



**BOARD
OF
COMMISSIONERS
MEETING
November 13, 2023**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Board Room, Fifth Floor, 121 N. 9th Street
November 13, 2023, 12 p.m.

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

A G E N D A

- I. **CALL TO ORDER**Chair Haney Keith
- II. **ACTION ITEM: AGENDA CHANGES/ADDITIONS**Chair Haney Keith
- III. **WORK SESSION**
 - A. 521 W. Grove St. Public Space Project Update.....Karl Woods/Greg Matto (10 minutes)
- IV. **ACTION ITEM: CONSENT AGENDA**
 - A. Expenses
 - 1. Approve Paid Invoice Report for October 2023
 - B. Minutes and Reports
 - 1. Approve Meeting Minutes for October 9, 2023
 - C. Other
 - 1. Approve Resolution 1841: Housing Affordability Monitoring. Memorandum of Understanding with the City of Boise.
 - 2. Approve Resolution 1842: FY2024 Cooperative Agreement with Valley Regional Transit.
 - 3. Approve Resolution 1845: Employee Manual Update
 - 4. Approve Resolution 1846: Adopting a Health Reimbursement Arrangement (HRA) Plan
- V. **ACTION ITEM**
 - A. CONSIDER Resolution 1843: 5th & 6th Streets Roadway Improvements, Myrtle Street to Jefferson Street. Ranking for RFQ: Construction Manager/General Contractor (CM/GC)
.....Zach Piepmeyer/Kathy Wanner (10 minutes)
 - B. CONSIDER Resolution 1844: Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street. Ranking for RFQ: Construction Manager/General Contractor (CM/GC)
..... Kelly Burrows /Kathy Wanner (10 minutes)
 - C. CONSIDER: Block 68 South Mixed Use Residential and Mobility Hub Development. Schematic Design Documentation.....Alexandra Monjar (20 minutes)
 - D. CONSIDER: Block 69 North Workforce Housing Development. Revised Schematic Design and Unit Documentation.....Alexandra Monjar (20 minutes)

VI. ADJOURN

This meeting will be conducted in compliance with the Idaho Open Meetings Law and will allow both in-person and virtual attendance. In addition, consistent with the Center for Disease Control COVID-19 guidelines, people with symptoms, a positive test, or exposure to someone with COVID-19 should stay home or wear a mask. This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).



II. AGENDA CHANGES/ ADDITIONS



III. WORK SESSION



IV. CONSENT AGENDA



Paid Invoice Report

For the Period: 10/1/2023 through 10/31/2023

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:			
Total Debt Payments:			-
PERSI	Retirement Payment	10/2/2023	20,901.46
457(b)	Retirement Payment	10/4/2023	1,351.78
CCDC Employees	Direct Deposits Net Pay	10/4/2023	41,146.30
EFTPS - IRS	Federal Payroll Taxes	10/4/2023	16,554.94
Idaho State Tax Commission	State Payroll Taxes	10/4/2023	2,570.00
Idaho Dept of Labor	Q3 SUTA Payment	10/5/2023	526.22
PERSI	Retirement Payment	10/16/2023	20,820.24
457(b)	Retirement Payment	10/18/2023	1,351.78
CCDC Employees	Direct Deposits Net Pay	10/18/2023	40,957.44
EFTPS - IRS	Federal Payroll Taxes	10/18/2023	16,479.40
Idaho State Tax Commission	State Payroll Taxes	10/18/2023	2,555.00
PERSI	Retirement Payment	10/30/2023	22,878.31
Total Payroll Payments:			188,092.87
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	10/31/2023	3,838,140.49

Total Cash Disbursements: \$ 4,026,233.36

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

Joey Chen

Finance Director

11/3/2023

Date

John Brunelle

Executive Director

11/3/23

Date

Report Criteria:

Detail report type printed

Check.Voided = No

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
4212	6th and Grove Investors LL	FY23 T2 PO2	116 S. 6th St. - The Thoma	09/30/2023	91,075.04	13127	10/31/2023
	Total 4212:				91,075.04		
4182	A. W. Rehn & Assoc Inc	IN000017875	COBRA Annual payment	10/01/2023	150.00	64428	10/01/2023
	Total 4182:				150.00		
4136	Abbey Louie LLC	360	Management Training FY2	09/01/2023	5,000.00	13128	10/31/2023
	Total 4136:				5,000.00		
3871	ABC Stamp Signs & Award	0570349	Notary black stamp: Lawre	09/28/2023	93.00	64453	10/27/2023
		0570439	Name plate & holder- Alex	10/04/2023	20.85	64453	10/27/2023
	Total 3871:				113.85		
4082	Acme Fast Freight	1600012798	11th & Front garage CAM e	09/01/2023	2,499.23	13129	10/31/2023
		1600012984	11th & Front garage CAM e	10/01/2023	2,499.23	13129	10/31/2023
	Total 4082:				4,998.46		
1139	American Cleaning Service	1581	Hampton Inn - Garage Win	10/11/2023	440.00	13111	10/30/2023
	Total 1139:				440.00		
3838	American Fire Protection L	15438	Monthly pump inspection &	08/31/2023	200.00	64454	10/27/2023
		15591	Monthly pump inspection &	09/29/2023	200.00	64454	10/27/2023
	Total 3838:				400.00		
1316	Blue Cross of Idaho	2325450001	Health Insurance - Oct23	10/01/2023	31,320.16	64429	10/01/2023
	Total 1316:				31,320.16		
1385	Boise City Utility Billing	X1177 OCT2	848 Main St # 0447416001	10/01/2023	9.57	13151	10/26/2023
	Total 1385:				9.57		
4022	Boxcast Inc	B57F3A3-00	storage fees	08/31/2023	39.97	13098	10/01/2023
		B57F3A3-00	Legacy Value Bundle FY24	10/01/2023	359.88	13098	10/01/2023
		B57F3A3-00	Enhanced Plan - Streamin	10/01/2023	1,199.88	13098	10/01/2023
		B57F3A3-00	storage fees	09/30/2023	40.77	13112	10/30/2023
	Total 4022:				1,640.50		
4134	Cable ONE	9292023121	Block 68 Catalytic Redevel	09/30/2023	16,089.70	64455	10/27/2023
	Total 4134:				16,089.70		
3655	Capital City Development	1010 W JEF	1010 W Jefferson Funds Tr	10/01/2023	31,000.00	64456	10/27/2023
		421 N 10TH	421 N 10th Funds Transfer	10/01/2023	6,400.00	64457	10/27/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3655:					37,400.00		
3816	Capitol Landscape Inc.	5.19.2023	6th & Main Replace Tree gr	08/01/2023	360.00	13113	10/30/2023
		6.5.2023	12th & Main Replace Tree	08/01/2023	176.66	13113	10/30/2023
		6.5.2023	12th & Jefferson Replace tr	08/01/2023	176.68	13113	10/30/2023
		6.5.2023	6th & Main Replace Tree gr	08/01/2023	176.66	13113	10/30/2023
Total 3816:					890.00		
3712	Car Park	AUG23	10th & Front - Grove	08/31/2023	24,804.22	13130	10/31/2023
		AUG23	9th & Front - City Centre	08/31/2023	38,000.12	13130	10/31/2023
		AUG23	9th & Main - Eastman	08/31/2023	35,615.18	13130	10/31/2023
		AUG23	Cap & Main - Cap Terrace	08/31/2023	45,102.19	13130	10/31/2023
		AUG23	Cap & Myrtle - Myrtle	08/31/2023	18,387.91	13130	10/31/2023
		AUG23 DUE	Settle undeposited funds M	09/30/2023	31,571.50	13130	10/31/2023
		TCP EVL SE	TCP Bonus FY23	09/30/2023	2,706.00	13130	10/31/2023
Total 3712:					196,187.12		
1556	Caselle Inc.	127097	Contract support - Oct 202	10/01/2023	748.00	64430	10/01/2023
Total 1556:					748.00		
1595	City of Boise	IL2177	Downtown Core Maint - R	10/01/2023	2,155.31	64458	10/27/2023
		IL2177	Downtown Core Maint - W	10/01/2023	1,560.75	64458	10/27/2023
		IL2185	Trash - RMOB	09/30/2023	367.46	64458	10/27/2023
		IL2185	Trash - WS	09/30/2023	180.99	64458	10/27/2023
Total 1595:					4,264.51		
4213	Clapier Construction Comp	10937	11th Street ELI Vault Adjust	08/01/2023	2,900.00	64459	10/27/2023
Total 4213:					2,900.00		
1643	Community Planning Assoc	72	FY24 1st qtr Membership	10/01/2023	2,450.00	13114	10/30/2023
Total 1643:					2,450.00		
4198	Consurco Inc.	1457	10th & Front Garage Struct	09/20/2023	97,843.00	13131	10/31/2023
		1457	CO1 10th & Front Garage	09/20/2023	9,483.00	13131	10/31/2023
		1457	CO2 10th & Front Garage	09/20/2023	11,424.00	13131	10/31/2023
Total 4198:					118,750.00		
3947	Crane Alarm Service	113288	WO #23945 Induct Smoke	09/29/2023	145.00	64460	10/27/2023
		114179	WO #23971	10/04/2023	145.00	64460	10/27/2023
Total 3947:					290.00		
1703	CSHQA	39896	Bannock Street Streetscap	09/30/2023	23,392.25	13132	10/31/2023
		39896	Bannock Street Streetscap	09/30/2023	12,974.00	13132	10/31/2023
Total 1703:					36,366.25		
4151	Desman Inc	D23051	10th & Front Structural Da	08/31/2023	1,940.00	13133	10/31/2023
		D23052	10th & Front Structural Da	08/31/2023	39.99	13133	10/31/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		D23054	10th & Front Structural Da	09/30/2023	2,910.00	13133	10/31/2023
		D23055	10th & Front Structural Da	09/30/2023	448.32	13133	10/31/2023
	Total 4151:				5,338.31		
1838	Elam & Burke P.A.	204592	Units 401/102 Civic Partner	09/30/2023	400.00	13134	10/31/2023
		204593	River Myrtle Termination	09/30/2023	1,650.00	13134	10/31/2023
		204594	Block 68	09/30/2023	11,552.05	13134	10/31/2023
		204595	101-0 General	09/30/2023	656.92	13134	10/31/2023
	Total 1838:				14,258.97		
4240	Fairview Partners LLC	FY23 T1 PO2	1655 W. Fairview Ave. - Off	09/30/2023	200,000.00	13135	10/31/2023
	Total 4240:				200,000.00		
4191	Fimbel, Amy	8.18.23 MILE	Mileage Reimb	08/31/2023	19.65	13107	10/06/2023
	Total 4191:				19.65		
4242	Fireman's Fund Insurance	771955	Commercial package FY24	10/01/2023	66,566.00	64461	10/27/2023
		771956	Commercial package FY24	10/01/2023	12,384.84	64461	10/27/2023
		771956	Commercial package FY24	10/01/2023	161.84	64461	10/27/2023
		771956	Commercial package FY24	10/01/2023	11,432.16	64461	10/27/2023
		771956	Commercial package FY24	10/01/2023	76.16	64461	10/27/2023
	Total 4242:				90,621.00		
1982	GGLO LLC	#25 2021031	Linen Blocks on Grove St -	09/30/2023	13,289.75	13136	10/31/2023
	Total 1982:				13,289.75		
4222	Gilao Consulting LLC	9-SEP23	On-call professional servic	09/30/2023	2,300.00	13115	10/30/2023
	Total 4222:				2,300.00		
3695	Guho Corp.	21044-07	Old Boise Blocks on Grove	09/30/2023	5,695.81	13137	10/31/2023
		230101021-0	Linen Blocks on Grove SS	09/30/2023	269,493.58	13137	10/31/2023
		230101021-0	Linen Blocks on Grove SS	09/30/2023	62,424.21	13137	10/31/2023
		230101051-0	521 W Grove Public CMG	09/30/2023	918.00	13137	10/31/2023
	Total 3695:				338,531.60		
3853	Hawkins Companies LLC	10152023	Cap T. Condo: Oct - Dec 2	10/01/2023	16,353.32	64462	10/27/2023
	Total 3853:				16,353.32		
4115	HDR Engineering Inc	1200559379	Main & Fairview Transit Sta	09/30/2023	7,676.08	13138	10/31/2023
	Total 4115:				7,676.08		
3826	Idaho Airships Inc.	7138/7329	Aerials downtown Boise co	09/24/2023	530.00	13116	10/30/2023
	Total 3826:				530.00		
2165	Idaho Power	X6607 SEP2	9th St outlets #220040660	09/30/2023	3.51	13149	10/23/2023
		X7995 SEP2	9th & State # 2201627995	09/30/2023	3.51	13110	10/19/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 2165:					7.02		
3900	Idaho Records Manageme	0156727	Records Storage	10/02/2023	45.00	13117	10/30/2023
Total 3900:					45.00		
4226	Idaho Site Works LLC	230052-APP	Fulton Street Improvement	09/30/2023	71,545.60	64463	10/27/2023
		230052-APP	CO1 Fulton Street Improve	09/30/2023	2,425.00	64463	10/27/2023
Total 4226:					73,970.60		
4189	IEC Group	INVP132715	HR Select Membership Pa	10/01/2023	3,708.00	13118	10/30/2023
Total 4189:					3,708.00		
3808	Jed Split Creative	2667	Participation Program Appli	09/28/2023	308.05	64464	10/27/2023
		2668	Business Cards	09/28/2023	90.65	64464	10/27/2023
		2668	Organization Chart	09/28/2023	37.05	64464	10/27/2023
		2668	Anniversary Gift	09/28/2023	66.60	64464	10/27/2023
		2668	Shipping Fees	09/28/2023	28.00	64464	10/27/2023
		2669.	Rebuild 11th St Maps & Sig	09/28/2023	593.28	64464	10/27/2023
		2669.	Rebuild 11th St Maps & Sig	09/28/2023	593.27	64464	10/27/2023
		2670	Rebuild Linen Blocks on Gr	09/28/2023	4,446.00	64464	10/27/2023
		2671.	FY2024-2028 CIP and Par	09/28/2023	7,474.92	64464	10/27/2023
		2672	City Council Presentation	09/30/2023	1,527.60	64464	10/27/2023
Total 3808:					15,165.42		
2288	Jensen Belts Associates	2105 CD-11	Old Boise Blocks on Grove	09/30/2023	26,188.38	13139	10/31/2023
		2114 CA-13	11th Street Bikeway & Stre	08/31/2023	1,540.00	13139	10/31/2023
		2114 CA-13	11th Street Bikeway & Stre	08/31/2023	1,540.00	13139	10/31/2023
		2114 CA-13	11th Street Bikeway & Stre	08/31/2023	5,276.25	13139	10/31/2023
		2114 CA-13	11th Street Bikeway & Stre	08/31/2023	5,493.75	13139	10/31/2023
		2114 CA-14	11th Street Bikeway & Stre	09/30/2023	1,320.00	13139	10/31/2023
		2114 CA-14	11th Street Bikeway & Stre	09/30/2023	1,320.00	13139	10/31/2023
		2114 CA-14	11th Street Bikeway & Stre	09/30/2023	12,740.90	13139	10/31/2023
		2114 CA-14	11th Street Bikeway & Stre	09/30/2023	15,026.25	13139	10/31/2023
		2244-10	521 W Grove Public Space	09/30/2023	32,585.50	13139	10/31/2023
		2323-1	3rd Street Streetscape Imp	09/30/2023	13,123.63	13139	10/31/2023
Total 2288:					116,154.66		
3940	John Brunelle	SEP 20 2023	IEDCC Dallas 2023 Transp	09/03/2023	407.76	13150	10/26/2023
Total 3940:					407.76		
3913	Kimley-Horn and Associate	26007728	Rooftop Solar Feasibility St	08/31/2023	21,641.75	13140	10/31/2023
		26044797	Rooftop Solar Feasibility St	09/30/2023	12,538.93	13140	10/31/2023
		26046914	Block 68 Parking Consultin	09/30/2023	1,300.00	13140	10/31/2023
Total 3913:					35,480.68		
2360	Kittelson & Associates Inc.	0139826	8th St Streetscape, State t	09/30/2023	31,343.75	13141	10/31/2023
		0139826	8th St Streetscape, State t	09/30/2023	5,150.00	13141	10/31/2023
		138581-ACH	5th St. and 6th St. 2-Way C	07/31/2023	39,375.93	13141	10/31/2023
		139339-ACH	5th St. and 6th St. 2-Way C	08/31/2023	19,153.94	13141	10/31/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
		139339-CCD	5th St. and 6th St. 2-Way C	08/31/2023	12,918.86	13141	10/31/2023
		139835-ACH	5th St. and 6th St. 2-Way C	09/30/2023	58,283.76	13141	10/31/2023
		139835-CCD	5th St. and 6th St. 2-Way C	09/30/2023	21,203.74	13141	10/31/2023
	Total 2360:				187,429.98		
3439	KPFF Consulting Engineer	489201	9th & Front Garage Tier 1	08/31/2023	195.00	13119	10/30/2023
	Total 3439:				195.00		
3950	McAlvain Construction Inc.	12101025-1	11th Street Bikeway & Stre	09/30/2023	152,045.19	13142	10/31/2023
		12101025-1	11th Street Bikeway & Stre	09/30/2023	8,769.00	13142	10/31/2023
		12101025-1	11th Street Bikeway & Stre	09/30/2023	984.00-	13142	10/31/2023
		12101025-2	11th Street Bikeway & Stre	09/30/2023	107,907.69	13142	10/31/2023
		12101025-2	11th Street Bikeway & Stre	09/30/2023	7,726.00	13142	10/31/2023
		12101025-2	11th Street Bikeway & Stre	09/30/2023	16,488.00	13142	10/31/2023
	Total 3950:				291,951.88		
2186	McClatchy Company LLC	214238	Legal Notices	09/30/2023	179.39	13120	10/30/2023
	Total 2186:				179.39		
4239	Mountain West Bank	FY23 T3 PO2	1010 W. Main St. - Averyl T	09/30/2023	1,179,180.58	64465	10/27/2023
	Total 4239:				1,179,180.58		
4238	ParkBOI	93886	Reimburse temporary parki	10/01/2023	4,500.00	64466	10/27/2023
	Total 4238:				4,500.00		
2774	Pro Care Landscape Mana	51134	Landscape Maintenance -	09/30/2023	588.00	13121	10/30/2023
		51135	Landscape Maintenance -	09/30/2023	232.00	13121	10/30/2023
		51136	Landscape Maintenance -	09/30/2023	58.00	13121	10/30/2023
		51137	Landscape Maintenance -	09/30/2023	58.00	13121	10/30/2023
	Total 2774:				936.00		
2798	QRS Consulting LLC	1880	ID Dept of Labor, 317 W M	09/30/2023	1,932.00	64467	10/27/2023
	Total 2798:				1,932.00		
3653	Redevelopment Associatio	M16006 FY2	Membership Dues for FY2	10/01/2023	1,200.00	64468	10/27/2023
		M16006 FY2	Legislative Contribution	10/01/2023	3,400.00	64468	10/27/2023
	Total 3653:				4,600.00		
3896	Rim View LLC	OCT 2023 R	Monthly Rent - Trailhead O	10/01/2023	16,178.73	64431	10/01/2023
	Total 3896:				16,178.73		
4231	Sawtooth Caulking Inc.	11427	10th & Front Garage Water	10/12/2023	248,482.00	13143	10/31/2023
	Total 4231:				248,482.00		
3796	Scheidt & Bachmann USA I	933003142	Sep23 Merchant Fees	09/30/2023	936.46	13122	10/30/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Total 3796:					936.46		
3542	Security LLC - Plaza 121	OCT2023	Office rent	10/01/2023	14,498.63	64432	10/01/2023
		OCT23 CAM	CAM CY23 - Oct	10/01/2023	375.17	64469	10/27/2023
Total 3542:					14,873.80		
3974	Stability Networks Inc.	45364	CORR IT Services - FY23	09/01/2023	3,200.00	13144	10/31/2023
		45737	IT Services - FY23	08/01/2023	3,200.00	13144	10/31/2023
		46318	CCDC Laptops x 12	08/28/2023	6,244.37	13144	10/31/2023
		46417	Azure Active Directory Pre	08/31/2023	6.00	13144	10/31/2023
		46417	Cisco Subscription	08/31/2023	5.84	13144	10/31/2023
		46417	Exchange Online	08/31/2023	40.00	13144	10/31/2023
		46417	M365 Apps for Business	08/31/2023	475.50	13144	10/31/2023
		46530	Microsoft 365 Migration Pr	09/19/2023	11,242.00	13144	10/31/2023
		46553	CORR IT Services - FY24	10/01/2023	3,200.00	13144	10/31/2023
		46662	Dell PowerEdge R530 & R	09/28/2023	803.79	13144	10/31/2023
		46778	Azure Active Directory Pre	09/30/2023	6.00	13144	10/31/2023
		46778	Cisco Subscription	09/30/2023	5.84	13144	10/31/2023
		46778	M365 Apps for Business	09/30/2023	475.50	13144	10/31/2023
		46778	Exchange Online	09/30/2023	40.00	13144	10/31/2023
Total 3974:					28,944.84		
3029	State Insurance Fund	27930424	Installment Premium	09/30/2023	796.00	64470	10/27/2023
Total 3029:					796.00		
4109	Syringa Networks LLC	020339	OCT internet & data	10/01/2023	654.24	13123	10/30/2023
Total 4109:					654.24		
3831	The Land Group Inc.	0150783	Fulton Street Improvement	09/30/2023	6,101.25	13145	10/31/2023
		0150783	Amend #1 Fulton St Improv	09/30/2023	2,190.00	13145	10/31/2023
		0150890	Boise Canal Multi-Use Pat	09/30/2023	563.00	13145	10/31/2023
		0150890	TO 19-004 Boise Canal Mu	09/30/2023	667.00	13145	10/31/2023
		0150900	Capital Blvd Streetscape &	09/30/2023	667.50	13145	10/31/2023
Total 3831:					10,188.75		
4074	The Potting Shed	22543	Interior plant maint	09/30/2023	65.00	64471	10/27/2023
Total 4074:					65.00		
3146	Title One Corporation	1010 W JEF	1010 W JEFFERSON EAR	10/11/2023	10,000.00	13109	10/13/2023
Total 3146:					10,000.00		
3170	Treasure Valley Coffee Inc	2160-098381	Water & Cooler Rental	10/10/2023	2.94	13124	10/30/2023
Total 3170:					2.94		
3233	United Heritage	02014-001 O	Disability insurance	10/01/2023	1,779.75	64472	10/27/2023
Total 3233:					1,779.75		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
3835	US Bank - Credit Cards	9.25.23	Insurance	09/25/2023	60.00	13105	10/11/2023
		9.25.23	Voice, data & webhosting	09/25/2023	1,368.46	13105	10/11/2023
		9.25.23	Office Supplies	09/25/2023	3,293.36	13105	10/11/2023
		9.25.23	computer& software suppli	09/25/2023	609.79	13105	10/11/2023
		9.25.23	Dues & Subscriptions	09/25/2023	2,201.15	13105	10/11/2023
		9.25.23	travel & meeting (non-local	09/25/2023	628.51	13105	10/11/2023
		9.25.23	Local meetings	09/25/2023	235.86	13105	10/11/2023
		9.25.23	agency-wide communicatio	09/25/2023	154.00	13105	10/11/2023
		9.25.23	Banking & Merchant Fees	09/25/2023	84.70	13105	10/11/2023
Total 3835:					8,635.83		
3864	USI Insurance Services N	4778096	CCDC D&O - FY2024	10/01/2023	35,920.00	13108	10/16/2023
		4778636	Bldg 8 Condo Comm Asso	10/01/2023	1,753.00	13108	10/16/2023
		4781411	CCDC Cyber Liab FY2024	10/01/2023	594.00	13108	10/16/2023
		4786623	CCDC EPL FY2024	10/01/2023	3,984.00	13108	10/16/2023
		4786627	CCDC Diff in Cond FY2024	10/01/2023	16,929.00	13108	10/16/2023
		4788746	CCDC Diff in Cond FY2024	10/01/2023	61,761.00	13108	10/16/2023
		4789517	Cap T D&O FY2024	10/01/2023	1,181.84	13108	10/16/2023
		4789517	Cap T D&O FY2024	10/01/2023	556.16	13108	10/16/2023
Total 3864:					122,679.00		
3242	Veolia (Suez Water Idaho)	4259SEP23	516 S 9th St irri #06006391	09/13/2023	89.39	13104	10/02/2023
Total 3242:					89.39		
4068	Veritas Material Consulting	2184	10th & Front Structural Da	09/30/2023	3,930.00	13146	10/31/2023
		2184	10th & Front Structural Da	09/30/2023	2,040.00	13146	10/31/2023
Total 4068:					5,970.00		
3997	Wash Worx	INV.001249	Tree grate removal & store	10/03/2023	500.00	13147	10/31/2023
		INV-001250	New Bollard on Basque Blo	10/03/2023	350.00	13147	10/31/2023
		INV-001251	WS 12 Bike rack restock	10/03/2023	3,640.00	13147	10/31/2023
		INV-001251	RMOB 12 Bike rack restoc	10/03/2023	3,640.00	13147	10/31/2023
Total 3997:					8,130.00		
4241	West End Holdings LLC	FY24 T1 PO2	101 S 27th St - KDP Corpo	10/13/2023	200,000.00	13148	10/31/2023
Total 4241:					200,000.00		
3365	Westerberg & Associates	274	Legislative Advisement Ser	09/30/2023	2,000.00	13125	10/30/2023
Total 3365:					2,000.00		
3374	Western States Equipment	IN002543880	Bldg 8 fire pump inspection	09/28/2023	306.41	64473	10/27/2023
		IN002543884	Bldg 8 generator maintena	09/28/2023	552.71	64473	10/27/2023
		IN002553429	Bldg 8 generator monthly i	10/06/2023	309.59	64473	10/27/2023
Total 3374:					1,168.71		
3990	Xerox Corporation	019828606	Copier Lease	09/30/2023	319.24	13126	10/30/2023
Total 3990:					319.24		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Amount	Check Number	Check Issue Date
Grand Totals:					<u>3,838,140.49</u>	A	

Report Criteria:

Detail report type printed

Check.Voided = No

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

I. CALL TO ORDER:

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

Roll Call attendance taken:

Present: Commissioner Drew Alexander, Commissioner Ryan Erstad, Commissioner Latonia Haney Keith, Commissioner Danielle Hurd, Commissioner Lauren McLean, Commissioner Rob Perez, 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; Karl Woods, Senior Project Manager – Capital Improvements; Kathy Wanner, Contracts Manager; Zach Piepmeyer, P.E., Parking & Mobility Director; Sandy Lawrence Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

Stephanie Johnson, Public Art Program Manager, City of Boise Arts & History, attended the meeting.

Jamile Shirley, Cultural Assets Program Manager, City of Boise Arts & History, attended the meeting.

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 August 2023
2. Approve Paid Invoice Report for September 2023

B. Minutes and Reports

1. Approve Meeting Minutes for August 14, 2023
2. Approve 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)

Commissioner McLean made a motion to approve the consent agenda.

Commissioner Perez seconded the motion.

Roll Call:

Commissioner Alexander - Aye

Commissioner Erstad: Aye (excepting Consent Agenda Item C.1. Commissioner Erstad abstained from voting on Consent Agenda Item C.1 as New Path 2 is an Erstad Architects project.)

Commissioner Haney Keith - Aye

Commissioner Hurd - Aye

Commissioner McLean - Aye

Commissioner Perez - Aye

Commissioner Townsend - Aye

The motion carried 7-0 for Consent Agenda Items (Except Consent Agenda Item C.1).

The motion carried 6-0-1 for Consent Agenda Item C.1.

IV. ACTION ITEM

A. CONSIDER Resolution 1838: Old Boise Blocks on Grove Street Streetscape Improvements Project, GMP No. 1 with Guho Corp

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

Commissioner Perez moved 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.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Alexander - Aye

Commissioner Erstad - Aye

Commissioner Haney Keith - Aye

Commissioner Hurd - Aye

Commissioner McLean - Aye

Commissioner Perez - Aye

Commissioner Townsend - Aye

The motion carried 7 - 0.

B. CONSIDER Designation: Public Art Deferred Maintenance. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History

Karl Woods, Senior Project Manager – Capital Improvements and Jamile Shirley, Cultural Assets Program Manager, City of Boise Arts & History, gave a report.

Commissioner Hurd moved to designate Public Art Deferred Maintenance as eligible for Type 4 assistance and directed the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board approval.

Commissioner Perez seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

C. CONSIDER Downtown Traffic Box Art. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History

Karl Woods, Senior Project Manager – Capital Improvements and Stephanie Johnson, Public Arts Program Manager, City of Boise Arts & History, gave a report.

Commissioner Hurd moved to designate Downtown Traffic Box Art as eligible for Type 4 assistance and directed the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board approval.

Commissioner Townsend seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

D. CONSIDER Resolution 1840: 1010 W. Jefferson St., Parcel No. R1013004556. Purchase and Sale Agreement with Block 68 South Development LLC

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

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

Commissioner Erstad seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

V. 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 was adjourned at 12:58 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 13th DAY OF NOVEMBER 2023.

Latonia Haney Keith, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: CONSIDER Resolution 1841: Memorandum of Understanding with the City of Boise for Housing Affordability Monitoring		Date: November 13, 2023
Staff Contact: Doug Woodruff, Development Director	Attachments: 1) Resolution 1841 2) Memorandum of Understanding between CCDC and the City of Boise 3) Template Affordability Covenant	
Action Requested: Approve Resolution 1841 to authorize the Agency Executive Director to execute the Memorandum of Understanding with the City of Boise for Housing Affordability Monitoring.		

Background:

CCDC's mission is to ignite diverse economic growth, build attractive urban centers, and promote healthy community designs. Since the early 2000's, it was recognized that the development of housing options plays a key role in fulfilling this mission. In 2003 and 2004, the Agency completed a Downtown Housing Analysis, Housing Design Workshop, and Housing Study to understand and address the growing need for a variety of housing options in Downtown. This work identified that due to market pressures on housing prices and the higher profit potential from market rate and luxury residential developments that it was unlikely that housing affordable to residents earning 80% to 140% of the Area Median Income (AMI) would be developed without intervention from the public sector. This general range of affordability is referred to as workforce housing.

In 2007, the CCDC Board of Commissioners adopted an official Workforce Housing Policy. This policy established that the provision of workforce housing is a public good, and that when CCDC advocates, facilitates, supports, and invests in workforce housing it is engaged in a public good. The Agency's Participation Program, adopted in 2013, further codified the specific ways in which CCDC can assist workforce housing developments. Under the program, rent restricted and/or income qualified units between 80% and 100% of the AMI can be provided by developers in exchange for increased assistance with public infrastructure or through a competitive disposition process of CCDC owned property.

Historically, CCDC accomplished the monitoring and compliance of these restricted workforce housing units, also referred to as covered units. From 2018 to 2022, this work consisted of monitoring 34 units. With the completion of several projects in 2023, including the Martha and the Hearth on Broad, 58 units currently require monitoring. By 2026, and the sunsetting of the Westside District, this is expected to jump to approximately 210 units. The increase in covered units, as well as many of the affordability covenants extending past the sunsetting of districts, presents an opportunity to explore a more efficient way of accomplishing this important work.

The City, through the Housing and Community Development Division (HCD), has a wide range of programs aimed at providing housing availability for all community members. As part of these efforts, HCD monitors and enforces compliance with affordability agreements related to projects utilizing the City's housing projects. This team of dedicated staff has the experience and capacity to monitor and enforce compliance with existing, and future, affordability covenants created through CCDC's Participation Program. The benefits of this partnership include standardization of monitoring and compliance methods in-line with best practices, predictability for developers and housing managers, and delivery of more needed workforce housing to the community to meet the goals of the City. To clearly delineate organizational roles, the City and CCDC wish to enter into a Memorandum of Understanding (MOU) for current and future covered units. This includes a Template Affordability Covenant which will be used for all future projects.

Memorandum of Understanding:

The MOU formalizes the purpose, scope, and responsibilities agreed to by CCDC and HCD regarding the monitoring and compliance of existing and future units covered by affordability covenants established under CCDC's Participation Program. It's important to note this MOU does not change CCDC's Participation Program in any way. It provides clarity for all parties involved in these partnerships how the requirements of the Participation Program will be carried out. The responsibilities of CCDC and HCD are summarized here:

- Responsibilities of CCDC: Continue to incentivize the creation of workforce housing units through the existing policies of the Participation Program. Assist HCD with enforcing compliance, including through the withholding of reimbursement payments where applicable. For future eligible projects, CCDC will utilize the Template Affordability Covenant.
- Responsibilities of HCD: Annually monitor covered units for compliance with rent restrictions and/or income qualification obligations as required by the project's affordability covenant. Enforce affordability covenants compliance terms to ensure rents are set appropriately and only properly income qualified households are residing in covered units.

The use of the Template Affordability Covenant is a key function of this MOU. It contains detailed terms of how monitoring of covered units shall take place and how the enforcement of those terms will be carried out in the event of non-compliance. These are in-line with current HUD best practices and match existing procedures for City housing projects.

Next Steps:

The terms, responsibilities, and obligations of CCDC and HCD will commence upon the execution of the MOU.

Fiscal Notes:

There is no fiscal impact to the Agency.

Staff Recommendation:

Approve Resolution 1841 authorizing the Executive Director to execute the Memorandum of Understanding with the City of Boise for Housing Affordability Monitoring

Suggested Motion:

I move to approve Resolution 1841 authorizing the Executive Director to execute the Memorandum of Understanding with the City of Boise for Housing Affordability Monitoring.

RESOLUTION NO. 1841

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 MEMORANDUM OF UNDERSTANDING FOR HOUSING AFFORDABILITY MONITORING; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND ATTEST SAID MEMORANDUM OF UNDERSTANDING SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE MEMORANDUM OF UNDERSTANDING SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, under the provisions of the Downtown Plans and as authorized by Idaho Code §50-2015, Agency may enter into cooperative agreements with public bodies to achieve the objectives of an urban renewal plan; and,

WHEREAS, in 2007, the Agency Board of Commissioners adopted Resolution 1085 adopting a Workforce Housing Policy to promote the creation of housing affordable to households earning between 80% and 140% of the Area Median Income ("AMI"). This policy recognizes that housing within this range is a public good and that when CCDC advocates, facilitates, supports, partners, and invests in workforce housing, it is engaged in a public good; and,

WHEREAS, the Agency's efforts under the Workforce Housing Policy aim to fill a naturally occurring gap in the marketplace that would otherwise be dominated by market-rate or luxury housing on one end of the affordability spectrum and publicly subsidized affordable housing on the other. The Agency's policy purposefully complements local and federal funding programs, which generally are available for projects targeting households earning below 80% AMI; and,

WHEREAS, the Agency Board of Commissioners has adopted the Participation Program Policy ("Participation Program") wherein the Agency can assist private and public development projects of any type, subject to policy requirements and Board approval, by funding improvements that benefit the public and are in the public rights-of-way or a permanent public easement area. The Participation Program includes incentives for housing developments that provide an agreed upon number of units serving households whose incomes are at or below 100% AMI. In exchange for developing projects which include these units, the Agency can provide development entities with increased funding for eligible public infrastructure built as part of a project; and,

WHEREAS, the City, through its Housing and Community Development Division ("HCD") of the Planning and Development Services Department, has a wide range of programs aimed at providing housing availability for all community members. As part of these efforts, HCD monitors and enforces compliance with affordability agreements related to projects utilizing the City's housing projects; and,

WHEREAS, in accordance with the Idaho Urban Renewal Law of 1965 and the Local Economic Development Act, the Agency operates within formally established urban renewal districts which are distinct geographical areas that exist for a defined period, typically 20 years, to allow for specific economic development efforts. The Participation Program can incentivize housing development within the urban renewal districts and involve certain affordability terms which may naturally extend past the termination date of an urban renewal district. HCD is not limited in its operations by the Idaho Urban Renewal Law of 1965 and the Local Economic Development Act and can conduct affordability monitoring and compliance activities as part of its work to achieve its goals of providing diverse housing at all levels of affordability; and,

WHEREAS, the Participation Program housing incentive, in partnership with HCD compliance capabilities, can deliver needed workforce housing to the community and provide a standardized monitoring and compliance program for participating developers and property managers; and,

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

WHEREAS, on August 29, 2023, the Boise City Council adopted its Resolution 461-23 approving the Memorandum of Understanding for Housing Affordability Monitoring; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve the Memorandum of Understanding for Housing Affordability Monitoring and authorize the Executive Director to execute same.

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

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

Section 2: That the Memorandum of Understanding for Housing Affordability Monitoring (the "MOU"), a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the MOU and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the MOU, subject to representations by the Executive Director and Agency legal counsel that there is no default under the MOU and that all conditions precedent to actions and any necessary technical changes to the MOU or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the MOU and the comments and discussions received at the November 13, 2023 Agency Board meeting.

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 November 13, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on November 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Latonia Haney Keith, Chair

By: _____
Lauren McLean, Secretary

MEMORANDUM OF UNDERSTANDING FOR HOUSING AFFORDABILITY MONITORING

This MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into on August 29, 2023 (the "Effective Date"), by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code, as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation, by and through its Housing and Community Development Division ("City"). CCDC and City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. In 2007, the CCDC Board of Commissioners adopted Resolution 1085, a Workforce Housing Policy, to promote the creation of housing affordable to households earning between 80% and 140% of the Area Median Income ("AMI"). This policy recognizes that housing within this range is a public good and that when CCDC advocates, facilitates, supports, partners, and invests in workforce housing, it is engaged in a public good.

B. CCDC's efforts under the Workforce Housing Policy aim to fill a naturally occurring gap in the marketplace that would otherwise be dominated by market-rate or luxury housing on one end of the affordability spectrum and publicly subsidized affordable housing on the other. CCDC's policy purposefully complements local and federal funding programs, which generally are available for projects targeting households earning below 80% AMI.

C. The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy ("Participation Program") wherein CCDC can assist private and public development projects of any type, subject to policy requirements and Board approval, by funding improvements that benefit the public and are in the public rights-of-way or a permanent public easement area. The Participation Program includes incentives for housing developments that provide an agreed upon number of units serving households whose incomes are at or below 100% AMI. In exchange for developing projects which include these units, CCDC can provide development entities with increased funding for eligible public infrastructure built as part of a project.

D. The City, through the Housing and Community Development Division ("HCD"), has a wide range of programs aimed at providing housing availability for all community members. As part of these efforts, HCD monitors and enforces compliance with affordability agreements related to projects utilizing the City's housing projects.

E. In accordance with the Idaho Urban Renewal Law of 1965 and the Local Economic Development Act, CCDC operates within formally established urban renewal districts, which are distinct geographical areas that exist for a defined period, typically 20 years, to allow for specific economic development efforts. The Participation Program can incentivize housing development within the urban renewal districts and involve certain affordability terms which may naturally extend past the termination date of an urban renewal district. HCD is not limited in its operations by the Idaho Urban Renewal Law of 1965 and the Local Economic Development Act and can conduct affordability monitoring and compliance activities as part of its work to achieve its goals

of providing diverse housing at all levels of affordability.

F. The CCDC Participation Program housing incentive, in partnership with HCD compliance capabilities, can deliver needed workforce housing to the community and provide a standardized monitoring and compliance program for participating developers and property managers.

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

AGREEMENT

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

1. Purpose and Scope.

The purpose of this MOU is to memorialize the Parties' agreement concerning the monitoring of certain affordability restrictions in housing developments utilizing Participation Program housing incentives, including in-service properties and properties to be developed.

CCDC has been able to incentivize the development of affordable housing in the City of Boise by requiring affordability restrictions on certain housing units (the "Covered Units") in developments that receive reimbursement through the Participation Program. Looking forward, CCDC desires to continue incentivizing the development of affordable housing with the City's assistance in monitoring the affordability restrictions on the Covered Units.

The period for which Participation Program-assisted developments are required to maintain the Covered Units may vary and shall be referred to by the Parties as the "Affordability Period." As required by the affordability covenants that are recorded against the developments, using information provided by the developer or the property management company, the City shall monitor each development at least annually to ensure compliance with the applicable affordability covenant.

2. Affordability Period; Covered Units.

CCDC's ability to incentivize the development of affordable housing in the City of Boise through the Participation Program contemplates a negotiated exchange between a developer and CCDC based on policy requirements and Board approval. Therefore, the Parties hereto expressly agree that both the Affordability Period and the number of Covered Units in a development assisted by CCDC's Participation Program and monitored by the City in accordance with this MOU shall be at the sole discretion of CCDC.

3. Affordability Covenant.

Both Parties agree that the template Affordability Covenant, attached as Exhibit A, meets the needs of both Parties and achieves CCDC's desired affordability objectives and requirements.

Both Parties acknowledge that the Affordability Covenant provides mutual authority to carry out respective responsibilities and obligations. CCDC agrees to utilize the Affordability Covenant when applicable, and with minimal changes, in housing developments that receive reimbursement through the Participation Program and with an Affordability Covenant.

4. Existing Affordability Agreements.

The Parties hereto acknowledge that Affordability Agreements were put into place prior to the Effective Date of the MOU that may not meet all standards and requirements of this MOU or the template Affordability Covenant. The City agrees to accept the monitoring and compliance responsibilities for these existing agreements and to carry out the MOU monitoring obligations in accordance with the terms of the existing agreements. In the event the terms of the existing agreements conflict with the obligations under this MOU, the City agrees the terms of the existing agreements shall control.

The five (5) housing developments with existing Affordability Covenants are as follows:

- a. Ash & River Townhomes – 505 S. Ash St.
- b. Hearth on Broad Apartments – 406 S. 4th St.
- c. The Martha Apartments – 1721 W. Idaho St.
- d. 16th & State Apartments – 1522 W. State St.
- e. Block 69 Workforce Housing – 1103-1177 W. State St.

5. Responsibilities and Obligations of CCDC.

CCDC agrees to the following responsibilities and obligations for housing developments that receive reimbursement through the Participation Program and have a recorded Affordability Covenant:

- a. Negotiate and require, by way of an Affordability Covenant recorded against the property and Participation Program Agreement, a percentage of the housing units to be designated Covered Units (or similar name designation) in accordance with its Participation Program policy.
- b. Provide the City with the Participation Program Agreement, Affordability Covenant, and any other relevant documentation between CCDC, the developer, or the property management company as it relates to the establishment of the Covered Units.
- c. Make best efforts to assist the City in enforcing the Affordability Covenants, as requested by the City, by withholding reimbursement payments to any Participation Program-assisted housing development that is non-compliant with its recorded Affordability Covenant including failure to provide Annual Reports as defined in the Affordability Covenant.

6. Responsibilities and Obligations of the City.

The City agrees to the following responsibilities and obligations for housing developments that receive reimbursement through the Participation Program and have a recorded Affordability Covenant:

- a. Make best efforts to acquire from the developer or property management company any necessary financial information of tenants or prospective tenants to conduct at least annual monitoring of income qualifications as required by the Affordability Covenant.
- b. Monitor a Property at least annually to ensure accuracy and compliance of all household income qualifications as required by the Affordability Covenants for Covered Units based on the financial information provided by the developer or the property management company for the duration of the Affordability Periods for housing developments. For Properties with less than 5 Covered Units, all Covered Units will be monitored. For Properties with greater than 5 Covered Units, a sample of no less than 25% of the Covered Units will be monitored in the discretion of the City.
- c. Complete income qualification verification monitoring for Covered Units in existing property developments at least annually listed above as required by the respective Affordability Covenants based on rent rolls or on-site review of client files and income verifications at the City's discretion.
- d. By June 1st of each year, notify CCDC of compliance or non-compliance of Covered Units within housing developments with the Affordability Covenant restrictions based on monitoring completed by the City.
- e. Enforce Affordability Covenants by requiring that the developer or property management company correct rents appropriately, place only households that have been income-qualified in Covered Units, and remove households or modify Covered Units as appropriate to maintain compliance with Affordability Covenants.
- f. Use the information provided by the developer or the property management company pursuant to this MOU for the limited purpose of monitoring household income qualification and rent-restriction verification.

7. Term and Termination.

This MOU shall commence on the Effective Date indicated above and shall continue until either Party to this MOU desires to terminate the MOU. Either party may terminate this MOU for any reason which termination shall be effective 30 days after such terminating Party provides notice of its intention to terminate.

8. Legal Compliance.

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. If at any time either Party is unable to perform their duties or responsibilities under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

9. Notices.

All notices given pursuant to this MOU shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service, postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to the City: Compliance Manager, City of Boise

Division of Housing and Community Development
150 N. Capital Blvd.
Boise, Idaho 83702
monitoring@cityofboise.org

If to CCDC:

Development Director
Capital City Development Corporation
121 N. 9th St., Suite 501
Boise, Idaho 83702
info@ccdcb Boise.com

10. Governing Law.

This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

11. Indemnification and Limitation of Liability.

Each Party acknowledges that the other is an Idaho government entity as defined in the Idaho Tort Claims Act and that each Party's liability is at all times limited as required by Idaho law, including the Idaho State Constitution and the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive. Nothing in this agreement shall be deemed to constitute a waiver by either Party of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Furthermore, no Party shall be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of that Party or its employees.

12. Assignment.

The Parties shall not have the authority to assign and delegate their responsibilities and obligations in this MOU without the written permission of the other Party. If a Party elects to assign or delegate any of its responsibilities found in this MOU, it shall notify the other Party and provide them with the details of the assignment or delegation for approval.

13. No Joint Venture or Partnership.

The Parties agree that nothing contained in this MOU or in any document executed in connection with this MOU shall be construed as making the Parties a joint venture or partners.

14. Promotion of MOU.

Both Parties may promote their involvement in this MOU, including information posted on websites and social media, as each Party deems appropriate.

15. Authorization and Execution.

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU. By the signature of its authorized representative on this MOU, each Party declares and warrants that they are authorized to execute this MOU on behalf of their respective agencies.

End of Memorandum of Understanding | *Signatures on following page.*

IN WITNESS WHEREOF, the Parties have hereunto caused this MOU to be effective as of the date first written above.

FOR THE CITY OF BOISE CITY:

By: Lauren McLean
Lauren McLean, Mayor

Date: 8/29/2023

Approved as to form:

Tyler Powers 8/23/2023
Tyler Powers, Deputy City Attorney

ATTEST:

Lynda Lowry
Lynda Lowry, Ex-Officio City Clerk

Date: 8/29/2023



FOR THE URBAN RENEWAL AGENCY OF BOISE CITY:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

Mary Watson, General Counsel

Date: _____

EXHIBITS

A: Template – Affordability Covenant

EXHIBIT A
Template Affordability Covenant

Recording requested by, and return to:

Compliance Program Manager
Boise City Housing and Community Development
PO Box 500
Boise, Idaho 83701-0500
208-608-7100
monitoring@cityofboise.org

(Space Above for Recorder's Use)

AFFORDABILITY COVENANT

This Affordability Covenant (“**Affordability Covenant**”) is made effective as of the date this Affordability Covenant is recorded in the real property records of Ada County, Idaho (“**Effective Date**”) by **NAME OF DEVELOPER**, an **TYPE OF BUSINESS ENTITY** (“**Developer**”), and such successors in interest and assignees, for the benefit of City of Boise City, an Idaho municipal corporation (“**City**”). For good and valuable consideration, and for the covenants, duties, and obligations herein set forth, the sufficiency of which consideration is hereby acknowledged, City and Developer agree as follows:

RECITALS

- A. The Urban Renewal Agency of Boise, City, Idaho, also known as Capital City Development Corporation (“Agency”) has agreed to provide financial assistance benefitting the Property through the Agency’s Participation Program.
- B. As a part of the Agency’s assistance, Developer and City desire to enter certain terms and conditions of the Affordability Covenant recorded against the Property as set forth herein.

BASIC TERMS

1. **Definitions.** As used herein, these terms shall have the following definitions:

- 1.1 “**Property**” The real property that is located at **ADDRESS OF SITE**, more fully described on Exhibit A - Legal Description, attached and incorporated by reference.
- 1.2 “**Commencement Date**” The issuance date of the first certificate of occupancy (temporary or permanent) for **NUMBER OF UNITS (XX)** residential units constructed on the Property.
- 1.3 “**Expiration Date**” **Thirty (30)** years after the Commencement Date.
- 1.4 “**Covered Units**” **NUMBER OF UNITS (XX)** residential units comprised of **NUMBER OF SIZED UNITS**.
- 1.5 “**Income Qualification**” Tenants with a household income that does not exceed **100%**

AMI for the applicable household size. “AMI” means the then-current “Area Median Income” for Tenant’s household size published by the U.S. Department of Housing & Urban Development (HUD) (or its successor index).

1.6 “**Rent Limit**”

Monthly rent for a Covered Unit must not exceed 30% of **100% AMI** minus the standard utility allowance from the Boise City Ada County Housing Authorities’ then-current annual Utility Allowance Schedule based on household size for the then-current fiscal year for the unit type, regardless of the actual income of the Tenant. City will publish the applicable monthly rent limits for each Covered Unit from which the standard utility allowance shall be subtracted.

1.7 “**Tenant**”

All persons that lease or occupy a Covered Unit as a dwelling, whether or not the persons are related.

STANDARD TERMS

2. **Term.** Developer’s obligations under this Affordability Covenant will commence on the Commencement Date and, subject only to Section 7 and Section 12 hereof, will automatically expire on the Expiration Date. After the Expiration Date, City agrees to execute any confirmation of the expiration of this Affordability Covenant that is reasonably requested by Developer.
3. **Covered Units.** From the Commencement Date, Developer agrees to maintain, market, lease, and operate not less than **number of covered units (X)** Covered Units consisting of the sizes as herein defined on the terms set forth in this Affordability Covenant.
4. **Income Qualification.** Each Covered Unit must be occupied (or, if unoccupied, made available for occupancy) by a Tenant with gross household income that meets the Income Qualification. Developer will verify that each Tenant meets the Income Qualification, which verification may be by any reasonable method, including Tenant’s production of reasonable evidence of Tenant’s income and Tenant’s self-certification that Tenant income statements to Developer are true and correct in all material respects. Developer must annually re-verify each Tenant’s Income Qualification.
 - (a) Upon annual verification, if the income of a Tenant occupying a Covered Unit increases to greater than **100% AMI**, Developer must redesignate an equivalent, vacated market-rate unit as a Covered Unit (e.g. studio unit for a studio unit). If no equivalent market-rate unit is immediately available, Developer shall designate the first available such unit as a Covered Unit.
 - (b) An increase in a Tenant’s income should not constitute cause for termination of or refusal to renew a lease.

5. **Rent Limitation.** To maintain the Covered Units as affordable for the target income group, Developer may not charge monthly rent for a Covered Unit that exceeds Rent Limit for the unit type (regardless of the actual income of the Tenant). As used herein, “rent” includes base rent, basic water, sewer and trash collection services, charges for gas, electricity, other utilities, and services as shown in the then current Utility Allowance Schedule published by the Boise City Ada County Housing Authorities on their website. Rent excludes charges for telephone and internet. If the Developer includes the cost of gas, electricity, or other utilities and services in the rent for Covered Units in the Property, the Developer need not deduct the Utility Allowance from the Covered Unit’s Rent Limit. If the Developer includes the cost of telephone or internet in the rent for the Covered Unit, then Developer may increase the rent for each Covered Unit to include the Developer’s reasonable estimate of the Covered Unit’s proportionate share of the costs of the included telephone and internet charges in the rent.
6. **Tenant Qualifications.** Nothing in this Affordability Covenant will require Developer to lease any Covered Unit to a Tenant that does not meet Developer’s then-current tenant selection criteria for the Property (other than limited income as permitted herein), and nothing in this Affordability Covenant limits Developer’s right to enforce the terms of any lease or other agreement with a Tenant.
7. **Annual Reports.** After the Commencement Date, Developer will provide City with a written report (in any form reasonably requested by City) by March 1 of each year that provides reasonable evidence that the Covered Units have been leased (or made available for lease) in compliance with this Affordability Covenant (as applicable) during the prior calendar year. The final annual report will be due by March 1 of the year after the Expiration Date. Representatives of City, or any of their representatives, shall have a reasonable right of access to all books, documents, papers, and records of Developer that are pertinent to any activity performed under this Affordability Covenant (without charges or fees), for the purpose of monitoring Developer's operation of the Property under the Affordability Covenant and auditing, examining, and taking excerpts and transcriptions.
8. **Notices.** All notices required to be given by either party under this Agreement must be in writing and may be sent by any reasonable method (including electronic mail, US Mail and hand delivery) to the addresses set forth herein. City may change its address by notice to Developer or general notice to public (including updates on City’s public website). Developer agrees to keep its current mailing address on file with City, the Ada County Assessor, and the Idaho Secretary of State (if applicable).

To City: Compliance Program Manager
Boise City Housing and Community Development
PO Box 500
Boise, Idaho 83701-0500
208-608-7100
monitoring@cityofboise.org

To Developer: Developer

Address
City, State Zip

If Developer no longer owns the Property, to the then current fee simple owner(s) of the Property on the records of the Ada County Assessor, at the address for the owner in the records of the City, Ada County Assessor or the Idaho Secretary of State.

9. **Compliance with Applicable Law.** Developer covenants that the Covered Units will be marketed, leased, and operated in compliance with applicable laws, including laws related to fair housing.
10. **Binding Effect.** This Affordability Covenant will be binding upon every person or entity having any fee, leasehold, or other interest in the Property. The term “Developer” means only the then-current fee simple owner of the Property. Each Developer is obligated to perform its obligations only during the time such Developer owns fee simple title to the Property. Any Developer who transfers its title to the Property is relieved of all liabilities for the obligations of Developer under this Affordability Covenant to be performed on or after the date of transfer and the obligations of the Developer transfer to the successor in interest, heir, or assign. It is the intent of this Affordability Covenant that the obligations of the Developer outlined in the Affordability Covenant run with the land. If Developer is composed of more than one person or entity, then all persons or entities comprising Developer will be jointly and severally obligated to perform the obligations of Developer under this Affordability Covenant.
11. **Modification.** This Affordability Covenant may not be modified except with the consent of City and Developer, and then only by written instrument duly executed, acknowledged, and recorded in the real property records of Ada County, Idaho.
12. **Default; Remedies.** Developer will be in default if it breaches the terms of this Affordability Covenant and fails to cure such breach within thirty (30) days after receipt of written notice from City stating specifically the violations of this Affordability Covenant (“**Default Notice**”); provided, however, that if the nature of the default is such that it cannot reasonably be cured within such thirty (30) day period, Developer will not be deemed to be in default if, within such thirty (30) day period, Developer commences the cure and thereafter diligently prosecutes the same to completion. In the event of Developer’s default, City shall have the following remedies:
 - (a) City shall have the right to bring an action against Developer for (i) specific performance of this Affordability Covenant and (ii) the extension of the term of this Affordability Covenant for a period equal to the period that Developer was not in compliance of this Affordability Covenant from the date of the Default. In the event City prevails on any such claim, City and Developer will execute and record a written instrument against the Property setting forth the extension of the term of this Affordability Covenant.
 - (b) Because of the irreparable harm caused by an actual or threatened breach of

the covenants herein and for which monetary damages may not be an adequate remedy, City shall be entitled to equitable relief including a temporary restraining order or an injunction without any requirement to (i) post a bond or other security or (ii) prove actual damages.

- (c) As liquidated and agreed damages for Developer's default, Developer shall pay the City (i) the difference between the rent to be charged (Rent Limitation) herein and the rent realized by Developer per Covered Unit during the entire period of default and (ii) an administrative charge of Two Thousand Five Hundred and 00/100s Dollars (\$2,500) per Covered Unit in default; the amount owing shall be without any deduction or offset of any Developer expenses in connection with leasing or administration including legal expenses, employee expenses, brokerage commissions, or the costs of reletting any Covered Unit to a qualifying Tenant.

These remedies, as well as any other remedies allowed by law or in equity, are preserved by the City and shall be cumulative and non-exclusive for breach of this Affordability Covenant. Any amounts due to the City by reason of default of the covenants and conditions herein and not paid by Developer to the City when due shall bear interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is higher until paid.

- 13. **Invalid Provisions.** If any provision of this Affordability Covenant is invalid, illegal, or unenforceable under the applicable law, then the provision will be deemed to be excised from this Affordability Covenant and the validity and enforceability of the remaining provisions of this Affordability Covenant will not be affected thereby.
- 14. **Interpretation.** Where the context requires, words importing the singular will include the plural and vice versa, and words importing persons will include entities. Headings are for convenience of reference only. Where the context requires, any reference to a person, entity or party will include the person's, entity's, or party's successors and permitted assigns. The word "include" or "including" are to be construed without limitation. Each party has been represented by legal counsel in drafting and negotiating this Agreement, so the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement. All exhibits hereto are incorporated herein.
- 15. **Force Majeure.** Developer will not be in default of this Affordability Covenant if any Covered Unit is not occupied (or made available for occupancy) for any reason beyond the reasonable control of Developer, such as casualty events or other damage to a Covered Unit; provided, however, Developer covenants to restore the Covered Unit with reasonable diligence under the circumstances.
- 16. **No Third-Party Beneficiaries.** City is the only beneficiary of this Affordability Covenant. No Tenant will be a third-party beneficiary hereof, and no Tenant will have the right to enforce this Covenant. If any Tenant believes that Developer has not complied with the

terms of this Covenant, then the Tenant may notify City thereof. Nothing in this Affordability Covenant will give rise to a damages claim against Developer or City, it being the intent that the exclusive remedies for default are set forth in Section 12 hereof.

17. **Attorneys' Fees.** If any action is filed or instituted to interpret or enforce the terms of this Affordability Covenant, the prevailing party will be entitled to receive its reasonable attorneys' fees and litigation costs from the other party.
18. **Recordation.** City will record this Agreement (including all exhibits attached hereto) in the real property records of Ada County, Idaho.
19. **General.** This Affordability Covenant will be governed and construed in accordance with the laws of the State of Idaho. The failure of City to insist upon strict performance of any of the terms, Affordability Covenants, or conditions contained herein will not be deemed a waiver of any rights or remedies that City may have and will not be deemed a waiver of any subsequent breach or default in any of the terms, covenants or conditions contained herein by the same or any other person. Whenever the context so requires, the use of a gender will include all other genders, the use of the singular will include the plural, and the use of the plural will include the singular.

[end of text – counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date

City: CITY OF BOISE CITY,
an Idaho municipal corporation

By: _____
Lauren McLean
Mayor

ATTEST:

By: _____
Lynda Lowry
Ex Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

This record was signed before me on _____ by Lauren McLean as Mayor, and by Lynda Lowry as *Ex Officio* City Clerk, of City of Boise City.

Notary Signature
Commission Expires: _____

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date

Developer:

Developer Name
an Idaho limited liability company

By: Developer LLC,
an Idaho limited liability company

By: _____
Developer Manager

STATE OF IDAHO)
) ss.
County of Ada)

This record was signed before me on _____ by Developer

Notary Signature
Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ADDRESS, more particularly described as:



AGENDA BILL

Agenda Subject: Resolution 1842 approving the FY2024 Cooperative Agreement between Valley Regional Transit and Capital City Development Corporation for Public Transportation Financial Contribution		Date: November 13, 2023
Staff Contact: Zach Piepmeyer, P.E. Parking & Mobility Director	Attachments: Resolution 1842 FY2024 Cooperative Agreement for Public Transportation Financial Contribution	
Action Requested: Adopt Resolution 1842 approving the FY2024 Cooperative Agreement between Valley Regional Transit and Capital City Development Corporation for Public Transportation Financial Contribution		

Background:

The Agency commits annual financial support for Valley Regional Transit (VRT) for the enhancement of transit facility infrastructure within the active Districts and to support the City Go program, an all-inclusive association for mobility needs for businesses and individuals in downtown Boise which aims to reduce single occupant vehicle trips.

In FY2023, the Agency provided \$97,796 in financial support to VRT, which included \$60,000 to support the City Go program and \$37,796 for Transit Improvements.

For FY2024, the Agency anticipates supporting City Go and transit infrastructure improvements in active Districts with a specific contribution dedicated to the local match required for a RAISE Grant on State Street. The Agency Board co-sponsored VRT's RAISE Grant application with its Resolution 1758, approved April 11, 2022. In 2024, VRT anticipates making improvements to the State/Collister intersection with the RAISE Grant funds.

Fiscal Notes:

VRT has requested a total of \$125,196 from the Agency for FY2024. A breakdown of the requested funding from the Agency is as follows:

Item	Description	Amount
1	Regional Overhead & Services Support/Transit Improvements	\$6,916
2	Local Match for State Street Corridor Infrastructure RAISE Grant (State/Collister)	\$58,280
3	City Go Support	\$60,000
	Total:	\$125,196

The FY2024 budget includes adequate funds to cover the requested amount.

Staff Recommendation:

Adopt Resolution 1842 approving the FY2024 Cooperative Agreement between Valley Regional Transit and Capital City Development Corporation for Public Transportation Financial Contribution.

Suggested Motion:

I move to adopt Resolution 1842 approving the FY2024 Cooperative Agreement between Valley Regional Transit and Capital City Development Corporation for Public Transportation Financial Contribution.

RESOLUTION NO. 1842

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A COOPERATIVE AGREEMENT WITH VALLEY REGIONAL TRANSIT FOR THE AGENCY'S ANNUAL PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; 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 Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Agency has long recognized the importance and significance of the development of transportation services including alternative transportation modes within the established urban renewal districts as a critical component of revitalization; and,

WHEREAS, the Agency is responsible for the implementation of the Plans, which plans identify certain transportation goals and objectives and the establishment of transit, pedestrian, and bicycle facilities to encourage use of alternative means of transportation; and,

WHEREAS, under the provisions of the Plans and as authorized by Idaho Code § 50-2015, the Agency may enter into cooperative agreements with public bodies to achieve the objectives of an urban renewal plan; and,

WHEREAS, Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority; and,

WHEREAS, Valley Regional Transit develops funding requests through an approved cost allocation methodology. There are four categories involved in generating the initial funding request: general assessments, service and capital contributions, and special assessments; and,

WHEREAS, Valley Regional Transit has requested from the Agency the following contributions in Fiscal Year 2024: \$6,916 to contribute to support services and regional overhead; a special assessment of \$60,000 to support City Go; and \$58,280 to support the State Street Corridor Infrastructure capital project in the State Street Urban Renewal District; and,

WHEREAS, the Agency Board finds it to be in the best public interest to approve the Cooperative Agreement with Valley Regional Transit and authorize the Agency Executive Director to execute same.

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

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

Section 2: That the Cooperative Agreement between Valley Regional Transit and the Agency, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, be and the same is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Cooperative Agreement and to execute all necessary documents required to implement the actions contemplated by the Cooperative Agreement, subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Cooperative Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Cooperative Agreement and the comments and discussions received at the November 13, 2023, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Cooperative Agreement and to perform any and all other duties required pursuant to said Cooperative Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on November 13, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on November 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST

By: _____
Lauren McLean, Secretary

COOPERATIVE AGREEMENT
BETWEEN
VALLEY REGIONAL TRANSIT
AND
CAPITAL CITY DEVELOPMENT CORPORATION
FOR
PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION

THIS COOPERATIVE AGREEMENT ("**Agreement**") is entered into this 1st day of October 2023 by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code ("**Authority**"), and 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 ("**Member**")

RECITALS

- a. **Authority** is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of November 3, 1998 public referendum. **Authority** provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon counties.
- b. **Member** is the duly created and functioning urban renewal agency for Boise City, Idaho.
- c. Idaho Code § 40-2109(7) provides that **Authority** may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.
- d. Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority.
- e. **Authority** develops funding requests through an approved cost allocation methodology. There are four categories involved in generating the initial funding request: general assessments, service and capital contributions, and special assessments.
- f. **Authority** has requested from **Member**: **\$6,916** to contribute to support services and regional overhead; a special assessment of **\$60,000** to support City Go; and **\$58,280** to support the State Street Corridor Infrastructure capital project in **Member's** State Street Urban Renewal District. **Member** has budgeted an amount sufficient to pay these expenses, which represent the **Member's** proportionate share of support for services, capital, and regional overhead.
- g. **Authority** generally follows the allocation methodology to designate how **Member** contributions are used. However, Authority may leverage **Member** contributions as local match to optimize utilization of both local and federal sources of funding to ensure the most effective use of all revenue sources.

AGREEMENT

NOW, THEREFORE, in consideration of foregoing recitals, which are made a part of this **Agreement** and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Term

This **Agreement** shall be in effect from the 1st day of October 2023, and will terminate on the 30th day of September 2024, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this **Agreement** is:

- (a) For **Member** to pay **\$125,196** to **Authority** for Fiscal Year 2024 expenses pertaining to regional overhead, City Go and the State Street Corridor Infrastructure capital project required to support the regional transportation services within the **Member's** jurisdiction.
- (b) For **Authority** to use **Member's** contribution for capital and regional overhead expenses included in the annual FY2024 budget to support services within Member's jurisdiction.
- (c) For **Authority** to leverage **Member's** contribution with matching federal funding to optimize all revenue sources available for operations, capital, and regional overhead.

Section 3. Compliance

Authority, in using said **Member's** contribution shall comply with all conditions required by applicable federal, state and local laws and regulations, and shall maintain, in accordance with generally accepted accounting practices and principles, records and books of account regarding said assessments and operating costs.

Section 4. Payment

- (a) **Member** shall pay its annual contribution of **\$125,196** within 30 days of invoice.
- (b) **Authority** shall provide **Member** a financial reconciliation and a quarterly status report on capital or other special projects.
- (c) Payment shall be made directly to **Authority** at the following address, unless **Member** is notified in writing by **Authority** of a new address:

Valley Regional Transit
700 NE 2nd St Suite 100
Meridian, Idaho 83642

(d) **Member's** address, for the purpose of invoice, notice or correspondence, unless **Authority** is notified in writing by **Member** of a new address, is as follows:

Capital City Development Corporation
121 N 9th Street, Suite 501
Boise, Idaho 83702

Section 5. Contact Information

(a) **Authority** point of contact for this agreement is Jason Jedry, Chief Financial Officer, jjedry@valleyregionaltransit.org, 208.258.2709

(b) **Member** point of contact for this agreement is Zach Piepmeyer, Director – Parking & Mobility Director, zpiepmeyer@ccdcboise.com

Section 6. Miscellaneous

(a) Each party hereto represents and warrants that each person executing this **Agreement** on behalf of such party is, at the time of such execution, duly authorized to do so by such party's governing body and is fully vested with the authority to bind such party in all respects.

(b) If any provision of this **Agreement** is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties and shall survive the severed provisions.

(c) Except as provided otherwise herein, this **Agreement** and any attachments hereto constitute the entire **Agreement** between **Authority** and **Member** concerning the subject matter hereof. The provisions of this **Agreement** shall be construed as a whole and not strictly for or against any party.

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

(e) This **Agreement** is not intended to create, nor shall it in any way be interpreted or construed to create any third-party beneficiary rights in any person not a party hereto.

(f) This **Agreement** shall be binding on the parties hereto, and their successors and assigns.

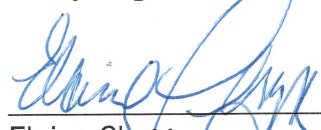
Section 7. Indemnification

To the extent permissible by law, **Authority** shall indemnify, defend, protect and hold harmless **Member**, and its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (collectively, "Claims") arising out of or incident to this **Agreement**, and any renewal or extension thereof, and arising out of or caused by the negligent or intentional acts or omissions of **Authority**, its officers, agents and employees, regardless of where the injury, death, or damage may occur, except to the extent any such Claims arise out of or are caused by the negligent or intentional act or omission of **Member** or its officers, agents and

employees. **Member** shall give to **Authority** reasonable notice of any such Claims. **Authority** shall notify **Member** of the counsel to be used in carrying out its obligations hereunder. **Member** must state any reasonable objection that it may have regarding the use of said counsel. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this **Agreement**, and any renewal or extension thereof. Notwithstanding anything to the contrary in the foregoing, **Member** right to indemnification pursuant to the foregoing shall be limited to indemnification for such Claims for which **Member** incurs actual liability or expense. The foregoing indemnification includes, without limitation, any Claim arising out of or caused by the noncompliance of any services, programs, or activities provided by **Authority** under this **Agreement** with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Notwithstanding anything to the contrary in the foregoing, (i) no employee or officer of **Authority** shall be personally liable to **Member** under this **Agreement**, (ii) with respect to third party Claims, both **Authority** and **Member** expressly reserve any and all of the privileges and immunities available to them, if any, under Idaho law, and (iii) the agreement of **Authority** to hold harmless or indemnify **Member** shall be limited to, and be payable only from, **Authority's** available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program."

EXECUTED and effective as of the date first above written.

Valley Regional Transit:


Elaine Clegg
Chief Executive Officer

Capital City Development Corporation:

Signature

Printed name:

FOR CCDC OFFICE USE

PO #240009

CityGo Contribution:

Activity Code 19043

GL: 401-480-6150

State Street Corridor:

Activity Code 24013

GL: 307-480-6250

VRT Assessments:

Activity Code 18035

GL: 401-480-6150



AGENDA BILL

Subject: Employee Manual Update		Date: November 13, 2023
Staff Contact: John Brunelle, Executive Director	Attachments: 1. Resolution 1845 2. Employee Manual	
Action Requested: Adopt Resolution 1845 authorizing the updates to the Employee Manual with an effective date of January 1, 2024.		

Fiscal Note:

The Agency's adopted FY24 Budget identifies sufficient funds for all expenses associated with the employee benefits outlined in the Employee Manual.

Background:

The proposed 2023 updates to the Employee Manual have been reviewed by the Executive Committee and Agency General Counsel. Many of the changes are the result of an Agency-initiated review by AmeriBen Human Resource Consulting based in Meridian, Idaho. The company evaluated the Employee Manual for federal and Idaho regulatory compliance and made additional recommendations related to current market conditions and best practices in employee retention.

Changes to the Employee Manual were most recently approved at the Board's January 2020 meeting.

Summary of Changes:

In addition to clarifications to language throughout for both regulatory compliance or simple housekeeping, the following edits are proposed to certain chapters of the manual.

Chapter 2. General Policies and Practices

New sections prohibiting bullying and workplace violence; a new section addressing documenting the authorization to work in accordance with federal regulations; moved employee acknowledgment of policies to last page of manual.

Chapter 3. Recruiting and Hiring

Additional language to the policy concerning romantic relationships between employees, including prohibiting supervisor-subordinate relationships.

Chapter 4. Hours and Attendance

A new section regarding proper timekeeping; changes to the remote work policy (*formerly, the telecommuting policy*) clarifying procedures and responsibilities when employees are allowed remote work privileges; new section concerning payroll checks, payroll deductions, and keeping contact information current.

Chapter 6. Performance Evaluations, Compensation Plan and Training

Section regarding promotions moved to this Chapter from Chapter 3.

Chapter 7. Benefits

A new section establishing a Health Reimbursement Arrangement (HRA) with a voluntary employees' beneficiary association (VEBA) for the payment of qualified medical care expenses.

Chapter 8. Leaves

Establishing that certain sick leave accruals will be swept into the HRA-VEBA (*replacing the unused sick leave program administered by PERSI*); the addition of Juneteenth (June 19) as a paid holiday; and increasing the Agency's paid parental leave policy to twelve (12) weeks to match several other local public employers.

Chapter 9. Employee Responsibilities and Conduct

A new section regarding dress and grooming; a new section addressing confidential information and records.

Chapter 10. Discipline and Termination

The addition of specified conduct that would subject an employee to disciplinary action.

Chapter 12. Electronic Communication

Additional language addressing cybersecurity; prohibiting use of Agency equipment to access online gambling; prohibiting unauthorized software downloads; and moving employee acknowledgment of policies to last page of manual.

End: Receipt of Employee Policies

Amended to include all acknowledgements of Agency policies by the employee.

Appendix A

Removed as duplicative to Chapter 5.

Recommendation:

Approve updates to the Agency's Employee Manual.

Suggested Motion:

I move to adopt Resolution 1845 authorizing the updates to the CCDC Employee Manual with an effective date of January 1, 2024.

RESOLUTION NO. 1845

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 ADOPTION OF CERTAIN REVISIONS AND CHANGES TO THE EMPLOYEE MANUAL FOR THE URBAN RENEWAL AGENCY, TO BE EFFECTIVE JANUARY 1, 2024; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION INCLUDING AUTHORIZING AND DELEGATING TO THE AGENCY EXECUTIVE DIRECTOR THE ABILITY TO MAKE MINOR MODIFICATIONS, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Agency Board previously approved an Employee Manual (formerly titled the "*Personnel Manual*") for the employees of the Agency, dated November 1999, by Resolution 806; and,

WHEREAS, the Employee Manual for the employees of the Agency has been revised from time to time by the Agency Board at the following public meetings: February 12, 2001 (no resolution); October 9, 2001 (Resolution 867); October 14, 2003 (Resolution 954); January 14, 2008 (Resolution 1128); May 27, 2008 (Resolution 1146); February 13, 2012 (Resolution 1299); December 14, 2015 (Resolution 1409); December 11, 2017 (Resolution 1518); and January 13, 2020 (Resolution 1638); and,

WHEREAS, the Agency finds it necessary to make certain changes and revisions to the Employee Manual, which changes and revisions are set forth in the Employee Manual attached hereto and incorporated herein as EXHIBIT A; and,

WHEREAS, the Agency has reviewed the proposed deletions and changes to the Employee Manual and finds them to be in order; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to adopt the revised Employee Manual.

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 revised Employee Manual, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved to be effective January 1, 2024.

Section 3: That the Agency Executive Director is authorized and directed to take all appropriate action to implement the revisions and additions to the Employee Manual including distribution to Agency employees and receipt of signed acknowledgment by Agency employees as necessary.

Section 4: That the Agency Executive Director is hereby delegated and vested with authority to make minor modifications to the Employee Manual as the need arises. Any such modification shall be in writing and distributed to all employees. The Agency Executive Director may deviate from the Employee Manual in individual situations, particularly in an emergency, in order to achieve the primary purpose of serving the Agency's mission, provided, however, any substantive change to the Employee Manual requires Agency Board action, by approval of a resolution adopting any change or amendment to the Employee Manual.

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 November 13, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on November 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary



EMPLOYEE MANUAL

Adopted by the CCDC Board of Commissioners, November 13, 2023, Resolution No. 1845

Effective Date
January 1, 2024

CAPITAL CITY DEVELOPMENT CORPORATION

EMPLOYEE MANUAL

ADOPTED BY THE BOARD OF COMMISSIONERS

EFFECTIVE DATES

November 1999
February 2001
October 2001
October 1, 2003
January 14, 2008
May 27, 2008
February 13, 2012
January 1, 2016
January 1, 2018
January 1, 2020
January 1, 2024

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CAPITAL CITY DEVELOPMENT CORPORATION

Employee Manual

CHAPTER 1

PURPOSE AND SCOPE

1.1 INTRODUCTION

These employee policies serve as a general guide to Capital City Development Corporation's ("Agency") current employment practices and procedures. As such, we hope this manual will help you better understand how the Agency operates and what is expected of you as an employee. The Agency places the highest value on its employees and their well-being. We want to see that you are a satisfied and productive worker, with the support necessary to achieve the objectives of your position.

It is our belief that when consistent employee policies are known and communicated to all, the chances for greater job satisfaction increase. These employee policies serve as a general guide to the Agency's current employment practices and procedures. If you have any questions, please ask your supervisor. As you have ideas or suggestions for improving this manual, please do the same.

Throughout this handbook we will use the pronoun "they" and "their" instead of he/she.

1.2 INTENT OF POLICIES—EMPLOYMENT AT WILL

These policies are not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration. Your employment with us is **at will**, and either of us may decide to terminate the employment relationship at any time, with or without notice, or with or without cause.

Please understand that no supervisor, manager or representative of the Agency other than a written statement by the Executive Director has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to the foregoing.

1.3 SCOPE OF POLICIES

These employee policies apply to all Agency employees and do not apply to the appointed Board of Commissioners. In cases where these policies conflict with any Agency resolution, the provisions of a specific written employment agreement, state or federal law, the terms of that law, resolution or agreement prevail. In all other cases, these policies apply.

1.4 CHANGING THE POLICIES

The Capital City Development Corporation Personnel Manual, November 1999, was initially adopted by the Agency Board pursuant to Resolution No. 806, approved at the Board's special meeting of November 3, 1999. The provisions of Resolution No.806 vest certain authority in the Executive Director to make minor modifications of these policies, as the need arises. Any such modification shall be in writing and distributed to all employees. The Executive Director may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary purpose of serving the Agency's mission. Any substantive change to this Employee Manual requires Board action, by approval of a resolution adopting any change or amendment to the Employee Manual. Revisions to the Employee Manual were approved in February 2001 (no resolution), October 2001 (Resolution No. 867), October 1, 2003 (Resolution No. 954), January 14, 2008 (Resolution No. 1128), May 27, 2008 (Resolution No. 1146), February 13,

2012 (Resolution No. 1299), December 14, 2015 (Resolution No. 1409), December 11, 2017 (Resolution No. 1518), January 13, 2020 (Resolution No. 1638), and November 13, 2023 (Resolution No. 1845).

This Employee Manual dated January 1, 2024 supersedes any prior manuals issued by the Agency.

1.5 DEFINITIONS

1.5.1 Immediate Family

An employee's spouse, child (natural, adopted, step), parents (natural, step, adopted), brother or sister, mother/father-in-law, daughter/son-in-law, grandparents, grandchildren **or** other relative who lives in the employee's home.

1.5.2 Regular Full-Time Employee

An exempt or non-exempt employee who has worked at least 30 days and who regularly works a minimum of forty (40) hours a week.

1.5.3 Regular Part-Time Employee

An exempt or non-exempt employee who has worked at least 30 days and who regularly works less than forty (40) but at least twenty (20) hours a week.

1.5.4 Temporary Employee

Temporary employees may be hired in an intern capacity, may be hired to replace temporarily regular employees who are on vacation or other leave, may be hired to meet peak workload or special needs, or may be hired to fill a vacancy temporarily until a regular employee is hired. A temporary employee is one hired for a specified purpose for a limited duration, generally not more than one year, as approved by the Executive Director. Like all employees, temporary employees' employment is **at will** and the temporary employee can be dismissed at any time and without notice or cause.

1.5.5 Exempt Employee

Exempt employees are paid on a salary basis and meet the criteria for exclusion from wage and hour laws (e.g., executive, administrative, professional). Exempt employees are not subject to overtime pay. Exempt employees' wages may only be docked in seven specific circumstances allowed by federal law. An employee's classification as exempt or non-exempt is determined by the Executive Director or their designee in compliance with Federal Labor Standards Act (FLSA) regulations.

1.5.6 Non-Exempt Employee

Non-exempt employees are paid a regular rate of pay for each hour worked and are entitled to overtime pay for all hours worked over 40 in a workweek, as provided for in sections 4.2 and 4.3. An employee's classification as exempt or non-exempt is determined by the Executive Director or their designee in compliance with FLSA regulations.

CHAPTER 2

GENERAL POLICIES AND PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The Agency is committed to providing equal employment opportunity for all persons without regard to race, color, religion, national origin, age (over 40), sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity), disability, genetic information, veteran status, current or future military status, marital status, or any other applicable legally protected status (collectively known as protected classification).

Equal opportunity extends to all aspects of the employment relationship, including hiring, promoting, retaining, training, disciplining, terminating, working conditions, compensation, benefits, and other terms and conditions of employment.

Additionally, the Agency is committed to providing an employment environment that is free from discrimination and harassment. All individuals employed by the Agency are expected to conduct themselves at all times so as to provide a working atmosphere free from discrimination and harassment.

Employees who believe they have been subjected to discrimination or harassment related to their race, color, religion, national origin, age (over 40), sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity), disability, genetic information, veteran status, marital status, or any other applicable legally protected status should report the behavior in accordance with the equal employment opportunity regulations.

The Agency will not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment based upon pregnancy, childbirth, or related medical conditions, and will provide reasonable accommodations for such conditions. Additionally, the Agency will make a reasonable accommodation for a sincerely held religious belief, practice, or observance unless it would cause an undue hardship on the Agency.

If you need an accommodation, you must discuss your circumstances with your supervisor or the Executive Director as soon as you are aware of the need for accommodation.

2.2 DISABILITY EEO AND REASONABLE ACCOMMODATION

The Agency does not discriminate against any applicant or employee in hiring or in the terms, conditions, and privileges of employment due to disabilities. When the Agency is made aware of any disability which prevents an otherwise qualified applicant or employee from performing a job, the Agency will work with the employee to verify the disability through medical records, expert examination, and opinions, will identify potential reasonable accommodations, and will assess whether any reasonable accommodation would allow the person to perform the job before refusing employment or making a distinction in terms, conditions, or privileges of employment because of the disability. An accommodation which creates an undue hardship on the Agency or which endangers health or safety is not a reasonable accommodation. The Agency will make any reasonable accommodation necessary to allow an otherwise qualified applicant or employee to perform the job. The Agency will determine which accommodation to provide if there are several accommodations available to allow the employee to perform the essential functions of their position.

An otherwise qualified applicant for employment or an employee with a disability who requests reasonable accommodation must inform their immediate supervisor the Executive Director of the nature of the disability and the accommodation required. The Agency will then follow the procedures set forth above. Employees with access to such information shall maintain the confidentiality of the information to the extent reasonably possible and shall not release the information to anyone who does not have the right or need to know.

You will not be discriminated against or retaliated against for asserting your right to have the Agency make reasonable accommodations.

2.3 HARASSMENT AND DISCRIMINATION PROHIBITION POLICY

HARASSMENT (INCLUDING SEXUAL HARASSMENT) AND DISCRIMINATION IS UNLAWFUL AND ABSOLUTELY FORBIDDEN BY THE AGENCY.

It is the Agency's policy to foster and maintain a work environment that is free from harassment and discrimination. The Agency will not tolerate harassment or discrimination of any kind made by employees toward co-workers or members of the public. Employees are expected to show respect for each other and the public at all times, despite individual differences.

The Agency prohibits all harassment and discrimination. Discrimination is the different (often called disparate) and unfair treatment of any employee or individual because of race, color, religion, gender, national origin, age (over 40), sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity), disability, genetic information, veteran status, marital status or any other applicable legally protected status (known as protected classifications). Discrimination includes treating an employee differently because of their protected classification. It is a bias or prejudice which is irrelevant to an employee's competence or suitability resulting in unequal or unfair treatment or denial of opportunity regarding selection, promotion, or transfer on those bases. Examples include, but are not limited to, treating male employees differently than female employees, limiting a pregnant employee's job duties based on pregnancy-related stereotypes instead of actual physical limitations, or denying a male leave to care for their child when a female employee would be granted such leave.

Harassment is conduct that substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment including but not be limited to harassing, threatening or offensive conduct directed toward the employee that is based on protected classifications. Harassment may include verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Harassment can take many forms, including, but not limited to, words, signs, jokes, pranks, intimidation, physical contact, or violence. It can be written, verbal or physical conduct. It is not limited to behavior that is sexual in nature.

The Agency also prohibits sexual harassment. Sexual harassment is harassment that includes unwelcome and unwanted behavior of a sexual nature, including sexual advances, requests for sexual favors, or other unwanted visual, verbal, or physical contact of a sexual nature. Harassment can be of women by men, of men by women, or of any person by a person of the same sex. The conduct need not occur during regular business hours. Sexual harassment also includes when employment benefits or terms are conditioned on the granting of sexual favors or when an employee is disciplined for not granting sexual favors.

The Executive Director, supervisors, and all employees are responsible for creating an atmosphere free of harassment and discrimination. Employees must also respect the rights of their co-workers and others, including the citizens they serve.

If you believe you have been subjected to harassment or discrimination on the job in violation of this policy from anyone, including fellow employees, supervisors, managers, and the Executive Director, immediately bring the problem to the attention of Human Resources, a supervisor, or the Executive Director (preferred order). If the complaint involves the Executive Director, the violation can be reported to Human Resources or in writing directly to the Chair of the Board of Directors (preferred order). The complaint will be promptly investigated, and all employees are expected to cooperate in the investigation if requested by the Agency. To the extent possible, complaints will be handled confidentially.

If an investigation shows the accused employee did engage in improper harassment or discrimination, appropriate corrective action will be taken, as in the case of any other serious employee misconduct, up to and including discharge.

No employee shall be retaliated against or otherwise subject to adverse treatment for making a complaint of harassment or discrimination in good faith or for cooperating in an investigation.

The Agency will actively enforce its policy against harassment and discrimination. The policy applies to all conduct by any supervisor, co-worker, subordinate, vendor, client, or customer that affects an employee's work environment. The Agency considers a violation of this policy a serious offense requiring disciplinary action, up to and including discharge. Offenses by vendors, clients or customers will be handled through the offender and their company, if appropriate.

In the event a complaint of harassment or discrimination is found to be totally and completely without basis, appropriate disciplinary measures may be taken against the employee who brought the complaint, up to and including discharge. While this is in no way intended to discourage any employee who believes he or she has been the victim of harassment from bringing a complaint, the Agency recognizes that a charge of harassment can cause serious damage to the reputation and personal character of the accused.

2.4 BULLYING PROHIBITION

We take workplace bullying very seriously. Workplace bullying includes behavior that harms, intimidates, offends, degrades, or humiliates one or more employees, possibly in front of other employees, clients, or customers. This behavior occurs for many reasons such as the employees not liking each other, personality conflicts, sabotage of employees viewed as competition, or other personal reasons.

Bullying may be intentional or unintentional, direct or indirect, verbal or non-verbal (such as intimidating or threatening body language), physical, isolating, and may include: Slandering, ridiculing, or maligning a person or their family; spreading rumors and gossip about individuals; persistent name-calling which is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks; shouting at the person in a public or private setting; pushing; shoving; kicking; poking; tripping; assaulting or threatening physical assault; damaging a person's work area or personal property; non-verbal gestures, posture, or glances that can convey threatening messages; socially or physically excluding or disregarding a person in work-related activities.

These behaviors are unprofessional, inappropriate, disrespectful, and damaging to the Agency's business operations. We will not tolerate bullying behavior by any employee! Employees who violate this policy will be subject to discipline, up to and including discharge.

2.5 WORKPLACE VIOLENCE

Our goal is to maintain a work environment free from weapons, intimidation, threats, or violence. To that end, the Agency prohibits acts of violence in the workplace. This includes, but is not limited to: intimidating, threatening, or hostile behaviors; physical abuse; vandalism; arson; sabotage; use of weapons; carrying weapons of any kind onto Company property, or any other act, which, in our opinion, is inappropriate to the workplace.

If you believe you have witnessed or been subjected to any of the behaviors listed above, immediately report the incident to your supervisor or Human Resources. Incidents will be promptly and fully investigated. You will not suffer retaliation for reporting such concerns or for participating in any investigation. Any form of retaliation is strictly prohibited under this policy. It is important that such situations be identified and reviewed so that any improper actions can be corrected, and appropriate disciplinary action can be taken.

If you ever feel you or others are in immediate danger, CALL 9-1-1 AND REPORT THE EMERGENCY.

Employees who encounter an armed or dangerous person should not attempt to challenge or disarm the individual. You should remain calm, make constant eye contact, and talk to the individual. If the police or a supervisor can be safely notified of the need for assistance without endangering the safety of you or others, such notice should be given.

Otherwise, cooperate and follow the instructions given. Do not try to be a hero. Once the emergency has passed, contact your supervisor or Human Resources.

2.4 EMPLOYEE PERSONNEL RECORDS

A personnel file for each employee is kept by the appropriate Agency staff member. An employee's personnel file may contain the employee's name, title and/or position held, job description, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information. Medical information about employees is contained in a separate confidential file.

Employees have the right to review their files during normal business hours, within three (3) business days after a request to do so is received by the Executive Director. An employee may request removal of irrelevant or erroneous information in their personnel file. If the Agency denies an employee's request to remove the information, the employee may file a written rebuttal statement to be placed in their file.

Personnel files are kept confidential to the maximum extent permitted by law.

2.5 EMPLOYMENT REFERENCES

The Executive Director, their designee, or a supervisor will provide employment references on current or former Agency employees. All employees shall refer requests for references to the Executive Director or their supervisor. References may be limited to verification of dates of employment, positions held, and salary.

2.6 DOCUMENTED AUTHORIZATION TO WORK

The Agency is committed to employing only those individuals who are authorized to work in the U.S. We do not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, employees must complete the Employment Eligibility Verification Form I-9 on or before their first day of work for pay and present unexpired documentation establishing identity and employment eligibility.

Identification must be produced within three days of the employee's first day of work for pay. If the employee fails to provide documentation, the employee may be suspended or terminated without further notice. If an employee is rehired after previously leaving the Agency, they must also complete the form, regardless of the length of time between termination of employment and rehire.

If an employee used documents that must be reinspected upon expiration, they must comply with the Agency's instructions for providing those documents during their employment. If you have questions or need more information on immigration regulations, please contact your manager or Human Resources.

CHAPTER 3

RECRUITING AND HIRING

3.1 RECRUITING

Recruiting practices are based solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, age (over 40), sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity), disability, genetic information, veteran status, marital status or any other applicable legally protected status.

Any applicant supplying false or misleading information may be subject to immediate termination, if hired.

3.2 HIRING

When a position becomes vacant and prior to any recruitment activity, the Executive Director shall review the position, its job description and the need for such a position. The recruitment and selection process shall be conducted under the direction of the Executive Director.

The Agency may also conduct certain background procedures as allowed or required by law. An example of such procedure is requiring applicants/employees to show proof they are authorized to work in the United States.

3.3 TEMPORARY EMPLOYEES

3.3.1 Temporary, At Will Employees

Temporary employees are **at will** employees. The Executive Director may hire temporary employees to temporarily replace regular employees who are on vacation or other leave, to meet peak work load or special needs, or to temporarily fill a vacancy until a regular employee is hired.

3.3.2 Compensation/Benefits

Temporary non-exempt employees are eligible for overtime pay as required by law as provided for in sections 4.2 and 4.3. Temporary employees do not receive retirement, vacation, sick leave, health, short term disability, long term disability, life insurance, holidays, or any other benefits during their employment unless required by law or approved in writing by the Executive Director for persons whose employment is expected to exceed four (4) consecutive months.

Temporary employees pay contributions to the Social Security System and are subject to regular required federal and state withholdings.

3.4 EMPLOYMENT OF RELATIVES (NEPOTISM)

3.4.1 Family Relationship

The immediate family of current Agency employees or persons sharing living quarters will not be employed by the Agency where:

- (1) One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
- (2) One party would handle confidential material that creates improper or inappropriate access to that material by the other;
- (3) One party would be responsible for auditing the work of the other; or

- (4) Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the Agency.

Members of the immediate family of Agency Board members will not be eligible for Agency employment.

3.4.2 Change in Circumstances

If two employees marry, become related, or begin sharing living quarters with one another, and in the Agency's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the Agency, unless accommodations, as determined in the discretion of the Executive Director, can be made to eliminate the potential problem. The decision as to which employee will remain with the Agency must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision is made during this time, the Agency reserves the right to terminate either or both employees.

The Agency has adopted this policy in recognition of its responsibility to provide guidelines on romantic relationships with other employees and to caution employees about the potential problems posed by such relationships. While the Agency has no wish to become involved with employees' relationships, these problems can include conflicts of interest, interference with the productivity of co-workers, and potential charges of sexual harassment that can negatively affect the Company.

These concerns can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate relationship. Because of these concerns, supervisor-subordinate relationships are prohibited by the Company and the Company will decide which employee should remain employed in the event such a relationship develops.

The Agency does not prohibit welcome, consensual romantic relationships between employees not in supervisor-subordinate positions, but it does impose the following restrictions: all employees must avoid romantic or relationships with other employees that create conflicts of interest, potential charges of sexual harassment, discord or distractions that interfere with other employees' productivity; employees in a relationship must not make excessive public displays of affection while at work; all behavior will comply with the standards laid out in the handbook, including always maintaining professional behavior; employees in a relationship may not involve others in the relationship such as trying to have others take a side during personal disagreements; and employees should be discreet about their relationship at work to avoid making other employees uncomfortable or unintentionally violating the Agency's Standards of Conduct or Discrimination and Harassment Prevention policies.

Failure to make required disclosures or comply with a recommendation to resolve a conflict with this policy may result in discipline, up to and including termination of employment.

CHAPTER 4

HOURS AND ATTENDANCE

4.1 WORKING HOURS

The Agency's standard work hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. with an unpaid lunch period. Due to the nature of the Agency's operations, longer hours may be necessary in some instances.

A normal working schedule for a regular full-time employee consists of forty (40) hours each workweek.

Part-time and temporary employees will work hours as specified by the Executive Director.

4.2 TIMEKEEPING

Federal and state laws require the Agency to keep an accurate record of time worked to calculate employees' pay. Accurately recording time worked is the employee's responsibility. "Time worked" includes all the time spent on the job performing assigned duties. Non-exempt employees are expected to clock in and out each day, and in and out for lunch periods.

"Off the clock" work is strictly prohibited. If someone asks you, the employee, to work off the clock, you should immediately inform the Executive Director for assistance as the Agency requires that you be paid for any work you perform. If you decide on your own to work off the clock, you will be paid for all work performed and disciplined for not following the Timekeeping policy.

Employees may not clock in or out for any other employee. Tampering, altering or falsifying time records (including working off the clock) is not allowed, and may result in disciplinary action, including termination.

4.3 HOURS OF WORK AND OVERTIME

All Agency positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and are subject to Idaho Minimum Wage Act regulations. You will be informed of your status by the Agency.

For regular full-time Agency employees, the established work schedule is forty (40) hours within a seven (7) day workweek. All employees are responsible for accurately reporting all hours worked on forms supplied by the Agency.

Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than forty (40) hours within a seven (7) day workweek. The Agency's workweek is 12:00 a.m. Sunday until 11:59 p.m. Saturday. All overtime must be authorized in advance by the Executive Director or their designee. Overtime pay is calculated at one and one-half (1.5) times the employee's regular rate of pay for all time worked beyond forty (40) hours within a seven (7) day workweek. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time), is not counted as hours worked.

Exempt employees are exempt from the FLSA and Idaho Minimum Wage Act overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. An exempt employee is paid to perform a job, which may not necessarily be completed in a normal week.

4.4 COMPENSATORY TIME

Non-exempt employees entitled to overtime pay may request compensatory time off instead of cash payment. All compensatory time is approved on a case-by-case basis by the Executive Director or their designee and must be pre-arranged. The Agency is not required to grant compensatory time instead of overtime pay. If the compensatory time option is exercised, the employee is credited with one and one-half (1.5) times the hours worked as overtime.

Maximum accruals of compensatory time shall be limited to 16 hours for regular non-exempt employees. After maximum accrual, overtime compensation shall be paid.

Non-exempt employees will be allowed compensatory time off within a reasonable time period after making a request to the Executive Director or their designee, unless doing so would unduly disrupt Agency operations. Compensatory time off should be used for short-term absences from work.

4.5 ATTENDANCE

Punctual and consistent attendance is a condition of employment. You must be prepared to start work promptly at the beginning of your scheduled shift; your scheduled time is the time you are expected to be at your workstation ready to work, not arriving at the job. The Executive Director, their designee, or the immediate supervisor is responsible for the attendance record of the staff.

Non-exempt employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond three (3) days, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message with the designated representative, stating the reason for being late or unable to report for work. Repeated tardiness may result in disciplinary action up to and including termination from employment. An employee who is absent without authorization or notification is subject to disciplinary action, up to and including discharge.

This policy is not applicable to employees on designated state or federal military leave, family medical leave, or jury duty. Additionally, nothing in this policy should be construed to change the Agency's at-will relationship with all employees.

4.6 REMOTE WORK POLICY

4.6.1 Purpose

This policy establishes alternatives to employees being physically present in the Agency's office during normal working hours. The goals of the policy are to:

1. Provide work location flexibility that benefits both the employee and the Agency.
2. Enhance performance and increase productivity.
3. Mitigate any potential or perceived safety issues if long hours must be worked.
4. Reduce vehicle miles traveled.

4.6.2 General Issues

The ability for an employee to work remotely from the Agency's primary business location is at the discretion of the Executive Director and tied to the actual requirements of the employee's role at the Agency. It is not an employee right and is not conducive to every employee and position. Its use must benefit both the Agency and the employee as determined by the Executive Director. Authorized employees are covered by Workers Compensation during their remote working hours, as applicable.

4.6.3 Eligibility

This policy is designed primarily for exempt employees. Exempt employees are expected to work as many hours as necessary to fulfill their position responsibilities. Executive Director permission is not necessary for exempt employees to work additional hours beyond the normal 40-hour work week. The Executive Director determines non-exempt employee eligibility to work remotely. Generally, non-exempt employees provide support services for exempt staff and the public. Their absence from the office impedes Agency productivity.

4.6.4 Executive Director Authorization

An employee can request authorization from the Executive Director to work remotely. The employee's request must be in writing as must the Executive Director's authorization. The Executive Director can terminate an employee's authorization at any time.

4.6.5 Evaluation Criteria

The Agency strives to provide equal opportunities to all employees when it comes to working situations. However, remote work is not appropriate for every employee and position. Keeping this in mind, the Executive Director will use the following criteria to decide whether to authorize an employee to work remotely and to measure employee performance as the basis for continued authorization:

1. Is the employee a good candidate for working remotely? Criteria include: dependability; flexibility; responsiveness; proven performance; no record of disciplinary action; and comprehensive knowledge of their position.
2. Can the duties of the position be successfully fulfilled through working remotely? Criteria include: measurable work activities; little need for face-to-face interaction with co-workers; clearly established goals and objectives; duties that can be performed alone; and equipment needs that are limited and can be easily stored at the off-site location.

4.6.6 Responsibilities

Position requirements and responsibilities will not change due to working remotely. Employees face the same expectations in relation to professionalism, productivity, and customer service regardless of where the work is being performed. The amount of time an employee is expected to work in a given week will not change. Furthermore, if an employee's physical presence is required at the Agency's primary work location, they may be expected to report once given adequate notice. Therefore, remote work is geographically limited to Idaho and proximate to the Agency's primary work location.

Additionally, employees are expected to abide by the following:

1. Be transparent about your availability and keep your calendar and availability status up to date; employees must be available during regular work hours unless an alternative schedule has been approved.
2. Maintain strong communication by conducting regular check-ins with your supervisor and colleagues. Employees working remotely have a duty to be responsive: the expectation is that all communications will be acknowledged and, if possible, responded to within 24 hours.
3. Utilize your webcam and phone instead of email as often as possible.
4. Request paid time off when you intend to be away from your work during the Agency's standard work hours.
5. Set up a dedicated workspace that allows you the most focus as possible. An employee authorized for remote work is held to the same productivity standard as an employee working in the Agency's primary office location.
6. Prepare a family care strategy if needed; do not work and provide caregiving at the same time. While remote work may facilitate employees' working around family responsibilities, it is not intended to be a substitute for family care. Authorized employees shall not have the primary responsibility for childcare, dependent adult care, or other duties not ordinarily part of their job duties during remote work hours.

7. Be patient and understanding with colleagues who do not have ideal remote work conditions.

4.6.7 Contact With Primary Office Location

Employees approved for remote work must maintain regular contact with their supervisor. Both the employee and their supervisor are expected to work together to keep each other informed of any developments that occur during the workday.

4.6.8 Equipment

On a case-by-case basis, the Agency will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, and other office equipment) for each remote work arrangement. Equipment supplied by the Agency remains the property of the Agency and will be maintained by the Agency. All equipment supplied by the Agency is to be returned in a timely fashion should the employee cease remote work for any reason; all equipment for off-site use is intended for legitimate business use only. Hardware is only to be modified or serviced by parties approved by the Agency. Software provided by the Agency is to be used for its intended purpose and should not be duplicated without consent. All hardware and software should be secured against unauthorized access. Equipment supplied by the employee, if deemed appropriate by the Agency, will be maintained by the employee.

4.6.9 Tech Support

Employees authorized to work remotely are allowed to utilize the Agency's information technology service provider for technical support when necessary to enable remote access to conduct official Agency business.

4.6.10 Expenses

Working remotely could result in expenses not directly addressed by this policy. If such expenses are necessary for an employee's official duties as prescribed, the Agency will reimburse the employee. However, since reimbursement is subject to supervisor approval and is not guaranteed, potential expenditures should always be approved in advance.

4.6.11 Security

Employees authorized to work remotely are responsible for providing adequate protection to prevent unauthorized access to Agency files, data, software, servers, desktop computers or other Agency equipment. This may include, but is not limited to, a secure in-house location with no unauthorized access to the home computer and password-protected access. Authorized employees must use only private, password-protected networks and not work in public places using public Wi-Fi networks. In accordance with the Agency's cybersecurity protocols, all Agency online financial transactions with banks and other financial institutions must be performed using Agency computers. Authorized employees must adhere to current Agency security policies and requirements.

4.6.12 Client confidentiality

Employees authorized to work remotely must protect and maintain the confidentiality of all Agency business beginning with but not limited to not discussing or sharing sensitive Agency information in a public area.

4.6.13 Outside Responsibilities

Authorized employees may not engage in work related to other jobs or to run a business or any other outside activities such as church, community organization or club activities during remote work hours.

4.6.14 Records and Communication

All material, information, and data on the authorized employee's equipment is governed by Section 12.6 of this Employee Manual and likely subject to the Idaho Public Records Law.

4.7 BREAKS AND MEAL PERIODS

Non-exempt employees are provided one (1) fifteen-minute break for every four hours worked. All breaks shall be arranged so they do not interfere with Agency business or service to the public. Break periods will be scheduled as near as possible to the mid-point of each four-hour work period. Break periods MAY NOT be accumulated or taken at the beginning or end of any work period (i.e., morning or afternoon shift).

Lunch periods are unpaid. Meal periods for non-exempt employees shall be scheduled by the employee's supervisor. Meal periods must be taken not less than two (2) hours or more than five (5) hours from the beginning of the shift. Lunch break scheduling and duration will be established by the employee's supervisor provided that lunch breaks for non-exempt employees shall be no less than 30 minutes. The scheduling of meal periods may vary depending on workload. Unused lunch periods (e.g., only 30 of an allotted 60 minutes lunch period is used) may not be carried forward or accrued or used at other times of the day without the specific pre-approval of employee's supervisor.

4.8 BREAK TIME FOR NURSING MOTHERS

The Agency will provide reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. The frequency of breaks needed to express milk as well as the duration of each break will likely vary. The Agency shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. A bathroom, even if private, is not a permissible location. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed in order to meet the statutory requirement. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view, and free from any intrusion from co-workers and the public. Breaks taken for the purpose of expressing milk are unpaid.

4.9 PAYROLL RECORDS

The official payroll records of the Agency are kept by the Finance Department. Each employee shall turn in a signed work record bi-weekly for each pay period, as specified by the Finance Officer.

4.10 PAYROLL CHECKS

Our pay periods are every two weeks. We encourage you to utilize direct deposit to avoid the need to pick up a live check. Please ask your supervisor or Human Resources for information on enrollment. Live pay checks will not be given to anyone besides you without your written authorization. There is a \$35 charge for lost paychecks. Paychecks not cashed within 6 months of issue will be voided and a replacement check issued upon request with a \$35 charge.

When you receive your paycheck, if you believe that an improper deduction has been made to your pay, that there is an error in your pay, or that you have been overpaid, you should immediately report this information to your direct supervisor or to Human Resources. Reports of erroneous pay will be promptly investigated. If it is determined that you were paid improperly, steps will be taken to fix the error. If you have not received your full pay, another paycheck will promptly be given to you with the missing pay amount. If it is discovered you were overpaid, the extra wages will be corrected on your next paycheck.

Payroll Deductions. The following deductions from your paycheck are required by law: FICA (Social Security), federal and state withholding tax and workers' compensation, and any other ordered by law (such as garnishments and child support payments). Any other deductions require either an Agency policy or your written authorization. Examples of such deductions include deductions for your portion of any insurance premiums or pursuant to Agency 401(k) programs.

Contact Information. You must immediately report any changes to your contact information such as your mailing address, your phone number, or your email to Human Resources or update the information in the Human Resource Information System. This ensures that important Company information, such as your year-end statement of income and deductions, form W-2, will be received by you. Failure to update your contact information that results in a delay or failure to receive Company information is not a reason for non-compliance with any Company policies or requests.

CHAPTER 5

TRAVEL/MEETING EXPENSE POLICY

5.1 GENERAL POLICY

Any person authorized to perform official business on behalf of the Agency may incur travel/meeting expenses. It is expected that good judgment, prudence, and discretion will be exercised while conducting Agency business. The itinerary of an employee shall be planned to eliminate unnecessary travel in the performance of work assignments. Should travel companions accompany any person authorized to perform official business on behalf of the Agency, it is expected that they will pay for their costs without causing any charges to accrue to the Agency. Transitioning between home and work is not considered travel for the purpose of this policy.

5.2 USE OF PERSONAL VEHICLE

The cost of transportation by private vehicles is reimbursed at the mileage rate established by the GSA (U.S. General Services Administration), computed according to a commonly used online mapping utility which supports the distance as the most direct and/or efficient route. Associated driving expenses such as garage and parking fees, road and bridge tolls, and similar expenses are also reimbursable.

If a private vehicle is used, liability insurance in the amount specified in Idaho Code § 49-117(16) is required. Employees shall have current vehicle insurance and a valid driver's license when using a private vehicle for Agency business. The employee's insurance is considered by State statute to be primary before the Agency's insurance. If an employee is involved in an accident and does not have a valid driver's license and insurance the Agency will disclaim any liability and the employee will be personally liable.

5.3 AIRFARE

Reimbursement for commercial airfare shall be limited to the cost of the lowest standard fare such as "Coach," "Main," or "Economy" classification. Travel on "Saver" or "Basic" airfares is not required due to the higher incidence of trip delay and involuntary denied boarding. Reimbursement for airfare at other classes or other upgrade fees are not allowed unless properly documented that the upgrade fees or class of passage at a higher rate was necessary due to availability, physical limitations, or other factors, and that the ticket was purchased at a reasonably early opportunity. Baggage fees charged by commercial airlines are allowable not to exceed one checked bag and one carry-on bag per departure unless additional baggage costs are necessary and approved in advance. Any additional costs, such as in-flight services, internet access, or entertainment are not eligible for reimbursement and are the responsibility of the employee, unless a valid business purpose is identified and approved in advance by the designated authority. Costs incurred before or after a scheduled meeting which are not necessary to perform official business are not expenses of the Agency and will not be reimbursed.

5.4 REIMBURSEMENTS

A completed travel expense report shall be submitted to the Executive Director or the appropriate supervisor for signature within five (5) weekdays of return from the trip. This form is required for every trip even if the only Agency expense is the per diem meal allowance. The mode and route of travel shall be those allowable travel expenses actually incurred by the traveler by use of the most reasonable mode, from the standpoint of time, cost, and practicality. Cost should include overtime and compensatory time amounts that may accrue under the Fair Labor Standards Act for non-exempt employees. If public transportation is used, costs by common carrier including bus, train, rental car, and airlines are allowable. Receipts for non per diem expenses shall be submitted upon return.

Vehicle Rental. Traveling employees who rent vehicles for Agency business purposes shall purchase liability, comprehensive, and collision coverage through the rental agency. In the event that the employee fails to buy insurance through the rental car company, the employee shall be personally responsible for damages and other liability incurred through rental and use of the automobile.

Lodging. Lodging will be reimbursed at actual cost not to exceed single rate for (1) person plus tax or the actual cost if a room is shared. A receipt shall be submitted for settlement of the travel expense.

Meals and Incidental Expenses (M&IE). The Agency uses a per diem method for meals and incidental expenses of employees while on overnight out of town travel. The Agency follows the per diem schedules established by the U.S. General Services Administration (GSA) for in-state, out-of-state, and international travel. The M&IE rate includes taxes and tips on meals in the rate as well as fees and tips given to porters, baggage carriers, and hotel staff. For partial day travel employees shall use the GSA's "first and last day of travel" rates if those rates are listed. If an employee receives a meal at nominal or no cost, the per diem shall be adjusted by deducting the appropriate amount. A continental breakfast such as muffins, bagels, fruit, and coffee that is provided free of charge will not reduce the employee's meal allowance.

Other Expenses. Reimbursement will be made for miscellaneous expenses such as taxis, shuttles, ride hailing services such as Uber and Lyft, etc., including reasonable and customary tips for those transportation services. Courtesy services offered by hotels or hosting agencies should be used when practical. Reimbursement for telephone calls pertaining to official Agency business will be paid. An item not specifically described or requests to exceed the above regulations as an allowable expense, but which are nevertheless necessary in the performance of official travel duties for the Agency, may be reimbursable upon submission of a receipt together with a detailed explanation and upon Executive Director approval.

5.5 ADDITIONAL ALLOWABLE INCIDENTAL EXPENSES

- Conference material which may be useful to work. These supplies are and will remain the property of the Agency.
- Registration and official business-related special tour fees required in connection with attendance at conventions, conferences, schools, and official meetings. All requests for registration at such functions must be accompanied by a complete published agenda of the event.

5.6 EXPENDITURES NOT REIMBURSABLE

Certain travel/meeting expenses are considered personal and not essential to the transaction of official Agency business:

- Alcoholic beverages.
- Personal entertainment and non-business related transportation.
- Theft, loss or damage to personal property.
- Expenses of spouse, family or other persons not authorized to receive reimbursement under this policy.
- Airline and trip insurance.
- Medical or hospital expenses.
- Personal toilet articles, postage, reading material, telephone calls.

5.7 DOCUMENTATION

An expense report shall be completed within one week of incurring expenses. No expense report for reimbursement shall be paid unless bona fide vendor receipts accompany it. Such receipts should show the date, a description of the purchase, vendor identification and amount paid. Receipts are required for all expenses over \$5.00. If it is necessary in the course of Agency business to pay for persons not considered Agency employees, the bona fide vendor receipt should include comments detailing the names of additional persons and the purpose for incurring the additional cost.

Should an employee use a corporate credit card to charge travel/meeting expense and not provide proper documentation, that employee shall be responsible to pay the incurred expense.

5.8 CORPORATE CREDIT CARD

Corporate credit card use shall be limited to business purposes. Violations of this policy shall subject the employee to disciplinary measures up to and including dismissal. Any unauthorized charge on the card becomes the responsibility of the employee.

CHAPTER 6

PERFORMANCE EVALUATIONS, COMPENSATION PLAN AND TRAINING

6.1 PERFORMANCE EVALUATIONS AND COMPENSATION PLAN

To achieve the Agency's goal to train, promote and retain the best-qualified employee for every job, the Agency will conduct yearly performance evaluations for all positions. The Executive Director or designee is responsible for developing and maintaining the Agency's performance evaluation program and compensation plan. The Agency's compensation plan may include position descriptions, pay grades, salary ranges, reviews, reclassification or promotions, reporting relationships and bonuses. The compensation plan is intended to provide flexibility and is subject to changes based on direction from the Agency Board or by the Executive Director.

6.2 PROMOTIONS

The Agency encourages promotion from within the organization whenever possible but reserves the right to seek qualified applicants outside of the organization at its discretion.

6.3 TRAINING POLICY

Employee training and professional development are core Agency values. The Agency seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to Agency employment, to obtain or maintain required licenses and certifications, to maintain professional designations and certifications related to position responsibilities, and to develop staff resources. Opportunities may include but are not limited to: on-the-job training, in-house workshops and seminars sponsored by other agencies or organizations, continuing education, and memberships with professional organizations as authorized by the Executive Director.

CHAPTER 7 BENEFITS

7.1 RETIREMENT BENEFITS

The Agency has elected to participate in the Public Employee Retirement System of Idaho (PERSI). PERSI is a defined benefit retirement plan and is mandatory for eligible employees. Employees are eligible to participate in PERSI if they normally work twenty (20) hours or more per week and the term of employment is for five (5) consecutive months or longer.

As PERSI members employees have a percentage of their gross salary deducted, tax deferred, from their bi-weekly paycheck as contribution toward their retirement. Additionally, the Agency contributes a percentage toward retirement.

Active members of PERSI earn service credit toward a PERSI retirement. Most members are vested when they acquire 60 months of service. Once vested an employee may be eligible to claim a monthly lifetime retirement benefit.

PERSI offers the supplemental Choice 401(k) retirement savings plan. It allows PERSI-eligible employees to make voluntary contributions into a 401(k) plan of individual pre-tax wages that can be matched up to a maximum percentage with employer contributions as determined by the Agency. Other 401(k) or 457 investment options are also available to employees for voluntary contributions and eligible employer match.

PERSI employers are permitted to directly purchase base plan service on behalf of an employee within 90 days of retirement subject to PERSI rules. Purchased base plan service can serve as a management tool for succession planning, organizational continuity and staff retention / advancement. Purchased base plan service is at the sole discretion of the Executive Director with the consent of the Executive Committee and with written approval by a Board officer.

For more information, please contact Human Resources and/or visit PERSI at www.persi.state.id.us/.

7.2 WORKERS' COMPENSATION

7.2.1 Coverage and Claims

All employees are covered by workers' compensation insurance. This insurance covers employees in case of on-the-job injury or job-related occupational disease. The Agency's workers' compensation insurance carrier will pay the employee for workdays lost and medical costs attributable to job-related injuries or occupational diseases. **All job-related accidents or illnesses must be reported immediately, or as soon as the employee is aware they are ill or injured, to the supervisor.**

In emergencies, employees are to seek medical treatment immediately and the Agency will arrange for you to be transported to receive medical care and treatment. If it is not an emergency and an employee needs medical treatment, they are to obtain a signed authorization from their supervisor to leave work to seek treatment. If an employee cannot drive, the Agency will arrange for them to be transported to receive medical care and treatment.

When an employee is absent for a portion of one or more days due to an on-the-job accident or occupational disease, they are required to file a claim for Workers' Compensation. If the employee files a claim, the Agency will pay the employee's regular salary from the employee's sick leave pending determination of eligibility for Workers' Compensation benefits.

7.2.2 Coordination of Benefits

If the employee is determined to be eligible for Workers' Compensation benefits the Agency will credit the amount of personal sick leave used until payment of workers' compensation benefits commences. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability, so long as accrued sick leave is available pending determination of entitlement to workers' compensation benefits. Upon determination of entitlement to workers' compensation benefits, the appropriate amount of sick leave shall be restored to the employee's account. (Please also see Section 8.11 of this Policy manual.)

Subject to the Idaho Workers' Compensation laws and in coordination with the Agency's workers' compensation insurance carrier, the Agency may require an examination at its expense, performed by a physician of its choice.

7.3 HEALTH INSURANCE BENEFITS

Regular full-time and part-time employees and their dependents are eligible to participate in the Agency's various insurance programs as of the 1st of the month following the date of employment. The programs and criteria for eligibility will be explained upon hire. The Agency pays the cost of premiums in the amounts authorized by the Agency Board. The Agency reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable.

Temporary employees will normally not be eligible for group health insurance coverage.

7.3.1 Employee Assistance Program

As part of the Agency's insurance programs, the Agency has provided for an Employee Assistance Program (EAP) for its employees through which employees and their dependents are able to obtain appropriate and necessary care for problems they may suffer and for such other personal problems as may interfere with their productivity and general welfare. The program and criteria for eligibility will be explained upon hire. The Agency pays the costs imposed by the provider of the program in the amounts authorized by the Agency Board. The Agency reserves the right to make changes to this program when deemed necessary or advisable, with prior notice to affected employees.

7.3.2 Wellness Program

To encourage and support healthy employee lifestyles and reduce the costs of the employer-provided health insurance benefits, the Agency may offer a wellness program providing incentives to employees. Employee participation must be on a voluntary basis.

7.4 CONTINUATION OF INSURANCE COVERAGE

7.4.1 Insurance Benefits During Workers' Compensation

An employee receiving Workers' Compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The Agency also continues to pay for the employer's portion of health insurance premiums. After six (6) months, the employee's healthcare benefits shall cease. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time they receive Workers' Compensation benefits.

7.4.2 Termination, Retirement, Leave of Absence

For eligible employees who terminate, retire, or are on an approved leave of absence, the Agency will pay the Agency's share of the premium for the month the employee is leaving.

7.5 TUITION REIMBURSEMENT POLICY

The Agency is committed to continuous learning. As a means to pursue this goal and to encourage professional growth and increase effectiveness in its employees, the Agency will provide tuition reimbursement for regular full-time employees who have been employed by the Agency for at least one year. In addition, the employee must be continuously employed as a regular full-time employee at the time the class is completed and at the time request for

reimbursement is submitted. The employee must maintain regular full-time employment with the Agency for one year after receiving reimbursement to avoid re-payment of the benefit.

Participation is subject to the availability of funds.

An employee's participation in the program will not adversely affect departmental operations or services.

The time scheduled by an employee to attend classes during working hours must be made up during the employee's pay cycle.

The employee's supervisor must verify that course is job-related. Job related courses are:

Credit course(s) whose content is of direct and significant assistance to the employee in fulfilling present duties and responsibilities or advancing professional development. Courses that are not directly related to a specific job, but form part of a job-related degree program, may also qualify for this benefit. Continuing education and audited courses do not qualify nor does course work undertaken solely for self-enrichment.

Under this policy employees may be reimbursed for up to two job-related courses per fiscal year in an amount not to exceed \$1,000. Courses must be taken from an accredited, degree-granting college or university.

The employee must complete the course(s) with a grade of "C" or better. In the case of pass/fail classes, the employee must pass the class.

Employees must pay tuition and required fees when registering for courses at eligible institutions. Tuition and fees excluding application fees will be reimbursed only after proof of successful completion of the course(s) and proof of payment is provide. Fees include books and supplies.

If reimbursement is available through other sources such as grants or scholarship, those avenues of reimbursement must be pursued before reimbursement from the Agency is sought.

It is the employee's responsibility as a taxpayer to assess the tax consequences of reimbursement for educational expenses and comply with existing provisions of the Internal Revenue Code.

Application for reimbursement must be made in writing with attached documentation of course payment and completion.

7.6 HEALTH REIMBURSEMENT ARRANGEMENT (HRA-VEBA)

The Agency has established a Health Reimbursement Arrangement (HRA) with a voluntary employees' beneficiary association (VEBA) to better serve employees' and the challenges faced with healthcare expenses. The HRA-VEBA program allows the Agency to deposit pre-tax dollars into each employee's HRA account which can then be used by the employee tax-free for qualified "medical care" expenses and premiums as defined by the Internal Revenue Code. Employee participation is required. From time to time, the Executive Director will review the HRA-VEBA program and may adjust the Agency's type and amount of contribution to reflect the goals and objectives of the Agency. The employee is responsible for monitoring investments in their HRA account, for naming beneficiaries as part of the HRA survivor benefit, and for all day-to-day use of the HRA account established in their name.

CHAPTER 8 LEAVES

8.1 DEFINITIONS

For purposes of this Chapter, the following definitions shall apply:

8.1.1 Dependent Children

Dependent children are children of an employee through age 26 (including stepchildren, foster children, legally adopted children, legal wards or a child of a person standing in loco parentis).

8.1.2 Immediate Family

Immediate family is an employee's spouse, child (natural, adopted, step), parents (natural, step, adopted), brother or sister, mother/father-in-law, daughter/son-in-law, grandparents, grandchildren, **or** other relative who lives in the employee's home.

8.1.3 Serious Health Condition

Serious health condition is an illness, injury, impairment, or physical or mental condition that involves: (a) in-patient care in a hospital, hospice or residential medical care facility; or (b) continuing treatment by a health care provider.

8.2 VACATION LEAVE

8.2.1 Accruals

Vacation hours are accrued at the end of each pay period. Each regular full-time employee is entitled to vacation leave as follows:

Months of Employment	Vacation Hours Earned
0 to 12 months	10 hours per month
13 to 48 months	12 hours per month
49 or more months	14 hours per month

Regular part-time employees will receive vacation on a pro-rata basis.

Temporary employees are not eligible except as provided by Section 3.3 for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay in any month in which compensation is not paid.

8.2.2 Accelerated Vacation Accruals for Exempt Level Employees

In order to ensure the Agency is competitive in hiring and retaining the most qualified employees in exempt level positions, the Executive Director is authorized to agree to initial lump sum and specific monthly accruals of time which exceed the schedules of earning contained in *Section 8.2.1*. Such agreements must be in writing and be retained in both the personnel and payroll file of that employee.

8.2.3 Limits on Accruals

The maximum number of vacation hours which may be carried over from one calendar year to the next is one year's accrual at the current earning rate for that employee, provided however, that the total accrual of unused vacation leave shall not exceed 1.5 times the current annual rate. (Please note: the maximum number of unused vacation hours is pro-rated for a part-time regular employee to reflect their normally scheduled workweek.)

Any leave accruals exceeding the maximum carryover on December 31 of each year will automatically be forfeited unless otherwise specifically authorized in writing by the Executive Director or designee.

In cases where Agency operations have made it impractical for an employee to use vacation time, the Executive Director may in their sole discretion authorize additional carryover or temporarily increase the total accrual limit for unused leave.

In recognition that the demands of work schedules may prevent the appropriate use of accumulated vacation leave, at the sole discretion of the Executive Director, exempt employees may be paid for up to one-half of current accrual balance of vacation time per year.

8.2.4 Using Vacation Leave

An employee may take vacation leave only after obtaining permission from the appropriate supervisor or Executive Director, as the case may be. Vacations must be scheduled to meet the operating requirements of the Agency, and, as far as practicable, the preferences of the employee. The maximum number of hours an employee may take is the number of hours posted to their account at the time the vacation leave is taken; an employee may not "borrow" from vacation accruals not yet earned.

If due to Agency convenience, a pre-approved vacation must be cancelled or changed causing out-of-pocket expense to the employee, then the Agency may reimburse the employee for the unrecoverable portion of the out-of-pocket expense.

8.2.5 Payment for Vacation Accruals at Termination

When leaving Agency service, an employee will be paid, at the base hourly rate as of the date of departure, a lump sum for all accrued unused vacation which has not been forfeited, but only up to the maximum accrued amount.

8.3 SICK LEAVE

8.3.1 Accruals

All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Four (4) hours of sick leave is accrued as of each pay period. Regular part-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked. The hours accrued for a particular pay period cannot be used by an employee in advance of or during the pay period they are accrued.

Temporary employees do not earn sick leave benefits except as provided in Section 3.3. Employees do not accrue sick leave benefits during a leave without pay in any month in which compensation is not paid.

8.3.2 Conversion of Sick Leave Accruals

In accordance with the Agency's adoption of an HRA-VEBA program (see Chapter 7 Benefits, above), once per year on a date chosen by the Executive Director, an employee's sick leave balance in excess of 300 hours will be converted at the ratio of 2:1, at their base hourly rate, for direct deposit into their HRA-VEBA account for payment of qualified medical care expenses and premiums. When leaving Agency service, the employee's entire sick leave balance will be converted at the ratio of 2:1, at their base hourly rate as of the date of departure, for direct deposit into their HRA-VEBA account. Employees are not paid for unused sick leave except by these methods of conversion and deposit into

the HRA-VEBA. Employee sick leave balances accumulated under any previous policy will be adjusted to conform to this policy.

8.3.3 Using Paid Sick Leave

Acceptable use of sick leave covers those situations in which an employee is absent from work due to:

- (1) Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
- (2) The need to care for an immediate family member who is ill;
- (3) Medical or dental appointments for the employee or employee's immediate family, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
- (4) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
- (5) Use of a prescription drug that impairs job performance or safety;
- (6) Additional leave beyond bereavement leaves for a death in the immediate family, to be authorized by the Executive Director.

A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. Abuse of such leave may subject the employee to discipline or termination.

Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their department head's prior approval, request a leave without pay or use accumulated compensatory time, if any.

8.4 LEAVE WITHOUT PAY

The Executive Director may grant leaves of absence (LOA) without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons such as prolonged illness or parenting. Under this policy, an LOA is an unpaid absence of five (5) working days or more.

Requests for this leave of absence must be made in writing at least two (2) weeks in advance of the need for leave unless circumstances do not allow such notice. All such leaves shall be for a definite pre-arranged period and are without pay. Leave under this policy is granted strictly at the discretion of the Agency and permission will be based on exceptional circumstances. An employee on LOA does not accumulate Vacation or Sick leave and is not entitled to any holiday pay during the leave of absence.

All other benefit payments, such as health insurance, are the employee's responsibility and they are expected to make arrangements with the Agency before the leave begins. The employee is expected to communicate with the Agency at least once per week by speaking with their supervisor while on LOA, unless otherwise arranged by the employee and their supervisor. If the Executive Director approves an LOA, please understand that because of fluctuating business needs, the Agency cannot guarantee holding the position open.

The Agency will also provide leave for employees under circumstances mandated by federal, state or local law, whether paid or unpaid.

8.5 JURY AND WITNESS LEAVE

8.5.1 Jury Duty

The Agency provides all employees leave for the full period of jury duty service. Regular full-time and part-time employees who have worked for the Agency for at least 30 days receive paid jury duty leave of up to two weeks each time they are called for jury service. In general, if jury duty extends beyond two weeks in any one instance, the additional leave will be unpaid or vacation time or a floating holiday may be used at the discretion of the employee's supervisor. Exempt salaried employees who are asked to serve longer than two weeks should contact the Executive Director to discuss whether further paid leave will be provided. Payment provided by the courts during periods of paid jury duty leave must be turned over to the Agency, excluding expense reimbursements, such as mileage. You must provide your supervisor with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, you are required to provide your supervisor with proof of jury service.

8.5.2 Witness Duty

All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless you are a witness in a case involving the Agency. For exempt employees, however, salary payment will continue except for full-day absences caused because the employee is a party in a lawsuit.

8.6 ADMINISTRATIVE LEAVE

On a case-by-case basis, the Agency may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the Agency as determined by the Executive Director during the pendency of an investigation or other administrative proceeding.

8.7 MILITARY LEAVE

The Agency provides all employees with leave while performing military service in accordance with federal and state law.

If you require time off from work to fulfill military duties, you will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify your supervisor and provide a copy of your orders as soon as possible.

8.8 BEREAVEMENT LEAVE

The Agency provides regular full-time and part-time employees with paid leave for up to five (5) days in the event of the death of an immediate family member. Employees may use available Vacation Time off to attend funerals of others.

8.9 HOLIDAYS

The following are recognized as paid holidays for all regular full-time and part-time employees:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving

Christmas Day
 Floating Holiday (2)

December 25
 Two days selected independently by each employee with supervisor's advance approval.

Any paid holiday falling on Saturday will be observed on the preceding Friday. Any paid holiday falling on Sunday will be observed on the following Monday. Employees on an approved leave of absence without pay (emergency leave, medical leave, military leave) are not eligible for holiday pay.

Non-exempt regular full-time or part-time employees will be paid for the holiday at one and one-half times their regular rate of pay for any time worked on the observed holiday. Such time must be pre-authorized by the Executive Director.

Temporary employees will be paid at their regular straight-time rate for hours worked on an observed holiday.

8.10 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the Executive Director's approval, take the day off using vacation, compensatory time, a floating holiday day or leave without pay.

8.11 ON-THE-JOB INJURIES AND TIME LOSS CLAIMS

Any employee involved in any accident or suffering a job-related injury or occupational disease is required to report the accident and/or injury/illness to their supervisor immediately, or as soon as the employee is aware of the injury or illness.

Whenever an on-the-job injury causes a regular employee to take time off work for treatment and/or recuperation ("time loss") that time is charged to the employee's sick leave balance, if any, until the State of Idaho Industrial Commission, or the Agency's workers' compensation insurance carrier, has determined whether the claim is covered under the Workers' Compensation program. If the injury is covered by the Workers' Compensation program any sick leave which has been used will be restored to the employee's sick leave balance.

If the ruling is that the time loss is not covered by the Workers' Compensation program, then the employee will continue to be charged sick leave for the time loss. If the employee exhausts all of their sick leave, then the employee will be charged their vacation, and finally may be placed on leave without pay.

8.12 FAMILY AND MEDICAL LEAVE

8.12.1 Reasons for Family or Medical Leave

Federal Law provides that certain public agencies must provide family and medical leave benefits. The Agency will comply with this law when required. Employees will be eligible for this leave when they have been employed by the Agency for at least 12 months, and have worked at least 1250 hours in the 12 months before the leave. Essentially this means that new employees, and part time employees, may not be eligible for such leave. Eligible employees are entitled to Family or Medical Leave for the following reasons:

a. Employee's Serious Health Condition

An employee may take Family or Medical Leave for the employee's serious health condition, when that condition prevents the employee from performing the essential functions of their job. This could include leave taken by a mother for a serious health condition related to pregnancy. An employee who needs this type of leave must give thirty (30) days' notice to the Executive Director, if the need for leave is foreseeable, or as much notice as is practicable if the need for leave could not be foreseen.

b. To Care for a New Child

An employee may take Family or Medical Leave to care for a newborn child, a newly adopted child, or a child placed for foster care in the home of the employee. Leave for this purpose must be taken within one year of the birth or placement of the child. An employee who anticipates the need for such leave must provide notice to the Executive Director at least thirty (30) days in advance, unless the need for such leave was not foreseeable, in which case the employee must give as much notice as is practicable under the circumstances.

c. To Care for a Spouse, Parent, or Child with a Serious Health Condition

An employee may take leave when the employee is needed to care for the employee's spouse, parent, or child who has a serious health condition as described above. The same type of notice as that required for leave for the employee's own serious health condition is required.

d. Military Family Leave

1. **Qualifying exigency leave:** An employee may use up to 12 weeks of their FMLA leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, daughter, or parent is on covered active duty or called to covered active-duty status. This occurs when the Servicemember is a member of the regular Armed Forces or a reservist and is deployed to a foreign country. Qualifying exigencies may include: (1) short-notice deployment; (2) attending certain military events; (3) arranging for alternative childcare; (4) addressing certain financial and legal arrangements; (5) periods of rest and recuperation for the Servicemember; (6) attending certain counseling sessions; (7) attending post-deployment activities; and (8) other activities arising out of the Servicemember's active duty or call to active duty and agreed upon by the Company and the employee.

2. **Leave to care for a covered Servicemember:** An employee may take up to 26 weeks of leave to care for a covered Servicemember who is their spouse, son, daughter, parent, or next of kin, during a single 12-month period. With this type of leave, the 12-month period is measured forward from the date the leave starts instead of the "rolling backward" method.

A covered Servicemember is a current member of the Armed Forces, including a member of the National Guard, Reserves, or Veteran, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty. It also includes leave for a Servicemember who is a veteran, who has served within the last five years, and has developed a service-related injury or illness that was incurred or aggravated while on active duty. The serious injury or illness must render the Servicemember medically unfit to perform the duties for which the Servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

8.12.2 Requests for Family or Medical Leave

All requests for family leaves, paid or unpaid, must comply with work rules, including work rules regarding notification of illness. In addition, at the time leave is requested, the Agency reserves the right to require the employee to obtain a medical certification from a physician, on a form provided by the Agency. This medical certification will allow the Agency to verify that the leave qualifies for Family or Medical Leave. Anytime the Agency requests such a certification, the certification must be returned within 15 days. If not returned, the protected designation of the leave may be delayed until the certification is completed. The burden is thus on the employee to return the medical certification as soon as possible so that leave protection will not be delayed.

8.12.3 Use of Paid Leave for Family or Medical Leave

An employee may choose, or the Agency may require, use of paid sick leave accruals when the leave is taken for a serious health condition of the employee, parent, child or spouse, or when leave is taken to care for a new child, by

birth, adoption or foster care placement. In addition, vacation leave, a floating holiday, or comp time accrued may be used by the employee, at the option of the employee, if the employee requests time off according to their department's work rules. Any leave taken beyond such accrued leave is unpaid leave.

8.12.4 Length of Leave

The employee is entitled to up to 12 weeks of unpaid leave in any 12-month period for family or medical leave. A 12-month period shall be measured forward from the first date of an employee's family or medical leave (i.e., if the first day of family or medical leave is March 15, the 12-month period will run through the following March 14).

8.12.5 Benefits

Regular employees taking leave without pay must first exhaust all posted vacation before moving to unpaid status. An employee on leave of absence without pay does not accrue vacation and sick leave during the period of leave.

An employee on leave of absence for family or medical leave will continue to receive group health, short term disability and long term disability and life insurance benefits during the leave to the same extent as if the employee had been continuously employed during such leave. The Agency will pay the employee's proportionate share of insurance to the same extent as it pays for other employees.

Employees should contact the Financial Officer prior to going on leave, or as soon as possible if the need for leave was not foreseeable, to make arrangements for the continuation of health benefits during the leave, and to ensure that new children are added to the appropriate insurance coverage. Where an employee has been responsible for premiums for family or other coverage, arrangements must be made to assure payment of such premiums during the course of the leave.

Employees may be required to provide periodic medical certifications to substantiate the continuing need for family or medical leave. In addition, employees are required to update the Agency at least weekly on the status of their return to work.

8.12.6 Return to Work

Upon returning from qualifying medical or family leave, the employee is entitled to be reinstated to the same position held before the leave, or to a position with equivalent pay, benefits and conditions. Employees who have exhausted their 12 week entitlement but do not return from their leave will be terminated to the extent permissible by law.

8.13 PAID PARENTAL LEAVE POLICY

Maternity/paternity/adoption leave under this policy is paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. Maternity/paternity/adoption leave is not charged against the employee's other paid leave credits. The maximum amount of Paid Parental Leave is twelve (12) weeks. Employees will be eligible for this leave when they have been employed by the Agency continuously for at least 6 months. New employees may not be eligible for such leave unless approved in writing by the Executive Director. Temporary employees are not eligible for paid maternity/paternity/adoption leave under this policy. Paid Parental Leave is compensated at 100 percent of salary, must be taken in a single, continuous block of time, and must be taken in full within twelve (12) months of the birth or legal adoption of the child.

After the twelve (12) weeks of maternity/paternity/adoption leave have been exhausted, subsequent leave will be covered under appropriate policies. Paid maternity/paternity/adoption leave will run concurrently with FMLA leave. After paid maternity/paternity/adoption leave is exhausted, the employee is required to apply any other available paid leave or take leave without pay, which will also run concurrently with FMLA leave.

Employees on Paid Parental Leave will continue to accrue vacation and sick time and are eligible to receive holiday pay while on leave.

8.14 LEAVE AND BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

8.14.1 Regular Part-Time Employees

All leaves, including holidays, are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and (40) hours per week.

8.14.2 Temporary Employees

Temporary employees normally are not eligible to receive benefits, including leaves, holidays and insurance, except as provided in Section 3.3.

CHAPTER 9

EMPLOYEE RESPONSIBILITIES AND CONDUCT

9.1 GENERAL CODE OF CONDUCT

CCDC is a public agency and a vital part of the city's local government. Its work requires daily interaction with public officials, business leaders, the media, and the general public. Employees are public servants working in the public eye and stewards of public funds. Employees must respect and act on the direction provided by the governing board, the Executive Director and supervisor. Employees should use discretion and appropriate deference when expressing opinions on Agency-related matters.

For the Agency to be successful, all employees must represent the Agency in a professional, pleasant, courteous, tactful, efficient and helpful manner. Agency success also depends on each employee's job performance, professional conduct and behavior. The Agency expects tact and courtesy towards the public and fellow employees, respectful communications; adherence to Agency policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the Agency's equipment, grounds, facilities and resources and providing orderly and cost efficient services to its citizens.

Nothing in this section alters the at-will status of employment at the Agency or the ability of the Agency, or any employee, to terminate the employment relationship at any time.

The Agency is a relatively small organization. To function as efficiently as possible, the Executive Director may ask employees to perform duties outside regular assignments. It is no reflection on the employee's worth to the Agency, but a necessary arrangement for most small organizations. We cannot achieve our goals and provide the highest levels of service to our customers without working together as a team. Teamwork basically boils down to common courtesy and common sense. If a co-worker is overloaded and you are not, help them in any way you can. It is only a matter of time before they will return the favor. Pitch in to help a customer whether they are technically yours or not. If another employee has not quite caught on to something and you have, ask if you can make suggestions or show them another way to do it. Genuine teamwork makes for a much more enjoyable and satisfying work experience and results in happier (and more generous) customers.

To make the most efficient use of personnel, the Agency also reserves the right to change an employee's work conditions and the duties originally assigned. All positions may include other duties as assigned. Employee responses such as "that is not my job" may be considered a performance issue.

9.2 DRESS AND GROOMING

You are expected to maintain appropriate standards of grooming, personal hygiene, and dress during working hours and on Agency property. No apparel, personal grooming, or hygiene practices should distract others or create a safety hazard to you or your coworkers. Your supervisor will answer any questions you have about appropriate dress or grooming for your department. Each employee shall observe all applicable federal or state safety and health laws pertaining to dress and grooming such as wearing personal protective equipment, long pants, and protective footwear. If you need additional information about what attire is appropriate, you should ask your supervisor.

You should use good judgment in determining appropriate dress and grooming when wearing uniforms or casual attire.

If you dress inappropriately, a supervisor may counsel you. Attire that is exceptionally unprofessional or unsafe can result in you being sent home. This time off work will be without pay for non-exempt employees. Repeated violations of the dress and grooming policy can result in disciplinary action, up to and including termination of employment.

9.3 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not, directly or indirectly, engage in any outside employment or financial interest which presents a conflict of interest as defined in the Idaho Code, or interferes with the employee's ability to perform their assigned Agency job. Examples include, but are not limited to, outside employment that:

- (1) Prevents the employee from being available for work as required to meet the obligations of their employment.
- (2) Is conducted by non-exempt employees during the employee's work hours.
- (3) Incurs costs to the Agency, such as unreimbursed long-distance charges.
- (4) Is with a firm that has contracts with or does business with the Agency.
- (5) May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or self-employment should consult the Agency's Code of Ethics to determine whether a conflict with Agency employment might exist and take prescribed action if warranted.

9.4 REPORTING IMPROPER GOVERNMENTAL ACTION

State law provides protection to employees who, in good faith, report instances of government waste or abuse. If you report such misconduct and your reporting is within the protection of this law, you cannot be terminated in retaliation for such reporting.

9.5 POLITICAL ACTIVITIES

Agency employees may participate in political or partisan activities of their choosing provided that Agency resources and property are not utilized and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on Agency time or while representing the Agency in any way. Employees may not allow others to use Agency facilities or funds for political activities.

Any Agency employee who meets with or may be observed by the public or otherwise represents the Agency to the public, while performing their regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Agency property or Agency time, for a contribution for a partisan political cause.

Except as noted in this policy, Agency employees are otherwise free to fully exercise their constitutional First Amendment rights related to political activity and free speech unless the Agency's right to govern effectively outweighs the employee's rights.

9.6 CONFIDENTIAL INFORMATION

All of the Agency's records and information relating to it, its customers, employees, proprietary information, and trade secrets (collectively Confidential Information) are confidential, and you must treat the information as confidential and not disclose such information. None of the Agency or the Agency-related information (except in the ordinary course of performing duties on behalf of the Agency) may be removed from any of the Agency's premises without permission from Human Resources or your supervisor. Additionally, any records or information regarding Agency business that you obtain in your role as an employee may not be disclosed to anyone, except where required for a legitimate business purpose.

You must not disclose any Confidential Information, purposefully or accidentally through casual conversation, to any unauthorized person inside or outside the Agency. If you are unsure about the confidential nature of specific information, you must ask your supervisor for clarification. You may be subject to appropriate disciplinary action, up to and including termination of employment, for knowingly or negligently revealing Confidential Information. This non-disclosure obligation continues after you leave our employment.

9.7 NO SMOKING POLICY

For health and safety considerations, the Agency prohibits smoking, e-cigarettes, or other vaporizers by employees in all Agency facilities, including Agency-owned buildings, vehicles, and offices or other facilities rented or leased by the Agency, including individual employee offices. Smoking should be done only during designated breaks and meal periods.

9.8 PERSONAL POSSESSIONS / SEARCHES AND INSPECTIONS

The Agency furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. We do not, however, assume responsibility for any theft or damage to the personal belongings of employees, and we reserve the right to search employee desks, lockers, purses, backpacks, boxes, packages, vehicles, computer files, cabinets, file drawers and personal belongings brought onto Agency premises, if necessary, without notice and with or without reasonable suspicion.

The Agency also furnishes computers for use in conducting Agency business. The computers are the Agency's property. Because the computers are for Agency business, the Agency reserves the right to review the contents of any files or documents on the computer, including contents of any electronic mail. By using Agency equipment, you consent to such access by the Agency. Agency computers may not be used for personal business other than incidental communication resulting in no additional cost to the Agency.

Employees should not expect any personal rights of privacy to anything that they bring on Agency property, including in vehicles parked on Agency property. Any illegal and unauthorized articles discovered may be taken into custody and may be turned over to law enforcement representatives and may result in disciplinary action including, but not limited to, termination of employment. If an employee refuses to submit to a search and is found in possession of prohibited items, they may be subject to discipline, including termination of employment.

9.9 USE OF AGENCY VEHICLES AND EQUIPMENT

Use of Agency phones for local personal phone calls should be kept to a minimum; unreimbursed long distance personal use is prohibited. The personal use of wireless phone/messaging service which results in increased cost to the Agency must be reimbursed by the Employee. Other Agency equipment, including vehicles, should be used by employees for Agency business only. An employee's misuse of Agency services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

9.10 BULLETIN BOARDS

Information of special interest to all employees is posted regularly on the Agency bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the Executive Director or designee.

9.11 CONTACT WITH THE NEWS MEDIA

The Executive Director or designee shall be responsible for all official contacts with the news media, including answering of questions from the media. The Executive Director may designate specific employees to give out procedural, factual or historical information on particular subjects. If approached by the media, employees should refer the question to the Executive Director.

9.12 SEAT BELT, CELLULAR PHONE AND TEXTING POLICY

Per Idaho law, anyone operating or riding in Agency vehicles must wear a seat belt at all times. Additionally, the Agency expects its employees to refrain from using their phone or media device while driving in the course and scope of their employment. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short and use hands-free options. Texting while driving is strictly prohibited. Violation of this policy may lead to disciplinary action, up to and including termination.

9.13 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific Agency positions, an employee may be required to hold a valid Idaho State Driver's license. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify the Executive Director and will be immediately suspended from driving duties. The employee may not resume driving for Agency business until proof of a valid, current license is provided to the Executive Director. Depending on the duration of license suspension or revocation, an employee may be subject to disciplinary action, including termination.

9.14 SOLICITATIONS

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of Agency or employee property. In some instances, the collection of money for presents, flowers, parties, donations, or for cases of hardship involving current employees and their families can be considered appropriate. In these exceptional cases, such collections may be permitted with the advance notice to and approval of management. All such approved solicitations should be made during regularly scheduled rest and lunch periods and in non-work areas. The only exception to this policy is that the Agency may authorize the solicitation of funds for recognized and established charities that benefit the general community, such as an annual corporate fundraiser for United Way, for example.

9.15 SAFETY

Every employee is responsible for maintaining a safe work environment and following the Agency's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to their department head, no matter how minor the unsafe condition may seem. The Agency will make every effort to remedy problems as quickly as possible. No retaliation will occur for reporting an unsafe condition.

In case of an accident involving a personal injury, regardless of how serious, employees shall immediately notify their department head or the Executive Director. If you believe the person is in immediate danger that requires medical treatment, immediately CALL 9-1-1 AND REPORT THE EMERGENCY.

9.16 SUBSTANCE ABUSE

The Agency's philosophy on substance abuse has two focuses: (1) a concern for the well-being of the employee and (2) a concern for the safety of other employees and members of the public.

The Agency reserves the right to conduct random and baseline drug testing should the need arise in the future.

9.16.1 Availability of Rehabilitation or Treatment

As part of our employee assistance program, we encourage employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation. Although the decision to seek diagnosis and accept treatment is completely voluntary, the Agency is fully committed to helping employees who voluntarily come forward overcome substance abuse problems. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination.

9.16.2 When Job Performance Is Affected

Although the Agency is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because they are under the influence of drugs or alcohol on the job. The Agency may discipline or terminate an employee possessing, consuming, selling or using alcohol, or controlled substances during work hours. The Agency may also discipline or terminate an employee who reports for duty or works under the influence of alcohol or illegal substances.

Also prohibited is the unauthorized use of prescription drugs or the use of any legally obtained drugs (prescriptions or over-the-counter medications) when taking the drug will adversely affect the employee's job performance or safety. "Under the influence" means that the employee is impaired to any degree in the performance of their work. Employees should discuss the situation with their supervisor and obtain permission before beginning work if they are taking prescription drugs or over-the-counter drugs that may adversely affect their performance or safety. They may be required to provide properly written medical authorization from their physician to work while using medications that could negatively impact performance or safety.

To the extent allowed by law, an employee may be required to submit to alcohol or illegal substance testing when the Agency has reasonable suspicion that the employee is under the influence of illegal substances or alcohol. Refusal to submit to testing under these circumstances shall be grounds for termination. The confidentiality of test results will be protected.

9.16.3 Drug-Free Workplace

The manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on Agency premises or during work hours by Agency employees is strictly prohibited. Employees also must notify the Agency within five (5) days of any conviction for a drug violation.

9.17 GIFTS & GRATUITIES

Employees may not accept gifts of more than a nominal value (\$50.00) from any vendor, supplier, or other person doing business with the Agency. Receiving such a gift may give the appearance of influence regarding the employee's business decisions, transaction, or service. Business lunches of the same nominal value, advertising and promotional items are not considered gifts.

CHAPTER 10

DISCIPLINE AND TERMINATION

10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION

Our success in providing excellent service to our citizens and maintaining good relationships with the community depends on our employees. We have therefore outlined for your guidance certain conduct which, if engaged in, would be detrimental to our objective and could lead to disciplinary action including discharge. The Executive Director, or their designee, is responsible for evaluating, managing, disciplining, and, if necessary, discharging or terminating all employees. The Executive Director may directly communicate with any Agency employee concerning employment related issues, or coordinate such communication through respective department heads or other supervisors.

The following specified conduct is illustrative and not comprehensive. Nothing in the section alters the at-will status of employment at the Agency or the ability of the Agency, or any employee, to terminate the employment relationship at any time.

- (1) Misrepresentation or withholding of pertinent facts in securing employment.
- (2) Unauthorized use or possession of the Agency facilities/property, unauthorized use of position with the Agency for personal gain or advantage, accepting unlawful gratuities or bribes, or lying.
- (3) Smoking in any unauthorized posted area or creating of fire hazards in any area.
- (4) Failure to report an occurrence causing damage to Agency, customer, or public property; failure to properly secure the Agency facilities or property.
- (5) Unauthorized recording of one's own or another employee's time record (all involved employees can be subject to disciplinary action).
- (6) Habitual lateness for work; absence without proper notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism; loitering, goofing off, failing to assist others in a work situation.
- (7) Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the Agency or our employees, on or off premises; disorderly conduct, including fighting on the premises; rudeness, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees.
- (8) Intentional falsification of records/paperwork required in the transaction of the Agency business.
- (9) Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work or concealing defective work.
- (10) Failure to observe safety practices, rules, regulations, and instructions; negligence that results in injury to others; failure to wear required safety clothing and equipment.
- (11) Failure to promptly report to your immediate supervisor an on-the-job injury or accident involving an employee, equipment, property, or visitor.
- (12) Dishonesty or theft, including deliberate destruction, damage, or removal of the Agency's or other's property from the premises, or any job site.

- (13) Possession, use, sale, or being under the influence of alcohol and illegal drugs or misusing legal drugs while on Agency business (including standby duty). The only exception to this rule shall be for an employee using or possessing a controlled substance prescribed by a doctor if such use does not impair safe and/or efficient work performance.
- (14) Conviction of a misdemeanor or felony.
- (15) Unauthorized or personal use of the Agency corporate credit card.
- (16) Possessing dangerous or illegal firearms, weapons or explosives while on Agency premises.
- (17) Bribery of any kind.
- (18) Indecency on Agency property.
- (19) Sleeping on the job.
- (20) Malicious gossip that interferes with work performance or work production; or engaging in behavior that creates discord and lack of harmony.

10.2 LAYOFF

The Executive Director, in their discretion, may lay off employees for lack of work, budgetary restrictions, reorganization, or other changes that have taken place. In determining who is to be laid off, consideration will usually be given to individual performance and job qualifications, as determined by the Agency. Seniority may be considered when performance and qualifications are equal, as determined by the Agency. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified, but there is no guarantee of re-employment.

10.3 RESIGNATION

An employee is encouraged to provide at least (2) weeks' notice of resignation. This time limit may be waived or reduced by the Executive Director.

CHAPTER 11

COMPLAINT PROCEDURES

11.1 COMPLAINT PROCEDURES

The Agency recognizes there may be occasions for misunderstandings and that problems in an employment setting do come up. We want to clear up these types of situations in a fair and timely manner and to do this we need your help in bringing them to the Agency's attention. We want you to know that management is never too busy to be informed of work-related problems, complaints, and disputes of any employee.

If you have a problem at work, you should promptly talk to your supervisor or Human Resources. Our supervisors are committed and trained to provide employees with the tools and positive working environment to do their job to the best of their ability with minimal distractions. We want to understand and solve the issue. Employees will be treated with respect and dignity by all our management personnel.

If you do not feel comfortable talking with your supervisor or Human Resources, please contact the Agency Executive Director. If you do not feel comfortable talking to any of those people, you may file a written complaint with any member of the Agency Board of Commissioners Executive Committee. Such complaints will be passed along to the Chair of the Board of Commissioners for action.

Every necessary action will be taken to resolve a problem or settle a dispute in a fair and equitable manner. We recognize our employees as our most valuable resource, and we take all employee problems and complaints very seriously. No problem is too small or insignificant and each issue will be given our attention and consideration.

CHAPTER 12

ELECTRONIC COMMUNICATION

12.1 ELECTRONIC COMMUNICATION MONITORING

The Agency monitors its phone system, network and computers. Information stored in or on company facilities is subject to inspection at any time without notice. Employees have no personal privacy right in anything created, received, or sent on or from the computer and/or internet system; by accessing the system, employees expressly waive any right of privacy in anything they create, store, send, or receive on the system. By accessing the system, employees further consent to allowing personnel of the Agency to access all material created, sent or received on the system.

12.2 ELECTRONIC COMMUNICATIONS AND PUBLIC RECORDS

As the Agency is a public entity, each employee is subject to public records laws.

Each employee is responsible for the content of all text, audio or images that they create, send, forward, retrieve, or store using the Agency's electronic communication systems. Employees should not consider any electronic communication, media or services to be either private or secure. Although email, computer and network accounts may be protected by passwords, Employees should understand that their account and records may not be private. Employees using the Agency's information technology expressly waive any right of privacy in anything they create, store, send, or receive on an Agency computer or through the Agency provided Internet. This includes, but is not limited to, messages or data sent or received on a mobile device. The term mobile device includes cellular telephone, smartphone, tablet, PDA, etc. The use of personally-owned mobile devices to send and/or receive electronic communications for the transaction of Agency business creates a record that may be subject to disclosure pursuant to a public records request. Employees who use personal mobile devices to transact Agency business may be required to provide all communications that relate to Agency business, including text messages, to the Agency upon request. The Agency discourages the transaction of Agency business via text message on personal mobile devices and/or the transaction of Agency business via personal email accounts.

12.3 CYBERSECURITY; INTERNET POLICY

The Agency protects its technology and information assets from threats by implementing cybersecurity protocols. Each employee plays a critical role in Agency security and is required to follow all established cybersecurity protocols in their use of devices and materials, handling and storage of data, and sharing and communicating information.

Employees may use the internet to increase productivity. Employees are expected to comply with all Agency policies that may be applicable to the internet. These include, but are not limited to, confidentiality, harassment, solicitation, outside employment and business ethics. Under no circumstances are pornographic or harassing materials to be sent, received, viewed, or downloaded using company facilities at any time or using personal facilities during working hours. Employees also may not use any Agency device or equipment to access internet content that includes a source for gambling, which includes but is not limited to, any form of poker, blackjack, racing, sports betting and/or wagering of any kind.

Personal use of the internet is not prohibited if it does not interfere with job responsibilities and productivity. Anonymous messages are not to be sent. Aliases are not to be used. Employees are not to place personal copies of software or data on any computer without prior authorization. Employees are also not to download any software on any Agency device without the express approval of the Executive Director, and are not permitted to download copies of Agency-provided software on personal devices.

If the employee is using an internet site paid for by the Agency, the employee is expected to only use it for business purposes. All work created or received using Agency equipment or facilities are Agency property. Illegal use of software is prohibited.

The Agency does monitor its phone system, network, and computers. Information stored in or on Agency facilities is subject to inspection at any time without notice. Employees have no personal privacy right in anything created, received or sent on or from the computer and/or internet system; by accessing the system, employees expressly waive any right of privacy in anything they create, store, send or receive on the system. By accessing the system, employees further consent to allowing personnel of the Agency to access all material created, sent or received on the system.

Violation of this Agency policy will be addressed as a performance issue.

All items uploaded to our website are to be scanned for viruses. All items downloaded from websites or any other locations are to be scanned for viruses. Material downloaded from the internet is to be placed on a USB flash drive first; it is never to be placed on a hard drive. At least two anti-virus software programs are to be used to scan for viruses before any material from an external source is placed on our network system.

12.4 SOCIAL MEDIA POLICY

12.4.1 Introduction

The Agency recognizes that social media can be a highly effective tool for sharing ideas and exchanging information. The Agency is committed to using social media to promote the Agency's mission and strategic plan and to maintain effective communications with employees, customers, business partners and citizens. The Agency has an interest and responsibility in determining what is published on behalf of the Agency via social media. The purpose of social media is to disseminate information from the Agency, to the public to provide a forum for discussion and to gather feedback from residents and visitors on Agency-related issues. This regulation establishes rules for the creation and use of social media by Agency employees as a means of conveying Agency related content to the public. This regulation applies to all Agency employees.

12.4.2 Definitions

- A. Social Media – web and mobile based technologies which are used for interactive communication by organizations, communities and individuals often utilizing, but not limited to, third-party services that connect users to one another. Examples of social media include, but are not limited to, TikTok, Instagram, Snapchat, Facebook, Twitter, Google+, LinkedIn, YouTube, MySpace, Second Life, Delicious, Yelp, Flickr, Picasa, blogs, message boards, and chat rooms. Social media may exist in many different forms including, but not limited to, blogs, vlogs, internet forums, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music sharing, and voice over IP.
- B. Posts – content published through social media that may consist of dialogue, pictures, videos, URLs, articles, or other communicative content.
- C. Comments – response, reply, observation or opinion made via a social media to a post or another comment, usually made by outside third parties.
- D. Digital Equipment – includes but is not limited to computers, laptops, telephones, cellular phones, smart phones, and iPads. Any technology provided by the Agency for communication, computing, etc., is covered by this definition.
- E. Electronic Communication – any communication made via digital equipment including but not limited to email, texts, phone calls, voicemail and tweets.
- F. Disparaging Remarks – posts or comments made to ridicule, discredit, or demean another person.

12.4.3 Social Media Account Access

Social media network access shall be limited to those with a clear business purpose to use the forum. Only official Agency spokespersons and authorized individuals shall have permission to create, publish or comment on behalf of the Agency. All users shall obtain authorization, as described within this section, prior to creating and maintaining a page or site associated with the Agency on a social media network. All authorized social media pages or sites associated with the Agency shall belong to and be managed by the Agency.

Only individuals who are authorized by the Executive Director or their designee are permitted to access, manage and/or post via Agency social media for the purpose of conducting Agency business.

The Executive Director or their designee is responsible for maintaining an up to date list of all social networking application domain names in use, the names of all authorized employee administrators or users of these accounts, as well as the associated user identifications and passwords currently active within their respective departments.

Oversight of Agency sponsored social media shall be performed by supervisors of those authorized to manage the Agency's social media activity. All posts on Agency social media shall be in accordance with this policy. The Executive Director or their designee shall monitor the Agency's social media for comments requesting responses from the Agency and for comments in violation of this policy. The Executive Director or their designee will also monitor content on Agency social media to ensure adherence to this policy and the interests and goals of the Agency. The Executive Director or their designee responsible for the creation and/or maintenance of social media content shall ensure that it is able to edit or remove this content.

Authorized individuals representing the Agency on Agency social media must conduct themselves at all times as a representative of the Agency in accordance with all Agency policies.

When an individual responds to a comment in their official capacity as an Agency employee, the individual shall not share personal information about himself or herself, or other Agency employees. If the Agency has multiple individuals posting or commenting on behalf of the Agency, those individuals shall coordinate their responses to ensure that conflicting views and/or information is not being disseminated.

Whenever possible, Agency social media should link back to the official Agency website for forms, documents, online services, and other information necessary to conduct business with the Agency.

Use of posted photographs on social media sites shall abide by all copyright and printed material laws. All Agency social media shall adhere to applicable federal, state, and local laws, regulations and policies.

All content or comments made in any social media shall conform to that site's terms and conditions of use.

12.4.4 Prohibited Content in Agency Social Media

As a public entity the Agency must serve all of its constituents in a civil and unbiased manner. Agency social media posts and comments containing any of the following inappropriate forms of content shall not be allowed and are subject to removal and/or restriction by the Agency:

- A. Comments not topically related to the particular social media post being commented upon, including random or unintelligible comments;
- B. Profane, obscene or violent language and/or content;
- C. Defamatory or personal attacks;
- D. Threats to any person or organization;

- E. Content that promotes, fosters, or perpetuates harassment or discrimination on the basis of race, color, religion, sex, age, national origin, citizenship status, disability, genetic information, veteran status, pregnancy, marital status, sexual orientation or gender identity/expression;
- F. Sexual content or links to sexual content;
- G. Any comments for the solicitation of commerce that is not related to the Agency or its business partners, including but not limited to advertising of any business or product for sale;
- H. Comments in support of or opposition to political campaigns, or candidates;
- I. Encouragement of illegal activity;
- J. Conduct in violation of any federal, state, or local laws;
- K. Information that may tend to compromise the safety or security of the public or public systems;
- L. Content that violates a legal ownership interest, such as trademark, patent, or copyright, of any other party; or
- M. Confidential or proprietary information.

12.4.5 Expectation of Privacy

Nothing in this policy bestows an individual right nor may it be construed to provide an expectation of privacy. Users of social media should be mindful that once content is placed online, it is no longer under the user's control. Content posted to the internet is immediate and does not expire. Participation in social media, whether by Agency or non-Agency internet resources and whether made while on or off duty must not violate the privacy rights of other Agency employees or customers or violate any Agency policies.

12.5 SOCIAL MEDIA PERSONAL USE

12.5.1 Introduction

The Agency recognizes that many employees have personal social media accounts and engage in various social media activities. As such, the Agency respects employees' right to express personal opinions when using personal social media and does not retaliate or discriminate against employees who use personal social media for political or other lawful purposes. However, employees are personally responsible for content they post on personal social media.

Social media come in many forms including, but not limited to, internet forums, blogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music sharing, voice over IP, and others. Social media also include social websites and online communities for business and personal use, such as Facebook, LinkedIn, Yelp, YouTube, Twitter, message boards, and chat rooms.

The purpose of this policy is to caution employees regarding their use of personal social media as it relates to the Agency. This regulation applies to all Agency employees.

12.5.2 No Expectation of Privacy

The Agency may monitor content, comments, and/or discussions about the Agency on social media made by anyone at any time. Content posted to the internet is immediate and does not expire. Users of social media should be aware that they are not anonymous when they make online comments. Even if a person posts anonymously or under a pseudonym, their identity may still be determined. Utilization of privacy settings for personal use of social media is

recommended. However persons who use social media should be mindful that once content is placed online, it is no longer under their control and content shared via private social media does not always stay private.

Employees should have no expectation of privacy while using Agency digital equipment or facilities for any purpose including the use of electronic communications. Regardless of password use and privacy settings, the Agency may retrieve, review and/or monitor or log internet usage and content found on Agency systems and digital equipment, including deleted messages, posts, or comments without notice to the employee. Therefore, users have no expectation of privacy in the use of the Agency's systems or equipment to download, transmit, post, comment, or store information. Nothing in this regulation bestows an individual right nor may it be construed to provide an expectation of privacy.

12.5.3 Employee Personal Use of Social Media

An employee may access social media while at work within the parameters of the Agency's policies. Users are expected to limit use to personal time, such as breaks, lunch periods and off-duty time. If an employee's use of social media becomes excessive, interferes with or is disruptive to Agency business or productivity, or negatively affects the employee's job duties, the employee may be subject to discipline, up to and including termination.

When posting to personal social media, if an employee speaks about job-related content or makes reference to the Agency, people may perceive the individual to be talking on behalf of the Agency. If the employee is not acting in an official and/or authorized Agency capacity, the employee shall use a disclaimer and make it clear that the views are not necessarily reflective of the views of the Agency. An example of such disclaimer is "The views, opinions, ideas, and information expressed on this site are my own and neither reflects the views of my employer nor is in any way attributable to the Agency."

Participation in social media, whether by Agency or non-Agency internet resources and whether made while on or off duty must not violate the privacy rights of other Agency employees, customers, or business partners, or any Agency policy. When participating in social media employees are expected to know and follow all Agency's policies. They are also expected to be respectful, truthful, accurate, and not engage in retaliatory behavior.

12.5.4 Prohibited Conduct in Personal Social Media

Employees may be disciplined up to and including termination for engaging in any of the following in their personal online social media activity:

- A. Promoting or taking part in activities which violate federal, state, or local law.
- B. Threatening harm, directly or indirectly, to any Agency employee or Agency customer, business partner, vendor, or supplier.
- C. Making false or misleading statements about Agency employees, the Agency, Agency customers, business partners, vendors, or suppliers.
- D. Making disparaging remarks toward or about any Agency employee, the Agency, Agency customers, business partners, vendors, and/or suppliers that are based on race, color, religion, sex, marital status, pregnancy, age, national origin, citizenship status, disability, genetic information, veteran status, sexual orientation, gender identity/expression or other characteristic protected by law.
- E. Using social media to bully, harass, or retaliate against Agency employees or Agency customers, business partners, vendors, or suppliers.
- F. Posting content or making comments that purport to express the opinions of the Agency. If a comment or post could reasonably be interpreted to express the opinions of the Agency, then the employee shall state that the comment/post is a personal opinion in the manner previously described in this regulation.

Only an individual officially authorized by their supervisor may post or comment on behalf of the Agency. The fact that the subject of the social media content is not specifically named does not constitute a defense or excuse for Agency employees to engage in behavior via their personal social media that violates Agency policies.

Employees are expected to report known violations of this policy to the Executive Director. This policy is not intended to and should not be construed as prohibiting or discouraging protected employee speech or complaints about the terms and conditions of employment of Agency employees. While we encourage you to communicate directly to the Agency with concerns or problems, we recognize your right to choose to work together with other employees to address workplace concerns and will respect your right to do so.

12.5.5 Employee Responsibility and Duty To Report

Employees are personally responsible for the content they publish via personal social media. Conduct that violates any aspect of this regulation is subject to investigation and discipline regardless of whether such conduct may have occurred away from work or on non-working time. Employees with questions regarding whether certain activities fall within the parameters of this regulation are encouraged to contact their supervisor.

12.6 MOBILE COMMUNICATIONS POLICY

CCDC will authorize certain employees, on a voluntary basis, to use their personal cellular devices for work purposes when required by their job duties, with payment of an allowance under the terms of this policy. The allowance is considered additional compensation and will be subject to all applicable taxes and withholdings. Allowances are not considered an entitlement and may be changed or withdrawn at any time. CCDC is not liable for purchase, maintenance, damage or loss of the mobile communication device.

Eligibility will be determined by the Executive Director and is based on; communication capability requirement of an employee's job, employee safety requirements, employee being a critical decision maker, employee monitoring mission critical information during non-business hours and other special circumstances as approved by the director.

Allowances will be approved annually by the Executive Director for a one year term and will be paid monthly. Employees are responsible for signing a Mobile Communication Agreement and for providing a copy of the pages from the monthly statement verifying the charge to the accounting department. Under no circumstance will the allowance be greater than cost of the mobile device service plan.

CCDC is not responsible for the administration and payment of all mobile communications costs, nor is it liable to any party for the contractual obligations of the plan. The employee is required to notify CCDC if the mobile communication device that they are receiving the allowance for is lost, stolen or no longer in operation. WORK RELATED RECORDS AND COMMUNICATIONS ARE LIKELY SUBJECT TO IDAHO PUBLIC RECORDS REQUESTS. SUCH RECORDS AND COMMUNICATIONS MAY INCLUDE BUT ARE NOT LIMITED TO: CALL LOGS, TEXTS, EMAILS AND OTHER MESSAGES. SHOULD A PUBLIC RECORDS REQUEST BE FILED, YOU WILL BE ASKED TO GIVE YOUR DEVICE TO THE AGENCY, ITS ATTORNEYS OR TECHNOLOGY REPRESENTATIVES TO REVIEW THAT INFORMATION TO DETERMINE WHAT INFORMATION IS SUBJECT TO DISCLOSURE. EMPLOYEES ARE RESPONSIBLE TO ENSURE THAT CELLULAR DEVICES ARE PROPERLY SECURED VIA PASSWORD PROTECTION.

12.7 RECORD RETENTION

Employees are required to comply with the Agency's records retention schedule. The schedule is incorporated into the Board's Public Records Retention policy and was most recently updated by Resolution 1487 on March 13, 2017.



Capital City Development Corporation

RECEIPT OF EMPLOYEE POLICIES

All employees should read the following; then sign, date, and return the form to the Agency Executive Director. The signed form will be placed in the employee's personnel file.

You have received a complete copy of the Capital City Development Corporation Employee Manual. It is your responsibility to read and understand all of these policies, as they will acquaint you with some of your employee benefits, our employee practices and rules, and some organizational philosophy.

By signing below, employee specifically acknowledges receipt and review of:

- The Harassment and Discrimination Policy, Section 2.3
- The Mobile Communications Policy, Section 12.6

Employee agrees to comply with the Employee Manual and all Agency policies.

Employment with the Agency is at-will and it is important to understand that these policies do not create an employment contract or a guarantee of employment of any specific duration between the Agency and its employees. Although we hope that your employment relationship with us will be long term, we recognize that at times things do not always work out as hoped, and either of us may decide to terminate the employment relationship, at any time, with or without cause.

As the Agency grows and changes, these policies may change. The Agency, therefore, reserves the right to revise, supplement, clarify, or rescind any policy or portion of a policy when deemed appropriate by the Executive Director. You will be notified of any such changes.

Please also understand that no supervisor, manager or representative of the Agency other than the Executive Director has the authority to make any written statements or representations which are inconsistent with these policies. Any changes by the Executive Director for particular employees must be in writing or they are ineffective.

If you have any questions about these policies or any other policies of the Agency, please feel free to ask the Executive Director.

I have read and understand the statements above.

Employee Signature

Date

Employee Printed Name



AGENDA BILL

Subject: Adoption of Health Reimbursement Arrangement (HRA) Plan		Date: November 13, 2023
Staff Contact: John Brunelle, Executive Director	Attachment: 1. Resolution 1846	
Action Requested: Adopt Resolution 1846 authorizing the adoption of a Health Reimbursement Arrangement (HRA) Plan		

Fiscal Note:

By establishing that certain sick leave accruals will be swept into the HRA-VEBA (replacing the unused sick leave program administered by PERSI), the Agency could incur up to \$45,300 in Year One. Expenses related to this program will be much lower in future years. The Agency's adopted FY24 Budget has sufficient funds earmarked for this expense.

Background:

A Health Reimbursement Arrangement (HRA) plan is a 501(c)(9) plan under the Internal Revenue Code that provides each employee member with an individual account to pay qualified medical care expenses and premiums. Established in 1990, the HRA-VEBA Plan (*VEBA: voluntary employee's beneficiary association*) is for governmental employees of Washington, Oregon, and Idaho, providing benefits to over 86,000 public employees and retirees from nearly 700 employers. In Idaho, numerous cities and public agencies participate in the HRA-VEBA, including: the cities of Boise, Garden City, Nampa, Caldwell, New Plymouth, Donnelly, Hailey, Sun Valley, Coeur d'Alene, Moscow, and Pocatello; Valley Regional Transit; the Association of Idaho Cities; the Fire Protection Districts of Eagle, Nampa, Star, and Wood River; as well as counties, school districts, library districts, and irrigation districts.

The HRA-VEBA Plan allows an employer to deposit pre-tax dollars into employee HRA accounts which can then be used by the employee tax-free for eligible expenses. Plan assets are held in trust for the employee, and all management and administration of the program is handled by the HRA-VEBA Board of Trustees.

HRA-VEBA will replace the current PERSI Voluntary Sick Leave Program established by Idaho Code § 59-1365. Participation was authorized by the Agency Board in 2017 and was only available to employees at the time of retirement.

While the individual employee is responsible for monitoring investments in their HRA account, HRA-VEBA funds are not viewed as qualified retirement plans such as a 401(k) or 457 and a

member cannot choose the amounts to deposit into their account. Instead, the Agency decides from time to time how and when to fund employee accounts. With the establishment of the HRA, the Agency intends to seed employee accounts with unused sick leave and Wellness Program funds (see Employee Manual Section 7.3.2).

Employees can withdraw funds at any time, not just at retirement. The only rule is that the funds must be used to reimburse eligible healthcare expenses. Additionally, HRA accounts have the right of survivorship – so unlike the PERSI Voluntary Sick Leave Program where funds are forfeited upon death, HRA funds always belong to the employee and the employee's designated beneficiary.

Recommendation:

Approve adoption of a Health Reimbursement Arrangement (HRA) Plan.

Suggested Motion:

I move to adopt Resolution 1846 authorizing the adoption of a Health Reimbursement Arrangement (HRA) Plan.

RESOLUTION NO. 1846

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, AUTHORIZING THE ADOPTION OF A HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Agency has determined that it is in the best interest of the Agency and its employees to adopt a health reimbursement arrangement (HRA) plan which provide tax-free, defined contribution accounts for employees to reimburse qualified medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses of the employees and their qualified dependents; and,

WHEREAS, the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Trust") offers and administers an HRA plan (the HRA VEBA Plan) with one or more types of HRA coverage for the benefit of participating employers who adopt the Plan and Trust and their employees and plan participants; and,

WHEREAS, the Agency desires to adopt the HRA VEBA Plan and to use the services of the Trust to administer its HRA plan; and,

WHEREAS, eligibility of employees for contributions to the HRA VEBA Plan is determined based upon policies of the Agency, collective bargaining agreements, and applicable law; and,

WHEREAS, the HRA VEBA Plan will be administered in accordance with the Plan documents provided by the Trust, as amended from time to time; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to adopt the HRA plan.

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

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

Section 2: The Agency Board hereby elects to adopt and participate in the HRA VEBA Plan and Trust for the benefit of eligible employees as defined by Agency policies or collective bargaining agreements.

Section 3: The HRA VEBA Plan will be funded with Agency contributions, determined from time to time pursuant to policies of the Agency, collective bargaining agreements, and applicable law, and will be further subject to the terms and conditions set forth in the HRA VEBA Plan documents and policies and procedures of the HRA VEBA Plan and Trust.

Section 4: The Agency Executive Director is hereby authorized to execute documents and establish procedures and provide direction to any Plan representatives, service providers, and advisors, consistent with Plan and Trust provisions and applicable Agency policies and collective bargaining agreements necessary to affect the adoption and administration of the HRA VEBA Plan.

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 November 13, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on November 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: By: _____
Latonia Haney Keith, Chair

By: _____
Lauren McLean, Secretary



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V. ACTION ITEMS



AGENDA BILL

Agenda Subject: Resolution 1843 approving the CM/GC ranking on the 5th & 6th Streets Roadway Improvements project		Date: November 13, 2023
Staff Contact: Zach Piepmeyer, P.E., Parking & Mobility Director Kathy Wanner Contracts Manager	Attachments: 1. Resolution 1843 2. RFQ (issued Sept 18, 2023) 3. Final evaluation tally	
Action Requested: Adopt Resolution 1843 approving the CM/GC ranking on the 5th & 6th Streets Roadway Improvements Project.		

Background

The 5th & 6th Streets Roadway Improvements project includes public improvements that will enhance the condition of the roadway pavement, improve pedestrian facilities, improve stormwater facilities, upgrade traffic signal equipment and provide streetscape repairs at key locations throughout both corridors.

Initially a two-way conversion project, ACHD began this project in 2016 and progressed through a Feasibility Study, followed by Concept Alternatives Design, selection of a preferred alternative (i.e. the “partial” two-way conversion), and early Final Design activities. In 2019, ACHD reprogrammed project funds to other areas of its operations, resulting in a two-year project hiatus.

In late 2021, the City of Boise identified the two-way conversion project as a high priority and requested ACHD fund and advance the project through design and construction. As ACHD had resources committed to other projects, ACHD recommended that the Agency manage the project to achieve the City’s goals within the Agency’s timeline in the RMOB district.

Following development of an Interagency Cost Share Agreement with ACHD (executed December 2022) and development of a consultant design scope (approved January 2023), the Agency has been coordinating with ACHD, City of Boise, State of Idaho, ITD and other key stakeholders to refine the project scope and advance the final design.

The project includes the following primary elements:

- **Pedestrian Facility Upgrades**
 - Replacement of existing non-compliant facilities with ADA-compliant facilities.
 - Construction of sidewalk bulbouts (i.e. curb extensions) at several key locations.
- **Pavement Maintenance/Reconstruction**
 - Application of microseal to existing asphalt pavement (south of Front Street, for two-way conversion only)
 - Asphalt pavement reconstruction (north of State Street)
 - Concrete pavement reconstruction (Front to State Street)
- **Utilities**
 - Coordination with utility providers for necessary upgrades to deficient utilities within the roadway
 - Relocation of conflicting utilities
- **Stormwater Infrastructure Improvements**
 - Green stormwater facilities consisting of permeable pavers within parking lanes at key locations
 - Upgrades to existing stormwater collection and routing system to accommodate other project improvements
- **Limited Streetscape Improvements**
 - Reconstruction of streetscapes at select locations to be compliant with the City of Boise's Streetscape Standards, including suspended pavement systems, irrigation system, street trees, historic light pole assemblies and other streetscape furnishings
- **Pending State of Idaho Approval: One-Way to Two-Way Traffic Conversion**
 - Convert 5th Street (Myrtle to Washington) and 6th Street (Myrtle to Fort) from a one-way couplet to two-way traffic operations. Two-way conversion of 5th Street between Washington and Fort will be considered by ACHD under a separate project at a later date.
 - Modification of existing signal infrastructure, pavement markings and signage to permit two-way vehicle travel.

The one-way to two-way conversion component must be approved by the Authorities Having Jurisdiction, which includes ACHD, ITD and now—due to House Bill 025 adopted in spring 2023—the State of Idaho. ACHD originally approved the partial two-way conversion in 2017. In late 2022, ITD requested the City/CCDC provide additional project detail and traffic analyses so that ITD could better evaluate the partial two-way conversion. The Agency submitted the ITD-requested information in mid-June 2023 but has yet to receive written approval back from ITD. Staff from the City/CCDC continue to coordinate with representatives from ITD as well as the State of Idaho Department of Administration and State of Idaho Capital Commission on securing approvals for the two-way conversion component of the project.

The project will be executed as an ACHD/CCDC partnership with funding distributed as memorialized in the aforementioned Interagency Cost Share Agreement. Generally, the Agency will be covering costs associated with pedestrian facility upgrades, streetscape improvements

and two-way conversion work located inside the RMOB District. ACHD will be covering all other costs.

The current engineer's estimate of project costs and the proportionate share between ACHD and CCDC is as follows:

	Design (FY23/24)	Construction (FY24/25)	Total	%
CCDC	\$424K	\$2.5M	\$2.9M	24%
ACHD	\$447K	\$8.7M	\$9.2M	76%
Total	\$871K	\$11.2M	\$12.1M	

The program of improvements anticipated with this project is extensive and will require precise planning, coordination and adherence to schedules. Due to the complexities inherent to road construction in downtown, the Agency determined the best approach for this project would be to utilize the Construction Manager/General Contractor ("CM/GC") construction delivery method.

The CM/GC Delivery Method

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

The Agency selected Kittelson & Associates, Inc. to provide design services for the project. During pre-construction, the CM/GC collaborates with the design team and Agency to review and modify the design as needed to improve constructability, estimate costs of the design, and develop a logistics and phasing plan for construction. Prior to the design team finalizing the design plans, the Board will oversee amendment of the CM/GC contract to provide for the Guaranteed Maximum Price (GMP) for construction.

The GMP is a key benefit of all CM/GC contracts: the contractor guarantees the construction price, making the contractor "at risk" if the price goes higher. At that point, the CM (Construction Manager) becomes the GC (General Contractor) to construct the project.

Hiring the CM/GC

The Agency issued a Request for Qualifications (RFQ) on September 18, 2023, inviting licensed CM/GC companies to submit Statements of Qualifications (SOQ). Public notice was published in the Idaho Statesman newspaper on September 18 and September 25. Notice was also sent to eleven general contractors holding the requisite Construction Manager license. A pre-proposal meeting was held on September 28 and one addendum was issued on September 29.

Two companies submitted qualifications by the October 18, 2023 submission deadline: Guho Corp. and McAlvain Construction, Inc. Each of these companies is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their SOQs.

The Agency convened an evaluation panel of Agency staff, ACHD staff and the project consultant. The two SOQs received were evaluated first for compliance with the technical requirements as

prescribed in the RFQ: both firms met these requirements. They were then ranked based on qualifications and demonstrated competence. Each firm was evaluated on the criteria specified in the RFQ: company profile, CM/GC project team, experience and past performance, project approach and schedule, and project management. The panel members ranked **McAlvain Construction, Inc.** as the top-ranked firm.

The panel concluded that McAlvain Construction, Inc. exhibits a well-orchestrated team approach that is built on a depth of CM/GC experience. The effective construction management approach presented by the company, coupled with their depth of resources, current team and consultant experience with the Rebuild 11th Street project, and influence within the local subcontracting community, offers the Agency schedule and budget certainty in today's construction market. McAlvain Construction's can-do attitude is bolstered by strong communication methods. In short, McAlvain Construction, Inc. offers a highly qualified team backed by a sophisticated, local construction company that is dedicated to giving the 5th & 6th Streets Roadway Improvements Project the company's full attention.

Please see Attachment 3 for the panel's scoring of the companies. In accordance with Idaho Code § 67-2320(2), securing the services of the CM/GC firm will involve negotiating with the highest ranked firm for a contract to perform the services at a reasonable and fair price. If the Agency is unable to negotiate a satisfactory contract, the Agency may undertake negotiations with the next highest ranked firm for a contract at a reasonable and fair price. State statute establishes this process so that the public receives a fair price for professional services.

Fiscal Notes

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

Staff Recommendation

Adopt Resolution 1843 approving the ranking for the RFQ: CM/GC for the 5th & 6th Streets Roadway Improvements Project and authorizing the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth by state statute.

Suggested Motion:

I move to adopt Resolution 1843 approving the ranking for the RFQ: CM/GC for the 5th & 6th Streets Roadway Improvements Project and authorize the Executive Director to negotiate and execute a Construction Manager/General Contractor agreement for the Project.

Attachment 1 – Resolution 1843

RESOLUTION NO. 1843

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE RANKING FOR THE AGENCY'S REQUEST FOR QUALIFICATIONS FOR A CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) FOR THE 5TH AND 6TH STREET ROADWAY IMPROVEMENTS PROJECT IN ACCORDANCE WITH IDAHO CODE SECTION 67-2320; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE THE CM/GC AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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 certain portions of 5th Street, Myrtle Street to Washington Street and 6th Street, Myrtle Street to Fort Street including: improving the existing pavement condition, upgrading traffic signals and other traffic control devices, upgrading existing stormwater facilities, improving pedestrian facilities which includes construction of curb and gutter, pedestrian ramps and sidewalk bulbouts, installation of new street trees, suspended pavement systems (for tree growth and stormwater storage), historic streetlights, and street furnishings, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the complexities of the Project construction site and the unique improvements and enhancements that are planned, and due to the desired timelines associated with Project construction, the Agency determined that the best approach for construction of the improvements is to hire a Construction Manager/General Contractor ("CM/GC"); and,

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

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

WHEREAS, the Agency published the requisite public notice of the RFQ in the *Idaho Statesman* newspaper on September 18 and 25, 2023; and,

WHEREAS, the SOQ submissions were due to the Agency on October 18, 2023, by 3:00 p.m., and the Agency did receive two (2) SOQs from the following firms: Guho Corp. and McAlvain Construction, Inc.; and,

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

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

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

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

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

- McAlvain Construction, Inc. exhibits a well-orchestrated team approach built on a depth of CM/GC experience;
- McAlvain Construction, Inc.'s work with the Agency on projects, including the Grove Plaza Renovation and the current Rebuild 11th Street project is commendable;
- McAlvain Construction, Inc. demonstrates a solid pre-construction strategy and sophisticated project tracking processes;
- McAlvain Construction, Inc.'s effective construction management approach, coupled with its depth of resources and influence within the local subcontracting community, offers the Agency schedule and budget certainty in today's construction market;
- McAlvain Construction, Inc.'s can-do attitude is bolstered by strong communication methods; and,
- McAlvain Construction, Inc. offers a highly qualified team backed by an experienced, local construction company that is dedicated to giving the 5th and 6th Streets Roadway Improvements project the company's full attention.

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

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the ranking for its RFQ – CM/GC 5th and 6th Streets Roadway Improvements Project and to authorize the Agency Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth in Idaho Code § 67-2320.

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

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

Section 2: That the Agency Board affirms the following ranking for the RFQ – CM/GC 5th and 6th Streets Roadway Improvements Project:

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

Section 3: That the Agency Board authorizes the Agency Executive Director to negotiate a Construction Manager / General Contractor Agreement with the top-ranked proposer, McAlvain Construction, Inc., for the 5th and 6th Streets Roadway Improvements Project, and in the event an agreement cannot be reached, that the Agency Executive Director is authorized to negotiate the agreement with the next ranked proposer, and so forth, in accordance with Idaho Code § 67-2320.

Section 4: That the Board authorizes the Agency Executive Director, upon successful negotiations, to finalize, sign, and enter into the Construction Manager / General Contractor Agreement consistent with the Board's stated instructions at the November 13, 2023, Agency Board Meeting and further authorizes the Agency Executive Director to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all necessary conditions have occurred; and further, the Agency Executive Director is authorized to perform any and all other duties required pursuant to the Construction Manager / General Contractor Agreement, including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on November 13, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on November 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

Attachment 2 – RFQ
(Issued Sept 18, 2023)

September 18, 2023

Dear Respondent:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) will accept submissions about qualifications to perform Construction Manager / General Contractor (CM/GC) services for its 5th and 6th Streets Roadway Improvements Project. Respondents must be licensed in Idaho with both construction manager and public works contractor licenses.

CCDC seeks to hire a CM/GC to deliver a complex, multi-layer, inter-agency public works improvements project partially located in the River Myrtle-Old Boise (RMOB) Urban Renewal District. The goal of this project is to improve the 5th Street (Myrtle to Washington) and 6th Street (Myrtle to Fort Street) corridors including: improving the existing pavement condition, upgrading existing stormwater facilities, improving pedestrian facilities, and potentially converting both corridors to two-way traffic operations. This project may incorporate construction of new concrete and new asphalt roadway pavement, application of slurry seal to existing asphalt pavement, modifications to existing traffic signal infrastructure, coordination with utility providers, stormwater modifications, signing and pavement markings modifications, minor streetscape upgrades, and pedestrian facility reconstruction in the public right-of-way.

The project is a partnership between the Ada County Highway District (ACHD) and CCDC, which has been memorialized in an Interagency Cost Share Agreement. Generally, CCDC is responsible for funding all work associated with streetscape upgrades and two-way conversion within the RMOB Urban Renewal District and ACHD is responsible for funding all pavement reconstruction, stormwater improvements as well as any two-way conversion work outside of the RMOB Urban Renewal District.

The construction may be phased to coincide with other ACHD projects in the vicinity and adjacent private development.

Statements of Qualifications (SOQ) must be submitted **electronically** prior to **3 p.m. local time on October 12, 2023** at this email address: bids@ccdcboise.com. Submittals will be evaluated based on qualifications as specified in this Request for Qualifications (RFQ). A selection committee will evaluate each of the submittals and may choose to conduct interviews with one or more of the candidate CM/GC entities.

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

A Pre-Submittal Meeting will be held on ZOOM on September 28, 2023, at 11:00 a.m. Attendance is strongly recommended but not required. Information about the Pre-Submittal Meeting is provided in Section 4.1 of this document.

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



Kathy Wanner
Contracts Manager



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

INSTRUCTIONS TO RESPONDENTS

1.1 Submittal Information

Please follow these instructions for submitting an SOQ.

SUBMITTAL DEADLINE is 3:00 p.m. local time, October 12, 2023

SOQ must be submitted electronically by email to: bids@ccdcb Boise.com

Please include this subject line on the email:

**“RFQ SUBMITTAL: CM/GC SERVICES – 5TH AND 6TH STREETS
ROADWAY IMPROVEMENTS PROJECT”**

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

PROJECT INFORMATION

2.1 Background

The project area is composed of the public rights-of-way on 5th Street between Myrtle Street and Washington Street and on 6th Street between Myrtle Street and Fort Street.

The City of Boise identified the Project as a high priority and in fall 2021 requested ACHD advance the project through the remainder of design and construction. As ACHD has resources committed to other projects, ACHD recommended that the City work with CCDC to manage the Project to achieve the City’s desired schedule. CCDC is managing the remainder of the consultant design services and will be managing construction of the project.

With the help of the consultant team lead by Kittelson & Associates, CCDC has initiated final design activities for the project. 75% design plans were submitted to agencies for review in July 2023.

2.2 Project Budget

A preliminary Engineer’s opinion of probable construction cost estimates the total project construction cost at over \$10.5 million. Approximately \$2.3 million is attributed to CCDC-related costs with streetscape upgrades and the two-way conversion work within the RMOB URD. The remaining costs are to be covered by ACHD.

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

2.3 Contemplated Improvements

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

- **Pedestrian Facility Upgrades**
 - Replacement of existing non-compliant facilities with ADA-compliant facilities.
 - Construction of sidewalk bulbouts (i.e. curb extensions) at key locations.
- **Pavement Maintenance/Reconstruction**
 - Application of slurry seal to existing asphalt pavement (south of Front Street only).
 - Asphalt pavement reconstruction.
 - Concrete pavement reconstruction.
 - Coordination with utility providers for necessary upgrades to deficient utilities within the roadway.
- **Stormwater Infrastructure Improvements**
 - Green storm water facilities consisting of permeable pavers within parking lanes at key locations to address existing storm water drainage issues.¹
 - Upgrades to existing stormwater collection and routing system to accommodate other improvements included in this project.
- **Streetscape Improvements**
 - Select reconstruction of streetscapes compliant with the City of Boise's Streetscape Standards, including suspended pavement systems.
 - Replacement of irrigation system and street trees.
 - Installation of historic light pole assemblies.
- **Pending Approval: One-Way to Two-Way Traffic Conversion**
 - Modification of existing signal infrastructure, pavement markings and signage to permit two-way vehicle travel.

See Exhibit C for additional details on the proposed improvements.

2.4 Project Schedule

Kittelson submitted 75% design plans for agency review in July 2023 and anticipates completing the project design in early 2024. The successful CM/GC will be given the 75% design plans in

¹ Potential bid alternative based on project costs. Pre-construction assistance desired to determine feasibility.

order to develop an initial estimate. Preconstruction is expected to start in November 2023 and continue until the last Guaranteed Maximum Price (GMP) is approved. Construction is expected to start spring 2024. Construction may be phased but must be completed prior to Aug 31, 2025. There will be no exceptions to this deadline and no extensions will be granted.

2.5 CM/GC Scope of Services

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

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

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

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

Construction Phase Services:

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:

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

2.6 Special Instructions

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

GENERAL CONDITIONS

3.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to select a company capable of providing the CM/GC services outlined within this RFQ. The CM/GC ranked highest will be approached to negotiate the contract necessary for this project. If a contract cannot be negotiated, CCDC will then approach the next highest ranked Respondent to negotiate the contract. CM/GC is not guaranteed work or compensation until a contract is executed with CCDC.

3.2 Reserved Rights

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

3.3 Public Records

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

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

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

3.4 Insurance

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

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000) on an occurrence basis (not a claims-made basis).
- c. Comprehensive Automobile Liability coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence for owned, non-owned, and hired vehicles.
- e. Excess Liability (Umbrella) with minimum coverage of Five Million Dollars (\$5,000,000) per occurrence.
- f. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, for all of the company's employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.
- g. Builder's Risk. Unless Owner carries or waives such coverage, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the Work and all existing structures owned by Owner within the project on a replacement cost basis.

3.5 Bonding

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

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

3.6 Taxes

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

3.7 Legal Residency Requirement

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

3.8 Dual-Capacity License Requirements

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

SUBMISSION, EVALUATION, AND SELECTION

4.1 Pre-Submittal Meeting

A Pre-Submittal Meeting will be held on ZOOM on September 28, 2023, at 11:00 a.m. The design team will be in attendance to explain the project and answer questions. Attendance by Respondents is strongly recommended, but not required.

Join Zoom Meeting

<https://ccdcb Boise.zoom.us/j/86060387548?pwd=WmxIV0U1VWkxU1J1UUJET3pjZ2dWQT09>

Meeting ID: 860 6038 7548

Passcode: 936745

4.2 Required Submission Materials and Format

SOQ shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ and the scope of services outlined in Section 2.3.

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

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

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

4.3 Addenda

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

4.4 Scoring

Submittals must include the following information in the sequence set forth below. This format is meant to allow uniform review and easy access to information by the evaluation committee. For each of the specific articles listed below, Respondents should include a complete description of qualifications to serve as a CM/GC. Respondents are invited to include information about innovative methods and/or procedures that they can provide to assist in ensuring successful completion of this project; unique qualities and/or capabilities and cost

efficiencies should be identified. Respondents acknowledge they will be ranked according to each article below, with points applied per article (100 points total):

RFQ Submittal Cover Sheet (Exhibit A) 0 Points

RFQ Waiver and Release (Exhibit B) 0 Points

Signed Cover Letter (Limit 1 page) 5 Points

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

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

a. Company Profile: 15 Points

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

b. Proposed CM/GC Project Team Staff: 20 Points

A dynamic, well organized, and experienced team is needed for this project. Key personnel proposed shall be expected to reside in the Boise region for the duration of the project.

Identify the personnel to whom CM/GC responsibilities will be assigned by names, titles, roles, qualifications, years of experience and relevant project experience. Describe why the specific personnel were selected for inclusion on the team. Some individuals may fill multiple positions on the project, but the Respondent should demonstrate how multiple assignments are within the capacity of the management team.

Provide an organizational chart for the project. For key staff, the organizational chart shall identify position titles, the names of the people proposed to fulfill these roles and the proposed percentage of time that each of the key personnel will be dedicated to the project (Note: this percentage is not the individual's availability. Rather, what percent of their time will be devoted to this specific project). The organizational chart shall also indicate reporting and chain of command structure for the team and interfaces with CCDC and the design team.

Resumes and Idaho Public Works Construction Manager License information shall be included in an appendix for all key personnel listed on the organizational chart. Resumes and license information are not counted within page limits noted above.

c. Respondent Experience and Past Performance: 20 Points

Describe up to five (5) projects similar in scope, complexity and budget to this project that the company has completed within the last 10 years or are currently in progress. Projects including traffic signal work, concrete pavement reconstruction, asphalt pavement reconstruction, sidewalk and bulb out construction, green storm water infrastructure, suspended pavement systems, utility infrastructure upgrades and downtown streetscape improvements are of particular interest. Projects that highlight experience working within or across multiple agency jurisdictions and work within highly urban areas with complex construction phasing within the public right-of-way should be highlighted.

Please focus on company experience. Do not include individual experience for projects performed while individuals were employed by other companies.

Provide the following key information for each noted project:

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

d. Project Approach, Work Plan, & Schedule: 25 Points

i. Project Approach

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

ii. Work Plan, including Schedule

Maintaining an aggressive schedule will be critical on this project. Provide a preliminary baseline schedule illustrating the Respondent's proposed phasing, sequencing of work, durations, and options to be considered by CCDC and ACHD. The baseline schedule should assume the current schedule outlined in Section 2.3 as a starting point for planning. Describe how phasing on this specific project can be optimized to ensure successful on-time completion.

iii. Conduct of Construction

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

e. Project Management : 15 Points

i. Preconstruction Services

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

ii. Budget Control/Value Engineering

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

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

iii. Scheduling

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

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

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

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

4.5 Evaluation of Proposer

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

4.6 Qualification-Based Selection

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

4.7 Modification or Withdrawal of Submittal

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

4.8 QUESTIONS

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

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: 5th and 6th Streets Roadway Improvements Project – 75% Design Plans (Excerpt)

EXHIBIT A

RFQ: CM/GC SERVICES – 5TH AND 6TH STREETS ROADWAY IMPROVEMENTS
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)

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

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

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

SIGNATURE: X _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

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

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

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

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

Proposer's Signature: **X** _____

Print Name: _____

Print Title: _____

Name of Firm: _____

Date: _____

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PLOT FILE NAME:

LEGEND

	C.L. of Construction or Survey
	Existing Profile or X-Section Line
	Existing Edge of Pavement or Gravel
	Existing Drain or Irrigation Pipe
	Existing Ditch or Flow line
	Existing Property or Right of Way Line
	Existing Fence and Gate
	Existing Slope
	Existing Curb & Gutter
	Existing Curb(No Gutter)
	Existing Concrete Sidewalk
	Existing Curb,Gutter,Sidewalk and Approach
	Existing Utility Line With Initial
	Water Valve or Meter
	Gas Valve or Meter
	Fire Hydrant
	Signal Pole
	Light Pole
	Utility Pole With Anchor
	Sign, Stop/Street Sign and Mailbox
	Existing and New Manholes
	Existing and New Catch Basin
	New Sediment Box
	Existing and New Irrigation Box
	Deciduous And Evergreen Tree
	Deciduous And Evergreen Bushes
	Existing Building
	River, Creek, or Canal
	Revision Note
	Construction Note
	Street Address
	Property Number or Curve Number
	Bench Mark and Monument
	Section & 1/4 Section Corner
	Design Plan Edge of Pavement or Gravel
	Design Profile For TC or Pipes
	Design Profile Grade Break
	Design Profile PC or PT
	Design Ditch or Flow line
	Design SD or Irrg. Pipe on Plan View
	New Property or Right of Way Line
	New Easement Line
	New Retaining Wall
	Limits of Cut Slope
	Limits of Fill Slope
	Section Line
	New Curb and Gutter
	New Curb,Gutter,Sidewalk, and Approach
	New Ped Ramp
	New Valley Gutter
	Sod Repair
	Asphalt Repair
	Gravel Repair
	Landscape Rock

UTILITIES

- T** Relocate To New Location And/Or Adjust To Grade To Avoid New Roadway Construction By Lumen
- G** Relocate To New Location And/Or Adjust To Grade To Avoid New Roadway Construction By Intermountain Gas
- P** Relocate To New Location And/Or Adjust To Grade To Avoid New Roadway Construction By Idaho Power
- W** Relocate To New Location And/Or Adjust To Grade To Avoid New Roadway Construction By Veolia
- TV** Relocate To New Location And/Or Adjust To Grade To Avoid New Roadway Construction Sparklight
- FO** Relocate To New Location And/Or Adjust To Grade To Avoid New Roadway Construction By Owner

Utility Coordination Was Requested Through ACHD During Design Of This Project. Utility Information Is Shown Only For Surface Features And If Provided By The Owner Of The Utility For Non-Surface Features.

Utility Adjustments, Relocations, Or Replacements May Or May Not Be Completed Prior To Construction. The Contractor Shall Coordinate And Accommodate Work With The Utility Companies.

Call Digline
48 Hours Prior To Excavation
Ph. # 811 To Request Underground Utility Locates

Contact Scott Bennett
ACHD Utility Coordinator
For Information Call 208-387-6259

EXISTING / PROPOSED

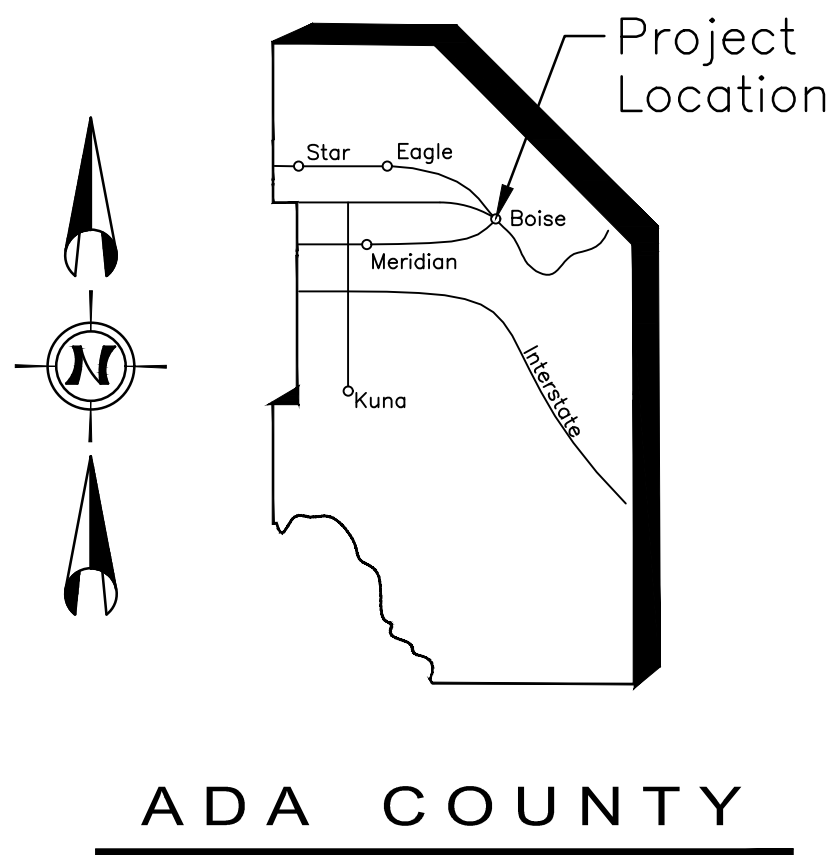
	GAS LINE
	POWER LINE
	OVERHEAD POWER LINE
	TELEPHONE LINE
	OVERHEAD TELEPHONE LINE
	CABLE TV LINE
	FIBER OPTIC LINE
	PRESSURE IRRIGATION
	GRAVITY IRRIGATION (12")
	GRAVITY IRRIGATION (15")
	GRAVITY IRRIGATION (18")
	GRAVITY IRRIGATION (24")
	GRAVITY IRRIGATION (30")
	GRAVITY IRRIGATION (36")
	GRAVITY IRRIGATION (42")
	STORM DRAIN LINE
	WATER LINE
	SIGNAL LINE
	SEWER LINE

5th Street & 6th Street Two Way Conversion & Pavement Rehabilitation

Public Infrastructure Improvement Plan
Capital City Development Corporation
Project Number: 230029



Vicinity Map
N.T.S.



INDEX OF SHEETS

Sheet No.	Description
1	Title
2 - 5	Roadway Details
6 - 8	Stormwater Details
9 - 10	Typical Sections - 5th Street
11 - 18	Roadway Plan & Profile - 5th Street
19 - 25	Intersection Grading Details - 5th Street
26 - 31	Stormwater Plans - 5th Street
32 - 39	Signing & Pavement Markings - 5th Street
40 - 61	Signal Plans - 5th Street
62 - 66	Fiber Optic Plans - 5th Street
67 - 68	Typical Sections - 6th Street
69 - 78	Roadway Plan & Profile - 6th Street
79 - 86	Intersection Grading Details - 6th Street
87 - 92	Stormwater Plans - 6th Street
93 - 102	Signing & Pavement Markings - 6th Street
103 - 136	Signal Plans - 6th Street
137 - 141	Fiber Optic Plans - 6th Street

Certification Of Compliance With Standards
The Design And Plans Have Been Prepared In Substantial Conformance With The Policy, Design, And Drafting Standards In Effect At The Time Of Preparation.

NOT
APPROVED
PRELIMINARY
FOR
CONSTRUCTION

Attachment 3 – Final Evaluation Tally



Final Evaluation Tally

RFQ: CM/GC SERVICES: 5TH & 6TH STREETS ROADWAY IMPROVMENTS

Due: October 18, 2023

		Guho	McAlvain
Category		Points	Points
Cover Sheet	0		
Waiver/Release	0		
Signed Cover Letter	5		
	Member #1	3	4
	Member #2	5	5
	Member #3	5	5
	Member #4	5	4
	Member #5	3	5
Company Profile	15		
	Member #1	10	13
	Member #2	14	15
	Member #3	14	15
	Member #4	14	12
	Member #5	15	15
Proposed CM/GC Project Team	20		
	Member #1	13	17
	Member #2	20	19
	Member #3	18	19
	Member #4	19	18
	Member #5	12	20
Proposer Experience and Past Performance	20		
	Member #1	15	12
	Member #2	19	18
	Member #3	20	20
	Member #4	19	17
	Member #5	20	20
Project Approach, Work Plan & Schedule	25		
	Member #1	15	15
	Member #2	23	25
	Member #3	25	25
	Member #4	23	23
	Member #5	15	22
Project Management	15		
	Member #1	9	15
	Member #2	14	15
	Member #3	15	15
	Member #4	13	13
	Member #5	10	15
Total Points		425	456
Rank		2	1



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AGENDA BILL

Agenda Subject: Consider Resolution 1844: Capitol Boulevard Streetscape Improvements. Ranking for RFQ: Construction Manager / General Contractor (CM/GC)		Date: November 13, 2023
Staff Contacts: Kelly Burrows Project Manager Kathy Wanner Contracts Manager	Attachments: A. Resolution 1844 B. Request for Qualifications – issued September 11, 2023 C. Final Evaluation Tally	
Action Requested: Adopt Resolution 1844 approving the ranking for the RFQ: Construction Manager / General Contractor (CM/GC) for the Capitol Boulevard Streetscape Improvements Project and authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor (CM/GC) Agreement.		

Background:

CCDC has an on-going program of constructing streetscapes in downtown Boise to create a network of pedestrian-friendly streets and a distinct identity for the downtown area. Downtown growth is changing how public spaces are used, creating a need for design enhancements and improvements to address those opportunities. The Capitol Boulevard Streetscape Improvements Project will make transformative improvements and enhancements to certain portions of Capitol Boulevard between the Boise River and Myrtle Street. Improvements anticipated with this project include:

Pedestrian Facility Upgrades

- Replacement of existing non-compliant facilities with ADA-compliant facilities.
- Construction of sidewalk bulbouts (i.e. curb extensions) at key locations.
- Enhanced crosswalk at Fulton Street.

Streetscape Improvements

- Select reconstruction of streetscapes compliant with the City of Boise's Streetscape Standards, including suspended pavement systems.
- Replacement of irrigation system and street trees.
- Installation of historic street lighting.

The program of improvements is extensive and will require precise planning and coordination. Due to the complexities inherent to streetscape construction in the downtown core, the level of pedestrian, bicycle and vehicle traffic in the area, and the proximity to the library, schools, and

Julia Davis Park, the Agency determined the best approach for this project would be to utilize the Construction Manager / General Contractor (“CM/GC”) construction delivery method.

The CM/GC Delivery Method:

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

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

Hiring the CM/GC:

The Agency issued a Request for Qualifications (RFQ) on September 11, 2023, inviting licensed CM/GC companies to submit Statements of Qualifications (SOQ). Public notice was published in the Idaho Statesman newspaper on September 11 and September 18. Notice was also sent to nine general contractors holding the requisite Construction Manager license.

Two companies submitted qualifications by the October 5, 2023 submission deadline: Guho Corp. and McAlvain Construction, Inc. Each of these companies is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their SOQs.

The Agency convened an evaluation panel of Agency staff and the project consultant. The two SOQs received were evaluated first for compliance with the technical requirements as prescribed in the RFQ – both firms met these requirements. They were then ranked based on qualifications and demonstrated competence. Each firm was evaluated on the criteria specified in the RFQ: company profile, CM/GC project team, experience and past performance, and project management. The panel members ranked **Guho Corp.** as the top-ranked firm.

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

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

Fiscal Notes:

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

Staff Recommendation:

Adopt Resolution 1844 approving the ranking for the RFQ: CM/GC for the Capitol Boulevard Streetscape Improvements Project and authorizing the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth by state statute.

Suggested Motion:

I move to adopt Resolution 1844 approving the ranking for the RFQ: CM/GC for the Capitol Boulevard Streetscape Improvements Project and authorizing the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement for the Capitol Boulevard Streetscape Improvements Project.

ATTACHMENT A
RESOLUTION 1844

RESOLUTION NO. 1844

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

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

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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 certain

portions of Capitol Boulevard between the Boise River and Myrtle Street, including: construction of bike facilities, sidewalk, curb and gutter, pedestrian ramps, and storm drain modifications; installation of new street trees, suspended pavement systems (for tree growth and stormwater storage), historic streetlights, street furnishings, Rectangular Rapid Flashing Beacons (RRFB); and undergrounding of overhead utilities; all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the complexities of the Project construction site, the unique improvements and enhancements that are planned, and the desired timelines associated with Project construction, the Agency determined that the best approach for construction of the improvements is to hire a Construction Manager/General Contractor ("CM/GC"); and,

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

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

WHEREAS, the Agency published the requisite public notice of the RFQ in the *Idaho Statesman* newspaper on September 11 and 18, 2023; and,

WHEREAS, the SOQ submissions were due to the Agency on October 5, 2023, by 3:00 p.m., and the Agency did receive two (2) SOQs from the following firms: Guho Corp. and McAlvain Construction, Inc.; and,

WHEREAS, the SOQs were evaluated for compliance with the technical requirements as prescribed in the RFQ and were scored and ranked on the bases of qualifications and demonstrated competence by a four-person panel; and,

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

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

WHEREAS, the Agency's collective scoring showed that Guho Corp. was the best qualified and highest ranked proposer for the Project because:

- Guho Corp. has an extensive background in Public Works Construction in urban areas and has become the area's expert in streetscape construction and suspended pavement system installation;
- The company has provided Anthony Guho as project manager and Rob Cloninger as superintendent, both of whom have conducted professional management processes, exceeded expectations in schedule and budget, and delivered high quality results in past construction management and general contracting work for the Agency and other public agencies;

- Guho Corp. provides a cohesive team approach and an unparalleled understanding of the scope of work;
- Guho Corp. excels at continuous coordination and collaboration with all jurisdictions involved in the project from pre-construction to completion, which is exemplified in their ability to provide a well-thought-out schedule to meet all jurisdictions' expectations;
- Guho Corp.'s work with the Agency on previous projects, including LIV District / Broad Street, Central District Closeout, and 6th Street / Block 7 Alley public improvements and a variety of streetscapes projects, including the current Old Boise Blocks on Grove Street and Linen Blocks on Grove Street Streetscapes Improvements, has been commendable and has shown that Guho Corp. is dedicated to giving the project the attention it requires; and,

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

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

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

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

Section 2: That the Agency Board affirms the following ranking for the RFQ – CM/GC Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street:

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

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

Section 4: That the Board authorizes the Agency Executive Director, upon successful negotiations, to finalize, sign, and enter into the Construction Manager / General Contractor Agreement consistent with the Board's stated instructions at the November 13, 2023, Agency Board Meeting and further authorizes the Agency Executive Director to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all necessary conditions have occurred; and further,

the Agency Executive Director is authorized to perform any and all other duties required pursuant to the Construction Manager / General Contractor Agreement, including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on November 13, 2023. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on November 13, 2023.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT B
REQUEST FOR QUALIFICATIONS



REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC) SERVICES

CAPITOL BOULEVARD STREETScape IMPROVEMENTS
Boise River to Myrtle Street

PROPOSALS DUE: October 5, 2023 by 3 P.M. local time

September 11, 2023

Dear Respondent:

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

CCDC seeks to hire a CM/GC to deliver a complex, multi-layer public works improvements project in the River-Myrtle / Old Boise. This project will incorporate construction of standard and custom streetscape improvements in public rights-of-way including unique features such as: street furnishings; historic streetlights; suspended pavement systems; green storm water infrastructure; brick paving systems; patterned concrete; bike facilities; conduit banks; and subgrade vault modifications.

Statements of Qualifications (SOQ) must be submitted **electronically** prior to **3 p.m. local time on October 5, 2023** at this email address: bids@ccdcboise.com. Submittals will be evaluated based on qualifications as specified in this Request for Qualifications (RFQ). A selection committee will evaluate each of the submittals and may choose to conduct interviews with one or more of the candidate CM/GC entities.

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

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



Kathy Wanner
Contracts Manager



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

INSTRUCTIONS TO RESPONDENTS

1.1 Submittal Information

Please follow these instructions for submitting an SOQ.

SUBMITTAL DEADLINE is 3:00 p.m. local time, October 5, 2023

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

Please include this subject line on the email:

“RFQ SUBMITTAL: CM/GC SERVICES – Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project ”

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

PROJECT INFORMATION

2.1 Background

CCDC has an on-going program of constructing streetscapes in downtown Boise to create a network of pedestrian-friendly streets and a distinct identity for the downtown area. This year CCDC is concentrating its enhancement efforts in the area of Capitol Boulevard. Downtown growth is changing how public spaces are used, creating a need for design enhancements and improvements to address those opportunities.

The Land Group is the lead design consultant for the project. The design consultant's role includes meetings with public agencies and private stakeholders to coordinate design and to gain approvals in addition to working closely with the CM/GC during design and construction phases.

2.2 Project Budget

A preliminary Engineer's opinion of probable construction cost estimates the total project construction cost is \$2.8 million. Budget control is critical to the success of this project. The CM/GC shall provide current market pricing as a basis of its cost estimates during design. Furthermore, the CM/GC will be expected to make necessary recommendations so that the final construction cost for the work does not exceed CCDC's available budgets.

2.3 Contemplated Improvements

The following list summarizes the improvements to be delivered by the CM/GC through multiple bid packages.

- **Pedestrian Facility Upgrades**
 - Replacement of existing non-compliant facilities with ADA-compliant facilities.
 - Construction of sidewalk bulbouts (i.e. curb extensions) at key locations.
 - Enhanced crosswalk at Fulton Street.
- **Streetscape Improvements**
 - Select reconstruction of streetscapes compliant with the City of Boise's Streetscape Standards, including suspended pavement systems.
 - Replacement of irrigation system and street trees.
 - Installation of historic light pole assemblies.

See Exhibit C for additional details on the proposed improvements.

2.4 Project Schedule

The Land Group is producing conceptual designs and coordinating with adjacent property owners and regulatory agencies. Conceptual design plans for agency review will be submitted late November 2023 and anticipates completing the project design in early 2024. The successful CM/GC will review and provide a construction estimate on the design plans prior to Design Review submission. Preconstruction is expected to start in October 2023 and continue until the last Guaranteed Maximum Price (GMP) is approved. Construction is expected to start summer 2024. Construction must be completed prior to August 31, 2025. There will be no exceptions to this deadline and no extensions will be granted.

2.5 CM/GC Scope of Services

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

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

- Work with CCDC staff and the design team to review the project and visit the work areas to become familiar with the project;
- Work cooperatively with other agencies including the City of Boise, ITD and ACHD, as well as owners of adjacent properties;
- Review draft design drawings and specifications to identify clarity and constructability issues;
- Provide cost estimates as needed;
- Work with CCDC staff and the design team to value engineer the design and reconcile budget overruns as needed;
- Research and coordinate with specialty contractors and vendors on specialized items such as suspended pavement systems;
- Work with staff to refine a project schedule and define the logistics plans;

- Procure long-lead time material items such as specialty site furnishings, historic streetlights, suspended pavement systems, and other specialty items as required.
- Develop pedestrian and bicycle temporary traffic control plans;
- Develop and obtain trade contract scopes and other contract documents;
- Coordinate with relevant utility companies and their contractors regarding utility adjustments, upgrades and/or relocations;
- Obtain competitive bids for all the work, materials, and equipment; conduct pre-bid meetings and site tours;
- Work with CCDC staff and the design team to address questions during bidding, issue addendums, and publicly open bids;
- Work with CCDC staff to derive and negotiate project Guaranteed Maximum Price.

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

Construction Phase Services:

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

2.6 Special Instructions

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

GENERAL CONDITIONS

3.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to select a company capable of providing the CM/GC services outlined within this RFQ. The CM/GC ranked highest will be approached to negotiate the contract necessary for this project. If a contract cannot be negotiated, CCDC will then approach the next highest ranked Respondent to negotiate the contract. CM/GC is not guaranteed work or compensation until a contract is executed with CCDC.

3.2 Reserved Rights

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

3.3 Public Records

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

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

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

3.4 Insurance

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

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000) on an occurrence basis (not a claims-made basis).
- c. Comprehensive Automobile Liability coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence for owned, non-owned, and hired vehicles.
- e. Excess Liability (Umbrella) with minimum coverage of Five Million Dollars (\$5,000,000) per occurrence.
- f. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, for all of the company's employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.
- g. Builder's Risk. Unless Owner carries or waives such coverage, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the Work and all existing structures owned by Owner within the project on a replacement cost basis.

3.5 Bonding

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

The performance and payment bonds shall be AIA Document A312 (2010 or the most recent edition) or a standard surety form certified approved to be the same as the AIA A312 form and

shall be executed by a surety or sureties reasonably acceptable to CCDC and authorized to do business in the State of Idaho.

3.6 Taxes

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

3.7 Legal Residency Requirement

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

3.8 Dual-Capacity License Requirements

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

RFQ continues on next page

SUBMISSION, EVALUATION, AND SELECTION

4.1 Pre-Submittal Meeting - None

4.2 Required Submission Materials and Format

SOQ shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ and the scope of services outlined in Section 2.5.

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

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

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

4.3 Addenda

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

4.4 Scoring

Submittals must include the following information in the sequence set forth below. This format is meant to allow uniform review and easy access to information by the evaluation committee. For each of the specific articles listed below, Respondents should include a complete description of qualifications to serve as a CM/GC. Respondents are invited to include information about innovative methods and/or procedures that they can provide to assist in ensuring successful completion of this project; unique qualities and/or capabilities and cost efficiencies should be identified. Respondents acknowledge they will be ranked according to each article below, with points applied per article (100 points total):

RFQ Submittal Cover Sheet (Exhibit A) 0 Points

RFQ Waiver and Release (Exhibit B) 0 Points

Signed Cover Letter (Limit 1 page) 5 Points

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

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

a. Company Profile: 15 Points

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

b. Proposed CM/GC Project Team Staff: 20 Points

A dynamic, well organized, and experienced team is needed for this project. Key personnel proposed shall be expected to reside in the Boise region for the duration of the project.

Identify the personnel to whom CM/GC responsibilities will be assigned by names, titles, roles, qualifications, years of experience and relevant project experience. Describe why the specific personnel were selected for inclusion on the team. Some individuals may fill multiple positions on the project, but the Respondent should demonstrate how multiple assignments are within the capacity of the management team.

Provide an organizational chart for the project. For key staff, the organizational chart shall identify position titles, the names of the people proposed to fulfill these roles and the proposed percentage of time that each of the key personnel will be dedicated to the project (Note: this percentage is not the individual's availability. Rather, what percent of their time will be devoted to this specific project). The organizational chart shall also indicate reporting and chain of command structure for the team and interfaces with CCDC and the design team.

Resumes and Idaho Public Works Construction Manager License information shall be included in an appendix for all key personnel listed on the organizational chart. Resumes and license information are not counted within page limits noted above.

c. Respondent Experience and Past Performance: 20 Points

Describe up to five (5) projects similar in scope, complexity and budget to this project that the company has completed within the last 10 years or are currently in progress. Projects including traffic signal work, concrete pavement reconstruction, asphalt pavement reconstruction, sidewalk and bulb out construction, green storm water infrastructure, suspended pavement systems, utility infrastructure upgrades and downtown streetscape improvements are of particular interest. Projects that highlight experience working within or across multiple agency jurisdictions and work within highly urban areas should be highlighted.

Please focus on company experience. Do not include individual experience for projects performed while individuals were employed by other companies.

Provide the following key information for each noted project:

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

d. Project Approach, Work Plan, & Schedule: 25 Points

i. Project Approach

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

ii. Work Plan, including Schedule

Maintaining an aggressive schedule will be critical on this project. Provide a preliminary baseline schedule illustrating the Respondent's proposed phasing, sequencing of work, durations, and options to be considered by CCDC. The baseline schedule should assume the current schedule outlined in Section 2.4 as a starting point for planning.

iii. Conduct of Construction

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

e. Project Management : 15 Points

i. Preconstruction Services

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

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

ii. Budget Control/Value Engineering

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

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

iii. Scheduling

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

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

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

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

4.5 Evaluation of Proposer

Proposals will be evaluated based on the Proposer's response and qualifications by a selection committee that may include CCDC employees and/or consultants. Before a CM/GC is selected, CCDC may conduct reference investigations and may conduct interviews to evaluate the

Proposer's ability to perform the size and type of work anticipated and to determine the quality of the service being offered. By submitting a SOQ, the Respondent authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Respondents will be evaluated based on the information described in this RFQ.

4.6 Qualification-Based Selection

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

4.7 Modification or Withdrawal of Submittal

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

4.8 QUESTIONS

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

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Map of Proposed Improvements

EXHIBIT A

RFQ: CM/GC SERVICES – CAPITOL BOULEVARD STREETScape IMPROVEMENTS
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)

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

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

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

SIGNATURE: X _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

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

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

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

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

Proposer's Signature: **X** _____

Print Name: _____

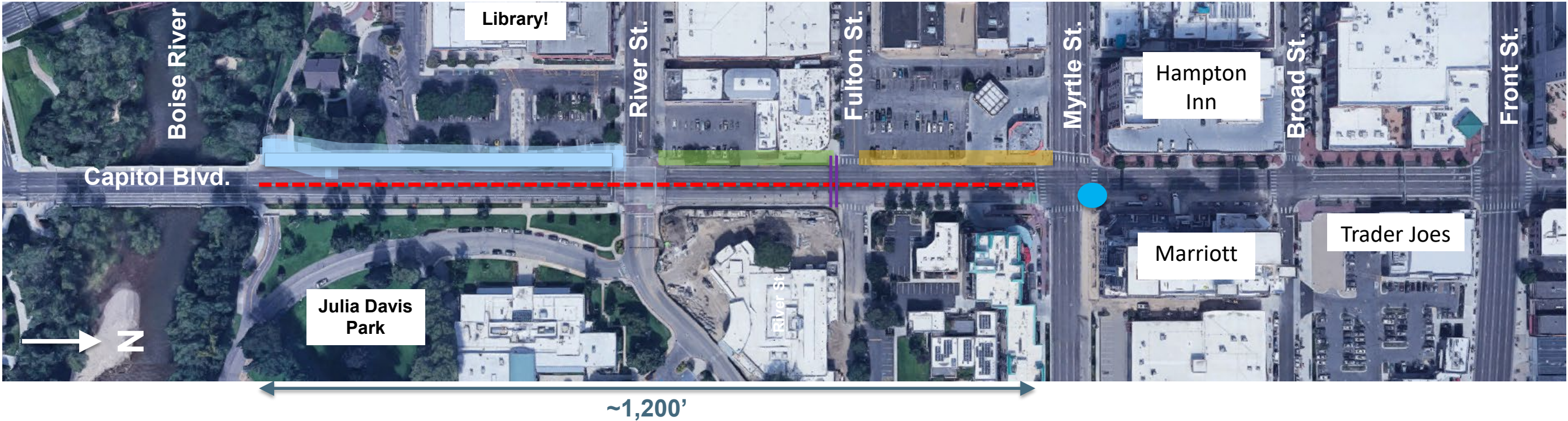
Print Title: _____

Name of Firm: _____

Date: _____

Capitol Blvd – Proposed Improvements

Exhibit C



LEGEND

- Evaluate Urban Parkway Streetscape Section
- Proposed Urban Parkway Streetscape Section
- Proposed Capitol Blvd Streetscape Section
- Evaluate On-Street Bike Lane Enhancements
- Proposed Curb Bulb-Out
- Proposed Enhanced Pedestrian Crossing

ATTACHMENT C
FINAL EVALUATION TALLY



Final Evaluation Tally

RFQ: CM/GC SERVICES: CAPITOL BOULEVARD STREETScape IMPROVEMENTS

Due: October 5, 2023

		Guho	McAlvain
Category		Points	Points
Cover Sheet	0	Provided	Provided
Waiver/Release	0	Provided	Provided
Cover Letter	5		
	Member #1	5	3
	Member #2	4	3
	Member #3	5	4
	Member #4	5	3
Company Profile	15		
	Member #1	15	15
	Member #2	13	14
	Member #3	15	15
	Member #4	14	14
Proposed CM/GC Project Team	20		
	Member #1	20	20
	Member #2	17	17
	Member #3	19	19
	Member #4	18	18
Proposer Experience and Past Performance	20		
	Member #1	20	15
	Member #2	17	16
	Member #3	20	20
	Member #4	19	18
Project Approach, Work Plan & Schedule	25		
	Member #1	25	25
	Member #2	21	23
	Member #3	23	25
	Member #4	23	23
Project Management	15		
	Member #1	15	15
	Member #2	11	14
	Member #3	12	14
	Member #4	14	14
Total Points	400	370	367
Rank		1	2



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AGENDA BILL

Agenda Subject: CONSIDER: Block 68 South Mixed-Use Housing and Mobility Hub Development. Schematic Design Documentation		Date: November 13, 2023
Staff Contact: Alexandra Monjar, Senior Project Manager	Attachments: 1) Agency Findings and Recommendation 2) Developer Submission, dated October 18, 2023	
Action: Approve with conditions the Schematic Design Documentation required by the Block 68 South Disposition and Development Agreement and Memorandum of Understanding with Block 68 South Development LLC, and direct Agency staff to set forth the Agency Board’s position in writing.		

Background:

In May 2021, Capital City Development Corp. ("CCDC" or "Agency") published the Block 68 Catalytic Redevelopment Project Request for Proposals ("RFP") with the intent to catalyze the development of housing, improve and utilize downtown mobility infrastructure, and spur economic development in the Westside District. The RFP offered two properties (421 N. 10th St. and 1010 W. Jefferson St.) and participation in public infrastructure and purchase of a shared-use vehicle and bike parking facility ("Mobility Hub"). The Agency expected proposals to deliver a minimum of 225 units of housing with 155 rent restricted units (25 and 130 units at rates affordable to households earning 80% or 120% Area Median Income, respectively), integrate and enhance mobility plans and infrastructure, improve the urban environment, and catalyze further private investment in the area.

In December 2021 the CCDC Board of Commissioners ("Board") selected the proposal from a development team led by Edlen & Co. and deChase Miksis ("Developer"), referred to herein as the "Joint Proposal", and entered into an Agreement to Negotiate Exclusively with the team on March 14, 2022. The Parties executed a Disposition and Development Agreement ("DDA") for the proposed Mixed-Use Housing and Mobility Hub Development ("Project") on Block 68 South on December 15, 2022.

Developer Submission:

Pursuant to Section 9.5 of the DDA, the Developer submitted Schematic Design Documentation to the Agency on April 28, 2023, which submission included a request for revised assistance. CCDC evaluated such request with the assistance of a project review committee established by the Board on May 8, 2023. CCDC and Developer subsequently executed a Memorandum of Understanding ("MOU") on August 30, 2023, which set forth the Board's response to the request, as amended and resubmitted in August, and directed certain adjustments be made to the DDA. The MOU included CCDC's agreement that the Developer revise and resubmit the Schematic Design Documentation to CCDC by October 18, 2023. The Developer performed in accordance

with the MOU and pursuant to the DDA, met with CCDC to review Agency staff comments on October 31, 2023, prior to the Board's consideration of the Schematic Design Documentation. The Developer provided clarification or updated information as requested by CCDC, and such updates have been incorporated into, and are considered part of, the Developer's submission. The attached submission includes written narrative and updates, drawings, development program details, and an updated development schedule.

Schematic Design Documentation Approval:

The DDA stipulates that Board approval of the Schematic Design Documentation will not be unreasonably withheld, conditioned, or delayed so long as it is consistent with the intent of the Joint Proposal and RFP goals and the overall success of the Project as contemplated by such documents. Board approved Schematic Design Documentation will become the standard of design to which future Developer submissions required by the DDA including the Design Development Drawings and Final Construction Documents will be compared and evaluated for approval by the Executive Director. The DDA stipulates that if the Developer makes any substantial changes to the design, as defined in Section 9.11, these may require Board approval.

The DDA allows the Developer to continually revise the design of the Project as the Developer seeks design review approval from the City of Boise. The Developer will share any revised drawings and plans with the Agency at the time of their submission to the City and will update CCDC as to any changes that may subsequently be required. If there is any "substantial change", as defined in Section 9.11 of the DDA, to the Schematic Design Documentation or drawings required by the City of Boise following Board approval, such changes may require additional Board approval. Otherwise, revisions required by the City will be presumed to have Board approval.

As more fully described in the enclosed report, Agency staff recommends approval of the Schematic Design Documentation subject to the conditions set forth in the attached report.

Next Steps:

The Developer has submitted its design review application for the Project to the City of Boise. The Developer will provide any updated drawings or development information to CCDC as required by the DDA. Upon Board approval of the Schematic Design Documentation, the Developer will submit to the Agency any additional information needed to perform a Reuse Appraisal of the Project pursuant to Section 6 of the DDA to determine the Residual Land Value of the Agency's parcels on Block 68 South.

Pursuant to Section 12 of the DDA, Agency staff also plan to bring a Type 4 Agreement for the Project to the Board for approval.

Fiscal Notes:

Approval of the Schematic Design Documentation has no impact on the Agency's planned participation in this project.

Suggested Motion:

I move to approve the Block 68 South Mixed-Use Housing and Mobility Hub Development Schematic Design Documentation, subject to certain conditions, as described in the Agency Findings and Recommendation report and direct Agency staff to set forth the Agency Board's position in writing.

AGENCY FINDINGS AND RECOMMENDATIONS

Block 68 South Mixed-Use Housing and Mobility Hub Development Schematic Design Documentation

EXECUTIVE SUMMARY:

The Block 68 South Disposition and Development Agreement (“DDA”) between Capital City Development Corp. (“CCDC” or “Agency”) and Block 68 Development LLC (“Developer”) executed on December 15, 2023¹, requires CCDC Board of Commissioners (the “Board”) approval of Schematic Design Documentation as defined in Section 9.5. The Board’s approval, conditional approval, or disapproval of the Schematic Design Documentation is required to ensure that the Mixed-Use Housing and Mobility Hub Project (“Block 68S” or “Project”) design is progressing in alignment with the goals and requirements of the Block 68 Catalytic Redevelopment Project Request for Proposals (“RFP”), intentions of the Joint Proposal, and terms and conditions established in the DDA.

This report summarizes and assesses differences between the design included in the Developer’s Joint Proposal and the design included in the Schematic Design Documentation as submitted by the Developer to CCDC on October 18, 2023, and additional information or updates as requested by CCDC (the “Schematic Design”). This report also provides an analysis of the Schematic Design alignment with the requirements and conditions of the RFP and DDA.

Pursuant to Section 9.5 of the DDA, the Board’s approval of the Schematic Design Documentation should depend on the Project:

- Contributing to an exceptional built environment and authentic neighborhood fabric,
- Embracing density and providing for activity conducive to a compact, mixed-use downtown,
- Active ground-floor uses,
- Enhancing pedestrian, bike, and transit accessibility and connections,
- Considering and integrating existing mobility plans, and
- Working to mitigate climate impact with innovative design and utility system infrastructure and facilities.

As described more fully in this report, CCDC staff finds the Project meets the above criteria and recommends approval of the Block 68S Schematic Design Documentation with the following conditions:

- CCDC recognizes that conforming to User Comfort Factor (“UCF”) 2 of the Parking Structure Design Guidelines is not possible for this Project without structural re-design

¹ The deadline to submit the Schematic Design Documentation was adjusted in the Memorandum of Understanding Between Capital City Development Corporation and Block 68 South Development LLC and Block 69 North Development LLC, dated August 31, 2023 (the “MOU”), which MOU addressed certain terms and conditions related to amending the DDA.

and reduced efficiency of the parking garage. CCDC and Developer will continue to negotiate a resolution to be considered by the Board in the Block 68S DDA amendment, recognizing that such resolution may require approval by the Board of a deviation to the preferred UCF standard, which constitutes an exception to current DDA requirements.

- The central elevator on the eastern half of the shared-use structured parking garage and secure bike storage facility (the “Mobility Hub”) will be extended to serve Floor 07.
- Developer will move or exhaust all options for moving the doorway of the stairwell proposed at the alley and 10th Street to exit onto 10th Street, not the alley. If relocating the doorway is impossible due to utility infrastructure restrictions, Developer will adjust other design elements to enhance pedestrian comfort and safety within the alley.
- Developer will continue to refine the Mobility Hub exterior screening solution in coordination with CCDC and the City of Boise.
- Developer will enclose the elevator located on the northwest corner of the Mobility Hub in a lobby on the ground floor so that it is not exposed to the elements.
- Developer will include pay-on-foot stations for each publicly accessible ground floor entry point into the Mobility Hub.
- Developer will continue to respond and revise design in accordance with CCDC comments not addressed in the conditions above until each has been resolved to CCDC staff satisfaction, and any resolutions will be included in the Design Development Drawings or Final Construction Documents as defined in the DDA.
- Developer will include in its Design Review submission to the City of Boise the portion of Rebuild 11th Street Blocks that it plans to construct.
- With approval from the City of Boise and ACHD, Developer will include a pedestrian bulb-out on the southern half of the Jefferson and 11th Street intersection that it will construct.
- Developer will provide CCDC with a copy of its final report regarding the use of geothermal energy.
- Developer and CCDC will establish performance deadlines in the forthcoming DDA amendment with completion of the Project planned prior to the close of the Westside District.

SCHEMATIC DESIGN DOCUMENTATION:

As defined in Block 68S DDA Section 9.5, the Schematic Design Documentation includes itemized design changes as compared to the Joint Proposal; site or landscaping plans showing integration of Rebuild 11th Street Blocks and planned public improvements; updated floor plans with intended ground floor uses, renderings, and development schedule; and written summaries of progress on mobility and sustainability initiatives identified in the RFP or Joint Proposal.

Design Summary:

The updated Block 68S Project is a 15-story high-rise building on the southern half of Block 68, which is approximately 0.84 acres. The updated project site includes two parcels, Parcel No. R1013004553 and Parcel No. R1013004556, both now owned by CCDC. Residential uses will occupy approximately 52% of the 428,670 square foot building, including 185 independent senior living apartments and associated amenity space. Structured parking occupies 43% of the building and includes 571 vehicle parking stalls. Public, secured storage for 30 bikes ("BikeBOI") and four commercial units on the ground floor comprise the remaining 5% of building area.

The Joint Proposal proposed Block 68S as a 20-story high-rise building solely on Parcel No. R1013004553, an approximately 0.65-acre site. The original design included 230 residential units to be either market rate or senior housing with residential amenities, a 200,900 square foot structured parking garage with 469 stalls and BikeBOI facility, and 14,100 square feet of flexible ground floor commercial space designed to accommodate use as the YMCA Child Development Center, medical clinic, or retail space.

As seen in the chart below, the Schematic Design (far right column) submitted by Developer on October 18, 2023, is approximately 13,500 square feet larger, includes over 22,500 square feet of additional residential space with 45 fewer apartments, has 4,500 square feet of additional commercial space with two additional commercial units, and 14,500 fewer square feet of parking area while it includes 102 additional parking stalls, as compared to the Joint Proposal.

UPDATED DETAILS			
	<u>Proposal</u> <u>Submission Plan</u>	<u>Schematic Design</u> <u>Documentation</u>	<u>Schematic Design</u> <u>Documentation Update</u>
Total Building Area (SF)	415,219	428,672	428,670
Number of Residential Units	230	189	185
By Type:			
Studio		12	12
One Bedroom		60	58
One Bedroom +		56	55
Two Bedroom		38	18
Two Bedroom +		16	35
Three Bedroom		7	7
Residential Area (SF)	200,219	219,288	222,906
Number of Commercial Units	1	6	4
Commercial Area (SF)	14,100	18,327	18,648
Number of Structured Parking Spaces	469	575	571
Parking SF	200,900	190,431	187,116
BikeBoi Bike Parking	30	30	30
Bike Parking SF		626	661

The building's improved efficiency, particularly with regard to the structured parking garage, is made possible by the addition of Parcel No. R1013004556 to the project site. The increased site area and the Board's early decision to pursue a ramped versus flat deck design has resulted in a garage design with 571 total parking spaces compared to 469 spaces in the Joint Proposal.

Residential Detail:

The Block 68S unit mix includes 12 studios, 113 one-bedroom units, 53 two-bedroom units, and seven three-bedroom units. The Joint Proposal contemplated 71 studios, 106 one-bedroom units, and 53 two-bedroom units. The Schematic Design mix has a higher percentage of larger units and continues to meet the DDA requirements for minimum unit sizes with an average unit size of 882 square feet and meets the DDA requirements for nine-foot minimum ceiling heights in the residential units. The design includes a significant amount of amenity space which is typical for independent senior housing. Amenities will be located on both the first and eighth floors and include a lobby, lounge, salon, general store, mail room, theater, and multiple dining and activity spaces with indoor/outdoor seating on the eighth-floor landscaped terraces.

The Joint Proposal contemplated that together Block 68S and Block 69N would add 450 homes to downtown Boise. The overall number of units in these projects has decreased by 10%, for a total of 407 units. Changes to the Block 68S design account for this reduction in units, with the Schematic Design including 185 units compared to 230 in the Joint Proposal. Still, the two projects deliver nearly double the minimum RFP requirement of 225 housing units and their design and amenities will provide a high quality of life for residents and provide a housing type not currently available in downtown Boise.

Summarized Findings:

The Schematic Design aligns with the residential goals, priorities, and requirements in the RFP, Joint Proposal, and DDA.

Mobility Hub Detail:

To encourage additional redevelopment in the neighborhood, the RFP requested a visionary outcome to include a shared-use parking garage and secure bike storage facility (the "Mobility Hub"). Block 68S delivers this request with the Block 68S Mobility Hub facilitating redevelopment of nearby underutilized property into Block 69N and the new YMCA facility, which both depend on the Mobility Hub for their respective required parking. Further, the Schematic Design has a significantly increased number of vehicle parking spaces compared to the Joint Proposal within a smaller total area and accommodates the project's anticipated parking demand while delivering a residential parking ratio of less than 0.8 stalls per unit (the maximum established by the RFP).

The DDA stipulates certain minimum requirements for the Mobility Hub in Section 9.6.1., including that the Mobility Hub will be designed consistent with CCDC's adopted Parking Structure Design Guidelines for User Comfort Factor ("UCF") 2, 1% of stalls will be equipped with electric vehicle ("EV") charging stations with infrastructure sufficient to support future stations at 20% of stalls, and all parking access control system equipment, signage, markings, etc. and their locations will be approved by CCDC prior to purchase and installation. The Schematic Design meets the criteria for EV charging stations and the Developer and DDA accommodate for ongoing coordination regarding equipment, signage, and markings. The Schematic Design does not conform to UCF 2, which identifies dimensional requirements for the drive aisle and associated parking stalls on either side of the aisle. The proposed garage floor plate design does not achieve UCF 2 dimensions because the proposed drive aisle is narrower

than the UCF 2 requirements for the parking stall size proposed. This is a result of several factors including site geometry constraints, structural requirements for supporting a residential tower above the Mobility Hub, balancing those structural requirements with livability of housing units (e.g., consideration of the placement of columns relative to walls within the residential tower above), and costs. CCDC is in ongoing conversation with the Developer as to how to mitigate the resulting lower UCF with reasonable consideration of the other project needs and physical constraints. Board approval of a Schematic Design not meeting UCF 2 requires that an exception be made to the DDA's current requirements, recognizing the Developer and CCDC are working on an amendment to the DDA. Staff recommends the Board accept this approach considering the goals of the RFP to create housing and maximize the City's investments in downtown infrastructure and the necessity of continuing to advance the Project with the approaching close of the Westside District.

There are four anticipated parking condominium owners in the Mobility Hub including CCDC, the Developer or housing owner/operator, the YMCA, and St. Luke's Health System. CCDC will own a condo in the Mobility Hub to include 205 parking stalls and the BikeBOI facility, and the parking garage is anticipated to be operated under CCDC's ParkBOI system. As a future owner and operator of the Mobility Hub, CCDC has particular interest in its long-term successful operation. Therefore, CCDC and its consultants have performed a thorough review of the Schematic Design of the Mobility Hub and provided the Developer with several comments, some that require design revision and others provide early guidance for future design stages. Priority design comments include ongoing refinement to improve resilience to wear and tear from weather and normal use, ongoing refinement of the Mobility hub exterior screening, addressing stairwell access points to reduce conflict with vehicles, public access to public parking payment stations, and ongoing refinement of parking stall and drive aisle dimensions to provide the highest UCF possible.

Summarized Findings:

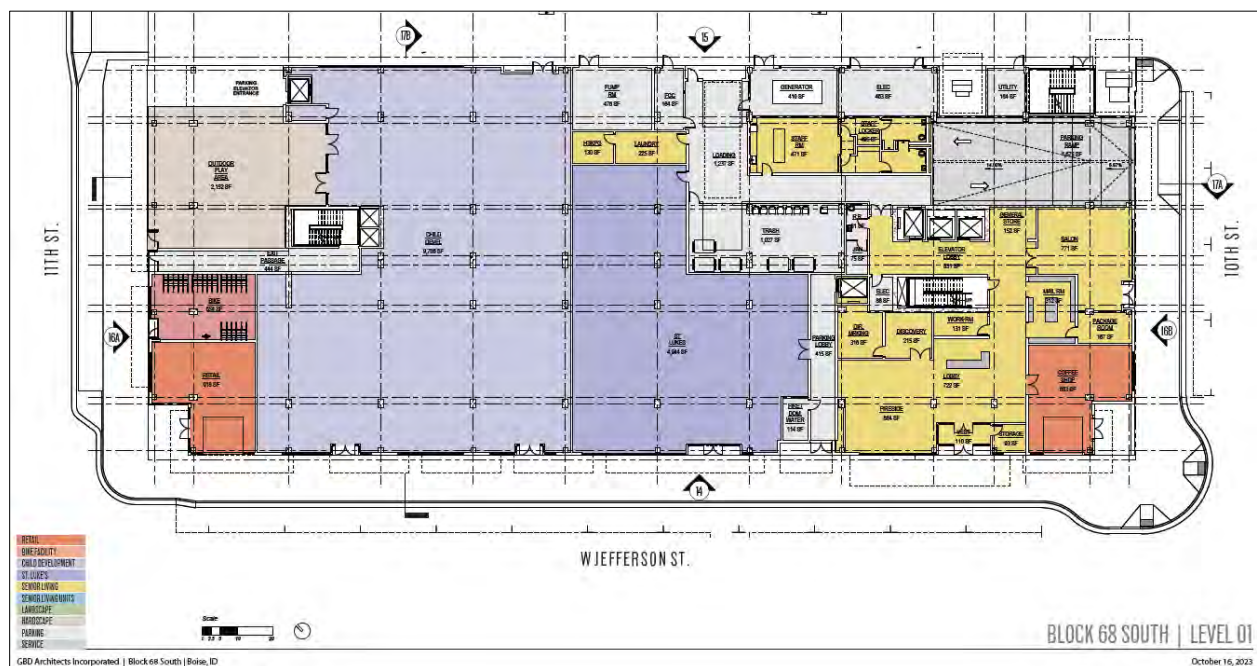
The Schematic Design is progressing generally in alignment with the goals, priorities, and requirements of the RFP, Joint Proposal, and DDA, but requires ongoing revisions and collaboration. With CCDC's important future role in the operation of the Mobility Hub, CCDC recommends the Board approve the Schematic Design with the following conditions:

- CCDC recognizes that conforming to UCF 2 of the Parking Structure Design Guidelines is not possible for this Project without structural re-design and reduced efficiency of the parking garage. CCDC and Developer will continue to negotiate a resolution to be considered by the Board in the Block 68S DDA amendment, recognizing that such resolution may require approval by the Board of a deviation to the preferred UCF standard, which constitutes an exception to current DDA requirements.
- The central elevator on the eastern half of the Mobility Hub will be extended to serve Floor 07.
- Developer will move or exhaust all options for moving the doorway of the stairwell proposed at the alley and 10th Street to exit onto 10th Street, not the alley. If relocating the doorway is impossible due to utility infrastructure restrictions, Developer will adjust other design elements to enhance pedestrian comfort and safety within the alley.
- Developer will continue to refine the Mobility Hub exterior screening solution in coordination with CCDC and the City of Boise.
- Developer will enclose the elevator located on the northwest corner of the Mobility Hub in a lobby on the ground floor so that it is not exposed to the elements.

- Developer will include pay-on-foot stations for each publicly accessible ground floor entry point into the Mobility Hub.
- Developer will continue to respond and revise design in accordance with CCDC comments not addressed in the conditions above until each has been resolved to CCDC staff satisfaction, and any resolutions will be included in the Design Development Drawings or Final Construction Documents as defined in the DDA.

Ground Floor Uses and Street Activation:

In addition to BikeBOI and residential amenities, the Block 68S Schematic Design includes four commercial units on the ground floor. Two corner retail spaces, each about 900 square feet, are located on Jefferson Street – one at 10th Street and the other at 11th Street. These retail storefronts are intended to increase foot traffic for businesses and promote a sense of community and engagement. In between these units will be an approximately 5,000 square foot St. Luke's Health System clinic and the YMCA's Child Development Center which will occupy just over 9,700 square feet of indoor area and 2,150 square feet of outdoor play area abutting 11th Street. As seen in the ground floor plan copied below, vehicle access to parking is located away from areas with high pedestrian activity and building services are located along the alleyway.



An active pedestrian environment is encouraged with intentional placement of commercial space, ground floor heights exceeding the DDA's requirement of 14 feet, awnings providing shade and weather protection, and windows providing visual engagement between people in the street and in the building with non-active uses concealed. Sidewalks will also be improved to meet the City's downtown streetscape standards and will include trees, streetlights, bike racks, and planters. The corner retail areas will include operable garage door style windows and outdoor seating is anticipated for the café on 10th and Jefferson. These features all foster activation of the street and contribute to an authentic neighborhood fabric, enhancing the resilience and sustainability of the Project and the community. The Schematic Design ground

floor design is consistent with the Joint Proposal which included housing amenities, flexible commercial space, parking, and BikeBOI.

Summarized Findings:

The Schematic Design aligns with the ground floor use and street activation goals, priorities, and requirements in the RFP, Joint Proposal, and DDA.

Mobility and Sustainability Initiatives:

Block 68S residents, commuters and visitors will have a variety of mobility options with the Mobility Hub, priority transit routes, and the 11th Street bikeway serving the Project. Block 68S incorporates CCDC's Rebuild 11th Street Blocks project in its streetscape design, with BikeBOI directly accessible from the bikeway. Private secured bike parking for residents will also be accessible from 11th Street via the Mobility Hub entrance adjacent to the alley. This alley is maintained in accordance with the RFP and Joint Proposal and will be widened to meet ACHD standards and improved with grading and paving. The Developer is considering pavement treatments such as brick paving or specialty scored concrete, and lighting to make the alley more pleasant for pedestrians.

CCDC and Developer have been coordinating regarding planned utility and streetscape improvements on 11th Street as Rebuild 11th Street Blocks, Block 68S, and Block 69N have advanced. The parties have come to an agreement regarding the scope of the Rebuild 11th Street Blocks that will be built by the Developer. The Developer's submission does not clearly identify this scope of work, but such annotated drawings will be included in the forthcoming Type 4 Agreement. While reviewing the Developer's site plan, CCDC identified the opportunity to further improve pedestrian infrastructure with the inclusion of a partial bulb-out on the Jefferson and 11th Street intersection.

The RFP asked for projects to make it easier to bus, bike, and walk by integrating plans for Building a Better State Street and the Rebuild 11th Street Blocks project, maintaining the alley, and creating a shared parking solution, all of which are accomplished by the Schematic Design. The Developer continues to evaluate and investigate options for sustainable utility systems for the project. The feasibility of a single heating and cooling system serving multiple buildings has been ruled out, but options for standalone systems including geothermal with cooling tower, heat pumps, and variable refrigerant flow systems are options. The developer continues to evaluate the Energy Use Index and greenhouse gas emissions for each potential option. The Developer continues to plan for recycling and potential composting facilities and operations.

Summarized Findings:

CCDC finds that the Schematic Design meets the goals, priorities, and requirements of the RFP, Joint Proposal and DDA as it relates to mobility initiatives, and the Developer continues to investigate and refine utility systems for the project. CCDC recommends the Board approve the Schematic Design with the following conditions:

- Developer will include in its Design Review submission to the City of Boise the portion of Rebuild 11th Street Blocks that it plans to construct.
- With approval from the City of Boise and ACHD, Developer will include a pedestrian bulb-out on the southern half of the Jefferson and 11th Street intersection that it will construct.
- Developer will provide CCDC with a copy of its final report regarding the use of geothermal energy.

Schedule:

The updated development schedule included in the Developer's submission anticipates Design Development Drawing submission to CCDC on March 15, 2024, a tentative closing date of June 12, 2024, and submission of Construction Documents to CCDC on July 1, 2024, with demolition and mobilization for construction beginning June 18, 2024 (subject to a proposed early entry agreement), and foundation and structure work commencing in October 2024. The schedule anticipates the building will be completed (less retail tenant improvements) before the end of September 2026. This schedule is still under revision and discussion with the City of Boise regarding the potential for phased permitting for construction. CCDC and Developer are still negotiating final performance deadlines for design submissions and submissions for preliminary evidence of financing and anticipate setting these deadlines in the forthcoming revision to the Block 68S DDA which CCDC will present for the Board's consideration at its December 11, 2023 meeting.

Summarized Findings:

Completion of the Project within the life of the Westside District as contemplated by the RFP and Joint Proposal is important, and the proposed schedule is very tight considering the sunset of the Westside District in September 2026. Developer and CCDC will continue to coordinate with each other and other agencies to find opportunities to reduce and avoid potential delays. CCDC recommends the Board approve the Schematic Design with the following condition:

- Developer and CCDC will establish performance deadlines in the forthcoming DDA amendment with completion of the Project planned prior to the closing of the Westside District.

Conformance with the RFP Priorities:

The RFP included five priorities with minimum requirements and requested visionary outcomes. These priorities: Grow Our Housing, Mobility, Urban Development and Architectural Design, Economic Development, and Sustainability, are listed in the table below with the RFP's specific performance requirements and requests addressed by the Project and its sister project, the Block 69 North Workforce Housing Development. List items with an asterisk are visionary outcomes as opposed to minimum requirements. An "X" in the "Staff Finding" column indicates that the project addresses the requirement or request, and an "X**" indicates that the Developer is still investigating solutions.

RFP REQUIREMENT/REQUEST	STAFF FINDING
Grow Our Housing:	
225 units; balanced unit mix with thoughtful design and amenities.	X w/ 69N
15-year affordability term for 25 and 130 units affordable to households earning 80% AMI and 120% AMI or less, respectively.	(69N)
More units at various levels of affordability.*	X
Mobility:	
Make it easier to bus, bike, and walk.	X
Integrate Building a Better State Street and Rebuild 11th Street Blocks.	X
Maintain a mid-block connection through Block 68.	X
Max private parking ratio of 0.8 stalls per unit.	X

Secure bicycle storage facility for 30 bikes.*	X
Shared-use public parking and mobility structure supporting more infill.*	X
Urban Development and Architectural Design:	
Exceptional built environment that contributes to the authentic neighborhood fabric, embraces density, and provides for activities conducive to a compact, mixed-use downtown.	X
Active ground floor uses, street furnishings, and other engaging elements.	X
Aspirational architecture that integrates green features and systems.	X
Economic Development:	
Provide economically diverse housing that reduces demands on transportation infrastructure and furthers the City's long-term sustainability.	X
Leverage public private partnership to maximize housing, other uses.	X
Utilize public participation to deliver lower housing price points.	(69N)
Assemble nearby underutilized land and build more housing and uses that serve the neighborhood.*	X
Implement a shared-use parking and mobility hub structure to catalyze infill of underutilized land with active uses.*	X
Sustainability:	
Meet the Boise City Green Building Code.	X
All-electric buildings.	X
Use of geothermal for commercial/retail spaces.	X**
Electric vehicle charging stations.	X
Recycling facilities and operations.	X
Water conservation with low flow/usage appliances and fixtures.	X
Expand clean energy utility system infrastructure.*	X**

CONCLUSIONS AND STAFF RECOMMENDATIONS:

Per Section 9.5 of the DDA, Board approval of the Schematic Design Documentation will depend on the Project aligning with the intent of the Joint Proposal and RFP goals, as well as compliance with the terms and conditions established in the DDA. The DDA lists certain criteria for the Board's evaluation, which are listed in the chart below with Agency staff findings.

Given the findings below and as described earlier in this report, CCDC finds the Schematic Design Documentation is substantially consistent with the intent of the Joint Proposal and RFP goals and the overall success of the Project as contemplated by such documents and the DDA. CCDC recommends the Board approve the Schematic Design Documentation subject to the conditions as stated above.

DDA REVIEW CRITERION	STAFF FINDING
Contributing to an exceptional built environment and authentic neighborhood fabric.	The Project meets this criterion with enhanced public right of way, active ground floor commercial uses engaging the street, and urban design emphasizing the pedestrian experience as described in sections

	addressing the Mobility Hub, and Ground Floor Uses and Street Activation.
Embracing density and providing for activity conducive to a compact, mixed-use downtown.	The Project meets this criterion with dense housing and neighborhood oriented commercial uses as described in sections addressing Residential Detail and Ground Floor Uses and Street Activation.
Active ground floor uses.	The Project meets this criterion as described in the section addressing Ground Floor Uses and Street Activation.
Enhancing pedestrian, bike, and transit accessibility and connections.	The Project meets this criterion as described in the section addressing the Mobility Hub and Sustainability Initiatives.
Considering and integrating existing mobility plans.	The Project meets this criterion as described in the section addressing the Mobility Hub and Mobility and Sustainability Initiatives.
Working to mitigate climate impact with innovative design and utility system infrastructure and utilities.	The Project meets this criterion as described in the section addressing the Mobility Hub and Sustainability Initiatives.



October 18, 2023

Capital City Development Corp.
Attn: John Brunelle
Executive Director
121 9th Street, Suite 501
Boise, ID 83702

VIA: Email amonjar@ccdcboise.com

**RE: BLOCK 68 SOUTH MIXED-USE HOUSING & MOBILITY HUB PROJECT
SCHEMATIC DESIGN DOCUMENTATION**

Dear Mr. Brunelle:

On behalf of Block 68S Development, LLC, I am pleased to provide you with this letter as an update to the proposed project at Block 68 South (herein "Project"). Per Section 8.5, Schematic Design Documentation, of the Disposition and Development Agreement, (herein "DDA") between The Urban Renewal Agency of Boise City, Idaho, a/k/a Capital City Development Corporation (herein "CCDC") and Block 6S South Development, LLC, (herein "Block 68") please find Schematic Design Documentation.

Changes from the April 2023 submission are primarily on the ground floor and include: a reduction in St. Lukes clinic square footage and the addition of the YMCA Child Development Center (moved from Block 69N). Retail at the corners of 10th and 11th and Jefferson and the bike facility fronting 11th have been maintained to ensure activation at key corners and locations. The additional ground floor program resulted in moving some housing functions from the ground floor to the 8th floor which resulted in a small reduction to the total active senior units.

To assist in the review of the Schematic Design Documentation we organized the documents to reflect the list of required items per Section 8.5.1(a) and 8.5.1(b). The Index List below notes in which Attachment the requested documentation is detailed.

Section 9.5 Schematic Design Documentation

Requirement

Short narrative on how site design prioritizes pedestrian, cyclist and transit mobility

How goals for reducing energy and water use have been considered in the selection of mechanical, electrical and plumbing systems

Feasibility/progress regarding Project-wide energy and utility systems (central plant)

Use of geothermal system

Inclusion of recycling and composting facilities

Number and location of electric vehicle charging stations

Attachment

1

Previously provided

Previously provided

Previously provided

2

3



Square footage by type of uses, parking spaces and bike racks	4
Floor plans	Schematic Design set
Proposed unit sizes	5
Parking garage design with ramped decks consistent with the Agency's adopted Parking Structure Design Guidelines in effect as of the Effective Date	Schematic Design set
Site plan	Schematic Design set
Perspective renderings	Schematic Design set
Intended/Targeted active ground floor uses	Schematic Design set
Floor heights	Schematic Design set
Development Schedule	Development Schedule

Please review the attachments and let us know if you need additional information and/or if we need to modify any information in preparation for the CCDC Board meeting.

Per Section 9.5(b) of the DDA, the chart below details changes or added information from our proposal.

UPDATED DETAILS

	<u>Proposal Submission Plan</u>	<u>Schematic Design Documentation</u>	<u>Schematic Design Documentation Update</u>
Total Building Area (SF)	415,219	428,672	428,670
Number of Residential Units	230	189	185
By Type:			
Studio		12	12
One Bedroom		60	58
One Bedroom +		56	55
Two Bedroom		38	18
Two Bedroom +		16	35
Three Bedroom		7	7
Residential Area (SF)	200,219	219,288	222,906
Number of Commercial Units	1	6	4
Commercial Area (SF)	14,100	18,327	18,648
Number of Structured Parking Spaces	469	575	571
Parking SF	200,900	190,431	187,116
BikeBoi Bike Parking	30	30	30
Bike Parking SF		626	661

Please review this information and let us know if you need additional information and/or if we need to modify any information in preparation for the CCDC Board meeting.



With the CCDC Board approval or conditional approval, we will continue design work to submit for the November 7th design review application deadline. We will continue each month to meet with CCDC and the City of Boise on this project, the YMCA project, and Block 69N project. Each project is scheduled for similar permit submission dates and start of construction. We intend to start construction in Q3 of 2024 using a phased permitting process. This process will allow us to get much of the needed demolition and sitework completed while the building permit drawings are still being reviewed by the City of Boise. Please reference the attached Development Schedule.

Please contact me if you have any questions at 503-956-7210.

Sincerely,

Jill Sherman
Edlen & Co
jill.sherman@edlenandco.com
(503) 956-7210

Enclosed: Attachments as noted in the "Index List" above, SD

Cc: J. Dean Papé, Jill Sherman, Aaron Elton, Kathryn Hunter, Jordan Heller, and Anne Kunkel
(electronic copy only)

Attachment 1

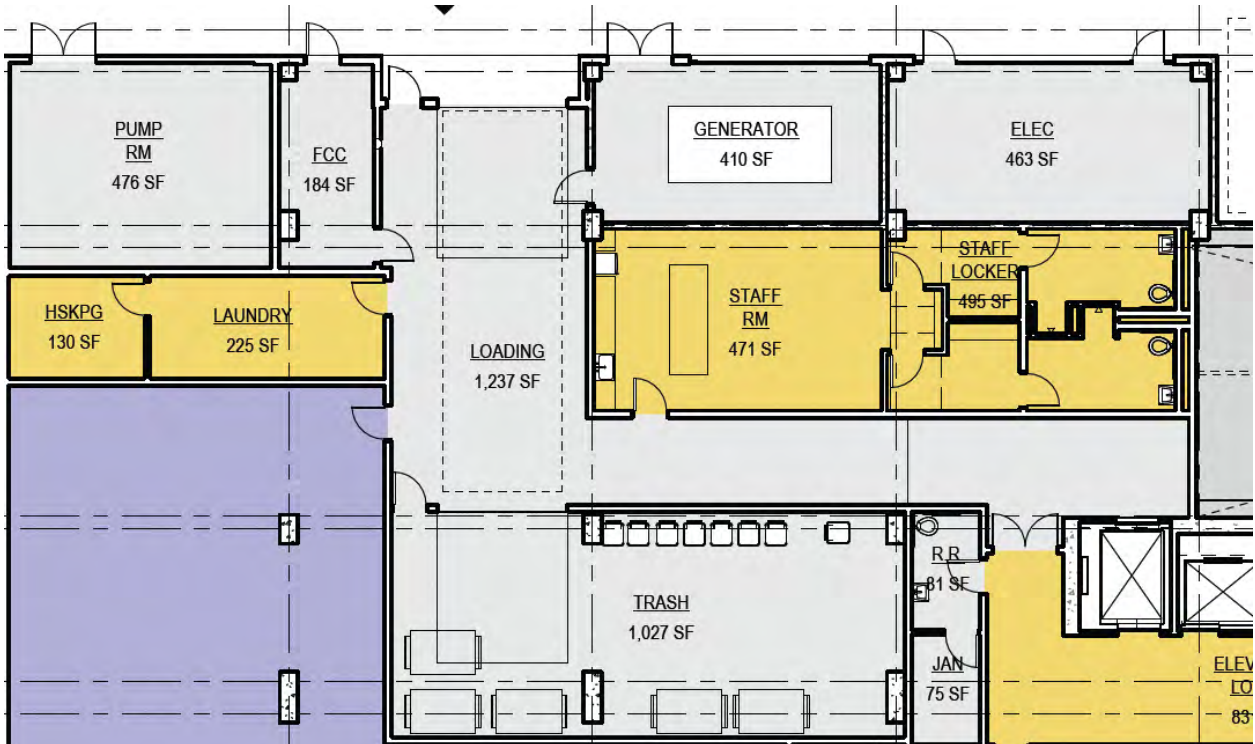
Block 68 (South) is located between State St. and Jefferson St., along the 11th St. bikeway. The 11th St. and Jefferson St. intersection was once chaotic and dominated by vehicles, making it difficult for pedestrians, cyclists to move around safely. However, the Rebuild 11th Street project design prioritizes sustainable transportation and transforms 11th Street into a pedestrian, cyclist, and transit-friendly space.

The 11th Street bikeway will provide a safe and accessible option for cyclists to navigate downtown Boise and connections to popular destinations like Boise River Greenbelt, Hyde Park and Boise High. The bikeway is designed with cyclists in mind, featuring dedicated bike lanes that are separated from traffic by a buffer zone. In addition to improving cycling safety, the 11th St. Bikeway also enhances the overall livability of the area. The bikeway helps reduce traffic congestion and air pollution. It also encourages people to get outside and enjoy the city on foot or on bike, promoting a healthy and active lifestyle.

Block 68S is designed to create a welcoming atmosphere that encourages people to spend time in the area. Vibrant storefronts at the corners will increase foot traffic for businesses and promote a sense of community and engagement, as people can easily interact with one another while walking around. On-site parking access is located away from pedestrian activity areas and building services are tucked away along the alley. 11th will be activated with retail at the corner with Jefferson and BikeBoi in the center of the block. Secure bike parking provides cyclists a safe and convenient place to lock up their bike while running errands, shopping, or working.

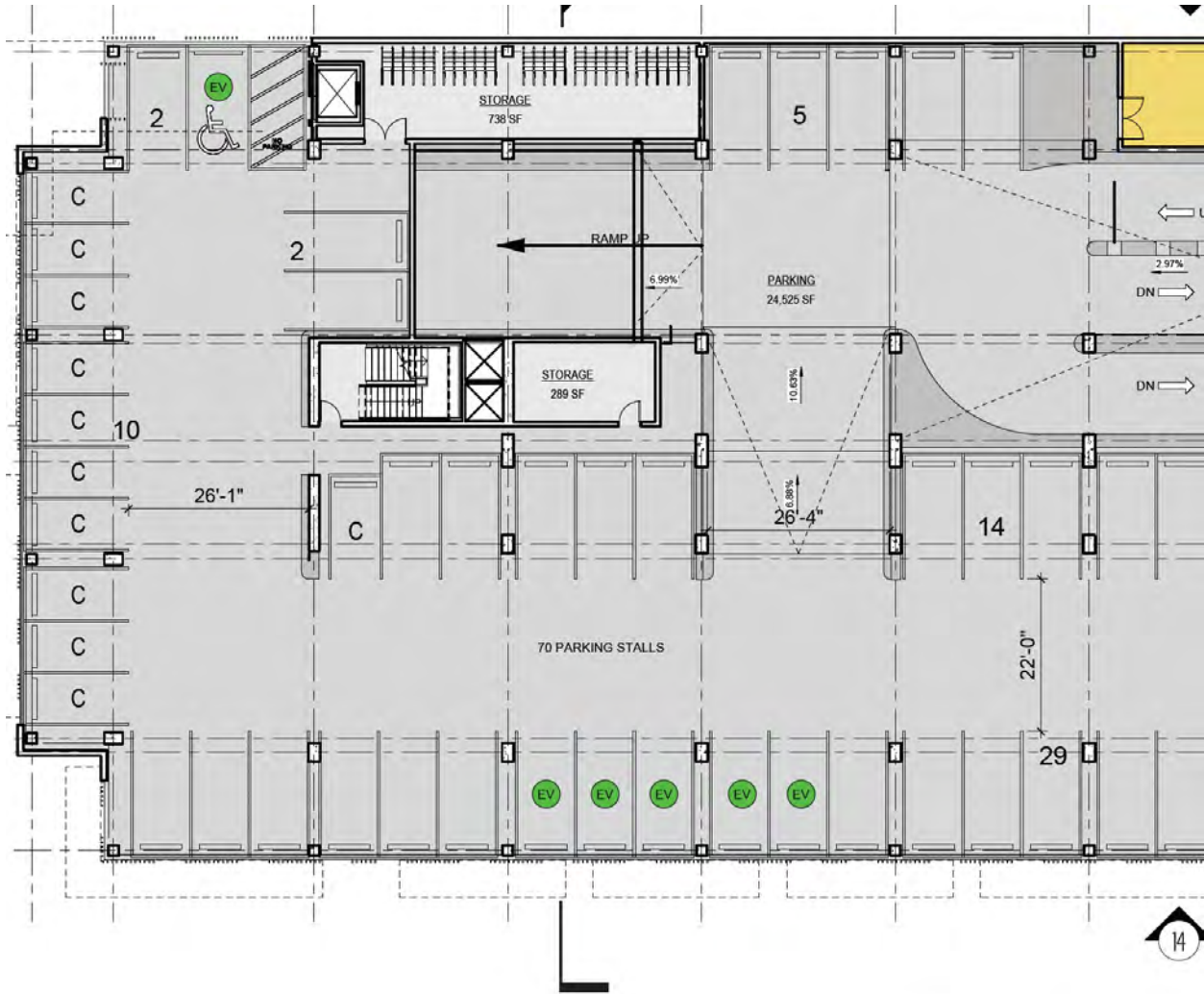
Attachment 2

See SD plan snip below for location of Level 1 trash, recycling, and potential compost services.



Attachment 3

See SD plan snip below for the proposed EV charging stations (1% of stalls). Future charging capacity for 20% of the stalls is included.



WJEFFERSON ST.

Attachment 4

Square footage by type of uses, parking spaces and bike racks

Block 68S

Unit Count Design Update

	<u>Proposal Submission Plan</u>	<u>Schematic Design Documentation</u>	<u>Schematic Design Documentation Update</u>
Total Building Area (SF)	415,219	428,672	428,670
Number of Residential Units	230	189	185
By Type:			
Studio		12	12
One Bedroom		60	58
One Bedroom +		56	55
Two Bedroom		38	18
Two Bedroom +		16	35
Three Bedroom		7	7
Residential Area (SF)	200,219	219,288	222,906
Number of Commercial Units	1	6	4
Commercial Area (SF)	14,100	18,327	18,648
Number of Structured Parking Spaces	469	575	571
Parking SF	200,900	190,431	187,116
BikeBoi Bike Parking	30	30	30
Bike Parking SF		626	661

Revised in response to staff question/comment as shown on following page

Block 68S**11/2/2023****Unit Count Design Update**

	<u>Proposal Submission</u> <u>Plan</u>	<u>Schematic Design</u> <u>Documentation</u>	<u>Schematic Design</u> <u>Documentation Update</u>	<u>Design Development</u> <u>Drawings</u>	<u>Final Construction</u> <u>Documents</u>
Total Building Area (SF)	415,219	428,672	428,670		
Number of Residential Units	230	189	185		
By Type:					
Studio		12	12		
One Bedroom		60	58		
One Bedroom +		56	55		
Two Bedroom		38	18		
Two Bedroom +		16	35		
Three Bedroom		7	7		
Residential Area (SF)	200,219	219,288	222,906		
Number of Commercial Units	1	6	4		
Commercial Area (SF)	14,100	18,327	18,648		
Number of Structured Parking Spaces	469	575	571		
Parking SF	200,900	190,431	186,455		
BikeBoi Bike Parking	30	30	30		
Bike Parking SF		626	661		

Attachment 5

Proposed Unit Sizes

Block 68S

Unit Size Square Footage

	<u>Proposal Submission</u> <u>Plan</u>	<u>Schematic Design</u> <u>Documentation</u>	<u>Schematic Design</u> <u>Documentation Update</u>
By Type: (SF)			
Studio	-	548	548
One Bedroom	-	693	680
One Bedroom +	-	884	850
Two Bedroom	-	1,012	1,000
Two Bedroom +	-	1,265	1,220
Three Bedroom	-	1,475	1,380
Average Unit Size	N/A	882	882

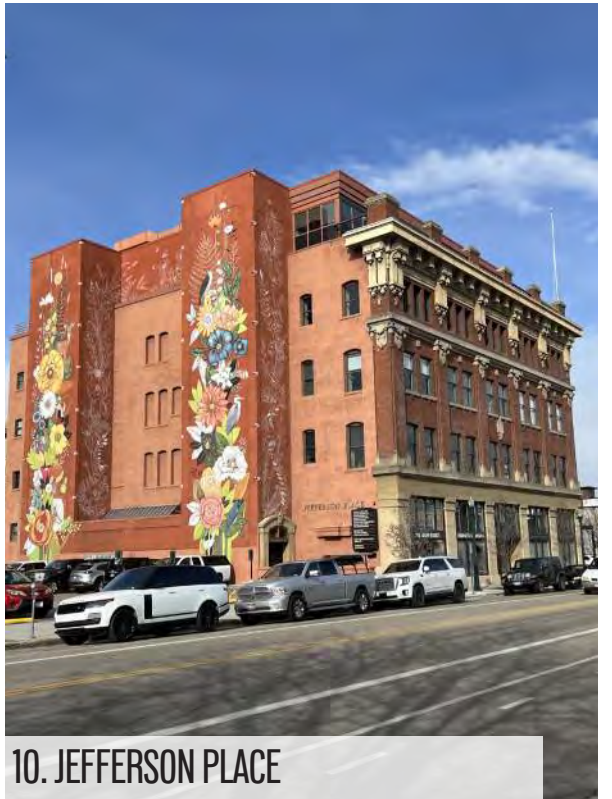
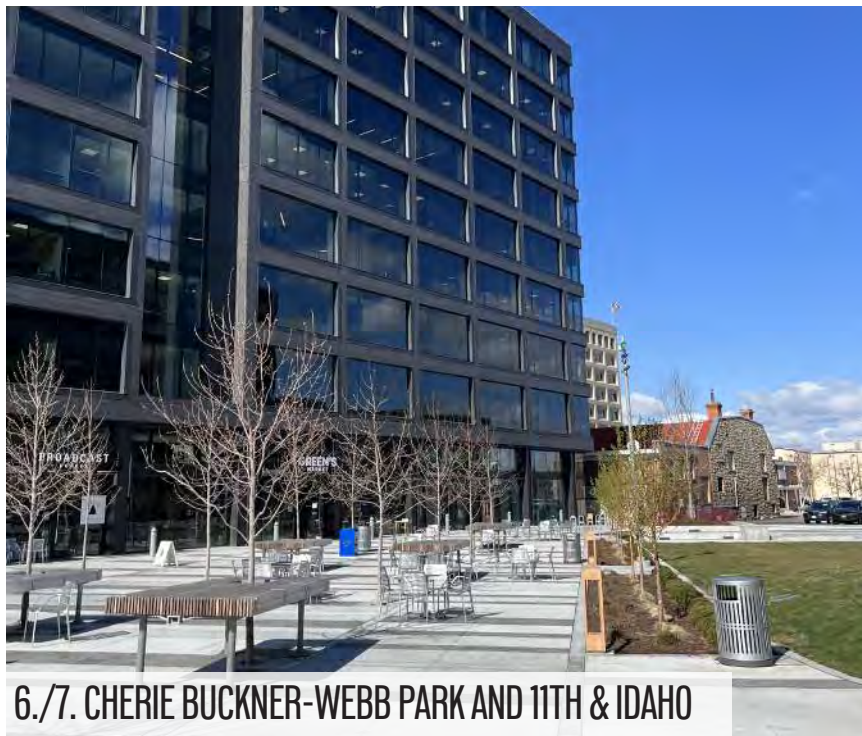
GBD

Block 68 South

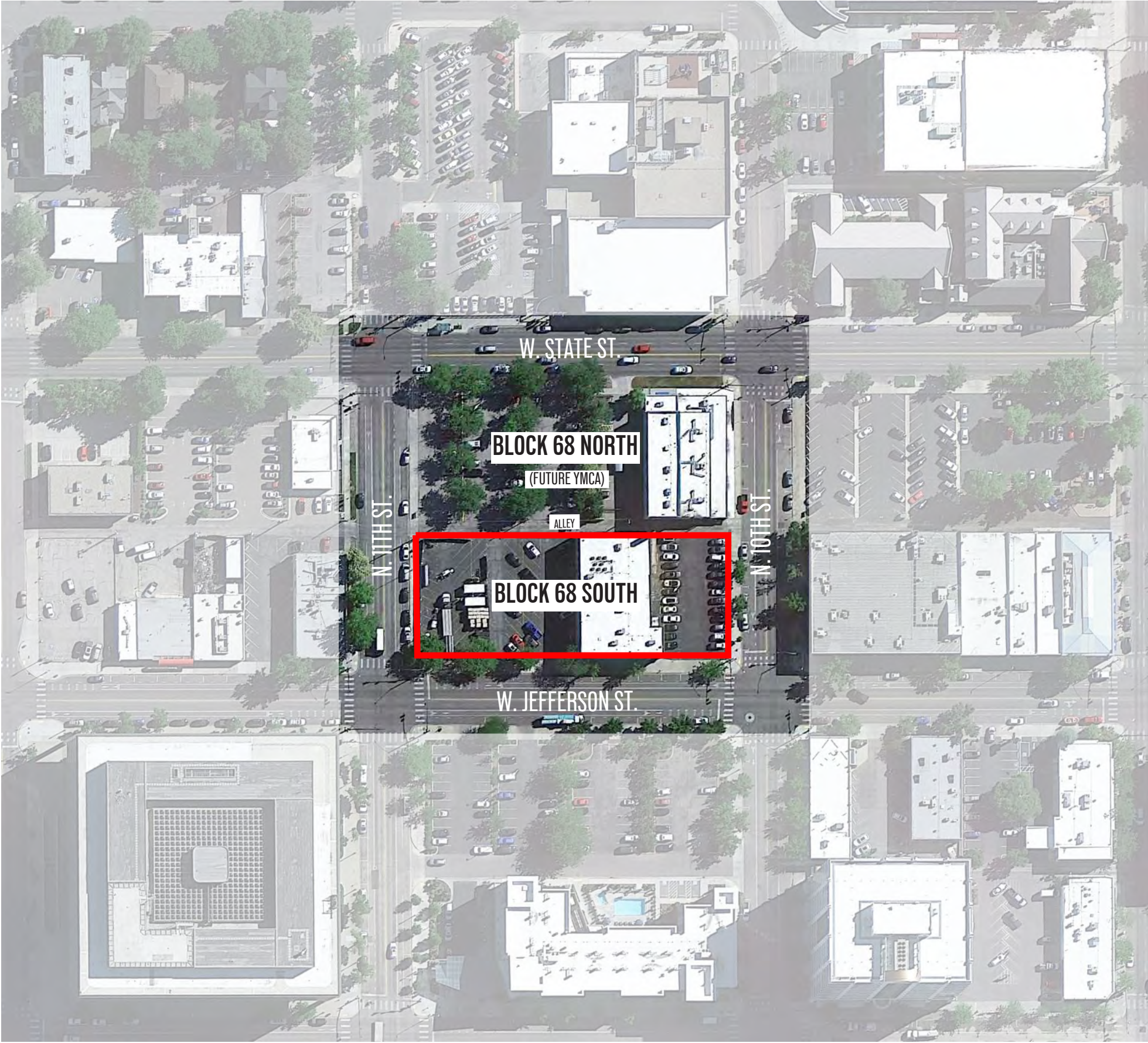
100% Schematic Design

October 16, 2023

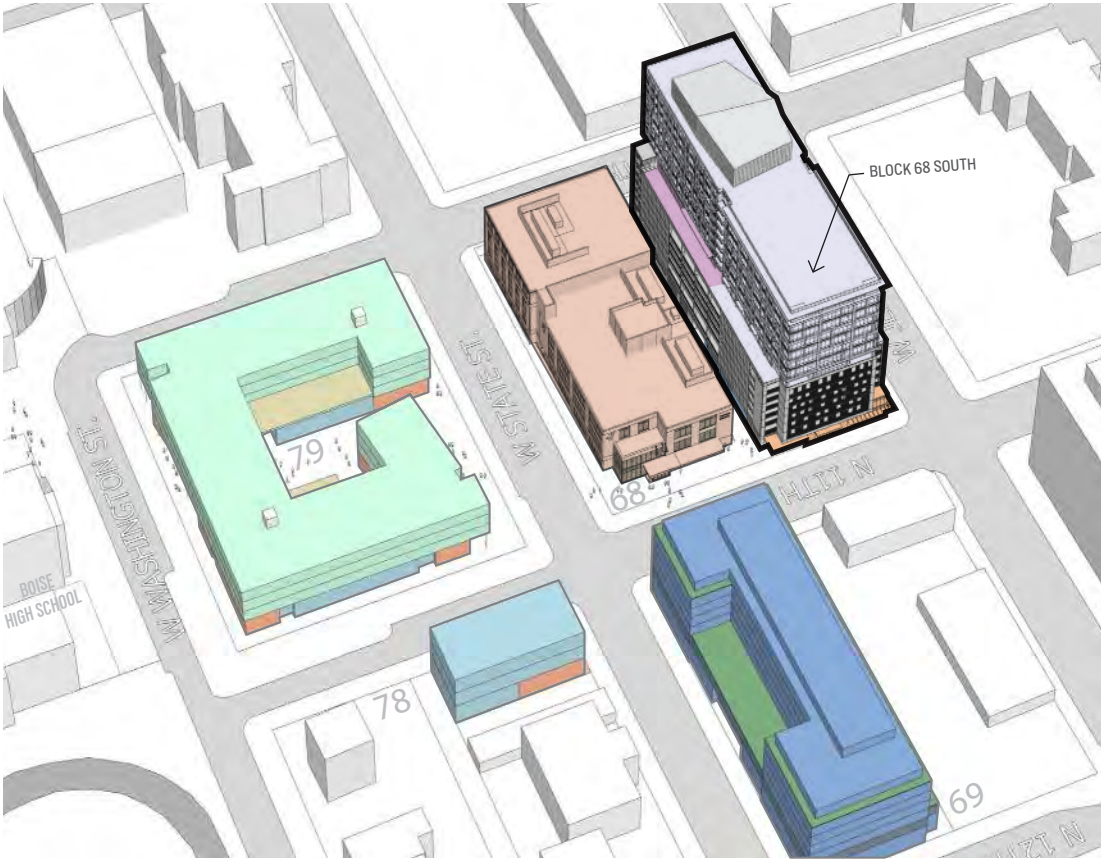




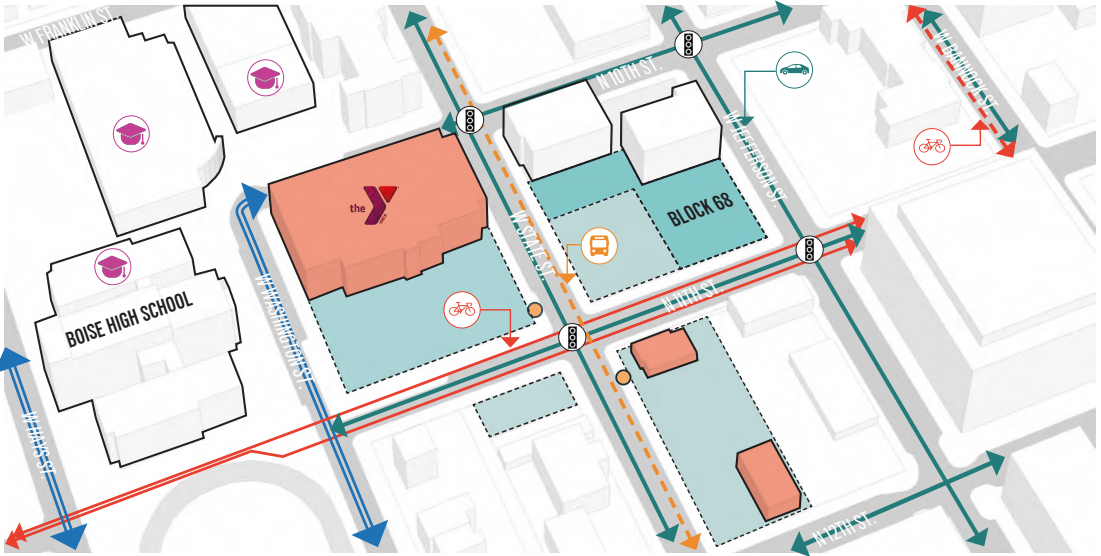
BLOCK 68 SOUTH | CONTEXT IMAGES



NEIGHBORHOOD MASTER PLAN

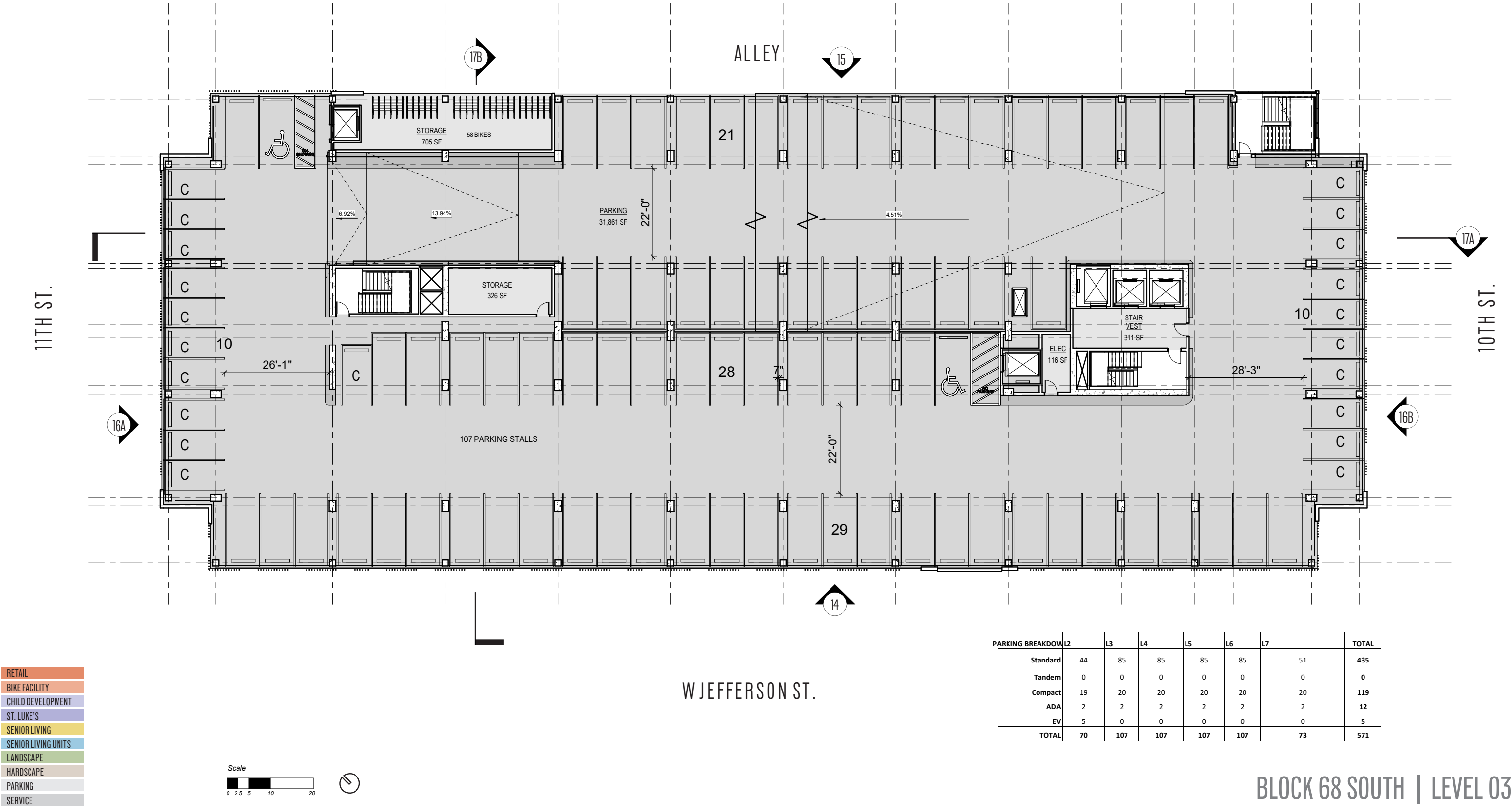


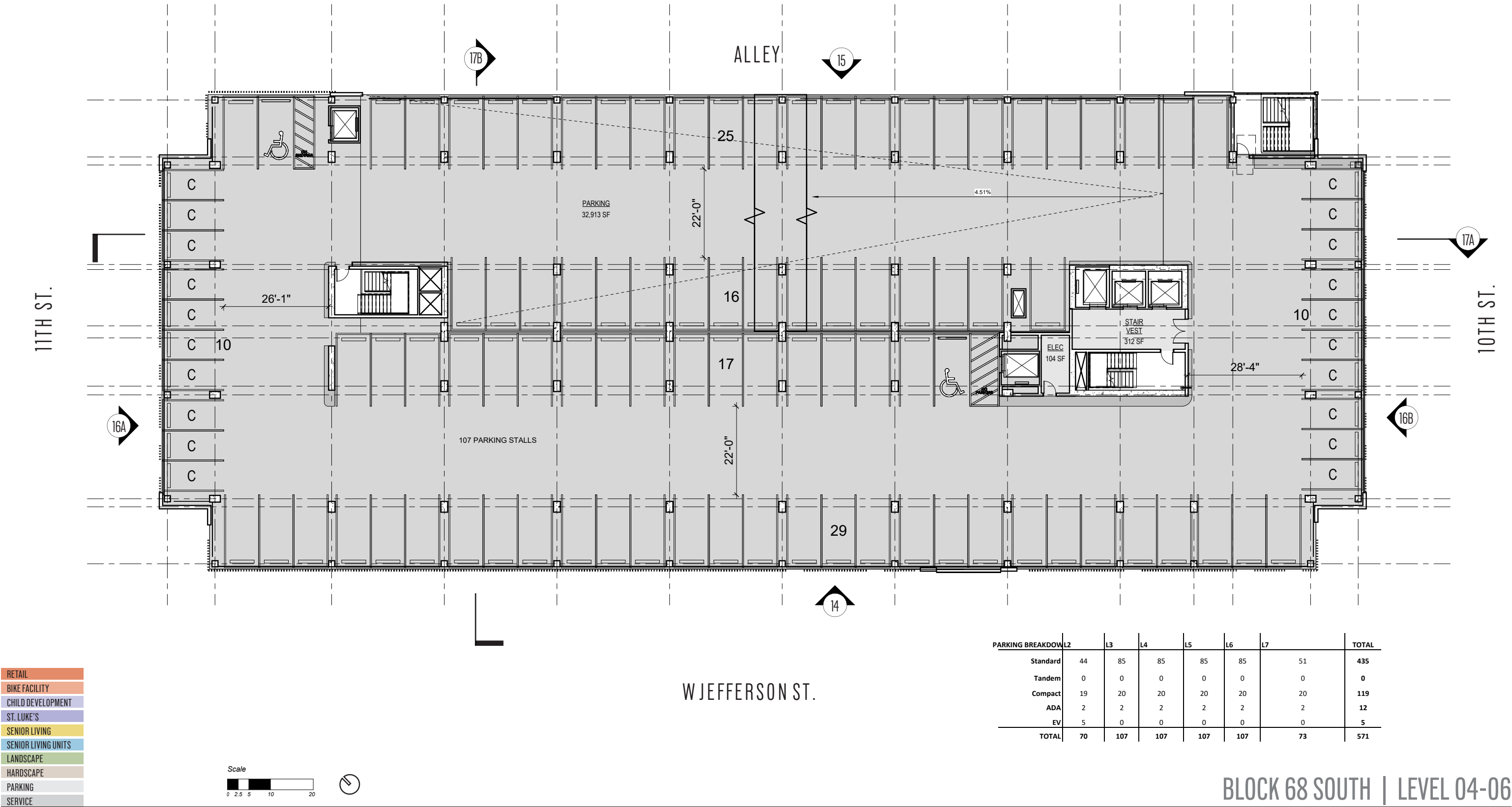
CIRCULATION / TRANSPORTATION / EXISTING CONDITIONS



LEGEND
FUTURE BIKE-WAY ◀▶ EXISTING BIKE-WAY ◀▶ MAJOR STREET ◀▶ LOCAL STREET ◀▶ BUS LINE ◀▶ BUS STOP ◀▶ HIGHWAY ◀▶ STOP LIGHT ◀▶ FUTURE DEVELOPMENT ◀▶

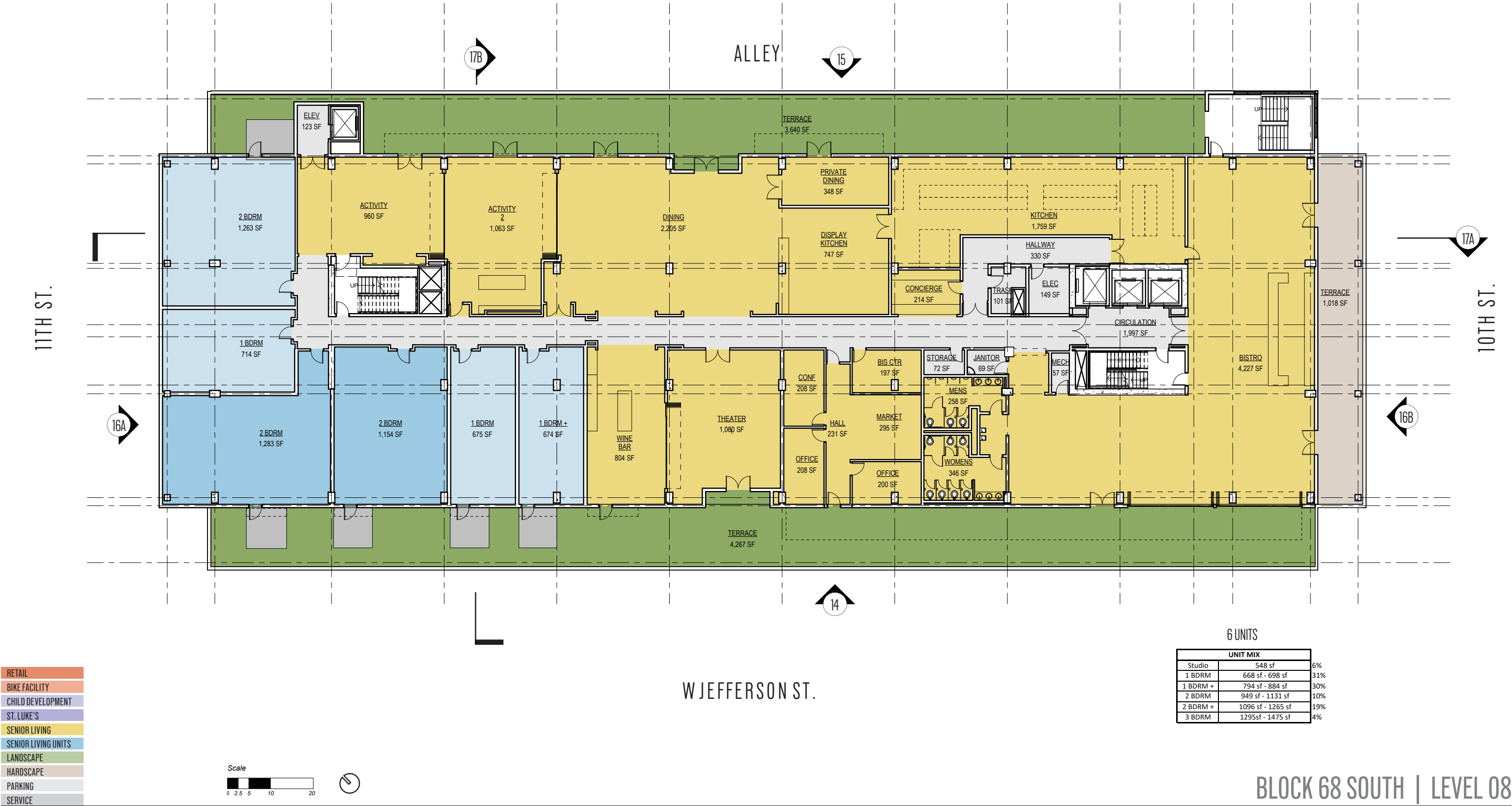
BLOCK 68 SOUTH | SITE PLAN

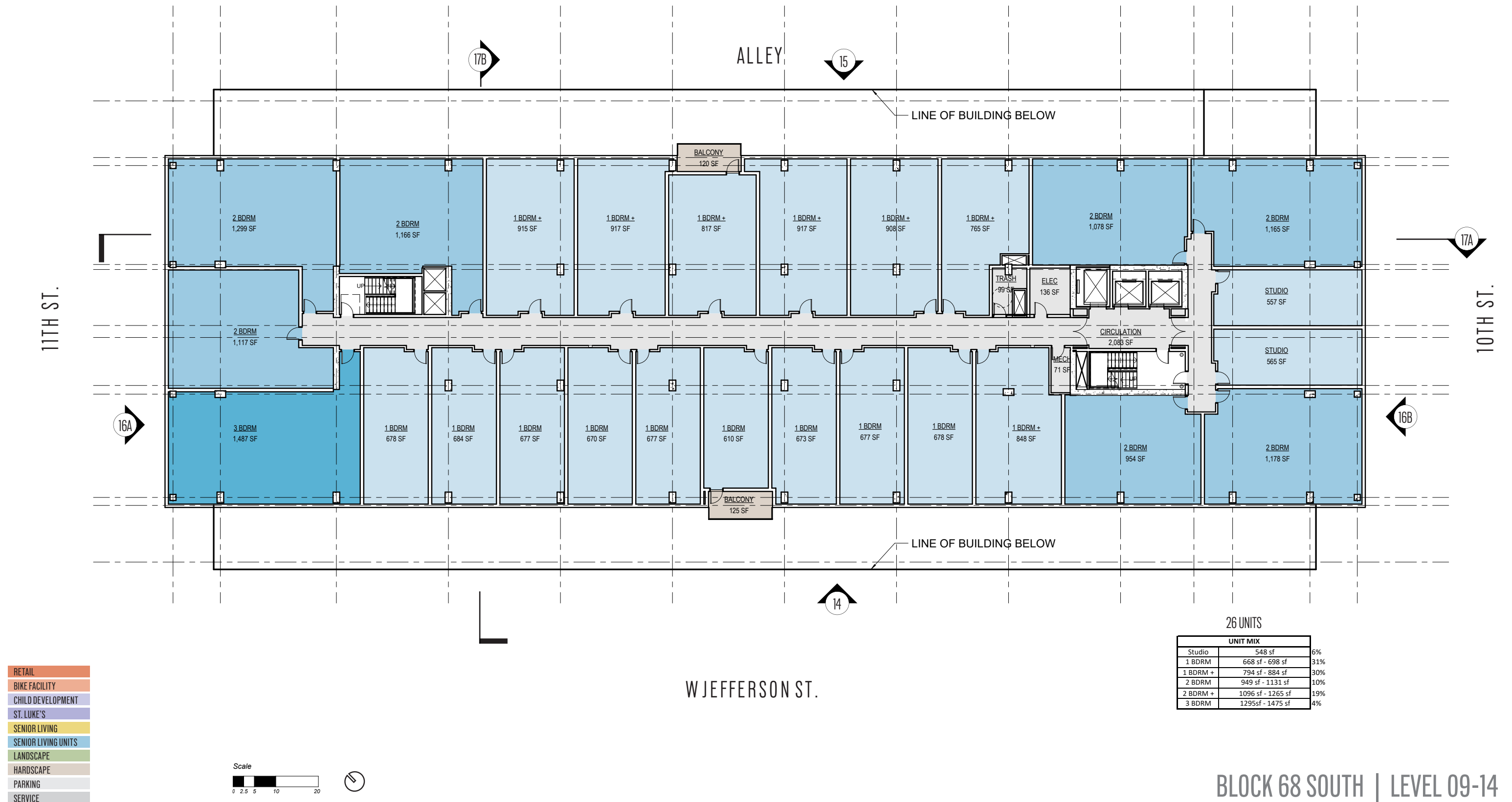


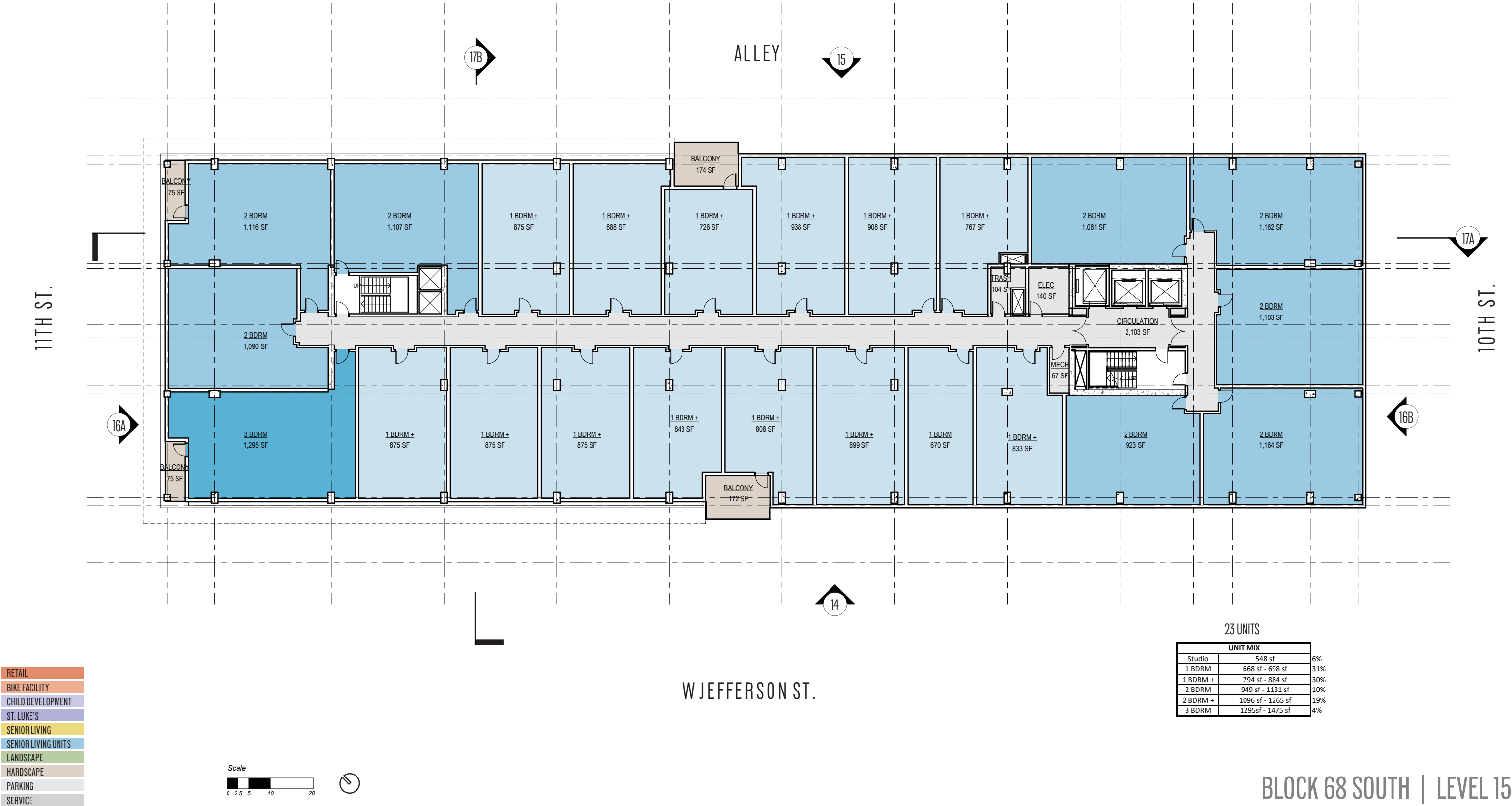


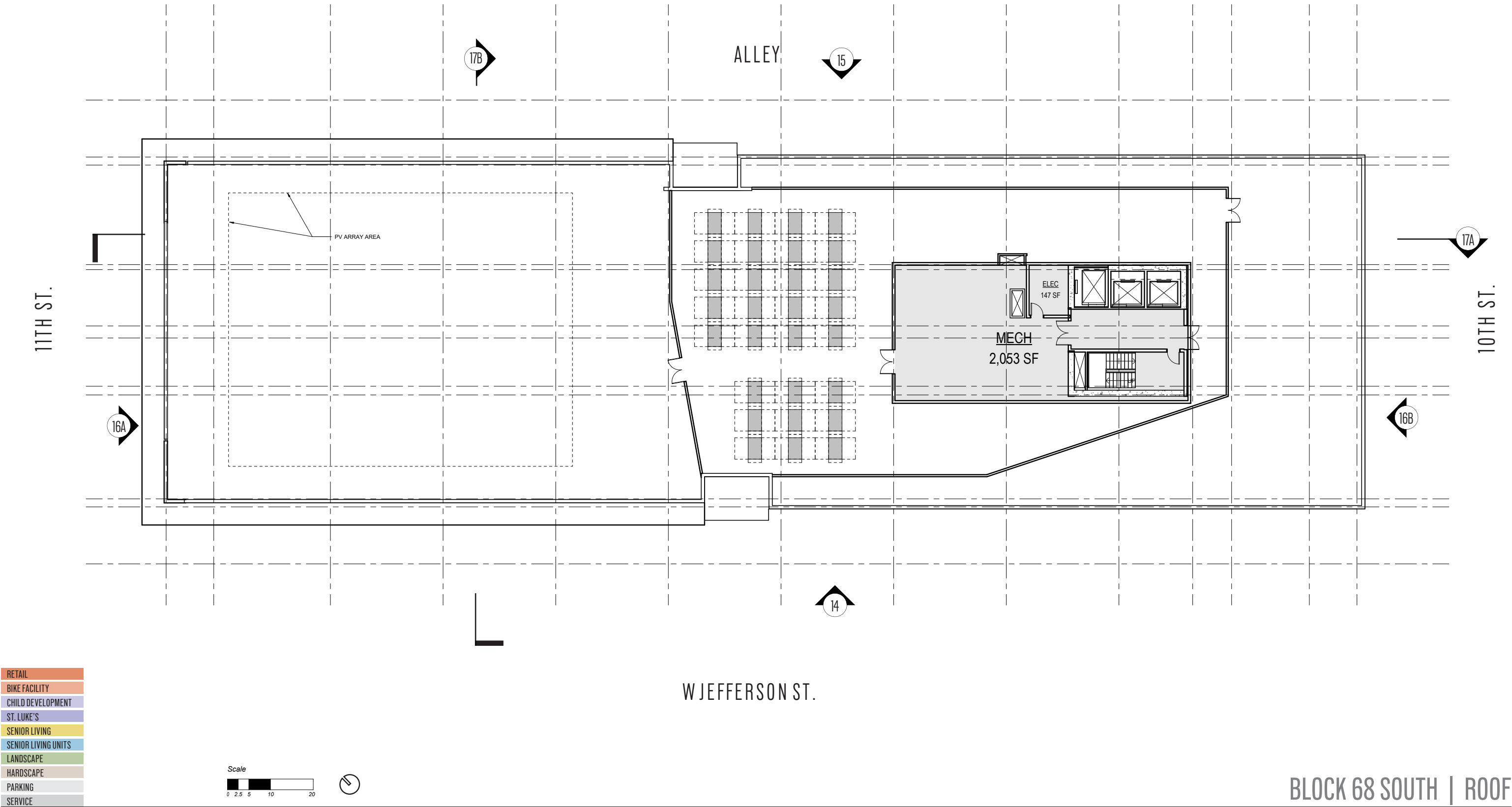


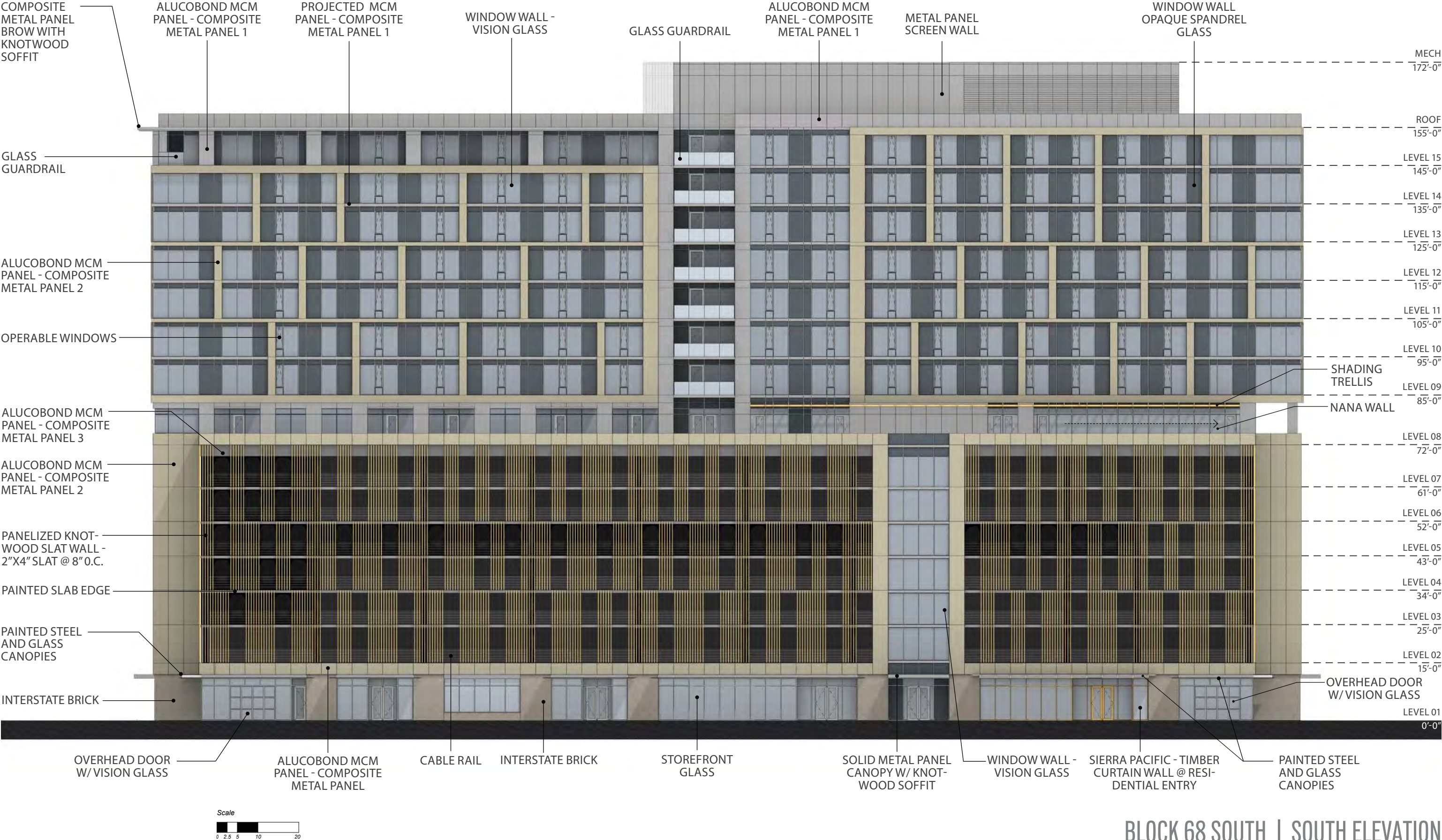
PARKING BREAKDOWN	L2	L3	L4	L5	L6	L7	TOTAL
Standard	44	85	85	85	85	51	435
Tandem	0	0	0	0	0	0	0
Compact	19	20	20	20	20	20	119
ADA	2	2	2	2	2	2	12
EV	5	0	0	0	0	0	5
TOTAL	70	107	107	107	107	73	571

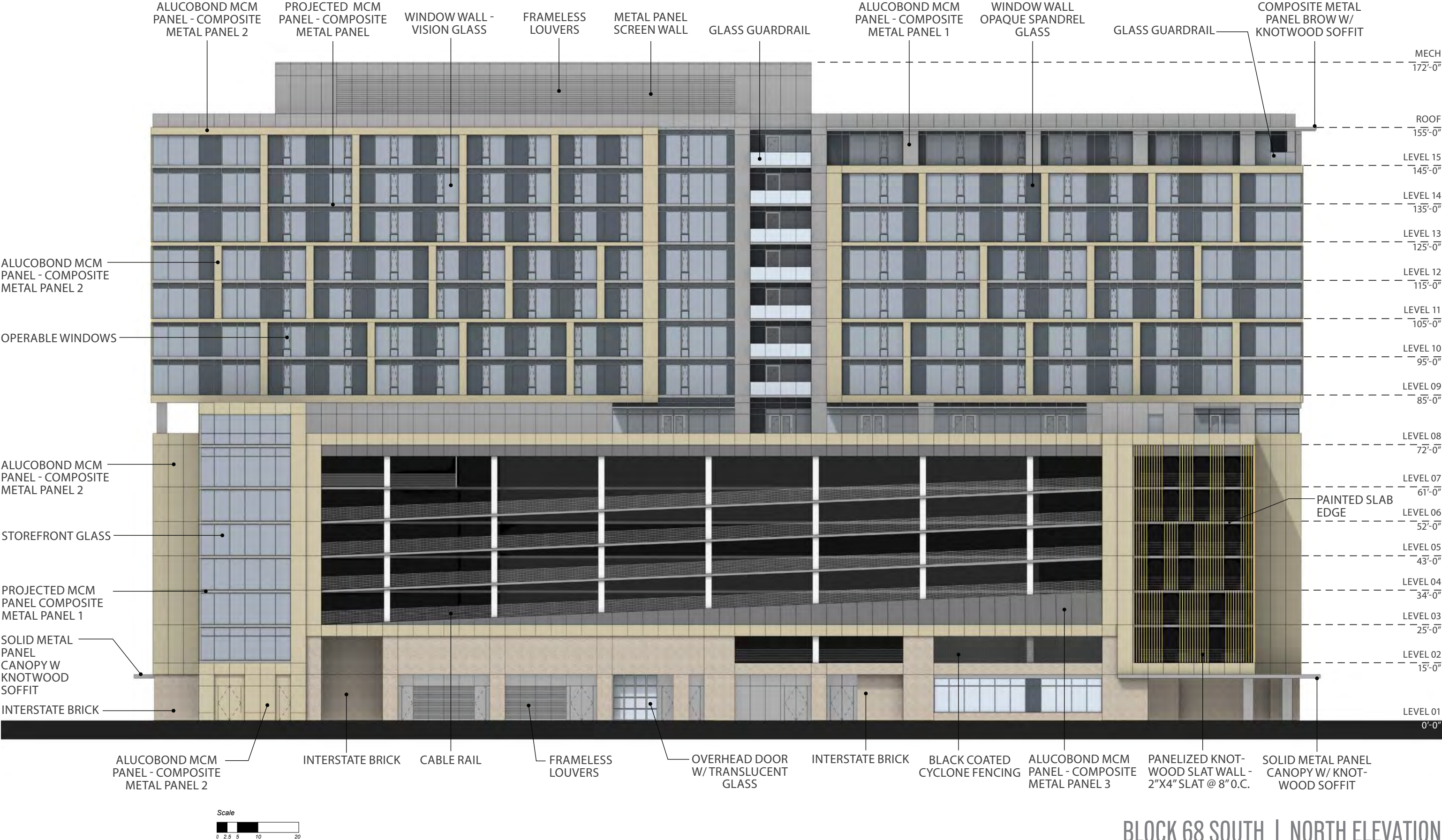












BLOCK 68 SOUTH | NORTH ELEVATION

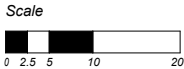


B. EAST ELEVATION

INTERSTATE BRICK

SOLID METAL PANEL CANOPY W/ KNOT-WOOD SOFFIT

ALUCOBOND MCM PANEL - COMPOSITE METAL PANEL 2



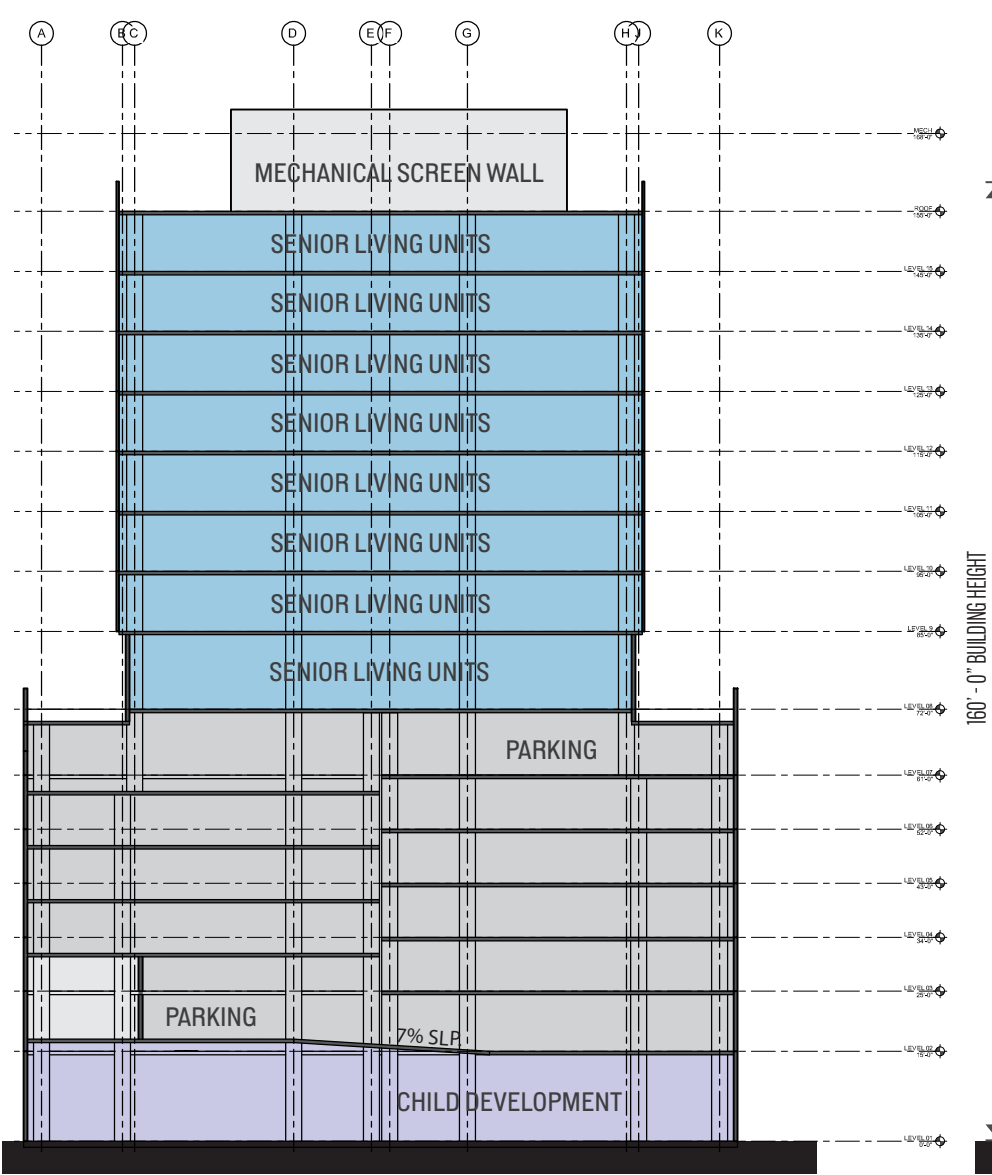
A. WEST ELEVATION

INTERSTATE BRICK

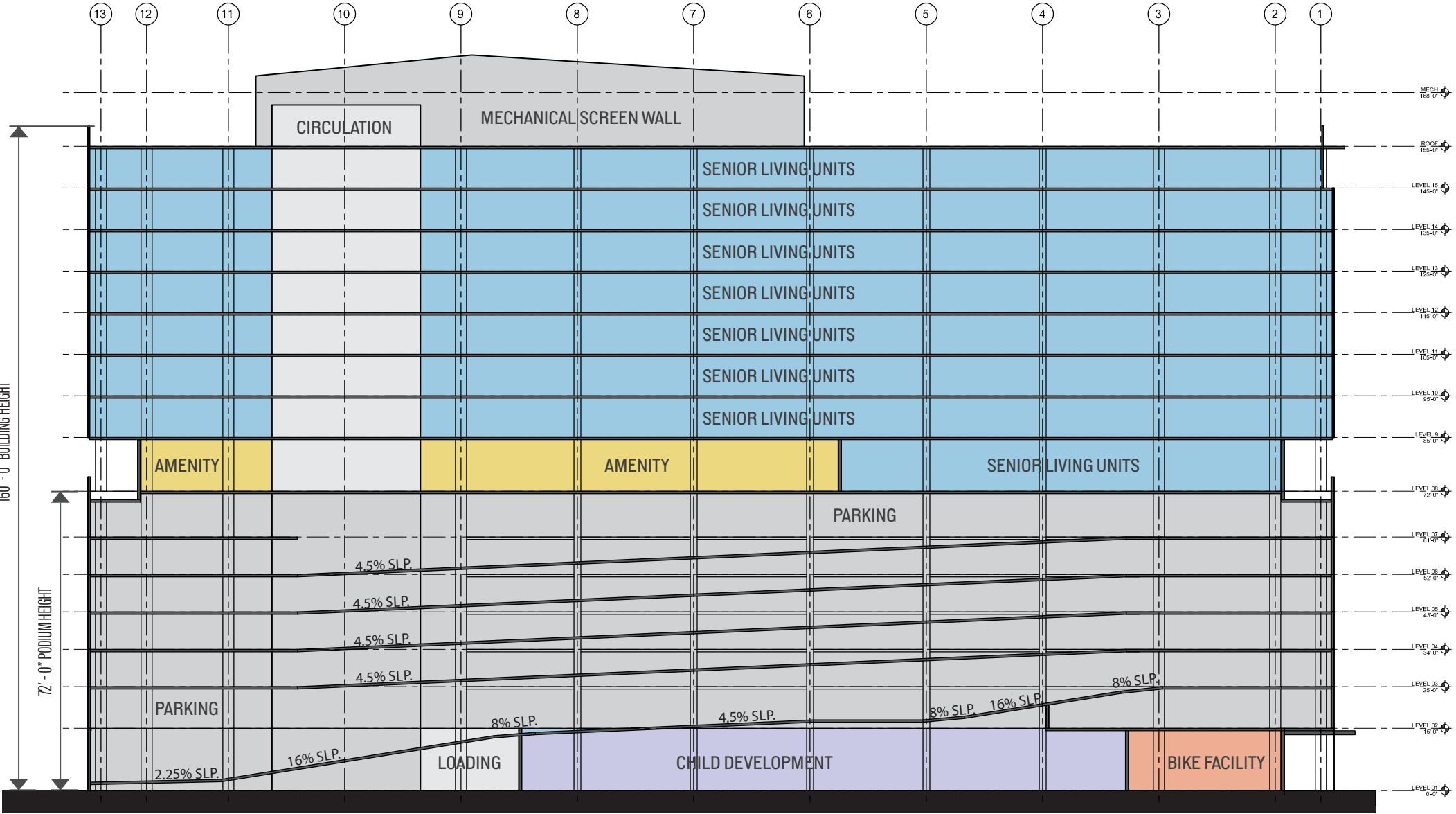
STOREFRONT GLASS

PAINTED STEEL AND GLASS CANOPIES

BLOCK 68 SOUTH | ELEVATIONS



B. SECTION - LOOKING EAST



A. SECTION - LOOKING SOUTH

- RETAIL
- BIKE FACILITY
- CHILD DEVELOPMENT
- ST. LUKE'S
- SENIOR LIVING
- SENIOR LIVING UNITS
- LANDSCAPE
- HARDSCAPE
- PARKING
- SERVICE



BLOCK 68 SOUTH | SECTIONS



LOOKING NORTHEAST



LOOKING NORTHWEST



LOOKING SOUTHWEST



LOOKING SOUTHEAST

BLOCK 68 SOUTH | AXONOMETRIC VIEWS



BLOCK 68 SOUTH | PRECEDENT IMAGES



KNOTWOOD TIMBER SERIES - IROKO



ALUMINUM SCREEN WALL - KNOTWOOD



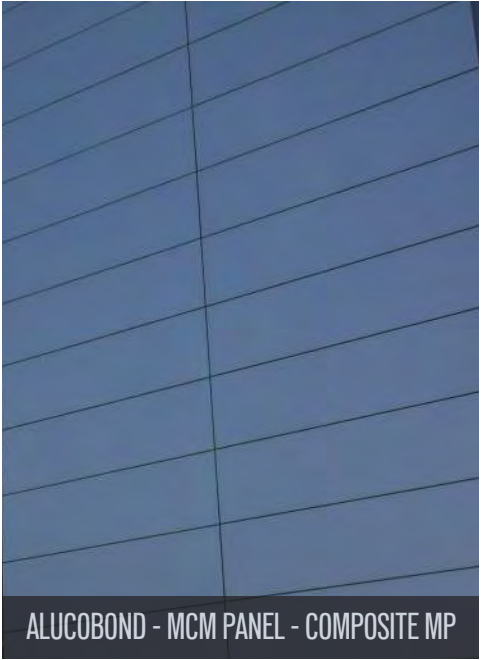
SIERRA PACIFIC - TIMBER CURTAIN WALL



OPERABLE OVERHEAD DOORS



ALUCOBOND - CHAMPAGNE METALIC



ALUCOBOND - MCM PANEL - COMPOSITE MP



INTERSTATE BRICK - RUFF TEXTURE - RAKED JOINT



WINDOW WALL - CASCADIA



OPAQUE SPANDREL GLASS - HARMONIZING COLOR



STOREFRONT GLAZING - KAWNEER

BLOCK 68 SOUTH | MATERIALS AND SYSTEMS



BLOCK 68 SOUTH | CORNER OF JEFFERSON ST.@ 10TH ST.



BLOCK 68 SOUTH | JEFFERSON STREET



BLOCK 68 SOUTH | 11TH STREET

BLOCK 68 SOUTH
BOISE, ID
100% SCHEMATIC DESIGN
10/17/2023
GBD Architects

	SITE + USE						USE BREAKDOWN																			
	SITE GSF	EXTERIOR GSF	EXTERIOR CHILDCARE	PARKING GSF	PARKING STALLS	USE	FLR-FLR HEIGHT	BUILDING GSF	SENIOR LIVING GSF	SENIOR LIVING NSF	SENIOR LIVING EFFIC.	SENIOR LIVING TOTAL UNITS	AVG UNIT SF	IL STUDIO	IL 1 BDRM	IL 1 BDRM +	IL 2 BDRM	IL 2 BDRM +	IL 3 BDRM	SENIOR LIVING PROGRAM GSF	RETAIL GSF	CHILDCARE GSF	ST. LUKE'S GSF	BIKES GSF	SERVICE/ CIRC.	NOTES
Roof						MECHANICAL	15.0																			
15th FLOOR		502				IL	10.0	24,813	24,813	21,789	87.81%	23	947	0	1	13	3	5	1						2,692	
14th FLOOR		224				IL	10.0	25,614	25,614	22,593	88.21%	26	869	2	9	7	2	5	1						2,692	
13th FLOOR		224				IL	10.0	25,614	25,614	22,593	88.21%	26	869	2	9	7	2	5	1						2,692	
12th FLOOR		224				IL	10.0	25,614	25,614	22,593	88.21%	26	869	2	9	7	2	5	1						2,692	
11th FLOOR		224				IL	10.0	25,614	25,614	22,593	88.21%	26	869	2	9	7	2	5	1						2,692	
10th FLOOR		224				IL	10.0	25,614	25,614	22,593	88.21%	26	869	2	9	7	2	5	1						2,692	
9th FLOOR		686				IL	10.0	25,614	25,614	22,593	88.21%	26	869	2	9	7	2	5	1						2,692	
8th FLOOR		9,124				IL / AMENITY	13.0	24,920	24,920	5,791	23.24%	6	965	0	3	0	3	0	0	15,289					3,840	
7th FLOOR				23,286	73	PARKING	9.0	23,894	608	0	0.0%														608	
6th FLOOR				33,367	107	PARKING	9.0	33,975	608	0	0.0%														608	
5th FLOOR				33,367	107	PARKING	9.0	33,975	608	0	0.0%														608	
4th FLOOR				33,367	107	PARKING	9.0	33,975	608	0	0.0%														608	
3rd FLOOR				32,286	107	PARKING	9.0	33,975	1,689	0	0.0%														1,689	Senior Living Bikes/ Storage on LVL3
2nd FLOOR				28,540	70	PARKING	10.0	31,681	3,141	0	0.0%														3,141	Senior Living Bikes/Maint./ Storage on LVL2
1st FLOOR	36,600	2,822	2,037	2,242	0	SNR LVG/BIKES/CLINIC/CLD CARE/RTL	15.0	33,778	12,227	0	0.00%									6,142	1,859	9,789	4,963	661	6,085	
TOTALS	36,600	14,254	2,037	186,455	571		168.0	428,670	222,906	163,138	73.2%	185	882	12	58	55	18	35	7	21,431	1,859	9,789	4,963	661	36,031	

HEIGHT LESS MECH 153.0

6% 31% 30% 10% 19% 4%

UNIT MIX		
Studio	548 sf	6%
1 BDRM	668 sf - 698 sf	31%
1 BDRM +	794 sf - 884 sf	30%
2 BDRM	949 sf - 1131 sf	10%
2 BDRM +	1096 sf - 1265 sf	19%
3 BDRM	1295sf - 1475 sf	4%

PARKING TARGET			
Housing	0.50	/unit	93
Mobility	173	Stalls	173
YMCA	200	Stalls	200
ST. LUKE'S	105	Stalls	105
TOTAL TARGET STALLS			571
TOTAL STALLS PROVIDED			571
AVG. SF/STALL			327

PARKING BREAKDOWN	L2	L3	L4	L5	L6	L7	TOTAL
Standard	44	85	85	85	85	51	435
Tandem	0	0	0	0	0	0	0
Compact	19	20	20	20	20	20	119
ADA	2	2	2	2	2	2	12
EV	5	0	0	0	0	0	5
TOTAL	70	107	107	107	107	73	571

GBD

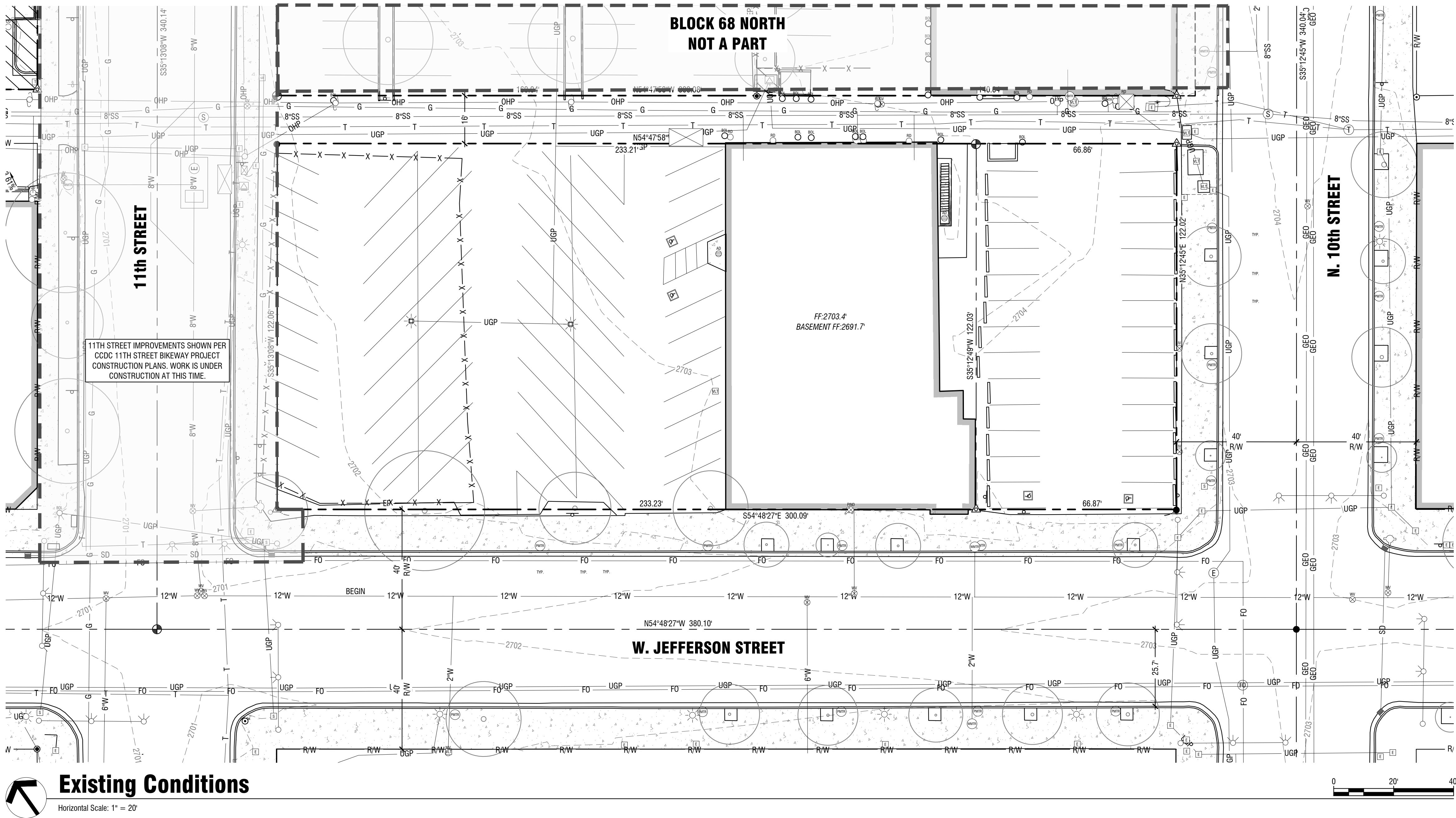


Sheet Notes:

- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS. THE SURVEYOR MAKES NO GUARANTEE OF THE ACCURACY OF LOCATION OR SIZES OF UNDERGROUND UTILITIES.
- THE BASIS OF BEARING OF THIS MAP IS GRID NORTH ON THE IDAHO STATE PLANE COORDINATES SYSTEM (NAD 83). WEST ZONE. AS DETERMINED BY GLOBAL POSITIONING SYSTEMS METHODS. ANY DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.
- SEE SHEET L1.00 FOR MORE INFORMATION REGARDING TREE MITIGATION.

Legend:

	FOUND ALUMINUM CAP MONUMENT, STAMPED 'PLS 4487', OR AS SHOWN
	FOUND 5/8" REBAR, STAMPED 'PLS 11512', OR AS SHOWN
	FOUND 1/2" REBAR, STAMPED 'PLS 7015', OR AS SHOWN
	FOUND WING WALL
	CALCULATED POINT, NOTHING FOUND OR SET
	FROST FREE HYDRANT / SPIGOT
	WATER VALVE
	WATER METER
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	POST INDICATOR VALVE
	BLOW OFF
	GEOTHERMAL MANHOLE
	STORM DRAIN MANHOLE
	MONITORING WELL
	SQUARE INLET
	RECTANGULAR INLET WITH CURB
	ROUND INLET
	AREA DRAIN
	ROOF DRAIN
	SANITARY SEWER MANHOLE
	CLEAN OUT
	PRESSURE RINGING VALVE
	GAS METER
	GAS VALVE
	GAS SIGN
	POWER POLE
	GUY WIRE
	STREET LIGHT
	ELECTRIC BOX
	ELECTRIC METER
	ELECTRIC VAULT
	ELECTRICAL JUNCTION BOX
	ELECTRICAL TRANSFORMER
	ELECTRIC MANHOLE
	TELEPHONE RISER
	TELEPHONE MANHOLE
	ADA SYMBOL
	SIGNAL MAST
	SIGNAL BOX
	AIR CONDITIONING UNIT
	BILLBOARD
	FLAG POLE
	PARKING METER
	SIGN
	LANDSCAPING
	DECIDUOUS TREE
	REMOVE EXISTING TREE
	SUBJECT PARCEL BOUNDARY LINES
	ORIGINAL LOT LINE BOISE CITY ORIGINAL TOWNSHIP (BCOT)
	ROADWAY CENTERLINE
	EASEMENT LINE
	EDGE OF PAVEMENT
	FENCE LINE
	RIGHT-OF-WAY LINE
	SANITARY SEWER LINE
	STORM DRAIN LINE
	WATER LINE
	OVERHEAD POWER LINE
	UNDERGROUND POWER LINE
	UNDERGROUND TELEPHONE LINE
	NATURAL GAS LINE
	FIBER OPTICS LINE
	CONCRETE AREA
	CURB AND GUTTER
	EXISTING BUILDING
	EXISTING GROUND CONTOUR



Existing Conditions
Horizontal Scale: 1" = 20'



Sheet Notes:

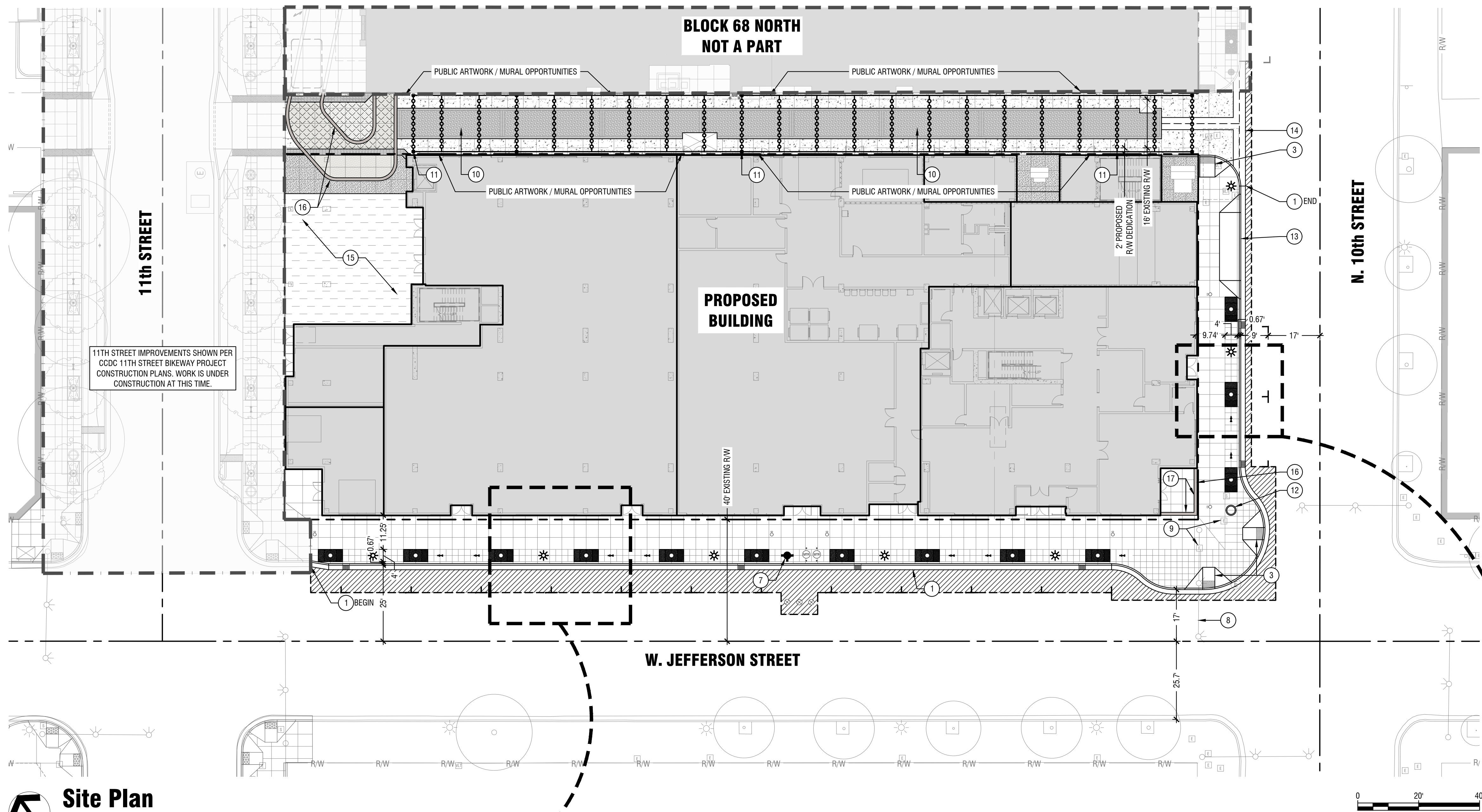
- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS.
- ALL OVERHEAD UTILITIES SHALL BE RELOCATED UNDERGROUND IN COORDINATION WITH THE PROJECT DEVELOPMENT AND UTILITY PROVIDERS.
- REFER CLOSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LAYOUT ITEMS.
- ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEMENT, EDGE OF FOUNDATION, EDGE OF WALLS OR CENTER OF POST.
- PROVIDE JOINTS AS SHOWN ON PLANS. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- FIRE ACCESS PROVIDED VIA ADJACENT STREETS AND ALLEYS.
- TRASH STORAGE LOCATED IN BUILDING STRUCTURE.

Keynotes:

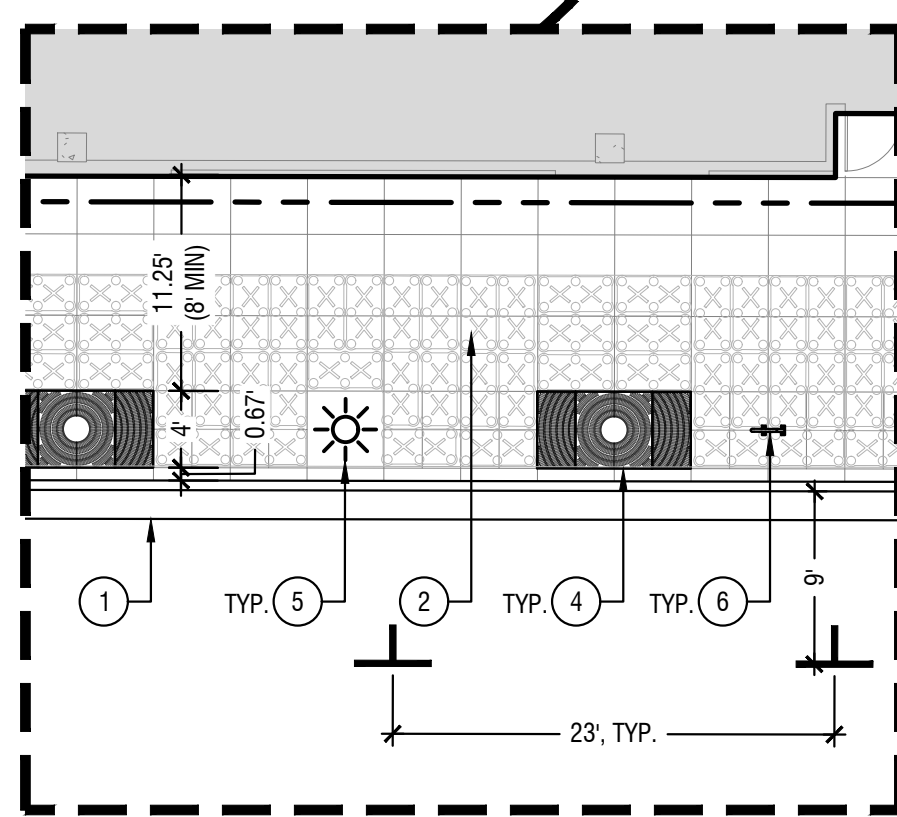
- PROPOSED CURB AND GUTTER PER ACHD STANDARDS.
- PROPOSED CONCRETE SIDEWALK PER ACHD STANDARDS.
- PROPOSED PEDESTRIAN RAMP PER ACHD STANDARDS.
- PROPOSED CITY OF BOISE STANDARD TREE GRATE PER DETAIL 3, THIS SHEET. TYPE "KVA" CAST IRON WITH NATURAL RAW FINISH BY URBAN ACCESSORIES. SIZE: 4' X 8', ADA COMPLIANT. SILVA CELL DRAINAGE SYSTEM BELOW.
- PROPOSED CITY OF BOISE STANDARD HISTORIC STREET LIGHT PER DETAIL 4, THIS SHEET.
- PROPOSED CITY OF BOISE STANDARD BIKE RACK PER DETAIL 5, THIS SHEET.
- PROPOSED FIRE HYDRANT.
- EXISTING TRAFFIC SIGNAL POLE TO BE RETAINED AND PROTECTED.
- EXISTING PEDESTRIAN PUSHBUTTON PEDESTAL TO BE RETAINED AND PROTECTED.
- PROPOSED PERMEABLE PAVER ALLEY DRAINAGE SYSTEM PER ACHD STANDARDS.
- PROPOSED FESTOON LIGHTING AT ALLEY.
- PROPOSED CITY OF BOISE MOVABLE PLANTER.
- PROPOSED DRIVE APPROACH PER ACHD STANDARDS.
- PROPOSED VALLEY GUTTER PER ACHD SUP SD-709.
- PROPOSED OUTDOOR PLAY AREA.
- PROPOSED CONCRETE RIBBON CURB WITH INTEGRAL CONCRETE COLOR: PEWTER.
- PROPOSED 6" STEP.

Material Legend:

- PAVEMENT MATCHES WITHIN ACHD R/W SHALL MATCH THE EXISTING STREET SECTION OR USE 3-IN OF ASPHALT, 4-IN OF 3/4" MINUS CRUSHED AGGREGATE, 20-INCH OF 6-IN MINUS PIT RUN, WHICHEVER IS GREATER.
- PROPOSED PERMEABLE PAVERS.
- PROPOSED ACHD ALLEY CONCRETE PAVING.
- PROPOSED STANDARD CONCRETE FLATWORK.
- PROPOSED DECORATIVE CONCRETE FLATWORK - TYPE 1 WITH INTEGRAL CONCRETE COLOR: SANDSTONE @ 4 LB/94 LB SACK BY DAVIS COLOR, OR EQUAL. FINISH: MEDIUM BROOM.
- PROPOSED DECORATIVE CONCRETE FLATWORK - TYPE 2 WITH INTEGRAL CONCRETE COLOR: SANDSTONE @ 3LB / 94 SACK BY DAVIS COLOR, OR EQUAL. FINISH: MEDIUM BROOM.
- PROPOSED ACHD DECORATIVE CONCRETE PAVING - TYPE 1 WITH INTEGRAL CONCRETE COLOR: SANDSTONE @ 4 LB/94 LB SACK BY DAVIS COLOR, OR EQUAL. FINISH: MEDIUM BROOM.
- PROPOSED ACHD DECORATIVE CONCRETE PAVING - TYPE 2 WITH INTEGRAL CONCRETE COLOR: SANDSTONE @ 3LB / 94 SACK BY DAVIS COLOR, OR EQUAL. FINISH: MEDIUM BROOM.



Site Plan
Horizontal Scale: 1" = 20'



2 Jefferson St. Detail
Scale: 1" = 10'



- NOTES:
- REFER TO SITE PLANS FOR LOCATIONS.
 - INSTALL PER CITY OF BOISE DOWNTOWN STREETScape STANDARDS.

3 Tree Grate
Scale: NTS



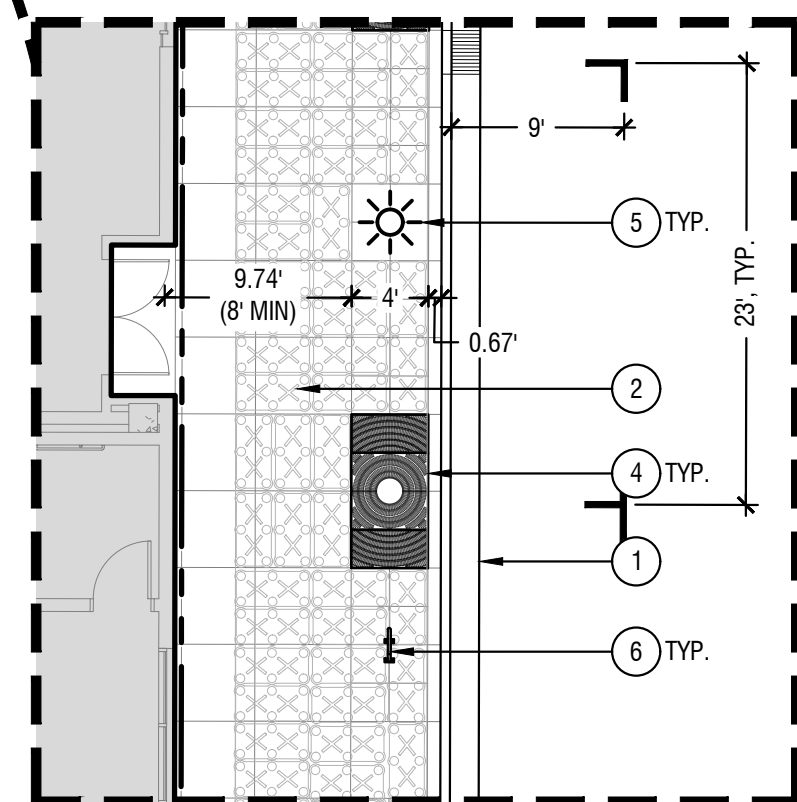
- NOTES:
- REFER TO SITE PLANS FOR LOCATIONS.
 - INSTALL PER CITY OF BOISE DOWNTOWN STREETScape STANDARDS.

4 Historic Street Light
Scale: NTS

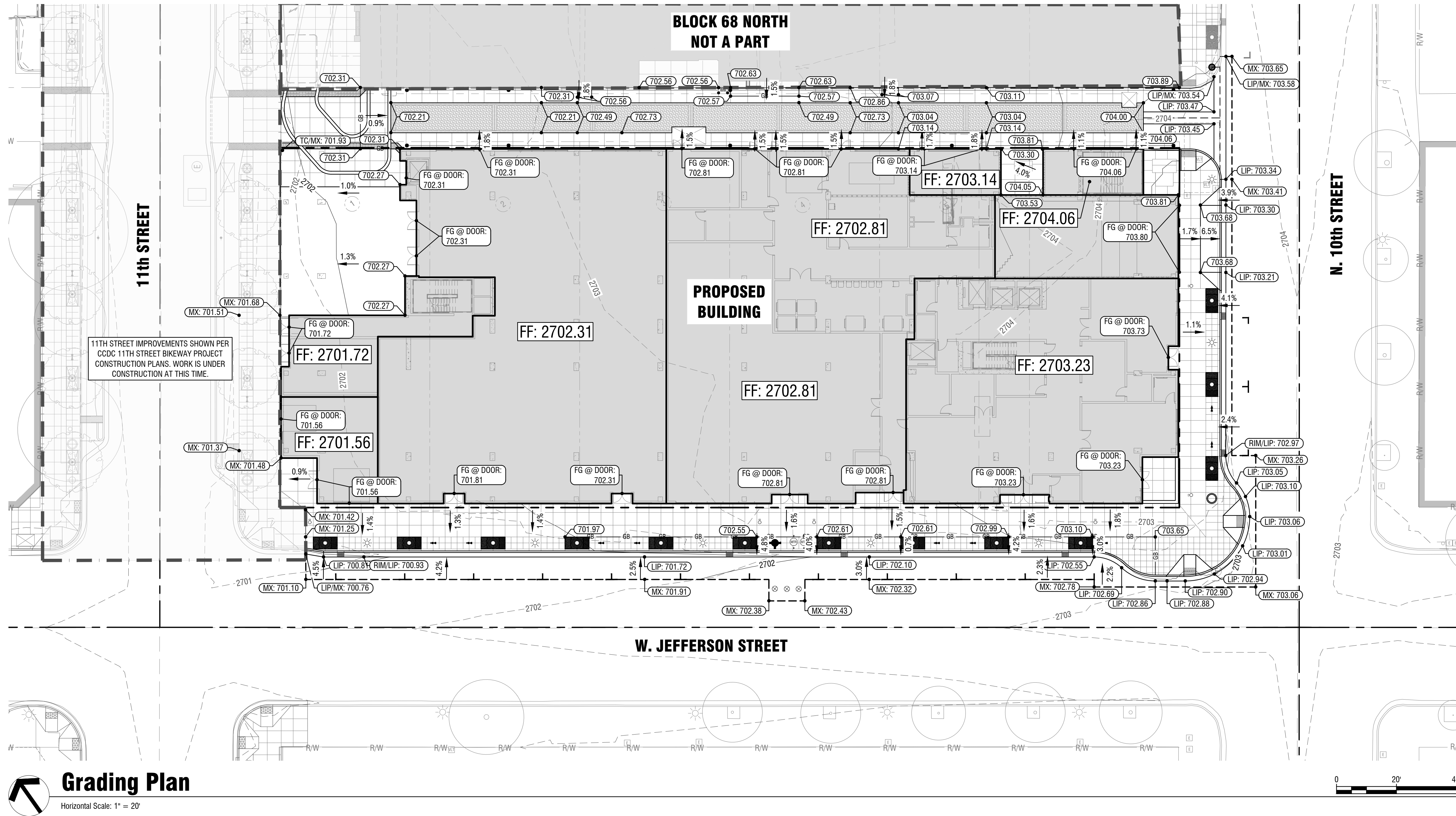


- NOTES:
- REFER TO SITE PLANS FOR LOCATIONS.
 - INSTALL PER CITY OF BOISE DOWNTOWN STREETScape STANDARDS.

5 Bike Rack
Scale: NTS



1 N. 10th St. Detail
Scale: 1" = 10'



Sheet Notes:

- A. CONTRACTOR SHALL COMPLY WITH GENERAL NOTES, SHEET C0.00.
- B. ALL WORK IN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH CURRENT ACHD STANDARDS AND THE ISPCW STANDARDS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPCW WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
- C. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER.
- D. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
- E. THE EXISTING INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- F. EXISTING AND PROPOSED CONTOURS ARE AT 1-FT INTERVALS.
- G. ALL ASPHALT REPAIR PER ISPCW SD-301 AND ACHD SUPPLEMENTS TO ISPCW SD-303 AND SD-806.
- H. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO THE BUILDING SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE CROSS SLOPE LESS THAN 1%.
- I. SOME SPOT ELEVATIONS ARE ABBREVIATED. ADD 2000 FEET TO SPOT ELEVATIONS TO GET ACTUAL ELEVATION.
- J. SPOT ELEVATIONS INDICATE TOP OF FINISH GRADE SURFACE AS NOTED BY THE FOLLOWING:
- FG = FINISH GRADE
 - GB = GRADE BREAK
 - LIP = LIP OF GUTTER
 - MX = MATCH EXISTING
 - RM = RIM OF STRUCTURE
 - TA = TOP OF ASPHALT
 - TBC = TOP BACK OF CURB
 - TC = TOP OF CONCRETE
 - TP = TOP OF PAVEMENT

GBD

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1120 NW Couch St.
Ste. 300
Portland, OR 97209
Tel. (503) 224-9656
gbdarchitects.com
GBD © 2023

STAMP



PROJECT

Boise Block 68S
Enter address here

CLIENT

EDLEN AND CO.
DECHASE
Client Address 01
Client Address 02
Client Address 03

Notice of Extended Payment Provision: The contract will allow the owner to make payment within 30 days after the date a billing or estimate is submitted. Notice of Alternate Billing Cycle: The contract will allow the owner to require the submission of billings or estimates in billing cycles other than 30-day cycles. Billings or estimates for the contract shall be submitted as follows: Each calendar month ending on the last day of the applicable month.

REVISIONS

DATE

10.18.2023

PROJECT NUMBER

20226170

SCALE

SHEET TITLE

Grading Plan

C400

RESERVED FOR
JURISDICTION HAVING
AUTHORITY STAMP



Sheet Notes:

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE, CHAPTER 22, TITLE 55 REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED AS A RESULT OF FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES OR DIG-LINE (242-1585) FOR EXACT LOCATIONS A MINIMUM OF 48-HOURS PRIOR TO DIGGING.
- ALL PIPE INSTALLATION AND TRENCHING SHALL CONFORM TO THE LATEST EDITION OF THE ISPOWC DIVISION 300 AND SD-301. BEDDING AND BACKFILL SHALL BE CONSTRUCTED PER SECTIONS 305 AND 306 OF THE ISPOWC.
- 48 HOURS PRIOR TO WORK COORDINATE WITH BOISE CITY PUBLIC WORKS TO OBTAIN TAP PERMIT AND SCHEDULE INSPECTION.

Sewer Keynotes:

- STUB 6" SEWER SERVICE PER ISPOWC SD-511. COORDINATE WITH BUILDING MECHANICAL PLAN FOR CONTINUATION.
- TIE-IN TO EXISTING 8-IN SEWER MAIN PER ISPOWC SD-511 VIA INSERTA TEE. CONTACT CITY OF BOISE PUBLIC WORKS 48 HOURS PRIOR TO OBTAIN A SEWER TAP PERMIT AND SCHEDULE INSPECTION.

Water Keynotes:

- 4-IN WATER SERVICE CONNECTION BY VEOLIA PER DETAIL 1. CONTRACTOR SHALL COORDINATE METER INSTALLATION WITH VEOLIA. COORDINATE WITH MECHANICAL FOR BUILDING CONTINUATION.
- 6-IN FIRE SERVICE BY VEOLIA. CONFIRM SIZE WITH FIRE SPRINKLER DESIGN PRIOR TO INSTALLATION. CONTRACTOR SHALL COORDINATE INSTALLATION. COORDINATE WITH MECHANICAL FOR BUILDING CONTINUATION.
- COORDINATE WITH VEOLIA TO INSTALL NEW FIRE HYDRANT.

Storm Keynotes:

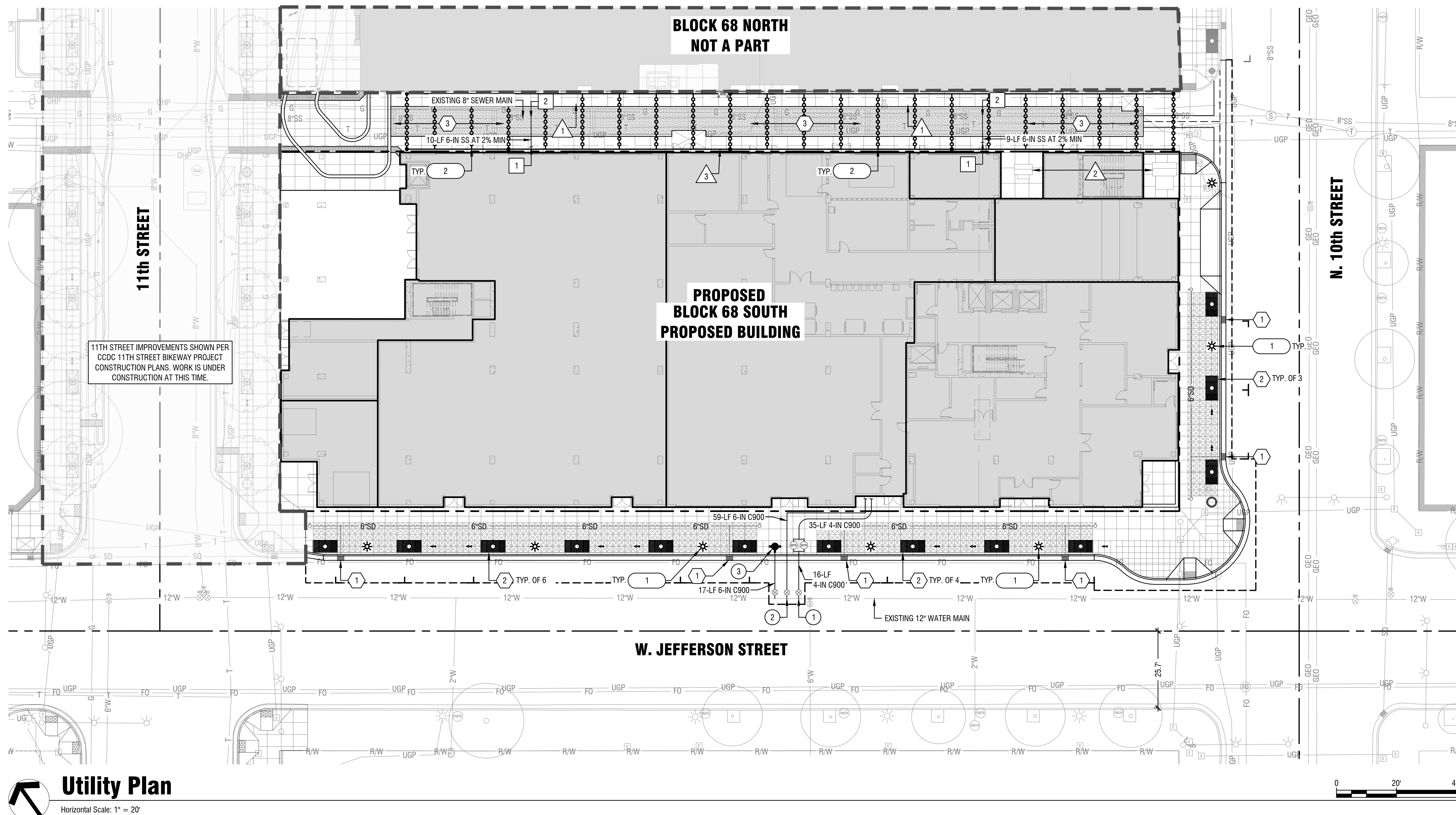
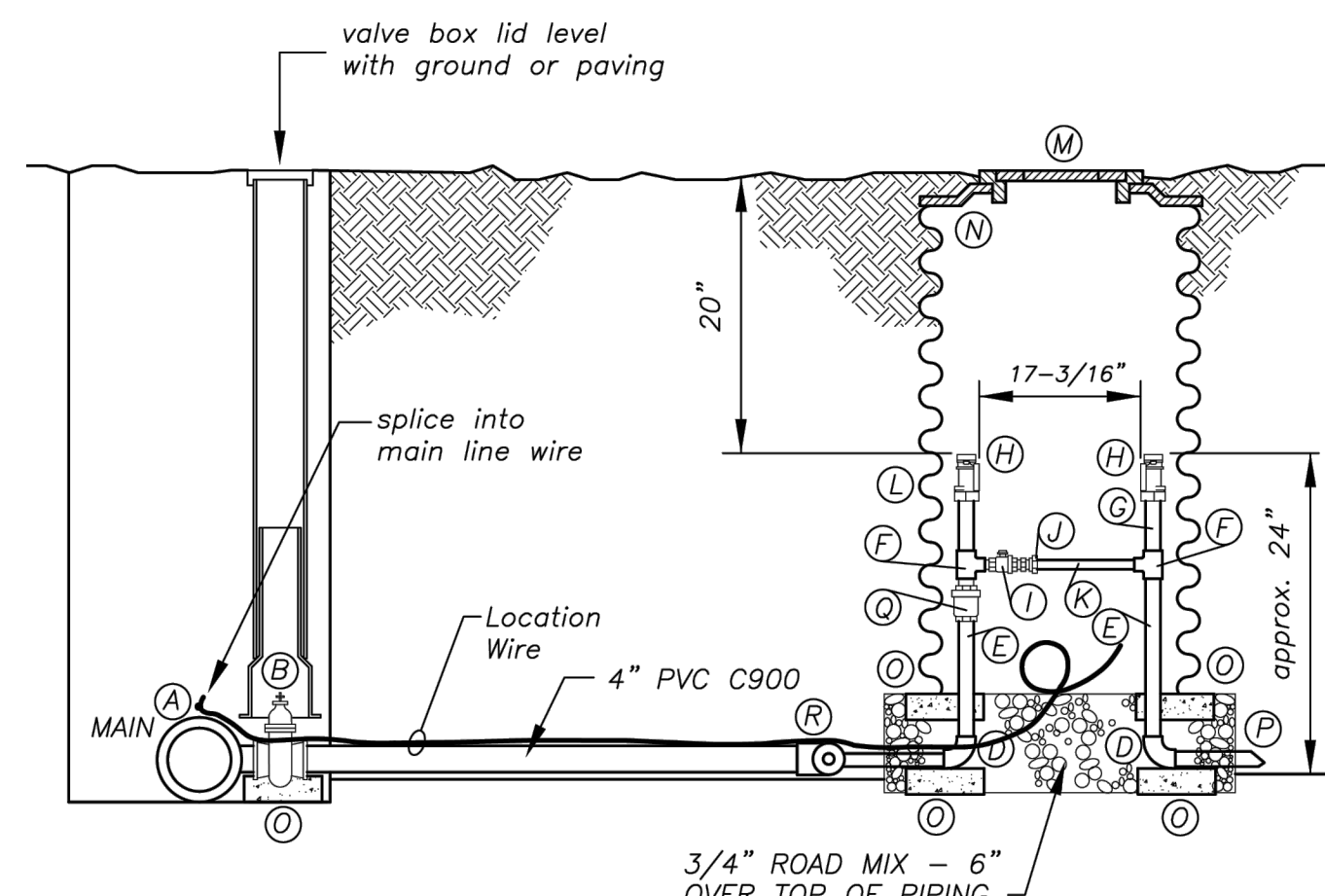
- INSTALL CATCH BASIN TYPE 1 PER ACHD SUP SD-601 & SD-715A.
 - 4X8 TREE GRATE WITH SILVA CELL UNIT DRAINAGE SYSTEM. SEE DETAILS ON DRAINAGE DETAILS SHEET C550.
 - (155) 2X SILVA CELL UNITS. RUNOFF STORAGE VOLUME: 1,113-CF.
 - (85) 2X SILVA CELL UNITS. RUNOFF STORAGE VOLUME: 1,121-CF.
 - (71) 2X SILVA CELL UNITS. RUNOFF STORAGE VOLUME: 1,165-CF.
- PERMEABLE PAVEMENT ALLEY DRAINAGE SYSTEM PER ACHD STANDARDS DETAIL 1,C550.
- ROOF DRAIN CONNECTION: COORDINATE CONTINUATION WITH BUILDING PLUMBING PLAN.

Dry Utility Keynotes:

- ALL EXISTING OVERHEAD OR "DRY" UTILITY TO BE RELOCATED. COORDINATE WITH SITE ELECTRICAL, IDAHO POWER OR OTHER AFFECTED UTILITY AS REQUIRED.
- PROPOSED IDAHO POWER TRANSFORMER. COORDINATE WITH SITE ELECTRICAL AND IDAHO POWER.
- GAS LINE CONNECTION. COORDINATE WITH BUILDING GAS METER LOCATION PER MECHANICAL PLAN AND INTERMOUNTAIN GAS COMPANY.

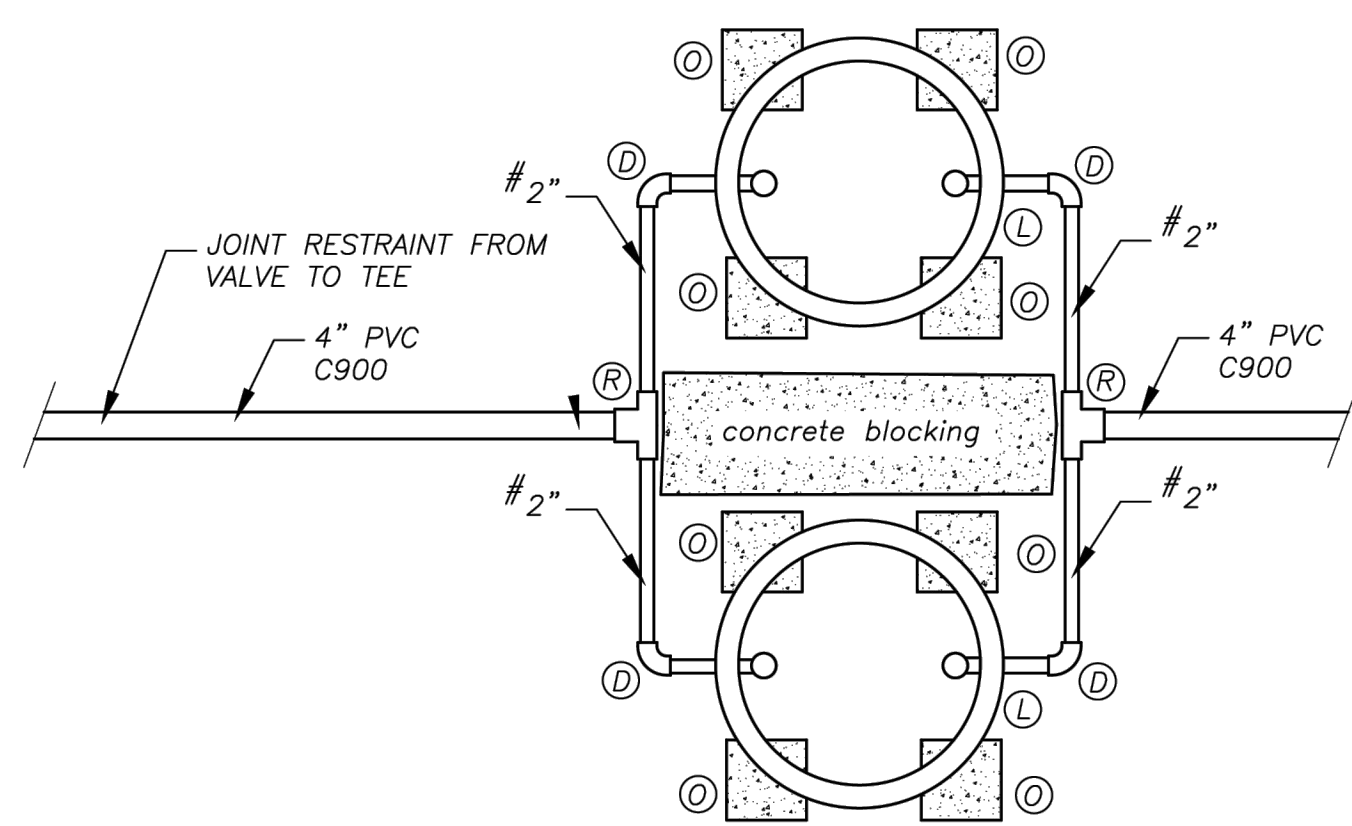
Street Light Keynotes:

- CITY OF BOISE STANDARD HISTORIC STREET LIGHT PER DETAIL 4, THIS SHEET.
- PROPOSED CATENARY STRING LIGHTS (TYP).
- CONNECT TO EXISTING METERED SERVICE CABINET.
- INSTALL BOISE CITY STREET LIGHT CONDUIT. INSTALL CIRCUITS IN 1-2" RPC CONDUIT.

Utility Plan
Horizontal Scale: 1" = 20'

1 VEOLIA 4-Inch Service Detail (For Reference Only)

Scale: NTS



ITEM	QUANT.	DESCRIPTION	FORD NO.*
A	1	Service Saddle	
B	1	4" FLGMM Gate Valve	
C	1	2" Ball Valve	B81-777-NL
D	8	2" Threaded Brass 90° El	
E	4	2"x16" Schedule 80 Nipple	
F	4	2"x1" Threaded Brass Tee	
G	4	2"x6" Threaded Brass Nipple	
H	4	2" Angle Stop	
I	2	1" Ball Valve Curb Stop (MPxPIP) w/Padlock Ring	BFA13-777W-MSB-K
J	2	1" Pack Joint Coupling (MPxPacJoint for iron pipe)	B81444W
K	2	1"x1.5" Threaded x PE Brass Nipple	C8544
L	2	30" Dia. x 42" long CMP	
M	2	Full Access, 3 Piece Ring, & Lid	
N	2	30"x20" Adapter Ring	
O	9	4"x12"x12" Concrete Block	
P	2	2"x16" PVC SCH 80 Threaded Nipple w/Cap	
Q	2	2" Flomatic 80E Enviro Check 4034E	
R	2	4" Tee with 4" MJ plug with 2" top	

NOTE:

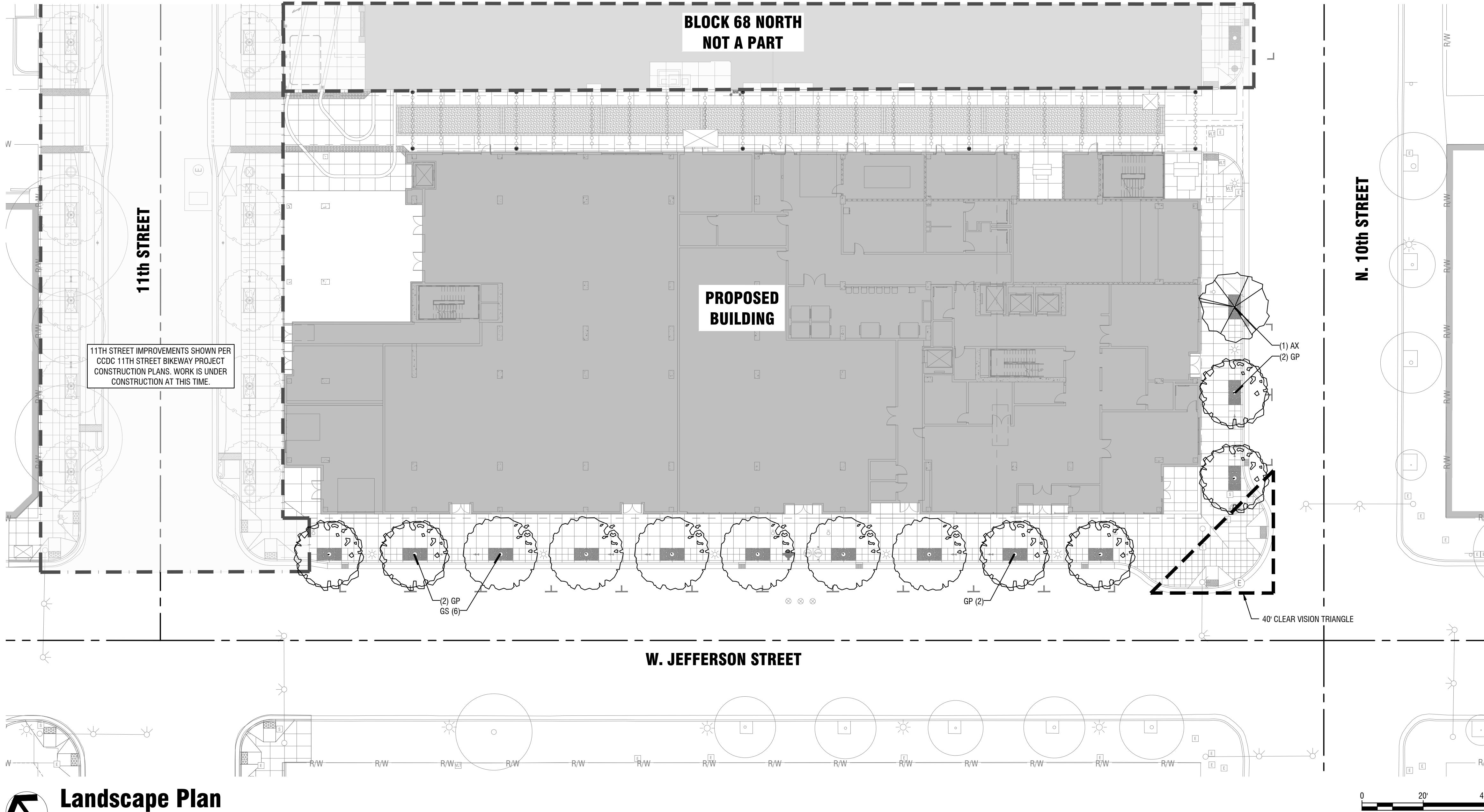
- * or approved Mueller or McDonald equal
- # pipes to all be equal length

suoz	SEE SPEC FOR SERVICE AND BACKFILL
4 INCH SERVICE WITH 2-2 INCH SETTINGS	
DESIGNED BY:	DATE: JAN. 2016
DRAWN BY: RHJ	REVISED:
CHECKED BY:	DWG. NO. XX-X
SCALE: NONE	

Landscape Notes:

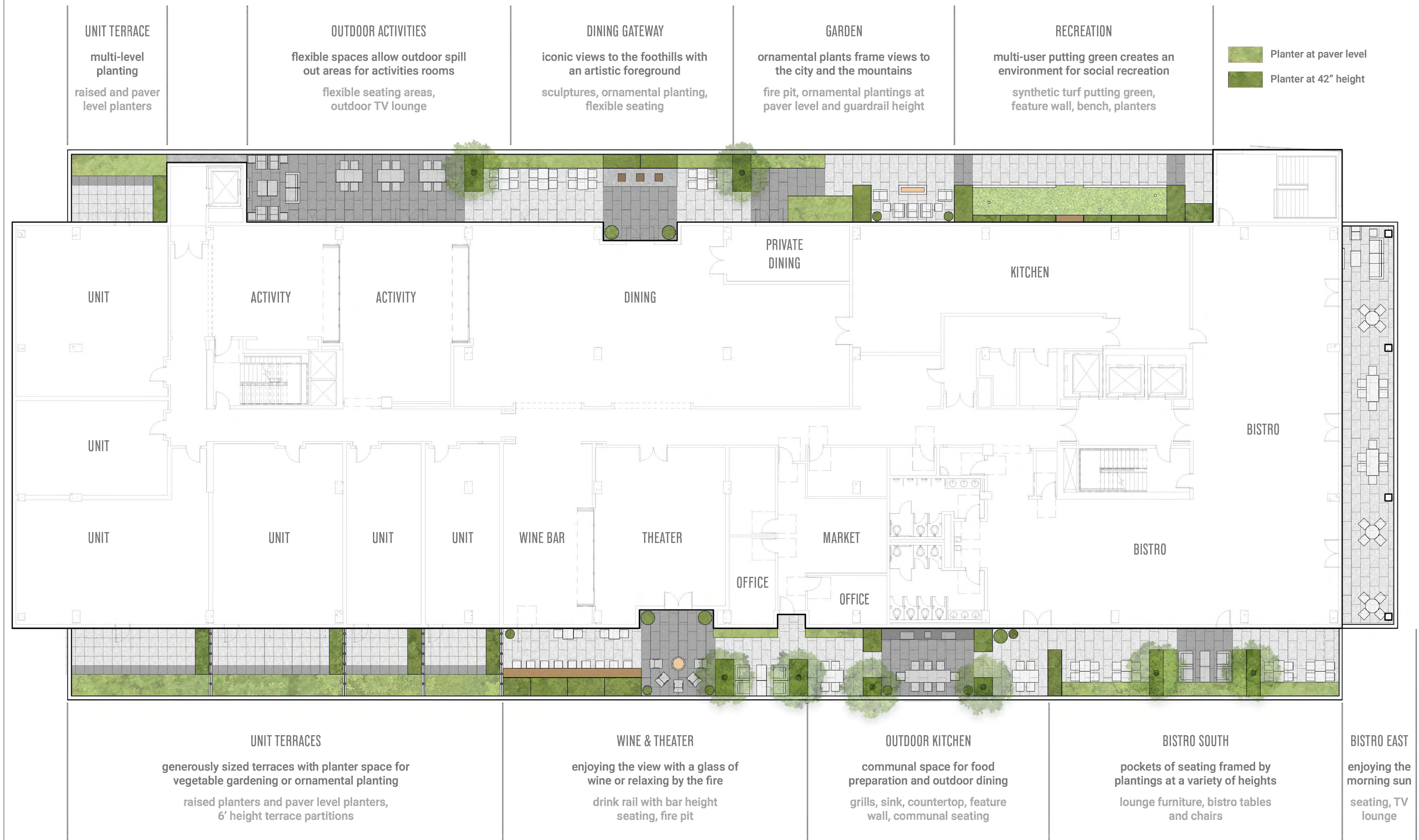
- A. CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
- B. IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, PROVIDE NEW TOPSOIL THAT IS FERTILE, FRANK, NATURAL, LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
- C. OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES.
- D. NEW TREE PLANTING, SEE DETAILS X/C2.XX.
- E. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
- F. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
- G. TREE PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR TREE PIT BACKFILL AT THE FOLLOWING RATES: BLEND AMENDMENTS THOROUGHLY WITH SOIL BACKFILL. TREE PITS SHALL BE 5'x5'x1.5' (37.5 CF / 1.5 CY).
- G.A. APPLICATION RATES:
G.A.A. HUMIC ACID: 25 LBS PER TREE PIT
G.A.B. COMMERCIAL GRADE COMPOST - 10 CUBIC FEET PER TREE PIT
G.A.C. PLANTING TABLET FERTILIZER - 4 TABLETS PER TREE PIT
G.A.D. CALCIFIED DIATOMACEOUS EARTH - 75 LBS PER TREE PIT
- H. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
- I. TREE ESTABLISHMENT
I.A. MAINTENANCE SHALL BE ACCORDING TO THE FOLLOWING STANDARDS. ALL AREAS SHALL BE WEEDED AND CULTIVATED AT INTERVALS OF NOT MORE THAN SEVEN (7) DAYS. WATERING, TRASH AND DEBRIS REMOVAL, FERTILIZATION, SPRAYING AND PEST CONTROL, AS REQUIRED, SHALL BE INCLUDED IN THE MAINTENANCE PERIOD. CLEANING OF STREET GUTTERS AND SIDEWALKS SHALL BE INCLUDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF THE AREA. DAMAGED AREAS SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
I.B. THE MAINTENANCE PERIOD SHALL HAVE A MINIMUM DURATION OF SIXTY (60) DAYS.
- J. IRRIGATION:
J.A. CONTRACTOR SHALL SUBMIT FOR APPROVAL A PROPOSED "TREE AND SHRUB MAINTENANCE IRRIGATION SCHEDULE". THIS SCHEDULE SHALL INCLUDE ZONE DESIGNATION, DAYS PER WEEK, CYCLES PER DAY AND CYCLE RUN TIME. INCLUDE TARGETED DAILY AND WEEKLY PRECIPITATION RATES FOR EACH ZONE BASED ON CURRENT, SEASONAL CLIMATIC CONDITIONS.
J.B. WATER SHALL BE APPLIED TO MOISTEN THE SOIL APPROPRIATELY FOR THE CURRENT, SEASONAL CLIMATIC CONDITIONS. AVOID OVERWATERING AND CREATING AREAS OF STANDING WATER.
J.C. IRRIGATION SHALL BE MONITORED WEEKLY TO IDENTIFY AREAS RECEIVING TOO MUCH OR TOO LITTLE PRECIPITATION.
- K. WEED CONTROL:
K.A. CONTROL GROWTH OF WEEDS THROUGHOUT ESTABLISHMENT PERIOD. HAND PULL WEEDS WEEKLY.
K.B. CHEMICAL HERBICIDE SHALL NOT BE USED IN SHRUB AREAS DURING THE ESTABLISHMENT PERIOD.
K.C. UPON COMPLETION OF THE ESTABLISHMENT PERIOD THE MAINTENANCE PERIOD SHALL BEGIN.
- L. TREE MAINTENANCE
L.A. MAINTENANCE SHALL BE ACCORDING TO THE FOLLOWING STANDARDS. ALL AREAS SHALL BE WEEDED AND CULTIVATED AT INTERVALS OF NOT MORE THAN SEVEN (7) DAYS. WATERING, TRASH AND DEBRIS REMOVAL, FERTILIZATION, SPRAYING AND PEST CONTROL, AS REQUIRED, SHALL BE INCLUDED IN THE MAINTENANCE PERIOD. CLEANING OF STREET GUTTERS AND SIDEWALKS SHALL BE INCLUDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF THE AREA. DAMAGED AREAS SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- M. FERTILIZATION:
M.A. TWO APPLICATIONS OF MAINTENANCE FERTILIZER SHALL BE APPLIED DURING THE MAINTENANCE PERIOD. APPLICATION SHALL OCCUR AT 15 DAYS AND 60 DAYS AFTER START OF TREE MAINTENANCE PERIOD.
M.B. MAINTENANCE FERTILIZER SHALL BE APPLIED AT THE FOLLOWING RATE PER MANUFACTURERS WRITTEN INSTRUCTIONS FOR ROOT FEEDING.
M.B.A. TREES: APPLY 5 GALLONS OF DILUTED PRODUCT PER INCH OF TRUNK DIAMETER.
M.B.B. APPLY LIQUID HUMIC ACID / WATER MIXTURE TO ROOT BALL AND AREA DIRECTLY ADJACENT TO ROOT BALL.
M.B.C. INSECT AND DISEASE CONTROL: MAINTAIN A REASONABLE LEVEL OF CONTROL WITH APPROVED MATERIALS.
- N. REPLACE DEAD, DYING AND MISSING PLANTS WITH PLANTS OF SIZE, CONDITION AND VARIETY TO MATCH PLANS AND AS ACCEPTABLE TO THE ARCHITECT AT CONTRACTORS EXPENSE UNDER THE PROVISIONS OF DIVISION 01 SPECIFICATIONS.
N.A. CONTINUOUSLY MAINTAIN THE ENTIRE PROJECT AREA DURING THE PROGRESS OF WORK UNTIL THE DATE OF SUBSTANTIAL COMPLETION.
- O. FIELD QUALITY CONTROL:
O.A. THE CONTRACTOR SHALL PERFORM THE FOLLOWING INSPECTIONS AND PROVIDE WRITTEN CONFIRMATION OF COMPLETED AND SUCCESSFUL INSTALLATION TO THE ARCHITECT.
O.B. TREE PLANTING ZONE: PROVIDE PHOTOGRAPHIC DOCUMENTATION DEMONSTRATING SUCCESSFUL PLACEMENT OF SPECIFIED SOIL, DEPTH AND DIMENSIONS OF TREE PLANTING ZONE.
O.B.A. TREE PIT BACKFILL PLANTING MIX AND TREE PLACEMENT: PROVIDE PHOTOGRAPHS AND PRODUCT RECEIPTS DEMONSTRATING SUCCESSFUL PLACEMENT AND BLENDING OF SPECIFIED SOIL AMENDMENTS INCLUDING THE PLACEMENT OF TREES AND THE BACKFILL OF THE TREE PLANTING PIT.
O.B.B. TREE AND SHRUB MAINTENANCE - FERTILIZATION: PROVIDE PHOTOGRAPHS AND PRODUCT RECEIPTS DEMONSTRATING SUCCESSFUL PLACEMENT OF SPECIFIED MAINTENANCE FERTILIZER.
- P. THE CONTRACTOR SHALL SCHEDULE ONE SITE VISIT WITH THE LANDSCAPE ARCHITECT TO INSPECT REPRESENTATIVE PLANT MATERIAL AND THE INSTALLATION OF TREES.
- Q. CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT. FOR ROCK MULCH, SUBMIT 1 GALLON BAG SAMPLE TO OWNER.

PLANT SCHEDULE				
TREES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	
AX	ACER TRUNCATUM X PLATANOIDES 'WARRENRED' / PACIFIC SUNSET® MAPLE	2.5" CAL.	B&B	
GP	GINKGO BILOBA 'PRINCETON SENTINEL' / PRINCETON SENTINEL MAIDENHAIR TREE	2.5" CAL.	B&B	
GS	GLEDITSIA TRIACANTHOS 'INERMIS SKYLINE' / SKYLINE HONEY LOCUST	2.5" CAL.	B&B	



Landscape Plan
Horizontal Scale: 1" = 20'

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1 LANDSCAPE PLAN, 8TH FLOOR ROOF TERRACE

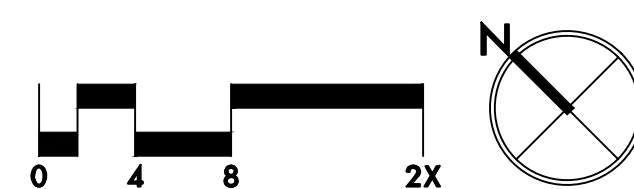
LANDSCAPE NOTES

- THIS PLAN IS BASED ON FILES PROVIDED BY GBD ARCHITECTS. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IDENTIFIED ON SITE RELATED TO SURVEY INFORMATION PRIOR TO INSTALLATION.
- ALL EXTERIOR METAL PLANTERS, CABINETS, AND RAILINGS SHALL BE GALVANIZED AND PAINTED WITH HIGH-PERFORMANCE EXTERIOR PAINT.
- DECORATIVE METAL SCREENS SHALL BE CUSTOM LASER-CUT METAL WITH CUSTOM FINISH TBD.
- GFRG PLANTERS SHALL BE BY KORNEGAY OR EQUAL.
- PRECAST CONCRETE PAVERS SHALL BE STEPSTONE CALARC OR EQUAL. PEDESTAL SYSTEM SHALL BE BISON OR EQUAL.
- ALL EXTERIOR LOUNGE FURNISHINGS AND MOVEABLE FURNISHINGS SHALL BE FF&E.
- PROVIDE IMPORT TOPSOIL FOR ALL PLANTING AREAS.
- ALL PLANTING AREAS TO BE IRRIGATED WITH A PERMANENT, AUTOMATIC DRIP IRRIGATION SYSTEM WITH DEDICATED BACKFLOW PREVENTER CONNECTED TO PRESSURIZED DOMESTIC WATER ON THE 8TH FLOOR. BACKFLOW DEVICE AND STUBOUTS TO ROOF TERRACES SHALL BE PROVIDED BY PLUMBING.
- ALL PLANT MATERIAL SHALL BE NURSERY GROWN, WELL ROOTED, AND WELL BRANCHED. ALL TREES MUST BE FREE OF INSECTS, DISEASES, MECHANICAL INJURY, AND OTHER OBJECTIONABLE FEATURES WHEN PLANTED. ALL PLANT MATERIAL SHALL CONFORM TO "AMERICAN STOCK STANDARDS" LATEST EDITION.
- SEE PLUMBING FOR IRRIGATION SYSTEM CONNECTIONS, EXTERIOR SINK, AND GAS CONNECTIONS TO GRILLS AND FIRE PITS.
- PROVIDE ALLOWANCE FOR OUTDOOR LIGHTING TO BE INTEGRATED WITH PLANTERS, CABINETRY, AND/OR ARCHITECTURE.

ABBREVIATIONS

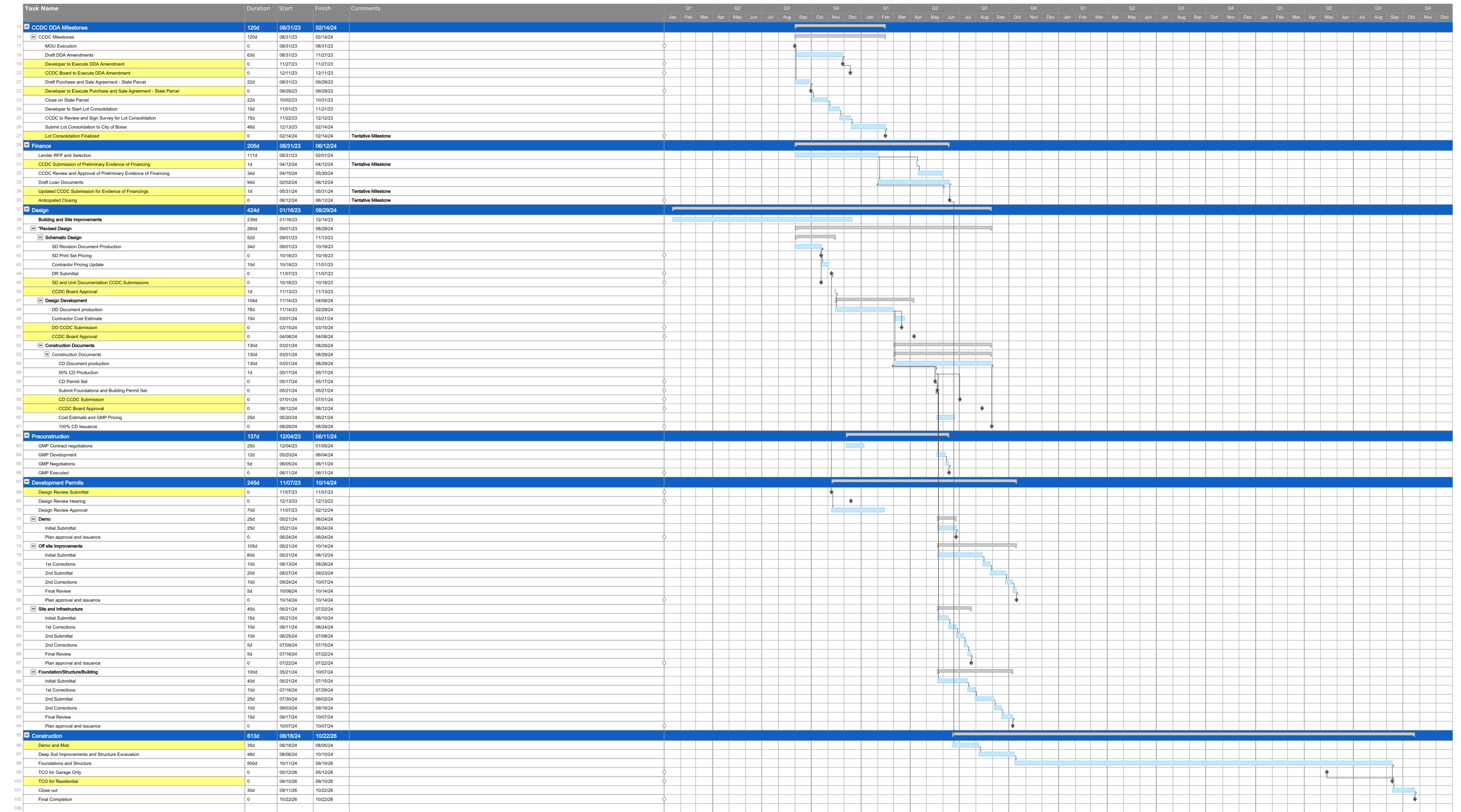
ARCH	ARCHITECTURAL	MAX	MAXIMUM
CAL	CALIPER	SIM	SIMILAR
CONC	CONCRETE	TYP	TYPICAL
EQ	EQUAL	W/	WITH
HT	HEIGHT		
MIN	MINIMUM		

SCALE: 1/8" = 1'-0"



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Copy of Block 68S Project Plan.ccdc



Attachment 2

The following memo describes several options for the Block 68S Systems in detail. The options are not based on a specific design of the mobility hub and are estimated based on square footage and unit count values, past experience, and engineering judgement. The exact quantities will change as the design evolves and assumptions are clarified. The document is intended to give a rough idea of the systems that may be employed.

Centralized Geothermal Plant Option:

During RFP response period, the design team studied using the city geothermal system to provide heating for multiple buildings on blocks 68 and 69. The programmatic uses of each building and heating profiles are different. The city's geothermal water is distributed at a relatively high temperature of 170°F and utility pricing is per gallon of water used. With building hot water loads such as pool heating, hot water heating and HVAC heating, the geothermal water could be used for each load in series allowing for a more efficient overall use of the geothermal water and reducing the utility costs. The challenges with this approach are primarily how to address the sharing of city geothermal utility costs between multiple buildings as well as ownership of the piping distribution and equipment costs. As such, Block 68S is being re-evaluated to include standalone system options in lieu of a centralized campus approach.

Three mechanical and plumbing options are being considered for study during the Schematic Design phase. A breakdown of the three options with details specific to the equipment capacities and quantities is outlined for reference below. It should be noted that this summary is not inclusive of all mechanical and plumbing system components and just a first pass at the overall system requirements as well as the key differences between the system options. The systems options include the following:

1. **Geothermal w/ Cooling Tower Option:** uses the city geothermal water for all building heating needs and a centralized cooling tower system to provide building cooling. The cooling tower and geothermal plant would be connected to a 2-pipe condenser water distribution to water source heat pump units throughout the building. Building domestic hot water needs would also be via the city geothermal water.
2. **Air-Source Heat Pump Option:** uses multiple air source heat pumps to provide building cooling and heating. The air source heat pumps would be connected to a 2-pipe distribution to water source heat pump units throughout the building. Building domestic hot water would be via a centralized air source heat pump water heating system.
3. **VRF Option:** uses heat recovery type variable refrigerant flow (VRF) system to provide building cooling and heating. The condensers would be located on the building roof, with some potentially in the garage, and a 3-pipe refrigerant system distribution to branch controllers and indoor fan coil units throughout the building. Building domestic hot water would be via individual electric water heaters in each living unit.

Geothermal w/ Cooling Tower Option

- Anticipated EUI ~ 24-25 kBtu/sf/yr (counting geothermal energy as 0 toward EUI based on GHG emissions from geothermal).
- Meets NBI EUI targets.
- Requires operable windows at façade and good load controls through low u-value curtainwall, low SHGC glass.

HVAC

- (1) 10" Connection to city geothermal water.
- (1) 500-ton cooling tower.
- 4,500,000 BTU/h plate and frame heat exchangers (each sized for 66 percent of load to provide partial redundancy).
- 750 gpm condenser water pumps (N+1).
- (8) 4-inch supply/return condenser water risers (1 per unit stack).
- (25) 2-ton water source heat pumps for house loads (corridors, laundry room, etc.).
- 500 CFM water source heat pump/unit (225 total).
- (189) 6x6 outside air duct ducted horizontally to façade (each unit).
- (8) 16x16 general exhaust/bathroom exhaust riser/stack. Subducted. Separate shaft.
- (8) 2,000 CFM general exhaust/bathroom exhaust fans. On emergency power.
- (8) 16x16 laundry exhaust riser/stack. Subducted. Separate shaft.
- (8) 2,000 CFM variable flow laundry exhaust fans. On emergency power. Controlled by pressure sensor in duct.
- 1,000 CFM trash chute exhaust fan.
- 10,000 CFM stairwell pressurization fans. On emergency power.
- (25) 2-ton fan coils on VRF system for house loads (corridors, laundry room, etc.).
- (5) 10-ton air cooled VRF condensing units for house loads mounted in garage and on roof. Line sets for each.

PLUMBING

- (2) 2,500,000 BTU/h double walled plate and frame heat exchangers for domestic hot water. To be served off of the return from the heating water heat exchangers. (50 percent each)
- (2) 2,000 gallon domestic hot water storage tank in lower floors.
- (1) 2-1/2-inch hot water supply riser per unit.
- (1) 2-1/2-inch cold water supply riser per unit.
- PEX manifold in unit.

ASHP Central Plant Option

- Anticipated EUI ~ 26-27 kBtu/sf/yr.
- Meets NBI EUI targets.
- Centralizes refrigeration and keeps refrigerant out of living units.
- Requires operable windows at façade and good load controls through low u-value curtainwall, low SHGC glass.

HVAC

- (3) 250-ton air source heat pumps.
- (3) 750 gpm primary chilled water pumps.
- (2) 1500 gpm secondary condenser water pumps (fully redundant)
- (2) 2,000 gallon buffer tanks
- (8) 4-inch supply/return chilled water/heating hot water risers.

- (189) 1 ton water source heat pump/unit.
- (189) 6x6 outside air duct ducted horizontally to façade (each unit).
- (8) 16x16 general exhaust/bathroom exhaust riser/stack. Subducted. Separate shaft.
- (8) 2,000 CFM general exhaust/bathroom exhaust fans. On emergency power.
- (8) 16x16 laundry exhaust riser/stack. Subducted. Separate shaft.
- (8) 2,000 CFM variable flow laundry exhaust fans. On emergency power. Controlled by pressure sensor in duct.
- (1) 1,000 CFM trash chute exhaust fan.
- (2) 10,000 CFM stairwell pressurization fans. On emergency power.
- (25) 2-ton fan coils on VRF system for house loads (corridors, laundry room, etc.).
- (5) 10-ton air cooled VRF condensing units for house loads mounted in garage and on roof. Line sets for each.

PLUMBING

- (2) 2,500,000 BTU/h air-source heat pump units for domestic hot water.
- (2) 2,000 gallon domestic hot water storage tank in lower floors.
- (1) 2-1/2-inch hot water supply riser per unit.
- (1) 2-1/2-inch cold water supply riser per unit.
- PEX manifold in unit.

Stand Alone VRF Option

- Anticipated EUI ~ 28-30 kBTU/sf/yr.
- Likely meets NBI EUI target, but will be close.
- Refrigerant system adds obsolescence risk if refrigerants are phased out and increased GHG-emissions risk.
- High performance façade design and operable windows are recommended, but not required.

HVAC

- (25) 20-ton air cooled VRF condensing units on roof.
- (5) 10-ton air cooled VRF condensing units for house loads mounted in garage and on roof. Line sets for each.
- (20) 3-pipe refrigerant riser from roof through residential floors.
- (60) Heat recovery branch controllers (BC).
- (189) 2-pipe copper refrigerant line-sets from BCs to FCUs.
- (189) 1-ton fan coil (1/unit).
- (189) 100 CFM air-to air heat recovery devices. The devices will recover heat from the bathroom and general exhaust and transfer to the unconditioned outside air.
- (25) 2-ton fan coils on VRF system for house loads (corridors, lobby, offices, etc.).
- (189) 6x6 outside air duct ducted horizontally to façade (each unit).
- (8) 16x16 general exhaust/bathroom exhaust riser/stack. Subducted. Separate shaft.



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AGENDA BILL

Agenda Subject: CONSIDER: Block 69 North Workforce Housing Development. Revised Unit Documentation and Schematic Design Documentation		Date: November 13, 2023
Staff Contact: Alexandra Monjar, Senior Project Manager	Attachments: 1) Agency Findings and Recommendation 2) Developer Submission, dated October 18, 2023	
Action: Approve with conditions the Unit Documentation and Schematic Design Documentation required by the Block 69 North Disposition and Development Agreement and Memorandum of Understanding with Block 69 North Development LLC, and direct Agency staff to set forth the Agency Board’s position in writing.		

Background:

In May 2021, Capital City Development Corp. ("CCDC" or "Agency") published the Block 68 Catalytic Redevelopment Project Request for Proposals ("RFP") with the intent to catalyze the development of housing, improve and utilize downtown mobility infrastructure, and spur economic development in the Westside District. The RFP offered two properties (421 N. 10th St. and 1010 W. Jefferson St.) and participation in public infrastructure and purchase of a shared-use vehicle and bike parking facility ("Mobility Hub"). The Agency expected proposals to deliver a minimum of 225 units of housing with 155 rent restricted units (25 and 130 units at rates affordable to households earning 80% or 120% Area Median Income, respectively), integrate and enhance mobility plans and infrastructure, improve the urban environment, and catalyze further private investment in the area.

In December 2021 the CCDC Board of Commissioners ("Board") selected the proposal from a development team led by Edlen & Co. and deChase Miksis ("Developer"), referred to herein as the "Joint Proposal", and entered into an Agreement to Negotiate Exclusively with the team on March 14, 2022. CCDC and the Developer executed a Disposition and Development Agreement ("DDA") for the proposed Workforce Housing Development on Block 69 North ("Block 69N" or "Project") on October 10, 2022.

Developer Submission:

Pursuant to sections 4.5 and 8.5 of the DDA, the Developer submitted Unit Documentation and Schematic Design Documentation to the Agency on April 28, 2023, which submission included a request for revised assistance. CCDC evaluated the request with the assistance of a project review committee established by the Board on May 8, 2023. CCDC and Developer subsequently executed a Memorandum of Understanding ("MOU") on August 30, 2023, which set forth the Board's response to the request, as amended and resubmitted in August, and directed certain adjustments be made to the DDA. The MOU included CCDC's agreement that the Developer revise and resubmit the Unit Documentation and Schematic Design Documentation to CCDC by

October 18, 2023. The Developer performed in accordance with the MOU and pursuant to the DDA, met with CCDC to review Agency staff comments on October 31, 2023, prior to the Board's consideration of the Unit Documentation and Schematic Design Documentation. The Developer provided clarification or updated information as requested by CCDC, and such updates are considered to be part of the Developer's submission. The attached submission includes written narrative and updates, drawings, unit mix details, development program details, and an updated development schedule.

Unit Documentation and Schematic Design Documentation Approval:

The DDA stipulates that Board approval will not be unreasonably withheld, conditioned, or delayed so long as it is consistent with the intent of the Joint Proposal, RFP and DDA goals to provide housing attainable to Boise's workforce, and the overall success of the Project as contemplated by such documents. Board approved Unit Documentation and Schematic Design Documentation will become the standard of design to which future Developer submissions required by the DDA including the Design Development Drawings and Final Construction Documents will be compared and evaluated for approval by the Executive Director. The DDA stipulates that if the Developer makes any substantial changes to the design, as defined in Section 8.11, these may require additional Board approval.

The DDA allows the Developer to continually revise the design of the Project as the Developer seeks design review approval from the City of Boise. The Developer will share any revised drawings and plans with the Agency at the time of their submission to the City, and will update CCDC as to any changes that may subsequently be required. If there is any "substantial change", as defined in Section 8.11 of the DDA, to the Unit Documentation, Schematic Design Documentation or drawings following Board approval, such changes may require additional Board approval. Otherwise, revisions required by the City will be presumed to have Board approval.

As more fully described in the enclosed report, Agency staff recommends approval of the Unit Documentation and Schematic Design Documentation subject to the conditions set forth in the attached report.

Next Steps:

Developer has submitted its design review application for the Project to the City of Boise. The Developer will provide any updated drawings or development information to CCDC as required by the DDA. Upon Board approval of the Schematic Design Documentation, the Developer will submit to the Agency any additional information needed to perform a Reuse Appraisal of the Project pursuant to Section 5 of the DDA to determine its Residual Land Value.

Pursuant to Section 11 of the DDA, Agency staff also plan to bring a Type 4 Agreement for the Project to the Board for approval.

Fiscal Notes:

Approval of the Unit Documentation or Schematic Design Documentation has no impact on the Agency's planned participation in this project.

Suggested Motion:

I move to approve the Block 69 North Workforce Housing Development Unit Documentation and Schematic Design Documentation, subject to certain conditions, as described in the Agency Findings and Recommendation report and direct Agency staff to set forth the Agency Board's position in writing.

AGENCY FINDINGS AND RECOMMENDATIONS

Block 69 North Workforce Housing Development, Unit Documentation and Schematic Design Documentation

EXECUTIVE SUMMARY:

The Block 69 North Disposition and Development Agreement (“DDA”) between Capital City Development Corp. (“CCDC” or “Agency”) and Block 69 North Development LLC (“Developer”) executed on October 10, 2022, requires CCDC Board of Commissioners (the “Board”) approval of Unit Documentation and Schematic Design Documentation as defined in Section 4.5 and Section 8.5, respectively. The submission and subsequent Board approval, conditional approval, or disapproval of this submission is required to ensure that the Workforce Housing Development (“Block 69N” or “Project”) design is progressing in alignment with the goals and requirements of the RFP, intentions of the Joint Proposal, and terms and conditions established in the DDA.

The Board at its meeting on June 12, 2023, conditionally approved Unit Documentation and Schematic Design Documentation submitted by the Developer on April 28, 2023. Since that time, Developer has further refined the Project, including a substantial change to the conditionally approved Schematic Design and Unit Documentation seeking to revert the design to standards established in the DDA, specifically the reduction in total unit counts to 217, and retaining the six (6) two-bedroom 80% AMI units and the thirty (30) two-bedroom 120% AMI units; to recognize the potential relocation of the YMCA childcare center to Block 68 South; and to restore the ground floor to the minimum 14-foot floor to ceiling height required in the DDA. The process to review substantial changes is set forth in Section 8.11 of the DDA. The timeline to resubmit the revised Schematic Design Documentation and Unit Documentation was set forth in the Memorandum of Understanding Between CCDC and Block 68 South Development LLC and Block 69 North Development LLC, dated August 31, 2023 (the “MOU”), which MOU addressed certain terms and conditions related to amending the DDA.

This report summarizes and assesses differences between the design included in the Developer’s Joint Proposal as revised at the time of DDA execution (the “DDA Revision”), and the revised design included in the Unit Documentation and Schematic Design Documentation as submitted by the Developer to CCDC on October 18, 2023, and additional information or updates as requested by CCDC staff (“Schematic Design”). This report also provides an analysis of the Schematic Design alignment with the requirements and conditions of the RFP and DDA.

Pursuant to Section 8.5 of the DDA, the Board’s approval of the Schematic Design Documentation should depend on the Project:

- Contributing to an exceptional built environment and authentic neighborhood fabric,
- Embracing density and providing for activity conducive to a compact, mixed-use downtown,
- Active ground-floor uses,
- Enhancing pedestrian, bike, and transit accessibility and connections,

- Considering and integrating existing mobility plans, and
- Working to mitigate climate impact with innovative design and utility system infrastructure and facilities.

As described more fully in this report, CCDC staff finds the Project meets the above criteria and recommends approval of the Block 69N Unit Documentation and Schematic Design Documentation with the following conditions:

- Developer will include in its Design Review submission to the City of Boise the portion of Rebuild 11th Street Blocks that it plans to construct.
- Developer will provide CCDC with a copy of its final report regarding the use of geothermal.
- Developer and CCDC will establish performance deadlines in the forthcoming DDA amendment with completion of the project prior to the close of the Westside District.

UNIT DOCUMENTATION:

As defined in Block 69N DDA Section 4.5, the Unit Documentation includes the final proposed unit mix and affordability matrix, representative unit layouts and minimum square feet of each unit type, and general representations of interior finishes.

Unit Mix and Affordability Matrix:

The following chart from the Developer's submission shows the proposed final unit mix and affordability matrix included in the Schematic Design alongside the unit mix submitted in the Joint Proposal ("Proposal Submission") and DDA Revision. Note the unit mix in the Schematic Design has been simplified and no longer includes the "Micro Studio," "Open 1 Bedroom," or "One Bedroom + Den" layouts from the DDA Revision. Two new walk-up unit types have been added; one is a one-bedroom and the other is a two-bedroom layout.

Block 69N Unit Affordability			
<u>80% AMI Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Micro Studio	n/a	3	n/a
Studio	12	3	7
Open 1 Bedroom	n/a	3	n/a
One Bedroom	10	8	12
One Bedroom + Den	n/a	2	n/a
Two Bedroom	3	6	6
Total	25	25	25
<u>120% AMI Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Micro Studio	n/a	17	n/a
Studio	63	15	34
Open 1 Bedroom	n/a	15	n/a
One Bedroom	53	41	66
One Bedroom + Den	n/a	12	n/a
Two Bedroom	14	30	30
Total	130	130	130
<u>Market Rate Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Micro Studio	n/a	8	n/a
Studio	32	7	17
Open 1 Bedroom	n/a	7	n/a
One Bedroom	26	20	36
One Bedroom + Den	n/a	6	n/a
Two Bedroom	7	14	14
Total	65	62	67

Summarized Findings:

- The total unit count in the Schematic Design increased from 217 units included in the DDA Revision to 222 units, with the number of rent restricted units unchanged.
- The DDA Revision included an increased number of two-bedroom units in each rent category as a response to the Board's request to include more rent-restricted two-

bedroom units. This higher number of two-bedroom apartments is maintained in the Schematic Design and the unit mix shifted to include more one-bedroom units and fewer studios in each rent category.

- Unit types are proportionally distributed in each rent category.

Unit Layouts, Interior Finishes, and Minimum Unit Square Feet:

To evaluate the quality of design requested by the RFP, the Developer was asked to include representative unit layouts and finishes in their proposals and to meet certain quantitative design criteria including minimum square footage by unit type and nine-foot ceiling height.

As noted earlier, the range of unit types in the Schematic Design has been simplified from the DDA Revision. There are now four types with fifteen total layouts including five studio layouts, three one-bedroom layouts, five two-bedroom layouts, and two walk-up unit layouts (a one-bedroom layout and a two-bedroom layout). Unit floor plans and representative images of interior finishes are included in the enclosed Unit Documentation and Schematic Design Documentation submissions.

The following chart from the Unit Documentation shows the square footage of each unit type as proposed in the Joint Proposal, DDA Revision, and Schematic Design. The RFP requested studios be 550 square feet, one-bedrooms 650 square feet, and two-bedrooms 850 square feet in support of the goal to facilitate a high quality of life for future tenants.

Block 69N			
Unit Size Square Footage			
	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
By Type: (SF)			
Micro Studio	n/a	371	n/a
Studio	550	474	503
Open 1 Bedroom	n/a	550	n/a
One Bedroom	650	630	601
One Bedroom + Den	n/a	675	n/a
Two Bedroom	850	950	952
Walk-Up-G1	n/a	n/a	793
Walk-Up-G2	n/a	n/a	922
Average Unit Size	623	647	654

Summarized Findings:

- Unit layouts and representative interior design images representing the general quality of interior finishes are consistent with those included in the Joint Proposal and shared by the Developer with the Agency as part of the DDA Revision.
- As design has progressed and the Project's floor plans and unit layouts have been refined, the average unit size has increased slightly, and despite studios and one-bedroom unit sizes being about 10% smaller than requested in the RFP, CCDC finds the unit sizes are substantially aligned with the goals of the RFP with functional and well-considered layouts.
- The design meets the required nine-foot residential ceiling height.
- Members of the development and design teams have delivered other projects in downtown Boise which are part of the submitted precedents and demonstrate the team's ability to

successfully create projects with comfortable and attractive units. These projects include The Gibson, The Lucy, Thomas Logan, and The Martha.

Conclusion and Recommendation:

CCDC finds the Unit Documentation is consistent with the intent of the Joint Proposal, RFP, and DDA goals to provide housing offering a high quality of life to Boise's workforce and their families and contributes to the overall success of the Project. CCDC therefore recommends the Board approve the Unit Documentation as submitted by the Developer.

SCHEMATIC DESIGN DOCUMENTATION:

As defined in Block 69N DDA Section 8.5, the Schematic Design Documentation includes itemized design changes as compared to the Joint Proposal; site or landscaping plans showing integration of Rebuild 11th Street Blocks and planned public improvements; updated floor plans with intended ground floor uses, renderings, and development schedule; and written summaries of progress on mobility and sustainability initiatives identified in the RFP or Joint Proposal.

Design Summary:

The updated Block 69 North Workforce Housing Project continues to be a seven-story podium building on the northern half of Block 69, which is approximately 0.83 acres. Residential uses occupy 78% of the 184,000 square foot building, with 222 apartments and amenity space including climate-controlled bike storage and a bike repair area. Approximately 2% of the building will be a corner retail space on 11th and State streets. Building circulation and services make up the remaining 20% of total building area and 42 tucked-under parking stalls occupy 36,600 square feet of the site.

As seen in the updated renderings and floor plans included in the enclosed Schematic Design Drawings, the project has a "S" like shape with two courtyards and expanded amenity spaces on the ground floor and in upper levels including a top-level deck.

As shown in the chart below from the Developer's October 18, 2023, submission, the total building area shown in the Schematic Design as compared to the Joint Proposal is reduced by about 8% but includes slightly more residential units, and 191 additional bike parking spaces. The Joint Proposal included 217 residential units, 10,200 square feet of commercial space, and 45 tucked under parking stalls. The total square footage and number of parking stalls is fairly consistent. Bike parking for residents is significantly increased.

Block 69N Unit Mix Design Update			
<u>Description</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Total Building Area (GSF)	199,500	199,500	184,000
Number of Residential Units	220	217	222
By Type:			
Micro Studio	n/a	28	n/a
Studio	107	25	58
Open 1 Bedroom	n/a	25	n/a
One Bedroom	89	69	114
One Bedroom + Den	n/a	20	n/a
Two Bedroom	24	50	50
Residential Area (GSF)	173,000	173,000	144,000
Number of Commercial Units	1	1	1
Commercial Area (SF)	10,200	10,200	3,362
Circulation/Building Back of House			36,638
Number of Covered Parking Spaces	45	45	42
Parking SF	16,300	16,300	13,272
Bike Parking Spaces	31	31	222

Ground Floor Uses and Street Activation:

The Schematic Design ground floor includes seven walk-up units, three on 11th Street and four on 12th Street, a 3,300 square foot corner retail space intended to be a restaurant, residential lobby and amenities including indoor and outdoor bike storage and a bike repair area. A plaza at the lobby entrance creates a semi-public area for gathering and walk-up unit patios provide the opportunity for casual engagement between residents and passing pedestrians and cyclists. These areas and the enhanced streetscape landscaping, lighting, seating, bike racks, and potential public art are elements of the built environment that contribute to a sense of community and build up the fabric of the neighborhood.

The RFP and DDA require a minimum ground floor height of 14 feet. The Schematic Design proposes a ground floor to ceiling height of over 18 feet. The ground floor is also set back from the floors above, which creates opportunities for pedestrians to take refuge from heat or precipitation.

(Note that the previously conditionally approved Schematic Design Documentation submitted by the Developer on April 28, 2023, included a childcare center on the ground floor of the Project. The current revised Schematic Design Documentation does not contemplate a childcare center, which use is now anticipated as part of the Block 68S Project.)

Summarized Findings:

The Schematic Design aligns with the goals and intentions stated in the RFP, Joint Proposal, and DDA related to ground floor uses and street activation.

Mobility and Sustainability Initiatives:

The Schematic Design prioritizes pedestrian, cyclist, and transit mobility as described in the attached submission documents with reduced on-site parking made possible through the shared-

use Mobility Hub on Block 68 South, thoughtful placement of entrances/exits creating direct access to State Street transit routes, easy access to the 11th Street bikeway, enhanced streetscapes integrating the Rebuild 11th Street Blocks Project and ACHD and City plans for State Street, and providing plenty of bike parking for residents and visitors. The design also includes an enhanced alley with permeable pavers and lighting for pedestrian safety and comfort.

The Developer aspires to achieve LEED Gold with this project and has committed to meeting a minimum of LEED Silver and the standards/requirements of the Boise City Green Building Code. They are working to mitigate greenhouse gas emissions and reduce energy and water use through various strategies including the use of all-electric appliances, building for future EV charging stations at 20% of the on-site parking stalls with one charging station installed at project completion, providing recycling facilities including for glass and e-waste, and targeting reduced interior and exterior water use relative to the LEED baseline. The Developer also continues to explore opportunities to provide composting facilities and on-site filtering of stormwater.

CCDC and Developer have been coordinating regarding planned utility and streetscape improvements on 11th Street as Rebuild 11th Street Blocks, Block 68S, and Block 69N have advanced. The parties have come to an agreement regarding the scope of the Rebuild 11th Street Blocks that will be built by Developer. The Developer's submission does not clearly identify this scope of work, but such annotated drawings will be included in the forthcoming Type 4 Agreement.

The Joint Proposal indicated the potential for implementation of district-wide energy and heating and cooling systems. A feasibility study found that none were feasible in part due to local utility regulations and low utility costs. The Developer continues to explore the use of on-site solar power generation and the building will be solar ready at minimum. Geothermal use is still being investigated for each individual building in the Joint Proposal's master plan but is unlikely to be feasible for this project.

Summarized Findings:

The Schematic Design aligns with the mobility and sustainability goals and intentions stated in the RFP, Joint Proposal, and DDA, while accounting for economic feasibility. CCDC recommends the Board approve the Schematic Design with the following conditions:

- Developer will include in its Design Review submission to the City of Boise the portion of Rebuild 11th Street Blocks that it plans to construct.
- Developer will provide CCDC with a copy of its final report regarding the use of geothermal energy.

Schedule:

The updated development schedule in the Developer's submission anticipates Design Development Drawing submission to CCDC on March 15, 2024, submission of Construction Documents to CCDC on July 1, 2024, a tentative closing date of August 23, 2024, with construction beginning shortly thereafter and Project completion in April 2026. This schedule is still under revision, and CCDC and the Developer are still negotiating final performance deadlines for design submissions and submissions for preliminary evidence of financing. CCDC anticipates setting these deadlines in the forthcoming revision to the Block 69N DDA which CCDC will present for the Board's consideration at its December 11, 2023, meeting.

Summarized Findings:

Completion of the Project within the life of the Westside District as contemplated by the RFP and Joint Proposal is possible and likely assuming the Project can attain adequate financing. CCDC recommends the Board approve the Schematic Design with the following condition:

- Developer and CCDC will establish performance deadlines in the forthcoming DDA amendment with completion of the project prior to the close of the Westside District.

Conformance with RFP Priorities:

The RFP included five priorities with minimum requirements and requested visionary outcomes. These priorities: Grow Our Housing, Mobility, Urban Development and Architectural Design, Economic Development, and Sustainability, are listed in the table below with the RFP's specific performance requirements and requests addressed by the Project and its sister project, the Block 68 South Mixed-Use Housing and Mobility Hub Development. List items with an asterisk are visionary outcomes as opposed to minimum requirements. An "X" in the "Staff Finding" column indicates that the project addresses the requirement or request, and an "X**" indicates that the Developer is still investigating solutions.

RFP REQUIREMENT/REQUEST	STAFF FINDING
Grow Our Housing:	
225 units; balanced unit mix with thoughtful design and amenities.	X w/ 68S
15-year affordability term for 25 and 130 units affordable to households earning 80% AMI and 120% AMI or less, respectively.	X
More units at various levels of affordability.*	(68S)
Mobility:	
Make it easier to bus, bike, and walk.	X
Integrate Building a Better State Street and Rebuild 11th Street Blocks.	X
Maintain a mid-block connection through Block 68.	n/a
Max private parking ratio of 0.8 stalls per unit.	X
Secure bicycle storage facility for 30 bikes.*	(68S)
Shared-use public parking and mobility structure supporting more infill.*	(68S)
Urban Development and Architectural Design:	
Exceptional built environment that contributes to the authentic neighborhood fabric, embraces density, and provides for activities conducive to a compact, mixed-use downtown.	X
Active ground floor uses, street furnishings, and other engaging elements.	X
Aspirational architecture that integrates green features and systems.	X
Economic Development:	
Provide economically diverse housing that reduces demands on transportation infrastructure and furthers the City's long-term sustainability.	X
Leverage public private partnership to maximize housing, other uses.	X
Utilize public participation to deliver lower housing price points.	X
Assemble nearby underutilized land and build more housing and uses that serve the neighborhood.*	X

Implement a shared-use parking and mobility hub structure to catalyze infill of underutilized land with active uses.*	(68S)
Sustainability:	
Meet the Boise City Green Building Code.	X
All-electric buildings.	X
Use of geothermal for commercial/retail spaces.	X**
Electric vehicle charging stations.	X
Recycling facilities and operations.	X
Water conservation with low flow/usage appliances and fixtures.	X
Expand clean energy utility system infrastructure.*	X**

CONCLUSIONS AND STAFF RECOMMENDATIONS:

Per Section 8.5 of the DDA, Board approval of the Schematic Design Documentation will depend on the project aligning with the intent of the Joint Proposal and RFP goals, as well as compliance with the terms and conditions established in the DDA. Section 8.5.1 of the DDA lists certain criteria for the Board's evaluation, which are listed in the chart below with Agency staff findings.

Given the findings below and as described earlier in this report, CCDC finds the Schematic Design Documentation is substantially consistent with the intent of the Joint Proposal and RFP goals and the overall success of the Project as contemplated by such documents and the DDA. CCDC recommends the Board approve of the Schematic Design Documentation subject to the conditions as stated above.

DDA REVIEW CRITERION	STAFF FINDING
Contributing to an exceptional built environment and authentic neighborhood fabric.	The Project meets this criterion as described in the section addressing Ground Floor Uses and Street Activation.
Embracing density and providing for activity conducive to a compact, mixed-use downtown.	The Project meets this criterion as described in the Unit Documentation and Ground Floor Uses and Street Activation sections.
Active ground floor uses.	The Project meets this criterion as described in the section addressing Ground Floor Uses and Street Activation.
Enhancing pedestrian, bike, and transit accessibility and connections.	The Project meets this criterion as described in the section addressing Mobility and Sustainability Initiatives.
Considering and integrating existing mobility plans.	The Project meets this criterion as described in the section addressing Mobility and Sustainability Initiatives.
Working to mitigate climate impact with innovative design and utility system infrastructure and utilities.	The Project meets this criterion as described in the section addressing the Mobility and Sustainability Initiatives.



October 18, 2023

Capital City Development Corp.
Attn: John Brunelle
Executive Director
121 9th Street; Ste 501
Boise, ID 83702

VIA: Email <amonjar@ccdcboise.com>

**RE: BLOCK 69 NORTH WORKFORCE HOUSING DEVELOPMENT PROJECT
SCHEMATIC DESIGN DOCUMENTATION**

Dear Mr. Brunelle:

On behalf of Block 69 North Development, LLC, I am honored to provide you with this letter as an update to the proposed project at Block 69 North (herein "Project"). Per Section 8.5, Schematic Design Documentation, of the Disposition and Development Agreement, (herein "DDA") between The Urban Renewal Agency of Boise City, Idaho, a/k/a Capital City Development Corporation (herein "CCDC") and Block 69 North Development, LLC, (herein "Block 69") please find Schematic Design Documentation.

Per Section 5 of the Memorandum of Understanding Between Capital City Development Corporation and Block 68 South Development LLC and Block 69 North Development LLC dated August 31, 2023 the design has been adjusted to provide no fewer than 217 housing units in a seven level building with retail focused on the corner of 11th Street and State Street. The adjusted design currently includes 222 units.

To assist in the review of the Schematic Design Documentation we organized the documents to reflect the list of required items per Section 8.5.1(a) and 8.5.1(b). The Index List below notes in which Attachment the requested documentation is detailed.

<u>Requirement</u>	<u>Attachment</u>
• Short narrative on how site design prioritizes pedestrian, cyclist, and transit mobility	7
• How goals for reducing energy and water use have been considered in the selection of mechanical, electrical, and plumbing systems	8
• Feasibility/progress regarding Project-wide energy and utility systems (central plant)	Previously submitted
• Use of the geothermal system	9
• Inclusion of recycling and composting facilities	10
• Number and location of electric vehicle charging stations	11
• Square footage by type of uses	1
• Floor plans	4

**BLOCK 69 WORKFORCE HOUSING DEVELOPMENT PROJECT
SCHEMATIC DESIGN DOCUMENTATION**

• Number of parking spaces and bike racks	1
• Site Plan	12
• Perspective renderings	13
• Target ground floor uses	14
• Floor heights	15
• Development Schedule	16

Please review the attachments and let us know if you need additional information and/or if we need to modify any information in preparation for the CCDC Board meeting.

Per Section 8.5.1(b) of the DDA, the chart below details changes or added information from our proposal.

<u>Block 69 North Description</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Total Building Area (GSF)	199,500	199,500	184,000
Number of Residential Units	220	217	222
By Type:			
Micro Studio	n/a	28	n/a
Studio	107	25	58
Open 1 Bedroom	n/a	25	n/a
One Bedroom	89	69	114
One Bedroom + Den	n/a	20	n/a
Two Bedroom	24	50	50
Residential Area (GSF)	173,000	173,000	144,000
Commercial Units	1	1	1
Commercial Area (SF)	10,200	10,200	3,362
Number of Covered Parking Spaces	45	45	42
Parking (SF)	16,300	16,300	13,272
Bike Parking Spaces	31	31	222

**BLOCK 69 WORKFORCE HOUSING DEVELOPMENT PROJECT
SCHEMATIC DESIGN DOCUMENTATION**

In addition to the items listed above, we have organized documents requested per Section 4.5 of the DDA to reflect the list of required items. The list below details which Attachment includes the requested documentation.

<u>Requirement</u>	<u>Attachment</u>
• Unit mix identifying the different unit types and how many of each will be included	1
• Description of unit affordability by the percentage of AMI	2
• Matrix showing updates to unit mix and unit affordability as set forth in the Joint Proposal	2
• Written statement describing in detail any changes to unit mix and unit affordability	3
• Representative unit layouts	4
• General representations of intended interior quality/finishes	5
• Minimum square footage of unit types	6

Per Section 4.5 of the DDA, please see the chart below with unit mix changes:

<u>80% AMI Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Micro Studio	n/a	3	n/a
Studio	12	3	7
Open 1 Bedroom	n/a	3	n/a
One Bedroom	10	8	12
One Bedroom +	n/a	2	n/a
Two Bedroom	3	6	6
Total	25	25	25

<u>120% AMI Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Micro Studio	n/a	17	n/a
Studio	63	15	34
Open 1 Bedroom	n/a	15	n/a
One Bedroom	53	41	66
One Bedroom +	n/a	12	n/a
Two Bedroom	14	30	30
Total	130	130	130

**BLOCK 69 WORKFORCE HOUSING DEVELOPMENT PROJECT
SCHEMATIC DESIGN DOCUMENTATION**

<u>Market Rate Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>
Micro Studio	n/a	8	n/a
Studio	32	7	17
Open 1 Bedroom	n/a	7	n/a
One Bedroom	26	20	36
One Bedroom +	n/a	6	n/a
Two Bedroom	7	14	14
Total	65	62	67

Please review this information and let us know if you need additional information and/or if we need to modify any information in preparation for the CCDC Board meeting.

With the CCDC Board approval or conditional approval, we will continue design work to submit for the November 7th design review application deadline. We will continue each month to meet with CCDC and the City of Boise on this project, the YMCA project, and Block 68 South project. Each project is scheduled for similar permit submission dates and start of construction. We intend to start construction in Q3 of 2024 using a phased permitting process. This process will allow us to get much of the needed demolition and sitework completed while the building permit drawings are still being reviewed by the City of Boise. Please reference the Development Schedule (Attachment 16).

Please contact me if you have any questions at 520-270-6846.

Sincerely,



Matt Neilson
deChase Miksis
Matt@deChase.com
(520) 270-6846

Enclosed: Attachments as noted in the "Index List" above

Cc: J. Dean Papé, Jill Sherman, Aaron Elton, Kathryn Hunter, Jordan Heller, and Anne Kunkel
(electronic copy only)

Attachment 1

10/16/2023

Block 69N

Unit Mix Design Update

<u>Description</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>	<u>Design Development</u>	<u>Final Construction</u>
Total Building Area (GSF)	199,500	199,500	184,000		
Number of Residential Units	220	217	222		
By Type:					
Micro Studio	n/a	28	n/a		
Studio	107	25	58		
Open 1 Bedroom	n/a	25	n/a		
One Bedroom	89	69	114		
One Bedroom + Den	n/a	20	n/a		
Two Bedroom	24	50	50		
Residential Area (GSF)	173,000	173,000	144,000		
Number of Commercial Units	1	1	1		
Commercial Area (SF)	10,200	10,200	3,362		
Number of Covered Parking Spaces	45	45	42		
Parking SF	16,300	16,300	13,272		
Bike Parking Spaces	31	31	222		

Revised in response to staff question/comment as shown on following page

Block 69N**11/2/2023****Unit Mix Design Update**

<u>Description</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>	<u>Design Development</u>	<u>Final Construction</u>
Total Building Area (GSF)	199,500	199,500	184,000		
Number of Residential Units	220	217	222		
By Type:					
Micro Studio	n/a	28	n/a		
Studio	107	25	58		
Open 1 Bedroom	n/a	25	n/a		
One Bedroom	89	69	114		
One Bedroom + Den	n/a	20	n/a		
Two Bedroom	24	50	50		
Residential Area (GSF)	173,000	173,000	144,000		
Number of Commercial Units	1	1	1		
Commercial Area (SF)	10,200	10,200	3,362		
Circulation/Building Back of House			36,638		
Number of Covered Parking Spaces	45	45	42		
Parking SF	16,300	16,300	13,272		
Bike Parking Spaces	31	31	222		

Attachment 2

Block 69N
Unit Affordability

10/16/2023

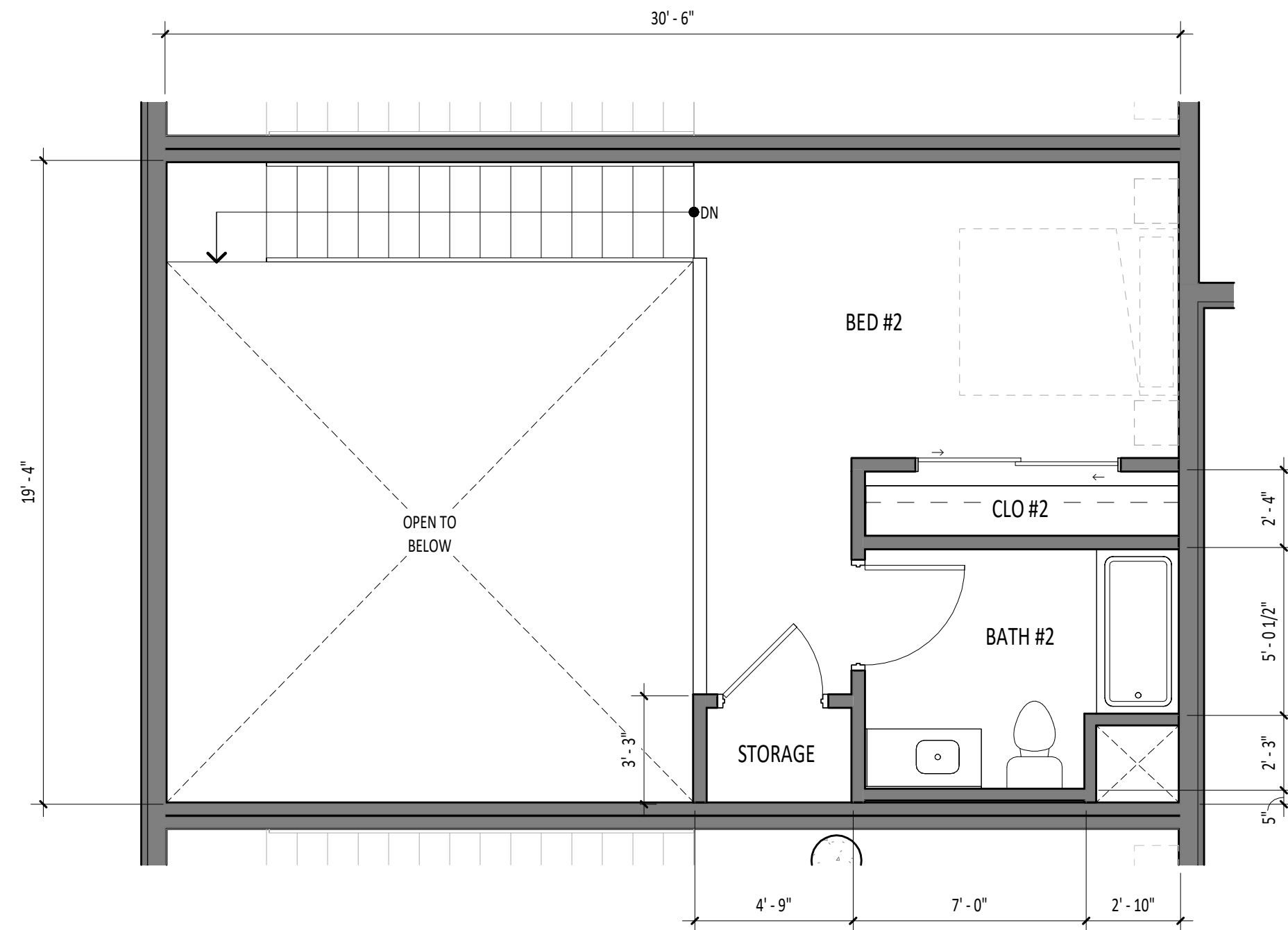
<u>80% AMI Comparison</u>	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>	<u>Design Development</u>	<u>Final Construction</u>
Micro Studio	n/a	3	n/a		
Studio	12	3	7		
Open 1 Bedroom	n/a	3	n/a		
One Bedroom	10	8	12		
One Bedroom + Den	n/a	2	n/a		
Two Bedroom	3	6	6		
Total	25	25	25		
 <u>120% AMI Comparison</u>	 <u>Proposal Submission</u>	 <u>DDA Revision</u>	 <u>Schematic Design</u>	 <u>Design Development</u>	 <u>Final Construction</u>
Micro Studio	n/a	17	n/a		
Studio	63	15	34		
Open 1 Bedroom	n/a	15	n/a		
One Bedroom	53	41	66		
One Bedroom + Den	n/a	12	n/a		
Two Bedroom	14	30	30		
Total	130	130	130		
 <u>Market Rate Comparison</u>	 <u>Proposal Submission</u>	 <u>DDA Revision</u>	 <u>Schematic Design</u>	 <u>Design Development</u>	 <u>Final Construction</u>
Micro Studio	n/a	8	n/a		
Studio	32	7	17		
Open 1 Bedroom	n/a	7	n/a		
One Bedroom	26	20	36		
One Bedroom + Den	n/a	6	n/a		
Two Bedroom	7	14	14		
Total	65	62	67		

Attachment 3

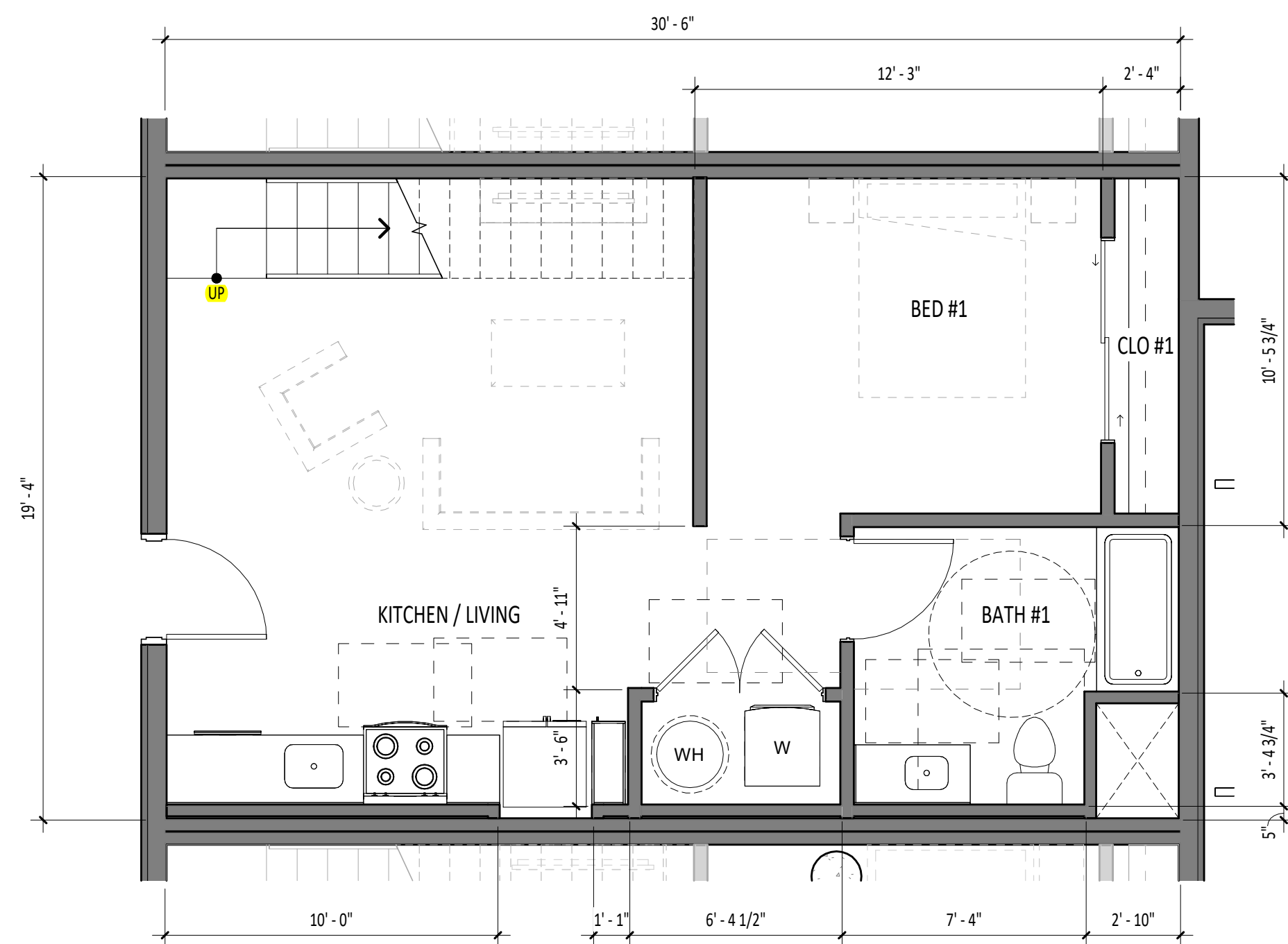
The overall unit count has increased from 217 units to 222 units. Micro studio, urban one-bedroom and one-bedroom with den units have been removed from the unit mix. The revised layouts include five studio types, three one-bedroom types, five two-bedroom types and two walk-up types. The 80% AMI and 120% AMI unit counts are unchanged, and the market rate units have increased from 62 to 67.

Attachment 4

[See Below]

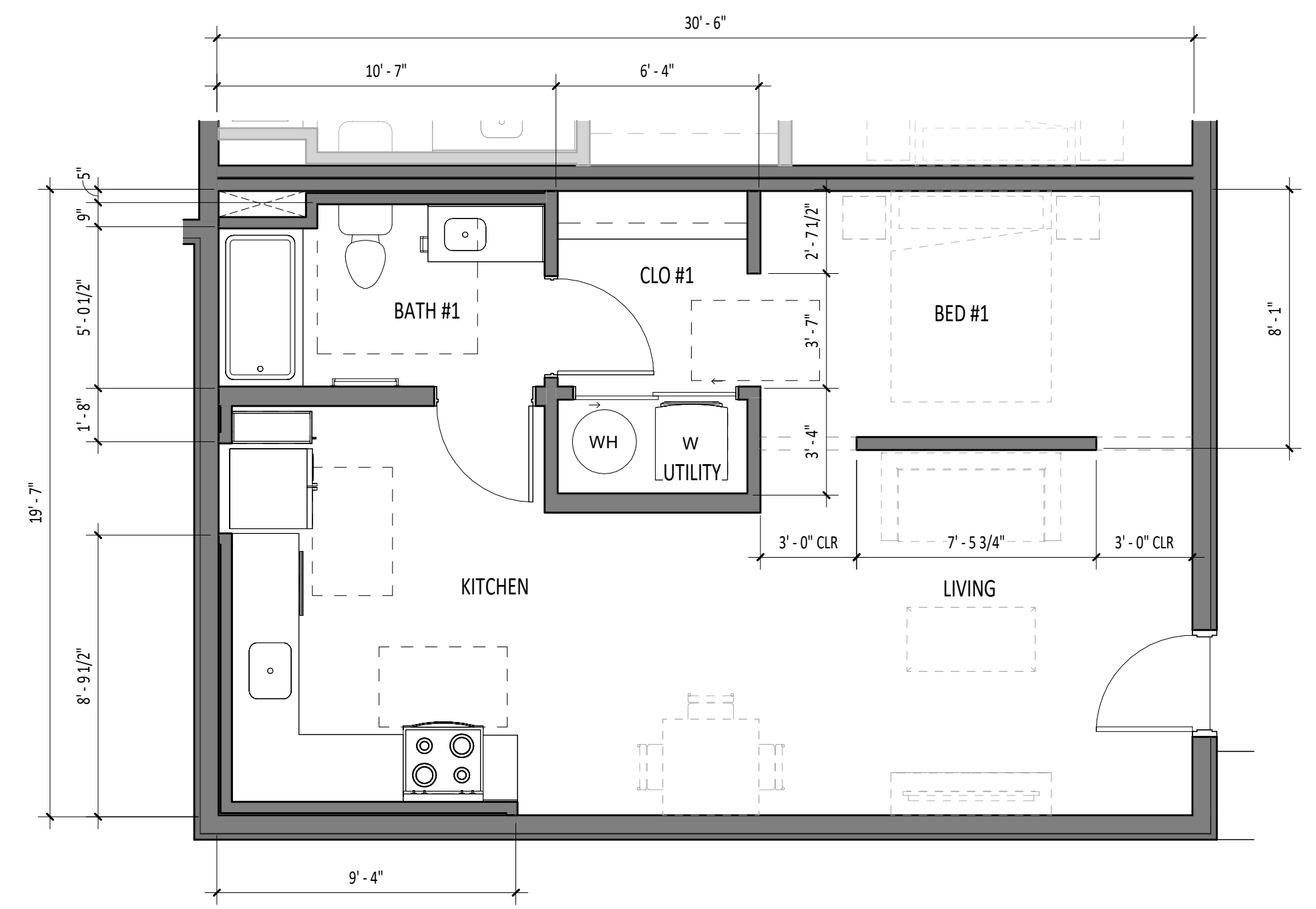


ENLARGED UNIT PLAN - UNIT TYPE G2 (MEZZANINE) (STEEL)



ENLARGED UNIT PLAN - UNIT TYPE G2 (LEVEL 1) (STEEL)

Revised as shown on following page



ENLARGED UNIT PLAN - UNIT TYPE G1 (LEVEL 1) (STEEL)

CONCEPT UNIT PLANS (STEEL) - GROUND FLOOR

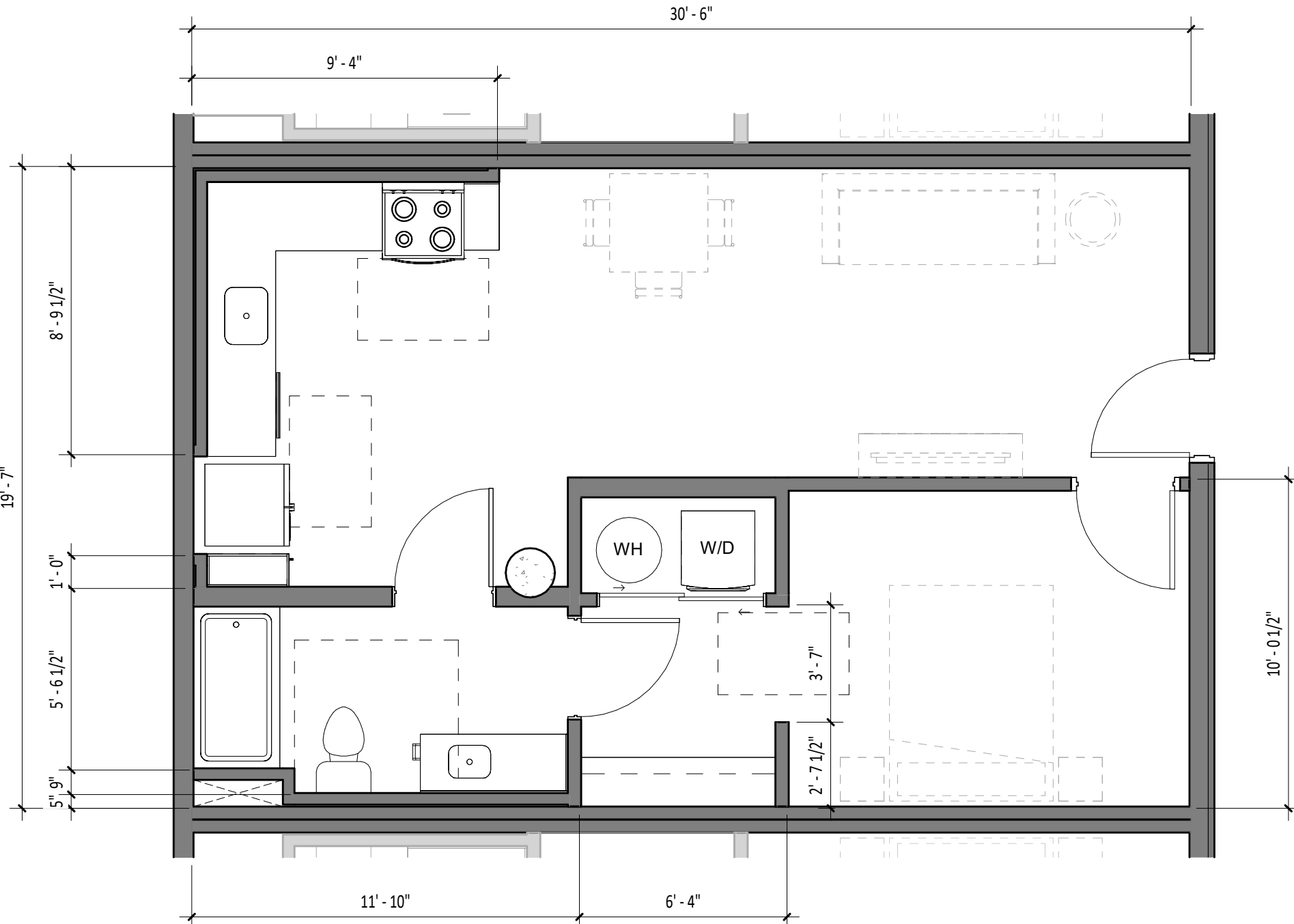
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BLOCK 69N

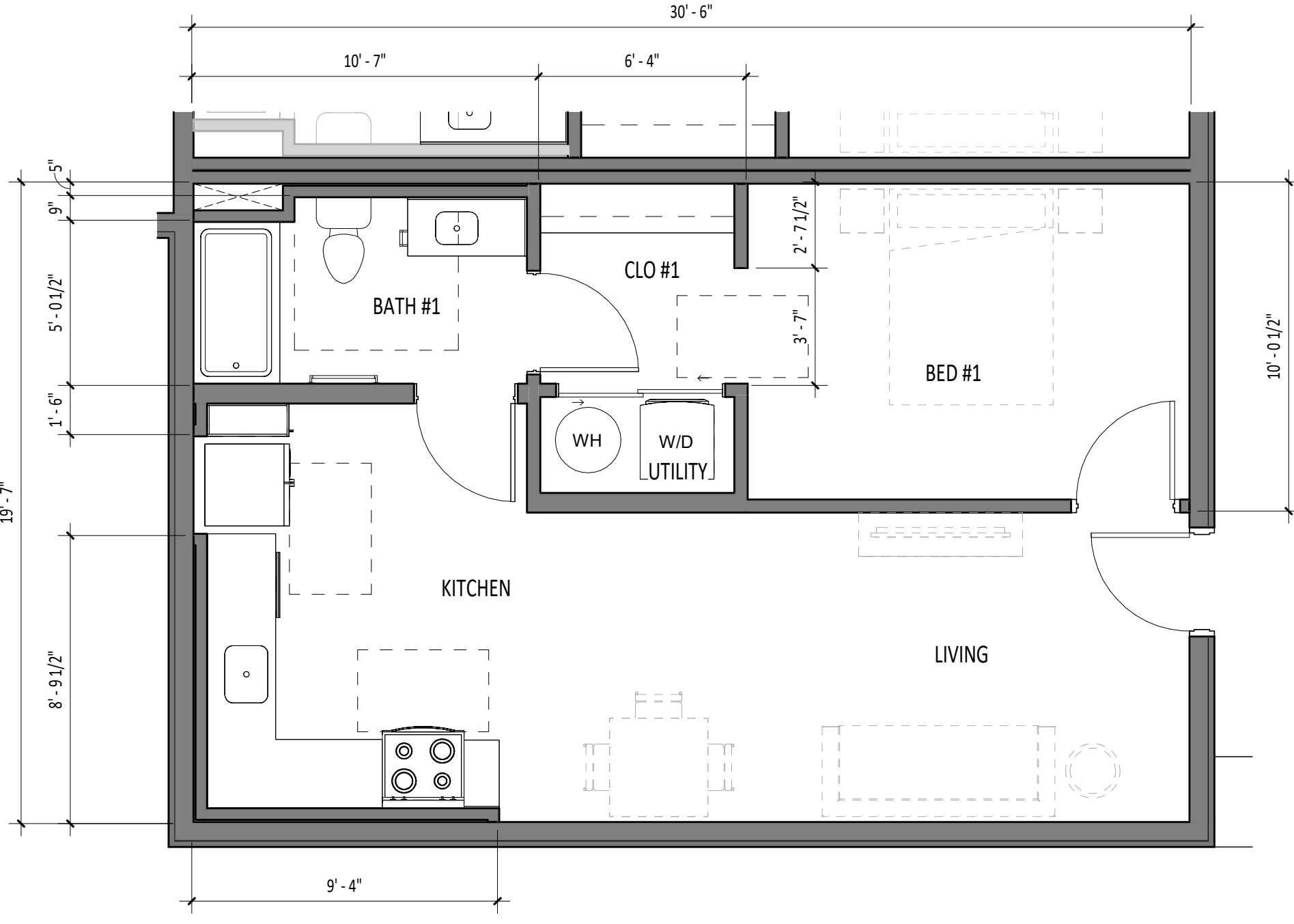
DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO

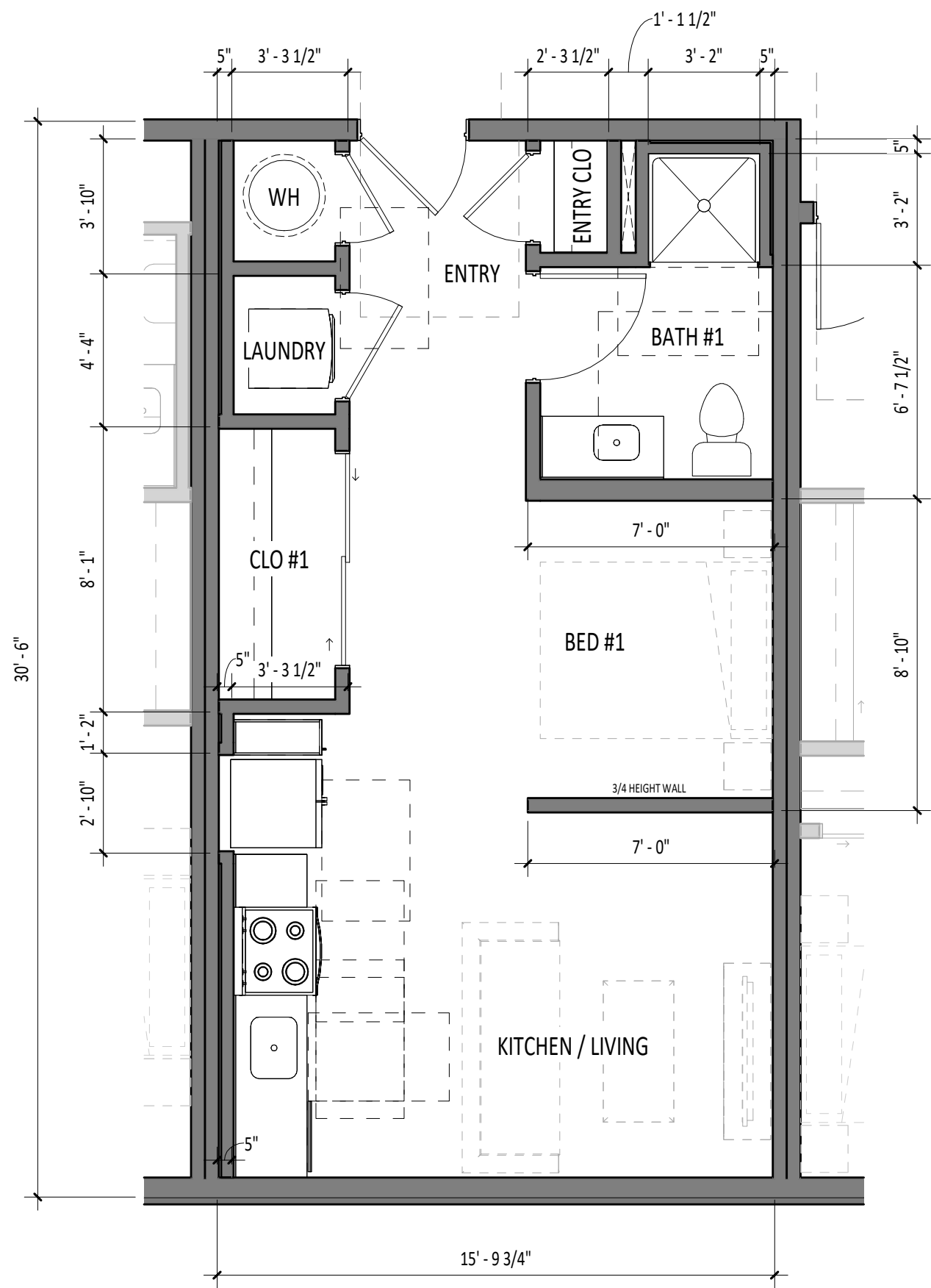
pivot north



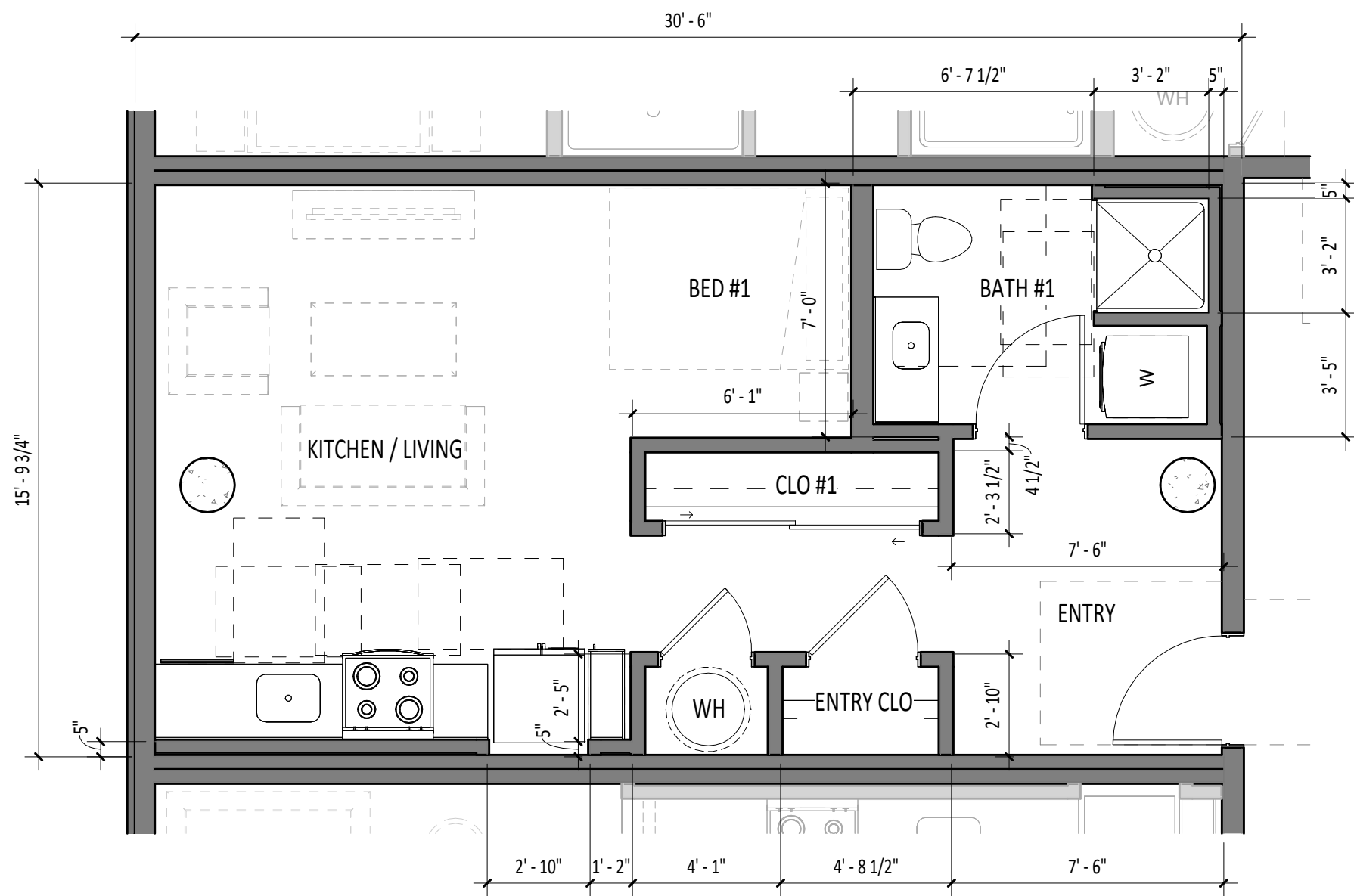
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ENLARGED UNIT PLAN - UNIT TYPE G1.1 (LEVEL 1) (STEEL)

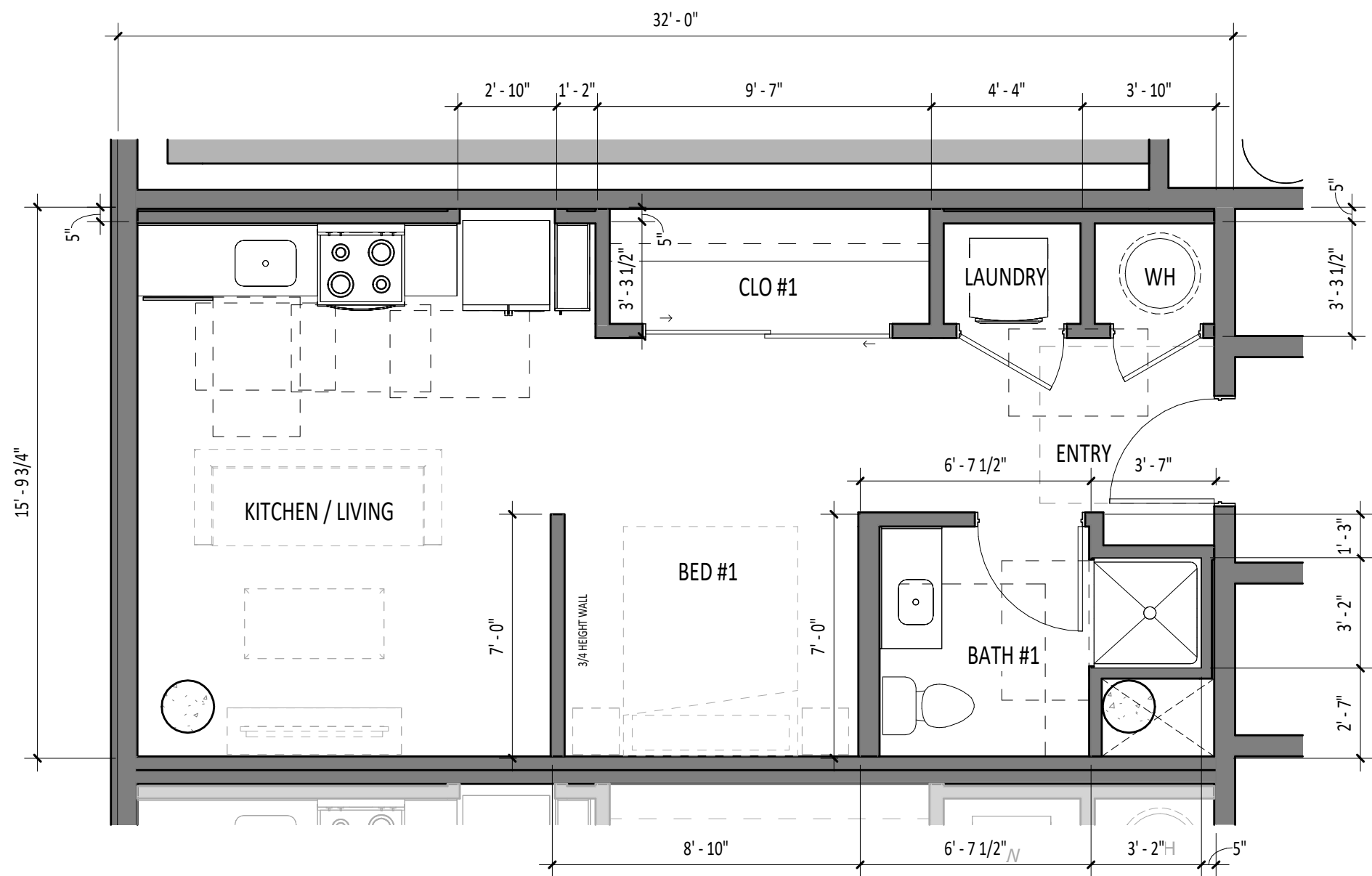


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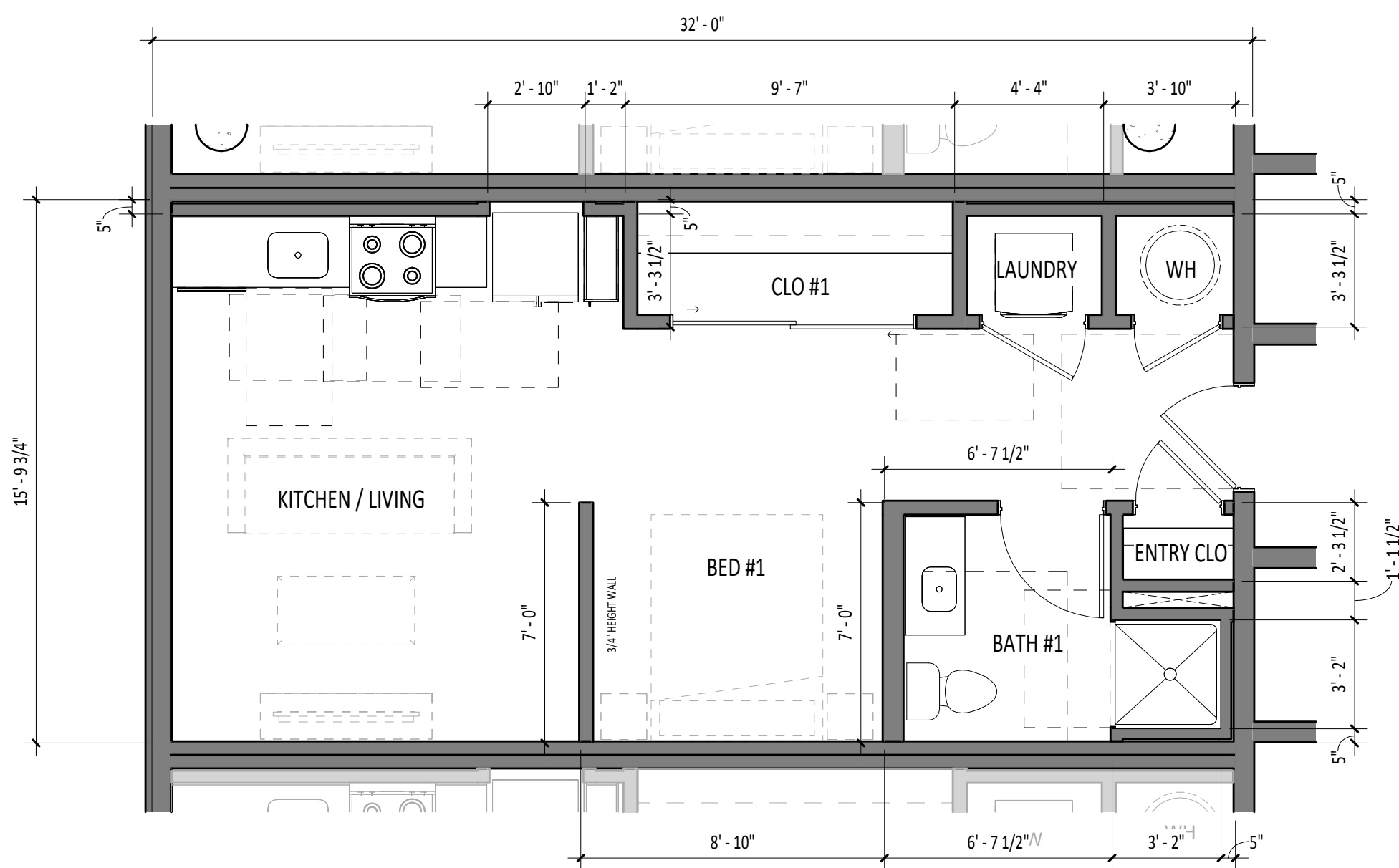
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* 1 UNIT OCCURS ON LEVEL 2

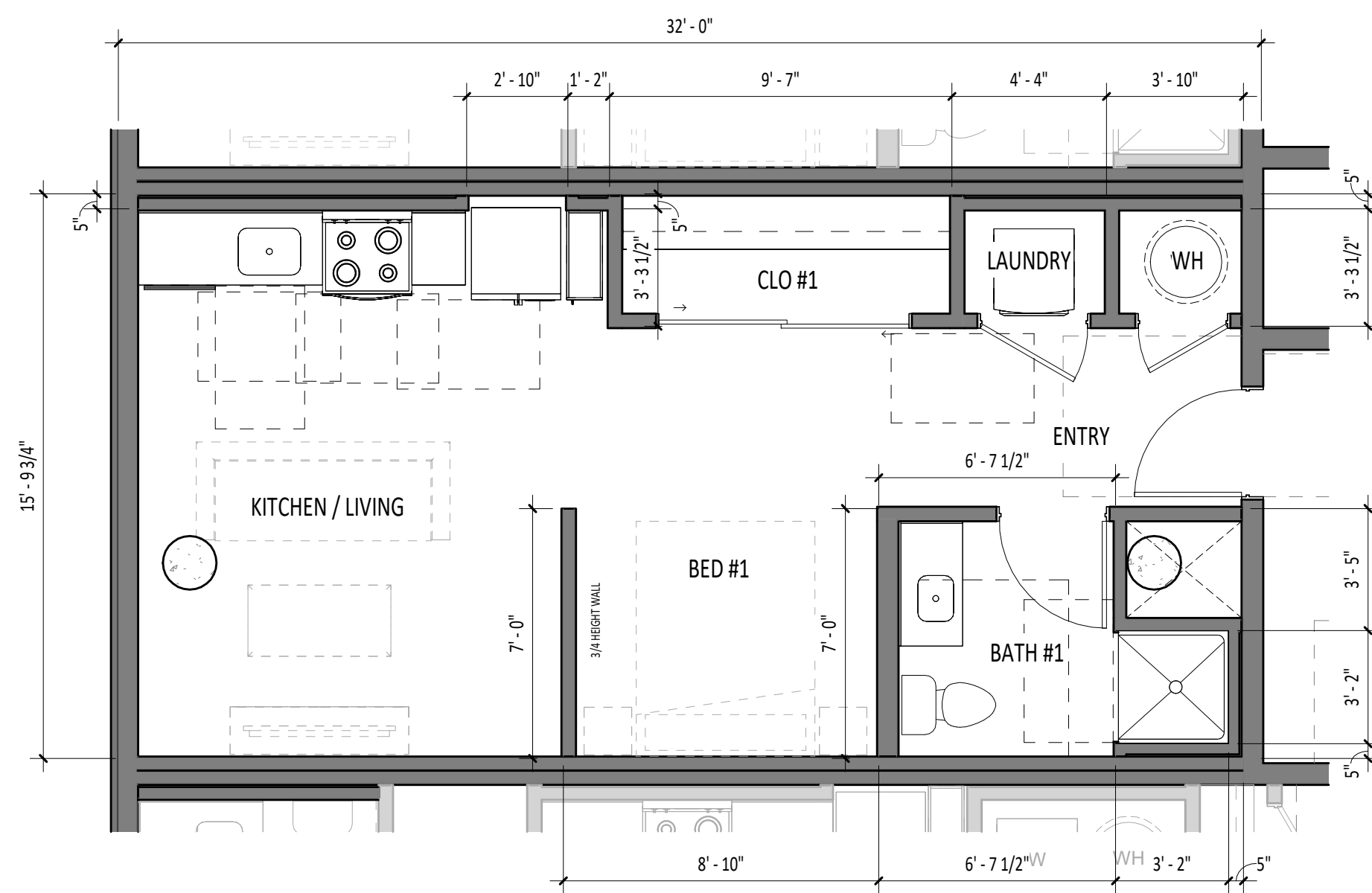


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* 1 UNIT OCCURS ON LEVEL 2

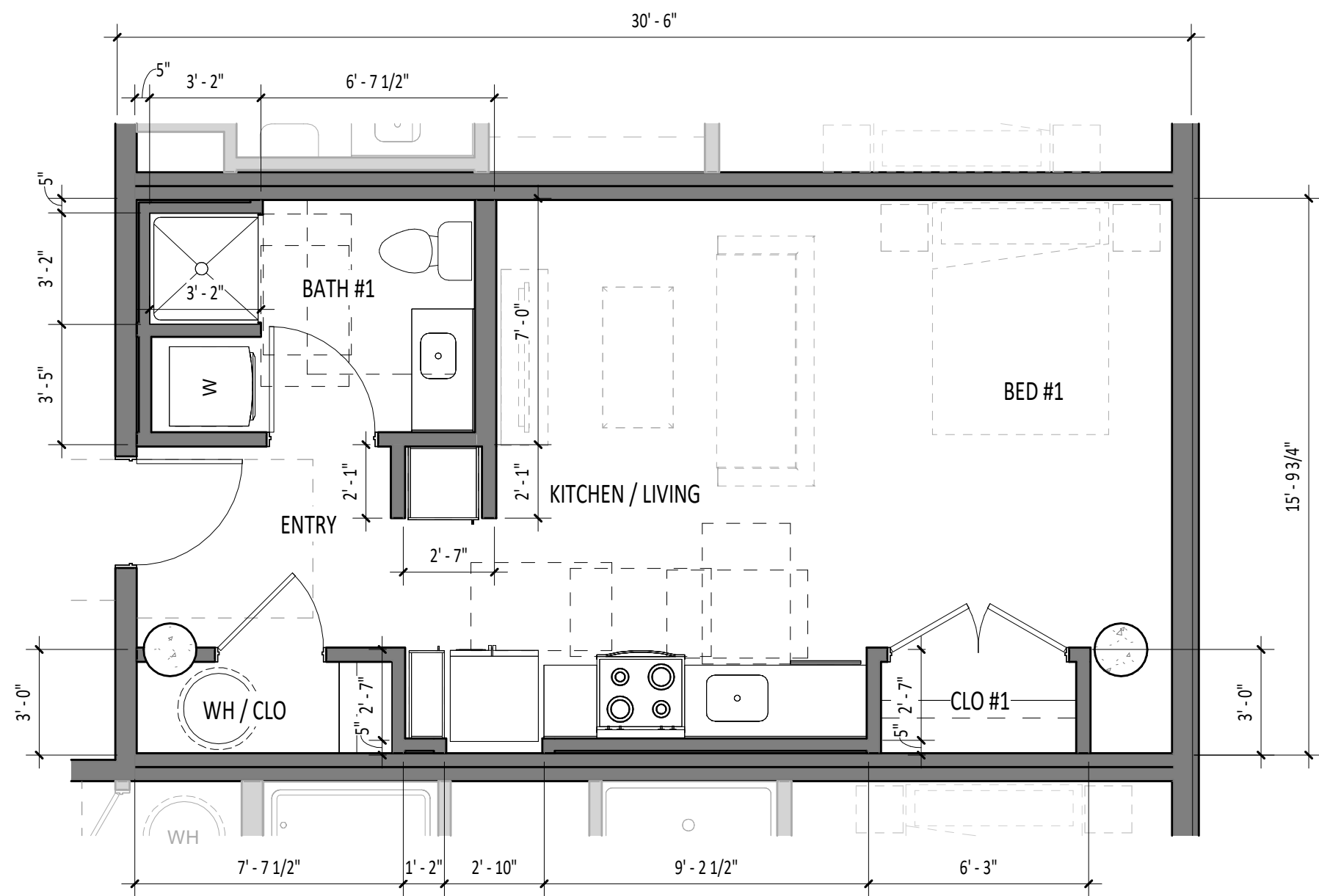


ENLARGED UNIT PLAN - UNIT TYPE S4 (STEEL STUD)



ENLARGED UNIT PLAN - UNIT TYPE S4.1 (STEEL)

* 1 UNIT OCCURS ON LEVEL 2



ENLARGED UNIT PLAN - UNIT TYPE S5 (STEEL)

* 1 UNIT OCCURS ON LEVEL 2

CONCEPT UNIT PLANS (STEEL) - STUDIO UNITS

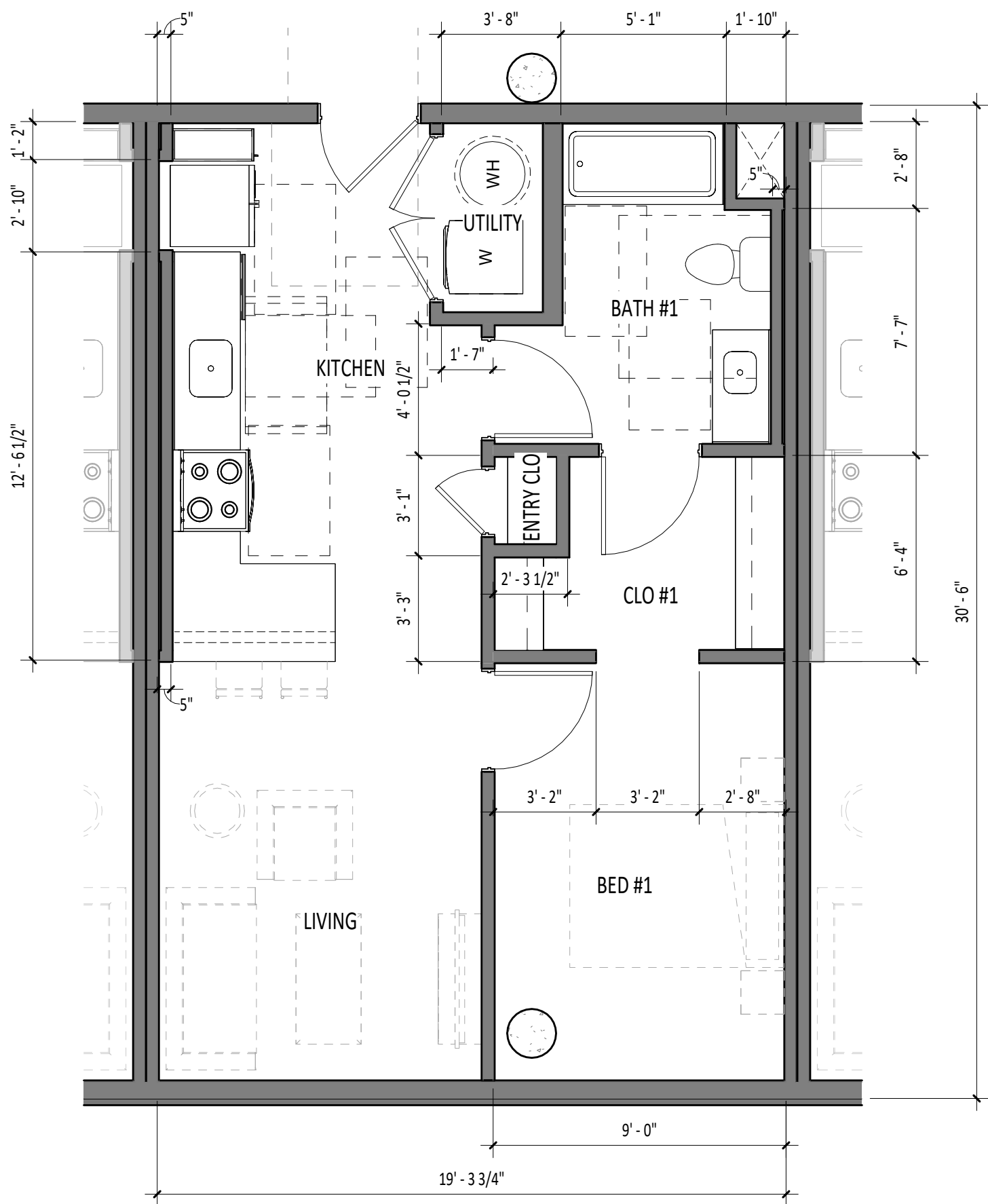
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BLOCK 69N

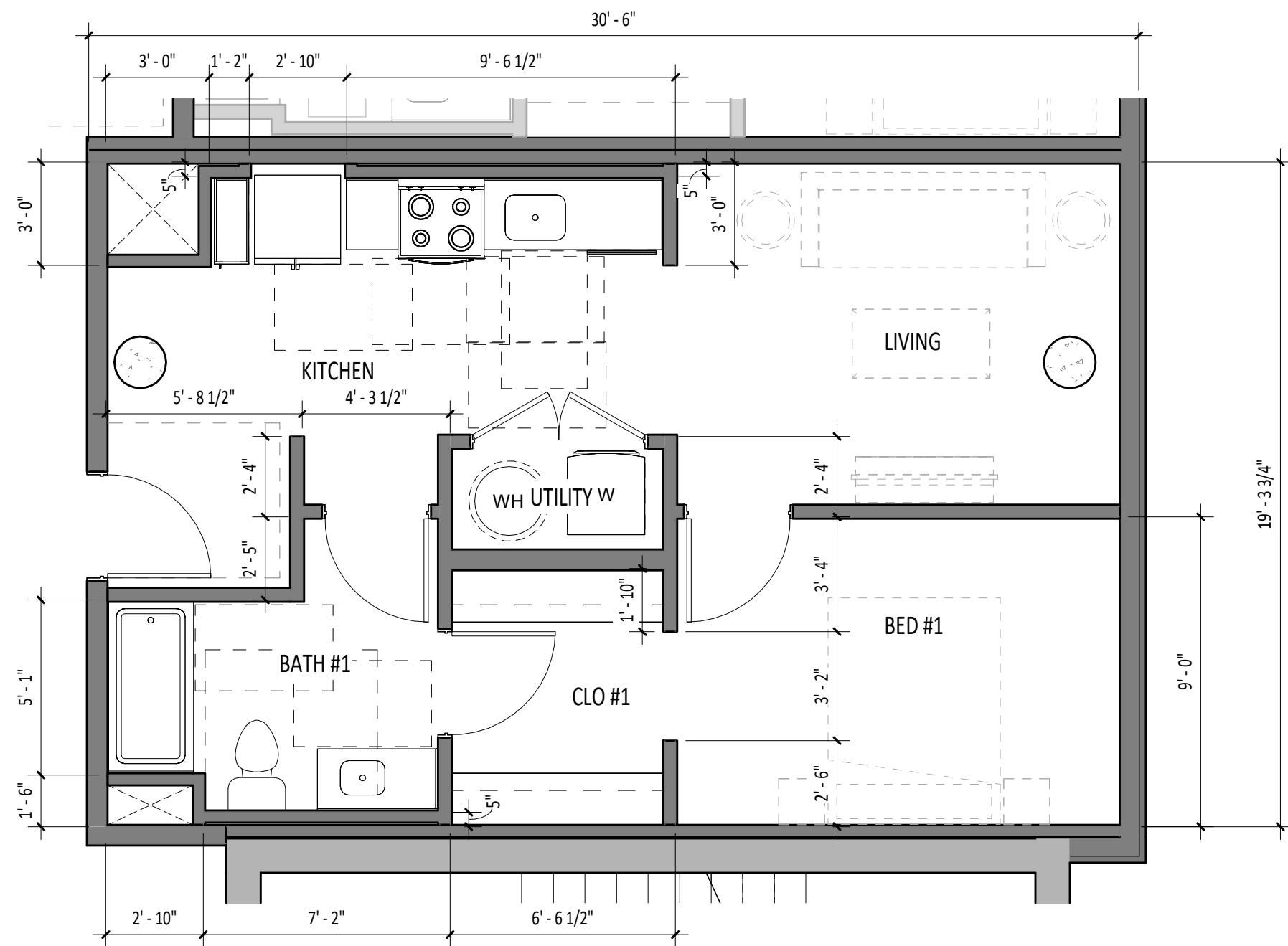
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PROJECT ADDRESS: BOISE, IDAHO



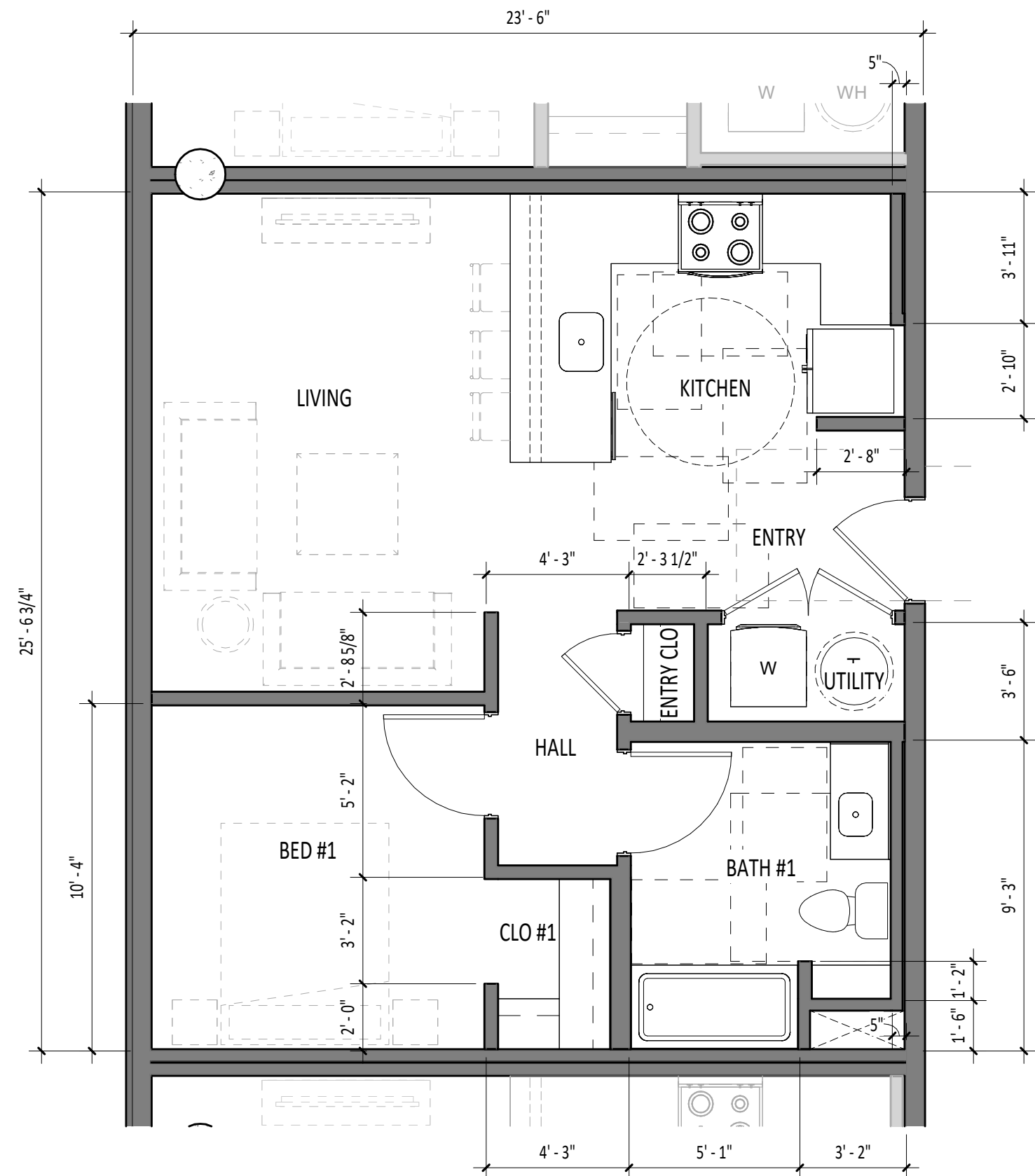


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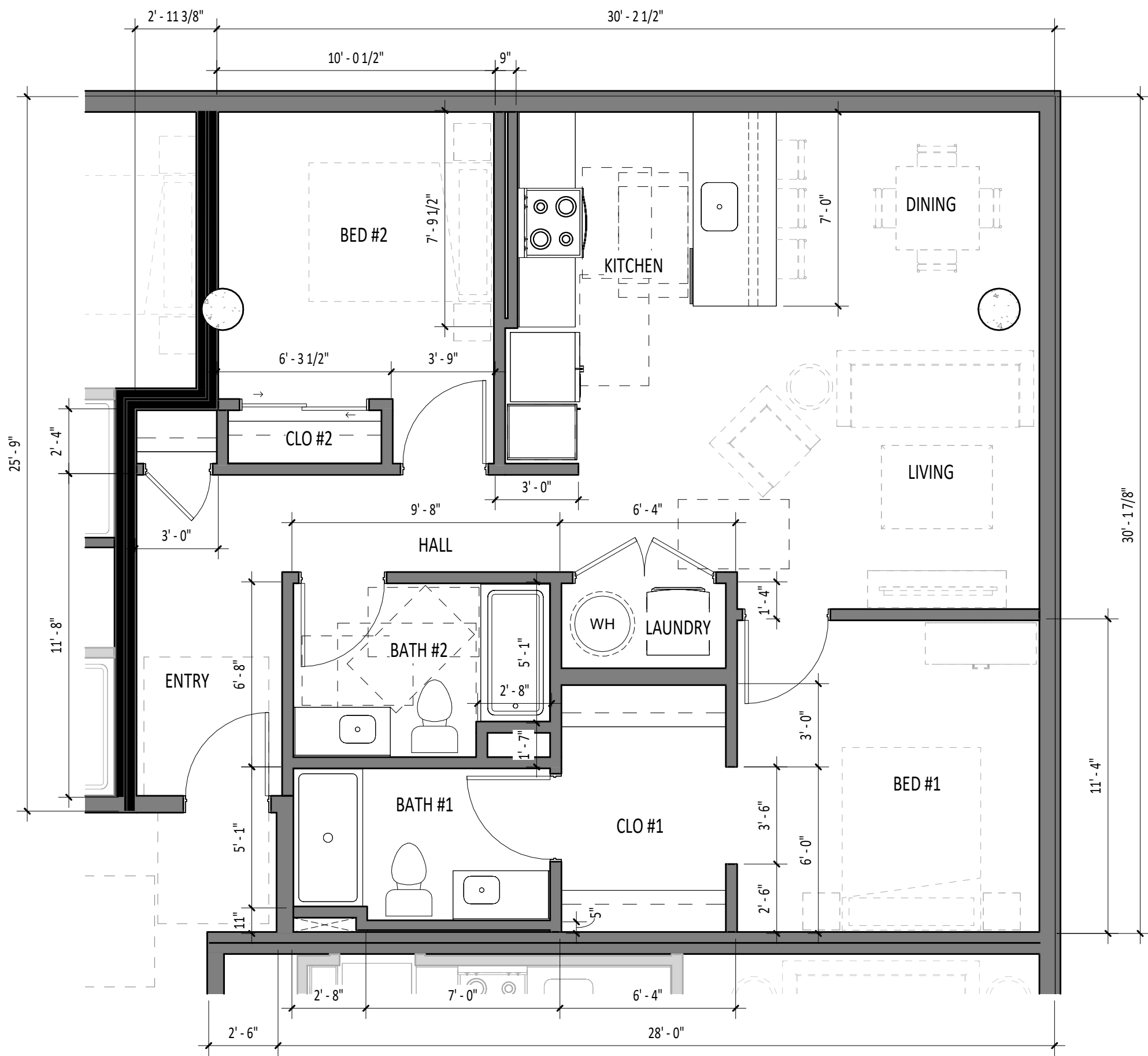


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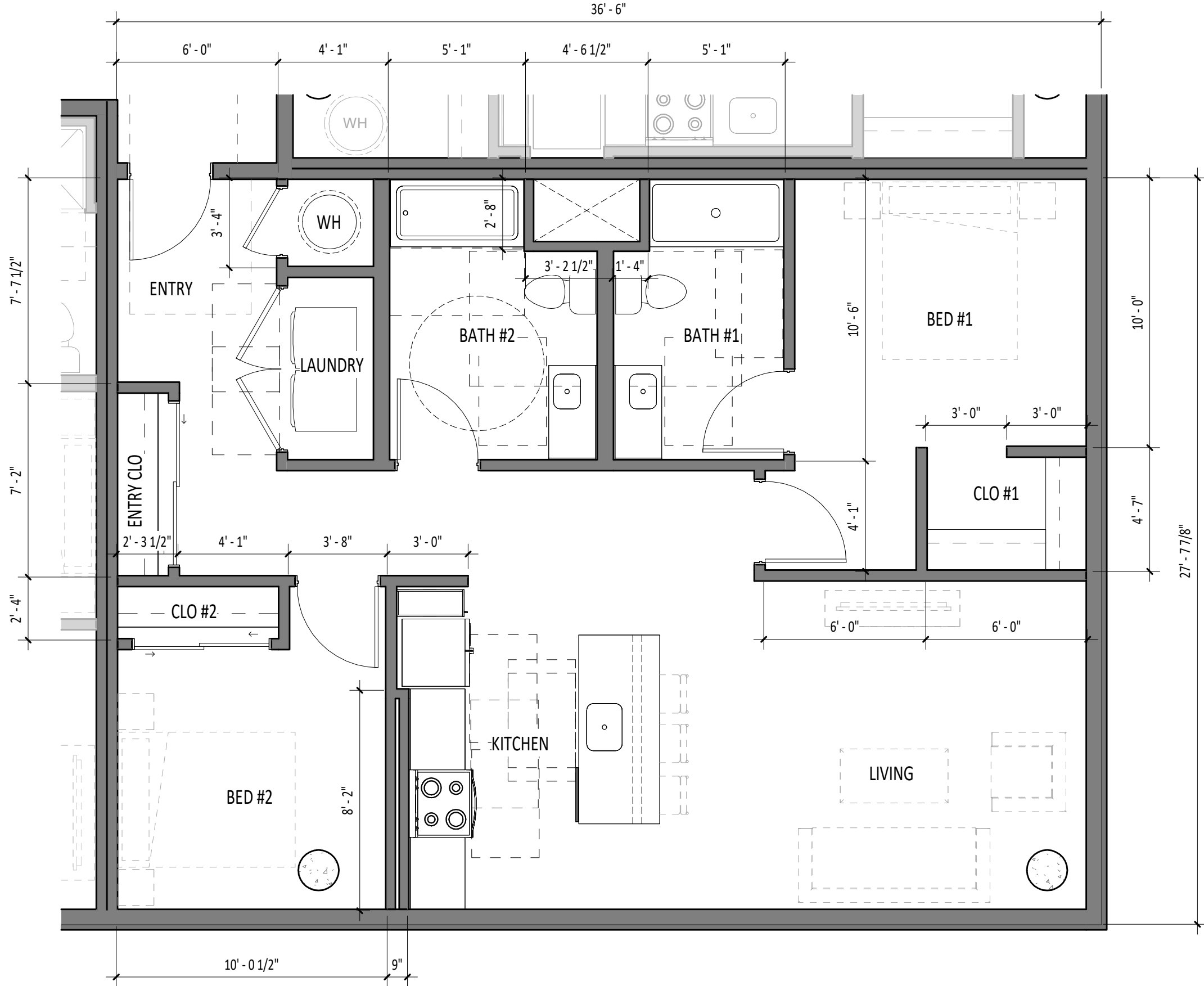
* 2 UNITS OCCUR ON LEVEL 2



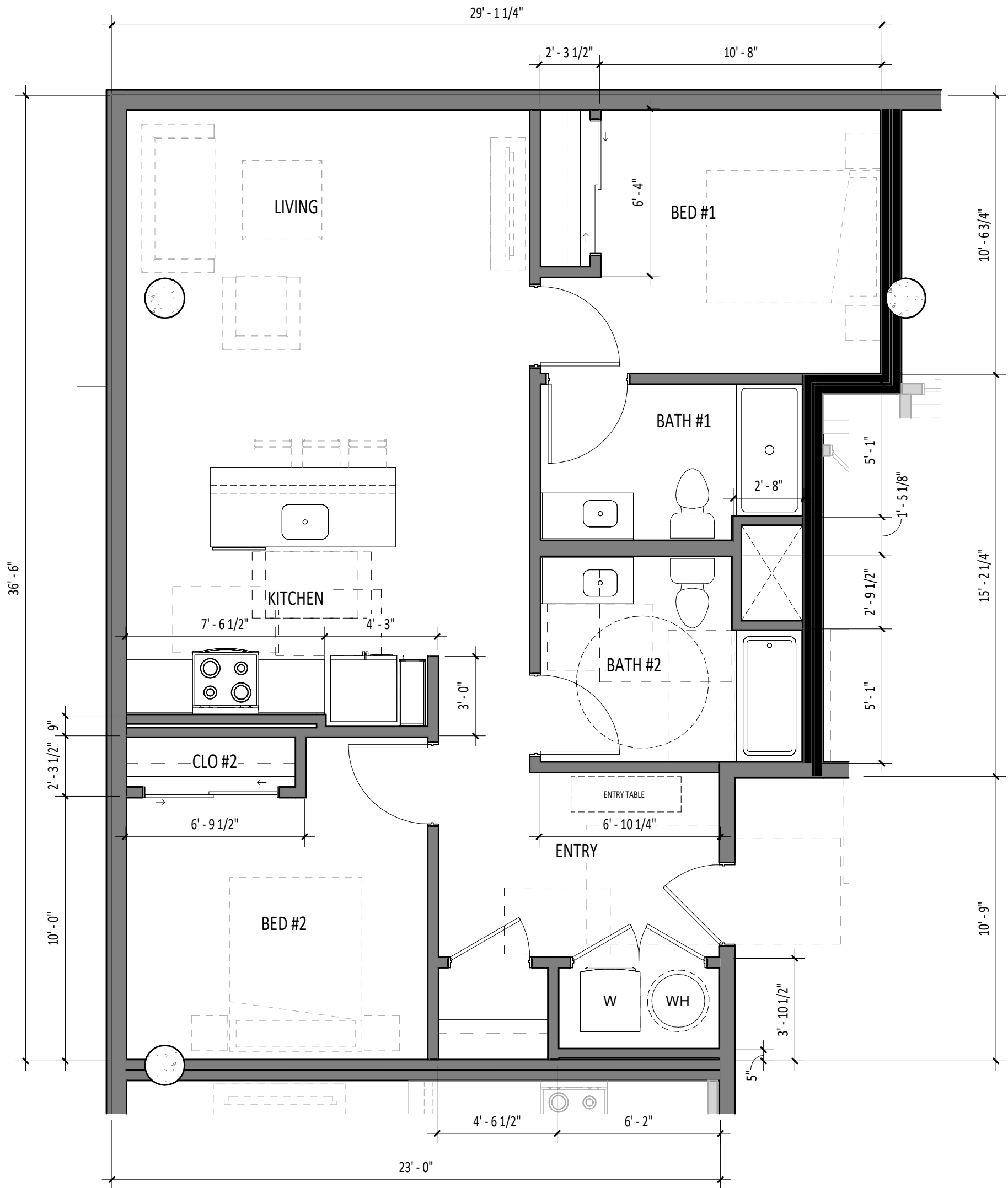
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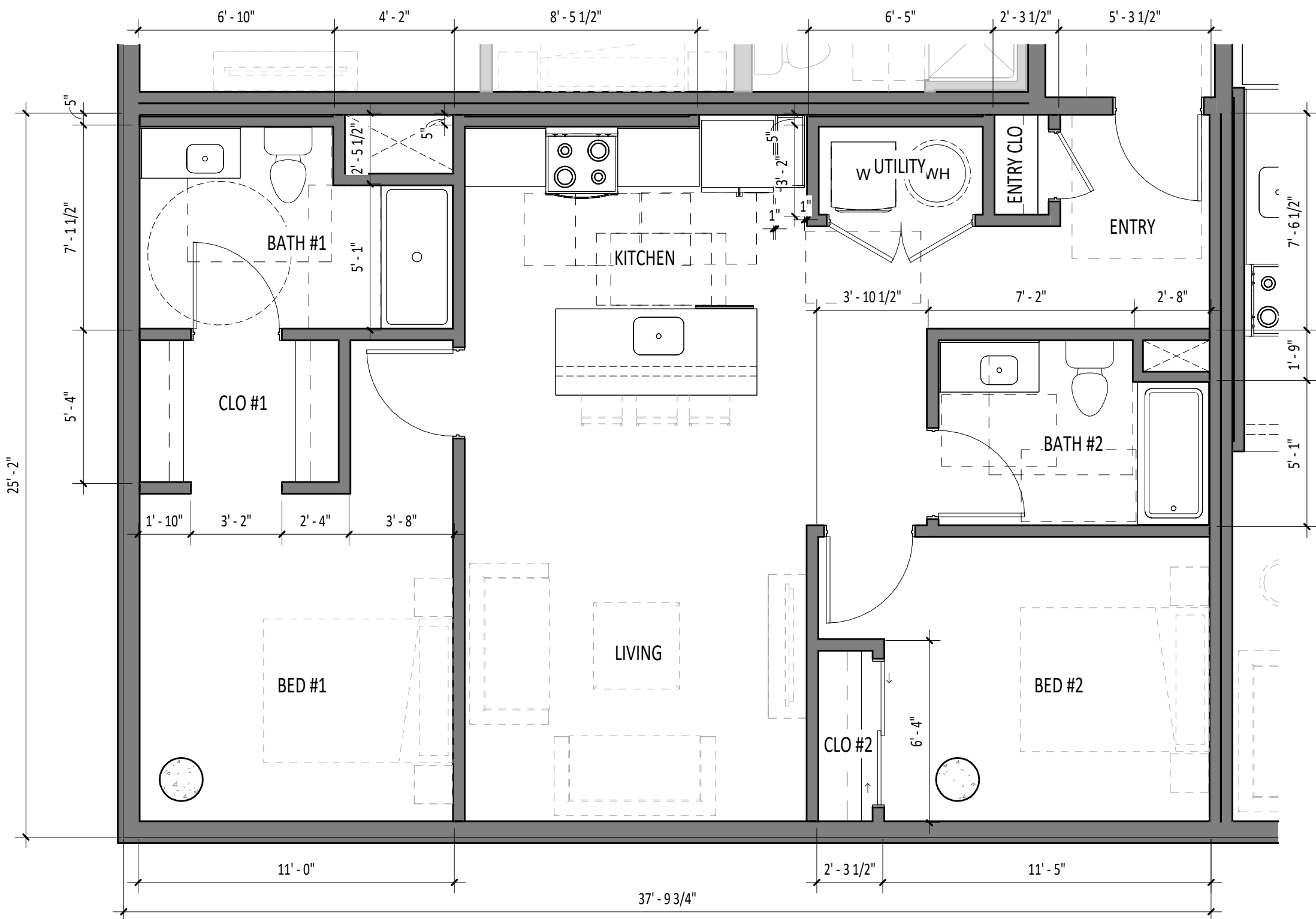
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ENLARGED UNIT PLAN - UNIT TYPE B2 (STEEL)



ENLARGED UNIT PLAN - UNIT TYPE B3 (STEEL)



ENLARGED UNIT PLAN - UNIT TYPE B4 (STEEL)

CONCEPT UNIT PLANS (STEEL) - 2 BED UNITS

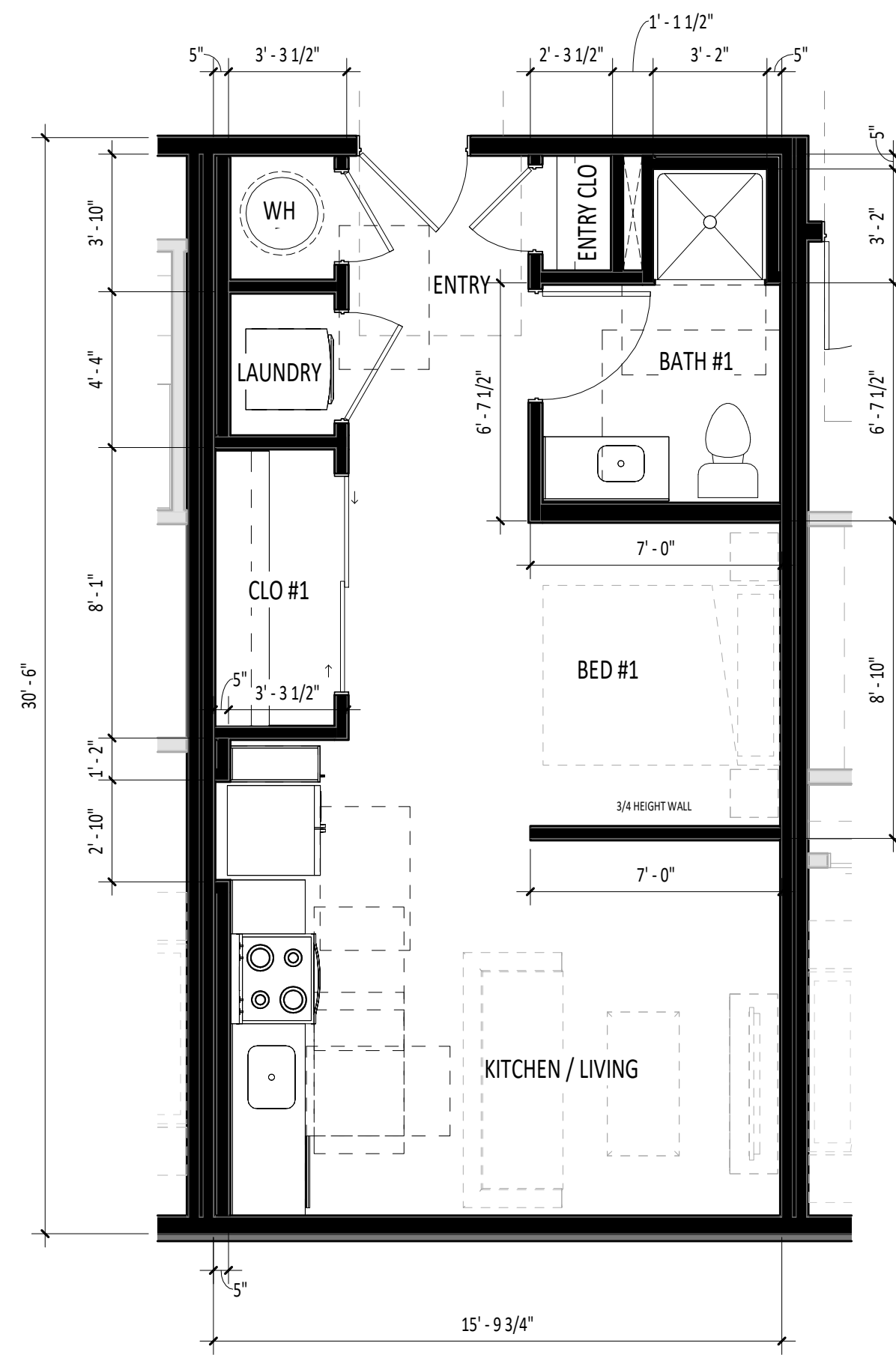
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BLOCK 69N

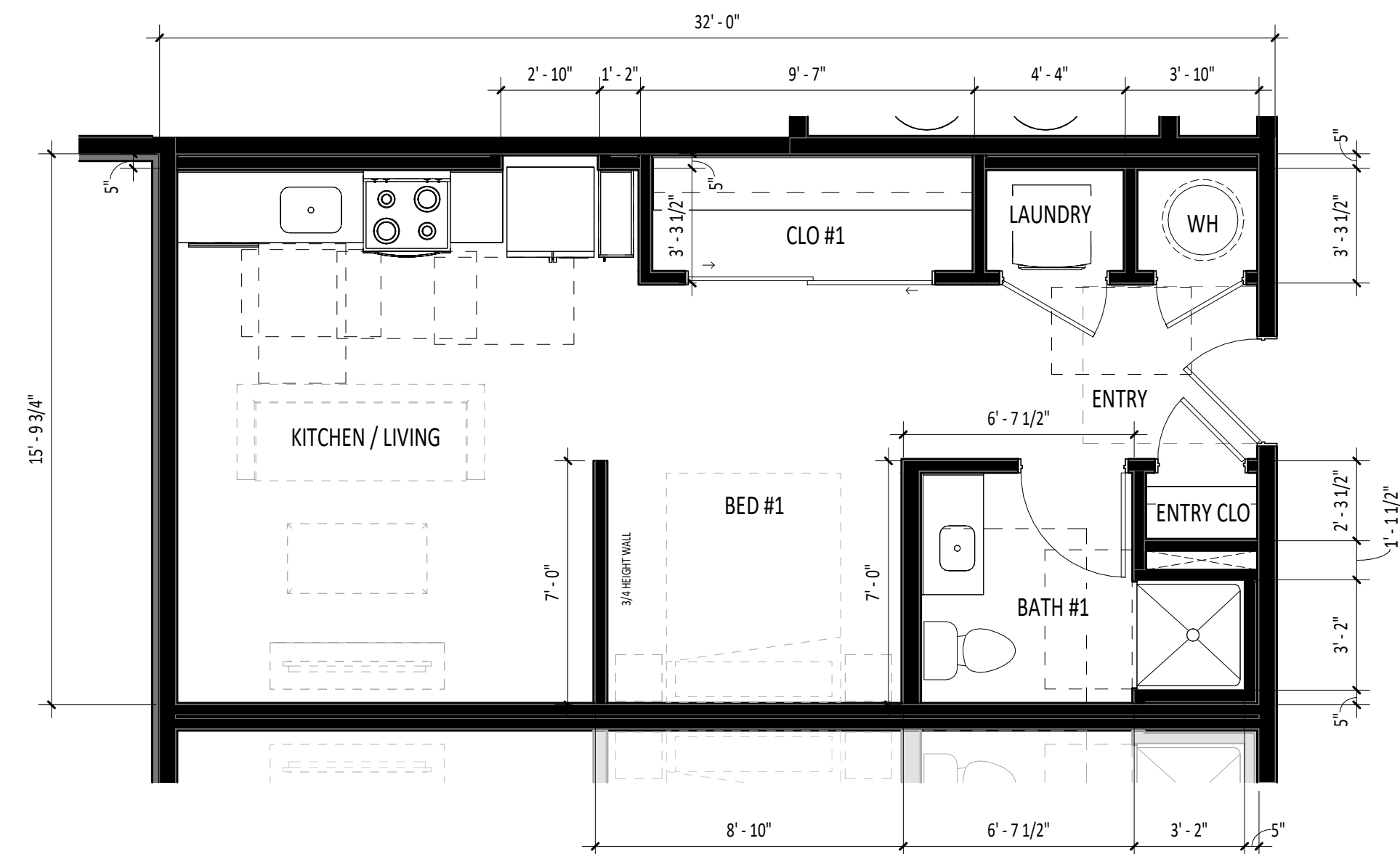
DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO

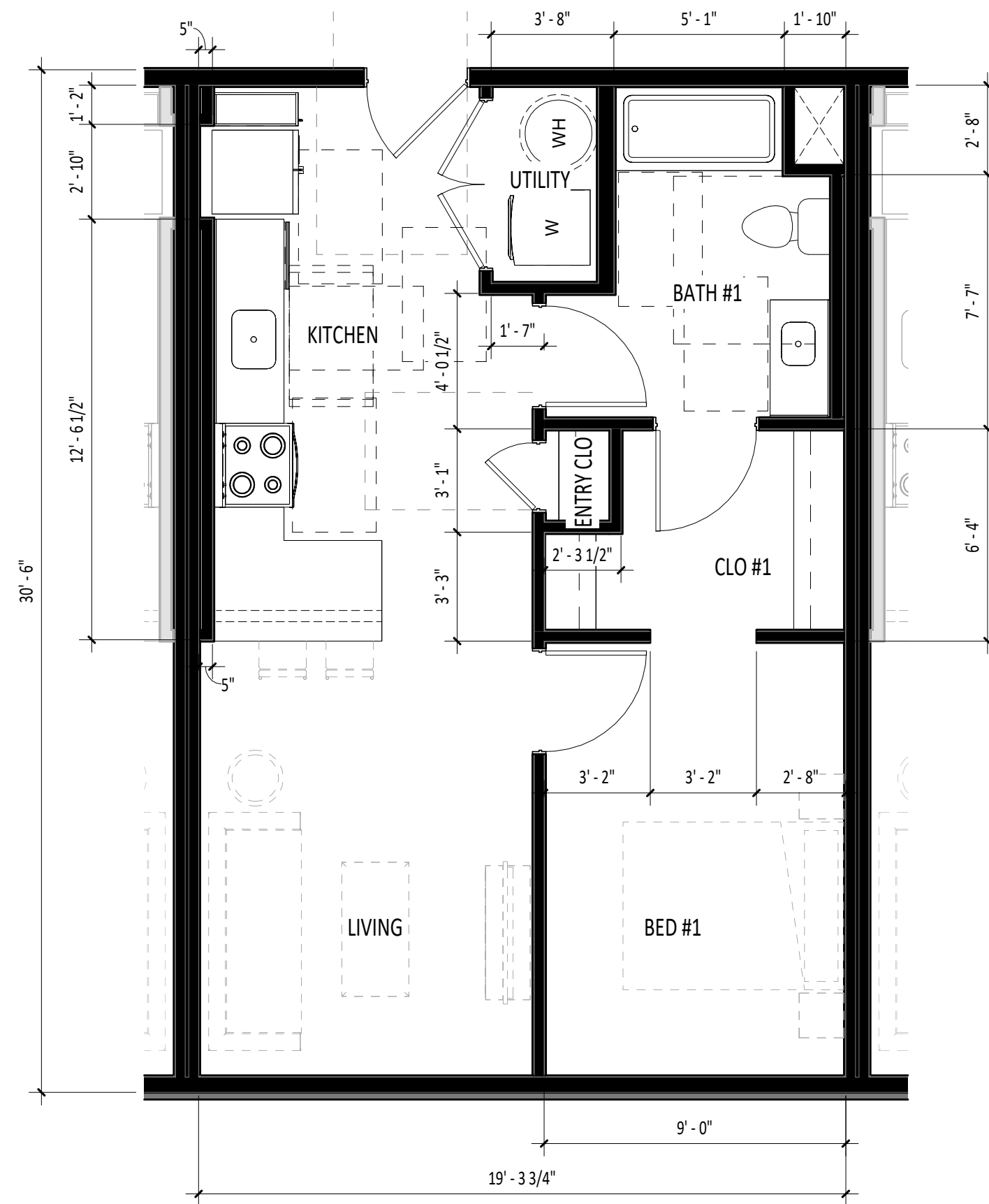




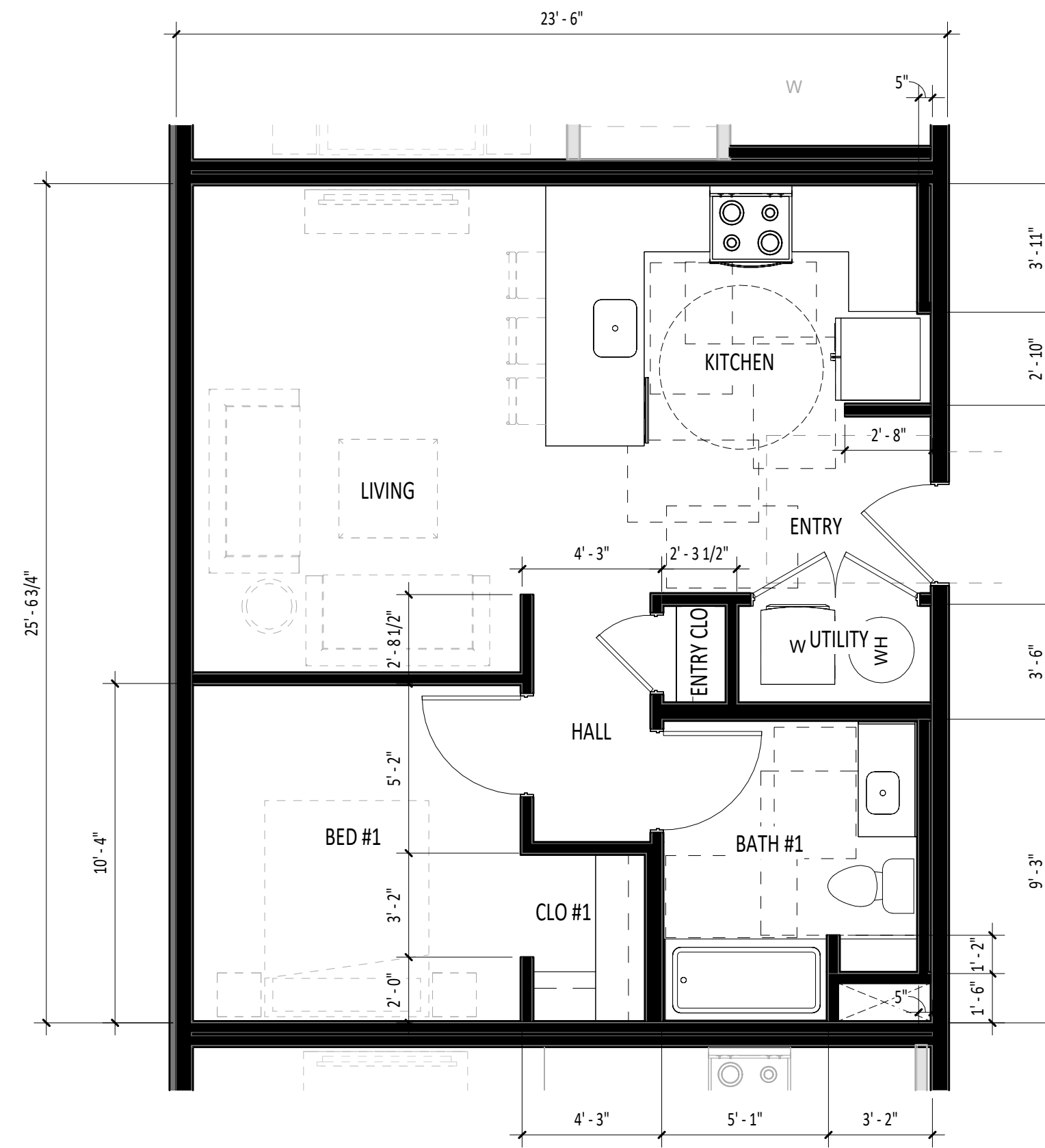
ENLARGED UNIT PLAN - UNIT TYPE S1 (WOOD)



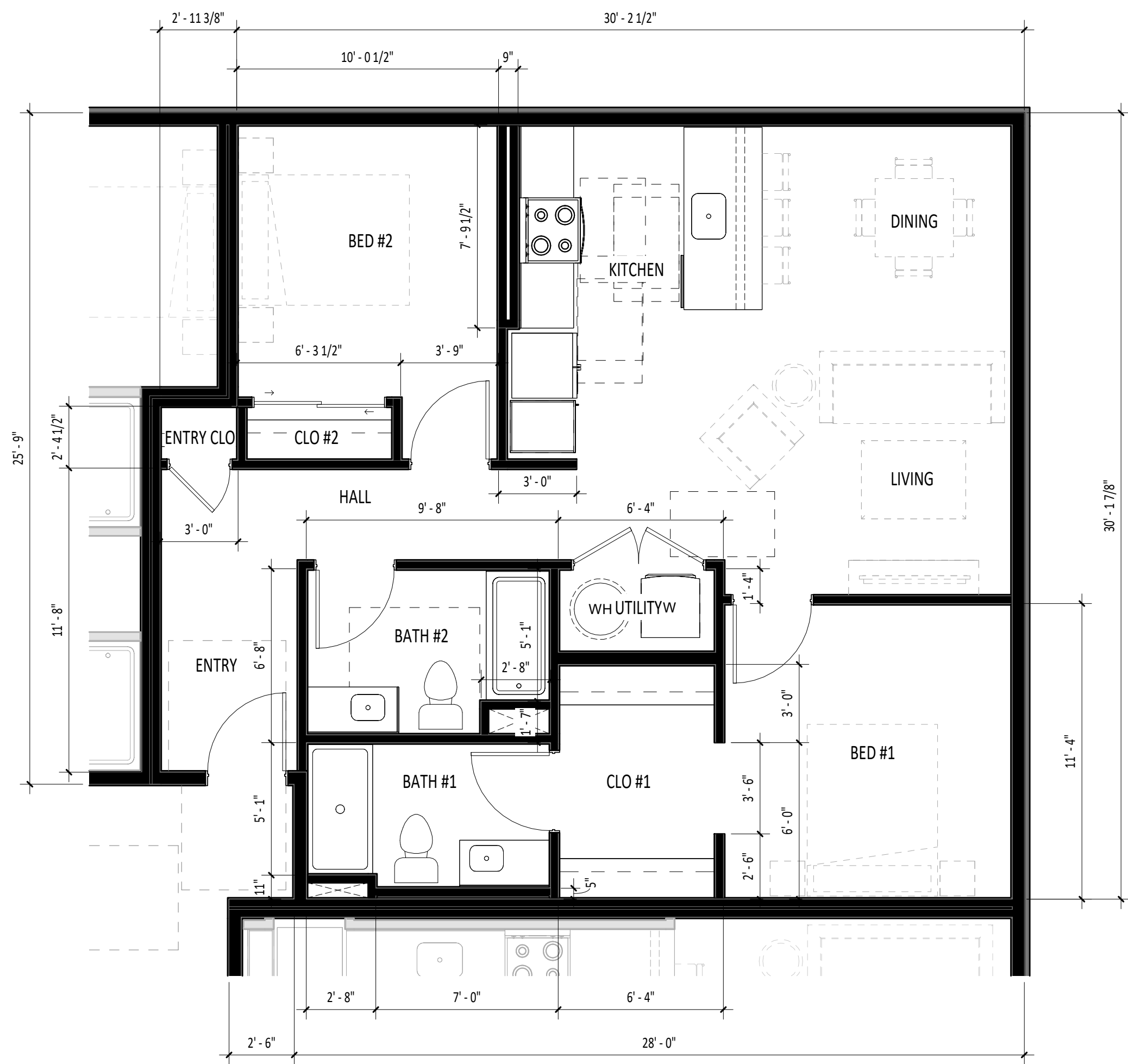
ENLARGED UNIT PLAN - UNIT TYPE S4 (WOOD)



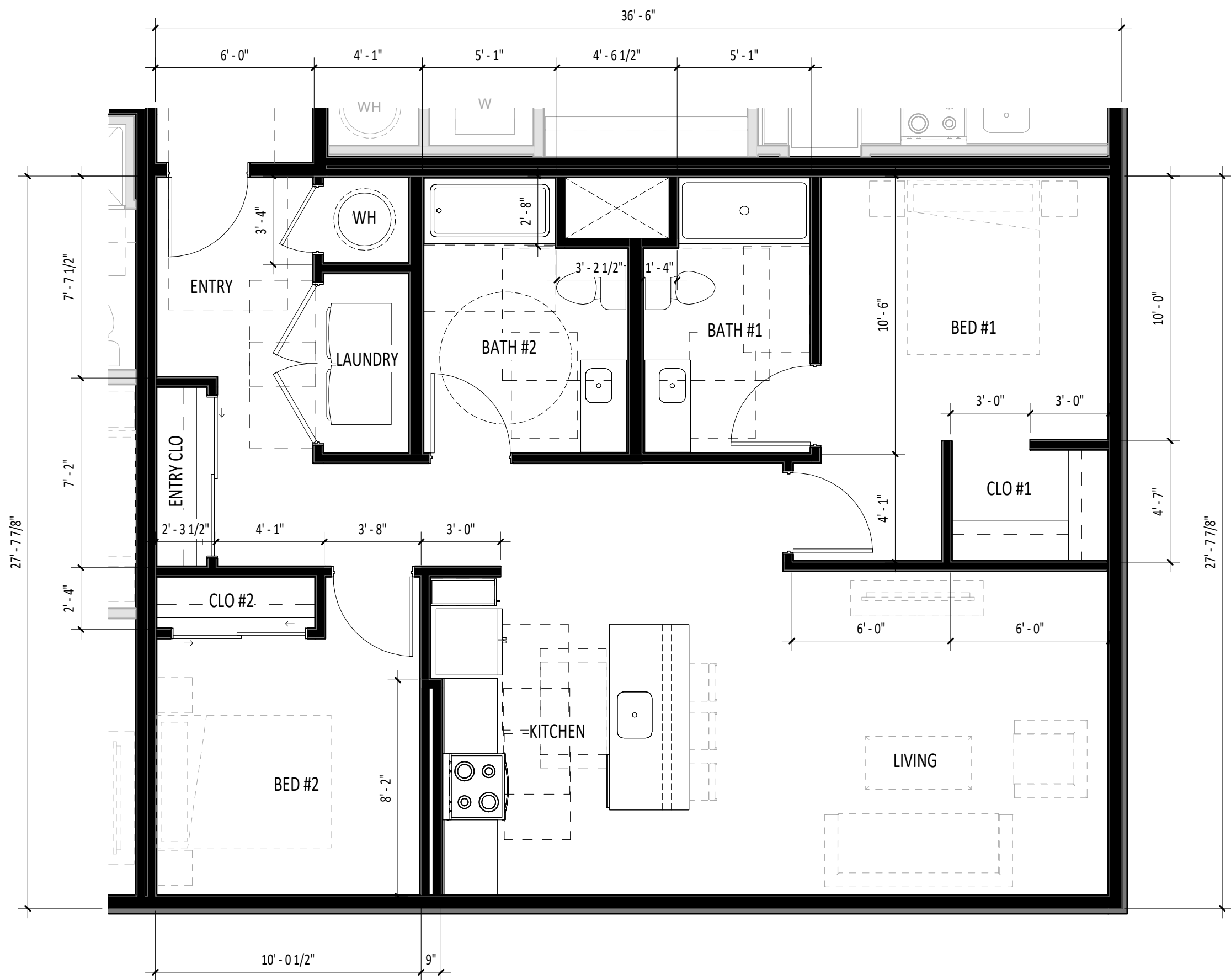
ENLARGED UNIT PLAN - UNIT TYPE A3 (WOOD)



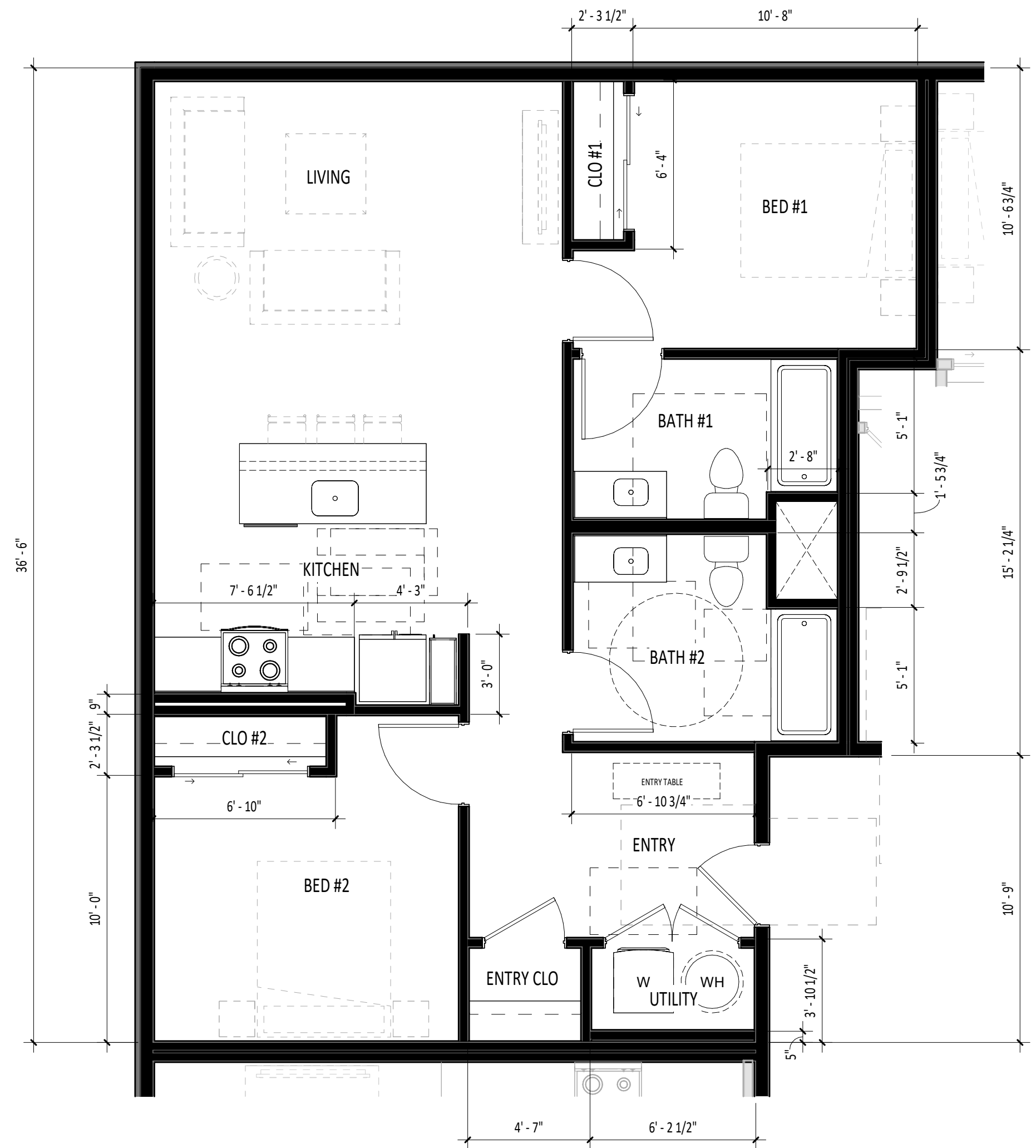
ENLARGED UNIT PLAN - UNIT TYPE A2 (WOOD)



ENLARGED UNIT PLAN - UNIT TYPE B1 (WOOD)



ENLARGED UNIT PLAN - UNIT TYPE B2 (WOOD)



ENLARGED UNIT PLAN - UNIT TYPE B3 (WOOD)

CONCEPT UNIT PLANS (WOOD) - 2 BED UNITS

SCALE: 1/4" = 1'-0"

BLOCK 69N

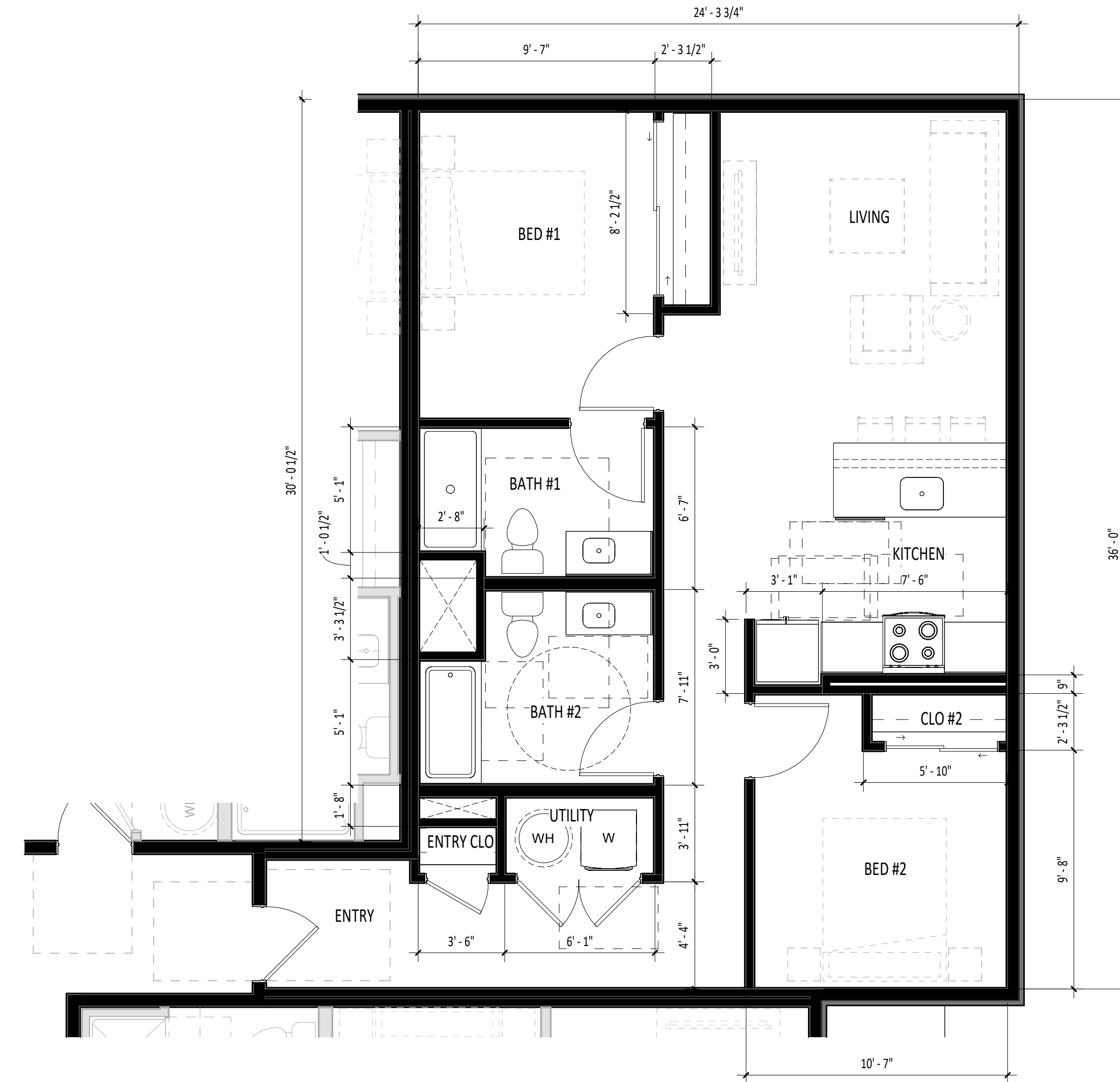
DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO





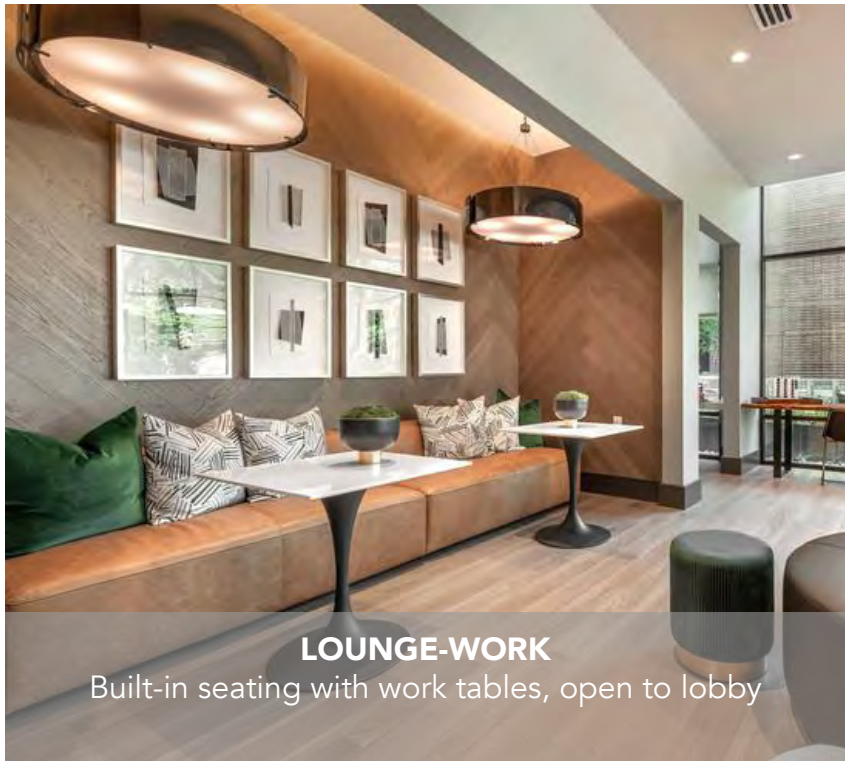
ENLARGED UNIT PLAN - UNIT TYPE B4 (WOOD)



ENLARGED UNIT PLAN - UNIT TYPE B5 (WOOD)

Attachment 5

[See Below]



LOUNGE-WORK

Built-in seating with work tables, open to lobby



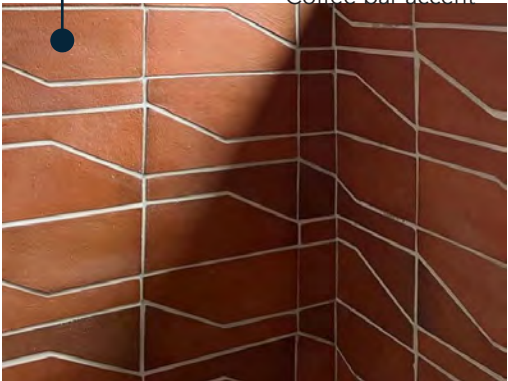
HUDDLE ROOM

Private space with work surface



WOOD WALL PANEL

Bamboo screen



WALL TILE

Coffee bar accent



COFFEE BAR

Wood paneling with green wall



CORRIDOR

Activate main circulation path with colorful metal accents & plants



MAIL

Open space, viewed through exterior storefront
Biophilic feature above mail units



ELEVATOR

Recessed lighting cove at perimeter of elevator bank



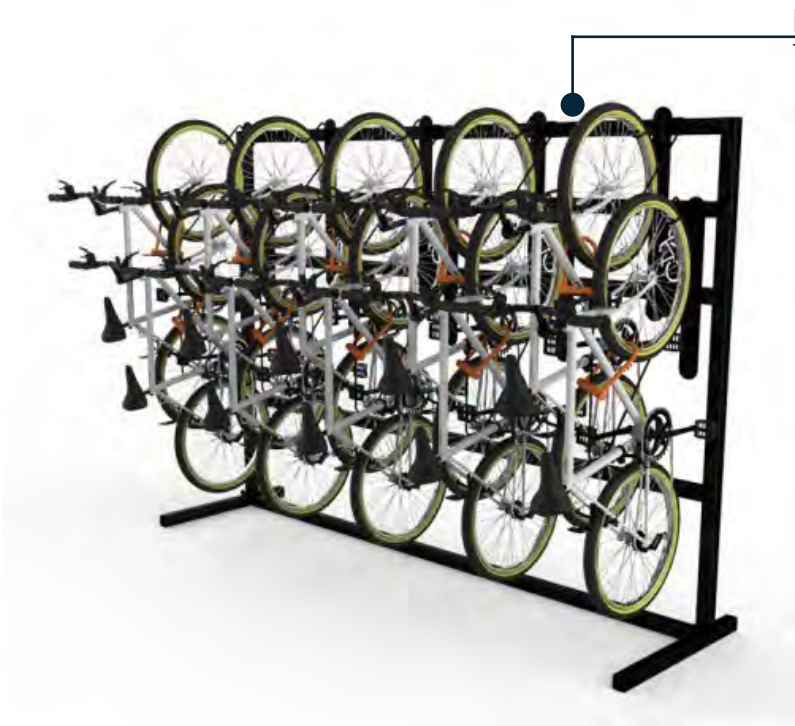
EXTERIOR PATIO

Built-in planters
Variety of seating options to link amenity spaces on either side



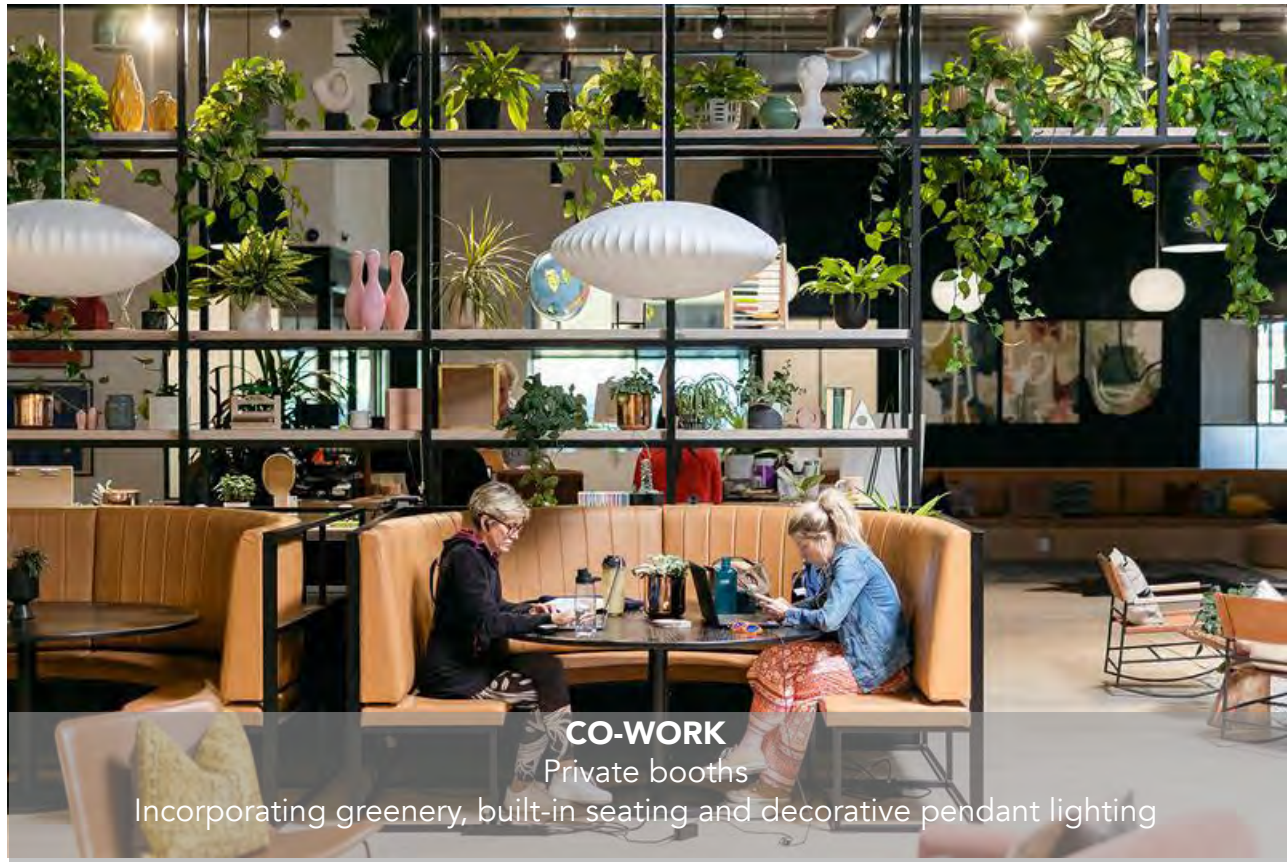
BIKE STORAGE

Feature lighting
Wood accent wall



BIKE RACKS

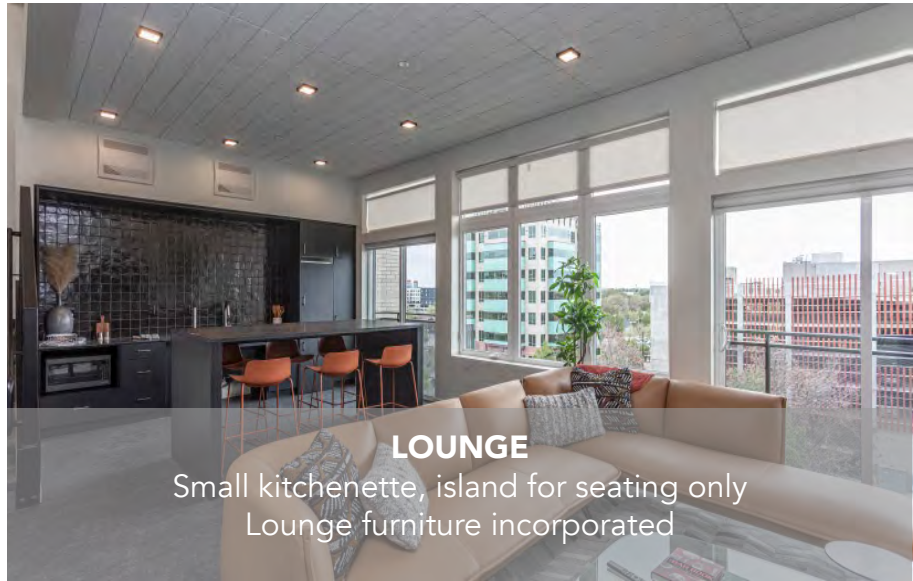
Two-tier metal rack system



CO-WORK

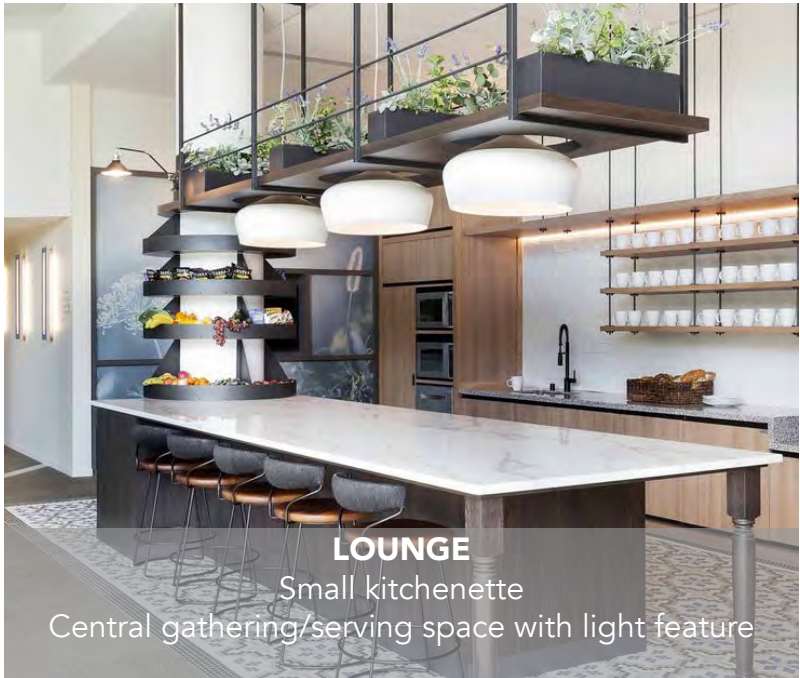
Private booths

Incorporating greenery, built-in seating and decorative pendant lighting



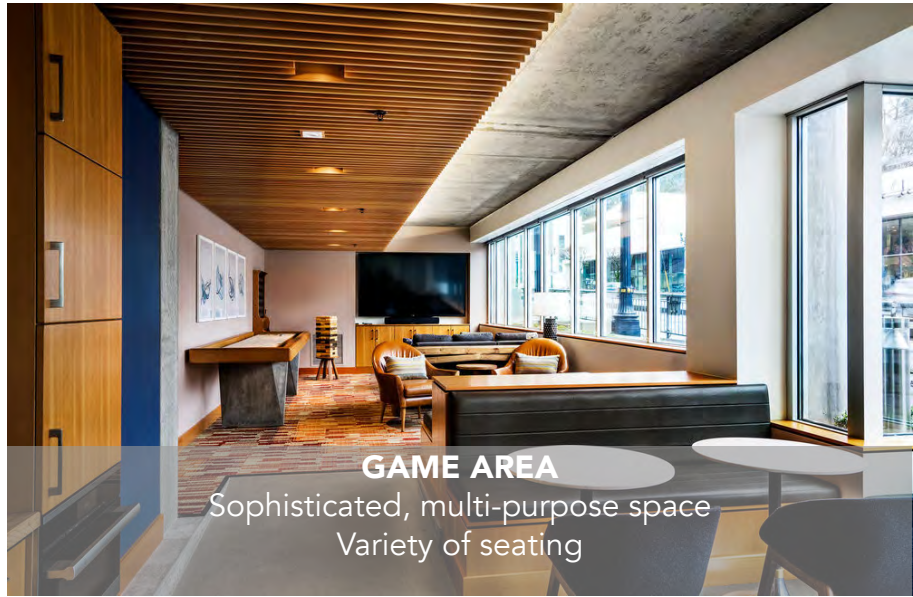
LOUNGE

Small kitchenette, island for seating only
Lounge furniture incorporated



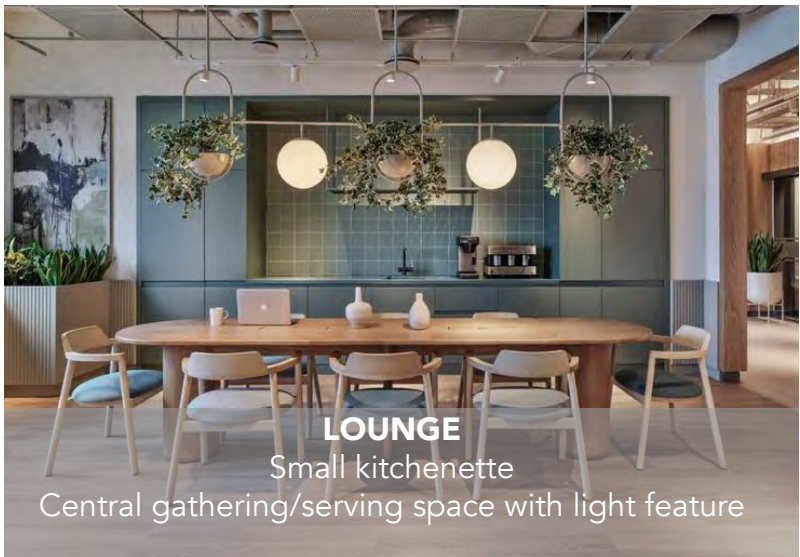
LOUNGE

Small kitchenette
Central gathering/serving space with light feature



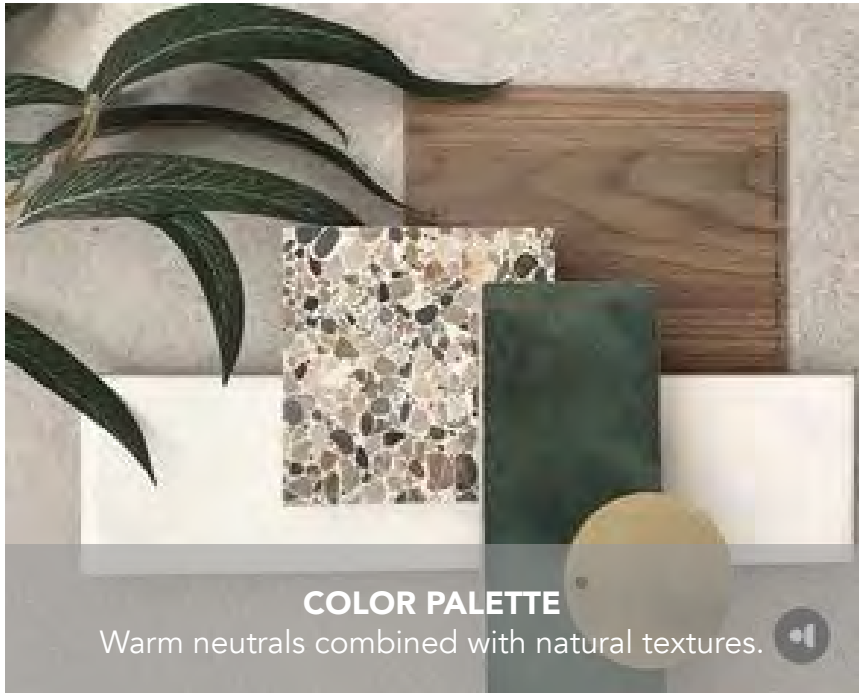
GAME AREA

Sophisticated, multi-purpose space
Variety of seating



LOUNGE

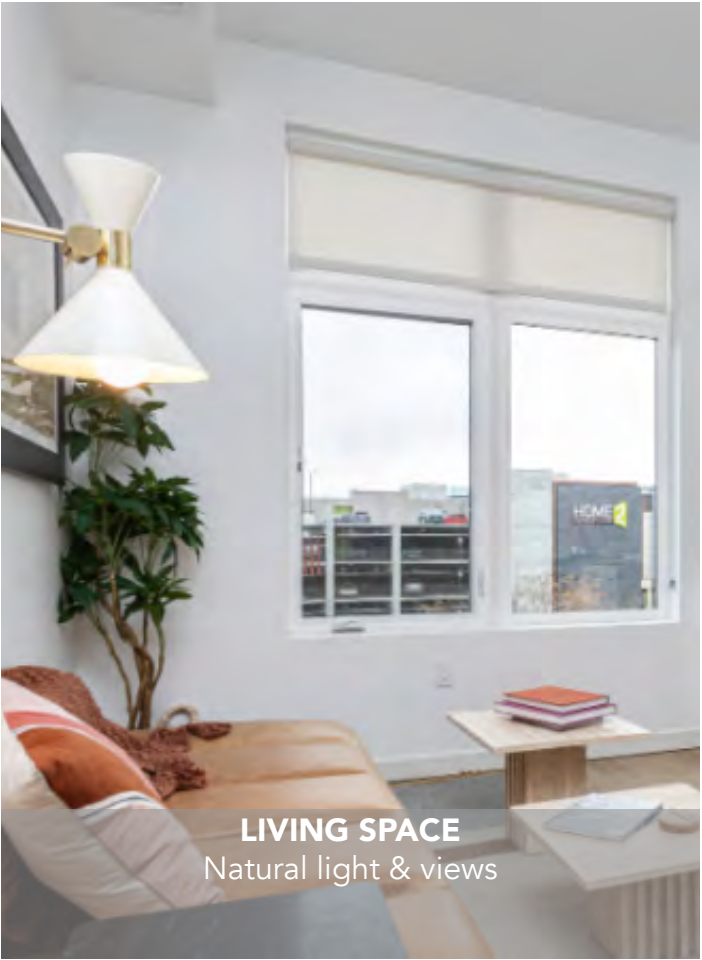
Small kitchenette
Central gathering/serving space with light feature



KITCHEN BACKSPLASH
Tile size & finish variation to create pattern



UNIT FLOORING
Linoleum plank



Attachment 6

Block 69N

10/16/2023

Unit Size Square Footage

	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>	<u>Design Development</u>	<u>Final Construction</u>
By Type: (SF)					
Micro Studio	n/a	371	n/a		
Studio	550	474	503		
Open 1 Bedroom	n/a	550	n/a		
One Bedroom	650	630	601		
One Bedroom + Den	n/a	675	n/a		
Two Bedroom	850	950	952		
Walk-Up	n/a	n/a	621		
Average Unit Size	623	647	649		

Revised in response to staff question/comment as shown on following page

Block 69N**11/2/2023****Unit Size Square Footage**

	<u>Proposal Submission</u>	<u>DDA Revision</u>	<u>Schematic Design</u>	<u>Design Development</u>	<u>Final Construction</u>
By Type: (SF)					
Micro Studio	n/a	371	n/a		
Studio	550	474	503		
Open 1 Bedroom	n/a	550	n/a		
One Bedroom	650	630	601		
One Bedroom + Den	n/a	675	n/a		
Two Bedroom	850	950	952		
Walk-Up-G1	n/a	n/a	793		
Walk-Up-G2	n/a	n/a	922		
Average Unit Size	623	647	654		

Attachment 7

This project benefits of many of the mobility programs from the City of Boise, Ada County Highway District, and the Capital City Develop Corpora" on. The project will leverage these safe, equitable, comfortable, convenient and accessible transporta" on strategies with a focus on pedestrian, cyclist, and transit mobility in the following ways:

- The property's street frontages will be enhanced to meet Downtown Boise Streetscape Standards with amenities that improve the pedestrian experience, such as street trees, pedestrian scaled lighting and site furnishings. Additionally, standard bike racks will be installed in the furnishings zones to promote bike transportation.
- The project integrates into Capital City Development Corporation's and Ada County Highway District's 11th Street Bikeway improvements, providing enhanced regional connectivity for bike transportation. Interior bike storage will also be located off the 11th Street frontage to improve access to this amenity and reduce the potential for pedestrian-bike or bike-vehicle conflicts.
- The project's primary entrances are on the State St corridor to provide efficient access to the current bus routes and future improvements along State St as the City's preferred multi-modal transportation corridor.
- On-site improvements, and interior building uses, at street level will activate the adjacent street frontages, improving the pedestrian experience. Plazas at the building entries provide semi-public gathering opportunities to activate the street. The project is also considering the installation of murals on the building façade to activate the pedestrian frontage and experience.
- The project intends to provide permeable pavers and overhead lighting in the alley behind the building for placemaking and to reframe the corridor as infrastructure for all, not just vehicles and service uses.
- All entrances to the building and the hardscape around the building will be ADA compliant to ensure access for all.

Attachment 8

The team has developed a preliminary LEEDv4 Silver scorecard and approach to the Boise Green Building Code.

To prioritize alternative transportation to and from the site, the project has been designed with pedestrian hardscape connecting all main entries to City sidewalks. Street trees will be provided to enhance the buffer between the right of way and pedestrian circulation. Local bus routes have been identified to explore opportunities to enhance wayfinding and connectivity on site.

To further reduce the greenhouse gas emissions associated with vehicle use, the project will incorporate a minimum of 20% future EV charging by providing conduit and dedicated panel space. This supersedes the LEED requirement.

Bike Racks will be provided to meet the City of Boise's requirements while also meeting the threshold for the LEED Bicycle Facilities credit, whichever is more stringent. The team is currently analyzing the anticipated occupancy patterns of the building to establish these counts. Circulation patterns for the facility have been identified to make bike commuting easy for occupants by ensuring interior bike parking is at a central location from the main entry.

The Block 69N building will include recycling infrastructure to accommodate paper, cardboard, glass, metal, and plastics at minimum as required by the LEED Storage and Collection of Recyclables prerequisite along with storage for batteries, e-waste, and mercury containing lamps. The team continues to explore opportunities for incorporating composting facilities as a best practice.

Our team targets a 40% indoor water use savings relative to the LEED baseline by utilizing high efficiency flow and flush fixtures throughout the building. A 50% outdoor water use savings has also been established as a goal by planning for a high efficiency irrigation system along with the use of native and adaptive plantings. We are continuing to explore solutions for infiltrating stormwater onsite to maximize our potential for the LEED rainwater management credit.

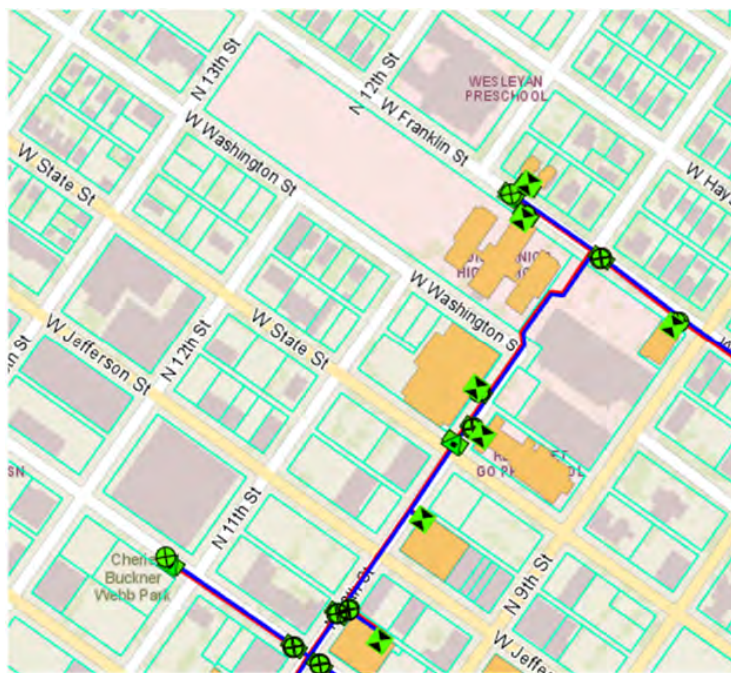
The electrification of building HVAC systems utilizes highly efficient heat pumps continues to be discussed with a plan to provide individual electric hot water heaters to support the decarbonization of the development. The building will be solar ready at minimum. Meeting the sustainability and carbon reduction goals of the project drove the team to pursue an all-electric design. Air-source split heat pumps can provide performance rivaling that of water-source or ground-source heat pumps at a fraction of the first cost. Ground-loop (geothermal) and project-wide energy and utility systems will be analyzed further during the design process.

Attachment 9

Geothermal systems have been discussed and evaluated collectively at length, and our team continues to actively research and evaluate feasibility for Building Heating, Domestic Water Heating, and Snow-melt uses. Previous multi-family mixed use system analysis has proven to be cost-prohibitive to the project, primarily due to the up-front costs associated with a “Non-Beneficial” service extension (as quoted from City of Boise Geothermal Coordinator at approximately \$100,000-\$150,000) and the need for a redundant back-up mechanical systems.

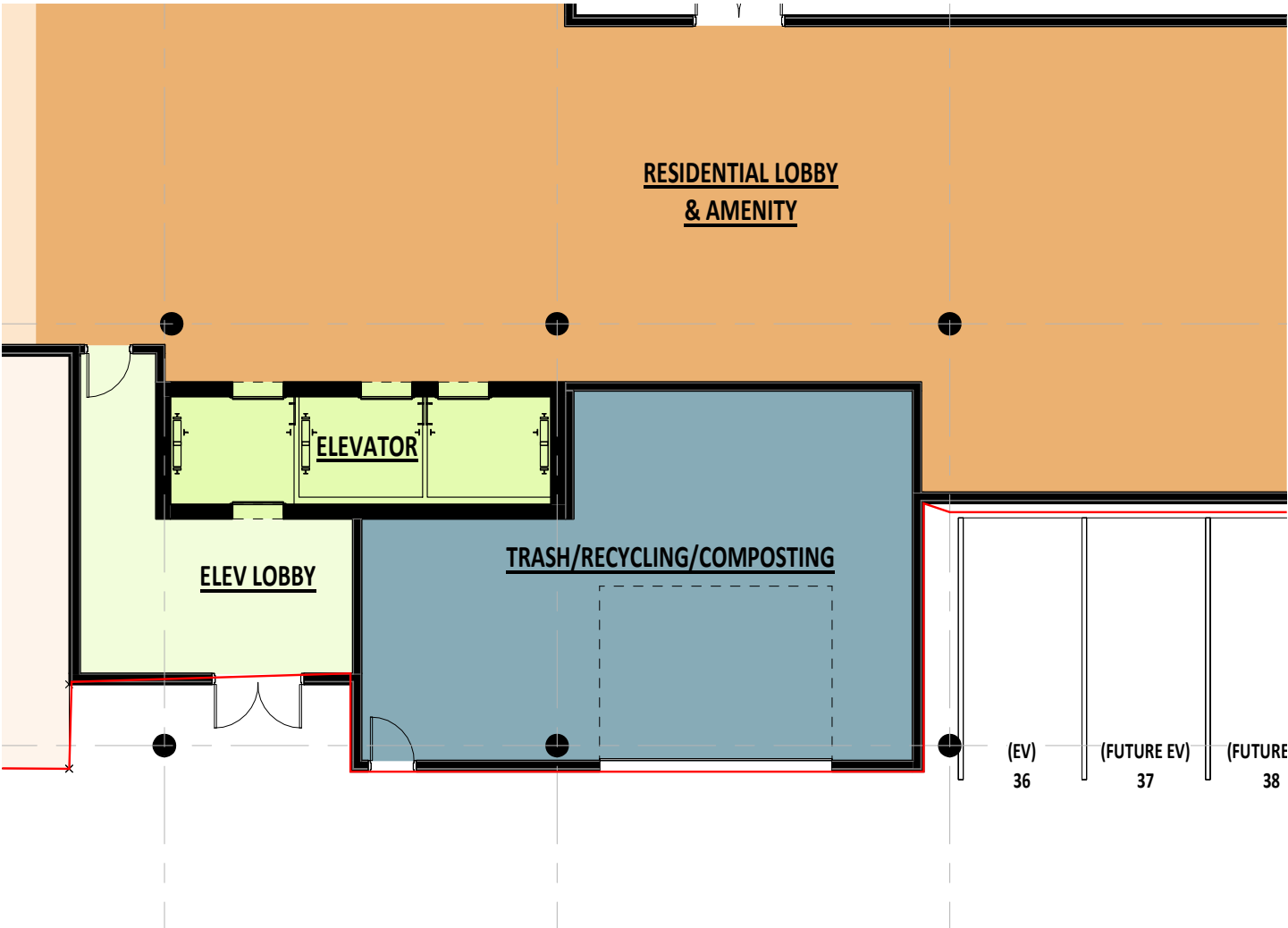
While a significant portion of extension construction expenses can be recovered back to the building owner through usage credits, the estimated timeframe on a full return for the extension would be 10 years. These metrics and systems will be further explored for this project.

While the City of Boise maintains a Geothermal system with low downtime, consideration must be made for market service requirements, adjacent development projects, and additional serviceability of the system in the building for the life of the system. Additional and redundant plumbing and mechanical equipment may be required for consistent market service. These additional, undefined values are not included in the City of Boise’s \$100,000-\$150,000 estimate. This is an area we plan to continue to coordinate both internally as a project team and with the City of Boise’s Geothermal representatives.



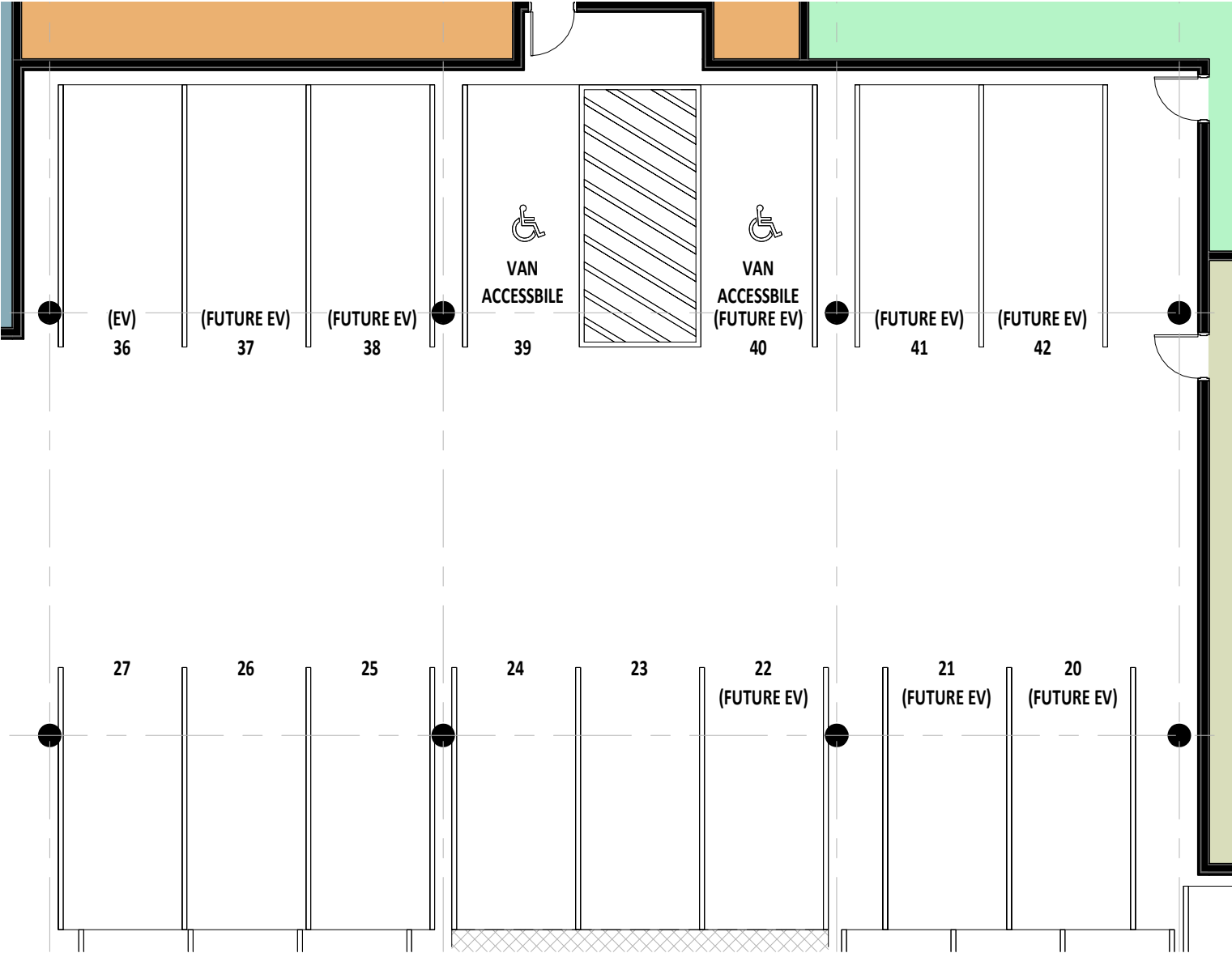
Attachment 10

See SD plan snip below for location of Level 1 trash, recycling and potential compost services.



Attachment 11

See SD plan snip below for proposed EV (1 stall) and future EV (8 stalls) locations. EV stall counts and locations may shift, but will meet LEED Silver thresholds for quantity and proximity to building access.



Attachment 12

[See Below]

Sheet Notes:

- A. UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS.
- B. ALL OVERHEAD UTILITIES SHALL BE RELOCATED UNDERGROUND IN COORDINATION WITH THE PROJECT DEVELOPMENT AND UTILITY PROVIDERS.
- C. REFER CLOSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LAYOUT ITEMS.
- D. ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEMENT, EDGE OF FOUNDATION, EDGE OF WALLS OR CENTER OF POST.
- E. PROVIDE JOINTS AS SHOWN ON PLANS. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- F. FIRE ACCESS PROVIDED VIA ADJACENT STREETS AND ALLEYS.
- G. TRASH STORAGE LOCATED IN BUILDING STRUCTURE.

Keynotes:

1. PROPOSED CURB AND GUTTER PER ACHD STANDARDS.
2. PROPOSED CONCRETE SIDEWALK PER ACHD STANDARDS.
3. PROPOSED PEDESTRIAN RAMP PER ACHD STANDARDS.
4. PROPOSED CONCRETE PAVED DRIVEWAY PER ACHD STANDARDS.
5. PROPOSED VALLEY GUTTER PER ACHD STANDARDS.
6. PROPOSED CITY OF BOISE STANDARD TREE GRATE PER DETAIL 3. TYPE "KIVA" CAST IRON WITH NATURAL RAW FINISH BY URBAN ACCESSORIES. SIZE: 4' X 8'; ADA COMPLIANT. SILVA CELL DRAINAGE SYSTEM BELOW.
7. PROPOSED CITY OF BOISE STANDARD HISTORIC STREET LIGHT PER DETAIL 4.
8. PROPOSED CITY OF BOISE STANDARD BIKE RACK PER DETAIL 5.
9. PROPOSED FIRE HYDRANT.
10. PROPOSED PERMEABLE PAVER ALLEY DRAINAGE SYSTEM PER ACHD STANDARDS.
11. PROPOSED CATENARY STRING LIGHTS (TYP).
12. PROPOSED CITY OF BOISE MOVABLE PLANTER.



- NOTES:
1. REFER TO SITE PLANS FOR LOCATIONS.
2. INSTALL PER CITY OF BOISE DOWNTOWN STREETSCAPE STANDARDS.

3 Tree Grate

Scale: NTS



- NOTES:
1. REFER TO SITE PLANS FOR LOCATIONS.
2. INSTALL PER CITY OF BOISE DOWNTOWN STREETSCAPE STANDARDS.

4 Historic Street Light

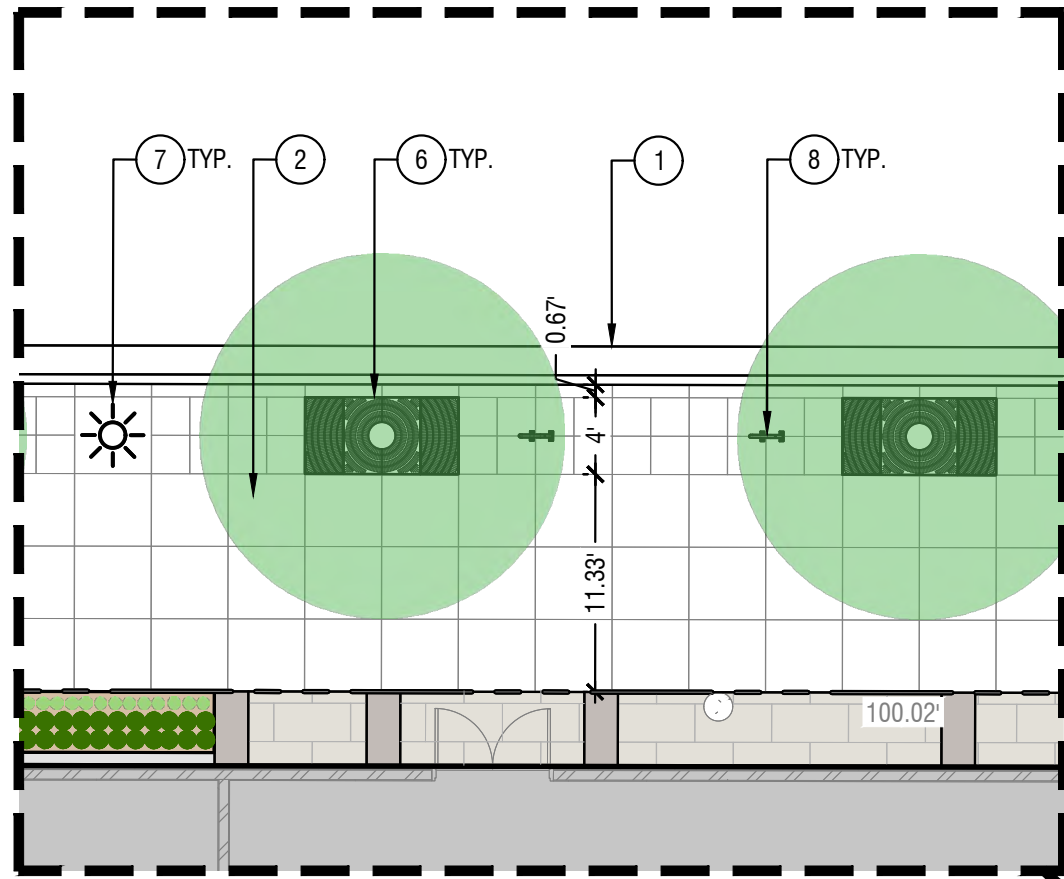
Scale: NTS



- NOTES:
1. REFER TO SITE PLANS FOR LOCATIONS.
2. INSTALL PER CITY OF BOISE DOWNTOWN STREETSCAPE STANDARDS.

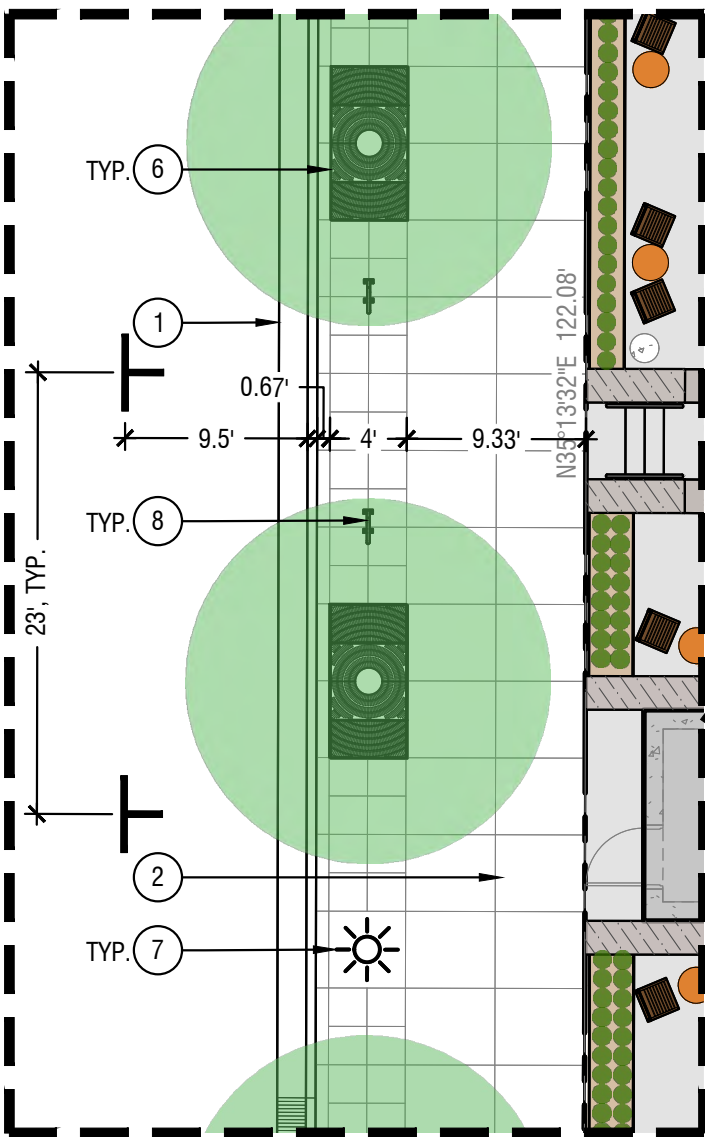
5 Bike Rack

Scale: NTS



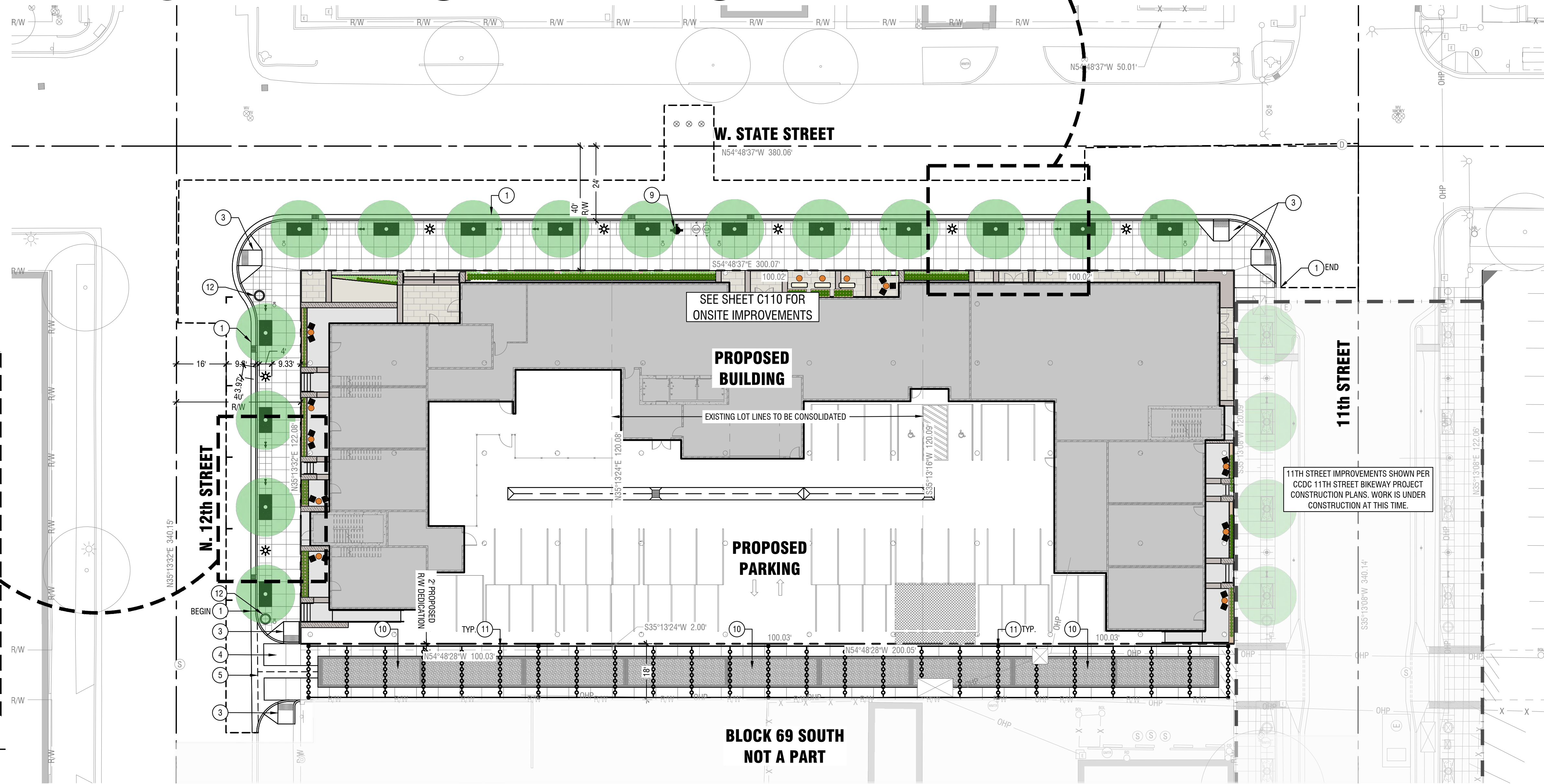
2 State St. Detail

Scale: 1" = 10'



1 N. 12th St. Detail

Scale: 1" = 10'



Offsite Site Plan

Horizontal Scale: 1" = 20'



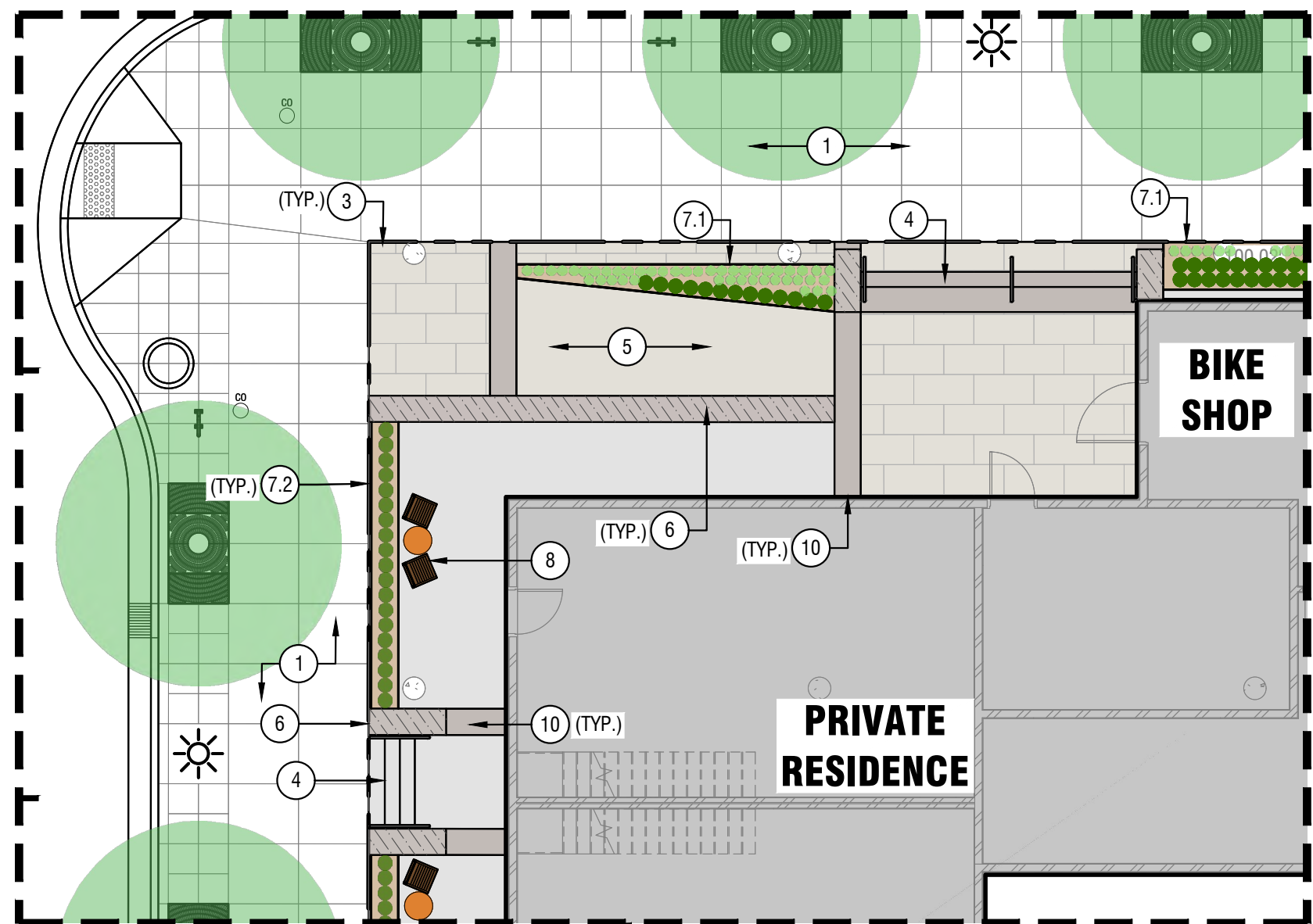
C100 - Offsite Site Plan

BLOCK 69N

DATE: 10.13.2023

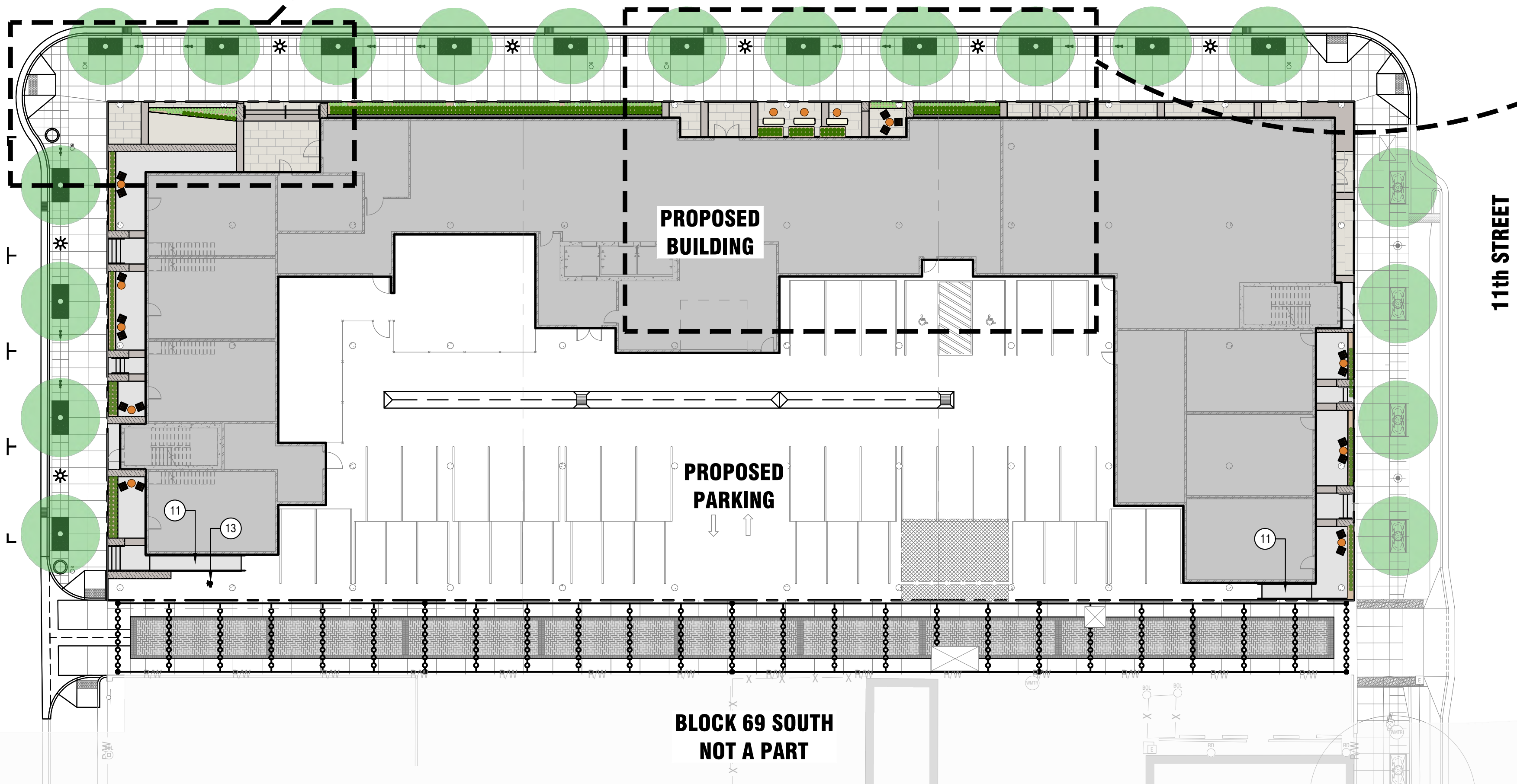
PROJECT ADDRESS: BOISE, IDAHO

pivot north

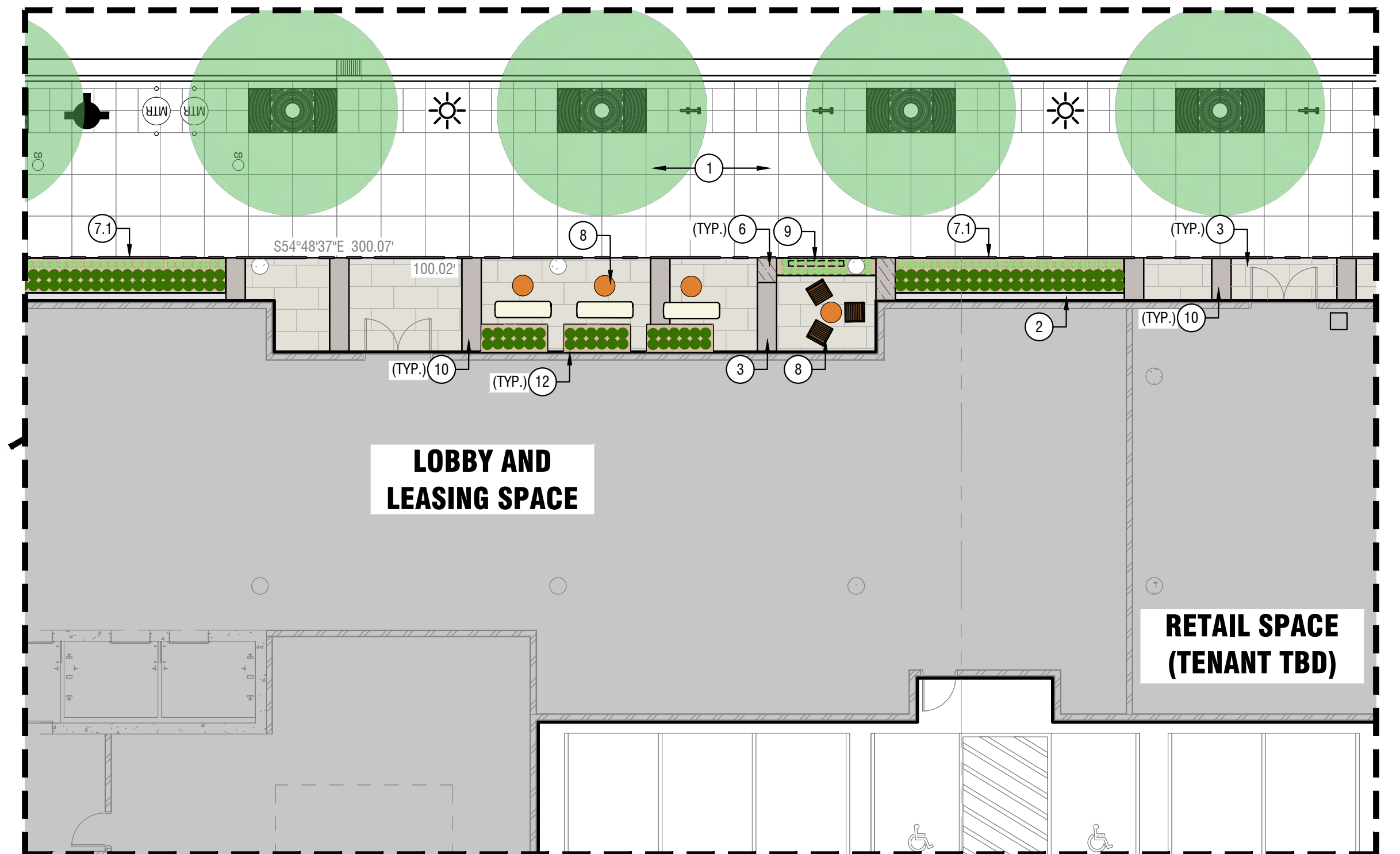
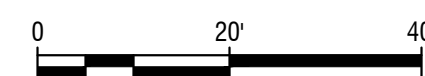


1 NW Entry Enlargement
Scale: 1" = 10'

W. STATE STREET



Onsite Site Plan
Horizontal Scale: 1" = 20'



2 Plaza Area Enlargement
Scale: 1" = 10'

Keynotes:

1. OFFSITE IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.
2. CONCRETE BAND AT BUILDING FACADE.
3. DECORATIVE PAVING.
4. CONCRETE STAIR AND HANDRAIL AS REQUIRED BY CODE.
5. CONCRETE RAMP APPROACH - UNDER ADA THRESHOLD.
6. CONCRETE SITEWALL AT GRADE TRANSITION.
7. METAL LANDSCAPE PLANTER AT GRADE TRANSITION.
- 7.1. ±6" HEIGHT
- 7.2. ±36" HEIGHT
8. SITE SEATING FOR REFERENCE.
9. POTENTIAL SIGNAGE.
10. DECORATIVE CONCRETE BANDING.
11. ADA PEDESTRIAN RAMP WITH HANDRAILS.
12. COMMERCIAL PLANTERS.
13. BIKE REPAIR STATION.



pivot north

C110 - Onsite Site Plan

BLOCK 69N

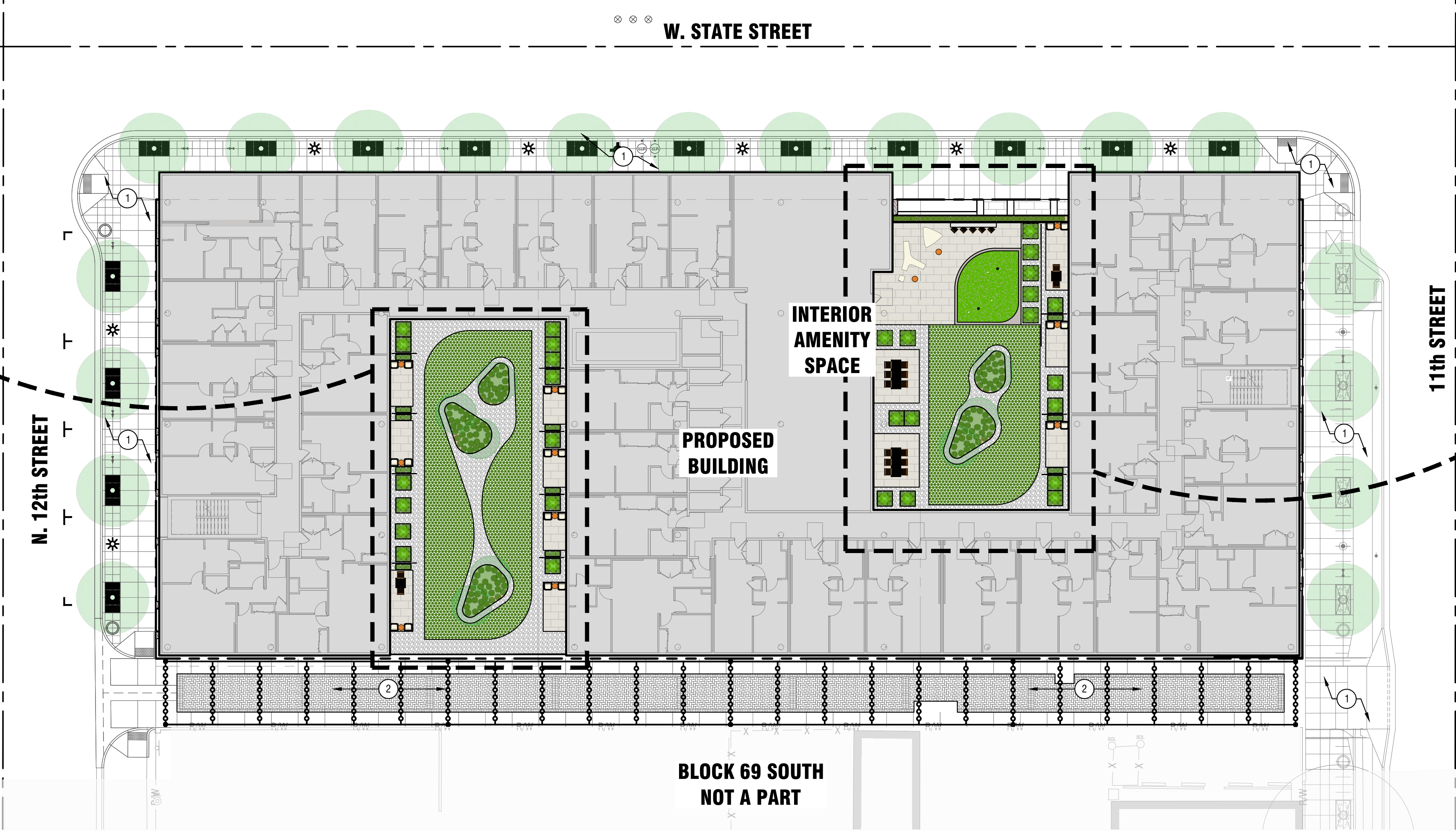
DATE: 10.13.2023

PROJECT ADDRESS: BOISE, IDAHO

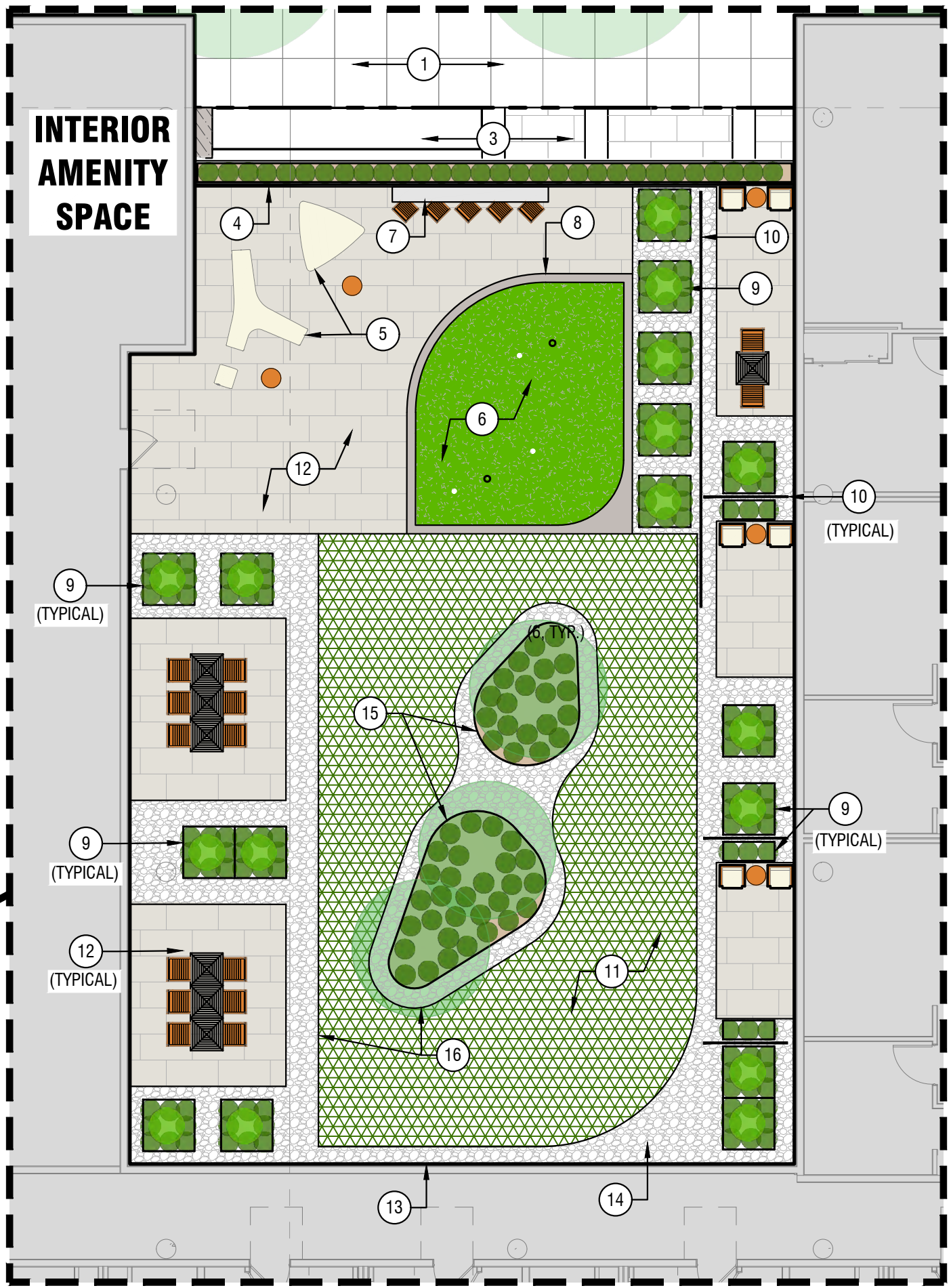
- Keynotes:**
1. OFFSITE IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.
 2. ALLEY IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.
 3. GROUND FLOOR AMENITY SPACE, SEE SHEET C110 FOR MORE INFORMATION.
 4. COMMERCIAL PLANTER AND METAL GUARDRAIL.
 5. SEATING AREA - SOCIAL.
 6. PUTT-PUTT GOLF/INFORMAL SEATING.
 7. BAR HEIGHT RAILING SEATING.
 8. 8" CONCRETE CURB AT SYNTHETIC TURF.
 9. COMMERCIAL PLANTERS.
 10. 5' TALL METAL SCREEN.
 11. EXTENSIVE GREENROOF PLANTING.
 12. PEDESTAL PAVER SYSTEM.
 13. POTENTIAL MURAL ON WALL, ARCHITECTURAL TO PROVIDE MORE INFORMATION.
 14. BALLAST ROCK MULCH EDGING DETAIL.
 15. MODULAR METAL PLANTER FOR TREES - 36" HEIGHT.
 16. METAL EDGING AT EXTENSIVE GREEN ROOF PLANTING.



1 Amenity Deck Enlargement
Scale: 1" = 10'



2nd Floor Amenity Deck Plan
Horizontal Scale: 1" = 20'



2 Amenity Deck Enlargement
Scale: 1" = 10'

C120 - 2nd Floor Amenity Deck Plan

BLOCK 69N

DATE: 10.13.2023

PROJECT ADDRESS: BOISE, IDAHO



pivot north

1. OFFSITE IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.
2. GROUND FLOOR AMENITY SPACE, SEE SHEET C110 FOR MORE INFORMATION.
3. 2ND FLOOR AMENITY SPACE, SEE SHEET C120 FOR MORE INFORMATION.
4. BUILDING PARAPET, REFER TO ARCHITECTURAL FOR MORE INFORMATION.
5. COMMERCIAL PLANTER AND METAL GUARDRAIL.
6. FIRE TABLE WITH SEATING.
7. GRILL STATION, WITH (2) GRILLS AND COUNTERTOP PIZZA OVEN.
8. PASS THROUGH COUNTER.
9. WALL MOUNTED OUTDOOR HEATERS, ELECTRIC.
10. PEDESTAL PAVER SYSTEM.
11. TABLE AND CHAIRS.
12. ALLEY IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.



C130 - 7th Floor Sky Deck Plan

BLOCK 69N

DATE: 10.13.2023

PROJECT ADDRESS: BOISE, IDAHO



pivot north

Attachment 13

[See Below]





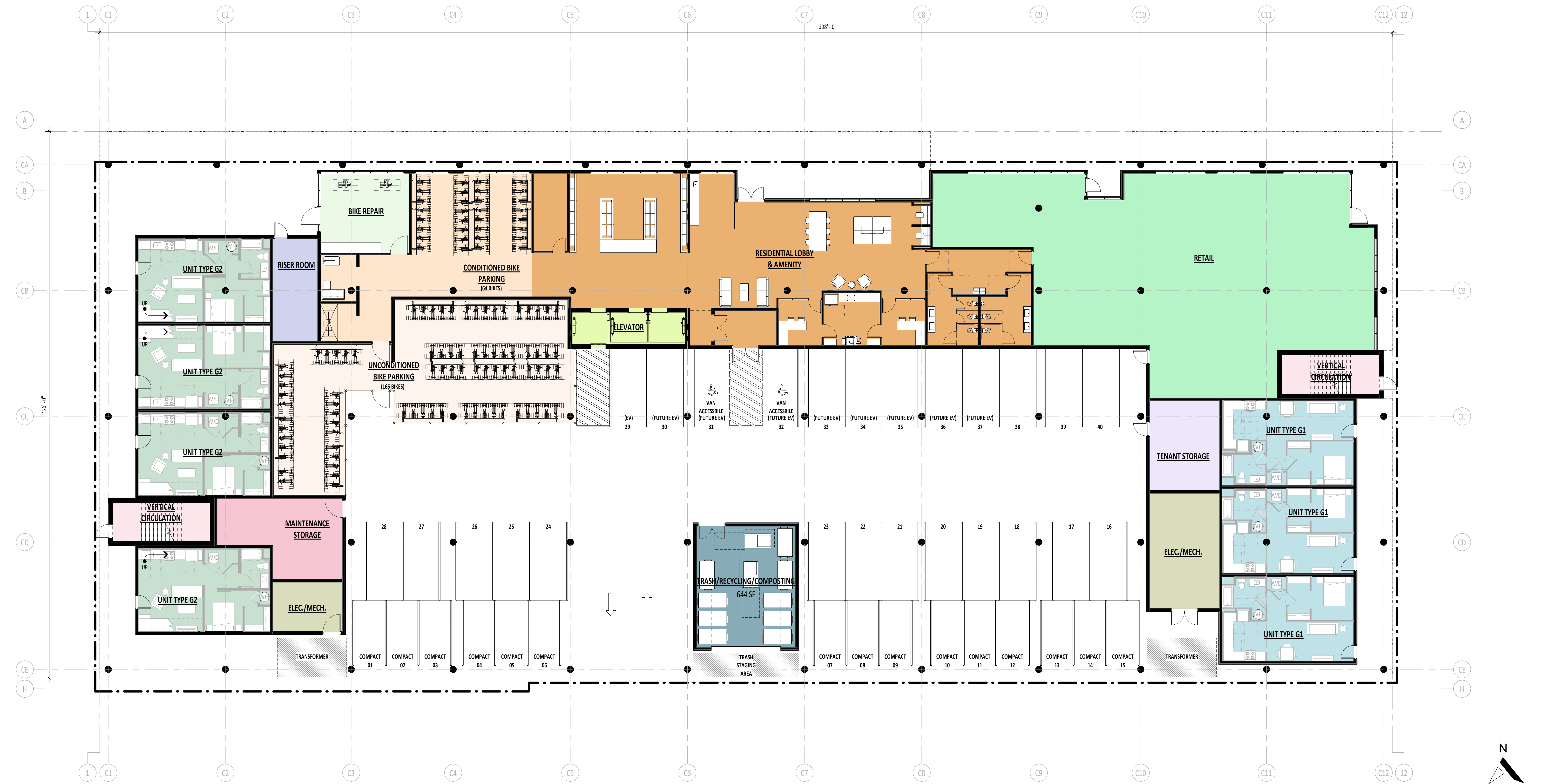


Attachment 14

See SD plan snip below for proposed ground floor uses.



Revised as shown on following page



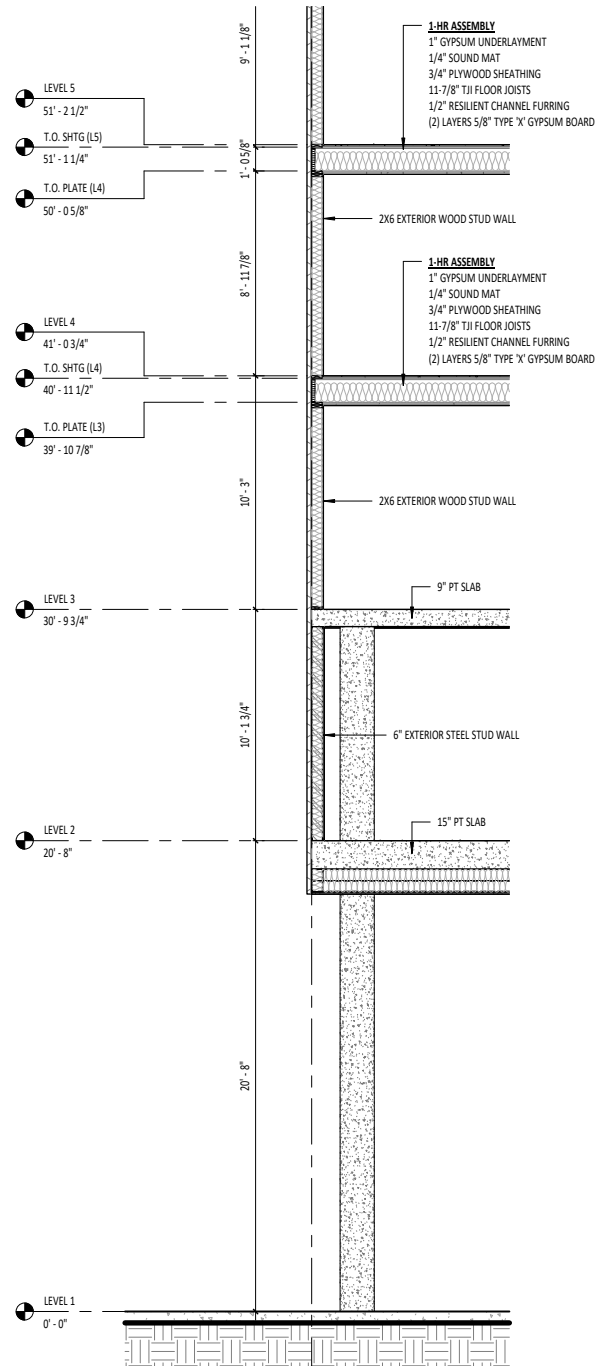
LEVEL 1 - CONCEPT FLOOR PLAN

SCALE: 3/32" = 1'-0"

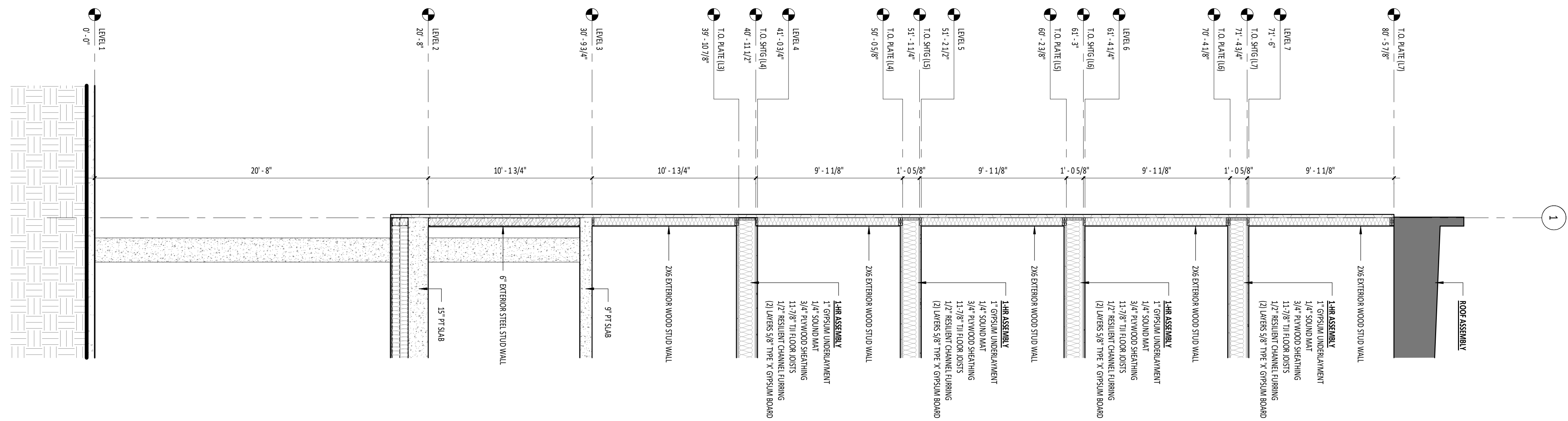
Attachment 15

See SD plan snip below for current floor height sections.

The mixed-use building will be a (7) seven story building composed of (5) five levels of wood construction (type IIIA) over (2) two levels of concrete podium construction (type IA).



Measurement showing ceiling height under 9' was an error. Correct measurements are shown on following page



HEIGHT STUDY SECTION (BUILDING WEST)

SCALE: $1/4" = 1'-0"$

BLOCK 69N

Attachment 16

[See Below]

Copy of Block 69N Project Plan.ccdc

Task Name		Duration	Start	Finish	Comments	2022				2023				2024				2025				2026				
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
11	CCDC DDA Milestones		830d	10/10/22	12/12/25																					
13	CCDC Milestones		73d	08/31/23	12/11/23																					
14	MOU Execution		0	08/31/23	08/31/23																					
15	Draft DDA Amendments		63d	08/31/23	11/27/23																					
16	Developer to Execute DDA Amendment		0	11/27/23	11/27/23																					
17	CCDC Board to Execute DDA Amendment		0	12/11/23	12/11/23																					
18	Submit Lot Consolidation to City of Boise		46d	08/31/23	11/02/23																					
19	Lot Consolidation Finalized		0	11/02/23	11/02/23	Tentative Milestone																				
20	Finance		125d	03/04/24	08/23/24																					
21	Lender RFP and Selection		32d	03/04/24	04/16/24																					
22	CCDC Submission of Preliminary Evidence of Financing - Deadline		1d	04/12/24	04/12/24	Tentative Milestone																				
23	CCDC Review and Approval of Preliminary Evidence of Financing		34d	04/15/24	05/30/24																					
24	Draft Loan Docs		95d	04/15/24	08/23/24																					
25	Updated CCDC Submission for Evidence of Finiancing		0	06/10/24	06/10/24	Tentative Milestone																				
27	Anticipated Closing		0	08/23/24	08/23/24	Tentative Milestone																				
28	Design		480d	10/10/22	08/12/24																					
29	Concept Design		40d	10/10/22	12/02/22																					
30	Building and Site improvements		246d	09/01/23	08/12/24																					
31	Schematic Design		51d	09/01/23	11/13/23																					
32	SD Revision Document Production		34d	09/01/23	10/18/23																					
33	SD Print Set for Pricing		0	10/18/23	10/18/23																					
34	Contractor Pricing Update		10d	10/19/23	11/01/23																					
35	DR Submittal		0	11/07/23	11/07/23																					
36	SD and Unit Documentation CCDC Submission		0	10/18/23	10/18/23																					
37	CCDC Board Approval		0	11/13/23	11/13/23																					
38	100% SD Set Issuance		0	11/13/23	11/13/23																					
39	Design Development		113d	11/13/23	04/17/24																					
40	DD Document production		80d	11/13/23	03/01/24																					
41	Geopier Foundation Design		33d	03/04/24	04/17/24																					
42	Contractor Cost Estimate		15d	03/04/24	03/22/24																					
43	DD CCDC Submission		0	03/15/24	03/15/24																					
44	CCDC Board Approval		0	04/08/24	04/08/24																					
45	Construction Documents		115d	03/04/24	08/12/24																					
46	Construction Documents		115d	03/04/24	08/12/24																					
47	CD Document production		83d	03/04/24	06/26/24																					
48	75% CD progress set Owner Review		0	04/30/24	04/30/24																					
49	Issue Foundations and Building Permit Set		0	06/28/24	06/28/24																					
50	CD CCDC Submission		0	07/01/24	07/01/24																					
51	CCDC Board Approval		0	08/12/24	08/12/24																					

Task Name		Duration	Start	Finish	Comments	2022				2023				2024				2025				2026			
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
52	Cost Estimate and GMP Pricing		25d	06/27/24	07/31/24																				
53	Preconstruction		123d	03/04/24	08/21/24																				
54	GMP Contract negotiations		25d	03/04/24	04/05/24																				
55	GMP Development		25d	06/27/24	07/31/24																				
56	GMP Negotiations		15d	08/01/24	08/21/24																				
57	GMP Executed		0	08/21/24	08/21/24																				
58	Development Permits		274d	11/07/23	11/22/24																				
59	Design Review Submittal		0	11/07/23	11/07/23																				
60	Design Review Hearing		0	12/13/23	12/13/23																				
61	Design Review Approval		70d	11/07/23	02/12/24																				
62	Demo		10d	04/30/24	05/13/24																				
63	Initial Submittal		10d	04/30/24	05/13/24																				
64	Plan approval and issuance		0	05/13/24	05/13/24																				
65	Off site Improvements		105d	07/01/24	11/22/24																				
66	Initial Submittal		60d	07/01/24	09/20/24																				
67	1st Corrections		10d	09/23/24	10/04/24																				
68	2nd Submittal		20d	10/07/24	11/01/24																				
69	2nd Corrections		10d	11/04/24	11/15/24																				
70	Final Review		5d	11/18/24	11/22/24																				
71	Plan approval and issuance		0	11/22/24	11/22/24																				
72	Geopier Ground Improvement Permit		50d	04/18/24	06/26/24																				
73	Initial Submittal		30d	04/18/24	05/29/24																				
74	1st Corrections		5d	05/30/24	06/05/24																				
75	2nd Submittal		10d	06/06/24	06/19/24																				
76	Final Review		5d	06/20/24	06/26/24																				
77	Plan approval and issuance		0	06/26/24	06/26/24																				
78	Foundation/Structure/Building		90d	07/01/24	11/01/24																				
79	Initial Submittal		35d	07/01/24	08/16/24																				
80	1st Corrections		15d	08/19/24	09/06/24																				
81	2nd Submittal		25d	09/09/24	10/11/24																				
82	2nd Corrections		10d	10/14/24	10/25/24																				
83	Final Review		5d	10/28/24	11/01/24																				
84	Plan approval and issuance		0	11/01/24	11/01/24																				
85	Construction		477d	06/13/24	04/10/26																				
86	Demo and Site prep		45d	06/13/24	08/14/24																				
87	Site and Infrastructure		45d	08/15/24	10/16/24																				
88	Foundations and Building		345d	11/04/24	02/27/26																				
89	TCO		0	02/27/26	02/27/26																				
90	Close out		30d	03/02/26	04/10/26																				
91	Final Completion		0	04/10/26	04/10/26																				
95																									

BLOCK 69N MULTI-FAMILY

BOISE, IDAHO

CONCEPT DESIGN - DRAWING INDEX

- COVER SHEET
- LEVEL 1 - CONCEPT FLOOR PLAN
- LEVEL 2 - CONCEPT FLOOR PLAN
- LEVEL 3-6 - CONCEPT FLOOR PLAN
- LEVEL 7 - CONCEPT FLOOR PLAN
- CONCEPT UNIT PLANS (STEEL) - GROUND FLOOR
- CONCEPT UNIT PLANS (STEEL) - STUDIO UNITS
- CONCEPT UNIT PLANS (STEEL) - 1 BED UNITS
- CONCEPT UNIT PLANS (STEEL) - 2 BED UNITS
- CONCEPT UNIT PLANS (WOOD) - STUDIO UNITS
- CONCEPT UNIT PLANS (WOOD) - 1 BED UNITS
- CONCEPT UNIT PLANS (WOOD) - 2 BED UNITS
- CONCEPT UNIT PLANS (WOOD) - 2 BED UNITS

*NOTE: CALCULATIONS TAKEN FROM INSIDE OF EXTERIOR WALL,
CENTERLINE OF PARTY WALL AND CORRIDOR FACE OF CORRIDOR WALLS.

GROSS BUILDING AREA	
AREA NAME	AREA (GROSS)
LEVEL 1 (GROSS SF)	16444 SF
LEVEL 2 (GROSS SF)	28155 SF
LEVEL 3 (GROSS SF)	27890 SF
LEVEL 4 (GROSS SF)	27890 SF
LEVEL 5 (GROSS SF)	27890 SF
LEVEL 6 (GROSS SF)	27890 SF
LEVEL 7 (GROSS SF)	27890 SF
184049 SF	

AMENITY AREAS	
AREA NAME	AREA (SF)
LEVEL 2	
AMENITY	3144 SF
LEVEL 7	
AMENITY	868 SF
AMENITY	601 SF
4613 SF	

AREA SCHEDULE - UNIT MIX (BOMA)											
UNIT NAME	UNIT TYPE	AREA	LEVEL 1 UNITS	LEVEL 2 UNITS	LEVEL 3 UNITS	LEVEL 4 UNITS	LEVEL 5 UNITS	LEVEL 6 UNITS	LEVEL 7 UNITS	UNIT COUNT	UNIT MIX %
UNIT TYPE A2	1 BEDROOM	604 SF	0	4	4	4	4	4	4	24	11.0%
UNIT TYPE A3	1 BEDROOM	600 SF	0	11	15	15	15	15	14	85	38.5%
UNIT TYPE A3.1	1 BEDROOM	600 SF	0	2	0	0	0	0	0	2	1.0%
			0	17	19	19	19	19	18	111	50.0%
UNIT TYPE B1	2 BEDROOM	933 SF	0	2	2	2	2	2	2	12	5.5%
UNIT TYPE B2	2 BEDROOM	1000 SF	0	2	2	2	2	2	2	12	5.5%
UNIT TYPE B3	2 BEDROOM	942 SF	0	2	2	2	2	2	2	12	5.5%
UNIT TYPE B4	2 BEDROOM	943 SF	0	1	1	1	1	1	1	6	2.5%
UNIT TYPE B5	2 BEDROOM	904 SF	0	0	1	1	1	1	0	4	2.0%
			0	7	8	8	8	8	7	46	20.5%
UNIT TYPE S1	STUDIO	495 SF	0	3	7	7	7	7	7	38	17.0%
UNIT TYPE S2	STUDIO	495 SF	0	1	0	0	0	0	0	1	0.5%
UNIT TYPE S3	STUDIO	520 SF	0	1	0	0	0	0	0	1	0.5%
UNIT TYPE S4	STUDIO	520 SF	0	2	3	3	3	3	3	17	7.5%
UNIT TYPE S5	STUDIO	495 SF	0	1	0	0	0	0	0	1	0.5%
			0	8	10	10	10	10	10	58	26.0%
UNIT TYPE G1	WALK UP	621 SF	3	0	0	0	0	0	0	3	1.5%
UNIT TYPE G2	WALK UP	621 SF	4	0	0	0	0	0	0	4	2.0%
			7	0	0	0	0	0	0	7	3.0%
			7	32	37	37	37	37	35	222	100.0%

LEVEL 1 - AREAS	
AREA NAME	AREA (SF)
BIKE & DOG WASH	302 SF
BIKE SHOP	331 SF
CONDITIONED BIKE PARKING	1112 SF
ELEC./MECH.	679 SF
ELEV LOBBY	266 SF
ELEVATOR	270 SF
RESIDENTIAL LOBBY & AMENITY	3433 SF
RETAIL	3362 SF
RISER ROOM	293 SF
TRASH/RECYCLING/COMPOSTING	845 SF
UNCONDITIONED BIKE PARKING	1793 SF
UNIT TYPE G1	629 SF
UNIT TYPE G1	629 SF
UNIT TYPE G1	629 SF
UNIT TYPE G2	621 SF
UNIT TYPE G2	621 SF
UNIT TYPE G2	621 SF
UNIT TYPE G2	621 SF
VERTICAL CIRCULATION	203 SF
VERTICAL CIRCULATION	203 SF
17462 SF	

COVER SHEET

SCALE:

BLOCK 69N

DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO



Revised as shown on following page



LEVEL 1 - CONCEPT FLOOR PLAN

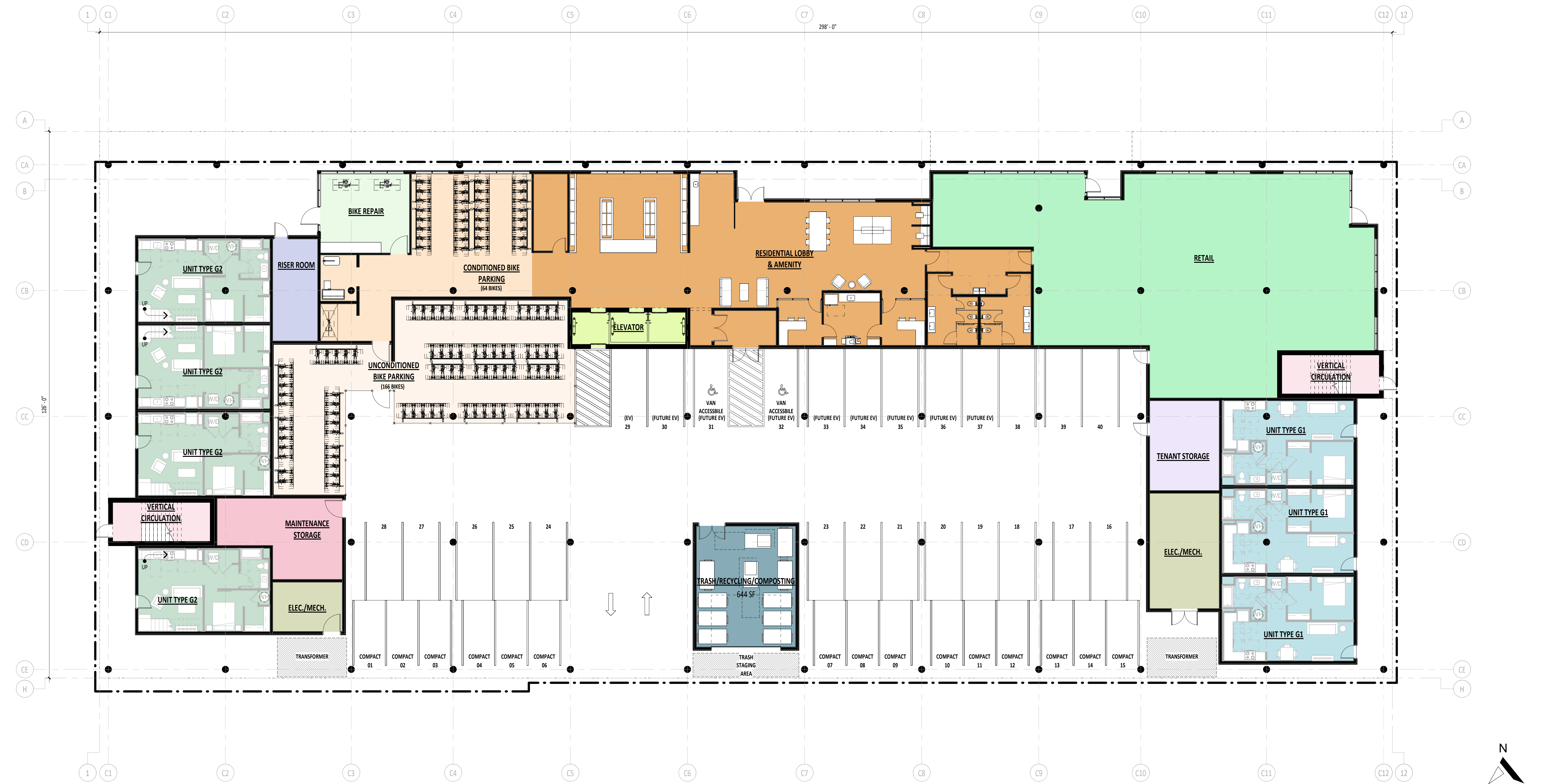
SCALE: $3/32'' = 1'-0''$

BLOCK 69N

pivot north

DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO



LEVEL 1 - CONCEPT FLOOR PLAN

SCALE: 3/32" = 1'-0"

BLOCK 69N

DATE: 11.03.2023 PROJECT ADDRESS: BOISE, IDAHO





UNIT MIX

- AMENITY
- ELEVATOR
- STORAGE
- TRASH
- UNIT TYPE A2
- UNIT TYPE A3
- UNIT TYPE A3.1
- UNIT TYPE B1
- UNIT TYPE B2
- UNIT TYPE B3
- UNIT TYPE B4
- UNIT TYPE S1
- UNIT TYPE S2
- UNIT TYPE S3
- UNIT TYPE S4
- UNIT TYPE S4.1
- UNIT TYPE S5

LEVEL 2 - CONCEPT FLOOR PLAN

SCALE: 3/32" = 1'-0"

BLOCK 69N

DATE: 10.18.2023 PROJECT ADDRESS: BOISE, IDAHO





LEVEL 3-6 - CONCEPT FLOOR PLAN

SCALE: 3/32" = 1'-0"

BLOCK 69N

DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO





LEVEL 7 - CONCEPT FLOOR PLAN

SCALE: 3/32" = 1'-0"

BLOCK 69N

DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO

pivot north



EXTERIOR ELEVATION - NORTH

CONCEPT ELEVATIONS

SCALE: NOT TO SCALE

BLOCK 69N

DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO





EXTERIOR ELEVATION - EAST



EXTERIOR ELEVATION - WEST

CONCEPT ELEVATIONS

SCALE: NOT TO SCALE

BLOCK 69N

DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO





EXTERIOR ELEVATION - SOUTH

CONCEPT ELEVATIONS

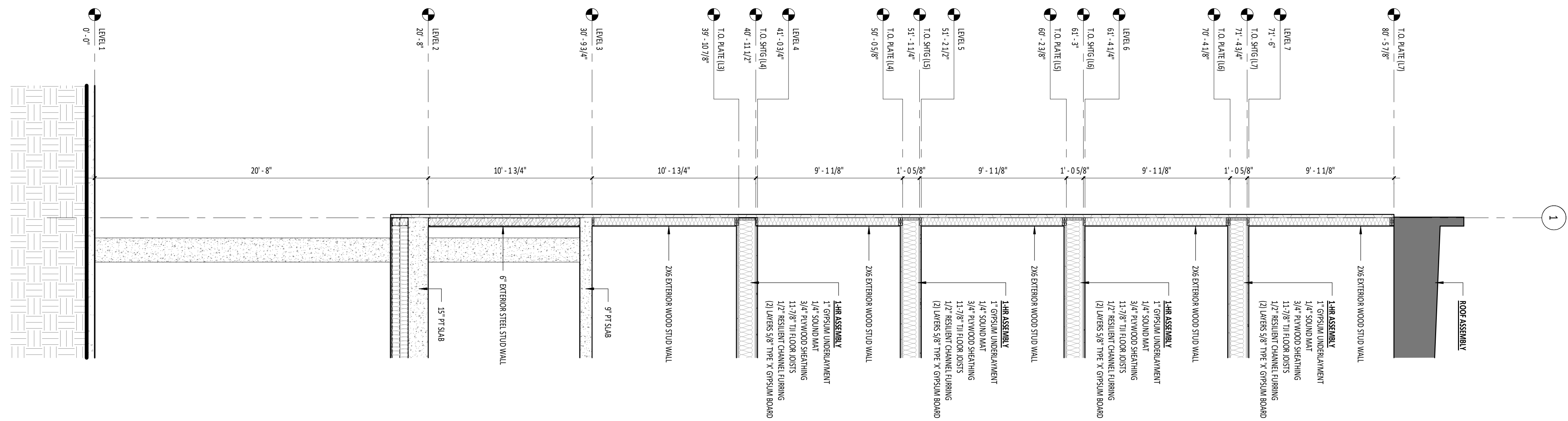
SCALE: NOT TO SCALE

BLOCK 69N

DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO





HEIGHT STUDY SECTION (BUILDING WEST)

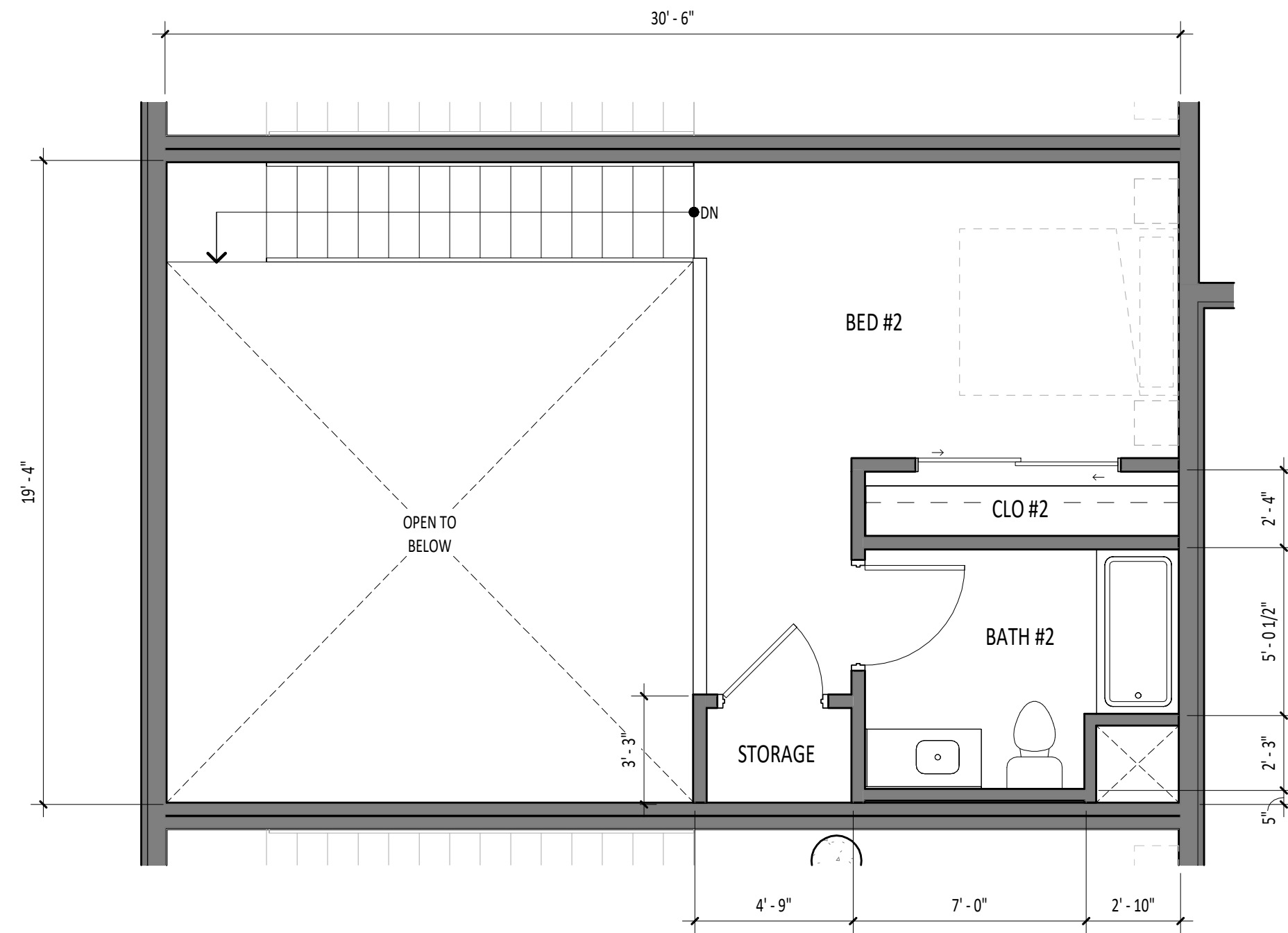
SCALE: $1/4" = 1'-0"$

BLOCK 69N

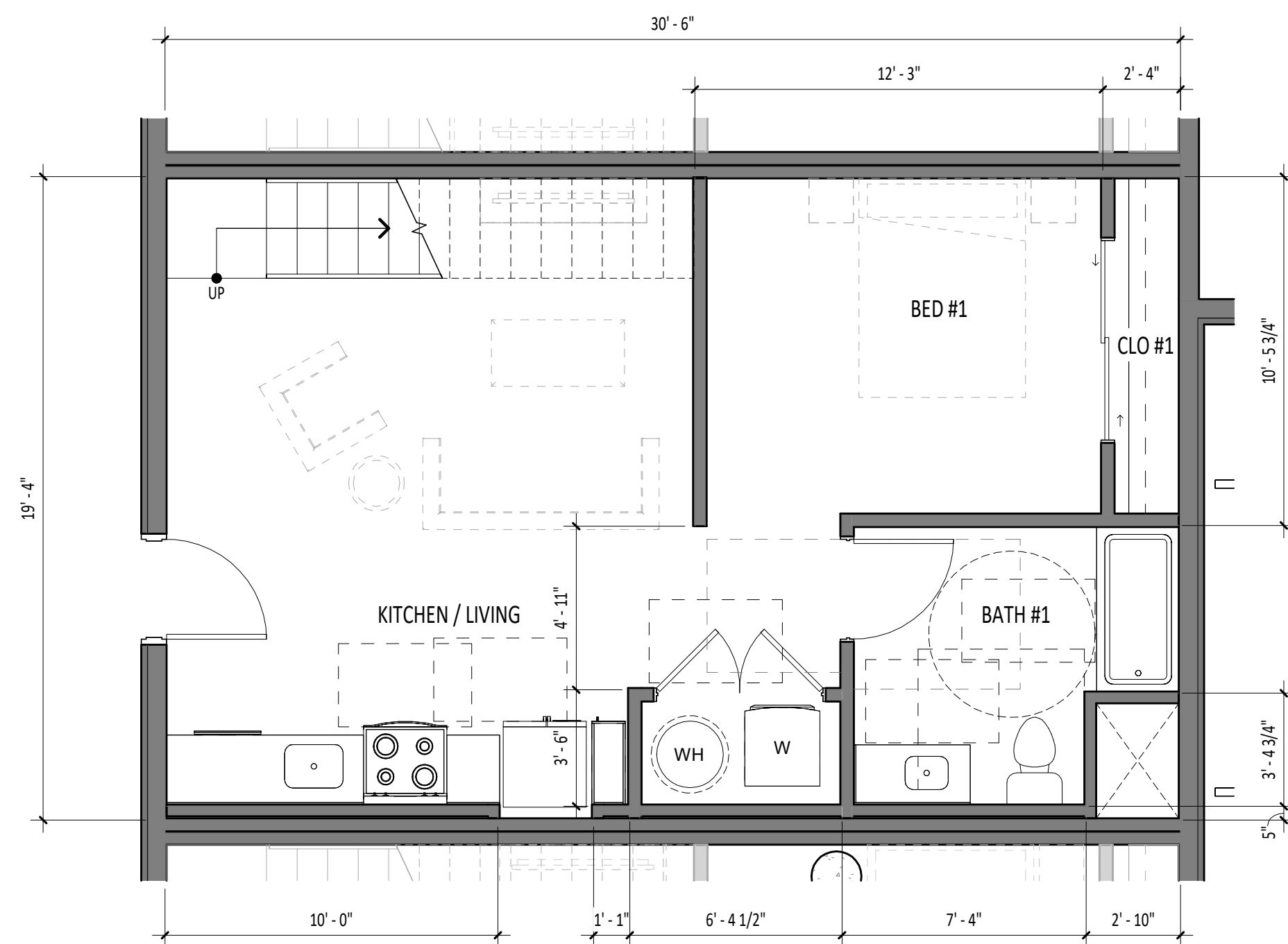
DATE: 11.01.2023

PROJECT ADDRESS: BOISE, IDAHO

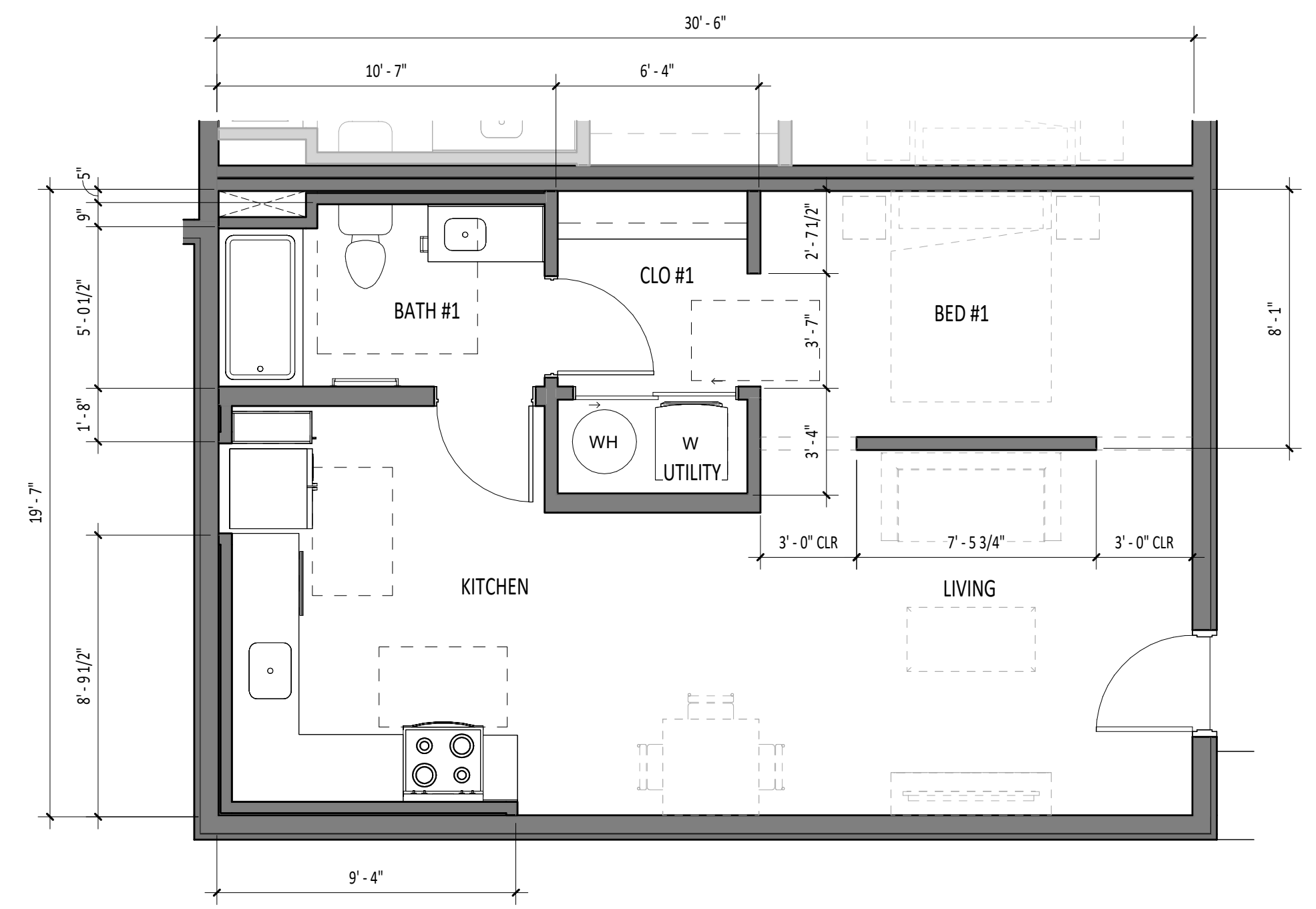




ENLARGED UNIT PLAN - UNIT TYPE G2 (MEZZANINE) (STEEL)



ENLARGED UNIT PLAN - UNIT TYPE G2 (LEVEL 1) (STEEL)



ENLARGED UNIT PLAN - UNIT TYPE G1 (LEVEL 1) (STEEL)

CONCEPT UNIT PLANS (STEEL) - GROUND FLOOR

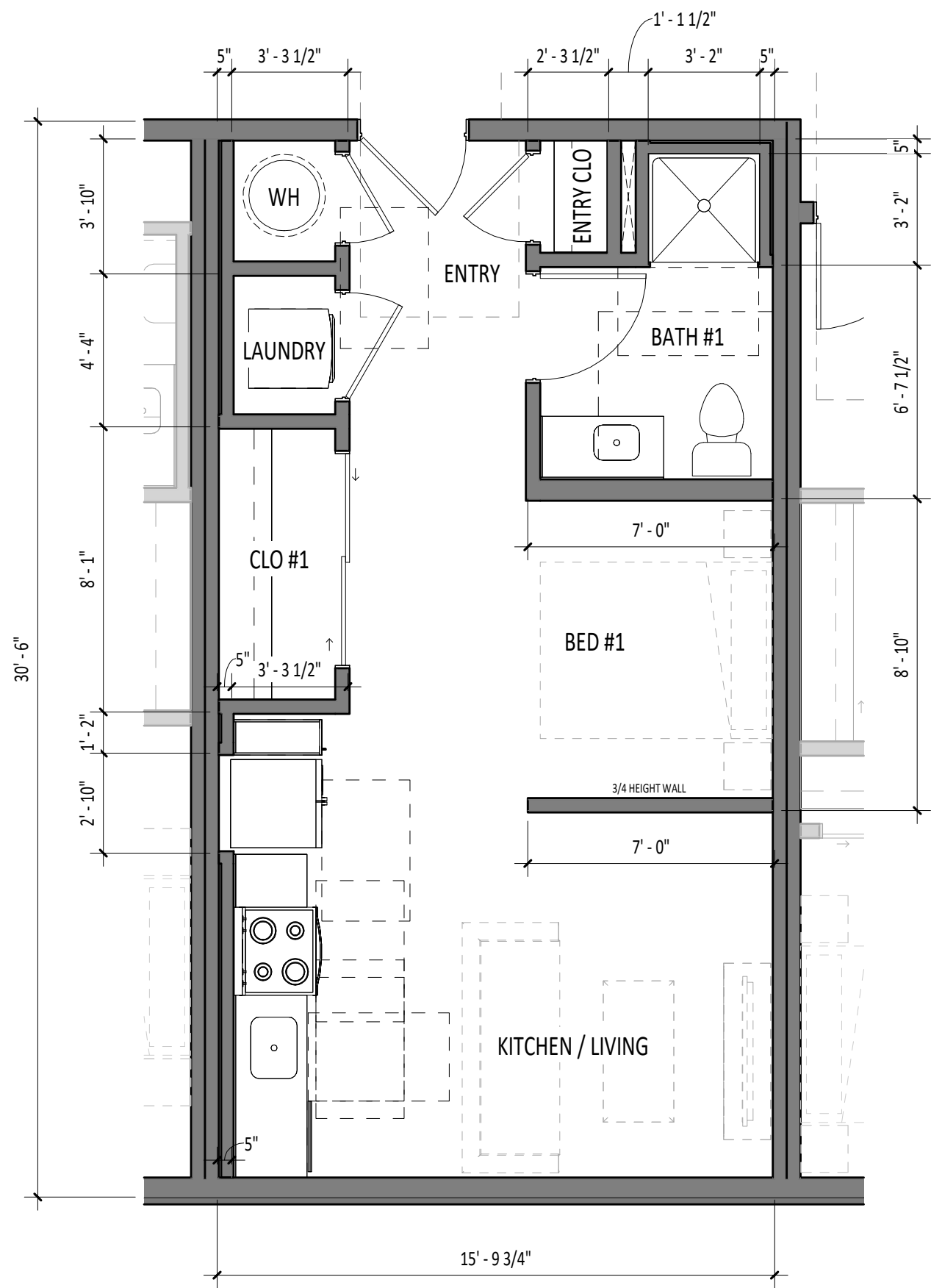
SCALE: 1/4" = 1'-0"

BLOCK 69N

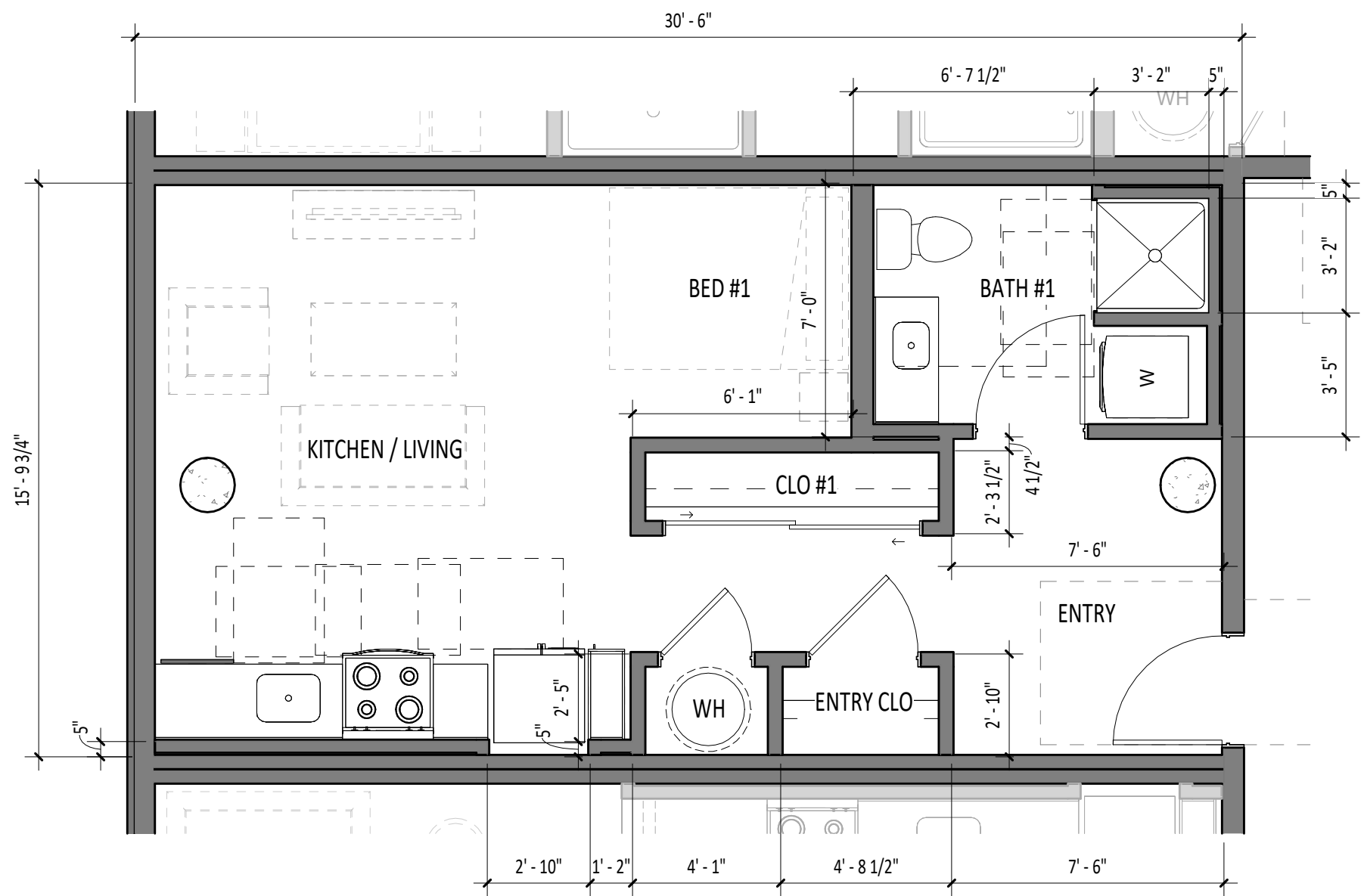
DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO

pivot north

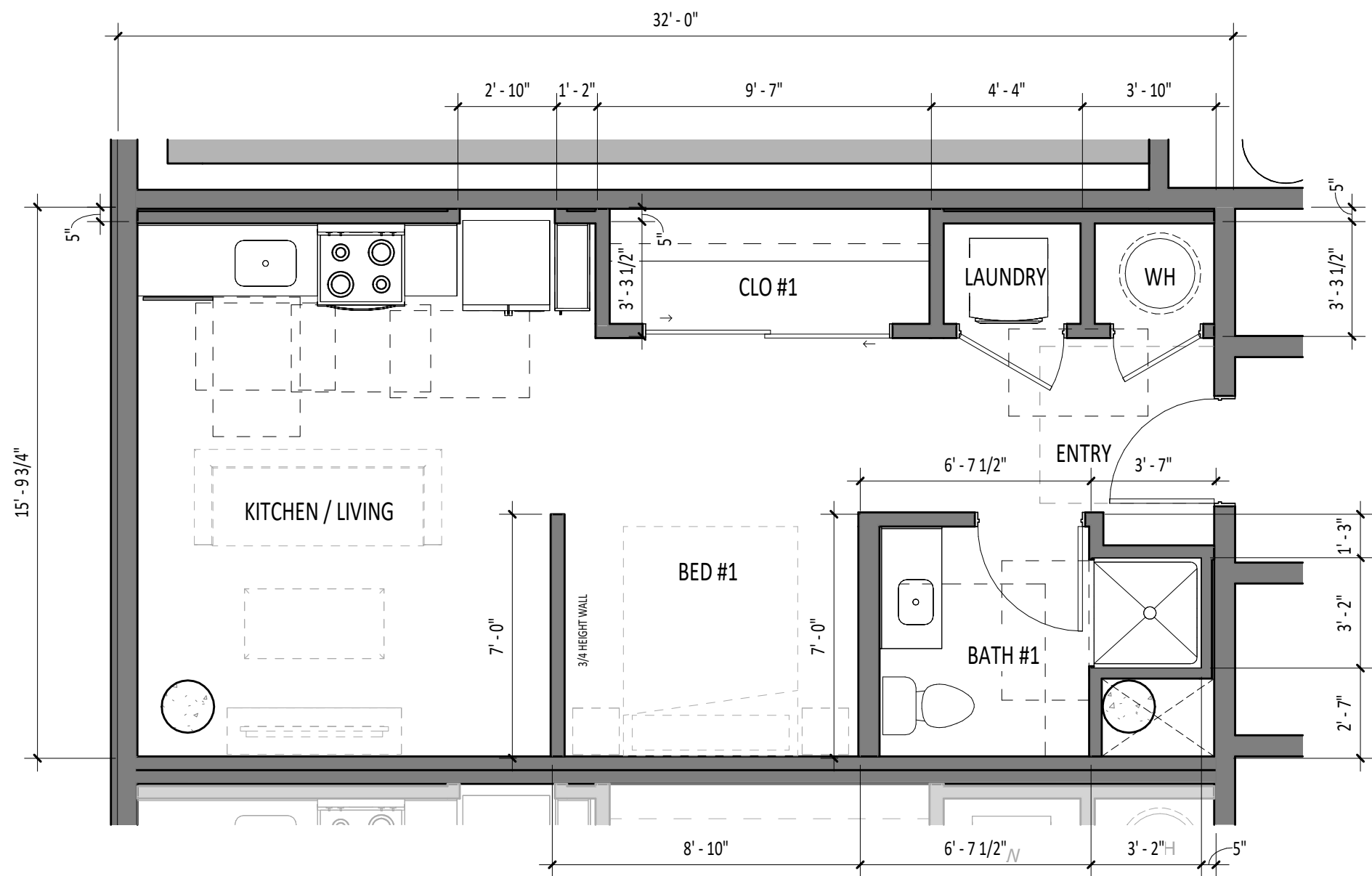


ENLARGED UNIT PLAN - UNIT TYPE S1 (STEEL)



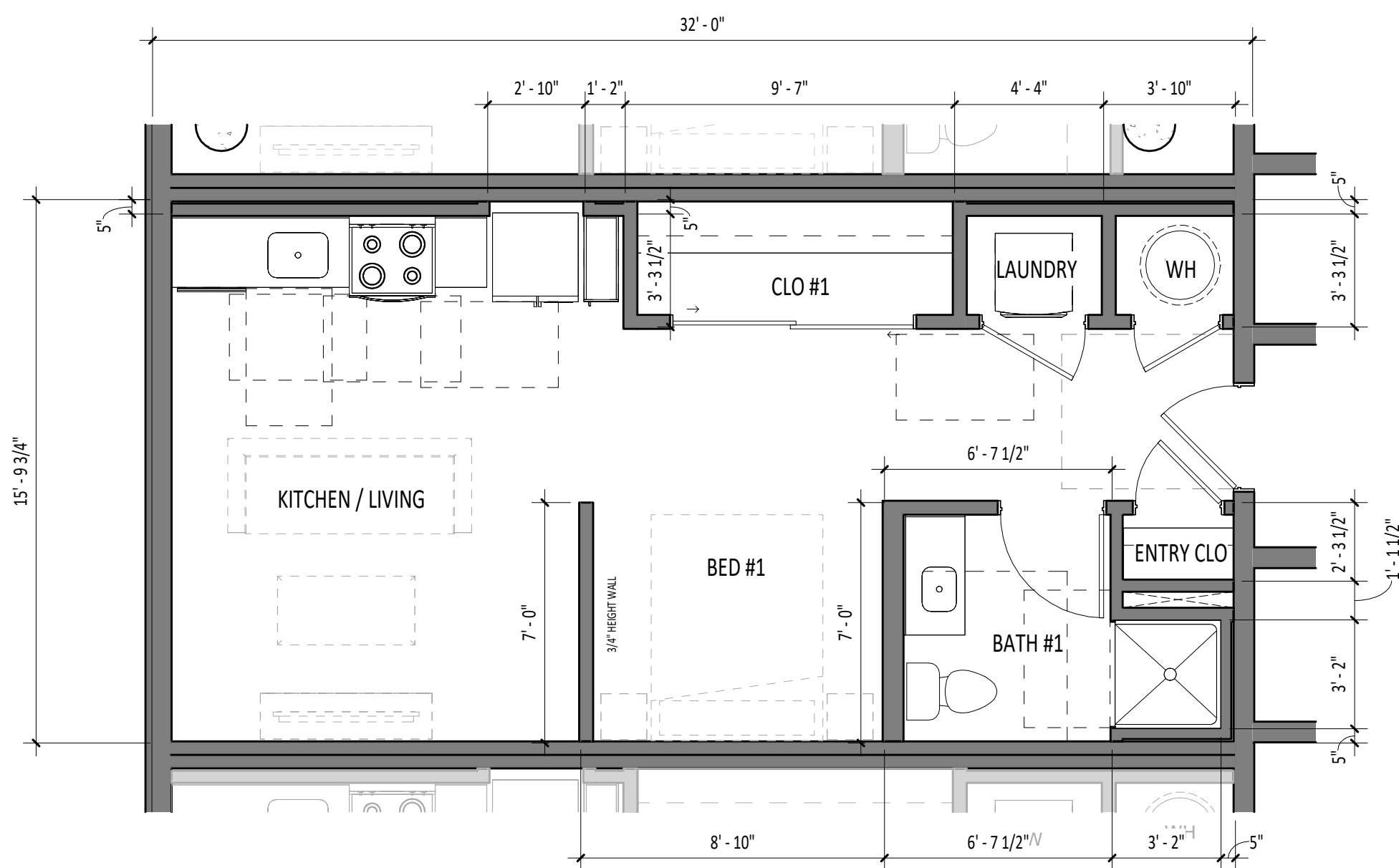
ENLARGED UNIT PLAN - UNIT TYPE S2 (STEEL)

* 1 UNIT OCCURS ON LEVEL 2

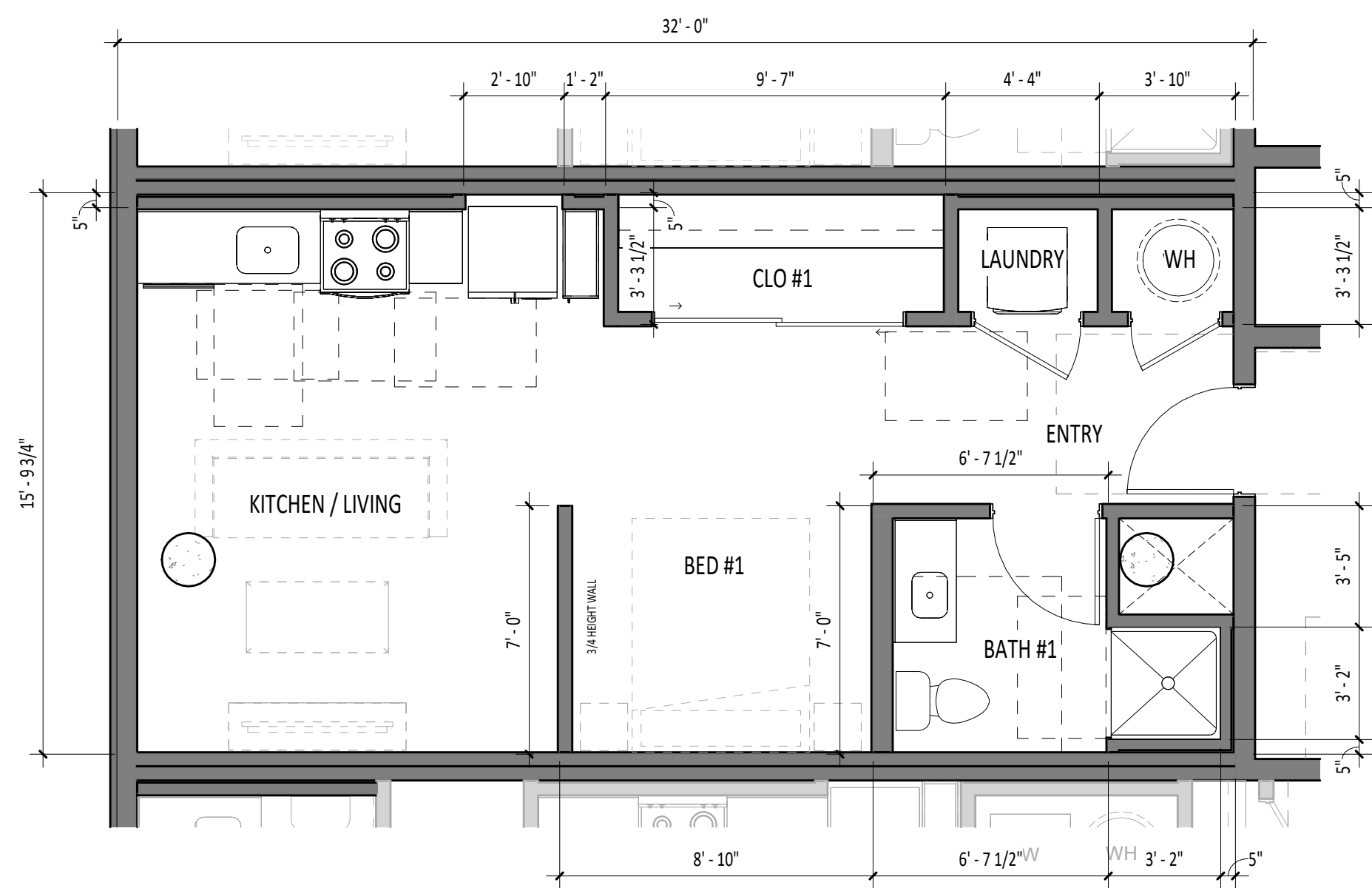


ENLARGED UNIT PLAN - UNIT TYPE S3 (STEEL)

* 1 UNIT OCCURS ON LEVEL 2

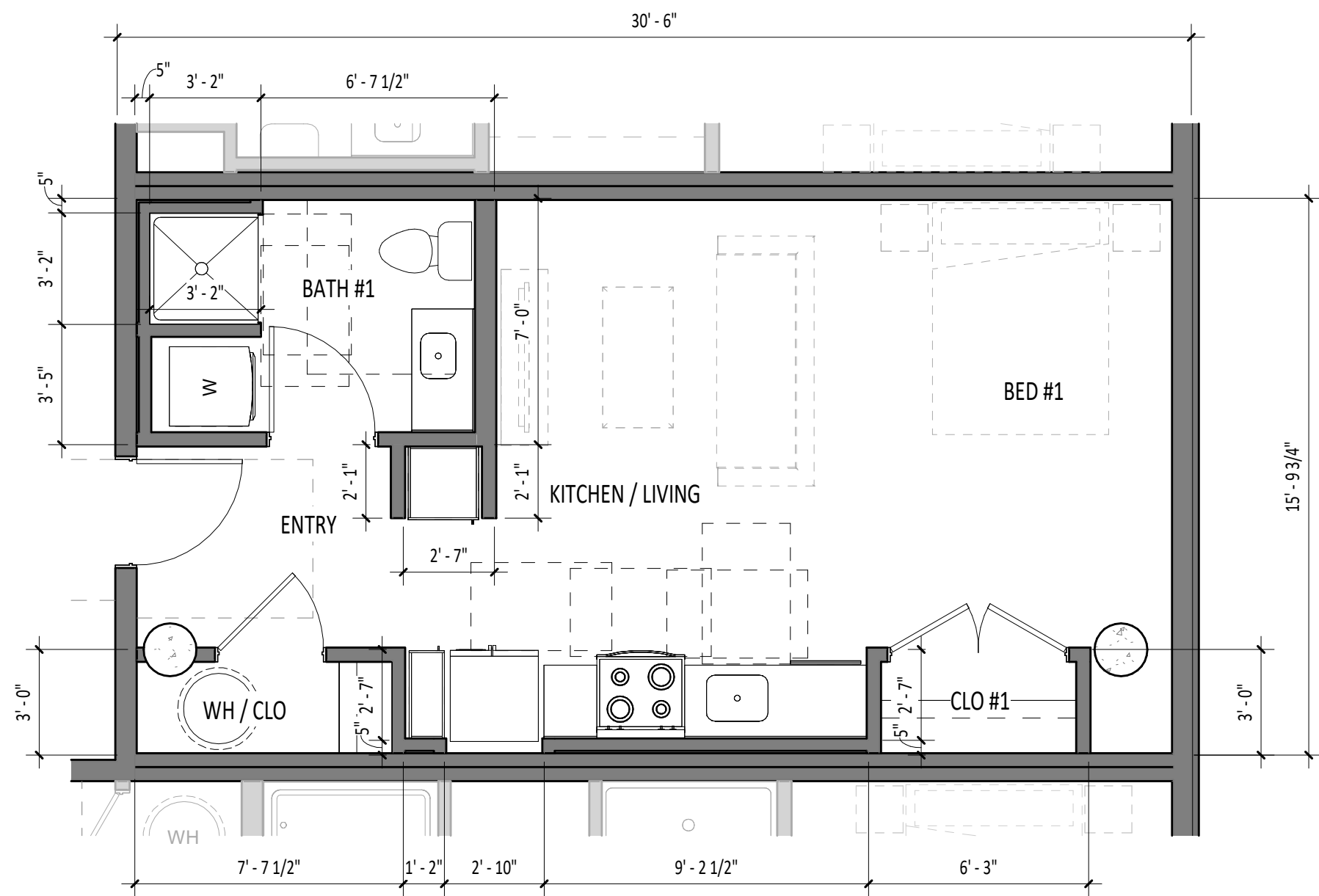


ENLARGED UNIT PLAN - UNIT TYPE S4 (STEEL STUD)



ENLARGED UNIT PLAN - UNIT TYPE S4.1(STEEL)

* 1 UNIT OCCURS ON LEVEL 2



ENLARGED UNIT PLAN - UNIT TYPE S5 (STEEL)

* 1 UNIT OCCURS ON LEVEL 2

CONCEPT UNIT PLANS (STEEL) - STUDIO UNITS

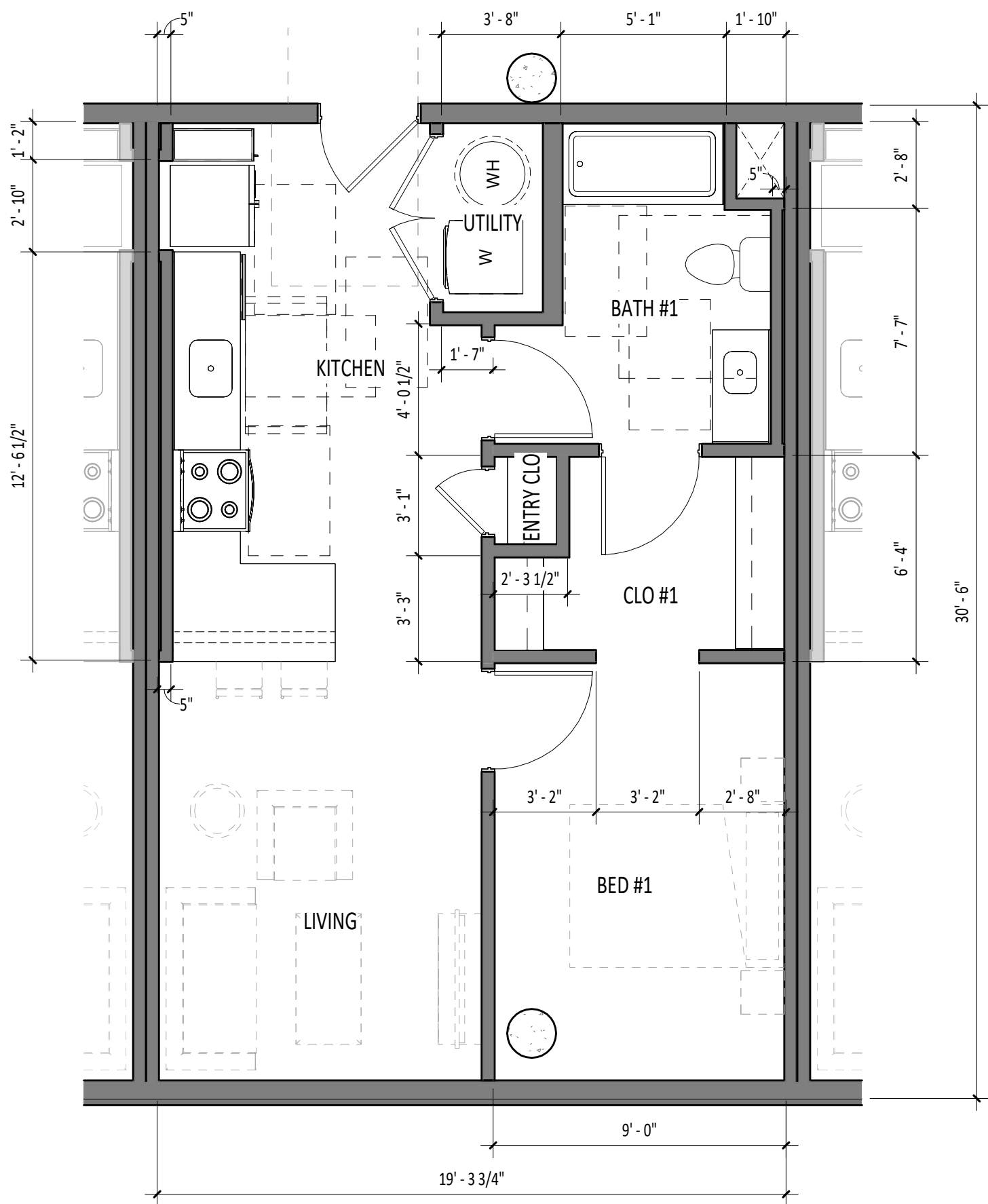
SCALE: 1/4" = 1'-0"

BLOCK 69N

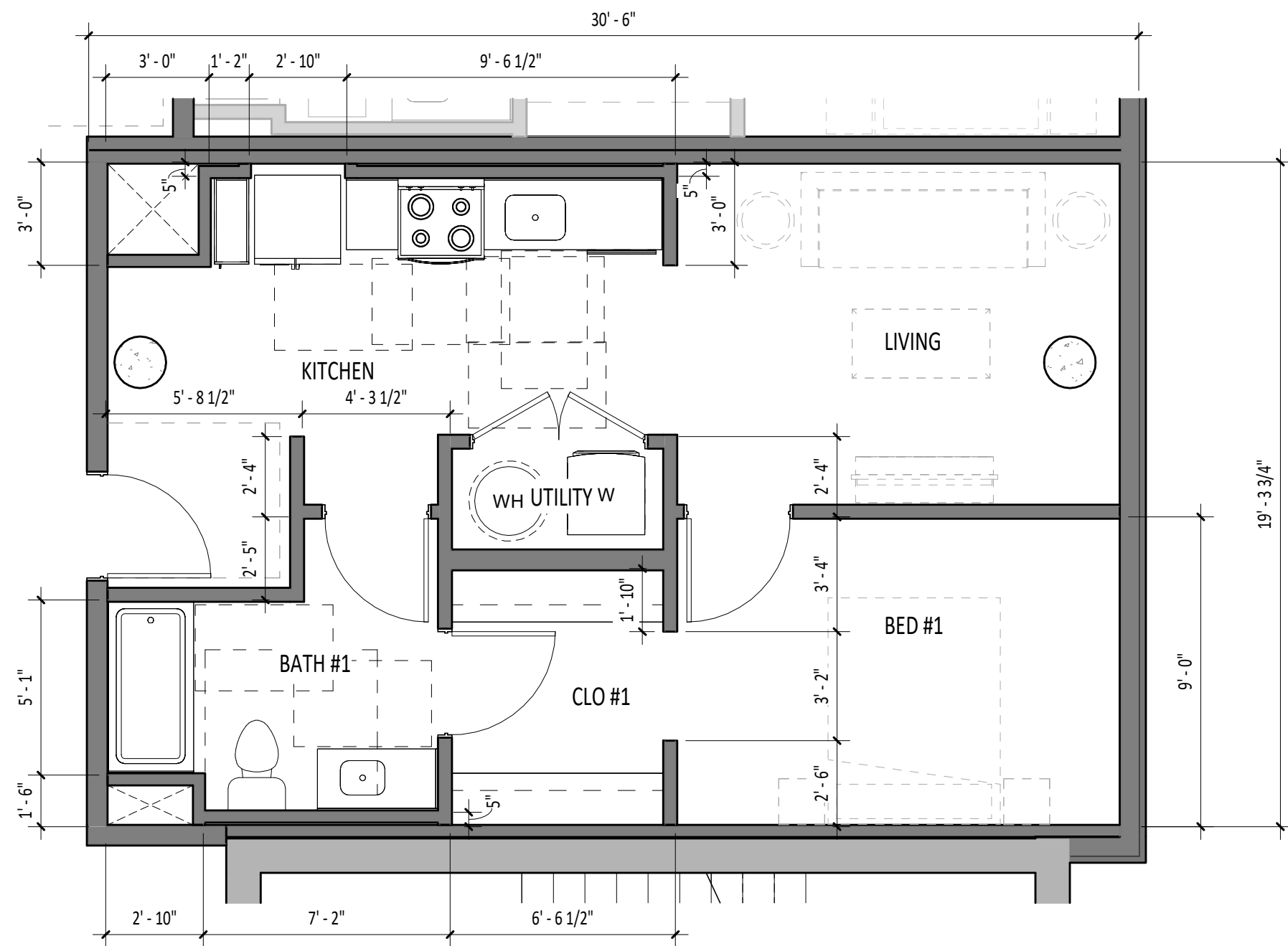
DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO



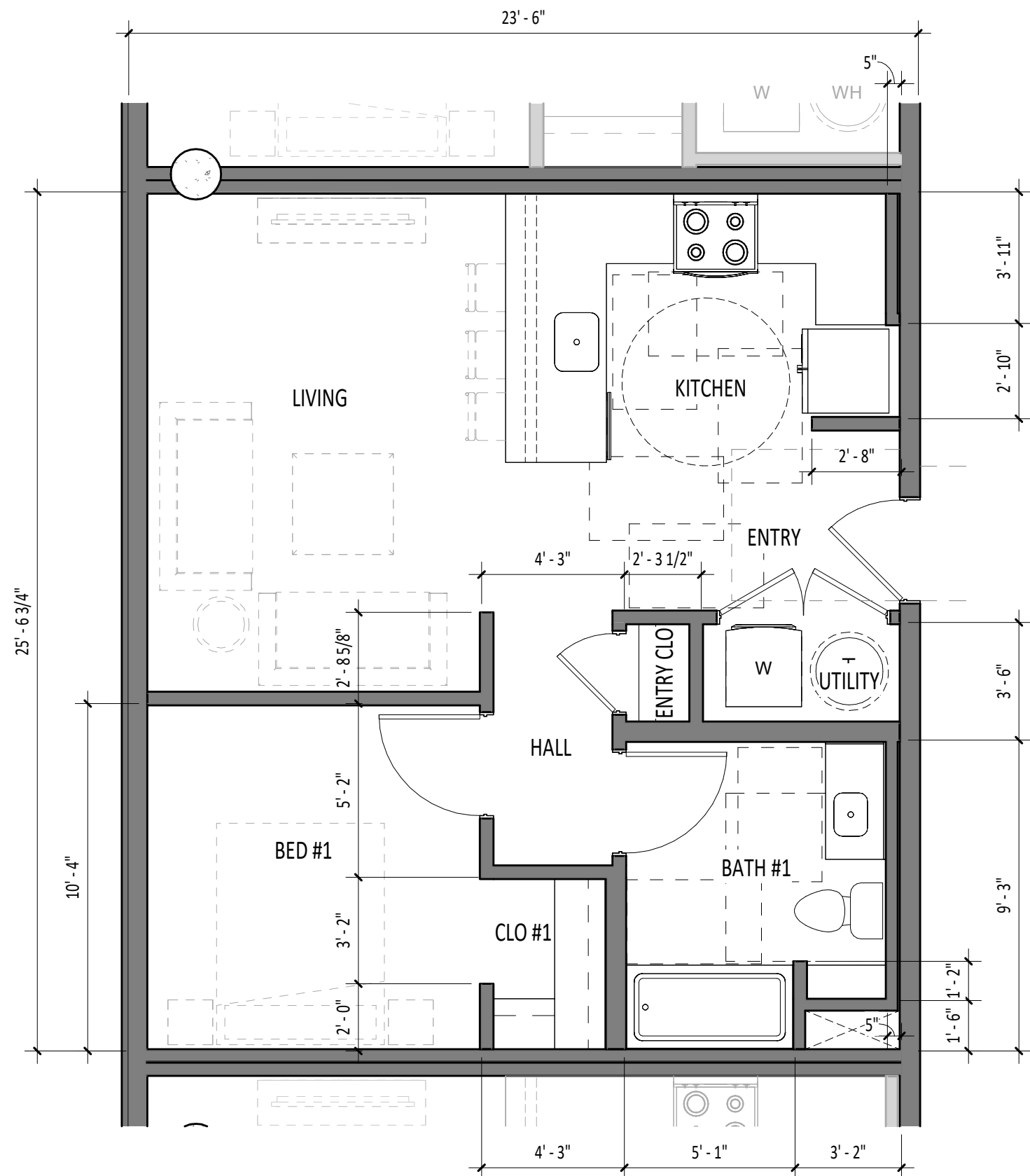


ENLARGED UNIT PLAN - UNIT TYPE A3 (STEEL)

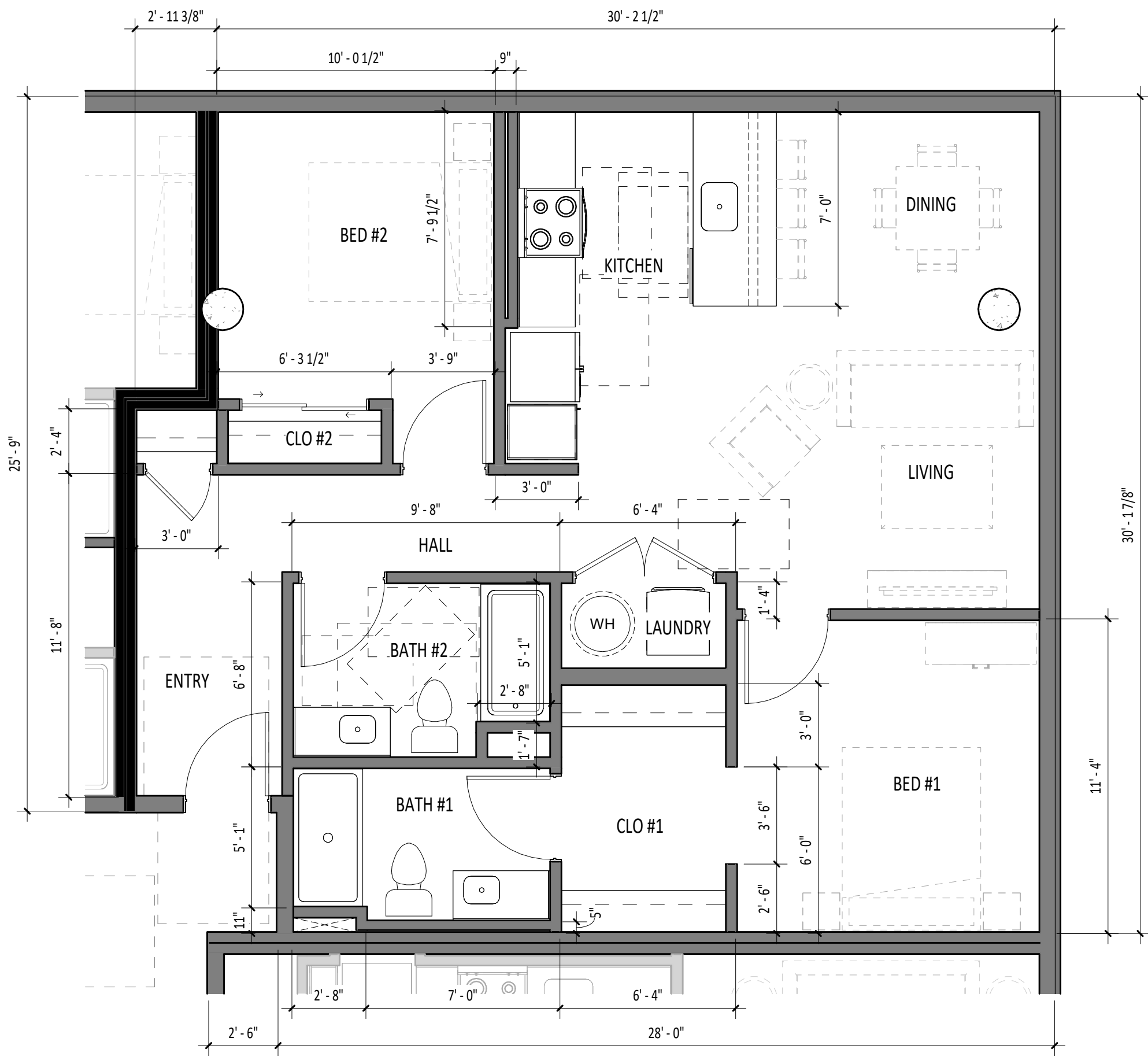


ENLARGED UNIT PLAN - UNIT TYPE A3.1 (STEEL)

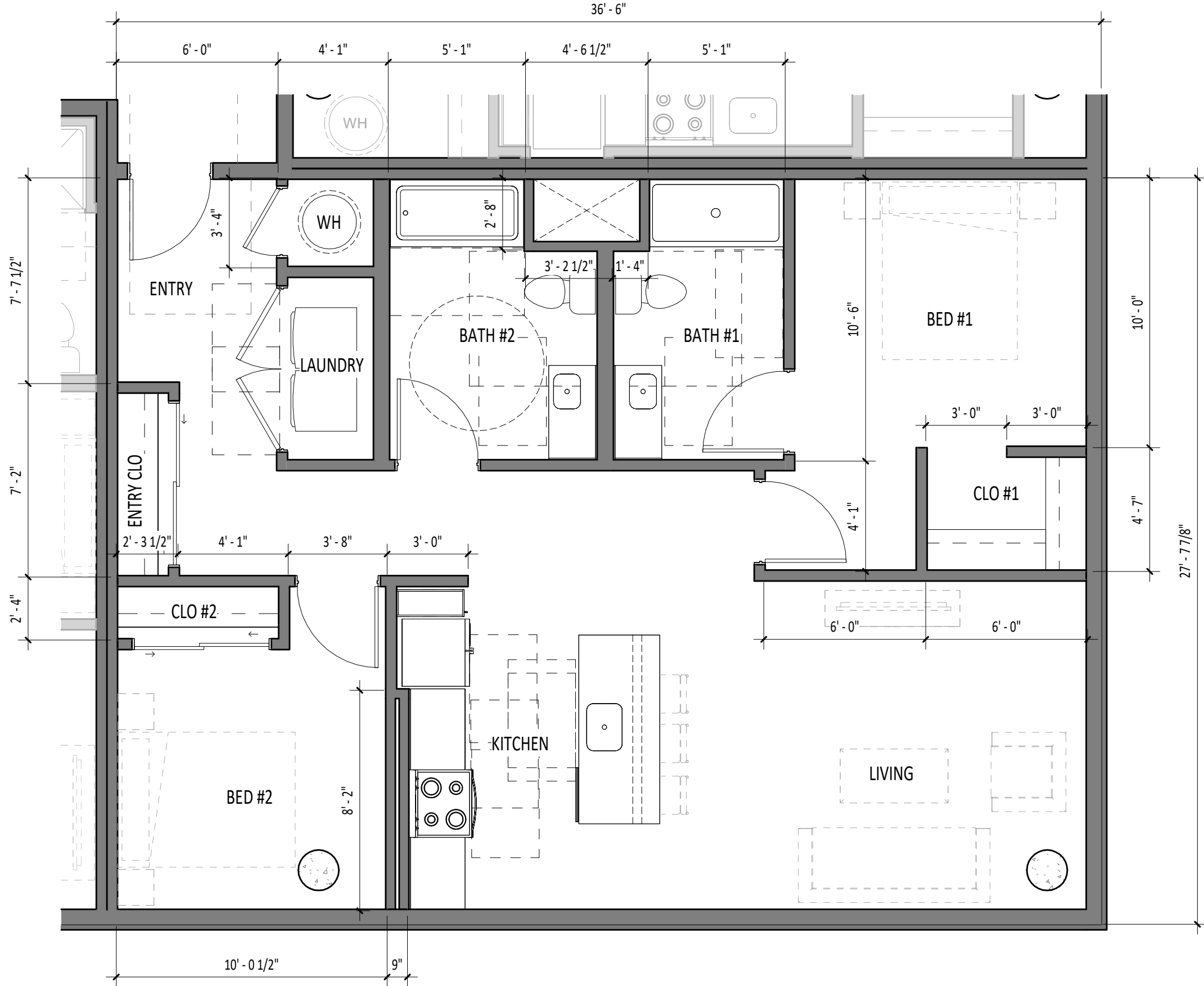
* 2 UNITS OCCUR ON LEVEL 2



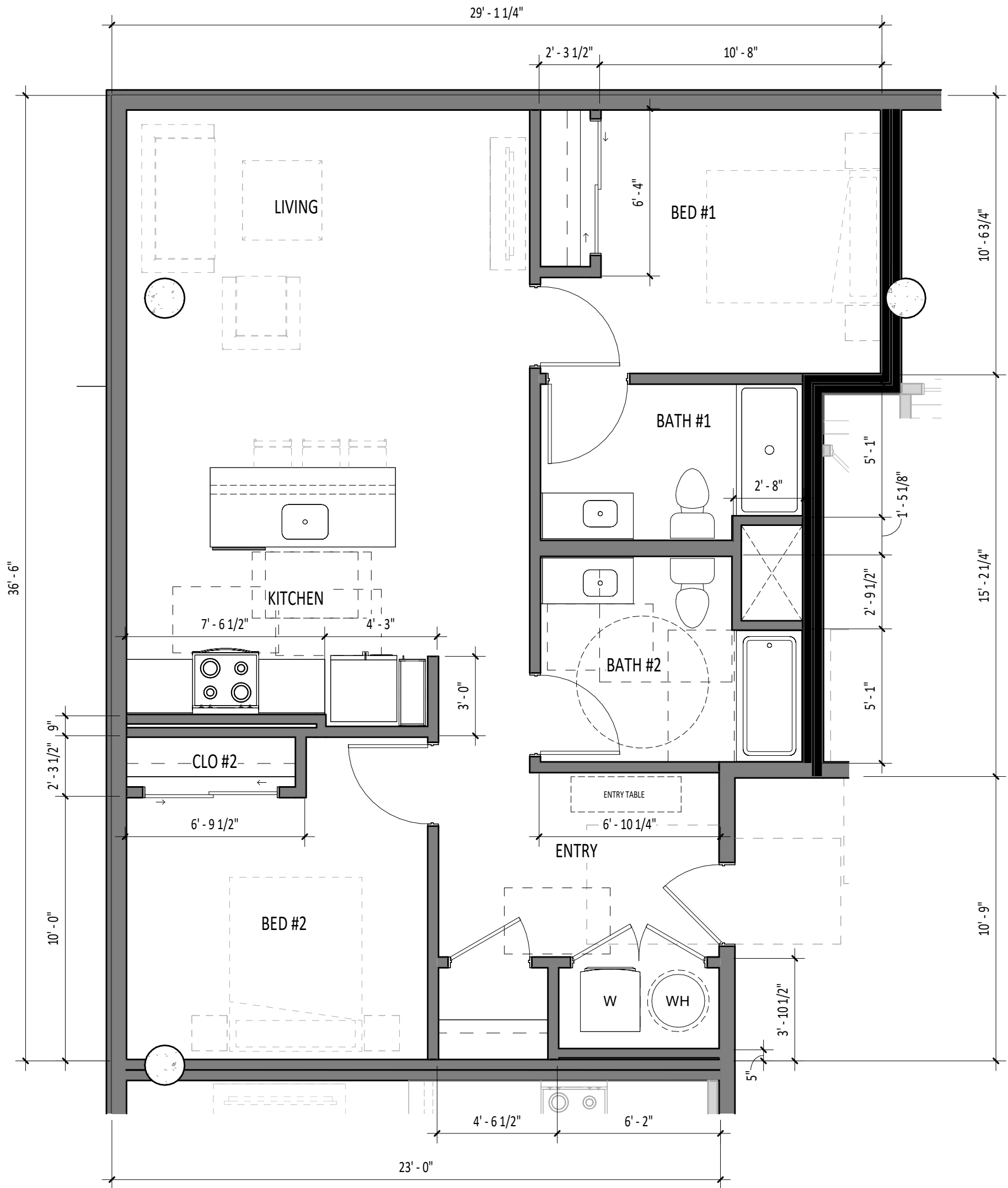
ENLARGED UNIT PLAN - UNIT TYPE A2 (STEEL)



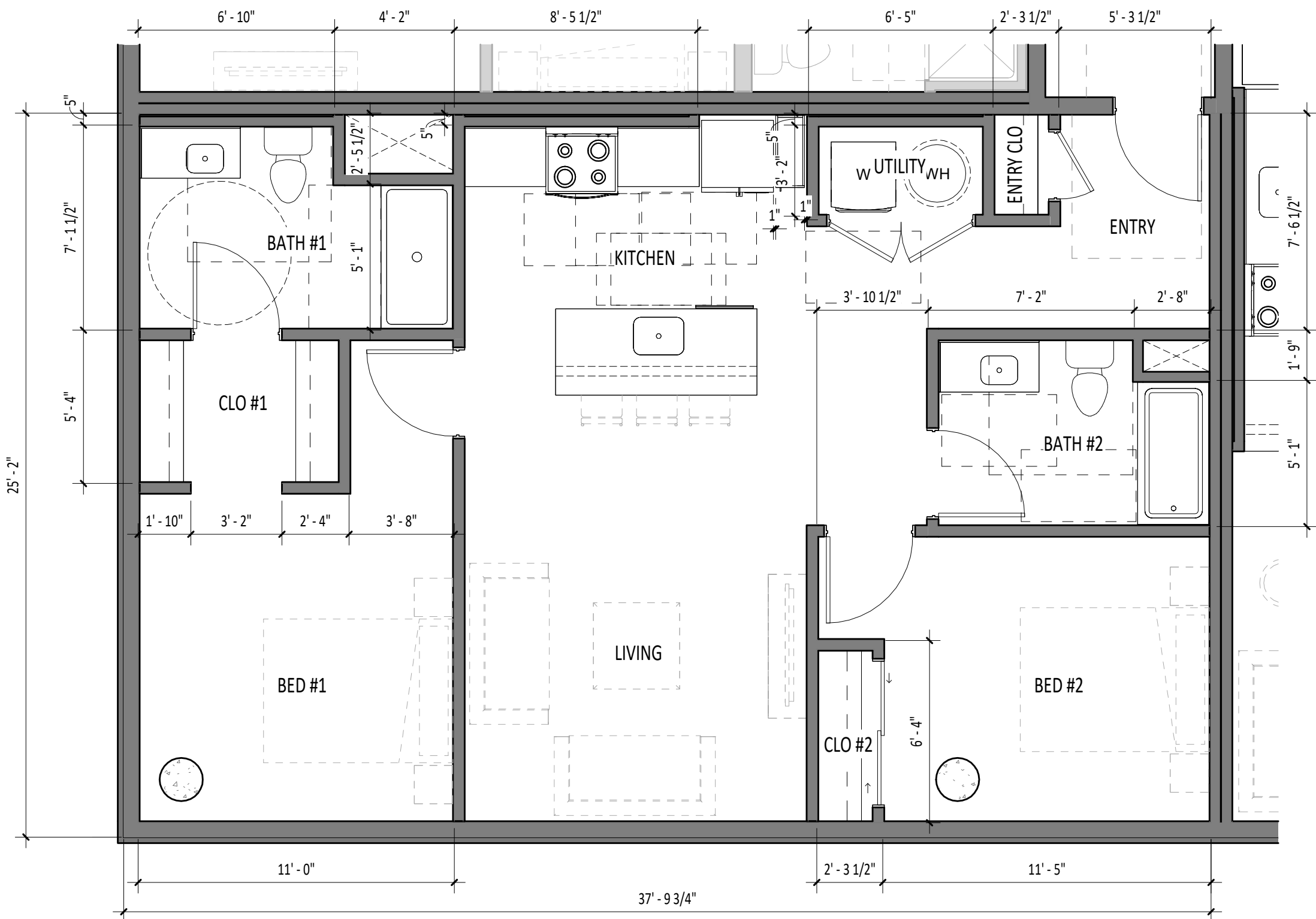
ENLARGED UNIT PLAN - UNIT TYPE B1 (STEEL)



ENLARGED UNIT PLAN - UNIT TYPE B2 (STEEL)



ENLARGED UNIT PLAN - UNIT TYPE B3 (STEEL)



ENLARGED UNIT PLAN - UNIT TYPE B4 (STEEL)

CONCEPT UNIT PLANS (STEEL) - 2 BED UNITS

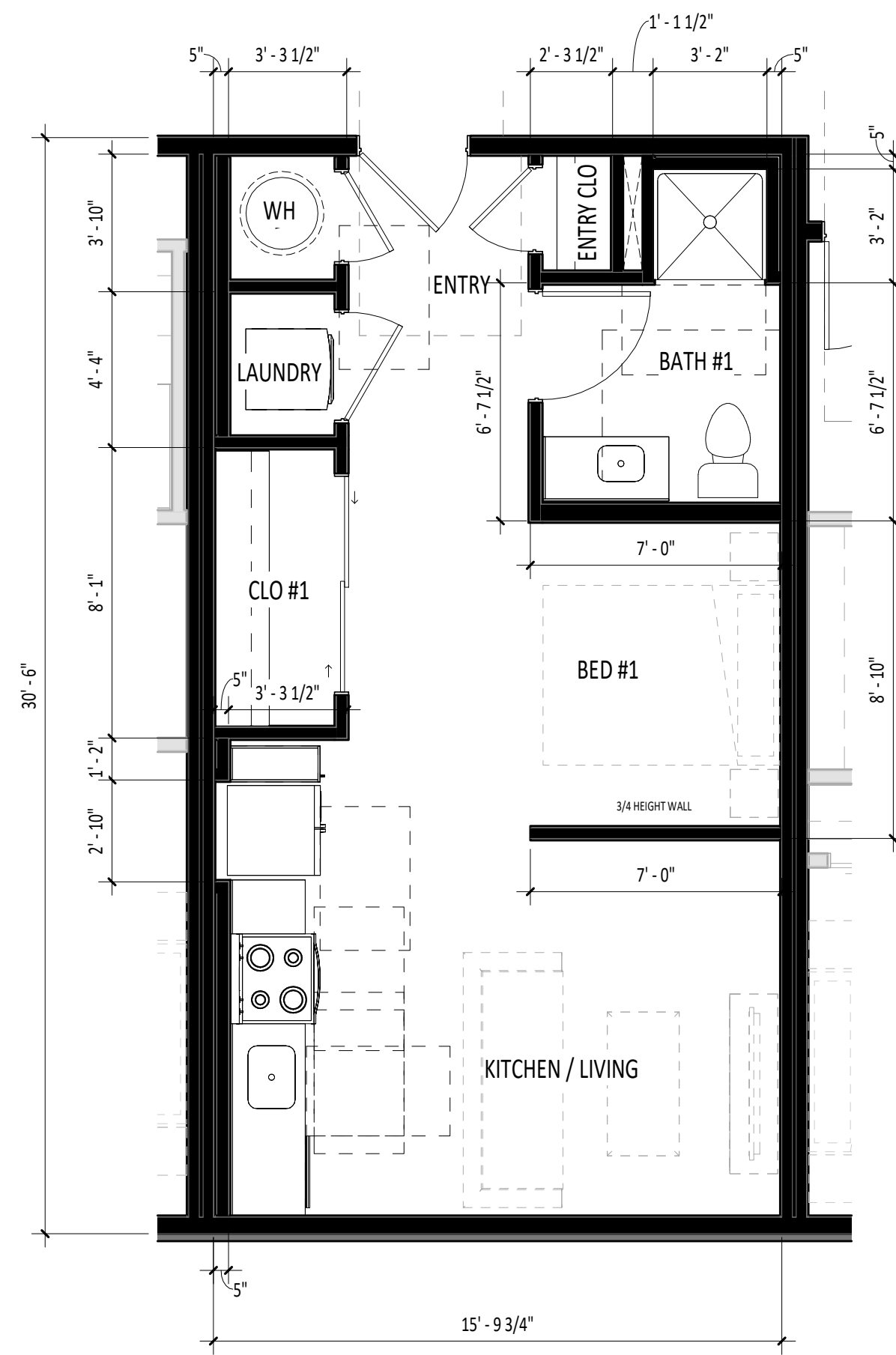
SCALE: 1/4" = 1'-0"

BLOCK 69N

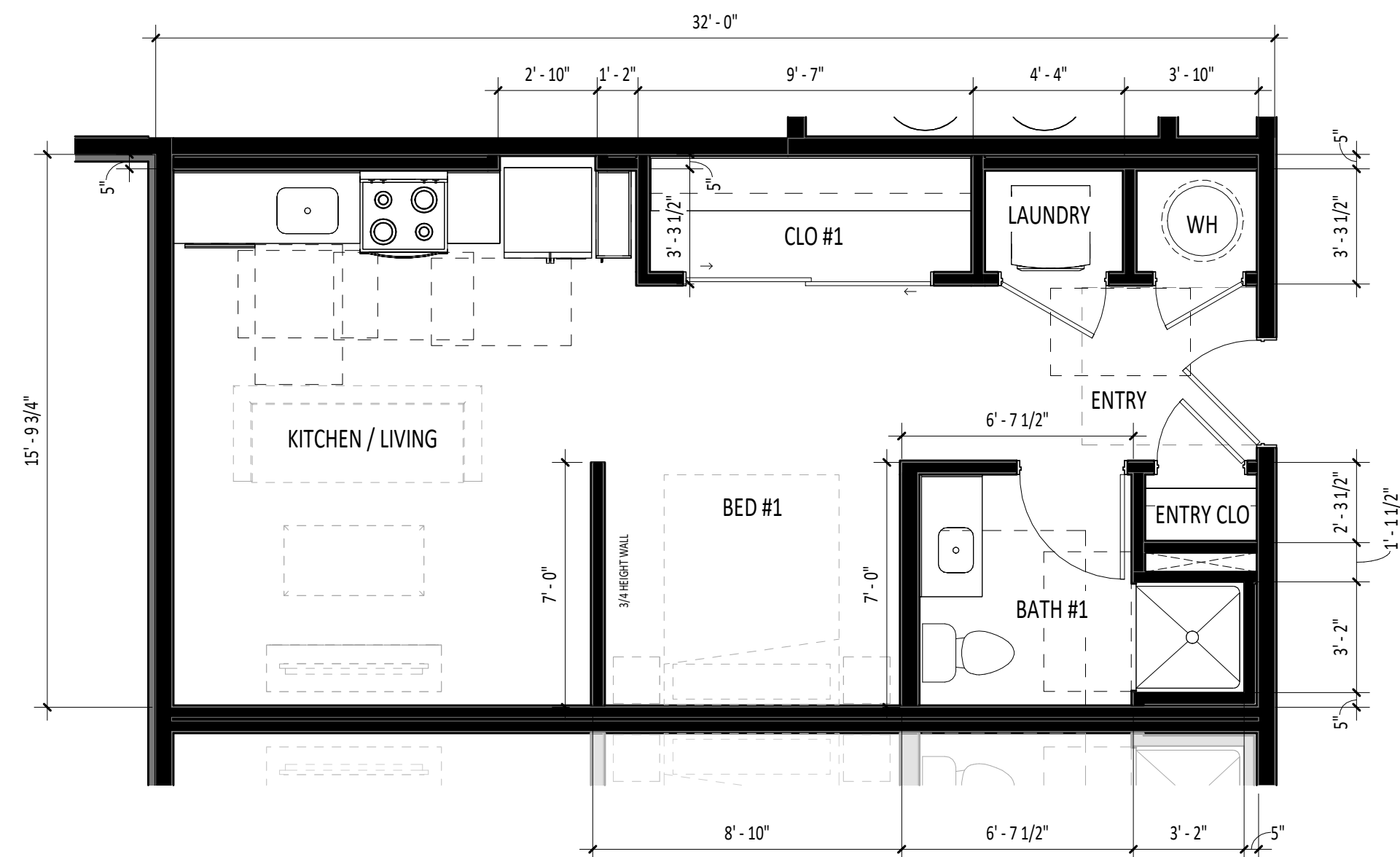
DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO

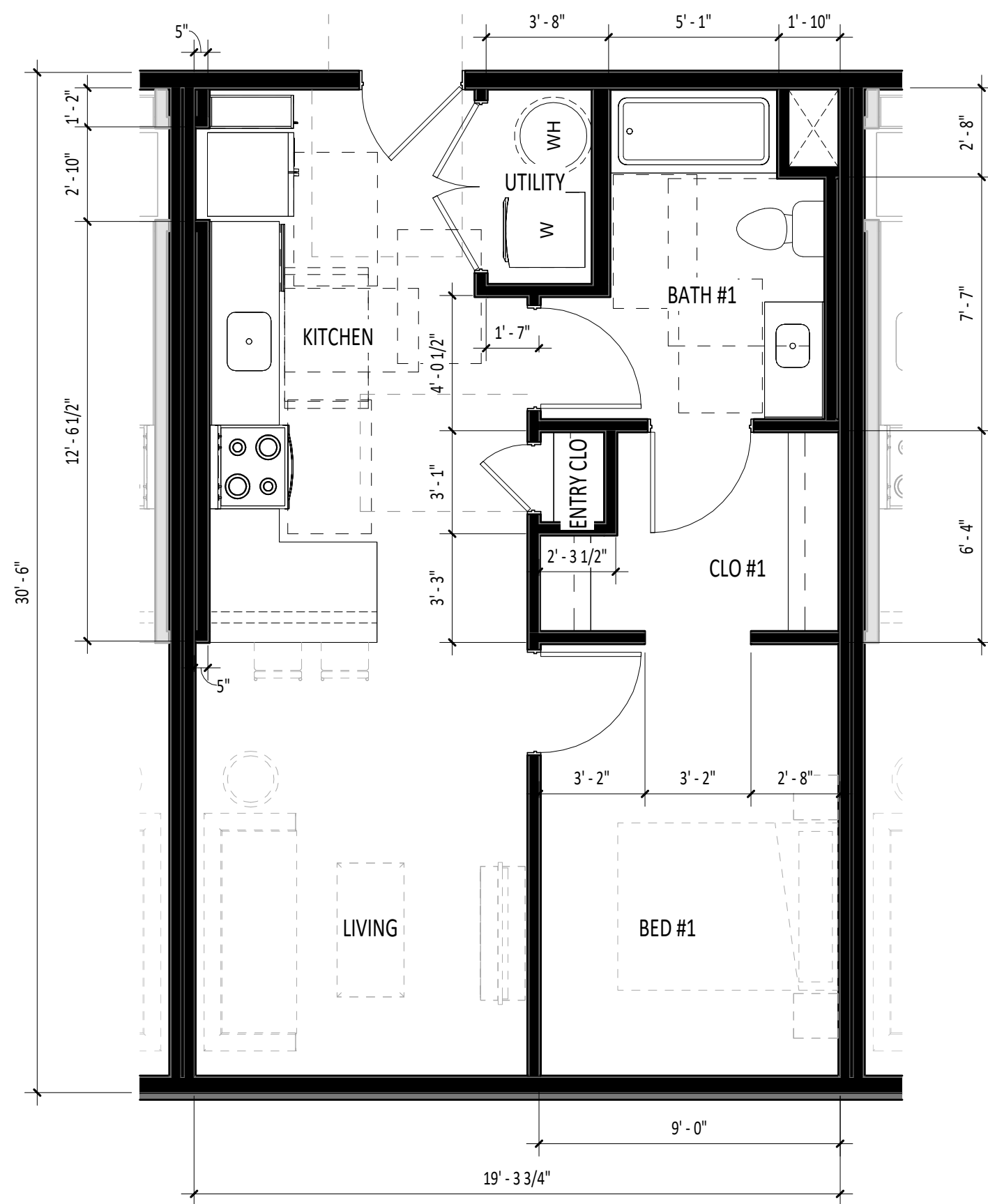




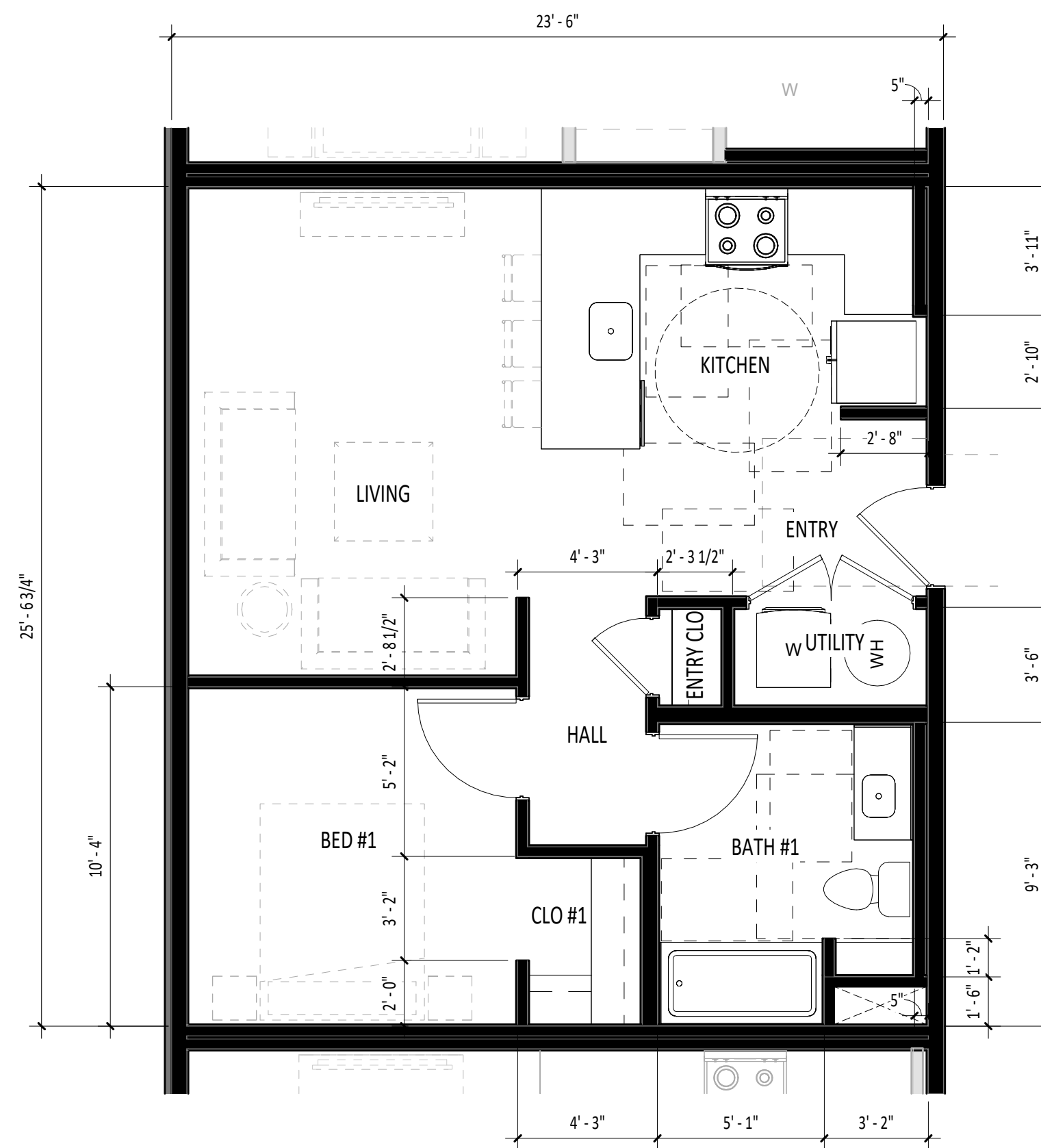
ENLARGED UNIT PLAN - UNIT TYPE S1 (WOOD)



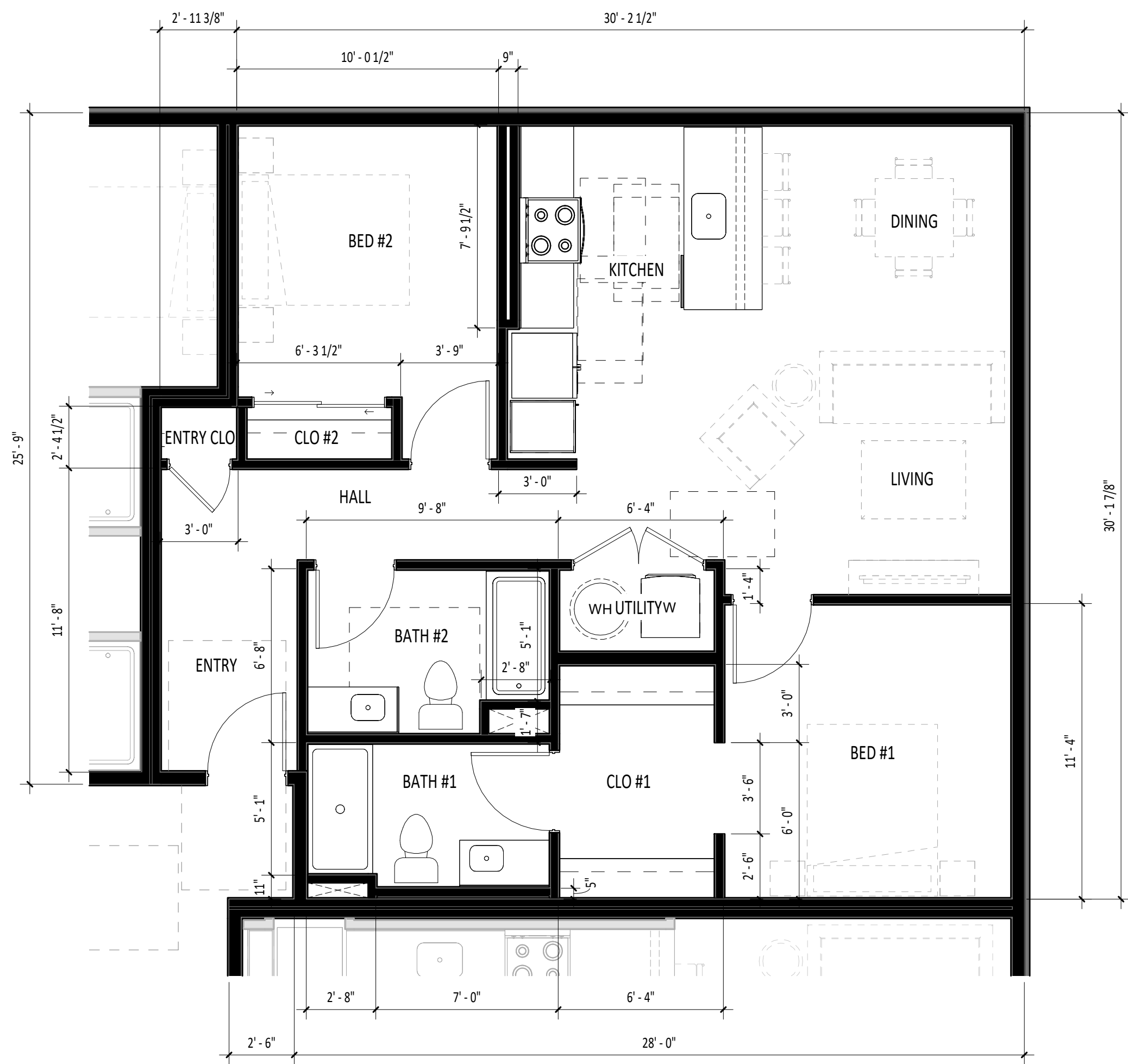
ENLARGED UNIT PLAN - UNIT TYPE S4 (WOOD)



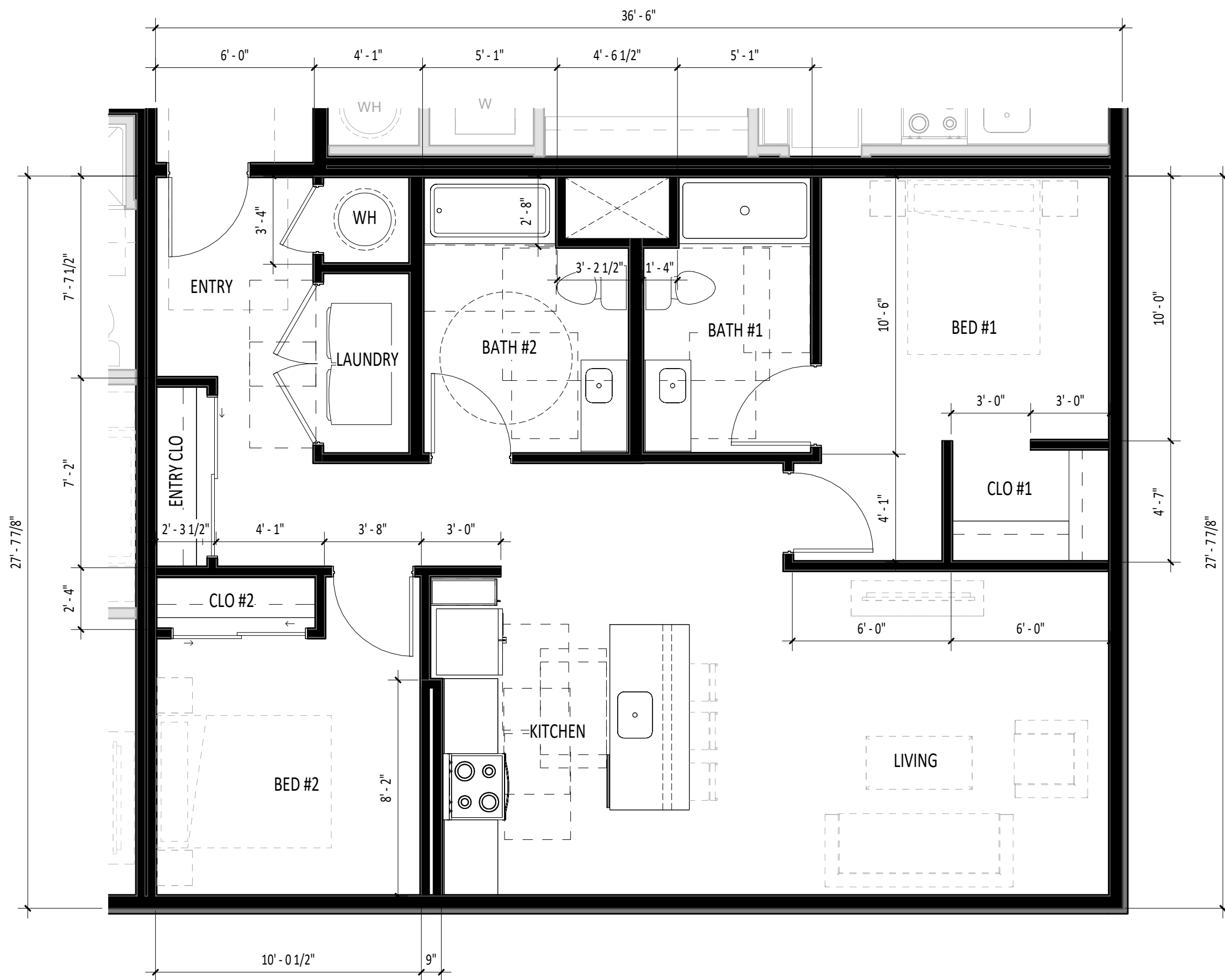
ENLARGED UNIT PLAN - UNIT TYPE A3 (WOOD)



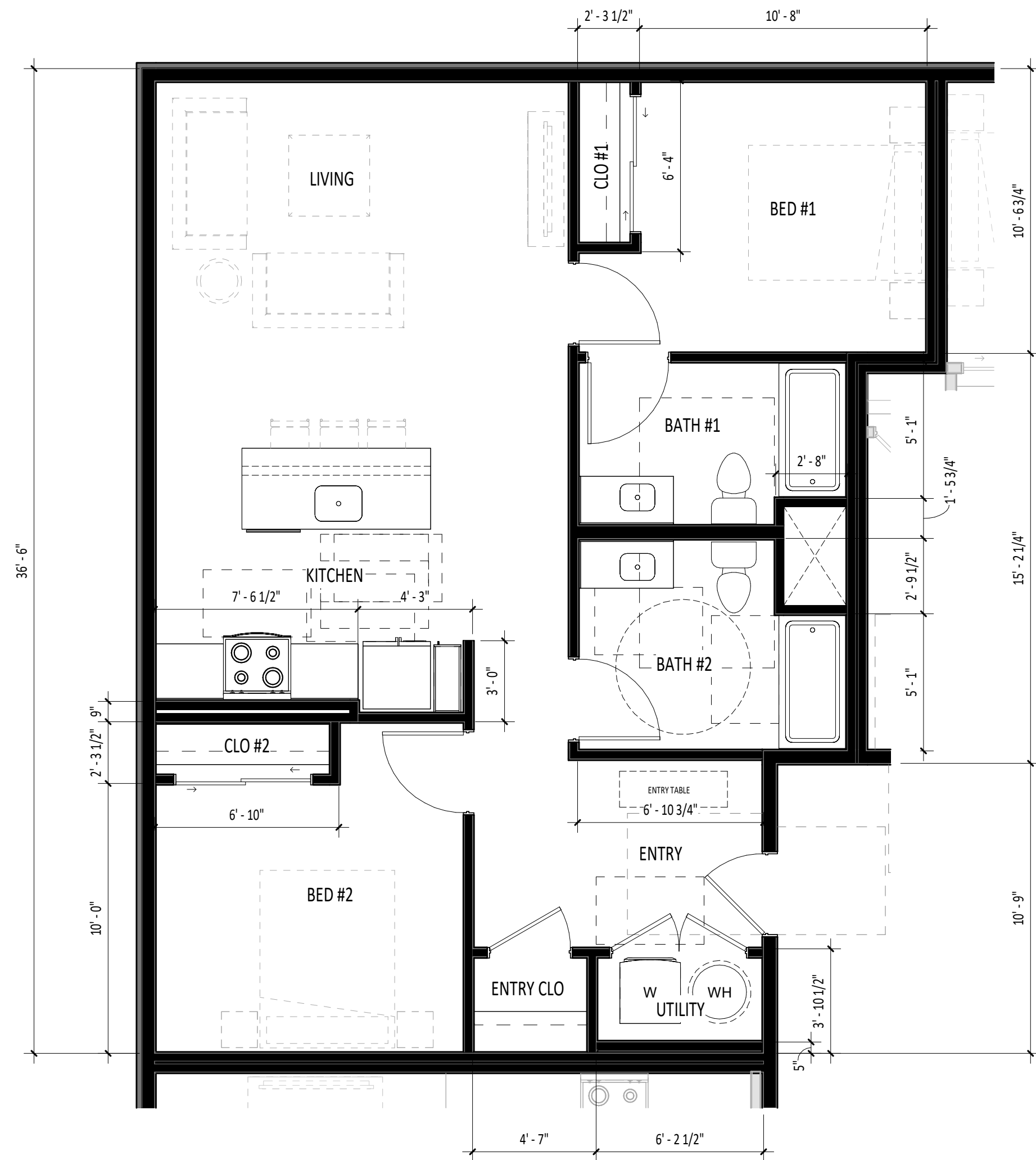
ENLARGED UNIT PLAN - UNIT TYPE A2 (WOOD)



ENLARGED UNIT PLAN - UNIT TYPE B1 (WOOD)



ENLARGED UNIT PLAN - UNIT TYPE B2 (WOOD)



ENLARGED UNIT PLAN - UNIT TYPE B3 (WOOD)

CONCEPT UNIT PLANS (WOOD) - 2 BED UNITS

SCALE: 1/4" = 1'-0"

BLOCK 69N

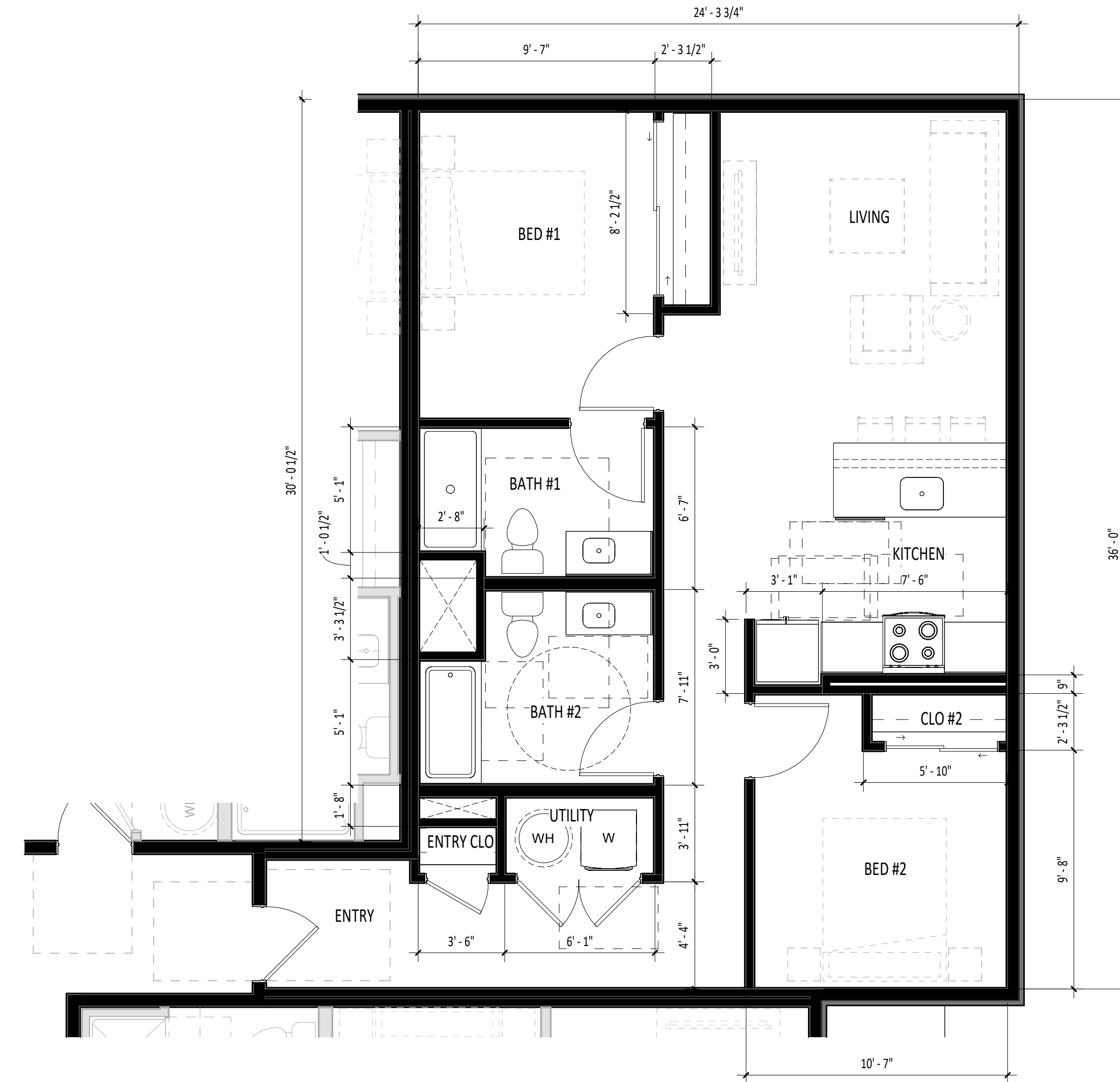
DATE: 10.18.2023

PROJECT ADDRESS: BOISE, IDAHO





ENLARGED UNIT PLAN - UNIT TYPE B4 (WOOD)



ENLARGED UNIT PLAN - UNIT TYPE B5 (WOOD)



- NOTES:**
1. REFER TO SITE PLANS FOR LOCATIONS.
 2. INSTALL PER CITY OF BOISE DOWNTOWN STREETSCAPE STANDARDS

3 Free Grate

Scale: NTS



- NOTES:**
1. REFER TO SITE PLANS FOR LOCATIONS.
 2. INSTALL PER CITY OF BOISE DOWNTOWN STREETSCAPE STANDARDS.

Historic Street Light

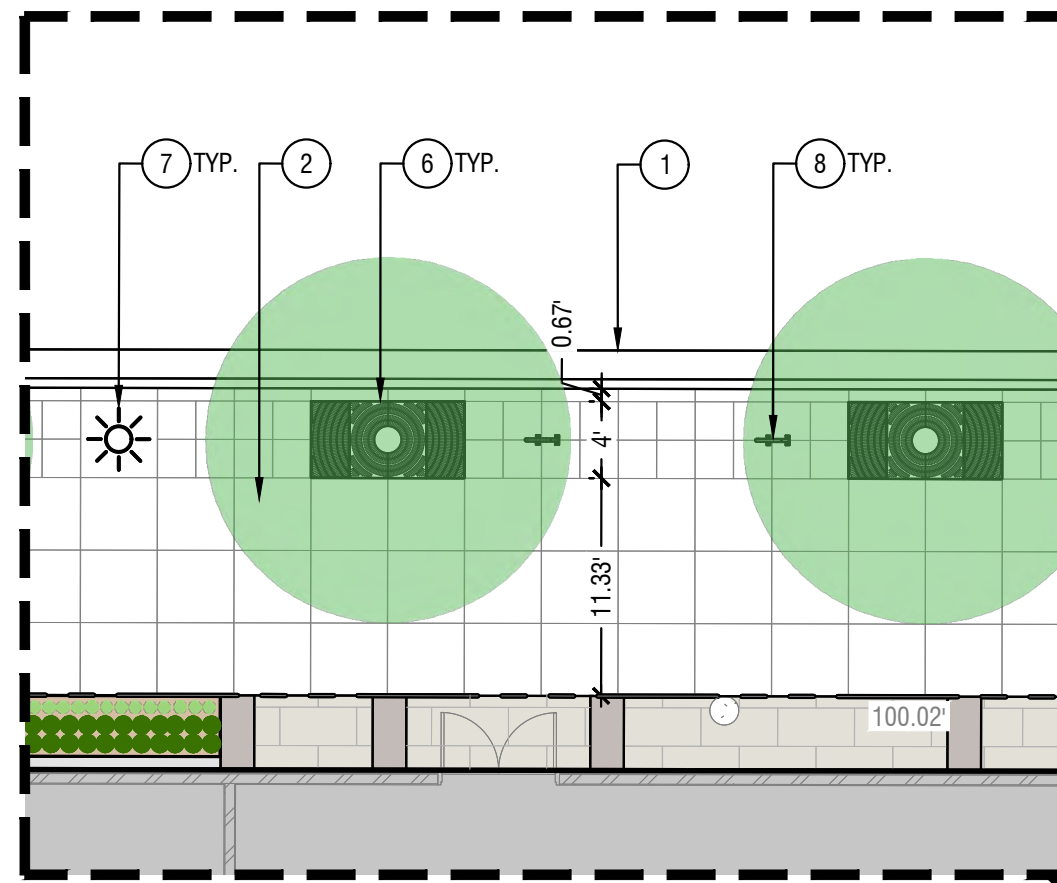
Scale: NTS



- NOTES:**
1. REFER TO SITE PLANS FOR LOCATIONS.
 2. INSTALL PER CITY OF BOISE DOWNTOWN STREETSCAPE STANDARDS

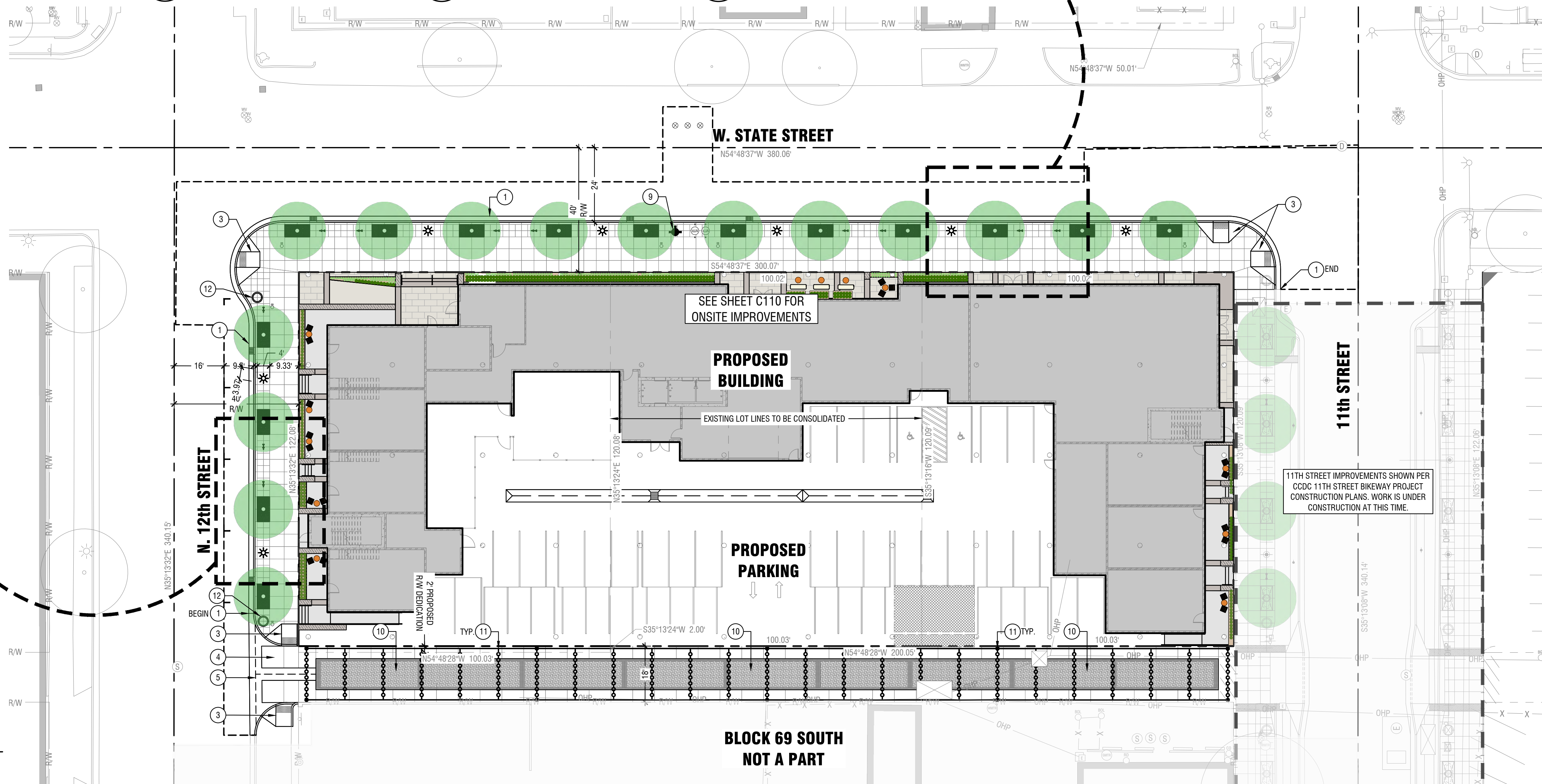
Bike Rack

Scale: NTS



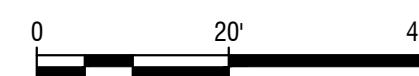
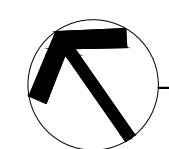
- State St. Detail**

Scale: 1" = 10'



Offsite Site Plan

Horizontal Scale: 1" = 20'

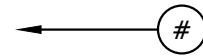


Sheet Notes:

- A. UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS.
- B. ALL OVERHEAD UTILITIES SHALL BE RELOCATED UNDERGROUND IN COORDINATION WITH THE PROJECT DEVELOPMENT AND UTILITY PROVIDERS.
- C. REFER CLOSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LAYOUT ITEMS.
- D. ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEMENT, EDGE OF FOUNDATION, EDGE OF WALLS OR CENTER OF POST.
- E. PROVIDE JOINTS AS SHOWN ON PLANS. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- F. FIRE ACCESS PROVIDED VIA ADJACENT STREETS AND ALLEYS.
- G. TRASH STORAGE LOCATED IN BUILDING STRUCTURE.

Keynotes:

1. PROPOSED CURB AND GUTTER PER ACHD STANDARDS.
2. PROPOSED CONCRETE SIDEWALK PER ACHD STANDARDS.
3. PROPOSED PEDESTRIAN RAMP PER ACHD STANDARDS.
4. PROPOSED CONCRETE PAVED DRIVEWAY PER ACHD STANDARDS.
5. PROPOSED VALLEY GUTTER PER ACHD STANDARDS.
6. PROPOSED CITY OF BOISE STANDARD TREE GRATE PER DETAIL 3. TYPE "KIVA" CAST IRON WITH NATURAL RAIL FINISH BY URBAN ACCESSORIES. SIZE: 4' X 8", ADA COMPLIANT. SILVA CELL DRAINAGE SYSTEM BELOW.
7. PROPOSED CITY OF BOISE STANDARD HISTORIC STREET LIGHT PER DETAIL 4.
8. PROPOSED CITY OF BOISE STANDARD BIKE RACK PER DETAIL 5.
9. PROPOSED FIRE HYDRANT.
10. PROPOSED PERMEABLE PAVER ALLEY DRAINAGE SYSTEM PER ACHD STANDARDS.
11. PROPOSED CATENARY STRING LIGHTS (TYP).
12. PROPOSED CITY OF BOISE MOVABLE PLANTER.



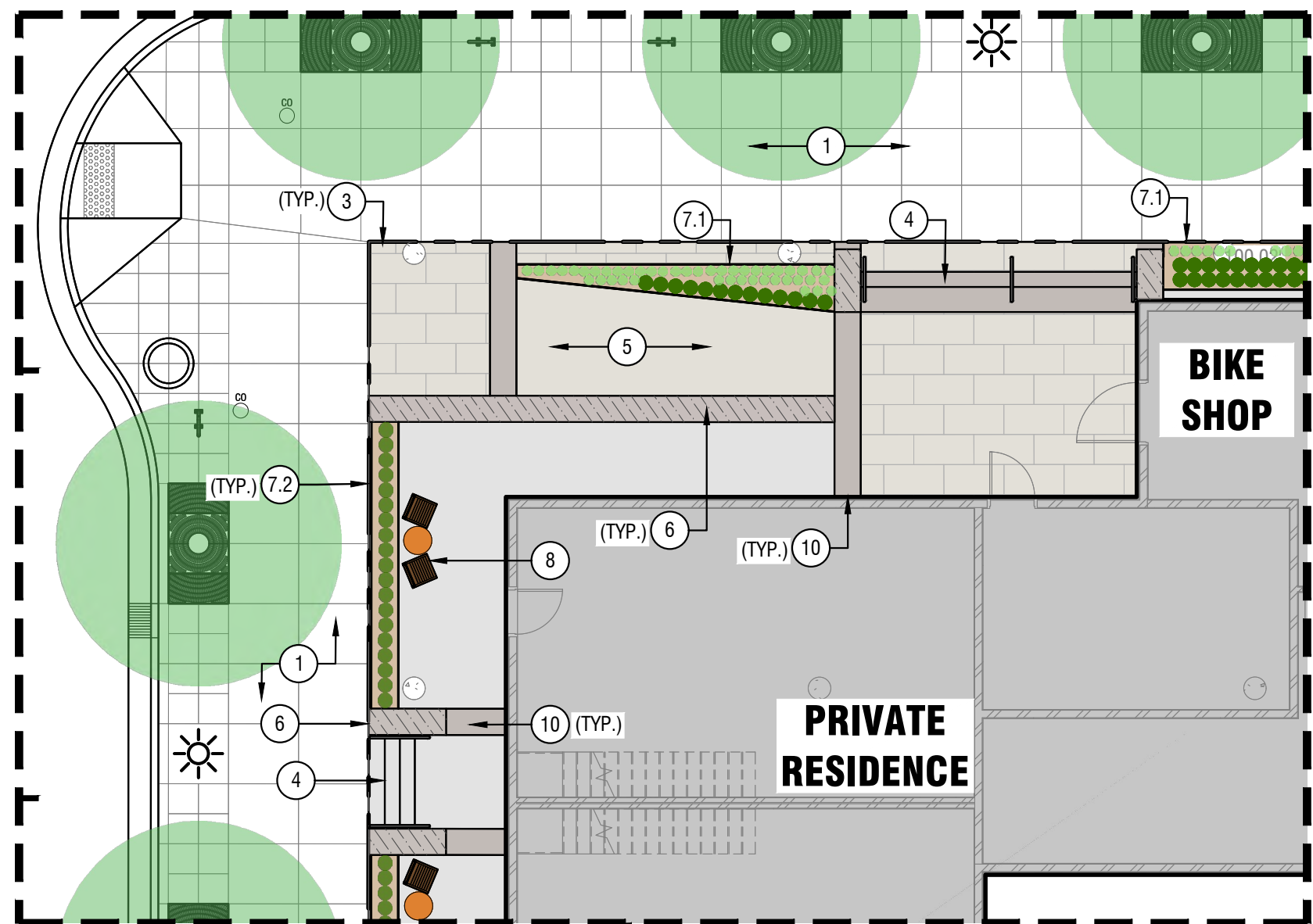
C100 - Offsite Site Plan

BLOCK 69N

DATE: 10.13.2023

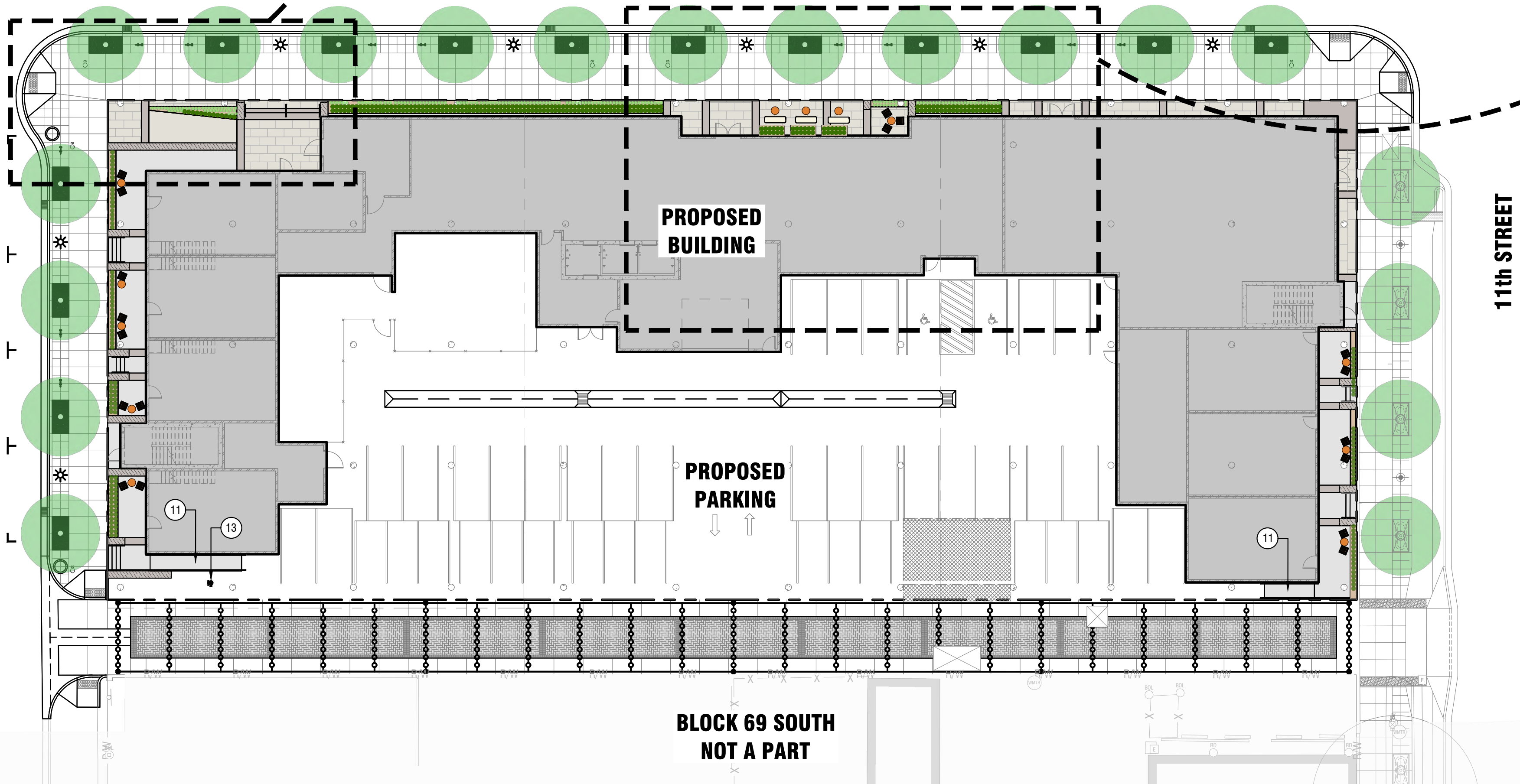
PROJECT ADDRESS: BOISE, IDAHO

pivot north



1 NW Entry Enlargement
Scale: 1" = 10'

W. STATE STREET



PROPOSED BUILDING

PROPOSED PARKING

BLOCK 69 SOUTH
NOT A PART

11th STREET

N. 12th STREET

Onsite Site Plan
Horizontal Scale: 1" = 20'

C110 - Onsite Site Plan

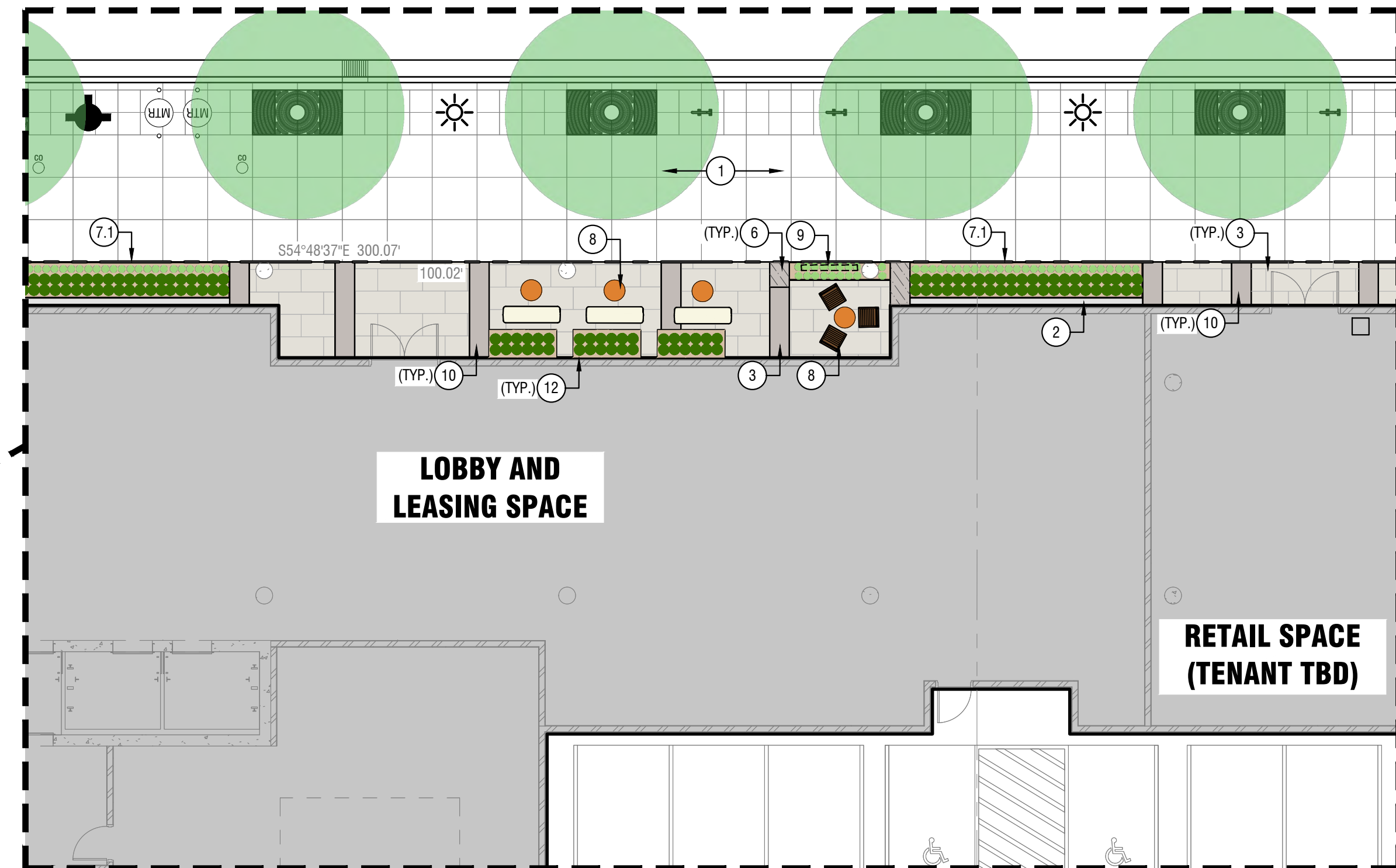
BLOCK 69N

DATE: 10.13.2023

PROJECT ADDRESS: BOISE, IDAHO

Keynotes:

1. OFFSITE IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.
2. CONCRETE BAND AT BUILDING FACADE.
3. DECORATIVE PAVING.
4. CONCRETE STAIR AND HANDRAIL AS REQUIRED BY CODE.
5. CONCRETE RAMP APPROACH - UNDER ADA THRESHOLD.
6. CONCRETE SITEWALL AT GRADE TRANSITION.
7. METAL LANDSCAPE PLANTER AT GRADE TRANSITION.
- 7.1. ±6" HEIGHT
- 7.2. ±36" HEIGHT
8. SITE SEATING FOR REFERENCE.
9. POTENTIAL SIGNAGE.
10. DECORATIVE CONCRETE BANDING.
11. ADA PEDESTRIAN RAMP WITH HANDRAILS.
12. COMMERCIAL PLANTERS.
13. BIKE REPAIR STATION.



2 Plaza Area Enlargement
Scale: 1" = 10'



pivot north

- #
- Keynotes:
1.

OFFSITE IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.
2.

ALLEY IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.
3.

GROUND FLOOR AMENITY SPACE, SEE SHEET C110 FOR MORE INFORMATION.
4.

COMMERCIAL PLANTER AND METAL GUARDRAIL.
5.

SEATING AREA - SOCIAL.
6.

PUTT-PUTT GOLF/INFORMAL SEATING.
7.

BAR HEIGHT RAILING SEATING.
8.

8" CONCRETE CURB AT SYNTHETIC TURF.
9.

COMMERCIAL PLANTERS.
10.

5' TALL METAL SCREEN.
11.

EXTENSIVE GREENROOF PLANTING.
12.

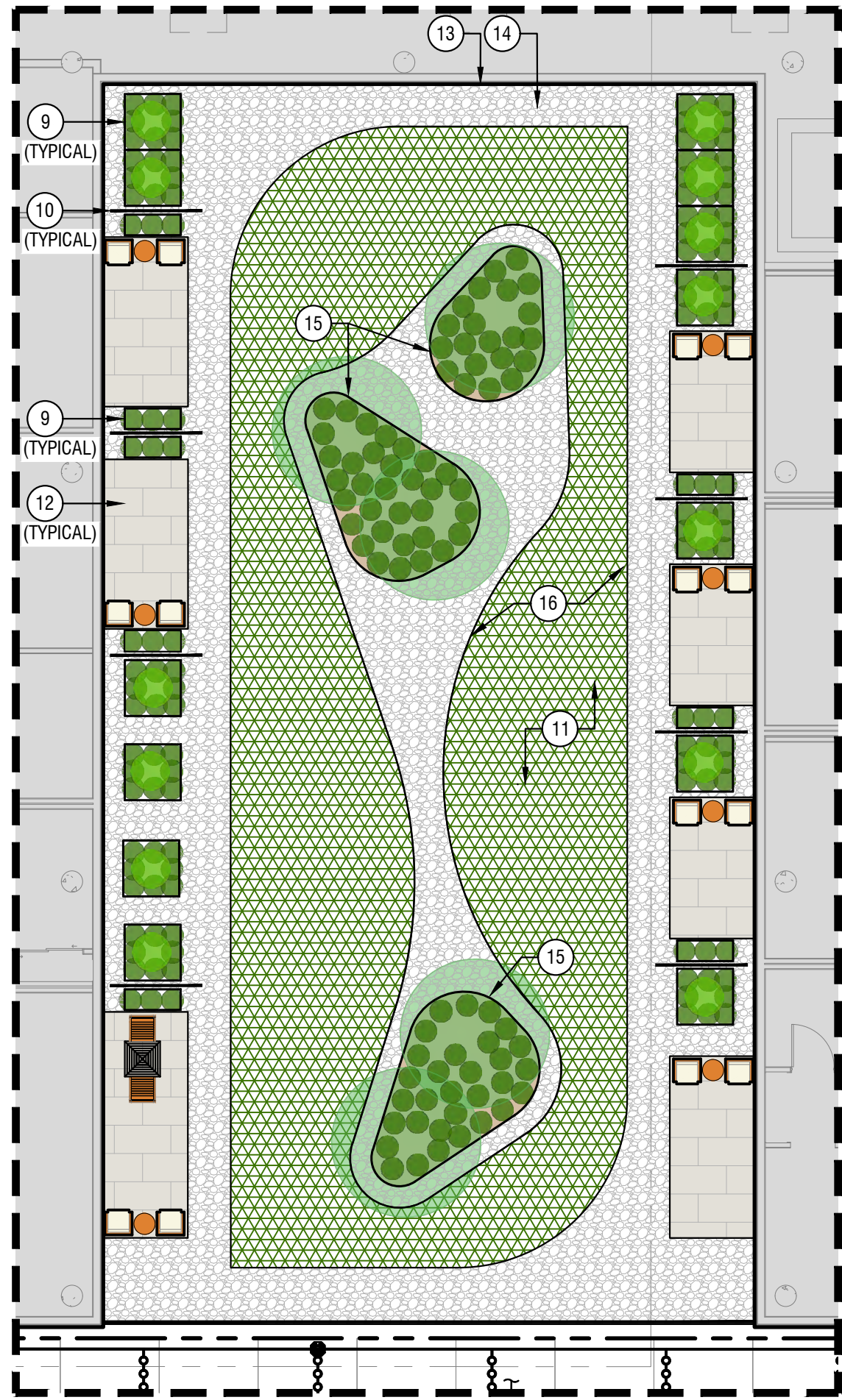
PEDESTAL PAVER SYSTEM.
13.

POTENTIAL MURAL ON WALL, ARCHITECTURAL TO PROVIDE MORE INFORMATION.
14.

BALLAST ROCK MULCH EDGING DETAIL.
15.

MODULAR METAL PLANTER FOR TREES - 36" HEIGHT.
16.

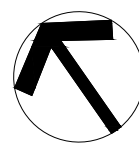
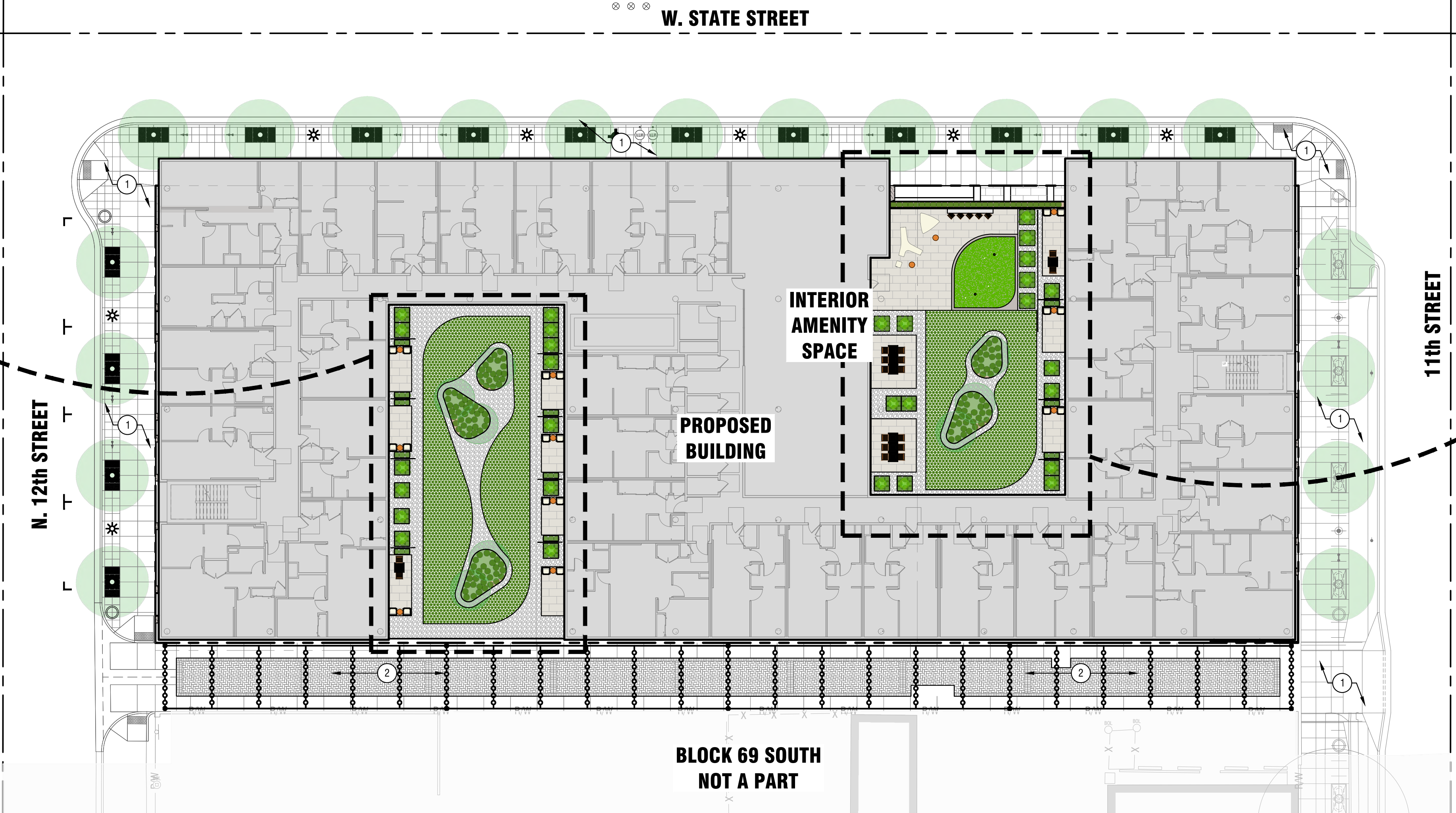
METAL EDGING AT EXTENSIVE GREEN ROOF PLANTING.



1

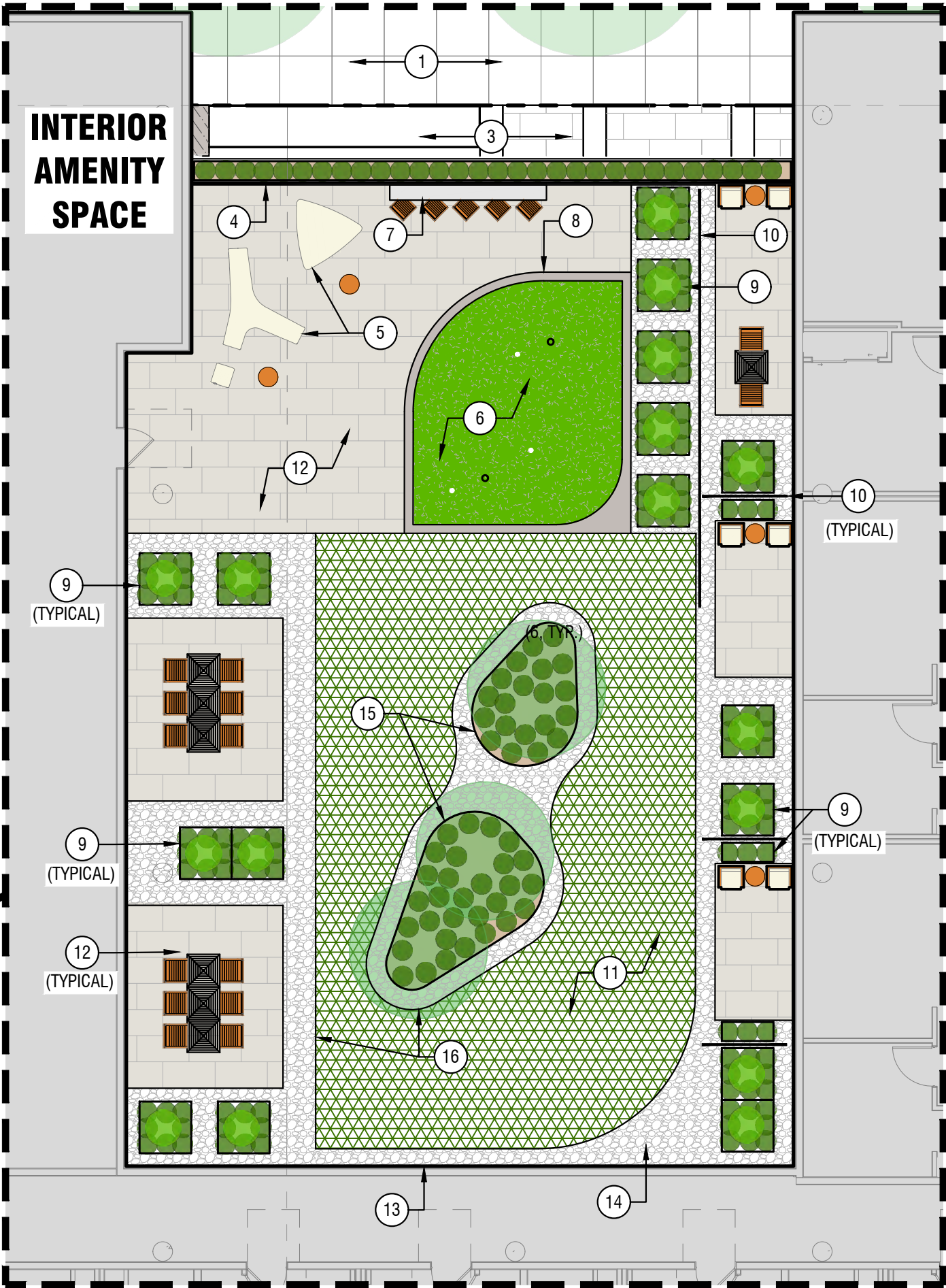
Amenity Deck Enlargement

Scale: 1" = 10'



2nd Floor Amenity Deck Plan

Horizontal Scale: 1" = 20'



2

Amenity Deck Enlargement

Scale: 1" = 10'



C120 - 2nd Floor Amenity Deck Plan

BLOCK 69N

DATE: 10.13.2023

PROJECT ADDRESS: BOISE, IDAHO

pivot north

1. OFFSITE IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.
2. GROUND FLOOR AMENITY SPACE, SEE SHEET C110 FOR MORE INFORMATION.
3. 2ND FLOOR AMENITY SPACE, SEE SHEET C120 FOR MORE INFORMATION.
4. BUILDING PARAPET, REFER TO ARCHITECTURAL FOR MORE INFORMATION.
5. COMMERCIAL PLANTER AND METAL GUARDRAIL.
6. FIRE TABLE WITH SEATING.
7. GRILL STATION, WITH (2) GRILLS AND COUNTERTOP PIZZA OVEN.
8. PASS THROUGH COUNTER.
9. WALL MOUNTED OUTDOOR HEATERS, ELECTRIC.
10. PEDESTAL PAVER SYSTEM.
11. TABLE AND CHAIRS.
12. ALLEY IMPROVEMENTS, SEE SHEET C100 FOR MORE INFORMATION.



C130 - 7th Floor Sky Deck Plan

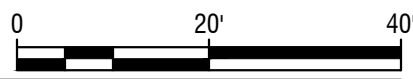
BLOCK 69N

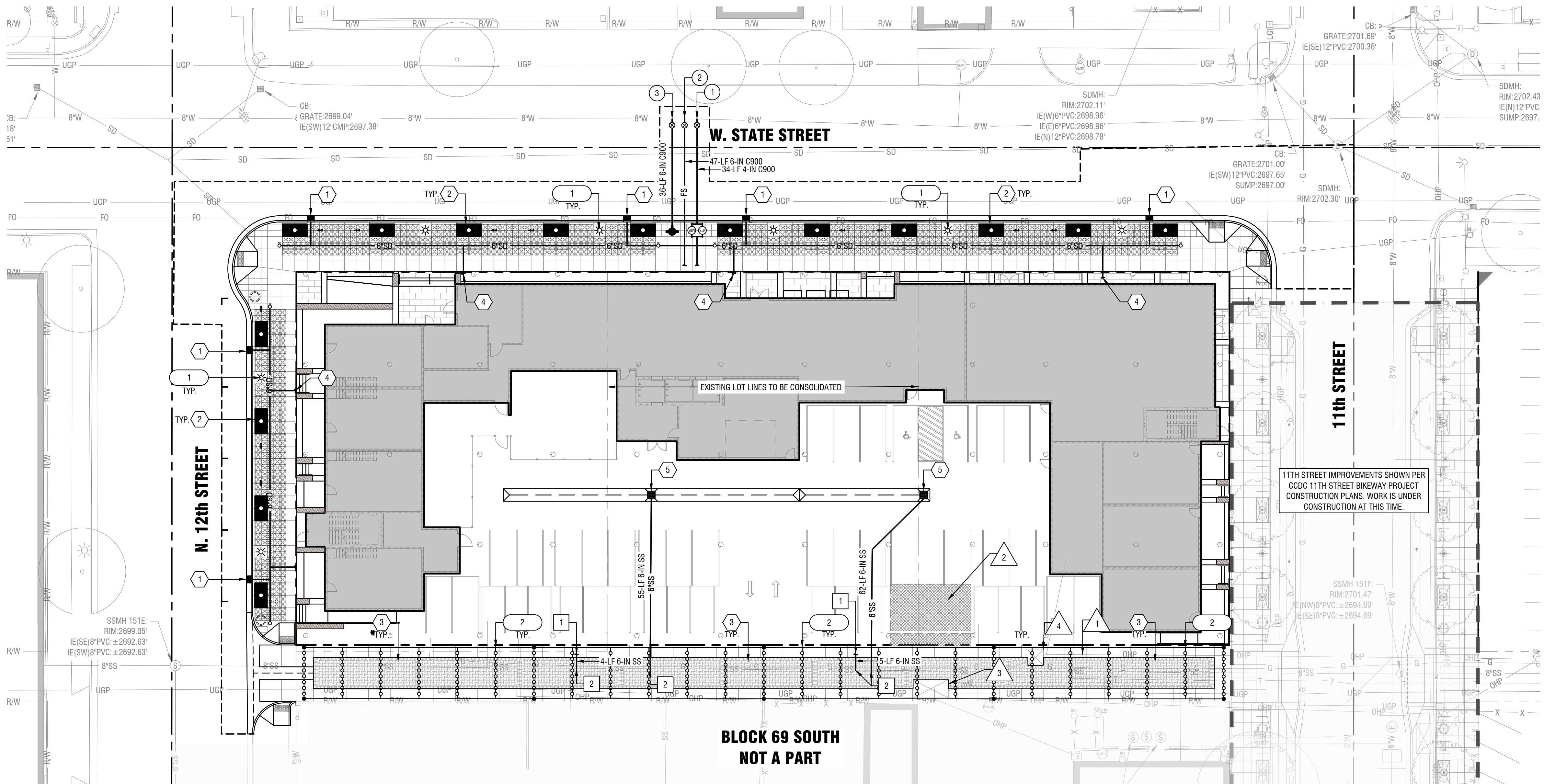
DATE: 10.13.2023

PROJECT ADDRESS: BOISE, IDAHO



pivot north





 **Utility Plan**
Horizontal Scale: 1" = 20'

Sheet Notes:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE, CHAPTER 22, TITLE 55 REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED AS A RESULT OF FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES OR DIG-LINE (342-1585) FOR EXACT LOCATIONS A MINIMUM OF 48-HOURS PRIOR TO DIGGING.
2. ALL PIPE INSTALLATION AND TRENCHING SHALL CONFORM TO THE LATEST EDITION OF THE ISPWC DIVISION 300 AND SD-301. BEDDING AND BACKFILL SHALL BE CONSTRUCTED PER SECTIONS 305 AND 306 OF THE ISPWC.
3. 48 HOURS PRIOR TO WORK COORDINATE WITH BOISE CITY PUBLIC WORKS TO OBTAIN TAP PERMIT AND SCHEDULE INSPECTION

Sewer Keynotes:

1. STUB 6" SEWER SERVICE PER ISPWC SD-511. COORDINATE WITH BUILDING MECHANICAL PLAN FOR CONTINUATION.
2. TIE-IN TO EXISTING 8-IN SEWER MAIN PER ISPWC SD-511 VIA INSERTA TEE. CONTACT CITY OF BOISE PUBLIC WORKS 48 HOURS PRIOR TO OBTAIN A SEWER TAP PERMIT AND SCHEDULE INSPECTION.

Water Keynotes:

1. 4-IN WATER SERVICE CONNECTION BY VEOLIA PER DETAIL 1/C550. CONTRACTOR SHALL COORDINATE METER INSTALLATION WITH VEOLIA. COORDINATE WITH MECHANICAL FOR BUILDING CONTINUATION.
2. 6-IN FIRE SERVICE BY VEOLIA. CONFIRM SIZE WITH FIRE SPRINKLER DESIGN PRIOR TO INSTALLATION. CONTRACTOR SHALL COORDINATE INSTALLATION. COORDINATE WITH MECHANICAL FOR BUILDING CONTINUATION.
3. COORDINATE WITH VEOLIA TO INSTALL NEW FIRE HYDRANT.

Storm Keynotes:

1. INSTALL CATCH BASIN TYPE 1 PER ACHD SUP SD-601 & SD-715A.
2. 4'X8' TREE GRATE WITH SILVA CELL UNIT DRAINAGE SYSTEM.
3. PERMEABLE PAVER ALLEY DRAINAGE SYSTEM PER ACHD STANDARDS.
4. ROOF DRAIN CONNECTION: COORDINATE CONTINUATION WITH BUILDING PLUMBING PLAN.
5. INSTALL INLET CATCH BASIN TYPE III PER ISPWC SD-603.

Dry Utility Keynotes:

1. ALL EXISTING OVERHEAD OR "DRY" UTILITY TO BE RELOCATED. COORDINATE WITH SITE ELECTRICAL, IDAHO POWER OR OTHER AFFECTED UTILITY AS REQUIRED.
2. PROPOSED IDAHO POWER TRANSFORMER. COORDINATE WITH SITE ELECTRICAL AND IDAHO POWER.
3. PROPOSED IDAHO POWER VAULT (CURRENTLY UNDER CONSTRUCTION). COORDINATE WITH SITE ELECTRICAL AND IDAHO POWER.
4. PROPOSED LUMEN HANDHOLE (CURRENTLY UNDER CONSTRUCTION). COORDINATE WITH SITE ELECTRICAL AND LUMEN.

Street Light Keynotes:

1. CITY OF BOISE STANDARD HISTORIC STREET LIGHT PER DETAIL 4, THIS SHEET.
2. PROPOSED CATENARY STRING LIGHTS (TYP).

C500 - Utility Plan

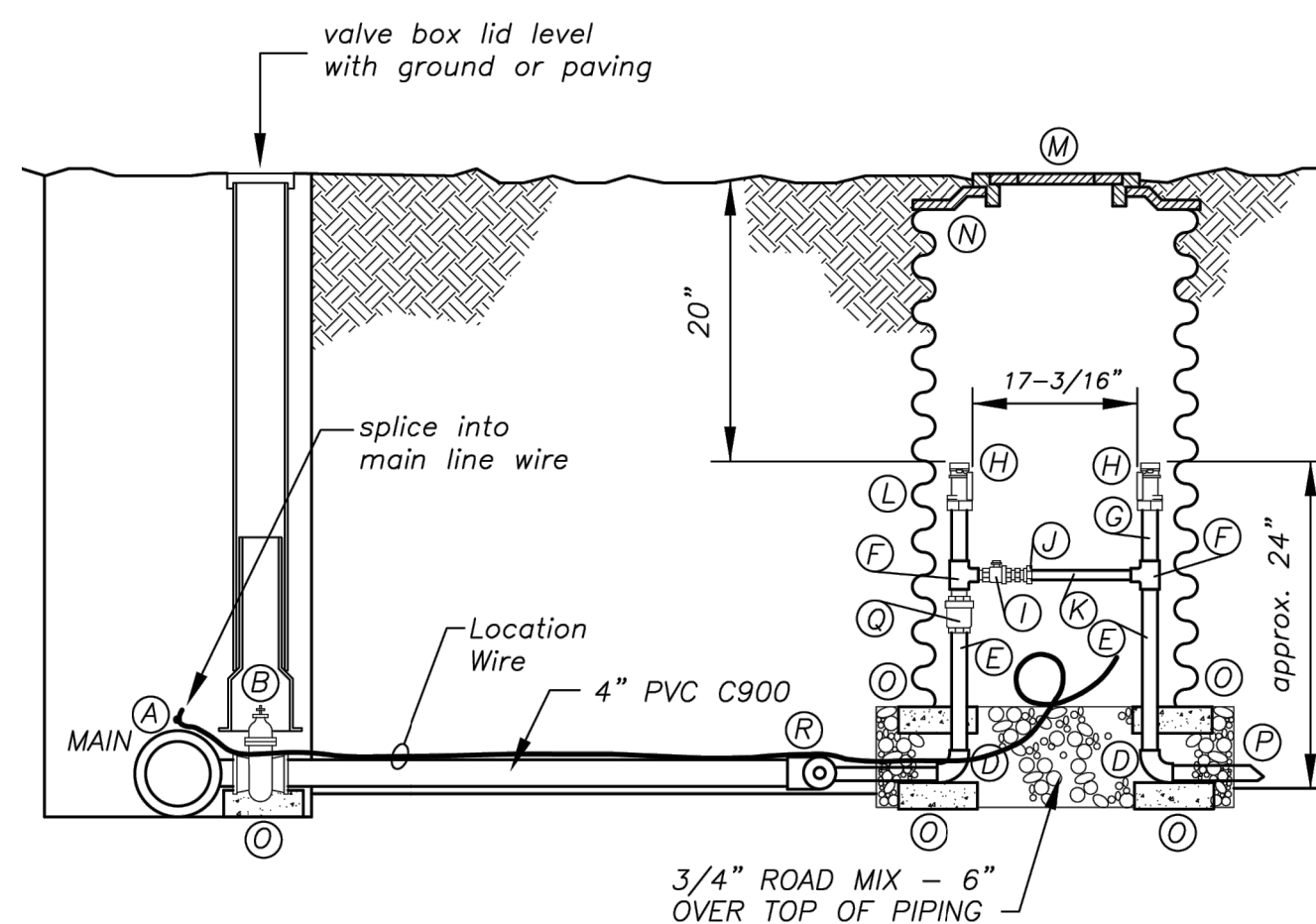
BLOCK 69N

DATE: 10.13.2023

PROJECT ADDRESS: BOISE, IDAHO



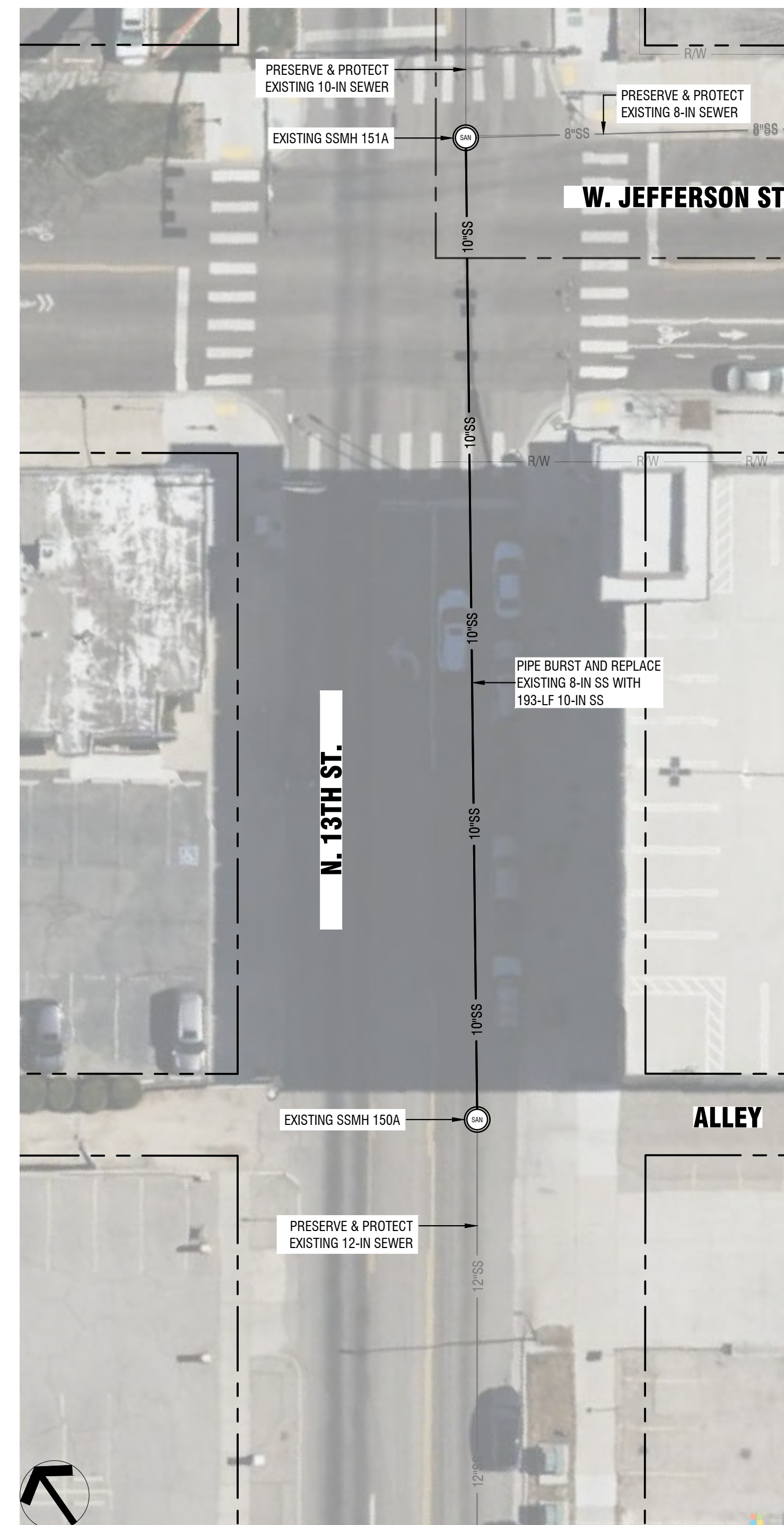
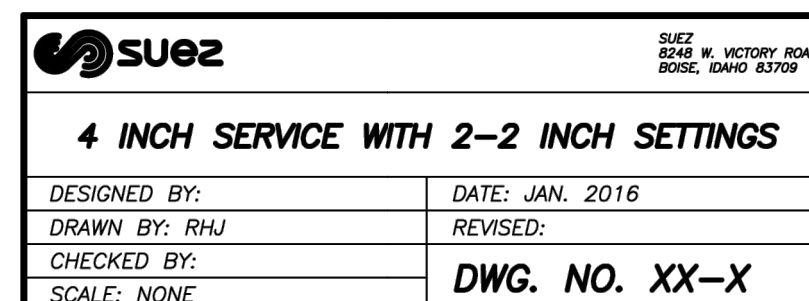
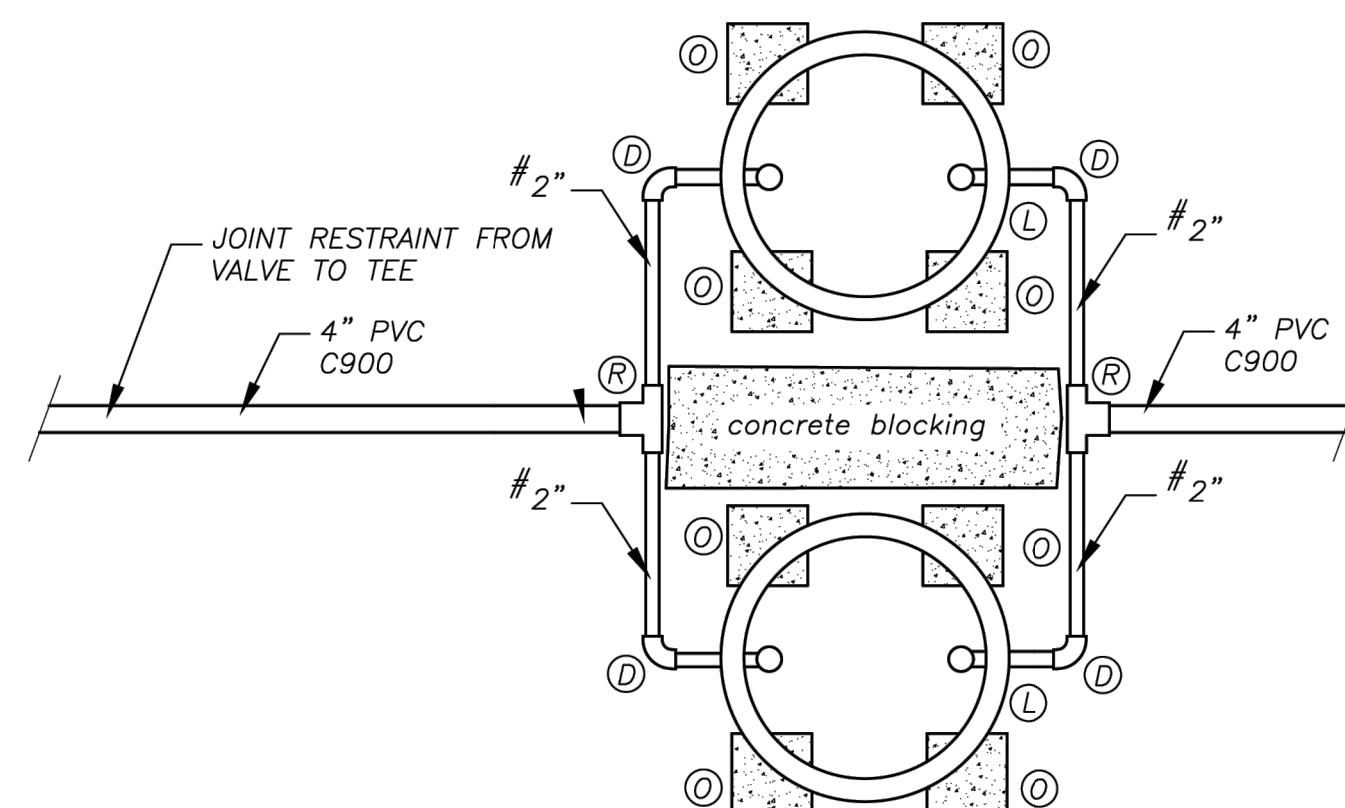
pivot north



ITEM	QUANT.	DESCRIPTION	FORD NO.#
A	1	Service Saddle	
B	1	4" FLGXMJ Gate Valve	
C	1	2" Ball Valve	B81-777-NL
D	8	2" Threaded Brass 90° El	
E	4	2"x16" Schedule 80 Nipple	
F	4	2"x1" Threaded Brass Tee	
G	4	2"x6" Threaded Brass Nipple	
H	4	2" Angle Stop	BFA13-777W-MSB-K
I	2	1" Ball Valve Curb Stop (MPXFlP) w/Padlock Ring	B81444W
J	2	1" Pack Joint Coupling (MPXPackjoint for iron pipe)	CB544
K	2	1"x15" Threaded x PE Brass Nipple	
L	2	30" Dia. x 42" long CMP	
M	2	Full Access, 3 Piece Ring, & Lid	
N	2	30"x20" Adaptor Ring	
O	9	4"x12"x12" Concrete Block	
P	2	2"x16" PVC SCH 80 Threaded Nipple w/Cap	
Q	2	2" Flomatic 80E Enviro Check 4034E	
R	2	4" Tee with 4" MJ plug with 2" tap	

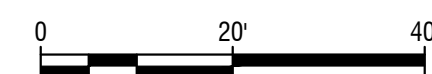
NOTE:

* or approved Mueller
or McDonald equal
pipes to all be equal
length



2 Offsite Sewer Upgrade

Horizontal Scale: 1" = 20'



C550 - Utility Details

BLOCK 69N

DATE: 10.13.2023

PROJECT ADDRESS: BOISE, IDAHO



pivot north



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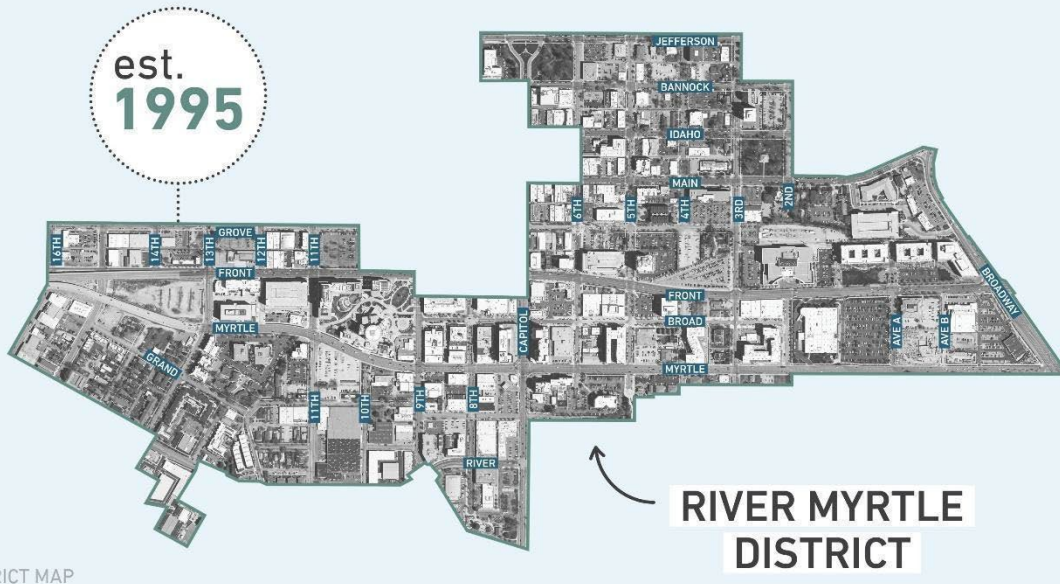
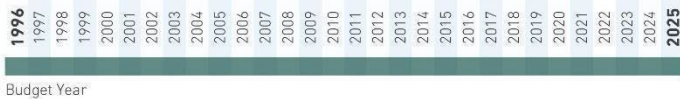


DATE: November 13, 2023
TO: Latonia Haney Keith, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

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 at the US Assay Office. These improvements are complete, and the Agency is currently reviewing the cost documentation for reimbursement *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 2023, and construction is underway. *Project Lead: Property Development*

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 winter. *Project Lead: Property Development*

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 2023. The Agency is negotiating a final agreement for Board approval this fall. *Project Lead: Property Development*

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 2023. The Agency is negotiating a final agreement for Board approval this winter. *Project Lead: Amy Fimbel*

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. A competitive RFQ process has been completed for a CM/GC and a recommended CM/GC will be brought to the November Board Meeting for consideration. 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 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 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

Rebuild Old Boise Blocks on Grove Street: 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. Jensen Belts Associates led the design effort, and Guho Corp. is the Construction Manager/General Contractor (CM/GC). CCDC has approved plans from ACHD and the City, and GMP #1 was approved at the October 2023 Board meeting. Guho started construction on October 30, 2023. *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 2023. *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 2022. A CM/GC was selected through an RFQ process, and the selection was approved by the Board in December 2022. 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 project is scheduled to be presented to the Parks Commission in November, City Council in December and submitted for Design Review at the end of the year. *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*

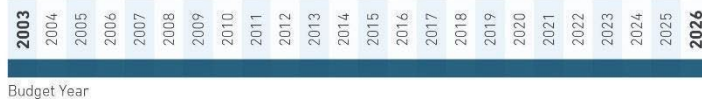
RMOB Public Art – Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History has requested assistance to re-wrap traffic boxes that need replacement. There are 15 traffic boxes in the River-Myrtle/Old Boise District that need replacement. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 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. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 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 a Memorandum of Understanding ("MOU") on August 30, 2023. The MOU directed the Agency to acquire the property at the corner of 10th and Jefferson from the Developer, which was accomplished on November 1, 2023. The MOU also requires the Developer to 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: Property Development*

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 2022, 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 that are to be completed before the expiration of the Westside District. The Board approved the final agreement in March 2023, and construction is anticipated to begin this winter. *Project Lead: Property Development*

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 were completed in October 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 Street between 12th and 16th Streets to improve connectivity for all modes of travel from the West Downtown neighborhood into downtown. The design is 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 increase mobility options and improve safety for cyclists and pedestrians 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 from the three originally presented to the public as the preferred alternative. The Board approved Task Order 19-006 for final design services with Kittelson & Associates at its March 2023 Board 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. McAlvain Construction was hired as the CM/GC. 95% construction documents have been 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

estimated at \$81 million, and Eligible Expenses at \$1.2 million. The Board approved a final agreement in April 2023, and construction is anticipated to begin this winter. *Project Lead: Property Development*

2216 W. Fairview Ave - PP Type 3: New Path 2: This second phase of New Path 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 experiencing homelessness 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 2023 and approved a final agreement in October 2023. *Project Lead: Property Development*

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 2023 and construction is underway on the lift station site with an anticipated completion date of fall 2024. *Project Lead: Property Development*

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. *Project Lead: Alexandra Monjar*

SHORELINE DISTRICT



195 ACRES



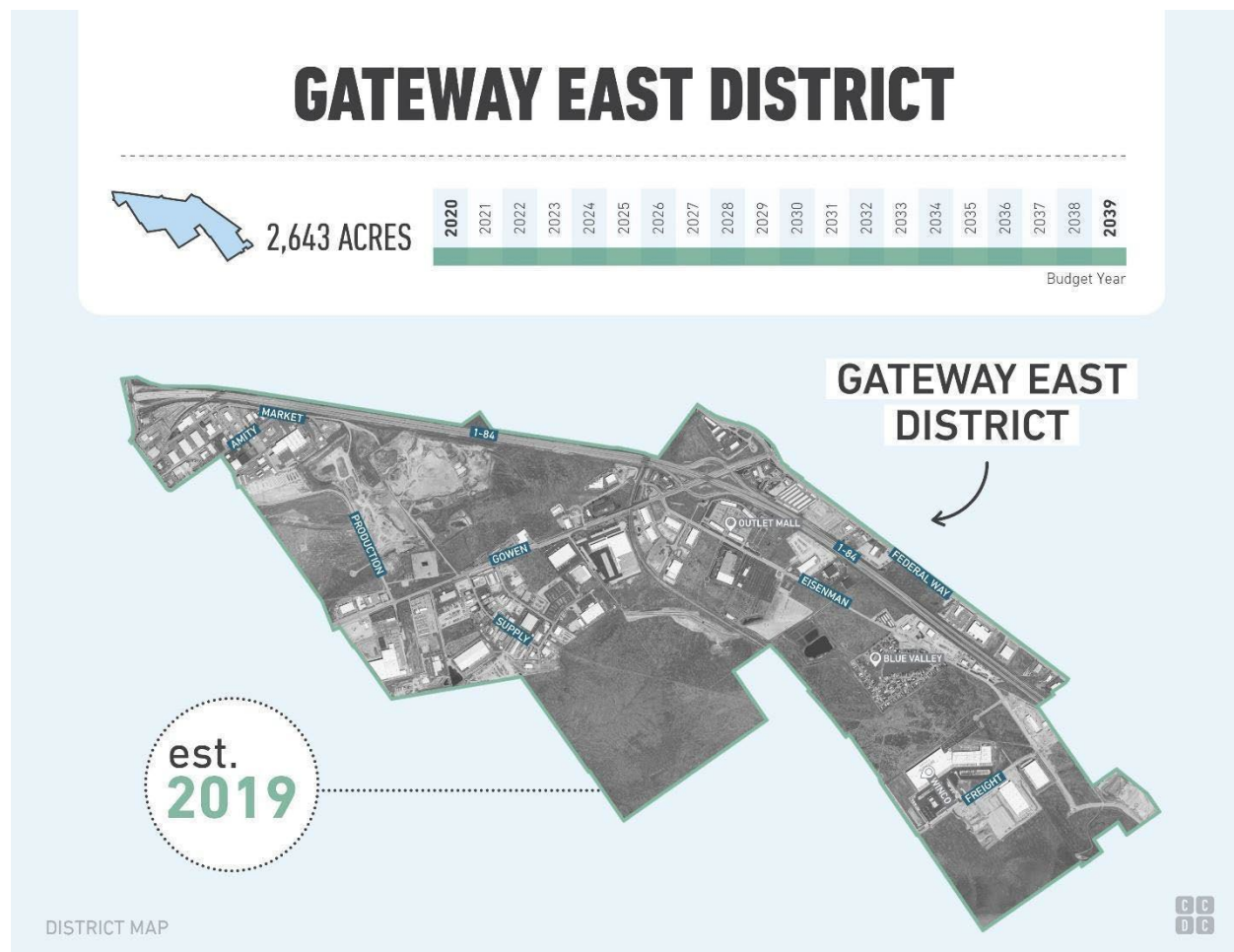
SHORELINE DISTRICT

DISTRICT MAP

Economic Development

17th Street Interim Streetscape Improvements, Shoreline Drive to Cul-de-Sac: Pedestrian improvements to address the current gaps in the sidewalk and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th Street (cul-de-sac). The goal of this effort is to improve safety and mobility within the public right-of-way on 17th Street. Revised plans and response comments were submitted to ACHD for approval on October 26, 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 bedrooms) 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 are estimated at \$44 million, and Eligible Expenses at \$600,000. The Board approved an agreement in January 2023, and work is underway with a target completion date of June 2024. *Project Lead: Property Development*



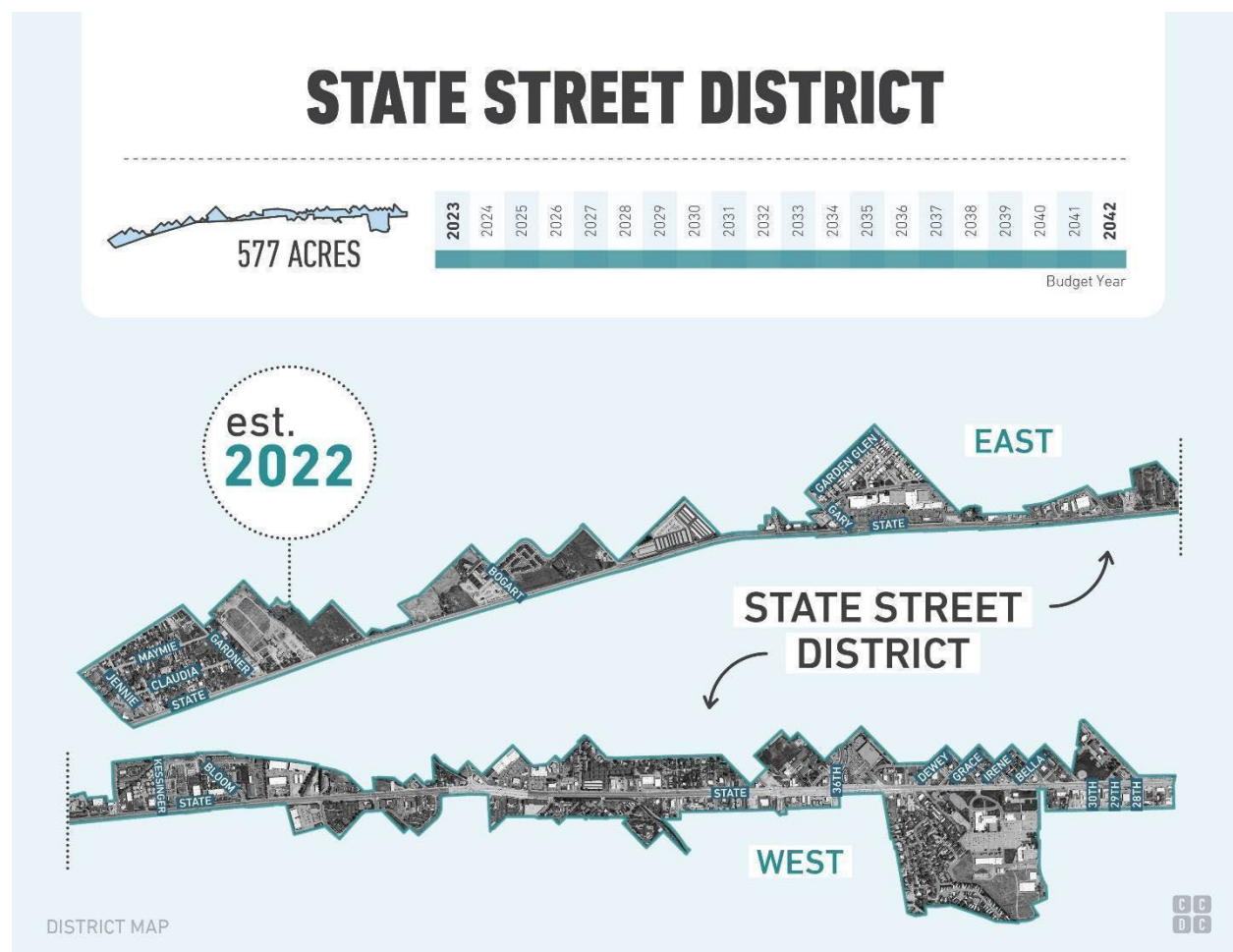
Economic Development

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: Property Development*

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 winter 2023/24. *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 and pedestrian railing at Five Mile Creek. The Agency issued the invitation to bid on October 25, 2023, and will accept bids until November 15, 2023. Construction is anticipated to begin in early 2024. *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 2023 and approved a final agreement in October 2023. *Project Lead: Property Development*

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, 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 FY2024 budget for CCDC. An overview is located at citygoboise.com. *Project Lead: Zach Piepmeyer*

10th & Front Garage Structural Concrete Repairs - Phase 2: The scope of work for this project consisted 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 project reached substantial completion on September 30, 2023. Consurco is now completing its punch list and all work will be complete Mid November. The contract amount is \$810,997. *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 and their suitability for solar under current Idaho Power rate structures and various solar array ownership models. Kimley-Horn will deliver a final report to the Agency in early 2024 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, its functionality is limited compared to newer technologies and 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 that 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. Three consultant firms submitted qualifications packages to the Agency by the September 21, 2023, deadline. A four-person evaluation panel reviewed and scored all three proposals. Kimley-Horn Associates received the highest score, and the Agency is negotiating a scope of services with them. 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: Mary Watson		
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 25, 2023	TBD 2024	August 2024
Issues/Comments:	Annual meeting on 10/25/2023: discussed budget for 2024.	

Capitol Terrace Condominium Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	Capitol & Main Parking Garage	50%
Hawkins Companies	Main + Marketplace	50%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
October 25, 2022	TBD	October, 2023
Issues/Comments:		

Downtown Parking Condominiums Association CCDC Contact: Aaron Nelson		
Member	Unit	Percent Interest
CCDC	9 th & Main Parking Garage	93.51%
Les Bois Holdings, LLC	Commercial, Main Street side	2.03%
Eastman Building, LLC	Commercial, Idaho Street side	4.46%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
September 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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VI. ADJOURN