



**BOARD
OF
COMMISSIONERS
MEETING
October 25, 2024**

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting
Board Room, Fifth Floor, 121 N. 9th Street
October 25, 2024, 12 p.m.

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

A G E N D A

I. CALL TO ORDERChair Haney Keith

II. ACTION ITEM: AGENDA CHANGES/ADDITIONSChair Haney Keith

III. ACTION ITEM: CONSENT AGENDA

A. Expenses

- 1. Approve Paid Invoice Report for August 2024
- 2. Approve Paid Invoice Report for September 2024

B. Minutes and Reports

- 1. Approve Meeting Minutes for August 28, 2024

C. Other

- 1. FY2024 Q3 Financial Report (Unaudited)
- 2. Approve Resolution 1898: 2500 E Freight St., Boise Gateway 3. Amendment 1 to the Type 2 Participation Agreement with Boise Gateway 3, L.C.
- 3. Approve Resolution 1895: FY2025 Cooperative Agreement with Valley Regional Transit

IV. ACTION ITEM

A. CONSIDER Resolution 1897: Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street. Amendment No. 2 to the CM/GC Contract with Guho Corp. Megan Pape (10 minutes)

B. CONSIDER Resolution 1896: 3rd St. Streetscape and Mobility Improvements, Front St. to Jefferson St. Type 4 Participation Agreement with Idaho Department of Labor Toby Norton (10 minutes)

C. CONSIDER Designation: 2392 E. Winco Ct, EastPort Logistics. Type 4 Capital Project Coordination for East Winco Court Utility and Road Improvements, Cul-de-sac to S. Warehouse Way with EastPort Logistics Owner LLC Corrie Brending (10 minutes)

V. EXECUTIVE SESSION

To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and to communicate with legal counsel for CCDC to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 74-206(1)(d) and (f)].

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. CONSENT AGENDA



Paid Invoice Report

For the Period: 8/1/2024 through 8/31/2024

Payee	Description	Payment Date	Amount
Debt Service:			
US Bank	AHA Payment - Civic Plaza	8/15/2024	85,000.00
US Bank	U of I Parking Access	8/15/2024	317,000.00
	Total Debt Payments:		402,000.00
Payroll:			
457(b)	Retirement Payment	8/7/2024	1,759.19
CCDC Employees	Direct Deposits Net Pay	8/7/2024	43,677.04
EFTPS - IRS	Federal Payroll Taxes	8/7/2024	18,195.28
Idaho State Tax Commission	State Payroll Taxes	8/7/2024	2,682.00
PERSI	Retirement Payment	8/5/2024	23,186.65
457(b)	Retirement Payment	8/21/2024	1,759.19
CCDC Employees	Direct Deposits Net Pay	8/21/2024	43,677.04
EFTPS - IRS	Federal Payroll Taxes	8/21/2024	18,195.28
Idaho State Tax Commission	State Payroll Taxes	8/21/2024	2,682.00
PERSI	Retirement Payment	8/19/2024	23,186.65
	Total Payroll Payments:		179,000.32
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	8/31/2024	4,423,005.52

Total Cash Disbursements: 5,004,005.84

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

Joey Chen
Finance Director


Executive Director

9/8/2024
Date

9.4.24
Date

Report Criteria:

Summary report type printed
Check.Voided = no

Name	Check Amount	Check Issue Date
11th and Idaho Partners LLC	299,374.37	08/30/2024
Total 11th and Idaho Partners LLC:	299,374.37	
5th and Grove Investors LLC	260,958.52	08/30/2024
Total 5th and Grove Investors LLC:	260,958.52	
6th and Grove Investors LLC	8,830.78	08/30/2024
Total 6th and Grove Investors LLC:	8,830.78	
9025 Federal LLC	18,197.12	08/30/2024
Total 9025 Federal LLC:	18,197.12	
Abbey Louie LLC	3,000.00	08/29/2024
Total Abbey Louie LLC:	3,000.00	
Acme Fast Freight	2,534.68	08/01/2024
	2,534.68	08/29/2024
Total Acme Fast Freight:	5,069.36	
ALLWEST Testing & Engineering Inc.	2,627.30	08/28/2024
Total ALLWEST Testing & Engineering Inc.:	2,627.30	
American Fire Protection LLC	199.50	08/29/2024
Total American Fire Protection LLC:	199.50	
Blue Cross of Idaho	31,393.47	08/01/2024
Total Blue Cross of Idaho:	31,393.47	
Boise Caddis LLC	416,620.51	08/30/2024
Total Boise Caddis LLC:	416,620.51	
Boise City Utility Billing	9.57	08/26/2024
Total Boise City Utility Billing:	9.57	
Boise Parks & Recreation	100,000.00	08/28/2024
Total Boise Parks & Recreation:	100,000.00	

Name	Check Amount	Check Issue Date
Boxcast Inc	46.20	08/29/2024
Total Boxcast Inc:	46.20	
Brown, Kassi	187.60	08/12/2024
Total Brown, Kassi:	187.60	
Capital City Development Corp	18,000.00	08/28/2024
Total Capital City Development Corp:	18,000.00	
Capitol Landscape Inc.	2,400.00	08/29/2024
Total Capitol Landscape Inc.:	2,400.00	
Car Park	4,600.00	08/30/2024
	150,302.39	08/30/2024
Total Car Park:	154,902.39	
Caselle Inc.	778.00	08/01/2024
Total Caselle Inc.:	778.00	
CenturyLink	8,931.00	08/30/2024
Total CenturyLink:	8,931.00	
City of Boise	573.86	08/28/2024
	592.99	08/28/2024
Total City of Boise:	1,166.85	
Civil Survey Consultants Inc	2,160.00	08/29/2024
Total Civil Survey Consultants Inc:	2,160.00	
Consurco Inc.	8,571.00	08/30/2024
Total Consurco Inc.:	8,571.00	
Crane Alarm Service	1,110.00	08/29/2024
	232.50	08/29/2024
	25.00	08/29/2024
Total Crane Alarm Service:	1,367.50	
CSHQA	12,319.00	08/30/2024
Total CSHQA:	12,319.00	
Eide Bailly LLP	1,925.62	08/29/2024

Name	Check Amount	Check Issue Date
Total Eide Bailly LLP:	1,925.62	
Elam & Burke P.A.	3,170.50	08/30/2024
	8,726.15	08/30/2024
	133.40	08/30/2024
	318.00	08/30/2024
Total Elam & Burke P.A.:	12,348.05	
Elevator Consulting Services Inc.	1,120.00	08/29/2024
Total Elevator Consulting Services Inc.:	1,120.00	
Foundation for Idaho History	169,825.37	08/28/2024
Total Foundation for Idaho History:	169,825.37	
Front Street Investors LLC	279,136.51	08/30/2024
Total Front Street Investors LLC:	279,136.51	
GGLO LLC	9,037.00	08/30/2024
Total GGLO LLC:	9,037.00	
Guho Corp.	611,653.05	08/30/2024
	952,554.44	08/30/2024
Total Guho Corp.:	1,564,207.49	
Idaho Power	5.80	08/20/2024
Total Idaho Power:	5.80	
Idaho Records Management LLC	45.00	08/29/2024
Total Idaho Records Management LLC:	45.00	
Idaho Site Works LLC	151,655.61	08/28/2024
Total Idaho Site Works LLC:	151,655.61	
Idaho State Tax Commission Training Fund	100.00	08/28/2024
Total Idaho State Tax Commission Training Fund:	100.00	
Jensen Belts Associates	12,619.45	08/30/2024
	35,772.50	08/30/2024
	13,190.00	08/30/2024
Total Jensen Belts Associates:	61,581.95	

Name	Check Amount	Check Issue Date
Kimley-Horn and Associates Inc	9,541.50	08/30/2024
	22,886.48	08/30/2024
Total Kimley-Horn and Associates Inc:	32,427.98	
Kittelsohn & Associates Inc.	1,425.00	08/29/2024
Total Kittelsohn & Associates Inc.:	1,425.00	
LaRiviere Inc	183,082.44	08/30/2024
Total LaRiviere Inc:	183,082.44	
McAlvain Construction Inc.	16,580.93	08/30/2024
	2,064.00	08/09/2024
	3,640.00	08/30/2024
Total McAlvain Construction Inc.:	22,284.93	
Pro Care Landscape Management	424.90	08/29/2024
	65.00	08/29/2024
	3,116.00	08/29/2024
	130.00	08/29/2024
Total Pro Care Landscape Management:	3,735.90	
Rim View LLC	16,664.09	08/01/2024
Total Rim View LLC:	16,664.09	
Scheidt & Bachmann USA Inc.	868.58	08/29/2024
Total Scheidt & Bachmann USA Inc.:	868.58	
Security LLC - Plaza 121	14,498.63	08/01/2024
	459.53	08/28/2024
Total Security LLC - Plaza 121:	14,958.16	
Stability Networks Inc.	3,200.00	08/29/2024
	527.34	08/29/2024
	484.25	08/29/2024
Total Stability Networks Inc.:	4,211.59	
State Insurance Fund	847.00	08/28/2024
Total State Insurance Fund:	847.00	
Synoptek LLC	50.00	08/28/2024
Total Synoptek LLC:	50.00	

Name	Check Amount	Check Issue Date
Syringa Networks LLC	654.16	08/29/2024
Total Syringa Networks LLC:	654.16	
The Cartee Project LLC	499,487.76	08/28/2024
Total The Cartee Project LLC:	499,487.76	
The Land Group Inc.	881.25	08/30/2024
	2,195.00	08/30/2024
	14,832.25	08/30/2024
	65.00	08/30/2024
Total The Land Group Inc.:	17,973.50	
The Potting Shed	65.00	08/28/2024
Total The Potting Shed:	65.00	
Treasure Valley Coffee Inc	150.95	08/29/2024
Total Treasure Valley Coffee Inc:	150.95	
United Heritage	1,849.54	08/01/2024
Total United Heritage:	1,849.54	
US Bank - Credit Cards	9,930.87	08/07/2024
Total US Bank - Credit Cards:	9,930.87	
Veolia (Suez Water Idaho)	89.21	08/01/2024
Total Veolia (Suez Water Idaho):	89.21	
Veritas Material Consulting	1,080.00	08/29/2024
Total Veritas Material Consulting:	1,080.00	
Visionkit Studio LLC	2,508.75	08/29/2024
Total Visionkit Studio LLC:	2,508.75	
Western States Equipment	309.16	08/28/2024
Total Western States Equipment:	309.16	
Xerox Corporation	252.51	08/29/2024
Total Xerox Corporation:	252.51	
Grand Totals:	<u>4,423,005.52</u>	

Name	Check Amount	Check Issue Date
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Report Criteria:

Summary report type printed
Check.Voided = no



Paid Invoice Report

For the Period: 9/1/2024 through 9/30/2024


Payee	Description	Payment Date	Amount
Debt Service:			
		Total Debt Payments:	-
Payroll:			
457(b)	Retirement Payment	9/4/2024	1,759.18
CCDC Employees	Direct Deposits Net Pay	9/4/2024	43,677.04
EFTPS - IRS	Federal Payroll Taxes	9/4/2024	18,195.28
Idaho State Tax Commission	State Payroll Taxes	9/4/2024	2,682.00
PERSI	Retirement Payment	9/2/2024	23,186.65
457(b)	Retirement Payment	9/18/2024	1,759.19
CCDC Employees	Direct Deposits Net Pay	9/18/2024	43,677.05
EFTPS - IRS	Federal Payroll Taxes	9/18/2024	18,195.28
Idaho State Tax Commission	State Payroll Taxes	9/18/2024	2,682.00
PERSI	Retirement Payment	9/16/2024	23,186.65
		Total Payroll Payments:	179,000.32
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	9/30/2024	7,096,957.79

Total Cash Disbursements: \$ 7,275,958.11

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

Joey Chen
Finance Director

10/2/2024
Date


Executive Director

10.1.24
Date

Report Criteria:

Summary report type printed
Check.Voided = no

Name	Check Amount	Check Issue Date
Abbey Louie LLC	3,000.00	09/27/2024
Total Abbey Louie LLC:	3,000.00	
Blue Cross of Idaho	31,393.47	09/01/2024
Total Blue Cross of Idaho:	31,393.47	
Boise City Utility Billing	9.57	09/26/2024
Total Boise City Utility Billing:	9.57	
Boise Gateway 1 L.C.	125,758.81	09/26/2024
Total Boise Gateway 1 L.C.:	125,758.81	
Boise Gateway 2 L.C.	399,005.45	09/26/2024
Total Boise Gateway 2 L.C.:	399,005.45	
Boxcast Inc	47.16	09/27/2024
Total Boxcast Inc:	47.16	
Capitol Landscape Inc.	1,950.00	09/30/2024
	3,300.00	09/30/2024
	1,640.00	09/30/2024
Total Capitol Landscape Inc.:	6,890.00	
Car Park	178,016.94	09/30/2024
Total Car Park:	178,016.94	
Caselle Inc.	778.00	09/01/2024
Total Caselle Inc.:	778.00	
City of Boise	3,716.06	09/26/2024
	3,716.06	09/26/2024
Total City of Boise:	7,432.12	
Conrad & Bischoff	67,241.68	09/26/2024
Total Conrad & Bischoff:	67,241.68	
Crane Alarm Service	25.00	09/27/2024
	195.00	09/27/2024

Name	Check Amount	Check Issue Date
	155.00	09/27/2024
	995.00	09/27/2024
Total Crane Alarm Service:	1,370.00	
CSHQA	26,358.00	09/30/2024
Total CSHQA:	26,358.00	
Eide Bailly LLP	1,050.00	09/27/2024
Total Eide Bailly LLP:	1,050.00	
Elam & Burke P.A.	371.00	09/30/2024
	14,709.10	09/30/2024
	2,676.50	09/30/2024
	185.50	09/30/2024
Total Elam & Burke P.A.:	17,942.10	
GGLO LLC	7,689.00	09/30/2024
Total GGLO LLC:	7,689.00	
Gilao Consulting LLC	1,500.00	09/27/2024
Total Gilao Consulting LLC:	1,500.00	
Great Notion	8,250.00	09/26/2024
Total Great Notion:	8,250.00	
Guho Corp.	383,151.02	09/30/2024
	514,300.79	09/30/2024
Total Guho Corp.:	897,451.81	
Hendricks Commercial Properties LLC	107,433.00	09/30/2024
Total Hendricks Commercial Properties LLC:	107,433.00	
Idaho Power	25,000.00	09/04/2024
	38,903.00	09/04/2024
	5.80	09/20/2024
Total Idaho Power:	63,908.80	
Idaho Records Management LLC	45.00	09/27/2024
Total Idaho Records Management LLC:	45.00	
IEC Group	1,400.00	09/27/2024

Name	Check Amount	Check Issue Date
Total IEC Group:	1,400.00	
Imperial Seven Hundred LLC	62,670.30	09/30/2024
Total Imperial Seven Hundred LLC:	62,670.30	
Jed Split Creative	1,663.45	09/26/2024
	2,771.50	09/26/2024
	4,250.30	09/26/2024
	852.00	09/26/2024
	2,386.40	09/26/2024
	470.00	09/26/2024
	1,671.05	09/26/2024
	1,178.00	09/26/2024
Total Jed Split Creative:	15,242.70	
Jensen Belts Associates	7,874.10	09/30/2024
	54,396.00	09/30/2024
	36,237.38	09/30/2024
Total Jensen Belts Associates:	98,507.48	
Kimley-Horn and Associates Inc	5,424.90	09/30/2024
	33,814.56	09/30/2024
	4,379.80	09/30/2024
Total Kimley-Horn and Associates Inc:	43,619.26	
Kittelson & Associates Inc.	9,383.75	09/30/2024
Total Kittelson & Associates Inc.:	9,383.75	
LaRiviere Inc	54,942.30	09/30/2024
Total LaRiviere Inc:	54,942.30	
McAlvain Construction Inc.	1,974.60	09/30/2024
	4,528.95	09/30/2024
Total McAlvain Construction Inc.:	6,503.55	
McClatchy Company LLC	1,534.12	09/27/2024
Total McClatchy Company LLC:	1,534.12	
Pennbridge BL19 LLC	641,177.59	09/26/2024
Total Pennbridge BL19 LLC:	641,177.59	
Pro Care Landscape Management	650.00	09/27/2024
	65.00	09/27/2024

Name	Check Amount	Check Issue Date
	181.00	09/27/2024
Total Pro Care Landscape Management:	896.00	
QRS Consulting LLC	897.00	09/26/2024
	1,728.00	09/26/2024
Total QRS Consulting LLC:	2,625.00	
Rim View LLC	16,664.09	09/01/2024
Total Rim View LLC:	16,664.09	
Scheidt & Bachmann USA Inc.	1,019.54	09/27/2024
Total Scheidt & Bachmann USA Inc.:	1,019.54	
Security LLC - Plaza 121	14,498.63	09/01/2024
	459.53	09/26/2024
Total Security LLC - Plaza 121:	14,958.16	
Stability Networks Inc.	3,200.00	09/30/2024
	1,069.00	09/30/2024
	527.34	09/30/2024
	3,297.16	09/30/2024
Total Stability Networks Inc.:	8,093.50	
Sunnyridge Construction LLC	2,318.00	09/26/2024
Total Sunnyridge Construction LLC:	2,318.00	
Syringa Networks LLC	654.16	09/27/2024
Total Syringa Networks LLC:	654.16	
Terracon Consultants Inc	2,500.00	09/27/2024
Total Terracon Consultants Inc:	2,500.00	
The AZEK Group LLC	295,149.38	09/26/2024
Total The AZEK Group LLC:	295,149.38	
The Land Group Inc.	122.75	09/30/2024
	7,200.00	09/30/2024
	3,277.50	09/30/2024
	165.00	09/30/2024
	5,472.50	09/30/2024
Total The Land Group Inc.:	16,237.75	

Name	Check Amount	Check Issue Date
The Potting Shed	65.00	09/26/2024
Total The Potting Shed:	65.00	
Title One Corporation	3,626,619.00	09/30/2024
	650.00	09/30/2024
Total Title One Corporation:	3,627,269.00	
Treasure Valley Coffee Inc	106.00	09/27/2024
	88.85	09/27/2024
Total Treasure Valley Coffee Inc:	194.85	
United Heritage	1,849.54	09/01/2024
Total United Heritage:	1,849.54	
US Bank - Credit Cards	14,052.73	09/09/2024
Total US Bank - Credit Cards:	14,052.73	
USI Insurance Services NW	1,856.00	09/30/2024
	1,857.00	09/30/2024
	77,856.00	09/30/2024
	7,650.00	09/30/2024
	4,080.00	09/30/2024
	25,846.00	09/30/2024
Total USI Insurance Services NW:	119,145.00	
Veolia (Suez Water Idaho)	84.93	09/30/2024
	210.41	09/30/2024
	388.65	09/30/2024
Total Veolia (Suez Water Idaho):	683.99	
Veritas Material Consulting	1,080.00	09/27/2024
Total Veritas Material Consulting:	1,080.00	
Visionkit Studio LLC	1,350.00	09/27/2024
Total Visionkit Studio LLC:	1,350.00	
West Bannock Dev LLC	81,680.00	09/26/2024
Total West Bannock Dev LLC:	81,680.00	
Western Records Destruction	48.00	09/27/2024
Total Western Records Destruction:	48.00	

Name	Check Amount	Check Issue Date
Western States Equipment	307.68	09/26/2024
	311.18	09/26/2024
Total Western States Equipment:	618.86	
Xerox Corporation	253.28	09/27/2024
Total Xerox Corporation:	253.28	
Grand Totals:	7,096,957.79	

Report Criteria:

Summary report type printed

Check.Voided = no

MINUTES OF SPECIAL MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Board Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
August 28, 2024

I. CALL TO ORDER:

Chair Haney Keith convened the meeting with a quorum at 12:02 p.m.

Roll Call attendance taken:

Present: Commissioner Drew Alexander, Commissioner Todd Cooper, Commissioner Danielle Hurd, Commissioner Latonia Haney Keith, Commissioner Lauren McLean, Commissioner Rob Perez, and Commissioner Alexis Townsend.

Commissioner John Stevens joined by telephone.

Absent: Commissioner Ryan Erstad

Agency staff members present: John Brunelle, Executive Director; Joey Chen, Finance & Administration Director; Holli Klitsch – Controller; Lana Graybeal, Senior Communications Advisor; Doug Woodruff, Development Director; Amy Fimbel, Senior Project Manager – Capital Improvements; Megan Pape, Project Manager – Capital Improvements; Kathy Wanner, Contracts Manager; Zach Piepmeyer, Parking & Mobility Director; Mary Watson, General Counsel; Sandy Lawrence, Executive Assistant; and Agency legal counsel, Meghan Sullivan Conrad.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

III. ACTION ITEM: CONSENT AGENDA

A. Minutes and Reports

1. Approve Meeting Minutes for August 12, 2024

B. Other

1. Approve Resolution 1894: Construction Agreement between Capital City Development Corporation and Idaho Power Company for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project

Commissioner Perez made a motion to approve the Consent Agenda.

Commissioner Townsend seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith - Aye
Commissioner McLean - Aye
Commissioner Perez - Aye

Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 8 - 0.

IV. ACTION ITEM

A. CONSIDER Resolution 1893: Approve FY 2025 Five Year Capital Improvement Plan

Doug Woodruff, Development Director, gave a report.

Commissioner McLean moved to adopt Resolution 1893 approving the FY2025 Five Year Capital Improvement Plan.

Commissioner Alexander seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

B. PUBLIC HEARING: Proposed FY 2024 Amended Budget

Chair Haney Keith opened the public hearing at 12:15 p.m.

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

No public comment made and no comment in writing received.

Public Hearing closed at 12:22 p.m.

C. CONSIDER: Resolution 1889: Adopt FY 2024 Amended Budget

Commissioner McLean moved to adopt Resolution 1889 to approve the FY2024 Amended Budget totaling \$46,154,293 and to authorize the Executive Director to file copies of the budget as required by law.

Commissioner Perez seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith - Aye
Commissioner McLean - Aye

Commissioner Perez - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 8 - 0.

D. PUBLIC HEARING: Proposed FY 2025 Original Budget

Chair Haney Keith opened the public hearing at 12:24 p.m.

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

No public comment made and no comment in writing received.

Public Hearing closed at 12:34 p.m.

E. CONSIDER: Resolution 1890: Adopt FY 2025 Original Budget

Commissioner Cooper moved adoption of Resolution 1890 to approve the FY2025 Original Budget totaling \$72,872,377 and authorize the Executive Director to file copies of the budget as required by law.

Commissioner Townsend seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

F. CONSIDER: Resolution 1892: Linen Blocks on Grove Street Streetscape Improvement Project. Amendment No. 4 to the CM/GC Contract with Guho Corp.

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

Commissioner Hurd moved to adopt Resolution 1892 approving and authorizing the execution of Amendment No. 4 to the CM/GC Contract with Guho Corp. for the Linen Blocks on Grove Street Streetscape Improvements Project.

Commissioner Townsend seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye

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

The motion carried 8 - 0.

G. CONSIDER Resolution 1891: Boise City Canal Multi-Use Pathway Project. 3rd Street to Broadway Avenue. Public Works Construction Contract with Wright Brothers, The Building Company, Eagle LLC.

Kathy Wanner, Contracts Manager, gave a report.

Commissioner McLean moved to adopt Resolution No. 1891 awarding the construction contract for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project to Wright Brothers, The Building Company, Eagle LLC for the Bid amount of \$2,385,935 and authorizing the Executive Director to take all necessary steps to negotiate and execute the contract, and to expend funds as set forth in the resolution.

Commissioner Cooper seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

V. ACTION ITEM: EXECUTIVE SESSION

A motion was made by Commissioner Haney Keith to convene into Executive Session at 12:57 p.m. pursuant to Idaho Code section 74-206(1)(c), (d) and (f) to acquire an interest in real property which is not owned by a public agency; to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and to communicate with legal counsel for CCDC to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Commissioner Hurd seconded the motion.

Roll Call:

Commissioner Alexander - Aye
Commissioner Cooper - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith - Aye

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

The motion carried 8 - 0.

Discussion on real property acquisition, records exempt from disclosure and communication with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated occurred from 12:57 p.m. to 2:11 p.m.

Commissioner Cooper recused himself from discussion and left the Executive Session at 1:56 p.m.

Commissioner Perez left the Executive Session at 1:56 p.m.

A motion was made by Commissioner McLean to adjourn the Executive Session at 2:11 p.m. and to return to the public meeting.

Commissioner Alexander seconded the motion.

Roll Call:
Commissioner Alexander - Aye
Commissioner Hurd - Aye
Commissioner Haney Keith - Aye
Commissioner McLean - Aye
Commissioner Stevens - Aye
Commissioner Townsend - Aye

The motion carried 6 - 0.

The Board of Commissioners moved back into the public meeting. [*Note: Due to a technical issue the live stream did not re-start.*]

No final action or final decisions were made during Executive Session.

VI. MEETING ADJOURNMENT

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

The meeting was adjourned at 2:12p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 25TH DAY OF OCTOBER 2024.

Latonia Haney Keith, Chair

Lauren McLean, Secretary



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

October 1, 2023 - June 30, 2024

prepared date: 8/26/2024



FY2024 Q3 Financial Report (Unaudited)

October 1, 2023 – June 30, 2024

REVENUES:

Actual tax increment revenue for the first three quarters totaled \$22.1 million or 71% of the annual budget for tax increment revenue. On the consolidated level (totaling all six districts), this is about 3% higher than originally budgeted for by this point in the fiscal year.

Parking revenues totaled \$6.9 million or 77% of the total annual budget amount at the end of the third quarter. Overall, parking revenues continue to track very closely with what was originally budgeted for FY2024.

Total other revenues received at the end of the third quarter were \$3.1 million or approximately 53% of the total annual budget. These other revenues are primarily reimbursements from cost-share agreements with Ada County Highway District (ACHD) for road reconstruction in CCDC project areas.

EXPENSES:

At the end of the third quarter, total expenses for the Agency were 37% of the annual original budget amount. Operating expenses totaled 63% and capital outlay totaled 33% of what was originally budgeted for these expense categories.

- Capital Improvement Projects: Expenditures at the end of the third quarter totaled \$17.8 million or 43% of the annual budget. The Agency is focused on progressing construction projects during the upcoming fourth quarter, including Rebuild Linen Blocks on Grove Street and Old Boise Blocks on Grove Street.
- Contractual Obligations: Per contract terms, most Type 2 and Type 3 Participation Program payments occur during the fourth quarter of the fiscal year.

As is typical, fiscal year 2024 original budget amounts will be formally amended during the upcoming budget season this summer.

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

Revenues

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

Expenses

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

FY2024 ORIGINAL BUDGET REVENUE SUMMARY	FY2024 Total (Original) Budget	FY2024 Q3 Actual	% Actual to Total Budget
Revenue from Operations			
Revenue Allocation (Tax Increment).....	31,300,000	22,140,593	71%
Parking Revenue.....	9,001,691	6,950,115	77%
Other Revenues (Various Reimbursements).....	6,030,228	3,175,691	53%
Subtotal	\$ 46,331,918	\$ 32,266,399	70%
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	786,600	1,152,299	146%
Use of (Transfer to) Working Capital Fund.....	19,873,180	(8,830,021)	-44%
Subtotal	\$ 20,659,780	\$ (7,677,722)	-37%
Subtotal - Revenue from Operations	\$ 66,991,698	\$ 24,588,677	37%
Pass-Through Revenue			
Ada County Courthouse Corridor Leases.....	457,022	105,017	23%
Subtotal	\$ 457,022	\$ 105,017	23%
TOTAL REVENUE	\$ 67,448,720	\$ 24,693,694	37%
EXPENSE SUMMARY	FY2024 Total (Original) Budget	FY2024 Q3 Actual	% Actual to Total Budget
Operating Expense			
Services & Operations.....	3,278,176	2,293,519	70%
Personnel Costs.....	3,279,600	2,138,522	65%
Facilities Management.....	1,106,236	670,765	61%
Professional Services	1,424,650	583,448	41%
Subtotal	\$ 9,088,662	\$ 5,686,254	63%
Debt Service			
Debt Service.....	170,000	85,000	50%
Subtotal	\$ 170,000	\$ 85,000	50%
Capital Outlay			
Office Furniture/Computer Equipment.....	98,500	17,793	18%
Capital Improvement Projects (part of CIP).....	41,307,544	17,846,999	43%
Contractual Obligations (part of CIP).....	6,422,492	258,173	4%
Parking Reinvestment Plan (PRP).....	9,771,000	619,293	6%
Mobility Projects.....	133,500	75,166	56%
Subtotal	\$ 57,733,036	\$ 18,817,424	33%
Subtotal - Expenses for Operations	\$ 66,991,698	\$ 24,588,677	37%
Pass-Through Expense			
Ada County Courthouse Corridor Leases.....	457,022	105,017	23%
Subtotal	\$ 457,022	\$ 105,017	23%
TOTAL EXPENSE	\$ 67,448,720	\$ 24,693,694	37%

FY2024 Q3 OPERATING REVENUES

QUARTERLY REVENUE REPORT
PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY
October 2023 - June 2024

Activity	FY 2023	FY 2024	FY 2024			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
River-Myrtle / Old Boise	11,445,589	14,700,000	9,618,625	10,096,165	477,540	5%
Westside	4,252,488	5,400,000	3,515,488	3,163,733	(351,755)	-10%
30th Street	1,223,825	1,500,000	980,632	942,189	(38,443)	-4%
Shoreline	546,121	800,000	470,854	507,496	36,642	8%
Gateway East	4,438,513	7,400,000	5,976,964	6,409,434	432,470	7%
State Street	872,897	1,500,000	955,908	1,021,576	65,668	7%
TOTAL RAD	22,779,433	31,300,000	21,518,472	22,140,593	622,122	3%
PARKING BY GARAGE						
9th & Main	1,666,560	1,713,381	1,300,378	1,237,661	(62,717)	-5%
Capitol & Main	2,272,773	2,310,877	1,750,513	1,743,675	(6,837)	0%
9th & Front	1,993,311	1,895,874	1,439,344	1,538,766	99,421	7%
10th & Front	1,397,899	1,433,341	1,084,118	1,120,382	36,264	3%
Capitol & Myrtle	1,031,443	1,026,146	768,153	810,612	42,459	6%
11th & Front (CCDC's portion 30.1%)	450,521	465,071	344,796	381,295	36,499	11%
Misc. Parking	166,746	157,000	117,750	117,723	(27)	0%
TOTAL PARKING	8,979,252	9,001,690	6,805,052	6,950,115	145,063	2%
Other	5,268,455	6,030,228	3,015,114	3,175,691	160,577	5%
TOTAL	37,027,140	46,331,918	31,338,638	32,266,399	927,762	3%

RECONCILIATION TO FY 2024 BUDGETED OPERATING REVENUES

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

**Capital City Development Corporation
Balance Sheet - Governmental Funds
June 30, 2024 (Unaudited)**

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	State Street District RA Fund	Parking Fund	Total Governmental Funds
ASSETS									
Cash and investments	1,300,000	24,682,402	5,464,051	3,366,056	1,605,355	12,569,360	1,659,406	20,502,069	71,148,699
Accounts receivable	8,859	749,344	82,325	-	-	-	-	77,801	918,329
Interest receivable	96,740	-	-	-	-	-	-	-	96,740
Taxes receivable	-	4,366,511	2,178,871	620,209	321,015	1,131,669	542,358	-	9,160,633
Leases receivable	-	-	-	-	-	-	-	652,148	652,148
Prepays	-	15,250	4,269	-	-	-	-	-	19,519
Restricted cash	-	-	-	-	-	-	-	507,483	507,483
Property held for resale or development	-	1,803,331	7,152,327	-	-	-	-	-	8,955,658
Total assets	1,405,599	31,616,838	14,881,843	3,986,265	1,926,370	13,701,029	2,201,764	21,739,501	91,459,209
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES									
LIABILITIES									
Accounts payable	41,498	1,034,454	100,624	-	198,683	66,723	-	425,824	1,867,806
Accrued liabilities	243,289	-	-	-	-	-	-	-	243,289
Advanced revenues	-	-	-	-	-	-	-	-	-
Refundable deposits	-	-	45,000	-	-	-	-	-	45,000
Total liabilities	284,787	1,034,454	145,624	-	198,683	66,723	-	425,824	2,156,095
DEFERRED INFLOWS OF RESOURCES									
Unavailable property tax Lease Related	-	4,366,511	2,178,871	620,210	321,015	1,131,669	542,359	-	9,160,635
	-	-	-	-	-	-	-	629,426	629,426
Total deferred inflows of resources	-	4,366,511	2,178,871	620,210	321,015	1,131,669	542,359	629,426	9,790,061
FUND BALANCES									
Nonspendable	-	1,818,581	7,152,327	-	-	-	-	-	8,970,908
Restricted	-	24,397,292	5,405,021	3,366,055	1,406,672	12,502,637	1,659,405	7,446	48,744,528
Committed	-	-	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	-	-	20,176,805	20,176,805
Unassigned	1,120,812	-	-	-	-	-	-	-	1,120,812
Total fund balances	1,120,812	26,215,873	12,557,348	3,366,055	1,406,672	12,502,637	1,659,405	20,684,251	79,513,053
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	1,405,599	31,616,838	14,881,843	3,986,265	1,926,370	13,701,029	2,201,764	21,739,501	91,459,209

FUND BALANCE DEFINITIONS

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

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

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

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

Unassigned: all other funds; typically the General Fund.



AGENDA BILL

Agenda Subject: Approve Resolution No. 1898 – 2500 E Freight St., Boise Gateway 3. Amendment 1 to the Type 2 Participation Agreement with Boise Gateway 3, L.C.		Date: October 25, 2024
Staff Contact: Corrie Brending	Attachments: 1. Resolution No. 1898 2. First Amendment to 2500 E Freight St., Boise Gateway Type 2 Participation Agreement	
Action Requested: Adopt Resolution No. 1898 approving and authorizing the Executive Director to execute the First Amendment to the Type 2 General Assistance Participation Agreement with Boise Gateway 3, L.C.		

Background:

Boise Gateway 3 has an existing Type 2 General Assistance Agreement dated February 12, 2024. The existing agreement allows for an amendment to include Building 4 in the project definition if the developer starts the construction process for Building 4 prior to the completion deadline for Building 3 (August 1, 2024). It also allows the tax increment generated by Building 4 and collected by CCDC within the reimbursement term to reimburse the project’s eligible expenses.

The agreement includes CCDC assistance for an estimated \$2,270,098 of eligible expenses to construct necessary public improvements. The public improvements include widening Eisenman Road to incorporate a left-hand turning lane into Winco Court, constructing sidewalks and streetscapes on the project site’s Winco Court, Eisenman Road, and Freight Street frontages, and underground and extending utility conduit and main lines. All public improvements for Building 3 and Building 4 were included in the original agreement.

Boise Gateway Building 3 is a planned 185,000-square-foot, speculative industrial building designed to accommodate one to four tenants with site improvements including 121 parking spaces, bike racks, and accessible pathways from the parking area to the building. This amendment will include Building 4, which is an additional 70,000 square foot industrial warehouse. The tax increment generated by Building 4 and collected by CCDC within the reimbursement term will reimburse more of the project’s eligible expenses.

Proposed changes to the agreement include:

- Section I. - Updating the required completion date to March 1, 2026, from August 1, 2024.

- Section III. C. - Updating the term “Project” to include Exhibit F – Building 4 Plans and increase the estimated total value of the project to \$36,293,000.
- Section III. G. - Updating the estimated reimbursement payments to be:

September 2028	\$ 192,092
September 2029	\$ 192,092
September 2030	\$ 192,092
September 2031	\$ 192,092
September 2032	\$ 192,092
September 2033	\$ 192,092
Total	\$ 1,152,552

Fiscal Notes:

Type 2 assistance is limited to the lesser of 1) the project’s agreed upon total eligible expenses or, 2) 80% of the project’s tax increment value over the qualified reimbursement term (6 years). Total reimbursement will not exceed the actual public improvement expenses as verified by CCDC at completion of the project.

The amendment updates the project’s estimated total value to \$36,293,000. The project has estimated Eligible Expenses of \$2,270,098. Based on the Participation Program’s tax increment generation equation and depending on levy rates, CCDC anticipates being able to reimburse \$1.2 million of these expenses over 6 years. The actual reimbursement will be determined by the actual tax increment generated by the project and received by CCDC. Assuming the project is complete per its schedule in March 2026, the developer will begin receiving reimbursements in 2028.

Reimbursement of no more than \$2,270,098 will be paid to Boise Gateway 3, L.C.

Staff Recommendation:

Approve and authorize the Executive Director to execute the First Amendment to the Type 2 General Assistance Agreement with Boise Gateway 3, L.C.

Suggested Motion:

Adopt Resolution No. 1898 approving and authorizing the Executive Director to execute the First Amendment to the Type 2 General Assistance Participation Agreement with Boise Gateway 3, L.C.

RESOLUTION NO. 1898

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 FIRST AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND BOISE GATEWAY 3, L.C., A UTAH LIMITED LIABILITY COMPANY; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on February 14, 2024, the Agency Board adopted its Resolution 1858 approving a Type 2 Participation Agreement ("Agreement") with Boise Gateway 3, L.C., for right-of-way construction and dedication, extension of public utilities, and construction of public infrastructure located in the Gateway East Economic Development District; and,

WHEREAS, the original Agreement allowed for amending the Agreement to include a new building, Building 4, in the definition of the Project; and,

WHEREAS, on July 25, 2024, the Agency received a request from Boise Gateway 3, L.C. for an amendment to the Agreement due to their decision to include Building 4 in the project; and,

WHEREAS, the Agency and Boise Gateway 3, L.C. deem it necessary and appropriate to amend the Agreement to account for the addition of Building 4 and to extend the Term of the Agreement; and,

WHEREAS, attached hereto as Attachment 1 and incorporated herein as if set forth in full is the First Amendment to the Type 2 Participation Agreement with Boise Gateway 3, L.C.; and,

WHEREAS, effective July 1, 2024, Idaho Code Section 67-2347A prohibits any public agency within the State of Idaho, from entering into a contract with a company without certification from that company that it is not currently engaged in any boycott of certain sectors; and,

WHEREAS, the Agency Board finds it in the best public interest to approve the Amendment 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 First Amendment to the Type 2 General Assistance Participation Agreement, a copy of which is attached hereto as Attachment 1 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 execute the First Amendment and to execute any necessary documents required to implement the Amendment, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent have been met; and further, any necessary technical corrections to the First Amendment or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the October 25, 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 October 25, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 25, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chair

ATTEST:

BY: _____
Lauren McLean, Secretary



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

AMENDMENT 1

This FIRST AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT (“Amendment”) is made and 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 Boise Gateway 3, L.C., a Utah Limited Liability Company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually referred to as “Party.”

RECITALS

WHEREAS, Participant and CCDC have previously entered into a Type 2 General Assistance Participation Agreement, dated February 12, 2024 (the “Agreement”) for a project located at 2425 East Winco Court and 2500 East Freight Street, in Boise, Idaho; and,

WHEREAS, the original agreement (Section II, E. Special Conditions Regarding Building 4) allowed for amending the agreement to include a new building, Building 4, in the definition of the Project; and,

WHEREAS, on July 25, 2024, CCDC received a request from the Participant for an amendment to the Agreement due to the Participant’s decision to include Building 4 in the project; and,

WHEREAS, Participant and CCDC wish to extend the Term of the Agreement as set forth herein; and,

WHEREAS, effective July 1, 2024, Idaho Code Section 67-2347A prohibits any public agency within the State of Idaho from entering into a contract with a company without certification from that company that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company is boycotting certain sectors.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant and CCDC agree to amend the Agreement as follows:

1. Section I of the Agreement, Effective Date and Term, is hereby amended to read as follows:

I. EFFECTIVE DATE AND TERM

The “Effective Date” of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete. Participant must reach Completion of the Project and the Public Improvements by ~~August 1, 2024~~ **March 1, 2026**. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty. A single, one hundred eighty (180) day extension to the ~~August 1, 2024~~ **March 1, 2026**, construction completion deadline may be granted upon written approval by CCDC.

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

2. Section II (C) of the Agreement, *The Project*, is hereby amended to read as follows:

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

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

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be ~~TWENTY-SIX MILLION TWO HUNDRED NINETY-THREE THOUSAND DOLLARS (\$26,293,000)~~ **THIRTY-SIX MILLION TWO HUNDRED NINETY-THREE THOUSAND DOLLARS (\$36,293,000)** (the “Estimated Value”).

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

3. Section III (G) of the Agreement, *Reimbursement Schedule*, is amended to delete the section in its entirety and replace it as follows:

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

The CCDC Reimbursement is paid using actual tax increment revenue generated by the Project and received by CCDC. The Reimbursement shall be paid upon completion of the Project.

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

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

The anticipated timeline for this project is as follows:

Reimbursement	Project Completion	Assessment	Assessment Type	Taxes Due	Reimbursement Paid
#1	March 2026	January 2027	Primary Roll	Dec. 2027 & June 2028	September 2028
#2	NA	January 2028	Primary Roll	Dec. 2028 & June 2029	September 2029
#3	NA	January 2029	Primary Roll	Dec. 2029 & June 2030	September 2030
#4	NA	January 2030	Primary Roll	Dec. 2030 & June 2031	September 2031
#5	NA	January 2031	Primary Roll	Dec. 2031 & June 2032	September 2032
#6	NA	January 2032	Primary Roll	Dec. 2032 & June 2033	September 2033

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

Estimated Assessed Value*	\$ 29,034,400
2020 Assessed Value	(\$ 0)
Subtotal	\$ 29,034,400
X Levy Rate (0.00827)	\$ 240,0114
X 80% (Level A Reimbursement Rate)	\$ 192,092

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

Estimated Reimbursement Payments

1) September 2028	\$ 192,092
2) September 2029	\$ 192,092
3) September 2030	\$ 192,092
4) September 2031	\$ 192,092
5) September 2032	\$ 192,092
6) September 2033	\$ 192,092
Total	\$ 1,152,552

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

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

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

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

4. Exhibit E: Confirmation of Reimbursement (Draft) is hereby deleted in its entirety and replaced with the attached revised Exhibit E (3 pages).

5. **VI. GENERAL PROVISIONS**

A new Section, *Section N, Prohibition on Contracts with Companies Boycotting Certain Sectors*, is hereby added to the Agreement to read as follows:

N. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. In accordance with Idaho Code Section 67-2347A, PARTICIPANT by entering into this Agreement, hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber,

minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. This section applies only to a contract that is between a public entity and a company with ten (10) or more fulltime employees and has a value of one hundred thousand dollars (\$100,000) or more that is to be paid wholly or partly from public funds of the public entity.

6. All other terms and conditions of the Agreement shall remain in full force and effect. This Amendment shall control in the event of a conflict between this Amendment and the Agreement.

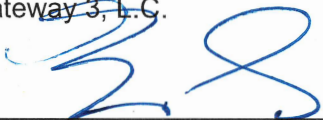
IN WITNESS WHEREOF, the effective date of this Amendment shall be the date when this Amendment has been signed by CCDC.

CCDC: Capital City Development Corporation

By: _____
John Brunelle, Executive Director

Date: _____

PARTICIPANT: Boise Gateway 3, L.C.

By:  _____
Brian Gochnour, Manager

Date: 10.15.2024

Exhibits:

- A: Revised Exhibit E – Confirmation of Reimbursement (Draft)

Exhibit E: Confirmation of Reimbursement (Draft)

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

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

WITNESSETH:

1. CCDC Contribution

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

2. Payment Schedule

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

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

First Annual Payment – Due on or before September 30, 2028

CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2028.

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

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

Third Annual Payment – Due on or before September 30, 2030

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

Fourth Annual Payment – Due on or before September 30, 2031

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

Fifth Annual Payment – Due on or before September 30, 2032

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2032.

Sixth Annual Payment – Due on or before September 30, 2033

CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of 2033.

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

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

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

3. Limitation on Making Payments

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

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

Signatures on Following Page

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

AGENCY:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
John Brunelle, Executive Director

Date

PARTICIPANT:
Boise Gateway 3, L.C.

By: _____

Its: _____

Date



AGENDA BILL

Agenda Subject: Resolution 1895 approving the FY2025 Cooperative Agreement between Valley Regional Transit and Capital City Development Corporation for Public Transportation Financial Contribution		Date: October 25, 2024
Staff Contact: Zach Piepmeyer, P.E. Parking & Mobility Director	Attachments: Resolution 1895 FY2025 Cooperative Agreement	
Action Requested: Adopt Resolution 1895 approving the FY2025 Cooperative Agreement between Valley Regional Transit and Capital City Development Corporation for Public Transportation Financial Contribution		

Background:

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

In FY2024, the Agency provided \$125,196 in financial support to VRT, which included \$60,000 to support the City Go program, \$58,280 for Transit Improvements within the State Street URD and a General Assessment of \$6,916.

For FY2025, the Agency anticipates supporting City Go and transit infrastructure improvements in active Districts with a specific contribution dedicated to transit improvements on River Street at the Pioneer Pathway crossing in the Shoreline URD.

Fiscal Notes:

VRT has requested a total of \$116,619 from the Agency for FY2025. A breakdown of the requested funding from the Agency is as follows:

Item	Description	Amount
1	General Assessment (for services support and regional overhead)	\$6,619
2	Shoreline Transit Infrastructure Improvements	\$50,000
3	City Go Support	\$60,000
	Total:	\$116,619

The FY2025 budget includes adequate funds to cover the requested amount.

Staff Recommendation:

Adopt Resolution 1895 approving the FY2025 Cooperative Agreement between Valley Regional Transit and Capital City Development Corporation for Public Transportation Financial Contribution.

Suggested Motion:

I move to adopt Resolution 1895 approving the FY2025 Cooperative Agreement between Valley Regional Transit and Capital City Development Corporation for Public Transportation Financial Contribution.

RESOLUTION NO. 1895

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A COOPERATIVE AGREEMENT WITH VALLEY REGIONAL TRANSIT FOR THE AGENCY'S ANNUAL PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Valley Regional Transit has requested from the Agency the following contributions in Fiscal Year 2025: \$6,619 to contribute to support services and regional overhead; a special assessment of \$60,000 to support City Go; and \$50,000 to support the Partnership Bus Stop Improvement project in the Shoreline Urban Renewal District; and,

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

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

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

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

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Cooperative Agreement and to execute all necessary documents required to implement the actions contemplated by the Cooperative Agreement, subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Cooperative Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Cooperative Agreement and the comments and discussions received at the October 25, 2024, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Cooperative Agreement and to perform any and all other duties required pursuant to said Cooperative Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on October 25, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on October 25, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST

By: _____
Lauren McLean, Secretary

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

THIS COOPERATIVE AGREEMENT (“**Agreement**”) is entered into this 1st day of October 2024 by and between VALLEY REGIONAL TRANSIT, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code (“**Authority**”), and Capital City Development Corporation, an independent public body corporate and politic. authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code (“**Member**”)

RECITALS

- a. **Authority** is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and as a result of November 3, 1998 public referendum. **Authority** provides publicly funded or publicly subsidized transportation services and programs in Ada and Canyon counties.
- b. **Member** is the duly created and functioning urban renewal agency for Boise City, Idaho.
- c. Idaho Code § 40-2109(7) provides that **Authority** may enter into cooperative agreements with the state, other authorities, counties, cities and highway districts under the provisions of Idaho Code § 67-2328, which expressly authorizes public agencies to enter into agreements with one another for cooperative action for purposes within the power, privilege, or authority of said agencies.
- d. Idaho Code § 40-2110 provides that counties, cities, highway districts and other governmental entities in the region may enter into cooperative agreements with the regional public transportation authority in order to contribute funds from any source in recognition of costs of the authority.
- e. **Authority** develops funding requests through an approved cost allocation methodology. There are four categories involved in generating the initial funding request: general assessments, service and capital contributions, and special assessments.
- f. **Authority** has requested from **Member: \$6,619** to contribute to support services and regional overhead; a special assessment of **\$60,000** to support City Go; and **\$50,000** to support a transit Infrastructure capital project in **Member’s** Shoreline Urban Renewal District. **Member** has budgeted an amount sufficient to pay these expenses, which represent the **Member’s** proportionate share of support for services, capital, and regional overhead.
- g. **Authority** generally follows the allocation methodology to designate how **Member** contributions are used. However, Authority may leverage **Member** contributions as local match to optimize utilization of both local and federal sources of funding to ensure the most effective use of all revenue sources.

AGREEMENT

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

Section 1. Term

This **Agreement** shall be in effect from the 1st day of October 2024, and will terminate on the 30th day of September 2025, unless earlier terminated pursuant the mutual written agreement of the parties hereto.

Section 2. Purpose

The purpose of this **Agreement** is:

- (a) For **Member** to pay **\$116,619** to **Authority** for Fiscal Year 2025 expenses pertaining to regional overhead, City Go and the Shoreline District Infrastructure capital project required to support the regional transportation services within the **Member's** jurisdiction.
- (b) For **Authority** to use **Member's** contribution for capital and regional overhead expenses included in the annual FY2025 budget to support services within Member's jurisdiction.
- (c) For **Authority** to leverage **Member's** contribution with matching federal funding to optimize all revenue sources available for operations, capital, and regional overhead.

Section 3. Compliance

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

Section 4. Payment

- (a) **Member** shall pay its annual contribution of **\$116,619** within 30 days of invoice.
- (b) **Authority** shall provide **Member** a financial reconciliation and a quarterly status report on capital or other special projects.
- (c) Payment shall be made directly to **Authority** at the following address, unless **Member** is notified in writing by **Authority** of a new address:

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

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

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

Section 5. Contact Information

- (a) **Authority** point of contact for this agreement is Cameron Wells, Chief Financial Officer, cwells@ridevrt.org, 208.258.2709
- (b) **Member** point of contact for this agreement is Zach Piepmeyer, Director – Parking & Mobility Director, zpiepmeyer@ccdcboise.com

Section 6. Miscellaneous

- (a) Each party hereto represents and warrants that each person executing this **Agreement** on behalf of such party is, at the time of such execution, duly authorized to do so by such party's governing body and is fully vested with the authority to bind such party in all respects.
- (b) If any provision of this **Agreement** is held invalid, illegal, or unenforceable, the remainder shall be construed to conform to the intent of the parties and shall survive the severed provisions.
- (c) Except as provided otherwise herein, this **Agreement** and any attachments hereto constitute the entire **Agreement** between **Authority** and **Member** concerning the subject matter hereof. The provisions of this **Agreement** shall be construed as a whole and not strictly for or against any party.
- (d) The captions and headings in this **Agreement** are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.
- (e) This **Agreement** is not intended to create, nor shall it in any way be interpreted or construed to create any third-party beneficiary rights in any person not a party hereto.
- (f) This **Agreement** shall be binding on the parties hereto, and their successors and assigns.

Section 7. Indemnification

To the extent permissible by law, **Authority** shall indemnify, defend, protect and hold harmless **Member**, and its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever (collectively, "Claims") arising out of or incident to this **Agreement**, and any renewal or extension thereof, and arising out of or caused by the negligent or intentional acts or omissions of **Authority**, its officers, agents and employees, regardless of where the injury, death, or damage may occur, except to the extent any such Claims arise out of or are caused by the negligent or intentional act or omission of **Member** or its officers, agents and employees. **Member** shall give to **Authority** reasonable notice of any such Claims. **Authority** shall notify **Member** of the counsel to be used in carrying out its obligations hereunder. **Member** must state any reasonable objection that it may have regarding the use of said counsel. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this **Agreement**, and any renewal or extension thereof. Notwithstanding anything to the

contrary in the foregoing, **Member** right to indemnification pursuant to the foregoing shall be limited to indemnification for such Claims for which **Member** incurs actual liability or expense. The foregoing indemnification includes, without limitation, any Claim arising out of or caused by the noncompliance of any services, programs, or activities provided by **Authority** under this **Agreement** with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited to, the Americans with Disabilities Act (ADA). Notwithstanding anything to the contrary in the foregoing, (i) no employee or officer of **Authority** shall be personally liable to **Member** under this **Agreement**, (ii) with respect to third party Claims, both **Authority** and **Member** expressly reserve any and all of the privileges and immunities available to them, if any, under Idaho law, and (iii) the agreement of **Authority** to hold harmless or indemnify **Member** shall be limited to, and be payable only from, **Authority's** available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program."

EXECUTED and effective as of the date first above written.

Valley Regional Transit:

Elaine Clegg
Elaine Clegg (Sep 17, 2024 07:35 MDT)

Elaine Clegg
Chief Executive Officer

Capital City Development Corporation:

Signature

Printed name:

FOR CCDC OFFICE USE

PO #250002

CityGo Contribution:
Activity Code: 19043
GL: 401-480-6150

Shoreline Improvements:
Activity Code: 22036
GL: 401-480-6150

VRT Assessments:
Activity Code: 18035
GL: 401-480-6150



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IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street. Amendment No. 2 to the CM/GC Contract with Guho Corp.		Date: October 25, 2024
Staff Contact: Megan Pape, Project Manager	Attachments: <ol style="list-style-type: none"> 1. Resolution 1897 2. Amendment No. 2 to CM/GC Agreement with Guho Corp. 	
Action Requested: Adopt Resolution 1897 approving and authorizing the execution of Amendment No. 2 to the CM/GC Contract with Guho Corp. for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project.		

Background:

Capitol Boulevard between the Boise River and Myrtle Street is part of a vital thoroughfare for travelers into downtown Boise. Growth in the area is changing how public spaces are used, creating a need for design enhancements and improvements that will continue to expand the network of pedestrian-friendly streets and support various alternative modes of transportation. The primary goal of this project is to provide safer, less congested travel options for the public.

The Capitol Boulevard Streetscape Improvements Project spans both sides of Capitol Boulevard from the Boise River to Myrtle Street. Pedestrian improvements will include the addition of an enhanced crosswalk at Fulton Street, as well as upgraded ADA-compliant sidewalks, ramps, and driveway approaches. Streetscape enhancements will feature the addition of street trees, protected bike lanes, historic lighting, green stormwater facilities and furnishings such as bike racks, benches, and trash receptacles. The project will also involve utility upgrades, including the addition of new fiber optic infrastructure, the replacement of an aging water main line on behalf of Veolia, and the replacement of the City of Boise’s geothermal infrastructure under Capitol Boulevard to improve system reliability and ensure capacity for future growth. Upgrades will also include traffic signal improvements and a new Valley Regional Transit hub at the northeast corner of River Street and Capitol Boulevard.

Amendment No. 1, approved by the Agency Board in July 2024, authorized the early procurement of geothermal materials needed for the project. Amendment No. 2 to the CM/GC contract with Guho Corp. is for the construction of the full project improvements. Guho Corp. put the work out for competitive bidding and is required to award the contracts to the lowest responsive bidders, in accordance with Idaho Code §54-4511. Agency staff was present for the bid opening. With the Board’s approval of Resolution 1897, Guho Corp. will begin awarding subcontracts and commence construction in November 2024. The project will be complete prior to the sunsetting of the River-Myrtle District on September 30, 2025.

Fiscal Notes:

Amendment No. 2, in the amount of \$6,044,588, increases the Guaranteed Maximum Price (GMP) to \$6,633,354.15 for the construction of the full improvements of the Agency's Capitol Boulevard Streetscape Improvements Project. The Agency's FY2025 budget sufficiently covers these construction costs.

Staff Recommendation:

Agency staff recommends the Agency Board adopt Resolution 1897 approving Amendment No. 2 to the CM/CG contract with Guho Corp. for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project.

Suggested Motion:

I move to adopt Resolution 1897 approving and authorizing the execution of Amendment No. 2 to the CM/GC Contract with Guho Corp. for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project.

RESOLUTION NO. 1897

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 THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) AGREEMENT BETWEEN THE AGENCY AND GUHO CORP.; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, in cooperation with the City of Boise and the Ada County Highway District, the Agency seeks to make certain transformative improvements and enhancements to the public right-of-way of Capitol Boulevard between the Boise River and Myrtle Street, in downtown Boise, to wit: adding typical streetscape improvements including historic streetlights and an enhanced crosswalk at Fulton Street; installing green stormwater infrastructure; reconstructing curbs, gutters, and sidewalks, replacing traffic signals at the River Street intersection; and, replacing the

geothermal line under Capitol Boulevard, all in an effort to contribute as a catalyst to economic development and downtown reinvestment by private entities; and,

WHEREAS, due to the extensive improvements, and complexities inherent to streetscape construction in the downtown core, the level of pedestrian, bicycle and vehicle traffic in the area, and the proximity to the library, schools, and Julia Davis Park, the Agency determined that the best approach for construction of the improvements was to hire a Construction Manager/General Contractor (“CM/GC”); and,

WHEREAS, upon approval of Resolution 1844 by its Board of Commissioners on November 13, 2023, the Agency entered into a CM/GC Agreement with Guho Corp. for the Capitol Boulevard Streetscape Improvements Project (“Project”) using the CM/GC construction delivery method; and,

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

WHEREAS, on July 16, 2024, the Agency Board of Commissioners adopted Resolution 1888 approving and authorizing the Executive Director to execute “Amendment No. 1 to the Standard Agreement and General Conditions Between Owner and Construction Manager” with Guho Corp. in order to establish a Guaranteed Maximum Price (GMP) for the initial phase of construction services for the Project; and,

WHEREAS, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of “Amendment No. 2 to Standard Agreement and General Conditions Between Owner and Construction Manager,” attached as Exhibit A, to increase the GMP by SIX MILLION FORTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$6,044,588) to include all costs associated with the construction of the Project; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Amendment No. 2 and to authorize the Agency’s Executive Director to execute same.

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

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

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

Section 3: That the Agency Executive Director is hereby authorized to execute Amendment No. 2, in the amount of SIX MILLION FORTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$6,044,588), to the Construction Manager / General Contractor

construction agreement with Guho Corp., which will increase the Guaranteed Maximum Price of the Project to SIX MILLION SIX HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED FIFTY-FOUR AND 15/100 DOLLARS (\$6,633,354.15).

Section 4: That the Agency Executive Director is further authorized to expend funds for the Guaranteed Maximum Price amount plus up to 4% of that amount for contingencies if determined necessary in his best judgment.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on October 25, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on October 25, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

**AMENDMENT NO. 2 TO THE
STANDARD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND CONSTRUCTION MANAGER
(WHERE THE CM IS AT-RISK)**

DATED _____, 2024

Pursuant to Section 7.5 of the Agreement dated February 9, 2024, between the Owner, Capital City Development Corporation, and the Construction Manager, Guho Corp. for the Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street Project located in downtown Boise, the Owner and the Contractor desire to establish a Guaranteed Maximum Price (the "GMP") for the Work. The Owner and the Contractor hereby agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, Amendment No. 1 dated July 16, 2024, and the changes set forth herein is SIX MILLION SIX HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED FIFTY-FOUR AND 15/100 DOLLARS (\$6,633,354.15).

This Amendment No. 2 increases the GMP by the amount of SIX MILLION FORTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$6,044,588) and is for the performance of the Work in accordance with the exhibits listed below, which are a part of this Agreement.

- EXHIBIT A: Assumptions and Clarifications (7 pages)
- EXHIBIT B: Schedule of Values (4 pages)
- EXHIBIT C: Allowances (1 page)
- EXHIBIT D: Subcontractors, Vendors, Self-Performed Work (3 pages)
- EXHIBIT E: General Conditions (1 page)
- EXHIBIT F: Schedule (4 pages)
- EXHIBIT G: Drawings List (2 pages)
- EXHIBIT H: ACHD Permit # Zone 24-1711 and Traffic Control Plans (11 pages)

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is August 22, 2025.

ARTICLE 3 DATE OF FINAL COMPLETION

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

[End of Amendment No. 2 | *Signatures appear on the following page.*]

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

OWNER: Capital City Development Corporation

BY: _____
John Brunelle, Executive Director

Date: _____

Approved as to Form:

Mary Watson, General Counsel

CONSTRUCTION MANAGER: Guho Corp.

BY: _____
Anthony Guho, Vice President

Date: _____

END OF DOCUMENT

Budget Info / For Office Use	
Fund/District	302
Account	6250
Activity Code	23005
PO #	240039
Contract Term	September 30, 2025



EXHIBIT A: ASSUMPTIONS AND CLARIFICATIONS

CONSTRUCTION COST

02-4100 Demolition

- Demo of existing asphalt road
- Assumed depth 6"
- No concrete and or CRABS base

02-4113 Demo Site Sidewalk Demo

- Sawcut along existing hard tie in point.
- Concrete sidewalks 4-6" thick unreinforced concrete.
- If building extend into the ROW neat cut sawcut and leave existing conditions.
- Removal of trees and existing landscaping.

03-3100 VRT Bus Station Foundation

- Assumes (2) @ 30" Round x 6" Deep with Elevated Pad

10-1400 Signage

- Signage Package
- Delineators **K**

12-9300 Site Furnishings

- Sandstone Bench
- Bike Rack Paver install
- Bike Rack Paver powder coated green
- Trash Receptacle
- Install is covered under general labor

26-0505 Electrical Demo

- Street Light Demo
 - Salvage to City of Boise or Dispose

26-0546 Electrical Pole Base

- Standard Light Pole Base Detail
-

26-5613 Light Poles and Standards

- Electrical service cabinets – provided by ACHD
- Conduits may be joint trenched with city fiber, or ACHD interconnect.

31-2000 Road Excavation

- Excavation to subgrade only
- Capitol Asphalt Section Depth 5"/4"/25"
- Concrete Paving Section Depth 8"/6"



31-2213 Sidewalk Excavation

- Excavation form bottom of demoed sidewalk to – 4” for gravel section

31-2317 Trenching

- Joint trenching for fiber, electrical conduits, irrigation, signal and interconnect.

32-0129 Asphalt Patch

- Patch Limits per plan

32-1100 Sidewalk Base Course

- 4” of Gravel Under Sidewalks
- 6” Under Bike Lane

32-116 Asphalt Base Section

- 25” of Pit Run
- 4” of $\frac{3}{4}$ Gravel
- Does not include geo fabric or grid for additional stabilization

32-1212 Asphalt Paving

- 5” Paving on Capitol
- 2’ Patch Back on East side of Capitol to be hand placed, needs to be minimum 5’ wide for machine placement

32-1313 Concrete Paving

- Concrete paving to have broomed finish
- Drive approaches are included in concrete paving

32-1416 Brick Pavers

- Endicott Unit Pavers
- Install Salvaged pavers
- Salvaged pavers 877 sf

32-1613 Curb and Gutter

32-1623 Sidewalks

- Cold weather admixtures to utilize Cold Weather Allowance

32-1723 Pavement Markings

- Painting of bike box markings
- Thermal markings for crosswalks, stop bars, letters and symbols only

32- 1726 Tactile Warning Surfaces



32-3119 Decorative Metals Fencs and Gates

- Includes Capitol Typology only per DBSSSM North of Fulton St.
- Curb Mounted 282 lf
- Pier Mounted 210 lf
 - Does not account for sprinkler adjustments

32-3913 Bollards

- (4) 42" Bollards per Downtown Boise Streetscapes Standard

32-8000 Irrigation

- Connection to existing system will utilize control wires at location of tie in
- Existing Valve Boxes assumed to be in working order and clear of obstructions
- 3,000 sqft of Sod Replacement

32-9313 Ground Covers

33-4000 Storm Drainage

- Excavate for Bioswale to excavation per plan
- Backfill with ACHD Bioswale Mix
- Curb Prep for Walls
- Over Excavate for Wall Placement
- After Concrete Placement backfill and compact perimeter
- Finish Backfilling to Top of Swale Elevation
- T&M Tracking for Time spent working around existing utilities in conflict with excavation

33-4211 Stormwater Piping

- Utilizing existing storm drain manholes and adjust pipe inverts with new core

33-4233 Stormwater Drop inlets

33-6000 Geothermal Pipe Install

- Install of Geothermal from Main to Vault North of the River
- Materials for Base Bid Included in GMP 1
- City to Provide, Valves, Valve Supports, Gilsulate and Anodes
- Fiberglass Spools for South Tie In
- Demo Existing pipe where in conflict with new install
 - AC pipe to be placed at ground level
 - City to Bag, Tag and Dispose of AC Pipe
 - Grout End of abandoned in place lines
- Abandon in Place all existing lines where not in conflict with new installation
- Does not include any drops for utility conflicts.

33-1000 Water Utilities

- Does not include any drops for utility conflicts.



33-8126 Communication Utilities

- Bore from Myrtle to Broad Street
 - Pot Hole Existing Utilities Crossing to verify path for bore
 - Includes Night Time/Weekend Lane Shift TC Control for ITD for Myrtle

34-4000 Transportation Signaling

- All Singal Materials and control Cabinets to be provided by ACHD
- Use Tax Included based on assumed Value of \$130,000
- Opticom Camera and Cable provided by others

34-4113 Signal Bases

- Singal Pole bases to be vac truck excavated
- Assumes NO Ground Water

GENERAL CONDITIONS

General Working Hours are M-F 7am-6pm

Job Office Provided by City of Boise at Property on Corner of 8th and River

01-4123 Permits

- ACHD Permit Fees \$85/ day

01-5200 Construction Facilities

- Office and technology equipment for City provided Office Space
 - Video conference monitor and camera provided for team meetings
 - Printer and 5g Internet Connection Provided at Job Office

01-5400 Construction Aid

- General Laborer Allowance to be used for small tasks as needed, traffic control, business signage, cleanup, public relations items hours tracked on Time and Material.

01-5526 Traffic Control

- Based on ACHD approved traffic control plans.
- Bike Lane Detour around project
- Approved Traffic Plans by ACHD

01-5600 Temp Barriers and Enclosures

- Temporary orange fencing 4' tall with concrete base installed at back of sidewalk
- ADA walls 500ft
- Temporary chain link fence and based provided for Water and Geo Install

01-5713 Erosion/ Sediment CTRL (SWPPP)



- ESC plan provided by GC for ROW permit application only. Does not include filling with the DEQ.
- Low Erosivity Waiver
- Maintain SWPPP and perform inspections as required.
- Drop inlet Protection in existing DI's
 - No waddle or silt fence at perimeter
 - No track out pads
 - Road sweeping as necessary to contain track out
 - No dewatering plans or provisions for dewatering provided

01-5800 Project Signage

- Wind signs for sidewalk, public notices and maps.

01-7419 Waste Management

- Dump Trailer/ Dumpster for construction trash. Dumpster for 10 months.

02-2100 Survey

- Survey and construction staking.
- Does not include resetting of property pins, these are to be “retain and protect.”
- Total Station / GPS +Data Collector- Survey equipment rental for use during the duration of the project for as- build points, layout, grade checking, and survey of differing conditions for RFIs.

ALLOWANCES

01-1116 Use Tax

- Use Tax for ACHD provided Signal Materials Valued at \$130,000.00

01-4123 Permits

- City of Boise Grading and Drainage Permit \$6,045,668.00 X 5.17 per 1000.00 of value

01-4523 Testing and inspections

- \$40,000.00 Allowance
 - Subgrade inspections for concrete and asphalt paving sections
 - Testing for compaction of trench backfill.
 - Compaction testing on aggregate base course
 - Concrete rebar Inspections for Structural Foundations
 - Concrete Cylinders for structural foundations
 - Strength Cylinders, Air, Slump test on concrete paving
 - Additional cylinders for early strength paving areas.

01-5526 Traffic Control

- TC maintenance hours 942 hours at \$50.00
- Flagging hours 100 hours at 54.00
- Misc traffic control devices ADA/ Walls /Additional Manhours



01-5713 Erosion and Sediment Control

- SWPPP Allowance - Drop Inlet protection, Street Sweeping,

01-5719 Weather Protection

- Cold weather-
 - Concrete blanket rental
 - Concrete additives
 - Labor to install and remove blankets
- Cold weather- sitework

01-7329 Cutting & Patching Exploratory

- Hardscape repair at vault at Capitol and Broad St

31-2000 Excavation

- Unsuitable soil allowance for soft spot excavation and replacement as deemed necessary by design team. At 97.95 per CYD
- Does not include Geofabric textile repair

32-1416 Brick Pavers

- Salvage of 877 sf of brick pavers at Myrtle St. corners

32-9100 Landscaping

- Modification of existing of irrigation at project limits tracked via time and material tickets

33-563.1 Utility Vaults

- Supply four 48" valve vaults for Geothermal

33-1001 Water Utilities

- Unsuitable soil allowance for unsuitable native backfill material export/ import as deemed necessary by contractor.
- 548 CYD
- Also, may be utilized for site logistics, and constraints

33-1419 Water Valves

- Veolia Fees 20% at value of \$279,070.00

33-6000 Geothermal Utilities

- Geo pipe materials for additional scope from GMP 1 Material Order plus additional shipping allowance for \$99,800.00

33-6113 Geothermal Pipe Install

- Unsuitable soil allowance for unsuitable native backfill material export/ import as deemed necessary by contractor.



- 419 CYD
- Also, may be utilized for site logistics, and constraints.
-

34-4000 Transportation Signaling

- Time and material for reconfiguration of River St. Signal, required by ACHD for project phasing and sequencing temporary configuration

Exclusions:

- Builder's Risk coverage.
- Idaho Power new service fee.
- All other Utility fees
- Utility Relocates



**CAPITOL BOULEVARD STREETScape IMPROVEMENTS
BOISE RIVER TO MYRTLE ST
SCHEUDLE OF VALUES**

881 W. STATE ST., SUITE G
EAGLE, IDAHO 83616
(208)838-0800
WWW.GUHO.COM
IDaho REGISTERED CONTRACTOR #1412
IDaho REGISTERED CONTRACTOR #1412
IDaho REGISTERED CONTRACTOR #1412
www.guho.com

SOV	JOB COST PHASE	DESCRIPTION	TAKEOFF QUANTITY	TOTAL AMOUNT	SUB/VENDOR
01		CONSTRUCTION COST			
	02-4100 Demolition				
		Asphalt Demo (4-14" Depth)	34,665.00 sf	35,358	GUHO CORP
				35,358	
	02-4113 Demo-Site				
		Streetscapes Demo (6" Depth)	30,350.00 sf	69,502	GUHO CORP
				69,502	
	03-3100 Structural Concrete				
		Vrt Buss Station Foundation	2.00 ea	10,000	PUSHER
				10,000	
	10-1400 Signage				
		Signage Package	1.00 lsum	4,164	CURTIS CLEAN SWEEP
		Delineator (Gluedown)	1.00 lsum	3,710	CURTIS CLEAN SWEEP
				7,874	
	12-9300 Site Furnishings				
		Sandstone Benches Supply (Sandblast Finish)	1.00 ls	57,200	CAPITOL LANDSCAPE
		Trash Receptacle	1.00 ea	4,080	LANDSCAPE FORMS
		Bike Rack, Paver Powder Coat Green	9.00 ea	3,600	BOISE RIVER FENCE
				64,880	
	26-0505 Electriacal Demo				
		Streetlight Demo	1.00 ls	16,337	QEI
				16,337	
	26-0546 Electrical Pole Base				
		Light Pole Base Type A 2X5 (Excavation/Backfill)	40.00 ea	26,358	GUHO CORP
				26,358	
	26-5613 Light Poles & Standards				
		Light Pole Conduit And Conductors	1.00 ls	118,814	QEI
		PL2 Supply And Install	1.00 ls	33,248	QEI
		PL1 Historic Street Light Supply And Install	1.00 ls	261,376	QEI
		Relocate Light Poles	1.00 ls	35,030	QEI
				448,468	
	31-2000 Road Excavation				
		Road Section Excavation	2,340.00 sf	75,488	GUHO CORP
				75,488	
	31-2213 Sidewalk Excavation				
		Sidewalk Excavation Concrete Section (0.5 Ft)	971.00 cy	50,240	GUHO CORP
				50,240	
	31-2217 Curb Prep				
		Curb Prep	4,316.00 lf	37,161	GUHO CORP
				37,161	
	31-2317 Trenching				
		Trenching (Fiber/Elect)	1,970.00 lf	70,861	GUHO CORP 2
				70,861	
	32-0129 Asphalt Patch				
		Asphalt Paving Local	2,410.00 sqft	17,689	GUHO CORP
		Asphalt Paving Small Qty	1,100.00 sqft	15,301	GUHO CORP
				32,990	
	32-1100 Sidewalk Base Course				
		Sidewalk Prep Section (6")	42,678.00 sqft	72,553	GUHO CORP
		Bike Lane Prep 6"	5,475.00 sqft	16,425	GUHO CORP
				88,978	
	32-1116 Asphalt Base Course				
		Base Section Asphalt Section 25/4	22,948.00 sf	65,172	GUHO CORP
				65,172	
	32-1123 Aggregate Base Course				
		Base Section Concrete Paving 6"	10,729.00 sf	12,982	GUHO CORP
				12,982	
	32-1216 Asphalt Paving				
		Asphalt Paving Arterial Roadway 5"	22,948.00 sqft	116,346	GUHO CORP
				116,346	
	32-1313 Concrete Paving				
		8" Concrete Paving W/ Reinforcing And Joint Sealants	10,266.00 sf	153,477	PUSHER
		Concrete Paving	1,055.00 sf	20,836	PUSHER
				174,313	
	32-1416 Brick Pavers				
		Endicott Unit Pavers	1.00 ls	270,400	CAPITOL LANDSCAPE
		Install Salvaged Pavers	1.00 ls	6,400	CAPITOL LANDSCAPE
				276,800	
	32-1613 Curb & Gutter				
		Valley Gutter	35.00 lf	4,725	PUSHER
		Type I Curb Flush	428.00 lf	12,626	PUSHER
		Concrete Edge Curb	136.00 lf	4,012	PUSHER
		Concrete Curb At Planter Type Ii	522.00 lf	18,140	PUSHER
		12" Curb Break At Bike Lane	24.00 lf	5,880	PUSHER
		Concrete Curb At Existing Parking Lot	185.00 lf	8,279	PUSHER
		Curb And Gutter 6"	4,282.00 lf	191,620	PUSHER
		Median Island Curb	76.00 lf	6,403	PUSHER
		Curb No Gutter 6"	46.00 lf	2,047	PUSHER
		12" Ribbon Curb	128.00 lf	3,776	PUSHER



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ID CONTRACTORS ASSOCIATION MEMBER
IDAHO PROFESSIONAL CONTRACTORS ASSOCIATION MEMBER
IDAHO PROFESSIONAL CONTRACTORS ASSOCIATION MEMBER

	Mobilization- Concrete Sub	1.00 ls	40,000		PUSHER
				297,508	
32-1623	Sidewalks				
	Concrete 5" Sidewalk	16,852.00 sf	139,029		PUSHER
				139,029	
32-1723	Pavement Markings				
	Pavement Markings	1.00 ls	38,967		CURTIS CLEAN SWEEP
				38,967	
32-1726	Tactile Warning Surfaces				
	Ped Ramp	17.00 ea	31,450		PUSHER
	Truncated Domes Square	488.00 sf	18,300		PUSHER
	Truncated Domes Radius	44.00 sf	2,090		PUSHER
	Direction Tiles	128.00 sf	6,080		PUSHER
				57,920	
32-3119	Decorative Metal Fences & Gate				
	Wrought Iron Fence At Vrt	19.00 lf	7,372		BOISE RIVER FENCE
	Wrought Iron Fence	282.00 lf	34,404		BOISE RIVER FENCE
	Wrought Iron Fence Pier Mount	210.00 lf	25,620		BOISE RIVER FENCE
				67,396	
32-3913	Bollards				
	Bollard	4.00 Ea	20,197		QCP
				20,197	
32-8000	Irrigation				
	Irrigation System	1.00 ls	90,375		GINGERICH
				90,375	
32-9100	Landscaping				
	Landscape Plantings	1.00 ls	113,225		GINGERICH
				113,225	
32-9313	Ground Covers				
	Ground Covering	1.00 ls	24,550		GINGERICH
				24,550	
33-1000	Water Utilities				
	Water Utility 8" Main Line	1,234.00 lf	157,853		L2
	Water Utility 8" Valves	10.00 ea	22,423		L2
	1" Service Tie Over	5.00 ea	11,060		L2
	2" Service	5.00 ea	21,056		L2
	4" Service	2.00 ea	12,771		L2
	6" Service	2.00 ea	15,353		L2
	8" Service	1.00 ea	15,876		L2
	Fire Hydrant	2.00 ea	23,380		L2
				279,772	
33-4000	Stormwater Drainage				
	Bioretention Basin Flush	278.00 lf	27,175		PUSHER
	Bioretention Basin 4" Reveal	1,914.00 lf	187,094		PUSHER
	Bio Retention Inlet	38.00 ea	23,750		PUSHER
				238,019	
33-4100	Storm Water Sub Drainage				
	Bio Retention Swale Exout And Backfill W/ Curb Prep	339.00 cy	204,417		GUHO CORP
				204,417	
33-4211	Stormwater Piping				
	Storm Drainage	1.00 lsum	17,814		GUHO CORP
				17,814	
33-4233	Stormwater Drop Inlets				
	Drop Inlet Frame And Grate Type I	12.00 ea	35,400		PUSHER
				35,400	
33-6113	Geothermal Pipe Install				
	Geothermal Mainline 16" X 2	1.00 ea	137,500		SUNROC
	Pressure Meter Vault Install	1.00 ea	18,650		SUNROC
	12" Mainline At Fulton	1.00 ea	10,150		SUNROC
	Service To Idaho History Museum	1.00 ea	5,150		SUNROC
	Stub For Future Library Service To Back Of Sidewalk	1.00 ea	18,500		SUNROC
	South Valve Vaults	1.00 ea	60,000		SUNROC
	Mainline Capitol To 8Th Street	1.00 ea	19,370		SUNROC
				269,320	
33-8000	Communication Utilities				
	Fiber Conduits (8Ea 1-1/4)	970.00 lf	18,032		GUHO CORP
				18,032	
33-8126	Communication Vaults				
	Reset Idaho Power S45 Box	1.00 ls	250		GUHO CORP
	Fiber Vault Small	6.00 ea	30,783		GUHO CORP
	Fiber Vault Large	1.00 ea	17,578		GUHO CORP
				48,611	
34-4000	Transportation Signaling				
	Ped Crossing Signal At Fulton Install	1.00 lsum	37,291		QEI
	Signal Intersection At River Street Install	1.00 lsum	145,312		QEI
	Relocate Ped Head And Pl2 At Myrtle	1.00 lsum	6,691		QEI
	Cross Walk Signal Materials	0.00 lsum			
	Intersection Signal At River Street Materials	0.00 lsum			
				189,294	
34-4113	Traffic Signal Foundation				
	Signal Pole Base Type A 2X5 (Excavation/Backfill)	4.00 ea	2,636		GUHO CORP
	Signal Pole Foundation Type C (Excavation/Backfill)	3.00 lsum	2,286		GUHO CORP



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WWW.GUHO.COM
SPECIALTY CONSTRUCTION SERVICES, INC.
SPECIALTY CONSTRUCTION SERVICES, INC.
SPECIALTY CONSTRUCTION SERVICES, INC.

	Signal Pole Foundation Type E (Excavation/Backfill)	1.00 Isum	129		GUHO CORP
	Signal Pole Foundation Type F (Excavation/Backfill)	2.00 Isum	2,142		GUHO CORP
	Signal Pole Foundation Type G (Excavation/Backfill)	1.00 Isum	1,381		GUHO CORP
				<u>8,574</u>	
02	GENERAL CONDITIONS				
01-3109	Construction Manager				
	Construction Manager	500.00 HR	65,000		
				<u>65,000</u>	
01-3110	Project Management				
	Project Manager / Sr. Superintendent	500.00 hr	55,000		
				<u>55,000</u>	
01-3111	Project Supervision				
	Superintendent	2,000.00 hr	220,000		
				<u>220,000</u>	
01-3112	Project Engineer				
	Project Engineer	750.00 hr	55,500		
				<u>55,500</u>	
01-3223	Survey & Layout				
	Construction Survey And Staking	1.00 ls	46,000		
	Total Station/Gps + Data Collector	10.00 mths	24,498		
				<u>70,498</u>	
01-4123	Permits				
	ACHD Row Permit Fee	280.00 day	23,800		
				<u>23,800</u>	
01-5200	Construction Facilities				
	Field Office Furniture And Technology Package	10.00 mth	7,500		
	Temp Power	10.00 mth	1,000		
	Portable Toilet	20.00 mth	3,500		
				<u>12,000</u>	
01-5400	Construction Aids				
	General Labor	750.00 hr	34,950		
				<u>34,950</u>	
01-5526	Traffic Control				
	Traffic Control Signs	1,461.00 sf	10,227		SPECIALTY CONSTRUCTION S
	Type 3 Barricade	11.00 ea	550		SPECIALTY CONSTRUCTION S
	Drums	93.00 ea	930		SPECIALTY CONSTRUCTION S
	Portable Tubular Marker	64.00 ea	1,600		SPECIALTY CONSTRUCTION S
	Arrow Board Type C	18,168.00 hr	27,252		SPECIALTY CONSTRUCTION S
	Type 2 Barricade	17.00 ea	1,275		SPECIALTY CONSTRUCTION S
	CMS	21.00 day	6,825		SPECIALTY CONSTRUCTION S
	Mobilization	1.00 ls	10,500		SPECIALTY CONSTRUCTION S
				<u>59,159</u>	
01-5600	Temp Barriers And Enclosures				
	Temporary Orange Plastic Fencing 4' Tall W/ Concrete Post Bases	2,000.00 ft	4,000		
	Ada Walls (10 Mth)	500.00 lf	10,667		
	Temp Chain-link Panels (4Mth Duration)	1,000.00 ft	11,333		
				<u>26,000</u>	
01-5713	Erosion/Sediment Ctrl. (SWPPP)				
	Drop Inlet Protection	20.00 ea	1,000		
				<u>1,000</u>	
01-7419	Waste Management And Disposal				
	Trash Disposal	10.00 mth	5,000		
				<u>5,000</u>	
90	ALLOWANCES				
01-1116	Use Tax				
	Use Tax On ACHD Provided Materials	0.06 Isum	7,800		
				<u>7,800</u>	
01-4123	Permits				
	City Of Boise Grading And Drainage Permit	1.00 Isum	33,140		
				<u>33,140</u>	
01-4523	Testing And Inspection Service				
	Testing And Inspections Allowance	1.00 allow	40,000		
				<u>40,000</u>	
01-5526	Traffic Control				
	Traffic Control Maintenance Mhr	942.00 hr	47,100		SPECIALTY CONSTRUCTION S
	Flagging Mhr	100.00 hr	5,400		SPECIALTY CONSTRUCTION S
	Misc Traffic Control Devices/Ada Wall/Additional Mhrs	1.00 allow	20,000		ALLOWANCE
				<u>72,500</u>	
01-5713	Erosion/Sediment Ctrl. (SWPPP)				
	SWPPP Allowance	1.00 allo	10,000		
				<u>10,000</u>	
01-5719	Weather Protection				
	Cold Weather- Concrete	1.00 allow	40,000		PUSHER
	Cold Weather- Sitework	1.00 allow	60,000		
				<u>100,000</u>	
01-7329	Cutting & Patching Exploratory				
	Capitol And Broad Patch Back Allowance	1.00 Isum	10,000		
				<u>10,000</u>	
31-2000	Excavation				
	Unsuitable Soils Allowance- Sidewalk	500.00 cy	48,975		GUHO CORP



**CAPITOL BOULEVARD STREETScape IMPROVEMENTS
BOISE RIVER TO MYRTLE ST
SCHEUDLE OF VALUES**

881 W. STATE ST., SUITE G
EAGLE, IDAHO 83616
(208)838-0800
WWW.GUHO.COM
IDaho REGISTERED PROFESSIONAL ENGINEER NO. 1412
IDaho REGISTERED PROFESSIONAL ARCHITECT NO. 1412
IDaho REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT NO. 1412
www.guhocorp.com

			48,975	
32-1416	Brick Pavers			
	Salvage Pavers	877.00 sf	1,754	
			<u>1,754</u>	
32-9100	Landscaping			
	Allowance Existing Irrigation And Landscape Repairs	1.00 allow	15,000	GINGERICH
			<u>15,000</u>	
33-0563	Utility Vaults			
	Geo 48" Valve Vaults	4.00 ea	16,000	
			<u>16,000</u>	
33-1000	Water Utilities			
	Water Trench Backfill Export/Import Unsuitable	548.00 allo	23,345	L2
			<u>23,345</u>	
33-1419	Water Valves			
	Veolia Fees	0.20 ea	55,954	VEOLIA
			<u>55,954</u>	
33-6000	Geothermal Utilities			
	Geo Pipe Materials For Capitol To Library	1.00 ls	99,800	
			<u>99,800</u>	
33-6113	Geothermal Pipe Install			
	Trench Backfill Export/Import Unsuitable	1.00 allow	17,598	SUNROC
			<u>17,598</u>	
33-8000	Communication Utilities			
	Bore And Tie In North Of Myrtle	1.00 allo	97,931	GUHO CORP
			<u>97,931</u>	
34-4000	Transportation Signaling			
	Temp Signal Reconfiguration Allowance	1.00 allow	75,000	QEI
			<u>75,000</u>	
	Total Cost			5,191,232
	Contingency	5.78%	300,000	
				<u>5,491,232</u>
	CM/GC Fee	8.00%	439,299	
	GL Insurance	1.05%	57,658	
	Bond 2024	0.94%	56,400	
	TOTAL			6,044,588
	GMP 1			588,766
	TOTAL GMP 1+2			6,633,354



**CAPITOL BOULEVARD STREETScape IMPROVEMENTS
BOISE RIVER TO MYRTLE ST
ALLOWANCES**

981 W. STATE ST., SUITE G
EAGLE, IDAHO 83616
(208)533-8853
WWW.GUHO.COM
BY THE PUBLIC WORKS DIVISION OF IDAHO - 2012
BY THE PUBLIC WORKS DIVISION OF IDAHO - 2012
BY THE PUBLIC WORKS DIVISION OF IDAHO - 2012

SOV	JOB COST PHASE	DESCRIPTION	TAKEOFF QUANTITY	TOTAL AMOUNT
90		ALLOWANCES		
	01-1116 Use Tax			
		Use Tax On ACHD Provided Materials	0.06 lsum	7,800
				<u>7,800</u>
	01-4123 Permits			
		City Of Boise Grading And Drainage Permit	1.00 lsum	33,140
				<u>33,140</u>
	01-4523 Testing And Inspection Service			
		Testing And Inspections Allowance	1.00 allow	40,000
				<u>40,000</u>
	01-5526 Traffic Control			
		Traffic Control Maintenance Mhr	942.00 hr	47,100
		Flagging Mhr	100.00 hr	5,400
		Misc Traffic Control Devices/Ada Wall/Additional Mhrs	1.00 allow	20,000
				<u>72,500</u>
	01-5713 Erosion/Sediment Ctrl. (SWPPP)			
		SWPPP Allowance	1.00 allo	10,000
				<u>10,000</u>
	01-5719 Weather Protection			
		Cold Weather- Concrete	1.00 allow	40,000
		Cold Weather- Sitework	1.00 allow	60,000
				<u>100,000</u>
	01-7329 Cutting & Patching Exploratory			
		Capitol And Broad Patch Back Allowance	1.00 lsum	10,000
				<u>10,000</u>
	31-2000 Excavation			
		Unsuitable Soils Allowance	500.00 cy	48,975
				<u>48,975</u>
	32-1416 Brick Pavers			
		Salvage Pavers	877.00 sf	1,754
				<u>1,754</u>
	32-9100 Landscaping			
		Allowance Existing Irrigation And Landscape Repairs	1.00 allow	15,000
				<u>15,000</u>
	33-0563 Utility Vaults			
		Geo 48" Valve Vaults	4.00 ea	16,000
				<u>16,000</u>
	33-1000 Water Utilities			
		Water Trench Backfill Export/Import Unsuitable	548.00 allo	23,345
				<u>23,345</u>
	33-1419 Water Valves			
		Veolia Fees	0.20 ea	55,954
				<u>55,954</u>
	33-6000 Geothermal Utilities			
		Geo Pipe Materials For Capitol To Library	1.00 ls	99,800
				<u>99,800</u>
	33-6113 Geothermal Pipe Install			
		Geo Trench Backfill Export/Import Unsuitable	1.00 allow	17,598
				<u>17,598</u>
	33-8000 Communication Utilities			
		Bore And Tie In North Of Myrtle	1.00 allo	97,931
				<u>97,931</u>
	34-4000 Transportation Signaling			
		Temp Signal Reconfiguration Allowance	1.00 allow	75,000
				<u>75,000</u>
TOTAL ALLOWANCES				724,797



**CAPITOL BOULEVARD STREETScape IMPROVEMENTS
BOISE RIVER TO MYRTLE ST
SUBCONTRACTORS, VENDORS AND SELF PERFORM**

201 W. STATE ST., SUITE G
EAGLE, IDAHO 83616
(208) 369-5000
WWW.GUHO.COM

SOV	JOB COST PHASE	DESCRIPTION	TAKEOFF QUANTITY	TOTAL AMOUNT	SUB/VENDOR
		GUHO CORP			
	02-4100 Demolition				
		Asphalt Demo (4-14" Depth)	34,665.00 sf	35,358	GUHO CORP
				<u>35,358</u>	
	02-4113 Demo-Site				
		Streetscapes Demo (6" Depth)	30,350.00 sf	69,502	GUHO CORP
				<u>69,502</u>	
	26-0546 Electrical Pole Base				
		Light Pole Base Type A 2X5 (Excavation/Backfill)	40.00 ea	26,358	GUHO CORP
				<u>26,358</u>	
	31-2000 Road Excavation				
		Road Section Excavation	2,340.00 sf	75,488	GUHO CORP
				<u>75,488</u>	
	31-2213 Sidewalk Excavation				
		Sidewalk Excavation Concrete Section (0.5 Ft)	971.00 cy	50,240	GUHO CORP
				<u>50,240</u>	
	31-2217 Curb Prep				
		Curb Prep	4,316.00 lf	37,161	GUHO CORP
				<u>37,161</u>	
	31-2317 Trenching				
		Trenching (Fiber/Elect)	1,970.00 lf	70,861	GUHO CORP 2
				<u>70,861</u>	
	32-0129 Asphalt Patch				
		Asphalt Paving Local	2,410.00 sqft	17,689	GUHO CORP
		Asphalt Paving Small Qty	1,100.00 sqft	15,301	GUHO CORP
				<u>32,990</u>	
	32-1100 Sidewalk Base Course				
		Sidewalk Prep Section (6")	42,678.00 sqft	72,553	GUHO CORP
		Bike Lane Prep 6"	5,475.00 sqft	16,425	GUHO CORP
				<u>88,978</u>	
	32-1116 Asphalt Base Course				
		Base Section Asphalt Section 25/4	22,948.00 sf	65,172	GUHO CORP
				<u>65,172</u>	
	32-1123 Aggregate Base Course				
		Base Section Concrete Paving 6"	10,729.00 sf	12,982	GUHO CORP
				<u>12,982</u>	
	32-1216 Asphalt Paving				
		Asphalt Paving Arterial Roadway 5"	22,948.00 sqft	116,346	GUHO CORP
				<u>116,346</u>	
	33-4100 Storm Water Sub Drainage				
		Bio Retention Swale Exout And Backfill W/ Curb Prep	339.00 cy	204,417	GUHO CORP
				<u>204,417</u>	
	33-4211 Stormwater Piping				
		Storm Drainage	1.00 lsum	17,814	GUHO CORP
				<u>17,814</u>	
	33-8000 Communication Utilities				
		Fiber Conduits (8Ea 1-1/4)	970.00 lf	18,032	GUHO CORP
		Bore And Tie In North Of Myrtle	1.00 allo	97,931	GUHO CORP
				<u>115,963</u>	
	33-8126 Communication Vaults				
		Reset Idaho Power S45 Box	1.00 ls	250	GUHO CORP
		Fiber Vault Small	6.00 ea	30,783	GUHO CORP
		Fiber Vault Large	1.00 ea	17,578	GUHO CORP
				<u>48,611</u>	
	34-4113 Traffic Signal Foundation				
		Signal Pole Base Type A 2X5 (Excavation/Backfill)	4.00 ea	2,636	GUHO CORP
		Signal Pole Foundation Type C (Excavation/Backfill)	3.00 lsum	2,286	GUHO CORP
		Signal Pole Foundation Type E (Excavation/Backfill)	1.00 lsum	129	GUHO CORP
		Signal Pole Foundation Type F (Excavation/Backfill)	2.00 lsum	2,142	GUHO CORP
		Signal Pole Foundation Type G (Excavation/Backfill)	1.00 lsum	1,381	GUHO CORP
				<u>8,574</u>	
				<u>1,076,815</u>	



**CAPITOL BOULEVARD STREETScape IMPROVEMENTS
BOISE RIVER TO MYRTLE ST
SUBCONTRACTORS, VENDORS AND SELF PERFORM**

201 W. STATE ST., SUITE G
EAGLE, IDAHO 83616
(208) 939-3000
WWW.GUHO.COM

PUSHER CONSTRUCTION					
03-3100	Structural Concrete				
	Vrt Buss Station Foundation	2.00 ea	10,000		PUSHER
				<u>10,000</u>	
32-1313	Concrete Paving				
	8" Concrete Paving W/ Reinforcing And Joint Sealants	10,266.00 sf	153,477		PUSHER
	Concrete Paving	1,055.00 sf	20,836		PUSHER
				<u>174,313</u>	
32-1613	Curb & Gutter				
	Valley Gutter	35.00 lf	4,725		PUSHER
	Type I Curb Flush	428.00 lf	12,626		PUSHER
	Concrete Edge Curb	136.00 lf	4,012		PUSHER
	Concrete Curb At Planter Type Ii	522.00 lf	18,140		PUSHER
	12" Curb Break At Bike Lane	24.00 lf	5,880		PUSHER
	Concrete Curb At Existing Parking Lot	185.00 lf	8,279		PUSHER
	Curb And Gutter 6"	4,282.00 lf	191,620		PUSHER
	Median Island Curb	76.00 lf	6,403		PUSHER
	Curb No Gutter 6"	46.00 lf	2,047		PUSHER
	12" Ribbon Curb	128.00 lf	3,776		PUSHER
	Mobilization- Concrete Sub	1.00 ls	40,000		PUSHER
				<u>297,508</u>	
32-1623	Sidewalks				
	Concrete 5" Sidewalk	16,852.00 sf	139,029		PUSHER
				<u>139,029</u>	
32-1726	Tactile Warning Surfaces				
	Ped Ramp	17.00 ea	31,450		PUSHER
	Truncated Domes Square	488.00 sf	18,300		PUSHER
	Truncated Domes Radius	44.00 sf	2,090		PUSHER
	Direction Tiles	128.00 sf	6,080		PUSHER
				<u>57,920</u>	
33-4000	Stormwater Drainage				
	Bioretention Basin Flush	278.00 lf	27,175		PUSHER
	Bioretention Basin 4" Reveal	1,914.00 lf	187,094		PUSHER
	Bio Retention Inlet	38.00 ea	23,750		PUSHER
				<u>238,019</u>	
33-4233	Stormwater Drop Inlets				
	Drop Inlet Frame And Grate Type I	12.00 ea	35,400		PUSHER
				<u>35,400</u>	
				<u>952,189</u>	
CURTIS CLEAN SWEEP					
10-1400	Signage				
	Signage Package	1.00 lsum	4,164		CURTIS CLEAN SWEEP
	Delineator (Gluedown)	1.00 lsum	3,710		CURTIS CLEAN SWEEP
				<u>7,874</u>	
32-1723	Pavement Markings				
	Pavement Markings	1.00 ls	38,967		CURTIS CLEAN SWEEP
				<u>38,967</u>	
				<u>46,841</u>	
CAPITOL LANDSCAPE					
12-9300	Site Furnishings				
	Sandstone Benches Supply (Sandblast Finish)	1.00 ls	57,200		CAPITOL LANDSCAPE
				<u>57,200</u>	
32-1416	Brick Pavers				
	Endicott Unit Pavers	1.00 ls	270,400		CAPITOL LANDSCAPE
	Install Salvaged Pavers	1.00 ls	6,400		CAPITOL LANDSCAPE
				<u>276,800</u>	
				<u>334,000</u>	
LANDSCAPE FORMS					
12-9300	Site Furnishings				
	Trash Receptacle	1.00 ea	4,080		LANDSCAPE FORMS
				<u>4,080</u>	
				<u>4,080</u>	
BOISE RIVER FENCE					
12-9300	Site Furnishings				
	Bike Rack, Paver Powder Coat Green	9.00 ea	3,600		BOISE RIVER FENCE
				<u>3,600</u>	
32-3119	Decorative Metal Fences & Gate				
	Wrought Iron Fence At Vrt	19.00 lf	7,372		BOISE RIVER FENCE
	Wrought Iron Fence	282.00 lf	34,404		BOISE RIVER FENCE
	Wrought Iron Fence Pier Mount	210.00 lf	25,620		BOISE RIVER FENCE
				<u>67,396</u>	
				<u>70,996</u>	



**CAPITOL BOULEVARD STREETScape IMPROVEMENTS
BOISE RIVER TO MYRTLE ST
SUBCONTRACTORS, VENDORS AND SELF PERFORM**

201 W. STATE ST., SUITE G
EAGLE, IDAHO 83616
(208) 839-5000
WWW.GUHO.COM

QUALITY ELECTRIC				
26-0505	Electrical Demo			
	Streetlight Demo	1.00 ls	16,337	QEI
			<u>16,337</u>	
26-5613	Light Poles & Standards			
	Light Pole Conduit And Conductors	1.00 ls	118,814	QEI
	PI2 Supply And Install	1.00 ls	33,248	QEI
	PI1 Historic Street Light Supply And Install	1.00 ls	261,376	QEI
	Relocate Light Poles	1.00 ls	35,030	QEI
			<u>448,468</u>	
34-4000	Transportation Signaling			
	Ped Crossing Signal At Fulton Install	1.00 lsum	37,291	QEI
	Signal Intersection At River Street Install	1.00 lsum	145,312	QEI
	Relocate Ped Head And PI2 At Myrtle	1.00 lsum	6,691	QEI
	Cross Walk Signal Materials	0.00 lsum		
	Intersection Signal At River Street Materials	0.00 lsum		
			<u>189,294</u>	
			<u>654,099</u>	
QCP				
32-3913	Bollards			
	Bollard	4.00 Ea	20,197	QCP
			<u>20,197</u>	
GINGERICH SITE AND UNDERGROUND				
32-8000	Irrigation			
	Irrigation System	1.00 ls	90,375	GINGERICH
			<u>90,375</u>	
32-9100	Landscaping			
	Landscape Plantings	1.00 ls	113,225	GINGERICH
			<u>113,225</u>	
32-9313	Ground Covers			
	Ground Covering	1.00 ls	24,550	GINGERICH
			<u>24,550</u>	
			<u>228,150</u>	
L2				
33-1000	Water Utilities			
	Water Utility 8" Main Line	1,234.00 lf	157,853	L2
	Water Utility 8" Valves	10.00 ea	22,423	L2
	1" Service Tie Over	5.00 ea	11,060	L2
	2" Service	5.00 ea	21,056	L2
	4" Service	2.00 ea	12,771	L2
	6" Service	2.00 ea	15,353	L2
	8" Service	1.00 ea	15,876	L2
	Fire Hydrant	2.00 ea	23,380	L2
			<u>279,772</u>	
			<u>279,772</u>	
SUNROC				
33-6113	Geothermal Pipe Install			
	Geothermal Mainline 16" X 2	1.00 ea	137,500	SUNROC
	Pressure Meter Vault Install	1.00 ea	18,650	SUNROC
	12" Mainline At Fulton	1.00 ea	10,150	SUNROC
	Service To Idaho History Museum	1.00 ea	5,150	SUNROC
	Stub For Future Library Service To Back Of Sidewalk	1.00 ea	18,500	SUNROC
	South Valve Vaults	1.00 ea	60,000	SUNROC
	Mainline Capitol To 8Th Street	1.00 ea	19,370	SUNROC
			<u>269,320</u>	
			<u>269,320</u>	
SPECIALTY CONSTRUCTION SUPPLY				
01-5526	Traffic Control			
	Traffic Control Signs	1,461.00 sf	10,227	SPECIALTY CONSTRUCTION SUPPLY
	Type 3 Barricade	11.00 ea	550	SPECIALTY CONSTRUCTION SUPPLY
	Drums	93.00 ea	930	SPECIALTY CONSTRUCTION SUPPLY
	Portable Tubular Marker	64.00 ea	1,600	SPECIALTY CONSTRUCTION SUPPLY
	Arrow Board Type C	18,168.00 hr	27,252	SPECIALTY CONSTRUCTION SUPPLY
	Type 2 Barricade	17.00 ea	1,275	SPECIALTY CONSTRUCTION SUPPLY
	CMS	21.00 day	6,825	SPECIALTY CONSTRUCTION SUPPLY
	Mobilization	1.00 ls	10,500	SPECIALTY CONSTRUCTION SUPPLY
			<u>59,159</u>	
			<u>59,159</u>	



**CAPITOL BOULEVARD STREETScape IMPROVEMENTS
BOISE RIVER TO MYRTLE ST
GENERAL CONDITIONS**

861 W. STATE ST., SUITE G
ENGLE, IDAHO 83618
(208)959-0600
2010 BOISE TRADE CENTER CENTER #1000-10-10
2010 ICGE, 2010 ICGE, 2010 ICGE, 2010 ICGE, 2010 ICGE
2010 ICGE, 2010 ICGE, 2010 ICGE, 2010 ICGE, 2010 ICGE
www.guhocorp.com

SOV	JOB COST PHASE	DESCRIPTION	TAKEOFF QUANTITY	TOTAL AMOUNT	SUB/VENDOR
02		GENERAL CONDITIONS			
	01-3109	Construction Manager Construction Manager	500.00 HR	65,000	
				<u>65,000</u>	
	01-3110	Project Management Project Manager / Sr. Superintendent	500.00 hr	55,000	
				<u>55,000</u>	
	01-3111	Project Supervision Superintendent	2,000.00 hr	220,000	
				<u>220,000</u>	
	01-3112	Project Engineer Project Engineer	750.00 hr	55,500	
				<u>55,500</u>	
	01-3223	Survey & Layout Construction Survey And Staking Total Station/Gps + Data Collector	1.00 ls 10.00 mths	46,000 24,498	
				<u>70,498</u>	
	01-4123	Permits ACHD Row Permit Fee	280.00 day	23,800	
				<u>23,800</u>	
	01-5200	Construction Facilities Field Office Furniture And Technology Package Temp Power Portable Toilet	10.00 mth 10.00 mth 20.00 mth	7,500 1,000 3,500	
				<u>12,000</u>	
	01-5400	Construction Aids General Labor	750.00 hr	34,950	
				<u>34,950</u>	
	01-5526	Traffic Control Traffic Control Signs Type 3 Barricade Drums Portable Tubular Marker Arrow Board Type C Type 2 Barricade CMS Mobilization	1,461.00 sf 11.00 ea 93.00 ea 64.00 ea 18,168.00 hr 17.00 ea 21.00 day 1.00 ls	10,227 550 930 1,600 27,252 1,275 6,825 10,500	SPECIALTY CONSTRUCTION S SPECIALTY CONSTRUCTION S SPECIALTY CONSTRUCTION S SPECIALTY CONSTRUCTION S SPECIALTY CONSTRUCTION S SPECIALTY CONSTRUCTION S SPECIALTY CONSTRUCTION S SPECIALTY CONSTRUCTION S
				<u>59,159</u>	
	01-5600	Temp Barriers And Enclosures Temporary Orange Plastic Fencing 4' Tall W/ Concrete Post Bases Ada Walls (10 Mth) Temp Chain-link Panels (4Mth Duration)	2,000.00 ft 500.00 lf 1,000.00 ft	4,000 10,667 11,333	
				<u>26,000</u>	
	01-5713	Erosion/Sediment Ctrl. (SWPPP) Drop Inlet Protection	20.00 ea	1,000	
				<u>1,000</u>	
	01-7419	Waste Management And Disposal Trash Disposal	10.00 mth	5,000	
				<u>5,000</u>	
				628,897	

CAPITOL BOULEVARD STREETSCAPES IMPROVEMENTS BOISE RIVER TO MYRTLE ST SCHEDULE 09/23/2024



ID	Task Name	Duration	Start	Finish	Schedule																																																	
					November 2024				December 2024				January 2025				February 2025				March 2025				April 2025				May 2025				June 2025				July 2025				August 2025				September 2025									
					20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28
1	CAPITOL BLVD STREETSCAPES	355 days	Fri 5/17/24	Tue 9/30/25																																																		
2	PRECONSTRUCTION	152 days	Fri 5/17/24	Thu 12/19/24																																																		
3	95% Plans	0 days	Fri 5/17/24	Fri 5/17/24																																																		
4	95% Review and Comments	10 days	Mon 5/20/24	Fri 5/31/24																																																		
5	95% Plan Review Meeting	0 days	Tue 6/4/24	Tue 6/4/24																																																		
6	Submit plans to JHA	0 days	Fri 6/7/24	Fri 6/7/24																																																		
7	ACHD Initial Review	4 wks	Mon 6/10/24	Tue 7/9/24																																																		
8	ITD Approval	12 wks	Mon 6/10/24	Tue 9/3/24																																																		
9	CoB Review	4 wks	Wed 7/10/24	Tue 8/6/24																																																		
10	Permit Issued	0 days	Tue 9/10/24	Tue 9/10/24																																																		
11	Construction Plan Set	3 days	Fri 9/6/24	Tue 9/10/24																																																		
12	Veolia Water Main Relocation	108 days	Mon 6/3/24	Fri 11/1/24																																																		
19	GMP 1 (Geothermal Pipe)	23 days	Tue 6/4/24	Mon 7/8/24																																																		
30	GMP 2	35 days	Fri 9/6/24	Fri 10/25/24																																																		
31	Bid Plan Set Issued	0 days	Tue 9/10/24	Tue 9/10/24																																																		
32	Bid Packages	10 days	Fri 9/6/24	Thu 9/19/24																																																		
33	Bid Packages to Subs	0 days	Mon 9/23/24	Mon 9/23/24																																																		
34	Prebid Walk	0 days	Thu 9/26/24	Thu 9/26/24																																																		
35	Questions Due	0 days	Fri 9/27/24	Fri 9/27/24																																																		
36	Addendum 1	3 days	Mon 9/30/24	Wed 10/2/24																																																		
37	Bids Due to Guho	0 days	Tue 10/8/24	Tue 10/8/24																																																		
38	Finalize GMP 2	2 days	Wed 10/9/24	Thu 10/10/24																																																		
39	GMP 2 to CCDC for Review	0 days	Thu 10/10/24	Thu 10/10/24																																																		
40	CCDC Review	3 days	Fri 10/11/24	Tue 10/15/24																																																		
41	Final GMP 2 to CCDC	5 days	Wed 10/16/24	Tue 10/22/24																																																		
42	CCDC Board Approval	0 days	Fri 10/25/24	Fri 10/25/24																																																		
43	Procurement	109 days	Mon 7/22/24	Thu 12/19/24																																																		
44	Geothermal Pipe	10 wks	Mon 7/22/24	Fri 9/27/24																																																		
45	Geothermal Valves (CoB)	12 wks	Mon 7/29/24	Fri 10/18/24																																																		
46	Geothermal Valves Supports (CoB)	12 wks	Mon 7/29/24	Fri 10/18/24																																																		
47	Water Main DI Pipe	8 wks	Fri 10/25/24	Thu 12/19/24																																																		
48																																																						
49	CONSTRUCTION	238 days	Fri 11/1/24	Tue 9/30/25																																																		
50	Streetscapes Improvements Westside	106 days	Fri 11/8/24	Fri 4/4/25																																																		
51	Water Main Upgrades	30 days	Fri 12/20/24	Thu 1/30/25																																																		
52	Block Face 1 (River to Library Entry)	70 days	Fri 11/8/24	Thu 2/13/25																																																		
53	Demo Sidewalk and Excavation	5 days	Fri 11/8/24	Thu 11/14/24																																																		
54	Rough Grading	5 days	Fri 11/15/24	Thu 11/21/24																																																		
55	Underground Utilities	5 days	Fri 11/22/24	Thu 11/28/24																																																		
56	Curb Prep	5 days	Fri 11/29/24	Thu 12/5/24																																																		



**CCDC CAPITAL BLVD, BOISE RIVER TO MYRTLE ST. GMP 2
 EXHIBIT G – DRAWING LOG**

#	Discipline	Drawing No.	Drawing Title	Revision	Drawing Date
1	Civil	C0.00	Cover	1	10/4/2024
2	Civil	C0.01	Notes	0	8/30/2024
3	Civil	C1.00	##### Project Overview	0	8/30/2024
4	Civil	C1.01	Existing Conditions & Demo Area A & B	0	8/30/2024
5	Civil	C1.02	Existing Conditions & Demo Area C & D	1	10/4/2024
6	Civil	C1.50	SWPPP Area A	0	8/30/2024
7	Civil	C1.51	SWPPP Area B & C	0	8/30/2024
8	Civil	C1.55	SWPPP Details	0	8/30/2024
9	Civil	C2.01	Roadway Plan Area A	1	10/4/2024
10	Civil	C2.02	Roadway Plan Area B	1	10/4/2024
11	Civil	C2.03	Roadway Plan Area C	1	10/4/2024
12	Civil	C2.04	Roadway Plan Area D	1	10/4/2024
13	Civil	C2.05	Roadway Plan Bus Stop Enlargement	1	10/4/2024
14	Civil	C2.11	Roadway Plan Area A & B	0	8/30/2024
15	Civil	C2.12	Roadway Plan Area C & D	0	8/30/2024
16	Civil	C2.50	Roadway Plan Details	1	10/4/2024
17	Civil	C2.51	Roadway Plan Details	0	8/30/2024
18	Civil	C3.00	Grading Plan Overview	1	10/4/2024
19	Civil	C3.01	Grading Plan Area A	1	10/4/2024
20	Civil	C3.02	Grading Plan Area B	0	10/4/2024
21	Civil	C3.03	Grading Plan Area C	0	10/4/2024
22	Civil	C3.04	Grading Plan Area D	0	10/4/2024
23	Civil	C3.05	Grading Plan Area E	0	10/4/2024
24	Civil	C4.01	Utility Plan Area A & B	1	10/4/2024
25	Civil	C4.02	Utility Plans Area C & D	0	8/30/2024
26	Civil	C4.50	Veolia Water	0	8/30/2024
27	Civil	C5.01	Signing & Striping Plan Area A & B	1	10/4/2024
28	Civil	C5.02	Signing & Striping Plan Area C & D	1	10/4/2024
29	Civil	C6.00	Signal Plan Pedestrian Signal	0	8/30/2024
30	Civil	C6.10	Signal Plan Capitol & River	0	8/30/2024
31	Civil	C6.50	Signal Plan Capitol & River -	0	10/4/2024
32	Civil	C6.51	Signal Plan Capitol & River - Alternate	0	10/4/2024
33	Civil	C6.55	Signal Plan Pedestrian Signal - Alternate	0	10/4/2024
34	Landscape	L1.01	Landscape Plan Area A & B	0	8/30/2024
35	Landscape	L1.02	Landscape Plan Area C & D	0	8/30/2024
36	Landscape	L1.50	Landscape Plan Details	0	8/30/2024
37	Landscape	L2.01	Irrigation Plan Area A & B	0	8/30/2024
38	Landscape	L2.02	Irrigation Plan Area C & D	0	8/30/2024
39	Landscape	L2.50	Irrigation Plan Details	0	8/30/2024



40	Landscape	L2.51	Irrigation Plan Details	0	8/30/2024
41	Electrical	E1.1	ELECTRICAL DEMOLITION PLAN AREA A	1	10/4/2024
42	Electrical	E1.2	ELECTRICAL DEMOLITION PLAN AREA B	1	10/4/2024
43	Electrical	E1.3	ELECTRICAL DEMOLITION PLAN AREA C	1	10/4/2024
44	Electrical	E1.4	ELECTRICAL DEMOLITION PLAN AREA D	1	10/4/2024
45	Electrical	E2.1	ELECTRICAL PLAN AREA A	0	8/30/2024
46	Electrical	E2.2	ELECTRICAL PLAN AREA B	0	8/30/2024
47	Electrical	E2.3	ELECTRICAL PLAN AREA C	0	8/30/2024
48	Electrical	E2.4	ELECTRICAL PLAN AREA D	0	8/30/2024
49	Electrical	EG-1	ELECTRICAL COVER SHEET	0	8/30/2024
50	Electrical	EG-2	ELECTRICAL SPECIFICATIONS	0	8/30/2024
51	Electrical	EG-3	ELECTRICAL SPECIFICATIONS	0	8/30/2024
52	Electrical	EG-4	ELECTRICAL SPECIFICATIONS	0	8/30/2024
53	Electrical	EG-5	ELECTRICAL SPECIFICATIONS	0	8/30/2024
54	Electrical	EG-6	ELECTRICAL SPECIFICATIONS	0	8/30/2024
55	Electrical	EG-7	ELECTRICAL SPECIFICATIONS	0	8/30/2024
56	Geothermal	GEO 1.0	COVER	0	9/3/2024
57	Geothermal	GEO 2.0	PLAN & PROFILE 1+00 TO 6+00	0	9/3/2024
58	Geothermal	GEO 3.0	PLAN & PROFILE 6+00 TO 11+00	0	9/3/2024
59	Geothermal	GEO 4.0	DETAILS	0	9/3/2024
60	Geothermal	GEO 5.0	PLAN & PROFILE	0	9/3/2024
61	Geothermal	GEO 6.0	BUILDING SERVICE	0	9/3/2024

TEMPORARY HIGHWAY USE PERMIT APPLICATION
E-MAIL TO permits@achdidaho.org
www.achdidaho.org – All Forms – Temporary Use Permit – Permit Application

For Office Use Only!
 Date Received: _____ Date Entered: _____
 Inspector: _____
 5-yr Moratorium List: Yes _____ No _____
 Permit Number: _____

DATE OF APPLICATION SUBMITTAL	START DATE	END DATE
Application/ Submitters Contact Name and Phone # Applicant Email:	Annual Permit number if applicable:	
CONTRACTOR Contractor Contact/ Email: Contractor Contact/Phone#:	SUB-CONTRACTOR(S) Sub-Contractor Contact Email: Sub-Contractor Contact/Phone#:	
RESPONSIBLE PERSON	RP CERTIFICATE # CON ____ - ____ Exp. Date:	CELL/PHONE#
FOREMAN	FOREMAN CELL PHONE #	FOREMAN EMAIL #
24 HR EMERGENCY CONTACT	CONTACT CELL PHONE #	CONTACT EMAIL
Traffic Control Company	Traffic Control Contact	PHONE # FAX #
UTILITY WORK/VARIANCE PURPOSES: PLEASE INDICATE THE APPROPRIATE SELECTION: SANITARY-STORM SEWERS (S & W) <input type="checkbox"/> WATER MAINS (N & E) <input type="checkbox"/> GAS MAINS (N & E) <input type="checkbox"/> ELECTRIC, COMMUNICATION, FIBER, CABLE (S&W) <input type="checkbox"/>	WHICH SIDE OF THE ROAD WILL THE WORK BE PERFORMED? NORTH <input type="checkbox"/> EAST <input type="checkbox"/> SOUTH <input type="checkbox"/> WEST <input type="checkbox"/>	IDAHO TRANSPORTATION DEPARTMENT PERMIT ATTACHED (ITD) <input type="checkbox"/> UTILITY SPACE ALLOCATION APPROVAL ATTACHED <input type="checkbox"/>
JOB SITE STREET ADDRESS or STREET/ROAD NAME (where actual work is to be performed):		Nearest CROSSROAD
CITY		NAME OF ACHD PROJECT, SUBDIVISION NAME, OR COMMERCIAL DEVELOPMENT NAME
DESCRIPTION OF WORK – BE SPECIFIC – COORDINATE DESCRIPTION WITH TASKS BELOW		CONTRACTOR JOB # ACHD PROJECT #
DIRT DISTURBANCE WORK: BELL HOLE < 50' _____ QTY TRENCH WORK _____ FT BORE (INCLUDES BEGINNING AND ENDING BELL HOLE) _____ FT BORE NUMBER STREET CROSSINGS _____ QTY Above Ground Work Only YES <input type="checkbox"/> NO <input type="checkbox"/> Sidewalk Obstruction YES <input type="checkbox"/> NO <input type="checkbox"/> ROAD CLOSURE YES <input type="checkbox"/> NO <input type="checkbox"/>		MISC CONCRETE OR ASPHALT WORK: CURB & GUTTER ONLY _____ LF CONCRETE APPROACH (C/G/SW ONLY) _____ LF CONCRETE APPROACH (C/G ONLY) _____ LF CURB & GUTTER ONLY _____ LF SIDEWALK ONLY _____ LF CURB / GUTTER/ SIDEWALK _____ LF ASPHALT APPROACH / STREET SURFACING _____ SY MORATORIUM PURPOSES - IS THE ASPHALT TO BE CUT? YES <input type="checkbox"/> NO <input type="checkbox"/>

IF DIRT DISTURBANCE IS OVER 50' AN ESC PLAN MUST BE SUBMITTED AND APPROVED BY ACHD PRIOR TO ANY EXCAVATION

For Dirt Disturbance and Misc Concrete or Asphalt work:
 Arterial Roadways (\$85.00 per day): How many days _____
 Collector Roadways (\$60.00 per day): How many days _____
 Residential Roadways (\$30.00 per day): How many days _____
ALL APPLICATIONS MUST PROVIDE APPLICABLE TRAFFIC CONTROL PLANS

PERMIT NUMBER _____

Attached traffic control plan(s) reviewed on _____ by _____

TIME RESTRICTIONS: _____

DO NOT SET UP OR REMOVE TRAFFIC CONTROL DEVICES ON WEEKDAYS DURING PEAK TRAFFIC HOURS.

The attached traffic control plan(s) are conceptual. All contractors and traffic control companies operating in Ada County Highway District (ACHD) rights-of-way shall adhere to the minimum national standards outlined in the 2009 Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Idaho.

REQUIREMENTS:

The contractor must notify all affected entities at least 2 business days before starting work.

All traffic control devices must be retro-reflective.

When appropriate, advance warning signs must be placed on all affected side streets. Side streets must be flagged, when they intercept the work zone.

All advance warning signs must be 7' high.

Only advance warning signs on _____ must be 7' high.

To close a road or alley, use Type III barricades equipped with Type C warning lights.

Information boards must be in place a minimum of seven (7) days before the road is closed.

Information board sign dimensions required are: _____ ' by _____ '.

Advance warning sign dimensions required are: _____ ' by _____ '.

When in use at night, advance warning signs must be equipped with Type B flashers. While barricades and barrels must have steady-burn Type C warning lights. Keep the area well lit for night work.

Sidewalk closure signs must be on ADA compliant barricades (equipped with Type A flashers when in use at night).

The signal at the intersection of _____ must be put on red flash while flagging. If the ACHD Inspector or the traffic control company are not able to put the signal on red flash, the contractor shall contact Traffic Operations at 208-387-6190 at least 48 hours before work starts.

There is currently existing work going on in this area. Before starting work, the contractor must coordinate with the ACHD Inspector. Also, the contractor must make sure that his traffic control does not conflict with any existing traffic control in the area.

TEMPORARY HIGHWAY USE PERMIT COVERSHEET

- The Contractor and the Traffic Control company must have an ACHD approved copy of the temporary traffic control plan on the job site while working.
- The Contractor must contact the ACHD Inspector before starting work on this permit, to change the start date, or to request a time extension.

Pedestrian Crossing with APS?

Coordination with Congestion Management required?

Coordination with Traffic Operations required?

If the existing traffic control implemented in the field does not meet the MUTCD guidelines for the type and/or location of work that you are doing, the Contractor will then supplement the traffic control to meet the MUTCD requirements.

DO NOT SET UP TRAFFIC CONTROL DEVICES DURING PEAK TRAFFIC HOURS.
THE VIOLATION PENALTY FOR NON-COMPLIANCE IS \$125 PER 15 MINUTE INCREMENT.

Time Restrictions: _____ to _____

The contractor must notify the following entities at least 2 business days before starting work on this permit application and/or the associated permit.

Transportation

208-350-4747

Traffic Analyst: _____

Date: _____

RITA entry required Y/N

RITA entry created: _____

Taper Lengths

POSTED SPEED (MPH)	FORMULA (1)	BUFFER SPACE	MINIMUM TAPER LENGTHS			MAX. DELINEATOR SPACING, TAPER (2)	MAX. DELINEATOR SPACING, TANGENT (2)	MIN. SIGN SPACING (3)
			W = 11' (OFFSET)					
			L	½ L	⅓ L			
		MERGE	SHIFT	SHOULDER				
20	$L = \frac{WS^2}{60}$	115'	75'	40'	25'	20'	40'	100'
25		155'	115'	60'	40'	25'	50'	100'
30		200'	165'	85'	55'	30'	60'	100'
35		250'	225'	115'	75'	35'	70'	100'
40		305'	295'	150'	100'	40'	80'	350'
45	L=WS	360'	495'	250'	165'	45'	90'	350'
50		425'	550'	275'	185'	50'	100'	500'
55		495'	605'	305'	205'	50'	100'	500'

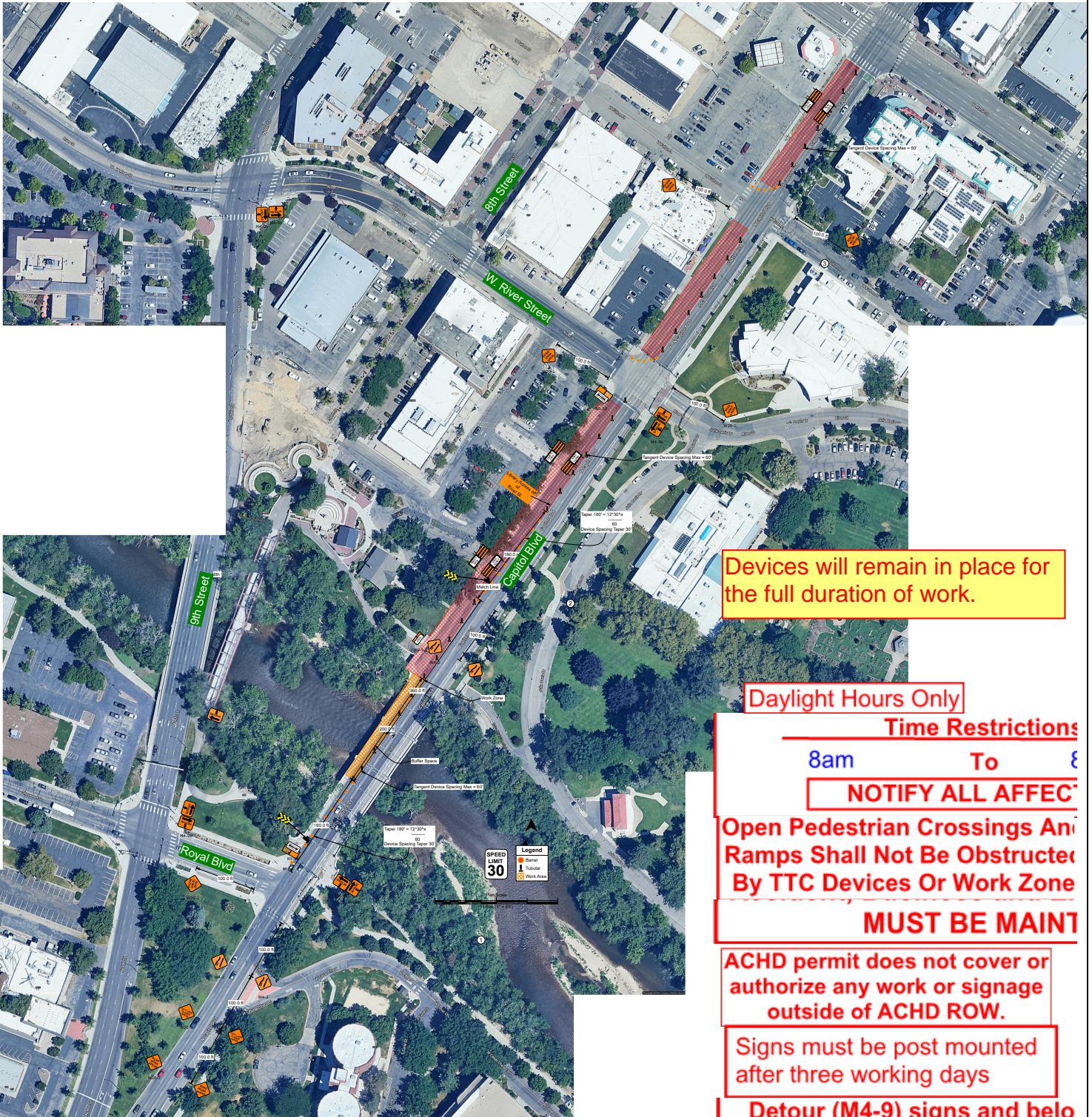
NOTES

L = Taper Length
S = Speed Limit
W = Width (Vehicular offset from path of travel)

(1) For offsets (W) that differ from those shown, calculate "L" using the given formula for the posted speed limit.

(2) Exact number of devices necessary shall be based off the requirements presented in the above table and actual field conditions.

(3) On rural roadways, use a min. 500' advance warning sign spacing regardless of the posted speed limit.



Devices will remain in place for the full duration of work.

Daylight Hours Only
Time Restrictions

8am To 6pm

NOTIFY ALL AFFECTED

Open Pedestrian Crossings And Ramps Shall Not Be Obstructed By TTC Devices Or Work Zone

MUST BE MAINTAINED

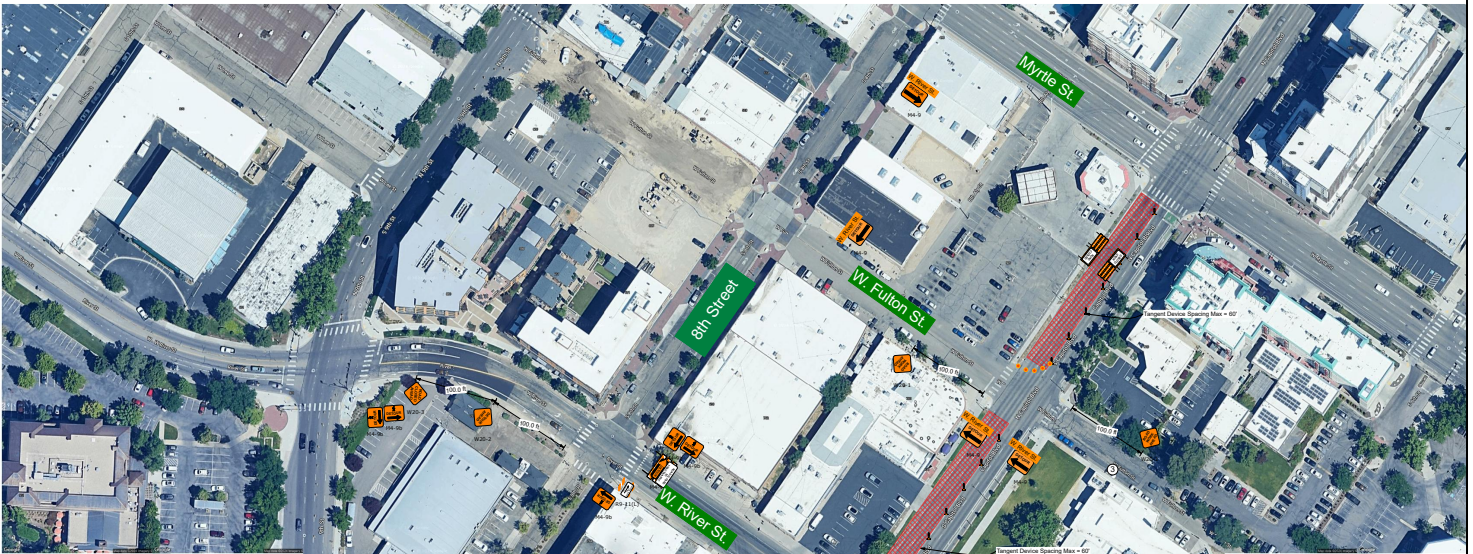
ACHD permit does not cover or authorize any work or signage outside of ACHD ROW.

Signs must be post mounted after three working days

Detour (M4-9) signs and below grade (W20-1) signs on affected roadway. Use compliant barricades and equipment with Type A flashers when in use.

Revised

09/13/2024 7:24:36 AM



Daylight Hours Only
Time Restrictions

8am To 8

NOTIFY ALL AFFECTED

Open Pedestrian Crossings And Ramps Shall Not Be Obstructed By TTC Devices Or Work Zone

MUST BE MAINTAINED

ACHD permit does not cover or authorize any work or signage outside of ACHD ROW.

Signs must be post mounted after three working days

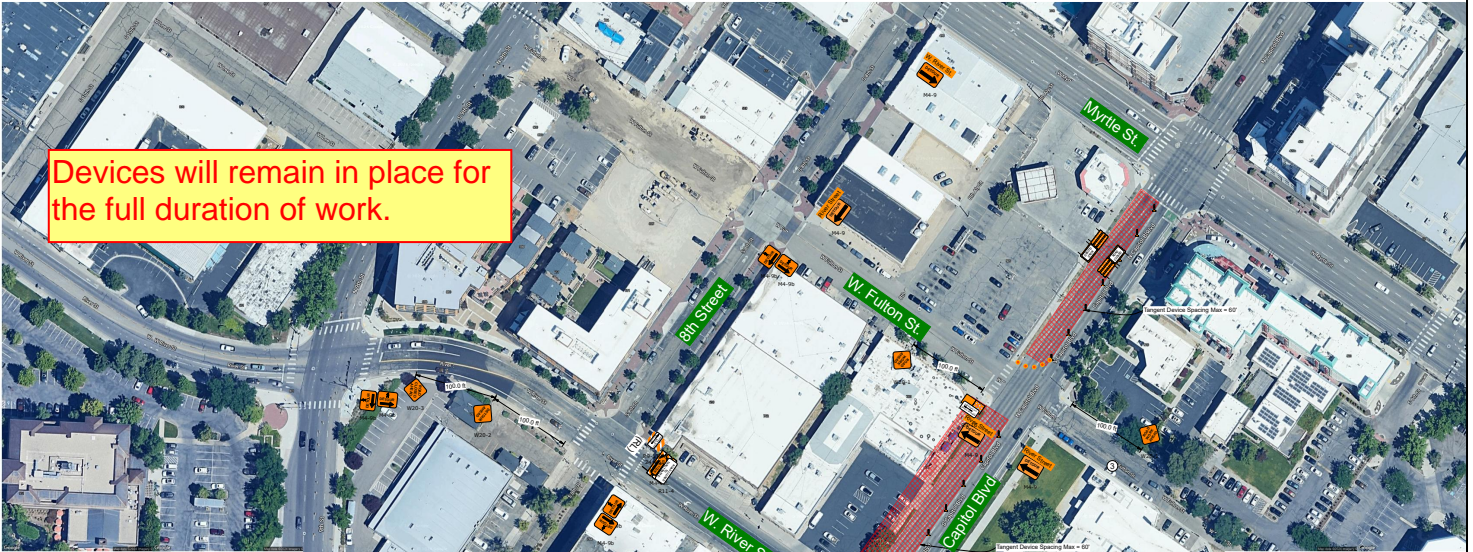
Detour (M4-9) signs and below Ahead (W20-1) signs on affected

compliant barricades and equipment Type A flashers when in use

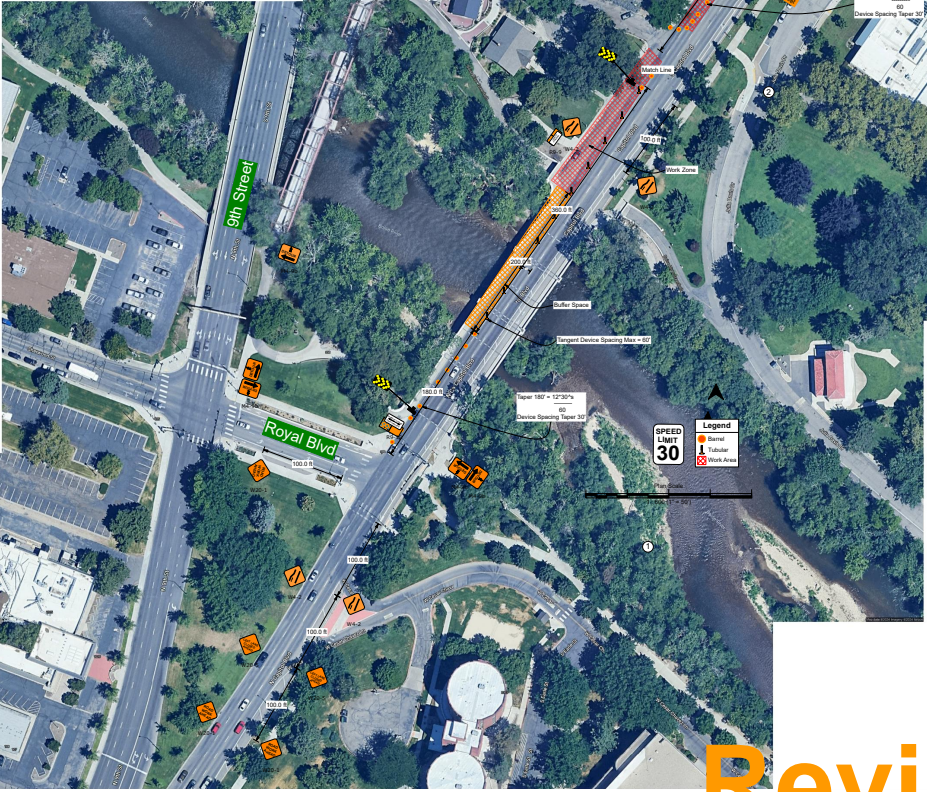
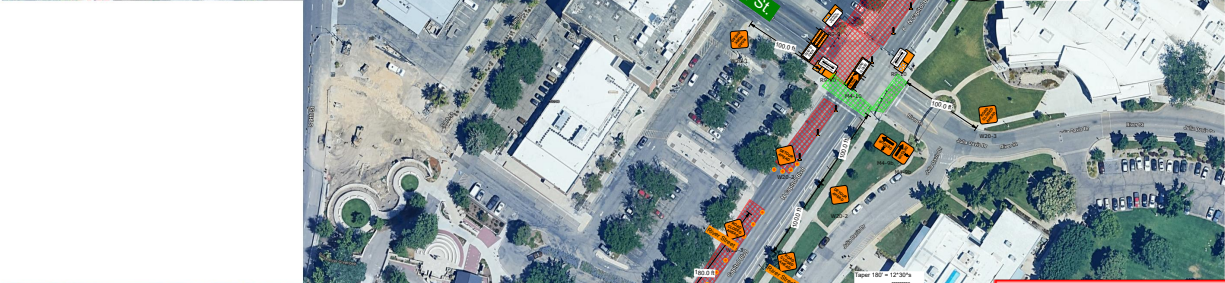
Revised

09/13/2024 7:56:13 AM

Devices will remain in place for the full duration of work.



Devices will remain in place for the full duration of work.



Daylight Hours Only

Time Restrictions

8am To 8

NOTIFY ALL AFFECTED

Open Pedestrian Crossings And Ramps Shall Not Be Obstructed By TTC Devices Or Work Zone

MUST BE MAINTAINED

ACHD permit does not cover or authorize any work or signage outside of ACHD ROW.

Signs must be post mounted after three working days

Detour (M4-9) signs and below Ahead (W20-1) signs on affected roadway. compliant barricades and eq Type A flashers when in use

Revised

09/13/2024 8:17:28 AM

Outside of ACHD
Right-of-Way

Devices will remain in place for
the full duration of work.

shall be implemented

Daylight Hours Only

Time Restrictions

8am To 6pm

NOTIFY ALL AFFECTED

Open Pedestrian Crossings And
Ramps Shall Not Be Obstructed
By TTC Devices Or Work Zone

MUST BE MAINTAINED

ACHD permit does not cover or
authorize any work or signage
outside of ACHD ROW.

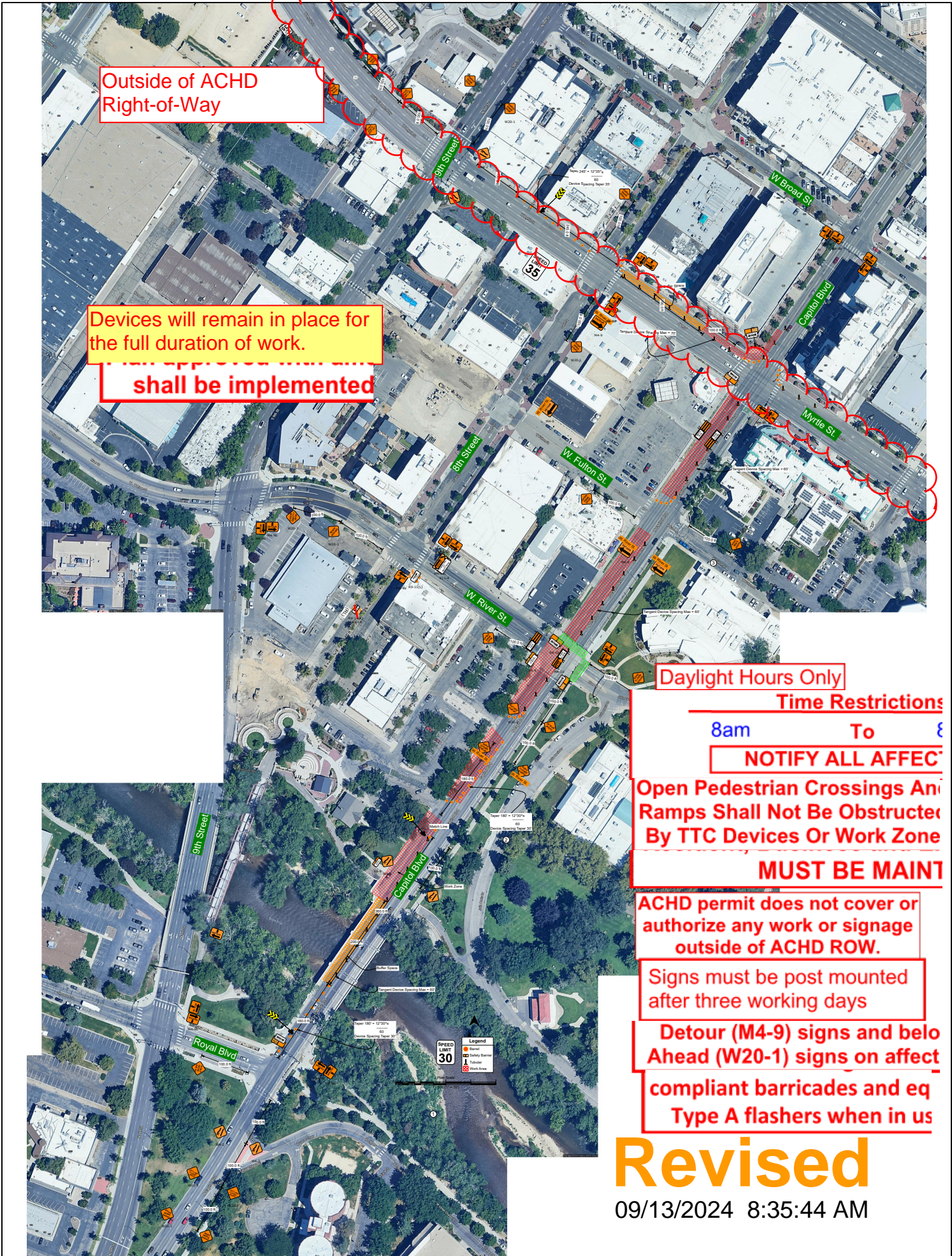
Signs must be post mounted
after three working days

Detour (M4-9) signs and below
Ahead (W20-1) signs on affected

compliant barricades and eq
Type A flashers when in use

Revised

09/13/2024 8:35:44 AM



Devices will remain in place for the full duration of work.

Outside of ACHD Right-of-Way

Daylight Hours Only
Time Restrictions

8am To 8

NOTIFY ALL AFFECTED

Open Pedestrian Crossings And Ramps Shall Not Be Obstructed By TTC Devices Or Work Zone

MUST BE MAINTAINED

ACHD permit does not cover or authorize any work or signage outside of ACHD ROW.

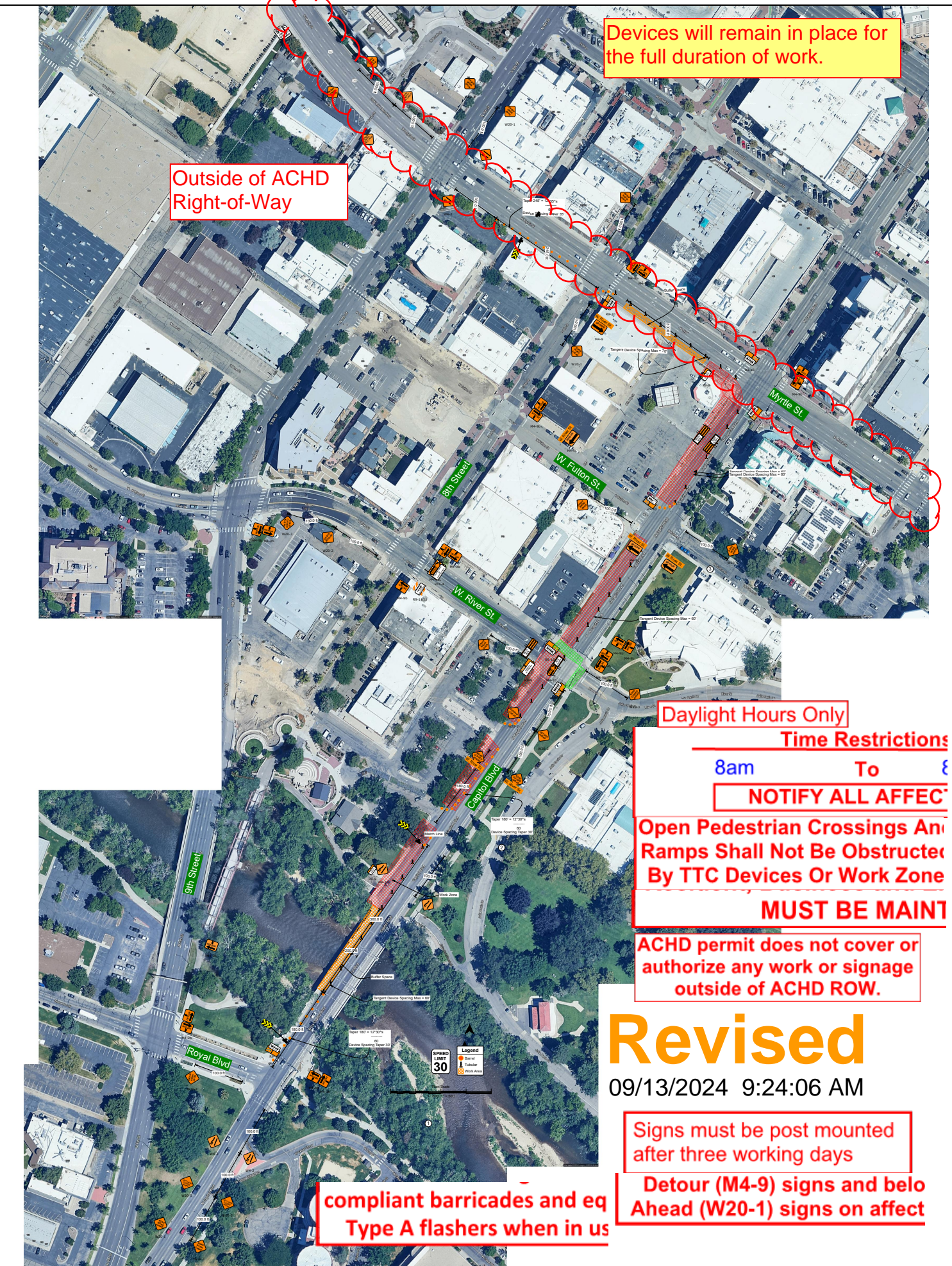
Revised

09/13/2024 9:24:06 AM

Signs must be post mounted after three working days

Detour (M4-9) signs and below Ahead (W20-1) signs on affected

compliant barricades and eq Type A flashers when in use



Daylight Hours Only

Time Restrictions

8am

To

8pm

NOTIFY ALL AFFECTED

Open Pedestrian Crossings And Ramps Shall Not Be Obstructed By TTC Devices Or Work Zone

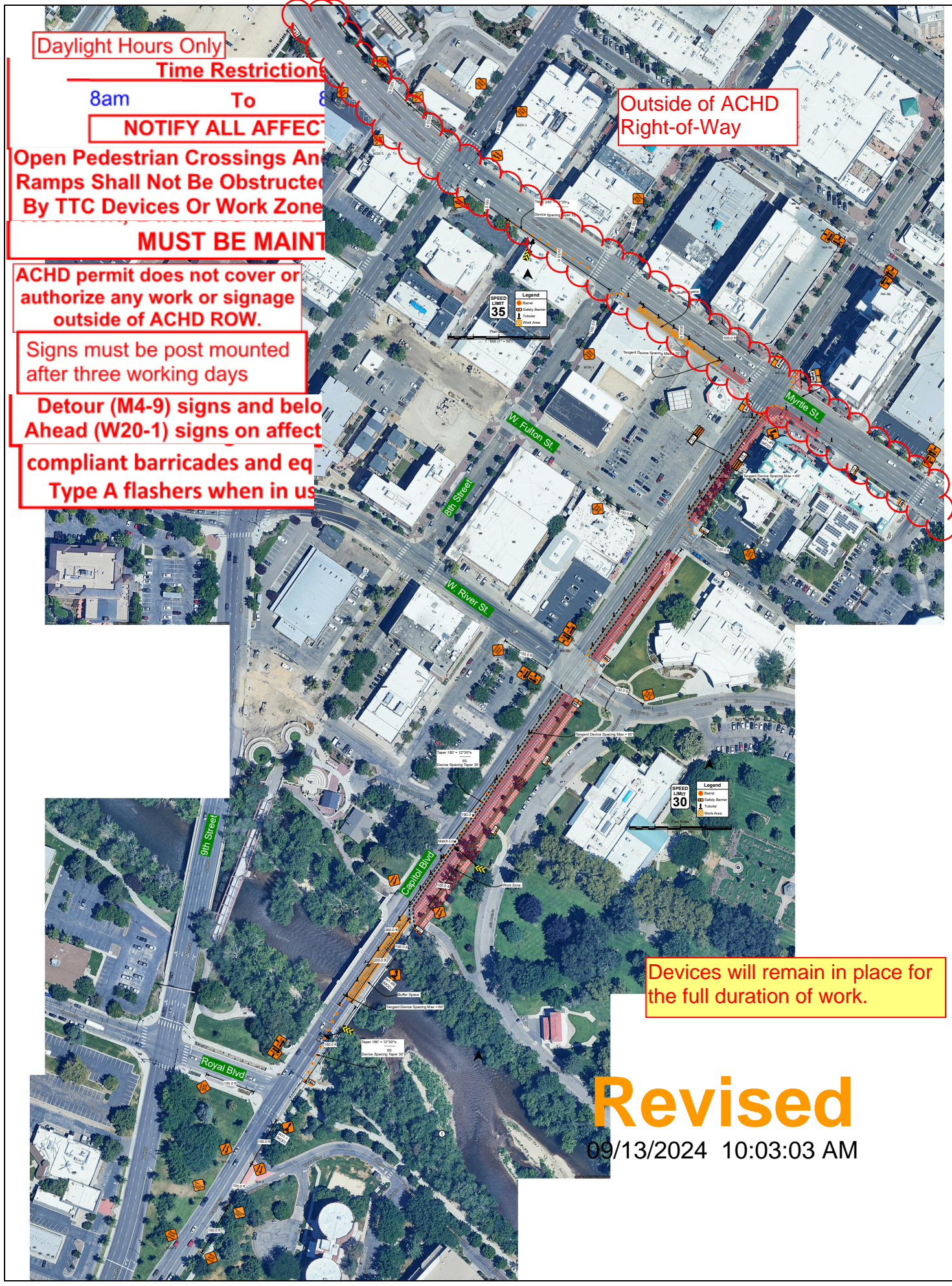
MUST BE MAINTAINED

Outside of ACHD Right-of-Way

ACHD permit does not cover or authorize any work or signage outside of ACHD ROW.

Signs must be post mounted after three working days

Detour (M4-9) signs and below Ahead (W20-1) signs on affected streets. Must use compliant barricades and eq. Type A flashers when in use.



Devices will remain in place for the full duration of work.

Revised

09/13/2024 10:03:03 AM

Daylight Hours Only

Time Restrictions

8am

To

8pm

NOTIFY ALL AFFECTED

Devices will remain in place for the full duration of work.

Open Pedestrian Crossings And Ramps Shall Not Be Obstructed By TTC Devices Or Work Zone

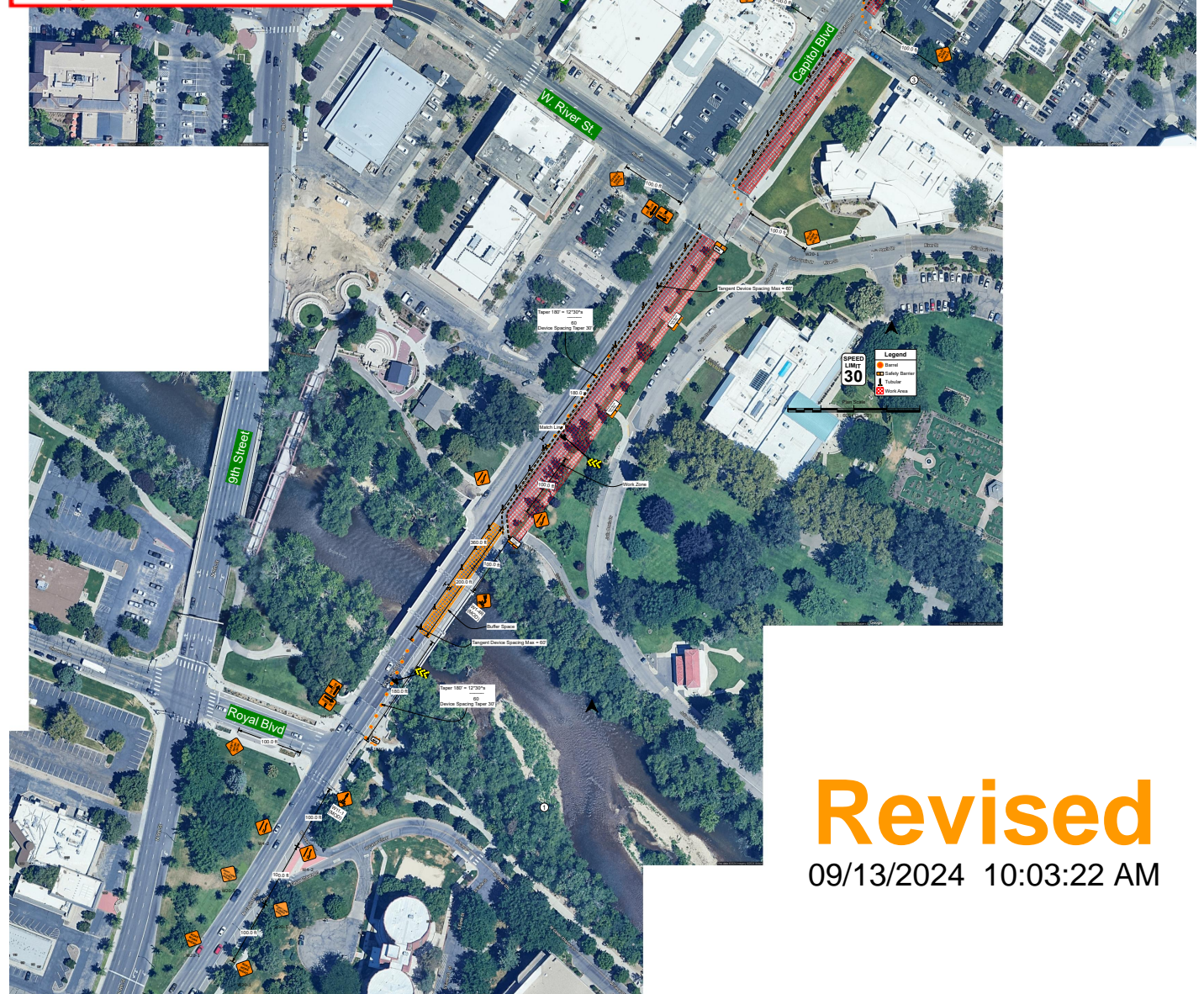
MUST BE MAINTAINED

ACHD permit does not cover or authorize any work or signage outside of ACHD ROW.

Signs must be post mounted after three working days

Detour (M4-9) signs and below Ahead (W20-1) signs on affected

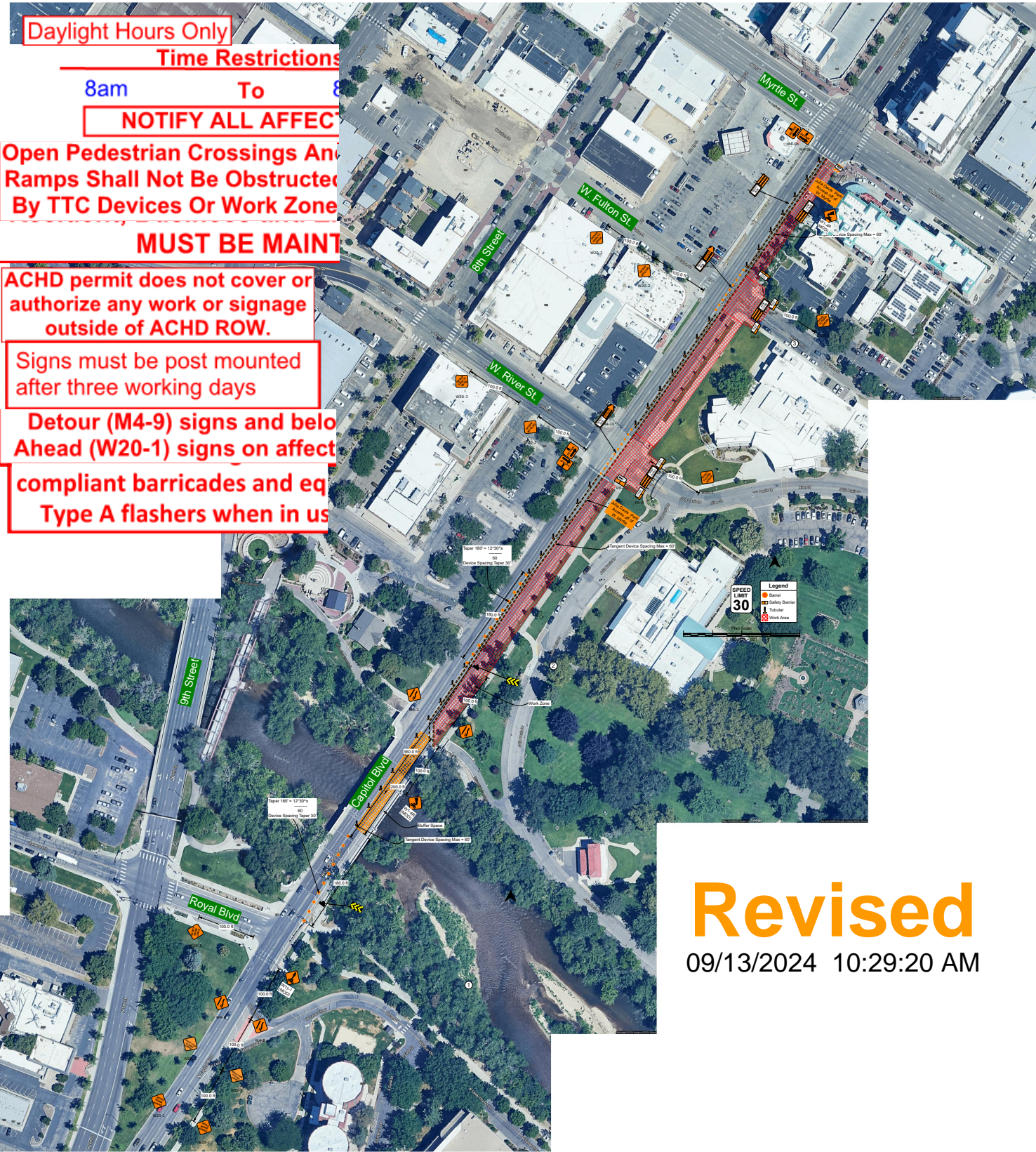
compliant barricades and eq Type A flashers when in use



Revised

09/13/2024 10:03:22 AM

Devices will remain in place for the full duration of work.



Daylight Hours Only

Time Restrictions

8am To 8pm

NOTIFY ALL AFFECTED

Open Pedestrian Crossings And Ramps Shall Not Be Obstructed By TTC Devices Or Work Zone

MUST BE MAINTAINED

ACHD permit does not cover or authorize any work or signage outside of ACHD ROW.

Signs must be post mounted after three working days

Detour (M4-9) signs and below Ahead (W20-1) signs on affected side of road. Use compliant barricades and equipment with Type A flashers when in use.

Revised

09/13/2024 10:29:20 AM



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AGENDA BILL

Agenda Subject: Consider Type 4 Capital Improvement Reimbursement Agreement with the Idaho Department of Labor and the Idaho Department of Administration, Division of Public Works for Parking Lot Modifications as part of the 3 rd St. Streetscape and Mobility Improvements Project		Date: October 25, 2024
Staff Contact: Toby Norton, Project Manager Mary Watson General Counsel	Attachments: 1) Resolution 1896 which includes the T4 Agreement	
Action Requested: Adopt Resolution No. 1896 approving the T4 Agreement with the Idaho Department of Labor and the Idaho Department of Administration, Division of Public Works for Parking Lot Modifications as part of the 3 rd St. Streetscape and Mobility Improvements Project.		

Background:

The Agency’s construction of the 3rd St. Streetscape and Mobility Improvement Project includes significant investment to make streetscape improvements and road intersection adjustments to 3rd Street between Jefferson and Front Streets and on Main Street between 4th and 2nd Streets to improve safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles.

In order to make these improvements along 3rd Street, and to reduce conflict points between pedestrians and vehicles, modifications are required to the State of Idaho parking lot at 215 W. Main Street and the Idaho Department of Labor (DOL) leased parking lot on Idaho Power Company property at 204 S. 3rd Street.

Working with DOL and Idaho Department of Administration, Division of Public Works (DPW) CCDC has offered to design and reconstruct the entirety of the DOL parking lot at 215 W Main Street, including the removal of a driveway entrance, and DOL/DPW has agreed to reimburse for the design and reconstruction. CCDC has agreed to provide design and limited reconstruction, including the removal of a driveway entrance, of the parking lot at 204 S 3rd Street and DOL/DPW has agreed to reimburse for maintenance costs including seal coating and striping.

Completing the DOL/DPW Project with the same team that is constructing the Agency’s 3rd St. Streetscape and Mobility Project will ensure a well-coordinated project that is more efficient and less disruptive to the neighborhood. To that end, the Agency and DOL/DPW staff have negotiated a Type 4 Agreement with two distinct phases: an initial civil engineering design phase and a subsequent construction phase. The Agency will engage its civil engineer to design

the DOL/DPW Project and will bill the DOL/DPW for these expenses. Then the Agency's construction manager/general contractor for 3rd St. Streetscape and Mobility Project will construct the DOL/DPW Project on a schedule that is complementary to the Agency's own project schedule. Once complete, DOL/DPW will reimburse the Agency for the construction and maintenance expenses associated with the DOL/DPW Project.

DOL has obtained authorization from the State of Idaho, Division of Public Works to enter into this Agreement pursuant to Idaho Code § 67-2332 which allows public agencies to contract with one another to perform government services, activities, and projects.

Fiscal Notes:

The Agency FY25 budget includes adequate funds to meet the terms of this agreement. For the initial design phase, DOL/DPW agrees to reimburse actual expenses incurred by the Agency for civil engineering design up to the not-to-exceed amount of \$49,500. After construction is complete, DOL/DPW agrees to reimburse for all construction expenses associated with the DOL/DPW Project, estimated at this time as \$141,500.

Staff Recommendation:

Adopt Resolution 1896 approving and authorizing the execution of the Type 4 Agreement with Idaho Department of Labor and the Idaho Department of Administration, Division of Public Works for parking lot modifications as part of the 3rd St. Streetscape and Mobility Improvements Project.

Suggested Motion:

I move to adopt Resolution 1896 approving and authorizing the execution of the Type 4 Agreement with Idaho Department of Labor and the Idaho Department of Administration, Division of Public Works for parking lot modifications as part of the 3rd St. Streetscape and Mobility Improvements Project.

ATTACHMENT 1
RESOLUTION 1896

RESOLUTION NO. 1896

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 IDAHO DEPARTMENT OF LABOR AND THE IDAHO DEPARTMENT OF PUBLIC WORKS, FOR DESIGN AND CONSTRUCTION OF THE SURFACE PARKING LOT OWNED BY THE IDAHO DEPARTMENT OF LABOR AND LOCATED AT 215 WEST MAIN STREET, BOISE, IDAHO AND THE IDAHO DEPARTMENT OF LABOR LEASED PARKING LOT ON IDAHO POWER COMPANY PROPERTY AT 204 S. 3RD STREET; 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 FOR AGENCY EXPENSES NOT REIMBURSED BY THE IDAHO DEPARTMENT OF LABOR OR IDAHO DEPARTMENT OF PUBLIC WORKS; 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, 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, 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 may use funds to initiate capital improvement projects which may be coordinated through a joint effort with private entities or other public agencies; and,

WHEREAS, the Idaho Department of Labor owns certain real property addressed as 215 West Main Street, Boise, Idaho, and leases and maintains a parking lot owned by Idaho Power Company located at 204 South 3rd Street; and,

WHEREAS, the Agency's 3rd Street Streetscape and Mobility Improvement Project includes significant investment in public improvements and new streetscape design which are not compatible with the existing right-of-way design of the two parking lots and requires modifications to the parking lots; and

WHEREAS, the Project is located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, the Agency, the Idaho Department of Labor, and the Idaho Department of Public Works wish to create efficiencies through coordination of their efforts to enhance pedestrian safety and make public streetscape improvements; and

WHEREAS, completing the Project with the same team that is constructing the 3rd Street Streetscape and Mobility Improvement Project will ensure a well-coordinated project that is more efficient and less disruptive to the neighborhood; 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 Idaho Department of Labor and the Idaho Department of Public Works whereby the Agency will design and construct the Project and Idaho Department of Public Works will reimburse the Agency for both the design and construction expenses as outlined in the Agreement; and,

WHEREAS, the Agency Board finds it in the public interest and deems it appropriate to approve the Type 4 Capital Improvement Reimbursement Agreement with the Idaho Department of Labor and the Idaho Department of Public Works 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, 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 Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that any 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 October 25, 2024 Agency Board meeting; and further, the Agency is authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on October 25, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on October 25, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

CAPITAL CITY DEVELOPMENT CORPORATION

IDAHO DEPARTMENT OF LABOR

**TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT
REIMBURSEMENT**

3RD ST. STREETScape AND MOBILITY IMPROVEMENTS

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 Idaho Department of Labor ("DOL") and the Idaho Department of Administration, Division of Public Works ("DPW"), agencies of the State of Idaho. CCDC, DOL, and DPW may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. DOL is the owner of property addressed as 215 West Main Street and maintains property located at 204 South 3rd Street, Boise, Idaho (the "DOL Project" with its locations depicted on attached Exhibit A).

B. Through its "3rd Street Streetscape and Mobility Improvements" capital improvements project, CCDC intends to make streetscape improvements and road intersection adjustments to 3rd Street between Jefferson and Front Streets and on Main Street between 4th and 2nd Streets to improve safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles (the "Public Improvements") which is adjacent to the DOL Project. The DOL Project and CCDC's Public Improvements are together referred to herein as the "Project Site."

C. The Project Site is located in the River Myrtle-Old Boise Urban Renewal District ("District"), and the 3rd Street Streetscape and Mobility Improvements project will contribute to enhancing and revitalizing the District.

D. 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.

E. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Program under which the Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities or other public agencies.

F. In order to achieve efficiencies in construction of its Public Improvements related to the 3rd Street Streetscape and Mobility Improvements project, CCDC has offered to design and reconstruct the entirety of the DOL parking lot located on State of Idaho property at 215 W. Main Street, also addressed as 219 W. Main Street and 120 S. 3rd Street, and DPW has agreed to reimburse CCDC for the design and reconstruction.

G. CCDC's 3rd Street Streetscape and Mobility Improvements project design requires reconfiguration of the ingress and egress of the DOL-maintained parking lot located on Idaho Power Company property, leased by the State of Idaho, at 204 S. 3rd Street. CCDC has agreed to provide design and some limited reconstruction of the parking lot including reconfiguration of curbing and planter beds, and maintenance of the parking lot, including seal coating, and striping, provided that DOL reimburses the maintenance costs.

H. DOL has obtained authorization from the State of Idaho, Division of Public Works to enter into this Agreement.

I. The Parties have determined that it is in the public interest to enter into this Type 4 Capital Improvement Contribution Agreement whereby the Parties agree they will collaborate on design, CCDC will provide for certain funding and construction, and DPW will reimburse certain project costs as detailed herein in order to achieve the objectives desired by the Parties all in accordance with CCDC Participation Program.

AGREEMENTS

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. **Purpose.** The purpose of this Agreement is to memorialize the Parties' agreement concerning the financial contributions for construction and maintenance of public improvements on the Project Site. The Agreement contemplates two (2) distinct phases of activity: an initial civil engineering design phase and a subsequent construction phase:

Design: CCDC will engage QRS Consulting Inc. for civil engineering services for the DOL Project. As set forth herein, DPW will reimburse CCDC for these expenses in an amount expected not to exceed \$49,500.

Construction: CCDC will engage a public works construction company for the construction and maintenance of the DOL Project. This construction company will be the same company used for construction of the Public Improvements. As set forth herein, DPW will reimburse CCDC for the DOL Project construction and maintenance expenses, estimated as \$141,500.

2. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date on which this Agreement is 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.) September 1, 2025, whichever comes first.

4. **Responsibilities of DOL/DPW.**

- a. By executing this Agreement, DOL/DPW expressly approves the civil engineering proposal from QRS Consulting, Inc., dated August 15, 2024 (attached as Exhibit B). The proposal includes geotechnical services, a topographic survey, civil design drawings sufficient to permit and construct the parking lot (including a SWPPP), landscape design, and construction administration services. Work by subconsultants Jensen Belts Associates and Strata is included in the proposal.
- b. Upon completion of all the civil engineering services except construction administration during the construction phase, DPW will reimburse CCDC for said expenses. If DPW fails to reimburse CCDC, CCDC shall have no obligation to proceed with the construction phase of this Agreement.
- c. DOL/DPW will review and approve the separate construction estimate for the DOL/DPW Project once the bidding is complete. If DOL/DPW does not approve said construction estimate, CCDC shall have no obligation to construct any portion of the DOL Project, and DOL/DPW shall have no obligation to reimburse CCDC for construction of any portion of the DOL Project.
- d. During construction, DOL/DPW will review and approve any change orders affecting the DOL Project as quickly as possible.
- e. DOL will provide for inspection of the DOL Project once complete to ensure the DOL Project was constructed pursuant to this Agreement.
- f. DPW will provide for payment to CCDC in accordance with Section 9 PAYMENT, below, which payment shall include both maintenance costs and any approved construction change order costs that relate to the DOL Project. DOL/DPW will not be responsible for added costs not related to the DOL Project.

5. **Responsibilities of CCDC.**

- a. CCDC will engage QRS Consulting, Inc., to provide the design of the DOL Project.
- b. Upon completion of the civil engineering services by QRS Consulting, Inc. except construction administration during the construction phase, CCDC will invoice DPW for the service costs in accordance with Idaho Code section 67-2302. If DPW fails to reimburse CCDC, CCDC shall have no obligation to proceed with the construction phase of this Agreement.
- c. After design of the DOL Project and payment by DPW, CCDC will provide for construction of the DOL Project in accordance with the project specifications.
- d. CCDC will contact the DOL-identified staff two (2) weeks prior to beginning DOL Project construction, which construction is estimated by the Parties to begin Fall 2024.

- e. During construction, CCDC will receive DOL/DPW approval of any change orders affecting the DOL Project.
- f. The Parties shall schedule regular construction meetings and inspections and a final meeting with to ensure that the Improvements are constructed pursuant to this Agreement.
- g. CCDC has or will competitively bid the DOL Project in accordance with applicable law. At DPW's request, CCDC will provide copies of competitive bidding documents. If any portion of the DOL Project will be competitively bid following the execution of this Agreement, CCDC and DPW will coordinate the bidding process to meet the requirements of both CCDC and DPW.

6. **Review of Construction Documents.** Upon request, DOL shall have the right and the opportunity to review CCDC's construction plans, budgets, and bids for the DOL Project Costs. CCDC anticipates using a Construction Manager / General Contractor ("CM/GC") to construct the DOL Project in conjunction with the Public Improvements and will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that construction is consistent with the construction documents and undertaken in a reasonable manner and in accordance with statutory public bidding requirements.

7. **Permitting.** Design and construction of the DOL Project will require certain permitting from Authorities Having Jurisdiction. The permitting expenses are understood as follows:

- a. City of Boise Design Review Plan Check Fee: obtained by QRS Consulting, Inc. as a part of the civil engineering services; reimbursement to QRS Consulting.
- b. City of Boise Grading and Drainage Permit: obtained by the CM/GC; reimbursement to the CM/GC as part of the expense of construction.
- c. Ada County Highway District Erosion and Sediment Control Permit: obtained by the CM/GC; reimbursement to the CM/GC as part of the expense of construction.
- d. Ada County Highway District Right-of-Way Permit: obtained by the CM/GC; reimbursement to the CM/GC as part of the expense of construction.
- e. State of Idaho, Public Works Contractor Licenses: obtained or verified by the CM/GC and all subcontractors performing services relating to any portion of the Construction Phase.

CCDC shall follow the permitting requirements for State of Idaho property for the DOL Project, with the associated permitting fees being reimbursed. DPW does not consent to the jurisdiction of a political subdivision not granted such authority by Idaho law.

8. **Notification of Completion; Inspection.** Upon substantial completion of construction of the DOL Project, CCDC shall notify DOL in writing to request a final construction inspection and a meeting with CCDC to determine if construction of the DOL Project meets the requirements of this Agreement. DOL shall provide CCDC with written confirmation that the DOL Project has been completed in compliance with this Agreement.

9. **Payment.**

- a. Design Phase: Upon completion of the civil engineering services by QRS Consulting, Inc., CCDC will invoice DPW for the service costs. DPW shall pay CCDC's invoice within thirty (30) days of receipt. If DPW fails to reimburse CCDC, CCDC shall have no obligation to proceed with the construction phase of this Agreement.
- b. Construction Phase: Upon completion of construction, CCDC shall invoice DPW for the construction and maintenance costs related to the DOL Project based on the actual construction and maintenance costs submitted by the CM/GC and design professional for DOL Project items. CCDC shall provide to DOL/DPW all information provided by the CM/GC including sufficient proof of payment to all contractors, subcontractor, or material suppliers that provided services or materials in the construction and maintenance of the DOL Project. CCDC shall submit invoices under the DOL Project to DPW for payment in accordance with Idaho Code section 67-2302. DPW shall pay CCDC's invoice within thirty (30) days of receipt; provided, however, that if DPW disputes or disapproves any 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.
- c. Non-appropriation: DOL and DPW are State of Idaho government agencies and this agreement shall in no way or manner be construed to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. Each party reserves the right to terminate this agreement, if, in its judgment, the legislature fails, neglects or refuses to appropriate sufficient funds as may be required for either party to continue payments under this agreement or if either the legislature or Executive Branch mandate cuts or holdbacks of spending or require a "give-back" of funds required for DOL/DPW to continue payments under this agreement. All future rights and liabilities of the parties hereto shall cease within ten (10) days after notice to the other party.

10. **Subordination of Reimbursement Obligations.** Notwithstanding anything to the contrary in this Agreement, the payment obligation of CCDC as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC revenues for all Districts and may be subject to consent and approval by CCDC Lenders. In the event CCDC redirects any payment received from DPW away from any obligation associated with the design or construction of the DOL Project, CCDC shall fully indemnify and hold harmless DOL and DPW from any claims, suits, actions, or causes of action by the CM/GC and/or any contractors, subcontractor, or material suppliers that provided services or materials in the construction of the DOL Project.

11. **Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) 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 obligation 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.
- e. In the event DOL or DPW default under this Agreement, CCDC (the non-defaulting Party) shall have the right to suspend or terminate its obligations under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligations may be deemed extinguished by CCDC in its discretion.

12. **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.

13. **No Joint Venture or Partnership.** The Parties agree that nothing contained in this Agreement nor in any document executed in connection with this Agreement shall be construed as making the Parties a joint venture or partners.

14. **Successors and Assignment.** This Agreement is not assignable except that DOL may assign DOL'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.

15. **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 DOL:

Idaho Department of Labor
 Attn: Jani Revier, Director
 317 W. Main Street
 Boise, Idaho 83735
 (208) 332-3570 ext. 3615

If to DPW:

Idaho Department of Public Works
Attn: Pat Donaldson, Administrator
P.O. Box 83720
Boise, Idaho 83720-0072
(208) 332-1912
pat.donaldson@adm.idaho.gov

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

The persons and addresses to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- a. Date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- b. Date of actual receipt of the notice or other document by the person or entity specified above; or
- c. In the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (1) date of the attempted delivery or refusal to accept delivery,
 - (2) date of the postmark on the return receipt, or
 - (3) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

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. **Allocation of Risk.** The Parties are Idaho Public Entities. The Parties shall each be responsible only for the acts, omissions, or negligence of their own employees or agents. Nothing in this Agreement shall extend the tort responsibility or liability of the Parties beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq.* Each party shall be responsible for damage to property of the other party caused by its Employees in the performance of the Agreement. If a claim, damage, or cause of action is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

18. **Insurance Requirements.** CCDC shall 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, CCDC shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph. CCDC agrees that it will require its contractor to designate CCDC, DPW, and the DOL as additional insureds under contractor's insurance coverage. The insurance requirements for DOL and DPW are satisfied by the comprehensive liability plan provided through the Risk Management Program established under Idaho Code section 67-5776 *et seq.* Evidence of participation in the Risk Management Program shall be provided in the form of a Certificate of Financial Responsibility issued by the Division of Risk Management.

19. **Antidiscrimination During Construction.** CCDC, for itself and its successors and assigns, agrees that in the construction of improvements on the Project Site provided for in this Agreement, CCDC 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.

20. **Maintenance After Construction.** The Parties acknowledge and agree CCDC has no obligations to maintain the Public Improvements or any other maintenance obligations under this Agreement.

21. **Promotion of Project.** The Parties agree CCDC may promote the Project and CCDC's involvement with the Project. Such promotion includes but is not limited to reasonable signage at the Project Site and inclusion on CCDC's website notifying the public of CCDC's involvement with the Project.

22. **Warranty.** CCDC warrants that the materials and workmanship employed in the construction of the Public Improvements shall be new and of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of two (2) years after Completion.

23. **Dispute Resolution.** In the event that a dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

24. **Entire Agreement; Waivers.** This Agreement including Exhibits A and B, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of each party.

25. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of this Agreement and that timely completion is vital to the Project. The Parties agree to use their best efforts to expedite performance of all applicable services and obligations under this Agreement.

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

27. **Amendments to this Agreement.** The Parties 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. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Parties, and all amendments hereto must be in writing and signed by the appropriate authorities of 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 with an effective date of the date last written below.

CCDC:

**Urban Renewal Agency of Boise City,
an independent public body, corporate and
politic**

John Brunelle, Executive Director


Date: _____

APPROVED AS TO FORM

Mary Watson, CCDC General Counsel

DOL:

Idaho Department of Labor



Jani Revier, Director

Date: 10/9/2024

APPROVED AS TO FORM

DPW:

Idaho Department of Administration



Pat Donaldson, DPW Administrator

Date: 10/8/2024

APPROVED AS TO FORM

EXHIBIT A
Project Site Map

EXHIBIT A

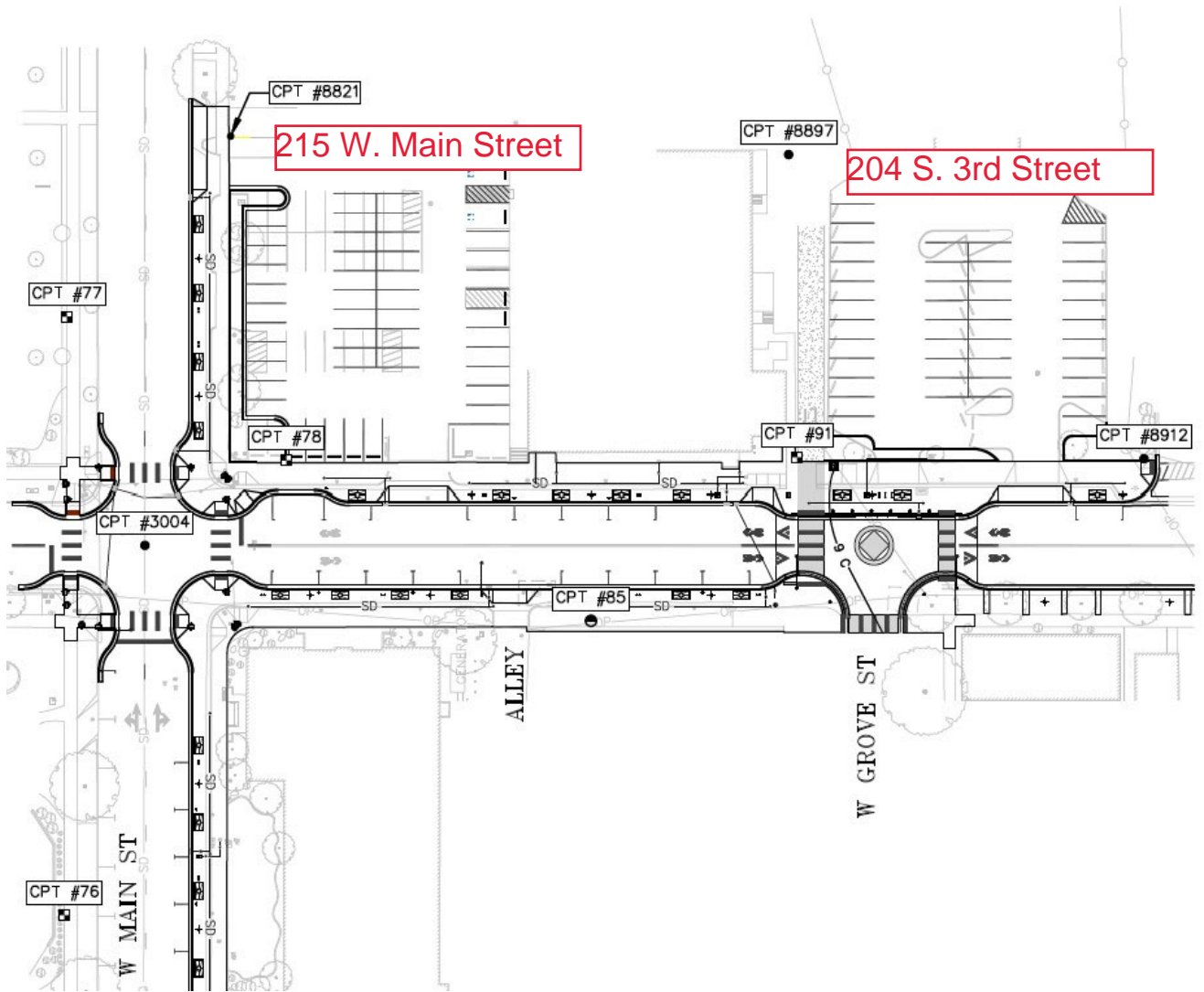


EXHIBIT B
Civil Engineering Proposal

August 15, 2024

Mr. Toby Norton
Capital City Development Corporation
121 North 9th Street, Suite 501
Boise, ID 83702



RE: Proposal for Professional Services – Idaho Department of Labor 215 W. Main Street Parking Lot and Idaho Power 204 S. 3rd Street Parking Lot Repairs

Dear Mr. Norton:

We are pleased to present you with this proposal to provide geotechnical services, civil design, and landscape architecture services for the above named projects.

IDAHO DEPARTMENT OF LABOR 215 WEST MAIN STREET PARKING LOT REPAIRS

It is our understanding that the scope of the proposed project is to repave the existing parking lot located at 215 West Main Street, Boise. Our proposed scope of services with costs is provided below.

GEOTECHNICAL SERVICES - \$10,250

QRS Consulting, LLC (QRS) will contract with Strata to provide a geotechnical engineering evaluation for the project site. Strata will evaluate the subsurface soil conditions, provide geotechnical engineering recommendations for design and construction of subsurface infiltration for stormwater disposal, and provide a pavement design for the project. Further specifics related to Strata's scope of work is provided in their attached proposal.

TOPOGRAPHIC SURVEY - \$3,500

QRS personnel will conduct a topographic survey of the existing parking lot. The completed survey drawing will include record property information, existing known utilities, existing structures, existing landscaping, existing surface features, and sufficient elevation information to complete a grading and civil design plan for the project.

PROJECT CIVIL DESIGN - \$26,500

Based on the information obtained from the topographic survey, QRS will provide civil design drawings sufficient to permit and construct the project. These drawings will typically include demolition extents, grading and drainage design information, and annotation detailing civil improvements and utility coordination as necessary.

LANDSCAPE DESIGN - \$4,000

QRS will contract with Jensen Belts Associates (JBA) to develop a landscape and irrigation plan for the project. For the purposes of this proposal, it is assumed that the existing site irrigation system can be extended to service any new landscaping that will be installed as a part of this project. JBA will provide sufficient design details and specifications to permit and construct the project.

CONSTRUCTION ADMINISTRATION - \$3,250

QRS personnel will attend a preconstruction conference, review project submittals, address potential field change issues, attend weekly construction review meetings, and be available for site inspections or construction clarification through the duration of the project.

PLAN REVIEW FEES - \$2,000

QRS will submit for permitting through the Division of Occupational and Professional Licenses (DOPL). The estimated application and plan review fees are \$2,000. QRS will bill these fees as a reimbursable expense.

ESTIMATED MAXIMUM FEE - \$49,500

QRS proposes to complete all work outlined in this proposal on a Time and Materials basis for the above estimated maximum fee in accordance with the provisions of our Master Contract with Capital City Development Corporation dated June 11, 2019. Based on previous experience, we anticipate that currently unknown issues and/or project modifications will affect our overall project scope. Therefore, we respectfully reserve the right to re-allocate project costs as needed between the several line items provided. This fee will not be exceeded without prior written authorization based on changes in work scope outside of our control.

ASSUMPTIONS

This proposal is based on certain assumptions. Should any of these assumptions be incorrect, we reserve the right to renegotiate the above contract amounts. Our assumptions include the following:

1. All necessary permit and application fees, including any fees levied by governmental agencies, are the responsibility of others unless noted otherwise in this proposal.
2. Environmental concerns do not exist at the site that will require remediation or provide conditions adverse to the proposed use.
3. All work will be completed in accordance with the current edition of the Idaho Standards for Public Works Construction.
4. The contractor will file the SWPPP Notice of Intent with DEQ.
5. Our standard limit of liability clause will apply to this project.
6. This proposal is valid for 30 days from the proposal date.

IDAHO POWER 204 S. 3RD STREET PARKING LOT REPAIRS

It is our understanding that the scope of the proposed project is to remove and pave over the existing landscape islands, install 150± feet of curb, seal coat and stripe the existing parking lot located at 204 South 3rd Street, Boise. It is estimated that the asphalt paving is less than 1,000 square feet, therefore this project will not require permitting through the City of Boise. Our proposed scope of services with costs is provided below.

TOPOGRAPHIC SURVEY - \$1,500

QRS personnel will conduct a topographic survey of the existing parking lot. The completed survey drawing will include record property information, existing known utilities, existing structures, existing landscaping, existing surface features, and sufficient elevation information to complete a civil design plan for the project.

PROJECT CIVIL DESIGN - \$5,000

Based on the information obtained from the topographic survey, QRS will provide civil design drawings sufficient to construct the project. These drawings will typically include demolition extents and annotation detailing civil improvements and utility coordination as necessary.

LANDSCAPE DESIGN - \$2,500

QRS will contract with Jensen Belts Associates (JBA) to develop a landscape and irrigation plan for the project. For the purposes of this proposal, it is assumed that the existing site irrigation system can be extended to service any new landscaping that will be installed as a part of this project. JBA will provide sufficient design details and specifications to permit and construct the project.

ESTIMATED MAXIMUM FEE - \$9,000

QRS proposes to complete all work outlined in this proposal on a Time and Materials basis for the above estimated maximum fee in accordance with the provisions of our Master Contract with Capital City Development Corporation dated June 11, 2019. Based on previous experience, we anticipate that currently unknown issues and/or project modifications will affect our overall project scope. Therefore, we respectfully reserve the right to re-allocate project costs as needed between the several line items provided. This fee will not be exceeded without prior written authorization based on changes in work scope outside of our control.

ASSUMPTIONS

This proposal is based on certain assumptions. Should any of these assumptions be incorrect, we reserve the right to renegotiate the above contract amounts. Our assumptions include the following:

1. All necessary permit and application fees, including any fees levied by governmental agencies, are the responsibility of others unless noted otherwise in this proposal.
2. Environmental concerns do not exist at the site that will require remediation or provide conditions adverse to the proposed use.

3. All work will be completed in accordance with the current edition of the Idaho Standards for Public Works Construction.
4. Asphalt paving is less than 1,000 square feet; therefore, this project will not require permitting through the City of Boise.
5. A grading and drainage plan is outside of the scope of this proposal.
6. Construction administration is outside of the scope of this proposal.
7. The contractor will file the SWPPP Notice of Intent with DEQ.
8. Our standard limit of liability clause will apply to this project.
9. This proposal is valid for 30 days from the proposal date.

We appreciate the opportunity to present you with this proposal and look forward to working with you on this project. If you have any questions or concerns, please feel free to call me at 208-342-0091.

Sincerely,
QUADRANT CONSULTING, INC.

Ricardo Zavala

Ricardo Zavala, PE
Manager

Attachments: QRS Standard Provisions
Strata Proposal
JBA Proposal

QRS CONSULTING STANDARD PROVISIONS

1. Period of Service: QRS Consulting, LLC (QRS) will commence work within ten days of receipt by QRS of the executed Agreement and will proceed with said work in a diligent manner to completion. QRS will not be responsible for delays caused by factors beyond QRS's control and will not be responsible for delays caused by factors which could not reasonably have been foreseen at the time this Agreement was executed.

2. Terms of Payment: Fees for Services will be billed monthly based on the actual services completed. CLIENT shall make prompt monthly payments in response to QRS's monthly invoices. If CLIENT objects to any invoice submitted by QRS, CLIENT shall advise QRS in writing, giving reasons therefore, within fourteen days of the date on said invoice.

If the CLIENT fails to make any payment due QRS for services and expenses within thirty days of the date on the invoice therefore, the amounts not paid will be considered past due. A delinquency charge of 1-1/2% per month shall be added to the past due amount, and in addition, QRS may suspend services under this Agreement, without liability for delay or for consequential or other damages which may result therefrom, upon delivery of written notice of its intention thereof.

If invoices remain outstanding past sixty days, QRS shall pursue legal and equitable means to collect the outstanding balance. CLIENT agrees to pay all reasonable attorney's fees, court costs and collection fees incurred by QRS in the collection thereof.

3. Payments in Event of Termination: In the event this Agreement is terminated, QRS will be compensated for services performed under this Agreement to the date of termination in accordance with the above provisions of payments to QRS. If this Agreement is terminated by CLIENT, QRS will also be compensated for all reasonable costs and expenses incurred to assemble and close project files and records.

4. Opinions of Cost: Since QRS has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, QRS's opinions of probable Project or construction costs are to be made on the basis of QRS's experience and qualifications and represent QRS's judgment as an experienced and qualified professional engineer, familiar with the construction industry; but QRS cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable costs prepared by QRS.

5. Standard of Performance: QRS shall perform its services in accordance with generally accepted standards presently maintained by other practicing professionals engaged in the same type of work in the general location of the project. QRS makes no other warranty, expressed or implied.

6. Services and Information: CLIENT will provide all criteria and information pertaining to the CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

7. Changes: The parties agree that not change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by QRS are estimates to perform the services required to complete the project as QRS understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. QRS will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional series, or suspension of services results in an increase or decrease in the cost of or time required for performance of the series, an equitable adjustment shall be made, and the Agreement modified accordingly.

8. Construction and Safety: QRS shall not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s); for safety precautions and programs incident to the work of Contractor(s); or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. QRS shall not manage, supervise, control, or have charge of construction. QRS shall not be responsible for the acts or omissions of the contractor or other parties on the project. QRS shall be entitled to review all construction contract documents and to require that no provisions extend beyond the duties or liability of QRS beyond those set forth in this Agreement. CLIENT agrees to include QRS as an indemnified party in CLIENT's construction contracts for the work, which shall protect QRS to the same degree as CLIENT. Further, CLIENT agrees that QRS shall be listed as an additional insured under the construction contractor's liability insurance policies.

9. Reuse of Documents: All documents, including drawings and specifications, prepared by QRS pursuant to this Agreement shall remain the property of QRS and are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the services provided for the intended Project or on any other project. Any reuse without written verification or adaptation by QRS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to QRS; and CLIENT shall indemnify and hold harmless QRS from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle QRS to further compensation at rates to be agreed upon by CLIENT and QRS.

10. Electronic Media Delivery: It is recognized that the CLIENT may, from time to time, request the delivery of and receive electronic copies of drawings. The electronic drawings are considered part of QRS's instrument of service and shall not be used on other projects, for additions to this project, or for completion of this project by another design professional except by agreement in writing and with appropriate compensation to QRS.

Any such use or reuse by the CLIENT or others, without written verification or CADD adaptation by QRS for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to QRS. Furthermore, the CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless QRS from all claims arising out of or resulting therefrom.

Due to the potential that electronic files can be modified by the CLIENT, unintentionally or otherwise, QRS reserves the right to remove all reference to its ownership and/or involvement from each electronic display.

The CLIENT shall be responsible for determining the compatibility of QRS's files with the CLIENT's software. QRS makes no warranty as to the compatibility of its files with the CLIENT's software.

Because data stored on electronic media can deteriorate undetected, the CLIENT agrees that QRS cannot be held liable for the completeness or correctness of the electronic data after an acceptance period of 30 days from the date of delivery of the electronic files.

11. Limitation of Liability: Any and all liability, claim for damages, cost of defense, or expenses to be levied against QRS will be limited to a sum not to exceed Fifty Thousand Dollars (\$50,000.00) or the amount of its fee, whichever is greater, on account of any injury or damage to persons or property or arising out of any design defect, error, omission, or professional negligence. Further, the CLIENT agrees to notify any contractor or subcontractor who may perform work in connection with or making use of any design, report, or study prepared by QRS of such limitation of liability and require as a condition precedent to its performing the work a like limitation of liability on their part as against QRS. In the event the CLIENT fails to obtain a like limitation of liability provision as to injury or damage to persons or property, design defects, errors, omissions, or professional negligence, any liability of QRS and/or

STANDARD PROVISIONS



the CLIENT to such contractor or subcontractor arising out of alleged injury or damage to persons or property, design defects, errors, omissions, or professional negligence shall be allocated between the CLIENT and QRS in such a manner that the aggregate liability of QRS shall not exceed Fifty Thousand Dollars (\$50,000.00) or the amount of its fee, whichever is greater.

12. Insurance: QRS agrees to procure and maintain at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which QRS is legally liable. Upon request, QRS shall certificates of insurance will be furnished to the CLIENT. QRS agrees to indemnify CLIENT for the claims covered by QRS' insurance.

13. Termination: Either party may terminate this Agreement at any time upon seven days' prior written notice to the other.

14. Attorney's Fees and Expenses: In the event suit or action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such suit or action, in both trial court and appellate courts.

15. Waiver: No waiver of a breach of any covenant, term or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term, or condition itself.

16. Controlling Law, Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Idaho. Jurisdiction and venue of any dispute hereunder shall be in Ada County, State of Idaho.

17. Successors and Assigns: The covenants, agreements and obligations of this Agreement shall extend to and be binding upon and inure to the benefit of the partners, heirs, personal representatives and assigns of the parties hereto. Neither CLIENT nor QRS shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other. Nothing contained in this paragraph shall prevent QRS from employing, with prior written consent of CLIENT, such independent professional associates, and consultants as QRS may deem appropriate to assist in the performance of services hereunder.

QRS CONSULTING, LLC.

CLIENT:

Initial: R.Z.

Date: 8/15/2024

Initial: _____

Date: _____



June 14, 2024
File: BOP24180

Mr. Ricardo Zavala, P.E.
QRS Consulting, LLC
3380 W Americana Terrace, Ste. 220
Boise, ID 83706
Phone: 208-602-1729
Email: rzavala@qrs-llc.com

RE: **PROPOSAL**
Geotechnical Engineering Evaluation
Parking Lot Improvements
215 W Main Street
Boise, ID 83702

Dear Mr. Zavala,

STRATA is pleased to present this proposal to provide a Geotechnical Engineering Evaluation in support of the planned pavement reconstruction at 215 W Main Street in Boise, Idaho. We propose to obtain subsurface information at the site and provide a geotechnical engineering evaluation report to include stormwater disposal and pavement design recommendations to assist project planning, design, and construction. At STRATA, we are committed to providing qualified, timely, innovative, and cost-effective geotechnical engineering services for QRS Consulting, LLC (QRS). The following paragraphs describe our project understanding, the scope of services, the estimated schedule, and fees.

PROJECT UNDERSTANDING

General

We understand The Department of Labor (DOL) plans to remove and replace the existing asphalt surface of the parking lot at 215 West Main Street in Boise, Idaho. If possible, the surficial asphalt is planned to be replaced while leaving the underlying base and subbase in place. QRS is requesting that STRATA provide geotechnical design recommendations for the project to assist with civil design progression. We base our project understanding on the following:

- Our electronic mail conversations with Mr. Ricardo with QRS Consulting, LLC.
- Our previous experience with similar soil conditions near the project site.

Proposed Construction

The existing parking area is located on the south corner of 3rd and Main Streets in Boise, Idaho. The parking lot is planned to be repaved with new Hot Mix Asphalt (HMA). Stormwater drainage will be accomplished via existing or potentially new subsurface infiltration facilities. The existing asphalt surface exhibits significant cracking and deterioration, and there is no documentation available as to the thickness of the asphalt, base, or subbase. Buildings along the street segment are a mix of residential and commercial buildings.

Anticipated Subsurface Conditions

To identify the site's soil characteristics, we reviewed publicly available historical aerial images, *Idaho Department of Water Resources* (IDWR) water well logs, published geologic maps, and previous geotechnical reports we have completed near the site. Our research and previous experience suggest the site subsurface

conditions will be comprised of surficial fill overlying interbedded silt and sand underlain by a deep gravel deposit. We expect depth to groundwater to be approximately 18 feet below existing grades.

Project Approach

Based on the anticipated surface and subsurface conditions, and proposed construction, borings are considered the most appropriate exploration technique for the subsurface exploration at the site. Therefore, we plan to advance three (3) borings to depths ranging from 5 to 20 feet below existing grade. While we expect to complete the borings to target depth, if shallow refusal is encountered due to the presence of cobbles, boulders, or very dense conditions, the engineering design parameters will be estimated based on correlations or our experience with similar material in lieu of laboratory testing. We intend to follow the generally accepted geotechnical practices to develop the geotechnical design recommendations for the project.

SCOPE OF SERVICES

Based on the above project understanding, we propose to accomplish the following scope of services, if authorized:

1. Coordinate with QRS Consulting, LLC to delineate exploration schedules, locations, utility issues, cleanup expectations, site access issues, and other exploration-specific considerations.
2. Conduct a site visit to establish and mark proposed exploration locations before utility locating and coordinate with IDOL to locate utility lines within the area. Pre-marking exploration locations are typically required by the regional utility locate service. In accordance with Idaho state law, we will contact the regional utility service, DIG LINE IDAHO's one-call notification system, to locate member utilities at each site and limit the potential for damage to these existing utilities at the exploration locations. Locating private utilities, if applicable, is the owner's responsibility or can be performed for additional fees. Once the locations have been established in accordance with state law, STRATA shall not be responsible for damage to unmarked utilities.
3. Subcontract a truck-mounted drill rig and operator to advance three (3) exploratory borings at the site, two borings up to 5 feet and one up to 20 feet below the ground surface. We will obtain Standard Penetration Test (SPT) soil samples at 2.5- to 5.0-foot intervals, beginning at the ground surface and extending to each boring's termination depth.
4. Log the subsurface profiles and visually describe and classify the soil encountered, referencing the *Unified Soil Classification System* (USCS) ASTM D2488. We will stake/paint and label each location if desired to assist in future surveying. Additionally, we will document exploration locations using a commercially available global positioning system (GPS) device and confirm by measuring from existing site features.
5. We will record groundwater levels in the borings, if encountered. Additionally, we will accomplish one (1) infiltration test in the underlying permeable sand and gravel to establish design infiltration rates for subsurface stormwater disposal.
6. STRATA will perform testing of soil samples recovered during our subsurface exploration, which will be identified in accordance with the USCS referencing *ASTM International* test standards. Specific samples may be tested to further define their physical and engineering properties. The anticipated testing program could include—but is not limited to those shown in the following table (quantities are approximate).

Test Designation (Standard)	Anticipated Quantity
Moisture content determination by mass	3
Particle-size distribution (passing #200 sieve only)	2
Grain size analysis	2
Atterberg limits	1

We will retain soil samples in our laboratory for 60 days following the completion of our geotechnical engineering evaluation report; the samples will subsequently be discarded unless we are asked to retain the samples for a longer time.

7. Review the team's design development documents to provide geotechnical design and construction recommendations for the following:
 - Earthwork
 - Evaluation of existing base and subbase for re-use
 - Site preparation
 - Site stripping
 - Undocumented fill removal, if required
 - Proof rolling and other site-specific subgrade preparation requirements
 - Excavation characteristics
 - Soil product specifications and required compaction
 - *Structural Fill* requirements
 - Onsite soil re-use feasibility
 - Required compaction
 - Wet weather, wet soil construction, and over-excavations
 - Geosynthetic applications (if necessary)
 - Pavement section design
 - Asphalt (flexible) pavement section
 - Pavement maintenance considerations
 - Stormwater Disposal
 - Allowable soil infiltration rate
 - Disposal design considerations
8. Prepare a geotechnical engineering evaluation report deliverable, including exploration plan, exploration logs, laboratory test results, engineering analysis, and related visual aids.

ESTIMATED SCHEDULE AND FEES

We can typically perform the field exploration within two weeks of receiving notice to proceed. We anticipate fieldwork will be completed in one business day. Laboratory testing will require ten business days, and our report will be issued approximately ten business days following the completion of laboratory testing.

Our fee for the proposed geotechnical engineering evaluation is based on our understanding of the site access, proposed project, schedule, and anticipated subsurface conditions. If the project is abandoned, we will bill for all services rendered up to the time we receive written notification of project abandonment. We will not exceed the quoted fee without your authorization. We provide a cost estimate in the table below:

Services	Fee
Geotechnical Engineering Evaluation	\$9,600.00 (Lump Sum)
Review of Plans and Specifications	\$650 (Lump Sum)
Construction Observation and Testing	Time & Expense*

*STRATA can prepare a proposal and fee estimate for these services upon your request.

STRATA’s fee does not include meeting attendance, subsequent revisions to the final report, or other correspondence. The fee for these items would be billed on a time-and-expense basis. If we become aware of conditions that could affect our scope of service or the proposed fee, we will notify you immediately. The estimated project fees are based on the scope of services outlined in this proposal. The estimated project fees are based on the scope of services outlined in this proposal and are valid for 60 days after the date listed above.

LIMITATIONS AND ASSUMPTIONS

To prepare this proposal and provide a fee estimate for the described scope of services, we made necessary assumptions, including the following:

- Permits are not required to access the site or for any work related to the geotechnical field investigation.
- A deep (100-foot) boring, as required by the IBC for seismic design, will not be completed. Therefore, the site classification for the seismic design will be based on geologic information available at the project location and/or will assume that the soil/rock encountered at the maximum depth explored extends at least 100-feet below the ground surface. A more favorable site classification may (or may not) be recommended if one boring is advanced to a depth of 100-feet or if geophysical methods (shear wave velocity survey) are utilized at an additional cost.
- The client will provide to STRATA, before mobilization, the legal right of entry to the site (and other areas, if required) to conduct the scope of services.
- The site is readily accessible with rubber-tire equipment and a passenger vehicle.
- The client will notify STRATA, before mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Traffic control services will not be necessary to perform the proposed field exploration.
- Field exploration will be completed within one (1) business day.
- The structures included in this scope of work will be supported on shallow foundations. Deep foundation options will not be evaluated.
- We do not propose to provide any environmental services, engineering evaluation of below-grade structures or any other services not stated in this proposal. If you desire this or any additional information, please contact us for a revised proposal.
- Subsurface exploration activities will cause disturbance to the site. At the conclusion of our work, boring locations will be backfilled level with the surrounding ground surface and asphalt patch applied.

- Additional exploration charges resulting from unanticipated subsurface conditions, access restrictions, adverse weather, etc., will be charged on a time-and-expense basis but only after receiving prior approval from the client.
- As a safety precaution, we will not proceed with the subsurface investigation if we suspect unmarked utilities are present.

STRATA's geotechnical involvement is limited to verifying that the geotechnical recommendations provided in our geotechnical evaluation were fully implemented. Therefore, STRATA is not assuming the engineer-of-record role for any portion of the project except those specifically listed in our geotechnical evaluation. Further, we do not propose installing groundwater monitoring wells or providing groundwater depth fluctuations by season.

In addition to the above assumptions, our proposed scope of services is intended to provide a geotechnical engineering evaluation for the proposed parking lot improvements at 215 W Main Street in Boise, Idaho. We provide our proposed scope of services based on our understanding of the project requirements at this time. However, additional engineering analyses and field exploration may be required as a result of unique or unusual soil, rock, or groundwater conditions exposed during exploration around the proposed structure. These additional services will not be provided without prior approval.

If we are authorized to provide the services outlined in this proposal, we further recommend STRATA be retained to observe that the conditions encountered during construction are consistent with the conditions exposed in explorations. This is critical to the overall geotechnical design process and is the standard of care in the industry. If we are not retained to confirm the conditions encountered and verify our recommendations are followed, we cannot be responsible for construction-related errors, omissions, or contractor or designer misinterpretations of our report recommendations.

ADDITIONAL SERVICES

Geotechnical Design Continuity

Following report distribution, we recommend that STRATA be retained to assist the project design team in implementing and confirming the applicability of our geotechnical design recommendations. This continuity is beneficial as project planning progresses and design plans are developed, considering the potentially limited information that is available at the time the geotechnical evaluation is completed. Retaining STRATA during planning, design, and construction can be critical to the successful implementation of geotechnical constraints and opportunities for your project. STRATA can prepare a proposal and fee estimate for these services upon your request.

Review of Plans and Specifications

We recommend that STRATA be retained to accomplish a review of geotechnically-relevant portions of the plans and specifications as they become available. Our experience has been that having STRATA review the construction documents decreases the potential for errors and reduces costly changes to the contract during construction.

Construction Observation and Testing

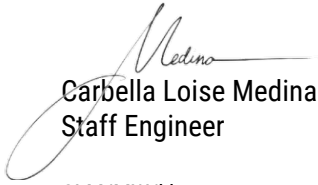
We recommend that STRATA be retained to provide observation, testing, and consultation during construction to verify our design assumptions and provide quality control for the project. We can perform materials testing and observation of earthwork, foundation construction, asphalt, masonry, concrete, and steel reinforcement. Our construction testing and observation personnel are certified to perform the necessary inspections and have the experience to work closely with the project team. If we are not retained to provide earthwork construction observation and testing, we cannot be responsible for soil-engineering-related construction

errors or omissions. We propose to provide these services on a time-and-expense basis, and we can prepare a proposal and fee estimate upon your request.

AUTHORIZATION


We appreciate the opportunity to present this proposal to QRS and look forward to working with you. If you agree to the above scope of services, we will perform this scope of work under the appended *General Conditions for Geotechnical Engineering Services*. These General Conditions cannot be excluded from the overall contract terms by issuing a purchase order, reconstructing the scope in a separate client contract form, or otherwise constructing a new contract vehicle. Our acceptance of your contract form does not constitute a waiver of these General Conditions unless specifically stated in writing. You have the option to negotiate our General Conditions, before accepting this proposal. Please read all sections carefully. If you agree to the above scope of services, please review, sign, and return a copy of the General Conditions for our files and as authorization to proceed. We sincerely appreciate the opportunity to assist you on this project. If you have any questions about this scope of service and/or fee, please do not hesitate to contact us.

Sincerely,
STRATA



Carbella Loise Medina
Staff Engineer

CLM/MW/kb



Mike Woodworth, P.E.
Senior Engineer

AUTHORIZATION FOR PROFESSIONAL SERVICES



DATE: 6-6-2024
PROJECT NAME: Idaho Department of Labor Main St. Parking Lot
Idaho Power 3rd St Parking Lot
PROJECT NUMBER: TBD
CLIENT: QRS Consulting, LLC
ADDRESS: 3380 W. Americana Terrace, Ste 220, Boise, ID 83706

SCOPE: Idaho Department of Labor Main St. Parking Lot and Idaho Power 3rd St. Parking Lot Landscape Design

1. This proposal is based on the Idaho Department of Labor Main St. Parking Lot and the Idaho Power 3rd St. Parking Lot concept plans produced by JBA for the 3rd St. Streetscape Design Review package.
2. Review preliminary civil plans, and additional site inventory and analysis as necessary. All AutoCAD base files will be provided by the engineer.
3. Develop landscape planting plan for client review per State requirements. Complete site landscape plans to scale including planting location, labels, parking lot buffers, details, and construction technical specifications (irrigation to be performance specification only), as required.
4. Provide to client/engineer for review and revise as necessary for city submittal. Revise Landscape Plans per review comments, as necessary.
5. Deliverables: E-mail PDF - B&W full size sheets. Hard copies upon request (to be invoiced at cost).

COMPENSATION:	Idaho Department of Labor Main St. Landscape Design: \$ 4,000.00
	Idaho Power 3rd St. Landscape Design: \$ 2,500.00
	\$ 6,500.00

Services to be compensated for on an hourly, not-to-exceed basis. Does not include landscape irrigation plan, site plan color rendering, or expenses (printing).

SPECIAL PROVISIONS: Revisions requested by the Client after 100% submittals and approval will be compensated on time and expenses basis.

CLIENT APPROVAL

SIGNATURE _____

NAME _____

DATE _____

CONSULTANT ACCEPTANCE

Kimberly C Siegenthaler

Kimberly C. Siegenthaler

6-6-2024



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AGENDA BILL

Agenda Subject: Designation: 2392 E. Winco Ct, EastPort Logistics. Type 4 Capital Project Coordination for East Winco Court Utility and Road Improvements, Cul-de-sac to S. Warehouse Way with EastPort Logistics Owner LLC		Date: 10/25/2024
Staff Contact: Corrie Brending	Attachments: 1) Site Map 2) Rendering and Elevations 3) Public Improvement Plan	
Action Requested: Designate 2392 E Winco Ct, EastPort Logistics, eligible for a Type 4 Capital Improvement Project Coordination and direct staff to continue negotiating a final agreement with EastPort Logistics Owner LLC for future board approval.		

Background:

EastPort Logistics is a 44-acre Industrial development project located in the Gateway East District at 2392 East Winco Court. The planned uses are a mix of warehouse, distribution, and manufacturing for a total of approximately 687,000 square feet between four buildings, and approximately 800 on-site parking stalls with 90 of those stalls for truck/trailer parking. The developer, Lincoln Property Company, estimates total development costs will be \$101,500,000.

Eastport Logistics Owner LLC is a special-purpose entity created to develop this site under the overall project from Lincoln Property Company (“Lincoln”). Lincoln is an international developer with a portfolio of retail, office, industrial, multi-family, and mixed-use projects in North America and Europe. Lincoln currently leases or manages over 510 million square feet of real estate with \$25 billion in assets under management. The company has developed 150 million square feet with a current \$20 billion project pipeline.

Lincoln Property Company is requesting Type 4 program assistance with the estimated \$8.7 million of public utility and roadway infrastructure improvements required for the EastPort Logistics project. The Type 4 Capital Improvement Project Coordination Program coordinates CCDC-initiated Capital Improvement Plan (CIP) activities with construction activities of private development and/or other public agencies.

In August, the CCDC Board approved the Five Year CIP which included an allocation of \$3.95 million for East Winco Court utility and road improvements from the cul-de-sac to South Warehouse Way in fiscal year 2027. The buildout of Eastport Logistics includes extending East Winco Court and South Warehouse Way to connect at the northwest corner of the site. The

design of the roadways utilizes the existing ACHD right of way for South Warehouse Way and East Winco Court follows the location of a gas pipeline easement.

Of the \$8.7 million in public infrastructure costs, approximately \$4.9 million is for extending Winco Ct. and building Warehouse Way. The other \$3.4 million is for utility improvements, including 0.75 miles of underground power distribution line, a step-down transformer, and water and sewer main line extensions.

These public improvements align with the Gateway East Urban Renewal Plan objectives by improving street connectivity, minimizing dead-end streets, and unlocking inaccessible land for development including future phases of the EastPort project.

Project Summary:

- 2392 E Winco Ct.
- 44 acres
- 687,000 SF of industrial space
- \$101.5M Total Development Costs
- \$8.7M Estimated Eligible Expenses
- \$3.95M eligible for Capital Improvement Coordination
- \$2.4M estimated TIF reimbursement

Timeline:

- May 2022 – DR Approval
- **TODAY – CCDC Type 4 Designation**
- December 2024 – Agreement Approval
- December 2024 – Construction begins
- March 2026 – Project Complete
- April 2026 – Reimbursement for Eligible Expenses
- 2028- 2033 – TIF Reimbursement Period

Fiscal Notes:

CCDC’s Five Year CIP includes \$3.95 million for E. Winco Court public improvements that with this Type 4 designation can be made available for reimbursement of those improvements. The remaining estimated Eligible Expenses may be reimbursed by utilizing 80% of the project’s generated annual tax increment for up to six years which is forecasted to be about \$2.4 million.

Staff Recommendation:

Provide feedback and direct staff to continue negotiating and finalizing the terms of the Type 4 Participation Agreement for future board approval.

Suggested Motion:
I move to designate EastPort Logistics eligible for Type 4 Capital Improvement Project Coordination assistance and direct staff to negotiate a final agreement with EastPort Logistics Owner LLC for future board approval.

Attachment 1 – Site Map



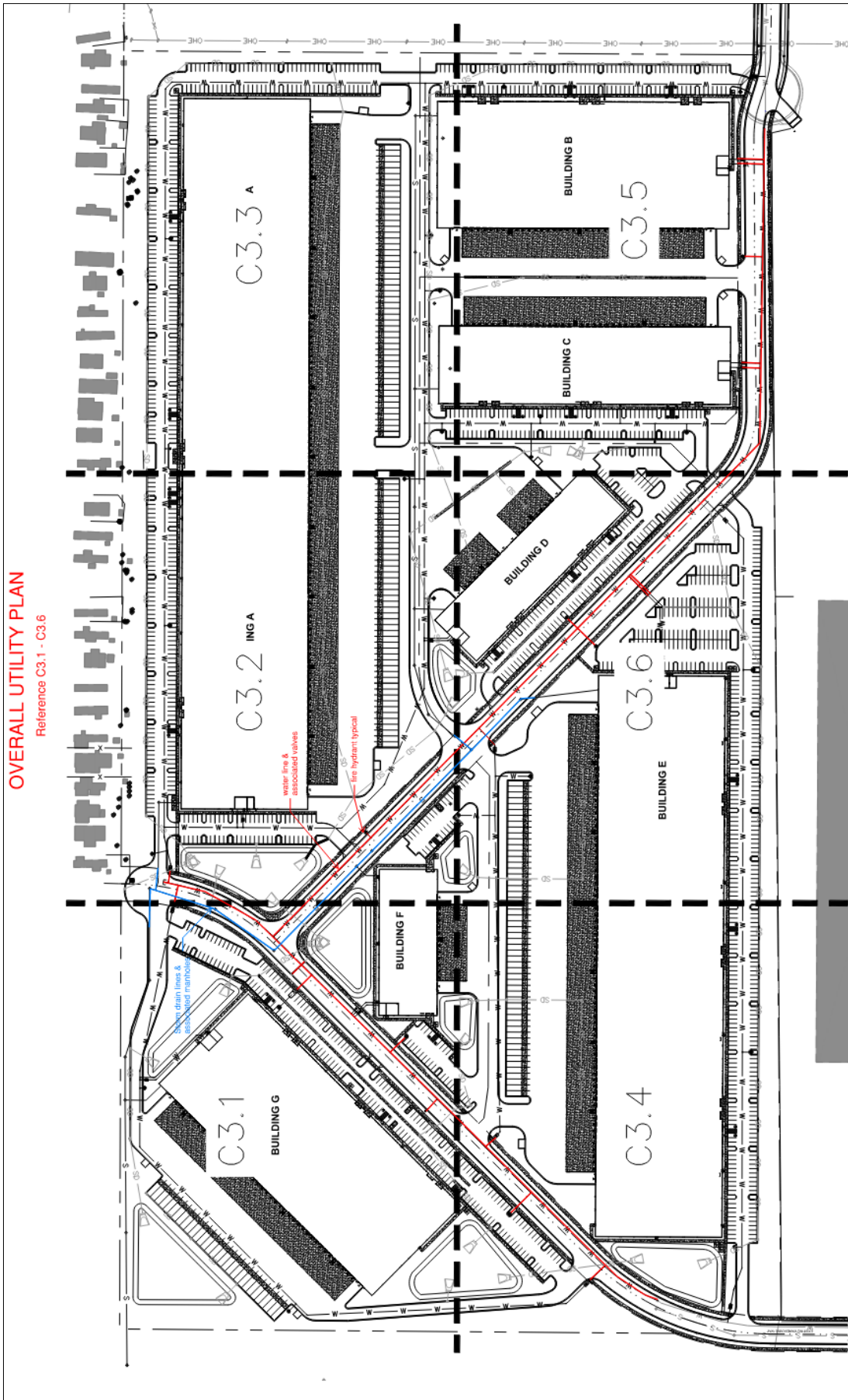
Attachment 2 – Rendering and Elevations (3 of 4)



Attachment 3 – Public Improvement Plan (2 of 5)

OVERALL UTILITY PLAN

Reference C3.1 - C3.6





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V.
EXECUTIVE
SESSION



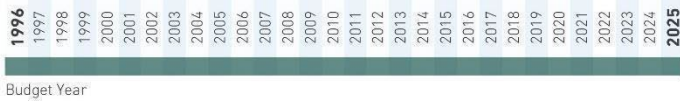
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DATE: October 25, 2024
TO: Latonia Haney Keith, Chair
 Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

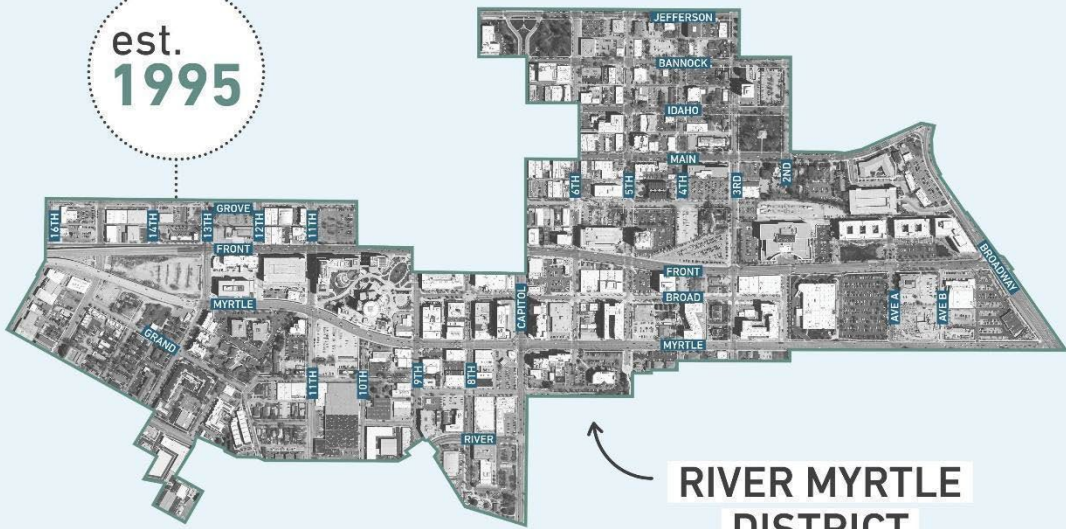
RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



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**RIVER MYRTLE
DISTRICT**

DISTRICT MAP



Economic Development

PARTICIPATION PROGRAM

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 \$350,000. The Board approved the project in May 2022 for T4 Agreement Designation and approved the T4 Agreement in May 2024. Agency is coordinating with the City of Boise on project timelines for the pre-construction meeting, project permitting and groundbreaking. *Project Lead: Toby Norton*

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*

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. Construction of the eligible public improvements is complete, and the Agency has issued reimbursement. *Project Lead: Amy Fimbel*

212 S. 16th St. - Fire Station #5 - PP Type 4: A partnership with the City of Boise to assist with streetscape, alley, and utility improvements associated with the redevelopment of Fire Station #5. The Board designated the project on May 8, 2023. The Board approved the final agreement on August 14, 2023, and a 180-day extension of the agreement term was granted on July 26, 2024. Construction of eligible public improvements is anticipated to be complete in October 2024 with a grand opening of Fire Station #5 scheduled for October 18, 2024. *Project Lead: Amy Fimbel*

705 S. 8th St. - 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, and approved the final Type 4 agreement on July 16, 2024. *Project Lead: Amy Fimbel*

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. The improvements for streetscape preservation and repairs to bring the building into code compliance are complete, and reimbursement has been issued. *Project Lead: Kassi Brown*

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.



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 project received City of Boise Design Review approval in March 2024 and the design team has completed construction documents and is currently permitting the project for construction later this year. Guho Corp. has been contracted with for pre-construction and construction services and working to submit the GMP for the November 2024 Board meeting. *Project Lead: Toby Norton*

Capitol Boulevard Streetscape Improvements, Boise River to Myrtle Street: This project anticipates streetscape improvements that include a 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 Board approved GMP 1 for the procurement of long lead time geothermal materials at the July 2024 Board meeting. The Agency will seek Board approval to execute a second amendment for GMP 2 which will include the remaining construction services at the October 25 Board meeting with construction anticipated to begin in November 2024. *Project Lead: Megan Pape*

Mobility

Boise City 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 received City of Boise approval of the final plans on May 24, 2024. Acquiring Permanent and Temporary Easements were necessary to construct the pathway and are now complete. The Agency prepared an RFQ for pre-qualifying prospective contractors that was advertised on May 21, 2024. Statements of Qualifications were due on June 20, 2024. CCDC received seven applicants and pre-qualified BriCon Inc., Guho Corp., Knife River Corporation – Mountain West, LaRiviere Inc., and Wright Brothers, The Building Company, Eagle LLC as eligible to submit a bid for this project. The Board approved the final list of pre-qualified applicants at the July 2024 Board Meeting, as well as the ratification of the License Agreement for the Davis Family Remnant. The invitation to bid was issued July 23, 2024, with bids due August 12, 2024. The bid was awarded at the August 28 Board Meeting and Wright Brothers were selected to complete the work. Construction is set to begin October 2024. *Project Lead: Megan Pape*

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).



Guho started construction on October 30, 2023, and reached Substantial Completion on October 10, 2024. *Project Lead: Amy Fimbel*

Rebuild Linen Blocks on Grove Street: 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. Improvements on Grove Street between 9th Street and 14th Street are complete, and work is now focused between 14th Street and 15th Street. The Agency will host a lighting ceremony to celebrate the installation of six historic neon signs on the north side of Grove Street between 12th Street and 13th Street on October 30, 2024, at 6:15 p.m. *Project Lead: Amy Fimbel*

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. CCDC 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. Agency 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 2024. Agency is coordinating with City of Boise Arts & History department on the art package and the design team is working on construction documents to be complete in October 2024. *Project Lead: Toby Norton*

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: Megan Pape*

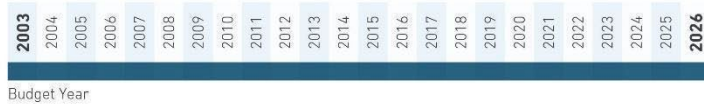
RMOB Public Art - Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History has requested assistance to re-wrap traffic boxes that need replacement. There are fifteen traffic boxes in the river-Myrtle/Old Boise District that need replacement. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. The final agreement was approved by the Board in December 2023. *Project Lead: Megan Pape*

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 final agreement was approved by the Board in April 2024. *Project Lead: Megan Pape*

WESTSIDE DISTRICT



157 ACRES



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WESTSIDE DISTRICT

DISTRICT MAP



Economic Development

Block 68 Catalytic Redevelopment Project: In December 2021, the Board selected Edlen & Company's and deChase Miksis' ("Developer") proposal for the disposition of Agency owned property at 1010 W. Jefferson St. and 421 N. 10th St. through a competitive Request for Proposals ("RFP") process. The proposal included development of two projects: a Mixed-Use Residential and Mobility Hub Project on Block 68 South (1010 W. Jefferson), and a Workforce Housing Project on Block 69 North (1111 W. State St – to be obtained by the Agency via a land exchange with the YMCA for 421 N. 10th St.). The Board approved the Amended and Restated Land Exchange with the YMCA and the Block 69 North Workforce Housing Project Disposition and Development Agreement ("DDA") with the Developer in October 2022 and approved the Block 68 South Mixed-Use Residential and Mobility Hub Project DDA with the Developer in December 2022. In 2023, the Developer requested revised assistance and on December 11, 2023, the Board approved Amended and Restated DDAs for both Block 69 North and Block 68 South. The Board also approved the Second Amended and Restated Land Exchange Agreement with the YMCA. On July 30, 2024, the Developer notified CCDC in writing that the Block 68 South and Block 69 North projects as described in the DDAs are not feasible and requested the Board consider amending the DDAs. The Developer's requested amendments contemplating the development of a mixed-use Mobility Hub with active ground floor uses but no residential use on Block 68 South and a new ownership and financing structure for the Workforce Housing Project on Block 69 North. Both projects would require new schedules of performance. The Board received a full update on the project's status and the developer's requests at its August 12 work session. The Developer requested an extension to the Outside Closing Date in the DDAs to October 14, which extension was recognized by CCDC staff. CCDC and the YMCA closed on the land exchange on September 30, 2024. *Project Lead: Alexandra Monjar*

1010 W. Jefferson St. - 10Ten Building - Agency Owned Property: All leases 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*

1110 W. Grove St. - Renegade Hotel - PP Type 4: Development of this seven-story, 122-key boutique hotel by Hendricks Commercial Properties is nearly complete. The Board designated the project for Type 4 Capital Improvement Project Coordination participation in May 2022, and the agreement was approved by the Board in September 2022. An amendment to the agreement was executed in May 2023, to allow Hendricks' to install a sidewalk with a geothermal snowmelt system. This amendment does not impact the project's estimated expenses eligible for reimbursement. The project and CCDC's reimbursement is now complete. *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 and includes replacing windows, historically accurate awnings, and new storefront display windows and entry doors. Construction is underway with anticipated completion by the end of the year. *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

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. To maximize public investment, the Agency has entered into an Interagency Agreement with ACHD to include ACHD's planned pavement rehabilitation and the replacement of the underground Boise City Canal Bridge crossing on Bannock east of 14th in the project scope. CSHQA is leading the design effort and McAlvain Construction is the Construction Manager/General Contractor (CM/GC). The project is awaiting final permit approvals and is out to bid, with construction anticipated to start in January 2025. *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). The project has received permitting approvals and anticipates starting construction in January 2025. *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

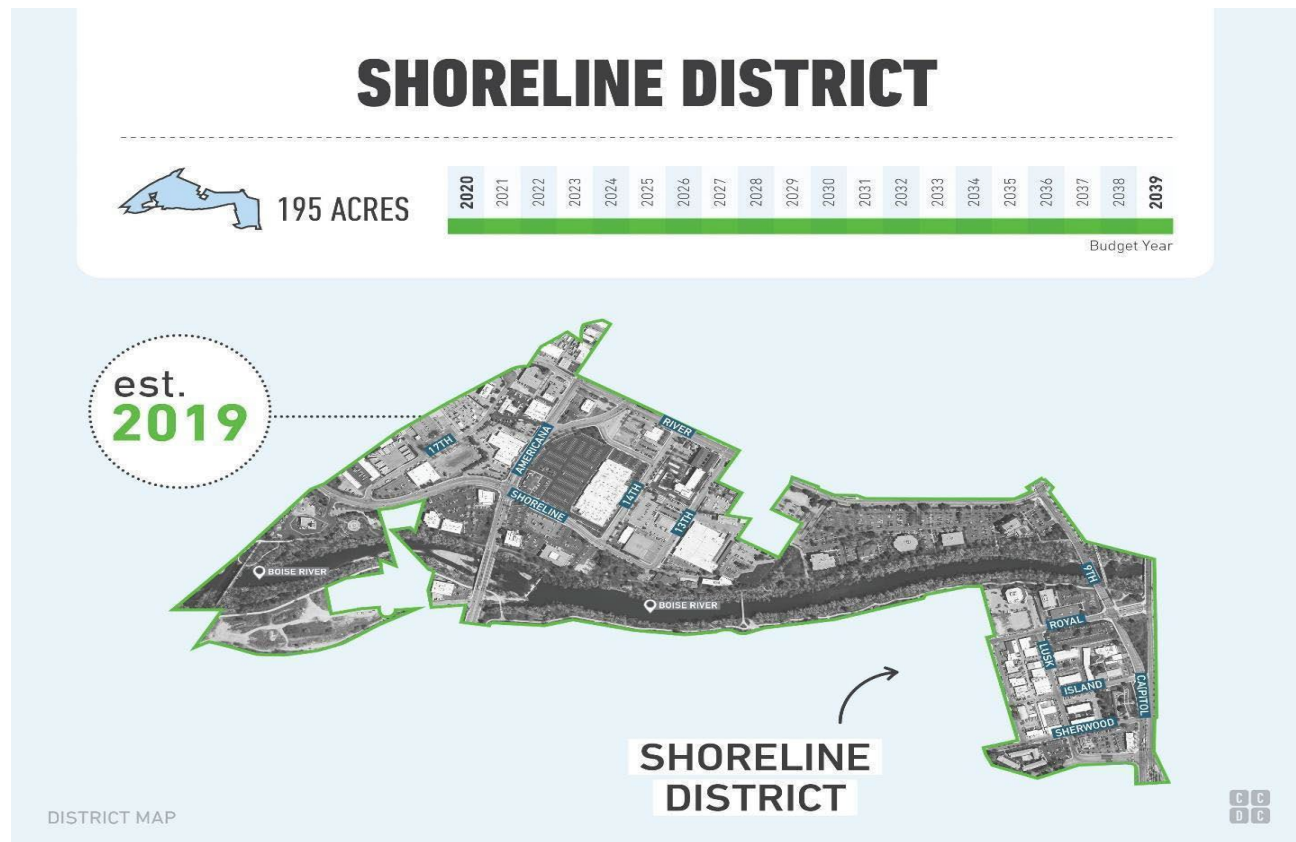
will provide affordable housing for individuals and couples who are experiencing homelessness or facing homelessness and earning less than 60% of the area median income for Ada County, though residents will be earning substantially below this. There is an estimated \$250,000 in eligible expenses for 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. Construction is estimated to begin in Fall 2024. *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 will issue the reimbursement for Fiscal Year 2024. *Project Lead: Alexandra Monjar*



Economic Development

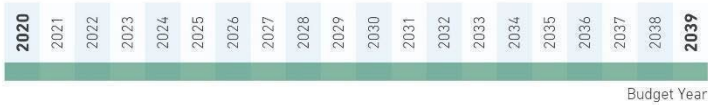
17th Street Interim Streetscape Improvements, Shoreline Drive to Cul-de-Sac: This project is complete, with improvements including new sections of sidewalk, ADA compliant pedestrian ramps and three new overhead lights at the east end of the 17th Street cul-de-sac. These upgrades will improve safety and mobility within the public right-of-way on 17th Street and provide the City of Boise with infrastructure to better manage on-street parking. *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 estimated at \$44 million, and Eligible Expenses at \$600,000. The Board approved an agreement in January 2023. Construction was completed in August 2024 and Boise State University is utilizing the project for student housing. *Project Lead: Corrie Brending*

GATEWAY EAST DISTRICT



2,643 ACRES



DISTRICT MAP



Economic Development

2392 E Winco Ct. - EastPort Logistics – PP Type 4: EastPort Logistics is a 44-acre Industrial development project located in the Gateway East District at 2392 East Winco Court. The planned uses are a mix of warehouse, distribution, and manufacturing for a total of approximately 687,000 square feet between four buildings, and approximately 800 on-site parking stalls with 90 of those stalls for truck/trailer parking. The developer, Lincoln Property Company, estimates total development costs will be \$101,500,000. Lincoln Property Company has requested assistance under the Type 4 Program for the nearly \$8.7 million of public utility and roadway infrastructure planned for the project. The designation of this project will be brought to the Board on October 25, 2024. *Project Lead: Corrie Brending*

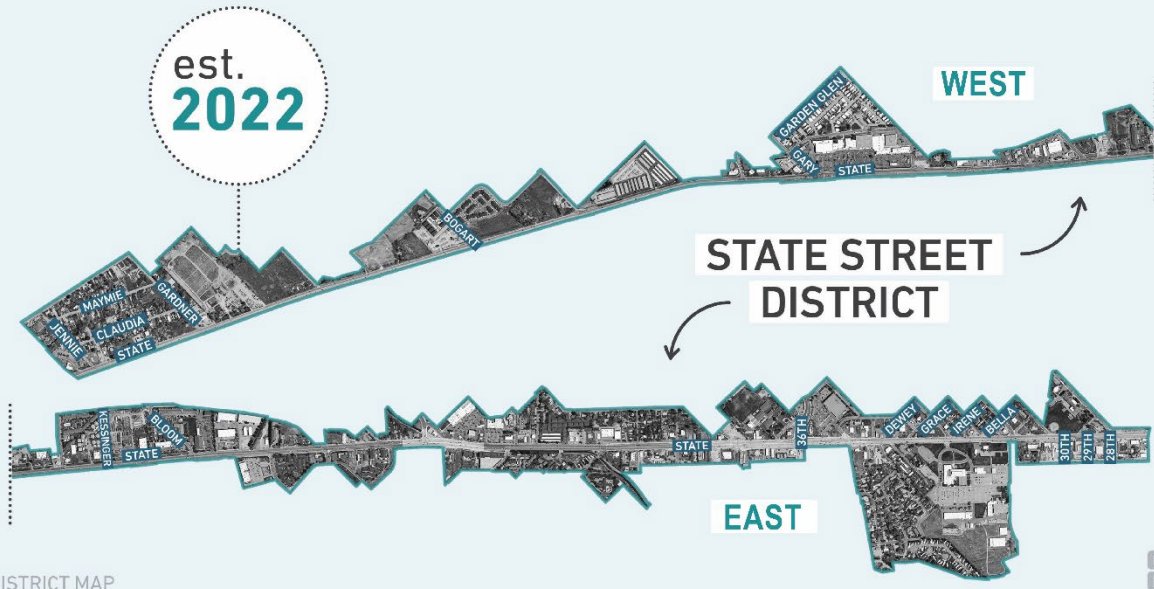
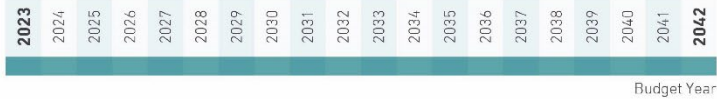
951 E. Gowen Rd. - Red River Logistics and Commerce Centers - PP Type 2: The Board approved this Agreement at its February meeting to participate in the extension and public dedication of Production Street and associated utility and streetscape improvements. This street extension is included in the Gateway East District Plan and will open opportunities for additional development on adjacent vacant parcels. Construction is underway with completion expected in November 2024. *Project Lead: Corrie Brending*

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 was approved by the Board in February 2024 and 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. In July 2024, CCDC received notice that the developer is proceeding with the additional building. CCDC and the developer will work to amend the agreement based on the development schedule for the additional building. *Project Lead: Corrie Brending*

Mobility

Eisenman Road Interim Improvements, Blue Sage Lane to Blue Valley Lane: This project is complete, and the five-foot-wide asphalt pathway along the frontage of the Blue Valley Estates Mobile Home Park is open to pedestrians. These improvements will improve safety for pedestrians traveling between Blue Sage Lane and Blue Valley Lane, particularly for students accessing the school bus service. *Project Lead: Kassi Brown*

STATE STREET DISTRICT



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

Capitol and Myrtle Garage Elevator Modernization: The Agency is updating and modernizing the elevator at the Capitol & Myrtle Garage. The current unit is 20+ years old and parts are no longer available. A request for bid was sent and a Pre-bid meeting was held on February 20. Final bids were due March 13 at 3pm. Four bids were received, and Barrier Building Inc was the lowest bidder (\$430,000). The board approved the project during the April meeting and the project is now underway. The lead time to receive the necessary parts for the elevator modernization is 28 weeks. Barrier will be constructing the new elevator



control room first, then the project will be in a holding pattern, until the elevator parts arrive. The estimated completion date is February 2025. *Project Lead: Aaron Nelson*

9th & Front Garage Tier 1 Repairs Project: This repair work consists of routing and sealing exposed cracks and efflorescence on the underside of the concrete slab on Levels 1,6 and 7 as well as cleaning and sealing cracks on the non-load-bearing CMU walls. Work began mid-July and was completed in late September 2024. Project cost is \$46,055. *Project Lead: Aaron Nelson*

Capitol & Myrtle Structural Repairs Project: Three areas on Levels 3 and 4 of the garages need pan deck repair due to water intrusion. The scope of work consists of cutting and removing the damaged pan deck, fixing any issues with the concrete, and placing a new pan deck. New fireproof protection spray will be applied after the repairs are made. The project was advertised for formal bids in July 2024. Barrier Building was awarded the contract and began work in September 2024. Work to be completed mid-October 2024 Total cost will be \$193,000. *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. VRT's FY25 annual financial request of CCDC will be on the October 2024 Consent Agenda. *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 delivered 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 outlines the analysis process, findings, and recommendations on solar array implementation for each garage. Agency presented study findings to the Board at the March 2024 Board Meeting. *Project Lead: 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 selected 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 the final Existing Conditions, PARCS Assessment and Best Practices Report in late March 2024 and developed final specifications for the future PARCS system. The Agency advertised the RFP in September 2024 with proposals due on October 21, 2024. The Agency will select a PARCS vendor by January 2025 and installation of the new PARCS will begin in spring/summer 2025. *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 12, 2023	TBD	December 31, 2024
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 2024	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	October 23, 2024	August 2024
Issues/Comments:	Annual meeting scheduled for 10/23/2024 to discuss budget for 2025.	

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:	The Association will buy escalator cleaner and save on yearly service cleaning; ParkBOI is looking to add cameras to the 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 2024
Issues/Comments:	Annual meeting was held September 20, 2023, at 1pm. Gold Members for Idaho Steelheads now park at the 9th & Main Garage. Minor column repair at ground level to be done by Hellman in October.	

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, 105, 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	January 2025
Issues/Comments:		

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VI. ADJOURN



END