



BOARD OF COMMISSIONERS MEETING

November 12, 2024

CAPITAL CITY DEVELOPMENT CORPORATION

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

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

A G E N D A

I. CALL TO ORDERChair Haney Keith

II. ACTION ITEM: AGENDA CHANGES/ADDITIONSChair Haney Keith

III. WORK SESSION

A. Block 68/69 Project Update Alexandra Monjar (10 minutes)

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses
1. Approve Paid Invoice Report for October 2024

B. Minutes and Reports
1. Approve Meeting Minutes for October 25, 2024

V. ACTION ITEM

A. CONSIDER Resolution 1901: Block 68 South Mixed-Use Housing & Mobility Hub Project, Mutual Termination and Release Agreement with Block 68 South Development LLC
.....Alexandra Monjar (5 minutes)

B. CONSIDER Resolution 1902: Block 69 North Workforce Housing Project, Mutual Termination and Release Agreement with Block 69 North Development LLC
.....Alexandra Monjar (5 minutes)

C. CONSIDER Resolution 1900: 3rd St. Streetscape and Mobility Improvements, Front St. to Jefferson St. Amendment No. 1 to the CM/GC Contract with Guho Corp. Toby Norton (10 minutes)

VI. ADJOURN

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



II. AGENDA CHANGES/ ADDITIONS



III. WORK SESSION



IV. CONSENT AGENDA



Paid Invoice Report

For the Period: 10/1/2024 through 10/31/2024

Payee	Description	Payment Date	Amount
Debt Service:			
		Total Debt Payments:	-
Payroll:			
457(b)	Retirement Payment	10/2/2024	1,759.19
CCDC Employees	Direct Deposits Net Pay	10/2/2024	43,677.06
EFTPS - IRS	Federal Payroll Taxes	10/2/2024	18,195.28
Idaho State Tax Commission	State Payroll Taxes	10/2/2024	2,682.00
PERSI	Retirement Payment	10/2/2024	23,186.65
457(b)	Retirement Payment	10/16/2024	1,759.19
CCDC Employees	Direct Deposits Net Pay	10/16/2024	45,648.00
EFTPS - IRS	Federal Payroll Taxes	10/16/2024	18,755.42
Idaho State Tax Commission	State Payroll Taxes	10/16/2024	2,755.00
PERSI	Retirement Payment	10/14/2024	23,978.83
457(b)	Retirement Payment	10/30/2024	1,759.19
CCDC Employees	Direct Deposits Net Pay	10/30/2024	45,814.57
EFTPS - IRS	Federal Payroll Taxes	10/30/2024	18,821.86
Idaho State Tax Commission	State Payroll Taxes	10/30/2024	2,768.00
PERSI	Retirement Payment	10/28/2024	24,053.93
Idaho Dept of Labor	Q3-2024 SUTA Payment	10/3/2024	967.89
		Total Payroll Payments:	276,582.06
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	10/31/2024	3,723,239.36
Total Cash Disbursements:			<u>\$ 3,999,821.42</u>

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

Joey Chen

Finance Director

11/5/2024

Date

John Brunelle

Executive Director

11/7/2024

Date

Report Criteria:

Summary report type printed
Check.Voided = no

Name	Check Amount	Check Issue Date
Abbey Louie LLC	3,000.00	10/30/2024
Total Abbey Louie LLC:	3,000.00	
ABC Stamp Signs & Awards	18.40	10/29/2024
Total ABC Stamp Signs & Awards:	18.40	
Acme Fast Freight	2,534.68	10/30/2024
Total Acme Fast Freight:	2,534.68	
Ada County	35,518.00	10/29/2024
Total Ada County:	35,518.00	
American Cleaning Service LLC	440.00	10/30/2024
Total American Cleaning Service LLC:	440.00	
Barrier Building Inc.	31,825.00	10/31/2024
	145,999.80	10/31/2024
Total Barrier Building Inc.:	177,824.80	
Berkley North Pacific	93,971.00	10/29/2024
Total Berkley North Pacific:	93,971.00	
Blue Cross of Idaho	35,569.06	10/01/2024
Total Blue Cross of Idaho:	35,569.06	
Boise City Dep of Arts & History	36,576.71	10/29/2024
	46,493.45	10/29/2024
Total Boise City Dep of Arts & History:	83,070.16	
Boise City Utility Billing	10.72	10/29/2024
Total Boise City Utility Billing:	10.72	
Boxcast Inc	1,559.76	10/30/2024
	48.35	10/30/2024
Total Boxcast Inc:	1,608.11	
Brandon James Photo LLC	800.00	10/29/2024

Name	Check Amount	Check Issue Date
Total Brandon James Photo LLC:	800.00	
Brending Corrie	37.25	10/16/2024
Total Brending Corrie:	37.25	
Brown Kassi	48.24	10/16/2024
Total Brown Kassi:	48.24	
Capitol Landscape Inc.	990.00	10/30/2024
Total Capitol Landscape Inc.:	990.00	
Car Park	168,968.31	10/31/2024
	152,251.15	10/31/2024
	2,830.00	10/31/2024
Total Car Park:	324,049.46	
Caselle Inc.	778.00	10/01/2024
Total Caselle Inc.:	778.00	
City of Boise	612.32	10/29/2024
	593.18	10/29/2024
	3,716.06	10/29/2024
Total City of Boise:	4,921.56	
Civil Survey Consultants Inc	1,690.00	10/30/2024
Total Civil Survey Consultants Inc:	1,690.00	
Community Planning Assoc	2,525.00	10/30/2024
Total Community Planning Assoc:	2,525.00	
Crane Alarm Service	2,650.63	10/31/2024
	195.00	10/31/2024
	25.00	10/31/2024
	100.00	10/31/2024
	3,444.78	10/31/2024
Total Crane Alarm Service:	6,415.41	
CSHQA	4,593.00	10/31/2024
	42,966.00	10/31/2024
Total CSHQA:	47,559.00	
Elam & Burke P.A.	1,524.90	10/31/2024

Name	Check Amount	Check Issue Date
	1,272.45	10/31/2024
	12,913.75	10/31/2024
	1,378.00	10/31/2024
Total Elam & Burke P.A.:	17,089.10	
Fimbel Amy	59.63	10/16/2024
Total Fimbel Amy:	59.63	
From Boise LLC	2,500.00	10/29/2024
Total From Boise LLC:	2,500.00	
GGLO LLC	6,961.00	10/31/2024
Total GGLO LLC:	6,961.00	
Guho Corp.	711,119.85	10/31/2024
	12,686.16	10/31/2024
	815,028.26	10/31/2024
	39,552.50	10/31/2024
	13,806.60	10/31/2024
	452,978.79	10/31/2024
Total Guho Corp.:	2,045,172.16	
Hawkins Companies LLC	18,889.93	10/29/2024
Total Hawkins Companies LLC:	18,889.93	
Hummel Architects PLLC	1,325.00	10/31/2024
	1,000.00	10/31/2024
	2,800.00	10/31/2024
Total Hummel Architects PLLC:	5,125.00	
Idaho Power	5.80	10/18/2024
Total Idaho Power:	5.80	
Idaho Press	82.00	10/29/2024
Total Idaho Press:	82.00	
Idaho Records Management LLC	45.00	10/30/2024
Total Idaho Records Management LLC:	45.00	
Idaho STEM Action Center	5,000.00	10/29/2024
Total Idaho STEM Action Center:	5,000.00	

Name	Check Amount	Check Issue Date
Jacobs Engineering Group Inc	1,265.26	10/31/2024
	18,469.70	10/31/2024
Total Jacobs Engineering Group Inc:	19,734.96	
Jed Split Creative	1,778.47	10/29/2024
Total Jed Split Creative:	1,778.47	
Jensen Belts Associates	14,395.38	10/31/2024
	35,288.38	10/31/2024
	32,733.05	10/31/2024
Total Jensen Belts Associates:	82,416.81	
Kimley-Horn and Associates Inc	8,145.73	10/31/2024
	2,322.20	10/31/2024
Total Kimley-Horn and Associates Inc:	10,467.93	
LaRiviere Inc	25,913.52	10/31/2024
Total LaRiviere Inc:	25,913.52	
Lunation Communications LLC	3,687.50	10/30/2024
Total Lunation Communications LLC:	3,687.50	
McAlvain Construction Inc.	12,840.00	10/31/2024
Total McAlvain Construction Inc.:	12,840.00	
Monjar Alexandra	38.06	10/16/2024
Total Monjar Alexandra:	38.06	
Pape Megan	42.88	10/16/2024
Total Pape Megan:	42.88	
Pro Care Landscape Management	65.00	10/31/2024
	12,230.00	10/31/2024
	599.00	10/31/2024
	65.00	10/31/2024
	65.00	10/31/2024
	1,015.00	10/31/2024
Total Pro Care Landscape Management:	14,039.00	
QRS Consulting LLC	1,173.00	10/29/2024
	2,100.00	10/29/2024

Name	Check Amount	Check Issue Date
Total QRS Consulting LLC:	3,273.00	
Redevelopment Association of Idaho	4,600.00	10/29/2024
Total Redevelopment Association of Idaho:	4,600.00	
Rehn & Associates COBRA	150.00	10/29/2024
Total Rehn & Associates COBRA:	150.00	
Rim View LLC	16,664.09	10/01/2024
Total Rim View LLC:	16,664.09	
SafeGuard Business Systems	338.39	10/29/2024
Total SafeGuard Business Systems:	338.39	
Sawtooth Caulking Inc.	46,884.00	10/31/2024
Total Sawtooth Caulking Inc.:	46,884.00	
Scheidt & Bachmann USA Inc.	2,480.55	10/30/2024
Total Scheidt & Bachmann USA Inc.:	2,480.55	
Security LLC - Plaza 121	14,859.33	10/01/2024
	459.53	10/29/2024
Total Security LLC - Plaza 121:	15,318.86	
St Luke's Health System LTD	176,155.00	10/29/2024
Total St Luke's Health System LTD:	176,155.00	
Stability Networks Inc.	713.75	10/30/2024
	1,821.98	10/30/2024
	526.14	10/30/2024
Total Stability Networks Inc.:	3,061.87	
State Insurance Fund	846.00	10/29/2024
Total State Insurance Fund:	846.00	
Sunnyridge Construction LLC	21,249.27	10/29/2024
Total Sunnyridge Construction LLC:	21,249.27	
Syringa Networks LLC	655.29	10/30/2024

Name	Check Amount	Check Issue Date
Total Syringa Networks LLC:	655.29	
Terracon Consultants Inc	516.38	10/30/2024
Total Terracon Consultants Inc:	516.38	
The Land Group Inc.	4,461.50	10/31/2024
	473.50	10/31/2024
	5,617.50	10/31/2024
Total The Land Group Inc.:	10,552.50	
The Potting Shed	65.00	10/29/2024
Total The Potting Shed:	65.00	
Treasure Valley Coffee Inc	120.95	10/30/2024
Total Treasure Valley Coffee Inc:	120.95	
United Heritage	1,826.44	10/01/2024
Total United Heritage:	1,826.44	
US Bank - Credit Cards	8,392.52	10/08/2024
Total US Bank - Credit Cards:	8,392.52	
USI Insurance Services NW	35,920.00	10/31/2024
	4,208.00	10/31/2024
	61,863.00	10/31/2024
	19,242.00	10/31/2024
	21,931.00	10/31/2024
Total USI Insurance Services NW:	143,164.00	
Veolia (Suez Water Idaho)	122.80	10/04/2024
Total Veolia (Suez Water Idaho):	122.80	
Veritas Material Consulting	1,380.00	10/30/2024
Total Veritas Material Consulting:	1,380.00	
Western States Equipment	309.23	10/29/2024
Total Western States Equipment:	309.23	
Woodruff Douglas	35.78	10/16/2024
Total Woodruff Douglas:	35.78	

Name	Check Amount	Check Issue Date
Xerox Corporation	361.97	10/30/2024
Total Xerox Corporation:	361.97	
YMCA	169,447.87	10/22/2024
Total YMCA:	169,447.87	
Grand Totals:	<u>3,723,239.36</u>	

Report Criteria:
Summary report type printed
Check.Voided = no

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Board Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
October 25, 2024

I. CALL TO ORDER:

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

Roll Call attendance taken:

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

Absent: Commissioner Alexis Townsend.

Agency staff members present: John Brunelle, Executive Director; Joey Chen, Finance & Administration Director; Lana Graybeal, Director of External Affairs; Doug Woodruff, Development Director; Alexandra Monjar, Senior Project Manager – Property Development; Zach Piepmeyer, Parking & Mobility Director; Kathy Wanner, Contracts Manager; Megan Pape, Project Manager – Capital Improvements; Toby Norton, Project Manager – Capital Improvements; Corrie Brending, Project Manager – Property Development; Mary Watson, General Counsel; and Agency legal counsel, Meghan Sullivan Conrad.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

Chair Haney Keith noted the Amended Agenda was posted prior to the start of the meeting.

Commissioner McLean made a motion to amend the agenda to approve the changes in the posted Amended Agenda pursuant to Idaho Code Section 74-204(4)(b).

Commissioner Alexander seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

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

Commissioner Hurd made a motion to approve the Consent Agenda.

Commissioner Cooper seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

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, Project Manager – Capital Improvements, gave a report.

Commissioner Perez moved 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.

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

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, Project Manager – Capital Improvements, gave a report.

Commissioner Alexander moved to adopt Resolution 1896 approving and authorizing the execution of the Type 4 Participation 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, Front St. to Jefferson St.

Commissioner Hurd seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

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, Project Manager – Property Development, gave a report.

Commissioner Cooper moved to direct staff to negotiate a final Type 4 Participation Agreement with EastPort Logistics Owner LLC for future board approval.

Commissioner Perez seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

V. ACTION ITEM: EXECUTIVE SESSION

A motion was made by Commissioner Haney Keith that the CCDC Board convene in Executive Session at 12:27 p.m. pursuant to Idaho Code section 74-206(1) (d) and (f) 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 Perez seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

Discussion on 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 12:27 p.m. to 1:07 p.m.

A motion was made by Commissioner McLean to adjourn the Executive Session at 1:07 p.m. and to return to the public meeting.

Commissioner Perez seconded the motion.

Roll Call:

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

The motion carried 7 - 0.

The Board of Commissioners moved back into the public meeting.

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 Perez seconded the motion. Motion carried.

The meeting was adjourned at 1:10p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 12TH DAY OF NOVEMBER 2024.

Latonia Haney Keith, Chair

Lauren McLean, Secretary



V.
ACTION
ITEMS



AGENDA BILL

Agenda Subject: CONSIDER Resolution 1901: Block 68 South Mixed-Use Housing & Mobility Hub Development. Mutual Termination and Release with Block 68 South Development LLC		Date: November 12, 2024
Staff Contact: Alexandra Monjar, Senior Project Manager	Attachments: 1) Resolution 1901 2) Block 68 South Mutual Termination and Release	
Action: Adopt Resolution 1901 authorizing the Executive Director to execute the Mutual Termination and Release with Block 68 South Development LLC and authorizing the Executive Director to execute all associated documents as required to implement the Mutual Termination and Release.		

Background:

In May 2021, Capital City Development Corp. (CCDC) published the Block 68 Catalytic Redevelopment Project Request for Proposals (RFP) for two properties: 421 N. 10th St. and 1010 W. Jefferson St. In December 2021, the CCDC Board of Commissioners (Board) selected a joint proposal from Edlen & Co., deChase Miksis, Elton Companies, and The Young Men’s Christian Association of Boise City, Idaho (YMCA). The proposal included two projects with CCDC participation. CCDC and Developer executed two Disposition and Development Agreements (DDAs): the Block 68 South Mixed-Use Housing & Mobility Hub Project DDA, dated December 15, 2022, for disposition of 1010 W. Jefferson St. to Block 68 South Development LLC, and the Block 69 North Workforce Housing Project DDA, dated October 10, 2022, for disposition of 1111 W. State St. (to be acquired through a land exchange of 421 N. 10th St. with the YMCA) to Block 69 North Development LLC.. Collectively, Block 68 South Development LLC and Block 69 North Development LLC are referred to as “Developer.”

Citing rising interest rates, tighter lending markets, and increased construction costs, the Developer requested revised assistance terms in letters dated April 18, 2023, and August 8, 2023. Following Board direction, CCDC and Developer executed a Memorandum of Understanding (MOU) on August 30, 2023. The MOU guided implementation of the Board’s response to Developer’s requests and directed negotiations to amend the DDAs. CCDC and Developer executed Amended and Restated DDAs for both projects on December 11, 2023.

In accordance with the MOU and Amended and Restated Block 68 South DDA, the Developer advanced design and on April 30, 2024, as supplemented on May 1, 2024, submitted preliminary evidence of financing to CCDC. CCDC’s Executive Director approved the preliminary evidence of financing which included reservation agreements with the YMCA and St. Luke’s Regional Medical Center, Ltd. (“St. Luke’s”). However, on July 30, 2024, Developer notified CCDC that the Mixed-Use Housing & Mobility Hub Project is economically infeasible, specifically, the senior housing component of the project, and requested CCDC consider amendments to both DDAs: for the Block 68 South project to consider a revised development

program, and for Block 69 North to accommodate the proposed financing and ownership structure.

After receiving a 60-day extension to the DDAs through October 14, 2024, Developer further advised CCDC on September 12, 2024, that the Workforce Housing Project is also infeasible and could not be completed before the Westside Urban Renewal Plan and Project Area closes. Without the housing components, the projects no longer meet the RFP goals, intentions of the joint proposal, or terms of the DDAs. CCDC and Developer agreed to negotiate mutual terminations.

Mutual Termination and Release:

The Block 68 South Mutual Termination and Release terminates any further rights against or liability to the other under the DDA as of October 15, 2024, and further specifies:

- CCDC will not seek or claim ownership of drawings, studies, or other project materials or information prepared by Developer.
- CCDC will retain the \$22,500 deposit from Developer.
- CCDC maintains discretion over future disposition or development of 1010 W. Jefferson St., and Developer may respond to any future public requests for proposals or qualifications.
- Waiver of claims and release of liability.
- Developer will:
 - o Assist, at no cost to itself, in removing entitlements or encumbrances on 1010 W. Jefferson St.
 - o Indemnify, defend and hold harmless CCDC against claims arising out of or by actions or omissions of Developer or its affiliates by third parties contracted by Developer or its affiliates related to the project and the DDA.
 - o Assign St. Luke's and YMCA reservation agreements related to the use of the ground floor of the Mobility Hub to CCDC (subject to their consent to assignment).

As part of the termination and unwinding the project, the assignment of the reservation agreements provides support for CCDC to include the St. Luke's medical facility and YMCA childcare center uses in a future development on 1010 W. Jefferson St., should the Board choose to move forward in that direction.

Fiscal Notes:

CCDC and Developer will bear their own costs and attorney fees. Funds currently programmed and budgeted for the Block 68 South Mixed-Use Housing & Mobility Hub Project will be available for reprogramming. These include \$11 million ParkBOI funds and \$2.25 million Westside District funds.

Staff Recommendation:

Staff recommend the Agency Board adopt Resolution 1901.

Suggested Motion:

Adopt Resolution 1901 authorizing the Executive Director to execute the Block 68 South Mutual Termination and Release with Block 68 South Development LLC and authorizing the Executive Director to execute all associated documents as required to implement the Mutual Termination and Release.

RESOLUTION NO. 1901

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 MUTUAL TERMINATION AND RELEASE BY AND BETWEEN, THE AGENCY AND BLOCK 68 SOUTH DEVELOPMENT LLC OF THE AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE BLOCK 68 SOUTH MIXED-USE HOUSING & MOBILITY HUB PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID MUTUAL TERMINATION AND RELEASE; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE MUTUAL TERMINATION AND RELEASE AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE MUTUAL TERMINATION AND RELEASE SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE OF THIS RESOLUTION.

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 and supplemented, 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").

General Background

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, Westside Downtown Urban Renewal Project (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 for the jurisdictional area of the Westside Plan Revenue Allocation Area; 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 (the "First Amendment"), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the "Project Area;" and,

WHEREAS, in order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area boundaries; and,

WHEREAS, Agency acquired certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the "Agency Parcels"); and

WHEREAS, for purposes of the Mutual Termination and Release (Block 68 South) (the “Agreement”), the term “Block 69 North” means the half block bounded by State Street on the north, the alleyway between State Street and Jefferson Street on the south, 11th Street on the east, and 12th Street on the west, Boise, Idaho. For purposes of this Agreement, the term “Block 68 South” means the half block bounded by Jefferson Street on the south, the alleyway between Jefferson Street and State Street on the north, 10th Street on the east, and 11th Street on the west, Boise, Idaho; and

Catalytic Proposal

WHEREAS, in accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (“RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Westside Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity; and

WHEREAS, following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and The Young Men’s Christian Association of Boise City, Idaho (the “YMCA”), first (the “Joint Proposal”); and

WHEREAS, at a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal; and

WHEREAS, the Joint Proposal contemplated development beyond the Agency Parcels on adjacent or proximate parcels and sought to develop certain real property referred to as Block 69 North formerly addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which combined include approximately 0.831 acres and which parcels were then owned by the YMCA (the “YMCA Parcels”); and

WHEREAS, the Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the workforce housing development project on Block 69 North (the “Workforce Housing Project”) as more fully described in the Original Block 69 North DDA (defined below) and Amended and Restated Block 69 North DDA (defined below) (the “Land Exchange”). Agency and YMCA closed on the Land Exchange on September 30, 2024; AND

WHEREAS, the Joint Proposal also contemplated disposition of 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (the “Original Block 68 South DDA Parcel”) to develop a mixed-use housing and mobility hub project (the “Mixed-Use Housing & Mobility Hub Project”) with the opportunity to expand the scope of the Mixed-Use Housing & Mobility Hub Project through the acquisition of the state of Idaho-owned parcel located adjacent to the Original Block 68 South DDA Parcel on Block 68; and

WHEREAS, the Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the “ANE”) outlining the process for disposing of the Agency Parcels

described above. Later the Agency and Block 68 North Development LLC (a successor entity to Block 68 Development LLC) approved an amendment to the ANE. Thereafter separate entities were formed to commence development contemplated in the Joint Proposal, specifically Block 69 North Development LLC (the “Block 69 North Developer”) and the Block 68 South Developer; and

The Block 68 South and the Block 69 North Disposition and Development Agreements

WHEREAS, the Agency and the Block 69 North Developer entered into the original Disposition and Development Agreement dated October 10, 2022 (the “Original Block 69 North DDA”), pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Land Exchange for the development of the Workforce Housing Project on Block 69 North as more fully described in the Original Block 69 North DDA; and

WHEREAS, the Agency and the Block 68 South Developer entered into the original Block 68 South Mixed-Use Housing & Mobility Hub Project Disposition and Development Agreement dated December 15, 2022 (the “Original Block 68 South DDA”), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Agency owned parcel commonly referred to as 1010 W. Jefferson Street for the development of the Block 68 South Mixed-Use Housing & Mobility Hub Project on Block 68 South as more fully described in the Original Block 68 South DDA; and

WHEREAS, as contemplated in the Joint Proposal and the Original Block 68 South DDA, the Block 68 South Developer acquired the property adjacent to the Original Block 68 South DDA Parcel and commonly addressed as 1010 West Jefferson Street, Boise, Idaho (the “Paved Parking Lot”) from the State of Idaho on March 6, 2023, for the purchase price of \$1,700,000 following submission of the highest bid to the state of Idaho; and

WHEREAS, the Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project may be collectively referred to as the “Projects”; and

WHEREAS, the Agency, Block 68 South Developer, and Block 69 North Developer continued to work together in good faith to perform under the terms of the Original Block 68 South DDA and Original Block 69 North DDA. Because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting and increasing interest rates, investor requirements, as well as the high cost of construction, supply chain issues, and labor shortages, the Block 68 South Developer and Block 69 North Developer requested revised terms of Agency participation in the Projects as set forth in the letters to Agency dated April 28, 2023, and August 8, 2023; and

WHEREAS, the Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered staff recommendations and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Block 68 South Developer and Block 69 North Developer’s requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the Original Block 68 South DDA and Original Block 69 North DDA, for future Board approval, and to direct negotiation of amendments to the Original Block 68 South DDA and Original Block 69 North DDA, for future Board approval; and

WHEREAS, based on the Block 68 South Developer’s and Block 69 North Developer’s requests and the Agency’s response, the Agency and the Block 68 South Developer and Block

69 North Developer determined the Original Block 68 South DDA and Original Block 69 North DDA should be substantially amended to incorporate the revised terms. In order to expedite the continued progress under the Original Block 68 South DDA and Original Block 69 North DDA, the Agency and the Block 68 South Developer and Block 69 North Developer entered into a Memorandum of Understanding (the "MOU"), dated August 30, 2023, to guide the Agency and the Block 68 South Developer and Block 69 North Developer in the negotiation of those certain amendments to the Original Block 68 South DDA and Original Block 69 North DDA and to memorialize the understanding the Agency and the Block 68 South Developer and Block 69 North Developer reached concerning the performance under the Original Block 68 South DDA and Original Block 69 North DDA; and

WHEREAS, pursuant to the MOU, and in furtherance of the Agency's continued support for funding public parking in the Mobility Hub (as defined in the Original Block 68 South DDA), the Agency acquired the Paved Parking Lot from Block 68 South Developer on November 1, 2023, for the purchase price of \$1,700,000. This allowed Agency to negotiate the purchase of 205 parking stalls and BikeBOI facility in the Mobility Hub (as defined in the Amended and Restated Block 68 South DDA (defined below)) for \$11 million dollars; and

WHEREAS, the Original Block 68 South DDA Parcel together with the Paved Parking Lot (the "Property") were to be conveyed to the Block 68 South Developer pursuant to the Amended and Restated Block 68 South Mixed-Use Housing & Mobility Hub Project DDA entered into by the Agency and Block 68 South Developer on December 11, 2023 (the "Amended and Restated Block 68 South DDA"). The Property was successfully consolidated and is now addressed as 1010 W. State Street, Boise, Idaho 83702; and

WHEREAS, the Amended and Restated Block 68 South DDA is premised upon the disposition of the Property to Block 68 South Developer, and, thus, complies with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011; and

Disposition and Development Agreement Compliance and Additional Request for Amendments

WHEREAS, since the approval of the Amended and Restated Block 68 South DDA, the Parties have negotiated in good faith by regular and continuing exchange of information and several work sessions involving representatives from both Block 68 South Developer and Block 69 North Developer, counsel for both Block 68 South Developer and Block 69 North Developer, Agency staff, and Agency counsel; and

WHEREAS, in addition, Agency staff has received input and comment from the Agency Project Review Committee ("PRC") established by the Agency Board on May 8, 2023, for the purpose of providing Agency staff and counsel with additional analysis and fact-finding concerning performance under the Amended and Restated Block 68 South DDA; and

WHEREAS, in accordance with the Amended and Restated Block 68 South DDA, the Block 68 South Developer previously provided a design package for the Project which included the Mobility Hub, active ground floor retail, and a several story senior housing development atop the proposed Mobility Hub. The design would have resulted in a condominium project including the Agency, the YMCA, St. Luke's Regional Medical Center, Ltd., an Idaho non-profit corporation ("St. Luke's"), and the Block 68 South Developer as condominium unit owners or occupiers of parking condominium units within the Mobility Hub and/or commercial condominium units; and

WHEREAS, the Block 68 South Developer had previously completed reservation agreements with St. Luke's and the YMCA for the purchase of the parking condominium units within the Mobility Hub; and

WHEREAS, the Block 68 South Developer has also completed letters of intent or equivalent for certain ground floor space within the Mobility Hub to be leased or sold to the YMCA for childcare facilities and to St. Luke's for a health clinic from Block 68 South Developer as the owner of the first floor condominium units; and

WHEREAS, on July 30, 2024, Block 68 South Developer sent a letter to Agency advising that the Mixed-Use Housing & Mobility Hub Project contemplated under the Amended and Restated Block 68 South DDA was not economically feasible, specifically, the senior housing component of the Project could not be delivered, requesting, in part, amendments to the Amended and Restated Block 68 South DDA to revise the proposed design to remove the senior housing development and update the schedule of performance, as further defined in the letter; and

WHEREAS, on August 8, 2024, Block 68 South Developer's counsel sent a letter to Agency Executive Director invoking several sections of the Amended and Restated Block 68 South DDA, asserting the right to a sixty-day extension under the Schedule of Performance for the Parties to continue "their collaborative work for successful projects for [Block 68 South and Block 69 North]"; and

WHEREAS, Agency counsel sent a letter to Block 68 South Developer's counsel dated August 15, 2024, thereby advising the Block 68 South Developer that the Agency, through its Executive Director, had accepted the sixty-day extension, which was deemed to commence at the time of the Outside Closing Date, August 15, 2024, through October 14, 2024, and to continue in additional discussions with the Block 68 South Developer to work towards a mutually acceptable resolution in light of current circumstances; and

WHEREAS, since August 15, 2024, the Parties have continued their collective effort to resolve ongoing issues concerning the development of the Mixed-Use Housing & Mobility Hub Project under the Amended and Restated Block 68 South DDA; and

Current Status

WHEREAS, due to general development market conditions, tight financing markets, the high cost of construction, high interest rates, and the inability to find a public entity partner to assist in the financing and development of the Workforce Housing Project, on or about September 12, 2024, Block 69 North Developer advised Agency the Workforce Housing Project is not economically feasible under the Amended and Restated Block 69 North DDA and that the Workforce Housing Project cannot be constructed prior to close out of the Westside Urban Renewal Plan and Project Area. The Parties agreed to negotiate the terms of a mutual release and termination of the Amended and Restated Block 69 North DDA. The Block 68 South Developer also reported on that same date that the senior housing development under the Amended and Restated Block 68 South DDA remained infeasible; and

WHEREAS, without the Workforce Housing Project or senior housing development included in the Mixed-Use Housing & Mobility Hub Project, the Project does not meet the goals/objectives of the RFP, the intentions of the Joint Proposal, or Original or Amended and Restated DDAs; and

WHEREAS, a public parking garage on the Property with active ground floor uses to catalyze additional development in the area warrants continued examination and discussion. The planned new YMCA facility, partly spurred by the Agency's planned investment in public parking under the RFP, demonstrates this potential need; and

WHEREAS, because of the circumstances stated herein, the design of the parking garage including parking stall counts, circulation, ground floor design, and the ownership, operation and management of the parking garage will need to substantially be revised and modified; and

WHEREAS, as such, the Parties have negotiated a Mutual Termination and Release (the "**Agreement**") to terminate the Block 68 South DDA, as amended, and to provide a mutual release as set forth in the Agreement; and

WHEREAS, Agency staff recommends approval of the Agreement by the Agency Board of Commissioners; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Agency Executive Director to execute the Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2. That the Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved recognizing any technical changes or corrections which may be required prior to execution of the Agreement.

Section 3. That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel and that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the November 12, 2024, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on November 12, 2024.
Signed by the Chair and attested by the Secretary on November 12, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Latonia Haney Keith, Chair

By: _____
Lauren McLean, Secretary

4879-5739-3387, v. 1

MUTUAL TERMINATION AND RELEASE
(Block 68 South)

THIS MUTUAL TERMINATION AND RELEASE (“Agreement”) is entered into by and between The Urban Renewal Agency of Boise City, Idaho, aka the Capital City Development Corporation, an independent public body corporate and politic (the “Agency”), organized and authorized to conduct business pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, (the “Act”), and Block 68 South Development LLC, an Idaho limited liability company (the “Block 68 South Developer”). Agency and Block 68 South Developer are referred to in this Agreement collectively as the “Parties,” with each individual party referred to as “Party.” All capitalized terms not otherwise defined herein shall have those meanings set forth in the Amended and Restated Disposition and Development Agreement (defined below), by and between the Agency and the Block 68 South Developer. This Agreement shall be deemed effective as of the date last signed by the Parties except as described in Section 1 of this Agreement.

RECITALS

General Background

A. 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, Westside Downtown Urban Renewal Project (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 for the jurisdictional area of the Westside Plan Revenue Allocation Area.

B. The City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the “First Amendment”), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the “Project Area.” The Project Area will terminate on September 30, 2026, along with the Westside Plan, as amended.

C. In order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area boundaries.

D. Agency acquired certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the “Agency Parcels”).

E. For purposes of this Agreement, the term “Block 69 North” means the half block bounded by State Street on the north, the alleyway between State Street and Jefferson Street on the south, 11th Street on the east, and 12th Street on the west, Boise, Idaho. For purposes of this

Agreement, the term “Block 68 South” means the half block bounded by Jefferson Street on the south, the alleyway between Jefferson Street and State Street on the north, 10th Street on the east, and 11th Street on the west, Boise, Idaho.

Catalytic Proposal

F. In accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (“RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Westside Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity.

G. Following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and The Young Men’s Christian Association of Boise City, Idaho (the “YMCA”), first (the “Joint Proposal”).

H. At a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal.

I. The Joint Proposal contemplated development beyond the Agency Parcels on adjacent or proximate parcels and sought to develop certain real property referred to as Block 69 North formerly addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which combined include approximately 0.831 acres and which parcels were then owned by the YMCA (the “YMCA Parcels”¹).

J. The Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the workforce housing development project on Block 69 North (the “Workforce Housing Project”) as more fully described in the Original Block 69 North DDA (defined below) and Amended and Restated Block 69 North DDA (defined below) (the “Land Exchange”). Agency and YMCA closed on the Land Exchange on September 30, 2024.

K. The Joint Proposal also contemplated disposition of 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (the “Original Block 68 South DDA Parcel”) to develop a mixed-use housing and mobility hub project (the “Mixed-Use Housing & Mobility Hub Project”) with the opportunity to expand the scope of the Mixed-Use Housing & Mobility Hub

¹ The YMCA Parcels were successfully consolidated and are now addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004652).

Project through the acquisition of the state of Idaho-owned parcel located adjacent to the Original Block 68 South DDA Parcel on Block 68.

L. The Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the “ANE”) outlining the process for disposing of the Agency Parcels described above. Later the Agency and Block 68 North Development LLC (a successor entity to Block 68 Development LLC) approved an amendment to the ANE. Thereafter separate entities were formed to commence development contemplated in the Joint Proposal, specifically Block 69 North Development LLC (the “Block 69 North Developer”) and the Block 68 South Developer.

The Block 68 South and the Block 69 North Disposition and Development Agreements

M. The Agency and the Block 69 North Developer entered into the original Disposition and Development Agreement dated October 10, 2022 (the “Original Block 69 North DDA”), pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Land Exchange for the development of the Workforce Housing Project on Block 69 North as more fully described in the Original Block 69 North DDA.

N. The Agency and the Block 68 South Developer entered into the original Block 68 South Mixed-Use Housing & Mobility Hub Project Disposition and Development Agreement dated December 15, 2022 (the “Original Block 68 South DDA”), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Agency owned parcel commonly referred to as 1010 W. Jefferson Street for the development of the Block 68 South Mixed-Use Housing & Mobility Hub Project on Block 68 South as more fully described in the Original Block 68 South DDA.

O. As contemplated in the Joint Proposal and the Original Block 68 South DDA, the Block 68 South Developer acquired the property adjacent to the Original Block 68 South DDA Parcel and commonly addressed as 1010 West Jefferson Street, Boise, Idaho (the “Paved Parking Lot”) from the State of Idaho on March 6, 2023, for the purchase price of \$1,700,000 following submission of the highest bid to the state of Idaho.

P. The Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project may be collectively referred to as the “Projects.”

Q. The Agency, Block 68 South Developer, and Block 69 North Developer continued to work together in good faith to perform under the terms of the Original Block 68 South DDA and Original Block 69 North DDA. Because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting and increasing interest rates, investor requirements, as well as the high cost of construction, supply chain issues, and labor shortages, the Block 68 South Developer and Block 69 North Developer requested revised terms of Agency participation in the Projects as set forth in the letters to Agency dated April 28, 2023, and August 8, 2023.

R. The Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered staff recommendations and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Block 68 South Developer and Block 69 North Developer's requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the Original Block 68 South DDA and Original Block 69 North DDA, for future Board approval, and to direct negotiation of amendments to the Original Block 68 South DDA and Original Block 69 North DDA, for future Board approval.

S. Based on the Block 68 South Developer's and Block 69 North Developer's requests and the Agency's response, the Agency and the Block 68 South Developer and Block 69 North Developer determined the Original Block 68 South DDA and Original Block 69 North DDA should be substantially amended to incorporate the revised terms. In order to expedite the continued progress under the Original Block 68 South DDA and Original Block 69 North DDA, the Agency and the Block 68 South Developer and Block 69 North Developer entered into a Memorandum of Understanding (the "MOU"), dated August 30, 2023, to guide the Agency and the Block 68 South Developer and Block 69 North Developer in the negotiation of those certain amendments to the Original Block 68 South DDA and Original Block 69 North DDA and to memorialize the understanding the Agency and the Block 68 South Developer and Block 69 North Developer reached concerning the performance under the Original Block 68 South DDA and Original Block 69 North DDA.

T. Pursuant to the MOU, and in furtherance of the Agency's continued support for funding public parking in the Mobility Hub (as defined in the Original Block 68 South DDA), the Agency acquired the Paved Parking Lot from Block 68 South Developer on November 1, 2023, for the purchase price of \$1,700,000. This allowed Agency to negotiate the purchase of 205 parking stalls and BikeBOI facility in the Mobility Hub (as defined in the Amended and Restated Block 68 South DDA (defined below)) for \$11 million dollars.

U. The Original Block 68 South DDA Parcel together with the Paved Parking Lot (the "Property") were to be conveyed to the Block 68 South Developer pursuant to the Amended and Restated Block 68 South Mixed-Use Housing & Mobility Hub Project DDA entered into by the Agency and Block 68 South Developer on December 11, 2023 (the "Amended and Restated Block 68 South DDA"). The Property was successfully consolidated and is now addressed as 1010 W. State Street, Boise, Idaho 83702.

V. The Amended and Restated Block 68 South DDA is premised upon the disposition of the Property to Block 68 South Developer, and, thus, complies with the required notice provisions concerning the disposition of property by Agency as set forth in Idaho Code Section 50-2011.

Disposition and Development Agreement Compliance and Additional Request for Amendments

W. Since the approval of the Amended and Restated Block 68 South DDA, the Parties have negotiated in good faith by regular and continuing exchange of information and several work sessions involving representatives from both Block 68 South Developer and Block 69 North Developer, counsel for both Block 68 South Developer and Block 69 North Developer, Agency staff, and Agency counsel.

X. In addition, Agency staff has received input and comment from the Agency Project Review Committee (“PRC”) established by the Agency Board on May 8, 2023, for the purpose of providing Agency staff and counsel with additional analysis and fact-finding concerning performance under the Amended and Restated Block 68 South DDA.

Y. In accordance with the Amended and Restated Block 68 South DDA, the Block 68 South Developer previously provided a design package for the Project which included the Mobility Hub, active ground floor retail, and a several story senior housing development atop the proposed Mobility Hub. The design would have resulted in a condominium project including the Agency, the YMCA, St. Luke’s Regional Medical Center, Ltd., an Idaho non-profit corporation (“St. Luke’s”), and the Block 68 South Developer as condominium unit owners or occupiers of parking condominium units within the Mobility Hub and/or commercial condominium units.

Z. The Block 68 South Developer had previously completed reservation agreements with St. Luke’s and the YMCA for the purchase of the parking condominium units within the Mobility Hub.

AA. The Block 68 South Developer has also completed letters of intent or equivalent for certain ground floor space within the Mobility Hub to be leased or sold to the YMCA for childcare facilities and to St. Luke’s for a health clinic from Block 68 South Developer as the owner of the first floor condominium units.

BB. On July 30, 2024, Block 68 South Developer sent a letter to Agency advising that the Mixed-Use Housing & Mobility Hub Project contemplated under the Amended and Restated Block 68 South DDA was not economically feasible, specifically, the senior housing component of the Project could not be delivered, requesting, in part, amendments to the Amended and Restated Block 68 South DDA to revise the proposed design to remove the senior housing development and update the schedule of performance, as further defined in the letter.

CC. On August 8, 2024, Block 68 South Developer’s counsel sent a letter to Agency Executive Director invoking several sections of the Amended and Restated Block 68 South DDA, asserting the right to a sixty-day extension under the Schedule of Performance for the Parties to continue “their collaborative work for successful projects for [Block 68 South and Block 69 North].”

DD. Agency counsel sent a letter to Block 68 South Developer’s counsel dated August 15, 2024, thereby advising the Block 68 South Developer that the Agency, through its Executive Director, had accepted the sixty-day extension, which was deemed to commence at the time of

the Outside Closing Date, August 15, 2024, through October 14, 2024, and to continue in additional discussions with the Block 68 South Developer to work towards a mutually acceptable resolution in light of current circumstances.

EE. Since August 15, 2024, the Parties have continued their collective effort to resolve ongoing issues concerning the development of the Mixed-Use Housing & Mobility Hub Project under the Amended and Restated Block 68 South DDA.

Current Status

FF. Due to general development market conditions, tight financing markets, the high cost of construction, high interest rates, and the inability to find a public entity partner to assist in the financing and development of the Workforce Housing Project, on or about September 12, 2024, Block 69 North Developer advised Agency the Workforce Housing Project is not economically feasible under the Amended and Restated Block 69 North DDA and that the Workforce Housing Project cannot be constructed prior to close out of the Westside Urban Renewal Plan and Project Area. The Parties agreed to negotiate the terms of a mutual release and termination of the Amended and Restated Block 69 North DDA. The Block 68 South Developer also reported on that same date that the senior housing development under the Amended and Restated Block 68 South DDA remained infeasible.

GG. Without the Workforce Housing Project or senior housing development included in the Mixed-Use Housing & Mobility Hub Project, the Project does not meet the goals/objectives of the RFP, the intentions of the Joint Proposal, or Original or Amended and Restated DDAs.

HH. A public parking garage on the Property with active ground floor uses to catalyze additional development in the area warrants continued examination and discussion. The planned new YMCA facility, partly spurred by the Agency's planned investment in public parking under the RFP, demonstrates this potential need.

II. Because of the circumstances stated herein, the design of the parking garage including parking stall counts, circulation, ground floor design, and the ownership, operation and management of the parking garage will need to substantially be revised and modified.

JJ. As such, the Parties are entering into this Agreement to terminate the Amended and Restated Block 68 South DDA, and any development interest in the Property, and to provide for a mutual release as set forth herein. These recitals are evidence of years of collaboration between the Parties as significant accomplishments in pursuit of the catalytic development vision of the Parties.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the Parties agree the foregoing recitals are not mere recitations but are

covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

1. Mutual Termination. The Amended and Restated Block 68 South DDA is mutually terminated and of no further force or effect as of October 15, 2024 (the "Termination Date"). The Parties shall not have any further rights against or liability to the other under the Amended and Restated Block 68 South DDA. The Agency will not seek the purchase of or claim any ownership interest in the Mixed-Use Housing & Mobility Hub Project drawings, studies, materials or information prepared by or for Block 68 South Developer.

2. Deposit. The Twenty-two Thousand, Five Hundred Dollar (\$22,500) deposit (the "Deposit") previously deposited by the Block 68 South Developer under the ANE and transferred and assigned to the Amended and Restated Block 68 South DDA will be retained by the Agency.

3. Cooperation. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, as well as any actions that may be necessary or appropriate to remove existing entitlements (if such entitlements can be terminated or abandoned without further cost to Block 68 South Developer) or encumbrances created by the Block 68 South Developer on the Property.

4. Waiver. Block 68 South Developer, on behalf of its respective agents, employees, officers, representatives, successors, assigns, affiliates (including any affiliated entities), and subsidiaries, and all other persons that can or may claim by or through Block 68 South Developer, shall, and hereby do, waive and disclaim any and all past, present, and future claims, rights, or interest in the Amended and Restated Block 68 South DDA. This includes, but is not limited to, a waiver and disclaimer of any and all (a) contractual rights under the Amended and Restated Block 68 South DDA, and (b) equitable or legal rights under the Amended and Restated Block 68 South DDA. The Agency, on behalf of its respective agents, employees, officers, commissioners, representatives, successors and assigns, and all other persons that can or may claim by or through the Agency, shall, and hereby do, waive and disclaim any and all past, present, and future claims, rights, or interest in the Amended and Restated Block 68 South DDA. This includes, but is not limited to, a waiver and disclaimer of any and all (a) contractual rights under the Amended and Restated Block 68 South DDA and (b) equitable or legal rights under the Amended and Restated Block 68 South DDA.

5. Revised Development of Property. Under the Amended and Restated Block 68 South DDA, the Mobility Hub was contemplated to include several parking condominium units to accommodate parking for patrons of the new YMCA facility, the YMCA childcare facilities, the St. Luke's health clinic, the residential development, and the general public. The Mobility Hub ground floor was contemplated to include several commercial condominium units to accommodate uses by YMCA, St. Luke's, the residential development, and other occupiers to be determined. With the elimination of the residential development, the Mobility Hub requires a substantial redesign.

Agency acknowledges the activity completed by the Block 68 South Developer including the coordination of potential uses for the ground floor of the Mobility Hub to include space to be occupied by the YMCA for the YMCA childcare facilities and by St. Luke's for a health clinic. In consideration of this Agreement, and in an effort to retain and support the groundwork completed under the Amended and Restated Block 68 South DDA, the Block 68 South Developer agrees to assign the Block 68 South Retail Space Letter of Intent to Lease and the Reservation Agreement (YMCA-Child Development Center) (collectively, the "Reservation Agreements") and the respective letters of interest to the Agency and shall use best effort to, within thirty (30) days of the Effective Date, obtain the consents to the assignment of St. Luke's and the YMCA, respectively. In the event the Block 68 South Developer is unable to obtain the consents within such time period, that inability will not be a default of the Block 68 South Developer under this Agreement or give rise of any claims of the Agency against the Block 68 South Developer for the inability to obtain such consents. Agency shall not assign the Reservation Agreements to a third-party without the consent of the Block 68 South Developer.

6. Future Development of Property. Under Idaho Code Section 50-2011 and the Agency's Participation Policy, Agency retains its discretion and flexibility to dispose of the Property to (1) a private developer, or (2) a public entity in compliance with its statutory requirements under Idaho Code Sections 50-2011 and 50-2015, or (3) retention or disposition of the Property upon termination of the Westside Plan and Project Area.

The Agency hereby agrees that, in the event the Agency decides to seek private development proposals for Block 68 South, provided that Block 68 South Developer meets statutory and proposal criteria, the Agency shall consider the Block 68 South Developer in its selection process and any such selection process will be completed in compliance with the Agency's statutory requirements, and the termination of the Amended and Restated Block 68 South DDA will not be held against the Block 68 South Developer. This provision shall not be construed as a guarantee or endorsement in favor of the Block 68 South Developer.

7. Mutual Release. For and in consideration of the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Agency, Block 68 South Developer, and its related entities, on behalf of themselves, and their past, present and future owners, commissioners, officers, principals, managers, directors, stockholders, members, attorneys, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns, investors, constituent entities, hereby releases the others and their past, present and future owners, commissioners, officers, principals, managers, directors, stockholders, members, attorneys, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns, investors, constituent entities from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens, acts, costs, expenses, sums of money, suits, actions and/or causes of action of any kind or nature whatsoever whether known or unknown, matured or unmatured, suspected or unsuspected, relating to the Mixed-Use Housing & Mobility Hub Project, including but not limited to those related to the Amended and Restated Block 68 South DDA and the ANE, which the Agency, Block 68 South Developer, and its related

entities ever had, now or may have against the other. By virtue of this Agreement, the Amended and Restated Block 68 South DDA and ANE shall be of no further force or effect and are deemed fully and finally terminated as of the Termination Date.

8. Binding Effect. Each Party hereto understands and expressly agrees that this Agreement shall bind and benefit its respective heirs, subsidiaries, members, affiliates, officers, directors, commissioners, members, managers, partners, employees, agents, attorneys, representatives, predecessors, successors, and assigns.

9. Authority. The Parties represent and warrant to each other that the entities and individuals executing this Agreement are authorized and entitled to do so.

10. Review of Agreement by Counsel; Familiarity with Contents and Effect. Each Party hereto expressly declares that it has been supplied with and has read a copy of this Agreement. Each Party hereto further represents to the other that it has been given ample time and opportunity to seek the advice of counsel, consulted with its respective attorneys regarding the meaning of the terms and conditions contained herein, and fully understands the content and effect of this document. Each Party hereto approves and accepts the terms and provisions of this Agreement and agrees to be bound by the same.

11. Entire Agreement; Modification; Severability. This document constitutes the final, complete, and exclusive statement of the terms of the Project Agreements between the parties hereto relating to the rights granted by the Project Agreements and their obligations assumed thereunder. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties, in a writing signed by all the Parties. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

12. Attorney Fees. The Parties stipulate and agree that in any action or proceeding henceforth brought to enforce this Agreement or any of its terms, the prevailing party in that action or proceeding shall be entitled to reasonable attorney fees and costs incurred in connection with that action or proceeding, in addition to any and all other relief to which the prevailing party may be entitled.

13. Release Freely Entered Into. The Parties and, each of them represent and agree that this Agreement, and the mutual release contained herein, has been given voluntarily and free from duress or undue influence on the part of any person released by this Agreement or by any third party.

14. Costs. Each party hereto shall bear its respective costs and attorney fees incurred in connection with this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. Counterparts delivered by facsimile or other electronic means shall have the same effectiveness as ink-signed originals.

16. Choice of Law. This Agreement shall be governed by the laws of the State of Idaho, as it would apply to contracts negotiated, executed, delivered, and performed solely in such jurisdiction, excluding the laws regarding the principles of conflicts of laws, with venue in the courts of the Fourth Judicial District of Idaho.

17. Indemnity. Block 68 South Developer covenants and agrees to indemnify, defend, and hold and save harmless the Agency and its respective commissioners, officers, agents, and employees from any and all liens, subrogation claims, demands, actions, causes of action, suits, or complaints that may be brought by any person, firm, corporation, estate, personal representative, executor, trustee or other entity against the Agency arising, arisen, to arise or which may arise out of or by reason of acts or omissions of Block 68 South Developer or its affiliates by third parties contracted by Block 68 South Developer or its affiliates, with respect to the Mixed-Use Housing & Mobility Hub Project and the Amended and Restated Block 68 South DDA.

Notwithstanding the foregoing, Block 68 South Developer shall have no obligation to indemnify, defend, and hold Agency and its respective commissioners, officers, agents, and employees harmless from and against any matters not related to acts or omissions of Block 68 South Developer or its affiliates, with respect to the Mixed-Use Housing & Mobility Hub Project and the Amended and Restated Block 68 South DDA or the termination of the Amended and Restated Block 68 South DDA.

18. Interpretation; Representation. Each Party hereto acknowledges and agrees that they have had ample time to review this Agreement and seek and obtain legal, tax or other appropriate advice. Accordingly, the words and phrases of this document and any ambiguity therein shall be construed in accordance with their ordinary and plain meaning, and not for or against any party hereto.

19. Enforceability. In the event of any legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of costs and attorney's fees.

20. Recordation. The Parties agree to execute and record in substantial form as attached hereto as Exhibit B the Memorandum of Termination Agreement and Mutual Release and Disclaimer of Interest in Property which will eliminate any continuing effect of the Block 68 South DDA.

Signatures on following page/remainder of page left intentionally blank

EXECUTED EFFECTIVE as of the Effective Date, which is the last date signed by the Parties.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.

EACH OF THE UNDERSIGNED, COLLECTIVELY COMPRISING THE PARTIES HEREIN AS DEFINED ABOVE, HAS READ THE FOREGOING TERMINATION AGREEMENT AND MUTUAL RELEASE AND UNDERSTANDS THE CONTENTS OF IT, HAS REVIEWED THE ENTIRE CONTENTS OF THE FOREGOING WITH THEIR ATTORNEYS, AND, UNDERSTANDING ITS TERMS AND CONDITIONS, AGREES TO ABIDE BY IT.

AGENCY:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic

By: _____
John Brunelle
Executive Director

_____, 2024

BLOCK 68 SOUTH DEVELOPER:

BLOCK 68 SOUTH DEVELOPMENT LLC,
an Idaho limited liability company

By: _____
J. Dean Papé
Manager

_____, 2024

By: _____
Jill Sherman
Manager

_____, 2024

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I:

LOT 1, 2, 3, AND 4 AND THE WEST 33.15 FEET OF LOT 5 IN BLOCK 68, IN BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

PARCEL II:

THE EAST 16.85 FEET OF LOT 5 AND ALL OF LOT 6 IN BLOCK 68, IN BOISE CITY ORIGINAL TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 1, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

EXHIBIT B
MEMORANDUM OF MUTUAL TERMINATION AND RELEASE
(BLOCK 68 SOUTH)

4866-6826-9289, v. 15

After recording, return to:

Capital City Development Corporation
121 N. 9th Street #501
Boise, ID 83702

SPACE RESERVED FOR RECORDER'S USE

**MEMORANDUM OF MUTUAL TERMINATION AND RELEASE
(BLOCK 68 SOUTH)**

This Memorandum of Mutual Termination and Release (the “**Memorandum**”) is entered by and between THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, aka Capital City Development Corporation, an independent public body corporate and politic, organized and operating as an urban renewal agency pursuant to Chapters 20 and 29, Title 50, Idaho Code (the “**Agency**”), and BLOCK 68 SOUTH DEVELOPMENT LLC, an Idaho limited liability company (the “**Block 68 South Developer**”) (collectively, the “**Parties**” and each, individually, a “**Party**”).

1. Agency and Block 68 South Developer have previously entered into a Mutual Termination and Release (the “**Termination Agreement**”), with an effective date of November __, 2024, regarding the termination of the Amended and Restated Disposition and Development Agreement, by and between Agency and the Block 68 South Developer, dated December 15, 2023 (the “**Amended and Restated Block 68 South DDA**”), evidenced by that certain Memorandum of Amended and Restated Disposition and Development Agreement (Block 68 South), recorded in Ada County, Idaho, Real Property Records as Instrument No. 2024-004466 (the “**Memorandum of DDA**”).

2. This Memorandum summarizes the Termination Agreement pursuant to Idaho Code Section 55-818 and incorporates by reference all of the terms and provisions of the Termination Agreement. Nothing in this Memorandum amends or expands any provisions of the Termination Agreement. Capitalized terms not defined herein shall have the meaning ascribed in the Termination Agreement.

3. The Parties each expressly agree that the Amended and Restated Block 68 South DDA is terminated and shall have no further force and effect as of October 15, 2024. The Memorandum of DDA and that certain Memorandum of Disposition and Development Agreement, recorded in Ada County, Idaho Real Property Records as Instrument No. 2022-099354, are both terminated and released, and of no further force and effect.

[end of text]

IN WITNESS WHEREOF, the effective date of this Memorandum shall be the date when this Memorandum has been signed by the Parties (last date signed).

AGENCY:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic

By _____ Date: _____
John Brunelle
Executive Director

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of November, 2024, before me, the undersigned notary public in and for said county and state, personally appeared John Brunelle, known or identified to me to be the Executive Director, of the Capital City Development Corporation, an independent public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that he executed the within instrument on behalf of Agency for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

signatures and notaries continued on next page

DEVELOPER:

BLOCK 68 SOUTH DEVELOPMENT LLC, an
Idaho limited liability company

By: _____
J. Dean Papé, Manager

Date: _____

By _____
Jill Sherman, Manager

Date: _____

notaries continued on next page

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of November, 2024, before me, the undersigned notary public in and for said County and State, personally appeared J. Dean Papé, known or identified to me to be a manager of Developer Block 68 South Development LLC, an Idaho limited liability company, and acknowledged to me that he executed the within instrument on behalf of Developer for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

STATE OF OREGON)
) ss.
County of Multnomah)

On this ____ day of November 2024, before me, the undersigned notary public in and for said County and State, personally appeared Jill Sherman known or identified to me to be a manager of Developer Block 68 South Development LLC, an Idaho limited liability company, and acknowledged to me that she executed the within instrument on behalf of Developer for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

4860-2903-3974, v. 3



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AGENDA BILL

Agenda Subject: CONSIDER Resolution 1902: Block 69 North Workforce Housing Development. Mutual Termination and Release with Block 69 North Development LLC		Date: November 12, 2024
Staff Contact: Alexandra Monjar, Senior Project Manager	Attachments: 1) Resolution 1902 2) Block 69 North Mutual Termination and Release	
Action: Adopt Resolution 1902 authorizing the Executive Director to execute the Mutual Termination and Release with Block 69 North Development LLC and authorizing the Executive Director to execute all associated documents as required to implement the Mutual Termination and Release.		

Background:

In May 2021, Capital City Development Corp. (CCDC) published the Block 68 Catalytic Redevelopment Project Request for Proposals (RFP) for two properties: 421 N. 10th St. and 1010 W. Jefferson St. In December 2021, the CCDC Board of Commissioners (Board) selected a joint proposal from Edlen & Co., deChase Miksis, Elton Companies, and The Young Men’s Christian Association of Boise City, Idaho (YMCA). The proposal included two projects with CCDC participation. CCDC and Developer executed two Disposition and Development Agreements (DDAs): the Block 68 South Mixed-Use Housing and Mobility Hub Project DDA, dated December 15, 2022, for disposition of 1010 W. Jefferson St. to Block 68 South Development LLC, and the Block 69 North Workforce Housing Project DDA, dated October 10, 2022, for disposition of 1111 W. State St. (to be acquired through a land exchange of 421 N. 10th St. with the YMCA) to Block 69 North Development LLC. Collectively, Block 68 South Development LLC and Block 69 North Development LLC are referred to as “Developer.”

Citing rising interest rates, tighter lending markets, and increased construction costs, the Developer requested revised assistance terms in letters dated April 18, 2023, and August 8, 2023. Following Board direction, CCDC and Developer executed a Memorandum of Understanding (MOU) on August 30, 2023. The MOU guided implementation of the Board’s response to Developer’s requests and directed negotiations to amend the DDAs. CCDC and Developer executed Amended and Restated DDAs for both projects on December 11, 2023.

In accordance with the MOU and Amended and Restated Block 69 North DDA, the Developer advanced design and on April 30, 2024, as supplemented on May 1, 2024, submitted preliminary evidence of financing to CCDC. On June 14, 2024, CCDC’s Executive Director disapproved the preliminary evidence of financing because it contemplated a funding and ownership model that would require additional amendments to the Block 69 North DDA, which would be subject to Board consideration and approval. On June 3, 2024, Developer responded requesting that CCDC reconsider its disapproval. On July 30, 2024, Developer notified CCDC that the Mixed-Use Housing & Mobility Hub Project is economically infeasible, specifically, the senior housing component of the project, and requested CCDC consider amendments to both DDAs: for the Block 68 South project to consider a revised development program, and for Block

69 North to accommodate the proposed financing and ownership structure. After receiving a 60-day extension to the DDAs through October 14, 2024, Developer further advised CCDC on September 12, 2024, that the Workforce Housing Project is infeasible and could not be completed before the Westside Urban Renewal Plan and Project Area closes. Without the housing components, the projects no longer meet the RFP goals, intentions of the joint proposal, or terms of the DDAs. CCDC and Developer agreed to negotiate mutual terminations.

Mutual Termination and Release:

The Block 69 North Mutual Termination and Release terminates any further rights against or liability to the other under the DDA as of October 15, 2024, and further specifies:

- CCDC will not seek or claim ownership of drawings, studies, or other project materials or information prepared by Developer.
- CCDC will retain the \$22,500 deposit from Developer.
- CCDC maintains discretion over future disposition or development of 1111 W. State St., and Developer may respond to any future public requests for proposal or qualifications.
- Waiver of claims and release of liability.
- Developer will assist, at no cost to itself, in removing entitlements or encumbrances on 1111 W. State St.
- Developer will indemnify, defend and hold harmless CCDC against claims arising out of or by actions or omissions of Developer or its affiliates by third parties contracted by Developer or its affiliates related to the project and the DDA.

Fiscal Notes:

CCDC and Developer will bear their own costs and attorneys fees. The \$1.4 million Westside District funds currently programmed for the Block 69 North Workforce Housing Project will be available for reprogramming.

Staff Recommendation:

Staff recommend the Agency Board adopt Resolution 1902.

Suggested Motion:
Adopt Resolution 1902 authorizing the Executive Director to execute the Block 69 North Mutual Termination and Release with Block 69 North Development LLC and authorizing the Executive Director to execute all associated documents as required to implement the Mutual Termination and Release.

RESOLUTION NO. 1902

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 MUTUAL TERMINATION AND RELEASE BY AND BETWEEN, THE AGENCY AND BLOCK 68 NORTH DEVELOPMENT LLC OF THE AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE BLOCK 69 NORTH WORKFORCE HOUSING PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID MUTUAL TERMINATION AND RELEASE; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE MUTUAL TERMINATION AND RELEASE AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE MUTUAL TERMINATION AND RELEASE SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE OF THIS RESOLUTION.

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 and supplemented, 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").

General Background

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, Westside Downtown Urban Renewal Project (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 for the jurisdictional area of the Westside Plan Revenue Allocation Area; 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 (the "First Amendment"), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the "Project Area"; and,

WHEREAS, in order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area boundaries; and,

WHEREAS, the Agency acquired certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the "Agency Parcels"); and

WHEREAS, for purposes of the Mutual Termination and Release (Block 69 North) (the “Agreement”), the term “Block 69 North” means the half block bounded by State Street on the north, the alleyway between State Street and Jefferson Street on the south, 11th Street on the east, and 12th Street on the west, Boise, Idaho. For purposes of this Agreement, the term “Block 68 South” means the half block bounded by Jefferson Street on the south, the alleyway between Jefferson Street and State Street on the north, 10th Street on the east, and 11th Street on the west, Boise, Idaho; and

Catalytic Proposal

WHEREAS, in accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (“RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Westside Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity.

WHEREAS, following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and The Young Men’s Christian Association of Boise City, Idaho (the “YMCA”), first (the “Joint Proposal”); and

WHEREAS, at a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal; and

WHEREAS, the Joint Proposal contemplated development beyond the Agency Parcels on adjacent or proximate parcels and sought to develop certain real property referred to as Block 69 North formerly addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which combined include approximately 0.831 acres and which parcels were then owned by the YMCA (the “YMCA Parcels”); and

WHEREAS, the Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the workforce housing development project on Block 69 North (the “Workforce Housing Project”) as more fully described in the Original Block 69 North DDA (defined below) and Amended and Restated Block 69 North DDA (defined below); and

WHEREAS, the Joint Proposal also contemplated disposition of 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) to develop a mixed-use housing and mobility hub project (the “Mixed-Use Housing & Mobility Hub Project”) with the opportunity to expand the scope of the Mixed-Use Housing & Mobility Hub Project through the acquisition of the state of Idaho-owned parcel located adjacent to the Agency-owned parcel addressed as 1010 W. Jefferson Street, referred to and defined below as the Paved Parking Lot; and

WHEREAS, the Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the “ANE”) outlining the process for disposing of the Agency Parcels described above. Later the Agency and Block 68 North Development LLC (a successor entity to

Block 68 Development LLC) approved an amendment to the ANE. Thereafter separate entities were formed to commence development contemplated in the Joint Proposal, specifically the Block 69 North Developer and the Block 68 South Development LLC (the “Block 68 South Developer”).

Land Exchange

WHEREAS, to determine the value of the parcels contemplated for the exchange, the YMCA Parcels and the Agency parcel located at 421 N. 10th Street were appraised by Langston & Associates, Inc.; and

WHEREAS, the Agency Board and YMCA Board determined that their best interests were served by exchanging real property for equal value as contemplated in the Joint Proposal. The Agency and the YMCA entered into the Real Property Exchange Agreement on July 11, 2022 (the “Original Exchange Agreement”), wherein the Agency agreed to exchange the Agency owned .39 acre of real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) in Ada County, Idaho (the “Agency Exchange Property”), plus One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) for the YMCA owned 0.551 acre of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho. It was further contemplated by the parties that the Block 69 North Developer would acquire 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631) directly from the YMCA; and

WHEREAS, during continued negotiations with the Block 69 North Developer regarding the disposition and development agreement by and between the Agency and the Block 69 North Developer for the disposition and development of all or a portion of the YMCA Parcels to be obtained by the Agency pursuant to the Original Exchange Agreement for the development of the Workforce Housing Project on the YMCA Parcels, and in support of development coordination including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities, the parties determined it was in their best interests to amend the Original Exchange Agreement to include all of the YMCA Parcels in the exchange, to address lot consolidation and to assign the performance of due diligence and title review obligations to Block 69 North Development LLC and Block 68 North Development LLC; and

WHEREAS, on October 10, 2022, the Agency and the YMCA entered into the Amended and Restated Land Exchange Agreement, wherein, the Agency agreed to exchange its Agency Exchange Property for the YMCA Parcels, and the YMCA agreed to exchange the YMCA Parcels for the Agency Exchange Property together with receipt of additional monetary consideration to make the exchange of equal value as more particularly described herein (together, the “Land Exchange”); and

WHEREAS, to facilitate development of the YMCA Parcels pursuant to the Original Block 69 North DDA and the Amended and Restated Block 69 North DDA (both defined below), subject to the terms and conditions set forth in the Amended and Restated Land Exchange Agreement, the YMCA authorized the Block 69 North Developer, at its sole cost and expense, to undertake to consolidate the YMCA Parcels into one legal lot prior to consummation of the Land Exchange, including recordation of the record of survey prior to closing (the “Lot Consolidation”). The Lot Consolidation was completed and the consolidated YMCA Parcels are now addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004652). The “YMCA Parcels” are now referred to as the “YMCA Exchange Property”; and

WHEREAS, the Amended and Restated Real Property Exchange Agreement was subsequently amended by the Second Amended and Restated Real Property Exchange Agreement, dated December 11, 2023 (the “Second Amended Exchange Agreement”), in part, to address certain environmental conditions and additional testing on the Agency Exchange Property. The Second Amended Exchange Agreement was amended by the First Amendment to Second Amended and Restated Real Property Exchange Agreement (collectively the “Exchange Agreements”) to extend the closing date; and

WHEREAS, Agency and YMCA closed on the Land Exchange on September 30, 2024; and

WHEREAS, after the closing of the Land Exchange, the Agency is now the owner in fee simple of the YMCA Exchange Property, also referred to as Block 69 North, and YMCA is now the owner in fee simple of the Agency Exchange Property; and

WHEREAS, the Agency’s conveyance of the Agency Exchange Property pursuant to the Land Exchange complies with Idaho Code Section 50-2011 as the disposition of the Agency Exchange Property was made pursuant to a competitive selection process initiated by the Agency’s issuance of the RFP and by the Agency’s selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Property with all or a portion of the YMCA Exchange Property, and therefore, the Land Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal; and

The Block 68 South and the Block 69 North Disposition and Development Agreements

WHEREAS, the Agency and the Block 69 North Developer entered into the original Disposition and Development Agreement dated October 10, 2022 (the “Original Block 69 North DDA”), pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Land Exchange for the development of the Workforce Housing Project on Block 69 North as more fully described in the Original Block 69 North DDA; and

WHEREAS, the Agency and the Block 68 South Developer entered into the original Block 68 South Mixed-Use Housing & Mobility Hub Project Disposition and Development Agreement dated December 15, 2022 (the “Original Block 68 South DDA”), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Agency owned parcel commonly referred to as 1010 W. Jefferson Street for the development of the Block 68 South mixed-use housing & mobility hub project on Block 68 South as more fully described in the Original Block 68 South DDA; and

WHEREAS, as contemplated in the Joint Proposal and the Original Block 68 South DDA, the Block 68 South Developer acquired the property adjacent to the Original Block 68 South DDA Parcel and commonly addressed as 1010 West Jefferson Street, Boise, Idaho (the “Paved Parking Lot”) from the state of Idaho on March 6, 2023, for the purchase price of \$1,700,000 following submission of the highest bid to the state of Idaho; and

WHEREAS, the Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project may be collectively referred to as the “Projects”; and

WHEREAS, the Agency, the Block 68 South Developer, and Block 69 North Developer continued to work together in good faith to perform under the terms of the Original Block 68 South DDA and the Original Block 69 North DDA. Because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting and increasing interest rates, investor requirements, as well as the high cost of construction, supply chain issues, and labor shortages, the Block 68 South Developer and Block 69 North Developer requested revised terms of Agency participation in the Projects as set forth in the letters to Agency dated April 28, 2023, and August 8, 2023; and

WHEREAS, the Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered staff recommendations and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Block 68 South Developer and Block 69 North Developer's requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the Original Block 68 South DDA and Original Block 69 North DDA for future Board approval, and to direct negotiation of amendments to the Original Block 68 South DDA and Original Block 69 North DDA, for future Board approval; and

WHEREAS, based on the Block 68 South Developer's and Block 69 North Developer's requests and the Agency's response, the Agency and the Block 68 South Developer and Block 69 North Developer determined the Original Block 68 South DDA and Original Block 69 North DDA should be substantially amended to incorporate the revised terms. In order to expedite the continued progress under the Original Block 68 South DDA and Original Block 69 North DDA, the Agency and the Block 68 South Developer and Block 69 North Developer entered into a Memorandum of Understanding (the "MOU"), dated August 30, 2023, to guide the Agency and the Block 68 South Developer and Block 69 North Developer in the negotiation of those certain amendments to the Original Block 68 South DDA and Original Block 69 North DDA and to memorialize the understanding the Agency and the Block 68 South Developer and Block 69 North Developer reached concerning performance under the Original Block 68 South DDA and Original Block 69 North DDA; and

WHEREAS, the Agency and the Block 69 North Developer entered into the Amended and Restated Disposition and Development Agreement dated December 15, 2023 (the "Amended and Restated Block 69 North DDA"); and

Disposition and Development Agreement Compliance and Additional Request for Amendments

WHEREAS, since the approval of the Amended and Restated Block 69 North DDA, the Parties have negotiated in good faith by regular and continuing exchange of information and several work sessions involving representatives from both the Block 68 South Developer and the Block 69 North Developer, counsel for the Block 68 South Developer and the Block 69 North Developer, Agency staff, and Agency counsel; and

WHEREAS, in addition, Agency staff has received input and comment from the Agency Project Review Committee ("PRC") established by the Agency Board on May 8, 2023, for the purpose of providing Agency staff and counsel with additional analysis and fact-finding concerning performance under the Amended and Restated Block 69 North DDA; and

WHEREAS, as required by the Amended and Restated Block 69 North DDA, the Block 69 North Developer submitted its preliminary evidence of financing on April 30, 2024 (and

supplemented the same on May 1, 2024), which included information available for Agency staff to visually inspect and review; and

WHEREAS, on May 14, 2024, Agency Executive Director, John Brunelle, deemed the submission complete for purposes of triggering the review period as set forth in the Amended and Restated B69 North DDA; and

WHEREAS, on June 14, 2024, Agency Executive Director, John Brunelle, denied the evidence of financing finding the submission did not comply with various provisions of the Amended and Restated Block 69 North DDA, primarily based on the fact the submission contained a financing model and proposed alternative financing proposals and ownership structures that lacked definitive commitment by entities at such time which could provide the financing needed for the Workforce Housing Project, and which financing model would have necessitated further amendment of the Amended and Restated B69 North DDA; and

WHEREAS, on July 3, 2024, Block 69 North Developer's counsel sent a letter objecting to the denial of Block 69 North Developer's evidence of financing submission and indicating, in part, certain proposed amendments to the Amended and Restated Block 69 North DDA that would allow for the proposed development to proceed under a bond financing structure; and

WHEREAS, on July 30, 2024, Block 69 North Developer sent a letter to Agency advising that the Workforce Housing Project contemplated under the Amended and Restated Block 69 North DDA was not economically feasible as originally proposed due to factors outside of Block 69 North Developer's control, as further set forth in these recitals, requesting, in part, amendments to the Block 69 North DDA to revise the proposed ownership structure to accommodate the bond financing model, to update the financing plan and schedule of performance, as further defined in the letter; and

WHEREAS, on August 8, 2024, Block 69 North Developer's counsel sent a letter to Agency Executive Director invoking several sections of the Amended and Restated Block 69 North DDA, asserting the right to a sixty-day extension under the Schedule of Performance for the Parties to continue "their collaborative work for successful projects for [Block 69 North and Block 68 South]"; and

WHEREAS, agency counsel sent a letter to Block 69 North Developer's counsel dated August 15, 2024, thereby advising the Block 69 North Developer that the Agency, through its Executive Director, had accepted the sixty-day extension, which was deemed to commence at the time of the Outside Closing Date, August 15, 2024, through October 14, 2024, and to continue in additional discussions with the Block 69 North Developer to work towards a mutually acceptable resolution in light of current circumstances; and

WHEREAS, since August 15, 2024, the Parties have continued their collective effort to resolve ongoing issues concerning the development of the Workforce Housing Project under the Amended and Restated Block 69 North DDA; and

WHEREAS, the Parties have continued to exchange information and collaborated on financing structures which would allow for the substantial completion of the Workforce Housing Project by the close out of the Westside Urban Renewal Plan and Project Area; and

Current Status

WHEREAS, due to general development market conditions, tight financing markets, the high cost of construction, high interest rates, and the inability to secure a public entity partner to assist in the financing and development of the Workforce Housing Project, on or about September 12, 2024, Block 69 North Developer advised Agency the Workforce Housing Project is not economically feasible under the Amended and Restated Block 69 North DDA and that the Workforce Housing Project cannot be constructed prior to termination of the Agency's revenue allocation authority, as defined under the Local Economic Development Act, Chapter 29, Title 50, Idaho Code. The Parties agreed to negotiate the terms of a mutual release and termination of the Amended and Restated Block 69 North DDA; and

WHEREAS, as such, the Parties have negotiated a Mutual Termination and Release (the "**Agreement**") to terminate the Block 69 North DDA, as amended, and to provide a mutual release as set forth in the Agreement; and

WHEREAS, Agency staff recommends approval of the Agreement by the Agency Board of Commissioners; and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Agency Executive Director to execute the Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2. That the Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved recognizing any technical changes or corrections which may be required prior to execution of the Agreement.

Section 3. That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Agreement subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Agreement or other documents are acceptable upon advice from the Agency's legal counsel and that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the November 12, 2024, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on November 12, 2024.
Signed by the Chair and attested by the Secretary on November 12, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Latonia Haney Keith, Chair

By: _____
Lauren McLean, Secretary

4889-8840-5739, v. 1

MUTUAL TERMINATION AND RELEASE
(Block 69 North)

THIS MUTUAL TERMINATION AND RELEASE (“Agreement”) is entered into by and between The Urban Renewal Agency of Boise City, Idaho, aka the Capital City Development Corporation, an independent public body corporate and politic (the “Agency”), organized and authorized to conduct business pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, (the “Act”), and Block 69 North Development LLC, an Idaho limited liability company (the “Block 69 North Developer”). Agency and Block 69 North Developer are referred to in this Agreement collectively as the “Parties,” with each individual party referred to as “Party.” All capitalized terms not otherwise defined herein shall have those meanings set forth in the Amended and Restated Disposition and Development Agreement (as defined below), by and between the Agency and the Block 69 North Developer. This Agreement shall be deemed effective as of the date last signed by the Parties except as described in Section 1 of this Agreement.

RECITALS

General Background

A. 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, Westside Downtown Urban Renewal Project (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 for the jurisdictional area of the Westside Plan Revenue Allocation Area.

B. The City, after notice duly published, conducted a public hearing on the First Amendment to the Urban Renewal Plan, Westside Downtown Urban Renewal Project (the “First Amendment”), which amendment added area to the Westside Plan Revenue Allocation Area, and following said public hearing, the City adopted its Ordinance No. 45-20 on December 1, 2020, approving the First Amendment and making certain findings. The Westside Plan Revenue Allocation Area, as amended, may be referred to herein as the “Project Area.” The Project Area will terminate on September 30, 2026, along with the Westside Plan, as amended.

C. In order to achieve the objectives of the Westside Plan, the Agency is authorized to acquire real property for the revitalization of areas within the Project Area boundaries.

D. The Agency acquired certain real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583), and real property addressed as 1010 West Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) (collectively, the “Agency Parcels”).

E. For purposes of this Agreement, the term “Block 69 North” means the half block bounded by State Street on the north, the alleyway between State Street and Jefferson Street on

the south, 11th Street on the east, and 12th Street on the west, Boise, Idaho. For purposes of this Agreement, the term “Block 68 South” means the half block bounded by Jefferson Street on the south, the alleyway between Jefferson Street and State Street on the north, 10th Street on the east, and 11th Street on the west, Boise, Idaho.

Catalytic Proposal

F. In accordance with Idaho Code Section 50-2011 Disposal of Property in Urban Renewal Area, the Agency issued a Request for Proposals (“RFP”) on May 17, 2021, seeking to initiate a catalytic redevelopment project to revitalize the Project Area in compliance with the Westside Plan through redevelopment of the Agency Parcels which could also serve as a catalyst for redevelopment of other properties in the vicinity.

G. Following the publication of the RFP in the Idaho Statesman newspaper, and review of the responses, Agency staff ranked the joint proposal from Edlen & Company, deChase Miksis, Elton Companies, and The Young Men’s Christian Association of Boise City, Idaho (the “YMCA”), first (the “Joint Proposal”).

H. At a public meeting on December 13, 2021, the Agency Board discussed the proposals and thereafter met with consensus regarding the proposed rankings and selected the Joint Proposal.

I. The Joint Proposal contemplated development beyond the Agency Parcels on adjacent or proximate parcels and sought to develop certain real property referred to as Block 69 North formerly addressed as 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631), 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 N. 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651), which combined include approximately 0.831 acres and which parcels were then owned by the YMCA (the “YMCA Parcels”).

J. The Joint Proposal further contemplated the exchange of the Agency-owned real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to the YMCA for all or a portion of the YMCA Parcels to further support the development of the workforce housing development project on Block 69 North (the “Workforce Housing Project”) as more fully described in the Original Block 69 North DDA (defined below) and Amended and Restated Block 69 North DDA (defined below).

K. The Joint Proposal also contemplated disposition of 1010 W. Jefferson Street, Boise, Idaho 83702 (Parcel No. R1013004553) to develop a mixed-use housing and mobility hub project (the “Mixed-Use Housing & Mobility Hub Project”) with the opportunity to expand the scope of the Mixed-Use Housing & Mobility Hub Project through the acquisition of the state of Idaho-owned parcel located adjacent to the Agency-owned parcel addressed as 1010 W. Jefferson Street, referred to and defined below as the Paved Parking Lot.

L. The Agency and Block 68 Development LLC entered into the Agreement to Negotiate Exclusively (the "ANE") outlining the process for disposing of the Agency Parcels described above. Later the Agency and Block 68 North Development LLC (a successor entity to Block 68 Development LLC) approved an amendment to the ANE. Thereafter separate entities were formed to commence development contemplated in the Joint Proposal, specifically the Block 69 North Developer and the Block 68 South Development LLC (the "Block 68 South Developer").

Land Exchange

M. To determine the value of the parcels contemplated for the exchange, the YMCA Parcels and the Agency parcel located at 421 N. 10th Street were appraised by Langston & Associates, Inc.

N. The Agency Board and YMCA Board determined that their best interests were served by exchanging real property for equal value as contemplated in the Joint Proposal. The Agency and the YMCA entered into the Real Property Exchange Agreement on July 11, 2022 (the "Original Exchange Agreement"), wherein the Agency agreed to exchange the Agency owned .39 acre of real property addressed as 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) in Ada County, Idaho (the "Agency Exchange Property"), plus One Million Three Hundred Thirty-Six Thousand and 00/100 Dollars (\$1,336,000.00) for the YMCA owned 0.551 acre of real property addressed as 1111 West State Street, Boise, Idaho 83702 (Parcel No. R1013004640) and 419 North 11th Street, Boise, Idaho 83702 (Parcel No. R1013004651) in Ada County, Idaho. It was further contemplated by the parties that the Block 69 North Developer would acquire 1177 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004631) directly from the YMCA.

O. During continued negotiations with the Block 69 North Developer regarding the disposition and development agreement by and between the Agency and the Block 69 North Developer for the disposition and development of all or a portion of the YMCA Parcels to be obtained by the Agency pursuant to the Original Exchange Agreement for the development of the Workforce Housing Project on the YMCA Parcels, and in support of development coordination including facilitating consolidation of the YMCA Parcels into a developable lot and allocation of the due diligence and title review responsibilities, the parties determined it was in their best interests to amend the Original Exchange Agreement to include all of the YMCA Parcels in the exchange, to address lot consolidation and to assign the performance of due diligence and title review obligations to Block 69 North Development LLC and Block 68 North Development LLC.

P. On October 10, 2022, the Agency and the YMCA entered into the Amended and Restated Land Exchange Agreement, wherein, the Agency agreed to exchange its Agency Exchange Property for the YMCA Parcels, and the YMCA agreed to exchange the YMCA Parcels for the Agency Exchange Property together with receipt of additional monetary consideration to make the exchange of equal value as more particularly described herein (together, the "Land Exchange").

Q. To facilitate development of the YMCA Parcels pursuant to the Original Block 69 North DDA and the Amended and Restated Block 69 North DDA (both defined below), subject to the terms and conditions set forth in the Amended and Restated Land Exchange Agreement, the YMCA authorized the Block 69 North Developer, at its sole cost and expense, to undertake to consolidate the YMCA Parcels into one legal lot prior to consummation of the Land Exchange, including recordation of the record of survey prior to closing (the “Lot Consolidation”). The Lot Consolidation was completed and the consolidated YMCA Parcels are now addressed as 1111 W. State Street, Boise, Idaho 83702 (Parcel No. R1013004652). The “YMCA Parcels” are now referred to as the “YMCA Exchange Property.”

R. The Amended and Restated Real Property Exchange Agreement was subsequently amended by the Second Amended and Restated Real Property Exchange Agreement, dated December 11, 2023 (the “Second Amended Exchange Agreement”), in part, to address certain environmental conditions and additional testing on the Agency Exchange Property. The Second Amended Exchange Agreement was amended by the First Amendment to Second Amended and Restated Real Property Exchange Agreement (collectively the “Exchange Agreements”) to extend the closing date.

S. Agency and YMCA closed on the Land Exchange on September 30, 2024.

T. After the closing of the Land Exchange, the Agency is now the owner in fee simple of the YMCA Exchange Property, also referred to as Block 69 North, and YMCA is now the owner in fee simple of the Agency Exchange Property.

U. The Agency’s conveyance of the Agency Exchange Property pursuant to the Land Exchange complies with Idaho Code Section 50-2011 as the disposition of the Agency Exchange Property was made pursuant to a competitive selection process initiated by the Agency’s issuance of the RFP and by the Agency’s selection of the Joint Proposal, which included the disposition by exchange of the Agency Exchange Property with all or a portion of the YMCA Exchange Property, and therefore, the Land Exchange is not deemed a separate and distinct conveyance, but rather part of the disposition of 421 North 10th Street, Boise, Idaho 83702 (Parcel No. R1013004583) to effectuate the development contemplated in the Joint Proposal.¹

The Block 68 South and the Block 69 North Disposition and Development Agreements

V. The Agency and the Block 69 North Developer entered into the original Disposition and Development Agreement dated October 10, 2022 (the “Original Block 69 North DDA”), pursuant to which the Agency agreed to convey to the Block 69 North Developer the property acquired by Agency pursuant to the Land Exchange for the development of the Workforce Housing Project on Block 69 North as more fully described in the Original Block 69 North DDA.

¹ In order to facilitate the Land Exchange, the Parties cooperated in providing for certain due diligence activity concerning the Agency Exchange Property and the YMCA Exchange Property.

W. The Agency and the Block 68 South Developer entered into the original Block 68 South Mixed-Use Housing & Mobility Hub Project Disposition and Development Agreement dated December 15, 2022 (the “Original Block 68 South DDA”), pursuant to which the Agency agreed to convey to the Block 68 South Developer the Agency owned parcel commonly referred to as 1010 W. Jefferson Street for the development of the Block 68 South mixed-use housing & mobility hub project on Block 68 South as more fully described in the Original Block 68 South DDA.

X. As contemplated in the Joint Proposal and the Original Block 68 South DDA, the Block 68 South Developer acquired the property adjacent to the Original Block 68 South DDA Parcel and commonly addressed as 1010 West Jefferson Street, Boise, Idaho (the “Paved Parking Lot”) from the state of Idaho on March 6, 2023, for the purchase price of \$1,700,000 following submission of the highest bid to the state of Idaho.

Y. The Workforce Housing Project and the Mixed-Use Housing & Mobility Hub Project may be collectively referred to as the “Projects.”

Z. The Agency, the Block 68 South Developer, and Block 69 North Developer continued to work together in good faith to perform under the terms of the Original Block 68 South DDA and the Original Block 69 North DDA. Because of several factors, including, but not limited to, challenging capital market conditions concerning financing underwriting and increasing interest rates, investor requirements, as well as the high cost of construction, supply chain issues, and labor shortages, the Block 68 South Developer and Block 69 North Developer requested revised terms of Agency participation in the Projects as set forth in the letters to Agency dated April 28, 2023, and August 8, 2023.

AA. The Agency Board, at its regularly scheduled board meeting on August 14, 2023, considered staff recommendations and authorized departure from Agency Participation Program Type 5 policy and directed the Agency Executive Director to respond to the Block 68 South Developer and Block 69 North Developer’s requests, and to direct negotiation of implementation agreements or similar agreements to guide negotiation of amendments to the Original Block 68 South DDA and Original Block 69 North DDA for future Board approval, and to direct negotiation of amendments to the Original Block 68 South DDA and Original Block 69 North DDA, for future Board approval.

BB. Based on the Block 68 South Developer’s and Block 69 North Developer’s requests and the Agency’s response, the Agency and the Block 68 South Developer and Block 69 North Developer determined the Original Block 68 South DDA and Original Block 69 North DDA should be substantially amended to incorporate the revised terms. In order to expedite the continued progress under the Original Block 68 South DDA and Original Block 69 North DDA, the Agency and the Block 68 South Developer and Block 69 North Developer entered into a Memorandum of Understanding (the “MOU”), dated August 30, 2023, to guide the Agency and the Block 68 South Developer and Block 69 North Developer in the negotiation of those certain amendments to the

Original Block 68 South DDA and Original Block 69 North DDA and to memorialize the understanding the Agency and the Block 68 South Developer and Block 69 North Developer reached concerning performance under the Original Block 68 South DDA and Original Block 69 North DDA.

CC. The Agency and the Block 69 North Developer entered into the Amended and Restated Disposition and Development Agreement dated December 11, 2023 (the “Amended and Restated Block 69 North DDA”).

Disposition and Development Agreement Compliance and Additional Request for Amendments

DD. Since the approval of the Amended and Restated Block 69 North DDA, the Parties have negotiated in good faith by regular and continuing exchange of information and several work sessions involving representatives from both the Block 68 South Developer and the Block 69 North Developer, counsel for the Block 68 South Developer and the Block 69 North Developer, Agency staff, and Agency counsel.

EE. In addition, Agency staff has received input and comment from the Agency Project Review Committee (“PRC”) established by the Agency Board on May 8, 2023, for the purpose of providing Agency staff and counsel with additional analysis and fact-finding concerning performance under the Amended and Restated Block 69 North DDA.

FF. As required by the Amended and Restated Block 69 North DDA, the Block 69 North Developer submitted its preliminary evidence of financing on April 30, 2024 (and supplemented the same on May 1, 2024), which included information available for Agency staff to visually inspect and review.

GG. On May 14, 2024, Agency Executive Director, John Brunelle, deemed the submission complete for purposes of triggering the review period as set forth in the Amended and Restated B69 North DDA.

HH. On June 14, 2024, Agency Executive Director, John Brunelle, denied the evidence of financing finding the submission did not comply with various provisions of the Amended and Restated Block 69 North DDA, primarily based on the fact the submission contained a financing model and proposed alternative financing proposals and ownership structures that lacked definitive commitment by entities at such time which could provide the financing needed for the Workforce Housing Project, and which financing model would have necessitated further amendment of the Amended and Restated B69 North DDA.

II. On July 3, 2024, Block 69 North Developer’s counsel sent a letter objecting to the denial of Block 69 North Developer’s evidence of financing submission and indicating, in part, certain proposed amendments to the Amended and Restated Block 69 North DDA that would allow for the proposed development to proceed under a bond financing structure.

JJ. On July 30, 2024, Block 69 North Developer sent a letter to Agency advising that the Workforce Housing Project contemplated under the Amended and Restated Block 69 North DDA was not economically feasible as originally proposed due to factors outside of Block 69 North Developer's control, as further set forth in these recitals, requesting, in part, amendments to the Block 69 North DDA to revise the proposed ownership structure to accommodate the bond financing model, to update the financing plan and schedule of performance, as further defined in the letter.

KK. On August 8, 2024, Block 69 North Developer's counsel sent a letter to Agency Executive Director invoking several sections of the Amended and Restated Block 69 North DDA, asserting the right to a sixty-day extension under the Schedule of Performance for the Parties to continue "their collaborative work for successful projects for [Block 69 North and Block 68 South]."

LL. Agency counsel sent a letter to Block 69 North Developer's counsel dated August 15, 2024, thereby advising the Block 69 North Developer that the Agency, through its Executive Director, had accepted the sixty-day extension, which was deemed to commence at the time of the Outside Closing Date, August 15, 2024, through October 14, 2024, and to continue in additional discussions with the Block 69 North Developer to work towards a mutually acceptable resolution in light of current circumstances.

MM. Since August 15, 2024, the Parties have continued their collective effort to resolve ongoing issues concerning the development of the Workforce Housing Project under the Amended and Restated Block 69 North DDA.

NN. The Parties have continued to exchange information and collaborated on financing structures which would allow for the substantial completion of the Workforce Housing Project by the close out of the Westside Urban Renewal Plan and Project Area.

Current Status

OO. Due to general development market conditions, tight financing markets, the high cost of construction, high interest rates, and the inability to secure a public entity partner to assist in the financing and development of the Workforce Housing Project, on or about September 12, 2024, Block 69 North Developer advised Agency the Workforce Housing Project is not economically feasible under the Amended and Restated Block 69 North DDA and that the Workforce Housing Project cannot be constructed prior to termination of the Agency's revenue allocation authority, as defined under the Local Economic Development Act, Chapter 29, Title 50, Idaho Code. The Parties agreed to negotiate the terms of a mutual release and termination of the Amended and Restated Block 69 North DDA.

PP. As such, the Parties are entering into this Agreement to terminate the Amended and Restated Block 69 North DDA and any development interest in the Property, and to provide for a mutual release as set forth herein. These recitals are evidence of years of collaboration

between the Parties and significant accomplishments in pursuit of the catalytic development vision of the Parties.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the Parties agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

1. Mutual Termination. The Amended and Restated Block 69 North DDA is mutually terminated and of no further force or effect as of October 15, 2024 (the "Termination Date"). The Parties shall not have any further rights against or liability to the other under the Amended and Restated Block 69 North DDA. The Agency will not seek the purchase of or claim any ownership interest in the Workforce Housing Project drawings, studies, materials or information prepared by or for Block 69 North Developer.

2. Deposit. The Twenty-two Thousand, Five Hundred Dollar (\$22,500) deposit (the "Deposit") previously deposited by the Block 69 North Developer under the ANE and transferred and assigned to the Amended and Restated Block 69 North DDA will be retained by the Agency.

3. Cooperation. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, as well as any actions that may be necessary or appropriate to remove existing entitlements (if such entitlements can be terminated or abandoned without further cost to Block 69 North Developer) or encumbrances created by the Block 69 North Developer on the Property.

4. Waiver. Block 69 North Developer, on behalf of its respective agents, employees, officers, representatives, successors, assigns, affiliates (including any affiliated entities), and subsidiaries, and all other persons that can or may claim by or through Block 69 North Developer, shall, and hereby do, waive and disclaim any and all past, present, and future claims, rights, or interest in the Amended and Restated Block 69 North DDA. This includes, but is not limited to, a waiver and disclaimer of any and all (a) contractual rights under the Amended and Restated Block 69 North DDA, and (b) equitable or legal rights under the Amended and Restated Block 69 North DDA. The Agency, on behalf of its respective agents, employees, officers, commissioners, representatives, successors and assigns, and all other persons that can or may claim by or through the Agency, shall, and hereby do, waive and disclaim any and all past, present, and future claims, rights, or interest in the Amended and Restated Block 69 North DDA. This includes, but is not limited to, a waiver and disclaimer of any and all (a) contractual rights under the Amended and Restated Block 69 North DDA and (b) equitable or legal rights under the Amended and Restated Block 69 North DDA.

5. Future Development of Property. Under Idaho Code Section 50-2011 and the Agency's Participation Policy, Agency retains its discretion and flexibility to dispose of the Property to (1) a private developer, or (2) a public entity in compliance with its statutory requirements under Idaho Code Sections 50-2011 and 50-2015, or (3) retention or disposition of the Property upon termination of the Westside Plan and Project Area.

The Agency hereby agrees that, in the event the Agency decides to seek private development proposals for Block 69 North, provided that Block 69 North Developer meets statutory and proposal criteria, the Agency shall consider such developer in its selection process and any such selection process will be completed in compliance with the Agency's statutory requirements and the termination of the Amended and Restated Block 69 North DDA will not be held against the Block 69 North Developer. This provision shall not be construed as a guarantee or endorsement in favor of the Block 69 North Developer.

6. Mutual Release. For and in consideration of the mutual promises and consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Agency, Block 69 North Developer, and its related entities, on behalf of themselves, and their past, present and future owners, commissioners, officers, principals, managers, directors, stockholders, members, attorneys, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns, investors, constituent entities, hereby releases the others and their past, present and future owners, commissioners, officers, principals, managers, directors, stockholders, members, attorneys, agents, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns, investors, constituent entities from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts, payments, liens, acts, costs, expenses, sums of money, suits, actions and/or causes of action of any kind or nature whatsoever whether known or unknown, matured or unmatured, suspected or unsuspected, relating to the Workforce Housing Project, including but not limited to those related to the Amended and Restated Block 69 North DDA and the ANE, which the Agency, Block 69 North Developer, and its related entities ever had, now or may have against the other. By virtue of this Agreement, the Amended and Restated Block 69 North DDA and ANE shall be of no further force or effect and are deemed fully and finally terminated as of the Termination Date.

7. Binding Effect. Each Party hereto understands and expressly agrees that this Agreement shall bind and benefit its respective heirs, subsidiaries, members, affiliates, officers, directors, commissioners, members, managers, partners, employees, agents, attorneys, representatives, predecessors, successors, and assigns.

8. Authority. The Parties represent and warrant to each other that the entities and individuals executing this Agreement are authorized and entitled to do so.

9. Review of Agreement by Counsel; Familiarity with Contents and Effect. Each Party hereto expressly declares that it has been supplied with and has read a copy of this Agreement. Each Party hereto further represents to the other that it has been given ample time and

opportunity to seek the advice of counsel, consulted with its respective attorneys regarding the meaning of the terms and conditions contained herein, and fully understands the content and effect of this document. Each Party hereto approves and accepts the terms and provisions of this Agreement and agrees to be bound by the same.

10. Entire Agreement; Modification; Severability. This document constitutes the final, complete, and exclusive statement of the terms of the Amended and Restated Block 69 North Disposition and Development Agreement between the Parties hereto relating to the rights granted by the Amended and Restated Block 69 North Disposition and Development Agreement and their obligations assumed thereunder. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties, in a writing signed by all the Parties. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

11. Attorney Fees. The Parties stipulate and agree that in any action or proceeding henceforth brought to enforce this Agreement or any of its terms, the prevailing party in that action or proceeding shall be entitled to reasonable attorney fees and costs incurred in connection with that action or proceeding, in addition to any and all other relief to which the prevailing party may be entitled.

12. Release Freely Entered Into. The Parties and, each of them represent and agree that this Agreement, and the mutual release contained herein, has been given voluntarily and free from duress or undue influence on the part of any person released by this Agreement or by any third party.

13. Costs. Each party hereto shall bear its respective costs and attorney fees incurred in connection with this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. Counterparts delivered by facsimile or other electronic means shall have the same effectiveness as ink-signed originals.

15. Choice of Law. This Agreement shall be governed by the laws of the State of Idaho, as it would apply to contracts negotiated, executed, delivered, and performed solely in such jurisdiction, excluding the laws regarding the principles of conflicts of laws, with venue in the courts of the Fourth Judicial District of Idaho.

16. Interpretation; Representation. Each Party hereto acknowledges and agrees that they have had ample time to review this Agreement and seek and obtain legal, tax or other appropriate advice. Accordingly, the words and phrases of this document and any ambiguity

therein shall be construed in accordance with their ordinary and plain meaning, and not for or against any party hereto.

17. Indemnity. Block 69 North Developer covenants and agrees to indemnify, defend, and hold and save harmless the Agency and its respective commissioners, officers, agents, and employees from any and all liens, subrogation claims, demands, actions, causes of action, suits, or complaints that may be brought by any person, firm, corporation, estate, personal representative, executor, trustee or other entity against the Agency arising, arisen, to arise or which may arise out of or by reason of acts or omissions of Block 69 North Developer or its affiliates by third parties contracted by Block 69 North Developer or its affiliates, with respect to the Workforce Housing Project and the Amended and Restated Block 69 North DDA.

Notwithstanding the foregoing, Block 69 North Developer shall have no obligation to indemnify, defend, and hold Agency and its respective commissioners, officers, agents, and employees harmless from and against any matters not related to acts or omissions of Block 69 North Developer or its affiliates, with respect to the Workforce Housing Project and the Amended and Restated Block 69 North DDA or the termination of the Amended and Restated Block 69 North DDA.

18. Recordation. The Parties agree to execute and record in substantial form as attached hereto as Exhibit B the Memorandum of Termination Agreement and Mutual Release and Disclaimer of Interest in Property which will eliminate any continuing effect of the Block 69 North DDA.

Signatures on following page/remainder of page left intentionally blank

EXECUTED EFFECTIVE as of the Effective Date, which is the last date signed by the Parties.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.

EACH OF THE UNDERSIGNED, COLLECTIVELY COMPRISING THE PARTIES HEREIN AS DEFINED ABOVE, HAS READ THE FOREGOING TERMINATION AGREEMENT AND MUTUAL RELEASE AND UNDERSTANDS THE CONTENTS OF IT, HAS REVIEWED THE ENTIRE CONTENTS OF THE FOREGOING WITH THEIR ATTORNEYS, AND, UNDERSTANDING ITS TERMS AND CONDITIONS, AGREES TO ABIDE BY IT.

AGENCY:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic

By: _____

John Brunelle
Executive Director

_____, 2024

BLOCK 69 NORTH DEVELOPER:

BLOCK 69 NORTH DEVELOPMENT LLC,
an Idaho limited liability company

By: _____

J. Dean Papé
Manager

_____, 2024

By: _____

Jill Sherman
Manager

_____, 2024

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Parcel "A" depicted on Record of Survey No. 14193 recorded in the real property records of Ada County, Idaho on November 21, 2023, as Instrument No. 2023-065586, and legally described as follows:

A parcel of land being all of Lots 7, 8, 9, 10, 11, and 12 of Block 69 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats, Page 1, records of Ada County, Idaho, LESS Ada County Highway District Right of Way Dedications as described in Warranty Deeds, recorded under Instrument Numbers 2015-005136 and 2015-095077, records of Ada County, located in the Southeast quarter of the Southwest quarter of Section 3, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

Commencing at the intersection of West State Street and North 12th Street (from which the intersection of West State Street and North 11th Street bears South 54°48'37" East, 380.06 feet distant); thence South 09°47'33" East, 56.55 to the Northern most corner of said Block 69 and the Point of Beginning; thence on the Southwesterly right of way line of West State Street, South 54°48'37" East, 300.07 feet, to the Eastern most corner of said Block 69; thence on the Northwesterly right of way line of North 11th Street, South 35°13'08" West, 120.09 feet, to a point; thence North 54°48'28" West, 200.05 feet; thence South 35°13'24" West, 2.00 feet, to a point on the Northeasterly right of way line of the Block 69 alley; thence on said Northeasterly right of way line, North 54°48'28" West, 100.03 feet, to the Western most corner of said Lot 7; thence on the Southeasterly right of way line of North 12th Street, North 35°13'32" East, 122.08 feet, to the Point of Beginning.

EXHIBIT B
MEMORANDUM OF MUTUAL TERMINATION AND RELEASE
(BLOCK 69 NORTH)

4863-3162-1094, v. 15

After recording, return to:

Capital City Development Corporation
121 N. 9th Street #501
Boise, ID 83702

SPACE RESERVED FOR RECORDER'S USE

**MEMORANDUM OF MUTUAL TERMINATION AND RELEASE
(BLOCK 69 NORTH)**

This Memorandum of Mutual Termination and Release (the “**Memorandum**”) is entered by and between THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, aka Capital City Development Corporation, an independent public body corporate and politic, organized and operating as an urban renewal agency pursuant to Chapters 20 and 29, Title 50, Idaho Code (the “**Agency**”), and BLOCK 69 NORTH DEVELOPMENT LLC, an Idaho limited liability company (the “**Block 69 North Developer**”) (collectively, the “**Parties**” and each, individually, a “**Party**”).

1. Agency and Block 69 North Developer have previously entered into a Mutual Termination and Release (the “**Termination Agreement**”), with an effective date of November __, 2024, regarding the termination of the Amended and Restated Disposition and Development Agreement, by and between Agency and the Block 69 North Developer, dated December 15, 2023 (the “**Amended and Restated Block 69 North DDA**”) evidenced by that certain Memorandum of Amended and Restated Disposition and Development Agreement (Block 69 South), recorded in Ada County, Idaho, Real Property Records as Instrument No. 2024-004457 (the “**Memorandum of DDA**”).

2. This Memorandum summarizes the Termination Agreement pursuant to Idaho Code Section 55-818 and incorporates by reference all of the terms and provisions of the Termination Agreement. Nothing in this Memorandum amends or expands any provisions of the Termination Agreement. Capitalized terms not defined herein shall have the meaning ascribed in the Termination Agreement.

3. The Parties each expressly agree that the Amended and Restated Block 69 North DDA and Memorandum of DDA are terminated and shall have no further force and effect as of October 15, 2024.

[end of text]

IN WITNESS WHEREOF, the effective date of this Memorandum shall be the date when this Memorandum has been signed by the Parties (last date signed).

AGENCY:

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body, corporate and politic

By _____ Date: _____
John Brunelle
Executive Director

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of November, 2024, before me, the undersigned notary public in and for said county and state, personally appeared John Brunelle, known or identified to me to be the Executive Director, of the Capital City Development Corporation, an independent public body corporate and politic, that executed the within instrument, and known to me to be the person that executed the within instrument on behalf of said Agency and acknowledged to me that he executed the within instrument on behalf of Agency for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

BLOCK 69 NORTH DEVELOPMENT LLC, an
Idaho limited liability company

By: _____
J. Dean Papé, Manager

Date: _____

By _____
Jill Sherman, Manager

Date: _____

notaries continued on next page

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of November 2024, before me, the undersigned notary public in and for said County and State, personally appeared J. Dean Papé, known or identified to me to be a manager of Developer Block 69 North Development LLC, an Idaho limited liability company, and acknowledged to me that he executed the within instrument on behalf of Developer for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____

STATE OF OREGON)
) ss.
County of Multnomah)

On this _____ day of November 2024, before me, the undersigned notary public in and for said County and State, personally appeared Jill Sherman known or identified to me to be a manager of Developer Block 69 North Development LLC, an Idaho limited liability company, and acknowledged to me that she executed the within instrument on behalf of Developer for the purposes herein contained.

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

Notary Public for Idaho
Commission Expires _____



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AGENDA BILL

<p>Agenda Subject: Consider Resolution 1900: 3rd Street Streetscape and Mobility Improvements Project. Amendment No. 1 to the CM/GC contract with Guho Corp.</p>	<p>Date: November 12, 2024</p>
<p>Staff Contacts: Toby Norton Project Manager</p>	<p>Attachments: A. Resolution 1900 B. Amendment No. 1 to the CM/GC contract with Guho Corp.</p>
<p>Action Requested: Adopt Resolution 1900 authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp for the 3rd Street Streetscape and Mobility Improvements Project.</p>	

Background

3rd Street is an important north/south bicycle corridor. ACHD’s Roadways to Bikeways Plan identifies 3rd Street from Main Street to Front Street as an area to establish a network of pedestrian-oriented streets between activity centers in the River Street-Myrtle planning area and in downtown, in order to encourage walking and bicycling over automobile use.

CCDC is making streetscape improvements and road intersection adjustments on 3rd Street between Jefferson and Front Streets and on Main Street between 2nd and 4th Streets to improve safety and functionality of the right-of-way for pedestrians, cyclists, and vehicles.

The project will improve the consistency and safety of sharrow bicycle facilities, adding cycling amenities, and updating pavement markings and signage where needed.

The south Main Street travel lane will be narrowed from 22’ to 14’ matching the north travel lane and maintain an 8’ parking lane. 3rd Street, south of Main Street, will be reconfigured from 20’ to 12’ travel lanes and maintain an 8’ parking lane. This will provide an additional 8’ of streetscape to create a balance between travel lanes, parking, and sidewalks as well as providing safer crossings of Main Street.

Pedestrian crossing distances will be shortened at intersections by extending the curb into the parking lane to create bulb outs. New historic streetlights, accessible ramps, and other features will be provided to ensure safe crossings for all ages and abilities.

Construction Manager/ General Contractor (CM/GC)

The CM/GC construction delivery method is contractually a two-stage process. In the initial CM stage, Guho Corp (Guho) provided construction management services that include estimating, scheduling, constructability review, traffic control and detour planning, and project bidding.

On October 16, 2024, Guho issued an invitation bid to qualified contractors and on October 31, 2024, opened received bids. Public procurement procedures were followed throughout the bidding process in accordance with Idaho Code § 54-4511. The Agency was present at the bid opening. Guho has provided the Guaranteed Maximum Price (GMP) to construct the project. The GMP includes the lowest responsive bids, negotiated fee, insurance, bonds, and general conditions which forms not-to-exceed amount to construct the project.

Upon Board approval of Resolution 1900, the project will contractually begin the second stage, General Contractor services. Resolution 1900 also approves the GMP and amends the contract fee amount. Approval of Amendment No. 1 authorizes Guho to begin awarding subcontracts and mobilizing for construction.

Construction is anticipated to begin in November 2024 and will reach substantial completion in August 2025.

Public Outreach and Next Steps

As the project moves towards construction, a public outreach plan has been established. Prior to construction the CCDC Project Manager and Guho will go door to door with property owners and businesses adjacent to 3rd Street and Main Street to provide information and answer any questions on the impacts of construction. Mailers will be sent out to all addresses within a 500' radius of the project and a pre-construction meeting will be held at the Boise Library on November 15 where CCDC will share project information and what to expect during construction. The following are ways we are keeping the public informed:

- Project website with timely updates: <https://ccdcboise.com/ccdc-projects/3rd-street-streetscape-and-mobility-improvements-project>
- Project flyer
- Mailers
- Detour maps updated routinely and provided to businesses
- E-Mail and phone contacts for CCDC Project Manager and CM/GC Contractor for public questions

Fiscal Notes

Amendment No. 1 approves a \$5,038,384 Guaranteed Maximum Price (GMP) for construction services that will complete the 3rd Street Streetscapes and Mobility Improvements Project. The Agency's FY2025 budget has adequate funds available.

Staff Recommendation

Adopt Resolution 1900 authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp for the 3rd Street Streetscape and Mobility Improvements Project.

Suggested Motion:

I move to adopt Resolution 1900 authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp for the 3rd Street Streetscape and Mobility Improvements Project.

ATTACHMENT A
RESOLUTION 1900

RESOLUTION NO. 1900

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) AGREEMENT BETWEEN THE AGENCY AND GUHO CORP. FOR THE 3RD STREET STREETScape AND MOBILITY IMPROVEMENTS PROJECT; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTIGENCY FOR UNFORSEEN CIRCUMSTANCES; 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 3rd Street between Jefferson and Front Streets and on Main Street between 2nd and 4th Streets to improve safety and functionality of the right-of-way for pedestrians, cyclists,

and vehicles, 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 managing logistic planning in the area due to multiple active construction projects and related street closures, 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 No. 1863 by its Board of Commissioners on March 11, 2024, the Agency entered into a CM/GC Agreement with Guho Corp. for the 3rd Street Streetscape and Mobility 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, the Agency and Guho Corp., desire to amend the CM/GC construction agreement at this time with the execution of Amendment No. 1 to the Standard Agreement and General Conditions Between Owner and Construction Manager, attached as Exhibit A, in order to establish a Guaranteed Maximum Price (“GMP”) for the construction services associated with the Agency’s 3rd Street Streetscape and Mobility Improvements Project; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Amendment No. 1 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. 1 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. 1 to the Construction Manager / General Contractor construction agreement with Guho Corp., approving the Guaranteed Maximum Price of FIVE MILLION THIRTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS (\$5,038,384), consistent with the Board’s stated instructions at the November 12, 2024, Agency Board Meeting.

Section 4: That the Agency Executive Director is further authorized to expend funds for the Guaranteed Maximum Price amount plus up to 6.8% 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 November 12, 2024. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on November 12, 2024.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Lauren McLean, Secretary

ATTACHMENT B

AMENDMENT No. 1 TO THE CM/GC CONTRACT WITH GUHO CORP

**AMENDMENT NO. 1 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 June 10, 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 is FIVE MILLION THIRTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS (\$5,038,384).

The GMP 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 (5 pages)
- EXHIBIT B: Schedule of Values (4 pages)
- EXHIBIT C: Allowances (1 page)
- EXHIBIT D: Subcontractors, Vendors and Self-Performed Work (4 pages)
- EXHIBIT E: General Conditions (1 page)
- EXHIBIT F: Schedule (5 pages)
- EXHIBIT G: Drawings (3 pages)

ARTICLE 2

Article 14, Miscellaneous, of the Agreement is hereby amended to include a new subsection, 14.11.

14.11 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. In accordance with Idaho Code Section 67-2347A, Constructor 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.

ARTICLE 3 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is August 29, 2025.

ARTICLE 4 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. 1 | *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	23009
PO #	240075
GMP 1 Completion	September 2025
Contract Term	September 2025



EXHIBIT A: ASSUMPTIONS AND CLARIFICATIONS

Construction Costs

02-4113 Demo Site

- Sidewalk Demo
 - Sawcut along existing match points
 - Concrete sidewalks 4-6" thick unreinforced concrete.
 - If building extends into the ROW neat cut sawcut and leave existing conditions.
 - All existing structures to be protected or cleaned of concrete splatter.
- Demo of existing asphalt road
 - Assumed existing asphalt depth 4-6"
 - No CRABS base

10-1400 Signage

- Signage Package per plans
- Installation of 13 parking meter posts
 - Metal post provided by City of Boise

12-9300 Site Furnishings

- Supply of 17 Surface mount Bike Rack
- Install is covered under general labor
- Bike Repair Station excluded

26-0546 Electrical Pole Base

- Excavation and backfill for signal/lightpole bases
 - Type A (47)
 - Type E (13)

26-5613 Light Poles and Standards

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

31-2000 Excavation

- Excavation to subgrade only
- Sidewalk Excavation depth at 0.5ft max
- Road Excavation based on existing grade minus 17"

31-2317 Trenching

- Joint trenching for street light electrical, irrigation, city fiber and signal conduits
- Does not include boring

32-0129 Asphalt Patch

- East side patch from Jefferson to Bannock is not full lane width

32-1100 Base Course

- 6 in gravel section in concrete paving areas



- Regrade and prep asphalt transition areas

32-1313 Concrete Paving

- Concrete paving to have broomed finish
- Cold weather additives and protections to be covered under Allowance

32-1613 Curb and Gutter

- Cold weather additives and protections to be covered under Allowance

32-1623 Sidewalks

- Cold weather additives and protections to be covered under Allowance

32-1723 Pavement Markings

- Thermal markings for crosswalks, stop bars, letters and symbols only

32- 1726 Tactile Warning Surfaces

32-3913 Bollards

- 1 Bollard provided by CCDC

32-8000 Irrigation

- Irrigation system per plans
- Install irrigation system on SW corner of 3rd/Grove connecting to Grove St. system \$6,850
- Allowance for modification and adjustment of irrigation system at project match points \$15,000

32-9313 Ground Covers

33-4000 Storm Drainage

33-4211 Stormwater Piping

- SDR 35 pipe type per plan
- 1 standard 48" manhole

33-8126 Communication Vaults

- Install of 3x3 Vault at Grove Street
- 90 lf +/- of City Conduit at Grove Street

34-4000 Transportation Signaling

- ACHD is supplying six pedestrian push button poles (4'-10").
- Existing signal controller and infrastructure to support additional push buttons

General Conditions

- Working hours 6 a.m. – 6 p.m. Monday – Friday

01-3223 Survey

- Survey and construction staking will be provided by QRS
- 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.

01-4123 Permits

- City of Boise Grading and Drainage permit fee allowance \$21,059
- ACHD SWPPP permit fee \$150
- ACHD Locate fee \$800
- ACHD Permit Fees Arterial Roadway \$85/ day for the duration of the project _270 _Days

01-5200 Construction Facilities

- Job trailer rental 9 months
- Office and technology equipment
 - Video conference monitor and camera provided for project team meetings
- Portable toilet
- Job trailer located at 521 W. Grove St. then relocated prior to 521 Project starting new location rental covered under 521 Project

01-5400 Construction Aid

- General Laborer Allowance to be used for small tasks as needed, traffic control, business signage, cleanup, public relations items. _400_HRs at _\$42.37/hr_

01-5526 Traffic Control

- It is assumed that the contractor will be able to utilize lane closures to perform the work on Main St.
- It is assumed that the contractor will be able to utilize a full closure for the work on 3rd between Main and Front St.
- It is assumed the contractor will be able to utilize both one-way closures and full lane closures for the work on 3rd street between Main and State St.
- It is assumed that the contractor will be able to utilize lane closures on Idaho St. East of 3rd St.
- Flagging is only anticipated during concrete pour days.
- No light plants have been included.
- Portable Changing Message boards
 - 2 ea x 21 days prior to road closures

01-5600 Temp Barriers and Enclosures

- Temporary orange fencing 4' tall with concrete base
- ADA walls 500ft

01-5713 Erosion/ Sediment CTRL (SWPPP)

- ESC plan provided by GC for ROW permit application only.
- Guho to submit for NOI
- 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

01-7419 Waste Management



- Dumpster for construction trash. Dumpster for 9 months.

Allowances

01-2100 Weather Protection – actual weather protection cost code now.

- Cold weather concrete provisions may include:
 - Concrete blanket rental
 - Labor to install and remove blankets
 - Concrete additives
 - Concrete temperature monitoring.
 - Concrete ground heater.
- Cold weather- sitework
 - Snow removal
 - Ground frost protection and removal with concrete blankets and/or ground heaters.
 - Labor associated with work above.
 - Dewatering associated with snow melt and run-off.
 - Soils affected by frost or moisture will utilize unsuitable soil allowance.

01-4126 Fees

- Idaho Power Service Fee \$15,000.

01-4523 Third Party Testing and Inspections

- Testing and inspections
 - \$40,000 Allowance
 - Soils Testing:
 - Subgrade inspections for concrete and asphalt
 - Silva Cell subbase, base backfill and top base course inspections
 - Testing for compaction of trench backfill.
 - Compaction testing on aggregate base course
 - Concrete Testing:
 - 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.
 - Sidewalks testing for Air and Slump only.
 - Asphalt Test per ACHD Standards

01-5300 Temp. Construction

- \$10,000 Allowance for temp asphalt patch required for phasing for pedestrian and vehicle access.
- Ramps for pedestrians

01-2556 Traffic Control

- Miscellaneous traffic control items requested by project team \$20,000.
- Traffic control requirements for IDP joint trench \$25,000.

01-5713 Erosion Sediment Control

- SWPPP Allowance \$10,000.
 - Street Sweeping and cleanup as required.



31-2333 Backfill and Compact

- Unsuitable soil 50 cyds at \$80.00/cyd \$40,000.
 - Removal and replace with structural fill

34-4000 Transportation Signaling

- ACHD provided signal materials for pedestrian push buttons at Idaho and Main intersections.
- Use tax on ACHD provided materials

Exclusions:

- Utility adjustments required
 - Vault elevation changes
 - Separation requirements between utilities
 - Manhole Adjustments in Paving Areas
- Bike Repair Station
- Builder's Risk coverage
- All Utility fees
- Construction staking and survey



3rd ST. STREETSCAPES IMPROVEMENTS

JEFFERSON TO GROVE

EXHIBIT B - SCHEDULE OF VALUES

2021 W. STATE ST., SUITE G
 ENGLE, CLAYTON HEIGHTS
 (215)999-0900
 800 SPANISH BROWN LANE, WESTMINSTER, CO 80031
 303-442-2222, 303-442-2223, 303-442-2224
 3030 N. WYOMING AVENUE, DENVER, CO 80202
 www.guhocorp.com

COST CODE	DESCRIPTION	QTY	TOTAL	SUBCONTRACTOR / VENDOR
01	CONSTRUCTION COST			
02-4113	DEMO-SITE			
	Streetscapes Demo	68,449.00 sf	214,245	GUHO CORP
	Asphalt Demo	53,583.00 sf	51,440	GUHO CORP
			265,685	
10-1400	SIGNAGE			
	Signage Package	1.00 Isum	14,230	CURTIS CLEAN SWEEP
	Parking Meter Post Install	13.00 Isum	650	
			14,880	
12-9300	SITE FURNISHINGS			
	Bike Rack, Paver Powder Coat Green	17.00 ea	6,460	KB WELDING
			6,460	
26-0546	ELECT POLE BASE			
	Light Pole Base Type A 2x5 (Excavation/Backfill)	47.00 ea	30,370	GUHO CORP
	Signal Pole Base Type E 1.5x2.5 (Excavation/Backfill)	13.00 ea	1,651	GUHO CORP
			32,021	
26-2100	ELECTRICAL SERVICE			
	Dual Meter Cabinet	1.00 Is	23,598	QEI
			23,598	
26-5613	LIGHT POLES & STANDARDS			
	Light Pole Conduit and Conductors	1.00 ea	171,887	QEI
	PL2 Supply and Install	8.00 ea	108,056	QEI
	PL1 Historic Street Light Supply and Install	1.00 Is	270,072	QEI
	PL3 Supply and Install	1.00 Is	18,470	QEI
			568,485	
31-2000	EXCAVATION			
	Sidewalk Excavation Concrete Section (0.5 ft)	53,034.00 sf	81,672	GUHO CORP
	Road Excavation	57,387.00 sf	93,541	GUHO CORP
			175,213	
31-2217	CURB PREP			
	Curb Prep	3,670.00 lf	73,400	GUHO CORP
			73,400	
31-2317	TRENCHING			
	Joint Trenching	1,952.00 lf	99,259	GUHO CORP
			99,259	
32-0129	ASPHALT PATCH			
	Asphalt Patch Back	1,250.00 sqft	15,388	GUHO CORP
			15,388	
32-1100	BASE COURSE			
	Sidewalk Prep Section (6")	37,225.00 sqft	110,186	GUHO CORP
	Asphalt Paving Section 12"	57,411.00 sf	106,210	GUHO CORP
	Concrete Paving Section 6"	2,387.00 sf	5,132	GUHO CORP
			221,528	
32-1216	ASPHALT PAVING			
	Asphalt 5" Road Paving	57,411.00 sqft	288,777	GUHO CORP
			288,777	
32-1313	CONCRETE PAVING			
	9" Concrete Paving w/ Reinforcing and Joint Sealants	2,300.00 sf	34,385	PUSHER
	Colored Paving Upgrades	1,176.00 sf	23,226	PUSHER
			57,611	



3rd ST. STREETSCAPES IMPROVEMENTS

JEFFERSON TO GROVE

EXHIBIT B - SCHEDULE OF VALUES

2011 W. STATE ST., SUITE G
 ENGLE, CLAYTON HEIGHTS
 (215) 761-0900
 800 SPYGLASS DRIVE, SUITE 1000
 19000 W. STATE ST., SUITE 1000
 ENGLE, CLAYTON HEIGHTS
 (215) 761-0900
www.guhocorp.com

COST CODE	DESCRIPTION	QTY	TOTAL	SUBCONTRACTOR / VENDOR
32-1613	CURB & GUTTER			
	Curb and Gutter	3,218.00 lf	144,006	PUSHER
	Vertical Curb	218.00 lf	9,756	PUSHER
	Valley Gutter	151.00 lf	6,418	PUSHER
			160,180	
32-1623	SIDEWALKS			
	Concrete Sidewalk 5"	27,779.00 sf	229,177	PUSHER
	Concrete Drive Approach 6"	4,785.00 sf	49,046	PUSHER
			278,223	
32-1723	PAVEMENT MARKINGS			
	Pavement Markings	1.00 ls	28,547	CURTIS CLEAN SWEEP
			28,547	
32-1726	TACTILE WARNING SURFACES			
	Pedestrian Ramp Type A,F1	38.00 ea	60,800	PUSHER
	ADA Directional Tiles- Linear INSTALL	120.00 lf	4,200	PUSHER
	ADA Directional Tiles- Radius INSTALL	43.00 lf	1,505	PUSHER
	ADA Directional Tiles- Radius SUPPLY	43.00 sf	1,015	STRONG GO
	ADA Directional Tiles Red- Linear SUPPLY	480.00 sf	11,328	STRONG GO
	ADA Directional Tiles Yellow- Linear SUPPLY	480.00 sf	11,328	STRONG GO
	Freight	1.00 ls	2,500	STRONG GO
			92,676	
32-3913	BOLLARDS			
	Bollard	7.00 Ea	14,511	QCP
	Bollard Foundation	8.00 Ea	6,200	PUSHER
			20,711	
32-8000	IRRIGATION			
	Irrigation System	1.00 ls	61,290	GINGERICH
	Add for Irrigation System SW Corner 3rd and Grove	1.00 ls	6,850	GINGERICH
	Allowance for Existing Irrigation System Modifications	1.00 allow	15,000	GINGERICH
			83,140	
32-9100	LANDSCAPING			
	Plantings	1.00 ls	83,425	GINGERICH
	Sod Areas	1.00 ls	42,400	GINGERICH
			125,825	
32-9313	GROUND COVERS			
	Ground Covering	1.00 sf	8,240	GINGERICH
			8,240	
32-9443	TREE GRATES/FRAMES			
	4x8 Kiva Grate	31.00 ea	68,480	NORTHWEST REC.
	4x8 Frame Concrete	31.00 ea	23,250	
	Urban Accessories Freight	1.00 ea	4,500	NORTHWEST REC.
	Tree Frame Foundation and Install	31.00 ea	29,450	PUSHER
			125,680	
32-9446	TREE GRIDS (SILVA CELL)			
	Silva Cell 2x with Storm Drain Pipe	1.00 ea	523,730	GUHO CORP
			523,730	
33-4211	STORMWATER PIPING			
	Stormdrain Piping	850.00 lf	144,160	GUHO CORP
	Stormwater Manhole	1.00 ea	5,886	GUHO CORP
			150,046	
33-4233	STORMWATER DROP INLETS			
	Drop Inlet Frame and Grate Type I	12.00 ea	35,400	PUSHER
	Drop Inlet Frame and Grate Silva Cells Type III	12.00 ea	35,400	PUSHER
			70,800	



3rd ST. STREETSCAPES IMPROVEMENTS
JEFFERSON TO GROVE
EXHIBIT B - SCHEDULE OF VALUES

2021 NW STATE ST., SUITE G
 GALE, IDAHO 83801
 (208) 888-0800
 800 SPANISH BROWNS LANE, SUITE 100
 BOISE, IDAHO 83702
 (208) 333-1100
 www.guhocorp.com

COST CODE	DESCRIPTION	QTY	TOTAL	SUBCONTRACTOR / VENDOR
90	ALLOWANCES			
01-2100	WEATHER PROTECTIONS			
	Cold Weather Concrete Allowance	1.00 lsum	40,000	
	Cold Weather Allowance	1.00 lsum	60,000	
				100,000
01-4126	FEES			
	Idaho Power Service Allowance	1.00 ea	15,000	
				15,000
01-4523	TESTING AND INSPECTION SERVICE			
	3RD Party Inspections	1.00 allow	40,000	
				40,000
01-5300	TEMP CONSTRUCTION			
	Temp Asphalt Patch	1.00 ea	10,000	
				10,000
01-5526	TRAFFIC CONTROL			
	Traffic Control Extra Items Allowance	1.00 ls	20,000	
	Traffic Control Idaho Power Joint Trench	1.00 ls	25,000	
				45,000
01-5713	EROSION/SEDIMENT CTRL. (SWPPP)			
	SWPPP Allowance	1.00 allo	10,000	
				10,000
31-2333	BACKFILL & COMPACT			
	Allowance Unsuitable Soils	500.00 cy	40,000	
				40,000
34-4000	TRANSPORTATION SIGNALING			
	Signal MATERIALS Allowance + Use Tax	1.00 allowan	10,000	
				10,000
	Total Cost		4,427,031	4,427,031
	Contingency	3%	151,152	
				4,578,182
	CM/GC Fee	8%	366,254.56	
	GL Insurance	1%	48,071	
	Bond 2024		45,876	
	GMP 1 TOTAL		\$	5,038,384



3rd ST. STREETSCAPES IMPROVEMENTS

JEFFERSON TO GROVE

EXHIBIT C - ALLOWANCES

2811 W. STATE ST., SUITE G
 EAGLE, IDAHO 83616
 (208) 833-1850
 WWW.GUHO.COM

COST CODE	DESCRIPTION	QTY	TOTAL
90	ALLOWANCES		
01-2100	WEATHER PROTECTIONS		
	Cold Weather Concrete Allowance	1.00 Isum	40,000
	Cold Weather Allowance	1.00 Isum	60,000
			100,000
01-4126	FEES		
	Idaho Power Service Allowance	1.00 ea	15,000
			15,000
01-4523	TESTING AND INSPECTION SERVICE		
	3RD Party Inspections	1.00 allow	40,000
			40,000
01-5300	TEMP CONSTRUCTION		
	Temp Asphalt Patch	1.00 ea	10,000
			10,000
01-5526	TRAFFIC CONTROL		
	Traffic Control Extra Items Allowance	1.00 Is	20,000
	Traffic Control Idaho Power Joint Trench	1.00 Is	25,000
			45,000
01-5713	EROSION/SEDIMENT CTRL. (SWPPP)		
	SWPPP Allowance	1.00 allo	10,000
			10,000
31-2333	BACKFILL & COMPACT		
	Allowance Unsuitable Soils	500.00 cy	40,000
			40,000
34-4000	TRANSPORTATION SIGNALING		
	Signal MATERIALS Allowance + Use Tax	1.00 allowan	10,000
			10,000



3rd ST. STREETSCAPES IMPROVEMENTS

JEFFERSON TO GROVE

EXHIBIT D - SUBCONTRACTORS / VENDORS / SELF PERFORM WORK

301 W. STATE ST., SUITE 4
 FARGO, ND 58103
 (701) 785-4400
 WWW.GUHO.COM

COST CODE	DESCRIPTION	QTY	TOTAL
SUBCONTRACTORS			
CURTIS CLEAN SWEEP			
10-1400	SIGNAGE		
	Signage Package	1.00 Isum	14,230
	Parking Meter Post Install	13.00 Isum	650
32-1723	PAVEMENT MARKINGS		
	Pavement Markings	1.00 Is	28,547
GINGERIRCH SITE AND UNDERGROUND			
32-8000	IRRIGATION		
	Irrigation System	1.00 Is	61,290
	Add for Irrigation System SW Corner 3rd and Grove	1.00 Is	6,850
	Allowance for Existing Irrigation System Modifications	1.00 allow	15,000
32-9100	LANDSCAPING		
	Plantings	1.00 Is	83,425
	Sod Areas	1.00 Is	42,400
32-9313	GROUND COVERS		
	Ground Covering	1.00 sf	8,240
PUSHER CONSTRUCTION			
32-1313	CONCRETE PAVING		
	9" Concrete Paving w/ Reinforcing and Joint Sealants	2,300.00 sf	34,385
	Colored Paving Upgrades	1,176.00 sf	23,226
32-1613	CURB & GUTTER		
	Curb and Gutter	3,218.00 lf	144,006
	Vertical Curb	218.00 lf	9,756
	Valley Gutter	151.00 lf	6,418
32-1623	SIDEWALKS		
	Concrete Sidewalk 5"	27,779.00 sf	229,177
	Concrete Drive Approach 6"	4,785.00 sf	49,046
32-1726	TACTILE WARNING SURFACES		
	Pedestrian Ramp Type A,F1	38.00 ea	60,800
	ADA Directional Tiles- Linear INSTALL	120.00 lf	4,200
	ADA Directional Tiles- Radius INSTALL	43.00 lf	1,505
32-3913	BOLLARDS		
	Bollard Foundation	8.00 Ea	6,200
32-9443	TREE GRATES/FRAMES		
	Tree Frame Foundation and Install	31.00 ea	29,450
33-4233	STORMWATER DROP INLETS		
	Drop Inlet Frame and Grate Type I	12.00 ea	35,400
	Drop Inlet Frame and Grate Silva Cells Type III	12.00 ea	35,400



3rd ST. STREETSCAPES IMPROVEMENTS

JEFFERSON TO GROVE

EXHIBIT D - SUBCONTRACTORS / VENDORS / SELF PERFORM WORK

301 W. STATE ST., SUITE 6
 EMERSON, IDAHO 83402
 (208) 783-4000
 WWW.GUHO.COM

COST CODE	DESCRIPTION	QTY	TOTAL
QUALITY ELECTRIC			
26-2100	ELECTRICAL SERVICE		
	Dual Meter Cabinet	1.00 ls	23,598
26-5613	LIGHT POLES & STANDARDS		
	Light Pole Conduit and Conductors	1.00 ea	171,887
	PL2 Supply and Install	8.00 ea	108,056
	PL1 Historic Street Light Supply and Install	1.00 ls	270,072
	PL3 Supply and Install	1.00 ls	18,470
34-4000	TRANSPORTATION SIGNALING		
	3rd and Idaho Signal INSTALL	1.00 ea	42,935
	3rd and Main Signal INSTALL	1.00 ea	39,798
SPECIALITY CONSTRUCITON SUPPLY			
01-5526	TRAFFIC CONTROL		
	Traffic Control Signs and Devices	1.00 ls	28,014
	Portable Changeable Message Sign	42.00 day	13,650
	Traffic Control Mobilization	1.00 ls	9,500
	Traffic Control Maintenance	840.00 hrs	42,000
	Traffic Control Flagging	100.00 hrs	5,400
VENDORS			
KB WELDING			
12-9300	SITE FURNISHINGS		
	Bike Rack, Paver Powder Coat Green	17.00 ea	6,460
NORTHWEST RECREATION			
32-9443	TREE GRATES/FRAMES		
	4x8 Kiva Grate	31.00 ea	68,480
	Urban Accessories Freight	1.00 ea	4,500
QCP			
32-3913	BOLLARDS		
	Bollard	7.00 Ea	14,511
STRONG GO			
32-1726	TACTILE WARNING SURFACES		
	ADA Directional Tiles- Radius SUPPLY	43.00 sf	1,015
	ADA Directional Tiles Red- Linear SUPPLY	480.00 sf	11,328
	ADA Directional Tiles Yellow- Linear SUPPLY	480.00 sf	11,328
	Freight	1.00 ls	2,500
SELF PERFORM SELF PERFORM WORK			
GUHO CORP			
02-4113	DEMO-SITE		
	Streetscapes Demo	68,449.00 sf	214,245
	Asphalt Demo	53,583.00 sf	51,440
26-0546	ELECT POLE BASE		
	Light Pole Base Type A 2x5 (Excavation/Backfill)	47.00 ea	30,370
	Signal Pole Base Type E 1.5x2.5 (Excavation/Backfill)	13.00 ea	1,651
31-2000	EXCAVATION		
	Sidewalk Excavation Concrete Section (0.5 ft)	53,034.00 sf	81,672
	Road Excavation	57,387.00 sf	93,541
31-2217	CURB PREP		
	Curb Prep	3,670.00 lf	73,400



3rd ST. STREETSCAPES IMPROVEMENTS

JEFFERSON TO GROVE

301 W. STATE ST., SUITE 6
 EVANSTON, ILLINOIS 60120
 (708) 499-4000
 WWW.GUHO.COM

EXHIBIT D - SUBCONTRACTORS / VENDORS / SELF PERFORM WORK

COST CODE	DESCRIPTION	QTY	TOTAL
31-2317	TRENCHING		
	Joint Trenching	1,952.00 lf	99,259
32-0129	ASPHALT PATCH		
	Asphalt Patch Back	1,250.00 sqft	15,388
32-1100	BASE COURSE		
	Sidewalk Prep Section (6")	37,225.00 sqft	110,186
	Asphalt Paving Section 12"	57,411.00 sf	106,210
	Concrete Paving Section 6"	2,387.00 sf	5,132
32-1216	ASPHALT PAVING		
	Asphalt 5' Road Paving	57,411.00 sqft	288,777
32-9446	TREE GRIDS (SILVA CELL)		
	Silva Cell 2x with Storm Drain Pipe	1.00 ea	523,730
33-4211	STORMWATER PIPING		
	Stormdrain Piping	850.00 lf	144,160
	Stormwater Manhole	1.00 ea	5,886
33-8126	COMMUNICATION VAULTS		
	Fiber Conduits (9ea 1-1/4)	90.00 lf	4,742
	Fiber Vault Small	1.00 ea	5,190
KB WELDING			
12-9300	SITE FURNISHINGS		
	Bike Rack, Paver Powder Coat Green	17.00 ea	6,460
QUALITY ELECTRIC			
26-2100	ELECTRICAL SERVICE		
	Dual Meter Cabinet	1.00 ls	23,598
26-5613	LIGHT POLES & STANDARDS		
	Light Pole Conduit and Conductors	1.00 ea	171,887
	PL2 Supply and Install	8.00 ea	108,056
	PL1 Historic Street Light Supply and Install	1.00 ls	270,072
	PL3 Supply and Install	1.00 ls	18,470
34-4000	TRANSPORTATION SIGNALING		
	3rd and Idaho Signal INSTALL	1.00 ea	42,935
	3rd and Main Signal INSTALL	1.00 ea	39,798
PUSHER CONSTRUCTION			
32-1313	CONCRETE PAVING		
	9" Concrete Paving w/ Reinforcing and Joint Sealants	2,300.00 sf	34,385
	Colored Paving Upgrades	1,176.00 sf	23,226
32-1613	CURB & GUTTER		
	Curb and Gutter	3,218.00 lf	144,006
	Vertical Curb	218.00 lf	9,756
	Valley Gutter	151.00 lf	6,418
32-1623	SIDEWALKS		
	Concrete Sidewalk 5"	27,779.00 sf	229,177
	Concrete Drive Approach 6"	4,785.00 sf	49,046
32-1726	TACTILE WARNING SURFACES		
	Pedestrian Ramp Type A,F1	38.00 ea	60,800
	ADA Directional Tiles- Linear INSTALL	120.00 lf	4,200
	ADA Directional Tiles- Radius INSTALL	43.00 lf	1,505
32-3913	BOLLARDS		
	Bollard Foundation	8.00 Ea	6,200
32-9443	TREE GRATES/FRAMES		
	Tree Frame Foundation and Install	31.00 ea	29,450
33-4233	STORMWATER DROP INLETS		
	Drop Inlet Frame and Grate Type I	12.00 ea	35,400



3rd ST. STREETSCAPES IMPROVEMENTS

JEFFERSON TO GROVE

EXHIBIT D - SUBCONTRACTORS / VENDORS / SELF PERFORM WORK

301 W. STATE ST., SUITE 6
 EVANSTON, ILLINOIS 60201
 (708) 499-4000
 WWW.GUHO.COM

COST CODE	DESCRIPTION	QTY	TOTAL
	Drop Inlet Frame and Grate Silva Cells Type III	12.00 ea	35,400
STRONG GO			
32-1726	TACTILE WARNING SURFACES		
	ADA Directional Tiles- Radius SUPPLY	43.00 sf	1,015
	ADA Directional Tiles Red- Linear SUPPLY	480.00 sf	11,328
	ADA Directional Tiles Yellow- Linear SUPPLY	480.00 sf	11,328
	Freight	1.00 ls	2,500
QCP			
32-3913	BOLLARDS		
	Bollard	7.00 Ea	14,511
GINGERIRCH SITE AND UNDERGROUND			
32-8000	IRRIGATION		
	Irrigation System	1.00 ls	61,290
	Add for Irrigation System SW Corner 3rd and Grove	1.00 ls	6,850
	Allowance for Existing Irrigation System Modifications	1.00 allow	15,000
32-9100	LANDSCAPING		
	Plantings	1.00 ls	83,425
	Sod Areas	1.00 ls	42,400
32-9313	GROUND COVERS		
	Ground Covering	1.00 sf	8,240
NORTHWEST RECREATION			
32-9443	TREE GRATES/FRAMES		
	4x8 Kiva Grate	31.00 ea	68,480
	Urban Accessories Freight	1.00 ea	4,500
SPECIALITY CONSTRUCITON SUPPLY			
01-5526	TRAFFIC CONTROL		
	Traffic Control Signs and Devices	1.00 ls	28,014
	Portable Changeable Message Sign	42.00 day	13,650
	Traffic Control Mobilization	1.00 ls	9,500
	Traffic Control Maintenance	840.00 hrs	42,000
	Traffic Control Flagging	100.00 hrs	5,400



3rd ST. STREETSCAPES IMPROVEMENTS

JEFFERSON TO GROVE

EXHIBIT E - GENERAL CONDITIONS

201 W. STATE ST., SUITE G
 EAGLE, CO 80615
 (303) 691-8000
 WWW.GUHO.COM

COST CODE	DESCRIPTION	QTY	TOTAL	SUBCONTRACTOR / VENDOR
02	GENERAL CONDITIONS			
01-3109	CONSTRUCTION MANAGER Construction Manager	400.00 hr	51,999	
			51,999	
01-3110	PROJECT MANAGEMENT Project Manager/Sr Superintendent	400.00 hr	46,000	
			46,000	
01-3111	PROJECT SUPERVISION Superintendent	1,872.00 hr	187,200	
			187,200	
01-3112	PROJECT ENGINEER Project Engineer /Assistant Project Manager	600.00 hr	49,200	
			49,200	
01-3223	Survey & Layout Total Station/GPS + Data Collector	9.00 mths	24,498	
			24,498	
01-4123	PERMITS CoB Grading and Drainage Permit Fee ACHD SWPPP Permit Fee ACHD Locates Fee ACHD ROW Permit Fee	1.00 allow 1.00 allow 1.00 allow 270.00 day	21,059 150 800 22,950	
			44,959	
01-5200	CONSTRUCTION FACILITIES Field Office Delivery/Pickup Job Trailer Field Office Furniture and Technology Package Temp Power Portable Toilet	2.00 ea 9.00 mth 9.00 mth 9.00 mth 9.00 mth	1,260 8,550 4,500 935 1,350	
			16,595	
01-5400	CONSTRUCTION AIDS General Labor	400.00 hr	16,948	
			16,948	
01-5526	TRAFFIC CONTROL Traffic Control Signs and Devices Portable Changeable Message Sign Traffic Control Mobilization Traffic Control Maintenance Traffic Control Flagging	1.00 ls 42.00 day 1.00 ls 840.00 hrs 100.00 hrs	28,014 13,650 9,500 42,000 5,400	SPECIALITY CONSTRUCTION SPECIALITY CONSTRUCTION SPECIALITY CONSTRUCTION SPECIALITY CONSTRUCTION SPECIALITY CONSTRUCTION
			98,564	
01-5529	STAGING AREAS Staging Area Rental (UNder 521 Grove)	mth		
01-5600	TEMP BARRIERS AND ENCLOSURES ADA Walls Rental	600.00 lf	12,000	
			12,000	
01-5713	EROSION/SEDIMENT CTRL. (SWPPP) Drop Inlet Protection	46.00 ea	2,300	
			2,300	
01-7419	WASTE MANAGEMENT AND DISPOSAL Trash Disposal	8.00 mth	4,000	
			4,000	



EXHIBIT F - SCHEDULE

**3rd STREET
STREETSCAPES IMPROVEMENTS
JEFFERSON TO GROVE**
SCHEDULE
08/26/2024

CUHO CORP
416 STATES ST, STE G
EAGLE, IDAHO 83616

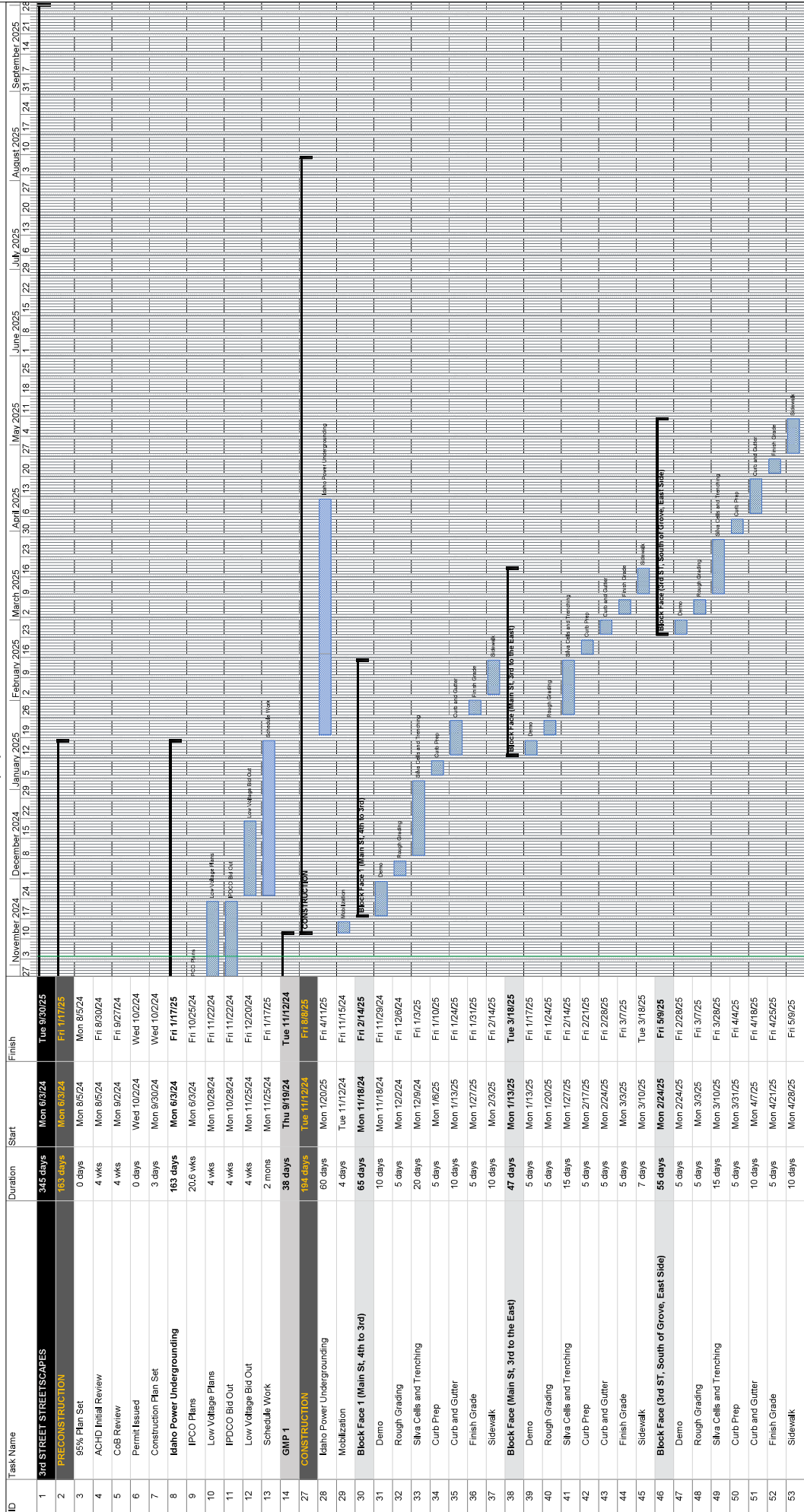




EXHIBIT F - SCHEDULE

3rd STREET
STREETSCAPES IMPROVEMENTS
JEFFERSON TO GROVE
SCHEDULE
08/26/2024

CUHO CORP
416 STATES ST. STE G
EAGLE, IDAHO 83616

ID	Task Name	Duration	Start	Finish
54	Block Face 6rd St, South of Grove West Side	55 days	Mon 4/7/25	Fri 6/20/25
55	Demo	5 days	Mon 4/7/25	Fri 4/11/25
56	Rough Grading	5 days	Mon 4/14/25	Fri 4/18/25
57	Silva Cells and Trenching	15 days	Mon 4/21/25	Fri 5/9/25
58	Curb Prep	5 days	Mon 5/12/25	Fri 5/16/25
59	Curb and Gutter	10 days	Mon 5/19/25	Fri 5/30/25
60	Finish Grade	5 days	Mon 6/2/25	Fri 6/6/25
61	Sidewalk	10 days	Mon 6/9/25	Fri 6/20/25
62	3rd Street Intersection	38 days	Mon 5/12/25	Wed 7/2/25
63	Demo	5 days	Mon 5/12/25	Fri 5/16/25
64	Road Section and Curb Prep	5 days	Mon 5/19/25	Fri 5/23/25
65	Curb and Gutter	5 days	Mon 5/26/25	Fri 5/30/25
66	Finish Grade	5 days	Mon 6/2/25	Fri 6/6/25
67	Concrete Paving	10 days	Mon 6/9/25	Fri 6/20/25
68	Cure Time	10 ecdays	Fri 6/20/25	Mon 6/30/25
69	Asphalt Patch Back	3 days	Thu 6/26/25	Mon 6/30/25
70	Striping	2 days	Tue 7/1/25	Wed 7/2/25
71				
72	Block Face 6rd St, Idaho to Bamnock, West Side	50 days	Mon 5/19/25	Fri 7/25/25
73	Demo	5 days	Mon 5/19/25	Fri 5/23/25
74	Rough Grading	5 days	Mon 5/26/25	Fri 5/30/25
75	Silva Cells and Trenching	15 days	Mon 6/2/25	Fri 6/20/25
76	Curb Prep	5 days	Mon 6/23/25	Fri 6/27/25
77	Curb and Gutter	5 days	Mon 6/30/25	Fri 7/4/25
78	Finish Grade	5 days	Mon 7/7/25	Fri 7/11/25
79	Sidewalk	10 days	Mon 7/14/25	Fri 7/25/25
80	Block Face 6rd St, Jefferson to Bamnock, West Side	30 days	Mon 6/30/25	Fri 8/8/25
81	Demo	5 days	Mon 6/30/25	Fri 7/4/25
82	Rough Grading	3 days	Mon 7/7/25	Wed 7/9/25
83	Curb Prep	2 days	Thu 7/10/25	Fri 7/11/25
84	Curb and Gutter	5 days	Mon 7/14/25	Fri 7/18/25
85	Finish Grade	5 days	Mon 7/21/25	Fri 7/25/25
86	Sidewalk	10 days	Mon 7/28/25	Fri 8/8/25
87				
88	Comer (NE, 3rd and Main)	10 days	Mon 6/23/25	Fri 7/4/25
89	Demo	2 days	Mon 6/23/25	Tue 6/24/25
90	Rough Grading	1 day	Wed 6/25/25	Wed 6/25/25
91	Curb Prep	1 day	Thu 6/26/25	Thu 6/26/25
92	Curb and Gutter	2 days	Fri 6/27/25	Mon 6/30/25
93	Finish Grade	1 day	Tue 7/1/25	Tue 7/1/25
94	Sidewalk	3 days	Wed 7/2/25	Fri 7/4/25



EXHIBIT F - SCHEDULE

3rd STREET
STREETSCAPES IMPROVEMENTS
JEFFERSON TO GROVE
SCHEDULE
08/26/2024

CUHO CORP
 416 STATES ST. STE G
 EAGLE, IDAHO 83616

ID	Task Name	Duration	Start	Finish
95	Corner (NW, 3rd and Main)	10 days	Mon 7/1/25	Fri 7/19/25
96	Demo	2 days	Mon 7/7/25	Tue 7/19/25
97	Rough Grading	1 day	Wed 7/9/25	Wed 7/9/25
98	Curb Prep	1 day	Thu 7/10/25	Thu 7/10/25
99	Curb and Gutter	2 days	Fri 7/11/25	Mon 7/14/25
100	Finish Grade	1 day	Tue 7/15/25	Tue 7/15/25
101	Sidewalk	3 days	Wed 7/16/25	Fri 7/19/25
102				
103	Corner (SE, 3rd and Idaho)	10 days	Wed 3/5/25	Tue 3/19/25
104	Demo	2 days	Wed 3/5/25	Thu 3/6/25
105	Rough Grading	1 day	Fri 3/7/25	Fri 3/7/25
106	Curb Prep	1 day	Mon 3/10/25	Mon 3/10/25
107	Curb and Gutter	2 days	Tue 3/11/25	Wed 3/12/25
108	Finish Grade	1 day	Thu 3/13/25	Thu 3/13/25
109	Sidewalk	3 days	Fri 3/14/25	Tue 3/19/25
110	Corner (SW, 3rd and Idaho)	10 days	Wed 3/19/25	Tue 4/1/25
111	Demo	2 days	Wed 3/19/25	Thu 3/20/25
112	Rough Grading	1 day	Fri 3/21/25	Fri 3/21/25
113	Curb Prep	1 day	Mon 3/24/25	Mon 3/24/25
114	Curb and Gutter	2 days	Tue 3/25/25	Wed 3/26/25
115	Finish Grade	1 day	Thu 3/27/25	Thu 3/27/25
116	Sidewalk	3 days	Fri 3/28/25	Tue 4/1/25
117	Corner (NW, 3rd and Idaho)	10 days	Wed 4/2/25	Tue 4/19/25
118	Demo	2 days	Wed 4/2/25	Thu 4/3/25
119	Rough Grading	1 day	Fri 4/4/25	Fri 4/4/25
120	Curb Prep	1 day	Mon 4/7/25	Mon 4/7/25
121	Curb and Gutter	2 days	Tue 4/8/25	Wed 4/9/25
122	Finish Grade	1 day	Thu 4/10/25	Thu 4/10/25
123	Sidewalk	3 days	Fri 4/11/25	Tue 4/15/25
124				
125	Corner (SE, 3rd and Bannock)	10 days	Tue 3/25/25	Mon 4/7/25
126	Demo	2 days	Tue 3/25/25	Wed 3/26/25
127	Rough Grading	1 day	Thu 3/27/25	Thu 3/27/25
128	Curb Prep	1 day	Fri 3/28/25	Fri 3/28/25
129	Curb and Gutter	2 days	Mon 3/31/25	Tue 4/1/25
130	Finish Grade	1 day	Wed 4/2/25	Wed 4/2/25
131	Sidewalk	3 days	Thu 4/3/25	Mon 4/7/25
132	Corner (SW, 3rd and Bannock)	10 days	Tue 4/8/25	Mon 4/21/25
133	Demo	2 days	Tue 4/8/25	Wed 4/9/25
134	Rough Grading	1 day	Thu 4/10/25	Thu 4/10/25
135	Curb Prep	1 day	Fri 4/11/25	Fri 4/11/25



EXHIBIT F - SCHEDULE

3rd STREET
STREETSCAPES IMPROVEMENTS
JEFFERSON TO GROVE
SCHEDULE
08/26/2024

CUHO CORP
 410 STATE ST, STE G
 EAGLE, IDAHO 83616

ID	Task Name	Duration	Start	Finish
136	Curb and Gutter	2 days	Mon 4/14/25	Tue 4/15/25
137	Finish Grade	1 day	Wed 4/16/25	Wed 4/16/25
138	Sidewalk	3 days	Thu 4/17/25	Mon 4/21/25
139	Corner (NW, 3rd and Bannock)	44 days	Tue 4/22/25	Fri 6/20/25
140	Demo	2 days	Tue 4/22/25	Wed 4/23/25
141	Rough Grading	1 day	Thu 4/24/25	Thu 4/24/25
142	Curb Prep	1 day	Fri 4/25/25	Fri 4/25/25
143	Curb and Gutter	2 days	Mon 4/28/25	Tue 4/29/25
144	Finish Grade	1 day	Wed 4/30/25	Wed 4/30/25
145	Sidewalk	3 days	Thu 5/1/25	Mon 5/5/25
146				
147	Corner (SE, 3rd and Jefferson)	10 days	Mon 4/28/25	Fri 5/9/25
148	Demo	2 days	Mon 4/28/25	Tue 4/29/25
149	Rough Grading	1 day	Wed 4/30/25	Wed 4/30/25
150	Curb Prep	1 day	Thu 5/1/25	Thu 5/1/25
151	Curb and Gutter	2 days	Fri 5/2/25	Mon 5/5/25
152	Finish Grade	1 day	Tue 5/6/25	Tue 5/6/25
153	Sidewalk	3 days	Wed 5/7/25	Fri 5/9/25
154	Corner (SW, 3rd and Jefferson)	10 days	Mon 5/12/25	Fri 5/23/25
155	Demo	2 days	Mon 5/12/25	Tue 5/13/25
156	Rough Grading	1 day	Wed 5/14/25	Wed 5/14/25
157	Curb Prep	1 day	Thu 5/15/25	Thu 5/15/25
158	Curb and Gutter	2 days	Fri 5/16/25	Mon 5/19/25
159	Finish Grade	1 day	Tue 5/20/25	Tue 5/20/25
160	Sidewalk	3 days	Wed 5/21/25	Fri 5/23/25
161	Corner (NW, 3rd and Jefferson)	20 days	Mon 5/26/25	Fri 6/20/25
162	Demo	2 days	Mon 5/26/25	Tue 5/27/25
163	Rough Grading	1 day	Wed 5/28/25	Wed 5/28/25
164	Curb Prep	1 day	Thu 5/29/25	Thu 5/29/25
165	Curb and Gutter	2 days	Fri 5/30/25	Mon 6/2/25
166	Finish Grade	1 day	Tue 6/3/25	Tue 6/3/25
167	Sidewalk	3 days	Wed 6/4/25	Fri 6/6/25
168	Corner (NE, 3rd and Jefferson)	10 days	Mon 6/9/25	Fri 6/20/25
169	Demo	2 days	Mon 6/9/25	Tue 6/10/25
170	Rough Grading	1 day	Wed 6/11/25	Wed 6/11/25
171	Curb Prep	1 day	Thu 6/12/25	Thu 6/12/25
172	Curb and Gutter	2 days	Mon 6/16/25	Mon 6/16/25
173	Finish Grade	1 day	Tue 6/17/25	Tue 6/17/25
174	Sidewalk	3 days	Wed 6/18/25	Fri 6/20/25
175	Substantial Completion	0 days	Fri 6/20/25	Fri 6/20/25
176	Punch List	20 days	Mon 9/1/25	Fri 9/26/25

**3rd STREET
 STREETSCAPES IMPROVEMENTS
 JEFFERSON TO GROVE
 SCHEDULE
 08/26/2024**

EXHIBIT F - SCHEDULE



ID	Task Name	Duration	Start	Finish	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025
177	Completion Date	0 days	Tue 9/30/25	Tue 9/30/25	27 3 10 17 24 1 8 15 22 29 5 12 19 26 2 9 16 23 2 9 16 23 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										



CCDC 3rd St. Streetscape Improvements Project

EXHIBIT G – DRAWING LOG

#	Discipline	Drawing No.	Drawing Title	Revision	Drawing Date
1	Architectural	A0.0	COVER SHEET	0	10/9/2024
2	Civil	C1.0	GENERAL INFORMATION AND NOTES	0	10/9/2024
3	Civil	C2.0	OVERALL SITE AND SURVEY CONTROL	0	10/9/2024
4	Civil	C3.1	DEMOLITION PLAN	0	10/9/2024
5	Civil	C3.2	DEMOLITION PLAN	0	10/9/2024
6	Civil	C3.3	DEMOLITION PLAN	0	10/9/2024
7	Civil	C3.4	DEMOLITION PLAN	0	10/9/2024
8	Civil	C3.5	DEMOLITION PLAN	0	10/9/2024
9	Civil	C3.6	DEMOLITION PLAN	0	10/9/2024
10	Civil	C3.7	DEMOLITION PLAN	0	10/9/2024
11	Civil	C3.8	DEMOLITION PLAN	0	10/9/2024
12	Civil	C3.9	DEMOLITION PLAN	0	10/9/2024
13	Civil	C4.1	CIVIL PLAN	0	10/9/2024
14	Civil	C4.2	CIVIL PLAN	0	10/9/2024
15	Civil	C4.3	CIVIL PLAN	0	10/9/2024
16	Civil	C4.4	CIVIL PLAN	0	10/9/2024
17	Civil	C4.5	CIVIL PLAN	0	10/9/2024
18	Civil	C4.6	CIVIL PLAN	0	10/9/2024
19	Civil	C4.7	CIVIL PLAN	0	10/9/2024
20	Civil	C4.8	CIVIL PLAN	0	10/9/2024
21	Civil	C4.9	CIVIL PLAN	0	10/9/2024
22	Civil	C5.1	GRADING PLAN	0	10/9/2024
23	Civil	C5.2	GRADING PLAN	0	10/9/2024
24	Civil	C5.3	GRADING PLAN	0	10/9/2024



25	Civil	C5.4	GRADING PLAN	0	10/9/2024
26	Civil	C5.5	GRADING PLAN	0	10/9/2024
27	Civil	C5.6	GRADING PLAN	0	10/9/2024
28	Civil	C5.7	GRADING PLAN	0	10/9/2024
29	Civil	C5.8	GRADING PLAN	0	10/9/2024
30	Civil	C5.9	GRADING PLAN	0	10/9/2024
31	Civil	C6.1	UTILITY PLAN	0	10/9/2024
32	Civil	C6.2	UTILITY PLAN	0	10/9/2024
33	Civil	C6.3	UTILITY PLAN	0	10/9/2024
34	Civil	C6.4	UTILITY PLAN	0	10/9/2024
35	Civil	C6.5	UTILITY PLAN	0	10/9/2024
36	Civil	C6.6	UTILITY PLAN	0	10/9/2024
37	Civil	C6.7	UTILITY PLAN	0	10/9/2024
38	Civil	C6.8	UTILITY PLAN	0	10/9/2024
39	Civil	C6.9	UTILITY PLAN	0	10/9/2024
40	Civil	CD1.1	CIVIL DETAILS	0	10/9/2024
41	Civil	CD2.1	SILVA CELL DETAILS	0	10/9/2024
42	Civil	CD2.2	SILVA CELL DETAILS	0	10/9/2024
43	Civil	CD2.3	SILVA CELL LAYOUT PLAN	0	10/9/2024
44	Civil	CD2.4	SILVA CELL LAYOUT PLAN	0	10/9/2024
45	Civil	CD3.1	CONCRETE PAVEMENT PLAN	0	10/9/2024
46	Civil	CD3.2	CONCRETE PAVEMENT DETAILS	0	10/9/2024
47	Civil	CD4.1	SIGNAL DETAILS	0	10/9/2024
48	Civil	CD5.1	FIBER OPTIC CONDUIT DETAILS	0	10/9/2024
49	SWPPP	ESC1	EROSION AND SEDIMENT CONTROL PLAN	0	10/9/2024
50	SWPPP	ESC2	EROSION AND SEDIMENT CONTROL DETAILS	0	10/9/2024
51	Landscape	L1.1	STREETSCAPE PLAN	0	10/9/2024
52	Landscape	L1.2	STREETSCAPE PLAN	0	10/9/2024
53	Landscape	L1.3	STREETSCAPE PLAN	0	10/9/2024



54	Landscape	L1.4	STREETSCAPE PLAN	0	10/9/2024
55	Landscape	L1.5	STREETSCAPE PLAN	0	10/9/2024
56	Landscape	L1.6	STREETSCAPE PLAN	0	10/9/2024
57	Landscape	L1.7	STREETSCAPE PLAN	0	10/9/2024
58	Landscape	L1.8	STREETSCAPE PLAN	0	10/9/2024
59	Landscape	L1.9	STREETSCAPE PLAN	0	10/9/2024
60	Landscape	L2.1	STREETSCAPE NOTES	0	10/9/2024
61	Landscape	L2.2	STREETSCAPE DETAILS	0	10/9/2024
62	Electrical	EG-1	ELECTRICAL COVER SHEET	0	10/9/2024
63	Electrical	EG-2	ELECTRICAL SPECIFICATIONS	0	10/9/2024
64	Electrical	EG-3	ELECTRICAL SPECIFICATIONS	0	10/9/2024
65	Electrical	EG-4	ELECTRICAL SPECIFICATIONS	0	10/9/2024
66	Electrical	EG-5	ELECTRICAL SPECIFICATIONS	0	10/9/2024
67	Electrical	EG-6	ELECTRICAL SPECIFICATIONS	0	10/9/2024
68	Electrical	EG-7	ELECTRICAL SPECIFICATIONS	0	10/9/2024
69	Electrical	E2.1	ELECTRICAL PLAN	0	10/9/2024
70	Electrical	E2.2	ELECTRICAL PLAN	0	10/9/2024
71	Electrical	E2.3	ELECTRICAL PLAN	0	10/9/2024
72	Electrical	E2.4	ELECTRICAL PLAN	0	10/9/2024
73	Electrical	E2.5	ELECTRICAL PLAN	0	10/9/2024
74	Electrical	E2.6	ELECTRICAL PLAN	0	10/9/2024
75	Electrical	E2.7	ELECTRICAL PLAN	0	10/9/2024
76	Electrical	E2.8	ELECTRICAL PLAN	0	10/9/2024
77	Electrical	E2.9	ELECTRICAL PLAN	0	10/9/2024

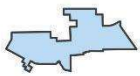


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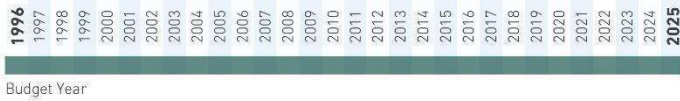


DATE: November 12, 2024
TO: Latonia Haney Keith, Chair
 Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

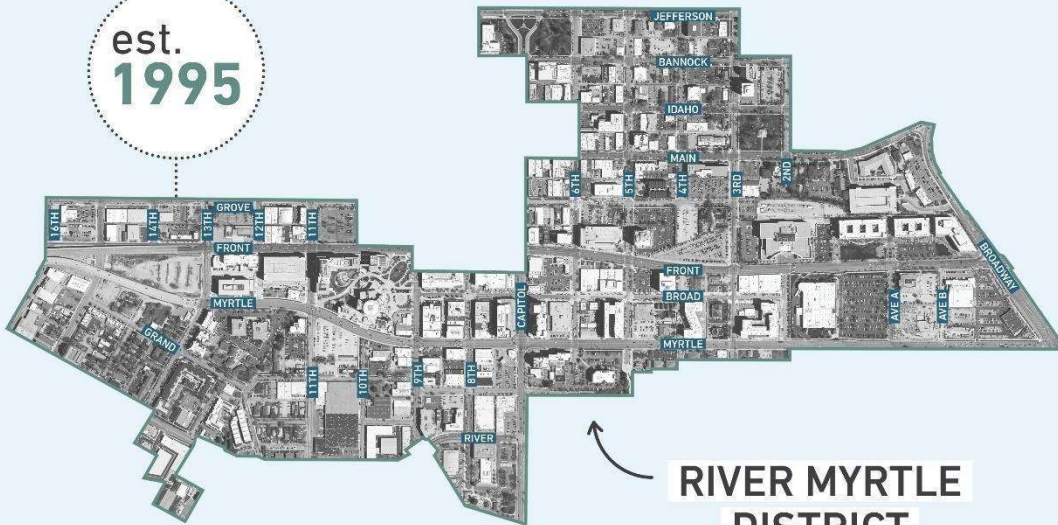
RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



est.
1995



DISTRICT MAP





Economic Development

150 S. 5th St. - CW Moore Park Improvements – PP Type 4 Partnership with Boise Parks:

A partnership with Boise Parks and Recreation to upgrade CW Moore Park. The Agency is working with the Parks department to help fund the improvements, not to exceed \$350,000. The Board approved the project in May 2022 for T4 Agreement Designation and approved the T4 Agreement in May 2024. Boise City Council approved the construction contract in October 2024 and the Agency is coordinating with the City of Boise Parks and Recreation on project timelines for construction. *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*

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 are complete and the Agency is awaiting reimbursement documentation. *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. Construction of the eligible public improvements are underway. *Project Lead: Amy Fimbel*

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, design review approval, and construction documents. 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

PARTICIPATION PROGRAM

Type 1: One-time assistance. Reimbursements up to \$200k for eligible expenses. Developer-matched.

Type 2: General assistance. Reimbursed by project-generated tax increment revenue. Scorecard dependent.

Type 3: Transformative Assistance. Large-scale or unproven projects. Often includes public parking. \$6 private to \$1 public minimum investment required.

Type 4: Capital Improvement Coordination. Most often used for public/public projects.

Type 5: Disposition of CCDC-owned property.



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 and later approved a second amendment for GMP 2 at the October 2024 Board meeting. The approval of GMP 2 accepted the construction of the full scope of improvements. Construction began on October 31st with crews setting up traffic control, including pedestrian and vehicle detours. The first phase of construction will begin on the west side of Capitol Boulevard, spanning from the Boise River to River Street. *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 November 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. Final punchlist items are being addressed as part of project closeout. *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 hosted 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. *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 completed construction documents in October 2024. The project is being bid by the CM/GC, Guho Corp., and construction is planned to start after the first of the year. *Project Lead: Toby Norton*

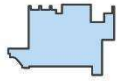
Special Projects

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*

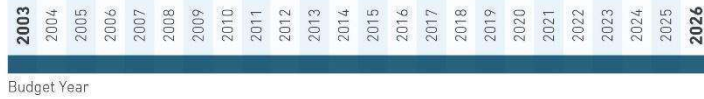
RMOB Public Art - Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History has requested assistance to re-wrap traffic boxes that need replacement. There are fifteen traffic boxes in the river-Myrtle/Old Boise District that need replacement. The project was designated as eligible 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*

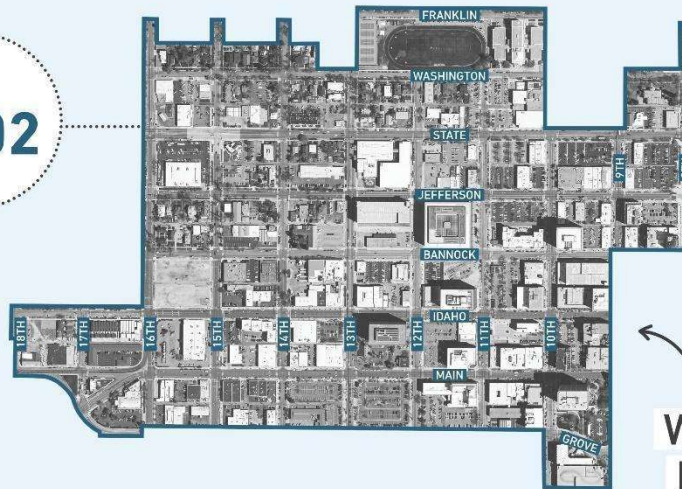
WESTSIDE DISTRICT



157 ACRES



est.
2002



WESTSIDE DISTRICT

DISTRICT MAP



Economic Development

Block 68 Catalytic Redevelopment Project: In December 2021, following a competitive Request for Proposals ("RFP") process 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. 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. Shortly thereafter, the Developer requested an extension to the Outside Closing Date in the DDAs to October 14, which was recognized by CCDC staff. The Board received an update on the project's status and the developer's requests at its August 12 meeting. CCDC and the YMCA closed on the land exchange on September 30, 2024. During the time of the extension, Developer notified CCDC that it would not be possible to develop the Workforce Housing Project within the term of the Westside District. Without the workforce or senior housing, the proposed projects were no longer responsive to or in alignment with the original RFP, the Developers proposal, or the DDAs. CCDC and Developer negotiated Mutual Termination and Release Agreements for both DDAs which the Board will consider at its November meeting. *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 personnel utilizing a small office space on the second floor. The Agency converted the parking lots on each side of the building to public parking, with a \$5 flat fee and a payment system through ParkMobile. In October 2024, the parking rate was increased to \$8/day to address demand and bring pricing in line with other paid parking facilities in the vicinity. The Car Park manages the lot. No significant maintenance items to report. *Project Lead: Amy Fimbel/Aaron Nelson*

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. The project broke ground at the beginning of October. *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 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

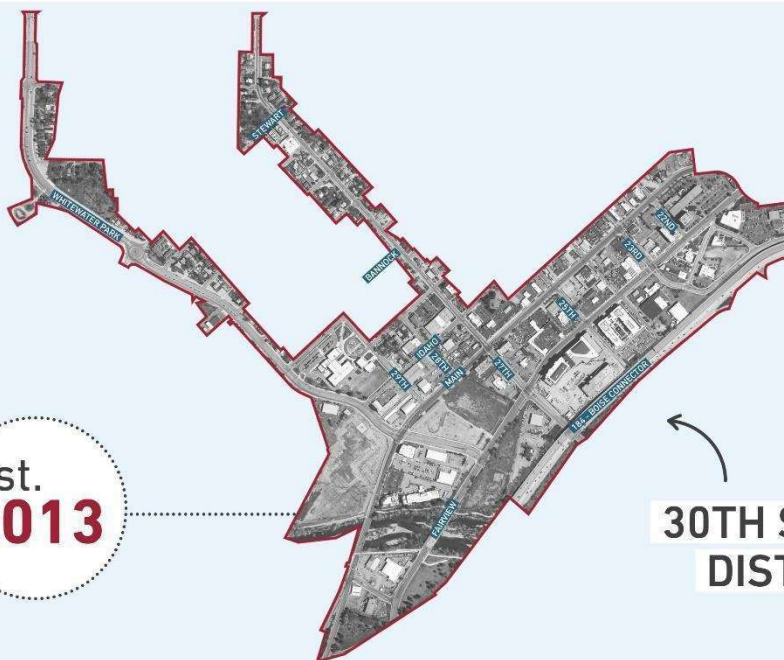
Westside Public Art – Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History requested assistance to re-wrap traffic boxes that need replacement. There are seventeen traffic boxes in the Westside District that need replacement. The project was designated as eligible for Type 4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

Westside Public Art – Deferred Maintenance - PP Type 4: Boise City Department of Arts & History has requested assistance to repair two public art installations in the Westside District. The project was designated as eligible for Type 4 Capital Project Coordination Assistance at the October 2023 Board Meeting. The final agreement was approved by the Board in April 2024. *Project Lead: Megan Pape*

30TH STREET DISTRICT



213 ACRES



est.
2013

30TH STREET DISTRICT

DISTRICT MAP



Economic Development

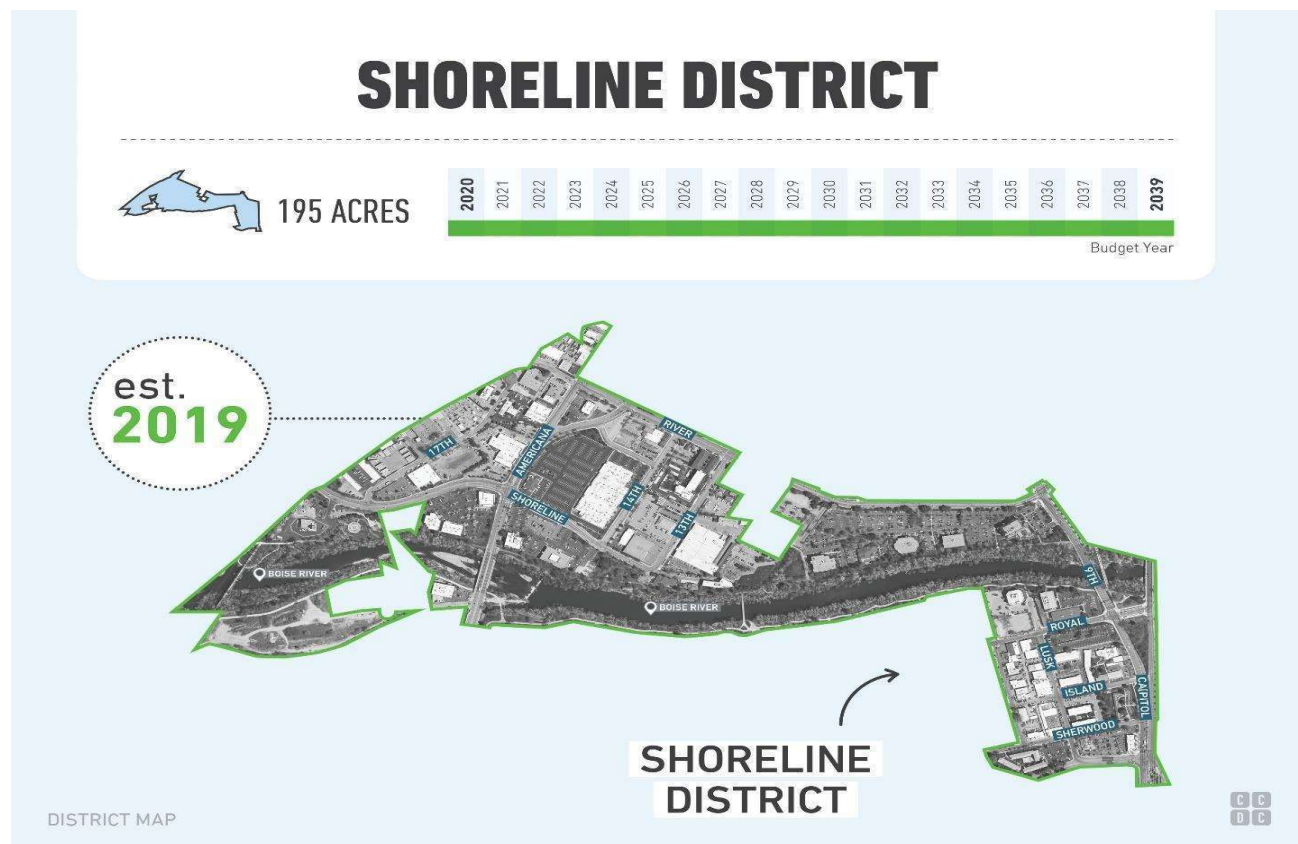
2618 W. Fairview Ave. - LOCAL Fairview - PP Type 2: Subtext plans to construct this seven-story, 271-unit, mixed-use project. The development will have approximately 8,500 square feet of ground floor commercial space with the existing Capri Restaurant retained and incorporated into the design. The public improvements eligible for CCDC reimbursement include streetscapes along Fairview Avenue and 27th Street. Utility upgrades and expansion work includes upgrading and undergrounding power, new underground fiber, and phone lines, and expanding the sewer mainline. Total Development Costs are estimated at \$81 million, and Eligible Expenses at \$1.2 million. The Board approved a final agreement in April 2023. *Project Lead: Corrie Brending*

114 N. 23rd St. – New Path 2 – PP Type 3: This second phase of New Path is a permanent supportive housing development comprised of 96 multi-family units and space for ancillary support services. This Second phase of New Path 2 is a permanent supportive housing development comprised of 96 multi-family units and space for ancillary support services. This project is being developed by Pacific West Communities, Inc. with Low-Income Housing Tax Credits (LIHTC) and support from the City of Boise. This development will provide affordable housing for individuals and couples who are experiencing homelessness or facing homelessness and earning less than 60% of the area median income for Ada County, though residents will be earning substantially below this. There is an estimated \$250,000 in eligible expenses for streetscape

and public utility upgrades. The Board designated the project for Type 3 Transformative Assistance participation in May 2023 and approved a final agreement in October 2023. Construction of New Path 2 started in October. *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*



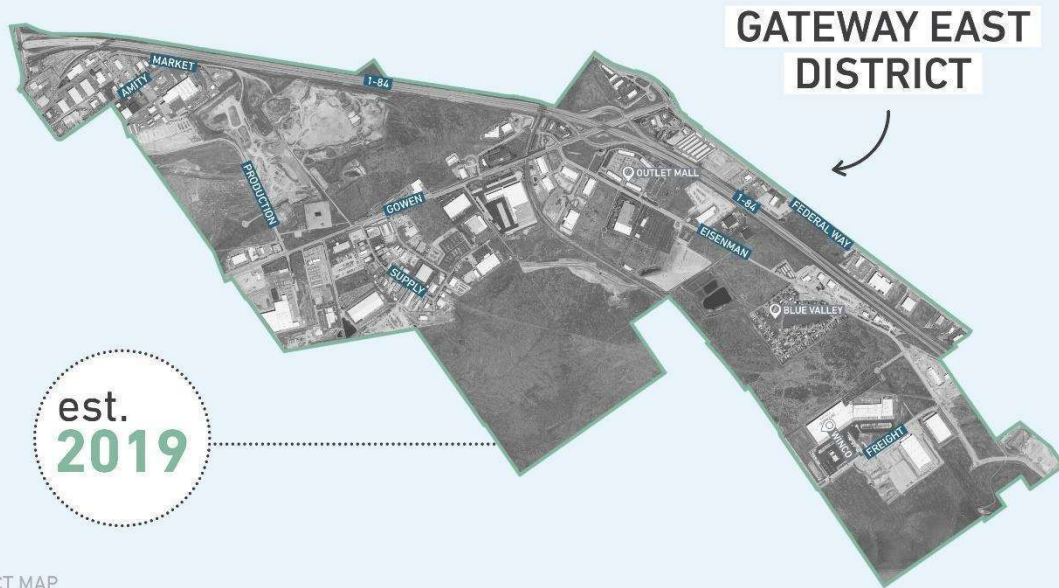
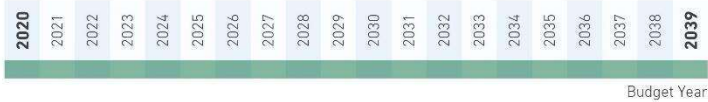
Economic Development

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



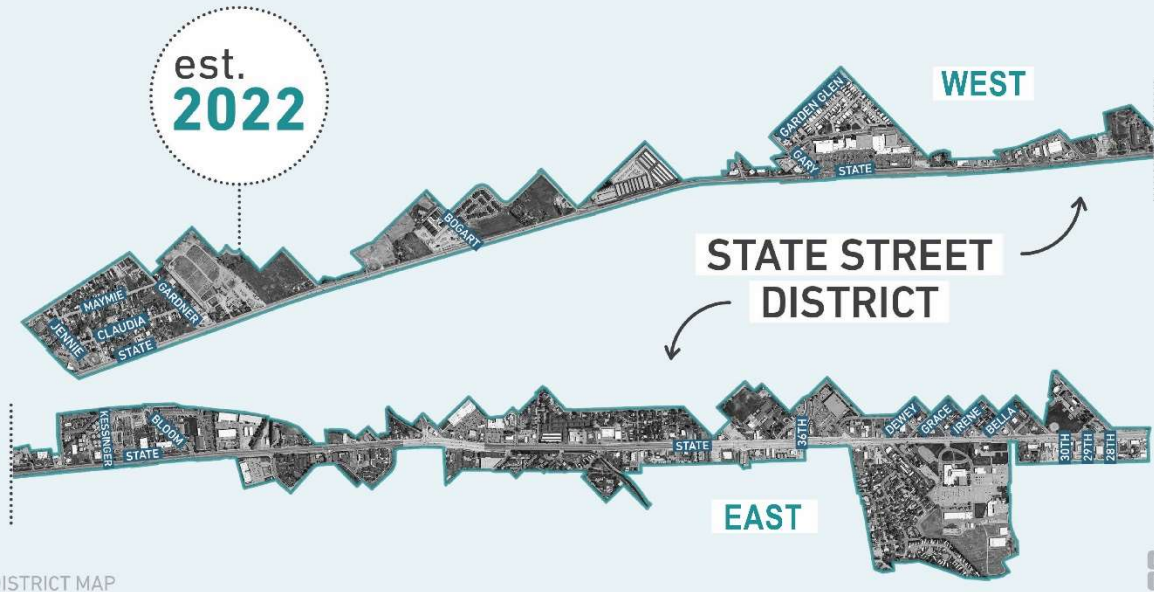
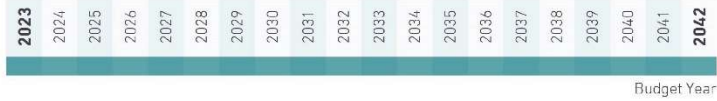
Economic Development

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 Board approved the Type 4 Designation in October. Staff is working with Lincoln Property Company on the final agreement. *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. An amendment was approved by the Board in October to include Building 4 in the agreement with expected completion in March of 2026. *Project Lead: Corrie Brending*

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, with completion expected in Spring/Summer 2025. *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 replacement parts are no longer available. The Agency advertised a RFP and a Pre-bid meeting was held on February 20, 2024. 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 underway. The lead time to receive the necessary parts for the elevator modernization is 28 weeks with delivery



anticipated in late December 2024. Barrier is constructing the new elevator control room on the first floor of the garage, 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 and corrosion. 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 work was completed in October 2024. Total cost is \$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. Four proposals were received by the deadline. 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