the extent of the project. This design will generally include sufficient plans and specifications to provide for the demolition of existing infrastructure as appropriate, and installation of new infrastructure. The proposal to perform this work as provided by Musgrove Engineering is attached.

GEOTECHNICAL SERVICES ESTIMATE (\$22,500)

QRS will contract with Strata to provide a geotechnical engineering evaluation for the project site. The purpose of Strata's services will be to evaluate the subsurface soil conditions, and to provide geotechnical engineering recommendations for design and construction of subsurface infiltration for stormwater disposal and pavement design for the project area.

Strata will also provide professional construction inspections, as required for the project. They will provide the expertise to complete construction quality assurance tasks (i.e. compaction testing, concrete inspections) during project implementation. This is an estimated cost. Actual cost will depend on the quality assurance needs dictated by final design. Further specifics related to Strata's scope of work are provided in their attached proposal.

TOTAL FEE (\$104,000)

QRS proposes to complete all work outlined in this proposal on a Time and Materials basis for the above estimated maximum fee in accordance with the provisions of our Master Contract with Capital City Development Corporation dated June 11, 2019. We reserve the right to adjust line item budget amounts within our contract as necessary to meet the anticipated changing needs of this project as the scope of work is further developed with the Owner, public agencies, and project stakeholders.

ASSUMPTIONS

This proposal is based on certain assumptions. Should any of these assumptions be incorrect, we reserve the right to renegotiate the above contract amounts. Our assumptions include the following:

1. No improvements will be required beyond the defined project limits.
2. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent matchups.
3. Environmental concerns do not exist at the site that will require remediation or provide conditions adverse to the proposed use.
4. The project will be permitted as one complete project and will not be phased.
5. All necessary permit and application fees not listed above, including any fees levied by governmental agencies, are the responsibility of others unless noted otherwise in this proposal.

We appreciate the opportunity to present you with this proposal and look forward to working with you on this project. If this proposal is acceptable, please indicate your acceptance by signing below and returning a copy to our office. If you have any questions or concerns, please feel free to call me at 208-342-0091.

Sincerely,
QRS CONSULTING, LLC

Ricardo Zavala

Ricardo Zavala, PE
Manager

PROPOSAL ACCEPTED

Authorized Signature

Date



**MUSGROVE
ENGINEERING, P.A.**

Bill A. Carter, P.E. – Principal
Todd D. Nelson, P.E. – Principal
Kurt E. Lechtenberg, P.E. – Principal
Jason A. Rice, P.E. – Principal
Thad S. Mason, P.E. – Principal
Matthew N. Bradley, P.E. – Principal

BOISE OFFICE:
234 S. Whisperwood Way
Boise, Idaho 83709
208-384-0585

IDAHO FALLS OFFICE:
645 W. 25TH Street
Idaho Falls, Idaho 83402
208-523-2862

July 27, 2023

Quadrant Consulting
1904 W. Overland
Boise, ID 83705

ATTENTION: Ricardo Zavala

RE: Engineering Fee Proposal
Project – 521 W. Grove St. Public Space

Ricardo:

We appreciate the opportunity to be a part of your design team on the above referenced project. Based on my understanding of the project, I would propose to provide the following fees for our services:

Electrical:

Task 4: Design Review Documents: Hourly, with a not-to-exceed amount of.....	\$ 2,500.00
Task 5: Design Development Documents: Hourly, with a not-to-exceed amount of.....	\$ 5,500.00
Task 6: 99% Construction Documents: Hourly, with a not-to-exceed amount of.....	\$ 4,200.00
Task 7: Permit Documents: Hourly, with a not-to-exceed amount of.....	\$ 2,200.00
Task 8: 100% Construction Documents: Hourly, with a not-to-exceed amount of.....	\$ 2,200.00
Task 9: Bidding Assistance: Hourly, with a not-to-exceed amount of.....	\$ 1,200.00
Task 10: Construction Administration Services: Hourly, with a not-to-exceed amount of.....	\$ 4,000.00

Reimbursable Expenses:

Expenses (mileage, printing, travel, deliveries) will be billed at cost.

The above fees are based on the following scope of work:

Design & Construction Documents (Tasks 4 through 8):

- Electrical service and distribution
- Public space lighting.
- Accent lighting for architectural features
- Electrical distribution for event equipment.
- Communication distribution modifications.

Construction Administration Services:

- Interpretation of contract documents.
- Reviewing RFI's and change orders.
- Review of submittals and shop drawings.
- General coordination during construction.
- Site observations & reports.

The following services are not included in the above fees.

- Opinion of probable construction cost.
- Event Stage Lighting and controls including DMX or similar lighting controls.
- Value engineering revisions after bidding.

Services provided on an hourly basis shall be at the following hourly rates for 2023. Services provided beyond 2023 shall be at the rates in effect at the time of service.

Principal.....	\$190.00/hour
Commissioning Agent.....	\$160.00/hour
Energy Modeling.....	\$160.00/hour
Senior Project Engineer.....	\$160.00/hour
Project Manager.....	\$145.00/hour
Project Engineer.....	\$110.00/hour
Senior Project Designer.....	\$105.00/hour
Project Designer.....	\$100.00/hour
CADD Operator.....	\$ 90.00/hour
Administrative Assistant.....	\$ 80.00/hour
Expenses (mileage, printing, travel, deliveries)	Billed at Cost

Billings for services are issued on a monthly basis and are due within 30 days following the billing date. Any amounts unpaid at the end of 60 days following the billing date will accrue interest (from the billing date) at the rate of 1½% per month, which will be added to the unpaid balance.

Musgrove Engineering will perform its services using the degree of care and skill ordinarily exercised by design professionals performing similar services in the same locality under similar circumstances and conditions.

I sincerely appreciate the opportunity to present you with this proposal, Ricardo. If this proposal meets your approval, please sign it in the appropriate space below and return it to me, retaining a copy for your files.

Respectfully,

Nick Schafer, P.E.
NS/eby

Project: 521 W. Grove St. Public Space

Client: Quadrant Consulting

Approved this _____ day of _____, 2023.

By _____
(Please Print Name & Title) (Signature)



www.musgrovepa.com

OVER 40 YEARS OF
EXCELLENCE

Note: We cannot begin work on any project without receipt of a signed contract. Payment for services is due after completion of services – whether or not the project proceeds into construction.



August 3, 2023
File: BOP23152

Mr. Ricardo Zavala, P.E.
QRS Consultants, LLC
3380 Americana Terrace, Suite 220
Boise, ID 83766
Via Email: rzavala@qrs-llc.com

RE: **Updated Proposal**
Geotechnical Engineering Evaluation and
Construction Materials Testing Services
Public Space
521 W. Grove Street
Boise, Idaho 83702

Dear Ricardo:

STRATA is pleased to present this updated proposal to provide a geotechnical engineering evaluation and construction material testing services for the planned construction of the proposed Public Space, to be located at 521 W. Grove Street in Boise, Idaho. We have developed the following scope of service based on our conversations with you, our review of the RFQ, proposal draft, and final design alternative documents, and our understanding of the proposed construction. We have updated the proposal to amend the preliminary Construction Materials and Testing Services fee estimate, at the request of CCDC. The purpose of our services will be to evaluate the subsurface soil conditions, and to provide geotechnical engineering recommendations for design and construction for site preparation, subsurface infiltration for stormwater disposal, pavement design, and shallow foundations for lightly loaded structures. Our project understanding, proposed scope of service, schedule, and proposed fees are presented in the following sections.

PROJECT UNDERSTANDING

Existing Conditions

The project area is located on the southeast corner of the intersection of West Grove and North 6th Streets. It extends from Grove Street to the alley, to the south, and is approximately 0.21 acres in size. The site is currently being utilized as a parking lot. It is covered with asphalt and some mature trees. Concrete sidewalks are present along the streets.

We anticipate the subsurface soils may consist of undocumented fill, native silt and sand underlain by a deep gravel layer with sand and cobbles. Groundwater will likely be 18 to 20 feet below the ground surface.

Proposed Construction

We understand that the project is still in the planning stages, but the concept includes replacing the existing parking lot with a park-like meeting place with planters, a stage, shade canopies, pavements, sidewalks, and artificial turf. Structural loads were not available; however, we anticipate lightly loaded structures.

We anticipate minimal earthwork grading of less than 2 feet will be required to establish subgrades. Storm water will likely be disposed of onsite via subsurface infiltration.

SCOPE OF SERVICES

We will accomplish the following tasks to complete our geotechnical investigation:

1. Contact the regional One-Call Utility Notification Center (Digline) as required by law. STRATA cannot be responsible for repairing damage to non-located utilities. We have not included subcontracting a private utility contractor.
2. Coordinate with the current property owner (CCDC) to access the site for the drilling of exploratory borings.
3. Subcontract a drill rig for the advancement of two (2) borings, at the north and south end of the parcel to depths of 15 and 20 feet. The borings will be backfilled with bentonite, per IDWR regulations, and the asphalt will be patched with cold patch.
4. Provide geotechnical engineering observation during the advancement and sampling of the borings. Split spoon samples will be taken and standard penetration test N-values will be recorded in the borings on the various soils encountered, for classification and laboratory testing, at intervals of every 2.5 feet to a depth of 10 feet, and then every 5 feet thereafter to termination of the borings. We will log the subsurface profile and visually describe and classify the soil, referencing the *Unified Soil Classification System (USCS)*.
5. We will also record groundwater levels in the borings, if encountered. Additionally, we will accomplish 1 infiltration test in the underlying permeable sand and gravel, if encountered, to establish a design infiltration rate for subsurface stormwater disposal.
6. Perform laboratory testing on select samples obtained from the exploratory borings. The laboratory testing may include grain-size analyses, fines content testing (percent passing the No. 200 sieve), Atterberg limits, and moisture contents. Laboratory testing will be accomplished referencing ASTM International (ASTM) standards. Soil samples will be retained for a period of 90 days and then discarded unless arrangements are made to store the samples for a longer period of time.
7. Prepare logs for the borings and an exploration location plan.
8. Perform geotechnical engineering analyses to develop recommendations for the following:
 - Subsurface Stormwater Disposal and Site Drainage
 - Surface grading
 - Infiltration rate and depth to permeable soil
 - Estimated seasonal high groundwater
 - Earthwork and site preparation recommendations for pavement and stone paver subgrades
 - Wet weather/soil construction
 - Structural fill criteria
 - Compaction criteria
 - Reusability of on-site soil for structural fill
 - Utility trench construction
 - Provide a concrete section design for the sidewalk/paved areas.
 - Provide shallow foundation design criteria including:
 - Allowable bearing pressure
 - Lateral passive earth pressure resistance
 - Sliding resistance on soil
 - Settlement estimates
 - Seismic Site Class

9. Prepare a geotechnical engineering evaluation report which includes all of our field, laboratory, our engineering analysis, and our recommendations for design and construction.

Construction Observation and Testing

We understand that STRATA will be retained to provide observation, testing, and consultation during construction to verify our design assumptions and provide quality control for the project. We plan to accomplish material testing and inspection for earthwork materials, concrete, and asphalt. Our construction observation and testing personnel are International Code Council (ICC) certified to perform all necessary special inspections and have the experience to work closely with the project team. We have included a preliminary fee for these services, below, at the request of CCDC. Since design plans and specifications including material quantities and construction quality assurance needs have not been provided, we can only provide preliminary fee estimate for these services at this time. If we are not retained to provide earthwork construction observation and testing, we cannot be responsible for soil engineering-related construction errors or omissions.

ADDITIONAL SERVICES

We recommend the following additional services be accomplished by STRATA to assist the project team with valuable design criteria and consultation.

Design Development Consultation/Review of Plans and Specifications

We recommend STRATA be retained to accomplish design development consultation, review of earthwork, foundation, drainage and pavement portions of the plans and specifications prior to bidding of the work. It has been our experience that having us review the construction documents lessens the potential for errors and also reduces costly changes to the contract during construction.

SCHEDULE AND FEE

At this time, we expect to be ready to mobilize when the proposed park site is accessible. We cannot guarantee the drill rig will be available with short notice. We will initiate our fieldwork within 2 to 3 weeks of receiving your written authorization to proceed, depending on drill rig availability and coordination with the property owner. We can provide preliminary recommendations to the design team prior issuing our final report. Our report will be issued within 4 weeks of completing our field evaluation. Fees for geotechnical engineering services will be provided on a Lump Sum basis, and construction services will be provided on a Time and Expense basis with the estimated value presented below.

We will perform our geotechnical engineering evaluation on a lump sum basis. We estimate the following fee based on our project concept understanding at this time and our experience with similar projects. Additional evaluation, exploration, testing, or other services outside of those described herein will increase these fees. However, we will not exceed these amounts without your prior written approval.

If we become aware of conditions that could affect our scope of work or the proposed fee, we will notify you immediately. Our fee does not include attendance at meetings, revisions to the final report, or other correspondence. The fee for these items would be billed on a time-and-expense basis.

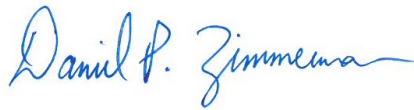
The fee for our services as outlined in this proposal are summarized as follows:

Geotechnical Engineering Evaluation (GEE)	Lump Sum \$12,500
Construction Observation and Testing (Preliminary)	\$10,000
Design Consultation/Plan and Specifications Review	\$750 to 1,500

AUTHORIZATION

We appreciate the opportunity to present this updated proposal for geotechnical engineering and construction services and look forward to working with QRS Consulting, LLC, CCDC, and your design team on this project. If we are to proceed with this scope of services as outlined in this proposal, please sign and return a copy of the enclosed *General Conditions for Geotechnical Engineering Services* as our authorization to proceed. If you have any questions, please contact us.

Sincerely,
STRATA



Daniel P. Zimmerman, P.E.
Project Engineer



Daniel P. Gado, P.E.
Senior Engineer

DPZ/DPG/jh

Enclosure: General Conditions for Geotechnical Engineering Services



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AGENDA BILL

Agenda Subject: 705 S. 8th St., South 8th Street and Greenbelt Site Improvements. Type 4 Capital Project Coordination with City of Boise Public Works		Date: August 14, 2023
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Exhibit A – Design Constraints 2) Exhibit B – Site Utilities Concept 3) Exhibit C – Schedule of Expenses	
Action Requested: Designate 705 S. 8th St., South 8th Street and Greenbelt Site Improvements as a project eligible to utilize the Type 4 assistance and direct the Agency to negotiate a final agreement with City of Boise Public Works for future Board approval.		

Background:

South 8th Street is increasingly being used as a major corridor for pedestrians and bicyclists between Downtown Boise and the Boise Greenbelt. The objective of the project is to create a safer, stronger, and more distinctive relationship between the public realm of the Greenbelt, 8th Street, and adjoining uses including the Wassmuth Center and Anne Frank Memorial. At present, the existing 8th Street pathway connection to the 9th Street Pedestrian Bridge and Greenbelt traverses the memorial in a way that diminishes the experience of both the pathway and the memorial. It also creates unsafe conflicts between cyclists passing through and visitors to the memorial as shown in Exhibit A. The same set of circumstances apply to the relationship between the pathway, Main Library, and The Cabin.

The proposed improvements include Greenbelt realignment, right-of-way improvements on 8th and 9th streets, fiber optic and utility upgrades, as well as lighting, security, and wayfinding improvements to optimize the overall connectivity, circulation, and safety adjacent the Greenbelt. The improvements are shown on Exhibit B.

The City will work closely with area stakeholders to design the ideal condition at this important juncture in Downtown Boise and pursue a phased implementation of the improvements. The City anticipates completing final design of the South 8th Street and Greenbelt Site Improvements in December 2023 with a construction start anticipated in August 2024.

The City of Boise Public Works Department is requesting funding assistance in the amount of \$2,500,000 from the Agency for the needed assistance associated with the Greenbelt realignment, right-of-way improvements and infrastructure upgrades. CCDC has determined that it is in the public interest to enter into a Type 4 Capital Project Coordination Agreement with the City for the improvements.

Fiscal Notes:

Funding for the reimbursement is included in the Agency's approved FY2023 budget and forecasted FY2024 budget. This funding will augment contributions by City of Boise.

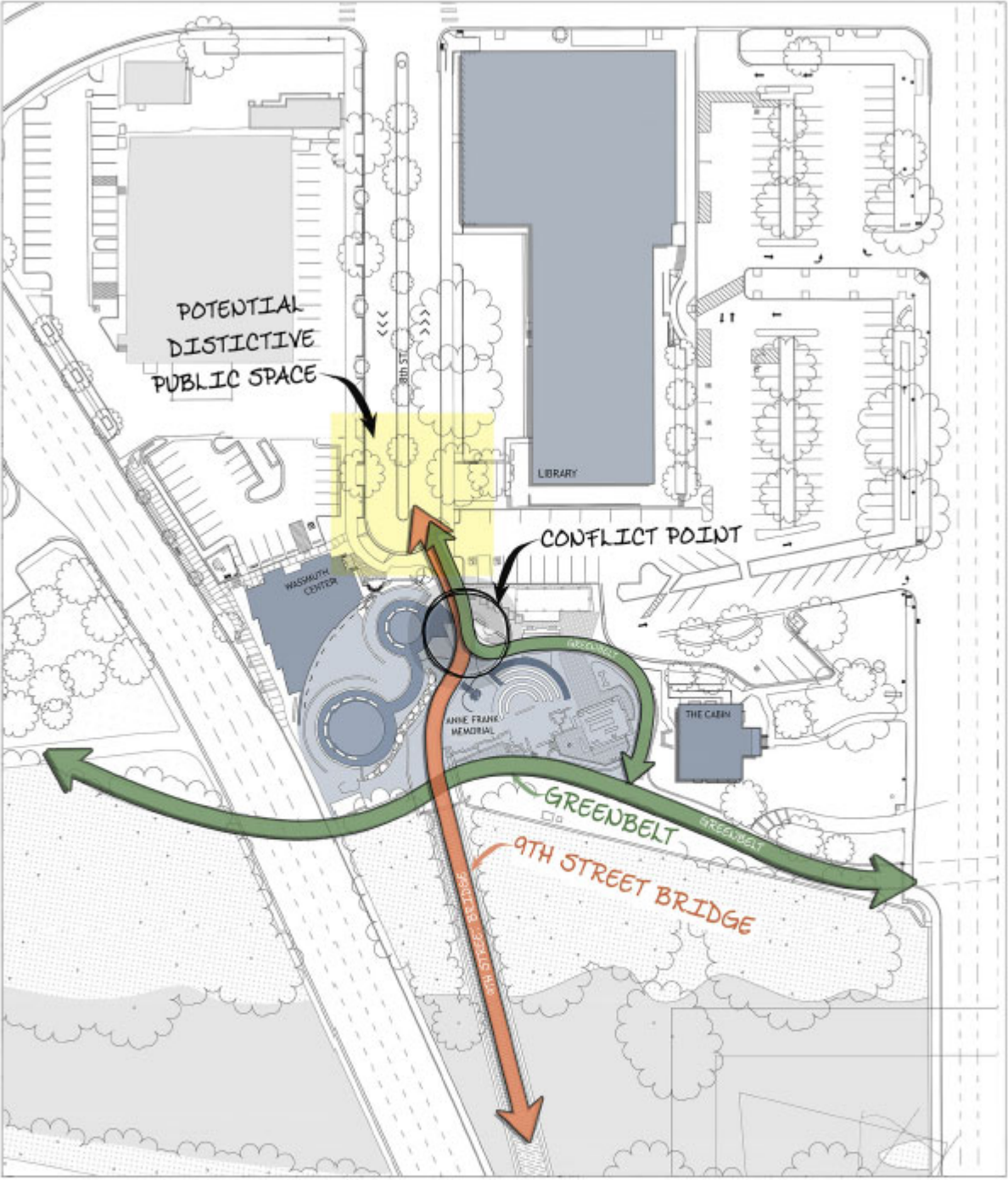
Staff Recommendation:

Designate 705 S. 8th St., South 8th Street and Greenbelt Site Improvements as a project eligible to utilize the Type 4 assistance and direct the Agency to negotiate a final agreement with City of Boise Public Works for future Board approval.

Suggested Motion:

I move to designate 705 S. 8th St., South 8th Street and Greenbelt Site Improvements as a project eligible to utilize the Type 4 assistance and direct the Agency to negotiate a final agreement with City of Boise Public Works for future Board approval.

Exhibit A – Design Constraints



CITY
OF
BOISE
PLANNING & DEVELOPMENT SERVICES

8TH STREET & GREENBELT CONNECTION
Exhibit A

DESIGN CONSTRAINTS
JULY 2023
0 10 20 30



Exhibit B – Site Utilities Concept

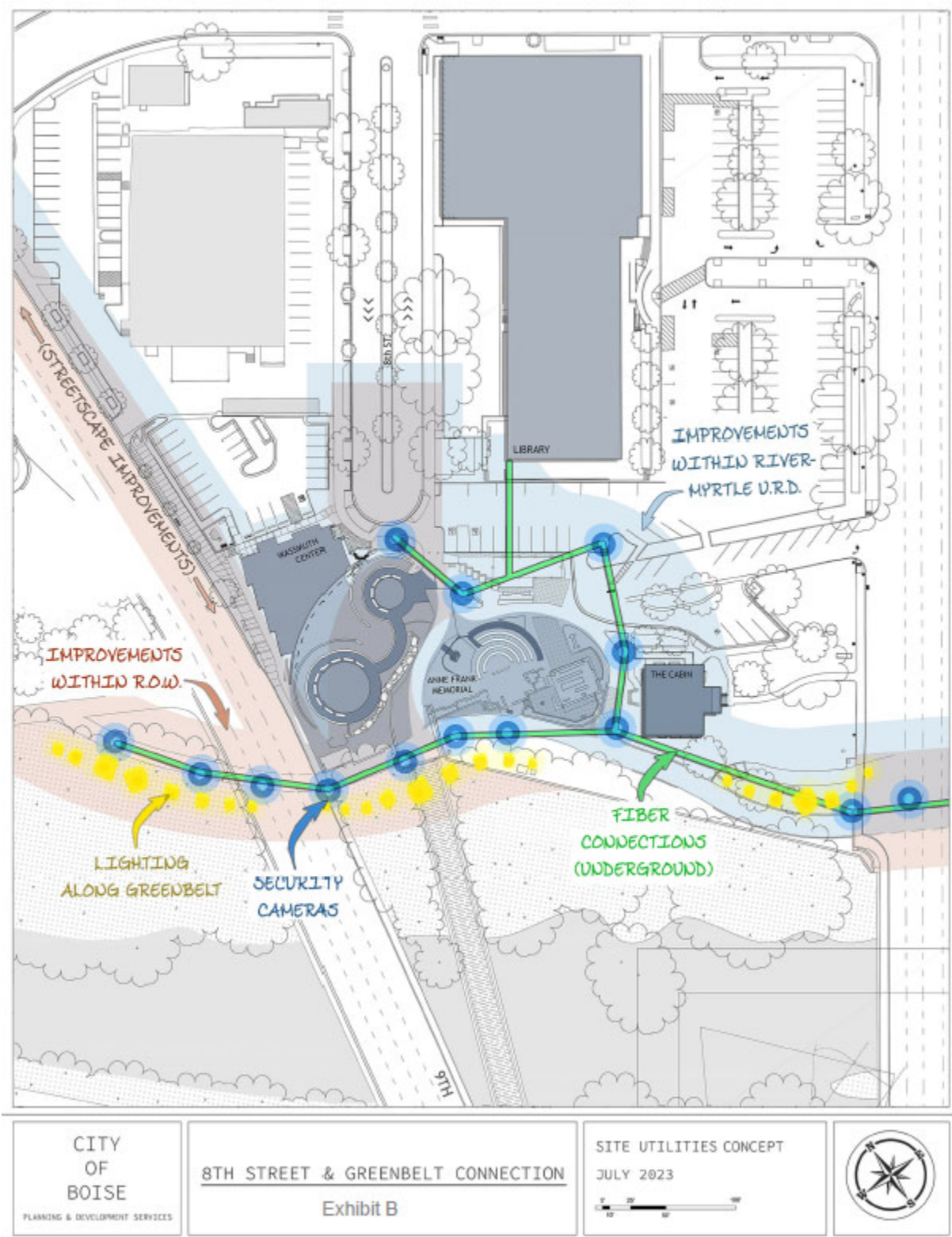


Exhibit C – Schedule of Expenses

Project: South 8th Street Connectivity

Date: 7/1/2023

Item	Description	Project Total Cost
Greenbelt Realignment Costs		
	General Requirements	\$ 160,000
	Site Traffic Control/ Closures	\$ 25,000
	Demolition, Earth Work and Site Prep	\$ 1,100,000
	Paving	\$ 20,000
	Concrete replacement	\$ 45,000
	GC Overhead/ Profit	\$ 90,000
	Construction Contingency	\$ 190,000
	<i>Sub-Total, Construction Costs:</i>	<i>\$1,630,000</i>
Right of Way Improvements		
	9th Street Improvements	\$300,000
	8th Street Improvements	\$100,000
	<i>Sub-Total, Infrastructure Costs:</i>	<i>\$400,000</i>
Infrastructure Upgrades		
	Information Technology Upgrades (Network, cabling, security)	\$315,000
	Lighting Improvements	\$85,000
	Wayfinding	\$70,000
	<i>Sub-Total, Infrastructure Costs:</i>	<i>\$470,000</i>
	Project Total:	\$2,500,000



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AGENDA BILL

Agenda Subject: CONSIDER: Block 68 South Mixed Use Residential and Mobility Hub Development and Block 69 North Workforce Housing Development. Request for Revised Participation.		Date: August 14, 2023
Staff Contact: Alexandra Monjar, Project Manager	Attachments: 1) Developer Letters dated August 8, 2023	
Action Requested: Authorize departure from Agency Participation Program Type 5 policy and direct the Executive Director to respond to the Developer’s requests as summarized herein, to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the Block 68 South and Block 69 North Disposition and Development Agreements (the “DDAs”) for future Board approval, and to direct negotiation of amendments to the DDAs, for future Board approval.		

Background:

CCDC published the Block 68 Catalytic Redevelopment Project Request for Proposals ("RFP") in May 2021 to catalyze development of Workforce housing, improve mobility infrastructure, and encourage private investment in the Westside District. The RFP offered disposition of 421 N. 10th St. and 1010 W. Jefferson St., participation in public infrastructure, and purchase of public parking facilities. The Agency expected proposals to deliver a minimum of 225 units of housing with 155 rent restricted units (25 and 130 units at rates affordable to households earning 80% or 120% Area Median Income, respectively), and integrate and improve mobility plans and infrastructure, and the urban environment of the neighborhood.

In December 2021, the CCDC Board selected the proposal from a development team led by Edlen & Co. and deChase Miksis ("Developer") and the Parties executed an Agreement to Negotiate Exclusively in March 2022. Thereafter, Agency and Developer entered into the Disposition and Development Agreements for the Workforce Housing Project proposed on Block 69 North¹ on October 10, 2022, and for the Mixed Use Residential and Mobility Hub Project on Block 68 South on December 15, 2022 ("DDAs").

On April 28, 2023, the Developer submitted Unit Documentation and Schematic Design Documentation for both projects to the Agency along with requests for revised terms of Agency participation and adjusted performance deadlines. Agency staff presented an overview of these submissions to the Board on May 8, 2023. At this meeting, the Board established a project review committee ("Committee") to assist in review and analysis of the Developer's submissions and request for revised performance timelines and assistance.

¹The Block 69 North DDA is facilitated by a separate land exchange agreement between the Agency and the Treasure Valley YMCA.

Project Review Committee:

The Committee, including Chair Latonia Haney Keith, and Commissioners John Stevens and Rob Perez, together with CCCDC staff members was tasked with reviewing and analyzing the Developer's submissions, fact-finding, and aiding Agency staff in considering the Developer's requests for revised assistance in the Block 68 South and Block 69 North projects. The Committee met several times between May 18th and July 31st to review submissions from the Developer, interview the Developer, discuss findings with the Agency's consultants, and analyze the projects and extent of Agency participation.

The Committee made no decisions or recommendations. The full Board of Commissioners is tasked with making any decisions related to the findings and recommendations summarized in this document. These recommendations are provided by Agency staff with consideration of the investigations, fact-finding and guidance provided by the Committee as well as CCDC's consultant, SB Friedman Development Advisors, LLC.

Developer's Requests for Revised Assistance:

The Developer requested CCDC provide land at no upfront cost to both projects, accepting a completion guaranty from the Developer in lieu of payments for the Initial Purchase Prices. This would require a waiver of the Type 5 Participation Program policy. The policy allows the Board of Commissioners to "consider a program exception if, in its sole judgment, certain necessary and sufficient conditions exist to warrant the modification of one or more of the program requirements for a project."

Following the Committee's review of the Developer's initial submissions, in-person review of the project pro formas, and consultation with the Agency's consultant performing a deal review, Agency staff requested the Developer provide more information regarding its stated financial thresholds and projected debt and equity terms in a memo dated May 24, 2023.

On June 29, 2023, The Developer provided letters from potential financial partners and consultants summarizing capital market conditions. These letters outlined current market terms for debt and equity including interest rates, loan to cost ratios, debt coverage requirements, and underwriting assumptions. Accounting for these terms, the projects as described and structured in the DDAs do not meet the Developer's stated minimum financial viability thresholds. On July 19, 2023, the Developer met with Agency staff to discuss this information and how the projects might move forward.

Following this discussion, additional meetings, and updated Developer information concerning CCDC participation, the Developer submitted the enclosed proposals and requests for revised participation for each project dated August 8, 2023. The Developer has represented that these requests, reductions to the Developer's operating fees and developer fees, and ongoing efforts to reduce costs for both projects described in these letters would allow the projects to meet minimum financial thresholds with current conditions.

The Developer's updated requests to the Agency can be summarized as follows:

1. Agency purchase of the "State Parcel" for \$1.7 million, the price paid by the Developer, to assist the Block 68 South project.
2. Agency contribution of the full land value of each half block, subject to a reconciliation reuse appraisal, at no upfront cost to the projects with completion guarantees provided by the Developer in lieu of reimbursable property purchase payments at Closing for each project.

3. Authorization of changes to the Block 69 North Schematic Design and Unit Documentation approved by the Board on June 12.
4. Reimbursement for public improvement expenses related to Block 69 North as they are incurred, versus on completion.
5. Agency purchase of 205 parking spaces and the BikeBOI cold shell for \$11 million.

Staff Recommendations:

Agency staff believes conditions sufficient to warrant policy departure exist and has prepared recommendations for responding to the Developer's requests, which are summarized below. Recommendations include proposed terms and conditions based on the information review and fact-finding of the Committee intended to provide guidance to the Agency.

Global proposed terms and conditions for the Board's consideration include:

- Developer and CCDC will enter into interim implementation agreements or similar agreements acknowledging the terms agreed to by the Parties to be included in DDA amendments. The Parties will endeavor to enter such implementation agreements by the August 30, 2023, Board of Commissioners meeting.
- Developer will advance design of the projects while Developer and CCDC negotiate the terms of the DDA amendments.
- Developer will expressly assume the risk for all design and development costs incurred by Developer; CCDC is not responsible for any costs incurred by Developer.

With Developer agreement to the above, Agency staff recommends the following responses to the Developer's requests:

Developer Request	Staff Recommendation
1. Purchase the "State Parcel" for \$1.7 million.	Direct the Executive Director to negotiate a Purchase and Sale agreement to acquire the "State Parcel" for \$1.7 million which acquisition is not tied to performance under the DDAs.
2. Contribute the full land value of each half block (\$6.75 million for Block 69 North and \$7.78 million for Block 68 South) at closing with completion guarantees provided in lieu of reimbursable payments.	Authorize departure from the Agency's Type 5 Participation Program policy and direct the Executive Director to negotiate DDA amendments that include upfront contribution of the full land value of each half block subject to certain terms and conditions, including a reconciliation reuse appraisal process, review and approval of the completion guarantees and financial strength of the guarantor(s), enhanced Agency review of Developer's evidence of financing, and post-closing remedies, terms and conditions.
3. Authorize changes to the Block 69 North project design.	Authorize Developer to revert the Block 69 North design to standards established in the DDA, with Board review and approval required upon submission of revised Schematic Design Documentation and Unit Documentation.
4. Reimburse Developer for Block 69 North public improvement expenses as they are incurred.	Reject this request and reimburse the Developer for Block 69 North public improvement expenses in accordance with Participation Program policy (payment upon completion) and subject to the forthcoming Type 4 Agreement.

5. Purchase the BikeBOI cold shell and 205 parking stalls in the Block 68 South Mobility Hub Project for \$11 million.	Direct the Executive Director to negotiate a Purchase and Sale Agreement for the Agency Garage Unit in the Block 68 South project for \$11 million to include the BikeBOI cold shell and 205 parking spaces, and subject to the Developer's performance under the Block 68 South DDA and any amendments to the DDA.
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Staff recommends that the Board authorize and direct the Executive Director to respond to the Developer's requests as summarized above and to negotiate implementation agreements to be reviewed and approved by the Board at its next meeting. The implementation agreements will formalize the deal points and terms and conditions above to guide negotiation of amendments to the Block 68 South and Block 69 North DDAs for Board approval.

Implementation agreements are recommended because negotiating and finalizing DDA amendments may take several months, and the projects are time constrained with the close of the Westside District. The implementation agreements would provide assurances and mitigate risks for both Parties by formalizing these responses and the Developer's agreement with the proposed terms and conditions, and their commitment to advance work on project design while amendments are drafted and finalized.

Note that with the exception of the initial purchase payment, all of the terms, covenants, and conditions in the DDAs regarding disposition and conveyance of the property will remain in place. CCDC will not convey property to the Developer until the Developer has performed all deliveries required under the DDAs including executed construction contracts, executed construction loan documents, and evidence of financing as outlined in the DDAs.

Fiscal Notes:

The total expenses to the Agency of these requests in excess of contributions described in the DDAs would be \$2,733,000. This includes \$1,700,000 to purchase the "State Parcel", \$100,000 cash added to the purchase price of the Agency Garage Unit, and \$933,000 in land exchange expenses previously recouped by the Agency.² The Agency has sufficient funds in the Westside District and from its parking operations to support the increased assistance.

² The Agency is contributing 421 N. 10th Street and \$3,605,000 in cash to the YMCA in exchange for the Block 69 North properties. The Block 69 North DDA contemplates a land value discount to the Developer of no more than \$4,461,000. This results in the Agency receiving \$2,269,000 from the Developer that it would not reimburse for the remaining value of the Block 69 North property whose total value is \$6,730,000. Therefore, the Agency's net cash expense related to the acquisition and disposition of Block 69 North property is \$1,336,000 under the current agreements. If the Agency contributes the full value of the half block to the project, the Agency's net cash expense becomes \$2,269,000, an increase of \$933,000.

Suggested Motion:

I move to authorize departure from Agency Participation Program Type 5 policy and direct the Executive Director to respond to the Developer's requests as summarized herein, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the Block 68 South and Block 69 North Disposition and Development Agreements (the "DDAs") for future Board approval, and to direct negotiation of amendment to the DDAs, for future Board approval.

Block 68 South Development, LLC
PO Box 733
Boise, ID 83701

August 08, 2023

Capital City Development Corp.
Attn: John Brunelle
Executive Director
121 9th Street; Ste 501
Boise, ID 83702

VIA: Email

**RE: BLOCK 68 SOUTH MIXED-USE HOUSING & MOBILITY HUB PROJECT
PROJECT ASSISTANCE REQUEST**

Dear Mr. Brunelle:

Thank you for the opportunity to provide you with an update on the above referenced project for which Capital City Development Corp ("Agency") and Block 68 South Development, LLC ("Developer") have an executed Disposition and Development Agreement ("DDA"). It is our hope that we can work together to restructure the DDA to ensure a successful development project.

As we discussed at our meeting with you and Agency staff on July 19, 2023, market conditions over the past year have significantly changed. This has put the viability of the proposed Block 68 South project at risk. The financial market changes to interest rate, loan requirements, debt service coverage requirements, and constricted underwriting have had the greatest impact on the project. This was detailed in the current financial market letters provided to Agency on June 29, 2023.

Continued increases in the cost of construction and increase in operating expenses are also impacting the project. The original project budget that was estimated at \$118,372,000 is currently \$133,000,000. Operating expenses, property taxes, and insurance have also increased over the same time. These factors, along with the financial market conditions mentioned above have pushed our projected investor returns to levels below market requirements.

We have, and will continue to look for opportunities to help ensure the success of this project including: design adjustments to improve building efficiency, construction options to reduce cost, and debt and equity options to assist with the capital stack including HUD backed programs.

We respectfully request, as a valued partner, the Agency's assistance to help mitigate the current market conditions, by making the following changes to our current DDA. These financial changes will assist project viability by raising current returns to meet minimum capital market return thresholds:

- Agency purchases "State Property" from Developer (\$1.7 million) promptly upon board approval; and
- Agency provides the entire half block at no upfront cost to project. A reconciliation reuse appraisal at closing would determine the final land value required to meet minimum capital market return thresholds. In return, Developer would provide completion guaranty to Agency, similar to the one required by the project lender (additional detail provided below); and

- Agency purchases 205 parking spaces and BikeBoi cold shell premises for \$11.0 million.

With each of the above options and in addition to the efforts noted earlier in this letter, the Developer shall:

- Continue to look for opportunities to reduce project cost, refine development contingencies, increase revenue, and optimize financing terms; and
- Lower developer fee on Agency component of the project from 5% to 3%; and
- Lower asset management fee from 1.5% to 1.25%.

As mentioned above, the Developer completion guarantee would align with lender requirements. As a point of reference, the provisions could include:

- Developer unconditionally and irrevocably guarantees the full and punctual performance of, and compliance by Developer with, all of Developer's obligations under the DDA, including, without limitation:
 - the obligation to prosecute the construction and completion of the Work in accordance with the DDA.
 - the obligation to provide information and documents to Agency related to Developer's performance of the Work
 - the obligation to make true and correct representations and warranties
- Guaranty is an absolute and unconditional guaranty of performance and payment when due of the guaranteed obligations and not of collection of any indebtedness contained in or arising with respect to the guaranteed obligations
 - Developer will pay all reasonable costs, expenses and damages incurred (including, without limitation, reasonable attorneys' fees and disbursements) in connection with the enforcement of the Developer obligations.

We appreciate Agency's ongoing partnership and engagement in this project. If one or more of the above options, or a combination of the above options are agreeable to the Agency we will look to amend the DDA accordingly.

Even with acceptance of the above financial requests, there are market variables that are outside our control. Such variables, including interest rates, construction cost, and rent volatility have the potential to further threaten the viability of this project. As stated, the Developer will continue to work to mitigate such risks and ensure a successful project.

Please contact me if you have any questions at 520-270-6846

Sincerely,



Matt Neilson
deChase Miksis
Matt@deChase.com

Block 69 North Development, LLC
PO Box 733
Boise, ID 83701

August 08, 2023

Capital City Development Corp.
Attn: John Brunelle
Executive Director
121 9th Street; Ste 501
Boise, ID 83702

VIA: Email

**RE: BLOCK 69 NORTH WORKFORCE HOUSING DEVELOPMENT PROJECT
PROJECT ASSISTANCE REQUEST**

Dear Mr. Brunelle:

Thank you for the opportunity to provide you with an update on the above referenced project for which Capital City Development Corp ("Agency") and Block 69 North Development, LLC ("Developer") have an executed Disposition and Development Agreement ("DDA"). It is our hope that we can work together to restructure the DDA to ensure a successful development project.

As we discussed at our meeting with you and Agency staff on July 19, 2023, market conditions over the past year have significantly changed. This has put the viability of the proposed Block 69 North project at risk. The financial market changes to interest rate, loan requirements, debt service coverage requirements, and constricted underwriting have had the greatest impact on the project. This was detailed in the current financial market letters provided to the Agency on June 29, 2023.

Continued increases in the cost of construction, decline in local residential rental rates, and increased operating cost are also impacting the project. The original project budget that was estimated at \$62,204,000 is currently \$71,000,000, rental rates have dropped between 5% and 10%, and operating expenses, property taxes and insurance have continued to rise over the past year. These along with the financial market conditions mentioned above, have pushed our projected investor returns to levels below market requirements.

We have, and will continue to look for opportunities to help ensure the success of this project including design adjustments to improve building efficiency, construction options to reduce cost, debt and equity options to assist with the capital stack including HUD backed programs, evaluating project size and associated construction type to reduce cost, outreach to other public agencies regarding additional funding sources, and work with local businesses on the potential for below-market tax-exempt bond financing. This is in addition to reducing our project fees and future asset management fees.

We respectfully request, as a valued partner, the Agency's assistance to help mitigate the current market conditions, by making the following changes to our current DDA. These financial changes will assist project viability by raising current returns to meet minimum capital market return thresholds:

- Agency provides the entire half block at no upfront cost to project. A reconciliation reuse appraisal at closing would determine the final land value required to meet minimum capital market return thresholds. In return, Developer would provide a completion guaranty to Agency, similar to the one required by the project lender (additional detail provided below); and
- Agency provides funds to complete public improvements as outlined in the Type 4 agreement during the course of construction; and
- Agency approves the reduction from 260 residential units in the Schematic Design to 217 residential units. Reducing the unit count reduces construction cost by changing from a five-over-three construction type to a five-over-two construction type. By removing a floor, the project can provide greater first floor height to meet Agency Schematic Design approval comments, while meeting City of Boise code requirements. The project will maintain 25 units at 80% AMI rent levels and 130 units at 120% AMI rent levels, including the CCDC requested additional two-bedroom units at each AMI rent level included in the Schematic Design.

In addition to the efforts noted earlier in this letter, the Developer shall:

- Continue to look for opportunities to reduce project cost, increase revenue, refine development contingencies, and optimize financing terms; and
- Lower developer fee on project total by 0.5%
- Lower asset management fee from 1.5% to 1.25%.

As mentioned above, the Developer completion guarantee would align with lender requirements. As a point of reference, the provisions could include:

- Developer unconditionally and irrevocably guarantees the full and punctual performance of, and compliance by Developer with all of Developer's obligations under the DDA, including, without limitation:
 - the obligation to prosecute the construction and completion of the Work in accordance with the DDA.
 - the obligation to provide information and documents to Agency related to Developer's performance of the Work.
 - the obligation to make true and correct representations and warranties.
- Guaranty is an absolute and unconditional guaranty of performance and payment when due of the guaranteed obligations and not of collection of any indebtedness contained in or arising with respect to the guaranteed obligations.
 - Developer will pay all reasonable costs, expenses and damages incurred (including, without limitation, reasonable attorneys' fees, and disbursements) in connection with the enforcement of the Developer obligations.

We appreciate the Agency's ongoing partnership and engagement in this project. If the above adjustments are agreeable to the Agency, we will look to amend the DDA accordingly.

Even with acceptance of the above financial requests, there are market variables that are outside our control. Such variables, including interest rates, construction cost, and rent volatility have the

potential to further threaten the viability of this project. Developer will continue to work to mitigate such risks and ensure a successful project.

Please contact me if you have any questions at 520-270-6846

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Neilson', with a stylized, cursive script.

Matt Neilson
deChase Miksis
Matt@deChase.com



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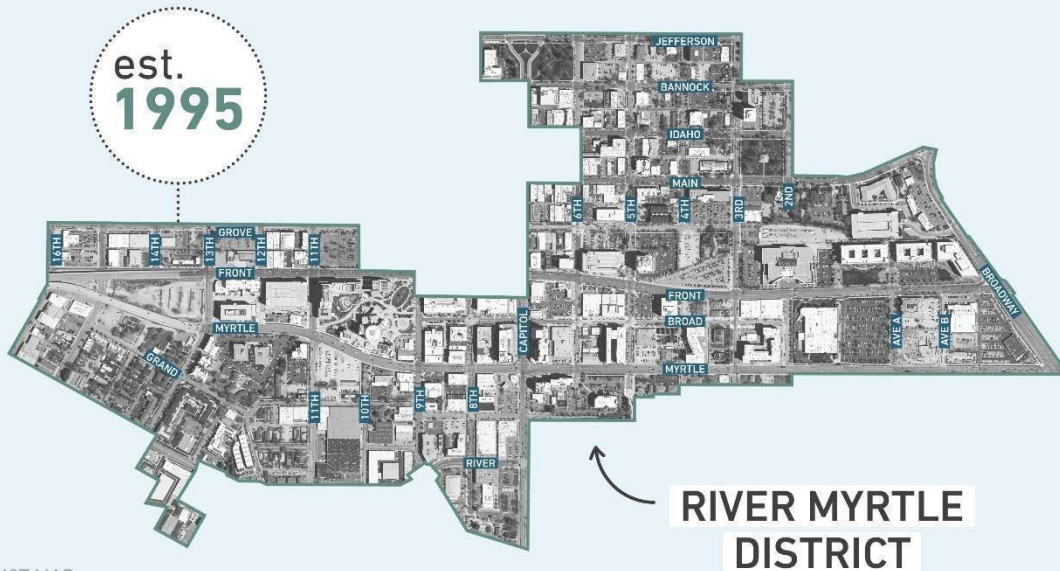
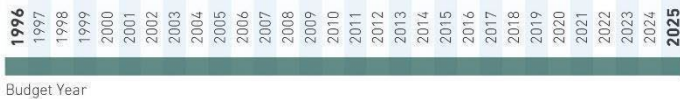


DATE: August 14, 2023
TO: Latonia Haney Keith, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

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 are awaiting further information while the City of Boise 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 2022, and the project is expected to be completed this summer. *Project Lead: Kassi Brown*

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 approved the Type 4 Capital Improvement Project Coordination participation agreement in June and construction is underway. *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 \$1.7 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 this summer. *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 \$500,000 in reimbursements for 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 4 Participation in March. The Agency is negotiating a final agreement for Board approval in September. *Project Lead: Kevin Holmes*

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.

212 S. 16th St. - Fire Station #5 - PP Type 4: Partnership with City of Boise to assist with streetscape, alley and utility improvements associated with redevelopment of Fire Station #5. The Board designated the project on May 8. The Agency is anticipating bringing the final agreement to the Board on August 14. *Project Lead: Karl Woods*

South 8th Street and Greenbelt Site Improvements - PP Type 4: Partnership with City of Boise to assist with Greenbelt realignment, right of way improvements, safety, and security upgrades to optimize connectivity, circulation, and safety adjacent the Greenbelt. The Agency anticipates bringing the project to the Board on August 14 for designation consideration. *Project Lead: Karl Woods*

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*

3rd Street Streetscape Improvements, Front to Jefferson Streets: This project will make streetscape improvements and road intersection adjustments to 3rd Street and Main Street to improve the safety and functionality of the rights-of-way for pedestrians, cyclists, and vehicles. The design will be coordinated with ACHD’s Bannock Street Neighborhood Bikeway project. Jensen Belts Associates was selected through a competitive RFQ process and is under contract to provide a topographic survey, schematic sign, and design review approval. The design is anticipated to be completed in spring 2024, with construction to start later that year. *Project Lead: Karl Woods*

Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street: This project will make streetscape improvements, provide a pedestrian crossing at Fulton Street, install a bulb-out on the northeast corner of Myrtle Street, improving the safety and functionality of the rights-of-way for pedestrians, cyclists, and vehicles. This effort is in coordination with improvements identified in ACHD’s “Capitol Boulevard Concept” project, which includes the area spanning from Vista Avenue to the Greenbelt. In July 2023, a competitive RFQ was released, with responses due on August 10th. The design is anticipated to be completed in summer 2024 with construction to start later that year. *Project Lead: Kelly Burrows*

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. To date, the Kittelson & Associates Design Team has completed topographic surveys, assessed existing stormwater facilities, evaluated ADA compliance of pedestrian facilities, completed additional traffic analyses requested by ITD, and completed the 75% Design Plans submittal. Staff are preparing an RFQ for CM/GC services on the project, with the anticipated selection of a CM/GC in September 2023. Staff anticipates that the final construction documents will be complete midway through FY2024. At that time, an additional Interagency Cost Share Agreement for construction will be negotiated with ACHD. Passage of House Bill 25 in 2023 requires additional project approvals through the State of Idaho for this project as it will impact 6th Street (Jefferson to State) for more than seven days. *Project Lead: Zach Piepmeyer*

Boise Canal Multi-Use Pathway - 3rd Street to Broadway: As identified in the 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. The consultant has completed a topographic survey of the project area and is currently working on preliminary alternative pathway designs and coordinating proposed improvements with the Boise City Canal Company and adjacent property owners. *Project Lead: Kelly Burrows*

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. *Project Lead: Karl Woods*

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 has completed construction documents. The construction documents were submitted to ACHD and City of Boise on March 15 for permit review. CCDC is responding to plan review comments from ACHD and the City of Boise. Construction start is anticipated for September. *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 led the design effort and Guho Corp. is the Construction Manager/General Contractor (CM/GC). Guho started construction of the full improvements in June 2023. *Project Lead: Amy Fimbel*

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. Idaho Site Works, LLC began construction on Fulton Street from 8th Street – 9th Street in July. *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 ended on January 25, and the results were analyzed to prepare concepts for the design alternatives public open house, which occurred on April 6 to

gather feedback on the designs. The feedback was analyzed to prepare a preferred design which will be revealed in September. *Project Lead: Karl Woods*

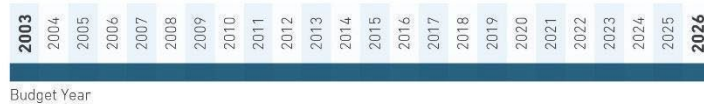
Special Projects

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



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WESTSIDE DISTRICT

DISTRICT MAP



Economic Development

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 St. and 421 N. 10th St. through a competitive Request for Proposals ("RFP") process. The proposal included a land exchange with the YMCA for Agency-owned property at 421 N. 10th St. In exchange for the YMCA's property on Block 69 North. An Amended and Restated Land Exchange was executed in October 2022, as well as the Disposition and Development Agreement ("DDA") for the Workforce Housing Project on Block 69 North for which the exchange is necessary. The Board approved the Block 68 South DDA for disposition of 1010 W. Jefferson St. and the development of a mixed-use residential and Mobility Hub project at its December 2022 meeting. The Developer submitted schematic design documentation for both projects to the Agency on April 28, 2023. The Agency provided an update to the Board at its May Meeting regarding the documentation. The Board established a Project Review Committee to analyze requests for revised assistance and deadline extensions that accompanied these design submissions. This committee, Agency

staff, and the Agency's consultant SB Friedman are reviewing these requests and expect to bring a recommendation for response to the Board this summer. In June, the Board approved, with conditions, the Schematic Design Documentation for the Block 69 North project. *Project Lead: Alexandra Monjar*

1010 W. Jefferson St. - 10Ten Building - Agency Owned Property: McAlvain Construction Companies utilizes 60 parking spaces for staging items for Rebuild 11th Street Blocks and a small office space on the second floor for a construction field office. All leases are now expired as of May 31, 2023, and the building is now vacant. The building signs will be updated to show there are no tenants. The Car Park will convert the lot to \$5 public parking, add signage, and a payment system through ParkMobile. 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 work has begun. Unexpected environmental remediation has slowed progress, though work continues and is expected to be completed within 2023. *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 2022. An amendment to the agreement was executed in May 2023, coordinating construction involving Hendricks' placement of a geothermal snowmelt system in the sidewalk. This amendment does not impact the project's estimated expenses eligible for reimbursement. *Project Lead: Alexandra Monjar*

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, 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 construction is underway with anticipated completion in early 2024. *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*

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 and continuing 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 led 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 8th and 16th 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. 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. ACHD will conduct a new Concept Study in 2023 for this section of the project to determine potential cross-section modifications and signalization changes at key intersections. Improvements proposed through the project east of 8th Street (i.e., outside of the WS URD) will be bid out as separate projects to be constructed in 2023/2024. Agency 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*

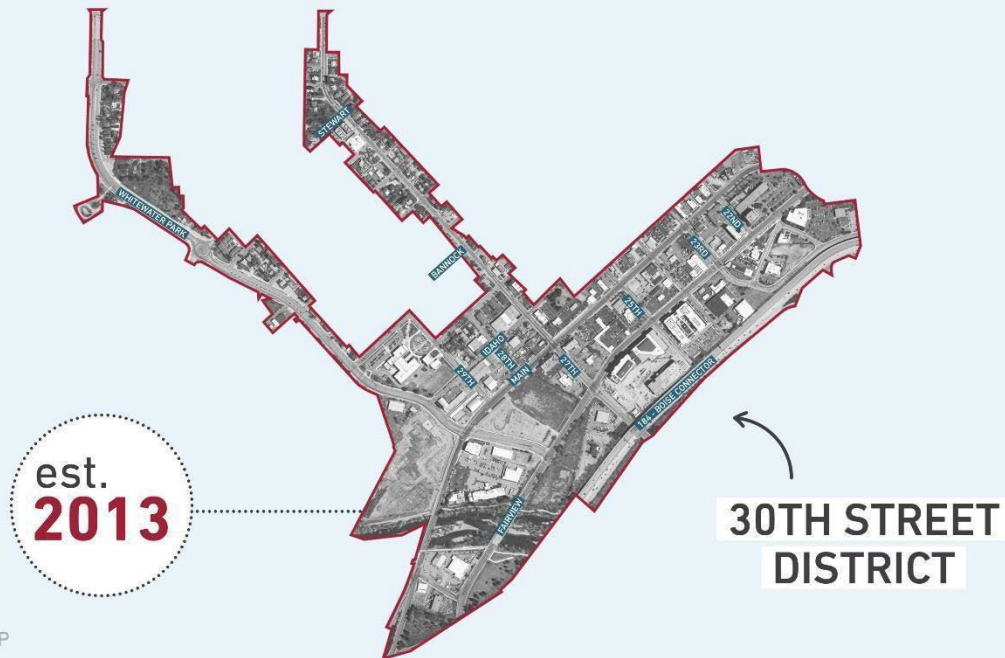
Mobility

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 will extend the 8th Street bike facility improvements north of Franklin Street to Union Street under a future separate project. 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 and final design work is underway. Kittelson submitted a Design Review application to the City of Boise in early June. Final Design is anticipated to be complete in early 2024. Construction to begin spring 2024. CCDC issued a RFQ for Construction Manager/General Contractor (CM/GC) services in May 2023 with responses due to the Agency on July 13, 2023. CM/GC ranking will be presented at the August Board Meeting. *Project Lead: Kelly Burrows*

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 project is on hold as the developer navigates a complicated market environment. *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 space with the existing Capri Restaurant 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 expanding the sewer mainline. Total Development Costs are estimated at \$81 million, and Eligible Expenses at \$1.2 million. The Board approved a final agreement in April, and construction is anticipated to begin this summer. *Project Lead: Kevin Holmes*

2216 W. Fairview Ave. - New Path 2 - PP Type 3: New Path 2 is a permanent supportive housing development comprised of 96 multi-family units and space for ancillary support services. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and support from the city. This development will provide affordable housing for individuals and couples who are homeless or facing homelessness and earning less than 60% of the area median income for Ada County, though residents will be earning substantially below this. There is an estimated \$250,000 in eligible expenses for streetscape and public utility upgrades. The Board designated the project for Type 3

Transformative Assistance participation in May. The Agency plans to bring a final agreement to the Board in late summer. *Project Lead: Kevin Holmes*

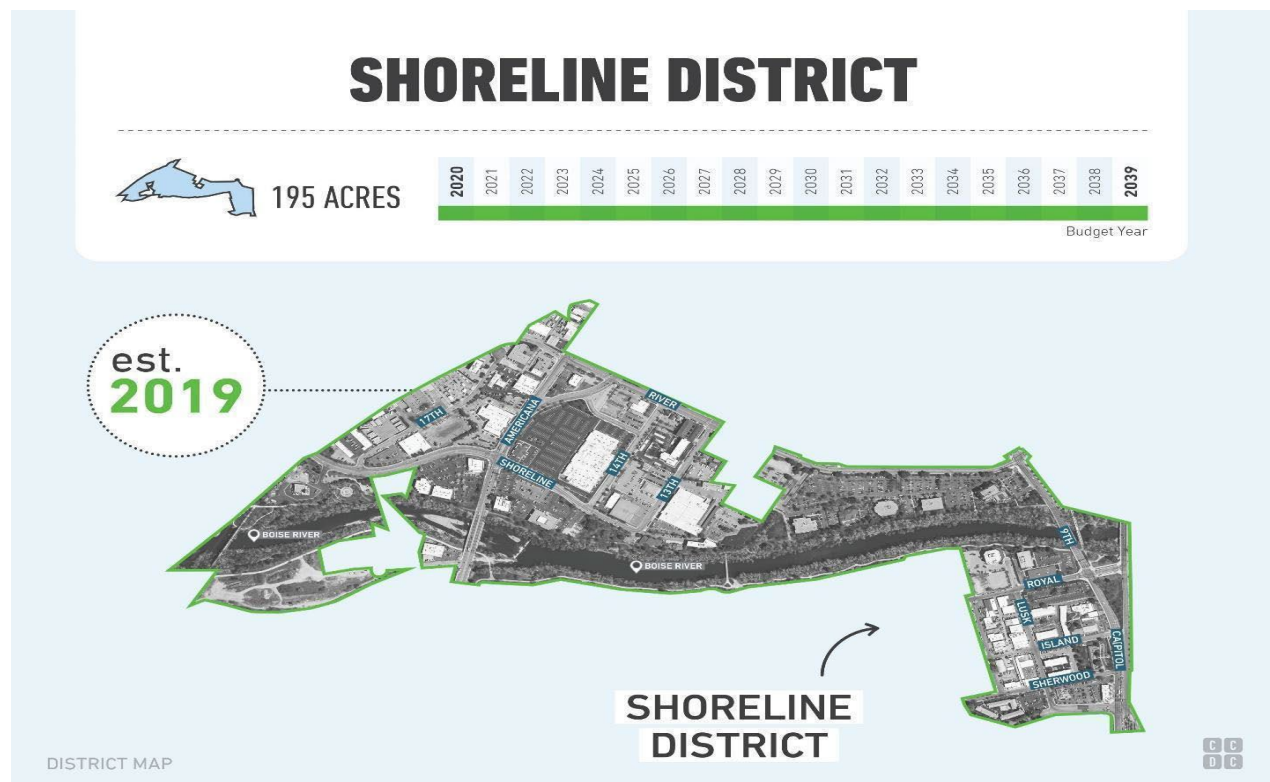
Infrastructure

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 a 50/50 cost share for funding this important project and CCDC has committed approximately \$1.6 million. The Board approved the final agreement in April and construction has already begun on the lift station site with an anticipated completion date of Fall 2024. *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 complete, and St. Luke's is preparing its cost documentation for reimbursement expected to occur this fiscal year. *Project Lead: Alexandra Monjar*

101 S. 27th St. - KDP Corporate Headquarters - 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 approved the final agreement at the April 10, 2023, meeting and these improvements are anticipated to be complete later this summer. *Project Lead: Kassi Brown*



Economic Development

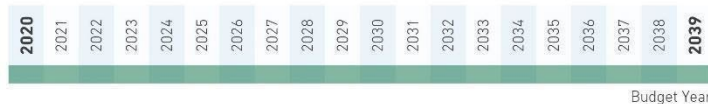
17th Street Interim Streetscape Improvements, Shoreline Drive to Cul-de-Sac: Pedestrian improvements to address the current gaps in the sidewalk and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th Street (cul-de-sac). The goal of this effort is to improve safety and mobility within the public right-of-way on 17th Street. Revised plans and response comments were submitted to ACHD for approval on July 31, 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



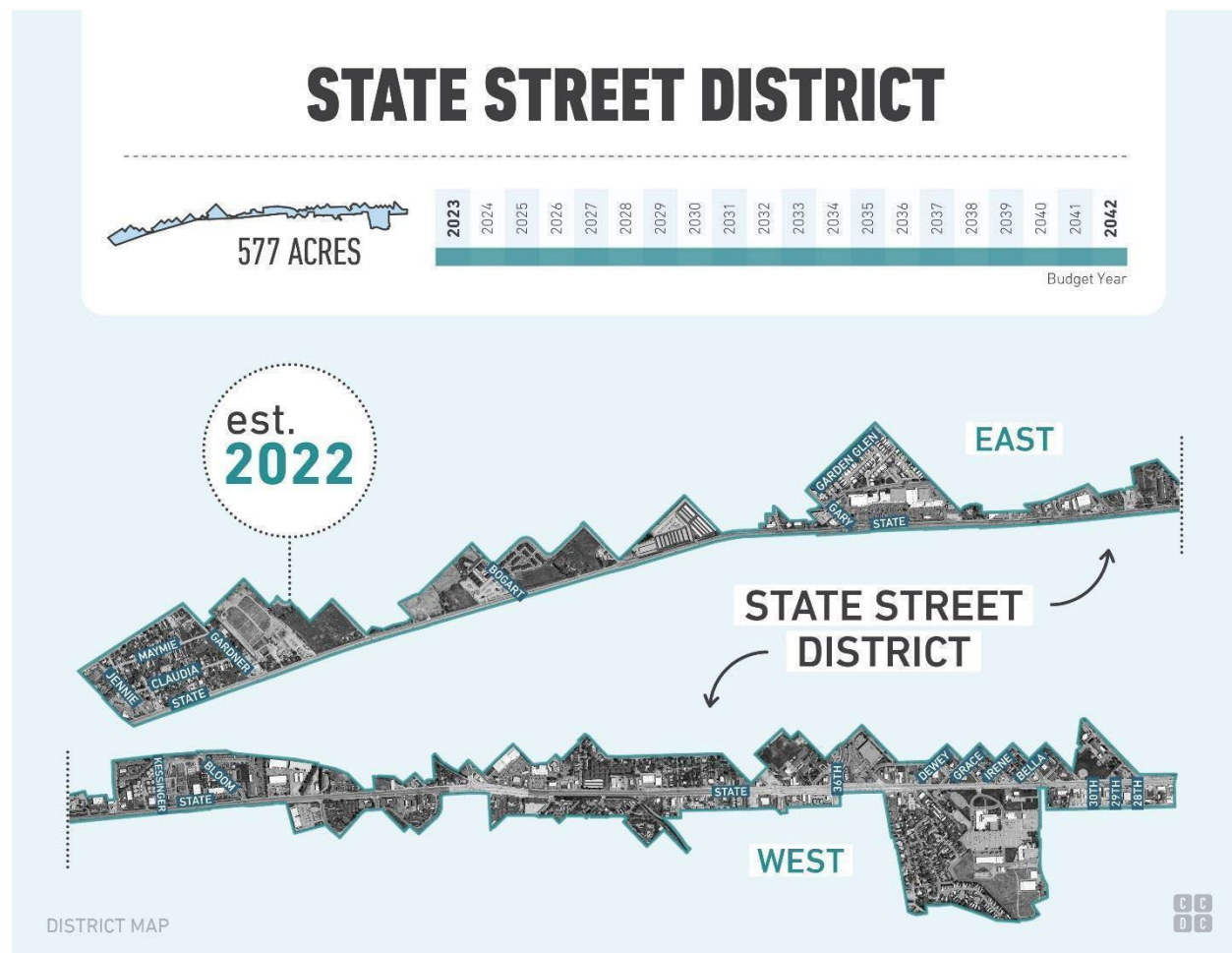
Economic Development

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 Summer 2023. *Project Lead: Alexandra Monjar*

Mobility

Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane: Construction of a five-foot-wide asphalt pathway along the frontage of the Blue Valley Estates Mobile Home Park with a new retaining wall at Five Mile Creek. Revised plans and response comments were submitted to ACHD for approval on July 6, 2023. *Project Lead: Kassi Brown*



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 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 is an estimated \$860,000 in eligible expenses for streetscape and public utility upgrades. The Board designated the project for Type 3 Transformative Assistance in April. The Agency plans to present a final agreement for Board approval in September. *Project Lead: Kevin Holmes*

AGENCY WIDE – ALL DISTRICTS

Parking & Mobility

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. City Go recently appointed a new Mobility Integration Director, Duane Wakan, to replace the former Director. *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 and be completed September 2023. The contract amount is \$790,997. *Project Lead: Aaron Nelson*

10th & Front Garage Waterproofing Repairs Phase 2 The Agency has sent out an invitation to bid for this project published on May 31, 2023. Bids were submitted June 22, 2023, at 3pm and Sawtooth Caulking was the lowest bidder (\$261,560). The project consists of applying membrane to all repair areas on level 4 of the garage for added protection to prevent corrosion to the concrete and repair structures. This project will follow immediately after the repairs are completed by Consurco in late September or early October 2023. *Project Lead: Aaron Nelson*

Rooftop Solar Feasibility Study: In support of the City's Climate Action goals, the Agency initiated this study to determine the feasibility of installing rooftop solar arrays on each of the six current ParkBOI facilities downtown. Kimley-Horn Associates was selected from the Agency's on-call roster to study each of the structures, evaluating the suitability of each for rooftop solar under current Idaho Power rate structures and various solar array ownership models. Kimley-Horn will deliver a final report to the Agency in October 2023 outlining their process, findings, and recommendations on solar array implementation for each garage. *Project Lead: Aaron Nelson*

Parking Access and Revenue Collection System (PARCS) Replacement: The existing system for controlling public entry/exit and payment for parking within five of the six ParkBOI facilities is approaching 10 years in service in 2024. Although the existing system is still functional, industry best practice is for PARCS replacement every 10 years. The Agency will hire a consultant project manager to assist with analyzing the current facilities and current PARCS equipment, investigate current PARCS technologies on the market which would be suitable for ParkBOI facilities, lead an advisory committee to define desirable PARCS characteristics, develop a formal Request for Proposals (RFP) to procure the new PARCS and manage the installation and testing phase of the project. The Agency anticipates a RFQ for consultant services in August 2023 with installation of the new PARCS in the ParkBOI facilities in late 2024. *Project Lead: Zach Piepmeyer*

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
Issues/Comments:	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 th & Front Parking Garage	25.76%
GBAD		2.00%
Aspen Condominiums	Aspen Lofts	52.17%

Hendricks	BoDo Retail Units	20.07%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
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%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
October 25, 2022	TBD	October, 2023
Issues/Comments:		

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

ACME Fast Freight Condominium Association		
CCDC Contact: Zach Piepmeyer		
Member	Unit	Percent Interest



CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9% (Units 104, 015, 201, 202, 301, 302, 401)	66.490%
Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
June 22, 2023	June 2024	TBD
Issues/Comments:		

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VII. ADJOURN



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