



**BOARD
OF
COMMISSIONERS
MEETING
October 9, 2023**

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Board Room, Fifth Floor, 121 N. 9th Street
October 9, 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 ORDERChair Haney Keith

II. ACTION ITEM: AGENDA CHANGES/ADDITIONSChair Haney Keith

III. ACTION ITEM: CONSENT AGENDA

- A. Expenses
 - 1. Approve Paid Invoice Report for August 2023
 - 2. Approve Paid Invoice Report for September 2023
- B. Minutes and Reports
 - 1. Approve Meeting Minutes for August 14, 2023
 - 2. Approve Special Meeting Minutes for August 30, 2023
- C. Other
 - 1. Approve Resolution 1839: 114 N. 23rd St., New Path 2 Supportive Housing. Type 3 Participation Agreement with Boise New Path Associates, An Idaho Limited Partnership (formerly Pacific West Communities, Inc.)
 - 2. Approve Resolution 1837: 2426 N. Arthur St., Wilson Station Apartments. Type 3 Participation Agreement with Boise State Street Associates II, An Idaho Limited Partnership (formerly Pacific West Communities, Inc.)
 - 3. FY2023 Q3 Financial Report (Unaudited)

IV. ACTION ITEM

- A. CONSIDER Resolution 1838: Old Boise Blocks on Grove Street Streetscape Improvements Project, Amendment No. 1 to the CM/GC Contract with Guho Corp..... Karl Woods/Kathy Wanner (10 minutes)
- B. CONSIDER Designation: Public Art Deferred Maintenance. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History Karl Woods/Jamile Shirley (10 minutes)
- C. CONSIDER Designation: Downtown Traffic Box Art. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History Karl Woods/Stephanie Johnson (10 minutes)
- D. CONSIDER Resolution 1840: 1010 W. Jefferson St., Parcel No. R1013004556. Purchase and Sale Agreement with Block 68 South Development LLCAlexandra Monjar (10 minutes)

V. 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. CONSENT AGENDA



Paid Invoice Report

For the Period: 8/1/2023 through 8/31/2023

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	AHA Payment - Civic Plaza	8/11/2023	85,000.00
US Bank	U of I Parking Access	8/23/2023	317,000.00
Payroll:			Total Debt Payments: 402,000.00
457(b)	Retirement Payment	8/9/2023	1,351.78
CCDC Employees	Direct Deposits Net Pay	8/9/2023	41,146.31
EFTPS - IRS	Federal Payroll Taxes	8/9/2023	16,554.94
Idaho State Tax Commission	State Payroll Taxes	8/9/2023	2,570.00
PERSI	Retirement Payment	8/9/2023	20,901.46
457(b)	Retirement Payment	8/23/2023	1,351.78
CCDC Employees	Direct Deposits Net Pay	8/23/2023	41,146.28
EFTPS - IRS	Federal Payroll Taxes	8/23/2023	16,554.90
Idaho State Tax Commission	State Payroll Taxes	8/23/2023	2,570.00
PERSI	Retirement Payment	8/23/2023	20,901.46
			Total Payroll Payments: 567,048.91
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	August 2023	5,102,649.74

Total Cash Disbursements: **\$ 6,071,698.65**

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

Joey Chen
Finance Director

9/10/2023
Date

John Brunelle
Executive Director

9/6/23
Date

Report Criteria:

Detail report type printed

Check.Voided = No

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4166	11th and Idaho Partners LL	FY23 T2 PO2	1118 W Idaho - 11th & Idah	08/18/2023	189,506.50	13041	08/31/2023
	Total 4166:				189,506.50		
4176	9025 Federal LLC	FY23 T2 PO2	GWE - 9025 Federal Way	08/18/2023	14,775.86	13042	08/31/2023
	Total 4176:				14,775.86		
4182	A. W. Rehn & Assoc Inc	IN000017964	COBRA Notice - Martin, Ke	07/31/2023	25.00	64415	08/29/2023
	Total 4182:				25.00		
4136	Abbey Louie LLC	345	Management Training FY2	07/31/2023	5,000.00	13043	08/31/2023
	Total 4136:				5,000.00		
4082	Acme Fast Freight	1600012476	11th & Front garage CAM e	07/01/2023	2,499.23	13024	08/30/2023
		1600012476	11th & Front garage CAM c	07/01/2023	1,190.33-	13024	08/30/2023
		1600012587.	11th & Front garage CAM e	08/01/2023	2,499.23	13024	08/30/2023
	Total 4082:				3,808.13		
3659	Ada County	JUL 2023 #1	Jul 2023 Master Ground	07/30/2023	13,133.50	64416	08/29/2023
		JUL 2023 #1	Jul 2023 Surplus Ground	07/30/2023	14,669.50	64416	08/29/2023
		JUL 2023 #2	Jul 2023 Master Ground	07/31/2023	32,600.00	64416	08/29/2023
		JUL 2023 #2	Jul 2023 Surplus Ground	07/31/2023	13,515.00	64416	08/29/2023
	Total 3659:				73,918.00		
4232	Advanced Sign LLC	.6100008390	1010 Jefferson custom sign	07/02/2023	2,200.00	13025	08/30/2023
	Total 4232:				2,200.00		
3838	American Fire Protection L	15320	Monthly pump inspection &	07/31/2023	200.00	64417	08/29/2023
	Total 3838:				200.00		
1316	Blue Cross of Idaho	23192500118	Health Insurance - Aug202	08/01/2023	33,939.90	64397	08/01/2023
	Total 1316:				33,939.90		
4208	Boise Caddis, LLC	FY23 T2 PO2	412 S. 3rd St. - Jules on 3r	08/18/2023	353,019.26	13044	08/31/2023
	Total 4208:				353,019.26		
1385	Boise City Utility Billing	X1177 AUG2	848 Main St # 0447416001	08/25/2023	9.32	13061	08/28/2023
	Total 1385:				9.32		
4209	Boise Gateway 1 L.C.	FY23 T2 PO2	9605 S Eisenman St - Bois	08/18/2023	146,752.91	64418	08/29/2023
	Total 4209:				146,752.91		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4022	Boxcast Inc	B57F3A3-00	storage fees	07/31/2023	38.96	13026	08/30/2023
	Total 4022:				38.96		
4178	BVGC Parcel B LLC	FY23 T3 PO2	1150 W Myrtle St - T3 Cont	08/18/2023	706,139.61	13045	08/31/2023
	Total 4178:				706,139.61		
3816	Capitol Landscape Inc.	7.28.23	Tree grate clean & repair b	07/28/2023	260.00	13027	08/30/2023
	Total 3816:				260.00		
3712	Car Park	JUN23	10th & Front - Grove	06/30/2023	32,056.94	13046	08/31/2023
		JUN23	9th & Front - City Centre	06/30/2023	43,744.15	13046	08/31/2023
		JUN23	9th & Main - Eastman	06/30/2023	37,130.91	13046	08/31/2023
		JUN23	Cap & Main - Cap Terrace	06/30/2023	40,366.03	13046	08/31/2023
		JUN23	Cap & Myrtle - Myrtle	06/30/2023	21,836.40	13046	08/31/2023
	Total 3712:				175,134.43		
1556	Caselle Inc.	125815	Contract support - Jul 2023	08/01/2023	748.00	64398	08/01/2023
	Total 1556:				748.00		
1595	City of Boise	IL2134	Trash - WS	07/31/2023	187.02	64419	08/29/2023
		IL2134	Trash - RMOB	07/31/2023	379.71	64419	08/29/2023
		IL2138	Downtown Core Maint - R	08/01/2023	2,088.48	64419	08/29/2023
		IL2138	Downtown Core Maint - W	08/01/2023	1,512.35	64419	08/29/2023
	Total 1595:				4,167.56		
4116	Civil Survey Consultants In	22018-13	Eisenman Rd. Pedestrian	07/31/2023	1,409.00	13028	08/30/2023
	Total 4116:				1,409.00		
4198	Consurco, Inc.	1330 APP #3	10th & Front Garage Struct	07/20/2023	128,250.00	13047	08/31/2023
	Total 4198:				128,250.00		
1703	CSHQA	39497	Bannock Street Streetscap	07/31/2023	14,014.50	13048	08/31/2023
		39497	Bannock Street Streetscap	07/31/2023	4,187.00	13048	08/31/2023
	Total 1703:				18,201.50		
4151	Desman Inc	D23039	10th & Front Structural Da	06/30/2023	1,455.00	13029	08/30/2023
		D23040	10th & Front Structural Da	06/30/2023	680.74	13029	08/30/2023
		D23045	10th & Front Structural Da	07/31/2023	1,940.00	13029	08/30/2023
	Total 4151:				4,075.74		
1832	Eide Bailly LLP	EI01545615	GASB 96 Discussion & Re	08/08/2023	818.00	13030	08/30/2023
	Total 1832:				818.00		
1838	Elam & Burke P.A.	203173	Units 401/102 Civic Partner	06/30/2023	1,500.30	13049	08/31/2023
		203174	Block 68	06/30/2023	18,795.58	13049	08/31/2023
		203175	101-0 General	06/30/2023	925.00	13049	08/31/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		203643	Units 401/102 Civic Partner	07/31/2023	75.00	13049	08/31/2023
		203644	Block 68	07/31/2023	10,109.00	13049	08/31/2023
		203645	101-0 General	07/31/2023	375.00	13049	08/31/2023
	Total 1838:				31,779.88		
4155	Front Street Investors LLC	FY23 T3 PO2	T3 Contractual Payment -	08/18/2023	241,237.21	13050	08/31/2023
	Total 4155:				241,237.21		
1982	GGLO LLC	#23 2021031	Linen Blocks on Grove St -	07/31/2023	12,129.75	13051	08/31/2023
	Total 1982:				12,129.75		
4222	Gilao Consulting, LLC	7-JUL23	On-call professional servic	07/31/2023	2,200.00	13031	08/30/2023
	Total 4222:				2,200.00		
3695	Guho Corp.	21044-06	Old Boise Blocks on Grove	07/31/2023	5,406.59	13052	08/31/2023
		230101021-0	Linen Blocks on Grove SS	07/31/2023	291,770.61	13052	08/31/2023
	Total 3695:				297,177.20		
4115	HDR Engineering Inc	1200543471	Main & Fairview Transit Sta	07/29/2023	633.42	13032	08/30/2023
	Total 4115:				633.42		
4234	Idaho Dept of Environment	VCP APP - 4	VCP Application - 421 N. 1	08/22/2023	250.00	64420	08/29/2023
	Total 4234:				250.00		
2165	Idaho Power	WO 2763355	Block 68 Catalytic Redevel	08/30/2023	627,942.00	64427	08/30/2023
		X6607 JUL23	9th St outlets #220040660	07/31/2023	3.51	13060	08/22/2023
		X7995 JUL23	9th & State # 2201627995	07/31/2023	3.51	13022	08/21/2023
	Total 2165:				627,949.02		
3900	Idaho Records Manageme	0154790 MA	Records Storage & Destruc	06/01/2023	91.08	13033	08/30/2023
		0155954	Records Storage	07/31/2023	45.00	13033	08/30/2023
	Total 3900:				136.08		
4226	Idaho Site Works, LLC	230052 APP	Fulton Street Improvement	06/30/2023	454,100.00	64410	08/16/2023
		230052-APP	Fulton Street Improvement	07/31/2023	163,474.57	64421	08/29/2023
	Total 4226:				617,574.57		
2288	Jensen Belts Associates	2105 CD-10	Old Boise Blocks on Grove	07/31/2023	9,160.25	13053	08/31/2023
		2114 CA-12	11th Street Bikeway & Stre	07/31/2023	990.00	13053	08/31/2023
		2114 CA-12	11th Street Bikeway & Stre	07/31/2023	990.00	13053	08/31/2023
		2114 CA-12	11th Street Bikeway & Stre	07/31/2023	5,532.50	13053	08/31/2023
		2114 CA-12	11th Street Bikeway & Stre	07/31/2023	4,650.00	13053	08/31/2023
		2244-9	521 W Grove Public Space	07/31/2023	20,661.50	13053	08/31/2023
	Total 2288:				41,984.25		
4006	Kathy Wanner	8.23.2023	NIGP AUG2023 Expense R	08/23/2023	2,077.83	13062	08/31/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4006:					2,077.83		
2360	Kittelson & Associates Inc.	0137549	8th St Streetscape, State t	06/30/2023	5,350.00	13054	08/31/2023
		135800-ACH	5th St. and 6th St. 2-Way C	05/31/2023	76,830.13	13054	08/31/2023
		137550-ACH	5th St. and 6th St. 2-Way C	06/30/2023	58,297.99	13054	08/31/2023
		137550-CCD	5th St. and 6th St. 2-Way C	06/30/2023	48,833.26	13054	08/31/2023
Total 2360:					189,311.38		
4227	LOCAL Boise, LLC	FY23 T2 PO2	204 E Myrtle - LOCAL Bois	08/20/2023	210,918.95	13055	08/31/2023
Total 4227:					210,918.95		
3881	Mary E. Watson	8.16.2023	Annual membership ABA 2	08/16/2023	225.00	13021	08/22/2023
Total 3881:					225.00		
3950	McAlvain Construction Inc.	12101023-1	11th Street Bikeway & Stre	07/31/2023	352,967.30	13056	08/31/2023
		12101023-1	11th Street Bikeway & Stre	07/31/2023	9,002.00	13056	08/31/2023
		12101023-2	11th Street Bikeway & Stre	07/31/2023	215,645.21	13056	08/31/2023
		12101023-2	11th Street Bikeway & Stre	07/31/2023	7,612.00	13056	08/31/2023
Total 3950:					585,226.51		
2774	Pro Care Landscape Mana	50191	Landscape Maintenance -	07/31/2023	393.00	13034	08/30/2023
		50192	Landscape Maintenance -	07/31/2023	175.50	13034	08/30/2023
		50193	Landscape Maintenance -	07/31/2023	58.00	13034	08/30/2023
		50194	Landscape Maintenance -	07/31/2023	58.00	13034	08/30/2023
		50195	Landscape Maintenance -	07/31/2023	68.00	13034	08/30/2023
Total 2774:					752.50		
2798	QRS Consulting, LLC	1698	Amed 1 17th Street Improv	06/30/2023	5,755.88	64422	08/29/2023
		1740	17th Street Improvements	07/31/2023	1,449.27	64422	08/29/2023
		1740	Amed 1 17th Street Improv	07/31/2023	9,889.20	64422	08/29/2023
		1746	ID Dept of Labor, 317 W M	07/31/2023	2,668.00	64422	08/29/2023
Total 2798:					19,762.35		
3896	Rim View LLC	AUG2023 RE	Monthly Rent - Trailhead A	08/01/2023	16,178.73	64399	08/01/2023
Total 3896:					16,178.73		
3542	Security LLC - Plaza 121	AUG2023	Office rent	08/01/2023	14,145.00	64400	08/01/2023
		AUG23 CAM	CAM CY23 - Aug	08/01/2023	375.17	64423	08/29/2023
Total 3542:					14,520.17		
3974	Stability Networks Inc.	45861	CCDC Laptop	07/28/2023	2,331.11	13057	08/31/2023
		46006	Azure Active Directory Pre	07/31/2023	6.00	13057	08/31/2023
		46006	Cisco Subscription	07/31/2023	5.84	13057	08/31/2023
		46006	Exchange Online	07/31/2023	40.00	13057	08/31/2023
		46006	M365 Apps for Business	07/31/2023	475.50	13057	08/31/2023
		46156	IT Services - FY23	07/31/2023	3,271.50	13057	08/31/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3974:					6,129.95		
3029	State Insurance Fund	27711432	Installment Premium	07/26/2023	692.00	64424	08/29/2023
Total 3029:					692.00		
4206	Story & Pixel Inc	437	Rebuild Linen Blocks on Gr	07/31/2023	7,170.63	13058	08/31/2023
Total 4206:					7,170.63		
3815	Synoptek LLC	1233542	Domain Name Renewal:D	06/30/2023	50.44	13035	08/30/2023
Total 3815:					50.44		
4109	Syringa Networks LLC	020339-AUG	internet & data	08/01/2023	649.94	13036	08/30/2023
Total 4109:					649.94		
4233	The Cartee Project LLC	FY23 T2 PO2	323 W Broad - Hearth on B	08/22/2023	287,294.00	64425	08/29/2023
Total 4233:					287,294.00		
3831	The Land Group Inc.	0150438	Fulton Street Improvement	07/31/2023	5,657.34	13059	08/31/2023
		0150563	Boise Canal Multi-Use Pat	07/31/2023	9,893.07	13059	08/31/2023
Total 3831:					15,550.41		
4074	The Potting Shed	22307	Interior Plant Maint.	07/31/2023	65.00	64426	08/29/2023
Total 4074:					65.00		
3170	Treasure Valley Coffee Inc	2160:094691	Water & Cooler Rental	07/18/2023	106.00	13037	08/30/2023
		2160-096358	Water & Cooler Rental	08/15/2023	106.00	13037	08/30/2023
Total 3170:					212.00		
3835	US Bank - Credit Cards	7.25.23	Voice, data & webhosting s	07/25/2023	18.99	13020	08/11/2023
		7.25.23	office supplies	07/25/2023	585.80	13020	08/11/2023
		7.25.23	Computer & Software	07/25/2023	711.65	13020	08/11/2023
		7.25.23	Postage	07/25/2023	151.20	13020	08/11/2023
		7.25.23	Dues & Subscriptions	07/25/2023	364.30	13020	08/11/2023
		7.25.23	Travel & Meetings (non-loc	07/25/2023	1,293.08	13020	08/11/2023
		7.25.23	Personnel Training (Local)	07/25/2023	199.00	13020	08/11/2023
		7.25.23	Local meetings	07/25/2023	173.30	13020	08/11/2023
		7.25.23	agency-wide communicatio	07/25/2023	442.00	13020	08/11/2023
		7.25.23	Street furniture	07/25/2023	113.23	13020	08/11/2023
		7.25.23	"Open Business" signs	07/25/2023	496.08	13020	08/11/2023
		7.25.23	Banking & Merchant Fees	07/25/2023	84.70	13020	08/11/2023
Total 3835:					4,633.33		
3242	Veolia (Suez Water Idaho)	2853JUL23	Eastman #0600033719285	07/21/2023	127.98	13019	08/07/2023
		4259JUL23	516 S 9th St irri #06006391	07/17/2023	98.30	13018	08/03/2023
Total 3242:					226.28		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4068	Veritas Material Consulting	2129	10th & Front Structural Da	07/31/2023	3,263.00	13038	08/30/2023
Total 4068:					3,263.00		
3365	Westerberg & Associates	272	Legislative Advisement Ser	07/31/2023	2,000.00	13039	08/30/2023
Total 3365:					2,000.00		
3990	Xerox Corporation	019418045	Copier Lease	07/31/2023	290.28	13040	08/30/2023
Total 3990:					290.28		
Grand Totals:					5,102,649.74		

Report Criteria:

Detail report type printed
Check.Voided = No



Paid Invoice Report

For the Period: 9/1/2023 through 9/30/2023

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			
Total Debt Payments:			-
457(b)	Retirement Payment	9/6/2023	1,351.78
CCDC Employees	Direct Deposits Net Pay	9/6/2023	40,955.56
EFTPS - IRS	Federal Payroll Taxes	9/6/2023	16,757.38
Idaho State Tax Commission	State Payroll Taxes	9/6/2023	2,608.00
PERSI	Retirement Payment	9/6/2023	20,901.46
457(b)	Retirement Payment	9/20/2023	1,351.78
CCDC Employees	Direct Deposits Net Pay	9/20/2023	41,146.29
EFTPS - IRS	Federal Payroll Taxes	9/20/2023	16,554.94
Idaho State Tax Commission	State Payroll Taxes	9/20/2023	2,570.00
PERSI	Retirement Payment	9/20/2023	20,901.46
Total Payroll Payments:			165,098.65
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	September 2023	2,817,517.43

Total Cash Disbursements: **\$ 2,982,616.08**

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

Joey Chen

Finance Director

10/3/2023

Date

John Brunelle

Executive Director

10/3/23

Date

Report Criteria:

Detail report type printed

Check.Voided = {<>} Yes

Check.Check number = {<>} 13098

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4218	1744-1746 W Main Street	FY23 T1 PO	1744 W Main St - W End F	05/18/2023	36,413.00	64433	09/27/2023
Total 4218:					36,413.00		
4211	5th and Grove Investors, L	FY23 T2 PO	The Lucy T2 FY23 Reimbu	09/05/2023	145,528.60	13081	09/29/2023
Total 4211:					145,528.60		
4235	600 Vanguard, LLC	FY23 T2 PO2	600 W. Front St. - The Van	09/13/2023	119,923.64	13082	09/29/2023
Total 4235:					119,923.64		
4136	Abbey Louie LLC	351	Management Training FY2	08/31/2023	5,000.00	13083	09/29/2023
Total 4136:					5,000.00		
4180	Adare Manor LLC	FY23 T2 PO2	T2 Contractual Payment -	09/07/2023	89,868.61	64434	09/27/2023
Total 4180:					89,868.61		
4232	Advanced Sign LLC	6100008432	9th & Front stair tower sign	08/25/2023	1,520.00	13066	09/28/2023
Total 4232:					1,520.00		
3838	American Fire Protection L	15515	3rd floor parking garage pi	09/12/2023	437.50	64435	09/27/2023
Total 3838:					437.50		
2465	Atlas Technical Consultants	209067	Fulton Street Improvement	08/30/2023	408.80	13067	09/28/2023
		209535	Fulton Street Improvement	08/25/2023	2,105.80	13067	09/28/2023
Total 2465:					2,514.60		
1316	Blue Cross of Idaho	2322350010	Health Insurance - Sep 202	09/01/2023	28,408.27	64411	09/01/2023
Total 1316:					28,408.27		
1385	Boise City Utility Billing	X1177 SEP2	848 Main St # 0447416001	09/01/2023	9.32	13100	09/26/2023
Total 1385:					9.32		
3712	Car Park	JUL23	10th & Front - Grove	07/31/2023	30,286.70	13084	09/29/2023
		JUL23	9th & Front - City Centre	07/31/2023	43,377.59	13084	09/29/2023
		JUL23	9th & Main - Eastman	07/31/2023	32,797.73	13084	09/29/2023
		JUL23	Cap & Main - Cap Terrace	07/31/2023	41,622.66	13084	09/29/2023
		JUL23	Cap & Myrtle - Myrtle	07/31/2023	26,542.59	13084	09/29/2023
Total 3712:					174,627.27		
1556	Caselle Inc.	126457	Contract support - Sep 202	09/01/2023	748.00	64412	09/01/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 1556:					748.00		
1595	City of Boise	IL2157 SEP2	Downtown Core Maint - R	09/01/2023	2,088.48	64436	09/27/2023
		IL2157 SEP2	Downtown Core Maint - W	09/01/2023	1,512.35	64436	09/27/2023
		IL2165	Trash - WS	08/31/2023	187.02	64436	09/27/2023
		IL2165	Trash - RMOB	08/31/2023	379.71	64436	09/27/2023
Total 1595:					4,167.56		
4116	Civil Survey Consultants In	22018-14	Eisenman Rd. Pedestrian	08/31/2023	2,177.00	13069	09/28/2023
Total 4116:					2,177.00		
4237	Conrad & Bischoff	FY23 T2 PO2	10026 S. Eisenman Rd. -	09/19/2023	56,740.04	64437	09/27/2023
Total 4237:					56,740.04		
4198	Consurco, Inc.	1407	10th & Front Garage Struct	08/25/2023	247,000.00	13085	09/29/2023
Total 4198:					247,000.00		
3947	Crane Alarm Service	112123	WO #23533 Induct Smoke	08/23/2023	181.25	64438	09/27/2023
Total 3947:					181.25		
1703	CSHQA	39718	Bannock Street Streetscap	08/12/2023	4,655.00	13086	09/29/2023
		39719	Bannock Street Streetscap	08/31/2023	29,671.00	13086	09/29/2023
Total 1703:					34,326.00		
3977	Cushing Terrell Architects	174731	Parking Garage EV Chargi	07/31/2023	662.00	13087	09/29/2023
		175489	Parking Garage EV Chargi	07/31/2023	5,296.00	13087	09/29/2023
Total 3977:					5,958.00		
1787	Downtown Boise Associati	050142	2023 Bronco Game Day S	09/05/2023	650.00	64439	09/27/2023
Total 1787:					650.00		
1838	Elam & Burke P.A.	204132	Block 68	08/31/2023	14,628.45	13088	09/29/2023
		204133	101-0 General	08/31/2023	4,910.65	13088	09/29/2023
		204134	101-0 Legislative	08/31/2023	325.00	13088	09/29/2023
Total 1838:					19,864.10		
1982	GGLO LLC	#24 2021031	Linen Blocks on Grove St -	08/31/2023	33,332.25	13089	09/29/2023
Total 1982:					33,332.25		
4222	Gilao Consulting, LLC	8-AUG23	On-call professional servic	08/31/2023	2,600.00	13070	09/28/2023
Total 4222:					2,600.00		
4210	Great Notion	AUG-SEP 20	Second Half 2023 - Parkin	09/01/2023	2,750.00	64440	09/27/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 4210:					2,750.00		
3695	Guho Corp.	230101021-0	Linen Blocks on Grove SS	08/31/2023	978,386.36	13090	09/29/2023
Total 3695:					978,386.36		
2165	Idaho Power	X6607 AUG2	9th St outlets #220040660	08/31/2023	3.51	13099	09/22/2023
		X7995 AUG2	9th & State # 2201627995	08/31/2023	3.51	13065	09/21/2023
Total 2165:					7.02		
3900	Idaho Records Manageme	0155180	Records Storage	08/01/2023	45.00	13071	09/28/2023
		0156343	Records Storage	09/01/2023	45.00	13071	09/28/2023
Total 3900:					90.00		
4226	Idaho Site Works, LLC	230052-APP	Fulton Street Improvement	08/31/2023	134,710.00	64441	09/27/2023
		230052-APP	CO1 Fulton Street Improve	08/31/2023	15,431.23	64441	09/27/2023
Total 4226:					150,141.23		
4193	Jacobs Engineering Group	D35899A2-0	Capitol and Myrtle Moderni	08/31/2023	22,630.25	13091	09/29/2023
Total 4193:					22,630.25		
2360	Kittelson & Associates Inc.	0138580	8th St Streetscape, State t	07/31/2023	16,665.00	13092	09/29/2023
		0139341	8th St Streetscape, State t	08/31/2023	35,362.50	13092	09/29/2023
		138581-CCD	5th St. and 6th St. 2-Way C	07/31/2023	33,236.57	13092	09/29/2023
Total 2360:					85,264.07		
3439	KPFF Consulting Engineer	485735	9th & Front Garage Tier 1	07/31/2023	2,830.00	13072	09/28/2023
		485740	9th & Main Column Repair	07/31/2023	380.00	13072	09/28/2023
Total 3439:					3,210.00		
3950	McAlvain Construction Inc.	12101024-1	11th Street Bikeway & Stre	08/31/2023	252,176.49	13093	09/29/2023
		12101024-1	11th Street Bikeway & Stre	08/31/2023	34,752.00-	13093	09/29/2023
		12101024-2	11th Street Bikeway & Stre	08/31/2023	254,064.44	13093	09/29/2023
		12101024-2	11th Street Bikeway & Stre	08/31/2023	28,433.00-	13093	09/29/2023
Total 3950:					443,055.93		
2186	McClatchy Company LLC	209279	Legal Notices: 1640853,16	08/31/2023	1,580.00	13073	09/28/2023
Total 2186:					1,580.00		
2567	Mountain States Appraisal	MSA-230102	Block 69 North Workforce	08/31/2023	8,000.00	13094	09/29/2023
Total 2567:					8,000.00		
2774	Pro Care Landscape Mana	50665	Landscape Maintenance -	08/31/2023	348.00	13074	09/28/2023
		50666	Landscape Maintenance -	08/31/2023	725.12	13074	09/28/2023
		50667	Landscape Maintenance -	08/31/2023	119.68	13074	09/28/2023
		50668	Landscape Maintenance -	08/31/2023	58.00	13074	09/28/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 2774:					1,250.80		
2798	QRS Consulting, LLC	1810	Amed 1 17th Street Improv	08/25/2023	515.00	64442	09/27/2023
		1817	Old Boise - Grove Street C	08/25/2023	1,224.50	64442	09/27/2023
		1818	ID Dept of Labor, 317 W M	08/25/2023	3,923.00	64442	09/27/2023
Total 2798:					5,662.50		
3896	Rim View LLC	SEP2023 RE	Monthly Rent - Trailhead S	09/01/2023	16,178.73	64413	09/01/2023
Total 3896:					16,178.73		
4236	Sandy Lawrence	9.15.2023	Certified mail	09/15/2023	18.08	13064	09/21/2023
Total 4236:					18.08		
3929	SB Friedman Development	PO 230043 8	Block 68 Catalytic Redevel	08/23/2023	5.00	13095	09/29/2023
		PO 230043 8	Block 68 Catalytic Redevel	08/23/2023	28,337.50	13095	09/29/2023
Total 3929:					28,342.50		
3796	Scheidt & Bachmann USA I	933001464	Jun 2023 Merchant Fees	07/31/2023	929.72	13075	09/28/2023
		933001464	Jul Merchant Fees	07/31/2023	910.16	13075	09/28/2023
		933002007	Aug Merchant Fees	08/31/2023	884.60	13075	09/28/2023
Total 3796:					2,724.48		
2948	Secretary of State	MBS0039901	Notary renewal MBS00399	09/03/2023	30.00	64443	09/27/2023
		MBS0040086	Notary renewal MBS00400	09/03/2023	30.00	64448	09/27/2023
Total 2948:					60.00		
3542	Security LLC - Plaza 121	SEP2023	Office rent	09/01/2023	14,145.00	64414	09/01/2023
		SEP23 CAM	CAM CY23 - Sep	09/01/2023	375.17	64444	09/27/2023
Total 3542:					14,520.17		
4109	Syringa Networks LLC	020339-SEP	internet & data	09/01/2023	649.94	13076	09/28/2023
Total 4109:					649.94		
3831	The Land Group Inc.	0150685	Fulton Street Improvement	08/31/2023	10,437.50	13096	09/29/2023
		0150753	Boise Canal Multi-Use Pat	08/31/2023	15,005.00	13096	09/29/2023
Total 3831:					25,442.50		
4074	The Potting Shed	22421	Interior Plant Maint.	08/31/2023	65.00	64445	09/27/2023
Total 4074:					65.00		
4009	TML Heating & Air Conditio	16558	Planned Maintenance	09/13/2023	200.00	64446	09/27/2023
Total 4009:					200.00		
3170	Treasure Valley Coffee Inc	2160:097471	Water & Cooler Rental	09/12/2023	106.00	13077	09/28/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3170:					106.00		
3233	United Heritage	02014-001 A	Disability insurance Aug23	08/31/2023	1,779.75	64447	09/27/2023
		02014-001 S	Disability insurance Sep23	09/01/2023	1,779.75	64447	09/27/2023
Total 3233:					3,559.50		
3835	US Bank - Credit Cards	8.25.23	Notary insurance	08/25/2023	60.00	13063	09/11/2023
		8.25.23	voice, data & webhosting	08/25/2023	42.16	13063	09/11/2023
		8.25.23	office supplies	08/25/2023	222.40	13063	09/11/2023
		8.25.23	computer& software suppli	08/25/2023	552.80	13063	09/11/2023
		8.25.23	Dues & Subscriptions	08/25/2023	524.84	13063	09/11/2023
		8.25.23	Local meetings	08/25/2023	213.17	13063	09/11/2023
		8.25.23	agency-wide communicatio	08/25/2023	154.00	13063	09/11/2023
		8.25.23	Linen Blocks W Grove:Ope	08/25/2023	152.64	13063	09/11/2023
		8.25.23	521 Grove St: Open house	08/25/2023	628.44	13063	09/11/2023
		8.25.23	Bannock Streetscapes: Pre	08/25/2023	237.24	13063	09/11/2023
		8.25.23	Banking & Merchant Fees	08/25/2023	77.90	13063	09/11/2023
Total 3835:					2,865.59		
3242	Veolia (Suez Water Idaho)	0025SEP23	437 S 9th St irri #06006688	09/29/2023	370.11	13102	09/29/2023
		2853SEP23	Eastman #0600033719285	09/29/2023	76.76	13101	09/29/2023
		8504SEP23	Grove & 10th #060035756	09/29/2023	341.86	13103	09/29/2023
Total 3242:					788.73		
4068	Veritas Material Consulting	2149	10th & Front Structural Da	08/31/2023	5,640.00	13097	09/29/2023
Total 4068:					5,640.00		
3365	Westerberg & Associates	273	Legislative Advisement Ser	08/31/2023	2,000.00	13078	09/28/2023
Total 3365:					2,000.00		
3998	Western Records Destructi	0657471	Records Destroyed	08/31/2023	48.00	13079	09/28/2023
Total 3998:					48.00		
3990	Xerox Corporation	019625542	Copier Lease	08/31/2023	285.04	13080	09/28/2023
Total 3990:					285.04		
Grand Totals:					2,817,517.43		

Report Criteria:

Detail report type printed

Check.Voided = {<>} Yes

Check.Check number = {<>} 13098

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Board Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
August 14, 2023

I. CALL TO ORDER:

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

Roll Call attendance taken:

Present: Commissioner Ryan Erstad, Commissioner Danielle Hurd, Commissioner Latonia Haney Keith, Commissioner Lauren McLean, Commissioner Rob Perez, and Commissioner John Stevens.

Absent: Commissioner Todd Cooper, and Commissioner Alexis Townsend.

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Joey Chen, Finance & Administration Director; Karl Woods, Senior Project Manager - Capital Improvements; Alexandra Monjar, Project Manager - Property Development; Kelly Burrows, Project Manager - Capital Improvements; Kathy Wanner, Contracts Manager; Marie Schlake, Accountant; and Agency legal counsel, Meghan Sullivan Conrad.

Shawn Wilson, Public Works Deputy Director – City of Boise, attended the meeting.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

III. ACTION ITEM: EXECUTIVE SESSION

A motion was made by Commissioner Haney Keith to move into Executive Session at 12:02 p.m. to 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)]. Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

Discussion on real property acquisition, records exempt from disclosure and communication with 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 occurred from 12:02 p.m. to 1:04 p.m. A motion was made by Commissioner Haney Keith to adjourn the Executive Session at 1:04 p.m. and return to the public meeting.

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

IV. WORK SESSION

A. FY2024-2028 Five Year Capital Improvement Plan

Doug Woodruff, Development Director, gave a report.

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

Commissioner Erstad indicated he intended to recuse himself from discussion and abstain from voting on consent agenda items C.1 and C.2.

Commissioner McLean made a motion to approve the consent agenda items A and B. Commissioner Stevens seconded the motion.

Roll Call:

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

The motion carried 6-0.

Consider Consent Agenda Items C.1 and C.2.

Commissioner Erstad recused himself from discussion and the vote [based on disclosure at the January 11, 2023, and the May 8, 2023, Agency Meetings that he and/or his family owns an interest in real property adjacent to the projects].

Commissioner Stevens made a motion to approve the consent agenda items C.1 and C.2
Commissioner Hurd seconded the motion.

Roll Call:

Commissioner Erstad - Abstained
Commissioner Hurd - Aye
Commissioner Haney Keith - Aye
Commissioner McLean - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye

The motion carried 5-0-1.

VI. ACTION ITEM

A. CONSIDER Proposed FY2023 Amended Budget

Joey Chen, Finance & Administration Director, gave a report.

Commissioner Estad moved to tentatively approve the FY 2023 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.

Commissioner Hurd seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

B. CONSIDER: Proposed FY2024 Original Budget

Joey Chen, Finance & Administration Director, gave a report.

Commissioner Estad moved to tentatively approve the FY 2024 Original Budget with revenue and expense totals of **\$67,448,720** and set the time and date of Noon, August 30, 2023, for the statutorily required public hearing.

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

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, Project Manager - Capital Improvements, Contracts Manager, gave a report.

Commissioner Stevens moved to adopt Resolution 1830 approving 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.

Commissioner Erstad seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

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

Kelly Burrows, Project Manager - Capital Improvements and Kathy Wanner, Contracts Manager, gave a report.

Commissioner Erstad moved to adopt Resolution 1831 approving the ranking for the RFQ: CM/GC for the 8th Street Streetscape and Bikeway Improvements Project from State St. to Franklin St. and authorize the Executive Director to negotiate and execute a Construction Manager/General Contractor agreement for the Project.

Commissioner McLean seconded the motion.

Roll Call:

Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith - Aye
Commissioner McLean - Aye
Commissioner Perez - Aye

Commissioner Stevens - Aye

The motion carried 6 - 0.

E. CONSIDER Resolution 1829: 521 W. Grove Public Space Project. Task Order 19-010 for Professional Design Services with Jensen Belts Associates

Karl Woods, Senior Project Manager - Capital Improvements, gave a report and Kimberly Siegenthaler, Principal – Jensen Belts Associates, gave a report.

Commissioner Erstad moved 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.

Commissioner Perez seconded the motion.

Roll Call:

Commissioner Erstad - Aye

Commissioner Hurd - Aye

Commissioner Haney Keith - Aye

Commissioner McLean - Aye

Commissioner Perez - Aye

Commissioner Stevens - Aye

The motion carried 6 - 0.

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, Senior Project Manager - Capital Improvements and Shawn Wilson, Public Works Deputy Director - City of Boise, gave a report.

Commissioner Hurd recused herself from discussion and the vote as she consulted with the architecture team for the project.

Commissioner Erstad moved to designate 705 S. 8th St., South 8th Street and Greenbelt Site Improvements as a project eligible to utilize the Type 4 assistance and directed the Agency to negotiate a final agreement with City of Boise Public Works for future Board approval.

Commissioner McLean seconded the motion.

Roll Call:

Commissioner Erstad - Aye

Commissioner Hurd – Abstain

Commissioner Haney Keith - Aye

Commissioner McLean - Aye

Commissioner Perez - Aye

Commissioner Stevens - Aye

The motion carried 5-0-1.

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, Project Manager - Property Development, gave a report. Jill Sherman, Co-founder, Edlen & Co. and Dean Papé, Partner, deChase Miksis, collectively, representatives of the Block 68 Project development team, responded to Agency Board's questions.

Ms. Monjar provided Block 68 Project background, an update and outlined developer's requests for revised assistance and Agency staff's recommendations to developer's requests, which recommendations included:

- Direct the Executive Director to negotiate a Purchase and Sale agreement to acquire the "State Parcel" from the Developer for \$1.7 million.
- 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.
- 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.
- 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.
- 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.

Discussion followed.

Commissioner Perez moved to authorize departure from Agency Participation Program Type 5 policy and directed the Executive Director to respond to the Developer's requests as summarized above, and directed negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the Block 68 South and Block 69 North DDAs for future Board approval, and directed negotiation of amendments to the DDAs, for future Board approval.

Commissioner Stevens seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

VII. MEETING ADJOURNMENT

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

The meeting was adjourned at 2:53 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 9th DAY OF OCTOBER 2023.

Latonia Haney Keith, Chair

Lauren McLean, Secretary

MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Board Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
August 30, 2023

I. CALL TO ORDER:

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

Roll Call attendance taken:

Present: Commissioner Todd Cooper, Commissioner Ryan Erstad, Commissioner Latonia Haney Keith, Commissioner Danielle Hurd, Commissioner Lauren Mclean, Commissioner Rob Perez, Commissioner John Stevens, and Commissioner Alexis Townsend.

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Joey Chen, Finance & Administration Director; Alexandra Monjar, Project Manager – Property Development; Zach Piepmeyer, Parking & Mobility Director; Jordyn Neerdaels, Communications Manager; Holli Klitsch, Controller; Sandy Lawrence, Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

III. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approve Paid Invoice Report for July 2023

B. Other

1. Approve Resolution 1835: 11th Street between Jefferson and State Streets, Rebuild 11th Street Blocks. Utility Undergrounding Contract with Idaho Power

Commissioner Perez made a motion to approve the consent agenda.

Commissioner Hurd seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

IV. ACTION ITEM

A. CONSIDER: Resolution 1834: FY2024 - FY2028 Capital Improvement Plan

Doug Woodruff, Development Director, gave a report.

Commissioner Erstad made a motion to approve Resolution 1834 adopting the 5-Year Capital Improvement Plan FY2024-FY2028.

Commissioner Perez seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

B. PUBLIC HEARING: Proposed FY 2023 Amended Budget

Chair Haney Keith opened the public hearing at 12:30 p.m.

Joey Chen, Finance and Administration Director, gave a report.

No public comment made and no comment in writing received.

Public Hearing closed at 12:37 p.m.

C. CONSIDER: Resolution 1832: Adopt FY 2023 Amended Budget

Commissioner Hurd moved to adopt Resolution 1832 to approve the FY2023 Amended Budget totaling \$39,566,600 and to authorize the Executive Director to file copies of the budget as required by law.

Commissioner Erstad seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

D. PUBLIC HEARING: Proposed FY 2024 Original Budget

Chair Haney Keith opened the public hearing at 12:38 p.m.

Joey Chen, Finance and Administration Director, gave a report.

No public comment made and no comment in writing received.

Public Hearing closed at 12:58 p.m.

E. CONSIDER: Resolution 1833: Adopt FY 2024 Original Budget

Commissioner Hurd moved to adopt Resolution 1833 to approve the FY2024 Original Budget totaling \$67,448,720 and to authorize the Executive Director to file copies of the budget as required by law.

Commissioner Cooper seconded the motion.

Roll Call:

Commissioner Cooper - Aye

Commissioner Erstad - Aye

Commissioner Haney Keith - Aye

Commissioner Hurd - Aye

Commissioner McLean - Aye

Commissioner Perez - Aye

Commissioner Stevens - Aye

Commissioner Townsend - Aye

The motion carried 8 - 0.

F. CONSIDER: Resolution 1836: Block 68 South Mixed Use Residential and Mobility Hub Development and Block 69 Workforce Housing Development, Memorandum of Understanding.

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

Commissioner Cooper moved to approve Resolution 1836 authorizing the Executive Director to execute the Memorandum of Understanding with Block 68 South Development LLC and Block 69 North Development LLC.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Cooper - Aye

Commissioner Erstad - Aye

Commissioner Haney Keith - Aye

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

The motion carried 8 - 0.

IV. MEETING ADJOURNMENT

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

The meeting adjourned at 1:19 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 9th DAY OF OCTOBER 2023.

Latonia Haney Keith, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: Approve Resolution 1839: 114 N. 23rd St., New Path 2 Supportive Housing. Type 3 Participation Agreement with Boise New Path Associates, an Idaho Limited Partnership (formerly Pacific West Communities, Inc.)		Date: October 9, 2023
Staff Contact: Kevin Holmes, Project Manager	Attachments: 1) Resolution 1839 2) Type 3 Agreement	
Action Requested: Adopt Resolution 1839 approving the Type 3 Participation Agreement with Boise New Path Associates, an Idaho Limited Partnership (formerly Pacific West Communities, Inc.) and authorizing the Executive Director to execute the agreement.		

Background:

New Path 2 is a permanent supportive housing development comprised of 96 multi-family units providing affordable housing for individuals and couples who are experiencing or facing homelessness and earning less than 60% of the area median income (AMI), though residents will likely be earning substantially below this. The developer, Pacific West Communities, has an established track record of working with the Agency to develop affordable housing. In 2017, the Agency successfully partnered with them to bring the first phase of the New Path project online which included 41 units and will be connected to this second phase.

The proposed building will be six stories with apartments above podium parking and ground floor office and amenity space. There will be a total of 96 units, comprised of 63 studios, 32 one-bedrooms, and a single two-bedroom property manager's unit. The first and second floors include supportive service offices and residential amenities such as a 4,917 square foot outdoor courtyard with a garden and a picnic area.

Type 3 Transformative Assistance Agreement:

On May 8, 2023, the CCDC Board designated the project as eligible for Type 3 Transformative Assistance. This program allows a more customized opportunity for impactful projects, with a goal of using limited district monies to leverage additional resources from federal, state, and local sources. The financial structure supporting New Path 2 includes federally issued Low-Income Housing Tax Credits (LIHTC) through the Idaho Housing and Finance Association and additional funding through the City of Boise. Agency assistance adds valuable support to this framework to create housing for residents earning well below 60% AMI and revitalize this section of the 30th Street District.

Public improvements eligible for CCDC reimbursement under the agreement include the streetscapes on 23rd Street and public infrastructure upgrades. Along 23rd Street, improvements include new sidewalks, street trees in Silva cells, a streetlight, and streetscape furnishings such as bike racks and litter receptacles. This work is estimated to cost \$125,325. Public infrastructure upgrades include new water and sewer lines, relocated communication lines, and rebuilding the public alley with permeable pavers for stormwater management. This work is estimated to cost \$119,660. Total Eligible Expenses, including 5% general conditions allowed for under the Participation Program, come to \$257,234. This has been set as the not-to-exceed reimbursement amount in the agreement.

Reimbursement will be made as a single payment upon project completion, inspection, and fulfillment of all agreement obligations. This is expected to take place in the winter of 2025/2026.

Project Summary & Timeline:

- 96 units- mix of studio and one-bedrooms
- Rental rates range below 60% AMI
- Low Income Housing Tax Credit and City of Boise support
- \$35 million Total Development Costs
- \$257,234 Estimated Eligible Expenses
- March 2023 – Design Review Approval
- April 2023 – Type 3 Application
- May 2023 – Type 3 Designation
- **TODAY – Type 3 Approval**
- Summer 2024 – Construction begins
- Winter 2025/2026 – Construction complete

Fiscal Notes:

The project has a final do-not-exceed amount in the Type 3 Participation Agreement of \$257,234. The FY2024-FY2028 Five-Year CIP has adequate resources programmed in FY2026.

Staff Recommendation:

Adopt Resolution 1839.

Suggested Motion:

I move to adopt Resolution 1839 approving the Type 3 Participation Agreement with Boise New Path Associates, an Idaho Limited Partnership (formerly Pacific West Communities, Inc.) and authorizing the Executive Director to execute the agreement.

Attachment #1 – Resolution 1839

[Exhibit appears on the following page.]

RESOLUTION NO. 1839

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 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND BOISE NEW PATH ASSOCIATES, LP, AN IDAHO LIMITED PARTNERSHIP, FOR NEW PATH 2 SUPPORTIVE HOUSING; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, Boise New Path Associates, LP, is an Idaho limited partnership which owns or controls certain real property addressed as 114 South 23rd Street, Boise, on which it plans to construct a 6-story affordable housing development comprised of 96 multi-family units with ground floor office and amenity space (the "Project"); and,

WHEREAS, as part of the Project, Participant intends to improve the streetscapes, upgrade public utility infrastructure, and rebuild the public alley with permeable pavers for stormwater management; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 3 Transformative Assistance Program under which the Agency provides assistance toward larger transformative public and private projects; and,

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

WHEREAS, the Project planned by Boise New Path Associates, LP, fits within the definition of a Type 3 Project as defined in the Agency's Participation Program; 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 3 Transformative Assistance Participation Agreement with Boise New Path Associates, LP, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 3 Transformative Assistance Participation Agreement with Boise New Path Associates, LP, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical corrections to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the October 9, 2023, Agency Board meeting.

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on October 9, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 9, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

Attachment #2 – Type 3 Agreement

[Exhibit appears on the following page.]



TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

BOISE NEW PATH ASSOCIATES, LP

NEW PATH 2 SUPPORTIVE HOUSING

TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

This TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, 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 ("CCDC"), and BOISE NEW PATH ASSOCIATES, LP, an Idaho limited partnership ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. The City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings. After notice duly published, the City conducted a public hearing on the First Amendment to the 30th Street Plan ("First Amendment to the 30th Street Plan"), and following said public hearing, the City adopted its Ordinance No. 26-18 on July 24, 2018, approving the First Amendment to the 30th Street Plan de-annexing certain parcels from the existing revenue allocation area and making certain findings.

B. Participant owns or controls certain real property, to wit: a vacant parcel of land recorded as Parcel R2734252267 with the Office of the Ada County Recorder and parcel of land recorded as Parcel R2734252263 with the Office of the Ada County Recorder and addressed as 114 South 23rd Street, Boise, Idaho (collectively, the "Project Site"), which properties are more accurately described and depicted on attached **Exhibit A**. Participant plans to clear the Project Site and construct a 6-story affordable housing development comprised of 96 multi-family units with ground floor office and amenity space (the "Project"), depicted on attached **Exhibit B**.

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

D. As part of the Project, Participant intends to improve the streetscapes, upgrade public utility infrastructure, and rebuild the public alley with permeable pavers for stormwater management (the "Public Improvements"). The Public Improvements are depicted on the Public Improvement Plans on attached **Exhibit C**.

E. The Project is located in the 30th Street Urban Renewal District ("30th Street District") as defined by the 30th Street District Plan (the "Plan"). The Project will contribute to enhancing and revitalizing the 30th Street District.

F. At its public meeting on May 8, 2023, the CCDC Board of Commissioners designated the Project as eligible for Type 3 Transformative Assistance and directed that CCDC negotiate a final Type 3 agreement with Participant, providing for CCDC to reimburse Participant for Eligible Expenses, for future Board approval.

G. The Parties desire to enter into this Type 3 Transformative Assistance Participation Agreement and have negotiated the terms and conditions of participation in the Project to achieve the objectives desired by the Parties.

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The “Effective Date” of this Agreement shall be the date on which this Agreement was signed by the last of the Parties to execute it. The Agreement Term shall commence on the Effective Date and shall continue until either: (1) all obligations of each Party are complete; or (2) September 30, 2026, whichever comes first. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V. below, terminate this Agreement without penalty. In CCDC’s sole discretion, a single, one hundred eighty (180) day extension to the December 31, 2026, deadline for Completion may be granted upon written approval by CCDC.

“Completion” as used herein shall mean that Participant has received a final Certificate of Occupancy from the City of Boise for a majority of the residential units.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

B. Parties to This Agreement

1. CCDC

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

2. Participant

Participant is **Boise New Path Associates**, an Idaho Limited Partnership registered with the Idaho Secretary of State. The principal address of Participant is 430 East State Street, Suite 100, Eagle, Idaho 83616-5901.

“Participant,” as used herein, includes Boise New Path Associates, LP and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an “owner participant” or “participant” as those terms are used in the Plan.

C. The Project

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

For purposes of this Agreement, Participant estimates the total development costs of the Project to be approximately THIRTY-FIVE MILLION DOLLARS (\$35,000,000) (the “Development Costs”).

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

D. Participation Program

CCDC has determined that the Project is a Type 3 Transformative Project, as defined by CCDC’s Participation Program. If Participant materially changes the Project contemplated by the application submitted to CCDC by Participant, dated April 24, 2023 (the “Application”), and such changes result in a change to the Project’s Eligible Expenses, CCDC reserves the right to re-evaluate the Project, depending on the changes made by Participant to the Project, and may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC’S PARTICIPATION

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

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

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

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

C. Public Improvements

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

D. Construction of Public Improvements

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

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

E. Estimated Eligible Expenses

Participant has estimated the Eligible Expenses to be TWO HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS (\$257,234). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and that Public Improvements are complete.

2. Schedule of values that includes line items for the Eligible Expenses approved by CCDC for reimbursement, so they are identifiable and separate from other line items ("Schedule of Values").
3. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, asphalt, streetlights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
4. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
5. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
6. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development and provide documentation that the interest has been waived.
7. Additional documentation or clarifications may be required and requested by CCDC.
8. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

CCDC shall have forty-five (45) days to review the Cost Documentation supplied by Participant and confirm Participant's performance of its obligations under this Agreement. During this 45-day period, CCDC shall review the Cost Documentation in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant has paid all contractors, subcontractors, and material suppliers that constructed or provided materials for the Public Improvements.

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

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

(the “CCDC Reimbursement”). **The CCDC Reimbursement shall be the lesser of the Actual Costs or the Estimated Eligible Expenses.**

G. Reimbursement Schedule

The CCDC Reimbursement for this Type 3 Agreement will be made as a one-time reimbursement upon the completion of the project and fulfillment of all the obligations of Section III.F. The reimbursement payment shall be made no sooner than September 30, 2025.

H. CCDC Reimbursement Assignable

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

I. Subordination of Reimbursement Obligations

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

J. Indemnification

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

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

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

K. Insurance

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

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

L. Antidiscrimination During Construction

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

M. Maintenance

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

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

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through September 30, 2033.

B. Local, State and Federal Laws

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

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

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

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

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

Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that Participant's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to CCDC, and

then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

K. Promotion of Project

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

L. Anti-Boycott Against Israel Certification

In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

M. Certification Regarding Government of China

In accordance with Idaho Code Section 67-2359, Participant, 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.

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

Exhibit A – Legal Description and Project Site Map
Exhibit B – Project Depiction and Renderings
Exhibit C – Public Improvement Plans
Exhibit D – Estimate of Eligible Expenses

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

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

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

Capital City Development Corporation ("CCDC")


John Brunelle, Executive Director

Date

Boise New Path Associates, LP ("Participant")
An Idaho Limited Partnership

By: TPC Holdings IX, LLC, an Idaho Limited Liability Company
Its: General Partner

By: Boise New Path Associates, LP, an Idaho Limited Partnership
Its: Manager

By: 
Name: Caleb Roope
Its: President

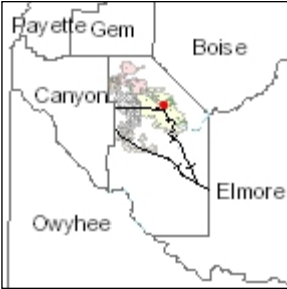
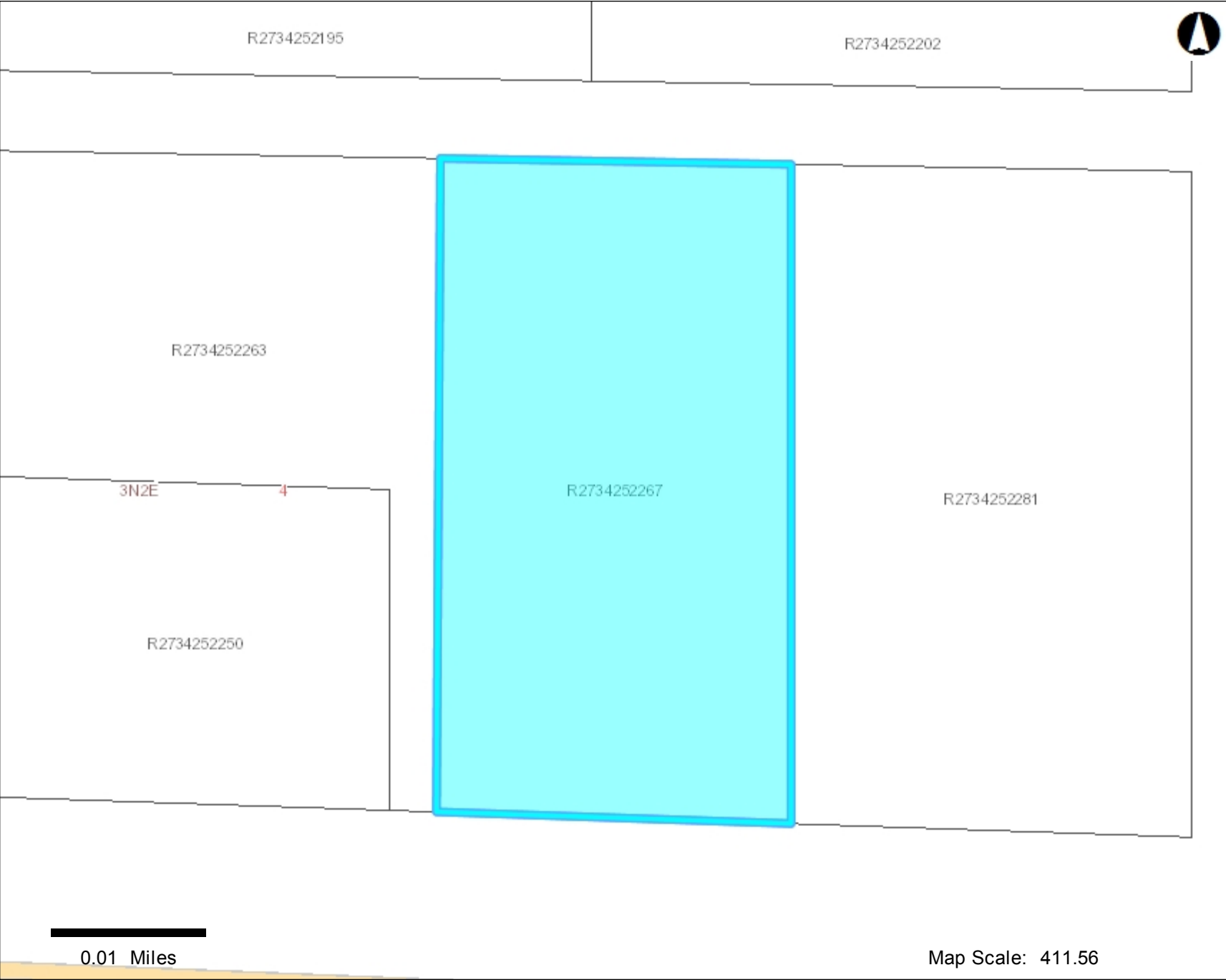
9/21/2023
Date

Exhibit A: Legal Description and Project Site Map

[Exhibit appears on the following page.]

Ada County Assessor

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



Legend

+

Railroad

Roads (<2,000 scale)

<all other values>

Interstate

Ramp

Principal Arterial

Collector

Minor Arterial

Local

Parks

Alley

Driveway

Parks

Townships

Sections

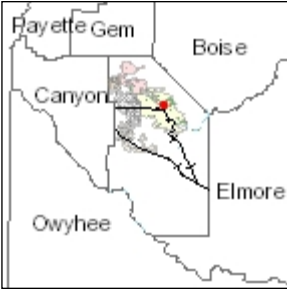
Parcel Numbers

Condos

Parcels

Ada County Assessor

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



Legend

- Railroad
- Roads (<2,000 scale)
 - <all other values>
 - Interstate
 - Ramp
 - Principal Arterial
 - Collector
 - Minor Arterial
 - Local
 - Parks
 - Alley
 - Driveway
- Parks
- Townships
- Sections
- Parcel Numbers
- Parcels

Exhibit B: Project Depiction and Renderings

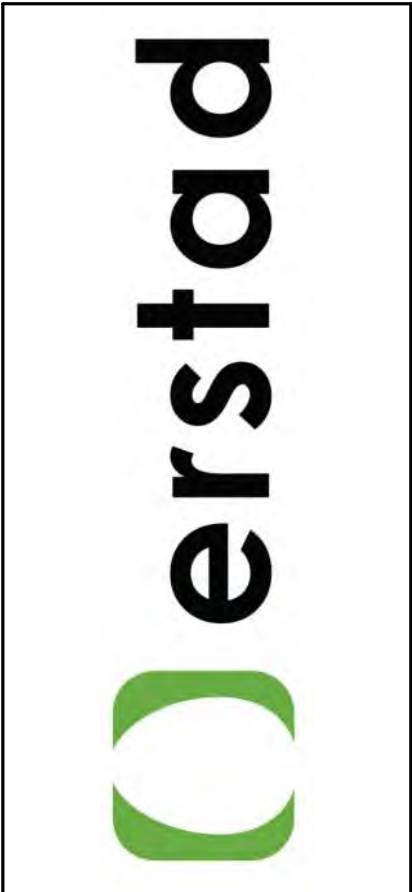
[Exhibit appears on the following page.]

New Path 2

Drawing Set Issued for: **DESIGN REVIEW**



NOT FOR
CONSTRUCTION



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1 alley perspective - phase B



METAL WALL PANELS, TAHOE BLUE (W71)



METAL WALL PANELS, SLATE GRAY (W38)

new path 2
West Fairview Ave & South 23rd St



STUCCO, SKYLINE STEEL (SW 1015)

revision:		
no.	desc.	date

project: 220203
date: 01.25.2023

**design
review**

**phase B
exterior
perspectives
a9.13**



2 fairview perspective - phase B

city of boise



FRONT - FAIRVIEW AVE. VIEW



FAIRVIEW AVE. & 23rd ST. VIEW

NOT FOR
CONSTRUCTION

erstad

THE
PACIFIC
COMPANIES

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new path 2
West Fairview Ave & South 23rd St

revision:
no. desc. date

project: 220203
date: 01.25.2023
**design
review**

city of boise

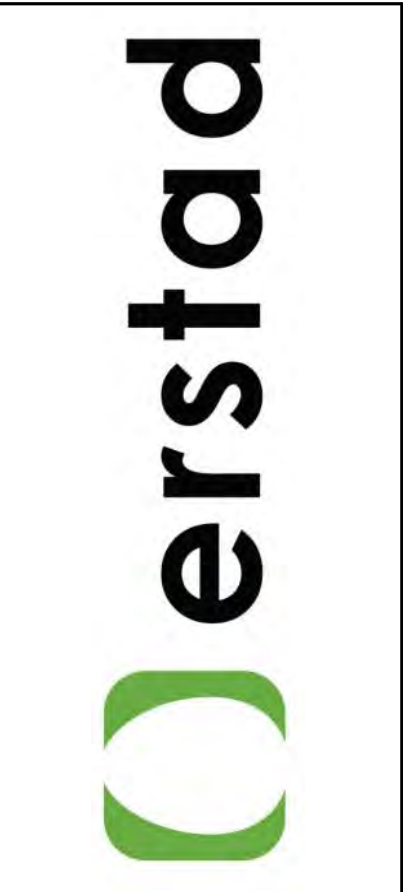
renderings
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TERRACE - NORTH VIEW



ENTRANCE - FAIRVIEW AVE. VIEW



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new path 2
West Fairview Ave & South 23rd St

revision:		
no.	desc.	date

project: 220203
date: 01.25.2023

**design
review**

city of boise

renderings

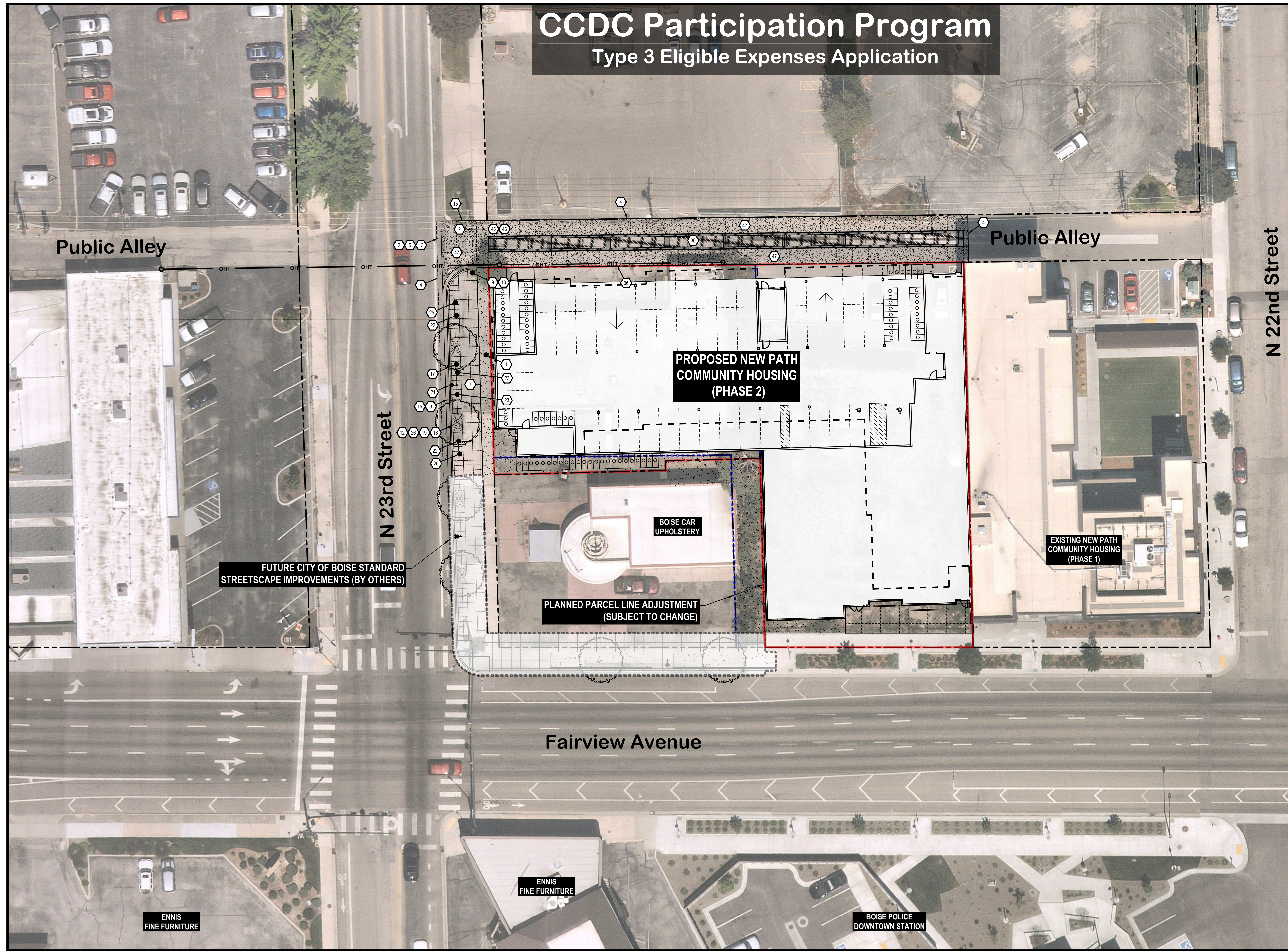
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Exhibit C: Public Improvement Plans

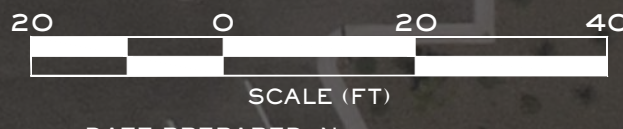
[Exhibit appears on the following page.]

CCDC Participation Program

Type 3 Eligible Expenses Application



- SITE PREPARATION: DIVISIONS 2 and 31**
1. Surface demolition (sidewalk)
 2. Asphalt demolition
 3. Curb and gutter demolition
 4. Saw cut
 5. Replace subbase
 6. Stand alone tree removal
- SIDEWALK WORK: DIVISION 32**
7. Scored concrete sidewalk
 8. Dry laid brick
 9. Pedestrian ramp
 10. Truncated dome
 11. Lawn parkway
 12. Irrigation
- OTHER: DIVISION 32**
13. Asphalt repair
 14. Concrete curb cut
 15. Vertical curb and gutter (6")
 16. Meyers cabinet
 17. Water meter
- SITUATIONAL FURNISHINGS: DIVISION 32**
18. Street trees
 19. Tree grates & frames
 20. Trench drain cover
 21. Historic street light
 22. Bench
 23. Bike rack
 24. Litter receptacle
 25. Pre-cast planter
- OTHER:**
26. Silva Cells at tree
 27. TBD
- STORM WATER MITIGATION: DIVISION 33**
28. Surface demo
 29. Surface prep
 30. Finish materials (permeable pavers) with Rock Storage
- UTILITIES: DIVISION 33**
31. Power line (relocation)
 32. Water line (new service)
 33. Sewer line (new service)
 34. Geothermal Line
 35. Natural gas line
 36. Phone line (relocation)
 37. Fiber line (relocation)
 38. ACHD power box relocation
- STREET: DIVISIONS 2, 31 and 32**
39. Asphalt demolition
 40. Road sub-base and prep
 41. Asphalt paving
- PATH:**
42. Surface demolition
 43. Surface prep
 44. Paving material
- ALLEY:**
45. Asphalt demolition
 46. Alley sub-base and prep
 47. Concrete paving
- PLAZA:**
48. Surface demolition
 49. Surface prep
 50. Paving material



SCALE (FT)
DATE PREPARED: NOVEMBER 1, 2022

Exhibit D: Estimate of Eligible Expenses

[Exhibit appears on the following page.]

CCDC Participation Program

Type 3 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

Project Name:
New Path II

Plan Date: 1.23.2023

*By: SMR Development &
Rennison*

ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition (sidewalk)	SF	11.00	1,530	16,830
2	Asphalt demolition	SF	9.00	520	4,680
3	Curb and gutter demolition	LF	11.00	105	1,155
4	Saw cut	LF	1.50	350	525
5	Replace subbase	LS	3,000.00	1	3,000
6	Stand alone tree removal	EA	0.00	0	0
SIDEWALK WORK:					
7	Scored concrete sidewalk	SF	10.00	980	9,800
8	Dry laid brick	SF	0	0	0
9	Pedestrian ramp	EA	1,500	1	1,500
10	Truncated dome	EA	680	1	680
11	Lawn parkway	SF	0	0	0
12	Irrigation	LS	500.00	1	500
OTHER:					
13	Asphalt repair	SF	11.00	215	2,365
14	Concrete curb cut	LF	0.00	0	0
15	Vertical curb and gutter (6")	LF	39.00	110	4,290
16	Meyers cabinet	EA	0.00	0	0
17	Water meter	EA	8,500.00	1	8,500
SITUATIONAL FURNISHINGS:					
18	Street trees	EA	2,500.00	2	5,000
19	Tree grates & frames	EA	7,700.00	2	15,400
20	Trench drain cover	LF	0.00	0	0
21	Historic street light	EA	7,500.00	1	7,500
22	Bench	EA	3,500.00	2	7,000
21	Bike rack	EA	800.00	2	1,600
22	Litter receptacle	EA	0.00	0	0
23	Pre-cast planter	EA	1,500.00	2	3,000
OTHER:					
24	Silva Cells at Tree	EA	16,000.00	2	32,000
Total Streetscape Costs:					125,325

CCDC Participation Program Eligible Costs Application Form

Actual Eligible Costs To Be Determined by CCDC

INFRASTRUCTURE & UTILITIES: (In right-of-way)

		UNIT	UNIT PRICE	QUANTITY	TOTAL COST
STORM WATER MITIGATION:					
28	Surface demo	SF	0	0	0
29	Surface prep	SF	0	0	0
30	Finish materials (permeable pavers) with Rock Storage	SF	30.00	1,340	40,200
UTILITIES:					
31	Power line (relocation)	LS	0	0	0
32	Water line (new service)	EA	5,000.00	1	5,000
33	Sewer line (new service)	EA	5,000.00	1	5,000
34	Geothermal Line	LF	0	0	0
35	Natural gas line	LF	0	0	0
36	Phone line (relocation)	LS	24,780.00	1	24,780
37	Fiber line (relocation)	LS	0	0	0
38	ACHD power box relocation	EA	0	0	0
STREET:					
39	Asphalt demolition	SF	0	0	0
40	Road sub-base and prep	SF	0	0	0
41	Asphalt paving	SF	0	0	0
PATH:					
42	Surface demolition	SF	0	0	0
43	Surface prep	SF	0	0	0
44	Paving material	SF	0	0	0
ALLEY:					
45	Asphalt demolition	SF	2.00	4,150.00	8,300
46	Alley sub-base and prep	SF	2.00	4,150.00	8,300
47	Concrete paving	SF	9.00	3,120.00	28,080
PLAZA:					
48	Surface demolition	SF	0	0	0
49	Surface prep	SF	0	0	0
50	Paving material	SF	0	0	0

Total Infrastructure & Utilities Costs:

119,660

CCDC Participation Program Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC		
SITE:		
53	Brownfield Environmental Assessment	0
54	Brownfield Environmental Remediation	0
55	Clearance	0
56	Grading	0
OTHER:		
	Rammed Aggregate Piers (Bottom of footings below)	
57	Due to unsuitable soils on site	0
58	Geopier Testing & Surveying	0
Total Site Costs:		0
Historic Register Building Façade Restoration Costs:		
59	TBD, Qualifying Costs	0
60	TBD, Qualifying Costs	0
61	TBD, Qualifying Costs	0
62	TBD, Qualifying Costs	0
Total Façade Restoration Costs:		0
SUBTOTAL ELIGIBLE COSTS:		244,985
5% General Conditions (limit per program policy)		12,249
TOTAL ELIGIBLE COSTS:		257,234
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.		



AGENDA BILL

Agenda Subject: Approve Resolution 1837: 2426 N. Arthur St., Wilson Station Apartments (formerly known as State & Arthur Apartments). Type 3 Participation Agreement with Boise State Street Associates II, an Idaho Limited Partnership (formerly Pacific West Communities, Inc.)		Date: October 9, 2023
Staff Contact: Kevin Holmes, Project Manager	Attachments: 1) Resolution 1837 2) Type 3 Agreement	
Action Requested: Adopt Resolution 1837 approving the Type 3 Participation Agreement with Boise State Street Associates II, an Idaho Limited Partnership (formerly Pacific West Communities, Inc.) and authorizing the Executive Director to execute the agreement.		

Background:

The Wilson Station Apartments is a mixed-use affordable housing development comprised of 102 multi-family units over podium parking and ground floor commercial space. With a mix of studio, 1, 2, and 3-bedroom units, the project provides housing to a range of household sizes. The ground floor includes a leasing office, common areas, mail room, bike storage/repair/washing stations, and approximately 1,500 square feet of proposed childcare or neighborhood-focused retail space facing State Street. Common areas include a second-floor outdoor courtyard with seating, playground, barbecue, and picnic areas.

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

To obtain the desired affordability levels, the project is being developed using Low Income Housing Tax Credits (LIHTC), state tax exempt bonds, private placement tax exempt bonds, Idaho Housing and Finance Association (IHFA) National Housing Trust Funds, and City of Boise HOME Funds and General Funds. These sources are combined with developer equity and the utilization of the City of Boise's Housing Land Trust program. This unique land trust model allows the developer to enter into a below market long-term lease with the City of Boise, owner of the underlying land. This overall financial structure allows the project to maintain affordable rental rates for residents earning 30-80% of the area median income (AMI) and qualifies it for CCDC's Type 3, Transformative Assistance Program.

Type 3 Transformative Assistance Agreement:

On April 10, 2023, the CCDC Board designated the project as eligible for Type 3 Transformative Assistance. This program allows a more customized opportunity for impactful projects, with a goal of using limited district monies to leverage additional resources (federal, state, local) in the State Street corridor revitalization effort. The Agency has negotiated an agreement which supports the success of the project and balances the financial needs of the relatively new State Street District.

Public improvements eligible for CCDC reimbursement under the agreement include streetscapes, public infrastructure upgrades, and site remediation. Submitted eligible expenses associated with streetscapes on all frontages are estimated at \$163,495. Public infrastructure upgrades include undergrounding power, upgraded water and sewer lines, public stormwater facilities, rebuilding a section of Arthur Street, and a new Valley Regional Transit bus stop on State Street. This work is estimated to cost \$320,553. In addition, site-specific remediation work, in the form of rammed aggregate piers, is required to address the poor soils on the site at an estimated cost of \$335,000. Total Eligible Expenses, including 5% general conditions allowed for under the Participation Program, come to \$860,000. This has been set as the not-to-exceed reimbursement amount in the agreement.

Reimbursements will be made through four annual payments of \$215,000 each. The first payment shall be upon the completion of the project and fulfillment of all agreement obligations. Subsequent payments shall be made annually on, or before, September 30 of the following fiscal years.

Project Summary & Timeline:

- 102 units- mix of studio, 1, 2, and 3 bedrooms
- Rental rates range from 30% - 80% AMI
- 1,500 square foot daycare facility or neighborhood-focused retail space
- \$36 million Total Development Costs
- \$860,000 Estimated Eligible Expenses
- March 2022 – Design Review Approval
- March 2023 – Applied for Participation
- April 2023 – Type 3 Designation
- **TODAY – Type 3 Approval**
- Fall 2023 – Construction begins
- Winter 2025/26 – Construction complete and CCDC reimburses approved expense

Fiscal Notes:

The project has a final do-not-exceed amount in the Type 3 Participation Agreement of \$860,000. The FY2024-FY2028 Five-Year CIP has adequate resources programmed beginning in FY2026.

Staff Recommendation:

Adopt Resolution 1837.

Suggested Motion:

I move to adopt Resolution 1837 approving the Type 3 Participation Agreement with Boise State Street Associates II, an Idaho Limited Partnership (formerly Pacific West Communities, Inc.) and authorizing the Executive Director to execute the agreement.

Attachment #1 – Resolution 1837

[Exhibit appears on the following page.]

RESOLUTION NO. 1837

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 TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT BY AND BETWEEN THE AGENCY AND BOISE STATE STREET ASSOCIATES II, LP, AN IDAHO LIMITED PARTNERSHIP, FOR SPECIFIED PUBLIC IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the State Street District Urban Renewal Project (the "State Street District Plan"), and following said public hearing the City adopted its Ordinance No. 45-21 on October 26, 2021, approving the State Street District Plan and making certain findings; and,

WHEREAS, Boise State Street Associates LP is an Idaho limited partnership which owns or controls certain real property addressed as 2426 North Arthur Street, Boise, that it plans to construct a five-story mixed-use affordable housing development comprised of 102 multi-family units and ground floor commercial space (the "Project"); and,

WHEREAS, the Project is being developed in coordination with the City of Boise's Housing Land Trust program, which allows Participant to enter into a below market long-term lease with the City of Boise, owner of the underlying land. This lease arrangement between the Participant and the City of Boise allows the Project to maintain affordable rental rates for residents earning 30-80% of the area median income (AMI). The Project will contribute to enhancing and revitalizing the State Street District and will generate revenue allocation proceeds to CCDC; and,

WHEREAS, as part of the Project, Participant intends to improve the streetscapes, provide public infrastructure upgrades, and perform site-specific remediation in the form of rammed aggregate piers. Public infrastructure upgrades include undergrounding electrical power, upgrading water and sewer lines, adding public stormwater facilities, relocating an existing canal, rebuilding a section of Arthur Street, creating a public pathway, and constructing a new Valley Regional Transit bus stop on State Street; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 3 Transformative Assistance Program under which the Agency provides assistance toward larger transformative public and private projects; and,

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

WHEREAS, the Project planned by Boise State Street Associates LP fits within the definition of a Type 3 Project as defined in the Agency's Participation Program; and,

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

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

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

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

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical corrections to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the September 11, 2023, Agency Board meeting.

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on October 9, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on October 9, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: By: _____
Latonia Haney Keith, Chair

By: _____
Lauren McLean, Secretary

Attachment #2 – Type 3 Agreement

[Exhibit appears on the following page.]



TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

BOISE STATE STREET ASSOCIATES II, LP

WILSON STATION APARTMENTS

TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

This TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, 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 ("CCDC"), and BOISE STATE STREET ASSOCIATES II, an Idaho Limited Partnership ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. The City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the Urban Renewal Plan for the State Street District Urban Renewal Project (the "State Street District Plan"), and following said public hearing the City adopted its Ordinance No. 45-21 on October 26, 2021, approving the State Street District Plan and making certain findings.

B. Participant owns or controls certain real property addressed as 2426 North Arthur Street, Boise, Idaho (the "Project Site"), which is more accurately described and depicted on attached **Exhibit A**. Participant plans to construct a five-story mixed-use affordable housing development comprised of 102 multi-family units and ground floor commercial space (the "Project"), depicted on attached **Exhibit B**.

C. The Project is being developed in coordination with the City of Boise's Housing Land Trust program, which allows Participant to enter into a below market long-term lease with the City of Boise, owner of the underlying land. This lease arrangement between the Participant and the City of Boise allows the Project to maintain affordable rental rates for residents earning 30-80% of the area median income (AMI). The Project will contribute to enhancing and revitalizing the State Street District and will generate revenue allocation proceeds to CCDC.

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

E. As part of the Project, Participant intends to improve the streetscapes, provide public infrastructure upgrades, and perform site-specific remediation in the form of rammed aggregate piers. Public infrastructure upgrades include undergrounding electrical power, upgrading water and sewer lines, adding public stormwater facilities, relocating an existing canal, rebuilding a section of Arthur Street, creating a public pathway, and constructing a new Valley Regional Transit bus stop on State Street (the "Public Improvements"). The Public Improvements are depicted on the Public Improvement Plans on attached **Exhibit C**.

F. The Project is located both inside and outside the State Street Urban Renewal District ("State Street District") as defined by the State Street Plan (the "Plan"). The Project area does include approximately 9,500 square feet outside of the State Street District boundary. Accordingly, the Parties have taken care to expressly exclude from reimbursement under this

Agreement any improvements that are made outside the State Street District, to wit: a driveway approach, 60 feet of public sidewalk, and associated landscaping. The Project will contribute to enhancing and revitalizing the State Street District.

G. The Parties desire to enter into this Type 3 Transformative Assistance Participation Agreement and have negotiated the terms and conditions of participation in the Project to achieve the objectives desired by the Parties.

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The "Effective Date" of this Agreement shall be the date on which this Agreement was signed by the last of the Parties to execute it. The Agreement Term shall commence on the Effective Date and shall continue until either: 1.) all obligations of each Party are complete; or 2.) December 31, 2026, whichever comes first. Additionally, Participant must reach Completion of the Project and the Public Improvements by June 30, 2026. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V. below, terminate this Agreement without penalty. In CCDC's sole discretion, a single, one hundred eighty (180) day extension to the June 30, 2026, deadline for Completion may be granted upon written approval by CCDC.

"Completion" as used herein shall mean that Participant has received a final Certificate of Occupancy from the City of Boise for a majority of the residential units.

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

B. Parties to This Agreement

1. CCDC

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

2. Participant

Participant is **Boise State Street Associates II**, and Idaho Limited Partnership registered with the Idaho Secretary of State. The principal address of Participant is 430 East State Street, Suite 100, Eagle, Idaho 83616-5901.

The Registered Agent for Participant is Caleb Roope, 430 East State Street, Suite 100, Eagle, Idaho 83616.

“Participant,” as used herein, includes Boise State Street Associates II and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an “owner participant” or “participant” as those terms are used in the Plan.

C. The Project

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

For purposes of this Agreement, Participant estimates the total development costs of the Project to be approximately Thirty-Nine Million Dollars (\$39,000,000) (the “Development Costs”).

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

D. Participation Program

CCDC has determined that the Project is a Type 3 Transformative Project, as defined by CCDC’s Participation Program. If Participant materially changes the Project contemplated by the application submitted to CCDC by Participant, dated June 6, 2021 (the “Application”), and such changes result in a change to the Project’s Eligible Expenses, CCDC reserves the right to re-evaluate the Project, depending on the changes made by Participant to the Project, and may find the Project is no longer eligible for assistance under the Participation Program.

III. IMPROVEMENT OF THE SITE AND CCDC’S PARTICIPATION

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

Participant shall, at Participant’s own expense, secure all permits, approvals, and easements for the Project (including the Public Improvements) which may be required by CCDC, City, or any other governmental entity (“Approving Entities”) relative to Project

construction and operation. The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of all the Approving Entities.

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

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

C. Public Improvements

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

D. Construction of Public Improvements

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

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

E. Estimated Eligible Expenses

Participant has estimated the Eligible Expenses to be Eight Hundred Sixty Thousand Dollars (\$860,000). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

public infrastructure and utility infrastructure to City, the Ada County Highway District, or applicable public utility entity.

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

1. Evidence of Completion such as a certificate of occupancy for the Project or other notice from City acknowledging the construction of the Project and that Public Improvements are complete.
2. Schedule of values that includes line items for the Eligible Expenses approved by CCDC for reimbursement, so they are identifiable and separate from other line items ("Schedule of Values").
3. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, asphalt, streetlights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.
4. For the rammed aggregate piers necessary for the site-specific soil remediation, Participant shall submit an affidavit from a structural engineer or general contractor certifying the costs incurred for the improvements are separate and distinguishable from general excavation development costs.
5. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
7. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development and provide documentation that the interest has been waived.
8. Additional documentation or clarifications may be required and requested by CCDC.
9. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way or easement area.

CCDC shall have forty-five (45) days to review the Cost Documentation supplied by Participant and confirm Participant's performance of its obligations under this Agreement. During this 45-day period, CCDC shall review the Cost Documentation in order to: (1) verify the costs were incurred in constructing the Public Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Participant has paid all contractors, subcontractors, and material suppliers that constructed or provided materials for the Public Improvements.

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

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

G. Reimbursement Schedule

The CCDC Reimbursement for this Type 3 Agreement will be made through up to four (4) reimbursements. The first payment shall be upon the completion of the project and fulfillment of all the obligations of Section III.F. Subsequent payments shall be made on or before September 30 of the following fiscal years on an annual basis. CCDC operates on a fiscal year beginning on October 1 and ending September 30.

For example, should the Actual Costs of the Public Improvements be \$860,000 or more, and the project be completed in December 2025 (FY2026), the reimbursement schedule would proceed as shown here:

Reimbursement	Reimbursement Date	Reimbursement Amount
#1	Upon project completion and in accordance with the terms of this agreement	\$215,000
#2	On or before September 30, 2027	\$215,000
#3	On or before September 30, 2028	\$215,000
#4	On or before September 30, 2029	\$215,000
TOTAL		\$860,000

If Actual Costs of the Public Improvements are less than \$860,000, the difference in values will be applied to the fourth payment amount. For example, if the Actual Costs are \$800,000, the fourth and final payment would be \$155,000.

CCDC reserves the right, in its sole discretion, to pay off the CCDC Reimbursement at any time. Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation.

H. CCDC Reimbursement Assignable

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

I. Subordination of Reimbursement Obligations

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

J. Indemnification

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

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

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

K. Insurance

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

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

L. Antidiscrimination During Construction

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

M. Maintenance

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

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

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through September 30, 2042.

B. Local, State and Federal Laws

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

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

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

L. Anti-Boycott Against Israel Certification

In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

M. Certification Regarding Government of China

In accordance with Idaho Code Section 67-2359, Participant, 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.

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

Exhibit A – Legal Description and Site Map
Exhibit B – Project Depiction and Renderings
Exhibit C – Public Improvement Plans
Exhibit D – Estimate of Eligible Expenses

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

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

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

Capital City Development Corporation ("CCDC")

Date

John Brunelle, Executive Director


Boise State Street Associates II ("Participant")
an Idaho limited partnership

By: TPC Holdings X, LLC,
an Idaho limited liability company
Its: General Partner

By: Pacific West Communities, Inc.
an Idaho General Business Corporation
Its: Manager

Date

August 30, 2023



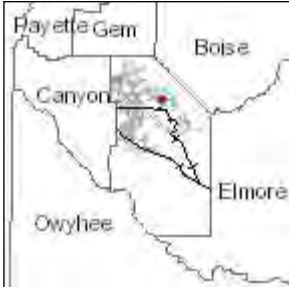
By: Caleb Roope, President and CEO

Exhibit A: Legal Description and Site Map

[Exhibit appears on the following page.]

Ada County Assessor

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



Legend

- Railroad
- Roads (<2,000 scale)
 - <all other values>
 - Interstate
 - Ramp
 - Principal Arterial
 - Collector
 - Minor Arterial
 - Local
 - Parks
 - Alley
 - Driveway
- Parks
- Address
- Townships
- Sections
- Condos
- Parcels
- raster.DBO.AdaOrthos:
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- raster.DBO.AdaOrthos:
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

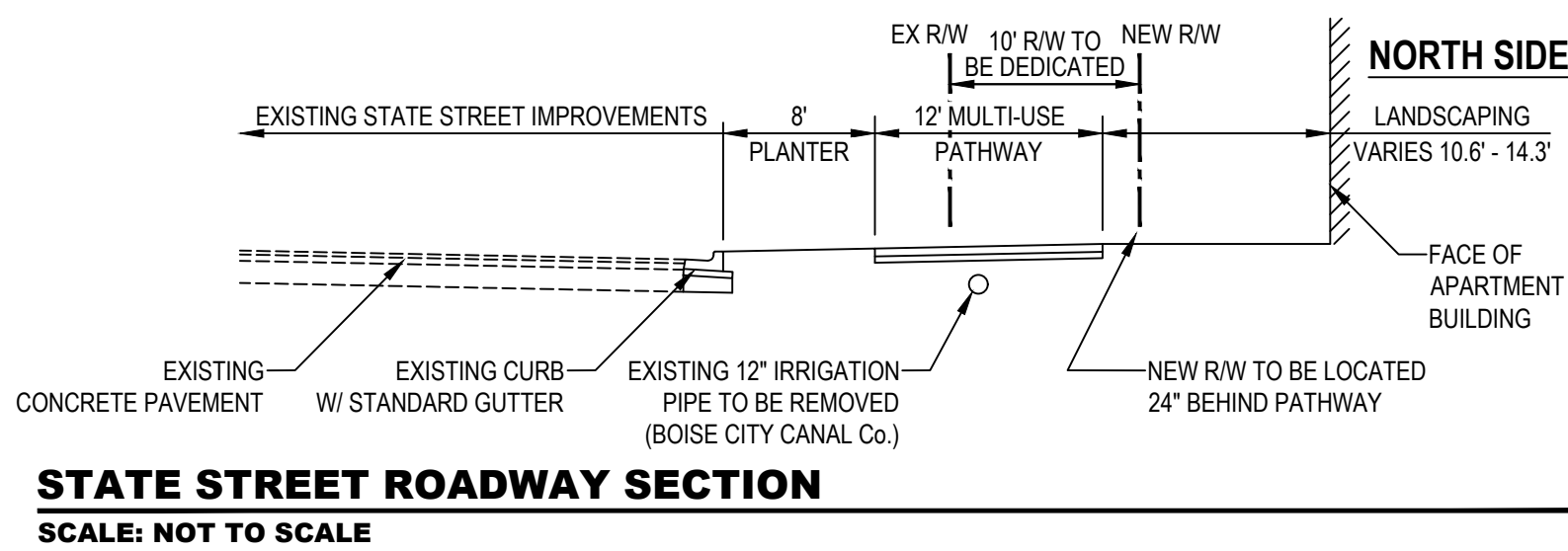
Parcel #: R2125000170

3/20/2023

Exhibit B: Project Depiction and Renderings

[Exhibit appears on the following page.]

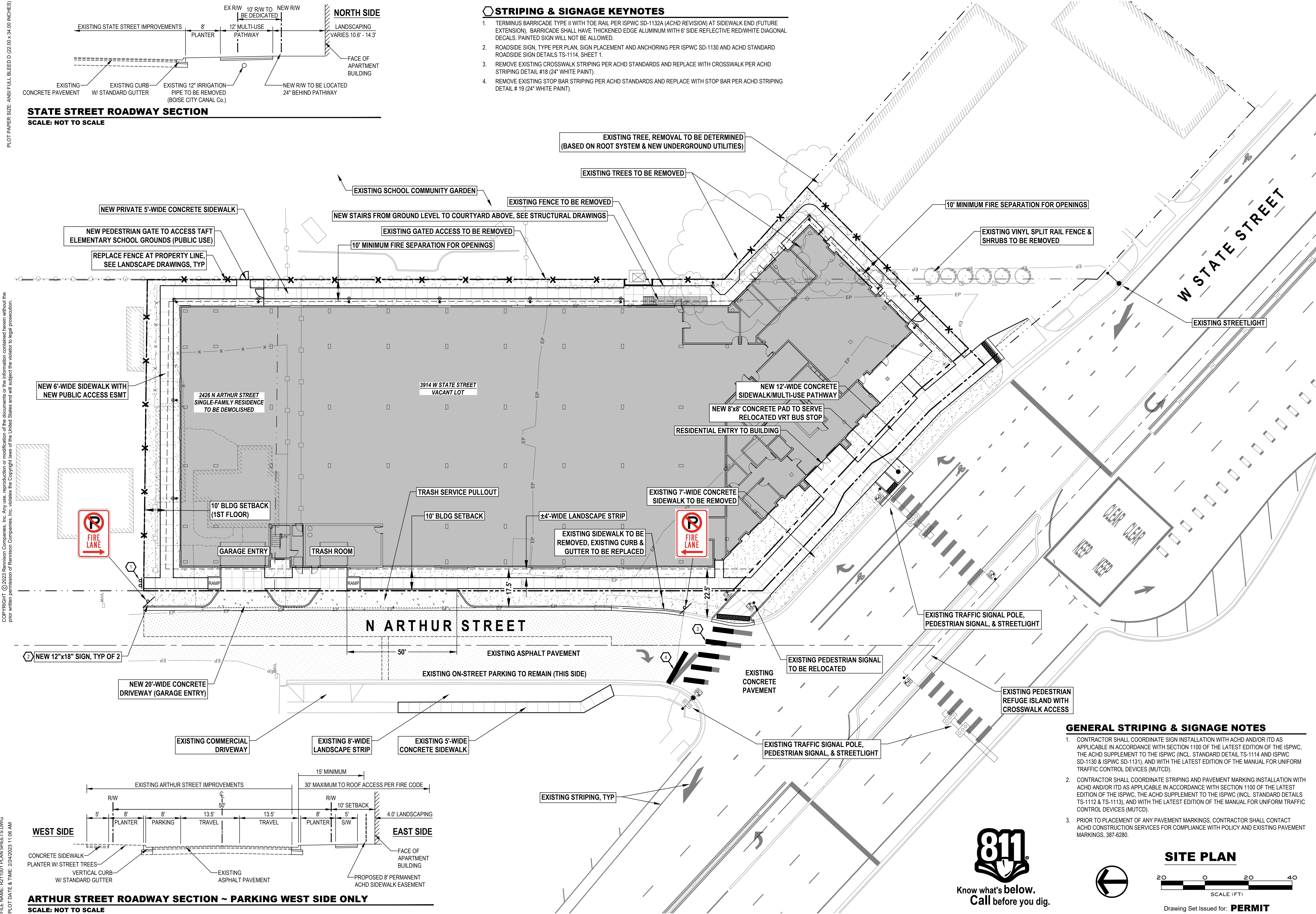
PLOT PAPER SIZE: ANSI FULL BLEED D (22.00" X 34.00" INCHES)



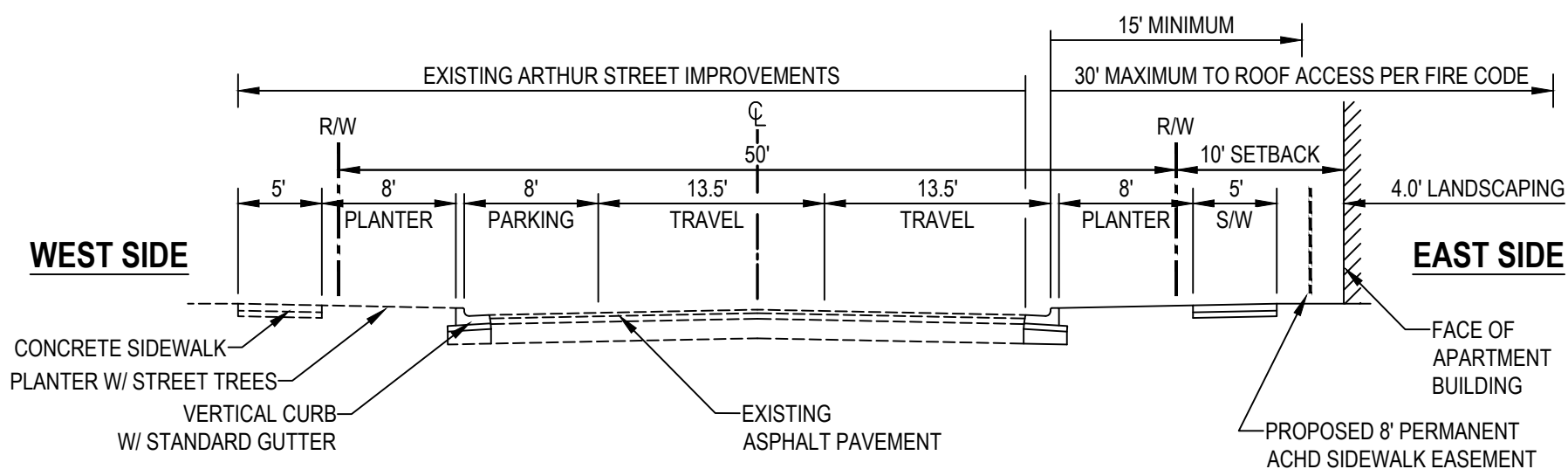
STRIPING & SIGNAGE KEYNOTES

1. TERMINUS BARRICADE TYPE II WITH TOE RAIL PER ISPMC SD-1132A (ACHD REVISION) AT SIDEWALK END (FUTURE EXTENSION). BARRICADE SHALL HAVE THICKENED EDGE ALUMINUM WITH 6\"/>

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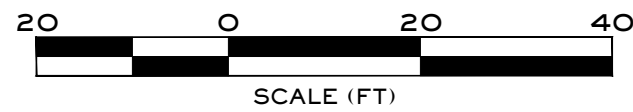
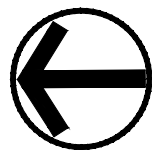


WEST SIDE



ARTHUR STREET ROADWAY SECTION ~ PARKING WEST SIDE ONLY
SCALE: NOT TO SCALE

SITE PLAN



Drawing Set Issued for: **PERMIT**



RENNISON
DESIGN

2025 E RIVERSIDE DRIVE, SUITE 200
EAGLE, IDAHO 83616

State & Arthur Apartments

N Arthur Street, Boise, Idaho

Civil Construction Drawings for:



Description	Date



Project No.	R211001
Issued Date	2/24/2023
Drawn by	BEA
Checked by	BEA
Sheet Title	

Site Plan

Sheet Number

C1.0



Exhibit C: Public Improvement Plans

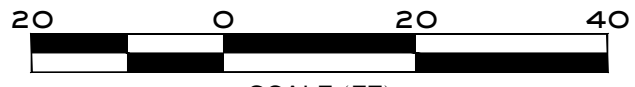
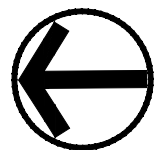
[Exhibit appears on the following page.]

CCDC Participation Program

Type 3 Eligible Expenses Application

This area not included in request.

- SITE PREPARATION: DIVISIONS 2 and 31**
1. Surface demolition
 2. Asphalt demolition
 3. Curb and gutter demolition
 4. Saw cut (included with demo)
 5. Replace subbase
 6. Stand alone tree removal
- SIDEWALK WORK: DIVISION 32**
7. Scored concrete sidewalk
 8. Dry laid brick
 9. Pedestrian ramp
 10. Truncated dome
 11. Landscaped parkway
 12. Irrigation
- OTHER: DIVISION 32**
13. Asphalt repair
 14. Concrete curb cut
 15. Vertical curb and gutter (6")
 16. Meyers cabinet
 17. Water meter
- SITUATIONAL FURNISHINGS: DIVISION 32**
18. Street trees
 19. Tree grates & frames
 20. Trench drain cover
 21. Historic street light
 22. Bench
 23. Bike rack
 24. Litter receptacle
 25. Pre-cast planter
- OTHER:**
26. Driveway & trash apron
 27. Barricades/Site Control Measures
 28. Surveying ROW
 29. Intentionally omitted
 30. Entry canopy
- STORM WATER MITIGATION: DIVISION 33**
31. Surface demo
 32. Surface prep
 33. Finish materials (permeable pavers, etc.)
- UTILITIES: DIVISION 33**
34. Power line (new/relocation/extension)
 35. Water line (new/relocation/extension)
 36. Sewer line (new/relocation/extension)
 37. Geothermal Line (new/relocation/extension)
 38. Natural gas line (new/relocation/extension)
 39. Phone line (new/relocation/extension)
 40. Boise City Canal (new/relocation/extension) includes tree removal
 41. ACHD power box relocation
- STREET: DIVISIONS 2, 31 and 32**
42. Asphalt demolition
 43. Road sub-base and prep
 44. Asphalt paving
- PATH:**
45. Surface demolition
 46. Surface prep
 47. Paving material
- ALLEY:**
48. Asphalt demolition
 49. Alley sub-base and prep
 50. Asphalt paving
- PLAZA:**
51. Surface demolition
 52. Surface prep
 53. Paving material
- OTHER:**
54. Stormwater piping
 55. Seepage Bed
 56. Intentionally omitted
 57. Fire line & hydrants (new/relocation/extension)
 58. Pedestrian crossing - moving push button
 59. VRT bus stop
 60. Brownfield Environmental Assessment
 61. Brownfield Environmental Remediation
 62. Clearance
 63. Grading
 64. Rammed aggregate piers (bottom of footings below) due to unsuitable soils on site
 65. Geopier testing & surveying



SCALE (FT)
DATE PREPARED: MARCH 24, 2023

Exhibit D: Estimate of Eligible Expenses

[Exhibit appears on the following page.]

CCDC Participation Program

Type 3 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

Project Name:
State & Arthur Apartments

Plan Date: civil
3.24.2023/ landscape
3 09 2023

By: SMR
Development, Rennison Design,
Andersen Construction

ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION: DIVISIONS 2 and 31					
1	Surface demolition	sqft	10	1,622	16,220
2	Asphalt demolition	sqft	8	135	1,080
3	Curb and gutter demolition	lnft	10	94	940
4	Saw cut (included w/ demo)	lnft	0	0	0
5	Replace subbase	0	0	0	0
6	Stand alone tree removal	each	0	0	0
SIDEWALK WORK: DIVISION 32					
		0			
7	Scored concrete sidewalk	sqft	9.00	2,800	25,200
8	Dry laid brick	sqft	0	0	0
9	Pedestrian ramp	sqft	25	450	11,250
10	Truncated dome	each	650	3	1,950
11	Lawn parkway	sqft	4.50	3,353	15,089
12	Irrigation	sqft	0	0	0
OTHER: DIVISION 32					
13	Asphalt repair	sqft	10	2,500	25,000
14	Concrete curb cut	each	500	4	2,000
15	Vertical curb and gutter (6")	lnft	37.00	218	8,066
16	Meyers cabinet	each	0	0	0
17	Water meter	each	3,100	2	6,200
SITUATIONAL FURNISHINGS: DIVISION 32					
18	Street trees	each	2,500.00	10	25,000
19	Tree grates & frames	each	0	0	0
20	Trench drain cover	lnft	0	0	0
21	Historic street light	each	0	0	0
22	Bench	each	0	0	0
23	Bike rack	each	0	0	0
24	Litter receptacle	each	0	0	0
25	Pre-cast planter	each	0	0	0
OTHER:					
26	Driveway & Trash Apron	each	20,000.00	1	20,000
27	Site Control Measures	lsum	0.00	1	0
28	Surveying ROW	lsum	5,500.00	1	5,500
29	Intentionally Omitted	sqft			0
30	Entry Canopy	sqft	0	0	0
Total Streetscape Costs:					163,495

CCDC Participation Program

Eligible Costs Application Form

Actual Eligible Costs To Be Determined by CCDC

INFRASTRUCTURE & UTILITIES: (In right-of-way)

		UNIT	UNIT PRICE	QUANTITY	TOTAL COST
STORM WATER MITIGATION: DIVISION 33					
31	Surface demo	sqft	0	0	0
32	Surface prep	sqft	0	0	0
33	Finish materials (permeable pavers, etc.)	sqft	0	0	0
UTILITIES: DIVISION 33			0	0	
34	Power line (new/relocation/extension)	per IPCO	86,993	1	86,993
35	Water line (new/relocation/extension)	lnft	115.00	100	11,500
36	Sewer line (new/relocation/extension)	lnft	185.00	75	13,875
37	Geothermal Line (new/relocation/extension)	lsum	0	0	0
38	Natural gas line (new/relocation/extension)	lnft	0	0	0
39	Phone line (new/relocation/extension)	lsum	0	tbd	14,000
Boise City Canal (new/relocation/extension) includes					
40	required tree removal	lsum	55,934	1	55,934
41	ACHD power box relocation		0	0	0
STREET: DIVISIONS 2, 31 and 32					
42	Asphalt demolition	sqft	4,000.00	1	4,000
43	Road sub-base and prep	sqft	0	0	0
44	Asphalt paving	sqft	30,000.00	1	30,000
PATH: (Did not include per CCDC direction)					
45	Surface demolition	sqft	0	0	0
46	Surface prep	sqft	2	0	0
47	Paving material	sqft	8	0	0
ALLEY:			0	0	0
48	Asphalt demolition	sqft	0	0	0
49	Alley sub-base and prep	sqft	0	0	0
50	Asphalt paving	sqft	0	0	0
PLAZA:					
51	Surface demolition		0	0	0
52	Surface prep		0	0	0
53	Paving material		0	0	0
OTHER:					
54	Storm Water Piping	lnft	88.00	82	7,216
55	Seepage Bed	sqft	45.00	808	36,360
56	Demo existing irrigation Piping/boxes (in line 40)	lnft	35.00	0	0
57	Fire line & Hydrants (new/relocation/extension)	lnft	275.00	57	15,675
58	Pedestrian Crossing - moving push button	lsum	10,000.00	1	10,000
59	VRT Bus Stop	lsum	35,000	1	35,000
Total Infrastructure & Utilities Costs:					320,553

<div> <div>CCDC Participation Program</div> <div>Eligible Costs Application Form</div> <div>Actual Eligible Costs To Be Determined by CCDC</div> </div>					
SITE:					
60	Brownfield Environmental Assessment	lsum	0	0	0
61	Brownfield Environmental Remediation	lsum	0	0	0
62	Clearance	lsum	0	0	0
63	Grading	sqft	0	0	0
OTHER:					
Rammed Aggregate Piers (Bottom of footings below)					
64	Due to unsuitable soils on site	lsum	335,000	1	335,000
65	Geopier Testing & Surveying	lsum	0	1	0
Total Site Costs:					335,000
Historic Register Building Façade Restoration Costs:					
66	TBD, Qualifying Costs		0	0	0
67	TBD, Qualifying Costs		0	0	0
68	TBD, Qualifying Costs		0	0	0
69	TBD, Qualifying Costs		0	0	0
Total Façade Restoration Costs:					0
SUBTOTAL ELIGIBLE COSTS:					819,048
5% General Conditions (limit per program policy)					40,952
TOTAL ELIGIBLE COSTS:					860,000
<div>Important Note:</div> <div>Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.</div>					



FY2023 Year-To-Date Financial Report (Unaudited)
Through THIRD QUARTER

October 1, 2022 - June 30, 2023



FY2023 Q3 Financial Report (Unaudited)

October 1, 2022 – June 30, 2023

REVENUES:

Actual tax increment revenue for the first three quarters totaled \$15.3 million or 59% of tax increment revenues originally budgeted for FY2023. On the consolidated level (totaling all six districts), this is 11% less than originally budgeted for at this point in the fiscal year. This variation from budget is the result of final levy rates coming in at approximately a 20% decrease from the previous year, instead of the 10% decrease assumption used in the development of the FY2023 original budget. By the end of July, CCDC had received 87% of the tax increment revenues originally budgeted for FY2023. FY2023 revenues are formally amended during the annual budget season.

Parking revenues totaled \$6.8 million or 80% of the total annual original budget amount at the end of the third quarter. Overall, parking revenues continue to track very closely with what was budgeted for FY2023.

Miscellaneous revenues totaled \$820k as of the end of the third quarter. This revenue line item is higher than originally budgeted for due to higher interest earned on investments held in the Local Government Investment Pool (LGIP).

EXPENSES:

At the end of the third quarter, total expenses for the Agency were 35% of the annual original budget amount. Operating expenses totaled 62% and capital expenditures totaled 30% of what was originally budgeted for these expense categories. During FY2023, the Agency experienced interruptions getting capital projects to construction due to permitting issues. These project delays are expected to be resolved in the upcoming fiscal year as multi-year projects (Rebuild 11th Street Blocks, Rebuild Linen Blocks on Grove Street, and Old Boise Blocks on Grove Street) are far along in the design phase and partner agency approval process. Contractual obligations for the first three quarters are 23% of what was originally budgeted. Per contract terms, most Type 2 and Type 3 Participation Program payments occur during the fourth quarter of the fiscal year.

ABOUT THIS REPORT. This report includes all budgeted Agency funds. This quarterly report compares to original budget amounts as the amended budget was not officially approved until August 30, 2023 (after June 30, 2023).

Revenues

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

Expenses

- Capital projects are typically designed and planned during the first half of a fiscal year with construction and most expenses occurring in the second half.
- Revenues received from sub-lessee Civic Plaza are equal to the expenses distributed to Ada County for the Ada County Courthouse Master/Surplus Ground Lease. They are passed through only.

FY2023 ORIGINAL BUDGET REVENUE SUMMARY	FY2023 Total (Original) Budget	FY2023 Q3 Actual	% Actual to Total Budget
Revenue from Operations			
Revenue Allocation (Tax Increment).....	26,080,000	15,348,206	59%
Parking Revenue.....	8,478,132	6,801,835	80%
Other Revenues (Various Reimbursements).....	5,671,341	3,939,384	69%
Subtotal	\$ 40,229,473	\$ 26,089,424	65%
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	184,086	820,701	446%
Use of (Transfer to) Working Capital Fund.....	19,161,223	(6,077,142)	-32%
Subtotal	\$ 19,345,309	\$ (5,256,442)	-27%
Subtotal - Revenue from Operations	\$ 59,574,783	\$ 20,832,983	35%
Pass-Through Revenue			
Ada County Courthouse Corridor Leases.....	428,212	83,409	19%
Subtotal	\$ 428,212	\$ 83,409	19%
TOTAL REVENUE	\$ 60,002,995	\$ 20,916,392	35%
EXPENSE SUMMARY	FY2023 Total (Original) Budget	FY2023 Q3 Actual	% Actual to Total Budget
Operating Expense			
Services & Operations.....	2,965,569	2,200,118	74%
Personnel Costs.....	2,998,000	1,965,560	66%
Facilities Management.....	977,354	619,944	63%
Professional Services	1,357,210	395,493	29%
Subtotal	\$ 8,298,133	\$ 5,181,115	62%
Debt Service & Contractual Obligations			
Debt Service.....	170,000	85,000	50%
Subtotal	\$ 170,000	\$ 85,000	50%
Capital Outlay			
Office Furniture/Computer Equipment.....	45,000	23,099	51%
Capital Improvement Projects (part of CIP).....	42,593,119	13,732,713	32%
Contractual Obligations (part of CIP).....	5,709,031	1,309,680	23%
Parking Reinvestment Plan (PRP).....	2,520,000	403,580	16%
Mobility Projects.....	239,500	97,796	41%
Subtotal	\$ 51,106,650	\$ 15,566,868	30%
Subtotal - Expenses for Operations	\$ 59,574,783	\$ 20,832,983	35%
Pass-Through Expense			
Ada County Courthouse Corridor Leases.....	428,212	83,409	19%
Subtotal	\$ 428,212	\$ 83,409	19%
TOTAL EXPENSE	\$ 60,002,995	\$ 20,916,392	35%

FY2023 Q3 OPERATING REVENUES

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY October 2022 - June 2023

Activity	FY 2022	FY 2023	FY 2023			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
River-Myrtle / Old Boise	10,879,908	12,880,000	8,164,565	7,323,817	(840,748)	-10%
Westside	4,295,431	4,810,000	2,998,709	2,833,879	(164,830)	-5%
30th Street	1,050,607	1,450,000	921,164	808,583	(112,581)	-12%
Shoreline	483,242	620,000	355,436	337,912	(17,525)	-5%
Gateway East	2,425,378	5,210,000	4,169,141	3,488,192	(680,949)	-16%
State Street	0	1,110,000	688,200	555,823	(132,377)	-19%
TOTAL RAD	19,134,567	26,080,000	17,297,216	15,348,206	(1,949,010)	-11%
PARKING BY GARAGE						
9th & Main (Eastman)	1,562,609	1,649,994	1,265,397	1,270,429	5,032	0%
Capitol & Main (Cap Terrace)	2,215,614	2,098,617	1,594,421	1,713,534	119,113	7%
9th & Front (City Centre)	1,615,914	1,819,529	1,383,205	1,510,138	126,933	9%
10th & Front (Grove St.)	1,173,178	1,280,855	969,913	1,079,756	109,843	11%
Capitol & Myrtle (Myrtle St.)	939,262	1,047,265	785,477	769,085	(16,392)	-2%
11th & Front (CCDC's portion 30.1%)	373,351	421,923	312,175	335,170	22,995	7%
Misc. Parking	407,881	159,950	119,963	123,723	3,761	3%
TOTAL PARKING	8,287,809	8,478,132	6,430,550	6,801,835	371,285	6%
Other	1,877,505	5,671,341	4,253,506	3,939,384	(314,122)	-7%
TOTAL	29,299,881	40,229,473	27,981,271	26,089,424	(1,891,847)	-7%

RECONCILIATION TO FY2023 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	\$60,002,995
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(428,212)
Use of Fund Balance	(19,161,223)
Bond Financing Proceeds	0
Miscellaneous Revenue (Lease, Property Transactions)	(184,086)
Operating Revenues	<u>\$40,229,473</u>

Capital City Development Corporation
Balance Sheet - Governmental Funds
June 30, 2023 (Unaudited)

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	State Street District RA Fund	Parking Fund	Total Governmental Funds
ASSETS									
Cash and investments	1,300,000	27,162,299	8,263,543	2,520,417	984,038	5,794,935	412,022	15,636,059	62,073,313
Accounts receivable	7,341	358,798	388,676	-	-	-	-	82,975	837,790
Interest receivable	85,219	-	-	-	-	-	-	-	85,219
Taxes receivable	-	3,661,911	1,281,830	371,562	194,751	974,458	297,984	-	6,782,496
Leases receivable	-	-	49,123	-	-	-	-	707,113	756,236
Prepays	-	15,250	-	-	-	-	-	-	15,250
Restricted cash	-	-	-	-	-	-	-	506,814	506,814
Property held for resale or development	-	1,803,331	7,152,327	-	-	-	-	-	8,955,658
Total assets	<u>1,392,560</u>	<u>33,001,589</u>	<u>17,135,499</u>	<u>2,891,979</u>	<u>1,178,789</u>	<u>6,769,393</u>	<u>710,006</u>	<u>16,932,961</u>	<u>80,012,776</u>
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES									
LIABILITIES									
Accounts payable	18,670	1,671,695	423,970	1,018	5,757	8,159	-	329,143	2,458,412
Accrued liabilities	139,662	-	-	-	-	-	-	-	139,662
Advanced revenues	-	-	-	-	-	-	-	-	-
Refundable deposits	-	-	49,637	-	-	-	-	-	49,637
Total liabilities	<u>158,332</u>	<u>1,671,695</u>	<u>473,607</u>	<u>1,018</u>	<u>5,757</u>	<u>8,159</u>	<u>-</u>	<u>329,143</u>	<u>2,647,711</u>
DEFERRED INFLOWS OF RESOURCES									
Unavailable property tax	-	3,661,911	1,281,830	371,562	194,751	974,458	297,985	-	6,782,497
Lease related	-	-	49,076	-	-	-	-	694,622	743,698
Total deferred inflows of resources	<u>-</u>	<u>3,661,911</u>	<u>1,330,906</u>	<u>371,562</u>	<u>194,751</u>	<u>974,458</u>	<u>297,985</u>	<u>694,622</u>	<u>7,526,195</u>
FUND BALANCES									
Nonspendable	-	1,818,581	7,152,327	-	-	-	-	-	8,970,908
Restricted	-	25,849,402	8,178,659	2,519,399	978,281	5,786,776	412,021	6,752	43,731,290
Committed	-	-	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	-	-	15,402,444	15,402,444
Unassigned	<u>1,234,228</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,234,228</u>
Total fund balances	<u>1,234,228</u>	<u>27,667,983</u>	<u>15,330,986</u>	<u>2,519,399</u>	<u>978,281</u>	<u>5,786,776</u>	<u>412,021</u>	<u>15,909,196</u>	<u>69,838,870</u>
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	<u>1,392,560</u>	<u>33,001,589</u>	<u>17,135,499</u>	<u>2,891,979</u>	<u>1,178,789</u>	<u>6,769,393</u>	<u>710,006</u>	<u>16,932,961</u>	<u>80,012,776</u>

FUND BALANCE DEFINITIONS

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

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

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

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

Unassigned: all other funds; typically the General Fund.



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IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Approval of Amendment 1 to the CM/GC Contract with Guho Corp. for the Old Boise Blocks on Grove Street Streetscape Improvements Project.		Date: October 9, 2023
Staff Contact: Karl Woods, Senior Project Manager Kathy Wanner, Contracts Manager	Attachments: 1. Resolution 1838 2. Amendment No. 1 to the CM/GC Agreement with Guho Corp.	
Action Requested: Adopt Resolution 1838 approving and authorizing the execution of Amendment No.1 to the CM/GC Contract with Guho Corp for the Old Boise Blocks on Grove Street Streetscape Improvement Project.		

Fiscal Notes:

Amendment No. 1 approves a \$6,727,361 Guaranteed Maximum Price (GMP) for construction services associated with the Agency's Old Boise Blocks on Grove Street Streetscape Improvement Project. The Agency's budget has adequate funds available for these construction costs.

Background:

The Agency is constructing several capital projects originating from robust public engagement and a multi-year planning effort with the City of Boise and ACHD. The projects include:

- CCDC Streetscape Improvements from 6th Street to 3rd Street
- Boise Canal upgrades from 5th Street to 3rd Street
- Utility upgrades from 6th Street to 3rd Street
- ACHD roadway reconstruction from 6th Street to 3rd Street
- City of Boise fiber optic conduit expansion from 6th Street to 3rd Street
- Department of Labor parking lot modifications

Construction of these projects is known as the Old Boise Blocks on Grove Street Streetscape Improvements Project.

By coordinating multiple projects with Agency partners, the Agency is able to reduce disruption to the downtown community and businesses and expedite the construction process. Construction of the Old Boise Blocks on Grove Street Streetscape Improvement Project is anticipated to begin at the end of October 2023 and be completed by July 2024. Amendment No. 1 to the Construction Manager/General Contractor (CM/GC) contract with Guho Corp. provides authorization to proceed with construction services.

As the CM, Guho Corp. publicly bid the work included in this Amendment No. 1 and is now required to award the contracts to the lowest responsive bidders, in accordance with Idaho Code § 54-4511. Agency staff were present for bid openings. With Board approval of Resolution 1838, Guho Corp. will begin awarding subcontracts and mobilizing for construction.

Public Outreach and Next Steps

As the project approaches construction, continued public outreach is of utmost importance. The Agency and Guho Corp. will remain in contact with all property owners and businesses along Grove Street. We are planning pre-construction meetings for business and property owners in October at which CCDC will share project information and what to expect during construction. Mailers will be sent out to all addresses within a two-block radius of the project. We will also be coordinating messaging with ACHD and the Downtown Boise Association (DBA) to help amplify our communication. We will keep the public informed through the following methods:

- Project flyers
- Physical signage throughout the project area with business and residential access, detour maps, and construction notifications
- Mailers
- Weekly construction emails with detour updates
- Social media campaigns
- Regularly updated project page on CCDC's website
- Coordinated messaging through ACHD
- Coordinated messaging through DBA

Staff Recommendation:

Staff recommends adoption of Resolution 1838.

Suggested Motion:

I move to adopt Resolution 1838 approving and authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp for the Old Boise Blocks on Grove Street Streetscape Improvement Project.

ATTACHMENT 1
RESOLUTION 1838

RESOLUTION NO. 1838

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) AGREEMENT BETWEEN THE AGENCY AND GUHO CORP.; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT; 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 cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to the public right-of-way of Grove Street between 3rd Street and 6th Street, in downtown Boise, to wit: providing new curbless streetscape improvements; reconstructing the roadway with concrete paving; upgrading the Boise Canal; installing green stormwater infrastructure; adding raised

intersections; expanding the City fiber optic conduit system, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

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

WHEREAS, upon approval of Resolution No. 1701 by its Board of Commissioners on April 12, 2021, the Agency entered into a CM/GC Agreement with Guho Corp. for the Old Boise Blocks on Grove Street Streetscape Improvements Project ("Project") using the CM/GC construction delivery method; and,

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

WHEREAS, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 1 to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, in order to establish a Guaranteed Maximum Price ("GMP") for the initial phase of construction services associated with the Agency's Old Boise Blocks on Grove Street Streetscape Improvements Project; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Amendment No. 1 and to authorize the Agency's Executive Director to execute same.

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

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

Section 2: That Amendment No. 1 to the Construction Manager / General Contractor construction agreement between the Agency and Guho Corp., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 1 to the Construction Manager / General Contractor construction agreement with Guho Corp., which will increase the Guaranteed Maximum Price of the Project to SIX MILLION SEVEN HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS (\$6,727,361).

Section 4: That the Agency Executive Director is further authorized to expend funds for the Guaranteed Maximum Price amount plus up to 4% of that amount 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 October 9, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 9, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT 2

AMENDMENT NO. 1 TO THE CM/GC AGREEMENT WITH GUHO CORP

**AMENDMENT NO. 1 TO THE
STANDARD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND CONSTRUCTION MANAGER
(WHERE THE CM IS AT-RISK)**

DATED _____, 2023

Pursuant to Section 7.5 of the Agreement dated June 17, 2021, between the Owner, Capital City Development Corporation, and the Construction Manager, Guho Corp. for the Old Boise Blocks on Grove Street Streetscape Improvements Project located in downtown Boise, the Owner and the Contractor desire now to establish a Guaranteed Maximum Price ("GMP") for the Work. The Owner and the Contractor hereby agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3 is SIX MILLION SEVEN HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS (\$6,727,361).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are a part of this Agreement.

- EXHIBIT A: Assumptions and Clarifications (5 pages)
- EXHIBIT B: Schedule of Values (9 pages)
- EXHIBIT C: Allowances (1 page)
- EXHIBIT D: Subcontractors / Self Perform Work List (3 pages)
- EXHIBIT E: General Conditions (2 pages)
- EXHIBIT F: Schedule (2 pages)
- EXHIBIT G: Phasing Plan (8 pages)
- EXHIBIT H: Old Boise Blocks List of Drawings (1 page)
- EXHIBIT I: IDOL Parking Lot List of Drawings (1 page)
- EXHIBIT J: List of Specifications from Project Manual dated August 11, 2023 (2 pages)
- EXHIBIT K: Updated Personnel Rates (1 page)

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is July 31, 2024.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is Twenty-One (21) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

ARTICLE 4 COST ITEMS

Section 8.2 is hereby amended as follows:

8.2.2 Updated Salaries of the Construction Manager's employees

Construction Manager - \$114.49 per hour

Senior Superintendent - \$109.30 per hour

Superintendent - \$89.18 per hour

Project Engineer - \$74.68 per hour

[End of Amendment No. 1 | *Signatures appear on the following page.*]

IN WITNESS WHEREOF, OWNER AND CONSTRUCTION MANAGER have executed this Agreement with an effective date as first written above.

OWNER: Capital City Development Corporation

BY: _____
John Brunelle, Executive Director

Date: _____

Approved as to Form:

Mary Watson, General Counsel

CONSTRUCTION MANAGER: Guho Corp.

BY: _____
Anthony Guho, Vice President

Date: _____

END OF DOCUMENT

Budget Info / For Office Use	
Fund/District	302
Account	6250
Activity Code	20007
PO #	240006
GMP 1 Completion	July 31, 2024



EXHIBIT A

OLD BOISE BLOCKS on GROVE STREET GMP 1

EXHIBIT A: ASSUMPTIONS AND CLARIFICATIONS

General Conditions:

- Working Hours 7am to 6 pm Monday – Friday
- 5 Parking Spaces provided by CCDC in 521 Parking Lot for Job Trailer
- Orange Fence perimeter fencing during construction

01-2100 Allowances

- Cold Weather Allowance- \$25,000 (Paving)
 - \$25,000 (Sidewalks)
 - \$50,000 (Structures)
 - Blankets, Concrete Additive Mixtures, Ground Heaters
- Unsuitable Soils Road Section- 500 cyds
- Unsuitable Soils Sidewalk Sections- 500 cyds
- Unsuitable Backfill- 500 cyds for Irrigation Canal Backfill export and import if existing soils are not suitable for backfill
- City of Boise Permit Fees
 - Grading and Drainage Permit \$21,059
 - Permitted Value of \$3.008 million
- Idaho Power New Services Fee Allowance \$21,000

01-4123 Permits

- ACHD Permit Fees \$85/ day for the duration of the project (270 days)
- Credit days for the ACHD portion of work (60 days)

01-4523 Testing and Inspections

- Allowance for 3rd Party Testing and Inspections
 - Subgrade inspections for sidewalk and road
 - Silva Cell Sub Base, Base, Backfill and Top Base Course Inspections
 - Testing for Compaction of Trench Backfill
 - Compaction Testing on Aggregate Base Course
 - Concrete Rebar Inspections for Structural Foundations
 - Concrete Cylinders for Structural Foundations
 - Concrete Air and Slump Test on Sidewalks and Curb and Gutter
 - Strength Cylinders Concrete Air and Slump Test on Concrete Paving
 - Additional Cylinders for Early Strength Paving Areas

01-5200 Construction Facilities

- Job Trailer with Meeting Room Setup with Audio/Video Conferencing Hardware to conduct meeting with remote team members



OLD BOISE BLOCKS on GROVE STREET GMP 1

- Temp Electrical Service fed from Alley
- Portable Toilets at Job Trailer and on street

01-5300 Temp construction

- Rework Surface Parking Lot access from Alley, demo concrete and asphalt patch to allow for access and exit from alley while Grove construction is going on

01-5400 Construction Aid

- General Laborer Allowance to be used for small tasks as needed, traffic control, signage install, cleanup, public relations items.

01-5526 Traffic Control

- See Phasing Plan
- Grove Street Closed from 6th to 3rd for Construction
- Maintain gravel parking lot access
- 5th Street Closed for Storm Drian Install November -December 2023
- 5th Street Lane restrictions Jan 1 to April 15
- 5th Street Closed for Concrete Placement April 15th to June 1
- No Parking Garage Access on Grove for Apartments between 4th and 5th December - May 2024
- Building Entry for emergency exit only during construction residence to utilize west entry door
- 3rd Street Closure for Irrigation Canal Crossing and Paving
- Closed Parking Access to 323 W Grove during Road Reconstruction

01-5529 Staging Area

- Renting 5 parking 521 Parking Lot from November 1, 2023 to July 2024

01-56000 Temp Barriers and Enclosures

- Temporary orange fencing 4' tall with a concrete base
- Ada walls for Pedestrian Detours

01-5713 Erosion/Sediment Control (SWPPP)

- Storm Water Pollution Prevention Plan and eNOI files
- Maintain SWPPP and perform inspections as required
- Drop Inlet Protection in existing Di's
- Drop Inlets Protection in new Di's
- SWPPP Allowance \$10,000
 - No Waddle or Silt fence at the perimeter
 - No track out pads
 - Road Sweeping as necessary to contain track-out
 - No Dewatering Permit Requirements



OLD BOISE BLOCKS on GROVE STREET GMP 1

01-5800 Project Signage

- Wind signs for Sidewalk Public Notices and Maps

01-7413 Waste Management

- Dump Trailer/Dumpster for construction trash

02-4113 Demo Site

- Demo of existing asphalt road
 - Assumed depth of 4-6"
 - No Concrete and/CRABs base
- Sidewalk Demo
 - Saw Cut along existing hard tie ins
 - Concrete Sidewalks 4-6" thick unreinforced concrete
 - If Buildings extend into ROW neat sawcut and leave existing conditions
- Removal of Trees and existing Landscaping

12-9300 Site Furnishings

- Sandstone Benches with sandblast finish

26-5613 Light Poles and Standards

- Conduits may be joint trenches with Silva Cell Backfill, City Fiber or ACHD Interconnect

31-2000 Excavation

- Excavation to subgrade only
- Sidewalk Excavation depth at 0.5ft max

31-2317 Trenching

- Joint Trench for Fiber, Electrical Conduits, Irrigation and Interconnect

32-0129 Asphalt Patch

- Temp 2.5" Asphalt Patch for areas where Utility Install is ahead of streetscape improvements

32-1100 Base Course

- 6" Gravel Section in Concrete Paving areas
- Regrade and Prep Asphalt Transition Areas
 - Does not include replaced asphalt section in transition areas

32-1313 Concrete Paving

- Concrete Paving to have broomed Finish



OLD BOISE BLOCKS on GROVE STREET GMP 1

32-9446 Tree Grids (Silva Cells)

- Includes Storm Drainpipe system in Silva Cell System
- Minor adjustments to the layout to be made in the field to work around existing utilities
- Coordinate with Utility Companies for any conflicts
- Removal and disposal of abandoned water main by Viola

33-4213 Irrigation Canal

- Assume no conflicts with existing utilities
- Cofferd Dam and bypass flows east of 3rd
- Storm Event Flows of 800 gpm
- No Dewatering Discharge only bypass of existing flows
- Removal of Existing Pipe/Structure, backfill with native soils
- Assume the Existing Canal is sandstone walls and reinforced concrete lid
- Assume Precast Concrete Structure for 4th Street Crossing
- Mel Roll Sheet Waterproofing System
- Assumes that the new canal pipe can be install while the existing system is in off-season service

DOL Parking LOT VE Options

- CMU Flat Cap inlue of Precast
- Allowance of \$7500 for Irrigation and Landscaping
- Eliminated (2) Catch Basins along Grove and 12" Pipe
- Demo Asphalt
- Regrade
- Pave 2.5" of Asphalt
- Restripe
- Allowance for Unsuitable Soils

Exclusions:

- Cost for Parking Passes displaced parkers covered by CCDC
- Parking for Residences along Grove relocated to numbered streets during construction
- Any Permits for Canal Work
- Temp Work for Phasing of Streetscapes Improvements between 6th and 5th South side for Construction
- Utility Relocations/Adjustments
- Eliminated Toe Kick Lights and Sandstone Seat Wall
- Eliminated Slot Drain and Replaced with (3) 12x12 Area Drains tied into Silva Cells
- Eliminated LED Handrail



OLD BOISE BLOCKS on GROVE STREET GMP 1

Coordination with External Parties/Projects

- **Veolia Water Responsibility**
 - Replacing Main per schedule
 - Working under Grove Project traffic control plans
 - Hold a Separate ACHD Permit
 - Pay traffic control that does not overlap time with other CCDC construction work
 - Temp Asphalt Patching the as required by ACHD or by Phasing
 - Removal of abandoned pipe as required
 - Adjustment of pipe for conflicts with new construction
 - Coordination and scheduling with Businesses for outages
 - Work Nights/Off hours if required by schedule, phasing or traffic control requirements



EXHIBIT B

OLD BOISE BLOCKS ON GROVE STREET SCHEDULE OF VALUES GMP 1

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
ACHD	01-2100 ALLOWANCES				
	Cold Weather Concrete Allowance Paving	Allowance		1.00 lsum	25,000
	Cold Weather Concrete Allowance Structures	Allowance		1.00 lsum	50,000
					75,000
	01-3109 CONSTRUCTION MANAGER				
	Construction Manager			100.00 HR	11,449
					11,449
	01-3110 PROJECT MANAGEMENT				
	Superintendent Senior			100.00 hr	10,930
					10,930
	01-3111 PROJECT SUPERVISION				
	Superintendent			300.00 hr	26,754
					26,754
	01-3112 PROJECT ENGINEER				
	Project Engineer /Assistant Project Manager			200.00 hr	14,936
					14,936
	01-4523 TESTING AND INSPECTION SERVICE				
	Testing and Inspections Road and Paving			1.00 allow	15,000
					15,000
	01-5526 TRAFFIC CONTROL				
	Traffic Control- Road Closed (N/S)	Allowance		2.00 mth	7,000
	Traffic Control Road Closed (E/W)	Allowance		4.00 mth	12,000
	Traffic Control Road Setup/Take Down	Allowance		4.00 ea	4,000
	Traffic Control Maintenance and Flagging	Allowance		50.00 hrs	2,013
	Traffic Control Ped Detours	Allowance		4.00 mth	3,000
					28,013
	01-5713 EROSION/SEDIMENT CTRL. (SWPPP)				
	SWPPP Allowance	Allowance		1.00 allo	10,000
	Drop Inlet Protection			46.00 ea	2,300
					12,300
	02-4113 DEMO-SITE				
	Asphalt Demo	GUHO CORP 2		45,097.00 sf	48,254
					48,254
	31-2000 EXCAVATION				
	Road Excavation Concrete Section	GUHO CORP 2		900.00 cy	75,543
					75,543
	31-2333 BACKFILL & COMPACT				
	Allowance Unsuitable Soils Road Section	Allowance		500.00 cy	39,500
					39,500
	32-0129 ASPHALT PATCH				
	Asphalt Patch Back	Allowance		5,685.00 sqft	45,480
	Asphalt Patch Back	Allowance		120.00 sqft	960
					46,440
	32-1100 BASE COURSE				
	Asphalt Patch Paving Grade Prep	Allowance		5,685.00 sqft	11,370
	6" Road Base Section	GUHO CORP 2		45,097.00 sf	64,872



OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
					76,242
32-1313	CONCRETE PAVING				
	9" Concrete Paving w/ Reinforcing and Joint Sealants	PUSHER		34,933.00 sf	522,248
	Colored Paving Upgrades	PUSHER		4,113.00 sf	81,232
					603,480
32-1723	PAVEMENT MARKINGS				
	Striping Allowance	Allowance		1.00 ls	28,000
					28,000
33-4213	IRRIGATION CANAL				
	36" Storm Drain 5th Street Crossing	ALLOWANCE		109.00 lf	43,600
	36" Storm Drain 3rd Street Crossing	ALLOWANCE		79.00 lf	31,600
	72" Manhole (5th Street)	ALLOWANCE		2.00 ls	17,000
	72" Manhole (3rd Street)	ALLOWANCE		2.00 ls	17,000
	72" Manhole (3rd Street)	ALLOWANCE		1.00 ls	8,500
					117,700
33-4900	STORMWATER STRUCTURES				
	1500 Gal Sand Grease Trap	GUHO CORP		3.00 ls	24,197
					24,197
					TOTAL COST
					1,253,738
				4.00%	CONTINGENCY
					50,150
				8.00%	CM/GC FEE
					104,311
				0.91%	BOND
					12,744
					ACHD TOTAL
					\$ 1,420,943



OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
CCDC					
01-2100	ALLOWANCES				
	Cold Weather Concrete Allowance	Allowance		1.00 lsum	25,000
					25,000
01-3109	CONSTRUCTION MANAGER				
	Construction Manager			375.00 HR	42,934
					42,934
01-3110	PROJECT MANAGEMENT				
	Superintendent Senior			375.00 hr	40,988
					40,988
01-3111	PROJECT SUPERVISION				
	Superintendent			1,200.00 hr	107,016
					107,016
01-3112	PROJECT ENGINEER				
	Project Engineer /Assistant Project Manager			500.00 hr	37,340
					37,340
01-3223	Survey & Layout				
	Total Station/GPS + Data Collector			6.00 mths	24,498
					24,498
01-4123	PERMITS				
	CoB Grading and Drainage Permit Fee			1.00 allow	21,059
	ACHD SWPPP Permit Fee			1.00 allow	150
	ACHD Locates Fee			1.00 allow	800
	ACHD ROW Permit Fee			270.00 day	22,950
	ACHD ROW Permit Fee (Credit for ACHD Scope)			-60.00 day	(5,100)
					39,859
01-4126	FEES				
	Idaho Power Service Allowance	ALLOWANCE	Y	3.00 ea	22,500
					22,500
01-4523	TESTING AND INSPECTION SERVICE				
	Testing and Inspections Streetscapes			1.00 allow	35,000
					35,000
01-5200	CONSTRUCTION FACILITIES				
	Field Office Delivery/Pickup			2.00 ea	1,260
	Job Trailer			9.00 mth	8,550
	Temp Power Setup			2.00 ea	2,000
	Field Office Furniture and Technology Package			9.00 mth	4,500
	Temp Power			9.00 mth	935
	Portable Toilet			12.00 mth	1,800
					19,045
01-5300	TEMP CONSTRUCTION				
	Rework Alley for Parking Lots Access Allowance	Allowance		1.00 allow	15,000
	Temp Blackout and Striping of DOL Parking Lot	CURTIS CLEAN SWEEP,		1.00 ea	6,158
	Temp Asphalt Patch			1.00 ea	10,000
					31,158
01-5400	CONSTRUCTION AIDS				



OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL	
	General Labor			300.00 hr	12,711	
						12,711
01-5526	TRAFFIC CONTROL					
	Traffic Control- Road Closed (N/S)	Allowance		4.00 mth	14,000	
	Traffic Control Road Closed (E/W)	Allowance		9.00 mth	27,000	
	Traffic Control Road Setup/Take Down	Allowance		7.00 ea	7,000	
	Traffic Control Maintenance and Flagging	Allowance		200.00 hrs	9,000	
	Traffic Control Ped Detours	Allowance		7.33 mth	5,495	
						62,495
01-5529	STAGING AREAS					
	Staging Area Rental	Allowance		mth		
01-5600	TEMP BARRIERS AND ENCLOSURES					
	Temporary Orange Plastic Fencing 4' Tall w/ Concrete Post Bases			1,500.00 ft	3,000	
	ADA Walls			200.00 lf	4,267	
	TEMP BARRIERS AND ENCLOSURES					7,267
01-5800	PROJECT SIGNAGE					
	Windsigns Bases 8 months x 6 ea			6.00 ea	990	
						990
01-7419	WASTE MANAGEMENT AND DISPOSAL					
	Trash Disposal			8.00 mth	4,000	
						4,000
02-4113	DEMO-SITE					
	Streetscapes Demo (6" Depth)	GUHO CORP	Y	42,762.00 sf	138,977	
						138,977
10-1400	SIGNAGE					
	Signage Package	Allowance		1.00 lsum	6,500	
	Parking Meter Post Install			14.00 lsum	700	
						7,200
12-9300	SITE FURNISHINGS					
	Sandstone Benches Supply (Sandblast Finish)	CAPITOL LANDSCAP	Y	23.00 ea	54,135	
	Sandstone Bench Footing	PUSHER		23.00 ea	11,500	
	Sandstone Boulders Large	GINGERICH		10.00 ea	6,800	
	Sandstone Boulders Small	GINGERICH		16.00 ea	4,800	
	Bike Rack Paver Install			29.00 ea	2,175	
	Bike Rack, Paver Powder Coat Green	KB Welding		29.00 ea	6,609	
	Trash Receptacle			2.00 ea	4,777	
						90,796
13-1200	FOUNTAIN WALL					
	Wrought Iron Fence at Water Wheel Allowance	Allowance	Y	56.00 lf	4,480	
	Sandstone Wall @ Water Wheel Allowance	Allowance	Y	160.00 sqft	16,000	
						20,480
26-0010	ELECTRICAL SUBCONTRACTOR					
	Event Power Bollard	QEI	Y	2.00 ea	30,051	
	Dual Meter Cabinet	QEI	Y	2.00 ea	53,076	
						83,127
26-0010	EV CHARGING STATION					
	EV Charging Station Supply and Install	QEI	Y	1.00 ea	26,958	



OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
	EV Charging Station Rough In	QEI	Y	1.00 ea	6,881
					33,839
26-5613	LIGHT POLES & STANDARDS				
	Streetlight Demo	QEI	Y	1.00 ea	9,739
	Dual Meter Cabinet	QEI	Y	1.00 ls	26,538
	Light Pole Conduit and Conductors	QEI	Y	1.00 ls	304,760
	Light Pole Base Type A 2x5 (Excavation/Backfill + Pour)	GUHO CORP	Y	32.00 ea	35,450
	PL2 Supply and Install	QEI	Y	4.00 ea	23,353
	PL1 Historic Street Light Supply and Install	QEI	Y	24.00 ea	148,689
	Relocate Light Poles	QEI	Y	4.00 ea	8,699
					557,228
31-2000	EXCAVATION				
	Sidewalk Excavation Concrete Section (0.5 ft)	GUHO CORP	Y	31,140.00 sf	42,661
	Sidewalk Excavation Concrete Section (0.5 ft)	GUHO CORP	Y	600.00 sf	1,902
					44,563
31-2317	TRENCHING				
	Joint Trenching	GUHO CORP	Y	615.00 lf	12,134
					12,134
31-2333	BACKFILL & COMPACT				
	Unsuitable Soils Sidewalk Section	Allowance		500.00 cy	23,335
					23,335
32-1100	BASE COURSE				
	Sidewalk Prep Section (6")	GUHO CORP	Y	26,018.00 sqft	98,713
	Curb Prep	GUHO CORP	Y	2,890.00 lf	46,158
	Sidewalk Prep Section (6")	GUHO CORP	Y	600.00 sqft	2,276
					147,147
32-1416	BRICK PAVERS				
	Plank Unit Pavers	CAPITOL LANDSCAP	Y	5,400.00 sf	145,800
					145,800
32-1613	CURB & GUTTER				
	Curb and Gutter	PUSHER	Y	1.00 lf	31,690
	Valley Gutter	PUSHER	Y	2,235.00 lf	88,282
	Curb and Gutter	PUSHER	Y	6.00 lf	237
	Curb and Gutter	PUSHER	Y	321.00 lf	12,679
					132,888
32-1623	SIDEWALKS				
	Concrete 5" Sidewalk	PUSHER	Y	24,363.00 sf	193,686
	Concrete Drive Approach	PUSHER	Y	1,299.00 sf	19,420
	Concrete 5" Sidewalk	PUSHER	Y	600.00 sf	4,770
					217,876
32-1726	TACTILE WARNING SURFACES				
	Truncated Domes 2x2 Precast (Supply and Install)	PUSHER	Y	300.00 sqft	27,000
	Directional Warning Tiles 12x12 Precast (Supply and Install)	PUSHER	Y	1,275.00 lf	55,463
	Truncated Domes Radius Custom Supply		Y	176.00 sqft	10,444
	Truncated Domes Radius Install	PUSHER	Y	176.00 sqft	6,873
					99,780
32-3200	RETAINING WALLS				



OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
	Stainless Steel Handrail Center (6 FT)	Allowance	Y	3.00 ea	2,700
	Sandstone Steps (Sandblast Finish)	CAPITOL LANDSCAP	Y	1.00 ea	212,800
	Concrete Stairs and Foundation	PUSHER	Y	1.00 ea	22,500
					238,000
32-3913	BOLLARDS				
	Bollard	QCP	Y	7.00 Ea	14,862
	Bollard Foundation		Y	7.00 Ea	1,750
					16,612
32-8000	IRRIGATION				
	Irrigation Silva Cells	GINGERICH	Y	3,100.00 sf	37,200
	Irrigation Planter Beds	GINGERICH	Y	3,525.00 sf	17,625
	Irrigation Lawn Areas	GINGERICH	Y	3,500.00 sf	7,000
	Irrigation Point of Connections	GINGERICH	Y	8.00 ea	44,800
					106,625
32-9100	LANDSCAPING				
	Sod	GINGERICH	Y	3,000.00 sf	8,670
	Trees	GINGERICH	Y	41.00 ea	62,935
	Planter Beds	GINGERICH	Y	391.00 ea	18,768
					90,373
32-9119	LANDSCAPE GRADING/TOPSOIL				
	Landscape Bed Excavation and Import of Soils 2ft Depth	GINGERICH	Y	70.00 cy	6,650
					6,650
32-9313	GROUND COVERS				
	Ground Covering	GINGERICH	Y	1,058.00 sf	2,400
					2,400
32-9443	TREE GRATES/FRAMES				
	4x8 Kiva Grate	Northwest Recreation		37.00 ea	78,695
	4x8 Frame Paver Bolt Down	GUHO CORP	Y	37.00 ea	27,750
	Urban Accessories Freight	Northwest Recreation	Y	1.00 ea	4,500
	Tree Foundation	GUHO CORP	Y	37.00 ea	49,116
					160,061
32-9446	TREE GRIDS (SILVA CELL)				
	Silva Cell 2x with Storm Drain Pipe	GUHO CORP	Y	835.00 ea	746,955
					746,955
33-4211	STORMWATER PIPING				
	12" Storm Drain Pipe	GUHO CORP		260.00 lf	35,027
	12" Storm Drain Pipe DR1	GUHO CORP		104.00 lf	14,011
	Slot Drain	GUHO CORP		1.00 lf	55,648
	Slot Drain DR1	GUHO CORP		-1.00 lf	(55,648)
	12x12 Area Drain DR1	GUHO CORP		3.00 ea	6,480
					55,518
33-4213	IRRIGATION CANAL				
	Unsuitable Soil Backfill for Canal	Allowance		320.00 cyds	14,934
	36" Storm Drain	ALLOWANCE		468.00 lf	187,200
	Dewatering	ALLOWANCE		1.00 allow	20,000
	Removal of Old Storm Drian Main	GUHO CORP		1.00 ls	64,014
	Canal Concrete Structures	PUSHER		1.00 ls	142,000



OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
	Canal Concrete Structure Excavation and Backfill	ALLOWANCE		1.00 ls	52,990
	Sand Protection Layer	GUHO CORP		1.00 ls	2,988
	Waterproof Membrane	PUSHER		1.00 ls	21,000
					505,126
	33-4233	STORMWATER DROP INLETS			
	Drop Inlet Frame and Grate Silva Cells Type III	PUSHER		26.00 ea	76,700
					76,700
	33-4900	STORMWATER STRUCTURES			
	48" Manhole	GUHO CORP		2.00 ls	12,984
					12,984
	33-8000	COMMUNICATION UTILITIES			
	Fiber Conduits (9ea 1-1/4)	GUHO CORP	Y	1,231.00 lf	58,497
	Fiber Vault Large	GUHO CORP	Y	2.00 ea	27,416
	Fiber Vault Small	GUHO CORP	Y	2.00 ea	19,042
	S45 ADA Box	GUHO CORP	Y	2.00 ea	1,274
				106,229	
				4,392,204	
			4.00%	CONTINGENCY	175,688
			8.00%	CM/GC FEE	365,431
			0.91%	BOND	44,647
CCDC TOTAL					\$ 4,977,971
ACHD + CCDC TOTAL					\$ 6,398,913



OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
DOL	01-3109 CONSTRUCTION MANAGER				
	Construction Manager			40.00 hr	4,332
					4,332
	01-3110 PROJECT MANAGEMENT				
	Project Manager			60.00 hr	5,643
					5,643
	01-3111 PROJECT SUPERVISION				
	Superintendent Senior			160.00 hr	12,600
					12,600
	01-3112 PROJECT ENGINEER				
	Project Engineer /Assistant Project Manager			60.00 hr	3,900
					3,900
	01-4123 PERMITS				
	Permits			1.00 allow	2,113
					2,113
	02-4113 DEMO-SITE				
	Demo Planter and Trash Enclosure	GUHO CORP		1.00 ls	2,463
					2,463
	03-3101 CONCRETE FOUNDATION				
	Trash Enclosure Footing + Slab			1.00 ls	13,500
	Excavation	GUHO CORP		1.00 ls	2,675
					16,175
	04-2210 CMU Masonry				
	CMU Trash Enclosure (CMU CAP)	TMC		1.00 ls	16,839
					16,839
	05-0010 METALS SUBCONTRACTOR				
	Trash Enclosure Gate 18 ft	KB Welding		1.00 ea	5,266
	Paint	Commercial Paint		1.00 ea	1,126
					6,392
	26-0010 ELECTRICAL SUBCONTRACTOR				
	Electrical Sub	QEI		1.00 lsum	16,296
	Trenching	GUHO CORP		1.00 lsum	2,500
					18,796
	32-1100 BASE COURSE				
	Unsuitable Soil Backfill	Allowance		250.00 cyds	19,250
					19,250
	32-1216 ASPHALT PAVING				
	Mobilization	SUNROC		2.00 ea	5,400
	Demo	SUNROC		46,500.00 sf	31,620
	Regrade	SUNROC		46,500.00 sf	19,250
	2.5" Asphalt Paving	SUNROC		46,500.00 sf	68,864
					125,134
	32-1613 CURB & GUTTER				
	Curb and Gutter	PUSHER		225.00 lf	9,563
					9,563



OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
32-1713	PARKING BUMPERS				
	Reset Parking Blocks	GUHO CORP		1.00 ls	2,187
					2,187
32-1723	PAVEMENT MARKINGS				
	Stall Striping	CURTIS CLEAN SWEEP,		3,249.00 ea	1,230
	ADA Stall	CURTIS CLEAN SWEEP,		5.00 ea	150
	ADA Hatch Stall	CURTIS CLEAN SWEEP,		4.00 ea	234
	Motorcycle Compact Stall	CURTIS CLEAN SWEEP,		39.00 ea	975
	Arrow	CURTIS CLEAN SWEEP,		16.00 ea	240
					2,829
32-9100	LANDSCAPING				
	Street Irrigation + 2 Trees + Bark (No Plants)	Allowance		1.00 ls	7,000
					7,000
33-4233	STORMWATER DROP INLETS				
	Drop Inlet Frame and Grate Silva Cells Type III	PUSHER		2.00 ea	5,500
					5,500
33-4900	STORMWATER STRUCTURES				
	12" Strom Drain Pipe	GUHO CORP		222.00 lf	18,257
	1500 Gal Sand Grease Trap	GUHO CORP		1.00 ls	8,066
					26,323
					287,039
				5.00%	CONTINGENCY 14,352
				8.00%	CM/GC FEE 24,111
				0.91%	BOND 2,946
				DOL TOTAL	\$ 328,448

GMP 1 TOTAL ACHD+CCDC+ DOL \$ 6,727,361.30



OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

ALLOWANCES

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
	Cold Weather Concrete Allowance Paving	ALLOWANCE		1.00 lsum	25,000
	Cold Weather Concrete Allowance Structures	ALLOWANCE		1.00 lsum	50,000
	Traffic Control- Road Closed (N/S)	ALLOWANCE		2.00 mth	7,000
	Traffic Control Road Closed (E/W)	ALLOWANCE		4.00 mth	12,000
	Traffic Control Road Setup/Take Down	ALLOWANCE		4.00 ea	4,000
	Traffic Control Maintenance and Flagging	ALLOWANCE		50.00 hrs	2,013
	Traffic Control Ped Detours	ALLOWANCE		4.00 mth	3,000
	SWPPP Allowance	ALLOWANCE		1.00 allo	10,000
	Allowance Unsuitable Soils Road Section	ALLOWANCE		500.00 cy	39,500
	Asphalt Patch Back	ALLOWANCE		5,685.00 sqft	45,480
	Asphalt Patch Back	ALLOWANCE		120.00 sqft	960
	Asphalt Patch Paving Grade Prep	ALLOWANCE		5,685.00 sqft	11,370
	Striping Allowance	ALLOWANCE		1.00 ls	28,000
	36" Storm Drain 5th Street Crossing	ALLOWANCE		109.00 lf	43,600
	36" Storm Drain 3rd Street Crossing	ALLOWANCE		79.00 lf	31,600
	72" Manhole (5th Street)	ALLOWANCE		2.00 ls	17,000
	72" Manhole (3rd Street)	ALLOWANCE		2.00 ls	17,000
	72" Manhole (3rd Street)	ALLOWANCE		1.00 ls	8,500
ALLOWANCES ACHD					356,023
	Cold Weather Concrete Allowance	ALLOWANCE		1.00 lsum	25,000
	Rework Alley for Parking Lots Access Allowance	ALLOWANCE		1.00 allow	15,000
	Traffic Control- Road Closed (N/S)	ALLOWANCE		4.00 mth	14,000
	Traffic Control Road Closed (E/W)	ALLOWANCE		9.00 mth	27,000
	Traffic Control Road Setup/Take Down	ALLOWANCE		7.00 ea	7,000
	Traffic Control Maintenance and Flagging	ALLOWANCE		200.00 hrs	9,000
	Traffic Control Ped Detours	ALLOWANCE		7.33 mth	5,495
	Staging Area Rental	ALLOWANCE		mth	
	Signage Package	ALLOWANCE		1.00 lsum	6,500
	Wrought Iron Fence at Water Wheel Allowance	ALLOWANCE	Y	56.00 lf	4,480
	Sandstone Wall @ Water Wheel Allowance	ALLOWANCE	Y	160.00 sqft	16,000
	Unsuitable Soils Sidewalk Section	ALLOWANCE		500.00 cy	23,335
	Stainless Steel Handrail Center (6 FT)	ALLOWANCE	Y	3.00 ea	2,700
	Unsuitable Soil Backfill for Canal	ALLOWANCE		320.00 cyds	14,934
	36" Storm Drain	ALLOWANCE		468.00 lf	187,200
	Dewatering	ALLOWANCE		1.00 allow	20,000
	Canal Concrete Structure Excavation and Backfill	ALLOWANCE		1.00 ls	52,990
	Idaho Power Service Allowance	ALLOWANCE	Y	3.00 ea	22,500
ALLOWANCE CCDC					453,134
	Permits	ALLOWANCE		1.00 allow	2,113
	Unsuitable Soil Backfill	ALLOWANCE		250.00 cyds	19,250
	Street Irrigation + 2 Trees + Bark (No Plants)	ALLOWANCE		1.00 ls	7,000
ALLOWANCES DOL					28,363

**OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1**

SUBCONTRACTORS / SELF PERFORM WORK

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL	
	Sandstone Benches Supply (Sandblast Finish)	CAPITOL LANDSCAPE	Y	23.00 ea	54,135	
	Plank Unit Pavers	CAPITOL LANDSCAPE	Y	5,400.00 sf	145,800	
	Sandstone Steps (Sandblast Finish)	CAPITOL LANDSCAPE	Y	1.00 ea	212,800	
					CAPITOL LANDSCAPE	412,735
	Paint	COMMERICAL PAINT		1.00 ea	1,126	
					COMMERICAL PAINT	1,126
	Temp Blackout and Striping of DOL Parking Lot	CURTIS CLEAN SWEEP,		1.00 ea	6,158	
	Stall Striping	CURTIS CLEAN SWEEP,		3,249.00 ea	1,230	
	ADA Stall	CURTIS CLEAN SWEEP,		5.00 ea	150	
	ADA Hatch Stall	CURTIS CLEAN SWEEP,		4.00 ea	234	
	Motorcycle Compact Stall	CURTIS CLEAN SWEEP,		39.00 ea	975	
	Arrow	CURTIS CLEAN SWEEP,		16.00 ea	240	
					CURTIS CLEAN SWEEP,	8,987
	Sandstone Boulders Large	GINGERICH		10.00 ea	6,800	
	Sandstone Boulders Small	GINGERICH		16.00 ea	4,800	
	Irrigation Silva Cells	GINGERICH	Y	3,100.00 sf	37,200	
	Irrigation Planter Beds	GINGERICH	Y	3,525.00 sf	17,625	
	Irrigation Lawn Areas	GINGERICH	Y	3,500.00 sf	7,000	
	Irrigation Point of Connections	GINGERICH	Y	8.00 ea	44,800	
	Sod	GINGERICH	Y	3,000.00 sf	8,670	
	Trees	GINGERICH	Y	41.00 ea	62,935	
	Planter Beds	GINGERICH	Y	391.00 ea	18,768	
	Landscape Bed Excavation and Import of Soils 2ft Depth	GINGERICH	Y	70.00 cy	6,650	
	Ground Covering	GINGERICH	Y	1,058.00 sf	2,400	
					GINGERICH	217,648
	1500 Gal Sand Grease Trap	GUHO CORP		3.00 ls	24,197	
	Streetscapes Demo (6" Depth)	GUHO CORP	Y	42,762.00 sf	138,977	
	Light Pole Base Type A 2x5 (Excavation/Backfill + Pour)	GUHO CORP	Y	32.00 ea	35,450	
	Sidewalk Excavation Concrete Section (0.5 ft)	GUHO CORP	Y	31,140.00 sf	42,661	
	Sidewalk Excavation Concrete Section (0.5 ft)	GUHO CORP	Y	600.00 sf	1,902	
	Joint Trenching	GUHO CORP	Y	615.00 lf	12,134	
	Sidewalk Prep Section (6")	GUHO CORP	Y	26,018.00 sqft	98,713	
	Curb Prep	GUHO CORP	Y	2,890.00 lf	46,158	
	Sidewalk Prep Section (6")	GUHO CORP	Y	600.00 sqft	2,276	
	4x8 Frame Paver Bolt Down	GUHO CORP	Y	37.00 ea	27,750	
	Tree Foundation	GUHO CORP	Y	37.00 ea	49,116	
	Silva Cell 2x with Storm Drain Pipe	GUHO CORP	Y	835.00 ea	746,955	
	12" Strom Drain Pipe	GUHO CORP		260.00 lf	35,027	
	12" Strom Drain Pipe DR1	GUHO CORP		104.00 lf	14,011	
	Slot Drain	GUHO CORP		1.00 lf	55,648	

OLD BOISE BLOCKS ON GROVE STREET

SCHEDULE OF VALUES

GMP 1

SUBCONTRACTORS / SELF PERFORM WORK

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL	
	Slot Drain DR1	GUHO CORP		-1.00 lf	(55,648)	
	12x12 Area Drain DR1	GUHO CORP		3.00 ea	6,480	
	Removal of Old Storm Drian Main	GUHO CORP		1.00 ls	64,014	
	Sand Protection Layer	GUHO CORP		1.00 ls	2,988	
	48" Manhole	GUHO CORP		2.00 ls	12,984	
	Fiber Conduits (9ea 1-1/4)	GUHO CORP	Y	1,231.00 lf	58,497	
	Fiber Vault Large	GUHO CORP	Y	2.00 ea	27,416	
	Fiber Vault Small	GUHO CORP	Y	2.00 ea	19,042	
	S45 ADA Box	GUHO CORP	Y	2.00 ea	1,274	
	Demo Planter and Trash Enclosure	GUHO CORP		1.00 ls	2,463	
	Excavation	GUHO CORP		1.00 ls	2,675	
	Trenching	GUHO CORP		1.00 lsum	2,500	
	Reset Parking Blocks	GUHO CORP		1.00 ls	2,187	
	12" Strom Drain Pipe	GUHO CORP		222.00 lf	18,257	
	1500 Gal Sand Grease Trap	GUHO CORP		1.00 ls	8,066	
	Asphalt Demo	GUHO CORP		45,097.00 sf	48,254	
	Road Excavation Concrete Section	GUHO CORP		900.00 cy	75,543	
	6" Road Base Section	GUHO CORP		45,097.00 sf	64,872	
					GUHO CORP	1,692,839
	Bike Rack, Paver Powder Coat Green	KB Welding		29.00 ea	6,609	
	Trash Enclosure Gate 18 ft	KB Welding		1.00 ea	5,266	
					KB Welding	11,875
	4x8 Kiva Grate	Northwest Recreation		37.00 ea	78,695	
	Urban Accessories Freight	Northwest Recreation	Y	1.00 ea	4,500	
					Northwest Recreation	83,195
	9" Concrete Paving w/ Reinforcing and Joint Sealants	PUSHER		34,933.00 sf	522,248	
	Colored Paving Upgrades	PUSHER		4,113.00 sf	81,232	
	Sandstone Bench Footing	PUSHER		23.00 ea	11,500	
	Curb and Gutter	PUSHER	Y	1.00 lf	31,690	
	Valley Gutter	PUSHER	Y	2,235.00 lf	88,282	
	Curb and Gutter	PUSHER	Y	6.00 lf	237	
	Curb and Gutter	PUSHER	Y	321.00 lf	12,679	
	Concrete 5" Sidewalk	PUSHER	Y	24,363.00 sf	193,686	
	Concrete Drive Approach	PUSHER	Y	1,299.00 sf	19,420	
	Concrete 5" Sidewalk	PUSHER	Y	600.00 sf	4,770	
	Truncated Domes 2x2 Precast (Supply and Install)	PUSHER	Y	300.00 sqft	27,000	
	Directional Warning Tiles 12x12 Precast (Supply and Install)	PUSHER	Y	1,275.00 lf	55,463	
	Truncated Domes Radius Install	PUSHER	Y	176.00 sqft	6,873	
	Concrete Stairs and Foundation	PUSHER	Y	1.00 ea	22,500	
	Canal Concrete Structures	PUSHER		1.00 ls	142,000	

**OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1**

SUBCONTRACTORS / SELF PERFORM WORK

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL	
	Waterproof Membrane	PUSHER		1.00 ls	21,000	
	Drop Inlet Frame and Grate Silva Cells Type III	PUSHER		26.00 ea	76,700	
	Curb and Gutter	PUSHER		225.00 lf	9,563	
	Drop Inlet Frame and Grate Silva Cells Type III	PUSHER		2.00 ea	5,500	
	Trash Enclosure Footing + Slab	PUSHER		1.00 ls	13,500	
					PUSHER	1,345,843
	Bollard	QCP	Y	7.00 Ea	14,862	
					QCP	14,862
	Event Power Bollard	QEI	Y	2.00 ea	30,051	
	Dual Meter Cabinet	QEI	Y	2.00 ea	53,076	
	EV Charging Station Supply and Install	QEI	Y	1.00 ea	26,958	
	EV Charging Station Rough In	QEI	Y	1.00 ea	6,881	
	Streetlight Demo	QEI	Y	1.00 ea	9,739	
	Dual Meter Cabinet	QEI	Y	1.00 ls	26,538	
	Light Pole Conduit and Conductors	QEI	Y	1.00 ls	304,760	
	PL2 Supply and Install	QEI	Y	4.00 ea	23,353	
	PL1 Historic Street Light Supply and Install	QEI	Y	24.00 ea	148,689	
	Relocate Light Poles	QEI	Y	4.00 ea	8,699	
	Electrical Sub	QEI		1.00 lsum	16,296	
					QEI	655,040
	Mobilization	SUNROC		2.00 ea	5,400	
	Demo	SUNROC		46,500.00 sf	31,620	
	Regrade	SUNROC		46,500.00 sf	19,250	
	2.5" Asphalt Paving	SUNROC		46,500.00 sf	68,864	
					SUNROC	125,134
	CMU Trash Enclosure (CMU CAP)	TMC		1.00 ls	16,839	
					TMC	16,839



**OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1**

GENERAL CONDITIONS

JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL
	01-3109 CONSTRUCTION MANAGER				
	Construction Manager			100.00 HR	11,449
					11,449
	01-3110 PROJECT MANAGEMENT				
	Superintendent Senior			100.00 hr	10,930
					10,930
	01-3111 PROJECT SUPERVISION				
	Superintendent			300.00 hr	26,754
					26,754
	01-3112 PROJECT ENGINEER				
	Project Engineer /Assistant Project Manager			200.00 hr	14,936
					14,936

CCDC					
	01-3109 CONSTRUCTION MANAGER				
	Construction Manager			375.00 HR	42,934
					42,934
	01-3110 PROJECT MANAGEMENT				
	Superintendent Senior			375.00 hr	40,988
					40,988
	01-3111 PROJECT SUPERVISION				
	Superintendent			1,200.00 hr	107,016
					107,016
	01-3112 PROJECT ENGINEER				
	Project Engineer /Assistant Project Manager			500.00 hr	37,340
					37,340
	01-3223 Survey & Layout				
	Total Station/GPS + Data Collector			6.00 mths	24,498
					24,498
					#REF!
	01-5200 CONSTRUCTION FACILITIES				
	Field Office Delivery/Pickup			2.00 ea	1,260
	Job Trailer			9.00 mth	8,550
	Temp Power Setup			2.00 ea	2,000
	Field Office Furniture and Technology Package			9.00 mth	4,500
	Temp Power			9.00 mth	935
	Portable Toilet			12.00 mth	1,800
					19,045
	01-5400 CONSTRUCTION AIDS				
	General Labor			300.00 hr	12,711
					12,711
	01-5529 STAGING AREAS				
	Staging Area Rental	Allowance		mth	



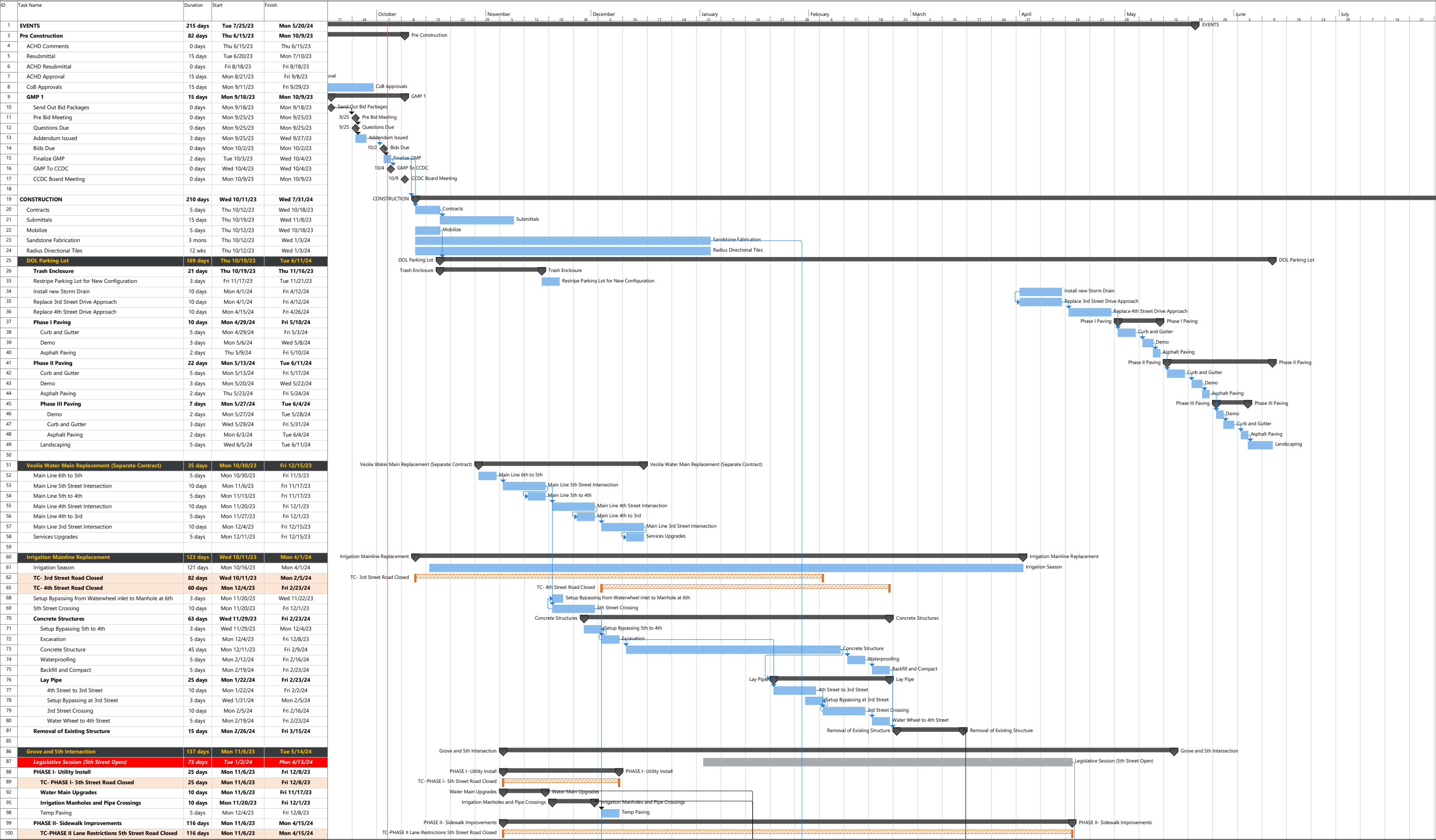
OLD BOISE BLOCKS ON GROVE STREET
SCHEDULE OF VALUES
GMP 1

GENERAL CONDITIONS

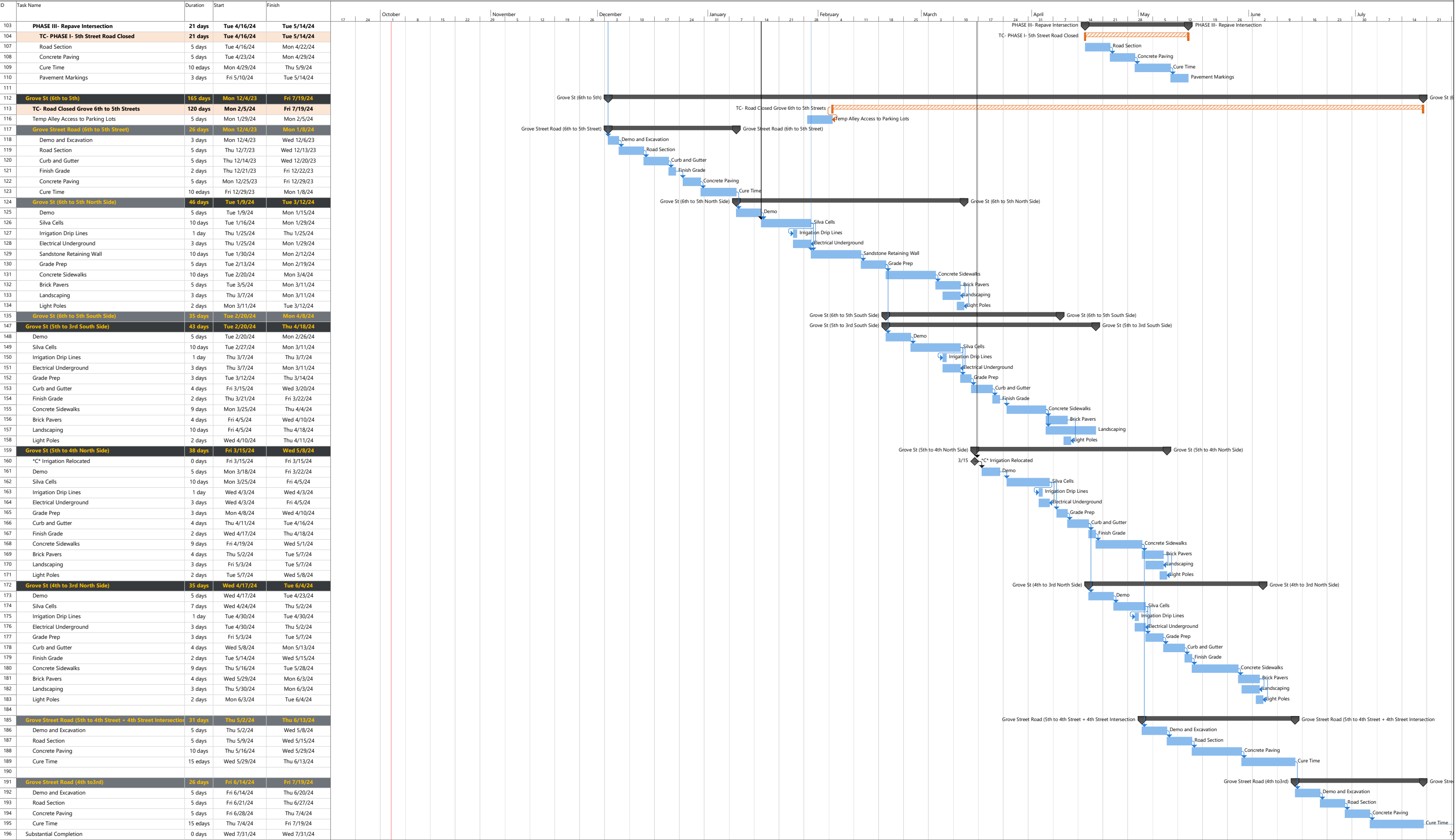
JOB COST CODE	DESCRIPTION	VENDOR	CoB Permit	QTY	TOTAL	
	01-5600	TEMP BARRIERS AND ENCLOSURES				
		Temporary Orange Plastic Fencing 4' Tall w/ Concrete Post Bases		1,500.00 ft	3,000	
		ADA Walls		200.00 lf	4,267	
		TEMP BARRIERS AND ENCLOSURES				7,267
	01-7419	WASTE MANAGEMENT AND DISPOSAL				
		Trash Disposal		8.00 mth	4,000	
						4,000

DOL						
	01-3109	CONSTRUCTION MANAGER				
		Construction Manager		40.00 hr	4,332	
						4,332
	01-3110	PROJECT MANAGEMENT				
		Project Manager		60.00 hr	5,643	
						5,643
	01-3111	PROJECT SUPERVISION				
		Superintendent Senior		160.00 hr	12,600	
						12,600
	01-3112	PROJECT ENGINEER				
		Project Engineer /Assistant Project Manager		60.00 hr	3,900	
						3,900

OLD BOISE BLOCK ON GROVE STREET STREETSCAPES
GMP 1 CONSTRUCTION SCHEDULE
10/04/2023



OLD BOISE BLOCK ON GROVE STREET STREETSCAPES
GMP 1 CONSTRUCTION SCHEDULE
10/04/2023



OLD BOISE BLOCKS ON GROVE STREETSAPES IMPROVEMENTS

EXHIBIT G

PHASING PLAN A

SCOPE OF WORK

Water Main Upgrades

DATES

10/30 - 11/6



OLD BOISE BLOCKS ON GROVE STREETSAPES IMPROVEMENTS

PHASING PLAN B

SCOPE OF WORK

Water Main Upgrades

DATES

11/6 - 11/17



OLD BOISE BLOCKS ON GROVE STREETSAPES IMPROVEMENTS

PHASING PLAN C

SCOPE OF WORK

Water Main Upgrades

Canal Pipe Replacement 5th Street Crossing

DATES

11/17 - 12/1



OLD BOISE BLOCKS ON GROVE STREETSAPES IMPROVEMENTS

PHASING PLAN D

SCOPE OF WORK

Water Main Upgrades 4th to 3rd
3rd Street Crossing and Tie Over
Replace Road Section 5th to 6th

DATES

12/2-12/15



OLD BOISE BLOCKS ON GROVE STREETSAPES IMPROVEMENTS

PHASING PLAN E

SCOPE OF WORK

Water Services 3rd to 6th

Canal Structure Upgrades at 4th Street

Canal Pipe form 5th to 3rd

Streetscapes 5th to 6th

DATES

12/15-4/15

***5th Street One Lane open for Legislative Session**



OLD BOISE BLOCKS ON GROVE STREETSAPES IMPROVEMENTS

PHASING PLAN F

SCOPE OF WORK

Canal Crossing at 3rd
Streetscapes 4th to 3rd South Side

DATES

WINTER 2024

***5th Street One Lane open for Legislative Session**



OLD BOISE BLOCKS ON GROVE STREETSAPES IMPROVEMENTS

PHASING PLAN G

SCOPE OF WORK

Concrete Intersection at 5th and 4th Street
Concrete Paving on Grove

DATES

4/15 - 6/1

***Close 5th Street after Legislative Session**



OLD BOISE BLOCKS ON GROVE STREETSAPES IMPROVEMENTS

PHASING PLAN H

SCOPE OF WORK

Concrete Paving Grove Street 4th to 3rd

DATES

6/1 - 7/15



OLD BOISE BLOCKS on GROVE STREET

STREETSCAPE IMPROVEMENT PROJECT

CLIENT:

CAPITAL CITY DEVELOPMENT CORP.
Karl Woods - Project Manager
121 N. 9th Street, St. #501
Boise, Idaho 83702



CM/GC:

GUHO CORP.
Anthony Guho - Project Manager
391 W. State St. Suite G
Eagle, Idaho 83616
(208) 939-8850



CONSULTANTS:

Landscape Architects - Project Lead:
JENSEN BELTS ASSOCIATES
Kim Siegenthaler - Principal in Charge
1509 S. Tyrell Lane, Suite 130
Boise, Idaho 83706
(208) 343-7175



Civil Engineers/Survey:
QUADRANT CONSULTING, INC.
Ricardo Zavala - Civil Engineer, P.E.
1904 W. Overland Road
Boise, Idaho 83705
(208) 342-0091



Landscape Architects - Concept Lead:
ZGF
Debbie Chow - Associate Principal/ASLA
1223 SW Washington, Suite 200
Portland, Oregon 97205
(503) 863-2442



Electrical Engineers:
MUSGROVE ENGINEERING, PA
Nick Schafer - Electrical Engineer, P.E.
234 S. Whisperwood Way
Boise, Idaho 83709
(208) 384-0585



CONSTRUCTION
DOCUMENTS:

100% CONSTRUCTION SET
AUGUST 11, 2023

VICINITY MAP:



GROVE STREET: 6th ST. to 3rd ST.
Not to Scale

LIST OF DRAWINGS:

CIVIL DRAWINGS:		CIVIL DRAWINGS (CONT.):	
C1.0	GENERAL INFORMATION AND NOTES	C6.1	UTILITY PLAN - 6TH TO 5TH ST
C2.0	OVERALL SITE AND SURVEY CONTROL	C6.2	UTILITY PLAN - 5TH ST INTERSECTION
C3.1	DEMOLITION PLAN - 6TH TO 5TH ST	C6.3	UTILITY PLAN - 5TH TO 4TH ST
C3.2	DEMOLITION PLAN - 5TH ST INTERSECTION	C6.4	UTILITY PLAN - 4TH ST INTERSECTION
C3.3	DEMOLITION PLAN - 5TH TO 4TH ST	C6.5	UTILITY PLAN - 4TH TO 3RD ST
C3.4	DEMOLITION PLAN - 4TH ST INTERSECTION	C7.1	CONCRETE PAVEMENT PLAN
C3.5	DEMOLITION PLAN - 4TH TO 3RD ST	C7.2	CONCRETE PAVEMENT DETAILS
C4.1	CIVIL PLAN - 6TH TO 5TH ST	CD1.1	SILVA CELL DETAILS
C4.2	CIVIL PLAN - 5TH ST INTERSECTION	CD1.2	SILVA CELL DETAILS
C4.3	CIVIL PLAN - 5TH TO 4TH ST	CD2.1	FIBER CONDUIT DETAILS
C4.4	CIVIL PLAN - 4TH ST INTERSECTION	CD3.1	SANDSTONE DETAILS
C4.5	CIVIL PLAN - 4TH TO 3RD ST	CD3.2	SANDSTONE DETAILS
C5.1	GRADING PLAN - 6TH TO 5TH ST	CD4.1	CIVIL DETAILS
C5.2	GRADING PLAN - 5TH ST INTERSECTION	CD4.2	CIVIL DETAILS
C5.3	GRADING PLAN - 5TH TO 4TH ST	CD5.1	CIVIL CANAL DETAILS
C5.4	GRADING PLAN - 4TH ST INTERSECTION	ESC1	EROSION AND SEDIMENT CONTROL PLAN
C5.5	GRADING PLAN - 4TH TO 3RD ST	ESC2	EROSION AND SEDIMENT CONTROL DETAILS

STRUCTURAL DRAWINGS:		STREETSCAPE DRAWINGS:	
S1.1	GENERAL STRUCTURAL NOTES	L1.1	STREETSCAPE PLAN: 6TH TO 5TH ST.
S1.2	SPECIAL INSPECTIONS	L1.2	STREETSCAPE PLAN: 5TH ST. INTERSECTION
S2.1	CANAL DETAILS - STRUCTURE NO. 1	L1.3	STREETSCAPE PLAN: 5TH TO 4TH ST.
S2.2	CANAL DETAILS - STRUCTURE NO. 2	L1.4	STREETSCAPE PLAN: 4TH ST. INTERSECTION
S2.3	CANAL DETAILS - CULVERT COLLAR	L1.5	STREETSCAPE PLAN: 4TH TO 3RD ST.
		L2.1	STREETSCAPE NOTES & DETAILS
		L2.2	STREETSCAPE DETAILS
		L2.3	STREETSCAPE DETAILS

ELECTRICAL DRAWINGS:	
EG-1	ELECTRICAL COVER SHEET
EG-2	APPROVED EQUIPMENT AND DETAILS
EG-3	ELECTRICAL SPECIFICATIONS
EG-4	ELECTRICAL SPECIFICATIONS AND DETAILS
EG-5	ELECTRICAL SPECIFICATIONS
EG-6	ELECTRICAL SPECIFICATIONS
EG-7	BOISE CITY STANDARD DETAILS
E1.1	ELECTRICAL DEMO PLAN: 6TH TO 5TH STREET
E1.2	ELECTRICAL DEMO PLAN: 5TH STREET INTERSECTION
E1.3	ELECTRICAL DEMO PLAN: 5TH TO 4TH STREET
E1.4	ELECTRICAL DEMO PLAN: 4TH STREET INTERSECTION
E1.5	ELECTRICAL DEMO PLAN: 4TH TO 3RD STREET
E2.1	ELECTRICAL PLAN: 6TH TO 5TH STREET
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E2.3	ELECTRICAL PLAN: 5TH TO 4TH STREET
E2.4	ELECTRICAL PLAN: 4TH STREET INTERSECTION
E2.5	ELECTRICAL PLAN: 4TH TO 3RD STREET
E3.1	PHOTOMETRIC PLAN
E3.2	PHOTOMETRIC PLAN
E3.3	PHOTOMETRIC PLAN
E3.4	PHOTOMETRIC PLAN
E3.5	PHOTOMETRIC PLAN

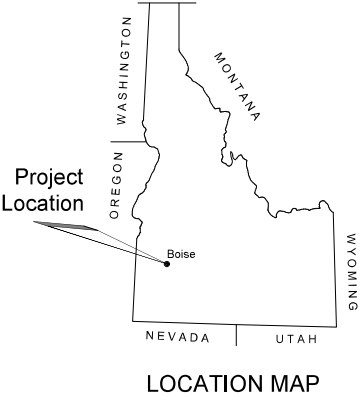
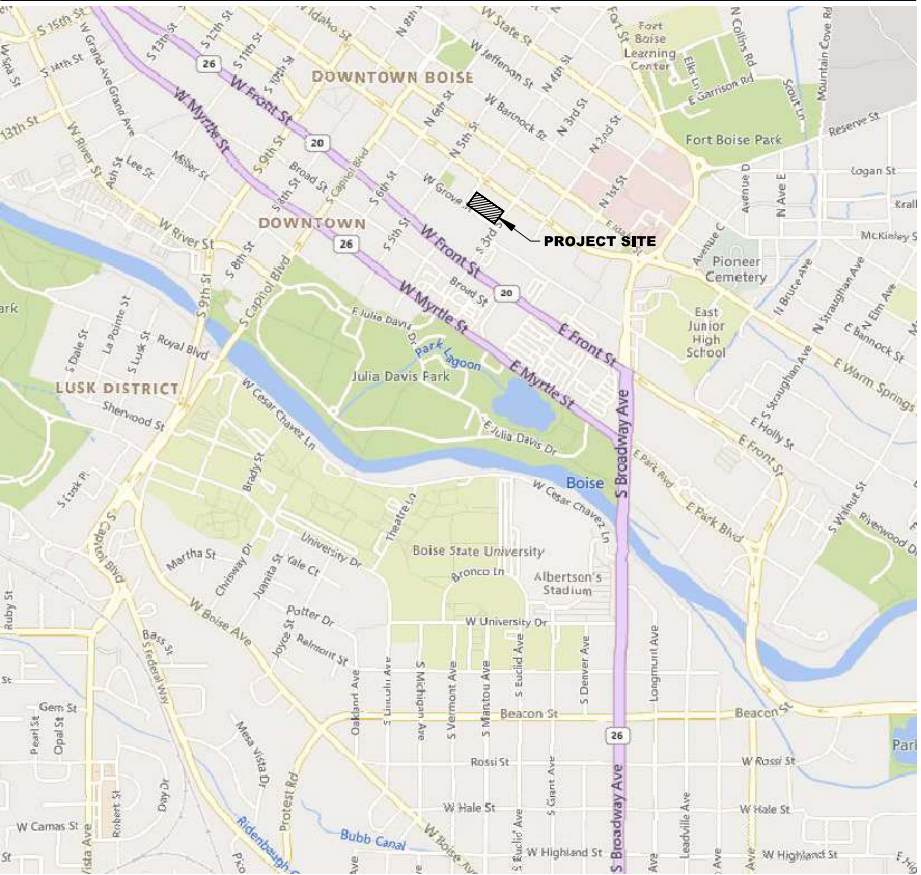
Plans Are Accepted For Public
Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

BY:  DATE: 09/07/2023
ADA COUNTY HIGHWAY DISTRICT

IDAHO DEPARTMENT OF LABOR 317 W MAIN ST PARKING LOT REPAVE

VICINITY MAP



DESIGN-BUILDER

GIHO CORP
ANTHONY GIHO
391 W. STATE ST., SUITE G
EAGLE, ID 83616
PHONE: 208-939-8850
EMAIL: ANTHONY@GIHOCORP.COM

DESIGN-TEAM

CIVIL ENGINEER
RICARDO ZAVALA, PE
QRS CONSULTING, LLC
3380 AMERICANA TERRACE, SUITE 220
BOISE, IDAHO 83706
PHONE: 208-342-0091
EMAIL: RZAVALA@QRS-LLC.COM

LANDSCAPE ARCHITECT
KIM SEGENTHALER, LA
JENSEN BELTS ASSOCIATES
1509 S THRELL LANE, SUITE 130
BOISE, IDAHO 83706
PHONE: 208-343-7175
EMAIL: KIM@JENSENBELTS.COM

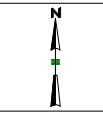
ELECTRICAL ENGINEER
NICK SCHAFER, PE
MUSGROVE ENGINEERING, PA
234 S WHISPERWOOD WAY
BOISE, IDAHO 83709
PHONE: 208-584-0585
EMAIL: NICKS@MUSGROVEPA.COM

GEOTECHNICAL ENGINEER
DANIEL ZIMMERMAN, PE
STRATA, INC.
8653 WEST HACKAMORE DRIVE
BOISE, IDAHO 83709
PHONE: 208-378-8200
EMAIL: DZIMMERMAN@STRATAGEOTECH.COM

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	GENERAL INFORMATION AND NOTES
C3.0	DEMOLITION PLAN
C4.0	CIVIL PLAN
CD1.1	DETAILS - TRASH ENCLOSURE
EG-1	ELECTRICAL COVER SHEET
EG-2	ELECTRICAL SPECIFICATIONS/DETAILS
EG-3	ELECTRICAL PLAN
L1.0	LANDSCAPE PLAN
L2.0	LANDSCAPE SPECIFICATIONS

DESIGNED BY: RZ			CHECKED BY: RZ
DRAWN BY: RZ			PLOT DATE: 8/29/23
NO.	DATE	BY	REVISION



IDAHO DEPARTMENT OF LABOR 317 W MAIN ST PARKING LOT REPAVE TITLE SHEET		
QRS PROJECT NUMBER: 2202301	DESIGN PHASE: PERMITTING	SITE ADDRESS: 317 W MAIN ST, BOISE, ID 83702

QRS
CONSULTING
Quadrant + River Structures
3380 AMERICANA TERRACE, SUITE 220, BOISE, IDAHO 83706
(208) 342-0091

SHEET C1.0

PROJECT MANUAL

GENERAL CONDITIONS and SPECIFICATIONS

FOR:

CAPITAL CITY DEVELOPMENT CORPORATION

Old Boise Blocks on Grove St. Streetscape

GROVE STREET (6th Street to 3rd Street)
BOISE, IDAHO 83702

100% Construction Set
August 11, 2023



Site Planning
Landscape Architecture

1509 S. Tyrell Lane, Ste 130
Boise, Idaho 83706
Phone: (208) 343-7175
www.jensenbelts.com



OLD BOISE BLOCKS ON GROVE ST. STREETSCAPE

Capital City Development Corporation

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General Requirements Subgroup

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01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	PAYMENT PROCEDURES
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 33 00	SUBMITTAL PROCEDURES
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 73 00	EXECUTION
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32 33 00	SITE FURNISHINGS
32 84 00	PLANTING IRRIGATION
32 91 13	SOIL PREPARATION
32 92 00	TURF AND GRASSES
32 93 00	PLANTS
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BY REFERENCE

ISPWC

ACHD Supplements to the ISPWC

Manual on Uniform Traffic Control Devices (MUTCD)

ACHD Supplemental Provisions Section 1131 – Illumination, Traffic Signal Systems, and Electrical

ACHD Policy Manual - Section 8200 Stormwater Design Manual

Appendix F – Bioretention Soil Media Specification.

Boise City Streetscape Standards & Specification Manual

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10/04/2023

Karl Woods
Capitol City Development Corporation
121 N. 9th Street STE 501
Boise, ID 83702

RE: OLD BOISE BLOCKS (OBB) ON GROVE STREET IMPROVEMENTS

Dear Karl Woods,

I wanted to provide you with the updated management rates for GUHO CORP as outlined in GMP 1 for the Old Boise Blocks on Grove project:

Construction Manager: \$114.49

Sr. Superintendent: \$109.30

Superintendent: \$89.18

Project Engineer: \$74.68

These rates will be effective immediately as per our agreement. If you have any questions or need further clarification, please do not hesitate to reach out to us.

Thank you for your continued partnership, and we look forward to a successful project.

Sincerely,

ANTHONY GUHO
GUHO CORP



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AGENDA BILL

Agenda Subject: Public Art Deferred Maintenance. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History		Date: October 9, 2023
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Exhibit A – Site Maps	
Action Requested: Designate Public Art Deferred Maintenance as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board Approval.		

Background:

CCDC works to catalyze investment in the city through its projects and partnerships. As an Urban Renewal Agency operating within districts with limited lifespans, CCDC relies on its partners to own and maintain the improved public assets so they can survive beyond the lifespans of Urban Renewal Districts.

CCDC commissioned numerous public artworks within its active districts prior to the creation of the City of Boise Department of Arts & History (A&H) in 2008. After its establishment, A&H accepted ownership of CCDC's public art collection with the understanding that maintenance was a condition of ownership. Many of these artworks are now over 25 years old and require significant upkeep and in some cases full restoration. A&H was not involved in the original commissioning of the artwork and was not able to opine about ongoing maintenance before the artwork was approved and installed. Deferred maintenance exists with some art works located within the River Myrtle District and Westside District due to these circumstances.

Since 2013, Agency led public art projects have involved Arts and History in the approval and creation of public art. The Agency's Participation Program policy provides the terms and conditions that require A&H involvement and approval. This gives A&H the opportunity to assess maintenance responsibilities prior to approving proposed art and accepting ownership and maintenance duties.

In order to repair the existing public art in these districts, the City of Boise's Department of Arts & History requests one-time funding assistance for maintenance of the following:

River-Myrtle District

- *Botanica Industria*: New signage. \$400
- *Integration Mural*: Power and hand washing, new signage. \$2,500

Westside District

- *Grove Street Illuminated & Boise Canal*: Parts replacement, electrical work. \$37,000
- *Idanha Canopies*: Structural inspection, concrete footings, new signage. \$2,000

The deferred maintenance work will be completed in FY24.

The Agency is seeking approval to designate the project as eligible for Type 4 Capital Project Coordination Assistance. This designation will allow the partners to negotiate a final Type 4 Capital Improvement Contribution Agreement providing a commitment to reimburse Boise City Department of Arts & History the cost for the Public Art Deferred Maintenance. This commitment reflects CCDC's continued support of Public Art and the value that it brings to Boise.

Fiscal Notes:

The agency has sufficient funds to accommodate the funding request.

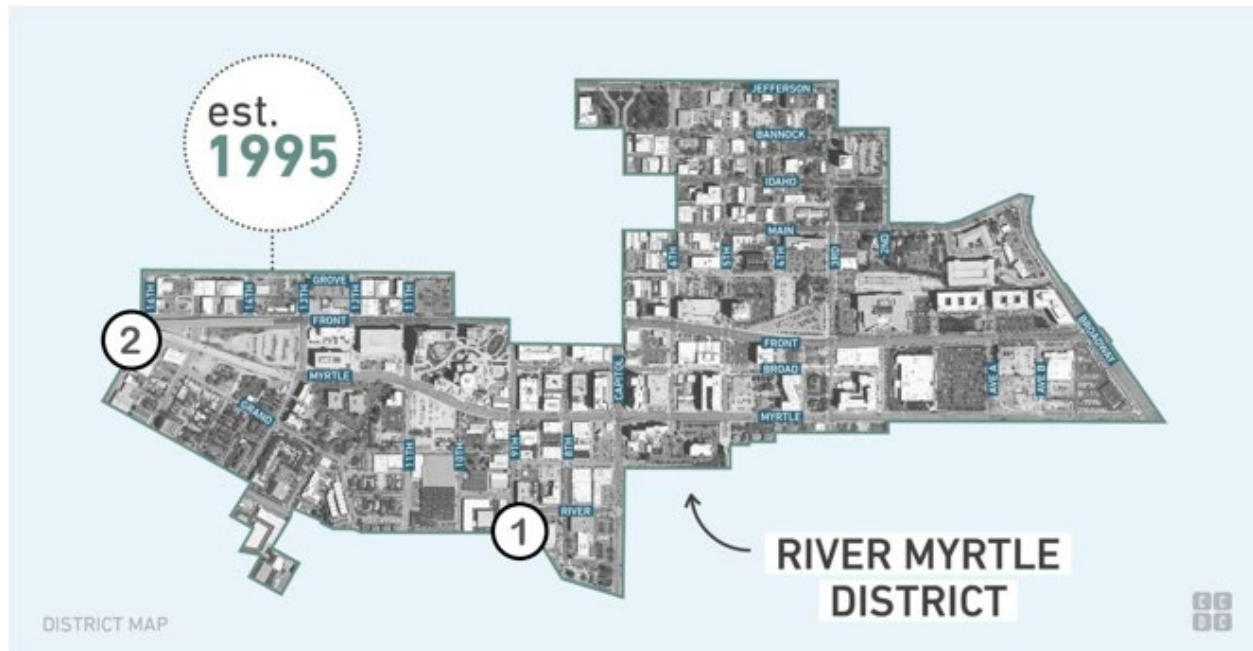
Staff Recommendation:

Designate the Public Art Deferred Maintenance as eligible for Type 4 Capital Project Coordination assistance and direct the Agency to negotiate a final Agreement with Boise City Department of Arts & History.

Suggested Motion:

I move to designate Public Art Deferred Maintenance as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board Approval

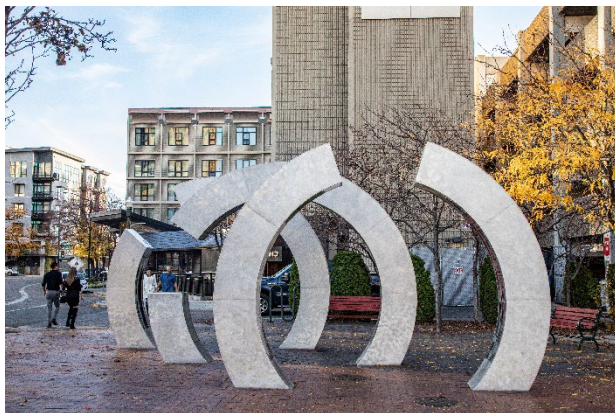
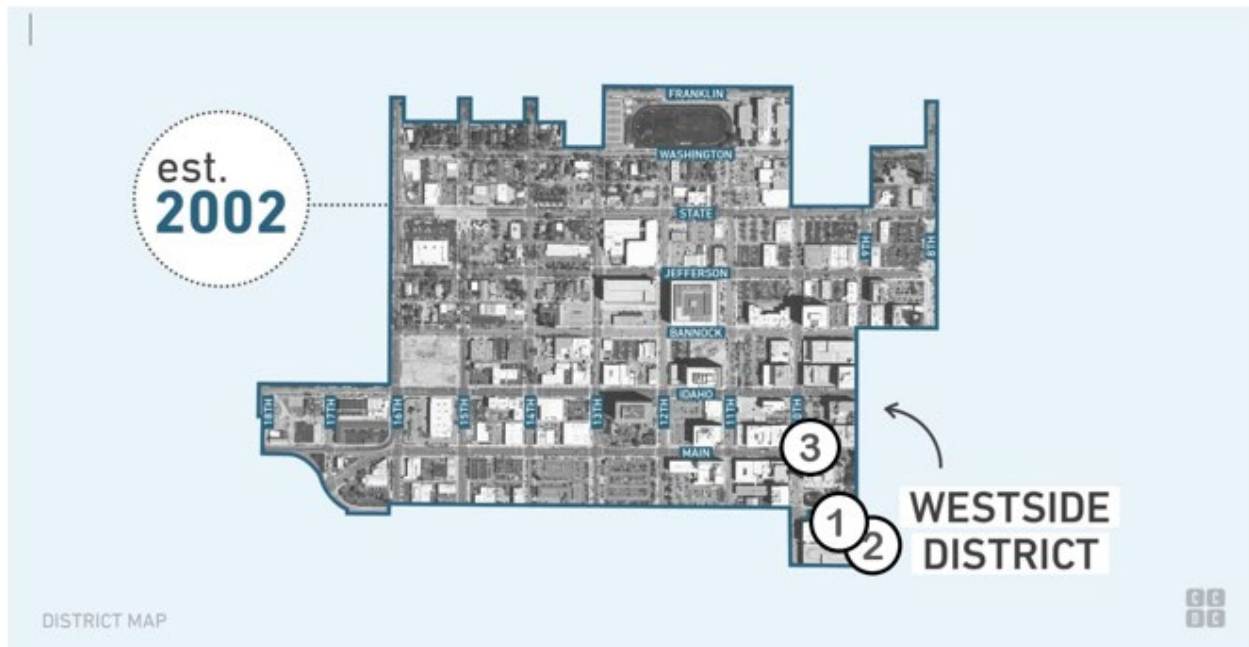
Exhibit A – Site Maps



- 1) *Botanica Industria*, By Anna Webb
New signage - \$400



- 2) *Integration Mural*, By Sector Seventeen
Hand and power washing, new signage
\$2,500



1&2) *Grove Street Illuminated & Boise Canal*

Replacement parts, electrical maintenance
\$37,000



3) *Idanha Canopies*

Structural inspection, concrete footings
new signage
\$2,000



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC
FROM: Jennifer Stevens, City of Boise
CC: Karl Woods, CCDC
DATE: 8/30/2023
RE: Traffic Box Funding Request, River Myrtle District & Westside District

TRAFFIC BOX ART PROGRAM

The Traffic Box Art program is one of the City of Boise's most successful and visible public art installations. However, the installations are not intended to be permanent, and some of the wraps are failing and need to be replaced. This request is for funding to re-wrap the boxes that require it. Each traffic box art wrap costs \$2500, and the city is requesting \$80,000 to replace those in need.

Westside District

There is a total of 55 traffic boxes in the Westside District, and 17 are in need of repair/maintenance/re-wrapping. This work will be completed by the end of FY26.

Timeline:

Cost: $\$2500 \times 17 = \$42,500$

River-Myrtle District

There is a total of 53 traffic box wraps in the River-Myrtle District, 15 of which are in need of re-wrapping. The total cost is estimated to be \$37,500. This work will be completed by the end of FY24.

Timeline:

Cost: $\$2500 \times 15 = \$37,500$



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AGENDA BILL

Agenda Subject: Downtown Traffic Box Art. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History		Date: October 9, 2023
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Exhibit A – Site Maps	
Action Requested: Designate Downtown Traffic Box Art as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board Approval.		

Background:

The highly successful Traffic Box Art program is one of the City of Boise's most beloved public art installations. The installations are not intended to be permanent, and some of the traffic box wraps have reached the end of their useful lifespan and need to be replaced. Boise City Department of Arts & History is requesting funding to re-wrap the boxes that are in need of replacement.

Each traffic box art wrap costs \$2,500. There are 17 traffic box wraps in the Westside District which need replacement for a total cost of \$42,500. There are 15 in the River Myrtle Old Boise District which need replacement for a total cost of \$37,500.

The replacement wraps Westside will be completed in FY26 and the wraps in River Myrtle Old Boise will be completed in FY24.

The Agency is seeking approval to designate the project as eligible for Type 4 Capital Project Coordination Assistance. This designation will allow the partners to negotiate a final Type 4 Capital Improvement Contribution Agreement providing a commitment to reimburse Boise City Department of Arts & History the cost for Traffic Box Art. This commitment reflects CCDC's continued support of Public Art and the value that it brings to Boise.

Fiscal Notes:

The agency has sufficient funds to accommodate the funding request.

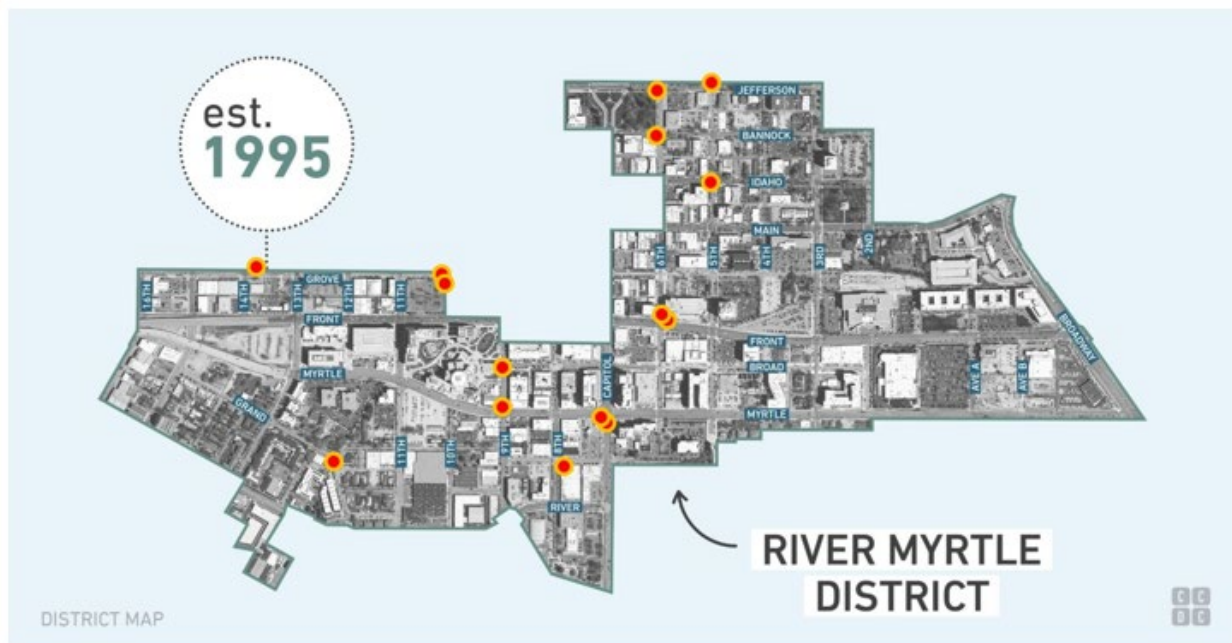
Staff Recommendation:

Designate the Downtown Traffic Box Art as eligible for Type 4 Capital Project Coordination assistance and direct the Agency to negotiate a final Agreement with Boise City Department of Arts & History.

Suggested Motion:

I move to designate Downtown Traffic Box Art as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board Approval

Exhibit A – Site Maps of Traffic Box Wrap Replacements





DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC
FROM: Jennifer Stevens, City of Boise
CC: Karl Woods, CCDC
DATE: 8/30/2023
RE: Traffic Box Funding Request, River Myrtle District & Westside District

TRAFFIC BOX ART PROGRAM

The Traffic Box Art program is one of the City of Boise's most successful and visible public art installations. However, the installations are not intended to be permanent, and some of the wraps are failing and need to be replaced. This request is for funding to re-wrap the boxes that require it. Each traffic box art wrap costs \$2500, and the city is requesting \$80,000 to replace those in need.

Westside District

There is a total of 55 traffic boxes in the Westside District, and 17 are in need of repair/maintenance/re-wrapping. This work will be completed by the end of FY26.

Timeline:

Cost: $\$2500 \times 17 = \$42,500$

River-Myrtle District

There is a total of 53 traffic box wraps in the River-Myrtle District, 15 of which are in need of re-wrapping. The total cost is estimated to be \$37,500. This work will be completed by the end of FY24.

Timeline:

Cost: $\$2500 \times 15 = \$37,500$



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AGENDA BILL

Agenda Subject: CONSIDER Resolution 1840: 1010 W. Jefferson St., Parcel No. R1013004556. Purchase and Sale Agreement with Block 68 South Development LLC		Date: October 9, 2023
Staff Contact: Alexandra Monjar, Project Manager	Attachments: <ul style="list-style-type: none">- Resolution 1840- Purchase and Sale Agreement	
Action Requested: Approve Resolution 1840 - Purchase and Sale Agreement for acquisition of Parcel No. R1013004556 commonly addressed as 1010 W. Jefferson Street owned by Block 68 South Development LLC		

Fiscal Notes:

The purchase price of 1010 W. Jefferson Street is \$1,700,000. Terms and conditions of the Purchase and Sale Agreement include typical costs and fees associated with real estate closing with a title company. CCDC has sufficient resources to purchase the parcel.

Background:

On May 17, 2021, CCDC issued a Request for Proposal (the “RFP”) seeking to revitalize the Westside District through redevelopment of two Agency-owned parcels on the block bounded by Jefferson/State and 10th/11th streets (“Block 68”). The RFP encouraged proposals to include additional property with the intent of catalyzing additional private investment in the area. The proposal from Edlen & Co., deChase Miksis, Elton Companies, and the YMCA (the “Joint Proposal”) selected by the Board of Commissioners on December 13, 2021, included property owned by the YMCA and contemplated further expanding the scope of the project through acquisition of property previously owned by the State of Idaho, addressed at 1010 W. Jefferson Street (Parcel No. R1013004556) (the “Property”). On December 15, 2022, CCDC and Block 68 South Development LLC, an entity formed by Edlen & Co. and deChase Miksis (the “Developer”) executed the Block 68 South Mixed-Use Housing and Mobility Hub Project Disposition and Development Agreement (the “DDA”) for the disposition of CCDC-owned 1010 W. Jefferson Street. On March 6, 2023, Developer acquired the Property at auction for the purchase price of One Million Seven Hundred Thousand Dollars (\$1,700,000). Assembling the Property with CCDC’s 1010 W. Jefferson Street would allow for a more efficient, user-friendly, and cost-effective design for the Mobility Hub as defined in the DDA.

Because of several factors including challenging market conditions for financial underwriting, investor requirements, and high costs of construction, the Developer requested revised terms of CCDC participation as set forth in letters dated April 28, 2023. At the Board’s next regularly scheduled meeting in May, the Board established a project review committee to assist in fact finding and analysis of Developer’s requests, and following several negotiations and discussions, the Developer submitted revised requests in letters dated August 8, 2023. CCDC presented these requests and staff’s recommended responses to the Board on August 14,

2023, at which time the Board directed CCDC and the Developer to enter into a Memorandum of Understanding (the “MOU”) which the Board authorized at its special meeting on August 30, 2023. The MOU memorializes the Board’s responses and will guide the negotiation of the amended DDAs. One of the Board’s responses to the Developer’s requests was to direct the Agency to negotiate a purchase and sale agreement to acquire the Property from the Developer for its purchase price. With this purchase, CCDC intends to further support and fund the Mobility Hub. The Developer will use sales proceeds from the Property to support the success of the Mobility Hub and CCDC will dispose of the Property to the Developer pursuant to the terms of the DDA, and its forthcoming amendment.

Purchase and Sale Agreement:

The purchase and sale agreement for the 0.19-acre Property contemplates a cash sale with a purchase price of One Million Seven Hundred Thousand Dollars (\$1,700,000). It includes a review period ending on October 27, with closing set for November 1, 2023. The Developer has recently performed the standard due diligence investigations and provided CCDC with reports of such investigations, with which CCDC is satisfied considering its intentions for assembling the Property for the development of the Mobility Hub.

The parcel is currently used as a surface parking lot by the State of Idaho pursuant to a license agreement between the State and the Developer dated February 16, 2023, and terminating December 31, 2023. CCDC will assume this license agreement and allow the State of Idaho to continue using the site for parking through the license agreement term.

With the Board’s approval today, the Agency will sign the purchase and sale agreement and proceed with this purchase.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1840 approving the Purchase and Sale Agreement for acquisition of Parcel No. R1013004556 commonly addressed as 1010 W. Jefferson Street, owned by Block 68 South Development LLC.

Suggested Motion:

I move to adopt Resolution 1840 approving the Purchase and Sale Agreement for acquisition of 1010 W. Jefferson Street from Block 68 South Development LLC.

RESOLUTION NO. 1840

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 COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE AGENCY AND BLOCK 68 SOUTH DEVELOPMENT LLC FOR THE PURCHASE OF CERTAIN COMMERCIAL REAL PROPERTY IDENTIFIED BY THE ADA COUNTY ASSESSOR AS PARCEL NUMBER R1013004556 AND LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 10TH STREET AND JEFFERSON STREET IN DOWNTOWN BOISE; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST ANY AND ALL DOCUMENTS OR AGREEMENTS NECESSARY TO ACQUIRE THE PROPERTY, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE PURCHASE AND SALE AGREEMENT; AUTHORIZING THE APPROPRIATION OF FUNDS PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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 (the "First Amendment"), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the "Project Area"; and,

WHEREAS, in order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area; and,

WHEREAS, the Property, as defined below, is located in the Project Area. The Agency has identified the Property as a potential site for public improvements, specifically a structured parking facility including public parking, consistent with the Westside Plan, as amended; and,

WHEREAS, Agency owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) in an area generally referred to as "Block 68" (collectively, the "Agency Parcels"); and,

WHEREAS, in accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (the “RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Westside Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity; and,

WHEREAS, following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “Joint Proposal”); and,

WHEREAS, at a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal; and,

WHEREAS, the Joint Proposal contemplated development beyond the Agency Parcels on Block 68 and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N” (the “YMCA Parcels”). The Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the workforce housing project (the “Land Exchange”); and,

WHEREAS, the Joint Proposal also contemplated disposition of 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) to develop a mixed-use housing and mobility hub project with the opportunity to expand the scope of the project through the acquisition of the parcel previously owned by the State of Idaho (Parcel No. R1013004556) located on Block 68 South (also known as the “Property”) and adjacent to the Agency owned parcel on 1010 W. Jefferson; and,

WHEREAS, thereafter, a separate entity was formed to commence development activities contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (now known as Block 68 North Development LLC). The Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the “ANE”) that outlined the process for disposing of the Agency Parcels, including the Land Exchange; and,

WHEREAS, on October 10, 2022, the Agency and the YMCA entered into the Amended and Restated Real Property Exchange Agreement; and,

WHEREAS, the Agency and Block 69 North Development LLC (the “Block 69 North Developer”), have heretofore entered into a Disposition and Development Agreement dated October 10, 2022, as approved by Agency Resolution No. 1789 (the “Block 69 North DDA”), pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Amended and Restated Real Property Exchange Agreement, dated October 10, 2022, by and between the Agency and the Young Men’s Christian Alliance (the “YMCA”) for the development of the workforce housing development project on Block 69 North as more fully described in the Block 69 North DDA; and,

WHEREAS, Agency and Block 68 South Development LLC (the “Block 68 South Developer” or “Seller”), have heretofore entered into the Block 68 South Mixed-Use Housing &

Mobility Hub Project Disposition and Development Agreement dated December 15, 2022, as approved by Agency Resolution No. 1799 (the "Block 68 South DDA"), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Agency owned parcel commonly referred to as 1010 W. Jefferson Street for the development of the Block 68 South mixed-use housing & mobility hub project on Block 68 South as more fully described in the Block 68 South DDA. Collectively, the workforce housing development project and the mixed-use housing & mobility hub project may be referred to as the "Projects"; and,

WHEREAS, Block 68 South Developer and the Block 69 North Developer may be collectively referred to as the "Developer"; and,

WHEREAS, the Block 69 North DDA and the Block 68 South DDA may be collectively referred to as the "DDAs"; and,

WHEREAS, Seller acquired the Property from the State of Idaho on March 6, 2023, for the purchase price of \$1,700,000 following submission of the highest bid to the State of Idaho; and,

WHEREAS, the Agency and the Developer have continued to work together in good faith to perform under the terms of the DDAs; and,

WHEREAS, because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting, investor requirements, as well as the high cost of construction, supply chain issues, and labor shortages, the Developer requested revised terms of Agency participation in the Projects as set forth in the letters from Developer to Agency dated April 28, 2023, and August 8, 2023; and,

WHEREAS, the Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered the staff recommendations and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Developer's requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the DDAs for future Board approval, and to direct negotiation of amendment to the DDAs, for future Board approval; and,

WHEREAS, based on the Developer's requests and the Agency's response, the Agency and the Developer have determined the DDAs will need to be substantially amended to incorporate the revised terms; and,

WHEREAS, in order to expedite the continued progress under the DDAs, the Agency and the Developer entered into a Memorandum of Understanding (the "MOU"), dated August 30, 2023, as approved by Agency Resolution No. 1836, to guide the Agency and the Developer in the negotiation of those certain amendments to the DDAs and to memorialize the understanding the Agency and the Developer have reached concerning the performance under the DDAs, including outlining the Agency's intent to purchase the Property from Seller to continue to support and fund public parking in the Mobility Hub (as defined in the Block 68 South DDA), which property acquisition will reduce the cost per stall to allow Agency to purchase 205 parking stalls. The Property will then be disposed of to the Seller pursuant to the terms of the Block 68 South DDA, subject to the terms of the to be negotiated amended Block 68 South DDA; and,

WHEREAS, Seller will use sales proceeds to support the success of the Mobility Hub; and,

WHEREAS, the Property is subject to that certain License Agreement, dated February 16, 2023, by and between Seller and the State of Idaho; and,

WHEREAS, Agency desires to purchase the Property from Seller, and Seller desires to sell the Property to Agency, based on the terms and conditions in the Commercial Real Estate Purchase and Sale Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A; and,

WHEREAS, the Agency has sufficient funds to acquire the Property; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to approve the purchase of the Property and to authorize the Agency Executive Director to execute the Agreement, all closing documents, and to pay the purchase price subject to the conditions set forth below.

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

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

Section 2. That the Agency Board hereby approves the purchase of the Property owned by the Seller under the terms and conditions set forth in the Agreement, attached hereto as Exhibit A and incorporated herein by reference.

Section 3. That the Chair, Vice-Chair, or Executive Director and Secretary, respectively, are authorized and directed to execute the Agreement and any and all documents or agreements necessary to acquire the Property, including the documents necessary to appropriate and tender the purchase price of One Million, Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00) along with specified closing costs from the Agency FY 2024 budget, subject to satisfaction of all contingencies set forth in the Agreement, including, but not limited to, any necessary escrow instructions and any necessary technical changes to the Agreement or other closing documents, upon advice from Agency legal counsel that said changes are consistent with the provisions of this Resolution.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on October 9, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 9, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

4891-7370-6371, v. 1

COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

This Commercial Real Estate Purchase and Sale Agreement (the “**Agreement**”) is effective as of the October __, 2023 and is entered by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized pursuant to the Idaho Urban Renewal Law, title 50, chapter 20, Idaho Code, as amended (“**Buyer**” or “**Agency**”) and Block 68 South Development LLC, an Idaho limited liability company (“**Seller**” or “**Block 68 South Developer**”), for the purchase and sale of that certain commercial real property located in Ada County, Idaho, with a common street address of 1010 West Jefferson Street, Boise Idaho, (the “**Property**”), which is more particularly described in **Exhibit A**, attached hereto.

The Property also includes any fixtures and improvements located on the Property.

RECITALS

A. The City Council of the City of Boise City, Idaho (the “**City**”), after notice duly published, conducted a public hearing on the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the “**Westside Plan**”), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings for the jurisdictional area of the Westside Plan Revenue Allocation Area.

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

C. In order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area.

D. The Property is located in the Project Area. Buyer has identified the Property as a potential site for public improvements, specifically a structured parking facility including public parking, consistent with the Westside Plan, as amended.

E. Buyer owns certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the “**Agency Parcels**”).

F. In accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Buyer issued a Request for Proposals (the “**RFP**”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Westside

Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity.

G. Following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and YMCA first (the “**Joint Proposal**”).

H. At a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal.

I. The Joint Proposal contemplated development beyond the Agency Parcels on Block 68 and seeks to develop certain real property addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which parcels are currently owned by the YMCA. The three YMCA parcels are located along the State Street corridor in an area referred to as “Block 69 N” (the “**YMCA Parcels**”). The Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the workforce housing project (the “**Land Exchange**”).

J. The Joint Proposal also contemplated disposition of 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) to develop a mixed-use housing and mobility hub project with the opportunity to expand the scope of the project through the acquisition of the parcel previously owned by the State of Idaho (Parcel No. R1013004556) located on Block 68 South (also known as the “**Property**”) and adjacent to the Agency owned parcel on 1010 W. Jefferson.

K. Thereafter, a separate entity was formed to commence development activities contemplated in the Joint Proposal, specifically Block 68 Development LLC, an Idaho limited liability company (now known as Block 68 North Development LLC). The Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the “**ANE**”) that outlined the process for disposing of the Agency Parcels, including the Land Exchange.

L. On October 10, 2022, the Agency and the YMCA entered into the Amended and Restated Real Property Exchange Agreement.

M. The Agency and Block 69 North Development LLC (the “**Block 69 North Developer**”), have heretofore entered into a Disposition and Development Agreement dated October 10, 2022, as approved by Agency Resolution No. 1789 (the “**Block 69 North DDA**”), pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Amended and Restated Real Property Exchange Agreement, dated October 10, 2022, by and between the Agency and the Young Men’s Christian Alliance (the “**YMCA**”) for the

development of the workforce housing development project on Block 69 North as more fully described in the Block 69 North DDA.

N. Buyer and Seller, have heretofore entered into the Block 68 South Mixed-Use Housing & Mobility Hub Project Disposition and Development Agreement dated December 15, 2022, as approved by Agency Resolution No. 1799 (the "**Block 68 South DDA**"), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Agency owned parcel commonly referred to as 1010 W. Jefferson Street for the development of the Block 68 South mixed-use housing & mobility hub project on Block 68 South as more fully described in the Block 68 South DDA. Collectively, the workforce housing development project and the mixed-use housing & mobility hub project may be referred to as the "**Projects**."

O. Block 69 North Development LLC and Seller may be collectively referred to as the "**Developer**."

P. The Block 69 North DDA and the Block 68 South DDA may be collectively referred to as the "**DDAs**."

Q. Seller acquired the Property from the State of Idaho on March 6, 2023, for the purchase price of \$1,700,000 following submission of the highest bid to the State of Idaho.

R. The Agency and the Developer have continued to work together in good faith to perform under the terms of the DDAs.

S. Because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting, investor requirements, as well as the high cost of construction, supply chain issues, and labor shortages, the Developer requested revised terms of Agency participation in the Projects as set forth in the letters from Developer to Agency dated April 28, 2023, and August 8, 2023.

T. The Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered the staff recommendation and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Developer's requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the DDAs for future Board approval, and to direct negotiation of amendment to the DDAs, for future Board approval.

U. Based on the Developer's requests and the Agency's response, the Agency and the Developer have determined the DDAs will need to be substantially amended to incorporate the revised terms.

V. In order to expedite the continued progress under the DDAs, the Agency and the Developer entered into a Memorandum of Understanding (the "**MOU**"), dated August 30, 2023, as approved by Agency Resolution No. 1836, to guide the Agency and the Developer in the

negotiation of those certain amendments to the DDAs and to memorialize the understanding the Agency and the Developer have reached concerning the performance under the DDAs, including outlining the Agency's intent to purchase the Property from Seller to continue to support and fund public parking in the Mobility Hub (as defined in the Block 68 South DDA), which property acquisition will reduce the cost per stall to allow Agency to purchase 205 parking stalls. The Property will then be disposed of to Seller pursuant to the terms of the Block 68 South DDA, subject to the terms of the to be negotiated amended Block 68 South DDA.

W. Seller will use sales proceeds to support the success of the Mobility Hub.

X. The Property is subject to that certain License Agreement, dated February 16, 2023, by and between Seller and the State of Idaho, a copy of which is attached hereto as Exhibit C (the "**License Agreement**").

Y. The Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, based on the terms and conditions in this Agreement.

AGREEMENT

1. Purchase Price; Payment. The purchase price for the Property is One Million, Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00), which amount shall be paid in cash or in other readily available funds at close of escrow as described below. Earnest money in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "**Deposit**") will be deposited in escrow with the Closing Agent within five (5) business days of execution of the Agreement and shall be applied at Closing to payment of the purchase price.

2. Title Report and Objections.

(a) Within three (3) business days after the Effective Date, Seller will cause Title Company to deliver a current Preliminary Title Report and copies of all exceptions ("**Title Report**") for a standard coverage title insurance policy in the amount of the Purchase Price ("**Title Policy**") for the Property to Buyer and Seller. Seller will pay for a standard coverage Title Policy. Buyer will pay for any desired extended coverage and endorsement. If Buyer is dissatisfied with any exception in the Title Report, then Buyer may: (i) cancel this Agreement by giving written notice of cancellation to Seller prior to the expiration of the Review Period (defined below), and the Deposit will be returned to Buyer, or (ii) provide written notice to Seller within ten (10) days of receiving the Title Report provisionally accepting the title subject to Seller's agreement to cause the removal of Buyer's disapproved exceptions or objections. Seller will notify Buyer in writing within three (3) business days after receiving Buyer's written notice of disapproval of any exception whether Seller intends to remove or address such exception. Seller's lack of response will be deemed as Seller's agreement to remove the objectionable exceptions (or obtain title insurance endorsements to address if acceptable to Buyer) prior to Closing. If written notice

of dissatisfaction is not given by Buyer to Seller, then Buyer will be deemed to have approved of the condition of the title of the Property as shown by the Title Report.

(b) Seller's conveyance of the Property will be free and clear of all liens, encumbrances, and other exceptions of title, except the liens of taxes and assessments not yet due and payable, and those exceptions approved or deemed approved by Buyer pursuant to this Agreement ("**Permitted Exceptions**").

(c) In the event the Title Report is amended to include new exceptions that are not set forth in a prior Title Report, Buyer will have the ability to object to such new exceptions or cancel this Agreement and receive a refund of the Deposit, subject to Seller's agreement to cause the removal of any new disapproved exceptions or objections. If Seller does not intend to remove such exceptions and objections before Closing, then Buyer may elect in writing to: (i) have the Deposit returned to Buyer upon demand and all obligations will terminate; or (ii) Buyer may waive such objections and the transaction will close as scheduled.

3. Review Period.

(a) Review Period. Buyer will have until October 27, 2023 ("**Review Period**"), at Buyer's sole cost, within which to conduct and approve any investigations, studies, or tests deemed necessary by Buyer, in Buyer's sole discretion, to determine the desirability and feasibility of acquiring the Property, including, but not limited to, Buyer's right to review and approve the title, the Seller Materials (defined below), and any other reports or tests desired by Buyer. Buyer may terminate the Agreement for any reason during the Review Period.

(b) Seller Materials. Seller agrees to deliver to Buyer within three (3) days after execution of this Agreement all information in Seller's possession, including all agreements, surveys, reports, engineering reports or tests, soil tests, water tests, environmental tests, income reports, and other information related to parking operations, and like matters regarding the Property, not previously delivered to Buyer, at no cost to Buyer ("**Seller Materials**"). Buyer will keep all such deliveries confidential except for contacts with professionals such as lawyers, engineers, accountants, or brokers who are assisting Buyer with this transaction.

(c) Right of Entry. Subject to the rights under the License Agreement, Seller hereby grants to Buyer and Buyer's agents, employees, and contractors the right to enter upon the Property during the Review Period, at any time or times during regular business hours and upon reasonable advance notice to Seller, to conduct its review. Buyer agrees to indemnify, protect, defend, and hold Seller harmless from any and all liabilities, claims, losses, or damages, including, but not limited to, court costs and attorneys' fees, which may be incurred by Seller because of the review, unless caused by the willful or negligent act or omission of Seller, its agents, contractors, or employees. Upon completion of its review,

Buyer will restore the Property substantially to its condition existing immediately prior to its review.

(d) Cancellation. Unless Buyer so notifies Seller in writing, on or before the end of the Review Period of Buyer's election to not proceed with the purchase of the Property, Buyer will be deemed to have elected to proceed with this Agreement, and the Deposit will be non-refundable, except for the default of Seller, but applicable toward the Purchase Price. If Buyer terminates this Agreement in writing within the Review Period, this Agreement will be cancelled, the Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

4. Closing. The sale shall be closed in the office of TitleOne Corporation ("**Closing Agent**") located at 1101 West River Street, Suite 201, Boise, Idaho 83702, unless otherwise agreed to in writing by the parties, on or before November 1, 2023. At Closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement. As used herein, "**close of escrow**" or "**Closing**" means the date on which all appropriate documents are recorded, and proceeds of sale are available for and disbursed to Seller; and all appropriate documents are recorded and delivered as provided herein or in said document(s).

4.1 Prorations; Closing Costs. Buyer is statutorily exempt from paying taxes and assessments on the Property. To the extent there are past due taxes and/or assessments relating to a prior lessee or owner's use of the Property, those are the obligation of Seller and Seller will pay all taxes and assessments. Utilities shall be prorated between Buyer and Seller by the Closing Agent as of 12:01 a.m. on the Closing date. Buyer and Seller agree that if any utilities or assessments cannot be calculated accurately on the Closing date, then the same shall be calculated within one hundred eighty (180) days after Closing and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party. Buyer and Seller shall each share $\frac{1}{2}$ of the Closing Agent's closing and escrow fees, and any other cost, fee or expense which may reasonably be required in order for the transaction to close not otherwise wholly incurred by the paying party. Seller shall also pay the: 1) recording fees for the cost of recording the Deed; and 2) the cost for standard owner's title insurance in favor of Buyer. All parties shall be responsible to pay their own attorney fees, if applicable.

4.2 Possession. Buyer shall be entitled to possession of the Property upon Closing free and clear of all tenants in possession, if any, other than the State of Idaho pursuant to the License Agreement.

5. Conveyance of Title. Upon Closing, Seller shall execute and deliver to Buyer a Deed, conveying title to the Property in substantially the form of **Exhibit B**, attached hereto. Except as described on **Exhibit B**, Seller will not convey the property with any water rights.

6. Risk of Loss; Insurance; Condemnation. Risk of loss of or damage to the Property shall be borne by Seller from the date hereof until the date of Closing. In the event of non-material loss of, or damage to, the Property, Seller shall not be obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer shall nonetheless be obligated to purchase the Property on the date of Closing upon the terms and conditions agreed herein except as provided in this Section. If the damage or loss to the Property is material, and Seller is not willing to remedy any such damage or loss or reduce the purchase price by an amount reasonably reflecting the repair costs or diminution in value of the Property, then, at Buyer's option, Buyer may terminate this Agreement; and, in such event, Seller shall return the Deposit to Buyer.

7. Seller's Representations and Warranties. There are no representations or warranties of any kind. Buyer is acquiring the Property "**AS IS**," subject to all existing easements or claims of easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes, and all other matters. Seller does not guarantee the accuracy of the acreage, if any, identified in the Property legal description. Seller makes no representation or warranty of any kind that the Property is fit for any particular use or purpose.

8. Buyer's Authority. Buyer represents and warrants to Seller that at the date of the execution hereof and at the date of Closing, Buyer, and the person signing on behalf of Buyer, have full power and authority to execute this Agreement and to perform Buyer's obligations hereunder, and that approval of this Agreement and transaction by the Agency Board of Commissioners has occurred.

9. Buyer's Acknowledgement. Buyer acknowledges that Buyer was and is responsible for making a thorough inspection of the Property at its own expense, as well as thoroughly researching any information available about the Property and its surroundings on or before the expiration of the Review Period. Buyer acknowledges that Buyer or its designee is afforded the right to have an inspection(s) of the physical condition of the Property at Buyer's expense during the Review Period. Buyer is purchasing the Property on an "**AS IS**" basis without any warranties, express or implied, from Seller. Seller will not make any repair or improvement to the Property. Buyer further acknowledges that Buyer is not relying upon any statement or representation by Seller or by any broker(s) or any other representatives or contractors of Seller which are not expressly set forth in this Agreement.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, IMPROVEMENT, FIXTURE OR CONDITION OF THE PROPERTY OR THE INCLUSIONS, INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF HAZARDOUS WASTE OR MATERIALS THEREON, OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE, TO BUYER BEYOND THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT.

Buyer acknowledges that Seller has made no representation of any material fact concerning the Property beyond those expressly provided in this Agreement, that Buyer has had an adequate opportunity to inspect and investigate the Property; and, that Buyer has made a thorough

independent examination and inspection of the Property, and is relying solely upon its own examination and inspection thereof. Buyer acknowledges that Seller has made no representation or warranty as to whether there exists any lead-based paint, mold and/or other micro-organisms that may exist upon the Property. Buyer further acknowledges that Seller (including Seller's employees, agents, brokers, and contractors), has made no representation or warranty as to whether the boundary lines of the Property are accurate, nor any representation as to acreage or the number of square feet or frontage of the Property. Buyer acknowledges that any reference to square footage or acreage of the Property is intended to be an approximation only. Buyer has an adequate opportunity to examine and inspect the boundaries of the Property and will make its own determination as to square footage, and/or frontage, and whether the location of improvements and boundaries are accurate, and Buyer is purchasing the Property in reliance upon its own determination thereof and regardless of whether or not said location of improvements and boundaries are accurate. Seller makes no warranty or representation with respect to the legal description as may be used herein. Buyer acknowledges further that Seller is not responsible, nor liable, to obtain or provide a survey of the Property to Buyer. Accordingly, Buyer is purchasing the Property "**AS IS, WHERE IS**".

10. Default; Attorney Fees. Time is of the essence of this Agreement. In the event either party defaults hereunder, the non-defaulting party will have all rights and remedies available at law or in equity. In any suit, action, or appeal to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein (and on appeal), including reasonable attorney fees.

11. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail. Any notice given by certified mail shall be sent with return receipt requested. All notices shall be addressed to the parties at the addresses set forth below, or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal, or (b) three (3) days after mailing by certified mail.

Agency

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

Developer

J. Dean Papé
Block 68 South Development LLC
1199 Shoreline Drive, #290
Boise, Idaho 83702
208-830-7071 (voice)
dean@dechase.com

With a copy to Jill Sherman

(which copy shall not constitute notice):
151 SW First Avenue, Suite 300
Portland, Oregon 97204
503-956-7210 (mobile)
jill.sherman@edlenandco.com

With a copy to the Registered Agent for Developer

(which copy shall not constitute notice):
Anne C. Kunkel
Varin Thomas Corporate Services LLC
242 North 8th Street, Suite 220
Boise, Idaho 83702
208-584-1266 (voice)
877-717-1758 (fax)
anne@varinthomas.com

12. Counterparts. This Agreement may be executed in any number of counterparts for the convenience of the parties, all of which, when taken together and after execution by all parties hereto, shall constitute one and the same Agreement.

13 General. This is the entire Agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. In the event any term or condition set forth herein is inconsistent with any term or condition set forth in any other document or agreement or this Agreement, the terms and conditions of this Agreement shall control. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the state of Idaho. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of, and bind, the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

14. Public Records. This Agreement and all other documents pertaining to the purchase and sale of the Property is subject to disclosure under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126.

15. Assignment. Buyer shall not assign its rights hereunder to any person(s) or entity without the prior written consent of Seller. Seller does not anticipate consenting to any assignment of this Agreement or Buyer's rights hereunder.

16. Additional Provisions. Any additional provisions are set forth in the Addendum, Attachments or Exhibits to this Agreement, if any, which Addendum, Attachments or Exhibits may be attached hereto, if any, and, if attached, shall be made a part hereof and incorporated herein as if fully set forth.

17. Agency Representation. Buyer and Seller understand and agree that no broker or agent was the procuring cause of the transaction contemplated by this Agreement. Buyer shall be solely responsible for all fees and commissions related to Buyer's agent, if any.

[Signature Page Follows]

Executed effective the date first set forth above.

BUYER:

**The Urban Renewal Agency of
Boise City, Idaho, also known as
Capital City Development Corporation**

Date: _____

By: _____
Printed Name: John Brunelle,
Title: Executive Director


Buyer's Address:

Physical/Mailing Address: 121 N. 9th Street, Ste. 501,
Boise, Idaho 83702
Contact: John Brunelle
Telephone: 208-384-4264

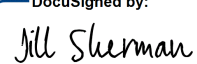
SELLER:

**Block 68 South Development LLC,
an Idaho limited liability company**

Date: 9/27/2023

DocuSigned by:

By: _____
Printed Name: J. Dean Papé
Title: Manager

Date: 9/28/2023

DocuSigned by:

By: _____
Printed Name: Jill Sherman
Title: Manager

Seller's Address:

Physical Address: 401 West Idaho Street,
Boise Idaho 83702
Mailing Address: PO Box 733
Boise, Idaho 83701
Contact: J. Dean Papé
Telephone: (208) 830-7071

EXHIBIT A

Description of the Property

Ada County Parcel #R1013004556.

The East 16.85 feet of Lot 5, and all of Lot 6 in Block 68 of BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof filed in Book 1 of Plats at Page 1, Official Records of Ada County, Idaho.

According to the available records, the purported address of the land is:

1010 West Jefferson Street
Boise, Ada County, Idaho 83702

EXHIBIT B
Form of Deed

DEED

THIS DEED (“Deed”) is made this ____ day of _____, 2023, by and between **Block 68 South Development LLC**, whose mailing address is PO Box 733, Boise, Idaho, 83701 (hereinafter referred to as “**Grantor**”) and The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized pursuant to the Idaho Urban Renewal Law, title 50, chapter 20, Idaho Code, as amended, whose mailing address is 121 North 9th Street, Suite 501, Boise, Idaho 83702 (hereinafter referred to as “**Grantee**”).

WITNESSETH: That Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey, release and quitclaim unto Grantee all of Grantor’s right, title, and interest in and to the following described real property (the “**Property**”) situated in Ada County, State of Idaho, to-wit:

[See Exhibit “A”, attached hereto]

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

RESERVING THEREFROM:

1. A right of way for ditches constructed by authority of the United States as identified in Idaho Code § 58-604.
2. All mineral rights as provided in Idaho Code § 47-701.
3. Easements, covenants, restrictions and encumbrances or other matters of record or that would appear from a survey or careful examination of the Property.
4. Exceptions set forth in a policy of title insurance issued contemporaneously with this Deed.

THE PROPERTY IS CONVEYED “AS IS”, with no representation or warranty of any kind as to the fitness of the Property for any particular purpose.

TO HAVE AND TO HOLD, all and singular, the Property unto the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, each of J. Dean Papé and Jill Sherman, the managers of Grantor have hereunto signed my name this _ day of _____, 2023.

SELLER:

**Block 68 South Development LLC,
an Idaho limited liability company**

Date: _____

By: _____

Printed Name: J. Dean Papé

Title: Manager

Date: _____

By: _____

Printed Name: Jill Sherman

Title: Manager

STATE OF IDAHO)
) ss.

County of Ada)

On this _____ day of _____, in the year 2023, before me a Notary Public in and for said State, personally appeared J. Dean Papé, Manager of Block 68 South Development LLC.

Notary Public for the State of Idaho

My Bond expires: _____

STATE OF _____)
) ss.

County of _____)

On this _____ day of _____, in the year 2023, before me a Notary Public in and for said State, personally appeared Jill Sherman, Manager of Block 68 South Development LLC.

Notary Public for the State of _____

My Bond expires: _____

EXHIBIT C
License Agreement

4894-2779-9423, v. 11

LICENSE AGREEMENT

This License Agreement is made on this 16th day of Feb, 2023 between Block 68 South Development LLC ("Block 68" or "Licensor") and the State of Idaho acting by and through the Department of Administration, ("IDOA" or "Licensee"). Collectively, Block 68 and IDOA are referred to as the "Parties."

RECITALS

WHEREAS, Block 68 purchased a parking lot located at 10th and Jefferson Streets in Boise, Idaho.

WHEREAS, Licensee is in need of retaining the 10th and Jefferson Parking Lot as a functioning parking lot for the State's employees and visitors.

WHEREAS, the parties desire to cooperate and allow for parking at the 10th and Jefferson Parking Lot as further depicted on **Exhibit A** hereto, which is incorporated herein (the "Licensed Area"), on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits provided hereunder, other valuable consideration exchanged between Licensee and Licensor and the mutual promises, conditions, and covenants set forth herein, the parties agree as follows:

1. The recitals contained above are true and incorporated into this License Agreement as if set forth in full.
2. Licensor hereby grants to Licensee license to occupy and use the Licensed Area commencing on the purchase of the Licensed area by Licensor and terminating on December 31, 2023, unless extended by the Parties in writing with thirty (30) days' notice or sooner terminated as provided for herein (the "License Term"):
3. Licensee shall be permitted to use the Licensed Area solely for the purpose of State of Idaho employee and State owned vehicle parking.
4. The License granted herein is merely a conditional, limited right to enter upon and use the Licensed Area for the purposes stated herein. The License does not constitute an estate, tenancy, or interest in real property. The License is a personal right granted to Licensee and is not transferable, except the License Agreement shall be automatically transferred to any successor of Licensee.
5. Licensor has the right to enter upon the Licensed Area at any time to inspect the Licensed Area. Licensee shall not cause or allow any nuisance or store any hazardous materials on the Licensed Property in violation of any applicable Law.
6. Licensee shall not carry out any work of structural repairs, additions or alterations to the Licensed Area. Alterations or additions not of a structural type or of a permanent nature may only be made with the previous written consent of Licensor.
7. During the License Term, Licensee shall:
 - A. Maintain the Licensed Area in accordance with its routine maintenance processes. Maintenance includes snow and ice removal, and patching or repainting of the parking striping necessary for functional use of the Licensed Area as a parking lot.

B. Provide security services, including parking enforcement, to the Licensed Area in accordance with its established processes.

8. On expiration of the License Term, Licensee shall remove all personal property of Licensee or its agents and hand over vacant and peaceful possession of the Licensed Area to the Licenser in the same or better condition than existed at the time of execution of this License, subject to reasonable wear and tear, casualty loss and condemnation, alterations performed in accordance with this License Agreement, damage caused by Licenser, and repairs or maintenance for which Licensee is not responsible under this License Agreement.

9. Licensee participates in the comprehensive liability plan provided through the Risk Management Program established under Idaho Code section 67-5773. At Licenser's request, Licensee shall provide evidence of participation in the Risk Management Program and, if acquired by the program or certificates of insurance evidencing liability and property coverage, including workers' compensation coverage.

10. This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings, agreements or negotiations, written or oral, with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

11. This License shall be subject to and governed by the laws of the State of Idaho.

12. The parties hereto represent and warrant to each other that they have all rights necessary to execute and deliver this License Agreement and perform their respective obligations under this License Agreement.

13. This License may be executed and delivered in counterparts for the convenience of the parties, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. To facilitate the execution of this License, the parties may execute and exchange by telephone facsimile or electronic mail via the internet counterparts of the signature pages, and such facsimile or electronic mail shall be deemed original.

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this deed on the day, month and year first above written.

[Signature page follows]

Block 68 and IDOA License Agreement

LICENSOR:

Block 68 Development LLC

DocuSigned by:

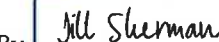


637795B9A4A848D...

By J. Dean Pape

Its Manager

DocuSigned by:



A52B747F0F83411...

By: Jill Sherman
Jill Sherman, Its Manager

LICENSEE:

State of Idaho, Department of Administration



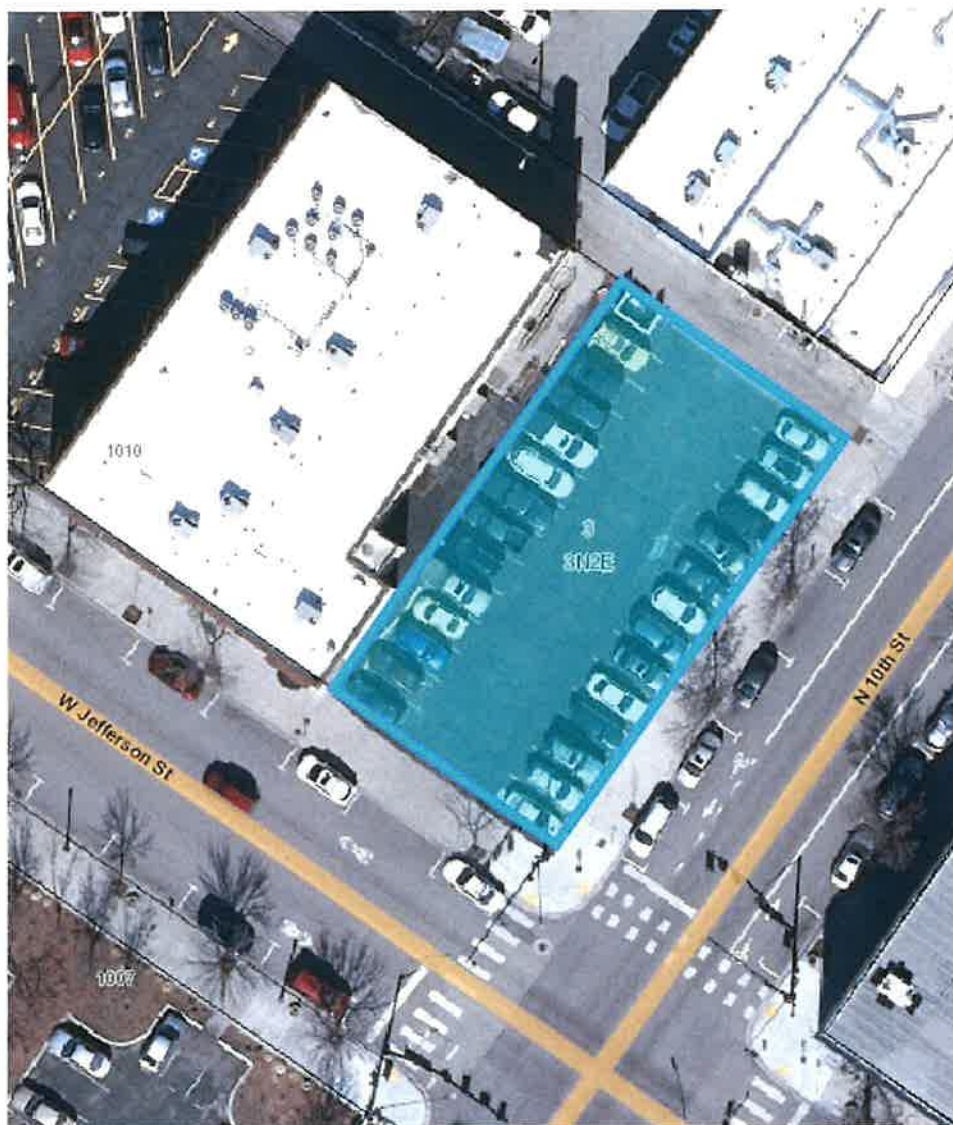
2/16/2023

Keith D. Reynolds, Director

Exhibit A

Licensed Area

The property address is 1010 West Jefferson Street Boise, ID 83702 and is located downtown Boise Idaho on the Northwesterly corner of 10th Street and West Jefferson Street. The property consists of 27 paved parking spaces with curb stops on 0.19 acres.





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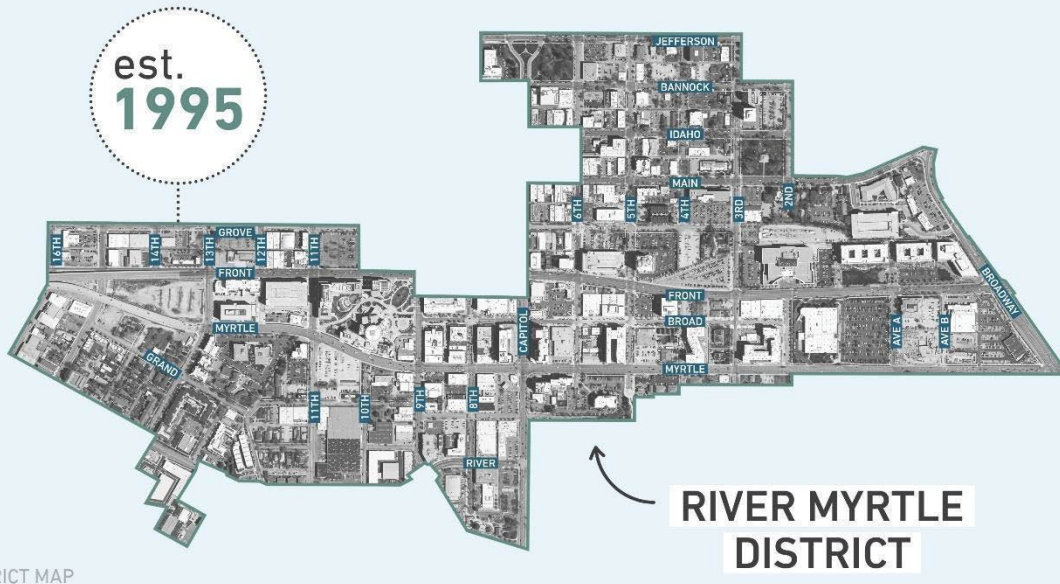
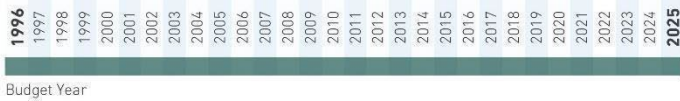


DATE: October 9, 2023
TO: Latonia Haney Keith, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

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 fall. *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 fall. *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 fall. *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 this fall. *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: A partnership with the City of Boise to assist with streetscape, alley, and utility improvements associated with the redevelopment of Fire Station #5. The Board designated the project on May 8, 2023. The Board approved the final agreement on August 14, 2023 and construction is underway. *Project Lead: Karl Woods*

South 8th Street and Greenbelt Site Improvements - PP Type 4: A partnership with the City of Boise to assist with Greenbelt realignment; public right-of-way improvements; and upgrades to optimize connectivity, circulation, and safety adjacent the Greenbelt. The Board designated the project on August 14, 2023. *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, and The Land Group has been chosen as the Design Professional. Currently an RFQ is being advertised for the CMGC. 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 analysis requested by ITD in early June, and completed the 75% Design Plans submittal in late July. The design team is awaiting ITD approval of the traffic analysis and confirmation that ITD will allow modifications to four intersections on Front and Myrtle, which are State Highways. Staff published an RFQ for CM/GC services on the project on September 18, 2023, with the anticipated selection of a CM/GC at the November 2023 Board Meeting. Staff anticipates that the final construction documents will be complete in early 2024. 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, conceptual design and is coordinating proposed improvements with the Boise City Canal Company and adjacent property owners. St. Luke's and Idaho Power are reviewing draft easements and The Land Group is moving forward with construction documents. *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. CCDC has Approved plans from ACHD and anticipates City approval shortly. The project is out to bid. CCDC will be seeking approval for GMP #1 at the October Board meeting. Construction is anticipated to begin in late October. *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 produce a preferred design. The design team is working with Cliff Garten Studio to integrate public art into the space in preparation for design review submittal later this fall. *Project Lead: Karl Woods*

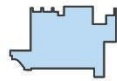
Special Projects

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*

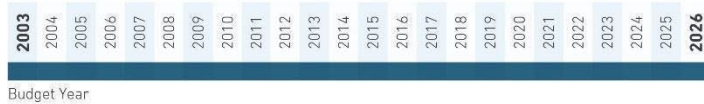
RMOB Public Art – Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History has requested assistance to re-wrap traffic boxes that need replacement. There are 15 traffic boxes in the River-Myrtle/Old Boise District that need replacement. CCDC is seeking approval to designate the project as eligible for Type 4 Capital Project Coordination Assistance at the October Board Meeting. *Project Lead: Karl Woods*

RMOB Public Art – Deferred Maintenance - PP Type 4: Boise City Department of Arts & History has requested assistance to repair two public art installations in the River Myrtle Old Boise District. CCDC is seeking approval to designate the project as eligible for Type 4 Capital Project Coordination Assistance at the October Board Meeting. *Project Lead: Karl Woods*

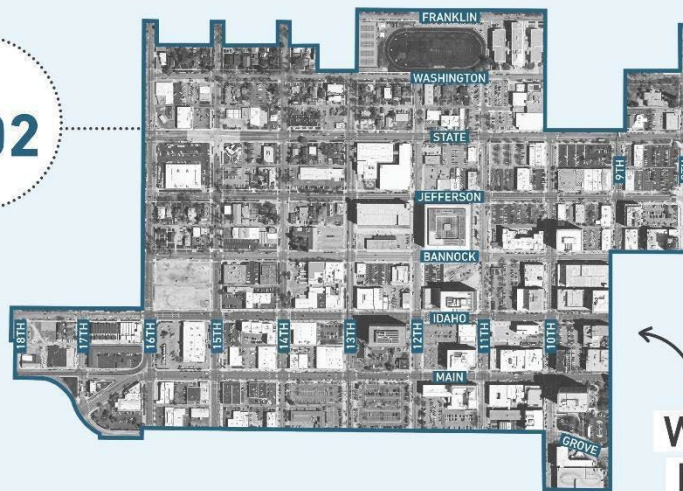
WESTSIDE DISTRICT



157 ACRES



est.
2002



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 selected 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. 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 in December 2022. On April 28, 2023, the Developer submitted to the Agency schematic design documentation and requests for revised assistance for both projects. In May 2023 the Board established a project review committee to assist with fact finding and analysis of these requests. Following several discussions, the Developer submitted revised requests to assist the projects in meeting minimum financial viability thresholds to the Agency on August 8, 2023. On August 14, 2023, the Board approved Agency recommended responses to such requests and directed the Parties to execute an interim agreement to implement the responses and guide negotiation of DDA amendments. The Board approved such Memorandum of Understanding ("MOU") on August 30, 2023. The MOU requires that the Parties enter a Purchase and Sale Agreement for CCDC to acquire the property at the corner of 10th and Jefferson in October 2023, that the Developer submit updated Schematic and Unit Documentation for both projects to the Agency for the Board's review at its November meeting, and that amended DDAs be negotiated for the Board's review at its December Meeting. *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 are updated to show there are no tenants. The Car Park converted the lot to \$5 public parking, signage has been added to show the \$5 flat fee and a payment system through ParkMobile. The Car Park manages the lot. 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 winter. *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 all users. ACHD initiated a new Concept Study in late August 2023 for this section of the project to determine potential cross-section modifications and signalization changes at key intersections and anticipated adoption of a concept in August 2024 (Final design to be completed in 2024/2025 and Construction anticipated in 2025/2026). 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 connectivity for all modes of travel from the West Downtown neighborhood into downtown. The design is being 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 complete in spring 2024, with construction to start later that same year. The project received City of Boise Design Review approval on September 21, 2023. *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. McAlvain Construction has been hired as the CM/GC. 95% construction documents are being submitted to ACHD for approval. *Project Lead: Kelly Burrows*

Special Projects

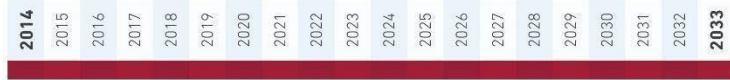
Westside Public Art – Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History requested assistance to re-wrap traffic boxes that need replacement. There are 17 traffic boxes in the Westside District that need replacement. CCDC is seeking approval to designate the project as eligible for Type 4 Capital Project Coordination Assistance at the October Board Meeting. *Project Lead: Karl Woods*

Westside Public Art – Deferred Maintenance - PP Type 4: Boise City Department of Arts & History has requested assistance to repair two public art installations in the Westside District. CCDC is seeking approval to designate the project as eligible for Type 4 Capital Project Coordination Assistance at the October Board Meeting. *Project Lead: Karl Woods*

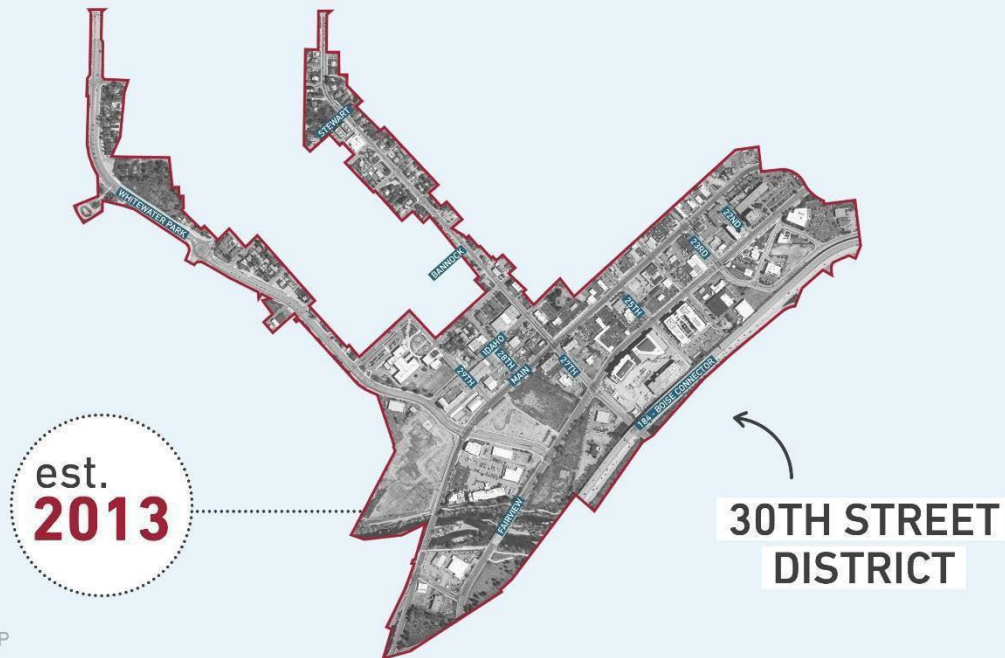
30TH STREET DISTRICT



213 ACRES



Budget Year



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 winter. *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 of Boise. 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 will bring a final agreement to the Board in October. *Project Lead: Kevin Holmes*

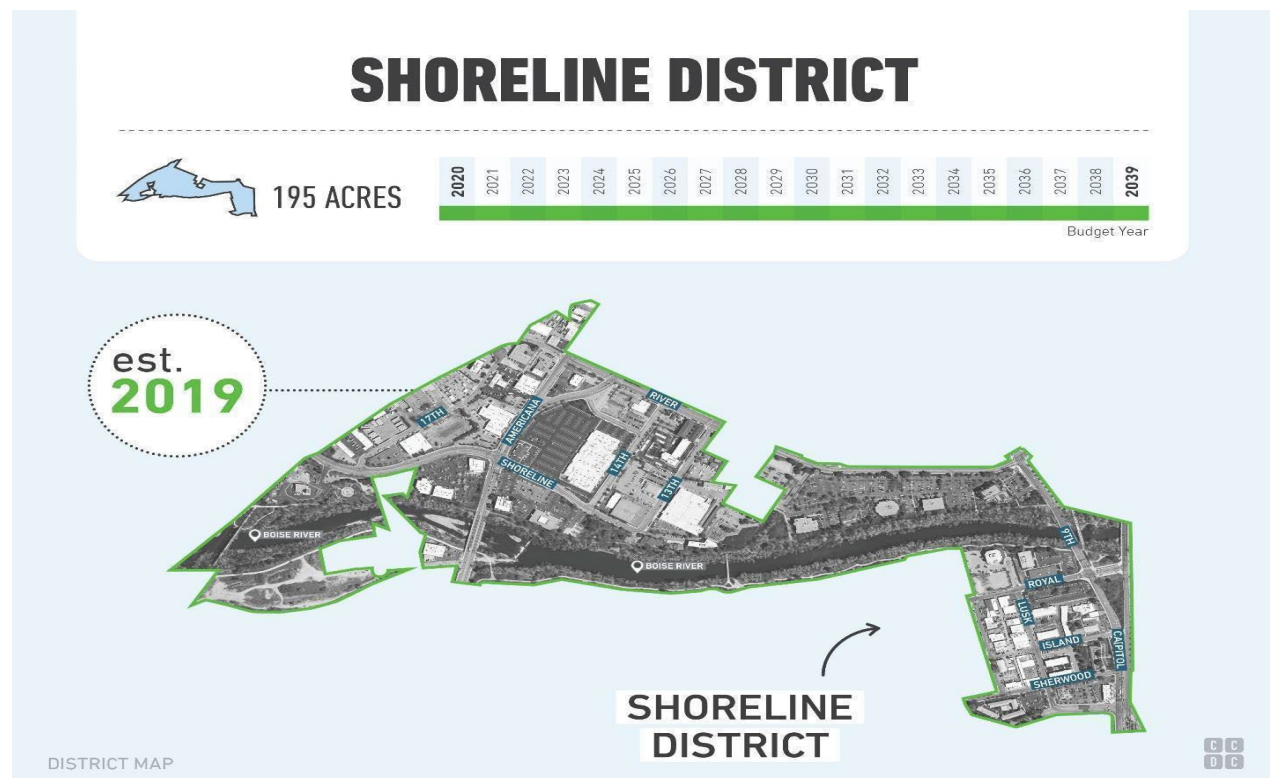
Infrastructure

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 CCDC is reviewing St. Luke's submitted cost documentation with 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. These improvements are complete, and the Agency is currently reviewing the cost documentation for reimbursement. *Project Lead: Kassi Brown*



Economic Development

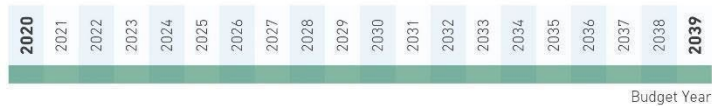
17th Street Interim Streetscape Improvements, Shoreline Drive to Cul-de-Sac: Pedestrian improvements to address the current gaps in the sidewalk and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th Street (cul-de-sac). The goal of this effort is to 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 September 13, 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



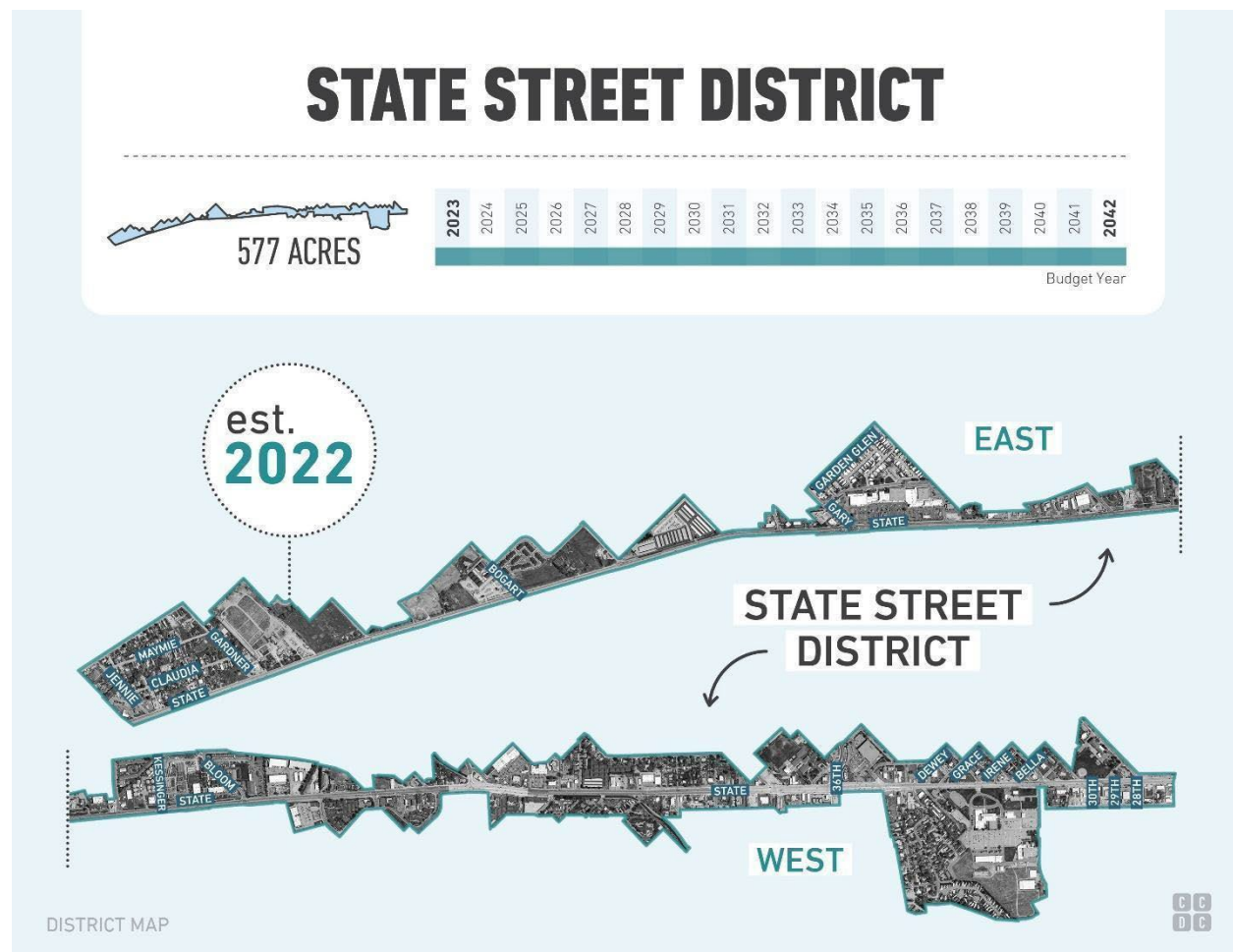
Economic Development

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 g 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 Fall 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. ACHD approval was received in August and the Agency is preparing the bid package. *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. – Wilson Station (FKA State & Arthur Apartments) - PP Type 3: Wilson Station 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 will present a final agreement for Board approval in October. *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. 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 late 2023 once the Idaho Public Utilities Commission considers a current request from Idaho Power to adjust rates for solar providers. The consultant deliverable will outline the analysis 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 published an RFQ for consultant services on August 28, 2023, with selection of a consultant anticipated in October. Installation of the new PARCS in the ParkBOI facilities is anticipated 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
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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 20, 2023	TBD	September 30, 2024
Issues/Comments:	Condo Meeting was held September 20, 2023 at 1pm. Gold Members for Idaho Steel Heads now park at the 9 th & Main Garage. Minor Column repair to be done by Hellman in October ground level.	

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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V.
ADJOURN



END