



**BOARD
OF
COMMISSIONERS
MEETING
March 11, 2024**

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Board Room, Fifth Floor, 121 N. 9th Street
March 11, 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. ParkBOI Customer SurveyZach Piepmeyer (15 minutes)
 - B. ParkBOI Parking Garage Rooftop Solar Feasibility Study.....Zach Piepmeyer (20 minutes)
- IV. **ACTION ITEM: CONSENT AGENDA**
 - A. Expenses
 - 1. Approve Paid Invoice Report for February 2024
 - B. Minutes and Reports
 - 1. Approve Meeting Minutes for February 12, 2024
 - C. Other
 - 1. Approve Resolution 1861: Memorandum of Understanding - State Street/Idaho 44 Transit Corridor Implementation Coordination
 - 2. FY2024 Q1 Financial Report (Unaudited)
- V. **ACTION ITEM**
 - A. CONSIDER 2023 Annual ReportJohn Brunelle (5 minutes)
 - B. PUBLIC COMMENT 2023 Annual Report Chair Haney Keith (5 minutes)
 - C. CONSIDER Resolution 1859: Trailhead. Amendment No. 3 to the Entrepreneurship Consulting Agreement with the City of Boise and Actuate Boise, Inc.Mary Watson (5 minutes)
 - D. CONSIDER Resolution 1860: 500 S. 8th Street, Trailhead. Renewal of Commercial Lease Agreement with Rim View LLC.....Mary Watson (5 minutes)
 - E. CONSIDER Resolution 1862: 3rd Street Streetscape and Mobility Improvements Project. Task Order 19-011 for Professional Design Services with Jensen Belts Associates Karl Woods (5 minutes)
 - F. CONSIDER Resolution 1863: 3rd Street Streetscape and Mobility Improvements Project. Ranking for RFQ: Construction Manager/General Contractor (CM/GC)..... Karl Woods/Kathy Wanner (10 minutes)
 - G. CONSIDER Resolution 1864: Pre-Qualification of Contractors for 17th Street Interim Streetscape Improvements ProjectKassi Brown/Kathy Wanner (5 minutes)

VI. ADJOURN

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



II. AGENDA CHANGES/ ADDITIONS



III. WORK SESSION



AGENDA BILL

Agenda Subject: 2024 ParkBOI Customer Survey		Date: March 11, 2024
Staff Contact: Zach Piepmeyer, P.E. Parking & Mobility Director	Attachments: 1. Survey Results – All Responses	
Action Requested: For Information Only		

The Agency periodically engages ParkBOI customers in a customer survey to determine customer satisfaction and impressions about the ParkBOI program and current facility conditions. ParkBOI and the Agency use feedback collected through these surveys to review and adjust customer service procedures as well as identify opportunities for improvements to products, services and garage features. The most recent ParkBOI customer survey was conducted in spring 2022.

Between January 10, 2024, and February 7, 2024, the Agency conducted the 2024 ParkBOI Customer Survey to collect feedback within the following areas:

- Customer service
- Garage cleanliness
- Garage equipment functionality
- Garage amenities
- Payment options and technology

The survey also collected general demographic and garage utilization information from respondents, but did not engage respondents on current or future pricing for monthly or hourly parking.

The survey was distributed via email to all current ParkBOI monthly pass holders and was advertised via flier at pay-on-foot kiosks and entry/exit gates in each of the six ParkBOI garages.

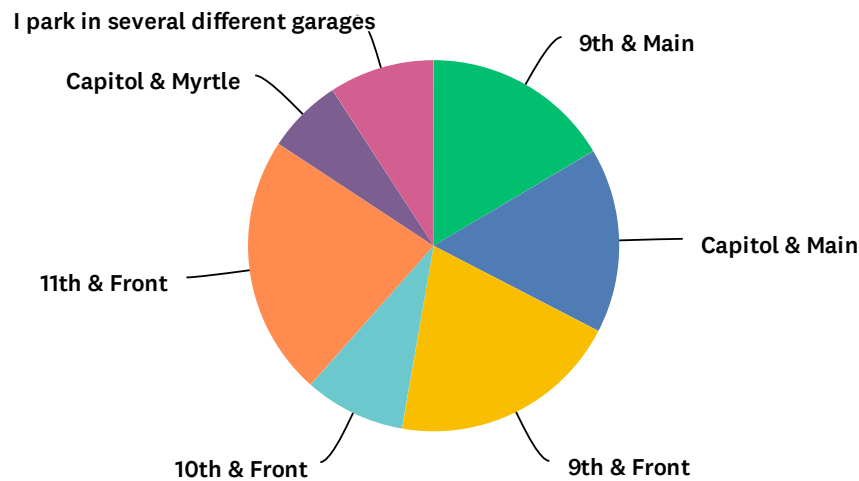
A total of 280 individuals responded to the 2024 ParkBOI Customer Survey. The attached document summarizes the results of the survey. Additional results will be detailed at the March 11, 2024 CCDC Board Meeting Work Session.

Fiscal Impacts:

None.

Q1 Which ParkBOI Garage do you primarily park in?

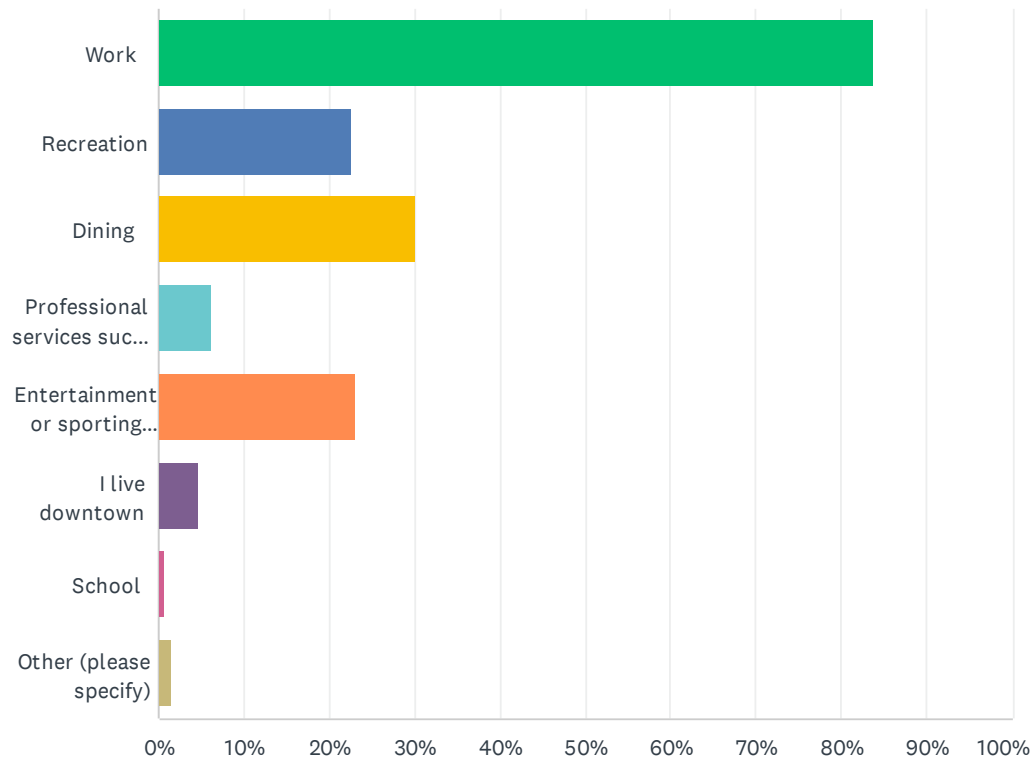
Answered: 273 Skipped: 7



ANSWER CHOICES	RESPONSES	
9th & Main	16.48%	45
Capitol & Main	16.12%	44
9th & Front	20.15%	55
10th & Front	8.79%	24
11th & Front	22.71%	62
Capitol & Myrtle	6.59%	18
I park in several different garages	9.16%	25
TOTAL		273

Q2 Why do you use the ParkBOI garage(s)? Select all that apply

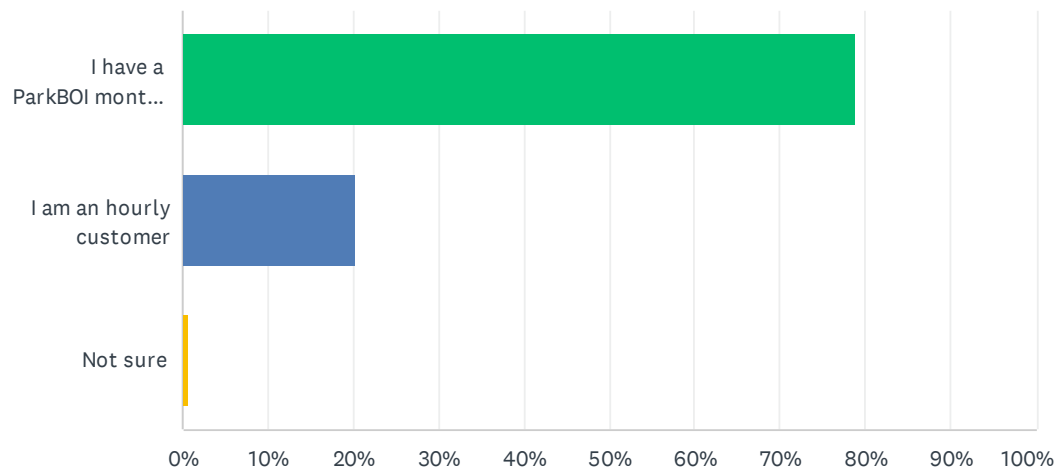
Answered: 279 Skipped: 1



ANSWER CHOICES	RESPONSES	
Work	83.87%	234
Recreation	22.58%	63
Dining	30.11%	84
Professional services such as banking, salons, etc.	6.09%	17
Entertainment or sporting events	22.94%	64
I live downtown	4.66%	13
School	0.72%	2
Other (please specify)	1.43%	4
Total Respondents: 279		

Q3 Are you a monthly ParkBOI parking pass holder or are you an hourly customer (e.g. you pull a paper ticket to enter the garage)?

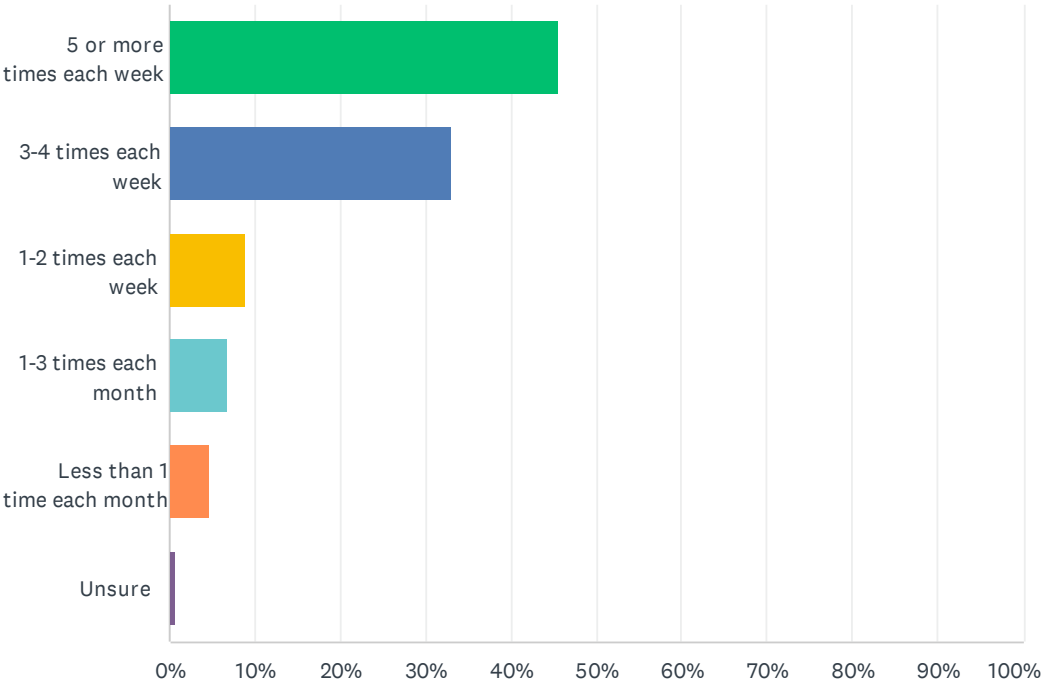
Answered: 280 Skipped: 0



ANSWER CHOICES		RESPONSES	
I have a ParkBOI monthly pass		78.93%	221
I am an hourly customer		20.36%	57
Not sure		0.71%	2
TOTAL			280

Q4 On average, which of the following best describes how often you visit the ParkBOI garage(s)?

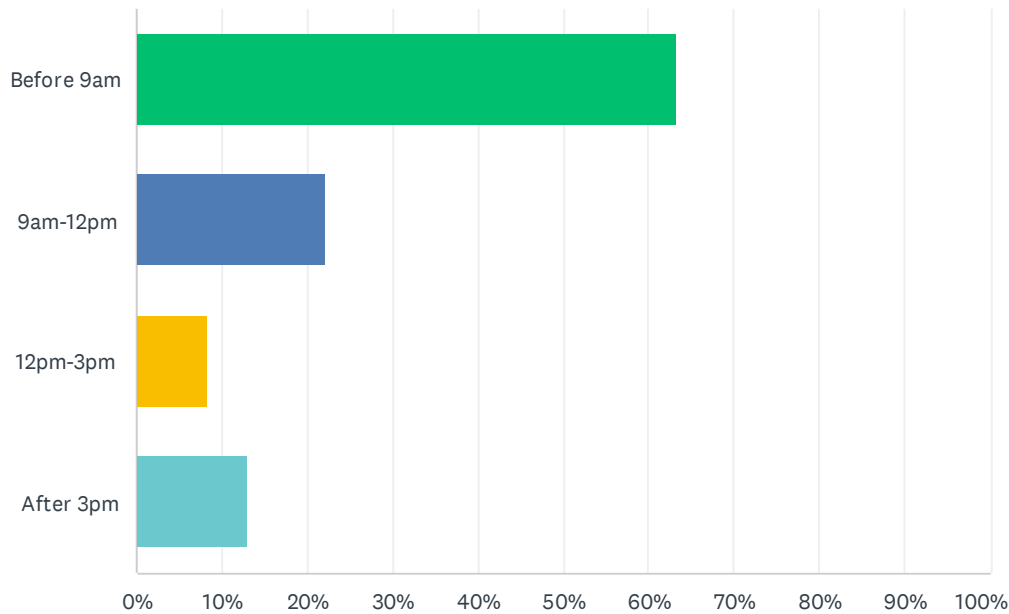
Answered: 278 Skipped: 2



ANSWER CHOICES	RESPONSES	
5 or more times each week	45.68%	127
3-4 times each week	33.09%	92
1-2 times each week	8.99%	25
1-3 times each month	6.83%	19
Less than 1 time each month	4.68%	13
Unsure	0.72%	2
TOTAL		278

Q5 On average, what time do you arrive at the garage?

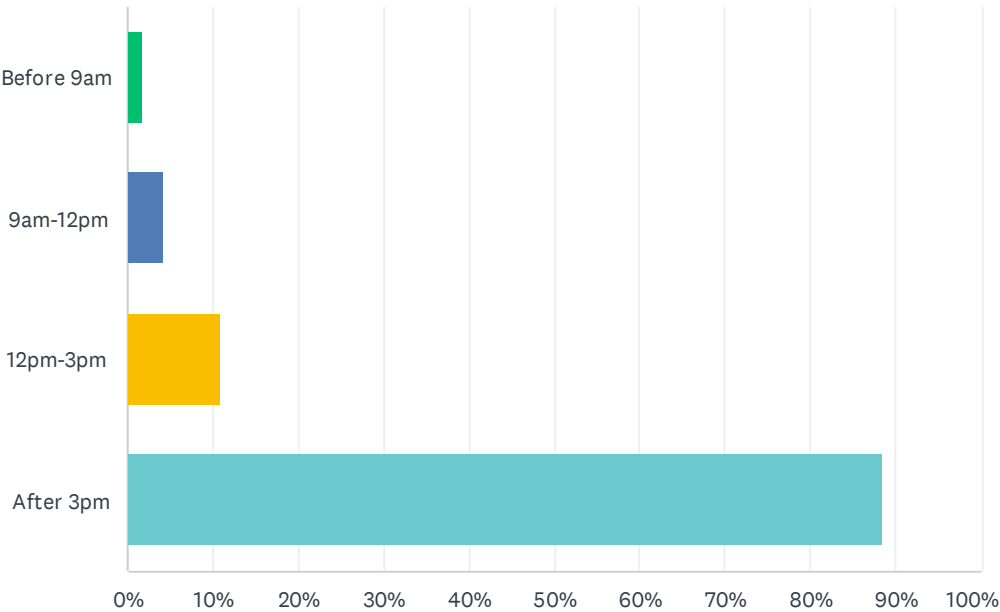
Answered: 276 Skipped: 4



ANSWER CHOICES	RESPONSES	
Before 9am	63.41%	175
9am-12pm	22.10%	61
12pm-3pm	8.33%	23
After 3pm	13.04%	36
Total Respondents: 276		

Q6 On average, what time do you leave the garage?

Answered: 276 Skipped: 4

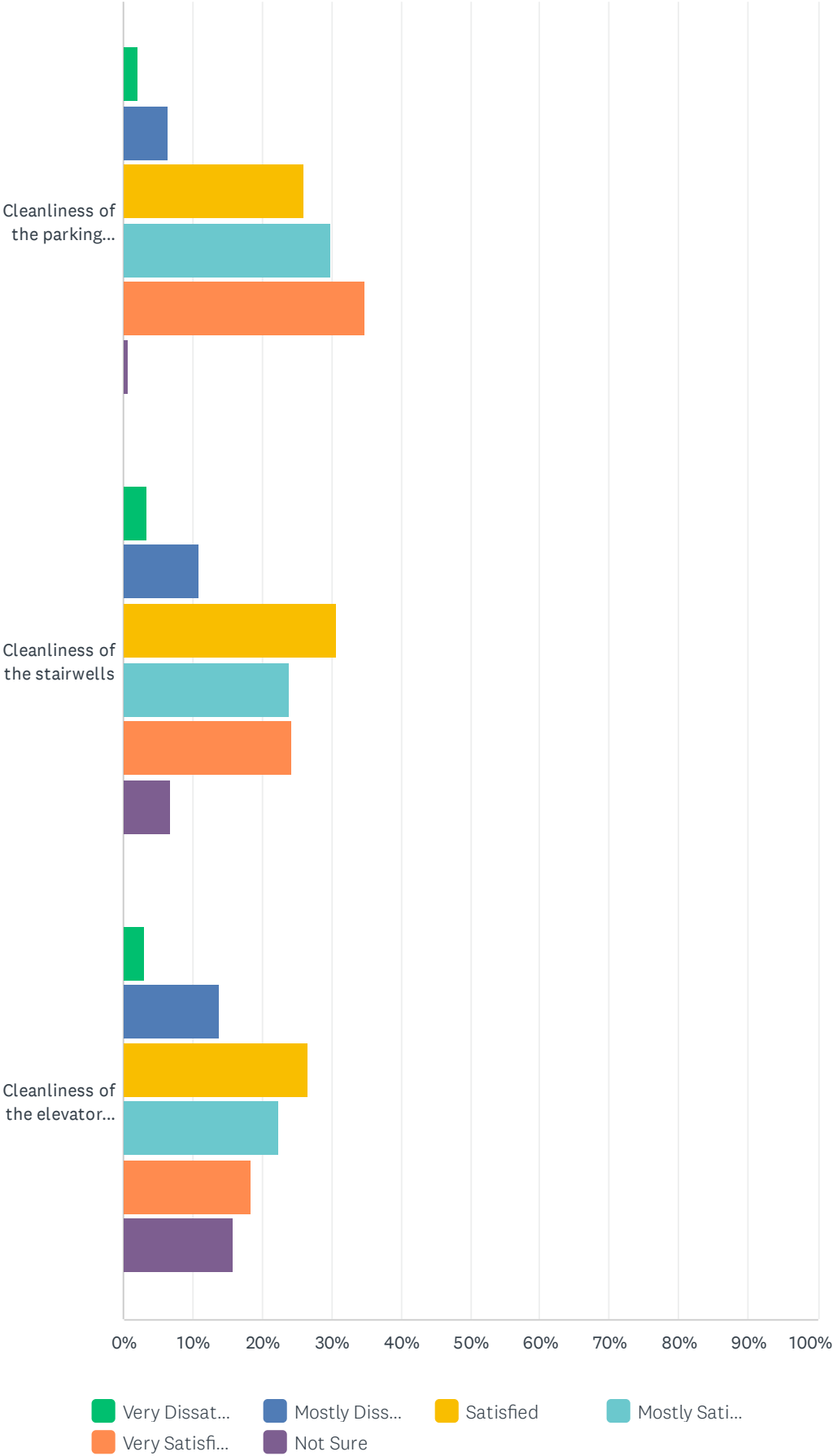


ANSWER CHOICES	RESPONSES	
Before 9am	1.81%	5
9am-12pm	4.35%	12
12pm-3pm	10.87%	30
After 3pm	88.41%	244
Total Respondents: 276		

Q7 Please tell us how satisfied you are with the cleanliness of the following areas of the garage.

Answered: 268 Skipped: 12

ParkBOI 2024 Customer Satisfaction Survey

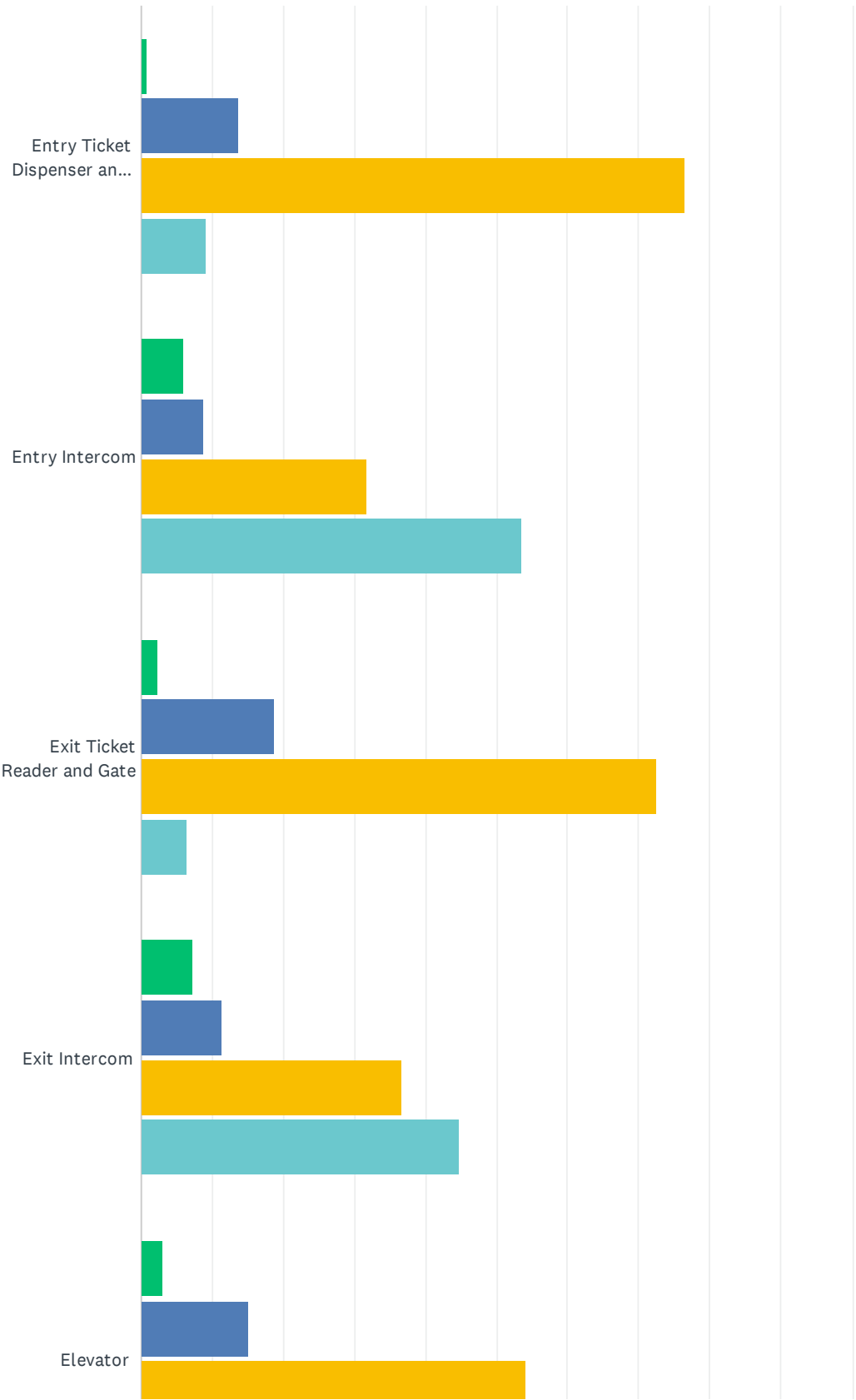


ParkBOI 2024 Customer Satisfaction Survey

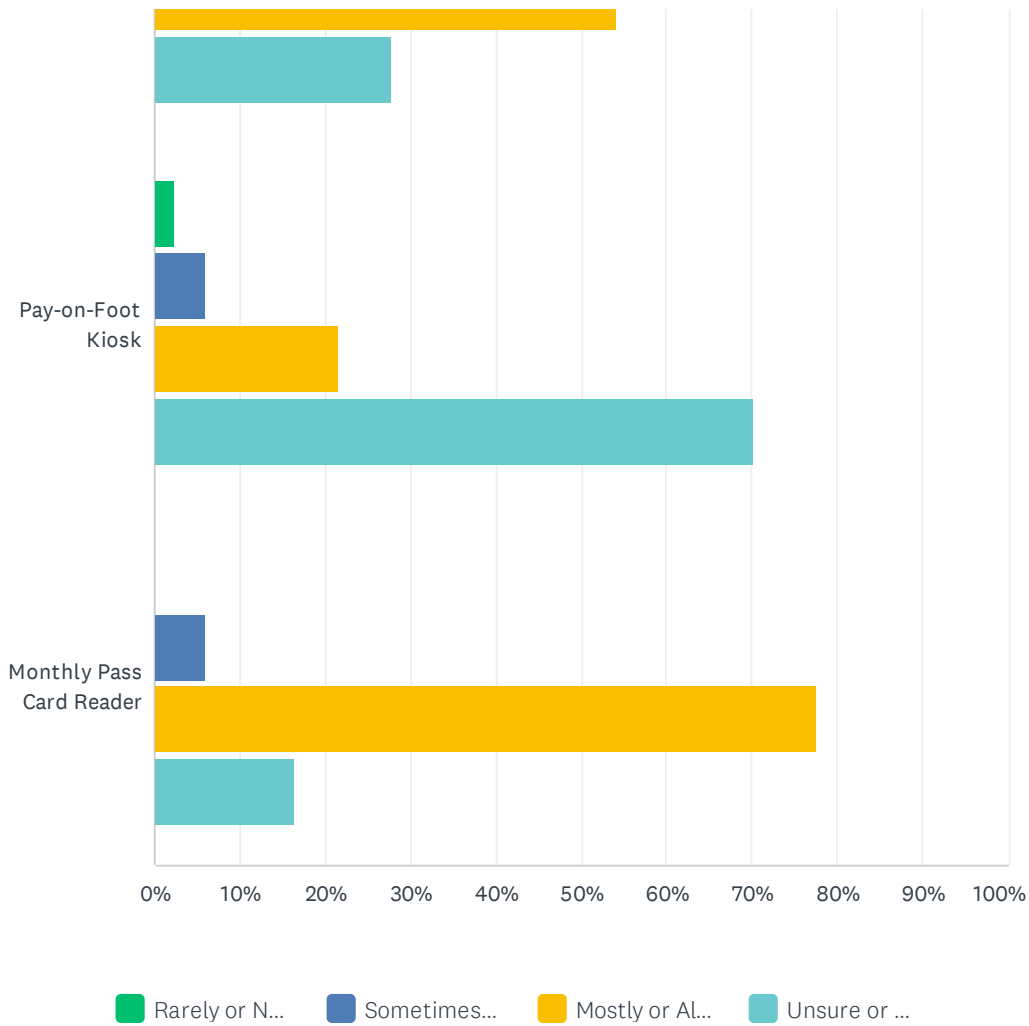
	VERY DISSATISFIED	MOSTLY DISSATISFIED	SATISFIED	MOSTLY SATISFIED	VERY SATISFIED	NOT SURE	TOTAL	WEIGHTED AVERAGE
Cleanliness of the parking areas	2.24% 6	6.34% 17	26.12% 70	29.85% 80	34.70% 93	0.75% 2	268	3.89
Cleanliness of the stairwells	3.37% 9	10.86% 29	30.71% 82	23.97% 64	24.34% 65	6.74% 18	267	3.59
Cleanliness of the elevators and lobby areas	3.00% 8	13.86% 37	26.59% 71	22.47% 60	18.35% 49	15.73% 42	267	3.47

Q8 How well do the following garage components work?

Answered: 267 Skipped: 13



ParkBOI 2024 Customer Satisfaction Survey



	RARELY OR NEVER WORKS	SOMETIMES WORKS	MOSTLY OR ALWAYS WORKS	UNSURE OR NO OPINION	TOTAL
Entry Ticket Dispenser and Gate	0.76% 2	13.64% 36	76.52% 202	9.09% 24	264
Entry Intercom	6.04% 16	8.68% 23	31.70% 84	53.58% 142	265
Exit Ticket Reader and Gate	2.29% 6	18.70% 49	72.52% 190	6.49% 17	262
Exit Intercom	7.20% 19	11.36% 30	36.74% 97	44.70% 118	264
Elevator	3.03% 8	15.15% 40	54.17% 143	27.65% 73	264
Pay-on-Foot Kiosk	2.27% 6	6.06% 16	21.59% 57	70.08% 185	264
Monthly Pass Card Reader	0.00% 0	5.99% 16	77.53% 207	16.48% 44	267

Q9 ParkBOI staff are on-site in the garages to provide assistance to our customers. In your experiences with staff, do you agree or disagree with the following statements?

Answered: 262 Skipped: 18

ParkBOI 2024 Customer Satisfaction Survey



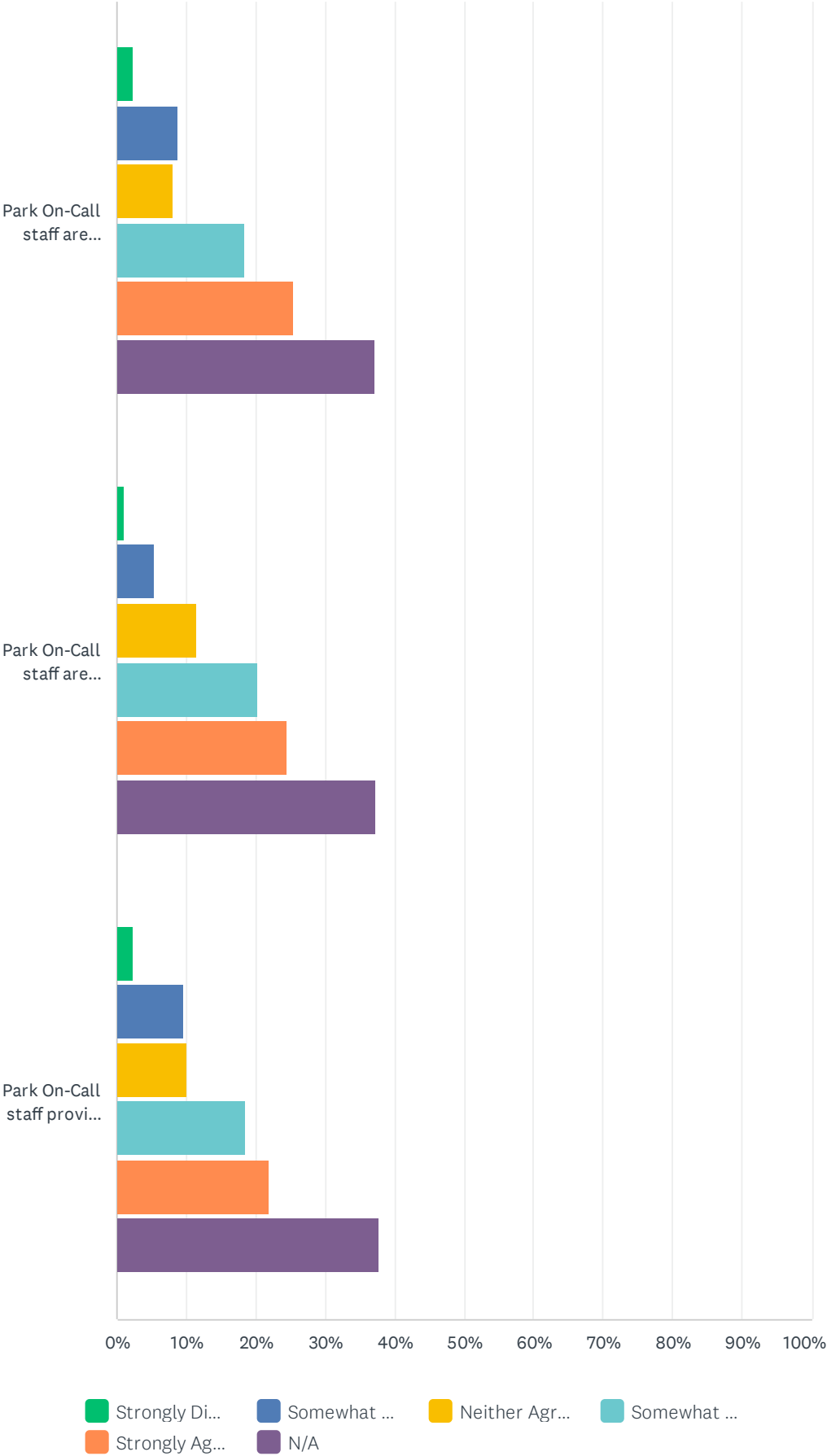
ParkBOI 2024 Customer Satisfaction Survey

	STRONGLY DISAGREE	SOMEWHAT DISAGREE	NEITHER AGREE NOR DISAGREE	SOMEWHAT AGREE	STRONGLY AGREE	N/A	TOTAL	WEIGHTED AVERAGE
ParkBOI staff are responsive and helpful.	3.44% 9	7.25% 19	10.31% 27	20.99% 55	24.81% 65	33.21% 87	262	3.85
ParkBOI staff are friendly.	1.53% 4	3.82% 10	12.21% 32	19.08% 50	30.53% 80	32.82% 86	262	4.09
ParkBOI staff provide help in a timely manner.	2.67% 7	8.78% 23	12.21% 32	16.03% 42	27.10% 71	33.21% 87	262	3.84

Q10 All garage exits have an intercom system with Park On-Call Staff available to assist with the push of a button. In your experiences with ParkBOI staff through the intercom, do you agree or disagree with the following statements?

Answered: 262 Skipped: 18

ParkBOI 2024 Customer Satisfaction Survey

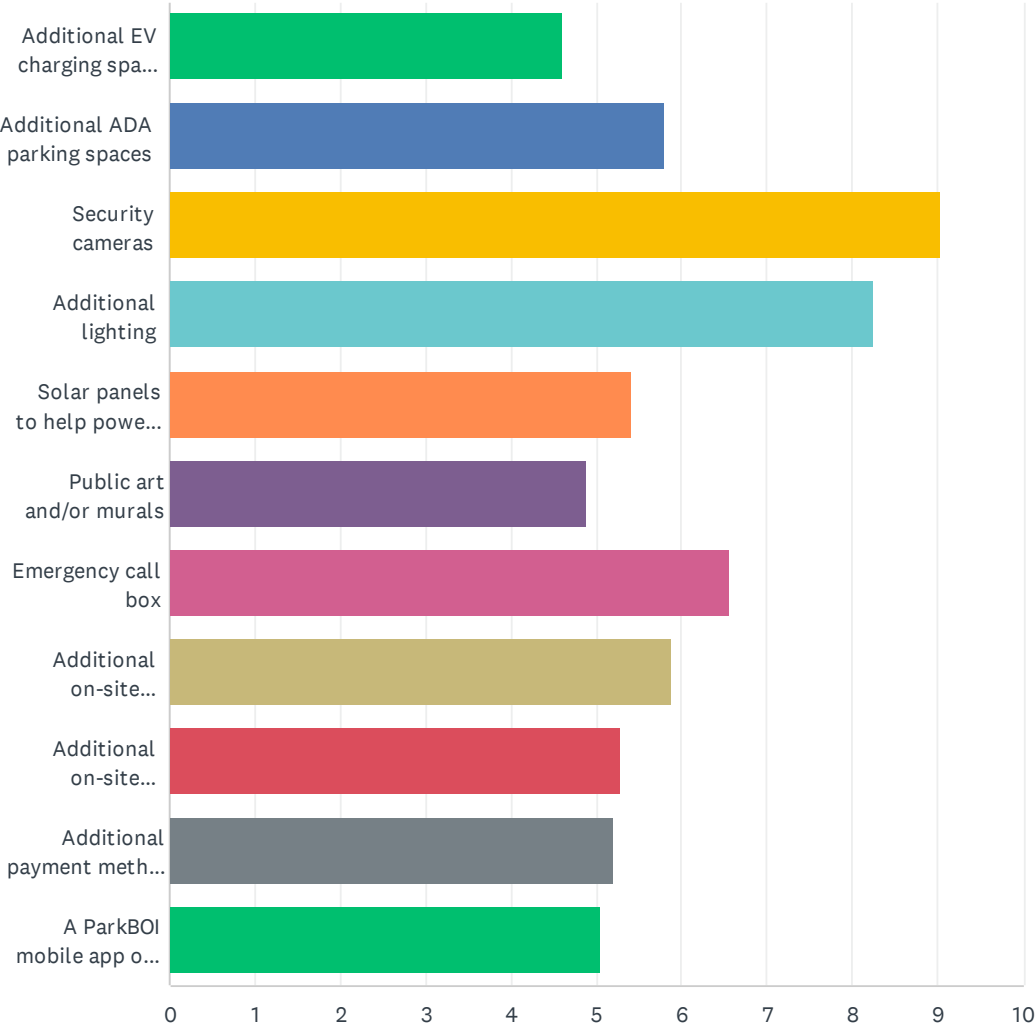


ParkBOI 2024 Customer Satisfaction Survey

	STRONGLY DISAGREE	SOMEWHAT DISAGREE	NEITHER AGREE NOR DISAGREE	SOMEWHAT AGREE	STRONGLY AGREE	N/A	TOTAL	WEIGHTED AVERAGE
Park On-Call staff are responsive and helpful.	2.30% 6	8.81% 23	8.05% 21	18.39% 48	25.29% 66	37.16% 97	261	3.88
Park On-Call staff are friendly.	1.15% 3	5.34% 14	11.45% 30	20.23% 53	24.43% 64	37.40% 98	262	3.98
Park On-Call staff provide help in a timely manner.	2.31% 6	9.62% 25	10.00% 26	18.46% 48	21.92% 57	37.69% 98	260	3.77

Q11 Please rank the following garage amenities based on what you think is most important or would most like to see added to the garages.

Answered: 244 Skipped: 36



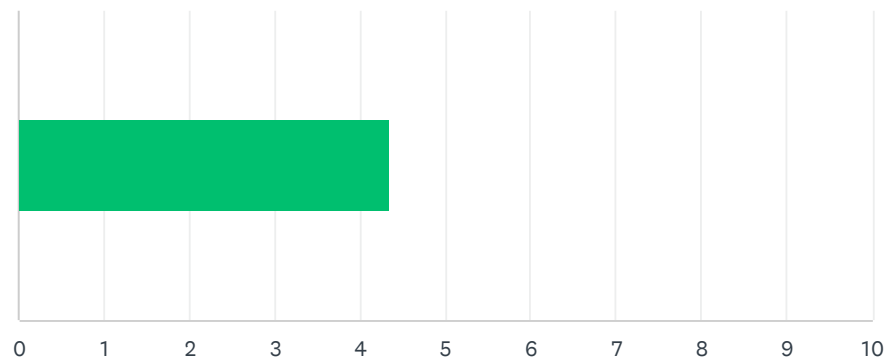
ParkBOI 2024 Customer Satisfaction Survey

	1	2	3	4	5	6	7	8	9	10	11	
Additional EV charging spaces	6.56% 16	5.33% 13	6.15% 15	4.92% 12	7.79% 19	6.97% 17	7.38% 18	7.79% 19	9.84% 24	9.84% 24	27.46% 67	
Additional ADA parking spaces	6.15% 15	6.97% 17	4.92% 12	10.25% 25	13.11% 32	11.07% 27	13.52% 33	9.43% 23	9.84% 24	9.43% 23	5.33% 13	
Security cameras	33.61% 82	20.08% 49	18.44% 45	7.38% 18	6.97% 17	3.69% 9	4.51% 11	2.05% 5	1.23% 3	0.82% 2	1.23% 3	
Additional lighting	12.70% 31	19.26% 47	19.67% 48	16.39% 40	11.89% 29	10.25% 25	4.92% 12	2.87% 7	1.23% 3	0.41% 1	0.41% 1	
Solar panels to help power the garages	4.51% 11	3.28% 8	5.33% 13	9.02% 22	10.66% 26	15.98% 39	11.48% 28	13.93% 34	8.61% 21	11.89% 29	5.33% 13	
Public art and/or murals	2.87% 7	4.92% 12	4.51% 11	6.56% 16	8.61% 21	11.89% 29	14.34% 35	10.25% 25	10.66% 26	12.30% 30	13.11% 32	
Emergency call box	3.28% 8	9.84% 24	12.70% 31	18.03% 44	9.43% 23	10.25% 25	12.30% 30	11.48% 28	5.74% 14	4.51% 11	2.46% 6	
Additional on-site customer service staff (i.e. ParkBOI staff to assist with payment issues, dead car batteries, etc.)	8.61% 21	4.92% 12	6.15% 15	9.43% 23	11.48% 28	8.20% 20	10.66% 26	21.31% 52	9.84% 24	6.15% 15	3.28% 8	
Additional on-site security personnel	2.46% 6	7.38% 18	8.61% 21	7.38% 18	9.43% 23	9.43% 23	9.02% 22	8.20% 20	21.31% 52	9.43% 23	7.38% 18	
Additional payment methods at exit, such as Apple Pay or other digital wallet	8.20% 20	9.43% 23	5.74% 14	5.74% 14	4.92% 12	6.97% 17	6.56% 16	8.61% 21	13.52% 33	25.00% 61	5.33% 13	
A ParkBOI mobile app on your smartphone to manage monthly parking accounts including waitlists	11.07% 27	8.61% 21	7.79% 19	4.92% 12	5.74% 14	5.33% 13	5.33% 13	4.10% 10	8.20% 20	10.25% 25	28.69% 70	

and
payments,
and hourly
parking
payments

Q13 How comfortable are you using mobile payment on a smartphone?
(Skip this question if you never use hourly parking.)

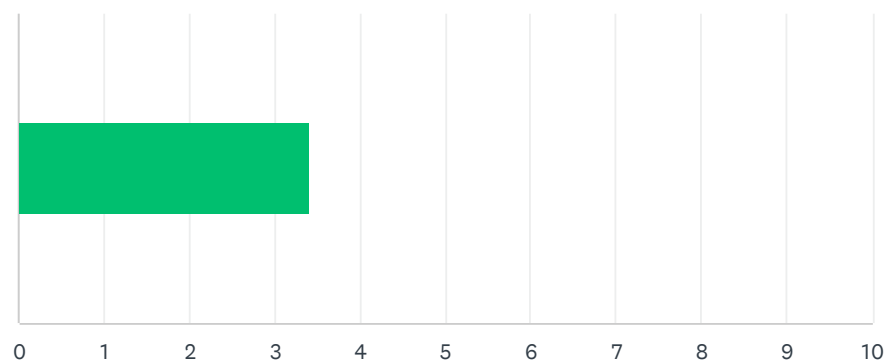
Answered: 176 Skipped: 104



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	767	176
Total Respondents: 176			

Q14 How comfortable are you with License Plate Recognition being implemented in ParkBOI facilities to enhance security and the parking experience for garage patrons?

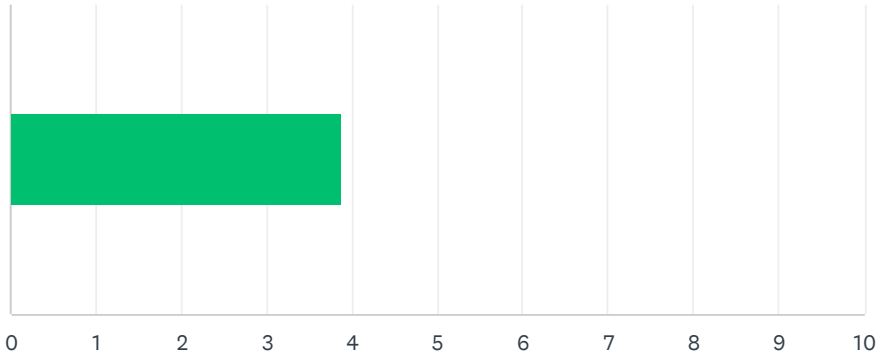
Answered: 235 Skipped: 45



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	803	235
Total Respondents: 235			

Q15 On a scale of 1 to 5 (1 being very difficult and 5 being not difficult at all), how difficult is it for you to find parking in your preferred ParkBOI garage?

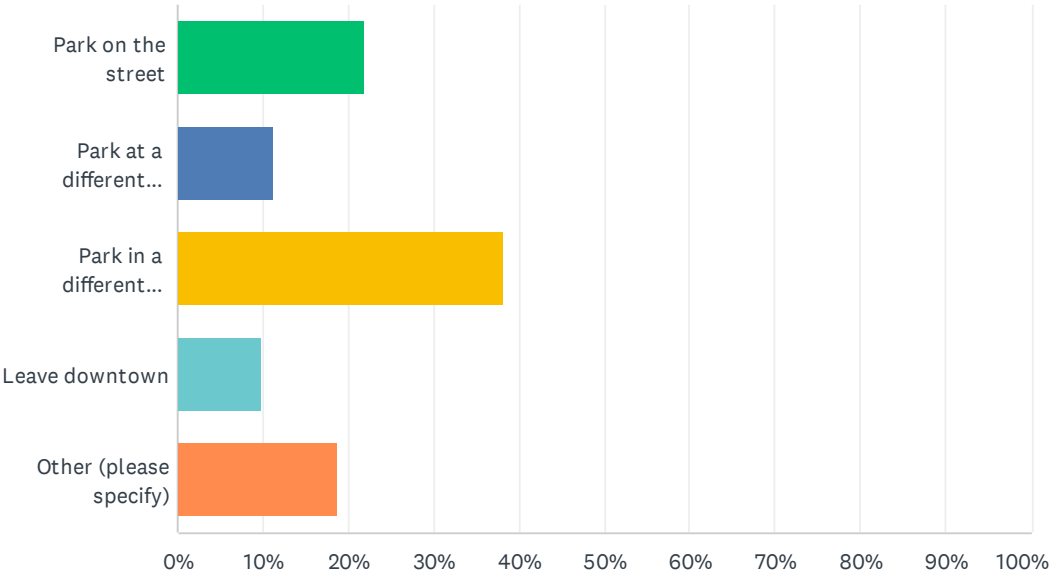
Answered: 237 Skipped: 43



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	919	237
Total Respondents: 237			

Q16 What do you do if it is too difficult to find parking in your preferred ParkBOI garage?

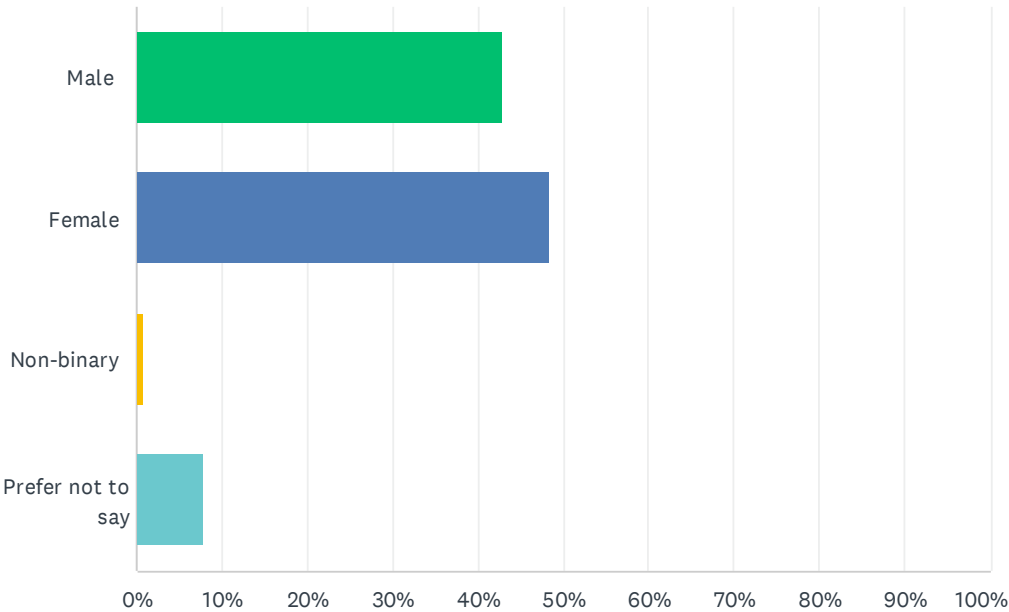
Answered: 223 Skipped: 57



ANSWER CHOICES	RESPONSES	
Park on the street	21.97%	49
Park at a different surface parking lot	11.21%	25
Park in a different parking garage	38.12%	85
Leave downtown	9.87%	22
Other (please specify)	18.83%	42
TOTAL		223

Q18 What is your gender identity?

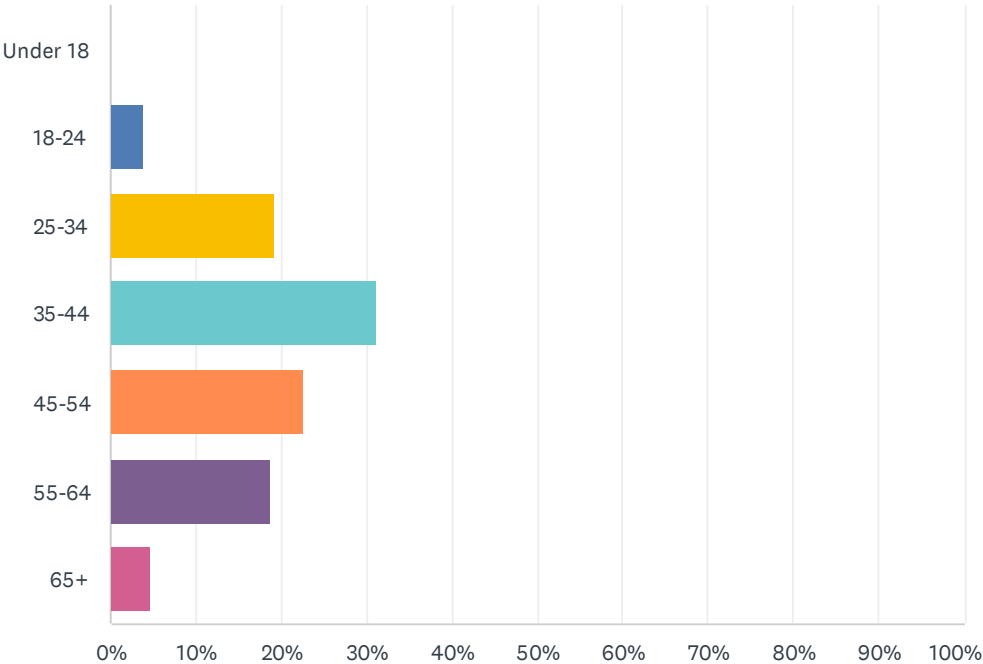
Answered: 238 Skipped: 42



ANSWER CHOICES	RESPONSES	
Male	42.86%	102
Female	48.32%	115
Non-binary	0.84%	2
Prefer not to say	7.98%	19
TOTAL		238

Q19 What is your age?

Answered: 235 Skipped: 45



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	3.83%	9
25-34	19.15%	45
35-44	31.06%	73
45-54	22.55%	53
55-64	18.72%	44
65+	4.68%	11
TOTAL		235



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AGENDA BILL

Agenda Subject: Rooftop Solar Feasibility Study for ParkBOI Facilities		Date: March 11, 2024
Staff Contact: Zach Piepmeyer, P.E. Parking & Mobility Director	Attachments: 1. Rooftop Solar Feasibility Study Report	
Action Requested: For Information Only		

As a result of previous ParkBOI customer feedback regarding the implementation of rooftop solar and in support of the City of Boise's climate and sustainability initiatives outlined in the 2021 Climate Action Roadmap, the Agency endeavored to study whether installation of rooftop solar would be physically and financially possible at each of the six existing ParkBOI garage structures.

The Agency's FY23 Budget included funds for completing a Rooftop Solar Feasibility Study and, in July 2023, the Agency contracted with Kimley-Horn & Associates to complete the Study. The Study included review of garage layout, electrical and structural capacity, building code analysis, modelling of rooftop solar generation, and financial analysis of the investment in rooftop solar given current electrical demand at each garage and current Idaho Power solar export rate structures (adopted January 2024).

The attached report summarizes the analysis and findings of the Study, including a recommendation for the installation of 100kW rooftop solar systems on the roof of three existing ParkBOI garages: 9th/Front, 10th/Front and 11th/Front.

During the March 11, 2024, CCDC Board Work Session, the consultant team will detail the feasibility study process and findings. While there is no Board action associated with this Work Session item, Board input is welcome.

Fiscal Impacts:

None. There are currently no funds programmed for additional study, design or implementation of rooftop solar.



MEMORANDUM

To: Zach Piepmeyer, PE
Aaron Nelson
From: Alex Borg, PE
Cole Edmonson, PE, SE
Kimley-Horn and Associates, Inc.
Date: 02/29/2024
Subject: DRAFT – CCDC Parking Garages, Rooftop Solar Feasibility Study

Executive Summary

The City of Boise has published a goal of city government being carbon neutral by 2035, and a goal of a carbon neutral community by 2050. CCDC is working to support the City of Boise's climate resiliency and sustainability objectives by investigating the physical and financial feasibility of installing rooftop solar systems with electricity-generating solar panels (photovoltaics) on up to six garage facilities that it operates. The purpose of this memorandum is to document a study which Kimley-Horn conducted to determine whether a rooftop solar canopy installation was feasible based on the existing characteristics of each garage, or financially desirable based on shading and financial analyses, energy compensation structures, and code reviews. A first-tier evaluation first was conducted for all 6 garages pertaining to shading and financial analyses of the garages. The three garages that were deemed favorable from the preliminary evaluation were then reviewed for structural and electrical feasibility, permitting/zoning constraints, and interconnection requirements.

Kimley-Horn recommends that CCDC install a 100Kw_{DC} rooftop photovoltaic (PV) array on the following garages and purchase Renewable Energy Certificates (RECs) from Idaho Power to offset the remainder of their energy consumption, if CCDC desires to achieve 100% renewable status:

- 9th & Front
- 10th & Front
- 11th & Front

Recommendations for which garages should be considered for rooftop solar, and sizing of the systems were made based on the following:

- Installing 100kW systems on the 9th & Front, 10th & Front, and 11th & Front garages supplemented with the purchase of RECs allows CCDC to lower its energy costs over the lifetime of the parking garage, while also meeting goals of being 100% renewable, if desired. Solar arrays at these three garages produced more than half of their current annual energy consumption.

- Shading Analyses of the garages concluded that the 9th & Front, 10th & Front and 11th & Front garages were good candidates for solar generation.
- The recommended garages have the structural and electrical capacity to support our recommended system size.

Additional relevant information to note is as follows:

- On January 10, 2024, Idaho Power updated their export credit rates (ECR) for large customer power generation to be variable, depending on the season and time of day. The updated rate structure and export credit rates are less favorable for sites with significant energy export during the daytime hours.
- Canopies have a higher installed cost per watt than traditional rooftop or ground mounted PV arrays. Because of the compounding effect of higher construction costs and challenging export credit rates, CCDC will likely need to fund and own the project. A power purchase agreement (PPA) with a third party constructing, owning, and operating the system is not likely to be financially feasible without significant upfront capital provided by CCDC.
- Battery Energy Storage Systems were not explored as part of this feasibility study. The findings concluded that solar was feasible at 3 locations, and battery storage can be evaluated at a later date if desired by CCDC in the system design phase.
- A 1 MegaWatt_{DC} front of the meter system was evaluated for the 11th & Front garage to understand whether a larger system that sold power directly to Idaho Power would generate more revenue than a smaller system based on avoided cost rates for solar published by Idaho Public Utilities Commission. This system size produced an asset with a significantly smaller net present value than the other system sizes evaluated due to the lower rates offered for solar generating facilities, and therefore a system of this size was not recommended.

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Additional calculations and supplemental information can be found in the appendix of this memorandum:

- Appendix A: Building Permit and Plan Review Fees
- Appendix B: Interconnection Procedures
- Appendix C: Shading and Energy Generation
- Appendix D: Project Financial Evaluation
- Appendix E: Structural Analysis
- Appendix F: Electrical Analysis

Project Background

CCDC is working to support the City of Boise's climate resiliency and sustainability objectives, by investigating the physical and financial feasibility of installing rooftop solar systems with electricity-generating solar panels (photovoltaics) on up to six garage facilities that it operates in conjunction with ParkBOI public parking system. Characteristics of the garages evaluated are shown in Table 1.

Table 1: Existing Garage Data

Garage Name	Address	Vehicle Capacity (Stalls)	Building Height (Floors)	Year Built
9 th & Front	312 S. 9 th Street	574	8	1998
10 th & Front	230 S. 10 th Street	536	5	1978
11 th & Front	1101 W. Front Street	827	5	2018
9 th & Main	848 W. Main Street	384	5	1990
Capitol & Main	770 W. Main Street	493	6	1989
Capitol & Myrtle	445 S. Capitol Blvd.	340	4	2006

The proposed garages are located within a 3-block radius in downtown Boise in an urban environment.



Figure 1: Relative location of Parking Garages included in this study

The City of Boise's electricity provider is Idaho Power. Idaho Power compensates energy generated by customers through several different rate schedules (or tariffs), as well as the price of energy purchased by customers under approval of the Idaho Public Utilities Company. The eligibility cap for schedules 6, 8, and 84 are set by allowable amount of nameplate connected. The maximum nameplate capacity for rate schedule 84, is 100kW.

The compensation structure associated with each system size directly impacted the financial analysis in this study and interconnection configuration of the system and is further discussed in the Tier 1 Analyses section.

Project Approach

CCDC has requested assistance with evaluating up to six parking garages for future photovoltaic. As part of this project, Kimley-Horn reviewed client-provided documentation, applicable utility requirements, governing building codes, up to (1) year of client energy bills, and site visit findings, procured by Kimley-Horn.

Prior to performing the feasibility study, Kimley-Horn met with Zach Piepmeyer and Aaron Nelson of CCDC to develop a decision matrix and assign points to different categories of project feasibility that would aid CCDC in their decision on whether to proceed with the installation of a photovoltaic system on their existing structures. Points were assigned to the following categories based on the importance of certain features of the system, based on input from CCDC.

- Energy Generation, as a percentage of current annual consumption
 - Photovoltaic (PV) panels convert sunlight into electrical energy. To understand whether the PV panels would fulfill current energy consumption, points were allocated based off percentages of current annual consumption. If the facility's solar system were to produce 1,000 MWh annually and the garage consumes 2,000 MWh of energy then this facility would generate 50% of it's current consumption.
 - Points were awarded at an increasing scale, relative to a higher percentage of annual consumption.
- Levelized Cost of Energy (LCOE)
 - LCOE, is defined as the total cost of installing and operating a PV system over an assumed lifetime compared with the lifetime power generation of the system. This metric can be used to inform decisions to pursue projects on an economic basis, when compared to utility rates.
 - The gross construction cost and operation and maintenance (O&M) cost is based on data published by the National Renewable Energy Laboratory (NREL) Summer 2023 Solar Industry Update and Consultant's experience with costing similar systems. Cost data is provided in an all-in cost per watt (\$/wattDC). Specific to O&M costs, NREL provides the following costs within the most recent edition (Q1, 2022) with a total impact of \$10.06/kWDC/yr with an additional allocation in year fifteen for inverter replacement. O&M costs included the following:
 - Operations administration
 - Asset management and security

- Insurance
 - Points were awarded at an increasing scale, relative to a lower percentage of current energy cost.
 - System Payback Period
 - The length of time required for an investment to recover the initial cost, in terms of revenue generated from energy exported to the utility provider.
 - Points were assigned at an increasing scale, relative to a lower payback period.

Using the following decision matrix, Kimley-Horn identified three (3) candidates that were most suitable for a rooftop PV system in the tier 1 analysis.

Table 2: Decisions Matrix, with points awarded per category

	Qualifying Range	Points Awarded
Energy Generation (Percentage of current annual consumption)	<25%	2
	25-50	3
	50-75	4
	75-100	5
	100+	6
Levelized Cost of Energy (Percentage of current power costs)	<25%	4
	25-50	3
	50-75	2
	75-100	1
	100+	0
Payback Period	<5 years	5
	5-10 years	4
	10-15 years	3
	15-25 years	1
	25+ years	0

After identifying the three (3) most suitable candidates for solar feasibility, Kimley-Horn performed a tier 2 analysis on the electrical and structural capacity to support the PV arrays.

A summary of points awarded to each garage in the solar feasibility study and their respective categories is shown in [Table 3](#). Further description on points awarded per category can be found in the project approach and [Table 2](#):

Table 3: Garage Evaluation Summary

Site Name	Energy Generation	% LCOE	Payback Period	Total Points
9th & Front	4	1	1	6
10th & Front	6	1	1	8
11th & Front	4	2	1	7
9th & Main	4	0	1	5
Capitol & Main	4	0	0	4
Capitol & Myrtle	5	0	0	5

Tier 1 Analyses

Idaho Power Compensation Review, Limitations and Assumptions

Kimley-Horn reviewed applicable statutes and schedules published by Idaho Power and relevant documents produced by the Idaho Public Utilities Commission to understand limitations of the system's production, along with anticipated Export Credit Rates (ECR) to be assumed for the financial analysis. The ECR is the price/kWh that Idaho Power will pay the customer when they generate more energy than they need or use onsite. Similarly, avoided cost rates were used to estimate the price/kWh that Idaho Power would pay to purchase power generated from CCDC's PV array in a front of the meter interconnection configuration. An avoided cost rate is the incremental cost an electric utility must pay to purchase power, regulated by the Public Utility Regulatory Policies Act of 1978 (PURPA).

Kimley-Horn explored two different interconnection configurations to recommend which interconnection configuration should be considered by CCDC. This recommendation was based on CCDC's past energy consumption, total cost of the system for installation, the current cost of power if supplied Idaho Power and the price that Idaho Power will pay the customer for onsite generated power. The two interconnection configurations reviewed are below:

- Real Time Net Billing
 - The Customer shall be billed for the electricity supplied by Idaho Power at the rates contained within Idaho Power's applicable standard service schedule, in accordance with normal metering practices.
 - The Customer shall be credited for Exported Energy at the applicable Export Credit Rate contained within this schedule (See Table 4) as a credit in dollars to only offset Monthly Charges.
 - Currently Schedule 84 (Idaho Power), defines the project eligibility cap for commercial, industrial, and irrigation (CI&I) net billing customers as a total nameplate capacity rating of 100 kW, or the greatest monthly billing demand established during the most recent 12-month period.

- The maximum billing demand established at any of the garages reviewed in the last 12-month period, located at 11th & Front was 81kW based on previous energy bills shared by CCDC. Therefore, the maximum total nameplate capacity to be considered in order to use rate schedules published for real time net billing, is 100kW.
- Idaho Power has currently proposed a variable rate schedule where export credit rates vary for “on-peak” and “off-peak” summer and non-summer hours:

Table 4: Idaho Power's Variable Rate Schedule

Export Credit Rate, per KWh	Summer	Non-Summer
On-Peak	16.996 cents	4.8365 cents
Off-Peak	6.6533 cents	4.8365 cents

- On-Peak defined as June 1 - September 30, Monday - Saturday (excluding holidays), 3pm - 11pm. All other hours defined as Off-Peak, per Idaho Power Case No. IPC-E-23-14.
- Front of the meter system
 - The PV array would provide energy directly to Idaho Power. This generating facility would be metered independently from the energy demand of the customer, and energy would be sold based on rates negotiated with Idaho Power in an Energy Sales agreement (ESA).
 - Based on conversations with the Idaho Power's Energy Contracts division, Kimley-Horn used a representative avoided cost rate¹ published by IPUC as an estimate of the price \$.06/kWh.
 - A Customer selling the output of any Qualifying Facility (including both Qualifying Facilities with a maximum generating capability equal to or less than the Eligibility Cap and Qualifying Facilities with a maximum generating capability greater than the Eligibility Cap) will be required to enter into a written ESA with the Idaho Power in accordance with the contracting procedures set forth in tariff schedule 73. Any such ESA is subject to the approval of the Idaho Public Utilities Commission (IPUC).
 - Idaho Power's Tariff Schedule 73 outlines the process and information required for a qualifying facility (QF) located in Idaho to obtain a Public Utility Regulatory Policies Act (PURPA) Energy Sales Agreement with Idaho Power. Rates for a PURPA Energy Sales agreement with Idaho Power are not published, and are established through the Incremental cost integrated resource plan (ICIRP) Methodology instead of the standard published avoided cost rates.

On average, the cost/kWh sold to the Idaho Power is higher in a real time net billing interconnection configuration than a front of the meter system operated through an ESA. To evaluate which interconnection configuration should be considered for further analysis and recommended to CCDC

¹ Idaho Power, Avoided cost rates for non-fueled projects.

for implementation, Kimley-horn ran an analysis on the 11th & Front garage, front of the meter 1MW system to compare the levelized cost of energy if CCDC were to sell energy to Idaho Power in front of the meter, at avoided cost rates published by Idaho Power. This garage generated the highest amount of electricity when compared to the other garages, and was used as a baseline example when evaluating a front of the meter versus real time net billing interconnection configuration.

Kimley-Horns findings indicated that a real time net billing interconnection configuration was more financially desirable than a front of meter system, based on results of the financial analysis. Since CCDC is limited to maximum nameplate of 100kW in order to use real time net billing rates described in this section, most of the garages evaluated did not produce 100% of their consumption from solar energy. As an alternative means to achieve 100% renewable energy consumption, Kimley-Horn researched purchasing supplemental REC's so that CCDC could offset the remainder of their non-renewable energy consumption with renewable energy, if desired.

An REC represents one megawatt—hour (MWh) of electricity generated by a qualified renewable energy resource. The renewable energy for the RECs reviewed comes from large hydro facilities that had recent equipment upgrades. The equipment upgrades allow the facility to generate more energy without any additional water or footprint, so the extra (incremental) energy is considered carbon-free, low impact and eligible for RECs. The current price for these RECs is \$2.75 per REC with a minimum purchase is 750 RECs.

Energy Generation and Consumption

Kimley-Horn analyzed the six garages with a 100kW nameplate based on the findings from the Idaho Power Limitations to understand possible energy produced at each site compared to consumption based on shading analysis. A shading report summary is shown in figures **Figure 2: Shading Summary, 9th & Front** through **Figure 7: Shading Summary, Capitol & Myrtle**.



Figure 2: Shading Summary, 9th & Front



Figure 3: Shading Summary, 9th & Main



Figure 4: Shading Summary, 10th & Front



Figure 5: Shading Summary, 11th & Front

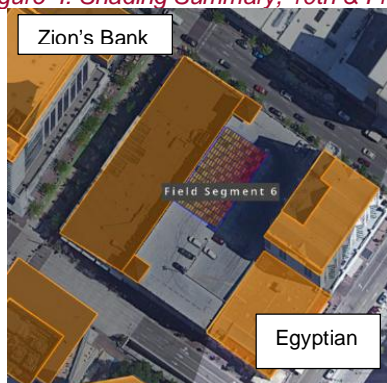


Figure 6: Shading Summary, Capitol & Main

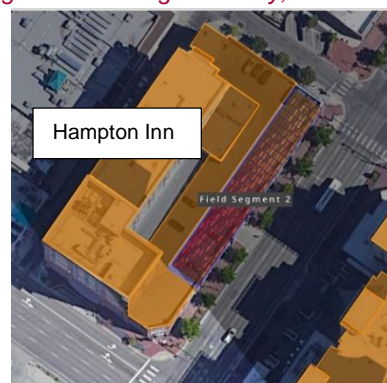


Figure 7: Shading Summary, Capitol & Myrtle

The solar carport arrays were placed to best avoid the effects of shading and tilted to achieve maximum energy production. Areas of highest generation are shown in green, while heavily

shaded/low producing areas are shown in red. For consistency, Kimley-Horn used the findings from the analysis above to calculate what percentage of annual consumption the PV arrays would generate. See Appendix C for shading and energy generation analyses in addition to shading summaries below:

Table 5: Energy Generation Summary, per garage

Site Location	DC Nameplate ²	AC Nameplate ³	Annual Energy Production	Annual Energy Consumption ⁴	Percentage of Consumption
9th&Front	123.7kW	100.0kW	177.4MWh	342.9MWh	52%
10th & Front	123.7kW	100.0kW	179.7MWh	156.1MWh	115%
11th & Front	124.2kW	100.0kW	185MWh	302.4MWh	61%
11 th & Front, 1MW system ⁵	1.02MW	800kW	1.51 GWh	302.4 MWh	499%
9th & Main	124.6kW	100.0kW	110.2MWh	199.6MWh	54%
Capitol & Main	123.7kW	100.0kW	134.8MWh	231.64MWh	58%
Capitol & Myrtle	122.2kW	100.0kW	131.7MWh	170.5MWh	77%

The Percentage of annual production vs. consumption was used to award points to the parking garages based off of the decision matrix. The three garages producing the highest amount of energy annually are recommended for Tier 2 analysis, and to receive a PV array.

² The Direct Current (DC) nameplate defines the power production rating given to the solar panels, shown in DC.

³ The Alternating Current (AC) nameplate defines the power production rating given to the inverter, shown in AC

⁴ Idaho Power utility bills were provided by CCDC for the purpose of this study.

⁵ A 1MW system was analyzed in consideration of recommending a front of meter, versus real time net billing interconnection configuration. The findings provided are for reference only, and are not utilized in analyses for the remainder of the report.

Financial Analysis

Kimley-Horn performed a cash flow analysis for the proposed garages based on anticipated energy generation, utility export credit rates, and available rebates and incentives, see Appendix D. The financial analysis is summarized using the following terms:

- Internal Rate of Return (IRR)
 - Discount rate that makes the net present value of all cash flows equal to zero.
- Net Present Value
 - The difference between the present value of all cash inflows and the present value of all cash outflows.
- Payback period (years)
 - The simple payback period quantifies how many years it will take for electrical bill savings to recover the original cash investment and operating costs of the system.
- Total Payments
 - The upfront cost to construct the system and sum of reoccurring operating and maintenance costs.
- Total Incentives
 - The total of financial incentives available to be leveraged for the project.
- Net Payments
 - Total Payment minus Total Incentives
- Electric Bill Savings
 - Energy bill savings associated with the installation of the PV system
- Discount Rate
 - The discount rate is the interest rate is assumed for short term loans. We have utilized a discount rate of 3.4% for this analysis. Of the sites we evaluated, the highest internal return on investment was approximately 3.4%. Given the sensitivity of NPV to discount rates slightly above or below 3.4%, we have chosen a discount rate of 3.4% for all projects.

Table 6: Garage Key Financial Indicators

Site Name	IRR- Term	Net Present Value ⁶	Payback Period (yrs)
9th & Front	2.9%	\$ (21,000)	21
10th & Front	3.4%	\$ (0)	20
11th & Front	3.1%	\$ (13,000)	21
9th & Main	2.8%	\$ (27,000)	21
Capitol & Main	1.4%	\$ (83,000)	25
Capitol & Myrtle	0.7%	\$ (108,000)	28

Site Name	Total Payments	Total Incentives	Net Payments	Electric Bill Savings	Bill Savings – Net Payments
9th & Front	\$ 495,000	\$ 198,000	\$ 297,000	\$ 552,000	\$ 255,000
10th & Front	\$ 495,000	\$ 198,000	\$ 297,000	\$ 585,000	\$ 288,000
11th & Front	\$ 497,000	\$ 199,000	\$ 298,000	\$ 568,000	\$ 270,000
9th & Main	\$ 499,000	\$ 200,000	\$ 300,000	\$ 247,000	\$ (53,000)
Capitol & Main	\$ 495,000	\$ 198,000	\$ 297,000	\$ 434,000	\$ 137,000
Capitol & Myrtle	\$ 489,000	\$ 196,000	\$ 294,000	\$ 383,000	\$ 89,000

After review of the findings, Kimley-Horn recommends excluding 9th & Main, Capitol & Main, and Capitol & Myrtle from the electrical and structural analysis, as these are not financially desirable solutions to CCDC.

⁶ The Net present values provided herein with the IRR Terms and payback periods presented indicate assets that have a net present value of \$0 to \$-108,000. Typically, a positive net present value indicates an investment that will logically increase a company's earnings, while a negative net present value will not. Due to CCDC's desire to invest in PV, a discount rate was selected that would create a NPV of \$0 for the most financially desirable facility, and net present values were calculated for the rest of the sites with this same discount rate, for a relative cost of investment.

Tier 2 Analyses

Permitting/Zoning Constraints

Kimley-Horn reviewed current facility zoning as indicated by the City of Boise's zoning ordinance.

Solar installation is not prohibited in the MX-5 zone, nor are heights limited based on the Boise ID, Code of Ordinances. It is not anticipated that a zoning change would be required at any of the potential sites. The proposed sites are not located in historic districts, and would not require a "certificate of appropriateness".

Table 7: Garage Zoning change summary

Garage Name	Address	Current Zoning	Proposed Zoning
9 th & Front	312 S. 9 th Street	MX-5, Mixed Use Downtown	MX-5, Mixed Use Downtown
10 th & Front	230 S. 10 th Street	MX-5, Mixed Use Downtown	MX-5, Mixed Use Downtown
11 th & Front	1101 W. Front Street	MX-5, Mixed Use Downtown	MX-5, Mixed Use Downtown
9 th & Main	848 W. Main Street	MX-5, Mixed Use Downtown	MX-5, Mixed Use Downtown
Capitol & Main	770 W. Main Street	MX-5, Mixed Use Downtown	MX-5, Mixed Use Downtown
Capitol & Myrtle	445 S. Capitol Blvd.	MX-5, Mixed Use Downtown	MX-5, Mixed Use Downtown

The City of Boise has published checklists indicating exact requirements of documents required for commercial photovoltaic systems permit approval. Required documents and certifications for permit can be reference in the appendix of this feasibility study.

Commercial Solar Photovoltaic Systems building permit and plan review fees are calculated based on a percentage of the total solar project valuation declared, plus the building plan review fee at 65% of the building permit fee. See Appendix A for additional detail.

Interconnection and Electrical Requirements

Typical Electrical Components that can be found in the proposed PV system and a brief description are provided below:

Modules

Our conceptual design considers a typical Commercial and Industrial (C&I) PV module and incorporates the module into a z-purlin framing that is mounted directly on structural framing. See [Figure 8: Representative Section of Canopy Framing](#), for typical components of the canopy.

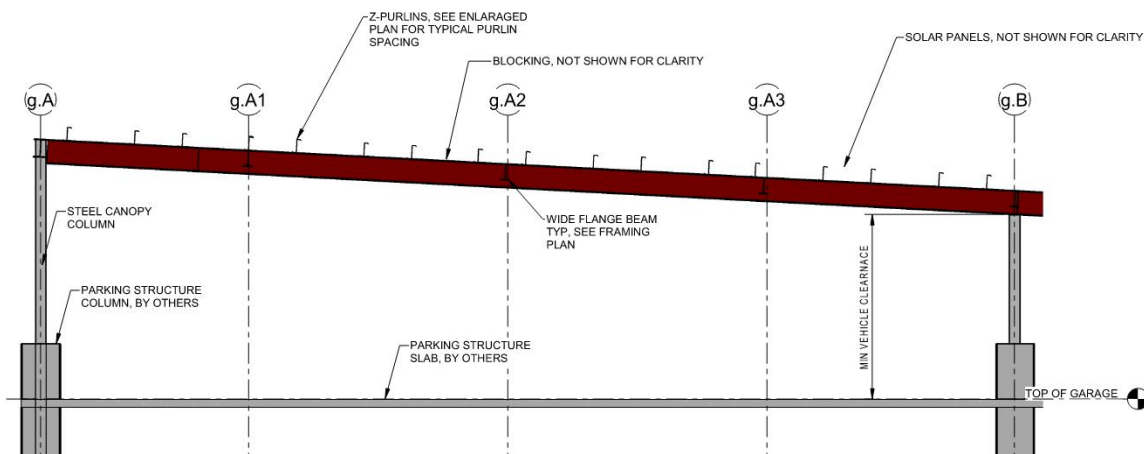


Figure 8: Representative Section of Canopy Framing

Inverters

Inverters convert DC power produced by the modules into AC power fed into the point of interconnection. The inverter will limit the maximum power produced by the system depending on its stated rating. The ratio of DC nameplate of the modules compared to the nameplate size of the inverter is referred to as the DC/AC ratio. The Conceptual PV Layout has a DC/AC ratio of 1.24. A larger DC/AC ratio equates to more energy loss during the transition from DC to AC power, referred to as clipping losses.

Point of Interconnection

While the proposed electrical improvements for the building are not yet finalized, we anticipate both a supply-side and load-side point of interconnection being feasible. Specifics of these interconnection schemes are described within Idaho Powers Small Generator Interconnection Procedures document, see appendix B. Means of disconnect for any of the PV systems will need to be provided at each individual location.

Upon evaluation it was found that interconnection of the three garages evaluated are feasible with limited electrical upgrades. Additional calculations can be found in appendix F of this memorandum.

Structural Feasibility Analysis

Kimley-Horn conducted a structural engineering evaluation of the three existing parking garages to determine the feasibility of applying solar photovoltaic (PV) panels and canopy system on the top floor of the parking garages. As part of this scope, final racking design or specific concentrated loads are unknown, so analysis was performed to determine feasibility of the load increase for the PV panels based on column capacities.

The proposed loading was reviewed for its impact on the existing building structure. Self-weight, dead, snow, live, and lateral loads were applied in accordance with the respective governing codes as specified on the general notes page of the original structural construction drawings.

The original structural construction drawings for the parking structures that were reviewed as part of this project are as follows:

Table 8: Design Documents used for structural feasibility analysis

Design Documents	
9 th & Front	Brickey Design Associated, dated 06/08/1999
10 th & Front	L.F. Robinson & Associates, dated 02/08/1977
11 th & Front	Babcock Design Group, dated 09/16/2016

The existing structures are a cast-in-place concrete structure featuring reinforced concrete columns and beams. The specified governing code-prescribed loads are carried to the concrete columns via the concrete slab and post tensioned and reinforced beams.

Structural parameters used within the analysis are as follows:

Table 9: Structural Parameters used for Evaluation

Site Structural Parameters			
	9 th & Front	10 th & Front	11 th & Front
Original Design Year	1999	1977	2016
Original Design Code	1997 UBC	1976 UBC	2010 IBC
Current Building Code	2018 IBC, 7-16 ASCE		
Wind Speed (mph)	102		
Structure's Use	Parking Deck		
Risk Category	II		
Exposure Category	B		
Roof Snow Load, p _r (psf)	30	15 ⁷	21
Live Load (psf)	50	50	40
Applied Solar Load (psf)	8		
Seismic Site Class	D-default	D-default	C
S _s	0.309		
S ₁	0.11		

Per the International Existing Building Code (IEBC), Section 503.3, existing structural elements carrying gravity load do not need to be altered or replaced if the alteration results in an increase in design loads of less than 5%. The added solar load does not increase the load tributary the columns by more than 5%.

IEBC 2018 Section 503.4 states that structural elements carrying lateral load need not be altered or replaced if the alteration results in an increase in demand-capacity ratio of less than 10% of the original demand-capacity ratio. The proposed PV panel loading does not increase the lateral demand-capacity ratio by more than 10% of the original demand-capacity ratio.

Based on the above referenced data and the assumptions stated herein, it is the opinion of Kimley-Horn that the existing parking deck's structural system can support increased loading associated with PV panel distributed load. Neither concentrated loads associated with proposed electrical equipment

⁷ Roof snow load at time of construction could not be verified on construction documents, 15 psf was conservatively assumed for analysis.

nor construction staging loads have been specifically analyzed. Once final canopy design is complete, a formal structural analysis should be performed to confirmed this opinion of feasibility.

Closure

Kimley-Horn was retained to perform a limited feasibility analysis, and we performed only those tasks specifically stated in our scope of services. This report may be relied upon only by Kimley-Horn's Client. It is not intended for use by any other party.

The Client may use this report as part of its due diligence, but this report should not be used as the sole basis for the Client's decision making. We endeavored to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. Our assessment is based on information provided to us by others and therefore is only as accurate and complete as the information provided to us. This report is based on our knowledge as of report issue date and is based on the desires of the Client that have been specifically disclosed to us. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions.

Please contact me at (385)-881-6456 or alex.borg@kimley-horn.com should you have any questions.

Respectfully Submitted,



Alex Borg

Project Engineer



Cole Edmonson

Vice President

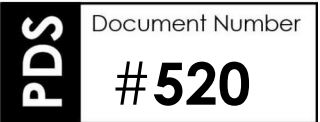


APPENDIX A: BUILDING PERMIT AND PLAN REVIEW CHECKLIST



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



Commercial Photovoltaic and Solar Thermal Systems Submittal Checklist.

Case #: _____

Date: _____ Project Name: _____

Site Address: _____

Application Submittal

Building permit applications and plans can be submitted to the City by two methods. *This checklist must be completed no matter which method is used.*

1. Electronic Submittal

Our PDS Online | ePlanReview system lets you submit documents and plans electronically for review. Go to www.cityofboise.org/pds for more information.

2. Paper Submittal

Paper plans must be reviewed at a plan intake meeting where staff will verify that the project submittals are complete. The meeting is not a "plan review" for code compliance. The applicant is responsible for contacting staff members if additional consultation is required.

Intake meetings can occur any time between 8:00 am – 3:30 pm Monday through Friday. Please check in at the Permit Counter and a staff member will conduct the intake meeting with you. All zoning approvals must be completed prior to your meeting time.

Application Acceptance

- Incomplete submittals will not be accepted. Applicants with incomplete submittals must upload additional documents (electronic submission) or schedule another plan intake meeting with the same staff member (paper submission).
- Plans must be accepted as complete and all review fees must be paid before review can begin.

Instructions

- Checklist must be completed by the project's Idaho-licensed design professional of record (or applicant if design professional not required) and submitted with the application (paper), or uploaded with the plans and documents (ePlanReview).
- The checklist is not complete unless all information is filled out, all appropriate boxes are checked and all plan page numbers are listed.

Note: If using ePlanReview to submit electronic files, only one (1) copy of each document is required. Paper submittals require additional copies as noted.

Documents Provided

Yes N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | | Application #520- Major Tenant Improvement Application (2 paper copies)- All Pages. |
| <input type="checkbox"/> | <input type="checkbox"/> | Form #304-Registered Design Professional Form (i.e. Architect or Engineer) (2 paper copies) |
| <input type="checkbox"/> | | Building Plans (2 complete paper sets) Drawn to scale on 18"x24" minimum size plan sheets. Any civil, structural, electrical, mechanical & plumbing plans to be stamped and signed by Idaho licensed engineers. Electrical engineer required for pieced out component system. Note: Electrical Engineer not required if the entire PV system is listed, labeled and tested as a complete unit or where under 100 kW. Note: If the system is not permitted separately and is included as part of an overall project that requires an Idaho licensed architect, architectural plans are then required. |
| <input type="checkbox"/> | <input type="checkbox"/> | Planning & Zoning letter(s) of Approval (2 paper copies) – i.e. Conditional Use Permit (CUP), Design Review Permit (DRH) and/or other approval documents. If project is in an historic district, provide a copy of the "Certificate of Appropriateness" issued by the Planning Division with the permit application. |
| <input type="checkbox"/> | <input type="checkbox"/> | Erosion and Sediment Control (ESC) Letter (2 paper copies)– Such as ground installations. Plan Waiver Request Letter in lieu of an Erosion & Sediment Control plan if applicable. See form #707 – ESC Requirements for Tenant Improvements. |
| <input type="checkbox"/> | <input type="checkbox"/> | Floodplain Elevation Certificate or Letter of Map Revision (LOMR) (1 paper copy for both ePlan and paper submittals) Elevation certificate stamped and signed by licensed surveyor. If LOMR to be submitted, complete FEMA approved document to be submitted. |

Building Code Requirements

Yes N/A

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | ICC Evaluation Services (ES) Report (2 paper copies) For mounting brackets used to attach the panels to the roof structure. |
| <input type="checkbox"/> | <input type="checkbox"/> | ICC Evaluation Services (ES) Report (2 paper copies) If the photovoltaic system is used as the roof covering. The report will show how the system complies as a photovoltaic system/roof covering. |
| <input type="checkbox"/> | <input type="checkbox"/> | Structural Calculations (2 paper copies) Stamped and signed by an Idaho licensed engineer to include: <ul style="list-style-type: none"> <input type="checkbox"/> Structural design showing connections and that the system complies with IBC Chapter 16 for wind resistance. <input type="checkbox"/> Structural design showing that the existing roof structure can support the additional gravity/dead load. If adding the new system increases the design gravity load more than 5% structurally, provide engineered plans and calculations for new elements that will strengthen, supplement, or replace existing load-carrying members as needed. |
| <input type="checkbox"/> | <input type="checkbox"/> | Structural plans and Details [Page(s) _____] |
| <input type="checkbox"/> | <input type="checkbox"/> | Manufacturer Installation Instructions (2 paper copies) |
| <input type="checkbox"/> | <input type="checkbox"/> | Manufacturer Specification Documents (2 paper copies) Showing panels and modules as listed and labeled in accordance with UL 1703, racks, combiner boxes, DC disconnects, inverters and any other associated PV equipment. |
| <input type="checkbox"/> | <input type="checkbox"/> | Manufacturer Specification Documents (2 paper copies) Showing the system complies with the fire classification of the roof system it will be installed on. (Meets class A, B or C roof covering classification) |
| <input type="checkbox"/> | <input type="checkbox"/> | Roof Plan (roof mounts) with dimensioned array layout indicating firefighter rooftop access points, access pathways, distances of arrays from roof ridge and perimeter edges, and any smoke ventilation. (In accordance with the <i>International Fire Code</i>) [Page(s)_____] |

- ☐ ☐ **Site Plan** (ground mounts) with dimensioned array layout, access pathways, structures on site.
[Page(s) _____]

Electrical Plan Requirements

Yes N/A

- ☐ **Photovoltaic System Type** – Specify one (Stand-alone, Grid-tied, Hybrid System, or other specify type)
[Page(s) _____]
- ☐ **Site Plan** - show location of existing meter, existing grounding system, existing site transformer
[Page(s) _____]
- ☐ ☐ **Main Electrical System** show location of
[Page(s) _____]
- ☐ ☐ **Disconnects** - show location of [Page(s) _____]
- ☐ ☐ **Rapid Shutdown** - show location of [Page(s) _____]
- ☐ **Arrays/Modules** – show location of [Page(s) _____]
- ☐ ☐ **Batteries** if stored - show location of [Page(s) _____]
- ☐ ☐ **Inverters** – show location of [Page(s) _____]
- ☐ ☐ **Combiner Junction Box** (type and size) - show location of
[Page(s) _____]
- ☐ ☐ **Grounding Electrode Conductors** – show location and connection of
[Page(s) _____]
- ☐ ☐ **Clearances** around all new and existing equipment. [Page(s) _____]
- ☐ ☐ **Dimensions** between equipment and structures
[Page(s) _____]
- ☐ **One-Line Diagram** that is specific to the project and includes the following Information:
- Conductor sizes (AC and DC).
 - Conductor insulation types, (AC and DC) rated 90C, listed for use on PV arrays.
 - Conductor material (copper/aluminum) (AC and DC).
 - Conduit sizes.
 - Conduit material (non-metallic, EMT, etc.).
 - Over current device ratings.
 - Existing and new panel amperage ratings.
 - Series and parallel configuration of the module connections.
 - Wiring diagram including wire size and type showing the connection of the supply from the solar array to the point of connection.
 - Listed rapid shutdown function of PV system on buildings.
 - Calculations demonstrating that the existing bus capacity and main disconnect will not be overloaded by the additional solar photovoltaic supply. [Page(s) _____]
- ☐ **Identify Wiring** whether run on interior or exterior of building. [Pages(s) _____]
- ☐ **Number of Arrays** [Page(s) _____]
- ☐ **Number of Modules** [Page(s) _____]
- ☐ **Wattage of Modules** [Page(s) _____]
- ☐ **Module Series Fuse Ratings** [Page(s) _____]
- ☐ **Inverter Output Circuit Current Rating** [Page(s) _____]
- ☐ **Method of Grounding and Bonding of Modules and Arrays** per manufacturer's specifications.
[Page(s) _____]

☐ ☐ **Ground Fault Protection Devices** [Page(s) _____]

Solar Thermal Water Heating Plan Requirements

Yes N/A

☐ ☐ **Mechanical Engineered Piping Diagram & Design** [Page(s) _____]

☐ ☐ **System Description** [Page(s) _____]

☐ ☐ **Over Temperature Device** [Page(s) _____]

☐ ☐ **Over Pressure Device** [Page(s) _____]

☐ ☐ **Cross Connection Protection** [Page(s) _____]

☐ ☐ **Freeze Protection Method** [Page(s) _____]

☐ ☐ **Manufacturer Specification Documents for Panels** (2 paper copies)

☐ ☐ **Manufacturer Specification Documents for Heat Exchanger** (2 paper copies)

Signature of Applicant

I, the undersigned, have completed the above checklist noting all pages and supporting documents for the project.

Signature of Applicant or
Submitting Design Professional of Record

Date

For Staff Use

☐ Accepted
☐ Not Accepted _____ by _____
Date Staff Member Conducting the Intake

☐ Accepted
☐ Not Accepted _____ by _____
Date Staff Member Conducting the Intake



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

Solar Photovoltaic Systems Fee Guide

Residential and commercial solar photovoltaic systems building permit and plan review fees are to be calculated utilizing the adopted Building Code Fee Schedule. Fees for residential and commercial solar photovoltaic systems shall be calculated utilizing the procedures noted below.

If you have any further questions, please contact the Planning & Development Services Department Permit Counter at 208-608-7070.

Residential Solar Photovoltaic Systems

Residential Solar Photovoltaic Systems plan review/inspections building permit fee: **\$165**

Commercial Solar Photovoltaic Systems

Commercial Solar Photovoltaic Systems: The total solar project valuation shall be declared but is reduced in half to calculate the building permit fee utilizing Table No. 1-A, Building Permit Fee Schedule. Calculate the building plan review fee at 65% of the building permit fee. Add the two fees together to equal your building permit and building plan review fee.

Note: This does not include fire plan check fees (16% of the building permit fee based on the full valuation), if applicable.

Table No. 1-A Building Permit Fee Schedule

Total Valuation	Fee
\$1.00 to \$2,000.00	\$26.37 for the first \$500.00 plus \$2.95 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$70.76 for the first \$2,000.00 plus \$12.71 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$362.80 for the first \$25,000.00 plus \$9.30 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$595.30 for the first \$50,000.00 plus \$6.35 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 and up	\$913.09 for the first \$100,000.00 plus \$5.17 for each additional \$1,000.00 or fraction thereof.

Note: Trade permits, such as electrical, are obtained separately with a separate fee.



APPENDIX B: INTERCONNECTION PROCEDURES

Section 1. Application

1.1 Applicability

- 1.1.1 A request to interconnect a certified Small Generating Facility (See Attachments 3 and 4 for description of certification criteria) to the Transmission Provider's Distribution System shall be evaluated under the section 2 Fast Track Process if the eligibility requirements of section 2.1 are met. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kilowatts (kW) shall be evaluated under the Attachment 5 10 kW Inverter Process. A request to interconnect a Small Generating Facility no larger than 20 megawatts (MW) that does not meet the eligibility requirements of section 2.1, or does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the section 3 Study Process. If the Interconnection Customer wishes to interconnect its Small Generating Facility using Network Resource Interconnection Service, it must do so under the Standard Large Generator Interconnection Procedures and execute the Standard Large Generator Interconnection Agreement.
- 1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures.
- 1.1.3 Neither these procedures nor the requirements included hereunder apply to Small Generating Facilities interconnected or approved for interconnection prior to 60 Business Days after the effective date of these procedures.
- 1.1.4 Prior to submitting its Interconnection Request (Attachment 2), the Interconnection Customer may ask the Transmission Provider's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The Transmission Provider shall respond within 15 Business Days.
- 1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. The Federal Energy Regulatory Commission expects all Transmission Providers, market participants, and Interconnection Customers interconnected with electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

1.1.6 References in these procedures to interconnection agreement are to the Small Generator Interconnection Agreement (SGIA).

1.2 Pre-Application

1.2.1 The Transmission Provider shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The name, telephone number, and e-mail address of such contact employee or office shall be made available on the Transmission Provider's Internet web site. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Transmission Provider's Transmission System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The Transmission Provider shall comply with reasonable requests for such information.

1.2.2 In addition to the information described in section 1.2.1, which may be provided in response to an informal request, an Interconnection Customer may submit a formal written request form along with a non-refundable fee of \$300 for a pre-application report on a proposed project at a specific site. The Transmission Provider shall provide the pre-application data described in section 1.2.3 to the Interconnection Customer within 20 Business Days of receipt of the completed request form and payment of the \$300 fee. The pre-application report produced by the Transmission Provider is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Transmission Provider's system. The written pre-application report request form shall include the information in sections 1.2.2.1 through 1.2.2.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

- 1.2.2.1 Project contact information, including name, address, phone number, and email address.
- 1.2.2.2 Project location (street address with nearby cross streets and town)
- 1.2.2.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.
- 1.2.2.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

- 1.2.2.5 Size (alternating current kW)
 - 1.2.2.6 Single or three phase generator configuration
 - 1.2.2.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)
 - 1.2.2.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.
- 1.2.3 Using the information provided in the pre-application report request form in section 1.2.2, the Transmission Provider will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. This selection by the Transmission Provider does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. Subject to section 1.2.4, the pre-application report will include the following information:
- 1.2.3.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.
 - 1.2.3.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.
 - 1.2.3.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.
 - 1.2.3.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).
 - 1.2.3.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.
 - 1.2.3.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

- 1.2.3.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.
 - 1.2.3.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as described in section 2.4.4.1.1 below and absolute minimum load, when available.
 - 1.2.3.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.
 - 1.2.3.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.
 - 1.2.3.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.
 - 1.2.3.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.
 - 1.2.3.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.
- 1.2.4 The pre-application report need only include existing data. A pre-application report request does not obligate the Transmission Provider to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the Transmission Provider cannot complete all or some of a pre-application report due to lack of available data, the Transmission Provider shall provide the Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on “available capacity” pursuant to section 1.2.3.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the Transmission Provider shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

- 1.3 Interconnection Request** The Interconnection Customer shall submit its Interconnection Request to the Transmission Provider, together with the processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The Interconnection Customer shall be notified of receipt by the Transmission Provider within three Business Days of receiving the Interconnection Request. The Transmission Provider shall notify the Interconnection Customer within ten Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the Transmission Provider shall provide along with the notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the Transmission Provider.
- 1.4 Modification of the Interconnection Request** Any modification to machine data or equipment configuration or to the interconnection site of the Small Generating Facility not agreed to in writing by the Transmission Provider and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.
- 1.5 Site Control** Documentation of site control must be submitted with the Interconnection Request. Site control may be demonstrated through:
- 1.5.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generating Facility;
 - 1.5.2 An option to purchase or acquire a leasehold site for such purpose; or
 - 1.5.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

- 1.6 **Queue Position** The Transmission Provider shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. The Transmission Provider shall maintain a single queue per geographic region. At the Transmission Provider's option, Interconnection Requests may be studied serially or in clusters for the purpose of the system impact study.
- 1.7 **Interconnection Requests Submitted Prior to the Effective Date of the SGIP** Nothing in this SGIP affects an Interconnection Customer's Queue Position assigned before the effective date of this SGIP. The Parties agree to complete work on any interconnection study agreement executed prior the effective date of this SGIP in accordance with the terms and conditions of that interconnection study agreement. Any new studies or other additional work will be completed pursuant to this SGIP.

Section 2. Fast Track Process

- 2.1 **Applicability**_The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Transmission Provider's Distribution System if the Small Generating Facility's capacity does not exceed the size limits identified in the table below. Small Generating Facilities below these limits are eligible for Fast Track review. However, Fast Track eligibility is distinct from the Fast Track Process itself, and eligibility does not imply or indicate that a Small Generating Facility will pass the Fast Track screens in section 2.2.1 below or the Supplemental Review screens in section 2.4.4 below.

Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection. All Small Generating Facilities connecting to lines greater than 69 kilovolt (kV) are ineligible for the Fast Track Process regardless of size. All synchronous and induction machines must be no larger than 2 MW to be eligible for the Fast Track Process, regardless of location. For certified inverter-based systems, the size limit varies according to the voltage of the line at the proposed Point of Interconnection. Certified inverter-based Small Generating Facilities located within 2.5 electrical circuit miles of a substation and on a mainline (as defined in the table below) are eligible for the Fast Track Process under the higher thresholds according to the table below. In addition to the size threshold, the Interconnection Customer's proposed Small Generating Facility must meet the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the Transmission Provider has to have reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

Fast Track Eligibility for Inverter-Based Systems		
Line Voltage	Fast Track Eligibility Regardless of Location	Fast Track Eligibility on a Mainline ^[1] and ≤ 2.5 Electrical Circuit Miles from Substation ^[2]
< 5 kV	≤ 500 kW	≤ 500 kW
≥ 5 kV and < 15 kV	≤ 2 MW	≤ 3 MW
≥ 15 kV and < 30 kV	≤ 3 MW	≤ 4 MW
≥ 30 kV and ≤ 69 kV	≤ 4 MW	≤ 5 MW

^[1] For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

^[2] An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to section 1.2.

- 2.2 **Initial Review** Within 15 Business Days after the Transmission Provider notifies the Interconnection Customer it has received a complete Interconnection Request, the Transmission Provider shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens.

2.2.1 **Screens**

- 2.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Transmission Provider's Distribution System that is subject to the Tariff.
- 2.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of a Transmission Provider's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

2.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5 % of a spot network's maximum load or 50 kW.^[3]

^[3] A spot Network is a type of distribution system found within modern commercial buildings to provide high reliability of service to a single customer (Standard Handbook for Electrical Engineers, 11th edition, Donald Fink, McGraw Hill Book Company).

2.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

2.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5 % of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5 % of the short circuit interrupting capability.

2.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Transmission Provider's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

- 2.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.
- 2.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 % of the nameplate rating of the service transformer.
- 2.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).
- 2.2.1.10 No construction of facilities by the Transmission Provider on its own system shall be required to accommodate the Small Generating Facility.
- 2.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and the Transmission Provider will provide the Interconnection Customer an executable interconnection agreement within five Business Days after the determination.
- 2.2.3 If the proposed interconnection fails the screens, but the Transmission Provider determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the Transmission Provider shall provide the Interconnection Customer an executable interconnection agreement within five Business Days after the determination.
- 2.2.4 If the proposed interconnection fails the screens, and the Transmission Provider does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the Transmission Provider shall provide the Interconnection Customer with the opportunity to attend a customer options meeting.

2.3 Customer Options Meeting If the Transmission Provider determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the Transmission Provider shall notify the Interconnection Customer of that determination within five Business Days after the determination and provide copies of all data and analyses underlying its conclusion. Within ten Business Days of the Transmission Provider's determination, the Transmission Provider shall offer to convene a customer options meeting with the Transmission Provider to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the Transmission Provider's determination, or at the customer options meeting, the Transmission Provider shall:

- 2.3.1 Offer to perform facility modifications or minor modifications to the Transmission Provider's electric system (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Transmission Provider's electric system. If the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's electric system, the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within ten Business Days of the customer options meeting; or
- 2.3.2 Offer to perform a supplemental review in accordance with section 2.4 and provide a non-binding good faith estimate of the costs of such review; or
- 2.3.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the section 3 Study Process.

2.4 Supplemental Review

- 2.4.1 To accept the offer of a supplemental review, the Interconnection Customer shall agree in writing and submit a deposit for the estimated costs of the supplemental review in the amount of the Transmission Provider's good faith estimate of the costs of such review, both within 15 Business Days of the offer. If the written agreement and deposit have not been received by the Transmission Provider within that timeframe, the Interconnection Request shall continue to be evaluated under the section 3 Study Process unless it is withdrawn by the Interconnection Customer.
- 2.4.2 The Interconnection Customer may specify the order in which the Transmission Provider will complete the screens in section 2.4.4.

- 2.4.3 The Interconnection Customer shall be responsible for the Transmission Provider's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Transmission Provider will return such excess within 20 Business Days of the invoice without interest.
- 2.4.4 Within 30 Business Days following receipt of the deposit for a supplemental review, the Transmission Provider shall (1) perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the Transmission Provider shall notify the Interconnection Customer following the failure of any of the screens, or if it is unable to perform the screen in section 2.4.4.1, within two Business Days of making such determination to obtain the Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 2.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility under section 3; or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.
- 2.4.4.1 Minimum Load Screen: Where 12 months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are available, can be calculated, can be estimated from existing data, or determined from a power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the Transmission Provider shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 2.4.4.
- 2.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or

determining circuit or line section minimum load relevant for the application of screen 2.4.4.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e., 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

2.4. 4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the net injection into the Transmission Provider's electric system will be considered as part of the aggregate generation.

2.4. 4.1.3 Transmission Provider will not consider as part of the aggregate generation for purposes of this screen generating facility capacity known to be already reflected in the minimum load data.

2.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.

2.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The Transmission Provider shall give due consideration to the following and other factors in determining potential impacts to safety and reliability in applying this screen.

2.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).

- 2.4.4.3.2 Whether the loading along the line section is uniform or even.
 - 2.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.
 - 2.4.4.3.4 Whether the proposed Small Generating Facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.
 - 2.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.
 - 2.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.
- 2.4.5 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the Interconnection Request shall be approved and the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within the timeframes established in sections 2.4.5.1 and 2.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not withdraw its Interconnection Request, it shall continue to be evaluated under the section 3 Study Process consistent with section 2.4.5.3 below.
- 2.4.5.1 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above and does not require construction of facilities by the Transmission Provider on its own system, the interconnection agreement shall be

provided within ten Business Days after the notification of the supplemental review results.

- 2.4.5.2 If interconnection facilities or minor modifications to the Transmission Provider's system are required for the proposed interconnection to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, and the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's electric system, the interconnection agreement, along with a non-binding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within 15 Business Days after receiving written notification of the supplemental review results.
- 2.4.5.3 If the proposed interconnection would require more than interconnection facilities or minor modifications to the Transmission Provider's system to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the Transmission Provider shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the section 3 Study Process unless the Interconnection Customer withdraws its Small Generating Facility.

Section 3. Study Process

3.1 Applicability The Study Process shall be used by an Interconnection Customer proposing to interconnect its Small Generating Facility with the Transmission Provider's Transmission System or Distribution System if the Small Generating Facility (1) is larger than 2 MW but no larger than 20 MW, (2) is not certified, or (3) is certified but did not pass the Fast Track Process or the 10 kW Inverter Process.

3.2 Scoping Meeting

3.2.1 A scoping meeting will be held within ten Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The Transmission Provider and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting.

3.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether the Transmission Provider should perform a feasibility study or proceed directly to a system impact study, or a facilities study, or an interconnection agreement. If the Parties agree that a feasibility study should be performed, the Transmission Provider shall provide the Interconnection Customer, as soon as possible, but not later than five Business Days after the scoping meeting, a feasibility study agreement (Attachment 6) including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

3.2.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested a feasibility study must return the executed feasibility study agreement within 15 Business Days. If the Parties agree not to perform a feasibility study, the Transmission Provider shall provide the Interconnection Customer, no later than five Business Days after the scoping meeting, a system impact study agreement (Attachment 7) including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

3.3 Feasibility Study

- 3.3.1 The feasibility study shall identify any potential adverse system impacts that would result from the interconnection of the Small Generating Facility.
- 3.3.2 A deposit of the lesser of 50 percent of the good faith estimated feasibility study costs or earnest money of \$1,000 may be required from the Interconnection Customer.
- 3.3.3 The scope of and cost responsibilities for the feasibility study are described in the attached feasibility study agreement (Attachment 6).
- 3.3.4 If the feasibility study shows no potential for adverse system impacts, the Transmission Provider shall send the Interconnection Customer a facilities study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, the Transmission Provider shall send the Interconnection Customer an executable interconnection agreement within five Business Days.
- 3.3.5 If the feasibility study shows the potential for adverse system impacts, the review process shall proceed to the appropriate system impact study(s).

3.4 System Impact Study

- 3.4.1 A system impact study shall identify and detail the electric system impacts that would result if the proposed Small Generating Facility were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the feasibility study, or to study potential impacts, including but not limited to those identified in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.
- 3.4.2 If no transmission system impact study is required, but potential electric power Distribution System adverse system impacts are identified in the scoping meeting or shown in the feasibility study, a distribution system impact study must be performed. The Transmission Provider shall send the Interconnection Customer a distribution system impact study agreement within 15 Business Days of transmittal of the feasibility study report, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or following the scoping meeting if no feasibility study is to be performed.

- 3.4.3 In instances where the feasibility study or the distribution system impact study shows potential for transmission system adverse system impacts, within five Business Days following transmittal of the feasibility study report, the Transmission Provider shall send the Interconnection Customer a transmission system impact study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, if such a study is required.
- 3.4.4 If a transmission system impact study is not required, but electric power Distribution System adverse system impacts are shown by the feasibility study to be possible and no distribution system impact study has been conducted, the Transmission Provider shall send the Interconnection Customer a distribution system impact study agreement.
- 3.4.5 If the feasibility study shows no potential for transmission system or Distribution System adverse system impacts, the Transmission Provider shall send the Interconnection Customer either a facilities study agreement (Attachment 8), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or an executable interconnection agreement, as applicable.
- 3.4.6 In order to remain under consideration for interconnection, the Interconnection Customer must return executed system impact study agreements, if applicable, within 30 Business Days.
- 3.4.7 A deposit of the good faith estimated costs for each system impact study may be required from the Interconnection Customer.
- 3.4.8 The scope of and cost responsibilities for a system impact study are described in the attached system impact study agreement.
- 3.4.9 Where transmission systems and Distribution Systems have separate owners, such as is the case with transmission-dependent utilities ("TDUs") – whether investor-owned or not – the Interconnection Customer may apply to the nearest Transmission Provider (Transmission Owner, Regional Transmission Operator, or Independent Transmission Provider) providing transmission service to the TDU to request project coordination. Affected Systems shall participate in the study and provide all information necessary to prepare the study.

3.5 Facilities Study

- 3.5.1 Once the required system impact study(s) is completed, a system impact study report shall be prepared and transmitted to the Interconnection

Customer along with a facilities study agreement within five Business Days, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the facilities study. In the case where one or both impact studies are determined to be unnecessary, a notice of the fact shall be transmitted to the Interconnection Customer within the same timeframe.

- 3.5.2 In order to remain under consideration for interconnection, or, as appropriate, in the Transmission Provider's interconnection queue, the Interconnection Customer must return the executed facilities study agreement or a request for an extension of time within 30 Business Days.
- 3.5.3 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s).
- 3.5.4 Design for any required Interconnection Facilities and/or Upgrades shall be performed under the facilities study agreement. The Transmission Provider may contract with consultants to perform activities required under the facilities study agreement. The Interconnection Customer and the Transmission Provider may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by the Transmission Provider, under the provisions of the facilities study agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the Transmission Provider shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.
- 3.5.5 A deposit of the good faith estimated costs for the facilities study may be required from the Interconnection Customer.
- 3.5.6 The scope of and cost responsibilities for the facilities study are described in the attached facilities study agreement.
- 3.5.7 Upon completion of the facilities study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, the Transmission Provider shall provide the Interconnection Customer an executable interconnection agreement within five Business Days.

Section 4. Provisions that Apply to All Interconnection Requests

- 4.1 Reasonable Efforts** The Transmission Provider shall make reasonable efforts to meet all time frames provided in these procedures unless the Transmission Provider and the Interconnection Customer agree to a different schedule. If the Transmission Provider cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.
- 4.2 Disputes**
- 4.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 4.2.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 4.2.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact FERC's Dispute Resolution Service (DRS) for assistance in resolving the dispute.
- 4.2.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.
- 4.2.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.
- 4.2.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of these procedures.
- 4.3 Interconnection Metering** Any metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customer's expense in accordance with Federal Energy Regulatory Commission, state, or local regulatory requirements or the Transmission Provider's specifications.
- 4.4 Commissioning** Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. The

Transmission Provider must be given at least five Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

4.5. Confidentiality

4.5.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.

4.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements.

4.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

4.5.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party prior to the release of the Confidential Information to

FERC. The Party shall notify the other Party when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

- 4.6 **Comparability** The Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this document. The Transmission Provider shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by the Transmission Provider, its subsidiaries or affiliates, or others.
- 4.7 **Record Retention** The Transmission Provider shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.
- 4.8 **Interconnection Agreement** After receiving an interconnection agreement from the Transmission Provider, the Interconnection Customer shall have 30 Business Days or another mutually agreeable timeframe to sign and return the interconnection agreement, or request that the Transmission Provider file an unexecuted interconnection agreement with the Federal Energy Regulatory Commission. If the Interconnection Customer does not sign the interconnection agreement, or ask that it be filed unexecuted by the Transmission Provider within 30 Business Days, the Interconnection Request shall be deemed withdrawn. After the interconnection agreement is signed by the Parties, the interconnection of the Small Generating Facility shall proceed under the provisions of the interconnection agreement.
- 4.9 **Coordination with Affected Systems** The Transmission Provider shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable interconnection study within the time frame specified in these procedures. The Transmission Provider will include such Affected System operators in all meetings held with the Interconnection Customer as required by these procedures. The Interconnection Customer will cooperate with the Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Transmission Provider which may be an Affected System shall

cooperate with the Transmission Provider with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

4.10 Capacity of the Small Generating Facility

4.10.1 If the Interconnection Request is for an increase in capacity for an existing Small Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total capacity of the Small Generating Facility.

4.10.2 If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices.

4.10.3 The Interconnection Request shall be evaluated using the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system. However, if the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the Transmission Provider's agreement, with such agreement not to be unreasonably withheld, that the manner in which the Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Transmission Provider's system. If the Transmission Provider does not so agree, then the Interconnection Request must be withdrawn or revised to specify the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system without such limitations. Furthermore, nothing in this section shall prevent a Transmission Provider from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

Section 5. EIM Requirements

- 5.1 The Interconnection Customer shall have a continuing duty to comply with Attachment O of this Tariff, as applicable.

Attachment 1

Glossary of Terms

10 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the section 2 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See SGIP Attachment 5.

Affected System – An electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Business Day – Monday through Friday, excluding Federal Holidays.

Distribution System – The Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Small Generating Facility that meets the eligibility requirements of section 2.1 and includes the section 2 screens, customer options meeting, and optional supplemental review.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Interconnection Customer – Any entity, including the Transmission Provider, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Transmission Provider's Transmission System.

Interconnection Facilities – The Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Request – The Interconnection Customer's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Transmission Provider's Transmission System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Network Resource – Any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Resource Interconnection Service – An Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission Provider's System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades – Additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Transmission Provider's Transmission System to accommodate the interconnection with the Small Generating Facility to the Transmission Provider's Transmission System. Network Upgrades do not include Distribution Upgrades.

Party or Parties – The Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Transmission Provider's Transmission System.

Queue Position – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

Small Generating Facility – The Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Study Process – The procedure for evaluating an Interconnection Request that includes the section 3 scoping meeting, feasibility study, system impact study, and facilities study.

Transmission Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

Transmission Provider – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission System – The facilities owned, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service under the Tariff.

Upgrades – The required additions and modifications to the Transmission Provider's Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

SMALL GENERATOR INTERCONNECTION REQUEST

(Application Form)

Transmission Provider:

Designated Contact Person: _____

Address: _____

Telephone Number: _____

Fax: _____

E-Mail Address: _____

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.5, documentation of site control must be submitted with the Interconnection Request.

Preamble and Instructions

An Interconnection Customer who requests a Federal Energy Regulatory Commission jurisdictional interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the Transmission Provider.

Processing Fee or Deposit:

If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is \$500.

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the Transmission Provider a deposit not to exceed \$1,000 towards the cost of the feasibility study.

Interconnection Customer Information

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: _____ New Small Generating Facility

_____ Capacity addition to Existing Small Generating Facility

If capacity addition to existing facility, please describe: _____

Will the Small Generating Facility be used for any of the following?

Net Metering? Yes ___ No ___

To Supply Power to the Interconnection Customer? Yes ___ No ___

To Supply Power to Others? Yes ___ No ___

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

(Local Electric Service Provider*)

(Existing Account Number*)

[*To be provided by the Interconnection Customer if the local electric service provider is different from the Transmission Provider]

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Requested Point of Interconnection: _____

Interconnection Customer's Requested In-Service Date: _____

Small Generating Facility Information

Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Hydro Type (e.g. Run-of-River): _____

☐ Diesel ☐ Natural Gas ☐ Fuel Oil ☐ Other (state type) _____

Prime Mover: ☐ Fuel Cell ☐ Recip Engine ☐ Gas Turb ☐ Steam Turb
☐ Microturbine ☐ PV ☐ Other

Type of Generator: ☐ Synchronous ☐ Induction ☐ Inverter

Generator Nameplate Rating: _____ kW (Typical) Generator Nameplate
kVAR: _____

Interconnection Customer or Customer-Site Load: _____ kW (if none, so
state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

List components of the Small Generating Facility equipment package that are currently
certified:

Equipment Type	Certifying Entity
----------------	-------------------

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

Is the prime mover compatible with the certified protective relay package? ☐ Yes
☐ No

Generator (or solar collector)

Manufacturer, Model Name & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor

Rated Power Factor: Leading: _____ Lagging: _____

Primary frequency response range for electric storage resources:

Minimum State of Charge: _____

Minimum State of Charge: _____

Total Number of Generators in wind farm to be interconnected pursuant to this

Interconnection Request: _____ Elevation: _____ Single phase _____ Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous _____ or RMS? _____

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

(*) Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:

Direct Axis Synchronous Reactance, X_d : _____ P.U.

Direct Axis Transient Reactance, X'_d : _____ P.U.

Direct Axis Subtransient Reactance, X''_d : _____ P.U.

Negative Sequence Reactance, X_2 : _____ P.U.

Zero Sequence Reactance, X_0 : _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____

I_2^2t or K (Heating Time Constant): _____

Rotor Resistance, R_r : _____

Stator Resistance, R_s : _____

Stator Reactance, X_s : _____

Rotor Reactance, X_r : _____

Magnetizing Reactance, X_m : _____
Short Circuit Reactance, X_d'' : _____
Exciting Current: _____
Temperature Rise: _____
Frame Size: _____
Design Letter: _____
Reactive Power Required In Vars (No Load): _____
Reactive Power Required In Vars (Full Load): _____
Total Rotating Inertia, H : _____ Per Unit on kVA Base

Note: Please contact the Transmission Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling?

___ Yes ___ No

Will the transformer be provided by the Interconnection Customer? ___ Yes ___ No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ___ single phase ___ three phase? Size: _____ kVA

Transformer Impedance: _____ % on _____ kVA Base

If Three Phase:

Transformer Primary: _____ Volts ___ Delta ___ Wye ___ Wye Grounded

Transformer Secondary: _____ Volts ___ Delta ___ Wye ___ Wye Grounded

Transformer Tertiary: _____ Volts ___ Delta ___ Wye ___ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____

Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: . Proposed Setting: _

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (If Applicable):

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Is One-Line Diagram Enclosed? ____ Yes ____ No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address)

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? ____ Yes ____ No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Are Schematic Drawings Enclosed? ____ Yes ____ No

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

Attachment 3

Certification Codes and Standards

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

Attachment 4

Certification of Small Generator Equipment Packages

- 1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in SGIP Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.
- 6.0 An equipment package does not include equipment provided by the utility.

- 7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.

Attachment 5

Application, Procedures, and Terms and Conditions for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10 kW ("10 kW Inverter Process")

- 1.0 The Interconnection Customer ("Customer") completes the Interconnection Request ("Application") and submits it to the Transmission Provider ("Company").
- 2.0 The Company acknowledges to the Customer receipt of the Application within three Business Days of receipt.
- 3.0 The Company evaluates the Application for completeness and notifies the Customer within ten Business Days of receipt that the Application is or is not complete and, if not, advises what material is missing.
- 4.0 The Company verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Small Generator Interconnection Procedures (SGIP). The Company has 15 Business Days to complete this process. Unless the Company determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, the Company approves the Application and returns it to the Customer. Note to Customer: Please check with the Company before submitting the Application if disconnection equipment is required.
- 5.0 After installation, the Customer returns the Certificate of Completion to the Company. Prior to parallel operation, the Company may inspect the Small Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.
- 6.0 The Company notifies the Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Company has the right to disconnect the Small Generating Facility. The Customer has no right to operate in parallel until a witness test has been performed, or previously waived on the Application. The Company is obligated to complete this witness test within ten Business Days of the receipt of the Certificate of Completion. If the Company does not inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.
- 7.0 Contact Information – The Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the Company, that contact information must be provided on the Application.

8.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.

9.0 UL1741 Listed – This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.

Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10kW

This Application is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.5, documentation of site control must be submitted with the Interconnection Request. Additional information to evaluate the Application may be required.

Processing Fee

A non-refundable processing fee of \$100 must accompany this Application.

Interconnection Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility (include % ownership by any electric utility): _____

Small Generating Facility Information

Location (if different from above): _____

Electric Service Company: _____

Account Number: _____

Inverter Manufacturer: _____ Model _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase _____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic ☐ Reciprocating Engine ☐ Fuel Cell ☐
 Turbine ☐ Other _____

Energy Source: Solar ☐ Wind ☐ Hydro ☐ Diesel ☐ Natural Gas ☐
 Fuel Oil ☐ Other (describe) _____

Is the equipment UL1741 Listed? Yes _____ No ____

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Small Generator Interconnection Procedures (SGIP), or the Transmission Provider has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed:

Title: _____ Date: _____

Contingent Approval to Interconnect the Small Generating Facility

(For Company use only)

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return of the Certificate of Completion.

Company Signature: _____

Title: _ Date: _____

Application ID number: _____

Company waives inspection/witness test? Yes___No___

Small Generating Facility Certificate of Completion

Is the Small Generating Facility owner-installed? Yes _____ No _____

Interconnection Customer:

Contact Person: _____

Address: _____

Location of the Small Generating Facility (if different from above):

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local building/electrical code of

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name:

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert Company information below):

Name: _____

Company: _____

Address: _____

City, State ZIP: _____
Fax: _____

Approval to Energize the Small Generating Facility (For Company use only)

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

Company Signature: _____

Title: _____ Date: _____

**Terms and Conditions for Interconnecting an Inverter-Based
Small Generating Facility No Larger than 10kW**

- 1.0 Construction of the Facility** The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the Transmission Provider (the "Company") approves the Interconnection Request (the "Application") and returns it to the Customer.
- 2.0 Interconnection and Operation** The Customer may operate Small Generating Facility and interconnect with the Company's electric system once all of the following have occurred:
- 2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and
 - 2.2 The Customer returns the Certificate of Completion to the Company, and
 - 2.3 The Company has either:
 - 2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or
 - 2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within ten business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or
 - 2.3.3 The Company waives the right to inspect the Small Generating Facility.
 - 2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.
 - 2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

- 3.0 Safe Operations and Maintenance** The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.
- 4.0 Access** The Company shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.
- 5.0 Disconnection** The Company may temporarily disconnect the Small Generating Facility upon the following conditions:
- 5.1 For scheduled outages upon reasonable notice.
 - 5.2 For unscheduled outages or emergency conditions.
 - 5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.
 - 5.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.
- 6.0 Indemnification** The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 7.0 Insurance** The Parties agree to follow all applicable insurance requirements imposed by the state in which the Point of Interconnection is located. All insurance policies must be maintained with insurers authorized to do business in that state..
- 8.0 Limitation of Liability** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

9.0 Termination The agreement to operate in parallel may be terminated under the following conditions:

9.1 By the Customer By providing written notice to the Company.

9.2 By the Company If the Small Generating Facility fails to operate for any consecutive 12 month period or the Customer fails to remedy a violation of these Terms and Conditions.

9.3 Permanent Disconnection In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

9.4 Survival Rights This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

10.0 Assignment/Transfer of Ownership of the Facility This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.



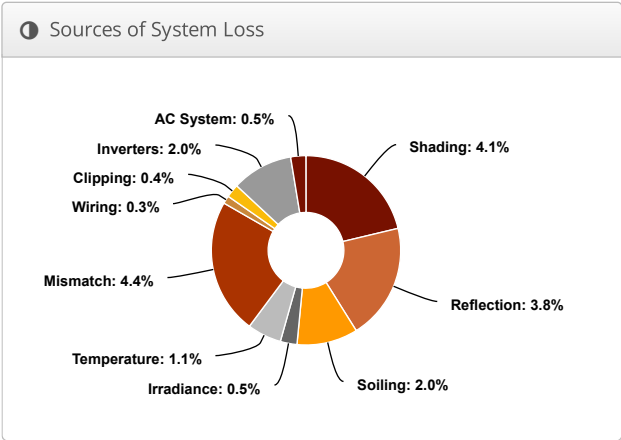
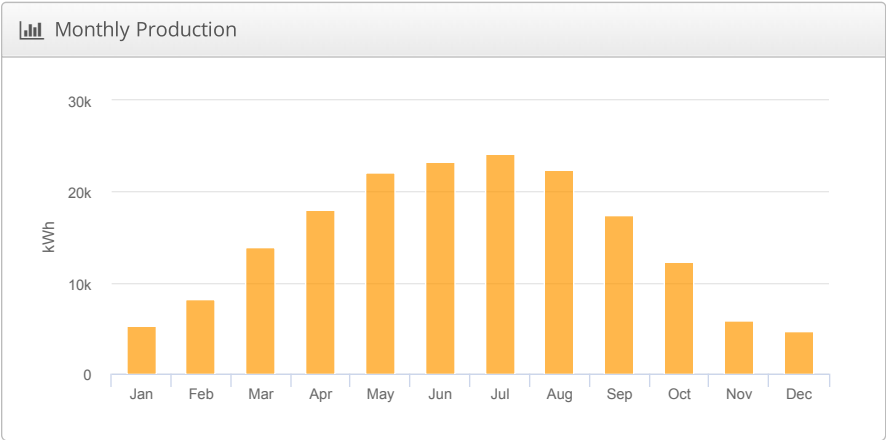

APPENDIX C: SHADING AND ENERGY GENERATION

9th & Front CCDC Parking Decks, 312 S. 9th St Boise, ID 83702

Report	
Project Name	312 S. 9th St Boise, ID 83702
Project Address	230 S 10th St Boise, ID 83702
Prepared By	Julianna Murphy julianna.murphy@kimley-horn.com

System Metrics	
Design	9th & Front
Module DC Nameplate	123.7 kW
Inverter AC Nameplate	100.0 kW Load Ratio: 1.24
Annual Production	177.4 MWh
Performance Ratio	82.3%
kWh/kWp	1,434.5
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)
Simulator Version	cd847aacab-f45d392361-f0c35c674c-362816ba61

Project Location



⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,706.2	
	POA Irradiance	1,743.4	2.2%
	Shaded Irradiance	1,672.2	-4.1%
	Irradiance after Reflection	1,608.5	-3.8%
	Irradiance after Soiling	1,576.3	-2.0%
	Total Collector Irradiance	1,576.4	0.0%
Energy (kWh)	Nameplate	194,972.8	
	Output at Irradiance Levels	193,905.7	-0.5%
	Output at Cell Temperature Derate	191,741.0	-1.1%
	Output After Mismatch	183,232.9	-4.4%
	Optimal DC Output	182,760.5	-0.3%
	Constrained DC Output	181,961.6	-0.4%
	Inverter Output	178,309.1	-2.0%
	Energy to Grid	177,417.6	-0.5%
Temperature Metrics			
Avg. Operating Ambient Temp		10.2 °C	
Avg. Operating Cell Temp		18.5 °C	
Simulation Metrics			
		Operating Hours	4679
		Solved Hours	4679

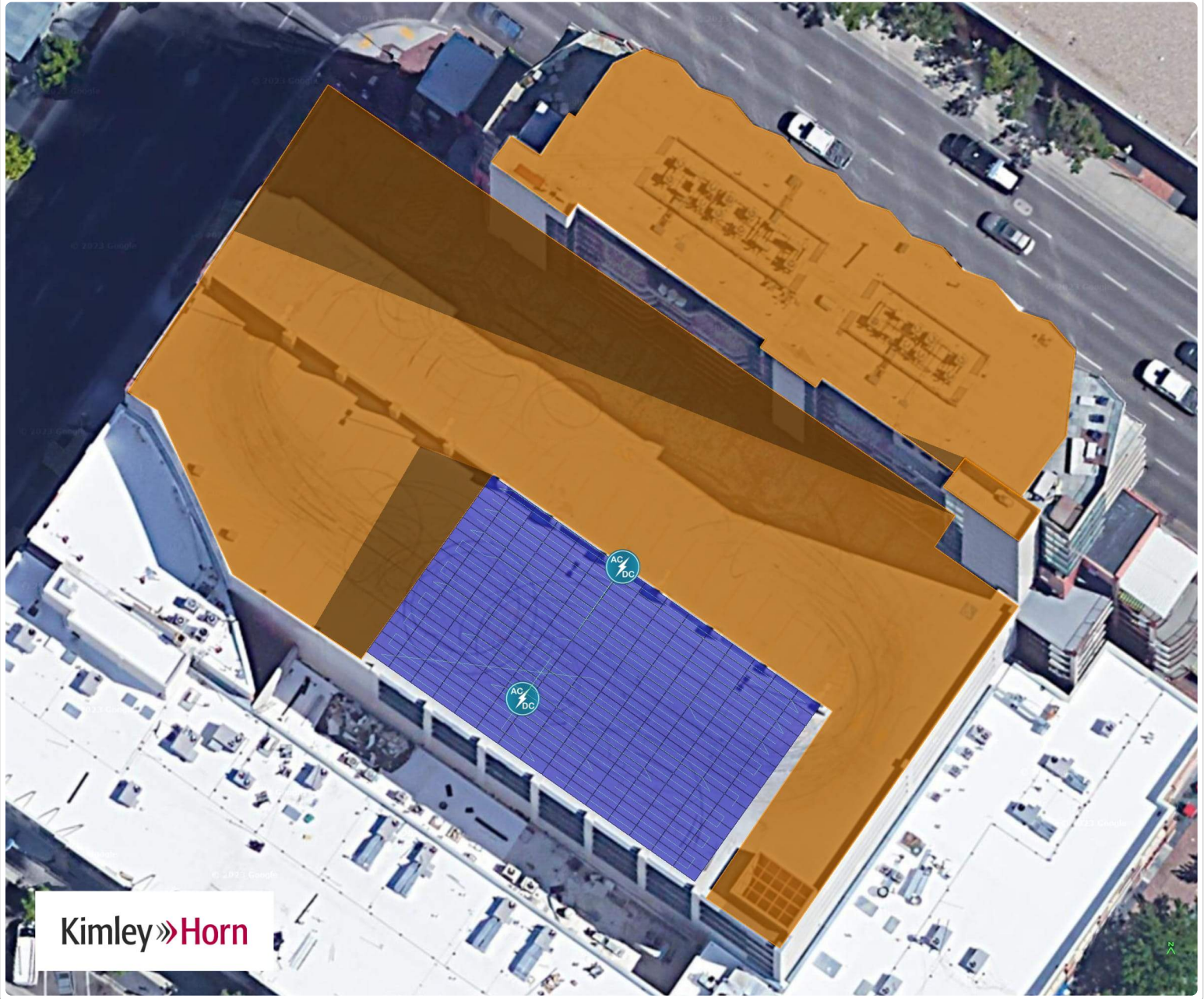
☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
	East-West	-3.56		-0.075		3°C						
	Carport	-3.56		-0.075		3°C						
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle							Backtracking				
	60°							Enabled				
Module Characterizations	Module					Uploaded By		Characterization				
	Q.PEAK DUO XL-G10 485 (Qcells)					HelioScope		Spec Sheet Characterization, PAN				
Component Characterizations	Device					Uploaded By		Characterization				
	PVI 50TL (Solectria)					HelioScope		Spec Sheet				

📦 Components		
Component	Name	Count
Inverters	PVI 50TL (Solectria)	2 (100.0 kW)
Strings	10 AWG (Copper)	17 (1,539.9 ft)
Module	Qcells, Q.PEAK DUO XL-G10 485 (485W)	255 (123.7 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	13-16	Along Racking

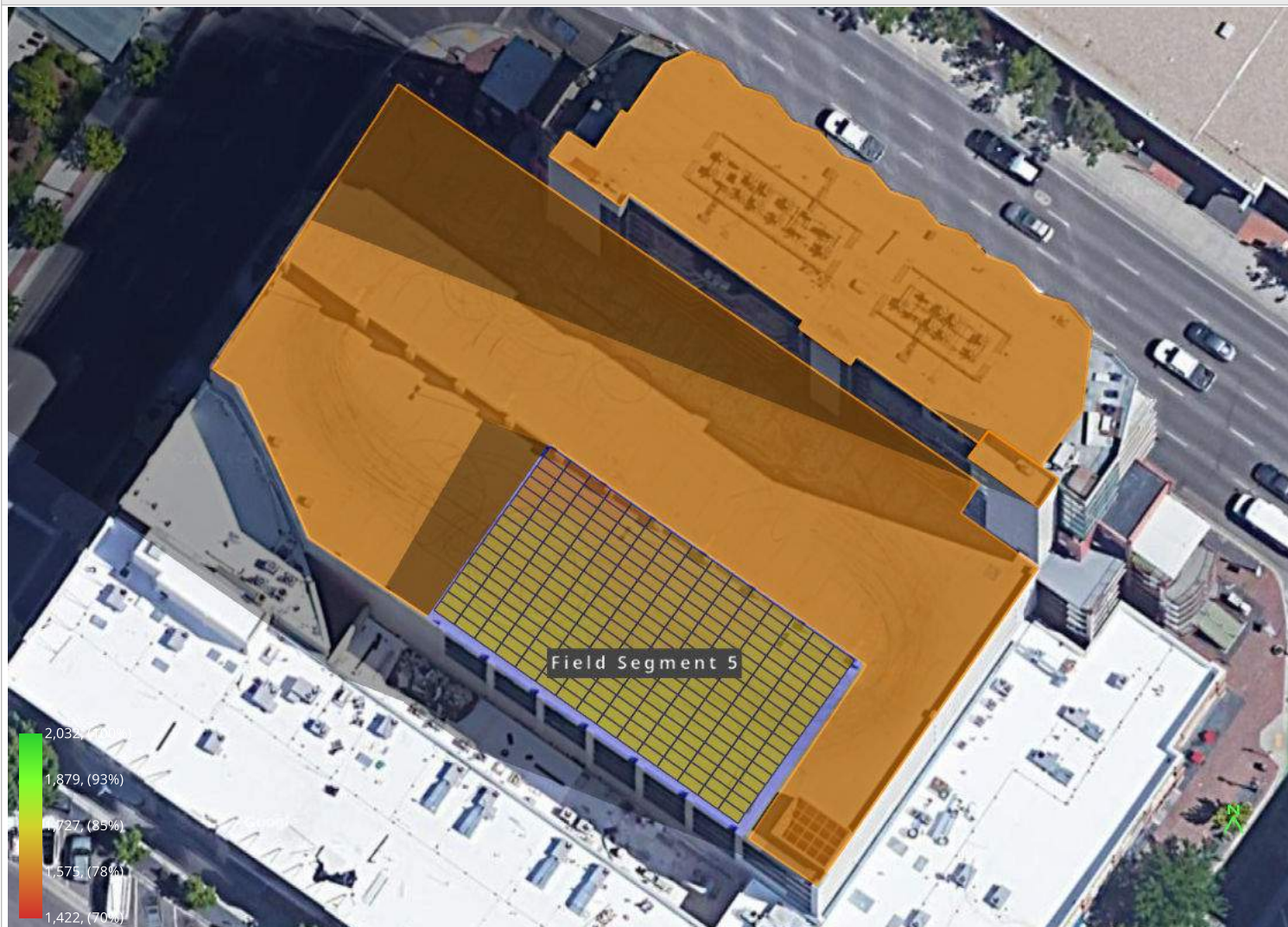
🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 5	Carport	Landscape (Horizontal)	3°	215°	0.1 ft	1x1	255	255	123.7 kW

🌐 Detailed Layout



9th & Front CCDC Parking Decks, 312 S. 9th St Boise, ID 83702

☼ Shading Heatmap



☼ Shading by Field Segment

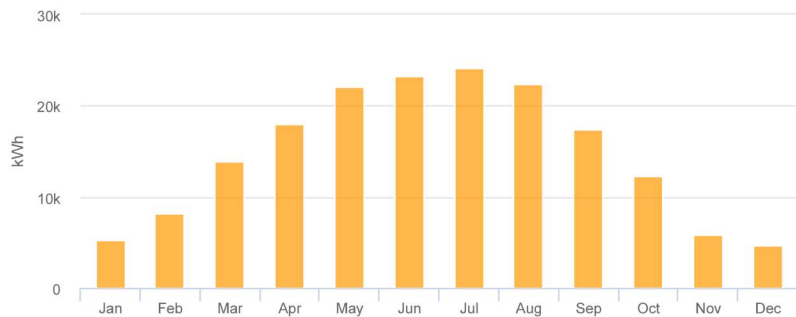
Description	Tilt	Azimuth	Modules	Nameplate	Shaded Irradiance	AC Energy	TOF ²	Solar Access	Avg TSRF ²
Field Segment 5	3.0°	215.0°	255	123.7 kWp	1,672.2kWh/m ²	177.4 MWh ¹	85.8%	95.9%	82.3%
Totals, weighted by kWp			255	123.7 kWp	1,672.2kWh/m ²	177.4 MWh	85.8%	95.9%	82.3%

¹ approximate, varies based on inverter performance² based on location Optimal POA Irradiance of 2,031.7kWh/m² at 38.3° tilt and 182.9° azimuth

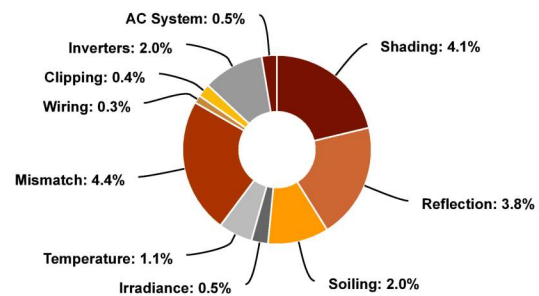
☼ Solar Access by Month

Description	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Field Segment 5	94%	95%	95%	95%	96%	96%	96%	97%	97%	97%	95%	95%
Solar Access, weighted by kWp	93.7%	95.2%	95.3%	95.5%	95.6%	95.5%	96.0%	97.0%	97.1%	96.9%	95.0%	94.5%
AC Power (kWh)	5,201.2	8,150.8	13,973.4	18,023.8	22,134.2	23,268.2	24,200.4	22,395.1	17,350.5	12,238.3	5,797.0	4,684.6

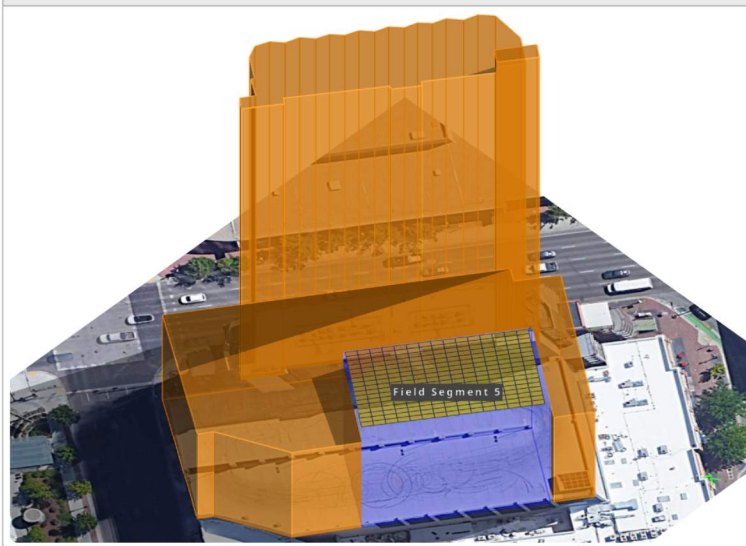
Monthly Production



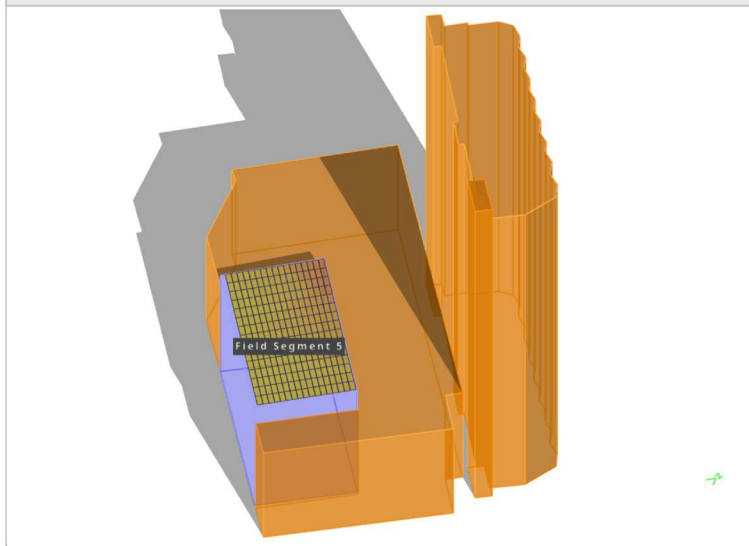
Sources of System Loss



Southwestern Angle



Southeastern Angle



10th & Front CCDC Parking Decks, 230 S 10th St Boise, ID 83702

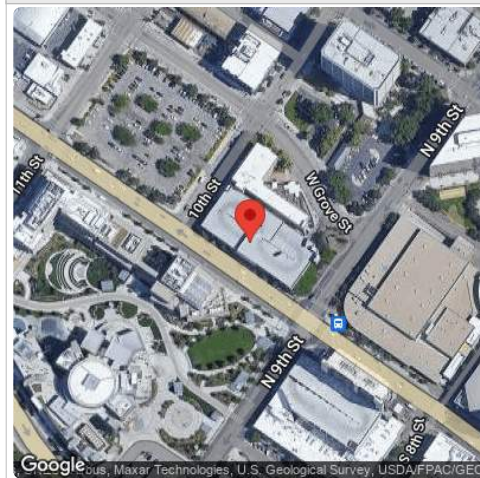
Report

Project Name	CCDC Parking Decks
Project Address	230 S 10th St Boise, ID 83702
Prepared By	Chris Hanna chris.hanna@kimley-horn.com

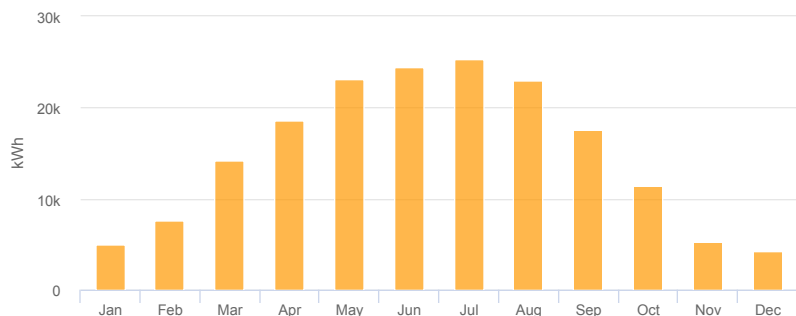
System Metrics

Design	10th & Front
Module DC Nameplate	123.7 kW
Inverter AC Nameplate	100.0 kW Load Ratio: 1.24
Annual Production	179.7 MWh
Performance Ratio	83.3%
kWh/kWp	1,452.6
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)
Simulator Version	cd847aacab-f45d392361-f0c35c674c-362816ba61

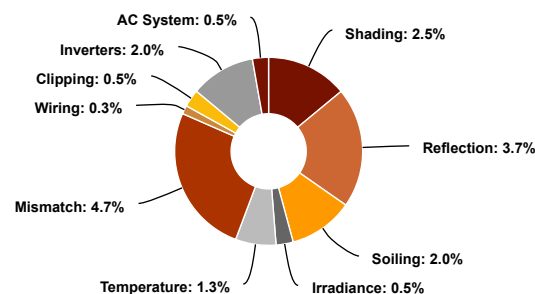
Project Location



Monthly Production



Sources of System Loss



⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,706.2	
	POA Irradiance	1,743.4	2.2%
	Shaded Irradiance	1,699.5	-2.5%
	Irradiance after Reflection	1,636.2	-3.7%
	Irradiance after Soiling	1,603.5	-2.0%
	Total Collector Irradiance	1,603.5	0.0%
Energy (kWh)	Nameplate	198,336.0	
	Output at Irradiance Levels	197,283.6	-0.5%
	Output at Cell Temperature Derate	194,811.7	-1.3%
	Output After Mismatch	185,749.5	-4.7%
	Optimal DC Output	185,259.5	-0.3%
	Constrained DC Output	184,255.5	-0.5%
	Inverter Output	180,552.8	-2.0%
	Energy to Grid	179,650.1	-0.5%
Temperature Metrics			
Avg. Operating Ambient Temp		10.2 °C	
Avg. Operating Cell Temp		18.6 °C	
Simulation Metrics			
Operating Hours		4679	
Solved Hours		4679	

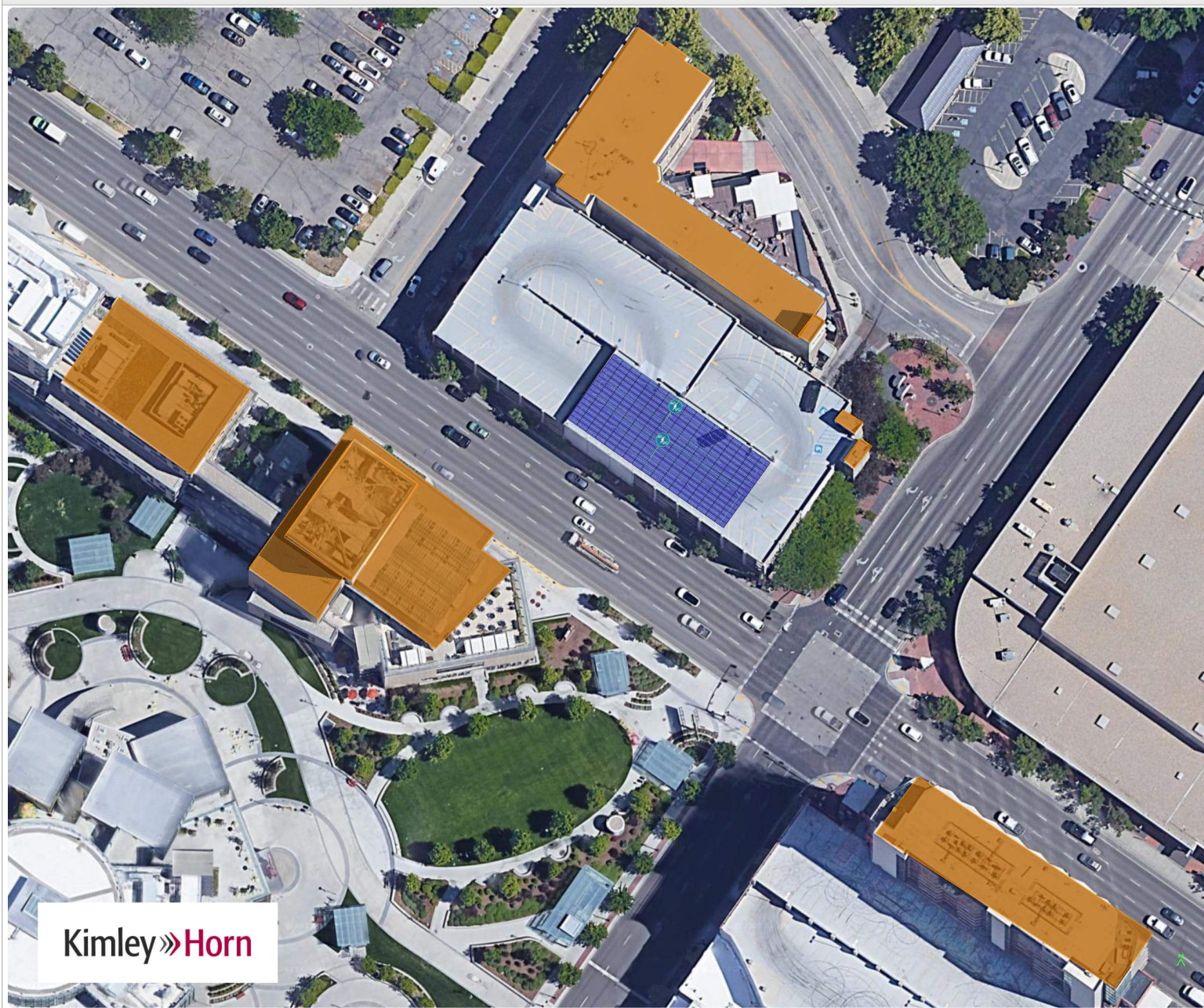
☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
	East-West	-3.56		-0.075		3°C						
	Carport	-3.56		-0.075		3°C						
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle							Backtracking				
	60°							Enabled				
Module Characterizations	Module					Uploaded By		Characterization				
	Q.PEAK DUO XL-G10 485 (Qcells)					HelioScope		Spec Sheet Characterization, PAN				
Component Characterizations	Device					Uploaded By		Characterization				
	PVI 50TL (Solectria)					HelioScope		Spec Sheet				

📦 Components		
Component	Name	Count
Inverters	PVI 50TL (Solectria)	2 (100.0 kW)
Strings	10 AWG (Copper)	17 (1,520.3 ft)
Module	Qcells, Q.PEAK DUO XL-G10 485 (485W)	255 (123.7 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	13-16	Along Racking

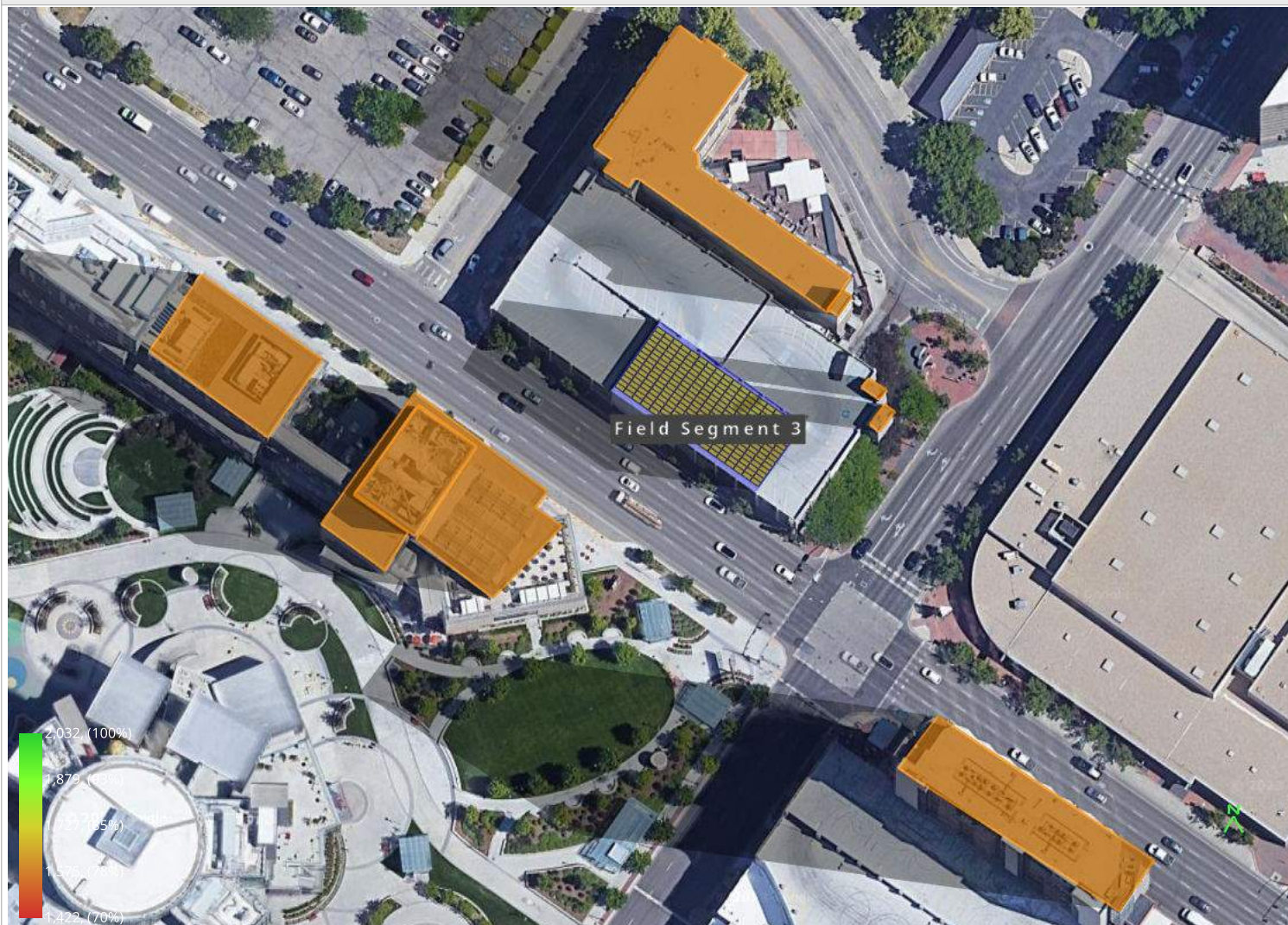
🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 3	Carport	Landscape (Horizontal)	3°	214.8943°	0.1 ft	1x1	255	255	123.7 kW

🌐 Detailed Layout



10th & Front CCDC Parking Decks, 230 S 10th St Boise, ID 83702

☼ Shading Heatmap



☼ Shading by Field Segment

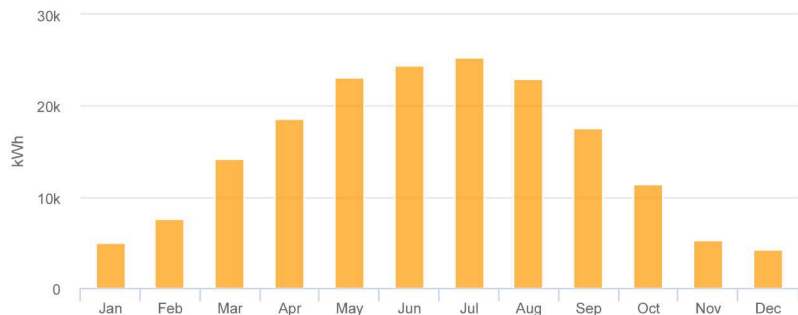
Description	Tilt	Azimuth	Modules	Nameplate	Shaded Irradiance	AC Energy	TOF ²	Solar Access	Avg TSRF ²
Field Segment 3	3.0°	214.9°	255	123.7 kWp	1,699.5kWh/m ²	179.7 MWh ¹	85.8%	97.5%	83.7%
Totals, weighted by kWp			255	123.7 kWp	1,699.5kWh/m ²	179.7 MWh	85.8%	97.5%	83.7%

¹ approximate, varies based on inverter performance² based on location Optimal POA Irradiance of 2,031.7kWh/m² at 38.3° tilt and 182.9° azimuth

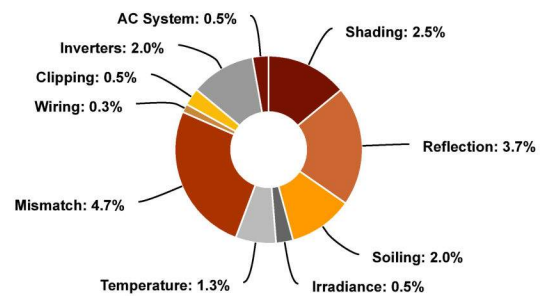
☼ Solar Access by Month

Description	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Field Segment 3	91%	92%	98%	99%	99%	99%	99%	99%	98%	93%	88%	87%
Solar Access, weighted by kWp	91.1%	91.5%	97.8%	99.0%	99.3%	99.4%	99.5%	99.4%	98.5%	93.5%	88.0%	86.9%
AC Power (kWh)	4,972.7	7,558.7	14,194.6	18,654.6	23,061.5	24,468.4	25,284.0	23,003.9	17,517.3	11,435.7	5,262.0	4,236.6

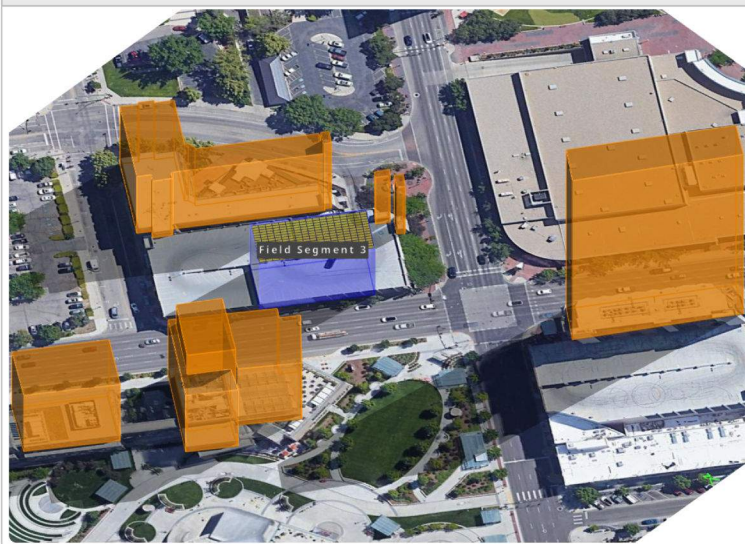
Monthly Production



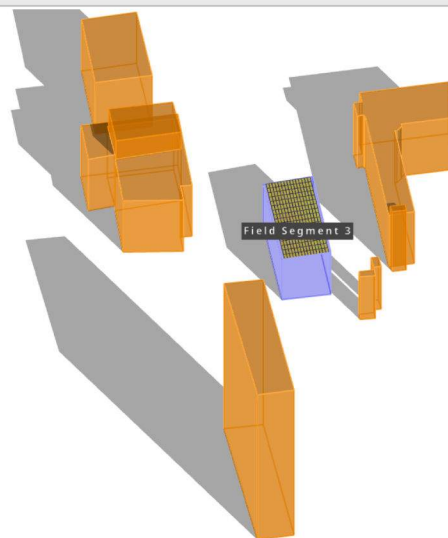
Sources of System Loss



Southwestern Angle



Southeastern Angle



11th & Front CCDC Parking Decks, 1101 W. Front St Boise, ID 83702

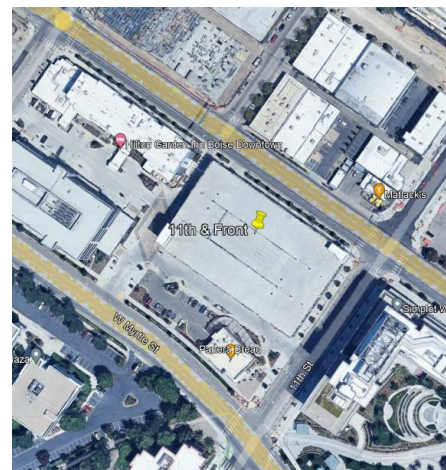
Report

Project Name	CCDC Parking Decks
Project Address	1101 W. Front St Boise, ID 83702
Prepared By	Chris Hanna chris.hanna@kimley-horn.com

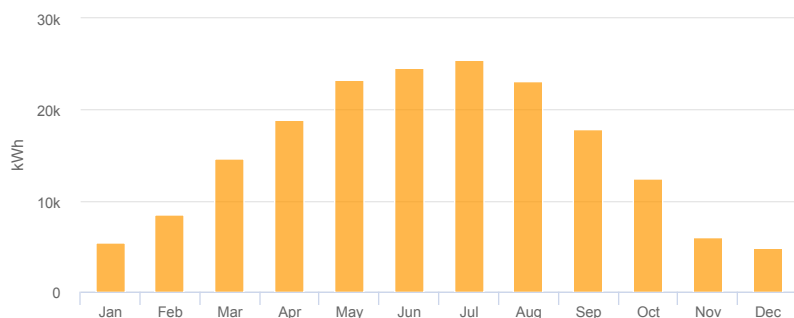
System Metrics

Design	11th & Front
Module DC Nameplate	124.2 kW
Inverter AC Nameplate	100.0 kW Load Ratio: 1.24
Annual Production	185.0 MWh
Performance Ratio	85.4%
kWh/kWp	1,489.8
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)
Simulator Version	cd847aacab-f45d392361-f0c35c674c-362816ba61

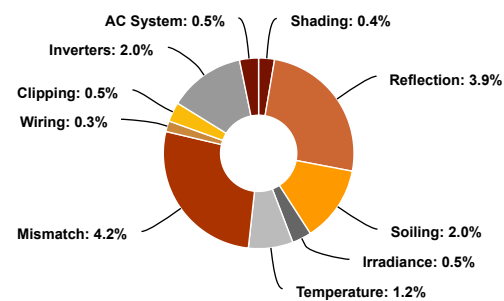
Project Location



Monthly Production



Sources of System Loss



⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,706.2	
	POA Irradiance	1,743.6	2.2%
	Shaded Irradiance	1,736.3	-0.4%
	Irradiance after Reflection	1,668.1	-3.9%
	Irradiance after Soiling	1,634.7	-2.0%
	Total Collector Irradiance	1,634.7	0.0%
Energy (kWh)	Nameplate	202,989.5	
	Output at Irradiance Levels	201,955.8	-0.5%
	Output at Cell Temperature Derate	199,589.3	-1.2%
	Output After Mismatch	191,239.9	-4.2%
	Optimal DC Output	190,697.7	-0.3%
	Constrained DC Output	189,716.3	-0.5%
	Inverter Output	185,902.5	-2.0%
	Energy to Grid	184,973.0	-0.5%
Temperature Metrics			
Avg. Operating Ambient Temp		10.2 °C	
Avg. Operating Cell Temp		18.8 °C	
Simulation Metrics			
		Operating Hours	4679
		Solved Hours	4679

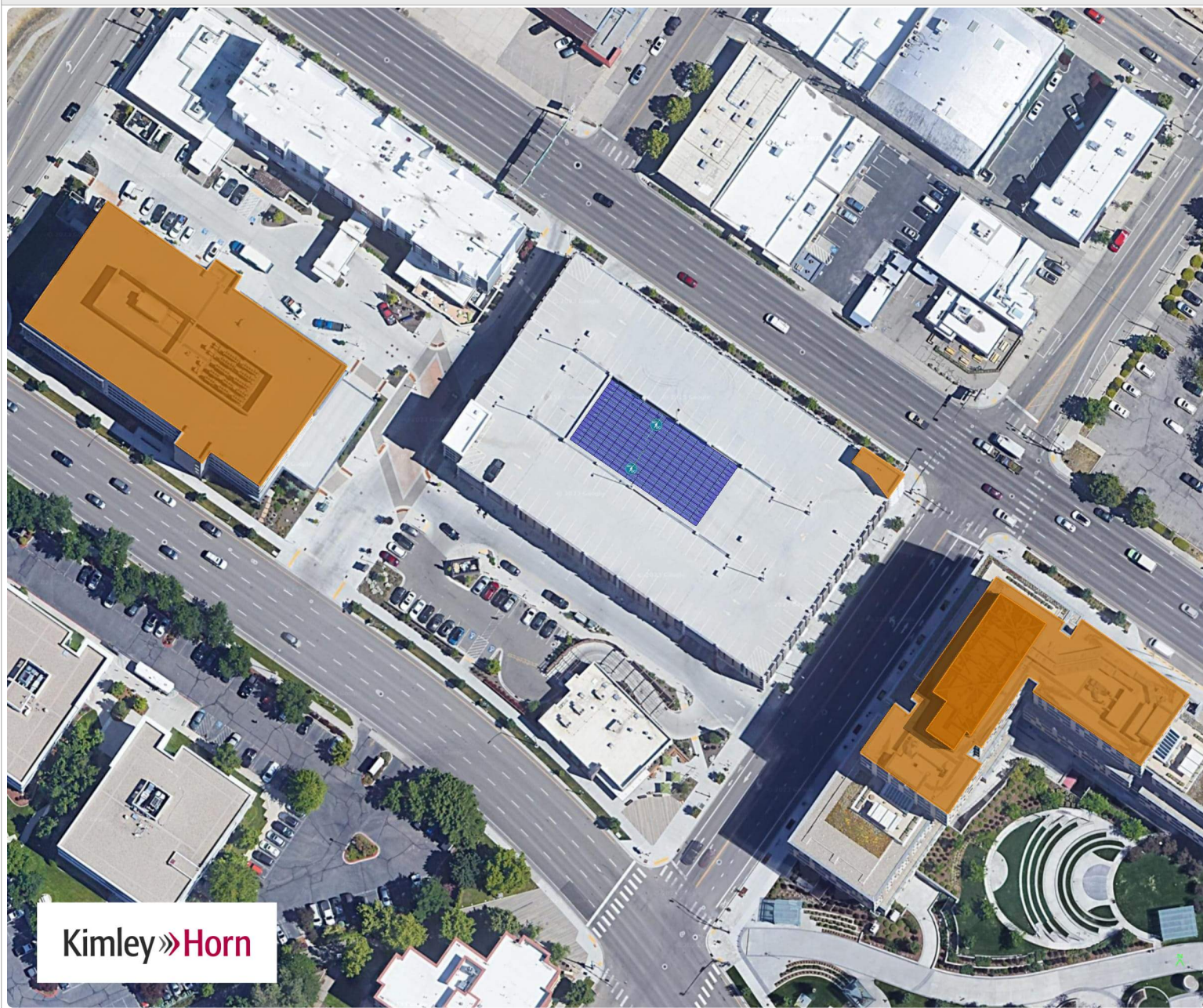
☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
	East-West	-3.56		-0.075		3°C						
	Carport	-3.56		-0.075		3°C						
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle							Backtracking				
	60°							Enabled				
Module Characterizations	Module					Uploaded By		Characterization				
	Q.PEAK DUO XL-G10 485 (Qcells)					HelioScope		Spec Sheet Characterization, PAN				
Component Characterizations	Device					Uploaded By		Characterization				
	PVI 50TL (Solectria)					HelioScope		Spec Sheet				

📦 Components		
Component	Name	Count
Inverters	PVI 50TL (Solectria)	2 (100.0 kW)
Strings	10 AWG (Copper)	16 (2,025.1 ft)
Module	Qcells, Q.PEAK DUO XL-G10 485 (485W)	256 (124.2 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	13-16	Along Racking

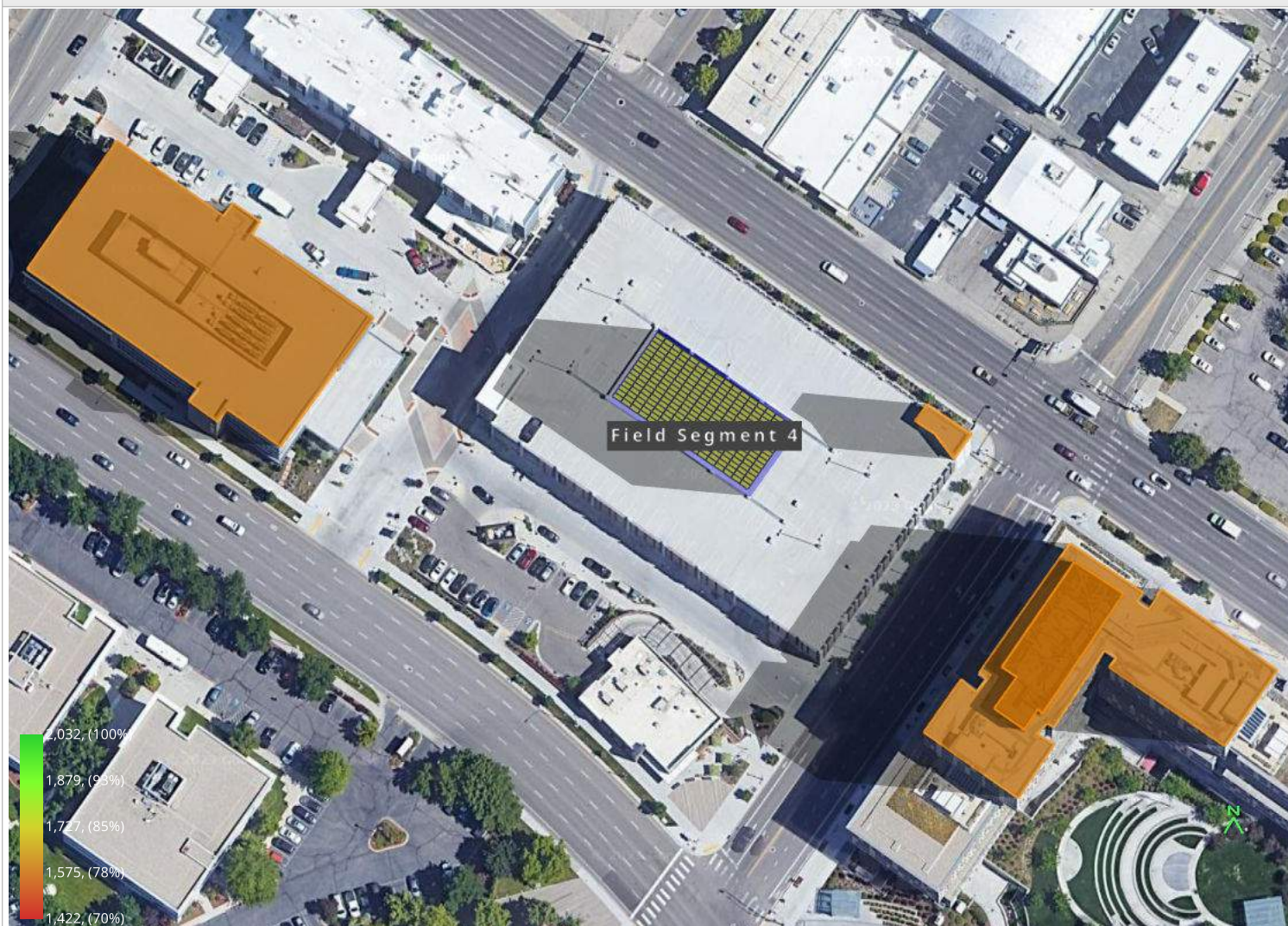
🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 4	Carport	Landscape (Horizontal)	3°	214.48936°	0.1 ft	1x1	256	256	124.2 kW

🌐 Detailed Layout



11th & Front CCDC Parking Decks, 1101 W. Front St Boise, ID 83702

☼ Shading Heatmap



☼ Shading by Field Segment

Description	Tilt	Azimuth	Modules	Nameplate	Shaded Irradiance	AC Energy	TOF ²	Solar Access	Avg TSRF ²
Field Segment 4	3.0°	214.5°	256	124.2 kWp	1,736.3kWh/m ²	185.0 MWh ¹	85.8%	99.6%	85.5%
Totals, weighted by kWp			256	124.2 kWp	1,736.3kWh/m²	185.0 MWh	85.8%	99.6%	85.5%

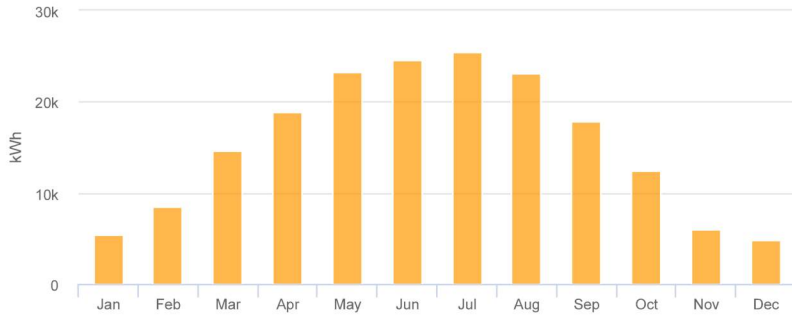
¹ approximate, varies based on inverter performance

² based on location Optimal POA Irradiance of 2,031.7kWh/m² at 38.3° tilt and 182.9° azimuth

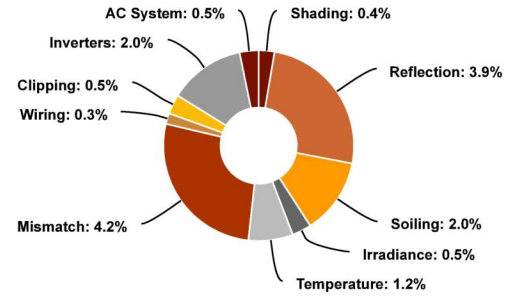
☼ Solar Access by Month

Description	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Field Segment 4	98%	99%	100%	100%	100%	100%	100%	100%	100%	99%	98%	97%
Solar Access, weighted by kWp	97.9%	98.7%	99.8%	99.8%	99.9%	99.9%	99.9%	99.9%	99.9%	99.2%	98.0%	96.9%
AC Power (kWh)	5,418.9	8,468.8	14,605.5	18,842.4	23,221.6	24,642.8	25,468.0	23,170.7	17,855.1	12,486.4	6,016.0	4,776.7

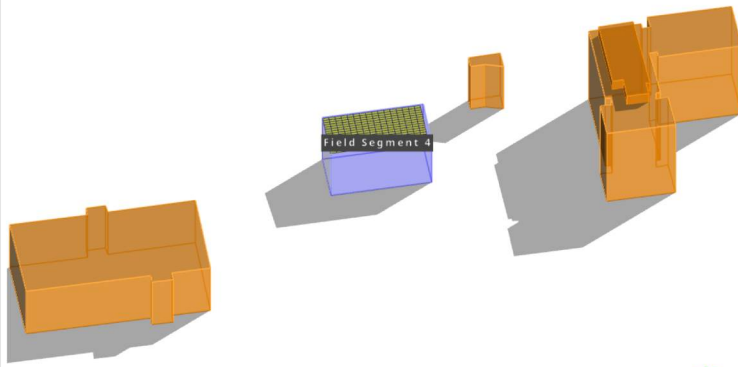
Monthly Production



Sources of System Loss



Southwestern Angle



9th & Main CCDC Parking Decks, 848 W. Main St Boise, ID 83702

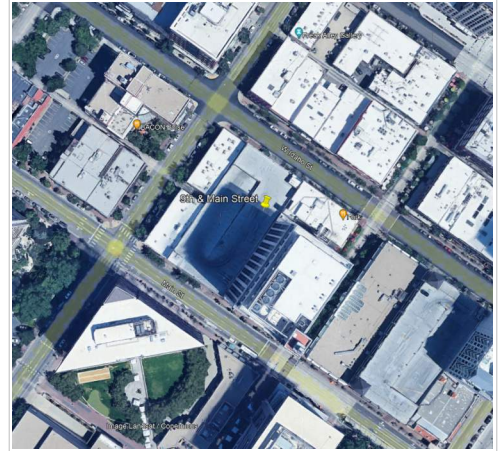
Report

Project Name	CCDC Parking Decks
Project Address	848 W. Main St Boise, ID 83702
Prepared By	Chris Hanna chris.hanna@kimley-horn.com

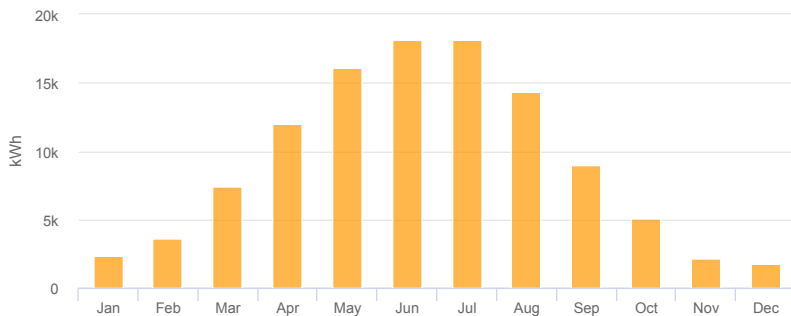
System Metrics

Design	9th & Main
Module DC Nameplate	124.6 kW
Inverter AC Nameplate	100.0 kW Load Ratio: 1.25
Annual Production	110.2 MWh
Performance Ratio	50.7%
kWh/kWp	883.9
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)
Simulator Version	cd847aacab-f45d392361-f0c35c674c-362816ba61

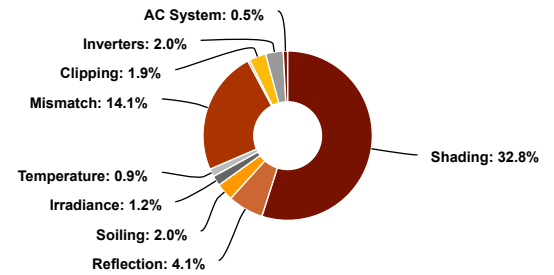
Project Location



Monthly Production



Sources of System Loss



⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,706.2	
	POA Irradiance	1,743.8	2.2%
	Shaded Irradiance	1,171.4	-32.8%
	Irradiance after Reflection	1,123.8	-4.1%
	Irradiance after Soiling	1,101.3	-2.0%
	Total Collector Irradiance	1,101.3	0.0%
Energy (kWh)	Nameplate	137,305.4	
	Output at Irradiance Levels	135,719.6	-1.2%
	Output at Cell Temperature Derate	134,495.5	-0.9%
	Output After Mismatch	115,482.2	-14.1%
	Optimal DC Output	115,199.3	-0.2%
	Constrained DC Output	112,984.3	-1.9%
	Inverter Output	110,724.1	-2.0%
	Energy to Grid	110,170.4	-0.5%
Temperature Metrics			
Avg. Operating Ambient Temp		10.2 °C	
Avg. Operating Cell Temp		16.0 °C	
Simulation Metrics			
		Operating Hours	4679
		Solved Hours	4679

☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
	East-West	-3.56		-0.075		3°C						
	Carport	-3.56		-0.075		3°C						
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle							Backtracking				
	60°							Enabled				
Module Characterizations	Module					Uploaded By		Characterization				
	Q.PEAK DUO XL-G10 485 (Qcells)					HelioScope		Spec Sheet Characterization, PAN				
Component Characterizations	Device					Uploaded By		Characterization				
	PVI 50TL (Solectria)					HelioScope		Spec Sheet				

📦 Components		
Component	Name	Count
Inverters	PVI 50TL (Solectria)	2 (100.0 kW)
Strings	10 AWG (Copper)	17 (1,474.7 ft)
Module	Qcells, Q.PEAK DUO XL-G10 485 (485W)	257 (124.6 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	13-16	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 7	Carport	Landscape (Horizontal)	3°	214.1806°	0.1 ft	1x1	257	257	124.6 kW

📍 Detailed Layout



9th & Main CCDC Parking Decks, 848 W. Main St Boise, ID 83702

☑ Shading Heatmap



☐ Shading by Field Segment

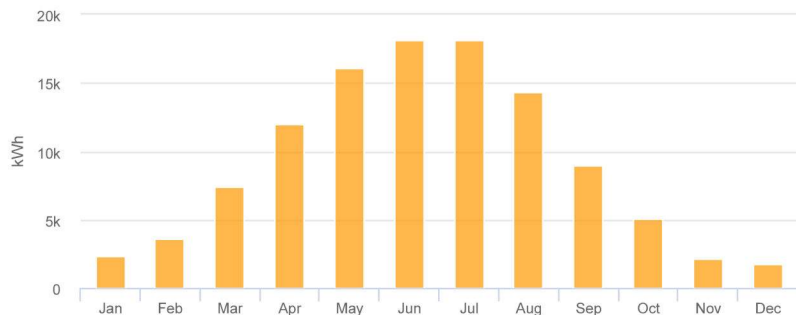
Description	Tilt	Azimuth	Modules	Nameplate	Shaded Irradiance	AC Energy	TOF ²	Solar Access	Avg TSRF ²
Field Segment 7	3.0°	214.2°	257	124.6 kWp	1,171.4kWh/m ²	110.2 MWh ¹	85.8%	67.2%	57.7%
Totals, weighted by kWp			257	124.6 kWp	1,171.4kWh/m ²	110.2 MWh	85.8%	67.2%	57.7%

¹ approximate, varies based on inverter performance² based on location Optimal POA Irradiance of 2,031.7kWh/m² at 38.3° tilt and 182.9° azimuth

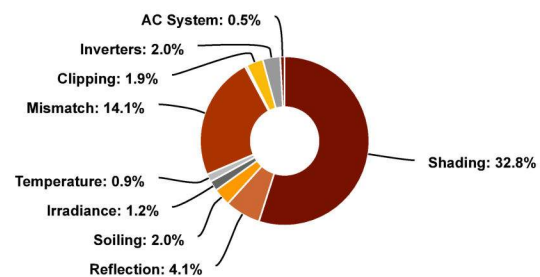
☐ Solar Access by Month

Description	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Field Segment 7	48%	51%	58%	71%	76%	81%	79%	71%	58%	49%	43%	42%
Solar Access, weighted by kWp	48.2%	50.6%	58.1%	70.7%	76.5%	81.0%	79.2%	70.7%	57.9%	48.7%	43.4%	42.3%
AC Power (kWh)	2,373.7	3,609.9	7,381.0	11,972.7	16,119.9	18,162.6	18,127.6	14,388.1	8,985.3	5,086.7	2,162.0	1,801.2

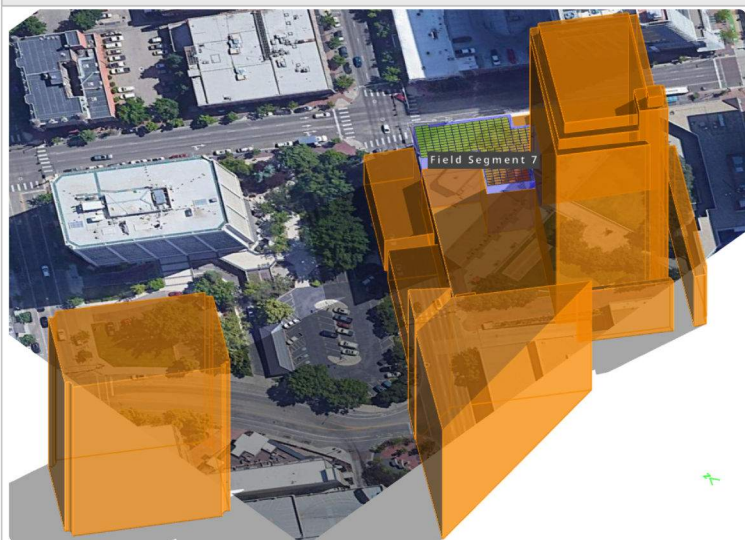
Monthly Production



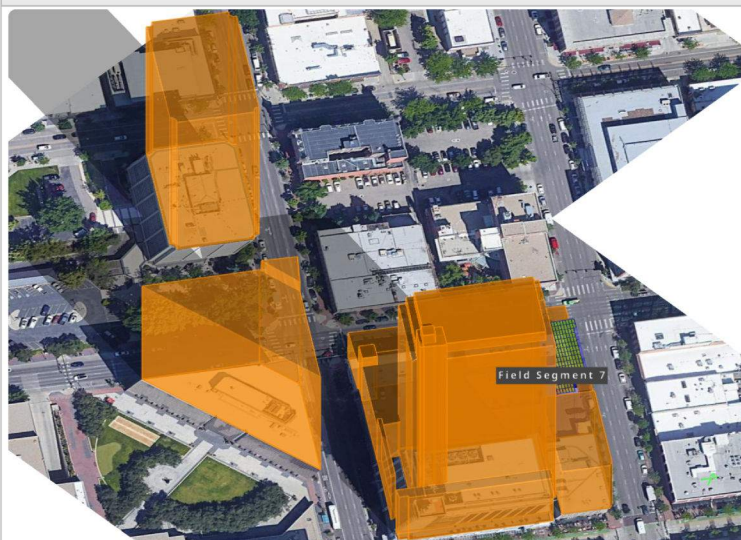
Sources of System Loss



Southwestern Angle



Southeastern Angle



Capitol & Main

CCDC Parking Decks, 770 W. Main St Boise, ID 83702

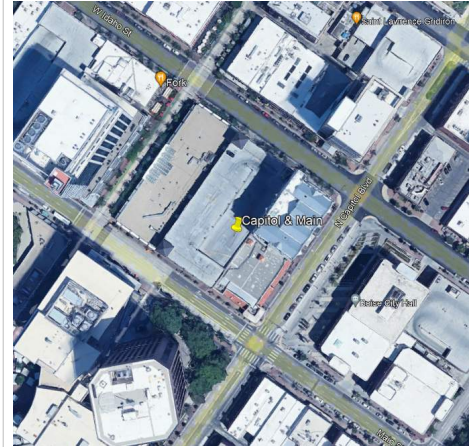
Report

Project Name	CCDC Parking Decks
Project Address	770 W. Main St Boise, ID 83702
Prepared By	Chris Hanna chris.hanna@kimley-horn.com

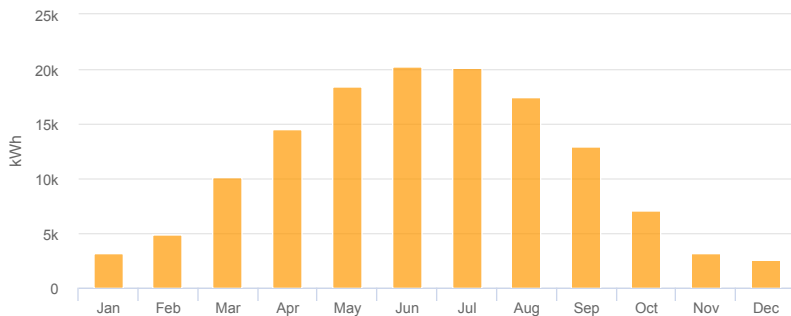
System Metrics

Design	Capitol & Main
Module DC Nameplate	123.7 kW
Inverter AC Nameplate	100.0 kW Load Ratio: 1.24
Annual Production	134.8 MWh
Performance Ratio	65.1%
kWh/kWp	1,089.6
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)
Simulator Version	cd847aacab-f45d392361-f0c35c674c-362816ba61

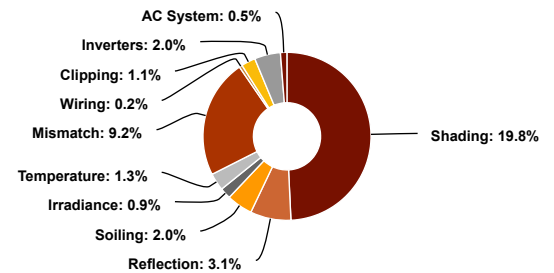
Project Location



Monthly Production



Sources of System Loss



⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,706.2	
	POA Irradiance	1,673.6	-1.9%
	Shaded Irradiance	1,342.9	-19.8%
	Irradiance after Reflection	1,300.7	-3.1%
	Irradiance after Soiling	1,274.7	-2.0%
	Total Collector Irradiance	1,274.9	0.0%
Energy (kWh)	Nameplate	157,675.8	
	Output at Irradiance Levels	156,325.8	-0.9%
	Output at Cell Temperature Derate	154,233.1	-1.3%
	Output After Mismatch	140,076.6	-9.2%
	Optimal DC Output	139,740.3	-0.2%
	Constrained DC Output	138,204.4	-1.1%
	Inverter Output	135,435.4	-2.0%
	Energy to Grid	134,758.2	-0.5%
Temperature Metrics			
Avg. Operating Ambient Temp		10.2 °C	
Avg. Operating Cell Temp		16.9 °C	
Simulation Metrics			
		Operating Hours	4679
		Solved Hours	4679

☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
	East-West	-3.56		-0.075		3°C						
	Carport	-3.56		-0.075		3°C						
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle							Backtracking				
	60°							Enabled				
Module Characterizations	Module					Uploaded By		Characterization				
	Q.PEAK DUO XL-G10 485 (Qcells)					HelioScope		Spec Sheet Characterization, PAN				
Component Characterizations	Device					Uploaded By		Characterization				
	PVI 50TL (Solectria)					HelioScope		Spec Sheet				

📦 Components		
Component	Name	Count
Inverters	PVI 50TL (Solectria)	2 (100.0 kW)
Strings	10 AWG (Copper)	17 (1,009.7 ft)
Module	Qcells, Q.PEAK DUO XL-G10 485 (485W)	255 (123.7 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	13-16	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 6	Carport	Landscape (Horizontal)	3°	305.42914°	0.1 ft	1x1	255	255	123.7 kW

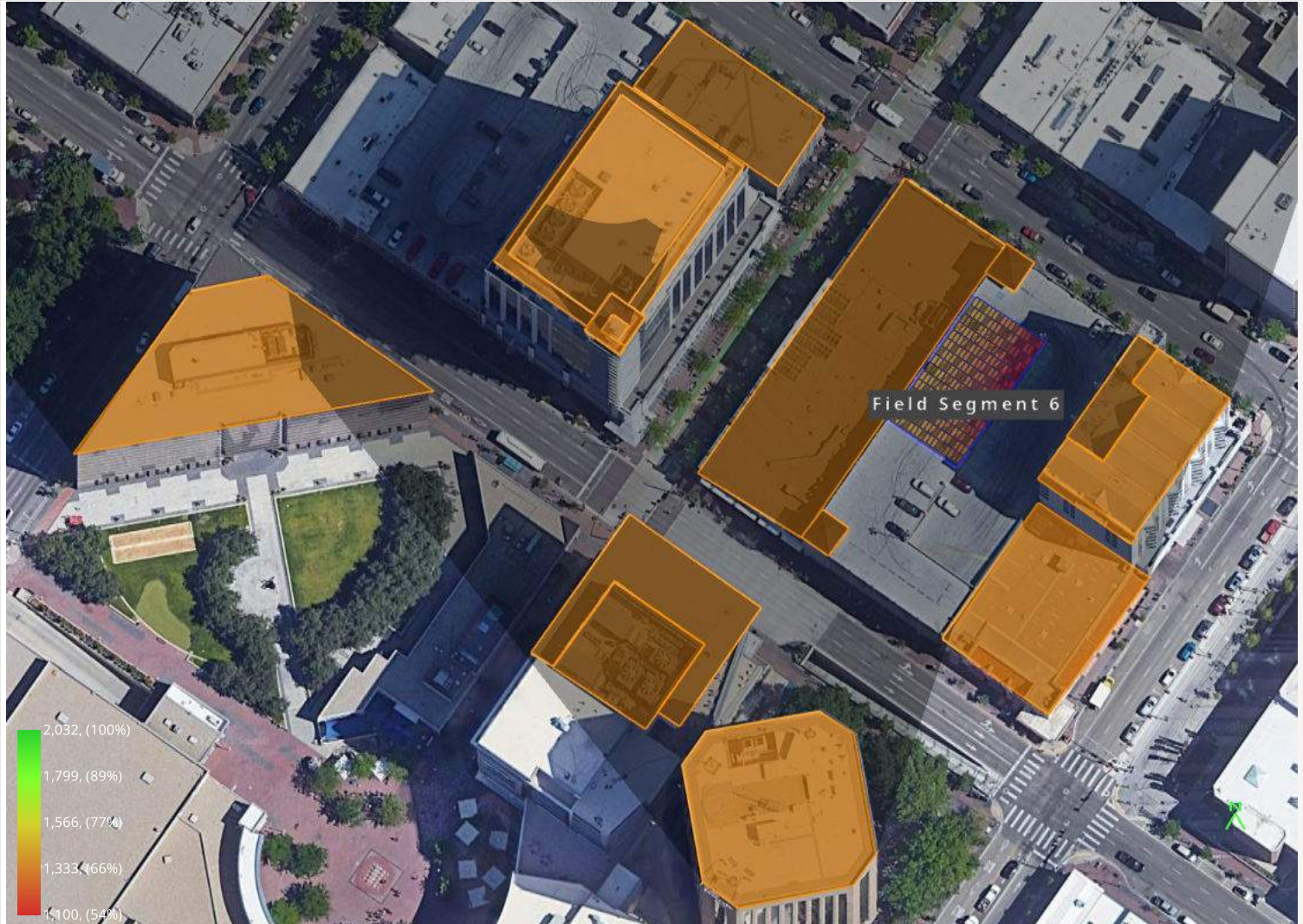
Detailed Layout



Capitol & Main

CCDC Parking Decks, 770 W. Main St Boise, ID 83702

Shading Heatmap



Shading by Field Segment

Description	Tilt	Azimuth	Modules	Nameplate	Shaded Irradiance	AC Energy	TOF ²	Solar Access	Avg TSRF ²
Field Segment 6	3.0°	305.4°	255	123.7 kWp	1,342.9kWh/m ²	134.8 MWh ¹	82.4%	80.2%	66.1%
Totals, weighted by kWp			255	123.7 kWp	1,342.9kWh/m ²	134.8 MWh	82.4%	80.2%	66.1%

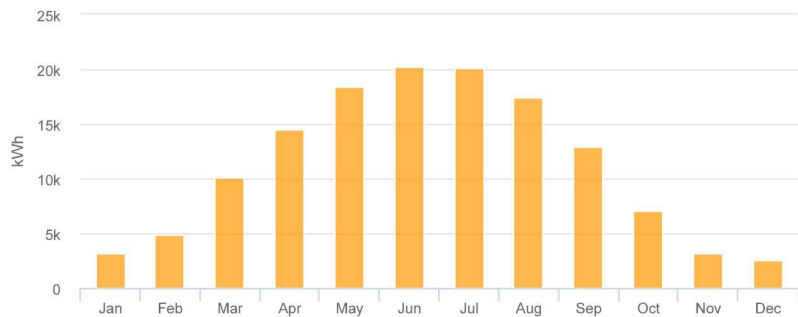
¹ approximate, varies based on inverter performance

² based on location Optimal POA Irradiance of 2,031.7kWh/m² at 38.3° tilt and 182.9° azimuth

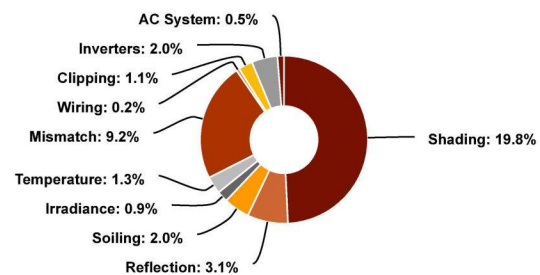
Solar Access by Month

Description	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Field Segment 6	71%	72%	79%	82%	83%	85%	84%	81%	80%	72%	66%	68%
Solar Access, weighted by kWp	70.8%	72.0%	78.7%	82.1%	83.4%	85.3%	83.9%	81.5%	80.3%	71.7%	66.4%	67.9%
AC Power (kWh)	3,192.5	4,853.5	10,083.0	14,568.4	18,447.4	20,256.5	20,136.1	17,441.5	12,932.7	7,047.0	3,193.8	2,605.9

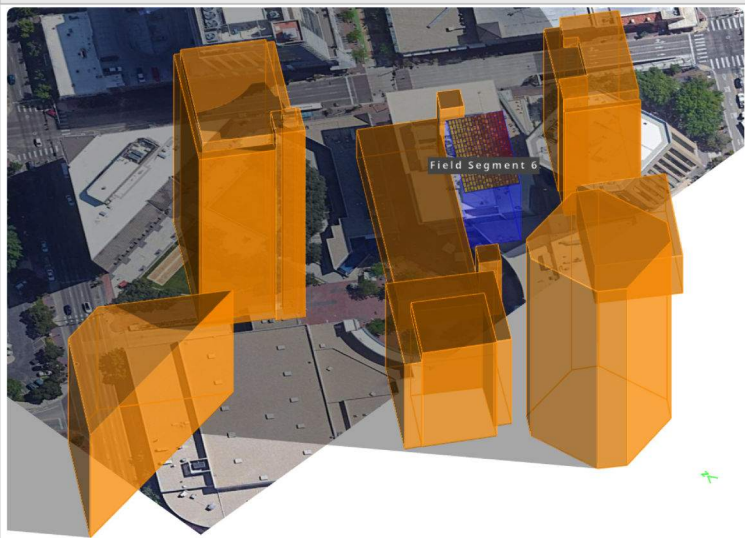
Monthly Production



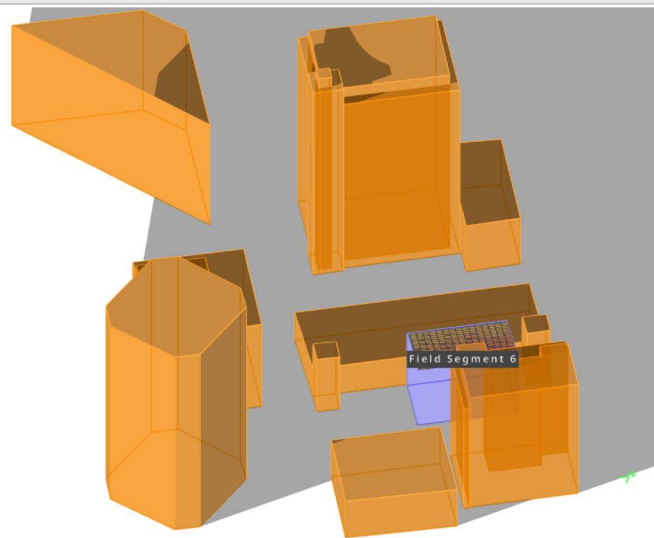
Sources of System Loss



Southwestern Angle



Southeastern Angle



Capitol & Myrtle (Shade Update) CCDC Parking Decks, 445 S. Capitol Blvd. Boise, ID 83702

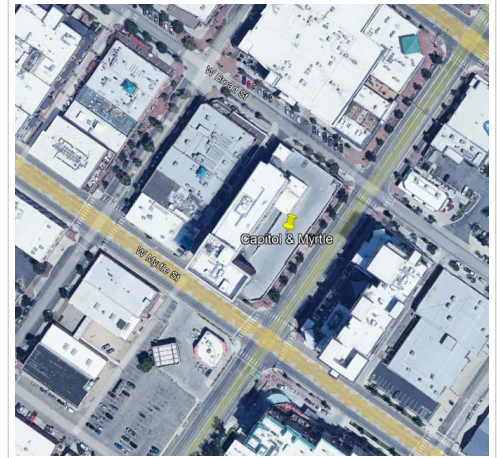
Report

Project Name	CCDC Parking Decks
Project Address	445 S. Capitol Blvd. Boise, ID 83702
Prepared By	Chris Hanna chris.hanna@kimley-horn.com

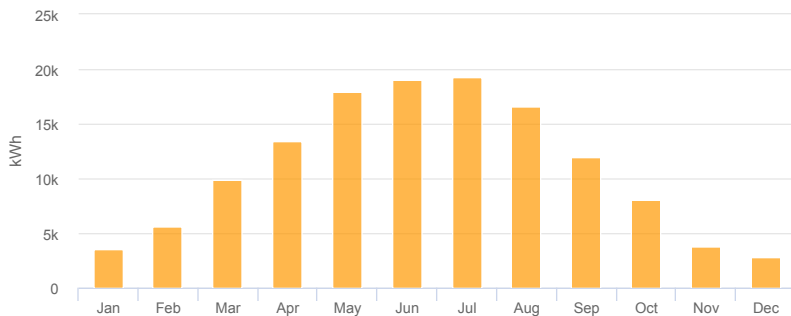
System Metrics

Design	Capitol & Myrtle (Shade Update)
Module DC Nameplate	122.2 kW
Inverter AC Nameplate	100.0 kW Load Ratio: 1.22
Annual Production	131.7 MWh
Performance Ratio	64.4%
kWh/kWp	1,077.9
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)
Simulator Version	cd847aacab-f45d392361-f0c35c674c-362816ba61

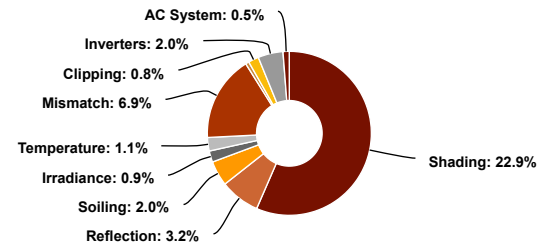
Project Location



Monthly Production



Sources of System Loss



⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,706.2	
	POA Irradiance	1,673.8	-1.9%
	Shaded Irradiance	1,290.2	-22.9%
	Irradiance after Reflection	1,249.1	-3.2%
	Irradiance after Soiling	1,224.1	-2.0%
	Total Collector Irradiance	1,224.0	0.0%
Energy (kWh)	Nameplate	149,608.9	
	Output at Irradiance Levels	148,264.1	-0.9%
	Output at Cell Temperature Derate	146,669.9	-1.1%
	Output After Mismatch	136,618.6	-6.9%
	Optimal DC Output	136,237.8	-0.3%
	Constrained DC Output	135,106.6	-0.8%
	Inverter Output	132,402.6	-2.0%
	Energy to Grid	131,740.6	-0.5%
Temperature Metrics			
Avg. Operating Ambient Temp		10.2 °C	
Avg. Operating Cell Temp		16.7 °C	
Simulation Metrics			
		Operating Hours	4679
		Solved Hours	4679

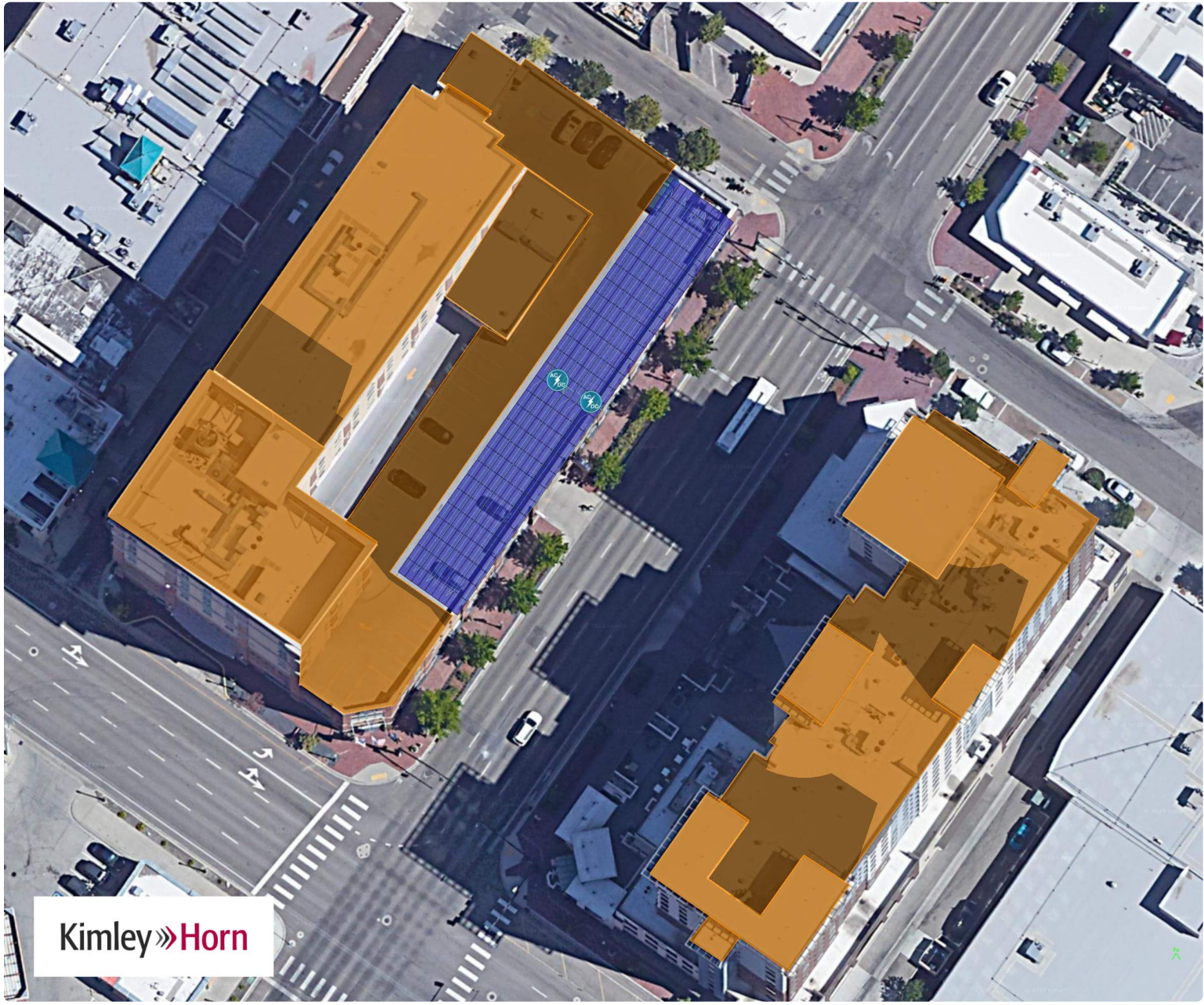
☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
	East-West	-3.56		-0.075		3°C						
	Carport	-3.56		-0.075		3°C						
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle							Backtracking				
	60°							Enabled				
Module Characterizations	Module					Uploaded By		Characterization				
	Q.PEAK DUO XL-G10 485 (Qcells)					HelioScope		Spec Sheet Characterization, PAN				
Component Characterizations	Device					Uploaded By		Characterization				
	PVI 50TL (Solectria)					HelioScope		Spec Sheet				

📦 Components		
Component	Name	Count
Inverters	PVI 50TL (Solectria)	2 (100.0 kW)
Strings	10 AWG (Copper)	18 (1,997.2 ft)
Module	Qcells, Q.PEAK DUO XL-G10 485 (485W)	252 (122.2 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	13-16	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 2	Carport	Landscape (Horizontal)	3°	305.09943°	0.1 ft	1x1	252	252	122.2 kW

Detailed Layout



Capitol & Myrtle (Shade Update) CCDC Parking Decks, 445 S. Capitol Blvd. Boise, ID 83702

☑ Shading Heatmap



☐ Shading by Field Segment

Description	Tilt	Azimuth	Modules	Nameplate	Shaded Irradiance	AC Energy	TOF ²	Solar Access	Avg TSRF ²
Field Segment 2	3.0°	305.1°	252	122.2 kWp	1,290.2kWh/m ²	131.7 MWh ¹	82.4%	77.1%	63.5%
Totals, weighted by kWp			252	122.2 kWp	1,290.2kWh/m ²	131.7 MWh	82.4%	77.1%	63.5%

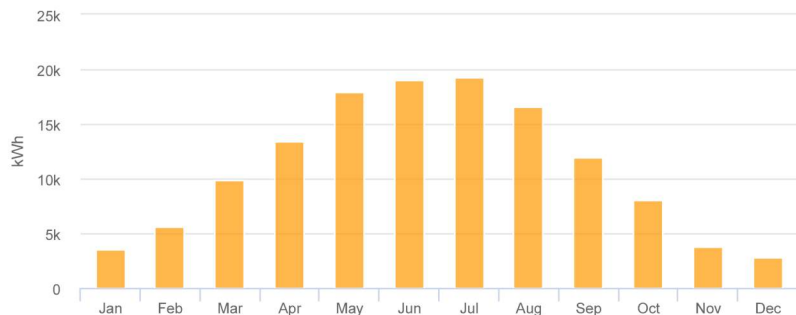
¹ approximate, varies based on inverter performance

² based on location Optimal POA Irradiance of 2,031.7kWh/m² at 38.3° tilt and 182.9° azimuth

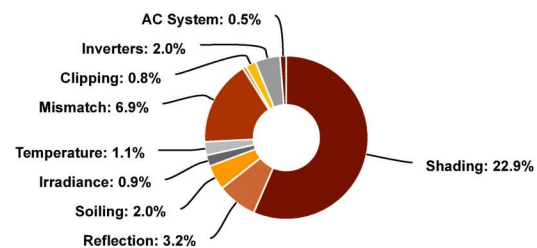
☐ Solar Access by Month

Description	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Field Segment 2	74%	75%	76%	76%	79%	79%	78%	77%	76%	74%	73%	71%
Solar Access, weighted by kWp	74.3%	75.0%	75.9%	76.4%	79.3%	79.4%	78.5%	77.2%	76.3%	74.5%	73.4%	70.7%
AC Power (kWh)	3,538.6	5,605.5	9,835.3	13,422.7	17,920.1	19,056.0	19,252.5	16,625.4	11,891.7	8,009.2	3,772.7	2,810.9

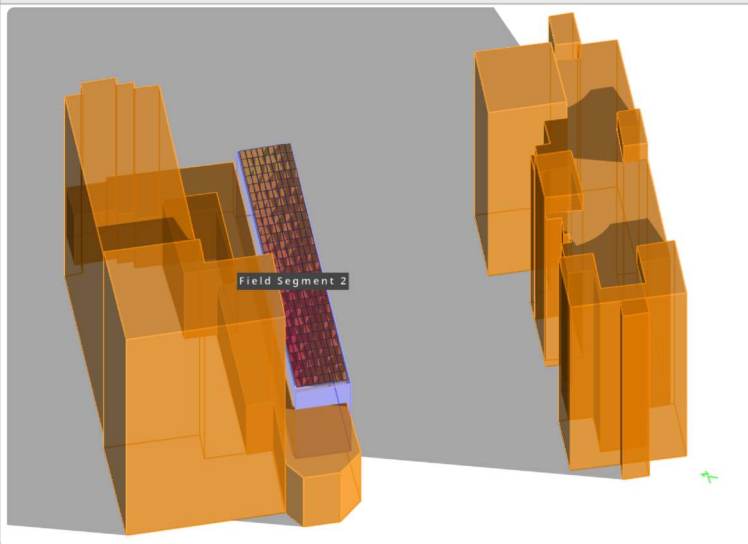
Monthly Production



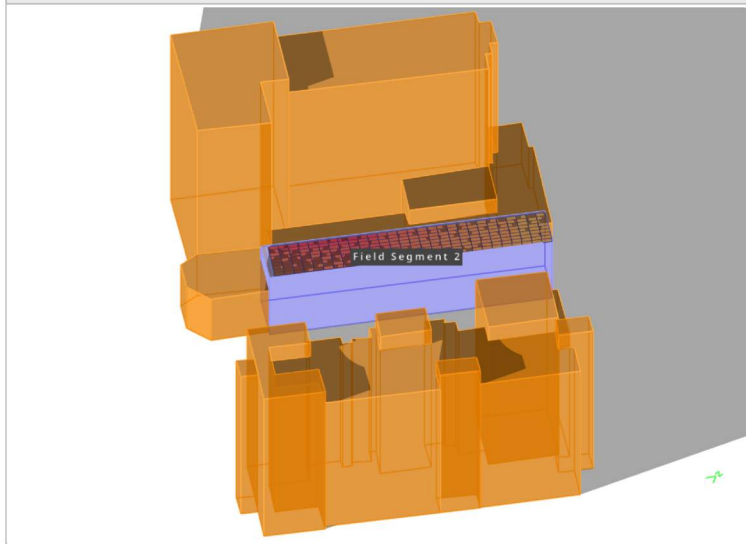
Sources of System Loss



Southwestern Angle



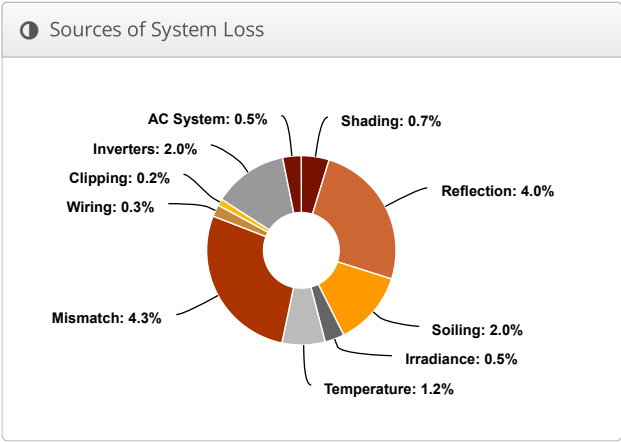
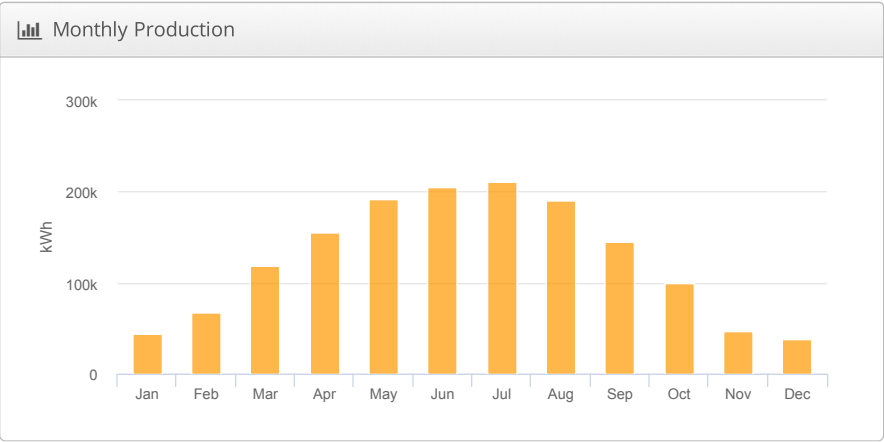
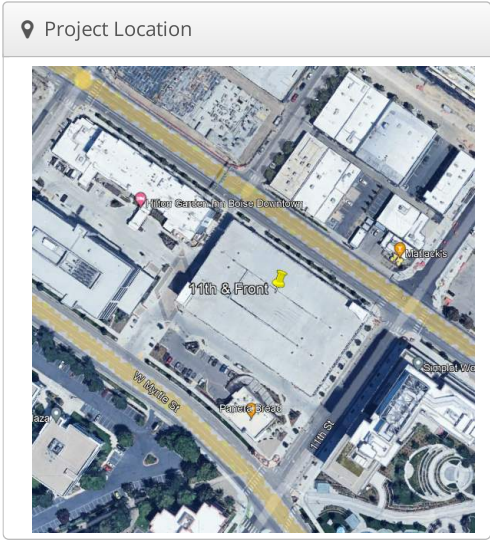
Southeastern Angle



11th & Front (Max Out) CCDC Parking Decks, 1101 W. Front St Boise, ID 83702

Report	
Project Name	CCDC Parking Decks
Project Address	1101 W. Front St Boise, ID 83702
Prepared By	Julianna Murphy julianna.murphy@kimley-horn.com

System Metrics	
Design	11th & Front (Max Out)
Module DC Nameplate	1.02 MW
Inverter AC Nameplate	850.0 kW Load Ratio: 1.20
Annual Production	1,510 GWh
Performance Ratio	85.3%
kWh/kWp	1,475.5
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)
Simulator Version	8c317d60f1-8636fc74a1-f51ac9cbc4-cb17151000



⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,706.2	
	POA Irradiance	1,730.7	1.4%
	Shaded Irradiance	1,717.7	-0.7%
	Irradiance after Reflection	1,649.8	-4.0%
	Irradiance after Soiling	1,616.8	-2.0%
	Total Collector Irradiance	1,616.7	0.0%
Energy (kWh)	Nameplate	1,654,673.6	
	Output at Irradiance Levels	1,646,057.9	-0.5%
	Output at Cell Temperature Derate	1,627,018.8	-1.2%
	Output After Mismatch	1,556,404.8	-4.3%
	Optimal DC Output	1,551,415.8	-0.3%
	Constrained DC Output	1,548,612.5	-0.2%
	Inverter Output	1,517,585.8	-2.0%
	Energy to Grid	1,509,997.8	-0.5%
Temperature Metrics			
Avg. Operating Ambient Temp		10.2 °C	
Avg. Operating Cell Temp		18.7 °C	
Simulation Metrics			
		Operating Hours	4679
		Solved Hours	4679

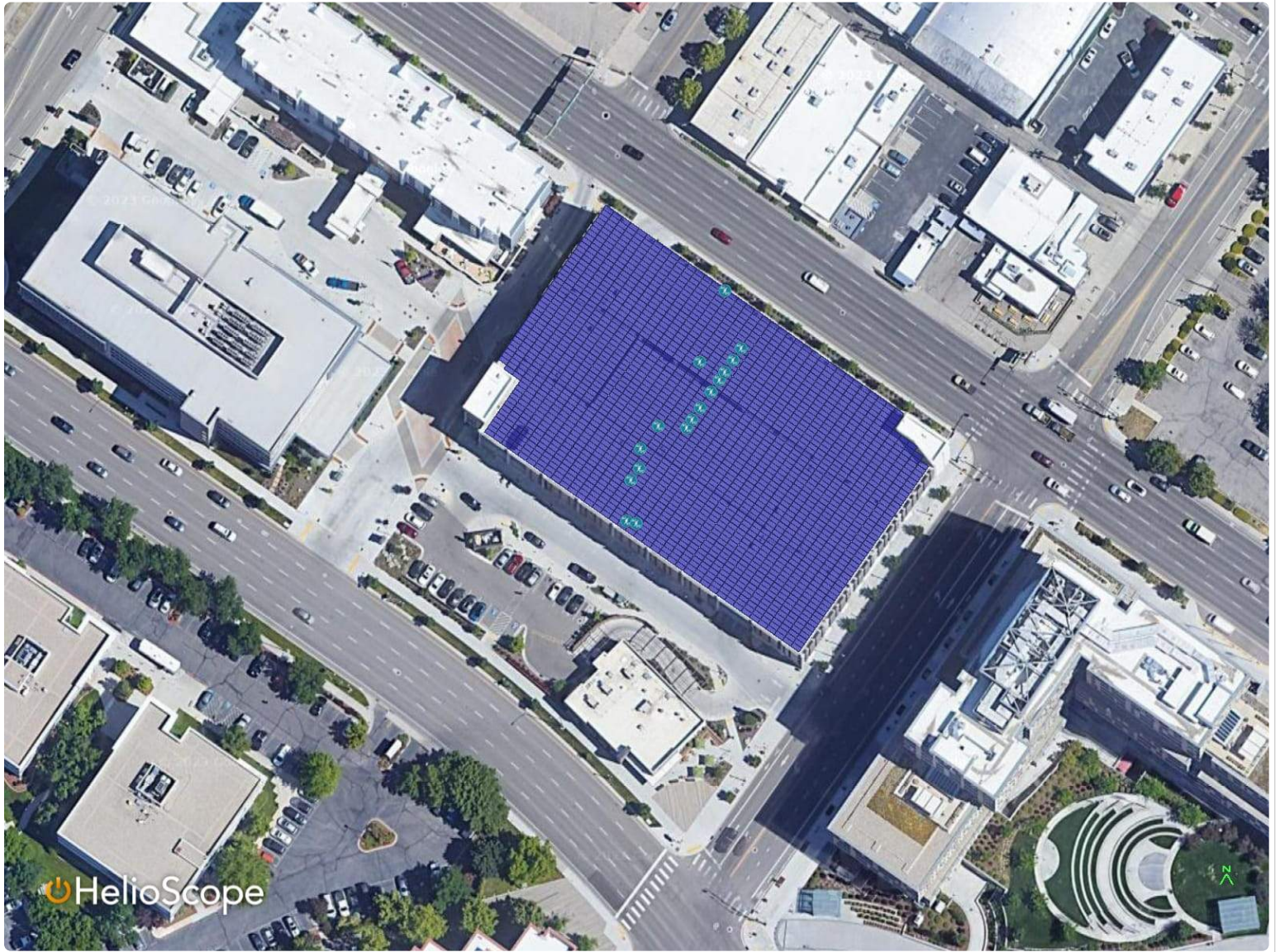
☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (43.65,-116.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
	East-West	-3.56		-0.075		3°C						
	Carport	-3.56		-0.075		3°C						
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle							Backtracking				
	60°							Enabled				
Module Characterizations	Module					Uploaded By		Characterization				
	Q.PEAK DUO XL-G10 485 (Qcells)					HelioScope		Spec Sheet Characterization, PAN				
Component Characterizations	Device					Uploaded By		Characterization				
	PVI 50TL (Solectria)					HelioScope		Spec Sheet				

📦 Components		
Component	Name	Count
Inverters	PVI 50TL (Solectria)	17 (850.0 kW)
Strings	10 AWG (Copper)	136 (21,855.7 ft)
Module	Qcells, Q.PEAK DUO XL-G10 485 (485W)	2,110 (1.02 MW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	13-16	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 4	Carport	Landscape (Horizontal)	2°	214.9714°	0.1 ft	1x1	2,110	2,110	1.02 MW

 Detailed Layout



11th & Front (Max Out) CCDC Parking Decks, 1101 W. Front St Boise, ID 83702

☑ Shading Heatmap



☐ Shading by Field Segment

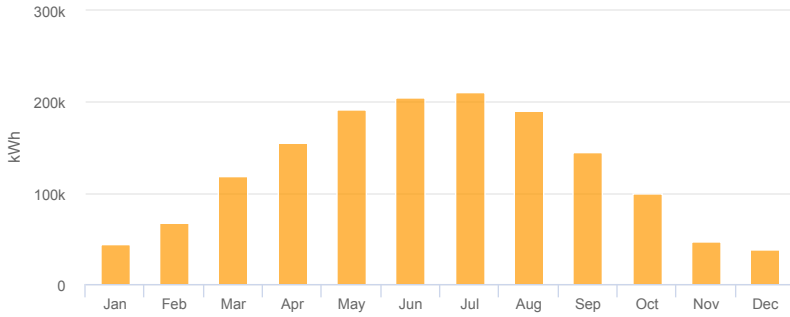
Description	Tilt	Azimuth	Modules	Nameplate	Shaded Irradiance	AC Energy	TOF ²	Solar Access	Avg TSRF ²
Field Segment 4	2.0°	215.0°	2,110	1.02 MWp	1,717.7kWh/m ²	1.51 GWh ¹	85.2%	99.3%	84.5%
Totals, weighted by kWp			2,110	1.02 MWp	1,717.7kWh/m²	1.51 GWh	85.2%	99.3%	84.5%

¹ approximate, varies based on inverter performance
² based on location Optimal POA Irradiance of 2,031.7kWh/m² at 38.3° tilt and 182.9° azimuth

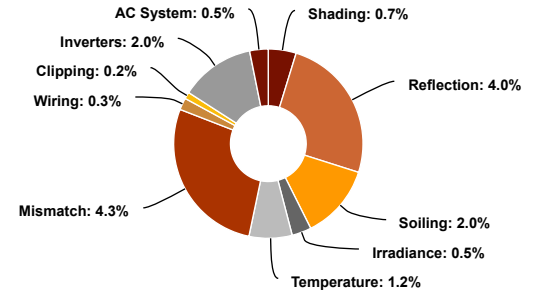
☐ Solar Access by Month

Description	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Field Segment 4	98%	98%	99%	100%	100%	100%	100%	100%	99%	98%	97%	96%
Solar Access, weighted by kWp	97.5%	98.0%	99.1%	99.6%	99.8%	99.8%	99.9%	99.8%	99.3%	98.3%	96.6%	96.0%
AC Power (kWh)	43,510.6	67,627.9	117,973.2	154,390.6	192,282.5	204,492.3	210,440.1	189,596.3	144,332.1	100,050.1	47,284.9	38,017.1

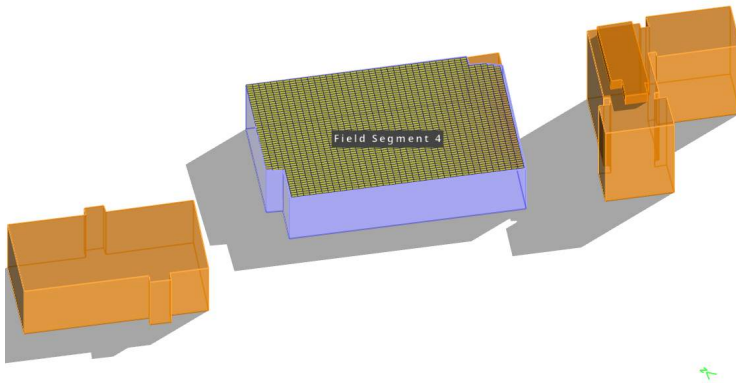
Monthly Production



Sources of System Loss



Southwestern Angle





APPENDIX D: PROJECT FINANCIAL EVALUATION



9th & Front

Prepared For
Capital City Development Corp
(CCDC)

1/15/2024

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1 Project Summary

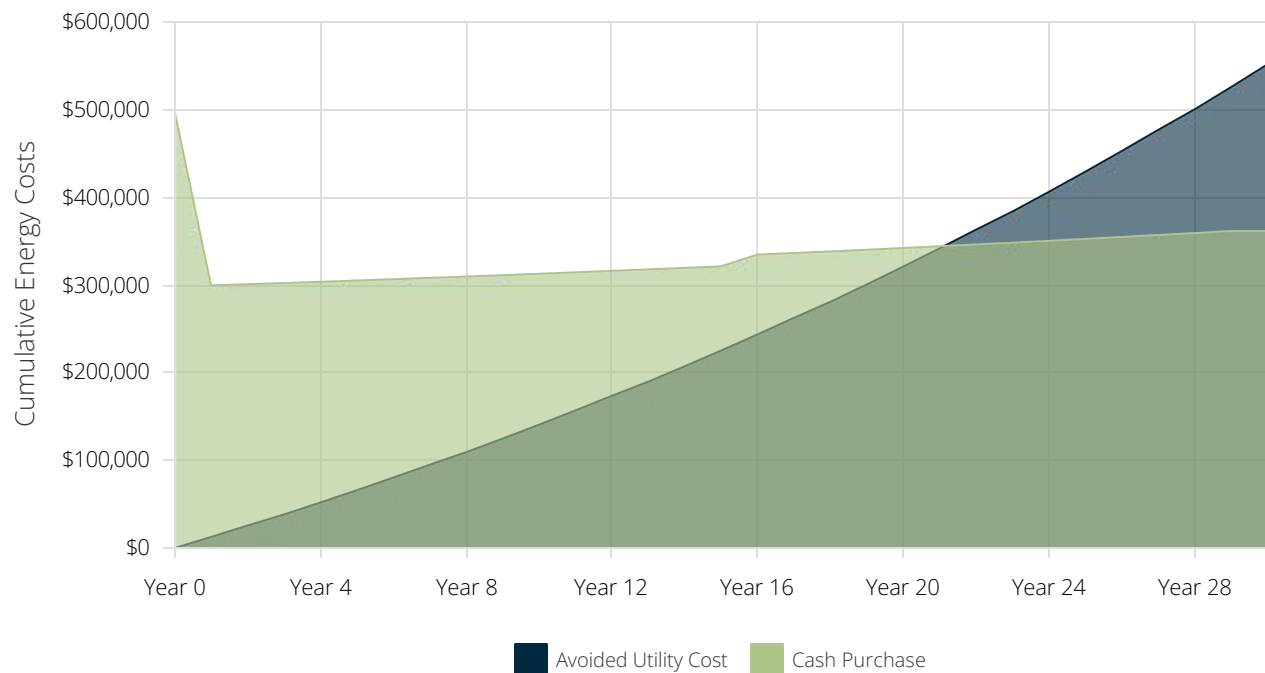
Payment Options	Cash Purchase
IRR - Term	2.9%
LCOE PV Generation	\$0.060 /kWh
Net Present Value	(\$20,719)
Payback Period	21.1 Years
Total Payments	\$494,700
Total Incentives	\$197,880
Net Payments	\$296,820
Electric Bill Savings - Term	\$551,301
Upfront Payment	\$494,700

Combined Solar PV Rating

Power Rating: 123,675 W-DC

Power Rating: 115,257 W-AC-CEC

Cumulative Energy Costs By Payment Option



2.1.1 PV System Details

General Information

Facility: 9th & Front
Address: 312 S 9th St Boise ID 83702

Solar PV Equipment Description

Solar Panels: (255) Qcells Q.PEAK DUO XL-G10 485
Inverters: (2) Sollectria PVI 50TL

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
Inverters: 15 Years

Solar PV System Cost and Incentives

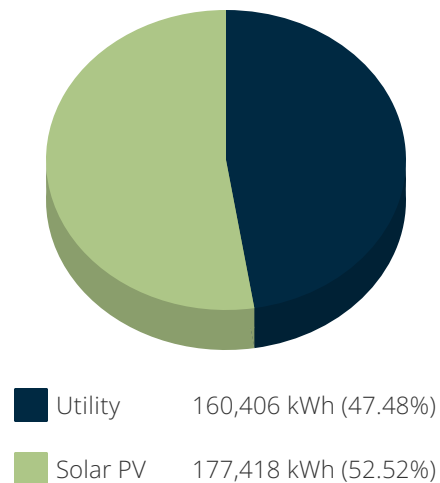
Solar PV System Cost	\$494,700
Direct Pay ITC	-\$197,880
Net Solar PV System Cost	\$296,820

Solar PV System Rating

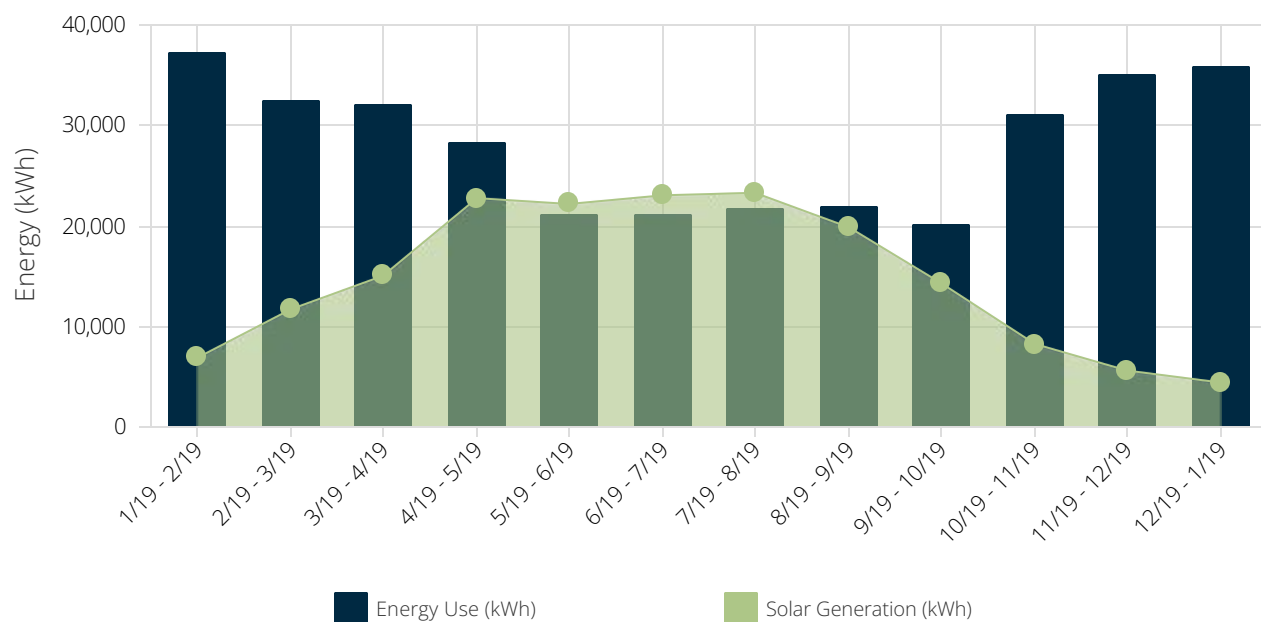
Power Rating: 123,675 W-DC
Power Rating: 115,257 W-AC-CEC

Energy Consumption Mix

Annual Energy Use: 337,824 kWh



Monthly Energy Use vs Solar Generation



2.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

Direct Pay, Investment Tax Credit (ITC) - 30% (with Adders)

The Inflation Reduction Act (IRA) of 2022 contains a "direct pay" provision that enables certain tax-exempt customers, including state and local government, to receive a direct cash payment in lieu of an investment tax credit (ITC). Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the IRA established prevailing wage and apprenticeship requirements in order to qualify for the full 30% "increased rate", rather than a 6% "base rate". The IRA states that direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas. These entities may take direct pay for solar and storage in the ITC and PTC as well as the ITC/PTC when tech neutral starts after 2025. In addition to the 30% ITC, the IRA establishes three different types of ITC "Adders", which provide additional tax credits of up to 10% each, for projects that meet specified requirements. (1) Energy Community, projects sited in an "energy community", which includes brownfield sites, census tracts where a coal mine closed after 1999 or a coal-fired power plant was retired after 2009, or areas where 25% of local tax revenues are related to the extraction, processing or storage of coal, oil, or natural gas at any time beginning in 2010. (2) Low-income, projects located in a qualified "low-income community", which is defined as a census tract with a poverty rate of at least 20%, as well as a census tract where the median family income (MFI) is 80% or less of statewide MFI, or on "Indian land", which is defined as land located within the boundaries of an Indian reservation or lands held by a tribe. (3) Domestic Content, for projects that meet specified domestic content requirements which will be set by Treasury, including 100% steel/iron for manufactured products with a 40% requirement through 2024 followed by 45% in 2025, 50% in 2026, and 55% in 2027 and beyond. Manufactured content is further explained: the products which are components of a qualified facility upon completion will be deemed to have been produced in the United States if the adjusted percentage of the total costs of all such manufactured products of the facility are attributable to manufactured products which are mined, produced, or manufactured in the United States.

Total Incentive Value: \$197,880

A 40% DIRECT PAY WAS ASSUMED FOR THE PURPOSES OF THIS FEASIBILITY STUDY. 30% DIRECT PAY OF THE INFLATION REDUCTION ACT UTILIZED + A 10% ADDER OF DOMESTIC CONTENT. ENERGY GENERATION AND FINANCIAL ANALYSES ASSUMED DOMESTICALLY PRODUCED STEEL, PV PANELS, ETC.

2.1.3 Utility Rates

The table below shows the rates associated with your current utility rate schedule (9 - Proposed ID Power Change). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges				Demand Charges			
Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change
S - ExOP	Flat Rate	per billing period	\$16.50	S - ExOP	T < 2,000 kw	Import	\$0.12944	S - ExOP	20 kw < T	Import	\$6.25
S - ExP	Flat Rate	per billing period	\$16.50	S - ExOP	2,000 kw < T	Import	\$0.07116	S - ExP	20 kw < T	Import	\$6.25
NS - ExP	Flat Rate	per billing period	\$16.50	S - ExP	T < 2,000 kw	Import	\$0.12944	NS - ExP	20 kw < T	Import	\$4.59
NS - ExOP	Flat Rate	per billing period	\$16.50	S - ExP	2,000 kw < T	Import	\$0.07116	NS - ExOP	20 kw < T	Import	\$4.59
				NS - ExP	T < 2,000 kw	Import	\$0.11861	S - ExOP	20 kw < T	Import	\$1.06
				NS - ExP	2,000 kw < T	Import	\$0.0665	S - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	T < 2,000 kw	Import	\$0.11861	NS - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	2,000 kw < T	Import	\$0.0665	NS - ExOP	20 kw < T	Import	\$1.06

2.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	37,126	66	\$17	\$0	\$2,573	\$260	\$2,849
2/19/2023 - 3/19/2023 NS - ExOP	32,497	67	\$17	\$0	\$2,265	\$266	\$2,547
3/19/2023 - 4/19/2023 NS - ExOP	32,079	58	\$17	\$0	\$2,237	\$215	\$2,469
4/19/2023 - 5/19/2023 NS - ExOP	28,251	65	\$17	\$0	\$1,983	\$254	\$2,254
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	21,045	44	\$17	\$0	\$1,677	\$183	\$1,877
6/19/2023 - 7/19/2023 S - ExP	21,174	44	\$17	\$0	\$1,623	\$224	\$1,864
7/19/2023 - 8/19/2023 S - ExP	21,600	48	\$17	\$0	\$1,654	\$249	\$1,919
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	21,900	61	\$17	\$0	\$1,721	\$263	\$2,000
9/19/2022 - 10/19/2022 NS - ExOP	20,147	45	\$17	\$0	\$1,444	\$141	\$1,602
10/19/2022 - 11/19/2022 NS - ExOP	31,040	90	\$17	\$0	\$2,168	\$395	\$2,580
11/19/2022 - 12/19/2022 NS - ExOP	35,120	67	\$17	\$0	\$2,440	\$266	\$2,722
12/19/2022 - 1/19/2023 NS - ExOP	35,845	69	\$17	\$0	\$2,488	\$277	\$2,781
Total	337,824	-	\$198	-	\$24,272	\$2,993	\$27,463

2.1.5 New Electric Bill

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	30,258	66	\$17	\$0	\$2,123	\$260	\$2,399
2/19/2023 - 3/19/2023 NS - ExOP	20,780	67	\$17	\$0	\$1,529	\$266	\$1,811
3/19/2023 - 4/19/2023 NS - ExOP	17,032	55	\$17	\$0	\$1,309	\$198	\$1,524
4/19/2023 - 5/19/2023 NS - ExOP	5,481	58	\$17	\$0	\$659	\$215	\$890
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	-1,146	39	\$17	\$0	\$249	\$152	\$418
6/19/2023 - 7/19/2023 S - ExP	-1,878	38	\$17	\$0	\$361	\$187	\$158
7/19/2023 - 8/19/2023 S - ExP	-1,701	41	\$17	\$0	\$364	\$206	\$142
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	2,039	44	\$17	\$0	\$327	\$166	\$510
9/19/2022 - 10/19/2022 NS - ExOP	5,826	45	\$17	\$0	\$624	\$141	\$782
10/19/2022 - 11/19/2022 NS - ExOP	22,786	90	\$17	\$0	\$1,650	\$395	\$2,062
11/19/2022 - 12/19/2022 NS - ExOP	29,503	67	\$17	\$0	\$2,067	\$266	\$2,349
12/19/2022 - 1/19/2023 NS - ExOP	31,428	69	\$17	\$0	\$2,196	\$277	\$2,489
Total	160,408	-	\$198	-	\$12,009	\$2,728	\$14,935

Annual Electricity Savings: \$12,529

3.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	2.9%	Net Present Value	(\$20,719)	Payback Period	21.1 Years
ROI	38.3%	PV Degradation Rate	0.45%	Discount Rate	3.4%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$494,700				

Years	Project Costs	O&M / Equipment Replacement	Direct Pay ITC	Electric Bill Savings	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$494,700	-\$1,311	-	-	-\$496,011	-\$496,011
1	-	-\$1,337	\$197,880	\$12,529	\$209,072	-\$286,939
2	-	-\$1,364	-	\$12,846	\$11,483	-\$275,457
3	-	-\$1,391	-	\$13,172	\$11,781	-\$263,676
4	-	-\$1,419	-	\$13,506	\$12,087	-\$251,589
5	-	-\$1,447	-	\$13,847	\$12,400	-\$239,190
6	-	-\$1,476	-	\$14,197	\$12,721	-\$226,469
7	-	-\$1,506	-	\$14,556	\$13,050	-\$213,418
8	-	-\$1,536	-	\$14,923	\$13,387	-\$200,031
9	-	-\$1,567	-	\$15,300	\$13,733	-\$186,298
10	-	-\$1,598	-	\$15,685	\$14,087	-\$172,211
11	-	-\$1,630	-	\$16,080	\$14,450	-\$157,761
12	-	-\$1,663	-	\$16,484	\$14,822	-\$142,940
13	-	-\$1,696	-	\$16,898	\$15,202	-\$127,737
14	-	-\$1,730	-	\$17,322	\$15,593	-\$112,145
15	-	-\$1,764	-	\$17,757	\$15,992	-\$96,152
16	-	-\$13,300	-	\$18,202	\$4,902	-\$91,250
17	-	-\$1,836	-	\$18,657	\$16,822	-\$74,429
18	-	-\$1,872	-	\$19,124	\$17,251	-\$57,177
19	-	-\$1,910	-	\$19,602	\$17,692	-\$39,485
20	-	-\$1,948	-	\$20,091	\$18,143	-\$21,343
21	-	-\$1,987	-	\$20,592	\$18,605	-\$2,738
22	-	-\$2,027	-	\$21,105	\$19,078	\$16,340
23	-	-\$2,067	-	\$21,630	\$19,562	\$35,902
24	-	-\$2,109	-	\$22,167	\$20,059	\$55,961
25	-	-\$2,151	-	\$22,718	\$20,567	\$76,528
26	-	-\$2,194	-	\$23,281	\$21,087	\$97,615
27	-	-\$2,238	-	\$23,858	\$21,620	\$119,236
28	-	-\$2,282	-	\$24,448	\$22,166	\$141,402
29	-	-\$2,328	-	\$25,053	\$22,725	\$164,127
30	-	-	-	\$25,672	\$25,672	\$189,798
Totals:	-\$494,700	-\$64,683	\$197,880	\$551,301	\$189,798	-



10th & Front

Prepared For
Capital City Development Corp
(CCDC)

1/15/2024

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3 Cash Flow Analysis	8
3.1 Cash Purchase	8

1 Project Summary

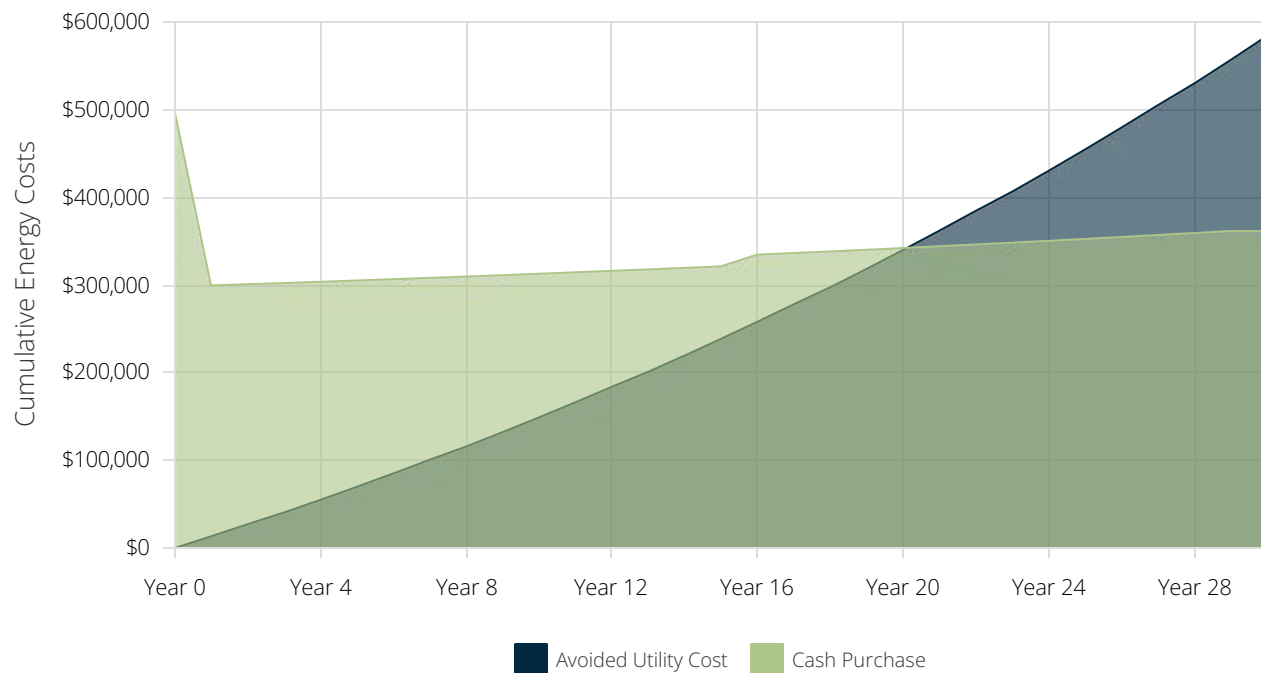
Payment Options	Cash Purchase
IRR - Term	3.4%
LCOE PV Generation	\$0.059 /kWh
Net Present Value	(\$1,569)
Payback Period	20.1 Years
Total Payments	\$494,700
Total Incentives	\$197,880
Net Payments	\$296,820
Electric Bill Savings - Term	\$584,105
Upfront Payment	\$494,700

Combined Solar PV Rating

Power Rating: 123,675 W-DC

Power Rating: 115,257 W-AC-CEC

Cumulative Energy Costs By Payment Option



2.1.1 PV System Details

General Information

Facility: 10 & Front
Address: 234 S 10th St Boise ID 83702

Solar PV Equipment Description

Solar Panels: (255) Qcells Q.PEAK DUO XL-G10 485
Inverters: (2) Solectria PVI 50TL

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
Inverters: 15 Years

Solar PV System Cost and Incentives

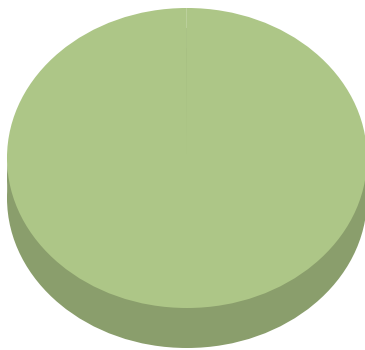
Solar PV System Cost	\$494,700
Direct Pay ITC	-\$197,880
Net Solar PV System Cost	\$296,820

Solar PV System Rating

Power Rating: 123,675 W-DC
Power Rating: 115,257 W-AC-CEC

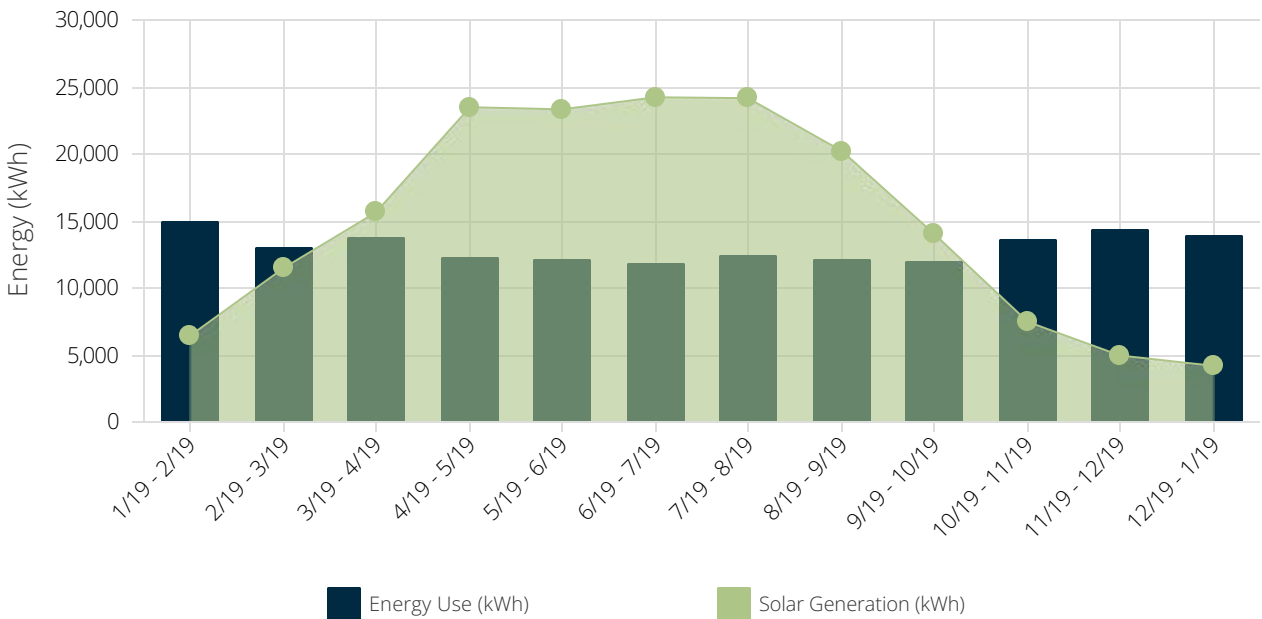
Energy Consumption Mix

Annual Energy Use: 155,678 kWh



Utility	-23,972 kWh (0.00%)
Solar PV	179,650 kWh (100.00%)

Monthly Energy Use vs Solar Generation



2.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

Direct Pay, Investment Tax Credit (ITC) - 30% (with Adders)

The Inflation Reduction Act (IRA) of 2022 contains a "direct pay" provision that enables certain tax-exempt customers, including state and local government, to receive a direct cash payment in lieu of an investment tax credit (ITC). Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the IRA established prevailing wage and apprenticeship requirements in order to qualify for the full 30% "increased rate", rather than a 6% "base rate". The IRA states that direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas. These entities may take direct pay for solar and storage in the ITC and PTC as well as the ITC/PTC when tech neutral starts after 2025. In addition to the 30% ITC, the IRA establishes three different types of ITC "Adders", which provide additional tax credits of up to 10% each, for projects that meet specified requirements. (1) Energy Community, projects sited in an "energy community", which includes brownfield sites, census tracts where a coal mine closed after 1999 or a coal-fired power plant was retired after 2009, or areas where 25% of local tax revenues are related to the extraction, processing or storage of coal, oil, or natural gas at any time beginning in 2010. (2) Low-income, projects located in a qualified "low-income community", which is defined as a census tract with a poverty rate of at least 20%, as well as a census tract where the median family income (MFI) is 80% or less of statewide MFI, or on "Indian land", which is defined as land located within the boundaries of an Indian reservation or lands held by a tribe. (3) Domestic Content, for projects that meet specified domestic content requirements which will be set by Treasury, including 100% steel/iron for manufactured products with a 40% requirement through 2024 followed by 45% in 2025, 50% in 2026, and 55% in 2027 and beyond. Manufactured content is further explained: the products which are components of a qualified facility upon completion will be deemed to have been produced in the United States if the adjusted percentage of the total costs of all such manufactured products of the facility are attributable to manufactured products which are mined, produced, or manufactured in the United States.

Total Incentive Value: \$197,880

A 40% DIRECT PAY WAS ASSUMED FOR THE PURPOSES OF THIS FEASIBILITY STUDY. 30% DIRECT PAY OF THE INFLATION REDUCTION ACT UTILIZED + A 10% ADDER OF DOMESTIC CONTENT. ENERGY GENERATION AND FINANCIAL ANALYSES ASSUMED DOMESTICALLY PRODUCED STEEL, PV PANELS, ETC.

2.1.3 Utility Rates

The table below shows the rates associated with your current utility rate schedule (9 - Proposed ID Power Change). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges				Demand Charges			
Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change
S - ExOP	Flat Rate	per billing period	\$16.50	S - ExOP	T < 2,000 kw	Import	\$0.12944	S - ExOP	20 kw < T	Import	\$6.25
S - ExP	Flat Rate	per billing period	\$16.50	S - ExOP	2,000 kw < T	Import	\$0.07116	S - ExP	20 kw < T	Import	\$6.25
NS - ExP	Flat Rate	per billing period	\$16.50	S - ExP	T < 2,000 kw	Import	\$0.12944	NS - ExP	20 kw < T	Import	\$4.59
NS - ExOP	Flat Rate	per billing period	\$16.50	S - ExP	2,000 kw < T	Import	\$0.07116	NS - ExOP	20 kw < T	Import	\$4.59
				NS - ExP	T < 2,000 kw	Import	\$0.11861	S - ExOP	20 kw < T	Import	\$1.06
				NS - ExP	2,000 kw < T	Import	\$0.0665	S - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	T < 2,000 kw	Import	\$0.11861	NS - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	2,000 kw < T	Import	\$0.0665	NS - ExOP	20 kw < T	Import	\$1.06

2.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	14,852	26	\$17	\$0	\$1,092	\$34	\$1,142
2/19/2023 - 3/19/2023 NS - ExOP	12,941	27	\$17	\$0	\$965	\$40	\$1,021
3/19/2023 - 4/19/2023 NS - ExOP	13,740	35	\$17	\$0	\$1,018	\$85	\$1,119
4/19/2023 - 5/19/2023 NS - ExOP	12,200	36	\$17	\$0	\$915	\$90	\$1,022
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	12,072	29	\$17	\$0	\$1,055	\$61	\$1,133
6/19/2023 - 7/19/2023 S - ExP	11,721	27	\$17	\$0	\$951	\$62	\$1,029
7/19/2023 - 8/19/2023 S - ExP	12,357	28	\$17	\$0	\$996	\$68	\$1,080
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	12,054	20	\$17	\$0	\$1,046	\$8	\$1,070
9/19/2022 - 10/19/2022 NS - ExOP	11,969	22	\$17	\$0	\$900	\$11	\$928
10/19/2022 - 11/19/2022 NS - ExOP	13,552	37	\$17	\$0	\$1,005	\$96	\$1,118
11/19/2022 - 12/19/2022 NS - ExOP	14,277	25	\$17	\$0	\$1,054	\$28	\$1,098
12/19/2022 - 1/19/2023 NS - ExOP	13,943	25	\$17	\$0	\$1,031	\$28	\$1,076
Total	155,678	-	\$198	-	\$12,028	\$611	\$12,837

2.1.5 New Electric Bill

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	8,420	26	\$17	\$0	\$705	\$34	\$755
2/19/2023 - 3/19/2023 NS - ExOP	1,438	27	\$17	\$0	\$322	\$40	\$378
3/19/2023 - 4/19/2023 NS - ExOP	-1,904	35	\$17	\$0	\$151	\$85	\$252
4/19/2023 - 5/19/2023 NS - ExOP	-11,288	28	\$17	\$0	\$335	\$45	\$274
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	-11,259	28	\$17	\$0	\$408	\$58	\$333
6/19/2023 - 7/19/2023 S - ExP	-12,512	27	\$17	\$0	\$1,252	\$62	\$1,174
7/19/2023 - 8/19/2023 S - ExP	-11,806	28	\$17	\$0	\$1,228	\$68	\$1,144
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	-8,157	19	\$17	\$0	\$392	\$8	\$368
9/19/2022 - 10/19/2022 NS - ExOP	-2,070	22	\$17	\$0	\$135	\$11	\$163
10/19/2022 - 11/19/2022 NS - ExOP	6,090	37	\$17	\$0	\$571	\$96	\$684
11/19/2022 - 12/19/2022 NS - ExOP	9,316	25	\$17	\$0	\$756	\$28	\$800
12/19/2022 - 1/19/2023 NS - ExOP	9,760	25	\$17	\$0	\$773	\$28	\$818
Total	-23,972	-	\$198	-	\$1,199	\$563	\$438

Annual Electricity Savings: \$13,274

3.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	3.4%	Net Present Value	(\$1,569)	Payback Period	20.1 Years
ROI	44.9%	PV Degradation Rate	0.45%	Discount Rate	3.4%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$494,700				

Years	Project Costs	O&M / Equipment Replacement	Direct Pay ITC	Electric Bill Savings	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$494,700	-\$1,311	-	-	-\$496,011	-\$496,011
1	-	-\$1,337	\$197,880	\$13,274	\$209,817	-\$286,194
2	-	-\$1,364	-	\$13,611	\$12,247	-\$273,947
3	-	-\$1,391	-	\$13,956	\$12,565	-\$261,382
4	-	-\$1,419	-	\$14,309	\$12,890	-\$248,492
5	-	-\$1,447	-	\$14,671	\$13,224	-\$235,268
6	-	-\$1,476	-	\$15,042	\$13,566	-\$221,703
7	-	-\$1,506	-	\$15,422	\$13,916	-\$207,786
8	-	-\$1,536	-	\$15,811	\$14,275	-\$193,511
9	-	-\$1,567	-	\$16,210	\$14,643	-\$178,868
10	-	-\$1,598	-	\$16,618	\$15,020	-\$163,848
11	-	-\$1,630	-	\$17,037	\$15,407	-\$148,441
12	-	-\$1,663	-	\$17,465	\$15,802	-\$132,639
13	-	-\$1,696	-	\$17,904	\$16,208	-\$116,431
14	-	-\$1,730	-	\$18,353	\$16,623	-\$99,807
15	-	-\$1,764	-	\$18,813	\$17,049	-\$82,758
16	-	-\$13,300	-	\$19,285	\$5,985	-\$76,773
17	-	-\$1,836	-	\$19,767	\$17,932	-\$58,841
18	-	-\$1,872	-	\$20,262	\$18,389	-\$40,452
19	-	-\$1,910	-	\$20,768	\$18,858	-\$21,594
20	-	-\$1,948	-	\$21,286	\$19,338	-\$2,256
21	-	-\$1,987	-	\$21,817	\$19,830	\$17,574
22	-	-\$2,027	-	\$22,360	\$20,334	\$37,908
23	-	-\$2,067	-	\$22,917	\$20,849	\$58,757
24	-	-\$2,109	-	\$23,486	\$21,378	\$80,135
25	-	-\$2,151	-	\$24,069	\$21,919	\$102,054
26	-	-\$2,194	-	\$24,666	\$22,473	\$124,526
27	-	-\$2,238	-	\$25,278	\$23,040	\$147,566
28	-	-\$2,282	-	\$25,903	\$23,621	\$171,187
29	-	-\$2,328	-	\$26,544	\$24,216	\$195,403
30	-	-	-	\$27,199	\$27,199	\$222,602
Totals:	-\$494,700	-\$64,683	\$197,880	\$584,105	\$222,602	-



11th & Front

Prepared For
Capital City Development Corp
(CCDC)

1/15/2024

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1 Project Summary

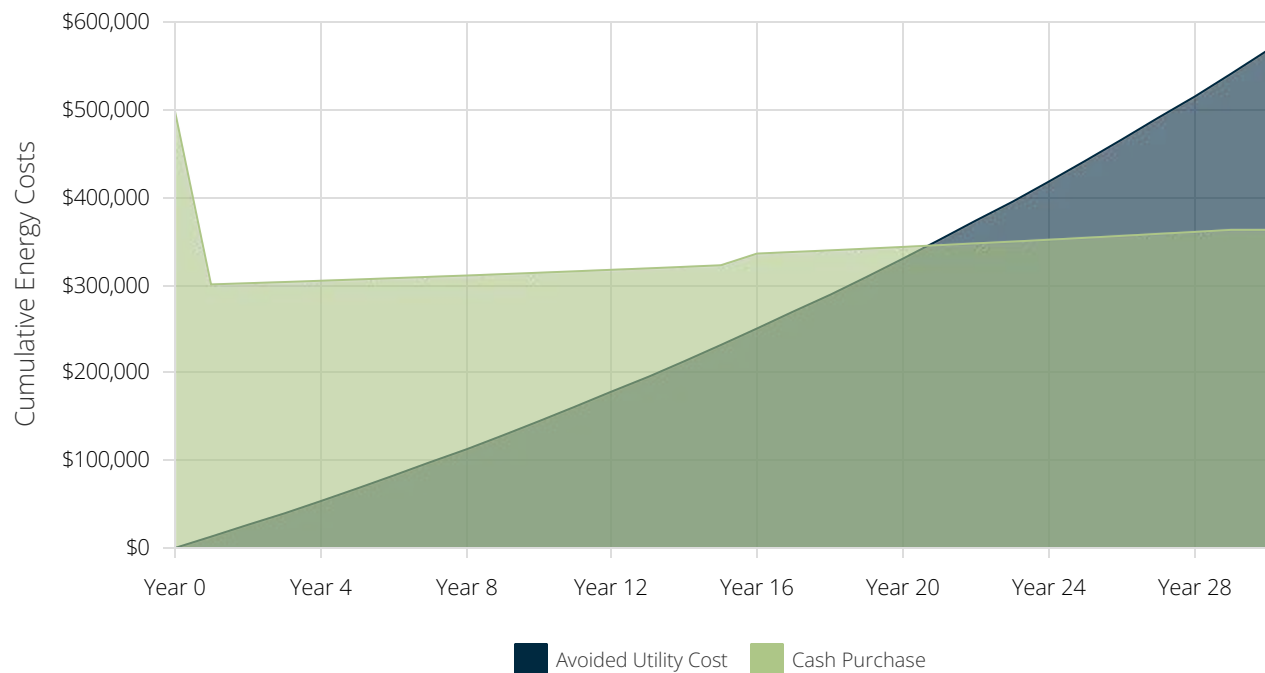
Payment Options	Cash Purchase
IRR - Term	3.1%
LCOE PV Generation	\$0.057 /kWh
Net Present Value	(\$12,696)
Payback Period	20.7 Years
Total Payments	\$496,640
Total Incentives	\$198,656
Net Payments	\$297,984
Electric Bill Savings - Term	\$567,301
Upfront Payment	\$496,640

Combined Solar PV Rating

Power Rating: 124,160 W-DC

Power Rating: 115,709 W-AC-CEC

Cumulative Energy Costs By Payment Option



2.1.1 PV System Details

General Information

Facility: 11th & Front
 Address: 1101 W Front St Boise ID 83702

Solar PV Equipment Description

Solar Panels: (256) Qcells Q.PEAK DUO XL-G10 485
 Inverters: (2) Sollectria PVI 50TL

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
 Inverters: 15 Years

Solar PV System Cost and Incentives

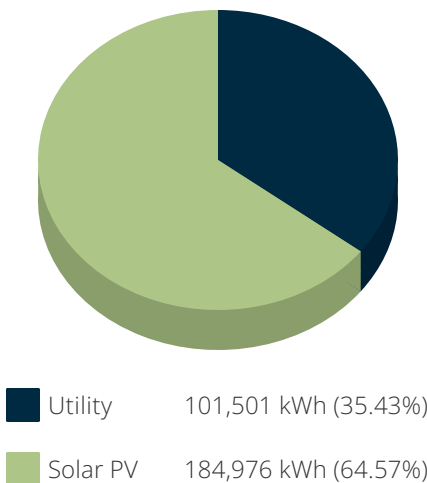
Solar PV System Cost	\$496,640
Direct Pay ITC	-\$198,656
Net Solar PV System Cost	\$297,984

Solar PV System Rating

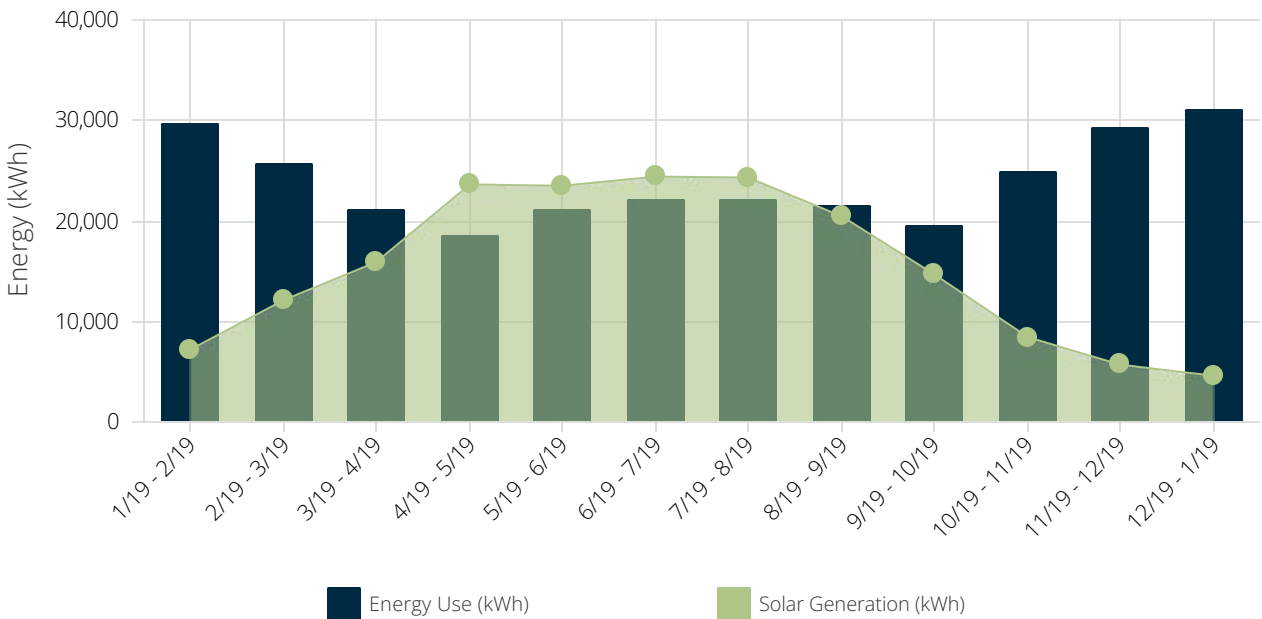
Power Rating: 124,160 W-DC
 Power Rating: 115,709 W-AC-CEC

Energy Consumption Mix

Annual Energy Use: 286,477 kWh



Monthly Energy Use vs Solar Generation



2.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

Direct Pay, Investment Tax Credit (ITC) - 30% (with Adders)

The Inflation Reduction Act (IRA) of 2022 contains a "direct pay" provision that enables certain tax-exempt customers, including state and local government, to receive a direct cash payment in lieu of an investment tax credit (ITC). Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the IRA established prevailing wage and apprenticeship requirements in order to qualify for the full 30% "increased rate", rather than a 6% "base rate". The IRA states that direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas. These entities may take direct pay for solar and storage in the ITC and PTC as well as the ITC/PTC when tech neutral starts after 2025. In addition to the 30% ITC, the IRA establishes three different types of ITC "Adders", which provide additional tax credits of up to 10% each, for projects that meet specified requirements. (1) Energy Community, projects sited in an "energy community", which includes brownfield sites, census tracts where a coal mine closed after 1999 or a coal-fired power plant was retired after 2009, or areas where 25% of local tax revenues are related to the extraction, processing or storage of coal, oil, or natural gas at any time beginning in 2010. (2) Low-income, projects located in a qualified "low-income community", which is defined as a census tract with a poverty rate of at least 20%, as well as a census tract where the median family income (MFI) is 80% or less of statewide MFI, or on "Indian land", which is defined as land located within the boundaries of an Indian reservation or lands held by a tribe. (3) Domestic Content, for projects that meet specified domestic content requirements which will be set by Treasury, including 100% steel/iron for manufactured products with a 40% requirement through 2024 followed by 45% in 2025, 50% in 2026, and 55% in 2027 and beyond. Manufactured content is further explained: the products which are components of a qualified facility upon completion will be deemed to have been produced in the United States if the adjusted percentage of the total costs of all such manufactured products of the facility are attributable to manufactured products which are mined, produced, or manufactured in the United States.

Total Incentive Value: \$198,656

A 40% DIRECT PAY WAS ASSUMED FOR THE PURPOSES OF THIS FEASIBILITY STUDY. 30% DIRECT PAY OF THE INFLATION REDUCTION ACT UTILIZED + A 10% ADDER OF DOMESTIC CONTENT. ENERGY GENERATION AND FINANCIAL ANALYSES ASSUMED DOMESTICALLY PRODUCED STEEL, PV PANELS, ETC.

2.1.3 Utility Rates

The table below shows the rates associated with your current utility rate schedule (9 - Proposed ID Power Change). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges				Demand Charges			
Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change
S - ExOP	Flat Rate	per billing period	\$16.50	S - ExOP	T < 2,000 kw	Import	\$0.12944	S - ExOP	20 kw < T	Import	\$6.25
S - ExP	Flat Rate	per billing period	\$16.50	S - ExOP	2,000 kw < T	Import	\$0.07116	S - ExP	20 kw < T	Import	\$6.25
NS - ExP	Flat Rate	per billing period	\$16.50	S - ExP	T < 2,000 kw	Import	\$0.12944	NS - ExP	20 kw < T	Import	\$4.59
NS - ExOP	Flat Rate	per billing period	\$16.50	S - ExP	2,000 kw < T	Import	\$0.07116	NS - ExOP	20 kw < T	Import	\$4.59
				NS - ExP	T < 2,000 kw	Import	\$0.11861	S - ExOP	20 kw < T	Import	\$1.06
				NS - ExP	2,000 kw < T	Import	\$0.0665	S - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	T < 2,000 kw	Import	\$0.11861	NS - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	2,000 kw < T	Import	\$0.0665	NS - ExOP	20 kw < T	Import	\$1.06

2.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	29,556	100	\$17	\$0	\$2,070	\$452	\$2,538
2/19/2023 - 3/19/2023 NS - ExOP	25,724	57	\$17	\$0	\$1,815	\$209	\$2,040
3/19/2023 - 4/19/2023 NS - ExOP	21,180	48	\$17	\$0	\$1,513	\$158	\$1,687
4/19/2023 - 5/19/2023 NS - ExOP	18,433	41	\$17	\$0	\$1,330	\$119	\$1,465
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	21,172	46	\$17	\$0	\$1,687	\$196	\$1,899
6/19/2023 - 7/19/2023 S - ExP	22,099	43	\$17	\$0	\$1,689	\$229	\$1,934
7/19/2023 - 8/19/2023 S - ExP	22,081	38	\$17	\$0	\$1,688	\$197	\$1,902
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	21,523	53	\$17	\$0	\$1,695	\$183	\$1,895
9/19/2022 - 10/19/2022 NS - ExOP	19,417	72	\$17	\$0	\$1,395	\$294	\$1,706
10/19/2022 - 11/19/2022 NS - ExOP	24,931	49	\$17	\$0	\$1,762	\$164	\$1,942
11/19/2022 - 12/19/2022 NS - ExOP	29,343	59	\$17	\$0	\$2,055	\$220	\$2,292
12/19/2022 - 1/19/2023 NS - ExOP	31,018	62	\$17	\$0	\$2,167	\$237	\$2,421
Total	286,477	-	\$198	-	\$20,865	\$2,658	\$23,722

2.1.5 New Electric Bill

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	22,375	80	\$17	\$0	\$1,615	\$339	\$1,970
2/19/2023 - 3/19/2023 NS - ExOP	13,584	57	\$17	\$0	\$1,089	\$209	\$1,315
3/19/2023 - 4/19/2023 NS - ExOP	5,285	48	\$17	\$0	\$600	\$158	\$775
4/19/2023 - 5/19/2023 NS - ExOP	-5,205	41	\$17	\$0	\$29	\$119	\$164
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	-2,328	42	\$17	\$0	\$178	\$144	\$338
6/19/2023 - 7/19/2023 S - ExP	-2,316	37	\$17	\$0	\$388	\$170	\$202
7/19/2023 - 8/19/2023 S - ExP	-2,242	34	\$17	\$0	\$412	\$151	\$244
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	1,077	53	\$17	\$0	\$255	\$172	\$444
9/19/2022 - 10/19/2022 NS - ExOP	4,711	60	\$17	\$0	\$554	\$226	\$797
10/19/2022 - 11/19/2022 NS - ExOP	16,498	49	\$17	\$0	\$1,245	\$164	\$1,426
11/19/2022 - 12/19/2022 NS - ExOP	23,641	59	\$17	\$0	\$1,688	\$220	\$1,925
12/19/2022 - 1/19/2023 NS - ExOP	26,427	62	\$17	\$0	\$1,868	\$237	\$2,122
Total	101,507	-	\$198	-	\$8,323	\$2,309	\$10,829

Annual Electricity Savings: \$12,892

3.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	3.1%	Net Present Value	(\$12,696)	Payback Period	20.7 Years
ROI	41.1%	PV Degradation Rate	0.45%	Discount Rate	3.4%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$496,640				

Years	Project Costs	O&M / Equipment Replacement	Direct Pay ITC	Electric Bill Savings	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$496,640	-\$1,316	-	-	-\$497,956	-\$497,956
1	-	-\$1,342	\$198,656	\$12,892	\$210,206	-\$287,750
2	-	-\$1,369	-	\$13,219	\$11,850	-\$275,900
3	-	-\$1,397	-	\$13,554	\$12,158	-\$263,743
4	-	-\$1,425	-	\$13,898	\$12,473	-\$251,270
5	-	-\$1,453	-	\$14,249	\$12,796	-\$238,473
6	-	-\$1,482	-	\$14,609	\$13,127	-\$225,346
7	-	-\$1,512	-	\$14,978	\$13,467	-\$211,880
8	-	-\$1,542	-	\$15,356	\$13,814	-\$198,065
9	-	-\$1,573	-	\$15,744	\$14,171	-\$183,894
10	-	-\$1,604	-	\$16,140	\$14,536	-\$169,358
11	-	-\$1,636	-	\$16,546	\$14,910	-\$154,448
12	-	-\$1,669	-	\$16,963	\$15,293	-\$139,155
13	-	-\$1,703	-	\$17,389	\$15,686	-\$123,469
14	-	-\$1,737	-	\$17,825	\$16,089	-\$107,380
15	-	-\$1,771	-	\$18,272	\$16,501	-\$90,879
16	-	-\$13,307	-	\$18,730	\$5,423	-\$85,456
17	-	-\$1,843	-	\$19,199	\$17,356	-\$68,100
18	-	-\$1,880	-	\$19,679	\$17,799	-\$50,301
19	-	-\$1,917	-	\$20,170	\$18,253	-\$32,048
20	-	-\$1,956	-	\$20,674	\$18,718	-\$13,330
21	-	-\$1,995	-	\$21,189	\$19,194	\$5,865
22	-	-\$2,035	-	\$21,717	\$19,682	\$25,547
23	-	-\$2,075	-	\$22,257	\$20,182	\$45,729
24	-	-\$2,117	-	\$22,811	\$20,694	\$66,423
25	-	-\$2,159	-	\$23,377	\$21,218	\$87,641
26	-	-\$2,202	-	\$23,957	\$21,754	\$109,395
27	-	-\$2,246	-	\$24,550	\$22,304	\$131,699
28	-	-\$2,291	-	\$25,158	\$22,867	\$154,566
29	-	-\$2,337	-	\$25,780	\$23,443	\$178,009
30	-	-	-	\$26,417	\$26,417	\$204,425
Totals:	-\$496,640	-\$64,891	\$198,656	\$567,301	\$204,425	-



9th & Main

Prepared For
Capital City Development Corp
(CCDC)

1/15/2024

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1 Project Summary

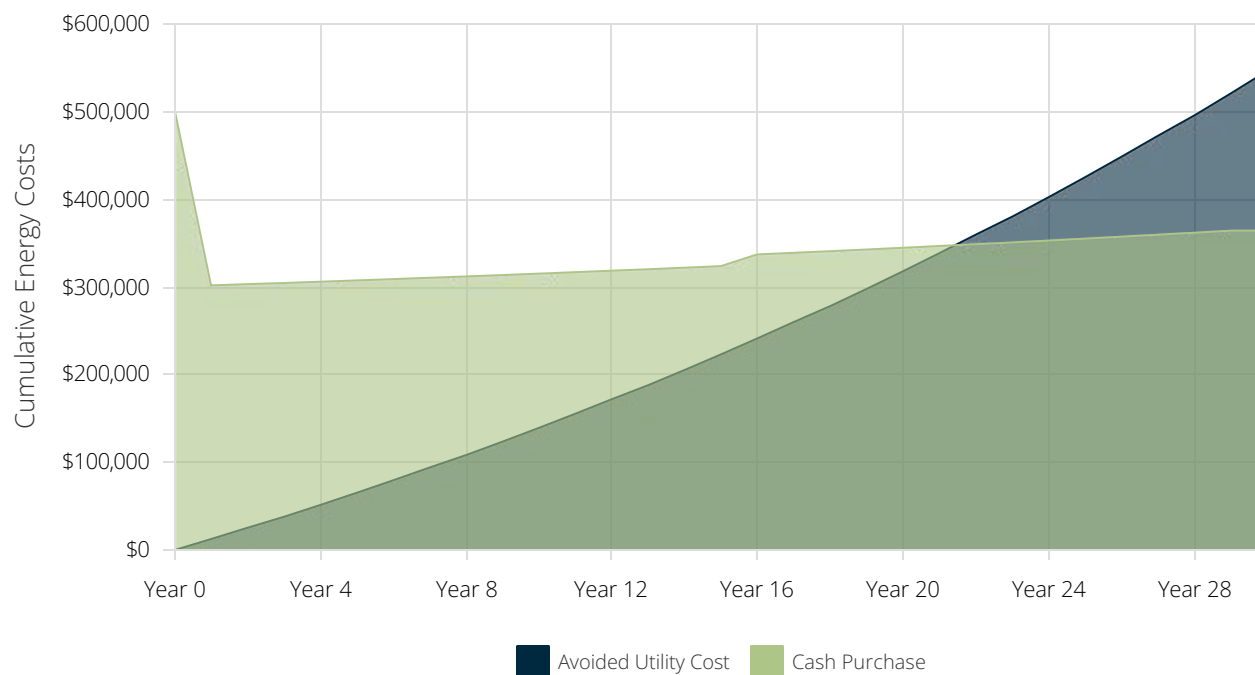
Payment Options	Cash Purchase
IRR - Term	2.8%
LCOE PV Generation	\$0.097 /kWh
Net Present Value	(\$26,240)
Payback Period	21.4 Years
Total Payments	\$498,580
Total Incentives	\$199,432
Net Payments	\$299,148
Electric Bill Savings - Term	\$546,356
Upfront Payment	\$498,580

Combined Solar PV Rating

Power Rating: 124,645 W-DC

Power Rating: 116,161 W-AC-CEC

Cumulative Energy Costs By Payment Option



2.1.1 PV System Details

General Information

Facility: 9th & Main
Address: 852 W Main St Boise ID 83702

Solar PV Equipment Description

Solar Panels: (257) Qcells Q.PEAK DUO XL-G10 485
Inverters: (2) Sollectria PVI 50TL

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
Inverters: 15 Years

Solar PV System Cost and Incentives

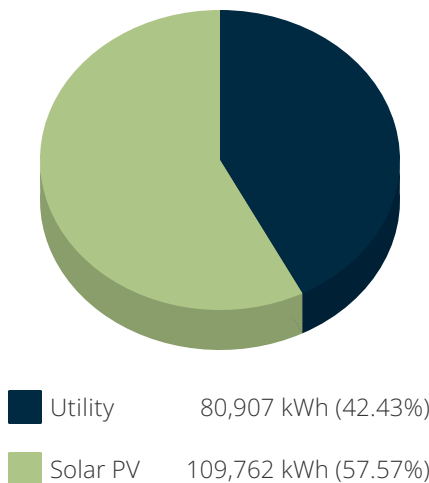
Solar PV System Cost	\$498,580
Direct Pay ITC	-\$199,432
Net Solar PV System Cost	\$299,148

Solar PV System Rating

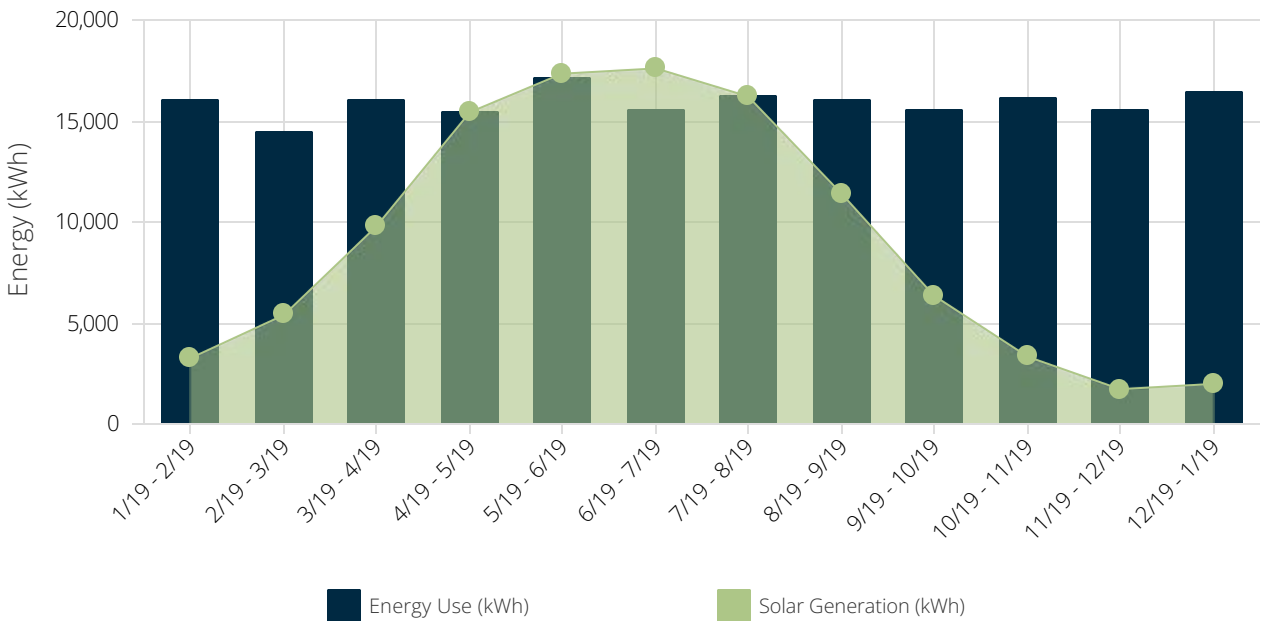
Power Rating: 124,645 W-DC
Power Rating: 116,161 W-AC-CEC

Energy Consumption Mix

Annual Energy Use: 190,669 kWh



Monthly Energy Use vs Solar Generation



2.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

Direct Pay, Investment Tax Credit (ITC) - 30% (with Adders)

The Inflation Reduction Act (IRA) of 2022 contains a "direct pay" provision that enables certain tax-exempt customers, including state and local government, to receive a direct cash payment in lieu of an investment tax credit (ITC). Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the IRA established prevailing wage and apprenticeship requirements in order to qualify for the full 30% "increased rate", rather than a 6% "base rate". The IRA states that direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas. These entities may take direct pay for solar and storage in the ITC and PTC as well as the ITC/PTC when tech neutral starts after 2025. In addition to the 30% ITC, the IRA establishes three different types of ITC "Adders", which provide additional tax credits of up to 10% each, for projects that meet specified requirements. (1) Energy Community, projects sited in an "energy community", which includes brownfield sites, census tracts where a coal mine closed after 1999 or a coal-fired power plant was retired after 2009, or areas where 25% of local tax revenues are related to the extraction, processing or storage of coal, oil, or natural gas at any time beginning in 2010. (2) Low-income, projects located in a qualified "low-income community", which is defined as a census tract with a poverty rate of at least 20%, as well as a census tract where the median family income (MFI) is 80% or less of statewide MFI, or on "Indian land", which is defined as land located within the boundaries of an Indian reservation or lands held by a tribe. (3) Domestic Content, for projects that meet specified domestic content requirements which will be set by Treasury, including 100% steel/iron for manufactured products with a 40% requirement through 2024 followed by 45% in 2025, 50% in 2026, and 55% in 2027 and beyond. Manufactured content is further explained: the products which are components of a qualified facility upon completion will be deemed to have been produced in the United States if the adjusted percentage of the total costs of all such manufactured products of the facility are attributable to manufactured products which are mined, produced, or manufactured in the United States.

Total Incentive Value: \$199,432

A 40% DIRECT PAY WAS ASSUMED FOR THE PURPOSES OF THIS FEASIBILITY STUDY. 30% DIRECT PAY OF THE INFLATION REDUCTION ACT UTILIZED + A 10% ADDER OF DOMESTIC CONTENT. ENERGY GENERATION AND FINANCIAL ANALYSES ASSUMED DOMESTICALLY PRODUCED STEEL, PV PANELS, ETC.

2.1.3 Utility Rates

The table below shows the rates associated with your current utility rate schedule (7 - Proposed ID Power Change). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges				Demand Charges			
Season	Charge Type	Rate Type	7 - Proposed ID Power Change	Season	Charge Type	Rate Type	7 - Proposed ID Power Change	Season	Charge Type	Rate Type	7 - Proposed ID Power Change
S - ExOp	Flat Rate	per billing period	\$5.16	S - ExOp	T < 300 kw	Import	\$0.12816	S - ExOp	20 kw < T	Import	\$6.25
S - ExP	Flat Rate	per billing period	\$5.16	S - ExOp	300 kw < T	Import	\$0.14758	S - ExP	20 kw < T	Import	\$6.25
NS - ExP	Flat Rate	per billing period	\$5.16	S - ExP	T < 300 kw	Import	\$0.12816	NS - ExP	20 kw < T	Import	\$4.59
NS - ExOP	Flat Rate	per billing period	\$5.16	S - ExP	300 kw < T	Import	\$0.14758	NS - ExOP	20 kw < T	Import	\$4.59
				NS - ExP	T < 300 kw	Import	\$0.12274				
				NS - ExP	300 kw < T	Import	\$0.12774				
				NS - ExOP	T < 300 kw	Import	\$0.12274				
				NS - ExOP	300 kw < T	Import	\$0.12774				

2.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: IP - 7 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	16,084	38	\$5	\$0	\$2,053	\$83	\$2,141
2/19/2023 - 3/19/2023 NS - ExOP	14,504	54	\$5	\$0	\$1,851	\$156	\$2,012
3/19/2023 - 4/19/2023 NS - ExOP	16,015	32	\$5	\$0	\$2,044	\$55	\$2,104
4/19/2023 - 5/19/2023 NS - ExOP	15,494	32	\$5	\$0	\$1,978	\$55	\$2,038
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOp	17,159	38	\$5	\$0	\$2,371	\$78	\$2,455
6/19/2023 - 7/19/2023 S - ExP	15,525	38	\$5	\$0	\$2,285	\$112	\$2,403
7/19/2023 - 8/19/2023 S - ExP	16,256	38	\$5	\$0	\$2,393	\$112	\$2,511
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	16,047	38	\$5	\$0	\$2,176	\$95	\$2,276
9/19/2022 - 10/19/2022 NS - ExOP	15,509	32	\$5	\$0	\$1,980	\$55	\$2,040
10/19/2022 - 11/19/2022 NS - ExOP	16,111	38	\$5	\$0	\$2,057	\$83	\$2,144
11/19/2022 - 12/19/2022 NS - ExOP	15,504	32	\$5	\$0	\$1,979	\$55	\$2,039
12/19/2022 - 1/19/2023 NS - ExOP	16,461	38	\$5	\$0	\$2,101	\$83	\$2,189
Total	190,669	-	\$62	-	\$25,269	\$1,022	\$26,353

2.1.5 New Electric Bill

Rate Schedule: IP - 7 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	12,839	30	\$5	\$0	\$1,648	\$46	\$1,699
2/19/2023 - 3/19/2023 NS - ExOP	9,106	54	\$5	\$0	\$1,239	\$156	\$1,400
3/19/2023 - 4/19/2023 NS - ExOP	6,254	32	\$5	\$0	\$1,067	\$55	\$1,127
4/19/2023 - 5/19/2023 NS - ExOP	58	32	\$5	\$0	\$636	\$55	\$696
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOp	-183	38	\$5	\$0	\$717	\$56	\$778
6/19/2023 - 7/19/2023 S - ExP	-2,076	38	\$5	\$0	\$85	\$112	\$203
7/19/2023 - 8/19/2023 S - ExP	39	32	\$5	\$0	\$260	\$75	\$341
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	4,671	29	\$5	\$0	\$860	\$26	\$892
9/19/2022 - 10/19/2022 NS - ExOP	9,157	27	\$5	\$0	\$1,302	\$32	\$1,339
10/19/2022 - 11/19/2022 NS - ExOP	12,787	38	\$5	\$0	\$1,652	\$83	\$1,740
11/19/2022 - 12/19/2022 NS - ExOP	13,781	25	\$5	\$0	\$1,759	\$23	\$1,787
12/19/2022 - 1/19/2023 NS - ExOP	14,473	38	\$5	\$0	\$1,847	\$83	\$1,935
Total	80,906	-	\$62	-	\$13,072	\$802	\$13,936

Annual Electricity Savings: \$12,416

3.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	2.8%	Net Present Value	(\$26,240)	Payback Period	21.4 Years
ROI	36.4%	PV Degradation Rate	0.45%	Discount Rate	3.4%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$498,580				

Years	Project Costs	O&M / Equipment Replacement	Direct Pay ITC	Electric Bill Savings	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$498,580	-\$1,321	-	-	-\$499,901	-\$499,901
1	-	-\$1,348	\$199,432	\$12,416	\$210,501	-\$289,401
2	-	-\$1,375	-	\$12,731	\$11,357	-\$278,044
3	-	-\$1,402	-	\$13,054	\$11,652	-\$266,392
4	-	-\$1,430	-	\$13,384	\$11,954	-\$254,438
5	-	-\$1,459	-	\$13,723	\$12,264	-\$242,174
6	-	-\$1,488	-	\$14,070	\$12,582	-\$229,591
7	-	-\$1,518	-	\$14,425	\$12,908	-\$216,684
8	-	-\$1,548	-	\$14,789	\$13,241	-\$203,442
9	-	-\$1,579	-	\$15,162	\$13,583	-\$189,859
10	-	-\$1,611	-	\$15,544	\$13,934	-\$175,925
11	-	-\$1,643	-	\$15,936	\$14,293	-\$161,632
12	-	-\$1,676	-	\$16,336	\$14,661	-\$146,972
13	-	-\$1,709	-	\$16,747	\$15,038	-\$131,934
14	-	-\$1,743	-	\$17,167	\$15,424	-\$116,510
15	-	-\$1,778	-	\$17,598	\$15,819	-\$100,691
16	-	-\$13,314	-	\$18,038	\$4,725	-\$95,966
17	-	-\$1,850	-	\$18,490	\$16,640	-\$79,326
18	-	-\$1,887	-	\$18,952	\$17,065	-\$62,261
19	-	-\$1,925	-	\$19,426	\$17,501	-\$44,760
20	-	-\$1,963	-	\$19,911	\$17,947	-\$26,813
21	-	-\$2,003	-	\$20,407	\$18,404	-\$8,409
22	-	-\$2,043	-	\$20,915	\$18,873	\$10,464
23	-	-\$2,083	-	\$21,436	\$19,352	\$29,816
24	-	-\$2,125	-	\$21,968	\$19,843	\$49,659
25	-	-\$2,168	-	\$22,514	\$20,346	\$70,006
26	-	-\$2,211	-	\$23,072	\$20,861	\$90,867
27	-	-\$2,255	-	\$23,644	\$21,389	\$112,256
28	-	-\$2,300	-	\$24,229	\$21,929	\$134,185
29	-	-\$2,346	-	\$24,828	\$22,482	\$156,667
30	-	-	-	\$25,441	\$25,441	\$182,108
Totals:	-\$498,580	-\$65,100	\$199,432	\$546,356	\$182,108	-



Capitol and Main

Prepared For
Capital City Development Corp
(CCDC)

1/15/2024

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3.1 Cash Purchase	8

1 Project Summary

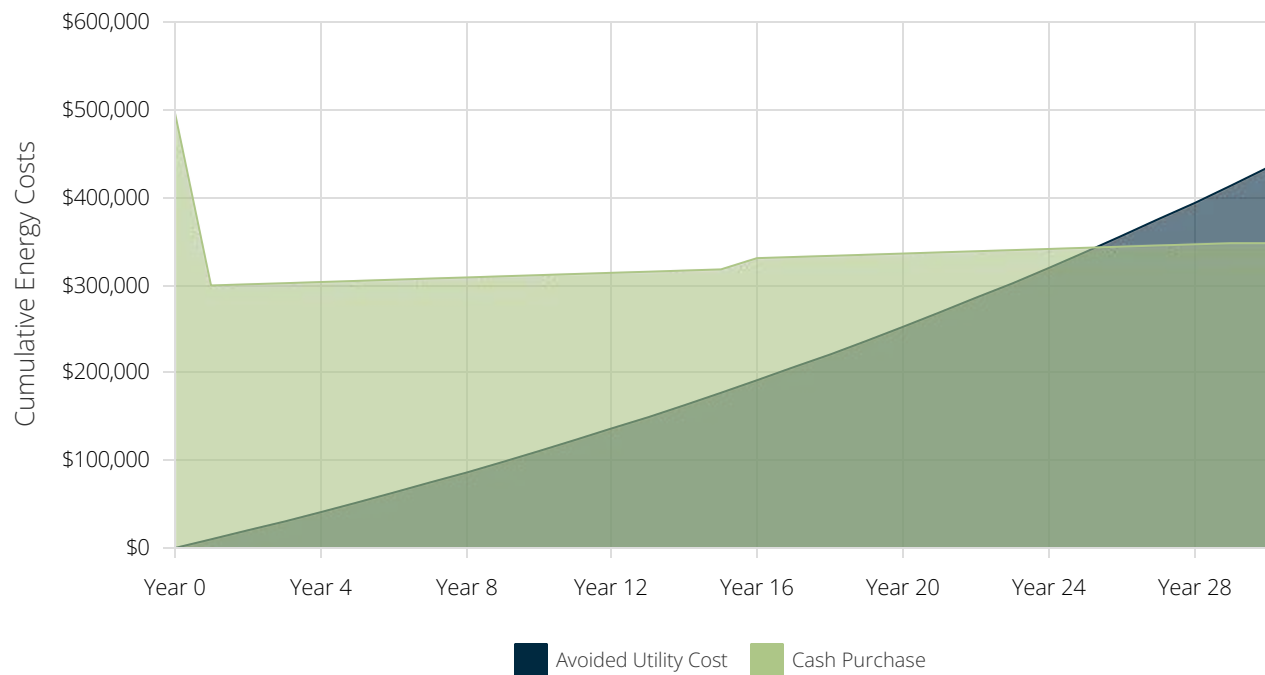
Payment Options	Cash Purchase
IRR - Term	1.4%
LCOE PV Generation	\$0.079 /kWh
Net Present Value	(\$82,211)
Payback Period	25.3 Years
Total Payments	\$494,700
Total Incentives	\$197,880
Net Payments	\$296,820
Electric Bill Savings - Term	\$433,543
Upfront Payment	\$494,700

Combined Solar PV Rating

Power Rating: 123,675 W-DC

Power Rating: 115,257 W-AC-CEC

Cumulative Energy Costs By Payment Option



2.1.1 PV System Details

General Information

Facility: Capitol & Main
Address: 770 W Main St Boise ID 83702

Solar PV Equipment Description

Solar Panels: (255) Qcells Q.PEAK DUO XL-G10 485
Inverters: (2) Sollectria PVI 50TL

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
Inverters: 15 Years

Solar PV System Cost and Incentives

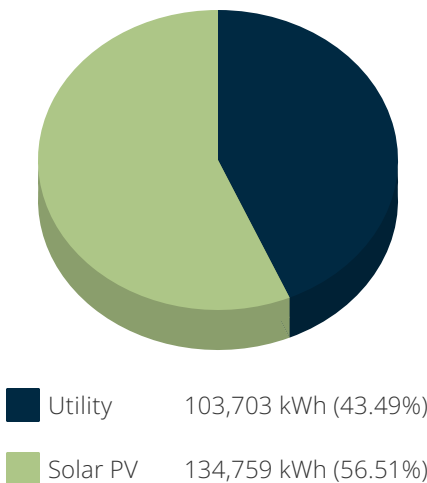
Solar PV System Cost	\$494,700
Federal ITC	-\$197,880
Net Solar PV System Cost	\$296,820

Solar PV System Rating

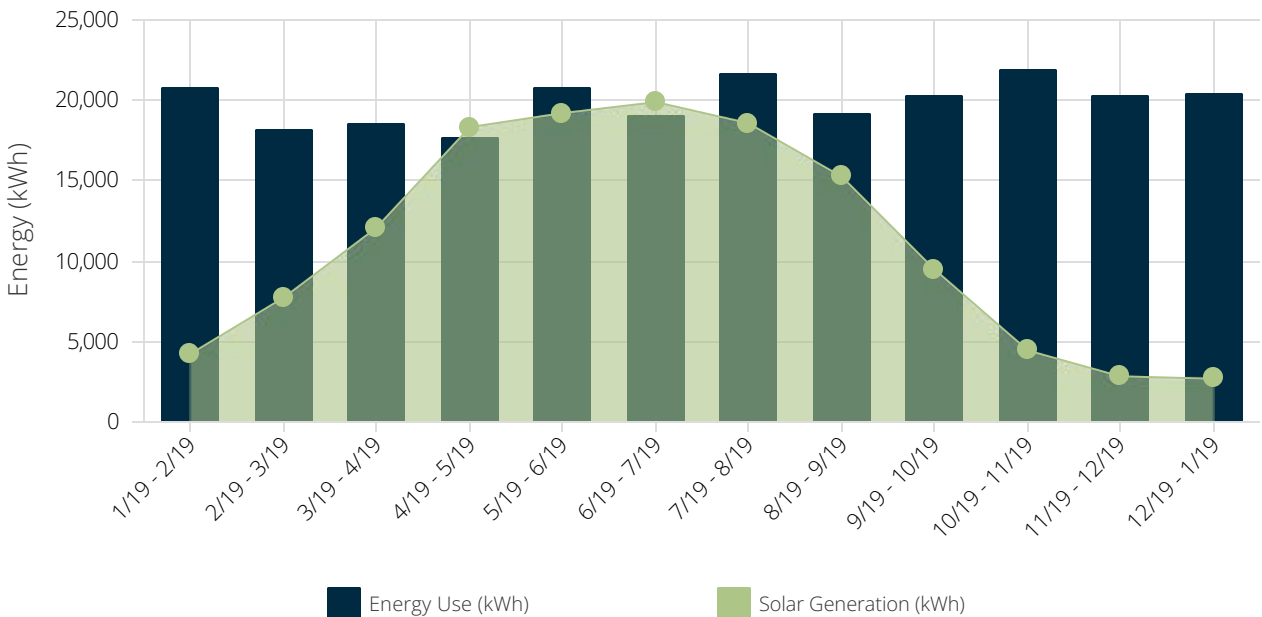
Power Rating: 123,675 W-DC
Power Rating: 115,257 W-AC-CEC

Energy Consumption Mix

Annual Energy Use: 238,462 kWh



Monthly Energy Use vs Solar Generation



2.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

Investment Tax Credit (ITC) - 30% (with Adders)

The Inflation Reduction Act (IRA) of 2022 establishes and extends the federal Investment Tax Credit (ITC) for solar photovoltaic (PV) systems at a rate of 30% of the total PV system cost. The 30% ITC was extended for 10 years, through 2032. Unlike tax deductions, this tax credit can be used to directly offset your tax liability dollar for dollar. The IRA extended the carryback period to 3 years, and the carryforward period to 22 years, in cases where the tax credit exceeds a customer's tax liability in the 'placed-in-service' year. For PV projects greater than 1 MW AC in size, the IRA established prevailing wage and apprenticeship requirements in order to qualify for the full 30% "increased rate", rather than a "base rate" which would only qualify for a 6% ITC. Projects with an output of less than 1 megawatt qualify for the "increased rate" irrespective of if prevailing wage or apprenticeship requirements are met. In addition to the 30% ITC, the IRA establishes three different types of ITC "Adders", which provide additional tax credits of up to 10% each, for projects that meet specified requirements. (1) Energy Community, projects sited in an "energy community", which includes brownfield sites, census tracts where a coal mine closed after 1999 or a coal-fired power plant was retired after 2009, or areas where 25% of local tax revenues are related to the extraction, processing or storage of coal, oil, or natural gas at any time beginning in 2010. (2) Low-income, projects located in a qualified "low-income community", which is defined as a census tract with a poverty rate of at least 20%, as well as a census tract where the median family income (MFI) is 80% or less of statewide MFI, or on "Indian land", which is defined as land located within the boundaries of an Indian reservation or lands held by a tribe. (3) Domestic Content, for projects that meet specified domestic content requirements which will be set by Treasury, including 100% steel/iron for manufactured products with a 40% requirement through 2024 followed by 45% in 2025, 50% in 2026, and 55% in 2027 and beyond. Manufactured content is further explained: the products which are components of a qualified facility upon completion will be deemed to have been produced in the United States if the adjusted percentage of the total costs of all such manufactured products of the facility are attributable to manufactured products which are mined, produced, or manufactured in the United States.

Total Incentive Value: \$197,880

A 40% DIRECT PAY WAS ASSUMED FOR THE PURPOSES OF THIS FEASIBILITY STUDY. 30% DIRECT PAY OF THE INFLATION REDUCTION ACT UTILIZED + A 10% ADDER OF DOMESTIC CONTENT. ENERGY GENERATION AND FINANCIAL ANALYSES ASSUMED DOMESTICALLY PRODUCED STEEL, PV PANELS, ETC.

2.1.3 Utility Rates

The table below shows the rates associated with your current utility rate schedule (9 - Proposed ID Power Change). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges				Demand Charges			
Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change
S - ExOP	Flat Rate	per billing period	\$16.50	S - ExOP	T < 2,000 kw	Import	\$0.12944	S - ExOP	20 kw < T	Import	\$6.25
S - ExP	Flat Rate	per billing period	\$16.50	S - ExOP	2,000 kw < T	Import	\$0.07116	S - ExP	20 kw < T	Import	\$6.25
NS - ExP	Flat Rate	per billing period	\$16.50	S - ExP	T < 2,000 kw	Import	\$0.12944	NS - ExP	20 kw < T	Import	\$4.59
NS - ExOP	Flat Rate	per billing period	\$16.50	S - ExP	2,000 kw < T	Import	\$0.07116	NS - ExOP	20 kw < T	Import	\$4.59
				NS - ExP	T < 2,000 kw	Import	\$0.11861	S - ExOP	20 kw < T	Import	\$1.06
				NS - ExP	2,000 kw < T	Import	\$0.0665	S - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	T < 2,000 kw	Import	\$0.11861	NS - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	2,000 kw < T	Import	\$0.0665	NS - ExOP	20 kw < T	Import	\$1.06

2.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges			
Bill Ranges & Seasons	Total	NC / Max	Other	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	20,731	51	\$17	\$1,483	\$175	\$1,674
2/19/2023 - 3/19/2023 NS - ExOP	18,154	54	\$17	\$1,311	\$192	\$1,520
3/19/2023 - 4/19/2023 NS - ExOP	18,518	48	\$17	\$1,336	\$158	\$1,510
4/19/2023 - 5/19/2023 NS - ExOP	17,705	44	\$17	\$1,282	\$136	\$1,434
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	20,758	50	\$17	\$1,661	\$194	\$1,871
6/19/2023 - 7/19/2023 S - ExP	18,981	50	\$17	\$1,467	\$224	\$1,707
7/19/2023 - 8/19/2023 S - ExP	21,636	49	\$17	\$1,656	\$217	\$1,890
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	19,161	45	\$17	\$1,532	\$159	\$1,708
9/19/2022 - 10/19/2022 NS - ExOP	20,233	49	\$17	\$1,450	\$164	\$1,630
10/19/2022 - 11/19/2022 NS - ExOP	21,861	54	\$17	\$1,558	\$192	\$1,766
11/19/2022 - 12/19/2022 NS - ExOP	20,317	52	\$17	\$1,455	\$181	\$1,653
12/19/2022 - 1/19/2023 NS - ExOP	20,407	46	\$17	\$1,461	\$147	\$1,625
Total	238,462	-	\$198	\$17,651	\$2,139	\$19,987

2.1.5 New Electric Bill

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges			
Bill Ranges & Seasons	Total	NC / Max	Other	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	16,514	51	\$17	\$1,202	\$175	\$1,394
2/19/2023 - 3/19/2023 NS - ExOP	10,410	54	\$17	\$796	\$192	\$1,005
3/19/2023 - 4/19/2023 NS - ExOP	6,463	48	\$17	\$534	\$158	\$709
4/19/2023 - 5/19/2023 NS - ExOP	-633	41	\$17	\$75	\$119	\$60
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	1,556	48	\$17	\$191	\$184	\$392
6/19/2023 - 7/19/2023 S - ExP	-910	46	\$17	\$118	\$199	\$97
7/19/2023 - 8/19/2023 S - ExP	3,051	49	\$17	\$334	\$217	\$567
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	3,918	43	\$17	\$409	\$140	\$566
9/19/2022 - 10/19/2022 NS - ExOP	10,720	43	\$17	\$817	\$130	\$964
10/19/2022 - 11/19/2022 NS - ExOP	17,419	54	\$17	\$1,263	\$192	\$1,471
11/19/2022 - 12/19/2022 NS - ExOP	17,476	52	\$17	\$1,266	\$181	\$1,464
12/19/2022 - 1/19/2023 NS - ExOP	17,720	46	\$17	\$1,283	\$147	\$1,446
Total	103,704	-	\$198	\$7,902	\$2,034	\$10,135

Annual Electricity Savings: \$9,853

3.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	1.4%	Net Present Value	(\$82,211)	Payback Period	25.3 Years
ROI	17.3%	PV Degradation Rate	0.45%	Discount Rate	3.4%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$494,700				

Years	Project Costs	O&M / Equipment Replacement	Electric Bill Savings	Federal Tax Effect	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$494,700	-\$1,311	-	-	-\$496,011	-\$496,011
1	-	-\$1,311	\$9,853	\$197,880	\$206,422	-\$289,589
2	-	-\$1,311	\$10,102	-	\$8,792	-\$280,798
3	-	-\$1,311	\$10,358	-	\$9,048	-\$271,750
4	-	-\$1,311	\$10,621	-	\$9,310	-\$262,440
5	-	-\$1,311	\$10,890	-	\$9,579	-\$252,862
6	-	-\$1,311	\$11,165	-	\$9,854	-\$243,008
7	-	-\$1,311	\$11,447	-	\$10,136	-\$232,872
8	-	-\$1,311	\$11,736	-	\$10,425	-\$222,447
9	-	-\$1,311	\$12,032	-	\$10,721	-\$211,727
10	-	-\$1,311	\$12,335	-	\$11,024	-\$200,703
11	-	-\$1,311	\$12,645	-	\$11,334	-\$189,369
12	-	-\$1,311	\$12,963	-	\$11,652	-\$177,717
13	-	-\$1,311	\$13,289	-	\$11,978	-\$165,739
14	-	-\$1,311	\$13,622	-	\$12,311	-\$153,427
15	-	-\$1,311	\$13,964	-	\$12,653	-\$140,774
16	-	-\$12,811	\$14,314	-	\$1,503	-\$139,271
17	-	-\$1,311	\$14,672	-	\$13,361	-\$125,910
18	-	-\$1,311	\$15,039	-	\$13,728	-\$112,182
19	-	-\$1,311	\$15,415	-	\$14,104	-\$98,079
20	-	-\$1,311	\$15,799	-	\$14,488	-\$83,590
21	-	-\$1,311	\$16,193	-	\$14,882	-\$68,708
22	-	-\$1,311	\$16,597	-	\$15,286	-\$53,422
23	-	-\$1,311	\$17,010	-	\$15,699	-\$37,724
24	-	-\$1,311	\$17,432	-	\$16,121	-\$21,602
25	-	-\$1,311	\$17,865	-	\$16,554	-\$5,048
26	-	-\$1,311	\$18,308	-	\$16,997	\$11,949
27	-	-\$1,311	\$18,762	-	\$17,451	\$29,400
28	-	-\$1,311	\$19,226	-	\$17,915	\$47,316
29	-	-\$1,311	\$19,702	-	\$18,391	\$65,706
30	-	-	\$20,188	-	\$20,188	\$85,894
Totals:	-\$494,700	-\$50,829	\$433,543	\$197,880	\$85,894	-



Capitol & Myrtle

Prepared For
Capital City Development Corp
(CCDC)

1/15/2024

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1 Project Summary

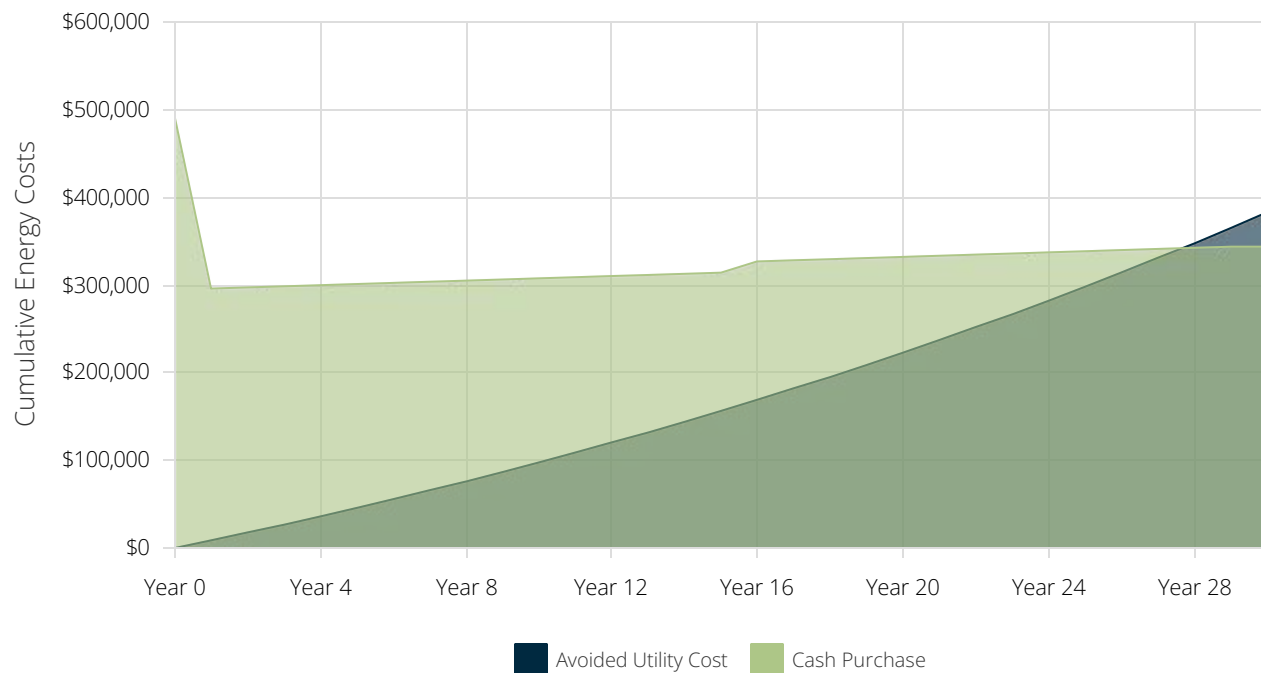
Payment Options	Cash Purchase
IRR - Term	0.7%
LCOE PV Generation	\$0.079 /kWh
Net Present Value	(\$107,913)
Payback Period	27.7 Years
Total Payments	\$488,880
Total Incentives	\$195,552
Net Payments	\$293,328
Electric Bill Savings - Term	\$382,895
Upfront Payment	\$488,880

Combined Solar PV Rating

Power Rating: 122,220 W-DC

Power Rating: 113,901 W-AC-CEC

Cumulative Energy Costs By Payment Option



2.1.1 PV System Details

General Information

Facility: Capitol & Myrtle
Address: 41 S Capitol Blvd Boise ID 83702

Solar PV Equipment Description

Solar Panels: (252) Qcells Q.PEAK DUO XL-G10 485
Inverters: (2) Solectria PVI 50TL

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
Inverters: 15 Years

Solar PV System Cost and Incentives

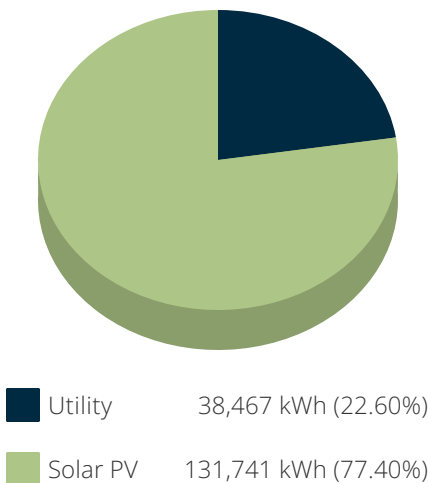
Solar PV System Cost	\$488,880
Direct Pay ITC	-\$195,552
Net Solar PV System Cost	\$293,328

Solar PV System Rating

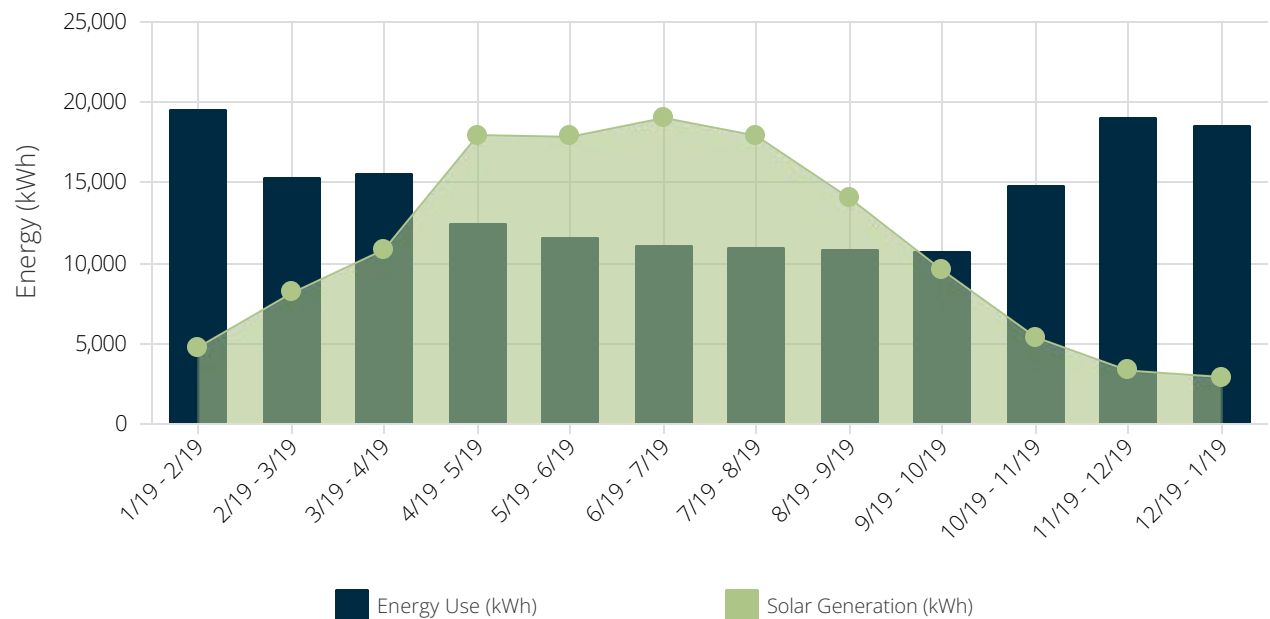
Power Rating: 122,220 W-DC
Power Rating: 113,901 W-AC-CEC

Energy Consumption Mix

Annual Energy Use: 170,208 kWh



Monthly Energy Use vs Solar Generation



2.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

Direct Pay, Investment Tax Credit (ITC) - 30% (with Adders)

The Inflation Reduction Act (IRA) of 2022 contains a "direct pay" provision that enables certain tax-exempt customers, including state and local government, to receive a direct cash payment in lieu of an investment tax credit (ITC). Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the IRA established prevailing wage and apprenticeship requirements in order to qualify for the full 30% "increased rate", rather than a 6% "base rate". The IRA states that direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas. These entities may take direct pay for solar and storage in the ITC and PTC as well as the ITC/PTC when tech neutral starts after 2025. In addition to the 30% ITC, the IRA establishes three different types of ITC "Adders", which provide additional tax credits of up to 10% each, for projects that meet specified requirements. (1) Energy Community, projects sited in an "energy community", which includes brownfield sites, census tracts where a coal mine closed after 1999 or a coal-fired power plant was retired after 2009, or areas where 25% of local tax revenues are related to the extraction, processing or storage of coal, oil, or natural gas at any time beginning in 2010. (2) Low-income, projects located in a qualified "low-income community", which is defined as a census tract with a poverty rate of at least 20%, as well as a census tract where the median family income (MFI) is 80% or less of statewide MFI, or on "Indian land", which is defined as land located within the boundaries of an Indian reservation or lands held by a tribe. (3) Domestic Content, for projects that meet specified domestic content requirements which will be set by Treasury, including 100% steel/iron for manufactured products with a 40% requirement through 2024 followed by 45% in 2025, 50% in 2026, and 55% in 2027 and beyond. Manufactured content is further explained: the products which are components of a qualified facility upon completion will be deemed to have been produced in the United States if the adjusted percentage of the total costs of all such manufactured products of the facility are attributable to manufactured products which are mined, produced, or manufactured in the United States.

Total Incentive Value: \$195,552

A 40% DIRECT PAY WAS ASSUMED FOR THE PURPOSES OF THIS FEASIBILITY STUDY. 30% DIRECT PAY OF THE INFLATION REDUCTION ACT UTILIZED + A 10% ADDER OF DOMESTIC CONTENT. ENERGY GENERATION AND FINANCIAL ANALYSES ASSUMED DOMESTICALLY PRODUCED STEEL, PV PANELS, ETC.

2.1.3 Utility Rates

The table below shows the rates associated with your current utility rate schedule (9 - Proposed ID Power Change). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges				Demand Charges			
Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change	Season	Charge Type	Rate Type	9 - Proposed ID Power Change
S - ExOP	Flat Rate	per billing period	\$16.50	S - ExOP	T < 2,000 kw	Import	\$0.12944	S - ExOP	20 kw < T	Import	\$6.25
S - ExP	Flat Rate	per billing period	\$16.50	S - ExOP	2,000 kw < T	Import	\$0.07116	S - ExP	20 kw < T	Import	\$6.25
NS - ExP	Flat Rate	per billing period	\$16.50	S - ExP	T < 2,000 kw	Import	\$0.12944	NS - ExP	20 kw < T	Import	\$4.59
NS - ExOP	Flat Rate	per billing period	\$16.50	S - ExP	2,000 kw < T	Import	\$0.07116	NS - ExOP	20 kw < T	Import	\$4.59
				NS - ExP	T < 2,000 kw	Import	\$0.11861	S - ExOP	20 kw < T	Import	\$1.06
				NS - ExP	2,000 kw < T	Import	\$0.0665	S - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	T < 2,000 kw	Import	\$0.11861	NS - ExP	20 kw < T	Import	\$1.06
				NS - ExOP	2,000 kw < T	Import	\$0.0665	NS - ExOP	20 kw < T	Import	\$1.06

2.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	19,558	35	\$17	\$0	\$1,405	\$85	\$1,506
2/19/2023 - 3/19/2023 NS - ExOP	15,359	33	\$17	\$0	\$1,126	\$73	\$1,215
3/19/2023 - 4/19/2023 NS - ExOP	15,521	35	\$17	\$0	\$1,136	\$85	\$1,238
4/19/2023 - 5/19/2023 NS - ExOP	12,414	28	\$17	\$0	\$930	\$45	\$991
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	11,565	25	\$17	\$0	\$1,021	\$36	\$1,074
6/19/2023 - 7/19/2023 S - ExP	11,011	27	\$17	\$0	\$900	\$63	\$979
7/19/2023 - 8/19/2023 S - ExP	10,989	26	\$17	\$0	\$899	\$57	\$972
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	10,860	16	\$17	\$0	\$964	\$8	\$989
9/19/2022 - 10/19/2022 NS - ExOP	10,695	17	\$17	\$0	\$815	\$0	\$832
10/19/2022 - 11/19/2022 NS - ExOP	14,743	38	\$17	\$0	\$1,085	\$102	\$1,203
11/19/2022 - 12/19/2022 NS - ExOP	19,006	36	\$17	\$0	\$1,368	\$90	\$1,475
12/19/2022 - 1/19/2023 NS - ExOP	18,487	35	\$17	\$0	\$1,334	\$85	\$1,435
Total	170,208	-	\$198	-	\$12,981	\$729	\$13,908

2.1.5 New Electric Bill

Rate Schedule: IP - 9 - Proposed ID Power Change

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges				
Bill Ranges & Seasons	Total	NC / Max	Other	NBC	Energy	Demand	Total
1/19/2023 - 2/19/2023 NS - ExOP	14,799	35	\$17	\$0	\$1,109	\$85	\$1,211
2/19/2023 - 3/19/2023 NS - ExOP	7,210	33	\$17	\$0	\$656	\$73	\$746
3/19/2023 - 4/19/2023 NS - ExOP	4,683	35	\$17	\$0	\$518	\$85	\$620
4/19/2023 - 5/19/2023 NS - ExOP	-5,551	28	\$17	\$0	\$34	\$45	\$28
5/19/2023 - 6/19/2023 NS - ExOP / S - ExOP	-6,289	25	\$17	\$0	\$98	\$29	\$53
6/19/2023 - 7/19/2023 S - ExP	-8,022	27	\$17	\$0	\$660	\$63	\$580
7/19/2023 - 8/19/2023 S - ExP	-6,938	26	\$17	\$0	\$595	\$57	\$522
8/19/2022 - 9/19/2022 S - ExP / NS - ExP	-3,160	16	\$17	\$0	\$24	\$8	\$49
9/19/2022 - 10/19/2022 NS - ExOP	1,119	17	\$17	\$0	\$295	\$0	\$312
10/19/2022 - 11/19/2022 NS - ExOP	9,362	38	\$17	\$0	\$767	\$102	\$886
11/19/2022 - 12/19/2022 NS - ExOP	15,683	36	\$17	\$0	\$1,157	\$90	\$1,264
12/19/2022 - 1/19/2023 NS - ExOP	15,572	35	\$17	\$0	\$1,147	\$85	\$1,248
Total	38,468	-	\$198	-	\$4,287	\$722	\$5,207

Annual Electricity Savings: \$8,702

3.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	0.7%	Net Present Value	(\$107,913)	Payback Period	27.7 Years
ROI	8.0%	PV Degradation Rate	0.45%	Discount Rate	3.4%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$488,880				

Years	Project Costs	O&M / Equipment Replacement	Direct Pay ITC	Electric Bill Savings	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$488,880	-\$1,296	-	-	-\$490,176	-\$490,176
1	-	-\$1,296	\$195,552	\$8,702	\$202,958	-\$287,218
2	-	-\$1,296	-	\$8,922	\$7,627	-\$279,591
3	-	-\$1,296	-	\$9,148	\$7,853	-\$271,738
4	-	-\$1,296	-	\$9,380	\$8,085	-\$263,653
5	-	-\$1,296	-	\$9,617	\$8,322	-\$255,332
6	-	-\$1,296	-	\$9,861	\$8,565	-\$246,767
7	-	-\$1,296	-	\$10,110	\$8,814	-\$237,953
8	-	-\$1,296	-	\$10,365	\$9,069	-\$228,883
9	-	-\$1,296	-	\$10,626	\$9,330	-\$219,553
10	-	-\$1,296	-	\$10,894	\$9,598	-\$209,955
11	-	-\$1,296	-	\$11,168	\$9,872	-\$200,082
12	-	-\$1,296	-	\$11,449	\$10,153	-\$189,929
13	-	-\$1,296	-	\$11,736	\$10,441	-\$179,488
14	-	-\$1,296	-	\$12,031	\$10,735	-\$168,753
15	-	-\$1,296	-	\$12,333	\$11,037	-\$157,716
16	-	-\$12,796	-	\$12,642	-\$154	-\$157,870
17	-	-\$1,296	-	\$12,958	\$11,663	-\$146,207
18	-	-\$1,296	-	\$13,282	\$11,987	-\$134,221
19	-	-\$1,296	-	\$13,614	\$12,318	-\$121,902
20	-	-\$1,296	-	\$13,954	\$12,658	-\$109,244
21	-	-\$1,296	-	\$14,302	\$13,006	-\$96,238
22	-	-\$1,296	-	\$14,658	\$13,362	-\$82,876
23	-	-\$1,296	-	\$15,022	\$13,727	-\$69,149
24	-	-\$1,296	-	\$15,396	\$14,100	-\$55,049
25	-	-\$1,296	-	\$15,778	\$14,483	-\$40,566
26	-	-\$1,296	-	\$16,169	\$14,874	-\$25,692
27	-	-\$1,296	-	\$16,570	\$15,275	-\$10,418
28	-	-\$1,296	-	\$16,980	\$15,685	\$5,267
29	-	-\$1,296	-	\$17,400	\$16,104	\$21,371
30	-	-	-	\$17,830	\$17,830	\$39,201
Totals:	-\$488,880	-\$50,366	\$195,552	\$382,895	\$39,201	-



APPENDIX E: STRUCTURAL ANALYSIS



January 17, 2024

Mr. Zach Piepmeyer, P.E.
Parking & Mobility Director
Capital City Development Corporation (CCDC)
121 N 9th Street, Suite 501
Boise, ID 83702

RE: *Proposed Parking Deck Solar Photovoltaic Panels*
CCDC Boise, ID Parking Deck Portfolio
Preliminary Structural Analysis

Dear Mr. Piepmeyer:

Pursuant to your request, Kimley-Horn and Associates, Inc. conducted a structural engineering evaluation of an existing parking structure to determine the feasibility of applying solar photovoltaic (PV) panels and canopy system on the top floor of the parking decks. As part of this scope, final racking design or specific concentrated loads are unknown, so analysis was performed to determine feasibility of the load increase for the PV panels based on column capacities.

The proposed loading was reviewed for its impact on the existing building structure. Self-weight, dead, snow, live, and lateral loads were applied in accordance with the respective governing code as specified on the general notes page of the original structural construction drawings.

The original structural construction drawings for the parking structures that were reviewed as part of this project are as follows:

Design Documents	
9 th & Front	Brickey Design Associated, dated 06/08/1999
10 th & Front	L.F. Robinson & Associates, dated 02/08/1977
11 th & Front	Babcock Design Group, dated 09/16/2016

The existing structure is a cast-in-place concrete structure featuring reinforced concrete columns and beams. The specified governing code-prescribed loads are carried to the concrete columns via the concrete slab and post tensioned and reinforced beams.

Structural parameters used within the analysis are as follows:

Site Structural Parameters			
	9 th & Front	10 th & Front	11 th & Front
Current Building Code	2018 IBC, 7-16 ASCE		
Wind Speed (mph)	102		
Design Year	1999	1977	2016
Design Code	1997 UBC	1976 UBC	2010 IBC
Structure's Use	Parking Deck		
Risk Category	II		
Exposure Category	B		
Roof Snow Load, p_r (psf)	30	15 ¹	21
Live Load (psf)	50	50	40
Applied Solar Load (psf)	8		
Seismic Site Class	D-default	D-default	C
S_s	0.309		
S_1	0.110		

Per the International Existing Building Code (IEBC), Section 503.3, existing structural elements carrying gravity load do not need to be altered or replaced if the alteration results in an increase in design loads of less than 5%. The added solar load does not increase the load tributary the columns by more than 5%.

IEBC 2018 Section 503.4 states that structural elements carrying lateral load need not be altered or replaced if the alteration results in an increase in demand-capacity ratio of less than 10% of the original demand-capacity ratio. The proposed PV loadings do not increase the lateral demand-capacity ratio by more than 10% of the original demand-capacity ratio.

Based on the above referenced data and the assumptions stated herein, it is the opinion of Kimley-Horn that the existing parking deck's structural system can support increased loading associated with PV panel distributed load. Neither concentrated loads associated with proposed electrical equipment nor construction staging loads have been specifically analyzed. Once final canopy design is complete, a formal structural analysis should be performed to confirmed this opinion of feasibility.

¹ Roof snow load at time of construction could not be verified on construction documents, 15 psf was conservatively assumed for analysis.

The existing parking structure is assumed to have been properly maintained and in good condition with no structural defects and no deterioration to its member capacities. All connections are assumed to be sound. While limited site observations were made by Kimley-Horn staff, no testing was conducted to confirm this assumption. It shall remain the responsibility of the building owner to ensure that the structure is and remains in good condition. Kimley-Horn makes no warranties, expressed or implied in connection with this letter and disclaims any liability arising from original design, material, fabrication, and erection deficiencies or the condition of the building structure.

Please contact me at (385) 881 6456 or alex.borg@kimley-horn.com should you have any questions.

Respectfully Submitted,

KIMLEY-HORN AND ASSOCIATES, INC.



Alex Borg, P.E.

License # P-22895



APPENDIX F: ELECTRICAL ANALYSIS



February 16, 2024

Mr. Zach Piepmeyer, P.E.
Parking & Mobility Director
Capital City Development Corporation (CCDC)
121 N 9th Street, Suite 501
Boise, ID 83702

**RE: *Proposed Parking Deck Solar Photovoltaic Panels
CCDC Boise, ID Parking Deck Portfolio
Preliminary Electrical Analysis***

Dear Mr. Piepmeyer:

Kimley Horn has evaluated the 9th & Front, 10th & Front, and 11th & Front location and has performed a feasibility analysis for the incorporation of onsite solar photovoltaic (PV) generation systems. As part of this project, we reviewed Client-provided documentation, applicable utility requirements, and governing building codes. Based on research and analysis we submit the following findings and recommendations to your team for consideration.

Upon evaluation it was found that interconnection of the three garages evaluated are feasible with limited electrical upgrades.

9th & Front:

The 9th & Front location currently has an 800A, main service entrance switchboard (SES).

To incorporate a PV system to the SES the PV system disconnect will connect to the load side of the SES. The connection of a PV system to the load side of a service disconnect is permitted by and must abide to 2017 National Electric Code (NEC) 705.12(B)(2)(3)(b) and furthermore shall comply with Part VII of Article 230, thus a disconnecting means within 25ft of the tap complying to 2017 NEC 240.21 (2).

The proposed 100kW PV will require a disconnecting means within 25ft of the tap rated at: $I = \frac{100KW}{480V \cdot 1.732} = 120.28A$ which must be oversized by 125% to comply with 2017 NEC 210.19(A)(1)(a), resulting in a 150.35A, which must be rounded up to the nearest standard size of a 200A disconnect.

This disconnect must also be compliant with 2017 NEC 705.12 (2)(3)(d), in which the following statement must hold true:

125% of PV output circuit + Main breaker < 120% current rating of busbar

$$125\% \cdot 120.28A + 800A < 120\% \cdot 800A \rightarrow 950.35A < 960A$$

Therefore, interconnecting a 100KW PV system is feasible at the 9th and Front location. Kimley-Horn understands that a suitable location for the PV system disconnect can be found within 25 ft of the tap based on site visit findings.

10th & Front:

The 10th & Front location currently has a small, 400A, main service entrance switchboard (SES). The SES uses the six disconnects rule as permitted by 2017 NEC 230.71 (A) with a 60A, 100A and 200A fused switch.

To incorporate a PV system to the SES applying the six disconnects rule, the PV system disconnect will connect to the supply side of the SES. The connection of a PV system to the supply side of a service disconnect is permitted by 2017 NEC 230.82 (6) and furthermore shall comply with Part VII of Article 230, thus a disconnecting means within 25ft of the tap complying to 2017 NEC 240.21 (2).

The requested 100KW PV that will be tapping the supply side of the SES must comply with 2017 NEC 705.12(A) which states that a supply side connection shall be permitted if the ratings of all overcurrent devices connected to power production sources shall not exceed the rating of the service (400A).

The proposed 100KW PV will require a disconnecting means within 25ft of the tap rated at: $I = \frac{100KW}{480V \cdot 1.732} = 120.28A$ which must be oversized by 125% to comply with 2017 NEC 210.19(A)(1)(a), resulting in a 150.35A, which must be rounded up to the nearest standard size of a 200A disconnect.

Therefore, interconnecting a 100KW PV system is feasible at the 9th and Front location. Kimley-Horn understands that a suitable location for the PV system disconnect can be found within 25 ft of the tap.

11th & Front:

The 11th & Front location currently has an 1200A, main service entrance switchboard (SES).

To incorporate a PV system to the SES the PV system disconnect will connect to the load side of the SES. The connection of a PV system to the load side of a service disconnect is permitted by and must abide to 2017 NEC 705.12(B)(2)(3)(b) and furthermore shall comply with Part VII of Article 230, thus a disconnecting means within 25ft of the tap complying to 2017 NEC 240.21 (2).

The proposed 100KW PV will require a disconnecting means within 25ft of the tap rated at: $I = \frac{100KW}{480V \cdot 1.732} = 120.28A$ which must be oversized by 125% to comply with 2017 NEC 210.19(A)(1)(a), resulting in a 150.35A, which must be rounded up to the nearest standard size of a 200A disconnect.

This disconnect must also be compliant with 2017 NEC 705.12 (2)(3)(d), in which the following statement must hold true:

$$125\% \text{ of PV output circuit} + \text{Main breaker} < 120\% \text{ current rating of busbar}$$

$$125\% * 120.28A + 1200A < 120\% * 1200A \rightarrow 1350.35A < 1440A$$

Therefore, interconnecting a 100KW PV system is feasible at the 9th and Front location. Kimley-Horn understands that a suitable location for the PV system disconnect can be found within 25 ft of the tap based on site visit findings.



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IV. CONSENT AGENDA



Paid Invoice Report

For the Period: 2/1/2024 through 2/29/2024

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	AHA Payment - Civic Plaza	2/16/2024	85,000.00
Payroll:		Total Debt Payments:	85,000.00
CCDC Employees	Direct Deposits Net Pay	2/7/2024	40,107.83
EFTPS - IRS	Federal Payroll Taxes	2/7/2024	18,689.68
Idaho State Tax Commission	State Payroll Taxes	2/7/2024	2,956.00
PERSI	Retirement Payment	2/7/2024	21,291.91
457(b)	Retirement Payment	2/7/2024	1,430.71
CCDC Employees	Direct Deposits Net Pay	2/21/2024	51,511.69
EFTPS - IRS	Federal Payroll Taxes	2/21/2024	17,172.42
Idaho State Tax Commission	State Payroll Taxes	2/21/2024	2,691.00
PERSI	Retirement Payment	2/21/2024	21,324.15
457(b)	Retirement Payment	2/21/2024	1,430.71
		Total Payroll Payments:	263,606.10
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	2/29/2024	1,965,123.28 A

Total Cash Disbursements: \$ 2,313,729.38

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

Joey Chen
Finance Director

3/1/2024
Date

John Brunelle
Executive Director

3/4/24
Date

Report Criteria:

Summary report type printed
Check.Voided = no

Name	Check Amount	Check Issue Date
Abbey Louie LLC	3,000.00	02/28/2024
Total Abbey Louie LLC:	3,000.00	
Acme Fast Freight	2,534.68	02/28/2024
Total Acme Fast Freight:	2,534.68	
American Fire Protection LLC	530.00	02/27/2024
	200.00	02/27/2024
	200.00	02/27/2024
	200.00	02/27/2024
	200.00	02/27/2024
Total American Fire Protection LLC:	1,330.00	
Atlas Technical Consultants LLC	2,165.10	02/28/2024
	408.80	02/28/2024
	2,043.30	02/28/2024
Total Atlas Technical Consultants LLC:	4,617.20	
AVI Systems	9,275.69	02/29/2024
	350.00	02/29/2024
	515.00	02/29/2024
	350.00	02/29/2024
	350.00	02/29/2024
Total AVI Systems:	10,840.69	
Blue Cross of Idaho	29,465.53	02/01/2024
Total Blue Cross of Idaho:	29,465.53	
Boise City Utility Billing	9.57	02/26/2024
Total Boise City Utility Billing:	9.57	
Boise Metro Chamber of Com	2,500.00	02/28/2024
Total Boise Metro Chamber of Com:	2,500.00	
Boxcast Inc	42.55	02/28/2024
Total Boxcast Inc:	42.55	
Car Park	162,082.84	02/29/2024

Name	Check Amount	Check Issue Date
Total Car Park:	162,082.84	
Caselle Inc.	748.00	02/01/2024
	1,050.00	02/27/2024
Total Caselle Inc.:	1,798.00	
City of Boise	3,716.06	02/27/2024
Total City of Boise:	3,716.06	
Crane Alarm Service	25.00	02/27/2024
	181.25	02/27/2024
Total Crane Alarm Service:	206.25	
CSHQA	20,862.25	02/29/2024
Total CSHQA:	20,862.25	
Eide Bailly LLP	1,837.50	02/29/2024
Total Eide Bailly LLP:	1,837.50	
Elam & Burke P.A.	53.00	02/29/2024
	9,550.50	02/29/2024
	1,060.00	02/29/2024
	79.50	02/29/2024
	1,166.00	02/29/2024
Total Elam & Burke P.A.:	11,909.00	
GGLO LLC	22,713.00	02/29/2024
Total GGLO LLC:	22,713.00	
Gilao Consulting LLC	2,600.00	02/28/2024
Total Gilao Consulting LLC:	2,600.00	
Guho Corp.	525,624.68	02/29/2024
Total Guho Corp.:	525,624.68	
Idaho Power	263,939.00	02/14/2024
	18.99	02/21/2024
	5.66	02/20/2024
Total Idaho Power:	263,963.65	
Idaho Site Works LLC	201,235.48	02/27/2024

Name	Check Amount	Check Issue Date
Total Idaho Site Works LLC:	201,235.48	
Ideal Demolition Services LLC	100,000.00	02/29/2024
Total Ideal Demolition Services LLC:	100,000.00	
IEC Group	1,400.00	02/28/2024
Total IEC Group:	1,400.00	
Jacobs Engineering Group Inc	27,224.90	02/29/2024
Total Jacobs Engineering Group Inc:	27,224.90	
Jensen Belts Associates	3,265.00	02/29/2024
	46,727.50	02/29/2024
	8,800.00	02/29/2024
Total Jensen Belts Associates:	58,792.50	
Kimley-Horn and Associates Inc	16,725.30	02/29/2024
Total Kimley-Horn and Associates Inc:	16,725.30	
Kittelson & Associates Inc.	19,911.25	02/29/2024
	41,716.88	02/29/2024
	13,502.78	02/29/2024
	14,595.97	02/29/2024
	24,643.10	02/29/2024
Total Kittelson & Associates Inc.:	114,369.98	
McAlvain Construction Inc.	203,825.21	02/29/2024
	58,709.08	02/29/2024
	7,680.00	02/29/2024
Total McAlvain Construction Inc.:	270,214.29	
Nations Roof LLC	1,925.00	02/28/2024
Total Nations Roof LLC:	1,925.00	
Rim View LLC	16,178.73	02/01/2024
Total Rim View LLC:	16,178.73	
Sawtooth Caulking Inc.	13,078.00	02/29/2024
Total Sawtooth Caulking Inc.:	13,078.00	
Scheidt & Bachmann USA Inc.	849.54	02/28/2024

Name	Check Amount	Check Issue Date
Total Scheidt & Bachmann USA Inc.:	849.54	
Security LLC - Plaza 121	14,498.63	02/01/2024
	375.17	02/27/2024
Total Security LLC - Plaza 121:	14,873.80	
Stability Networks Inc.	3,200.00	02/28/2024
	9.00	02/28/2024
	527.34	02/28/2024
Total Stability Networks Inc.:	3,736.34	
State Insurance Fund	1,724.00	02/27/2024
Total State Insurance Fund:	1,724.00	
Steelman Plumbing LLC	359.00	02/27/2024
Total Steelman Plumbing LLC:	359.00	
Syringa Networks LLC	654.32	02/28/2024
Total Syringa Networks LLC:	654.32	
The Land Group Inc.	1,811.25	02/29/2024
	10,248.25	02/29/2024
	16,239.50	02/29/2024
Total The Land Group Inc.:	28,299.00	
The Potting Shed	65.00	02/27/2024
Total The Potting Shed:	65.00	
Treasure Valley Coffee Inc	106.00	02/28/2024
Total Treasure Valley Coffee Inc:	106.00	
United Heritage	1,581.45	02/27/2024
Total United Heritage:	1,581.45	
US Bank - Credit Cards	12,830.73	02/14/2024
Total US Bank - Credit Cards:	12,830.73	
Veolia (Suez Water Idaho)	32.86	02/02/2024
Total Veolia (Suez Water Idaho):	32.86	
Veritas Material Consulting	1,200.00	02/28/2024

Name	Check Amount	Check Issue Date
	480.00	02/28/2024
Total Veritas Material Consulting:	1,680.00	
Westerberg & Associates	5,000.00	02/29/2024
Total Westerberg & Associates:	5,000.00	
Western States Equipment	300.05	02/27/2024
Total Western States Equipment:	300.05	
Xerox Corporation	233.56	02/28/2024
Total Xerox Corporation:	233.56	
Grand Totals:	1,965,123.28	A

Report Criteria:

Summary report type printed

Check.Voided = no

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Board Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
February 12, 2024

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 Lauren McLean, Commissioner Rob Perez, Commissioner John Stevens and Commissioner Alexis Townsend.

Absent: Commissioner Danielle Hurd.

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; Kelly Burrows, Project Manager – Capital Improvements; Zach Piepmeyer, P.E., Parking & Mobility Director; Sandy Lawrence, Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

Kevin Smith, Eide Bailly, attended the meeting.

Katelyn Menuge, Sr. Planner, Planning and Development Services, City of Boise, attended the meeting.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

III. WORK SESSION

A. Trailhead Annual Report

Tiam Rastegar, Trailhead CEO & Executive Director, gave a report.

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.

Commissioner Cooper made a motion to approve the Consent Agenda.

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

V. ACTION ITEM

A. CONSIDER Election of Board Officers - Chair, Vice-Chair, Secretary/Treasurer

Chair Haney Keith, gave a report.

Commissioner Haney Keith moved to elect the Board Officers as presented.

- Chair - Commissioner Haney Keith
- Vice-Chair - Commissioner John Stevens
- Secretary/Treasurer - Commissioner Lauren McLean

Commissioner Perez seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

Chair Haney Kieth noted that in accordance with the Agency Bylaws, these three elected Board Officers are designated to serve as the Executive Committee for the Board. Also as permitted by the Agency Bylaws, Joey Chen, CCDC Director of Finance & Administration, will continue in her previously appointed capacity as the Secretary Pro Tempore and will carry out secretarial duties when the elected Secretary is absent.

B. CONSIDER Approve Executive Committee Charge

Chair Haney Keith, gave a report.

Commissioner Haney Keith moved to approve the Executive Committee Charge.

Commissioner Townsend seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

C. CONSIDER Annual Independent Audit of FY 2023 Financial Statements

Kevin Smith, Eide Bailly, gave a report.

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

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

D. CONSIDER Resolution 1855: Public Works Construction Contract for Eisenman Road Pedestrian Improvements Project

Kassi Brown, Project Manager – Property Development, gave a report.

Commissioner McLean moved 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.

Commissioner Alexander seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

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

Kelly Burrows, Project Manager – Capital Improvements, gave a report.

Commissioner Cooper moved to designate the Empire Theater Building as eligible for One Time Assistance and to direct staff to negotiate a Type 1 Participation Agreement with West Bannock Dev, LLC for future board approval.

Commissioner Perez seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

F. CONSIDER Designation: Shoreline and State Street District Design Standards, Type 4 Agreement with Boise City Planning and Development Services

Kelly Burrows, Project Manager – Capital Improvements and Katelyn Menuge, Sr. Planner, Planning and Development Services, City of Boise, gave a report.

Commissioner Perez moved to designate the 2024 Boise Streetscape Standards and Specifications Manual Update as eligible for Type 4 assistance and to direct the Agency to negotiate a final agreement with Boise City Planning and Development Services.

Commissioner Alexander seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye

Commissioner Haney Keith - Aye
Commissioner McLean - Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 8 - 0.

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, Project Manager – Capital Improvements, gave a report.

Commissioner Erstad moved 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.

Commissioner Perez seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

H. CONSIDER Ratification of Davis Family Property Letter of Intent

Kelly Burrows, Project Manager – Capital Improvements, gave a report.

Commissioner Erstad moved 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.

Commissioner Townsend seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

VI. MEETING ADJOURNMENT

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

The meeting was adjourned at 12:58 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 11th DAY OF MARCH 2024.

Latonia Haney Keith, Chair

John Stevens, Vice Chair



AGENDA BILL

Agenda Subject: Memorandum of Understanding – State Street/Idaho 44 Transit Corridor Implementation Coordination Plan		Date: March 11, 2024
Staff Contact: Zach Piepmeyer, P.E. Parking & Mobility Director	Attachments: <div>1. Resolution 1861</div> <div>2. Memorandum of Understanding – State Street/Idaho 44 Transit Corridor Implementation Coordination Plan</div>	
Action Requested: Approve Resolution 1861, approving the Memorandum of Understanding – State Street/Idaho 44 Transit Corridor Implementation Coordination Plan		

Compass, Valley Regional Transit, and other partner agencies are in the process of updating the Memorandum of Understanding (MOU) for the coordination and implementation of the State Street Transit and Traffic Operation Plan (TTOP) to reflect modifications to the TTOP.

The Agency is involved as a party to the MOU because the geographic scope of the TTOP includes parts of several Urban Renewal Districts, including the State Street District. The Agency is involved in State Street and other regional transit corridor planning and implementation efforts as they generally terminate in downtown Boise where the Agency plays an important role in mobility and travel demand management.

Fiscal Impacts:

The MOU is non-binding and carries no fiscal obligations.

Background:

Land use and transportation agencies in the Treasure Valley have been working together for years to develop and improve State Street as an essential high-capacity transit corridor into Downtown Boise through transit-supportive development, including transit-oriented development nodes, pedestrian-oriented streetscapes, improved pedestrian and bicycle facilities, and special purpose travel lanes for transit and complementary uses.

The current effort began with the State Street Corridor Strategic Plan Study in 2004, followed by the Downtown Boise Mobility Study in 2005. Following this effort, the original State Street Corridor Implementation Agency MOU was executed by Ada County Highway District (ACHD), City of Boise, City of Garden City, and Valley Regional Transit (VRT) in 2006 and was in effect through 2010. The City of Boise developed the 2016 Transportation Action Plan, which seeks to scale plans for State Street as a transit corridor to three best-in-class transit routes citywide.

With the completion and adoption in 2011 of the State Street Transit and Traffic Operation Plan (TTOP)—which identifies and prioritizes roadway, transit, and land use improvements on the corridor— the parties to the original MOU were joined by the Agency, City of Eagle, Community Planning Association of Southwest Idaho (COMPASS), and Idaho Transportation Department (ITD) on a second five-year implementation MOU in effect from 2011 through 2016. This second MOU was intended to cover the near-term activities of the State Street TTOP. Under it, partner agencies accomplished a number of these items, including completion of the Downtown Boise Multi-Model Center named “Main Street Station,” and in which the Agency played a major role. The previous MOU, in effect from 2017 through 2021, was intended to cover near-term and medium-term activities identified in the State Street TTOP. During the term of that MOU, the Agency participated in the establishment of the Downtown Mobility Collaborative “City Go”, assisted in the development of the State Street Transit Oriented Development Implementation Plan, and established the State Street Urban Renewal District.

A second five-year extension to the MOU for the years 2022 through 2026 was approved by the Agency under Resolution No. 1734 in December 2021. Under this current MOU, the Agency has maintained a partnership with the City Go program and participated in the State Street Technical Team tasked with developing a proposed addendum to the 2011 TTOP. Additionally, VRT completed the 2022 State Street Transit Operational Analysis (TOA) to determine quick-build and low-cost design options for efficient bus operations on the corridor in lieu of High-Occupancy Vehicle (HOV) travel lanes, which are prohibited under state code. The TOA ultimately led to creation of the TTOP addendum being considered. See Attachment 2 for a full description of changes proposed through this addendum.

This update to the current MOU approves the proposed addendum to the 2011 TTOP and intends to ensure the partner agencies continue their cooperation and collaborative efforts in support of the long-range transit vision of the State Street corridor.

The MOU continues to provide a valuable interagency collaboration framework for the State Street District.

Staff Recommendation:

Approve Resolution 1861, approving the Memorandum of Understanding – State Street/Idaho 44 Transit Corridor Implementation Coordination Plan

Suggested Motion:

I move to approve Resolution 1861, approving the Memorandum of Understanding – State Street/Idaho 44 Transit Corridor Implementation Coordination Plan

Attachment 1

Resolution 1861

RESOLUTION NO. 1861

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE MEMORANDUM OF UNDERSTANDING: STATE STREET / IDAHO 44 TRANSIT CORRIDOR IMPLEMENTATION COORDINATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Agency has long recognized the importance and significance of the development of transportation services including alternative transportation modes within the Downtown Urban Renewal Areas as a critical component of revitalization; and,

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

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

WHEREAS, the portions of the Plans are located within the boundaries of the State Street/Idaho 44 Corridor; and,

WHEREAS, the Agency has executed a “*Memorandum of Understanding: State Street / Idaho 44 Transit Corridor Implementation Coordination*” with Ada County, the Ada County Highway District, the City of Boise, the City of Eagle, the City of Garden City, the Community Planning Association of Southwest Idaho, the Idaho Transportation Department, and Valley Regional Transit, approved by the Agency Board with the adoption of Resolution 1252 on April 25, 2011, and effective through 2016, concerning the Agency’s participation in implementation and coordination of the State Street Transit Corridor; and,

WHEREAS, the Agency and the above-listed agencies continued their partnership with the renewal of the “*Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination*,” effective through 2021, approved by the Agency Board with the adoption of Resolution 1479 on February 13, 2017; and,

WHEREAS, the Agency and the above-listed agencies continued their partnership with the renewal of the “*Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination*” (the “MOU”), effective through 2026, approved by the Agency Board with the adoption of Resolution 1734 on December 13, 2021. Under this MOU, the Agency has maintained a partnership with the Downtown Mobility Collaborative “City Go” program and has participated in the State Street Technical Team tasked with developing a proposed addendum to the 2011 State Street Transit and Traffic Operation Plan (“TTOP”); and,

WHEREAS, Valley Regional Transit completed the 2022 State Street Transit Operational Analysis (“TOA”) to determine quick-build and low-cost design options for efficient bus operations on the State Street corridor in lieu of High-Occupancy Vehicle travel lanes which are prohibited under state statute. The TOA ultimately led to creation of a TTOP addendum which could be approved and adopted with the approval of the updated “*Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination*,” to be in effect through the year 2026, attached hereto as Exhibit A; and,

WHEREAS, Agency staff recommends approval of the updated MOU as it continues to provide a valuable interagency collaboration framework for the State Street District; and,

WHEREAS, the Agency Board finds it to be in the best public interest to approve the updated *Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination* and authorize the Executive Director to execute same.

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

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

Section 2: That the updated *Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination* (the “Agreement”), effective retroactively to January 1, 2022, through December 31, 2026, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, be and the same is hereby approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and 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 March 11, 2024, Agency Board meeting.

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

PASSED AND APPROVED by the Urban Renewal Agency of Boise City, Idaho, on March 11, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 11, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST

By: _____
Latonia Haney Keith, Chair

By: _____
John Stevens, Vice Chair

Attachment 2

State Street/Idaho 44 Transit Corridor Implementation Coordination Plan Memorandum of Understanding with Addendum

**MEMORANDUM OF UNDERSTANDING
STATE STREET/IDAHO 44 TRANSIT CORRIDOR
IMPLEMENTATION COORDINATION**

**Between
ADA COUNTY
ADA COUNTY HIGHWAY DISTRICT
CAPITAL CITY DEVELOPMENT CORPORATION
CITY OF BOISE
CITY OF EAGLE
CITY OF GARDEN CITY
COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO
IDAHO TRANSPORTATION DEPARTMENT
VALLEY REGIONAL TRANSIT**

This Memorandum of Understanding (“**MOU**”) is entered into this ____ day of _____, 2024, by and between Ada County, Ada County Highway District, Capital City Development Corporation, City of Boise, City of Eagle, City of Garden City, Community Planning Association of Southwest Idaho, Idaho Transportation Department, and Valley Regional Transit. Collectively, these entities are referred to herein as “Agencies” or individually as “Agency.”

BACKGROUND

The State Street and State Street/Idaho 44 Corridor (the “Corridor”) is identified in the regional long-range transportation plan, *Communities in Motion 2050*, as a regionally significant corridor with a strong transit emphasis. The Corridor is divided into three segments: Downtown Boise to Whitewater; Whitewater to Glenwood; and Glenwood to Highway 16.

The Agencies have worked collectively toward the vision of State Street as a designated transit corridor defined in 2004 in the State Street Corridor Strategic Plan Study. Building upon the original vision, the State Street Transit and Traffic Operations Plan (TTOP) completed in 2011 outlined near, medium and long-term planning and implementation for transit, traffic, and land use. Additional studies and projects are underway.

The original State Street Corridor Implementation Agency MOU (the “Original MOU”) was executed in January 2006 and was updated every five-years by the Agencies with the current MOU expiring on December 31, 2026. The primary purpose of this document is to ensure the Agencies, which are parties to this MOU, continue their cooperation and collaborative efforts in support of the long-range transit vision of the Corridor.

1. PURPOSE; TERM; DEFINITIONS.

- A. This MOU does not require the signing Agencies to make any financial commitments or appropriations of specific funds. The parties to this MOU agree that failure of any party to appropriate or otherwise commit to fund any of the activities described herein will not be deemed a violation of this MOU, and no party shall have any legal recourse against another party's failure to make such financial commitments or expenditures.
- B. The purpose of this MOU is to set forth process for coordinating planning and projects for the Corridor, and to delineate roles and responsibilities of agencies to support the coordination.
- C. The term of this MOU shall be five (5) years, and will begin January 1, 2022 and expire December 31, 2026.
- D. Definitions used herein shall have the meaning ascribed to them in **Attachment 1**.

2. AGENCY ROLES AND RESPONSIBILITIES.

Each party to this MOU agrees to assign one member each to the Executive Team and the Technical Team. Each Agency to this MOU agrees to apply its best efforts to contribute support to the activities mentioned or implied in the Procedures and Implementation of this MOU section within the limits of available funds and resources. Specific assignments will be determined when each activity is funded and a work plan is prepared.

- A. The key functions of the Executive Team are:
 - Collaborate and align efforts among corridor partners.
 - Identify barriers and challenges and propose solutions or steps for resolutions to coordination affecting corridor development and project implementation.
 - Provide leadership and guidance to support the coordination of the technical work provided by the partners' staffs.
 - Review technical information relevant to policy concerns.
 - Coordinate work efforts and, when possible and appropriate, funding amongst partner organizations to support reviews, updates, and the implementation of the annual work plan.
- B. The key functions of the Technical Team are:
 - Provide and maintain data supporting the performance measurement system
 - Complete technical tasks as assigned by Executive Team
 - Participate in project teams and provide technical support on corridor activities and projects.
 - Produce recommendations and progress reports as assigned
 - Produce an Annual Report

3. ANNUAL REPORT AND WORK PLAN.

The Agencies will establish a performance measurement system, including baseline data before the end of the first year of the MOU. The Goals and Objectives defined in

Attachment 2 establishes the foundation for the performance system.

The Technical Team will produce an annual report including: Measures and Outcomes Progress Report; Inventory of investments and completed projects from the previous year; and recommendations for corridor activities. The Agencies will consider any adjustments to metrics and outcomes on an annual basis by consensus of the Agencies.

The Executive Team is responsible to review Annual Report and establish an Annual State Street Corridor Coordinated Work Plan. The work plan will include: scope, deliverables, schedule and responsible agencies for completing each of the agreed upon activities.

4. FISCAL RESPONSIBILITIES.

Subject to Article 1(A) herein, it is anticipated that each party to this MOU will use its best efforts to take advantage of funding opportunities and pursue funding to execute the activities referenced in this MOU.

In order to facilitate multi-year projects and provide for funding priority, each Agency will support the execution of the Annual Work Plan described herein to the best of their abilities.

The Corridor is integrated into the region's long-range transportation plan ("Communities in Motion") and local Comprehensive Plans. The parties agree to apply for funds in the appropriate Capital Improvement Plan, Transportation Improvement Plan ("TIP"), and other outside funding in an effort to obtain the necessary funding to execute the projects on or before the MOU schedule. Interagency agreements will be considered, as appropriate, to support the implementation of future projects.

5. PROCEDURES AND IMPLEMENTATION OF THIS MOU.

All parties to this MOU agree that the following activities are essential to the success of the State Street Project implementation and will participate in the execution of these activities:

- A. **Program Coordination.** The Agencies acknowledge that program coordination is needed to ensure the Agencies are working closely together to achieve common project goals and objectives.
- B. **Periodic Meetings.** The Agencies will continue to participate in periodic meetings as described above.
- C. **Annual Status Report.** An annual MOU status report as described in Article 2(B) shall be made available to policy makers of all parties to this MOU as part of regular updates.
- D. **Coordination with Other Studies.** The Agencies will continue to coordinate to implement ongoing and future studies. It is anticipated this coordination will both make adjustments to the direction of the Corridor implementation and have an impact on the other studies to better incorporate the goals and objectives of the State Street Corridor Program.

E. Initial Steps Following Execution of this MOU. The Agencies agree to immediately begin the following initial activities upon signing the MOU:

1. Develop a list of agreed upon projects to support building out the corridor.
2. Begin to pursue funding for the agreed upon projects and program these projects in the annual TIP and in the participating Agencies' annual budgets as feasible.
3. Complete Performance Measurement System with baseline data.
4. Prepare Annual Corridor Work Plan, with full participation from appropriate agencies, to support the activities described within and coordinate timing and implementation of specific activities.

6. LIMITATIONS.

Nothing in this MOU between the Agencies shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

7. EFFECTIVE DATE.

This MOU shall become effective upon the last signature date among the Agencies.

8. METHOD OF TERMINATION.

This MOU shall remain in force unless formally terminated by any Agency after thirty (30) days written notice to all of the other Agencies.

9. AMENDMENTS.

Amendments to this MOU shall become effective upon mutual agreement and written approval by all Agencies.

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2024, is an amendment to adopt and recognize revisions to the State Street Traffic and Transit Operational Plan through an Addenda found in Attachment 3:

Attachment 3: State Street Traffic & Transit Operational Plan: TTOP Addenda

End of MOU – Signatures Appear on Following Page

WHEREFORE, the Parties have hereunto fixed their signatures as indicated below.

Chairman
Board of Ada County Commissioners

Date:_____

President
Ada County Highway District

Date:_____

John Brunelle
Executive Director
Capital City Development Corporation

Date:_____

Lauren McLean
Mayor, City of Boise

Date:_____

Brad Pike
Mayor, City of Eagle

Date:_____

John Evans
Mayor, City of Garden City

Date:_____

Matthew J. Stoll
Executive Director, COMPASS

Date:_____

Jason Brinkman
District 3 Engineer
Idaho Transportation Department

Date:_____

Elaine Clegg
CEO, Valley Regional Transit

Date:_____

Attachment 1: DEFINITIONS.

The following words and phrases when used in this MOU shall have the meanings respectively given herein.

“State Street/Idaho 44 Corridor” (sometimes referred to herein as the **“Corridor”**) defines the portion of State Street from Main Street Station west to Idaho 16 – with the State Street Corridor west of Glenwood Boulevard to Idaho 16 being designated Idaho 44.

“State Street Project” for purposes of this MOU shall mean a coordinated effort by the Agencies to implement various steps to transform State Street/Idaho 44 Corridor into an integrated high capacity transit corridor. This integration requires the implementation of land use policies, roadway and multi-modal improvements, and significant enhancements to the transit system.

“State Street Corridor Strategic Plan Study” (referred to herein as the **“Study”**) refers to the Study sponsored by ACHD and Boise City, and prepared by Meyer, Mohaddes Associates, dated February 2004, that defines State Street’s future vision as a transit corridor.

“State Street Transit and Traffic Operational Plan” (“TTOP”), describes the components to achieve an integrated corridor concept which incorporates multimodal infrastructure, a high-capacity transit system, and transit oriented development.

“Communities in Motion” (“CIM”) is the regional long-range transportation plan adopted by the COMPASS Board of Directors. The most recent update, *Communities in Motion 2040 2.0*, was adopted on December 17, 2018.

“Transportation Improvement Program” (“TIP”) is the regionally approved and fiscally constrained 5-year Program listing transportation projects programmed for the Treasure Valley region. The TIP identifies the Agency responsible for funding the approved projects, with associated funding by year. Potential future projects that are unfunded or scheduled are identified in a category called “Preliminary Development.”

“State Street Right-of-Way and Alignment Study” refers to a project that has preliminarily defined the alignment of the 120 foot cross section needed to implement the Corridor, and the extent and location of the right-of-way required to achieve the complete cross section from 23rd Street west to Glenwood Street. While not formally adopted, this information will be used to preserve the needed right-of-way, assist the land use agencies in making land use and development decisions, and eventually purchase the needed land as part of individual implementation projects.

Attachment 2: State Street Corridor Collaboration Goals and Objectives

Goals:

1. Maximize the movement of **people** within the physical constraints of corridor
2. Minimize the **cost** of travel in the corridor (including person delay, reliability, household costs spent on transportation, etc.)
3. Support the development of vibrant, livable **communities** thus enabling the mobility of residents of all abilities, maximizing the development opportunities along the corridor, and facilitating the development of high-quality public spaces.

Objectives:

- A. Establish measurable criteria that support the vision of the goal statement
- B. Establish processes for coordination of activities scheduled to occur as the corridor is developed.
- C. Address concerns and policy questions that address concerns emerging from the implementation and review of the TTOP.
- D. Establish processes for engaging governing bodies of the organizations that lead to effective collaboration in the corridor's development.
- E. Make decisions that optimize existing investments in the corridor.

Attachment 3: State Street Traffic & Transit Operations Plan: TTOP Addenda



BUILDING A BETTER State Street

Addenda: State Street Transit and Traffic and Operation Plan (TTOP) Revision

Date: October 30, 2023

Recommendation/Request

The State Street Transit and Traffic Operational Plan (TTOP) has guided coordinated action along State Street for the last 11 years. Over the years State Street partners have made progress on various elements of the TTOP. Implementation of the TTOP has also required partners to consider updates to specific elements in the plan. The Transit Operational Analysis (TOA) is one of those planning projects that results in recommending an update to the TTOP. The technical team and State Street executive team met and recommended the following changes.

Changes Summary

- HOV lane changed to Multi-modal Lane
- 7 Lane ACHD Cross-Section
- 5 Lane ITD Example Cross Section
- Update long range transportation reference maps
- TOD development to happen before to drive transit improvements
- In-Lane stops replace bus pull-outs

Description

State Street Widened to Seven Lane Cross-Section (TTOP page 24 & 39, Figure 18 & 24).

The seven-lane configuration has reconfigured the HOV lane as a multi-modal curbside travel lane, that will accommodate a broad range of uses including right turn traffic, business access, in-lane bus stops and other potential transit priority spot treatments. The State Street Corridor Operational Analysis identified that transit priority spot treatments such as right turn only except bus restrictions at intersections or queue jumps can be utilized to benefit transit operations without degrading general purpose traffic. These strategies used in combination with off-board payment, near-level boarding, routing bike lanes behind the bus stops, transit signal priority, and strategic bus stop consolidation can all work together to deliver a strong multi-modal corridor.

The typical cross section is also updated to show a buffered multi-use path rather than on street bicycle lanes. The cross section continues to show trees in the median and in pedestrian buffers to create the desired pedestrian experience and streetscape. It is recognized that trees may not be possible in all locations. Cross-section widths are 127 feet as shown on the diagram and are considered desirable but may be reduced depending upon available right-of-way, or utility conflicts. Traffic lane widths may also vary between 11 and 12 feet depending on site specific needs.

Two revised cross sections have been created one for ACHD and one for ITD. The ACHD cross-section shows an 11' foot lane width, a tree in the median and a shared-use pathway. The ITD cross-sections are shown as examples to provide guidance in specific areas where it





BUILDING A BETTER State Street

was unclear how facilities would integrate. Example Section A-A is a 5-lane highway at an intersection with a bus stop and utilizing the additional lane as a bus bay. Example Section B-B is a 5-lane highway includes the shared use pathway and how that could be integrated with ACHD sections with a shared use pathway. Notes have been provided with the new cross sections which illustrate changes and identify exceptions, see attachments 1-3 below.

Note: From 23rd to Gary Lane, a road widening project to 7 lanes has been identified in the medium-term improvements (Fig. 23) see Attachment 1: ACHD below.

From Gary Lane to Eagle Road, a road widening project to 7 lanes is identified in the long-term improvements (Fig. 25) in the TTOP, but plans have not been developed. See Attachments 2-3: ITD below for guidance on 5 lanes.

Low & High Transit Network Maps (TTOP Pages 19-20, Figures 8-9)

The TTOP envisions low and high transit networks for the horizon year of 2035, which were developed at the time of the plan in 2011. Since that time two long range plans for transportation and transit have built upon the low and high networks. COMPASS has completed Communities in Motion 2050, which outlines a funded and unfunded network. Moving forward, the CIM 2050 funded network or its successor should be referenced for the low transit network and the unfunded network or its successor for the high transit network. In addition, Valley Connect 2.0 also outlines a growth scenario network or its successor that should be referenced and maybe more accurate for the 2035 horizon. The CIM 2050 unfunded network provides more routes connecting between Middleton to Meridian and outlying areas to the south and north than VC 2.0 but is 15 years further down the timeline (2050). As long-range transportation plans are updated the newest network map should be referenced. See attachments 4-6 below.

Medium & Long-term improvements (TTOP Pages 56 & 60)

Medium and Long-term improvements are outlined for the corridor and identify thresholds of ADT > 43,000, transit ridership of 1500-3000 riders/day and TOD site development in specific locations before installation of improvements. This update acknowledges that the transit improvements will benefit existing riders, support the TOD site development and are part of the strategy to grow ridership to the target levels of 1500-3000 daily riders. Land development within the TOD nodes should be developed as far ahead as possible to begin building ridership for transit. The development of multi-family residential and businesses requiring higher number of employees will especially drive ridership, as well as park and ride lots at either end will accommodate ridership as outlying areas develop.

Transit Treatment (TTOP, Pages 55, 57 Figure 22-23, and throughout the document)

As mentioned above, the State Street Corridor Operational Analysis identified in-lane bus stops will result in significant travel time savings for transit compared to bus pull-outs. Henceforth, references to bus bays and pull-outs are to be replaced with in-lane bus stops as described in the TOA and are recommended for speeds under 45mph. Further more, the





BUILDING A BETTER State Street

priority transit treatments identified in the TOA replace those specifically called out in the TTOP.

More Information

Attachments:

1. State Street Typical Section _ACHD
2. State Street Example Section A-A _ITD
3. State Street Example Section B-B _ITD
4. Communities in Motion 2050 [funded network](#)
5. Communities in Motion 2050 [unfunded network](#)
6. [Valley Connect 2.0](#)

Links:

1. [State Street TTOP](#)
2. [State Street TOA](#)

State Street Technical Group:

[Stephen Hunt, Valley Regional Transit](#)

[Kate Dahl, Valley Regional Transit](#)

[Joseph Guenther, Valley Regional Transit](#)

[Lila Klopfenstein, COMPASS](#)

[Tom Laws, Ada County Highway District](#)

[Mark Wasdahl, Idaho Department of Transportation](#)

[Zach Piepmeyer, Capital City Development Corporation](#)

[Bre Brush, City of Boise](#)

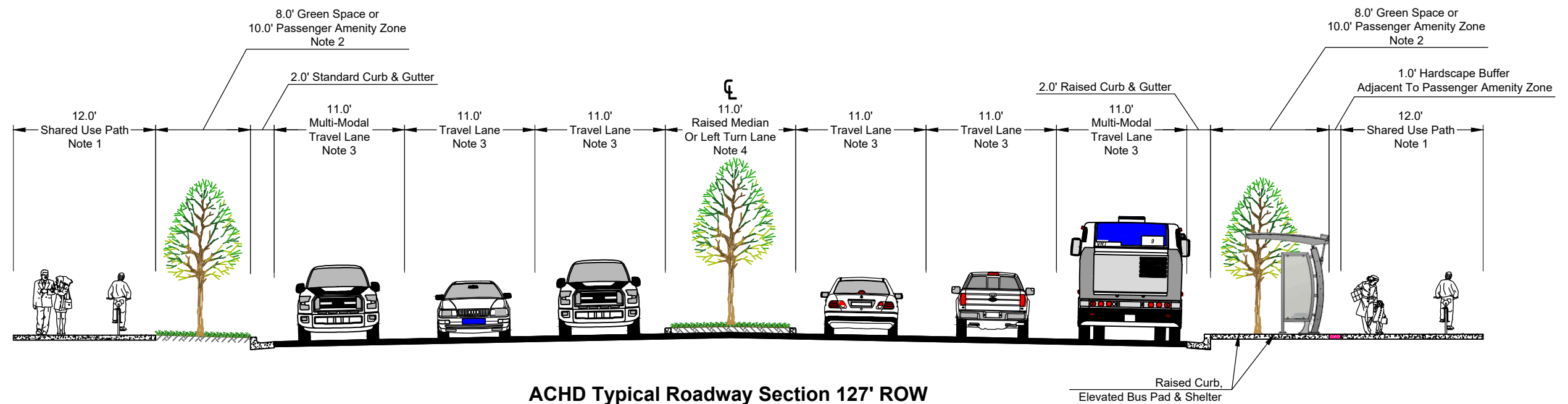
[Jenah Thornborrow, Garden City](#)

[Nichoel Baird-Spencer, City of Eagle](#)

[Brent Moore, Ada County](#)

[Stacey Yarrington, Ada County](#)



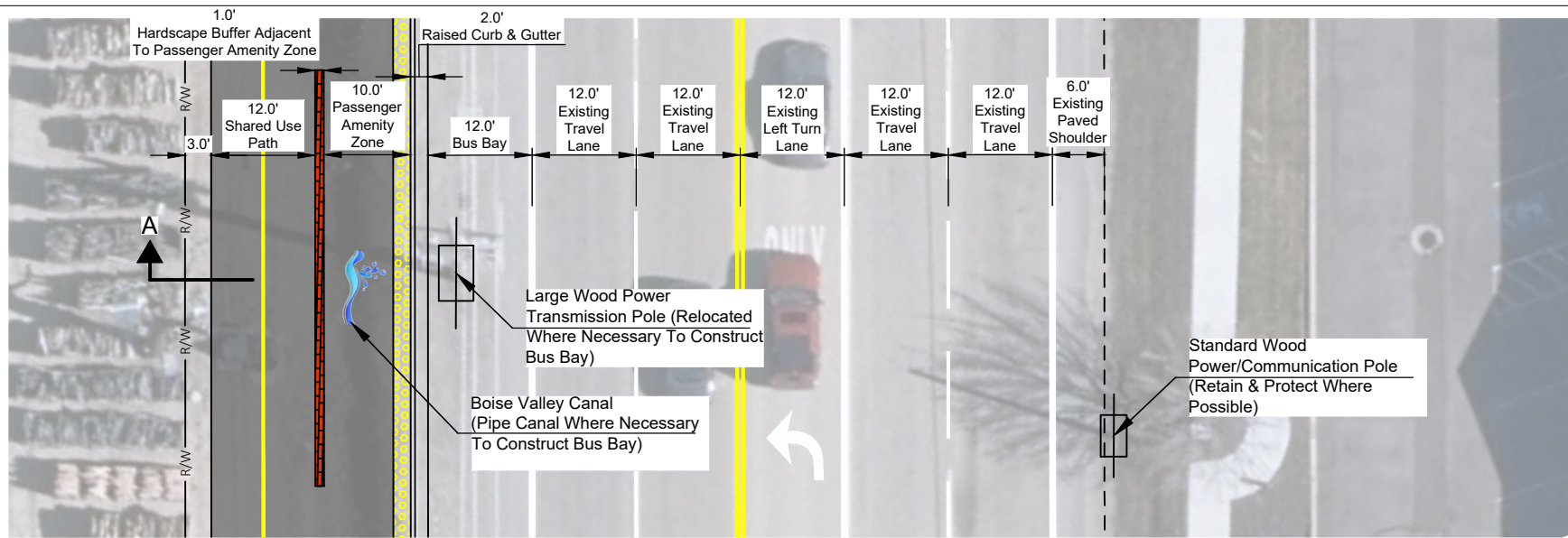


ACHD Typical Roadway Section 127' ROW

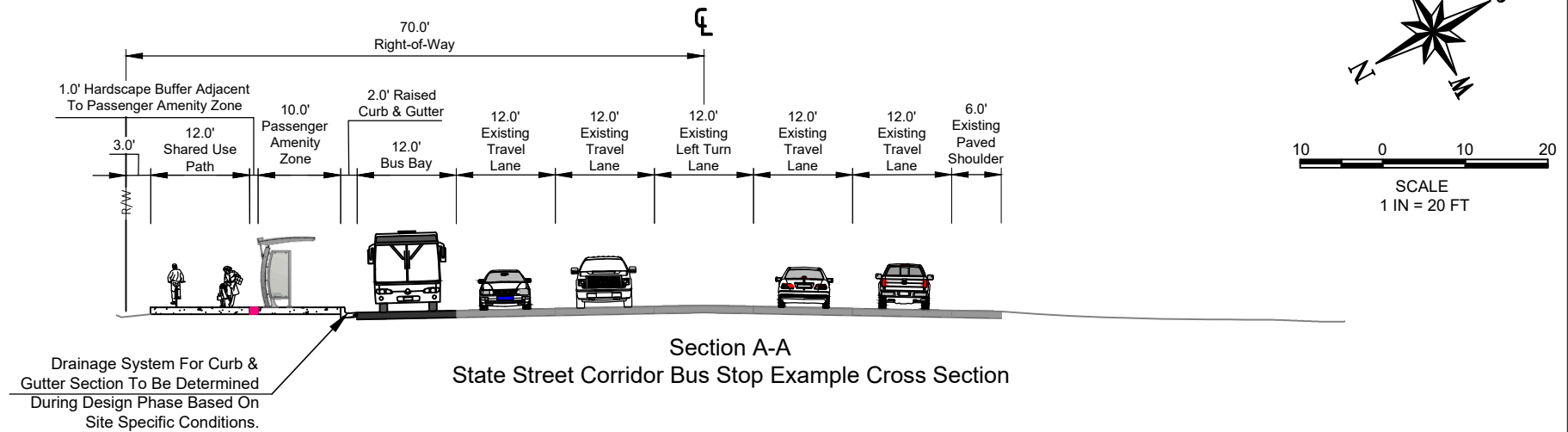
Seven (7) Lane Configuration
N.T.S.

Typical Section Notes:

1. The desired width of the Shared Use Path is 12-feet. However, the width of Shared Use Path may be reduced to 10-feet where physical or right-of-way constraints exist. Alternately, the Shared Use Path may be omitted and replaced with a sidewalk of appropriate width as approved during design review of detailed construction plans for State Street improvements.
2. A minimum Green Space width of 8-feet is required for tree planting or can be extended to 10 feet for larger street trees per ACHD policies. It may be necessary to reduce the Green Space width due to physical or right-of-way constraints. Planting of trees, shrubs or grass in the Green Space may be prohibited due to vision sight triangle requirements at driveways and intersections, unavailability of irrigation, drainage concerns, utilities in the Green Space area or space constraints.
3. All travel lanes shown on the typical section are intended to be "general use lane" available for all vehicle types. Typical lane widths are 11-feet. Narrower lane widths will require special approval from ACHD. Wider lanes may be used where space is available or where the existing road width or travel lanes are already wider. Additional lanes may be incorporated into the typical section to accommodate turn lanes at intersections.
4. The center "lane" may be used to accommodate left turn lanes at intersections, a two-way-left-turn lane where left turn movement to/from adjacent properties are allowed, or may be constructed as a raised median to prohibit left turn movements. Where a raised median is constructed, the width of the center "lane" may be reduced to help alleviate space constraints or right-of-way impacts. Planting of trees, shrubs or grass in the raised median may be prohibited due to unavailability of irrigation, drainage concerns, utilities in the raised median area or space constraints if the raised median is narrowed.



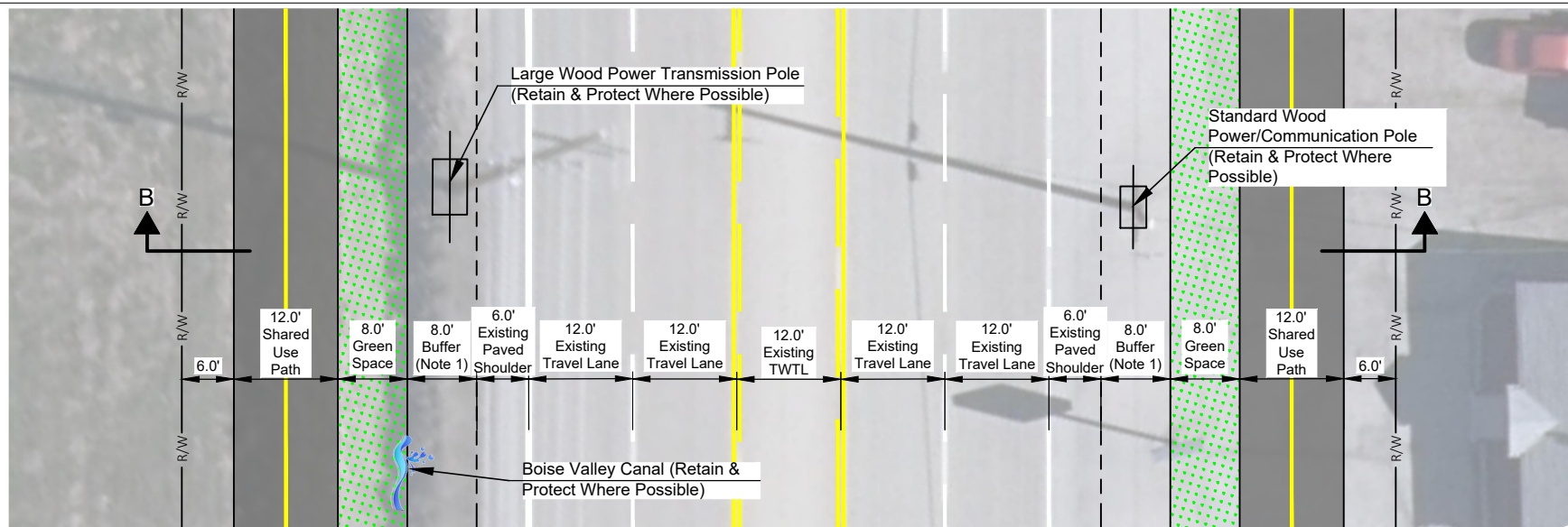
State Street Corridor Bus Stop Example Plan View
(Example Location West Of N. Bogart Ln.)



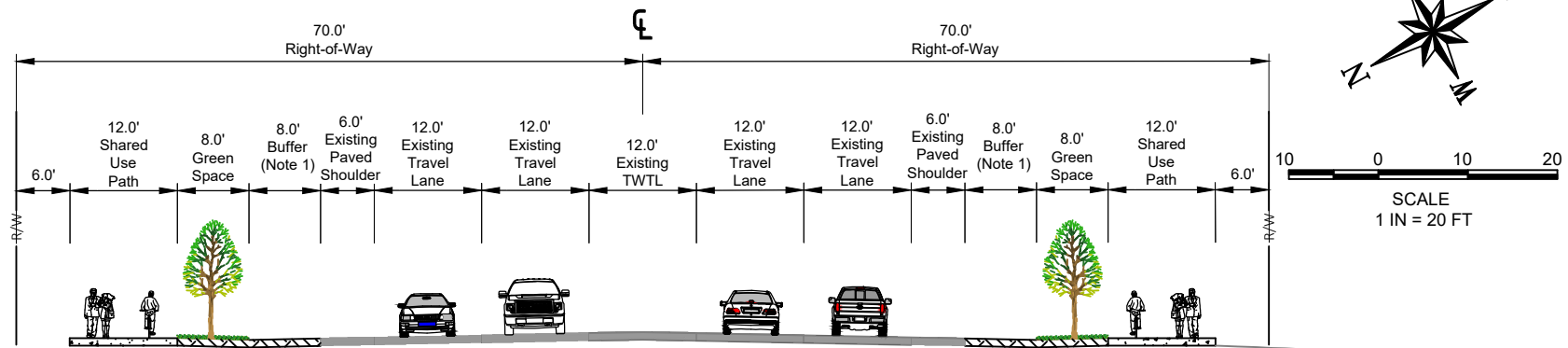
Section A-A
State Street Corridor Bus Stop Example Cross Section

Notes:

1. The example location shown in this exhibit may not be representative of all portions of W State Street, from N. Glenwood Street to State Highway 55. The improvements being shown outside the existing 5-lane roadway & the 70' half right-of-way width will have significant impacts to private property & private infrastructure.
2. The desired width of the shared use path is 12-feet. However, the width of shared use path may be reduced to 10 feet where physical or right-of-way constraints exist. Alternately, the shared use path may be omitted and replaced with a sidewalk of appropriate width as approved during design review of detailed construction plans for State Street improvements.
3. All travel lanes shown (except the "Bus Bay") are intended to be "general use lanes" available for all vehicle types.
4. The "Bus Bay" is intended to be a bus only lane adjacent to the bus boarding & alighting area, allowing the bus to stop outside the travel lane. Appropriate roadway widening transitions & merge lane tapers are required before & after the bus stop location.



State Street Corridor Example Plan View
(Example Location ±600' West Of N. Bogart Ln)

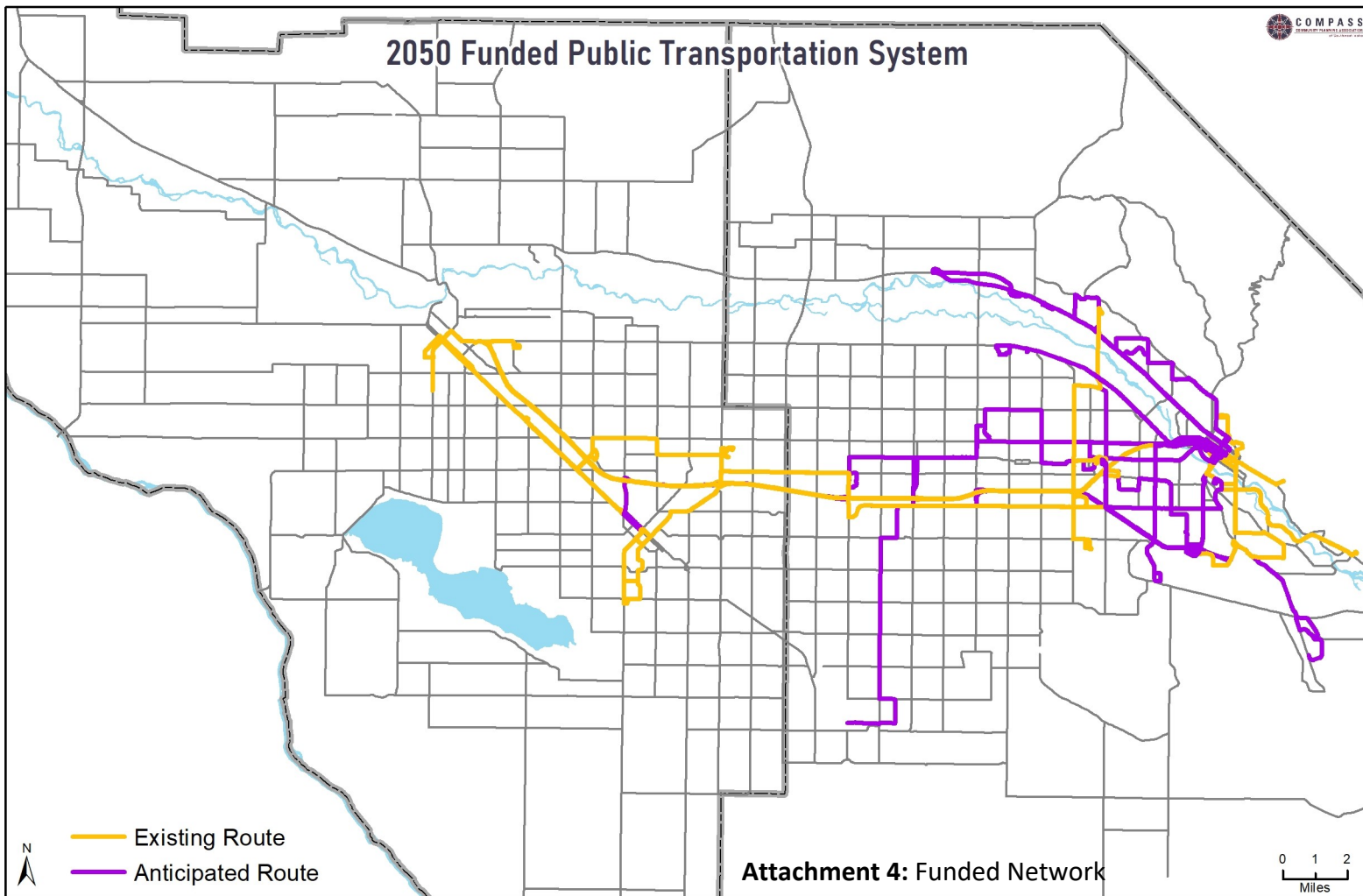


Section B-B
State Street Corridor Example Cross Section

Notes:

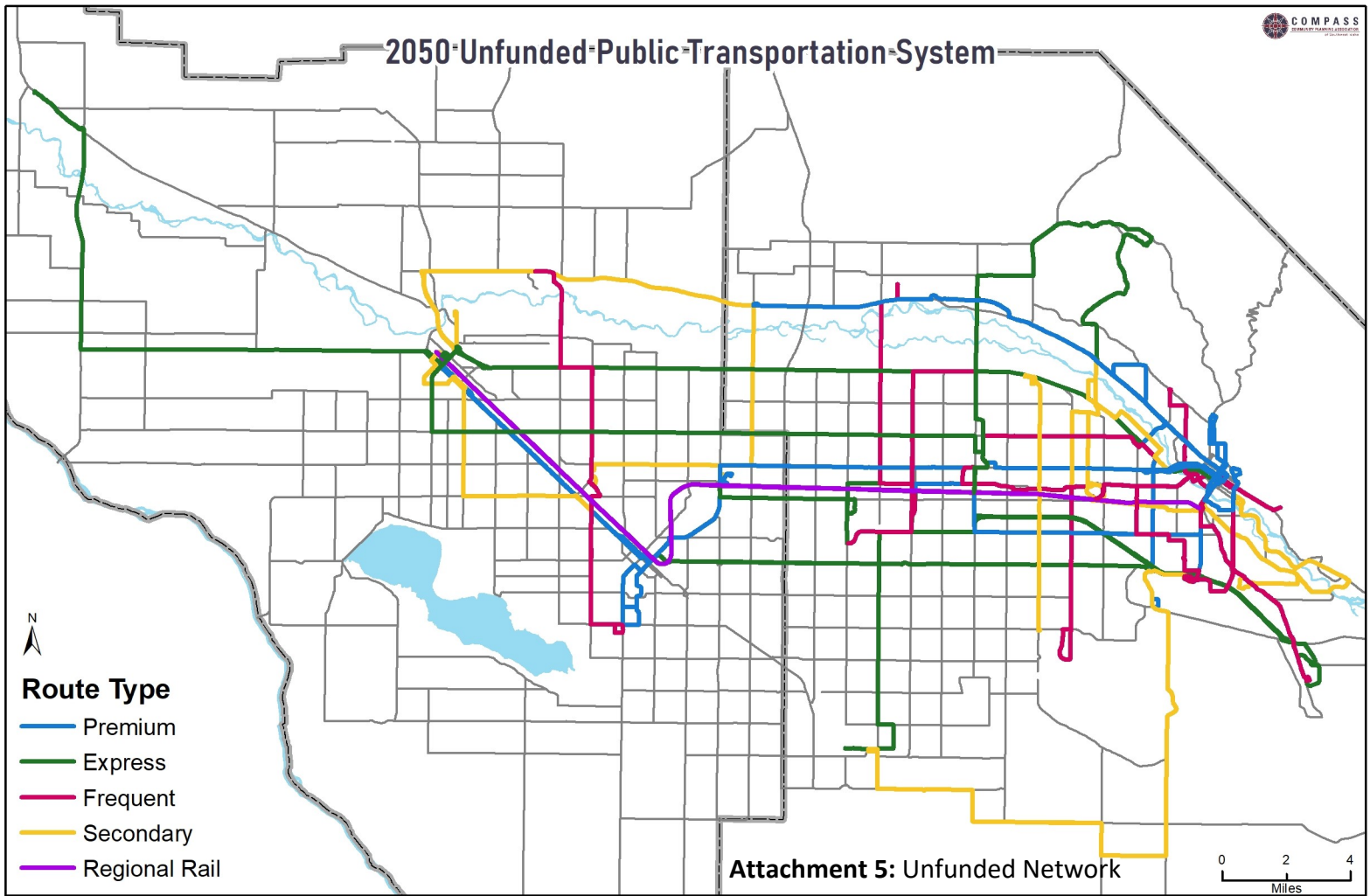
1. The 8.0' buffer shown on each side of the roadway coincides with the approximate location of existing power transmission & power distribution/communication poles.
2. The example location shown in this exhibit may not be representative of all portions of W State Street, from N. Glenwood Street to State Highway 55. The improvements being shown outside the existing 5-lane roadway & the 140' right-of-way width will have significant impacts to private property & private infrastructure.
3. The desired width of the shared use path is 12-feet. However, the width of shared use path may be reduced to 10 feet where physical or right-of-way constraints exist. Alternately, the shared use path may be omitted and replaced with a sidewalk of appropriate width as approved during design review of detailed construction plans for State Street improvements.
4. A minimum green space width of 8-feet is required for tree planting & tree trunks within the clear zone must be less than 4" in diameter. It may be necessary to reduce the green space width due to physical or right-of-way constraints. Planting of trees, shrubs or grass in the green space may be prohibited due to vision sight triangle requirements at driveways and intersections, unavailability of irrigation, drainage concerns or utilities in the green space area.
5. All travel lanes shown are intended to be "general use lanes" available for all vehicle types.

2050 Funded Public Transportation System



Attachment 4: Funded Network

2050 Unfunded Public Transportation System

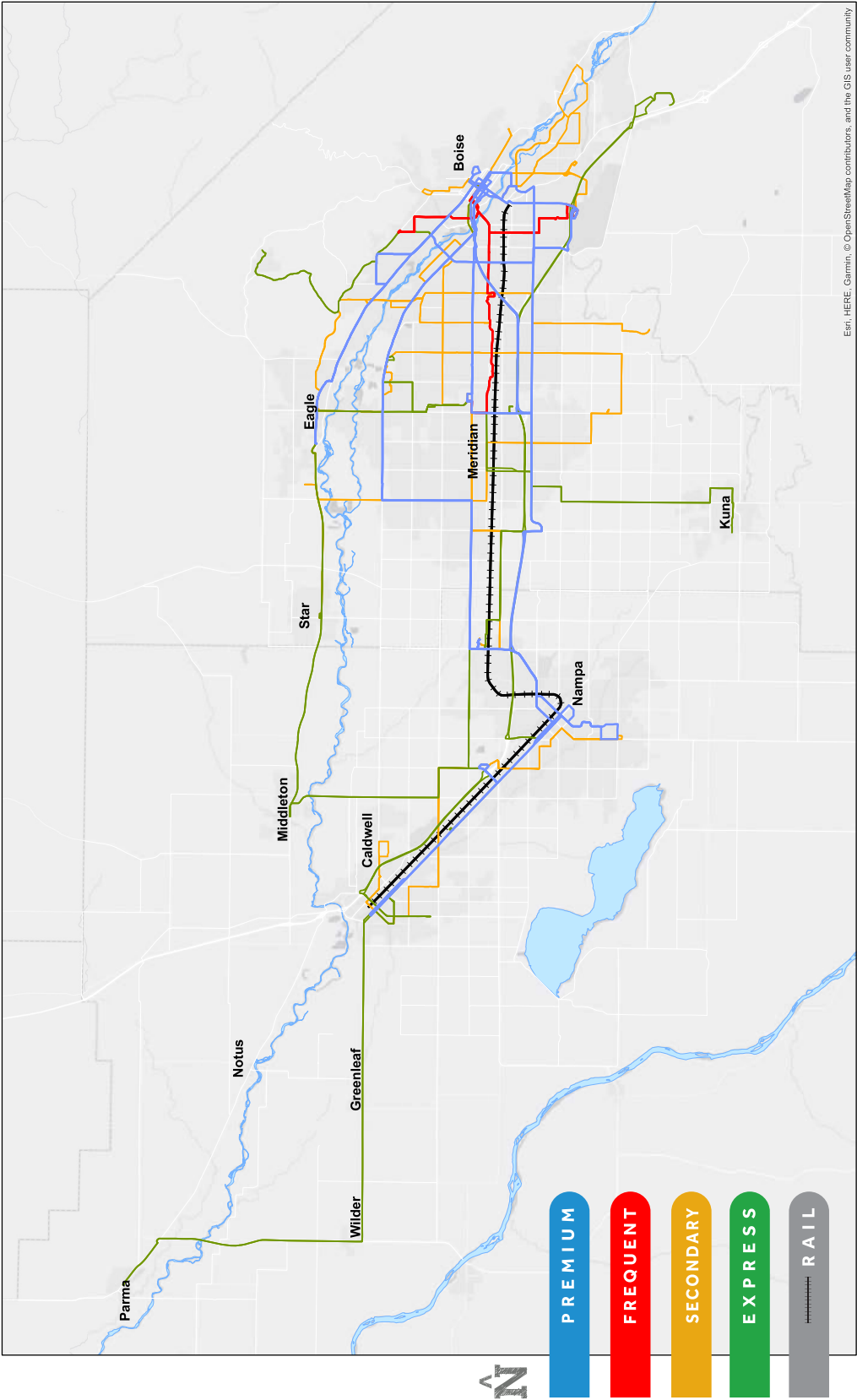


Attachment 5: Unfunded Network

0 2 4
Miles



FIGURE 11.
ValleyConnect 2.0 Growth Scenario Conceptual Network





**FY2024 Year-To-Date Financial Report (Unaudited)
Through FIRST QUARTER**

October 1, 2023 - December 31, 2023



FY2024 Q1 Financial Report (Unaudited)

October 1, 2023 – December 31, 2023

REVENUES:

As is typical, only a small percentage of budgeted tax increment revenues were received in the first quarter (\$51,375). As is also typical, about 60% of the annual budgeted tax increment revenue (\$19.3 million) was received early in the second quarter, during January 2024, and will be included in the financial report for the second quarter.

Total parking revenue was consistent with expectations at 25% of the total annual budget amount at the end of the first quarter. Overall, parking revenues for the first quarter are tracking very closely with what was budgeted for FY2024.

Total other revenues received at the end of the first quarter were approximately 16% of the total annual budget. These other revenues are primarily reimbursements from cost-share agreements with Ada County Highway District (ACHD) for road reconstruction in CCDC project areas.

EXPENSES:

At the end of the first quarter, total expenses for the Agency were 12% of the annual original budget amount. Operating expenses totaled 22% and capital outlay totaled 10% of what was originally budgeted for these expense categories.

- Capital Improvement Projects: Expenditures for the first quarter were 14% of the annual budget. Most expenses for capital projects hit during the construction season, which corresponds with the Agency's third and fourth quarters. Planning, design, and construction of capital projects were underway during the first quarter. Significant projects to note include Rebuild 11th Street Blocks, Rebuild Linen Blocks on Grove, and Old Boise Blocks on Grove Street.
- Contractual Obligations: Per contract terms, most Type 2 and Type 3 Participation Program payments occur during the fourth quarter of the fiscal year.

ABOUT THIS REPORT. This report includes all budgeted Agency funds.

Revenues

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

Expenses

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

FY2024 ORIGINAL BUDGET REVENUE SUMMARY	FY2024 Total (Original) Budget	FY2024 Q1 Actual	% Actual to Total Budget
Revenue from Operations			
Revenue Allocation (Tax Increment).....	31,300,000	51,375	0%
Parking Revenue.....	9,001,691	2,291,468	25%
Other Revenues (Various Reimbursements).....	6,030,228	967,182	16%
Subtotal	\$ 46,331,918	\$ 3,310,026	7%
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	786,600	502,331	64%
Use of (Transfer to) Working Capital Fund.....	19,873,180	4,176,823	21%
Subtotal	\$ 20,659,780	\$ 4,679,154	23%
Subtotal - Revenue from Operations	\$ 66,991,698	\$ 7,989,180	12%
Pass-Through Revenue			
Ada County Courthouse Corridor Leases.....	457,022	35,006	8%
Subtotal	\$ 457,022	\$ 35,006	8%
TOTAL REVENUE	\$ 67,448,720	\$ 8,024,185	12%
EXPENSE SUMMARY	FY2024 Total (Original) Budget	FY2024 Q1 Actual	% Actual to Total Budget
Operating Expense			
Services & Operations.....	3,278,176	880,921	27%
Personnel Costs.....	3,279,600	617,618	19%
Facilities Management.....	1,106,236	292,168	26%
Professional Services	1,424,650	167,355	12%
Subtotal	\$ 9,088,662	\$ 1,958,062	22%
Debt Service			
Debt Service.....	170,000	-	0%
Subtotal	\$ 170,000	\$ -	0%
Capital Outlay			
Office Furniture/Computer Equipment.....	98,500	1,430	1%
Capital Improvement Projects (part of CIP).....	41,307,544	5,654,960	14%
Contractual Obligations (part of CIP).....	6,422,492	-	0%
Parking Reinvestment Plan (PRP).....	9,771,000	307,812	3%
Mobility Projects.....	133,500	66,916	50%
Subtotal	\$ 57,733,036	\$ 6,031,118	10%
Subtotal - Expenses for Operations	\$ 66,991,698	\$ 7,989,180	12%
Pass-Through Expense			
Ada County Courthouse Corridor Leases.....	457,022	35,006	8%
Subtotal	\$ 457,022	\$ 35,006	8%
TOTAL EXPENSE	\$ 67,448,720	\$ 8,024,185	12%

FY2024 Q1 OPERATING REVENUES

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

Activity	FY 2023	FY 2024	FY 2024			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
River-Myrtle / Old Boise	11,445,589	14,700,000	4,209	3,003	(1,207)	-29%
Westside	4,252,488	5,400,000	0	10,807	10,807	0%
30th Street	1,223,825	1,500,000	1,473	2,522	1,049	71%
Shoreline	546,121	800,000	1,156	32,370	31,214	2700%
Gateway East	4,438,513	7,400,000	16,746	1,415	(15,331)	-92%
State Street	872,897	1,500,000	0	1,259	1,259	0%
TOTAL RAD	22,779,433	31,300,000	23,584	51,375	27,791	118%
PARKING BY GARAGE						
9th & Main (Eastman)	1,666,560	1,713,381	424,142	403,503	(20,639)	-5%
Capitol & Main (Cap Terrace)	2,272,773	2,310,877	575,526	589,795	14,268	2%
9th & Front (City Centre)	1,993,311	1,895,874	466,434	517,734	51,300	11%
10th & Front (Grove St.)	1,397,899	1,433,341	370,960	354,510	(16,450)	-4%
Capitol & Myrtle (Myrtle St.)	1,031,443	1,026,146	245,699	260,618	14,919	6%
11th & Front (CCDC's portion 30.1%)	450,521	465,071	113,665	124,133	10,468	9%
Misc. Parking	166,746	157,000	39,250	41,175	1,925	5%
TOTAL PARKING	8,979,252	9,001,690	2,235,678	2,291,468	55,791	2%
Other	5,268,455	6,030,228	1,507,557	967,182	(540,375)	-36%
TOTAL	37,027,140	46,331,918	3,766,819	3,310,026	(456,793)	-12%

RECONCILIATION TO FY 2024 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	\$67,448,720
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(457,022)
Use of Fund Balance	(19,873,180)
Bond Financing Proceeds	0
Miscellaneous Revenue (Lease, Property Transactions)	(786,600)
Operating Revenues	<u>\$46,331,918</u>

Capital City Development Corporation
Balance Sheet - Governmental Funds
December 31, 2023 (Unaudited)

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	State Street District RA Fund	Parking Fund	Total Governmental Funds
ASSETS									
Cash and investments	1,300,000	23,211,588	4,383,697	2,666,514	1,232,558	6,550,784	678,366	17,561,973	57,585,480
Accounts receivable	58,372	631,767	122,720	-	-	-	-	56,686	869,545
Interest receivable	101,179	-	-	-	-	-	-	-	101,179
Taxes receivable	-	14,456,359	5,329,742	1,559,215	796,061	7,538,475	1,559,077	-	31,238,929
Leases receivable	-	-	-	-	-	-	-	652,148	652,148
Prepays	-	15,250	22,910	-	-	-	-	-	38,160
Restricted cash	-	-	-	-	-	-	-	507,226	507,226
Property held for resale or development	-	1,803,331	7,152,327	-	-	-	-	-	8,955,658
Total assets	<u>1,459,551</u>	<u>40,118,295</u>	<u>17,011,396</u>	<u>4,225,729</u>	<u>2,028,619</u>	<u>14,089,259</u>	<u>2,237,443</u>	<u>18,778,033</u>	<u>99,948,325</u>
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES									
LIABILITIES									
Accounts payable	15,722	860,822	278,418	-	-	715	-	200,336	1,356,013
Accrued liabilities	115,481	-	-	-	-	-	-	-	115,481
Advanced revenues	-	-	-	-	-	-	-	-	-
Refundable deposits	-	-	45,000	-	-	-	-	-	45,000
Total liabilities	<u>131,203</u>	<u>860,822</u>	<u>323,418</u>	<u>-</u>	<u>-</u>	<u>715</u>	<u>-</u>	<u>200,336</u>	<u>1,516,494</u>
DEFERRED INFLOWS OF RESOURCES									
Unavailable property tax	-	14,456,359	5,329,742	1,559,217	796,061	7,538,475	1,559,078	-	31,238,932
Lease Related	-	-	-	-	-	-	-	629,426	629,426
Total deferred inflows of resources	<u>-</u>	<u>14,456,359</u>	<u>5,329,742</u>	<u>1,559,217</u>	<u>796,061</u>	<u>7,538,475</u>	<u>1,559,078</u>	<u>629,426</u>	<u>31,868,358</u>
FUND BALANCES									
Nonspendable	-	1,818,581	7,152,327	-	-	-	-	-	8,970,908
Restricted	-	22,982,533	4,205,909	2,666,512	1,232,558	6,550,069	678,365	7,184	38,323,130
Committed	-	-	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	-	-	17,441,087	17,441,087
Unassigned	<u>1,328,348</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,328,348</u>
Total fund balances	<u>1,328,348</u>	<u>24,801,114</u>	<u>11,358,236</u>	<u>2,666,512</u>	<u>1,232,558</u>	<u>6,550,069</u>	<u>678,365</u>	<u>17,948,271</u>	<u>66,563,473</u>
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	<u>1,459,551</u>	<u>40,118,295</u>	<u>17,011,396</u>	<u>4,225,729</u>	<u>2,028,619</u>	<u>14,089,259</u>	<u>2,237,443</u>	<u>18,778,033</u>	<u>99,948,325</u>

FUND BALANCE DEFINITIONS

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

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

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

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

Unassigned: all other funds; typically the General Fund.



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V. ACTION ITEMS



AGENDA BILL

Agenda Subject: Approval of 2023 Annual Report		Date: March 11, 2024
Staff Contact: John Brunelle, Executive Director	Attachments: 1 – Draft of 2023 Annual Report	
Action Requested: Approve the 2023 Annual Report and direct staff to finalize the document and fulfill the statutory publication and access requirements.		

Fiscal Notes:

None

Background:

Idaho Code 50-2006(5)(c) requires public agencies like CCDC to report on their activities each year including complete financial statements setting forth assets, liabilities, revenues, and operating expenses. These annual reports must be filed annually by March 31 with the State Controller and the agency's local governing body, which for CCDC is Boise City.

Agencies such as CCDC must also conduct a public meeting to report these activities and take public comment. This meeting's agenda includes the required public meeting which allows for public comment. Any member of the public is invited to comment on the draft 2023 Annual Report.

Once approved by the Board, the report will be finalized and filed with the Boise City Clerk's Office and the State Controller. Notice will be published in the *Idaho Statesman* that the report has been filed and is available for inspection during business hours at the City Clerk's Office and on the Agency's website, ccdcboise.com.

Staff Recommendation:

Accept the 2023 Annual Report and to direct staff to finalize and deliver it to the Boise City Clerk and the State Controller, post it on the Agency's website, and publish notice in the *Idaho Statesman* that it has been filed and is available for review in the City Clerk's Office as well as CCDC's website.

Suggested Motion:

I move to approve the 2023 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.




CAPITAL CITY
DEVELOPMENT CORP

2023 ANNUAL REPORT

COLLABORATE. CREATE. DEVELOP. COMPLETE.

SUPPORTING LOCAL BUSINESSES AND CELEBRATING HISTORIC INDUSTRIES

Rebuild Linen Blocks on Grove Street is a collection of community-driven infrastructure and placemaking improvements that creates economic vitality in the downtown neighborhood while honoring and celebrating the area's industrial roots. As part of this effort and pictured here, construction crews upgrade aging utilities to support three new hotels in the area.

- 
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 - 10 FINANCIAL HIGHLIGHTS



BOARD OF COMMISSIONERS



Latonia Haney Keith
BOARD CHAIR



John Stevens
VICE CHAIR



Lauren McLean
SECRETARY - TREASURER



Danielle Hurd
COMMISSIONER



Alexis Townsend
COMMISSIONER



Ryan Erstad
COMMISSIONER



Rob Perez
COMMISSIONER



Todd Cooper
COMMISSIONER



Drew Alexander
COMMISSIONER

AGENCY MANAGEMENT



John Brunelle
EXECUTIVE DIRECTOR



Doug Woodruff
DEVELOPMENT DIRECTOR



Joey Chen
FINANCE & ADMINISTRATION
DIRECTOR



Zach Piepmeyer
PARKING & MOBILITY
DIRECTOR



Mary Watson
GENERAL COUNSEL

ABOUT CCDC

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

VISION

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

MISSION

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

WHAT CCDC CREATES

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

FIVE KEY STRATEGIES

ECONOMIC DEVELOPMENT

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

INFRASTRUCTURE

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

MOBILITY

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

PLACE MAKING

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

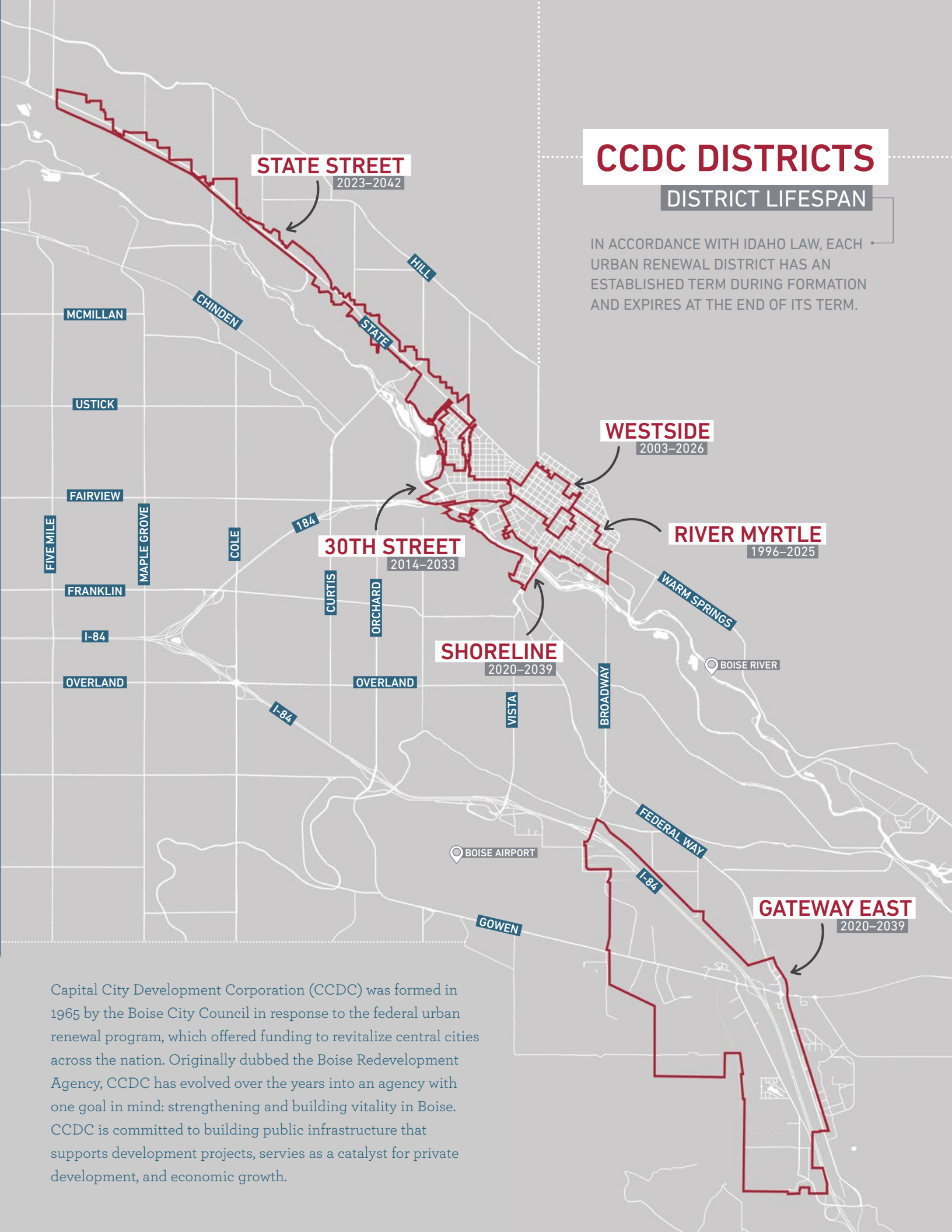
SPECIAL PROJECTS

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

CCDC DISTRICTS

DISTRICT LIFESPAN

IN ACCORDANCE WITH IDAHO LAW, EACH URBAN RENEWAL DISTRICT HAS AN ESTABLISHED TERM DURING FORMATION AND EXPIRES AT THE END OF ITS TERM.



STATE STREET

2023-2042

WESTSIDE

2003-2026

RIVER MYRTLE

1996-2025

30TH STREET

2014-2033

SHORELINE

2020-2039

GATEWAY EAST

2020-2039

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

AGENCY OWNED PROPERTY

As part of CCDC's mission to ignite diverse economic growth and work with community partners to redevelop underutilized properties, the Agency can purchase strategic properties with high redevelopment potential within six Urban Renewal Districts. CCDC owns the following properties and is actively planning for redevelopment. Idaho Code 50-2011(f) requires certain reporting on Agency owned properties.

**MAP OF PROPERTIES ACQUIRED
FOR PUBLIC USE, REHABILITATION,
OR NOT FOR RESALE**



PROPERTIES ACQUIRED FOR PUBLIC USE

P ParkBOI PUBLIC PARKING GARAGES

In 2023, CCDC owned and operated the following public parking garages: 9th & Main Garage; Capitol & Main Garage; 9th & Front Garage; 10th & Front Garage; Capitol & Myrtle Garage; and 11th & Front Garage, which is a public-private partnership.



PROPERTIES ACQUIRED FOR REHABILITATION OR RESALE

1. 421 N. 10th St. (.39 acres)

The Agency initiated its vision to transform Block 68 and nearby parcels in its Westside District by acquiring this property in early 2018. The property includes an aging commercial building and small surface lot used for public parking. This property is currently subject to a land exchange agreement with the Treasure Valley YMCA.

2. 1010 W. Jefferson St. (.65 acres)

The Agency successfully added this property to its portfolio in 2018, completing its assemblage on a portion of Block 68 to pursue its vision of a transformative project. The property includes an office building and parking lot. It is currently subject to a development agreement with Block 68 South Development LLC for a future mixed-use housing and mobility hub project.

3. 1010 W. Jefferson St. (.19 acres)

In October 2023, the Agency purchased the parcel adjacent to property already owned at 1010 W. Jefferson St. to expand the scope and redevelopment potential of Block 68 South. Assembling the parcel with existing Agency property would create a more efficient and cost-effective design for future development. The property is currently a small surface-level parking lot.

4. 521 W. Grove St. (.21 acres)

The Agency purchased this property in January 2022 to create a new public space in partnership with Boise Parks and Recreation. Currently, the parcel is a surface-level parking lot.

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.

STATEMENT OF NET POSITION

TABLE 1

AS OF SEPTEMBER 30, 2023 AND 2022

	2022	2023	Percentage Change 2022-2023
Current & 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.

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.

2023 FINANCIAL STATEMENTS

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.

STATEMENT OF ACTIVITIES

TABLE 2

FOR YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2022	2023	Percentage Change 2022-2023
Revenues			
Program Revenues			
Charges for Services	\$702,643	\$304,534	(56.7%)
Operating Grants & 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	1,401.5%
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%



THE SOARING SUCCESS OF PUBLIC-PRIVATE PARTNERSHIPS

Westside District projects are reaching new heights with the 26-story mixed-use building, The Arthur, from Oppenheimer Development Corp. The building will bring 298 residences, retail spaces, and structured parking to the corner of 12th & Idaho Streets. *Photo Courtesy of McAlvain Companies, Inc.*

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.
- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues continued to recover from the covid pandemic declines seen 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.



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

2023 RECOGNITION OF AGENCY EXCELLENCE



**INSPIRED LEADERS
SHAPING CITIES**

THE INTERNATIONAL DOWNTOWN ASSOCIATION (IDA) RECOGNIZED CCDC IN 2023 WITH THE PRESTIGIOUS EXCELLENCE IN PLANNING, DESIGN, AND INFRASTRUCTURE AWARD FOR ITS OUTSTANDING PARTICIPATION PROGRAM- THE GROUNDBREAKING FRAMEWORK THE AGENCY DEVELOPED FOR PUBLIC-PRIVATE PARTNERSHIPS.



ON THE FRONT COVER

CCDC'S HISTORIC PRESERVATION

The Agency collaborated with a local development team led by Boise natives Cal Elliott, Ashley Elliott, and Michael Hormaechea to preserve Boise's historic Averyl Tiner Building. Supporting their vision to revitalize the last untouched building on the historic Gem Block resulted in the Avery Hotel featuring two exquisite restaurants – and an original facade from 1910 that will grace Main Street for decades to come. The building is listed as a contributing element on the National Historic Registry. *Photo Courtesy of The Avery Boise.*



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AGENDA BILL

Agenda Subject: Resolution 1859 approving Amendment No. 3 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc.		Date: March 11, 2024
Staff Contact: John Brunelle, Executive Director Mary Watson, General Counsel	Attachments: <ul style="list-style-type: none">- Resolution 1859- Amendment No. 3 to the Entrepreneurship Consulting Agreement	
Action Requested: Adopt Resolution 1859 approving Amendment No. 3 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc., for the professional services commonly known as Trailhead.		

Background:

For the past ten years, the Agency, the City of Boise (“City”), and the non-profit business entity Actuate Boise Inc. (“Actuate”) have worked together to encourage private investment in downtown Boise by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses. Actuate, doing business as Trailhead, helps companies grow by providing business mentoring assistance including business education programming and entrepreneurship resources.

At present, Trailhead operations are governed by a tri-party Entrepreneurship Consulting Agreement (“Agreement”) between the Agency, the City, and Actuate, effective May 18, 2020. The Agreement had an initial 2-year term and can be renewed for up to three (3) sequential one-year renewal terms. In March 2023, the Agency Board renewed the Agreement for the second time for a one-year term. That second renewal term expires on April 30, 2024.

Renewal of the Entrepreneurship Consulting Agreement

As part of the terms and conditions of the tri-party Agreement, Actuate develops programing to mentor its members on financial and legal issues and assists members in locating financing for their startups. Actuate also provides a targeted workspace, administrative services, and meeting space. Actuate delivers a yearly report to the Agency Board that seeks to capture the success or failure of its efforts, with data including: current membership; membership missions, goals, and progress in new job creation and/or investments; collaborations with public entities or non-profits; services currently provided to the members; new jobs and investments created as a whole by the members; and a financial report including revenue from use fees and program fees. The Agency Board received the most recent Trailhead yearly report at its February 12, 2024, Board Meeting.

Amendment No. 3 to the Agreement needs to be executed by the three Parties in order for all to continue working together to accomplish the Trailhead business objectives. Actuate's Executive Director executed Amendment No. 3 on February 1, 2024. Boise City Council approved Amendment No. 3 at its public meeting on February 13, 2024.

Lease of Commercial Space

In exchange for Actuate's professional services under the Agreement, the Agency and the City share the expense of a commercial office space lease ("Lease"). Renewal of the Lease for 500 S. 8th Street requires notice to Rim View LLC no later than the end of March. Therefore renewal of both the Agreement and the Lease must be considered by the Agency Board at its March Board Meeting.

Idaho Code § 67-2803(4) allows the Agency to procure professional services from an independent contractor. Further, Idaho Code § 50-2015 allows the Agency and the City to cooperate in and benefit from the planning and carrying out of urban renewal activities.

Fiscal Notes:

Renewing the tri-party Agreement obligates the Agency to lease commercial office space for Actuate for its business assistance services. In turn, the Agency and the City share that expense equally under the terms of a Memorandum of Understanding that remains in place with an effective date of December 17, 2019.

The Agency's cost to renew the lease for a third optional renewal term: May 1, 2024 to April 30, 2025 will be \$99,984.55. Sufficient funds have been budgeted for this expense.

Recommendation:

It is recommended the Agency Board adopt Resolution 1859 in order to achieve the Trailhead business efforts described herein.

Suggested Motion:

I move to adopt Resolution 1859 approving Amendment No. 3 to the Entrepreneurship Consulting Agreement between the Agency, the City of Boise, and Actuate Boise, Inc., for the professional services commonly known as Trailhead.

RESOLUTION NO. 1859

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 3 TO THE ENTREPRENEURSHIP CONSULTING AGREEMENT BETWEEN THE AGENCY, THE CITY OF BOISE, AND ACTUATE BOISE, INC., TO FACILITATE THE BUSINESS DEVELOPMENT EFFORTS COMMONLY KNOWN AS TRAILHEAD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT ON BEHALF OF AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AMENDMENT, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the 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 de-annexing certain parcels from the existing revenue allocation area and making certain findings; and,

WHEREAS, in accordance with Idaho Code § 50-2015 which allows the Agency and the City to cooperate and jointly benefit each other in the planning and carrying out of urban renewal activities, the Agency and the City have been working together since 2015 to provide a benefit to

the citizens of Boise, Idaho, by encouraging private investment within downtown Boise by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses; and,

WHEREAS, to accomplish the above and other public purposes, the Agency, the City, and Actuate Boise, Inc., entered into that certain "*Entrepreneurship Consulting Agreement*" on February 3, 2015, for Actuate Boise, Inc., to provide professional services to promote the formation and success of local businesses, entrepreneurs, and companies ("Business Assistance Services"); and,

WHEREAS, in continuation of that partnership to accomplish those mutual goals, the Agency, the City, and Actuate Boise, Inc., entered into a new "*Entrepreneurship Consulting Agreement*" (the "Agreement") effective May 18, 2020, through April 30, 2022, for Actuate Boise, Inc., to continue providing Business Assistance Services; and,

WHEREAS, in support of the Business Assistance Services provided by Actuate Boise, Inc., through operations commonly known as Trailhead, the Agency Board at its public meeting on December 9, 2019, passed Resolution 1635 approving a Memorandum of Understanding between the Agency and the City which set out certain terms and conditions and expenses associated with the support; and likewise, the City at its public meeting on December 17, 2019, passed Resolution RES-624-19 approving the Memorandum of Understanding; and,

WHEREAS, the Memorandum of Understanding between the Agency and the City regarding Trailhead remains in effect so long as the Agency and the City continue to lease commercial office space for the Business Assistance Services; and,

WHEREAS, on March 8, 2022, the City passed Resolution RES-161-22 approving Amendment No. 1 to the Agreement for the first optional one-year renewal term of May 1, 2022 to April 30, 2023; and then at its public meeting on March 14, 2022, the Agency Board adopted Resolution 1748 and entered into Amendment No. 1 to the Agreement; and,

WHEREAS, on February 28, 2023, the City passed Resolution RES-115-23 approving Amendment No. 2 to the Agreement for the second optional one-year renewal term of May 1, 2023 to April 30, 2024; and then at its public meeting on March 13, 2023, the Agency Board adopted Resolution 1813 and entered into Amendment No. 2 to the Agreement; and,

WHEREAS, on February 13, 2024, the City passed Resolution RES-98-24 approving Amendment No. 3 to the Agreement for the third optional one-year renewal term of May 1, 2024 to April 30, 2025; and,

WHEREAS, in accordance with Idaho Code § 67-2803(4) which allows for procurement of professional services to be performed by an independent contractor, the Agency, the City, and Actuate Boise, Inc. desire to renew the Agreement for the third optional one-year renewal term in accordance with Section 5 of that Agreement, with said Amendment No. 3 to the Agreement attached as Exhibit A and incorporated herein by reference; and,

WHEREAS, the Agency Board finds it in the best public interest to approve renewal of the Agreement for the third optional one-year renewal term of May 1, 2024 to April 30, 2025, and to authorize the Executive Director to execute the renewal, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That Amendment No. 3 to the Entrepreneurship Consulting Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved, recognizing technical changes or corrections which may be required prior to its execution.

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 3 to the Entrepreneurship Consulting Agreement, and, further, is hereby authorized to execute any necessary documents required to implement Amendment No. 3 and to make any necessary technical changes, subject to representations by Agency staff and Agency legal counsel that all conditions precedent and any necessary technical changes thereto or other documents are acceptable and consistent with the provisions of the Agreement and any comments and discussions received at the March 11, 2024, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 11, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 11, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chair

ATTEST:

BY: _____
John Stevens, Vice Chair

**ENTREPRENEURSHIP CONSULTING AGREEMENT
AMENDMENT NO. 3 FOR A THIRD RENEWAL TERM
MAY 1, 2024 TO APRIL 30, 2025**

This Amendment No. 3 to the Entrepreneurship Consulting Agreement ("Agreement") is entered into by and between the Urban Renewal Agency of Boise City, a public body corporate and politic existing under the laws of the state of Idaho ("Agency"), the City of Boise City, an Idaho municipal corporation ("City"), and Actuate Boise, Inc., an Idaho non-profit corporation ("Manager"). Agency, City, and Manager may hereinafter collectively be referred to as the "Parties" and individually as a "Party."

WITNESSETH

WHEREAS, in their shared commitment to helping grow new businesses, Agency, City, and Manager entered into a two-year Entrepreneurship Consulting Agreement on May 18, 2020 (the "Agreement") wherein: Manager would provide assistance and guidance to entrepreneurs, new companies, and start-up businesses selected to participate in a business mentoring program developed by Manager, including business education programming and other entrepreneurship resources (collectively, "Entrepreneurship Programming"); Agency agreed to lease commercial office space at 500 S. 8th Street, Boise, Idaho, used by Manager for the Entrepreneurship Programming; and City, by separate agreement, agreed to reimburse Agency for one-half of the commercial lease expenses.

WHEREAS, with Manager's notice to Agency and City on January 4, 2024, of its interest in continuing to provide Entrepreneurship Programming under the business commonly known as Trailhead, the Parties now desire to renew their partnership in these efforts by entering into this Amendment No. 3, as allowed by Idaho Code § 67-2803(4).

WHEREAS, in accordance with Section 5 of the Agreement which describes the Parties' ability to renew the Agreement for up to three (3) sequential one-year renewal terms, the Parties hereby enter into this Amendment No. 3 for a third optional renewal term of May 1, 2024 to April 30, 2025.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained and in the Agreement executed by the Parties on May 18, 2020 and for other good and valuable consideration, acknowledged by each Party to be satisfactory and adequate, Agency, City, and Manager agree as follows:

- 1. ORIGINAL TERMS AND CONDITIONS.** All of the terms and conditions of the original May 18, 2020 Agreement between the Parties, attached hereto as Exhibit A, remain in full force and effect.
- 2. TERM.** The Term of this Amendment No. 3 shall be May 1, 2024 to April 30, 2025. In accordance with Section 5 of the Agreement, this Term is recognized by the Parties as the "third optional renewal term."

END OF AMENDMENT 3 | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 with an effective date as of the last date written below.

CITY OF BOISE



By: Lauren McLean, Mayor

Date: 2/13/2024

ATTEST:


Lynda Lowry, EX-OFFICIO CITY CLERK

Date: 2/13/2024

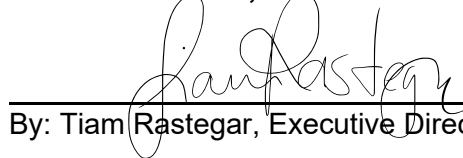


CAPITAL CITY DEVELOPMENT CORPORATION

By: John Brunelle, Executive Director

Date: _____

ACTUATE BOISE, INC.



By: Tiam Rastegar, Executive Director

Date: 2/1/2024

Attached:

EXHIBIT A – Entrepreneurship Consulting Agreement, effective May 18, 2020

EXHIBIT A

ENTREPRENEURSHIP CONSULTING AGREEMENT

This Entrepreneurship Consulting Agreement ("Agreement") is entered into by and among the Urban Renewal Agency for the City of Boise, a public body corporate and politic existing under the laws of the state of Idaho ("Agency"), the City of Boise City, an Idaho municipal corporation ("City"), and Actuate Boise, Inc., an Idaho non-profit corporation, doing business as Trailhead ("Manager"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Agency, City, and Manager share a commitment to helping grow new businesses in Boise, Idaho; and

WHEREAS, Manager has assembled staff expertise and financial resources to help companies grow and has experience in providing assistance and guidance to entrepreneurs, new companies, and start-up businesses selected to participate in a business mentoring program developed by Manager, including business education programming and other entrepreneurship resources (collectively, "Entrepreneurship Programming"). The persons and/or businesses registered for the Entrepreneurship Programming are referred to herein as "Members"; and

WHEREAS, the Parties desire to enter into this Agreement, as allowed by Idaho Code 67-2803(4), for Manager to provide Entrepreneurship Programming as described herein including **EXHIBIT A** ("Program Guidelines"); and

WHEREAS, to assist and in consideration of the Entrepreneurship Programming, the Agency has agreed to enter into that certain Office Lease for a 14,800 square foot building located at 500 S. 8th Street, Boise, Idaho ("Premises"), attached hereto as **EXHIBIT B** ("Lease"), with such obligations as more particularly described in the Lease, and pay the rent and operating expenses except as otherwise stated herein for the Premises as an office for the Entrepreneurship Programming, based on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, Agency, City, and Manager hereby agree as follows:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date last signed by all Parties.
2. **PURPOSE.** The purpose of this Agreement shall be for Manager to operate the Entrepreneurship Programming and use and operate the Premises for such purpose.
3. **ENTREPRENEURSHIP PROGRAMMING.**

A. **Operation.** Manager shall be responsible for the daily operation and management of the Entrepreneurship Programming and meeting the Program Guidelines set forth in **Exhibit A**. Manager will screen prospective Members, select Members, and provide counseling and support for Members. Manager will assist Members with gaining access to appropriate funding resources and include Members in other entrepreneurial activities that Manager sponsors.

B. Members. Manager shall have written contracts with each Member participating in the Entrepreneurship Program. Such contract shall expressly provide that the Member's use of the Premises (i) will be in compliance with the terms and conditions of this Agreement and the Lease, and (ii) will not extend beyond this Agreement and the Lease's terms. Within thirty (30) days of the Effective Date, Manager shall submit to Agency and City a copy of the contract Manager intends to use with the Members for Agency and City's approval, which approval shall not be unreasonably withheld or delayed and shall be subject to the following provision. Agency's and City's respective approval shall be based on Agency's and City's respective determination the Member agreements do not violate state or federal law governing and limiting the powers of either Agency or City. Manager shall not make any material changes to the Member contracts without Agency and City's approval, such approval being subject to the previous sentence. At any time during the term of this Agreement, Manager shall provide copies of current form Member contracts within five (5) business days after request by the Agency and/or City.

C. Quarterly Meetings. Manager will meet with the Agency and City on a quarterly basis and provide appropriate reports for such meetings, as reasonably determined by the Agency and City. At a minimum, the reports should discuss aggregated information about: the current Members; Member fees paid to Manager; Member missions, goals, and progress in new job creation and/or investments; and the services currently being provided by Manager to the Members, including the services provided by Manager and the new jobs and investment created as a whole by the Members.

D. Financial Reporting. Manager shall deliver to Agency an annual financial audit or professional financial report in a form acceptable to Agency, covering the fiscal year of October 1 through September 30 and reporting on the funds received and expended by Manager for managing the Entrepreneurship Programming, including all revenues from use fees and program fees. The annual financial audit shall be conducted in accordance with generally accepted governmental auditing standards by a certified public accountant, or public accountant, and be presented to Agency as soon as practicable after September 30 of each year.

E. Records and Audits. Manager shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by Agency representatives for three (3) years after final payment. Copies shall be made available to Agency upon request.

F. Staffing. Manager shall be responsible for its own personnel activities, including hiring, paying, and disciplining its employees in the fulfillment of this Agreement. All personnel so employed shall be employees of Manager and not of Agency or City. Manager shall maintain files for each of its employees.

4. PREMISES.

A. Operations on Premises. Manager shall have access to the Premises upon execution of this Agreement. Manager shall continuously operate the Entrepreneurship Programming on the Premises during the term of this Agreement. Manager covenants to use the Premises solely in furtherance of the Entrepreneurship Programming purpose and in compliance with all terms and conditions of the Lease (other than with respect to payments due landlord under the Lease) and not in contravention of the Lease and will cause its Members to do the same at its cost and expense. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Parties acknowledge

and agree that the Lease is attached for reference only and Manager is not a party to and accordingly has no rights or obligations under the Lease.

B. Payment of Rent. Subject to the terms of this Agreement, Agency covenants to abide by all terms of the Lease, and to pay any and all amounts considered Rent when due thereunder and to provide, in a timely manner, Manager with copy of any notices given or received under the Lease. Manager has no obligation to pay Rent or operating expenses to Agency or City for use of the Premises except as specified herein. If the Parties seek a Renewal Term, the Parties shall negotiate and agree upon the amount of Rent or operating expenses, if any, to be paid by Manager during the Renewal Term.

C. Utilities. Upon execution of this Agreement, Manager shall place all utilities (water, gas, electricity, sewer, trash) in its name and pay all costs and expenses directly to providers of utilities.

D. Other Services. Upon execution of this Agreement, Manager shall contract for janitorial services, security services, tenant insurance as specified in the Lease, and any other services to the Premises as Manager requires and pay all costs and expenses directly to providers of the services.

E. Improvements and Alterations. Manager shall not install fixtures and/or make any alterations to the Premises without obtaining the Agency and City's prior written consent, which shall not be unreasonably withheld. In all cases the Manager shall keep the property lien free and, upon notice, shall immediately remove any liens caused by Manager's and/or a Member's use of the Premises as required by Agency and/or City. All improvements and/or alterations to the Premises shall be at Manager's sole cost and expense and shall not violate the terms of the Lease.

F. Personal Property. Manager shall have use of the personal property owned by Agency and located, or to be located, in the Premises as listed in **EXHIBIT C** ("Personal Property") during the term of this Agreement. Agency at all times shall own the Personal Property and it shall not be removed from the Premises. At the termination of this Agreement a representative of Agency and Manager will jointly perform a physical inventory count and observation of all fixtures, furnishings, furniture, and equipment. In the event any of the aforementioned items are lost, stolen, or damaged through the culpable negligence of Manager, said items shall be replaced or repaired at the cost and expense of Manager.

G. Damage or Loss to Manager's Property. Manager assumes all risk of damage or loss to any property brought onto the Premises for any reason whatsoever, which shall include, but not be restricted to, any damage or loss that may occur to such merchandise, goods, or equipment if damaged or destroyed by fire, theft, rain, water or leaking of any pipes or waste water in or about said Premises or from hurricanes or any act of God, or any act of negligence of any user of the Premises, or occupants of the Premises or any person whomsoever.

H. Right to Inspect. Manager shall make available for inspection by Agency and/or City all areas of the Premises under Manager's management, at any time, for any purpose Agency and/or City deems necessary or incidental to or connected with the performance of Manager's duties and obligations hereunder.

I. Condition at End of Term. Manager shall leave the Premises in the condition required by the Lease, taking into account normal wear and tear. If Manager fails to do so, Manager shall pay for any costs or expenses required to bring the Premises to the condition required in the Lease.

5. **TERM.** This Agreement shall commence as of the Effective Date and shall continue until April 30, 2022 ("Term"), unless otherwise terminated as provided herein. Upon execution by the Parties of an Amendment, this Agreement can be renewed by the Parties for up to three (3) sequential one (1) year renewal terms ("Renewal Term") shown below.

First optional renewal term: May 1, 2022 to April 30, 2023

Second optional renewal term: May 1, 2023 to April 30, 2024

Third optional renewal term: May 1, 2024 to April 30, 2025

Manager shall deliver to City and Agency a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than sixty (60) days before the last day of the then current term. The failure of Manager to exercise the option for a Renewal Term in the manner and within the time specified shall terminate the rights of Manager with respect to the Renewal Terms.

6. **TERMINATION OF AGREEMENT.**

A. **TERMINATION FOR CAUSE.** If the City or the Agency breach any of the material covenants, agreements, or stipulations of this Agreement and fail to cure such breach within thirty (30) days of written notice from Manager, the Manager shall have the right to terminate this Agreement.

If the Manager shall breach any of the material covenants, agreements, or stipulations of this Agreement, either Agency or City individually or Agency and City together shall thereupon have the right to terminate this Agreement by giving written notice ("Termination Notice") to the Manager specifically setting forth Agency's or City's contentions concerning Manager's alleged breach of the material terms and provisions of this Agreement. The Termination Notice must be delivered to Manager at least thirty (30) days before the proposed effective date of such termination ("Termination Date"). During the time between the date Manager receives the Termination Notice and the Termination Date the following process shall be followed:

- (i) Within 10 days of Manager's receipt of the Termination Notice, Manager will meet with representatives of Agency and City to discuss compliance issues and determine a remediation plan that is satisfactory to Agency and City and to discuss a reasonable timeframe for correction of the alleged breach prior to the Termination Date (such time period being referred to herein as the "Cure Period"); and
-
- (ii) If Manager does not correct performance issues within the Cure Period, Agency and City may terminate agreement with Manager, such termination being effective no earlier than the Termination Date.

B. **TERMINATION FOR CONVENIENCE.** Agency, City, and Manager may mutually terminate this Agreement for any reason with sixty (60) days prior written notice. City and Agency may terminate this Agreement at any time, for any reason, by giving at least twelve (12) months' notice in writing to the Manager. Manager may terminate this Agreement at any time, for any reason, by giving at least twelve (12) months' notice in writing to the City and Agency.

7. **INSURANCE.** Manager shall maintain in full force and effect worker's compensation insurance for Manager and any agents, employees, and staff that Manager may employ, and provide proof to Agency of such coverage or that such worker's compensation insurance is not required under the circumstances. Manager shall carry the insurance with respect to the Premises and Personal Property

required by the Lease and shall ensure that City and Agency are named insureds for all such insurance. Manager shall provide proof of insurance coverage as set forth above to Agency before commencing its performance as herein provided, and shall notify Agency ten (10) days prior to changes in or cancellation of said policies.

Agency, City, and Manager hereby waive all rights to recover against each other and against each other's officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors or of any other tenant or occupant of the Premises, for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such loss or damage is actually covered.

8. **INDEMNIFICATION.** To the extent permitted by law Manager agrees to indemnify, defend, and hold harmless Agency, City, and their respective officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by Manager's negligence or intentionally wrongful acts during the performance of this Agreement by Manager or Manager's agents, employees, or representatives and/or any Members. Manager's obligation to indemnify, defend, and hold harmless Agency and City to the extent caused by negligence during the performance of this Agreement by Manager or Manager's agents, employees, or representatives and/or any Members shall be limited to the extent covered by insurance policies Manager is required to have under the terms of this Agreement.

In case any action or proceeding is brought against Agency and/or the City, or its officers, agents, or employees by reason of or arising out of connection with Manager's negligence or intentionally wrongful acts during the performance of this Agreement, Manager, upon written notice from Agency, shall, at Manager's expense, resist or defend such action or proceeding.

To the extent permitted by law, Agency and City, respectively, agree to indemnify, defend, and hold harmless Manager, and its respective officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by Agency and/or City's negligence or intentionally wrongful acts during the performance of this Agreement by Agency or City respectively and its agents, employees, or representatives. In case any action or proceeding is brought against Manager, or its officers, agents, or employees by reason of or arising out of connection with Agency or City's negligence or intentionally wrongful acts during the performance of this Agreement, Agency or City upon written notice from Manager, shall, at Agency or City's expense, resist or defend such action or proceeding.

Notwithstanding the cause of action, the liability of City and Agency is strictly limited and controlled by the provisions of the Idaho Tort Claims Act. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to City and Agency as political subdivisions of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Manager is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of Agency and/or City. Manager is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of Agency and/or City. Manager shall determine the means by which it accomplishes the work specified in this Agreement. Agency and City agree that, except as provided in this Agreement, it will have no right to control or direct the details, manner, or means by which Manager accomplishes the results of the services performed hereunder. Manager has no obligation to work any particular hours or days or any particular number of hours or days. Manager agrees, however, that its other contracts and services shall not interfere with its performance

under this Agreement. Manager shall supply, at Manager's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein at Manager's cost and expense.

10. **STANDARD OF CARE.** Manager represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. Manager shall perform its services consistent with the professional skill and care ordinarily provided by managers of the same field practicing in the same or similar locality under the same or similar circumstances. Manager shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of any task or work performed under this Agreement.

11. **NOTICES.** Any and all notices required to be given by any of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To Agency:

Capital City Development Corporation
Attn: Executive Director
121 N. 9th Street, Suite 501
Boise, ID 83702
Ph. (208) 384-4264

To City:

Boise City Mayor's Office
Attn: Director of Economic Development
150 N. Capitol Boulevard
P.O. Box 500
Boise, Idaho 83701-0500
Ph. (208) 384-4422

To Manager:

Actuate Boise, Inc.
Attn: Executive Director
500 S. 8th Street
Boise, Idaho 83702
Ph. (208) 546-8426

12. **ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. **AMENDMENTS.** This Agreement may only be amended in writing in a document signed by Agency, City, and Manager.

14. **ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto that Manager shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of Agency.

15. **DISCRIMINATION PROHIBITED.** In performing the services required by this Agreement, Manager shall not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status. 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 Agency, in whole or in part, and may result in ineligibility to perform additional services for Agency.

16. **WAIVER.** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
17. **APPLICABLE LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho. Venue for any legal action arising from this Agreement shall be Ada County, Idaho.
18. **SEVERABILITY.** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
19. **ATTORNEYS' FEES.** In the event of any demand, claim, and/or litigation based on this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs to be paid by the nonprevailing Party. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.
20. **SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.
21. **COMPLIANCE WITH LAWS.** Manager agrees to comply with all applicable laws, ordinances, and codes of Federal, State and local governments in the performance of the services hereunder.

END OF AGREEMENT | *Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BOISE


By: Lauren McLean, Mayor

Date: May 12th, 2020

ATTEST:


Lynda Lowry, EX-OFFICIO CITY CLERK

Date: May 12th, 2020

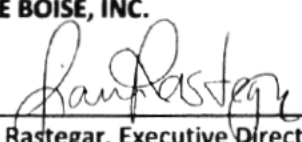


CAPITAL CITY DEVELOPMENT CORPORATION


By: John Brunelle, Executive Director

Date: May 18, 2020

ACTUATE BOISE, INC.


By: Tiam Rastegar, Executive Director

Date: 05/04/2020

EXHIBIT A
PROGRAM GUIDELINES

Manager shall be responsible for meeting the Program Guidelines set forth in this Exhibit A.

1. Develop Entrepreneurship Programs. The following are examples of Manager's services:
 - Mentor Members on financial and legal issues that confront new and emerging businesses.
 - Assist Members in locating financing for new companies or businesses.
 - Assist Members in developing and implementing a business plan.
 - Provide work space, administrative services, and meeting space.
2. Develop benchmarks for Members to gauge successful participation in the Entrepreneurship Programs.
3. Report to Agency on Members' success or failure to attain benchmarks. Such reports should provide aggregated data on an agreed upon set of benchmarks, which may include the following list, or any other benchmarks mutually agreed to:
 - Number and type of Members
 - Members that have launched new companies
 - Funding provided to Members
 - Total start-up capital raised
 - Total startup revenue
 - Jobs created
 - Local and national business and industry collaborations
 - Collaborations with educational institutions
 - Collaborations with public entities
 - Collaborations with non-profit organizations
 - Number of persons taking part in programming events organized by Manager
 - Programs directed to youths and students
 - Number and type of programs offered
 - Number of visitors to the Property and/or tours

NOTE: THIS LIST IS NOT MEANT TO BE INCLUSIVE AND IS NOT MEANT TO SERVE AS A SET OF REQUIRED TOPICS FOR ANNUAL REPORTS. AGENCY SEEKS SIGNIFICANT INPUT AND PROGRAM DESIGN FROM MANAGER AS TO WHAT KINDS OF PROGRAMS AND BENCHMARKS WILL INCREASE THE LIKELIHOOD OF MEMBERS' SUCCESS TOWARDS ACHIEVING THE END GOALS OF INCREASING THE NUMBER OF SUCCESSFUL LOCAL BUSINESSES IN BOISE'S URBAN RENEWAL PLAN AREAS AND ECONOMIC DEVELOPMENT THEREIN.

4. Within thirty (30) days of the Agreement Effective Date, Manager shall provide Agency and City an Operating Plan for the Entrepreneurship Programming. The Operating Plan will provide sufficient detail on the programming and management to enable Agency to deliver meaningful comments. Concurrently with the Financial Reporting outlined in Section 3.D. of the Agreement, or more often as determined by Manager or Agency, Manager shall provide Agency and City with an updated Operating Plan.

EXHIBIT B
LEASE

OFFICE LEASE
500 S. 8th Street, Boise, Idaho

THIS OFFICE LEASE is made and entered into as of the 18th day of May, 2020, by and between RIM VIEW LLC, an Idaho limited liability company ("**Landlord**"), and CAPITAL CITY DEVELOPMENT CORPORATION, a public body, politic and corporate, of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("**Tenant**"). Landlord and Tenant may be referred to herein as the "parties" or a "party" as the case may be. The "**Effective Date**" of this Lease shall be the date signed by both parties (last date signed).

WITNESSETH:

FOR AND IN CONSIDERATION of the respective covenants, agreements, and obligations hereinafter set forth, Landlord and Tenant do hereby agree as follows:

ARTICLE I. PREMISES

Section 1.1 Leased Premises. Landlord owns and hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises ("**Premises**") situated in the County of Ada, State of Idaho, which consists of approximately 7,600 rentable square feet of ground floor space in the building ("**Ground Floor**"), and 7,200 of unfinished basement space in the building ("**Basement**") for a total of 14,800 rentable square feet, located at 500 S. 8th Street, Boise, Idaho ("**Building**"). The Ground Floor and Basement are shown as the **Premises** on the Floor Plans attached hereto as Exhibit "A".

Section 1.2 Tenant Improvements. Landlord is providing the Premises upon a "**As-Is**" basis based upon the Floor Plans (Exhibit "A") which is attached to this Lease. Additional Tenant Improvements are to be done at the Tenant's sole cost and, pursuant to Section 14.1, all alterations, other than standard repair and maintenance, will require the prior approval of the Landlord, which such approval shall not be unreasonably withheld.

ARTICLE II. LEASE TERM

Section 2.1 Lease Term. The Term of this Lease shall be for twenty-four (24) months, beginning upon May 1, 2020.

Section 2.2 Optional Renewal Terms. Tenant shall, provided the Lease is in full force and effect and Tenant is not then in default under any of the other terms and conditions of the Lease at the time of notification or commencement, have the right to elect to renew the Term of the Lease for up to three (3) sequential one (1) year renewal terms (the "**Renewal Term**"), shown below, for the portion of the Premises being leased by Tenant as of the date the Renewal Term is to commence, on the same terms and conditions set forth in the Lease except as modified by Section 3.2 below.

First optional renewal term: May 1, 2022 to April 30, 2023
Second optional renewal term: May 1, 2023 to April 30, 2024
Third optional renewal term: May 1, 2024 to April 30, 2025

Section 2.3 Required Notice for Renewal Terms. Tenant shall deliver to Landlord a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than thirty (30) days before the last day of the then current term. The failure of Tenant to exercise the option for one or more Renewal Term in the manner and within the time herein provided shall terminate the rights of Tenant with respect to the Renewal Terms.

ARTICLE III. RENT

Section 3.1 Monthly Rent. Commencing upon February 1, 2020, and continuing for twenty-four (24) months, Tenant shall pay the monthly rent amount of **FIFTEEN THOUSAND TWO-HUNDRED FIFTY DOLLARS (\$15,250)** to Landlord for the Premises. The monthly rent is payable, in advance and without demand, on the first day of each month during the Term of this Lease. Monthly rent paid by Tenant to Landlord shall be in lawful money of the United States of America. Failure of Tenant to pay monthly rent as herein required shall constitute a default under the terms hereof. All rent shall be paid to Landlord at the address to which notices to Landlord are given.

Section 3.2 Monthly Rent for Renewal Terms. If Tenant elects to renew the Term of the Lease in the manner described in Section 2.2 above, Tenant's monthly rent amount for each Renewal Term shall be the lesser of: a.) the previous term's monthly rent amount plus three percent (3%); or b.) the previous term's monthly rent amount plus the most recent 12-month percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region.

Section 3.3 Gross Lease. This is intended to be a Gross Lease, with Landlord covering all of the building expenses (the "Operating Expenses") except those costs which are the sole responsibility of the Tenant as provided herein. Landlord and Tenant understand Operating Expenses to include all of the following: Landlord's administration costs and overhead; costs of repairs and maintenance of the Building (including common areas as hereinafter defined); building insurance; real property and improvement taxes, assessments, and insurance premiums (including plate glass insurance) required to be paid by Landlord in this Lease; snow removal benefitting the Building; fire alarm monitoring; all capital improvements and replacements (including HVAC and plumbing); cleaning and sweeping exterior and grounds; planting, landscaping, and re-landscaping; exterior window cleaning; roof repair and maintenance; all supplies, labor, and materials utilized in connection with the operation of the Building except janitorial; and Tenant access to the paved parking lot on 8th Street is included in this Lease.

Section 3.4 Late Payment; Liquidated Damages. Tenant acknowledges that late payment of any rent or other amount due and payable hereunder shall cause Landlord to incur costs and expenses not contemplated by this Lease, the exact amount of which cannot be ascertained. Accordingly, if any installment of rent or other amount due under this Lease is not received by Landlord within ten (10) days after its due date, without the requirement of

Landlord to make demand therefore, Tenant shall pay to Landlord liquidated damages equal to five percent (5%) of such overdue rent or other amount. The parties agree that said liquidated damages and the amount thereof represent a fair and reasonable estimate of the costs and expenses Landlord will incur by reason of such late payment. Landlord's acceptance of a late payment and the liquidated damages shall not constitute a waiver by Landlord of Tenant's default with respect to such overdue rent or other payment due, nor prevent Landlord from exercising any other rights and remedies provided in this Lease.

ARTICLE IV. SECURITY DEPOSIT

Concurrent with the Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$15,250.00. Said sum shall be held by Landlord as security for Tenant's faithful performance of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant. If Tenant defaults with respect to any provisions of this Lease, including (but not limited to) the provisions relating to the payment of rent and any of the monetary sums due herewith, Landlord may (but is not required to) use, apply, or retain all or any portion of the security deposit for payment of the same or any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within 10 business days after receipt of written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount; and Tenant's failure to do so is a material breach of this Lease. Landlord is not required to keep the security deposit separate from Landlord's general funds, and Tenant is not entitled to interest on such deposit. If Tenant faithfully and fully performs every provision of this Lease to be performed by Tenant, the security deposit or any balance thereof will be refunded to Tenant within fifteen (15) days after the expiration or termination of this Lease. In the event of termination of Landlord's interest in the Building, Landlord shall transfer the security deposit to Landlord's successor in interest, whereupon Rim View LLC shall be relieved from all liability to Tenant for the return of such deposit to Tenant.

ARTICLE V. USE OF PREMISES

Section 5.1 Use. Except as approved by Landlord at such time as Tenant requests consent to sublet or assign its rights hereunder (as provided below), Tenant shall use the Premises solely for general office and storage use. As used herein, "general office" use includes holding workshops, events, and classes. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall have access to the Premises seven days a week, twenty-four hours a day.

Section 5.2 Compliance with Laws. Tenant shall comply with all laws concerning the Premises or Tenant's use of the Premises, including, without limitation, the obligation to alter or maintain the Premises in compliance and conformity with all present and future laws relating to the condition, use, or occupancy of the Premises; provided, however, that Tenant shall not be responsible for any non-compliance that exists at the time of execution of this Lease.

Landlord agrees to comply with all requirements and be wholly responsible for any accommodations required of the Americans with Disabilities Act (Public Law-101-36 (July 26, 1990)) ("ADA") applicable to the exterior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Tenant agrees to comply with all requirements and be wholly responsible for any accommodations required of the ADA applicable to the interior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Each party shall hold the other harmless from any and all expenses, liabilities, costs or damages suffered by the other as a result of such party's failure to fulfill its responsibility as set forth herein. No provision in the Lease should be construed in any manner as permitting, consenting to or authorizing either party to violate the requirements under the ADA and any provision of the Lease which might be construed as authorizing a violation of the ADA shall be interpreted in a manner which requires compliance with the ADA. Each party shall cooperate fully with the other to enable the other to timely comply with the provisions of the ADA and each agree to inform the other immediately of any notice received by it regarding complaints, inquiries or claims by anyone alleging a violation of the ADA.

Section 5.3 Effect on Insurance. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Building. If the rate of any insurance to be carried by Landlord is increased as a result of Tenant's use for any purpose other than as set forth in Section 5.1 above, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

Section 5.4 Waste; Nuisance. Tenant shall not do anything on the Premises that will cause damage to the Premises or the Building; nor shall Tenant use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of other portions of the Building, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises.

Section 5.5 Electrical Requirements. If Tenant installs on the Premises any electrical equipment which causes an overload on the electrical service to the Premises, Tenant shall, at Tenant's own cost and expense, make whatever changes are necessary to comply with the requirements of insurers, the utility company supplying said electrical service, and any governmental authorities having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

Section 5.6 Disposal of Refuse. Subject to Landlord's obligations set forth in Section 10.2 below, Tenant shall, at all times, keep the Premises and adjacent walkways, loading areas, and service entrances clean and clear of obstacles. Tenant shall store all trash and garbage within the Premises or in an area designated by Landlord as appropriate therefor.

Section 5.7 Suitability. Except as otherwise provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representations or warranty with

respect to the Premises or with respect to the suitability of the Premises or the Building for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration, or improvement to the Premises except as provided in this Lease. Tenant's taking possession of the Premises shall conclusively establish that the Premises were, at such time, in satisfactory condition, unless, within ten (10) days after such date, Tenant gives Landlord written notice specifying in reasonable detail the respects in which the Premises or the Building were not in satisfactory condition.

Section 5.8 Prohibited Sales. Tenant shall not use, or permit any person or persons to use, the Premises, or any part thereof, for conducting therein an auction, liquidation sale, distress or fire sale, bankruptcy sale, or going-out-of-business sale.

Section 5.9 Rules and Regulations. Tenant shall comply with any reasonable Building or parking rules and regulations of Landlord as may now exist or may hereafter be established or from time to time be amended by Landlord, provided that no such reasonable rules or amendments shall materially increase Tenant's obligations under this Lease. Landlord shall not be liable to Tenant for any violation of such rules and regulations by any other tenant or for failure to enforce such rules and/or regulations.

Section 5.10 Exclusive. No exclusive rights are granted under this Lease.

ARTICLE VI. COMMON AREAS

Section 6.1 Definition. As used in this Lease, the term "**common areas**" means the land and improvements which, at the time in question, have been designated by Landlord for common use by or for the benefit of more than one tenant, including, without limitation, any land and facilities used for or as service corridors, stairways, landscaped areas, exterior walls (except those abutting the Premises), elevators, interior corridors, rest rooms, drinking fountains, outside areas, and other public facilities.

Section 6.2 Access; Management. Tenant shall have a nonexclusive right during the term of this Lease to use common areas for itself, its employees, agents, customers, invitees, and licensees, in common with other tenants and their customers. However, all common areas shall be subject to the exclusive control and management of Landlord or such other persons or nominees to whom Landlord may have delegated or assigned the right to exercise such management or control, in whole or in part, in Landlord's place and stead, and Landlord and Landlord's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas. Tenant agrees to abide by and conform with such reasonable rules and regulations, to cause its concessionaires, and its and their employees and agents, so to abide and conform, and to use its best efforts to cause its customers, invites, and licensees to so abide and conform. It shall be Tenant's duty to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation, and in no event shall Tenant have the right to sell or solicit in any manner in any of the common areas without the prior written consent of Landlord. If any common area expenses are increased by reason of Tenant's operation of its business on a 24-hour basis, Tenant shall, immediately upon demand, reimburse Landlord for such increased

expenses. If the exterior doors are rekeyed by Tenant, Landlord shall be provided keys for all exterior doors at Tenant's expense

Section 6.3 Closure. Except as otherwise provided in this Lease, Landlord shall have the right to close, if necessary, all or any portion of the common areas to such extent as may, in the opinion of Landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the common areas to discourage noncustomer use; to use portions of the common areas while engaged in making additional improvements, repairs, or alterations to the Building; and to do and perform such other acts in, to, and with respect to the common areas as in the use of good business judgment Landlord shall determine to be appropriate to the Building; provided that no such work shall materially affect access to the Premises.

Section 6.4 Changes. Except as otherwise provided in this Lease, Landlord shall have the right to increase or reduce the common areas, to rearrange improvements on the common areas, and to make such changes therein and thereto from time to time which, in Landlord's opinion, are deemed to be desirable and for the best interest of all persons using said common areas, in Landlord's sole and absolute discretion, provided, however, that Landlord shall give Tenant sixty (60) days advance written notice of any such changes and that no such changes shall materially affect the Premises.

Section 6.5 Deliveries. Tenant agrees that Tenant and Tenant's concessionaires and their respective officers, agents, employees, vendors, suppliers, and other independent contractors will use such access points and will operate trucks and trailers in delivering merchandise to and from the Premises: a.) upon and over such access points as are designated therefor by Landlord as a means of ingress to and egress from the Premises; and b.) at such times of the day that deliveries do not unreasonably interfere with the business of other tenants.

ARTICLE VII. UTILITIES

Section 7.1 Utility Charges; Hookup Fees. Tenant covenants to promptly, and as the bills therefore become due and payable, pay for any and all heat, air conditioning, water, light, power and/or other utility service, including garbage, trash removal, and sewage disposal, and all hookup fees or charges in connection therewith, used by Tenant in or about the Premises during the term of this Lease, whether such bills be presented before or after termination of the occupancy of said Premises by Tenant. Landlord shall not be liable for any interruption or failure in the supply of any utility to the Premises unless caused by Landlord's negligence or intentional act.

Section 7.2 Reimbursement to Landlord. Intentionally Omitted.

Section 7.3 Common Utility Facilities. Intentionally Omitted.

ARTICLE VIII. AIR CONDITIONING AND HEATING

Landlord shall provide Tenant with adequate heating and air conditioning fixtures as may be required for the use and occupancy of the Premises as office and storage space in order to maintain the temperature within the Premises in a range reasonably comfortable for human occupation, and represents and warrants to Tenant that they are, and will be, in good working order as of the day Tenant takes possession. Landlord covenants to maintain the air conditioning and heating system serving the Premises at appropriate temperatures for the convenience of its occupants. Landlord shall be responsible for the costs of maintenance, quarterly servicing, and repair of the heating and air conditioning system in accordance with the provisions of Section 10.2.

ARTICLE IX. TAXES AND OTHER ASSESSMENTS

Section 9.1 Personal Property Taxes. Tenant shall pay, before delinquency, all taxes, assessments, license fees, and public charges levied, assessed, or imposed upon or measured by the value of its business operation, including but not limited to the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises by Tenant. Landlord shall pay any Downtown Business Association charges, fees or assessments for the Tenant's use, the Premises, or the Building, should the Downtown Business Improvement District be expanded to include the Building. If at any time during the term of this Lease any of the foregoing are assessed as a part of the real property of which the Premises are a part, Tenant shall pay to Landlord, upon demand, the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor as to the amount so assessed shall be conclusive.

ARTICLE X. MAINTENANCE AND REPAIR OF PREMISES

Section 10.1 Tenant's Obligation. Tenant shall at all times keep the Premises in good order and condition, excepting normal wear and tear. Tenant agrees to keep sidewalks and service areas adjacent to the Premises clear of Tenant's rubbish and refuse.

Section 10.2 Landlord's Obligation. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition all portions of the Premises, including but not limited to the interior of abutting walls; interior entrances, interior doors, and interior glass; interior walls (including the interior walls which separate the Premises from adjoining tenant space); exterior walls; utility meters; all fixtures and equipment, including lighting, heating, ventilation and air conditioning facilities, electrical, plumbing (including all pipes, wiring and other items within, above, below or exclusively serving the Premises); floor covering; ceilings; the roof; all interior portions of the Premises; all exterior glass (and any deductible portion of Landlord's plate glass insurance to the extent it is not covered by Landlord's plate glass insurance), windows and exterior doors; fire sprinklers; and all structural parts of the Premises and structural floor (except all floor covering), and replacements not covered in Article VIII and/or Section 10.1 above at Landlord's cost without reimbursement. Except for the foregoing, Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements,

or improvements to and upon the Premises; nor shall Landlord be required to make repairs necessitated by reason of the negligence of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements contained in this Lease, or caused by alterations, additions, or improvements made by Tenant or anyone claiming under Tenant. Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of Landlord unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification.

Section 10.3 Failure to Repair. If Landlord refuses or neglects to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Tenant, Tenant shall have the right, upon giving Landlord ten (10) days written notice of Tenant's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Landlord. In such event, such work shall be paid for by Landlord and shall be due promptly upon receipt of a bill therefor. No exercise by Tenant of any rights herein reserved shall entitle Landlord to any damages for any injury or inconvenience occasioned thereby.

ARTICLE XI. INSURANCE

Section 11.1 Tenant's Obligation. During the term of this Lease, Tenant shall obtain and maintain, or cause to be obtained and maintained, at Tenant's sole cost and expense, the following types of insurance in the amounts specified and in the form hereinafter provided:

Subsection 11.1.1 Public Liability and Property Damage. Tenant shall obtain and maintain comprehensive public liability insurance with coverage of not less than \$2,000,000.00 (combined single limit), insuring against claims for bodily injury, death or property damage founded upon Tenant's use of the Premises and other portions of the Building, or arising out of or relating to Tenant's maintenance, use, and occupancy thereof. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement(s) contained in this Lease as to liability for injury to or death of persons and injury or damage to property, and shall name, as additional insureds, Landlord and Landlord's lenders as designated by Landlord from time to time.

Subsection 11.1.2 Premises Facilities Furnished and Installed by Tenant and Personal Property. Tenant shall obtain and maintain insurance covering all of the items comprising Tenant's leasehold improvements, trade fixtures, equipment, and personal property from time to time in, on, or upon the Premises in an amount not less than ninety percent (90%) of their full replacement cost, providing protection against any period included within the classification of "fire and extended coverage," together with insurance against sprinkler damage, vandalism, and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate under the provisions hereof dealing with destruction of the Premises.

Section 11.2 Landlord's Obligation. Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Premises and the Building, in an amount not less than ninety percent (90%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings), and providing protection against any peril generally included within the classification of "fire and extended coverage." In addition, Landlord shall have the right to purchase and keep in force rent insurance to protect Landlord against loss of rent during the period of repair or replacement of all or a portion of the Building in the event of loss or damage thereto, at Landlord's sole cost. The insurance provided for in this Section may be bought within the coverage of a blanket policy or policies of insurance carried and maintained by Landlord.

Subsection 11.2.1 Plate Glass. Landlord shall obtain and maintain full coverage plate glass insurance for all plate glass on the Premises. Any replacement plate glass will be of like kind and quality.

Section 11.3 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Idaho. Each policy and the issuing company shall be satisfactory to Landlord and any lender holding a security interest in the Building. Landlord and Tenant shall be a named insured or additional insured on all such policies. Such policies shall be for the mutual and joint benefit and protection of Landlord and Tenant, and or certificates thereof shall be delivered to Landlord within ten (10) days prior to the commencement date of the term of this Lease, and thereafter within thirty (30) days prior to the expiration of the term of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. To the extent commercially reasonable, all policies of insurance procured by Tenant shall contain a provision that the company writing said policy shall give Landlord thirty (30) days' written notice in advance of any cancellation, lapse or reduction in the amounts of insurance. All public liability, property damage, and other casualty policies required of Tenant to be purchased and maintained shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.

Section 11.4 Adjustment of Coverage. Not more frequently than every three (3) years during the term of this Lease, if, in the opinion of Landlord based on industry and local standards, the amount of public liability and property damage insurance required to be carried by Tenant is at that time not adequate, Tenant shall increase insurance coverage as reasonably determined by Landlord to be adequate.

Section 11.5 Failure of Tenant to Insure. In the event that Tenant shall fail to purchase and keep in force any of the insurance required of Tenant in this Article XI, Landlord may (but shall not be required to) purchase and keep in force the same, in which event Tenant shall reimburse Landlord as an operating expense. Landlord's election to purchase said insurance on behalf of Tenant shall not constitute a curing of the default occasioned by Tenant's failure nor be an election of remedies otherwise available to Landlord.

ARTICLE XII. DAMAGE TO PREMISES

Section 12.1 Fully Tenantable. If the Premises are damaged by fire or other casualty (hereinafter "occurrence"), but are not thereby rendered untenable, in whole or in part, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the rent shall not be abated.

Section 12.2 Partially Untenable. If the Premises shall be rendered partially untenable by reason of such occurrence, Landlord shall cause the damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the minimum monthly rent for the portion of the Premises rendered untenable shall be abated proportionately on a square footage basis so long as said portion remains untenable.

Section 12.3 Totally Untenable. If the Premises shall be rendered totally untenable by reason of such occurrence, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and all rent meanwhile shall be abated. In such event, Landlord shall have the right to elect not to reconstruct the Premises, which right may be exercised by written notice delivered to Tenant within sixty (60) days after such occurrence, and in which case this Lease and the tenancy hereby created shall cease as of the date of said occurrence and all rent shall abate as of that date.

Section 12.4 Uninsured Casualty. If damage to the Premises or to the Building is caused by a casualty for which there is no insurance and the cost of repairing such damage exceeds twenty percent (20%) of the then replacement value of the Premises, Landlord or Tenant shall have the right to cancel and terminate this Lease, which right shall be exercised by written notice delivered to the other party within sixty (60) days from the date of the occurrence. Upon the giving of such notice, the terms of this Lease shall expire upon the third day after such notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

Section 12.5 Destruction of Building. In the event that fifty percent (50%) or more (in value or square footage) of the entire Building shall be damaged or destroyed by fire or other cause, Landlord or Tenant shall have the right to elect to cancel and terminate this Lease by serving written notice on the other party within sixty (60) days from the occurrence. Upon giving of such notice, the term of this Lease shall expire on the third day after such a notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

ARTICLE XIII. CONDEMNATION

Section 13.1 Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the remainder not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as hereinafter provided), shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date of which the condemning authority takes title or possession, whichever shall first occur.

Section 13.2 Partial Taking. In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the minimum monthly rent payable hereunder shall be reduced by an amount that is in the same ratio to the minimum monthly rent as the value of the portion of the Premises taken bears to the total value of the Premises immediately before the taking. Landlord shall promptly, at Landlord's expense, restore the portion of the Premises not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

Section 13.3 Awards. Any award for any taking of all or any part of the Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of fee title. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or for damage for cessation or interruption of Tenant's business, or for relocation.

Section 13.4 Sale Under Threat of Condemnation. A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article XIII.

ARTICLE XIV. ALTERATIONS AND FIXTURES

Section 14.1 Installation; Removal. Tenant shall not make any alterations or additions to the Premises over \$5,000 annually without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld and Tenant shall provide notice to Landlord of any alterations or additions, including painting, regardless of the costs. All alterations, additions, and improvements made by Tenant to or upon the Premises, except trade fixtures which may be removed without damaging walls, ceilings, or floors (such as removable light fixtures, signs, electrical equipment, cases, or counters), shall remain on and be surrendered with the Premises upon expiration or termination of the term; provided, however, that if, within thirty (30) days after the expiration of the term or earlier termination of this Lease Landlord so directs by written notice to Tenant, Tenant shall within ten (10) days after such notice is served remove the additions, improvements, fixtures, trade fixtures, floor covering, and installations which were placed in the Premises by Tenant and which are designated in said notice, and in such event Tenant shall repair any damage occasioned by such removal, reasonable wear and tear excepted; and if Tenant fails to do so, Landlord may effect said removal and repairs at Tenant's expense. Upon the expiration or termination of the Lease Term or agreed upon holdover period, if requested by Landlord, Tenant shall at its expense remove Tenant's cabling, goods and effects and those of all persons claiming under Tenant provided it repairs all damage arising from such removal. In furtherance of the foregoing, it is specifically agreed between Landlord and Tenant that upon expiration or termination of the term of this Lease, Tenant shall be permitted to remove only those improvements and fixtures which are listed on Exhibit B attached hereto, provided that Tenant shall repair any damage occasioned by such removal.

Section 14.2 Protection of Others. All work with respect to any alterations, additions, or improvements undertaken by Tenant shall be performed in such a manner as not to cause

dust outside the Premises or be a nuisance to any other tenant or cause inconvenience to patrons of the Building.

Section 14.3 Security System. Subject to the provisions of this Article XIV, Tenant shall have the right to install security systems in the Premises.

ARTICLE XV. SIGNS

Section 15.1 Tenant's Sign. Tenant may provide at its sole expense exterior signs. Such signs shall conform with the Building's theme and be subject to Landlord's approval as set forth below.

Section 15.2 Approval of Signs. Notwithstanding anything to the contrary herein, Landlord agrees that Tenant shall be able to place a sign on the northwest corner of the Building, facing the intersection of 8th St. and Myrtle Street, up to the maximum size allowed by Boise City, subject also to approval by the agency having jurisdiction. No other exterior signs shall be erected or installed by Tenant without the prior written consent of Landlord, and any signs so permitted shall be of such design, size and type as shall be specifically approved by Landlord, it being understood and agreed that Landlord intends to cause uniformity and standardization with respect to all exterior signs located on the Building of which the Premises is a part. Prior to the installation of any exterior sign, Tenant shall submit to Landlord such plans, specifications, and other information concerning the proposed sign as required by Landlord, approval of which Landlord shall not unreasonably withheld or delayed. For the purposes of this section, the term "exterior sign" means any sign installed on the exterior of the Premises. In addition, prior to installation of any exterior signs, Tenant must obtain approval therefore from the City of Boise.

Section 15.3 Maintenance. After installation of any approved exterior sign(s), Tenant shall maintain the same in good condition and repair at all times and, upon expiration or earlier termination of this Lease, Tenant shall remove the same and repair all damage caused by such erection, installation, maintenance or removal. Any power needed to serve such sign(s) shall be metered to and paid for by Tenant.

ARTICLE XVI. LIENS

Section 16.1 Liens Prohibited. Tenant shall pay or cause to be paid all costs and expenses for the work done by Tenant or caused to be done by Tenant on the Premises, and Tenant shall keep the Premises free and clear of all liens of whatever kind or nature including, but not limited to, mechanics and materialmen's liens ("prohibited lien"). Tenant shall indemnify, save, and hold Landlord harmless against any liability, loss, damage, cost, attorney's fees, and all other expenses on account of any such lien.

Section 16.2 Release of Lien. Within fifteen (15) days after the filing of any prohibited lien for record, Tenant shall fully pay and discharge such lien, or cause the release thereof, and Tenant shall reimburse Landlord, upon demand, for any and all loss, damages and expense, including reasonable attorney fees, which Landlord may suffer or incur by reason thereof.

Section 16.3 Failure to Pay or Release Lien. If Tenant shall fail to discharge or cause the release of a prohibited lien and a suit to foreclose the same is filed, Landlord may (but shall not be required to) pay the lien and any costs, and the amounts so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and payable by Tenant to Landlord.

ARTICLE XVII. LIABILITY OF PARTIES FOR DAMAGE OR LOSS

Section 17.1 Waiver of Subrogation. Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured against under any insurance policies existing for the benefit of the respective party. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all rights of recovery by way of subrogation against either Landlord or Tenant.

Section 17.2 Non-Liability of Landlord. Landlord shall not be liable for injury or damage to property resulting from fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from the pipes, appliances, plumbing, street or subsurface, or from any other place, or from dampness, or for loss, by theft or otherwise, of property of Tenant or others, except as may be caused by the negligence or intentional act of Landlord. Subject to the prior sentence, Tenant assumes the risk of all property kept or stored on the Premises and shall hold Landlord harmless from any claims arising out of damage to the same. Tenant shall give immediate notice to Landlord in case of fire or accidents on or in the Premises or defects thereon or therein.

ARTICLE XVIII. INDEMNITY

Section 18.1 Indemnification of Landlord. Subject to Section 18.2 and to the extent permitted by law, Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against any and all claims arising from Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Building, and Tenant shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, claims by Tenant's guests, invitees, customers, or any of Tenant's agents, contractors or employees, and from and against all costs, attorney fees, expenses, and liabilities incurred as a result of such claims or any action or proceeding brought thereon. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause, and, subject to Section 18.2, Tenant hereby waives all claims in respect thereto against Landlord, except those claims covered by Landlord's insurance.

Section 18.2 Indemnification of Tenant. Landlord hereby agrees to defend, indemnify, protect, and hold Tenant harmless from and against any and all expenses, liabilities, claims, and lawsuits (including reasonable attorney's fees) for bodily injuries (including death resulting therefrom) or property damage suffered by Tenant, Tenant's agents, employees, contractors, and invitees, which arise from Landlord's breach of this Lease and/or the negligent or intentional acts of Landlord, Landlord's agents, or employees. In the event any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

ARTICLE XIX. ASSIGNMENT, SUBLEASING OR TRANSFER

Section 19.1 Assignment Restricted. Except as specifically approved below, Tenant may not assign or sublet its interest under this Lease without the prior written approval of Landlord, which approval shall not be unreasonably withheld; provided that Landlord is aware of, and hereby approves the following: (i) Tenant's sublease, license, or agreement with the entity currently known "Actuate Boise, Inc." and/or its members, invitees, guests, and/or licensees however it may be named in such agreement; and/or (ii) any assignment or sublease to the City of Boise. Except as approved above, Landlord reserves the right to review and approve the form of sublease documents proposed by Tenant, which approval shall not be unreasonably withheld. In addition, Tenant shall provide Landlord with executed copies of any sublease(s) proposed, which shall require Landlord's written consent, which consent shall not be unreasonably withheld. Any assignment or sublease of this Lease shall not operate to relieve Tenant of any of its obligations hereunder. Any attempt to sublet, mortgage, assign or otherwise transfer or encumber this Lease or Tenant's interest herein without Landlord approval under this Article shall constitute a default under this Lease. Landlord shall respond to Tenant's request for consent within fifteen (15) days of Landlord's receipt of such request and all information reasonably required by Landlord to evaluate such request as set forth herein. Tenant shall promptly provide Landlord with a copy of all notices received or sent under any sublease, license or consulting agreement with any occupant of the Premises.

Section 19.2 Mortgage Prohibited. Tenant is prohibited from mortgaging all or any part of its interest under this Lease.

Section 19.3 Request for Consent. In the event Tenant requests Landlord's consent for an assignment or sublease (other than as previously identified in Section 19.1 above), Landlord shall have the right, in its reasonable discretion, to deny such request unless the following conditions are met:

The nature, quality or type of use proposed to be conducted on the Premises must not be in conflict with the letter or spirit of any use or exclusivity clause in any other lease, loan document, or other agreement relating to the Building of which Landlord has provided previous notice or, in Landlord's judgment, otherwise be detrimental to other businesses in the Building. Notwithstanding the above, Landlord agrees and acknowledges the Premises' use as office and/or storage on the Ground Floor and

storage in the Basement for Tenant and/or the City of Boise is hereby deemed approved and not in conflict with the above.

Section 19.4 No Implied Release or Waiver. Subletting or assignment by Tenant, even if approved by Landlord, shall not relieve Tenant of Tenant's obligation to pay the rent owing hereunder and to perform all of the other obligations to be performed by Tenant hereunder, nor shall Landlord be required under any condition to consent to the assignment or subletting of Tenant's option(s) to extend, if any, unless agreed by Landlord in writing. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transaction; any such waiver or consent shall not be effective unless it is in writing.

Section 19.5 Included Transactions. For the purposes of this Article XIX, an assignment of this Lease shall be deemed to have occurred in the following cases:

- (a) if Tenant is a corporation, in the event of a merger, consolidation or liquidation, or in the event of any change in the ownership of, or power to vote, the majority of its outstanding voting stock;
- (b) if Tenant is a partnership or other entity, any change in the ownership of, or power to vote, the majority of its ownership interests.

An assignment shall not be deemed to have occurred as a result of the transfer of stock or ownership interest among the Tenant's owners existing as of the date of execution hereof.

ARTICLE XX. SUBORDINATION AND ATTORNMENT

Section 20.1 Subordination. At Landlord's option, this Lease shall be subject and subordinate to the lien of any mortgages or trust deeds in any amount or amounts whatsoever now or hereafter placed on or against the Premises or the Building, or any part thereof, or on or against Landlord's interest or estate therein, provided that Tenant receives and signs a reasonable nondisturbance and subordination agreement. If any mortgagee, trustee, or trust deed beneficiary shall elect to have this Lease prior to the lien of its mortgage or trust deed, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed or the date of the recording thereof. Tenant covenants and agrees to execute and deliver, upon demand, without charge therefor, such further reasonable instruments evidencing such subordination of this Lease to such mortgage or trust deed as may be desired by any lender or any title company.

Section 20.2 Attornment. In the event of foreclosure of any mortgage or trust deed covering the Premises, Tenant shall, if requested by the purchaser at any foreclosure sale, attorn to and recognize such purchaser as the landlord under this Lease.

ARTICLE XXI. DEFAULT

Section 21.1 Events of Default. Time is expressly made of the essence of this Lease. At any time during the term of this Lease, and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceedings in law, in equity, or before any administrative tribunal which has or may have the effect of preventing Tenant from complying with the terms of this Lease, the occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (a) Failure to pay any installment of rent or any other sum herein specified to be paid by Tenant upon the due date, upon ten (10) days after written notice is served upon Tenant of such failure to pay, which notice shall specify the sum then due;
- (b) Failure to timely observe or perform Tenant's other covenants, agreements, or obligations hereunder within thirty (30) days following written notice delivered to Tenant, which notice shall specify the matter(s) then in default; provided that additional time reasonably required to cure the matter(s) in default shall be allowed so long as Tenant is diligently pursuing all actions required to cure the matter(s) for which a default is claimed under this subparagraph (b);
- (c) Filing or having filed against Tenant in any court pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by Tenant, or if Tenant makes an assignment for the benefit of creditors, or any execution or attachment shall be issued against Tenant of all or a substantial portion of Tenant's property, whereby all or any portion of the Premises covered by this Lease or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the determination, issuance or filing of the same.

Section 21.2 Effect of Notice of Default. If a written notice of default is required by law to be given to Tenant prior to commencing an action against Tenant, any notice given under this Lease shall be deemed to be such written notice. No such notice shall be deemed to effect a forfeiture or termination of this Lease.

Section 21.3 Remedies. In the event of a default by Tenant, Landlord shall have the right to exercise one or more of the following remedies, without terminating Tenant's obligation to pay rent or Tenant's other obligations hereunder:

Subsection 21.3.1 Reentry. Landlord shall have the right, with or without process of law, to reenter the Premises and remove all persons and property from the Premises.

Subsection 21.3.2 Reletting.

- (a) Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term as Landlord deems reasonable or necessary, and Landlord may take any action necessary to accomplish such rental or to maintain or preserve the Premises, including removal of all persons and property from the Premises and/or the alteration or repair of the Premises in order to make the same available for reletting, all without being deemed to have elected to terminate Tenant's obligations under this Lease.
- (b) In the event any reletting occurs, Tenant's right to possession of the Premises shall automatically and permanently terminate upon the execution of a lease with the new tenant, but Tenant's liability hereunder shall not be terminated thereby; rather, Tenant shall remain liable for damages, including (but not limited to) all rent and other sums then due with interest as provided herein, leasing commissions incurred by Landlord in obtaining a new lease, alteration costs to restore the Premises to standard vanilla condition, the difference in rental rates between this Lease and such new lease if the reletting is at lesser rates than provided for in this Lease, any other rent deficiency occurring during the remaining term hereof, any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of events, would be likely to result therefrom, plus, at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law.
- (c) In the event of a reletting of the Premises after Tenant's default, Tenant shall, upon demand, reimburse Landlord for any damages incurred as hereinabove provided, and Tenant shall pay any deficiency in rent each month as the amount thereof is ascertained by Landlord. Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or charges payable hereunder, may be brought by Landlord from time to time at Landlord's election; and nothing herein contained shall be deemed to require Landlord to await the date this Lease would have expired by the terms hereof had there been no such default by Tenant.

Subsection 21.3.3 Acceleration. Intentionally Omitted.

Subsection 21.3.4 Subtenant Security Deposits. Intentionally Omitted.

Subsection 21.3.5 Other Remedies. Landlord shall have the right to exercise any other remedy, at law or in equity, now or hereafter available to Landlord under Idaho law.

Section 21.4 Mitigation. In effecting any remedy provided for hereunder, Landlord shall reasonably mitigate its damages.

Section 21.5 Landlord Default. Landlord shall not be in default unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice from Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion. In the event of any default by Landlord Tenant at its election, may terminate this lease upon written notice to Landlord.

ARTICLE XXII. LANDLORD'S ENTRY ON PREMISES

Section 22.1 Right of Entry. Landlord and Landlord's authorized representatives shall have the right to enter the Premises at all reasonable times and with Twenty-Four (24) hours prior notice to Tenant for any of the following purposes:

- (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;
- (b) to make any necessary repairs or perform any maintenance with respect to the Premises or the Building, which repairs or maintenance are the obligations of Landlord as provided in this Lease;
- (c) to serve, post, and keep posted any notices required or allowed under the provisions of this Lease or applicable law;
- (d) to post "for sale" signs at any time during the term of this Lease and to post "for rent" signs during the last three (3) months of the term of this Lease, or during any period while Tenant is in default; and
- (e) to show the Premises to prospective brokers, agents, buyers or tenants at any time during the term of this Lease.

Section 22.2 No Liability. Landlord shall conduct its activities on the Premises as allowed herein in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant; provided, however, Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other similar damage (collectively "damage") arising out of Landlord's entry on the Premises as allowed herein, unless any such damage arises out of Landlord's negligent or willful misconduct.

ARTICLE XXIII. WAIVER

Landlord's waiver of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. Landlord's acceptance of rent hereunder shall not be construed to be a waiver of any term of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the earliest rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

ARTICLE XXIV. NOTICES

Section 24.1 Service of Notice. Any notice or demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or, if mailed, the date the same is deposited in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid and properly addressed.

Section 24.2 Landlord's Address. Until changed by notice in writing, all notices, demands and communications to Landlord shall be addressed as follows:

Rim View LLC
1301 S. Vista Avenue, Suite 101
Boise, Idaho 83705
(208) 345-3505

With copy to: Fredric V. Shoemaker, Esq.
Parsons Behle & Latimer
800 W. Main Street, Suite 1300
Boise, Idaho 83702
(208) 562-4900

Section 24.3 Tenant's Address. Until changed by notice in writing, all notices, demands, and communications to Tenant shall be addressed as follows:

Capital City Development Corporation
121 N. 9th St., Suite 501
Boise, Idaho 83702
(208) 384-4264

With copy to: Ryan Armbruster, Esq.
Elam & Burke
251 E. Front Street, Suite 300
Boise, Idaho 83701
(208) 343-5454

And a copy to: City of Boise
Attn: Boise City Attorney's Office
150 N. Capitol Boulevard
PO Box 500
Boise, Idaho 83702-0500

Section 24.4 Change of Address. Either party shall have the right to change its address by notice in writing delivered to the other party in accordance with the provisions of this Article.

ARTICLE XXV. HOLD OVER

Section 25.1 Month-to-Month Tenancy. If Tenant, with Landlord's written consent, remains in possession of all or any part of the Premises after the expiration of the term hereof, such possession shall be deemed to be a month-to-month tenancy terminable upon thirty (30) days' written notice given at any time by either party. During any such month-to-month tenancy, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease. If Tenant remains in possession of all or any portion of the Premises after the expiration of the term hereof, without Landlord's written consent, then rent shall be payable monthly in an amount equal to one hundred fifty percent (150%) of the rent for the last month of the expired lease term, without prejudice to Landlord's right to evict Tenant at any time, to seek damages for inability to deliver the Premises to a successor tenant, or to pursue any other remedy available at law or in equity. Except as provided in this subsection, any holdover tenancy shall be subject to every other term, covenant and provision contained herein (except that Tenant shall not have the right to exercise any option or preemptive right granted to Tenant by Landlord). The inclusion of this subsection shall not be construed as Landlord's permission for Tenant to hold over after the expiration of this Lease.

ARTICLE XXVI. ATTORNEY FEES AND COSTS

Section 26.1 General Default. If either party shall default in the payment to the other party of any sum of money specified in this Lease to be paid, or if either party shall default with respect to any other of its obligations contained in this Lease, and said sum is collected or the default is cured with the assistance of any attorney for the other party and before the commencement of a suit thereon, reasonable attorney's fees incurred by the other party shall be added to the balance due (and paid as a condition of curing such default) or, in the case of a nonmonetary default, shall be reimbursed to the other party upon demand.

Section 26.2 Litigation. In the event of any litigation between the parties to this Lease (including any proceedings in bankruptcy court), the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's, accountant's, and appraiser's fees incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal, and such may be included in the judgment entered in such action.

ARTICLE XXVII. SURRENDER OF PREMISES

Section 27.1 Condition. Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the same are at the commencement of the term or as may be improved by Landlord or Tenant, reasonable wear and tear, damage by fire or other casualty excepted. Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, rubbish, furniture, equipment, business and trade fixtures, freestanding cabinetwork, movable partitions, and other articles of personal property owned by Tenant (exclusive of any items described in Section 27.3 below) and all similar items of any other persons claiming under Tenant; and Tenant shall, before expiration or termination, repair all damage to the Premises resulting from such removal and otherwise restore the Premises, reasonable wear and tear, damage by fire or other casualty excepted.

Section 27.2 Abandoned Property. Any property of Tenant not removed by Tenant upon the expiration of the term of this Lease and within forty-eight (48) hours after Landlord has provided written notice to Tenant of Landlord's intention to declare said property abandoned, shall be considered abandoned, and Landlord may remove any or all of such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant; and if Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale in such manner and at such times and places as Landlord, in Landlord's sole discretion, may deem proper, without notice to or demand upon Tenant, for payment of all or any part of such charges and the costs of removing such property. The proceeds of such sale shall be applied as follows: first, to the costs and expenses of such sale, including reasonable attorney's fees incurred; second, to payment of the costs of or charges for storing any such property; third, to payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. The provisions hereof shall be without prejudice to Landlord to exercise any other rights over Tenant's property on the Premises as provided elsewhere in this Lease or as allowed by law.

Section 27.3 Permanent Property. All fixtures, equipment, alterations, additions, improvements, and appurtenances attached to or built into the Premises prior to or during the term of this Lease, whether by Landlord at its expense or by Tenant at its expense, or both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the term of this Lease, except as provided in Section 14.1 hereinabove. Such fixtures, equipment, alterations, additions, improvements, and appurtenances shall include but not be limited to: all floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, insulation, silencing equipment, communication systems, all fixtures and outlets for the systems mentioned herein, and for all telephone, radio, telegraph, and television purposes, and any special flooring or ceiling installations.

ARTICLE XXVIII. MISCELLANEOUS

Section 28.1 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and performing the covenants, terms, and conditions of this Lease required of Tenant to be kept and performed, may quietly have, hold, and enjoy the Premises during the term hereof.

Section 28.2 Estoppel Certificate. Tenant shall, at any time upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing: a.) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance; and b.) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Building. Tenant's failure to deliver such statement within said time shall be conclusive upon Tenant: a.) that this Lease is in full force and effect, without modification except as may be represented by Landlord; b.) that there are no uncured defaults in Landlord's performance; and c.) that not more than an amount equal to one (1) month's rent has been paid in advance (exclusive of any security deposit held by Landlord under the provisions of this Lease).

Section 28.3 Transfer of Landlord's Interest. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises and/or the Building (other than a transfer for security purposes only), Landlord shall be relieved from all obligations and liabilities accruing thereafter on the part of Landlord, provided that Landlord shall, at the time of such transfer, deliver to its successor in interest any funds in which Tenant has an interest. This Lease shall not be affected by any such transfer of Landlord's interest, and Tenant agrees to attorn to Landlord's successor in interest.

Section 28.4 Severability. If any term or provision of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall be interpreted to have the meaning which renders it valid.

Section 28.5 Force Majeure. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Tenant pursuant to this Lease.

Section 28.6 Interest on Past Due Obligation. Except as expressly herein provided, any amount due to Landlord and not paid within ten (10) days of the due date shall bear interest from the due date at the rate of one percent (1.0%) per month. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

Section 28.7 Covenants. Intentionally Omitted.

Section 28.8 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of such corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the corporation's board of directors, and that this Lease is binding upon said corporation in accordance with its terms.

Section 28.9 No Recording. Neither party shall record this Lease or any memorandum hereof, it being agreed that Tenant's possession of the Premises shall be adequate notice of Tenant's interest therein.

Section 28.10 Article Headings. The article headings, section headings, subsection headings, titles, and captions used in this Lease are for convenience only and are not part of this Lease.

Section 28.11 Entire Agreement. This Lease supersedes all prior agreements between the parties hereto, whether in writing or otherwise, and any such prior agreement shall have no force or effect upon and after the date of this Lease. This Lease is integrated and contains the entire agreement of the parties; no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect, except to the extent that the same are contained in any document executed by the parties hereafter or contemporaneously herewith.

Section 28.12 Amendments. This Lease may not be amended, modified, or changed in any way, except by a written document signed by both Landlord and Tenant.

Section 28.13 Governing Law; Venue. This Lease shall be construed, interpreted, and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho. Any litigation between the parties shall be commenced in Ada County, Idaho.

Section 28.14 Counterparts. This Lease may be executed in counterparts, in which event all of such counterparts, taken together, shall constitute a binding agreement (even though no single counterpart contained the signatures of both Landlord and Tenant).

Section 28.15 Succession. This Lease, and all obligations contained herein, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto; provided, however, that any assignment or transfer of this Lease, or any estate hereunder, shall be subject to any applicable restrictions set forth herein.

Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

Section 28.17 Guaranty. Intentionally Omitted.

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

Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

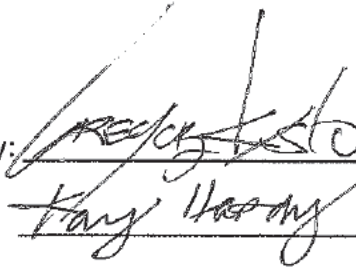
Section 28.17 Guaranty. Intentionally Omitted.

End of Agreement | Signatures appear on the following page.

IN WITNESS WHEREOF, This Lease Agreement has been executed as of the day and year first hereinabove written.

LANDLORD: RIM VIEW, LLC

By: _____



3-31-2020

3. 31. 2020

TENANT: CAPITAL CITY DEVELOPMENT CORPORATION

By: _____



EXHIBIT A

FLOOR PLAN—BUILDING

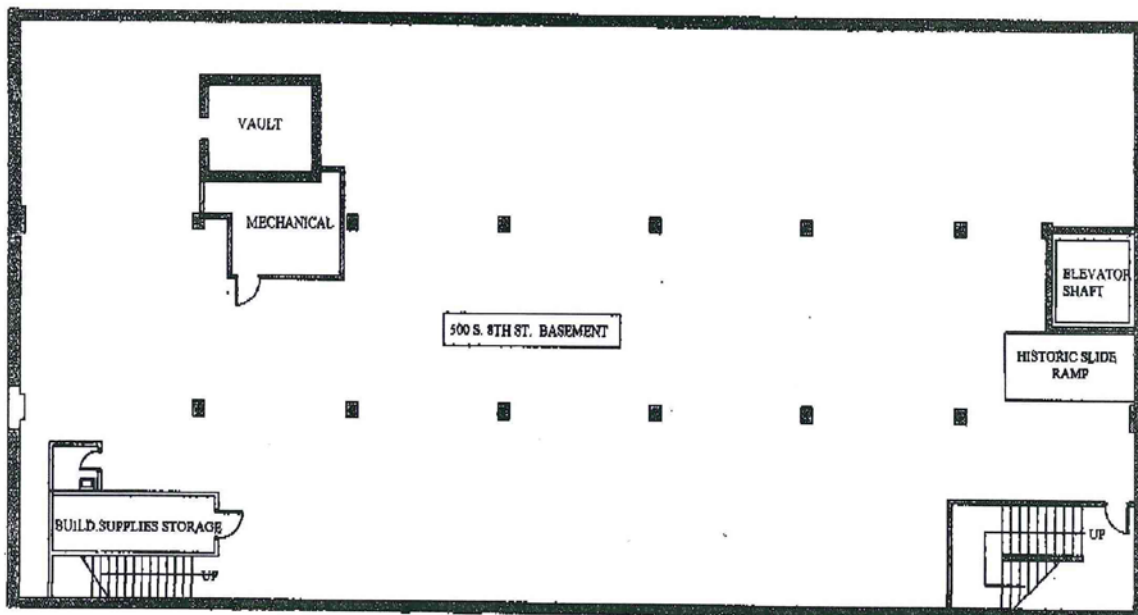
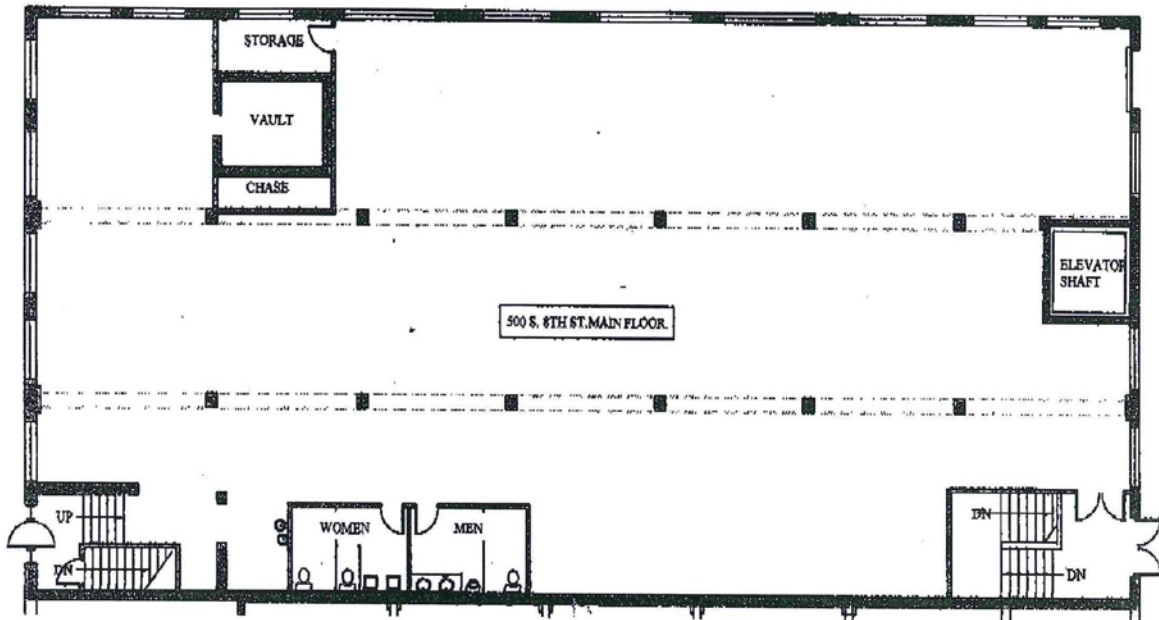


EXHIBIT B

**IMPROVEMENTS/FIXTURES TENANT IS AUTHORIZED TO REMOVE
AT LEASE EXPIRATION**

None.

EXHIBIT C
PERSONAL PROPERTY LIST

Agency Furniture Available for Manager's Temporary Use

Lobby and Conference Room Furniture

<u>Qty</u>	<u>Item</u>	<u>Color</u>
4	36"x72" Table	Light Wood Veneer
2	36"x72" Folding Table	Light Wood Veneer
2	48" Circle Table	Light Wood Veneer
1	36" Circle Table	Light Wood Veneer
2	48" Square Table	Light Wood Veneer
1	Lobby Couch	Beige
2	Lobby Loveseat	Beige
2	Lobby Chair	Beige
1	24"x24" Square Lobby Table	Dark Wood Veneer

Workstation Furniture

<u>Qty</u>	<u>Item</u>	<u>Color</u>
8	72"x36" Desk	Dark Wood Veneer
1	Corner Desk (Left Extension)	Grey
1	Short Bookcase (48"x24"x29.5")	Grey
25	Cubicle Panel (60"x36")	Grey



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AGENDA BILL

Agenda Subject: Resolution 1860 approving a one-year renewal of the Lease of 500 S. 8th Street from Rim View LLC		Date: March 11, 2024
Staff Contact: John Brunelle, Executive Director Mary Watson, General Counsel	Attachments: <ul style="list-style-type: none">- Resolution 1860- Original Lease of 500 S. 8th Street, Boise	
Action Requested: Adopt Resolution 1860 approving a one-year renewal of the Lease for 500 S. 8th Street from Rim View LLC		

Background:

Since 2015, the Agency has leased commercial office space at 500 S. 8th Street, Boise, from Rim View LLC ("Lease"). The Agency and the City of Boise ("City") have used the space to house the economic development efforts known as Trailhead, the business incubator run by non-profit business entity Actuate Boise, Inc. The City is not a party to the Lease but shares equally in the Lease expense under the terms and conditions of a Memorandum of Understanding ("MOU") with the Agency, effective December 17, 2019.

Executed on May 18, 2020, the current Lease was for an initial term of two years with up to three (3) sequential one-year renewals. Should the Agency Board decide to renew the Lease, the Agency must provide an irrevocable notice of renewal to Rim View LLC for the third optional renewal term of May 1, 2024 to April 30, 2025 no later than the end of March. The ability of the Agency to lease real property is expressly allowed by Idaho Code § 50-2007.

Fiscal Notes:

With the City sharing the Lease expense, the Agency's cost for a second optional renewal term will be \$99,984.55. The Agency has budgeted sufficient funds for this expense.

Recommendation:

In order to achieve the Trailhead business efforts described herein, it is recommended the Agency Board adopt Resolution 1860 to renew the lease of 500 S. 8th Street.

Suggested Motion:

I move to adopt Resolution 1860 approving renewal of the Lease of 500 S. 8th Street from Rim View LLC for one year.

RESOLUTION NO. 1860

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 RENEWAL OF THE LEASE OF 500 S. 8TH STREET, BOISE, IDAHO, BETWEEN THE AGENCY AND RIM VIEW LLC FOR A PERIOD OF ONE (1) YEAR WITH CERTAIN TERMS AND CONDITIONS AND EXPENSES MEANT TO FACILITATE THE BUSINESS DEVELOPMENT EFFORTS COMMONLY KNOWN AS TRAILHEAD; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE THE OPTION TO RENEW ON BEHALF OF THE AGENCY, INCLUDING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the Agency and the City for many years have worked 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, Idaho; and,

WHEREAS, to accomplish the above and other public purposes, the Agency has leased office space in the building addressed as 500 S. 8th Street, Boise ("Building"), from Rim View LLC since February 2015, which commercial office space has been used by Actuate Boise, Inc., to provide services to promote the formation and success of local businesses, entrepreneurs, and companies ("Business Assistance Services") through operations commonly known as Trailhead; and,

WHEREAS, at its public meeting on December 9, 2019, the Agency Board passed Resolution No. 1635 approving a Memorandum of Understanding between the Agency and the City which set out certain terms and conditions regarding the expenses associated with leasing the Building; and,

WHEREAS, at its public meeting on December 17, 2019, the City approved the Memorandum of Understanding between the Agency and the City; and thereafter in accordance with Section 2.3 of the Memorandum of Understanding, the City approved the form of the Building lease at its public meeting on May 12, 2020, and has shared equally in all leasing expenses since that time; and,

WHEREAS, at its public meeting on May 18, 2020, the Agency Board passed Resolution 1650 approving the current Building lease, with an effective date of May 1, 2020, for an initial Term of two (2) years with the option to renew for up to three (3) sequential one (1) year renewal terms; and,

WHEREAS, at its public meeting on March 14, 2022, the Agency Board passed Resolution 1749 approving renewal of the Building lease for the first optional one-year renewal term, May 1, 2022 to April 30, 2023; and

WHEREAS, at its public meeting on March 13, 2023, the Agency Board passed Resolution 1814 approving renewal of the Building lease for the second optional one-year renewal term, May 1, 2023 to April 30, 2024; and,

WHEREAS, the Agency Board hereby finds that renewal of the Building lease for the third optional one-year renewal term, May 1, 2024 to April 30, 2025, in accordance with Section 2.2 of the lease, enables all the involved parties to continue cooperating to their mutual advantage in a manner that will best accord with individual needs and development of the parties; and,

WHEREAS, the ability of the Agency to lease real property is expressly allowed by Idaho Code Section 50-2007; and,

WHEREAS, the Agency Board finds it in the best public interest to approve renewal of the Building lease with Rim View LLC and to authorize the Executive Director to exercise the option to renew for said one-year term on behalf of the Agency.

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 renewal of the lease of 500 S. 8th Street, Boise, between the Agency and Rim View LLC for the third optional one-year renewal term, May 1, 2024 to April 30, 2025, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to take all necessary steps to exercise the option to renew the Building lease, including the expenditure of funds for said one-year renewal totaling ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED SIXTY-NINE AND 08/100 DOLLARS (\$199,969.08), half of which amount is reimbursed to the Agency by the City of Boise under the terms and conditions of the Memorandum of Understanding, effective December 17, 2019.

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 March 11, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 11, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chair

ATTEST:

BY: _____
John Stevens, Vice Chair

OFFICE LEASE
500 S. 8th Street, Boise, Idaho

THIS OFFICE LEASE is made and entered into as of the 18th day of May _____, 2020, by and between RIM VIEW LLC, an Idaho limited liability company ("**Landlord**"), and CAPITAL CITY DEVELOPMENT CORPORATION, a public body, politic and corporate, of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code ("**Tenant**"). Landlord and Tenant may be referred to herein as the "parties" or a "party" as the case may be. The "**Effective Date**" of this Lease shall be the date signed by both parties (last date signed).

WITNESSETH:

FOR AND IN CONSIDERATION of the respective covenants, agreements, and obligations hereinafter set forth, Landlord and Tenant do hereby agree as follows:

ARTICLE I. PREMISES

Section 1.1 Leased Premises. Landlord owns and hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises ("**Premises**") situated in the County of Ada, State of Idaho, which consists of approximately 7,600 rentable square feet of ground floor space in the building ("**Ground Floor**"), and 7,200 of unfinished basement space in the building ("**Basement**") for a total of 14,800 rentable square feet, located at 500 S. 8th Street, Boise, Idaho ("**Building**"). The Ground Floor and Basement are shown as the **Premises** on the Floor Plans attached hereto as Exhibit "A".

Section 1.2 Tenant Improvements. Landlord is providing the Premises upon a "**As-Is**" basis based upon the Floor Plans (Exhibit "A") which is attached to this Lease. Additional Tenant Improvements are to be done at the Tenant's sole cost and, pursuant to Section 14.1, all alterations, other than standard repair and maintenance, will require the prior approval of the Landlord, which such approval shall not be unreasonably withheld.

ARTICLE II. LEASE TERM

Section 2.1 Lease Term. The Term of this Lease shall be for twenty-four (24) months, beginning upon May 1, 2020.

Section 2.2 Optional Renewal Terms. Tenant shall, provided the Lease is in full force and effect and Tenant is not then in default under any of the other terms and conditions of the Lease at the time of notification or commencement, have the right to elect to renew the Term of the Lease for up to three (3) sequential one (1) year renewal terms (the "**Renewal Term**"), shown below, for the portion of the Premises being leased by Tenant as of the date the Renewal Term is to commence, on the same terms and conditions set forth in the Lease except as modified by Section 3.2 below.

First optional renewal term: May 1, 2022 to April 30, 2023
Second optional renewal term: May 1, 2023 to April 30, 2024
Third optional renewal term: May 1, 2024 to April 30, 2025

Section 2.3 Required Notice for Renewal Terms. Tenant shall deliver to Landlord a written notice irrevocably exercising the option to renew for a one (1) year Renewal Term not later than thirty (30) days before the last day of the then current term. The failure of Tenant to exercise the option for one or more Renewal Term in the manner and within the time herein provided shall terminate the rights of Tenant with respect to the Renewal Terms.

ARTICLE III. RENT

Section 3.1 Monthly Rent. Commencing upon February 1, 2020, and continuing for twenty-four (24) months, Tenant shall pay the monthly rent amount of **FIFTEEN THOUSAND TWO-HUNDRED FIFTY DOLLARS (\$15,250)** to Landlord for the Premises. The monthly rent is payable, in advance and without demand, on the first day of each month during the Term of this Lease. Monthly rent paid by Tenant to Landlord shall be in lawful money of the United States of America. Failure of Tenant to pay monthly rent as herein required shall constitute a default under the terms hereof. All rent shall be paid to Landlord at the address to which notices to Landlord are given.

Section 3.2 Monthly Rent for Renewal Terms. If Tenant elects to renew the Term of the Lease in the manner described in Section 2.2 above, Tenant's monthly rent amount for each Renewal Term shall be the lesser of: a.) the previous term's monthly rent amount plus three percent (3%); or b.) the previous term's monthly rent amount plus the most recent 12-month percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region.

Section 3.3 Gross Lease. This is intended to be a Gross Lease, with Landlord covering all of the building expenses (the "Operating Expenses") except those costs which are the sole responsibility of the Tenant as provided herein. Landlord and Tenant understand Operating Expenses to include all of the following: Landlord's administration costs and overhead; costs of repairs and maintenance of the Building (including common areas as hereinafter defined); building insurance; real property and improvement taxes, assessments, and insurance premiums (including plate glass insurance) required to be paid by Landlord in this Lease; snow removal benefitting the Building; fire alarm monitoring; all capital improvements and replacements (including HVAC and plumbing); cleaning and sweeping exterior and grounds; planting, landscaping, and re-landscaping; exterior window cleaning; roof repair and maintenance; all supplies, labor, and materials utilized in connection with the operation of the Building except janitorial; and Tenant access to the paved parking lot on 8th Street is included in this Lease.

Section 3.4 Late Payment; Liquidated Damages. Tenant acknowledges that late payment of any rent or other amount due and payable hereunder shall cause Landlord to incur costs and expenses not contemplated by this Lease, the exact amount of which cannot be ascertained. Accordingly, if any installment of rent or other amount due under this Lease is not received by Landlord within ten (10) days after its due date, without the requirement of

Landlord to make demand therefore, Tenant shall pay to Landlord liquidated damages equal to five percent (5%) of such overdue rent or other amount. The parties agree that said liquidated damages and the amount thereof represent a fair and reasonable estimate of the costs and expenses Landlord will incur by reason of such late payment. Landlord's acceptance of a late payment and the liquidated damages shall not constitute a waiver by Landlord of Tenant's default with respect to such overdue rent or other payment due, nor prevent Landlord from exercising any other rights and remedies provided in this Lease.

ARTICLE IV. SECURITY DEPOSIT

Concurrent with the Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of \$15,250.00. Said sum shall be held by Landlord as security for Tenant's faithful performance of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant. If Tenant defaults with respect to any provisions of this Lease, including (but not limited to) the provisions relating to the payment of rent and any of the monetary sums due herewith, Landlord may (but is not required to) use, apply, or retain all or any portion of the security deposit for payment of the same or any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within 10 business days after receipt of written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount; and Tenant's failure to do so is a material breach of this Lease. Landlord is not required to keep the security deposit separate from Landlord's general funds, and Tenant is not entitled to interest on such deposit. If Tenant faithfully and fully performs every provision of this Lease to be performed by Tenant, the security deposit or any balance thereof will be refunded to Tenant within fifteen (15) days after the expiration or termination of this Lease. In the event of termination of Landlord's interest in the Building, Landlord shall transfer the security deposit to Landlord's successor in interest, whereupon Rim View LLC shall be relieved from all liability to Tenant for the return of such deposit to Tenant.

ARTICLE V. USE OF PREMISES

Section 5.1 Use. Except as approved by Landlord at such time as Tenant requests consent to sublet or assign its rights hereunder (as provided below), Tenant shall use the Premises solely for general office and storage use. As used herein, "general office" use includes holding workshops, events, and classes. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall have access to the Premises seven days a week, twenty-four hours a day.

Section 5.2 Compliance with Laws. Tenant shall comply with all laws concerning the Premises or Tenant's use of the Premises, including, without limitation, the obligation to alter or maintain the Premises in compliance and conformity with all present and future laws relating to the condition, use, or occupancy of the Premises; provided, however, that Tenant shall not be responsible for any non-compliance that exists at the time of execution of this Lease.

Landlord agrees to comply with all requirements and be wholly responsible for any accommodations required of the Americans with Disabilities Act (Public Law-101-36 (July 26, 1990)) ("ADA") applicable to the exterior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Tenant agrees to comply with all requirements and be wholly responsible for any accommodations required of the ADA applicable to the interior of the Building during the term of the Lease to accommodate Tenant's employees, invitees and customers. Each party shall hold the other harmless from any and all expenses, liabilities, costs or damages suffered by the other as a result of such party's failure to fulfill its responsibility as set forth herein. No provision in the Lease should be construed in any manner as permitting, consenting to or authorizing either party to violate the requirements under the ADA and any provision of the Lease which might be construed as authorizing a violation of the ADA shall be interpreted in a manner which requires compliance with the ADA. Each party shall cooperate fully with the other to enable the other to timely comply with the provisions of the ADA and each agree to inform the other immediately of any notice received by it regarding complaints, inquiries or claims by anyone alleging a violation of the ADA.

Section 5.3 Effect on Insurance. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Building. If the rate of any insurance to be carried by Landlord is increased as a result of Tenant's use for any purpose other than as set forth in Section 5.1 above, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

Section 5.4 Waste; Nuisance. Tenant shall not do anything on the Premises that will cause damage to the Premises or the Building; nor shall Tenant use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of other portions of the Building, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises.

Section 5.5 Electrical Requirements. If Tenant installs on the Premises any electrical equipment which causes an overload on the electrical service to the Premises, Tenant shall, at Tenant's own cost and expense, make whatever changes are necessary to comply with the requirements of insurers, the utility company supplying said electrical service, and any governmental authorities having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

Section 5.6 Disposal of Refuse. Subject to Landlord's obligations set forth in Section 10.2 below, Tenant shall, at all times, keep the Premises and adjacent walkways, loading areas, and service entrances clean and clear of obstacles. Tenant shall store all trash and garbage within the Premises or in an area designated by Landlord as appropriate therefor.

Section 5.7 Suitability. Except as otherwise provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representations or warranty with

respect to the Premises or with respect to the suitability of the Premises or the Building for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration, or improvement to the Premises except as provided in this Lease. Tenant's taking possession of the Premises shall conclusively establish that the Premises were, at such time, in satisfactory condition, unless, within ten (10) days after such date, Tenant gives Landlord written notice specifying in reasonable detail the respects in which the Premises or the Building were not in satisfactory condition.

Section 5.8 Prohibited Sales. Tenant shall not use, or permit any person or persons to use, the Premises, or any part thereof, for conducting therein an auction, liquidation sale, distress or fire sale, bankruptcy sale, or going-out-of-business sale.

Section 5.9 Rules and Regulations. Tenant shall comply with any reasonable Building or parking rules and regulations of Landlord as may now exist or may hereafter be established or from time to time be amended by Landlord, provided that no such reasonable rules or amendments shall materially increase Tenant's obligations under this Lease. Landlord shall not be liable to Tenant for any violation of such rules and regulations by any other tenant or for failure to enforce such rules and/or regulations.

Section 5.10 Exclusive. No exclusive rights are granted under this Lease.

ARTICLE VI. COMMON AREAS

Section 6.1 Definition. As used in this Lease, the term "**common areas**" means the land and improvements which, at the time in question, have been designated by Landlord for common use by or for the benefit of more than one tenant, including, without limitation, any land and facilities used for or as service corridors, stairways, landscaped areas, exterior walls (except those abutting the Premises), elevators, interior corridors, rest rooms, drinking fountains, outside areas, and other public facilities.

Section 6.2 Access; Management. Tenant shall have a nonexclusive right during the term of this Lease to use common areas for itself, its employees, agents, customers, invitees, and licensees, in common with other tenants and their customers. However, all common areas shall be subject to the exclusive control and management of Landlord or such other persons or nominees to whom Landlord may have delegated or assigned the right to exercise such management or control, in whole or in part, in Landlord's place and stead, and Landlord and Landlord's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas. Tenant agrees to abide by and conform with such reasonable rules and regulations, to cause its concessionaires, and its and their employees and agents, so to abide and conform, and to use its best efforts to cause its customers, invites, and licensees to so abide and conform. It shall be Tenant's duty to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation, and in no event shall Tenant have the right to sell or solicit in any manner in any of the common areas without the prior written consent of Landlord. If any common area expenses are increased by reason of Tenant's operation of its business on a 24-hour basis, Tenant shall, immediately upon demand, reimburse Landlord for such increased

expenses. If the exterior doors are rekeyed by Tenant, Landlord shall be provided keys for all exterior doors at Tenant's expense

Section 6.3 Closure. Except as otherwise provided in this Lease, Landlord shall have the right to close, if necessary, all or any portion of the common areas to such extent as may, in the opinion of Landlord's counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the common areas to discourage noncustomer use; to use portions of the common areas while engaged in making additional improvements, repairs, or alterations to the Building; and to do and perform such other acts in, to, and with respect to the common areas as in the use of good business judgment Landlord shall determine to be appropriate to the Building; provided that no such work shall materially affect access to the Premises.

Section 6.4 Changes. Except as otherwise provided in this Lease, Landlord shall have the right to increase or reduce the common areas, to rearrange improvements on the common areas, and to make such changes therein and thereto from time to time which, in Landlord's opinion, are deemed to be desirable and for the best interest of all persons using said common areas, in Landlord's sole and absolute discretion, provided, however, that Landlord shall give Tenant sixty (60) days advance written notice of any such changes and that no such changes shall materially affect the Premises.

Section 6.5 Deliveries. Tenant agrees that Tenant and Tenant's concessionaires and their respective officers, agents, employees, vendors, suppliers, and other independent contractors will use such access points and will operate trucks and trailers in delivering merchandise to and from the Premises: a.) upon and over such access points as are designated therefor by Landlord as a means of ingress to and egress from the Premises; and b.) at such times of the day that deliveries do not unreasonably interfere with the business of other tenants.

ARTICLE VII. UTILITIES

Section 7.1 Utility Charges; Hookup Fees. Tenant covenants to promptly, and as the bills therefore become due and payable, pay for any and all heat, air conditioning, water, light, power and/or other utility service, including garbage, trash removal, and sewage disposal, and all hookup fees or charges in connection therewith, used by Tenant in or about the Premises during the term of this Lease, whether such bills be presented before or after termination of the occupancy of said Premises by Tenant. Landlord shall not be liable for any interruption or failure in the supply of any utility to the Premises unless caused by Landlord's negligence or intentional act.

Section 7.2 Reimbursement to Landlord. Intentionally Omitted.

Section 7.3 Common Utility Facilities. Intentionally Omitted.

ARTICLE VIII. AIR CONDITIONING AND HEATING

Landlord shall provide Tenant with adequate heating and air conditioning fixtures as may be required for the use and occupancy of the Premises as office and storage space in order to maintain the temperature within the Premises in a range reasonably comfortable for human occupation, and represents and warrants to Tenant that they are, and will be, in good working order as of the day Tenant takes possession. Landlord covenants to maintain the air conditioning and heating system serving the Premises at appropriate temperatures for the convenience of its occupants. Landlord shall be responsible for the costs of maintenance, quarterly servicing, and repair of the heating and air conditioning system in accordance with the provisions of Section 10.2.

ARTICLE IX. TAXES AND OTHER ASSESSMENTS

Section 9.1 Personal Property Taxes. Tenant shall pay, before delinquency, all taxes, assessments, license fees, and public charges levied, assessed, or imposed upon or measured by the value of its business operation, including but not limited to the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises by Tenant. Landlord shall pay any Downtown Business Association charges, fees or assessments for the Tenant's use, the Premises, or the Building, should the Downtown Business Improvement District be expanded to include the Building. If at any time during the term of this Lease any of the foregoing are assessed as a part of the real property of which the Premises are a part, Tenant shall pay to Landlord, upon demand, the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor as to the amount so assessed shall be conclusive.

ARTICLE X. MAINTENANCE AND REPAIR OF PREMISES

Section 10.1 Tenant's Obligation. Tenant shall at all times keep the Premises in good order and condition, excepting normal wear and tear. Tenant agrees to keep sidewalks and service areas adjacent to the Premises clear of Tenant's rubbish and refuse.

Section 10.2 Landlord's Obligation. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition all portions of the Premises, including but not limited to the interior of abutting walls; interior entrances, interior doors, and interior glass; interior walls (including the interior walls which separate the Premises from adjoining tenant space); exterior walls; utility meters; all fixtures and equipment, including lighting, heating, ventilation and air conditioning facilities, electrical, plumbing (including all pipes, wiring and other items within, above, below or exclusively serving the Premises); floor covering; ceilings; the roof; all interior portions of the Premises; all exterior glass (and any deductible portion of Landlord's plate glass insurance to the extent it is not covered by Landlord's plate glass insurance), windows and exterior doors; fire sprinklers; and all structural parts of the Premises and structural floor (except all floor covering), and replacements not covered in Article VIII and/or Section 10.1 above at Landlord's cost without reimbursement. Except for the foregoing, Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements,

or improvements to and upon the Premises; nor shall Landlord be required to make repairs necessitated by reason of the negligence of Tenant or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements contained in this Lease, or caused by alterations, additions, or improvements made by Tenant or anyone claiming under Tenant. Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of Landlord unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification.

Section 10.3 Failure to Repair. If Landlord refuses or neglects to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Tenant, Tenant shall have the right, upon giving Landlord ten (10) days written notice of Tenant's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Landlord. In such event, such work shall be paid for by Landlord and shall be due promptly upon receipt of a bill therefor. No exercise by Tenant of any rights herein reserved shall entitle Landlord to any damages for any injury or inconvenience occasioned thereby.

ARTICLE XI. INSURANCE

Section 11.1 Tenant's Obligation. During the term of this Lease, Tenant shall obtain and maintain, or cause to be obtained and maintained, at Tenant's sole cost and expense, the following types of insurance in the amounts specified and in the form hereinafter provided:

Subsection 11.1.1 Public Liability and Property Damage. Tenant shall obtain and maintain comprehensive public liability insurance with coverage of not less than \$2,000,000.00 (combined single limit), insuring against claims for bodily injury, death or property damage founded upon Tenant's use of the Premises and other portions of the Building, or arising out of or relating to Tenant's maintenance, use, and occupancy thereof. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement(s) contained in this Lease as to liability for injury to or death of persons and injury or damage to property, and shall name, as additional insureds, Landlord and Landlord's lenders as designated by Landlord from time to time.

Subsection 11.1.2 Premises Facilities Furnished and Installed by Tenant and Personal Property. Tenant shall obtain and maintain insurance covering all of the items comprising Tenant's leasehold improvements, trade fixtures, equipment, and personal property from time to time in, on, or upon the Premises in an amount not less than ninety percent (90%) of their full replacement cost, providing protection against any period included within the classification of "fire and extended coverage," together with insurance against sprinkler damage, vandalism, and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate under the provisions hereof dealing with destruction of the Premises.

Section 11.2 Landlord's Obligation. Landlord shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Premises and the Building, in an amount not less than ninety percent (90%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings), and providing protection against any peril generally included within the classification of "fire and extended coverage." In addition, Landlord shall have the right to purchase and keep in force rent insurance to protect Landlord against loss of rent during the period of repair or replacement of all or a portion of the Building in the event of loss or damage thereto, at Landlord's sole cost. The insurance provided for in this Section may be bought within the coverage of a blanket policy or policies of insurance carried and maintained by Landlord.

Subsection 11.2.1 Plate Glass. Landlord shall obtain and maintain full coverage plate glass insurance for all plate glass on the Premises. Any replacement plate glass will be of like kind and quality.

Section 11.3 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Idaho. Each policy and the issuing company shall be satisfactory to Landlord and any lender holding a security interest in the Building. Landlord and Tenant shall be a named insured or additional insured on all such policies. Such policies shall be for the mutual and joint benefit and protection of Landlord and Tenant, and or certificates thereof shall be delivered to Landlord within ten (10) days prior to the commencement date of the term of this Lease, and thereafter within thirty (30) days prior to the expiration of the term of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. To the extent commercially reasonable, all policies of insurance procured by Tenant shall contain a provision that the company writing said policy shall give Landlord thirty (30) days' written notice in advance of any cancellation, lapse or reduction in the amounts of insurance. All public liability, property damage, and other casualty policies required of Tenant to be purchased and maintained shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry.

Section 11.4 Adjustment of Coverage. Not more frequently than every three (3) years during the term of this Lease, if, in the opinion of Landlord based on industry and local standards, the amount of public liability and property damage insurance required to be carried by Tenant is at that time not adequate, Tenant shall increase insurance coverage as reasonably determined by Landlord to be adequate.

Section 11.5 Failure of Tenant to Insure. In the event that Tenant shall fail to purchase and keep in force any of the insurance required of Tenant in this Article XI, Landlord may (but shall not be required to) purchase and keep in force the same, in which event Tenant shall reimburse Landlord as an operating expense. Landlord's election to purchase said insurance on behalf of Tenant shall not constitute a curing of the default occasioned by Tenant's failure nor be an election of remedies otherwise available to Landlord.

ARTICLE XII. DAMAGE TO PREMISES

Section 12.1 Fully Tenantable. If the Premises are damaged by fire or other casualty (hereinafter "occurrence"), but are not thereby rendered untenable, in whole or in part, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the rent shall not be abated.

Section 12.2 Partially Untenable. If the Premises shall be rendered partially untenable by reason of such occurrence, Landlord shall cause the damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and the minimum monthly rent for the portion of the Premises rendered untenable shall be abated proportionately on a square footage basis so long as said portion remains untenable.

Section 12.3 Totally Untenable. If the Premises shall be rendered totally untenable by reason of such occurrence, Landlord shall cause such damage to be repaired within a reasonable period of time not to exceed 120 days after the occurrence, and all rent meanwhile shall be abated. In such event, Landlord shall have the right to elect not to reconstruct the Premises, which right may be exercised by written notice delivered to Tenant within sixty (60) days after such occurrence, and in which case this Lease and the tenancy hereby created shall cease as of the date of said occurrence and all rent shall abate as of that date.

Section 12.4 Uninsured Casualty. If damage to the Premises or to the Building is caused by a casualty for which there is no insurance and the cost of repairing such damage exceeds twenty percent (20%) of the then replacement value of the Premises, Landlord or Tenant shall have the right to cancel and terminate this Lease, which right shall be exercised by written notice delivered to the other party within sixty (60) days from the date of the occurrence. Upon the giving of such notice, the terms of this Lease shall expire upon the third day after such notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

Section 12.5 Destruction of Building. In the event that fifty percent (50%) or more (in value or square footage) of the entire Building shall be damaged or destroyed by fire or other cause, Landlord or Tenant shall have the right to elect to cancel and terminate this Lease by serving written notice on the other party within sixty (60) days from the occurrence. Upon giving of such notice, the term of this Lease shall expire on the third day after such a notice is given, after which Tenant shall promptly vacate and surrender the Premises to Landlord.

ARTICLE XIII. CONDEMNATION

Section 13.1 Entire or Substantial Taking. If the entire Premises, or so much thereof as to make the remainder not reasonably adequate for the conduct of Tenant's business (notwithstanding restoration by Landlord as hereinafter provided), shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date of which the condemning authority takes title or possession, whichever shall first occur.

Section 13.2 Partial Taking. In the event of any taking under the power of eminent domain which does not so result in a termination of this Lease, the minimum monthly rent payable hereunder shall be reduced by an amount that is in the same ratio to the minimum monthly rent as the value of the portion of the Premises taken bears to the total value of the Premises immediately before the taking. Landlord shall promptly, at Landlord's expense, restore the portion of the Premises not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect.

Section 13.3 Awards. Any award for any taking of all or any part of the Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of fee title. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or for damage for cessation or interruption of Tenant's business, or for relocation.

Section 13.4 Sale Under Threat of Condemnation. A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article XIII.

ARTICLE XIV. ALTERATIONS AND FIXTURES

Section 14.1 Installation; Removal. Tenant shall not make any alterations or additions to the Premises over \$5,000 annually without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld and Tenant shall provide notice to Landlord of any alterations or additions, including painting, regardless of the costs. All alterations, additions, and improvements made by Tenant to or upon the Premises, except trade fixtures which may be removed without damaging walls, ceilings, or floors (such as removable light fixtures, signs, electrical equipment, cases, or counters), shall remain on and be surrendered with the Premises upon expiration or termination of the term; provided, however, that if, within thirty (30) days after the expiration of the term or earlier termination of this Lease Landlord so directs by written notice to Tenant, Tenant shall within ten (10) days after such notice is served remove the additions, improvements, fixtures, trade fixtures, floor covering, and installations which were placed in the Premises by Tenant and which are designated in said notice, and in such event Tenant shall repair any damage occasioned by such removal, reasonable wear and tear excepted; and if Tenant fails to do so, Landlord may effect said removal and repairs at Tenant's expense. Upon the expiration or termination of the Lease Term or agreed upon holdover period, if requested by Landlord, Tenant shall at its expense remove Tenant's cabling, goods and effects and those of all persons claiming under Tenant provided it repairs all damage arising from such removal. In furtherance of the foregoing, it is specifically agreed between Landlord and Tenant that upon expiration or termination of the term of this Lease, Tenant shall be permitted to remove only those improvements and fixtures which are listed on Exhibit B attached hereto, provided that Tenant shall repair any damage occasioned by such removal.

Section 14.2 Protection of Others. All work with respect to any alterations, additions, or improvements undertaken by Tenant shall be performed in such a manner as not to cause

dust outside the Premises or be a nuisance to any other tenant or cause inconvenience to patrons of the Building.

Section 14.3 Security System. Subject to the provisions of this Article XIV, Tenant shall have the right to install security systems in the Premises.

ARTICLE XV. SIGNS

Section 15.1 Tenant's Sign. Tenant may provide at its sole expense exterior signs. Such signs shall conform with the Building's theme and be subject to Landlord's approval as set forth below.

Section 15.2 Approval of Signs. Notwithstanding anything to the contrary herein, Landlord agrees that Tenant shall be able to place a sign on the northwest corner of the Building, facing the intersection of 8th St. and Myrtle Street, up to the maximum size allowed by Boise City, subject also to approval by the agency having jurisdiction. No other exterior signs shall be erected or installed by Tenant without the prior written consent of Landlord, and any signs so permitted shall be of such design, size and type as shall be specifically approved by Landlord, it being understood and agreed that Landlord intends to cause uniformity and standardization with respect to all exterior signs located on the Building of which the Premises is a part. Prior to the installation of any exterior sign, Tenant shall submit to Landlord such plans, specifications, and other information concerning the proposed sign as required by Landlord, approval of which Landlord shall not unreasonably withheld or delayed. For the purposes of this section, the term "exterior sign" means any sign installed on the exterior of the Premises. In addition, prior to installation of any exterior signs, Tenant must obtain approval therefore from the City of Boise.

Section 15.3 Maintenance. After installation of any approved exterior sign(s), Tenant shall maintain the same in good condition and repair at all times and, upon expiration or earlier termination of this Lease, Tenant shall remove the same and repair all damage caused by such erection, installation, maintenance or removal. Any power needed to serve such sign(s) shall be metered to and paid for by Tenant.

ARTICLE XVI. LIENS

Section 16.1 Liens Prohibited. Tenant shall pay or cause to be paid all costs and expenses for the work done by Tenant or caused to be done by Tenant on the Premises, and Tenant shall keep the Premises free and clear of all liens of whatever kind or nature including, but not limited to, mechanics and materialmen's liens ("prohibited lien"). Tenant shall indemnify, save, and hold Landlord harmless against any liability, loss, damage, cost, attorney's fees, and all other expenses on account of any such lien.

Section 16.2 Release of Lien. Within fifteen (15) days after the filing of any prohibited lien for record, Tenant shall fully pay and discharge such lien, or cause the release thereof, and Tenant shall reimburse Landlord, upon demand, for any and all loss, damages and expense, including reasonable attorney fees, which Landlord may suffer or incur by reason thereof.

Section 16.3 Failure to Pay or Release Lien. If Tenant shall fail to discharge or cause the release of a prohibited lien and a suit to foreclose the same is filed, Landlord may (but shall not be required to) pay the lien and any costs, and the amounts so paid, together with reasonable attorney's fees incurred in connection therewith, shall be immediately due and payable by Tenant to Landlord.

ARTICLE XVII. LIABILITY OF PARTIES FOR DAMAGE OR LOSS

Section 17.1 Waiver of Subrogation. Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured against under any insurance policies existing for the benefit of the respective party. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all rights of recovery by way of subrogation against either Landlord or Tenant.

Section 17.2 Non-Liability of Landlord. Landlord shall not be liable for injury or damage to property resulting from fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from the pipes, appliances, plumbing, street or subsurface, or from any other place, or from dampness, or for loss, by theft or otherwise, of property of Tenant or others, except as may be caused by the negligence or intentional act of Landlord. Subject to the prior sentence, Tenant assumes the risk of all property kept or stored on the Premises and shall hold Landlord harmless from any claims arising out of damage to the same. Tenant shall give immediate notice to Landlord in case of fire or accidents on or in the Premises or defects thereon or therein.

ARTICLE XVIII. INDEMNITY

Section 18.1 Indemnification of Landlord. Subject to Section 18.2 and to the extent permitted by law, Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against any and all claims arising from Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Building, and Tenant shall further indemnify, defend, and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, claims by Tenant's guests, invitees, customers, or any of Tenant's agents, contractors or employees, and from and against all costs, attorney fees, expenses, and liabilities incurred as a result of such claims or any action or proceeding brought thereon. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause, and, subject to Section 18.2, Tenant hereby waives all claims in respect thereto against Landlord, except those claims covered by Landlord's insurance.

Section 18.2 Indemnification of Tenant. Landlord hereby agrees to defend, indemnify, protect, and hold Tenant harmless from and against any and all expenses, liabilities, claims, and lawsuits (including reasonable attorney's fees) for bodily injuries (including death resulting therefrom) or property damage suffered by Tenant, Tenant's agents, employees, contractors, and invitees, which arise from Landlord's breach of this Lease and/or the negligent or intentional acts of Landlord, Landlord's agents, or employees. In the event any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

ARTICLE XIX. ASSIGNMENT, SUBLEASING OR TRANSFER

Section 19.1 Assignment Restricted. Except as specifically approved below, Tenant may not assign or sublet its interest under this Lease without the prior written approval of Landlord, which approval shall not be unreasonably withheld; provided that Landlord is aware of, and hereby approves the following: (i) Tenant's sublease, license, or agreement with the entity currently known "Actuate Boise, Inc." and/or its members, invitees, guests, and/or licensees however it may be named in such agreement; and/or (ii) any assignment or sublease to the City of Boise. Except as approved above, Landlord reserves the right to review and approve the form of sublease documents proposed by Tenant, which approval shall not be unreasonably withheld. In addition, Tenant shall provide Landlord with executed copies of any sublease(s) proposed, which shall require Landlord's written consent, which consent shall not be unreasonably withheld. Any assignment or sublease of this Lease shall not operate to relieve Tenant of any of its obligations hereunder. Any attempt to sublet, mortgage, assign or otherwise transfer or encumber this Lease or Tenant's interest herein without Landlord approval under this Article shall constitute a default under this Lease. Landlord shall respond to Tenant's request for consent within fifteen (15) days of Landlord's receipt of such request and all information reasonably required by Landlord to evaluate such request as set forth herein. Tenant shall promptly provide Landlord with a copy of all notices received or sent under any sublease, license or consulting agreement with any occupant of the Premises.

Section 19.2 Mortgage Prohibited. Tenant is prohibited from mortgaging all or any part of its interest under this Lease.

Section 19.3 Request for Consent. In the event Tenant requests Landlord's consent for an assignment or sublease (other than as previously identified in Section 19.1 above), Landlord shall have the right, in its reasonable discretion, to deny such request unless the following conditions are met:

The nature, quality or type of use proposed to be conducted on the Premises must not be in conflict with the letter or spirit of any use or exclusivity clause in any other lease, loan document, or other agreement relating to the Building of which Landlord has provided previous notice or, in Landlord's judgment, otherwise be detrimental to other businesses in the Building. Notwithstanding the above, Landlord agrees and acknowledges the Premises' use as office and/or storage on the Ground Floor and

storage in the Basement for Tenant and/or the City of Boise is hereby deemed approved and not in conflict with the above.

Section 19.4 No Implied Release or Waiver. Subletting or assignment by Tenant, even if approved by Landlord, shall not relieve Tenant of Tenant's obligation to pay the rent owing hereunder and to perform all of the other obligations to be performed by Tenant hereunder, nor shall Landlord be required under any condition to consent to the assignment or subletting of Tenant's option(s) to extend, if any, unless agreed by Landlord in writing. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transaction; any such waiver or consent shall not be effective unless it is in writing.

Section 19.5 Included Transactions. For the purposes of this Article XIX, an assignment of this Lease shall be deemed to have occurred in the following cases:

- (a) if Tenant is a corporation, in the event of a merger, consolidation or liquidation, or in the event of any change in the ownership of, or power to vote, the majority of its outstanding voting stock;
- (b) if Tenant is a partnership or other entity, any change in the ownership of, or power to vote, the majority of its ownership interests.

An assignment shall not be deemed to have occurred as a result of the transfer of stock or ownership interest among the Tenant's owners existing as of the date of execution hereof.

ARTICLE XX. SUBORDINATION AND ATTORNMENT

Section 20.1 Subordination. At Landlord's option, this Lease shall be subject and subordinate to the lien of any mortgages or trust deeds in any amount or amounts whatsoever now or hereafter placed on or against the Premises or the Building, or any part thereof, or on or against Landlord's interest or estate therein, provided that Tenant receives and signs a reasonable nondisturbance and subordination agreement. If any mortgagee, trustee, or trust deed beneficiary shall elect to have this Lease prior to the lien of its mortgage or trust deed, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed or the date of the recording thereof. Tenant covenants and agrees to execute and deliver, upon demand, without charge therefor, such further reasonable instruments evidencing such subordination of this Lease to such mortgage or trust deed as may be desired by any lender or any title company.

Section 20.2 Attornment. In the event of foreclosure of any mortgage or trust deed covering the Premises, Tenant shall, if requested by the purchaser at any foreclosure sale, attorn to and recognize such purchaser as the landlord under this Lease.

ARTICLE XXI. DEFAULT

Section 21.1 Events of Default. Time is expressly made of the essence of this Lease. At any time during the term of this Lease, and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceedings in law, in equity, or before any administrative tribunal which has or may have the effect of preventing Tenant from complying with the terms of this Lease, the occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

- (a) Failure to pay any installment of rent or any other sum herein specified to be paid by Tenant upon the due date, upon ten (10) days after written notice is served upon Tenant of such failure to pay, which notice shall specify the sum then due;
- (b) Failure to timely observe or perform Tenant's other covenants, agreements, or obligations hereunder within thirty (30) days following written notice delivered to Tenant, which notice shall specify the matter(s) then in default; provided that additional time reasonably required to cure the matter(s) in default shall be allowed so long as Tenant is diligently pursuing all actions required to cure the matter(s) for which a default is claimed under this subparagraph (b);
- (c) Filing or having filed against Tenant in any court pursuant to any statute, either in the United States or of any other state, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by Tenant, or if Tenant makes an assignment for the benefit of creditors, or any execution or attachment shall be issued against Tenant of all or a substantial portion of Tenant's property, whereby all or any portion of the Premises covered by this Lease or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, except as may herein be otherwise expressly permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the determination, issuance or filing of the same.

Section 21.2 Effect of Notice of Default. If a written notice of default is required by law to be given to Tenant prior to commencing an action against Tenant, any notice given under this Lease shall be deemed to be such written notice. No such notice shall be deemed to effect a forfeiture or termination of this Lease.

Section 21.3 Remedies. In the event of a default by Tenant, Landlord shall have the right to exercise one or more of the following remedies, without terminating Tenant's obligation to pay rent or Tenant's other obligations hereunder:

Subsection 21.3.1 Reentry. Landlord shall have the right, with or without process of law, to reenter the Premises and remove all persons and property from the Premises.

Subsection 21.3.2 Reletting.

- (a) Landlord shall have the right to attempt to relet the Premises at such rent and upon such conditions and for such a term as Landlord deems reasonable or necessary, and Landlord may take any action necessary to accomplish such rental or to maintain or preserve the Premises, including removal of all persons and property from the Premises and/or the alteration or repair of the Premises in order to make the same available for reletting, all without being deemed to have elected to terminate Tenant's obligations under this Lease.
- (b) In the event any reletting occurs, Tenant's right to possession of the Premises shall automatically and permanently terminate upon the execution of a lease with the new tenant, but Tenant's liability hereunder shall not be terminated thereby; rather, Tenant shall remain liable for damages, including (but not limited to) all rent and other sums then due with interest as provided herein, leasing commissions incurred by Landlord in obtaining a new lease, alteration costs to restore the Premises to standard vanilla condition, the difference in rental rates between this Lease and such new lease if the reletting is at lesser rates than provided for in this Lease, any other rent deficiency occurring during the remaining term hereof, any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations hereunder or which, in the ordinary course of events, would be likely to result therefrom, plus, at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law.
- (c) In the event of a reletting of the Premises after Tenant's default, Tenant shall, upon demand, reimburse Landlord for any damages incurred as hereinabove provided, and Tenant shall pay any deficiency in rent each month as the amount thereof is ascertained by Landlord. Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or charges payable hereunder, may be brought by Landlord from time to time at Landlord's election; and nothing herein contained shall be deemed to require Landlord to await the date this Lease would have expired by the terms hereof had there been no such default by Tenant.

Subsection 21.3.3 Acceleration. Intentionally Omitted.

Subsection 21.3.4 Subtenant Security Deposits. Intentionally Omitted.

Subsection 21.3.5 Other Remedies. Landlord shall have the right to exercise any other remedy, at law or in equity, now or hereafter available to Landlord under Idaho law.

Section 21.4 Mitigation. In effecting any remedy provided for hereunder, Landlord shall reasonably mitigate its damages.

Section 21.5 Landlord Default. Landlord shall not be in default unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice from Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion. In the event of any default by Landlord Tenant at its election, may terminate this lease upon written notice to Landlord.

ARTICLE XXII. LANDLORD'S ENTRY ON PREMISES

Section 22.1 Right of Entry. Landlord and Landlord's authorized representatives shall have the right to enter the Premises at all reasonable times and with Twenty-Four (24) hours prior notice to Tenant for any of the following purposes:

- (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;
- (b) to make any necessary repairs or perform any maintenance with respect to the Premises or the Building, which repairs or maintenance are the obligations of Landlord as provided in this Lease;
- (c) to serve, post, and keep posted any notices required or allowed under the provisions of this Lease or applicable law;
- (d) to post "for sale" signs at any time during the term of this Lease and to post "for rent" signs during the last three (3) months of the term of this Lease, or during any period while Tenant is in default; and
- (e) to show the Premises to prospective brokers, agents, buyers or tenants at any time during the term of this Lease.

Section 22.2 No Liability. Landlord shall conduct its activities on the Premises as allowed herein in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant; provided, however, Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other similar damage (collectively "damage") arising out of Landlord's entry on the Premises as allowed herein, unless any such damage arises out of Landlord's negligent or willful misconduct.

ARTICLE XXIII. WAIVER

Landlord's waiver of any breach of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of any past, present, or future breach of the same or any other term, covenant, or condition of this Lease. Landlord's acceptance of rent hereunder shall not be construed to be a waiver of any term of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the earliest rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

ARTICLE XXIV. NOTICES

Section 24.1 Service of Notice. Any notice or demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or, if mailed, the date the same is deposited in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid and properly addressed.

Section 24.2 Landlord's Address. Until changed by notice in writing, all notices, demands and communications to Landlord shall be addressed as follows:

Rim View LLC
1301 S. Vista Avenue, Suite 101
Boise, Idaho 83705
(208) 345-3505

With copy to: Fredric V. Shoemaker, Esq.
Parsons Behle & Latimer
800 W. Main Street, Suite 1300
Boise, Idaho 83702
(208) 562-4900

Section 24.3 Tenant's Address. Until changed by notice in writing, all notices, demands, and communications to Tenant shall be addressed as follows:

Capital City Development Corporation
121 N. 9th St., Suite 501
Boise, Idaho 83702
(208) 384-4264

With copy to: Ryan Armbruster, Esq.
Elam & Burke
251 E. Front Street, Suite 300
Boise, Idaho 83701
(208) 343-5454

And a copy to: City of Boise
Attn: Boise City Attorney's Office
150 N. Capitol Boulevard
PO Box 500
Boise, Idaho 83702-0500

Section 24.4 Change of Address. Either party shall have the right to change its address by notice in writing delivered to the other party in accordance with the provisions of this Article.

ARTICLE XXV. HOLD OVER

Section 25.1 Month-to-Month Tenancy. If Tenant, with Landlord's written consent, remains in possession of all or any part of the Premises after the expiration of the term hereof, such possession shall be deemed to be a month-to-month tenancy terminable upon thirty (30) days' written notice given at any time by either party. During any such month-to-month tenancy, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease. If Tenant remains in possession of all or any portion of the Premises after the expiration of the term hereof, without Landlord's written consent, then rent shall be payable monthly in an amount equal to one hundred fifty percent (150%) of the rent for the last month of the expired lease term, without prejudice to Landlord's right to evict Tenant at any time, to seek damages for inability to deliver the Premises to a successor tenant, or to pursue any other remedy available at law or in equity. Except as provided in this subsection, any holdover tenancy shall be subject to every other term, covenant and provision contained herein (except that Tenant shall not have the right to exercise any option or preemptive right granted to Tenant by Landlord). The inclusion of this subsection shall not be construed as Landlord's permission for Tenant to hold over after the expiration of this Lease.

ARTICLE XXVI. ATTORNEY FEES AND COSTS

Section 26.1 General Default. If either party shall default in the payment to the other party of any sum of money specified in this Lease to be paid, or if either party shall default with respect to any other of its obligations contained in this Lease, and said sum is collected or the default is cured with the assistance of any attorney for the other party and before the commencement of a suit thereon, reasonable attorney's fees incurred by the other party shall be added to the balance due (and paid as a condition of curing such default) or, in the case of a nonmonetary default, shall be reimbursed to the other party upon demand.

Section 26.2 Litigation. In the event of any litigation between the parties to this Lease (including any proceedings in bankruptcy court), the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's, accountant's, and appraiser's fees incurred therein by the prevailing party, including all such costs and expenses incurred with respect to an appeal, and such may be included in the judgment entered in such action.

ARTICLE XXVII. SURRENDER OF PREMISES

Section 27.1 Condition. Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the same are at the commencement of the term or as may be improved by Landlord or Tenant, reasonable wear and tear, damage by fire or other casualty excepted. Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, rubbish, furniture, equipment, business and trade fixtures, freestanding cabinetwork, movable partitions, and other articles of personal property owned by Tenant (exclusive of any items described in Section 27.3 below) and all similar items of any other persons claiming under Tenant; and Tenant shall, before expiration or termination, repair all damage to the Premises resulting from such removal and otherwise restore the Premises, reasonable wear and tear, damage by fire or other casualty excepted.

Section 27.2 Abandoned Property. Any property of Tenant not removed by Tenant upon the expiration of the term of this Lease and within forty-eight (48) hours after Landlord has provided written notice to Tenant of Landlord's intention to declare said property abandoned, shall be considered abandoned, and Landlord may remove any or all of such items and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant; and if Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may sell any or all of such property at public or private sale in such manner and at such times and places as Landlord, in Landlord's sole discretion, may deem proper, without notice to or demand upon Tenant, for payment of all or any part of such charges and the costs of removing such property. The proceeds of such sale shall be applied as follows: first, to the costs and expenses of such sale, including reasonable attorney's fees incurred; second, to payment of the costs of or charges for storing any such property; third, to payment of any other sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. The provisions hereof shall be without prejudice to Landlord to exercise any other rights over Tenant's property on the Premises as provided elsewhere in this Lease or as allowed by law.

Section 27.3 Permanent Property. All fixtures, equipment, alterations, additions, improvements, and appurtenances attached to or built into the Premises prior to or during the term of this Lease, whether by Landlord at its expense or by Tenant at its expense, or both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the term of this Lease, except as provided in Section 14.1 hereinabove. Such fixtures, equipment, alterations, additions, improvements, and appurtenances shall include but not be limited to: all floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, insulation, silencing equipment, communication systems, all fixtures and outlets for the systems mentioned herein, and for all telephone, radio, telegraph, and television purposes, and any special flooring or ceiling installations.

ARTICLE XXVIII. MISCELLANEOUS

Section 28.1 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and performing the covenants, terms, and conditions of this Lease required of Tenant to be kept and performed, may quietly have, hold, and enjoy the Premises during the term hereof.

Section 28.2 Estoppel Certificate. Tenant shall, at any time upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing: a.) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance; and b.) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or the Building. Tenant's failure to deliver such statement within said time shall be conclusive upon Tenant: a.) that this Lease is in full force and effect, without modification except as may be represented by Landlord; b.) that there are no uncured defaults in Landlord's performance; and c.) that not more than an amount equal to one (1) month's rent has been paid in advance (exclusive of any security deposit held by Landlord under the provisions of this Lease).

Section 28.3 Transfer of Landlord's Interest. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises and/or the Building (other than a transfer for security purposes only), Landlord shall be relieved from all obligations and liabilities accruing thereafter on the part of Landlord, provided that Landlord shall, at the time of such transfer, deliver to its successor in interest any funds in which Tenant has an interest. This Lease shall not be affected by any such transfer of Landlord's interest, and Tenant agrees to attorn to Landlord's successor in interest.

Section 28.4 Severability. If any term or provision of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall be interpreted to have the meaning which renders it valid.

Section 28.5 Force Majeure. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, court orders, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Tenant pursuant to this Lease.

Section 28.6 Interest on Past Due Obligation. Except as expressly herein provided, any amount due to Landlord and not paid within ten (10) days of the due date shall bear interest from the due date at the rate of one percent (1.0%) per month. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

Section 28.7 Covenants. Intentionally Omitted.

Section 28.8 Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of such corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the corporation's board of directors, and that this Lease is binding upon said corporation in accordance with its terms.

Section 28.9 No Recording. Neither party shall record this Lease or any memorandum hereof, it being agreed that Tenant's possession of the Premises shall be adequate notice of Tenant's interest therein.

Section 28.10 Article Headings. The article headings, section headings, subsection headings, titles, and captions used in this Lease are for convenience only and are not part of this Lease.

Section 28.11 Entire Agreement. This Lease supersedes all prior agreements between the parties hereto, whether in writing or otherwise, and any such prior agreement shall have no force or effect upon and after the date of this Lease. This Lease is integrated and contains the entire agreement of the parties; no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect, except to the extent that the same are contained in any document executed by the parties hereafter or contemporaneously herewith.

Section 28.12 Amendments. This Lease may not be amended, modified, or changed in any way, except by a written document signed by both Landlord and Tenant.

Section 28.13 Governing Law; Venue. This Lease shall be construed, interpreted, and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho. Any litigation between the parties shall be commenced in Ada County, Idaho.

Section 28.14 Counterparts. This Lease may be executed in counterparts, in which event all of such counterparts, taken together, shall constitute a binding agreement (even though no single counterpart contained the signatures of both Landlord and Tenant).

Section 28.15 Succession. This Lease, and all obligations contained herein, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto; provided, however, that any assignment or transfer of this Lease, or any estate hereunder, shall be subject to any applicable restrictions set forth herein.

Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

Section 28.17 Guaranty. Intentionally Omitted.

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

Section 28.16 Broker. Each party represents to the other that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease, and further each party shall indemnify, defend, protect, and hold harmless the other party against any loss, cost, liability, or expense incurred as a result of any claim asserted by any other broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of such party.

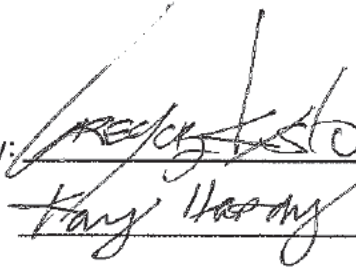
Section 28.17 Guaranty. Intentionally Omitted.

End of Agreement | Signatures appear on the following page.

IN WITNESS WHEREOF, This Lease Agreement has been executed as of the day and year first hereinabove written.

LANDLORD: RIM VIEW, LLC

By: _____



3-31-2020

3. 31. 2020

TENANT: CAPITAL CITY DEVELOPMENT CORPORATION

By: _____



EXHIBIT A

FLOOR PLAN—BUILDING

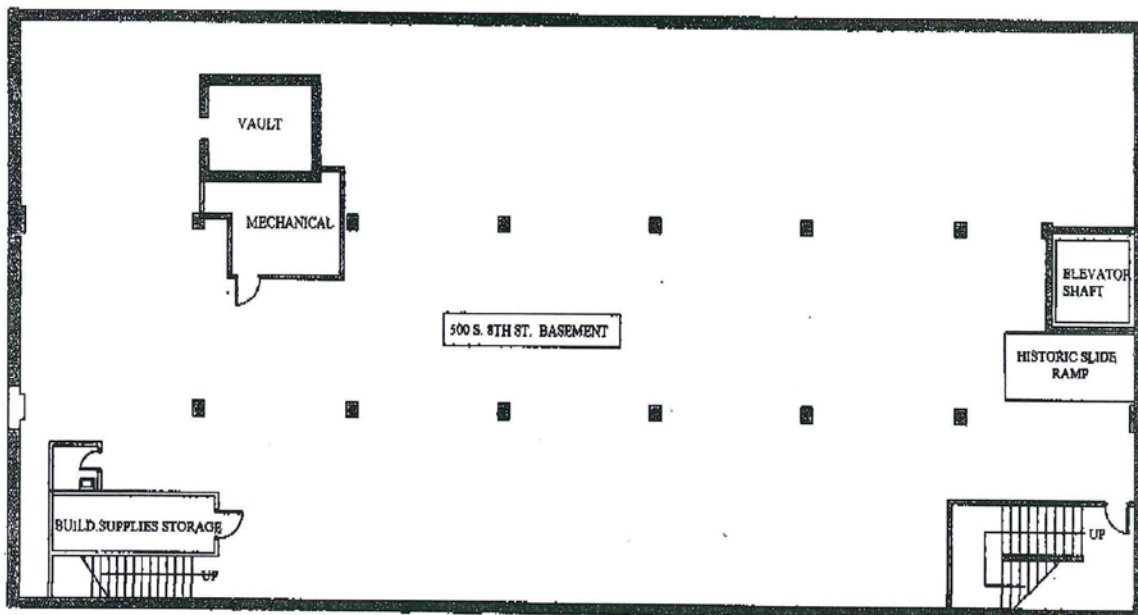
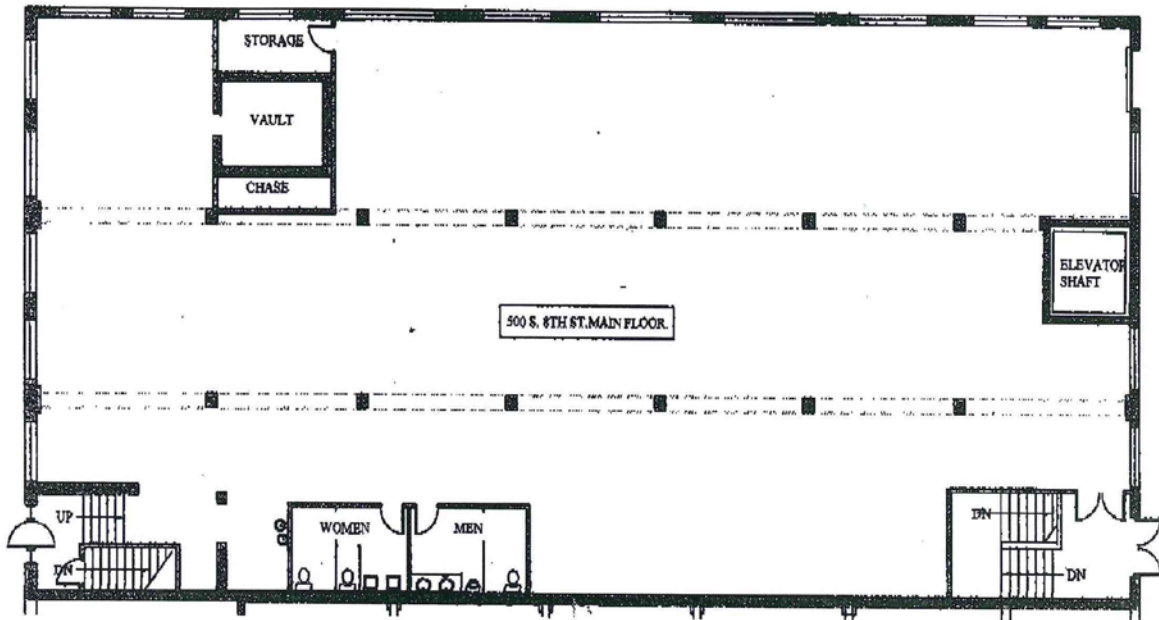


EXHIBIT B

**IMPROVEMENTS/FIXTURES TENANT IS AUTHORIZED TO REMOVE
AT LEASE EXPIRATION**

None.



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AGENDA BILL

Agenda Subject: Consider Resolution 1862: 3 rd Street Streetscape and Mobility Improvements Project. Task Order 19-011 for Professional Design Services with Jensen Belts Associates.		Date: March 11, 2024
Staff Contact: Karl Woods Senior Project Manager	Attachments: A. Resolution 1862 B. Task Order 19-011 C. RFQ Ranking D. Jensen Belts Associates Statement of Qualifications E. Design Services RFQ	
Action Requested: Adopt Resolution 1862 approving and authorizing the execution of Task Order 19-011 with Jensen Belts Associates for Professional Design Services on the 3 rd Street Streetscape and Mobility Improvements Project.		

Background:

CCDC is working to make streetscape improvements and road intersection adjustments to 3rd Street between Jefferson and Front Streets and on Main Street between 4th and 2nd Streets to improve safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles.

3rd Street is an important north/south bicycle corridor, the project will improve the consistency and safety of sharrow bicycle facilities, adding cycling amenities, and updating pavement markings and signage where needed.

The Main Street roadway will be narrowed to create a balance between travel lanes, parking, and sidewalks as well as providing safer crossings of Main Street.

Pedestrian crossing distances will be shortened at intersections by extending the curb into the parking lane to create bulb outs. New historic streetlights, accessible ramps, and other features will be provided to ensure safe crossings for all ages and abilities.

In June 2023, CCDC completed its RFQ process for a professional design team. An evaluation panel reviewed proposals and selected Jensen Belts Associates as the Design Professional of Record for the project. Reference Exhibit C for ranking and analysis. The Agency engaged Jensen Belts Associates under Task Order 19-011 for topographic survey, schematic design, and design review services. The project was submitted for Design Review on February 8, 2024. The next Task Order, 19-011, for Jensen Belts Associates, includes design development, construction

documents, assistance during bidding and construction administration, to complete the design services for the project.

Fiscal Notes:

The 3rd Street Streetscape and Mobility Improvements Project's approved FY2024 budget and forecasted FY2025 budget sufficiently fund the Task Order 19-011 not-to-exceed amount of \$258,212.

Staff Recommendation:

Adopt Resolution 1862 approving and authorizing the execution of Task Order 19-011 with Jensen Belts Associates for Professional Design Services on the 3rd Street Streetscape and Mobility Improvements Project.

Suggested Motion:

I move to adopt Resolution 1862 approving and authorizing the execution of Task Order 19-011 with Jensen Belts Associates for Professional Design Services on the 3rd Street Streetscape and Mobility Improvements Project.

ATTACHMENT A
RESOLUTION 1862

RESOLUTION NO. 1862

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 19-011 WITH JENSEN BELTS ASSOCIATES FOR DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, PERMIT APPROVALS, ASSISTANCE DURING BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE 3RD STREET STREETScape AND MOBILITY IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 19-011; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, in May and June of 2023 the Agency used a Request For Proposals ("RFP") process to select and contract with Jensen Belts Associates to provide the necessary design

services for the Agency's planned 3rd Street Streetscape and Mobility Improvements Project (the "Project"); and,

WHEREAS, on August 1, 2023, the Agency entered into Task Order 19-009 with Jensen Belts Associates to act on the Agency's behalf as the Design Professional for the Project for a scope of work involving topographic survey, schematic design, and Design Review approval from the City; and,

WHEREAS, Jensen Belts Associates has completed the scope of work for Task Order 19-009 with completion of the Design Review package submitted to the City on February 8, 2024; and,

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

WHEREAS, Jensen Belts Associates has submitted a proposal to the Agency for the Project design development, construction documents, permit approvals, assistance during bidding and construction administration services; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is Task Order 19-011 and exhibits thereto ("Agreement") with Jensen Belts Associates whereby Jensen Belts Associates will complete the professional services necessary to bring the Project through completion as described therein; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve Task Order 19-011 with Jensen Belts Associates and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Task Order 19-011 between the Agency and Jensen Belts Associates, attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 19-011 with Jensen Belts Associates for an amount not to exceed TWO HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED TWELVE DOLLARS (\$258,212), and further, is hereby authorized to execute all necessary documents required to implement Task Order 19-011, 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 19-011 plus up to TWENTY THOUSAND DOLLARS (\$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 March 11, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 11, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair

ATTACHMENT B
TASK ORDER 19-011



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

TASK ORDER #19-011

*Please use the Project Name and **PO# 240051** number on all project-related invoices.*

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

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

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

TASK ORDER DATE: _____
NOT TO EXCEED: **\$258,212**

1. PROJECT NAME: 3rd Street Streetscape and Mobility Improvements, Design Development, Construction Documents and Construction Administration

2. PROJECT DESCRIPTION

CCDC has an on-going program of improving streetscapes in downtown Boise to create a network of pedestrian-friendly streets and a distinctive identity for the downtown area. CCDC has the need for professional design and landscape architectural services to help administer the 3rd Street Streetscape and Mobility Improvements Project. On August 1, 2023, Task Order 19-009 authorized CONSULTANT to complete Task 1 of this project, which included topographic survey, schematic design, and design review approval. The project is now ready for Tasks 2 and 3, which includes design development, construction documents, agency approvals, and implementation.

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

CONSULTANT shall perform the following services: design development, construction documents, permit approvals, assistance during bidding and construction administration services, as further described in CONSULTANT’S proposal dated February 29, 2024, attached hereto as Exhibit A. CONSULTANT’S proposal includes proposed services from the SUBCONSULTANTS which are expressly included in this Scope of Services.

4. SUBCONSULTANT(S)

CONSULTANT intends to hire QRS Consulting, Musgrove Engineering, and Strata as SUBCONSULTANTS to complete the Scope of Services.

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

5. PAYMENT

- (a) Amount and Method of Payment. The total amount paid for this Task Order #19-011 shall be an amount not to exceed **TWO HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED TWELVE DOLLARS (\$258,212)**. 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 **\$258,212**.
- (c) Subconsultants. Payment to SUBCONSULTANTS is included in the not-to-exceed amount of **\$258,212** 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# 240051** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice shall also specify current billing and previous payments, with a total of cost incurred and payments made to date.
- (e) NOTICE REQUIRED PRIOR TO OVERAGES. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Task Order.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of work (phased as necessary) by June 30, 2025. Further detail of CONSULTANT'S project schedule is outlined in Exhibit A.

7. DELIVERABLES / COPIES OF PRODUCTS

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

8. CONTRACT TERMS

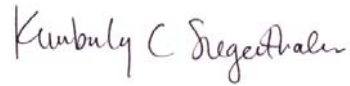
Terms of the on-call Agreement between CCDC and CONSULTANT shall remain in effect and apply to the services performed and work products created under this Task Order, which Agreement was signed by the Parties with an effective date of June 3, 2019.

End of Task Order #19-011

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

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
JENSEN BELTS ASSOCIATES



John Brunelle, Executive Director

Kim Siegenthaler, Principal

Date: _____

Date: 03/01/2024

EXHIBIT

A: CONSULTANT's Proposal dated February 29, 2024

Budget Info / For Office Use	
Fund/District	302
Account	6250
Activity Code	23009
PO #	240051
TO Term	June 30, 2025
Project Completion	August 31, 2025

February 29, 2024

Capital City Development Corporation
Attn: Mr. Karl Woods
121 W Idaho Street #501
Boise, ID 83702



Re: **3rd St. Streetscape Improvements, Front St. to Jefferson St.**
Proposal for Consultant Services (DD/CD/CA Phases – Tasks 2 & 3)

Dear Mr. Woods:

I am pleased to respond with this proposal for the remaining scope of work design tasks as set forth in the 3rd Street – Streetscape Improvement Project RFQ.

- Task 2: Design Development, Construction Documents, Bidding
 - Design Development (60% CDs) and Utility Coordination
 - Construction Documents (95% Design, Draft CD)
 - Permitting Approvals
 - Construction Documents (100% Plans)
 - Assistance During Bidding
- Task 3: Construction Administration Support Services

The proposal considers the efforts of the following team members:

- Jensen Belts Associates (JBA): Prime Consultant providing all Administrative and Landscape Architectural services.
- QRS: Civil Engineering / Survey
- Musgrove Engineering: Electrical Engineering
- Strata, Inc.: Geotechnical Engineering

PROJECT DESCRIPTION

The project will include installation of Neighborhood Streetscape-type improvements including new curb and gutter, trees and tree lawn, sidewalks, streetlights, and furnishings such as bike racks. These improvements will occur on 3rd Street between Jefferson Street and Front Street as well as the south side of Main Street between 2nd Street and 4th Street to help complete the streetscape network in the area.

The project will also provide adjustments to existing intersections to accommodate new bulb-out corners and pedestrian ramps. These adjustments will occur on 3rd Street at the intersections of Jefferson, Bannock, Idaho, Main, and Grove Streets. The project will also provide a tabletop intersection at Grove Street to reinforce the connection between streetscape improvements on Grove Street from 6th Street to 3rd Street and a multi-use pathway connecting the East End neighborhood to downtown Boise.

The Design Team has concluded Task 1 (Topographic Survey, Schematic Design, and Design Review Approval) and is now set to move forward with Task 2-3 to make the concept a reality through the process of design development, construction documents, agency approvals, and implementation.

BUDGET

As stated in the CCDC RFQ, the project anticipated construction budget is \$3M including soft costs. CCDC is in the process of procuring a Construction Manager/General Contractor (CM/GC) to assist in managing the budget and construction schedule.

SCHEDULE

The design team will work to deliver the following within the anticipated timeline (dependent on agency reviews and approvals):

TASK 2:

Design Development (60% CDs)

- 60% CD Review Package
- CMGC 60% Construction Estimate

3/11/24 – 5/20/24 (10 weeks)

5/20/24

5/20/24 (2 weeks)

Construction Documents (95% Design Draft CD)

- Permit Set Package
 - Submit 95% CD Package to ACHD for Permit
- Final CMGC Construction Estimate

5/20/24 – 7/29/24 (10 weeks)

7/29/24

7/29/24 (4 weeks)

Permit Approvals

- 8-week review/approval
- ACHD and Boise City Approval *
- Finalize 100% CD Package

7/29/24-9/23/24 (8 weeks)

Assistance During Bidding

- CM/GC Bid Packages to Subcontractors
- CCDC approval of GMP

9/23/24 – 10/21/24 (4 weeks)

TASK 3:

Construction Administration Services

- Construction Begin – October 2024
- Construction Substantial Completion – June 2025

10/21/24- 6/30/25 (36 weeks)

*Refinement of agency review schedule to be determined.

SCOPE OF SERVICES

Fees Task 1 as stated in CCDC's 3rd Street – Streetscape Improvement Project RFQ has been approved by CCDC in Task Order #19-009 and completed by the design team. This proposal includes fees and scope for the remainder Tasks 2-3 as stated in CCDC's 3rd Street – Streetscape Improvement Project RFQ.

The following outline considers that the Jensen Belts Associates will collaborate with the design team, CCDC, ACHD, Boise City, related utility companies, and the property owners in the finalization of construction documents and implementation of a well-accepted site design including all authorities having jurisdiction permits approvals and permits. JBA will provide oversight for all design team members.

Below are the proposed task fees for the DD/CD/CA Phases. See page 3 of this proposal for a breakdown of fee for each consultant and attached consultant proposals. JBA fees include all reimbursable expenses including reproductions, copies of large format plans, mileage, and courier fees (as required).

Task 2 – Design Development (60% CD Set)

JBA Scope \$13,600.00

Jensen Belts Associates will lead and assist the Design Team to refine the concept design into a 60% Design Development Package. This includes:

- Preparing plan sheets and detail sheets of site features, grading, electrical, mechanical, pedestrian and vehicular circulation, street furniture, lighting, paving material, grading, drainage, suspended pavement systems, landscaping and irrigation.
- Preparing a complete set of draft project specifications.
- Attending regular meetings and coordination with the Owners and CMGC
- Coordinating with AHJ's and surrounding stakeholders as needed
- Conducting an Owner review of the 60% Set for approval
- Submitting the 60% Set to CMGC and aiding in the development of a 60% cost estimate for approval.

Task 2 – Construction Document Permit Set (95% & 100% CD Sets)

JBA Scope \$16,120.00

Jensen Belts Associates will lead and assist the Design Team to advance the Design Development set to a 95% & 100% complete Contract Construction Documents for use in permitting and bidding. This includes:

- Incorporating of 60% Owner review comments into the Contract Documents
- Completing the technical drawing set
- Completing the specifications
- Attending regular meetings with the Owners and CMGC
- Coordinating with AHJ for pre-application requirements, and surrounding stakeholders on final design decisions
- Conducting a final 90% set owner review and updating the documents per review comments received from the Owners

Task 2 – Project Permit and Bidding

JBA Scope \$ 5,800.00

Jensen Belts Associates will lead and assist the Design Team to obtain the necessary permits and approvals for the construction of the project. On behalf of CCDC, JBA and the Design Team will submit the drawings, documents, and specifications to all necessary AHJs. This includes:

- Submitting Contract Documents to City of Boise PDS for permit approval
- Submitting Contract Documents to ACHD for development permit approval

Jensen Belts Associates and the Design Team will provide assistance to the CMGC and CCDC in competitively bidding the proposed work. This includes:

- Providing drawings and specifications
- Answering questions during bidding and preparing any bidding addenda
- Assisting CMGC and CCDC staff in assessing bid proposals
- Providing any other standard bidding services, as requested

Task 3 – Construction Administration Services **JBA Scope** **\$ 20,880.00**

Jensen Belts Associates will lead and assist the Design Team to provide construction administration services throughout the duration of the CMGC Construction Contract. This includes:

- Conducting a pre-construction conference
- Routine on-site observation of construction progress, contractor's performance, and adherence to the design
- Administering material and product submittals, RFIs, ASI's, change orders, substitution requests, and shop drawings.
- Rendering any interpretation or clarification necessary for the proper execution or progress of construction
- Documenting for CCDC all site visits and communications with the contractor
- Upon contractor request, conducting walk-through and preparing a 'punch list' of items to be corrected and/or completed.
- Providing final completion observation and certification
- Reviewing the payment requests and transmitting to CCDC for final authorization and payment
- Incorporating contractor 'as-built' markups into 'record drawings' once construction is complete and provide CCDC with the digital files and two (2) full-size printed sets.

Consultant Team Fee Breakdown:

Jensen Belts Associates **Proposed Fee \$ 56,400.00**

JBA will invoice on an hourly, not-to-exceed basis. Work beyond these hours will be completed as additional services only with prior CCDC approval. If work proceeds faster than anticipated, a lower fee will result.

QRS Consulting, Inc. (see attached proposal) **Proposed Fee \$ 201,811.18**

QRS Fee Breakdown:

Task 2 - Civil Design/CDs/Permitting	\$ 97,816.60
Task 3 – Construction Administration	\$ 28,160.00
Construction Staking	\$ 24,800.00
Reimbursable Expenses	\$ 1,000.00
Total	\$151,776.60

Subconsultants:

Musgrove Engineering (Electrical)	\$ 23,070.00
Strata	\$ 26,964.58

TOTAL PROPOSED FEES **Proposed Fee (Hourly, Not-To-Exceed) \$ 258,212.00**

The proposed fee is for an hourly, not-to-exceed amount. JBA will provide monthly invoicing for work completed during the billing period. Printing and reproduction expenses will be included, and at actual cost.

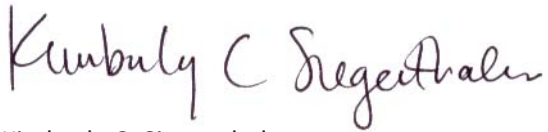
ASSUMPTIONS

This proposal is based upon certain assumptions. We respectfully reserve the right to renegotiate due to conditions outside of these assumptions. Assumptions are:

1. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent matchups.
2. Environmental concerns will be addressed and may alter schematic design and preliminary cost estimates. Changes in design related to environmental concerns may result in additional services.
3. No improvements will be required beyond the defined project limits.

The design team looks forward to continuing the work on the 3rd Street Streetscape Improvement Project. Should the work scope and schedule meet with your approval, please facilitate a task order for DD/CD/CA Package at your earliest convenience.

Sincerely,
JENSEN BELTS ASSOCIATES, PLLC

A handwritten signature in dark ink, reading "Kimberly C. Siegenthaler". The signature is fluid and cursive, with the first name "Kimberly" being more prominent than the last name "Siegenthaler".

Kimberly C. Siegenthaler
Principal

February 28, 2024

Jensen-Belts Associates
Attn: Kim Siegenthaler
1509 S Tyrell Lane, Ste 130
Boise, ID 83706

RE: **3rd St. Streetscape Improvements, Front St. to Jefferson St.
Proposal for Consultant Services (DD/CD/CA Phases – Tasks 2 & 3)**

Dear Ms. Siegenthaler:

We are pleased to present you with this proposal to provide civil design and construction administration services for the above named project. It is our understanding that the scope of the proposed project includes the areas shown in the design review submittal dated 2/8/24. Our proposed scope of services with costs is provided below.

- **Task 2 - Civil Design/Permitting/Construction Documents/Bidding (\$97,816.60)**
 - Conference with ACHD to obtain approval of Design Review plans prior to starting civil design.
 - Demolition plan
 - Grading and drainage design
 - Utilities design
 - GSI design
 - Civil design
 - Technical specifications
 - ACHD permit submittal
 - Boise City permit submittal
 - Address ACHD and Boise City plan review comments
 - Stormwater Pollution Prevention Plan
 - Project manual review
- **Task 3 - Construction Administration (\$28,160)**
 - Pre-construction conference
 - Weekly construction meetings
 - Respond to RFIs
 - Review contractor submittals
 - Review testing and inspection reports
 - Site visits/field meetings
 - Coordinate special inspections and material testing
 - Project close-out
 - Preparation of as-built record drawings

The construction administration fee is based on the project being constructed in 36 weeks and being completed by June 2025. Based on previous experience with similar projects, this fee can vary considerably depending upon the final design and construction schedule. We reserve the right to adjust the fee once the project has been permitted and a more defined construction administration scope of work has been developed.

- **Construction Staking (\$24,800)**
 - Saw cut line
 - Light poles
 - Trees
 - Curb and gutter layout at 25-foot intervals.
 - Reset centerline monuments and file record of survey.
 - Other significant above ground infrastructure including water meters, power cabinets, major electrical junction boxes, etc.
- **Reimbursable Expenses (\$1,000)**
 - ACHD review fees (\$500)
 - City of Boise ESC Fee (200)
 - Reproductions
 - Mileage
 - Courier fees
 - Copies of large format plans

QRS ESTIMATED MAXIMUM FEE: (\$151,776.60)

ELECTRICAL ENGINEERING DESIGN (\$23,070)

QRS will contract with Musgrove Engineering to provide an engineering design for the electrical systems and equipment required for the implementation of street lighting throughout the extent of the project. This design will generally include sufficient plans and specifications to provide for the demolition of existing infrastructure as appropriate, and installation of new infrastructure per the layouts approved in the Design Review plans for the project areas. Further specifics related to Musgrove Engineering's scope of work is provided in their attached proposal.

GEOTECHNICAL TESTING ESTIMATE (\$26,964.58)

QRS will contract with Strata to provide professional construction inspections, as required for the project. They provide the expertise to complete construction quality assurance tasks (i.e. compaction testing, concrete inspections, special inspections) during project implementation. Based on previous experience with similar projects, this fee can vary considerably depending upon the final design. We reserve the right to adjust the fee once the project has been permitted and clear scope of work has been developed. Further specifics related to Strata's scope of work is provided in their attached proposal.

TOTAL FEE (\$201,811.18)

QRS proposes to complete all work outlined in this proposal on a Time and Materials basis for the above estimated maximum fee in accordance with the provisions of our Master Contract with Capital City Development Corporation dated June 11, 2019. Based on previous experience with Streetscape projects, we anticipate that currently unknown issues and/or project modifications will affect our overall project scope. Therefore, we respectfully reserve the right to re-allocate project costs as needed between the several line item costs provided.

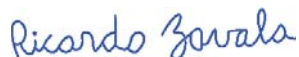
ASSUMPTIONS

This proposal is based on certain assumptions. Should any of these assumptions be incorrect, we reserve the right to renegotiate the above contract amounts. Our assumptions include the following:

1. No improvements will be required beyond the defined project limits.
2. Compliance with Americans with Disabilities Act (ADA, 1990) will occur only within project limits to the point of adjacent match lines.
3. Environmental concerns do not exist at the site that will require remediation or provide conditions adverse to the proposed use.
4. The project will be permitted as one phase. We reserve the right to adjust the fee if the project is phased to a greater extent and more than two agency submittals are required.
5. Boise City review fees are based on project valuation and are not included in this proposal.
6. All necessary permit and application fees, including any fees levied by governmental agencies, are the responsibility of others unless noted otherwise in this proposal.

We appreciate the opportunity to present you with this proposal and look forward to working with you on this project. If this proposal is acceptable, please indicate your acceptance by signing below and returning a copy to our office. If you have any questions or concerns, please feel free to call me at 208-342-0091.

Sincerely,
QRS CONSULTING, LLC



Ricardo Zavala, PE
Manager

PROPOSAL ACCEPTED

Authorized Signature

Date

3rd Street Streetscape Task 2 & 3 Estimate
24-Mar-22

Task Two: Civil Design

Task	Hours	Cost/Hour	Extended Cost
ACHD Coordination/Meetings	16.0	\$ 160.00	\$ 2,560.00
Electrical Coordination	8.0	\$ 128.70	\$ 1,029.60
Landscape Coordination	16.0	\$ 128.70	\$ 2,059.20
Demolition Plans	40.0	\$ 128.70	\$ 5,148.00
Grading Plans	160.0	\$ 160.00	\$ 25,600.00
Civil Plans	60.0	\$ 128.70	\$ 7,722.00
Silva Cell Plans	40.0	\$ 160.00	\$ 6,400.00
Utility Plans	32.0	\$ 160.00	\$ 5,120.00
Details	40.0	\$ 128.70	\$ 5,148.00
Project Management/Meetings/Correspondence	80.0	\$ 160.00	\$ 12,800.00
	492.0		Subtotal \$ 73,586.80

Task Two: Permitting/Bidding

Task	Hours	Cost/Hour	Extended Cost
Assemble Document Package for Permits	8.0	\$ 128.70	\$ 1,029.60
ACHD Permitting	4.0	\$ 128.70	\$ 514.80
Boise City Permitting	6.0	\$ 128.70	\$ 772.20
Plan Revision	80.0	\$ 160.00	\$ 12,800.00
SWPPP	16.0	\$ 128.70	\$ 2,059.20
Project Manual/Technical Specifications	12.0	\$ 128.70	\$ 1,544.40
Assist Bidding Process/Addendums	8.0	\$ 128.70	\$ 1,029.60
Pre-Bid & Bid Opening Meetings	4.0	\$ 160.00	\$ 640.00
Project Management/Meetings/Correspondence	24.0	\$ 160.00	\$ 3,840.00
	154.0		Subtotal \$ 24,229.80

Reimbursables	Number	Cost/Each	Cost
ACHD and CoB fees, courier, milage, plan reproduction, etc.	1	\$ 1,000.00	\$ 1,000.00
			Subtotal \$ 1,000.00

Task Three: Construction Administration

Task	Hours	Cost/Hour	Extended Cost
Pre-Construction Meetings	4.0	\$ 160.00	\$ 640.00
Weekly on-site construction meetings	72.0	\$ 160.00	\$ 11,520.00 (Assumes 2 hours for 36 week schedule)
Design Clarification/Respond to RFIs/Submittal & Testing Reviews	60.0	\$ 160.00	\$ 9,600.00
Project Correspondence/Management	16.0	\$ 160.00	\$ 2,560.00
Project close-out & record drawings	24.0	\$ 160.00	\$ 3,840.00
	176.0		Subtotal \$ 28,160.00

Construction Staking

Task	Number	Cost/Each	Extended Cost
Block Faces	6.0	\$ 2,500.00	\$ 15,000.00
Intersections	5.0	\$ 1,000.00	\$ 5,000.00
Center Line Monuments and Record of Survey	4.0	\$ 1,200.00	\$ 4,800.00
			Subtotal \$ 24,800.00

Project Total \$ 151,776.60



February 27, 2024

QRS
1904 W. Overland
Boise, ID 83705

ATTENTION: Ricardo Zavala

RE: Engineering Fee Proposal
Project – 3rd St Streetscape Improvements, Front to Jefferson Task 2-3

Dear Ricardo

We appreciate the opportunity to be a part of your design team on the above-referenced project. Based on my understanding of the project, I would propose to provide the following fees for our services:

Electrical:

Task 2a: Design Development Documents:	
Hourly, with a not-to-exceed amount of	\$ 5,500.00
Task 2b: 99% Construction Documents:	
Hourly, with a not-to-exceed amount of	\$ 4,500.00
Task 2c: Permit Documents:	
Hourly, with a not-to-exceed amount of	\$ 2,200.00
Task 2d: 100% Construction Documents:	
Hourly, with a not-to-exceed amount of	\$ 2,200.00
Task 2e: Bidding Assistance:	
Hourly, with a not-to-exceed amount of	\$ 1,190.00
Task 3: Construction Administration Services:	
Hourly, with a not-to-exceed amount of	\$ 7,480.00

Reimbursable Expenses:

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

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

Design & Construction Documents, Bidding (Tasks 2):

- Electrical service and distribution
- Public space lighting.
- Accent lighting for architectural features

Construction Administration Services (Task 3):

- Interpretation of contract documents.
- Reviewing RFI's and change orders.
- Review of submittals and shop drawings.
- General coordination during construction.
- Site observations & reports.

The following services are not included in the above fees.

- Opinion of probable construction cost.
- Event Stage Lighting and controls including DMX or similar lighting controls.
- Value engineering revisions after bidding.

The following assumptions were made in preparing this proposal:

- CAD Bases will be provided.

If any of the above noted assumptions are not correct, please let us know prior to start of project and we will revise this proposal accordingly.

The following services are not included in the above fees.

- Opinion of probable construction cost.
- Value engineering revisions after bidding.

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
Associate	\$170.00/hour
Commissioning Agent	\$165.00/hour
Energy Modeling	\$165.00/hour
Senior Project Engineer	\$165.00/hour
Project Manager.....	\$150.00/hour
Project Engineer	\$110.00/hour
Senior Project Designer	\$110.00/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 you have any questions on any of the above, please do not hesitate to give me a call.

Respectfully,

Nick Schafer, P.E
NS/jm

Project: _____

Client: _____

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.

3rd St. Streetscape Task Hourly Estimate

Capital City Development Corporation

Date: 2/27/2024



HOURLY BREAKDOWNS-	HOURLY RATE	ESTIMATE OF TIME	COST
River Myrtle District:		146	\$23,070.00
TASK TWO: DESIGN DEVELOPMENT (60% CDs)			\$5,500.00
<i>Streetscape - Designer (Set up, Layout, Details)</i>			
3rd Street	\$100.00	9	\$900.00
City Coordination (Lighting Control, Metering, etc)	\$170.00	4	\$680.00
Demolition Plans (Coord.)	\$100.00	4	\$400.00
Civil Site Plans (Coord.)	\$100.00	4	\$400.00
Landscape Plans (Coord.)	\$100.00	4	\$400.00
DD (60% CD) Document Package	\$170.00	8	\$1,360.00
Meetings (Design Team, Stakeholders, Agencies)	\$170.00	6	\$1,020.00
Project Correspondence	\$170.00	2	\$340.00
		41	
TASK TWO: 99% CONSTRUCTION DOCUMENTS / PERMIT SET / BID SET			\$8,900.00
<i>Streetscape - Designer (Design, Calcs, Details)</i>			
3rd Street	\$100.00	4	\$400.00
Demolition Plans (Coord.)	\$170.00	5	\$850.00
Civil Site Plans (Coord.)	\$170.00	5	\$850.00
Landscape Plans (Coord.)	\$170.00	5	\$850.00
Assemble Document Package	\$170.00	12	\$2,040.00
Final Design Meetings	\$170.00	15	\$2,550.00
Project Correspondence	\$170.00	8	\$1,360.00
		54	
TASK TWO: PERMIT / BIDDING			\$1,190.00
Boise City Permits / Coordination	\$170.00	1	\$170.00
Assist Bidding Process/Addendums	\$170.00	2	\$340.00
Pre-Bid & Bid Opening Meetings	\$170.00	2	\$340.00
Project Correspondence/Management	\$170.00	2	\$340.00
		7	
TASK THREE: CONSTRUCTION ADMINISTRATION			\$7,480.00
Pre-Construction Meetings	\$170.00	4	\$680.00
Weekly on-site construction coordination	\$170.00	20	\$3,400.00
Design Clarifications/RFI's	\$170.00	6	\$1,020.00
Change Orders/Request for Payments	\$170.00	4	\$680.00
CA Project Management/Correspondence	\$170.00	6	\$1,020.00
Project Close-Out	\$170.00	4	\$680.00
		44	

February 23, 2024
File: BOP24064

Mr. Ricardo Zavala, P.E.
QRS Consulting, LLC
3380 W. Americana Terrace Suite 220
Boise, Idaho 83706
Email: rzavala@qrs-llc.com

RE: **Construction Materials Testing**
CCDC 3rd Street – Jefferson St. to Front St.
Streetscapes
Jefferson St. to S Front St. / 3rd St.
Boise, Idaho 83702

Dear Mr. Zavala,

STRATA is pleased to present this proposed scope of services and preliminary fee estimate to provide construction materials testing (CMT) services for the CCDC 3rd Street – Jefferson St. to Front St. Streetscapes project in Boise, Idaho.

PROJECT INFORMATION

Mr. Zack Rae will be the Project Manager and your main point of contact to coordinate our CMT services.

This proposal contains information regarding our project understanding, the anticipated scope of services, details of our unit fees, and an estimate of the CMT investment. We have prepared our proposal based on the following:

- Preliminary construction drawing issued by Jensen Belt Associates dated February 8, 2024.
- Testing and special inspection requirements established in the Idaho Standards for Public Works Construction (ISPWC).

PROPOSED CONSTRUCTION

The project consists of construction along 3rd Street – Jefferson St. to Front St. for the installation of new streetscapes which include site grading, Silva cells, concrete sidewalks and curbs, and asphalt patching.

We anticipate that our scope of services will consist of the following activities:

- Observation and compaction testing during soil improvements and structural backfill.
- Concrete testing for site hardscapes.
- Observation and testing of asphaltic concrete; and
- Sampling and laboratory testing of various construction materials (i.e., soils, aggregates, concrete, asphalt, etc.).

In the following sections, we elaborate on our anticipated scope of services and our approach to providing QRS Consulting, LLC with professional CMT services.

Meetings

If requested, our Project Manager will attend a pre-construction conference with project representatives to review the materials testing requirements and establish a report distribution protocol.

Deviations

Observed deviations from the project plans and specifications will be brought to the immediate attention of the contractor. If the deviations are uncorrected, we will bring the items to the immediate attention of the Project Superintendent and/or design professionals. The deviations will be documented in our Daily Field Reports (DFRs).

Technical Management and Reports

Our Project Manager will review the DFRs generated by our field staff during construction. These DFRs will be delivered electronically to the distribution list established during the pre-construction meeting.

SCOPE OF SERVICES

Subgrade Observation

STRATA will provide a qualified Field Professional to perform in-place soil moisture and density testing services. These services will be provided during site grading, subgrade preparation, structural fill, and utility trench backfill. This will be provided periodically if the material is not classified as oversized/too granular to test. Should the material be classified as oversized/too granular to test, placement and compaction of the material may require full-time observation to document compaction methodologies and progress.

Our personnel will sample on-site, and imported materials used for structural fill and/or backfill and transport these samples to our laboratory for required testing. The moisture-density relationship curve is key to the validity of the in-place density testing; therefore, when measuring percent compaction, we require that our laboratory develop a moisture-density curve for the material used onsite. We will not rely on contractor- or supplier-provided values.

Concrete Testing

STRATA will provide an American Concrete Institute (ACI-certified) Field Professional to perform concrete sampling and field testing. Our field services will include testing for the slump, temperature (concrete and ambient), unit weight, air content, mix design verification (based on concrete batch ticket information), and casting compressive strength test specimens.

Please refer to the *Fee Estimate Basis* section below for the quantity of concrete test cylinders anticipated for this project. We have estimated these quantities based on the testing requirements of the project plans and specifications. We will cast one set of five 4.0-inch by 8.0-inch cylinders for every 100 cubic yards placed (or a fraction thereof), or once per day as required by the project documents. We will test one specimen at 7 days and three specimens at 28 days to verify compliance with design strength (f'_c) as required by the project specifications and the International Building Code (IBC). Should the 28-day specimens fail to achieve f'_c , we will test the remaining specimen at 56 days.

After the initial cure, we will retrieve and deliver concrete compressive strength test specimens to our laboratory for the appropriate curing and testing. STRATA will notify you if the test results of the 7-day test achieve less than 70-percent of the specified compressive strength or if the 28-day test results do not achieve f'_c .

Modifications to our scope and fee will be required if additional field-cured concrete cylinders or laboratory-cured concrete cylinders testing are requested.

Hot-Mixed Asphalt (HMA) Paving Observation

STRATA will provide a field professional to perform periodic quality assurance observation and testing during HMA placement and compaction of pavement. Our personnel will sample HMA and transport it to our laboratory for gradation analysis and oil content testing. Upon completion of HMA placement, our personnel will extract core specimens from the completed pavement to document in-place thickness and density and correlate a nuclear density gauge that we will use to document pavement density.

SAFETY

We are committed to providing a safe work environment and we take action to prevent injury to our employees. We recognize that the most essential element in the success of our business is the individual employee. Therefore, we encourage our employees to increase their awareness of the hazards that lead to occupational injury and illness and think about their safety, well-being, and that of their associates and co-workers. To accomplish this goal, we ask our construction services professionals to arrive at the project site approximately 15 minutes early to comply with our internal safety program, which includes completing an internal safety review before performing the requested testing or inspection services. This is especially important to our staff's safety and well-being due to the high number of projects and the associated differing hazards to which they are exposed each day. In addition, we will adhere to the Health and Safety Plan governing the project, including training, regular meetings, safety documentation, and the use of personal protective equipment (PPE). Our current experience modification rating (EMR) is 0.94, which is below the industry standard of 1.0.

SCHEDULING

To better service your project, we request that you please schedule at least 24 hours in advance of the needed service. Emails for services with less than 8 hours notification will incur additional short notice fees equivalent to 2 hours of the scheduled service. Likewise, calls for service that are canceled within 2 hours of the scheduled arrival time will incur similar fees. Please email boisescheduling@stratageotech.com for all your scheduling needs.

FEE ESTIMATE

We will provide our services on a time-and-expense basis in accordance with the rates established in the *Fee Estimate* below, which will remain in effect through the duration of the project. These fees represent the amount of testing required based on our knowledge of the project documents and specifications. STRATA anticipates performing the required testing with management and Field Professionals from our Boise office (phone 208.376.8200). A minimum charge of 2 hours will be invoiced for all field services provided. **Overtime for our field staff will incur a 1.5 multiplier to the rates established in our estimate for time in excess of 8 hours during one day, outside of normal construction hours, (7:00 AM – 6:00 PM, Monday through Friday), and all hours on weekends and observed holidays.** Additional fees will apply if additional visits, time, samples, or services are required.

FEE ESTIMATE	
Earthwork Testing	\$11,388.50
Concrete Testing	\$9,202.80
Asphalt Testing	\$3,823.28
Project Administration	\$2,550.00
Fee Estimate:	\$26,964.58

This proposal excludes the cost of any equipment (i.e., scaffold, scissor lifts, telescopic booms, ladders, trench shoring, etc.) to gain access to any area requiring inspection or sampling of materials. Modifications to our scope and fee will be required if additional field-cured concrete cylinders, and/or laboratory-cured concrete cylinders are requested. Further, our services will be directly affected by the general contractor's schedule, workforce, jurisdictional requirements, and events that occur during the project which cannot always be predicted. To better service your project, we request that you please schedule at least 24 hours in advance of the needed service. Calls for services with less than 24 hours notification may incur a short notice fee equivalent to 2 hours; similarly, calls for services that are canceled with less than 24 hours notice will also incur a charge equivalent to 2 hours.

FEE ESTIMATE BASIS

Earthwork Testing

- **Senior Field Professional** - Estimate 15 visits for subgrade inspection of silva cells, and sidewalk.
- **Field Professional** - Estimate 35 visits for backfill, structural fill, subbase and $\frac{3}{4}$ finish base testing.
- **Moisture Density Relationship Curve (Proctor)** – Estimate 3 total.
- **Mileage** – Estimate 50 visits.

Concrete Testing

- **Field Professional** - Estimate 20 visits for site concrete hardscape testing.
- **Field Professional** - Estimate 20 visits for cylinder pickup.
- **Compressive Strength Cylinders** – Estimate 25 sets of 5 4X8 cylinders.
- **Mileage** – Estimate 40 visits.

Asphalt Testing

- **Field Professional** – Estimate 4 visits for asphalt testing, observation, and coring.
- **Extraction Gradation** – Estimate 4 sample.
- **Asphalt Core Density and Thickness** – Estimate 3 samples.
- **Mileage** – Estimate 4 visits.

Project Administration

- **Project Manager** – Report and invoice review and attending meetings.
- **Project Administrator** – Report and invoice distribution.

SUMMARY

We sincerely appreciate the opportunity to work with QRS Consulting, LLC and the design team and look forward to successful project construction and completion. We will perform Construction Materials Testing services under the appended *client-provided contract*. This proposal is valid for 30 days from the issuance date.

Sincerely,
STRATA



Zack Rae
Field Services Coordinator



Scott Cron
Technical Director of Construction Services

ZR/SC/kb

ATTACHMENT C

RFQ RANKING

Capital City Development Corporation											
3rd Street Streetscape Improvements Jefferson to Grove											
RFQ DUE: June 6, 2023 3:00 pm											
FIRM	Possible Points	CSHQA			Jensen Belts			The Land Group			
Rater		1	2	3	1	2	3	1	2	3	
Criteria											
Project Approach	30	29	27	25	29	27	25	26	24	24	
Project Team	15	11	12	11	14	15	12	13	14	13	
Question / Answer	25	21	23	22	24	23	22	24	22	23	
Relevant Experience	30	27	29	28	29	28	28	28	28	28	
Totals	100	88	91	86	96	93	87	91	88	88	
		265			276			267			
AVERAGE		88			92			89			
Selection											

ATTACHMENT D

JENSEN BELTS ASSOCIATES STATEMENT OF QUALIFICATIONS

PROJECT APPROACH:

Jensen Belts Associates is pleased to respond to the request for proposal for the 3rd St. Streetscape Improvements – Front St. to Jefferson St. Project. Our project team, which includes **QRS Consulting (formally Quadrant Consulting, Inc.), Musgrove Engineering, Ally Structural Consulting, and Strata, Inc.**, have significant experience and familiarity with Downtown Boise Streetscape Design. Our design team has a long-standing working relationship with an extensive focus on work within the downtown Boise core and on CCDC Capital Improvement Projects in particular. Our firms emphasize teamwork, communication, and stakeholder involvement combined with open, creative thinking. Jensen Belts Associates' design team carries a well-respected reputation within the design community, the private sector, and with all local governmental entities.

CCDC has proposed the following scope of work, separated into specific task orders for the completion of the project. Our design team has identified the following approach to achieve the proposed scope of work. *The bullet points below are site-specific approaches, opportunities, strengths, and past lessons learned to best accomplish each task in an organized, cost-effective manner to deliver a well-integrated design from start to finish.*

Task Order 1: Topographic Survey, Schematic Design, Design Review Approval

Topographic Survey

- QRS has completed full topographical surveys in the immediate vicinity of the 3rd Street Streetscape area. QRS will extend these survey limits of the Old Boise Blocks Grove Streetscape Project to the north and south on 3rd St and the include Main St. portions to capture sufficient elevation, infrastructure, and existing condition information pertinent to the 3rd St. Streetscape Project design.
- As part of the survey, property boundary and parcel information will be based on public records, property boundary research, and title report acquisition, as required. For storm drainage design purposes, QRS will investigate all stormwater routing and catchment within the project limits.
- Strata, Inc. will provide a Geotechnical Engineering Evaluation (Soil Survey) Report as a part of this phase of the project.

Schematic Design (30% Design)

- Jensen Belts Associates will take the lead in kicking off the Concept Design phase for the 3rd St. Streetscape Improvements – Front to Jefferson Project. JBA, in conjunction with QRS and the design team, will evaluate the site and propose initial conceptual plan options and design studies to address design options that are Boise City Streetscape Standard compliant, ADA accessible, and consider ACHD's future mobility improvement projects (per the 'Roadway to Bikeway' Plan) for 3rd St. The proposed bulbouts in the Attachment 1 of the RFQ may present a conflict with the potential ACHD Level 2 bicycle facility for some portion of 3rd St. These issues will be addressed.
- Currently our design team has the Old Boise Blocks Streetscape Improvements (Grove St – 6th to 3rd) CD package into ACHD for a ROW Permit. We are all extremely knowledgeable and connected with the future streetscape/roadway improvements and adjacent developments in this area. Our team has designed the tabletop intersections for 5th and 4th. We will be able to seamlessly integrate the same tabletop intersection design for 3rd St. to ensure design continuity between the two projects.

- The Imperial Plaza Condominium - 3rd St frontage presents some interesting challenges with their parking lot access and front entry drop-off approach. The curb line in this area, as well as Main St., can be adjusted toward the street center, providing more room for a detached sidewalk and a landscaped parkway or standard streetscape design.
- The designs team will work with CCDC, Boise City, and ACHD to ensure all streetscape and roadway standards and best practices are met. Potential conflicts between existing features and proposed uses will be identified and reviewed. QRS will use this phase for exploration of the stormwater drainage systems and grading conflicts that may need to be addressed.
- During the schematic design phase, Jensen Belts Associates will work together with CCDC to engage adjacent property and business owners to keep them current with the design process as it moves from concept, to plan approvals, to eventual construction schedule and completion. Our design team will coordinate specific meetings with property owners to assess adjacent property features including vault/basement limits, existing landscape/trees, and identify potential impacts to the streetscape design. Existing utilities and irrigation systems will also be evaluated for inclusion in the design documents.
- The 30% design phase will culminate with a draft schematic design that illustrates the general streetscape layout and amenities in relationship with adjacent properties and existing features (trees, utilities, hardscape, etc. – to remain or be replaced) while meeting the streetscape/roadway improvement design intent. Our design team will work closely with the selected CM/GC on cost estimating to ensure the proposed design is within the project budget and schedule controls.

City of Boise Design Review Submittal and Approval

- Jensen Belts Associates will review the findings from the Schematic Design phase and further develop the conceptual plans into a City of Boise Design Review Submittal Application. The Design Review Submittal documents will reflect final design decisions concerning streetscape form, features, dimensions, materials, furnishings, lighting, and details. JBA will amend the DR Documents to reflect all review comments to achieve final DR approval from the City of Boise. JBA will distribute the approved Design Review documents to the stakeholders, property/business owners, and AHJ for coordination purposes.
- JBA will work with the City of Boise to determine if this project will be DR staff level review and/or if it needs to be presented at a City Council Work Session. JBA will assist CCDC in presentation of the Schematic Design/DR package to the CCDC Board as well.

Task Order 2: Design Development, Construction Documents, Bidding

Design Development (60% Design) and Utility Coordination

- Once the Design Review Application has been approved by City of Boise, Boise City Council (if required), and CCDC Board of Directors, our design team will proceed with assembling a Design Development (60% Design) package clear and concise Construction Documents with sufficient detail for project bidding and construction. Preliminary Design will be in accordance with the ISPWC and all associated supplements by AHJ. Construction documents will include, but are not limited to the following: Civil Design (site design, grading, drainage, stormwater, suspended paving system, traffic control, SWPPP), Streetscape Design (streetscape layout, hardscape materials, furnishings, landscape, irrigations), and Electrical Design (electrical assemblies, lighting). Our design team will perform research and coordination with local utility providers and adjacent property owners to ensure existing and future facilities are accurately depicted on plans and infrastructure updates within project area are incorporated. We will coordinate with City of Boise's Geothermal and IT Infrastructure to provide a continuation geothermal and fiber optic conduit bank for the length of the corridor, as required. All design features will comply with AHJ standards and requirements.

Construction Documents (95% Design, Draft CD)

- The Construction Documents (95% Design, Draft CD) package will provide clear and concise construction detailing for project permitting, bidding and construction. Based on all feedback received through the previous tasks, the 95% Construction Design Drawings, Technical Details, and Project Specifications will be completed and confirmed with all stakeholders, property/business owners, and AHJs for final coordination efforts. We will continue to validate option of probable construction costs and adjust, if necessary, the design to meet the set project budget. The 95% Final Design package will be submitted for all AHJ Permitting Approvals. Final deliverables of Construction Documents include one paper plan set plus stamped electronic files from all required disciplines and a complete project manual and specifications package.

Permitting Approvals

- QRS will submit the Final 95% Design Package applications to ACHD Development Service and City of Boise Planning/Development Services for review and permitting approvals. Our design team members will ensure submissions for development applications are completed and submitted in a timely fashion. We will continue to coordinate with the AHJs throughout the permit review process. All team members have great working relationships with the relevant public agencies and look forward to working toward a smooth and collaborative effort required for a successful project.

Construction Documents (100% Plans)

- Following the permit review, final permitting conditions of approval will be incorporated into the plan set to produce 100% Construction Document Plans. All plans and specifications will be sealed by our team members, who are professional licensed architects and engineers in the State of Idaho.

Assistance During Bidding

- The CCDC selected contractor will put the 100% Construction Document Plans out for competitive bid prior to construction. Our design team will help assist the bidding process by responding to design questions, support in preparing bid addenda, and participate in pre-bid meetings. Our design team will provide assistance in evaluating bid responses.

Task Order 3: Construction Administration Support Services

Construction Administration Support Services

- The JBA design team is very well-versed in providing effective and efficient assistance to CCDC and the selected CM/GC throughout the duration of the construction phase. The team is experienced in every CA task including conducting pre-construction conferences with adjacent property owners/stakeholders, subcontractors, utility companies, and AHJ; responding to RFIs, ASIs, substitution requests, and submittal reviews; assisting CCDC with change order requests and pay applications; documenting weekly construction meetings with on-site observation photos; and conducting final punch list walkthroughs, issuing certification of completion letters, and providing full as-built record drawings.
- As with all CCDC high-profile urban streetscape projects, public engagement and information is important to distribute throughout the construction phase. JBA will assist CCDC and the CM/GC to engage the 3rd St. property owners and tenants to foster good relationships before and during construction implementation.

Our design team brings unparalleled downtown Boise design experience to this project and will provide CCDC with the high-quality services necessary to deliver an exceptional product from the concept phase through final project implementation.

PROJECT TEAM:

Our design team has been working together for many years and is committed to providing a collaborative environment to embrace creative problem solving and forward-thinking design efforts.

LANDSCAPE ARCHITECTURE: JENSEN BELTS ASSOCIATES

KIM SIEGENTHALER, RLA, PRINCIPAL



Jensen Belts Associates (JBA) will act as the Landscape Architect/Urban Design Lead for the project. Kim Siegenthaler will be the primary point of contact with CCDC. She will coordinate all Project Management tasks including administrative, logistical, work products, budget efforts, and communication with CCDC, our design team, and the chosen contractor. Kim will use her 20+ years of landscape architectural/urban design experience to evaluate the site and streetscape area within the project boundary to fit the needs of all public/private partnership involved in constructing this downtown streetscape improvement.

CIVIL ENGINEERING/SURVEY: QRS (QUADRANT CONSULTING, INC.) RICARDO ZAVALA, P.E.



QRS Consulting (formally Quadrant Consulting, Inc.) will provide all topographic surveying, civil engineering, stormwater engineering, and utility coordination. QRS will coordinate with ACHD on all signal adjustments and traffic management, as required. QRS has previously completed topographic surveying for a majority of downtown Boise (including the adjacent Old Boise Blocks Streetscape Project) and has established a survey control network for the entire downtown area. QRS will work directly with the mechanical, electrical, structural, and geotechnical support for all site related design. QRS will manage the permit processing with ACHD, Boise City, and all other relevant agencies.

ELECTRICAL ENGINEERING: MUSGROVE ENGINEERING

NICK SCHAFER, P.E.



Musgrove Engineering will provide full service electrical engineering services to the 3rd St. Improvements project. Nick Schafer, P.E. is well versed in downtown Boise lighting standards and will be managing all electrical service connections within the project limits. Musgrove will coordinate all efforts with Boise City Public Works to identify lighting needs and requirements. Musgrove Engineering will develop construction documents and specifications for all electrical and lighting infrastructures. Musgrove Engineers can provide Mechanical Engineering services as well, if it is determined they are required for this project.

STRUCTURAL ENGINEERING: ALLY STRUCTURAL CRAIG BRASHER, P.E., S.E.



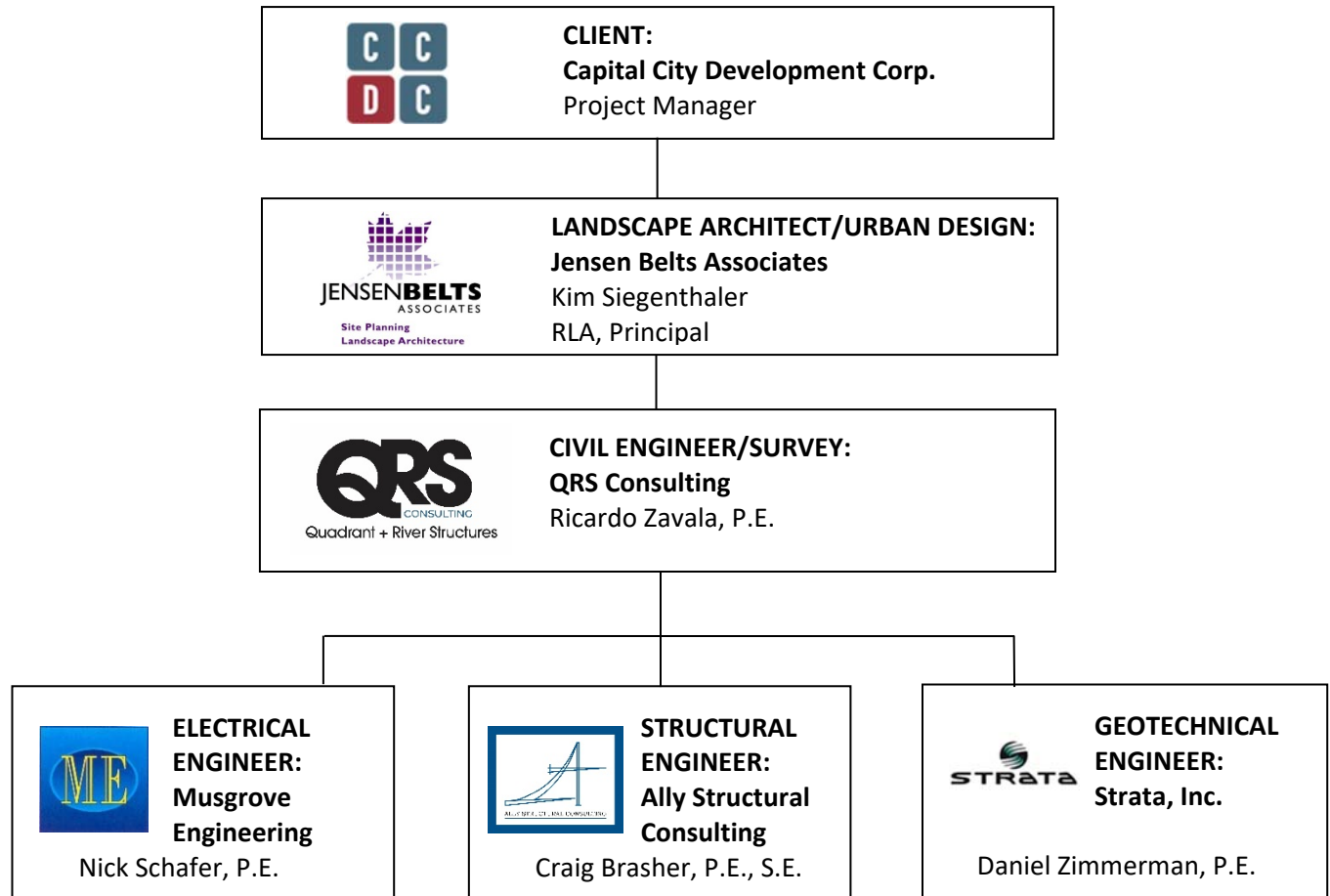
Ally Structural will provide structural engineering services, if needed, in the project area. Craig Brasher has 18+ years of Downtown Boise public space improvement experience, including subsurface building and utility vault rebuild/replacement design.

GEOTECHNICAL TESTING: STRATA, INC. DANIEL P. ZIMMERMAN, P.E.



Strata, Inc. is a local leading Geotechnical Consulting firm that will provide professional geotechnical engineering and construction inspection, as required, for the project.

PROJECT TEAM: DESIGN TEAM ORGANIZATIONAL CHART



Team Member Matrix

X: Primary o: Secondary

	Jensen Belts Associates	QRS Consulting	Musgrove Engineers	Ally Structural	Strata Inc.
Project Management	X				
Landscape Architecture/Urban Design	X				
Survey		X			
Civil Engineering/Stormwater/Utilities		X			
Electrical/Mechanical Engineering			X		
Structural Engineering				X	
Geotechnical					X
DR Approval	X	o	o		
ACHD ROW Approval	o	X			
Selected Contractor Coordination	X	o	o	o	
Preliminary Cost Analysis w/ Contractor	X	X	o	o	
Construction/Technical Documents	X	X	X	X	
Construction Special Inspections					X

QUESTIONS AND ANSWERS:

1. WHAT ARE THE MOST CRITICAL DESIGN AND PROCESS ELEMENTS CCDC SHOULD BE AWARE OF ON THIS PROJECT AND HOW DO YOU PLAN TO ADDRESS THEM?

There are many critical design and process elements we have encountered when working with a wide variety of stakeholders and AHJ in the downtown setting. With our design team's unsurpassed depth of experience and knowledge of the project design approval process, we are equipped to address them all.

- **Current Adjacent Construction Projects** – CCDC is well aware of the extent of current construction projects in the River Myrtle/Old Boise District. Jensen Belts Associates, QRS, and Musgrove are working on many of these current construction projects in the Old Boise immediate area:

- Old Boise Blocks on Grove Street (6th -3rd) Streetscape Improvement Project - Permitting phase.
- 521 W. Grove St Public Space Project - Final Design Concept and Public Engagement phase.
- Idaho Department of Labor Parking Lot Reconfiguration – Design Phase

Having a team that is deeply rooted in the construction development and documentation of these adjacent construction projects will give CCDC the peace of mind that our team has the background knowledge in this area to proceed with confidence. Our team can hit the ground running with the site circumstances, adjacent design decision information, and contacts already established.

- **Existing Conditions** – Each CCDC Streetscape Improvements Project comes with its own set of unique opportunities and challenges. The 3rd St. Streetscape Improvement Plan - Front to Jefferson hold many such critical design and process elements that the design team will address:

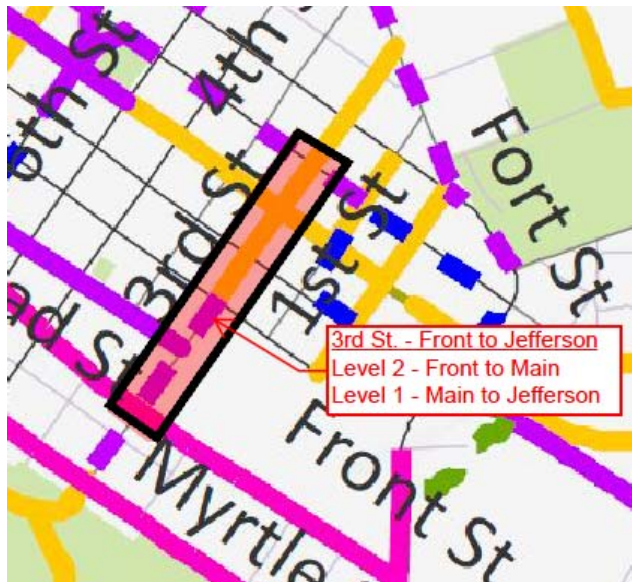
- Interface of the 3rd St. intersection with the current Old Boise Blocks Streetscape Project. Our team will be able to seamlessly merge the two projects due to our ongoing construction documentation and administration for both projects.
- The proposed bulbouts in the Attachment 1 of the RFQ may present a conflict with ACHD's future mobility improvement projects (per the 'Roadway to Bikeway' Plan) and the potential for an ACHD Level 2 bicycle facility for some portion of 3rd St. These issues will be addressed.
- The Imperial Plaza Condominium - 3rd St frontage presents some interesting challenges with the parking lot access and front entry drop-off approach. The sidewalk area is also narrow on the Main St. improvement areas. The curb line in these areas can be adjusted toward the street center, providing more room for a landscaped parkway or standard streetscape design.

- **Project Design Approval Process** – Our design team has firsthand experience with working through the project design approval process with multiple public and private agencies, including but not limited to the following project stakeholders: CCDC Board of Commissioners, Boise City Council, ACHD, City of Boise (Planning, Police, Fire, Lighting, Forestry, Public Works), Multiple utility companies. These approvals are a critical process element that can hold up or accelerate a project timeline. Our approach to achieving successful approval processes with multiple agencies is introducing the project to the approving agencies early in the design process and keeping open communication and progress reviews at every design phase up to final approval. Knowing how to navigate these approvals is a key strength of our design team. Engaging the 3rd St. area of impact property owners and tenants is also extremely important to gain project support and foster good relationships before and during construction implementation. Our team has 20+ years of experience and relationship building with the local agencies and private entities that have fostered some of the most transformative projects in Downtown Boise.

- **River Myrtle – Old Boise District Sunset** - Our design team is mindful of the River Myrtle – Old Boise District sunset date of September 2025. This critical schedule completion date is foremost in our thoughts as we adhere to the established timeline for construction design and completion.

2. ACHD'S *Roadways to Bikeways* PLAN IDENTIFIES 3RD STREET FROM MAIN STREET TO FRONT STREET AS A POTENTIAL LEVEL 2 BICYCLE FACILITY. WHAT APPROACH WILL YOUR TEAM EMPLOY TO ENSURE STREETScape IMPROVEMENTS FROM MAIN STREET TO FRONT STREET DON'T PRECLUDE POTENTIAL FUTURE ACHD BICYCLE FACILITIES ON 3RD STREET.

Our team recognizes that 3rd St. is an important north/south bicycle corridor from Julia Davis Park north to Fort Boise. We are familiar with ACHD's *Roadways to Bikeways* Plan and will follow its goals and objectives for creating a safe and functional right-of-way for pedestrians, cyclists, and vehicles.



The *Roadways to Bikeways* Plan identifies 3rd St. from Front to Main St. as a proposed Level 2 (Bike Lanes (Shoulder, Conventional, Buffered)) Bike Facility. From Main to Jefferson St., it is currently a Level 1 (Low-Stress Sharrow, Shared Street) Bikeway.

Through the design process, we will work with ACHD and their bikeway task force to ensure that our proposed streetscape design will not preclude potential future ACHD bicycle facilities improvements. One concern that we have looking at the Attachment 1 included in the RFQ, is the bulbouts proposed for the streetscape improvements. Bulbouts can interfere with Level 2 conventional bike lanes by pushing the curb out to the travel lane and not providing space for the dedicated bikeway.

Our design team will research requirements for Level 2 Bike Facilities and overlay them on all design options presented to ensure streetscape conflicts are identified and resolved prior to final design.

3. DESCRIBE HOW YOUR TEAM WILL INTERFACE WITH LOCAL AUTHORITIES HAVING JURISDICTION TO ENSURE THE DESIGN IS COMPATIBLE WITH LOCAL REQUIREMENTS?

All our team members have long-standing working relationships with the diverse group of private property owners and local authorities having jurisdiction over downtown public projects. This design team for the 3rd St. Streetscape Improvements – Front to Jefferson St. Project is the same design team that is currently coordinating with the local AHJ on the Old Boise Blocks on Grove Street and the 521 W. Grove St Public Space. We are very familiar with all the key representatives in the downtown area, including ACHD, City of Boise, and all of the relevant utility companies which will play a big part in acquiring the required permits and utility coordination within a streetscape project limits. We will continue to coordinate with many different facets within each of the local public agencies specific departments (i.e.: City of Boise - Planning/Transportation, Public Works/Stormwater, Fire, Police, Forestry, Lighting, etc.). Our design team has contact relationships with each of the agencies and department heads that have been developed over the course of many years. Touchpoints with these contacts will be included in all phases of the design process to ensure the design documents are compatible with local requirements and all issues are identified and resolved as the design is finalized.

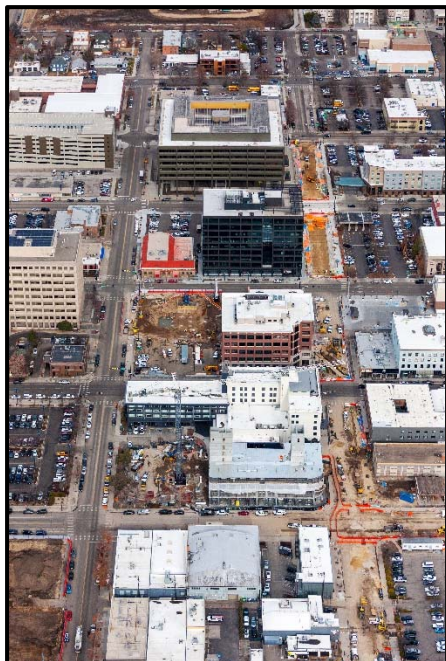
RELEVANT EXPERIENCE:

OLD BOISE BLOCKS ON GROVE STREET AND 521 W. GROVE PUBLIC SPACE

Boise, Idaho

Design Team: Jensen Belts Associates, Agnew::Beck Consulting, Quadrant Consulting, Inc., ZGF, Musgrove Engineers, Ally Structural Consulting
Contact: Karl Woods, CCDC Project Manager (208) 384-4264

Jensen Belts Associates is the Project Lead on two current CCDC projects in Old Boise. One is the design and implementation of a three-block streetscape renovation to create a distinctive shared street and urban space and the other is the development of an adjacent public space site at 521 W. Grove. Both projects will celebrate the historic culture of Old Boise, promotes economic and pedestrian activation of the area, and provide a venue for community events. The Old Boise Blocks on Grove Street and 521 W. Grove Public Space are an extension of the extremely successful Basque Block (another JBA project) between Capitol Blvd & 6th St. These three additional prominent blocks on Grove St., between 6th St. and 3rd St., focus on connectivity through Old Boise from 3rd St. to the central Grove Plaza while maintaining human scale and complementing the cultural-rich Basque Block. QRS (Quadrant Consulting) work is working extensively on the upgrades to the deficient Boise Canal that runs the length of the project. The design team is working diligently with Boise City Arts & History and Stevens Historical Research for the inclusion of public art elements into both project sites. Multiple jurisdiction coordination, property owner coordination, consensus building, canals, and hydraulic analysis and design were all key components to the design of this transformative Downtown Boise streetscape improvement project. Both projects are currently in design. The Old Boise Blocks Streetscapes anticipated to start construction Fall 2023.



11th STREET (RIVER TO STATE)

STREETSCAPE/BIKEWAY IMPROVEMENT PROJECT

Boise, Idaho

Design Team: Jensen Belts Associates, Kittelson & Associates, Musgrove Engineers, Parametrix
Contact: Amy Fimbel, CCDC Project Manager (208) 384-4264

Running from the south end of 11th St. at River St. north to State St., JBA is the Project Lead for design and implementation of this expansive eleven-block street/bikeway/streetscape project. In conjunction with Kittelson & Associates, the final design of this Bikeway/Streetscape project includes a raised protected bikeway that provides a physical separation from motor vehicles and easier access for bicyclist to navigate from the North End to the Greenbelt with improved safety and comfort. The design includes reduction in traffic travel lane width, complete concrete and asphalt street rebuild, maintains on-street parking on both sides of the street, and streetscape improvements with silva cells and Boise City Streetscape Standards furnishings. This project is currently under construction and anticipated to be completed Fall 2023.

CHERIE BUCKNER-WEBB PARK

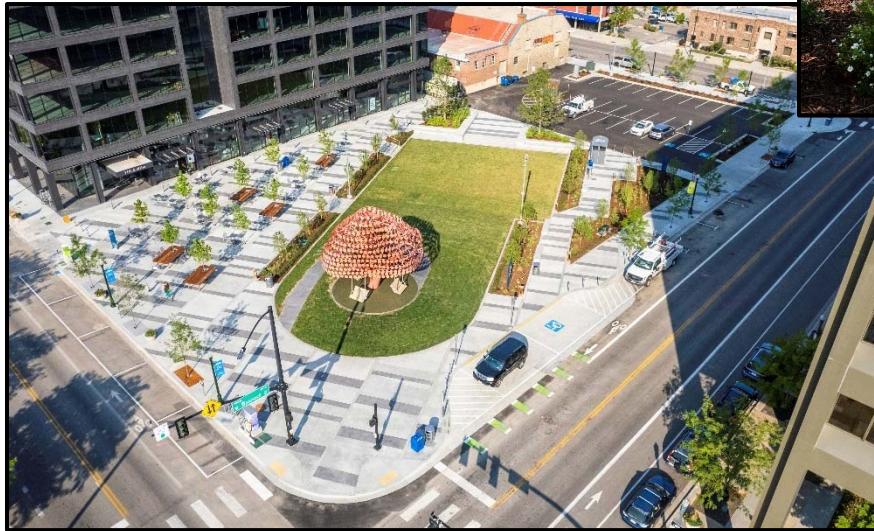
Boise, Idaho

Design Team: Jensen Belts Associates, Quadrant Consulting Inc., GGLO, Musgrove Engineers

Contact: Amy Fimbel, CCDC Project Manager (208) 384-4264

Cherie Buckner-Webb Park, located at the corner of 11th and Bannock Streets in downtown Boise, replaced a half-block, private surface parking lot with a destination community open space. Situated along the future 11th Street Bikeway, the park provides amenities that enhance the downtown pedestrian and cycling experience.

Key features include a large, tree-lined green space, an iconic, interactive public art piece, a plaza with movable tables and chairs, public Wi-Fi, enhanced streetscapes along three street frontages, public restrooms, water fountain, bike repair and storage, and programmable lighting. Trees planted in the streetscape and plaza hardscape area utilize Silva Cells, a modular suspended paving system, to prevent soil compaction for healthy tree growth and stormwater filtration.



In January 2020, Boise Arts & History released a call-for-artists and selected artist Matthew Mazzotta to develop art concepts for the prominent corner of 11th and Bannock. The “Gentle Breeze” tree with its swinging benches was selected as the favorite design option. The design team worked closely with Mr. Mazzotta throughout the park’s design and construction to seamlessly integrate the public art into the park. A formal dedication and grand opening occurred on August 5, 2021. The new park quickly became the go-to outdoor co-working space for downtown Boise during the pandemic and has already found an integral place in Boise’s culture and list of must-see destinations. The dynamic space provides a place to connect with the outdoors, serves as a hub for community events, and enhances the urban lifestyle of employees, residents, and visitors.

8th STREET (BANNOCK TO STATE) STREETScape/BIKEWAY IMPROVEMENT PROJECT

Boise, Idaho

Team: Jensen Belts Associates, Quadrant Consulting, Inc., Kittelson & Associates, Ally Structural Consulting, Musgrove Engineers

Contact: Karl Woods, CCDC Project Manager (208) 384-4264

Jensen Belts Associates was the Project Lead for design and implementing a two-block street/ bikeway/ streetscape improvement project. The project including a reduction in traffic travel lanes, a sharrows northbound bike lane, addition of dedicated southbound bike lane, complete concrete street rebuild, back-in angled parking, Hoff Building sidewalk vault lid replacement, and streetscape widening with silva cells and furnishing improvements. The design team conducted multiple work sessions with AHJ and adjacent building owners/stakeholders to develop several design scenarios for the street/bike lane/streetscape configuration. A successful consensus was reached and developed into construction documents. This project was completed Summer of 2021.



JUMP (Jack's Urban Meeting Place) AND THE SIMPLOT CORPORATE HEADQUARTERS

Boise, Idaho

Team: Jensen Belts Associates, Quadrant Consulting, Inc., Kittelson & Associates, Musgrove Engineers

Contact: JR Simplot Foundation, Mark Bowen, JUMP Project Manager (208) 639-6610



JUMP (Jack's Urban Meeting Place) is a nonprofit, interactive creative center and community gathering place in the heart of downtown Boise, Idaho. JUMP is sited on a 4 city-block site in conjunction with the Simplot Corporate Headquarters. The entire 5-acre park is built over an underground garage creating a rooftop park at ground level. The integration of 52 antique tractors on display throughout the site from the Simplot family's historic tractor collection. The placement of the tractors and identification displays were essential for tying together an overarching agriculture theme.

Many different event spaces make up the different areas of the park and plazas. The Pioneer Pathway runs through the middle of the site connecting the 8th Street pedestrian corridor to the east with the existing Pioneer Pathway to the west. An oval event lawn on the corner of 9th and Front St. is a multi-use turf area lined with trees and surrounding pathway including nine seating nooks. On the east side of the site is a Market Circle intended as an outdoor market and festival space complete with overhead string lighting and seating walls. Tucked into the corner of the Simplot Corporate Headquarters building is a performance amphitheater, complete with concrete and lawn terraced seating and state-of-the-art stage lighting and sound. Adjacent to the amphitheater is the action zone with an interactive splash pad, sports court, and a three-story pyramidal climbing structure. Coming off the top of the 5-story parking garage and terminating in the action zone is the iconic helix slide. Completed in 2017, the JUMP/Simplot Corporate Headquarters Urban Park and Plaza helps foster the mission of JUMP's vision to be a place to imagine, innovate, adapt, and explore one's environment and will continue to do so for many generations to come.

ATTACHMENT E
DESIGN SERVICES RFQ



Request for Qualifications for Design Professional Services 3rd St. Streetscape Improvements, Front St. to Jefferson St.

Submissions Due: 3:00pm June 6, 2023

Background

Continuing its mission of beautifying and improving downtown Boise's streetscapes, Capital City Development Corporation (CCDC) is seeking Statements of Qualifications (SOQ) from three (3) of its prequalified design professional consultant teams ("Design Team") to provide design services for the 3rd St. Streetscape Improvements Project. Consultant work is to begin immediately with construction contemplated to start August 2024. This project will incorporate streetscape improvements and intersection adjustments. This investment will be made in downtown Boise's River Myrtle Old Boise Urban Renewal District. The project limits are shown in Figure 1.

Figure 1: Anticipated 3rd Street Project Limits



Project Objectives

As outlined in the Capital Improvements Plan, CCDC intends to make streetscape improvements and road intersection adjustments to 3rd Street and Main Street to improve safety and functionality of the rights-of-way for pedestrians, cyclists, and vehicles.

3rd Street is an important north/south bicycle corridor. The project will improve the consistency and safety of "sharrow" bicycle facilities by adding cycling amenities and by updating pavement markings and signage where needed. Curb lines will be set at appropriate locations for current and future bicycle lane configurations. Adequate room will be provided for bicycle stopping, queueing, and movement at intersections.



Main Street will be narrowed to create a balance between travel lanes, parking, and sidewalks as well as to provide a safer crossing of Main Street. Additionally, pedestrian crossing distances will be shortened at all intersections by extending the curb into the parking lane to create bulb-outs. New lighting, accessible ramps, and other features will be provided to ensure safe crossings for all ages and abilities.

The Old Boise Blocks on Grove Street Project will be integrated with a proposed multi-use pathway connection by creating a tabletop intersection at 3rd and Grove Streets to ensure design continuity between capital projects.

Much of the 3rd Street corridor meets current standards, therefore any new improvements need to seamlessly tie together with existing conditions. A full rebuild of the right of way is not feasible nor planned. The project will adapt to and integrate with existing conditions. The Ada County Highway District (ACHD) "Roadways to Bikeways" Plan identifies 3rd Street from Main Street to Front Street as a potential Level 2 Bicycle Facility. The project will achieve a final design that can accommodate future mobility improvements contemplated by ACHD.

Project Description

The project will include installation of Neighborhood Streetscape-type improvements including new curb and gutter, trees and tree lawn, sidewalks, streetlights, and furnishings such as bike racks. These improvements will occur on 3rd Street between Jefferson Street and Front Street as well as the south side of Main Street between 2nd Street and 4th Street to help complete the streetscape network in the area. The streetscapes are to be designed and constructed in accordance with the *Boise City Streetscape Standards*.

The project will also provide adjustments to existing intersections to accommodate new bulb-out corners and pedestrian ramps. These adjustments will occur on 3rd Street at the intersections of Jefferson, Bannock, Idaho, Main, and Grove Streets. The project will also provide a tabletop intersection at Grove Street to reinforce the connection between streetscape improvements on Grove Street from 6th Street to 3rd Street and a multi-use pathway connecting the East End neighborhood to downtown Boise.

A separate but concurrent overhead power undergrounding project may be undertaken by CCDC. This project will need to account for and coordinate with any utilities project under CCDC direction.

See Attachment 1 for anticipated project improvements.

The Design Team will develop a schematic design which incorporates streetscape elements and other anticipated features listed above. The Design Team will gather design input from nearby property owners as appropriate and public agencies such as the City of Boise (Planning & Development Services, Public Works) and ACHD in order to refine the concept design through final design.



Project Delivery

CCDC intends to hire a Construction Manager / General Contractor (CM/GC) to construct the project. The Design Team will work in collaboration with the CM/GC to provide information for cost estimating, scheduling, and other pre-construction tasks.

Project Budget

The anticipated construction budget for the project is \$3M.

Project Schedule

All work by Design Team outlined in Tasks 1 and 2 shall be completed by July 2024, assuming an October 9, 2023 Design Team Task 2 contract award.

The anticipated design schedule is shown in Attachment 2. This schedule is included to provide an idea of the timeframe in which this project is expected to be completed. Interim deadlines are tentative and can be adjusted to fit realities of workflow and the team's schedule, provided **hard deadlines** are met. The project area is located within the River Myrtle Old Boise Urban Renewal District, which will close or "sunset" on September 30, 2025. The sunset of this district requires that this project meet the **hard deadlines** shown in Attachment 2.

Project Approvals

This project will develop a schematic design for this section of 3rd Street, gain Design Review approval, and guide the design development and ultimate final streetscape design. 100% plans and specifications will be prepared, submitted, and approved in anticipation of construction beginning August 2024.

The project approval list is included to provide a preliminary idea of the approvals the Design Team will need to achieve.

1. City of Boise
 - a. Design Review Approval
 - b. PDS Permitting (i.e. Electrical, Grading, Erosion & Sediment Control, etc.)
2. ACHD
 - a. Technical Review of Final Design – Capital Project Group
 - b. Right-of-Way Permit for Construction (by CM/GC)

It is anticipated that the project will be reviewed by ACHD's Capital Project Group as part of a new arrangement between agencies. CCDC anticipates an improved and expedited interaction with ACHD on this project.



Desired Services and Experience

CCDC desires a Landscape Architect of Record (LA) from its prequalified design professionals list to partner with an Idaho-licensed Civil Engineering firm familiar with ACHD processes and design requirements.

Proposed Scope of Work

It is anticipated that CCDC will negotiate separate Task Orders with the Design Team for:

1. Topographic Survey, Schematic Design, and Design Review.
2. Design Development, Construction Documents, and Bidding Assistance.
3. Construction Administration Services.

Task Order 1: Topographic Survey, Schematic Design, Design Review Approval

Topographic Survey

Design Team shall produce a topographic survey of the proposed project site and surrounding areas with survey limits sufficient to determine tie-in to adjacent properties and adjacent rights-of-way as well as to determine stormwater routing and catchment areas. The survey will document the elevations of the existing ground, existing conditions, existing utilities, and other existing features needed to carry out other tasks in this scope of work.

Design Team shall conduct property boundary research and Title Report acquisition necessary to determine existing property boundaries. The survey will exhibit the property boundary and parcel information based on information of public record and property monuments found during the course of the field survey.

Schematic Design (30% Design)

Design Team will coordinate with property owners to gain access to vaults, basements, underground parking, and property in order to assess design impacts, identify potential utility connection considerations, and discuss/confirm connections to private irrigation systems for landscaping within the public rights-of-way.

Design Team will develop a draft schematic design to a level sufficient to convey general plan-view layout and proposed amenities. Design Team will develop plans and sections that accurately portray the design for coordination purposes. Schematic design should consider budget, pedestrian and bicycle circulation, vehicle access, potential pedestrian/vehicular conflict, ADA accessibility requirements (including on-street parking), site amenities, roadway and pedestrian lighting, signage, grading, storm drainage, existing utilities, intersection adjustments, and landscape design. Design Team to provide information to the CM/GC for cost estimating. Schematic design will be vetted with adjacent property owners, the City of Boise, and ACHD.

City of Boise Design Review Submittal and Approval

Design Team shall prepare and submit Design Review Application to the City of Boise and coordinate with DR staff as necessary to obtain approval. Design Team shall conduct an Owner review and update of the Design Review package prior to submitting to Design Review.



Task Order 2: Design Development, Construction Documents, Bidding

Design Development (60% Design) and Utility Coordination

Based on input received during the previous tasks, Design Team shall refine and progress the schematic design through design development and final design. This phase will include preparing a draft specifications package, conducting a preliminary design review meeting with AHJs, and provide information to the CM/GC for cost estimating.

Design shall be in accordance with ISPWC and all associated supplements by AHJs. Plan set shall include plan view, profile, typical section, and details for construction. Plan set may include site design, grading, electrical, traffic control (permanent and temporary), lighting, street furnishings, stormwater/drainage, landscaping and irrigation.

Other work includes (but is not limited to):

- Performing research and coordination with local utility providers to ensure existing facilities accurately depicted on plans and infrastructure updates within project area are incorporated.
- Coordinating with adjacent property owners regarding utility modification needs.
- Coordinating with CCDC and AHJs to ensure that the design complies with AHJ standards and requirements.

Construction Documents (95% Design, Draft CD)

Based on feedback received through previous tasks, refine the Design Development set. The Design Team will develop full draft construction documents, including plans and specifications. The Design Team will also conduct a final design review meeting with AHJs and provide information to CM/GC for cost estimating.

Permitting Approvals

Design Team shall prepare and submit Final Design to ACHD Development Services and City of Boise Planning and Development Services for approval. Coordinate with ACHD and City of Boise staff as necessary to obtain approvals.

Construction Documents (100% Plans)

Design Team shall prepare final construction documents for bidding. All plans and specifications shall be sealed by a professional engineer licensed by the State of Idaho.

Assistance During Bidding

Design Team shall be available to respond to questions during the bidding phase, assist CCDC in preparing bid addenda, attend the Pre-Bid Meeting, and assist CCDC in reviewing bids.

Task Order 3: Construction Administration Support Services

Design Team shall provide support to CCDC during construction, including (but not limited to):

- Conducting a pre-construction conference with CM/GC, subcontractors, utilities, and AHJs.
- Processing Contractor pay requests.



- Responding to RFIs.
- Coordinating material testing with Contractors and AHJs.
- Regular on-site observation of construction progress, Contractor performance and adherence to design, temporary traffic control requirements, and erosion & sediment control requirements.
- Assisting CCDC in preparation of Change Orders.
- Administering material and shop drawing submittals, substitution requests, RFIs, ASIs, and change order requests.
- Rendering any interpretation or clarification necessary for the proper execution or progress of construction.
- Documenting for CCDC all site visits and communications with the Contractor.
- Upon Contractor request, conducting a walk-through and preparing a 'punch list' of items to be corrected and/or completed.
- Providing final completion observation and certification.
- Coordinating as-built and record drawings with the Contractor.

Other potential work not listed above:

- Project Management/Administration, including regular project status/update meetings with CCDC staff and other agency representatives, preparation of monthly invoices and progress reports.
- Attending regular meetings and coordination with CCDC and AHJs.
- Coordinating with property owners as necessary to complete design.
- Assisting CCDC in preparing license agreement(s) for ACHD and/or the City of Boise.
- Assisting in preparing easement documentation (legal descriptions and exhibits).

Response Instructions

Please submit your Statement of Qualifications to Ryan Strong, CCDC Contracts Specialist - Paralegal, at rstrong@ccdcboise.com no later than **3:00 p.m. June 6, 2023**. Late submissions will not be considered.

SOQs cannot exceed ten (10) pages in length, including any attachments. A minimum font size of 11 shall be used. Do not attach cover pages or cover letters. Please keep in mind that your company profile, resumes, and other general firm information was collected and reviewed during the On-Call Professionals RFQ process; therefore, it is not requested as part of this process. This information, however, is requested of any new or additional team members and sub-consultant partners. In accordance with state law, information concerning rates and fees will not be considered in ranking the SOQs. The SOQ must include the following information as it will be used to determine the best qualified Design Team for this project.

Project Approach {30 pts, 3 pages maximum}

Describe how the Design Team will accomplish the complete Scope of Work. Are there modifications the Design Team would propose to the scope to achieve success on this project? Highlight the competitive advantages that the Design Team offers. Show advantages that make this team the appropriate partner for the specifics of this project.



Project Team {15 pts, 2 pages maximum}

Provide basic information about the composition of the Design Team. List each firm and/or individual who will be responsible for each of the following disciplines and include a brief description of their experience on similar projects: Project Management, Urban Design/Placemaking, Traffic/Transportation Engineering, Utilities Coordination, Landscape Architecture, Surveying, Structural Engineering, Geotechnical Engineering, Stormwater Engineering and Electrical Engineering.

Provide an Organizational Chart that depicts the Design Team members and the Design Team's relationship to CCDC and the authority having jurisdiction (AHJ). Identify the individual(s) who will be primary point(s) of contact.

Question and Answer {25 pts total, 2 pages maximum}

Answer each of the following questions:

- 1) What are the most critical design and process elements CCDC should be aware of on this project and how do you plan to address them?
- 2) ACHD's *Roadways to Bikeways* Plan identifies 3rd Street from Main Street to Front Street as a potential Level 2 Bicycle Facility. What approach will your team employ to ensure streetscape improvements from Main Street to Front Street don't preclude potential future ACHD bicycle facilities on 3rd Street?
- 3) Describe how your team will interface with local AHJs (authorities having jurisdiction) to ensure the design is compatible with local requirements.

Relevant Experience {30 pts, 3 pages maximum} Describe 3-5 projects (completed or in progress) that represent relevant experience. Please include a client reference for each project. Projects should highlight expertise in urban streetscape design, green stormwater infrastructure, and shared use public rights-of-way.

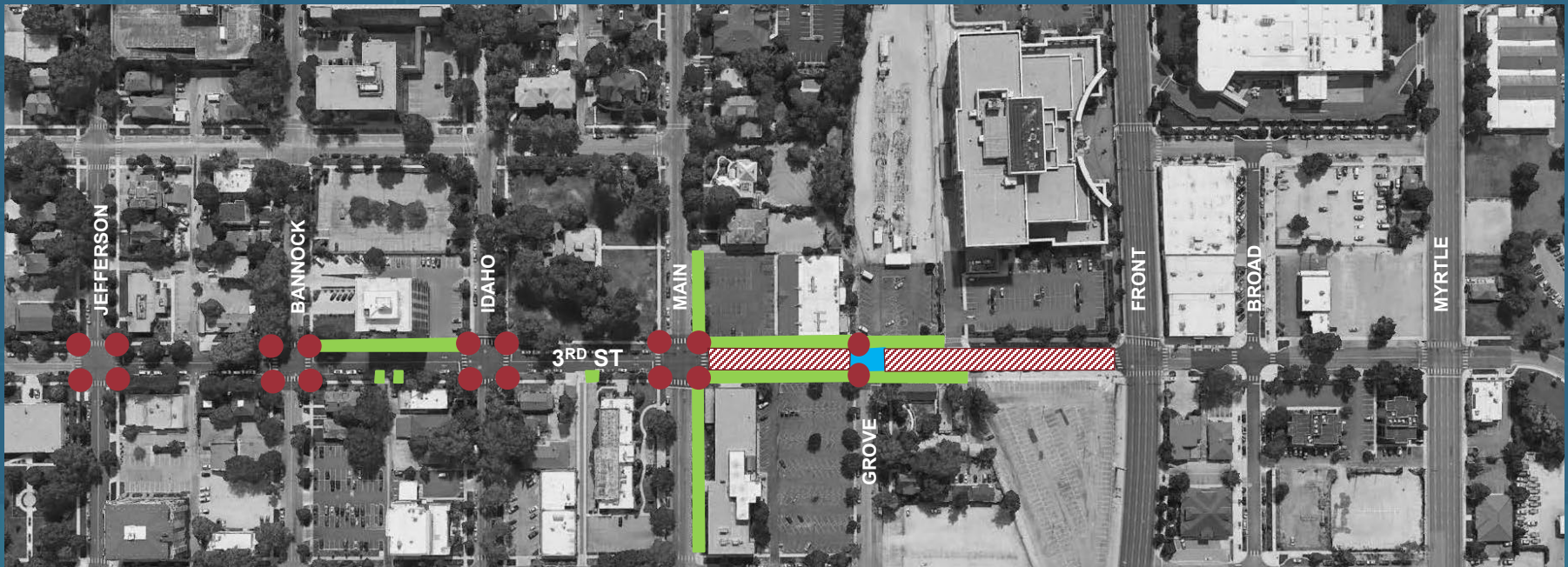
Evaluation of SOQs





CCDC will create an Evaluation Team to evaluate the SOQs submitted. The Design Team chosen as best qualified to provide the required services will be engaged under Task Orders in accordance with the firm's on-call contract with CCDC.

CCDC will not pay costs incurred in responding to this RFQ. CCDC may in its discretion cancel this process at any time without liability.

Thank you for your interest in meeting the needs of the agency and the citizens of Boise. We look forward to receiving your Statement of Qualifications.

3rd St. Streetscape Improvements



-  STREETScape IMPROVEMENTS
-  RAISED INTERSECTION
-  BULBOUT
-  FUTURE ACHD MOBILITY PROJECT

3rd Street Streetscape Improvements
Attachment 2 – Anticipated Project Schedule

RFQ issued	May 22, 2023
Due date for submissions	June 5, 2023
Topographic Survey	1 Month
Topographic Survey	June - July
Schematic Design	3 months
Schematic Design Package	July -September
• CCDC – CMGC selection	August
• CMGC cost estimate	September
Design Review and Approval	2 months
Prepare final documents	October
Design Review Submittal/Approval	October – November
• CMGC cost estimate	November
CCDC Board – Design Team Task Order 2 Approval	October 9, 2023
Authorize Design Development – Bidding Contract	
Design Development (60% set).....	3 months
Design Development	November – January
• CMGC cost estimate	
Construction Documents	3 months
Construction drawings 95%	January – March
• CMGC cost estimate	
ACHD / City of Boise Permit Review and Approval	2 months
Plan Review	April - May
100% CD's	June 2024
• CMGC Construction Contract	

Bidding	2 months
Bidding & Award	June – July
CCDC Board – Design Team Task Order 3 approval	July 8, 2024
Authorize Construction Administration	
Construction	8 Months
Construction	Aug. 2024 – Mar. 2025
Project Closeout	1 Month
Punch List / Closeout	March – April 2025
<i>RMOB Urban Renewal District Sunset</i>	<i>September 30, 2025</i>



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AGENDA BILL

Agenda Subject: Consider Resolution 1863: 3 rd Street Streetscape and Mobility Improvements Project. Ranking for RFQ: Construction Manager / General Contractor (CM/GC).		Date: March 11, 2024
Staff Contacts: Kathy Wanner Contracts Manager Karl Woods Senior Project Manager	Attachments: A. Resolution 1863 B. Request for Qualifications – issued February 11, 2024 C. Final Evaluation Tally	
Action Requested: Adopt Resolution 1863 approving the ranking for the RFQ: Construction Manager / General Contractor (CM/GC) for the 3rd Street Streetscape and Mobility Improvements Project and authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement.		

Background

CCDC is working to make streetscape improvements and road intersection adjustments to 3rd Street between Jefferson and Front Streets and on Main Street between 4th and 2nd Streets to improve safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles.

3rd Street is an important north/south bicycle corridor, the project will improve the consistency and safety of sharrow bicycle facilities, adding cycling amenities, and updating pavement markings and signage where needed.

The Main Street roadway will be narrowed to create a balance between travel lanes, parking, and sidewalks as well as providing safer crossings of Main Street.

Pedestrian crossing distances will be shortened at intersections by extending the curb into the parking lane to create bulb outs. New historic streetlights, accessible ramps, and other features will be provided to ensure safe crossings for all ages and abilities.

CCDC hired Jensen Belts Associates as its Design Professional of Record for the project. Jensen-Belts Associates in coordination with QRS Consulting and Musgrove Engineering, has met with public agencies and stakeholders to coordinate the design and submitted the project for Design Review on February 8th to gain approval. The design team will be working closely with the CM/GC during pre-construction and construction phases.

As the design is further refined for the 3rd Street Streetscape and Mobility Improvements, it is critical to have a **Construction Manager / General Contractor (“CM/GC”)** on the team to provide pre-construction services. The CM/GC will provide cost estimating and constructability review for the Streetscape and Mobility Improvements from Design Review approval through permitting. Pre-construction services will also include pre-planning of street closures, communication with adjacent businesses, property owners and developers and safely detouring vehicles, pedestrians, and bicycles and coordination of anticipated undergrounding of power.

As the project moves into construction, the CM/GC managing logistic planning is crucial in this area due to multiple active construction projects and related street closures. It is also critical to have the CM/GC closely managing the construction schedule with the sunset of the River Myrtle Old Boise District approaching.

During a time of high demand in the construction industry and shortages of subcontractor resources, the CM/GC can ensure that construction packages are receiving appropriate bid coverage. Due to the added value a CM/GC provides, the Agency staff determined the best approach for this project would be to utilize the CM/GC delivery method.

The CM/GC Delivery Method

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

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

Hiring the CM/GC

The Agency issued a Request for Qualifications (RFQ) on February 11, 2024, inviting licensed CM/GC companies to submit Statements of Qualifications (SOQ). Public notice was published in the Idaho Statesman newspaper on February 11 and February 18. Notice was sent to the planroom at the Idaho Association of General Contractors and several general contractors holding the requisite Construction Manager license. Representatives from two different construction companies attended a pre-proposal meeting on February 20.

Two companies submitted qualifications by the February 28, 2024 submission deadline: Guho Corp., and McAlvain Construction Inc. Each of these companies is to be commended for the quality of their proposals and the expertise and competency of their work as evidenced in their SOQs.

A three-person evaluation panel reviewed the SOQs, including two Agency project managers and the project’s landscape architect. The three SOQs were evaluated on the following criteria as specified in the RFQ: cover sheet, waiver and release, company profile, CM/GC project team,

experience and past performance, project approach, work plan and schedule, and project management. Because of the thoroughness of the SOQs and the panel's extensive, firsthand experience working with the two companies, the panel felt it unnecessary to require interviews.

After review, the panel members' scoring was unanimous that **Guho Corp.** was the best qualified and highest ranked proposer for this project for these reasons:

- Guho Corp. has an extensive background in Public Works Construction in urban areas and has become the area's expert in streetscape construction and suspended pavement system installation;
- The company has provided Anthony Guho as project manager and Rob Cloninger as superintendent, both of whom have conducted professional management processes, exceeded expectations in schedule and budget, and delivered high quality results in past construction management and general contracting work for the Agency and other public agencies;
- Guho Corp. provides a cohesive team approach and an unparalleled understanding of the scope of work;
- Guho Corp. excels at continuous coordination and collaboration with all stakeholders and jurisdictions involved in the project from pre-construction to completion, which is exemplified in their ability to provide a well-thought-out schedule to meet expectations;
- Guho Corp. displayed proven performance in managing similar public space projects with multiple public agencies.
- References attested that Guho Corp.'s pre-construction management services are strong and advantageous to the success of a project; and,
- Guho Corp.'s work with the Agency on current projects, including Old Boise Blocks on Grove Street, Linen Blocks on Grove Street, 521 West Grove Street, and Capitol Boulevard Streetscapes; and a variety of previous projects such as LIV District / Broad Street, 6th Street / Block 7 Alley public improvements, and the Bannock Street Improvements, has been commendable and has shown that Guho Corp. is dedicated to giving the project the attention it requires.

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

Fiscal Notes

The CM/GC agreement shall define the terms of the contractual relationship between the Agency and the chosen firm, including the hourly rates charged for the CM/GC services. The FY 2024 budget includes sufficient funding for this project.

Staff Recommendation

Adopt Resolution 1863 approving the ranking for the RFQ: CM/GC for the 3rd Street Streetscape and Mobility Improvements Project; authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth state statute.

Suggested Motion:

I move to adopt Resolution 1863 approving the ranking for the RFQ: CM/GC for the 3rd Street Streetscape and Mobility Improvements Project, and to authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement.

ATTACHMENT A
RESOLUTION 1863

RESOLUTION NO. 1863

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE RANKING FOR THE AGENCY'S REQUEST FOR QUALIFICATIONS FOR A CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) FOR THE 3RD STREET STREETSCAPES AND MOBILITY IMPROVEMENTS, JEFFERSON STREET TO GROVE STREET PROJECT IN ACCORDANCE WITH IDAHO CODE SECTION 67-2320; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE THE CM/GC AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, in cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to certain portions of 3rd Street between the Jefferson Street and Grove Street and on Main Street between 4th and 2nd Streets to improve safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles including: improvements to bike facilities, sidewalk, curb and gutter, pedestrian

ramps, and storm drain modifications; installation of new street trees, suspended pavement systems (for tree growth and stormwater storage), historic streetlights, street furnishings, and anticipated undergrounding of overhead utilities; all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

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

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

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

WHEREAS, the Agency published the requisite public notice of the RFQ in the *Idaho Statesman* newspaper on February 11 and 18, 2024; and,

WHEREAS, the SOQ submissions were due to the Agency on February 28, 2024, by 3:00 p.m., and the Agency received two (2) SOQs from the following firms: Guho Corp. and McAlvain Construction, Inc.; and,

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

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

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

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

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

- Guho Corp. excels at continuous coordination and collaboration with all jurisdictions involved in the project from pre-construction to completion, which is exemplified in their ability to provide a well-thought-out schedule to meet all jurisdictions' expectations;
- Guho Corp.'s work with the Agency on current projects, including Old Boise Blocks on Grove Street, Linen Blocks on Grove Street, 521 West Grove Street, and Capitol Boulevard Streetscapes; and a variety of previous projects such as LIV District / Broad Street, 6th Street / Block 7 Alley public improvements, and the Bannock Street Improvements, has been commendable and has shown that Guho Corp. is dedicated to giving the project the attention it requires; and,

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

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the ranking for its RFQ – CM/GC 3rd Street Streetscape and Mobility Improvements, Jefferson Street to Grove Street Project and to authorize the Agency Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth in Idaho Code § 67-2320.

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

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

Section 2: That the Agency Board affirms the following ranking for the RFQ – CM/GC 3rd Street Streetscape and Mobility Improvements, Jefferson Street to Grove Street:

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

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

Section 4: That the Board authorizes the Agency Executive Director, upon successful negotiations, to finalize, sign, and enter into the Construction Manager / General Contractor Agreement consistent with the Board's stated instructions at the March 11, 2024, Agency Board Meeting and further authorizes the Agency Executive Director to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all necessary conditions have occurred; and further, the Agency Executive Director is authorized to perform any and all other duties required pursuant to the Construction Manager / General Contractor Agreement, including the expenditure of funds.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on March 11, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 11, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair

ATTACHMENT B
REQUEST FOR QUALIFICATIONS
ISSUED FEBRUARY 11, 2024



REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) SERVICES

3RD STREET STREETScape AND MOBILITY IMPROVEMENTS PROJECT

PROPOSALS DUE: FEBRUARY 28, 2024 by 3 P.M. local time

February 11, 2024

Dear Proposer:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) will accept submissions about qualifications to perform Construction Manager / General Contractor (CM/GC) services for its 3rd Street Streetscape Improvements Project between Jefferson Street and Grove Street. Proposers must be licensed in Idaho with both construction manager and public works contractor licenses.

CCDC seeks to hire a CM/GC to deliver a complex, multi-layer public works improvements project in the River Myrtle Old Boise Urban Renewal District. This project will incorporate construction of streetscape improvements, road intersection adjustments, coordination with utility providers, stormwater modifications and pavement reconstruction in the public right-of-way including unique features such as bulbed out corners, a raised intersection, street furnishings, historic streetlights, suspended pavement systems (green storm water infrastructure), and utility infrastructure upgrades (i.e. undergrounding of existing overhead utility lines).

Proposals must be delivered **electronically** prior to **3:00 p.m. local time on February 28, 2024** at this email address: bids@ccdcb Boise.com. Proposals will be evaluated on the basis of qualifications as specified in this Request for Qualifications (RFQ). A selection committee will evaluate each of the proposals and may choose to conduct interviews with one or more of the Proposers.

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

A Pre-Proposal Meeting will be held via ZOOM on February 20, 2024, at 1:30 p.m. Attendance is strongly recommended but not required. Information about the Pre-Proposal Meeting is provided in Section 4.1 of this document.

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



Kathy Wanner
Contracts Manager



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

INSTRUCTIONS TO PROPOSERS

1.1 Proposal Information

Please follow these instructions for submitting a proposal.

PROPOSAL DEADLINE is 3:00 p.m. local time, February 28, 2024

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

Please include this subject line on the email:

“RFQ SUBMITTAL: CM/GC SERVICES – 3RD STREET STREETSCAPE & MOBILITY IMPROVEMENTS”

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

PROJECT INFORMATION

2.1 Background

CCDC plans to make streetscape improvements and road intersection adjustments to 3rd Street between Jefferson and Front Streets and on Main Street between 4th and 2nd Streets to improve safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles.

3rd Street is an important north/south bicycle corridor, the project will improve the consistency and safety of sharrows bicycle facilities, adding cycling amenities, and updating pavement markings and signage where needed.

The Main Street roadway will be narrowed to create a balance between travel lanes, parking, and sidewalks as well as providing a safer crossing of Main Street.

Pedestrian crossing distances will be shortened at intersections by extending the curb into the parking lane to create bulb outs. New historic streetlights, accessible ramps, and other features will be provided to ensure safe crossings for all ages and abilities.

CCDC has hired Jensen Belts Associates as its Design Professional of Record for the project. Jensen-Belts Associates in coordination with QRS Consulting and Musgrove Engineering, has met with public agencies and stakeholders to coordinate the design and will be submitting for Design Review by February 9 to gain approval. The design team will be working closely with the CM/GC during pre-construction and construction phases.

2.2 Project Budget

CCDC has budgeted approximately \$2.5M for CM/GC Pre-Construction Services and Construction of the improvements listed in this document (i.e. excludes consultant design costs and anticipated utility relocation costs associated with undergrounding overhead power and telecommunication lines).

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

2.3 Contemplated Improvements

The following summarizes the improvements to be delivered by the CM/GC, potentially through multiple bid packages. Please see Exhibit D for schematic drawings of these improvements.

The project will include construction of Neighborhood Streetscape type improvements including areas of new curb and gutter, drive approaches, street trees and tree lawn, sidewalks, historic streetlights, and furnishings such as bike racks. These improvements will take place on 3rd Street between Jefferson and Main Streets.

The project will include construction of Urban Concrete Streetscape type improvements including new curb and gutter, drive approaches, street trees, sidewalks, and furnishings such as bike racks on the south side of Main Street between 4th Street and 2nd Street and on 3rd Street from Main Street to Grove Street to help complete the streetscape network in the area. The streetscapes are to be designed and constructed in accordance with the *Boise City Streetscape Standards*.

The project will provide adjustments to existing intersections to accommodate new bulbed out corners and pedestrian ramps to improve safety. These adjustments will occur along 3rd Street at intersections of Jefferson, Bannock, Idaho, Main and Grove Streets.

The project will provide a tabletop intersection at Grove and 3rd Streets. This intersection will help with traffic calming as well as reinforce the connection between streetscape improvements on Grove St. from 6th Street to 3rd Street and a multi-use pathway which will connect the East End neighborhood to downtown Boise on the Grove Street alignment.

The project will provide new PROWAG parking spaces on Main Street as well as 3rd Street in accordance with ADAAG standards.

An overhead power and telecommunications undergrounding project is being contemplated as part of the construction scope by CCDC. The CM/GC will need to account for and coordinate with Idaho Power Company per CCDC direction.

2.3 Project Schedule

The anticipated project schedule is shown in Exhibit C. The schedule is included to provide an idea of the timeframe in which project milestones are expected to be completed as well as a non-negotiable completion date. Interim deadlines are tentative and can be adjusted to fit realities of workflow and adjacent area construction schedules. The schedule contemplates that winter construction will be mandatory to meet the project deadline. The completion date is

based on the **hard deadline** of the RMOB district closing in September 2025. The project construction, invoicing and closeout **must be completed prior to the hard deadline**.

2.4 CM/GC Scope of Services

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

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

- Work with CCDC staff and the design team to review the project and visit the work areas to become familiar with the project;
- Work cooperatively with other agencies including the City of Boise and ACHD, as well as owners of adjacent properties;
- Review draft design drawings and specifications at milestones to identify clarity and constructability issues;
- Provide cost estimates at DR, DD and 95% CD milestones, and as otherwise needed;
- Work with CCDC staff and the design team to value engineer the design and reconcile budget overruns as needed;
- Research and coordinate with specialty contractors and vendors on specialized items;
- Work with staff to refine the project schedule and define the logistics plans;
- Procure long-lead time material items such as specialty site furnishings, historic streetlights, and other specialty items as required.
- Develop pedestrian and bicycle temporary traffic control plans;
- Develop and obtain trade contract scopes and other contract documents;
- Coordinate with relevant utility companies and their contractors regarding undergrounding of overhead utilities;
- Obtain competitive bids for all the work, materials, and equipment; conduct pre-bid meetings and site tours;
- Work with CCDC staff and the design team to address questions during bidding, issue addendums, and publicly open bids;
- Work with CCDC staff to derive and negotiate project Guaranteed Maximum Price.

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

Construction Phase Services:

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
 - Manage the construction process including coordination, planning, trade contractor management, submittals management, and requests for information;
 - Coordinate with the CCDC's project manager and design team;
 - Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, et cetera.

- Manage accounting of multiple project scopes and funding sources as requested by CCDC
- Review and negotiate change orders, coordinate safety programs, resolve issues and claims;
- Conduct and coordinate inspections, review and pay trade invoices, update construction schedules;
- Conduct coordination meetings; and
- Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections.
- Obtain permission from and coordinate access with public and private property owners affected by the construction activity.

2.5 Special Instructions

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

GENERAL CONDITIONS

3.1 Intent of RFQ

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

3.2 Reserved Rights

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

3.3 Public Records

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

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

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

3.4 Insurance

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

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000) on an occurrence basis (not a claims-made basis).
- c. Comprehensive Automobile Liability coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence for owned, non-owned, and hired vehicles.
- d. Excess Liability (Umbrella) with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence.
- e. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, for all of the company's employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.
- f. Cyber Liability Insurance: CM/GC shall maintain throughout the term of this Agreement Cyber liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CM/GC in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3.5 Bonding

As the General Contractor, the CM/GC must have the capability to bond for 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that the entire project bids, the overall GMPs for the work are established, and the bond is

delivered to CCDC. **The Proposer shall indicate within their proposal that they certify that they have the bonding capacity to meet the requirements of this RFQ.**

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

3.6 Taxes

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

3.7 Legal Residency Requirement

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

3.8 Dual-Capacity License Requirements

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

SUBMISSION, EVALUATION, AND SELECTION

4.1 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on ZOOM on February 20, 2024, at 1:30 p.m. The design team will be in attendance to explain the project and answer questions. Attendance by Proposers is strongly recommended, but not required.

Join Zoom Meeting

<https://ccdcb Boise.zoom.us/j/86016620675?pwd=I35HRIngY5a3FjQmLlbR5HqZLPhpV2.1>

Meeting ID: 860 1662 0675

Passcode: 419021

One tap mobile

+12532158782,,86016620675#,,,,*419021# US (Tacoma)

+13462487799,,86016620675#,,,,*419021# US (Houston)

4.2 Required Submission Materials and Format

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

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

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

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

4.3 Addenda

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

4.4 Scoring

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

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

RFQ Submittal Cover Sheet (Exhibit A) 0 Points

RFQ Waiver and Release (Exhibit B) 0 Points

Signed Cover Letter (Limit 1 page) 5 Points

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

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

a. Company Profile: 15 Points

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

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

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

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

c. Relevant Experience and Past Performance: 20 Points

Describe five (5) projects similar in scope, complexity and budget to this project that the company has completed within the last 10 years. Projects including intersection reconstruction, green stormwater infrastructure, bicycle facilities, pavement reconstruction, utility undergrounding and downtown Neighborhood and Urban Concrete Type Streetscape Improvements are of particular interest. Please focus on company experience. Do not include individual experience for projects performed while individuals were employed by other companies.

Provide the following key information for each noted project:

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

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

i. Project Approach

Provide a brief narrative describing the Proposer's approach to this work and project management control systems that will be used on this project to achieve efficiency, schedule adherence, and budget certainty. The description should include coordinating adjacent utility work with third party contractors not contractually tied to the project.

ii. Work Plan, including Schedule

Provide a preliminary baseline schedule showing the Proposer's proposed phasing, sequencing of work, durations, and options to be considered by CCDCC that provides value and minimizes adverse impacts to the public and adjacent businesses and property owners. The baseline schedule should assume the current schedule outlined in Section 2.3 as a starting point for planning. The schedule must ensure that construction is substantially complete by **June 30, 2025**. Include required winter work to achieve the mandatory completion date and ideas to expedite the schedule.

iii. Conduct of Construction

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

e. Project Management : 15 Points

i. Preconstruction Services

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

ii. Budget Control/Value Engineering

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

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

iii. Scheduling

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

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

There is construction work contemplated on Capitol Boulevard, 5th, 6th and 8th Streets which will likely coincide with the construction phase of 3rd Street. Describe your approach to construction to minimize disruption in the greater downtown area.

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

4.5 Evaluation of Proposer

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

4.6 Qualification-Based Selection

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

4.7 Modification or Withdrawal of Proposal

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

4.8 QUESTIONS

Any questions, clarifications or objections must be received no later than 3:00 pm February 22, 2024

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

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Project Timeline
- D: Project Schematic Drawings

EXHIBIT A

**RFQ: CM/GC SERVICES – 3RD STREET STREETSCAPE
AND MOBILITY IMPROVEMENTS
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

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

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

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

SIGNATURE: X _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

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

EXHIBIT B

REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

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

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

Proposer's Signature: **X** _____

Print Name: _____

Print Title: _____

Name of Firm: _____

Date: _____

3rd Street Streetscape & Mobility Improvements

Exhibit C – Anticipated Project Schedule

Schematic Design	4 months
Schematic Design Package	October – January 2024
Stakeholder engagement	January 2024
Design Review and Approval	2 months
Prepare final documents	February
• CMGC RFQ & Selection	February – March
Design Review Submittal/Approval	
CCDC Board.....	March 12, 2024
Authorize Design Development – CA Contract	
CMGC Selection Approval	
• CMGC cost estimate	
Design Development (60% set).....	2 months
Design Development	March - April
• CMGC cost estimate	April
Construction Documents	2 months
Construction drawings 95%	May - June
• CMGC cost estimate	June
ACHD / City of Boise Permit Review and Approval	2 months
Plan Review	June / July
100% CD's	August 2024
Bidding	2 months
Bidding & Award	August – September
CMGC Construction Contract GMP1	

Construction

9 Months

Construction

Oct. 2024 – June 2025

Substantial Completion

June 30, 2025

Project Closeout

1 Month

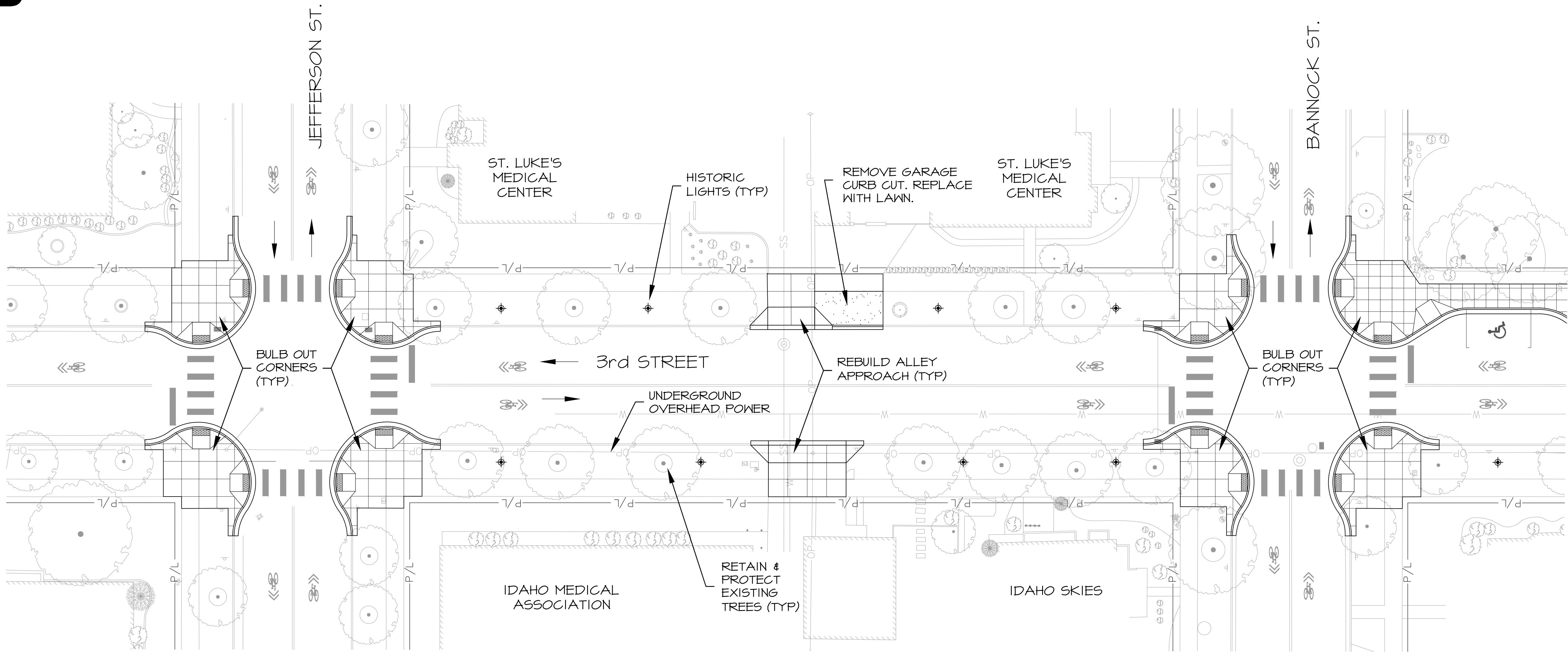
Punch List / Closeout

July 2025

RMOB Urban Renewal District Sunset

September 30, 2025

EXHIBIT D



1 3rd ST. BLOCK PLAN: JEFFERSON to BANNOCK
L1.1 SCALE : 1" = 20'

GENERAL NOTES :

- 1. STREETScape WILL CONFORM WITH THE BOISE CITY DOWNTOWN STREETScape STANDARDS & SPECIFICATION MANUAL.
- 2. OVERHEAD POWER TO BE RELOCATED UNDERGROUND ON THE WEST SIDE OF 3RD ST. FROM JEFFERSON TO HALF-BLOCK SOUTH OF GROVE ST.
- 3. STREET TREES SHALL BE IRRIGATED WITH AN AUTOMATIC, UNDERGROUND DRIP SYSTEM.
- 4. MODULAR SUSPENDED PAVING SYSTEM (SILVA CELLS) TO BE INSTALLED SUBSURFACE BELOW CONCRETE SIDEWALK WHERE STREET TREES ARE PLANTED IN TREE GRATES. AIM TO INCREASE SOIL VOLUMES TO SUPPORT LARGE, HEALTHY TREE GROWTH AND STORMWATER COLLECTION DURING RAIN EVENT (IF APPLICABLE DUE TO ADJACENT BUILDING BASEMENT CONDITIONS).
- 5. ALL EXISTING TREES TO BE RETAINED AND PROTECTED DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.

EXISTING AND PROPOSED STREET TREES :

NEW STREET TREES WILL BE PLANTED IN PARK STRIP AND TREE WELLS WITH GRATES (WITH SUBSURFACE SILVA CELLS) ON 3RD ST. AND MAIN ST. AS FOLLOWS:

3RD ST. - JEFFERSON TO BANNOCK ST.
ALL EXISTING STREET TREES ON EAST & WEST TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
NO NEW STREET TREES PROPOSED.

3RD ST. - BANNOCK TO IDAHO ST.
ALL EXISTING STREET TREES ON EAST & WEST TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
THREE (3) PROPOSED STREET TREES IN WELLS WITH GRATES (EAST SIDE)
3 - PACIFIC SUNSET MAPLE ACER TRUNCATUM x A. PLAT 'WARRENRED' 2 1/2" CAL B&B

EXISTING AND PROPOSED STREET TREES (CONT.):

3RD ST. - IDAHO TO MAIN ST.
ALL EXISTING STREET TREES ON EAST SIDE TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
TWO (2) EXISTING STREET TREES ON THE WEST SIDE TO BE RETAINED AND PROTECTED DURING CONSTRUCTION. ONE (1) HAWTHORN TREE IN POOR CONDITION TO BE REMOVED AND REPLACED.
ONE (1) PROPOSED STREET TREE IN LAWN STRIP (WEST SIDE)
1 - PACIFIC SUNSET MAPLE ACER TRUNCATUM x A. PLAT 'WARRENRED' 2 1/2" CAL B&B

3RD ST. - MAIN TO HALF-BLOCK SOUTH OF GROVE ST.
ALL EXISTING STREET TREES ON WEST SIDE (SOUTH OF GROVE) TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
FIFTEEN (15) PROPOSED STREET TREES IN WELLS WITH GRATES (EAST & WEST SIDES)
15 - IMPERIAL HONEYLOCUST GLEDITSIA TRIACANTHOS 'IMPCOLE' 2 1/2" CAL B&B

MAIN ST. - 4TH TO 2ND ST.
ALL EXISTING STREET TREES ON NORTH SIDE TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
THERE ARE NO EXISTING STREET TREES IN THE ROW ON SOUTH SIDE. TWO (2) TREES WITHIN THE 219 MAIN ST. PARKING LOT TO BE REMOVED AND REPLACED WITH THE PARKING LOT RECONFIGURATION.
TEN (10) PROPOSED STREET TREES IN WELLS WITH GRATES (SOUTH SIDE OF MAIN ST.)
THREE (3) PROPOSED STREET TREES WITHIN PARKING LOT PLANTING STRIP
13 - EMERALD SUNSHINE ELM ULMUS PROINQUA 'JFS-BLEBERICH' 2 1/2" CAL B&B

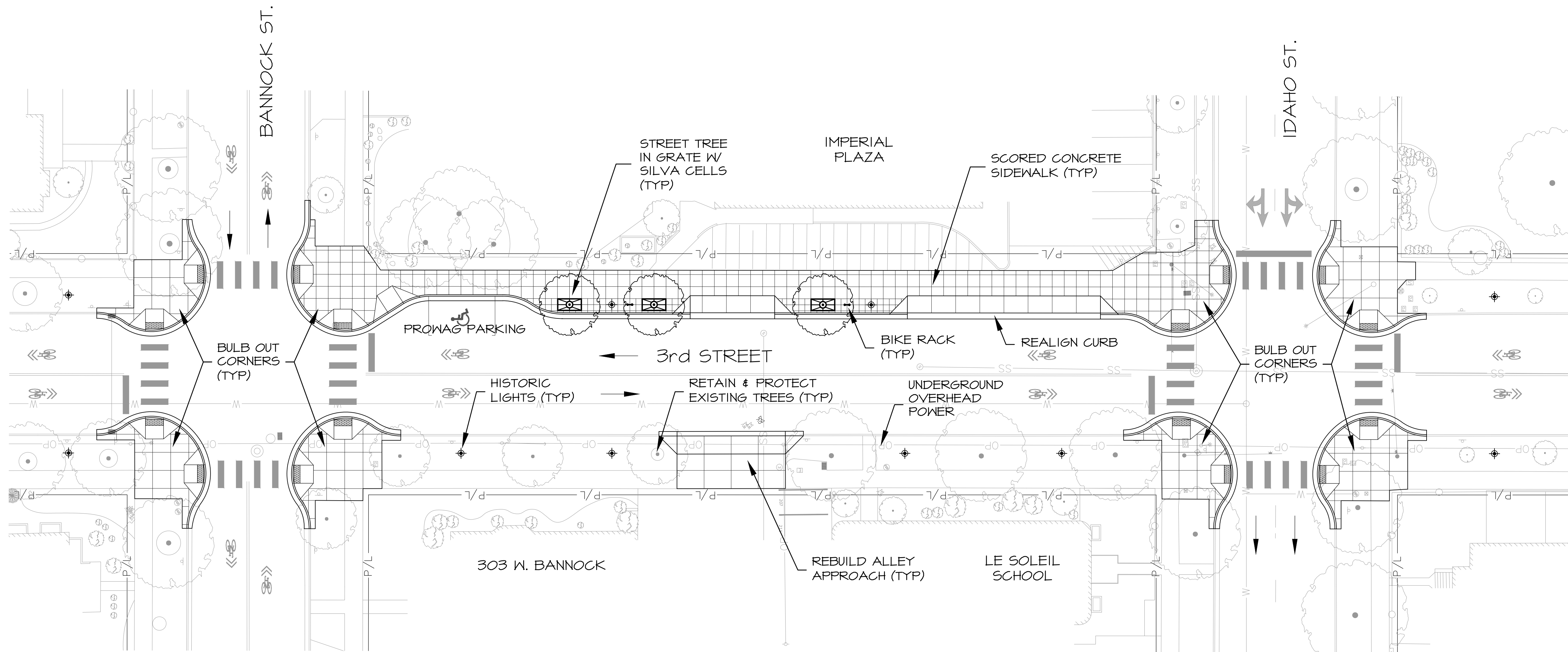
3rd STREET - JEFFERSON ST. to FRONT ST.
Streetscape Improvement Project

L1.1 3rd ST. - BLOCK PLAN: JEFFERSON to BANNOCK
of 5 SCALE: AS SHOWN

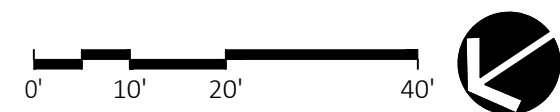
FEBRUARY 8, 2024



CITY APPROVAL STAMPS



1 3rd ST. BLOCK PLAN: BANNOCK to IDAHO
L1.2 SCALE : 1" = 20'



GENERAL NOTES :

1. STREETScape WILL CONFORM WITH THE BOISE CITY DOWNTOWN STREETScape STANDARDS & SPECIFICATION MANUAL.
2. OVERHEAD POWER TO BE RELOCATED UNDERGROUND ON THE WEST SIDE OF 3RD ST. FROM JEFFERSON TO HALF-BLOCK SOUTH OF GROVE ST.
3. STREET TREES SHALL BE IRRIGATED WITH AN AUTOMATIC, UNDERGROUND DRIP SYSTEM.
4. MODULAR SUSPENDED PAVING SYSTEM (SILVA CELLS) TO BE INSTALLED SUBSURFACE BELOW CONCRETE SIDEWALK WHERE STREET TREES ARE PLANTED IN TREE GRATES. AIM TO INCREASE SOIL VOLUMES TO SUPPORT LARGE, HEALTHY TREE GROWTH AND STORMWATER COLLECTION DURING RAIN EVENT (IF APPLICABLE DUE TO ADJACENT BUILDING BASEMENT CONDITIONS).
5. ALL EXISTING TREES TO BE RETAINED AND PROTECTED DURING CONSTRUCTION, UNLESS OTHERWISE NOTED.

EXISTING AND PROPOSED STREET TREES :

NEW STREET TREES WILL BE PLANTED IN PARK STRIP AND TREE WELLS WITH GRATES (WITH SUBSURFACE SILVA CELLS) ON 3RD ST. AND MAIN ST. AS FOLLOWS:

3RD ST. - JEFFERSON TO BANNOCK ST.
ALL EXISTING STREET TREES ON EAST & WEST TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
NO NEW STREET TREES PROPOSED.

3RD ST. - BANNOCK TO IDAHO ST.
ALL EXISTING STREET TREES ON EAST & WEST TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
THREE (3) PROPOSED STREET TREES IN WELLS WITH GRATES (EAST SIDE)
3 - PACIFIC SUNSET MAPLE ACER TRUNCATUM x A. PLAT 'WARRENRED' 2 1/2" CAL B&B

EXISTING AND PROPOSED STREET TREES (CONT.):

3RD ST. - IDAHO TO MAIN ST.
ALL EXISTING STREET TREES ON EAST SIDE TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
TWO (2) EXISTING STREET TREES ON THE WEST SIDE TO BE RETAINED AND PROTECTED DURING CONSTRUCTION. ONE (1) HAWTHORN TREE IN POOR CONDITION TO BE REMOVED AND REPLACED.
ONE (1) PROPOSED STREET TREE IN LAWN STRIP (WEST SIDE)
1 - PACIFIC SUNSET MAPLE ACER TRUNCATUM x A. PLAT 'WARRENRED' 2 1/2" CAL B&B

3RD ST. - MAIN TO HALF-BLOCK SOUTH OF GROVE ST.
ALL EXISTING STREET TREES ON WEST SIDE (SOUTH OF GROVE) TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
FIFTEEN (15) PROPOSED STREET TREES IN WELLS WITH GRATES (EAST & WEST SIDES)
15 - IMPERIAL HONEYLOCUST GLEDITSIA TRIACANTHOS 'IMPCOLE' 2 1/2" CAL B&B

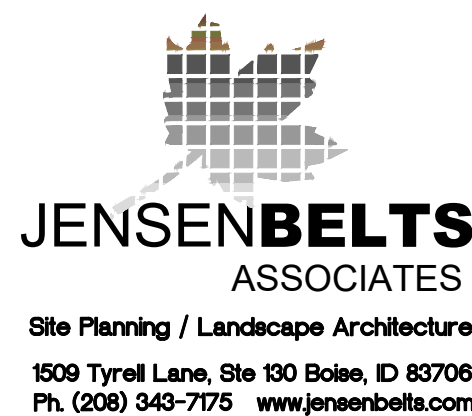
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13 - EMERALD SUNSHINE ELM ULMUS PROINQUA 'JFS-BLEBERICH' 2 1/2" CAL B&B

3rd STREET - JEFFERSON ST. to FRONT ST.
Streetscape Improvement Project

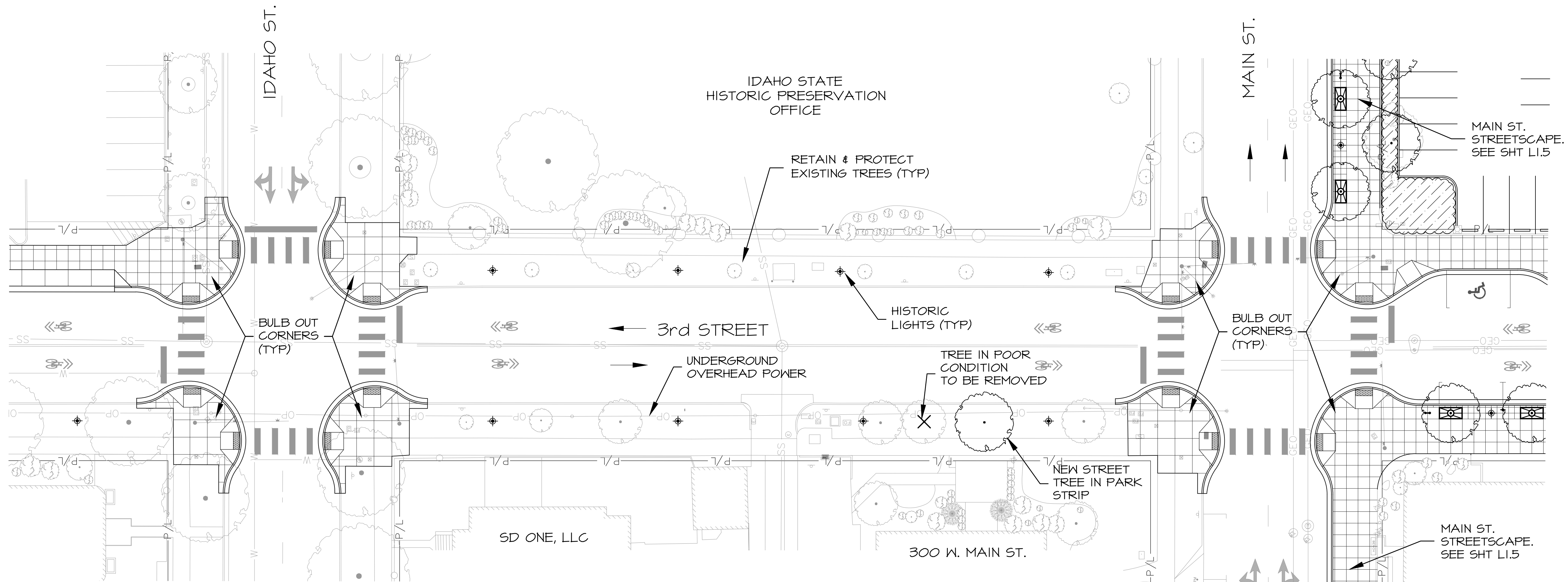
L1.2 3rd ST. - BLOCK PLAN: BANNOCK to IDAHO
of 5

SCALE: AS SHOWN

FEBRUARY 8, 2024



CITY APPROVAL STAMPS



1 3rd ST. BLOCK PLAN: IDAHO to MAIN
L1.3 SCALE : 1" = 20'

GENERAL NOTES :

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3 - PACIFIC SUNSET MAPLE ACER TRUNCATUM x A. PLAT 'WARRENRED' 2 1/2" CAL B&B

EXISTING AND PROPOSED STREET TREES (CONT.):

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ALL EXISTING STREET TREES ON EAST SIDE TO BE RETAINED AND PROTECTED DURING CONSTRUCTION.
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3rd STREET - JEFFERSON ST. to FRONT ST.
Streetscape Improvement Project

L1.3
of 5

3rd ST. - BLOCK PLAN: IDAHO to MAIN

SCALE: AS SHOWN

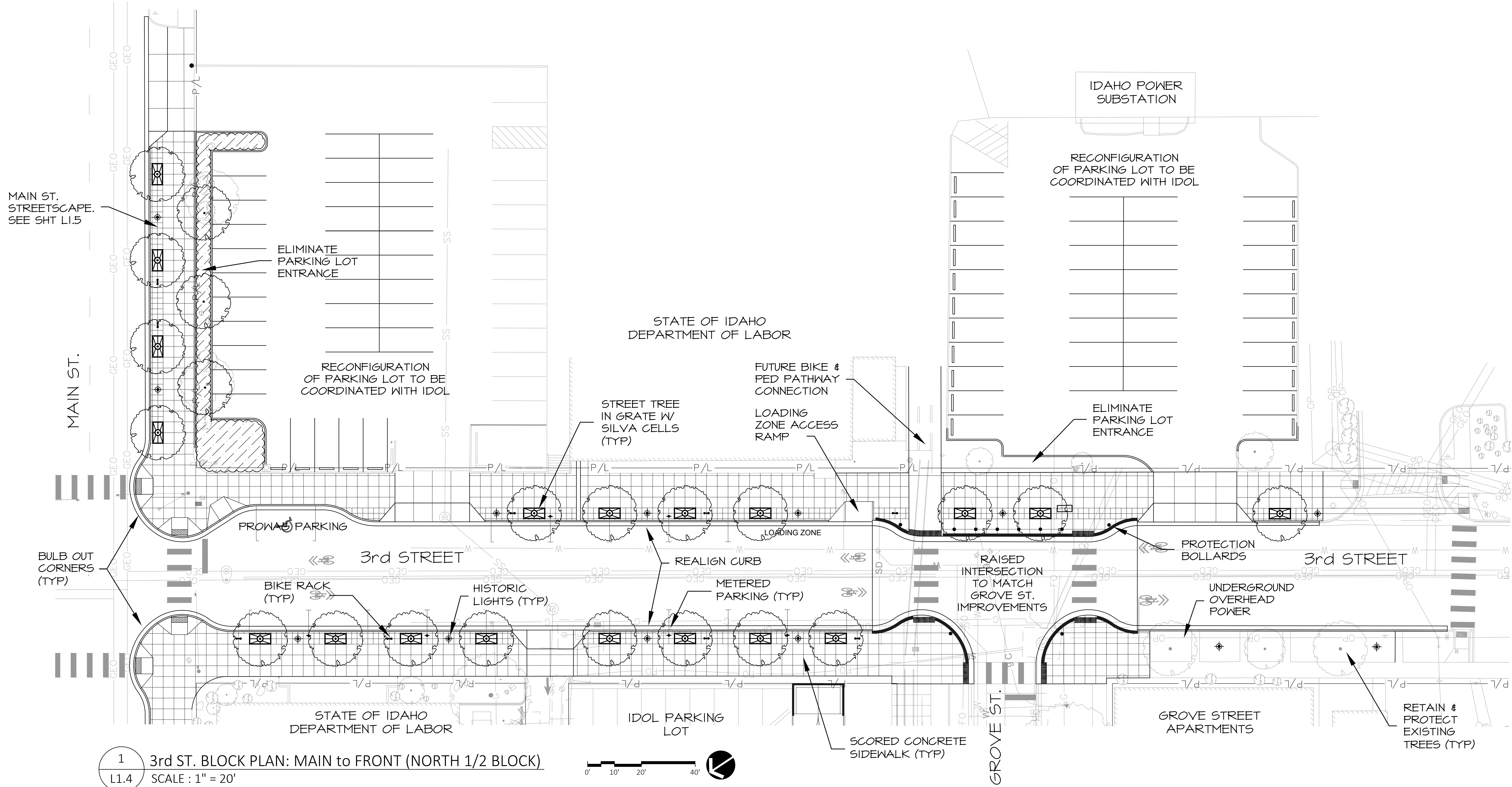
FEBRUARY 8, 2024

**JENSENBELTS**
ASSOCIATES

Site Planning / Landscape Architecture
1509 Tyrell Lane, Ste 130 Boise, ID 83706
Ph. (208) 343-7175 www.jensenbelts.com



CITY APPROVAL STAMPS



1
L1.4 3rd ST. BLOCK PLAN: MAIN to FRONT (NORTH 1/2 BLOCK)
SCALE : 1" = 20'

GENERAL NOTES :

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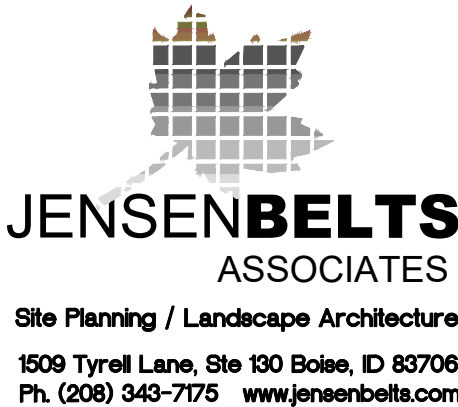
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3rd STREET - JEFFERSON ST. to FRONT ST.
Streetscape Improvement Project

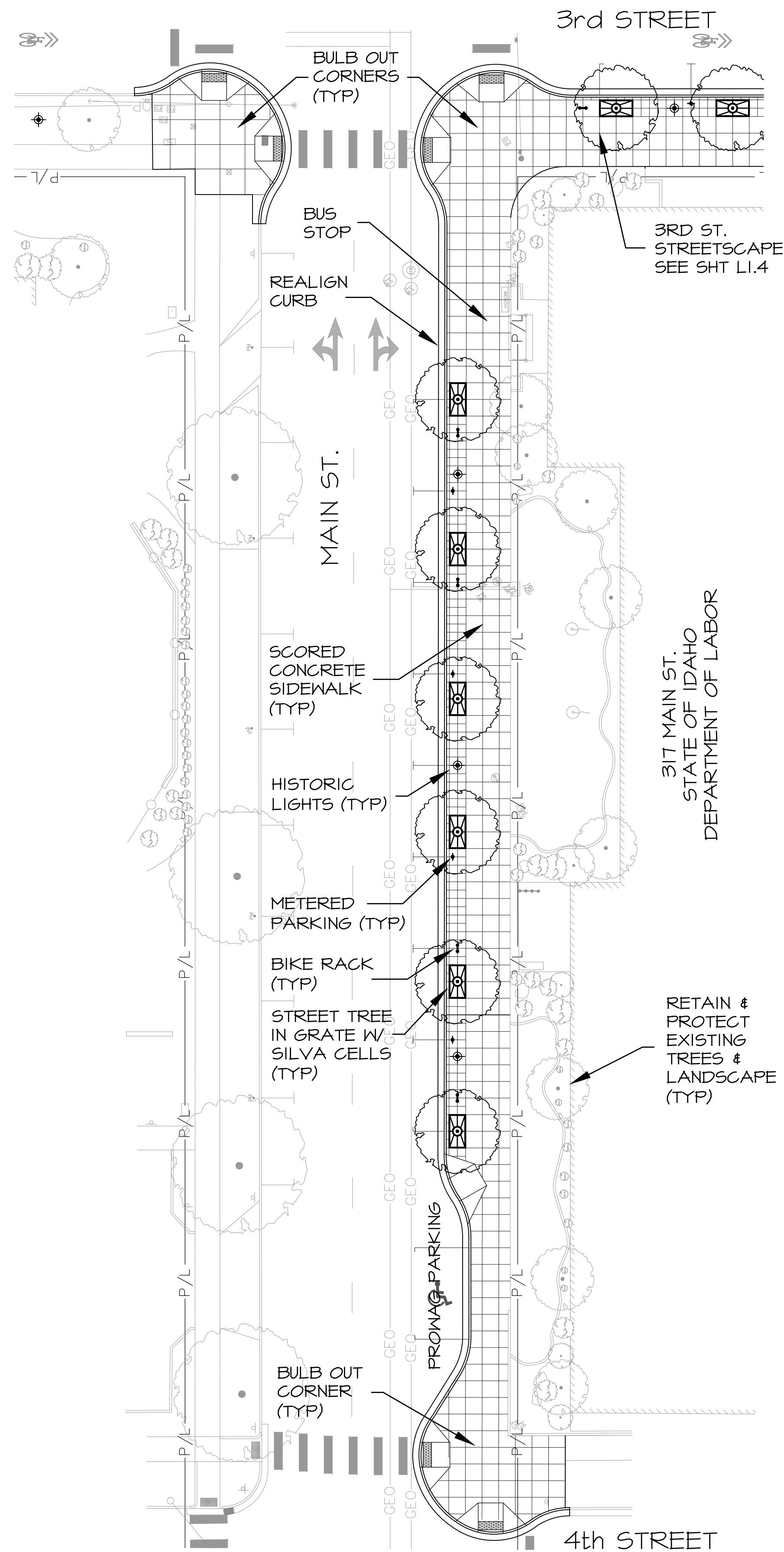
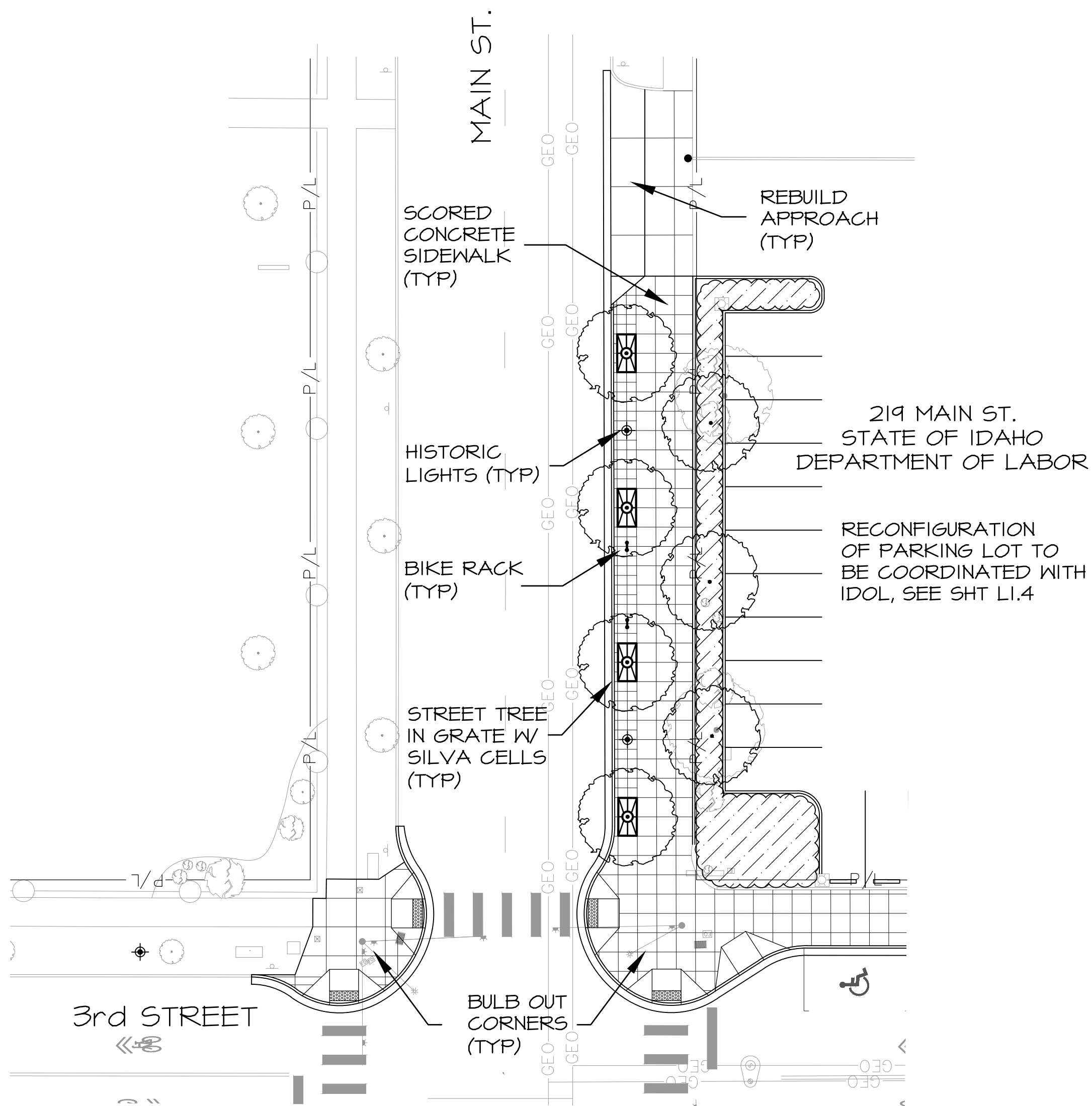
L1.4
of 5 3rd ST. - BLOCK PLAN: MAIN to FRONT

SCALE: AS SHOWN

FEBRUARY 8, 2024



CITY APPROVAL STAMPS



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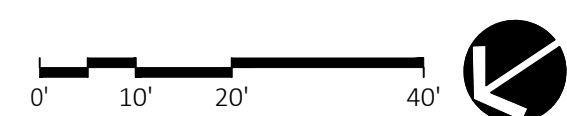
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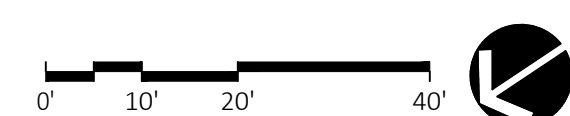
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1
L1.5 MAIN ST. BLOCK PLAN: 2nd (WEST 1/3 BLOCK) to 3rd ST.
SCALE : 1" = 20'



2
L1.5 MAIN ST. BLOCK PLAN: 3rd to 4th ST.
SCALE : 1" = 20'

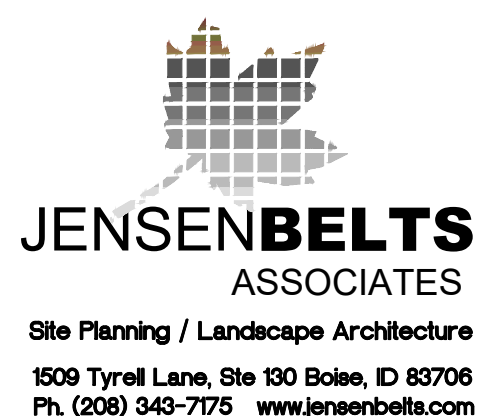


3rd STREET - JEFFERSON ST. to FRONT ST.
Streetscape Improvement Project

L1.5
of 5 MAIN ST. - BLOCK PLAN: 2nd to 4th ST.

SCALE: AS SHOWN

FEBRUARY 8, 2024



CITY APPROVAL STAMPS

ATTACHMENT C
FINAL EVALUATION TALLY



FINAL TALLY

RFQ: CM/GC 3RD STREET STREETSCAPES AND MOBILITY IMPROVEMENTS

		Guho Corp	McAlvain
Category		Points	Points
Cover Sheet	0	0	0
Waiver/Release	0	0	0
Signed Cover Letter	5		
	Member #1	5	5
	Member #2	5	4
	Member #3	5	5
Company Profile	15		
	Member #1	10	13
	Member #2	12	14
	Member #3	10	12
Proposed CMGC Project Team	20		
	Member #1	20	15
	Member #2	20	15
	Member #3	18	14
Relevant Experience Past Performance	20		
	Member #1	20	17
	Member #2	20	15
	Member #3	18	15
272-248	25		
	Member #1	25	24
	Member #2	20	24
	Member #3	22	20
Project Management	15		
	Member #1	14	12
	Member #2	14	12
	Member #3	14	12
Total Points	300	272	248
Rank		1	2



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AGENDA BILL

Agenda Subject: Prequalification of Contractors for 17th Street Interim Streetscape Improvements Project		Date: March 11, 2024
Staff Contact: Kassi Brown, Project Manager Kathy Wanner, Contracts Manager	Attachments: A. Location Map B. Resolution 1864 C. RFQ issued February 16, 2024	
Action Requested: Adopt Resolution 1864 selecting prequalified contractors for the 17th Street Interim Streetscape Improvements Project.		

Background:

In 2021, the Agency completed the 17th Street Reinvestment Study to evaluate and prioritize public infrastructure investment within the 17th Street neighborhood and Shoreline Urban Renewal District. Findings of the study identified 17th Street as a priority corridor to improve public safety through street improvements and activated neighborhood standards.

The 17th Street Interim Streetscape Improvements Project will include pedestrian improvements to address the current gaps in sidewalk, replace non-ADA compliant pedestrian ramps, 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.

Request for Qualification Process:

The Agency has found it desirable for public works contractors to have experience in constructing certain Agency projects. Equally important is a demonstrated ability to handle complex logistics and site conditions in an urban setting, sufficient resources to keep the project moving quickly, sound record keeping and safety protocols (job site related and internal practices related to cyber security protection), and sensitivity to community relations.

To accomplish those goals, the Agency utilizes Idaho Code § 67-2805(2)(b) which provides for a two-stage process for procuring public works construction valued in excess of \$200,000:

- Stage 1: Agencies can examine preliminary supplemental qualifications such as experience constructing similar facilities and overall performance history to prequalify licensed public works contractors prior to a competitive bidding process.

- Stage 2: Invite bids from only licensed public works contractors that have been prequalified at Stage 1.

The Agency's Request for Qualifications (RFQ) for the Project was issued on February 16, 2024. Legal notice was published in the *Idaho Statesman* on February 16 and 23, 2024. In an effort to receive as many qualification packages as possible a notice was also emailed to sixteen (16) public works contractors.

One contractor, LaRiviere, Inc., responded to the RFQ by the 12:00 p.m., March 1, 2024, deadline.

Contractor Licensing

Review of the contractor's licensing information revealed that they are properly licensed to perform the work with the necessary Type 2 Highway Construction license.

Reviewing the Prequalification Standards

In addition to simple licensing and company information, the RFQ (see Attachment C) requested information on the following prequalification standards:

- Experience constructing similar public works facilities in an Ada County downtown environment.
- Overall performance history.
- Protocols related to record keeping and safety protocols (job site related and internal office practices related to cyber security protection).

A three-member evaluation team reviewed the SOQ and found that LaRiviere, Inc. met the prequalification standards.

Fiscal Notes:

The Agency's FY2024 budget includes sufficient funding for this project.

Staff Recommendation:

Staff recommends that the Agency Board adopt Resolution 1864 prequalifying LaRiviere, Inc. as eligible to submit a bid for the 17th Street Interim Streetscape Improvements Project.

Suggested Motion:

I move to adopt Resolution 1864 prequalifying LaRiviere, Inc. as eligible to submit a bid for the 17th Street Interim Streetscape Improvements Project.

Attachment A – Location Map



ATTACHMENT B
RESOLUTION 1864

RESOLUTION NO. 1864

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, PREQUALIFYING LA RIVIERE, INC. AS ELIGIBLE TO SUBMIT A BID FOR THE 17TH STREET INTERIM STREETScape IMPROVEMENTS PROJECT; 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, Idaho Code § 67-2805(2)(b) provides for a two-stage process for procurement of public works construction, which includes:

- Stage 1: Allows public agencies to establish preliminary supplemental qualifications for purposes of prequalifying licensed public works contractors prior to a competitive bidding process, and,
- Stage 2: Invites bids from only licensed public works contractors that have been prequalified at Stage 1; and,

WHEREAS, Idaho Code § 67-2805(2)(b) allows a political jurisdiction to examine a public works contractor's qualifications related to:

- Demonstrated technical competence
- Experience constructing similar facilities
- Prior experience with the political subdivision
- Availability of resources, equipment, and personnel
- Overall performance history; and,

WHEREAS, the Agency issued a Request for Qualifications ("RFQ") from licensed public works contractors for the 17th Street Interim Streetscape Improvements on February 16, 2024, and published notice of the RFQ in the *Idaho Statesman* newspaper on February 16 and 23, 2024; and,

WHEREAS, the deadline for submitting a signed Statement of Qualifications and Required Waiver & Release Form (collectively, the "SOQ") was March 1, 2024, at 12:00 p.m.; and,

WHEREAS, one (1) construction company, LaRiviere, Inc., provided its SOQ by the March 1, 2024, deadline; and,

WHEREAS, the Agency examined the SOQ and evaluated it according to the prequalification standards outlined in the RFQ; and,

WHEREAS, the Agency found LaRiviere, Inc. provided information that was deemed sufficient to meet the prequalification standards set forth in the RFQ; and,

WHEREAS, the Agency recommends the Agency Board prequalify, in accordance with Idaho Code § 67-2805(2)(b), LaRiviere, Inc. as eligible to submit a bid for the 17th Street Interim Streetscape Improvements Project; and,

WHEREAS, the Agency Board finds it in the best public interest to prequalify LaRiviere, Inc. as eligible to submit a bid for the 17th Street Interim Streetscape Improvements Project.

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 and incorporated herein.

Section 2: That the Agency Board hereby finds that LaRiviere, Inc. provided sufficient information to meet the prequalification standards set forth in the RFQ for the 17th Street Interim Streetscape Improvements Project.

Section 3: That the Agency Board hereby prequalifies, in accordance with Idaho Code § 67-2805(2)(b), LaRiviere, Inc. as eligible to submit a bid for the 17th Street Interim Streetscape Improvements Project.

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 March 11, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 11, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair

ATTACHMENT C

RFQ ISSUED FEBRUARY 16, 2024



REQUEST FOR QUALIFICATIONS

PUBLIC WORKS CONTRACTORS

PRE-QUALIFICATION FOR 17th STREET INTERIM STREETSCAPE IMPROVEMENTS

BOISE, IDAHO

QUALIFICATIONS MUST BE RECEIVED BY:

12:00 P.M. (NOON) LOCAL TIME, MARCH 1, 2024

bids@ccdcboise.com

REQUEST FOR QUALIFICATIONS
Pre-Qualification for 17th Interim Streetscape Improvements Project

February 16, 2024

Capital City Development Corporation (CCDC), the urban renewal agency for the city of Boise, Idaho, will accept Statements of Qualifications from Idaho-licensed public works contractors to be pre-qualified, in accordance with Idaho Code § 67-2805(2)(b), to submit competitive bids for construction of the 17th Street Interim Streetscape Improvements Project in downtown Boise, Idaho. CCDC will prequalify bidders on the following criteria: technical competence; experience constructing similar facilities; prior experience with CCDC; available non-financial resources, equipment, and personnel; and overall performance history based upon the contractor's entire body of work. Only contractors pre-qualified through this process will be allowed to submit a bid for the public works construction project.

Licensed public works contractors seeking pre-qualification must complete and submit the pre-qualification forms provided herein.

Submission deadline is 12:00 P.M. local time, March 01, 2024.

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



Kathy Wanner
Contracts Manager



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

PART 1 – GENERAL INFORMATION

1.1 SCOPE OF WORK

The 17th Street Interim Streetscape Improvements Project includes pedestrian improvements to address the current gaps in sidewalk, replace non-ADA compliant pedestrian ramps, and install additional overhead lighting on 17th Street between Shoreline Drive and the east end of 17th Street (cul-de-sac).

All work will be in accordance with project plans and specifications (included for reference).

CCDC prefers a contractor capable of meeting the following criteria:

- Experience constructing streetscape projects within a downtown environment.
- Demonstrated experience wherein relevant projects were completed on time and within budget.
- Demonstrate ability to maintain close communication with owner, authorities having jurisdiction (“AHJ”), and stakeholders through weekly meetings, e-mail correspondence and in-person meetings.
- Demonstrated competence in record keeping and safety protocols (job site related and internal office practices related to cyber security protection).

1.2 RFQ SUBMISSION

The submission package must be submitted electronically by email to bids@ccdcboise.com

Please include this subject line on the email:

RFQ SUBMITTAL: 17th Street Interim Streetscape Improvements.

To be considered, the submission package must contain:

Exhibit A: Contractor Qualification Application and any supporting documentation.
Exhibit B: Required Waiver & Release

Exhibit A: Statements of Qualifications requires that the Respondent provide other documents containing requested information and answer all Yes / No questions found throughout. Failure to supply the requested information or complete any form may be cause to deem the submission non-responsive.

All required submittal documents must be **signed and dated** and must be submitted via email either in one PDF or a separate PDF of each required document. Electronic signatures are acceptable, provided the signed document is in PDF format and can be opened and read in Adobe Acrobat XI without the need for additional software, applications, or extensions. Scanned signatures are also acceptable. Unsigned submissions will not be accepted. Late or incomplete submissions will not be accepted. Respondent assumes full responsibility for the timely delivery of its submission of all documents by way of the email process.

Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

1.3 OBJECTIONS

Written objections to prequalification procedures must be received by CCDC at least three (3) business days before the date and time upon which submissions are due. Objections are to be in writing directed to Kathy Wanner, Contracts Manager, at kwanner@ccdcboise.com.

1.4 ADDENDA

In the event it becomes necessary to revise any part of the RFQ, written addenda will be issued. Addenda will be made available by way of the CCDC website: www.ccdcboise.com. It is the Respondent's responsibility to check for addenda prior to submitting a submission package. Respondents are requested to acknowledge all addenda in the space provided on Exhibit A. No addenda will be issued fewer than four (4) business days before the submission deadline unless the deadline is extended.

1.5 RIGHTS RESERVED

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code, and the laws for Purchasing by Political Subdivisions, Chapter 28, Title 67, Idaho Code. CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its RFQ and any minor irregularities in the submissions received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the submissions that are in the best interest of CCDC. The issuance of this RFQ and the receipt and evaluation of submissions does not obligate CCDC to take any further action relative to the RFQ. CCDC may in its discretion cancel this process at any time without liability.

1.6 PUBLIC RECORDS

CCDC is a public agency. All documents in its possession are public records subject to disclosure under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code, and will be available for inspection and copying by any person after the RFQ process is complete.

If any Respondent claims any part of its submission is exempt from disclosure under the Idaho Public Records Act, Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire submission as "Confidential" is not in accordance with the Idaho Public Records Act and will not be honored. CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a designation of nondisclosure. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC's refusal to disclose such materials. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

END OF PART 1

PART 2 – QUALIFICATION INFORMATION

2.1 BASIS FOR SELECTION AND PRE-QUALIFICATION

In accordance with Idaho Code § 67-2805(2)(b), this Request for Qualifications will be evaluated based upon demonstrated technical competence, experience constructing similar facilities, prior experience with CCDC and other government entities, available nonfinancial resources, equipment and personnel related to the project, and the overall performance history of the contractor being considered.

The Contractor Qualification Application is composed of three distinct sections.

- The first section consists of general information about the contractor, including licensing and contact information.
- The second section is considered "Minimum Requirements" for a contractor to be considered qualified. Only contractors able to meet these requirements will be considered qualified to bid.
- The third section includes questions that the Agency will use to further evaluate the Contractor's qualifications based on past performance relative to quality of work, schedule and budget compliance, safety, cyber security protocols, and dispute history.

The following can result in a contractor being found not qualified:

1. Failure to meet the "Minimum Requirements";
2. Failure to sign the RFQ submittal using the Signature pages provided in Exhibit B;
3. Failure to submit any material information required;
4. Deliberate submission of false information;
5. Inability to verify or contact references;
6. Any combination of substantive factors including, but not limited to, history of failure to perform in contracts, disregard of laws and regulations, inferior quality control and safety programs, and lack of or inferior quality of cyber security, which in the sole discretion of CCDC, do not meet the standards of fitness or reliability expected from those wishing to do business with CCDC; or,
7. Failure to provide a valid Idaho Public Works Contractors License.

CCDC may conduct investigations and interviews, if necessary, to determine the performance record and abilities of Respondent to perform the size and type of work to be contracted. By submitting a response to this RFQ, the Respondent is authorizing CCDC to conduct investigations and interviews as needed. CCDC reserves the right to waive irregularities in the Respondent's RFQ response, provided that the Respondent, in the sole discretion of CCDC, meets the intent of the RFQ by demonstrating that their firm and staff have the experience and capability to successfully complete this Project.

2.2 PROJECT SCHEDULE

Prequalification

Request for Qualifications issued	February 16, 2024
Last Day addenda issued, if needed	February 26, 2024
Last Day for Objections	February 27, 2024 by 3 p.m.
Qualifications Due	March 1, 2024 by 12 p.m. (noon)
Selection of Pre-Qualified Contractors	CCDC Board Meeting: March 11, 2024

Project Bidding

Invitation to Bid to Pre-Qualified Contractors	March 12, 2024 (<i>anticipated</i>)
Bids Due	March 27, 2024 (<i>anticipated</i>)
Bid Award	CCDC Board Meeting: April 8, 2024

Project Construction

Notice to Proceed	Spring 2024 (<i>anticipated</i>)
Estimated Construction Duration	90 days

END OF PART 2

EXHIBIT A

CONTRACTOR QUALIFICATION APPLICATION
(REQUIRED FOR SUBMISSION)

17TH STREET INTERIM STREETScape IMPROVEMENTS PROJECT

TO: Capital City Development Corporation
By email: bids@ccdcb Boise.com
Attn: Kathy Wanner, Contracts Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702

SECTION 1: GENERAL INFORMATION AND LICENSING

1. **Name of Company:** _____

Company Type: ____ Corporation ____ Partnership ____ Individual ____ LLC ____ Other

Business Address: _____

Telephone: _____ E-mail Address: _____

Name of current owner, CEO, or president: _____
2. **LICENSE:** Idaho Public Works Contractor License # _____

Provide a list of categories of work that your firm normally performs with its own forces.

Number of years the Company has been in business: _____

Is the Company a parent or subsidiary of another Company? ____ Yes ____ No

If yes, please explain: _____
3. **ADDENDA:** Respondent has reviewed and understands all addenda issued with this RFQ:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

SECTION 2: MINIMUM REQUIREMENTS

1. Complete and include a signed Certification and Waiver & Release (Exhibit B).
2. Does your company have the ability to bond for \$600,000?
_____ Yes _____ No
3. Does your company have cyber security protocols and technologies in place?
_____ Yes _____ No
4. To demonstrate experience and capability to perform work, the Contractor must provide one relevant project completed for a government entity within the last five (5) years. The project must relate to street and sidewalk improvements within the public right-of-way. *The project, in order to be accepted as relevant experience, must have included:*
 - Installation and/or replacement of ACHD standard streetlights.
 - Work within the ACHD right-of-way
 - Replacement and installation of curb/gutter/pedestrian ramps
 - Maintaining pedestrian paths and traffic flow during construction
 - An awarded bid value of at least \$450,000
 - Name of Government Entity and Contact information

Relevant Project Information

Please fill out the following completely. Information may be completed on a separate sheet and attached to the RFQ submittal.

Project Name: _____

Project Description: _____

Contractor's Project Manager: _____

Contractor's Superintendent: _____

Original Contract Value: _____

Change Order Amount: _____

Original Project Schedule(days): _____

Revised/Final Project Schedule (days): _____

Describe Change Orders (cost, schedule impact, and reason for change): _____

Were liquidated damages assessed or were there any claims on this project?

_____Yes _____ No

If yes, describe amounts and details. _____

Owner's Contact Information (Entity, Contact Name, Role, Phone Number, email address)

SECTION 3: PERFORMANCE INFORMATION

PROVIDE: Provide answers to the following questions; provide documents where requested.

1. Based on the attached project drawings, is your company able to complete this work within 90 days upon receiving a Notice to Proceed?
_____Yes _____ No

2. Has your company ever completed a public works construction project in a downtown environment within Ada County?
_____Yes _____ No

3. Has your firm, or any of its parent company(s) or subsidiaries, in the last five (5) years:

Had any projects with any claims requiring mediation, arbitration, litigation or other formal dispute resolution from ongoing or former projects?

_____ Yes _____ No

Had liens placed by subcontractors?

_____ Yes _____ No

Received stopwork notice from project owner or AHJ?

_____ Yes _____ No

Failed to complete a construction contract or been terminated for any reason?

_____ Yes _____ No

Received one or more citations from OSHA or any AHJ's?

_____ Yes _____ No

Had any surety company make payments on your company's behalf as a result of default, to satisfy any claims made against a performance or payment bond, in connection with any public or private construction project?

_____ Yes _____ No

4. Within the last 3 years, has your company experienced any cyber incident such as social engineering, ransomware, privacy breach, etc.?

_____ Yes _____ No

5. Does your company have cyber security liability insurance?

_____ Yes _____ No

6. Does your company have cyber security protections in place such as multi-factor authentication and phishing campaigns for employees?

_____ Yes _____ No

7. Does your company have a health and safety training program? If yes, provide a PDF copy or link to document.

_____ Yes _____ No

8. Does your company conduct safety meetings during the course of a construction project? If yes, provide a copy of the safety meeting policy and a sample agenda.

_____ Yes _____ No

If you answered "yes" to any of the questions above, provide the project, dates, circumstances, resolution and/or other pertinent details on a separate page. Provide documents requested.

END OF EXHIBIT A

EXHIBIT B

CERTIFICATION AND WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

PART I - CERTIFICATION

The undersigned Respondent declares, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting these Qualifications; that the undersigned is informed of all relevant facts surrounding the preparation and submission of these Qualifications; and that the undersigned represents and warrants that all information provided is true, accurate, and complete.

PART II – WAIVER & RELEASE

The undersigned Respondent has read this waiver and release and fully accepts Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a pre-qualification selection process in response to the Request for Qualifications (RFQ) to pre-qualify public works contractors to bid its 17th Street Interim Streetscape Improvements Project.

A. Discretion of CCDC: The Idaho-licensed public works contractor making a submission to this RFQ agrees that CCDC has the right to, unless contrary to applicable state law:

- 1) Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the RFQ;
- 2) Obtain further information from any person, entity, or group regarding the Respondent, and to ascertain the depth of Respondent's capability and experience for supplying the desired services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
- 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to pre-qualify contractors and any response by any Respondent thereto;
- 4) Accept or reject any submission received in response to the RFQ, including any submission by the undersigned; or score one proposal over another in accordance with the selection criteria; and
- 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.

B. Non-Liability of CCDC:

- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
- 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

SIGNATURE:

X

Print Name / Title:

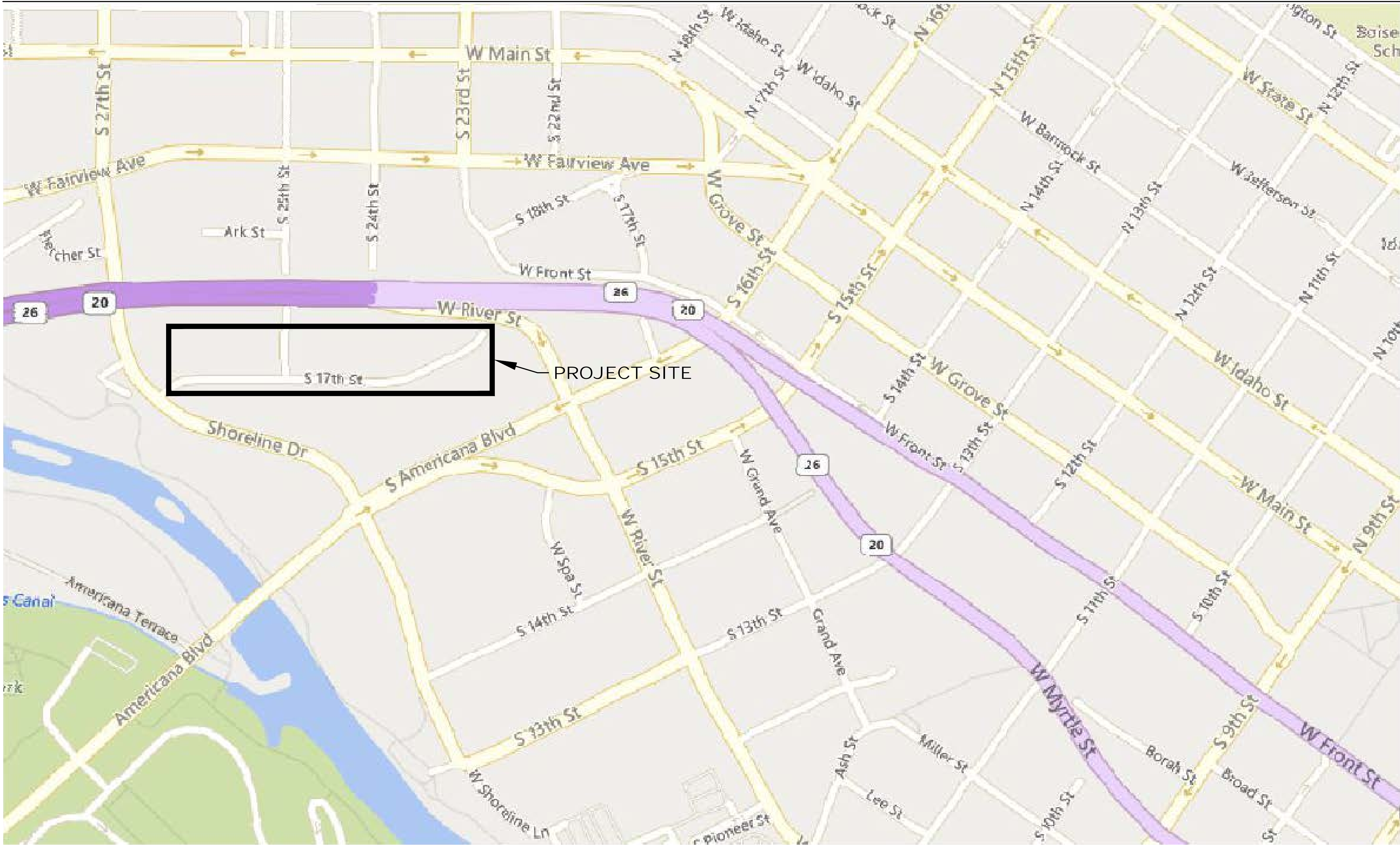
Name of Firm:

Date:

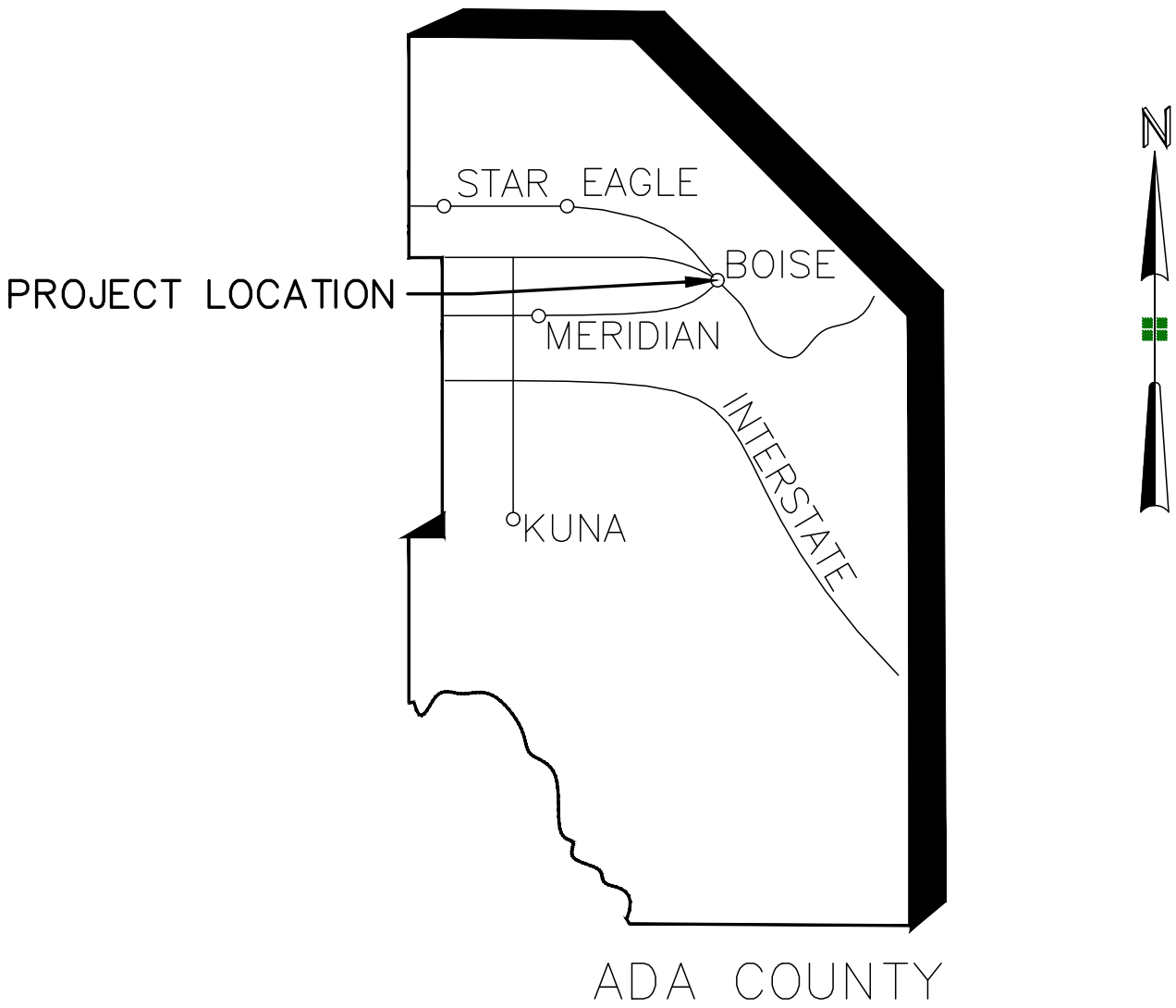
CAPITAL CITY DEVELOPMENT CORPORATION

17TH STREET IMPROVEMENTS

VICINITY MAP



LOCATION MAP



SHEETS INDEX

SHEET NO.	DESCRIPTION
C1.00	TITLE SHEET
C2.01	GENERAL INFORMATION AND NOTES
C2.02	OVERALL SITE AND SURVEY CONTROL
C3.01	DEMOLITION PLAN - PUBLIC WORKS FRONTAGE
C3.02	DEMOLITION PLAN - IDAHO POWER COMPANY FRONTAGE
C3.03	DEMOLITION PLAN - DRIVE ENTRANCE 2 AND 3
C3.04	DEMOLITION PLAN - DRIVE ENTRANCE 4 AND 5
C3.05	DEMOLITION PLAN - DRIVE ENTRANCE 6 AND 7
C3.06	DEMOLITION PLAN - DRIVE ENTRANCE 8 AND 9
C3.07	DEMOLITION PLAN - DRIVE ENTRANCE 10 AND 11
C4.01	SITE PLAN AND GRADING PLAN - PUBLIC WORKS FRONTAGE
C4.02	SITE PLAN - IDAHO POWER COMPANY FRONTAGE
C4.03	GRADING PLAN - IDAHO POWER COMPANY FRONTAGE
C5.01	NOT USED
C5.02	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 2
C5.03	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 3
C5.04	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 4
C5.05	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 5
C5.06	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 6
C5.07	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 7
C5.08	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 8
C5.09	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 9
C5.10	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 10
C5.11	SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 11
C6.01	STREET LIGHTING PLAN
C6.02	STREET LIGHTING APPROVED EQUIPMENT AND DETAILS
C6.03	STREET LIGHTING SPECIFICATIONS
C6.04	STREET LIGHTING SPECIFICATIONS
C6.05	STREET LIGHTING SPECIFICATIONS
CD1.00	CIVIL DETAILS

Plans Are Accepted For Public
Street Construction

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

BY 10/26/23 DATE 10/26/23
ADA COUNTY HIGHWAY DISTRICT

Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0081 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING



CCDC 17TH STREET IMPROVEMENTS
TITLE SHEET

DESIGNED BY: RZ	CHECKED BY: RZ	DATE: 10/26/23	REVISION
DRAWN BY: RZ	DATE: 10/26/23	BY: RZ	DATE: 10/26/23
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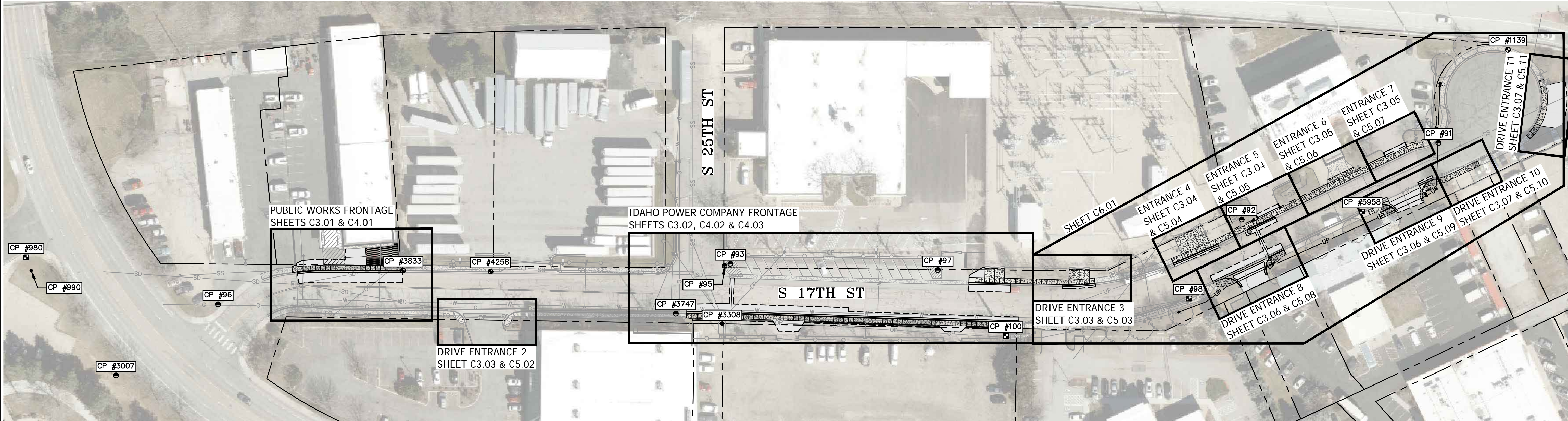
SHEET
C1.00



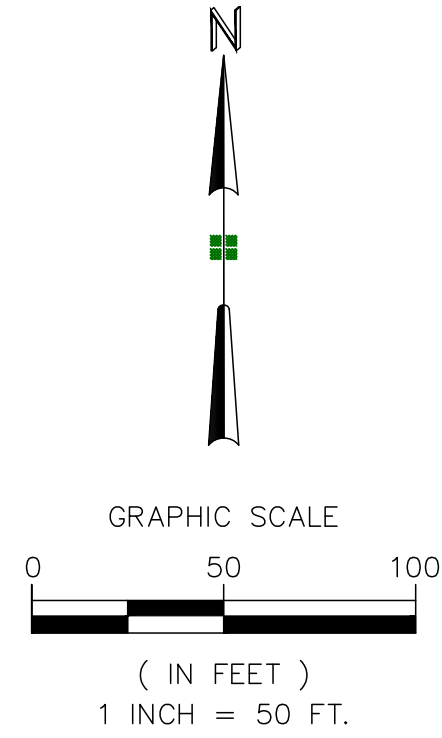
CONTRACTOR SHALL NOTIFY DIG LINE AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION ON THIS PROJECT. CONTRACTOR IS ALSO RESPONSIBLE FOR NOTIFYING UTILITY COMPANIES BEFORE DIGGING ADJACENT TO ANY EXISTING UTILITIES.

DIGLINE, INC.
8310 W. USTICK RD., STE. 100
BOISE, ID 83704

USER: RICARDO ZAVALLA LOCATION: C:\PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\CIVIL DESIGN - 244.43 CCDC 17TH ST.DWG



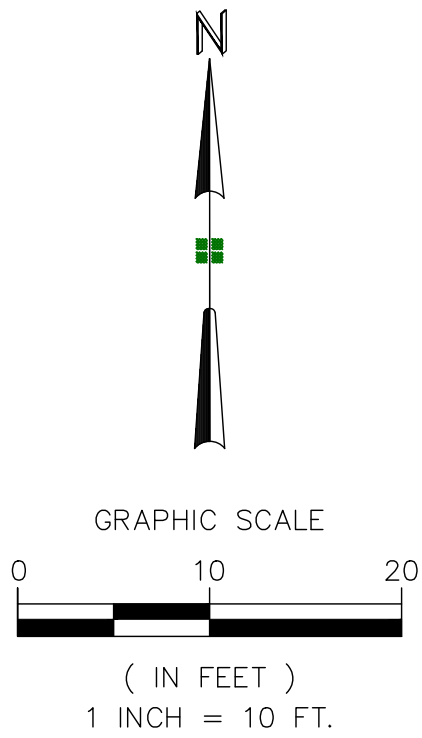
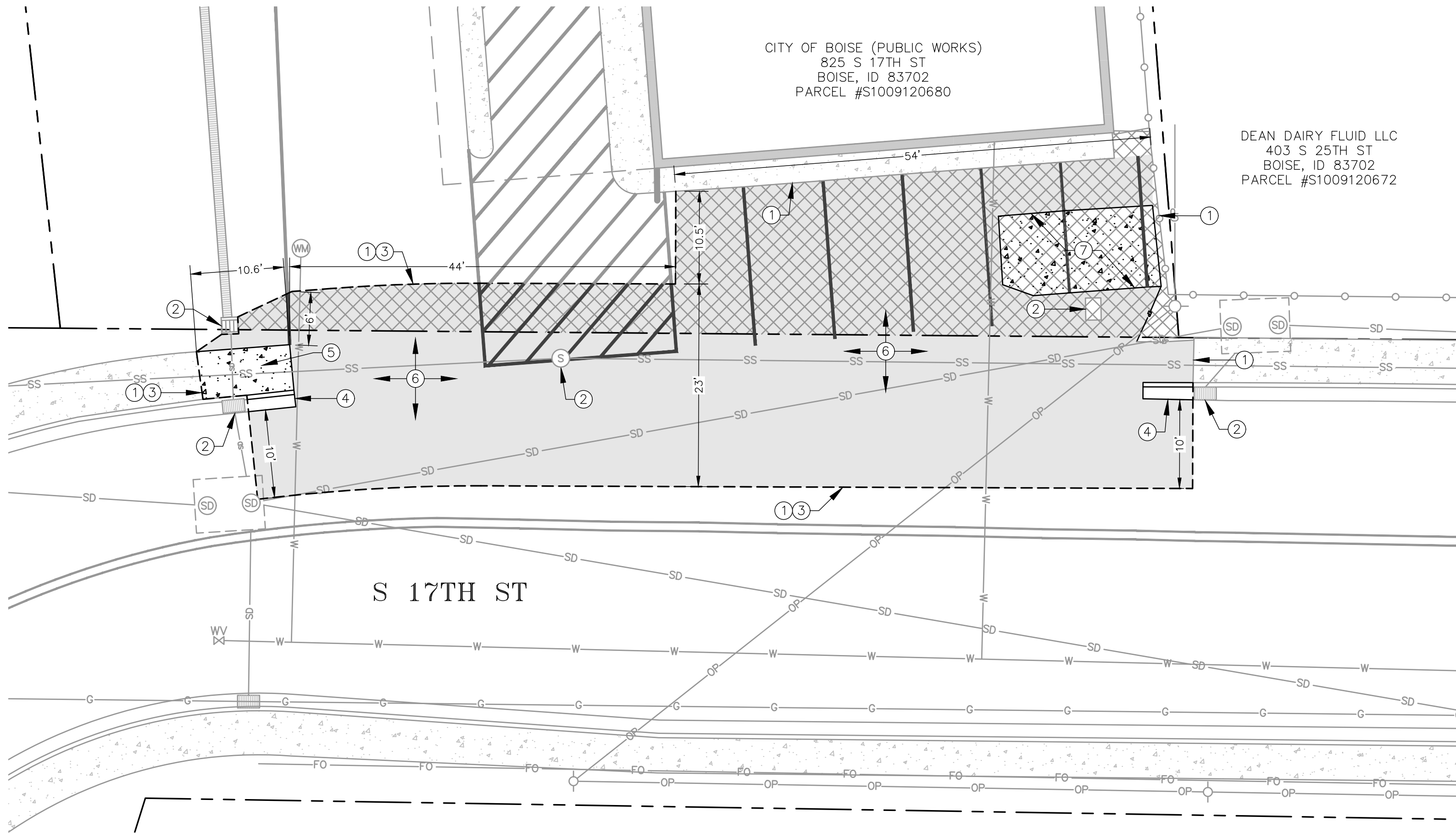
SURVEY CONTROL TABLE				
POINT NO	NORTHING	EASTING	ELEVATION	DESCRIPTION
91	711808.62	2501125.35	2679.89	MAGNETIC NAIL
92	711730.47	2500924.53	2680.67	MAGNETIC NAIL
93	711685.35	2500402.48	2678.53	MAGNETIC NAIL
95	711683.33	2500396.52	2678.34	MAGNETIC NAIL
96	711644.02	2499879.28	2678.13	MAGNETIC NAIL
97	711678.88	2500614.20	2679.10	MAGNETIC NAIL
98	711649.92	2500870.43	2679.83	CHISELED "X"
100	711611.64	2500683.74	2680.55	CHISELED "X"
980	711691.93	2499683.56	2680.08	CHISELED "X"
990	711678.40	2499688.50	2679.33	1/2" REBAR WITH QCI CAP
1139	711903.70	2501196.40	2679.91	FOUND BRASS CAP
3007	711571.48	2499775.15	2678.70	MAGNETIC NAIL
3308	711624.37	2500393.89	2678.68	5/8" REBAR
3747	711634.56	2500346.72	2678.55	MAGNETIC NAIL
3833	711678.37	2500068.22	2678.09	FOUND BRASS CAP
4258	711677.40	2500157.58	2677.53	FOUND BRASS CAP
5958	711738.61	2501047.47	2679.87	CHISELED "X"



SURVEY DATUM

- HORIZONTAL - NAD83 IDAHO STATE PLANE, WEST ZONE (1103), US SURVEY FEET MODIFIED TO GROUND USING ADA COUNTY COMBINED SCALE FACTOR OF 0.999820074379.
- VERTICAL - NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 1988), COMPUTED USING GEOID 18.

USER: RICARDO ZAVALA LOCATION: C:\PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\CIVIL DESIGN - 244-43 CCDC 17TH ST.DWG



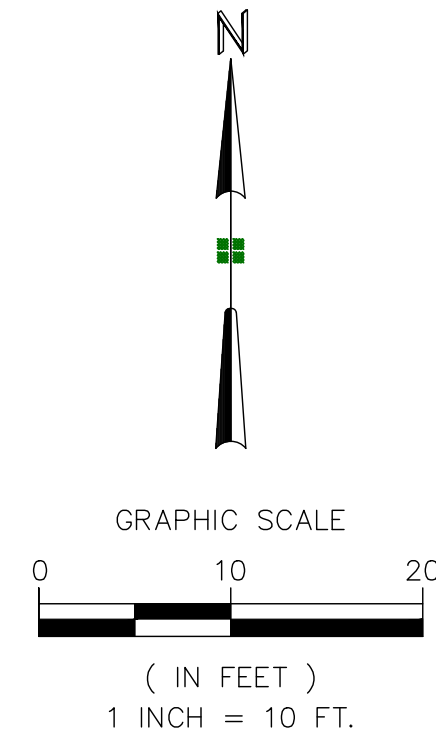
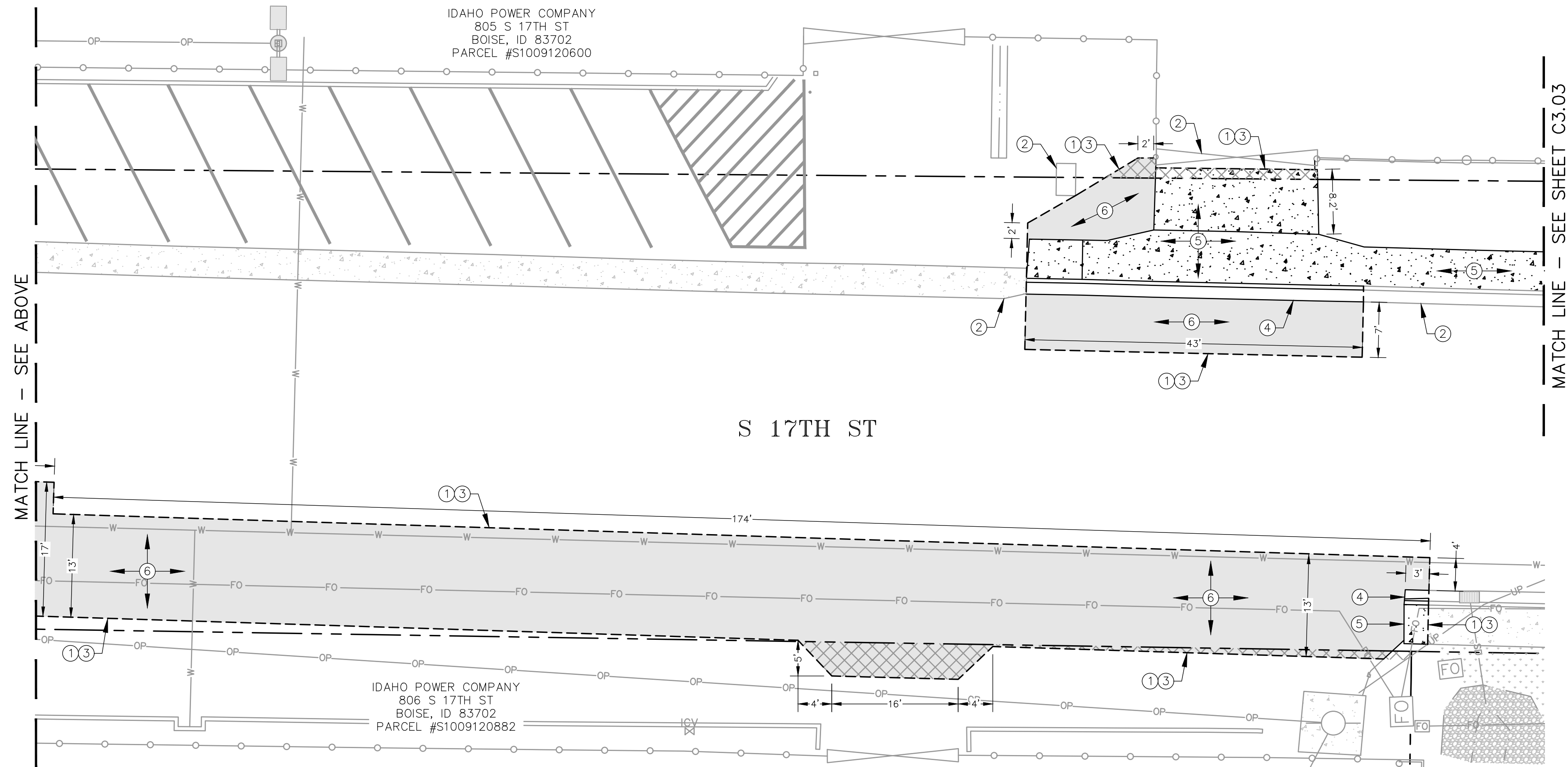
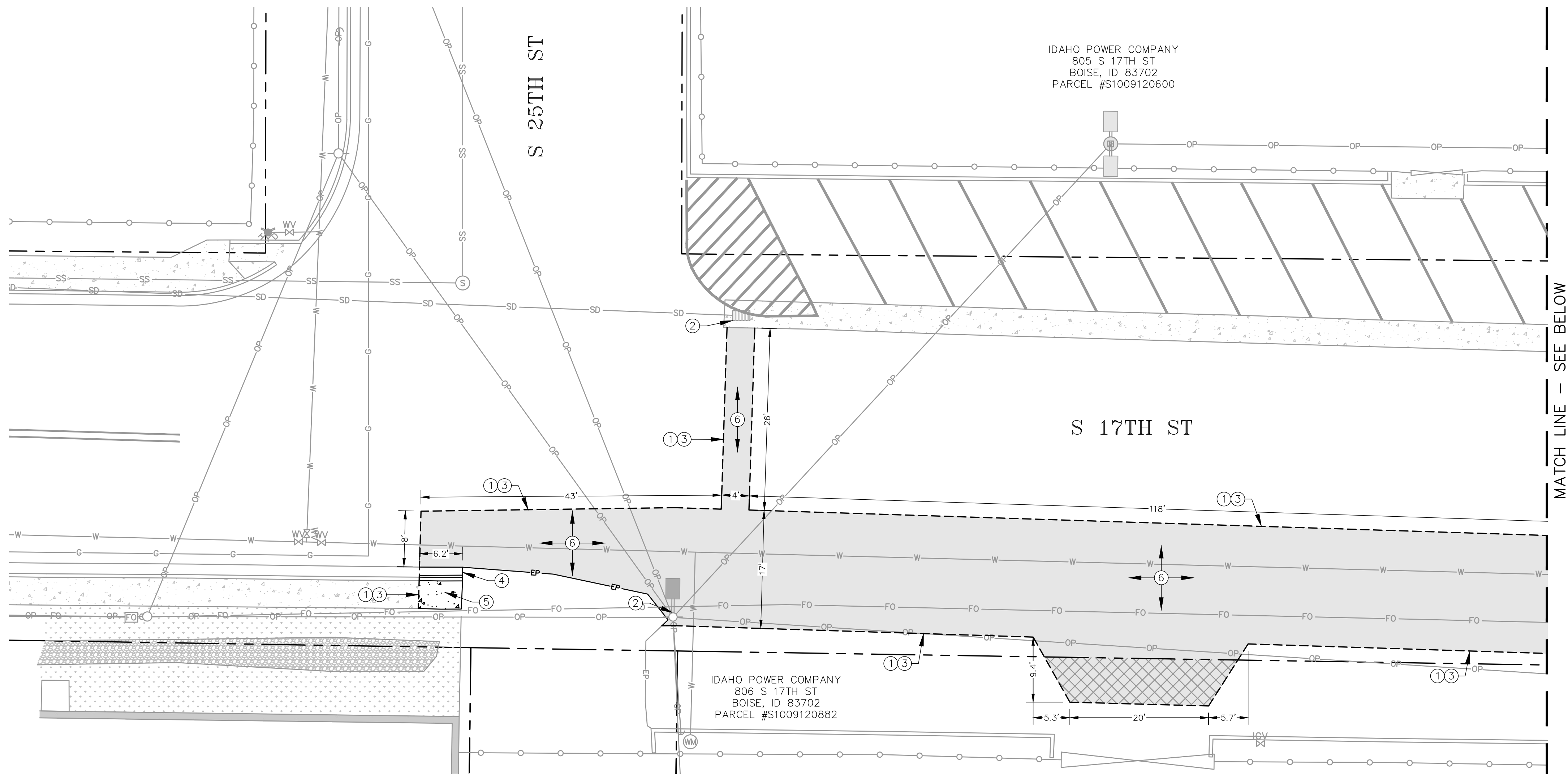
HARDSCAPE DEMOLITION LEGEND

- SAW CUT LINE
- [Hatched Box] REMOVE CONCRETE CURB
- [Solid Box] RETAIN AND PROTECT CONCRETE CURB
- [Solid Box] REMOVE ASPHALT
- [Dotted Box] REMOVE CONCRETE
- [Dotted Box] RETAIN AND PROTECT CONCRETE
- [Cross-hatched Box] TEMPORARY CONSTRUCTION EASEMENT

KEYNOTES

- 1 LIMIT OF DISTURBANCE
- 2 RETAIN AND PROTECT
- 3 SAW CUT EXISTING CONCRETE AND/OR ASPHALT AS SHOWN, SAW CUT SIDEWALK AT SCORE JOINT
- 4 REMOVE EXISTING CONCRETE CURB, DISPOSE OFF-SITE
- 5 REMOVE EXISTING CONCRETE SIDEWALK, DISPOSE OFF-SITE
- 6 REMOVE EXISTING ASPHALT, DISPOSE OFF-SITE
- 7 CONTRACTOR SHALL EXCAVATE ALONG CONCRETE SLAB EDGE TO DETERMINE IF CONCRETE SLAB IS PART OF A UNDERGROUND VAULT. IF CONCRETE IS NOT PART OF UNDERGROUND VAULT, REMOVE CONCRETE AND DISPOSE OFF-SITE. CALL RICARDO ZAVALA AT 208-602-1729 FOR INSPECTION PRIOR TO DEMOLISHING. MINIMUM 48 HOUR NOTICE IS REQUIRED.

USER: RICARDO ZAVALLA LOCATION: C:\PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\C3.03 CCDC 17TH ST.DWG



HARDSCAPE DEMOLITION LEGEND

	SAW CUT LINE
	REMOVE CONCRETE CURB
	RETAIN AND PROTECT CONCRETE CURB
	REMOVE ASPHALT
	REMOVE CONCRETE
	RETAIN AND PROTECT CONCRETE
	TEMPORARY CONSTRUCTION EASEMENT

KEYNOTES

- 1 LIMIT OF DISTURBANCE
- 2 RETAIN AND PROTECT
- 3 SAW CUT EXISTING CONCRETE AND/OR ASPHALT AS SHOWN, SAW CUT SIDEWALK AT SCORE JOINT
- 4 REMOVE EXISTING CONCRETE CURB, DISPOSE OFF-SITE
- 5 REMOVE EXISTING CONCRETE SIDEWALK, DISPOSE OFF-SITE
- 6 REMOVE EXISTING ASPHALT, DISPOSE OFF-SITE

DESIGNED BY: RZ _____			CHECKED BY: RZ _____		
DRAWN BY: RZ _____			PLOT DATE: 10/26/23		
NO.	DATE	BY	REVISION		

SHEET
C3.02

CCDC 17TH STREET IMPROVEMENTS DEMOLITION PLAN - IDAHO POWER COMPANY FRONTAGE

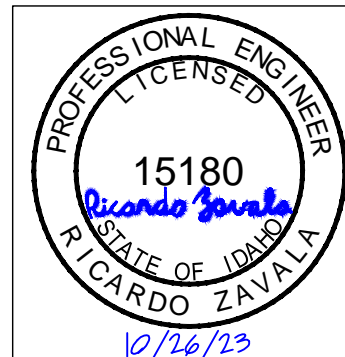
BOISE

DESIGN PHASE
CONSTRUCTION PLANS

PROJECT NUMBER
204-43

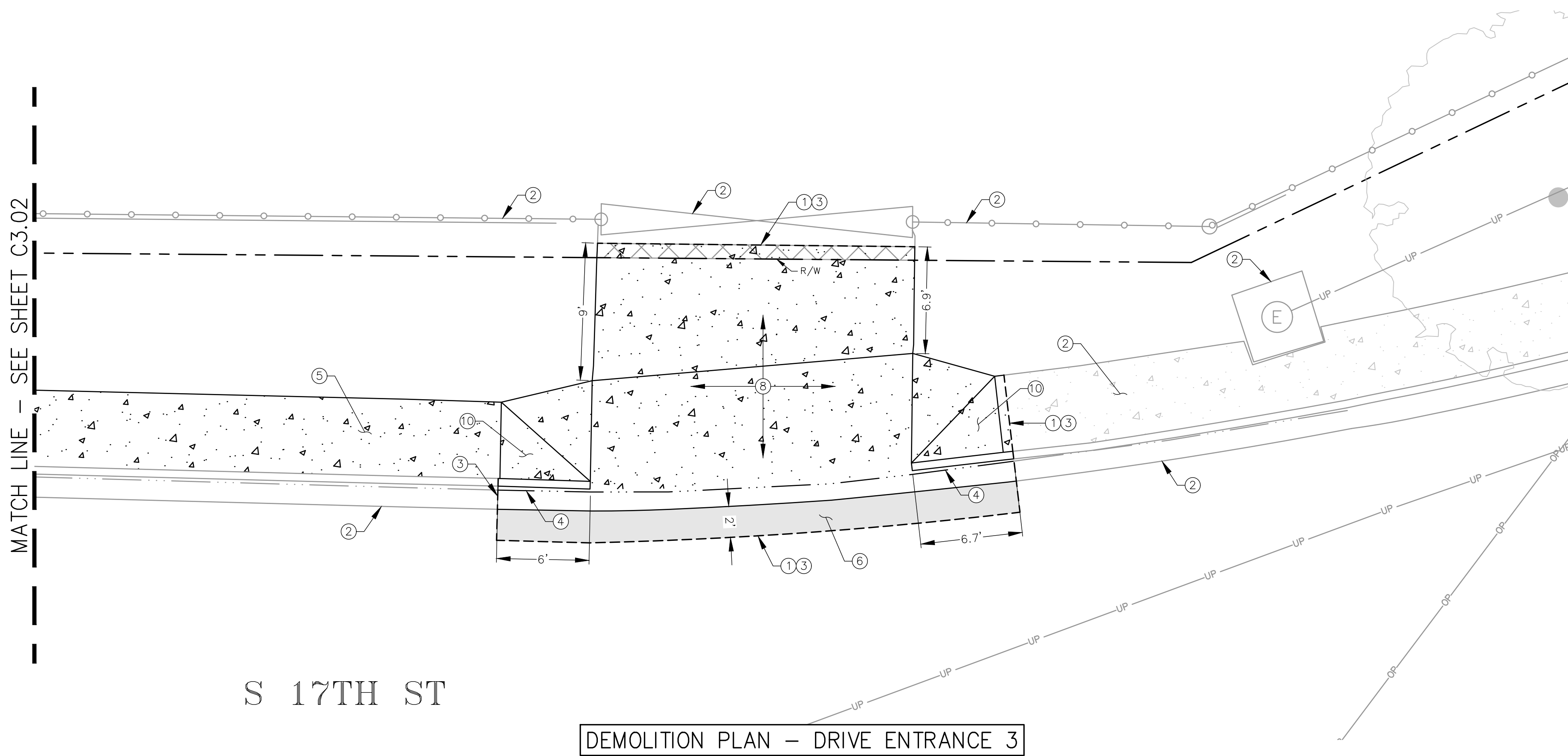
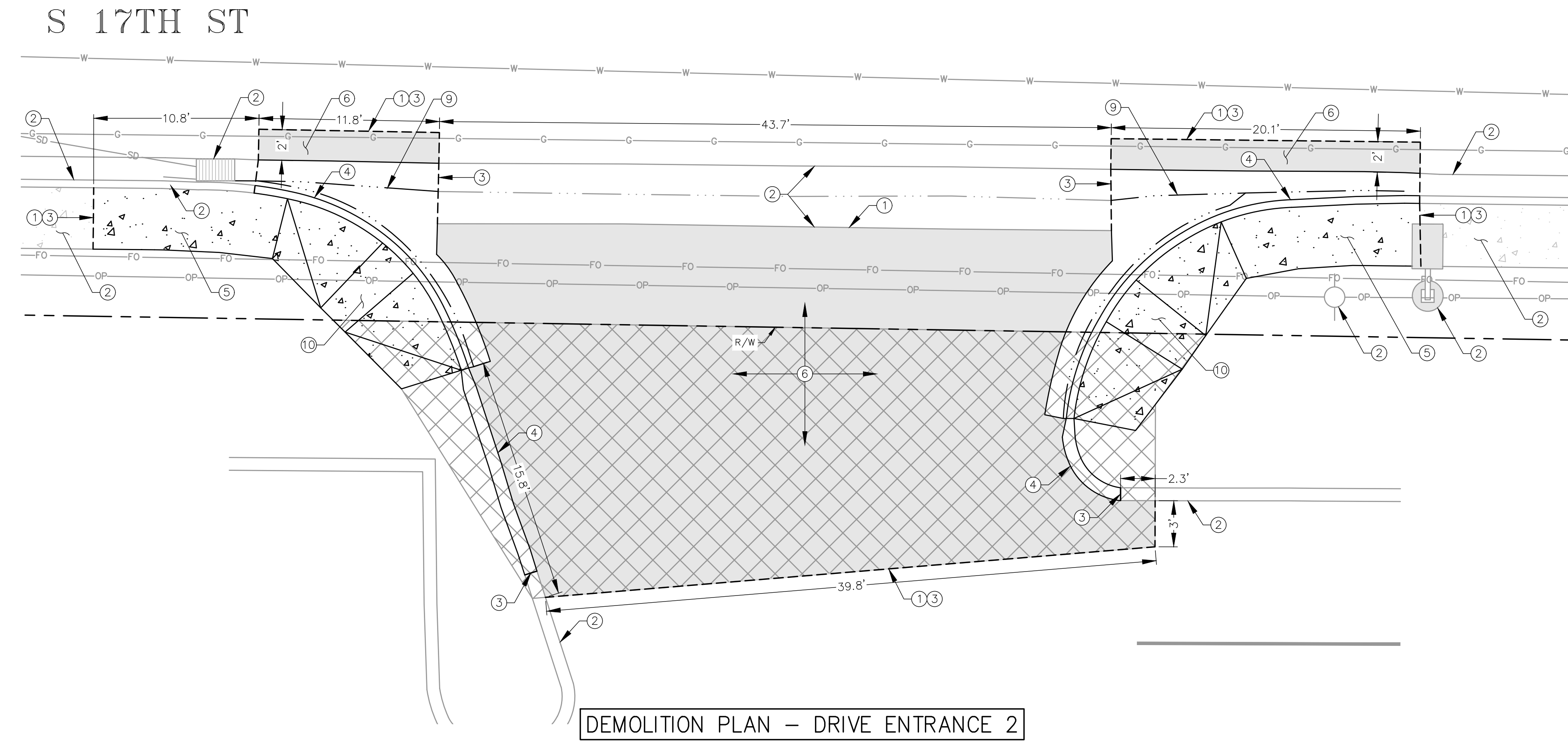
CCDC TASK ORDER NUMBER
19-008

IDAHO



Quadrant Consulting, Inc.
1904 W. Overland Rd.
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

USER: RICARDO ZAVALLA LOCATION: C:\PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\A01 RAMP DESIGN - 243.03 CCDC 17TH ST.DWG

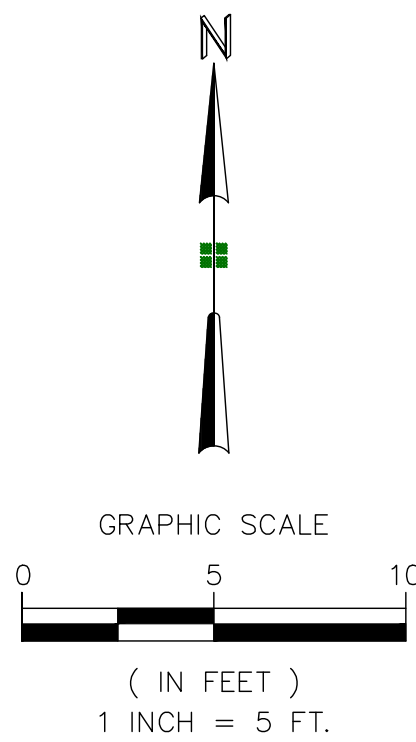


HARDSCAPE DEMOLITION LEGEND

	SAW CUT LINE
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	RETAIN AND PROTECT CONCRETE CURB
	REMOVE ASPHALT
	REMOVE CONCRETE
	RETAIN AND PROTECT CONCRETE
	TEMPORARY CONSTRUCTION EASEMENT

KEYNOTES

- 1 LIMIT OF DISTURBANCE
- 2 RETAIN AND PROTECT
- 3 SAW CUT EXISTING CONCRETE AND/OR ASPHALT AS SHOWN, SAWCUT SIDEWALK AT SCORE JOINT.
- 4 REMOVE EXISTING CONCRETE CURB, DISPOSE OFF-SITE
- 5 REMOVE EXISTING CONCRETE SIDEWALK, DISPOSE OFF-SITE
- 6 REMOVE EXISTING ASPHALT, DISPOSE OFF-SITE
- 8 REMOVE EXISTING CONCRETE DRIVEWAY, DISPOSE OFF-SITE
- 9 REMOVE EXISTING CONCRETE GUTTER, DISPOSE OFF-SITE
- 10 REMOVE EXISTING CONCRETE RAMP, DISPOSE OFF-SITE



DESIGNED BY: RZ/TP
DRAWN BY: RZ/TP
NO. DATE BY

CHECKED BY: RZ
PLOT DATE: 10/26/21
REVISION

NO.	DATE	BY

SHEET

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CCDC 17TH STREET IMPROVEMENTS DEMOLITION PLAN - DRIVE ENTRANCE 2 AND 3

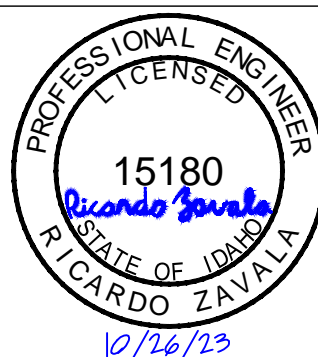
BOISE

DESIGN PHASE
CONSTRUCTION PLANS

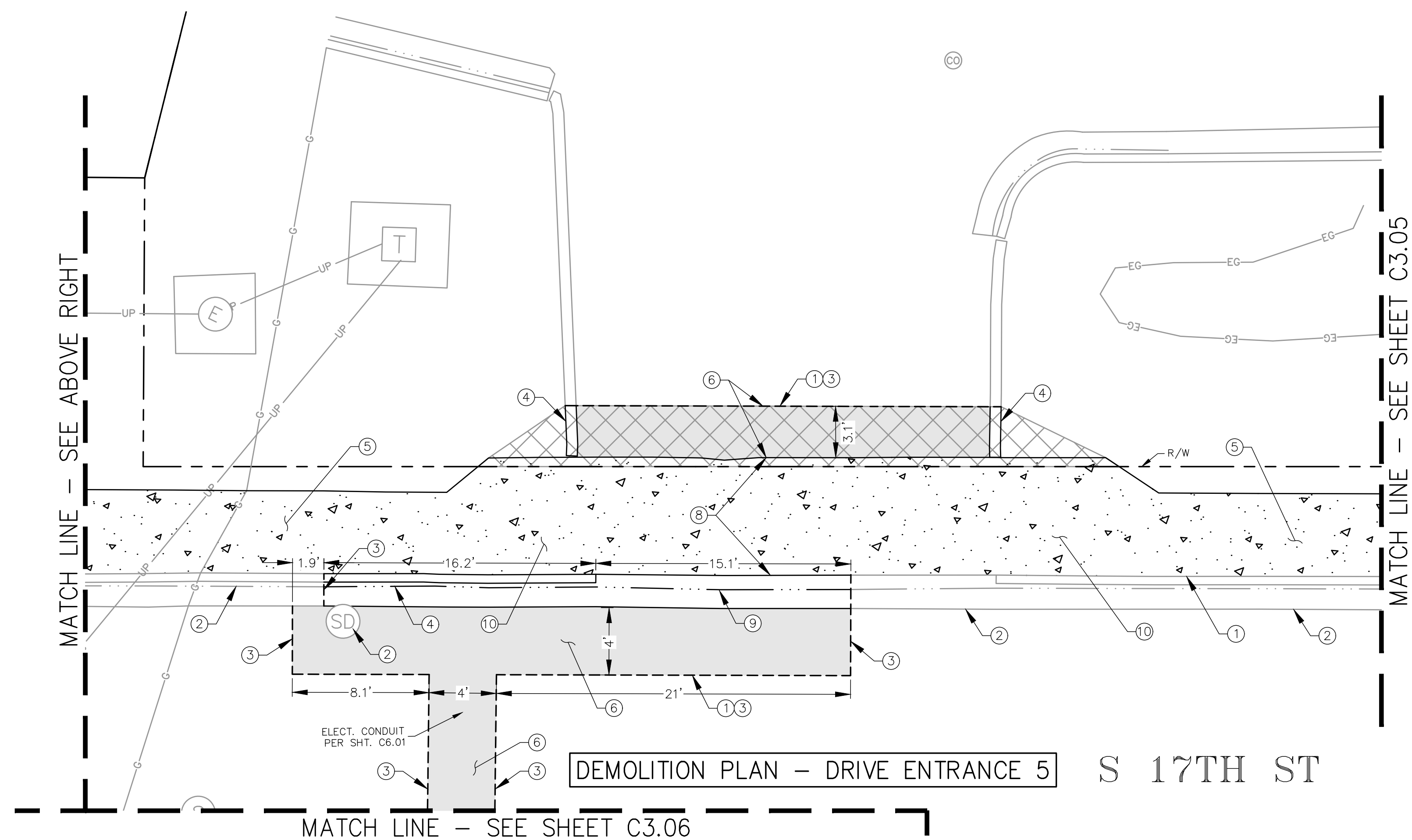
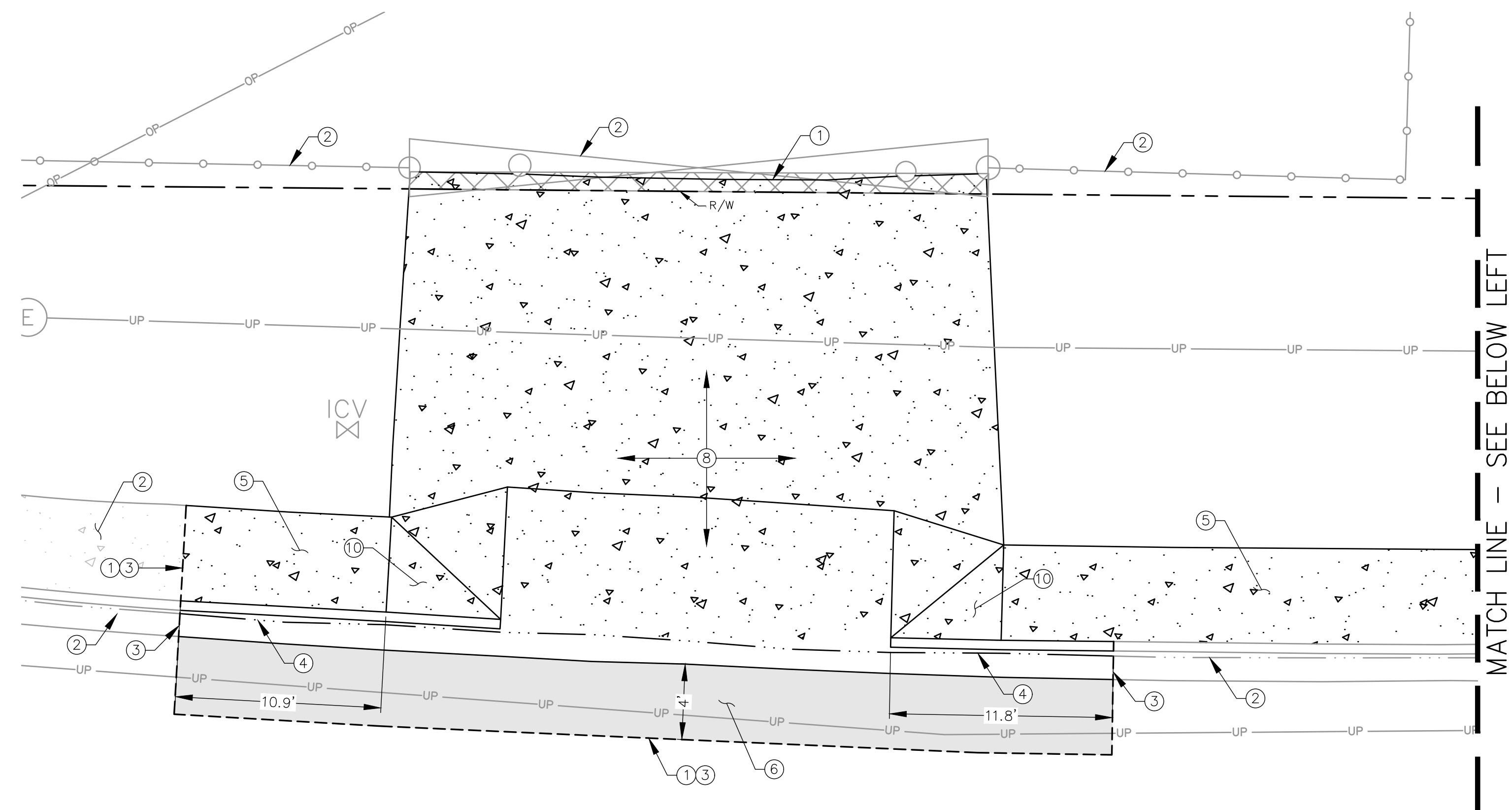
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204-43

CCDC TASK ORDER NUMBER
19-008








IDAHO



Quadrant
Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

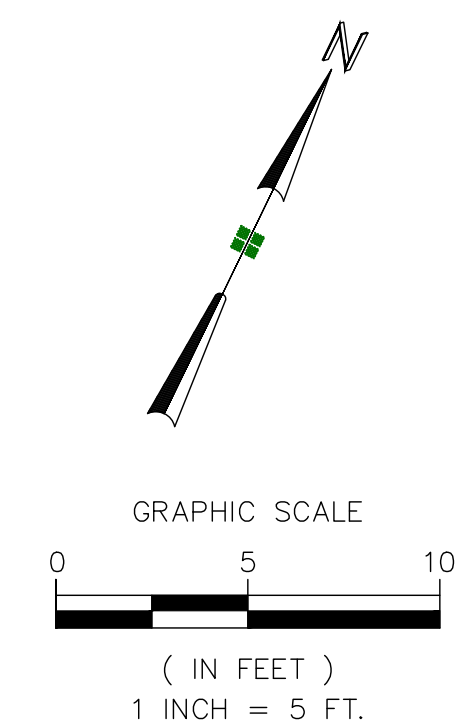


HARDSCAPE DEMOLITION LEGEND

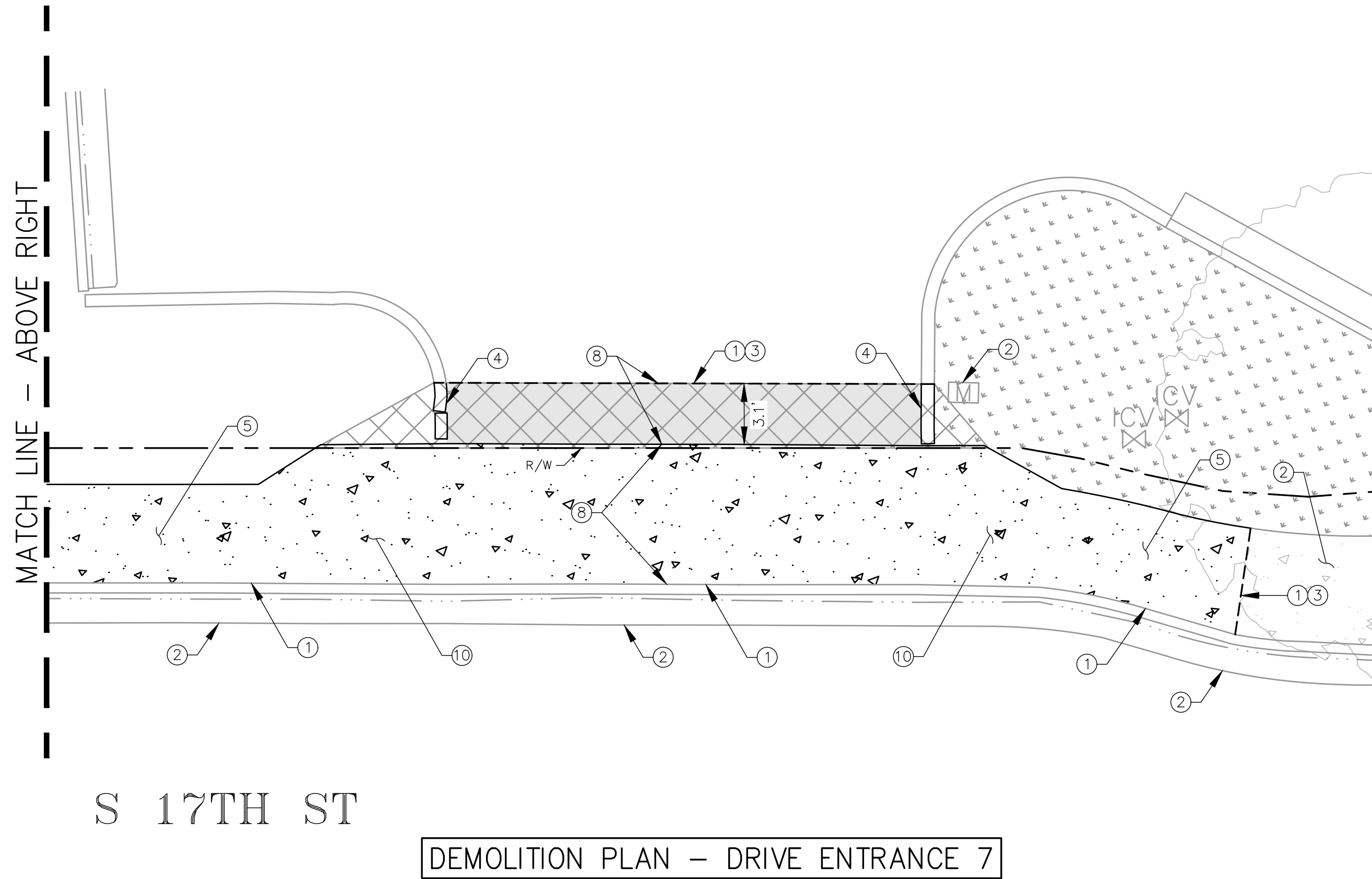
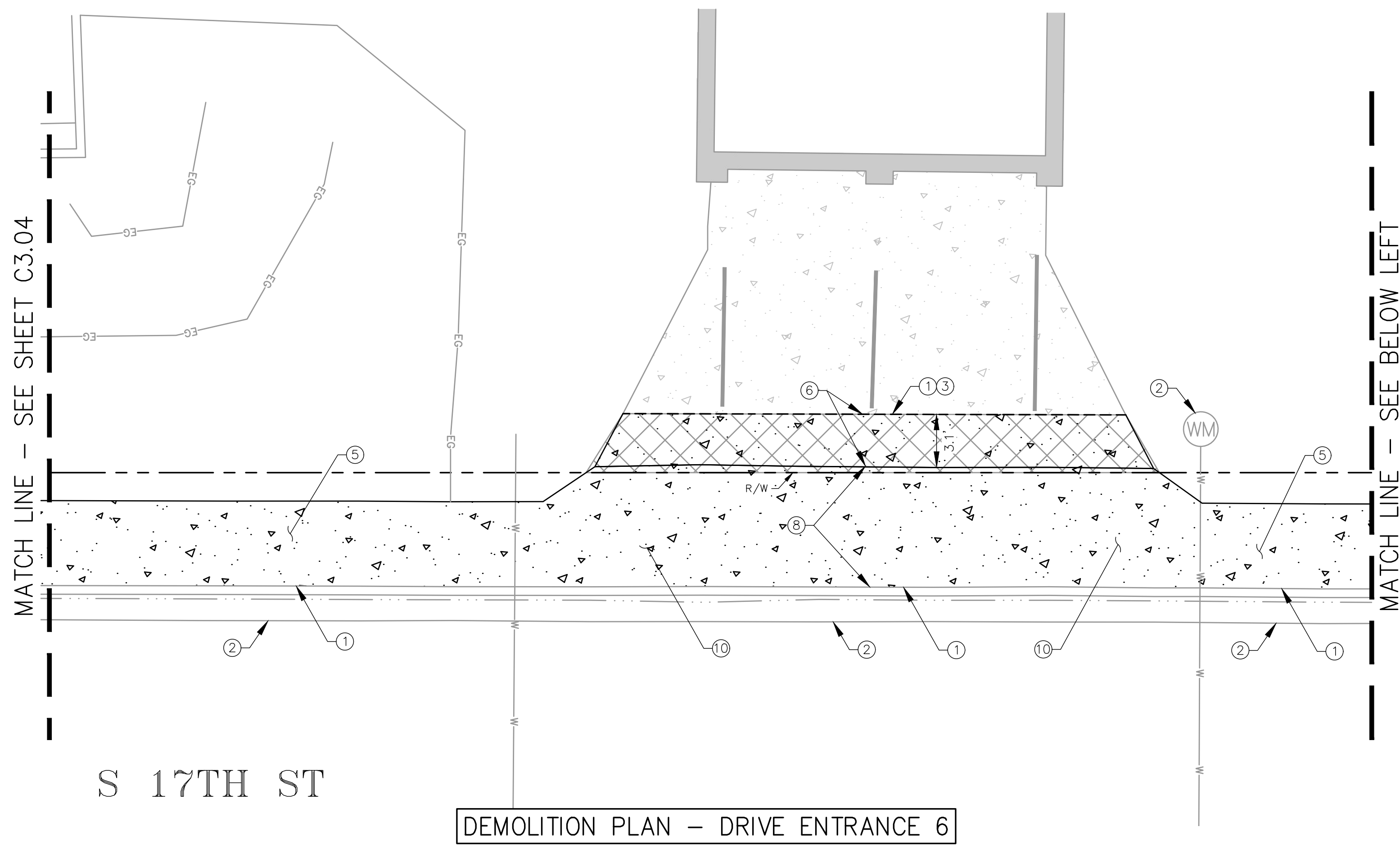
	SAW CUT LINE
	REMOVE CONCRETE CURB
	RETAIN AND PROTECT CONCRETE CURB
	REMOVE ASPHALT
	REMOVE CONCRETE
	RETAIN AND PROTECT CONCRETE
	TEMPORARY CONSTRUCTION EASEMENT

KEYNOTES

- 1 LIMIT OF DISTURBANCE
- 2 RETAIN AND PROTECT
- 3 SAW CUT EXISTING CONCRETE AND/OR ASPHALT AS SHOWN,
SAWCUT SIDEWALK AT SCORE JOINT.
- 4 REMOVE EXISTING CONCRETE CURB, DISPOSE OFF-SITE
- 5 REMOVE EXISTING CONCRETE SIDEWALK, DISPOSE OFF-SITE
- 6 REMOVE EXISTING ASPHALT, DISPOSE OFF-SITE
- 7 REMOVE EXISTING CONCRETE DRIVEWAY, DISPOSE OFF-SITE
- 8 REMOVE EXISTING CONCRETE GUTTER, DISPOSE OFF-SITE
- 9 REMOVE EXISTING CONCRETE RAMP, DISPOSE OFF-SITE
- 10



USER: RICARDO ZAVALLA LOCATION: C:\PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\016 RAMP DESIGN - 243.03 CCDC 17TH ST.DWG

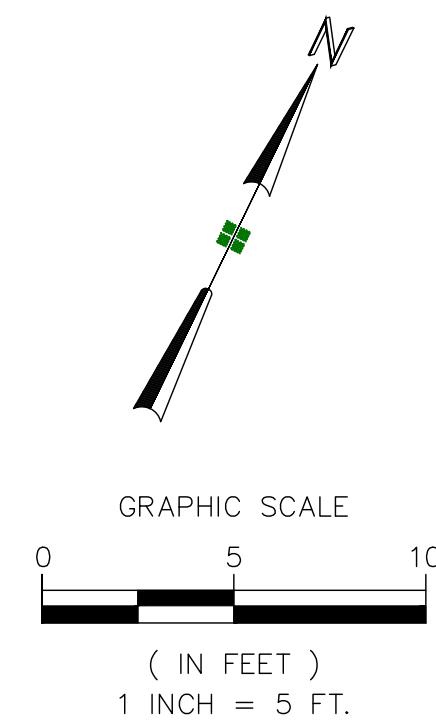


HARDSCAPE DEMOLITION LEGEND

	SAW CUT LINE
	REMOVE CONCRETE CURB
	RETAIN AND PROTECT CONCRETE CURB
	REMOVE ASPHALT
	REMOVE CONCRETE
	RETAIN AND PROTECT CONCRETE
	TEMPORARY CONSTRUCTION EASEMENT

KEYNOTES

- 1 LIMIT OF DISTURBANCE
- 2 RETAIN AND PROTECT
- 3 SAW CUT EXISTING CONCRETE AND/OR ASPHALT AS SHOWN, SAWCUT SIDEWALK AT SCORE JOINT.
- 4 REMOVE EXISTING CONCRETE CURB, DISPOSE OFF-SITE
- 5 REMOVE EXISTING CONCRETE SIDEWALK, DISPOSE OFF-SITE
- 6 REMOVE EXISTING ASPHALT, DISPOSE OFF-SITE
- 8 REMOVE EXISTING CONCRETE DRIVEWAY, DISPOSE OFF-SITE
- 10 REMOVE EXISTING CONCRETE RAMP, DISPOSE OFF-SITE



DESIGNED BY: RZ/TP			CHECKED BY: RZ		
DRAWN BY: RZ/TP			PLOT DATE: 10/26/23		
NO.	DATE	BY	REVISION		

SHEET

C3.05

CCDC 17TH STREET IMPROVEMENTS

DEMOLITION PLAN - DRIVE ENTRANCE 6 AND 7

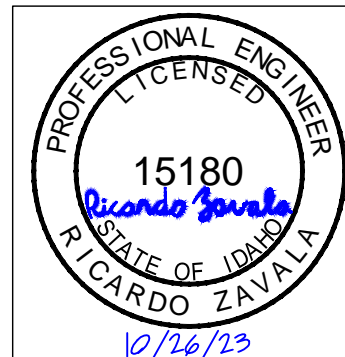
BOISE

DESIGN PHASE
CONSTRUCTION PLANS

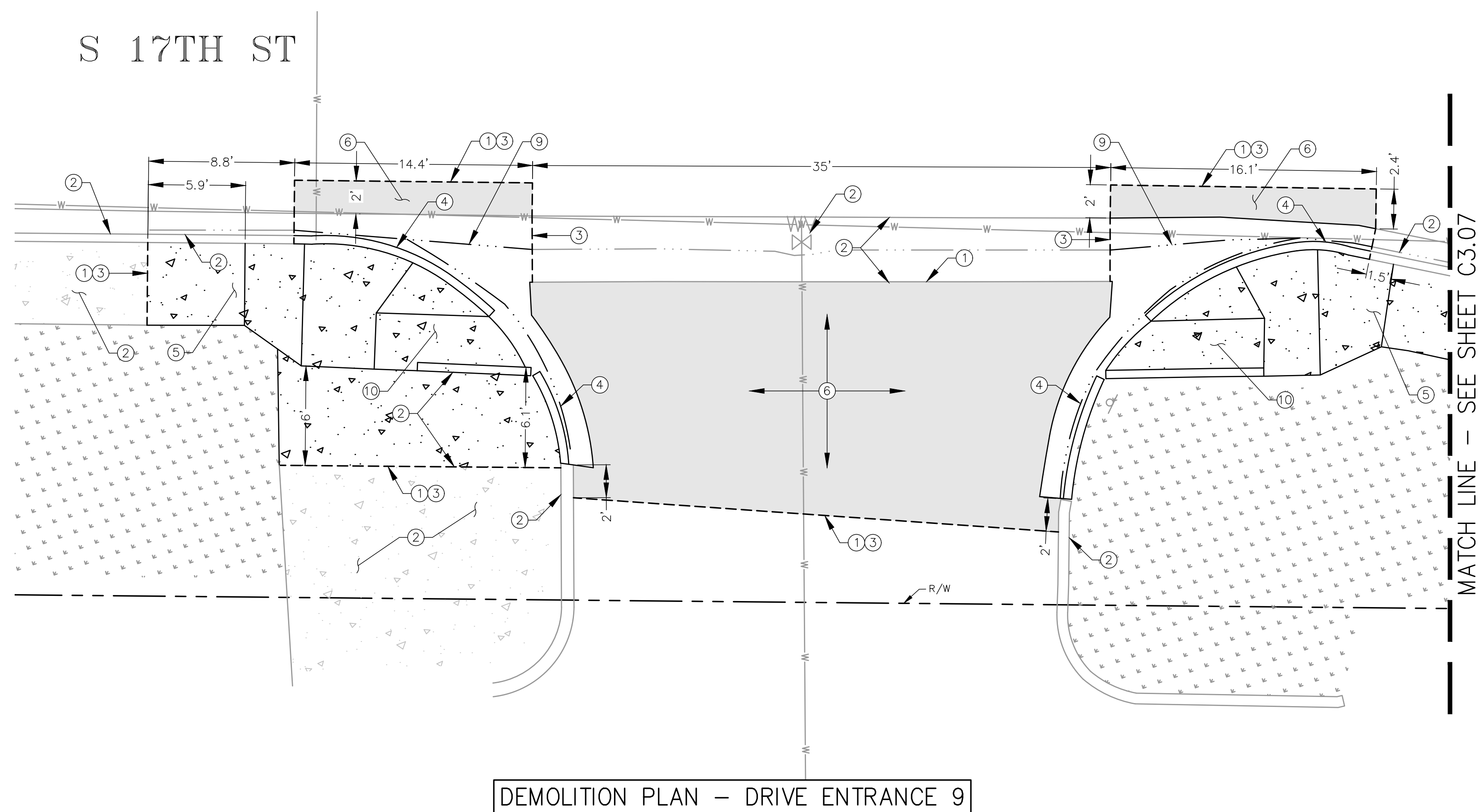
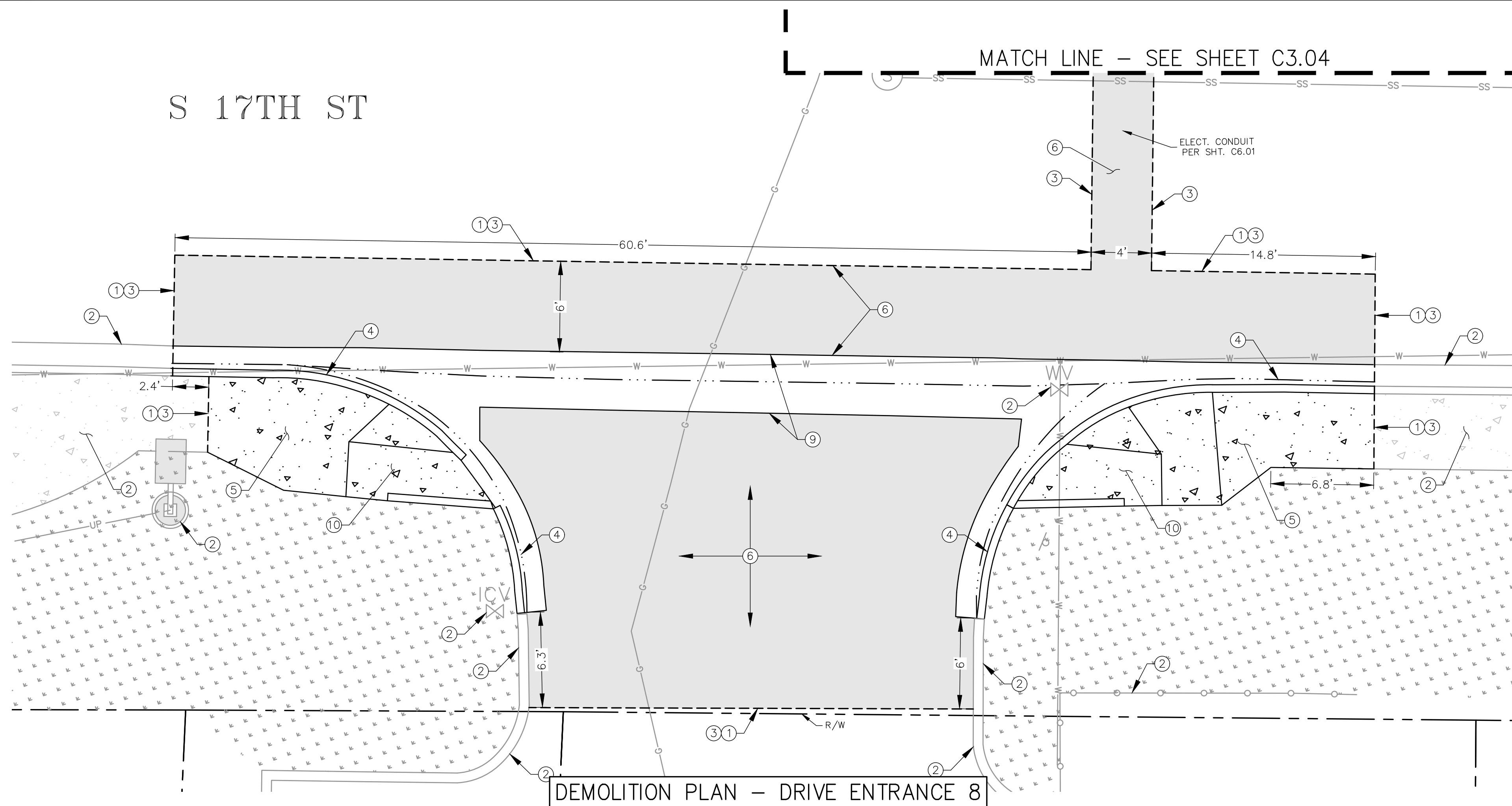
PROJECT NUMBER
204-43

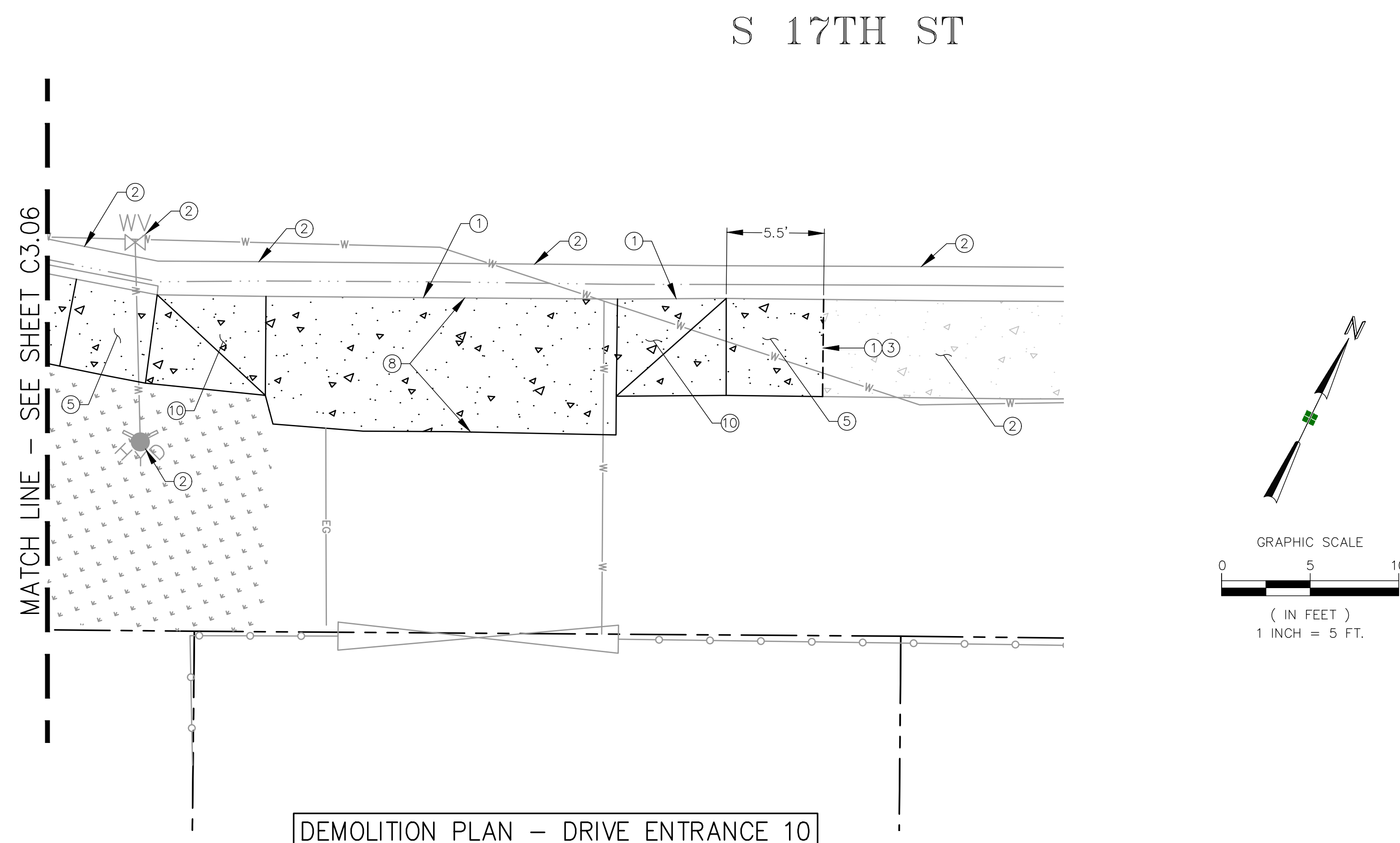
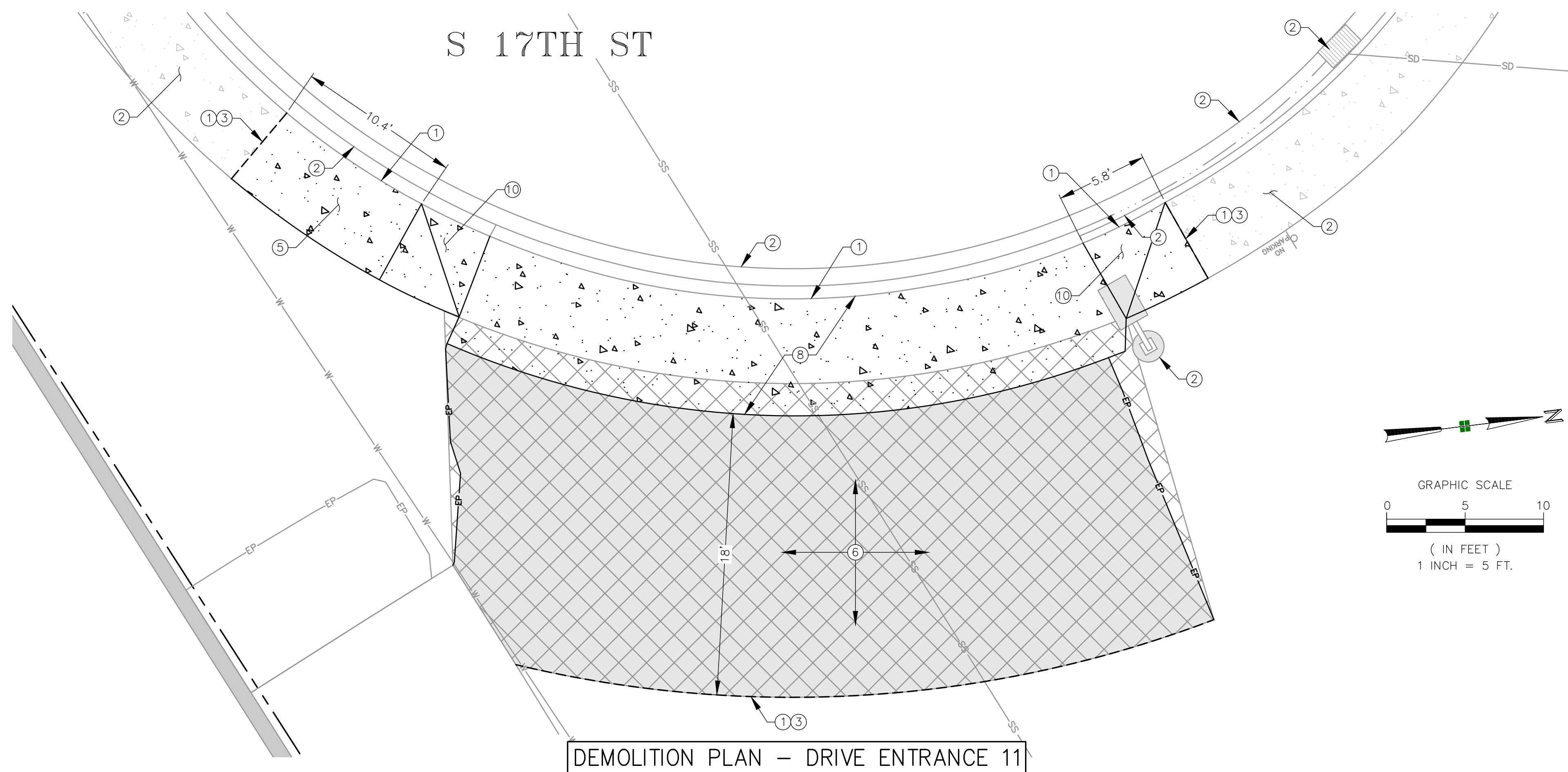
CCDC TASK ORDER NUMBER
19-008

IDAHO



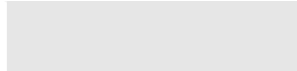





Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING



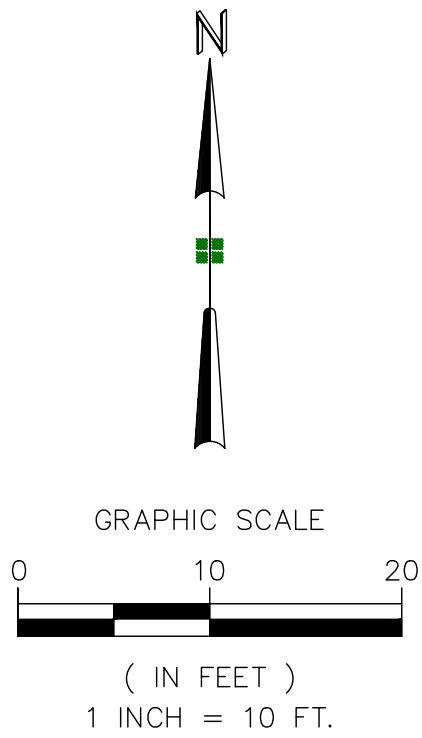
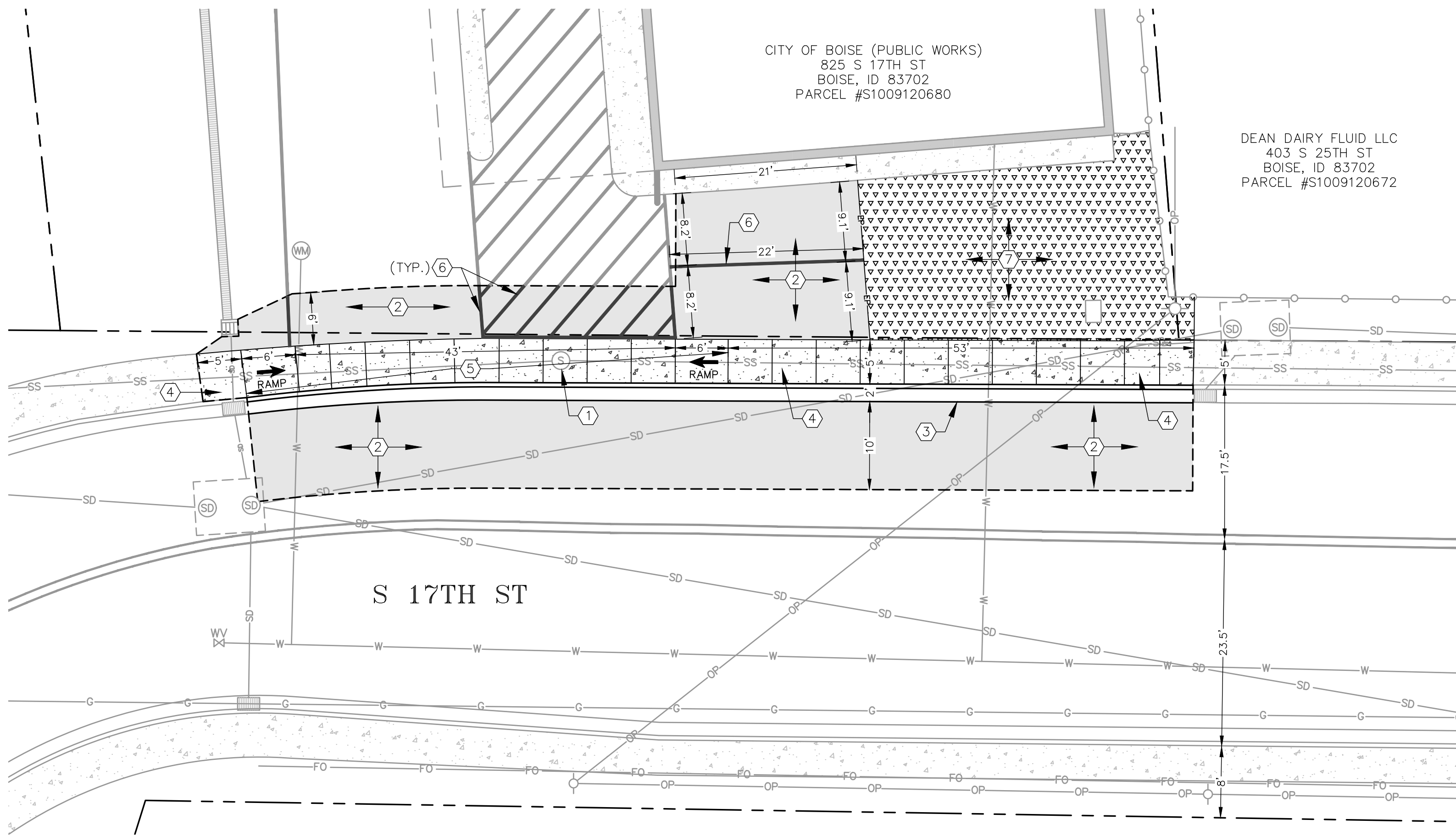


HARDSCAPE DEMOLITION LEGEND

---	SAW CUT LINE
	REMOVE CONCRETE CURB
	RETAIN AND PROTECT CONCRETE CURB
	REMOVE ASPHALT
	REMOVE CONCRETE
	RETAIN AND PROTECT CONCRETE
	TEMPORARY CONSTRUCTION EASEMENT

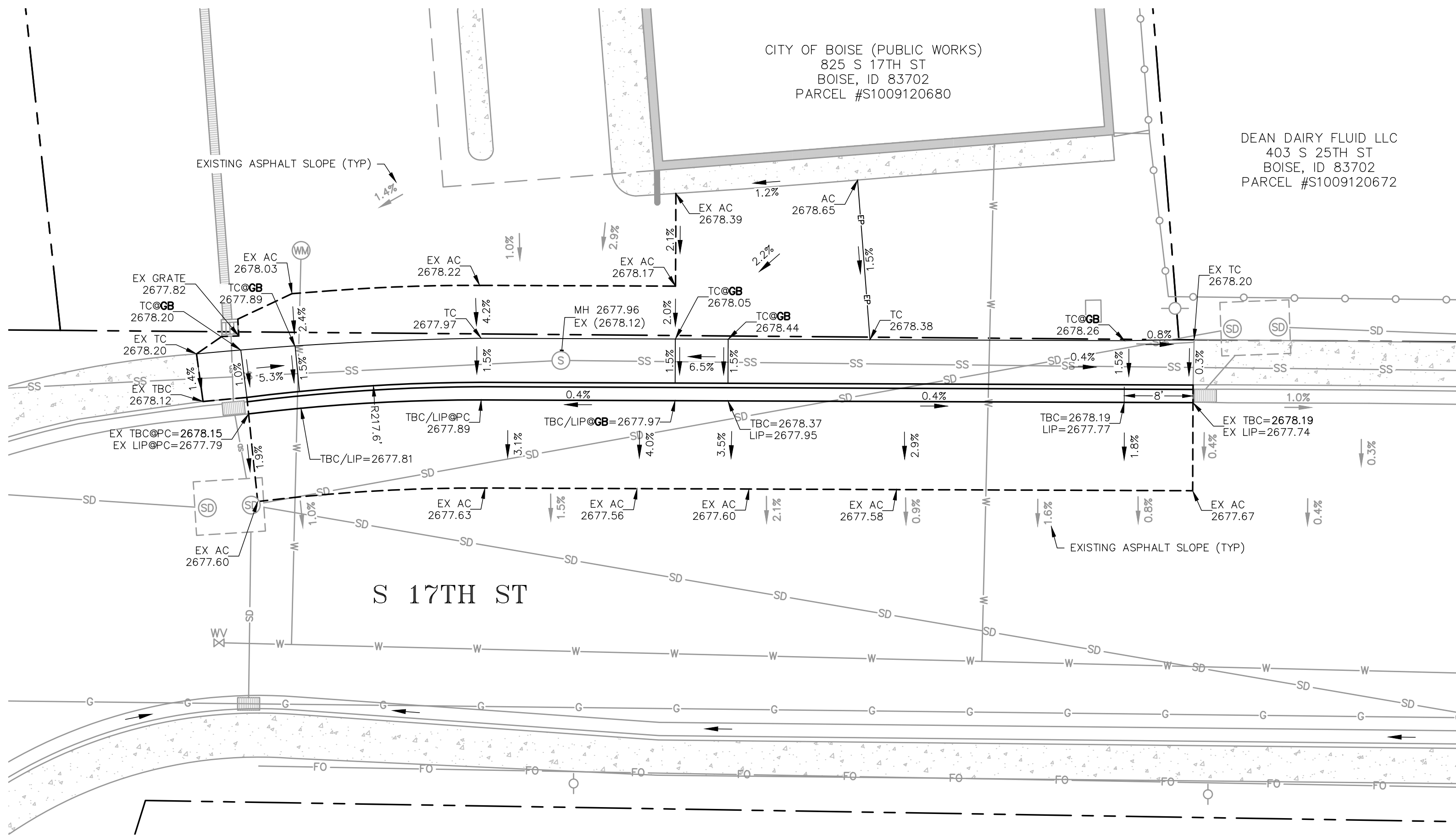
- ## KEYNOTES
- | | |
|---|---|
| ① | LIMIT OF DISTURBANCE |
| ② | RETAIN AND PROTECT |
| ③ | SAW CUT EXISTING CONCRETE AND/OR ASPHALT AS SHOWN,
SAWCUT SIDEWALK AT SCORE JOINT. |
| ⑤ | REMOVE EXISTING CONCRETE SIDEWALK, DISPOSE OFF-SITE |
| ⑥ | REMOVE EXISTING ASPHALT, DISPOSE OFF-SITE |
| ⑧ | REMOVE EXISTING CONCRETE DRIVEWAY, DISPOSE OFF-SITE |
| ⑩ | REMOVE EXISTING CONCRETE RAMP, DISPOSE OFF-SITE |

USER: RICARDO ZAVALLA LOCATION: C:\PROJECTS\204-43_17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\CIVIL DESIGN - 244-43_CCDC 17TH ST.DWG



KEYNOTES

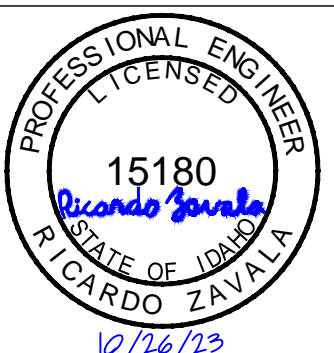
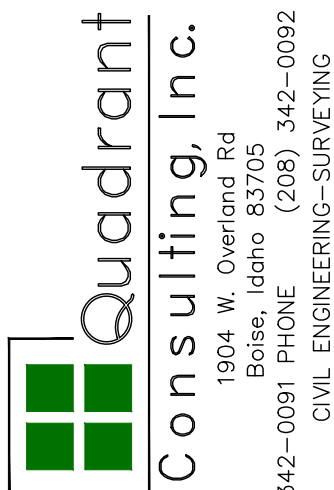
- ① ADJUST TO FINISHED GRADE
- ② ASPHALT REPAIR PER DETAIL 1/CD1.00
- ③ 6" VERTICAL CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPC SD-701
- ④ CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPC SD-709
- ⑤ CONCRETE DRIVEWAY APPROACH PER ACHD SUPPLEMENT TO ISPC SD-710B
- ⑥ 4"-WIDE YELLOW PARKING STRIPING MEETING ISPC SECTION 1104 REQUIREMENTS
- ⑦ 4" THICKNESS OF ROCK MULCH UNDERLAIN BY WEED BARRIER FABRIC, MATCH EXISTING ROCK MULCH AT 805 S 17TH ST (IDAHO POWER COMPANY PROPERTY)



Plans Are Accepted For Public Street Construction

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

BY *[Signature]* DATE 11/15/2023
ADA COUNTY HIGHWAY DISTRICT

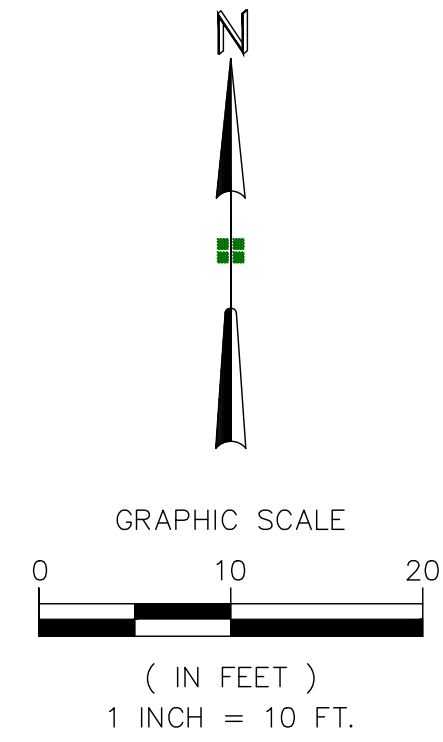
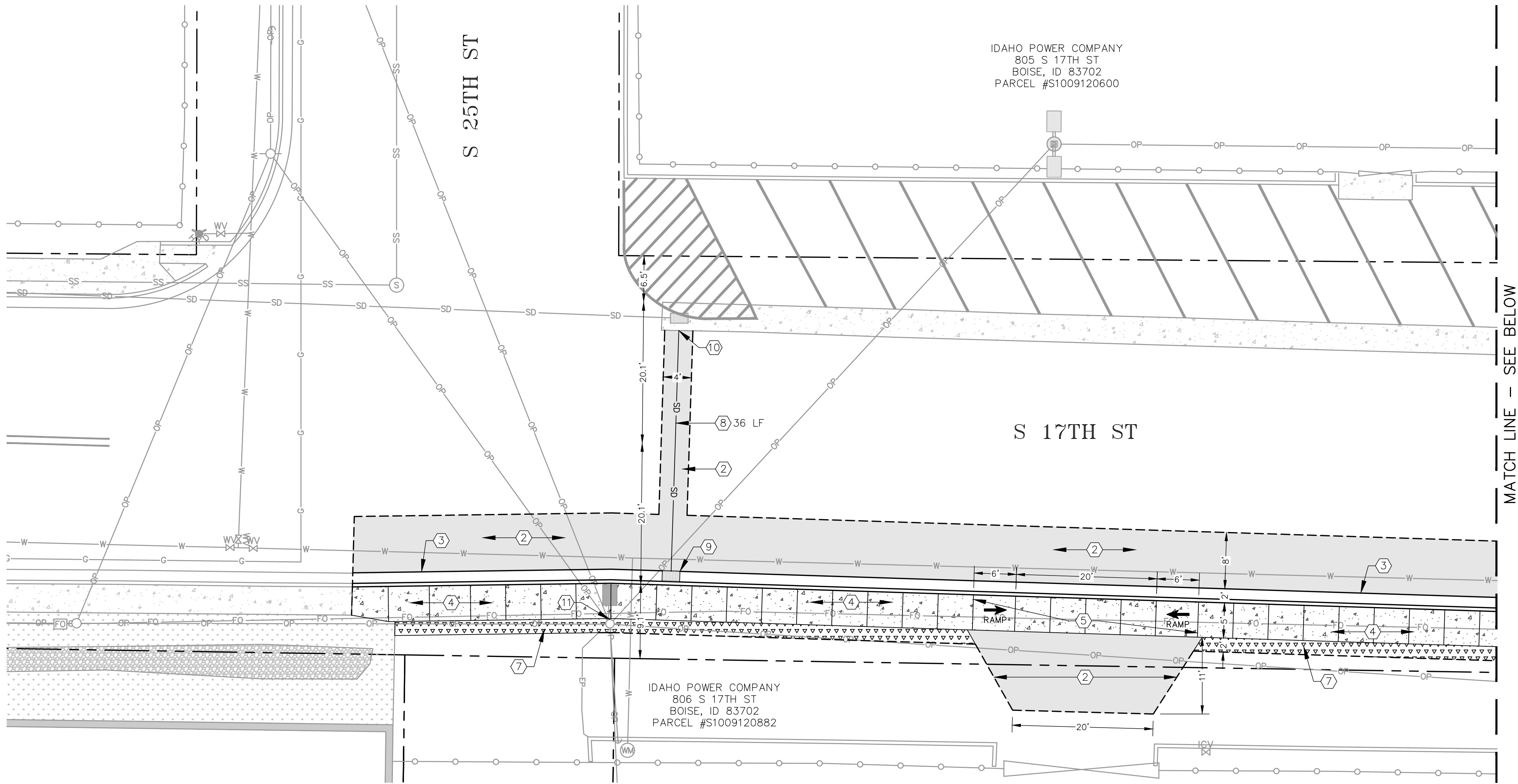


CCDC 17TH STREET IMPROVEMENTS SITE PLAN AND GRADING PLAN - PUBLIC WORKS FRONTAGE

DESIGNED BY: RZ			CHECKED BY: RZ		
DRAWN BY: RZ			PLOT DATE: 10/26/23		
NO.	DATE	BY	REVISION		

SHEET
C4.01

USER: RICARDO ZAVALLA LOCATION: C:\PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\CIVIL DESIGN - 244-43.CCD-17TH-ST.DWG

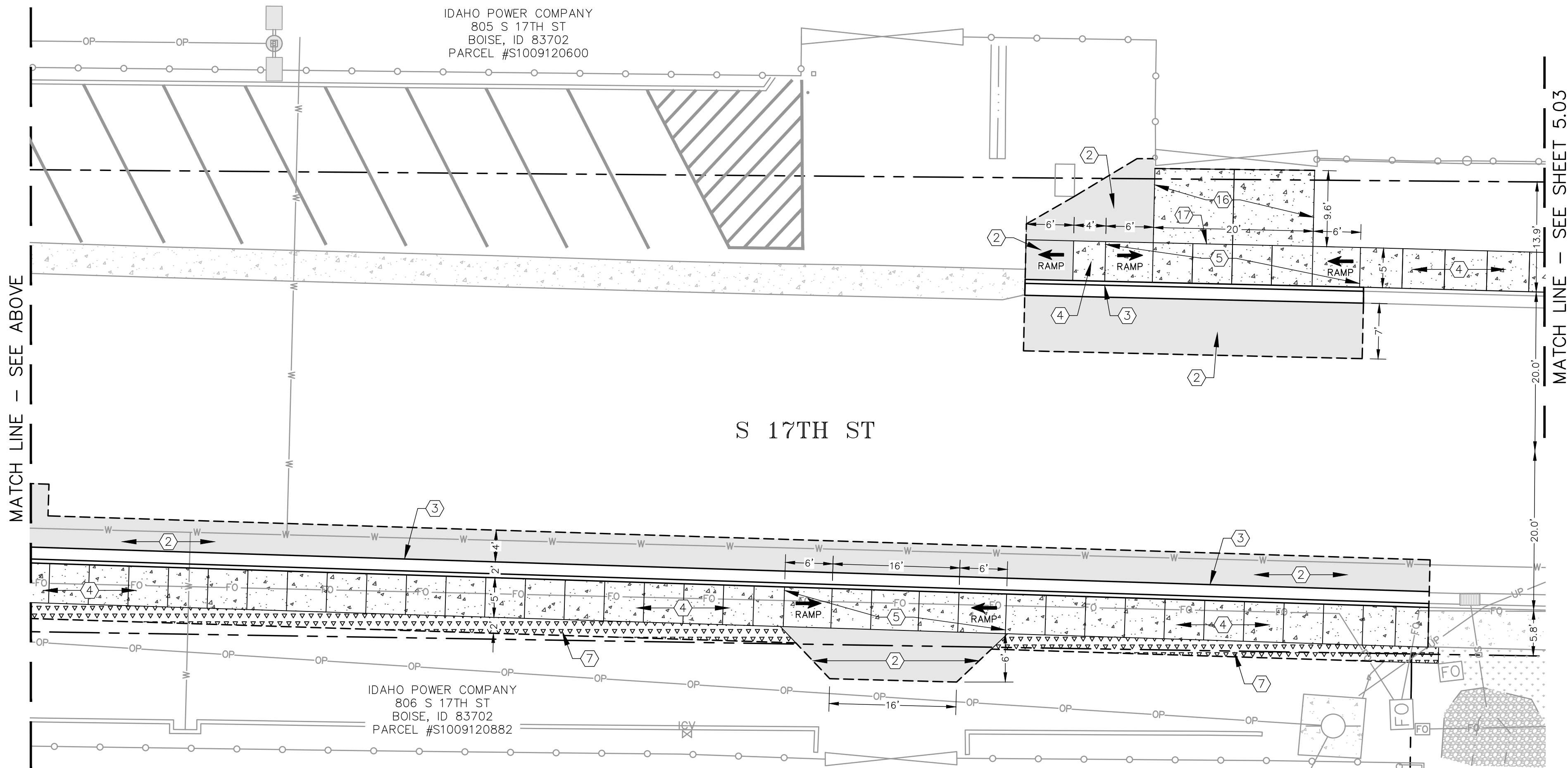


KEYNOTES

- (2) ASPHALT REPAIR PER DETAIL 1/CD1.00
- (3) 6" VERTICAL CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPC SD-701
- (4) CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPC SD-709
- (5) CONCRETE DRIVEWAY APPROACH PER ACHD SUPPLEMENT TO ISPC SD-710B
- (7) 4" THICKNESS OF ROCK MULCH UNDERLAIN BY WEED BARRIER FABRIC, MATCH EXISTING ROCK MULCH AT 805 S 17TH ST (IDAHO POWER COMPANY PROPERTY)
- (8) 12" SDR 35 PVC PIPE PER ISPC SD-301
- (9) INLET CATCH BASIN TYPE I PER ACHD SUPPLEMENTAL TO ISPC SD-601
- (10) CORE DRILL EXISTING CATCH BASIN AND INSTALL NEW PIPE, INSTALL NON-SHRINK GROUT AROUND PIPE PENETRATION. CONTRACTOR SHALL CALL ACHD INSPECTION STAFF TO VERIFY INTEGRITY OF EXISTING CATCH BASIN PRIOR TO CORE DRILLING.
- (11) 2" GAP BETWEEN BACK OF SIDEWALK AND POWER POLE
- (14) PEDESTRIAN RAMP TYPE C4 PER ISPC SD-712C
- (16) CONCRETE PAVEMENT PER DETAIL 2/CD1.00
- (17) 3" BITUMINOUS PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) WITH POLYURETHANE SEALANT (TREMCO THC-901, OR APPROVED EQUAL)
- (2) ADA DETECTABLE WARNING DOMES PER ISPC SD-712

LANDSCAPE NOTE

1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.

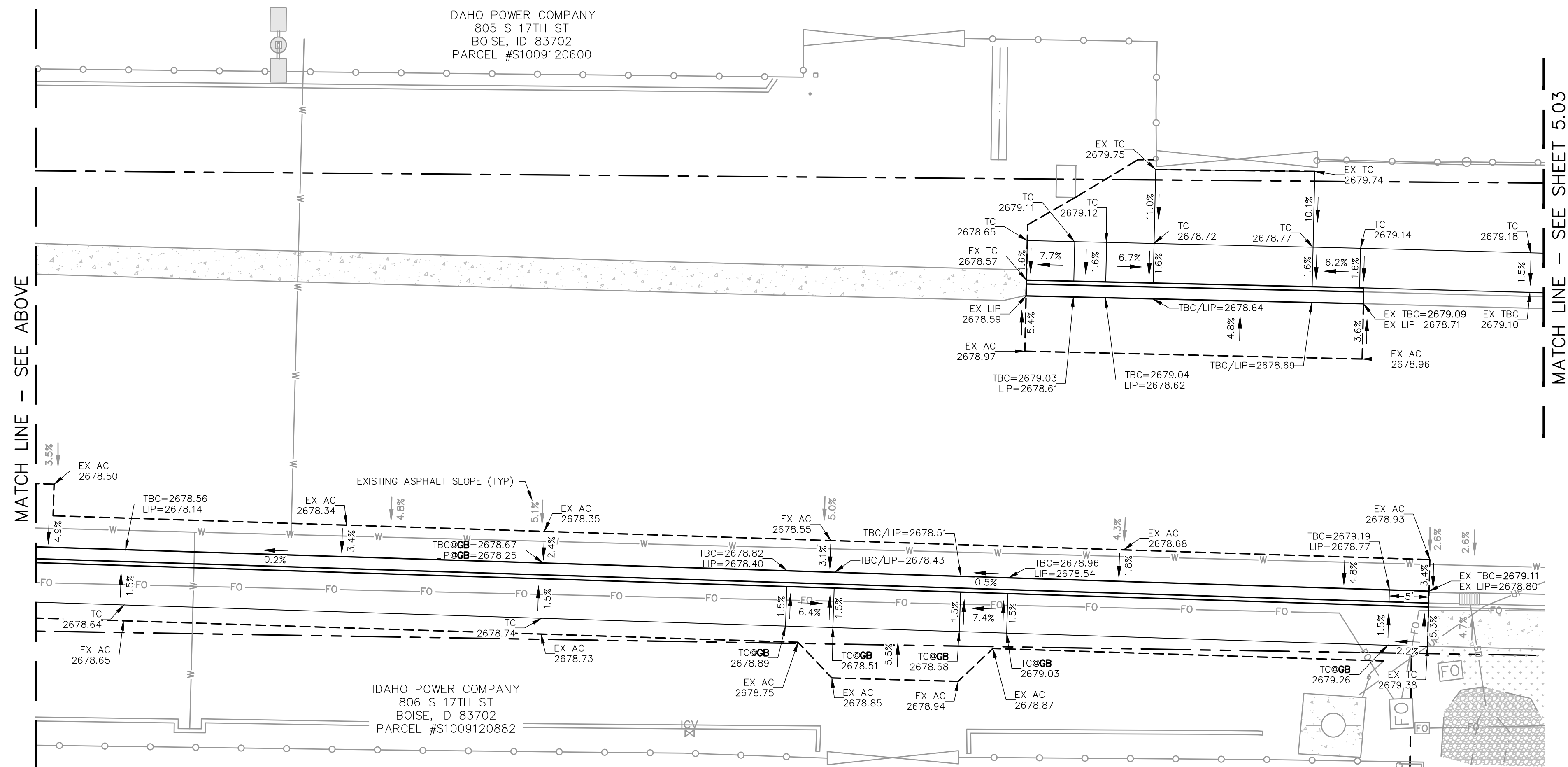
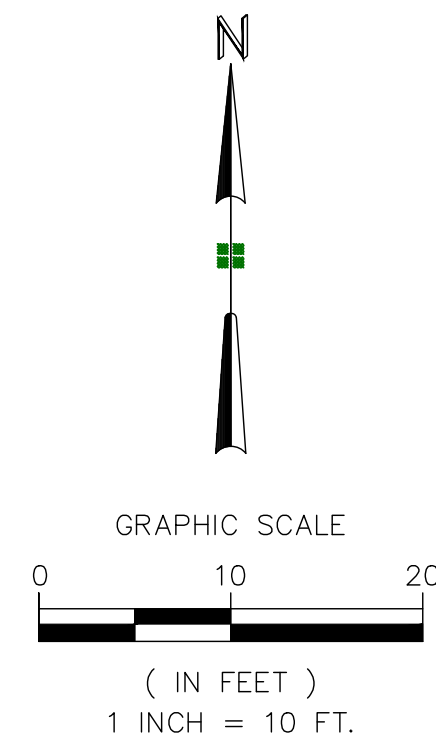
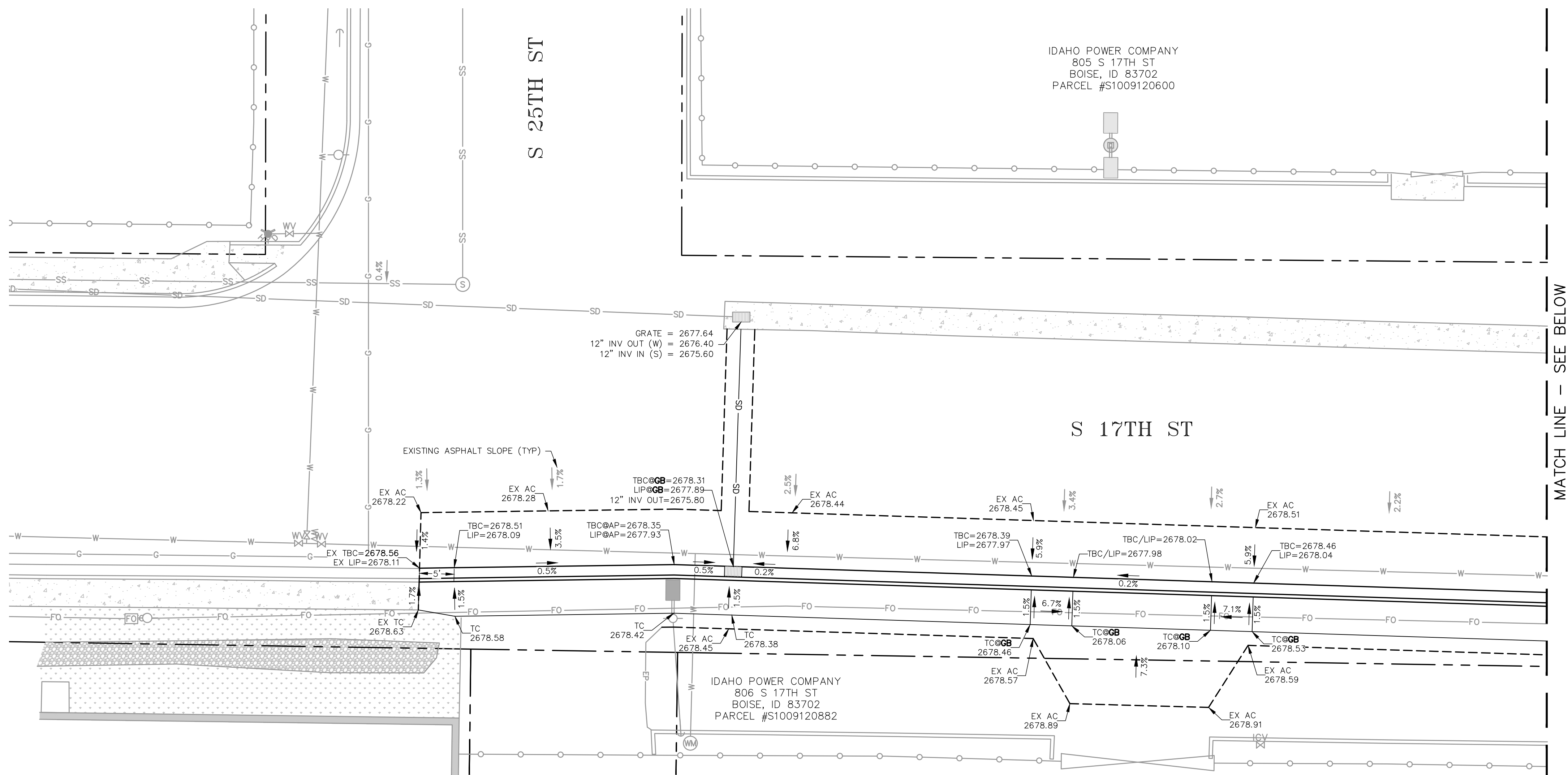


Plans Are Accepted For Public Street Construction

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

BY: *[Signature]* DATE: 10/26/23
ADA COUNTY HIGHWAY DISTRICT

USER: RICARDO ZAVALLA LOCATION: C:\1. PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\CIVIL DESIGN - 244-43.CCD 17TH ST.DWG



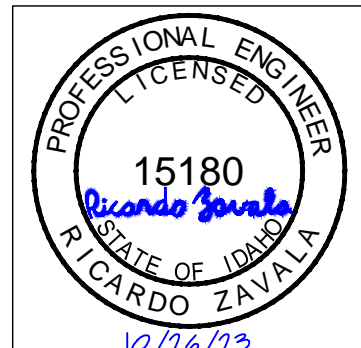
Plans Are Accepted For Public Street Construction

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

BY: *[Signature]* DATE: 10/26/23
ADA COUNTY HIGHWAY DISTRICT

CCDC 17TH STREET IMPROVEMENTS
GRADING PLAN - IDAHO POWER COMPANY FRONTAGE

Quadrant Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

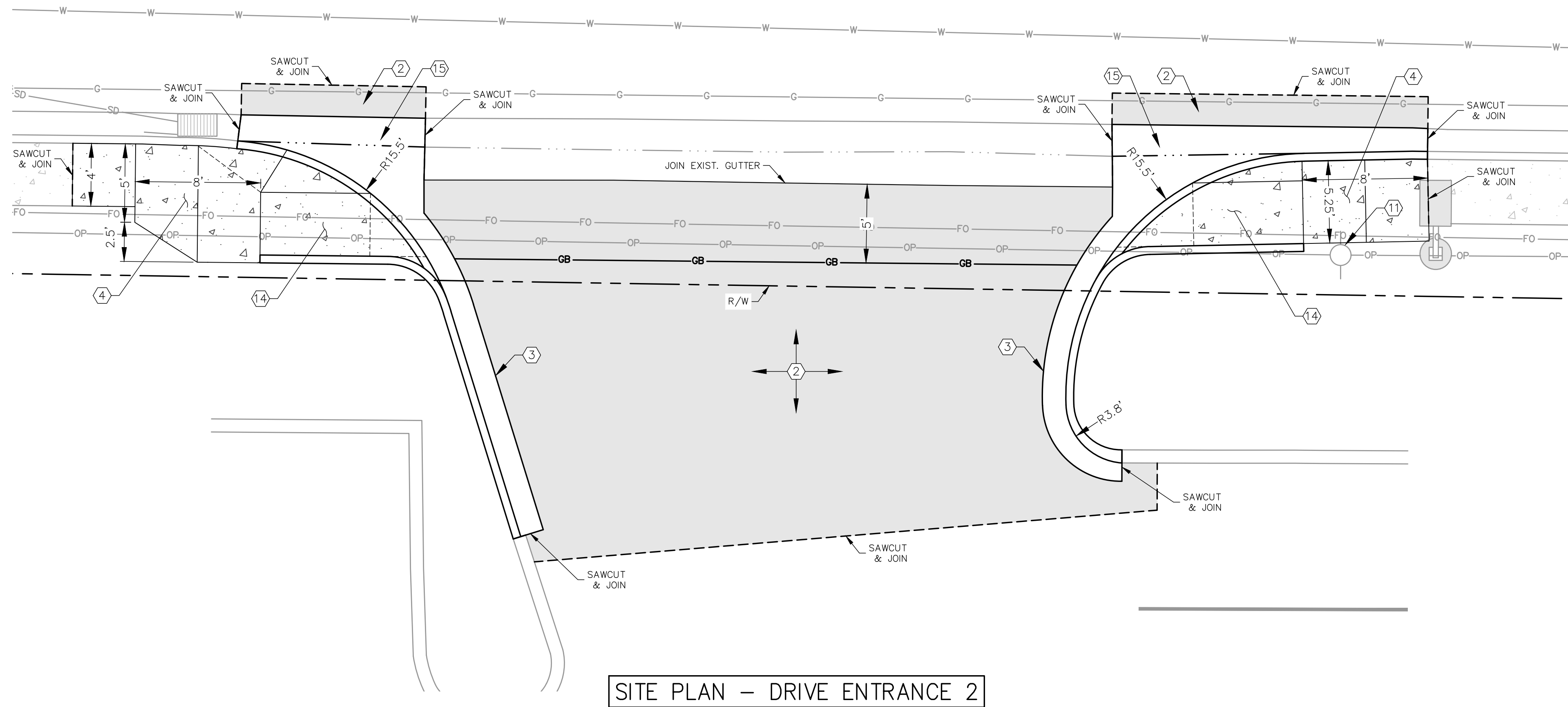


BOISE
DESIGN PHASE
CONSTRUCTION PLANS
PROJECT NUMBER
204-43
CCDC TASK ORDER NUMBER
19-008
IDAHO

DESIGNED BY: RZ _____			CHECKED BY: RZ _____		
DRAWN BY: RZ _____			PLOT DATE: 10/26/23 _____		
NO.	DATE	BY	REVISION		

SHEET
C4.03

S 17TH ST



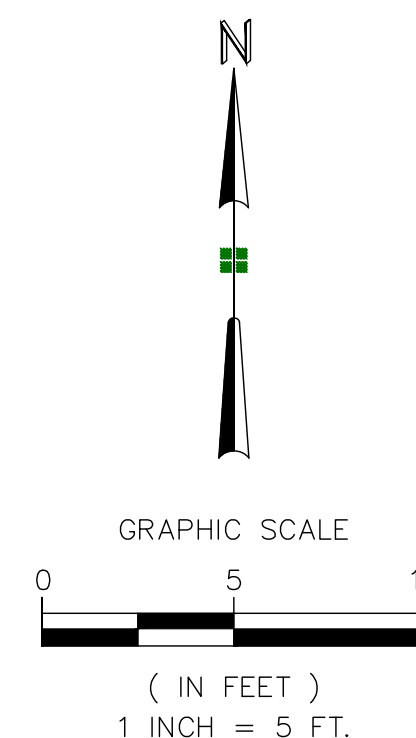
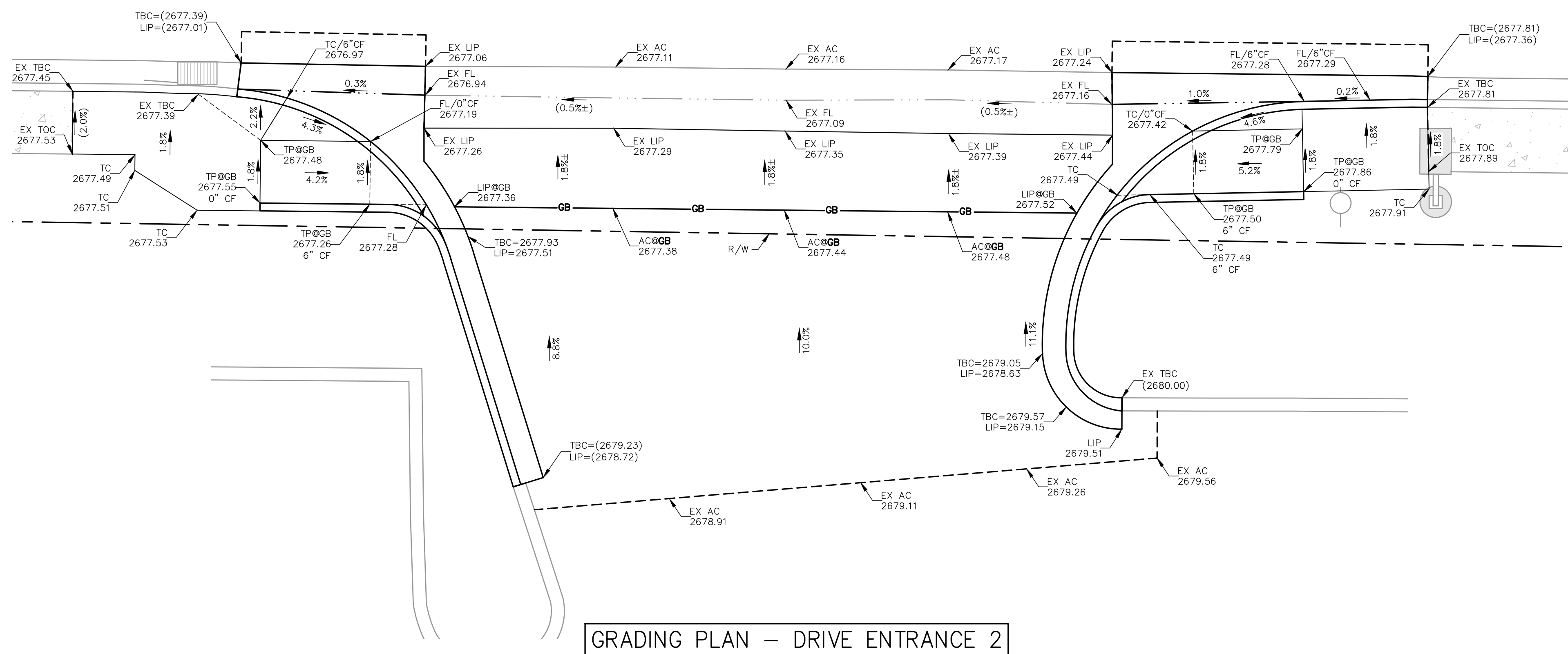
KEYNOTES

- 2 ASPHALT REPAIR PER DETAIL 1/CD1.00
- 3 6" VERTICAL CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPMC SD-701
- 4 CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPMC SD-709
- 11 2" GAP BETWEEN BACK OF SIDEWALK AND POWER POLE
- 14 PEDESTRIAN RAMP TYPE C4 PER ISPMC SD-712C, MODIFIED PER PLAN
- 15 VALLEY GUTTER PER ACHD SUPPLEMENTAL TO ISPMC SD-708, MODIFIED PER PLAN

LANDSCAPE NOTE

1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.

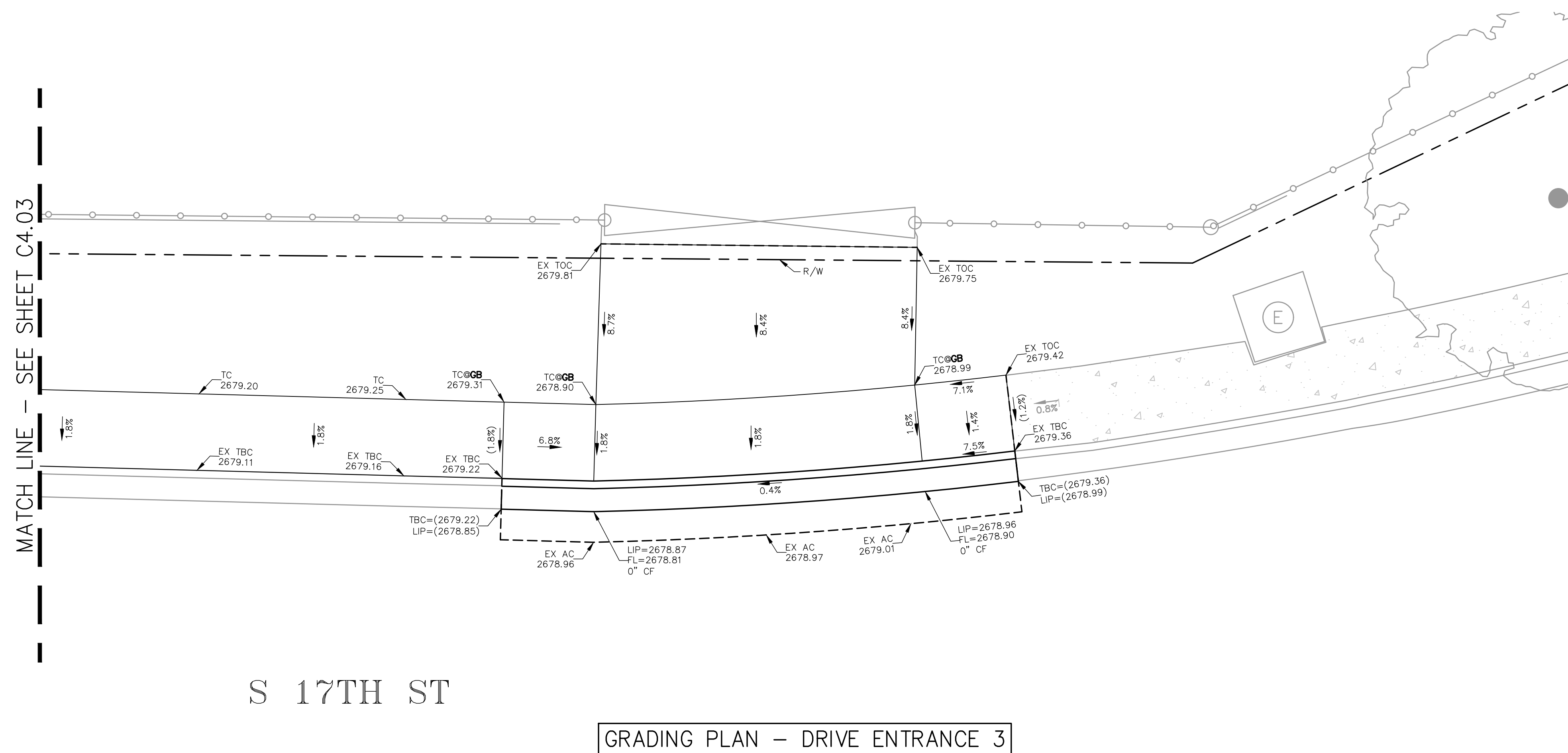
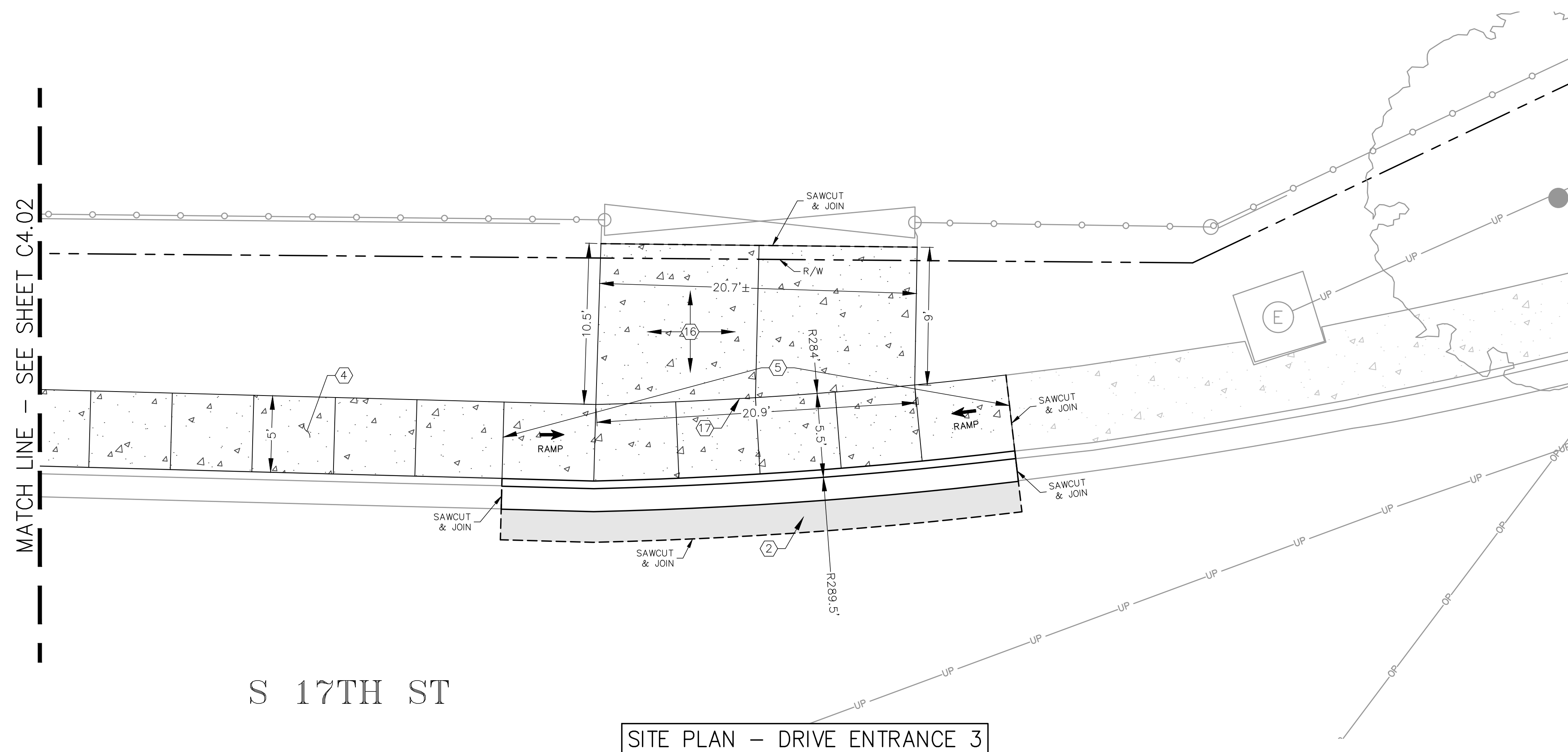
S 17TH ST



Plans Are Accepted For Public
Street Construction

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

BY: *[Signature]* DATE: 10/26/23
ADA COUNTY HIGHWAY DISTRICT

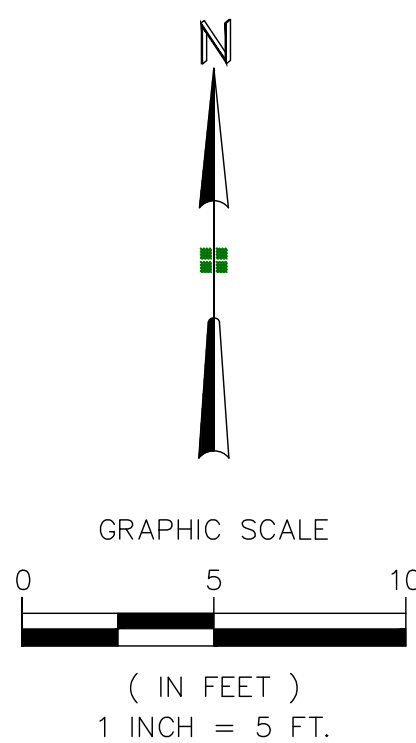


KEYNOTES

- (2) ASPHALT REPAIR PER DETAIL 1/CD1.00
- (4) CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPWC SD-709
- (5) CONCRETE DRIVEWAY APPROACH PER ACHD SUPPLEMENT TO ISPWC SD-710B
- (6) CONCRETE PAVEMENT PER DETAIL 2/CD1.00
- (7) 3" BITUMINOUS PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) WITH POLYURETHANE SEALANT (TREMCO THC-901, OR APPROVED EQUAL)

LANDSCAPE NOTE


1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.

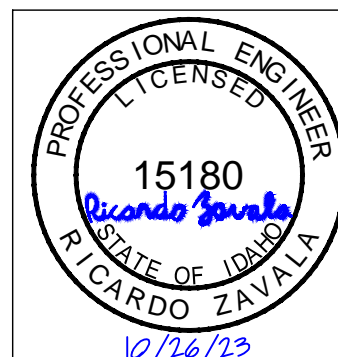


Plans Are Accepted For Public Street Construction

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BY R. G. R. DATE 11/14/2023
ADA COUNTY HIGHWAY DISTRICT

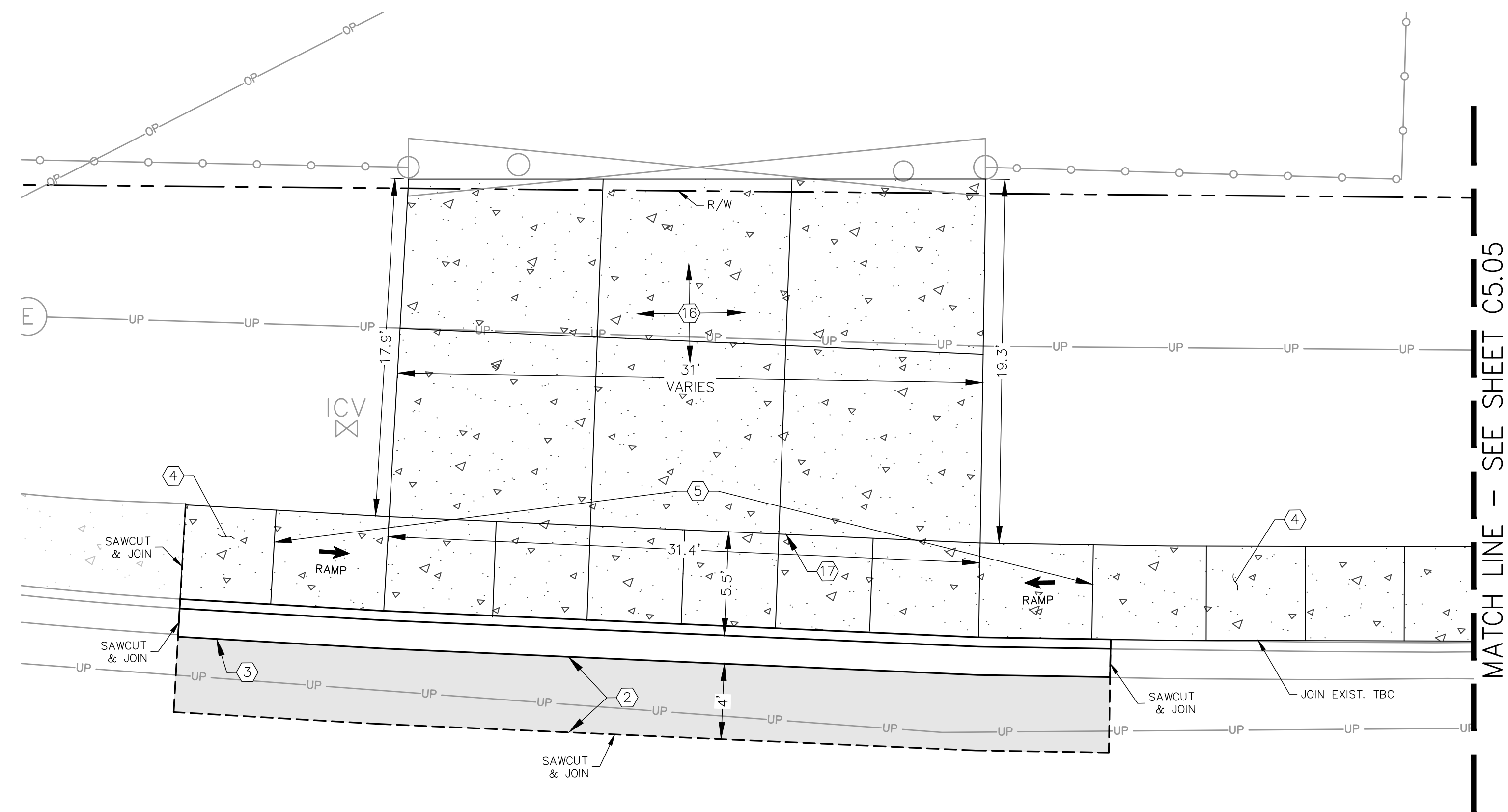
 **Quadrant Consulting, Inc.**
1904 W. Overland Rd
Boise, Idaho 83705
42-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

CCDC 17TH STREET IMPROVEMENTS
SITE PLAN AND GRADING PLAN – DRIVE ENTRANCE 3

BOISE

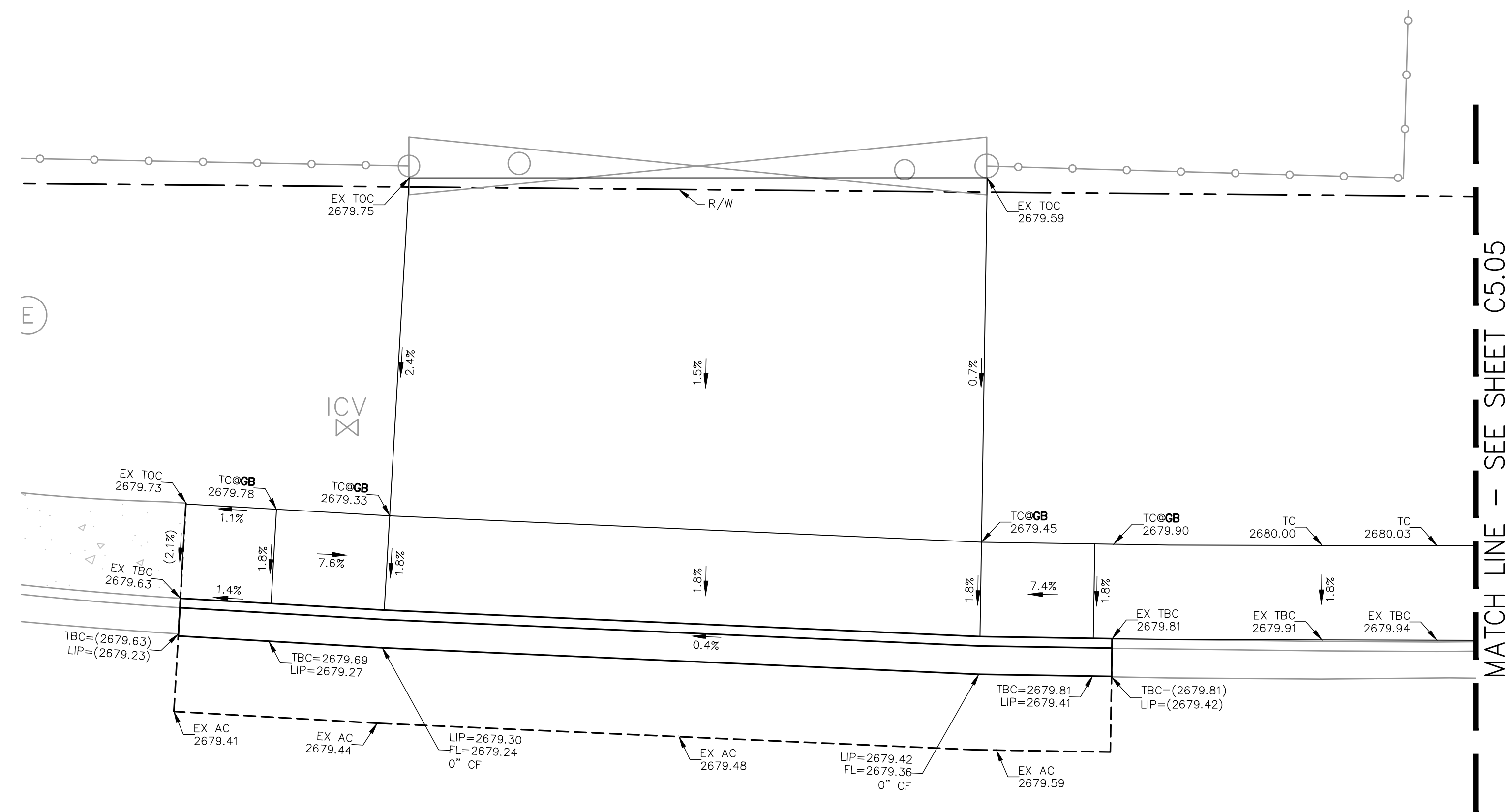
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SHEET
C5.03



S 17TH ST

SITE PLAN – DRIVE ENTRANCE 4



S 17TH ST

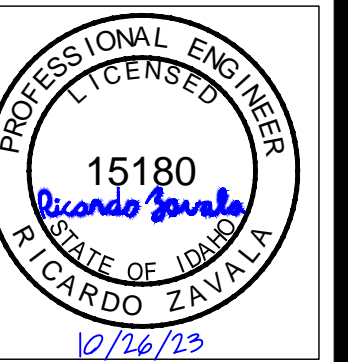
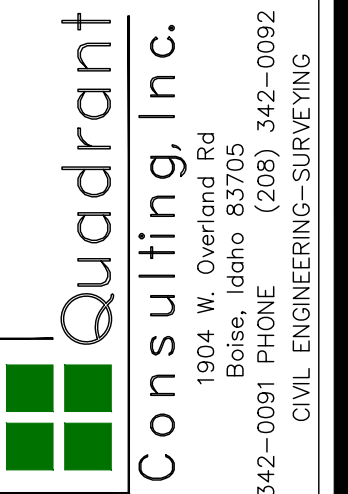
GRADING PLAN – DRIVE ENTRANCE 4

KEYNOTES

- 2 ASPHALT REPAIR PER DETAIL 1/CD1.00
3 6" VERTICAL CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPWC SD-701
4 CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPWC SD-709
5 CONCRETE DRIVEWAY APPROACH PER ACHD SUPPLEMENT TO ISPWC SD-710B
6 CONCRETE PAVEMENT PER DETAIL 2/CD1.00
7 3" BITUMINOUS PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) WITH
8 POLYURETHANE SEALANT (TREMCO THC-901, OR APPROVED EQUAL)

LANDSCAPE NOTE

1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.

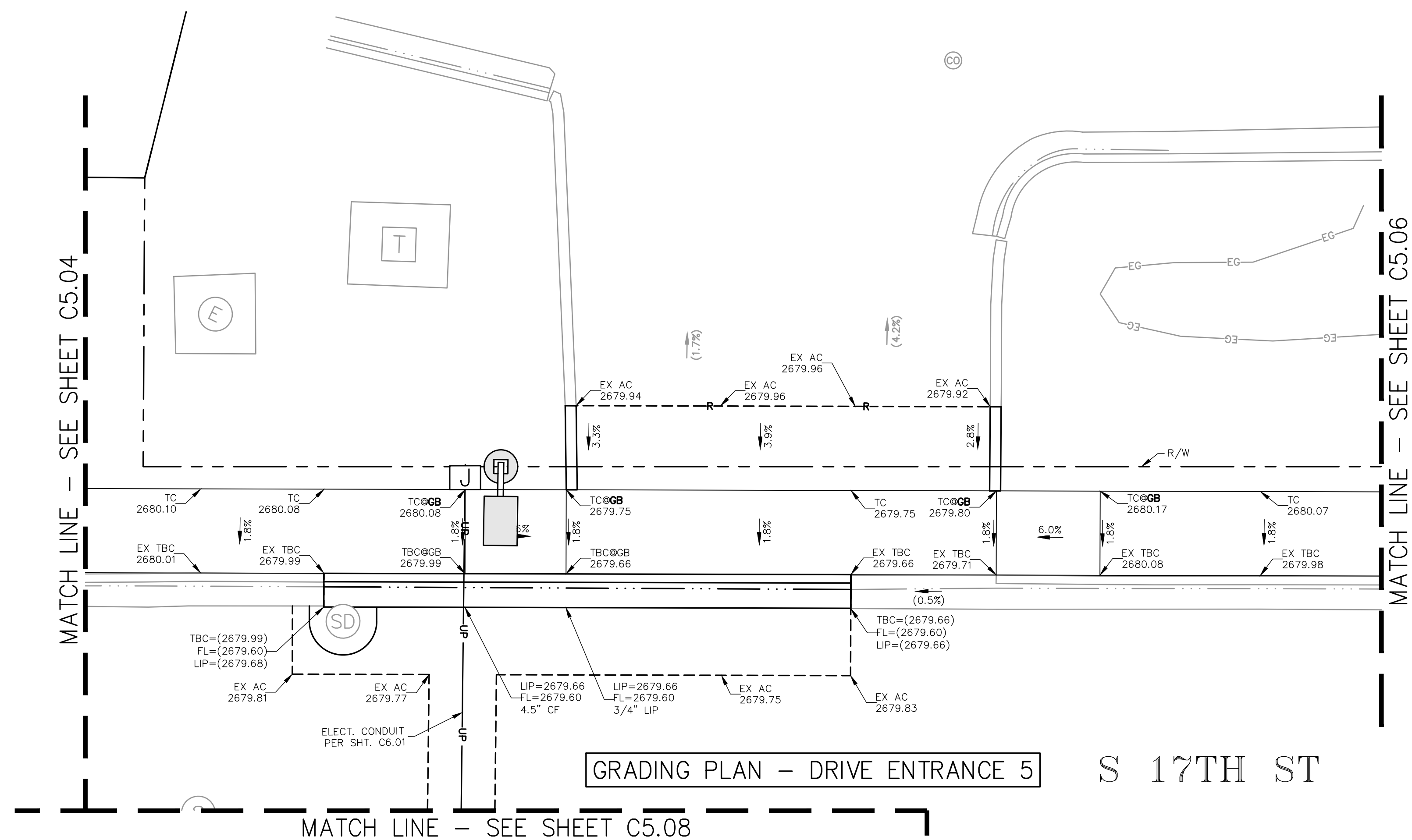
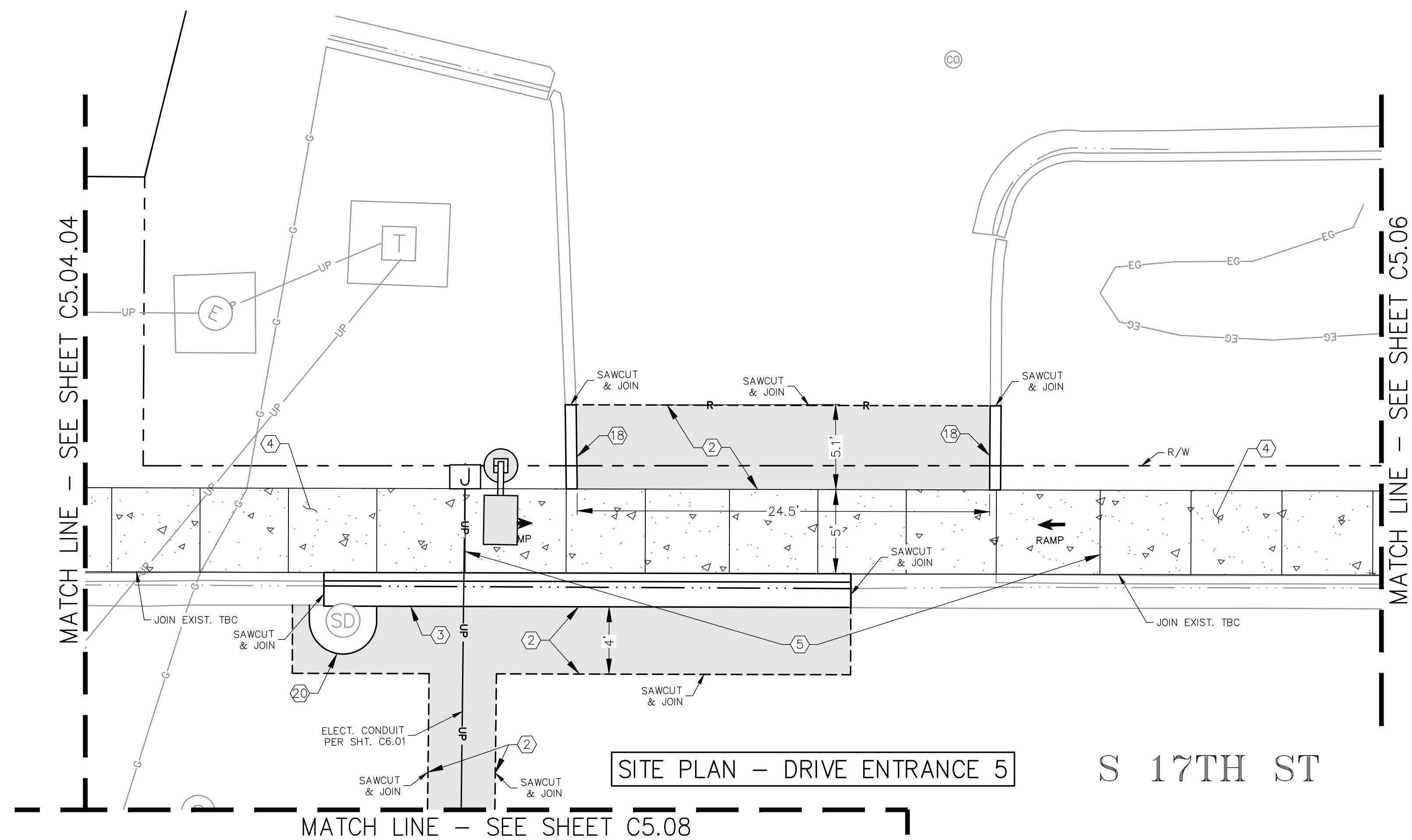


BOISE	DESIGN PHASE CONSTRUCTION PLANS	PROJECT NUMBER 204-43	CCDC TASK ORDER NUMBER 19-008	IDAHO
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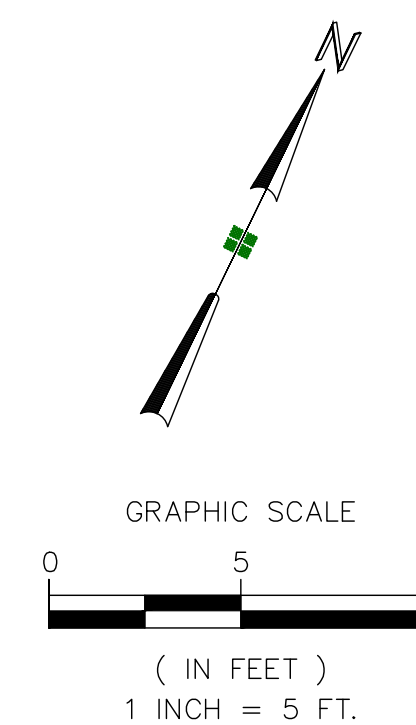
SHEET

C5.04



- ## KEYNOTES
- | | |
|---|---|
| 2 | ASPHALT REPAIR PER DETAIL 1/C01.00 |
| 3 | 6" VERTICAL CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPWC SD-701 |
| 4 | CONCRETE SIDEWALK PER ACHD SUPPLEMENT TO ISPWC SD-709 |
| 5 | CONCRETE DRIVEWAY APPROACH PER ACHD SUPPLEMENT TO ISPWC SD-710B |
| 6 | CURB TERMINUS (NO GUTTER) PER ISPWC SD-707 |
| 7 | NOT USED |
| 8 | MANHOLE COLLAR PER ISPWC SD-616 |

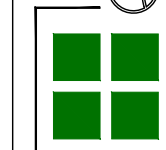
- LANDSCAPE NOTE**
1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.



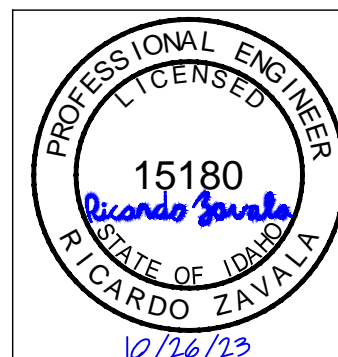
Plans Are Accepted For Public Street Construction

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BY [Signature] DATE 11/16/2023
ADA COUNTY HIGHWAY DISTRICT



Equal Opportunity
Consulting, Inc.
1904 W. Overland Rd
Boise, Idaho 83705
(208) 342-0091 PHONE (208) 342-0092 FAX
CIVIL ENGINEERING-SURVEYING

CCDC 17TH STREET IMPROVEMENTS
SITE PLAN AND GRADING PLAN – DRIVE ENTRANCE 5

BOISE

	DESIGN PHASE	CONSTRUCTION PLANS
1. General Notes	1. General Notes	1. General Notes
2. Materials	2. Materials	2. Materials
3. Construction Methods	3. Construction Methods	3. Construction Methods
4. Quality Control	4. Quality Control	4. Quality Control
5. Safety	5. Safety	5. Safety
6. Environmental Protection	6. Environmental Protection	6. Environmental Protection
7. Construction Schedule	7. Construction Schedule	7. Construction Schedule
8. Construction Budget	8. Construction Budget	8. Construction Budget
9. Construction Risk Management	9. Construction Risk Management	9. Construction Risk Management
10. Construction Communication	10. Construction Communication	10. Construction Communication
11. Construction Documentation	11. Construction Documentation	11. Construction Documentation
12. Construction Closeout	12. Construction Closeout	12. Construction Closeout

PROJECT NUMBER
204-43CCDC TASK ORDER NUMBER
19-008

DAHO

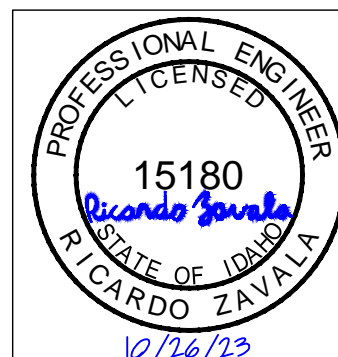
CHECKED BY: RZ

11

DESIGNED BY: RZ/TP

11

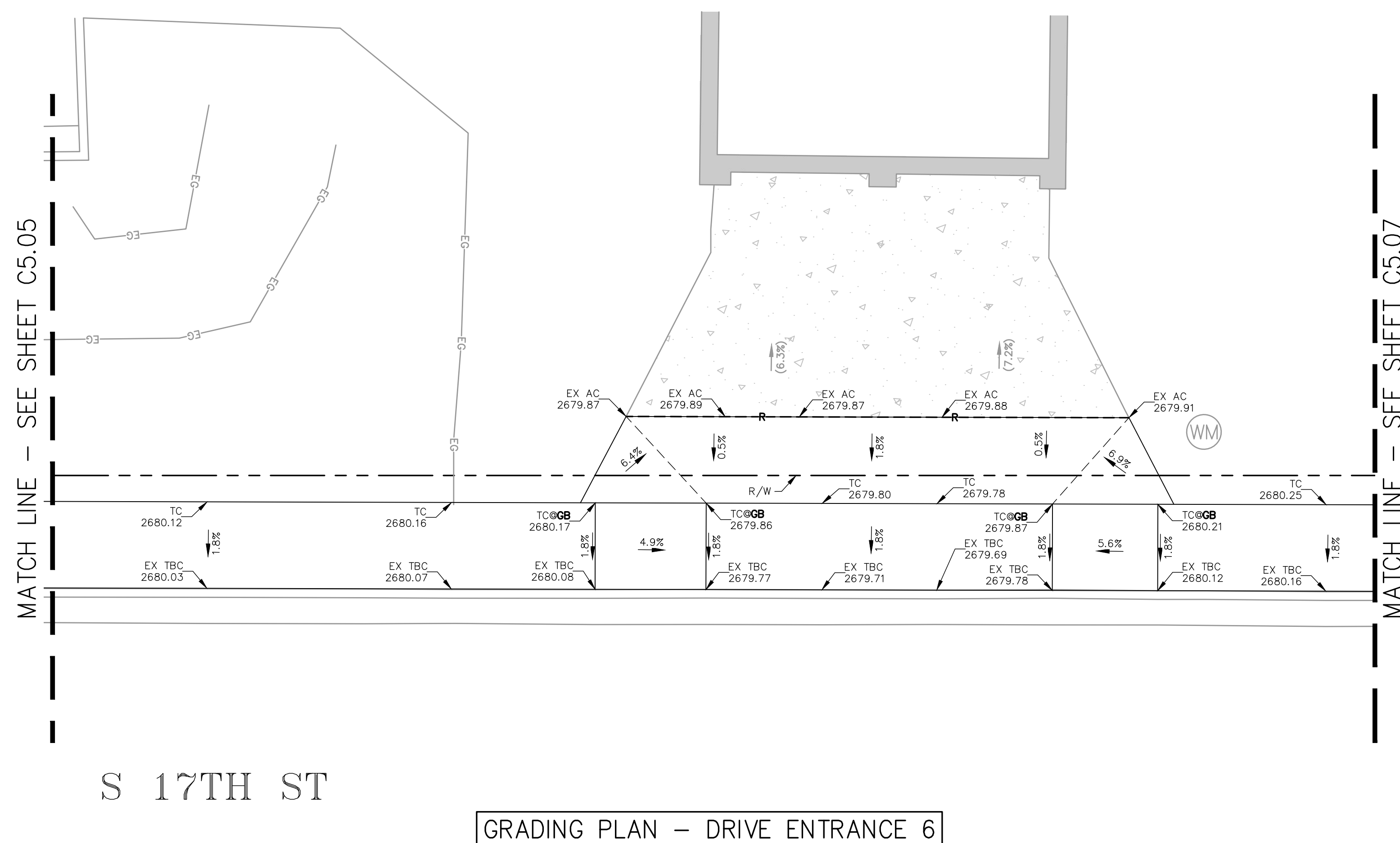
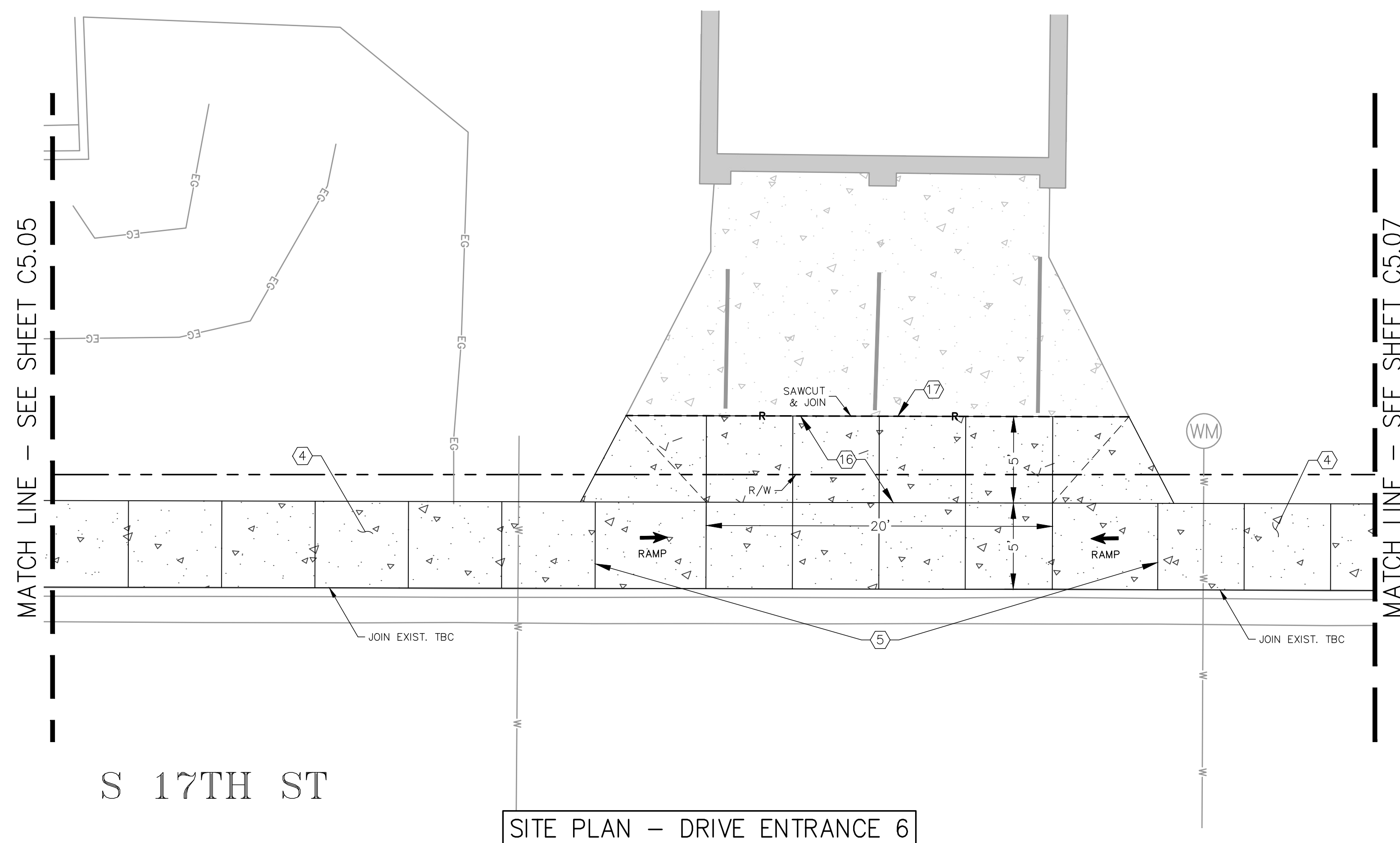
SHEET
C5.05

CCDC 17TH STREET IMPROVEMENTS
SITE PLAN AND GRADING PLAN – DRIVE ENTRANCE 6

BOISE	DESIGN PHASE CONSTRUCTION PLANS	PROJECT NUMBER 204-43	CCDC TASK ORDER NUMBER 19-008	IDAHO
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DESIGNED BY: RZ/TP
DRAWN BY: RZ/TP
CHECKED BY: RZ
PLOT DATE: 10/26/23

SHEET
C5.06

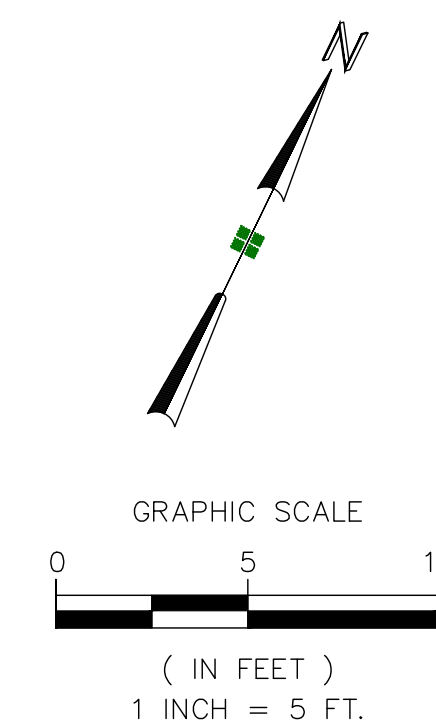


KEYNOTES

- | | |
|---|---|
| 4 | CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPWC SD-709 |
| 5 | CONCRETE DRIVEWAY APPROACH PER ACHD SUPPLEMENT TO ISPWC SD-710B |
| 6 | CONCRETE PAVEMENT PER DETAIL 2/CD1.00 |
| 7 | 3" BITUMINOUS PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) WITH POLYURETHANE SEALANT (TREMCO THC-901, OR APPROVED EQUAL) |

LANDSCAPE NOTE

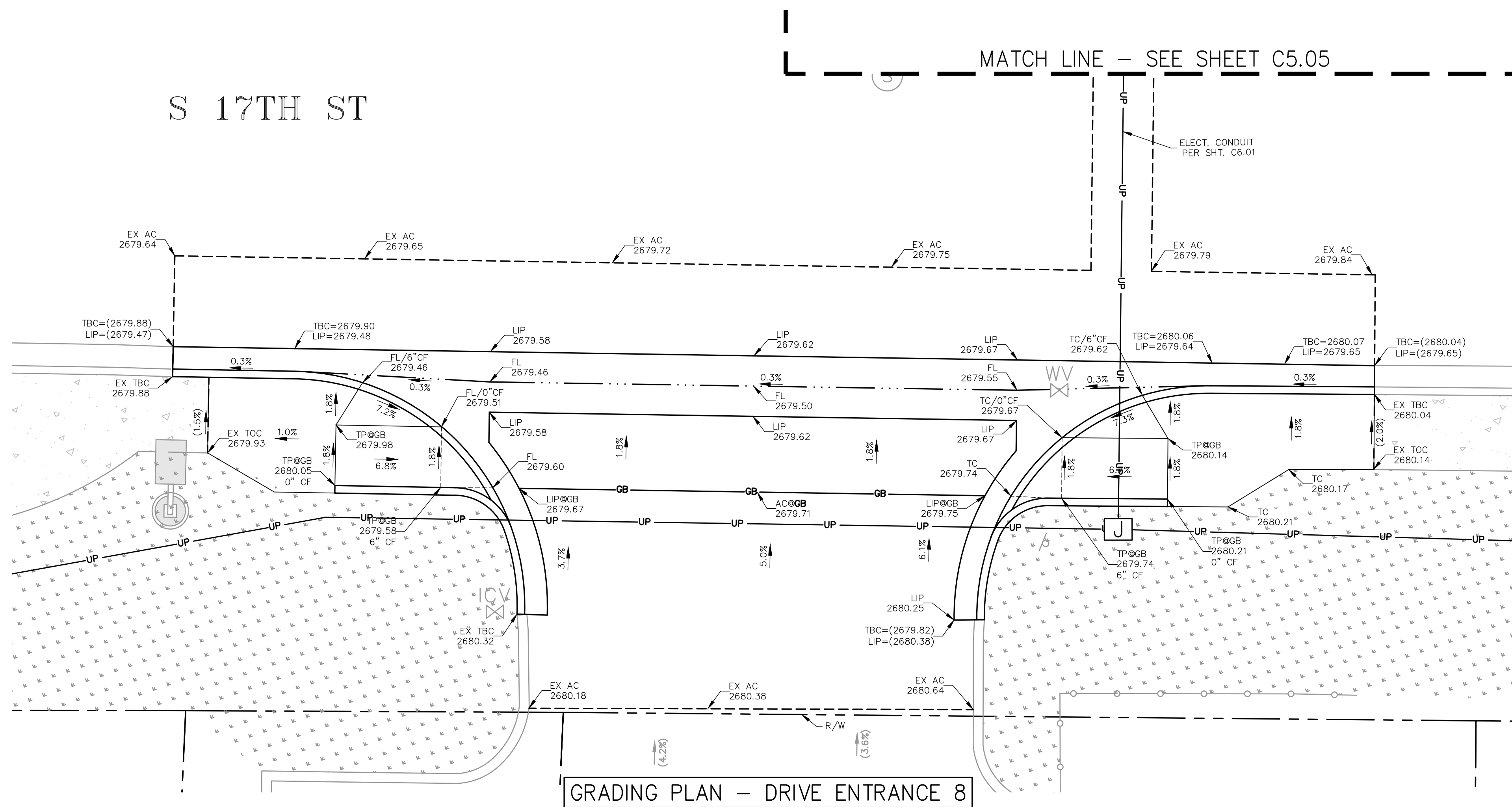
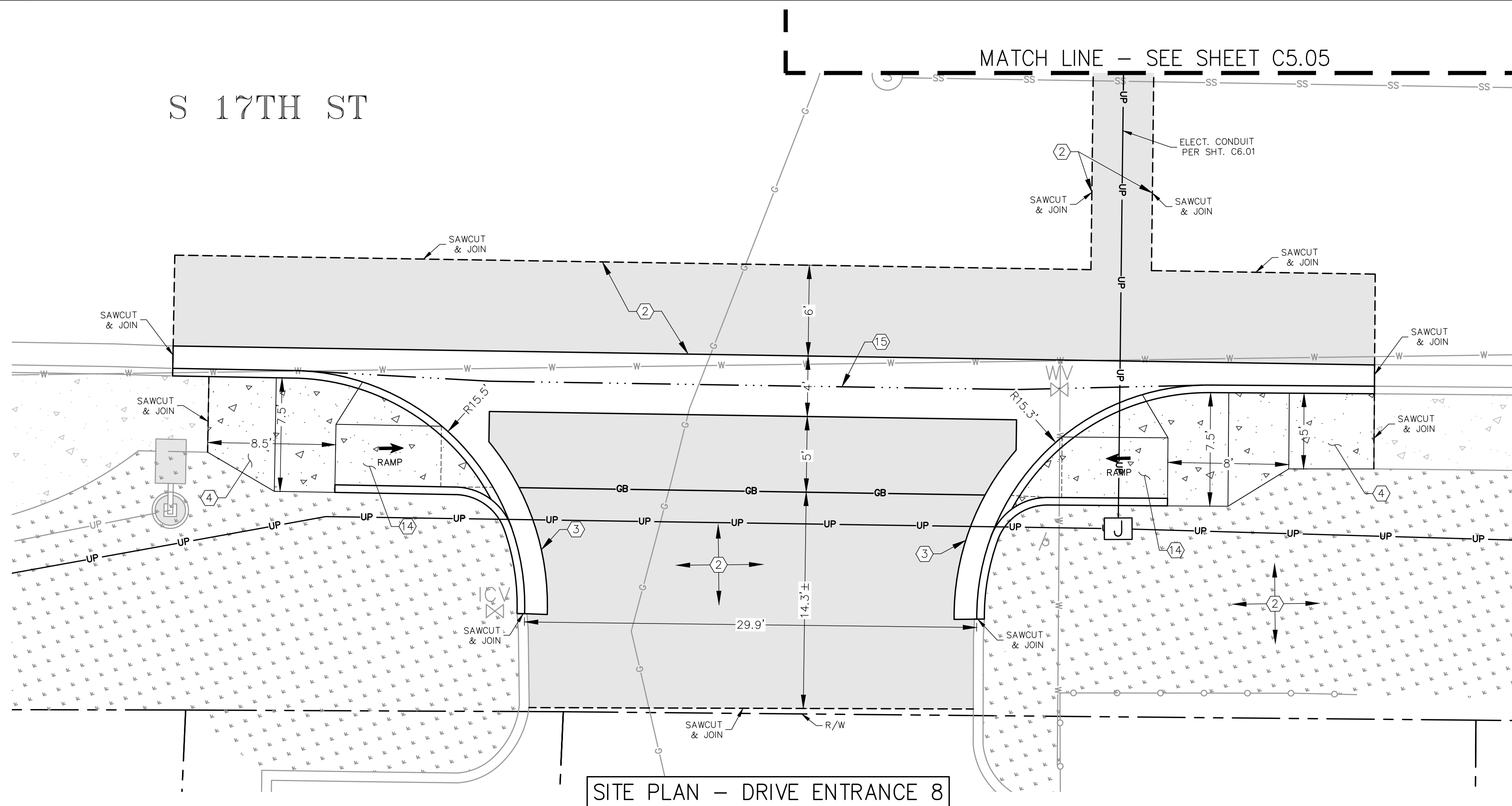
1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.



Plans Are Accepted For Public Street Construction

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

BY [Signature] DATE 11/14/2023
ADA COUNTY HIGHWAY DISTRICT

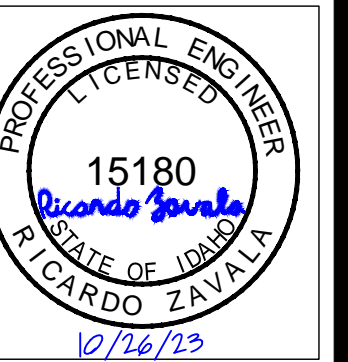
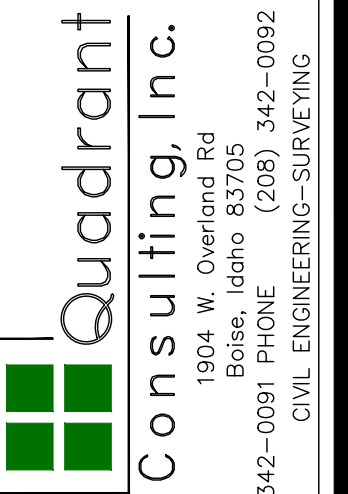


KEYNOTES

- ② ASPHALT REPAIR PER DETAIL 1/CD1.00
③ 6" VERTICAL CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPWC SD-701
④ CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPWC SD-709
④ PEDESTRIAN RAMP TYPE C4 PER ISPWC SD-712C, MODIFIED PER PLAN
⑤ VALLEY GUTTER PER ACHD SUPPLEMENTAL TO ISPWC SD-708, MODIFIED PER PLAN

LANDSCAPE NOTE

1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.



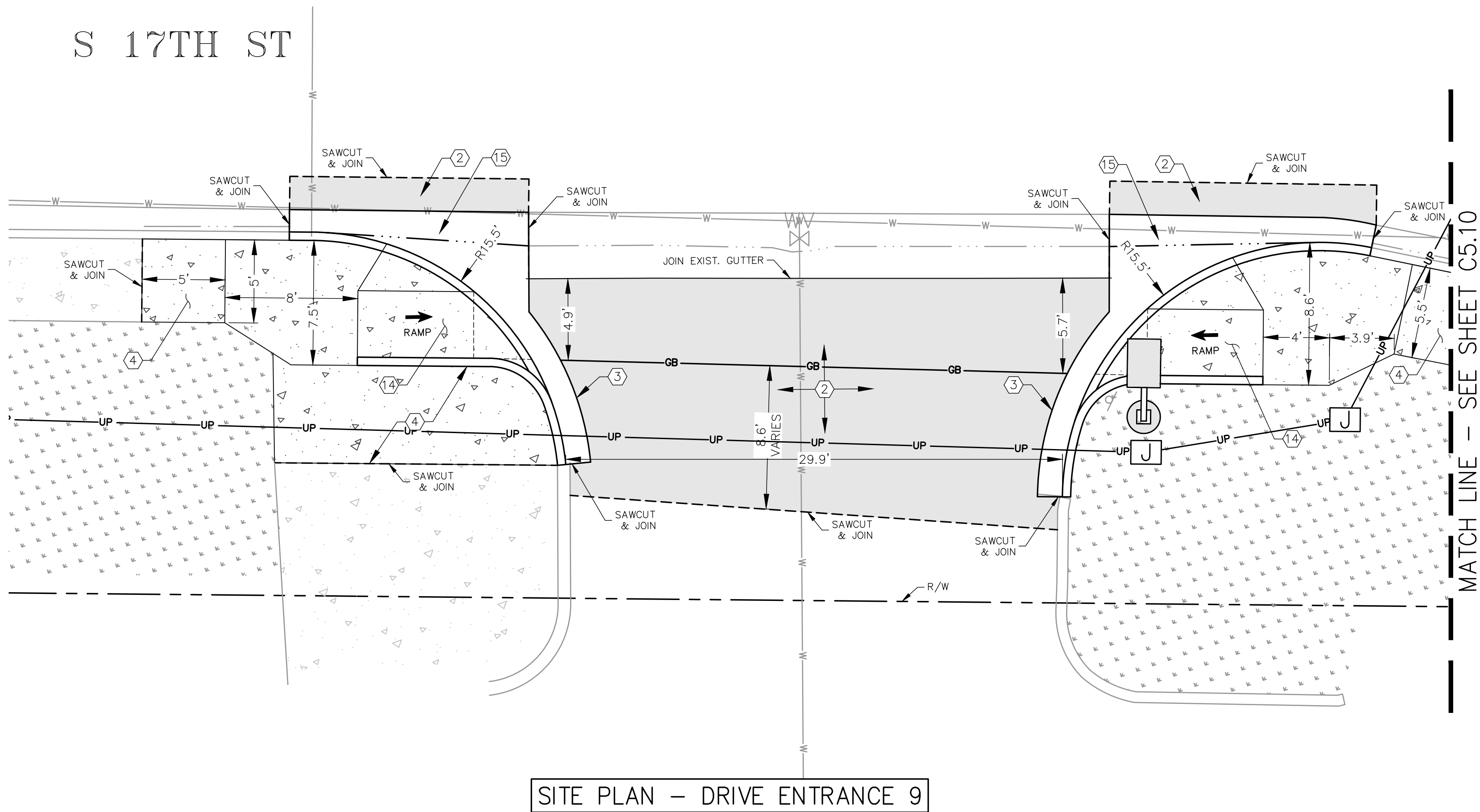
BOISE	DESIGN PHASE CONSTRUCTION PLANS	PROJECT NUMBER 204-43	CCDC TASK ORDER NUMBER 19-008	IDAHO
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SHEET

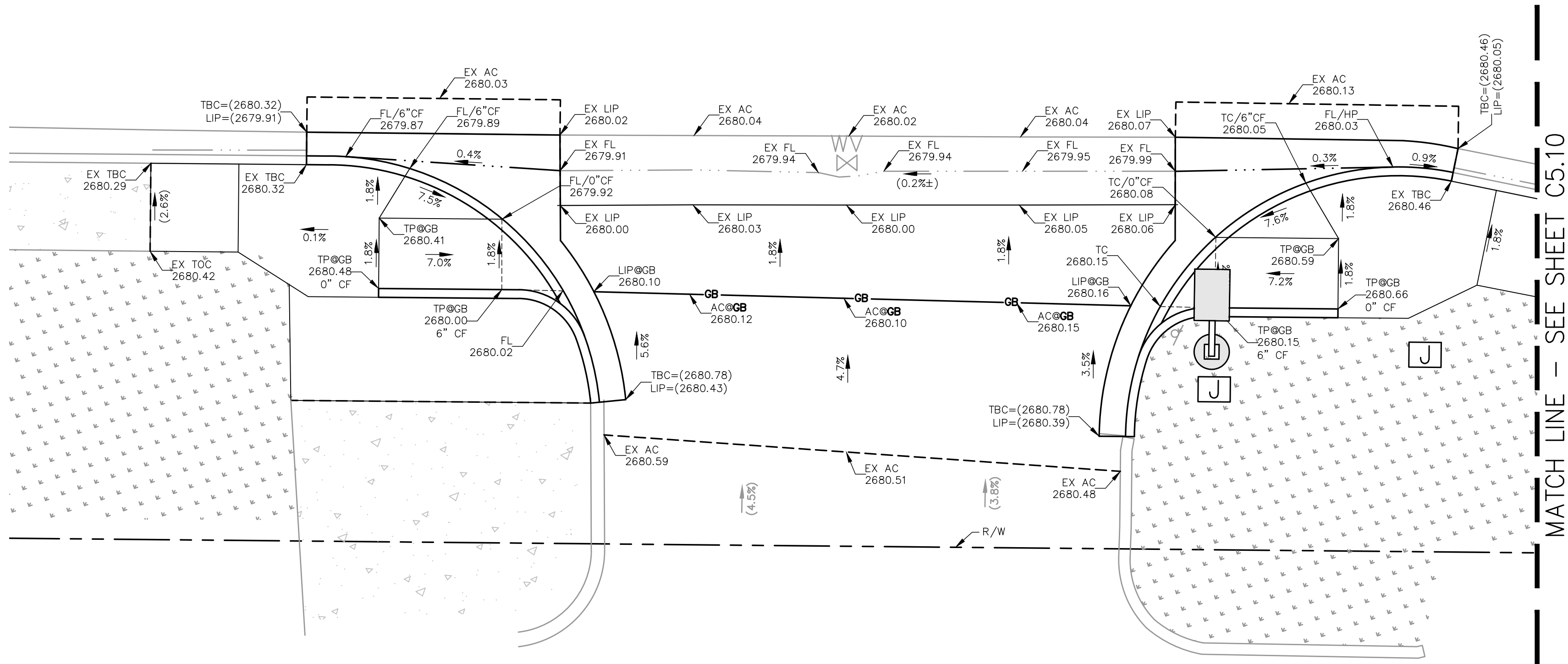
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S 17TH ST



SITE PLAN - DRIVE ENTRANCE 9

S 17TH ST



GRADING PLAN - DRIVE ENTRANCE 9

KEYNOTES

- 2 ASPHALT REPAIR PER DETAIL 1/CD1.00
- 3 6" VERTICAL CURB AND GUTTER PER ACHD SUPPLEMENT TO ISPMC SD-701
- 4 CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPMC SD-709
- 14 PEDESTRIAN RAMP TYPE C4 PER ISPMC SD-712C, MODIFIED PER PLAN
- 15 VALLEY GUTTER PER ACHD SUPPLEMENTAL TO ISPMC SD-708, MODIFIED PER PLAN

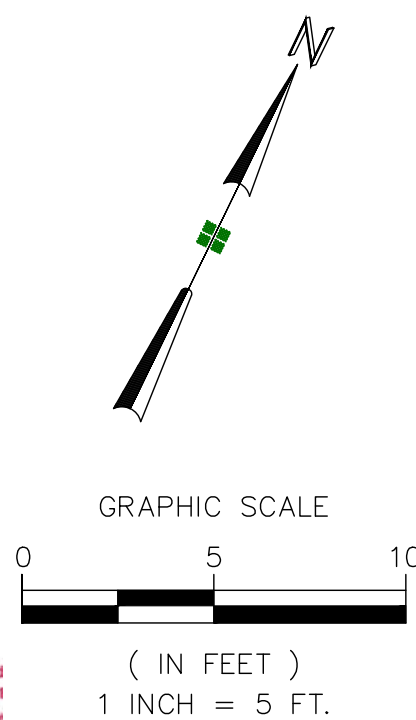
LANDSCAPE NOTE

1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.

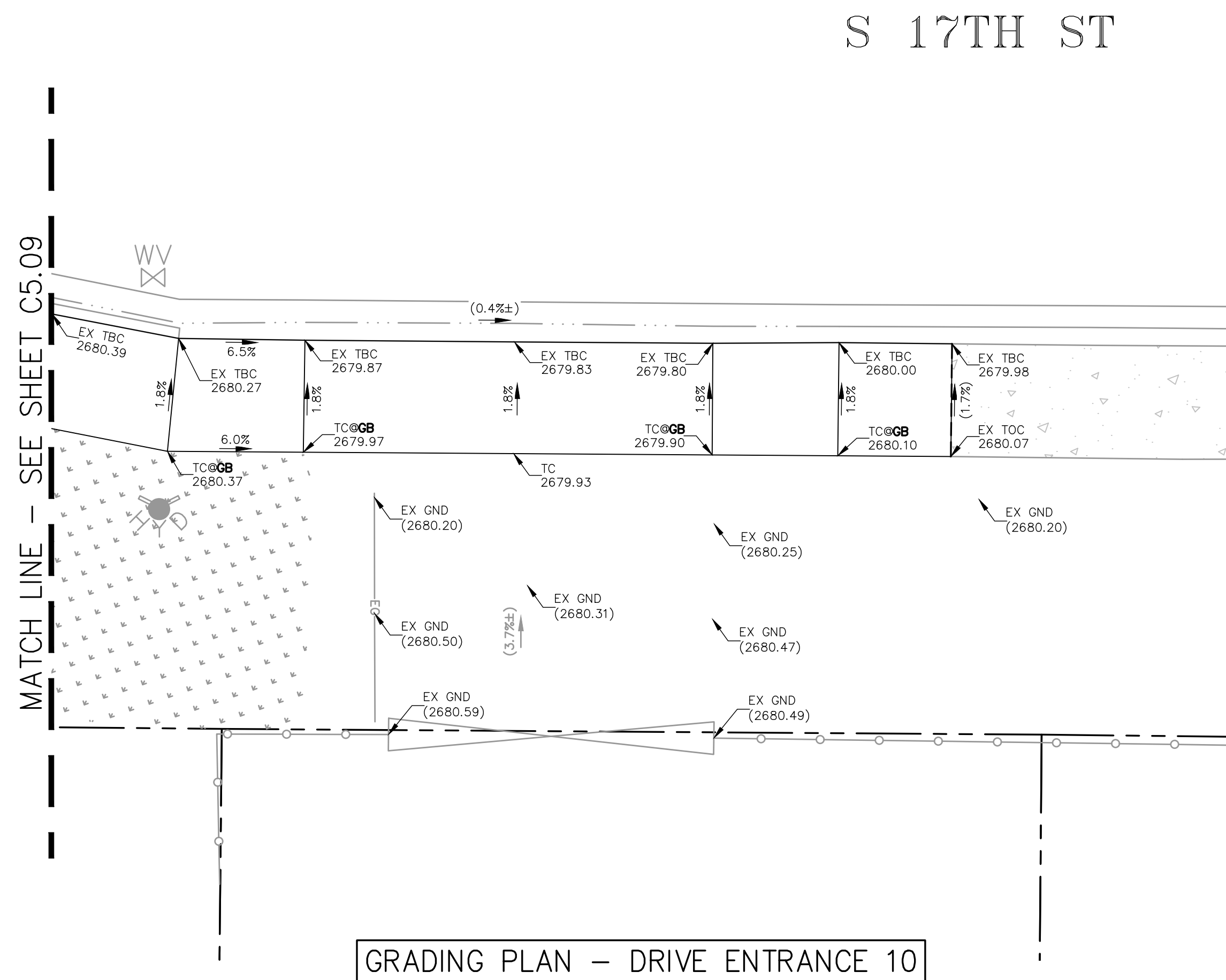
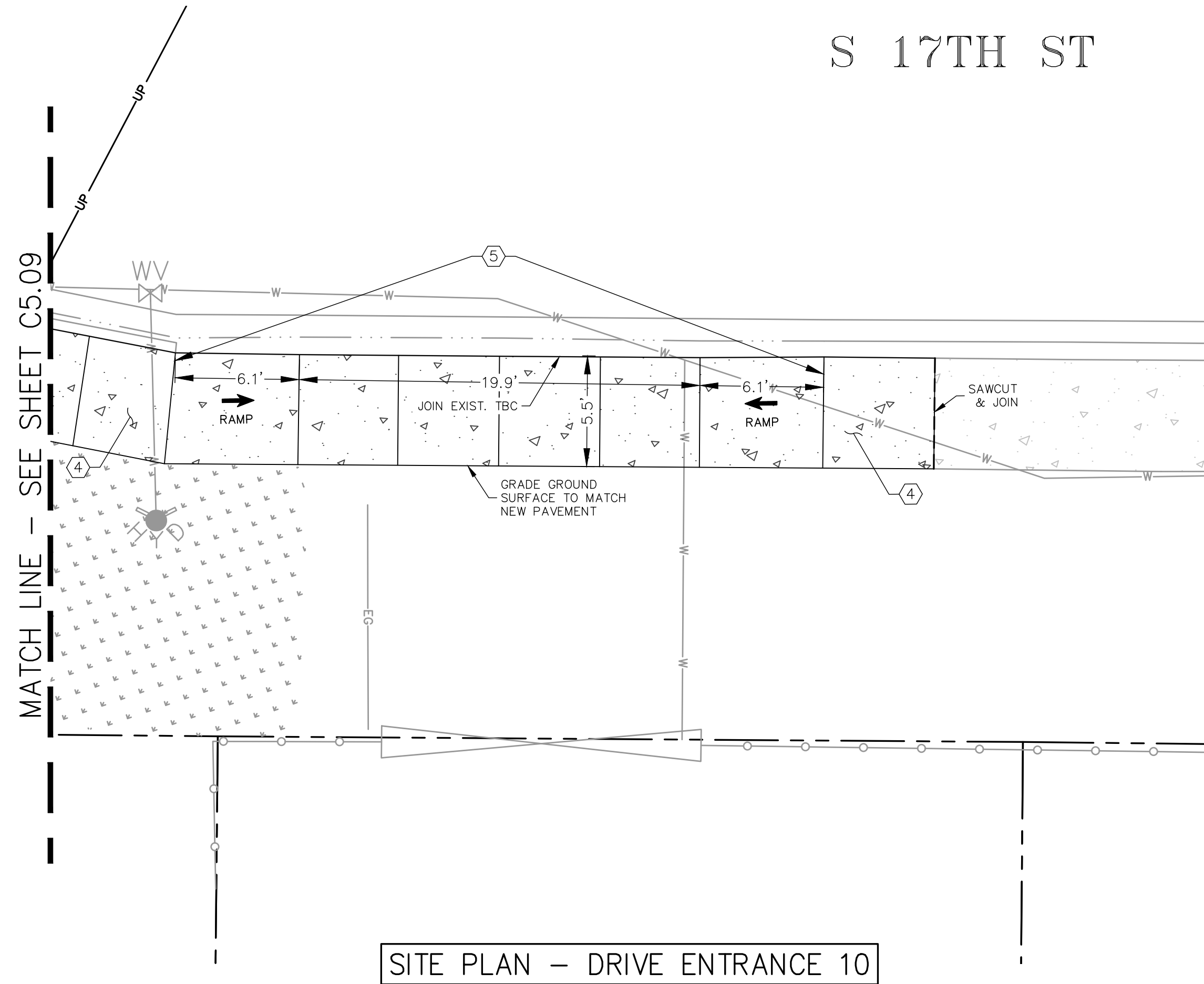
Plans Are Accepted For Public Street Construction

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BY: [Signature] DATE: 10/26/23
ADA COUNTY HIGHWAY DISTRICT



USER: RICARDO ZAVALLA LOCATION: C:\PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\004 RAMP DESIGN - 243.03 CCDC 17TH ST.DWG



KEYNOTES

- (4) CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPMC SD-709
- (5) CONCRETE DRIVEWAY APPROACH PER ACHD SUPPLEMENT TO ISPMC SD-710B

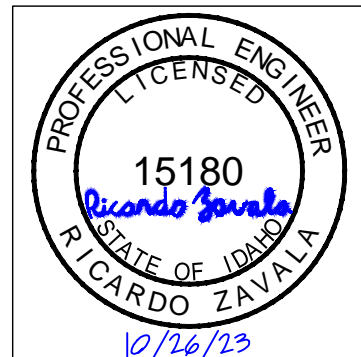
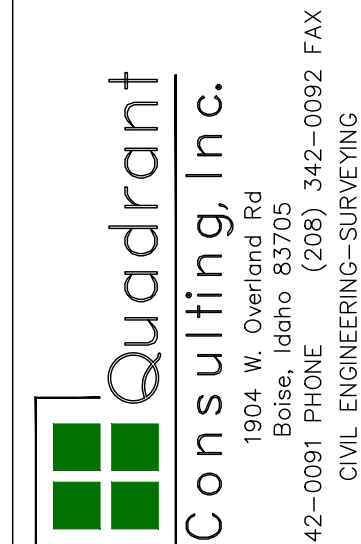
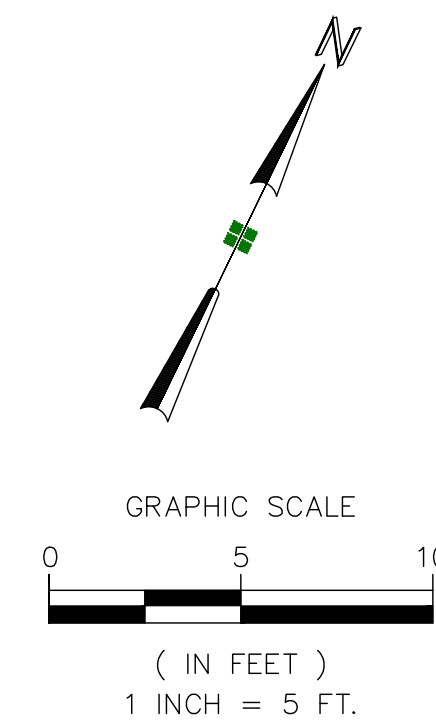
LANDSCAPE NOTE

1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.

Plans Are Accepted For Public
Street Construction

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

BY [Signature] DATE 11/14/2023
ADA COUNTY HIGHWAY DISTRICT

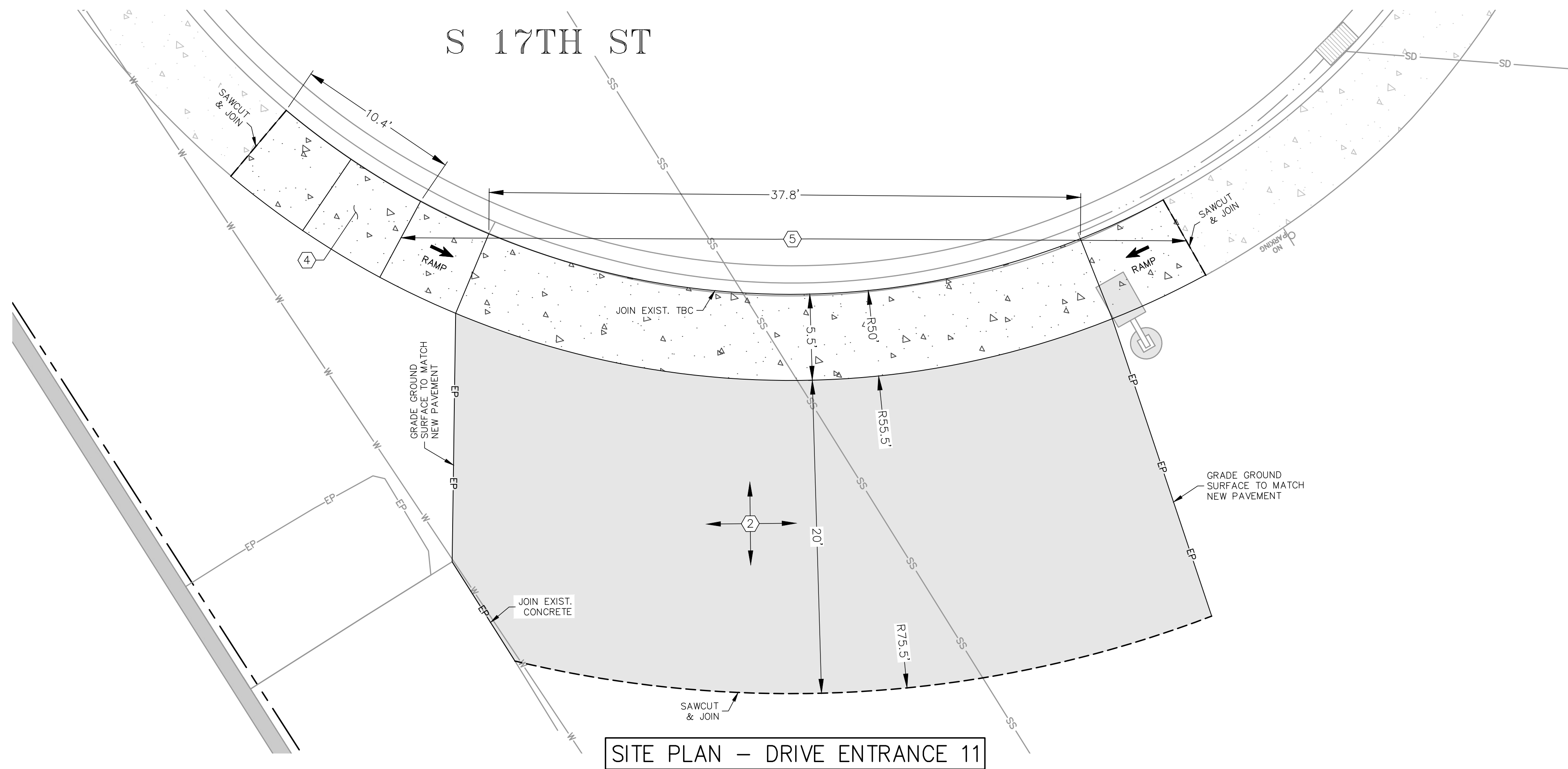


CCDC 17TH STREET IMPROVEMENTS
SITE PLAN AND GRADING PLAN - DRIVE ENTRANCE 10

BOISE DESIGN PHASE
CONSTRUCTION PLANS

DESIGNED BY: RZ/TP		CHECKED BY: RZ	
DRAWN BY: RZ/TP		PLOT DATE: 10/26/23	
NO.	DATE	BY	REVISION

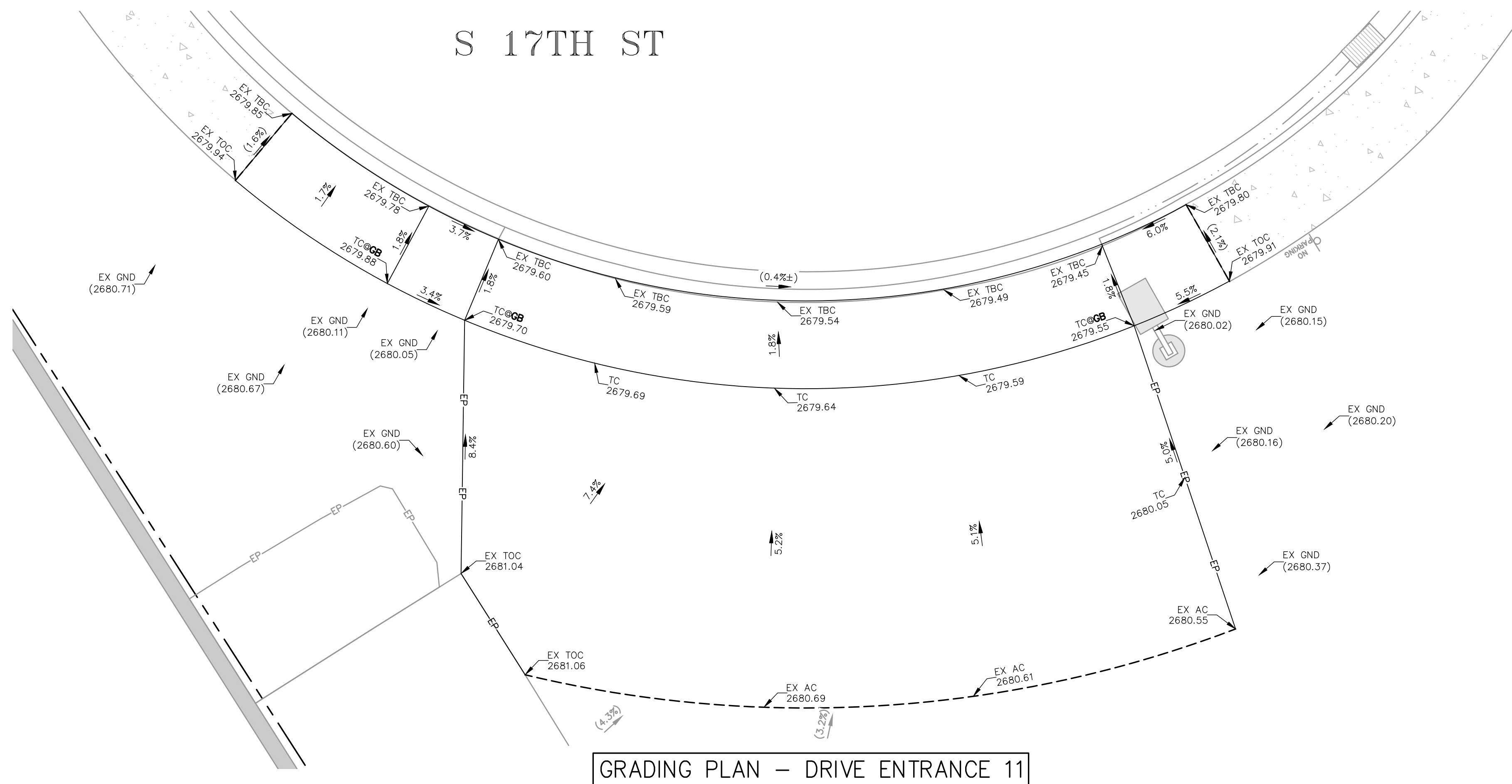
SHEET
C5.10



SITE PLAN – DRIVE ENTRANCE 11

- KEYNOTES
- ② ASPHALT REPAIR PER DETAIL 1/CD1.00
 - ④ CONCRETE SIDEWALK PER ACHD SUPPLEMENTAL TO ISPMC SD-709
 - ⑤ CONCRETE DRIVEWAY APPROACH PER ACHD SUPPLEMENT TO ISPMC SD-710B

- LANDSCAPE NOTE
- 1. REPAIR DISTURBED SOD, LANDSCAPING AND IRRIGATION SYSTEM PER ACHD STANDARD SPECIAL PROVISIONS.

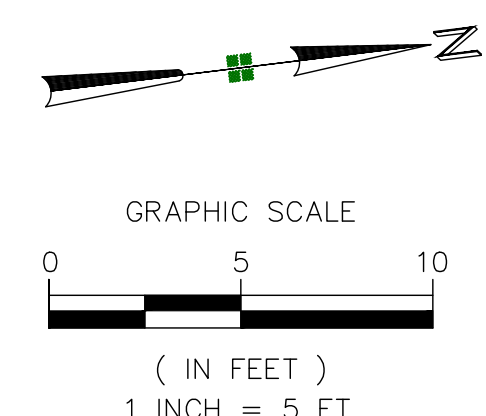


GRADING PLAN – DRIVE ENTRANCE 11

Plans Are Accepted For Public Street Construction

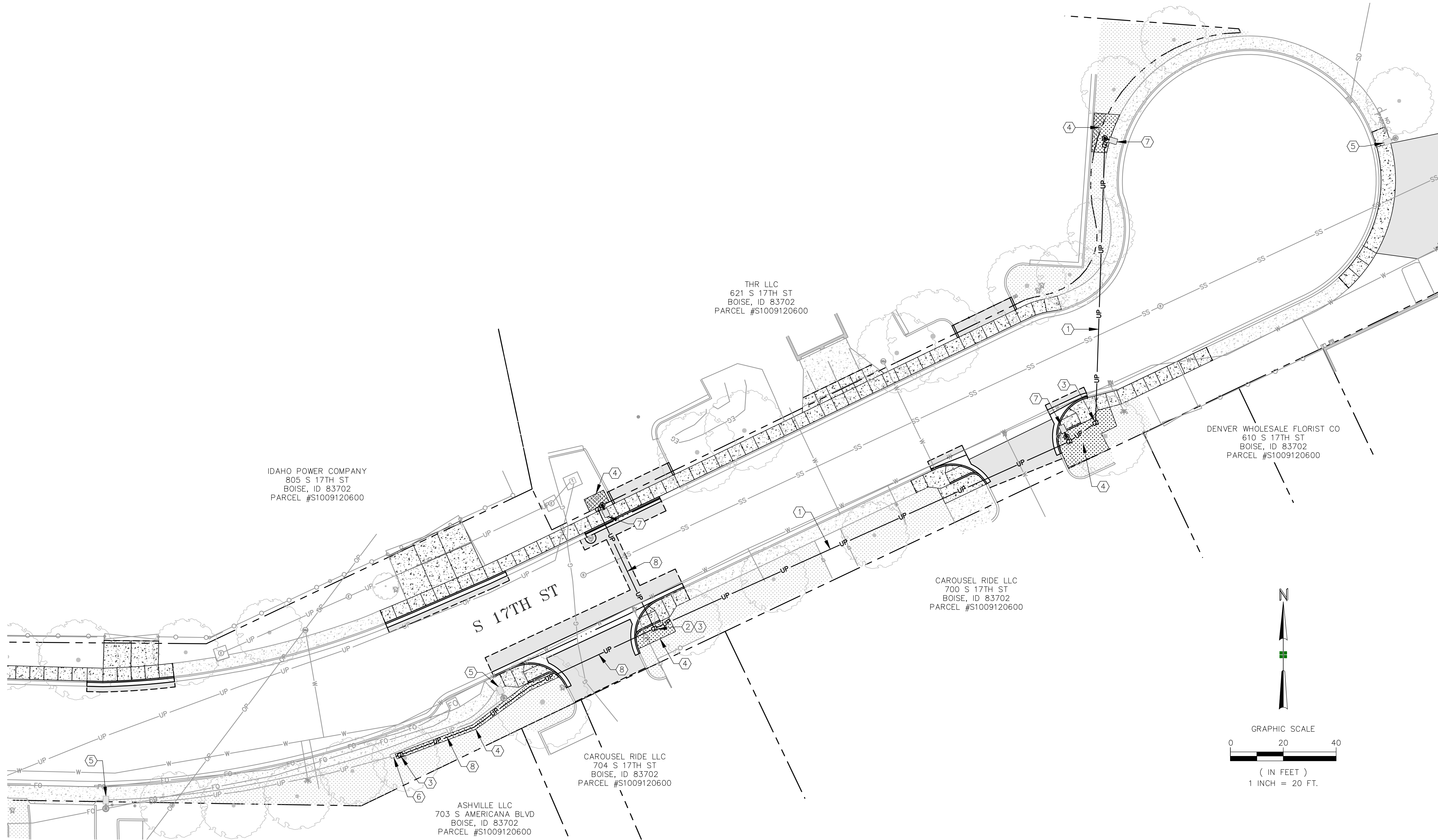
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BY: [Signature] DATE: 11/14/2023
ADA COUNTY HIGHWAY DISTRICT



DESIGNED BY: RZ/TP		CHECKED BY: RZ	
DRAWN BY: RZ/TP		PLOT DATE: 10/26/23	
NO.	DATE	BY	REVISION

USER: RICARDO ZAVALLA LOCATION: C:\1 PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\CIVIL DESIGN - 24243.CCD 17TH ST.DWG



ELECTRICAL NOTES

1. CONTRACTORS INSTALLING LIGHTING WILL BE REQUIRED TO CONTACT BOISE CITY PUBLIC WORKS INSPECTION SECTION 48 HRS. PRIOR TO SCHEDULE THE PRELIMINARY INSPECTION PRIOR TO PLACING CONCRETE OR COVERING CONDUITS. IN ADDITION, THE ELECTRICAL CONTRACTOR IS REQUIRED TO CALL 24 HRS. IN ADVANCE TO SCHEDULE A FINAL INSPECTION BY THE BOISE CITY PUBLIC WORKS INSPECTION SECTION AFTER ALL WORK HAS BEEN COMPLETED. ELECTRICAL CONTRACTOR MUST BE PRESENT AT ALL INSPECTIONS (TO SCHEDULE YOUR PUBLIC WORKS INSPECTION, PHONE 208-608-7549). FOR METERED SERVICES AN ADDITIONAL INSPECTION IS REQUIRED BY THE ELECTRICAL INSPECTOR HAVING JURISDICTION AT THE PROJECTS LOCATION (BOISE CITY WITHIN CITY LIMITS, STATE IF IN THE COUNTY WITHIN THE CITY'S AREA OF IMPACT).
2. FOR DESIGN INFORMATION OR QUESTION, CONTACT TOM MARSHALL, 208-608-7526.
3. ALL STREET LIGHTS SHALL BE INSTALLED PER ISPCW, NEC CODES, ACHD CODES FOR WORKING WITH IN THE PUBLIC RIGHT-OF-WAY, AND BOISE CITY PUBLIC WORKS STREET LIGHT STANDARD REVISIONS TO THE ISPCW. DEVELOPER SHALL NOT CONNECT, OR ALLOW ANY SUBCONTRACTOR TO CONNECT ANY IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OR OUTLETS OF OTHER ELECTRICAL DEVICES TO ANY STREET LIGHTING CIRCUITS. ANY AND ALL IRRIGATION TIMERS, DECORATIVE LIGHTING, ENTRANCE LIGHTING, OUTLETS OR OTHER ELECTRICAL DEVICES SHALL BE CONNECTED DIRECTLY TO IDAHO POWER AT AN IDAHO POWER APPROVED LOCATION VIA A SEPARATE CONDUIT SYSTEM.
4. WORK MUST CONFORM TO BOISE CITY STREET LIGHT SPECIFICATIONS (SEE [HTTPS://WWW.CITYOFBOISE.ORG/DEPARTMENTS/PUBLIC-WORKS/STREET-LIGHTS/PERMITS-AND-REQUIREMENTS/](https://www.cityofboise.org/departments/public-works/street-lights/permits-and-requirements/) FOR MORE INFORMATION).
5. WIRE SHALL BE #6 COPPER, AWG, THWN, 600 VOLT INSULATED (NO ALUMINUM WIRE).
6. ALL ELECTRICAL CONDUITS SHALL BE SCHEDULE 40, PVC, UL LABELED.
7. ALL NEW UNDERGROUND CONDUIT FOR ALL STREET LIGHTING BETWEEN PULL BOXES SHALL BE A MINIMUM OF 2" CONDUITS. PROVIDE A MINIMUM 1" CONDUITS BETWEEN PULL BOXES AND THE ADJACENT LIGHT POLE. 18" MAX INSTALLATION OFFSET BEHIND BACK OF SIDEWALK. ALL CONDUITS SHOWN ARE NEW.
8. ELECTRICAL CONTRACTOR IS REQUIRED UPON COMPLETION OF ALL FINAL INSPECTIONS TO NOTIFY BOISE CITY PUBLIC WORKS STREET LIGHTING SECTION AT 208-608-7526 WHEN READY FOR POWER ENERGIZING TO NEWLY INSTALLED STREET LIGHTS WITH IN THE CITY LIMITS.
9. ELECTRICAL CONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT AND MATERIAL NECESSARY FOR THE COMPLETE INSTALLATION.

KEYNOTES

1. INSTALL 2" CONDUIT BY DIRECTIONAL BORE AND INSTALL CONDUCTORS FOR LIGHT CIRCUIT. REFER TO STANDARDS, SPECIFICATIONS AND DETAILS ON SHEETS C6.02-C6.05.
2. APPROXIMATE LOCATION OF TRANSITION FROM OPEN TRENCH TO DIRECTIONAL BORE.
3. INSTALL JUNCTION BOX. REFER TO STANDARDS, SPECIFICATIONS AND DETAILS ON SHEETS C6.02-C6.05. APPROVED PART NUMBERS ARE LISTED ON SHEET C6.02.
4. SOD, LANDSCAPING AND IRRIGATION SYSTEM REPAIR PER ACHD STANDARD SPECIAL PROVISIONS
5. EXISTING HIGH MAST STREET LIGHT
6. EXISTING METERED SERVICE CABINET TO BE USED TO FEED NEW FIXTURES. COORDINATE WITH BOISE CITY STAFF FOR ACCESS TO PANEL INSIDE OF CABINET.
7. PROVIDE AND INSTALL CLASS B COLLECTOR STREET LIGHT FIXTURE, 30' ROADWAY POLE WITH 15' MAST ARM, FOUNDATION AND JUNCTION BOX. REFER TO STANDARDS, SPECIFICATIONS AND DETAILS ON SHEETS C6.02-C6.05. APPROVED PART NUMBERS ARE LISTED ON SHEET C6.02.
8. INSTALL 2" CONDUIT AND CONDUCTORS FOR LIGHT CIRCUIT PER DETAIL 1/C6.02. REFER TO STANDARDS, SPECIFICATIONS AND DETAILS ON SHEETS C6.02-C6.05.

EASEMENT LEGEND



DESIGNED BY: RZ	CHECKED BY: RZ	PLOT DATE: 10/26/23
DRAWN BY: RZ	REVISION	
NO.	DATE	BY

JUNCTION BOXES

Effective May 18, 2017

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

SIDEWALK/ROADWAY AREA JUNCTION BOXES WITH STEEL LIDS

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

SIDEWALK AREA JUNCTION BOXES POLYMER CONCRETE MATERIAL

(May be used for service connections to Idaho Power)

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

LANDSCAPE/GRASS AREA JUNCTION BOXES COMPOSITE MATERIAL

(May be used for service connections to Idaho Power)

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

WIRE CONNECTORS FOR UNDERGROUND



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

Part Number
NSI ISPBS2/0
NSI ISPB2/0-2
NSI ISPB2/0-3
NSI ISPB2/0-4
NSI ISPB2/0



HOMAC USL 30

ROADWAY LIGHT POLES



Description

30 foot black tapered steel pole-base mount with a 1.5 foot minimum mast arm with a class "B" black fixture. Pole height is determined by overall fixture mounting height.

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

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

Application

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

Approved Poles required by 01/01/2021

Valmont
DS32-R800A286-1S5- FP- BK-SFBC-AB

KW
RTSE30-8.0-11-BLK-115PL-BK

Nova Pole
408-68-SRTA01-F3

OPTIONAL ROADWAY LIGHT POLE



Description

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

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

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

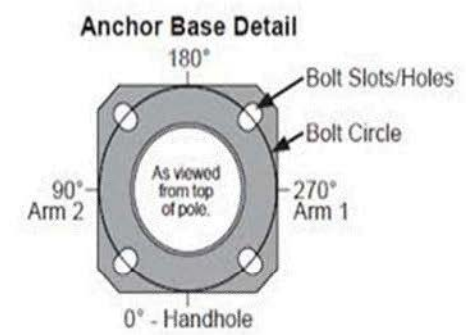
Valmont 30' Poles
Pole Type P-302
P302-BOISE-FP-BLACK-AB-FBCS-HH
(height after first bend 19'4")

Pole Type P-307
P307-BOISE-FP-BLACK-AB-FBCS-HH
(height after first bend 12'10")

KW 30' Poles
Pole Type P-302
RTDP30-6.84-11-BLK-113DA-SBP-SBC
(height after first bend at 19'5")

Pole Type P-307
RTDP30-6.84-11-BLK-113.8DA-SBP-SBC
(height after first bend at 13'3")

Nova Pole
408-71-SRTA01-F3



APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING

Effective 7/1/2021

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

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

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

STANDARD LIGHT FIXTURES - COBRA HEAD ARTERIAL AND COLLECTOR STREETS

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

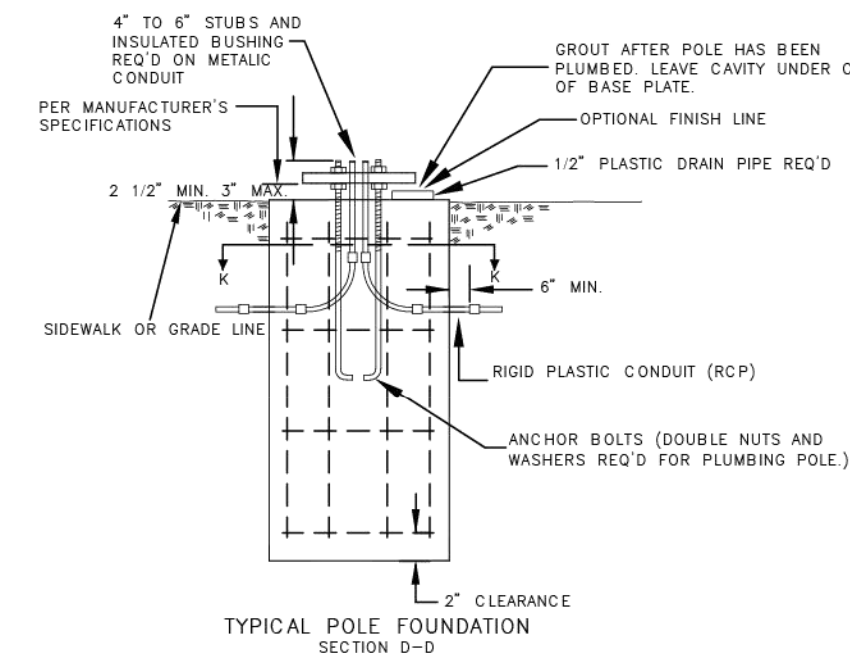
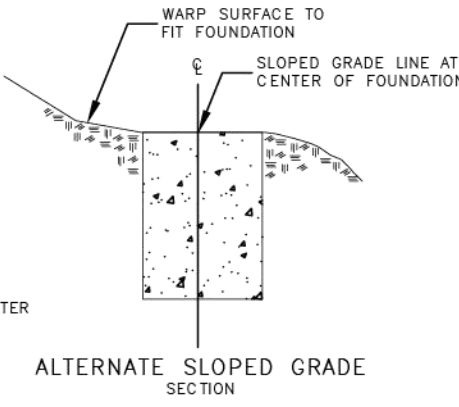
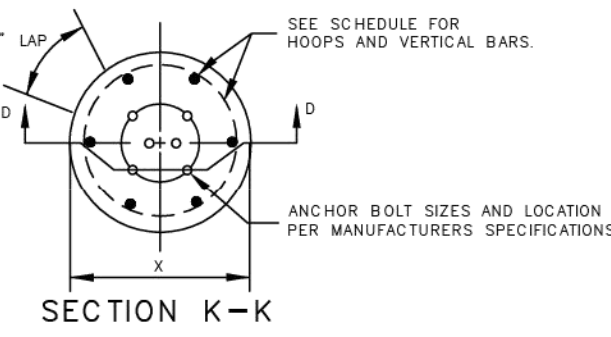
The preferred photo cell is the DTL 124-1.5 STJ

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

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

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

POLE FOUNDATION SCHEDULE											
POLE TYPE	MT. HT.	MASTARM LENGTH	FOUNDATION TYPE	X	Y	HOOPS	VERTICAL RODS	C.U. YDS. CONCRETE			
PEDESTRIAN SIGNAL POLE	10'	-	A	2'-0"	5'-0"	4 #4	23'-0"	-	6 #4	28'-0"	.6
LIGHT POLE	25'-30'	ALL	A	2'-0"	5'-0"	4 #4	23'-0"	20'	6 #4	28'-0"	.6
LIGHT POLE	35'	ALL	B	2'-8"	7'-0"	4 #4	29'-4"	26'	6 #6	40'-0"	1.3
LIGHT POLE	40'-50'	ALL	C	3'-0"	8'-0"	5 #4	44'-2"	32'	8 #6	61'-4"	2.1
SIGNAL POLE	-	20' - 45'	D	3'-0"	9'-0"	5 #4	44'-2"	-	8 #6	69'-4"	2.4
PED. PUSHBUTTON POLE	4'-0"	-	E	1'-6"	2'-6"	-	-	-	-	-	.2
DUAL MASTARM SIGNAL POLE	-	ALL	F	3'-0"	12'-0"	8 #5	70'-8"	-	12 #6	140'	3.1
SIGNAL POLE	-	50' - 55'	F	3'-0"	12'-0"	8 #5	70'-8"	-	12 #6	140'	3.1
SIGNAL POLE	-	60' - 65'	G	3'-6"	14'-0"	9 #5	78'-10"	-	12 #6	168'	3.7



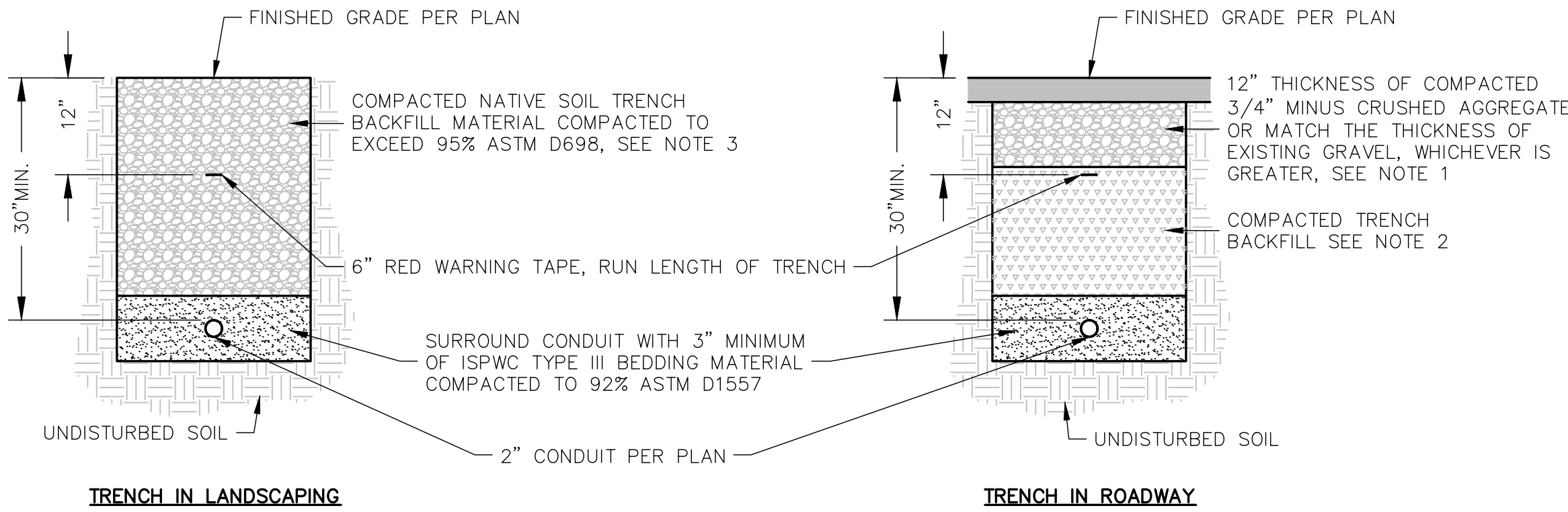
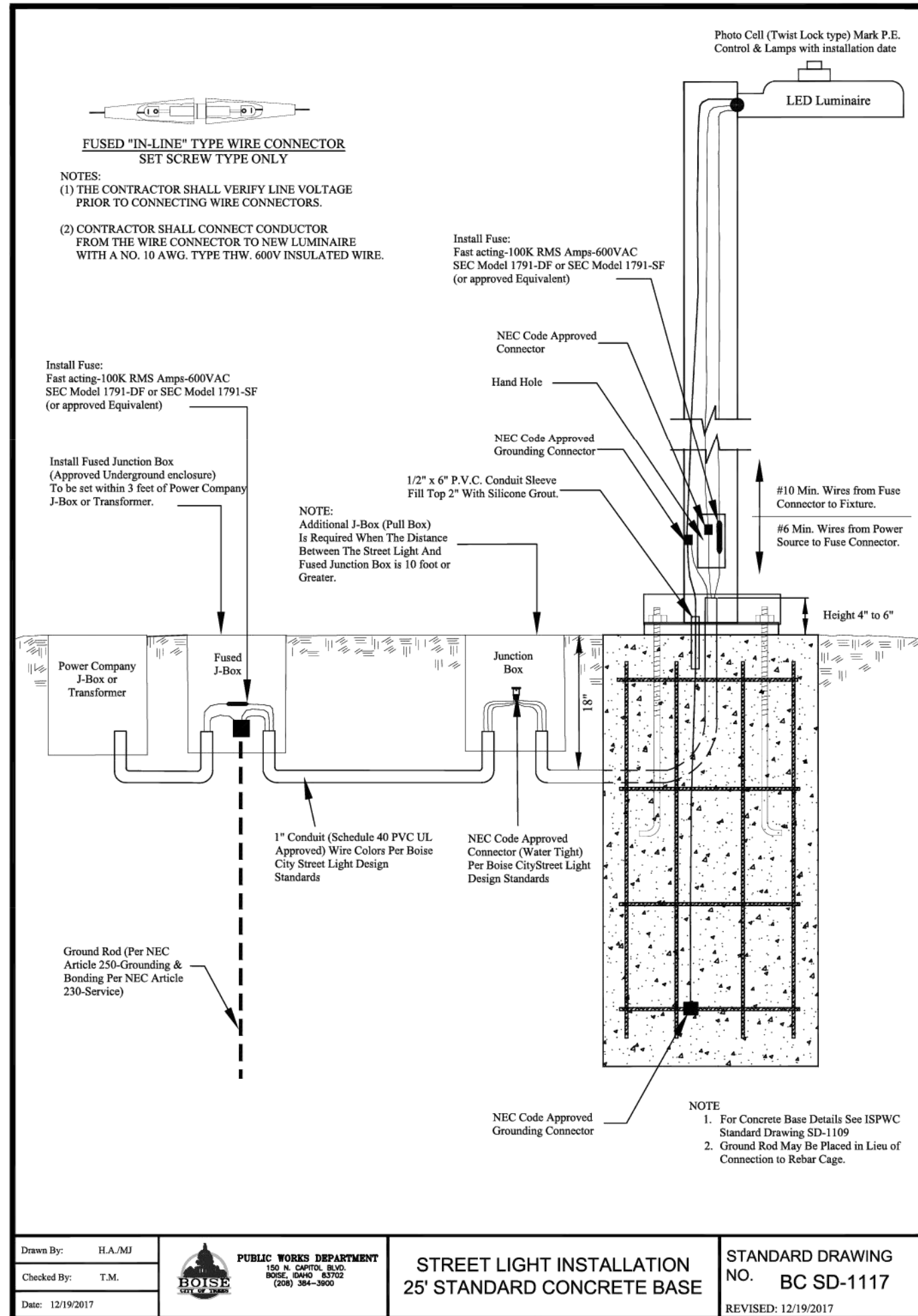
- NOTES:
- LOCATE FOUNDATIONS AS INDICATED ON THE PROJECT PLAN SHEETS.
 - ALL CONDUIT ELBOWS USED IN CONCRETE BASES SHALL BE RPC.
 - STEEL CONDUIT SHALL BE USED TO EXTEND ELBOWS BEYOND FOUNDATION.
 - SPARE STUBOUTS SHALL BE TERMINATED WITH A STEEL COUPLING AND PLASTIC PUSH PLUG AT BOTH ENDS.
 - DO NOT GROUT IF BREAKAWAY DEVICES ARE USED.
 - SEE GROUNDING DETAIL DRAWING SD-1121

1 NOV 2021

IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION

STANDARD SIGNAL POLE FOUNDATION DETAIL

STANDARD DRAWING NO. BC SD-1109



ISPWC BEDDING MATERIAL:
TYPE III: SAND WITH 100% PASSING THE NO. 4 SIEVE AND LESS THAN 3% PASSING THE NO. 200 SIEVE.

NOTES:

- 3/4" MINUS (TYPE 1) CRUSHED AGGREGATE SHALL MEET ISPWC SECTION 802 REQUIREMENTS. MOISTURE-CONDITIONED TO NEAR OPTIMUM MOISTURE CONTENT AND COMPACT TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (MODIFIED PROCTOR).
- TRENCH BACKFILL MEETING ISPWC SECTION 306. MOISTURE-CONDITIONED TO NEAR OPTIMUM MOISTURE CONTENT AND COMPACT TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (MODIFIED PROCTOR).
- SUITABLE NATIVE SOIL AS DETERMINED BY ENGINEER. EXCAVATED TRENCH MATERIAL FREE FROM CINDERS, ASHES, REFUSE, ORGANIC AND FROZEN MATERIAL, COBBLES OR BOULDERS WITH A GREATEST DIMENSION EXCEEDING 8 INCHES, OR OTHER UNSUITABLE MATERIALS. MATERIAL WITH EXCESSIVE OR DEFICIENT MOISTURE CONTENT WILL NOT BE CONSIDERED AS UNSUITABLE IF THE MOISTURE CONTENT CAN BE ADJUSTED TO A LEVEL ALLOWED TO OBTAIN COMPACTION. MOISTURE-CONDITIONED NATIVE SOIL TO NEAR OPTIMUM MOISTURE CONTENT AND COMPACT TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (MODIFIED PROCTOR).
- CONDUIT SHALL BE INSTALLED PER ISPWC, NEC CODES, ACHD CODES FOR WORKING WITH IN THE PUBLIC RIGHT-OF-WAY, AND BOISE CITY PUBLIC WORKS STREET LIGHT STANDARD REVISIONS TO THE ISPWC.
- VERTICAL WALL ALLOWED WITH PROPER TRENCH SHORING (OR TRENCH DEPTH LESS THAN 5'). SHORING SHALL MEET OSHA REQUIREMENTS OF 29 CFR 1926.651 AND 1926.652.

1 ELECTRICAL TRENCH DETAIL
C6.02 (NTS)

BOISE CITY
STANDARD REVISIONS
FOR ISPMC DIVISION 1102
STREET LIGHTS

GENERAL INFORMATION

All work shall conform to the requirements of the most current edition of the National Electrical Code, the Idaho Standards for Public Works Construction (ISPMC), and the Supplementary Conditions and these Standard Revisions. Contractor shall become familiar with these documents to ensure full understanding of the requirements of this Project. Failure to do so does not relieve the Contractor of the duties, obligations and responsibilities addressed within those documents.

The Idaho State Electrical Board has determined that all street lights are to be provided with an external fuse disconnect, in a junction box between the power source and the street light pole. See attached standard drawings for connection requirements.

Street light installations inspections will be required for the concrete base reinforcing, the trench depth and bedding, and for the pole. Contact City of Boise at 208-608-7526 for inspections, 48 hour notice required. Contractor shall notify the City when street light is ready for turn on.

Approved products for Boise City street light installations are on the city web page. Contact Boise street light staff to seek approval for any substitute products.

REVISIONS TO THE STANDARD SPECIFICATIONS

SECTION 1102

STREET LIGHTING

PART 2 MATERIALS

2.2 JUNCTION BOXES

2.2.A Replace with the following:
Junction boxes in driveways or roadways are not allowed.

2.2.B Replace with the following:
Junction boxes in sidewalks and similar areas to be concrete that has steel lid that bolts down with a 3/8" bolt. This lid must be bonded to the equipment grounding conductor with the use of a #6 compression lug.

Boise STD REV to ISPMC 2020 00820 - 1 07/15/2021

2.16 LIGHT FIXTURES

Replace paragraph A & D. with the following and add G.:

- A. Fixture light level as required by Boise City Public Works. Class "A" Residential 4500 - 5500 lumen, and Class "B" Collector/General Roadway 9,500 - 11,500 lumens.
- D. LED lighting color temperature for residential streets to arterial streets is 3000 K and for Arterial/Collector is 4000 K
- G. Effective 1 October 2015 all fixtures installed shall be labeled with the fixture wattage using a label meeting ANSI C136.15-2011 using the large type. If the manufacturer does not supply the ANSI label then the installer shall mark the fixture with the fixture wattage using black labels with white numbering a minimum of 1.5 inches wide by 2.5 inches high on the bottom of the fixture visible from the ground. If there is not sufficient area on the bottom of the fixture, the wattage label shall be placed on the pole just below the fixture. See examples below. The only exception to this requirement shall be the City of Boise Historical Pole and Fixture. It will not require any wattage label.



PART 3 WORKMANSHIP

3.2 JUNCTION BOX INSTALLTION

Modify paragraph D: Do not install in any driveway or roadway.

3.3 WIRE OR CONDUCTORS

Modify paragraph B and add paragraph F.

B. Splice underground wire only at junction boxes adjacent to pole bases.

F. For all street lighting installations within the City of Boise the only approved connectors for # 6 or larger wire shall be a split-bolt type connector for ground wires. Waterproof connectors from the Street Light Approved list on the city web page for all other conductors.

Boise STD REV to ISPMC 2020 00820 - 4 07/15/2021

Add the following:

2.2.C Junction boxes in landscape areas may be plastic or fiberglass.

2.2.D All junction boxes to have a means to secure lid with 3/8" bolt.

2.2.E See city website for approved materials

2.2.F J-boxes used at the Idaho Power service connections may not use a metal lid.

2.3 FUSE HOLDERS

A.1. Add the following sentence.
Fuses for Boise City installation shall be fast acting - 100k RMS Amps-600VAC.

B.1. Add the following sentence.
Fuses for Boise City installation shall be fast acting - 100k RMS Amps-600VAC.

2.4 CONDUCTOR

B.2 Add the following sentence.
Phase "A" shall be colored Black, phase "B" shall be colored Red, and the receptacle conductors shall be in Blue and White.

D.2 Change # 8 AWG THWN insulated copper wire to # 10 AWG THWN or THWN-2 insulated copper wire

2.7 DISCONNECT BOXES

Add paragraph D

D. Disconnect boxes are only required for overhead wiring.

2.8 MAST ARMS FOR WOOD POLES NOT USED FOR BOISE CITY INSTALLATIONS.

2.9 WOOD POLES NOT USED FOR BOISE CITY INSTALLATIONS.

2.10 METAL POLES

In paragraph C, Direct burial poles are not allowed

Add the following paragraph:

F. Poles may be square, round or tapered round. Decorative poles are prohibited. Poles for decorative fixtures (approved by the City) are to be round. See Street Light Approved poles listed on the city web page.

2.11 FIBERGLASS POLES NOT USED FOR BOISE CITY INSTALLATIONS

Boise STD REV to ISPMC 2020 00820 - 2 07/15/2021

3.4 CONDUIT INSTALLATION

B. Underground:
Modify item 5 to read: Location wires only **required** to be installed inside the conduit in which the conductors are not installed.

Add the following item:

9. For historical street lights within the Capital City Development areas, an additional, parallel conduit shall be installed from the street light to the control cabinet to accommodate a separate circuit for the outlets on the poles.

3.6 DISCONNECT BOXES NOT USED FOR BOISE CITY INSTALLATIONS.

3.7 GROUNDING

Add to paragraph D. reference to City of Boise standard drawing BC SD-1117 and ISPMC Standard Drawings.

3.8 CONCRETE POLE BASES

In paragraph F., add reference to City of Boise standard drawing BC SD-9 Historical Pole base.

3.9 POLE INSTALLATION

In paragraph B., delete reference to wood and fiberglass poles.
In paragraph C., add reference to City of Boise standard drawing BC SD-11.

"G, H, I, J" - NOT USED FOR BOISE CITY INSTALLATIONS

3.11 SERVICE PEDESTAL

Modify paragraph A: Service pedestals shall be installed in accordance with standard drawing BC SD-1127.

In paragraph B., Add the following sentence:

Service pedestals connected to historical street lights in the downtown core shall conform to SD-1126 with an additional meter connected to the electrical outlet circuit. Contact Public Works to verify if your locations will need to meet this requirement. See Street Light Approved list on the city web page for approved products.

Boise STD REV to ISPMC 2020 00820 - 5 07/15/2021

2.12 HISTORICAL POLES

Replace with the following:

A. Historical style metal poles shall be true copies, approved by Boise City, Department of Public Works, of the original Old Boise Historical Pole. The new historical poles shall have the same surface texture and have the same Dark Green (RAL 6009) color finish that matches the existing Historical poles in the Historical Lighting District. Metal poles shall have a powder coat finish in accordance with ASTM B- 117.

B. Historical poles for the City of Boise shall be cast aluminum, in style and texture of the original Old Boise Historical Pole (see standard drawing BC SD-8). See City website for approved products.

C. Color: To match existing poles, approved color mix for Sherwin Williams DTM Acrylic Coating RAL 6009 Fir Green Order #0174795.

D. Additional pole requirement for historic lights installed within the Capitol City Development Corporation (CCDC) shall be:

1. Poles shall be supplied with an GFCI receptacle with a metal bubble cover having the same color as the pole as shown on standard drawing BC SD-8.
2. Poles shall be supplied with a manufacturer's adaptor for installation of the approved banner arms and a banner arm. The adaptor or banner arm shall face the building or lot only.

2.13 BOLLARDS NOT USED FOR BOISE CITY INSTALLATIONS.

2.14 PREFABRICATED BASES NOT USED FOR BOISE CITY INSTALLATIONS.

2.15 SERVICE PEDESTAL

Add the following:

C. See Street Light Approved list on the city web page for approved products.

Boise STD REV to ISPMC 2020 00820 - 3 07/15/2021

ADDITIONAL CITY OF BOISE STANDARD DRAWINGS ATTACHED

BC SD-8 HISTORICAL POLE DETAIL

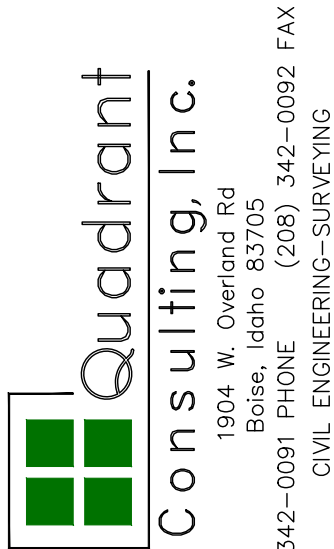
BC SD-9 HISTORICAL POLE BASE DETAIL

BC SD-11 HISTORICAL STREET LIGHT PLACEMENT

BC SD-1127 STREET LIGHT SERVICE PEDESTAL BASE

EXAMPLE OF THE ANSI C136.15-2011 LED WATTAGE LABEL

Boise STD REV to ISPMC 2020 00820 - 6 07/15/2021



CCDC 17TH STREET IMPROVEMENTS
STREET LIGHTING SPECIFICATIONS

IDAHO

BOISE

DESIGN PHASE
CONSTRUCTION PLANS

PROJECT NUMBER
204-43

CCDC TASK ORDER NUMBER
19-008

DESIGNED BY: RZ	CHECKED BY: RZ		
DRAWN BY: RZ	PLOT DATE: 10/26/23		
NO.	DATE	BY	REVISION

SHEET

C6.03

USER: RICARDO ZAVALLA LOCATION: C:\PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\CIVIL DESIGN - 244-43 CCDC 17TH STREET

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CITY OF BOISE SPECIFICATIONS FOR
LIGHT EMITTING DIODE (LED) STREET LIGHTING
Effective 1 Feb, 2019

1. LIGHT EMITTING DIODE (LED) LUMINAIRES FOR ROADWAY TYPE 3 ILLUMINATION

A. Testing and Compliance / Manufacturer

- The luminaire must be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor and recognized by OSHA.
- A label must be clearly visible on the luminaire that states operating voltage and current range as well as independent third-party testing laboratory approval, i.e. UL, CSA or equivocal.
- The luminaire must be listed and labeled by a NRTL as being suitable for use in wet locations.
- The luminaire must have RoHS compliant light source and drivers.
- The luminaire must be in compliance with Electro Magnetic Interference (EMI) requirements as defined by FCC 47 Sub Part 15.
- The luminaire must be manufactured in ISO 9001 certified facility or manufacturer must provide a copy of company workmanship standards and or quality control manual.
- Manufacturer must have product support representation within the Northwest region.
- Manufacturer must be able to show they have been in business at least two times the length of warranty offered on their product or 10 years, whichever is less.

B. Fixture Construction

- Housing and heat sink constructed out of Aluminum.
- All hardware will be corrosion resistant.
- Fixture will not weight more than 44 lbs. when fully assembled.
- Design will not trap water.
- When installed, simple access to internal components; (terminal block, driver surge protector). Approved fixtures for installation are on the street light approved fixture and materials listing on the City of Boise website.
- Provisions for a 2 or 4-bolt slip fitter type mounting on nominal 2-inch (2 3/8 OD) pipe brackets. Slip fitter mount shall allow 4 inches of the pole bracket to be inserted

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manual.

- Manufacturer must have product support representation within the Northwest region.
- Manufacturer must be able to show they have been in business at least two times the length of warranty offered on their product or 10 years, whichever is less.
- Manufacturer must have website with downloadable specification sheets and photometric IES files.

B. Fixture Construction

- Housing and heat sink constructed out of Aluminum.
- All hardware will be corrosion resistant.
- Fixture will not weight more than 50 lbs. when fully assembled.
- Design will not trap water.
- Fixture must be capable of mounting on top of the current approved Boise Historic Light Pole, standard drawing BC SD-8 without any field modification. Current approved poles are on the "Street Light Approved Fixtures and Materials" list on the Boise website. Decorative Cast pole drawing BC SD-8.
- The mounting assembly will permit any necessary adjustment to orient the luminaire with the roadway for proper light distribution.
- Only passive cooling method can be used to manage thermal output of the LED light engine and power supply.

C. Electrical Requirements

- Luminaire will fully operate in an ambient temperature range of -30°C to 40°C (-22°F to 104°F).
- Power supply (electronic driver) will be integral to the fixture.
- The power supply (electronic driver) will operate within 100 to 300 VAC (rms) at 50/60 hertz.
- The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
- The power supply (electronic driver) will have thermal overload protection.
- A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25°C (77°F).

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in the luminaire mounting assembly.

- The mounting assembly will permit any necessary adjustment to orient the luminaire with the roadway for proper light distribution.
- Only passive cooling method can be used to manage thermal output of the LED light engine and power supply.
- Fixture will have a completely sealed optical system with an IP rating of 65 or greater.
- Fixture to have NEMA Photocontrol receptacle for either NEMA shorting cap or NEMA photo cell.
- Fixture shall provide a type 3 light distribution pattern.

C. Electrical Requirements

- Luminaire will fully operate in an ambient temperature range of -30°C to 40°C (-22°F to 104°F).
- Power supply (electronic driver) will be integral to the fixture.
- The power supply (electronic driver) will operate within 100 to 300 VAC (rms) at 50/60 hertz.
- The power supply (electronic driver) will have a power factor of .90 or greater and a total harmonic distortion of 20% or less at full load.
- The power supply (electronic driver) will have thermal overload protection.
- A power supply (electronic driver) with a rated life of 70,000 hours with a luminaire operated at an ambient temperature of 25°C (77°F).
- The power supply (electronic driver) will have self-limited short circuit protected and over load protected.
- The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
- Surge protection device, incorporating a circuit module, internal fusing and MOV's rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced but still contained within the housing.
- A terminal block for terminating pole wiring to the luminaire is required. The terminal block shall be a 3 station, tunnel lug terminal board that will accommodate #6 thru #18 AWG wire.

D. LED Performance Requirements

- The power supply (electronic driver) will have self-limited short circuit protected and overload protected.
- The power supply (electronic driver) will be fully incased with IP rating of 65 or greater.
- Surge protection device, incorporating a circuit module, internal fusing and MOVs rated to withstand 10kV of transient line surge, separate from the power supply (electronic driver), that can easily be replaced but still contained within the housing.
- Connections shall be accomplished using standard connections and fittings, meeting NEC electrical codes. These connections must be robust and utilize vibration resistant mechanisms.

D. LED Performance Requirements

- Shall meet the Chromaticity requirements as follows:
- The standard color for the LED luminaire shall be white. The colors shall conform to the following color regions based on the 1931CIE chromaticity diagram.
- Nominal Correlated Color Temperature, CCT = 5000K
- No more than plus or minus 300 K variance between fixtures to provide a uniform appearance throughout project installations.
- Must have a minimum Color Rendering Index (CRI) of 70
- Intensity and Chromaticity must be confirmed by an Independent test lab.
- The luminaire must have a minimum efficacy of 115 lumens per watt.
- The luminaire will deliver an average 90% of initial lumens after 75,000 hours of operation based on TM-21 data.

E. Warranty

- The entire luminaire assembly including material, workmanship, finish, photometrics, labor, power supply, surge protectors, and LED modules will have a minimum of ten (10) year warranty from the date of installation.
- If more than 10% of the individual LEDs within the warranty period the luminaire must be repaired or replaced.

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Shall meet the Chromaticity requirements as follows:

- The standard color for the LED luminaire shall be white. The colors shall conform to the following color regions based on the 1931CIE chromaticity diagram.
- Nominal Correlated Color Temperature, CCT = 3000K for Residential and 4000K for Arterial and Collector streets.
- No more than plus or minus 300 K variance between fixtures to provide a uniform appearance throughout project installations.
- Must have a minimum Color Rendering Index (CRI) of 70
- Intensity and Chromaticity must be confirmed by an Independent test lab.
- The luminaire must have a minimum efficacy of 112 lumens per watt.
- The luminaire will deliver an average 90% of initial lumens after 60,000 hours of operation based on TM-21 data.

E. Warranty

- The entire luminaire assembly including material, workmanship, finish, photometrics, labor, power supply, surge protectors, and LED modules will have a minimum of ten (10) year warranty from the date of installation.
- If more than 10% of the individual LEDs fail within the warranty period, the luminaire must be repaired or replaced.

2. LIGHT EMITTING DIODE (LED) LUMINAIRES FOR HISTORIC DECORATIVE ILLUMINATION

A. Testing and Compliance / Manufacturer

- The luminaire must be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor and recognized by OSHA.
- A label must be clearly visible on the luminaire that states operating voltage and current range as well as independent third-party testing laboratory approval, i.e. UL, CSA or equivocal.
- The luminaire must be listed and labeled by a NRTL as being suitable for use in wet locations.
- The luminaire must have RoHS compliant light source and drivers.
- The luminaire must be in compliance with Electro Magnetic Interference (EMI) requirements as defined by FCC 47 Sub Part 15.
- The luminaire must be manufactured in ISO 9001 certified facility and must provide a copy of company workmanship standards and or quality control

DESIGNED BY: RZ
DRAWN BY: RZ
NO. DATE BY

CHECKED BY: RZ
PLOT DATE: 10/26/21
REVISION

REVISION

SHEET

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CCDC 17TH STREET IMPROVEMENTS
STREET LIGHTING SPECIFICATIONS

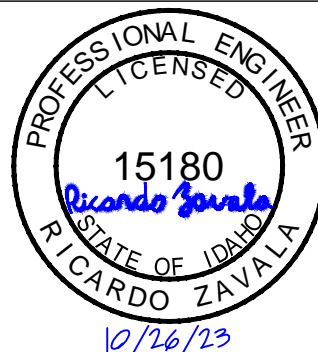
BOISE

DESIGN PHASE
CONSTRUCTION PLANS

PROJECT NUMBER
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CCDC TASK ORDER NUMBER
19-008

IDAHO

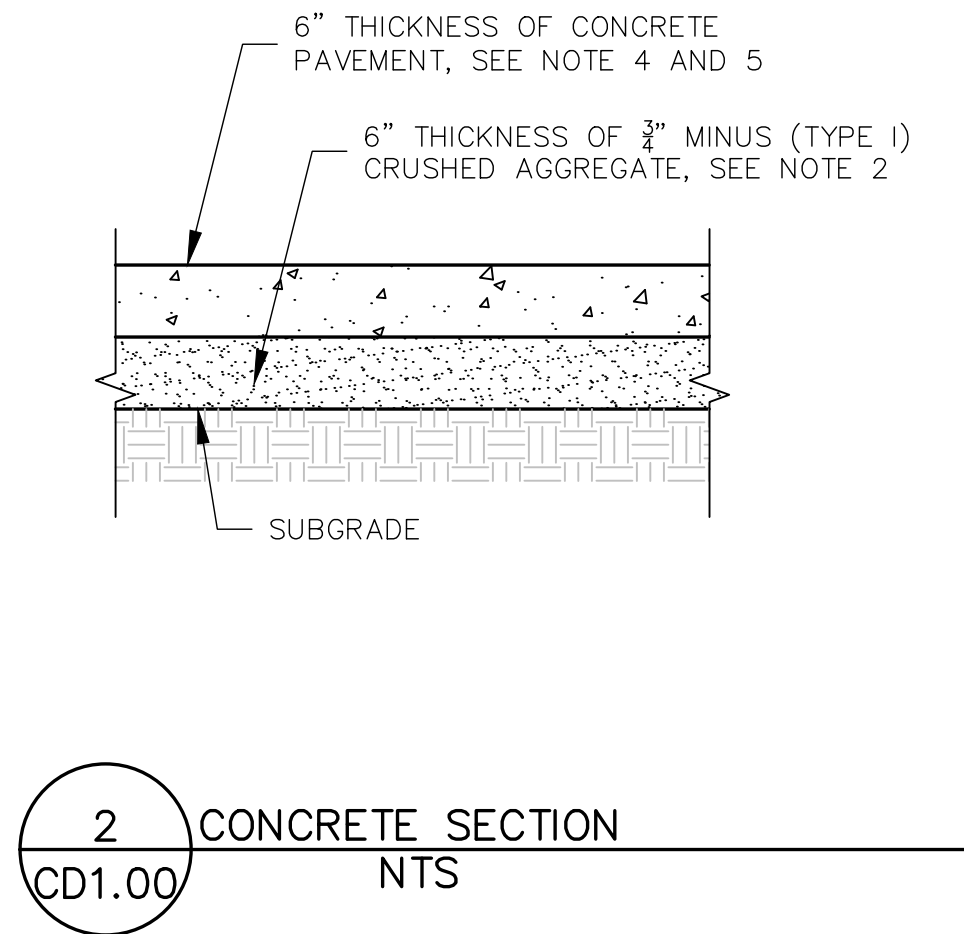
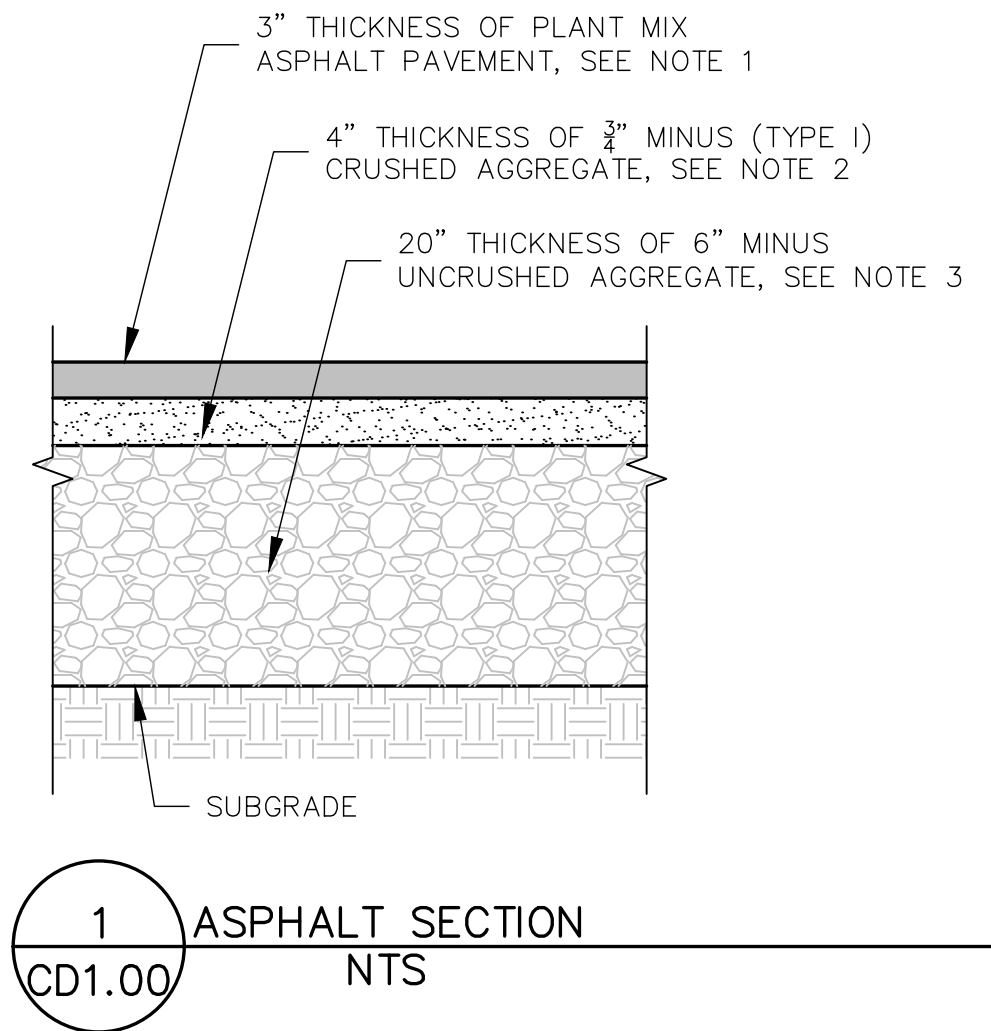


Quadrant Consulting, Inc.
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CIVIL ENGINEERING-SURVEYING

USER: RICARDO ZAVALLA LOCATION: C:\PROJECTS\204-43 17TH STREET IMPROVEMENTS\CIVIL DESIGN\DWG\CIVIL DESIGN - 244.43 CCDC 17TH ST.DWG

ASPHALT AND CONCRETE SECTION NOTES:

1. ASPHALT PAVEMENT SHALL CONSIST OF HOT-MIX ASPHALT SUPERPAVE PG 64-28 SP3 WITH $\frac{3}{4}$ " NOMINAL MAXIMUM AGGREGATE PER TABLE 1 IN SECTION 803.2.2.A OF THE ISPMC. PAVEMENT MUST BE COMPACTED TO AN AVERAGE 93 TO 95 PERCENT OF THE MAXIMUM DENSITY DETERMINED BY ASTM D 2041, WITH NO INDIVIDUAL TESTS LESS THAN 92 PERCENT AND NO TESTS GREATER THAN 96 PERCENT. ASPHALT PAVEMENT SHALL MEET ISPMC AND ACHD SUPPLEMENTAL TO THE ISPMC SPECIFICATIONS.
2. $\frac{3}{4}$ " MINUS (TYPE 1) CRUSHED AGGREGATE SHALL MEET ISPMC SECTION 802 REQUIREMENTS. MOISTURE-CONDITIONED TO NEAR OPTIMUM MOISTURE CONTENT AND COMPACT TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (MODIFIED PROCTOR). GRADATION PER TABLE 1 IN SECTION 802.2.2.A OF THE ISPMC.
3. 6" MINUS UNCRUSHED AGGREGATE SHALL MEET ISPMC SECTION 801 REQUIREMENTS. MOISTURE-CONDITIONED TO NEAR OPTIMUM MOISTURE CONTENT AND COMPACT TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (MODIFIED PROCTOR). GRADATION PER TABLE 1 IN SECTION 801.2.2.A OF THE ISPMC.
4. CONCRETE PAVEMENT SHALL BE MINIMUM 4,500 PSI (28-DAY STRENGTH) COMPRESSIVE STRENGTH PORTLAND CEMENT CONCRETE WITH A MAXIMUM 2" SLUMP, 4-7 PERCENT ENTRAINED AIR, 0.42 MAXIMUM WATER TO CEMENT RATIO, 660 LB/YD MINIMUM CEMENTITIOUS CONTENT AND POLYPROPYLENE FIBER MESH ADDED AT A MINIMUM RATE OF 3 POUNDS OF MESH PER CUBIC YARD OF CONCRETE. THE CONTRACTOR MAY INCREASE MAXIMUM SLUMP TO 3 INCHES IF FINISHING MACHINES THAT PROVIDE ONLY SURFACE VIBRATION ARE USED AND 4 INCHES IF HAND METHODS ARE USED. CONCRETE PAVEMENT SHALL MEET ITD SPECIFICATIONS.
5. CONCRETE JOINTS SHALL BE SAW CUT WITHIN 4-12 HOURS OF THE POUR.



DESIGNED BY: RZ	CHECKED BY: RZ	NO.	DATE	BY	REVISION	PLOT DATE: 10/26/23
DRAWN BY: RZ						

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CCDC 17TH STREET IMPROVEMENTS

CIVIL DETAILS

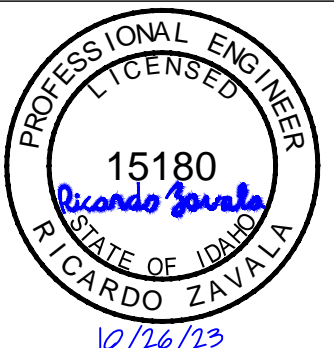
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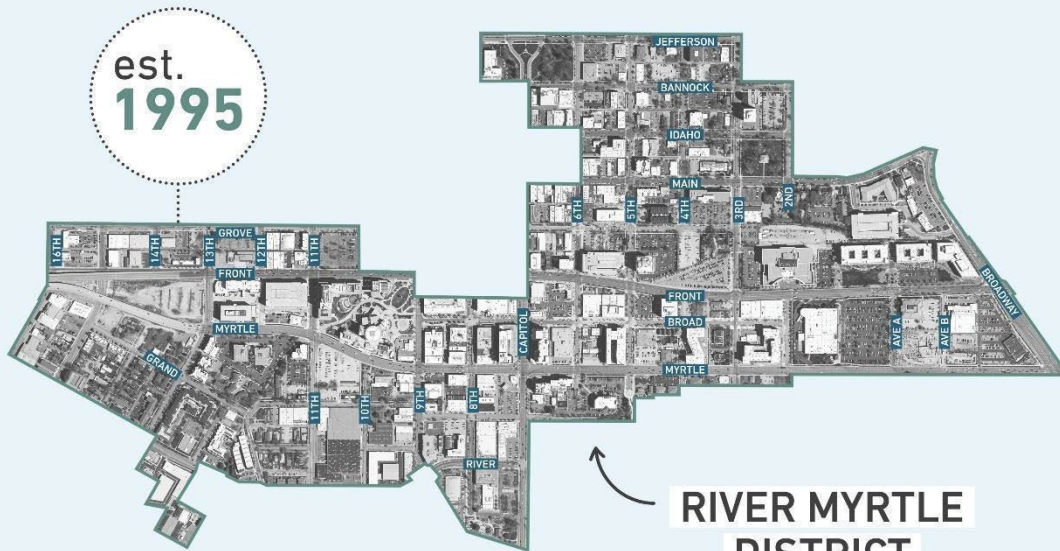
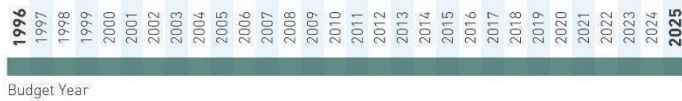


DATE: March 11, 2024
TO: Latonia Haney Keith, Chair
Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



DISTRICT MAP



Economic Development

150 S. 5th St. - CW Moore Park Improvements – PP Type 4 Partnership with Boise Parks:

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 2023 for T4 Agreement Designation. Agency 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

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.

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 was 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 designated the project at the February 12, 2024, meeting and the Agency will present a final agreement for approval on future consent agenda. *Project Lead: Kassi Brown*

Infrastructure

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 was submitted to Boise City for 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 this year. *Project Lead: Kassi Brown*

Mobility

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 (Idaho Code 37-1605A) 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 presented the project to the Idaho Capitol Commission on February 22, 2024, requesting approval of the project. The Capitol Commission approved sending the project to Governor and House/Senate leadership for final approval by March 8, 2024. *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 Boise City Design Review and the 75% design. The 75% design package is currently under review. Construction is anticipated to begin late Fall 2024. *Project Lead: Zach Piepmeyer*

South 5th & Myrtle Streets - Signalized Crossing: This project anticipates installing a traffic signal on Myrtle Street at the 5th Street intersection to provide a safe crossing between Julia Davis Park and the Central Addition and to extend the signal-coordinated traffic calming of Myrtle Street. 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 has completed construction on the north side of Fulton Street, from 8th Street – Capitol Boulevard, and is currently working on improvements in front of White Dog Brewing and the Gas Lantern. *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 was submitted to City of Boise for Design Review. *Project Lead: Karl Woods*

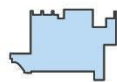
Special Projects

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*

WESTSIDE DISTRICT



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WESTSIDE DISTRICT

DISTRICT MAP

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: All leases are now expired as of May 31, 2023, and the building is now vacant other than McAlvain Construction utilizing a small office space on the second floor. 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. - 17th & Main - PP Type 1: The 17th and Main project is an interior and exterior renovation of an existing building with planned public improvements that include sidewalk repair and upgrades, planting of trees and installation of site amenities. Unexpected environmental remediation has slowed progress, though work continues and is expected to be completed later this summer. *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 expects 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 plans to construct 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. *Project Lead: Doug Woodruff*

Infrastructure

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, beginning in March 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 Concept. In March 2023, a competitive RFQ process resulted in CCDC selecting CSHQA as the project's design professional. The project received City of Boise Design Review approval on September 21, 2023. To maximize public investment, the Agency will be entering into an Interagency Agreement with ACHD to include in the project scope ACHD's planned pavement rehabilitation and the replacement of the underground Boise City Canal Bridge crossing on Bannock east of 14th. The design is anticipated to be complete in summer 2024, with construction to start November 2024. CCDC issued a RFQ for Construction Manager/General Contractor (CM/GC) services in February 2024. *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.

CCDC's project will underground overhead power and telecommunication lines and make streetscape and transit improvements between State and Franklin streets. Kittelson & Associates is leading the design effort and McAlvain Construction is the Construction Manager/General Contractor (CM/GC). Construction documents were submitted in February for ACHD approval. Construction is anticipated to begin spring 2024 with advance utility work. *Project Lead: Amy Fimbel*

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 plans to construct 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. *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

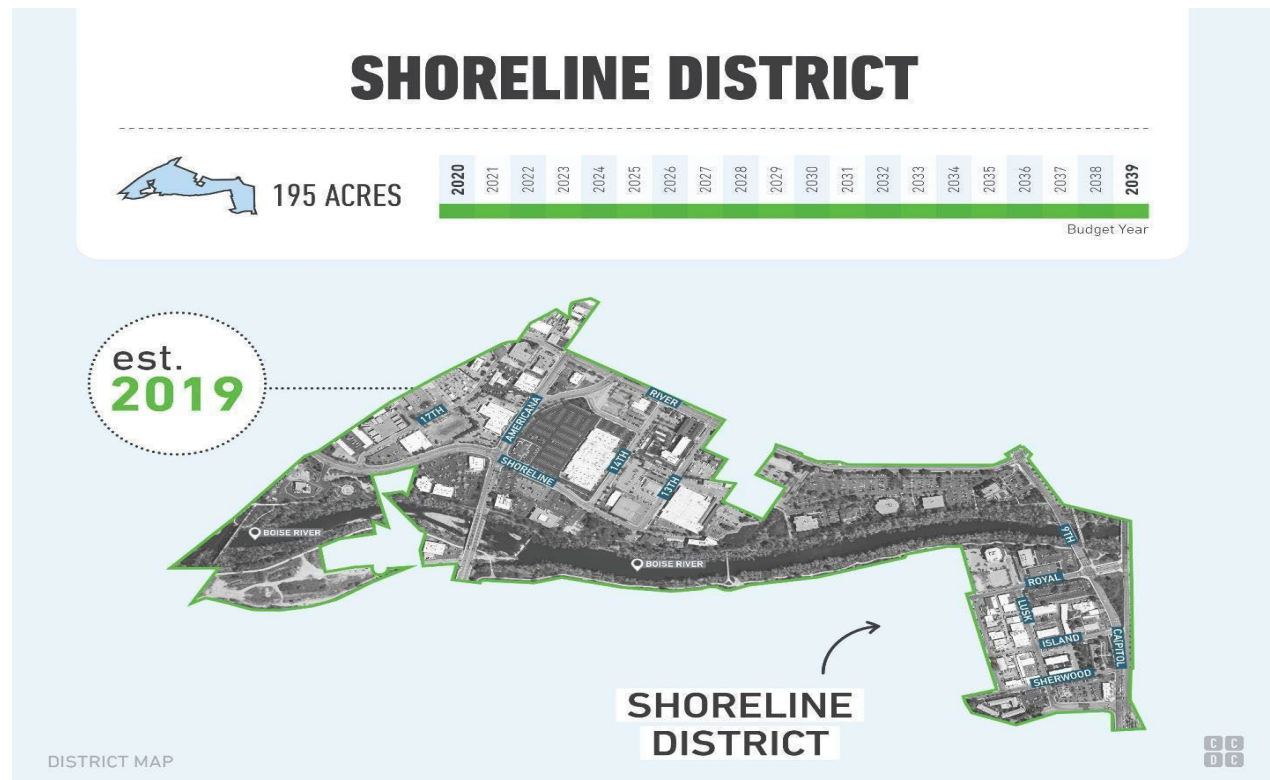
will provide affordable housing for individuals and couples who are experiencing homelessness or facing homelessness and earning less than 60% of the area median income for Ada County, though residents will be earning substantially below this. There is an estimated \$250,000 in eligible expenses for 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*

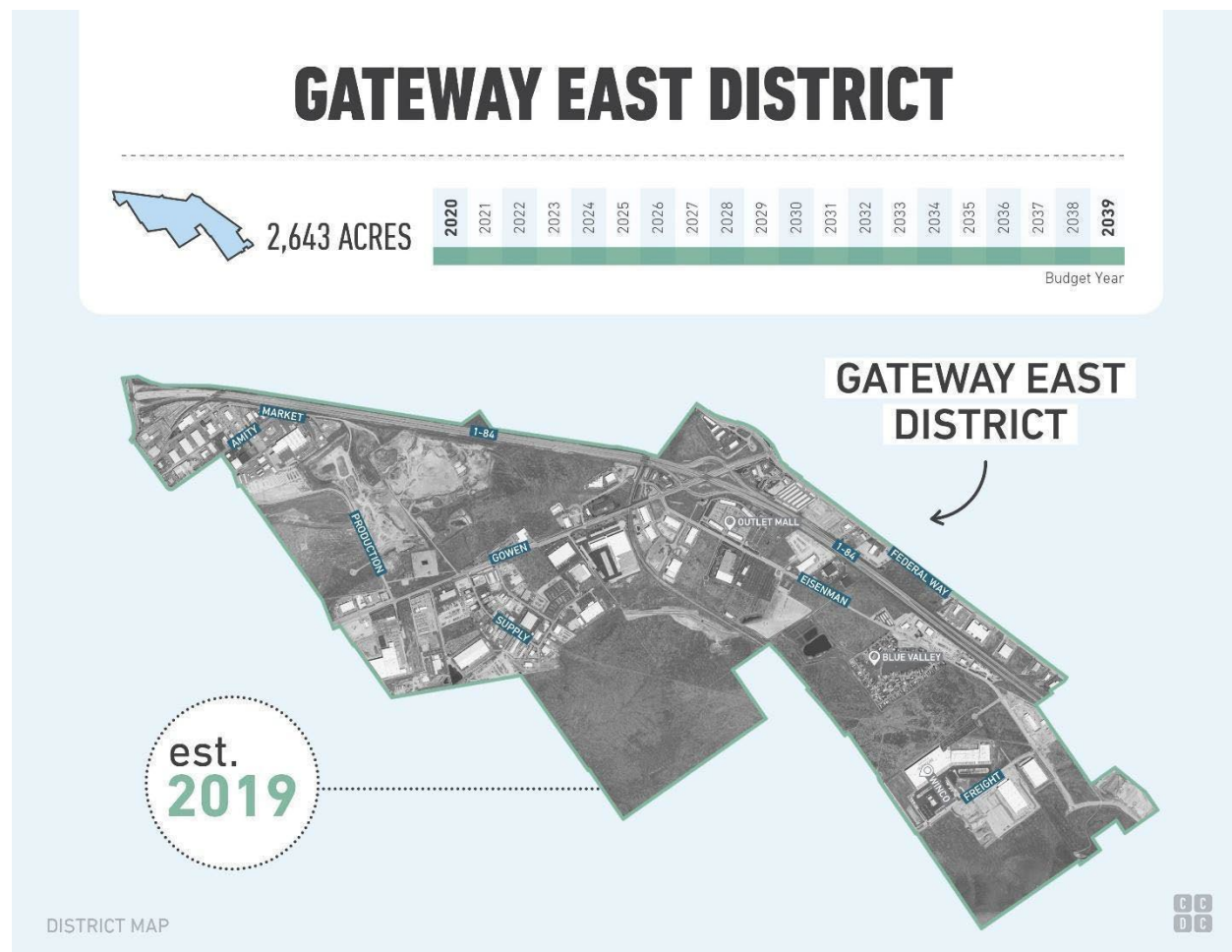


Economic Development

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. The Agency issued a Request for

Qualifications on February 16, 2024, and the results will be presented to the Board at the March 11, 2024, meeting. *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

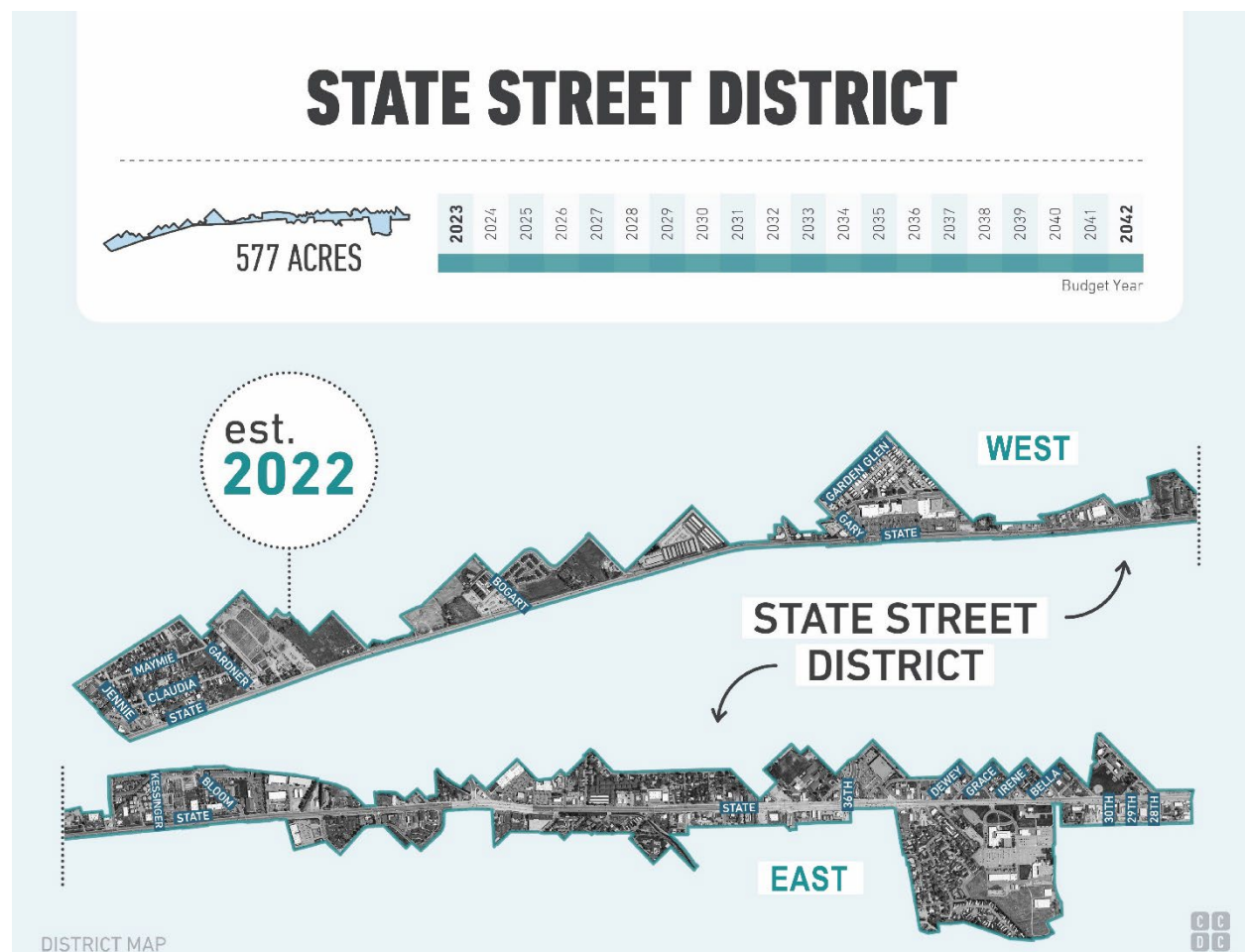
951 E. Gowen Rd. - Red River Logistics and Commerce Centers - PP Type 2: The Board approved this Agreement at its February meeting to participate in the extension and public dedication of Production Street and associated utility and streetscape improvements. This street extension is included in the Gateway 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 per 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 Board approved award of the construction contract to Sunnyridge Construction, LLC at the February 12, 2024 meeting and construction will begin in March. *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 the 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: Alexandra Monjar*

Capitol and Myrtle Garage Elevator Modernization: The Agency is in the process of updating the elevator at the Cap & Myrtle Garage. The current unit is 20+ years old and parts are no longer available. A pre bid meeting was held February 20th at 10am and had a good interest in the project by at least three contractors. Bid closing date is Friday March 13 at 3pm. Once the results are known, a Resolution will be created and presented to the board at the April Board meeting for approval. *Project Lead: Aaron Nelson*

City Go: Formerly known as the Downtown Mobility Collaborative, this partnership of Valley Regional Transit, the City of Boise, ACHD Commuteride, Boise State University, St Luke's Hospital, Downtown Boise Association, and CCDC involves marketing its transportation products and services to the downtown community. The CCDC Board approved a renewed Memorandum of Understanding for City Go at its October 2020 meeting. In response to a request from VRT, the Agency has included a \$60,000 contribution to City Go in the FY2024 budget for CCDC. An overview is located at citygoboise.com. *Project Lead: Zach Piepmeyer*

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 March 2024 following the Idaho Public Utilities Commission approval of requested rate changes from Idaho Power 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	TBD	TBD
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:	<p>Condo Meeting was held September 20, 2023 at 1pm.</p> <p>Gold Members for Idaho Steel Heads now park at the 9th & Main Garage.</p> <p>Minor Column repair to be done by Hellman in October ground level.</p>	

ACME Fast Freight Condominium Association		
CCDC Contact: Zach Piepmeyer		
Member	Unit	Percent Interest
CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9% (Units 104, 015, 201, 202, 301, 302, 401)	66.490%



Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%
Condo Board Meetings		
Last Meeting/Report	Next Meeting	Next Report Due
June 22, 2023	June 2024	TBD
Issues/Comments:		

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VI. ADJOURN



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