



**BOARD
OF
COMMISSIONERS
MEETING
April 8, 2024**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Board Room, Fifth Floor, 121 N. 9th Street
April 8, 2024, 12 p.m.

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

A G E N D A

I. CALL TO ORDERChair Haney Keith

II. ACTION ITEM: AGENDA CHANGES/ADDITIONSChair Haney Keith

III. WORK SESSION

A. Downtown Boise Association Year in Review.. Jennifer Hensley, DBA Executive Director (15 minutes)

IV. ACTION ITEM: CONSENT AGENDA

A. Minutes and Reports

1. Approve Meeting Minutes for March 11, 2024

B. Other

1. Approve Resolution 1872: 619 W. Main St., Empire Theatre Building, Type 1 Participation Agreement with West Bannock Dev, LLC

2. Approve Resolution 1870: Public Art Deferred Maintenance. Type 4 Participation Agreement with Boise City Department of Arts & History.

3. Approve Resolution 1871: Grove Street Interpretive Signage. Type 4 Participation Agreement with Boise City Department of Arts & History.

4. Approve Resolution 1866: Linen Blocks on Grove Street Streetscape Improvements Project. Amendment 2 to Task Order 19-004 with GGLO for Professional Design Services

V. ACTION ITEM

A. CONSIDER Resolution 1867: Bannock Street Streetscape Improvements Project, 12th St to 16th St. Interagency Agreement for Design Services with Ada County Highway District
.....Amy Fimbel (10 minutes)

B. CONSIDER Resolution 1868: Bannock Street Streetscape Improvements Project, 12th St to 16th St. Amendment 1 to Task Order 19-003 for Professional Design Services with CSHQA, Inc.
.....Amy Fimbel (10 minutes)

C. CONSIDER Resolution 1869: 17th Street Interim Streetscape Improvements Project. Public Works Construction Contract with LaRiviere, Inc.....Kathy Wanner (10 minutes)

D. CONSIDER Resolution 1865: Capitol & Myrtle Garage Elevator Modernization Project. Public Works Construction Contract with Barrier Building, Inc. Kathy Wanner/Aaron Nelson (10 minutes)

VI. ADJOURN

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



II. AGENDA CHANGES/ ADDITIONS



III. WORK SESSION



IV. CONSENT AGENDA

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

Absent: Commissioner Lauren McLean

Agency staff members present: John Brunelle, Executive Director; Doug Woodruff, Development Director; Joey Chen, Finance & Administration Director; Mary Watson, General Counsel; Karl Woods, Senior Project Manager – Capital Improvements; Kathy Wanner, Contracts Manager; Kassi Brown, Project Manager; Zach Piepmeyer, P.E., Parking & Mobility Director; Sandy Lawrence, Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

Alex Borg, Kimley-Horn, and Cole Edmonson, Kimley-Horn, attended the meeting virtually.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

III. WORK SESSION

A. ParkBOI Customer Survey

Zach Piepmeyer, P.E., Parking & Mobility Director, Alex Borg, Kimley-Horn, and Cole Edmonson, Kimley-Horn, gave a report.

B. ParkBOI Parking Garage Rooftop Solar Feasibility Study

Zach Piepmeyer, P.E., Parking & Mobility Director, Alex Borg, Kimley-Horn, and Cole Edmonson, Kimley-Horn, gave a report.

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)

Commissioner Cooper made a motion to approve the Consent Agenda.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith – Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 8 - 0.

V. ACTION ITEM

A. CONSIDER 2023 Annual Report

John Brunelle, gave a report.

Commissioner Cooper moved to approve the 2023 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.

Commissioner Hurd seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith – Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 8 - 0.

B. PUBLIC COMMENT 2023 Annual Report

Chair Haney Keith opened the meeting to public comments on the annual report at 12:55 p.m.

There being no one from the public to provide comment, and no written comments received, Chair Haney Keith closed the public comments at 12:56 p.m.

Commissioner Cooper moved to approve the 2023 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.

Commissioner Hurd seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith – Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 8 - 0.

C. CONSIDER Resolution 1859: Trailhead. Amendment No. 3 to the Entrepreneurship Consulting Agreement with the City of Boise and Actuate Boise, Inc.

Mary Watson, General Counsel, gave a report.

Commissioner Perez moved 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.

Commissioner Erstad seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith – Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 8 - 0.

D. CONSIDER Resolution 1860: 500 S. 8th Street, Trailhead. Renewal of Commercial Lease Agreement with Rim View LLC

Mary Watson, General Counsel, gave a report.

Commissioner Perez moved to adopt Resolution 1860 approving renewal of the Lease of 500 S. 8th Street from Rim View LLC for one year.

Commissioner Stevens seconded the motion.

Roll Call:

Commissioner Alexander - Aye

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

The motion carried 8 - 0.

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, Senior Project Manager – Capital Improvements, gave a report.

Commissioner Erstad moved 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.

Commissioner Stevens seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith – Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 8 - 0.

F. CONSIDER Resolution 1863: 3rd Street Streetscape and Mobility Improvements Project. Ranking for RFQ: Construction Manager/General Contractor (CM/GC)

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

Commissioner Cooper moved 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 to authorize the Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement.

Commissioner Perez seconded the motion.

Roll Call:

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

Commissioner Hurd - Aye
Commissioner Haney Keith – Aye
Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 8 - 0.

G. CONSIDER Resolution 1864: Pre-Qualification of Contractors for 17th Street Interim Streetscape Improvements Project

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

Commissioner Perez moved to adopt Resolution 1864 prequalifying LaRiviere, Inc. as eligible to submit a bid for the 17th Street Interim Streetscape Improvements Project.

Commissioner Alexander seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Erstad - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith – 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 Cooper to adjourn the meeting. Commissioner Stevens seconded the motion.

The meeting was adjourned at 1:26 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 8th DAY OF APRIL 2024.

Latonia Haney Keith, Chair

John Stevens, Vice Chair



AGENDA BILL

Agenda Subject: Approve Resolution 1872: 619 W. Main St., Empire Theater Building. Type 1 Participation Agreement with West Bannock Dev, LLC		Date: April 8, 2024
Staff Contact: Kassi Brown, Project Manager	Attachments: <ol style="list-style-type: none"> 1. Resolution 1872 2. Type 1 Agreement 	
Action Requested: Adopt Resolution 1872 approving the Type 1 Participation Agreement with West Bannock Dev, LLC and authorizing the Executive Director to execute the Agreement.		

Background:

The Empire Theater Building is located at 619 W. Main St. in the Old Boise Historic District. Built in 1904, the property was home to one of Boise’s first fire stations, and later served as a theater and a sporting goods store. In the early 1970’s, Idaho Blueprint & Supply Co. moved in and operated their printing and copying services at this location for over 50 years.

Local developer Jay Story of West Bannock, LLC acquired the property in 2023 with desires to bring the building up to current code while preserving the building’s historic exterior. Reinvestment in the 7,724 square foot building includes structural upgrades and extending an underground water supply line for a new fire sprinkler system.

At the time of designation, West Bannock, LLC had the property leased to a tenant who would operate a pub style business in the space. Those negotiations have fallen through, but the developer intends to make the structural upgrades as noted in Exhibit B of the Agreement, which will preserve the buildings historic integrity, bring it into code compliance and become more marketable to future tenants.

The Agency has negotiated a final Agreement that states these structural improvements must be complete before reimbursement. Eligible expenses for reimbursement include surface preparation, silva cell repair and a 6-foot curb and gutter.

The CCDC Board of Commissioners designated the project for One-Time Assistance through the Agency’s Type 1 program at its February 2024 meeting. Eligible expenses related to the streetscape improvements are estimated to be \$81,680.

The Empire Theatre building meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the River-Myrtle District Plan including adaptive reuse of existing buildings and infrastructure, creation of jobs and aligning with other redevelopment efforts in the area.

Project Summary:

- Historic Empire Theatre building located at 619 W. Main St.
- 7,724 square foot building with basement and second floor space
- Reinvestment in existing infrastructure and streetscape preservation
- \$815,074 estimated total development costs
- \$81,680 estimated eligible expenses
- Estimated 20 permanent jobs

Timeline:

- August 04, 2023 – Historic Preservation Certificate of Appropriateness
- December 21, 2023 – T1 Application Received
- February 12, 2024 - Type 1 Designation
- TODAY – Type 1 Agreement Approval
- Summer 2024 – Estimated Construction Completion
- August 2024 – CCDC reimburses Eligible Expenses

Fiscal Notes:

The Agreement sets the not-to-exceed amount for reimbursement at \$81,680 per the Type 1 Participation Program policy. The Agency's Five-Year Capital Improvement Plan includes sufficient resources for this Agreement.

Staff Recommendation:

Authorize the Executive Director to execute the Type 1 Participation Agreement with West Bannock Dev, LLC.

Suggested Motion:

I move to adopt Resolution 1872 approving the Type 1 Participation Agreement with West Bannock Dev, LLC and authorizing the Executive Director to execute the Agreement.

RESOLUTION NO. 1872

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND WEST BANNOCK DEV LLC, AN IDAHO LIMITED LIABILITY COMPANY, FOR SPECIFIED PUBLIC IMPROVEMENTS; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, West Bannock Dev, LLC is an Idaho Limited Liability Company that owns or controls certain real property addressed as 619 W. Main Street, Boise, Idaho, known as the historic Empire Theatre building, which it plans to renovate by making structural upgrades and by installing an improved underground water supply line for the code-required fire suppression system (the "Project"), all of which is located in the River Myrtle-Old Boise Urban Renewal District

as defined by the Urban Renewal Plan for the River Myrtle-Old Boise Economic Development District Project Area (the “River Myrtle-Old Boise Plan”); and,

WHEREAS, as a part of the Project, West Bannock Dev, LLC intends to make streetscape improvements including excavation and replacement of existing suspended pavement systems, reconstruction of a segment of curb and gutter, and the replacement of brick pavers in the public right-of-way; and,

WHEREAS, the Agency Board has adopted the Participation Program Policy which includes the Type 1 Assistance Program under which the Agency provides reimbursement for construction of certain public improvements that meet the Agency’s requirements; and,

WHEREAS, with the River Myrtle-Old Boise Plan terminating September 30, 2026, the Agency has programed resources to assist Type 1 Assistance projects that reach completion within the final two (2) years of plan termination. The Project will be completed within this timeframe and will contribute to enhancing and revitalizing the River Myrtle-Old Boise Urban Renewal District; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is the Type 1 Streetscape Grant Participation Agreement with West Bannock Dev, LLC whereby West Bannock Dev, LLC will construct the Project and the Agency will reimburse West Bannock Dev, LLC for constructing public improvements as specified in the Agreement; and,

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

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

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

Section 2: That the Type 1 Streetscape Grant Participation Agreement with West Bannock Dev, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized sign and enter into the Type 1 Streetscape Grant Participation Agreement with West Bannock Dev, LLC, and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency’s legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 8, 2024, Agency Board meeting.

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 8, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice Chair to the Agency Board of Commissioners on April 8, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: BY: _____
Latonia Haney Keith, Chair

BY: _____
John Stevens, Vice Chair



TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETScape GRANT PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the URBAN RENEWAL AGENCY OF BOISE, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code, as a duly created and functioning urban renewal agency for Boise City, Idaho (“CCDC”), and WEST BANNOCK DEV LLC, an Idaho Limited Liability Company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. Participant owns or controls certain real property addressed as 619 W. Main Street, Boise, Idaho 83702 (the “Project Site”) which is more accurately depicted on attached **Exhibit A**.

B. The Participant is renovating the historic Empire Theater building at the Project Site (the “Project”). The Project is more accurately depicted on attached **Exhibit B**. The Project is located in the River Myrtle-Old Boise Urban Renewal District (“RMOB”).

C. Under the provisions of the River Myrtle-Old Boise Urban Renewal District Plan (“Plan”), CCDC may enter into cooperative agreements to achieve the objectives of an urban renewal plan. The CCDC Board of Commissioners has adopted the Participation Program Policy which is designed to assist private and public development projects with improvements that benefit the public and which are located in the public rights-of-way or a permanent public easement (“Eligible Expenses”).

D. The Participant’s building renovations, including structural upgrades and installation of an improved underground water supply line for the building code-required fire suppression system, necessitate certain streetscape reconstruction efforts. Participant is requesting reimbursement for the associated streetscape improvements including excavation and replacement of existing suspended pavement systems, reconstruction of a segment of curb and gutter, and the replacement of brick pavers.

E. The Project meets the requirements of the Type 1 Participation Program and also promotes the CCDC objectives of the Plan including adaptive reuse of existing buildings and infrastructure, creation of jobs, and alignment with other redevelopment efforts in the area. The Eligible Expenses are depicted on the Public Improvement Plans on attached **Exhibit C**.

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

AGREEMENT

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

1. Effective Date and Term. The effective date (“Effective Date”) of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first. At CCDC’s sole discretion an extension may be granted for a period not to exceed 90 days.

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

2. Construction of the Project. Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise (“City”) infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the Project is depicted on **Exhibit B and Exhibit C**, with cost estimates for Eligible Expenses described in the Schedule of Eligible Expenses in **Exhibit D**. Any other public improvements that are constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC’s reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. Initial Construction Funding. Participant shall pay for all of the costs of construction for the Project. CCDC acknowledges that the Schedule of Eligible Expenses attached as **Exhibit D** is an estimate by Contractor and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

4. Notification of Completion; Inspection. Upon completion of the Project, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC’s sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, inspector approval or closed permit documentation, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

5. Determining Actual Payment after Completion of Construction. Participant shall provide appropriate documentation (“Cost Documentation”) to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this

Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Project is complete and shall include:

- a. Schedule of values that includes line items for the Project approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Project in comparison to the amount used for the remainder of improvements to the Project Site.
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit D** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A signed and notarized letter by Participant attesting that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. Recorded easements for any public improvement work done outside of the public rights of way.
- g. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Expenses to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Expenses following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit D**. IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 6.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such

contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant Actual Eligible Expenses not to exceed **EIGHTY-ONE THOUSAND SIX HUNDRED EIGHTY AND 00/100 DOLLARS (\$81,680).** Actual Eligible Expenses do not include soft costs such as architectural and engineering design, permits, traffic control, and mobilization. The payment for this Type 1 Agreement will be made as a one-time reimbursement.

7. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 2, 5 and 6 no later than thirty (30) days after completion of all of the following:

- a. Project construction is complete and meets the specifications as described in the Recitals section of this Agreement and as shown in Exhibit B.
- b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.
- c. Participant provides CCDC with documentation of dollar for dollar match of Participant's public to private investment.
- d. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation.

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

9. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

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

11. No Joint Venture or Partnership. CCDC and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Participant a joint venture or partners. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development and provide documentation that the interest has been waived.

12. Successors and Assignment. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

13. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express) with postage or delivery charges prepaid and return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant: West Bannock Dev LLC
 Attn: Jay Story, Member
 104 S. Capitol Blvd., Suite 201
 Boise, Idaho 83702
 208-841-8320

story@storycommercial.com

If to CCDC:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
208-384-4264
jbrunelle@ccdcoise.com

14. Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the Court.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A	Project Site Map
Exhibit B	Project Depiction (renderings)
Exhibit C	Public Improvement Plans
Exhibit D	Schedule of Eligible Expenses

16. Indemnification. Participant shall indemnify, defend, and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.

17. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant and its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or ancestry, marital status, age, or handicap.

18. Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

19. Promotion of Project. Participant agrees CCDC may promote the Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Site

notifying the public of CCDC's involvement with the Project.

20. Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control. This provision does not apply to the following agreements: 1.) Those with a total potential dollar value of less than \$100,000; or 2.) Those with any Participant having fewer than 10 employees.

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

22. Time is of the Essence. Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

End of Agreement
[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with an Effective Date as of the last date written below.

CCDC:

The Urban Renewal Agency of Boise City, Idaho, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

West Bannock Dev LLC
An Idaho Limited Liability Company

By: Jay Story

Its: Member

Date: 03/27/2024

Exhibits

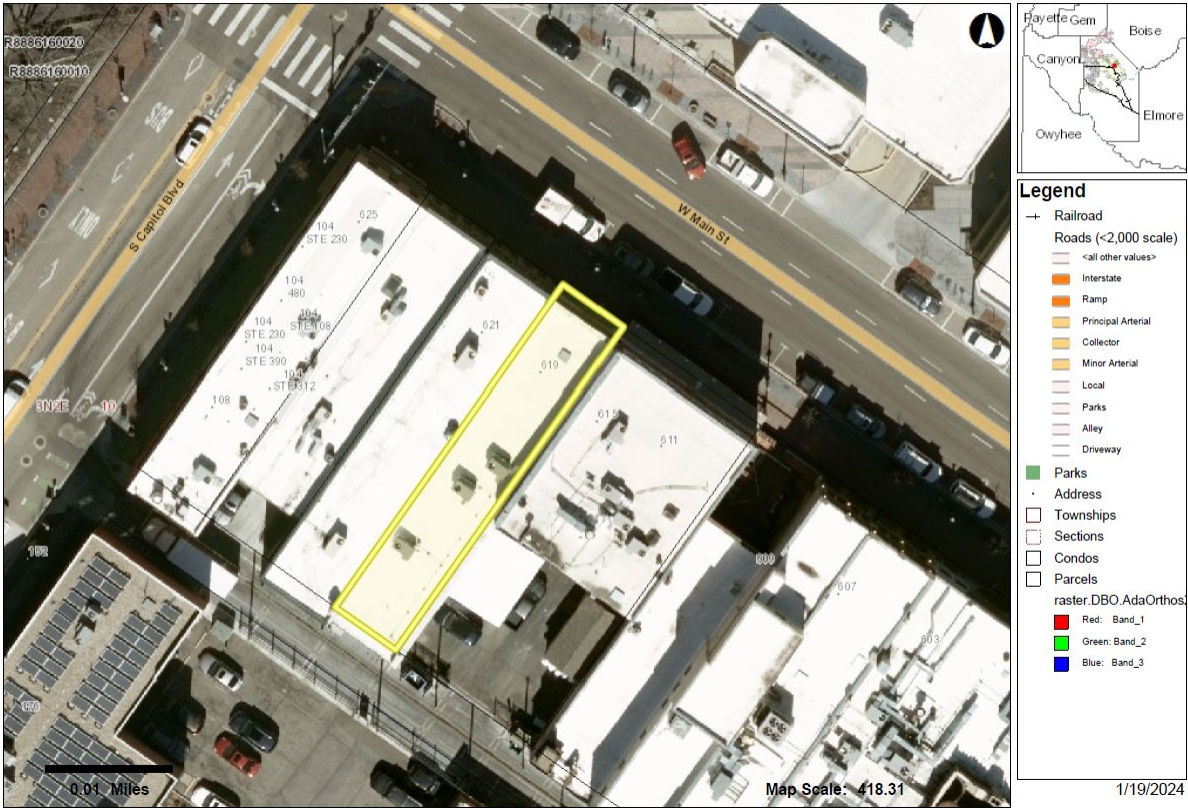
- A: Project Site Map
- B: Project Depiction (renderings)
- C: Public Improvement Plans
- D: Schedule of Eligible Expenses

Budget Info / For Office Use	
Fund/District	302
Account	6251
Activity Code	24025
PO #	240045
Agreement Term	Summer 2024

Exhibit A: Project Site Map

Ada County Assessor

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



FOOTING SCHEDULE			
MARK	SIZE	REINFORCEMENT	COMMENTS
F1	1'-6"x12" THICK CONT.	(2) #5 CONT.	

WALL SCHEDULE			
MARK	STUD SIZE	O.C. SPACING	COMMENTS
W1	2x4 D.F.#2	16"	
W2	2x6 D.F.#2	16"	

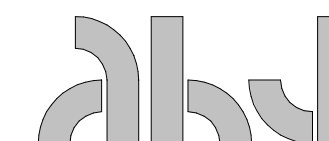
FOUNDATION PLAN NOTES

- FOR GENERAL STRUCTURAL NOTES (G.S.N.), SEE SHEET S1.0.
- THE DIMENSIONS SHOWN HERE APPLY TO STRUCTURAL ELEMENTS ONLY SEE ARCHITECTURAL PLANS FOR ANY DIMENSIONS NOT NOTED.
- DENOTES ELEVATION. T.O.F. = TOP OF FOOTING
- DENOTES FOOTING MARK NUMBER. SEE FOOTING SCHEDULE.
- DENOTES WALL MARK NUMBER. SEE WALL SCHEDULE.
- DENOTES HDU4 ANCHOR W/ 5/8" DIA. A.B. EMBEDDED 8" INTO FOOTING.

PLAT FORM

ARCHITECTURE, DESIGN

280 n. 8th, suite 118 boise, idaho 83702
t: 208 891 9082 platform@platformarch.com



AHJ ENGINEERS, PC
STRUCTURAL CONSULTANTS
5418 N. EAGLE RD. #140
BOISE, IDAHO 83713
(208) 323-0199
PROJECT # 23013.00
STRUCTURAL DETAILS AND CONCEPTS
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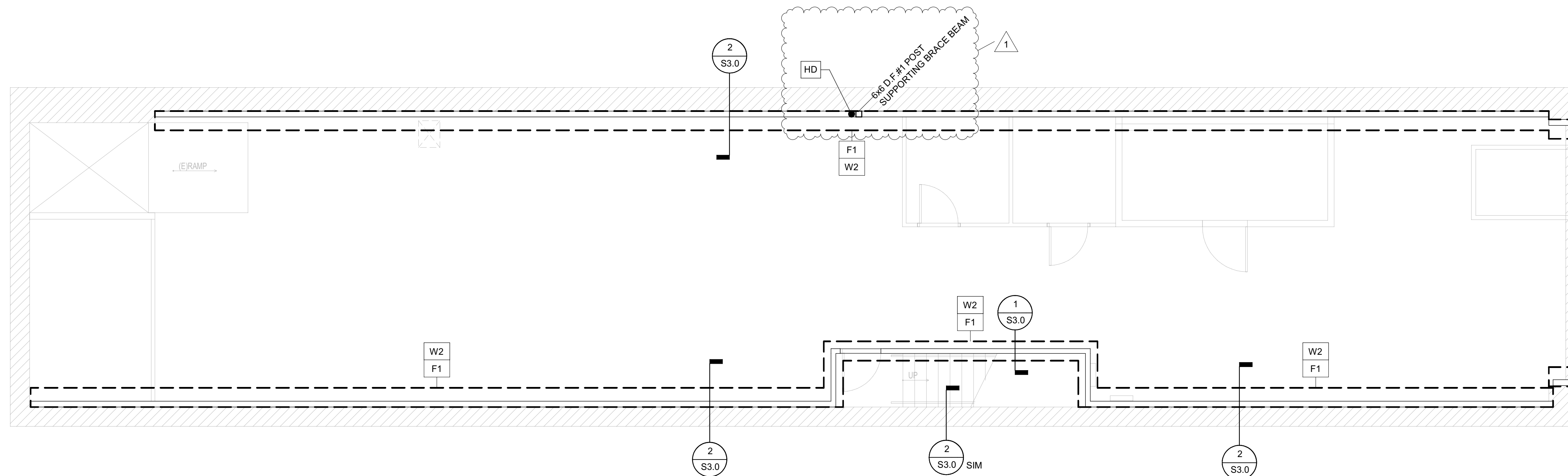


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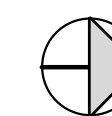
PLATFORM JOB NO. 23-01

DATE	11.03.2023
SCALE	PER PLAN
DRAWN	GV
CHECKED	BE

PERMIT



BASEMENT PLAN 1
3/16" = 1'-0"



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11/20/23 | BLD23-0221

SHEET NO.
S2.0
BASEMENT PLAN

WALL SCHEDULE			
MARK	STUD SIZE	O.C. SPACING	COMMENTS
W1	2x4 D.F.#2	16"	
W2	2x6 D.F.#2	16"	

FLOOR FRAMING PLAN NOTES

- FOR GENERAL STRUCTURAL NOTES (G.S.N.), SEE SHEET S1.0.
- THE DIMENSIONS SHOWN HERE APPLY TO STRUCTURAL ELEMENTS ONLY SEE ARCHITECTURAL PLANS FOR ANY DIMENSIONS NOT NOTED.
- W_ DENOTES WALL MARK NUMBER. SEE WALL SCHEDULE.
- SEE DETAILS 5 AND 4/S3.0 FOR FLOOR ANCHORAGE TO U.R.M.
- CONFIRM EXISTING DECKING MIN. 7/8" THICK W/MIN. 6" O.C. E.N. AT PANEL EDGES. IF NOT, REPLACE DECKING PER PLAN NOTE 6 ON SHT. S2.2.

EXISTING UNREINFORCED MASONRY WALL RETROFIT NOTES

POINTING/REPOINTING

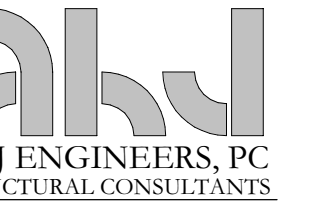
IT IS RECOMMENDED THAT ALL WEAK MORTAR (ABLE TO BE EASILY SCRATCHED OUT WITH A KEY) BE POINTED FOR DURABILITY AND STRENGTH. DETERIORATED MORTAR JOINTS IN UNREINFORCED MASONRY WALLS, SHALL BE REPOINTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

- POINTING: PREPARATION AND MORTAR POINTING SHALL BE PERFORMED WITH SPECIAL INSPECTION.
- JOINT PREPARATION: THE DETERIORATED MORTAR SHALL BE CUT OUT BY MEANS OF A TOOTHING CHISEL OR NON-IMPACT POWER TOOL TO A DEPTH AT WHICH SOUND MORTAR IS REACHED BUT NOT LESS THAN 3/4". CARE SHALL BE TAKEN NOT TO DAMAGE THE BRICK EDGES. AFTER CUTTING IS COMPLETE, ALL LOOSE MATERIAL SHALL BE REMOVED WITH A BRUSH, AIR STREAM, OR WATER STREAM.
- MORTAR PREPARATION: THE MORTAR MIX SHALL BE PROPORTIONED TO ATTAIN A 28 DAY STRENGTH OF 1800PSI. THE POINTING MORTAR SHALL BE PREHYDRATED BY FIRST THOROUGHLY MIXING ALL INGREDIENTS DRY AND THEN MIXING AGAIN, ADDING ONLY ENOUGH WATER TO PRODUCE A DAMP WORKABLE MIX WHICH WILL RETAIN ITS FORM WHEN PRESSED INTO A BALL. THE MORTAR SHALL BE KEPT IN A DAMP CONDITION FOR ONE AND ONE-HALF HOURS; THEN SUFFICIENT WATER SHALL BE ADDED TO BRING IT TO A CONSISTENCY THAT IS SOMEWHAT DRIER THAN CONVENTIONAL MASONRY MORTAR.
- PACKING: THE JOINT INTO WHICH THE MORTAR IS TO BE PACKED SHALL BE DAMP BUT WITHOUT FREESTANDING WATER. THE MORTAR SHALL BE TIGHTLY PACKED INTO THE JOINT IN LAYERS NOT EXCEEDING 1/2-INCH IN DEPTH UNTIL IT IS FILLED; THEN IT SHALL BE TOOLED TO A SMOOTH SURFACE TO MATCH THE ORIGINAL PROFILE.

PLAT FORM

ARCHITECTURE, DESIGN

280 n.8th, suite 118 boise, idaho 83702
t: 208 891 9082 platform@platformarch.com



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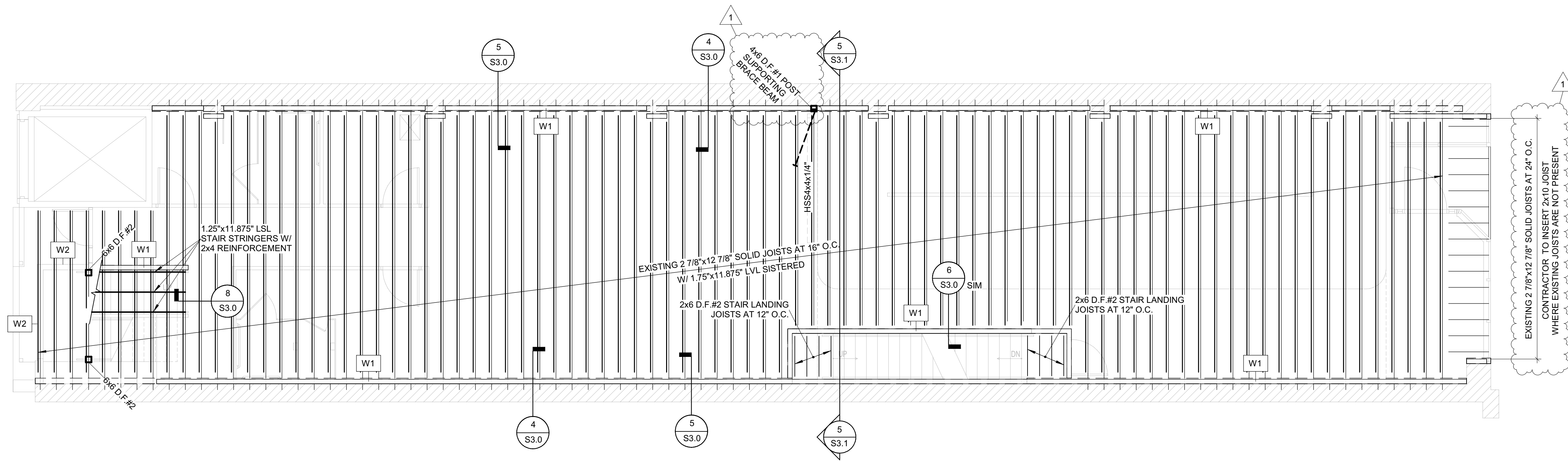


#	REVISIONS	DATE
1	PLAN REV.	10.06.23

PLATFORM JOB NO. 23-01

DATE	11.03.2023
SCALE	PER PLAN
DRAWN	GV
CHECKED	BE

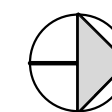
PERMIT



MAIN FLOOR FRAMING PLAN

3/16" = 1'-0"

1



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11/20/23 | BLD23-0221

SHEET NO.

S2.1

MAIN FLOOR FRAMING PLAN

FLOOR FRAMING PLAN NOTES

- FOR GENERAL STRUCTURAL NOTES (G.S.N.), SEE SHEET S1.0.
- THE DIMENSIONS SHOWN HERE APPLY TO STRUCTURAL ELEMENTS ONLY SEE ARCHITECTURAL PLANS FOR ANY DIMENSIONS NOT NOTED.
- FLOOR DECK
7/8" APA RATED SHEATHING 48/24 SUB-FLOOR, (EXTERIOR)
NAILING: 10d AT 6" O.C. ALL PANEL EDGES 10d AT 12" O.C AT INTERMEDIATE SUPPORTS STAGGER PANEL JOINTS.
- SEE DETAILS 5 AND 7/S3.0 FOR FLOOR ANCHORAGE TO U.R.M.
- EXISTING UNREINFORCED MASONRY WALL RETROFIT NOTES

POINTING/REPOINTING

IT IS RECOMMENDED THAT ALL WEAK MORTAR (ABLE TO BE EASILY SCRATCHED OUT WITH A KEY) BE POINTED FOR DURABILITY AND STRENGTH. DETERIORATED MORTAR JOINTS IN UNREINFORCED MASONRY WALLS, SHALL BE REPOINTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

- POINTING: PREPARATION AND MORTAR POINTING SHALL BE PERFORMED WITH SPECIAL INSPECTION.
- JOINT PREPARATION: THE DETERIORATED MORTAR SHALL BE CUT OUT BY MEANS OF A TOOTHING CHISEL OR NON-IMPACT POWER TOOL TO A DEPTH AT WHICH SOUND MORTAR IS REACHED BUT NOT LESS THAN 3/4". CARE SHALL BE TAKEN NOT TO DAMAGE THE BRICK EDGES. AFTER CUTTING IS COMPLETE, ALL LOOSE MATERIAL SHALL BE REMOVED WITH A BRUSH, AIR STREAM, OR WATER STREAM.
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PLAT FORM

ARCHITECTURE, DESIGN

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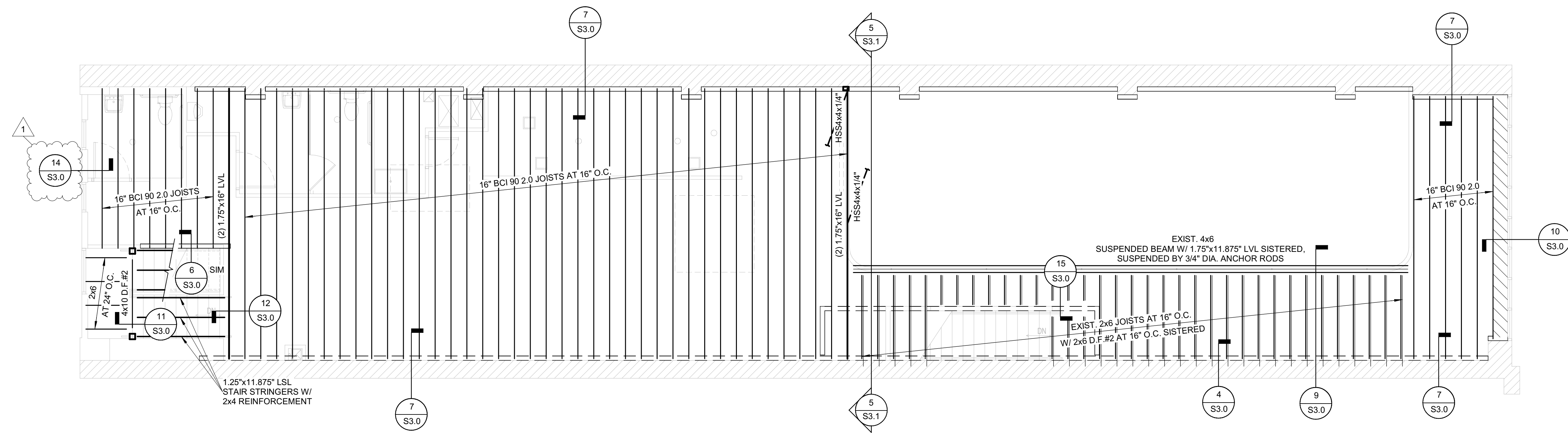


#	REVISIONS	DATE
1	PLAN REV.	10.06.23

PLATFORM JOB NO. 23-01

DATE	11.03.2023
SCALE	PER PLAN
DRAWN	GV
CHECKED	BE

PERMIT



SECOND FLOOR FRAMING PLAN 1
3/16" = 1'-0"



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Planning & Development Services
City of Boise | www.cityofboise.org/pds
11/20/23 | BLD23-02221

SHEET NO.
S2.2
2nd FLOOR FRAMING PLAN

ROOF FRAMING PLAN NOTES

- FOR GENERAL STRUCTURAL NOTES (G.S.N.), SEE SHEET S1.0.
- THE DIMENSIONS SHOWN HERE APPLY TO STRUCTURAL ELEMENTS ONLY SEE ARCHITECTURAL PLANS FOR ANY DIMENSIONS NOT NOTED.
- SEE DET. 5 AND 7/S3.0 FOR ANCHORAGE TO U.R.M.

4. 750# ROOF SUPPORTED MECH'L UNIT W/ OPERATING WEIGHT. PROVIDE DOUBLE JOISTS AT EACH END OF UNIT AND FULL DEPTH BLOCKING BETWEEN MAIN FRAMING UNDER MECH'L. UNIT CURB. COORD. EXACT LOCATION, SIZE AND NUMBER OF DECK PENETRATIONS W/ MECH'L.

- EXISTING UNREINFORCED MASONRY WALL RETROFIT NOTES

POINTING/REPOINTING

IT IS RECOMMENDED THAT ALL WEAK MORTAR (ABLE TO BE EASILY SCRATCHED OUT WITH A KEY) BE POINTED FOR DURABILITY AND STRENGTH. DETERIORATED MORTAR JOINTS IN UNREINFORCED MASONRY WALLS, SHALL BE REPOINTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

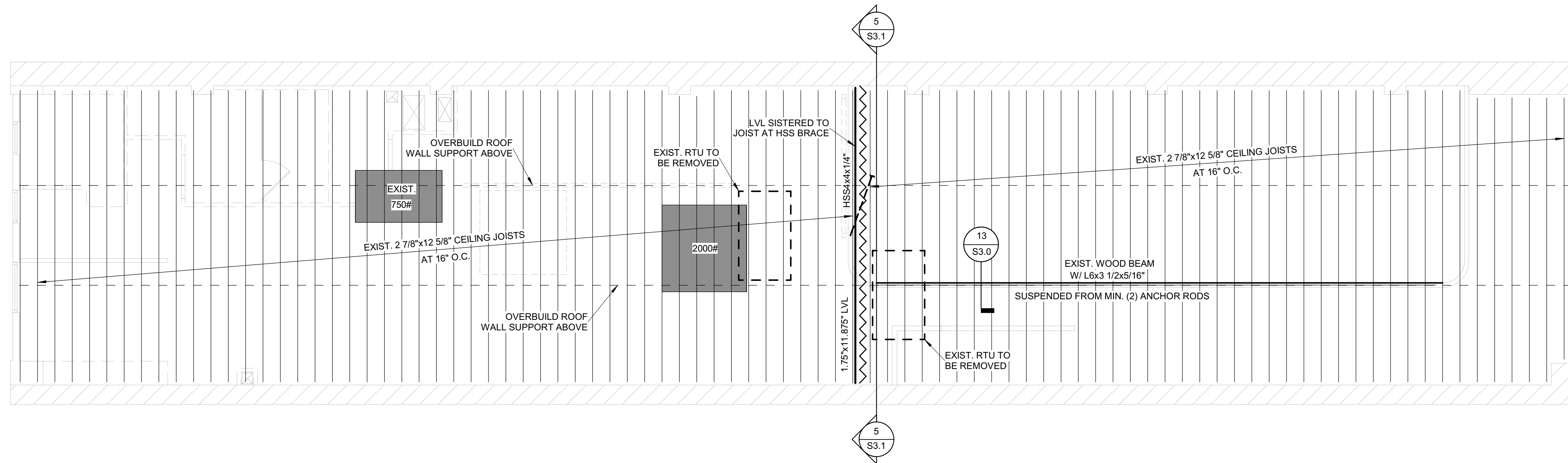
- POINTING: PREPARATION AND MORTAR POINTING SHALL BE PERFORMED WITH SPECIAL INSPECTION.
- JOINT PREPARATION: THE DETERIORATED MORTAR SHALL BE CUT OUT BY MEANS OF A TOOTHING CHISEL OR NON-IMPACT POWER TOOL TO A DEPTH AT WHICH SOUND MORTAR IS REACHED BUT NOT LESS THAN 3/4". CARE SHALL BE TAKEN NOT TO DAMAGE THE BRICK EDGES. AFTER CUTTING IS COMPLETE, ALL LOOSE MATERIAL SHALL BE REMOVED WITH A BRUSH, AIR STREAM, OR WATER STREAM.
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- PACKING: THE JOINT INTO WHICH THE MORTAR IS TO BE PACKED SHALL BE DAMP BUT WITHOUT FREESTANDING WATER. THE MORTAR SHALL BE TIGHTLY PACKED INTO THE JOINT IN LAYERS NOT EXCEEDING 1/4" IN DEPTH UNTIL IT IS FILLED; THEN IT SHALL BE TOOLED TO A SMOOTH SURFACE TO MATCH THE ORIGINAL PROFILE.

- ROOF OVERBUILD FRAMING ABOVE CONSISTS OF (3) BAYS OF 2x6 JOISTS AT 24" O.C.



7.

DENOTES PERFORATED WOOD SHEAR WALL:
STUD WALL CONSISTS OF 2x4 WD. STUDS SPACED AT 16" O.C. SHEATHED W/ 7/16" APA RATED SHEATHING 24/16. ONE SIDE ONLY. LAY SHEATHING UP HORIZONTALLY AND STAGGER JOINTS.
NAILING:
8d AT 4" O.C. ALL EDGES.
8d AT 12" O.C. ALONG INTERMEDIATE STUDS.
PROVIDE BLKG. AT ALL UNSUPPORTED EDGES.



PLAT FORM

ARCHITECTURE, DESIGN

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REVISIONS DATE

#	REVISIONS	DATE

PLATFORM JOB NO. 23-01

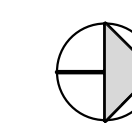
DATE 07.17.2023
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7/17/2023 11:18:24 AM P:\23\23013-Platform Arch-Idaho Blueprint Remodel\02-Structural\AHJ 23013-Idaho Blueprint Remod-V23.rvt © Platform Architecture & Design PLLC. This Document is the property of Platform Architecture & design PLLC and is not to be duplicated without written authorization.

ROOF FRAMING PLAN

3/16" = 1'-0"

1



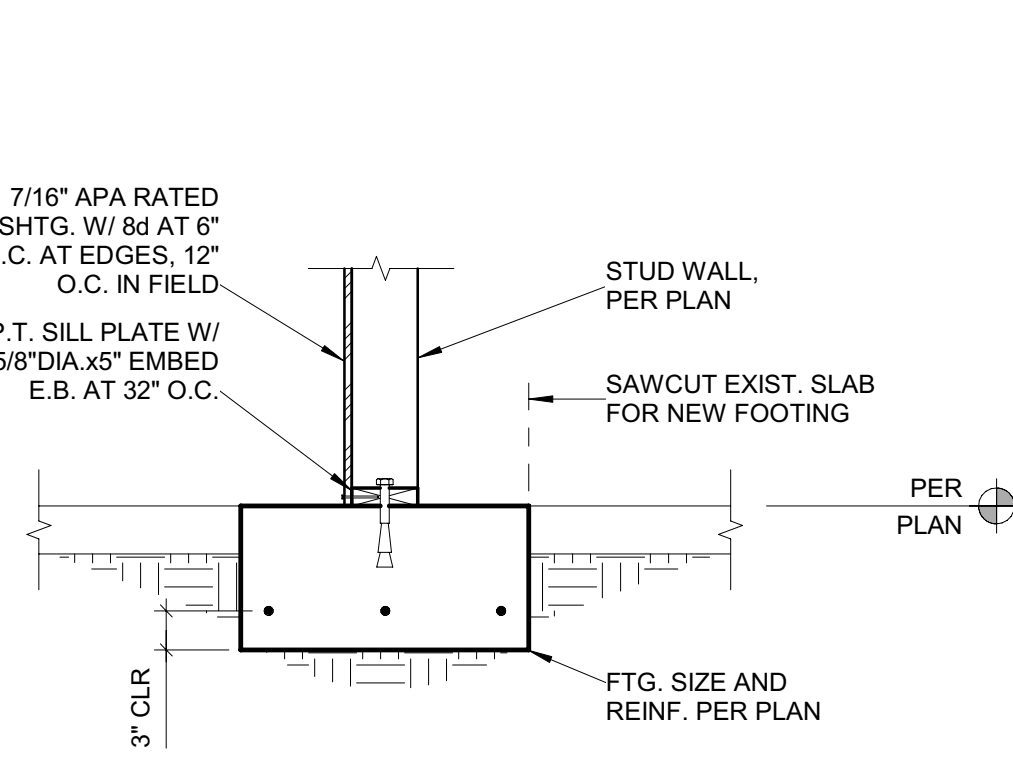
CITY OF BOISE:

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11/20/23 | BLD23-0221

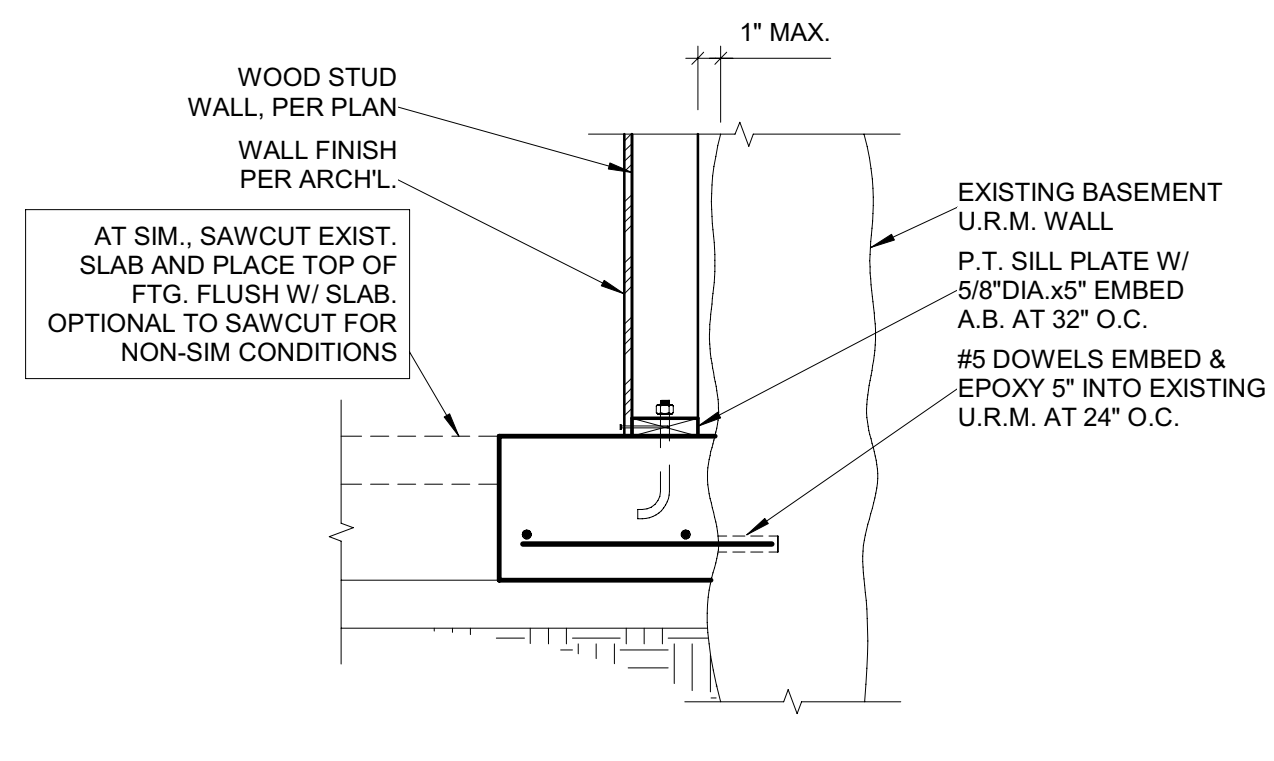
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S2.3

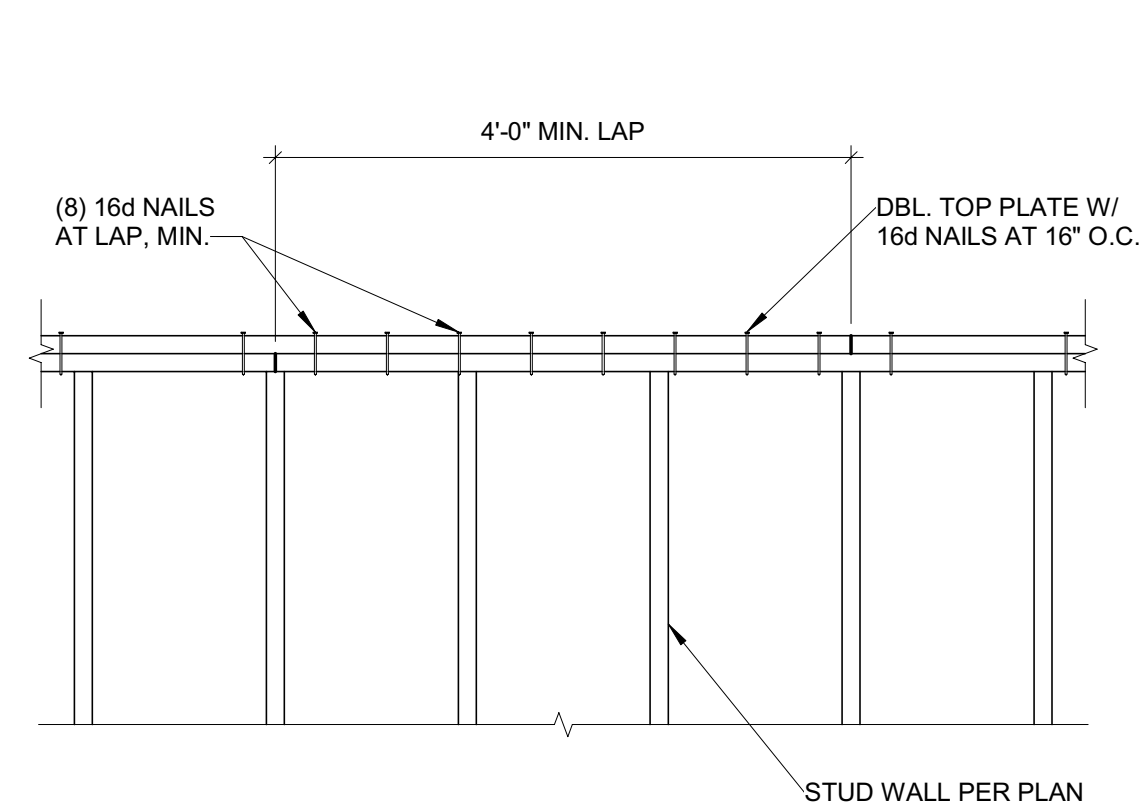
ROOF FRAMING PLAN



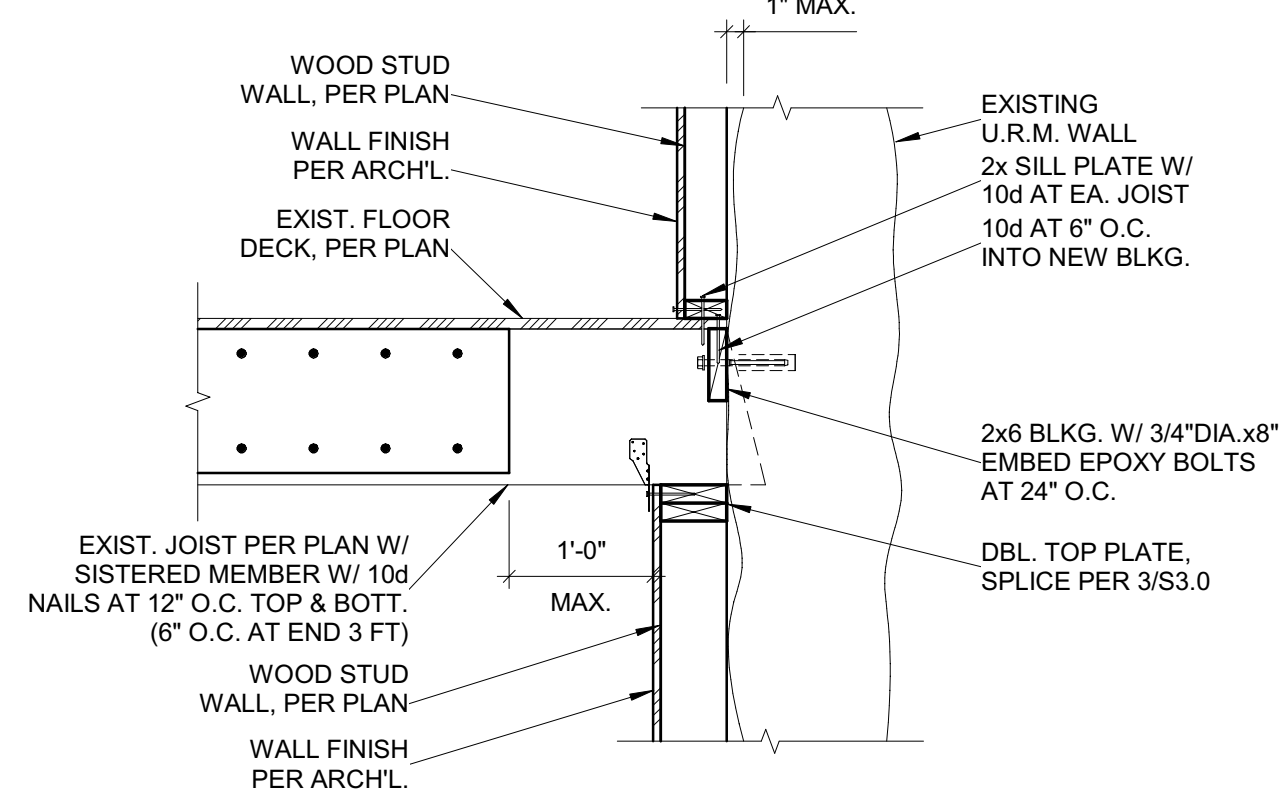
1 INTERIOR PONY WALL
3/4" = 1'-0"



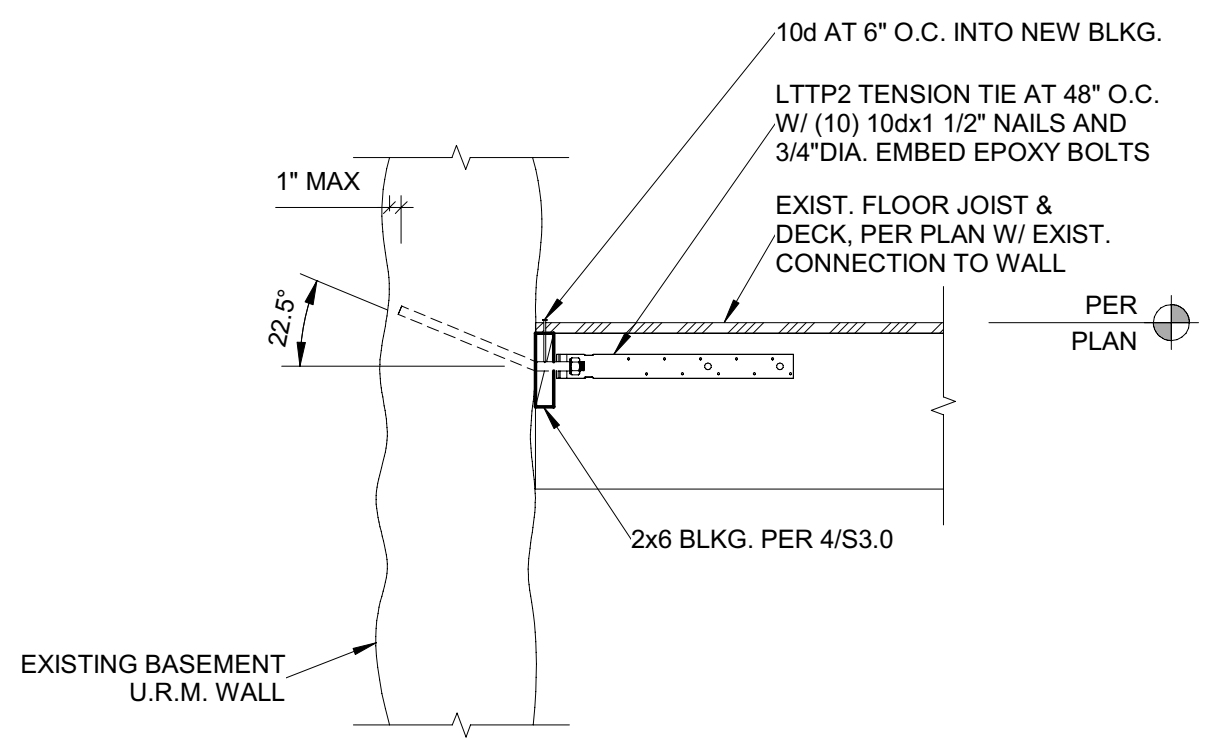
2 NEW TO EXIST. BASEMENT FOOTING
3/4" = 1'-0"



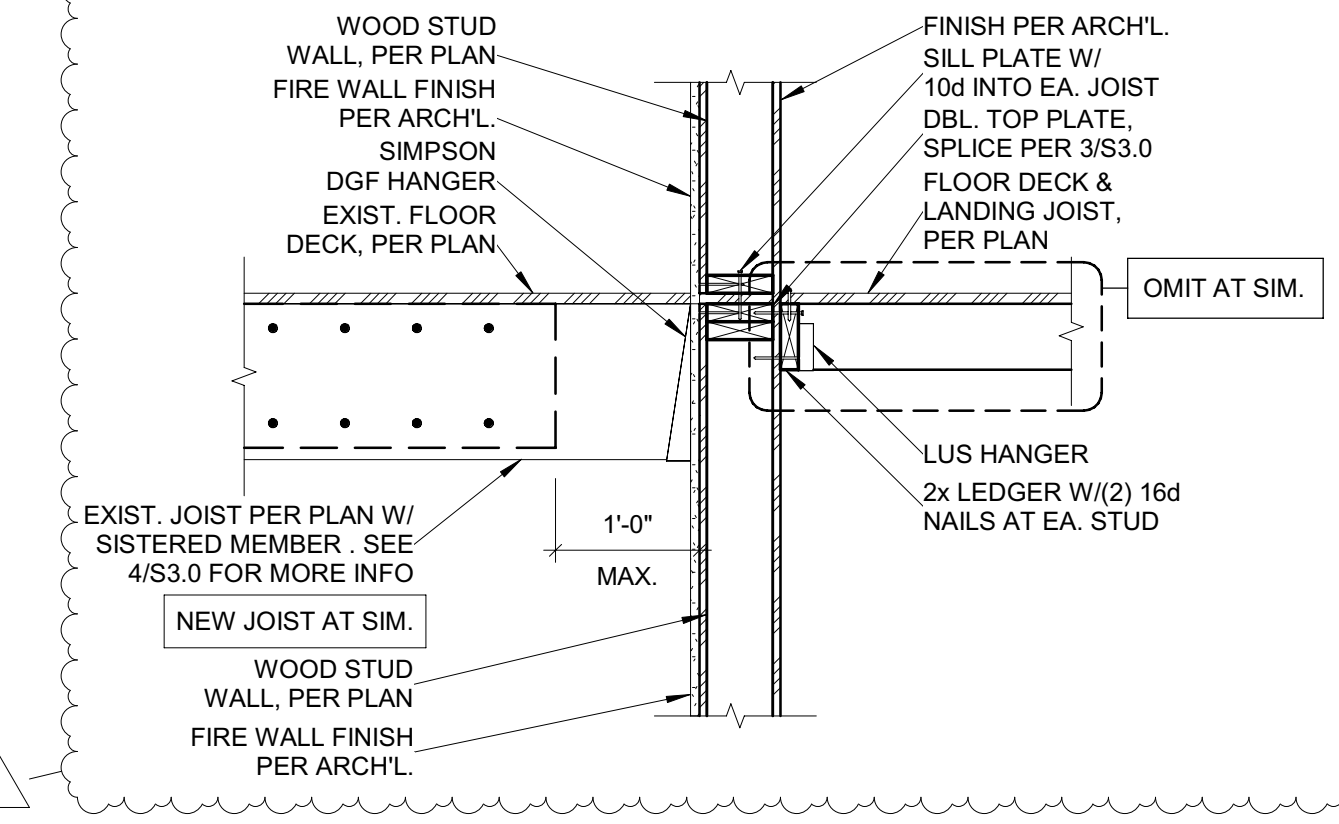
3 DOUBLE TOP PLATE SPLICE
3/4" = 1'-0"



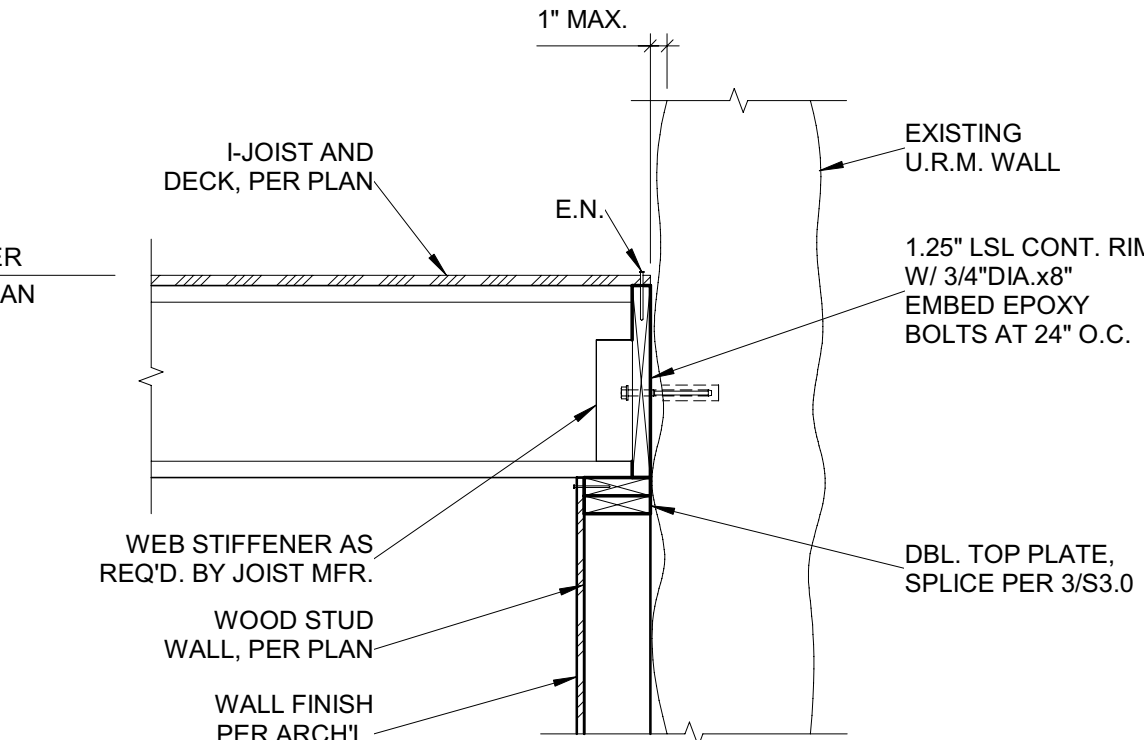
4 FLOOR JOIST AT NEW BEARING WALL
3/4" = 1'-0"



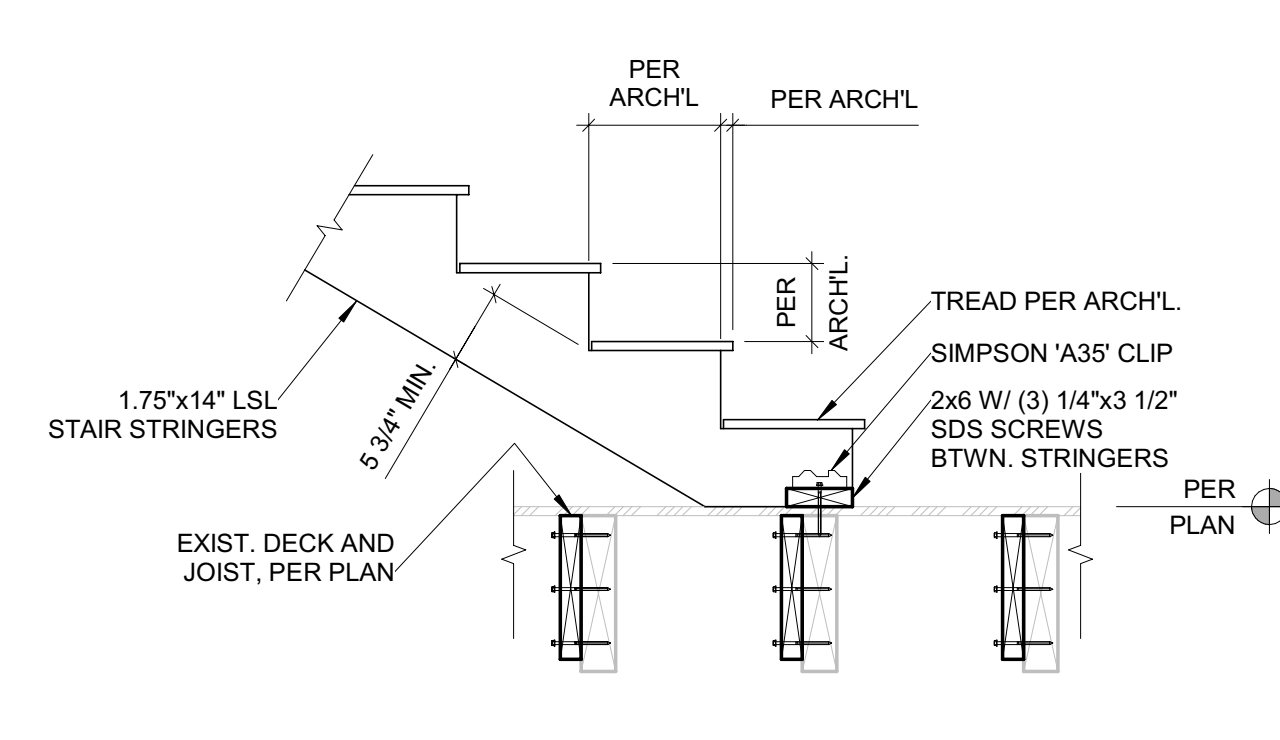
5 WALL TIE TO JOIST
3/4" = 1'-0"



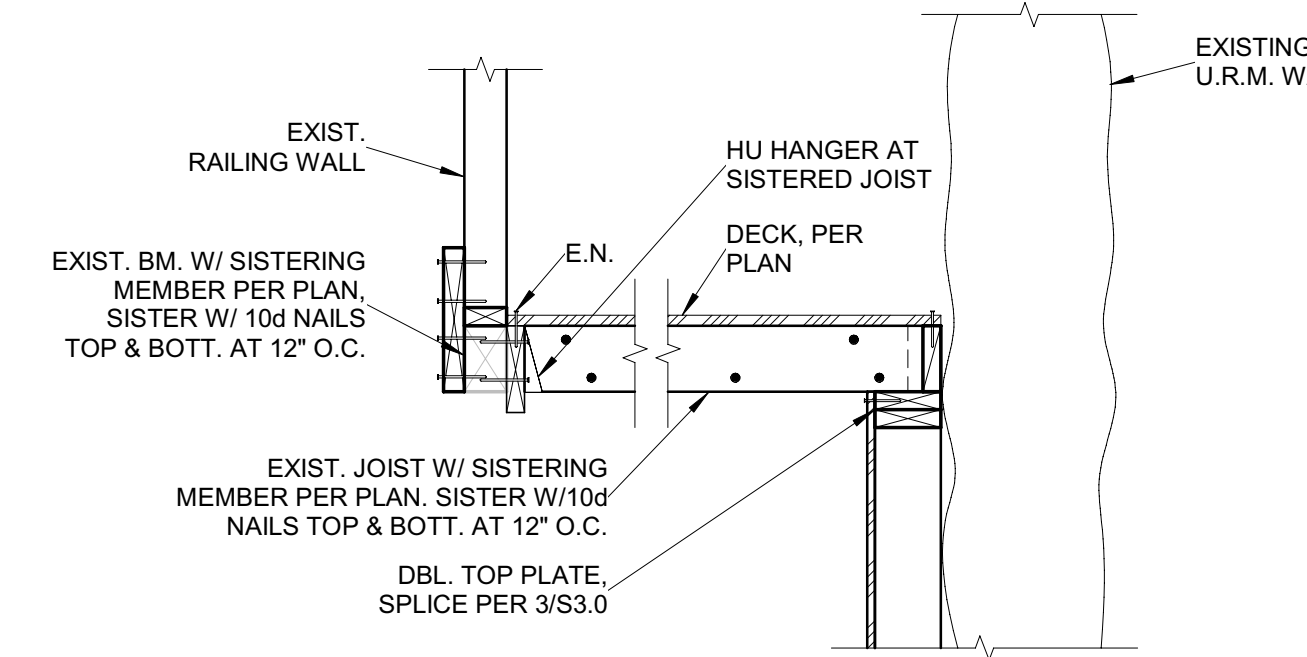
6 FLOOR JOIST AT NEW BEARING WALL
3/4" = 1'-0"



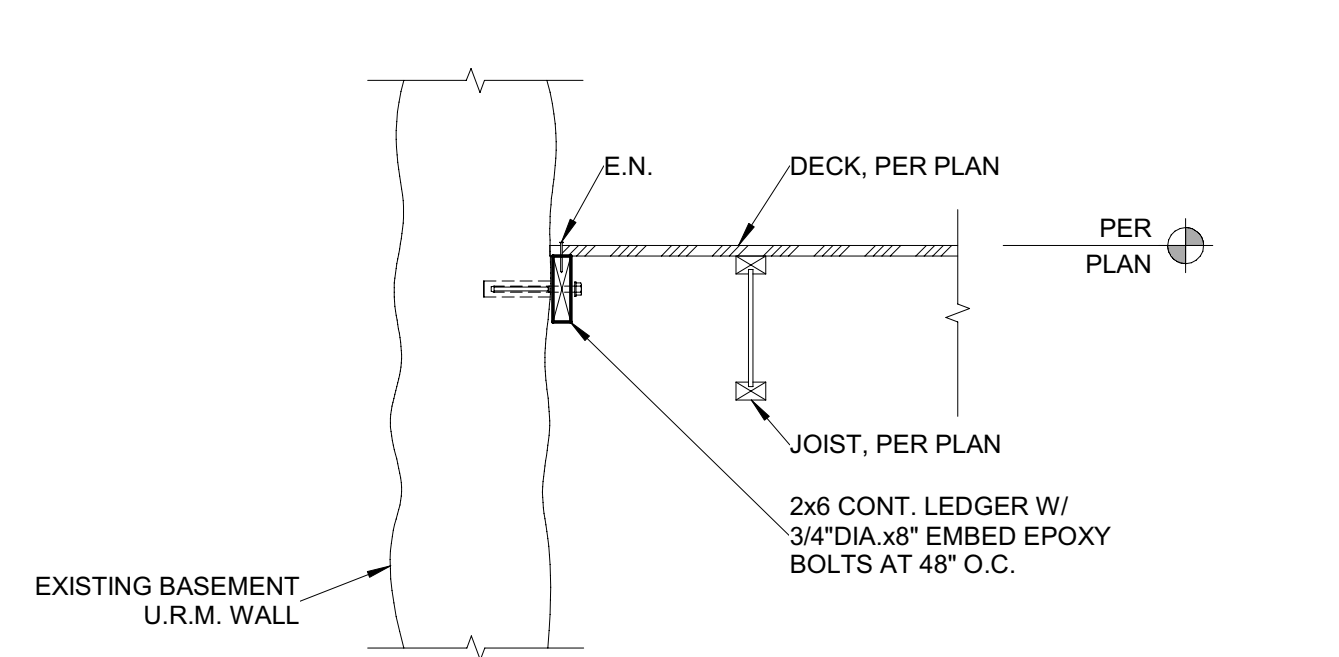
7 I-JOIST AT WALL
3/4" = 1'-0"



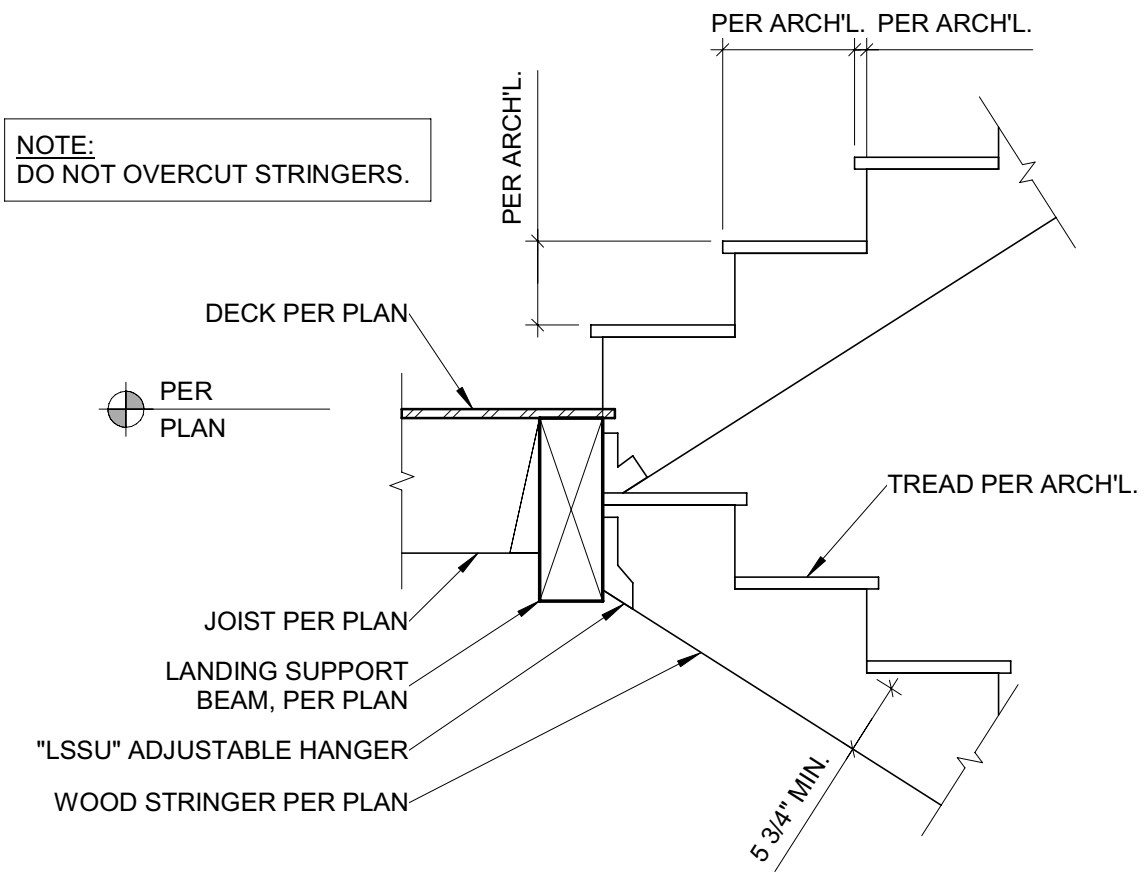
8 WOOD STAIRS AT FLOOR
3/4" = 1'-0"



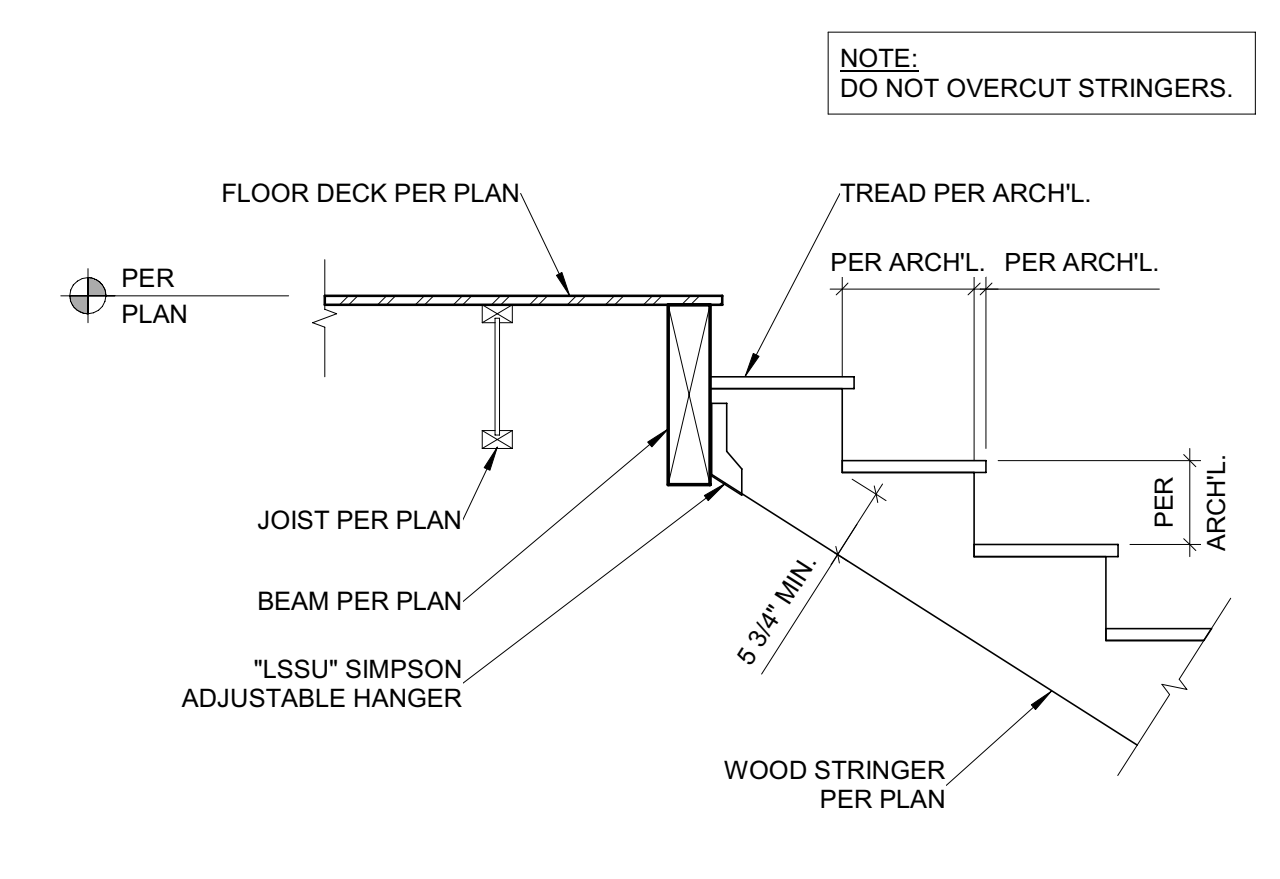
9 MEZZANINE FLOOR JOISTS
3/4" = 1'-0"



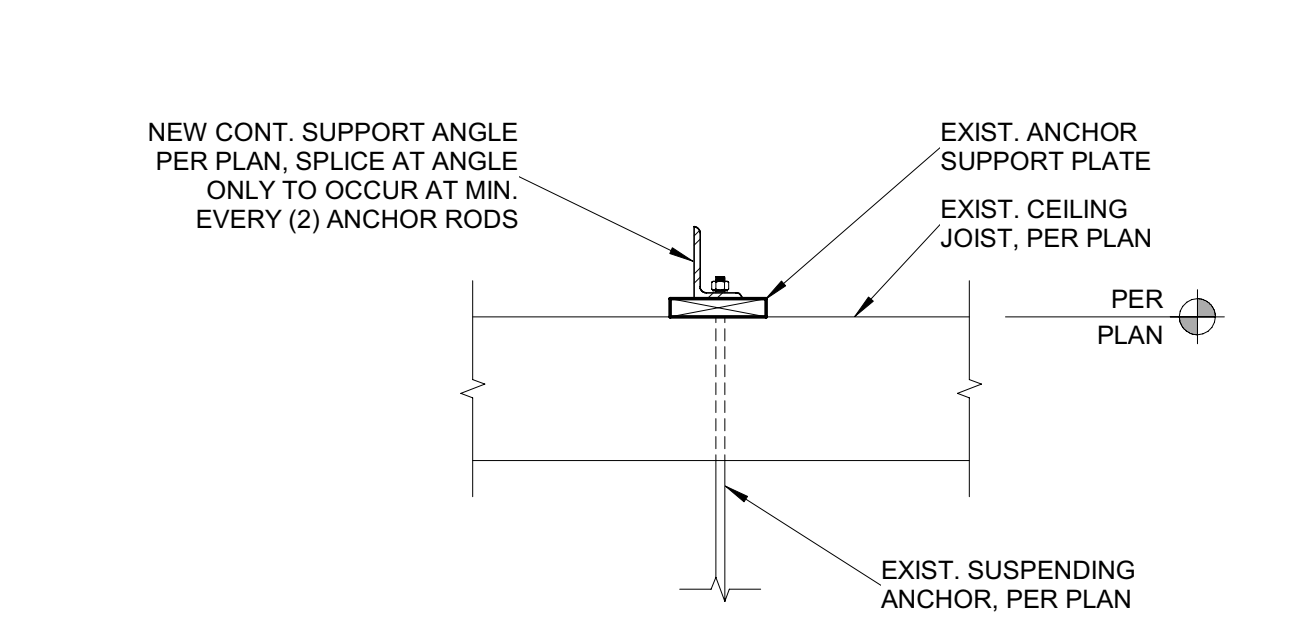
10 I-JOIST PARALLEL W/ WALL
3/4" = 1'-0"



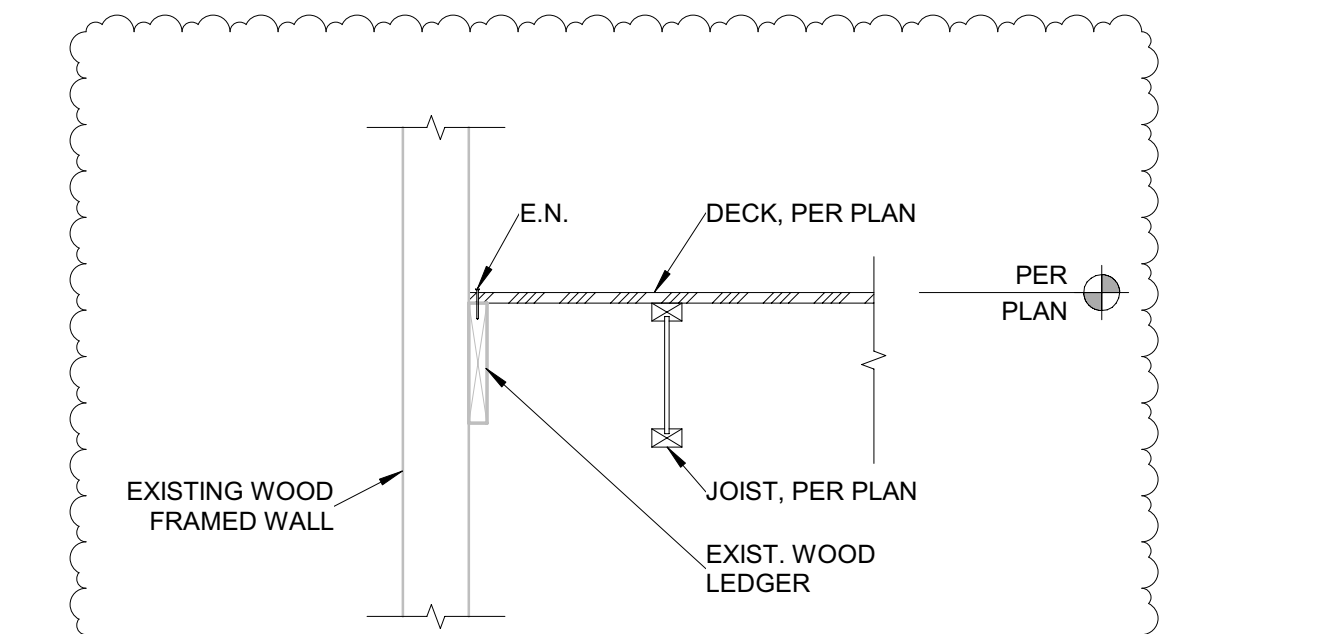
11 WOOD STAIR AT LANDING
3/4" = 1'-0"



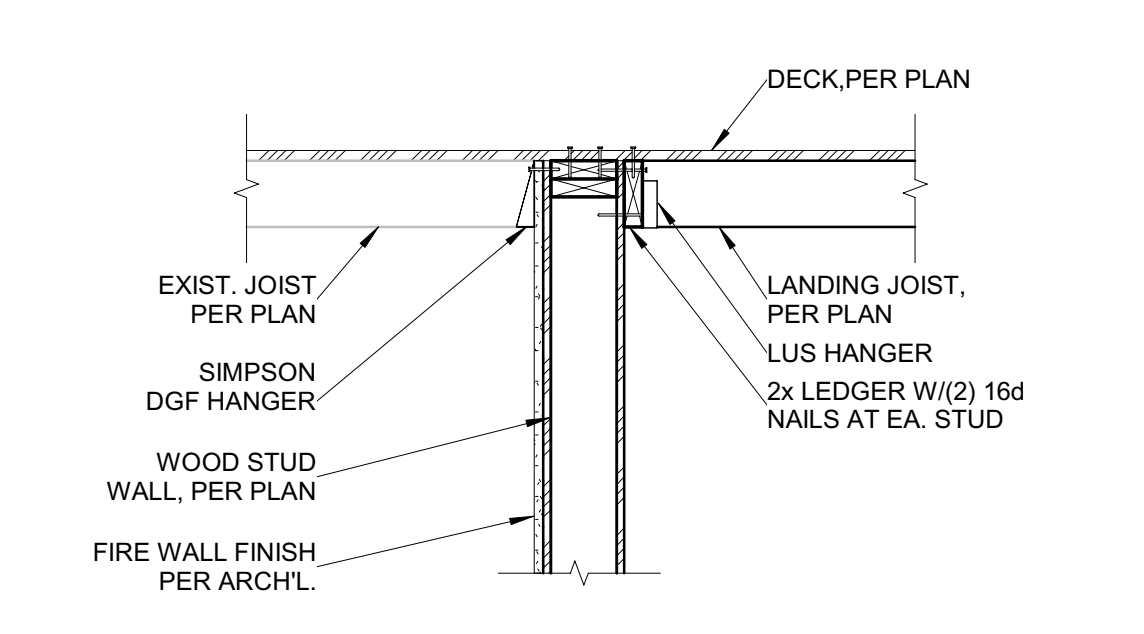
12 WOOD STAIR AT LANDING
3/4" = 1'-0"



13 REINFORCING ANGLE AT SUSPENDING ANCHOR RODS
3/4" = 1'-0"



14 I-JOIST PARALLEL W/ WALL
3/4" = 1'-0"



15 MEZZANINE FLOOR JOISTS AT FIREWALL
3/4" = 1'-0"

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#	REVISIONS	DATE
1	PLAN REV.	10.06.23

PLATFORM JOB NO. 23-01

DATE	11.03.2023
SCALE	PER PLAN
DRAWN	BE
CHECKED	GV

PERMIT

CITY OF BOISE:

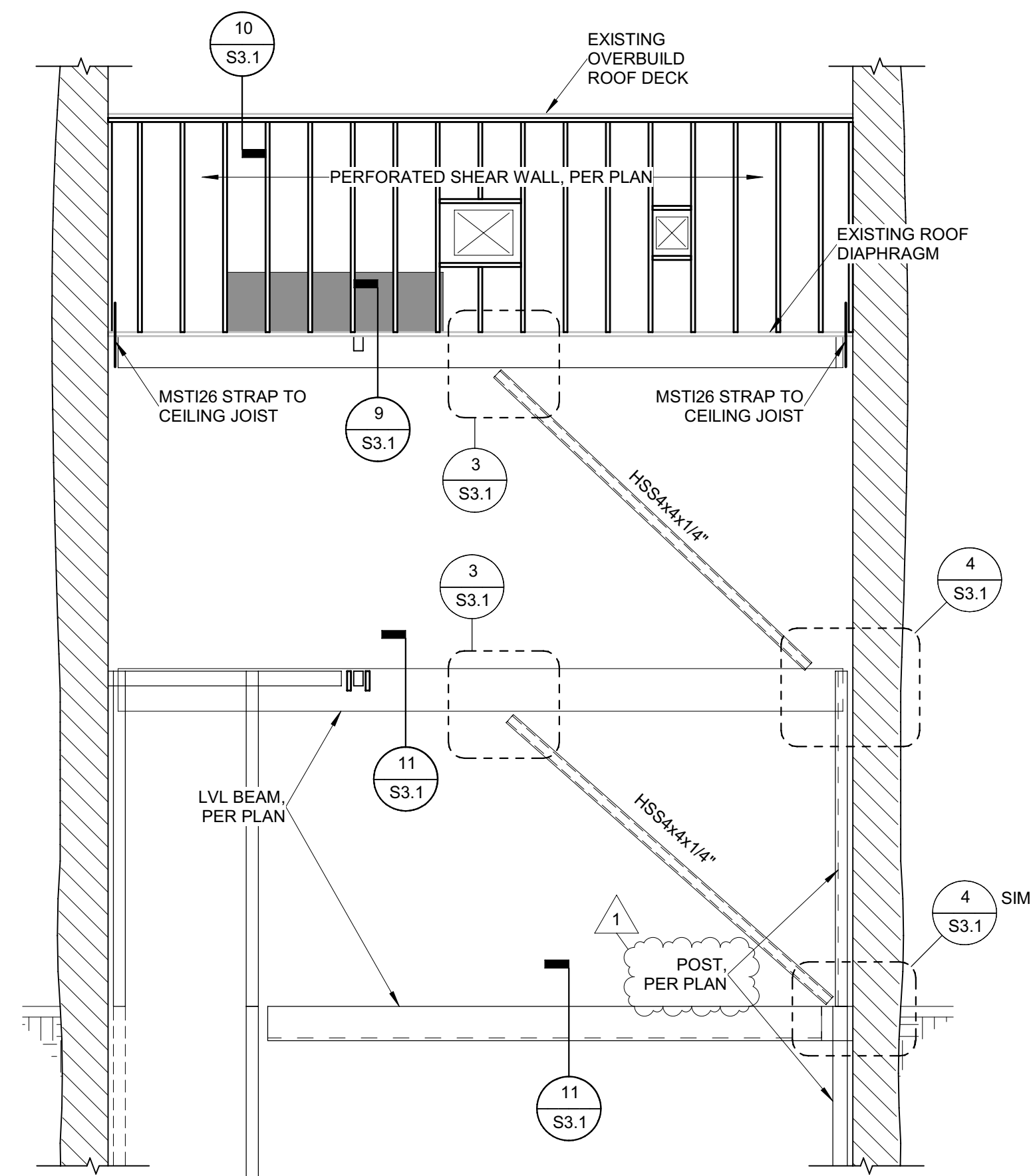
Planning & Development Services
City of Boise | www.cityofboise.org/pds
11/20/23 | BLD23-02221

SHEET NO.
S3.0
DETAILS

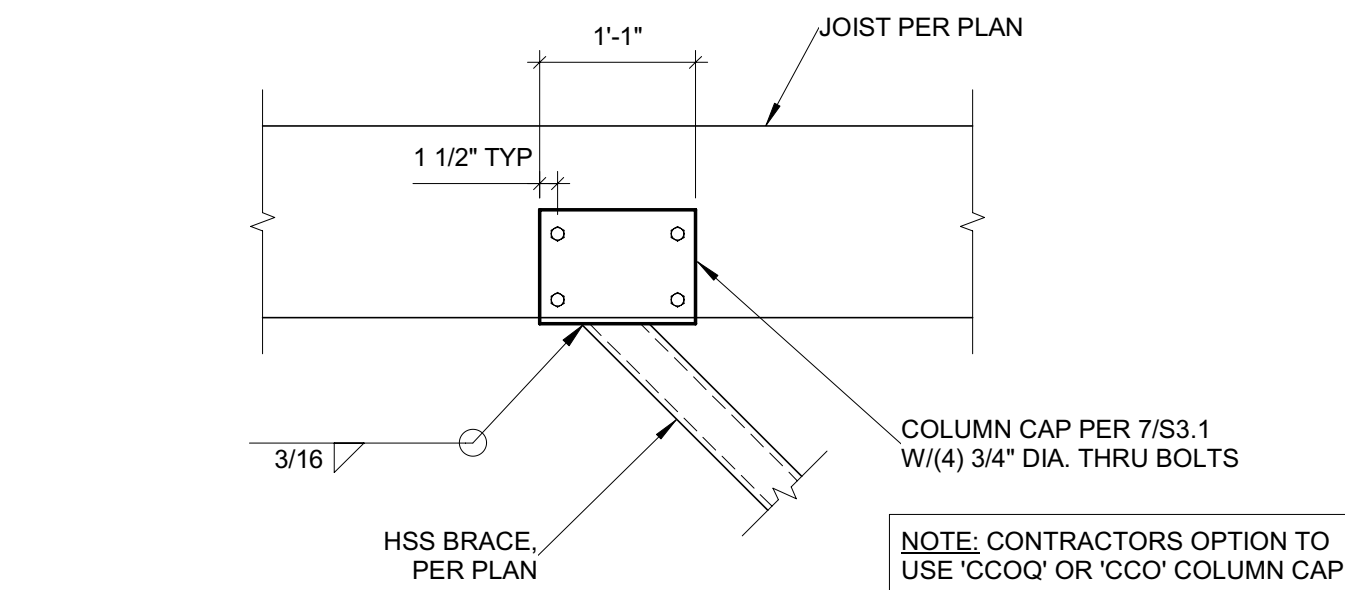
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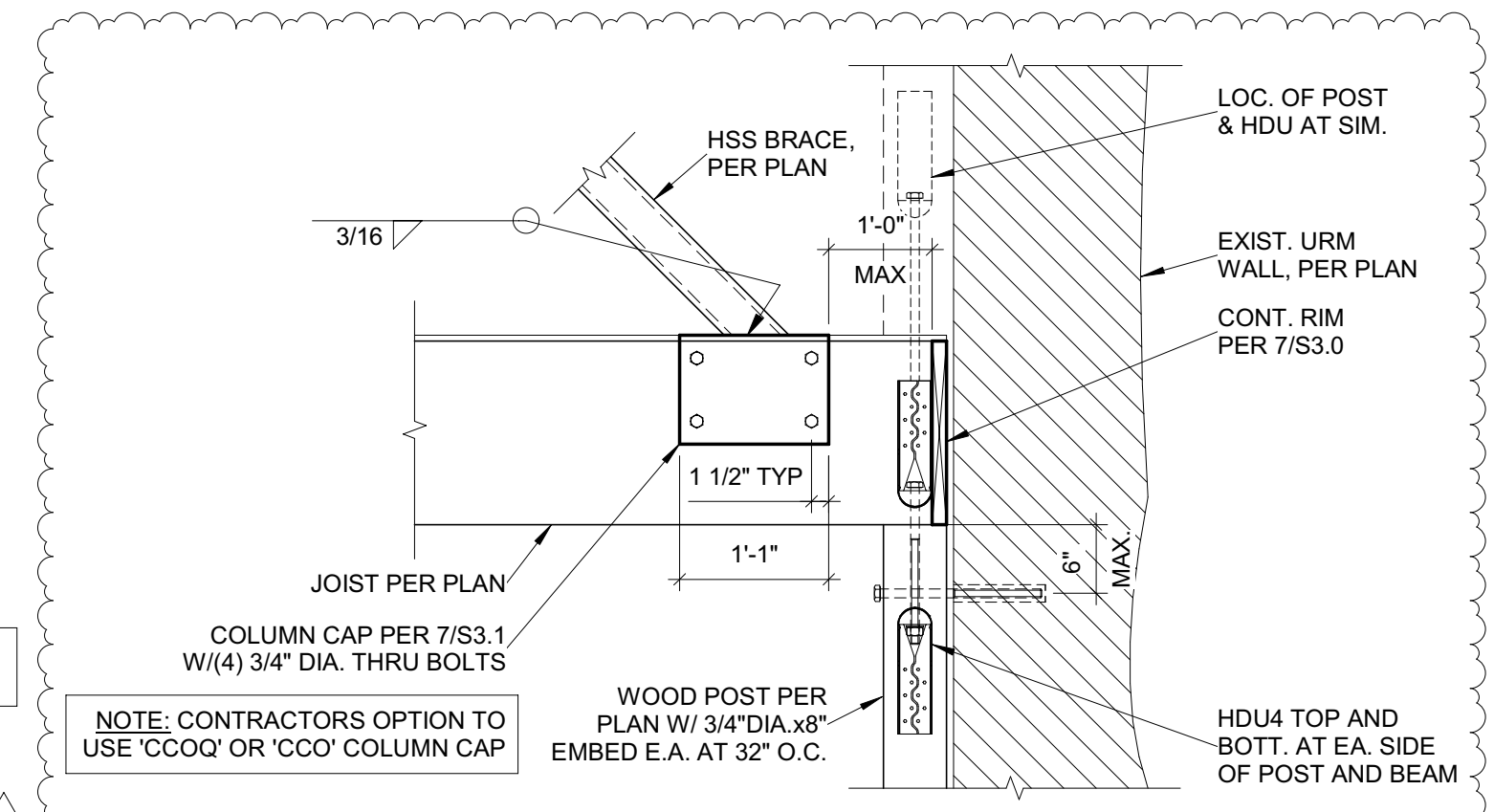
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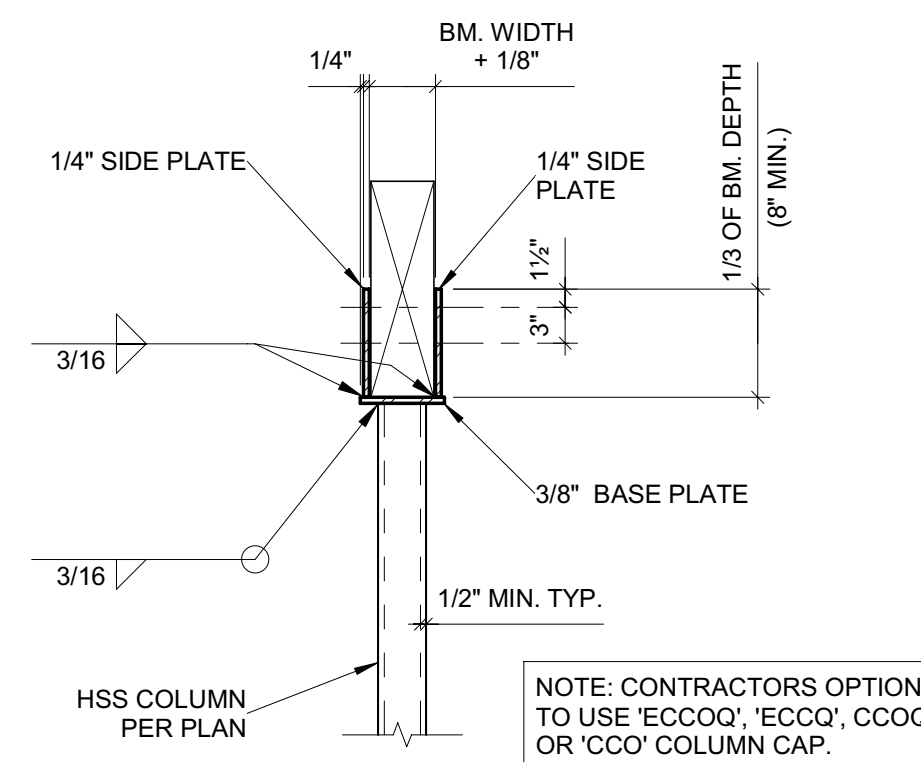
5 SECTION AT LATERAL STEEL BRACE



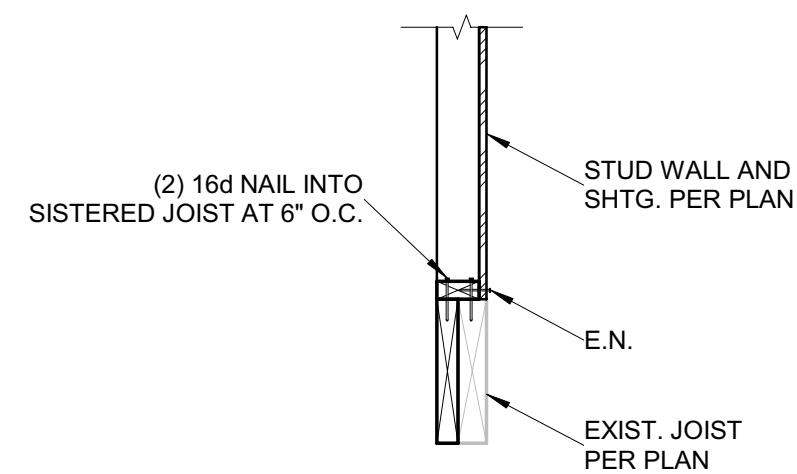
3 BRACE ATTACHMENT AT ROOF



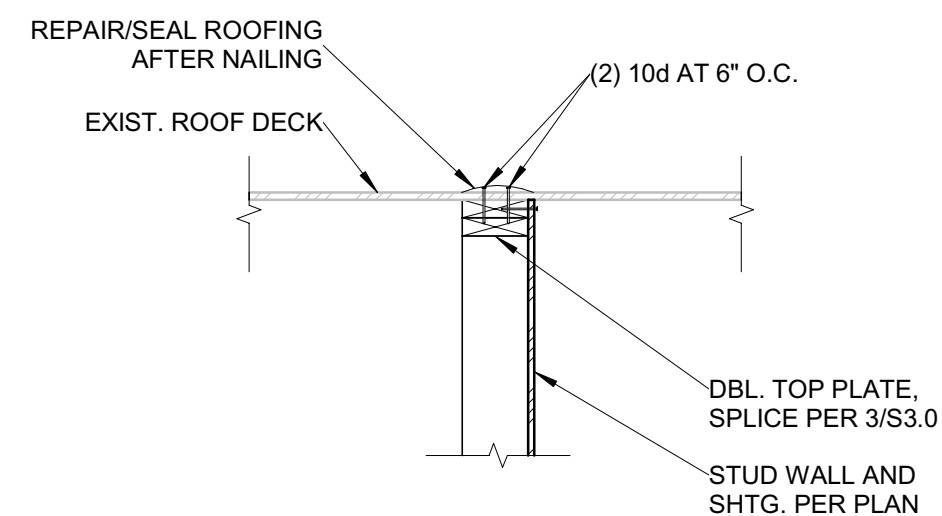
4 BRACE ATTACHMENT AT FLOOR



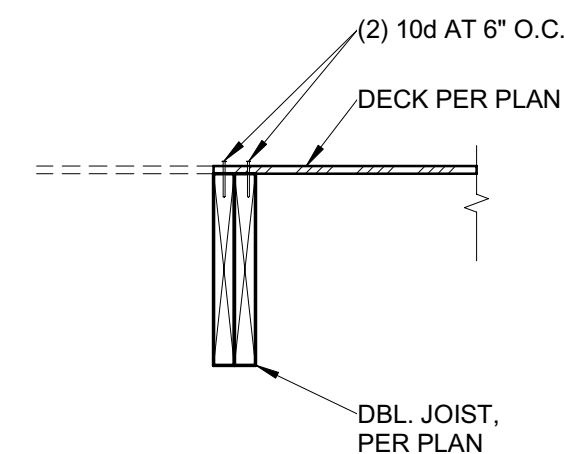
7 BRACE CAP DETAIL



9 SHEAR WALL TO CEILING JOIST



10 INTERIOR LATERAL TRANSFER



11 SHEAR TRANSFER

PLAT FORM

ARCHITECTURE, DESIGN

280 n.8th, suite 118 boise, idaho 83702
t: 208 891 9082 platform@platformarch.com

AHJ
AHJ ENGINEERS, PC
STRUCTURAL CONSULTANTS
5418 N. EAGLE RD. #140
BOISE, IDAHO 83713
(208) 323-0199
PROJECT # 23013.00
STRUCTURAL DETAILS AND CONCEPTS
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#	REVISIONS	DATE
1	PLAN REV.	10.06.23

PLATFORM JOB NO. 23-01

DATE	11.03.2023
SCALE	PER PLAN
DRAWN	GV
CHECKED	BE

PERMIT

CITY OF BOISE:

Planning & Development Services
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11/20/23 | BLD23-02221

SHEET NO.

S3.1

DETAILS

Exhibit D: Schedule of Eligible Expenses

CCDC Participation Program Type 1 Eligible Expenses Application Form Actual Eligible Costs To Be Determined by CCDC					
<i>Project Name: 619 W Main St</i>		<i>Plan Date: 5/3/23</i>		<i>By: Tom Easton</i>	
ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY					
#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
OTHER: DIVISION 32					
14	Concrete curb cut, vertical curb and gutter (6")	LS	2,400	1	2,400
Total Streetscape Costs:					2,400
INFRASTRUCTURE & UTILITIES: (In right-of-way)					
		UNIT	UNIT PRICE	QUANTITY	TOTAL COST
STORM WATER MITIGATION: DIVISION 33					
29	Surface prep for Silva Cell repair		34,090	1	34,090
30	Silva Cell Removal and Repair		41,300	1	41,300
Total Infrastructure & Utilities Costs:					75,390
SUBTOTAL ELIGIBLE COSTS:					77,790
5% General Conditions (limit per program policy)					3,890
TOTAL ELIGIBLE COSTS:					81,680
TYPE ONE NOT-TO-EXCEED AMOUNT					200,000
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					



AGENDA BILL

Agenda Subject: Approve Resolution 1870: Public Art Deferred Maintenance. Type 4 Participation Agreement with Boise City Department of Arts & History		Date: April 8, 2024
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Resolution 1870 which includes the Contribution Agreement	
Action Requested: Adopt Resolution 1870 approving the Public Art Deferred Maintenance Type 4 Participation Agreement with Boise City Department of Arts & History.		

Background:

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

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

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

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

River-Myrtle District

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

Westside District

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

The deferred maintenance work will be completed in FY25.

The CCDC Board designated the project as eligible for Capital Project Coordination Assistance and directed the Agency to negotiate a final Type 4 Capital Improvement Contribution Agreement (“Agreement”) on October 9, 2023. The final Agreement has been negotiated and is scheduled for approval by Boise City Council on April 2, 2024.

The Agreement sets forth the Agency’s commitment to reimburse Boise City Arts & History the actual cost—not to exceed \$41,900. This commitment reflects CCDC’s continued recognition of the importance and value of Public Art.

Fiscal Notes:

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

Staff Recommendation:

Staff recommends approval of Resolution 1870.

Suggested Motion:

I move to adopt Resolution 1870 approving the Public Art Deferred Maintenance Type 4 Participation Agreement with Boise City Department of Arts & History.

RESOLUTION NO. 1870

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE FOR PUBLIC ART DEFERRED MAINTENANCE IN DOWNTOWN BOISE; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Participation Program Policy includes the Type 4 Capital Improvement Program under which the Agency can use funds to collaborate with other public agencies on public improvements in order to achieve the objectives desired by the Parties; and,

WHEREAS, the Agency funds public artwork in Boise’s urban renewal districts as an economic development tool to attract people and businesses to those districts. The Agency relies on its partners to own and maintain the improved public assets so they survive beyond the lifespans of the urban renewal districts; and,

WHEREAS, the Agency commissioned numerous public artworks within its active districts prior to the creation of the City of Boise Department of Arts and History. After its establishment, the Department of Arts and History accepted ownership of the Agency’s public artwork collection. Many of these artworks are now over 25 years old and require significant upkeep and, in some cases, full restoration. Deferred maintenance exists with some artworks located within the River Myrtle-Old Boise District and Westside District due to these circumstances; and,

WHEREAS, the City, through its Department of Arts & History, is requesting funding assistance from the Agency for one-time restoration of three (3) identified public artwork installations in the Westside District and two (2) identified public artwork installations in the River Myrtle-Old Boise District (collectively, the “Project”); and,

WHEREAS, at its public meeting on October 9, 2023, the Agency Board of Commissioners designated the Project as eligible through its Participation Program; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with the City whereby the Agency will provide one-time assistance for restoration and repair of the public artwork, as outlined in the Type 4 Agreement; and,

WHEREAS, the Agency Board finds it in the public interest to approve the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical corrections to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 8, 2024, Agency Board meeting.

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 8, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice Chair to the Agency Board of Commissioners on April 8, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair



**TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT
PUBLIC ART DEFERRED MAINTENANCE**

This TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code (collectively the “Act”), as a duly created and functioning urban renewal agency for Boise City, Idaho (“CCDC”), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation (“the City”). CCDC and the City may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

- A. Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.
- B. CCDC funds public artwork in Boise’s urban renewal districts as an economic development tool to attract people and businesses to those districts. CCDC relies on its partners to own and maintain the improved public assets so they survive beyond the lifespans of the districts. Having partnered in prior years to deliver public artwork in downtown Boise, CCDC and the City, through its Department of Arts & History (A&H), now wish to memorialize their collaboration for restoration and repair of certain public artwork in downtown Boise.
- C. CCDC commissioned numerous public artworks within its active districts prior to the creation of A&H in 2008. After its establishment, A&H accepted ownership of CCDC’s public artwork collection with the understanding that maintenance was a condition of ownership. Many of these artworks are now over 25 years old and require significant upkeep and, in some cases, full restoration. A&H was not involved in the original commissioning of the artwork and was not able to comment about ongoing maintenance before the artwork was approved and installed. Deferred maintenance exists with some artworks located within the River Myrtle-Old Boise District and Westside District due to these circumstances.

D. The City is requesting funding assistance from CCDC for one-time restoration of three (3) identified public artwork installations in the Westside District and two (2) identified public artwork installations in the River Myrtle-Old Boise District (collectively, the “Project”). CCDC has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with the City for said one-time restoration and repair of the public artwork installations.

E. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Project Coordination Program, and CCDC has budgeted sufficient Agency funds for public improvements in the two Districts.

F. CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC’s Participation Program.

AGREEMENT

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

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties’ agreement concerning the financial reimbursement for the restoration and repair of public artwork in five (5) specific downtown Boise locations. The City’s request for collaboration and funding for the Project is attached as Exhibit A.

2. **Effective Date.** The effective date of this Agreement (“Effective Date”) shall be the date on which this Agreement was signed by the last of the Parties to execute it.

3. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) May 31, 2025, whichever comes first (the “Termination Date”). The Parties hereto expressly acknowledge and understand that the River Myrtle-Old Boise Urban Renewal District terminates September 30, 2025. Accordingly, the Parties hereto expressly acknowledge and understand CCDC cannot and will not extend any obligations of this Agreement beyond this Termination Date.

4. **Scope of Work.** The Parties have identified five (5) locations where restoration and repair are needed:

River Myrtle-Old Boise District

- *Botanica Industria*: located at the southeast corner of the intersection of South 9th Street and West River Street. New signage.
- *Integration Mural*: located along South 15th Street in Rhodes Park in downtown Boise. Power and hand washing. New signage.

Westside District

- *Grove Street Illuminated*: located at the southwest corner of the intersection of 9th and Grove Streets. Parts replacement and electrical work.
- *Boise Canal*: located at the southwest corner of the intersection of 9th and Grove Streets. Parts replacement and electrical work.
- *Idanha Canopies*: located at the northeast corner of the intersection of 10th and Main Streets. Structural inspection of concrete footings, new signage.

The scope and locations of the artwork restoration and repair are described and depicted on the attached Exhibit A.

5. Reimbursement Obligation. The total amount paid by CCDC to the City for the Project under this Agreement (the “Reimbursement Obligation”) shall not exceed FORTY-ONE THOUSAND NINE HUNDRED DOLLARS (\$41,900.00). Amounts below are subject to change but shall not exceed the total Reimbursement Obligation.

The total amount paid by CCDC to the City for the work performed under this agreement which is located in the River Myrtle-Old Boise Urban Renewal District shall not exceed TWO THOUSAND NINE HUNDRED DOLLARS (\$2,900).

- *Botanica Industria*: \$400
- *Integration Mural*: \$2,500

The total amount paid by CCDC to the City for the work performed under this agreement which is located in the Westside Urban Renewal District shall not exceed THIRTY-NINE THOUSAND DOLLARS (\$39,000).

- *Grove Street Illuminated and Boise Canal*: \$37,000
- *Idanha Canopies*: \$2,000

6. Reimbursement. The City shall pay for all costs associated with the Project. CCDC shall reimburse the City only upon completion of the Project, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from the City. CCDC shall make payment within 60 days of receipt of a sufficiently detailed invoice. After restoration and repair of the specified artwork and reimbursement to City by CCDC, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all Project-related costs in a particular fiscal year, CCDC can, at its option, remit to the City a lump sum amount equal to this Agreement’s outstanding balance as necessary.

7. Project Management; Project Updates. The City shall be responsible for managing all aspects of the work performed under this Agreement. The City shall be responsible for receipt and review of any invoices from, as well as disbursement of, payments for the work performed under this Agreement. The City will provide periodic reports to CCDC staff on the progress of the Project.

8. Subordination of Reimbursement Obligations. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC funds.

9. Future Maintenance. The City shall maintain or arrange to maintain the artwork restored by this Agreement at its own expense. The City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. The City acknowledges and agrees CCDC has no obligation of further restoration, repair, or maintenance of the artwork as part of this Agreement or any other maintenance obligations under this Agreement. The City's obligations under this section shall be contingent upon the City's designation of funds for this purpose in its annual budget cycle.

10. Promotion of Project. The City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the Project. Either Party may promote the Project and involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.

11. Warranty. The City warrants that the materials and workmanship employed in the work performed under this Agreement is of best quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to a quality within the material or materials which comprise the interpretive signage which, either alone or in combination with other materials used in the interpretive signage or reacting to the environment, results in the tendency of the interpretive signage to destroy itself. Such warranty shall extend for a period of two (2) years after completion of the project.

12. Ownership. CCDC makes no claim now or in the future to any ownership, including any intellectual property rights, of the artwork involved in this Agreement.

13. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

14. No Joint Venture or Partnership. CCDC and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and the City a joint venture or partners.

15. Successors and Assignment. This Agreement is not assignable except that the City may assign the City's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.

16. Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

17. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Karl Woods, Senior Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
kwoods@ccdcboise.com

With a copy to: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
jbrunelle@ccdcboise.com

If to Boise City: Jamile Shirley, Cultural Assets Program Manager
Boise City Department of Arts and History
P.O. Box 500
Boise, Idaho 83701-0500
jshirley@cityofboise.org
artsandhistory@cityofboise.org

With a copy to: Boise City Attorney's Office
Attn: Logan Weis-Hurzeler, Deputy City Attorney
P.O. Box 500
Boise, Idaho 83701-0500
lweis@cityofboise.org

18. Indemnification. The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

- a. The City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.

19. Insurance Requirements. Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.

20. Antidiscrimination. The City, for itself and its successors and assigns, agrees that in all aspects provided for in this Agreement it will not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status.

21. Entire Agreement; Waivers. This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.

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

23. Amendments to this Agreement. CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

24. Time is of the Essence. Time is of the essence in the performance of this Agreement.

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

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement on the date last written below.

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

Mary Watson, General Counsel

Date: _____

CCDC Budget Info / For Office Use	
Accounts:	
RMOB	302-6800
WESTSIDE	303-6800
Activity Code:	24022
PO#	240018
Contract Term	September 30, 2025

FOR BOISE CITY:

By: Lauren McLean
Lauren McLean, Mayor

Date: 4/2/2024

Approved as to form:

Rob Lockward, Deputy City Attorney

Date: _____

ATTEST:

Lynda Lowry
Lynda Lowry, Ex-Officio City Clerk

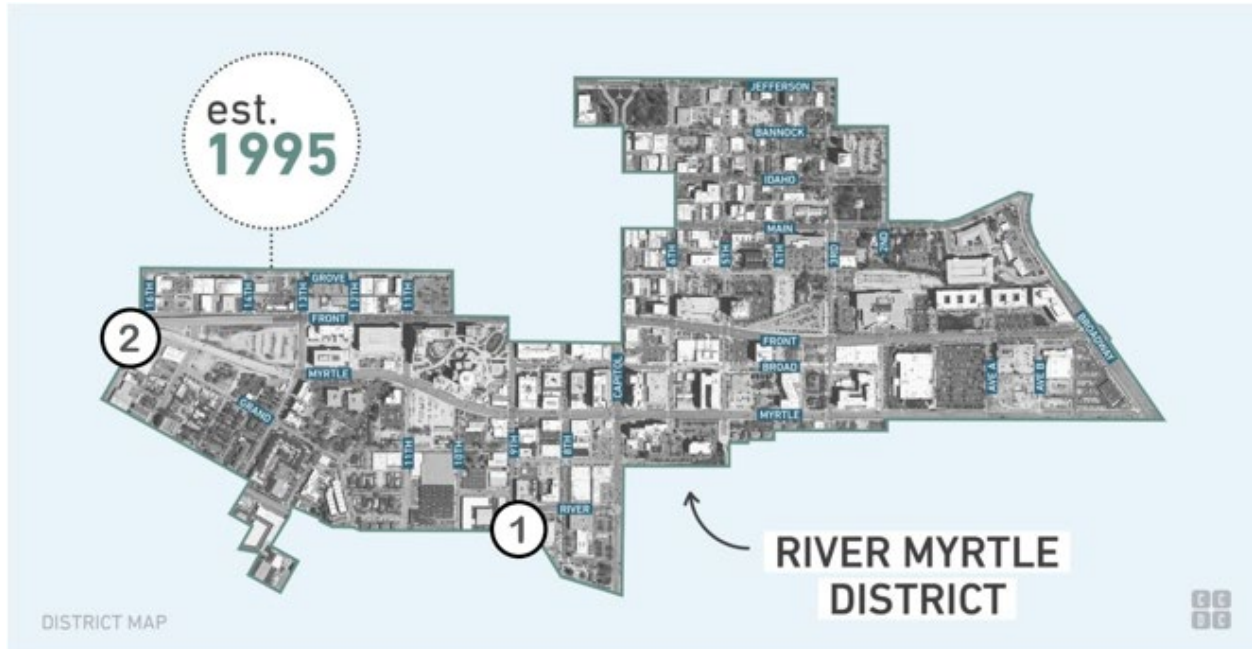
Date: 4/2/2024



EXHIBITS

- A: Site Maps and City of Boise Memo, dated October 3, 2023.

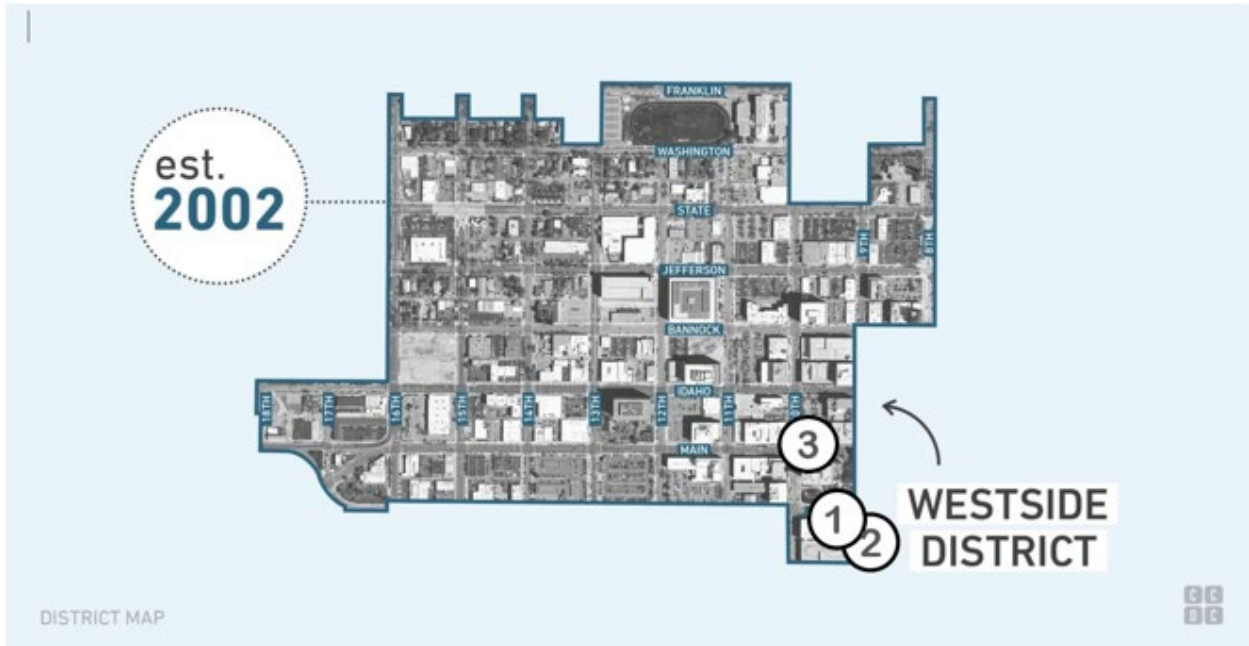
Exhibit A – Site Maps



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



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



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

Replacement parts, electrical maintenance
\$37,000



3) *Idanha Canopies*

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



MEMO

TO: Doug Woodruff, Development Director, CCDC
FROM: Jennifer Stevens, City of Boise
CC: Karl Woods, CCDC
DATE: 10/3/2023
RE: Deferred Maintenance Funding Request, River-Myrtle & Westside Districts

DEFERRED MAINTENANCE

The inception of including art in Boise's Urban Renewal Districts predates the creation of the City of Boise's Arts & History Department. As such, there are some art pieces that were commissioned and then gifted to the City of Boise without a clear path of maintenance and upkeep.

Because of limited resources including funding, several needed maintenance and repair projects have been deferred over time. The prioritization of projects is largely based on urgency. While artwork may have been marred or aged, the issues did not pose an immediate danger to the artwork or public safety. However, these maintenance issues only stand to become worse and more costly the longer they go unaddressed.

Therefore, in an effort to repair the existing public art in these districts, the City of Boise's Arts & History Department requests funding for such work.

River-Myrtle District

There are two installations in this district that require maintenance at a total cost of \$2900.00. This work will be completed by the end of FY24.

\$400 Botanica: new signage
\$2500 Integration: power and hand washing, new signage

Westside District

There are three installations in this district that require maintenance, as well. The total cost is estimated to be \$39,000 including:

\$37,000 Grove Street Illuminated & Boise Canal: parts replacement, electrical work
\$2000 Idanha Canopies: structural inspection, concrete footings, new signage.

This work will be completed by the end of FY24.



AGENDA BILL

Agenda Subject: Grove Street Interpretive Signage. Type 4 Capital Project Coordination for Public Art with Boise City Department of Arts & History		Date: April 8, 2024
Staff Contact: Karl Woods Senior Project Manager	Attachments: 1) Resolution 1871 which includes the Agreement	
Action Requested: Adopt Resolution 1871 approving the Grove Street Interpretive Signage Type 4 Participation Agreement with Boise City Department of Arts & History.		

Background:

During community engagement and cross-entity discussions surrounding the redevelopment plans of Grove Street from 3rd to 16th streets, parties have come to recognize that historical interpretation is critical for placemaking along the Grove Street corridor as a means of providing viewers with information about the area's past. As such, conversations between staff at the City of Boise's Arts & History (A&H) staff and the Capital City Development Corp (CCDC) have led to this funding request for Grove Street Interpretive Signage.

The signs will provide a self-guided walking tour that will provide viewers with a fuller understanding of Boise's diversity and change over time.

A&H will create content for and manage the design and fabrication of 16 interpretive signs to be installed along the Grove Street Corridor as follows:

- Seven (7) signs to be placed between 3rd Street and 6th Street; and
- Nine (9) signs to be placed between 10th and 16th streets

The signs will address history related to the following topics:

- Role of Grove Street in the growth of Boise;
- Changes to the built environment along Grove Street;
- Immigrant populations;
- Changes to downtown residential living as represented on Grove Street; and
- Evolution of businesses along Grove Street.

Each of the signs will be mounted on stanchions, fabricated by a sign maker under contract with the City of Boise, and bolted to the concrete sidewalks.

The collection of signs will contain the following elements:

- Historic images, maps, and quotes from written materials originating in various archival collections, including but not limited to: CCDC, City of Boise, and State of Idaho;
- Interpretive text, written by historians at the Boise City Department of Arts & History;
- QR codes that take visitors to a City of Boise website with additional details and information that can be updated and changed as needed.

The interpretive signage will be installed in the RMOB District with completion during FY25.

The CCDC Board designated the project as eligible for Type 4 Capital Project Coordination Assistance on December 11, 2023. The final Agreement has been negotiated and is scheduled for approval by Boise City Council on April 2, 2024.

The Agreement sets forth the Agency's commitment to reimburse Boise City Arts & History the actual cost—not to exceed \$90,000. This commitment reflects CCDC's continued recognition of the importance and value of memorializing the city's history.

Fiscal Notes:

The agency has sufficient funds to accommodate the funding request.

Staff Recommendation:

Staff recommends approval of Resolution 1871.

Suggested Motion:

I move to adopt Resolution 1871 approving the Grove Street Interpretive Signage Type 4 Participation Agreement with Boise City Department of Arts & History.

RESOLUTION NO. 1871

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT BETWEEN THE AGENCY AND THE CITY OF BOISE FOR GROVE STREET INTERPRETIVE SIGNAGE; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, the Participation Program Policy includes the Type 4 Capital Improvement Program under which the Agency can use funds to collaborate with other public agencies on public improvements in order to achieve the objectives desired by the Parties; and,

WHEREAS, the Agency funds cultural assets in Boise's urban renewal districts as an economic development tool to attract people and businesses to those districts. Through its Grove Street Interpretive Signage Project ("the Project"), the Agency intends to make improvements to the public right-of-way by providing for the addition of cultural assets to enhance and revitalize the River Myrtle-Old Boise Urban Renewal District ("District"); and,

WHEREAS, through community engagement efforts and cross-entity discussions about redevelopment efforts on Grove Street from 3rd to 16th Streets, the Agency recognizes that historical interpretation is critical for placemaking along the Grove Street corridor as a means of providing information about the area's past; and,

WHEREAS, the City's Department of Arts & History has identified opportunities on Grove Street to provide sixteen (16) interpretive signs to serve as a self-guided walking tour and to provide viewers with a fuller understanding of Boise's rich history and the factors that helped shape the built environment; and,

WHEREAS, the City, through its Department of Arts & History, made formal funding requests for the Project to the Agency on December 5, 2023, and March 22, 2024; and,

WHEREAS, the Project is located in the District as created by the River Myrtle-Old Boise Plan, and at its public meeting on December 11, 2023, the Agency Board of Commissioners designated the Project as eligible through its Participation Program; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with the City whereby the Agency will reimburse the City as outlined in the Agreement; and,

WHEREAS, the Agency Board finds it in the public interest to approve the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 4 Capital Improvement Reimbursement Agreement with the City of Boise and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical

corrections to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 8, 2024, Agency Board meeting.

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 8, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice Chair to the Agency Board of Commissioners on April 8, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST: By: _____
Latonia Haney Keith, Chair

By: _____
John Stevens, Vice Chair



TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT

GROVE STREET INTERPRETIVE SIGNAGE

This TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code, as a duly created and functioning urban renewal agency for Boise City, Idaho (“CCDC”), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation (“the City”). CCDC and the City may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

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

B. CCDC funds cultural asset projects in Boise’s urban renewal districts as an economic development tool to attract people and businesses to those districts.

C. Through community engagement efforts and cross-entity discussions about redevelopment efforts on Grove Street from 3rd to 16th Streets, the Parties recognized that historical interpretation is critical for placemaking along the Grove Street corridor as a means of providing information about the area’s past. As such, the Agencies wish to memorialize their collaboration for the interpretive signage.

D. Through its Grove Street Interpretive Signage Project (“the Project”), CCDC and the City intend to make improvements to the public right-of-way on Grove Street from 3rd to 16th Streets by providing interpretive signage related to the Grove Street corridor’s historical past.

E. The City’s Arts and History Department staff have worked with CCDC to identify opportunities on Grove Street to provide sixteen (16) interpretive signs to serve as a self-guided walking tour and provide viewers with a fuller understanding of Boise’s rich history and the factors that helped shape the built environment.

F. The Project is being undertaken in the River Myrtle-Old Boise Urban Renewal District (“District”) as defined by the River Myrtle-Old Boise District Plan. The addition of

interpretive signage will contribute to enhancing and revitalizing the District.

G. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Coordination Program which coordinates CCDC-initiated capital improvement projects with construction activities of private development or other public agencies.

H. CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.

AGREEMENT

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

1. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning financial reimbursement for installation of interpretive signage in the River Myrtle-Old Boise Urban Renewal District (the "Project"), in an area of downtown Boise on Grove Street. Seven (7) signs are to be placed between 3rd Street and Capitol Boulevard and nine (9) signs are to be placed between 10th and 16th Streets. The City's request for collaboration and funding for the Project is attached as Exhibit A.

2. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.

3. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) May 31, 2025, whichever comes first (the "Termination Date"). The Parties hereto expressly acknowledge and understand the District terminates September 30, 2025. Accordingly, the Parties hereto expressly acknowledge and understand that CCDC cannot and will not extend any obligations of this Agreement beyond this termination date.

4. **Interpretive Signage Content.** The City's Department of Arts and History will create content for and manage the design, fabrication and installation of the sixteen (16) interpretive signs. CCDC will be allowed a reasonable amount of time to review and thereafter reject or approve all signage content prior to fabrication and installation by the City. The intended content subject matter of the signage is described and depicted on the attached Exhibit A.

5. **Interpretive Signage Locations.** The Parties have identified seven (7) locations for signage to be placed between 3rd Street and Capitol Boulevard, and nine (9) locations for signage to be placed between 10th and 16th Streets. The location of the signage is described and depicted on the attached Exhibit B.

6. **Signage Design Integration; Installation.** The City shall be responsible for coordination of the interpretive signage and installation to ensure compatibility with the design parameters shown in the Old Boise Blocks Project's and the Linen Blocks Project's technical drawings.

CCDC is not responsible for existing conditions that do not match the provided detail specifications. It shall be the sole responsibility of the City to field verify conditions prior to engineering, fabrication, and installation of the interpretive signage and to provide the signage within the established budget.

7. Reimbursement Obligation. The total amount paid by CCDC to the City for the Project under this Agreement (the “Reimbursement Obligation”), shall not exceed NINETY THOUSAND DOLLARS (\$90,000.00). Payment shall be on a reimbursement basis. The Estimate of probable costs are shown on Exhibit A.

8. Reimbursement. The City shall pay for all costs associated with the Project EXCEPT: CCDC WILL NOT REIMBURSE FOR ANY SIGNAGE NOT PREVIOUSLY REVIEWED AND APPROVED BY CCDC. CCDC shall reimburse the City only upon completion of the Project, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from the City. CCDC shall make payment within 60 days of receipt of a sufficiently detailed invoice. After installation, billing, and reimbursement for the Project, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all Project-related costs in a particular fiscal year, CCDC can, at its option, remit to the City a lump sum amount equal to this Agreement’s outstanding balance as necessary.

9. Project Management; Project Updates. The City shall be responsible for managing all aspects of the work performed under this Agreement. The City shall be responsible for receipt and review of invoices from and disbursement of payments to artists, consultants, fabricators, and installers. The City will provide periodic reports to CCDC staff on the progress of the Project.

10. Subordination of Reimbursement Obligations. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payment as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC funds.

11. Maintenance After Installation. The City shall maintain or arrange to maintain the interpretive signage funded by this Agreement at its own expense. The City’s obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. The City acknowledges and agrees CCDC has no obligation to maintain the interpretive signage installed as part of this Agreement or any other maintenance obligations under this Agreement. The City’s obligations under this section shall be contingent upon the City’s designation of funds for this purpose in its annual budget cycle.

12. Promotion of Project. The City shall recognize CCDC as a funding partner in all publicity, signage, reports, or documentation related to the interpretive signage. Both Parties may promote their involvement in this Agreement, including information posted on websites and social media.

13. Warranty. The City warrants that the materials and workmanship employed in the fabrication and installation of the interpretive signage are of best quality and free from defects in materials and workmanship, including inherent vice. “Inherent vice” refers to a quality within the material or materials which comprise the interpretive signage which, either alone or in combination with other materials used in the interpretive signage or reacting to the environment, results in the

tendency of the interpretive signage to destroy itself. Such warranty shall extend for a period of two (2) years after completion of the project.

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

15. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

16. No Joint Venture or Partnership. CCDC and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and the City a joint venture or partners.

17. Successors and Assignment. This Agreement is not assignable except that the City may assign the City's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.

18. Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

19. Notices and Receipt. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Karl Woods, Senior Project Manager
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
kwoods@ccdcb Boise.com

With a copy to: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702
jbrunelle@ccdcb Boise.com

If to Boise City: Maureen Lavelle, History Program Manager
Boise City Arts and History Department
P.O. Box 500
Boise, Idaho 83701-0500
mlavelle@cityofboise.org

With a copy to: Boise City Attorney's Office
Attn: Rob Lockward, Deputy City Attorney
P.O. Box 500
Boise, Idaho 83701-0500
rlockward@cityofboise.org

20. Indemnification. The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

a. To the extent permitted by law, the City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.

b. To the extent permitted by law, CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.

21. Insurance Requirements. Each Party shall maintain, and specifically agrees that

it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.

22. Entire Agreement; Waivers. This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.

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

24. Amendments to this Agreement. CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

25. Time is of the Essence. Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

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

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Agreement, executed this Agreement on the date last written below.

FOR CCDC:

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to form:

Mary Watson, General Counsel

Date: _____

CCDC Budget Info / For Office Use	
Fund	302
Account	6800
Activity Code	24023
PO Number	240030
Contract Term	May 31, 2025

FOR BOISE CITY:

By: Lauren McLean
Lauren McLean, Mayor

Date: 4/2/2024

Approved as to form:

Rob Lockward, Deputy City Attorney

Date: _____

ATTEST:

Lynda Lowry
Lynda Lowry, Ex-Officio City Clerk

Date: 4/2/2024



EXHIBITS

- A: City of Boise Memo, dated December 5, 2023, updated March 22, 2024.
- B: Interpretive Signage Locations



MEMO

TO: Doug Woodruff, Development Director, CCDC
FROM: Jennifer Stevens, City of Boise
CC: Karl Woods, CCDC
DATE: Update: 3/27/2024
RE: Grove Street Interpretive Signage Walking Tour

GROVE STREET SIGNAGE FUNDING REQUEST

Since 2019, redevelopment plans have evolved along Grove Street from 3rd through 16th streets. During community engagement and cross-entity discussions, parties have come to recognize that historical interpretation is critical for placemaking along the Old Boise Blocks and Linen Blocks as a means of providing residents with information about the area's past. As such, conversations between staff at the City of Boise's Arts & History (A&H) staff and the Capital City Development Corp (CCDC) have led to this funding request.

Altogether, the signs will provide a self-guided walking tour that will provide visitors with a fuller understanding of Boise's diversity and change over time.

A&H has agreed to create content for and manage the design and fabrication of 16 interpretive signs to be installed along the blocks of Grove Street as follows:

- Seven (7) signs to be placed between 3rd and 6th streets; and
- Nine (9) signs to be placed between 10th and 16th streets.

Sign locations and types are described below.

The signs will address history related to the following topics:

- Role of Grove Street in the growth of Boise;
- Changes to the built environment along Grove Street;
- Immigrant populations;
- Changes to downtown residential living as represented on Grove Street; and
- Evolution of businesses along Grove Street.

Two of the signs will provide interpretive information related to the Neon Sign park being developed between 12th and 13th streets, with one sign devoted to the history of neon signs in Boise generally and their rise in conjunction with Boise car culture and the other dedicated to describing the history of each specific neon sign in the installation.

EXHIBIT A

PROPOSED TIMELINE

The two areas of Grove Street (3rd – 6th streets or “Old Boise Blocks” and 10th – 16th streets or “Linen Blocks”) fall within the boundaries of the River Myrtle Urban Renewal district. The River Myrtle District sunsets on September 30, 2025 and the proposed timeline takes this deadline into account.

Content, design, and fabrication complete for signs:	May 31, 2025
Invoice for all sign work:	May 31, 2025
Payment due to City for sign work:	July 1, 2025

The Department of Arts & History makes the following request for use of CCDC funds:

Sign Creation	Cost Per Sign	Total for 16 Signs
Design/Draft (Graphics, Interpretive Writing, Copy Edits)	\$2500	=\$37500.00
Fabrication	\$2000	=\$30000.00
Installation	\$1500	=\$22500.00
Total	\$6000.00	=\$90000.00

Total Request: \$90,000

SIGN DESCRIPTIONS

Each of the following described signs will be mounted on standard stanchions, fabricated to professional standards by a reputable and reliable signmaker under contract to the City of Boise, and bolted to the cement sidewalks. The attached images are fair representations of the types of signs proposed herein.

Once a Type 4 Agreement is executed, the Department of Arts & History will research and determine the best combination of sign types for conveying the history described below. The Department has worked with CCDC staff to determine final block location placement based on other streetscape elements as well as private development plans.

Regardless of sign type, the entire collection of signs will contain the following elements:

- Historic images, maps, and quotes from written materials originating in various archival collections, including but not limited to: CCDC, City of Boise, and State of Idaho;
- Interpretive text, written by historians at the Boise City Department of Arts & History;
- QR codes that take visitors to a City of Boise website with additional details and information that can be updated and changed as needed.

SIGN CONTENT (ALL SIGNS 24" X 36" LANDSCAPE ORIENTATION, UNLESS OTHERWISE NOTED OR ALTERED DURING DESIGN PROCESS; ALL SIGNS WILL BE BOLTED TO FINISHED SIDEWALK)



EXHIBIT A

Content for the 15 signs proposed herein are described below and are envisioned being placed evenly along Grove Street from east to west, 3rd Street to 16th Street.

Old Boise Blocks Signage (spaced from 3rd to 6th streets)

1. Pre-history: History of Native American land use in the area, the river, fur trade, etc.
2. Oregon Trail – 1863: A brief history of who was moving to Boise, how they were arriving, who the first white settlers were
3. Boise City Original Plat: The city's founding, the platting and settling of Grove Street. Original residents. Homes, canals, orchards.
4. Changes in the Times: 1890-1920: Streetcars and the move to streetcar suburbs.
5. Changing Demographics: 1890-1920: Asian immigrants and southern/eastern European immigrants
6. Economic life on the Old Boise Blocks (Chinese laundries, restaurants, etc.)
7. Downtown living: from single family home to the boarding house life (Basques and others)

Linen Blocks Signage (spaced from 10th to 16th streets)

8. Halting immigration: Grove Street's changing demographics after 1920
9. How Grove Street served and was served by industry and rail
10. The impact of cars on Grove Street – economic life on the Linen Blocks
11. The Neon Era: descriptions and historic photographs of each of the signs.
12. The Neon Era: cars and nightlife (this particular sign and the following one would be placed in proximity to the Neon Sign block)
13. Grove Street during Boise's suburbanization: residential hotels in the 1950s and 1960s
14. Federal Urban Renewal in Boise: the story of Boise's urban revitalization in the 1970s and 1980s (attention paid to loss of built environment, connections to national trends, mention of Chinatown and the rise of the historic preservation movement)
15. Modern Urban Renewal: Rebuilding downtown Boise, 1990-today (focus on positive contributions, public art, interpretation, etc.)



EXHIBIT A

16. Orientation: Overview of Grove Street historical walking tour, including summary of content and “why this matters” statement. (24” square)



EXHIBIT A

Example 1:

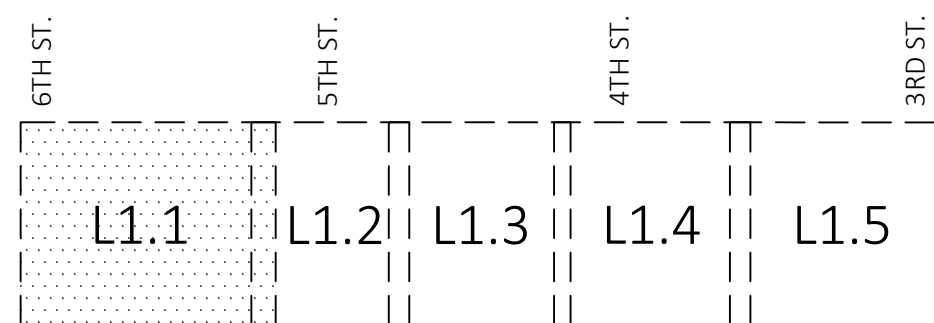


A sign such as this one would give visitors the opportunity to see images of Grove Street during previous eras.

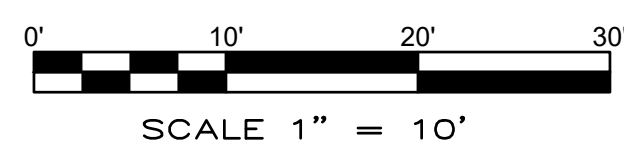
Example 2:



A more traditional sign such as this one would provide a platform for historical images as well as interpretive language.



KEY MAP



GROVE STREET
6th to 5th STREET

EXHIBIT B

Issue Description	Date
CD PLANS	10-16-23
DESIGN REV. #4	3-18-24



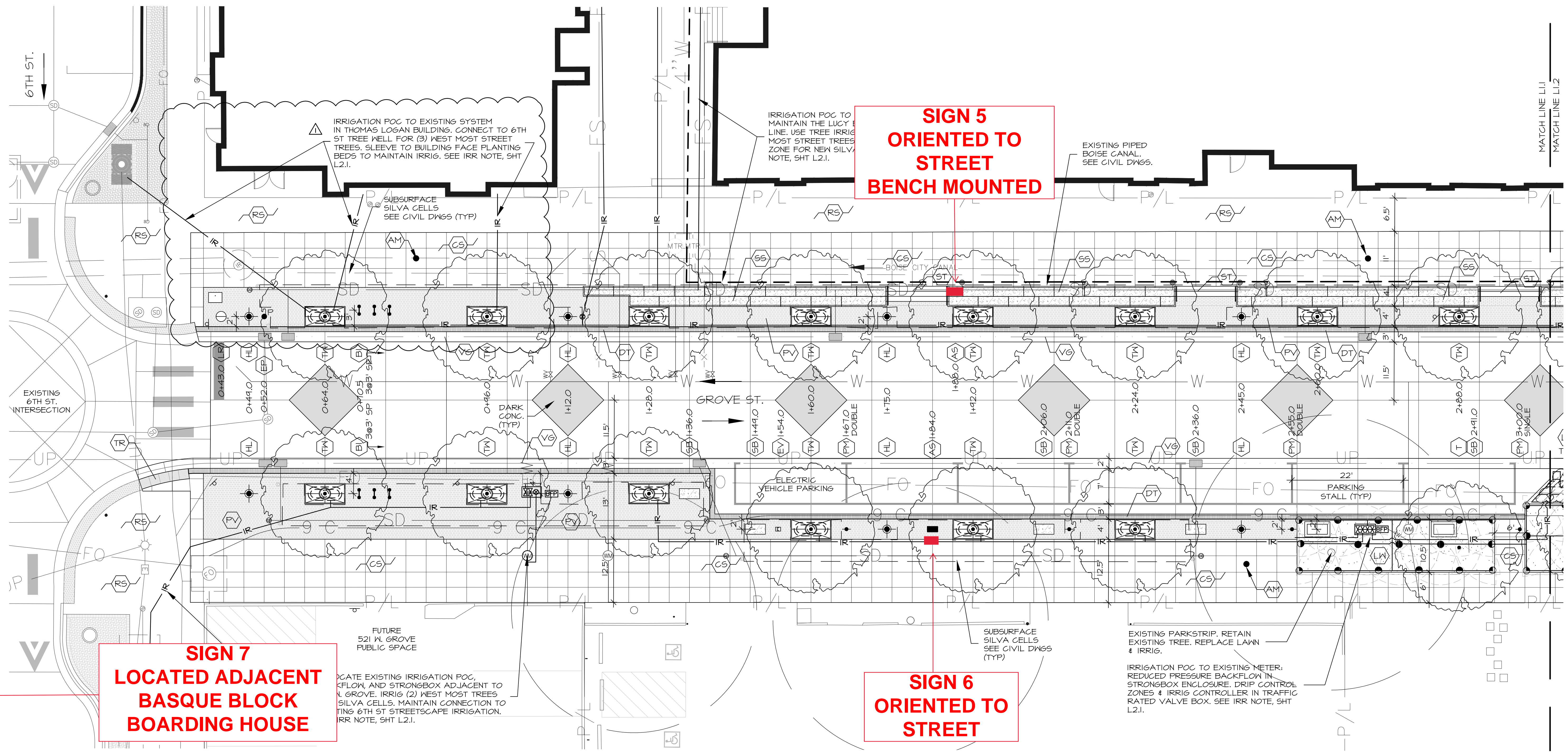
JENSENBELTS ASSOCIATES
Site Planning
Landscape Architecture
1509 S. Tyrell Ln. Ste. 130
Boise, Idaho 83706
Ph. (208) 343-7175
www.jensenbelts.com

**OLD BOISE BLOCKS
on GROVE ST. STREETSCAPE**
BOISE, IDAHO
CAPITAL CITY DEVELOPMENT CORPORATION

Job Number 19-007

Drawn KCS
Checked KCS
Scale AS SHOWN
Sheet Title
STREETSCAPE PLAN

Sheet Number
L1.1



**SIGN 5
ORIENTED TO
STREET
BENCH MOUNTED**

**SIGN 7
LOCATED ADJACENT
BASQUE BLOCK
BOARDING HOUSE**

**SIGN 6
ORIENTED TO
STREET**

LEGEND OF CALLOUTS

(REFER TO SHT L2.1 FOR DETAILED DESCRIPTIONS)

SYMBOL	CALLOUT	DESCRIPTION
●	AM	ART MEDALLION.
■	AS	ART SIGNAGE.
—	BI	BIKE RACK STANDARD, DIRECT BURY.
—	B2	BIKE RACK STANDARD, SURFACE MOUNT.
●	BO	BOLLARD.
—	CS	CONSTRUCT CONCRETE SIDEWALK.
—	DT	DIRECTIONAL TILES.

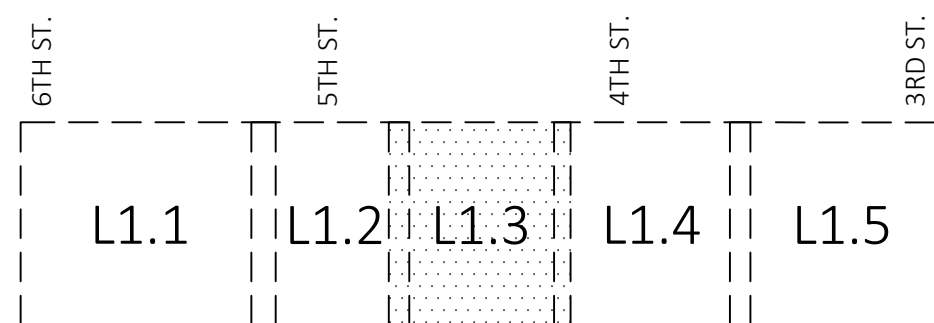
SYMBOL	CALLOUT	DESCRIPTION
⚡	EH	RETAIN/PROTECT EXISTING HISTORIC LIGHT.
⦿	EP	EVENT POWER.
⦿	EV	ELECTRIC VEHICLE CHARGING STATION.
⦿	HL	HISTORIC LIGHT.
⦿	LB	LANDSCAPE BOULDERS.
⦿	LR	LITTER RECEPTACLE.
⦿	LW	SOD LAWN.

SYMBOL	CALLOUT	DESCRIPTION
▨	PB	PLANTING BED.
●	PM	PARKING METER.
▨	PV	FURNISHING ZONE DRY LAID PAVERS.
▨	RS	RETAIN/PROTECT EXISTING PAVING.
▨	SB	SANDSTONE BLOCK.
▨	SS	SANDSTONE SEATING.

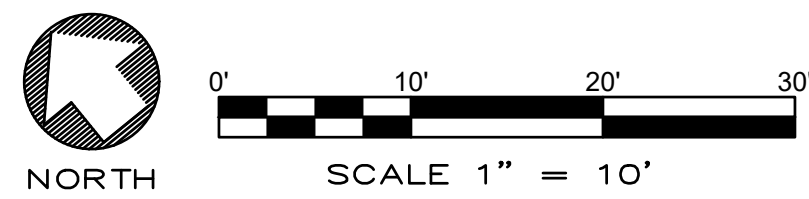
SYMBOL	CALLOUT	DESCRIPTION
—	ST	STAIRS.
⦿	T	TREE PLANTING.
▨	TR	TRUNCATED DOMES.
⦿	TW	4'x8' TREE WELL.
—	VG	VALLEY GUTTER.
—	IR	IRRIGATION SUPPLY.

NOTES

- REFER TO SHT L2.1-L2.3 FOR STREETSCAPE NOTES AND DETAILS.
- REFER TO SPECIFICATION DIVISION 32 - EXTERIOR IMPROVEMENTS FOR ALL PAVEMENT, SITE FURNISHINGS, LANDSCAPE PLANTINGS AND IRRIGATION PRODUCT AND INSTALLATION REQUIREMENTS.

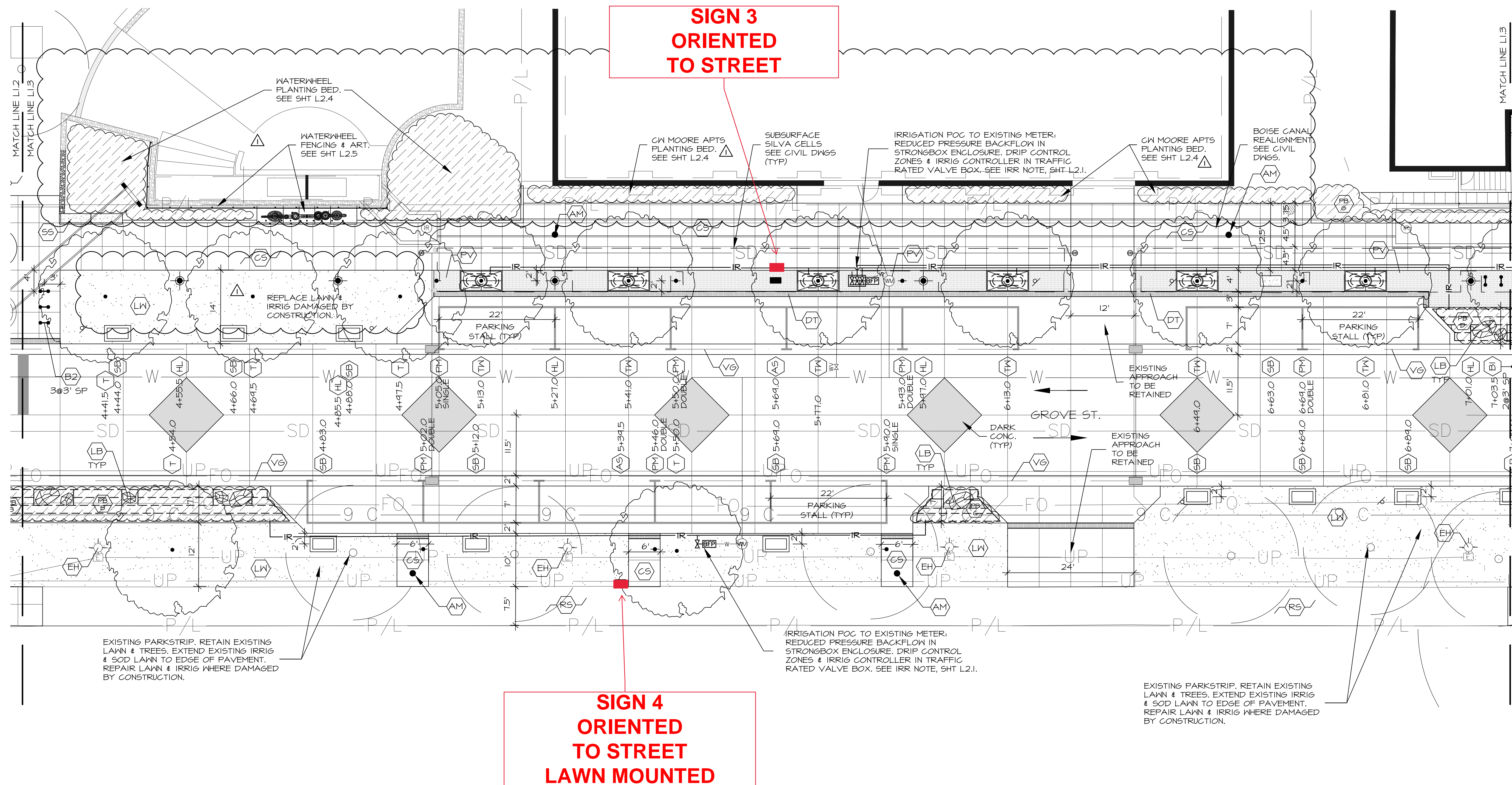


KEY MAP



GROVE STREET
5th to 4th STREET

EXHIBIT B



Issue	Date
Description	10-16-23
CD PLANS	3-18-24
DESIGN REV. #4	

JENSENBELTS ASSOCIATES

Site Planning
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www.jensenBELTS.com

**OLD BOISE BLOCKS
ON GROVE ST. STREETSCAPE**

BOISE, IDAHO
CAPITAL CITY DEVELOPMENT CORPORATION

Job Number 19-007

Drawn	Checked
KCS	KCS
Scale	AS SHOWN
Sheet Title	
STREETSCAPE PLAN	
Sheet Number	
L1.3	

LEGEND OF CALLOUTS

(REFER TO SHT L2.1 FOR DETAILED DESCRIPTIONS)

SYMBOL CALLOUT DESCRIPTION

●	(AM)	ART MEDALLION.
■	(AS)	ART SIGNAGE.
⚓	(BI)	BIKE RACK STANDARD, DIRECT BURY.
⚓	(B2)	BIKE RACK STANDARD, SURFACE MOUNT.
●	(BO)	BOLLARD.
▨	(CS)	CONSTRUCT CONCRETE SIDEWALK.
▨	(DT)	DIRECTIONAL TILES.

SYMBOL CALLOUT DESCRIPTION

⚡	(EH)	RETAIN/PROTECT EXISTING HISTORIC LIGHT.
⦿	(EP)	EVENT POWER.
⦿	(EV)	ELECTRIC VEHICLE CHARGING STATION.
⦿	(HL)	HISTORIC LIGHT.
⦿	(LB)	LANDSCAPE BOULDERS.
⦿	(LR)	LITTER RECEPTACLE.
⦿	(LW)	SOD LAWN.

SYMBOL CALLOUT DESCRIPTION

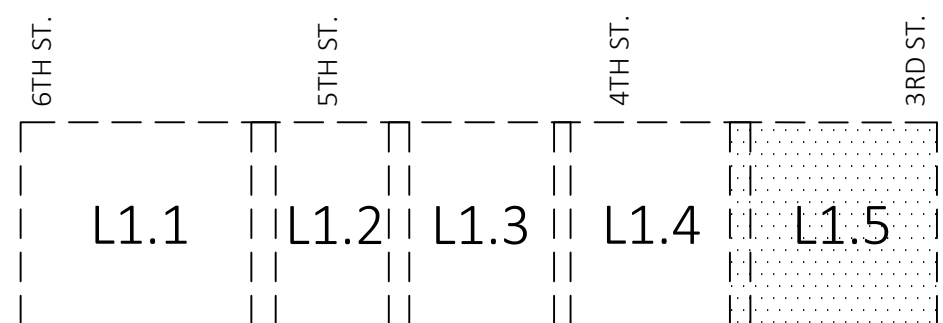
▨	(PB)	PLANTING BED.
⦿	(PM)	PARKING METER.
▨	(PV)	FURNISHING ZONE DRY LAID PAVERS.
▨	(RS)	RETAIN/PROTECT EXISTING PAVING.
▨	(SB)	SANDSTONE BLOCK.
▨	(SS)	SANDSTONE SEATING.

SYMBOL CALLOUT DESCRIPTION

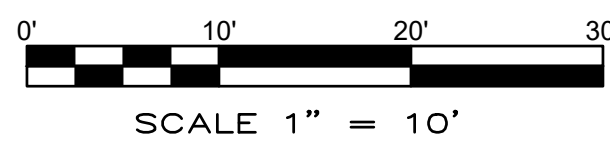
▨	(ST)	STAIRS.
⦿	(T)	TREE PLANTING.
▨	(TR)	TRUNCATED DOMES.
⦿	(TW)	4'x8' TREE WELL.
▨	(VG)	VALLEY GUTTER.
—IR—		IRRIGATION SUPPLY.

NOTES

- REFER TO SHT L2.1-L2.3 FOR STREETSCAPE NOTES AND DETAILS.
- REFER TO SPECIFICATION DIVISION 32 - EXTERIOR IMPROVEMENTS FOR ALL PAVEMENT, SITE FURNISHINGS, LANDSCAPE PLANTINGS AND IRRIGATION PRODUCT AND INSTALLATION REQUIREMENTS.

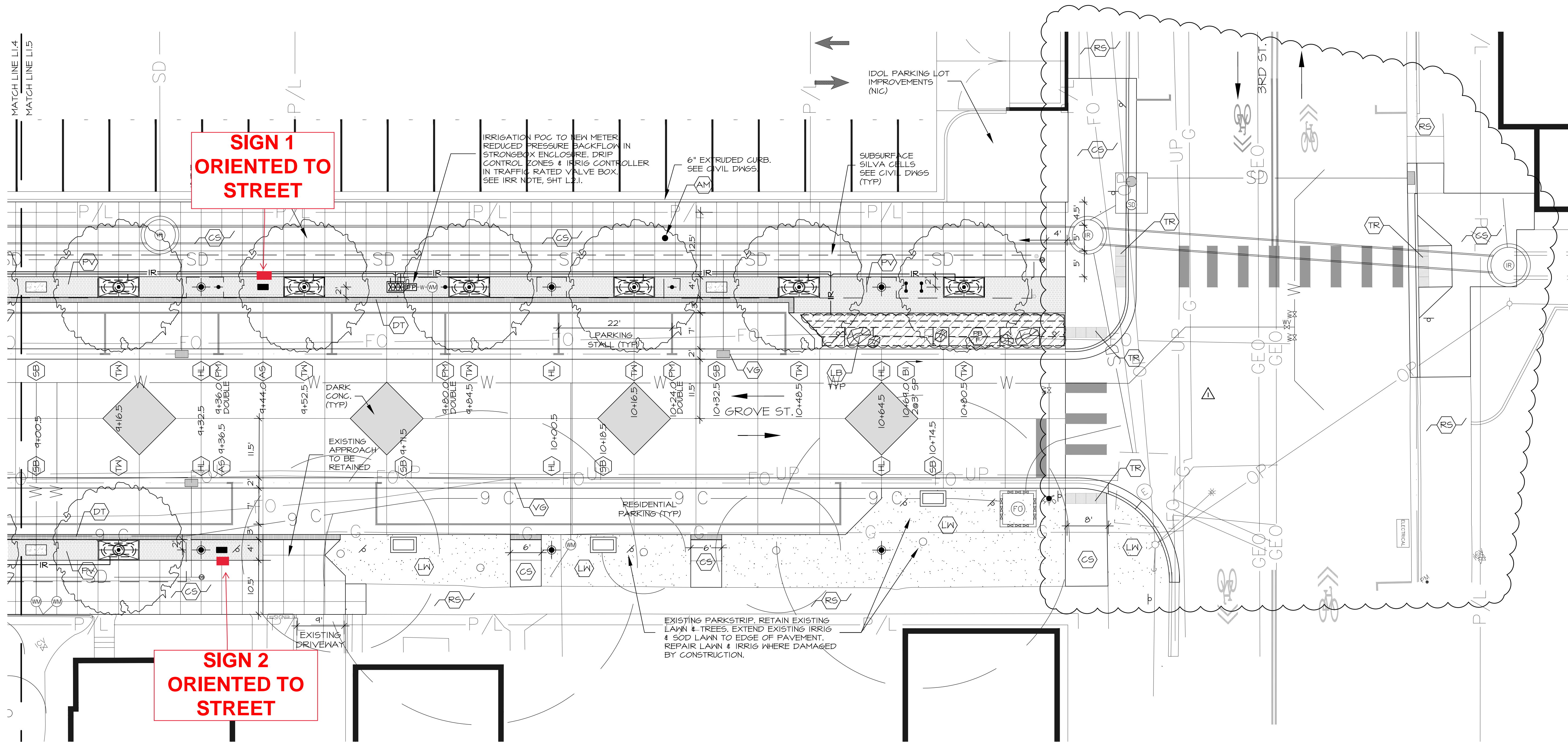


KEY MAP



GROVE STREET
4th to 3rd STREET

EXHIBIT B



LEGEND OF CALLOUTS

(REFER TO SHT L2.1 FOR DETAILED DESCRIPTIONS)

SYMBOL CALLOUT DESCRIPTION

●	(AM)	ART MEDALLION.
■	(AS)	ART SIGNAGE.
—	(BI)	BIKE RACK STANDARD, DIRECT BURY.
—	(B2)	BIKE RACK STANDARD, SURFACE MOUNT.
●	(BO)	BOLLARD.
—	(CS)	CONSTRUCT CONCRETE SIDEWALK.
—	(DT)	DIRECTIONAL TILES.

SYMBOL CALLOUT DESCRIPTION

⊙	(EH)	RETAIN/PROTECT EXISTING HISTORIC LIGHT.
●	(EP)	EVENT POWER.
■	(EV)	ELECTRIC VEHICLE CHARGING STATION.
⊙	(HL)	HISTORIC LIGHT.
⊙	(LB)	LANDSCAPE BOULDERS.
⊙	(LR)	LITTER RECEPTACLE.
—	(LW)	SOD LAWN.

SYMBOL CALLOUT DESCRIPTION

—	(PB)	PLANTING BED.
●	(PM)	PARKING METER.
—	(PV)	PAVERS.
—	(RS)	RETAIN/PROTECT EXISTING PAVING.
—	(SB)	SANDSTONE BLOCK.
—	(SS)	SANDSTONE SEATING.

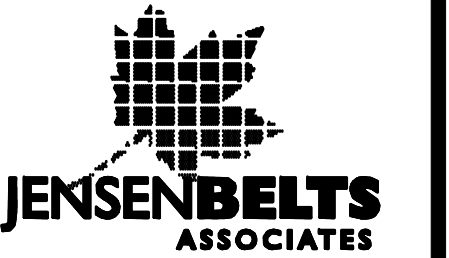
SYMBOL CALLOUT DESCRIPTION

—	(ST)	STAIRS.
⊙	(T)	TREE PLANTING.
—	(TR)	TRUNCATED DOMES.
⊙	(TW)	4'x8' TREE WELL.
—	(VG)	VALLEY GUTTER.
—	(IR)	IRRIGATION SUPPLY.

NOTES

- REFER TO SHT L2.1-L2.3 FOR STREETScape NOTES AND DETAILS.
- REFER TO SPECIFICATION DIVISION 32 - EXTERIOR IMPROVEMENTS FOR ALL PAVEMENT, SITE FURNISHINGS, LANDSCAPE PLANTINGS AND IRRIGATION PRODUCT AND INSTALLATION REQUIREMENTS.

Issue	Description	Date
CD PLANS		10-16-23
DESIGN REV. #4		3-18-24



Site Planning
Landscape Architecture
1509 S. Tyrell Ln. Ste. 130
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www.jensenbelts.com

**OLD BOISE BLOCKS
ON GROVE ST. STREETScape**
BOISE, IDAHO
CAPITAL CITY DEVELOPMENT CORPORATION

Job Number 19-007

Drawn	Checked
KCS	KCS
Scale	AS SHOWN
Sheet Title	
STREETScape PLAN	

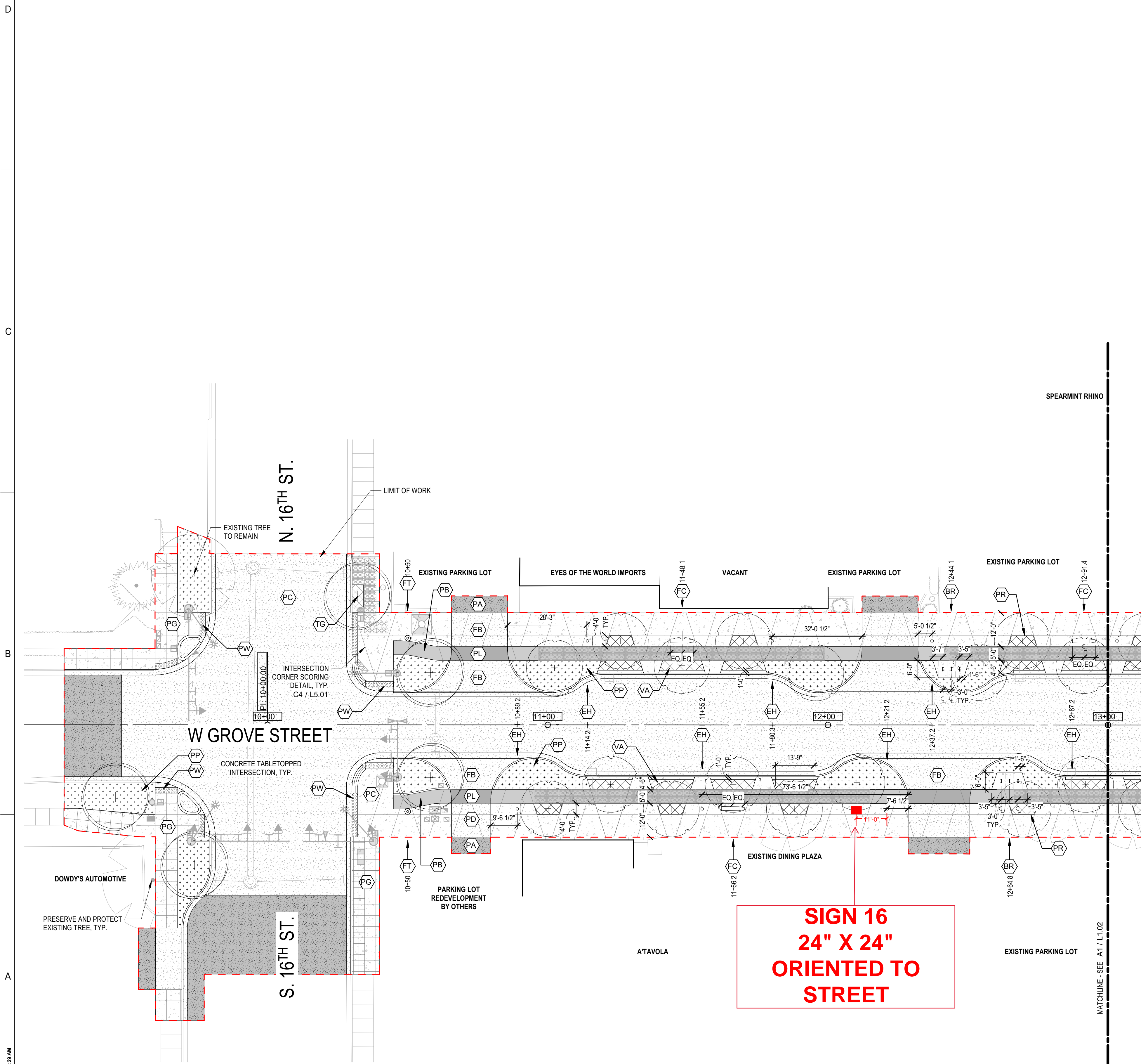
Sheet Number

L1.5

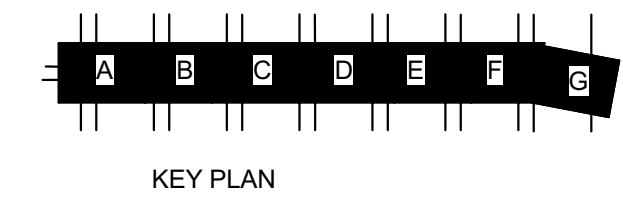
EXHIBIT B

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

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



**SIGN 16
24" X 24"
ORIENTED TO
STREET**



PROJECT:
Linen Blocks on Grove St



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

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

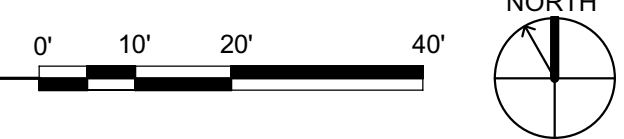
MARK	DATE	DESCRIPTION
REVISIONS		
J	04/04/2023	100% DESIGN SUBMITTAL
H	03/06/2023	99% DESIGN DEV REVIEW SET
G	02/23/2023	STORM DRAIN APPROVAL SET
F	12/06/2022	GMP 2 - BID SET
E	10/28/2022	GMP 2 - BID SET
D	09/23/2022	PERMIT SUBMITTAL
C	08/30/2022	95% DESIGN DEV REVIEW
B	05/16/2022	60% DD REVIEW
A	12/10/2021	DESIGN REVIEW SUBMITTAL
ISSUE INFORMATION		
PROJECT NO.:		2021031.01
GGLO PRINCIPAL IN CHARGE:		Mark Sindell
GGLO PROJECT MANAGER:		James Greene
OWNER APPROVAL:		

SHEET TITLE
LANDSCAPE PLAN - AREA A - 16TH ST INTERSECTION

SHEET NO.
L1.01



A1 LANDSCAPE PLAN - AREA A - 16TH ST INTERSECTION
1" = 20'-0"



PLOT DATE/TIME: 4/20/23 10:32:29 AM

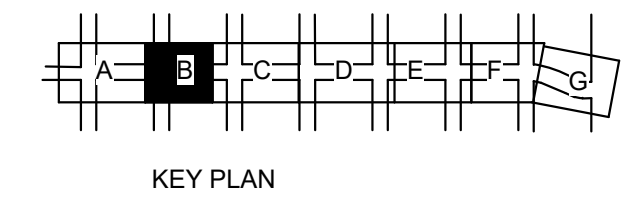
100% DESIGN SUBMITTAL - 04/04/2023

APPROVAL STAMP

EXHIBIT B

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

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



PROJECT ADDRESS:
Linens Blocks on Grove St

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

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

MARK	DATE	DESCRIPTION
8	03/13/2024	15TH TO 14TH UPDATES

REVISIONS

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

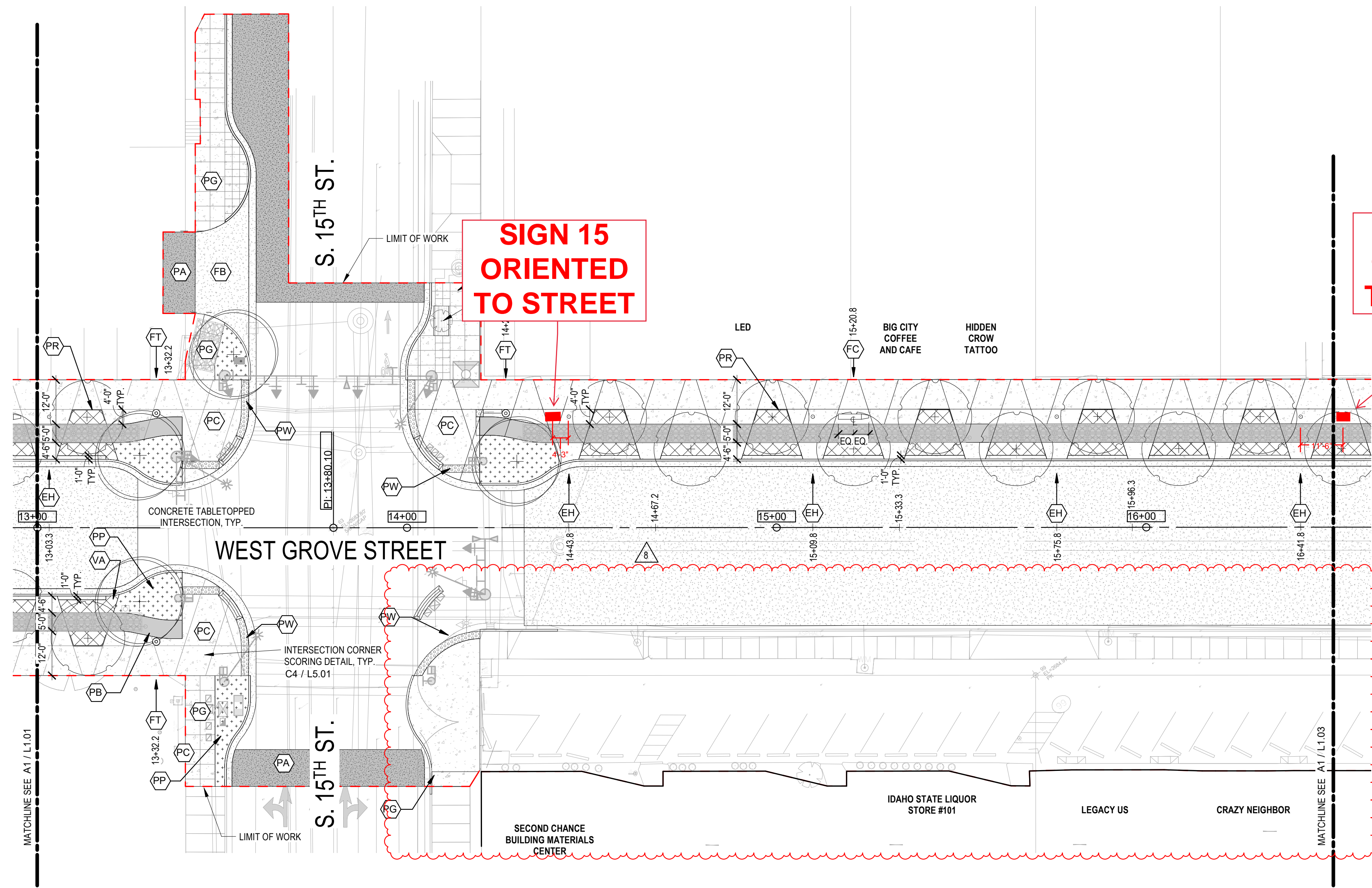
ISSUE INFORMATION

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

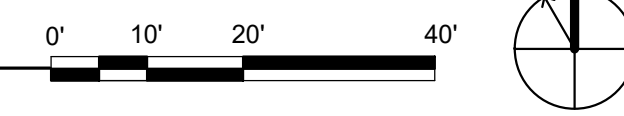
SHEET TITLE
LANDSCAPE PLAN - AREA B - S. 15TH ST INTERSECTION

SHEET NO.
L1.02

100% DESIGN SUBMITTAL - 04/04/2023



A1 LANDSCAPE PLAN - AREA B - 15TH ST INTERSECTION
1" = 20'-0"



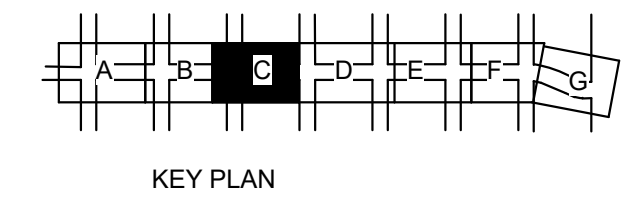
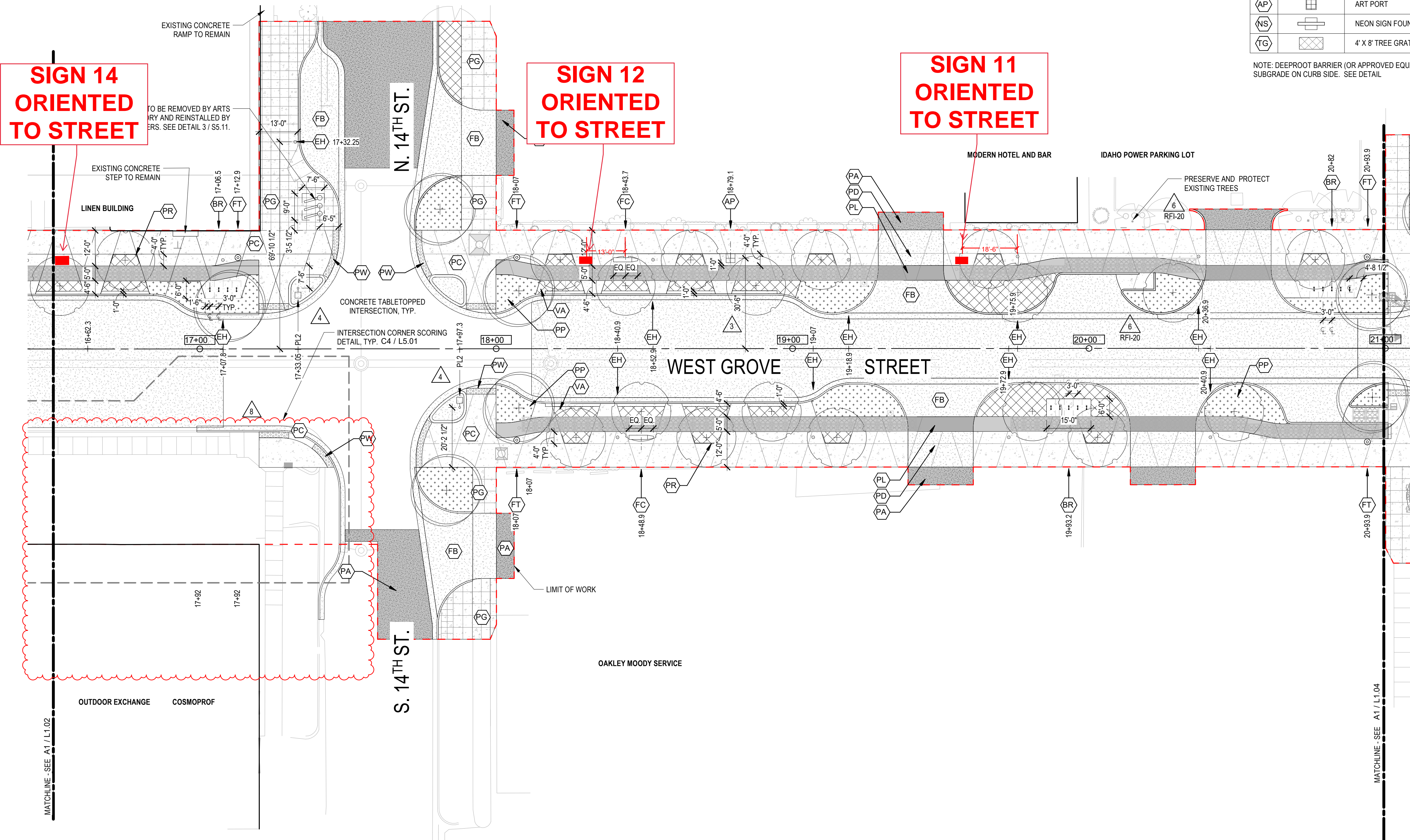
APPROVAL STAMP

PLOT DATE/TIME: 3/10/2024 2:28:56 PM

EXHIBIT B

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

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



PROJECT:
Linen Blocks on Grove St

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

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

MARK	DATE	DESCRIPTION
8	03/13/2024	15TH TO 14TH UPDATES
6	01/16/2024	RFI-20
4	10/04/2023	RFI-14
3	07/14/2023	RFI-04

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

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

SHEET TITLE
LANDSCAPE PLAN - AREA C - S. 14TH ST INTERSECTION

SHEET NO.
L1.03

100% DESIGN SUBMITTAL - 04/04/2023

APPROVAL STAMP



A1 LANDSCAPE PLAN - AREA C - 14TH ST INTERSECTION
1" = 20'-0"

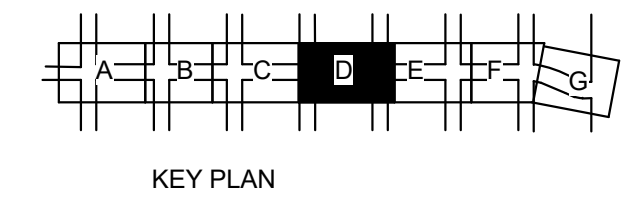
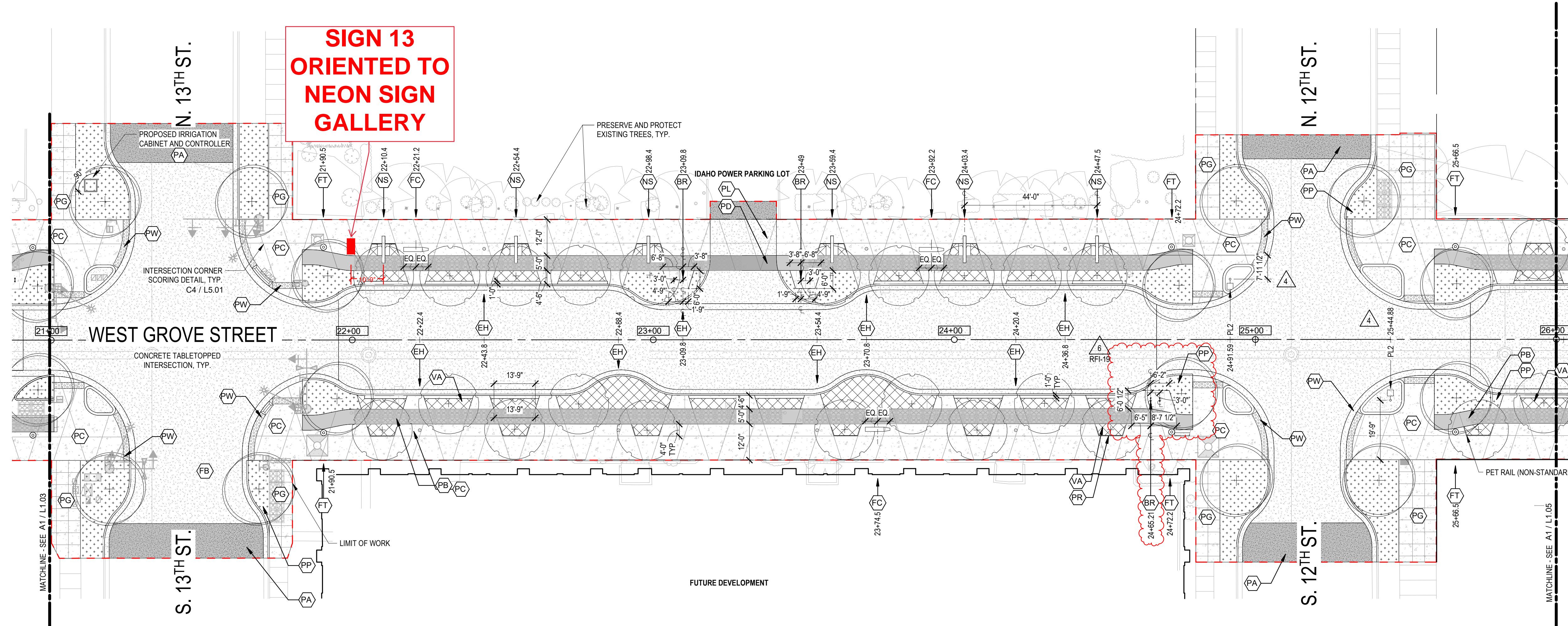
PLOT DATE/TIME: 3/10/2024 2:28:57 PM

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EXHIBIT B

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

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



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

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

MARK	DATE	DESCRIPTION
6	01/16/2023	RFI-19
4	10/04/2023	RFI-14

REVISIONS

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

ISSUE INFORMATION

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

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

SHEET NO.
L1.04

COPYRIGHT GGLO. ALL RIGHTS RESERVED. ORIGINAL SHEET SIZE IS 42" X 54"

A1 LANDSCAPE PLAN - AREA D - S. 13TH ST + S. 12TH ST INTERSECTION
 1" = 20'-0"

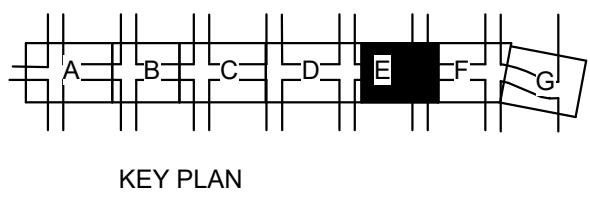


PLOT DATE/TIME: 11/08/2024 2:18:51 PM

EXHIBIT B

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

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PROJECT ADDRESS:
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WEST GROVE STREET
BOISE, ID 83702**

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

MARK	DATE	DESCRIPTION
4	07/14/2023	RFI-04

REVISIONS

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

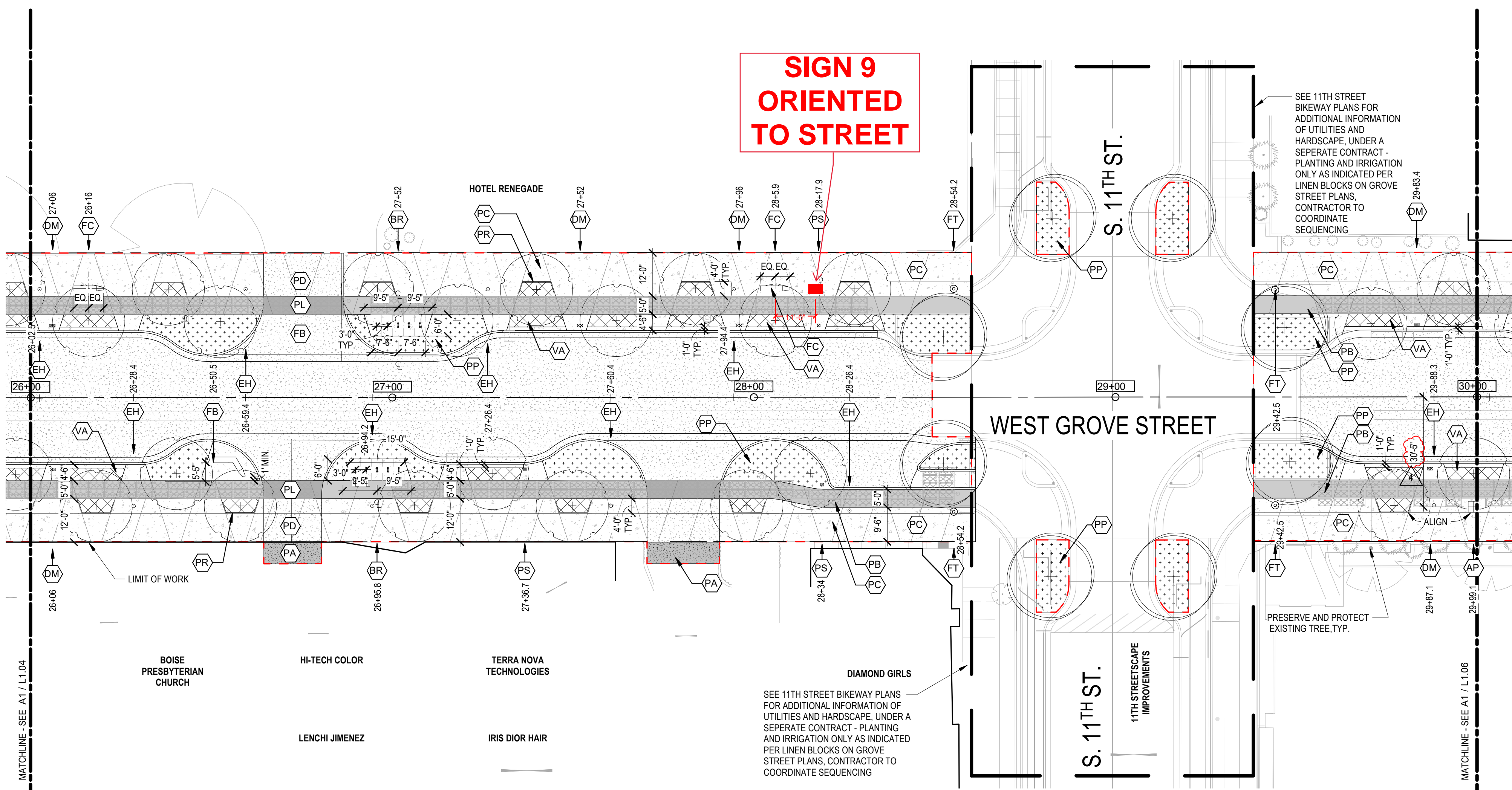
ISSUE INFORMATION

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

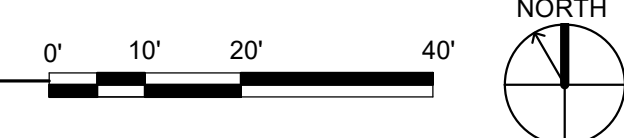
SHEET TITLE
LANDSCAPE PLAN - AREA E - S. 11TH ST. INTERSECTION

SHEET NO.
L1.05

COPYRIGHT GGLO. ALL RIGHTS RESERVED. ORIGINAL SHEET SIZE IS 41X57"



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



APPROVAL STAMP

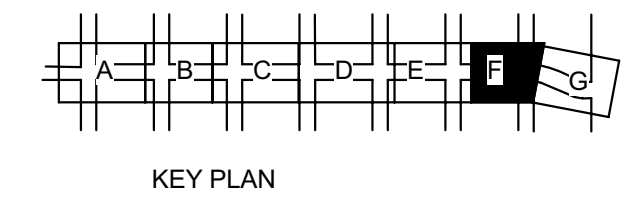
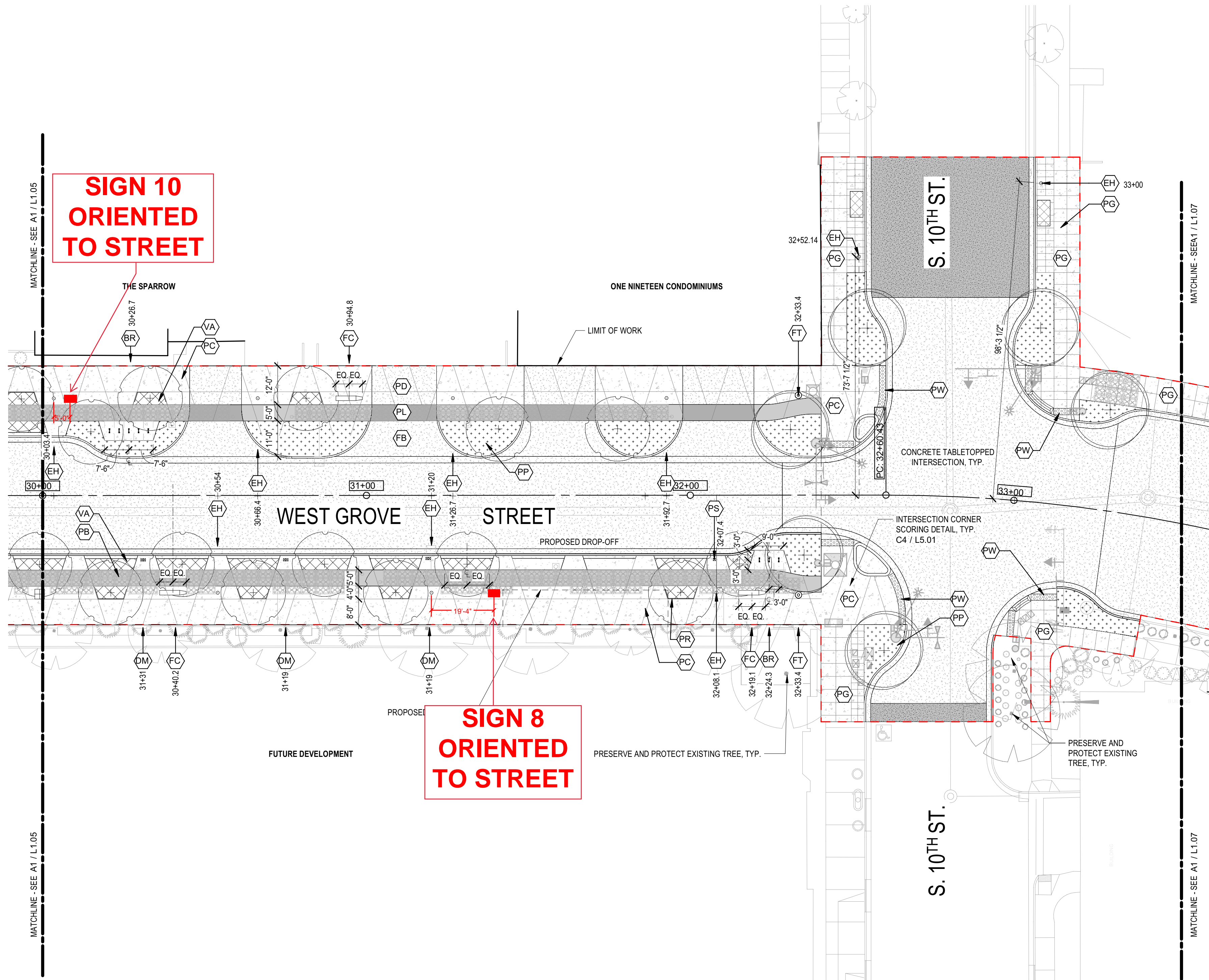
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PLOT DATE/TIME: 7/14/2023 3:48:58 PM

EXHIBIT B

LAYOUT AND MATERIALS LEGEND				
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PL	[Pattern]	CIP CONCRETE - BIKE LANE - COLORED, VEHICULAR DEPTH - TYPE 6	SEE CIVIL	321316
PA	[Pattern]	HMA	SEE CIVIL	
PW	[Pattern]	TRUNCATED DOMES	SEE CIVIL	321316
VA	[Pattern]	STRUCTURED PLANTING - SEE PLANTING PLANS	A2 / L5.51	329113 329300
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PROJECT:
Linen Blocks on Grove St



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

OWNER:
**BOISE CAPITAL CITY DEVELOPMENT CORPORATION
121 N 9TH ST
#501
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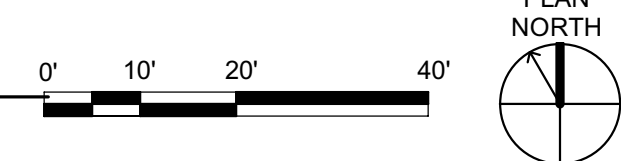
MARK	DATE	DESCRIPTION
REVISIONS		
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H	03/06/2023	99% DESIGN DEV REVIEW SET
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C	08/30/2022	95% DESIGN DEV REVIEW
B	05/16/2022	60% DD REVIEW
A	12/10/2021	DESIGN REVIEW SUBMITTAL
ISSUE INFORMATION		
PROJECT NO.:		2021031.01
GGLO PRINCIPAL IN CHARGE:		Mark Sindell
GGLO PROJECT MANAGER:		James Greene
OWNER APPROVAL:		

SHEET TITLE
LANDSCAPE PLAN - AREA F - S. 10TH ST INTERSECTION

SHEET NO.
L1.06



A1 LANDSCAPE PLAN - AREA F - S. 10TH ST INTERSECTION
1" = 20'-0"



100% DESIGN SUBMITTAL - 04/04/2023

PLOT DATE/TIME: 4/20/23 10:32:57 AM



AGENDA BILL

Agenda Subject: Consider Resolution 1866: Linen Blocks on Grove Street Streetscape Improvement Project. Amendment 2 to Task Order 19-004 with GGLO for Professional Design Services		Date: April 8, 2024
Staff Contact: Amy Fimbel, Sr. Project Manager	Attachments: A. Resolution 1866 B. Amendment 2 to Task Order 19-004	
Action Requested: Adopt Resolution 1866 approving and authorizing the execution of Amendment 2 to Task Order 19-004 with GGLO for Professional Design Services on the Linen Blocks on Grove Street Streetscape Improvements Project.		

Fiscal Notes:

Task Order 19-004 total not-to-exceed amount of \$249,260 is amended by Resolution 1866 to the amount of \$379,169. The project's FY2024 approved budget sufficiently funds the amended task order.

Background:

The Agency is undertaking several large-scale projects originating from a multi-year planning effort with ACHD and the City of Boise. Those projects include:

- Grove Street Sewer Main Line Upgrade and Utility Relocation
- ACHD roadway reconstruction from 9th Street to 16th Street
- CCDC Streetscape and Bikeway Improvements from 10th Street to 16th Street
- Linen Blocks on Grove Street Public Art in partnership with Boise Arts & History

Construction of these projects is known as Rebuild Linen Blocks on Grove Street.

By taking a coordinated approach to what would be multiple projects, Rebuild Linen Blocks on Grove Street reduces disruption to downtown daily life and minimizes delays. This project will create a multi-modal corridor along Grove St from 9th St to 16th St with upgraded streetscapes, protected bike lanes, new concrete roadway and stormwater improvements in partnership with ACHD, public utility upgrades, placemaking and public art, and public space elements per the recommendations of the 2021 Visioning Report.

In April 2021, the Agency selected and contracted with GGLO to provide the necessary professional design services for the Agency's planned Linen Blocks on Grove Street Streetscape Improvement Project. In January 2023, Resolution 1803 approved Task Order 19-004 for construction administration services including continued technical design coordination with the contractor and oversight of construction progress to ensure conformance with the construction documents. Amendment 2 to Task Order 19-004 includes additional professional services for redesign of the 14th to 15th Street block of Grove Street. Also included in this amendment are

additional services to provide construction administration services for the extended duration of construction through June 27, 2025. The scope of services includes attendance at bi-weekly on-site construction meetings and site inspections. The consultant team will review and respond to submittal and shop drawings, requests for information, change order requests, and monthly pay applications.

Staff Recommendation:

Adopt Resolution 1866 approving and authorizing the execution of Amendment 2 to Task Order 19-004 with GGLO for Professional Design Services on the Linen Blocks on Grove Street Streetscape Improvements Project.

Suggested Motion:

I move to adopt Resolution 1866 approving and authorizing the execution of Amendment 2 to Task Order 19-004 with GGLO for Professional Design Services on the Linen Blocks on Grove Street Streetscape Improvement Project.

RESOLUTION NO. 1866

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. 2 TO TASK ORDER 19-004 WITH GGLO ARCHITECTURE, INTERIOR DESIGN, LANDSCAPE ARCHITECT, PLANNING AND URBAN DESIGN, LLC ("GGLO") FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE LINEN BLOCKS ON GROVE STREET STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT NO. 2 TO TASK ORDER 19-004 AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the Agency Board adopted Resolution 1710 on July 12, 2021, approving GGLO Architecture, Interior Design, Landscape Architect, Planning and Urban Design, LLC ("GGLO"), as the Landscape Architect of Record for the Linen Blocks on Grove Street Streetscape

Improvements Project (“Project”) and authorizing Task Order 19-002 for Project concept design services; and,

WHEREAS, the Agency Board adopted Resolution 1762 on May 9, 2022, authorizing Task Order 19-003 with GGLO for final design services, permitting approvals, finalized construction documents, and bidding support for the Project; and,

WHEREAS, the Agency Board adopted Resolution 1803 on January 9, 2023, authorizing Task Order 19-004 with GGLO for construction administration services for the Project; and,

WHEREAS, the Project encountered the need to redesign Grove Street between 14th and 15th Streets that required additional design services and an extended construction duration; and,

WHEREAS, GGLO has submitted a proposal to the Agency for the additional construction administration services and continued services through July 27, 2025, including: attendance at bi-weekly on-site construction coordination meetings; responses on behalf of CCDC to design clarifications and Requests for Information; responses on behalf of CCDC to Change Order Requests and Requests for Payment; construction administration; project management; and construction correspondence for the Project; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is Amendment No. 2 to Task Order 19-004 and exhibits thereto with GGLO; and,

WHEREAS, the Agency Board finds it in the best interest to approve Amendment No. 2 to Task Order 19-004 with GGLO 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 Amendment No. 2 to Task Order 19-004 between the Agency and GGLO, attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 2 to Task Order 19-004 with GGLO for an amount not to exceed ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED NINE DOLLARS (\$129,909), bringing the combined total for Task Order 19-004 to THREE HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS (\$379,169); and further, is hereby authorized to execute all necessary documents required to implement Amendment No. 2 to Task Order 19-004, 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 the professional services detailed in Amendment No. 2 to Task Order 19-004.

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 April 8, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice Chair to the Agency Board of Commissioners on April 8, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair



GGLO
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER 19-004
Amendment 2

*CONSULTANT: Use the Project Name and **PO# 230027** number on all project-related invoices.*

PROJECT NAME: Linen Blocks on Grove Streetscape Improvements – Construction Administration

ORIGINAL TASK ORDER DATE: January 11, 2023
Original Task Order Amount: \$242,760
Amendment No. 1 Amount: \$ 6,500
Amendment No. 2 Amount: \$129,909

New Task Order Amount: **\$379,169**

TASK ORDER AMENDMENT NO. 1 DATE: _____

Task Order #19-004 is hereby amended as set forth in this Amendment No. 2. All other terms and conditions of Task Order #19-004 dated January 11, 2023, and Amendment No. 1 dated December 13, 2023 remain in full force and effect.

1. SECTION 3: SERVICES TO BE PERFORMED

The Linen Blocks on Grove Street project focuses on Grove Street between 9th and 16th Streets and includes improved bike and pedestrian infrastructure, intersection signal upgrades, roadway reconstruction/rehabilitation, stormwater improvements, lighting, public art, street trees and furnishings. Additional design services are needed to redesign the 14th to 15th Street block of Grove Street. Also included in this amendment are additional services to continue to assist CCDC and the Construction Manager/General Contractor (CM/GC) during construction for the extended duration of construction through June 27, 2025, as further described in CONSULTANT's Supplemental Services dated March 25, 2024, attached hereto as **Exhibit A**.

2. SECTION 5: COST; INVOICES

By this Amendment No. 2, CCDC is approving an increase of **ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED NINE DOLLARS (\$129,909)** for a new Task Order

total amount of THREE HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS (\$379,169). The Scope of Work, specific tasks and costs associated are further outlined in **Exhibit A**.

3. SECTION 6:

The project completion is hereby amended to June 30, 2025 to account for the new schedule duration.

4. SECTION 7: DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall provide CCDC with the additional work products and services as described in **Exhibit A**.

5. CONTRACT TERMS

Terms of the 2019-2024 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Amendment to Task Order# 19-004.

End of Amendment 2 to Task Order #19-004

Signatures appear on the following page.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment No. 2 as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.

**CONSULTANT
GGLO**

John Brunelle, Executive Director



Mark Sindell, Principal

Date: _____

Date: 3/29/2024

EXHIBITS

A: Consultant's Supplemental Services Agreement dated March 26, 2024

Budget Info / For Office Use	
Fund/District	302
Account	6250
Activity Code	20006
PO #	230027
Completion Date	July 31, 2025

Supplemental Services Agreement

Project: Linen Blocks on Grove Street
 Construction Observation
 Additional Services

Owner: John Brunelle, Executive Director
 CCDC

Date of Agreement: July 12, 2021
Date of SSA March 26, 2024

SSA No.: SSA-06
Project No.: 2021031.01

In accordance with the Agreement referenced above, authorization is hereby given to:

- proceed with Additional Services
- proceed with revised scope of Basic Services
- incur Reimbursable Expenses

AS FOLLOWS:

Task Order for GGLO and GGLO's Consultants to provide additional Construction Observation Services for the *Linen Blocks on Grove Street Streetscape Improvement Project*.

Task 782 (RMOB): Construction Observation Services

Additional Timeline: April 19, 2024 – June 27, 2025 (~14 Months)

Capital City Development Corporation (CCDC), in cooperation with the City of Boise and ACHD is seeking to redesign Grove Street between 9th and 16th Streets in Boise, ID. The streetscape improvements in this area will focus on multi-modal transportation through the use of universal/accessible design best practices and with the goal of drawing more people and economic activity to the area.

This Supplemental Service Agreement (SSA) includes the analysis and design necessary to update the needed corridor improvements and intersection revisions at 14th, 15th, and Grove Street based on design changes requested by CCDC. This SSA also includes services to assist CCDC and the Construction Manager/General Contractor (CM/GC) during construction for the extended schedule through June 27, 2025.

GGLO Landscape Architecture will lead the Design Team to provide additional Construction Observation Services as discussed with CCDC, the City of Boise, ACHD, and property owners related to the 14th to 15th block streetscape revisions and extended construction schedule provided by Guho.

All deliverables will be electronic PDF copies unless otherwise noted.

Tasks include:

- Provide revised permit drawings for submission to the City of Boise and ACHD.
 - 15th to 14th revisions to design plans and associated details.
 - Prepare documents for City of Boise and ACHD plan reviews.
 - Consultant coordination.
- Provided extended construction observation services through June 27, 2025.
 - Monthly invoicing.
 - Bi-weekly progress meetings / site visits.

- CM/GC submittal review.
- Requests for information and clarifications.
- Consultant coordination.

Deliverables

- Revised plan sheets for submittal to the for City of Boise and ACHD.

Assumptions include:

- Redesign is limited to 1 resubmittal to the City of Boise.

Attachments

Exhibit A: HDR Additional Scope of Work & Fee Estimate

Exhibit B: KPFF Additional Scope of Work & Fee Estimate

Compensation shall be adjusted as follows:

Task 782: Construction Observation Remaining Tasks (GGLO)				Terms
Role	Principal	Project Manager	Landscape Architect 2	
Hourly Rate	\$ 350	\$ 220	\$ 180	
Team Member	Mark Sindell	Ann Wozniak	David Marshall	
Drawing Revisions, Consultant Coordination, and Contracts (SSA and Sub-Consultant) Associated with Rev 8: 15th to 14th Updates	2	24	12	
Additional OAC Meetings and Site Visits April 2024 - June 2025 (2 hours every 2 weeks for 62 additional weeks)	0	62	0	
Additional Weekly Coordination April 2024 - June 2025 (1.5 hours per week for 62 additional weeks)	0	62	31	
Subtotal Hours	2	148	43	
Subtotal GGLO Fee	\$700.00	\$32,560.00	\$7,740.00	
GGLO (Arch/Landscape Arch)		\$41,000.00		Hourly, NTE

Task 782: Construction Observation Remaining Tasks (Consultants)		Terms
HDR (Civil)*	\$85,292.50	Hourly, NTE
Musgrove (Electrical)*	\$0.00	Hourly, NTE
KPFF (Structural)*	\$3,500.00	Hourly, NTE
Subtotal Consultant Fees	\$88,792.50	

Task 004: Reimbursable Expenses (All)		Terms
HDR (Civil)	\$116.00	Estimated
Subtotal Reimbursables	\$116.00	

Grand Total Additional Costs	\$129,908.50
-------------------------------------	---------------------

* Per contract requirements, there is no consultant mark-up.

Upon execution, this Supplemental Services Agreement shall become a part of the original Agreement referenced above, and supplemental services described above shall commence.

Submitted by:

GGLO,
113 S 5th St
Boise, ID 83702

By:



Printed Name: Mark Sindell

Title: Principal

Date: 03/26/2024

Authorized by Owner:

CCDC
121 N. 9th Street, Ste 501
Boise, ID 83702

By:

Printed Name:

Title:

Date:



SCOPE OF SERVICES – SSA # 6

Project Description

Capital City Development Corporation (CCDC), in cooperation with the City of Boise and ACHD is seeking to redesign Grove Street between 9th and 16th Streets in Boise, ID. The streetscape improvements in this area will focus on multi-modal transportation through the use of universal/accessible design best practices and with the goal of drawing more people and economic activity to the area.

This Scope of Services (SOS) includes the analysis and design necessary to update the needed corridor improvements along Grove Street between 15th and 14th, intersection revisions at 14th, 15th, and Grove Street based on design changes requested by CCDC. This SOS includes services to assist CCDC and the Construction Manager/General Contractor (CM/GC) during construction.

HDR Engineering, Inc. (HDR) will lead all tasks in this scope with GGLO supporting landscaping and irrigation design.

All deliverables will be electronic PDF copies unless otherwise noted.

100 PROJECT MANAGEMENT & MEETING

101 - Invoicing and Progress Reports

Monthly invoices specific to this project will be developed for its duration. Anticipate up to thirteen additional (13) invoices between May 2024 and June 2025.

200 CONSTRUCTION ADMINISTRATION

201 – Bi-Weekly Progress Meetings / Site visits

HDR will attend bi-weekly progress meetings as directed by CCDC for a maximum of twenty-six additional (26) meetings. It is assumed the progress meetings will be conducted at the project site and last up to one and one half (1.5) hours with one-half (1/2) hour for travel, each way. One (1) HDR staff member will attend.

202 - Payment Request Review

The CM/GC will submit monthly pay requests and backup documentation for each bid item to be progressed to CCDC. CCDC will review monthly pay submittal requests from the CM/GC based on percent of work complete. HDR will review pay requests previously reviewed and approved by CCDC for general conformance and recommend payment based on this review. Task assumes thirteen additional (13) pay estimates at one (0.5) hour each to process.

203 - CM/GC Submittal Review

HDR will review submittals received from the CM/GC as listed below. Each submittal will require three (3) hours to review.

- Materials Review - HDR will review materials proposed to be incorporated into the work. Up to four (4) submittals assumed.



204 - Requests for Information and Clarifications

HDR will review and respond to RFI's and RFC's submitted by the CM/GC. HDR will respond to up to two (2) RFI's and two (2) RFC's with four (4) hours to complete each.

800 15th to 14th REVISION – Additional Services

801 - Concept Development Horizontal Plans and Associated Details

HDR will develop horizontal plan level conceptual alternatives for evaluating and assessing alternative treatments for improvements along Grove Street from 15th to 14th.

Deliverables

- Up to eight (8) concept level horizontal plan layouts, including the intersections at 15th and 14th
- Up to eight (8) cross sections corresponding with the horizontal plan layout concepts

802 - Revisions to Design Plans and Associated Details

Upon selection of an approved concept HDR will revise the plans for resubmittal to ACHD and the City of Boise for construction approval.

Plan sheet improvements will occur on the following sheets:

C2.01 – Civil Details – Typical Sections

C3.02 – Removal / Utility Plan – Area B

C3.03 – Removal / Utility Plan – Area C

C4.03 – Civil Plan – Area B

C4.04 – Civil Profile – Area B

C5.02 – Grading Plan – 15th St Intersection

C5.03 – Grading Plan – 14th St Intersection

C5.08 – Grading Details – Raised Islands

C5.12 – Driveway Details – Area C – 14th St

C6.02 – Concrete Jointing – Area B 0 East of S. 15th St

C6.03 – Concrete Jointing – Area C – East of S. 14th St

C7.02 – Storm Plan & Profile – Area B

C7.03 – Storm Plan & Profile – Area C

C7.09 – Storm Details – Area B – East of S. 15th St

C7.10 – Storm Details – Area C - East of S. 14th St



C8.02 – SWPP Plan – Area B – East of S. 15th St

C8.03 – SWPP Plan – Area C – East of S. 14th St

T1.02 – Signage and Striping Plan – Area B

T1.03 - Signage and Striping Plan – Area C

T2.03 – Signal Plan – Area B – 15th St

T2.04 – Signal Details – Area B – 15th St

T3.02 – Interconnect Plan – Area B

T3.03 – Interconnect Plan – Area C

Deliverables

- Twenty-three (23) revised plan sheets

803 City of Boise & ACHD Plan Reviews

HDR will prepare and submit the required documents associated with the City of Boise plan review process and the ACHD development plan review for CCDC review. HDR will compile CCDC's comments on the documents in a Comment/Response Matrix and address provided comments.

Deliverables

- Plans and documents to the City of Boise as outlined under section 802 of this SOS
- Plans and documents to the ACHD as outlined under section 802 of this SOS
- Comment/Response Matrix

Assumptions

- Reviews for the City of Boise and ACHD will NOT run concurrently. Assume a three (3) week review process for each agency
- Specifications, Contractor Notes, and the Stormwater report will not be updated under this supplemental

804 Design Review Meeting

CCDC will distribute the design submittal documents to the reviewing parties, collect review comments from the parties, and provide comments and the review plan sets to HDR prior to the review meeting. HDR will compile comments for the plans outlined in section 802 of this SOS in a Comment/Response Matrix and send a draft to the CCDC Project Manager prior to the review meeting. CCDC will make final decisions for conflicting review comments. HDR will complete the Comment/Response Matrix after the Design Review meeting and submit to CCDC.

Deliverables

- Review Meeting Notes
- Comment/Response Matrix



CCDC Responsibilities

- Schedule and Host Meeting
- Provide Comments – One (1) week prior to the meeting

805 City of Boise Permits & ACHD Approval Process

HDR will address comments received resulting from the revised plan design development submittal covered under this SOS - Section 800 from both the City of Boise and ACHD.

Deliverables

- Updated Plans to the City of Boise as outlined under section 802 of this SOS
- Updated Plans to the ACHD as outlined under section 802 of this SOS

Assumptions

- Revision clouds will be included in the plans for the comments received by the City of Boise and ACHD
- One (1) review between the submittal and resubmittal will occur in coordination with ACHD
- One review between the submittal and resubmittal will occur with the City of Boise
- Additional reviews are not included in this SOS

806 City of Boise and ACHD Project Permit Application Resubmittal

HDR will revise and resubmit the required documents associated with the City of Boise permit review process. HDR will prepare and submit for review the required documents associated with the ACHD development plan review.

Deliverables

- Plan modification under existing Boise City Commercial Grading & Drainage with Utilities Permit
- Plan revisions submitted to ACHD Development Services

Assumptions

- This section will incorporate the required changes associated with the City of Boise permit approval process
- This section will incorporate the required changes associated with the ACHD development approval process

HDR Engineering, Inc.
 Linen Blocks on Grove Street Streetscape Impr Project

PROJECT NO. _____ :

			Cameron	Pierson	Focht	Mauron Ghani	Brett	Healey	Somayeh	Alesha
			Transportation Engineer/Quality Control	Project Mgr/Traffic & Planning Section Mgr	Drainage Engineer	Roadway Engineer	Traffic PE	CADD/BIM	Traffic / Roadway EIT	Accountant
SUBTOTAL HDR ONLY										
100	PROJECT MANAGEMENT & MEETINGS	45.5	0	19.5	0	0	0	0	0	26
101	Invoicing	45.5		19.5						26
200	CONSTRUCTION ADMINISTRATION	99.5	0	99.5	0	0	0	0	0	0
201	Bi-weekly Progress Meetings / Site Visits	65		65						
202	Payment Request Review	6.5		6.5						
203	CM/GC Submittal Review	12		12						
204	Rquests for Information and Clarifications	16		16						
800	15th to 14th Revision	308	14.5	64.5	75	45	21	17	71	0
801	Concept Development Horizontal Plans and Associated Details	84	8	20	40			16		
802	Revisions to Design Plans and Associated Details	184	5	23	28	44	20		64	
803	City of Boise & ACHD Plan Reviews	17	1	4	6				6	
804	Design Review Meeting	7	0.5	2	1	1	1	1	1	
805	City of Boise Permits & ACHD Approval Process	8		8						
806	City of Boise Permits & ACHD Project Permit Application Resubmittal	8		8						
	Total:	453.0	14.5	183.5	75.0	45.0	21.0	17.0	71.0	26.0
	Total Check:	453.0	14.5	183.5	75.0	45.0	21.0	17.0	71.0	26.0
	Percent of HDR Sub-Total:		3.2%	40.5%	16.6%	9.9%	4.6%	3.8%	15.7%	5.7%

CONSULTANT NAME: HDR Engineering, Inc.
PROJECT NAME: Linen Blocks on Grove Street Streetscape Impr Project
PO NO.: 220077

DESIGN

A. SUMMARY ESTIMATED PERSON-DAY COSTS

	Days	Hours			Labor
1 Transportation Engineer/Quality Control	1.81 =	15	@	\$265.00 =	\$3,842.50
2 Project Mgr/Traffic & Planning Section Mgr	22.94 =	183.5	@	\$236.00 =	\$43,306.00
3 Drainage Engineer	9.38 =	75	@	\$152.00 =	\$11,400.00
4 Roadway Engineer	5.63 =	45	@	\$216.00 =	\$9,720.00
5 Traffic PE	2.63 =	21	@	\$176.00 =	\$3,696.00
6 CADD/BIM	2.13 =	17.0	@	\$116.00 =	\$1,972.00
7 Traffic / Roadway EIT	8.88 =	71	@	\$116.00 =	\$8,236.00
8 Accountant	3.25 =	26	@	\$120.00 =	\$3,120.00
	56.63	453.00		TOTAL LABOR COST =	\$85,292.50

B. OUT-OF-POCKET EXPENSES

<u>Item</u>	<u>No.</u>	<u>per</u>	<u>@</u>	<u>Cost</u>	<u>Total</u>
Printing (8.5x11)	0	sheet	@	\$0.05 =	\$0.00
Printing (8.5x11 Color)	0	sheet	@	\$0.16 =	\$0.00
Printing (11x17)	0	sheet	@	\$0.10 =	\$0.00
Printing (11x17 Color)	50	sheet	@	\$0.32 =	\$16.00
City of Boise Permitting Fee	1	EA	@	\$100.00 =	\$100.00
Roll Plot - Color	0	square foot	@	\$0.90 =	\$0.00
				HDR TOTAL ESTIMATED EXPENSE*	= \$116.00
				HDR Subtotal	= \$85,408.50

Exhibit B: KPFF Additional Scope of Work & Fee Estimate

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



March 25, 2024

Ms. Ann Wozniak, AIA
GGLO Architects
113 S Fifth Street, Suite 200
Boise, Idaho 83702

Re: Linen District Schedule Duration CA Support
Revised Proposal for Additional Structural Engineering Services
KPFF Project #10212200066 AS-03

Dear Ann:

We are pleased to submit this proposal for additional structural engineering services required for the above-referenced project. This proposal is based on the extended construction schedule for the Linen District Project.

PROJECT DESCRIPTION

Please see the original proposal dated April 22, 2022 for a description of the project.

SCOPE OF WORK

Our scope of work consists of ongoing construction administration support as outlined in our original proposal with a new schedule duration extending until June 2025.

FEE

We propose to accomplish the scope of work noted above on an hourly basis with an estimated maximum of **\$3,500**. We will bill our services on a monthly basis. We will not bill beyond this estimated amount without prior notification and approval from you.

REIMBURSABLE EXPENSES

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, airfare, lodging, etc.) made by KPFF in the interest of the project are separate from our fees and will be billed at cost. All other services that are considered additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

AGREEMENT FOR PROFESSIONAL SERVICES

Terms and conditions are per our original agreement dated April 22, 2022, with the exception of the attached Hourly Rate Schedule.

Ann Wozniak, GGLO Architects
Linen District Schedule Duration CA Support
Revised Proposal for Additional Structural Engineering Services
KPF Project #10212200066 AS-03
March 25, 2024
Page 2

SUMMARY

Thank you for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Ashley Thompson, PE, SE
Associate

Attachment A

Accepted By:

Name

Title

Date

T:\2022\10212200066 - LINEN DISTRICT STREETSCAPES\0 MARKET\0.2 PROPOSALS\2024-03-08 LINEN DISTRICT STREETSCAPES PRP 10212200066 AS-03 REV1.DOCX

Attachment A
HOURLY RATE SCHEDULE

2024

PRINCIPAL-IN-CHARGE	\$195.00
ASSOCIATE.....	\$180.00
SR PROJECT MANAGER.....	\$155.00
PROJECT MANAGER	\$145.00
PROJECT ENGINEER	\$135.00
DESIGN ENGINEER.....	\$115.00
PROJECT COORDINATOR	\$110.00
BIM COORDINATOR.....	\$105.00
BIM MODELER	\$85.00
ADMINISTRATIVE	\$70.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.



V.
ACTION
ITEMS



AGENDA BILL

Agenda Subject: CONSIDER Resolution 1867: Bannock Street Streetscape Improvements Project, 12th St to 16th St. Interagency Agreement for Design Services with the Ada County Highway District		Date: April 8, 2024
Staff Contact: Amy Fimbel, Sr. Project Manager	Attachments: 1. Resolution 1867 2. Interagency Agreement	
Action Requested: Adopt Resolution 1867 approving and authorizing the execution of an Interagency Agreement with the Ada County Highway District for design services associated with the Agency’s Bannock Street Streetscape Improvements Project		

Fiscal Notes:

The Interagency Agreement will reimburse CCDC approximately \$123,593 for project design services associated with ACHD public improvements.

Background:

The Agency’s Bannock Street Streetscape Improvements Project includes significant investment in public improvements to update streetscapes and improve mobility and safety along Bannock Street between 12th and 16th Streets. ACHD is concurrently developing the [Bannock Street Neighborhood Concept](#) design—which has similar objectives—and plans for bicycle and pedestrian improvements from 29th Street to Avenue C. At the outset of these two projects, CCDC and ACHD began coordinating planning efforts of the overlapping project areas.

During preliminary design, ACHD proposed an interagency cost share agreement that includes pavement rehabilitation and the replacement of Boise City Canal structure #1489 which crosses under Bannock Street east of 14th Street. Per the terms of the interagency agreement, CCDC will conduct the work and ACHD will reimburse for the costs associated with designing the ACHD improvements.

Staff Recommendation:

Adopt Resolution 1867 approving and authorizing the execution of the Interagency Agreement with ACHD for design services associated with the Agency’s Bannock Street Streetscape Improvements Project.

Suggested Motion: I move to adopt Resolution 1867 approving and authorizing the execution of the Interagency Agreement with the Ada County Highway District for design services associated with the Agency’s Bannock Street Streetscape Improvements Project, 12th St to 16th St.

RESOLUTION NO. 1867

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE AGENCY AND THE ADA COUNTY HIGHWAY DISTRICT FOR CERTAIN DESIGN SERVICES ASSOCIATED WITH THE BANNOCK STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, 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, 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, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, in cooperation with the Ada County Highway District (ACHD), the Agency seeks to make streetscape improvements and mobility and safety enhancements to Bannock Street between 12th and 16th Streets, in downtown Boise; and,

WHEREAS, the ACHD District Engineer has recommended that the Bannock Street pavement be rehabilitated and that Boise City Canal structure #1489, which crosses under Bannock Street east of 14th Street, be replaced; and,

WHEREAS, efficiencies are achieved by allowing the Agency to design the entirety of the ACHD improvements along with the Agency's own improvements to Bannock Street and thereafter be reimbursed by ACHD for its associated design costs; and,

WHEREAS, the Agency and ACHD have determined that it is in the best public interest to enter into an Interagency Agreement, attached hereto as Exhibit A, whereby the Parties agree the Agency's design team will design the aforementioned improvements and ACHD will reimburse for its share of the cost of the work; and

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

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

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

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

Section 3: That the Executive Director of the Agency is hereby authorized to enter into the Interagency Agreement and to execute all necessary documents required to implement the actions contemplated by the Interagency Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the April 8, 2024, Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on April 8, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice Chair to the Agency Board of Commissioners on April 8, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chair

ATTEST:

BY: _____
John Stevens, Vice Chair

EXHIBIT A

INTERAGENCY AGREEMENT BETWEEN ADA COUNTY HIGHWAY DISTRICT AND CAPITAL CITY DEVELOPMENT CORPORATION FOR Design of Boise City Canal Crossing and Roadway Improvements of **Bannock Street between 16th Street and 12th Street in Boise, Idaho**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho (“ACHD”), and the Urban Renewal Agency of Boise City, Idaho, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic, that is organized and existing under the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code (“CCDC”).

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction, and authority to maintain, improve, regulate, and operate public rights-of-way in Ada County.

WHEREAS, CCDC is an urban renewal agency, a public entity, organized and existing pursuant to Idaho Code Title 50, as amended and supplemented, with the power to undertake and carry out urban renewal projects and related activities within established urban renewal districts.

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

WHEREAS, CCDC desires to add streetscaping and intersection updates to improve pedestrian and bicyclist connectivity including reconstructing curbs, gutters, sidewalks, pedestrian ramps, adding bulb-outs, and stormwater system work within downtown Boise on **Bannock Street between 16th Street and 12th Street**, also known as the CCDC Bannock Streetscape Improvements project (“CCDC PROJECT”).

WHEREAS, the existing Boise City Canal (BCC) crossing of Bannock Street between 14th Street and 13th Street is in poor condition and needs to be replaced. Therefore, the ACHD Resident Engineer has directed that this BCC crossing should be replaced with the CCDC PROJECT for efficiency and to eliminate the impacts to the CCDC PROJECT improvements. The ACHD Resident Engineer has also directed that the entire width of roads included in the CCDC PROJECT should be repaved due to overall existing pavement condition and the amount of pavement patching required for the CCDC PROJECT.

WHEREAS, the BBC crossing of Bannock St, repaving, and all other work not needed solely due to the CCDC PROJECT is henceforth called ACHD PROJECT.

WHEREAS, ACHD is the principal permittee for National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit #IDS-027561 effective February 1, 2013.

WHEREAS, the NPDES MS4 permit requires ACHD to implement and enforce a program to control stormwater runoff from all new development and redevelopment projects resulting in land disturbance, including asphalt removal or regrading, of 5,000 square feet (ft²) or more, and the use of Green Stormwater Infrastructure (GSI) can meet this Permit requirement by providing onsite stormwater management. The ACHD PROJECT is maintenance work that does not add impervious area nor impact the subbase and therefore does not require additional stormwater facilities.

WHEREAS, ACHD and the City of Boise executed a Master License Agreement on May 24, 2016, which provides a limited license to the City of Boise to regulate and control the size, placement, operation, and maintenance of green stormwater drainage facilities located within and under sidewalks and other areas adjacent to and behind the curb within the public rights-of-way for the purpose of providing safe and effective alternative stormwater drainage systems in the Greater Downtown Boise Area and to improve upon the aesthetics therein, and which limited license sets forth the purposes, powers, rights, objectives, and responsibilities of ACHD and the City of Boise relating to the green stormwater drainage facilities.

WHEREAS, CCDC has offered to design the entirety of ACHD PROJECT, provided that ACHD reimburses costs associated with that design effort.

WHEREAS, ACHD staff has reviewed and approved the design contract amendment between CCDC and its consultant for the ACHD PROJECT (Exhibit "A").

WHEREAS, an estimate of the design costs provided by CCDC will be used for the initial estimated agreement amount (Exhibit "A"). ACHD to reimburse CCDC as set forth in Section 1.c., below. The agreement scope and amount may differ from above if agreed to by both parties, as set forth in Sections 1.a and 3.b.

WHEREAS, completion of the ACHD PROJECT will extend the life of CCDC's investments in improvements.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACHD and CCDC agree as follows:

1. ACHD RESPONSIBILITIES:

- a. Receive and review design invoices from CCDC's consultant when they are submitted to ACHD by CCDC, as set forth in Section 2.b. below.

- b. Review and approve the design invoices, as part of the reimbursement requests (Section 3.a. below), to CCDC from its consultant.
- c. Provide payment to CCDC for the ACHD PROJECT portion of the design costs through invoices submitted to ACHD by CCDC that include a breakout of the ACHD PROJECT'S portion per invoice from CCDC's consultant, as set forth in Section 3.b below.

2. CCDC RESPONSIBILITIES:

- a. Provide for design of the PROJECT with the understanding all design costs for the ACHD PROJECT will be funded by ACHD.
- b. Review and approve the design invoices from CCDC's consultant. Provide payment to consultant for CCDC PROJECT in accordance with CCDC's consultant design contract.
- c. Provide design invoices identifying ACHD PROJECT costs from CCDC's consultant to ACHD within a reasonable time after they are received by CCDC; discuss with ACHD any concerns ACHD may have about the invoices, if applicable.

3. PAYMENT:

- a. CCDC shall submit invoices to ACHD for payment of design costs related to the ACHD PROJECT for each invoice CCDC receives from CCDC's consultant. These invoices shall include a breakout and background information for ACHD's portion related to the ACHD PROJECT. ACHD shall pay each invoice from CCDC within thirty (30) days of receipt. CCDC will pay CCDC's consultant the ACHD portion related to the ACHD PROJECT within thirty (30) days of receipt of ACHD's payment to CCDC.
- b. CCDC shall provide all design contract supplemental requests and information provided by CCDC's consultant to ACHD. In the occurrence of a design supplemental, ACHD and CCDC shall review the supplemental and jointly decide the percentage of responsibility of each party. In most cases ACHD would be fully or partially responsible for supplementals required for the ACHD PROJECT. ACHD shall include such supplementals as needed in the reimbursement payments to CCDC; provided, however, that if ACHD disputes or disapproves any requested payment amount, the undisputed or approved amount shall be paid, and the Parties shall exert cooperative efforts to resolve the disputed or disapproved amount as soon as practicable.

4. ADDITIONAL PROVISIONS:

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.

- b. Each of the exhibits referenced herein is incorporated into the body of this Agreement.
- c. ACHD's approval by the ACHD Project Manager will be required for any supplemental affecting the ACHD PROJECT, which may be determined by other ACHD staff or ACHD Commission approval.
- d. It is anticipated that the term of this Agreement shall expire by September 30, 2024 or whenever each party's obligations are complete, whichever is later. Neither party may terminate this Agreement without the prior written consent of the other party.
- e. CCDC hereby indemnifies and holds ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of CCDC, CCDC's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of CCDC hereunder, and including any attorney fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by CCDC hereunder, but only to the extent caused by the negligent acts or omissions of CCDC, or CCDC's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, CCDC's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution, and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.
- f. ACHD hereby indemnifies and holds CCDC harmless from and against any and all claims or actions for loss, injury, death, damages, and mechanics and other liens, arising out of the failure or neglect of ACHD, ACHD's employees, contractors, and agents, in connection with its activities under this Agreement and the exercise of any privileges or performance of any obligations of ACHD hereunder, and including any attorney fees and costs that may be incurred by CCDC in defense of such claims or actions indemnified against by ACHD hereunder, but only to the extent caused by the negligent acts or omissions of ACHD, or ACHD's employees, contractors, and agents. For claims or actions arising out of failures or neglect occurring during the term of this Agreement, ACHD's obligations pursuant to this section shall survive the termination of this Agreement. This duty to defend, indemnify, and hold harmless is subject to the limitations of Idaho law, including Article VIII, Section 4, Idaho Constitution, and Idaho Code Title 6, Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.
- g. This Agreement may not be enlarged, modified, amended, or altered except in writing signed by both of the parties hereto.
- h. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.

- i. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in said action.
- j. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- k. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.
- l. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- m. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- n. This Agreement and any exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.
- o. The promises, covenants, conditions, and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- p. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- q. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by ACHD and CCDC.
- r. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- s. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- t. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.

- u. Time shall be of the essence for all events and obligations to be performed under this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ATTEST:	ADA COUNTY HIGHWAY DISTRICT
By:	By:
Name: Bruce Wong Title: ACHD Director	Name: Alexis Pickering Title: President ACHD Board of Commissioners
ATTEST:	CAPITAL CITY DEVELOPMENT CORPORATION
By:	By:
Name: Mary Watson Title: CCDC General Counsel	Name: John Brunelle Title: Executive Director

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2024 before me, a notary public in and for said state, personally appeared ALEXIS PICKERING and BRUCE WONG, PRESIDENT of the ADA COUNTY HIGHWAY DISTRICT BOARD OF COMMISSIONERS and DIRECTOR of the ADA COUNTY HIGHWAY DISTRICT, respectively, and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said highway district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2024, before me, the undersigned, personally appeared JOHN BRUNELLE, EXECUTIVE DIRECTOR of the CAPITAL CITY DEVELOPMENT CORPORATION, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

Exhibit “A”
CCDC BANNOCK STREET IMPROVEMENTS TASK ORDER 19-003 AMENDMENT 1

March 25, 2024 *revised*

March 21, 2024 *revised*

March 15, 2024

Via E-mail: afimbel@ccdcoise.com

Ms. Amy Fimbel, CCM
Capital City Development Corp.
121 North 9th Street, Suite 501
Boise, ID 83702

Re: Bannock Street Streetscape Improvements
Boise, Idaho
Project No. 23056.000 / Task Order 19-003 Amendment 1

Dear Amy:

We are pleased to submit this proposal for extended project management, landscape architectural, and civil engineering services for Boise City Canal Crossing Design and Extended Design Schedule for the above-referenced project. Our services are based on the attached consultant's (HDR, Inc.) Task Order 19-003, and CSHQA's Fee Amendment No. 1 (*Task 03*).

SCOPE OF SERVICES

For this stage of the project, our services shall be provided in one (1) Task: Task 03 Canal Design and Extended Design Schedule.* More specifically, our services shall include the following:

Task 03 – Canal Design and Extended Design Schedule

Provide Boise City Canal Crossing Design and Extended Design Schedule services to include:

- Provide civil engineering services for new canal work.
- Provide additional project administration. Added scope of services under Amendment 1 will extend the originally assumed duration of Task Order 19-003 by four (4) additional months with a new completion date of November 11, 2024. The extended schedule is as follows:
 - 50% Canal Design / 95% Plan Submittal – May 31, 2024
 - 100% Plan Submittal – August 9, 2024
 - CM/GC Bidding Support – September – October 2024

We propose to provide Canal Design and Extended Design Schedule services on a Hourly basis not-to-exceed One Hundred Twenty-Three Thousand Five Hundred Ninety-Three and 45/100 Dollars (\$123,593.45), including Reimbursable Expenses.

***NOTE:** Upon completion of Task 03 services, the remaining design tasks will be part of future Task Order proposals to the client.

If the estimated amount above is insufficient to complete the scope of services, we will contact you for further direction.

Ms. Amy Fimbel

Page 2

March 25, 2024

<i>Summary of attached fee/cost estimates:</i>	
CSHQA, Inc.	\$5,920.00
HDR	\$117,673.45
Total Hourly Not-to-Exceed Fee for Task 03	\$123,593.45

Upon your acceptance of this proposal letter, please provide an agreement for review-execution. Commencement of the services described above will be initiated upon receipt a fully executed agreement and are based on the terms and conditions as set forth in the Provisions of the **2019-2024 On-Call Professional Services Agreement between Architect and Client executed June 10, 2019.

We appreciate this opportunity and look forward to working with you on this project. If you have questions, please do not hesitate to call.

Sincerely,



Kyle Henry, ASLA

KH:pk

Attachments: HDR's Scope of Services and cost estimates
CSHQA's Amendment No. 1



SCOPE OF SERVICES – Task Order 19-003 : Amendment 1

Project Description

Capital City Development Corporation (CCDC), in cooperation with the City of Boise and ACHD is seeking to improve the streetscape of Bannock Street between 16th and 12th Streets in Boise, ID. The streetscape improvements will be made within CCDC's Westside Urban Renewal District. The project will be developed in coordination with ACHD's Bannock Bikeway improvement project and will investigate innovative stormwater solutions with the streetscape design.

This Scope of Services (SOS) includes design development of corridor improvements.

HDR Engineering, Inc. (HDR) will lead the tasks in this scope.

All deliverables will be electronic PDF copies unless otherwise noted.

Task Order 19-003 : Amendment 1 will outline work associated with the replacement of the Boise City Canal between 14th and 13th Streets and corresponding 404 permitting.

100 PROJECT MANAGEMENT & MEETING

102 Invoicing and Progress Reports

Monthly invoices specific to this project will be developed for its duration. Progress reports will describe work completed during the previous month, deliverables submitted, and issues requiring attention by CCDC or CHSQA staff. An additional four (4) invoices and progress reports will be needed for Task Order 19-003: Amendment 1.

103 Project Team Meetings

An additional eight (8) in-person or web-based Project Team meetings. CSHQA will be responsible for providing meeting agendas and materials for review three (3) business days in advance of the meeting and providing meeting notes after each meeting. HDR will provide task specific details outlined herein for these agendas before each Project Team meeting. Project Team members will be responsible for reviewing materials and providing feedback and direction, when requested.

In addition to the meetings described above, the HDR Project Manager will communicate with Project Team members throughout the project.

Assumptions

- The project tasks covered by this scope of services will require four (4) months, starting in September 2024 and running through November 11, 2024.
- Four (4) monthly invoices, including labor and expense back-up
- Invoices will be submitted electronically (PDF) to CSHQA. Hard copies of the invoices will not be mailed.
- CCDC & CSHQA will select and invite Project Team members and project stakeholders to team meetings, potentially including representatives from the City of Boise, and ACHD.



- HDR Project Manager will attend all Project Team Meetings for a duration of one (1) hour with one-half (0.5) hour to prepare support materials for CHSQA agendas.

Deliverables

- Four (4) monthly invoice packets, including progress report, and back-up information.

200 60% DESIGN DEVELOPMENT

Not included under Task Order 19-003 : Amendment 1. Refer to section 800 for 50% and 95% Boise City Canal Crossing deliverables.

300 95% DESIGN DEVELOPMENT

HDR will incorporate plan design revisions required for the Boise City Canal Crossing under this task. The crossing structure design is included under Task 800.

301 Horizontal and Vertical Design Plans and Associated Details

HDR will revise the design of the Bannock Street corridor from 14th to 13th Streets and associated details needed for the Boise City Canal crossing. This task will incorporate revisions to the typical sections and roadway plans to include mill and inlay of the existing road prism as directed by ACHD.

Assumptions

- The Boise City Canal Crossing will run from existing manholes within the sidewalk located on the north and south side of Bannock
- ACHD will provide the required mill and inlay requirements for replacement

Deliverables

- Updated plan and profile of the proposed design along Bannock Street corridor from 14th to 13th Street
- Updated Typical Sections

302 Intersection Bulb Out Grading Design Plans

HDR will add Intersection Bulb out design details to be included with the 95% design based on comments provided at the 60% submittal. These design details will include the needed stationing, offsets and proposed elevation along the back of curb, and required sawcut locations within the street for each intersection at:

- NE & NW 16th / Bannock
- NE 15th / Bannock

Deliverables

- Intersection bulb out grading design details (2 additional sheets)

303 Stormwater Design

HDR will update and revise the proposed design of the stormwater facilities between 14th and 13th Streets along Bannock.



Assumptions

- Inlet currently connected to the Boise City Canal will be removed

Deliverables

- Updated Storm Drain and Silva Cell horizontal and vertical design plans (1 sheet)

307 City of Boise & ACHD Plan Reviews

HDR will prepare and submit for CCDC review the required documents associated with the City of Boise plan review process and the ACHD capital projects plan review. HDR will compile comments for the plans outlined in section 300 of this SOS in a Comment/Response Matrix and address provided comments. The addressed comments will be depicted on the project plans for the submittal outlined under Task Order 19-003.

Assumptions

- 50% design review comments for the Boise City Canal crossing will be included with this task
- These review and approval processes will take no more than two (2) weeks

Deliverables

- 95% Plans and documents to the ACHD as outlined under section 800 of this SOS

309 Specifications and Contractor Notes

The necessary special provisions that modify the ISPWC and ACHD Supplemental Special Provisions will be revised and updated for the 95% submittal. Contractor notes will be prepared for construction items requiring special consideration by the Contractor and will be included in the specifications.

Assumptions

- Bridge and Roadway Specifications and Special Provisions will be consolidated

Deliverables

- Revised Specifications and Special Provisions
- Revised Contractor Notes

310 Opinion of Probable Construction Cost

HDR will remove hours associated with this task as outlined under Task Order 19-003.

Assumptions

- Opinion of Probable Construction Cost will be developed by the selected CM/GC.

Deliverables

- N/A

311 Design Submittal

The Boise City Canal Crossing 50% submittal will be incorporated as outlined under section 800 of this SOS into the 95% submittal as outlined under Task Order 19-003.



400 99% DESIGN DEVELOPMENT

410 Opinion of Probable Construction Cost

HDR will remove hours associated with this task as outlined under Task Order 19-003.

Assumptions

- Opinion of Probable Construction Cost will be developed by the selected CM/GC.

Deliverables

- N/A

500 100% DESIGN DEVELOPMENT

Based on the approved 95% and 99% design, programming, comments, and site analysis as outlined under Task Order 19-003, HDR will create the 100% submittal Design Development plans. HDR will address comments received resulting from the 95% and 99% design development submittal and incorporate the 50% comments received for the Boise City Canal crossing.

501 100% Design Submittal

HDR will address comments received resulting from the 95% and 99% design development submittal.

Deliverables

- Finalized plans addressing comments received outlined under Section 400 per Task Order 19-003.
- A finalized, consolidated comment Matrix addressing comments resulting from the 99% design development submittal – Comments received from CCDC and CSHQA

Assumptions

- The 100% plan submittal will be per Task Order 19-003.
- The 100% specifications, special provisions, and contractor notes submittal will be per Task Order 19-003.
- Additional revisions beyond the 100% submitted plans are to be conducted under a supplemental SOS.

600 SIGNAL DESIGN CONTINGENCY

601 Signal Design

HDR will review the signal design to determine signal pole placement such that conversion from a one-way to a two-way roadway network can be accommodated in the future at the signalized intersections of 16th / Bannock and 15th / Bannock.

Assumptions

- Pole foundation locations and mast arms will be designed to accommodate the one-way to two-way street conversion



- Street network layout will be reviewed and coordinated with CCDC to determine best fit for future two-way street conversion assumptions

Deliverables

- As outlined under Task Order 19-003.

700 ENVIRONMENTAL

A Clean Water Act (CWA) Section 404 Permit and an Idaho Department of Water Resources (IDWR) Stream Alteration Permit will be required for the Boise City Canal replacement. No other environmental services are included in this SOS.

701 Joint Application CWA Section 404 Nationwide Permit/IDWR Stream Alteration Permit

HDR will prepare and coordinate securing a CWA Nationwide Permit (NWP) and an IDWR Stream Alteration Permit to support the canal crossing replacement structure. To support the two permits, HDR will develop a Joint Permit Application (JPA) to be submitted to the USACE and IDWR concurrently. An aquatic resource delineation report has not been prepared for this project because the Boise Canal is buried underground in the project vicinity. The ordinary high-water mark (OHWM) is assumed to be equal to the width of the canal structure. A survey has been completed for the canal and will be used to determine the OHWM.

The required information for the notification includes:

- Permittee name and address
- Project location and map
- Project description
- Information on impacts to aquatic resources
- Evaluation of how project has been designed to avoid and minimize impacts to aquatic resources
- List of T&E species and potential project impacts
- Description of historic resources and potential project impacts
- Maps and plans showing project design and impacts to wetlands and waters of the US

HDR will develop a draft application for CCDC and ACHD review and comment. Following receipt and resolution of comments from CCDC and ACHD, the notification will be submitted to the USACE and IDWR and submit the application at least 90 days prior to construction. IDWR requires a \$20.00 filing fee for the Stream Alteration Permit. HDR will pay the fee upon submission to IDWR.

Assumptions

- The project activities meet the general and regional conditions for an NWP
- There will be no effect to Endangered Species Act (ESA) listed species
- There will be no effect to historic or archeological resources
- Project activities will not require wetland or stream mitigation under CWA Section 404



- Joint Permit Application review times are assumed to be nonconcurrent and as follows:
 - ACHD; 14 calendar days in coordination with the 95% design submittal
 - USACE; 60-90 calendar days – post ACHD 95% review comments received

Deliverables

- Draft pre-construction notification
- Final pre-construction notification

800 STRUCTURES – BOISE CITY CANAL CROSSING

HDR will design a box culvert type structure that will convey flow from the Boise City Canal and cross beneath Bannock Street, between 13th St. & 14th Streets in downtown Boise.

Key Understandings:

- The opening size will be determined by matching the existing inside dimensions. No hydraulic analysis will be required or performed.
- The new structure will tie into the existing structure between the existing manholes. The existing manholes will not be replaced as part of this project.
- Both lanes of Bannock Street will be closed for the duration of construction. Staged construction will not be required.
- For estimation purposes, the structure will be a cast-in-place concrete “U-shaped” box culvert for the bottom slab and walls with a precast concrete top slab.
- The existing geotechnical report will serve as information used for design.
- The structure will be designed in accordance with the following manuals at the time Notice to Proceed is issued: AASHTO LRFD (Load and Resistance Factor Design) Bridge Design Specifications, and the ITD Bridge Design LRFD Manual.
- The plans and bid items will be in accordance with the Idaho Standards for Public Works Construction (ISPWC), 2017 Edition.
- Autodesk will be used to prepare all CAD drawings and construction plans, following ACHD CAD standards. Plans will be on 11”x17” sheets.

801 50% Structures Design

HDR will develop 50% structures plans. Plans and calculations will be checked by an independent engineer at HDR.

The 50% Plans will include:

Structure Plans	Number of Sheets
Bridge Layout & General Notes	1
Bridge Details	3
Precast Slab Details	1
Total 50% Structure Plans:	5



Assumptions

- 50% Structure plans will be submitted with the 95% Roadway plans
- No more than one (1) submittal for the 50% plans will be required. Comments received will be incorporated into the 95% plans

Deliverables

- 50% Structures Plans, 11x17 (PDF), as listed above

802 95% Structures Design

95% structure design calculations and plans will be prepared based on the approved 50% Plans. The structure design calculations and plans will be finalized in accordance with the ITD Bridge Design LRFD Manual.

Structure special provisions, quantities, will be completed for the structures and included in the project final design documents. Documents will be reviewed by an independent engineer at HDR.

The 95% Plans will include:

Structure Plans	Number of Sheets
Bridge Layout & General Notes	1
Bridge Details	3
Precast Slab Details	1
Reinforcement Details	1
Total 95% Structure Plans:	6

Assumptions

- 95% Structures plans will be submitted with the 100% Roadway plans
- Comments received from the 50% bridge submittal will be incorporated into the 95% plans
- 95% structures will be used for 100% Issue for Construction Drawings if no comments are received
- Dewatering will not be included in the plan design submittal. A dewatering and bypass pumping plan will be required by the contractor for submittal and approval to ACHD.
- Additional comments provide beyond the 95% submittal are not included in this SOS

Deliverables

- 95% Structures Plans, 11x17 (PDF), as listed above
- Final Design Calculations, signed and sealed (PDF)
- Checked Design Calculations, signed and sealed (PDF)



803 Specifications

HDR will prepare Contractor Notes and special provisions and modifications to ISPWC standard and supplemental specifications as applicable to the project.

Assumptions

- Specifications will be based on the ISPWC 2017 Standard Specifications for Highway Construction
- Up to two (2) special provisions will be written for specific project needs

Deliverables

- Final Specifications package

804 95% Quality Control Check

HDR will provide an independent review of the 95% Plans and documents by a qualified senior level staff member. A QC review form will be completed and placed in the project file.

Deliverables

- QA/QC coversheet, if requested (PDF)

HDR Engineering, Inc.

Bannock Street - 16th to 12th Streetscape Improvement Project

		SUBTOTAL HDR ONLY														
		Transportation Engineer/Quality Control	Project Manager/Traffic and Planning Section Manager	Drainage Engineer	Roadway Engineer	Traffic PE	CADD/BIM	Traffic / Roadway EIT	Enviro Scientist	Senior Environmental	Bridge QC	Senior Bridge Engineer	Bridge Engineer	Bridge CADD	Accountant	
		Cameron	Pierson	Focht	Mauron Ghane	Brett	Healey	Matt B	Katie K	Corrie	Pete	Nick	Kris W	Elise P	Alesha	
100	PROJECT MANAGEMENT & MEETINGS	26	0	18	0	0	0	0	0	0	0	0	0	0	8	
102	Invoicing and Progress Reports	14		6											8	
103	Project Team Meetings	12		12												
200	60% DESIGN DEVELOPMENT - Not Included															
300	95% DESIGN DEVELOPMENT	107	5	16	18	29	1	24	-6	0	0	2	10	6	2	0
301	Horizontal and Vertical Design Plans and Associated Details	38	2	4	8	12		8	4							
302	Intersection Bulb Out Grading Design Plans	25	1	4		12		4	4							
303	Stormwater Design	25	1	4	8	4		8	0							
307	City of Boise & ACHD Plan Reviews	20		2	4	4		2				4	4			
309	Specifications and Contractor Notes	11	1	4							2	4				
310	Opinion of Probable Construction Cost	-28		-4	-4	-4			-16							
311	Design Submittal	7		1				2	2						2	
312	Design Review Meeting	9		1	2	1	1					2	2			
400	99% DESIGN DEVELOPMENT	-8	0	-1	-1	-1	0	0	-5	0	0	0	0	0	0	0
410	Opinion of Probable Construction Cost	-8	0	-1	-1	-1			-5							
500	100% DESIGN DEVELOPMENT	14	2	4	2	2	0	4	0	0	0	0	0	0	0	0
501	100% Design Submittal	14	2	4	2	2		4								
600	SIGNAL DESIGN CONTINGENCY	26	2	4	0	0	4	8	8	0	0	0	0	0	0	0
601	Signal Design	26	2	4			4	8	8							
700	ENVIRONMENTAL	138	2	6	16	0	0	30	40	32	12	0	0	0	0	0
701	Joint App CWA Section 404 NWP/IDWR Stream Alteration Permit	138	2	6	16			30	40	32	12					
800	STRUCTURES - Boise City Canal Crossing	393	0	18	0	0	0	0	0	0	0	20	100	141	114	0
801	60% Structure Plans	164		12								8	36	46	62	
802	95% Structure Plans	198		6									58	90	44	
803	95% Quality Control Check	31										12	6	5	8	
Total:		696.0	11.0	65.0	35.0	30.0	5.0	66.0	37.0	32.0	12.0	22.0	110.0	147.0	116.0	8.0
Total Check:		696.0	11.0	65.0	35.0	30.0	5.0	66.0	37.0	32.0	12.0	22.0	110.0	147.0	116.0	8.0
Sub-Consultant Totals:																
Percent of HDR Sub-Total:			1.6%	9.3%	5.0%	4.3%	0.7%	9.5%	5.3%	4.6%	1.7%	3.2%	15.8%	21.1%	16.7%	1.1%

CONSULTANT NAME: HDR Engineering, Inc.
PROJECT NAME: Bannock Street - 16th to 12th Streetscape Improvement Project
PROJECT NO.: 23056

DESIGN

A. SUMMARY ESTIMATED PERSON-DAY COSTS

	Days	Hours	@	Cost	=	Labor
1 Transportation Engineer/Quality Control	1.38 =	11	@	\$265.00	=	\$2,915.00
2 Project Manager/Traffic and Planning Section	8.13 =	65	@	\$236.00	=	\$15,340.00
3 Drainage Engineer	4.38 =	35	@	\$152.00	=	\$5,320.00
4 Roadway Engineer	3.75 =	30	@	\$216.00	=	\$6,480.00
5 Traffic PE	0.63 =	5	@	\$176.00	=	\$880.00
6 CADD/BIM	8.25 =	66	@	\$119.00	=	\$7,854.00
7 Traffic / Roadway EIT	4.63 =	37	@	\$116.00	=	\$4,292.00
8 Enviro Scientist	4.00 =	32	@	\$116.00	=	\$3,712.00
9 Senior Environmental	1.50 =	12	@	\$177.00	=	\$2,124.00
10 Bridge QC	2.75 =	22	@	\$237.00	=	\$5,214.00
11 Senior Bridge Engineer	13.75 =	110	@	\$232.00	=	\$25,520.00
12 Bridge Engineer	18.38 =	147	@	\$165.00	=	\$24,255.00
13 Bridge CADD	14.50 =	116	@	\$110.00	=	\$12,760.00
14 Accountant	1.00 =	8	@	\$120.00	=	\$960.00
	86.00	696.00		TOTAL LABOR COST =	=	\$117,626.00

B. OUT-OF-POCKET EXPENSES

Item	No.	per	@	Cost	=	Total
Printing (8.5x11)	10	sheet	@	\$0.05	=	\$0.50
Printing (8.5x11 Color)	10	sheet	@	\$0.16	=	\$1.60
Printing (11x17)	15	sheet	@	\$0.10	=	\$1.50
Printing (11x17 Color)	15	sheet	@	\$0.32	=	\$4.80
Roll Plot - Color	10	square foot	@	\$0.90	=	\$9.00
IDWR Permit Fee	1	ea	@	\$20.00	=	\$20.00
Mileage	15	mile	@	\$0.670	=	\$10.05

HDR TOTAL ESTIMATED EXPENSE* = \$47.45

SSA - Task 03 TOTAL	=	\$117,673.45
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March 21, 2024 *revised*
March 15, 2024

PROJECT NAME: Bannock Street - 16th to 12th Streetscape Improvement Project

PROJECT No.: 23056.000

AMENDMENT No. 1

Scope of Service	Hours	Rate	Fee
Landscape Architect	32	\$158.00	\$5,056.00
Project Administration Schedule Extension: Accounting-Invoicing	8	\$108.00	\$864.00
Total Fee			\$5,972.00



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AGENDA BILL

Agenda Subject: Consider Resolution 1868: Bannock Street Streetscape Improvements Project, 12th St to 16th St. Amendment 1 to Task Order 19-003 for Professional Design Services with CSHQA, Inc.		Date: April 8, 2024
Staff Contact: Amy Fimbel, Sr. Project Manager	Attachments: A. Resolution 1868 B. Amendment 1 to Task Order 19-003	
Action Requested: Adopt Resolution 1868 approving and authorizing the execution of Amendment 1 to Task Order 19-003 for Professional Design Services with CSHQA, Inc., on the Bannock Street Streetscape Improvements Project, 12th St to 16th St.		

Fiscal Notes:

Task Order 19-003 total not-to-exceed amount of \$404,575 is amended by Resolution 1868 to the amount of \$528,168. The project’s FY2024 approved budget sufficiently funds the amended task order.

Background:

In 2023, CCDC began the Bannock Street Streetscape Improvements Project to update streetscapes and improve mobility and safety along Bannock Street between 12th and 16th Streets. The project’s purpose is to create a more active and accessible urban environment for all modes of travel. ACHD is concurrently developing the [Bannock Street Neighborhood Concept](#) design—which has similar objectives—and plans for bicycle and pedestrian improvements from 29th Street to Avenue C. At the outset of these two projects, CCDC and ACHD began coordinating planning efforts of the overlapping project areas.

In March 2023, CCDC completed its RFQ process for a professional design team. An evaluation panel reviewed proposals and selected CSHQA, Inc. as the Design Professional of Record for the project. Resolution 1825 approved CSHQA as Landscape Architect of Record and approved Task Order 19-003 for preliminary and final design activities, additional stakeholder and public outreach, preparation of final bidding documents and providing assistance during bidding.

During preliminary design, ACHD proposed an interagency cost share agreement that includes pavement rehabilitation and the replacement of Boise City Canal structure #1489 which crosses under Bannock Street east of 14th Street. Per the cost share agreement, CCDC will conduct the work and ACHD will reimburse for the design and construction costs. Amendment 1 to Task Order 19-003 includes professional services for plan revisions showing the pavement rehabilitation, additional structural plan sheets detailing the canal crossing replacement, and additional design

team coordination meetings during the extended duration. The interagency agreement, Resolution 1867, is also presented to the Board at the April 8 meeting.

Staff Recommendation:

Adopt Resolution 1868 approving and authorizing the execution of Amendment 1 to Task Order 19-003 for Professional Design Services with CSHQA, Inc., on the Bannock Street Streetscape Improvements Project, 12th St to 16th St.

Suggested Motion:

I move to adopt Resolution 1868 approving and authorizing the execution of Amendment 1 to Task Order 19-003 for Professional Design Services with CSHQA, Inc., on the Bannock Street Streetscape Improvements Project, 12th St to 16th St.

RESOLUTION NO. 1868

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 1 TO TASK ORDER 19-003 WITH CSHQA, INC. FOR COMPLETION OF PRELIMINARY AND FINAL DESIGN, ADDITIONAL STAKEHOLDER AND PUBLIC OUTREACH, FINALIZED CONSTRUCTION DOCUMENTS, AND BIDDING SUPPORT SERVICES FOR THE BANNOCK STREET STREETScape IMPROVEMENTS PROJECT (12TH TO 16TH STREET); AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER 19-003 AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the Agency Board adopted Resolution 1825 on July 10, 2023, approving CSHQA, Inc. as the Landscape Architect of Record for the Bannock Street Streetscape Improvements Project (the "Project") and authorizing Task Order 19-003 for final design services with a scope of work involving preliminary and final design work, completion of additional stakeholder and public outreach, preparation of final bidding documents, and assistance during bidding for the Project; and,

WHEREAS, the Project will be built in cooperation with the Ada County Highway District within the public rights-of-way; and,

WHEREAS, during preliminary design, the Ada County Highway District requested that the Agency include in the Project pavement rehabilitation and the replacement of a Boise City Canal structure; and,

WHEREAS, CSHQA, Inc. submitted a proposal to the Agency for the additional work required for plan revisions to include the pavement rehabilitation, additional structural plan sheets detailing the canal crossing replacement, and additional design team coordination meetings; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is Amendment No. 1 to Task Order 19-003 and exhibits thereto ("Agreement") with CSHQA, Inc.; and,

WHEREAS, the Agency Board finds it in the best public interest to approve Amendment No. 1 to Task Order 19-003 with CSHQA, Inc. and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Amendment No. 1 to Task Order 19-003 with CSHQA, Inc. attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 1 to Task Order 19-003 with CSHQA, Inc. for an amount not to exceed ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS (\$123,593), bringing the combined total for Task Order 19-003 to FIVE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS (\$528,168), and further, is hereby authorized to execute all necessary documents required to implement Amendment No. 1 to Task Order 19-003, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is authorized to expend funds for the professional services detailed in Amendment No. 1 to Task Order 19-003.

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 April 8, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice Chair to the Agency Board of Commissioners on April 8, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair



CSHQA, INC.
2019-2024 ON-CALL PROFESSIONAL SERVICES AGREEMENT

**TASK ORDER 19-003
Amendment 1**

*CONSULTANT: Use the Project Name and **PO# 230073** number on all project-related invoices.*

**PROJECT NAME: Bannock Street Streetscape Improvements (12th to 16th Streets) –
Pubic Outreach, Final Design, Permitting, Construction Documents and Bidding
Assistance**

ORIGINAL TASK ORDER DATE: July 10, 2023
Original Task Order Amount: \$404,575
Amendment No. 1 Amount: \$123,593

New Task Order Amount: \$528,168

TASK ORDER AMENDMENT NO. 1 DATE: _____

Task Order #19-003 is hereby amended as set forth in this Amendment No. 1. All other terms and conditions of Task Order #19-003 dated July 10, 2023 remain in full force and effect.

1. SECTION 3: SERVICES TO BE PERFORMED

CCDC is requesting CONSULTANT to provide additional services on the Bannock Street Streetscape project. During preliminary design, Ada County Highway District requested that CCDC include in their project scope pavement rehabilitation consisting of a 2” mill and asphalt inlay and the replacement of Boise City Canal structure #1489, which crosses Bannock Street east of 14th Street. The additional services include plan revisions showing the pavement rehabilitation, additional structural plan sheets detailing the canal crossing replacement, and additional design team coordination meetings during the extended duration as further described in CONSULTANT’s proposal dated March 25, 2024, attached hereto as **Exhibit A**.

2. SECTION 5: COST; INVOICES

By this Amendment No. 1, CCDC is approving an increase of **ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS (\$123,593)** for a new Task Order total amount of **FIVE HUNDRED TWENTY-EIGHT THOUSAND ONE**

HUNDRED SIXTY-EIGHT DOLLARS (\$528,168). The Scope of Work, specific tasks and costs associated are further outlined in **Exhibit A**.

3. SECTION 6: SCHEDULE

The project milestones are hereby updated for the additional time needed to accommodate plan revisions.

50% Canal Design 95% Plan Submittal	May 31, 2024
100% Plan Submittal	August 9, 2024
CM/GC Bidding Support Services	October 2024

4. SECTION 7: DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall provide CCDC with the additional work products and services as described in **Exhibit A**.

5. CONTRACT TERMS

Terms of the 2019-2024 On-Call Professional Services Agreement shall apply to the services performed and work products created under this Amendment 1 to Task Order# 19-003.

End of Amendment 1 to Task Order #19-003

Signatures appear on the following page.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment No. 1 as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT
CSHQA, Inc.

John Brunelle, Executive Director

Jonathan Bigham, Chief Operations Officer



Date: _____

Date: 3/28/2024 10:10 AM
3/28/2024 10:10 AM

EXHIBITS

A: Consultant's proposal dated March 25, 2024 (15 pages)

Budget Info / For Office Use	
Fund/District	303
Account	6250
Activity Code	23031
PO #	230073
Completion Date	November 2024

March 25, 2024 *revised*
March 21, 2024 *revised*
March 15, 2024

Via E-mail: afimbel@ccdcoise.com

Ms. Amy Fimbel, CCM
Capital City Development Corp.
121 North 9th Street, Suite 501
Boise, ID 83702

Re: Bannock Street Streetscape Improvements
Boise, Idaho
Project No. 23056.000 / Task Order 19-003 Amendment 1

Dear Amy:

We are pleased to submit this proposal for extended project management, landscape architectural, and civil engineering services for Boise City Canal Crossing Design and Extended Design Schedule for the above-referenced project. Our services are based on the attached consultant's (HDR, Inc.) Task Order 19-003, and CSHQA's Fee Amendment No. 1 (*Task 03*).

SCOPE OF SERVICES

For this stage of the project, our services shall be provided in one (1) Task: Task 03 Canal Design and Extended Design Schedule.* More specifically, our services shall include the following:

Task 03 – Canal Design and Extended Design Schedule

Provide Boise City Canal Crossing Design and Extended Design Schedule services to include:

- Provide civil engineering services for new canal work.
- Provide additional project administration. Added scope of services under Amendment 1 will extend the originally assumed duration of Task Order 19-003 by four (4) additional months with a new completion date of November 11, 2024. The extended schedule is as follows:
 - 50% Canal Design / 95% Plan Submittal – May 31, 2024
 - 100% Plan Submittal – August 9, 2024
 - CM/GC Bidding Support – September – October 2024

We propose to provide Canal Design and Extended Design Schedule services on a Hourly basis not-to-exceed One Hundred Twenty-Three Thousand Five Hundred Ninety-Three and 45/100 Dollars (\$123,593.45), including Reimbursable Expenses.

***NOTE:** Upon completion of Task 03 services, the remaining design tasks will be part of future Task Order proposals to the client.

If the estimated amount above is insufficient to complete the scope of services, we will contact you for further direction.

Ms. Amy Fimbel

Page 2

March 25, 2024

<i>Summary of attached fee/cost estimates:</i>	
CSHQA, Inc.	\$5,920.00
HDR	\$117,673.45
Total Hourly Not-to-Exceed Fee for Task 03	\$123,593.45

Upon your acceptance of this proposal letter, please provide an agreement for review-execution. Commencement of the services described above will be initiated upon receipt a fully executed agreement and are based on the terms and conditions as set forth in the Provisions of the **2019-2024 On-Call Professional Services Agreement between Architect and Client executed June 10, 2019.

We appreciate this opportunity and look forward to working with you on this project. If you have questions, please do not hesitate to call.

Sincerely,



Kyle Henry, ASLA

KH:pk

Attachments: HDR's Scope of Services and cost estimates
CSHQA's Amendment No. 1



SCOPE OF SERVICES – Task Order 19-003 : Amendment 1

Project Description

Capital City Development Corporation (CCDC), in cooperation with the City of Boise and ACHD is seeking to improve the streetscape of Bannock Street between 16th and 12th Streets in Boise, ID. The streetscape improvements will be made within CCDC's Westside Urban Renewal District. The project will be developed in coordination with ACHD's Bannock Bikeway improvement project and will investigate innovative stormwater solutions with the streetscape design.

This Scope of Services (SOS) includes design development of corridor improvements.

HDR Engineering, Inc. (HDR) will lead the tasks in this scope.

All deliverables will be electronic PDF copies unless otherwise noted.

Task Order 19-003 : Amendment 1 will outline work associated with the replacement of the Boise City Canal between 14th and 13th Streets and corresponding 404 permitting.

100 PROJECT MANAGEMENT & MEETING

102 Invoicing and Progress Reports

Monthly invoices specific to this project will be developed for its duration. Progress reports will describe work completed during the previous month, deliverables submitted, and issues requiring attention by CCDC or CHSQA staff. An additional four (4) invoices and progress reports will be needed for Task Order 19-003: Amendment 1.

103 Project Team Meetings

An additional eight (8) in-person or web-based Project Team meetings. CSHQA will be responsible for providing meeting agendas and materials for review three (3) business days in advance of the meeting and providing meeting notes after each meeting. HDR will provide task specific details outlined herein for these agendas before each Project Team meeting. Project Team members will be responsible for reviewing materials and providing feedback and direction, when requested.

In addition to the meetings described above, the HDR Project Manager will communicate with Project Team members throughout the project.

Assumptions

- The project tasks covered by this scope of services will require four (4) months, starting in September 2024 and running through November 11, 2024.
- Four (4) monthly invoices, including labor and expense back-up
- Invoices will be submitted electronically (PDF) to CSHQA. Hard copies of the invoices will not be mailed.
- CCDC & CSHQA will select and invite Project Team members and project stakeholders to team meetings, potentially including representatives from the City of Boise, and ACHD.



- HDR Project Manager will attend all Project Team Meetings for a duration of one (1) hour with one-half (0.5) hour to prepare support materials for CHSQA agendas.

Deliverables

- Four (4) monthly invoice packets, including progress report, and back-up information.

200 60% DESIGN DEVELOPMENT

Not included under Task Order 19-003 : Amendment 1. Refer to section 800 for 50% and 95% Boise City Canal Crossing deliverables.

300 95% DESIGN DEVELOPMENT

HDR will incorporate plan design revisions required for the Boise City Canal Crossing under this task. The crossing structure design is included under Task 800.

301 Horizontal and Vertical Design Plans and Associated Details

HDR will revise the design of the Bannock Street corridor from 14th to 13th Streets and associated details needed for the Boise City Canal crossing. This task will incorporate revisions to the typical sections and roadway plans to include mill and inlay of the existing road prism as directed by ACHD.

Assumptions

- The Boise City Canal Crossing will run from existing manholes within the sidewalk located on the north and south side of Bannock
- ACHD will provide the required mill and inlay requirements for replacement

Deliverables

- Updated plan and profile of the proposed design along Bannock Street corridor from 14th to 13th Street
- Updated Typical Sections

302 Intersection Bulb Out Grading Design Plans

HDR will add Intersection Bulb out design details to be included with the 95% design based on comments provided at the 60% submittal. These design details will include the needed stationing, offsets and proposed elevation along the back of curb, and required sawcut locations within the street for each intersection at:

- NE & NW 16th / Bannock
- NE 15th / Bannock

Deliverables

- Intersection bulb out grading design details (2 additional sheets)

303 Stormwater Design

HDR will update and revise the proposed design of the stormwater facilities between 14th and 13th Streets along Bannock.



Assumptions

- Inlet currently connected to the Boise City Canal will be removed

Deliverables

- Updated Storm Drain and Silva Cell horizontal and vertical design plans (1 sheet)

307 City of Boise & ACHD Plan Reviews

HDR will prepare and submit for CCDC review the required documents associated with the City of Boise plan review process and the ACHD capital projects plan review. HDR will compile comments for the plans outlined in section 300 of this SOS in a Comment/Response Matrix and address provided comments. The addressed comments will be depicted on the project plans for the submittal outlined under Task Order 19-003.

Assumptions

- 50% design review comments for the Boise City Canal crossing will be included with this task
- These review and approval processes will take no more than two (2) weeks

Deliverables

- 95% Plans and documents to the ACHD as outlined under section 800 of this SOS

309 Specifications and Contractor Notes

The necessary special provisions that modify the ISPWC and ACHD Supplemental Special Provisions will be revised and updated for the 95% submittal. Contractor notes will be prepared for construction items requiring special consideration by the Contractor and will be included in the specifications.

Assumptions

- Bridge and Roadway Specifications and Special Provisions will be consolidated

Deliverables

- Revised Specifications and Special Provisions
- Revised Contractor Notes

310 Opinion of Probable Construction Cost

HDR will remove hours associated with this task as outlined under Task Order 19-003.

Assumptions

- Opinion of Probable Construction Cost will be developed by the selected CM/GC.

Deliverables

- N/A

311 Design Submittal

The Boise City Canal Crossing 50% submittal will be incorporated as outlined under section 800 of this SOS into the 95% submittal as outlined under Task Order 19-003.



400 99% DESIGN DEVELOPMENT

410 Opinion of Probable Construction Cost

HDR will remove hours associated with this task as outlined under Task Order 19-003.

Assumptions

- Opinion of Probable Construction Cost will be developed by the selected CM/GC.

Deliverables

- N/A

500 100% DESIGN DEVELOPMENT

Based on the approved 95% and 99% design, programming, comments, and site analysis as outlined under Task Order 19-003, HDR will create the 100% submittal Design Development plans. HDR will address comments received resulting from the 95% and 99% design development submittal and incorporate the 50% comments received for the Boise City Canal crossing.

501 100% Design Submittal

HDR will address comments received resulting from the 95% and 99% design development submittal.

Deliverables

- Finalized plans addressing comments received outlined under Section 400 per Task Order 19-003.
- A finalized, consolidated comment Matrix addressing comments resulting from the 99% design development submittal – Comments received from CCDC and CSHQA

Assumptions

- The 100% plan submittal will be per Task Order 19-003.
- The 100% specifications, special provisions, and contractor notes submittal will be per Task Order 19-003.
- Additional revisions beyond the 100% submitted plans are to be conducted under a supplemental SOS.

600 SIGNAL DESIGN CONTINGENCY

601 Signal Design

HDR will review the signal design to determine signal pole placement such that conversion from a one-way to a two-way roadway network can be accommodated in the future at the signalized intersections of 16th / Bannock and 15th / Bannock.

Assumptions

- Pole foundation locations and mast arms will be designed to accommodate the one-way to two-way street conversion



- Street network layout will be reviewed and coordinated with CCDC to determine best fit for future two-way street conversion assumptions

Deliverables

- As outlined under Task Order 19-003.

700 ENVIRONMENTAL

A Clean Water Act (CWA) Section 404 Permit and an Idaho Department of Water Resources (IDWR) Stream Alteration Permit will be required for the Boise City Canal replacement. No other environmental services are included in this SOS.

701 Joint Application CWA Section 404 Nationwide Permit/IDWR Stream Alteration Permit

HDR will prepare and coordinate securing a CWA Nationwide Permit (NWP) and an IDWR Stream Alteration Permit to support the canal crossing replacement structure. To support the two permits, HDR will develop a Joint Permit Application (JPA) to be submitted to the USACE and IDWR concurrently. An aquatic resource delineation report has not been prepared for this project because the Boise Canal is buried underground in the project vicinity. The ordinary high-water mark (OHWM) is assumed to be equal to the width of the canal structure. A survey has been completed for the canal and will be used to determine the OHWM.

The required information for the notification includes:

- Permittee name and address
- Project location and map
- Project description
- Information on impacts to aquatic resources
- Evaluation of how project has been designed to avoid and minimize impacts to aquatic resources
- List of T&E species and potential project impacts
- Description of historic resources and potential project impacts
- Maps and plans showing project design and impacts to wetlands and waters of the US

HDR will develop a draft application for CCDC and ACHD review and comment. Following receipt and resolution of comments from CCDC and ACHD, the notification will be submitted to the USACE and IDWR and submit the application at least 90 days prior to construction. IDWR requires a \$20.00 filing fee for the Stream Alteration Permit. HDR will pay the fee upon submission to IDWR.

Assumptions

- The project activities meet the general and regional conditions for an NWP
- There will be no effect to Endangered Species Act (ESA) listed species
- There will be no effect to historic or archeological resources
- Project activities will not require wetland or stream mitigation under CWA Section 404



- Joint Permit Application review times are assumed to be nonconcurrent and as follows:
 - ACHD; 14 calendar days in coordination with the 95% design submittal
 - USACE; 60-90 calendar days – post ACHD 95% review comments received

Deliverables

- Draft pre-construction notification
- Final pre-construction notification

800 STRUCTURES – BOISE CITY CANAL CROSSING

HDR will design a box culvert type structure that will convey flow from the Boise City Canal and cross beneath Bannock Street, between 13th St. & 14th Streets in downtown Boise.

Key Understandings:

- The opening size will be determined by matching the existing inside dimensions. No hydraulic analysis will be required or performed.
- The new structure will tie into the existing structure between the existing manholes. The existing manholes will not be replaced as part of this project.
- Both lanes of Bannock Street will be closed for the duration of construction. Staged construction will not be required.
- For estimation purposes, the structure will be a cast-in-place concrete “U-shaped” box culvert for the bottom slab and walls with a precast concrete top slab.
- The existing geotechnical report will serve as information used for design.
- The structure will be designed in accordance with the following manuals at the time Notice to Proceed is issued: AASHTO LRFD (Load and Resistance Factor Design) Bridge Design Specifications, and the ITD Bridge Design LRFD Manual.
- The plans and bid items will be in accordance with the Idaho Standards for Public Works Construction (ISPWC), 2017 Edition.
- Autodesk will be used to prepare all CAD drawings and construction plans, following ACHD CAD standards. Plans will be on 11”x17” sheets.

801 50% Structures Design

HDR will develop 50% structures plans. Plans and calculations will be checked by an independent engineer at HDR.

The 50% Plans will include:

Structure Plans	Number of Sheets
Bridge Layout & General Notes	1
Bridge Details	3
Precast Slab Details	1
Total 50% Structure Plans:	5



Assumptions

- 50% Structure plans will be submitted with the 95% Roadway plans
- No more than one (1) submittal for the 50% plans will be required. Comments received will be incorporated into the 95% plans

Deliverables

- 50% Structures Plans, 11x17 (PDF), as listed above

802 95% Structures Design

95% structure design calculations and plans will be prepared based on the approved 50% Plans. The structure design calculations and plans will be finalized in accordance with the ITD Bridge Design LRFD Manual.

Structure special provisions, quantities, will be completed for the structures and included in the project final design documents. Documents will be reviewed by an independent engineer at HDR.

The 95% Plans will include:

Structure Plans	Number of Sheets
Bridge Layout & General Notes	1
Bridge Details	3
Precast Slab Details	1
Reinforcement Details	1
Total 95% Structure Plans:	6

Assumptions

- 95% Structures plans will be submitted with the 100% Roadway plans
- Comments received from the 50% bridge submittal will be incorporated into the 95% plans
- 95% structures will be used for 100% Issue for Construction Drawings if no comments are received
- Dewatering will not be included in the plan design submittal. A dewatering and bypass pumping plan will be required by the contractor for submittal and approval to ACHD.
- Additional comments provide beyond the 95% submittal are not included in this SOS

Deliverables

- 95% Structures Plans, 11x17 (PDF), as listed above
- Final Design Calculations, signed and sealed (PDF)
- Checked Design Calculations, signed and sealed (PDF)



803 Specifications

HDR will prepare Contractor Notes and special provisions and modifications to ISPWC standard and supplemental specifications as applicable to the project.

Assumptions

- Specifications will be based on the ISPWC 2017 Standard Specifications for Highway Construction
- Up to two (2) special provisions will be written for specific project needs

Deliverables

- Final Specifications package

804 95% Quality Control Check

HDR will provide an independent review of the 95% Plans and documents by a qualified senior level staff member. A QC review form will be completed and placed in the project file.

Deliverables

- QA/QC coversheet, if requested (PDF)

HDR Engineering, Inc.

Bannock Street - 16th to 12th Streetscape Improvement Project

		SUBTOTAL HDR ONLY														
		Transportation Engineer/Quality Control	Project Manager/Traffic and Planning Section Manager	Drainage Engineer	Roadway Engineer	Traffic PE	CADD/BIM	Traffic / Roadway EIT	Enviro Scientist	Senior Environmental	Bridge QC	Senior Bridge Engineer	Bridge Engineer	Bridge CADD	Accountant	
		Cameron	Pierson	Focht	Mauron Ghane	Brett	Healey	Matt B	Katie K	Corrie	Pete	Nick	Kris W	Elise P	Alesha	
100	PROJECT MANAGEMENT & MEETINGS	26	0	18	0	0	0	0	0	0	0	0	0	0	8	
102	Invoicing and Progress Reports	14		6											8	
103	Project Team Meetings	12		12												
200	60% DESIGN DEVELOPMENT - Not Included															
300	95% DESIGN DEVELOPMENT	107	5	16	18	29	1	24	-6	0	0	2	10	6	2	0
301	Horizontal and Vertical Design Plans and Associated Details	38	2	4	8	12		8	4							
302	Intersection Bulb Out Grading Design Plans	25	1	4		12		4	4							
303	Stormwater Design	25	1	4	8	4		8	0							
307	City of Boise & ACHD Plan Reviews	20		2	4	4		2				4	4			
309	Specifications and Contractor Notes	11	1	4							2	4				
310	Opinion of Probable Construction Cost	-28		-4	-4	-4			-16							
311	Design Submittal	7		1				2	2						2	
312	Design Review Meeting	9		1	2	1	1					2	2			
400	99% DESIGN DEVELOPMENT	-8	0	-1	-1	-1	0	0	-5	0	0	0	0	0	0	0
410	Opinion of Probable Construction Cost	-8	0	-1	-1	-1			-5							
500	100% DESIGN DEVELOPMENT	14	2	4	2	2	0	4	0	0	0	0	0	0	0	0
501	100% Design Submittal	14	2	4	2	2		4								
600	SIGNAL DESIGN CONTINGENCY	26	2	4	0	0	4	8	8	0	0	0	0	0	0	0
601	Signal Design	26	2	4			4	8	8							
700	ENVIRONMENTAL	138	2	6	16	0	0	30	40	32	12	0	0	0	0	0
701	Joint App CWA Section 404 NWP/IDWR Stream Alteration Permit	138	2	6	16			30	40	32	12					
800	STRUCTURES - Boise City Canal Crossing	393	0	18	0	0	0	0	0	0	0	20	100	141	114	0
801	60% Structure Plans	164		12								8	36	46	62	
802	95% Structure Plans	198		6									58	90	44	
803	95% Quality Control Check	31										12	6	5	8	
Total:		696.0	11.0	65.0	35.0	30.0	5.0	66.0	37.0	32.0	12.0	22.0	110.0	147.0	116.0	8.0
Total Check:		696.0	11.0	65.0	35.0	30.0	5.0	66.0	37.0	32.0	12.0	22.0	110.0	147.0	116.0	8.0
Sub-Consultant Totals:																
Percent of HDR Sub-Total:			1.6%	9.3%	5.0%	4.3%	0.7%	9.5%	5.3%	4.6%	1.7%	3.2%	15.8%	21.1%	16.7%	1.1%

CONSULTANT NAME: HDR Engineering, Inc.
PROJECT NAME: Bannock Street - 16th to 12th Streetscape Improvement Project
PROJECT NO.: 23056

DESIGN

A. SUMMARY ESTIMATED PERSON-DAY COSTS

	Days	Hours				Labor
1 Transportation Engineer/Quality Control	1.38 =	11	@	\$265.00 =		\$2,915.00
2 Project Manager/Traffic and Planning Secti	8.13 =	65	@	\$236.00 =		\$15,340.00
3 Drainage Engineer	4.38 =	35	@	\$152.00 =		\$5,320.00
4 Roadway Engineer	3.75 =	30	@	\$216.00 =		\$6,480.00
5 Traffic PE	0.63 =	5	@	\$176.00 =		\$880.00
6 CADD/BIM	8.25 =	66	@	\$119.00 =		\$7,854.00
7 Traffic / Roadway EIT	4.63 =	37	@	\$116.00 =		\$4,292.00
8 Enviro Scientist	4.00 =	32	@	\$116.00 =		\$3,712.00
9 Senior Environmental	1.50 =	12	@	\$177.00 =		\$2,124.00
10 Bridge QC	2.75 =	22	@	\$237.00 =		\$5,214.00
11 Senior Bridge Engineer	13.75 =	110	@	\$232.00 =		\$25,520.00
12 Bridge Engineer	18.38 =	147	@	\$165.00 =		\$24,255.00
13 Bridge CADD	14.50 =	116	@	\$110.00 =		\$12,760.00
14 Accountant	1.00 =	8	@	\$120.00 =		\$960.00
	86.00	696.00		TOTAL LABOR COST =		\$117,626.00

B. OUT-OF-POCKET EXPENSES

Item	No.	per	@	Cost	Total
Printing (8.5x11)	10	sheet	@	\$0.05 =	\$0.50
Printing (8.5x11 Color)	10	sheet	@	\$0.16 =	\$1.60
Printing (11x17)	15	sheet	@	\$0.10 =	\$1.50
Printing (11x17 Color)	15	sheet	@	\$0.32 =	\$4.80
Roll Plot - Color	10	square foot	@	\$0.90 =	\$9.00
IDWR Permit Fee	1	ea	@	\$20.00 =	\$20.00
Mileage	15	mile	@	\$0.670 =	\$10.05

HDR TOTAL ESTIMATED EXPENSE* = \$47.45

SSA - Task 03 TOTAL	=	\$117,673.45
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March 21, 2024 *revised*

March 15, 2024

PROJECT NAME: Bannock Street - 16th to 12th Streetscape Improvement Project

PROJECT No.: 23056.000

AMENDMENT No. 1

Scope of Service	Hours	Rate	Fee
Landscape Architect	32	\$158.00	\$5,056.00
Project Administration Schedule Extension: Accounting-Invoicing	8	\$108.00	\$864.00
Total Fee			\$5,972.00

2024																								2025																																											
February			March				April				May				June				July				August				September				October				November				December				January				February				March				April				May								
12	19	26	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28	5	12	19	26	2
IJ Review/Compile Comments/Comment Review Mtg																																																																			
Signalization Decision - ACHD Commission Mtg 3/6/2024																																																																			
5/31 - 50% Canal Design / 95% Plan Submittal																																																																			
95% AHJ Review/Compile Comments/Comment Review Mtg																																																																			
8/9 - 100% Plan Submittal																																																																			
ACHD Plan Approval																																																																			
CoB Permitting																																																																			
CM/GC Bidding																																																																			
* October 30 - ACHD Commission Mtg																																																																			
* November 11 - GMP 1 CCDC Board Mtg																																																																			
THRU DECEMBER 2025																																																																			



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AGENDA BILL

Agenda Subject: Award Contract: 17th Street Interim Streetscape Improvements Project		Date: April 8, 2024
Staff Contact: Kathy Wanner Contracts Manager	Attachments: A. Resolution 1869 B. Bid Results C. Bid from LaRiviere	
Action Requested: Adopt Resolution 1869 awarding the contract for the 2024 17th Street Interim Streetscape Improvements Project to LaRiviere, Inc.		

Background:

Coinciding with the Boise Police Department’s 2020 Crime Prevention Through Environmental Design Assessment, the Agency also 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 both studies 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 (“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 and provide the City of Boise with infrastructure to better manage on-street parking.

Procurement Process:

In advance of inviting bids for this Project, the Agency conducted a pre-qualification process for public works contractors in accordance with Idaho Code § 67-2805(2)(b). On March 11, 2024, the Agency Board adopted Resolution No. 1864 prequalifying LaRiviere, Inc. as eligible to submit a bid for the Project.

The Agency issued a Project Manual with Invitation to Bid on March 13, 2024, which invited a sealed bid from the prequalified company.

The bid from LaRiviere, Inc. was received by the March 27 deadline. The bid was submitted in a timely manner and met all required submission criteria.

Fiscal Notes:

The Agency's FY2024 budget includes sufficient funding for this project. Resolution 1869 includes a 10% contingency, also within budget, to account for any unforeseen circumstances.

Staff Recommendation:

Staff recommends the Agency Board adopt Resolution 1869 recognizing LaRiviere, Inc. as the responsive bidder, and awarding the 17th Street Interim Streetscape Improvements Project to LaRiviere, Inc. for a total bid amount of \$513,199.70, and authorizing the Executive Director to negotiate and execute the contract and to expend funds as set forth in the resolution.

Suggested Motion:

I move to adopt Resolution 1869 recognizing LaRiviere, Inc. as the responsive bidder, and awarding the 17th Street Interim Streetscape Improvements Project to LaRiviere, Inc. for a total bid amount of \$513,199.70, and authorizing the Executive Director to negotiate and execute the contract and to expend funds as set forth in the resolution.

Attachment A – Resolution 1869

RESOLUTION NO. 1869

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING LA RIVIERE, INC. IS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST RESPONSIVE BID FOR THE 17TH STREET INTERIM STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH LA RIVIERE, INC. TO UNDERTAKE AND COMPLETE THE 17TH STREET INTERIM STREETScape IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS AND 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, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), 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, for the purpose of financing the undertaking of any urban renewal project (collectively the "Act"); and,

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 only from 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; and 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 Project ("Project") on February 16, 2024, and published the requisite public notice of the RFQ in the *Idaho Statesman* newspaper on February 16 and 23, 2024; and,

WHEREAS, one (1) construction company, LaRiviere, Inc., provided its SOQ by the March 1, 2024, deadline; and,

WHEREAS, the Board adopted Resolution No. 1864 on March 11, 2024, prequalifying LaRiviere, Inc. as eligible to submit a bid for the Project; and,

WHEREAS, the Agency issued a Project Manual with Invitation to Bid for the Project on March 13, 2024, which invited a sealed bid from the prequalified company; and,

WHEREAS, since the Invitation to Bid was preceded by a prequalification process, no public notice was required or published regarding this Invitation to Bid; and,

WHEREAS, the Agency received a sealed bid from LaRiviere, Inc., in accordance with Idaho Code § 67-2805(2)(b) by the due date and time of 3:00 p.m. on March 27, 2024; and,

WHEREAS, LaRiviere, Inc. submitted a responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to LaRiviere, Inc. as the responsive bidder, in accordance with Idaho Code § 67-2805(2)(b).

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 Board hereby finds that on March 27, 2024, LaRiviere, Inc. submitted the lowest responsive bid for the Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction agreement with LaRiviere, Inc. for the total bid amount of FIVE HUNDRED THIRTEEN THOUSAND ONE HUNDRED NINETY-NINE AND 70/100 DOLLARS (\$513,199.70), consistent with the Board's stated instructions at the April 8, 2024, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the April 8, 2024, Agency Board Meeting.

Section 4: That the Agency Executive Director is further authorized to expend funds for the total bid amount plus up to 10% of the total bid amount for construction contingencies if determined necessary in his best judgement.

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 April 8, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on April 8, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair

Attachment B – Bid Results



17th Street Interim Streetscape Improvements
BIDS DUE: March 27, 2024 - 3:00 PM

Bid Results

CONTRACTOR	PWC License	Signed Contractor's Affidavit Concerning Taxes	Subcontractor List per Idaho Code § 67-2310	Unit Prices Form Included	Completed Signed Bid Form	BASE BID AMOUNT
LaRiviere, Inc.	PWC-C-17425 -U -1-2-3	Yes	Yes	Yes	Yes	\$513,199.70

Attachment C – Bid from LaRiviere, Inc.

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: 17TH STREET INTERIM STREETScape IMPROVEMENTS PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **17th Street Interim Streetscape Improvements Project – BID**
Via Email: bids@ccdcboise.com

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

- a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.
 - g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.6 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given, which includes all taxes. Unit prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
- 1.7 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.8 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.9 The following documents are attached to and made a condition of this Bid: 1.)Unit Prices form; and 2.) Contractor's Affidavit Concerning Taxes.
- Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.
- 1.10 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:
- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.

- d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder 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.

SUBCONTRACTORS

Pursuant to Idaho Code § 67-2310, commonly known as the naming law, the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, are as listed below. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

FAILURE TO NAME SUBCONTRACTORS AS REQUIRED BY IDAHO CODE SHALL RENDER ANY BID SUBMITTED NON-RESPONSIVE AND VOID.

Plumbing Not Applicable.
 Address: N/A

Public Works License No. N/A
 Idaho Plumbing Contractors License No. N/A

Heating & Air Conditioning Not Applicable.
 Address: N/A

Public Works License No. N/A
 Idaho HVAC Contractors License No. N/A

Electrical Quality Electric, Inc.
 Address: 5272 Irving St.
Boise, ID 83706

Public Works License No. 10145-U-(16000)
 Idaho Electrical Contractors License No. ELE-C-1086

BASE BID - OFFER

Bidder agrees to perform all the work for the 17th Street Interim Improvements Project as described in the Project Manual dated March 13, 2024, and Drawings prepared and stamped by Quadrant Consulting, Inc. on October 26, 2023 for the Work; and having examined the Project Location and being familiar with all of the conditions surrounding the proposed Work including availability of materials and labor the undersigned hereby propose to furnish all labor, materials and supplies as specified, including all expenses incurred in bonding, obtaining insurance; and to perform the Work in accordance with the Contract Documents within the times set forth therein for the total lump sum bid of:

Five hundred thirteen thousand one hundred ninety nine dollars and seventy cents.

(\$ 513,199.70) Dollars, lawful money of the United States.
[Show amount in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on March 27, 2024.


SIGNATURE

Thomas LaRiviere, President
Print Name and Title

LaRiviere, Inc.
Contractor / Company

17564 N Dylan Ct.
Address

Rathdrum, ID 83858
City, State, Zip

PWC-C-17425
Idaho Public Works Contractor License No.

05/31/2024
License Expiration Date

20-8914273
Federal Tax ID #

allisonb@lariviere.co
E-mail Address

208-683-2646
Phone No.

208-518-2003
Fax No.

ATTENTION: Did you remember the Unit Price Form and Contractor’s Affidavit Concerning Taxes?

Unit Prices Bid Form and Contractor’s Affidavit Concerning Taxes are **REQUIRED**.

IF UNIT PRICES FORM, AND CONTRACTOR’S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13


SECTION 00 43 22 UNIT PRICES FORM
EXECUTE AND SUBMIT WITH BID

UNIT PRICES

All Bidders must provide unit prices for the items listed below. These unit prices apply to and shall be the same for Base Bid, Alternates, and any subsequent and approved Change Orders. Change Order unit prices for quantities in excess of the ranges stated below are subject to negotiation between CCDC and Contractor.

Schedule A: Change Order Unit Prices			
Item	Amount	Unit of Measure	Basis of Amount
1. Unclassified excavation below subgrade	\$ 40.60	CY	5 - 20 CY
2. Concrete sidewalk, complete, including prep.	\$ 13.25	SF	20 - 100 SF
3. Asphalt repair paving, complete, including prep.	\$ 6.25	SF	20 - 100 SF
4. Install standard 6" curb and gutter, including prep.	\$ 62.65	LF	5 - 20 LF
5. Install standard valley gutter, including prep.	\$ 23.20	LF	5 - 20 LF
6. Saw cut asphalt / concrete paving	\$ 4.50	LF	10 - 50 LF
7. Sidewalk demolition and removal	\$ 2.25	SF	20 - 100 SF
8. Asphalt demolition and removal	\$ 1.65	SF	20 - 100 SF
9. Curb and gutter demolition and removal	\$ 8.15	LF	5 - 20 LF
10. Rock mulch underlain by weed barrier fabric	\$ 48.00	LF	20 - 100 SF

SUBMITTED on March 27, 2024.

X 
 SIGNATURE

Thomas LaRiviere, President
 Print Name and Title

LaRiviere, Inc.
 Contractor / Company

17564 N Dylan Ct.
 Address

Rathdrum, ID 83858
 City, State, Zip

PWC-C-17425
 Idaho Public Works Contractor License No.

05/31/2024
 License Expiration Date

20-8914273
 Federal Tax ID #

allisonb@lariviere.co
 E-mail Address

208-683-2646
 Phone No.

208-518-2003
 Fax No.

END OF SECTION 00 43 22

**SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
EXECUTE AND SUBMIT WITH BID**

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

COUNTY OF Kootenai

Pursuant to Chapter 15, Title 63, Idaho Code, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

LaRiviere, Inc.
Contractor / Company


17564 N Dylan Ct.
Address

Rathdrum, ID 83858
City, State, Zip

X 
Authorized Representative Signature

Thomas LaRiviere, President
Print Name and Title

Subscribed and sworn to before me this 27th day of March, 2024.


Notary Public
Residing at: Rathdrum, ID
Commission Expires: 11/19/2026



END OF SECTION 00 45 46



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AGENDA BILL

Agenda Subject: Award Contract Capitol & Myrtle Garage Elevator Modernization		Date: April 8, 2024
Staff Contact: Aaron Nelson, Parking & Facilities Manager Kathy Wanner, Contracts Manager	Attachments: A. Resolution No. 1865 B. Bid Results C. Bid Received from Barrier Building, Inc.	
Action Requested: Adopt Resolution No. 1865 awarding the Public Works contract for the Capitol & Myrtle Garage Elevator Modernization Project to Barrier Building, Inc.		

Background:

The 340-space Capitol & Myrtle Parking Garage was constructed in 2004. The garage is connected to the Hampton Inn Hotel and accommodates parking for all occupants of the hotel, as well as customers of nearby restaurants and shops, office space, theater, and music venues.

The Capitol & Myrtle Garage has one general use elevator with adjacent stairwells accessing Myrtle Street and Broad Street. The estimated life cycle of a traction elevator is 15-20 years with good maintenance and protection from the environment. This elevator has been in service for 20 years without any significant upgrades since the original installation. Additionally, while the elevator does comply with safety codes in effect at the time of installation, they do not comply with the current codes (ANSI/ASME A17.1.2016) adopted in 2016.

Design plans to modernize the elevator started back in 2023 due to several maintenance issues with the main system controls. On January 17, 2024, a fire sprinkler water line inside the stairwell burst causing water to flow into the elevator pit and resulted in catastrophic damage to the elevator drive motor and electrical components. Due to the age and model of the elevator, parts are now obsolete.

The Agency has two options in this situation: replacement or modernization. Replacement typically costs three times as much as modernization and takes up to three times longer. The modernization repairs have a lifespan as long as new elevators. The Agency recommends modernization which is essentially a full replacement of all current essential system components and brings the elevator up to the current 2016 code for elevators.

Modernization will achieve the following:

1. Bring elevator into compliance with building and personal safety code requirements, including fire safety, seismic safety, and passenger protection.
2. Improve operation and performance, including reduced maintenance time and cost due to the current equipment being obsolete, savings on electrical power, and longer life of retained equipment.
3. Improve appearance and user experience through new button controls and elevator cab ceiling lighting.

Agency on-call structural engineer, Jacobs Engineering Group, Inc. has been assisting with the design, bid specifications, and plans, and will continue with construction administration services through project completion.

Proposed Improvements:

- Construction of new climate-controlled elevator control room within existing elevator lobby to house essential elevator electrical and mechanical equipment
- New electronic motor and drive/gear box
- Circuit boards and other electrical components
- Elevator traction system
- Safety devices

Bidding Requirements:

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000 and selection of the lowest responsive bidder. The Agency advertised an Invitation to Bid for the Capitol & Myrtle Garage Elevator Modernization Project in the *Idaho Statesman* on February 9 and 16, 2024. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan room at the Idaho Association of General Contractors as well as to fourteen (14) separate general contractors. A non-mandatory pre-bid meeting was held on February 20, 2024. Six contractors attended the pre-bid meeting.

Four (4) bids were received by the March 13 deadline:

Company	Total Bid Amount
Barrier Building, Inc.	\$430,000
ESI	\$453,990
EKC	\$457,000
Wright Brothers, The Building Company	\$541,789

Each bid was submitted in a timely manner and met all required submission criteria; each bidder has appropriate and valid public works contractor licenses. Barrier Building, Inc. submitted the lowest responsive bid.

Fiscal Notes:

The Agency's FY2024 budget includes sufficient funding for this project.

Staff Recommendation:

Adopt Resolution No. 1865 recognizing Barrier Building, Inc. as the lowest responsive bidder for the Project and awarding the Capitol & Myrtle Garage Elevator Modernization Project to Barrier Building, Inc. for a Total Bid amount of \$430,000.

Suggested Motion:

I move to adopt Resolution No. 1865 recognizing Barrier Building, Inc. as the lowest responsive bidder; awarding the Capitol & Myrtle Garage Elevator Modernization Project contract to Barrier Building, Inc. for the total Bid amount of \$430,000; and authorizing the Executive Director to execute the contract and expend funds.

ATTACHMENT A
RESOLUTION 1865

RESOLUTION NO. 1865

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING BARRIER BUILDING, INC. IS THE QUALIFIED BIDDER WHICH SUBMITTED THE LOWEST RESPONSIVE BID FOR THE CAPITOL & MYRTLE GARAGE ELEVATOR MODERNIZATION PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH BARRIER BUILDING, INC. FOR THE CAPITOL & MYRTLE GARAGE ELEVATOR MODERNIZATION PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE RESOLUTION INCLUDING THE EXPENDITURE OF FUNDS AND 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, Idaho Code § 67-2805(2)(a) provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for its Capitol & Myrtle Garage Elevator Modernization Project (the "Project") on February 9, 2024, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on February 9 and 16, 2024; and,

WHEREAS, the Agency received four (4) sealed bids by the due date and time of 3:00 p.m. on March 13, 2024; and,

WHEREAS, the bids received met all of the required statutory and administrative criteria for submission, and the bidders have appropriate and valid public works contractor licenses; and,

WHEREAS, Barrier Building, Inc. submitted the lowest responsive bid; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Project be made to Barrier Building, Inc. as the lowest responsive bidder.

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 Board hereby finds that Barrier Building, Inc. was the qualified bidder submitting the lowest responsive bid for the Capitol & Myrtle Garage Elevator Modernization Project.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with Barrier Building, Inc. for the total bid amount of FOUR HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$430,000), consistent with the Board's stated instructions at the April 8, 2024, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the April 8, 2024, Agency Board Meeting.

Section 4: That the Executive Director is further authorized to expend funds for the total bid amount plus up to 11% of the total bid amount for construction 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 April 8, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Vice Chair to the Agency Board of Commissioners on April 8, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
John Stevens, Vice Chair

ATTACHMENT B
BID RESULTS

ATTACHMENT C
BID RECEIVED FROM BARRIER BUILDING, INC.

SECTION 00 41 13 BID FORM

BID FORM

PROJECT: CAPITOL & MYRTLE GARAGE - ELEVATOR MODERNIZATION PROJECT

THIS BID IS SUBMITTED TO:

Capital City Development Corporation
Attn: **CAPITOL & MYRTLE GARAGE - ELEVATOR MODERNIZATION PROJECT**
Via email: bids@ccdcboise.com

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:

a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
<u>1</u>	<u>2/23/24</u>
<u>2</u>	<u>2/27/24</u>
<u>3</u>	<u>3/1/24</u>
<u>4</u>	<u>3/5/24</u>

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, if any, which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.
 - g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
 - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
 - i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
 - j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.6 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given, which includes all taxes. Unit prices have been computed in accordance with the General Conditions.
- 1.7 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.8 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.9 The following documents are attached to and made a condition of this Bid: 1.) Contractor's Affidavit Concerning Taxes.
- Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.
- 1.10 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:
- a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.
 - d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.

- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder 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.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

Failure to name subcontractors as required by Idaho Code shall render any bid submitted unresponsive and void.

Plumbing	<u>Integrity Plumbing</u>
Address:	<u>4910 W Outlook Ave.</u>
	<u>Boise, ID 83703</u>
Public Works License No.	<u>PW-059975-D</u>
Idaho Plumbing Contractors License No.	<u>PLM-018000</u>
Heating & Air Conditioning	<u>Paige Mechanical</u>
Address:	<u>PO Box 170360</u>
	<u>Boise, ID 83717</u>
Public Works License No.	<u>PWC-C-16671-AAA-4</u>
Idaho HVAC Contractors License No.	<u>HVC-C-C-2876</u>
Electrical	<u>Copperhead Electric</u>
Address:	<u>7710 W Mojave Dr.</u>
	<u>Boise, ID 83704</u>
Public Works License No.	<u>C-035361</u>
Idaho Electrical Contractors License No.	<u>026565</u>

BASE BID - OFFER

Bidder agrees to perform all the work for the Capitol & Myrtle Garage Elevator Modernization Project as described in the Project Manual and Technical Specifications dated February 9, 2024, and Drawings prepared and stamped by Jacobs, Inc. on October 10, 2023 for the Work; and having examined the Project Location and being familiar with all of the conditions surrounding the proposed Work including availability of materials and labor the undersigned hereby propose to furnish all labor, materials and supplies as specified, including all expenses incurred in bonding, obtaining insurance; and to perform the Work in accordance with the Contract Documents within the times set forth therein for the total lump sum bid of:

Four Hundred Thirty Thousand

(\$ 430,000.00) Dollars, lawful money of the United States.

[Show amount in both words and figures; in event of discrepancy, the amount in words shall govern.]

INTERIM ELEVATOR PREVENTIVE MAINTENANCE

Bidder shall provide pricing for Interim Elevator Preventative Maintenance. Elevator shall switch over to new maintenance contract and shall be bound by the terms in that full maintenance agreement 14 20 10. This cost is not included in the Base Bid.

Price per month: \$ 0

The Warranty Elevator Preventive Maintenance shall be for a one (1) year period. Twenty-four (24) hours a day, seven (7) days a week. Callbacks are included in the Warranty Elevator Preventive Maintenance at no additional cost to the Owner. Owner will not be charged for maintenance while elevator is taken out of service for modernization.

WARRANTY ELEVATOR PREVENTIVE MAINTENANCE

Bidder shall provide the Elevator with a 12-month warranty period to cover product deficiencies and failure at no additional cost to owner. The existing terms in the current Full maintenance agreement 14 20 10 shall apply to warranty period and after warranty period expires. This cost is not included in the Base Bid.

Warranty Preventive Maintenance will commence when the elevator has been accepted by the Owner, Elevator Inspector and Elevator Consulting Services, Inc., which also includes the Elevator Contractor's completion of all punch list items required by the Elevator Inspector and Elevator Consulting Services, Inc.

Price per month: \$ 650.00

The Warranty Elevator Preventive Maintenance shall be for a one (1) year period. Twenty-four (24) hours a day, seven (7) days a week. Callbacks are included in the Warranty Elevator Preventive Maintenance at no additional cost to the Owner.

FULL-SERVICE MAINTENANCE

Bidder agrees to provide the full-service maintenance of Elevator as specified in the included contract specifications 14 20 10. Full-service maintenance to begin immediately upon the conclusion of the one-year warranty period.

Price for two-year term, plus three one-year renewal options.

Price per month Year 1: \$ 700.00

Price per month Year 2: \$ 700.00

BID FORM SIGNATURE

SUBMITTED on March 13, 2024.

X Brett Barrier
SIGNATURE
Brett Barrier - President
Print Name and Title
Barrier Building, Inc.
Contractor / Company
6893 Supply Way
Address
Boise, ID 83716
City, State, Zip

031173-AAA-1-3
Idaho Public Works Contractor License No.
7/31/24
License Expiration Date
47-2868582
Federal Tax ID #
brett@barrierbuilding.com
E-mail Address
(208) 320-7716
Phone No.

Fax No.

ATTENTION: Did you remember the Contractor's Affidavit Concerning Taxes?

- Contractor's Affidavit Concerning Taxes is **REQUIRED**.

IF CONTRACTOR'S AFFIDAVIT IS NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
MUST EXECUTE AND SUBMIT WITH BID

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

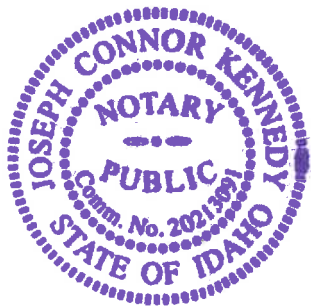
COUNTY OF Ada

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Barrier Building, Inc.
Contractor / Company
6893 Supply Way
Address
Boise, ID 83716
City, State, Zip

X Brett Barrier
Authorized Representative Signature
Brett Barrier - President
Print Name and Title

Subscribed and sworn to before me this 29th day of February, 2024.



Joseph Connor Kennedy
Notary Public
Residing at: Boise
Commission Expires: 6-24-27

END OF SECTION 00 45 46



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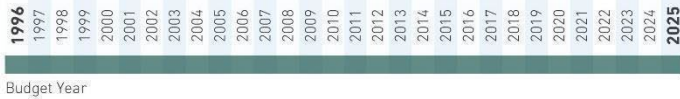


DATE: April 8, 2024
TO: Latonia Haney Keith, Chair
 Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

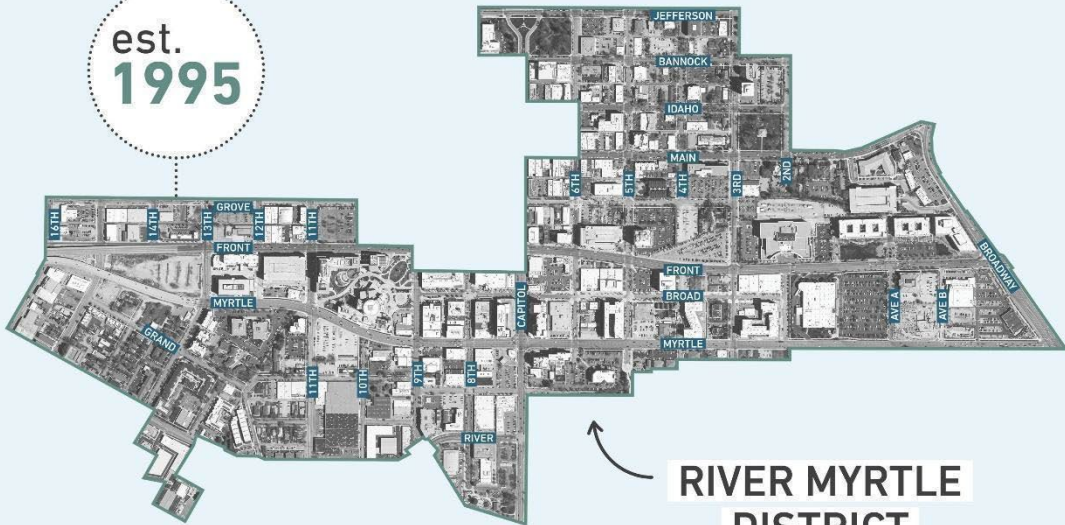
RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



est.
1995



RIVER MYRTLE
DISTRICT

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: Corrie Brending*

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 at the April 8, 2024, meeting. *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 and was approved in March. *Project Lead: Karl Woods*

Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street: This project anticipates streetscape improvements that include a potential pedestrian crossing at Fulton Street, replacement of existing non-compliant facilities with ADA compliant ones and overall reconstruction of streetscapes that meet the City of Boise's Streetscape Standards. These improvements will advance the safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles. The Land Group has been chosen as the Design Professional and Guho Corp. is the approved CM/GC. The design is anticipated to be completed in summer 2024 with construction to start later this year. *Project Lead: Kassi Brown*

Mobility

5th & 6th Streets Roadway Improvements: CCDC is assisting the City of Boise with this high-priority project to convert the two existing one-way corridors to two-way vehicle travel. ACHD previously conducted feasibility studies, performed a concept analysis, and initiated final design work before putting the project on hold in early 2019. CCDC will assist the City by managing the remainder of the Final Design, Agency approval, and construction processes. In December 2022, CCDC entered an Interagency Cost Share Agreement with ACHD to complete the design and outreach of the project. The Board approved Task Order 19-005 for preliminary and final design at the January 2023 Board Meeting. To date, the Kittelson & Associates Design Team has completed topographic surveys, assessed existing stormwater facilities, evaluated ADA compliance of pedestrian facilities, completed additional traffic analysis requested by ITD in early June 2023, completed the 75% Design Plans submittal in late July and 95% Design Plans in November 2023. To date, the Kittelson & Associates Design Team has completed topographic surveys, assessed existing stormwater facilities, evaluated ADA compliance of pedestrian facilities, completed additional traffic analysis requested by ITD in early June 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. The State of Idaho approved the maintenance-related portions of the project but rejected the request for two-way conversion. CCDC staff updated the ACHD Commission of these resolutions and the need to proceed forward with a one-way design option on 3/27/24. Final plans for the one-way option are complete and will be bid by the CM/GC in April 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 in the fall of 2024. *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 600 S 8th St. *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 received Design Review approval in March. *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*

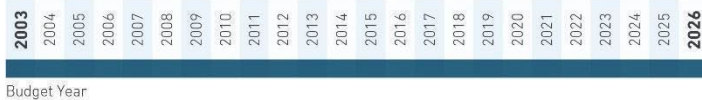
RMOB Public Art - Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History has requested assistance to re-wrap traffic boxes that need replacement. There are fifteen traffic boxes in the River-Myrtle/Old Boise District that need replacement. The project was designated as eligible 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. The Agency is seeking approval of the final Agreement at the April Board Meeting. *Project Lead: Karl Woods*

WESTSIDE DISTRICT



157 ACRES



est. 2002



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: Corrie Brending*

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. ACHD constructed the segment from 2nd to 4th Street in 2023 and construction began in late March 2024 on 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 March for City of Boise 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 seventeen 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. The Agency is seeking approval of the final Agreement at the April 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: Corrie Brending*

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,

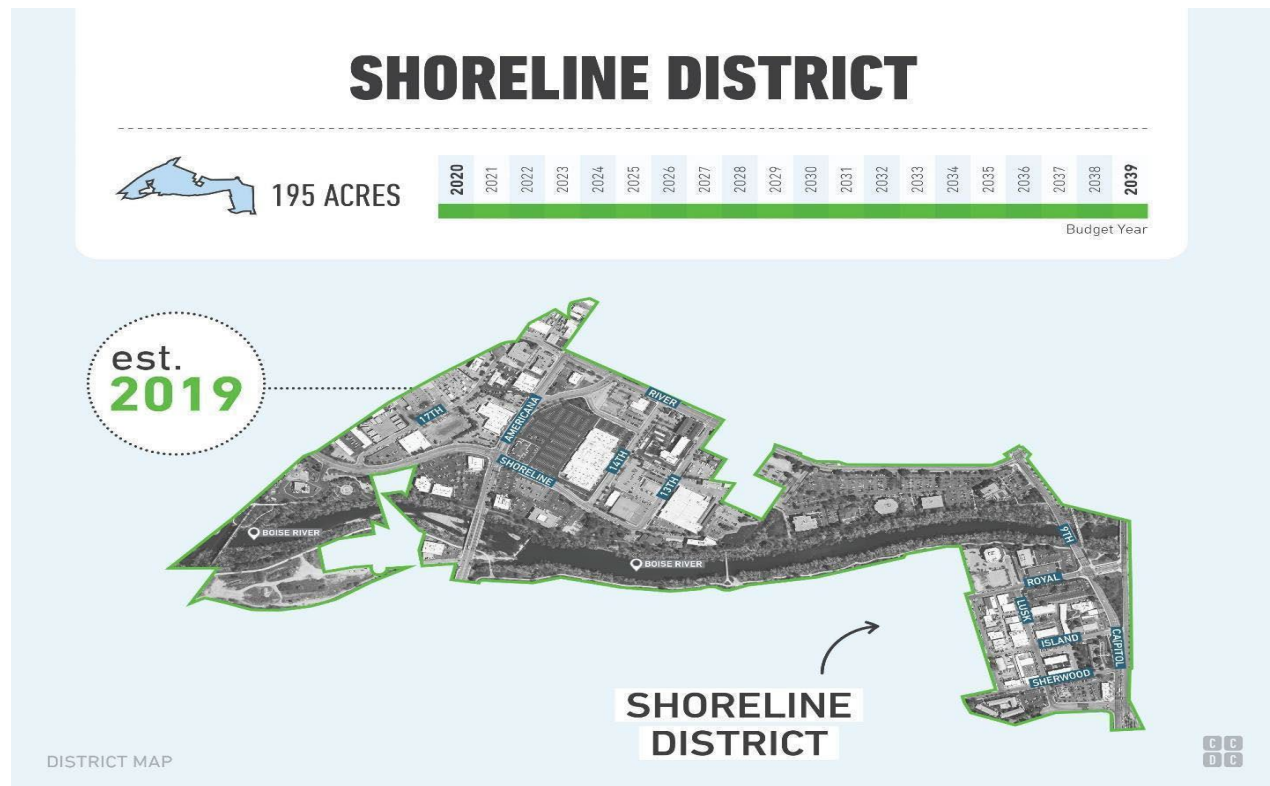
Inc. with Low-Income Housing Tax Credits (LIHTC) and support from the City of Boise. This development will provide affordable housing for individuals and couples who are experiencing homelessness or facing homelessness and earning less than 60% of the area median income for Ada County, though residents 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: Corrie Brending*

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: Corrie Brending*

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*



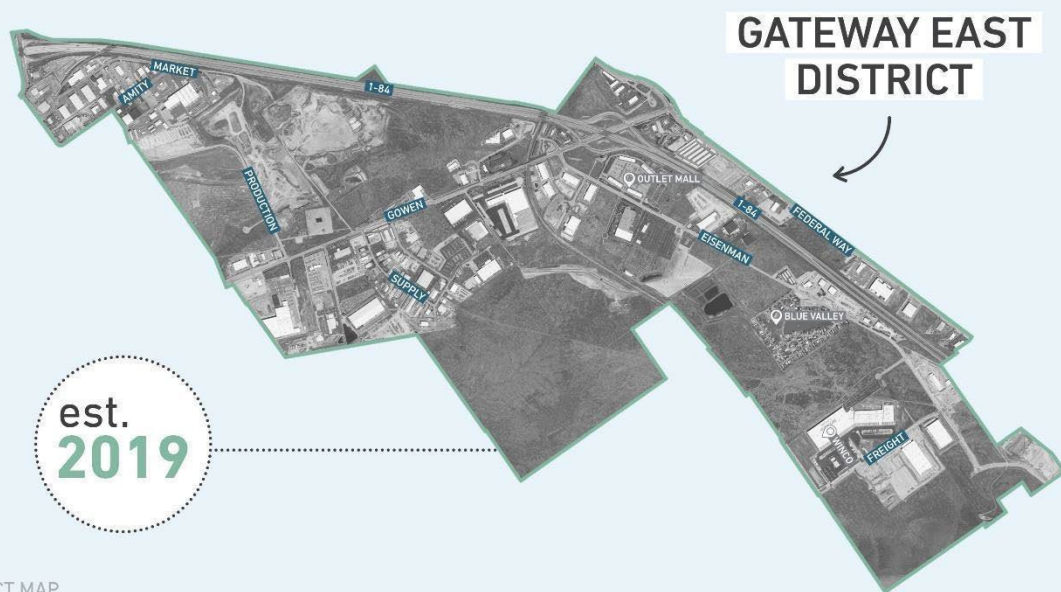
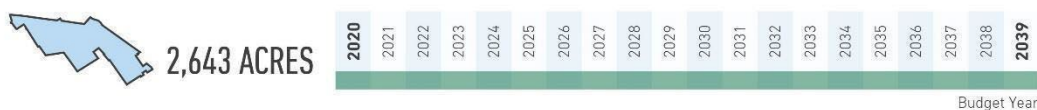
Economic Development

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 and provide the City of Boise with infrastructure to better manage on-street parking. The Agency will seek board approval to award the public works construction contract at the April 8, 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: Corrie Brending*

GATEWAY EAST DISTRICT



Economic Development

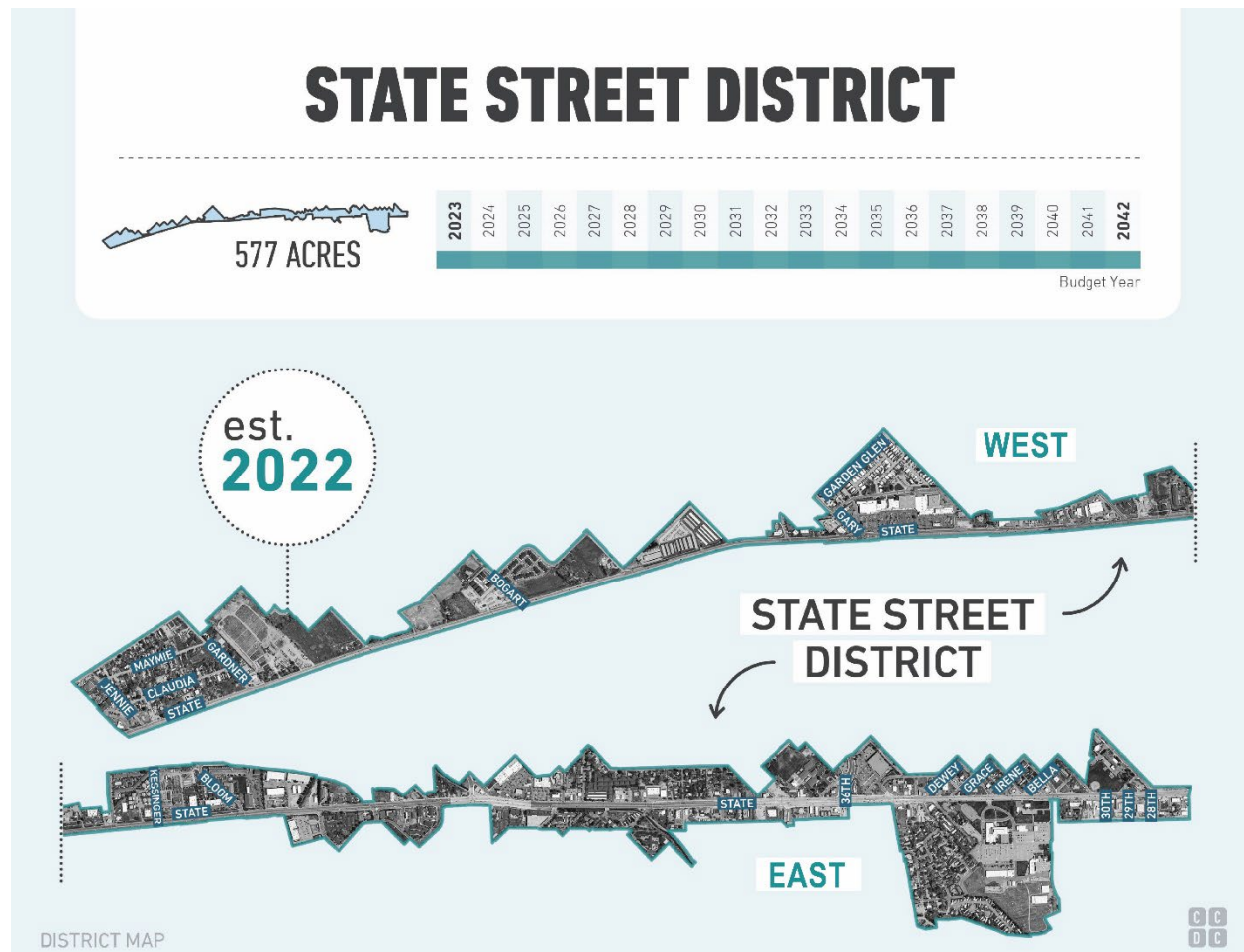
951 E. Gowen Rd. - Red River Logistics and Commerce Centers - PP Type 2: The Board approved this Agreement at its February meeting to participate in the extension and public dedication of Production Street and associated utility and streetscape improvements. This street extension is included in the Gateway 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. Construction by Sunnyridge Construction, LLC is underway with anticipated completion in July 2024. *Project Lead: Kassi Brown*



2426 N. Arthur St. - Wilson Station – PP Type 3: Wilson Station is a mixed-use, affordable housing development comprised of 102 multi-family units and ground floor commercial space intended to be a day care. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and the City of Boise’s Housing Land Trust. This unique model allows the developer to enter a below market long-term lease with the City of Boise, which owns the underlying land. With this financial structure the project can maintain affordable rental rates for residents earning 30%-80% of the Area Median Income. There is an estimated \$860,000 in eligible expenses for streetscape and public utility upgrades. The Board designated the project for Type 3 Transformative Assistance in April 2023 and approved a final agreement in October 2023. The project is currently under construction. *Project Lead: Alexandra Monjar*



AGENCY WIDE – ALL DISTRICTS

Parking & Mobility

421 N. 10th St. Property: The Agency initiated its vision to transform Block 68 and nearby parcels in 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 was Friday March 13 at 3pm with four bidders. Barrier Building was the low bidder, and a Resolution will be created and presented to the board at the April Board meeting for approval. *Project Lead: Aaron Nelson*

City Go: 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 alternative 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. Staff presented study findings to the Board at the March 2024 Board Meeting. *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. The consultant prepared final Existing Conditions, PARCS Assessment and Best Practices Report in late March 2024. 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%	66.490%



	(Units 104, 015, 201, 202, 301, 302, 401)	
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



END