CAPITAL CITY DEVELOPMENT CORP

BOARD OF COMMISSIONERS MEETING

February 12, 2024

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Board Room, Fifth Floor, 121 N. 9th Street
February 12, 2024, 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. Trailhead Annual Report ..... Tiam Rastegar, Trailhead Executive Director (10 minutes)

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses
   1. Approve Paid Invoice Report for December 2023
   2. Approve Paid Invoice Report for January 2024

B. Minutes and Reports
   1. Approve Meeting Minutes for December 11, 2023

C. Other
   1. Approve Resolution 1856: 8th Street Streetscape & Bike facility Improvements. Utility Undergrounding Contract with Idaho Power.
   2. Approve Resolution 1854: Records Disposition
   3. Approve Resolution 1858: 2500 E. Freight St., Boise Gateway 3. Type 2 Participation Agreement with Boise Gateway 3, L.C.

V. ACTION ITEM

A. CONSIDER Election of Board Officers - Chair, Vice-Chair, Secretary/Treasurer ..... Chair Haney Keith (5 minutes)

B. CONSIDER Approve Executive Committee Charge ..... Chair Haney Keith (5 minutes)

C. CONSIDER Annual Independent Audit of FY 2023 Financial Statements ..... Kevin Smith, Eide Bailly (5 minutes)

D. CONSIDER Resolution 1855: Public Works Construction Contract for Eisenman Road Pedestrian Improvements Project ..... Kassi Brown (5 minutes)

E. CONSIDER Designation: 619 W. Main St., Empire Theatre Building, Type 1 One-Time Assistance with West Bannock Dev, LLC ..... Kassi Brown (5 minutes)

F. CONSIDER Designation: Shoreline and State Street District Design Standards, Type 4 Agreement with Boise City Planning and Development Services ..... Kelly Burrows/Katelyn Menuge (10 minutes)

G. CONSIDER Resolution 1857: Capitol Boulevard Streetscape Improvements, Boise River to Myrtle St. Task Order 19-007 for Final Design with The Land Group ..... Kelly Burrows (10 minutes)

H. CONSIDER Ratification of Davis Family Property Letter of Intent ..... Kelly Burrows (5 minutes)

VI. ADJOURN

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

CAPITAL CITY DEVELOPMENT CORP

II.
AGENDA CHANGES/ ADDITIONS

CAPITAL CITY DEVELOPMENT CORP

III.
WORK SESSION

IV.
CONSENT AGENDA

Paid Invoice Report

For the Period: 12/1/2023 through 12/31/2023

Payee	Description	Payment Date	Amount
Debt Service:			
Payroll:		Total Debt Payments:	-
CCDC Employees	Direct Deposits Net Pay	12/13/2023	**54,060.56**
EFTPS - IRS	Federal Payroll Taxes	12/13/2023	**23,352.66**
Idaho State Tax Commission	State Payroll Taxes	12/13/2023	**3,782.00**
PERSI	Retirement Payment	12/13/2023	**27,641.56**
457(b)	Retirement Payment	12/13/2023	**1,957.10**
Idaho State Tax Commission	State Payroll Taxes	12/26/2023	**123.54**
CCDC Employees	Direct Deposits Net Pay	12/27/2023	**45,910.62**
EFTPS - IRS	Federal Payroll Taxes	12/27/2023	**18,277.86**
Idaho State Tax Commission	State Payroll Taxes	12/27/2023	**3,031.00**
PERSI	Retirement Payment	12/27/2023	**22,348.66**
457(b)	Retirement Payment	12/27/2023	**1,430.71**
		Total Payroll Payments:	201,916.27
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	12/31/2023	2,020,771.82
		Total Cash Disbursements:	**$ 2,222,688.09**

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

Joey Chen

Finance Director

1/10/2024

Date

John Brunelle

Executive Director

1/9/24

Date

Report Criteria:
Summary report type printed

Name	Check Amount	Check Issue Date
Abbey Louie LLC	3,000.00	12/28/2023
Total Abbey Louie LLC:	3,000.00	
ABC Stamp Signs & Awards	36.80	12/27/2023
Total ABC Stamp Signs & Awards:	36.80	
ACCO Engineered Systems	1,312.00	12/27/2023
Total ACCO Engineered Systems:	1,312.00	
Acme Fast Freight	2,499.23	12/28/2023
	2,499.23	12/28/2023
Total Acme Fast Freight:	4,998.46	
Advanced Sign LLC	600.00	12/28/2023
	200.00	12/28/2023
Total Advanced Sign LLC:	800.00	
American Fire Protection LLC	200.00	12/27/2023
	200.00	12/27/2023
	200.00	12/27/2023
	247.50	12/27/2023
	200.00	12/27/2023
Total American Fire Protection LLC:	1,047.50	
Atlas Technical Consultants LLC	1,450.70	12/28/2023
	633.20	12/28/2023
Total Atlas Technical Consultants LLC:	2,083.90	
AutoSort Mailing Services	427.24	12/27/2023
Total AutoSort Mailing Services:	427.24	
AVI Systems	762.50	12/28/2023
Total AVI Systems:	762.50	
Berkley North Pacific	85,401.00	12/27/2023
Total Berkley North Pacific:	85,401.00	
Blue Cross of Idaho	27,610.90	12/01/2023

Name	Check Amount	Check Issue Date
Total Blue Cross of Idaho:	27,610.90	
Boise City Utility Billing	9.57	12/26/2023
Total Boise City Utility Billing:	9.57	
Boxcast Inc	41.75	12/28/2023
Total Boxcast Inc:	41.75	
Car Park	152,334.26	12/29/2023
	153,275.43	12/29/2023
Total Car Park:	305,609.69	
Caselle Inc.	748.00	12/01/2023
Total Caselle Inc.:	748.00	
City of Boise	573.86	12/27/2023
	3,716.06	12/27/2023
Total City of Boise:	4,289.92	
Civil Survey Consultants Inc	658.00	12/28/2023
Total Civil Survey Consultants Inc:	658.00	
Crane Alarm Service	145.00	12/27/2023
	2,600.00	12/27/2023
Total Crane Alarm Service:	2,745.00	
CSHQA	14,171.00	12/29/2023
Total CSHQA:	14,171.00	
DJ Painting Boise LLC	3,202.50	12/28/2023
Total DJ Painting Boise LLC:	3,202.50	
Eide Bailly LLP	28,800.00	12/29/2023
Total Eide Bailly LLP:	28,800.00	
Elam & Burke P.A.	159.00	12/29/2023
	27,763.65	12/29/2023
	765.03	12/29/2023
	344.50	12/29/2023
Total Elam & Burke P.A.:	29,032.18	

Name	Check Amount	Check Issue Date
GGLO LLC	10,376.75	12/29/2023
Total GGLO LLC:	10,376.75	
Guho Corp.	667,142.70	12/29/2023
Total Guho Corp.:	667,142.70	
Idaho Dept of Environmental Quality	.00	12/18/2023
Total Idaho Dept of Environmental Quality:	.00	
Idaho Power	16.32	12/21/2023
	3.51	12/20/2023
Total Idaho Power:	19.83	
Idaho Site Works LLC	223,175.17	12/27/2023
Total Idaho Site Works LLC:	223,175.17	
Ideal Demolition Services LLC	60,200.00	12/29/2023
Total Ideal Demolition Services LLC:	60,200.00	
Jed Split Creative	2,906.85	12/27/2023
Total Jed Split Creative:	2,906.85	
Jensen Belts Associates	16,412.40	12/29/2023
	7,162.50	12/29/2023
	14,217.50	12/29/2023
Total Jensen Belts Associates:	37,792.40	
Kimley-Horn and Associates Inc	8,775.94	12/29/2023
	2,120.00	12/29/2023
Total Kimley-Horn and Associates Inc:	10,895.94	
KPFF Consulting Engineers	375.00	12/28/2023
Total KPFF Consulting Engineers:	375.00	
McAlvain Construction Inc.	270,375.53	12/29/2023
	137,830.54	12/29/2023
Total McAlvain Construction Inc.:	408,206.07	
McClatchy Company LLC	12.06	12/28/2023
Total McClatchy Company LLC:	12.06	

Name	Check Amount	Check Issue Date
Nancy Buffington LLC	400.00	12/28/2023
Total Nancy Buffington LLC:	400.00	
Pro Care Landscape Management	4,516.00	12/29/2023
	548.00	12/29/2023
	2,861.00	12/29/2023
	1,733.00	12/29/2023
	1,966.00	12/29/2023
Total Pro Care Landscape Management:	11,624.00	
Rim View LLC	16,178.73	12/01/2023
Total Rim View LLC:	16,178.73	
SafeGuard Business Systems	352.50	12/27/2023
Total SafeGuard Business Systems:	352.50	
Security LLC - Plaza 121	14,498.63	12/01/2023
	375.17	12/27/2023
Total Security LLC - Plaza 121:	14,873.80	
Stability Networks Inc.	1,430.36	12/29/2023
	3,200.00	12/29/2023
	3,200.00	12/29/2023
	527.34	12/29/2023
Total Stability Networks Inc.:	8,357.70	
Syringa Networks LLC	654.24	12/28/2023
	654.24	12/28/2023
Total Syringa Networks LLC:	1,308.48	
Terracon Consultants Inc	3,250.00	12/28/2023
Total Terracon Consultants Inc:	3,250.00	
The Land Group Inc.	3,345.00	12/29/2023
	2,319.23	12/29/2023
	162.50	12/29/2023
	11,347.50	12/29/2023
Total The Land Group Inc.:	17,174.23	
The Potting Shed	65.00	12/27/2023
Total The Potting Shed:	65.00	
TML Heating & Air Conditioning	200.00	12/27/2023

Name	Check Amount	Check Issue Date
Total TML Heating & Air Conditioning:	200.00	
Treasure Valley Coffee Inc	106.00	12/28/2023
Total Treasure Valley Coffee Inc:	106.00	
United Heritage	1,581.45	12/27/2023
Total United Heritage:	1,581.45	
US Bank - Credit Cards	4,715.50	12/11/2023
Total US Bank - Credit Cards:	4,715.50	
Veolia (Suez Water Idaho)	55.24	12/04/2023
Total Veolia (Suez Water Idaho):	55.24	
Westerberg & Associates	2,000.00	12/28/2023
Total Westerberg & Associates:	2,000.00	
Western States Equipment	304.00	12/27/2023
Total Western States Equipment:	304.00	
Xerox Corporation	334.51	12/28/2023
Total Xerox Corporation:	334.51	
Grand Totals:	2,020,771.82	

Report Criteria:
Summary report type printed

Paid Invoice Report

For the Period: 1/1/2024 through 1/31/2024

Payee	Description	Payment Date	Amount
Debt Service:			
		Total Debt Payments:	-
Payroll:			
CCDC Employees	Direct Deposits Net Pay	1/10/2024	**41,041.97**
EFTPS - IRS	Federal Payroll Taxes	1/10/2024	**17,107.42**
Idaho State Tax Commission	State Payroll Taxes	1/10/2024	**2,658.00**
PERSI	Retirement Payment	1/10/2024	**21,891.90**
457(b)	Retirement Payment	1/10/2024	**1,430.71**
CCDC Employees	Direct Deposits Net Pay	1/24/2024	**41,534.96**
EFTPS - IRS	Federal Payroll Taxes	1/24/2024	**17,179.42**
Idaho State Tax Commission	State Payroll Taxes	1/24/2024	**2,693.00**
PERSI	Retirement Payment	1/24/2024	**21,291.92**
457(b)	Retirement Payment	1/24/2024	**1,430.71**
		Total Payroll Payments:	168,260.01
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	1/31/2024	1,790,704.18
		Total Cash Disbursements:	**$ 1,958,964.19**

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

Joey Chen

Finance Director

2/1/2024

Date

John Brunelle

Executive Director

Feb. 1, 2024

Date

Report Criteria:
Summary report type printed

Name	Check Amount	Check Issue Date
11th and Lee LLC	258,172.61	01/31/2024
Total 11th and Lee LLC:	258,172.61	
Abbey Louie LLC	3,000.00	01/30/2024
Total Abbey Louie LLC:	3,000.00	
Acme Fast Freight	2,534.68	01/30/2024
Total Acme Fast Freight:	2,534.68	
Ada County	35,005.50	01/29/2024
	57,207.75	01/29/2024
Total Ada County:	92,213.25	
Advanced Sign LLC	150.00	01/30/2024
	90.00	01/30/2024
	1,350.00	01/30/2024
Total Advanced Sign LLC:	1,590.00	
American Fire Protection LLC	200.00	01/29/2024
	200.00	01/29/2024
	200.00	01/29/2024
	2,415.00	01/29/2024
	200.00	01/29/2024
	4,770.00	01/29/2024
	200.00	01/29/2024
	200.00	01/29/2024
	1,925.00	01/29/2024
Total American Fire Protection LLC:	10,310.00	
Atlas Technical Consultants LLC	853.80	01/30/2024
	1,218.80	01/30/2024
Total Atlas Technical Consultants LLC:	2,072.60	
Blue Cross of Idaho	29,465.53	01/01/2024
Total Blue Cross of Idaho:	29,465.53	
Boise City Utility Billing	9.57	01/26/2024
Total Boise City Utility Billing:	9.57	
Boxcast Inc	42.01	01/30/2024

Name	Check Amount	Check Issue Date
Total Boxcast Inc:	42.01	
Canto Inc.	9,450.00	01/31/2024
Total Canto Inc.:	9,450.00	
Capitol Landscape Inc.	1,820.00	01/31/2024
	4,020.00	01/31/2024
Total Capitol Landscape Inc.:	5,840.00	
Car Park	176,871.18	01/31/2024
Total Car Park:	176,871.18	
Caselle Inc.	748.00	01/01/2024
Total Caselle Inc.:	748.00	
City of Boise	3,716.06	01/29/2024
	592.99	01/29/2024
Total City of Boise:	4,309.05	
Community Planning Assoc	2,450.00	01/30/2024
Total Community Planning Assoc:	2,450.00	
Crane Alarm Service	284.87	01/29/2024
	145.00	01/29/2024
	471.25	01/29/2024
Total Crane Alarm Service:	901.12	
CSHQA	54,339.50	01/31/2024
Total CSHQA:	54,339.50	
Eide Bailly LLP	825.00	01/31/2024
	13,800.00	01/31/2024
	2,684.58	01/31/2024
Total Eide Bailly LLP:	17,309.58	
Elam & Burke P.A.	4,605.30	01/31/2024
	1,404.50	01/31/2024
	53.00	01/31/2024
	715.50	01/31/2024
Total Elam & Burke P.A.:	6,778.30	
GGLO LLC	8,702.25	01/31/2024

Name	Check Amount	Check Issue Date
Total GGLO LLC:	8,702.25	
Gilao Consulting LLC	2,200.00	01/30/2024
Total Gilao Consulting LLC:	2,200.00	
Guho Corp.	6,726.27	01/31/2024
	501,321.29	01/31/2024
Total Guho Corp.:	508,047.56	
Hawkins Companies LLC	18,889.93	01/01/2024
Total Hawkins Companies LLC:	18,889.93	
HRA VEBA Plan	44,012.54	01/31/2024
Total HRA VEBA Plan:	44,012.54	
Idaho Power	20.59	01/22/2024
	3.51	01/19/2024
Total Idaho Power:	24.10	
Idaho Records Management LLC	45.00	01/30/2024
Total Idaho Records Management LLC:	45.00	
Idaho Site Works LLC	134,654.38	01/29/2024
Total Idaho Site Works LLC:	134,654.38	
Jensen Belts Associates	5,657.50	01/31/2024
	3,845.00	01/31/2024
	8,175.00	01/31/2024
Total Jensen Belts Associates:	17,677.50	
Kittelson & Associates Inc.	8,821.25	01/31/2024
	7,572.50	01/31/2024
	41,725.62	01/31/2024
	31,542.50	01/31/2024
Total Kittelson & Associates Inc.:	89,661.87	
Mary E. Watson	480.00	01/10/2024
	149.00	01/26/2024
Total Mary E. Watson:	629.00	
McAlvain Construction Inc.	141,480.27	01/31/2024
	10,087.12	01/31/2024

Name	Check Amount	Check Issue Date
Total McAlvain Construction Inc.:	151,567.39	
Mountain States Appraisal	5,500.00	01/31/2024
	9,000.00	01/31/2024
Total Mountain States Appraisal:	14,500.00	
Pro Care Landscape Management	125.00	01/30/2024
Total Pro Care Landscape Management:	125.00	
QRS Consulting LLC	2,760.00	01/29/2024
Total QRS Consulting LLC:	2,760.00	
Rim View LLC	16,178.73	01/01/2024
Total Rim View LLC:	16,178.73	
Scheidt & Bachmann USA Inc.	1,017.26	01/30/2024
	951.50	01/30/2024
Total Scheidt & Bachmann USA Inc.:	1,968.76	
Security LLC - Plaza 121	14,498.63	01/01/2024
	375.17	01/29/2024
Total Security LLC - Plaza 121:	14,873.80	
Stability Networks Inc.	3,200.00	01/30/2024
	527.34	01/30/2024
Total Stability Networks Inc.:	3,727.34	
Syringa Networks LLC	654.32	01/30/2024
Total Syringa Networks LLC:	654.32	
The Land Group Inc.	19,429.20	01/31/2024
	2,775.00	01/31/2024
	195.00	01/31/2024
	27,867.85	01/31/2024
Total The Land Group Inc.:	50,267.05	
The Potting Shed	65.00	01/29/2024
Total The Potting Shed:	65.00	
Treasure Valley Coffee Inc	106.00	01/30/2024
	88.85	01/30/2024

Name	Check Amount	Check Issue Date
Total Treasure Valley Coffee Inc:	194.85	
United Heritage	1,482.30	01/29/2024
Total United Heritage:	1,482.30	
US Bank - Credit Cards	15,409.61	01/12/2024
Total US Bank - Credit Cards:	15,409.61	
Veolia (Suez Water Idaho)	59.39	01/29/2024
	32.86	01/29/2024
	55.86	01/29/2024
Total Veolia (Suez Water Idaho):	148.11	
Veritas Material Consulting	2,640.00	01/30/2024
	480.00	01/30/2024
	940.00	01/30/2024
Total Veritas Material Consulting:	4,060.00	
Visionkit Studio LLC	3,875.00	01/30/2024
Total Visionkit Studio LLC:	3,875.00	
Westerberg & Associates	5,000.00	01/31/2024
Total Westerberg & Associates:	5,000.00	
Western States Equipment	307.75	01/29/2024
	307.75	01/29/2024
Total Western States Equipment:	615.50	
Xerox Corporation	280.31	01/30/2024
Total Xerox Corporation:	280.31	
Grand Totals:	1,790,704.18	

Report Criteria:
Summary report type printed

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Board Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
December 11, 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 Todd Cooper, Commissioner Ryan Erstad, Commissioner Latonia Haney Keith, Commissioner Rob Perez, Commissioner John Stevens and Commissioner Alexis Townsend.

Absent: Commissioner Danielle Hurd and Commissioner Lauren McLean.

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Joey Chen, Finance & Administration Director; Alexandra Monjar, Senior Project Manager – Property Development; Karl Woods, Senior Project Manager – Capital Improvements; Kathy Wanner, Contracts Manager; Kassi Brown, Project Manager; Zach Piepmeyer, P.E., Parking & Mobility Director; Marie Schlake Accountant; and Agency legal counsel, Meghan Sullivan Conrad.

Eric Selekof, ParkBOI General Manager, attended the meeting.
Kenneth Smith, Kimley-Horn, joined the meeting virtually.
Jennifer Stevens, Director, Boise City Dept of Arts & History, attended the meeting.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

III. WORK SESSION

A. ParkBOI Update

Zach Piepmeyer, P.E., Parking & Mobility Director, and Eric Selekof, ParkBOI General Manager, gave a report.

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approve Paid Invoice Report November 2023

B. Minutes and Reports

1. Approve Meeting Minutes for November 13, 2023

C. Other

1. Approve Resolution 1848: 1011 W. Grove St., Marriott AC/Element Hotel. Type 4 Participation Agreement with Pennbridge Lodging.

2. Approve Resolution 1850: Downtown Traffic Box Art. Type 4 Participation Agreement with Boise City Department of Arts & History.

Commissioner Perez made a motion to approve the Consent Agenda.

Commissioner Cooper seconded the motion.

Roll Call:
Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye (excepting Consent Agenda Item C.1. Commissioner Erstad abstained from voting on Consent Agenda Item C.1 as Erstad Architects is on the project design team)
Commissioner Haney Keith - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 7 - 0 for Consent Agenda Items A, B and C.2.

The motion carried 6 - 0 - 1 for Consent Agenda Item C.1, with Commissioner Erstad abstaining from voting on Consent Agenda Item C.1 as Erstad Architects is on the project design team.

V. ACTION ITEM

A. CONSIDER Resolution 1847: PARCS Procurement Consultant Services. Professional Services Agreement with Kimley-Horn and Associates, Inc.

Zach Piepmeyer, P.E., Parking & Mobility Director and Kathy Wanner, Contracts Manager, gave a report.

Commissioner Perez moved to adopt Resolution 1847 approving the Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services.

Commissioner Stevens seconded the motion.

Roll Call:
Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Haney Keith - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 7 - 0.

B. CONSIDER Resolution 1851: Block 69 North Workforce Housing Development. Amended and Restated Disposition and Development Agreement with Block 69 North Development LLC

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

Commissioner Perez moved to adopt Resolution 1851 authorizing the Executive Director to execute the Amended and Restated Disposition and Development Agreement and all associated documents as required to implement the Agreement for the Block 69 North Workforce Housing Project with Block 69 North Development LLC.

Commissioner Stevens seconded the motion.

Roll Call:
Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Abstain
Commissioner Haney Keith - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 6 - 0 - 1. [Commissioner Erstad abstained from discussion and the vote on this agenda item due to timing of Design Review Commission's consideration of this project.]

C. CONSIDER Resolution 1852: Block 68 South Mixed-Use Housing and Mobility Hub Development. Amended and Restated Disposition and Development Agreement with Block 68 South Development LLC

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

Commissioner Cooper moved to adopt Resolution 1852 authorizing the Executive Director to execute the Amended and Restated Disposition and Development Agreement and all associated documents as required to implement the Agreement for the Block 68 South Mixed-Use Housing and Mobility Hub Project with Block 68 South Development LLC.

Commissioner Townsend seconded the motion.

Chair Haney Keith directed staff to continue working with developer to address user comfort of the garage and to document in writing the rationale for the deviation.

Roll Call:
Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Abstain
Commissioner Haney Keith - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 6 - 0 - 1. [Commissioner Erstad abstained from discussion and the vote on this agenda item due to timing of Design Review Commission's consideration of this project.]

D. CONSIDER Resolution 1853: 421 N. 10th St. Second Amended and Restated Real Property Exchange Agreement with The Young Men's Christian Association of Boise City, Idaho

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

Commissioner Alexander moved to adopt Resolution 1853 authorizing the Executive Director to execute the Second Amended and Restated Real Property Exchange Agreement with The Young Men's Christian Association of Boise City, Idaho

Commissioner Townsend seconded the motion.

Roll Call:
Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Abstain
Commissioner Haney Keith - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 6 - 0 - 1. [Commissioner Erstad abstained from discussion and the vote on this agenda item due to timing of Design Review Commission's consideration of this project.]

E. CONSIDER Resolution 1849: Eisenman Road Pedestrian Improvements Project, reject all bids and procure construction services on the open market

Kassi Brown Project Manager and Kathy Wanner, Contracts Manager, gave a report.

Commissioner Erstad moved to adopt Resolution 1849 rejecting all bids for the Eisenman Road Pedestrian Improvements Project and directing the Agency to procure the services on the open market.

Commissioner Perez seconded the motion.

Roll Call:
Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Haney Keith - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 7 - 0.

F. CONSIDER Designation: Grove Street Interpretive Signage. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History

Karl Woods, Senior Project Manager – Capital Improvements and Jennifer Stevens, Director, Boise City Dept of Arts & History, gave a report.

Commissioner Perez moved to designate Grove Street Interpretive Signage as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Department of Arts & History for future Board Approval.

Commissioner Cooper seconded the motion.

Roll Call:
Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Haney Keith - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 7 - 0.

VI. MEETING ADJOURNMENT

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

The meeting was adjourned at 1:46 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 12th DAY OF FEBRUARY 2024.

_____
Latonia Haney Keith, Chair

_____
Lauren McLean, Secretary

AGENDA BILL

Agenda Subject: Approve Resolution 1856: 8th Street Streetscape and Bike Facility Improvements, State St. to Franklin St. Project. Utility Undergrounding Contract with Idaho Power	**Date:** February 12, 2024
Staff Contact: Kelly Burrows, Project Manager Capital Improvements	**Attachments:** 1. Resolution 1856
Action Requested: Adopt Resolution 1856 approving an agreement with Idaho Power for undergrounding power facilities in the 8th Street Streetscape and Bike Facility Improvements, State St. to Franklin St. Project.	

Background

As part of the 8th Street Streetscape and Bike Facility Improvements Project, between State Street and Franklin Street in the Westside District, the project is undergrounding overhead utilities. This utility work includes line and transformer installation and upgrades, along the west of 8th Street between State Street and Franklin Street.

As the publicly regulated electrical utility for Boise, Idaho Power owns and operates, on an exclusive basis, all electrical transmission lines. Idaho Power is the only entity that can perform this scope of work, and Idaho Code 67-2803(16) allows the Agency to contract directly with Idaho Power. Idaho Power's design and construction costs are $263,939. Idaho Power requires advance payment to start securing necessary equipment and to schedule resources. Construction will be coordinated to occur in advance of the other 8th Street Streetscape and Bike Facilities Improvements Project phases of work.

Fiscal Notes

The Agency's FY2024 budget includes sufficient funding to contract Idaho Power for $263,939.00 for these infrastructure upgrades.

Staff Recommendation

Adopt Resolution 1856 approving an agreement with Idaho Power for undergrounding power facilities in the 8th Street Streetscape and Bike Facility Improvements, State St. to Franklin St. Project.

Suggested Motion:
I move to adopt Resolution 1856 approving an agreement with Idaho Power for undergrounding power facilities in the 8th Street Streetscape and Bike Facility Improvements, State St. to Franklin St. Project.

RESOLUTION NO. 1856

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 AN AGREEMENT BETWEEN THE AGENCY AND IDAHO POWER COMPANY FOR PUBLIC UTILITY SERVICES; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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 Agency seeks to encourage economic development by assisting with infrastructure and public facility improvements; and,

WHEREAS, the Idaho Power Company, with its principal office in Boise, Idaho, is a corporation that owns and operates, on an exclusive basis, all electrical transmission lines and is regulated as a public utility company by the Federal Energy Regulatory Commission and the Idaho Public Utilities Commission; and,

WHEREAS, the Agency desires for Idaho Power Company to underground the electrical transmission lines located on 8th Street between State and Franklin Streets (the "Project Site") for both public safety and aesthetics reasons; and,

WHEREAS, the Agency has determined that it is in the public interest to contract with Idaho Power Company for the public utility services at the Project Site and to authorize the Executive Director to execute the Agreement for said public works construction services.

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

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

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

Section 3: That the Agency Executive Director is authorized to execute the Agreement with Idaho Power Company for TWO HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS ($263,939), consistent with the Agency Board's stated instructions at the February 12, 2024, Agency Board Meeting; and further, is authorized to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all conditions precedent to such actions are acceptable and consistent with the comments and discussions received at the February 12, 2024, Agency Board Meeting.

Section 4: That the Agency Executive Director is authorized to expend funds to complete the work in the amount of $263,939 and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 12, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on February 12, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chairman

ATTEST:

BY: _____
Lauren McLean, Secretary

EXHIBIT A

Idaho Power Company
Service Request

Service Request Number: 00469424

CCDC - N 8TH ST - OH TO UG

Work Order Number:	**27578071**	Eng Hours:	**00016**
Request Type:	**CS**	Eng Fee Amount(Att98):	**1,392.00**
Rate Sch.:	**7**	Eng Fee Amount(Att16):	
Reply By:		Eng Fee Service Agreement No:	
		Eng Fee Service Agreement Date:	
		Customer No:	**2270862325**
Feeder:	**BOIS11A**		
Service Location:	**N 8TH ST BOISE, ID 83702**		
Required in Service Date:	**4/26/2024**		
Planning Center/Team:	**EBIC**		

Contact Detail:

CUST	**CCDC/KELLY BURROWS**	**208-384-4264**	
	121 N 9th St 501, BOISE ID 83702		
IPCO	**SCOTT PINKSTON**	**(208) 388-5446**	**SPinkston@idahopower.com**
	10790 Franklin Rd, BOISE ID 83709		
RFND	**CCDC**	**208-384-4264**	
	121 N 9th St 501, BOISE ID 83702		

Attribute Information
RES/COM

Service Voltage	**120/208**	No. Of Meters	
Number of Phases		Meter Location	
KW Motor Load:		Ct Loc	
Largest Motor		Primary OH/UG	**UG**
1 Phase KW Demand		Service OH/UG	**UG**
3 Phase KW Demand		Srv Owner	
Vested Int. Connected Load	**300 KW**	Panel Amp Size	
Commercial Deposit Amount		Service Pole Riser	
SIC Number			

Description

CONVERT OVERHEAD PRIMARY TO UNDERGROUND. INSTALL
3 PHASE SECTER, TRANSFORMER AND SINGLE PHASE TRANSFORMER.
TRANSFER EXISTING CUSTOMERS TO UNDERGROUND FACILITIES.

Any changes to the project including but not limited to increases in load, timing of load schedule, location of service, and requested voltage may result in additional charges and/or delay of service. It is necessary to communicate changes as soon as possible.

1-4-24

Client Signature Date | Idaho Power Representative Signature Date

CUSTOMER COST QUOTE FOR IDAHO POWER FACILITIES

Customer or Project Name: PIEPMEYER. ZACH - 0 N 8TH ST - OH TO UG

Construction Costs

Line Installation Costs			
1. Line Installation/Upgrade Charge			$148,726
2. Customer Credits	(Betterment, Metering, Salvage)		$0
3. Customer Performed Construction Work Credit			$0
4. Net Line Installation Cost			**$148,726**
Unusual Conditions			
5. Unusual Conditions			$85,842
6. Unusual Conditions Bank Letter of Credit	(Only for over $10,000)		$0
7. Net Unusual Conditions			**$85,842**
Terminal Facilities Costs			
8. Terminal Facilities			$25,235
9. Terminal Facilities Allowances			$(6,890)
10. Terminal Facilities Salvage			$0
11. Net Terminal Facilities Cost			**$18,345**
12. Underground Service and Attachment Charges			**$0**
13. Engineering Charge			**$1,392**
14. Permits			**$500**
15. Relocation or Removal			**$9,134**
16. Miscellaneous Charges/Adjustments			**$0**
17. Net Construction Costs	(Line Items 4, 7, 11, 12, 13, 14, 15, 16)		**$263,939**
18. Prepaid Charges	(Engineering, Permits & Right-of-Way)	$3,120	
19. Vested Interest Charge			$0
20. Customer Payment Due Prior to Construction Scheduling			**$263,939**

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes: Due to labor shortages and pandemic-related supply chain issues, Idaho Power anticipates a possible shortage of certain materials and equipment necessary to complete the Work (as defined below) which may delay completion of the Work.

Customer understands that charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use

Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00469424	**2270862325**	**27578071**	**0000149653**	**001**

By Initialing below, Customer acknowledges and agrees to the following:

NA

Customer initials

The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the information available online at https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf

Customer initials

Final Grade: Customer understands that as of [redacted] the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

Customer initials

Unusual Conditions: As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants) $0

Customer Payment Due Prior to Scheduling Construction **$263,939**

NA
Customer initials

Underground Service Attachment Charges to be billed separately

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf

OR: https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
10790 Franklin Rd
Boise, ID 83709

Customer Signature _____ Date _____

Idaho Power Representative _____ Quote Date 01/03/2024

CCDC Office Use
Fund: 303
Account: 6250
Activity Code: 21009
PO#: 240031

No Avian Protection Restriction

Arc Flash Rating Blue <5 cal/cm²

811 Know what's below. Call before you dig.

DEVELOPER TO STAKE RUNNING LINE, FINAL GRADE AND DEVICE LOCATIONS.

ALL TRENCH SPOILS TO BE LEFT ON SITE.

JOINT USE ATTENTION REQUIRED!

This work involves Joint Use facilities which may include transfers, new attachments and removals.
When work is completed on your portion of the project, please provide name and work order number to one of the following;

Email; JointUseDept@idahopower.com
Phone; 208-388-2886

Company Contact Information

Westel Fiber (Treasure Valley)
Adam Meloy
330.921.8698

Syringa Networks(Treasure Valley)
Syringa
1-800-454-7214

Century Link(Idaho)
Eric Griffeth
360-946-2890

Zayo(Treasure & Magic Valleys)
Kip Wright
(208) 994-8346

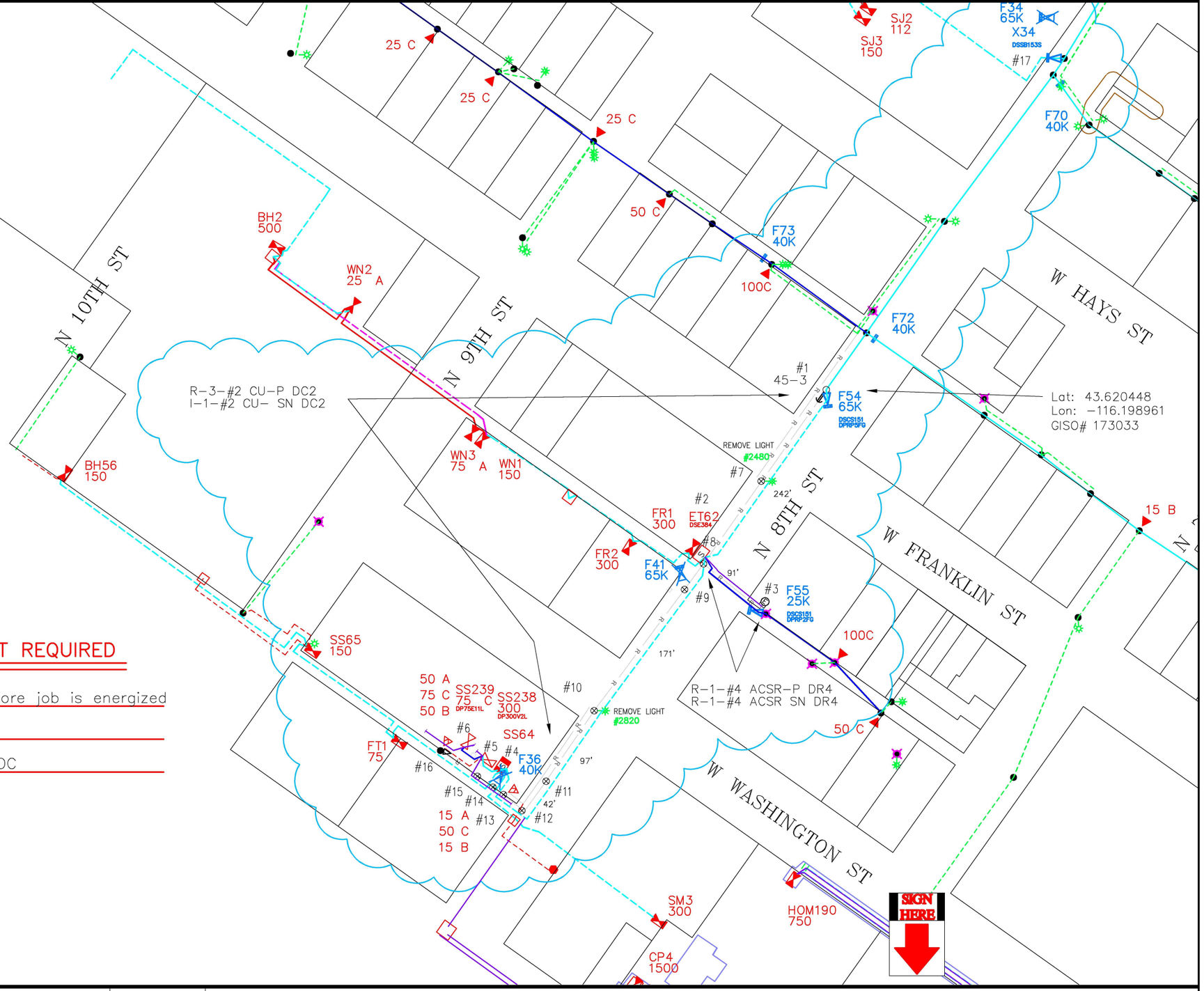
Sparklight (Boise)
Tim Alverson
(208) 472-8433

EASEMENT REQUIRED

DATE OBTAINED: Before job is energized

TO BE OBTAINED: _____

FROM CCDC



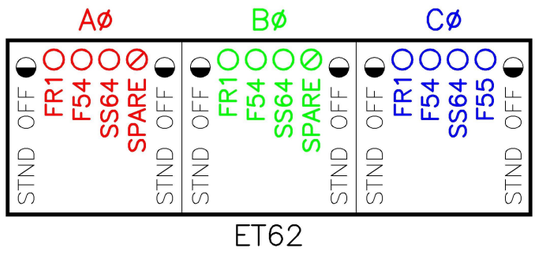
	SWPP:----	TIMES SCALE 0 1 2 3 4					Customer:		Date:
Job Title: CCDC - N 8TH ST - OH TO UG		Feeder Map File Name: BOIS1101					Surveyed or GPS: GPS		FDR By: ----
Additional Description: CONVERT OVERHEAD PRIMARY TO UNDERGROUND		Qua: 1	Twn: 03N	Rng: 02E	Sec: 03	BM	Joint Use Attachment: YES	North	Date: ----
Additional Description: INSTALL 3 PHASE SECTER,TRANSFORMER AND SINGLE PHASE TRANSFORMER		State: ID	County: Ada				Pre-Built Date: ----		ArcFM By: ----
							Built as Designed: ----		Date: ----
							Construction Date: ----		Designer: STP0802
							Operating Voltage: 12.5kV		Design No: 0000149653
									Work Order No: 27578071

IDAHO POWER Co. WORK ORDER MAP

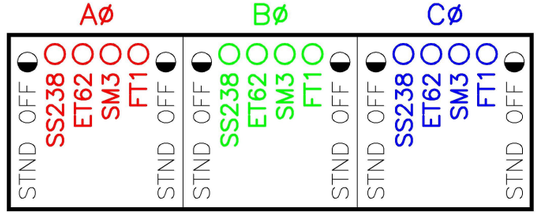
SCALE: 1" = 125

Sheet 1 Of 2

UNDERGROUND CABLE NOTES											
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
2	ET62	STUB				85	DDB4	4	85	-	85
2	F54	ET62	DCP10	1/0-3	310	245	DDB5	5	245	245	-
2	ET62	F55	DCP10	1/0-C	145		DDB2	2	101	-	101
4	ET62	SS64	DCP10	1/0-3	460	445	DDB5	5	445	445	-
5	SS64	SS238	DCP10	1/0-3	55	40	DDB4	4	40	-	-
5	SS238	RISER	D4SC35	350QxS	91	105	DDB4S	4	80	105	-
5	SS238	J-BOX	D4SC35	350QxS	50		DDB4S	4	40		
6	SS238	SS239	DCP10	1/0-C	50	35	DDB2	2	35	-	-



ET62



SS64

NOTES:
PT.1..INSTALL 45 C3 DEAD-END POLE WITH A 5" PRIMARY RISER.
PT.2..INSTALL 84" 3 PHASE SECTER WITH BASEMENT. WILL BE FED FROM THE NEW F-54. WILL RE-FEED THE FR1 AND ALSO GO EAST ACROSS STREET TO RE-FEED THE OVERHEAD. ALSO WILL GET A 4" PRIMARY STUB EAST ACROSS STREET FOR FUTURE USE.
PT.3..INSTALL 2" PRIMARY RISER TO RE-FEED THE OVERHEAD FROM THE NEW ET62.
PT.4..RE-FEED THE EXISTING SS64 FROM THE NEW SECTER ET62. WILL NEED TO LOWER SECTER TO FUTURE GRADE.
PT.5..INSTALL 300 KVA (120/208) WITH 6-5" SERVICE STUBS OUT TO THE WEST FOR FUTURE SECONDARY CABINET FOR NEW BUILT. ALSO WILL NEED TO GET A 4" CONDUIT WITH 350 QUAD OVER TO EXISTING CONCRETE PULL BOX TO RE-FEED THE CHURCH EAST ACROSS THE STREET. ALSO NEED TO GET A 4" CONDUIT TO PT.16 WITH 350 QUAD TO RE-FEED THE SERVICE FOR THE BUILDING TO THE SOUTH.
PT.6..LOOP OUT OF THE SS238 AND INSTALL A 75 KVA (120/240) TRANSFORMER. NEED TO INSTALL 3" CONDUIT WITH 4/0 TRIPLEX TO THE WEST TO RE-FEED THE OLD BUILDING. ALSO STUB OUT A 2" CONDUIT FOR A MYERS CABINET(STREET LIGHTS).
PT.7 TO PT.15..REMOVALS
PT.16..REMOVALS AND ALSO INSTALL A 4" SECONDARY RISER TO RE-FEED THE BUILDING TO THE SOUTH.
PT.17..REMOVE THE FUSE SWITCHES AND INSTALL 300 AMP SOLID BLADES.

811 Know what's below. Call before you dig.

Arc Flash Rating Blue <5 cal/cm²

No Avian Protection Restriction

SIGN HERE

SWPP:----

TIMES SCALE 0 1 2 3 4

Customer:

Date:

Job Title: CCDC - N 8TH ST - OH TO UG

Additional Description: CONVERT OVERHEAD PRIMARY TO UNDERGROUND

Additional Description: INSTALL 3 PHASE SECTER,TRANSFORMER AND SINGLE PHASE TRANSFORMER

Feeder Map File Name: BOIS1101

Qua	Twn	Rng	Sec	
1	03N	02E	03	BM

State: ID

County: Ada

Surveyed or GPS: GPS
Joint Use Attachment: YES
Pre-Built Date: ----
Built as Designed: ----
Construction Date: ----
Operating Voltage: 12.5kV

North West East

FDR By: ----
Date: ----
ArcFM By: ----
Date: ----

Designer: STP0802
Design No: 0000149653
Work Order No: 27578071

IDAHO POWER Co. WORK ORDER MAP

SCALE: 1" = 125

Sheet 2 Of 2

RESOLUTION NO. 1854

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE DESTRUCTION OF CERTAIN RECORDS ELIGIBLE FOR DESTRUCTION PURSUANT TO THE PUBLIC RECORD RETENTION POLICY APPROVED ON MARCH 13, 2017, THROUGH THE ADOPTION OF RESOLUTION NO. 1487; AUTHORIZING THE EXECUTIVE DIRECTOR TO DESTROY THOSE RECORDS CURRENTLY ELIGIBLE FOR DESTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, the City after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan ("30th Street Plan"), and following said public hearing, the City

adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 12, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 12, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

CAPITAL CITY DEVELOPMENT CORP

RECORDS DESTRUCTION EXHIBIT SUMMARY SHEET

By my signature below, I certify the following statements.

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

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

Kathy Wanner
Kathy Wanner

2/12/2024
Date

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: February 12, 2024 - Resolution No. 1854

Date	Contents	Retention Classification	Eligible Destruction Date & Review
	Digital and Paper		
	Public Records Requests		
3/15/2021	Lori Dicaire - Derick O'Neill Emails	SEMI-PERMANENT	3/15/2023
2/11/2021	Margaret Carmel - Emails Interfaith Sanctuary	SEMI-PERMANENT	2/11/2023
2/17/2021	Tonya Kuhn - Records of purchase of two properties	SEMI-PERMANENT	2/17/2023
2/26/2021	Erika Schofield - State Street Study	SEMI-PERMANENT	2/26/2023
3/4/2021	Tonya Kuhn - Communications with Interfaith Sanctuary	SEMI-PERMANENT	3/4/2023
3/15/2021	Erika Schofield - Federal Non Fed Financial Support - Shoreline	SEMI-PERMANENT	3/15/2023
3/15/2021	Lori Dicaire - Derick O'Neill Emails - 2nd folder	SEMI-PERMANENT	3/15/2023
3/17/2021	Internal - Sunset	SEMI-PERMANENT	3/17/2023
3/22/2021	Erika Schofield - Relocation of Persons Shoreline	SEMI-PERMANENT	3/22/2023
3/26/2021	Erika Schofield - Downtown Boise Redevelopment Plan	SEMI-PERMANENT	3/26/2023
3/29/2021	Erika Schofield - Known Developments	SEMI-PERMANENT	3/29/2023
3/30/2021	Margaret Carmel - Miller	SEMI-PERMANENT	3/30/2023
4/1/2021	Margaret Carmel - Derick O-Neill	SEMI-PERMANENT	4/1/2023
4/9/2021	Don Day - URD Sunset	SEMI-PERMANENT	4/9/2023
4/12/2021	Don Day - Other PRR Requests	SEMI-PERMANENT	4/12/2023
4/15/2021	Pat Churchman - RFQ Proposals	SEMI-PERMANENT	4/15/2023
5/13/2021	Don Day - Shawn Swanby Comms	SEMI-PERMANENT	5/13/2023
6/9/2021	Erika Schofield - Downtown 14th Street 2006	SEMI-PERMANENT	6/9/2023
6/14/2021	Don Day - Block 68 Questions	SEMI-PERMANENT	6/14/2023
6/14/2021	Don Day - Idaho Shakespeare	SEMI-PERMANENT	6/14/2023
6/24/2021	Gregory Saltz - 1967 Central District Neighborhood Renewal Plan	SEMI-PERMANENT	6/24/2023
7/8/2021	Celia Harrison - Miscellaneous	SEMI-PERMANENT	7/8/2023
7/13/2021	Celia Harrison- questionos	SEMI-PERMANENT	7/13/2023
7/15/2021	Wally Placido - Parking Operator RFQ	SEMI-PERMANENT	7/15/2023
8/5/2021	Laura Lierz - Parking Operator RFQ	SEMI-PERMANENT	8/5/2023
8/20/2021	Dave Deignan - Parking Operator RFQ	SEMI-PERMANENT	8/20/2023
8/23/2021	Dave Deignan - Emails with Llierz	SEMI-PERMANENT	8-232023

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: February 12, 2024 - Resolution No. 1854

Date	Contents	Retention Classification	Eligible Destruction Date & Review
8/26/2021	Don Day - Trappers Island and Misc	SEMI-PERMANENT	8/26/2023
9/1/2021	Erika Schofield - State Street Studies	SEMI-PERMANENT	9/1/2023
9/14/2021	Erin Sheridan - Shoreline Misc	SEMI-PERMANENT	9/14/2023
10/19/2021	Pat Churchman - RFQ Proposals	SEMI-PERMANENT	10/19/2023
10/21/2021	Allison Winterburn - RFQ Proposals	SEMI-PERMANENT	10/21/2023
11/2/2021	Renee Childress - RFQ Proposals	SEMI-PERMANENT	11/2/2023
11/8/2021	Margaret Carmel - Micron	SEMI-PERMANENT	11/18/2023
11/15/2021	Jay Story - appraisals	SEMI-PERMANENT	11/15/2023
12/15/2021	Erika Schofield - Shoreline	SEMI-PERMANENT	12/15/2023
	Accounting, Budget and Finance Records		
FY2018	Accounts Payable FY18 A-F; Back Reconcilliation & Deposits	SEMI-PERMANENT	9/30/2023
FY2018	Accounts Payable FY18 G - S	SEMI-PERMANENT	9/30/2023
FY2018	Accounts Payable FY18 T - Z	SEMI-PERMANENT	9/30/2023
	Insurance, Risk Management and Safety Records		
2012 and prior	Consultant & Contractor Insurance Verification Acord or similar certificates for projects completed prior to 2012	SEMI-PERMANENT	12/31/2023

February 12, 2024

Jamie Heinzerling
Deputy City Clerk
cityclerk@cityofboise.org
PO Box 500
Boise, ID 83701

Re: CCDC - Public Records Destruction

Dear Ms. Heinzerling,

Attached is Capital City Development Corporation's Resolution 1854 which was presented and adopted by the Board on February 12, 2024. This resolution authorizes the destruction of the attached temporary and/or semi-permanent records.

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

If you would like any of these documents to be retained, please notify me by March 13, 2024. If CCDC does not hear from you by that date, we will proceed with the destruction of these records on or after March 13, 2024.

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

Sincerely,

Kathy Wanner
Contracts Manager

AGENDA BILL

Agenda Subject: Approve Resolution 1858: 2500 E Freight St., Boise Gateway 3. Type 2 Participation Agreement with Boise Gateway 3, L.C.	**Date:** February 12, 2024
Staff Contact: Alexandra Monjar, Senior Project Manager	**Attachments:** 1) Resolution 1858 2) Type 2 Agreement
Action Requested: Adopt Resolution 1858 approving the Type 2 General Assistance Participation Agreement with Boise Gateway 3, L.C. and authorizing the Executive Director to execute the agreement.	

Background:
Boise Gateway Building 3 is a planned 185,000 square foot, speculative industrial building designed to accommodate one to four tenants with site improvements including 121 parking spaces, bike racks, and accessible pathways from the parking area to the building. The project's estimated total development costs are $26.3 million with an estimated creation of 125 construction jobs and space to accommodate up to 50 permanent jobs. The project is located in the 140-acre Boise Gateway Industrial Park which is owned by the City of Boise and leased with a development agreement to Boyer Company. Boyer Company is an over 50-year-old full service real estate development firm based in Salt Lake City, Utah.

The CCDC Board designated this project for Type 2 General Assistance in December 2022. The resulting agreement allows for CCDC reimbursement of up to approximately $2.27 million of eligible expenses to widen Eisenman Road to incorporate a left-hand turning lane into Winco Court, construct sidewalks and streetscapes on the project site's Winco Court, Eisenman Road, and Freight Street frontages, and underground and extend utility conduit and main lines.

The public improvements to be completed for Building 3 allow for additional investment in and utilization of the project site, and the developer is considering also constructing an approximately 70,000 square foot industrial warehouse building known as Building 4, which received Design Review approval in January 2024. To encourage this additional private investment in the project area, the Type 2 General Assistance Agreement for Building 3 allows for an amendment of the agreement to include Building 4 in the project definition if the developer starts the construction process for Building 4 prior to the completion deadline for Building 3 (August 1, 2024). It also allows the tax increment generated by Building 4 and collected by CCDC within the reimbursement term to reimburse the project's eligible expenses. With completion in 2024, the project would be on the primary tax rolls in 2025, and the CCDC reimbursement period would run from 2026 to 2031.

Project Summary:
- 11.46-acre lot addressed as 2425 E. Winco Court and 2500 E. Freight St.
- Building 3: 185,300 square foot, speculative industrial building
- Building 4: 70,000 square foot warehouse
- $26-$40 million total development costs
- $2.27 million Estimated Eligible Expenses

Timeline:

- Sept. 2022 – Type 2 application
- Fall 2022 – Construction began
- Dec. 2022 – Type 2 designation
- Dec. 2023 – Building 4 DR approval
- **TODAY** – Type 2 Agreement approval
- Aug. 2024 – Project completion
- Jan. 2025 – Full value on tax rolls
- 2026 to 2031 – Reimbursement period

Fiscal Notes:
Type 2 assistance is limited to the lesser of: 1) the agreed upon total project Eligible Expenses or, 2) 80% of the project's tax increment value received by CCDC over the qualified reimbursement term (six years). Total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

The project has estimated Eligible Expenses of $2,270,098. Based on the Participation Program's tax increment generation equation and depending on levy rates, CCDC anticipates being able to reimburse $836,000 to $1 million of these expenses over six years. The actual reimbursement will be determined by the actual tax increment generated by the project and received by CCDC. Assuming the project is complete per its schedule in 2024, the developer will begin receiving reimbursements in 2026.

Upon approval of an Agreement, staff will include the project in the next Five-Year Capital Improvement Plan for the Gateway East District.

Staff Recommendation:
Adopt Resolution 1858 approving the Type 2 General Assistance Participation Agreement with Boise Gateway 3, L.C.

Suggested Motion:
I move to adopt Resolution 1858 approving the Type 2 General Assistance Participation Agreement with Boise Gateway 3, L.C. and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1858

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 2 GENERAL ASSISTANCE PARTICIPATION PROGRAM AGREEMENT BETWEEN THE AGENCY AND BOISE GATEWAY 3, L.C., A UTAH LIMITED LIABILITY COMPANY, FOR SPECIFIED PUBLIC IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, Boise Gateway 3, L.C. owns or controls certain real property addressed as 2425 East Winco Court, Boise, Idaho, 83716, that it plans to develop as a 185,300 square foot speculative warehouse building on approximately 11.46 acres, including certain right-of-way public improvements (the "Project"), all of which is located in the Gateway East Economic Development District as created by the Gateway East District Plan; and,

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

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 2 Participation Program Agreement with Boise Gateway 3, L.C., whereby Boise Gateway 3, L.C., will construct the Project and the Agency will reimburse Boise Gateway 3, L.C., for constructing public improvements as specified in the Agreement; and,

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 2 General Assistance Participation Agreement with Boise Gateway 3, L.C.; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Agreement and to 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, IDAHO, AS FOLLOWS:

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

Section 2: That the Type 2 General Assistance Participation Program Agreement with Boise Gateway 3, L.C., a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 2 General Assistance Participation Agreement with Boise Gateway 3, L.C., and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the February 12, 2024, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 12, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 12, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho ("CCDC"), and Boise Gateway 3, L.C., a Utah Limited Liability Company ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

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

B. Participant controls certain real property addressed as 2425 East Winco Court, and 2500 East Freight Street in Boise, Idaho (the "Project Site" or "Site"), which is more accurately depicted on attached **Exhibit A**.

C. Participant plans to construct on the Project Site a 185,300 square foot speculative warehouse building on approximately 11.46 acres (the "Project"). The Project is depicted on attached **Exhibit B**. As conditions allow, Participant may also construct on the Project Site a 70,227 square foot warehouse building ("Building 4") depicted on attached **Exhibit F**. The Project and Building 4 are located in the Gateway East Economic Development District (the "Gateway District") as defined by Urban Renewal Plan for the Gateway East Economic Development District Project Area (the "Plan"). Under the provisions of the Plan, CCDC may enter into cooperative agreements to achieve the objectives of an urban renewal plan.

D. As part of the Project, Participant intends to widen Eisenman Road to incorporate a left-hand turning lane into Winco Court and construct sidewalks and streetscapes on the Winco Court, Eisenman Road, and Freight Street frontages. The Project will also involve undergrounding power and fiber optic lines along the west side of the Project and extending gas and sewer public utility lines. Participant will also install additional conduits to provide pathways for future utility or service connections. The Project will contribute to enhancing and revitalizing the Gateway District as a whole, and the Project's Public Improvements, as defined herein, directly enable the development of Building 4.

E. The Project meets the requirements of the Type 2 Participation Program and also promotes a CCDC objective to revitalize the Eisenman Road corridor and enhance opportunities for economic and industrial development. The Eligible Expenses are depicted on the Public

Improvement Plans on attached **Exhibit C.** The cost estimates for the Eligible Expenses are attached on **Exhibit D**.

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

AGREEMENT

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

I. EFFECTIVE DATE AND TERM

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete. Participant must reach Completion of the Project and the Public Improvements by August 1, 2024. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single, one hundred eighty (180) day extension to the August 1, 2024, construction completion deadline may be granted upon written approval by CCDC.

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

II. SUBJECT OF AGREEMENT

A. Recitals, Purpose of This Agreement

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

B. Parties to This Agreement

1. CCDC

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

2. Participant

Participant is Boise Gateway 3, L.C., a Limited Liability Company formed in the State of Utah. The principal address of Participant is 101 S 200 E, Suite 200, Salt Lake City, Utah, 84111.

The Registered Agent for Participant is CT Corporation System, 1555 W Shoreline Drive, Suite 100, Boise, Idaho, 83702.

"Participant," as used herein, includes Boise Gateway 3, L.C., and any permitted nominee, assignee, or successor in interest as herein provided. Participant qualifies as an "owner participant" or "participant" as those terms are used in the Plan.

C. The Project

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

The current total assessed value of the Site, as determined by the Ada County Assessor, is ZERO DOLLARS ($0) for tax year (2022).

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be TWENTY-SIX MILLION TWO HUNDRED NINETY-THREE THOUSAND DOLLARS ($26,293,000) (the "Estimated Value").

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

D. Participation Program

Based on the Gateway East Participation Program, the Participant is eligible to receive 80% of the tax increment the project generates as reimbursement for Eligible Expenses over a period up to 6 years until the Actual Eligible Expenses have been repaid, limited to the not to exceed amount indicated in Section III E.

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

E. Special Conditions Regarding Building 4

If Participant decides to proceed with Building 4 and notifies CCDC in writing of this decision with evidence of its application to the City of Boise for grading permit(s) prior to the Completion deadline of August 1, 2024, the Parties agree to amend this Agreement to include Building 4 in the definition of the Project and make all necessary amendments to the terms of reimbursement and Completion deadline based on the development schedule for Building 4.

NOTE: In the event Building 4 is added to the property tax rolls after the Parties have executed the “Confirmation of CCDC Reimbursement and Payment Schedule" (Exhibit E), and that addition of Building 4 to the tax rolls creates tax increment revenue that CCDC receives from the Ada County Assessor before making its sixth or final reimbursement to Participant, CCDC agrees to adjust any remaining reimbursements to Participant, but not prior reimbursements and not the Payment Schedule itself, to account for the increased tax increment revenue received by CCDC.

III. IMPROVEMENT OF THE SITE AND CCDC’S PARTICIPATION

A. Cost of Construction

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

B. CCDC, City, and Other Governmental Entity Permits

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

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

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

C. Public Improvements

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

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

D. Construction of Public Improvements

Upon CCDC’s request, CCDC shall have the right and the opportunity to review Participant’s construction plans, budgets, and bids for the Public Improvements (collectively the “Public Improvement Construction Documents”). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement

Construction Documents and are undertaken in a reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited at least three (3) competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant. Upon request, Participant shall provide CCDC copies of any bids received.

Participant warrants that the materials and workmanship employed in the construction of the Public Improvements shall be good and sound and shall conform to generally accepted standards within the construction industry in Boise, Idaho. All construction shall be warranted for two (2) years from the date of substantial completion, and Participant acknowledges that it will be liable for any breach of this warranty. This warranty shall survive the termination or expiration of this Agreement.

E. Estimated Eligible Expenses

Participant has estimated the cost of the Public Improvements to be TWO MILLION TWO HUNDRED SEVENTY THOUSAND NINETY-SEVEN DOLLARS AND 95/100 ($2,270,097.95) (the "Estimated Eligible Expenses"). Attached hereto as **Exhibit D** is a schedule of Estimated Eligible Expenses. This Estimate of Eligible Expenses shall serve as the Not-to-Exceed amount for CCDC's reimbursement obligation.

F. Determining Actual Costs / Eligible Expenses / Reimbursement Amount

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

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

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

2. Recorded easements with appropriate governing body for public improvements constructed outside of the right of way, if needed.

3. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").

4. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of Eligible Expense item (e.g. concrete, asphalt, streetlights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements relative to the amount used for the Project.

5. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.

6. A signed and notarized letter from Participant attesting that all materials used for the construction of the Public Improvements have been paid for, that contractors and subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.

7. Participant must waive any vested interest rights or potential reimbursements granted by public utilities that would be paid by subsequent development, and provide documentation that the interest has been waived.

8. Additional documentation or clarifications may be required and requested by CCDC.

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

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

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

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

G. Reimbursement Schedule

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

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project, and Building 4 if constructed within the Payment Schedule, and received by CCDC. The Reimbursement shall be paid upon completion of the Project.

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

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

The anticipated timeline for this project is as follows:

Reimbursement	Project Completion	Assessment	Assessment Type	Taxes Due	Reimbursement Paid
#1	June 2024	January 2025	Primary Roll	Dec. 2025 & June 2026	September 2026
#2	NA	January 2026	Primary Roll	Dec. 2026 & June 2027	September 2027
#3	NA	January 2027	Primary Roll	Dec. 2027 & June 2028	September 2028
#4	NA	January 2028	Primary Roll	Dec. 2028 & June 2029	September 2029
#5	NA	January 2029	Primary Roll	Dec. 2029 & June 2030	September 2030
#6	NA	January 2030	Primary Roll	Dec. 2030 & June 2031	September 2031

The annual reimbursement payment will be determined by the actual tax increment the Project, and Building 4 if constructed within the Payment Schedule, generates. For illustration purposes *only,* the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

Estimated Assessed Value*	$ 21,034,400
2020 Assessed Value	($ 0)
Subtotal	$ 21,034,400
X Levy Rate (0.00827)	$ 173,954
X 80% (Level A Reimbursement Rate)	$ 139,164

[1] CCDC and Ada County both operate on a fiscal year beginning on October 1 and ending September 30.

Estimated Reimbursement Payments

1) September 2026	$ 139,164
2) September 2027	$ 139,164
3) September 2028	$ 139,164
4) September 2029	$ 139,164
5) September 2030	$ 139,164
6) September 2031	$ 139,164
Total	**$ 834,984**

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

Participant anticipates that redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Participant during the Reimbursement Period. **If the CCDC Reimbursement is not fully reimbursed by up to 6 annual payments, CCDC <u>will not</u> be obligated to make any additional payments.**

It is the specific intent of the Parties that the CCDC Reimbursement shall be paid from the tax increment monies, if any, which are paid to CCDC as a direct result of the Project constructed on the Site, and Building 4 if constructed within the Payment Schedule. CCDC's payment obligations hereunder shall not constitute a general obligation or debt of CCDC, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds or properties other than the 80% of the tax increment generated by the Project, and Building 4 if constructed within the Payment Schedule, during the Reimbursement Period.

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

H. <u>CCDC Reimbursement Assignable</u>

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

I. <u>Subordination of Reimbursement Obligations</u>

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

committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

J. Indemnification

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

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

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

K. Insurance

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

1. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of $1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of $1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than $2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC as additional insured.

2. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall **not** utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

4. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

L. Antidiscrimination During Construction

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

M. Maintenance

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

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

A. Use of the Site

Participant agrees and covenants to comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed effective through 2039

B. Local, State and Federal Laws

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

C. Taxes

Participant recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property

taxes. Participant also recognizes the ability of CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and timing of collection process as is the CCDC's ability to successfully meet long term financing and payment obligations and to continue doing business.

1. Taxes Generally

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

2. Tax Appeals/ Exemptions

Participant shall not appeal any assessed value or request for property tax exemption for any of the parcels within the site for an assessment of less than the Estimated Value, as described in Section 2.c. Any appeal of the assessed value or request for any property tax exemption for any of the parcels within the site for an assessment in excess of the Estimated Value, shall require CCDC's written authorization. The foregoing shall include but is not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2031. The property tax year runs from January 1st to December 31st.

3. Delinquent or Reduced Taxes

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

V. DEFAULTS, REMEDIES, AND TERMINATION

A. Defaults in General

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

mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

B. Legal Actions

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

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

C. Rights and Remedies Are Cumulative

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

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

VI. GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

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

B. Conflicts of Interest

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

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

C. Non-Liability of CCDC Officials and Employees

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

D. Successors and Assigns

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

E. Attorney Fees and Costs

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

F. Severability

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

G. Headings

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

H. Counterparts

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

I. Forced Delay; Extension of Times of Performance

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

J. Inspection of Books and Records

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

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

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

K. Promotion of Project

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

L. Anti-Boycott Against Israel Certification

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

M. Certification Regarding Government of China

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

VII. AMENDMENTS TO THIS AGREEMENT; WAIVERS

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

VIII. ENTIRE AGREEMENT

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

Exhibit A – Project Site Depiction
Exhibit B – Project Depiction and Renderings
Exhibit C – Public Improvement Plans
Exhibit D – Schedule of Eligible Expenses Estimate
Exhibit E – Confirmation of Reimbursement (Draft)
Exhibit F – Building 4 Depiction and Renderings

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

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

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

Capital City Development Corporation ("CCDC")

Date

John Brunelle, Executive Director

Boise Gateway 3, L.C., ("Participant")
a Utah Limited Liability Company,
by its manager
Brian Gochnour

FEB. 1, 2024
Date

Brian Gochnour
Its Manager

Exhibit A: Project Site Depiction

[Exhibit appears on the following three pages.]

PLANNING AND DEVELOPMENT SERVICES
BOISE CITY HALL: 150 N. CAPITOL BLVD | MAIL: PO BOX 500, BOISE ID 83701-0500
CITYOFBOISE.ORG/PDS | P: 208-608-7100 | F: 208-384-3753 | TTY/TTD: 800-377-3529

STATEMENT OF LEGAL INTEREST

I, Sean Keithly
Name

150 North Capitol ~~Street~~ BLVD. Boise, Idaho ~~83702~~ 83701
Address, City, State, Zip Code

state that I am the owner of record of the property described on the attached, and:

(If Owner of Record is also the Applicant, skip to B)

A. I grant my permission to Boise Gateway 3 LC, c/o David Ward, 101S 200 E, Suite 200, Salt Lake City, UT 84111
Name & Address
to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold Boise City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

I declare under penalty of perjury under Idaho law that the foregoing is true and correct.

Dated this 14TH day of OCT, 2021

Signature

Property Description

A portion of the 17.55 acre parcel described as follows:

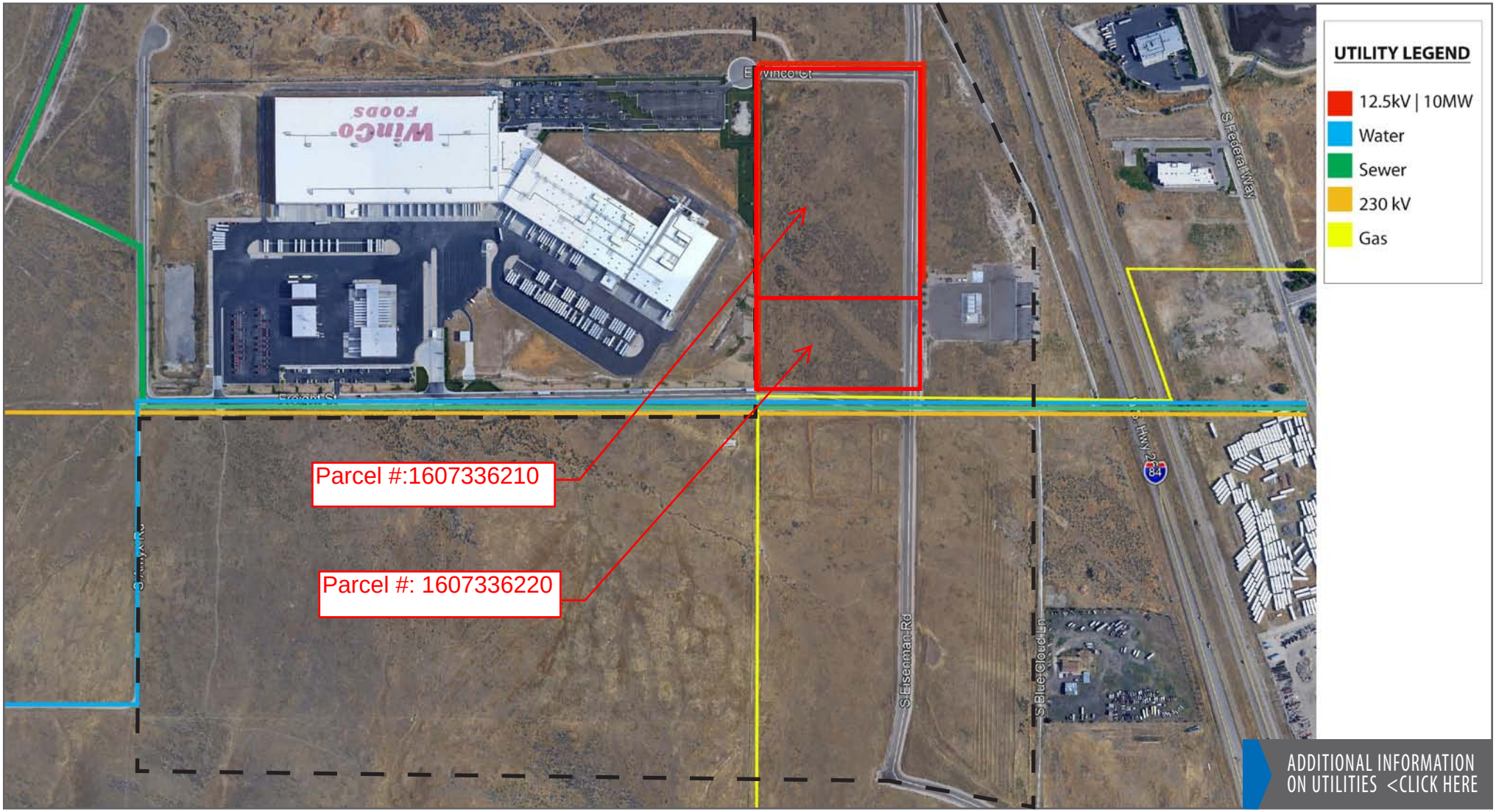
Parcel:	S1607336206
Primary Owner:	CITY OF BOISE
Total Acres:	17.55
Tax Code Area: 01-5	
Tax Parcel Location:	PAR #6206 @ W SIDE GOV LOTS 03 & 04 SEC 07 2N 3E #336205-C

NEW INDUSTRIAL SITE FOR LEASE OR BTS

BOISE GATEWAY INDUSTRIAL PARK

UTILITIES

SITE LOCATION MAP

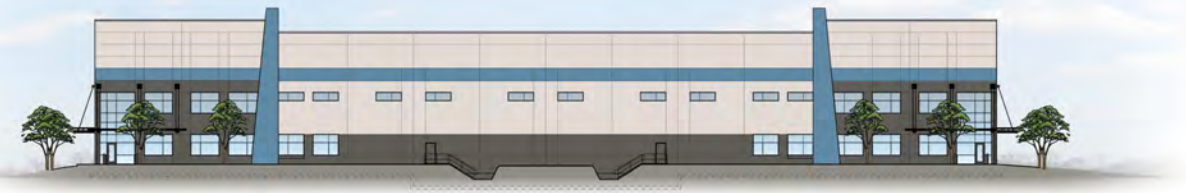


This information was obtained from sources believed reliable but cannot be guaranteed. Any opinions or estimates are used for example only.

Exhibit B: Project Depiction and Renderings

[Exhibit appears on the following two pages.]





North Elevation



East Elevation



South Elevation



West Elevation

Exhibit C: Public Improvement Plans

[Exhibit appears on the following twenty pages.]

VICINITY MAP



1 G001 VICINITY MAP
NTS

DRAWING INDEX

SHEET NUMBER	SHEET NAME
GENERAL	
G000	COVER SHEET
G001	DRAWING INDEX, SYMBOLS AND ABBREVIATIONS
G002	CODE ANALYSIS AND LIFE SAFETY PLAN
3	
CIVIL	
C001	GENERAL NOTES
C010	EXISTING CONDITIONS
C050	SITE DETAILS
C150	SWPPP PLAN
C155	SWPPP DETAILS
C200	SITE PLAN
C201	SITE PLAN
C300	GRADING PLAN
C301	GRADING PLAN
C400	UTILITY & DRAINAGE PLAN
C401	UTILITY & DRAINAGE PLAN
C410	DRAINAGE DETAILS
C420	SUEZ WATER PLAN
C450	SEWER PLAN & PROFILE
C500	S EISENMAN SIDEWALK GRADING
C510	S EISENMAN WIDENING
C511	S EISENMAN STRIPING
C520	WINCO COURT P&P
C530	FREIGHT STREET P & P
C550	GRADING DETAILS
20	
LANDSCAPE	
L100	LANDSCAPE PLAN
L101	LANDSCAPE PLAN
L150	LANDSCAPE DETAILS
L200	IRRIGATION PLAN
L201	IRRIGATION PLAN - SOUTH
L250	IRRIGATION DETAILS
6	
ARCHITECTURAL	
A101	ARCHITECTURAL SITE PLAN
A111	OVERALL FLOOR PLAN
A131	REFLECTED CEILING PLAN
A141	ROOF PLAN
A201	EXTERIOR ELEVATIONS
A202	PANEL ELEVATIONS
A203	PANEL ELEVATIONS
A204	PANEL ELEVATIONS
A205	PANEL ELEVATIONS
A301	BUILDING SECTIONS
A311	WALL SECTIONS
A312	WALL SECTIONS
A401	ENLARGED PLANS
A501	INTERIOR ELEVATIONS
A601	DOOR SCHEDULE AND WINDOW ELEVATIONS
A701	VERTICAL CIRCULATION SECTIONS AND DETAILS
A702	VERTICAL CIRCULATION SECTIONS AND DETAILS
A801	EXTERIOR DETAILS
A802	EXTERIOR DETAILS

SHEET NUMBER	SHEET NAME
A803	DOOR & WINDOW DETAILS
A804	ROOF DETAILS
A805	SITE DETAILS
22	
STRUCTURAL	
S001	GENERAL STRUCTURAL NOTES
S002	GENERAL STRUCTURAL NOTES
S003	SPECIAL INSPECTIONS
S010	LEGENDS AND ABBREVIATIONS
S101	FOOTING AND FOUNDATION PLAN
S111	ROOF FRAMING PLAN
S201	DETAILS
S202	ELEVATIONS
S203	ELEVATIONS
S204	ELEVATIONS
S205	ELEVATIONS
S206	ELEVATIONS
S207	ELEVATIONS
S501	DETAILS
S502	DETAILS
S511	DETAILS
S601	SCHEDULES
17	
MECHANICAL	
MH001	MECHANICAL LEGEND, SYMBOLS & ABBREVIATIONS
MH101	LEVEL 1 MECHANICAL PLAN
MH102	ROOF MECHANICAL & PLUMBING PLAN
MH601	MECHANICAL SCHEDULES & DETAILS
4	
PLUMBING	
PL100	UNDERGROUND PLUMBING PLAN
PL101	LEVEL 1 PLUMBING PLAN
PL601	PLUMBING SCHEDULES & DETAILS
PL701	PLUMBING SCHEMATICS
FP101	LEVEL 1 FIRE PROTECTION PLAN
5	
ELECTRICAL	
E001	ELECTRICAL SYMBOLS AND NOTES
E002	ELECTRICAL SCHEDULES
E101	ELECTRICAL SITE PLAN
E201	ELECTRICAL PLAN
E301	ELECTRICAL PLAN - ROOF
E401	ONE-LINE DIAGRAM AND PANELBOARD SCHEDULES
E501	ELECTRICAL DIAGRAMS
7	

ABBREVIATIONS

ABV	ABOVE
A.F.F.	ABOVE FINISH FLOOR
ADJ.	ADJUSTABLE
ALUM.	ALUMINUM
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS
AB	ANCHOR BOLT
<	ANGLE
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL OR ARCHITECT
@	AT
BP	BASE PLATE
BRG.	BEARING
B.M.	BENCHMARK
BTWN	BETWEEN
BITUM.	BITUMINOUS
BD.	BOARD
BOT.	BOTTOM
B.O.	BOTTOM OF
BLDG	BUILDING
CLG.	CEILING
CL	CENTER LINE
CT	CERAMIC TILE
CLR.	CLEAR
COL	COLUMN
CONC	CONCRETE
CMU	CONCRETE MASONRY UNIT
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
C.J.	CONTROL JOINT
COORD.	COORDINATE
DBA	DEFORMED BAR ANCHOR
DEPT	DEPARTMENT
DTL.	DETAIL
Ø	DIAMETER
DIA.	DIAMETER
DBL.	DOUBLE
DWGS.	DRAWINGS
EA.	EACH
E.F.	EACH FACE
E.S.	EACH SIDE
E.W.	EACH WAY
EWC	ELECTRIC WATER COOLER
EL.	ELEVATION
ELEV.	ELEVATION
EQ.	EQUAL
EXIST.	EXISTING
EXP.	EXPANSION
E.J.	EXPANSION JOINT
EXT.	EXTERIOR
FT.	FEET OR FOOT
F.V.	FIELD VERIFY
FIN	FINISH
FF	FINISH FLOOR
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FLR.	FLOOR
FD	FLOOR DRAIN
FTG.	FOOTING
FDN.	FOUNDATION
GA.	GAGE/GAUGE
GAL.	GALLON
GPM	GALLONS PER MINUTE
GALV.	GALVANIZED
GOVT.	GOVERNMENT
GFCI	GOVERNMENT FURNISHED CONTRACTOR INSTALLED
GFGI	GOVERNMENT FURNISHED GOVERNMENT INSTALLED
GND.	GROUND
GYP. BD.	GYPSUM BOARD
GWB.	GYPSUM WALL BOARD
HC.	HANDICAPPED
HDWR.	HARDWARE
HSA	HEADED STUD ANCHOR
HVAC	HEATING/VENTILATION/AIR CONDITIONING
HT.	HEIGHT
H.M.	HOLLOW METAL
HORIZ.	HORIZONTAL
HR.	HOUR
HYD	HYDRANT
IN.	INCHES OR INCH
INFO.	INFORMATION
I.D.	INSIDE DIAMETER
I.F.	INSIDE FACE
INSUL.	INSULATION
INT.	INTERIOR
LAV.	LAVATORY
LT.	LIGHT
LT. WT.	LIGHT WEIGHT
MAINT.	MAINTENANCE
MANUF.	MANUFACTURER
MFR.	MANUFACTURER
M.O.	MASONRY OPENING
MAT.	MATERIAL
MAX.	MAXIMUM
MECH.	MECHANICAL
MTL.	METAL
MIN.	MINIMUM
MISC.	MISCELLANEOUS
N.I.C.	NOT IN CONTRACT
N.T.S.	NOT TO SCALE
#	NUMBER
NO.	NUMBER
O.C.	ON CENTER
OWSJ	OPEN WEB STEEL JOIST
OPP.	OPPOSITE
O.D.	OUTSIDE DIAMETER
O.F.	OUTSIDE FACE
O.H.	OVERHEAD
OHD	OVERHEAD DOOR
PNT	PAINTED OR PAINT
PTN	PARTITION
PERP.	PERPENDICULAR
PLAM	PLASTIC LAMINATE
PL.	PLATE
PCF	POUNDS PER CUBIC FOOT
PLF	POUNDS PER LINEAL FOOT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PROT.	PROTECTION
QTY.	QUANTITY
RAD.	RADIUS
REINF.	REINFORCED
REQ	REQUIRED
R.D.	ROOF DRAIN
RM.	ROOM
R.O.	ROUGH OPENING
SCHED.	SCHEDULE
SHT.	SHEET
SHR.	SHOWER
SIM.	SIMILAR
STC	SOUND TRANSMISSION COEFFICIENT
SPEC.	SPECIFICATION
STD.	STANDARD
STRUCT.	STRUCTURAL
SUPER.	SUPERVISOR
SUSP.	SUSPENDED
THRU	THROUGH
T.O.	TOP OF
T.O.A.	TOP OF ASPHALT
T.O.C.	TOP OF CURB
T.O.F.	TOP OF FOOTING
T.O.S.	TOP OF SLAB OR SIDEWALK
T.O.W.	TOP OF WALL
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
VEN.	VENEER
V.I.F.	VERIFY IN FIELD
VERT.	VERTICAL
VEST.	VESTIBULE
VCT	VINYL COMPOSITION TILE
WWF	WELDED WIRE FABRIC
W/	WITH
WD.	WOOD

GRAPHIC SYMBOLS

GRID — GRID LINES

/ SHEET — DETAIL SYMBOL: DETAIL NUMBER/ SHEET WHERE DETAIL IS DRAWN

/ SHEET — BUILDING SECTION SYMBOL: SECTION REFERENCE/ SHEET WHERE SECTION IS DRAWN

/ SHEET — WALL SECTION SYMBOL: SECTION REFERENCE/ SHEET WHERE SECTION IS DRAWN

SHEET / # — EXTERIOR ELEVATION SYMBOL: ELEVATION IDENTIFICATION, SHEET WHERE ELEVATION IS DRAWN

SHEET / # — INTERIOR ELEVATION SYMBOL: ELEVATION IDENTIFICATION, SHEET WHERE ELEVATION IS DRAWN

ELEVATION CONTROL POINT OR DATUM POINT

100A — DOOR TAG: DOOR NUMBER

W1 — WINDOW TAG: WINDOW OR STOREFRONT NUMBER

NAME / 101 — ROOM TAG: ROOM NAME, ROOM NUMBER

1 — REVISION TAG

/ SHEET VIEW NAME SCALE — VIEW TITLE: VIEW NUMBER/ SHEET WHERE VIEW IS LOCATED, VIEW NAME/ VIEW SCALE

MATERIALS/LEGEND

- CONCRETE MASONRY UNIT
- FACE BRICK
- CONCRETE (POURED IN PLACE)
- GYPSUM BOARD OR SETTING BEDS
- INSULATION (BATT & BLANKET)
- INSULATION (RIGID/SEMI-RIGID)
- PLYWOOD
- CONTINUOUS ROUGH WOOD
- BLOCKING, ROUGH WOOD
- METAL (LARGE SCALE)
- GRAVEL
- EARTH
- COMPACTED FILL
- QUARRY/CERAMIC TILE
- FIREPROOFING
- WOOD

GSBS ARCHITECTS
375 WEST 200 SOUTH
SALT LAKE CITY, UT 84101
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REVISIONS:

1	4.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

SOUTH EISENMAN ROAD
BOISE, ID 83716

THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

OWNER PROJECT NO.:
GSBS PROJECT NO.: 2021.020.00
ISSUED DATE: 03.25.2022

DRAWING INDEX, SYMBOLS AND ABBREVIATIONS

G001

General Notes:

1. TECHNICAL SPECIFICATIONS ARE AN INTEGRAL PART OF THESE DRAWINGS. UPON SUBMITTAL OF A BID PRICE BY THE CONTRACTOR, IT IS RECOGNIZED THAT THE CONTRACTOR HAS REVIEWED THE TECHNICAL SPECIFICATIONS AND THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS AND CONDITIONS CONTAINED THEREIN.

2. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.

3. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL WORK INDICATED IN THESE PLANS AND SPECIFICATIONS. ANY ITEM INDICATED IN THESE PLANS, BUT NOT ITEMIZED IN THE BID DOCUMENTS, WILL BE INCLUDED UNDER A BID SCHEDULE ITEM TO WHICH IT MOST PERTAINS.

4. THE CONTRACTOR SHALL EXAMINE THE SITE, COMPARE IT WITH THE PLANS AND SPECIFICATIONS, CAREFULLY EXAMINE ALL OF THE CONTRACT DOCUMENTS, AND SATISFY HIMSELF AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED BEFORE ENTERING INTO CONTRACT. NO ALLOWANCE SHALL SUBSEQUENTLY BE MADE ON BEHALF OF THE CONTRACTOR ON ACCOUNT OF AN ERROR ON HIS PART AND/OR HIS NEGLIGENCE AND/OR FAILURE TO ACQUAINT HIMSELF WITH THE CONDITIONS OF THE SITE.

5. THE CONTRACTOR SHALL CONTACT DIGLINE 48 HOURS PRIOR TO ANY EXCAVATION. 1-800-342-1585 OR 811

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING STREETS, SIDEWALKS, OR EXISTING STRUCTURES DURING THE CONSTRUCTION OF THIS PROJECT, AND SHALL REPAIR SUCH DAMAGE TO THE SATISFACTION OF THE GOVERNING AGENCY, AT NO EXTRA COST TO THE OWNER.

7. ALL MATERIALS AND FINISHES SHALL BE AS PER DRAWINGS, DETAILS AND SPECIFICATIONS. SOME MATERIALS MAY REQUIRE SEVERAL WEEK ORDER LEAD TIME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ANY AND ALL ORDERING LEAD TIMES, AND PROVIDING REQUIRED MATERIALS AT THE PROJECT SITE IN A TIMELY MANNER. NO UNAPPROVED SUBSTITUTIONS WILL BE ALLOWED. CONTACT THE LANDSCAPE ARCHITECT AND OR ENGINEER IMMEDIATELY IF A SPECIFIED MATERIAL IS NOT AVAILABLE.

8. ALL EXISTING CONDITIONS AND STRUCTURES NOT SPECIFICALLY NOTED FOR REMOVAL SHALL BE RETAINED AND PROTECTED. EXISTING CONDITIONS AND STRUCTURES THAT ARE DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

9. ALL CONTRACTORS WORKING WITHIN THE PUBLIC RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM ADA COUNTY HIGHWAY DISTRICT AT LEAST 24 HOURS PRIOR TO ANY CONSTRUCTION.

10. ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE ISPWC AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO THESE STANDARDS WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE GOVERNING AGENCY.

11. THE CONTRACTOR SHALL PERFORM ALL CLEARING AND SITE PREPARATION NECESSARY FOR THE PROPER EXECUTION OF ALL WORK INDICATED ON THESE PLANS AND SPECIFICATIONS.

12. ALL WORK IS TO BE PERFORMED BY LICENSED CONTRACTORS AND EXPERIENCED WORKERS.

13. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS NECESSARY TO COMPLETE THE WORK, UNLESS OTHERWISE NOTED.

14. CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES.

15. THE LAND GROUP, INC. DOES NOT AND CANNOT GUARANTEE THE ACCURACY OF WORK DONE BY OTHERS AND INCLUDES THIS INFORMATION FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE OWNER'S REPRESENTATIVE TO REQUEST CLARIFICATION OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THIS PLAN AND INFORMATION SHOWN ELSEWHERE. IN THE EVENT THE CONTRACTOR PROCEEDS WITH CONSTRUCTION WITHOUT OFFICIAL CLARIFICATION FROM THE OWNERS REPRESENTATIVE, HE SHALL BE LIABLE FOR THE COST OF CORRECTIVE WORK AND SHALL REPAIR OR RECONSTRUCT THE FAULTY WORK TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.

16. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING, ERECTING AND MAINTAINING THE REQUIRED MATERIALS, EQUIPMENT AND MANPOWER NECESSARY FOR PUBLIC SAFETY AND TRAFFIC CONTROL WITHIN THE PROJECT LIMITS AND ON THE APPROACHES TO THE PROJECT.

17. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

18. IF ANY ARCHAEOLOGICAL, CULTURAL OR HISTORICAL RESOURCES, OR ARTIFACTS OR OTHER FEATURES ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION ANYWHERE ON THE PROJECT SITE, WORK SHALL BE SUSPENDED IN THAT LOCATION UNTIL A QUALIFIED PROFESSIONAL ARCHAEOLOGIST ASSESSES THE SIGNIFICANCE OF THE DISCOVERY. THE OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY FINDS. IN CONSULTATION WITH THE ARCHAEOLOGIST AND THE GOVERNING AGENCY, APPROPRIATE MEASURES FOR PRESERVATION SHALL BE ESTABLISHED PRIOR TO THE COMMENCEMENT OF WORK.

19. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ON THESE PLANS ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES, HOWEVER THE LAND GROUP, INC. OR IT'S CONSULTANTS ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HERE OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH MAY BE DISCOVERED BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE DUE TO CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Earthwork Notes:

GENERAL
A. WHERE IT IS NOT SPECIFICALLY STATED IN THESE SPECIFICATIONS THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION SHALL GOVERN.
B. CONTRACTOR SHALL CONTACT "DIG LINE" 48 HOURS PRIOR TO ANY EXCAVATION. 1-800-342-1585.

STRIP
A. ORGANIC AND/OR DISTURBED SOILS, IF ENCOUNTERED, SHALL BE REMOVED TO DEPTHS OF 1-FOOT (MINIMUM), AND STOCKPILED FOR LATER USE.
B. STOCKPILE EXCAVATED LANDSCAPE FILL MATERIALS AND STRUCTURAL FILL MATERIAL SEPARATELY WITHOUT INTERMIXING. PLACE, GRADE, AND SHAPE STOCKPILES TO DRAIN SURFACE WATER.

EXCAVATION
A. ALL EXISTING ORGANIC AND/OR DISTURBED SOILS ARE TO BE COMPLETELY REMOVED FROM BENEATH THE BUILDING PAD AREAS AND WITHIN THE "LOAD STRESS ENVELOPE" AND FROM BENEATH THE PAVEMENT AREAS.
B. STOCKPILE EXCAVATED LANDSCAPE FILL MATERIALS AND STRUCTURAL FILL MATERIAL SEPARATELY WITHOUT INTERMIXING. PLACE, GRADE, AND SHAPE STOCKPILES TO DRAIN SURFACE WATER.

SOIL FILL
A. STRUCTURAL FILL
   A.A. ACCEPTABLE SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP, SM AND ML OR A COMBINATION OF THESE GROUPS; FREE OF ROCK OR GRAVEL LARGER THAN 6 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER.
   A.B. SILT SOILS (GM, SM AND ML) MAY BE USED AS STRUCTURAL FILL IF IT CONTAINS LESS THAN 3% ORGANICS AS DETERMINED BY A GEOTECHNICAL ENGINEER AND THE PLACEMENT AND COMPACTION OF THE MATERIAL IS SUPERVISED AND APPROVED BY A GEOTECHNICAL ENGINEER.

COMPACTION OF SOIL BACKFILLS AND FILLS
A. PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYERS NOT MORE THAN 8 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.
B. COMPACT SOIL MATERIALS TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 1557: UNDER STRUCTURES, BUILDING SLABS, STEPS, CONCRETE PAVEMENTS, AND WALKWAYS, COMPACT THE TOP OF EXISTING SUBGRADE AND EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 95 PERCENT. UNDER LAWN OR UNPAVED AREAS, SCARIFY AND RECOMPACT TOP 6 INCHES BELOW SUBGRADE AND COMPACT EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 90 PERCENT. FOR UTILITY TRENCHES, COMPACT EACH LAYER OF INITIAL AND FINAL BACKFILL SOIL MATERIAL AT 95 PERCENT.
C. UNDER FLEXIBLE PAVEMENTS, COMPACT THE TOP OF EXISTING SUBGRADE AND EACH LAYER OF BACKFILL OR FILL SOIL MATERIAL AT 95 PERCENT OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 698.
D. STRUCTURAL FILL WITHIN THE BUILDING PAD AREAS DESCRIBED ABOVE AND WITHIN THE "LOAD STRESS ENVELOPE" SHALL BE PLACED AND COMPACTED TO THE ELEVATIONS SHOWN ON THE GRADING PLAN.

GRADING
A. UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES. CUT OUT SOFT SPOTS, FILL LOW SPOTS, AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TILERANCES.
B. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES: PAVEMENTS: PLUS OR MINUS 1/2 INCH BASE COURSE, PLUS OR MINUS 0.1 FEET SUBGRADE; UNPAVED AREAS: PLUS OR MINUS 0.3 FEET.
C. MAXIMUM SLOPE SHALL BE 2:1 UNLESS OTHERWISE INDICATED.

FIELD QUALITY CONTROL
A. OWNER WILL ENGAGE A QUALIFIED INDEPENDENT GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM FIELD QUALITY-CONTROL TESTING.
B. ALLOW TESTING AGENCY TO INSPECT AND TEST SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTHWORK ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS.
C. BUILDING PAD AREA AND PAVEMENT AND WALKWAY AREAS SHALL BE TESTED AT A RATE OF 1 TEST PER 2000 SF PER LIFT OR A MINIMUM OF ONE TEST PER LOT BUILDING PAD AREA PER LIFT. SURFACE OF FINISHED GRADE SHALL BE TESTED AT A RATE OF 1 TEST PER 5000 SF.
D. TRENCH BACKFILL: PER IDAHO STANDARD FOR PUBLIC WORKS DIVISION 200.
E. WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED WITHOUT ADDITIONAL COMPENSATION.

PROTECTION
A. PROTECT EXCAVATED SUBGRADE AREAS OR AREAS STRIPPED FOR SUBSEQUENT FILL MATERIAL PLACEMENT BENEATH AREAS TO BE PAVED: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE AND CONSTRUCT WORK, AND PROVIDE PROTECTION, IN A MANNER TO AVOID CAUSING INSTABILITY OF THE EXISTING SOILS. SUCH PROTECTION MAY INCLUDE AVOIDING TRAFFIC OVER SUCH AREAS WITHOUT PROVISION OF A PROTECTIVE CONSTRUCTION ACCESS ROAD. CONTRACTOR SHALL KEEP SUBGRADE WELL DRAINED FREE FROM PUDDLING, PONDING, OR POTENTIAL MOISTURE BUILD UP IN THE FORM OF SNOW OR OTHERWISE, WHICH MAY CAUSE THE INSTABILITY OF THE SURFACE SOILS OR UNDERLYING SOILS.
B. UPON COMPLETION OF EXCAVATION TO SUBGRADE LEVELS BENEATH SUBSEQUENT FILL, THE CONTRACTOR SHALL IMMEDIATELY OBTAIN COMPACTION LEVELS AS REQUIRED. IF AFTER APPROVAL, THE SUBGRADE SOILS RECEIVE MOISTURE WHICH RAISES THE MOISTURE CONTENT TO A LEVEL EXCEEDING THE TARGET MOISTURE LEVELS, THEY SHALL BE SCARIFIED AND ALLOWED TO DRY OR REMOVED AND REPLACED WITH ENGINEERED FILL AT THE CONTRACTOR'S EXPENSE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO KEEP THESE SUBGRADE SOILS DRY AND FREE OF TRAFFIC PRIOR TO AND DURING COMPACTION EFFORTS AND UNTIL THE FULL PAVEMENT SECTION HAS BEEN INSTALLED. THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE SUBGRADE IMMEDIATELY AFTER COMPLETION OF SUBGRADE MOISTURE CONDITIONING AND/OR COMPACTION EFFORTS.

REGULATORY REQUIREMENTS
A. AN EPA NPDES PERMIT IS REQUIRED. CONTRACTOR SHALL FILE A "NOTICE OF INTENT" WITH THE EPA. FOR INFORMATION CALL MISHA WITH THE EPA IN SEATTLE AT 800-424-4372. FORMS ARE ALSO AVAILABLE ONLINE OR LOCALLY BY CALLING 208-378-5746.
B. CONTRACTOR SHALL MANAGE ALL WATER GENERATED FROM DEWATERING ACTIVITIES ONSITE. IF CONTRACTOR CHOOSES TO DISCHARGE WATER OFFSITE AND TO WATERS WHICH ARE, OR ULTIMATELY FLOW TO, WATERS OF THE STATE THEN A "SHORT TERM ACTIVITY EXEMPTION" OR EQUIVALENT SHALL BE OBTAINED FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

Grading & Drainage Notes:

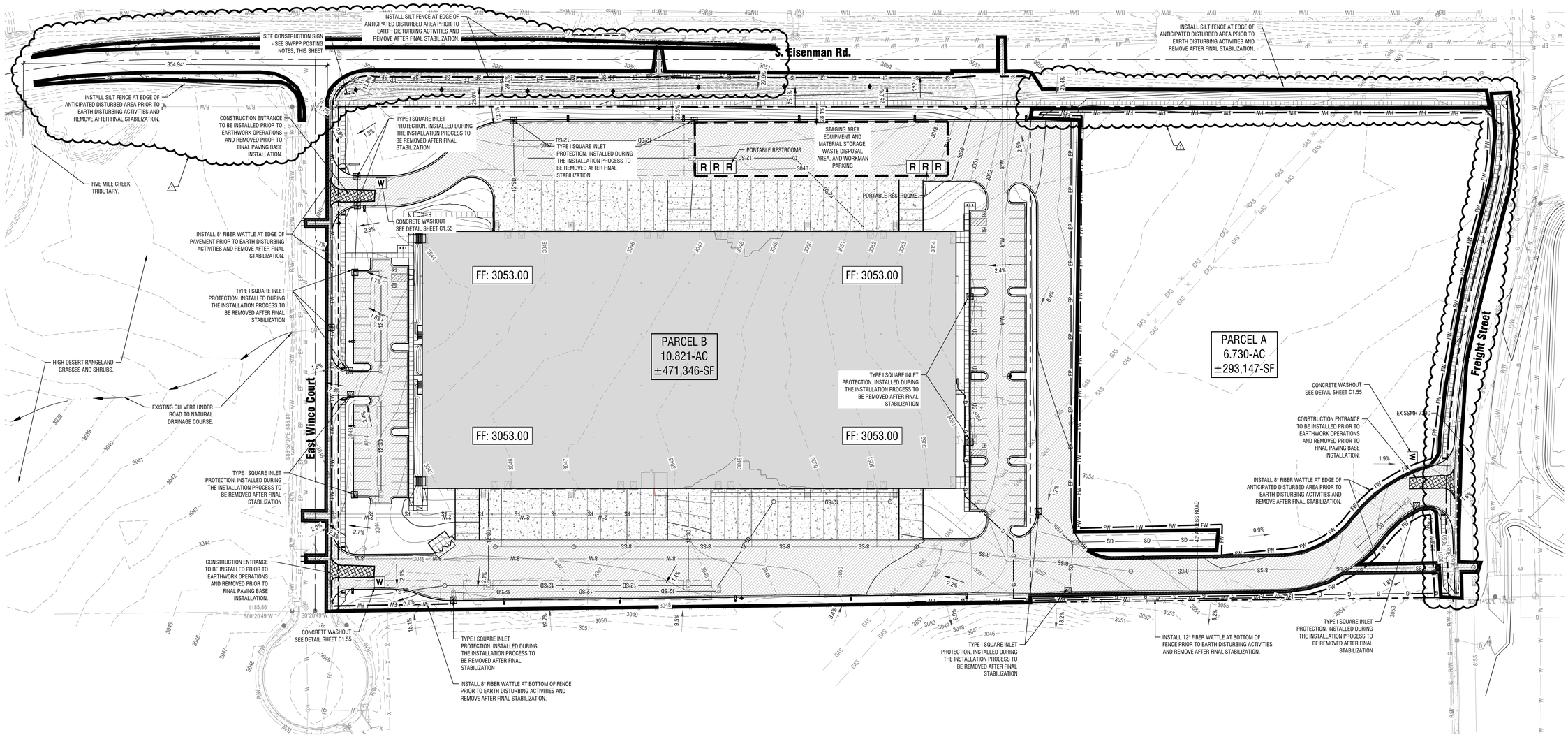
1. GENERAL NOTES ARE MADE A PART OF THE GRADING & DRAINAGE NOTES BY THIS REFERENCE. ALL CONTRACTORS AND CONSTRUCTION ACTIVITIES SHALL CONFORM TO SAID NOTES.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE IDAHO SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THESE PLANS AND THE PROJECT SPECIFICATIONS.
3. CONTRACTOR SHALL HAVE AN APPROVED SET OF PLANS ON SITE AT ALL TIMES. ONLY THESE PLANS SHALL BE USED BY THE PROJECT CONTRACTOR(S). USE OF ANY NON APPROVED SET OF PLANS ON THE JOB SHALL BE GROUNDS FOR THE ISSUANCE OF A STOP WORK ORDER.
4. ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE.
5. CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS NOTED ON THIS PLAN AND NOTIFY DESIGN ENGINEER WHEN ELEVATIONS DO NOT MATCH PLANS.
6. WASTE SOIL SHALL BE HAULED TO AN OFFSITE DISPOSAL SITE FURNISHED BY THE CONTRACTOR.
7. ALL FINISHED GRADES SHALL BE SMOOTH AND UNIFORM.
8. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING. PROVIDE POSITIVE DRAINAGE TO ALL CATCH BASINS, DRAINAGE STRUCTURES, CURB CUTS, AND DRAINAGE WINDOWS.
9. ALL CONCRETE SIDEWALKS SHALL HAVE A MINIMUM OF ONE PERCENT (1%) CROSS SLOPE UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL COORDINATE CONNECTION OF ALL ROOF DRAINAGE DOWN SPOUTS AND BUILDING PLUMBING. SEE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR EXACT LOCATION OF DRAINAGE CONNECTION POINTS.
11. ALL CHANGES REQUIRE APPROVAL BY THE DESIGN ENGINEER AND LANDSCAPE ARCHITECT.
12. ALL DRAINAGE CONVEYANCE AND INFILTRATION FACILITIES MUST BE INSPECTED BY THE DESIGN ENGINEER OR HIS/HER QUALIFIED REPRESENTATIVE. PROVIDE INSPECTION REQUEST A MINIMUM OF 48 HOURS IN ADVANCE.
13. ALL STORM DRAINAGE PIPING SHALL BE ADS N-12 (HDPE) DRAINAGE PIPE (SOLID WALL AND PERFORATED) OR ASTM 3034, SDR 35 PVC AS SHOWN ON THE PLANS.
14. ALL NON GRATED STORM DRAIN MANHOLE COVERS SHALL BE MARKED "STORM DRAIN".
15. CONCRETE COLLARS SHALL BE POURED AT ALL STORM DRAINAGE INLETS AND MANHOLES. COLLARS SHALL BE PLACED IN ACCORDANCE WITH ISPWC SD-616.
16. PIPE TRENCH SHALL CONFORM TO DIVISION 300 OF THE LATEST EDITION OF THE ISPWC AND SD-301. BEDDING AND BACKFILL SHALL BE CONSTRUCTED PER SECTIONS 305 AND 306 OF THE ISPWC.
17. PIPE LENGTHS SHOWN ARE NOT EXACT. ACTUAL INSTALLATION LENGTHS MAY VARY SLIGHTLY. LENGTHS ARE SHOWN FOR GENERAL INFORMATION ONLY.
18. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES AND IMPROVEMENTS. ANY DAMAGE TO EXISTING FACILITIES OR IMPROVEMENTS RESULTING FROM THE CONTRACTORS OPERATIONS, SHALL BE REPAIRED OR REPLACED AT CONTRACTORS EXPENSE.
19. CONTRACTOR IS RESPONSIBLE TO REMOVE ALL CONCRETE AND DEBRIS FROM LANDSCAPE PLANTER AREAS PRIOR TO INSTALLATION OF ANY LANDSCAPE MATERIALS BY THE LANDSCAPE CONTRACTOR.
20. ALL PROPOSED STORM DRAINAGE CATCH BASIN INLETS AND MANHOLES SHALL BE COVERED WITH FILTER FABRIC BY THE STORM DRAIN CONTRACTOR TO PREVENT CONTAMINATION OF STORM DRAINAGE FACILITIES. FABRIC SHALL NOT BE REMOVED UNTIL AFTER CONSTRUCTION IS COMPLETE AND LANDSCAPE TURF AREAS HAVE MATURED.
21. CARE SHALL BE TAKEN TO PREVENT DIRT AND OTHER SUPERFLUOUS MATERIALS FROM ENTERING STORM DRAINAGE FACILITIES DURING CONSTRUCTION.

Storm Drain Notes (Private Facilities):

1. THE FOLLOWING STORM DRAINAGE NOTES APPLY TO PRIVATE FACILITIES (INTERNAL TO PROPERTY LINES) ONLY.
2. ALL EXISTING UTILITY LOCATIONS SHOWN IN THESE PLANS ARE APPROXIMATE ONLY AND MUST BE VERIFIED. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK. EXACT LOCATION OF UNDERGROUND UTILITIES CAN ONLY BE DETERMINED BY PHYSICAL EXCAVATION OF THE UTILITY LINE AND SURVEYING THE LOCATION OF THE PIPE OR CONDUIT. CALL "DIG LINE", 48 HOURS IN ADVANCE OF COMMENCING WORK, AT 1-800-342-1585.
3. NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION IF INCONSISTENCIES, ERRORS, OR DISCREPANCIES ARE FOUND IN THESE PLANS.
4. ALL CHANGES REQUIRE APPROVAL BY DESIGN ENGINEER.
5. ALL DRAINAGE FACILITIES MUST BE INSPECTED BY DESIGN ENGINEER. 24 HOURS NOTICE IS REQUIRED.
6. CONTRACTOR SHALL HAVE A STAMPED, APPROVED SET OF PLANS AND A COMPLETE COPY OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC) AT WORK SITE.
7. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO APPLICABLE SPECIFICATIONS OF I.S.P.W.C., AND APPROPRIATE LOCAL AGENCIES.
8. THE CONTRACTOR SHALL OBTAIN THE APPROPRIATE PERMITS FROM ALL GOVERNMENT/LOCAL AGENCIES PRIOR TO STARTING CONSTRUCTION.
9. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES AND IMPROVEMENTS. ANY DAMAGE TO EXISTING FACILITIES OR IMPROVEMENTS RESULTING FROM THE CONTRACTORS OPERATIONS, SHALL BE REPAIRED OR REPLACED AT CONTRACTORS EXPENSE.
10. DURING THE COURSE OF THE WORK, THE CONTRACTOR SHALL COORDINATE AND ACCOMMODATE OTHER CONTRACTORS, OPERATIONS OF THE OWNER, AND LOCAL AGENCIES.
11. MAINTAIN PRIVATE POTABLE/NONPOTABLE SEPARATIONS PER 2012 UPC SECTION 609. PUBLIC POTABLE/NONPOTABLE PIPE SEPARATIONS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF I.S.P.W.C. SD-407 AND MUST BE WITNESSED BY THE ENGINEER PRIOR TO BACKFILL.
12. IF DISCHARGE OF WASTEWATER, SUCH AS FROM DEWATERING ACTIVITIES, WILL OCCUR, CONTRACTOR MUST OBTAIN A SHORT TERM ACTIVITY EXEMPTION FROM DEQ BOISE REGIONAL OFFICE.

Sewer Notes:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST SEWER SPECIFICATIONS AND STANDARD DRAWINGS OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), BOISE PUBLIC WORKS DEPARTMENT AND/OR THE ADA COUNTY HIGHWAY DISTRICT (ACHD) MODIFICATIONS TO THE ISPWC.
2. THE CONTRACTOR SHALL CONSTRUCT THE SANITARY SEWER IN ACCORDANCE WITH THE STAMPED PLANS APPROVED BY THE BOISE PUBLIC WORKS DEPARTMENT. THESE PLANS WILL BE PROVIDED TO THE CONTRACTOR BY THE PROJECT INSPECTOR PRIOR TO CONSTRUCTION. WORK SHALL NOT BE DONE WITHOUT THE CURRENT SET OF APPROVED PLANS.
3. FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION WILL BE BY THE BOISE PUBLIC WORKS DEPARTMENT.
4. SEWER INSPECTIONS WILL BE BY THE BOISE PUBLIC WORKS DEPARTMENT AND THEIR DECISIONS SHOULD BE CONSIDERED AS FINAL. THE CONTRACTOR WILL NOTIFY THE BOISE PUBLIC WORKS DEPARTMENT 48 HOURS PRIOR TO CONSTRUCTION. BOISE CITY WILL PROVIDE PERIODIC INSPECTIONS FOR AN EIGHT-HOUR DAY, FROM 8:00 A.M. TO 5:00 P.M., FOR A FORTY HOUR WEEK. THE CONTRACTOR SHALL REIMBURSE THE CITY AT RATES ESTABLISHED BY THE CITY FOR INSPECTION IN EXCESS OF THE NORMAL WORK WEEK, INCLUDING LEGAL HOLIDAYS. OVERTIME INSPECTION RATES AND A LIST OF LEGAL HOLIDAYS CAN BE OBTAINED FROM THE BOISE PUBLIC WORKS DEPARTMENT.
5. SEWER CONSTRUCTION WILL MEET SPECIFIC DETAILS AND REQUIREMENTS OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION INCLUDING BOISE CITY REVISIONS. BOISE CITY REVISIONS TO THE ISPWC STANDARD DRAWINGS ARE AVAILABLE ONLINE.
6. GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH DURING THE PIPE LAYING AND PIPE JOINING OPERATIONS. ALL MANHOLES LOCATED WITHIN LIMITS OF SEASONAL GROUNDWATER SHALL HAVE THE EXTERIOR OF ALL CONCRETE SURFACES COATED WITH TWO COATS OF COAL TAR EPOXY.
7. THE CONTRACTOR SHALL INSTALL A REMOVABLE PLUG AT THE INLET TO SSMH SSMH'39F. THIS PLUG SHALL REMAIN IN PLACE DURING CONSTRUCTION UNTIL FINAL ACCEPTANCE OF THIS SEWER PROJECT.
8. SERVICE LINES SHALL BE MARKED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARD DRAWING SD 512. SERVICE LINE MARKERS SHALL REMAIN IN PLACE DURING CONSTRUCTION AND BE PRESENT FOR FINAL INSPECTION. ON LOTS WHERE ROOF DRAINS ARE UTILIZED, THE CONTRACTOR SHALL COLOR THE ROOF DRAIN MARKERS TO CLEARLY DIFFERENTIATE ROOF DRAIN MARKERS FROM SEWER SERVICE MARKERS.
9. THE HORIZONTAL SEPARATION OF THE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET. WHERE IT IS NECESSARY FOR SEWER AND WATER TO CROSS EACH OTHER AND THE SEWER LINE IS LESS THAN 18 INCHES BELOW OR ABOVE THE WATER MAIN, THE SEWER LINE CROSSING SHALL BE P.V.C. PRESSURE PIPE CONFORMING TO AWWA C-900 OR ASTM D2241, FOR A DISTANCE OF 10' ON BOTH SIDES OF WATER LINE. ONE FULL LENGTH OF BOTH WATER MAIN AND SEWER LINE SHALL BE CENTERED OVER THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE.
10. ON SEWER SHEETS, ALL STATIONING RELATES TO THE GRAVITY SEWER CENTERLINE.
11. THE CONTRACTOR SHALL PROVIDE BOISE CITY'S INSPECTOR WITH "CUT SHEETS" FOR THE STAKING PROVIDED FOR CONSTRUCTION OF THE SANITARY SEWER. "CUT SHEETS" SHALL BE PROVIDED TO THE CITY PRIOR TO CONSTRUCTION. ADDITIONALLY, TEMPORARY BENCH MARKS MUST BE PROVIDED TO THE BOISE PUBLIC WORKS DEPARTMENT, INSPECTION SECTION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
12. PRIOR TO CONSTRUCTION, TEMPORARY BENCH MARKS (TBM'S) SHALL BE SET IN THE FIELD BY A LICENSED SURVEYOR OR ENGINEER AND SHALL BE FLAGGED AND CLEARLY VISIBLE FROM ALL DIRECTIONS. A TBM SHALL BE LOCATED WITHIN 100 FEET OF THE TIE-IN TO EXISTING SEWER AND SPACED NO GREATER THAN 500 FEET ALONG THE SEWER ALIGNMENT THEREAFTER. TBM'S SHALL HAVE ELEVATIONS TIED TO THE NAVD 1988 DATUM.
13. SEWER PIPE WITH COVER OF GREATER THAN 3 FEET, SHALL BE BELL AND SPIGOT, POLYVINYL CHLORIDE (PVC), SDR 35, ASTM D-3034 FOR 4-INCH THROUGH 15-INCH AND ASTM F679 FOR 18-INCH THROUGH 27-INCH AS SET FORTH BY THE BOISE PUBLIC WORKS DEPARTMENT. SEWER PIPE WITH LESS THAN 3 FEET OF COVER SHALL BE DUCTILE IRON CONFORMING TO ANSI A-21.51 OR AWWA C-151 MINIMUM CLASS 50. A RUBBER RING IS TO BE INSTALLED WHERE THE PIPE IS IN CONTACT WITH THE MANHOLE BASE AND/OR ITS CHANNEL IN ORDER TO ENSURE A WATER-TIGHT SEAL.
14. THE SEWER CONTRACTOR SHALL SUPPLY ALL LID ASSEMBLIES AND THE REQUIRED NUMBER OF RISER AND GRADE RINGS. THE SEWER CONTRACTOR SHALL FIELD VERIFY THE ELEVATION OF THE TOP OF THE MANHOLE CONE TO ASSURE THAT RING ELEVATIONS MATCH FINAL STREET GRADES. THE MAXIMUM HEIGHT OF THE GRADE RINGS SHALL BE SUCH THAT THE FINISHED GRADE ELEVATION OF THE MANHOLE FRAME AND COVER SHALL NOT BE MORE THAN TWENTY-ONE (21") INCHES ABOVE THE TOP OF THE MANHOLE CONE.
15. THE PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE COLLARS PER STANDARD DRAWING NO. SD 508. THE PAVING CONTRACTOR SHALL CONTACT ACHD 24 HOURS PRIOR TO POURING CONCRETE COLLARS.
16. THE TRENCH BACKFILL ABOVE THE PIPE ZONE WILL BE INSPECTED BY THE ACHD OR BY THE DEVELOPER'S ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION QUALITY ASSURANCE MANUAL". COMPACTION TESTS ARE REQUIRED ON THE BACKFILL ABOVE THE PIPE ZONE, WITHIN PUBLIC RIGHT-OF-WAY. TESTING SHALL BE CONDUCTED TO MEET ALL ACHD REQUIREMENTS AND THE RESULTS SHALL BE SUBMITTED TO BOISE PUBLIC WORKS DEPARTMENT AND ACHD PRIOR TO FINAL ACCEPTANCE.
17. THE BOISE PUBLIC WORKS DEPARTMENT MAY TEST THE COMPACTION OF THE SEWER PIPELINE BEDDING. TESTING WILL BE DONE BY AN INDEPENDENT TESTING LABORATORY. THE COST OF THE FIRST TEST WILL BE PAID BY THE BOISE PUBLIC WORKS DEPARTMENT. IF THE FIRST TEST FAILS TO MEET REQUIRED COMPACTION, ALL RE-TESTING SHALL BE PAID BY THE SEWER CONTRACTOR. THE CONTRACTOR SHALL CONTACT THE BOISE PUBLIC WORKS DEPARTMENT AND/OR TESTING LABORATORY TO SCHEDULE THE TESTS PRIOR TO ANY PIPE LAYING AND BACKFILLING.
18. THE CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN FOR FIELD VERIFICATION OF THE INVERT ELEVATION BY THE CITY'S INSPECTOR. THE CONTRACTOR SHALL NOT BACKFILL THE ENDS OF SERVICE LINES UNTIL HE HAS OBTAINED APPROVAL FROM BOISE CITY'S INSPECTOR OR MADE OTHER ARRANGEMENTS FOR THE VERIFICATION OF SERVICE LINE INVERT ELEVATIONS.
19. PRIOR TO FINAL ACCEPTANCE, AFTER ALL UTILITIES ARE IN AND PRIOR TO PAVING, AN AIR TEST SHALL BE CONDUCTED. THE CONTRACTOR SHALL CONTACT THE CITY OF BOISE A MINIMUM OF 24 HOURS PRIOR TO TESTING. ALL MANHOLES SHALL BE TESTED IN ACCORDANCE WITH THE ISPWC AND BOISE CITY'S MODIFICATIONS.
20. THE SEWER MAIN SHALL BE TESTED FOR DEFLECTION IN ACCORDANCE WITH THE ISPWC AND BOISE CITY'S MODIFICATIONS. ALL SEWER LINES SHALL BE TELEVISED WITH A CLOSED CIRCUIT TELEVISION C



SWPPP Plan

Horizontal Scale: 1" = 50'

0 50' 100'

Soil Stabilization:

1. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS.
2. EXCEPT AS PROVIDED BELOW, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAT 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. IF THE DISTURBED AREA IS MORE THAN 5 ACRES, STABILIZATION MUST OCCUR WITHIN 7 DAYS.
   - 2.1. WHERE STABILIZATION BY THE 14th DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   - 2.2. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO INITIATED ON THAT PORTION OF THE SITE.

THE FOLLOWING TEMPORARY SOIL STABILIZATION PRACTICES SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS AND/OR WHERE SHOWN ON PLAN, UNLESS CONDITIONS AS LISTED ABOVE DICTATE OTHERWISE:
MULCHING (BMP 15) - APPLY STRAW, GRASS, COMPOST, WOOD CHIPS OR WOOD FIBERS TO DISTURBED AREAS TO PREVENT EROSION. SEE THE APPENDIX OF THE ESC/SWPPP NARRATIVE FOR A COMPLETE DESCRIPTION. **AND/OR**:

3. GEOTEXTILE (BMP 17) - APPLY NONBIODEGRADABLE SYNTHETIC FABRIC TO DISTURBED AREAS TO PREVENT EROSION. SEE THE APPENDIX OF THE ESC/SWPPP NARRATIVE FOR A COMPLETE DESCRIPTION. **AND/OR**:
4. MATTING (BMP 18) - APPLY BIODEGRADABLE WOVEN OR JUTE FIBER MAT TO DISTURBED AREAS TO PREVENT EROSION. SEE THE APPENDIX OF THE ESC/SWPPP NARRATIVE FOR A COMPLETE DESCRIPTION.

SWPPP Posting Requirements:

1. THE CONTRACTOR AND OWNER/DEVELOPER ARE RESPONSIBLE FOR APPLYING FOR OBTAINING THE EPA NOTICE OF INTENT (NOI).
2. A COMPLETE COPY OF THE SWPPP (INCLUDING A COPY OF THE CONSTRUCTION GENERAL PERMIT AND COMPLETED INSPECTION FORMS), NOI, AND ACKNOWLEDGEMENT LETTER FROM EPA MUST BE RETAINED AT THE CONSTRUCTION SITE (OR OTHER LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS)AND MADE AVAILABLE FOR REVIEW BY EPA, A STATE, OR OTHER LOCAL APPROVING AGENCY .
3. A SIGN OR OTHER NOTICE MUST BE POSTED IN A CONSPICUOUS LOCATION NEAR THE CONSTRUCTION ENTRANCE. THE SIGN OR OTHER NOTICE MUST CONTAIN THE FOLLOWING INFORMATION:
   - AT A MINIMUM, THE NOTICE MUST INCLUDE THE NPDES PERMIT TRACKING NUMBER AND A CONTACT NAME AND PHONE NUMBER FOR OBTAINING ADDITIONAL PROJECT INFORMATION AS WELL AS THE ADDRESS OF THE SITE. THE PERMIT HOLDER'S NAME AND THE PHONE NUMBER OF THE STORMWATER POLLUTION HOTLINE (208-395-8888) MUST BE DISPLAYED THROUGHOUT CONSTRUCTION
   - THE UNIFORM RESOURCE LOCATOR (URL) FOR THE SWPPP (IF AVAILABLE), OR THE FOLLOWING STATEMENT: "IF YOU WOULD LIKE TO OBTAIN A COPY OF THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS SITE, CONTACT THE EPA REGIONAL OFFICE AT EPA REGION 10 STORMWATER PROGRAM MISHA VAKOC (VAKOC.MISHA@EPA.GOV) (206) 553-6650."
   - AND THE FOLLOWING STATEMENT "IF YOU OBSERVE INDICATORS OF STORMWATER POLLUTANTS IN THE DISCHARGE OR IN THE RECEIVING WATERBODY, CONTACT THE EPA THROUGH THE FOLLOWING WEBSITE: HTTPS://WWW.EPA.GOV/ENFORCEMENT/REPORT-ENVIRONMENTAL-VIOLATIONS."
   - THE NOTICE MUST BE LOCATED SO THAT IT IS VISIBLE FROM THE PUBLIC ROAD THAT IS NEAREST TO THE ACTIVE PART OF THE CONSTRUCTION SITE.
   - THE NOTICE MUST USE A FONT LARGE ENOUGH TO BE READILY VIEWED FROM A PUBLIC RIGHT-OF-WAY.
4. THE SWPPP MUST BE SIGNED AND CERTIFIED IN ACCORDANCE WITH APPENDIX I, SECTION I.11 OF THE CONSTRUCTION GENERAL PERMIT.
5. THE OPERATOR AND OWNER/DEVELOPER ARE RESPONSIBLE FOR OBTAINING THE EPA FORMS FOR N.O.T. (NOTICE OF TERMINATION).

SWPPP General Notes:

1. ALL STORM WATER WILL BE CONTAINED ON SITE.
2. ALL BMP'S SHALL BE INSPECTED AT A MINIMUM ONCE EVERY 14 DAYS AND WITHIN 24 HOURS OF A STORM EVENT PRODUCING 0.25 INCHES OR GREATER - OR - ONCE EVERY SEVEN DAYS.

   INSPECTION FREQUENCY MAY BE REDUCED TO ONCE EVERY MONTH IF:
   - A. THE ENTIRE SITE IS TEMPORARILY STABILIZED, OR
   - B. RUNOFF IS UNLIKELY DUE TO WINTER CONDITIONS, OR
   - C. CONSTRUCTION IS OCCURRING DURING SEASONAL ARID PERIODS (MAY THROUGH SEPTEMBER) IN ARID AREAS AND SEMI-ARID AREAS.
3. DEWATERING IS NOT EXPECTED FOR THIS SITE . ONSITE ESC CONTRACTOR IS RESPONSIBLE FOR ALL NON-STORMWATER MANAGEMENT.
4. STREET SWEEPING WILL BE IMPLEMENTED ON AN AS-NEEDED BASIS AS DETERMINED BY THE SWPPP RESPONSIBLE PERSON.
5. PROVIDE WASTE CONTAINERS FOR BUILDING MATERIALS IN WASTE STORAGE CONTAINMENT AREA. WASTE DISPOSAL DUMPSTERS MUST HAVE LIDS, OR PROVIDE COVER OR A SIMILARLY EFFECTIVE MEANS TO MINIMIZE THE DISCHARGE OF POLLUTANTS. KEEP WASTE CONTAINER LIDS CLOSED WHEN NOT IN USE AND AT THE END OF THE BUSINESS DAY. DISPOSE AT A FREQUENCY ACCORDING TO CONTAINER SIZE.
6. WORKMAN SHALL PARK ON THE AREA DESIGNATED AS WORKMAN PARKING OR AN OFF-SITE LOCATION IF PRE-APPROVED.
7. ALL DROP INLETS, CATCH BASINS, AND CURB INLETS NOTED ON PLAN SHALL HAVE INLET PROTECTION PROVIDED. SEE THE SWPPP PLAN DETAILS ON SHEET C1.55 AND MANUFACTURES GUIDELINES FOR INSTALLATION INSTRUCTIONS.
8. LOCATE ALL PORTABLE RESTROOMS AS FAR FROM PUBLIC AND PRIVATE STORM DRAIN SYSTEMS AS POSSIBLE. ANCHOR TO PREVENT VANDALISM.
11. SLURRY AND CUTTINGS FROM SAWCUTTING OF CONCRETE OR ASPHALT SHALL BE VACUUMED DURING CUTTING AND SURFACING OPERATIONS. SLURRY AND CUTTINGS SHALL NOT REMAIN ON PERMANENT CONCRETE OR ASPHALT PAVEMENT OVERNIGHT. SLURRY AND CUTTINGS SHALL NOT DRAIN TO ANY NATURAL OR CONSTRUCTED DRAINAGE CONVEYANCE. COLLECTED SLURRY AND CUTTINGS SHALL BE DISPOSED OF IN A MANNER THAT DOES NOT VIOLATE GROUNDWATER OR SURFACE WATER QUALITY STANDARDS.
12. SEE LANDSCAPE AND MATERIALS PLANS FOR INFORMATION CONCERNING FINAL SOIL STABILIZATION MEASURES.
13. ALL EXCESS MATERIALS SHALL BE HAULED OFF SITE AND DISPOSED OF AT AN APPROVED LOCATION. EXCESS MATERIAL MAY BE TEMPORARILY STORED ON SITE (IF APPROVED BY THE OWNER) AT A PRE-APPROVED LOCATION. IF MATERIAL IS STOCKPILED FOR MORE THAN 14 DAYS STOCKPILE IS TO BE STABILIZED PER BMP #9,
14. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ISPWC.
15. ANY MODIFICATIONS TO THIS PLAN REQUIRE APPROVAL OF THE DESIGNER OR THE ONSITE RESPONSIBLE PERSON.
16. TOTAL DISTURBED AREA IS APPROXIMATELY 13.88± ACRES.
17. UPON CONTRACT APPROVAL BY THE CONTRACTOR, IT IS RECOGNIZED THAT THE CONTRACTOR HAS REVIEWED THE PLAN DRAWINGS AND THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS AND CONDITIONS CONTAINED HEREIN.
18. BOISE CITY PLANNING AND DEVELOPMENT SERVICES REQUIRES EROSION CONTROL PERMITEES TO SCHEDULE AN EROSION AND SEDIMENT CONTROL SITE PREPARATION INSPECTION. THE INSPECTION MUST BE SCHEDULED PRIOR TO GRADING OR OTHER LAND DISTURBING ACTIVITIES BUT AFTER THE REQUIRED STRUCTURAL BEST MANAGEMENT PRACTICES ARE INSTALLED. THE REQUIRED BMP'S MUST COMPLETE AND PASS THE EROSION AND SEDIMENT CONTROL SITE PREPARATION INSPECTION PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES. IF THE INSPECTION FAILS, YOU MUST COMPLETE ALL NECESSARY CORRECTIONS AND RESCHEDULE THE SITE PREPARATION INSPECTION. THE SITE MUST PASS THE SITE PREPARATION INSPECTION PRIOR TO BEGINNING WORK. FAILURE TO SCHEDULE AND PASS THE SITE PREPARATION INSPECTION WILL DELAY YOUR WORK.

    INSPECTIONS MAY BE REQUESTED THE SAME DAY AND UP TO THREE DAYS IN ADVANCE, EXCLUDING HOLIDAYS AND WEEKENDS. INSPECTIONS REQUESTED BETWEEN 7:30 AM AND 11:30 AM WILL BE COMPLETED BY 5:00 PM OF THE SAME DAY. INSPECTIONS SCHEDULED AFTER 11:30 AM WILL BE PERFORMED THE FOLLOWING DAY BY NOON. YOU CAN SCHEDULE THE INSPECTION THREE DIFFERENT WAYS:

    - SCHEDULE USING THE MOBILE APP ON YOUR SMARTPHONE AT HTTP://PDSMOBILE.NET.
    - SCHEDULE ONLINE AT WWW.CITYOFBOISE.ORG/PDS/PDSONLINE.
    - CALL (208) 384-3802 TO SCHEDULE.

ESC/SWPPP Legend:

- APPROXIMATE LIMIT OF DISTURBANCE
- 2698 — PROPOSED GROUND CONTOUR (ONE-FOOT INTERVAL)
- 2698 — EXISTING GROUND CONTOUR (ONE-FOOT INTERVAL)
- W — CONCRETE WASHOUT PER THE STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES BMP #13 AND DETAIL ON SHEET C155.
- R — PORTABLE RESTROOM PER THE STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES B4P #14.
- RECTANGULAR DROP INLET PROTECTION TYPE I PER BMP #31, SEE SHEET C155 FOR DETAILS
- FW — FIBER ROLL PER STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES BMP #64. SEE DETAILS ON SHEET C155.
- SF — SF — SILT FENCE PER STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES BMP #65. SEE DETAILS ON SHEET C155.
- MATERIALS STORAGE AND PARKING AREAS PER THE STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES BMP #37.
- PROVIDE STABILIZED ENTRANCE PER THE STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES BMP #40. THIS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION UNTIL ASPHALT BASE MATERIAL IS INSTALLED. PROVIDE SWEEPING DAILY OR AS NEEDED TO REMOVE ANY TRACKING OF MUD AND/OR DIRT ONTO EXISTING ASPHALT. SEE DETAIL 1/C155.
- LANDSCAPE STABILIZATION AREAS (PLANTINGS AND ROCK MULCH) PER THE STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES BMP #32, COORDINATE WITH LANDSCAPE SHEETS.
- AREA TO BE STABILIZED WITH ASPHALT SEE MATERIALS PLAN SHEET C2.00 FOR MATERIALS AND DETAILS.
- DRYLAND HYDROSEED STABILIZATION AREAS PER THE STATE OF IDAHO CATALOG OF STORM WATER BEST MANAGEMENT PRACTICES BMP #8 & #32, SEE HYDRO-SEED NOTES SHEET C1.55.

Contact Information:

OWNER:	CITY OF BOISE BOISE CITY HALL 150 N. CAPITOL BLVD. - 2ND FLOOR BOISE, ID 83702 CONTACT: SEAN KEITHLY PHONE: 208.972.8528
DEVELOPER:	THE BOYER COMPANY 101 SOUTH 200 EAST, SUITE 200 SALT LAKE CITY, UTAH 84111 CONTACT: DAVID WARD PHONE: 801.366.8003
CONTRACTOR:	TO BE DETERMINED PHONE:
ONSITE SWPPP COORDINATOR:	TO BE DETERMINED LICENSE NO: PHONE:
PLAN PREPARER:	ROGER COLLINS COMPANY: THE LAND GROUP, INC. 462 E. SHORE DR., STE. 100 EAGLE, IDAHO 83616 PHONE: 208.939.4041
PROJECT ENGINEER:	THE LAND GROUP, INC. 462 E. SHORE DR., STE. 100 EAGLE, IDAHO 83616 PRIMARY CONTACT: JASON DENSMER, PE PHONE: 208.939.4041

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NOT FOR CONSTRUCTION

REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

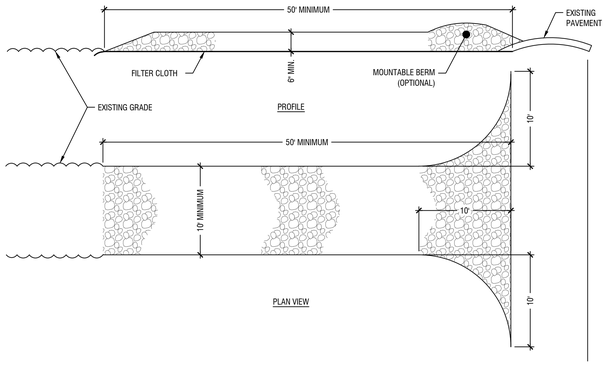
THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.:	121016.00
GSBS PROJECT NO.:	2021.020.00
ISSUED DATE:	03.25.2022

CONSTRUCTION PLANS
SWPPP PLAN

C150 | REV 1

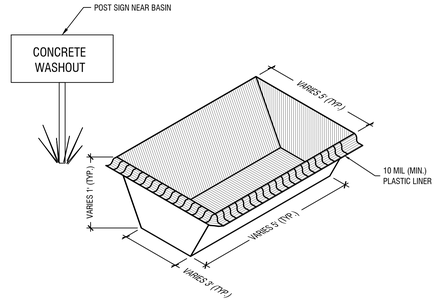


CONSTRUCTION SPECIFICATIONS

1. STONE SIZE-USE CRUSHED 2" STONE OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT FOR TOP LAYER, 2"-8" DIAMETER FOR BASE LAYER.
2. LENGTH-AS REQUIRED, BUT NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
3. THICKNESS-NOT LESS THAN 6 INCHES.
4. WIDTH-10 FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH-WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE. FILTER WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENCE LOT.
6. SURFACE WATER-ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE-THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING-WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

1 Stabilized Construction Entrance (BMP 40)

Scale: NTS

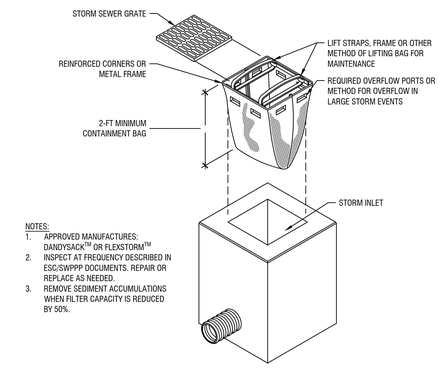


NOTES

1. DIMENSIONS VARY. RESPONSIBLE PERSON SHALL SIZE BASIN APPROPRIATELY.

2 Concrete Washout (BMP 49)

Scale: NTS

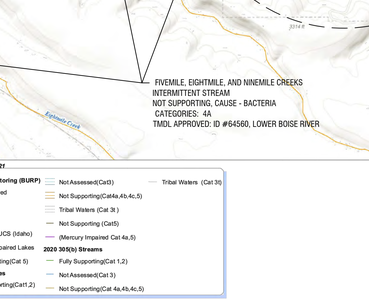


NOTES:

1. APPROVED MANUFACTURES: DANDYSACK™ OR FLEXSTORM™
2. INSPECT AT FREQUENCY DESCRIBED IN ESC/SWPPP DOCUMENTS. REPAIR OR REPLACE AS NEEDED.
3. REMOVE SEDIMENT ACCUMULATIONS WHEN FILTER CAPACITY IS REDUCED BY 50%.

3 Drop Inlet Protection Type I (BMP 13)

Scale: NTS

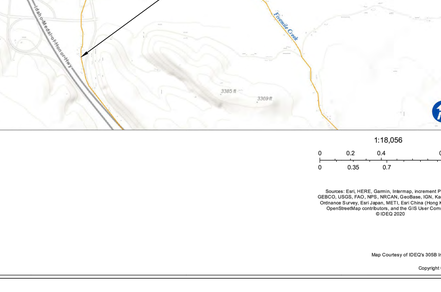


NOTES:

1. TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION.
2. FILTER FABRIC SHALL BE CLASS 1 WITH EQUIVALENT OPENING SIZE OF AT LEAST 30 FOR NONWOVEN AND 50 FOR WOVEN.
3. FENCE POSTS SHALL BE EITHER STANDARD STEEL POST OR WOOD POST WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.0 SQ. IN.

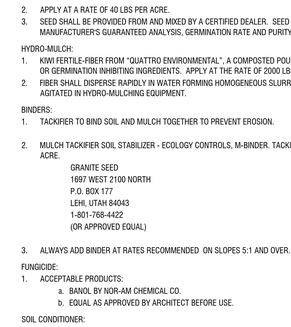
5 Silt Fence Install 1 (BMP 65)

Scale: NTS



6 Fiber Roll (BMP 64)

Scale: NTS



7 Fiber Roll Stake Section (BMP 64)

Scale: NTS



8 Fiber Roll Stake Section 2 (BMP 64)

Scale: NTS

Waters of the US Map

HORIZONTAL SCALE: NTS

Hydro-seeding Notes :

GENERAL:

1. MIX SPECIFIED SEED AND ORGANIC SOIL AMENDMENT IN WATER PER MANUFACTURER'S RECOMMENDATIONS. APPLY SEEDED SLURRY EVENLY IN TWO INTERSECTION DIRECTIONS. DO NOT HYDROSEED AREA IN EXCESS OF THAT WHICH CAN BE MULCHED ON SAME DAY. KEEP OFF ROADS, WALKS, STRUCTURES AND AREAS NOT TO BE SEEDED. CLEAN UP THESE AREAS.
2. ADD FUNGICIDE AT RATES RECOMMENDED BY MANUFACTURER ON INSTALLATIONS MADE BETWEEN 1ST OF APRIL AND 30 SEPTEMBER.
3. AFTER HYDROSEED, TRACK IN SEED USING A CLEATED CRAWLER WITH TRACK MARKS PERPENDICULAR TO THE SLOPE. AFTER TRACKED, MULCH SLOPE WITH 2000 LBS. PER ACRE OF FERTILE-FIBER MULCH MATERIAL AND 80 LBS. PER ACRE OF TACKIFIER.
4. IMMEDIATELY FOLLOWING MULCH AND TACKIFIER, COVER SEEDED SLOPES GREATER THAN 2.5:1 WITH EROSION CONTROL BLANKETS. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
5. IMMEDIATELY RESEED AREAS WHICH SHOW BARE SPOTS. MINIMUM ACCEPTABLE PLANT COVERAGE IS 80 PERCENT AFTER ONE GROWING SEASON. PROTECT SEEDED AREAS WITH WARNING SIGNS DURING MAINTENANCE PERIOD. THE SEED WILL REQUIRE APPROXIMATELY NINETY (90) DAYS OF FAVORABLE GROWING CONDITIONS TO GERMINATE AND BECOME ESTABLISHED FOR SUCCESSFUL SURVIVAL WITH NORMAL MINIMAL SUMMER PRECIPITATION.
6. THE OPTIMAL SEEDING TIME SHALL BE AFTER MID-OCTOBER. THIS PLANTING TIME PROVIDES THE OPTIMUM WEATHER CONDITIONS FOR SEED GERMINATION AND SEEDLING SURVIVAL RATE.
7. THIS PROJECT WILL RELY PRIMARILY UPON NATURAL PRECIPITATION FOR SEED GERMINATION AND ESTABLISHMENT. THE NATURAL PRECIPITATION AT THE SITE PROVIDES MARGINAL MOISTURE FOR REVEGETATION EFFORTS. IF DEEMED NECESSARY, CONTRACTOR WILL PROVIDE SUPPLEMENTAL WATER TO ENSURE PROPER SEED GERMINATION DURING LOW PRECIPITATION TIMES OF YEAR. CONTRACTORS SHOULD ATTEMPT TO APPLY SEED IN CONCERT WITH APPROPRIATE WEATHER PATTERNS TO ENSURE SEEDING SUCCESS. IF DRY WEATHER PERSISTS FOLLOWING SEED APPLICATION TEMPORARY IRRIGATION IS RECOMMENDED TO ENSURE SEED ESTABLISHMENT

SEED:

1. MIXTURE BLEND OF:

SPECIES	RATE IN LBS/ACRE
"ANATONE" BLUEBUNCH WHEATGRASS	8
"COVAR" SHEEP FESCUE	8
SANDBERG'S BLUEGRASS	6.5
THICKSPIKE WHEATGRASS	5
"EAGLE" WESTERN YARROW	1.75
SMALL BURNETT	3.25
IDAHO FESCUE	1.5
SAND DROPSEED	1.5
ANNUAL RYE	1.5
LEWIS BLUEFLAX	1.5
RABBITBRUSH	0.75
SAGEBRUSH	0.75
TOTAL	40 LBS PURE LIVE SEED

2. APPLY AT A RATE OF 40 LBS PER ACRE.
3. SEED SHALL BE PROVIDED FROM AND MIXED BY A CERTIFIED DEALER. SEED MIXTURE SHALL BE LABELED WITH MANUFACTURER'S GUARANTEED ANALYSIS, GERMINATION RATE AND PURITY RATE.

HYDRO-MULCH:

1. KIWI FERTILE-FIBER FROM "QUATTRO ENVIRONMENTAL", A COMPOSTED POULTRY BASED MULCH MATERIAL FREE OF GROWTH OR GERMINATION INHIBITING INGREDIENTS. APPLY AT THE RATE OF 2000 LBS. PER ACRE.
2. FIBER SHALL DISPERSE RAPIDLY IN WATER FORMING HOMOGENEOUS SLURRY AND REMAINING IN SUCH STATE WHEN AGITATED IN HYDRO-MULCHING EQUIPMENT.

BINDERS:

1. TACKIFIER TO BIND SOIL AND MULCH TOGETHER TO PREVENT EROSION.
2. MULCH TACKIFIER SOIL STABILIZER - ECOLOGY CONTROLS, M-BINDER. TACKIFIER APPLIED AT THE RATE OF 80 LBS. PER ACRE.

   GRANITE SEED
   1697 WEST 2100 NORTH
   P.O. BOX 177
   LEHI, UTAH 84043
   1-801-768-4422
   (OR APPROVED EQUAL)

3. ALWAYS ADD BINDER AT RATES RECOMMENDED ON SLOPES 5:1 AND OVER.

FUNGICIDE:

1. ACCEPTABLE PRODUCTS:
   a. BANOL BY NOR-AM CHEMICAL CO.
   b. EQUAL AS APPROVED BY ARCHITECT BEFORE USE.

SOIL CONDITIONER:

1. KIWI POWER FROM "QUATTRO ENVIRONMENTAL" (OR APPROVED EQUAL) - 5 GALLONS PER ACRE.

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THE LAND GROUP
462 EAST SHORE DRIVE, SUITE 100
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NOT FOR CONSTRUCTION

REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

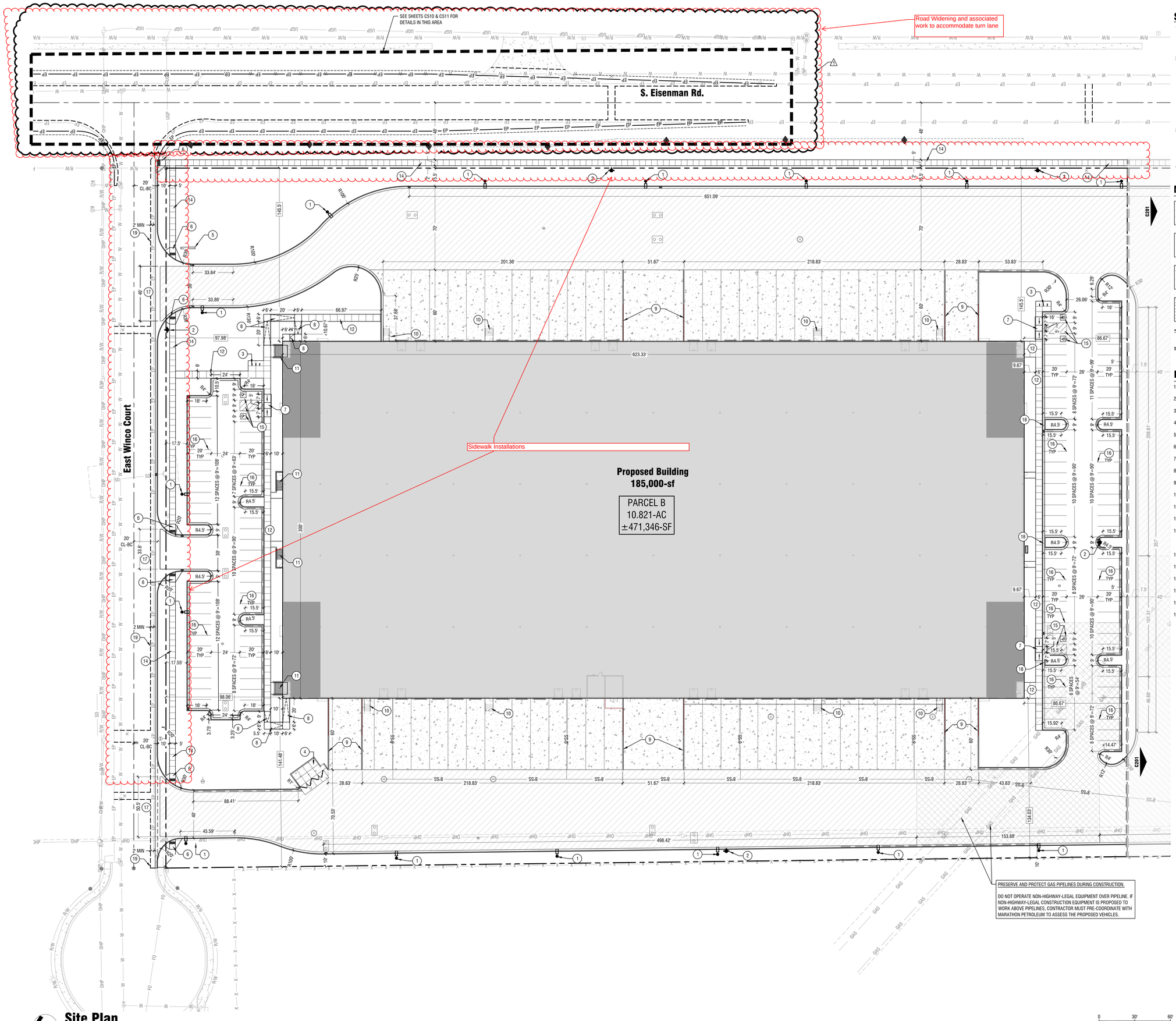
THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.:	121016.00
GSBS PROJECT NO.:	2021.020.00
ISSUED DATE:	03.25.2022

CONSTRUCTION PLANS SWPPP DETAILS

C155 | REV 1



Site Plan

Horizontal Scale: 1" = 30'

0 30' 60'

Sheet Notes:

1. ALL CONSTRUCTION AND MATERIAL SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), CITY OF BOISE STANDARDS, AND ADA COUNTY HIGHWAY DISTRICT STANDARDS. NO EXCEPTIONS ARE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL.
2. 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.
3. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5.00%. CROSS SLOPES OF ALL SIDEWALKS SHALL NOT EXCEED 2.00%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 1:12 SLOPE IN ANY DIRECTION. THERE ARE NO TOLERANCES ALLOWED ABOVE THE MAXIMUM SLOPES.
4. ALL DRIVE AISLES MEET FIRE ACCESS REQUIREMENTS.

Materials Legend:

- HEAVY DUTY ASPHALT PAVEMENT PER DETAIL 1/C050
- STANDARD ASPHALT PAVEMENT PER DETAIL 2/C050
- REINFORCED CONCRETE PAVEMENT PER DETAIL 3/C050
- HEAVY DUTY CONCRETE PAVEMENT PER DETAIL 13/C050
- 6-IN VERTICAL CURB AND GUTTER PER ACHD SUP SD-701
- 6-IN REVERSE PAN VERTICAL CURB PER ACHD SUP SD-701R

Keynotes:

1. PROPOSED SITE LUMINAIRE PER SITE ELECTRICAL PLANS.
2. PROPOSED FIRE HYDRANT.
3. PROPOSED BIKE RACK (2-BIKE CAPACITY), EA. PER DETAIL 10/C050
4. FULLY-SCREENED TRASH ENCLOSURE SEE ARCHITECTURAL PLANS.
5. MONUMENT SIGN SEE ARCHITECTURAL PLANS FOR DETAILS.
6. PEDESTRIAN RAMP TYPE A PER ACHD SUP SD-712
7. PEDESTRIAN RAMP PER DETAIL 6/C050
8. PEDESTRIAN RAMP PER DETAILS 6 & 7 / C550
9. RETAINING WALL SEE ARCHITECTURAL PLANS FOR DETAILS
10. METAL STAIRS SEE ARCHITECTURAL PLANS FOR DETAILS
11. CONCRETE STAIRS PER DETAIL 14/C050
12. STANDARD CONCRETE FLATWORK PER DETAIL 4/C050
13. INSTALL SIDEWALK BARRICADE WITH KICK PLATE PER ISPWC SD-1132. BARRICADES SHALL HAVE THICKENED EDGE ALUMINUM WITH 6-INCH WIDE REFLECTIVE RED/WHITE DIAGONAL DECALS. NO PAINT.
14. CONCRETE SIDEWALK PER ACHD SUPP SD-709
15. ADA ACCESSIBLE PARKING STALLS PER DETAIL 7/C050
16. PAINTED PAVEMENT MARKINGS (TYP)
17. ACHD VALLEY GUTTER PER ACHD SUP SD-708
18. CONCRETE CHANNEL GUTTER PER DETAIL 9/C050
19. SAWCUT EXISTING PAVEMENT TO PROVIDE A NEAT VERTICAL JOINT. REFER TO ISPWC SD-301 AND ACHD SUP SD-303 AND SD-806 FOR ALL ASPHALT REPAIRS. ALL REMOVED ASPHALT SHALL BE DISPOSED OF OFF-SITE. ALL PAVEMENT MATCHES CONSTRUCT ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN ACHD RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR TO USE THE FOLLOWING:
   - MINOR ARTERIAL ROADWAYS (EISENMAN RD) SHALL BE SP-3, 0.5 INCH (1/2") MIX, PG 64-28. FIVE INCHES (5") THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 25" OF 6" MINUS PIT RUN.
   - COLLECTOR, LOCAL COMMERCIAL, AND LOCAL INDUSTRIAL ROADWAYS (E. WINCO COURT) SHALL BE SP-3, 0.50 INCH (1/2") MIX, PG-64-28 THREE INCHES (3") THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 20" OF 6" MINUS PIT RUN.
   - USE WHICHEVER PAVEMENT SECTION IS GREATER. ASPHALT PAVEMENT REPAIR SHALL CONFORM TO ACHD POLICY AND ISPWC STANDARDS FOR STREET REPAIRS PER SD-303.

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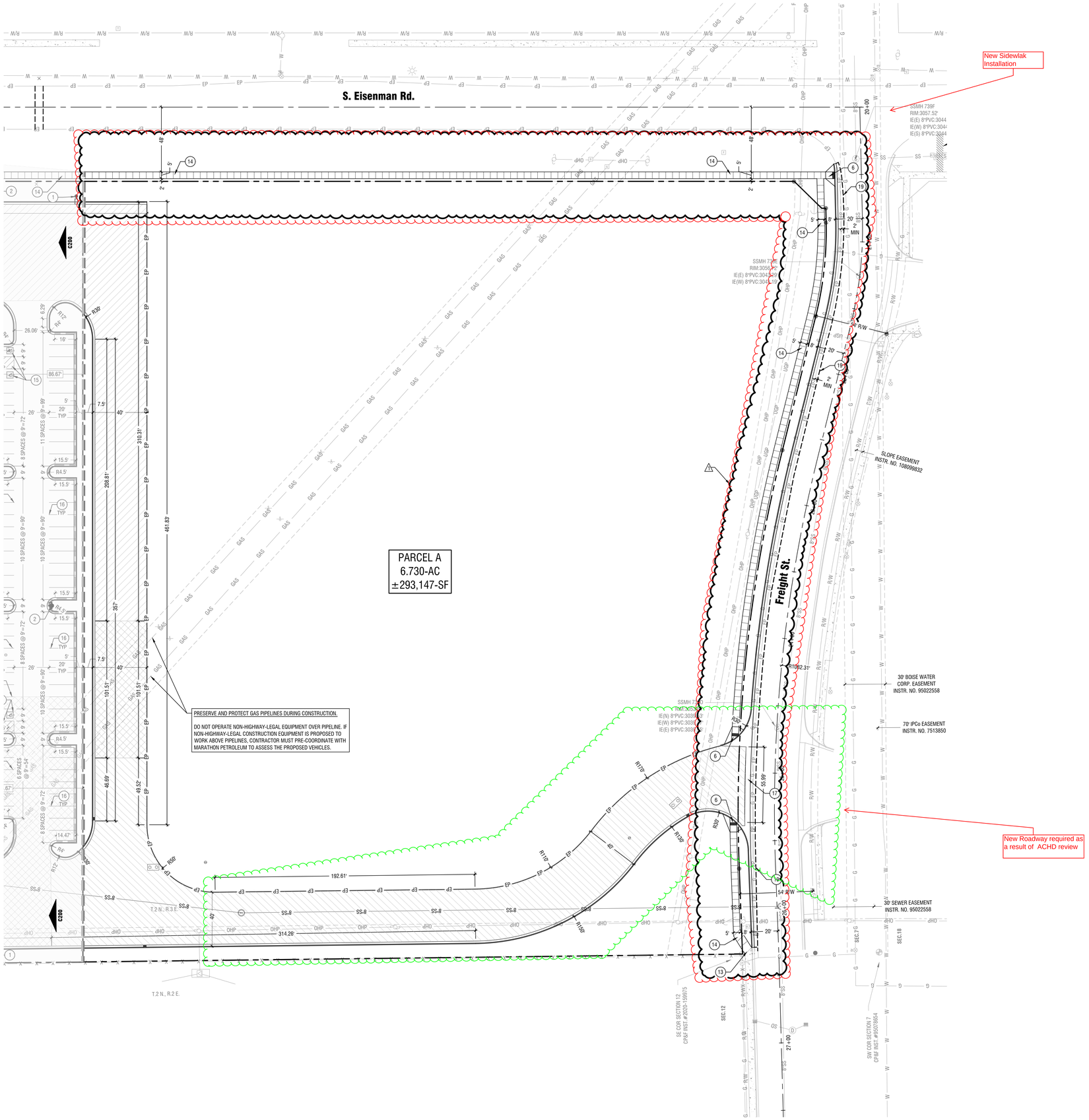
CONSTRUCTION PLANS
SITE PLAN

C200 REV **1**



Site Plan

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3. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5.00%. CROSS SLOPES OF ALL SIDEWALKS SHALL NOT EXCEED 2.00%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 1:12 SLOPE IN ANY DIRECTION. THERE ARE NO TOLERANCES ALLOWED ABOVE THE MAXIMUM SLOPES.
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Keynotes:

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2. PROPOSED FIRE HYDRANT.
3. PROPOSED BIKE RACK (2-BIKE CAPACITY), EA. PER DETAIL 10/C050
4. FULLY-SCREENED TRASH ENCLOSURE SEE ARCHITECTURAL PLANS.
5. NOT USED.
6. PEDESTRIAN RAMP TYPE A PER ACHD SUP SD-712
7. PEDESTRIAN RAMP PER DETAIL 6/C050
8. PEDESTRIAN RAMP PER DETAILS 6 & 7 / C550
9. RETAINING WALL SEE ARCHITECTURAL PLANS FOR DETAILS
10. METAL STAIRS SEE ARCHITECTURAL PLANS FOR DETAILS
11. CONCRETE STAIRS SEE ARCHITECTURAL PLANS FOR DETAILS
12. STANDARD CONCRETE FLATWORK SEE 4/C050
13. CONNECT TO EXISTING SIDEWALK.
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NOT FOR CONSTRUCTION

REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

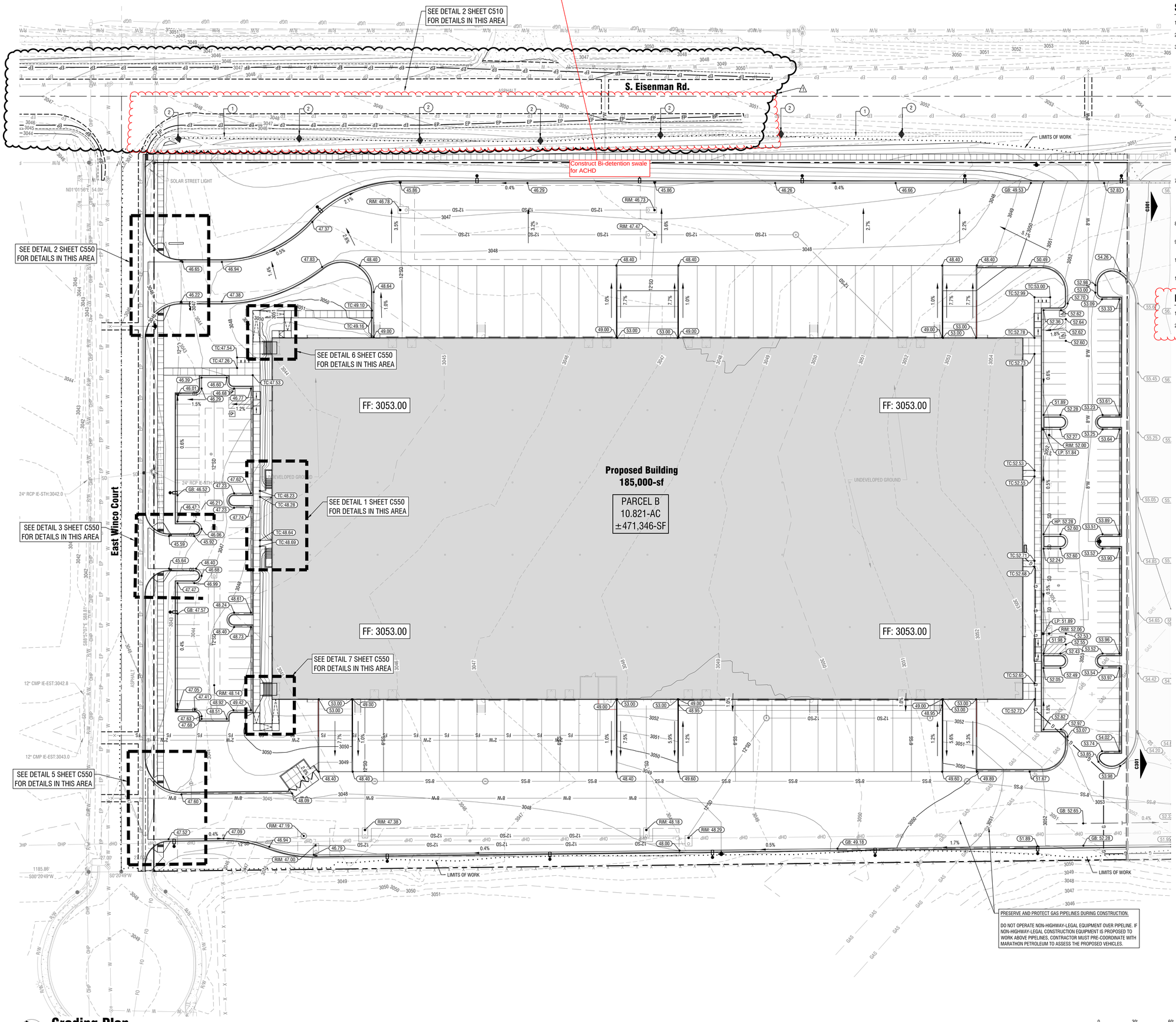
THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.:	121016.00
GSBS PROJECT NO.:	2021.020.00
ISSUED DATE:	03.25.2022

CONSTRUCTION PLANS
SITE PLAN

C201 REV **1**



Grading Plan

Horizontal Scale: 1" = 30'

Sheet Notes:

1. CONTRACTOR SHALL COMPLY WITH GENERAL NOTES, PLAN SHEET C001.
2. EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
3. INDICATE TOP OF FINISHED SURFACE UNLESS NOTED OTHERWISE AS FOLLOWS:

3.A.	FG	= FINISH GRADE
3.B.	FF	= FINISH FLOOR
3.C.	TC	= TOP OF CONCRETE
3.D.	MX	= MATCH EXISTING
3.E.	RIM	= RIM OF STRUCTURE
3.F.	TBC	= TOP BACK OF CURB
3.G.	GB	= GRADE BRAKE

4. SLOPES SHALL NOT EXCEED 2% IN ANY DIRECTION ADJACENT TO THE BUILDING.
5. REFER TO SHEET C400 & C401 FOR DRAINAGE AND UTILITY PLANS.
6. ASPHALT REPAIR ASSOCIATED WITH PROPOSED WET AND DRY UTILITY TRENCHING AND INSTALLATION WITHIN EXISTING ASPHALT AREAS SHALL MATCH EXISTING GRADES, SLOPES AND MAINTAIN EXISTING DRAINAGE PATTERNS.
7. LONGITUDINAL CROSS SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. HORIZONTAL CROSS SLOPE SHALL NOT EXCEED 2% THERE ARE NO TOLERANCES ALLOWED. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION PAVEMENT SLOPES WITHIN DESIGNATED HANDICAP PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION.
8. TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
9. COORDINATE INSTALLATION OF ELECTRICAL AND IRRIGATION CONDUIT AND SLEEVES WITH RESPECTIVE CONTRACTORS.
10. ALL EXTERIOR SIDEWALKS (PUBLIC) SHALL HAVE A 1-FOOT FLAT LANDING AREA ON THE FRONT SIDE AND BEHIND SIDEWALK.
11. SOME SPOT ELEVATIONS ARE ABBREVIATED ADD 3000 TO ELEVATIONS SHOWN TO GET ACTUAL ELEVATIONS

Keynotes:

1. CONSTRUCT BIORETENTION SWALE PER ACHD BMP-30
2. CONSTRUCT CHECK DAM PER ACHD BMP-30

NOT FOR CONSTRUCTION

REVISIONS:

1	04.20.2022	ADDENDUM #02

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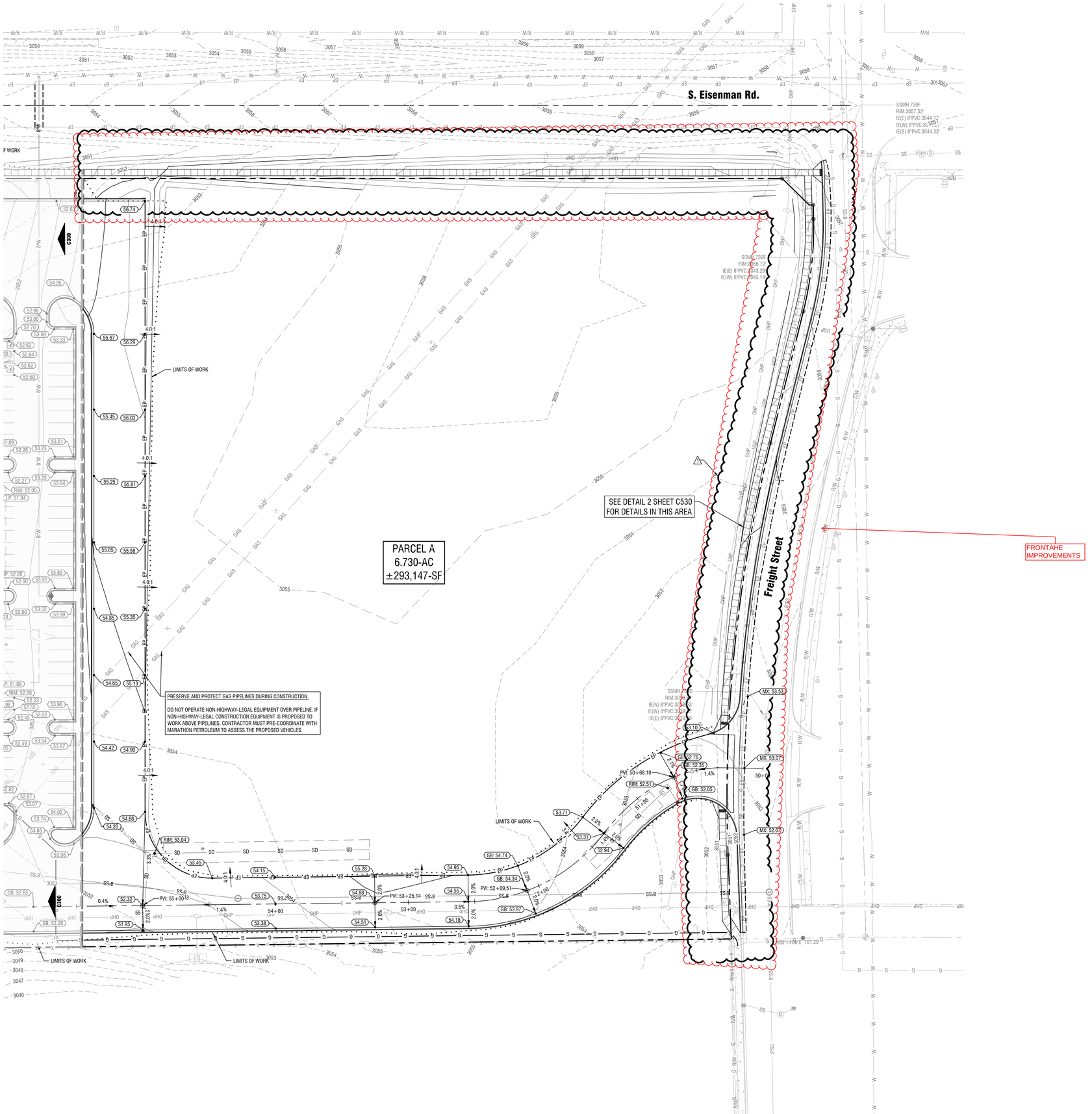
CONSTRUCTION PLANS
GRADING PLAN

C300 | REV 1



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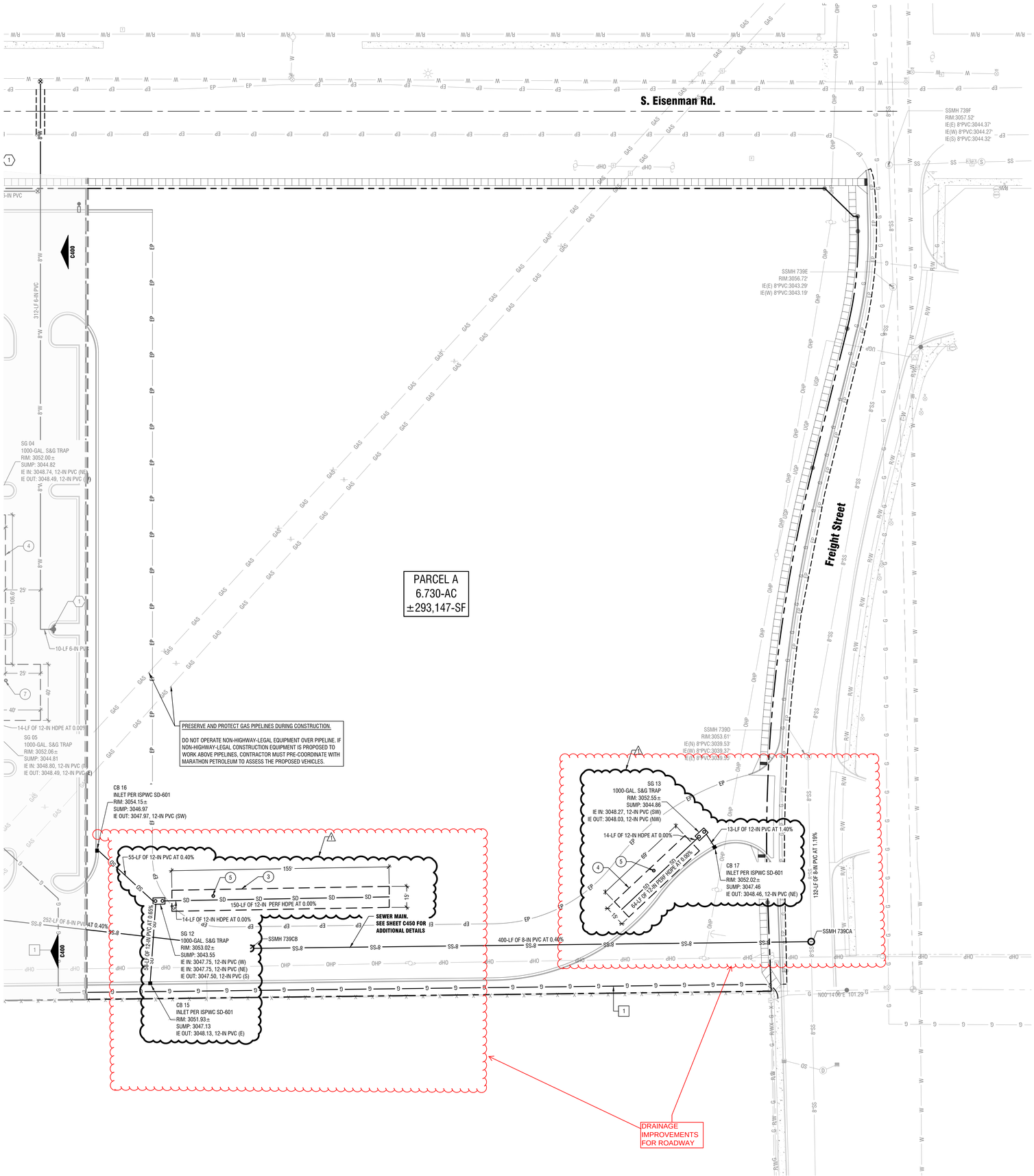
CONSTRUCTION PLANS
GRADING PLAN

C301 REV **1**



Utility & Drainage Plan

Horizontal Scale: 1" = 30'

0 30' 60'

Sheet Notes:

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2. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACTUAL LOCATION OF THE UNDERGROUND UTILITIES.

Water Keynotes:

COORDINATE WITH SUEZ WATER PLAN, SHEET C420, FOR ADDITIONAL DETAILS.

1. FIRE HYDRANT. COORDINATE WITH SUEZ WATER.
2. FIRE SERVICE. COORDINATE INSTALLATION WITH SUEZ WATER AND BUILDING FIRE SPRINKLER DESIGN. CAP AND MARK STUB FOR CONTINUATION INTO BUILDING.
3. COORDINATE WITH PLUMBING FOR CONTINUATION.
4. 2-IN WATER SERVICE. COORDINATE WITH SUEZ WATER.

Storm Drain Keynotes:

1. COORDINATE WITH BUILDING MECHANICAL PLAN FOR CONNECTION TO ROOF DRAINS. SEE DETAIL 1 SHEET C410 INSTALL CLEAN-OUT ONLY WHERE SHOWN ON PLAN
2. THE HORIZONTAL SEPARATION OF THE WATER AND SEWER SERVICE SHALL BE A MINIMUM OF 10-FEET. WHERE IT IS NECESSARY FOR THE SEWER AND WATER TO CROSS EACH OTHER AND THE SEWER LINE IS LESS THAN 18-INCHES BELOW OR ABOVE THE WATER MAIN, THE SEWER LINE CROSSING SHALL BE P.V.C. PRESSURE PIPE CONFORMING TO AWWA C-900 OR ASTM D2241 FOR A DISTANCE OF 10-FEET ON BOTH SIDES OF WATER LINE. ONE FULL LENGTH OF BOTH WATER MAIN AND SEWER LINE SHALL BE CENTERED OVER THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE.
3. CONSTRUCT PRIVATE SEEPAGE BED 5 SEE SHEET C410 FOR DETAILS
4. CONSTRUCT PRIVATE SEEPAGE BED 6 SEE SHEET C410 FOR DETAILS
5. INSTALL MONITORING WELL PER DETAIL ON SHEET C410

Dry Utility Keynotes:

1. COORDINATE WITH INTERMOUNTAIN GAS FOR BUILDING GAS SERVICE.

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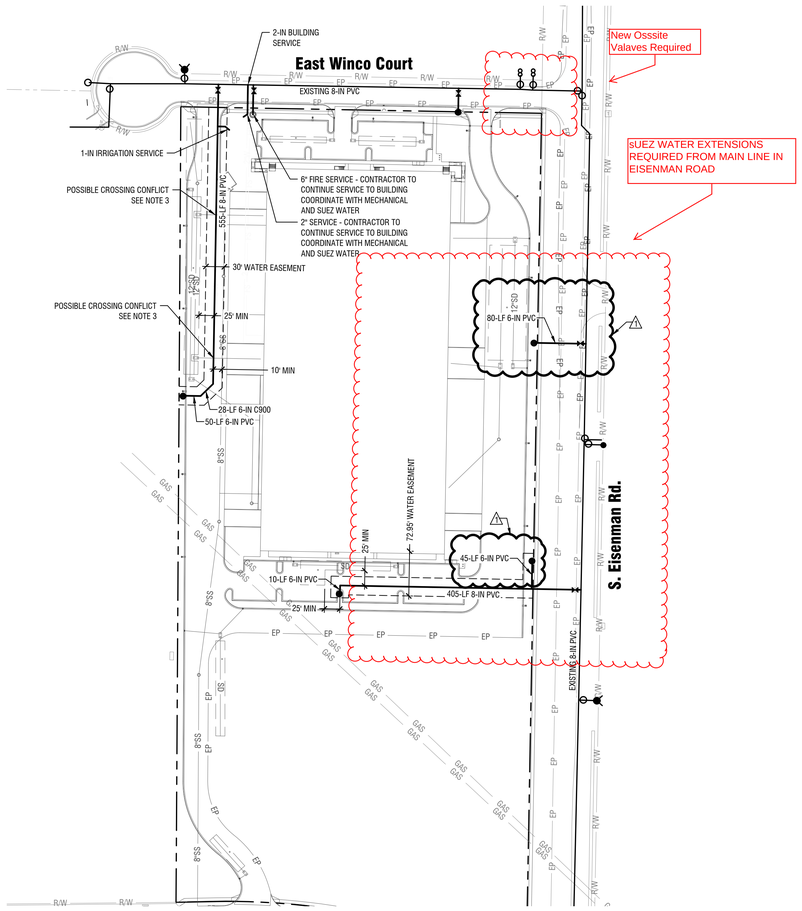
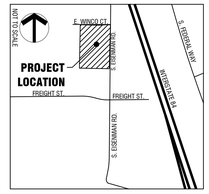
CONSTRUCTION PLANS
UTILITY & DRAINAGE PLAN

C401 REV **1**



Vicinity Map:

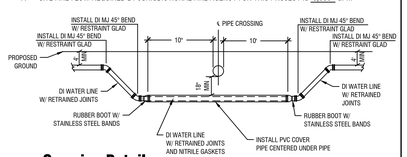


Legend:

- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED BLOW-OFF
- PROPOSED GATE VALVE
- PROPOSED 2" SINGLE SERVICE
- PROPOSED COMMON SERVICE
- EXISTING FIRE HYDRANT W/VALVE
- EXISTING GATE VALVE
- PROPOSED 6" FIRE SERVICE CONNECTION
- EXISTING SERVICE
- EXISTING WATER LINE
- EXISTING BLOW-OFF
- PROPOSED SEWER LINE W/ MH
- EXISTING SEWER LINE W/ MH
- PROPOSED STORM DRAIN LINE
- PROPOSED GRAVITY IRRIGATION

Notes:

1. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST VERSION OF ISPWC AND SUEZ SUPPLEMENTAL SPECIFICATIONS TO ISPWC AND STANDARD DRAWINGS.
2. THE SEAL BELOW RELATES TO THE WATER SYSTEM DESIGN ONLY. ALL OTHER UTILITIES, RIGHTS OF WAY AND RELATED SURVEY DATA ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
3. THE HORIZONTAL SEPARATION OF THE WATER AND NON-POTABLE MAINS SHALL BE A MINIMUM OF 10 FEET. WHERE IT IS NECESSARY FOR THE WATER AND NON-POTABLE MAINS TO CROSS EACH OTHER AND THE NON-POTABLE MAIN IS LESS THAN 18 INCHES BELOW OR ABOVE THE WATER MAIN, THE NON-POTABLE MAIN SHALL BE CONSTRUCTED WITH 150 PSI CLASS WATER PIPE FOR A DISTANCE OF 10 FEET ON BOTH SIDES OF THE WATER MAIN. ONE FULL LENGTH OF BOTH WATER MAIN AND NON-POTABLE LINE SHALL BE CENTERED AT THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE. A SEPARATION DISTANCE OF 25 FEET SHALL BE MAINTAINED FROM THE WATER MAIN TO ANY SUBSURFACE DISPOSAL SYSTEM. IF THE NON-POTABLE LINE CROSSES ABOVE THE WATER LINE, AT LESS THAN 18", THEN THE NON-POTABLE LINE MUST BE SUPPORTED ACCORDING TO IDAPA 58.01.08.542.07 h(v). ONE FULL LENGTH OF BOTH WATER LINE AND NON-POTABLE WATER LINE SHALL BE CENTERED OVER THE CROSSING POINT SO THAT ALL JOINTS WILL BE AS FAR FROM THE CROSSING AS POSSIBLE. IN LIEU OF CONSTRUCTION OR RECONSTRUCTING THE NON-POTABLE WATER LINE EITHER THE NON-POTABLE LINE OR WATER LINE MAY BE ENCASED WITH A SLEEVING MATERIAL ACCEPTABLE TO DEQ FOR A DISTANCE OF TEN (10) HORIZONTAL FEET ON BOTH SIDES OF THE CROSSING
4. CENTER OF METER BOX TO BE LOCATED 32 INCHES BEHIND SIDEWALK
5. PRESSURE AT SITE IS ABOVE 100-PSI AND WILL REQUIRE AN INDIVIDUAL PRESSURE REDUCING VALVE (PRV) BEFORE THE METER THAT IS OWNED AND OPERATED BY SUEZ.
6. PLATTED UTILITY EASEMENT ALONG RIGHT-OF-WAY IS VARIES FEET WIDE
7. SITE FIRE FLOW REQUIRED BY JURISDICTIONAL FIRE AGENCY FOR THIS PROJECT IS 3,000 GPM



Crossing Detail

NTS

SUEZ INSPECTION		
Inspector:	Date of As-built:	PIPE AND SERVICE COUNT:
Contractor:		
Foreman:		
SUEZ GIS INFORMATION		
Flushing Zone:	CW WO No.:	

N

0 100 200

DEVELOPER INFORMATION

BOYER

THE BOYER COMPANY
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111
PHONE: 801-366-8003
CONTACT: DAVID WARD

PRESSURIZED IRRIGATION BY:
NONE

ENGINEER INFORMATION

THE LAND GROUP

462 East Shore Drive, Suite 100
Eagle, Idaho 83616

CONTACT: JASON DENSMER, P.E.

SUEZ
SUEZ
8248 W. VICTORY ROAD
BOISE, IDAHO 83709

BOISE GATEWAY IP – BUILDING 3
WATER PLAN

Drawn By: TLG	Map No.: 0618-2	Ref. No.: 20057
Scale: 1"=100'		Sewer Dist.: BOISE CITY
Date: 04-18-2022	Town,Range,Sec.: T.2.N, R.2.E, SEC 13	Fire Dist.:
CEA:		SHEET: 1 OF 1

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REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

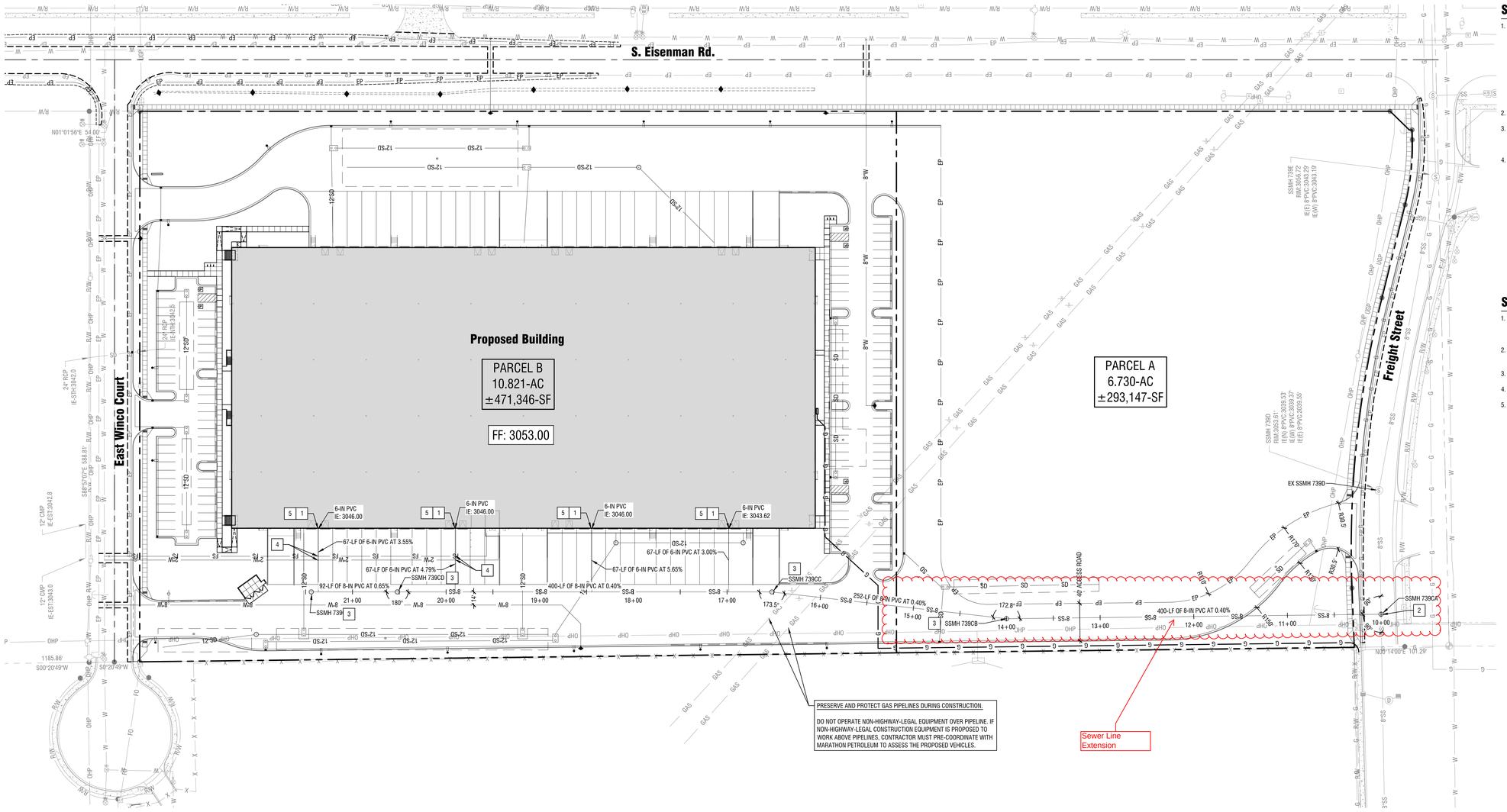
THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.: 121016.00
GSBS PROJECT NO.: 2021.020.00
ISSUED DATE: 03.25.2022

CONSTRUCTION PLANS
SUEZ WATER PLAN

C420 REV **1**



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. COMPLY WITH ALL NOTES ON SHEET C100
3. 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.
4. SERVICES EXTENDING MORE THAN 10-FT INTO PRIVATE PROPERTY REQUIRE INSPECTION FROM THE CITY PLUMBING DEPARTMENT.

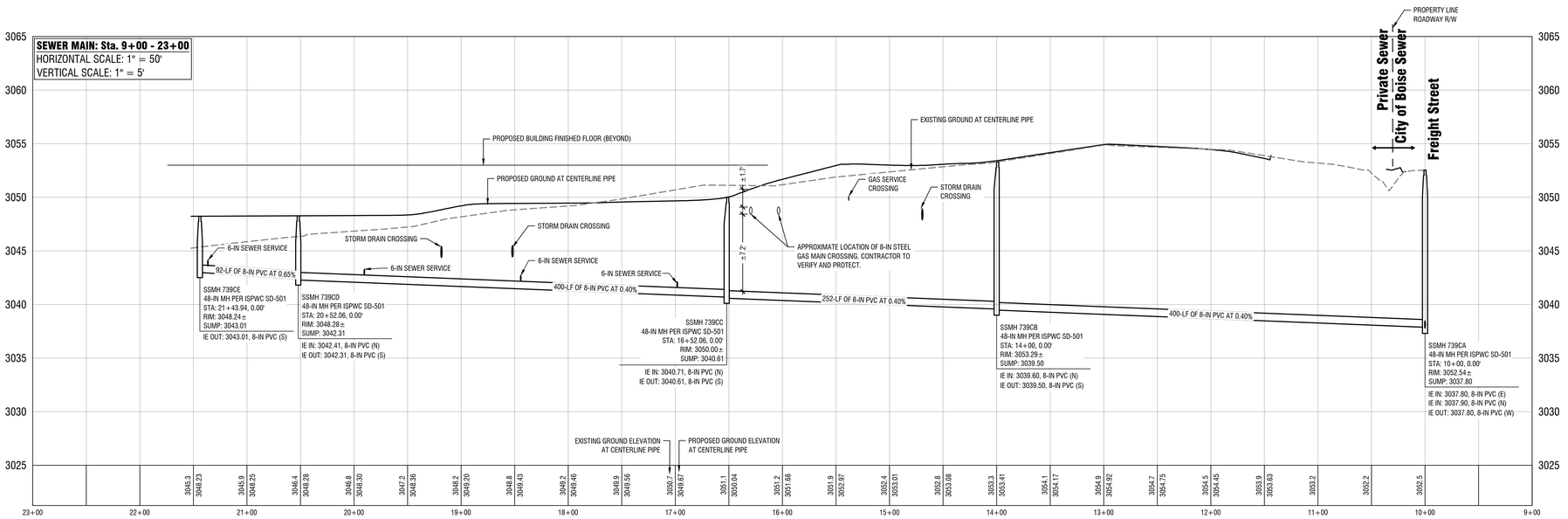
Sewer Notes:

1. CONSTRUCT SANITARY SEWER SERVICE AS NOTED PER BOISE CITY PUBLIC WORKS STANDARD DRAWING SD-511. CAP AND MARK END OF STUB PER ISPWC SD-512
2. LOCATE AND CONNECT TO EXISTING 8-IN SEWER MAIN. INSTALL 48-IN MANHOLE TYPE A PER CITY OF BOISE SD-501
3. INSTALL 48-IN MANHOLE TYPE A PER CITY OF BOISE SD-501
4. POTABLE / NON-POTABLE SERVICE CROSSING - SEE SEWER NOTE NO. 8/C100
5. COORDINATE WITH BUILDING MECHANICAL PLAN FOR CONTINUATION

Sewer Plan & Profile

Horizontal Scale: 1" = 50'

0 50' 100'



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REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

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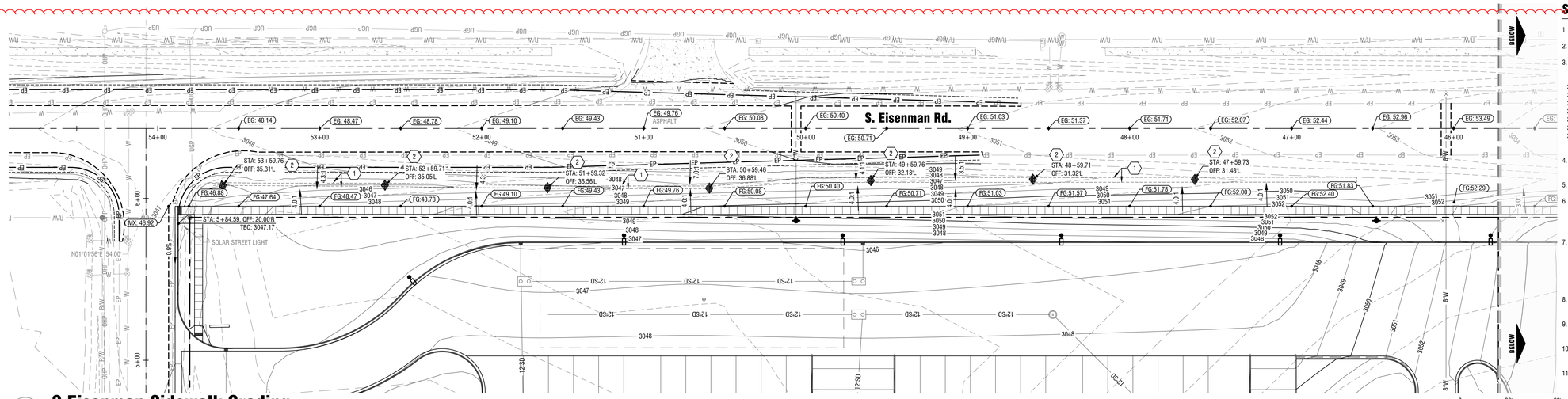
ISSUED DATE:	03.25.2022

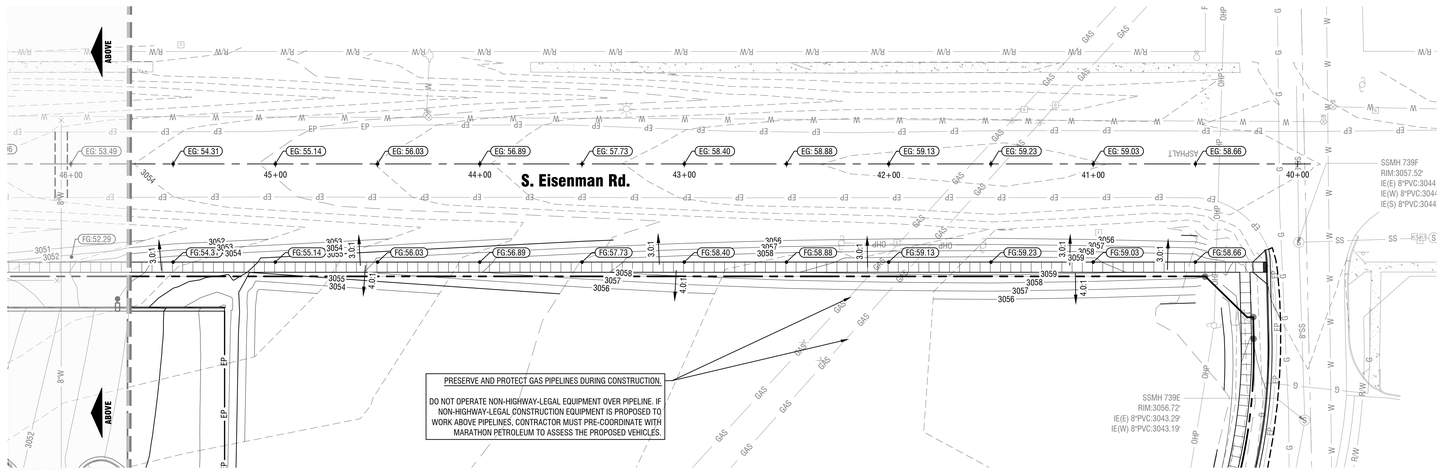
CONSTRUCTION PLANS
SEWER PLAN & PROFILE

C450 | REV 1



S Eisenman Sidewalk Grading

Horizontal Scale: 1" = 30'



S. Eisenman Sidewalk Grading

Horizontal Scale: 1" = 30'

Grading for sidewalk extended to Freight Street

Sheet Notes:

1. CONTRACTOR SHALL COMPLY WITH GENERAL NOTES, PLAN SHEET C100.
2. EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
3. INDICATE TOP OF FINISHED SURFACE UNLESS NOTED OTHERWISE AS FOLLOWS:
   - 3.A. FG = FINISH GRADE
   - 3.B. FF = FINISH FLOOR
   - 3.C. FL = FLOW LINE
   - 3.D. MX = MATCH EXISTING
   - 3.E. RIM = RIM OF STRUCTURE
   - 3.F. TBC = TOP BACK OF CURB
   - 3.G. GB = GRADE BRAKE
4. SLOPES SHALL NOT EXCEED 2% IN ANY DIRECTION ADJACENT TO THE BUILDING.
5. REFER TO SHEET C400 FOR DETAILED DRAINAGE AND UTILITY PLANS.
6. ASPHALT REPAIR ASSOCIATED WITH PROPOSED WET AND DRY UTILITY TRENCHING AND INSTALLATION WITHIN EXISTING ASPHALT AREAS SHALL MATCH EXISTING GRADES, SLOPES AND MAINTAIN EXISTING DRAINAGE PATTERNS.
7. LONGITUDINAL CROSS SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. HORIZONTAL CROSS SLOPE SHALL NOT EXCEED 2% THERE ARE NO TOLERANCES ALLOWED. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION PAVEMENT SLOPES WITHIN DESIGNATED HANDICAP PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION.
8. TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
9. COORDINATE INSTALLATION OF ELECTRICAL AND IRRIGATION CONDUIT AND SLEEVES WITH RESPECTIVE CONTRACTORS.
10. ALL EXTERIOR SIDEWALKS (PUBLIC) SHALL HAVE A 1-FOOT FLAT LANDING AREA ON THE FRONT SIDE AND BEHIND SIDEWALK.
11. ADD 3000 TO ELEVATIONS SHOWN TO GET ACTUAL ELEVATIONS

Drainage Notes:

1. CONSTRUCT BIORETENTION SWALE PER ACHD BMP-30
2. CONSTRUCT CHECK DAM PER ACHD BMP-30
3. REMOVE EXISTING DRAINAGE STRUCTURE AND PIPE FROM NEW INLET TO STRUCTURE

ENTIRE SHEET

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REVISIONS:

#	DATE	DESCRIPTION
1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

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GSBS PROJECT NO.:	2021.020.00
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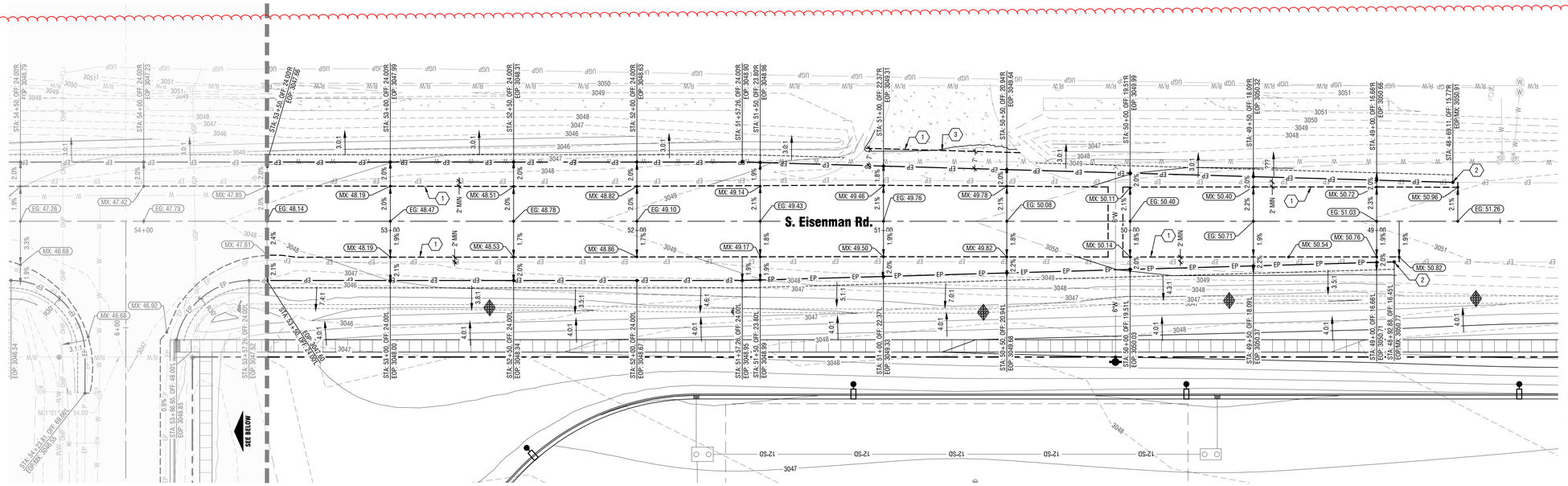
CONSTRUCTION PLANS
S EISENMAN SIDEWALK GRADING

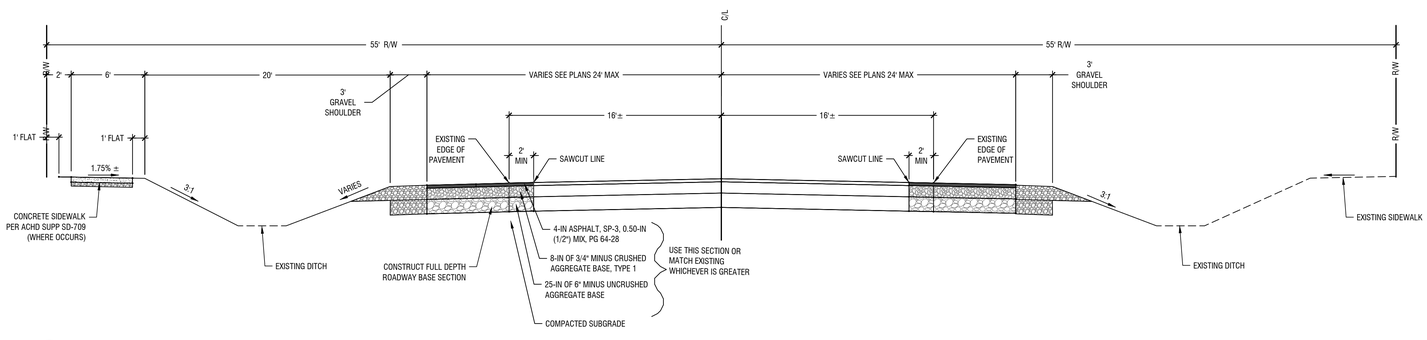
C500 | REV 1



S Eisenman Widening

Horizontal Scale: 1" = 20'

0 20' 40'



1 Typical Street Section - S. Eisenman Road

Scale: NTS

Sheet Notes:

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9. COORDINATE INSTALLATION OF ELECTRICAL AND IRRIGATION CONDUIT AND SLEEVES WITH RESPECTIVE CONTRACTORS.
10. ALL EXTERIOR SIDEWALKS (PUBLIC) SHALL HAVE A 1-FOOT FLAT LANDING AREA ON THE FRONT SIDE AND BEHIND SIDEWALK.
11. ADD 3080 TO ELEVATIONS SHOWN TO GET ACTUAL ELEVATIONS

Keynotes:

1. SAWCUT EXISTING PAVEMENT TO PROVIDE A NEAT VERTICAL JOINT. REFER TO ISPWC SD-301 AND ACHD SUP SD-303 AND SD-806 FOR ALL ASPHALT REPAIRS. ALL REMOVED ASPHALT SHALL BE DISPOSED OF OFF-SITE. ALL PAVEMENT MATCHES CONSTRUCT ALL PAVEMENT MATCHES (INCLUDING DRIVEWAY APPROACHES AND UTILITY CUT STREET REPAIRS) WITHIN ACHD RIGHT-OF-WAY TO MATCH THE EXISTING STREET PAVEMENT SECTION OR TO USE THE FOLLOWING:
   - MINOR ARTERIAL ROADWAYS (EISENMAN RD) SHALL BE SP-3, 0.5 INCH (1/2") MIX, PG 64-28. FIVE INCHES (5") THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 25" OF 6" MINUS PIT RUN.
   - COLLECTOR, LOCAL COMMERCIAL, AND LOCAL INDUSTRIAL ROADWAYS (E. WINCO COURT) SHALL BE SP-3, 0.50 INCH (1/2") MIX, PG 64-28 THREE INCHES (3") THICK, AS A MINIMUM WITH 4" OF 3/4" BASE AND 20" OF 6" MINUS PIT RUN.
   - USE WHICHEVER PAVEMENT SECTION IS GREATER. ASPHALT PAVEMENT REPAIR SHALL CONFORM TO ACHD POLICY AND ISPWC STANDARDS FOR STREET REPAIRS PER SD-303.
2. MATCH EXISTING PAVEMENT
3. MATCH EXISTING CONCRETE PAVEMENT SECTION

ENTIRE SHEET

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REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.:	121016.00
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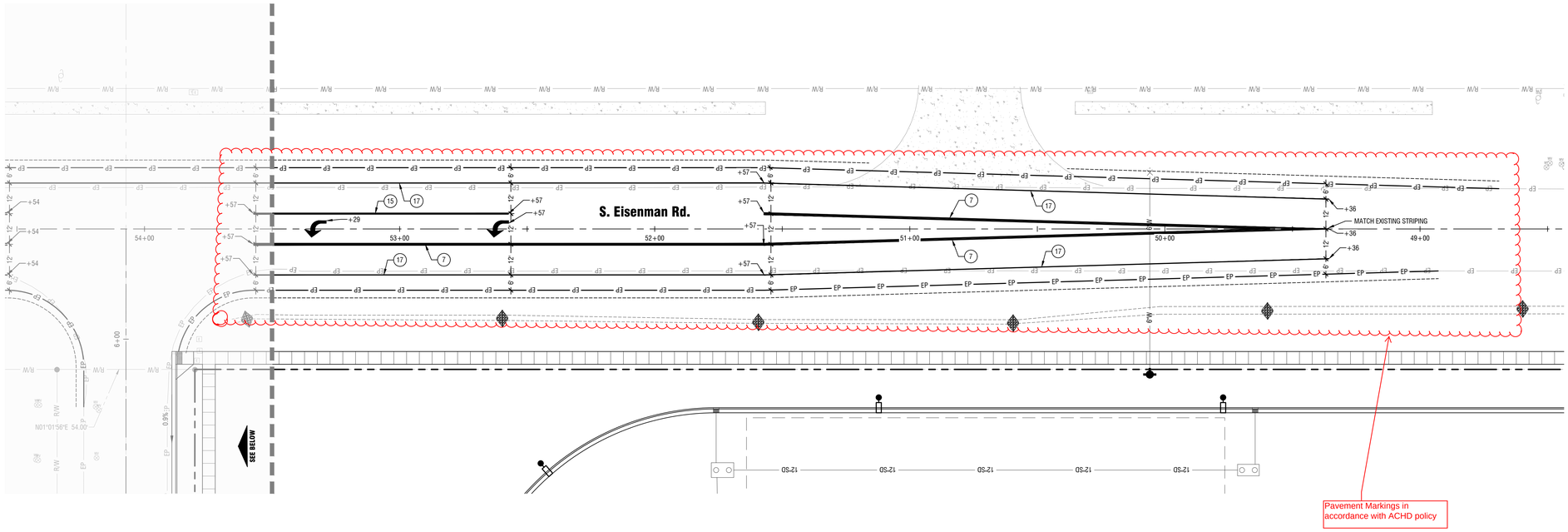
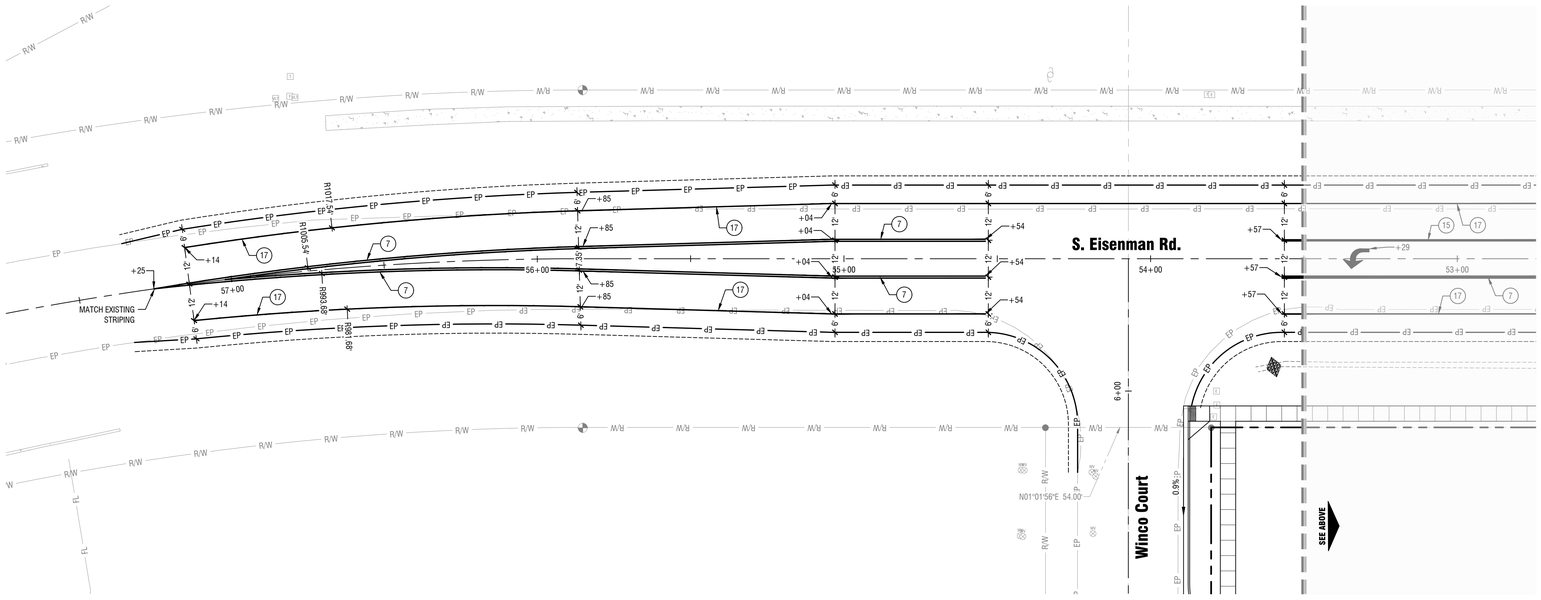
ISSUED DATE:	03.25.2022

CONSTRUCTION PLANS
S EISENMAN WIDENING

C510 | REV 1





Sheet Notes:

1. FOR ASPHALT PAVEMENT AREAS, ALL SYMBOLS, WORD MARKINGS, CROSSWALKS, AND STOP BARS SHALL BE THERMOPLASTIC. ALL REMAINING PAVEMENT MARKINGS SHALL BE PAINT.
2. CONTRACTOR SHALL COMPLETELY OBLITERATE ALL CONFLICTING PAVEMENT MARKINGS.
3. SIGN FACES, POSTS AND HARDWARE FOR INSTALLING POST-MOUNTED SIGNS WILL BE FURNISHED BY CONTRACTOR.
4. PAVEMENT MARKING DIMENSIONS SHOWN ARE FROM LIP OF GUTTER OR EDGE OF PAVEMENT.
5. THE LOCATIONS OF POST MOUNTED SIGNS SHALL BE FIELD VERIFIED BY ACHD OR ITD PRIOR TO INSTALLATION. CONTRACTOR SHALL PROVIDE AGENCIES WITH TWO WORKING DAYS NOTICE PRIOR TO FIELD VERIFICATION.
6. REFER TO ACHD STANDARD TRAFFIC DETAILS (TS SERIES) FOR ADDITIONAL SIGNING AND PAVEMENT MARKINGS DETAILS.

Pavement Marking Legend:

REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS

3	4" WHITE SKIP PER ITD STANDARDS	
7	4" DOUBLE YELLOW	
9	4" YELLOW TWO WAY LEFT TURN LANE (7' LINE -18' GAP) (FOR SPEED ZONES 40 MPH OR LESS)	
12	8" WHITE (2' LINE - 6' GAP) (BIKE LANE AT INTERSECTION)	
14	8" WHITE (3' LINE -9' GAP) PER ITD STANDARDS	
15	8" SOLID WHITE	
16	4" SOLID YELLOW	
17	4" SOLID WHITE	
18	24" MODIFIED CONTINENTAL	
19	24" STOP BAR	
	TURN ARROW	

ENTIRE SHEET

S Eisenman Striping

Horizontal Scale: 1" = 20'

0 20' 40'

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REVISIONS:

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BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

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THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

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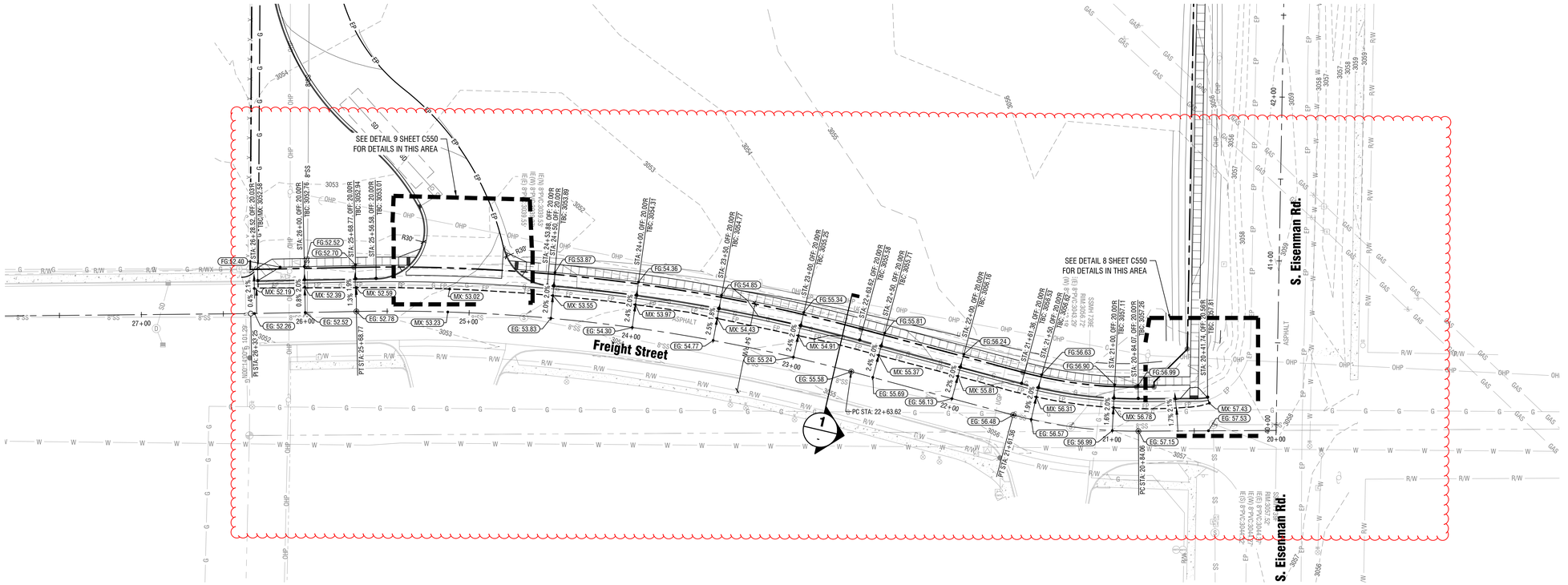
CONSTRUCTION PLANS
S EISENMAN STRIPING

C511 | REV 1



Sheet Notes:

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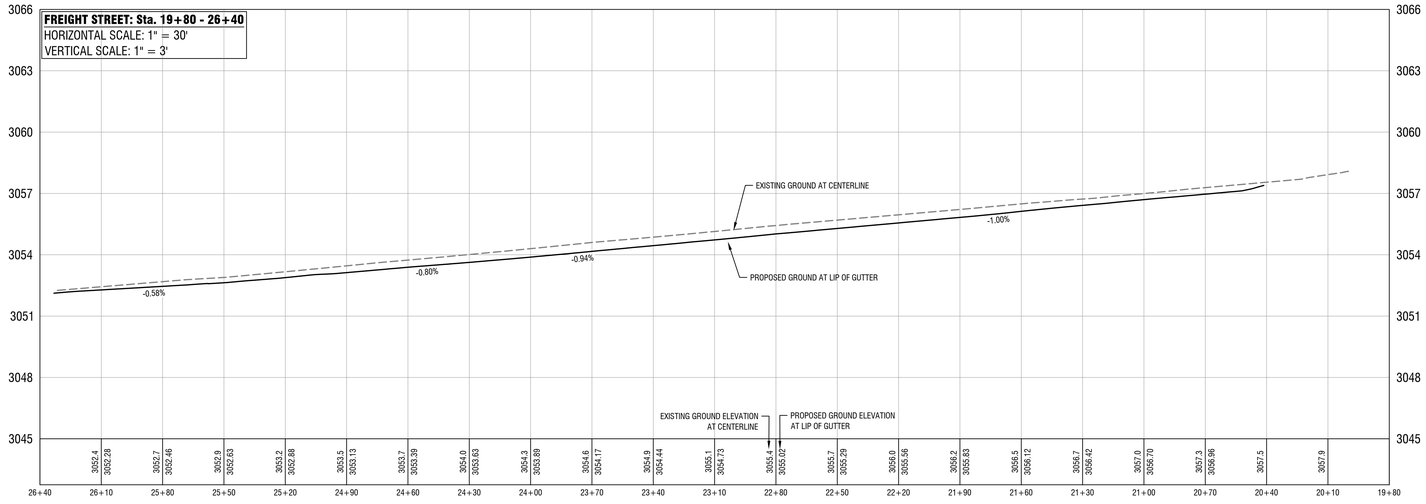
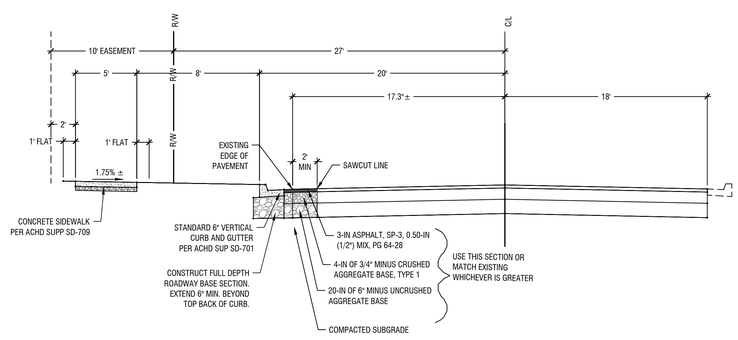
11. ADD 3000 TO ELEVATIONS SHOWN TO GET ACTUAL ELEVATIONS

Freight Street P & P

Horizontal Scale: 1" = 30'

0 30' 60'





1 Typical Street Section - Freight Street

Scale: NTS

ENTIRE SHEET

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BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD, BOISE, ID 83716

THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

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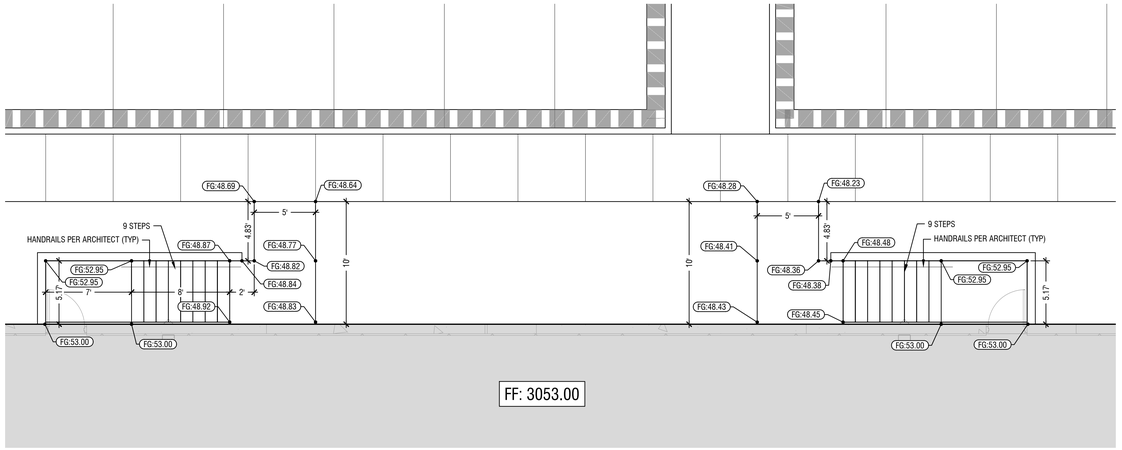
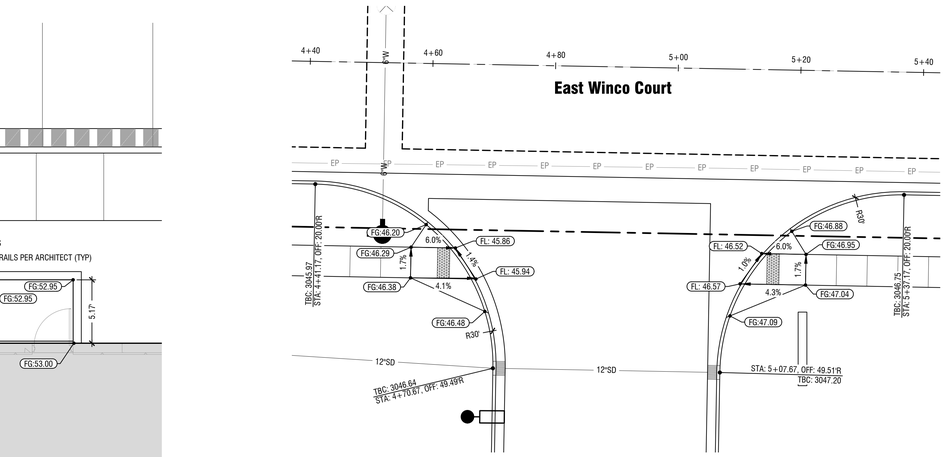
CONSTRUCTION PLANS
FREIGHT STREET P & P



1 Stairs at North Facade

Scale: 1"=5'

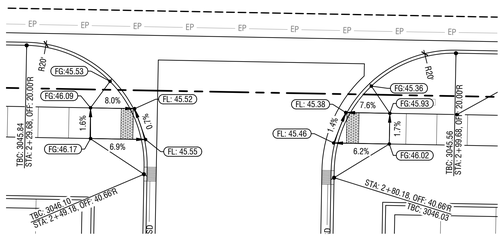


2 East Winco Court Access 1 Detail

Scale: 1"=10'

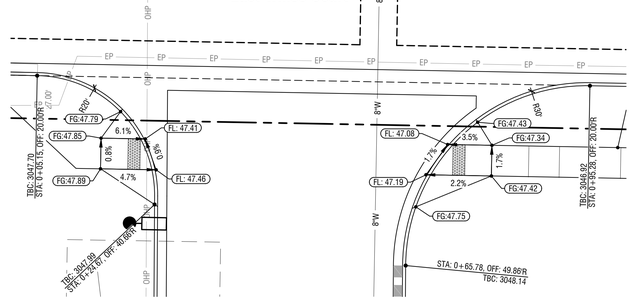
3 Not Used

Scale: 1"=10'



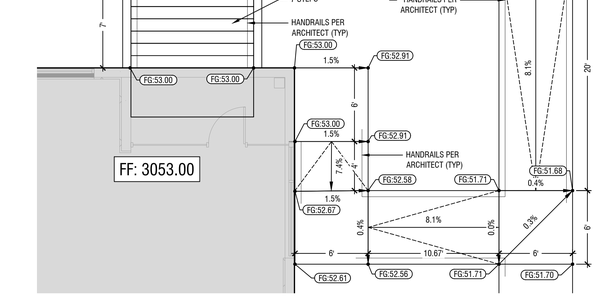
4 East Winco Court Access 3 Detail

Scale: 1"=10'



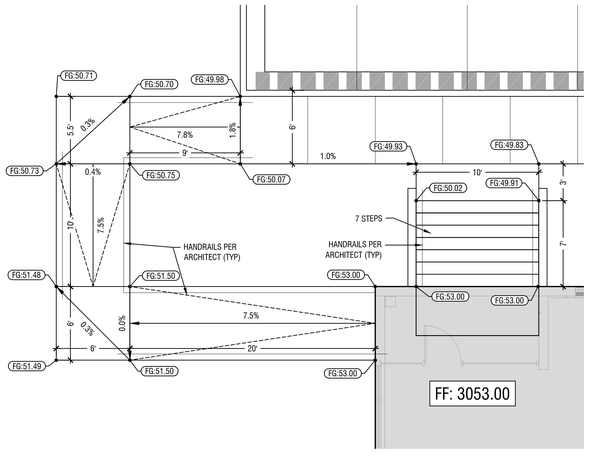
5 East Winco Court Access 4 Detail

Scale: 1"=10'



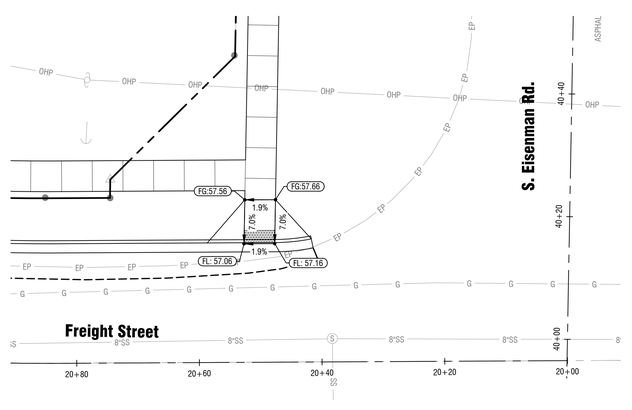
6 ADA Ramp Details Northeast Corner at Building

Scale: 1"=5'



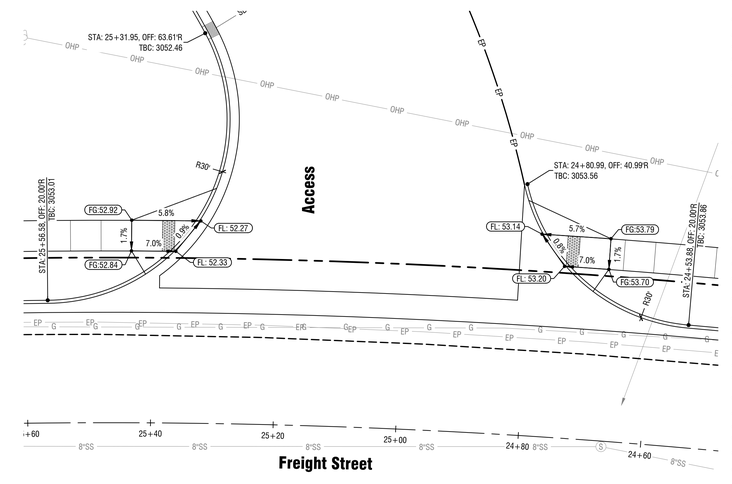
7 ADA Ramp Details Northwest Corner at Building

Scale: 1"=5'



8 Freight Street & Eisenman Road ADA Ramp

Scale: 1"=10'



9 Freight Street Access Detail

Scale: 1"=10'

Sheet Notes:

1. CONTRACTOR SHALL COMPLY WITH GENERAL NOTES, PLAN SHEET C100.
2. EXISTING AND PROPOSED CONTOURS ARE AT A 1-FT INTERVAL.
3. INDICATE TOP OF FINISHED SURFACE UNLESS NOTED OTHERWISE AS FOLLOWS:
   - 3.A. FG = FINISH GRADE
   - 3.B. FF = FINISH FLOOR
   - 3.C. FL = FLOW LINE
   - 3.D. MX = MATCH EXISTING
   - 3.E. RIM = RIM OF STRUCTURE
   - 3.F. TBC = TOP BACK OF CURB
   - 3.G. GB = GRADE BRAKE
4. SLOPES SHALL NOT EXCEED 2% IN ANY DIRECTION ADJACENT TO THE BUILDING.
5. REFER TO SHEET C400 FOR DETAILED DRAINAGE AND UTILITY PLANS.
6. ASPHALT REPAIR ASSOCIATED WITH PROPOSED WET AND DRY UTILITY TRENCHING AND INSTALLATION WITHIN EXISTING ASPHALT AREAS SHALL MATCH EXISTING GRADES, SLOPES AND MAINTAIN EXISTING DRAINAGE PATTERNS.
7. LONGITUDINAL CROSS SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. HORIZONTAL CROSS SLOPE SHALL NOT EXCEED 2% THERE ARE NO TOLERANCES ALLOWED. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION PAVEMENT SLOPES WITHIN DESIGNATED HANDICAP PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION.
8. TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
9. COORDINATE INSTALLATION OF ELECTRICAL AND IRRIGATION CONDUIT AND SLEEVES WITH RESPECTIVE CONTRACTORS.
10. ALL EXTERIOR SIDEWALKS (PUBLIC) SHALL HAVE A 1-FOOT FLAT LANDING AREA ON THE FRONT SIDE AND BEHIND SIDEWALK.
11. ADD 3000 TO ELEVATIONS SHOWN TO GET ACTUAL ELEVATIONS

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NOT FOR CONSTRUCTION

REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

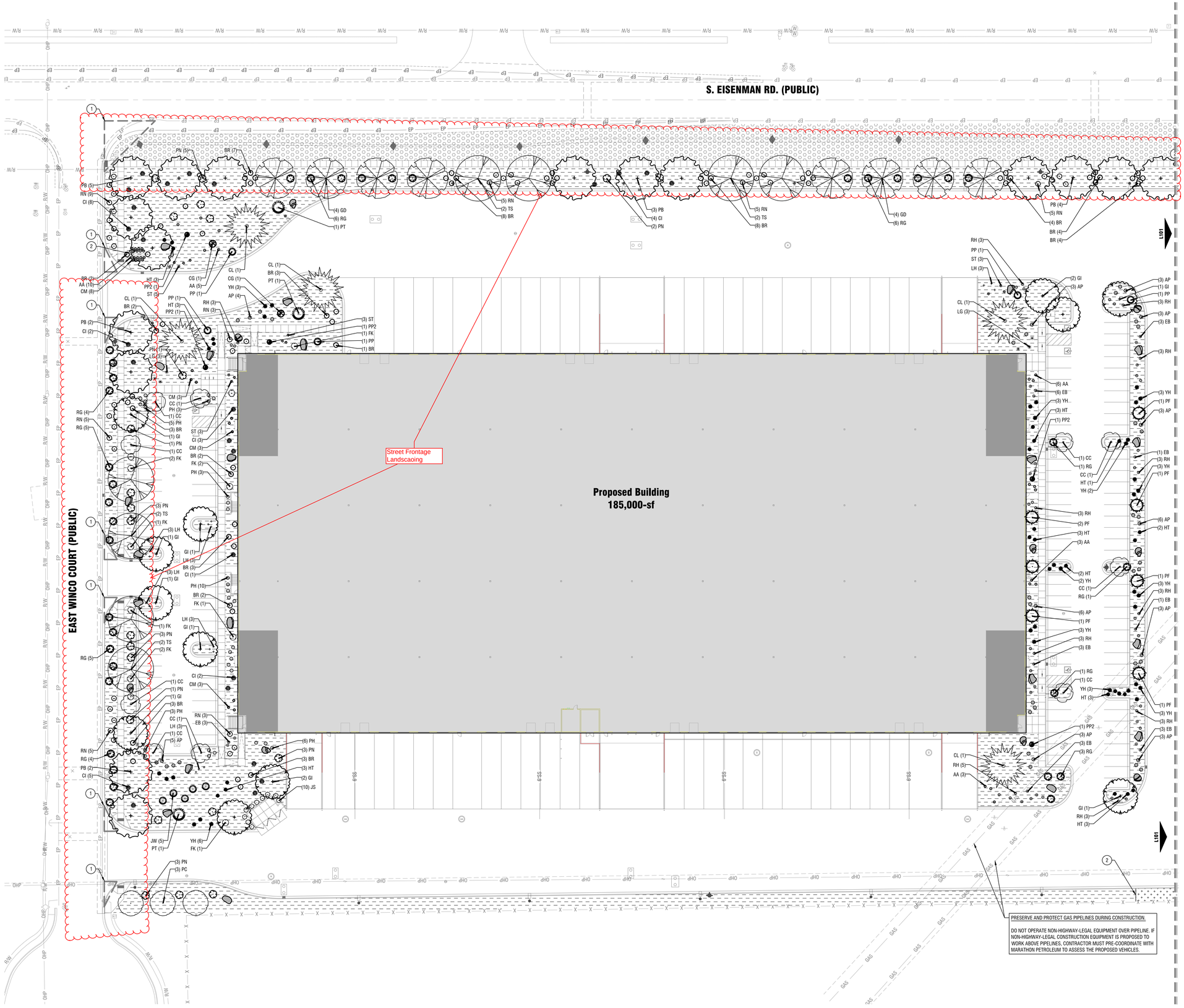
THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.:	121016.00
GSBS PROJECT NO.:	2021.020.00
ISSUED DATE:	03.25.2022

CONSTRUCTION PLANS
GRADING DETAILS

C550 | REV 1



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. FINISH GRADES TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES. PLACE 4" OF ROCK MULCH OVER SUBGRADE SOIL TO ACHIEVE FINISH GRADE. FINISH GRADE RELATED TO ADJACENT SITE ELEMENTS SHALL BE:

B.A. 1-INCH BELOW TOP OF ADJACENT PAVEMENT, VALVE BOX, VAULT, ETC.

B.B. 3-INCHES BELOW TOP OF CURB UNLESS NOTED OTHERWISE.

C. ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 18" OF TOPSOIL, SOD AREAS A MINIMUM OF 12" OF TOPSOIL. SPREAD, COMPACT AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE.

D. RE-USE EXISTING SURFACE TOPSOIL WHERE POSSIBLE. VERIFY SUITABILITY OF SURFACE SOIL TO PRODUCE TOPSOIL MEETING REQUIREMENTS AND AMEND WHEN NECESSARY. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND A PH OF 5.5 TO 7.0. IF ON-SITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTORS ARE RESPONSIBLE TO EITHER: A) PROVIDE APPROVED IMPORTED TOPSOIL, OR B.) IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY LANDSCAPE ARCHITECT. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. CLEAN TOPSOIL OF ROOTS, PLANTS, SODS, STONES, CLAY LUMPS AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.

E. IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE, 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 EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.

F. 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.

G. ALL LANDSCAPE AREAS SHALL BE WEED FREE AT THE TIME OF LANDSCAPE INSTALLATION.REMOVE ALL ROOTS, WEEDS, ROCKS AND FOREIGN MATERIAL ON THE SURFACE.

H. NEW TREE PLANTING, SEE DETAIL 1/L1.50 AND 3/L1.50. CONTRACTOR SHALL STAKE ALL TREES DEEMED NECESSARY, I.E.... FROM BEING BLOWN OVER, PLANTED WITH LOOSE ROOT BALL, ETC. CONTRACTOR'S OPTION.

I. NEW SHRUB PLANTING, SEE DETAIL 2/L1.50.

J. ALL PLANT MATERIAL SHALL CONFORM TO THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1) SPECIFICATIONS. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.

K. 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.

L. 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).

L.A. APPLICATION RATES:

L.A.A. HUMIC ACID: 25 LBS PER TREE PIT

L.A.B. COMMERCIAL GRADE COMPOST - 10 CUBIC FEET PER TREE PIT

L.A.C. PLANTING TABLET FERTILIZER - 4 TABLETS PER TREE PIT

L.A.D. CALCIFIED DIATOMACEOUS EARTH - 75 LBS PER TREE PIT

M. SHRUB PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR SHRUB PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS WITH THOROUGHLY WITH SOIL BACKFILL. SHRUB PITS SHALL BE 2.5x2.5x1' (6.25 CF/ 0.25 CY).

M.A. APPLICATION RATES:

M.A.A. HUMIC ACID: 2 LBS PER SHRUB PIT

M.A.B. COMMERCIAL GRADE COMPOST - 2 CUBIC FEET PER SHRUB PIT

M.A.C. PLANTING TABLET FERTILIZER - 2 TABLETS PER SHRUB PIT

M.A.D. CALCIFIED DIATOMACEOUS EARTH - 15 LBS PER SHRUB PIT

N. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.

O. CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES FOR LANDSCAPE ROCK MULCH TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PROCUREMENT. LANDSCAPE BOULDERS, PHOTO SUBMITTAL IS ADEQUATE. FOR ROCK MULCH, SUBMIT 1 GALLON BAG SAMPLE TO OWNER.

Keynotes:

(#) CALLOUT NUMBERS COORDINATED TO NUMBERED NOTES BELOW.

1. CLEAR VISION TRIANGLE PER ACHD AND CITY OF BOISE
2. PROPOSED MONUMENT SIGN - REFER TO SIGN PLANS

Material Legend:

- 1.5-INCH MINUS CRUSHED BASALT ROCK MULCH
- GRAVEL PER ACHD SPECIFICATIONS
- LARGE BASALT BOULDERS, 3'-4' DIA. TYP. SEE DETAIL
- REPAIR LANDSCAPE WITH DRYLAND SEED MIX, SEE COMPOSITION SCHEDULE THIS SHEET.

DRY LAND SEED MIX		
AGROSTIS GIGANTEA / REDTOP	5%	6 LBS / 1000 SF
ALOPECURUS ARUNDINACEUS 'GARRISON' / GARRISON CREEPING FOXTAIL	15%	
FESTUCA OVINA / SHEEP FESCUE	15%	
POA COMPRESSA / CANADA BLUEGRASS	15%	
FESTUCA TRACHYPHYLLA / HARD FESCUE	20%	
LEYMUS CINEREUS 'MAGNAR' / BASIN WILD RYE	30%	

Landscape Plan - North

Horizontal Scale: 1" = 30'

0 30' 60'

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REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

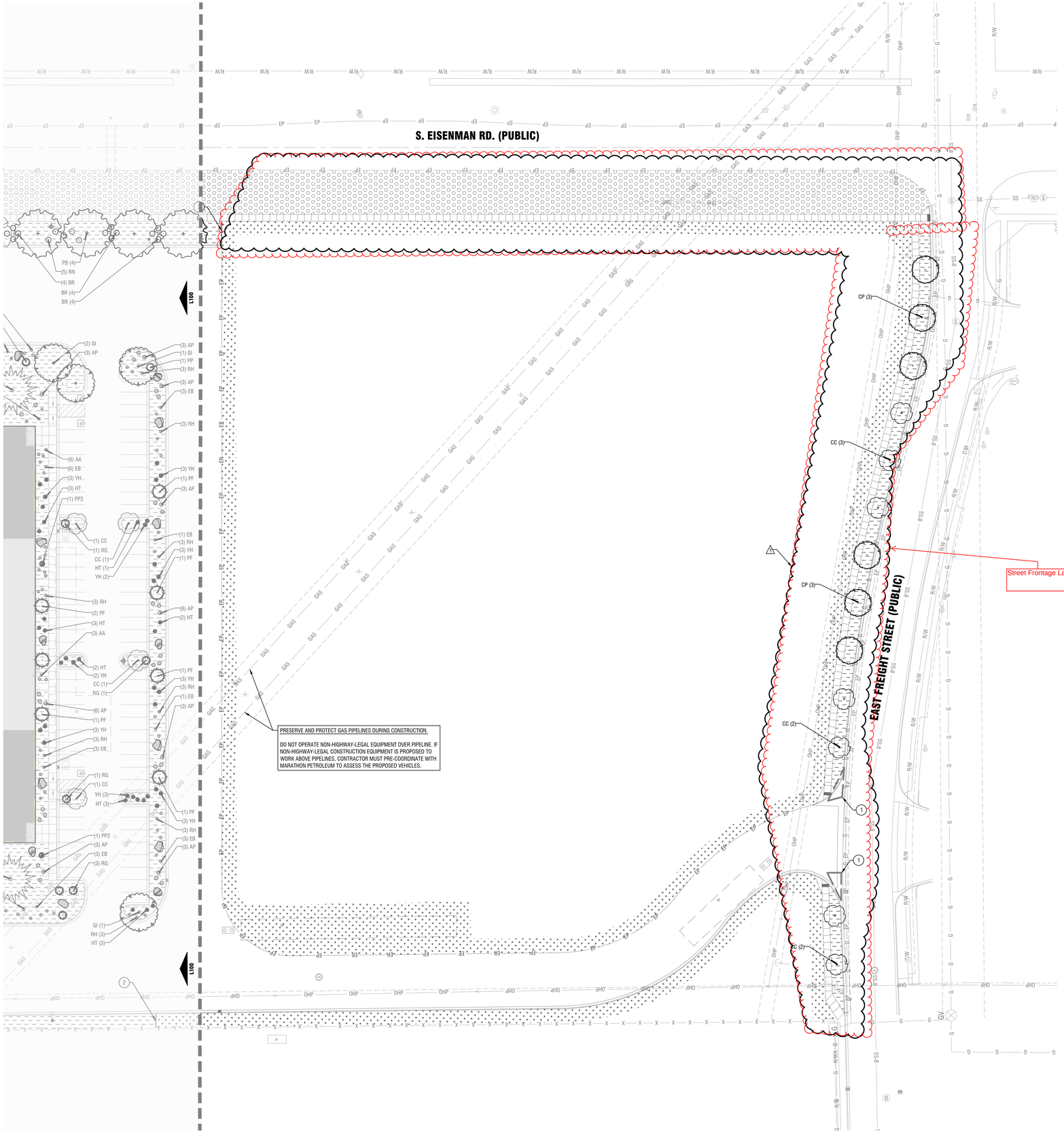
THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.: 121016.00
GSBS PROJECT NO.: 2021.020.00
ISSUED DATE: 03.25.2022

LANDSCAPE PLAN - NORTH

L100 REV 1



Landscape Plan - South

Horizontal Scale: 1" = 30'

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. FINISH GRADES TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES. PLACE 4" OF ROCK MULCH OVER SUBGRADE SOIL TO ACHIEVE FINISH GRADE. FINISH GRADE RELATED TO ADJACENT SITE ELEMENTS SHALL BE:
  B.A. 1-INCH BELOW TOP OF ADJACENT PAVEMENT, VALVE BOX, VAULT, ETC.
  B.B. 3-INCHES BELOW TOP OF CURB UNLESS NOTED OTHERWISE.
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I. NEW SHRUB PLANTING, SEE DETAIL 2/L1.50.
J. ALL PLANT MATERIAL SHALL CONFORM TO THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1) SPECIFICATIONS. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
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    L.A.B. COMMERCIAL GRADE COMPOST - 10 CUBIC FEET PER TREE PIT
    L.A.C. PLANTING TABLET FERTILIZER - 4 TABLETS PER TREE PIT
    L.A.D. CALCIFIED DIATOMACEOUS EARTH - .75 LBS PER TREE PIT
M. SHRUB PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR SHRUB PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS WITH THOROUGHLY WITH SOIL BACKFILL. SHRUB PITS SHALL BE 2.5'x2.5'x1' (6.25 CF/ 0.25 CY).
  M.A. APPLICATION RATES:
    M.A.A. HUMIC ACID: 2 LBS PER SHRUB PIT
    M.A.B. COMMERCIAL GRADE COMPOST - 2 CUBIC FEET PER SHRUB PIT
    M.A.C. PLANTING TABLET FERTILIZER - 2 TABLETS PER SHRUB PIT
    M.A.D. CALCIFIED DIATOMACEOUS EARTH - 15 LBS PER SHRUB PIT
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O. CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES FOR LANDSCAPE ROCK MULCH TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PROCUREMENT. LANDSCAPE BOULDERS, PHOTO SUBMITTAL IS ADEQUATE. FOR ROCK MULCH, SUBMIT 1 GALLON BAG SAMPLE TO OWNER.

Keynotes:

CALLOUT NUMBERS COORDINATED TO NUMBERED NOTES BELOW.

1. CLEAR VISION TRIANGLE PER ACHD AND CITY OF BOISE
2. PROPOSED MONUMENT SIGN - REFER TO SIGN PLANS

Material Legend:

- 1.5-INCH MINUS CRUSHED BASALT ROCK MULCH
- GRAVEL PER ACHD SPECIFICATIONS
- LARGE BASALT BOULDERS, 3'-4' DIA. TYP. SEE DETAIL
- REPAIR LANDSCAPE WITH DRYLAND SEED MIX, SEE COMPOSITION SCHEDULE THIS SHEET.

DRY LAND SEED MIX		
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ALOPECURUS ARUNDINACEUS 'GARRISON' / GARRISON CREEPING FOXTAIL	15%	
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REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

THE BOYER COMPANY

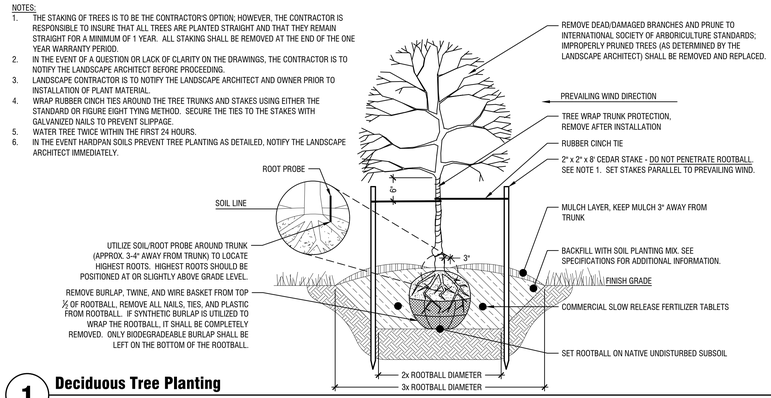
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.:	121016.00
GSBS PROJECT NO.:	2021.020.00
ISSUED DATE:	03.25.2022

LANDSCAPE PLAN - SOUTH

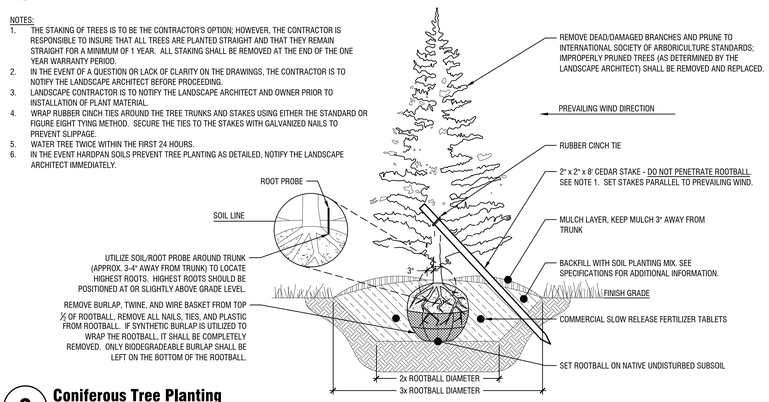
L101 REV 1

NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR A MINIMUM OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

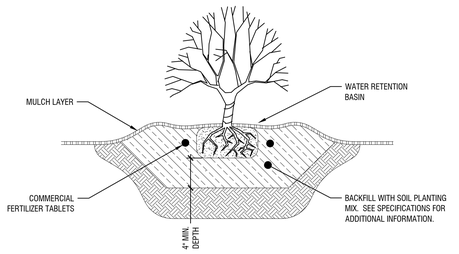


1 Deciduous Tree Planting
Scale: NTS

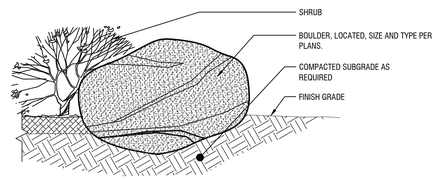
NOTES:
1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR A MINIMUM OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.



3 Coniferous Tree Planting
Scale: NTS



2 Shrub Planting
Scale: NTS



NOTES:
1. NOTIFY LANDSCAPE ARCHITECT WHEN PLACING BOULDERS FOR APPROVAL.
2. PLACE BOULDERS PRIOR TO INSTALLATION OF IRRIGATION SYSTEM.
3. CLEAN ALL BOULDERS OF DIRT AND LOOSE DEBRIS.
4. WHEN PLACING BOULDERS, BURY 1/4 TO 1/3 OF BOULDER BELOW FINISH GRADE.
5. DO NOT SCAR OR DAMAGE BOULDERS.

4 Boulder Installation
Scale: NTS

PLANT SCHEDULE

CLASS I TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	REMARKS
	PC	PRUNUS VIRGINIANA `CANADA RED` CANADA RED CHOKECHERRY	2" CAL.	B&B	20`H X 20`W
CLASS II TREES	**CODE**	**BOTANICAL / COMMON NAME**	**SIZE**	**CONTAINER**	**REMARKS**
	CC	CARPINUS BETULUS 'COLUMNARIS' COLUMNAR EUROPEAN HORNBEAM	2" CAL.	B&B	35'H X 15'W
	GI	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' TM SKYLINE HONEY LOCUST	2" CAL.	B&B	40'H X 30'W
	TS	TILIA TOMENTOSA `STERLING` STERLING SILVER LINDEN	2" CAL.	B&B	60`H X 40`W
CLASS III TREES	**CODE**	**BOTANICAL / COMMON NAME**	**SIZE**	**CONTAINER**	**REMARKS**
	GD	GYMNOCLADUS DIOICA `ESPRESSO` KENTUCKY COFFEETREE	2" CAL.	B&B	50'H X 35'W
	PB	PLATANUS X ACERIFOLIA `BLOODGOOD` LONDON PLANE TREE	2" CAL.	B&B	60`H X 40`W
CONIFERS	**CODE**	**BOTANICAL / COMMON NAME**	**SIZE**	**CONTAINER**	**REMARKS**
	CG	CEDRUS ATLANTICA 'GLAUCA PENDULA' WEEPING BLUE ATLAS CEDAR	4` HT.		8'H X 8'W
	CL	CEDRUS LIBANI STENOCOMA LEBANON CEDAR	6` HT.	B&B	50`H X 40`W
	JS	JUNIPERUS VIRGINIANA `SKYROCKET` SKYROCKET JUNIPER	6` HT.	B&B	18`H X 4`W
	PF	PINUS FLEXILIS `VANDERWOLF`S PYRAMID` VANDERWOLF`S PYRAMID PINE	6` HT.	B&B	25`H X 12`W
	PP2	PICEA OMORIKA 'PENDULA BRUNS' BRUNS WEEPING SERBIAN SPRUCE	4` HT.	B&B	15'H X 3'W
SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**SIZE**	**CONTAINER**	**REMARKS**
	AA	AGASTACHE AURANTIACA `APRICOT SPRITE` APRICOT SPRITE HYSSOP	2 GAL.		2`H X 2`W
	AP	ARTEMISIA X `POWIS CASTLE` POWIS CASTLE ARTEMISIA	2 GAL.		3`H X 3`W
	BR	BERBERIS THUNBERGII 'ROSE GLOW' ROSE GLOW JAPANESE BARBERRY	2 GAL.		3'H X 4'W
	CI	CORNUS SERICEA `ISANTI` ISANTI REDOSIER DOGWOOD	3 GAL.		4`H X 5`W
	CM	COREOPSIS VERTICILLATA `MOONBEAM MOONBEAM THICKLEAF TICKSEED	2 GAL.		1`W X 1`H
	EB	ECHINACEA PURPUREA `BRIGHT STAR` PURPLE CONEFLOWER	1 GAL.		2`H X 1`W
	FK	FORSYTHIA X INTERMEDIA 'KOLGOLD' TM MAGICAL GOLD FORSYTHIA	5 GAL.		5'H X 4'W
	HT	HESPERALOE PARVIFLORA 'STRAIGHT UP RED' STRAIGHT UP RED YUCCA	2 GAL.		3'H X 3'W
	JW	JUNIPERUS HORIZONTALIS `WILTONII` BLUE RUG JUNIPER	2 GAL.		0.5`H X 6`W
	LG	LAVANDULA X INTERMEDIA `GROSSO` GROSSO LAVENDIN	2 GAL.		3`H X 3`W
	LH	LAVANDULA ANGUSTIFOLIA `HIDCOTE` HIDCOTE LAVENDER	2 GAL.		18"H X 2`W
	PH	PANICUM VIRGATUM `HEAVY METAL` HEAVY METAL SWITCH GRASS	2 GAL.		4`H X 3`W
	PN	PHILADELPHUS X VIRGINALIS 'NATCHEZ' NATCHEZ MOCK ORANGE	5 GAL.		8'H X 6'W
	PP	PINUS MUGO `PUMILIO` MUGO PINE	5 GAL.		4`H X 6`W
	PT	PINUS THUNBERGII `THUNDERHEAD` THUNDERHEAD SCOTCH PINE	5 GAL.		10`H X 10`W
	RG	RHUS AROMATICA `GRO-LOW` GRO-LOW FRAGRANT SUMAC	3 GAL.		2`H X 6`W
	RH	RUDBECKIA HIRTA BLACK-EYED SUSAN	1 GAL.		3`H X 2`W
	RN	ROSA FLORIBUNDA 'NEARLY WILD' NEARLY WILD ROSE	3 GAL.		3'H X 3'W
	ST	SCHIZACHYRIUM SCOPARIUM `THE BLUES` LITTLE BLUESTEM	2 GAL.		3`H X 2`W
	YH	YUCCA FILAMENTOSA 'HOFER BLUE' HOFER BLUE ADAM'S NEEDLE	2 GAL.		3'H X 3'W

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REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

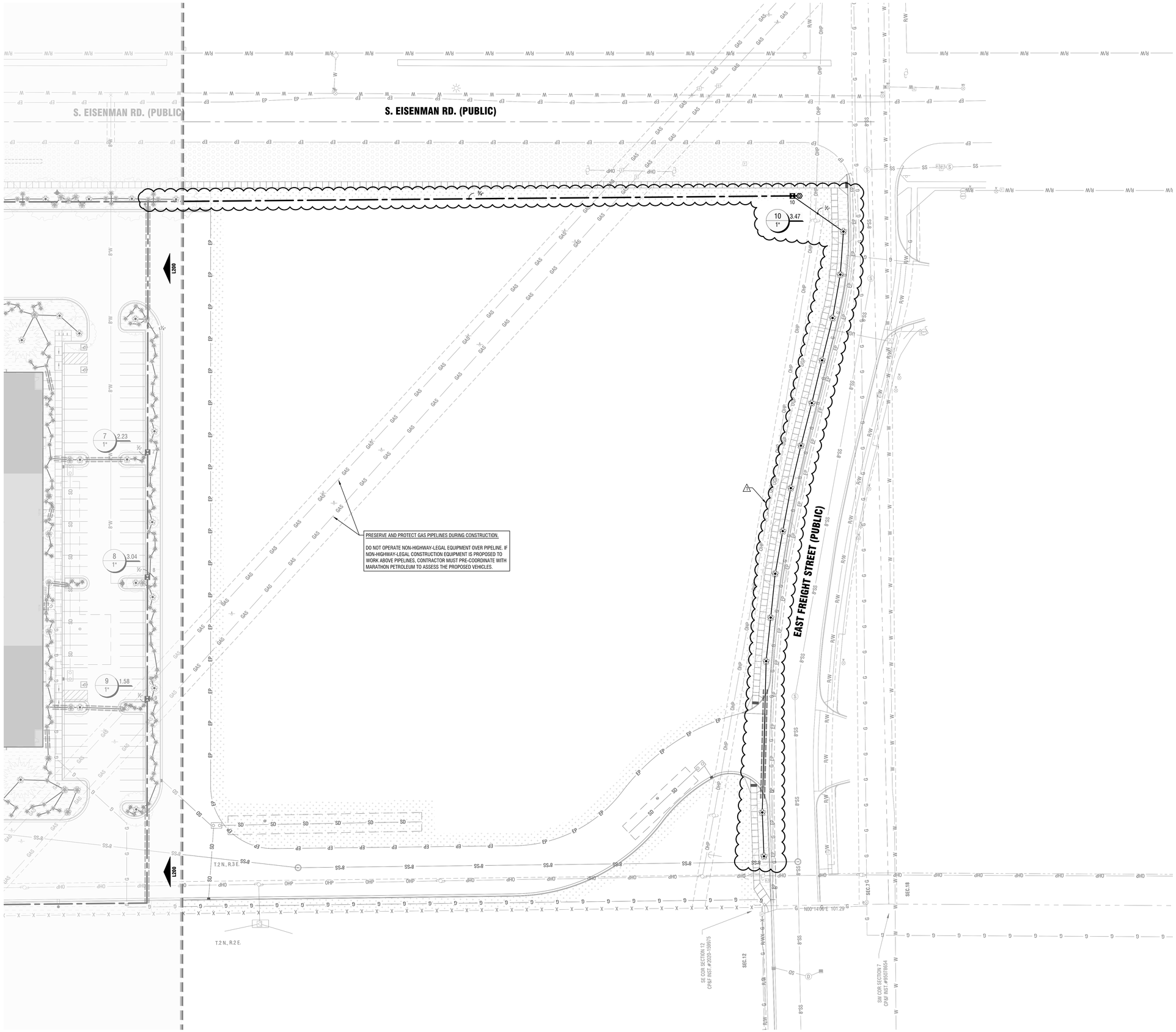
THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.: 121016.00
GSBS PROJECT NO.: 2021.020.00
ISSUED DATE: 03.25.2022

LANDSCAPE DETAILS

L150 REV 1



Irrigation Notes:

A. REFER TO IRRIGATION EQUIPMENT SCHEDULE SHEET L250.
B. SYSTEM DESIGN BASED ON THE ASSUMPTION OF THE AVAILABILITY OF 50 G.P.M. AND 95 P.S.I.
C. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
D. COORDINATE ALL IRRIGATION INSTALLATION OPERATIONS WITH CIVIL, MECHANICAL, AND ELECTRICAL ENGINEERING SHEETS.
E. CONTRACTOR TO COORDINATE INSTALLATION OF IRRIGATION CONDUIT AND SLEEVES UNDER HARD SURFACES WITH RESPECTIVE CONTRACTORS.
F. ALL SLEEVES TO BE INSTALLED AS PART OF IRRIGATION CONTRACT. APPROXIMATE LOCATION OF SLEEVES ARE SHOWN ON THE IRRIGATION PLAN. FIELD VERIFY LOCATION. ALL ENDS OF SLEEVES TO BE TAPED OR CAPPED AND MARKED WITH A 2"x4" PAINTED STAKE EXTENDING TO 24" ABOVE GRADE. STAKES ARE NOT TO BE REMOVED UNTIL THE IRRIGATION SYSTEM IS COMPLETE. ALL SLEEVES SHALL EXTEND A MINIMUM OF 18" BEYOND BACK OF CURB OR EDGE OF PAVEMENT. PROVIDE COMPACTED BACKFILL.
G. CONTRACTOR TO OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED FOR THIS WORK.
H. IRRIGATION CONTROLLER(S) ARE TO BE LOCATED AS SHOWN ON PLAN. CONTROLLERS SHALL BE WIRED TO POWER SUPPLY BY A LICENSED ELECTRICIAN PER LOCAL CODES. IRRIGATION CONTRACTOR TO PROVIDE ALL REQUIRED CONNECTIONS TO 24 VOLT IRRIGATION CONTROL WIRE INSIDE THE BUILDINGS THROUGH APPROPRIATE SIZED CONDUIT.
I. IRRIGATED AREAS CONTAINING VEGETATION WHICH POTENTIALLY MAY IMPEDE PERFORMANCE OF A POP-UP SPRINKLER AND/OR ROTOR HEADS ARE TO BE REPLACED WITH A 12" HIGH POP-UP HEADS.
J. ALL ELECTRICAL WORK TO MEET OR EXCEED N.E.C., STATE CODES, LOCAL CODES, AND MANUFACTURER'S RECOMMENDATIONS.
K. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ROCK AND DEBRIS BROUGHT TO THE SURFACE AS A RESULT OF TRENCHING OPERATIONS.
L. CONTRACTOR SHALL REFER TO SPECIFICATIONS AND DETAIL DRAWINGS FOR ADDITIONAL REQUIREMENTS.
M. ALL 24 VOLT POWER WIRES SHALL BE #14 AWG COPPER. ALL ABOVE GROUND 100 VOLT AND 24 VOLT WIRE SHALL BE IN PVC CONDUIT. ALL 24 VOLT WIRES SHALL BE TAPED TOGETHER AT TEN FOOT (10'-0") INTERVALS.
N. INSTALLATION SHALL COMPLY WITH ALL NATIONAL, STATE, AND LOCAL LAWS AND ORDINANCES.
O. IRRIGATION CONTRACTOR SHALL PROVIDE AN AS-BUILT IRRIGATION PLAN UPON COMPLETION OF INSTALLATION AND PRIOR TO FINAL PAYMENT.
P. THE ENTIRE SYSTEM SHALL BE GUARANTEED TO BE COMPLETE AND PERFECT IN EVERY DETAIL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ITS ACCEPTANCE; REPAIR OR REPLACEMENT OF ANY DEFECTS OCCURRING WITHIN THAT YEAR SHALL BE FREE OF EXPENSE TO THE OWNER.
Q. AS PART OF THIS CONTRACT, PERFORM AT NO EXTRA COST WINTERIZATION AND SPRING START UP OF THE SYSTEM DURING THE GUARANTEE PERIOD.
R. ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS OF THE QUALITY AND PERFORMANCE SPECIFIED, AND SHALL MEET THE REQUIREMENTS OF THIS SYSTEM. USE MATERIALS AS SPECIFIED, NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN PERMISSION OF THE OWNER.
S. IRRIGATION CONTRACTOR SHALL MAKE NECESSARY MINOR FIELD ADJUSTMENTS TO SPRINKLER NOZZLES, SPRINKLERS, PIPE, AND OTHER IRRIGATION EQUIPMENT LOCATIONS TO FIT THE AS-BUILT SITE. ADJUST HEAD AND PIPE LOCATIONS AS REQUIRED TO AVOID DAMAGING EXISTING TREE ROOTS. ADJUSTMENTS SHALL ENSURE HEAD TO HEAD COVERAGE.
T. IRRIGATION PIPING LAYOUT IS SCHEMATIC. WHERE LINES ARE SHOWN BELOW PAVEMENT ADJACENT TO LANDSCAPE AREAS, THEY ARE TO BE LOCATED IN THE LANDSCAPE AREA UNLESS SHOWN WITH A SLEEVE SYMBOL.
T.A. IRRIGATION MAINLINE SHALL BE SLEEVED UNDER ALL HARDSCAPE. SLEEVING MAY NOT BE SHOWN FOR MAINLINE FOR GRAPHICAL PURPOSES.
U. LOCATION OF EXISTING EQUIPMENT ARE SCHEMATIC IN NATURE. FIELD VERIFY ALL BASE AND EXISTING IRRIGATION ELEMENTS AND CONDITIONS PRIOR TO CONSTRUCTION AND PROVIDE NECESSARY ADJUSTMENTS.
V. IN THE EVENT OF A DISCREPANCY, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT.
Z. CONTRACTOR SHALL SCHEDULE A MEETING WITH LANDSCAPE ARCHITECT AND OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF IRRIGATION CONTROL SYSTEM TO DETERMINE PROCEDURES OF INSTALLATION OF IRRIGATION CONTROL SYSTEM.
AE. PIPE VELOCITIES SHALL NOT EXCEED 5 FT/SEC.
AF. AREAS WHERE FULL CIRCLE HEADS ARE REQUIRED, NON-REVERSING CIRCLE HEADS SHALL BE INSTALLED. PARTIAL CIRCLE HEADS WITH REVERSING DIRECTION ARE PROHIBITED FOR USE OF 360° ROTATION.

Irrigation Execution:

A. REMOTE CONTROL VALVES:
A.A. INSTALLED (1) REMOTE CONTROL VALVE PER VALVE BOX. ENSURE THAT ADEQUATE SPACE IS PROVIDED AROUND ENTIRE VALVE FOR EASE OF MAINTENANCE. ROUND VALVE BOXES ARE NOT PERMITTED.
A.B. VALVE BOXES SHALL BE GREEN OR BLACK WITH GREEN LIDS.
B. IRRIGATION CONTROL WIRE:
B.A. ALL WIRE SPLICES SHALL BE INSTALLED WITH A WATERPROOF WIRE CONNECTERS AND DBY/R CAP OR BLAZING NUT WIRE SPLICE CONNECTOR.
B.B. ALL WIRE SPLICES SHALL BE LOCATED IN VALVE BOXES AND INDICATED ON AS-BUILT DRAWINGS. PROVIDE AS A MINIMUM, 36" OF EXTRA WIRE AT ALL WIRE SPLICES AND REMOTE CONTROL VALVE CONNECTIONS.
B.C. CONTROL WIRE SHALL BE INSTALLED WITH PROPOSED MAINLINE. IF CONTROL WIRE LEAVES PIPING TRENCH, WIRE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 12".
C. PIPING (USE THE FOLLOWING):
C.A. 2-1/2" AND SMALLER | SDR 21 SCH. 40 PVC, SOLVENT-CEMENT JOINTS:
C.B. 3" AND LARGER | SDR 26 CLASS 200 RUBBER GASKETED PVC WITH DUCTILE IRON JOINT RESTRAINT SYSTEM, LEEMCO OR APPROVED EQUAL.
C.C. TRENCHES SHALL BE PHOTO DOCUMENTED AND SUBMITTED TO THE ARCHITECT PRIOR TO BACKFILLING.
C.D. BACKFILL TRENCHES CONSISTING OF SAND, FINE GRAVEL OR SELECT EARTH FREE OF LARGE LUMPS OR ROCKS LARGER THAN ½" SHALL BE USED IN AND AROUND INSTALLED PIPE.

Drip Irrigation Notes:

A. ALL PLANTER BEDS ARE TO BE IRRIGATED W/ DRIP IRRIGATION AS INDICATED ON PLANS. THE CONTRACTOR IS RESPONSIBLE TO INSTALL THE DRIP SYSTEM AS PER MANUFACTURERS RECOMMENDATIONS AND THE FOLLOWING REQUIREMENTS:
A.A. EACH DRIP ZONE SHALL RECEIVE A DRIP ZONE CONTROL KIT WITH PRESSURE REGULATION AND 120 MESH (MIN.) STAINLESS STEEL FILTRATION SCREEN.
A.B. ALL TUBING IS TO BE STAKED DOWN WITH 6" SOIL STAPLES AT 24" INTERVALS (MIN.) ALL FITTINGS SHALL RECEIVE (2) STAPLES IN OPPOSING DIRECTIONS.
B. IF WEED BARRIER FABRIC IS USED IN LANDSCAPE BEDS, DRIP IRRIGATION SHALL BE INSTALLED UNDERNEATH FABRIC AND STAPLED AS INDICATED ABOVE.
C. ALL LATERAL LINES FROM VALVES TO HEADERS ARE TO BE BURIED AT DEPTH INDICATED IN TRENCH SECTION DETAIL. SIZE AS NECESSARY.
D. AFTER INSTALLATION OF THE IRRIGATION SYSTEM THE CONTRACTOR IS RESPONSIBLE TO PROVIDE THE OWNER WITH AS-BUILT DRAWINGS AND INSTRUCTIONS FOR MAINTENANCE OF THE DRIP SYSTEM.

Keynotes:

CALLOUT NUMBERS COORDINATED TO NUMBERED NOTES BELOW.

1. FIELD LOCATE 1-IN WATER METER IN THIS APPROXIMATE LOCATION. CONNECT MAINLINE AND EXTEND AS SHOWN ON PLANS.
2. INSTALL REDUCED PRESSURE BACKFLOW DEVICE IN THIS APPROXIMATE LOCATION PER DETAIL 6/L250.
3. INSTALL IRRIGATION CONTROLLER IN A POWDER-COATED ENCLOSURE PAINTED TO MATCH BUILDING IN THIS APPROXIMATE LOCATION. IRRIGATION CONTRACTOR SHALL PROVIDE ALL REQUIRED ELECTRICAL CONNECTIONS REQUIRED FOR A FULLY OPERATIONAL SYSTEM. CONTRACTOR SHALL CONNECT ALL LOW VOLTAGE AND 120 VOLT POWER WIRES. ALL ABOVE GRADE WIRES SHALL BE LOCATED IN RIGID STEEL CONDUIT. INSTALL (2) BLUE 14 GAUGE WIRES FROM THE CONTROLLER TO THE LAST VALVE FROM EACH CONTROLLER FOR FUTURE USE.

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REVISIONS:

1	04.20.2022	ADDENDUM #02

BOISE GATEWAY INDUSTRIAL PARK

BID SET

BOISE GATEWAY IP - BUILDING 3

TBD S. EISENMAN RD. BOISE, ID 83716

THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.:	121016.00
GSBS PROJECT NO.:	2021.020.00
ISSUED DATE:	03.25.2022

IRRIGATION PLAN - SOUTH

L201 REV 1

Irrigation Plan - South

Horizontal Scale: 1" = 30'

Exhibit D: Schedule of Eligible Expenses Estimate

[Exhibit appears on the following two pages.]

CCDC Participation Program

Type 2 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

Boise Gateway Bldg 3	*9/13/2022*	

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	SITE PREPARATION:				
1	Surface demolition (Clear, grub & haul off)	SF	$ 5.50	24,800	$ 136,400.00
2	Asphalt demolition (Removal & haul off)	SF	$ 6.50	985	$ 6,402.50
3	Curb and gutter demolition	LF	$ 4.50	2050	$ 9,225.00
4	Saw cut asphalt	LF	$ 1.50	2200	$ 3,300.00
5	Replace subbase (Removal & Pitrun place & prep)	TN	$ 21.50	1000	$ 21,500.00
6	Stand alone tree removal	EA		0	$ -
	SIDEWALK WORK:				
7	Concrete sidewalk	SF	$ 6.12	15,860	$ 102,063.20
9	Pedestrian ramp	SF	$ 11.38	700	$ 7,966.00
10	Truncated dome	SF	$ 200.00	8	$ 1,600.00
11	Lawn parkway	SF	$ 5.60	25841	$ 144,709.60
12	Irrigation	LS	$ 38,347.00	1	$ 38,347.00
	OTHER:				
13	Asphalt repair	SF	$ 95.00	980	$ 93,100.00
14	Concrete curb cut	EA	$ -	0	$ -
15	Vertical curb and gutter (6")	LF	$ 24.00	6970	$ 167,280.00
16	Myers cabinet	EA	$ -	0	$ -
17	Water meter	EA	$ -	0	$ -
	SITUATIONAL FURNISHINGS:				
18	Street trees	EA	$ -	0	$ -
19	Street Lights	EA	$ -	0	$ 200,000.00
	OTHER:				
20	ACHD specified Rock on Shoulder (Based on Proposal to Petra	LS	$ 36,879.00	1	$ 36,879.00
21	TBD	0	$ -	0	$ -
	Total Streetscape Costs:				$ 968,772.30

CCDC Participation Program

Eligible Costs Application Form

Actual Eligible Costs To Be Determined by CCDC

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

		UNIT	UNIT PRICE	QUANTITY	TOTAL COST
	STORM WATER MITIGATION:				
22	Surface demo	LS	$ -	0	$ 25,000.00
23	Surface prep	LS	$ -	0	$ 50,000.00
24	Finish materials (permeable pavers, etc.)	0	$ -	0	$ 200,000.00
	UTILITIES:				
25	Power line (new/relocation/extension)	LS	$ -	0	$ 329,942.00
26	Water main (new/relocation/extension)	LS	$ -	0	$ 150,000.00
27	Sewer line	LS	$ -	0	$ -
28	City Fiber Optic Conduit Bank (new/relocation/extension)	LF	$ -	0	$ 30,000.00
29	City Fiber Optic Vault	EA	$ -	0	$ -
30	ACHD power box relocation	EA	$ -	0	$ -
	STREET:				
31	Asphalt demolition	SF	$ 11.50	985	$ 11,327.50
32	Road sub-base and prep	YDS	$ 21.25	2445	$ 51,956.25
33	Asphalt paving	LS	$ -	1	$ 185,000.00
	PATH:				
34	Surface demolition	SF	$ -	0	$ -
35	Surface prep	SF	$ -	0	$ -
36	Paving material	SF	$ -	0	$ -
	OTHER:				
37	Intermountain Gas- Import for Gas Line Coverage	0	$ -	0	$ 160,000.00
38	TBD	0	$ -	0	$ -
	Total Infrastructure & Utilities Costs:				$ 1,193,225.75
	SUBTOTAL ELIGIBLE COSTS:				$2,161,998.05
	5% General Conditions (limit per program policy)				$ 108,099.90
	TOTAL ELIGIBLE COSTS:				$2,270,097.95

Important Note:

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

Exhibit E: Confirmation of Reimbursement (Draft)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE ("Payment Schedule") is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and Boise Gateway 3, L.C., a Utah Limited Liability Company ("Participant").

WITNESSETH:

1. CCDC Contribution

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

2. Payment Schedule

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

CCDC shall make a total of up to six (6) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds paid by Participant and received by CCDC from the value added to the Site over and above the 2022 tax year assessed value of the Site upon Final Completion of the project and starting at Occupancy valuation year. The 2022 tax year assessed value of the Site, as determined by the Ada County Assessor is $0.

First Annual Payment – Due on or before September 30, 2026
CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2026.

Second Annual Payment – Due on or before September 30, 2027
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2027.

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

Fourth Annual Payment – Due on or before September 30, 2029

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

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

Sixth Annual Payment – Due on or before September 30, 2031
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2031.

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

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

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

3. Limitation on Making Payments

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

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

Signatures on Following Page

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

AGENCY:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
John Brunelle, Executive Director

_____
Date

PARTICIPANT:
Boise Gateway 3, L.C.

_____

By: _____

Its: _____

_____
Date

Exhibit F: Building 4 Depiction and Renderings

[Exhibit appears on the following five pages.]

BOISE GATEWAY IP - BUILDING 4
DESIGN REVIEW



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MECHANICAL ENGINEERING:
COLVIN ENGINEERING ASSOCIATES
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801.322.2400

ELECTRICAL ENGINEERING:
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635 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84111
801.532.2196

DESIGN REVIEW DOCUMENT LIST

DRAWINGS:

G000 COVER SHEET

C100 SITE PLAN
C110 SITE CONTEXT
C111 SITE PHOTOS

L100 LANDSCAPE PLAN
L150 LANDSCAPE DETAILS

A101 OVERALL FLOOR PLAN
A201 EXTERIOR ELEVATIONS

DOCUMENTS:

DOC1 DESIGN REVIEW APPLICATION
DOC2 DESIGN REVIEW CHECKLIST
DOC3 STATEMENT OF LEGAL INTEREST
DOC4 DETAILED LETTER OF EXPLANATION
DOC5 VEOLIA FIRE FLOW LETTER
DOC6 TRAFFIC IMPACT STUDY

NOT FOR CONSTRUCTION

BOISE GATEWAY INDUSTRIAL PARK

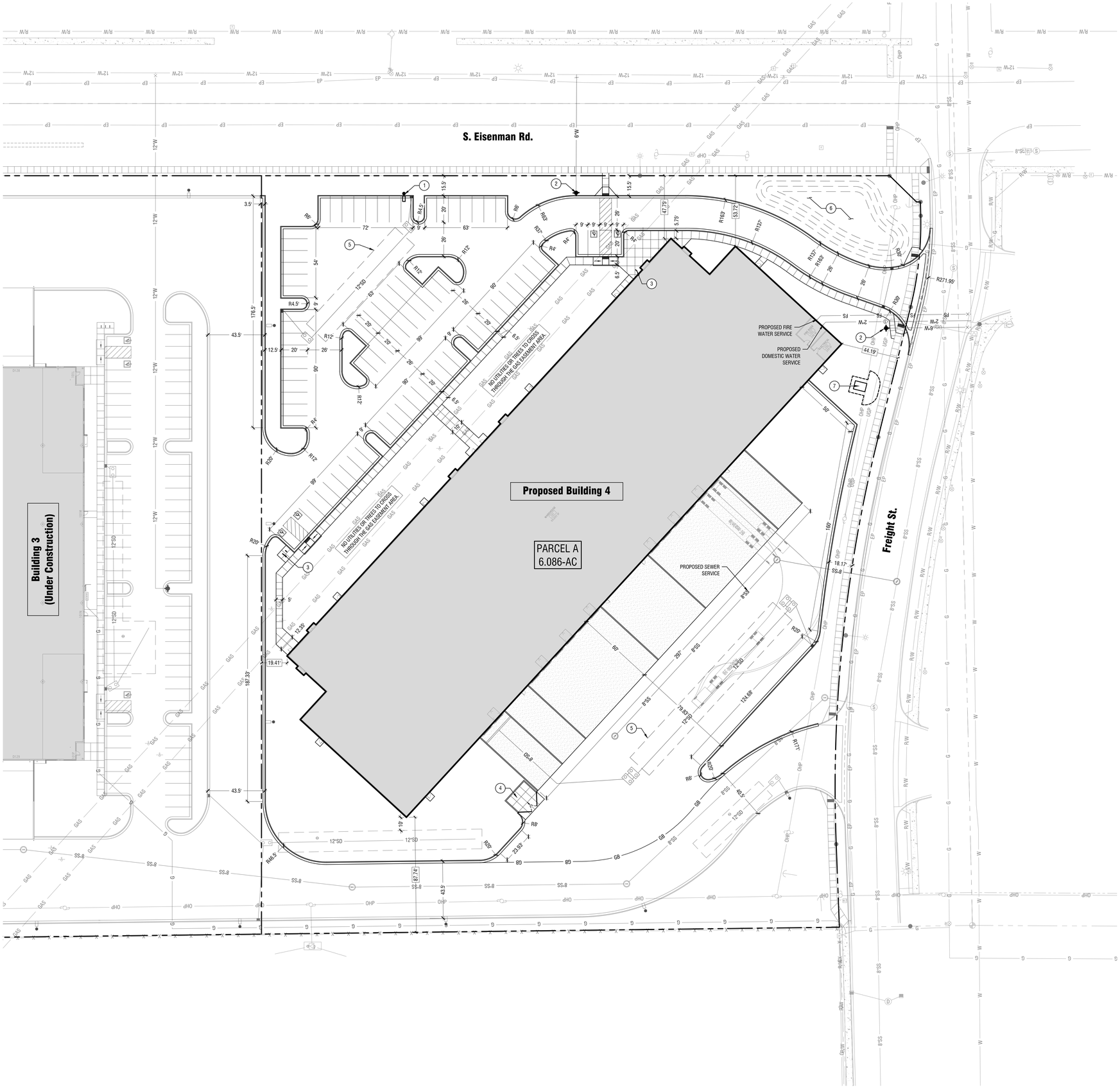
BOISE GATEWAY IP - BUILDING 4

2500 EAST FREIGHT STREET
BOISE, ID 83716

THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

GSBS PROJECT NO.: 2023.005.00
ISSUED DATE: 11.15.2023

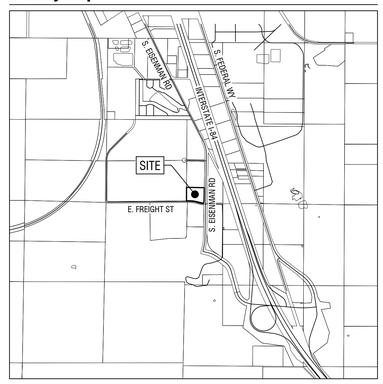


Site Plan

Horizontal Scale: 1" = 30'

0 30' 60'

Vicinity Map:



Project Contacts:

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C/O DAVID WARD dward@boyercompany.com

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C/O JASON DENSMER, PE jason@thelandgroupinc.com
C/O DAVID DUPERAULT, PLA dduperault@thelandgroupinc.com

ARCHITECT
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801.521.8600

C/O JUSTIN JACOBS jjacobs@gsbsarchitects.com

Project Calculations:

PROPERTY SIZE:	±6.086-AC
PROPOSED BUILDING SIZE:	69,693-SF
CURRENT ZONING:	M-2D
PROPOSED ZONING:	M-2D (NO CHANGE)

DIMENSIONAL STANDARDS:

	REQUIRED	PROPOSED
BUILDING SETBACKS:		
FRONT:	20-FT	47.7-FT±
REAR:	0-FT	87.7-FT±
SIDE: (STREET)	15-FT	44.2-FT±
PARKING SETBACKS:		
FRONT:	7-FT	15.5-FT
SIDE: (INTERIOR)	0-FT	12.5-FT±
SIDE: (STREET)	7-FT	18.1-FT±

MAXIMUM BUILDING HEIGHT: 55-FT

PARKING CALCULATIONS:

	REQUIRED	PROPOSED
PARKING STALLS:	57-EA	82-EA
ACCESSIBLE PARKING STALLS:	4-EA	4-EA
BICYCLE PARKING SPACES:	6-EA	6-EA

Keynotes:

1. PROPOSED SITE LUMINAIRE (TYP). EATON MCGRAW-EDISON GALLEON AREA AND ROADWAY LUMINARE.
2. PROPOSED FIRE HYDRANT.
3. PROPOSED BIKE RACK (2-BIKE CAPACITY), EA.
4. PROPOSED FULLY-SCREENED TRASH ENCLOSURE.
5. PROPOSED UNDERGROUND STORM DRAIN SEEPAGE BED.
6. PROPOSED DRAINAGE SWALE.
7. PROPOSED ELECTRICAL TRANSFORMER (SUBJECT TO IPCO DESIGN)

GSBS ARCHITECTS
375 WEST 200 SOUTH
SALT LAKE CITY, UT 84101
P 801.521.8600
F 801.521.7913
www.gsbsarchitects.com

THE LAND GROUP

REVISIONS:

PROFESSIONAL ENGINEER REGISTERED 10961 STATE OF IDAHO JASON DENSMER
11/16/2023

BOISE GATEWAY INDUSTRIAL PARK

DESIGN REVIEW

BOISE GATEWAY IP - BUILDING 4

2500 EAST FREIGHT STREET
BOISE, ID 83716

THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

TLG PROJECT NO.:	123011.00
GSBS PROJECT NO.:	2023.005.00
ISSUED DATE:	11.16.2023

DESIGN REVIEW SITE PLAN

C100 REV 0



Design Review - Site Context

Horizontal Scale: 1" = 200'

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THE LAND GROUP

REVISIONS:

PROFESSIONAL ENGINEER
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10961
STATE OF IDAHO
JASON DENSMER
11/16/2023

BOISE GATEWAY INDUSTRIAL PARK

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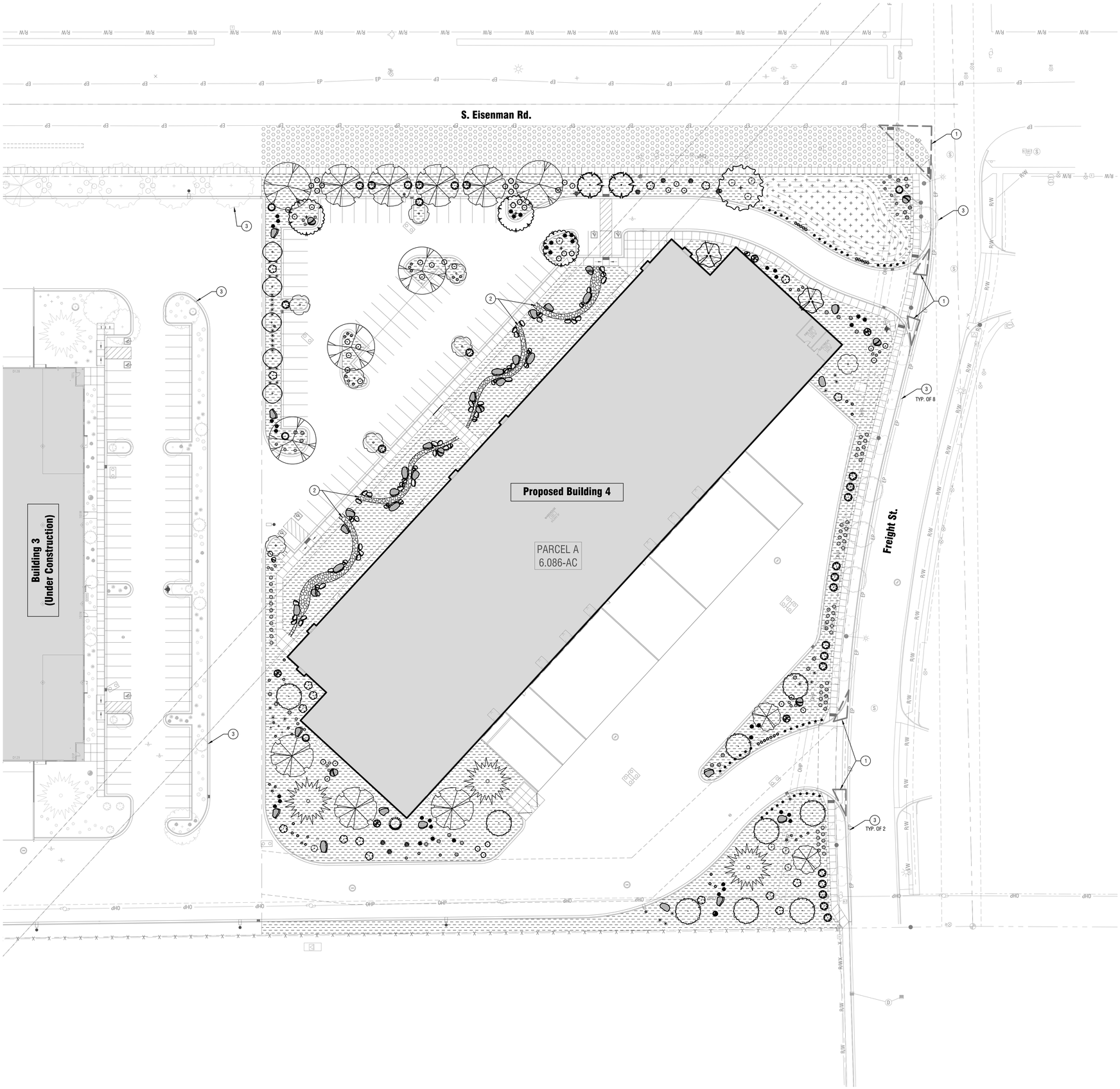
ISSUED DATE:	11.16.2023

DESIGN REVIEW SITE CONTEXT

C110 | REV 0

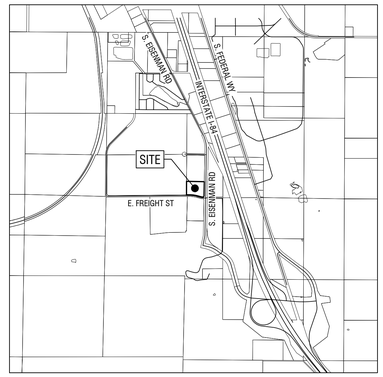


Site Plan

Horizontal Scale: 1" = 30'

0 30' 60'

Vicinity Map:



Project Contacts:

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THE BOYER COMPANY
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UTAH 84111
801.366.8003
C/O DAVID WARD dward@boyercompany.com

CIVIL ENGINEER & LANDSCAPE ARCHITECT
THE LAND GROUP, INC.
462 EAST SHORE DRIVE, SUITE 100
EAGLE, IDAHO 83616
208.939.4041

C/O JASON DENSMER, PE jason@thelandgroupinc.com
C/O DAVID DUPERAULT, PLA dduperault@thelandgroupinc.com

ARCHITECT
GSBS
375 WEST 200 SOUTH
SALT LAKE CITY, UTAH 84101
801.521.8600

C/O JUSTIN JACOBS jjacobs@gsbsarchitects.com

Material Legend:

- 1.5-INCH CRUSHED BASALT ROCK MULCH
- GRAVEL PER ACHD SPECIFICATIONS
- SMALL BASALT BOULDERS, 1.5'-2.5' DIA. TYP. SEE DETAIL
- LARGE BASALT BOULDERS, 3'-4' DIA. TYP. SEE DETAIL
- VEGETATED INFILTRATION BASIN PER BOISE AND ACHD STORMWATER DESIGN GUIDELINES
- MINIMUM 12-IN DEPTH OF 4-TO-6-IN RIVER COBBLE OVER DRAINAGE GEOTEXTILE

Landscape Requirements:

PER BOISE CITY CODE:

STREET BUFFERS *(11-07-05-2-D-1)*
ONE (1) TREE PER FORTY (40) LINEAR FEET WITH SHRUBS, LAWN, OR OTHER VEGETATIVE GROUND COVER.

STREET	BUFFER WIDTH	TREES REQUIRED	TREES PROVIDED
S EISENMAN ROAD (496 L.F.)	7-FEET	12 TREES	9 TREES*
FREIGHT STREET (580 L.F.)	7-FEET	15 TREES	0 TREES**

*DUE TO EXISTING GAS PIPELINE EASEMENT AND PROPOSED INFILTRATION BASIN AT THE SOUTHEAST CORNER OF THE PROJECT, ALTERNATIVE COMPLIANCE IS REQUESTED BASED ON PLANTING OF ADDITIONAL CLASS 1, 2 AND 3 TREES ON THE INTERIOR OF THE SITE AND IN NORTH AND WEST BUFFERS.

**FREIGHT STREET TREES PERMITTED WITH ADJACENT PARCEL B: (13) TREES, (-2) TREES PROPOSED TO BE ELIMINATED FOR EAST ENTRY. MITIGATION FOR ELIMINATED TREES IS PROPOSED AS PART OF ALTERNATIVE COMPLIANCE REQUEST ABOVE.

SIDE AND REAR PERIMETER BUFFERS *(11-07-05-2-D-2 | 11-07-03-4-B)*
ONE (1) TREE PER FORTY (40) LINEAR FEET.

BUFFER SIDE	BUFFER WIDTH	TREES REQUIRED	TREES PROVIDED
NORTH (579 L.F.)	0-FEET	0 TREES	5 TREES
WEST (808 L.F.)	0-FEET	0 TREES	3 TREES

INTERIOR PARKING LOT *(11-07-05-2-E)*
ONE (1) TREE AND LOW SHRUBS, LAWN, OR OTHER VEGETATIVE GROUND COVER PER EACH INTERIOR PLANTER THAT SERVES A SINGLE ROW OF PARKING SPACES.

INTERIOR ISLANDS	TREES REQUIRED	TREES PROVIDED
SEVENTEEN (13) INTERIOR ISLANDS	13 TREES	13 TREES

TREE MITIGATION
NO TREES EXIST ON THE PROPERTY. REFER TO (**) ABOVE REGARDING STREET TREES PERMITTED WITH ADJACENT PARCEL B.

Sheet Notes:

A. REFER TO LANDSCAPE NOTES AND PLANT SCHEDULE SHEET L150.

Keynotes:

1. CLEAR VISION TRIANGLE PER ACHD AND CITY OF BOISE REQUIREMENTS.
2. DRY STREAM BED PER DETAIL 5/L150.
3. PLANTINGS PERMITTED WITH ADJACENT PARCEL B - SHOWN FOR REFERENCE ONLY.

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THE LAND GROUP

REVISIONS:

STATE OF IDAHO · DAVID DUPERAULT · LA-16876 · LICENSED LANDSCAPE ARCHITECT · 11.16.2023

BOISE GATEWAY INDUSTRIAL PARK

DESIGN REVIEW

BOISE GATEWAY IP - BUILDING 4

2500 EAST FREIGHT STREET
BOISE, ID 83716

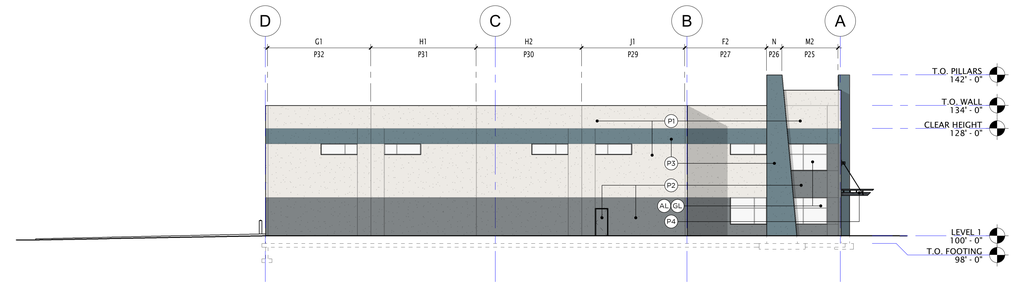
THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

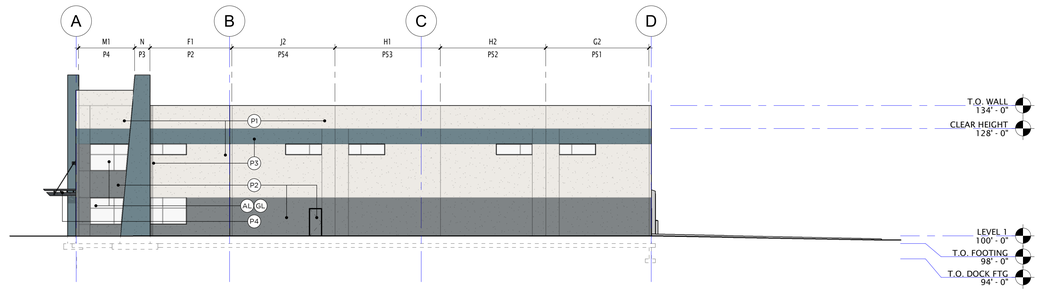
TLG PROJECT NO.:	123011.00
GSBS PROJECT NO.:	2023.005.00
ISSUED DATE:	11.16.2023

DESIGN REVIEW LANDSCAPE PLAN

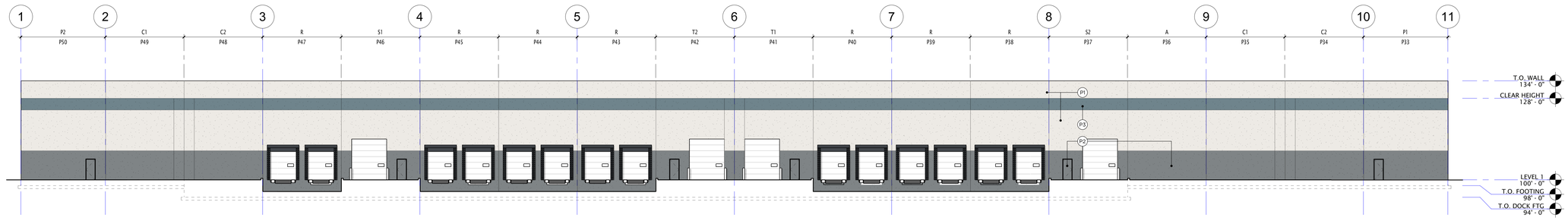
L100 | REV 0



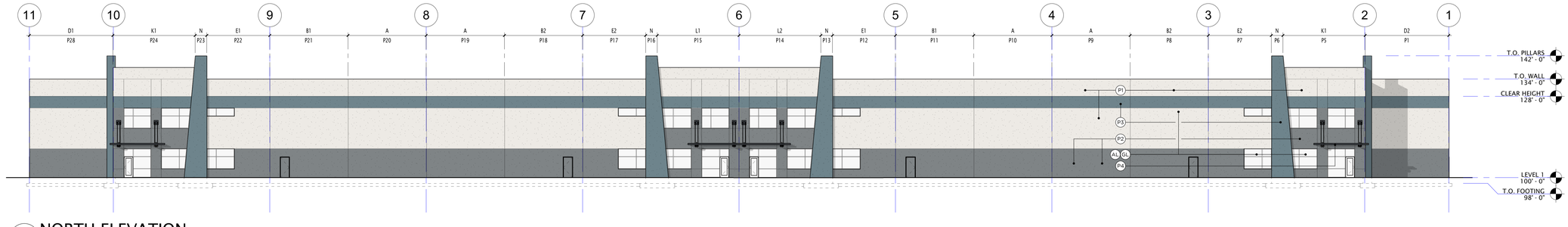
4 A201 EAST ELEVATION
1/16" = 1'-0"



3 A201 WEST ELEVATION
1/16" = 1'-0"



2 A201 SOUTH ELEVATION
1/16" = 1'-0"



1 A201 NORTH ELEVATION
1/16" = 1'-0"

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THE LAND GROUP

REVISIONS:

STATE OF IDAHO
JUSTIN WADE JACOBS
AR-984860
LICENSED ARCHITECT

P1 - SHERWIN WILLIAMS 8960 - "SNOW BALLET"
BASE BUILDING PAINT COLOR

P2 - SHERWIN WILLIAMS SW7074 - "SOFTWARE"
ACCENT ENTRY AND BASE COLOR

P3 - SHERWIN WILLIAMS SW9140 - "BLUSTERY SKY"
ACCENT PILLAR AND STRIPE COLOR

P4 - SHERWIN WILLIAMS SW7076 - "CYBERSPACE"
ENTRY TRELLIS COLOR

AL - CLEAR ANODIZED ALUMINUM STOREFRONT

GL - LOW-E COATED CLEAR INSULATED GLAZING

BOISE GATEWAY INDUSTRIAL PARK

DESIGN REVIEW

BOISE GATEWAY IP - BUILDING 4

2500 EAST FREIGHT STREET
BOISE, ID 83716

THE BOYER COMPANY

101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UT 84111

OWNER PROJECT NO.:
GSBS PROJECT NO.: 2023.005.00
ISSUED DATE: 11.15.2023

EXTERIOR ELEVATIONS

A201 REV

CAPITAL CITY DEVELOPMENT CORP

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V.
ACTION ITEMS

AGENDA BILL

Subject	Date
FY 2023 Financial Statements Audit Report	February 12, 2024

Staff Contact	Attachments
Joey Chen, Finance & Administration Director Holli Klitsch, Controller	1. Audit Committee Agenda 2. Independent Auditor's Communication with Those Charged with Governance 3. Independent Auditor's Report of the Agency's FY 2023 Financial Statements

Action Requested

Accept independent auditor Eide Bailly LLP's report of the Agency's FY 2023 financial statements and authorize distribution to all required entities.

Background

Each year the Agency is required to submit to an independent audit of its financial statements that is performed in accordance with generally accepted governmental auditing standards (Sections 67-450B and 50-2006(5)(c), Idaho Code).

Following Board acceptance, the report must be filed with the City of Boise, the Agency's "local governing body," and the State Controller's Office through the Local Government Registry Portal as required by Idaho Code Section 67-1076.

The Executive Committee – serving concurrently as the Board's Audit Committee – formally received this audit report from independent auditors Eide Bailly on February 7, 2024. The report was discussed with staff present and then with staff excused.

Fiscal Note

Per Engagement Letter, Eide Bailly estimated its fee to perform an independent audit of Agency FY 2023 financial statements to be $42,600.

Staff Recommendation

Accept the Eide Bailly audit report of Agency's FY 2023 financial statements and authorize staff to file the report with the required entities.

Suggested Motion

I move to accept independent auditor Eide Bailly's report of the Agency's Fiscal Year 2023 financial statements and authorize staff to deliver the audit report to all required entities.

Attachment 1

AUDIT COMMITTEE
AGENDA

Executive Committee serves concurrently as Audit Committee

11:00 – 11:15am Wednesday, February 7, 2024

1. **Call to Order.**
    - Chair Haney Keith
2. **FY 2023 Audit Report Presentation by independent auditor Eide Bailly, LLP.**
    - Kevin Smith, Audit Partner
3. **Discussion.**
    - Chair Haney Keith
4. **Audit Committee discussion with Independent Auditor.**
    - Chair Haney Keith
    - Agency staff dismissed
5. **Adjourn**

Noon: Board of Commissioners Regular Monthly Meeting

I. ACTION ITEM

C. CONSIDER Annual Independent Audit of FY 2023 Financial Statements
..... Kevin Smith, Eide Bailly (5 minutes)

EideBailly

CPAs & BUSINESS ADVISORS

Attachment 2

December 28, 2023

To the Board of Commissioners
Capital City Development Corporation
Boise, Idaho

We have audited the financial statements of Capital City Development Corporation (the Agency) as of and for the year ended September 30, 2023, and have issued our report thereon dated December 28, 2023. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our letter dated October 9, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Capital City Development Corporation solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

877 W. Main St., Ste. 800 | Boise, ID 83702-5858 | T 208.344.7150 | F 208.344.7435 | EOE

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Capital City Development Corporation is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the net pension liability and the deferred inflows/outflows of resources related to the net pension liability is based on actuarial estimates provided by Milliman to PERSI and the Schedule of Employer Allocations and Collective Pension Amounts provided by PERSI. This schedule was audited by independent auditors. We evaluated the key factors and assumptions used to develop the net pension liability in determining that it is a reasonable in relation to the basis financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Agency's financial statements relate to:

The disclosure of long-term debt in Note 5 to the financial statements discloses the long-term liabilities held by the Agency, as well as the related terms, and payment schedules.

The disclosure of employer pension assumptions in Note 6 to the financial statements is sensitive as this footnote supports the assumptions made and inputs used to determine the employer pension assumption.

The disclosures of commitments and significant contract agreements are in Note 8 and 9, respectively. These notes disclose possible future cash outflows that are or may be required of the Agency.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Agency's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify any circumstances that affect the form.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated December 28, 2023.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. We understand management consults with an outside CPA firm to perform accounting and reporting functions.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Agency, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, conditions affecting the entity, and plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Agency's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the Agency's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

However, in accordance with such standards, we have read the information and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Board of Commissioners and management of Capital City Development Corporation and is not intended to be and should not be used by anyone other than these specified parties.

Eide Bailly LLP

Boise, Idaho

Attachment 3

Financial Statements
September 30, 2023

Capital City Development Corporation

eidebailly.com

CAPITAL CITY DEVELOPMENT CORPORATION

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September 30, 2023

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EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

Board of Commissioners
Capital City Development Corporation
Boise, Idaho

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Agency, as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, schedule of employer's share of net pension liability (asset), and schedule of employer contributions as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management, and although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary

information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 28, 2023, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

Eide Bailly LLP

Boise, Idaho
December 28, 2023

This section of Capital City Development Corporation's (the Agency's) annual financial report is provided by the management in accordance with GASB requirements to assist the reader in identifying and reviewing key issues and financial activity for the fiscal year ending September 30, 2023. Since this discussion and analysis focuses on the current fiscal year's activities and is a summary, the reader is encouraged to review the financial statements and notes which follow this section to gain a complete understanding of the Agency's finances.

Financial Highlights

- The Agency's total assets and deferred outflows of resources exceeded its liabilities and deferred inflow of resources at the close of the fiscal year 2023 by $92,025,619. Of this total, $22,347,969 is invested in capital assets (net of debt).
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of $70,680,239, of which $69,657,928 is nonspendable, restricted, committed or assigned.
- During fiscal year 2023 the Agency's expenses were $31,858,725 compared to the $17,518,901 reported in 2022.
- Total revenues increased by $8,686,166. The change is mainly due to the facts that: (1) revenue allocation funds increased by $3,697,739; (2) parking revenue increased by $969,693 and (3) $3,459,702 increase in various reimbursements from Ada County Highway District (ACHD) and City of Boise for construction projects in River Myrtle/Old Boise district and Westside district.
- Interest and fees expense on long-term liabilities in governmental activities decreased by $178,905 compared with fiscal year 2022. The Agency also adopted GASB Statement No. 87, *Leases* in fiscal year 2022. The implementation of this standard requires recording interest payment related to leases. See Note 7 Leases for more details.
- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues continued to recover from pandemic in fiscal year 2023 with an increase of $969,693 to $8,979,252. Current year parking revenues exceeded pre-pandemic, fiscal year 2019's revenue level of $8,625,213. Revenue allocation funds increased 19% or $3,697,739 in fiscal year 2023 as compared to the prior year due to the increased property valuations and new construction in Agency urban renewal districts.

Overview of the Financial Statements

The format of this report allows the reader to examine combined financial statements to view the Agency as a whole (Agency-wide) as well as information on individual fund activities. This financial report consists of three parts: 1) Management Discussion and Analysis, 2) Basic Financial Statements, and 3) Required Supplementary Information. Viewing governmental activity both as a whole and by individual major fund gives the reader a broader perspective, increases the Agency's accountability and provides a more complete picture of the financial health and activities of the Agency. The Basic Financial Statements include two kinds of statements that present different views of the Agency: Government-Wide Financial Statements provide both long-term and short-term information about the Agency's overall financial status. Fund Financial Statements focus on individual parts of Agency activities and report the Agency's operations in more detail than the Government-Wide Statements. The Governmental Funds statements show how general government services such as urban renewal and parking were financed in the short-term as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of Required Supplementary Information that further explains and supports the information in the financial statements.

Figure A illustrates how the required parts of this annual report are arranged and relate to one another.

Figure A - Required Components of CCDC Annual Financial Report

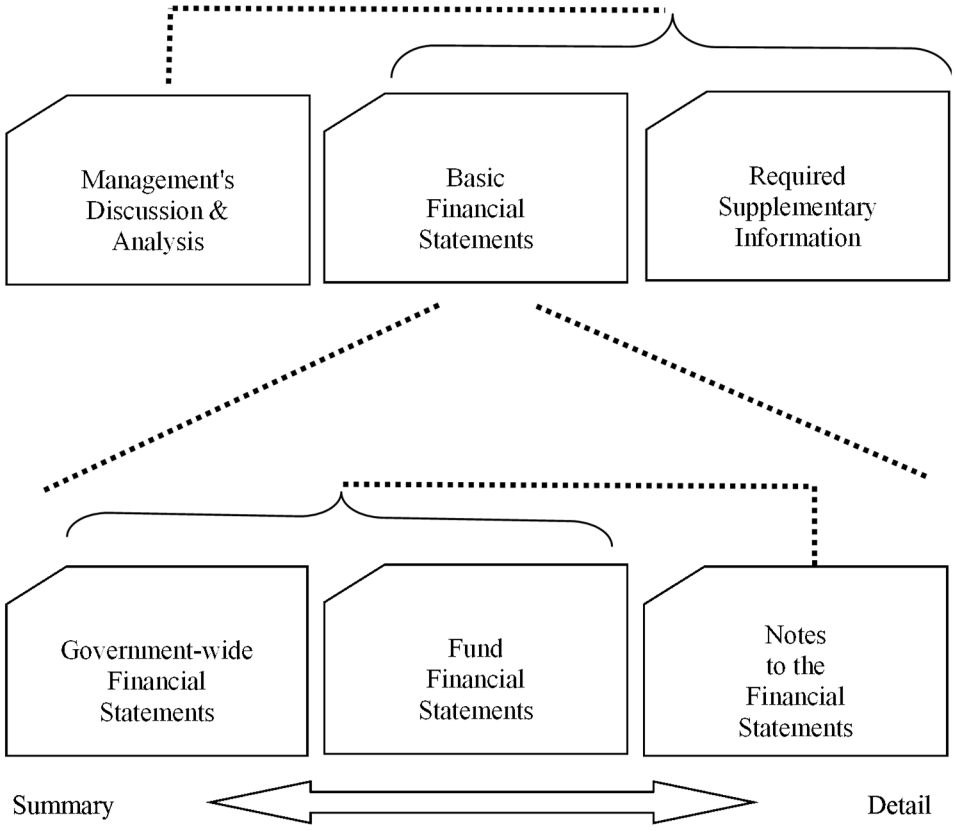

Figure B identifies the presentation of the Agency's financial statements.

Figure B - Major Features of CCDC's Government-Wide and Fund Financial Statements

	Government-Wide Statements	Governmental Funds
Scope	Entire Agency government (except fiduciary funds) and Agency's component units	The activities of the Agency that are not proprietary such as urban renewal
Required financial statements	Statements of: Net Position Activities	Balance sheet Statement of revenues, expenditures and changes in fund balances
Accounting basis / measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus
Type of asset / liability information	All assets and liabilities, both financial and capital and short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included
Type of inflow / outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year, expenditures when goods or services have been received payment is due during the year or soon thereafter

The remainder of this overview section of Management's Discussion and Analysis explains the structure and content of each of the statements.

Government-Wide Financial Statements

Government-wide financial statements for the Agency are designed to parallel more closely the reporting used in private-sector businesses, in that all governmental activities are reported using the same basis of accounting (accrual), and that the statements include a total column to provide information on the Agency as a whole. These statements are designed to better portray the fiscal position of the Agency relative to the prior year.

The Statement of Net Position provides information on all of the Agency's assets and deferred outflows, and liabilities and deferred inflows, with the difference reported as net position. Historical trending of the net position can provide a useful indicator as to whether the financial position of the Agency is improving or declining. The Agency's principal physical assets are land and parking structures.

The Statement of Activities provides information showing changes made to the Agency's net position during fiscal year 2023. Financial activity shown on this statement is reported on an accrual basis (at the time the underlying event causing the change occurs, rather than at the time the cash flows happen). Thus revenue and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods. All of the year's revenues and expenses are accounted for in the Statement of Activities. The Agency's principal activities relate to planning and facilitation of quality private development, public infrastructure improvements, operation of the downtown parking system, and issuance of debt financing for larger strategic projects. The Agency's program operation, urban renewal activities and parking system operation are included in the governmental activities. The individual district activities are tracked separately and combined for reporting purposes.

Fund Financial Statements

The focus of the Fund Financial Statements is to provide more detailed information about the Agency's major funds rather than the previous focus on fund types or on the Agency as a whole. A fund is a self-balancing set of accounts that is used to keep track of specific revenues and expenditures related to certain activities or objectives. Some funds are required by State law and some stipulated by bond policies. Operational funds are established by the Board of Commissioners for appropriations and management purposes. All of the Agency's funds are Governmental funds.

Governmental funds use modified accrual accounting, which measures current economic resources and focuses on changes to the current financial resources. This method is useful in evaluating the Agency's short-term financial resources. Supplemental information following some of the included statements further addresses long-term issues and variances with the Government-wide statements. The Agency maintains eight Governmental funds: State Street District Revenue Allocation Fund (urban renewal activities), River-Myrtle/Old Boise District Revenue Allocation Fund (urban renewal activities), Westside District Revenue Allocation Fund (urban renewal activities), 30th Street District Revenue Allocation Fund (urban renewal activities), Shoreline District Revenue Allocation Fund (urban renewal activities), Gateway East District Revenue Allocation Fund (urban renewal activities), Parking Fund (parking system activities), and the General Fund.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the information provided in the government-wide and fund financial statements.

Agency-Wide Financial Analysis

Table 1 reflects the condensed fiscal year 2023 and fiscal year 2022 Statement of Net Position. Increases or decreases in Net Position value may vary significantly with variations in debt service payments, the timing of large public improvement projects, or the purchase or sale of land, buildings, and parking facilities. The Agency's total Net Position increased $6,743,844 during fiscal year 2023.

Table 1
Statement of Net Position
As of September 30, 2023 and 2022

	2022	2023	Percent Change 2022-2023
Current and Other Assets	$ 89,370,934	$ 106,196,833	18.8%
Capital Assets	25,018,360	24,568,055	(1.8%)
Total Assets	114,389,294	130,764,888	14.3%
Deferred Outflows of Resources	878,574	706,123	(19.6%)
Other Liabilities	3,264,135	4,180,231	28.1%
Long-term Liabilities	3,802,793	3,315,890	(12.8%)
Total Liabilities	7,066,928	7,496,121	6.1%
Deferred Inflows of Resources	22,919,165	31,949,271	39.4%
Net Position			
Net Investment in Capital Assets	22,278,302	22,347,969	0.3%
Restricted	62,023,163	68,655,339	10.7%
Unrestricted	980,310	1,022,311	4.3%
Total Net Position	$ 85,281,775	$ 92,025,619	7.9%

Twenty-four percent of the Agency's net position is invested in Capital Assets (i.e. land, buildings, equipment, parking facilities, right-to-use leased assets net of related long-term liabilities). Seventy-four percent of net position is considered restricted through state statutes with the remaining balance of net position to provide for ongoing obligations and subsequent year activities.

Table 2 provides a summary of the Agency's operations for the fiscal year ended September 30, 2023. Prior year data is presented for comparison purposes.

Table 2
Statement of Activities
For Years Ended September 30, 2023 and 2022

	2022	2023	Percent Change 2022-2023
Revenues			
Program Revenues			
Charges for Services	$ 702,643	$ 304,534	(56.7%)
Operating Grants and Contributions	1,762,959	5,222,661	196.2%
Parking	8,009,559	8,979,252	12.1%
Total Program Revenue	10,475,161	14,506,447	38.48%
General Revenue			
Property Tax Increment	19,372,947	23,070,686	19.1%
Unrestricted Investment Earnings	68,295	1,025,436	1401.5%
Total Revenues	29,916,403	38,602,569	29.03%
Expenses			
Program Expenses			
Community Development	13,352,603	28,226,164	111.4%
Interest on Long-Term Debt	203,980	25,075	(87.7%)
Parking Facilities	3,962,318	3,607,486	(9.0%)
Total Program Expenses	17,518,901	31,858,725	81.9%
Increase in Net Position	12,397,502	6,743,844	(45.6%)
Net Position - Beginning	72,884,273	85,281,775	17.0%
Net Position - Ending	$ 85,281,775	$ 92,025,619	7.9%

Revenues: *Charges for Services* include lease revenues from the Ada County Courthouse Corridor Project and from properties held for redevelopment in Westside District, and from leasing activities in parking fund. *Operating Grants and Contributions* include various reimbursements from construction projects. *Parking* includes proceeds generated from operating the public parking garages. *General Revenues* include property tax increment and earnings on investments. Overall, total Agency revenues increased $8,686,166 compared with the prior year. Tax increment revenues increased $3,697,739 compared to fiscal year 2022, due to the increase in property valuations and new construction in Agency urban renewal districts. Parking revenues continued to recover from pandemic in fiscal year 2023 with an increase of $969,693 to $8,979,252. Current year parking revenues exceeded pre-pandemic, fiscal year 2019's revenue level of $8,625,213.

Expenses: *Community Development* includes the general expenses of the Agency related to fulfilling its mission. *Interest on Long-Term Liabilities* includes the interest portion of payments related to long-term financing arrangements and lease related activities. *Parking Facilities* includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2023 increased by $14,339,824.

Budgetary Highlights

The fiscal year 2023 budget was amended once during the year. The budget was decreased for amounts related to the timing of capital improvement projects that were continued into the next fiscal year or for capital improvement projects that were added, deleted or modified during the fiscal year.

Capital Assets

Tables 3 and 4 present the Agency's Capital Assets. During fiscal year 2023, the Agency completed several projects that started in prior year in Agency-owned garages. Therefore, a total of $339,529 is recorded as transfers from construction in progress to improvements other than buildings and equipment. These projects are: ParkBOI Handrail and Guardrail Update, Electric Vehicle Garage Project, and Microsoft 365 Migration Project.

Starting in fiscal year 2022, the Agency adopted GASB Statement No. 87, *Leases*. The implementation of this standard requires recording and disclosing right-to-use lease assets. As of September 30, 2023, a total of $2,038,845 is recorded as right-to-use lease assets, net of accumulated amortization.

Table 3
Capital Assets Net of Depreciation

	2022	2023	Total Dollar Change 2022-2023
Land	$ 3,438,944	$ 3,438,944	$ -
Construction in Progress	382,346	889,792	507,446
Building, Improvements and Equipment, net	18,597,573	18,200,474	(397,099)
Right-to-Use Leases Assets, net	2,599,497	2,038,845	(560,652)
Total Capital Assets	$ 25,018,360	$ 24,568,055	$ (450,305)

See Note 4 to the financial statements.

Table 4
Major Capital Additions during Fiscal 2023

Beginning Balance	$ 25,018,360
Capital Additions:	
Construction in Progress	846,975
Buildings, Improvements and Equipment	221,112
Total Capital Additions	1,068,087
Current Year Depreciation	(957,740)
Current Year Amortization	(560,652)
Ending Balance	$ 24,568,055

Long-Term Liabilities

Table 5 summarizes the principal amounts of the Agency's Long-Term Liabilities (See also Note 5 – Long-Term Liabilities). The changes in Long-Term Liabilities represent the principal payments on those liabilities.

Starting in fiscal year 2022, the Agency adopted GASB Statement No. 87, *Leases*. The implementation of this standard requires recording and disclosing lease liabilities. As of September 30, 2023, a total of $2,220,086 is recorded as long-term liabilities.

Table 5
Long-Term Liabilities

Activity	2022	2023	Total Dollar Change 2022-2023
Leases	$ 2,740,057	$ 2,220,086	$ 519,971
Total	$ 2,740,057	$ 2,220,086	$ 519,971

See Note 5 to the financial statements.

Economic Factors

CCDC, the urban renewal agency for Boise City, creates a five-year, fiscally responsible Capital Improvement Plan (CIP) as a predictable framework to collaborate with agencies and community partners to achieve economic and redevelopment goals that align with the long-term vision for City of Boise. The CIP is built in conjunction with the one-year budget to allocate limited resources by district to various capital improvement projects and participation program agreements. The plan is evaluated and revised periodically to make necessary adjustments as conditions change.

Highlights of each urban renewal district are as follows:

The River-Myrtle / Old Boise (RMOB) district is fast approaching its statutory termination year. CCDC's current 5-Year CIP, FY2024-28, encompasses RMOB's final two years and programs all projected revenues for a variety of public investments, working with partners and independently. The Broadstone Saratoga, a mixed-use development project with 334 apartment units and ground floor commercial space, encompasses a full city block in the RMOB district, bounded by 12th and 13th Streets to the east and west, and Grove and Front Streets to the north and south. Construction is underway and is expected to complete in fall 2024. The Broadstone Saratoga will be a great addition to the RMOB district. Three significant place-making and infrastructure projects in the district are (1) Old Boise Blocks Reinvestment and Visioning, a multi-block improvement project that covers eight city blocks along the east end of Grove Street, adjacent to Boise's downtown core, with focus given to Grove Street itself between 3rd and 5th Street; (2) Rebuild Linen Blocks on Grove Street, a project that will make catalytic infrastructure improvements on Grove Street between 10th and 16th Streets; and (3) 521 Grove Street – Public Space. This is a partnership between CCDC, Boise Parks and Recreation, and the Boise City Department of Arts & History to bring a new public space to downtown that celebrates the multicultural history of the Old Boise Neighborhood. These projects are community-driven. They support economic vitality and stronger, more connected neighborhoods.

The Westside district will sunset one year after RMOB, at the end of fiscal year 2026. On the corner of 12th Street and Idaho Street, The 12th and Idaho project is under construction. Upon completion in summer of 2025, this mixed-use building will be the second tallest building in Idaho, with 26 floors, 298 residential units and ground floor retail space. CCDC used Requests for Proposals for the Brady Blocks (Block 68), the area around 11th & State streets. In December 2021, Edlen & Company's proposal for disposition was selected by our Board. This Block 68 Catalytic Redevelopment Project will be transforming this area with workforce housing, mixed-use residential and mobility hub in the near future. Along Grove Street, two hotels, The Sparrow and Hotel Renegade, are currently under construction and they are expected to complete in spring 2024. These two hotels, upon completion, will add about 190 hotel rooms to the downtown area. Rebuild 11th Street Blocks, one of the biggest infrastructure projects in the district history, broke ground in summer 2022 and is near completion. This project combines the installation of bikeway infrastructure with streetscape improvements to realize plans by the City of Boise 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 districts with the improvements extending into RMOB with the continuation from Grove Street to River Street.

The 30th Street district, home to the West End Neighborhood, Esther Simplot Park, Quinn's Pond, and the Whitewater Park, has experienced tremendous revitalization in the nearly 10 years since it was established. This district is positioned to welcome an even broader range of housing options, employment, as well as neighborhood services and amenities. Currently one of the most significant and impactful projects is West End Water Renewal – a collaborative effort brought together by CCDC with City of Boise Public Works Department and various developers. Construction is

underway on the lift station site with an anticipated completion date of fall 2024. Upon completion, the project will include a new regional lift station, a 530-foot pressurized discharge pipe, and approximately one mile of new or replaced gravity sewer lines. Once all built, it's expected to serve 2,500 units of residential housing.

Agency's three newer urban renewal districts: Gateway East – the Agency's first industrial-focused, non-urban district, Shoreline and State Street. Gateway East, located along I-84 between Micron and the Boise Airport, is going strong due to its abundant, multi-mode transportation access and land availability. Some of the large projects in this area include: (1) Red River Logistics and Commerce Centers – the project contemplates concurrent development on two sites, one at 951 E Gowen Road for the Logistics Center and one at 7031 S Eisenman Road for the Commerce Center. In total, it will consist of nearly 1.3 million square feet of Class A industrial space designed to accommodate a wide range of uses including distribution, manufacturing, office, R&D, warehouse, storage, and other industrial uses. (2) AZEK Boise Manufacturing – this project is located at 1001 East Gowen Road, the former Shopko facility and has established a manufacturing facility and distribution center in the West. CCDC attended the ribbon cutting ceremony at AZEK in fall 2022 and toured the beautiful facility.

Shoreline district, straddling the Boise River between Capitol Boulevard west to the Connector, is less a blank slate. Even with comparatively limited potential, it is an extraordinary location along the river and proximate to downtown that will attract high-caliber, urban development. A notable project in this area is the Capitol Student Housing project at 818 Ann Morrison Park Drive – a planned mixed-use development comprised of a five-story building with 91 residential units, structured parking and ground floor commercial space. Construction is underway with a target completion date of June 2024.

The Agency and the City of Boise established the State Street Urban Renewal District in November 2021. This new urban renewal district is to promote compact, mixed-use, mixed-income development along State Street between 27th Street and Horseshoe Bend Road and is supportive of and supported by transit. The district has a base valuation year of 2021 and an expiration date of December 31, 2041. This newest district of the Agency already had its first ground-breaking ceremony this summer for Wilson Station (formerly known as State and Arthur Apartments). This is a mixed-use affordable housing development comprised of 102 multi-family units and ground-floor commercial space. Wilson Station advances several objectives from the State Street District Plan – including (1) creating affordable housing; (2) reusing vacant land; (3) encouraging compact development with no surface parking as part of the project; and (4) improving pedestrian and cycling safety and experience with detached sidewalks, improved pedestrian crossings, and a multi-use pathway.

The Agency remains actively engaged with private developers and public agencies to make judicious use of its highly sought-after, catalytic, but limited, resources. CCDC has a distinguished record of and will continue to play a supporting yet indispensable role in the viability of many of the projects that have made this the city's premier era of growth and development.

Further Information Available

This financial report provides citizens, its governing board, appointing and confirming authorities, public and private partners, investors, creditors and legislators with an independent review of Agency finances. Contact Capital City Development Corporation at 121 N. 9th Street, Suite 501, Boise, Idaho 83702, 208-384-4264 (voice), www.ccdcboise.com with questions, comments or for additional information.

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Governmental Activities
ASSETS	
Cash and investments	$ 63,953,835
Receivables	
Accounts receivable	733,304
Interest receivable	94,724
Taxes receivable	31,284,983
Lease receivable	652,148
Prepaids and deposits	15,589
Restricted cash	506,592
Property held for resale or development	8,955,658
Capital assets	
Land, non-depreciable	3,438,944
Construction in progress, non-depreciable	889,792
Buildings, improvements, and equipment, net of accumulated depreciation	18,200,474
Right-to-use leased assets, net of accumulated amortization	2,038,845
TOTAL ASSETS	130,764,888
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pensions	706,123
TOTAL DEFERRED OUTFLOWS OF RESOURCES	706,123
LIABILITIES	
Accounts payable	3,291,894
Accrued liabilities	217,608
Advanced revenues	47,683
Refundable deposits	45,000
Long-term debt	
Current portion of lease liabilities	578,046
Long-term portion of lease liabilities	1,642,040
Net pension liability	1,673,850
TOTAL LIABILITIES	7,496,121
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenue - property tax	31,284,983
Deferred inflows related to leases	629,426
Deferred inflows related to pensions	34,862
TOTAL DEFERRED INFLOWS OF RESOURCES	31,949,271
NET POSITION	
Net investment in capital assets	22,347,969
Restricted	68,655,339
Unrestricted	1,022,311
TOTAL NET POSITION	$ 92,025,619

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2023

Functions / Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Governmental activities					
Community development	$ 28,226,164	$ 304,534	$ 5,222,661	$ -	$ (22,698,969)
Interest on long-term liabilities	25,075	-	-	-	(25,075)
Parking facilities	3,607,486	8,979,252	-	-	5,371,766
Total	$ 31,858,725	$ 9,283,786	$ 5,222,661	$ -	(17,352,278)
General revenues:					
Property tax increment					23,070,686
Unrestricted investment earnings					1,025,436
Total general revenues					24,096,122
Change in net position					6,743,844
Net position, Beginning of Year					85,281,775
Net position, End of Year					$ 92,025,619

CAPITAL CITY DEVELOPMENT CORPORATION
BALANCE SHEET – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund
ASSETS				
Cash and investments	$ 1,201,565	$ 26,228,713	$ 8,227,643	$ 2,907,803
Accounts receivable	5,482	406,690	244,742	-
Interest receivable	94,724	-	-	-
Taxes receivable	-	14,459,113	5,339,029	1,561,201
Leases receivable	-	-	-	-
Prepaids	339	15,250	-	-
Restricted cash	-	-	-	-
Property held for resale or development	-	1,803,331	7,152,327	-
	$ 1,302,110	$ 42,913,097	$ 20,963,741	$ 4,469,004
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable	$ 61,852	$ 924,605	$ 1,668,972	$ 7,678
Accrued liabilities	217,608	-	-	-
Advanced revenues	-	-	-	-
Refundable deposits	-	-	45,000	-
Total liabilities	279,460	924,605	1,713,972	7,678
DEFERRED INFLOW OF RESOURCES				
Unavailable- property tax	-	14,459,113	5,339,029	1,561,201
Deferred Inflows related to lease liabilities	-	-	-	-
Total deferred inflows	-	14,459,113	5,339,029	1,561,201
FUND BALANCES				
Nonspendable	339	1,818,581	7,152,327	-
Restricted	-	25,710,798	6,758,413	2,900,125
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	1,022,311	-	-	-
Total fund balances	1,022,650	27,529,379	13,910,740	2,900,125
	$ 1,302,110	$ 42,913,097	$ 20,963,741	$ 4,469,004

See Notes to Financial Statements

CAPITAL CITY DEVELOPMENT CORPORATION
BALANCE SHEET – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

Shoreline District RA Fund	Gateway East District RA Fund	State Street District RA Fund	Parking Fund	Total Governmental Funds
$ 1,231,331	$ 6,605,924	$ 768,743	$ 16,782,113	$ 63,953,835
-	-	-	76,390	733,304
-	-	-	-	94,724
825,685	7,539,731	1,560,224	-	31,284,983
-	-	-	652,148	652,148
-	-	-	-	15,589
-	-	-	506,592	506,592
-	-	-	-	8,955,658
$ 2,057,016	$ 14,145,655	$ 2,328,967	$ 18,017,243	$ 106,196,833
$ -	$ -	$ -	$ 628,787	$ 3,291,894
-	-	-	-	217,608
-	-	-	47,683	47,683
-	-	-	-	45,000
-	-	-	676,470	3,602,185
825,685	7,539,731	1,560,224	-	31,284,983
-	-	-	629,426	629,426
825,685	7,539,731	1,560,224	629,426	31,914,409
-	-	-	-	8,971,247
1,231,331	6,605,924	768,743	6,530	43,981,864
-	-	-	500,000	500,000
-	-	-	16,204,817	16,204,817
-	-	-	-	1,022,311
1,231,331	6,605,924	768,743	16,711,347	70,680,239
$ 2,057,016	$ 14,145,655	$ 2,328,967	$ 18,017,243	$ 106,196,833

CAPITAL CITY DEVELOPMENT CORPORATION

RECONCILIATION OF NET POSITION IN THE STATEMENT OF NET POSITION TO THE FUND BALANCE IN THE BALANCE SHEET

SEPTEMBER 30, 2023

Amounts reported for *governmental activities* in the Statement of Net Position are different because:

Total fund balance		$70,680,239
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		
Cost of land	3,438,944	
Cost of construction in progress	889,792	
Cost of buildings, improvements, equipment and artwork	36,277,349	
Accumulated depreciation	(18,076,875)	22,529,210
Right-to-use asset related to leases	3,160,149	
Accumulated deprecation on right-to-use assets	(1,121,304)	2,038,845
Long-term liability is not due and payable in the current period and therefore is not reported in the funds.		
Net pension liability	(1,673,850)	(1,673,850)
Long-term liability is not due an dpayable in the current period and therefore is not reported in the funds.		
Lease liability - current portion	(578,046)	
Lease liability - long-term portion	(1,642,040)	(2,220,086)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.		
Deferred outflows of resources related to pensions:		
Net difference between projected and actual investment earnings on pension plan investments	157,115	
Changes of assumptions	165,746	
Contributions made subsequent to measurement date	54,604	
Changes in proportionate share	41,747	
Differences between expected and actual experience	286,911	706,123
Deferred inflows of resources related to pensions:		
Changes in proportionate share	(34,862)	(34,862)
Net position for governmental activities		$92,025,619

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2023

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th District RA Fund
REVENUES				
Lease	$ -	$ 111,212	$ 44,406	$ -
Interest	64,543	403,395	133,089	35,416
Unrealized loss on investments	1,565	33,640	10,170	3,129
Other	100,007	2,401,698	2,713,846	-
Parking	-	102,290	12,280	-
Revenue allocation funds	-	11,736,842	4,252,488	1,223,825
Total revenues	166,115	14,789,077	7,166,279	1,262,370
EXPENDITURES				
Administrative expenses	3,052,879	-	-	-
Operating expenses	513,187	186,881	302,343	500
Capital outlay and related expenses	42,916	12,247,283	8,644,766	105,209
Debt service - principal	148,482	371,489	-	-
Debt service - interest	21,258	3,817	-	-
Total expenditures	3,778,722	12,809,470	8,947,109	105,709
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,612,607)	1,979,607	(1,780,830)	1,156,661
OTHER FINANCING SOURCES (USES)				
Interfund transfers	3,653,863	(1,502,223)	(728,136)	(155,524)
Gain (loss) on sale of properties held for resale	-	(2,011,840)	-	-
Total other financing sources (uses)	3,653,863	(3,514,063)	(728,136)	(155,524)
NET CHANGE IN FUND BALANCES	41,256	(1,534,456)	(2,508,966)	1,001,137
FUND BALANCES, BEGINNING OF YEAR	981,394	29,063,835	16,419,706	1,898,988
FUND BALANCES, END OF YEAR	$ 1,022,650	$ 27,529,379	$ 13,910,740	$ 2,900,125

See Notes to Financial Statements

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2023

Shoreline District RA Fund	Gateway East District RA Fund	State Street District RA Fund	Parking Fund	Total Governmental Funds
$ -	$ -	$ -	$ 148,916	$ 304,534
14,205	71,495	5,116	219,945	947,204
1,565	7,823	782	19,558	78,232
-	-	-	7,110	5,222,661
-	-	-	8,864,682	8,979,252
546,121	4,438,513	872,897	-	23,070,686
561,891	4,517,831	878,795	9,260,211	38,602,569
-	-	-	-	3,052,879
-	-	478	2,551,216	3,554,605
25,674	273,226	-	1,181,825	22,520,899
-	-	-	-	519,971
-	-	-	-	25,075
25,674	273,226	478	3,733,041	29,673,429
536,217	4,244,605	878,317	5,527,170	8,929,140
(95,435)	(265,098)	(109,574)	(797,873)	-
-	-	-	-	(2,011,840)
(95,435)	(265,098)	(109,574)	(797,873)	(2,011,840)
440,782	3,979,507	768,743	4,729,297	6,917,300
790,549	2,626,417	-	11,982,050	63,762,939
$ 1,231,331	$ 6,605,924	$ 768,743	$ 16,711,347	$ 70,680,239

CAPITAL CITY DEVELOPMENT CORPORATION

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

YEAR ENDED SEPTEMBER 30, 2023

Amounts reported for *governmental activities* in the Statement of Activities are different because:

Net change in fund balances - total governmental funds		$ 6,917,300
Capital outlays are reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Capital outlay	1,068,087	
Depreciation and amortization	(957,740)	110,346
Amortization	(560,652)	(560,652)
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but a reduction of long-term liabilities in the statement of net position. In addition, interest expense is not recognized in the governmental funds until it is legally due, but is recognized when incurred and payable in the Statement of Activities.		
Lease principal payments	519,971	519,971
In the Governmental funds, pension contributions are considered an expense, while on the Statement of Activities the contributions are considered a deferred outflow because they are made subsequent to the measurement date. The cost of pension benefits earned net of employee contribution is reported as pension expense.		
Adjustments to pension contribution	213,647	
Pension expense related to net pension liability	(456,768)	(243,121)
Changes in net position of governmental activities		$ 6,743,844

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

Capital City Development Corporation (the Agency) is an urban renewal agency created by the City of Boise (the City) under the Idaho Urban Renewal Law of 1965, as amended, and is an independent public body, corporate and politic. The Agency provides urban renewal services to the City of Boise and its citizens but is not a component unit of the City. The commissioners are appointed by the Mayor and approved by City Council. These statements present only the funds and account groups of the Agency in conformity with generally accepted accounting principles.

Urban Renewal Districts

The Agency currently has five urban renewal districts: River Myrtle/Old Boise District, Westside District, 30th Street District, Shoreline District, and Gateway East District.

River Myrtle/Old Boise District – the City's largest district, was established in 1996 and will end in fiscal year 2025.

Westside District – was established in 2003 and will end in fiscal year 2026.

30th Street District –was established in 2014 and will end in fiscal year 2033.

Shoreline District –was established in 2019 and will end in fiscal year 2039.

Gateway East District –was established in 2019 and will end in fiscal year 2039.

State Street District – was established in 2022 and will end in fiscal year 2042.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position) report information on all of the non-fiduciary activities of the Agency. For the most part, the effect of inter-fund activity has been removed from these statements. The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use, or directly benefit from goods, service or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not properly included among program revenues are reported instead as general revenues. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Agency considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

The Agency reports the following major governmental funds:

River Myrtle/Old Boise District Revenue Allocation Special Revenue Fund – The River Myrtle/Old Boise District accounts for the revenues derived from the revenue allocation area within the River Myrtle/Old Boise District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

Westside Revenue District Allocation Special Revenue Fund – The Westside District accounts for the revenues derived from the revenue allocation area within the Westside District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

30th Street District Revenue Allocation Special Revenue Fund - The 30th Street District accounts for the revenues derived from the revenue allocation area within the 30th Street District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

Shoreline District Revenue Allocation Special Revenue Fund - The Shoreline District accounts for the revenues derived from the revenue allocation area within the Shoreline District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

Gateway East District Revenue Allocation Special Revenue Fund - The Gateway East District accounts for the revenues derived from the revenue allocation area within the Gateway East District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

State Street District Revenue Allocation Special Revenue Fund - The State Street District accounts for the revenues derived from the revenue allocation area within the State Street District and was established as a funding mechanism to provide public infrastructure improvements. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

Parking Special Revenue Fund – This fund includes the parking activities of the Agency's five structure public parking facilities and the 250 parking spaces acquired at 11th & Front garage in fiscal year 2018. The five structure public parking facilities are: Capitol & Main garage (formerly Capitol Terrace), 9th & Front garage (formerly City Centre), 9th & Main garage (formerly Eastman), 10th & Front garage (formerly Grove Street) and Capitol & Myrtle garage (formerly Myrtle Street). The revenues of the Parking Fund are pledged to support the operations of the Fund. Net parking revenues are otherwise unrestricted and are available for general Agency use.

General Fund – This fund includes the personnel costs for Agency staff, general office operations as well as downtown-wide activities and program delivery.

As mentioned the effect of inter-fund activity has generally been eliminated from the government-wide financial statements. Amounts reported as program revenues include: 1) charges for services, or privileges provided, 2) operating grants and contributions (which includes various reimbursements), and 3) capital grants and contributions (which includes reimbursement from Ada County for the Courthouse Corridor development project). Internally dedicated resources are reported as general revenues rather than as program revenues. When applying revenues to a program for which unrestricted and restricted revenues are used, restricted revenues are applied first.

Cash and Investments

Cash represents all cash on hand and in banks. Investments with original maturities of three months or less from the date of acquisition are also considered cash and cash equivalents. Restricted cash consist of cash restricted through Board resolution for emergency repairs related to the Agency's parking system.

Investments

Investments are stated at fair value, as determined by quoted market prices, except for any certificates of deposit, which are non-participating contracts, and are therefore carried at amortized cost. Interest earned is allocated on a basis of average investment balance. Idaho Code provides authorization for the investment of funds as well as to what constitutes an allowable investment. The Agency policy for investment of idle funds is consistent with Section 50-1013, Idaho Code.

Idaho Code limits investments of public funds to the following general types:

Certain revenue bonds, general obligation bonds, local improvement district bonds and registered warrants of state and local governmental entities.

Time deposit accounts, tax anticipation and interest-bearing notes.

Bonds, treasury bills, debentures, or other similar obligations of the United States Government and United States Government Agencies.

Repurchase agreements secured by the above.

Custodial Credit Risk

For deposits and investments, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Agency will not be able to recover the value of its deposits, investments or collateral securities that are in the possession of an outside party. The Agency limits its investments to institutions that are registered with the State of Idaho Department of Finance that adhere to the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). Non-bank broker/dealer firms and individuals doing business with the Agency must be registered with the National Association of Securities Dealers.

At year end, the carrying amount of the Agency's deposits were $42,763,921 and the bank balance was $42,910,759. Of the bank balance, $250,000 was covered by federal depository insurance; in addition Federal Home Loan Bank of Cincinnati issued a letter of credit that would allow the Agency to draw up to $55,000,000 or the amount of the deposit balance, in the event of bank default. All cash is held in national financial institutions located in Ada County.

Concentration of Credit Risk

Per GASB Statement No. 40, *Concentration of Credit Risk* is defined as the risk of loss attributed to the magnitude of a government's investment in a single issuer. The Agency's policy is to avoid concentration in securities from a specific issuer or business sector other than U.S. Securities. However, the policy does not specifically limit the concentration in any single issuer. No single issuer exceeded 5% of the Agency's total investments.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely impact the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. The weighted average maturity of the Local Government Investment Pool is 121 days as of September 30, 2023.

Property Taxes (Tax Increment Revenue) Receivable

Property taxes are recognized as revenue when the amount of taxes levied is measurable, and proceeds are available to finance current period expenditures.

Available tax proceeds include property tax receivables expected to be collected within sixty days after year end. Property taxes attach as liens on properties on January 1, and are levied in September of each year. Tax notices are sent to taxpayers during November, with tax payments scheduled to be collected on or before December 20. Taxpayers may pay all or one half of their tax liability on or before December 20, and if one half of the amount is paid, they may pay the remaining balance by the following June 20. Since the Agency is on a September 30 fiscal year end, property taxes levied during September for the succeeding year's collection are recorded as unearned revenue at the Agency's year end and recognized as revenue in the following fiscal year. Ada County bills and collects taxes for the Agency.

The Agency received property taxes during the current fiscal year in the amounts of $11,736,842 from the River-Myrtle/Old Boise District, $4,252,488 from the Westside District and $1,223,825 from 30th Street District, $546,121 from Shoreline District, $4,438,513 from Gateway East District, and $872,897 from State Street District.

Accounts Receivable

The Agency provides credit based on contractual agreements in the normal course of business. An allowance for doubtful accounts is based on management's review of the outstanding receivables, historical collection information and existing economic conditions. Accounts receivable are past due based on the terms of the contracts and interest is charged on overdue receivables on a case-by-case basis as allowed by the contracts. Based on management's review of accounts receivable, no allowance was deemed necessary as of September 30, 2023.

Lease Receivables

Lease receivables are recorded by the Agency as the present value of future lease payments expected to be received from the lessee during the lease term, reduced by any provision for estimated uncollectible amounts. Lease receivables are subsequently reduced over the life of the lease as cash is received in the applicable reporting period. The present value of future lease payments to be received are discounted based on a borrowing rate determined by the Agency.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000. Assets are recorded at historical costs or estimated historical cost if purchased or constructed. Donated capital assets are valued at their estimated acquisition value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the assets lives are not capitalized.

Depreciation is computed using the straight-line method, over the estimated useful lives of the assets as follows:

	Estimated Useful Life (Years)
Buildings	30 - 45
Improvements	10 - 45
Parking equipment	7
Office furniture and equipment	3 - 10

Right-to-use leased assets are recognized at the lease commencement date and represent the Agency's right-to-use an underlying asset for the lease term. Right-to-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to please the lease asset into service. Right-to-use leased assets are amortized over the lease term using the straight-line method. The amortization period varies from 3 to 10 years.

Property Held for Resale or Development

Property held for resale or development includes several properties in the River Myrtle/Old Boise and Westside Districts and reflected in the accompanying balance sheets. In furtherance of the Agency's purpose of redeveloping downtown Boise, these properties may be disposed of for consideration that is substantially less than carrying value.

Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Lease Liabilities

Lease liabilities represent the Agency's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the lease commencement date based on the present value of future lease payments expected to be made during the lease term. The present value of lease payments are discounted based on a borrowing rate determined by the Agency.

Deferred Outflows/Inflows of Resources and Unavailable Revenue

In addition to assets, the Statement of Financial Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until then. The Agency has one item that qualify for reporting in this category. The item is the deferred inflows related to pensions reported in the Government-Wide Statement of Net Position. See Note 6 for details of deferred inflows related to pensions.

In addition to liabilities, the Statement of Financial Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods, so will not be recognized as an inflow of resources (revenue) until that time. The Agency has three items that qualify for reporting in this category. The governmental funds and government-wide financial statements report unavailable revenues from property taxes. This amount is deferred and recognized as an inflow of resources in the period that the amounts become available. The second item is the deferred inflows related to pensions reported in the Government-Wide Statement of Net Position. See Note 6 for details of deferred inflows related to pensions. The third item is deferred inflows related to leases where the Agency is the lessor and is reported in the governmental funds balance sheet and statement of net position. The deferred inflows of resources related to leases are recognized as an inflow of resources (revenue) on the straight-line basis over the term of the lease. See Note 7 for details of deferred inflows related to leases.

Fund Equity

The Agency established accounting policies related to GASB Statement No. 54*, Fund Balance Reporting and Governmental Fund Type Definitions*. This statement redefines the elements of fund balance in governmental funds and more clearly describes the different types of governmental funds to make the nature and extent of the constraints placed on a government's fund balance more transparent. Accordingly, the beginning fund balance of certain government funds have been restated. The governmental fund types classify fund balances as follows:

Fund balance is reported as nonspendable when the resources cannot be spent because they are either legally or contractually required to be maintained intact, or are in a nonspendable form such as inventories, prepaid accounts, and assets held for resale.

Fund balance is reported as restricted when the constraints placed on the use of resources are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Fund balance is reported as committed when the Agency Board of Commissioners passes an ordinance or resolution that places specific constraints on how the resources may be used. The Board of Commissioners can modify or rescind the ordinance or resolution at any time through passage of an additional ordinance or resolution, respectively.

Fund balance is reported as assigned when it is intended for a specific purpose and the authority to "assign" is delegated to the Agency's Executive Director.

Unassigned fund balance is the residual classification for the General Fund. This classification represents fund balance that has not been restricted, committed, or assigned within the General Fund. This classification is also used to report any negative fund balance amounts in other governmental funds.

The Board of Commissioners is the Agency's highest level of decision making authority. The Board adopted the Fund Balance Policy that recommends a spending order of restricted, committed, assigned and then unassigned unless the Board approves otherwise.

Per the guidance in the policy, the Board established that an emergency repair reserve in the minimum amount of $500,000 shall be on hand as of September 30th of each fiscal year in the Parking fund. Funds within this reserve may be used intra-fiscal year for unforeseen, non-routine repair and maintenance expenditures in the garages when failure to do such repair and maintenance could adversely affect life safety or the ability to operate the garage(s) normally in the immediate future. The Board will evaluate the emergency repair reserve amount as part of each fiscal year's budget process and may amend the amount by resolution as it deems appropriate. The balance in the Parking Emergency Repair Reserve fund as of September 30, 2023, was $500,000.

The Board further determined that it may be appropriate to set aside funds apart from working capital for a future project or initiative pursuant generally to the budget and related documents such as the capital improvement plan and parking reinvestment program. The Board delegated its authority to assign funds in this manner to the Executive Director. As of September 30, 2023, $16,204,817 was assigned in the Parking fund for parking reinvestment projects and commitments budgeted in fiscal year 2023.

Estimates

The preparation of the Agency's financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates used in the report relate to the estimated net pension liability. It is reasonably possible that the significant estimates used will change within the next year.

Note 2 - Restricted Assets

The Agency has six revenue allocation funds, one for each of its revenue allocation districts. Title 50, Chapter 20 and Chapter 29 of Idaho Code delineates the purposes for which revenue allocation funds may be spent by urban renewal agencies, along with the purposes set forth in the Agency's several urban renewal plans. Since the use of funds is proscribed in statute, the fund balance of the revenue allocation funds is considered restricted under the definitions provided in GASB Statement 54. Therefore, fund balance in its entirety is reported as restricted on the fund financial statements.

Restricted fund balances as of September 30, 2023:

River Myrtle District Revenue Allocation Fund	$ 25,710,798
Westside District Revenue Allocation Fund	6,758,413
30th Street District Revenue Allocation Fund	2,900,125
Shoreline District Revenue Allocation Fund	1,231,331
Gateway East District Revenue Allocation Fund	6,605,924
State Street District Revenue Allocation Fund	768,743
Parking Fund	6,530

Restricted assets consist of cash and investments held by the Agency's agent in the Agency's name. Investments are generally held until maturity.

Note 3 - Interfund Transfers

Interfund transfers are made for one primary purpose. Transfers are made as a method of allocating the costs of program operations to their respective funds. The program operations costs are shown in the General Fund.

Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2023, was as follows:

	September 30, 2022	Additions	Deletions	Transfers	September 30, 2023
Governmental Activities					
Capital assets, not depreciated					
Land	$ 3,438,944	$ -	$ -	$ -	$ 3,438,944
Construction in progress	382,346	846,975	-	(339,529)	889,792
	3,821,290	846,975	-	(339,529)	4,328,736
Capital assets, depreciated					
Buildings	29,808,719	-	-	-	29,808,719
Improvements other than buildings	5,312,025	208,370	-	335,371	5,855,766
Equipment	595,964	12,742	-	4,158	612,864
Total	35,716,708	221,112	-	339,529	36,277,349
Less accumulated depreciation					
Buildings	(13,275,601)	(700,237)	-	-	(13,975,838)
Improvements other than buildings	(3,351,832)	(205,438)	-	-	(3,557,270)
Equipment	(491,702)	(52,065)	-	-	(543,767)
Total	(17,119,135)	(957,740)	-	-	(18,076,875)
Total depreciated capital assets, net	18,597,573	(736,628)	-	339,529	18,200,474
Governmental activities capital assets, net	$22,418,863	$ 110,347	$ -	$ -	$22,529,210

Depreciation expense was charged to functions of the primary government as follows:

Governmental Activities	
Parking	$ 929,790
Community Development	27,950

Starting in fiscal year 2022, the Agency adopted GASB Statement No. 87, *Leases*. The implementation of this standard requires recording and disclosing right-to-use lease assets. As of September 2023, a total of $2,038,845 is recorded as right-to-use lease assets, net of accumulated amortization.

	September 30, 2022	Additions	Deletions	September 30, 2023
Right-to-use Leased Assets Being Amortized				
Right-to-use leased building	$ 2,343,002	$ -	$ -	$ 2,343,002
Right-to-use leased land	817,147	-	-	817,147
	3,160,149	-	-	3,160,149
Less Accumulated Amortization for				
Right-to-use leased building	356,364	356,364	-	712,728
Right-to-use leased land	204,288	204,288	-	408,576
Total accumulated amortization	560,652	560,652	-	1,121,304
Net right-to-use leased assets	$ 2,599,497	$ (560,652)	$ -	$ 2,038,845
Amortization Expense				
Community Development		$ 560,652		

Note 5 - Long-Term Liabilities

At September 30, 2023, long-term liabilities consists of the following:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities					
Leases	$ 2,740,057	$ -	$ (519,971)	$ 2,220,086	$ 578,046
	$ 2,740,057	$ -	$ (519,971)	$ 2,220,086	$ 578,046

Starting in fiscal year 2022, the Agency adopted GASB Statement No. 87, *Leases*. The implementation of this standard requires recording and disclosing lease liabilities. As of September 30, 2023, a total of $2,220,086 is recorded as long-term liabilities.

The annual requirements to pay the leased related liabilities as of September 30, 2023, are shown below.

	Governmental Activities		
	Principal	Interest	Total
2024	$ 578,046	$ 21,345	$ 599,391
2025	509,502	17,507	527,009
2026	168,134	14,674	182,808
2027	176,010	12,284	188,294
2028	184,154	9,789	193,943
2029-2032	604,240	13,203	617,443
Total lease payments	$ 2,220,086	$ 88,802	$ 2,308,888

Note 6 - Pension Plan

Plan Description

The Agency contributes to the Public Employee Retirement System of Idaho (PERSI or System) Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by the PERSI Retirement Board. The Base Plan covers substantially all employees of the State of Idaho and a variety of participating local and special district political subdivisions. As a special purpose unit of local government the Agency is an eligible public employer and Agency employees are eligible public employees. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information. That report may be obtained at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the PERSI Retirement Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens, but not members of the Base Plan except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits for eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general employees. As of June 30, 2023 (July 1, 2023), it was 7.16% (6.71%) for general employees. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.94% (11.18%) for general employees.

The Agency's contributions were $213,648 for the year ended September 30, 2023.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.

At September 30, 2023, the Agency reported a liability for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of July 1, 2023, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The Agency's proportion of the net pension liability (asset) was based on the Agency's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At July 1, 2023, the Agency's proportion was 0.0419441 % compared with 0.0418289 % at July 1, 2022.

For the year ended September 30, 2023, the Agency recognized pension expense of $456,768. At September 30, 2023, the Agency reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 286,911	$ -
Changes in assumptions or other inputs	165,746	-
Net difference between projected and actual earnings on pension plan investments	157,115	-
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions	41,747	34,862
Agency's contributions subsequent to the measurement date	54,604	-
Total	$ 706,123	$ 34,862

An amount reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date totaling $54,604 will be recognized as a reduction of the net pension liability (asset) in the year ending September 30, 2024.

The average of the expected remaining service lives of all employees that are provided with pensions through the Base Plan (active and inactive employees) determined at July 1, 2022 the beginning of the measurement period ended June 30, 2023 is 4.4 years.

The amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

Years Ended September 30,	
2024	$ 220,680
2025	101,929
2026	316,865
2027	(22,817)

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of normal payroll costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability (asset) based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30 percent
Salary increases including inflation	3.05 percent
Investment rate of return-net of investment fees	6.35 percent
Cost of living (COLA) adjustments	1.00 percent

Several different sets of mortality rates are used in the valuation for contributing members, members retired for service and beneficiaries. These rates were adopted for the valuation dated July 1, 2021.

An experience study was performed for the period July 1, 2015 through June 30, 2020 which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability as of June 30, 2023 is based on the results of an actuarial valuation date July 1, 2023.

Contributing Members, Service Retirement Members, and Beneficiaries

General Employees and All Beneficiaries - Males	Pub-2010 General Tables, increased 11%
General Employees and All Beneficiaries - Females	Pub-2010 General Tables, increased 21%
Teachers - Males	Pub-2010 Teacher Tables, increased 12%
Teachers - Females	Pub-2010 Teacher Tables, increased 21%
Fire & Police - Males	Pub-2010 Safety Tables, increased 21%
Fire & Police - Females	Pub-2010 Safety Tables, increased 26% 5% of Fire and Police active member deaths are assumed to be duty related. These assumptions were adopted July 1, 2021.
Disabled Members - Males	Pub-2010 Disabled Tables, increased 38%
Disabled Members - Females	Pub-2010 Disabled Tables, increased 36%

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets. The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation.

Capital Market Assumptions from Callen 2023

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Cash	0.00%	0.00%
Large Cap	18.00%	4.50%
Small/Mid Cap	11.00%	4.70%
International Equity	15.00%	4.50%
Emerging Markets Equity	10.00%	4.90%
Domestic Fixed	20.00%	-0.25%
TIPS	10.00%	-0.30%
Real Estate	8.00%	3.75%
Private Equity	8.00%	6.00%

Discount Rate

The discount rate used to measure the total pension liability (asset) was 6.35%. The projection of cash flows is used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset). The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of the Employer's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate.

The following presents the net pension liability of PERSI employer's calculated using the discount rate of 6.35% as well as what the employer's liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
Employer's proportionate share of the net pension liability (asset)	$ 3,010,487	$ 1,673,850	$ 581,399

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained at www.persi.idaho.gov.

Payables to the Pension Plan

At September 30, 2023, the Agency reported payables to the defined benefit pension plan of $20,902 for legally required employer contributions and $0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

Defined Contribution – PERSI Choice 401(k)

Employees of the Agency participating in the PERSI Base Plan may enroll in the PERSI Choice 401(k) defined contribution retirement savings plan available to active members. Participation is voluntary. The PERSI Choice 401(k) is intended to be a governmental plan within the meaning of Code Section 414 (d) and within the meaning of section 3(32) of the Employee Retirement Income Security Act (ERISA) and as such, is exempt from provisions of Title I ERISA. The Agency will match participants' contributions in the PERSI Choice 401(k) up to 5% of base annual salary. A participant shall be 100% vested in their individual account at all times. The authority of the benefit and contribution terms are established and amended by the PERSI Board. The Agency recognized $88,503 contributions to the PERSI Choice 401(k) as benefits expense during the year ended September 30, 2023. The Agency recognized $0 for the employer's liability outstanding for contributions for the period ended September 30, 2023.

Note 7 - Leases

Lessee Activities

The Agency leases two office facilities and certain leases of land held for redevelopment. The leases are for various terms, under long-term, non-cancelable lease agreements and expire at various dates through 2031. The lease liability was valued using discount rates between 0.63% and 1.39%. These rates are approximate borrowing costs for the Agency as of October 1, 2021, which was the implementation date of the GASB Statement No. 87, *Leases* Standard. The total amount of right to use leased assets and the related accumulated amortization on right-to-use leased assets was $3,160,149 and $1,121,304, as of September 30, 2023, respectively.

Lessor Activities

The Agency has accrued a lease receivable for two building leases. The receivable is measured at the present value of lease payments expected to be received during the lease terms. The remaining receivable for these leases was $652,148 for the year ended September 30, 2023.

A deferred inflow of resources is recorded for applicable leases at the initiation of leases in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease. Deferred inflows related to these leases were $629,426 as of September 30, 2023. Interest revenue recognized on these leases was $9,886 for the year ended September 30, 2023. Principal receipts of $104,088 were recognized during the fiscal year. The interest rate on the leases ranged from 0.20% – 1.59%. Final receipt is expected in fiscal year 2036.

Note 8 - Commitments and Contingencies

River Myrtle-Old Boise District

The Agency entered a Memorandum of Understanding (MOU) and related agreements with the City of Boise for the non-profit Trailhead Entrepreneurial Resource Center. The Agency and the City have been working together to encourage private investment within the City by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise. Trailhead was established in February 2015 by the Agency and the City to accomplish this goal. The Agency agreed to take responsibility for the rent and maintenance of the office space occupied by Trailhead at 500 South 8th Street. During the fiscal year 2023, a total of $190,846 has been paid for rent. As of September 30, 2023, a total of $1,530,809 has been paid to the landlord and other vendors since the MOU was executed.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with BVGC Parcel B, LLC, the developer of Pioneer Crossing (previously known as Parcel B), a completed mixed-use development consisting of retail space, office space, other commercial uses and an 839-space parking garage in the River Myrtle-Old Boise District. The project was estimated by the developer to have a total value of $46 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $9,688,625 for public improvements ($4,288,625) and purchase of 250 parking spaces ($5,400,000) to be available to the public in the

11th and Front parking garage. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. During fiscal year 2023, a final amount of $706,140 was made for public improvements reimbursement. As of September 30, 2023, total payments of $8,242,940 have been made.

The Agency entered into a Type 3 Transformative Assistance Agreement and a parking permit purchase agreement with Front Street Investors, LLC, the developer of 6th and Front project, a mixed-use development consisting of a 7- story hotel with 138 rooms and a parking garage with 540 parking spaces in the River Myrtle-Old Boise District. The project is estimated by the developer to have a total value of $43 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $4,155,939 for public improvements ($1,635,939) over the course of four years after the project is complete and purchase of 200 monthly parking permits for seven years for public parking ($2,520,000). The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The garage portion of the project was completed in 2020 and the hotel was completed in 2021. As of June 30, 2022, the developer requested early termination of the monthly parking permit purchase agreement. During fiscal year 2023, $398,737 was paid for the Type 3 public improvement reimbursement. As of September 30, 2023, total payments of $1,750,822 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2019 with The Cartee Project, LLC, the developer of The Cartee, a 163-unit, 8-floor residential apartment project in the River Myrtle-Old Boise District and the city's Central Addition area. The project is now known as The Hearth on Broad. The project was estimated by the developer to have a total value of $48 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $1,394,035 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in July 2019 and was completed in 2022. Payments are expected to be made over three years from fiscal year 2023 to 2025. During fiscal year 2023, the first payment of $287,294 was made.

The Agency entered into an OPA and related agreements in fiscal year 2019 with Boise Caddis, LLC, the developer of Boise Caddis, a 173-unit residential apartment project with 394 structured parking spaces and 4,000 square feet of ground floor retail space in the River Myrtle-Old Boise District and in Boise's Central Addition district. The project is now known as Jules on 3rd Apartments. The project was estimated by the developer to have a total value of $31 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $1,122,334 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in fall 2019 and was completed in summer 2021. Payments are expected to be made over four years from fiscal year 2022 to 2025. During fiscal year 2023, a total of $353,019 was paid to the developer. As of September 2023, total payments of $547,022 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with CDG Acquisitions, LLC, the developer of a mixed-use building on 204 and 270 East Myrtle Street consisting of approximately 249 rental apartments, indoor and outdoor community amenities, 7,800 square feet of ground floor retail and a 353-space structured parking garage. The project is now known as LOCAL Boise apartments. The project is in the River Myrtle-Old Boise District. The project was estimated by the developer to have a total value of $52 million upon completion. The Agency's financial participation is not to exceed $988,276 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to

become eligible for Agency financial participation. The project started construction in November 2020 and was completed during 2023. Payments are expected to be made over three years from fiscal year 2023 to 2025. During fiscal year 2023, the first payment of $210,919 was made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with 600 Vanguard, LLC, the developer of a mixed-use building on 600 West Myrtle Street consisting of approximately 75 rental apartments, indoor and outdoor community amenities and 2,600 square feet of ground floor retail. The project is in the River Myrtle-Old Boise District. The project was estimated by the developer to have a total value of $16 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $497,674 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in late 2021. Payments are expected to be made over three years from fiscal year 2023 to 2025. During fiscal year 2023, the first payment of $119,924 was made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with 6th and Grove Limited Partnership, the developer of a mixed-use building at 116 South 6th Street, a 7-story building housing 60 income-restricted and market-rate apartments, 5,000 square feet of ground floor commercial space and 9,000 square feet of office space. The project is in the River Myrtle-Old Boise District. The project is now known as Thomas Logan Apartments. The project was estimated by the developer to have a total value of $15 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $597,848 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in 2022. Payments are expected to be made over four years from fiscal year 2022 to 2025. During fiscal year 2023, a total of $91,075 was paid to the developer. As of September 2023, total payments of $445,394 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with 5th and Grove Investors, LLC, the developer of a mixed-use building on 512 West Grove Street – 6 story building that will house 114 market-rate apartments, 8,000 square feet of ground floor retail space and amenity space including a rooftop patio. The project is in the River Myrtle-Old Boise District. The project is now known as The Lucy Apartments. The project was estimated by the developer to have a total value of $25.5 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $661,809 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in late 2021. Payments are expected to be made over four years from fiscal year 2022 to 2025. During fiscal year 2023, a total of $145,529 was paid to the developer. As of September 2023, total payments of $377,251 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2022 with 5th & Grove Beta Office LLC, the owner of the property at 113 South 5th Street. The owner constructed a three-story, 6,305 square foot office building and renovated public improvements on the streetscape. The project is in the River Myrtle-Old Boise District. The Agency's financial participation is an anticipated amount not to exceed $200,000 for public improvements after the project is complete. The OPA sets out conditions the owner must meet to become eligible for Agency financial participation. During fiscal year 2023, the project was completed and the first and final payment of $132,796 was made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with 11th & Lee BE LLC, the owner of the property at 1103 West Lee Street. The owner constructed a 45,000 square foot mixed use building with 48 apartment units and 600 square feet of commercial space and associated site improvements. The developer also constructed a portion of the 11th Street improvements—improving streetscapes on Lee Street and upgrades to the alley adjacent to the project. The project is in the River Myrtle-Old Boise District. The Agency's financial participation is an anticipated amount not to exceed $358,702 for public improvements after the project is complete. The OPA sets out conditions the owner must meet to become eligible for Agency financial participation. The project was completed in 2023. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 1 Participation Agreement in fiscal year 2022 with the Foundation for Idaho History, the owner of the property at 210 West Main Street. The Participant is the nonprofit fundraising arm of the Idaho State Historical Society and is undertaking a public improvements project on the State's historic Assay Office property, including constructing a pathway, installing landscaping and other site improvements, and planting trees within the streetscapes at the project site. The project is in the River Myrtle-Old Boise District. The Agency's financial participation is an anticipated amount of $165,635 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed in late 2023. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. The Old Boise Blocks Project is being undertaken in the River Myrtle-Old Boise District by the Agency. As part of the project, CCDC and the City have agreed to collaborate on construction and installation of public art celebrating the Boise canal and the agricultural history on West Grove Street between 3rd Street and 6th Street. The addition of public art will continue to enhance and revitalize the district. The Agency's financial participation is an anticipated amount not to exceed $165,000 for public art after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023 for public art at 521 West Grove Street. In January 2022, the Agency purchased this .021-acre parcel located in the River Myrtle-Old Boise District with the purpose to redevelop it into a public space. CCDC and the City have agreed to collaborate on the public art for this space that will serve to celebrate the multi-cultural history of the Old Boise neighborhood, including the architecture, history, and aesthetic improvements, and will serve as an iconic feature of the property as well as contribute to the identity of the District. The Agency's financial participation is an anticipated amount not to exceed $400,000 for public art after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. In 2018, CCDC conveyed title to the property located 617 Ash Street to the City of Boise in a partnership to permanently preserve the property as a cultural site. This property, known as the Erma Hayman House, is located in the River Myrtle-Old Boise Urban Renewal District. This fiscal year, the City, through its Department of Arts & History, requested for the property certain funding assistance to add interpretive signage, an auxiliary lighting system to illuminate public art at night and during events, and a projector adjacent to the wall facing River Street to host temporary and rotating digital projection art. The Agency's financial participation is an

anticipated amount not to exceed $100,000 for the requested public improvements after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2024. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with Broadstone Saratoga, LP the owner of the property at 1201 West Grove Street. The owner is constructing a seven-story, 334-unit mixed-use development with ground floor commercial space and associated public improvements on the project site. The project is in the River Myrtle-Old Boise District. The Agency's financial participation is an anticipated amount not to exceed $1,873,289 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025 and payment for this agreement will be made as a one-time reimbursement. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. The Linen Blocks on Grove Street Streetscapes Improvement Project is being undertaken in the River Myrtle-Old Boise District by the Agency. Through this project, CCDC intends to make improvements to the public right-of-way including providing for the addition of public art. As part of the project, CCDC and the City have agreed to collaborate on the installation of public art and cultural assets, which are identified as seven public art and cultural assets, both existing and new, that contribute to place making and neighborhood vision. The Agency's financial participation is an anticipated amount not to exceed $113,000 for public art after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. The City is constructing a new two-story, 16,000 square-foot fire station on the western half of the publicly-owned parcel located at 212 South 16th Street in the River Myrtle-Old Boise District. The City will make public utility and streetscape improvements in the existing alley and along the adjoining public rights-of-way on 15th, 16th, and Front Streets. The City, through its Public Works Department, is requesting reimbursement for the public improvements associated with the project. The Agency's financial participation is an anticipated amount not to exceed $1,155,000 for public improvements after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2024. As of September 30, 2023, no payments have been made.

Westside District

The Agency entered into an OPA and related agreements in fiscal year 2019 with 11th & Idaho Partners, LLC, the developer of 11th & Idaho Office Building – 9-stories with approximately 10,000 square feet of lobby, retail and office space on the ground floor, approximately 170,000 square feet of floor 2 to 9 being Class A office space in the Westside District. The project was estimated by the developer to have a total value of $40 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $740,690 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in August 2019 and was completed in 2021. Payments are expected to be made over three years from fiscal year 2022 to 2024. During fiscal year 2023, a total of $189,507 was paid to the developer. As of September 2023, total payments of $404,712 have been made.

The Agency entered into a Type 3 Transformative Assistance Agreement in fiscal year 2022 with Avery LLC, the owner of property at 1010 West Main Street. The developer plans to renovate the existing structure, the Averyl Tiner Building, on the project site into two restaurants and one hotel. As part of the project, the developer intends to remove two existing art installations, improve street and sidewalk conditions on West Main Street and the rear alleyway entrance, and renovate three façade elevations. The project is in the Westside District and will contribute to enhancing and revitalizing the district. The Agency's financial participation is an anticipated amount not to exceed $1,214,613 for public improvements. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed during 2023. During fiscal year 2023, the first and final payment of $1,179,181 was made.

The Agency entered into a Type 1 Streetscape Grant Participation Agreement in fiscal year 2022 with 17th and Main LLC, the owner of the property at 1700 West Main Street. The owner is renovating the exterior and a portion of the interior of an existing professional office space and improving the right of way at the project site. The project is in the Westside District. The Agency's financial participation is an anticipated amount not to exceed $182,054 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed in late 2023. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 1 Streetscape Grant Participation Agreement in fiscal year 2022 with Fairview Partners LLC, the owner of the property at 1655 West Fairview Avenue. The owner renovated 28,000 square feet of office and retail space with associated public improvements to streetscapes at the project site. The project is the in Westside District. The Agency's financial participation is an anticipated amount not to exceed $200,000 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. During fiscal year 2023, the project was completed and the first and final payment of $200,00 was made.

The Agency entered into a Type 1 Streetscape Grant Participation Agreement in fiscal year 2022 with The Imperial Seven Hundred LLC, the owner of the property at 1070 West Grove Street. The owner is renovating the former Safari Inn and completing improvements to the alleyway at the project site. The project is in the Westside District. The Agency's financial participation is an anticipated amount not to exceed $83,255 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed in late 2023. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with Hendricks Commercial Properties LLC, the owner of the property at 1110 West Grove Street. The owner is constructing an eight-story, 122-room boutique hotel with amenity space and associated public improvements on the project site. The project is in the Westside District. The Agency's financial participation is an anticipated amount not to exceed $250,000 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed in 2024. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 1 Streetscape Grant Participation Agreement in fiscal year 2023 with Smith Block, LLC, the owner of the property at 1015 West Main Street. The owner is renovating the exterior of the building at the project site. The project is in the Westside District. The Agency's financial participation is an anticipated amount not to exceed $200,000 for extensive façade renovation work sensitive to the historic nature of the building. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed during fiscal year 2024. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 2 General Assistance Participation Agreement in fiscal year 2023 with 1522 W State St, LLC, the owner of property at 1522 West State Street. The developer plans to construct a mixed-use development comprised of a seven-story building with 104 residential units and approximately 1,600 square feet of ground floor commercial space. The project is located in the Westside District and is estimated by the developer to have a total value of $23 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $657,655 for public improvements which will be made as one-time reimbursement after the project is complete. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 2023, no payments have been made.

The Agency entered into a Type 2 General Assistance Participation Agreement in fiscal year 2023 with 12th and Idaho Owner, LLC, the owner of property at 120 North 12th Street, which is located in the Westside District. The developer plans to construct on the project site a mixed-use development comprised of a 26-story building with 298 residential units, approximately 8,700 square feet of ground floor commercial space, and an open-air parking garage with 323 parking spaces. The project is estimated by the developer to have a total value of $112 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $1,342,345 for public improvements which will be made as one-time reimbursement after the project is complete. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 2023, no payments have been made.

30th Street District

The Agency entered into a Type 4 Capital Improvements Reimbursement Agreement with Northwest Integrity Housing Co., an Idaho nonprofit corporation (NIHC) and a Type 2 General Assistance Participation Agreement with Adare Manor, LLC, an Idaho Limited Liability Company. NIHC is Managing Member for the Adare Manor Apartments, a mixed-use project including retail space along Fairview Avenue and 25th Street and 134 units affordable housing in the 30th Street District. The project was estimated by the developer to have a total value of $20.5 million upon completion. The Agency's financial participation was an anticipated amount not to exceed $563,598 for public improvements ($285,196) over the course of four years after the project is complete and for undergrounding utilities improvement ($278,402). The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in 2019. During fiscal year 2023, the fourth and final payment of $89,869 was made to the developer for the Type 2 General Assistance Participation Agreement. As of September 30, 2023, total payments of $546,927 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with Prentiss Properties 21, LLC, the owner of the property on 901 North 27th Street. The owner renovated public improvements on the streetscape. The project is the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed $200,000 for public improvements after the project is complete. The OPA sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed in late 2023. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with St. Luke's Health System LTD, the owner of the property at 2525 West Fairview Avenue. The agency agrees to reimburse the participant for the construction of transit infrastructure improvements. The project is in the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed $200,000 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. During summer of 2023, the project was completed. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 1 Streetscape Grant Participation Agreement in fiscal year 2022 with ESP Property Investments LLC, the owner of property at 3205 West Moore Street. The owner constructed a residential development of nine approximately 2,100 square foot, for-sale townhomes with a common lot at the project site. The owner is renovating public improvements on the streetscape. The project is located in the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed $166,583 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 2 General Assistance Participation Agreement in fiscal year 2023 with Local Acquisitions, LLC, the owner of property at 2618 West Fairview Avenue, which is located in the 30th Street District. The participant plans to construct on the project site a mixed-use development comprised of a seven-story building with a total of 271 residential units and approximately 8,500 square feet of commercial space. The project is estimated by the developer to have a total value of $82 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $1,608,687 for public improvements after the project is complete. Payments are expected to be made over four years from fiscal year 2027 to 2030. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 2023, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. The City is upgrading its wastewater renewal system on Main Street between 25th and 28th Streets and on a section of property subject to a public easement, generally located on the southeast corner of 28th Street and Main Street. The project area is located in the 30th Street Urban Renewal District. The project objectives are to construct a new wastewater lift station and pressurized discharge pipe, all to be completed by City Utility crews or their designated contractors. The City has requested CCDC's participation in the project. The Agency's financial participation is an anticipated amount not to exceed $1,593,750 for public improvements after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2024. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 1 Streetscape Grant Participation Agreement during fiscal year 2023 with West End Holdings, LLC, the owner of property at 101 South 27th Street. The owner renovated an existing office building located on the project site. The project is located in the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed $200,000 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project was completed during 2023. As of September 30, 2023, no payments have been made.

Shoreline District

The Agency entered into a Type 2 General Assistance Participation Agreement during fiscal year 2023 with KC Gardner Company, L.C., the owner of property at 818 West Ann Morrison Park Drive, which is located in the Shoreline District. The participant plans to construct on the project site a mixed-use development comprised of a five-story building with a total of 91 residential units, structured parking, and ground floor commercial space. The project is estimated by the developer to have a total value of $44 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $551,057 for public improvements after the project is complete. Payments are expected to be made over four years from fiscal year 2026 to 2029. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed in 2024. As of September 2023, no payments have been made.

Gateway East District

The Agency entered into an OPA and related agreements in fiscal year 2020 with 9025 Federal, LLC, the developer of a mixed-use office/industrial building on 9025 South Federal Way consisting of three office suites, two warehouse bays and 30 surface parking stalls. The project is in the Gateway East District. The project was estimated by the developer to have a total value of $2.1 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $92,113 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in 2021. Payments are expected to be made over six years from fiscal year 2022 to 2027. During fiscal year 2023, a total of $14,776 was paid to the developer. As of September 2023, total payments of $29,382 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with Boise Gateway 1, LC. The developer constructed a 168,000 square foot industrial building at 9605 South Eisenman Road with related infrastructure and site improvement. The project is in the Gateway East District. The project was estimated by the developer to have a total value of $12.8 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $426,144 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed during summer 2020. Payments are expected to be made over six years from fiscal year 2022 to 2027. During fiscal year 2023, a total of $146,753 was paid to the developer. As of September 2023, total payments of $280,280 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with Lynch Land Development. The developer of a new travel center off the I-84 Eisenman Road Exit in Boise with fuel and amenities for professional drivers as well as commuter and recreational traffic with fuel canopies and an 11,000 square foot convenience store. The project is located is 10026 South Eisenman Road and is in the Gateway East District. The project was estimated by the developer to have a total value of $12.9 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $1,005,645 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in early 2022. Payments are expected to be made over five years from fiscal year 2023 to 2028. During fiscal year 2023, the first payment of $56,740 was made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with Boise Gateway2, LC. The developer of a 278,000 square foot industrial building on 2155 East Freight Street. The project is in the Gateway East District. The project was estimated by the developer to have a total value of $53.9 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $895,382 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in early 2022. Payments are expected to be made over six years from fiscal year 2024 to 2029. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 2 General Assistance Participation Agreement in fiscal year 2022 with CPG International LLC, the owner of property at 1001 East Gowen Road. On the project site, the developer plans to construct a manufacturing and distribution center reusing existing industrial buildings and including necessary operation and information technology systems. As part of the project, the developer will upgrade power facilities and infrastructure and install streetlights. The project is in the Gateway East District. The project was estimated by the developer to have a total value of $123.2 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $1,405,300 for public improvements over the course of six years after the project is complete. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to reach final completion in late 2023. Payments are expected to be made over six years from fiscal year 2024 to 2029. As of September 30, 2023, no payments have been made.

The Agency entered into a Type 2 General Assistance Participation Agreement during fiscal year 2022 with Red River Logistics Center LLC and Red River Commerce Center LLC, owner of property at 951 East Gowen Road and 7031 South Eisenman Road. On the project sites, the developer plans to construct approximately 1.28 million square feet of speculative Class A industrial space and associated site improvements. Public improvements include expanding Production Street; extending a water main, underground power and fiber conduit; constructing a detached multi-use pathway; streetlights; and performing necessary streetscape improvements on Eisenman Road. The project is in the Gateway East District and is estimated by the developer to have a total value of $103.2 million upon completion. The Agency's financial participation is an anticipated amount not to exceed $4,134,124 for expenses related to the site at 951 East Gowen Road and $105,000 for expenses related to the site at 7031 South Eisenman Road for public improvements over the course of six years after the project is complete. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed in spring 2024. Payments are expected to be made over six years from fiscal years 2025 to 2030. As of September 30, 2023, no payments have been made.

Note 9 - Significant Contractual Agreements

The Agency is party to numerous agreements related to the development of the parcels in the Ada County Courthouse Corridor. In 2011, the various agreements were amended to facilitate the refunding of the 2002 B bonds with the 2011 B Revenue Refunding Note. The Business Terms Sheet/Funds Flow calculation was one of the agreements amended. Under the terms of the amended agreement, the tax increment guarantee for the Idaho Place parcels was restated as $245,000 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024.The developer will receive credit against the guarantee amount for any actual increment received from the subject parcels. The supplemental rent obligation on the apartment parcels in the Courthouse Corridor is stated in the Business Terms Sheet as $289,865 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024. The developer will receive credit against the supplemental rent amount for any actual increment received from the apartment parcels. During fiscal year 2023, the tax increment guarantee and supplemental rent obligations in the amounts of $102,595 and $188,658 were received in full.

As part of the Ada County Courthouse Corridor project and under the terms of the associated Second Amended and Restated Master Sublease, the Agency subleased two parcels (parcels 4 and 5) to Civic Partners Idaho, LLC. Similarly, under the terms of the Amended and Restated Parcel 1 Sublease, the Agency subleased two Courthouse Corridor project condominium units (units 401 and 102) to Civic Partners. Civic Partners failed to make the April 1, 2015 and July 1, 2015 quarterly lease payments as required by the agreements and failed to timely cure the defaults. The Agency declared the leases terminated on October 2, 2015 and initiated action to take possession of the properties as permitted under the leases. On May 10, 2016, the Agency, Civic Partners, and Ada County entered into a Termination Agreement and Mutual Release (Termination Agreement). The Termination Agreement terminates the Sublease Agreements with Civic Partners and all interest that Civic Partners has in and to the subleased properties.

Note 10 - Conduit Debt

To further economic development in the City of Boise, the Agency, on April 29, 2016, authorized the issuance of its Lease Revenue Bonds, Series 2016 (Greater Boise Auditorium District Expansion Project), in the aggregate principal amount of $23,085,000. The bonds meet the definition of a conduit debt obligation. The proceeds of the bonds were used to expand and improve the “Boise Centre”, an existing convention center and public event facility in downtown Boise operated by the Greater Boise Auditorium District (the District), to pay bond issuance costs, to fund capitalized interest and to fund a reserve fund. The Series 2016 Bonds were issued at a fixed rate range from 3.00% to 5.00%.

The issuance was a conduit financing arrangement for the District. The property financed is pledged as collateral, and the bonds are payable solely from payments received from The District under the Appropriation Lease Agreement between the Agency and the District. The Agency has not extended any commitments for the debt service payments for those bonds beyond the collateral and the payments from the District. As an issuer, the Agency receives no benefit from the issuance of these bonds and has no liability. Therefore, the Agency has not recorded any benefit or liability. The first principal payment was scheduled and made on December 15, 2017. As of September 30, 2023, the aggregate outstanding principal amount payable is $18,200,000.

Note 11 - Subsequent Events

On November 1, 2023, the Agency purchased a parcel of land located in the Westside District at 1010 West Jefferson Street for $1,700,000.

CAPITAL CITY DEVELOPMENT CORPORATION

REQUIRED SUPPLEMENTARY INFORMATION

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2023

	General Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ -	$ 70,000	$ 64,543	$ (5,457)
Unrealized loss on investments	-	-	1,565	1,565
Other	-	-	100,007	100,007
Total revenues	-	70,000	166,115	96,115
EXPENDITURES				
Operating and administrative expenses	4,229,894	4,207,478	3,566,066	641,412
Capital outlay and related expenses	45,000	41,500	42,916	(1,416)
Debt service - principal	-	-	148,482	(148,482)
Debt service - interest and fees	-	-	21,258	(21,258)
Total expenditures	4,274,894	4,248,978	3,778,722	470,256
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(4,274,894)	(4,178,978)	(3,612,607)	566,371
OTHER FINANCING SOURCES (USES)				
Interfund transfers	4,274,894	4,528,978	3,653,863	(875,115)
Total other financing sources (uses)	4,274,894	4,528,978	3,653,863	(875,115)
NET CHANGE IN FUND BALANCES	-	350,000	41,256	(308,744)
FUND BALANCES, BEGINNING OF YEAR	981,394	981,394	981,394	-
FUND BALANCES, END OF YEAR	$ 981,394	$ 1,331,394	$ 1,022,650	$ (308,744)

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2023

	River Myrtle District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Lease	$ -	$ -	$ 111,212	$ 111,212
Interest	-	440,000	403,395	(36,605)
Unrealized loss on investments	-	-	33,640	33,640
Other	4,069,750	3,490,197	2,401,698	(1,088,499)
Parking revenues	102,000	102,290	102,290	-
Revenue allocation funds	12,880,000	11,168,000	11,736,842	568,842
Total revenues	17,051,750	15,200,487	14,789,077	(411,410)
EXPENDITURES				
Operating and administrative expenses	585,960	503,778	186,881	316,897
Capital outlay and related expenses	29,451,812	19,158,727	12,247,283	6,911,444
Debt service - principal	428,212	428,212	371,489	56,723
Debt service -interest	-	-	3,817	(3,817)
Total expenditures	30,465,984	20,090,717	12,809,470	7,281,247
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(13,414,234)	(4,890,230)	1,979,607	6,869,837
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(1,297,120)	(1,808,911)	(1,502,223)	306,688
Gain (loss) on sale of properties held for resale	-	-	(2,011,840)	(2,011,840)
Total other financing sources (uses)	(1,297,120)	(1,808,911)	(3,514,063)	(1,705,152)
NET CHANGE IN FUND BALANCES	(14,711,354)	(6,699,141)	(1,534,456)	5,164,685
FUND BALANCES, BEGINNING OF YEAR	29,063,835	29,063,835	29,063,835	-
FUND BALANCES, END OF YEAR	$ 14,352,481	$ 22,364,694	$ 27,529,379	$ 5,164,685

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2023

	Westside District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Lease	$ 41,586	$ 44,485	$ 44,406	$ (79)
Interest	-	154,000	133,089	(20,911)
Unrealized loss on investments	-	-	10,170	10,170
Other	1,957,303	3,261,907	2,713,846	(548,061)
Parking revenues	4,950	8,000	12,280	4,280
Revenue allocation funds	4,810,000	4,117,900	4,252,488	134,588
Total revenues	6,813,839	7,586,292	7,166,279	(420,013)
EXPENDITURES				
Operating and administrative expenses	286,710	277,563	302,343	(24,780)
Capital outlay and related expenses	13,095,539	10,122,286	8,644,766	1,477,520
Total expenditures	13,382,249	10,399,849	8,947,109	1,452,740
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(6,568,410)	(2,813,557)	(1,780,830)	1,032,727
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(770,165)	(904,455)	(728,136)	176,319
Total other financing sources (uses)	(770,165)	(904,455)	(728,136)	176,319
NET CHANGE IN FUND BALANCES	(7,338,575)	(3,718,012)	(2,508,966)	1,209,046
FUND BALANCES, BEGINNING OF YEAR	16,419,706	16,419,706	16,419,706	-
FUND BALANCES, END OF YEAR	$ 9,081,131	$ 12,701,694	$ 13,910,740	$ 1,209,046

See Notes to Required Supplementary Information

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2023

	30th Street District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ -	$ 36,000	$ 35,416	$ (584)
Unrealized loss on investments	-	-	3,129	3,129
Revenue allocation funds	1,450,000	1,190,200	1,223,825	33,625
Total revenues	1,450,000	1,226,200	1,262,370	36,170
EXPENDITURES				
Operating and administrative expenses	40,000	8,500	500	8,000
Capital outlay and related expenses	928,583	466,155	105,209	360,946
Total expenditures	968,583	474,655	105,709	368,946
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	481,417	751,545	1,156,661	405,116
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(283,745)	(172,277)	(155,524)	16,753
Total other financing sources (uses)	(283,745)	(172,277)	(155,524)	16,753
NET CHANGE IN FUND BALANCES	197,672	579,268	1,001,137	421,869
FUND BALANCES, BEGINNING OF YEAR	1,898,988	1,898,988	1,898,988	-
FUND BALANCES, END OF YEAR	$ 2,096,660	$ 2,478,256	$ 2,900,125	$ 421,869

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2023

	Shoreline District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ -	$ -	$ 14,205	$ 14,205
Unrealized loss on investments	-	14,000	1,565	(12,435)
Revenue allocation funds	620,000	556,300	546,121	(10,179)
Total revenues	620,000	570,300	561,891	(8,409)
EXPENDITURES				
Operating and administrative expenses	120,000	4,000	-	4,000
Capital outlay and related expenses	425,000	42,000	25,674	16,326
Total expenditures	545,000	46,000	25,674	20,326
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	75,000	524,300	536,217	11,917
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(202,675)	(129,208)	(95,435)	33,773
Total other financing sources (uses)	(202,675)	(129,208)	(95,435)	33,773
NET CHANGE IN FUND BALANCES	(127,675)	395,092	440,782	45,690
FUND BALANCES, BEGINNING OF YEAR	790,549	790,549	790,549	-
FUND BALANCES, END OF YEAR	$ 662,874	$ 1,185,641	$ 1,231,331	$ 45,690

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2023

	Gateway East District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ -	$ 66,000	$ 71,495	$ 5,495
Unrealized loss on investments	-	-	7,823	7,823
Revenue allocation funds	5,210,000	4,505,800	4,438,513	(67,287)
Total revenues	5,210,000	4,571,800	4,517,831	(53,969)
EXPENDITURES				
Operating and administrative expenses	70,000	3,500	-	3,500
Capital outlay and related expenses	4,201,216	366,541	273,226	93,315
Total expenditures	4,271,216	370,041	273,226	96,815
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	938,784	4,201,759	4,244,605	42,846
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(445,885)	(344,554)	(265,098)	79,456
Total other financing sources (uses)	(445,885)	(344,554)	(265,098)	79,456
NET CHANGE IN FUND BALANCES	492,899	3,857,205	3,979,507	122,302
FUND BALANCES, BEGINNING OF YEAR	2,626,417	2,626,417	2,626,417	-
FUND BALANCES, END OF YEAR	$ 3,119,316	$ 6,483,622	$ 6,605,924	$ 122,302

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2023

	State Street District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	$ -	$ 3,000	$ 5,116	$ 2,116
Unrealized gain on investments	-	-	782	782
Other	-	-	-	-
Parking revenues	1,110,000	900,100	872,897	(27,203)
Total revenues	1,110,000	903,100	878,795	(24,305)
EXPENDITURES				
Operating and administrative expenses	200,000	2,200	478	1,722
Capital outlay and related expenses	200,000	-	-	-
Total expenditures	400,000	2,200	478	1,722
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	710,000	900,900	878,317	(22,583)
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(202,675)	(129,208)	(109,574)	19,634
TOTAL OTHER FINANCING SOURCES	(202,675)	(129,208)	(109,574)	19,634
NET CHANGE IN FUND BALANCES	507,325	771,692	768,743	(2,949)
FUND BALANCES, BEGINNING OF YEAR	-	-	-	-
FUND BALANCES, END OF YEAR	$ 507,325	$ 771,692	$ 768,743	$ (2,949)

CAPITAL CITY DEVELOPMENT CORPORATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2023

	Parking Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Lease	$ 140,000	$ 150,000	$ 148,916	$ (1,084)
Interest	-	217,000	219,945	2,945
Unrealized loss on investments	-	-	19,558	19,558
Other	2,500	6,600	7,110	510
Parking revenues	8,371,182	8,735,851	8,864,682	128,831
Total revenues	8,513,682	9,109,451	9,260,211	150,760
EXPENDITURES				
Operating and administrative expenses	2,765,569	2,408,890	2,551,216	(142,326)
Capital outlay and related expenses	2,759,500	1,355,271	1,181,825	173,446
Debt service - principal	170,000	170,000	-	170,000
Total expenditures	5,695,069	3,934,161	3,733,041	201,120
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	2,818,613	5,175,290	5,527,170	351,880
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(1,000,129)	(952,712)	(797,873)	154,839
Total other financing sources (uses)	(1,000,129)	(952,712)	(797,873)	154,839
NET CHANGE IN FUND BALANCES	1,818,484	4,222,578	4,729,297	506,719
FUND BALANCES, BEGINNING OF YEAR	11,982,050	11,982,050	11,982,050	-
FUND BALANCES, END OF YEAR	$ 13,800,534	$ 16,204,628	$ 16,711,347	$ 506,719

CAPITAL CITY DEVELOPMENT CORPORATION
SCHEDULE OF EMPLOYER'S SHARE OF NET PENSION LIABILITY (ASSET)
YEAR ENDED SEPTEMBER 30, 2023

Schedule of Employer's Share of Net Pension Liability (Asset)
PERSI - Base Plan
Last 10 - Fiscal Years*

	2023	2022	2021	2020	2019
Employer's portion of net of the pension (asset) liability	0.0419441%	0.0401829%	0.0445123%	0.0422940%	0.0422401%
Employer's proportionate share of the net pension (asset) liability	$ 1,673,850	$ 1,582,707	$ (35,155)	$ 982,123	$ 482,159
Employer's covered payroll	$ 1,767,575	$ 1,489,671	$ 1,535,074	$ 1,506,386	$ 1,426,600
Employer's proportionate share of the net pension (asset) liability as a percentage of its covered payroll	94.70%	106.25%	-2.29%	65.20%	33.80%
Plan fiduciary net position as a percentage of the total pension (asset) liability	83.83%	83.09%	100.36%	82.22%	93.79%

	2018	2017	2016	2015
Employer's portion of net of the pension (asset) liability	0.0405570%	0.0397908%	0.0403932%	0.0361820%
Employer's proportionate share of the net pension (asset) liability	$ 598,223	$ 625,443	$ 818,832	$ 476,459
Employer's covered payroll	$ 1,309,034	$ 1,277,551	$ 1,194,427	$ 1,035,703
Employer's proportionate share of the net pension (asset) liability as a percentage of its covered payroll	45.70%	48.96%	68.55%	46.00%
Plan fiduciary net position as a percentage of the total pension (asset) liability	91.69%	90.68%	87.26%	91.38%

* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the Agency will present information for those use for which information is available.

Data reported is measured as of June 30 of each year.

CAPITAL CITY DEVELOPMENT CORPORATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
YEAR ENDED SEPTEMBER 30, 2023

Schedule of Employer Contributions
PERSI - Base Plan
Last 10 - Fiscal Years*

	2023	2022	2021	2020	2019
Statutorily required contribution	$ 213,648	$ 201,057	$ 189,895	$ 184,578	$ 166,029
Contributions in relation to the statutorily required contribution	$ (213,948)	$ (195,718)	$ (189,531)	$ (189,706)	$ (167,556)
Contribution deficiency (excess)	$ (300)	$ 5,339	$ 364	$ (5,128)	$ (1,527)
Employer's covered payroll	$ 1,789,250	$ 1,604,032	$ 1,561,822	$ 1,567,710	$ 1,446,855
Contributions as a percentage of covered payroll	11.96%	12.20%	12.14%	12.10%	11.58%

	2018	2017	2016	2015
Statutorily required contribution	$ 153,809	$ 140,234	$ 135,975	$ 124,326
Contributions in relation to the statutorily required contribution	$ (152,231)	$ (140,418)	$ (133,983)	$ (123,145)
Contribution deficiency (excess)	$ 1,578	$ (184)	$ 1,992	$ 1,181
Employer's covered payroll	$ 1,346,870	$ 1,222,892	$ 1,202,851	$ 1,096,499
Contributions as a percentage of covered payroll	11.30%	11.48%	11.14%	11.23%

* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the Agency will present information for those use for which information is available.

Data reported is measured as of September 30 of each year.

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

The Agency follows these procedures in establishing the budget:

1. Prior to August, the preliminary budget is reviewed by the Agency's Executive Committee.
2. The preliminary budget is revised, if necessary, prior to Board consideration.
3. The proposed budget is approved by the Board of Commissioners at its regular August meeting.
4. The proposed budget is published for public review.
5. The Board of Commissioners holds a special meeting including a public hearing on the budget in August.
6. The proposed budget is adopted by the Board of Commissioners prior to September 1.
7. The adopted budget is filed with the City of Boise.
8. October 1 begins the Agency's fiscal year.
9. Budget amendments, if any, require formal approval of the Agency's Board of Commissioners.

Note 2 - Summary of Significant Accounting Policies

The fiscal year 2023 budget was amended once during the year to reflect a restatement of appropriations in the adopted and amended budget.

Note 3 - Actuary Assumptions

The total pension liability (asset) in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30 percent
Salary increases including inflation	3.05 percent
Investment rate of return-net of investment fees	6.35 percent
Cost of living (COLA) adjustments	1.00 percent

Several different sets of mortality rates are used in the valuation for contributing members, members retired for service and beneficiaries. These rates were adopted for the valuation dated July 1, 2021.

Contributing Members, Service Retirement Members, and Beneficiaries

General Employees and All Beneficiaries - Males	Pub-2010 General Tables, increased 11%
General Employees and All Beneficiaries - Females	Pub-2010 General Tables, increased 21%
Teachers - Males	Pub-2010 Teacher Tables, increased 12%
Teachers - Females	Pub-2010 Teacher Tables, increased 21%
Fire & Police - Males	Pub-2010 Safety Tables, increased 21%
Fire & Police - Females	Pub-2010 Safety Tables, increased 26% 5% of Fire and Police active member deaths are assumed to be duty related. These assumptions were adopted July 1, 2021.
Disabled Members - Males	Pub-2010 Disabled Tables, increased 38%
Disabled Members - Females	Pub-2010 Disabled Tables, increased 36%

The Total Pension Liability as of June 30, 2023, is based on the results of an actuarial valuation date of July 1, 2023. The District's proportionate share of changes in assumptions as of the measurement date totaled $165,746.

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Commissioners
Capital City Development Corporation
Boise, Idaho

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States *(Government Auditing Standards)*, the financial statements of the governmental activities, and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated December 28, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Boise, Idaho
December 28, 2023

CAPITAL CITY DEVELOPMENT CORP

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AGENDA BILL

Agenda Subject: Award Contract: Eisenman Road Pedestrian Improvements	**Date:** February 12, 2024
Staff Contact: Kassi Brown Project Manager	**Attachments:** A. Resolution 1855 B. Public Works Agreement
Action Requested: Adopt Resolution 1855 approving and authorizing the execution of the Public Works Agreement with Sunnyridge Construction, LLC for the 2024 Eisenman Road Pedestrian Improvements Project	

Background:
Eisenman Road is a primary north-south arterial connection between Gowen Road and Lake Hazel Road in the Gateway East Urban Renewal District. Much of the two-mile-long corridor is a two-lane, rural roadway serving a mix of industrial, commercial, and residential land uses. Currently there are no dedicated bike lanes, sidewalks, or stormwater facilities along much of the corridor.

In collaboration with the South Eisenman Neighborhood Association and the City of Boise, CCDC programmed funding to address the need for pedestrian facilities along the Blue Valley Mobile Home Park frontage to improve safety for pedestrians travelling between Blue Sage Lane and Blue Valley Lane, particularly for students requiring access to the school bus service.

In September 2021, CCDC engaged Civil Survey Consultants (CSC) to begin planning pedestrian and lighting improvements. In Spring 2022, the Agency installed three overhead lights at the intersections of Blue Valley Ln, Blue Lake Ln and Blue Sage Ln to improve nighttime visibility. CSC continued engineering efforts through 2022 to obtain ACHD permit to build the sidewalk improvements. CCDC received ACHD approval of final project plans in late summer 2023 and thereafter commenced with bidding.

Pedestrian improvements include a protected five-foot wide asphalt pathway along Eisenman Road, from E Blue Valley Lane to E Blue Sage Lane, with a new retaining wall at Five Mile Creek. This project will complete the pedestrian safety enhancements and connectivity desired by the community.

Procurement Process:
The Agency completed the formal, sealed bid process per state code in November 2023. At the December 11, 2023 meeting the Board rejected all bids and approved negotiation on the open

market, per Idaho Code § 67-2805(2)(a)(viii). Thereafter, the Agency engaged contractors on the open market and negotiated the enclosed agreement with Sunnyridge Construction, LLC. The negotiated amount is a significant savings compared to the November responsive bid results.

Fiscal Notes:
The contract amount negotiated with Sunnyridge Construction, LLC is $422,515. The Agency's FY2024 budget includes sufficient funds to proceed with the Agreement.

Recommendation:
Staff recommends the Agency's Board find it in the best interest of the public and the Agency to approve the public works agreement with Sunnyridge Construction, LLC for the 2024 Eisenman Road Pedestrian Improvements Project.

Suggested Motion:
I move to adopt Resolution 1855 approving and authorizing the execution of the public works agreement with Sunnyridge Construction, LLC for the 2024 Eisenman Road Pedestrian Improvements Project.

RESOLUTION NO. 1855

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING THAT THE AGENCY COMPLIED WITH THE BIDDING REQUIREMENTS OF IDAHO CODE § 67-2805(2)(a)(viii) AND OBTAINED THE SERVICES REQUIRED FOR THE EISENMAN ROAD PEDESTRIAN IMPROVEMENTS PROJECT MORE ECONOMICALLY ON THE OPEN MARKKET; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE PUBLIC WORKS AGREEMENT BETWEEN THE AGENCY AND SUNNYRIDGE CONSTRUCTION, LLC, TO UNDERTAKE AND COMPLETE THE EISENMAN ROAD PEDESTRIAN IMPROVEMENTS PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORSEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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 Agency is required to comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code; and,

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

WHEREAS, the Agency issued an Invitation to Bid for the Eisenman Road Pedestrian Improvements Project (the "Project") on October 25, 2023; and,

WHEREAS, the Agency received two (2) sealed bids by the due date and time of 3:00 p.m. on November 15, 2023, and both bids exceed the Agency's budget for the Project; and,

WHEREAS, pursuant to Idaho Code § 67-2805(2)(a)(viii), the Agency Board is permitted, in its discretion, to reject all bids and, after finding it to be a fact, pass a resolution declaring that the project can be performed more economically by purchasing the construction services on the open market; and,

WHEREAS, the Board of Commissioners adopted Resolution 1849 on December 12, 2023, declaring that the Project can be performed more economically by purchasing the construction services on the open market and authorizing the Agency to do so; and,

WHEREAS, in accordance with Idaho Code § 67-2805(2)(a)(viii), the Agency did engage public works construction contractor Sunnyridge Construction, LLC, which is properly licensed and insured in Idaho, and negotiated with the company to complete the Project; and,

WHEREAS, having negotiated with Sunnyridge Construction, LLC, to complete the Project for an amount that is within the Agency's budget and more economical than originally bid, the Agency recommends the Agency Board authorize the Agency Executive Director to execute a construction contract with Sunnyridge Construction, LLC, to complete the Project; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve the construction agreement with Sunnyridge Construction, LLC, and authorize the Agency's Executive Director to execute the 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 Agency Board finds the Agency complied with the requirements set forth in Idaho Code § 67-2805(2)(a) and rejected all bids because they were over budget; and finds therefore that, in accordance with Idaho Code § 67-2805(2)(a)(viii), the Agency obtained the services more economically on the open market.

Section 3: That the Agency Executive Director is hereby authorized to execute a public works construction contract for the Eisenman Road Pedestrian Improvements Project with Sunnyridge Construction, LLC, for the total amount of FOUR HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED FIFTEEN DOLLARS ($422,515), consistent with the Agency Board's stated instructions at the February 12, 2024, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the public works construction agreement, subject to representations by Agency legal counsel that all conditions precedent to those actions and the public works construction agreement or other documents are acceptable and consistent with the comments and discussions received at the February 12, 2024, Agency Board Meeting.

Section 4: That the Agency Executive Director is authorized to expend funds to complete the Project in the amount of $422,515 plus allowing up to 15% of that amount for contingencies if determined necessary in his best judgment.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 12, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 12, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTOR

EISENMAN ROAD PEDESTRIAN FACILITIES

($422,515)

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTOR'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
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6. TIME
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12. DISPUTE MITIGATION AND RESOLUTION
13. MISCELLANEOUS
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ARTICLE 1 AGREEMENT

This Agreement is made this ____ day of February in the year 2024, by and between the

OWNER: Capital City Development Corporation (CCDC)
121 N. 9th Street, Suite 501
Boise, Idaho 83702

and the

CONSTRUCTOR: Sunnyridge Construction, LLC
3700 Sunny Ridge Road
Nampa, Idaho 83686-8448

Tax identification number (TIN): 88-1073362

Idaho Public Works Contractor License No.: 060686-U-1-2

for construction services in connection with the following PROJECT:

Project Identification: Eisenman Road Pedestrian Facilities

Work Area: Eisenman Road between Blue Sage Lane and Blue Lake Lane, Boise, Idaho.

Notice to the Parties shall be given at the above addresses.

The Owner's Project Engineer is Civil Survey Consultants, Inc., Corey Peacock, PE.

The Owner's Representative is Kassi Brown, Project Manager

The Parties agree as set forth herein:

ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing.

2.1.1 The Constructor shall furnish construction administration and management services and use the Constructor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Constructor represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor. Owner will have no right to control or direct the details, manner, or means by which Constructor accomplishes the results of the services performed hereunder.

2.1.3 The Constructor has no obligation to work any particular hours or days or any particular number of hours or days. Constructor agrees, however, that its other contracts and services shall not interfere with the performance of its services under this Agreement.

2.1.4 Neither the Constructor nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement or unless authorized in writing by the Owner's Representative.

2.1.5 The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, or others for whom they may be liable, to secure preferential treatment.

2.2 DESIGN PROFESSIONAL Owner's Design Professional is **Civil Survey Consultants, Inc.** The Owner, through its Design Professional, shall provide all design services necessary for the completion of the Work. The Constructor shall not be required to provide professional services which constitute the practice of architecture, landscape architecture, or engineering.

2.2.1 The Owner shall obtain from the Design Professional either a license for Constructor and Subcontractors to use the design documents prepared by the Design Professionals or ownership of the copyrights for such design documents, and shall indemnify and hold harmless the Constructor against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.3 DEFINITIONS

2.3.1 "Agreement" means this Standard Agreement and General Conditions Between Owner and Constructor, as modified, and exhibits and attachments made part of this agreement upon its execution. For purposes of this Agreement, the terms "Agreement" and "Contract" are equivalent.

2.3.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3 "Change Order" is a written order signed by the Owner and the Constructor after execution of this Agreement, indicating changes in the scope of the Work, the Contract Price, or Contract Time, including substitutions proposed by the Constructor and accepted by the Owner.

2.3.4 "Contract Documents" consist of this Agreement, the existing Contract Documents listed in Section 14.1, drawings, specifications, addenda issued and acknowledged prior to execution of this Agreement, information furnished by the Owner pursuant to subsection 3.13.4, and modifications issued in accordance with this Agreement.

2.3.5 "Contract Price" is the amount indicated in section 7.1 of this Agreement.

2.3.6 "Contract Time" is the period between the Date of Commencement and Final Completion.

2.3.7 "Constructor" is the person or entity identified in ARTICLE 1 and includes the Constructor's Project Manager, designated by Constructor as having authority to represent, make decisions, and act on behalf of Constructor. For purposes of this Agreement, the terms Constructor and Contractor with the capitalized "C" are equivalent.

2.3.8 "Construction Period" is the period of time between the Date of Commencement stated in the Notice to Proceed and the date of Final Completion stated in the Certificate of Final Completion.

2.3.9 "Cost of the Work" means the costs and discounts specified in section 8.3.2.

2.3.10 “Date of Commencement” is as set forth in section 6.1.

2.3.11 “Day” means a calendar day.

2.3.12 “Defective Work” is any portion of the Work that does not conform with the Contract Documents.

2.3.13 “Design Professional” means the licensed architect or engineer, and its consultants, retained by the Owner to perform design services for the Project.

2.3.14 “Final Completion” occurs on the date when the Constructor’s obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Constructor.

2.3.15 “Interim Directed Change” is a change to the Work directed by the Owner pursuant to section 8.2.

2.3.16 “Laws” mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Constructor must comply that are enacted as of the Agreement date.

2.3.17 “Material Supplier” is a person or entity retained by the Constructor to provide material and equipment for the Work.

2.3.18 “Others” means other contractors/constructors, material suppliers, and persons at the Worksite who are not employed by the Constructor or Subcontractors.

2.3.19 “Overhead” means (a) payroll costs and other compensation of Constructor employees in the Constructor's principal and branch offices; (b) general and administrative expenses of the Constructor's principal and branch offices including charges against the Constructor for delinquent payments; and (c) the Constructor's capital expenses, including interest on capital used for the Work.

2.3.20 “Owner” is the person or entity identified in ARTICLE 1 and includes the Owner's Representative.

2.3.21 “Owner’s Representative” is the individual employed by the Owner who shall be fully acquainted with the Project, shall act as the prime point of contact between Owner and Owner’s Project Engineer, shall provide the Owner’s instructions to Owner’s Project Engineer, and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice.

2.3.22 “Parties” are collectively the Owner and the Constructor.

2.3.23 “Project,” as identified in ARTICLE 1, is the construction, installation, repair or other improvements for which the Constructor is to perform Work under this Agreement. It may also include construction by the Owner or Others.

2.3.24 “Project Engineer” is the individual retained by the Owner to perform day-to-day field observations of the Project on Owner’s behalf and shall be the prime point of contact for Constructor. The Project Engineer shall possess full authority to receive instructions from Owner and to act on those instructions.

2.3.25 “Schedule of the Work” is the document prepared by the Constructor that specifies the dates on which the Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

2.3.26 “Subcontractor” is a person or entity retained by the Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or Others. All subcontractors shall hold valid Public Works Contractor licenses pursuant to Idaho Code § 54-1902.

2.3.27 “Substantial Completion” of the Work occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. This date shall be confirmed by a Certificate of Substantial Completion signed by the Owner and Constructor.

2.3.28 “Subsubcontractor” is a person or entity who has an agreement with a Subcontractor or another Subsubcontractor to perform a portion of the Subcontractor's Work.

2.3.29 “Terrorism” means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.30 “Work” means the construction and services necessary or incidental to fulfill the Constructor's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.3.30.1 “Changed Work” means work that is different from the original scope of Work; or work that changes the Contract Price or Contract Time.

2.3.31 “Worksite” means the geographical area of the Project Location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 The Constructor shall provide all labor, materials, equipment, and services (except those items specifically identified in the Contract Documents as products, equipment, systems or materials that Owner shall provide) necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

3.1.2 The Constructor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the Constructor shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Constructor recognized and failed to timely report to the Project Engineer any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures.

3.1.3 The Constructor shall perform Work only within locations allowed by the Contract Documents, Laws, and applicable permits.

3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.2.2 If the Owner elects to perform work at the Worksite directly or by Others, the Constructor and the Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Constructor and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The Constructor, the Owner, and Others shall adhere to the revised construction schedule.

3.2.3 With regard to the work of the Owner and Others, the Constructor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective; (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate the Constructor's Work with theirs.

3.2.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Constructor shall give the Owner prompt written notification of any defects the Constructor discovers in their work which will prevent the proper execution of the Work. The Constructor's obligations in this subsection do not create a responsibility for the work of the Owner or Others, but are for the purpose of facilitating the Work. If the Constructor does not notify the Owner of defects interfering with the performance of the Work, the Constructor acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Constructor of defects, the Owner shall promptly inform the Constructor what action, if any, the Constructor shall take with regard to the defects.

3.3 RESPONSIBILITY FOR PERFORMANCE

3.3.1 Prior to commencing the Work, the Constructor shall examine and compare the drawings and specifications with information furnished by the Owner that are Contract Documents, relevant field measurements made by the Constructor, and any visible conditions at the Worksite affecting the Work.

3.3.2 Should the Constructor discover any errors, omissions, or inconsistencies in the Contract Documents, the Constructor shall promptly report them to Owner’s Project Engineer and Owner’s Representative. It is recognized, however, that the Constructor is not acting in the capacity of a licensed design professional, and that the Constructor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations. Following receipt of written notice from the Constructor of defects, the Owner shall promptly inform the Constructor what action, if any, the Constructor shall take with regard to the defects.

3.3.3 The Constructor shall have no liability for errors, omissions, or inconsistencies discovered under this section 3.3 unless the Constructor knowingly fails to report a recognized problem to the Owner's Project Engineer and Owner's Representative.

3.3.4 The Constructor may be entitled to additional costs or time because of clarifications or instructions arising out of the Constructor's reports described in this section 3.3.

3.3.5 Nothing in this section 3.3 shall relieve the Constructor of responsibility for its own errors, inconsistencies, and omissions.

3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 The Constructor shall provide competent supervision for the performance of the Work. Before commencing the Work, the Constructor shall notify the Project Engineer and Owner's Representative in writing of the name and qualifications of its proposed Constructor's Project Manager so the Project Engineer and Owner's Representative may review the individual's qualifications. If, for reasonable cause, the Project Engineer and/or Owner's Representative refuses to approve the individual or withdraws its approval after once giving it, the Constructor shall name a different Constructor's Project Manager for the Owner's review. Any disapproved Project Manager shall not perform in that capacity thereafter at the Worksite.

3.4.2 The Constructor shall be responsible to the Owner for acts or omissions of parties or entities performing portions of the Work for or on behalf of the Constructor or any of its Subcontractors.

3.4.3 The Constructor shall permit only qualified persons to perform the Work. The Constructor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, the Constructor shall immediately reassign the person upon receipt of the Owner's written notice to do so.

3.4.4 CONSTRUCTOR'S PROJECT MANAGER The Constructor's authorized Project Manager is **STEVE KIRKMAN**. The Constructor's Project Manager shall possess full authority to receive instructions from the Owner directly or through Owner's Project Engineer and to act on those instructions. If the Constructor changes the Constructor's Project Manager or his/her authority, the Constructor shall immediately notify the Project Engineer in writing.

3.5 WORKMANSHIP The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.6 MATERIALS FURNISHED BY THE OWNER OR OTHERS If the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Constructor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Constructor shall be the responsibility of the Constructor and may be deducted from any amounts due or to become due the Constructor. Any defects discovered in such materials or equipment shall be reported at once to the Project Engineer. Following receipt of written notice from the Constructor of defects, the Project Engineer shall promptly inform the Constructor what action, if any, the Constructor shall take with regard to the defects.

3.7 TESTS AND INSPECTIONS

3.7.1 The Constructor shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. The Constructor shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible, the Project Engineer, Owner's Representative and Others may timely observe the tests at the normal place of testing. Except as provided in subsection 3.7.3 and the Drawings and Specifications, the Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents, which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the Constructor and promptly delivered to the Project Engineer, with copies to the Owner's Representative.

3.7.2 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the Constructor shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in subsection 3.7.3.

3.7.3 If the procedures described in the two subsections above indicate that portions of the Work fail to comply with the Contract Documents due to negligence of the Constructor, the Constructor shall be responsible for costs of correction and retesting.

3.8 WARRANTY

3.8.1 The Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Constructor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Constructor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Constructor's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.

3.8.3 The Constructor shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. All such warranties shall be listed in an attached exhibit to this Agreement. After that period, the Constructor shall provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.

3.9 CORRECTION OF WORK WITHIN TWO YEARS

3.9.1 If, prior to Substantial Completion and within two years after the date of Substantial Completion of the Work, any Defective Work is found, the Owner shall promptly notify the Constructor in writing. Unless the Owner provides written acceptance of the condition, the Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period the Owner discovers and does not promptly

notify the Constructor or give the Constructor an opportunity to test or correct Defective Work as reasonably requested by the Constructor, the Owner waives the Constructor's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the two-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Constructor.

3.9.3 If the Constructor fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due the Constructor. If payments then or thereafter due the Constructor are not sufficient to cover such amounts, the Constructor shall pay the difference to the Owner within forty-five (45) days.

3.9.4 The Constructor’s obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Constructor and allow the Constructor an opportunity to correct the Work if the Constructor elects to do so. If the Constructor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Constructor does not elect to correct the Work, the Owner may have the Work corrected by itself or Others, and, if the Owner intends to seek recovery of those costs from the Constructor, the Owner shall promptly provide the Constructor with an accounting of the correction costs it incurs.

3.9.5 If the Constructor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, the Constructor shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Constructor's other obligations under the Contract Documents.

3.9.7 Prior to final payment, at the Owner's option and with the Constructor's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CORRECTION OF COVERED WORK

3.10.1 On request of the Project Engineer, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Project Engineer’s and, if desired the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective, the Constructor shall pay the costs of uncovering and replacement.

3.10.2 If, contrary to specific requirements in the Contract Documents or contrary to a specific request from the Project Engineer or Owner, a portion of the Work is covered, the Project Engineer

or Owner, by written request, may require the Constructor to uncover the Work for the Project Engineer's and, if desired the Owner's observation. In this circumstance, the Work shall be replaced at the Constructor's expense and with no adjustment to the Contract Time.

3.11 SAFETY OF PERSONS AND PROPERTY

3.11.1 SAFETY PRECAUTIONS AND PROGRAMS The Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work or for compliance with Laws.

3.11.2 The Constructor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.

3.11.3 CONSTRUCTOR'S SAFETY REPRESENTATIVE The Constructor's Worksite safety representative is **JOSH CRIMBCHIN**, who shall act as the Constructor's Worksite safety representative with a duty to prevent accidents. If no individual is identified in this subsection, the Constructor's safety representative shall be the Constructor's Project Manager. The Constructor shall report promptly in writing to the Project Engineer, with a copy to the Owner's Representative, all recordable accidents and injuries occurring at the Worksite. When the Constructor is required to file an accident report with a public authority, the Constructor shall furnish a copy of the report to the Project Engineer and Owner's Representative.

3.11.4 The Constructor shall provide the Project Engineer and Owner's Representative with copies of all notices required of the Constructor by law or regulation. The Constructor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.11.5 Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by the negligent acts or omissions of the Constructor, or anyone for whose acts the Constructor may be liable, shall be promptly remedied by the Constructor.

3.11.6 If the Project Engineer deems any part of the Work or Worksite unsafe, the Project Engineer, without assuming responsibility for the Constructor's safety program, may require the Constructor to stop performance of the Work or take corrective measures satisfactory to the Project Engineer, or both. If the Constructor does not adopt corrective measures, the Owner may perform them and deduct their cost from the Contract Price. The Constructor agrees to make no claim for damages, for an increase in the Contract Price or for a change in the Contract Time based on the Constructor's compliance with the Project Engineer's or Owner's reasonable request.

3.12 EMERGENCIES In an emergency affecting the safety of persons or property, the Constructor shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in the Contract Price or Contract Time resulting from the actions of the Constructor in an emergency situation shall be determined as provided for in ARTICLE 8.

3.13 HAZARDOUS MATERIALS

3.13.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under Laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup. The Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by the

Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.

3.13.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, the Constructor shall be entitled to immediately stop Work in the affected area. The Constructor shall promptly report the condition to the Project Engineer and Owner's Representative and, if required, the governmental agency with jurisdiction.

3.13.3 The Constructor shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.13.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work. The Constructor shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.13.5 If the Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

3.13.6 To the extent permitted by section 6.9 and to the extent not caused by the negligent acts or omissions of the Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall defend, indemnify, and hold harmless the Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.13.7 MATERIALS BROUGHT TO THE WORKSITE

3.13.7.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Constructor, Subcontractors, the Owner, or Others, shall be maintained at the Worksite by the Constructor and made available to the Project Engineer, Subcontractors, and Others.

3.13.7.2 The Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Constructor, its Subcontractors, or both, in accordance with the Contract Documents and used or consumed in the performance of the Work.

3.13.7.3 To the extent caused by the negligent acts or omissions of the Constructor, its agents, officers, directors, and employees, the Constructor shall indemnify and hold harmless the Owner, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Constructor, its Subcontractors, or both, in accordance with the Contract Documents.

3.13.7.4 This section 3.13.7 shall survive the completion of the Work or any termination of this Agreement.

3.14 SUBMITTALS

3.14.1 The Constructor shall submit to the Project Engineer all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. The Constructor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, the Constructor shall prepare and deliver its submittals in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize changes, deviations or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Project Engineer specifically authorizing such deviation, substitution or change. To the extent a change, deviation or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Neither the Project Engineer nor Owner shall make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to the Constructor.

3.14.2 The Constructor agrees upon request to submit in a timely fashion to the Project Engineer, with copies to the Owner’s Representative, for review any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Project Engineer.

3.14.3 The Constructor shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve the Constructor from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.14.4 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Constructor obtains approvals required under the Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Project Manager and the Owner and, if applicable, Design Professional provide for an adjustment in the Contract Price or Contract Time.

3.14.5 As-Built Documents: The Constructor shall maintain at the Worksite for the Owner one (1) copy of each of the Drawings and Specifications, Addenda, Change Orders, and other modifications, in good order and marked to indicate field changes and selections made during construction; and one (1) copy or sample of approved shop Drawings, Product Data, Samples, and similar required submittals.

3.15.5.1 General: Retain copy of each submittal made and each Addenda, Change Order, and Contract amendment issued affecting Contract Documents during the Construction Period for Project As-Built Document purposes. Post changes and modifications to Project As-Built Documents as they occur; do not wait until the end of the Project.

3.15.5.2 Maintenance of As-Built Documents: Store Project As-Built Documents in the field apart from the Contract Documents used for construction. Do not use Project As-Built Documents for construction purposes. Maintain Project As-Built Documents in good order and in clean, dry, legible condition, protected from deterioration and loss. Provide

access to Project As-Built Documents for Project Engineer's reference during normal working hours.

(a) Project Engineer shall evaluate As-Built Drawings for document condition, order, legibility, accuracy and completeness. Project Engineer shall notify Constructor of acceptance or request revisions or replacements and resubmittal. Constructor shall supply acceptable As-Built Drawings within seven (7) Days and prior to Final Payment for the Project.

(b) Project Engineer shall be responsible for creating digital Record Drawings incorporating the mark-ups on the As-Built Drawings submitted by the Constructor. Project Engineer will issue digital Record Drawings to the Constructor and Owner within fourteen (14) Days following Final Payment and distribute a minimum of one (1) copy each of Record Drawings to Owner, Project Engineer and Constructor.

3.15.8.4 As Built Specifications and Record Specifications: Maintain at the Worksite for the Owner a copy of Contract Documents for purposes of annotating where the actual product installation varies from that indicated. Submit the annotated portions of the Contract Documents to Project Engineer prior to requesting a Substantial Completion Inspection. Project Engineer may request corrections from the Constructor to make the submittal more legible and complete. Project Engineer shall be responsible for maintaining its own records on variations in product installations, assembling Record Specifications for the Project in a digital format and for distributing them to the Owner and Constructor at the conclusion of the Project. In preparing the Record Specifications, Project Engineer shall:

(a) Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

(b) Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

(c) Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

(d) Note related Change Orders and Record Drawings where applicable.

3.15 WORKSITE CONDITIONS

3.15.1 WORKSITE VISIT The Constructor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.15.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Constructor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Project Engineer. The Constructor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in ARTICLE 8.

3.16 PERMITS AND TAXES

3.16.1 The Constructor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. The Constructor shall provide to the Project Engineer and the Owner's Representative copies of all notices, permits, licenses, and renewals required under this Agreement.

3.16.2 The Constructor shall pay all applicable taxes enacted when bids are received or negotiations concluded for the Work provided by the Constructor.

3.16.3 If, in accordance with the Owner's direction, the Constructor claims an exemption for taxes, the Owner shall indemnify and hold the Constructor harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Constructor as a result of any such action.

3.17 CUTTING, FITTING, AND PATCHING

3.17.1 The Constructor shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others.

3.17.2 Cutting, patching or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

3.18 CLEANING UP

3.18.1 The Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.18.2 If the Constructor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Project Engineer of non-compliance, the Project Engineer may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due the Constructor in the next payment period.

3.19 ACCESS TO WORK The Constructor shall facilitate the access of the Project Engineer, Owner, and Others to Work in progress.

3.20 COMPLIANCE WITH LAWS The Constructor shall comply with all Laws at its own costs. The Constructor shall be liable to the Owner for all loss, cost, or expense attributable to any acts or omissions by the Constructor, its employees, subcontractors, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this section shall not apply if notice to the Project Engineer was given, and advance approval by appropriate authorities, including the Owner, is received.

3.20.1 The Contract Price or Contract Time shall be equitably adjusted by Change Order for additional costs resulting from any changes in Laws, including increased taxes, which were not reasonably anticipated and then enacted after the date of this Agreement.

3.21 CONFIDENTIALITY Unless compelled by law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, the Constructor shall treat as confidential and not disclose to third-persons, except Subcontractors, Subsubcontractors, and Material Suppliers as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Constructor or which the Constructor may acquire in connection with the Work. The Owner shall treat as confidential information, all of the Constructor's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Constructor shall each specify those items to be treated as confidential and shall mark them as "Confidential." In the event of a legal compulsion or other order seeking disclosure of any Confidential Information, the Constructor or Owner, as the case may be, shall promptly notify the other Party to permit that Party's legal objection, if necessary.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Any information or services to be provided by Owner shall be fulfilled with reasonable detail and in a timely manner.

4.2 WORKSITE INFORMATION To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.2.1 Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent Worksite conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Constructor in laying out the Work;

4.2.2 Tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law; and

4.2.3 Any other information or services requested in writing by the Constructor which are required for the Constructor's performance of the Work and under the Owner's control.

4.3 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by the Owner or Others shall be done with the prior written approval of the Constructor, which approval shall not be unreasonably withheld.

4.4 OWNER'S RIGHT TO CLEAN UP In case of a dispute between the Constructor and Others with regard to respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.5 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Constructor, the Owner may either (1) promptly remedy the damage or loss or (2) accept the damage or loss. If the Constructor incurs

additional costs or is delayed due to such loss or damage, the Constructor shall be entitled to an equitable adjustment in the Contract Price or Contract Time.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Work not performed by the Constructor with its own forces shall be performed by Subcontractors holding valid Public Works Contractor licenses pursuant to Idaho Code § 54-1902. All subcontracts shall be issued on a lump sum basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK Promptly after the award of this Agreement, the Constructor shall provide the Project Engineer and Owner's Representative with a written list of the proposed Subcontractors and significant Material suppliers.

5.3 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Constructor agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's or Material Supplier's portions of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by the Constructor to the Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by the Owner pursuant to sections 11.3 or 11.4; and

5.4.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Constructor in writing, and assumes all rights and obligations of the Constructor pursuant to each subcontract agreement.

5.4.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Constructor shall not commence the Work until it receives a written notice to proceed from the Owner. The notice to proceed shall identify the Date of Commencement.

6.2 SUBSTANTIAL/FINAL COMPLETION Substantial Completion of the Work shall be achieved in **ONE HUNDRED THIRTY (130) DAYS** from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Constructor shall achieve Final Completion within TWENTY-ONE (21) Days after the date of Substantial Completion. The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.3 Time is of the essence for this Agreement and the Contract Documents.

6.4 Unless instructed by the Owner in writing, the Constructor shall not knowingly commence the Work before the effective date of insurance and bonds to be provided by the Constructor or the Owner as required by the Contract Documents.

6.5 SCHEDULE OF THE WORK

6.5.1 Before submitting the first application for payment, the Constructor shall submit to the Project Engineer and Owner's Representative for approval a Schedule of the Work showing the dates on which the Constructor plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Project Engineer. The Constructor shall comply with the approved Schedule of the Work, unless directed by the Project Engineer to do otherwise or the Constructor is otherwise entitled to an adjustment in the Contract Time. The Constructor shall update the Schedule of the Work on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project.

6.5.2 The Project Engineer may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. The Owner may require the Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or Others. To the extent such changes increase the Constructor's costs or time, the Contract Price and Contract Time shall be equitably adjusted.

6.6 DELAYS AND EXTENSIONS OF TIME

6.6.1 If the Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Constructor, the Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Constructor include, but are not limited to, the following: (a) acts or omissions of the Project Engineer, Owner, or Others; (b) changes in the Work or the sequencing of the Work ordered by the Project Engineer or Owner, or arising from decisions of the Project Engineer or Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Project Engineer or Owner pending dispute resolution or suspension by the Owner under section 11.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Constructor shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 8.

6.6.2 In addition, if the Constructor incurs additional costs as a result of a delay that is caused by items (a) through (m) immediately above, the Constructor shall be entitled to an equitable adjustment in the Contract Price subject to section 6.9.

6.6.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, the Constructor shall provide prompt written notice to the Project Engineer with a copy to the Owner's Representative of the cause of such delays after the Constructor first recognizes the delay. The Owner and the Constructor agree to take reasonable steps to mitigate the effect of such delays.

6.7 NOTICE OF DELAY CLAIMS If the Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in the section above, the Constructor shall give the Owner written notice of the claim in accordance with section 8.4. If the Constructor causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs subject to section 6.9. The Owner shall process any such claim against the Constructor in accordance with ARTICLE 8.

6.8 LIQUIDATED DAMAGES

6.8.1 SUBSTANTIAL COMPLETION The Owner and the Constructor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.8.1.1 The Constructor understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Constructor agrees that if the Date of Substantial Completion is not attained, the Constructor shall pay the Owner FIVE HUNDRED DOLLARS ($500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.8.2 FINAL COMPLETION The Owner and the Constructor agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

6.8.2.1 The Constructor understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Constructor agrees that if the Date of Final Completion is not attained, the Constructor shall pay the Owner FIVE HUNDRED DOLLARS ($500.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.8.3 OTHER LIQUIDATED DAMAGES The Owner and the Constructor may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.9 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in subsections 6.8 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Constructor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages, including but not limited to the Owner's rental expenses incurred, loss of financing related to the Project, as well as the loss of financing not related to this Project, loss of reputation, or insolvency. The Constructor agrees to waive damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.9.1 The Owner and the Constructor shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 PRICE

7.1 As full compensation for performance by the Constructor of the Work in conformance with the Contract Documents, the Owner shall pay the Constructor the not to exceed price of **FOUR HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED FIFTEEN AND 00/100 DOLLARS ($422,515**). The not to exceed price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in Section 7.1.1 and ARTICLE 8.

7.1.1 The unit prices set forth in Division 00 Section 00 41 13, the Constructor's submitted Proposal dated **January 12, 2024**, shall be the basis for the Contract Price. Payment at the unit price will be based on actual measured quantities in accordance with the Contract Documents, except where the unit is a lump sum, in which case payment will be based upon the lump sum price as stated. The unit price and payment made for each item listed shall constitute full compensation for furnishing all labor, materials, bonds, insurance, and equipment, and performing any associated Constructor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items. The sum of the unit prices times the contract quantities plus the sum of non-unit price items shall mean "Contract Price." The Contract Price shall be subject to increase or decrease based upon the actually accepted quantities performed times the current contract unit prices as provided in Article 8.

ARTICLE 8 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directed Change.

8.1 CHANGE ORDER

8.1.1 The Constructor may request or the Owner may order, at any time before completion of the Project, changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order. All terms and conditions of the original contract shall become a part of each Change Order.

8.1.1.1 Owner-Initiated Proposal Requests: Before any change is made or work done, the Owner will issue a detailed written description of proposed changes in the Work. Proposal requests issued by the Owner are for information only. The Constructor shall not consider them instructions either to stop Work in progress or to execute the proposed change. Promptly after receipt of such instructions, the Constructor shall submit to the Owner within ten (10) days a proposal with a detailed estimate showing the cost of the proposed change in the Work, including a detailed breakdown of costs for the additional work as well as the credit for the original Work, and a revised schedule showing the extension of time, if any. The revised schedule showing any time extension shall be submitted in writing under separate cover and approved by Owner. The Owner shall promptly notify the Constructor in writing whether the estimate is acceptable and, if it is, in writing authorize the change to be made or Work to be done. The Owner reserves the right to reject any such proposal and to have the work done by others.

8.1.1.2 Constructor-Initiated Proposals: If the Constructor contends that it has encountered conditions, changes, or occurrences entitling it to a change in the Contract or an adjustment in the contract schedule or price, the Constructor shall propose changes by submitting a written request for a change to the Owner. The proposal shall include a statement outlining reasons for the change and the effect of the change on the Work, the effect of the proposed change on the Contract Sum including a detailed breakdown of costs for the additional work as well as the credit for the original Work, list of quantities of products required or eliminated, applicable taxes, delivery charges, equipment rental, and amounts of trade discounts and a revised schedule showing any time extension. The proposal shall be submitted to the Owner within ten (10) days of the discovery of the condition, changes, or occurrences for review and approval. Except in an emergency, the proposal shall be given before proceeding with the Work. The failure of the Constructor to provide the written proposal as provided herein within such time period shall constitute a waiver by the Constructor of any claim for compensation or time extension, notwithstanding any purposed

knowledge or lack of prejudice of the Owner. This written proposal requirement may not be waived, except explicitly and in writing by the Owner.

8.1.2 NO OBLIGATION TO PERFORM The Constructor shall not be obligated to perform changes in the Work that impact Contract Price or Contract Time until a Change Order has been executed or a written Interim Directed Change has been issued.

8.2 INTERIM DIRECTED CHANGE

8.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Constructor on the adjustment, if any, in the Contract Price or the Contract Time. The Constructor shall proceed with the change in the Work when indicated in writing by Owner, for subsequent inclusion in a Change Order.

8.2.2 The Owner and the Constructor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directed Change. As the changed Work is performed, the Constructor shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the Owner shall pay the Constructor fifty percent (50%) of its estimated cost to perform such Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12.

8.2.3 When the Owner and the Constructor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order. The Change Order shall include all outstanding Interim Directed Changes on which the Owner and Constructor have reached agreement on Contract Price or Contract Time issued since the last Change Order.

8.3 DETERMINATION OF COST OR CREDIT

8.3.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

8.3.1.1 Unit prices set forth in this Agreement or as subsequently agreed;

8.3.1.2 A mutually accepted, itemized lump sum;

8.3.2 “Cost of the Work” shall include the following costs necessary and reasonably incurred by Constructor to perform a change in the Work. For Constructor self-performed Changes in the Work, Change Order markup costs for Constructor are limited to 10% for Overhead and profit on direct costs of the Constructor. For Subcontractor performed Work, any Change Order markup costs for Constructor are limited to 5% for Overhead and profit on direct costs of the Constructor and any markup costs for Subcontractors are limited to 10% for Overhead and profit on direct costs of the Subcontractors.

8.3.2.1 Wages paid for labor in the direct employ of the Constructor in the performance of the Work.

8.3.2.2 Salaries of the Constructor's employees when stationed at the field office or branch office to the extent necessary to complete the applicable Work and employees engaged on the road expediting the production or transportation of material and equipment;

8.3.2.3 Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Constructor's standard personnel policy, insofar as such costs are paid to employees of the Constructor who are included in the Cost of the Work in subsections .1 and .2 immediately above;

8.3.2.4 Reasonable transportation, travel, and hotel expenses of the Constructor's personnel incurred in connection with the Work;

8.3.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling.

8.3.2.6 Payments made by the Constructor to Subcontractors for Work performed under this Agreement;

8.3.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of the Constructor;

8.3.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Constructor or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Constructor or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

8.3.2.9 Cost of the premiums for all insurance and surety bonds which the Constructor is required to procure or deems necessary, and approved by the Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.3.2.10 Sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which the Constructor is liable;

8.3.2.11 Permits, fees, licenses, tests, and royalties;

8.3.2.12 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work;

8.3.2.13 All water, power, and fuel costs necessary for the Work;

8.3.2.14 Cost of removal of all nonhazardous substances, debris, and waste materials;

8.3.2.15 All costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the Changed Work.

8.3.3 DISCOUNTS All discounts for prompt payment shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

8.3.4 COST REPORTING The Constructor shall maintain in conformance with generally accepted accounting principles a complete and current set of records that are prepared or used by the Constructor to calculate the Cost of Work. The Owner shall be afforded access to the Constructor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. The Constructor shall preserve all such records for a period of three (3) years after the final payment or longer where required by law.

8.3.5 COST AND SCHEDULE ESTIMATES The Constructor shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.

8.3.6 If an increase or decrease in the Contract Price or Contract Time cannot be agreed to as set forth in subsection 8.3.1, and the Owner issues an Interim Directed Change, the cost of the change in the Work shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, the Constructor's Overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, the Constructor's Overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Constructor shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.3.7 UNIT PRICES If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than fifteen percent (15%) above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase in costs due solely to the variation above fifteen percent (15%) or solely to the decrease below fifteen percent j(15%) of the estimated quantity. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Constructor, such unit prices shall be equitably adjusted.

8.3.8 If the Owner and the Constructor disagree as to whether work required by the Owner is within the scope of the Work, the Constructor shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. If the Owner issues a written order for the Constructor to proceed, the Constructor shall perform the disputed work and the Owner shall pay the Constructor fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work, subject to the requirements of ARTICLE 12. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. The Constructor's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.4 CLAIMS FOR ADDITIONAL COST OR TIME

8.4.1 Suspension of Work: Constructor shall not proceed with work which would alter, cover, damage or destroy evidence in support of Constructor's Claim. If Constructor proceeds to perform Work, with or without notice to Project Engineer, that alters, covers, damages or destroys evidence in support of Constructor's Claim, Constructor is indicating by proceeding its acceptance and agreement that the work performed does not add to the Contract Sum or Contract Time.

8.4.2 Action on Change Order: Project Engineer shall review the Claim and shall forward recommendations to Owner regarding the Claim within five (5) business days. Negotiation of changes to the Contract Sum and/or Contract Time between the Owner and Contractor shall follow the procedures set forth in the Contract Documents.

8.4.3 Owner and Project Engineer shall respond in writing approving or denying the Constructor's claim no later than fourteen (14) Days after receipt of the Constructor's claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

8.5 INCIDENTAL CHANGES The Project Engineer may direct the Constructor to perform incidental changes in the Work, upon concurrence with the Constructor that such changes do not involve adjustments in the Contract Price or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Project Engineer shall initiate an incidental change in the Work by issuing a written order to the Constructor. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1 SCHEDULE OF VALUES In accordance with requirements in Division 01 Section 01 29 00 for "Schedule of Values," the Constructor shall prepare and submit to the Project Engineer a Schedule of Values apportioned to the various divisions or phases of the Work. If the Contract Price is made up of unit prices, Constructor shall submit a schedule of values for all items whose value is a lump sum and that will take more than one month to perform. Each line item contained in the Schedule of Values shall be assigned a value such that the total of all items shall equal the Contract Price. Maintain the Schedule of Values during the construction period. If the Schedule of Values is revised, submit the updated Schedule of Values for Project Engineer's review and approval after each meeting or other activity where revisions have been recognized or made.

9.2 APPLICATIONS FOR PAYMENT

9.2.1 PROGRESS PAYMENTS In accordance with requirements in Division 01 Section 01 29 00 for "Applications for Payment", the Constructor shall submit to the Project Engineer a monthly application for payment no later than the 5th Business Day of the calendar month for the preceding thirty (30) Days. Constructor's applications for payment shall be itemized and supported by the Constructor's Schedule of Values, quantities of unit price items acceptably installed, and any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directed Changes. The Owner shall pay the amount otherwise due on any payment application, as certified by the Project Engineer, no later than thirty (30) Days after the Constructor has submitted a complete and accurate payment application and the Owner has approved the Constructor's payment application, or such shorter time period as required by applicable state statute. The Owner may deduct from any progress payment amounts that may be retained pursuant to subsection 9.2.4. The initial Application for Payment and the Applications for Payment at Substantial Completion and Final Completion have additional requirements as stated in Division 01 Section 01 29 00 "Applications for Payment".

9.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred in transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by the Constructor of bills of sale and proof of required insurance, or such other

documentation satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

9.2.3 LIEN WAIVERS AND LIENS Constructor acknowledges Owner is a public entity, that any property owned by Owner is considered public property, and that liens on public property are not enforceable. Constructor agrees that it shall not file any liens against property owned or controlled by Owner or by Ada County Highway District (“ACHD”) which is a part of the Worksite (the "Property"). Constructor agrees that no lien will be at any time be filed against the Property, or any part thereof, by any of Constructor’s subcontractors or other person employed by or furnishing labor, services, equipment, or materials to Constructor or any of its subcontractors for, in, or about the performance of the Work. The preceding clause will be inserted in all of the Constructor's or any of its subcontractor's purchase orders and material agreements. Subject to Owner's payment of the compensation in accordance with the terms of this Agreement, Constructor will promptly discharge all liens, if any, filed against the Property by Constructor’s subcontractors, suppliers and materialmen, and agents and persons employed by any of such persons.

9.2.4 RETAINAGE From each progress payment made prior to Substantial Completion, the Owner may retain FIVE percent (5%) of the amount otherwise due after deduction of any amounts as provided in section 9.3, and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision:

9.2.4.1 the Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.4.2 the Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which the Owner has accepted. In lieu of retainage, the Constructor may furnish a retention bond or other security interest acceptable to the Owner, to be held by the Owner.

9.3 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Constructor is responsible under this Agreement:

9.3.1 the Constructor's repeated failure to perform the Work as required by the Contract Documents;

9.3.2 Except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Constructor to the Owner or to Others to whom the Owner may be liable;

9.3.3 the Constructor's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner;

9.3.4 rejected, nonconforming or Defective Work not corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

9.3.7 uninsured third-party claims involving the Constructor, or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Constructor furnishes the Owner with

adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, the Project Engineer shall give written notice to the Constructor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Constructor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4 ACCEPTANCE OF WORK Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

9.5 PAYMENT DELAY If for any reason not the fault of the Constructor, the Constructor does not receive a progress payment from the Owner within seven (7) Days after the time such payment is due, then the Constructor, upon giving seven (7) Days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Constructor has been received. Interest shall not accrue on any unpaid amounts. The Contract Price and Contract Time shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

9.6 SUBSTANTIAL COMPLETION

9.6.1 CLOSEOUT PROCEDURES The Constructor shall comply with the requirements stated in Division 01 Section 01 77 00 CLOSEOUT PROCEDURES, in conjunction with Constructor’s compliance with the requirements in sections 9.6 and 9.7.

9.6.2 The Constructor shall notify the Project Engineer and, if directed, the Owner, when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Project Engineer and Owner’s Representative shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by the Owner without excessive interference in completing any remaining unfinished Work. If the Project Engineer determines that the Work or designated portion has not reached Substantial Completion, the Project Engineer shall promptly compile a list of items (“Punch List”) to be completed or corrected so the Owner may occupy or use the Work or designated portion for its intended use. The Constructor shall promptly complete all items on the Punch List and the list compiled by the Project Engineer.

9.6.3 When Substantial Completion of the Work or a designated portion is achieved, the Owner shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of the Owner and Constructor for interim items such as security, maintenance, utilities, insurance, and damage to the Work. In the absence of a clear delineation of responsibilities, the Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. The Certificate of Substantial Completion shall also list any items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted first to the Project Engineer for written concurrence that Substantial Completion has been achieved and then to the Constructor for written acceptance of responsibilities assigned in the Certificate of Substantial Completion. The Certificate of Substantial Completion with signatures from the Project Engineer and the Constructor shall be submitted to the Owner for Owner’s signature indicating Owner’s acceptance of responsibilities assigned to the Owner in the Certificate of Substantial Completion and approval of the Certificate. A copy of the signed Certificate of Substantial Completion shall be provided to the Constructor.

9.6.4 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

9.6.5 Upon the Owner's written acceptance and issuance of the Certificate of Substantial Completion, the Owner shall pay to the Constructor the remaining retainage held by the Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Owner and Constructor as necessary to achieve Final Completion. Uncompleted items shall be completed by the Constructor in a mutually agreed upon timeframe. The Owner shall pay the Constructor monthly the amount retained for unfinished items as each item is completed.

9.7 PARTIAL OCCUPANCY OR USE

9.7.1 The Owner may occupy or use completed or partially completed portions of the Work when: (a) the portion of the Work is designated in a Certificate of Substantial Completion; (b) appropriate insurer(s) consent to the occupancy or use; and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 CLOSEOUT PROCEDURES The Constructor shall comply with the requirements in Division 01 Section 01 77 00 CLOSEOUT PROCEDURES, in conjunction with Constructor's compliance with the requirements in this section.

9.8.2 INSPECTION Upon notification from the Constructor that the Work is complete and ready for final inspection and acceptance, the Project Engineer and Owner's Representative shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

9.8.3 If the Project Engineer and Owner's Representative determine that the Project has attained Final Completion, the Project Engineer shall request the following submissions from the Constructor:

(a) an affidavit declaring any indebtedness connected with the Work, *e.g.* payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

(b) as-built drawings and specifications, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

(c) release of any liens, conditioned on final payment being received;

(d) consent of any surety;

(e) any outstanding known and unreported accidents or injuries experienced by the Constructor or its Subcontractors at the Worksite; and

(f) any other submissions required by Section 01 77 00 CLOSEOUT PROCEDURES.

9.8.4 When Final Completion has been achieved, the Constructor shall prepare for the Owner's written acceptance a final application for payment stating that to the best of the Constructor's

knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

9.8.5 Upon receipt of a final application for payment and Constructor's satisfactory completion of closeout procedures stated in sections 9.6 and 9.8, the Project Engineer shall prepare a Certificate of Final Completion establishing the date of Final Completion. Upon signature by the Project Engineer, the Certificate of Final Completion shall be submitted to the Constructor for signature. The Certificate of Final Completion with signatures from the Project Engineer and the Constructor shall be returned to the Owner for Owner's signature indicating Owner's approval of the Certificate of Final Completion. A copy of the signed Certification of Final Completion shall be provided to the Constructor. The Project Engineer's signature on the Final Completion Certificate shall signify the following: (a) Final Completion has been achieved; (b) Project has been inspected and complies with the requirements of the Contract Documents; and (c) Constructor has submitted all required closeout submittals and completed all required closeout procedures.

9.8.6 Final payment of the balance of the Contract Price shall be made to the Constructor within thirty (30) Days after the Constructor has submitted a complete and accurate application for final payment, has satisfactorily completed the requirements as set forth in sections 9.6 and 9.8 above, and a Certificate of Final Completion has been executed by the Owner and the Constructor.

9.8.7 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Constructor, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Constructor shall submit to the Project Engineer the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.

9.8.8 OWNER RESERVATION OF CLAIMS Claims not reserved in writing by the Owner with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

9.8.9 ACCEPTANCE OF FINAL PAYMENT Unless the Constructor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

9.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the rate allowed by the State of Idaho.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1 INDEMNITY

10.1.1 To the fullest extent permitted by law, the Constructor shall indemnify and hold harmless the Owner, the Owner's officers, directors, members, consultants, agents, and employees, the Design Professionals and the Design Professionals' officers, directors, members, consultants, agents, and employees and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Constructor, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Constructor shall be entitled to reimbursement of any defense costs paid above the

Constructor's percentage of liability for the underlying claim to the extent provided for by the subsection 10.1.2 below.

10.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Constructor, its officers, directors, members, consultants, agents, and employees, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner, Owner's Representative, the Project Engineer, and Others, but only to the extent caused by the negligent acts or omissions of the Owner, Owner's Representative, the Project Engineer, or Others. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for by the subsection 10.1.1 above.

10.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Constructor, anyone directly or indirectly employed by the Constructor or anyone for whose acts the Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Constructor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

10.2 INSURANCE

Constructor's insurance obligations are set forth in Division 00 Section 00 73 16 INSURANCE AND BONDING REQUIREMENTS.

10.3 BONDS

Constructor's bond obligations are set forth Division 00 Section 00 73 16 INSURANCE AND BONDING REQUIREMENTS.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should the Project Engineer and/or Owner order the Constructor in writing to suspend, delay, or interrupt the performance of the Work for the convenience of the Owner and not due to any act or omission of the Constructor or any person or entity for whose acts or omissions the Constructor may be liable, then the Constructor shall immediately suspend, delay or interrupt that portion of the Work for the time period ordered by the Project Engineer and/or Owner. Constructor shall take the actions necessary (or that the Owner may direct) for the protection and preservation of the Work and strive to minimize any further costs. Any suspension will be for such period of time as the Owner may determine, but in no event more than 14 consecutive days or 30 cumulative days, without the written agreement of the Constructor. The Contract Price and the Contract Time shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension.

11.1.2 Any action taken by the Project Engineer and/or Owner that is permitted by any other provision of the Contract Documents and that result in a suspension of part or all of the Work does not constitute a suspension of Work under this section 11.1.

11.2 NOTICE TO CURE A DEFAULT If the Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Constructor may be deemed in default by Owner.

11.2.1 In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to the Constructor, but shall give prompt written notice of such action to the Constructor following commencement of the action.

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 11.2, the Constructor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Constructor and, if applicable, the surety, that it intends to terminate this Agreement for default absent appropriate corrective action within seven (7) additional Days. After the expiration of the additional seven (7) Day period, the Owner may, subject to any prior rights of the surety: (a) terminate this Agreement by written notice; b.) exclude the Constructor from the site and take possession of the site and of all materials previously paid for by Owner; c.) accept assignment of subcontracts; and d.) finish the Work by a reasonable method the Owner may deem expedient. Upon written request of the Constructor, the Owner shall furnish to the Constructor an accounting of the costs incurred by the OWNER in finishing the Work. If the Owner terminates the Agreement for one of the reasons stated above, the Constructor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the contract price exceeds costs of finishing the Work, including compensation for consultant services and expenses made necessary thereby, and other damages incurred by the Owner, such excess shall be paid to the Constructor. If such costs and damages exceed the unpaid balance, the constructor shall pay the difference to the Owner. The remedies in this Section are in addition to any other remedies at law or in equity available to Owner.

11.3.2 USE OF CONSTRUCTOR'S MATERIALS, SUPPLIES, AND EQUIPMENT If the Owner or Others perform work under this section 11.3, the Owner shall have the right to take and use any materials, supplies, and equipment belonging to the Constructor and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to the Constructor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If the Constructor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Constructor or the Constructor's trustee rejects the Agreement, or if there has been a default and the Constructor is unable to give adequate assurance that the Constructor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.4 The Owner shall make reasonable efforts to mitigate damages arising from Constructor default, and shall promptly invoice the Constructor for all amounts due pursuant to sections 11.2 and 11.3.

11.3.5 If the Owner terminates this Agreement for default, and it is later determined that the Constructor was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 11.4.

11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon written notice to the Constructor, the Owner may, without cause, terminate this Agreement. The Constructor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If the Owner terminates this Agreement for Convenience, the Constructor shall be paid: (a) for the Work performed to date including Overhead and profit; and (b) for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on Work not performed.

11.4.3 If the Owner terminates this Agreement, the Constructor shall:

11.4.3.1 Execute and deliver to the Owner all papers and take all action required to assign, transfer, and vest in the Owner the rights of the Constructor to all materials, supplies and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders and commitments which have been made in accordance with the Contract Documents;

11.4.3.2 Exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

11.4.3.3 Cancel any subcontracts, orders, and commitments as the Owner directs; and

11.4.3.4 Sell at prices approved by the Owner any materials, supplies, and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

11.5 CONSTRUCTOR'S RIGHT TO TERMINATE

11.5.1 Upon seven (7) Days' written notice to the Owner, the Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Constructor for any of the following reasons:

11.5.1.1 under court order or order of other governmental authorities having jurisdiction;

11.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Constructor, materials are not available; or

11.5.1.3 suspension by the Owner for convenience pursuant to section 11.1

11.5.2 In addition, upon seven (7) Days' written notice to the Owner, the Constructor may terminate this Agreement if the Owner:

11.5.2.1 assigns this Agreement over the Constructor's reasonable objection; or

11.5.2.2 fails to pay the Constructor in accordance with this Agreement and the Constructor has complied with section 9.5; or

11.5.2.3 otherwise materially breaches this Agreement.

11.5.3 Upon termination by the Constructor in accordance with section 11.5, the Constructor shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost,

or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Constructor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If the Constructor continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS In the event that a dispute arises between Owner and Constructor regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

ARTICLE 13 MISCELLANEOUS

13.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.2 ASSIGNMENT Except as to the assignment of proceeds, the Parties shall not assign their interest in this Agreement without the written consent of the other. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Constructor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Constructor than this Agreement. If such assignment occurs, the Constructor shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed in writing by the other Party.

13.3 GOVERNING LAW This Agreement shall be governed by the laws of the State of Idaho.

13.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

13.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.8 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

13.9 ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION Constructor, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

13.10 CERTIFICATION REGARDING GOVERNMENT OF CHINA. In accordance with Idaho Code Section 67-2359, Constructor, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.

ARTICLE 14 CONTRACT DOCUMENTS

14.1 EXISTING CONTRACT DOCUMENTS This Contract expressly incorporates the following documents, together with any amendments that may be agreed to in writing by both parties:

Project Manual dated **OCTOBER 25, 2023** including:

PROJECT MANUAL COVER PAGE
00 01 10 TABLE OF CONTENTS
00 11 16 INVITATION TO BID
00 21 13 INSTRUCTIONS TO BIDDERS
00 25 00 PRE BID MEETING
00 31 00 AVAILABLE PROJECT INFORMATION
00 41 13 BID FORM
00 45 46 CONTRACTOR’S AFFIDAVIT CONCERNING TAXES
00 52 13 AGREEMENT BETWEEN OWNER AND CONTRACTOR
00 62 76 APPLICATION FOR PAYMENT FORM
00 63 13 REQUEST FOR INFORMATION FORM
00 63 49 WORK CHANGE DIRECTIVE FORM
00 73 00 SUPPLEMENTARY CONDITIONS
00 73 16 INSURANCE AND BONDING REQUIREMENTS
00 73 73 STATUTORY REQUIREMENTS – TAX COMMISSION

01 10 00 SUMMARY OF WORK
01 22 00 UNIT PRICES
01 25 00 SUBSTITUTION PROCEDURES
01 26 00 CONTRACT MODIFICATION PROCEDURES
01 29 00 PAYMENT PROCEDURES

01 31 00 PROJECT MANAGEMENT AND COORDINATION
01 33 00 SUBMITTAL PROCEDURES
01 40 00 QUALITY REQUIREMENTS
01 50 00 TEMPORARY FACILITIES AND CONTROLS
01 73 00 EXECUTION
07 77 00 CLOSEOUT PROCEDURES

SPECIAL PROVISIONS
Eisenman Road Pedestrian Facilities July 6, 2023 by Civil Survey Consultants, Inc. (46 pages)

DRAWINGS
Eisenman Road Pedestrian Facilities July 2023 Construction Plans by Civil Survey Consultants, Inc.

SHEET 1 TITLE SHEET
SHEET 2 TYPICAL SECTIONS, DETAILS & NOTES
SHEET 3 PATHWAY PLAN & PROFILE
SHEET 4 PATHWAY PLAN & PROFILE
SHEET 5 PATHWAY PLAN & PROFILE
SHEET 6 RETAINING WALL PLAN & PROFILE
SHEET 7 RETAINING WALL NOTES & DETAILS
SHEET 8 RAILING DETAILS
SHEET 9 REINFORCING DETAILS

Constructor's Proposal dated January 12, 2024
Negotiation Summary Letter dated January 31, 2024
Payment and Performance Bonds dated *xxxxxxxxxx*
Insurance Certificates dated *xxxxxxxxxxxx*

14.2 INTERPRETATION OF CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Constructor shall perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, the Constructor shall immediately submit the matter to the Project Engineer for clarification. The Project Engineer shall confer with the Owner's Representative, and shall issue a clarification to the Constructor. Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time or Contract Price or dispute mitigation and resolution.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

14.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and

written amendments to this Agreement; (b) this Agreement; (c) subject to subsection 14.2.2, the drawings (large scale governing over small scale), specifications, and addenda issued prior to the execution of this Agreement or signed by both Parties; (d) information furnished by the Owner pursuant to subsection 3.13.4 or designated as a Contract Document in section 14.1; (e) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

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

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

OWNER: Capital City Development Corporation

BY: _____
John Brunelle, Executive Director

Date: _____

Approved as to Form

_____
Mary Watson, General Counsel

CONSTRUCTOR: Sunnyridge Construction, LLC

BY: Steve Kirkman
Steve Kirkman, Member

Date: 02/06/2024

END OF DOCUMENT

Budget Info / For Office Use	
Fund / District	306
Account	6250
Activity Code	22026
PO #	240041
Project Completion	August 9, 2024

CAPITAL CITY DEVELOPMENT CORP

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AGENDA BILL

Agenda Subject: Designate: 619 W. Main St., Empire Theater Building. Type 1 One-Time Assistance with West Bannock Dev, LLC	**Date:** February 12, 2024
Staff Contact: Kassi Brown, Project Manager	**Attachments:** 1) Site Map 2) Rendering 3) Public Improvements
Action Requested: Designate the Empire Theater Building as eligible for One Time Assistance and direct staff to negotiate a Type 1 Participation Agreement with West Bannock Dev, LLC for future board approval.	

Background:
The Empire Theater Building is located at 619 W. Main St. in the Old Boise Historic District. Built in 1904, the property was home to one of Boise's first fire stations, and later served as a theater and a sporting goods store. In the early 1970's, Idaho Blueprint & Supply Co. moved in and operated their printing and copying services at this location for over 50 years.

Local developer Jay Story of West Bannock, LLC acquired the property in 2023 with desires to bring the building up to current code while preserving the building's historic exterior. With a focus on investment in downtown Boise and surrounding neighborhoods, West Bannock, LLC's portfolio includes other notable locations such as the Perrault-Fritchman building on Main St., George's Cycles on 3rd St. and Hops & Bottles on Grove St.

West Bannock, LLC's reinvestment in the 7,724 square foot building includes structural upgrades and extending an underground water supply line for a new fire sprinkler system. Renovations will allow the future tenant to operate a pub style business, with flexibility for restaurant use in the future. The main front door will be relocated to allow for better integration with the bar entrance. The mezzanine space is being upgraded with new staircases and restrooms, which will preserve the balcony-type views to be enjoyed by patrons on the second floor. The basement will be remodeled for back of house activities and storage, allowing the main and second floors to be maximized as active spaces.

Public improvements eligible for CCDC reimbursement include streetscape preservation and repairs required to bring the building into code compliance. These expenses include surface preparation, silva cell repair and a 6-foot curb and gutter and are estimated to be $81,680. Type 1 Participation Program projects are eligible for reimbursement of 100% of public improvement costs up to $200,000, matched by developer investment and subject to Board approval.

The Empire Theatre building meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the River-Myrtle District Plan including adaptive reuse of existing buildings and infrastructure, creation of jobs and aligning with other redevelopment efforts in the area.

Project Summary:
- Historic Empire Theatre building located at 619 W. Main St.
- 7,724 square foot building with basement and second floor space
- Reinvestment in existing infrastructure and streetscape preservation
- $3,150,000 estimated total development costs
- $81,680 estimated eligible expenses
- Estimated 20 permanent jobs

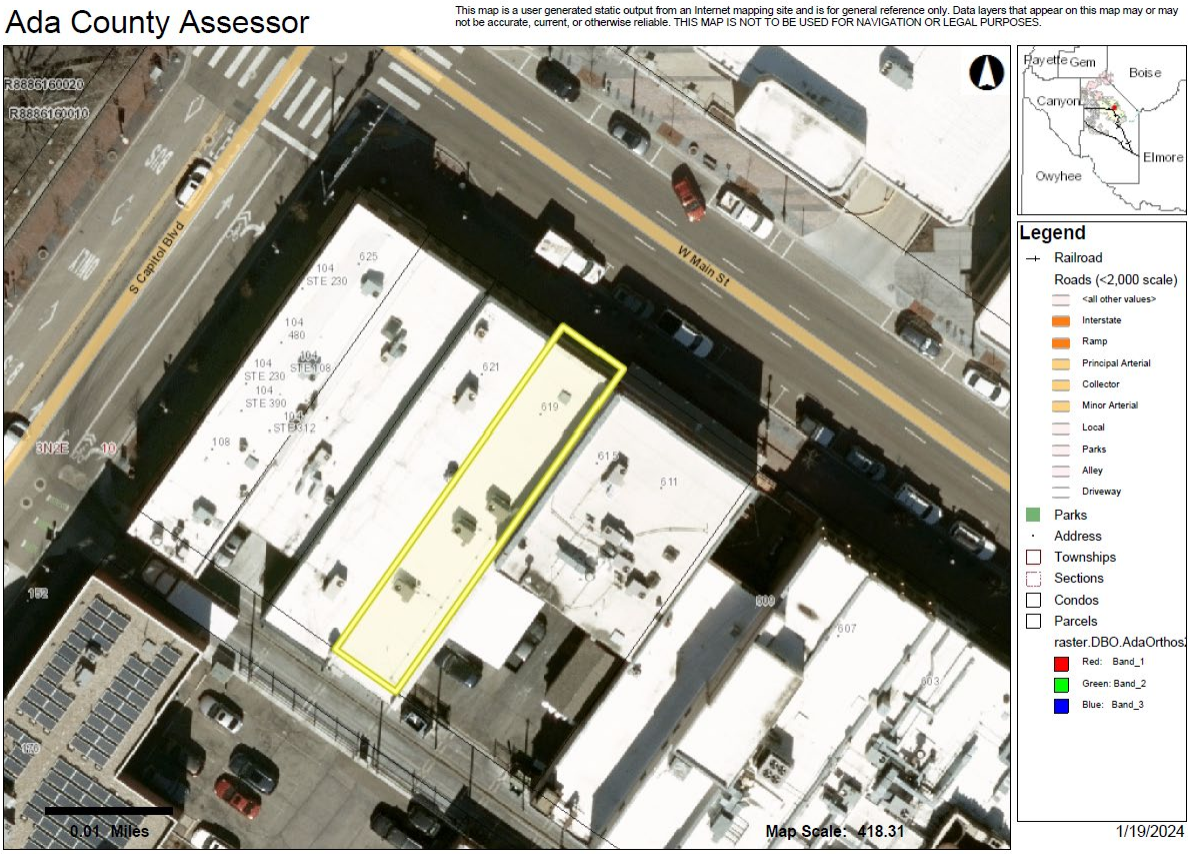
Timeline:
- August 04, 2023 – Historic Preservation Certificate of Appropriateness
- December 21, 2023 – T1 Application Received
- February 12, 2024 - Type 1 Designation
- March 11, 2024 – Type 1 Agreement Approval
- April 2024 – Construction complete
- May 2024 – CCDC reimburses Eligible Expenses

Fiscal Notes:
The project has estimated Eligible Expenses of $81,680. Total reimbursement will not exceed $200,000 per the Type 1 Participation Program policy. The Agency's Five-Year Capital Improvement Plan includes sufficient funding for Type 1 grants in the River Myrtle Old District in FY2024 to reimburse this project.

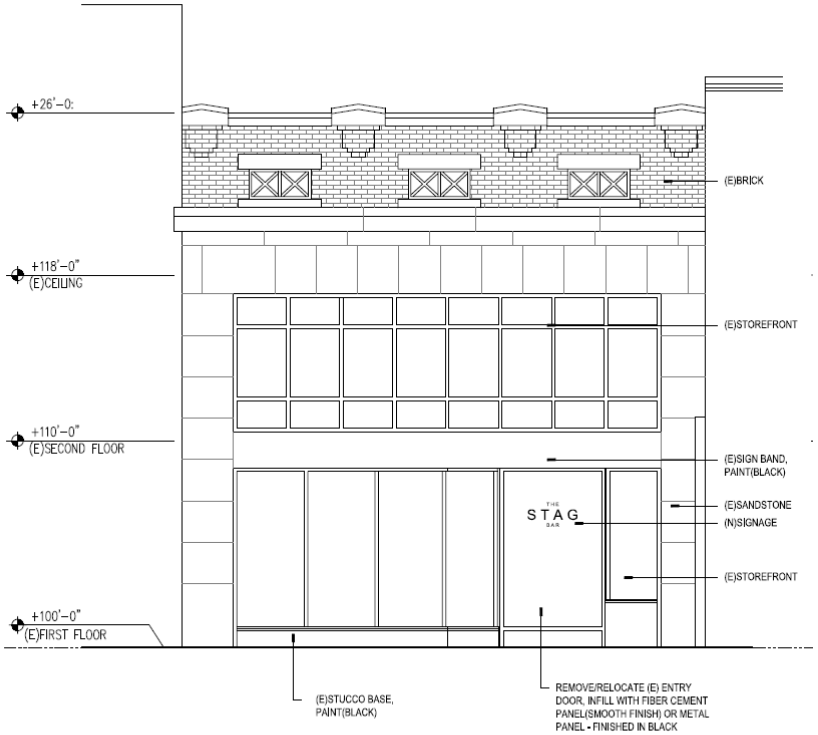
Staff Recommendation:
Direct staff to negotiate a final Type 1 Participation Agreement with West Bannock Dev, LLC for future board approval.

Suggested Motion:
I move to direct staff to negotiate a final Type 1 Participation Agreement with West Bannock Dev, LLC for future board approval.

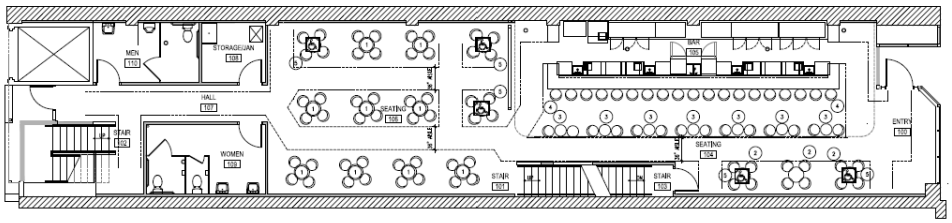
Attachment #1 – Site Map



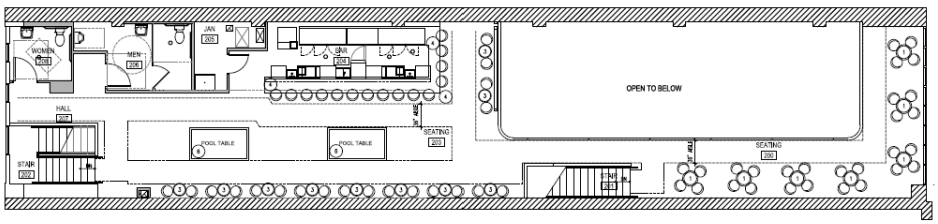
Attachment #2 – Rendering



Main Street/North Elevation
scale: 1/4" =1'-0"



Ground Floor Seating Layout



Second Floor Seating Layout

Attachment #3 – Public Improvements



CAPITAL CITY DEVELOPMENT CORP

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AGENDA BILL

Agenda Subject: Consider Designation: Shoreline and State Street District Design Standards, Type 4 Agreement with Boise City Planning and Development Services	**Date:** February 12, 2024
Staff Contact: Kelly Burrows Project Manager	**Attachments:** 1) Boise City's Funding Request Letter
Action Requested: Designate the 2024 Boise Streetscape Standards and Specifications Manual Update as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Planning and Development Services	

Background:

The current Downtown Boise City Streetscape Standards and Specifications Manual was adopted in 2015. The manual ensures that the streetscape network provides the infrastructure necessary for Downtown Boise and other areas to function and thrive. The proposed updates will expand the manual to include the State Street and Shoreline Urban Renewal Districts. Boise City will manage the project and hire a consultant team to assist with analysis, stakeholder engagement and coordination, design and technical services, and creation of graphics for the updated manual.

Today's request for designation is the first approval step. Once the CCDC Board designates the project as eligible for Capital Project Coordination Assistance, the agreement will then go to Boise City Council for approval in March 2024. Then, the final agreement will return as a consent agenda item for the CCDC Board to approve April 8, 2024.

The Agreement sets forth the Agency's commitment to reimburse Boise City Planning and Development Services the actual cost—not to exceed $280,000—for consultant costs to update the Downtown Boise Streetscape Standards and Specifications Manual. This commitment reflects CCDC's continued recognition of the importance and value of Boise City's Streetscape Standards.

Fiscal Notes:
Funding for the reimbursement is included in the Agency's budget. $200,000 from the State Street URD and $80,000 from the Shoreline URD.

Staff Recommendation:
Designate the 2024 Boise Streetscape Standards and Specifications Manual Update as eligible for Type 4 assistance from the Shoreline and State Street District Design Standards Projects and direct the Agency to negotiate a final agreement with Boise City Planning and Development Services

Suggested Motion:
I move to designate the 2024 Boise Streetscape Standards and Specifications Manual Update as eligible for Type 4 assistance and direct the Agency to negotiate a final agreement with Boise City Planning and Development Services

TO: Doug Woodruff, Development Director, CCDC

FROM: Katelyn Menuge, City of Boise

CC: Kelly Burrows, CCDC

DATE: 2/12/2024

RE: 2024 Boise Streetscape Standards and Specifications Manual Update

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STREETSCAPE STANDARDS FUNDING REQUEST

The Downtown Boise Streetscape Standards and Specifications Manual is a regulatory document adopted and administered by the City of Boise to ensure the streetscape network provides the infrastructure necessary for Downtown Boise and other areas to function and thrive. The City of Boise is leading an effort to update and expand the manual, to include the State Street and Shoreline Urban Renewal Districts. The City will work with the Ada County Highway District to amend the Master License Agreement to include the expanded area accordingly. The updated manual will be approved and adopted by Boise City Council through a Comprehensive Plan Amendment.

The City of Boise will manage the project and hire a consultant team to assist with analysis, stakeholder engagement and coordination, design and technical services, and creation of graphics for the updated manual. CCDC will partner on the project as a primary stakeholder and provide financial reimbursement for consultant work within the State Street and Shoreline Districts. CCDC has provided the working documents for the existing streetscape manual to the City, for use in updating the manual.

The City of Boise requests the use of CCDC funds totaling $280,000, which includes $200,000 designated for work within the State Street URD and $80,000 within the Shoreline URD. The City has allocated $100,000 to be used for work both in and outside of these districts. The total project budget is $380,000.

CCDC Funds Requested	**$280,000**
CCDC State Street URD	$200,000
CCDC Shoreline URD	$80,000
City of Boise Project Funds	**$100,000**
Total Project Funds	**$380,000**

CCDC Funds for State Street URD

The CCDC funds within the State Street District will be used for the following work items:

- Development of streetscape typologies within the State Street District, in alignment with the State Street Framework Plan
- Development of a map that applies the typologies to the right of ways
- Stakeholder coordination and engagement
- Identification of site specific challenges and solutions
- Strategies for how canals and overhead power are addressed
- Creation of text and graphics for the manual

CCDC Funds for Shoreline URD

Within the Shoreline URD, CCDC funds will be used for these work items:

- Development of streetscape typologies for all right of way within the District, in alignment with the Shoreline District Urban Framework Plan
- Development of a map that applies the typologies to the right of ways
- Stakeholder coordination and engagement
- Lusk District sub-area tasks
    - Development of a parking plan showing an efficient on-street parking layout and capacity, in coordination with business and property owners
    - Development of stormwater infrastructure solutions in coordination with ACHD, Boise Public Works, and Boise Parks
- Creation of text and graphics for the manual

City of Boise Funded Streetscape Updates

The City's designated funds are anticipated to support the above work within the State Street and Shoreline Districts and may also include minor updates to align the existing downtown streetscapes with current City goals and occurring development. These items may include assignment of streetscape typologies to the expanded Westside Urban Renewal District, minor changes to existing streetscape elements and furnishings, and inclusion of additional technical drawings and specifications within the manual.

PUBLIC ENGAGEMENT AND STAKEHOLDER COORDINATION

Creation of the Shoreline URD and State Street URD, included high-level planning with stakeholders, property owners, and community members. The streetscape information included in the Shoreline District Urban Framework Plan and State Street Framework Plan, do not include adequate technical detail and site-specific solutions for the purposes of the Streetscape Standards. The City and the consultant team chosen for this project will coordinate with stakeholders from these URDs in a public engagement process that results in solutions that meet the community needs.

The public engagement process will include deliberate interaction with public agency partners, property and business owners, and other stakeholders. Public engagement strategies will be chosen in consideration of the unique areas within each URD.

APPROVAL PROCESS AND TIMELINE

The City of Boise and CCDC would like to begin this project quickly, as we continue to see growth and new development proposals in the affected areas. The City will work with CCDC to execute a Type 4 Agreement. While the agreement is being finalized, the City can also work to secure a consultant team and begin the first tasks of analysis and engagement coordination.

Type 4 Agency-Coordination Agreement Approval process (*cost-share agreement*)

A. CCDC Board Designation	February 2024
B. City Council Final Agreement Approval	March 2024
C. CCDC Board Final Agreement Approval (consent item)	April 2024

Consultant Procurement	February 2024 - April 2024
Conduct Work	March 2024 - March 2025
Invoice to CCDC for Consultant Work	April 2025
Payment Due to City for Consultant Work	May 2025

The approval and adoption process of the final manual and the amendment of the ACHD Master License Agreement will include multiple steps with various public agencies. The anticipated public meetings are as follows:

A. CCDC Board of Commissioners – Work Session
B. City Council – Information Work Session
C. ACHD Commission – Information Work Session
D. CCDC Board of Commissioners – Work Session Review of Preliminary Draft
E. ACHD Commission – Amendment to the Master License Agreement
F. City of Boise Design Review Commission – Request for a Recommendation to Approve the Streetscape Standards
G. City of Boise Planning and Zoning Commission – Request for a Recommendation to Approve the Streetscape Standards
H. City Council – Comprehensive Plan Amendment Request for Approval of the Streetscape Standards

CAPITAL CITY DEVELOPMENT CORP

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AGENDA BILL

Agenda Subject: Consider Resolution 1857: Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project; Task Order 19-007 with The Land Group, Inc. for Professional Design Services.	**Date:** February 12, 2024
Staff Contacts: Kelly Burrows, RLA Project Manager – Capital Improvements	**Attachments:** A. Resolution 1857 B. Task Order 19-007
Action Requested: Adopt Resolution 1857 approving and authorizing the execution of Task Order 19-007 with The Land Group, Inc. for Professional Design Services for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project.	

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, Boise River to Myrtle Street Project will make transformative improvements and enhancements to certain portions of Capitol Boulevard. 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.

Consultant Design Services:
In September 2023, the Agency completed its RFQ process for a professional design team. An evaluation panel reviewed proposals and selected The Land Group, Inc. as the Design Professional of Record. The Agency engaged The Land Group, Inc. under Task Order 19-006 for

topographic survey, initial concept design work, preliminary utility coordination and public and stakeholder outreach.

Task Order 19-007 for The Land Group, Inc., includes final design activities, project permitting, preparation of final bid documents, assistance during bidding, and construction administration services. The Agency anticipates the design work associated with Task Order 19-007 will be completed in September 2024 with bidding and construction beginning late fall 2024.

Fiscal Notes:
Task Order 19-007 an amount not-to-exceed $199,190, plus up to an additional $20,000 for contingencies. The Agency's FY2024 budget has sufficient funds available.

Staff Recommendation:
Adopt Resolution 1857 approving and authorizing the execution of Task Order 19-007 with The Land Group, Inc. for Professional Design Services for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project.

Suggested Motion:
I move to adopt Resolution 1857 approving and authorizing the execution of Task Order 19-007 with The Land Group, Inc. for Professional Design Services for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project.

RESOLUTION NO. 1857

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING TASK ORDER 19-007 WITH THE LAND GROUP, INC. FOR FINAL DESIGN AND CONSTRUCTION SERVICES FOR THE CAPITOL BOULEVARD STREETSCAPE IMPROVEMENTS, BOISE RIVER TO MYRTLE STREET PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-007 AND ANY DOCUMENTS OR AGREEMENTS NECESSARY TO IMPLEMENT THE TASK ORDER, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, in August 2023 the Agency used a Request for Qualifications procurement process to select The Land Group, Inc. to provide the necessary design services for the

Agency's planned Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street project (the "Project"); and,

WHEREAS, on September 26, 2023, the Agency Executive Director and The Land Group, Inc. executed Task Order 19-006 for topographic survey, concept design, and design review services related to the Project in the amount of $89,995; and,

WHEREAS, The Land Group, Inc. has submitted a proposal to the Agency for final design activities and construction administration services involved in the Project: and,

WHEREAS, the Agency Board finds it in the best interest of the public and the Agency to approve Task Order 19-007 with The Land Group, Inc. to act on the behalf of the Agency as the Design Professional for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street project, and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Task Order 19-007 between the Agency and The Land Group, Inc., which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-007 with The Land Group, Inc. for an amount not to exceed ONE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED NINETY DOLLARS ($199,190); and further, is hereby authorized to execute any necessary documents required to implement Task Order 19-007, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for professional design services detailed in Task Order 19-007 plus up to an additional $20,000 for contingencies if determined necessary in his best judgment.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 12, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 12, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

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

TASK ORDER 19-007

*Please use Project Name and **PO# 240040** on all project-related invoices.*

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

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

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

TASK ORDER DATE: _____
NOT TO EXCEED: **$199,190**

1. PROJECT NAME: Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street – Final Design, Construction Documents and Construction Administration Services

2. PROJECT DESCRIPTION

The Boise Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project ("Project") is reaching the final design phase. Design team efforts to date have included geotechnical services, topographic survey, site assessment, stakeholder engagement, conceptual design, and design review.

CCDC intends to retain CONSULTANT to provide final design services and construction administration services for the Project. CONSULTANT will coordinate the Scope of Services with specific SUBCONSULTANTS who will perform certain tasks, including electrical engineering, as outlined in Exhibit A.

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

CONSULTANT services will include final design and construction services, including construction documents, AHJ applications and permit approvals, and construction services with CCDC's selected CMGC, as outlined in CONSULTANT'S Proposal dated January 26, 2024, attached hereto as Exhibit A.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire Musgrove Engineering, P.A. as a SUBCONSULTANT to complete the Scope of Services.

(a) CCDC hereby approves the listed company as SUBCONSULTANT to this Task Order. CONSULTANT shall require the SUBCONSULTANT to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT' responsibility.

(b) Prior to performance of services, SUBCONSULTANT shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANT has the following insurance coverages:

(1) SUBCONSULTANT shall maintain in full force and effect worker's compensation and employer's liability insurance as required by applicable law or regulation.

(2) SUBCONSULTANT agree to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of $1,000,000 per occurrence, and a minimum aggregate policy limit of $2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with each SUBCONSULTANT'S negligence during the performance of this Agreement.

(3) SUBCONSULTANT agree to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of $1,000,000 per claim and a minimum aggregate policy limit of $1,000,000.

(c) CONSULTANT shall keep copies of the SUBCONSULTANTS' insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

5. PAYMENT

(a) Amount and Method of Payment. The total amount paid for this Task Order #19-007 shall be an amount not to exceed **ONE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED NINETY DOLLARS ($199,190)**. CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on hours expended on the Scope at the agreed upon rate(s).

(b) Reimbursable Expenses. Payment for reimbursable expenses shall be included in the not-to-exceed limit of $199,190.

(c) Subconsultants. Payment to SUBCONSULTANTS is included in the not-to-exceed amount of $199,190 for this Task Order. CONSULTANT shall assume responsibility for the amount and schedule of payments to the SUBCONSULTANTS.

(d) Invoices. CONSULTANT shall invoice CCDC for payment. Invoices shall be in a format acceptable to CCDC, and shall include the **PO# 240040** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice shall also specify current billing and previous payments, with a total of cost incurred and payments made to date.

(e) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Task Order.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order. CONSULTANT shall work diligently toward completion of work specific to this task order with Task Order completion by September 21, 2025.

7. DELIVERABLES / COPIES OF PRODUCTS

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

8. CONTRACT TERMS

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

End of Task Order # 19-007 | *Signatures appear on next page*.

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

CAPITAL CITY DEVELOPMENT CORP.	CONSULTANT THE LAND GROUP, INC.
John Brunelle, Executive Director	Jason Densmer, Principal
Date: _____	Date: _____

ATTACHMENTS
Exhibit A: CONSULTANT'S Proposal dated January 26, 2024

CCDC Use	
Fund	302
Account	6250
Activity Code	23005
PO#	240040
TO 19-007 Completion	September 21, 2025
Project Completion	September 2025

January 26, 2024

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

RE: Capitol Boulevard Streetscape Improvements, Boise River to Myrtle St | Boise, Idaho
Task Order 02 – Final Design & Construction Services
Proposal for Professional Services | PN 123123 (CCDC PO# 230100)

Dear Kelly:

The Land Group, Inc. (TLG) is pleased to submit the following proposal for professional design services associated with the Capitol Blvd Streetscape Improvements, Boise River to Myrtle St. Project for *Task Order 02 – Final Design & Construction Services* in partnership with our sub-consultant, Musgrove Engineering.

I. Project Description

Capital City Development Corporation (CCDC) will invest in downtown Boise's River Myrtle – Old Boise Urban Renewal District with streetscape improvements along Capitol Boulevard per the Downtown Boise Streetscape Standards, enhanced bike lane, pedestrian crossing at Fulton Street and a potential bulb-out on Myrtle Street as shown in *Figure 1*.

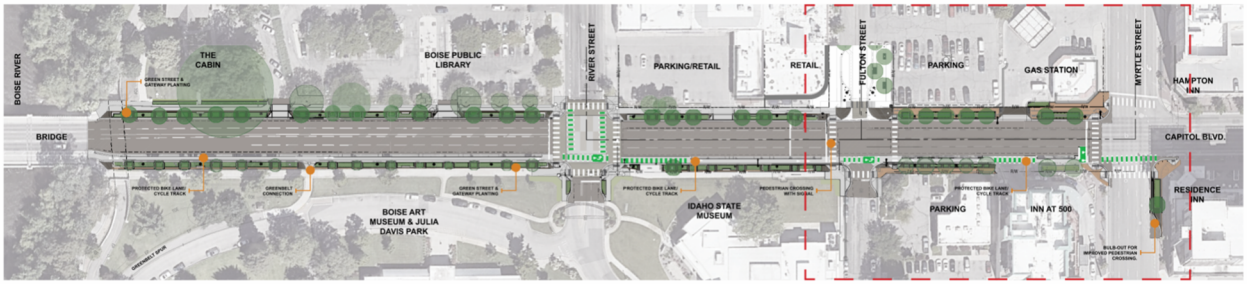

Figure 1 – Concept Site Plan

Task Order 02 will provide services consisting of final design development of the conceptual work provided under previous task orders, value engineering assessments in coordination with CCDC's selected Construction Manager/General Contractor (CMGC), coordination with public utilities for proposed upgrades, Agency Review & Approval, and Bidding & Construction Services. The following describes the type and scope of services to be provided and the fees for these services under Task Order 02.

II. Information Provided by Owner

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

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III. Scope of Services

Task Order 02 – Final Design & Construction Services

Task Order Administration — Task 02.1

During Task 02.2 and 02.3, TLG will facilitate bi-weekly project coordination meetings with CCDC Staff, City of Boise, and relevant project consultants on an as-needed basis for a maximum of 15 meetings prior to the commencement of Task 02.4, at which time the OAC meetings will take the place of the bi-weekly project administration meetings.

TLG will conduct administrative tasks, such as subconsultant contract execution and billing.

Task Deliverables:

- Meeting Summaries
- Invoicing

95% Construction Documents — Task 02.2

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

- Layout & Material Plan – The Land Group will provide construction documents which indicates the required final location, sizing and layout of project elements. The Land Group will provide necessary construction details demonstrating the required construction of site elements.
- Grading & Utility Plans – TLG and Musgrove Engineers will prepare site grading, drainage, and electrical construction plans in accordance with current industry standards and local agency requirements. The Electrical Engineer will consider power for streetlight improvements. Plans will incorporate by reference public utility improvements designed and executed by others; including geothermal replacement, telecom improvements, and domestic water line replacement.
- Landscape & Irrigation Plans – The Land Group will provide final construction documents for the restoration of landscape areas disturbed by the project improvements and new landscapes within the streetscape.

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

Task Deliverables:

- 65% CD Client Review & CMGC Pricing Set (.pdf)
- 65% CD Value Assessment Memo (.pdf)
- 95% CD Client & CMGC Review Set (.pdf)

Agency Applications & Permit Approvals — Task 02.3

TLG will be responsible for all necessary approvals for the construction of the project from Idaho Transportation Department (ITD), the City of Boise, and Ada County Highway District (ACHD).

- City of Boise Permit Approval – TLG will provide all documents and application material needed for submittal to the City of Boise Development Services and Public Works for permit review and approvals. TLG will work with City of Boise staff to revise plans as required to obtain permit approval.
- ACHD Plan Approval – TLG will provide all documents and applications for submittal to ACHD for plan review approvals. TLG will work with ACHD staff to revise plans as required to permit approvals.
- ITD Permit Approval – TLG will provide all documents and applications for submittal to ITD for permit approvals. TLG will work with ITD staff to revise plans as required to permit approvals.
- License Agreements – TLG will work with ACHD staff to provide all necessary materials to either confirm proposed improvements are covered under the existing master license agreement with the City of Boise or execute an additional license agreement or amendment for proposed improvements.

Task Deliverables:

- City of Boise Permit Application Package. (via agency portal)
- City of Boise and ACHD Plan Set (.PDF)
- ACHD Plan Review Package. (via agency permitting requirements)
- Response Letters to AHJ (.PDF) comments.
- Agency Approval Letters (.PDF)
- 100% Construction Documents for bidding (.PDF)

Construction Services Task 02.4

TLG and the professional sub-consultant (Musgrove Engineers) will work with CCDC's selected CMGC to provide limited on-site observation of the construction and plan interpretation. TLG's Construction Services will also include;

- Attend Pre-bid meeting.
- Prepare addenda.
- Assist CCDC and CMGC in reviewing bids.
- Pre-construction conference.
- Submittal and shop drawings review.
- RFI responses.
- Pay application request review.
- Change order processing and review.
- Participation in weekly OAC meetings, as established by contractor.
- Twice Monthly Site observation reports, dependent on OAC meeting schedule.
- Punch list and Substantial Completion observation.
- Final completion observation.
- Project closeout digital record drawings.

Task Deliverables:

- Pre-bid meeting summary, and addenda (.pdf)

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- All documentation related to TLG's Construction Services outlined above (PDF or via Construction Administration Portal managed by selected contractor).
- OAC Meeting Notes (.PDF)

IV. Exclusions / Costs Not Included

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

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

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V. Fees & Billing Terms

Scope of Work:	Fees:		Terms:
Task Order 02 – Final Design & Construction Services			
Task 02.1: Task Order Administration	$	20,520	HRLY, NTE
Task 02.2: 95% Construction Documents	$	68,160	HRLY, NTE
Task 02.3: Agency Applications & Permit Approvals	$	25,900	HRLY, NTE
Task 02.4: Construction Services	$	82,110	HRLY, NTE
Reimbursable Expenses Estimate	$	2,500	T&M, NTE
Task Order 02 Subtotal:	**$**	199,190	

Items marked "HRLY, NTE" will be billed on an hourly basis according to the not to exceed amount described above.
Items marked "T&M, NTE" will be billed on a time and materials basis according to the not to exceed amount described above.

Reimbursable Expenses

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

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

Sincerely,

Jason Densmer, PE, Principal
The Land Group, Inc.

Accepted By:

Signature appears on task order

Client Signature

Printed Name & Title

Enclosures:

A: Task Order 02 Work Plan Estimate

B: Task Order 02 Preliminary Schedule

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CCDC Capitol Boulevard Streetscape Project. Boise River to Myrtle St

The Land Group, Inc.

Work Plan Estimate - Task Order 02 | 01.29.24 **PO# 230100**

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

Work Plan Estimate Task Order 02

2.1	**Project Administration**				142	$20,520.00
2.1	Project Administration - TLG				142	$20,520.00
		Senior Civil Engineer	Jason Densmer	$175.00	24	$4,200.00
		Landscape Architect	Christopher Hawkins	$160.00	54	$8,640.00
		Civil Designer	Parker Fessenden	$140.00	32	$4,480.00
		Administrative	Misty Rodwick	$100.00	32	$3,200.00
	Task 2.1 Subtotal Labor				142	$20,520

2.2	**95% Construction Documents**				429	$68,160.00
2.2	95% Construction Documents - TLG				364	$55,810.00
		Senior Civil Engineer	Jason Densmer	$175.00	78	$13,650.00
		Landscape Architect	Christopher Hawkins	$160.00	106	$16,960.00
		Civil Designer	Parker Fessenden	$140.00	152	$21,280.00
		Landscape Designer	James Leo	$140.00	28	$3,920.00
2.2	95% Construction Documents - Musgrove				65	$12,350.00
		Senior Engineer	Nick Schafer	$190.00	65	$12,350.00
	Task 2.2 Subtotal Labor				429	$68,160

2.3	**Agency Applications & Permit Approvals**				169	$25,900.00
2.3	Agency Applications & Permit Approvals - TLG				161	$24,380.00
		Senior Civil Engineer	Jason Densmer	$175.00	24	$4,200.00
		Landscape Architect	Christopher Hawkins	$160.00	50	$8,000.00
		Civil Designer	Parker Fessenden	$140.00	71	$9,940.00
		Landscape Designer	James Leo	$140.00	16	$2,240.00
2.3	Agency Applications & Permit Approvals - Musgrove				8	$1,520.00
		Senior Engineer	Nick Schafer	$190.00	8	$1,520.00
	Task 2.3 Subtotal Labor				169	$25,900

CCDC Capitol Boulevard Streetscape Project. Boise River to Myrtle St

The Land Group, Inc.

Work Plan Estimate - Task Order 02 | 01.29.24 **PO# 230100**

Task #	Task Description	Staff Position	Staff Name	Billing Rate	Labor Hours	Fees
2.4	**Construction Services**				**526**	**$82,110.00**
2.4	Construction Services - TLG				498	$76,790.00
		Senior Civil Engineer	Jason Densmer	$175.00	90	$15,750.00
		Landscape Architect	Christopher Hawkins	$160.00	196	$31,360.00
		Civil Designer	Parker Fessenden	$140.00	190	$26,600.00
		Landscape Designer	James Leo	$140.00	22	$3,080.00
2.4	Construction Services - Musgrove				28	$5,320.00
		Senior Engineer	Nick Schafer	$190.00	28	$5,320.00
	Task 2.4 Subtotal Labor				526	**$82,110**
	Reimbursable Expense Estimate		Lump Sum			$2,500
	Task Order 03 Total				**1266**	**$199,190.00**

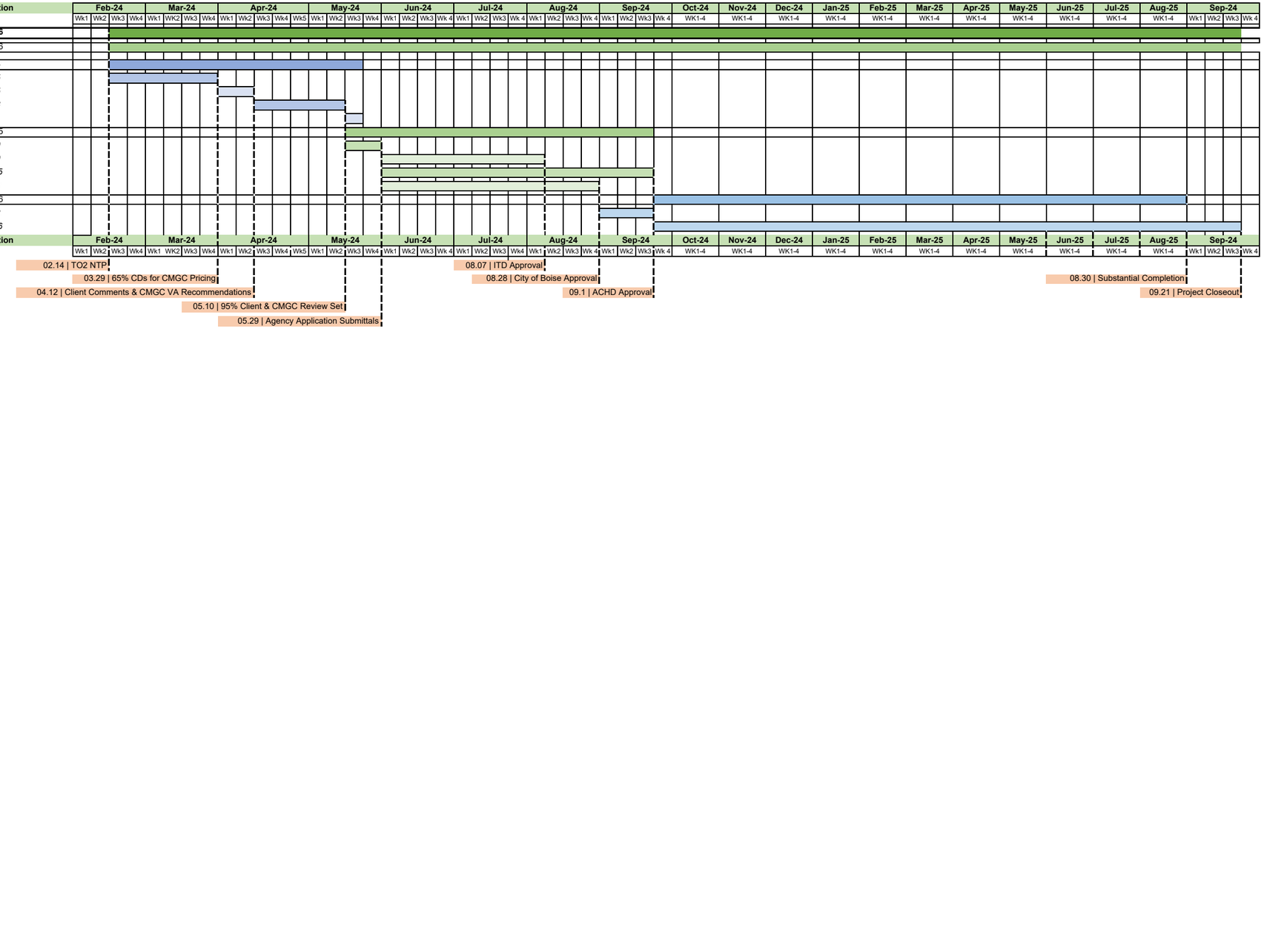
CCDC Capitol Boulevard Streetscape Improvements, Boise River to Myrtle St

THE LAND GROUP, INC. | ***PN. 123123 (PO# 230100)***

TO2 PRELIMINARY PROJECT SCHEDULE - 01.29.2024

Attachment B

TASK	Start Date	End Date	Duration
Task Order 02	**14-Feb**	**21-Sep**	**586**
Task 02.1: Project Administration	14-Feb	21-Sep	586
Task 02.2: 95% Construction Documents	14-Feb	17-May	94
65% Production	*14-Feb*	*29-Mar*	*45*
65% Client Review & CMGC Pricing	*29-Mar*	*12-Apr*	*15*
65% Value Assessment & Revisions	*13-Apr*	*10-May*	*28*
95% Client Review	*13-May*	*17-May*	*5*
Task 02.3: Agency Applications & Approvals	20-May	21-Sep	125
Application Package Production	*20-May*	*29-May*	*10*
ITD Review & Approval	*30-May*	*7-Aug*	*70*
ACHD Review & Approval	*30-May*	*21-Sep*	*115*
City Review & Approval	*30-May*	*28-Aug*	*91*
Task 02.4: Construction Services	21-Sep	21-Sep	366
Bidding Assistance	*21-Aug*	*21-Sep*	*32*
Construction Administration	*21-Sep*	*21-Sep*	*366*



MUSGROVE ENGINEERING, P.A.

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

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

IDAHO FALLS OFFICE:
645 W. 25TH Street
Idaho Falls, Idaho 83402
208-523-2862

January 26, 2024

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

ATTENTION: Christopher Hawkins

RE: Engineering Fee Proposal
Project – CCDC Capital Blvd – Boise River to Myrtle

Dear Christopher:

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

Electrical:

Task 1 – Construction Documents:
Hourly, with a not-to-exceed amount of ..... $ 12,350.00

Task 2 – Agency Application & Approvals:
Hourly, with a not-to-exceed amount of ..... $ 1,520.00

Task 3 – Bidding & Construction Administration:
Hourly, with a not-to-exceed amount of ..... $ 5,320.00

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

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

Task 1 – Construction Development Documents (Est. 65-Hours):
- Drawing setup
- Site coordination.
- Preliminary lighting and equipment layout
- Electrical calculations
- Preliminary electrical specifications

Task 2 - ACHD Development Services Submittal and Approval (Est. 8-Hours):
- Internal QC Review
- Incorporate Owner/Agency review comments.
- Prepare electrical submittal package.

Task 3 – Bidding and Construction Assistance (Est. 28-Hours):
- Respond to contractor questions.
- Review equipment and lighting submittals for prior approval.

Estimated Drawing Count: 14 Sheets

Services provided on an hourly basis shall be at the following hourly rates for 2024. Services provided beyond 2024 shall be at the rates in effect at the time of service.

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

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

This proposal is available for consideration for 60 days from the issue date. After that date, an updated proposal will be provided upon request. This proposal is based on the completion of all work in this scope within 12 months. Tasks within the scope that are not completed within this period will require an additional contract for rate adjustment and project remobilization.

The contract can be voided in writing by either party. Compensation will be paid for all work done prior to the date the voided contract is received.

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

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

Respectfully,

Nick Schafer, P.E
NS/jm

Project: CCDC Capital Blvd – Boise River to Myrtle

Client: The Land Group

Approved this _____ day of _____ , 2024.

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

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

CAPITAL CITY DEVELOPMENT CORP

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AGENDA BILL

Agenda Subject: Ratification of Davis Family Property Letter of Intent; Boise City Canal Multi-use Pathway Project, 3rd Street to Broadway Avenue.	**Date:** February 12, 2024
Staff Contact: Kelly Burrows, RLA Project Manager – Capital Improvements	**Attachments:** Letter of Intent from Capital City Development Corporation to Representatives of the Thomas Davis Estate
Action Requested: Ratify Executive Director approval of the Letter of Intent between representatives of the Thomas Davis Estate and Capital City Development Corporation regarding purchase of a remnant parcel located within the Boise City Canal Multi-use Pathway Project, 3rd Street to Broadway Avenue.	

Fiscal Notes:
Approval of the Letter of Intent ("LOI") will allow Agency staff and counsel to pursue the Purchase and Sale Agreement ("PSA"). With approval, $8500 fully refundable Earnest Money will be deposited with the title company within 5 business days and applied to the agreed-upon sales price of $100,000. The property price is approximately $13.67 per square foot.

Background:

The Pathway Project from 3rd Street to Broadway Avenue, just north of the Ada County Courthouse, involves a variety of parcels and irregular property lines – including a remnant parcel owned by the Thomas Davis Estate. Title reports and survey work by The Land Group show that four landowners are affected by the Agency's Project: Idaho Power, St. Luke's, WT Main LLC, and the Davis Family. Idaho Power, St. Luke's, and WT Main LLC elected to provide permanent easements for the Project. The Davis Family has elected not to provide a permanent easement but, instead, wishes to sell the remnant .17 acre parcel.

Agency staff prepared a non-binding LOI that outlines the scope of a PSA that involves purchase of real property by the Agency for redevelopment into a multi-use pathway. The LOI has been delivered to representatives of the Thomas Davis Estate for their review and agreement. Receipt of a signed LOI and ratification by the Agency Board will allow the Agency to commence discussions for a PSA.

Staff Recommendation:
Staff recommends the Agency Board ratify Executive Director approval of the LOI regarding purchase of a remnant parcel located within the Boise City Canal Multi-use Pathway Project, 3rd Street to Broadway Avenue.

Suggested Motion:
I move to ratify Executive Director approval of the Letter of Intent between representatives of the Thomas Davis Estate and Capital City Development Corporation regarding purchase of a remnant parcel located within the Boise City Canal Multi-use Pathway Project, 3rd Street to Broadway Avenue.

January 29, 2024

LETTER OF INTENT FROM
CAPITAL CITY DEVELOPMENT CORPORATION
TO THE DAVIS FAMILY

CCDC is pleased to present this non-binding Letter of Intent to summarize some of the material terms proposed for a definitive Purchase and Sale Agreement (the "Agreement") for the property below. In addition to the following deal-specific terms and conditions, the Agreement will contain additional terms as well as representations, warranties, covenants, conditions, and indemnification provisions customary in transactions of this type. CCDC and Davis Family will only be bound when CCDC and Davis Family have executed the Agreement. The proposed terms and conditions for the acquisition of the Property as described below are as follows:

Buyer:	The Urban Renewal Agency of Boise City d/b/a Capital City Development Corporation (CCDC) 121 North 9th Street, Suite 501 Boise, Idaho 83702
Seller:	**Phil Davis** 19 Warm Lake Road Cascade, Idaho 83611 **Diane Davis Myklegard** 3100 W. Crescent Rim Dr., Ste 408 Boise, Idaho 83706
Property:	A parcel of land located in the Government Lot 2 of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho. See attached Exhibit A for complete legal description. Boise canal and undeveloped property consisting of approximately 0.17 acres.
Project:	CCDC plans to redevelop the Property from undeveloped land into a public multi-use pathway and upon completion convey the Property and its improvements to the Boise City Parks and Recreation Department, which would operate and maintain the Project as a public use space, in perpetuity (collectively the "Project"). CCDC will facilitate the Project's design process and construct the Project's improvements. Improvements would be completed prior to September 30, 2025.
Purchase Price:	$100,000.

Earnest Money Deposit: CCDC will deposit $8,500 in escrow with TitleOne Corporation within five (5) business days after execution of the Agreement.

Due Diligence Period: CCDC to have forty-five (45) calendar days from the execution of the Agreement to perform due diligence at CCDC's sole cost ("Due Diligence Period"). Davis Family shall allow CCDC and its consultants access to the Property in order to perform its due diligence. During the Due Diligence period, should CCDC elect to not complete the purchase, CCDC will provide written notice to Davis Family and the Earnest Money Deposit shall be fully refundable to CCDC. If CCDC does not provide written notice of termination before the end of the of Due Diligence period, the entire Earnest Money Deposit shall become nonrefundable and shall be applied to the Purchase Price, if closing occurs, except for a failure of a condition to close or the default of the Davis Family.

Disclosure Materials: Davis Family shall deliver to CCDC any materials related to the Property in the Davis Family's possession, including, but not limited to: any environmental studies and reports, surveys, maintenance agreements, any current leases or rental agreements, previous title commitments, etc.

Conditions to Closing: Approval by the CCDC Board of Commissioners authorizing the acquisition of the Property from Davis Family and approval by the CCDC Board of Commissioners of the Agreement.

Closing: Closing shall occur no later than thirty (30) days following the expiration of the Due Diligence Period; provided that CCDC may elect to extend the closing until such date as all conditions to Closing are satisfied or waived.

Closing Costs: All standard closing costs shall be shared by the parties on a 50/50 basis except the cost of the ALTA Standard Owners Coverage Title Insurance, which shall be the sole responsibility of the Davis Family. If CCDC desires any additional title coverage, it shall be at the sole cost of CCDC.

Brokerage Commission: CCDC does not contemplate using a brokerage representative. If Davis Family uses a broker, Davis Family will be responsible for its brokers' commission.

Confidentiality: To the extent permitted by law, CCDC and Davis Family will keep the existence and the terms of this Letter of Intent confidential.

The purpose of this Letter of Intent is to outline the manner in which CCDC proposes to acquire the Property from Davis Family. CCDC and Davis Family recognize that the proposed terms of the transaction are non-binding and will require further documentation and approvals, including the preparation and approval of the Agreement. Nevertheless, CCDC and Davis Family execute this Letter of Intent to evidence their intention to proceed in mutual good faith to complete work required to negotiate terms of the Agreement that are consistent with this Letter of Intent. CCDC and Davis Family shall each bear its own respective expenses relating to the proposed transaction to reach the mutually acceptable Agreement and development of the Project. CCDC and Davis

Family shall not be contractually bound unless and until they enter into a formal, written Agreement, and neither CCDC nor Davis Family may rely on this Letter of Intent as creating any legal obligation of any kind, with the exception of creating the Exclusivity Period as set forth below.

Upon acceptance of this Letter of Intent by Davis Family, the parties will use their best efforts to exclusively negotiate a Purchase and Sale Agreement within sixty (60) business days from the date signed by Davis Family ("Exclusivity Period"). In consideration of, among other things, execution of this Letter of Intent and the parties' expected expenditure of time, effort, and expense in preparation of a Purchase and Sale Agreement, the parties agree that, during the Exclusivity Period, Davis Family shall not enter into a purchase agreement, option agreement, or other similar agreement to sell all or any portion of the Property.

The terms and conditions offered in this Letter of Intent are effective through May 1, 2024.

Sincerely,

Capital City Development Corporation

By: _____
John Brunelle, Executive Director

AGREE TO TERMS

Davis Family

By: _____

Name: Marcella Diane Davis Mykkegard

Its: _____

Date: 1/30/24 expire: 7/8/29

BROOKLYNN WHEAT
Commission #20232812
Notary Public
State of Idaho
My Commission Expires: 07/03/2029

F. Phillip Davis

Exhibit A



THE LAND GROUP

December 6, 2023
Project No.: 122112

EXHIBIT "A"

BOISE CITY CANAL REMNANT PARCEL
PARCEL DESCRIPTION

A parcel of land located in the Government Lot 2 of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, being more particularly described as follows:

Commencing at the East Quarter Corner of Section 10 of said Township 3 North, Range 2 East, (from which the Southeast Corner of said Section 10 bears North 01° 07' 08" East, 2623.32 feet distant);
Thence from said East Quarter Corner of Section 10, South 78° 41' 14" West, 546.02 feet to the found stone monument engraved Corner Number 3 of the Boise City Original Townsite, as same is shown the Plat thereof recorded in Book 1 of Plats at Page 1 of Ada County Records, and as the boundary of said Plat was Resurveyed by the Commission Survey of May 7, 1891 (File 119), and an Amended Plat was filed in 1921 (File 650);
Thence North 76°02'42" West, a distance of 547.53 feet on the southerly boundary line of said Boise City Original Townsite to a found 5/8" rebar monument on the lot line common to Lots 5 and 6, Block 30 of said Boise City Original Townsite, said point being on the north bank of the Boise City Canal/Ellis Drain, and being the POINT OF BEGINNING;

Thence South 54° 36' 18" East, 50.02 feet on the north bank of the Boise City Canal/Ellis Drain;
Thence South 35° 14' 12" West, 1.03 feet on said north bank;
Thence South 54° 45' 51" East, 80.00 feet on said north bank;
Thence South 48° 42' 33" East, 50.32 feet on said north bank;
Thence South 52° 07' 13" East, 50.14 feet on said north bank;
Thence South 49° 13' 42" East, 145.07 feet on said north bank;
Thence South 40° 43' 12" East, 40.15 feet on said north bank;
Thence South 42° 23' 58" East, 116.11 feet on the north bank of the Boise City Canal/Ellis Drain/Ellis Ditch to a point on the westerly boundary line of Parcel A as shown on Record of Survey No. 11612, of Ada County Records;
Thence South 86° 53' 08" West, 21.38 feet on said westerly boundary line of Parcel A to a point on the south bank of the Ellis Ditch;
Thence North 40° 36' 07" West, 149.33 feet (formerly described as 150.00 feet) on the south bank of the Ellis Ditch;
Thence North 49° 56' 42" West, 238.50 feet on the south bank of the Ellis Ditch, to a point on the south line of Block 30 of Boise City, extended;
Thence North 54° 46' 37" West, 163.95 feet on the south line of Block 30 of Boise City, extended, and along the south bank of the Ellis Ditch to a 5/8" rebar monument marking an angle point on the southerly boundary line of said Boise City Original Townsite;

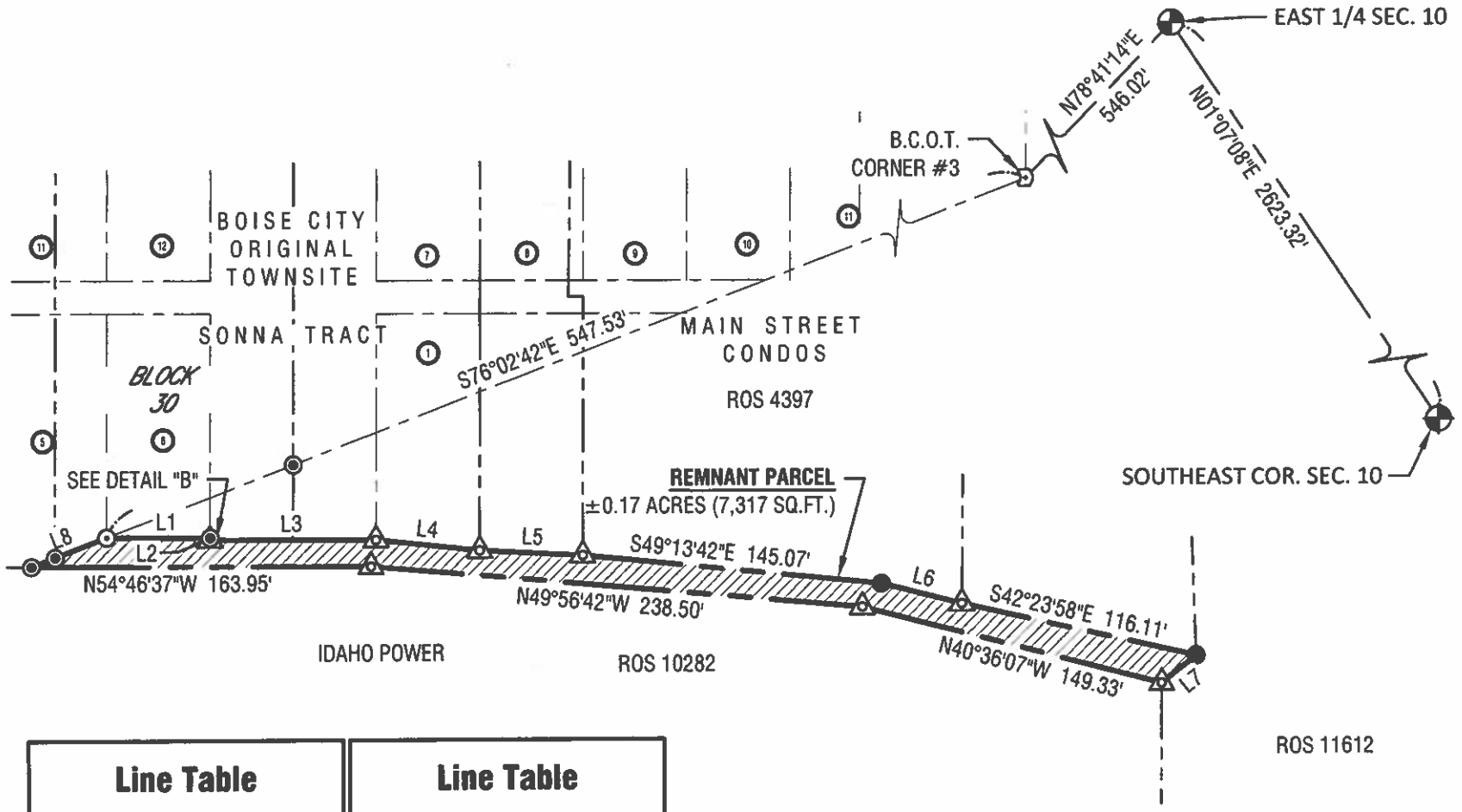
Thence South 76° 02' 42" East, 38.92 feet on the southerly boundary line of said Boise City Original Townsite to the POINT OF BEGINNING.

The above described parcel contains 0.17 acres (7,317 square feet) more or less.

PREPARED BY
The Land Group, Inc.

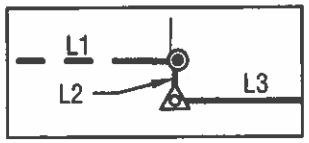


James R. Washburn



Line Table		
LINE	BEARING	LENGTH
L1	S54°36'18"E	50.02'
L2	S35°14'12"W	1.03'
L3	S54°45'51"E	80.00'
L4	S48°42'33"E	50.32'

Line Table		
LINE	BEARING	LENGTH
L5	S52°07'13"E	50.14'
L6	S40°43'12"E	40.15'
L7	S86°53'08"W	21.38'
L8	S76°02'42"E	38.92'



DETAIL "B"
N.T.S

PROFESSIONAL LAND SURVEYOR
REGISTERED
7880
12-6-2023
STATE OF IDAHO
JAMES R. WASHBURN

THE LAND GROUP

Parcel Description
Boise City Canal Remnant Parcel
CCDC - Boise City Canal Multi-Use Pathway

1 of 1

Exhibit "B"

Horizontal Scale: 1" = 80'

0 80' 160'

Project No.: 122112
Date of Issuance: December 6, 2023

File Location: g:\2022\122112\cad\survey\exhibit\ex 231129 davis remnant 122112.dwg
Last Plotted By: mitch anderson
Date Plotted: Wednesday, December 6 2023 at 10:40 AM

CAPITAL CITY DEVELOPMENT CORP

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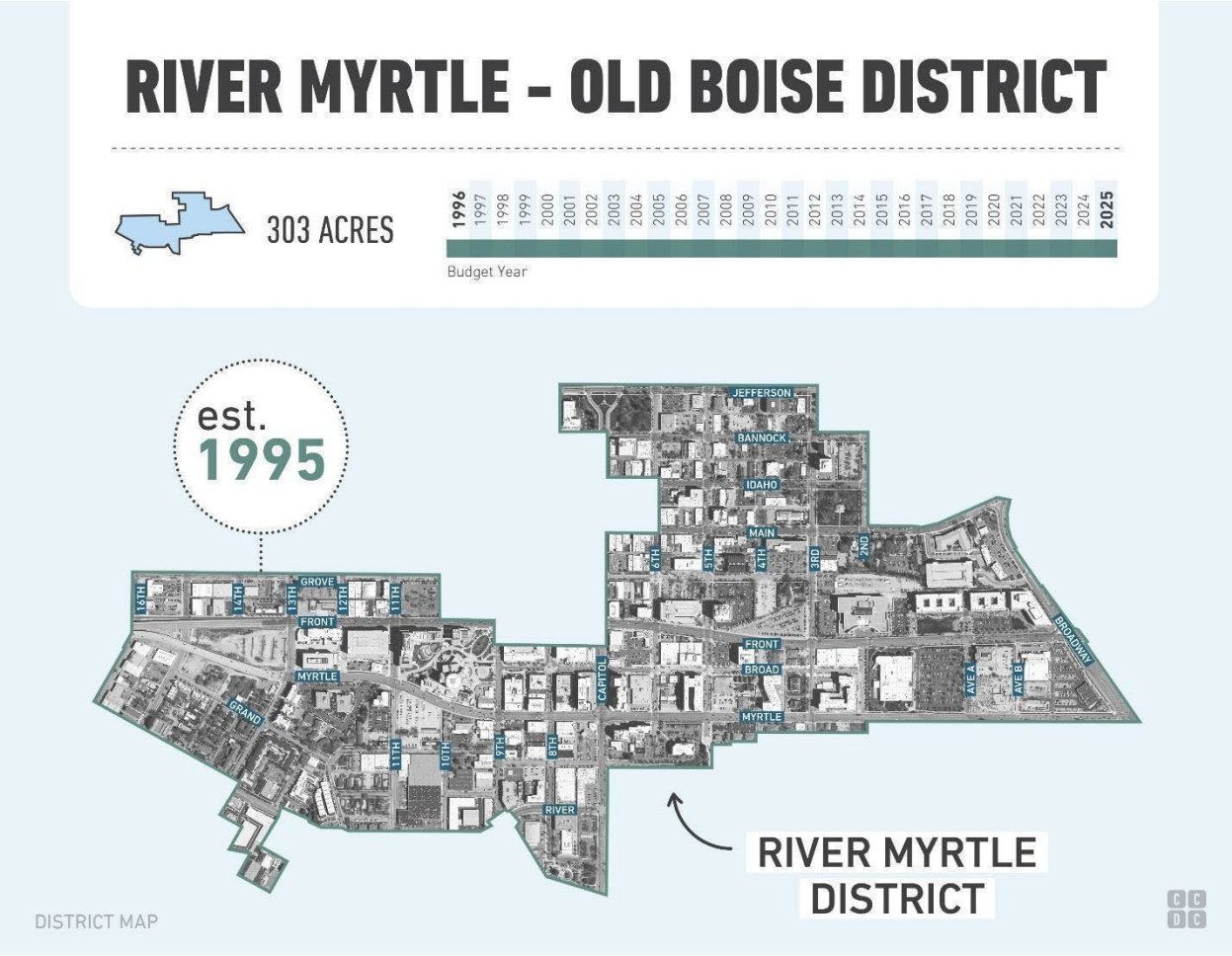
CAPITAL CITY DEVELOPMENT CORP

DATE: February 12, 2024

TO: Latonia Haney Keith, Chair
Board of Commissioners

FM: John Brunelle, Executive Director

RE: CCDC Monthly Report



Economic Development

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.

150 S. 5th St. - CW Moore Park Improvements – PP Type 4 Partnership with Boise Parks: A partnership with Boise Parks and Recreation to 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. CCDC longstanding dedication to historic preservation and placemaking are both in play as we help with long overdue improvements to the grounds of the US Assay Office. The 1.79-acre property at 210 W. Main was first included in an urban renewal district in 1996. Urban renewal funds in the amount of $115,125 are being given to the Foundation for Idaho History by CCDC. These upgrades will make the space much more interesting and attractive for residents and visitors to the neighborhood. These public space improvements are nearing completion, with possible interpretive signage anticipated to be installed this Spring. Once complete, the park will take place among CCDC's placemaking portfolio along with Cherie Buckner Webb Park, The Grove Plaza, City Hall Plaza, and the upcoming work at 521 W. Grove. 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 to reimburse $1.9 million 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: Alexandra Monjar*

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: Doug Woodruff*

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 approved the Type 4 Capital Improvement Project Coordination participation agreement in December 2023, and construction is underway. *Project Lead: Amy Fimbel*

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*

619 W. Main St. – Empire Theatre Building – PP Type 1: The historic Empire Theater Building acquired by local developer West Bannock, LLC in 2023. Reinvestment in the existing 7,724 square foot building includes structural upgrades, interior renovations, and an underground water supply line for the addition of a fire sprinkler system. Eligible improvements include streetscape preservation and repairs to bring the building into code compliance. The Board will consider the project for Designation at the February 12, 2024, meeting. *Project Lead: Kassi Brown*

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. Improvements have been completed as of February 2024. *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. The project will go to Boise City Design Review in February. *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 was completed for a CM/GC and at the November Board Meeting. Guho was approved as the CM/GC. The design is anticipated to be completed in summer 2024 with construction to start later that year. *Project Lead: Kelly Burrows*

Mobility

5th & 6 Streets Roadway Improvements Project: 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. o 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 2023, completed the 75% Design Plans submittal in late July and 95% Design Plans in November 2023. o 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 2023, completed the 75% Design Plans submittal in late July and 95% Design Plans in November 2023. CCDC selected McAlvain as the CM/GC at the November 2023 Board Meeting and executed a Pre-Construction Services task order in January 2024. Staff anticipates that the final construction documents will be complete in late April 2024. At that time, an additional Interagency Cost Share Agreement for construction will be negotiated with ACHD. On January 17, 2024, ITD provided communications to CCDC outlining their required conditions if the project proceeds. On January 17, 2024, ITD provided communications to CCDC outlining their required conditions if the project proceeds. This includes the stipulation that no new traffic signal be implemented at 5th/Myrtle, as previously contemplated in the design. 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. The Design team will meet with the Idaho Capitol Commission on February 7 to discuss approval of the project. *Project Lead: Zach Piepmeyer*

Boise Canal Multi-Use Pathway - 3rd Street to Broadway Avenue: 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. The project will go to Boise City Design Review in February. *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. Per January 2024 communications from ITD CCDC will not be permitted to construct a traffic signal here as part of the 5th & 6th Streets Roadway Improvement 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 continues construction on the north side of Fulton Street, from 8th Street – Capitol Boulevard. *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.

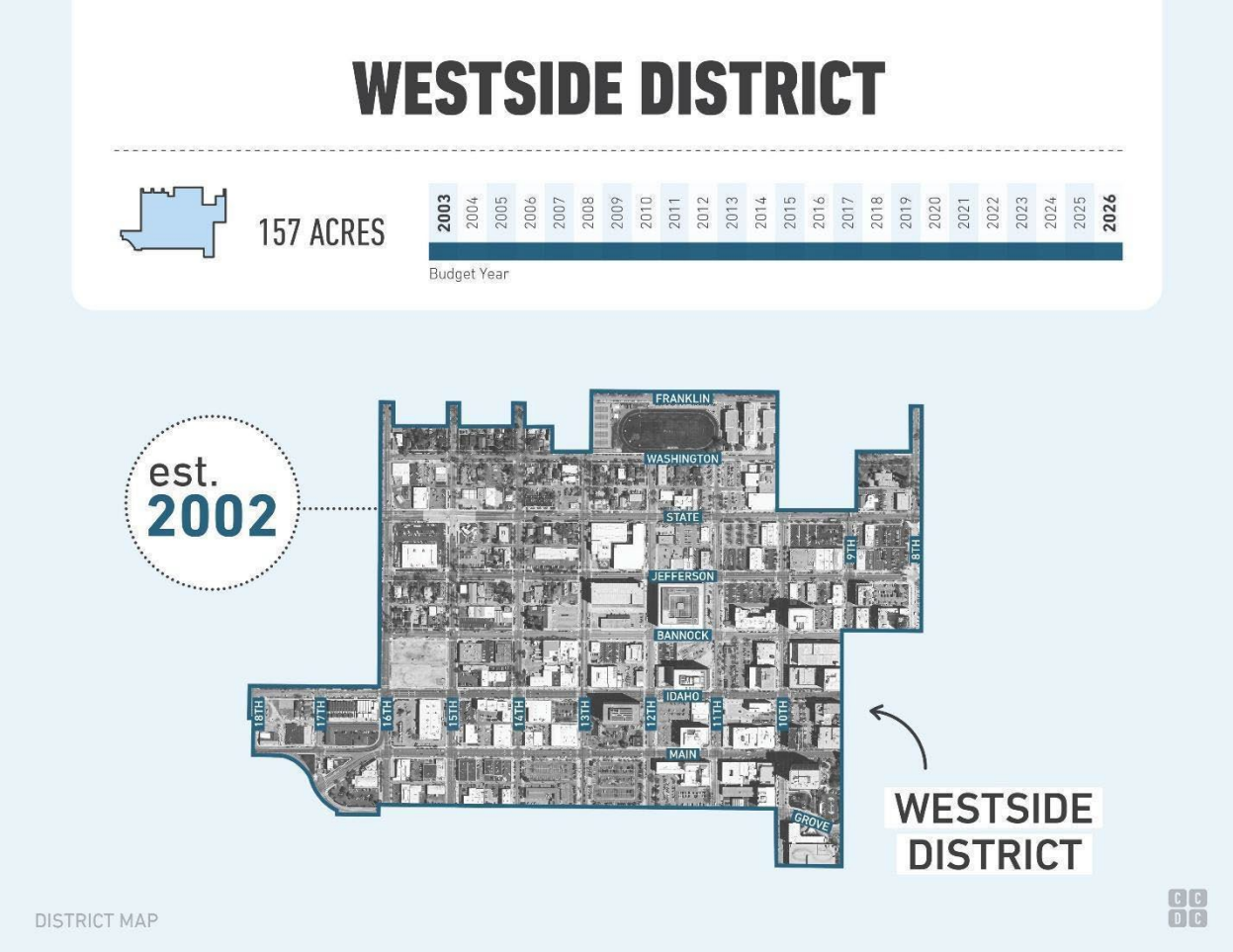
A Design Team was selected through an RFQ process. Staff received Board approval for the selection of the Design Team in October 2022. A CM/GC was selected through an RFQ process, and the selection was approved by the Board in December 2022. Staff issued a public programming survey for the project on 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 was presented to the Parks Commission in November, City Council in December and is scheduled to be submitted for Design Review in February. *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. The final agreement was approved by the Board in December. *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*



Economic Development

Block 68 Catalytic Redevelopment Project: In December 2021, the Board selected Edlen & Company's and deChase Miksis' ("Developer") proposal for the disposition of Agency owned property at 1010 W. Jefferson St. and 421 N. 10th St. through a competitive Request for Proposals ("RFP") process. The proposal included a land exchange with the YMCA for Agency-owned property at 421 N. 10th St. In exchange for the YMCA's property on Block 69 North. An Amended and Restated Land Exchange was executed in October 2022, as well as the Disposition and Development Agreement ("DDA") for the Workforce Housing Project on Block 69 North. The Board approved the Block 68 South DDA for disposition of 1010 W. Jefferson St. for the development of the 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 and the Board established a project review committee to assist with fact-finding and analysis of these requests in May 2023. On April 28, 2023, the Developer submitted to the Agency schematic design documentation and requests for revised assistance for both projects and the Board established a project review committee to assist with fact-finding and analysis of these requests in May 2023. Following several discussions, the Developer submitted revised requests 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, which Memorandum of Understanding ("MOU") was approved by the Board 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. On November 13, 2023, the Board approved with conditions the Schematic Design Documentation for both projects. On December 11, 2023, the Board approved the Amended and Restated DDAs with the Developer and the Second Amended and Restated Land Exchange Agreement with the YMCA. Next steps are for the

Developer to provide Design Development Drawings to the Agency on March 15, 2024, and Preliminary Evidence of Financing on April 30, 2024. *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 2024. *Project Lead: Kassi Brown*

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. The Agency expect the project will be complete this Spring/Summer. *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 later this Spring. *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: Doug Woodruff*

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 and was completed in February 2024. *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. The segment from 2nd to 4th Street was constructed in 2023 and the remainder from 4th to 8th will be constructed in 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

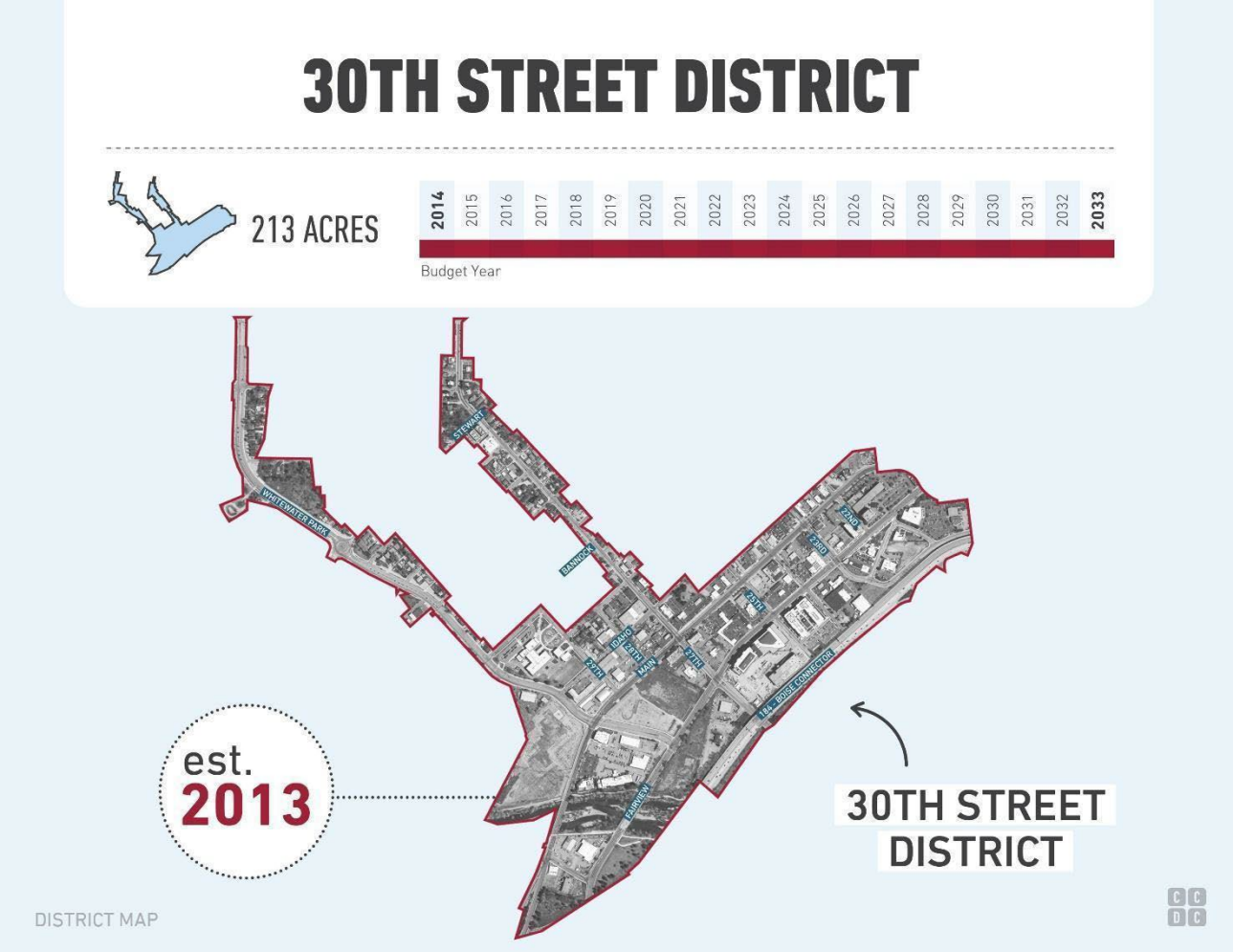
8th Street Improvements, State to Franklin Streets: This project will increase mobility options and improve safety for cyclists and pedestrians between the North End Neighborhood and Boise State University. The proposed 8th Street bike facilities will connect to a future east west ACHD Franklin Street 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. Construction documents will be submitted in February for Boise City and ACHD permit approval. *Project Lead: Kelly Burrows*

Special Projects

Westside Public Art – Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History requested assistance to re-wrap traffic boxes that need replacement. There are 17 traffic boxes in the Westside District that need replacement. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. The final agreement was approved by the Board in December. *Project Lead: Karl Woods*

Westside Public Art – Deferred Maintenance - PP Type 4: Boise City Department of Arts & History has requested assistance to repair two public art installations in the Westside District. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. *Project Lead: Karl Woods*



Economic Development

2618 W. Fairview Ave. - LOCAL Fairview - PP Type 2: Subtext is constructing this seven-story, 271-unit, mixed-use project. The development will have approximately 8,500 square feet of ground floor commercial space with the existing Capri Restaurant retained and incorporated into the design. The public improvements eligible for CCDC reimbursement include streetscapes along Fairview Avenue and 27th Street. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and phone lines, and expanding the sewer mainline. Total Development Costs are estimated at $81 million, and Eligible Expenses at $1.2 million. The Board approved a final agreement in April 2023, and construction is anticipated to begin this winter. *Project Lead: Doug Woodruff*

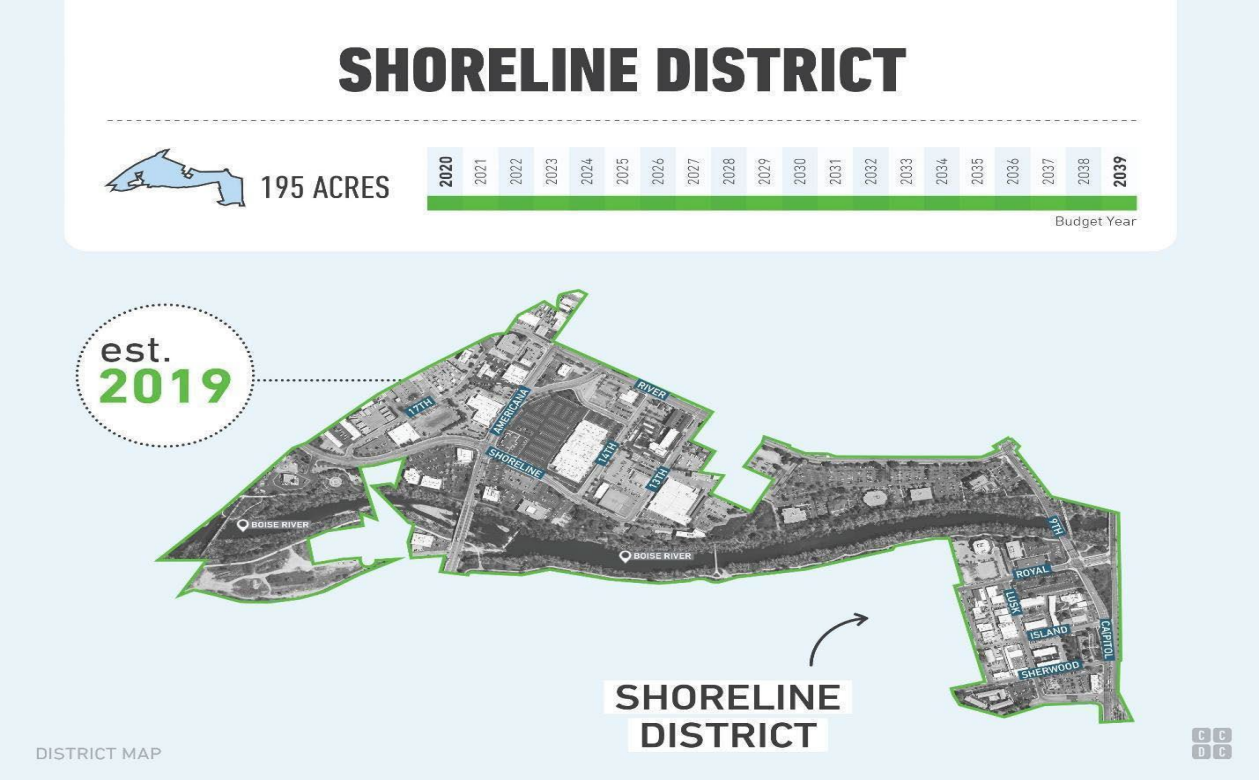
114 N. 23rd St. – New Path 2 – PP Type 3: This second phase of New Path is a permanent supportive housing development comprised of 96 multi-family units and space for ancillary support services. This Second phase of New Path 2 is a permanent supportive housing development comprised of 96 multi-family units and space for ancillary support services. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and support from the City of Boise. This development will provide affordable housing for individuals and couples who are 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: Alexandra Monjar*

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: Doug Woodruff*

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 working with St. Luke's to gather cost documentation. *Project Lead: Alexandra Monjar*

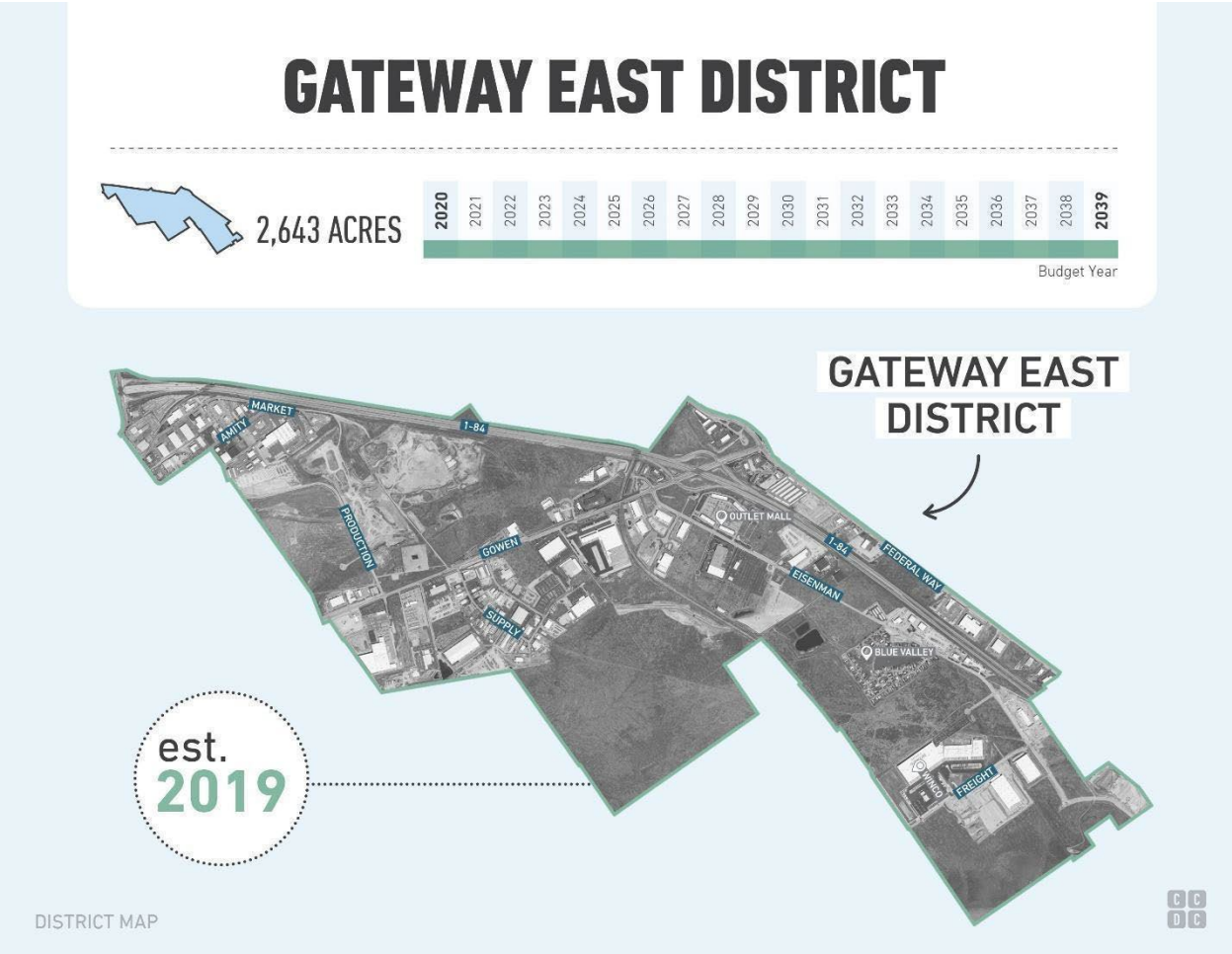


Economic Development

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. ACHD approval was received in November and the Agency is preparing the bid package. *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: Alexandra Monjar*



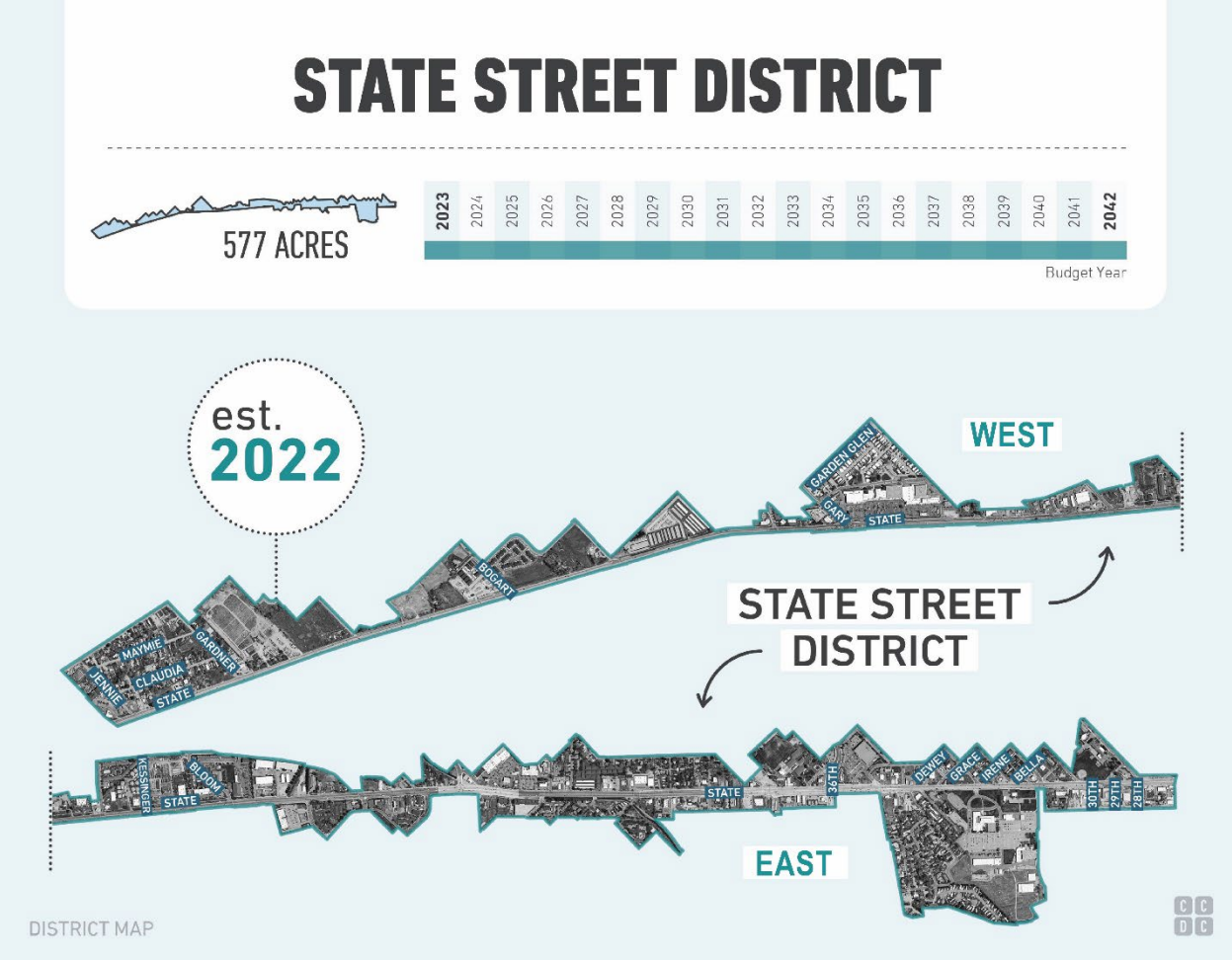
Economic Development

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 with completion expected in May 2024. *Project Lead: Alexandra Monjar*

2500 W. Freight St. - Boise Gateway 3 - PP Type 2: In December 2022, the Board designated this Boyer Company project to receive Type 2 Participation to assist with utility and roadway improvements. The project is a 185,000 square foot speculative warehouse building designed to accommodate up to four tenants on a lot bound by Eisenman Road, Winco Court, and Freight Street. The agreement includes the option for the developer to construct an additional building on the site within the term of the agreement to further catalyze development in Gateway East. The Agency is requesting the Board's approval of a final agreement at its February 2024 meeting. *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 will seek board approval to award the public works construction contract at the February 12, 2024, meeting. Construction is anticipated to begin in March of 2024. *Project Lead: Kassi Brown*



2426 N. Arthur St. – Wilson Station – PP Type 3: Wilson Station is a mixed-use, affordable housing development comprised of 102 multi-family units and ground floor commercial space intended to be a day care. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and the City of Boise's Housing Land Trust. 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%-80% of the Area Median Income. 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. The project is currently under construction. *Project Lead: Alexandra Monjar*

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 included an aging commercial building and a small surface lot, which the Agency converted to public parking and made available for $5 a day throughout 2023. This property is currently subject to a land exchange agreement with the Treasure Valley YMCA and is the intended future location of the new downtown Boise YMCA. To prepare the property for redevelopment, the Agency performed asbestos remediation and demolished the building and site improvements in December and January. An additional environmental assessment will be performed prior to transacting the land exchange with the YMCA which is to occur no later than August 15, 2024. More information concerning redevelopment is under the Westside District Block 68 Catalytic Redevelopment Project. *Project Lead: Kelly Burrows, Alexandra Monjar*

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*

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/Zach Piepmeyer*

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 operational, its functionality is limited compared to newer technologies and industry best practice is for PARCS replacement every 10 years. Through an RFQ process, the Agency hired Kimley-Horn & Associates 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 stakeholder outreach to define desirable PARCS characteristics, assist the Agency in developing a formal Request for Proposals (RFP) to procure the new PARCS, and manage the installation and testing phase of the project. Installation of the new PARCS in the ParkBOI facilities is anticipated to begin 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	9th & 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 14, 2023	TBD	November 30, 2024
Issues/Comments:	Pat Rice is now retired, and Cody Lund is now the Executive director.	

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 17, 2023	TBD	October, 2024

Issues/Comments:	Condo will buy escalator cleaner and save of yearly service cleaning, Parkboi is looking to add cameras to garage.

Downtown Parking Condominiums Association CCDC Contact: Aaron Nelson		
Member	**Unit**	**Percent Interest**
CCDC	9th & 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 9th & 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:		



"Urbanism works when it creates a journey as desirable as the destination." – Paul Goldberger

VI.
ADJOURN



END