

BOARD OF COMMISSIONERS MEETING February 10, 2025

BOISE, ID 83702

CAPITAL CITY DEVELOPMENT CORPORATION

Board of Commissioners Meeting Board Room, Fifth Floor, 121 N. 9th Street February 10, 2025, 12 p.m.

Live stream available at https://ccdcboise.com/board-of-commissioners/

AGENDA

l.	CALL TO ORDER	Chair Haney Keith
II.	ACTION ITEM: AGENDA CHANGES OR ADDITIONS	Chair Haney Keith
III.	WORK SESSION	
	A. River Myrtle-Old Boise District Sunset Update	Joey Chen (5 minutes)
IV.	ACTION ITEM: CONSENT AGENDA	
	A. Expenses 1. Approve Paid Invoice Report for January 2025	
	B. Minutes and Reports 1. Approve Meeting Minutes for January 13, 2025	

- C. Other
 - 1. Approve Resolution 1912: 1620 N. 31st St., 31st Street Apartments. Type 1 Participation Agreement with Tai June Properties, LLC
 - 2. Approve Resolution 1911: Amendments to Four (4) T4 Participation Agreements with Boise City Department of Arts & History
 - 3. Approve Resolution 1916: 951 E. Gowen Rd., Red River Logistics and Commerce Centers. Amendment 3 to the Type 2 Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC

V. ACTION ITEM

- A. CONSIDER Annual Independent Audit of FY 2024 Financial Statements

 Kevin Smith, Eide Bailly (5 minutes)
- C. CONSIDER Proposed FY 2025 State Street District Amended BudgetJoey Chen (5 minutes)
- D. CONSIDER Resolution 1913: 1010 W. Jefferson Street Parking Facility. Task Order 24-002 for Professional Design Services with KPFF, Inc......Alexandra Monjar, Kassi Brown (10 minutes)

VI. ADJOURN

This meeting will be conducted in compliance with the Idaho Open Meetings Law and 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, Boise, Idaho or (208) 384-4264 (TTY Relay 1-800-377-3529).

Viewing Remotely: Members of the public may view the meeting with a smartphone or computer by clicking the link provided at https://ccdcboise.com/board-of-commissioners/. CCDC strives to make its public Board Meetings available to view remotely but cannot guarantee access due to platform failure, internet disruptions, or other technology malfunctions.



II. AGENDA CHANGES/ ADDITIONS



III. WORK SESSION



IV. CONSENT AGENDA



Paid Invoice Report
For the Period: 1/1/2025 through 1/31/2025

Payee	Description	Payment Date	Amount
Debt Service:			
	-	Total Debt Payments:	
Payroll:			
457(b)	Retirement Payment	1/8/2025	1,860.04
CCDC Employees	Direct Deposits Net Pay	1/8/2025	48,313.94
EFTPS - IRS	Federal Payroll Taxes	1/8/2025	19,728.92
Idaho State Tax Commission	State Payroll Taxes	1/8/2025	2,960.00
PERSI	Retirement Payment	1/8/2025	25,728.26
457(b)	Retirement Payment	1/22/2025	1,860.04
CCDC Employees	Direct Deposits Net Pay	1/22/2025	48,363.99
EFTPS - IRS	Federal Payroll Taxes	1/22/2025	19,735.92
Idaho State Tax Commission	State Payroll Taxes	1/22/2025	2,963.00
PERSI	Retirement Payment	1/20/2025	25,668.26
	То	tal Payroll Payments:	197,182.37
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	1/31/2025	3,850,838.21
	Total Ca	ash Disbursements:	\$ 4,048,020.58
I have reviewe	Total Ca d and approved all cash disbursements in the		\$ 4,048,020.58
I have reviewe			\$ 4,048,020.58
<i>I have reviewe</i> Joey Chen		month listed above. John Brunelle	\$ 4,048,020.58
Joey Chen		month listed above.	\$ 4,048,020.58
		month listed above. John Brunelle	\$ 4,048,020.58

CAPITAL CITY DEVELOPMENT CORP

Paid Invoice Report - Updated for Board

Page: Check issue dates: 1/1/2025 - 1/31/2025 Jan 31, 2025 04:35PM

Report Criteria:

Summary report type printed

Check.Voided = no

Name	Check Amount	Check Issue Date
Abbey Louie LLC	6,000.00	01/31/2025
Total Abbey Louie LLC:	6,000.00	
Acme Fast Freight	2,460.66	01/30/2025
Total Acme Fast Freight:	2,460.66	
Atlas Technical Consultants LLC	437.40 1,031.10	01/30/2025 01/30/2025
Total Atlas Technical Consultants LLC:	1,468.50	
Blue Cross of Idaho	36,757.02	01/01/2025
Total Blue Cross of Idaho:	36,757.02	
Boise City Utility Billing	10.72	01/27/2025
Total Boise City Utility Billing:	10.72	
Boxcast Inc	50.24	01/30/2025
Total Boxcast Inc:	50.24	
Cable ONE	111,789.88	01/29/2025
Total Cable ONE:	111,789.88	
Canto Inc.	9,922.50	01/31/2025
Total Canto Inc.:	9,922.50	
Capitol Landscape Inc.	810.00	01/30/2025
Total Capitol Landscape Inc.:	810.00	
Car Park	186,137.98	01/31/2025
Total Car Park:	186,137.98	
Caselle Inc.	928.00	01/01/2025
Total Caselle Inc.:	928.00	
City of Boise	645.71 3,805.25	01/29/2025 01/29/2025

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Paid Invoice Report - Updated for Board Check issue dates: 1/1/2025 - 1/31/2025

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	Check issue dates. If it/2020		Jan 31, 2023 04.331 W
Name	Check Amount	Check Issue Date	
Total City of Boise:	4,450.96		
Community Planning Assoc	2,525.00	01/30/2025	
Total Community Planning Assoc:	2,525.00		
Crane Alarm Service	155.00 155.00 155.00 195.00 40.00 155.00 972.50 1,296.25 155.00 465.00 193.75	01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025	
Total Crane Alarm Service:	4,092.50		
CSHQA	2,528.00 9,985.88	01/31/2025 01/31/2025	
Total CSHQA:	12,513.88		
Desman Inc	6,000.00	01/31/2025	
Total Desman Inc:	6,000.00		
Eide Bailly LLP	975.00	01/30/2025	
Total Eide Bailly LLP:	975.00		
Elam & Burke P.A.	344.50 1,086.50 556.50 1,618.15 583.00 79.50 53.00	01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025	
Total Elam & Burke P.A.:	4,321.15		
Fimbel Amy	62.98	01/17/2025	
Total Fimbel Amy:	62.98		
Guho Corp.	553,829.01 271,630.30 498,061.70 20,540.50	01/31/2025 01/31/2025 01/31/2025 01/31/2025	

CAPITAL CITY DEVELOPMENT CORP	Paid Invoice Report - Updated for Board	Page: 3
	Check issue dates: 1/1/2025 - 1/31/2025	Jan 31, 2025 04:35PM

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Name	Check Amount	Check Issue Date	
	321,483.89 38,096.50 438,398.60 483,504.70	01/31/2025 01/31/2025 01/31/2025 01/31/2025	
Total Guho Corp.:	2,625,545.20		
HRA VEBA Plan	17,457.09 6,937.13	01/31/2025 01/31/2025	
Total HRA VEBA Plan:	24,394.22		
Hummel Architects PLLC	299.30	01/30/2025	
Total Hummel Architects PLLC:	299.30		
Idaho Power	344,389.00 6.98	01/15/2025 01/22/2025	
Total Idaho Power:	344,395.98		
Idaho Records Management LLC	55.00	01/30/2025	
Total Idaho Records Management LLC:	55.00		
Jackson Jenn	47.97	01/17/2025	
Total Jackson Jenn:	47.97		
Jensen Belts Associates	21,738.91 8,358.50	01/31/2025 01/31/2025	
Total Jensen Belts Associates:	30,097.41		
Kimley-Horn and Associates Inc	2,908.80	01/30/2025	
Total Kimley-Horn and Associates Inc:	2,908.80		
Kittelson & Associates Inc.	267.50	01/30/2025	
Total Kittelson & Associates Inc.:	267.50		
Lunation Communications LLC	3,687.50	01/30/2025	
Total Lunation Communications LLC:	3,687.50		
McAlvain Construction Inc.	11,700.20 13,664.00	01/31/2025 01/31/2025	
Total McAlvain Construction Inc.:	25,364.20		
Nations Roof LLC	1,650.00	01/30/2025	

CAPITAL CITY DEVELOPMENT CORP	Paid Invoice Report - Updated for Board	Page: 4
	Check issue dates: 1/1/2025 - 1/31/2025	Jan 31, 2025 04:35PM

Name	Check Amount	Check Issue Date
Total Nations Roof LLC:	1,650.00	
Pro Care Landscape Management	468.71 490.00 77.45 55.00 64.98 74.94 60.00	01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025 01/30/2025
Total Pro Care Landscape Management:	1,291.08	
Rim View LLC	16,664.09	01/01/2025
Total Rim View LLC:	16,664.09	
Scheidt & Bachmann USA Inc.	2,439.55	01/30/2025
Total Scheidt & Bachmann USA Inc.:	2,439.55	
Schlake Marie	9.95	01/08/2025
Total Schlake Marie:	9.95	
Security LLC - Plaza 121	14,859.33 459.53	01/01/2025 01/29/2025
Total Security LLC - Plaza 121:	15,318.86	
SMJ Consulting	500.00	01/30/2025
Total SMJ Consulting:	500.00	
Stability Networks Inc.	4,900.00 135.00 526.14	01/31/2025 01/31/2025 01/31/2025
Total Stability Networks Inc.:	5,561.14	
Syringa Networks LLC	655.70 55,593.40	01/30/2025 01/16/2025
Total Syringa Networks LLC:	56,249.10	
The Land Group Inc.	4,661.00 11,360.00 3,286.25	01/31/2025 01/31/2025 01/31/2025
Total The Land Group Inc.:	19,307.25	
The Potting Shed	65.00	01/29/2025

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Paid Invoice Report - Updated for Board Check issue dates: 1/1/2025 - 1/31/2025

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Name	Check Amount	Check Issue Date
Total The Potting Shed:	65.00	
Treasure Valley Coffee Inc	120.95	01/30/2025
Total Treasure Valley Coffee Inc:	120.95	01/30/2023
United Heritage	1,929.51	01/01/2025
-	1,929.51	01/01/2023
Total United Heritage:		04/09/2025
US Bank - Credit Cards	9,844.94	01/08/2025
Total US Bank - Credit Cards:	9,844.94	
Valley Regional Transit	116,619.00	01/31/2025
Total Valley Regional Transit:	116,619.00	
Veolia (Suez Water Idaho)	55.86 32.86 59.39	01/30/2025 01/30/2025 01/30/2025
Total Veolia (Suez Water Idaho):	148.11	
Visionkit Studio LLC	400.00	01/30/2025
Total Visionkit Studio LLC:	400.00	
Wash Worx	2,300.00 350.00 725.00	01/30/2025 01/30/2025 01/30/2025
Total Wash Worx:	3,375.00	
Watson Mary E.	649.86	01/29/2025
Total Watson Mary E.:	649.86	
Western States Equipment	304.99 310.44	01/29/2025 01/29/2025
Total Western States Equipment:	615.43	
Wright Brothers	149,468.25	01/31/2025
Total Wright Brothers:	149,468.25	
Xerox Corporation	271.09	01/30/2025
Total Xerox Corporation:	271.09	

CAPITAL CITY DEVELOPMENT CORP	Paid Invoice Report - Upda Check issue dates: 1/1/202		Page: 6 Jan 31, 2025 04:35PM
Name	Check Amount	Check Issue Date	
Grand Totals:	3,850,838.21		
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 January 13, 2025

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

Absent: Commissioner Danielle Hurd, Commissioner Meredith Stead, and Commissioner Alexis Townsend.

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

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

It was noted that the Amended Agenda adding Item V(G) was posted more than forty-eight (48) hours prior to the start of the meeting, and that the agenda is amended upon the posting of the Amended Agenda. No further action was required to amend the agenda.

III. WORK SESSION

A. ParkBOI Update

Zach Piepmeyer, Parking & Mobility Director and Eric Selekof, ParkBOI, gave a report.

IV. ACTION ITEM: CONSENT AGENDA

A. Expenses

1. Approve Paid Invoice Report for December 2024

B. Minutes and Reports

1. Approve Meeting Minutes for December 9, 2024

C. Other

1. Approve Resolution 1908: 3rd St Streetscape and Mobility Improvements. Utility Undergrounding Contract with Idaho Power.

2. Approve Resolution 1910: 2392 E. Winco Ct, EastPort Logistics. Type 4 Participation Agreement with EastPort Owner LLC.

Commissioner Perez 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 Perez - Aye Commissioner Stevens - Aye

The motion carried 5 - 0. Commissioner McLean was absent for the vote.

V. ACTION ITEM

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

Chair Haney Keith, gave a report.

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

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

Commissioner Perez seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

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

B. CONSIDER Approve Executive Committee Charge

Chair Haney Keith, gave a report.

Commissioner Haney Keith moved to approve the Executive Committee Charge.

Commissioner Cooper seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

C. CONSIDER Resolution 1909: Approve Vendor Ranking for Parking Access and Revenue Control System (PARCS) Replacement Project

Zach Piepmeyer, Parking & Mobility Director, gave a report.

Commissioner Perez moved to adopt Resolution 1909, approving the Request for Proposal vendor ranking and authorizing the Executive Director to negotiate an agreement with Amano McGann, Inc. for the PARCS Replacement Project.

Commissioner Alexander seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

D. CONSIDER Ratification of 8306 W. State Street Letter of Intent

Corrie Brending, Project Manager – Property Development, gave a report.

Commissioner Perez moved to ratify the Executive Director's signing of the Letter of Intent between LLV II, LLC, and Capital City Development Corporation regarding the real property at 8306 West State Street.

Commissioner Cooper seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

E. CONSIDER Resolution 1907: 521 W. Grove St. Public Space. Amendment No. 1 to the CM/GC Contract with Guho Corp

Toby Norton, Project Manager – Capital Improvements, gave a report.

Commissioner Cooper moved to adopt Resolution No. 1907 authorizing the execution of Amendment No. 1 to the CM/GC Contract with Guho Corp. for the 521 W. Grove St. Public Space project.

Commissioner Alexander seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

F. CONSIDER 1620 N. 31st St., 31st Street Apartments, Type 1 One-Time Assistance with Tai June Properties, LLC

Kassi Brown, Project Manager, gave a report.

Commissioner Cooper moved to direct staff to negotiate a final Type 1 Participation Agreement with Tai June Properties, LLC for future board approval.

Commissioner Perez seconded the motion.

Roll Call:

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

The motion carried 6 - 0.

Commissioner McLean left the meeting at 1:22 p.m.

G. CONSIDER Appoint Replacement Project Review Committee Member

Chair Haney Keith stated a Project Review Committee for the 10th and Jefferson Project was established at the December 9, 2024, Board meeting,

Chair Haney Keith stated she felt it was appropriate to ensure a commissioner with finance expertise was on the Project Review Committee.

Chair Haney Keith nominated Commissioner Cooper to take her place on the Project Review Committee alongside Commissioners Stevens and Townsend.

Commissioner Stevens made a motion to approve Commissioner Cooper to replace Chair Haney Keith on the 10th and Jefferson Project Review Committee.

Commissioner Alexander seconded the motion.

Roll Call:

Commissioner Alexander - Aye Commissioner Cooper - Aye Commissioner Haney Keith - Aye Commissioner Perez - Aye Commissioner Stevens - Aye

The motion carried 5 - 0.

VI. MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Alexander to adjourn the meeting. Commissioner Stevens seconded the motion. Meeting declared adjourned.

The meeting was adjourned at 1:25 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF TOOR CORPORATION ON THE 10TH DAY OF FEBRUARY 20	
	Latonia Haney Keith, Chair

Lauren McLean, Secretary



AGENDA BILL

Agenda Subject: Approve Resolution 1912: 1620 Apartments. Type 1 Participation Properties, LLC		Date: February 10, 2025			
Staff Contact: Kassi Brown, Project Manager	Attachments: 1) Resolution 1912 2) Type 1 Agreement				
Action Requested: Adopt Resolution 1912 approving the Type 1 Participation Agreement with Tai June Properties, LLC and authorizing the Executive Director to execute the Agreement.					

Background:

31st Street Apartments is a proposed residential development located at 1620 N. 31st Street. The project consolidates two parcels and will replace three cottages built in the 1930's. The new construction consists of five residences, each approximately 1,707 square feet with three bedrooms and two and a half bathrooms. Long-term bike storage will be provided, along with nine parking spaces for residents and guests, including two EV parking spots.

The project is being developed by Sanaya and Perzad Avari of Tai June Properties, LLC. The property was purchased in 2018 and is the owner's first development project. Design review approval was obtained in August and construction is anticipated to begin in February 2025, with completion anticipated by the end of the year.

Public improvements for this project include streetscape improvements along 31st and Bella Streets, with new sidewalks, trees and landscaping, as well as improvements to the alleyway and stormwater mitigation upgrades. The developer is also seeking a public easement from the City of Boise to establish a new shared community space at the corner of 31st and Bella Streets.

The CCDC Board of Commissioners designated the project for One-Time Assistance through the Agency's Type 1 program at the January 2025 meeting. Eligible expenses for the public improvements are estimated to be \$157,754.

31st Street Apartments meets the requirements of the Participation Program as approved by the CCDC Board and promotes the objectives of the State Street District Plan including activation and redevelopment of deteriorating sites, advancing economic development, promoting connectivity and mobility and alignment with other redevelopment efforts.

Project Summary:

- Located on the corner of 31st and Bella Street, at 1620 N. 31st Street
- Multi-Family Townhomes totaling 8,538 square-feet
- Five residences, each with three bedrooms and two and a half bathrooms
- Public improvements include new sidewalk, landscaping, trees, public plaza and alleyway improvements
- \$1,500,000 estimated total development costs
- \$157,754 estimated for eligible expenses

Timeline:

- August 23, 2024 Design Review Approval
- October 23, 2024 Type 1 Application Received
- January 13, 2025 Type 1 Designation
- February 10, 2025 Type 1 Agreement Approval
- February 2025 Construction begins
- December 2025 Construction complete
- January 2026 CCDC reimburses Eligible Expenses

Fiscal Notes:

Reimbursement will occur in FY2026 and will not exceed \$157,754 per the Type 1 Agreement. The Agency's Five-Year Capital Improvement Plan programs sufficient funding for this State Street District Type 1 grant.

Staff Recommendation:

Authorize the Executive Director to execute the Type 1 Participation Agreement with Tai June Properties, LLC.

Suggested Motion:

I move to adopt Resolution 1912 approving the Type 1 Participation Agreement with Tai June Properties, LLC and authorizing the Executive Director to execute the Agreement.

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

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

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

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

WHEREAS, Tai June Properties LLC is an Idaho limited liability company which owns or controls certain real property addressed as 1620 North 31st Street, Boise, Idaho, on which it plans to construct five (5) residential units (the "Project"); and,

WHEREAS, as part of the Project, Tai June Properties LLC intends to make streetscape improvements along 31st and Bella Streets, with new sidewalks, trees, and landscaping, as well as improvements to the alleyway and stormwater mitigation upgrades. Tai June Properties LLC is also working to establish a new shared community space at the corner of 31st and Bella Streets; and.

WHEREAS, the Agency Board has adopted the Participation Program Policy which includes the Type 1 Streetscape Grant Program under which the Agency can assist private and public development projects by funding improvements that benefit the public and are located in the public rights-of-way or a permanent public easement area; and,

WHEREAS, Tai June Properties LLC is requesting reimbursement for the Project's public improvements that meet the requirements of the Type 1 Streetscape Grant Participation Program; and,

WHEREAS, the Project is located in the State Street Urban Renewal District (the "District") and will contribute to enhancing and revitalizing the District; and,

RESOLUTION NO. 1912 - 1

WHEREAS, attached hereto as Exhibit A and incorporated herein as if set forth in full is the Type 1 Streetscape Grant Participation Agreement and exhibits thereto with Tai June Properties LLC, whereby Tai June Properties LLC will construct the Public Improvements and the Agency will reimburse certain expenses for Tai June Properties LLC to construct the Public Improvements as specified in the Agreement; and

WHEREAS, the Agency Board finds it in the best public interest to approve the Type 1 Streetscape Grant Participation Agreement with Tai June Properties LLC and to authorize the Agency Executive Director to execute same.

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

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Type 1 Streetscape Grant Participation Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the Type 1 Streetscape Grant Participation Agreement with Tai June Properties LLC and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical corrections to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the February 10, 2025, Agency Board meeting.

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

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 10, 2025. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 10, 2025.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:	By:
By:	_

RESOLUTION NO. 1912 - 2



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

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

RECITALS

- A. Participant owns or controls certain real property addressed as 1620 N. 31st Street, Boise, Idaho 83703 (the "Project Site") which is more accurately depicted on the attached **Exhibit A**.
- B. Participant is building five residential units, each approximately 1,707 square feet with three bedrooms and two and a half bathrooms at the Project Site (the "Project"). The Project is more accurately depicted on the attached **Exhibit B**. The Project is located in the State Street Urban Renewal District ("District").
- C. Under the provisions of the Urban Renewal District Plan ("Plan"), CCDC may enter into cooperative agreements to achieve the objectives of an urban renewal plan. The CCDC Board of Commissioners has adopted the Participation Program Policy which is designed to assist private and public development projects with improvements that benefit the public and which are located in the public rights-of-way or a permanent public easement ("Eligible Expenses").
- D. Public improvements for the Project include streetscape improvements along 31st and Bella Streets, with new sidewalks, trees and landscaping, as well as improvements to the alleyway and stormwater mitigation upgrades. Participant is also working to establish a new shared community space at the corner of 31st and Bella Streets. Participant is seeking reimbursement for these Public Improvements.
- E. The Project meets the requirements of the Type 1 Participation Program and also promotes the CCDC objectives of the Plan including activation and redevelopment of deteriorating sites, advancing economic development, promoting connectivity and mobility, and alignment with other redevelopment efforts in the area. The Eligible Expenses are depicted on the Public Improvement Plans on the attached **Exhibit C**.
- F. CCDC deems it appropriate to assist the development of the Project to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program Policy.

AGREEMENT

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

- 1. <u>Effective Date and Term</u>. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) eighteen (18) months from the Effective Date, whichever comes first. At CCDC's sole discretion an extension may be granted for a period not to exceed 180 days.
- **2.** <u>Construction of the Project.</u> Participant agrees to construct the Project consistent with the following:
 - a. The Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards.
 - b. The Parties agree that the Project is depicted on **Exhibit B and Exhibit C**, with cost estimates for Eligible Expenses described in the Schedule of Eligible Expenses in **Exhibit D**. Any other public improvements that are constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.
 - c. A certain portion of proposed public improvements will require a public easement as depicted on **Exhibit E**. The public easement must be recorded in the records of Ada County in order for the improvements within the easement area to be deemed eligible for reimbursement under this agreement. Both parties agree that it's the Participant's responsibility to obtain necessary easements.
- **3.** <u>Initial Construction Funding.</u> Participant shall pay for all of the costs of construction for the Project. CCDC acknowledges that the Schedule of Eligible Expenses attached as <u>Exhibit D</u> is an estimate and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.
- **4.** <u>Notification of Completion; Inspection.</u> Upon completion of the Project, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, inspector approval or closed permit documentation, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.
- 5. <u>Determining Actual Payment after Completion of Construction</u>. Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for Eligible Expenses in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Project is complete and shall include:

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

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

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

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant

CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

- 6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant Actual Eligible Expenses not to exceed ONE HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS (\$157,754). Actual Eligible Expenses do not include soft costs such as architectural and engineering design, permits, traffic control, and mobilization. The payment for this Type 1 Agreement will be made as a one-time reimbursement.
- 7. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 2, 5 and 6 no later than thirty (30) days after completion of all of the following:
 - a. Project construction is complete and meets the specifications as described in the Recitals section of this Agreement and as shown in **Exhibit B**.
 - b. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.
 - c. Participant provides CCDC with documentation of dollar for dollar match of Participant's public to private investment.
 - d. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement.

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

- 8. <u>Subordination of Reimbursement Obligations</u>. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Urban Renewal District Area or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.
- 9. <u>Default.</u> Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.
- **10.** <u>Captions and Headings</u>. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.
- 11. <u>No Joint Venture or Partnership</u>. CCDC and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Participant a joint venture or partners. Participant must waive any vested interest rights granted by public utilities that would be paid by subsequent development and provide documentation that the interest has been waived.
- **12.** Successors and Assignment. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.
- 13. <u>Notices and Receipt</u>. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express) with postage or delivery charges prepaid and return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant: Tai June Properties LLC

Attn: Sanaya Avari 4138 N. Hawkeye Place Boise, Idaho 83703 972-415-9966

Sanaya18@gmail.com

If to CCDC: John Brunelle, Executive Director

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 208-384-4264

ibrunelle@ccdcboise.com

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

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

Exhibit A Project Site Map

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

Exhibit E Proposed Public Easement Area Depiction

- 16. Indemnification. Participant shall indemnify, defend, and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. The indemnification provisions set forth herein are intended to, and shall, survive the termination or completion of this Agreement.
- **17.** Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant and its agents will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or ancestry, marital status, age, or handicap.
- **18.** Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

- **19.** Promotion of Project. Participant agrees CCDC may promote the Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Project.
- **20.** Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control. This provision does not apply to the following agreements: 1.) Those with a total potential dollar value of less than \$100,000; or 2.) Those with any Participant having fewer than 10 employees.
- **21.** Certification Regarding Government of China. In accordance with Idaho Code Section 67-2359, Participant, by entering into this Agreement, hereby certifies that it is not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.
- 22. Prohibition on Contracts with Companies Boycotting Certain Sectors. In accordance with Idaho Code Section 67-2347A, Participant by entering into this Agreement, hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. This section applies only to a contract that is between a public entity and a company with ten (10) or more fulltime employees and has a value of one hundred thousand dollars (\$100,000) or more that is to be paid wholly or partly from public funds of the public entity.
- **23.** <u>Time is of the Essence</u>. Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

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

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

CCDC:	The Urban Renewal Agency of Boise City, Idaho, a public body, corporate and politic
	John Brunelle, Executive Director
	Date
PARTICIPANT:	Tai June Properties LLC An Idaho Limited Liability Company
	By: Sanaya Avari Its: Manager
	Date: 1/29/2025

Exhibits

A:

Project Site Map
Project Depiction (renderings)
Public Improvement Plans
Schedule of Eligible Expenses
Proposed Public Easement Area Depiction B: C: D:

E:

Budget Info / For Office Use		
Fund/District	307	
Account	6251	
Activity Code	N.A.	
PO#	N.A.	
Agreement Term	18 Months	

Exhibit A - Site Map

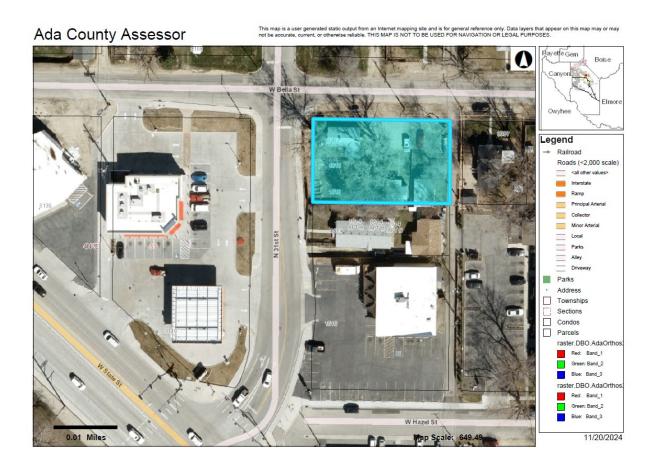
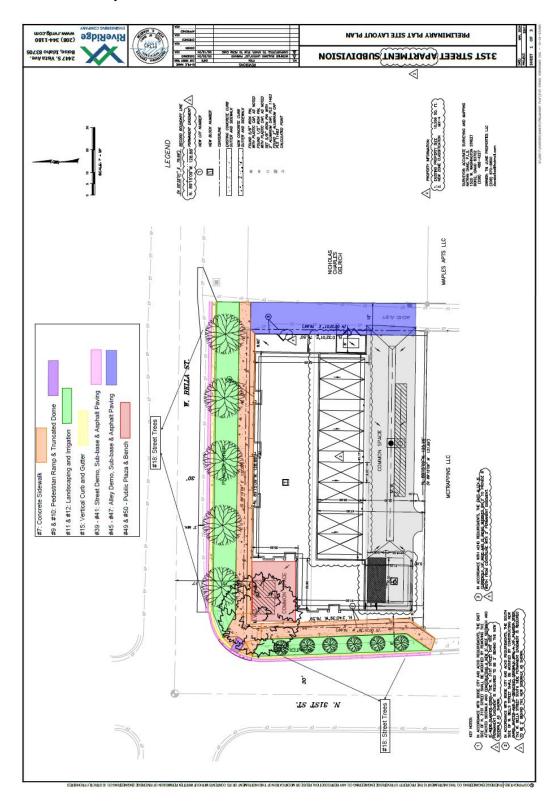


Exhibit B – Renderings





Exhibit C – Public Improvements



CCDC Participation Program

Type 1 Eligible Expenses Application Form

Actual Eligible Costs To Be Determined by CCDC

Project Name:31st St Apartments	Plan Date:	By: Todd Blackwell
	5/20/2024	

ALL SCOPE MUST BE 1) LOCATED ON PUBLIC IMPROVEMENT PERMIT AND 2) IN THE PUBLIC RIGHT OF WAY

#	ITEM DESCRIPTION	QUANTITY	TO	TAL COST
	SITE PREPARATION: DIVISIONS 2 and 31			
1	Surface demolition	1	\$	2,981.00
2	Asphalt demolition	1	\$	3,073.00
3	Curb and gutter demolition	1	\$	3,031.00
4	Saw cut	1	\$	1,750.00
5	Replace subbase	1	\$	8,486.00

	SIDEWALK WORK: DIVISION 32		
7	Scored concrete sidewalk	1,580	\$ 13,000.00
8	Dry laid brick	0	\$ -
9	Pedestrian ramp	1	\$ 3,000.00
10	Truncated dome	1	\$ 475.00
11	Lawn parkway	1	\$ 5,400.00
12	Irrigation	1	\$ 2,200.00
	OTHER: DIVISION 32		
15	Vertical curb and gutter (6")	151	\$ 5,132.00
•			
	SITUATIONAL FURNISHINGS: DIVISION 32		
18	Street trees	13	\$ 15,600.00
	Total Streetscape Costs:		\$ 64,128.00

CCDC Participation Program

Eligible Costs Application Form

Actual Eligible Costs To Be Determined by CCDC

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

		QUANTITY	TO	OTAL COST
	STORM WATER MITIGATION: DIVISION 33			
28	Surface demo	1	\$	2,932.00
29	Surface prep	1	\$	22,000.00
30	Finish materials (permeable pavers, etc.)	0	\$	-
	STREET: DIVISIONS 2, 31 and 32			
39	Asphalt demolition and sawcutting	1	\$	1,064.00

40	Road sub-base and prep	1	\$	2,200.00
41	Asphalt paving & sawcutting	1	\$	6,701.00
	ALLEY:			
45	Asphalt demolition	1	\$	3,500.00
46	Alley sub-base and prep	1	\$	8,721.00
47	Asphalt paving, including concrete collars	1	\$	20,496.00
	PLAZA:			
48	Surface demolition	1	\$	-
49	Surface prep	1	\$	2,500.00
50	Paving material	500	\$	14,500.00
51	Bench	1	\$	1,500.00
			•	
	Total Infrastructure & Utilities Costs:		\$	86,114.00

SUBTOTAL ELIGIBLE COSTS:	\$	150,242.00		
5% General Conditions (limit per program policy)	\$	7,512.10		
TOTAL ELIGIBLE COSTS:	\$	157,754.10		
TYPE ONE NOT-TO-EXCEED AMOUNT	\$	200,000.00		
Important Note:				

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





PUBLIC ACCESS EASEMENT DESCRIPTION

An easement over and across portions of Lots 18-20, Block 44, Cruzen Addition Subdivision, as recorded in Book 3 of Plats, Page 115, Records of Ada County, said easement is located in the Southeast Quarter of the Southwest Quarter of Section 33, Township 4 North, Range 2 East of the Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

Commencing at the found brass cap monument at the intersection of N. 30th Street and W. Bella Street, from which the found brass cap monument at the intersection of N. 31st Street and W. Bella Street bears N 89° 15′ 09" W a distance of 336.00 feet, thence N 89° 15′ 09" W along the centerline of W. Bella Street for a distance of 173.89 feet to a point, thence S 00° 44′ 51" W for a distance of 30.00 feet to a found 5/8th inch iron pin with 2 inch aluminum cap labeled PLS 11463 at the northeast corner of Lot 20, Block 44; thence N 89° 15′ 09" W along the southerly right-of-way of W. Bella St. for a distance of 103.27 feet to the **POINT OF BEGINNING**;

Thence S 00° 44' 51" W for a distance of 21.50 feet;

Thence N 89° 15' 09" W for a distance of 28.64 feet;

Thence N 00° 31' 39" E along the easterly right-of-way of N. 31st St. for a distance of 21.50 feet to a found 5/8th inch iron pin with a plastic cap labeled PLS 5082;

Thence S 89° 15' 09" E along the southerly right-of-way of W. Bella St. for a distance of 28.73 feet to the **POINT OF BEGINNING.**

Said easement contains 617 square feet or 0.014 acres of land, more or less.



EXHIBIT MAP

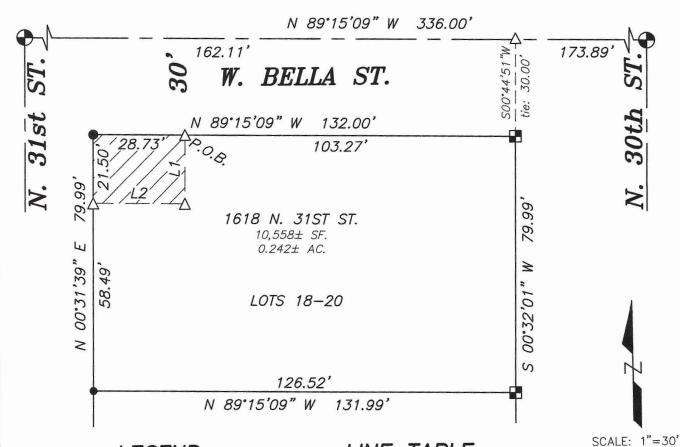
PUBLIC ACCESS EASEMENT

LOTS 18-20, BLOCK 44, CRUZEN ADDITION,

BOOK 3 OF PLATS, PAGE 115, ADA COUNTY RECORDS.

LYING WITHIN THE SE 1/4 OF THE SW 1/4 OF SECTION 33, T.4N., R.2E., B.M.

CITY OF BOISE - COUNTY OF ADA - STATE OF IDAHO



LEGEND

LINE TABLE

•	LINE	BEARING		DISTANCE
	L1	S 00°44'51" \	W	21.50'
	12	S 89°15'09"	F	28.64

- PARCEL LINE
 CENTERLINE

 A SEMENT
 - FOUND BRASS CAP
 MONUMENT, IN ASPHALT
 - FOUND 5/8" IRON PIN WITH 2" ALUMINUM CAP, PLS 11463
 - FOUND 5/8" IRON PIN, WITH PLASTIC CAP, PLS 5082
 - FOUND 1/2" IRON PIN, WITH PLASTIC CAP, PLS 11463

△ CALCULATED POINT P.O.B. POINT OF BEGINNING



ACCURATE SURVEYING & MAPPING

1520 W. Washington St. Boise, Idaho 83702 (208) 488-4227 www.accuratesurveyors.com

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DATE: NOVEMBER, 2024 JOB 24-199



AGENDA BILL

Agenda Subject: Amendments to Four (4) Pa Department of Arts & Histo	articipation Agreement with Boise City ry	Date: February 10, 2025
Staff Contact: Doug Woodruff Development Director 1) Resolution 1911 2) Amendment 1 to Public Art and Cultural Assets: Linen Blocks on Grove Street 3) Amendment 1 to Grove Street Interpretive Signate 4) Amendment 2 to Public Art: 521 W Grove Street Public Space 5) Amendment 1 to Public Art Deferred Maintenance		et et Interpretive Signage 521 W Grove Street
Action Requested: Adopt Resolution 1911 app Boise City Department of A	proving amendments to four Type 4 Participarts & History.	pation Agreements with

Background:

The Agency and Boise City Department of Arts & History have a long history of partnership to provide and maintain public art in Boise's urban renewal districts. The City has requested amendments to the following four participation agreements to extend the terms of the agreements and identify completion dates to better meet the City's efforts with each individual project:

- 1. Public Art and Cultural Assets: Linen Blocks and Grove Street: this amendment extends the term of the agreement, identifies completion dates for the work, deletes Landmark Billboard Sign artwork, and reduces the reimbursement obligation to \$63,000.
- 2. *Grove Street Interpretive Signage*: this amendment extends the term of the agreement, identifies completion dates for the work, and updates the Parties' contact information.
- 3. Public Art: 521 W Grove Street Public Space: this amendment extends the term of the agreement and identifies completion dates for the work.
- 4. *Public Art Deferred Maintenance*: this amendment extends the term of the agreement, identifies completion dates for the work, and updates the Parties' contact information.

Fiscal Notes:

There are no financial impacts with these amendments. All projects continue to include adequate resources to fund these projects.

Staff Recommendation:

Staff recommends approval of Resolution 1911.

Suggested Motion:

I move to adopt Resolution 1911 approving amendments to four Type 4 Participation Agreements with Boise City Department of Arts & History.

ATTACHMENT 1 RESOLUTION 1911

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 AMENDMENTS TO FOUR (4) TYPE 4 PARTICIPATION AGREEMENTS BETWEEN THE AGENCY AND THE BOISE CITY DEPARTMENT OF ARTS & HISTORY; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENTS AND ANY ASSOCIATED DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

RESOLUTION NO. 1911 - 1

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

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

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

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

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

WHEREAS, the City, through its Department of Arts & History, is requesting amendments to the following four (4) Type 4 Participation Agreements to extend the terms of each agreement, to identify completion dates to better meet the City's efforts with each individual project, and to update certain contact information as needed:

- Type 4 Participation Agreement Capital Improvement Reimbursement: Grove Street Interpretive Signage, effective April 8, 2024.
- Type 4 Participation Agreement Capital Improvement Reimbursement: Public Art and Cultural Assets: Linen Blocks on Grove Street, effective August 14, 2023.
- Type 4 Participation Agreement Capital Improvement Reimbursement: Public Art Deferred Maintenance, effective April 8, 2024.
- Type 4 Capital Improvement Reimbursement Agreement: Public Art: 521 W. Grove Street Public Space, effective April 11, 2023; and,

WHEREAS, the Agency has determined that it is in the public interest to enter into the Amendments; and,

WHEREAS, the Agency Board finds it in the public interest to approve the Amendments to the four (4) Type 4 Participation Agreements with the Boise City Department of Arts & History and to authorize the Agency Executive Director to execute same.

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

RESOLUTION NO. 1911 - 2

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

<u>Section 2</u>: That the following amendments to four (4) Type 4 Participation Agreements with the Boise City Department of Arts & History, a copy of each being attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby are approved:

- Type 4 Participation Agreement Capital Improvement Reimbursement: Grove Street Interpretive Signage Amendment 1
- Type 4 Participation Agreement Capital Improvement Reimbursement: Public Art and Cultural Assets: Linen Blocks on Grove Street Amendment 1
- Type 4 Participation Agreement Capital Improvement Reimbursement: Public Art Deferred Maintenance Amendment 1
- Type 4 Capital Improvement Reimbursement Agreement: Public Art: 521 W. Grove Street Public Space Amendment 2

Section 3: That the Agency Executive Director is hereby authorized to sign and enter into the four (4) Type 4 Participation Agreement Amendments. Additionally, that the Agency Executive Director is authorized to execute all associated documents and agreements required to implement the actions contemplated by the Amendments, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical corrections to the Amendments are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Amendments and the comments and discussions received at the February 10, 2025, Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 10, 2025. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 10, 2025.

URBAN RENEWAL AGENCY OF BOISE CITY

	By:	
ATTEST:	Latonia Haney Keith, Chair	
5		
By:		
Lauren McLean, Secretary		

RESOLUTION NO. 1911 - 3

ATTACHMENT 2

AMENDMENT 1 TO

PUBLIC ART AND CULTURAL ASSETS: LINEN BLOCKS ON GROVE STREET



TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT

PUBLIC ART AND CULTURAL ASSETS: LINEN BLOCKS ON GROVE STREET

AMENDMENT 1

This AMENDMENT 1 to the TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation ("City"). CCDC and the City may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

- A. CCDC and City have previously entered into a Type 4 Capital Improvement Reimbursement Agreement, effective August 14, 2023, and attached hereto as EXHIBIT A (the "Agreement"), for the installation of public art along the Grove Street corridor, in the River Myrtle-Old Boise Urban Renewal District, as part of CCDC's Linen Blocks Project for enhancing and revitalizing the District.
- B. City, through its Department of Arts & History, requested an amendment to the Agreement in order to extend the Term of the Agreement and to identify certain completion dates to better meet the City's efforts with the Project. City's request, dated January 13, 2025, is attached hereto as EXHIBIT B.
- C. CCDC and City have determined that it is in the best public interest to amend the Agreement as follows to achieve the objectives desired by the Parties.

AGREEMENT

NOW, THEREFORE, in accordance with Section 27 of the Agreement which provides for amendments to the Agreement as needed by the Parties, City and CCDC hereby make the following amendments to the Agreement:

- **1.** Section 3, *Term*, of the Agreement is hereby amended to read as follows:
 - 3. <u>Term.</u> This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) June 30 September 30, 2025, whichever comes first (the "Termination Date"). The Parties hereto expressly acknowledge and understand the District terminates September 30,

2025, and that CCDC cannot and will not extend any obligations of this Agreement beyond this termination date

- **2.** Section 5, *Artwork*, of the Agreement is hereby amended to delete the landmark billboard sign as follows:
 - **5.** <u>Artwork</u>. The Parties have identified locations on West Grove Street to receive the Artwork, described below and depicted on the attached Exhibit B. Artwork includes the following:
 - a.) Landmark Billboard Sign: conversion of an existing, blank billboard sign into a canvas for rotating public artworks. The billboard sign is located at the southwest corner of 15th and Grove Streets. The City will work in good faith to obtain exclusive use of the billboard for the unobstructed display of public art from the billboard owner for a minimum period of ten (10) years. CCDC will install a light system for purposes of illuminating the sign, will perform a structural assessment of the existing billboard sign, and will define Artwork weight limitations. The City will install Artwork on the billboard with the intention of replacing it on a biennial basis through the City's Percent for Public Art Program.
 - b-a.) Art Port Sculptures: contemplated as two (2) separate City-acquired sculptures installed on two (2) separate CCDC-installed Art Port concrete pedestals located in the public right-of-way on the 1000 and 1300 blocks of Grove Street. The Artwork is anticipated to be installed temporarily and replaced on an annual or biennial basis, or as City programming allows.
 - e-b.) Bike Trio: currently located at 14th and Grove Streets, the City will deinstall, store, refurbish as the City deems necessary and appropriate, and reinstall onto a CCDC- installed foundation at the Artwork's original location.
- **3.** Section 6, Art Selection, of the Agreement is hereby amended to delete the landmark billboard sign as follows:
 - **6.** Art Selection. The City will release Request for Qualifications (also known as a "Call to Artists") for local and national artists to submit proposals to design, fabricate, and transport the Landmark Billboard Sign and Art Port Sculptures for installation by the City in coordination with CCDC's Linen Blocks Project. The City will include a CCDC representative in the art selection process.
- **4.** Section 7, *Reimbursement Obligation*, of the Agreement is hereby amended to read as follows:
 - 7. Reimbursement Obligation. The total amount paid by CCDC to the City for the Project, including the Artwork and Cultural Assets installed under this Agreement (the "Reimbursement Obligation"), shall not exceed ONE HUNDRED THIRTEEN THOUSAND DOLLARS (\$113,000.00) SIXTY-THREE THOUSAND DOLLARS (\$63,000) subject to potential additional storage expenses. Amounts below are subject to change but shall not exceed the total Reimbursement Obligation.

Landmark Billboard Sign: \$50,000 (includes one installation)

Art Port Sculptures: \$40,000 (includes one installation on each Art Port)

Bike Trio: \$23,000

In the event CCDC is unable to meet its construction schedule and causes the City to incur additional storage expenses for the Artwork that were not originally contemplated by this Agreement, CCDC agrees to reimburse the City for its additional storage expenses. In order for the City to receive said reimbursement, the additional storage expenses must be the direct result of CCDC's own construction delays and not the delays of other construction projects in the area or of third parties.

- **5.** Section 8, *Reimbursement*, of the Agreement is hereby amended to delete all references to the landmark billboard sign.
- **6.** Section 9, *Project Management; Project Updates*, of the Agreement is hereby amended to delete the landmark billboard sign and to specify certain completion dates as follows:
 - **9.** Project Management; Project Updates. The City shall be responsible for managing all aspects of selection, fabrication, pre-installation coordination, delivery, installation, and post-installation maintenance of the Artwork under this Agreement (the "Project Process"). The City shall be responsible for receipt and review of invoices from and disbursement of payments to artists and all levels of consultants and installers. The City will provide periodic reports to CCDC staff on the progress of the Project.

The schedule of the Project Process shall be as follows:

- a.) Landmark Billboard Sign.
 - (i.) City Schedule: call to artists released within 180 days of securing exclusive use of the billboard; and art installation completed by June 30, 2025.
 - (ii.) CCDC Schedule: electrical infrastructure upgrades completed by Linen Blocks Project by June 1, 2024.
- b.a.) Two Sculptures.
 - (i.) City Schedule: Artwork installation completed by June 30 May 16, 2025.
 - (ii.) CCDC Schedule: pedestals completed by Linen Blocks Project by April 30, 2024.
- e.b.) Bike Trio.
 - (i.) City Schedule: reinstallation of Bike Trio within 60 days after substantial completion of 14th to 15th Street block by CCDC or by September 30, 2024, whichever is later by March 26, 2025.
 - (ii.) CCDC Schedule: Substantial Completion of 14th to 15th Street block by Linen Blocks Project by July 31 November 27, 2024.

- **7.** Section 14, Warranty, of the Agreement is hereby amended to read as follows:
 - **14.** <u>Warranty</u>. The City warrants that the materials and workmanship employed in the fabrication and installation of the landmark billboard sign artwork and the art port sculptures are capable of withstanding typical outdoor conditions and are of a high-quality standard and of superior workmanship, and free from defects in materials and workmanship. Such warranty shall extend for a period of two (2) years after installation.
- **8.** All other terms and conditions of the Agreement shall remain in full force and effect. This Amendment shall control in the event of a conflict between this Amendment and the Agreement.

End of Amendment 1 | Signatures appear on the following page.

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Amendment 1, executed this Amendment 1 with an effective date last written below.

FOR CCDC:		
By: John Brunelle, Executive Director		
Date:		
Approved as to form:		
	CCDC Budget II	nfo / For Office Use
	Account	302-6800
Mary Watson, General Counsel	Activity Code	23011
=	PO#	230005
Date:	Contract Term	September 30, 2025
FOR BOISE CITY: By: Lauren McLean, Mayor	By: Jamie Heinzerl	mjeling
Lauren McLean, Mayor	Jamie Heinzeri	ing, City Clerk
Date: _2/4/2025	Date: 2/4/2025	
Christine Dodd, Deputy City Attorney 2-6-25 Exhibits: A: Type 4 Capital Improvement Reimbursement Ag B: Request Memo from City of Boise, dated Januar	greement vy 13, 2025	



TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT

PUBLIC ART AND CULTURAL ASSETS: LINEN BLOCKS ON GROVE STREET

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

RECITALS

- A. Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.
- B. CCDC funds public art in Boise's urban renewal districts as an economic development tool to attract people and businesses to those districts. Through its Linen Blocks on Grove Street Streetscapes improvements Project ("Linen Blocks Project"), CCDC intends to make improvements to the public right-of-way including providing for the addition of public art.
- C. Having partnered in prior years, CCDC and the City, through its Department of Arts & History, have memorialized their collaboration in the Linen Blocks on Grove Street Vision Report and decided that installation of public art and cultural assets should be included in Linen Blocks Project. The resulting public art masterplan, shown in the attached Exhibit B, identifies (7) seven public art and cultural assets, both existing and new, that contribute to place making and neighborhood vision.
- D. From the masterplan, CCDC and the City's Public Art Program staff identified four (4) opportunities on Grove Street to incorporate public art and cultural assets. The opportunities include one (1) landmark billboard sign, two (2) art port pedestals on which to display sculptures, refurbishment of existing artwork, titled "Bike Trio", and installation of six (6) historic neon signs as cultural assets.
- E. The Linen Blocks Project is being undertaken in the River Myrtle-Old Boise Urban Renewal District ("District") as defined by the River Myrtle-Old Boise District Plan. The right-of-

way improvements and the addition of public art will contribute to enhancing and revitalizing the District.

- F. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Program which coordinates CCDC-initiated capital improvement projects with construction activities of private development or other public agencies.
- G. CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.
- H. CCDC, in coordination with Signs of Our Times, Inc., an Idaho non-profit corporation, is restoring and installing to City's requirements six historic Boise neon signs in the public right-of-way on the north side of Grove Street between 12th and 13th Streets.
- I. CCDC hired historian Amber Beierle to research and provide a written report of the history and significance of the six historic Boise neon signs. Amber Beierle's historical report is attached as Exhibit D.

AGREEMENT

- NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:
- 1. <u>Purpose</u>. The purpose of this Agreement is to memorialize the Parties' agreement concerning financial reimbursement for construction and installation of public art in the River Myrtle-Old Boise Urban Renewal District (the "Project"), in an area of downtown Boise on West Grove Street between 9th Street and 16th Street, as part of the Linen Blocks Project. The City's request for collaboration and funding for the Project is attached as Exhibit A.

This Agreement contemplates continued collaboration by the Parties that will result in the City managing selection processes for public art (the "Artwork"), with each selection process including: a Request for Qualifications/Request for Proposals phase; facilitation of an artist selection process; drafting and negotiating contracts; managing the selection of artist(s) and artist responsibilities; and coordination with the City's own Project team and CCDC to prepare the site(s) for installation.

- **2. Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.
- 3. <u>Term.</u> This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) June 30, 2025, whichever comes first. The Parties hereto expressly acknowledge and understand the District terminates September 30, 2025, and that CCDC cannot and will not extend any obligations of this Agreement beyond this termination date.
- **4.** <u>Cultural Asset, Neon Signs.</u> The City and CCDC agree to work in good faith in furtherance of efforts to install interpretative signage that explains the cultural significance of the neon signs installed by CCDC, the neighborhood itself, and the signs' historic relevance to Boise,

including working with Signs of Our Times, Inc. towards a license agreement or other similarly appropriate regulatory approval that allows the installation of these cultural assets within the public rights-of-way for an agreed upon period of time, research and creation of the interpretive signage by the City, and negotiation of a separate T4 agreement for the installation of the interpretive signage between the City and CCDC.

- **5. Artwork.** The Parties have identified locations on West Grove Street to receive the Artwork, described below and depicted on the attached Exhibit B. Artwork includes the following:
 - a.) Landmark Billboard Sign: conversion of an existing, blank billboard sign into a canvas for rotating public artworks. The billboard sign is located at the southwest corner of 15th and Grove Streets. The City will work in good faith to obtain exclusive use of the billboard for the unobstructed display of public art from the billboard owner for a minimum period of ten (10) years. CCDC will install a light system for purposes of illuminating the sign, will perform a structural assessment of the existing billboard sign, and will define Artwork weight limitations. The City will install Artwork on the billboard with the intention of replacing it on a biennial basis through the City's Percent for Public Art Program.
 - b.) Art Port Sculptures: contemplated as two (2) separate City-acquired sculptures installed on two (2) separate CCDC-installed Art Port concrete pedestals located in the public right-of-way on the 1000 and 1300 blocks of Grove Street. The Artwork is anticipated to be installed temporarily and replaced on an annual or biennial basis, or as City programming allows.
 - c.) Bike Trio: currently located at 14th and Grove Streets, the City will de-install, store, refurbish as the City deems necessary and appropriate, and reinstall onto a CCDC-installed foundation at the Artwork's original location.
- **6.** <u>Art Selection.</u> The City will release Request for Qualifications (also known as a "Call to Artists") for local and national artists to submit proposals to design, fabricate, and transport the Landmark Billboard Sign and Art Port Sculptures for installation by the City in coordination with CCDC's Linen Blocks Project. The City will include a CCDC representative in the art selection process.
- 7. Reimbursement Obligation. The total amount paid by CCDC to the City for the Project, including the Artwork and Cultural Assets installed under this Agreement (the "Reimbursement Obligation"), shall not exceed ONE HUNDRED THIRTEEN THOUSAND DOLLARS (\$113,000.00) subject to potential additional storage expenses. Amounts below are subject to change but shall not exceed the total Reimbursement Obligation.

Landmark Billboard Sign: \$50,000 (includes one installation)

Art Port Sculptures: \$40,000 (includes one installation on each Art Port)

Bike Trio: \$23,000

In the event CCDC is unable to meet its construction schedule and causes the City to incur additional storage expenses for the Artwork that were not originally contemplated by this Agreement, CCDC agrees to reimburse the City for its additional storage expenses. In order for the City to receive said reimbursement, the additional storage expenses must be the direct result of CCDC's own construction delays and not the delays of other construction projects in the area or of third parties.

- **Reimbursement.** The City shall pay for all costs associated with the Project. CCDC shall reimburse the City as set forth herein, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from the City. CCDC shall make payment within 60 days of receipt of a sufficiently detailed invoice. After installation, billing, and reimbursement for Artwork, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. To contain all Project-related costs in a particular fiscal year, CCDC can, at its option, remit to the City a lump sum amount equal to this Agreement's outstanding balance as necessary.
 - a.) First Reimbursement (City shall invoice no later than August 1, 2024) may include any combination of Artwork, including landmark billboard sign, Art Port Sculptures, and Bike Trio.
 - b.) Second Reimbursement (City shall invoice no later than June 1, 2025) may include any combination of Artwork, including landmark billboard sign, Art Port Sculptures, and Bike Trio.
- **9.** Project Management; Project Updates. The City shall be responsible for managing all aspects of selection, fabrication, pre-installation coordination, delivery, installation, and post-installation maintenance of the Artwork under this Agreement (the "Project Process"). The City shall be responsible for receipt and review of invoices from and disbursement of payments to artists and all levels of consultants and installers. The City will provide periodic reports to CCDC staff on the progress of the Project.

The schedule of the Project Process shall be as follows:

- a.) Landmark Billboard Sign.
 - (i.) City Schedule: call to artists released within 180 days of securing exclusive use of the billboard; and art installation completed by June 30, 2025.
 - (ii.) CCDC Schedule: electrical infrastructure upgrades completed by Linen Blocks Project by June 1, 2024.
- b.) Two Sculptures.
 - (i.) City Schedule: Artwork installation completed by June 30, 2025.
 - (ii.) CCDC Schedule: pedestals completed by Linen Blocks Project by April 30, 2024.
- c.) Bike Trio.
 - (i.) City Schedule: reinstallation of Bike Trio within 60 days after substantial completion of 14th to 15th Street block by CCDC or by September 30, 2024, whichever is later.
 - (ii.) CCDC Schedule: Substantial Completion of 14th to 15th Street block by Linen Blocks Project by July 31, 2024.
- **10.** Art Feature Design Integration; Installation. The City shall be responsible for coordination of the Artwork to ensure compatibility with the design parameters, foundations, and attachments shown in the Linen Blocks Project's technical drawings and attached as Exhibit C. The City shall be responsible for the coordination of the Artwork installation with Linen Blocks Project construction activities, timeline, and Artwork budget. The City will provide CCDC, its consultants, and its contractor with the information necessary for CCDC's contractor to prepare the site to

receive the Artwork.

- 11. <u>Subordination of Reimbursement Obligations</u>. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payment as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC FY 24 and FY25 funds.
- **12.** Maintenance After Construction. The City shall maintain or arrange to maintain the Artwork funded by this Agreement at its own expense. The City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. The City acknowledges and agrees CCDC has no obligation to maintain the Artwork installed as part of this Agreement or any other maintenance obligations under this Agreement. The City's obligations under this section shall be contingent upon the City's designation of funds for this purpose in its annual budget cycle.
- **13. Promotion of Project.** The City shall recognize CCDC as a funding partner in all publicity, signage, reports, or documentation related to the Artwork. Both Parties may promote their involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.
- **14.** <u>Warranty</u>. The City warrants that the materials and workmanship employed in the fabrication and installation of the landmark billboard sign artwork and the art port sculptures are capable of withstanding typical outdoor conditions and are of a high-quality standard and of superior workmanship, and free from defects in materials and workmanship. Such warranty shall extend for a period of two (2) years after installation.
- **15. Ownership.** CCDC makes no claim now or in the future to any ownership, including intellectual property rights, of the Artwork installed under this Agreement.
- **16. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:
 - a.) The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
 - b.) The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
 - c.) The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

- d.) The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- 17. <u>No Joint Venture or Partnership</u>. CCDC and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and the City a joint venture or partners.
- **18.** Successors and Assignment. This Agreement is not assignable except that the City may assign the City's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.
- 19. Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.
- **20.** <u>Notices and Receipt.</u> All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Amy Fimbel, Project Manager

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 afimbel@ccdcboise.com

With a copy to: John Brunelle, Executive Director

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 jbrunelle@ccdcboise.com

If to Boise City: Stephanie Johnson, Public Art Program Manager

Boise City Arts and History Department

P.O. Box 500

Boise, Idaho 83701-0500 sgjohnson@cityofboise.org

With a copy to: Boise City Attorney's Office

Attn: Tyler Powers, Deputy City Attorney

P.O. Box 500

Boise, Idaho 83701-0500 tpowers@cityofboise.org

21. <u>Indemnification</u>. The following indemnification provisions shall be deemed as

separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:

- a.) To the extent permitted by law, the City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b.) To the extent permitted by law, CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.
- **22.** <u>Insurance Requirements.</u> Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.
- **23.** Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 67-2346, the City and CCDC, by entering into this Agreement, hereby certify that they arenot currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.
- **24.** <u>Certification Regarding Government of China.</u> In accordance with Idaho Code Section 67-2359, City and CCDC, by entering into this Agreement, hereby certify that they are not currently owned or operated by the government of China and will not, for the duration of the Agreement, be owned or operated by the government of China.
- **25.** Entire Agreement; Waivers. This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.

- **26.** <u>Captions and Headings</u>. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.
- **27.** Amendments to this Agreement. CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

End of Agreement | Signatures appear on the following page.

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

FOR CCDC:

y: John Brunelle, Executive Director

Date: _AUGUST 14, 2023

Approved as to form:

Mary Watson, General Counsel

Date: AUGUST 14, 2023

CCDC Budget Info / For Office Use	
Fund	302
Account	6800
Activity Code	23011
Contract Term	June 30, 2025

FOR BOISE CITY:

Date: _7/18/2023

Approved as to form:

Tyler Powers, Deputy City Attorney

Date: ____7.13.23

ATTEST:

Lynda Lowry, Ex-Officio City Clerk

Date: 7/18/2023

EXHIBITS

A: City of Boise Memo, dated July 7, 2023

B: Linen Blocks on Grove Street Public Art Masterplan

C: Linen Blocks on Grove Street Construction Drawings

D: Neon Signs Historical Report

EXHIBIT A



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | INTERIM DIRECTOR: Doug Holloway

MEMO

TO: Amy Fimbel, CCDCFROM: Stephanie Johnson

cc: Jennifer Stevens, Josh Wilson

DATE: 7/7/2023

RE: Linen Blocks on Grove Street Public Art – T4 Agreement

LINEN BLOCKS ON GROVE STREET PUBLIC ART - T4 AGREEMENT

Following conversations with Amy Fimbel and relevant City of Boise staff, A&H has agreed to manage two new public art projects and the re-installation of one existing public artwork on Grove Street.

Public Art:

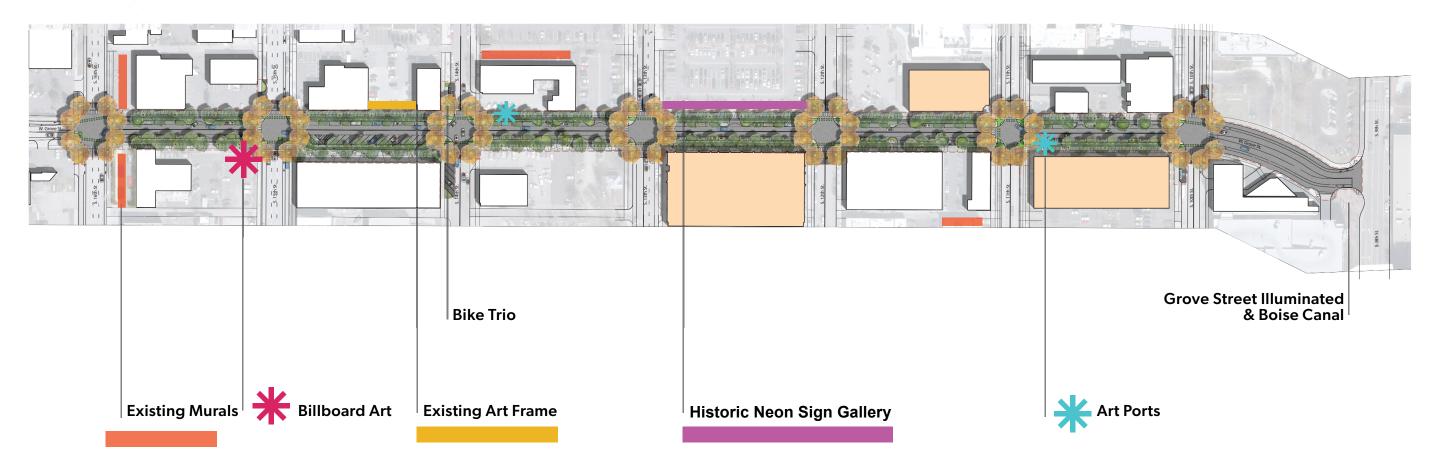
- Landmark Billboard Sign- CCDC will cover the cost of the structural improvements/electrical upgrades and we are requesting \$50,000 for one art installation by June 2025.
- 2 Art Ports A&H is working on developing a partnership with Boise State
 University's sculpture program to support and display student work. We request
 \$40,000 for one installation cycle in each port (\$20k per installation) by June 2025.

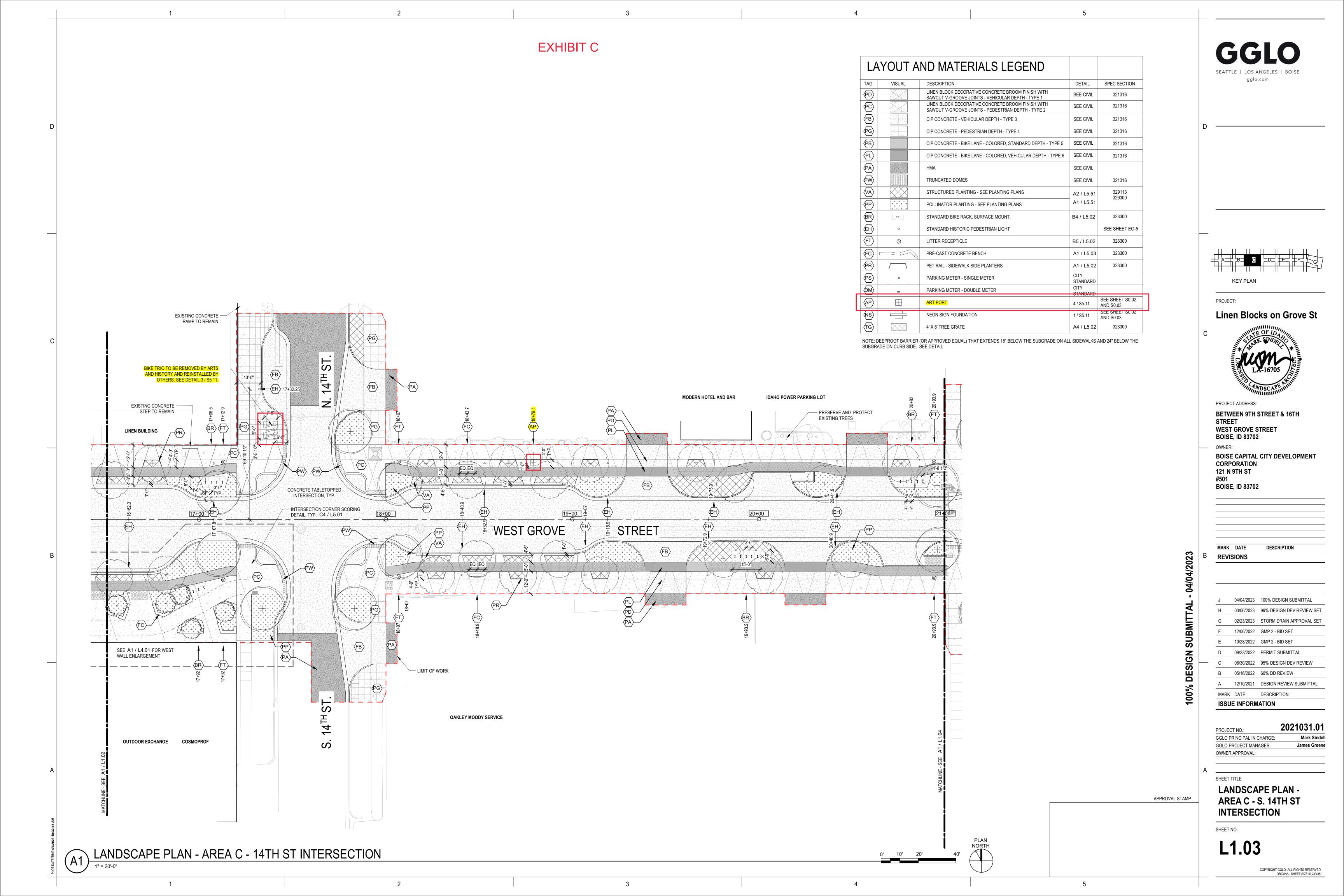
Re-Installation:

Bike Trio (located at 14th and Grove St.) – CCDC to cover costs for de-installation, storage (up to one year), and re-installation. A&H will coordinate and manage the de-install, transport, repair, and re-install. De-installation has already occurred. We are requesting \$23,000 for this project.

The Department of Arts & History requests a total of \$113,000 for projects in association with the Linen Blocks on Grove Street.

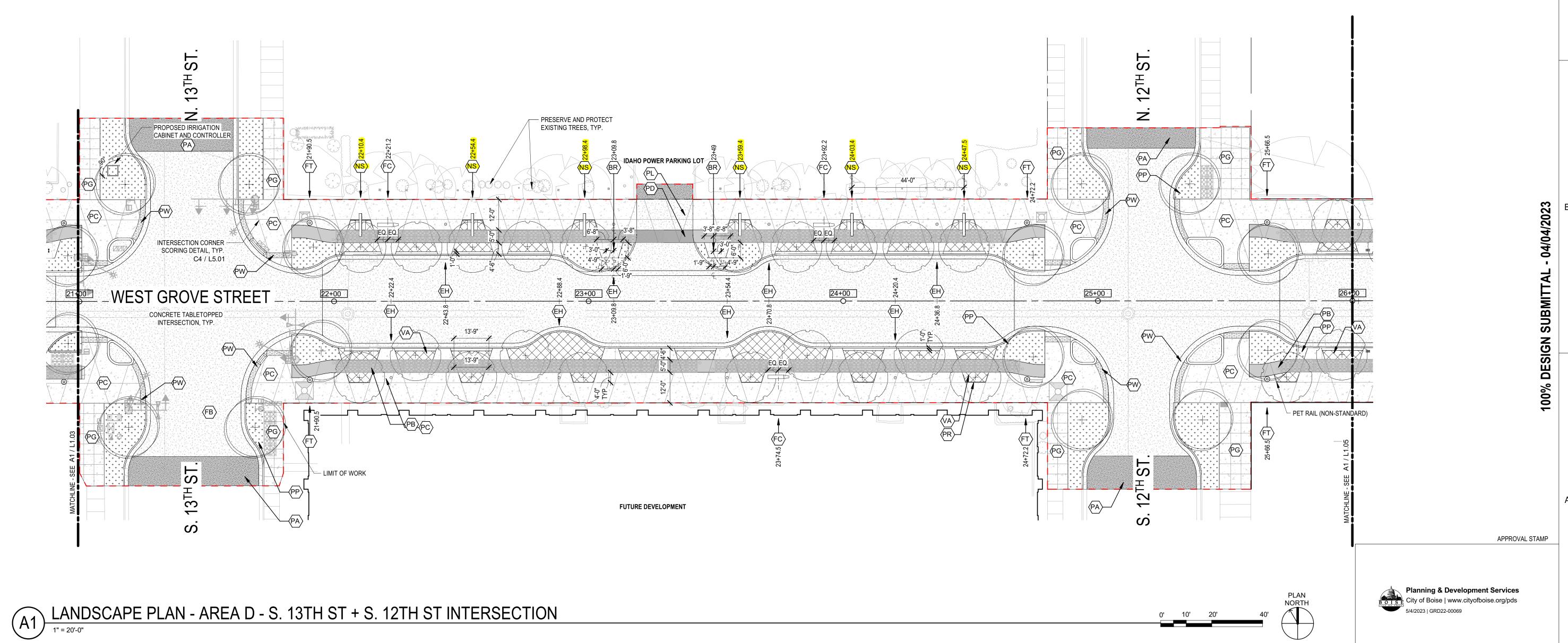






LAYOUT AND MATERIALS LEGEND SPEC SECTION VISUAL DESCRIPTION DETAIL LINEN BLOCK DECORATIVE CONCRETE BROOM FINISH WITH SEE CIVIL 321316 SAWCUT V-GROOVE JOINTS - VEHICULAR DEPTH - TYPE 1 LINEN BLOCK DECORATIVE CONCRETE BROOM FINISH WITH 321316 SEE CIVIL SAWCUT V-GROOVE JOINTS - PEDESTRIAN DEPTH - TYPE 2 CIP CONCRETE - VEHICULAR DEPTH - TYPE 3 SEE CIVIL 321316 CIP CONCRETE - PEDESTRIAN DEPTH - TYPE 4 SEE CIVIL 321316 SEE CIVIL CIP CONCRETE - BIKE LANE - COLORED, STANDARD DEPTH - TYPE 5 321316 SEE CIVIL 321316 CIP CONCRETE - BIKE LANE - COLORED, VEHICULAR DEPTH - TYPE 6 (PA) SEE CIVIL TRUNCATED DOMES SEE CIVIL 321316 STRUCTURED PLANTING - SEE PLANTING PLANS 329113 A2 / L5.51 329300 A1 / L5.51 POLLINATOR PLANTING - SEE PLANTING PLANS 323300 STANDARD BIKE RACK. SURFACE MOUNT. B4 / L5.02 SEE SHEET EG-5 STANDARD HISTORIC PEDESTRIAN LIGHT LITTER RECEPTICLE 323300 B5 / L5.02 PRE-CAST CONCRETE BENCH A1 / L5.03 323300 PET RAIL - SIDEWALK SIDE PLANTERS A1 / L5.02 323300 PARKING METER - SINGLE METER STANDARD PARKING METER - DOUBLE METER STANDARD 4 / S5.11 SEE SHEET S0.02 AND S0.03 SEE SHEET S0.02 AND S0.03 NEON SIGN FOUNDATION 1 / S5.11 4' X 8' TREE GRATE A4 / L5.02 323300 NOTE: DEEPROOT BARRIER (OR APPROVED EQUAL) THAT EXTENDS 18" BELOW THE SUBGRADE ON ALL SIDEWALKS AND 24" BELOW THE

SUBGRADE ON CURB SIDE. SEE DETAIL



GGLO

KEY PLAN

PROJECT:

Linen Blocks on Grove St



PROJECT ADDRESS: **BETWEEN 9TH STREET & 16TH**

STREET **WEST GROVE STREET BOISE, ID 83702**

BOISE CAPITAL CITY DEVELOPMENT CORPORATION 121 N 9TH ST

BOISE, ID 83702

MARK DATE DESCRIPTION **REVISIONS**

04/04/2023 100% DESIGN SUBMITTAL

03/06/2023 99% DESIGN DEV REVIEW SET 02/23/2023 STORM DRAIN APPROVAL SET 12/06/2022 GMP 2 - BID SET

10/28/2022 GMP 2 - BID SET 09/23/2022 PERMIT SUBMITTAL 08/30/2022 95% DESIGN DEV REVIEW

05/16/2022 60% DD REVIEW A 12/10/2021 DESIGN REVIEW SUBMITTAL

MARK DATE DESCRIPTION **ISSUE INFORMATION**

2021031.01 PROJECT NO.: GGLO PRINCIPAL IN CHARGE: GGLO PROJECT MANAGER:

SHEET TITLE

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

SHEET NO.

City of Boise | www.cityofboise.org/pds

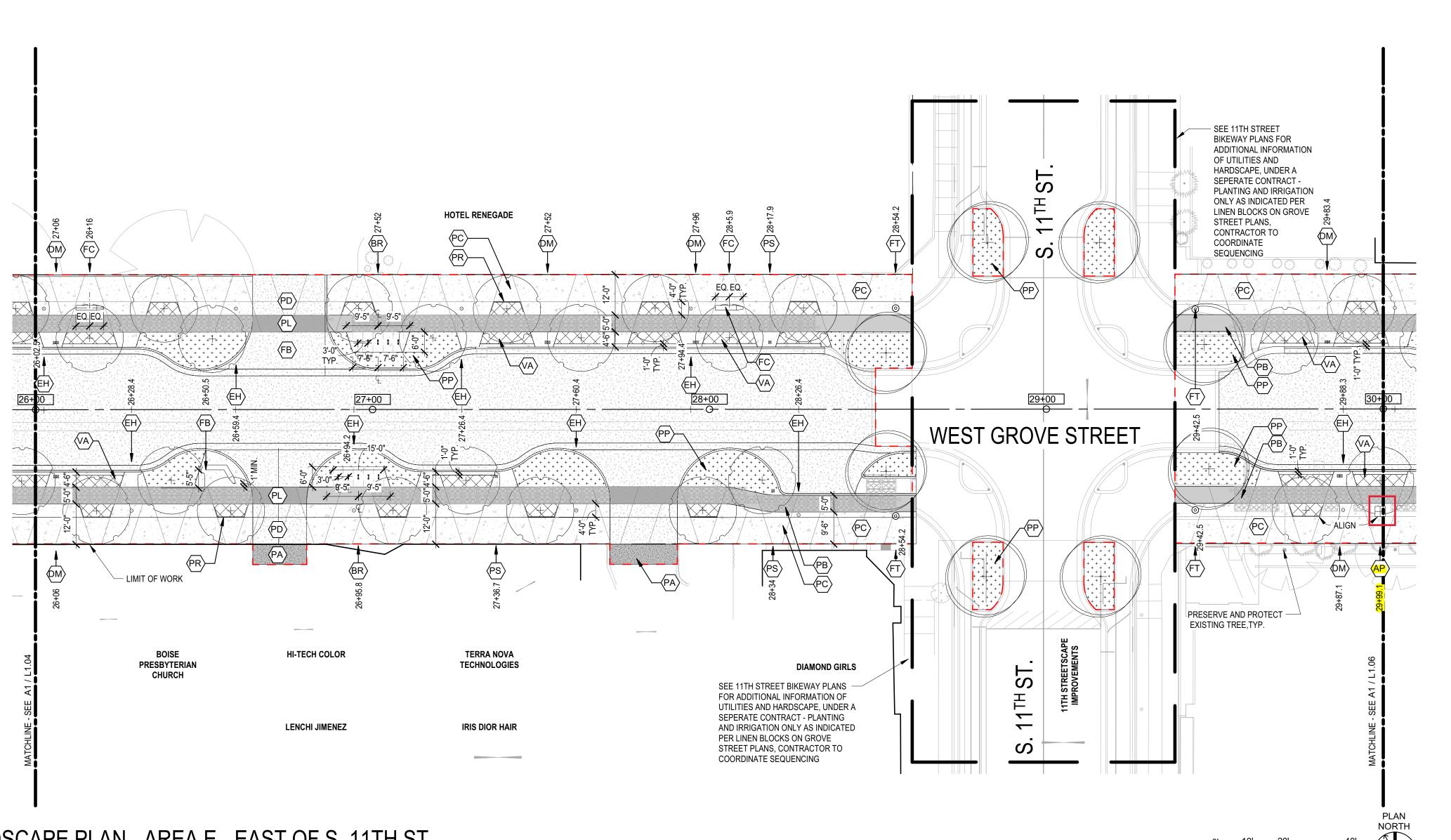
5/4/2023 | GRD22-00069

NORTH

L1.04

COPYRIGHT GGLO. ALL RIGHTS RESERVED. ORIGINAL SHEET SIZE IS 24"x36"

LAYOUT AND MATERIALS LEGEND SPEC SECTION LINEN BLOCK DECORATIVE CONCRETE BROOM FINISH WITH SEE CIVIL 321316 SAWCUT V-GROOVE JOINTS - VEHICULAR DEPTH - TYPE 1 LINEN BLOCK DECORATIVE CONCRETE BROOM FINISH WITH SEE CIVIL 321316 SAWCUT V-GROOVE JOINTS - PEDESTRIAN DEPTH - TYPE 2 CIP CONCRETE - VEHICULAR DEPTH - TYPE 3 SEE CIVIL 321316 SEE CIVIL 321316 CIP CONCRETE - PEDESTRIAN DEPTH - TYPE 4 SEE CIVIL CIP CONCRETE - BIKE LANE - COLORED, STANDARD DEPTH - TYPE 5 321316 SEE CIVIL CIP CONCRETE - BIKE LANE - COLORED, VEHICULAR DEPTH - TYPE 6 321316 SEE CIVIL TRUNCATED DOMES 321316 SEE CIVIL STRUCTURED PLANTING - SEE PLANTING PLANS 329113 A2 / L5.51 329300 A1 / L5.51 POLLINATOR PLANTING - SEE PLANTING PLANS 323300 STANDARD BIKE RACK. SURFACE MOUNT. B4 / L5.02 SEE SHEET EG-5 STANDARD HISTORIC PEDESTRIAN LIGHT 323300 LITTER RECEPTICLE B5 / L5.02 PRE-CAST CONCRETE BENCH 323300 A1 / L5.03 PET RAIL - SIDEWALK SIDE PLANTERS 323300 A1 / L5.02 PARKING METER - SINGLE METER STANDARD PARKING METER - DOUBLE METER STANDARD (AP) SEE SHEET S0.02 4 / S5.11 NEON SIGN FOUNDATION 1 / S5.11 AND S0.03 4' X 8' TREE GRATE A4 / L5.02 NOTE: DEEPROOT BARRIER (OR APPROVED EQUAL) THAT EXTENDS 18" BELOW THE SUBGRADE ON ALL SIDEWALKS AND 24" BELOW THE SUBGRADE ON CURB SIDE. SEE DETAIL



GGLO

KEY PLAN

PROJECT:

Linen Blocks on Grove St



BETWEEN 9TH STREET & 16TH

BOISE, ID 83702

STREET **WEST GROVE STREET BOISE, ID 83702**

BOISE CAPITAL CITY DEVELOPMENT CORPORATION 121 N 9TH ST

MARK DATE DESCRIPTION **REVISIONS**

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09/23/2022 PERMIT SUBMITTAL 08/30/2022 95% DESIGN DEV REVIEW 05/16/2022 60% DD REVIEW

A 12/10/2021 DESIGN REVIEW SUBMITTAL MARK DATE DESCRIPTION

ISSUE INFORMATION 2021031.01 PROJECT NO.:

Mark Sindell GGLO PRINCIPAL IN CHARGE: GGLO PROJECT MANAGER:

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

SHEET NO.

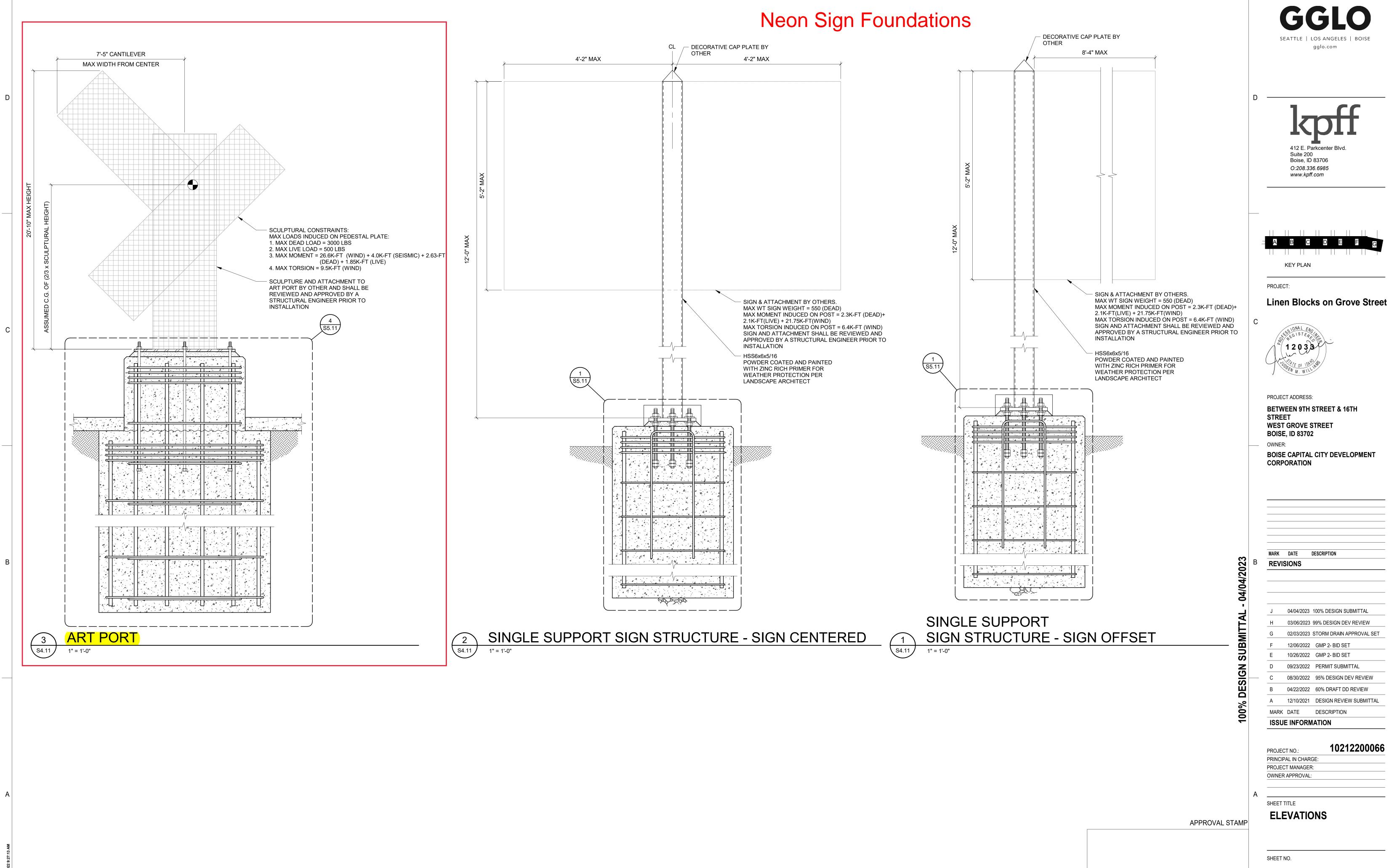
SHEET TITLE

APPROVAL STAMP

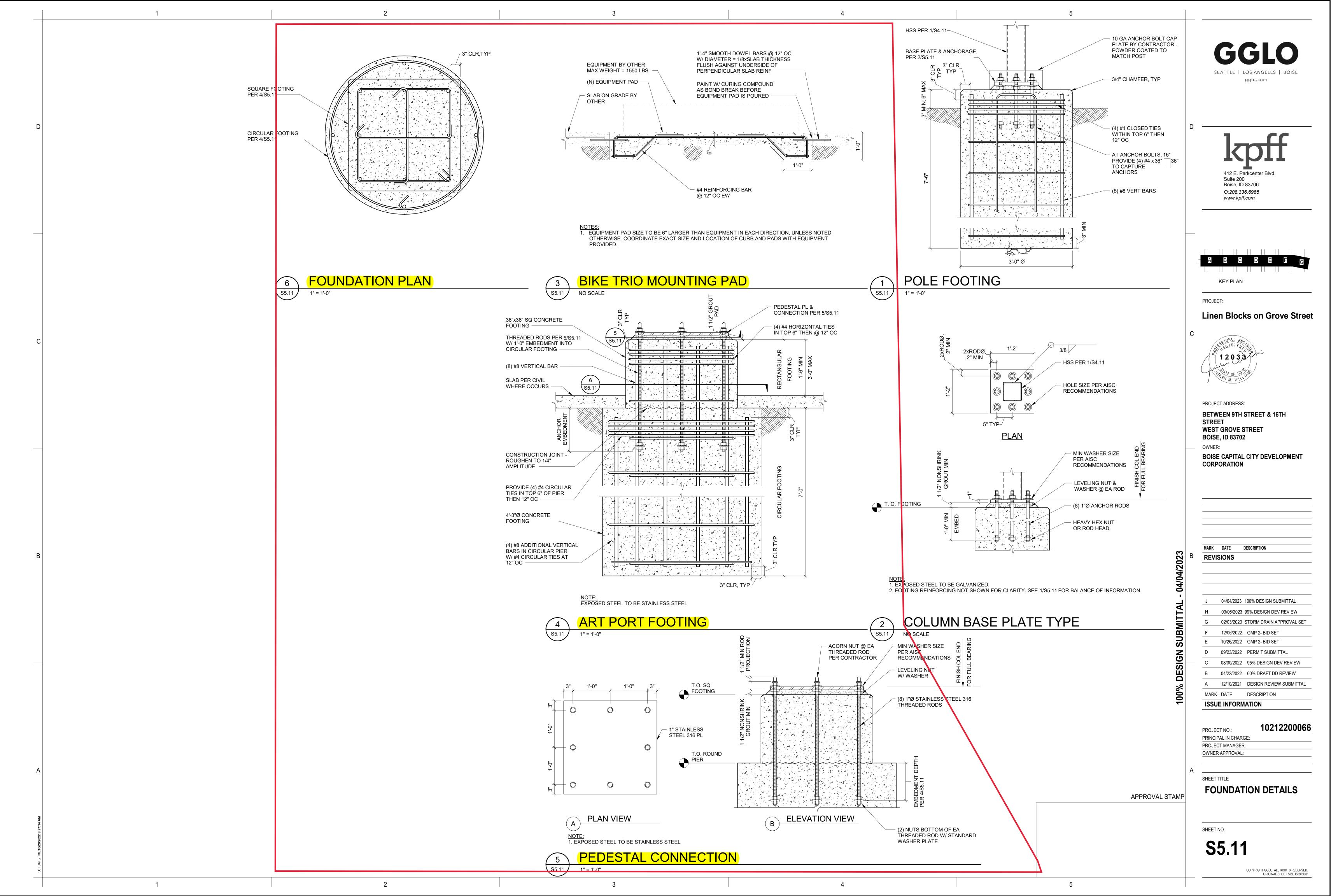
L1.05

ORIGINAL SHEET SIZE IS 24"x36"

LANDSCAPE PLAN - AREA E - EAST OF S. 11TH ST



S4.11



Manufacturer

Manufacturer

Manufacturer

www.cityofboise.org

Manufacturer

tmarshall@cityofboise.org

Boise and the City of Boise Area of Impact shall use these products.

HISTORIC LIGHT POLES, FIXTURES, and GLOBES

COBRA HEAD COLLECTOR STREET HEAD

LIGHTING FIXTURE SCHEDULE NOTES:

HISTORICAL POLES and LIGHTS

Carson Industries

Carson Industries

Hubbell Pwr System

Idaho PrecastConcrete

JUNCTION BOXES

Effective May 18, 2017

Part Number

Part Number

Type H1324-18

PG1324HA00

Part Number

Part Number

NSI ISPBS2/0

NSI ISPB2/0-2

NSI ISPB2/0-3

NSI ISPB2/0-4

NSI ISPB02/0

HOMAC USL 30

Carson 910-10-4BE

Carson 1419-12-4BE

S-40T ADA

S-40T

Note: Junction boxes used at the service connections to Idaho Power must not have a metal lid.

SIDEWALK/ROADWAY AREA JUNCTION BOXES WITH STEEL LIDS

Use Locations

Sidewalk

SIDEWALK AREA JUNCTION BOXES POLYMER CONCRETE MATERIAL

Use Locations

Sidewalks

Sidewalks

LANDSCAPE/GRASS AREA JUNCTION BOXES COMPOSITE MATERIAL

Use Locations

Landscape Area (9" Round)

Landscape Area (19" x 14")

WIRE CONNECTORS FOR UNDERGROUND

APPROVED PART NUMBER LISTING FOR CITY OF BOISE STREET LIGHTING

January 2022

The following is an approved part number listing for the City of Boise for public street lighting. All lighting projects within the City of

Part numbers listed for fixtures have the correct light color and the correct fixture color. Please verify part numbers with the vendors

Includes pole, capitol adapter (if applicable), Weatherproof duplex GFCI outlet with TAYMAC bubble cover cat #

Eyebolt*

Complete Pole * Part Number

+30'-0"

40K

Holophane LED GVD3 P20 50K AS M RAL6009 5 NNU

HB120 12-6 L/ABP07CLD107811-

BAB 25B4 DGRG RFD236759

EBBDGRG RFD236759

RXXXY SXXXY EXXXY RFD236759

RFD256665

Fixture, Modern 5245 Lumens 39 watts 134 lpw

MX5280S or equal, breakaway banner arm, lower eyelet 51" below banner arm, (4) stainless steel clips with (4) stainless steel screws, and custom hand hole cover with Boise City logo. Historic light poles are exempt from the

LED wattage labeling requirement. Light pole and all components shall be RAL 6009 color. **Ten-year fixture**

warranty required. All poles will be elevated more than 1" from the ground and they will be grouted.

to ensure you are getting what you want to include the correct mounting hardware and color for your application.

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

(May be used for service connections to Idaho Power)

(May be used for service connections to Idaho Power)

Roadway, Driveway

P: 208-608-7526

F: 208-384-3905

Part numbers listed for fixtures are basic and may not indicate the correct color or other features you need. Please verify part numbers with the vendors to ensure you are getting what you want to include the correct mounting hardware and color for your

Street light requirements including type, wattage, and pole height will be established by Boise Street Light staff.

STANDARD LIGHT FIXTURES – COBRA HEAD ARTERIAL AND COLLECTOR STREETS All lighting to meet ANSI C136.15-2011 For Field Wattage Identification and must have a label attached from an OSHA accredited Nationally Recognized Testing Lab.

The preferred photo cell is the DTL 124-1.5 STJ

All light fixtures shall be warrantied for 10 year period from the date of installation

Class "B" - 9,500 to 11,500 Lumens 130 LPW minimum

AUTOBAHN 11302 lm 81 w 140 lpw ATBM P10 MVOLT R3 4B BK NL

10,260 lm 70 w 148 lpw ATBO P203 MVOLT R3 BK NL

ARCH-M-PA2-60-740-U-T3-BK-20K-



Streetworks Arch Medium 10367 lm 63w 164 lpw

Streetworks NVN NAVION 9699 lm 66 w 147 lpw NVN SA2A 740 U T3 BK 20K PR 10X

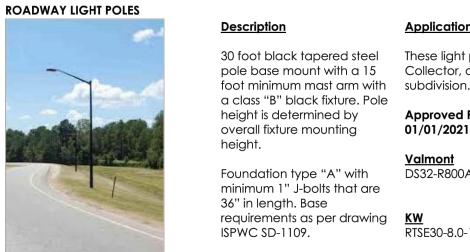
PR- 10X

GCM1 60J MV 40K 3R BK 105 WL 10525 lm 65 w 162 lpw Green Cobra

www.cityofboise.org tmarshall@cityofboise.org

P: 208-608-7526

F: 208-384-3905



OPTIONAL ROADWAY LIGHT

Anchor Base Detail

0° = Handhole

36" in length. Base requirements as per drawing **KW** ISPWC SD-1109. The installation shall meet the **Nova Pole** requirements of ISPWC drawings SD-1109, BC SD-1117, and BC SD-1127.

30 to 40-foot black tapered Under power lines or where other steel pole with a class "B" obstacles may get in the way. black fixture. Foundation type "B" with Jbolts that meet manufactures specifications KW or Valmont.

requirements as per drawing collector, and local roads outside of a ISPWC SD-1109 usually "B" for subdivision. 30 ft or "C" for 40 ft. The installation shall meet the requirements of ISPWC drawings SD-1109, BC SD-

1117, and BC SD-1127.

FBCS-HH

12'10")

in size and length. Base

Valmont 30' Poles Pole Type P-302 Pole Type P-302 RTDP30-6.84-11-BLK-113DA SBP SBC P302-BOISE-FP-BLACK-AB-(height after first bend at 19'5")

(height after first bend 19'4") Pole Type P-307 P307-BOISE-FP-BLACK-AB-(height after first bend

KW 30' Poles

Application

01/01/2021

These light poles are for Arterials,

Approved Poles required by

RTSE30-8.0-11-BLK-115PL-BC

408-68-SRTA01-F3

<u>Application</u>

Collector, and Local roads outside of a

DS32-R800A286-15S- FP- BK-SFBC-AB

Minimum NEC overhead clearances

apply and is the responsibility of the

Manufactures of these type poles are

These light poles are for arterials,

Pole Type P-307 RTDP30-6.84-11-BLK-113.8DA SBP SBC (height after first bend at 13'3")

P: 208-608-7526

F: 208-384-3905

<u>Nova Pole</u> 408-71-STRA01-F3 **GGLO** SEATTLE | LOS ANGELES | gglo.com

MUSGROVE ENGINEERING, P.A 234 S. Whisperwood Way Boise, ID 83709 208.384.0585 645 West 25th Street Idaho Falls, ID 83402 208.523.2862

www.musgrovepa.com Project No. 21-276

PROJECT:

PATCH TO MATCH EXISTING

—FINISHED GRADE

24" MIN.

FINISH CONDITIONS

2" CONDUIT (LIGHTING)

CONTRACTOR

COMPACTED FILL —

2" CONDUIT (POWER)

1. IF MULTIPLE CONDUITS SHARE TRENCH, PROVIDE SPACING BETWEEN CONDUITS

PROVIDE ZIP TIES, AND TIE ALL CONDUITS TOGETHER TO ENSURE STABILITY.

-METER BY IDAHO

POWER CO.

LIGHTING

BRANCH

CIRCUIT

(TYP.)

SIGN

ASPHALT/CONCRETE/BRICK -

6" RED MARKER TAPE, RUN -

LENGTH OF TRENCH

DETAIL NOTES:

EXISTING UTILITY SERVICE PEDESTAL

J | #2/0 | | #2/0

___100A/2P MBR_

MANUAL CIRCUIT

CLOSING METER

SOCKETS

#2/0

<u></u>100A/2P MBR_

Linen Blocks on Grove St



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

BOISE CAPITAL CITY DEVELOPMENT CORPORATION 121 N 9th St

Boise, ID 83702

REVISIONS

J 04/04/2023 100% DESIGN SUBMITTAL 03/06/2023 99% DESIGN DEV REVIEW 02/03/2023 STORM DRAIN APPROVAL SET F 12/06/2022 GMP 2 - BID SET 10/28/2022 GMP 2 - BID SET 09/23/2022 PERMIT SUBMITTAL

C 08/30/2022 95% DESIGN DEV REVIEW B 05/16/2022 60% DD REVIEW A 12/10/2021 DESIGN REVIEW SUBMITTAL

MARK DATE DESCRIPTION **ISSUE INFORMATION**

PROJECT NO.:

DRAWN BY: CHECKED BY:

> SHEET TITLE **APPROVED EQUIPMENT**

DETAILS

2021031.01

UTILITY SERVICE PEDESTAL -METER BY IDAHO POWER CO. MANUAL CIRCUIT SOCKETS LIGHTING BRANCH CIRCUIT (TYP.) --100A/2P MBR_ 100A/2P MBR METER #2 BRANCH SIGNAL MAIN SERVICE CIRCUIT LUGS RE:T SERIES PANEL PANEL (TYP.) PLANS SIGNAL LTS/REC (4) 30A/2P CONTACTORS TERMINAL BLOCKS —

- IDENTIFICATION LABELS ARE REQUIRED FOR BRANCH BREAKERS. LIGHTING BRANCH BREAKER LABELS TO READ: LIGHTING CIRCUIT NO. (SEE PLANS). POWER BRANCH BREAKER LABELS TO READ: POWER CIRCUIT NO. (SEE PLANS).
- B. SERVICE PEDESTAL TO BE NEMA TYPE '3R' FURNISHED WITH PADLOCK HASP.
- C. DEAD FRONT CONSTRUCTION IS REQUIRED ON ALL CABINETS.
- D. PLUG-IN TYPE BREAKER TO BE USED ON "B" SERVICES. MAIN BREAKERS TO BE BOLT RETAINED.
- E. TERMINAL BLOCKS SHALL BE PRESSURE TYPE, AS REQUIRED FOR #8 THROUGH #2 AWG WIRE

- TO THE DEAD FRONT, NEXT TO THE CORRESPONDING BREAKERS.
- CONTRACTOR. REFER TO PLANS AND SCHEDULES FOR BRANCH CIRCUIT QUANTITIES.

GENERAL NOTES:

- F. ALL SERVICES TO BE UL LABELED FOR MAXIMUM 200 AMP BUS RATING AND "APPROVED FOR SERVICE
- BRANCH CIRCUIT BREAKERS, BRANCH CIRCUIT WIRE, AND PHOTOELECTRIC CONTROL TO BE SUPPLIED BY THE
- J. WIRING TO BE THWN/MTW 600V 90°C RATED

FGIUS-SDGRG RFD236759 Receptacle³ Holophane Globe Granville GV5N Glass **LIGHTING FIXTURE SCHEDULE (21-276)** LAMPS WATTS MFG. & CATALOG NUMBER OR EQUAL BY NOTES TYPE DESCRIPTION MTG. NGRADE UPLIGHT FOR ART INSTALLATIONS FLUSH IG1 500LM PDX-BSS-9LED-WHT30K-MVOLT-MFL-FCL-12S-TKO GRADE 40K EXTERIOR POLE FIXTURE, HISTORIC POLE LED MOUNTED 5000LM SEE APPROVED PART NUMBER LISTING FOR CITY OF PL1 +12'-0" 40K BOISE STREET LIGHTING AS SHOWN IN THE PLANS FOR HISTORIC POLES AND LIGHTS EXTERIOR POLE FIXTURE, ROADWAY LIGHT POLE LED 30' POLE WITH 15' MAST ARM MOUNTED 10260LM 70W SEE APPROVED PART NUMBER LISTING FOR CITY OF

BOISE STREET LIGHTING AS SHOWN IN THE PLANS

FOR ATERIAL AND COLLECTOR STREET POLES AND LIGHTS

+N,G

- G. THE MAIN BREAKER LABEL TO BE MADE OF RED ON WHITE PLASTIC LAMINATE. THE BRANCH BREAKER LABELS TO BE MADE OF BLACK ON WHITE PLASTIC LAMINATE. THE LEGENDS TO BE ENGRAVED INTO THE STRIP SO AS TO PROVIDE WHITE LEGENDS ON THE REQUIRED BACKGROUND. THE LABELS TO BE PERMANENTLY ATTACHED
- ALL BUSSING TO BE 200 AMP RATED.

METERED UTILITY PEDESTAL DETAIL AT SIGNAL CAB

METER #1 BRANCH METER #2 BRANCH MAIN SERVICE CIRCUIT CIRCUIT LUGS PANEL PANEL (TYP.) LTS/REC SIGNS (4) 30A/2P CONTACTORS +N,G TERMINAL BLOCKS —— +N,G **GENERAL NOTES:** IDENTIFICATION LABELS ARE REQUIRED FOR BRANCH BREAKERS. LIGHTING BRANCH BREAKER LABELS TO READ: LIGHTING CIRCUIT NO. (SEE PLANS). POWER BRANCH BREAKER LABELS TO READ: POWER CIRCUIT NO. B. SERVICE PEDESTAL TO BE NEMA TYPE '3R' FURNISHED WITH PADLOCK HASP.

- C. DEAD FRONT CONSTRUCTION IS REQUIRED ON ALL CABINETS.
- D. PLUG-IN TYPE BREAKER TO BE USED ON "B" SERVICES. MAIN BREAKERS TO BE BOLT RETAINED.
- TERMINAL BLOCKS SHALL BE PRESSURE TYPE, AS REQUIRED FOR #8 THROUGH #2 AWG WIRE
- ENTRANCE EQUIPMENT." THE MAIN BREAKER LABEL TO BE MADE OF RED ON WHITE PLASTIC LAMINATE. THE BRANCH BREAKER LABELS TO BE MADE OF BLACK ON WHITE PLASTIC LAMINATE. THE LEGENDS TO BE ENGRAVED INTO THE STRIP SO AS

TO PROVIDE WHITE LEGENDS ON THE REQUIRED BACKGROUND. THE LABELS TO BE PERMANENTLY ATTACHED

ALL SERVICES TO BE UL LABELED FOR MAXIMUM 200 AMP BUS RATING AND "APPROVED FOR SERVICE

- TO THE DEAD FRONT, NEXT TO THE CORRESPONDING BREAKERS. BRANCH CIRCUIT BREAKERS, BRANCH CIRCUIT WIRE, AND PHOTOELECTRIC CONTROL TO BE SUPPLIED BY THE CONTRACTOR. REFER TO PLANS AND SCHEDULES FOR BRANCH CIRCUIT QUANTITIES.
- I. ALL BUSSING TO BE 200 AMP RATED.
- WIRING TO BE THWN/MTW 600V 90°C RATED

3 METERED UTILITY PEDESTAL DETAIL NO SIGNAL CAB

ORIGINAL SHEET SIZE IS 24"x36



KEYED NOTES:

(#) SYMBOL USED FOR NOTE CALLOUT.

- 1. PROVIDE PULL BOX ADJACENT TO THE NEW LIGHT POLE. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
- 2. INSTALL RECEPTACLE ON POLE. REFER TO DETAIL DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7.
- 3. PROVIDE AND INSTALL NEW LIGHT FIXTURE, POLE AND RECEPTACLE ON NEW BASE. REFER TO REFERENCED STANDARDS, SPECIFICATIONS AND DETAILS.
- 4. (2)2" CONDUITS FOR LIGHTING POWER AND RECEPTACLE POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.
- 5. NEW METERED UTILITY PEDESTAL AT SIGNAL CAB. REFER TO EG-2 FOR METERED PEDESTAL REQUIREMENTS. COORDINATE INSTALLATION OF SERVICE CONDUCTORS WITH IDAHO POWER. DIVISION 26 TO PROVIDE AND INSTALL SERVICE CONDUIT TO FEED NEW PEDESTAL, COORDINATE ROUTING, SIZE AND QUANTITY OF CONDUITS WITH IDAHO POWER.
- 6. PROVIDE PULL BOX FOR STREET LIGHTING AND RECEPTACLE CIRCUITS. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
- 7. LOCATION OF EXISTING SERVICE PEDESTAL AND METER CABINET. COORDINATE WITH IDAHO POWER TO EXTEND THE EXISTING SERVICE FROM THIS LOCATION TO THE LOCATION OF THE NEW METER SERVICE AND SIGNAL CABINET. INTERCEPT THE EXISTING LIGHTING AND RECEPTACLE CIRCUIT AND EXTEND TO THE NEW CABINET LOCATION TO MAINTAIN CONNECTION TO ALL EXISTING CIRCUITS.
- 8. OWNER PROVIDED, CONTRACTOR INSTALLED SINGLE METER UTILITY PEDESTAL. COORDINATE INSTALLATION OF SERVICE CONDUCTORS WITH IDAHO POWER. DIVISION 26 TO PROVIDE AND INSTALL SERVICE CONDUIT TO FEED NEW PEDESTAL, COORDINATE ROUTING, SIZE AND QUANTITY OF CONDUITS WITH IDAHO POWER. PROVIDE AND INSTALL A NEW 20A/1P BREAKER IN CABINET TO FEED THE SIGN. INSTALL NEW PHOTOCELL IN
- 9. ROUTE CIRCUIT TO THE SIGN BASE FROM THE SERVICE CABINET. INTERCEPT THE EXISTING SIGN FEEDER CIRCUIT AT THE EXISTING JUNCTION BOX MOUNTED ON THE SUPPORT POLE.



MUSGROVE

Boise, ID 83709 208.384.0585

645 West 25th Street

Idaho Falls, ID 83402 208.523.2862

www.musgrovepa.com Project No. 21-276

KEY PLAN

PROJECT:

C Linen Blocks on Grove St



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В	05/16/2022 60% DD REVIEW
A	12/10/2021 DESIGN REVIEW SUBMITTAL

2021031.01 PROJECT NO.: DRAWN BY: CHECKED BY:

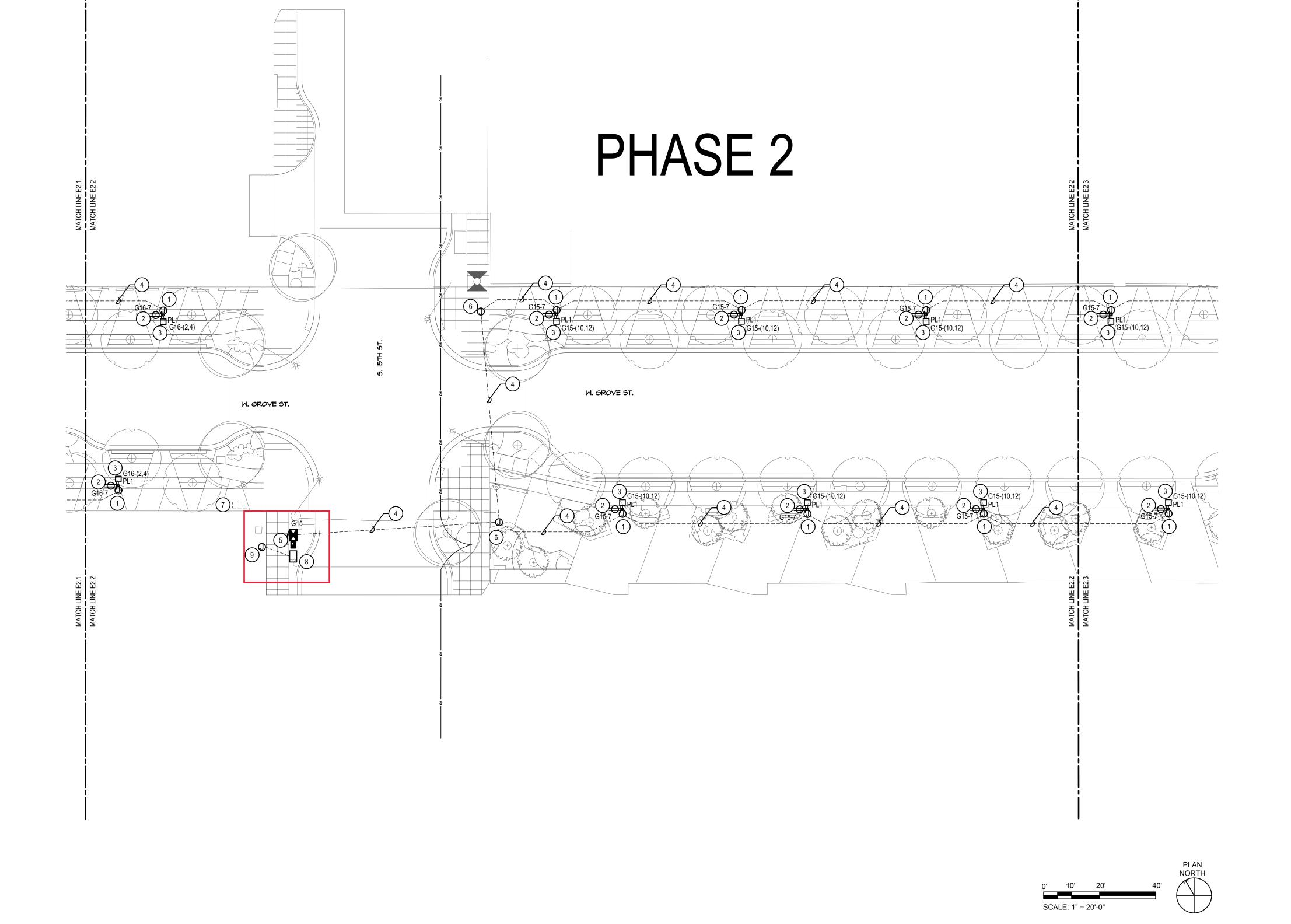
MARK DATE DESCRIPTION

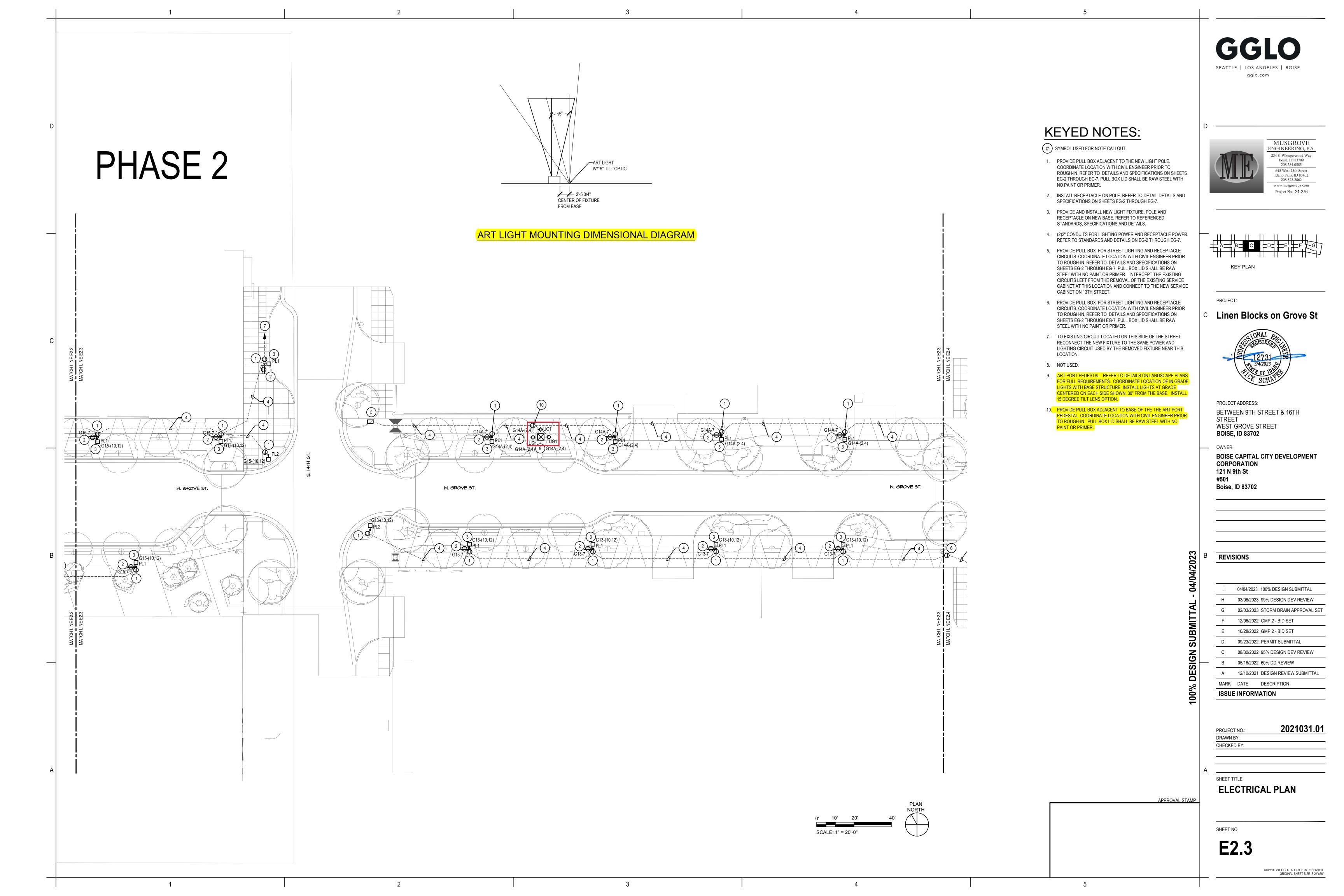
ISSUE INFORMATION

ELECTRICAL PLAN

SHEET TITLE

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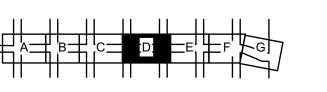


KEYED NOTES:

SYMBOL USED FOR NOTE CALLOUT.

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- 2. INSTALL RECEPTACLE ON POLE. REFER TO DETAIL DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7.
- PROVIDE AND INSTALL NEW LIGHT FIXTURE, POLE AND RECEPTACLE ON NEW BASE. REFER TO REFERENCED STANDARDS, SPECIFICATIONS AND DETAILS.
- 4. (2)2" CONDUITS FOR LIGHTING POWER AND RECEPTACLE POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.
- 5. NEW METERED UTILITY PEDESTAL AT SIGNAL CAB. REFER TO EG-2 FOR METERED PEDESTAL REQUIREMENTS. COORDINATE INSTALLATION OF SERVICE CONDUCTORS WITH IDAHO POWER. DIVISION 26 TO PROVIDE AND INSTALL SERVICE CONDUIT TO FEED NEW PEDESTAL, COORDINATE ROUTING, SIZE AND QUANTITY OF CONDUITS WITH IDAHO POWER.
- 6. PROVIDE PULL BOX FOR STREET LIGHTING AND RECEPTACLE CIRCUITS. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
- 7. CONDUIT AND CONDUCTORS FOR NEON SIGN POWER.
- PROVIDE PULL BOX ADJACENT TO BASE OF THE SIGN... SIGN. REFER TO POLE BASE CONDUIT DETAILS ON EG-7 SIMILAR
- 9. POLE MOUNTED NEON SIGN PROVIDED OWNER. COORDINATE WITH OWNER FOR ELECTRICAL CONNECTION PRIOR TO ROUGH IN. PROVIDE AND INSTALL ALL HARDWARE REQUIRED TO
- 10. LOCATION OF EXISTING SERVICE PEDESTAL AND METER CABINET. COORDINATE WITH IDAHO POWER TO EXTEND THE EXISTING SERVICE FROM THIS LOCATION TO THE LOCATION OF THE NEW METER SERVICE AND SIGNAL CABINET. INTERCEPT THE EXISTING LIGHTING AND RECEPTACLE CIRCUIT AND EXTEND TO THE NEW CABINET LOCATION TO MAINTAIN CONNECTION TO ALL EXISTING CIRCUITS.
- CONNECTION TO IRRIGATION PUMP AND CONTROLLER. PROVIDE AND INSTALL 30A, 2POLE BREAKER AT POSITION INDICATED IN WITH SIGN POWER CIRCUITS.
- CABINET AT 14TH STREET TO THE LIGHTING AND RECEPTACL

MUSGROVE ENGINEERING, P.A. 234 S. Whisperwood Way Idaho Falls, ID 83402 208.523.2862



Boise, ID 83709 208.384.0585

645 West 25th Street

www.musgrovepa.com

Project No. 21-276

KEY PLAN

PROJECT:

Linen Blocks on Grove St



PROJECT ADDRESS: BETWEEN 9TH STREET & 16TH WEST GROVE STREET

BOISE, ID 83702

BOISE CAPITAL CITY DEVELOPMENT CORPORATION 121 N 9th St Boise, ID 83702

1 12/15/2022 BID ADDENDUM 1 MARK DATE DESCRIPTION

REVISIONS

J	04/04/2023 100% DESIGN	SUBMITTAL
Н	03/06/2023 99% DESIGN I	DEV REVIEW
G	02/03/2023 STORM DRAIN	N APPROVAL SET
F	12/06/2022 GMP 2 - BID S	ET
E	10/28/2022 GMP 2 - BID S	ET
D	09/23/2022 PERMIT SUBM	IITTAL
С	08/30/2022 95% DESIGN I	DEV REVIEW
В	05/16/2022 60% DD REVIE	ΞW
A	12/10/2021 DESIGN REVI	EW SUBMITTAL

2021031.01 PROJECT NO .: DRAWN BY: CHECKED BY:

MARK DATE DESCRIPTION

ISSUE INFORMATION

SHEET TITLE **ELECTRICAL PLAN**

SHEET NO.

E2.4

COPYRIGHT GGLO. ALL RIGHTS RESERVED. ORIGINAL SHEET SIZE IS 24"x36"

W. GROVE ST.

Planning & Development Services B O I S E City of Boise | www.cityofboise.org/pds 5/4/2023 | GRD22-00069

Neon Sign Electrical

2"-6#6,1#6G

W. GROVE ST.

2"-4#6,1#6G G14B-4 G14A-(2,4) 2"-2#6,1#6G G14B-6 2"-3#6,1#6G

W. GROVE ST.



KEYED NOTES:

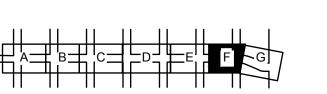
SYMBOL USED FOR NOTE CALLOUT.

1. PROVIDE PULL BOX ADJACENT TO THE NEW LIGHT POLE. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.

- 2. INSTALL RECEPTACLE ON POLE. REFER TO DETAIL DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7.
- 3. PROVIDE AND INSTALL NEW LIGHT FIXTURE, POLE AND RECEPTACLE ON NEW BASE. REFER TO REFERENCED STANDARDS, SPECIFICATIONS AND DETAILS.
- 4. (2)2" CONDUITS FOR LIGHTING POWER AND RECEPTACLE POWER. REFER TO STANDARDS AND DETAILS ON EG-2 THROUGH EG-7.
- 5. NEW METERED UTILITY PEDESTAL AT SIGNAL CAB. REFER TO EG-2 FOR METERED PEDESTAL REQUIREMENTS. COORDINATE INSTALLATION OF SERVICE CONDUCTORS WITH IDAHO POWER. DIVISION 26 TO PROVIDE AND INSTALL SERVICE CONDUIT TO FEED NEW PEDESTAL, COORDINATE ROUTING, SIZE AND QUANTITY OF CONDUITS WITH IDAHO POWER.
- 6. PROVIDE PULL BOX FOR STREET LIGHTING AND RECEPTACLE CIRCUITS. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. REFER TO DETAILS AND SPECIFICATIONS ON SHEETS EG-2 THROUGH EG-7. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
- 7. LOCATION OF EXISTING SERVICE PEDESTAL AND METER CABINET. COORDINATE WITH IDAHO POWER TO EXTEND THE EXISTING SERVICE FROM THIS LOCATION TO THE LOCATION OF THE NEW METER SERVICE AND SIGNAL CABINET. INTERCEPT THE EXISTING LIGHTING AND RECEPTACLE CIRCUIT AND EXTEND TO THE NEW CABINET LOCATION TO MAINTAIN CONNECTION TO ALL EXISTING CIRCUITS.
- 8. ART PORT PEDESTAL. REFER TO DETAILS ON LANDSCAPE PLANS FOR FULL REQUIREMENTS. COORDINATE LOCATION OF IN GRADE LIGHTS WITH BASE STRUCTURE, INSTALL LIGHTS AT GRADE CENTERED ON EACH SIDE SHOWN, 30" FROM THE BASE. INSTALL 15 DEGREE TILT LENS OPTION..
- 9. PROVIDE PULL BOX ADJACENT TO BASE OF THE THE ART PORT PEDESTAL. COORDINATE LOCATION WITH CIVIL ENGINEER PRIOR TO ROUGH-IN. PULL BOX LID SHALL BE RAW STEEL WITH NO PAINT OR PRIMER.
- 10. TO EXISTING CIRCUIT LOCATED ON THIS SIDE OF THE STREET. RECONNECT THE NEW FIXTURE TO THE SAME POWER AND LIGHTING CIRCUIT USED BY THE REMOVED FIXTURE NEAR THIS LOCATION.



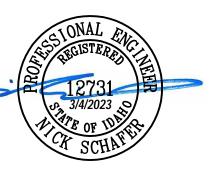




KEY PLAN

PROJECT:

Linen Blocks on Grove St



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

OWNER: **BOISE CAPITAL CITY DEVELOPMENT** CORPORATION 121 N 9th St

Boise, ID 83702

REVISIONS

J	04/04/2023	100% DESIGN SUBMITTAL
Н	03/06/2023	99% DESIGN DEV REVIEW
G	02/03/2023	STORM DRAIN APPROVAL SE
F	12/06/2022	GMP 2 - BID SET
Е	10/28/2022	GMP 2 - BID SET
D	09/23/2022	PERMIT SUBMITTAL
С	08/30/2022	95% DESIGN DEV REVIEW
В	05/16/2022	60% DD REVIEW
А	12/10/2021	DESIGN REVIEW SUBMITTAL
MARK	DATE	DESCRIPTION

2021031.01 PROJECT NO.: DRAWN BY: CHECKED BY:

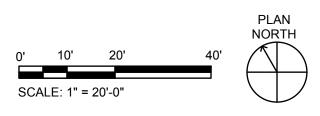
SHEET TITLE **ELECTRICAL PLAN**

ISSUE INFORMATION

SHEET NO.

E2.6

COPYRIGHT GGLO. ALL RIGHTS RESERVED. ORIGINAL SHEET SIZE IS 24"x36"



ART LIGHT
W/15° TILT OPTIC

W. GROVE ST.

Ŗ(())

2'-5 3/4"

FROM BASE

ART LIGHT MOUNTING DIMENSIONAL DIAGRAM

W. GROVE ST.

CENTER OF FIXTURE

W. GROVE ST.

EXHIBIT D

Signs of Our Times

A History of Boise Neon

The Neos Thing

In 1898, scientist William Ramsay and his counterpart Morris Travers discovered a new element that would alter the course of advertising in the United States some thirty years later. Ramsay dubbed their discovery "neon" after the Greek word *neos*, or new. In 1910, inventor Georges Claude introduced the world to the first neon lamp at the Paris Expo. ¹

"Neon signs" started to become a catch-all phrase for flashy, electrified signs. Neon itself only emits a red-orangish color. Other elements like Krypton (green-yellowish), Xenon (lavender), and Argon (blue-greenish) also comprised much of what we know of as "neon signs" historically. Subsequent reference to "neon" in this document will include both traditional Neon and these other forms. ²

Early Boise Neon

Neon signs arrived in Boise as early as 1921. The Chesapeake Café on 9th Street between Main and Idaho Streets erected a fifty-foot tall neon sign that year. The sign cost \$8,000, which converts to over \$130,000 in 2022. About a half a dozen other neons illuminated Boise that year, as the burgeoning technology expanded. ³ In March 1928, Boise's Neon Sign Company, managed by P.H. Watson of the Gem Refrigeration Company, boasted speedy service and promising, "The New Neon Signs are now obtainable thru our office." Signs could be purchased outright or leased through the company advertising that "A sign that is the most talked of, most attractive and most economical means of advertising..." In September 1928, the Neon Sign Company also touted the installation of the Pinney Theater neon. ⁴

Into the 1930s, theaters continued to use the flash of neon signs to attract Boise crowds. In June 1930, the Fox Egyptian Theater built a new "interchangeable Neon

¹ "Neon." www.rsc.org. Royal Society of Chemistry.

² Barnes, John. *Neon Road Trip*. Gibbs Smith. 2020.

³ "Blinker Trouble Causes Removal of Old Landmark." Idaho Daily Statesman. April 24, 1949. Pg. 24.

⁴ Advertisement. Idaho Daily Statesman. March 22, 1928. Pg. 10. Advertisement. Idaho Daily Statesman. March 23, 1928. Pg. 10. Advertisement. Idaho Daily Statesman. March 28, 1928. Pg. 10. Advertisement. Idaho Daily Statesman. April 1, 1928. Pg. 10.

sign" for \$30,000 (over \$500,000 in 2022).⁵ The use of the neon lights did not come without woes. In August 1934, faulty wiring in a sign caused significant damage to the Granada Theater at 1008 Main Street.⁶ Still, the allure grew as evidenced by its use to brand products. Olympia Beer advertised "Look for the Blue Neon..." in a series of advertisements.⁷ In fact, in 1935, neon signs and its captivating glow caught the attention of the Idaho Legislature. Legislation passed taking measures to outlaw any signs costing more than \$15. Emitt Pfost, the Commission of Law Enforcement, reasoned the new bill would spare Idahoans, "the unfavorable reaction if you walk down the street and see at every cross walk an expensive neon sign blaring forth the virtues of some brand of beer." ⁸

Neon's Heyday in Boise

While the effort to prohibit some neon prevailed, neon remained a popular form of advertising. Even churches used the signs to gain parishioners. The Boise Police Department's neon buzzed at City Hall (at the corner of 8th and Idaho). On December 19, 1943, however, a "well-aimed snow ball" temporarily disabled the police department's sign glow. After word of Japan's 1945 World War II surrender, Boiseans found ways to uniquely celebrate. Idaho Power employees wrapped the company's neon sign with toilet paper. 11

After the war came a bustling economy and the increased use of the automobile. Neon further surged. More mobile and with disposable incomes, Americans ventured out more and sought new entertainment. Neon provided flashy ways to lure in customers and highlight the bright lights of prosperity. On October 4, 1947, sixteen Pacific Northwest neon sign companies converged on Boise. The convention boasted representation from the likes of Spokane, Washington, Vancouver, British Columbia, and Boise's own Idaho Neon and Lighting Company. The neon companies sat for a

⁵ "Fox Egyptian To Be Improved." Idaho Daily Statesman. June 5, 1930. Pg. 5.

⁶ "Brief City News." Idaho Daily Statesman. August 21, 1934. Pg. 2.

⁷ Advertisement. Idaho Daily Statesman. March and April, 1935. Pg. 6.

⁸ "Gem State Launches Crusade Against Costly Beer Signs." Idaho Daily Statesman. May 28, 1935. Pg. 1.

⁹ "This Week's Activities in Church and Religious Circles." Idaho Daily Statesman. March 21, 1937. Pg. 23.

¹⁰ "Christmas Snow Settles on Boise." Idaho Daily Statesman. December 20, 1943. Pg. 2.

¹¹ "Some Sidelights of Boise's Reaction to Surrender News." Idaho Daily Statesman. August 14, 1945.

luncheon at The Owyhee Hotel, itself donning neon at various times through its history. 12 Still, mishaps and electrical shorts proved commonplace for neon in Boise. In 1958, citizens snickered at some mishaps as well, "...the S went out on the big red neon sign of another oil company. Which one? Shell." 13

The Down and Up of Boise Neon

In 1966, a City of Boise ordinance sought to diminish the presence of large, obtruding neon. Neon could still exist, but not in the same size and flash as any advertiser or business owner intended. ¹⁴ Ultimately, the cost, delicate nature, propensity for damage, and advances in cheaper plastic signs led to the decline of neon in Boise and around the country. Additionally, the mass exodus of populations from metropolitan centers to the suburbs meant less need for the flashy form of advertising. In the 1970s, as noted in *Neon Road Trip* by John Barnes, "Neon signs were often associated with more undesirable businesses, such as strip clubs and seedy bars."

Neon and advertising saw its heyday in Boise from the later 1940s through the 1960s. Advertising companies like Ashley Sign Company and AAA Sign Company helped exemplify the art of advertising. Paul Ashley worked for his father at the Ashley Sign Company from 1934-1941 before starting AAA Sign Company in Hyde Park in 1944. Local artist/historian Justinian Morton noted, "This town was what 40,000 [population] in the 1960s? At that time Boise was Podunk, and yet signs were on par with Los Angeles and other big cities. Paul is the reason for that." Paul kept many old neon signs he built, helped create with additional art, or simply collected. Since many signs were leased from the companies directly, they would be kept in relatively good shape and eventually repurposed later with new neon. 15

Local artist Vangie Osborn collected, and sought to preserve, several signs she obtained from Paul Ashley. Other collecting from around Boise ensued. In 2004, she

70,000.

¹² "Neon Sign Firms Open Convention." Idaho Daily Statesman. October 4, 1947. Pg. 2.

¹³ "About Town." Idaho Daily Statesman. April 13, 1958. Pg. 28.

 [&]quot;Admen See Dangers in Controls." Idaho Daily Statesman. January 18, 1966. Pg. 20. See also: "Accord Believed Nearing Over New City Sign Code As Firms Consider Text." Idaho Daily Statesman. February 18, 1966. Pg 19.
 Justinian Morton. Interview. August 2022. Note: Boise's population in the 1960s was actually between 50,000-

shared with Idaho Statesman reporter Anna Webb about her "Signs of Our Times" effort. Osborn, along with other local art and history enthusiasts wanted to preserve and refurbish Boise's neon. The finish product, Osborn hoped, would be part museum, part public art; a homage to a since-forgotten era of Boise's neon heyday. Whether tucked away in nearly abandoned old buildings, or in junk piles outside state buildings, the neon represented something Osborn deemed worthy of commemoration. Project supporters included Rocket Neon and Image National Signs, Lytle Signs, and Golden West Advertising.¹⁶

Osborn's team successfully refurbished several signs. A great example includes the Cub Tavern sign. The business operated at the southeast corner of Capitol Boulevard and Grove Street. The "Cub" sign proved a successful attraction at the Idaho State Museum (formerly the Idaho State Historical Museum) for the sesquicentennial celebration of Idaho and Boise. Moving forward, the next steps include refurbishing and displaying six neon signs on Grove Street between 12th and 13th Streets as part of Capital City Development Corporation's Linen Blocks on Grove Street project. The following biographical shorts provide some brief history of the neon signs, which will be featured in the display.

Blue Bell Auto Park (ca. 1932-1958)

The Blue Bell Auto Park opened sometime in 1932 or 1933. First officially listed as the Blue Bell Tourist Camp, it served as both a permanent and semi-permanent home for travelers and Boiseans. ¹⁷ Tourist camps provided an area for travelers to stop for respite as the advent of the automobile allowed for more recreational travel crosscountry.

Located at 7324 Fairview Avenue near Cole Road, the "auto park" provided space for automobiles initially, but grew to include mobile home units. The Blue Bell Auto Park included a small grocery store and obtained a beer license at the location in 1944.¹⁸ A

¹⁶ "Neon Memories." Idaho Daily Statesman. Life Section. August 14, 2004. Pg. 1. See also "Project restoring signs of old Boise." Idaho Daily Statesman. September 8, 2004. Pg. 8.

¹⁷ Polk City Directory. Boise City and Ada County. 1932-1933.

¹⁸ "Legal Notices." Idaho Daily Statesman. November 1, 1944. Pg. 18.

year prior, proprietor John J. Turner found himself in trouble with the law for having a slot machine on site.¹⁹ In 1958, the Blue Bell last appeared in the official city directory.²⁰

In March 2000, Vangie Osborn purchased the sign from Wilson Company on Fairview Avenue. She indicated the sign likely had not travelled far from its original home due to its condition and size.

*Café/Truck Stop (unknown)

In May 2000, Osborn purchased a total of five signs including the Café/Truck Stop, L & B Beverage, Sands Motel, Chuck Dragoo Auto Sales, and Fiesta Ballroom for \$1,850 from Paul Ashley (formerly of Ashley Advertising and AAA Sign Company). Unfortunately, Vangie Osborn could not provide any information regarding the name of the business where this sign resided. Due to the vague nature of the actual sign and no known photographs of the sign while in use, there is no helpful business-related information at this time. The sign, however, is very indicative of how advertisers and sign-makers repurposed signs. The generic title (i.e. "café" and/or "truck stop") lent itself to being reused and leased again for profit.

*L & B Beverage

In June 1961, the L & B Beverage advertised their grand opening in the Idaho Daily Statesman. Located on Highway 44 (more commonly referred to as State Street as of 2022) about one and half miles from the Plantation Golf Course (The River Club as of 2022), a business advertisement boasted of the "coldest beverages in town." The Mountain States Telephone Directory only listed the business in 1961 and 1962.

*Chuck Dragoo Auto Sales (1958-1961)

Charles "Chuck" Dragoo worked in car sales for approximately fourteen years, from about 1947 until his death in 1961. After working as a manager at Campbell-Simpson

¹⁹ "Pair Admits Having Slot Machines in Use." Idaho Daily Statesman. April 11, 1943. Pg. 3.

²⁰ Polk City Directory. Boise City and Ada County. 1958.

²¹ Advertisement. Idaho Daily Statesman. June 8 and June 9, 1961. Pg. 8.

²² Mountain States Telephone Directory. January 1961 (revised November 1960) and December 1962.

^{*}Notes the sign was purchased in a bundle of five in March 2000 for \$1,850 by Vangie Osborn from Paul Ashley.

Auto and Ed Hollenbeck Auto, Chuck started his own namesake used car lot at 1215 Main Street (between 11th and 12th Streets). On September 13, 1958 an advertisement featuring his photo proclaimed "Now OPEN to serve you ...CHUCK DRAGOO Auto Sales, 1215 Main St. ...Bringing You Boise's Finest Values in USED CARS..."

Tragically, Dragoo died while working on a car at the lot on 1215 Main Street. On September 20, 1961, his wife requested a welfare check after she could not reach him. Police found him unresponsive. Repeated attempts to revive him failed.²⁴ The business expectedly experienced a major setback and shuttered within the year.²⁵

*Sands Motel (1956-2002)

In October 1955, the city issued a building permit for a "masonry motel."²⁶ In 1956, the Sands Motel opened to the public at 1111 West State Street. Frank Sinatra, Dean Martin, and Sammy Davis Jr. helped popularize the mere mention of "Sands" through their ties to the hotel in Las Vegas of the same name (the Las Vegas motel opened in 1952).

By the later 1990s, the motel became a haven for down-on-their-luck Boiseans and vagrants. It also served as the last refuge for some criminally inclined citizens.²⁷ Once vacated and slated for demolition, the Boise Fire Department conducted smoke training inside the abandoned shell of the motel.²⁸ The motel permanently closed in 2002.

Mercury Cleaners (1946-1985)

Mercury Cleaners operated at 924 South Roosevelt Street on the Boise Bench. In August 1946, the first advertisement for Mercury Cleaners appeared in the newspaper.²⁹ The business did not officially carry a Secretary of State license until

²³Advertisement. Idaho Daily Statesman. September 13, 1958. Pg. 14. See also: "Advertisement. Idaho Daily Statesman. May 1, 1955. Pg. 14.

²⁴ "C.W. Dragoo, Auto Firm Owner, Dies." Idaho Daily Statesman. September 21, 1961. Pg. 24.

²⁵ "Idaho Finance Firm Wins Jury Decision." Idaho Daily Statesman. May 3, 1962. Pg. 18

²⁶ "Permits Issued For Building New Church." Idaho Daily Statesman. October 30, 1955. Pg. 6.

²⁷ "Wild chase for suspect leads through Y." Idaho Daily Statesman. January 1, 1992. Pg. 1. See also: "Washington murder suspect arrested and arraigned in Boise." Idaho Daily Statesman. April 2, 1994. "Fate put girl down, so she lifts others up." Idaho Daily Statesman. December 25. 1997.

²⁸ "Training firefighters for real life." Idaho Daily Statesman. July 18, 2002. Pg. 24.

²⁹ Advertisement. Idaho Daily Statesman. August 7, 1946. Pg. 6.

February 13, 1947. In June 1947, labor disputes nearly shuttered the business. AFL Laundry and Dry Cleaning Workers, local 330, failed to negotiate terms with owners and over 100 workers agreed to strike. Though tensions appeared to remain, the formal strike ended by October 1947.³⁰ The business saw other labor disputes, boiler malfunctions, and company city league sports scores made the regular newspaper rounds.³¹ Mercury Cleaners, under the official business listing with the Secretary of State, ceased in November 1966. A November 1967 building permit approved the removal of a marquee, but did not detail the sign type.³² Gerald "Scott" and Vrene Robinson purchased the cleaners in 1970. It is uncertain if they obtained a business license under a different legal name, but they operated the cleaner until 1985.³³ Vangie Osborn purchased the Mercury Cleaners sign from Scott and Vrene in May 2015.

^{*}Notes the sign was purchased in a bundle of five in March 2000 for \$1,850 by Vangie Osborn from Paul Ashley. ³⁰ "Boise Cleaning Plant Workers Vote Walkout." Idaho Daily Statesman. June 11, 1947. Pg. 1. See also: "Official Denies Dispute Exists." Idaho Daily Statesman. October 11, 1947. Pg. 3.

³¹ "Boiler Break Reported." Idaho Daily Statesman. January 5, 1956. Pg. 20., "Laundry Workers Designate Agent." Idaho Daily Statesman. June 2, 1949. Pg. 20., "City Recreation." Idaho Daily Statesman. February 29, 1972. Pg. 18. ³² "Building Permits." Idaho Daily Statesman. November 18, 1967. Pg. 14.

³³ https://www.relyeafuneralchapel.com/tributes/Gerald-Robinson. Obituary. Retrieved August 12, 2022.



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC

FROM: Stephanie Johnson, City of Boise

cc: Jennifer Stevens, City of Boise

DATE: 1/13/2025

RE: Public Art and Cultural Assets: Linen Blocks on Grove Street Type 4 Agreement –

Date Amendments

PUBLIC ART AND CULTURAL ASSETS: LINEN BLOCKS ON GROVE STREET TYPE 4 AGREEMENT – DATE AMENDMENTS

In July 2023, the Capitol City Development Corporation Board of Directors and the Boise City Council approved a Type 4 Partnership Agreement entitled "Public Art and Cultural Assets: Linen Blocks on Grove Street.

Bike Trio

The *Bike Trio* sculpture was deinstalled from the intersection of 14th Street and Grove Street in April 2023 to accommodate the CCDC Grove Street improvement project. Although the original T4 Agreement scheduled reinstallation before September 30, 2024, the construction delays have shifted the reinstallation to the new target date of March 26, 2025.

Art Port

In January 2024, the City of Boise executed an MOA with BSU to implement the ArtPort project process. The first Art Port sculpture was installed June 27, 2024. Continuing in partnership with BSU, the publicly selected, student sculpture will be installed by May 16, 2025. The 2025 Art Port project will launch January 16, 2025.

In alignment with current construction schedule and reimbursement submittal requirements, the City of Boise requests the following date amendments to the Type 4 Agreement:

Bike Trio installed: March 26, 2025
Art Port installed: May 16, 2025
End of term: September 30, 2025

ATTACHMENT 3 AMENDMENT 1 TO GROVE STREET INTERPRETIVE SIGNAGE



TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT

GROVE STREET INTERPRETIVE SIGNAGE

AMENDMENT 1

This AMENDMENT 1 to the TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation ("the City"). CCDC and the City may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

- A. CCDC and City have previously entered into a Type 4 Capital Improvement Reimbursement Agreement, effective April 8, 2024, and attached hereto as EXHIBIT A (the "Agreement"), for the installation of sixteen (16) interpretive signs along the Grove Street corridor, in the River Myrtle-Old Boise Urban Renewal District, to serve as a self-guided walking tour and to provide viewers with a fuller understanding of Boise's rich history and the factors that helped shape the built environment.
- B. City, through its Department of Arts & History, requested an amendment to the Agreement in order to extend the Term of the Agreement and to identify a Project completion date to better meet the City's efforts with the Project. City's request, dated January 21, 2025, is attached hereto as EXHIBIT B.
- C. CCDC and City have determined that it is in the best public interest to amend the Agreement as follows to achieve the objectives desired by the Parties.

AGREEMENT

NOW, THEREFORE, in accordance with Section 24 of the Agreement which provides for amendments to the Agreement as needed by the Parties, City and CCDC hereby make the following amendments to the Agreement:

- **1.** Section 3, *Term*, of the Agreement is hereby amended to read as follows:
- 3. <u>Term</u>. This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) <u>May 31</u>

<u>September 30</u>, 2025, whichever comes first (the "Termination Date"). The Parties hereto expressly acknowledge and understand the District terminates September 30, 2025. Accordingly, the Parties hereto expressly acknowledge and understand that CCDC cannot and will not extend any obligations of this Agreement beyond this Termination Date.

- **2.** Section 6, *Signage Design Integration; Installation*, of the Agreement is hereby amended to read as follows:
- **6. Signage Design Integration**; **Installation**. The City shall be responsible for coordination of the interpretive signage and installation to ensure compatibility with the design parameters shown in the Old Boise Blocks Project's and the Linen Blocks Project's technical drawings. <u>All signage is to be installed by May 31, 2025.</u>

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

- **3.** Section 19, *Notices and Receipt*, of the Agreement is hereby amended to read as follows:
- **19.** <u>Notices and Receipt.</u> All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Karl Woods, Senior Project Manager

Megan Pape, Project Manager

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 <u>kwoods@ccdcboise.com</u> <u>mpape@ccdcboise.com</u>

With a copy to: John Brunelle, Executive Director

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702

jbrunelle@ccdcboise.com

If to Boise City: Maureen Lavelle, History Program Manager

Jennifer Stevens, Director

Boise City Arts and History Department

P.O. Box 500

Boise, Idaho 83701-0500 mlavelle@cityofboise.orgixstevens@cityofboise.org

With a copy to: Boise City Attorney's Office

Attn: Rob Lockward, Deputy City Attorney
Attn: Christine Dodd, Deputy City Attorney

P.O. Box 500

Boise, Idaho 83701-0500 rlockward@cityofboise.org

cevangelindesdodd@cityofboise.org

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

End of Amendment 1 | Signatures appear on the following page.

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Amendment 1, executed this Amendment 1 with an effective date last written below.

FOR CCDC:		
By: John Brunelle, Executive Director		
Date:		
Approved as to form:		
	CCDC Budget I	nfo / For Office Use
·	Account	302-6800
Mary Watson, General Counsel	Activity Code	24023
	PO#	240030
Date:	Contract Term	September 30, 2025
FOR BOISE CITY:	ATTEST:	V .
By: Lauren McLean, Mayor	Jamie Heinzerling, C	Jul
Lauren McLean, Mayor	Jamie Heinzerling, C	ity Clerk
Date: 2/5/2025	Date: 2/5/2025	
Approved as to form: Christine Dodd, Deputy City Attorney Date: 2/6/25		
Exhibits:	TE	
A: Type 4 Capital Improvement Reimbursement Agr	reement	SE CI
B: Request Memo from City of Boise, dated January	/ 21, 2025	***************************************



TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT

GROVE STREET INTERPRETIVE SIGNAGE

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

RECITALS

- A. Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.
- B. CCDC funds cultural asset projects in Boise's urban renewal districts as an economic development tool to attract people and businesses to those districts.
- C. Through community engagement efforts and cross-entity discussions about redevelopment efforts on Grove Street from 3rd to 16th Streets, the Parties recognized that historical interpretation is critical for placemaking along the Grove Street corridor as a means of providing information about the area's past. As such, the Agencies wish to memorialize their collaboration for the interpretive signage.
- D. Through its Grove Street Interpretive Signage Project ("the Project"), CCDC and the City intend to make improvements to the public right-of-way on Grove Street from 3rd to 16th Streets by providing interpretive signage related to the Grove Street corridor's historical past.
- E. The City's Arts and History Department staff have worked with CCDC to identify opportunities on Grove Street to provide sixteen (16) interpretive signs to serve as a self-guided walking tour and provide viewers with a fuller understanding of Boise's rich history and the factors that helped shape the built environment.
- F. The Project is being undertaken in the River Myrtle-Old Boise Urban Renewal District ("District") as defined by the River Myrtle-Old Boise District Plan. The addition of

interpretive signage will contribute to enhancing and revitalizing the District.

- G. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Coordination Program which coordinates CCDC-initiated capital improvement projects with construction activities of private development or other public agencies.
- H. CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.

AGREEMENT

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

- 1. <u>Purpose</u>. The purpose of this Agreement is to memorialize the Parties' agreement concerning financial reimbursement for installation of interpretive signage in the River Myrtle-Old Boise Urban Renewal District (the "Project"), in an area of downtown Boise on Grove Street. Seven (7) signs are to be placed between 3rd Street and Capitol Boulevard and nine (9) signs are to be placed between 10th and 16th Streets. The City's request for collaboration and funding for the Project is attached as Exhibit A.
- **2.** <u>Effective Date</u>. The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.
- 3. <u>Term.</u> This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) May 31, 2025, whichever comes first (the "Termination Date"). The Parties hereto expressly acknowledge and understand the District terminates September 30, 2025. Accordingly, the Parties hereto expressly acknowledge and understand that CCDC cannot and will not extend any obligations of this Agreement beyond this termination date.
- 4. <u>Interpretive Signage Content.</u> The City's Department of Arts and History will create content for and manage the design, fabrication and installation of the sixteen (16) interpretive signs. <u>CCDC</u> will be allowed a reasonable amount of time to review and thereafter reject or approve all signage content prior to fabrication and installation by the City. The intended content subject matter of the signage is described and depicted on the attached Exhibit A.
- 5. <u>Interpretive Signage Locations</u>. The Parties have identified seven (7) locations for signage to be placed between 3rd Street and Capitol Boulevard, and nine (9) locations for signage to be placed between 10th and 16th Streets. The location of the signage is described and depicted on the attached Exhibit B.
- **6.** Signage Design Integration; Installation. The City shall be responsible for coordination of the interpretive signage and installation to ensure compatibility with the design parameters shown in the Old Boise Blocks Project's and the Linen Blocks Project's technical drawings.

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

- **7.** Reimbursement Obligation. The total amount paid by CCDC to the City for the Project under this Agreement (the "Reimbursement Obligation"), shall not exceed NINETY THOUSAND DOLLARS (\$90,000.00). Payment shall be on a reimbursement basis. The Estimate of probable costs are shown on Exhibit A.
- **8.** Reimbursement. The City shall pay for all costs associated with the Project EXCEPT: CCDC WILL NOT REIMBURSE FOR ANY SIGNAGE NOT PREVIOUSLY REVIEWED AND APPROVED BY CCDC. CCDC shall reimburse the City only upon completion of the Project, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from the City. CCDC shall make payment within 60 days of receipt of a sufficiently detailed invoice. After installation, billing, and reimbursement for the Project, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all Project-related costs in a particular fiscal year, CCDC can, at its option, remit to the City a lump sum amount equal to this Agreement's outstanding balance as necessary.
- **9.** Project Management; Project Updates. The City shall be responsible for managing all aspects of the work performed under this Agreement. The City shall be responsible for receipt and review of invoices from and disbursement of payments to artists, consultants, fabricators, and installers. The City will provide periodic reports to CCDC staff on the progress of the Project.
- **10.** <u>Subordination of Reimbursement Obligations</u>. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payment as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC funds.
- 11. <u>Maintenance After Installation</u>. The City shall maintain or arrange to maintain the interpretive signage funded by this Agreement at its own expense. The City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. The City acknowledges and agrees CCDC has no obligation to maintain the interpretive signage installed as part of this Agreement or any other maintenance obligations under this Agreement. The City's obligations under this section shall be contingent upon the City's designation of funds for this purpose in its annual budget cycle.
- **12.** Promotion of Project. The City shall recognize CCDC as a funding partner in all publicity, signage, reports, or documentation related to the interpretive signage. Both Parties may promote their involvement in this Agreement, including information posted on websites and social media.
- **13. Warranty.** The City warrants that the materials and workmanship employed in the fabrication and installation of the interpretive signage are of best quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to a quality within the material or materials which comprise the interpretive signage which, either alone or in combination with other materials used in the interpretive signage or reacting to the environment, results in the

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

- **14.** Ownership. CCDC makes no claim now or in the future to any ownership, including intellectual property rights, of the interpretive signage installed under this Agreement.
- **15.** <u>Default.</u> Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:
 - a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
 - b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
 - c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
 - d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- **16.** <u>No Joint Venture or Partnership</u>. CCDC and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and the City a joint venture or partners.
- 17. <u>Successors and Assignment</u>. This Agreement is not assignable except that the City may assign the City's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.
- **18.** Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.
- **19.** <u>Notices and Receipt.</u> All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Karl Woods, Senior Project Manager

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 kwoods@ccdcboise.com

With a copy to: John Brunelle, Executive Director

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 jbrunelle@ccdcboise.com

If to Boise City: Maureen Lavelle, History Program Manager

Boise City Arts and History Department

P.O. Box 500

Boise, Idaho 83701-0500 mlavelle@cityofboise.org

With a copy to: Boise City Attorney's Office

Attn: Rob Lockward, Deputy City Attorney

P.O. Box 500

Boise, Idaho 83701-0500 rlockward@cityofboise.org

- **20.** <u>Indemnification.</u> The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:
- a. To the extent permitted by law, the City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. To the extent permitted by law, CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.
 - 21. <u>Insurance Requirements</u>. Each Party shall maintain, and specifically agrees that

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

- **22.** Entire Agreement; Waivers. This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.
- **23.** Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.
- **24.** Amendments to this Agreement. CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.
- **25.** <u>Time is of the Essence.</u> Time is of the essence for each and every provision of this Agreement and will be strictly followed by the Parties.

End of Agreement | Signatures appear on the following page.

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

FOR CCDC:

By: John Brunelle, Executive Director		
Date: APRIL 8, 2024		
Approved as to form: Mary Watson, General Counsel Date: APRIL 8, 2024	Fund Account Activity Code PO Number Contract Term	1 Info / For Office Use 302 6800 24023 240030 May 31, 2025
FOR BOISE CITY: By: Lauren McLean, Mayor	Lynda Lowry, Ex-Offi	Journal Journal of City Clerk
Date: 4/2/2024	Date: 4/2/2024	
Approved as to form:		
Rob Lockward, Deputy City Attorney Date:		
EXHIBITS A: City of Boise Memo, dated December 5 B: Interpretive Signage Locations	, 2023, updated March 22	, 2024 .



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC

FROM: Jennifer Stevens, City of Boise

cc: Karl Woods, CCDCDATE: Update: 3/27/2024

RE: Grove Street Interpretive Signage Walking Tour

GROVE STREET SIGNAGE FUNDING REQUEST

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

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

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

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

Sign locations and types are described below.

The signs will address history related to the following topics:

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

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



PROPOSED TIMELINE

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

Content, design, and fabrication complete for signs:

May 31, 2025

Invoice for all sign work:

May 31, 2025

May 31, 2025

July 1, 2025

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

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

Total Request: \$90,000

SIGN DESCRIPTIONS

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

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

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

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

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



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

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

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

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

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



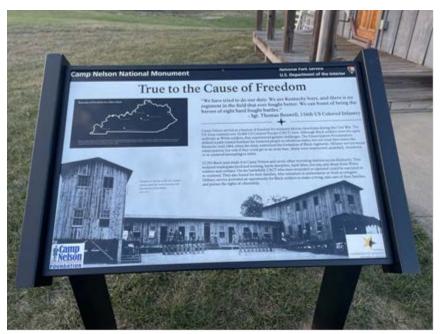
16. Orientation: Overview of Grove Street historical walking tour, including summary of content and "why this matters" statement. (24" square)

Example 1:

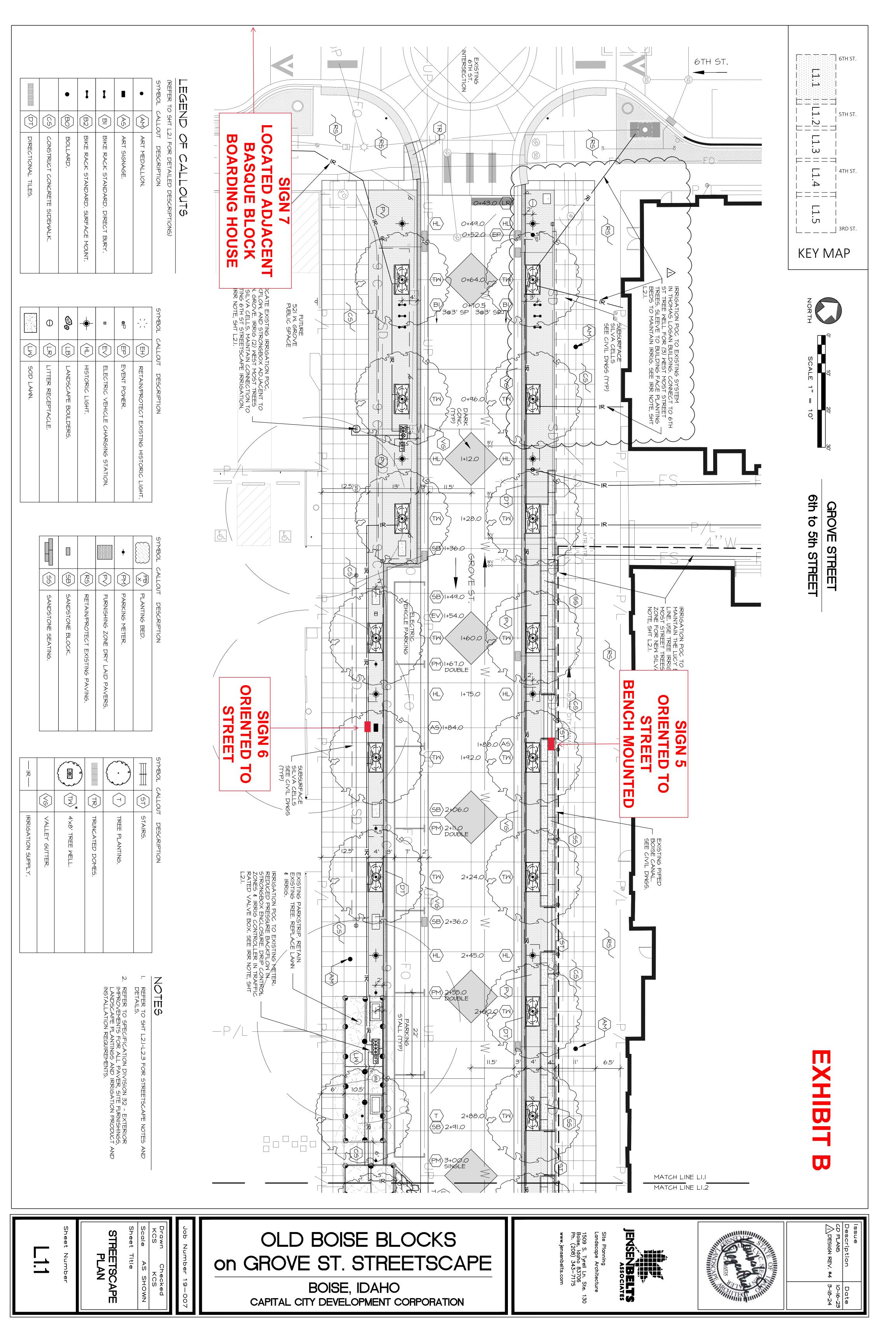


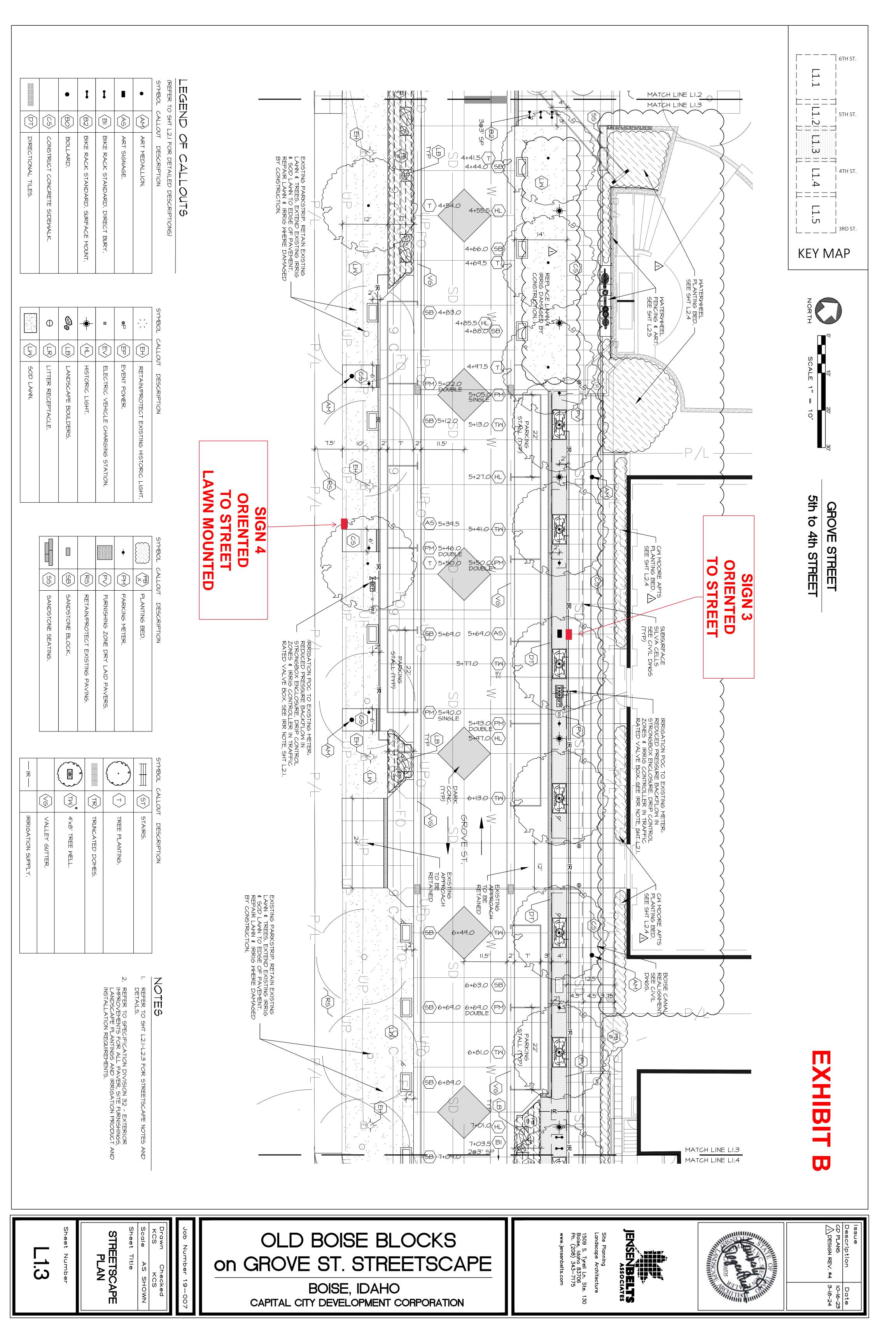
A sign such as this one would give visitors the opportunity to see images of Grove Street during previous eras.

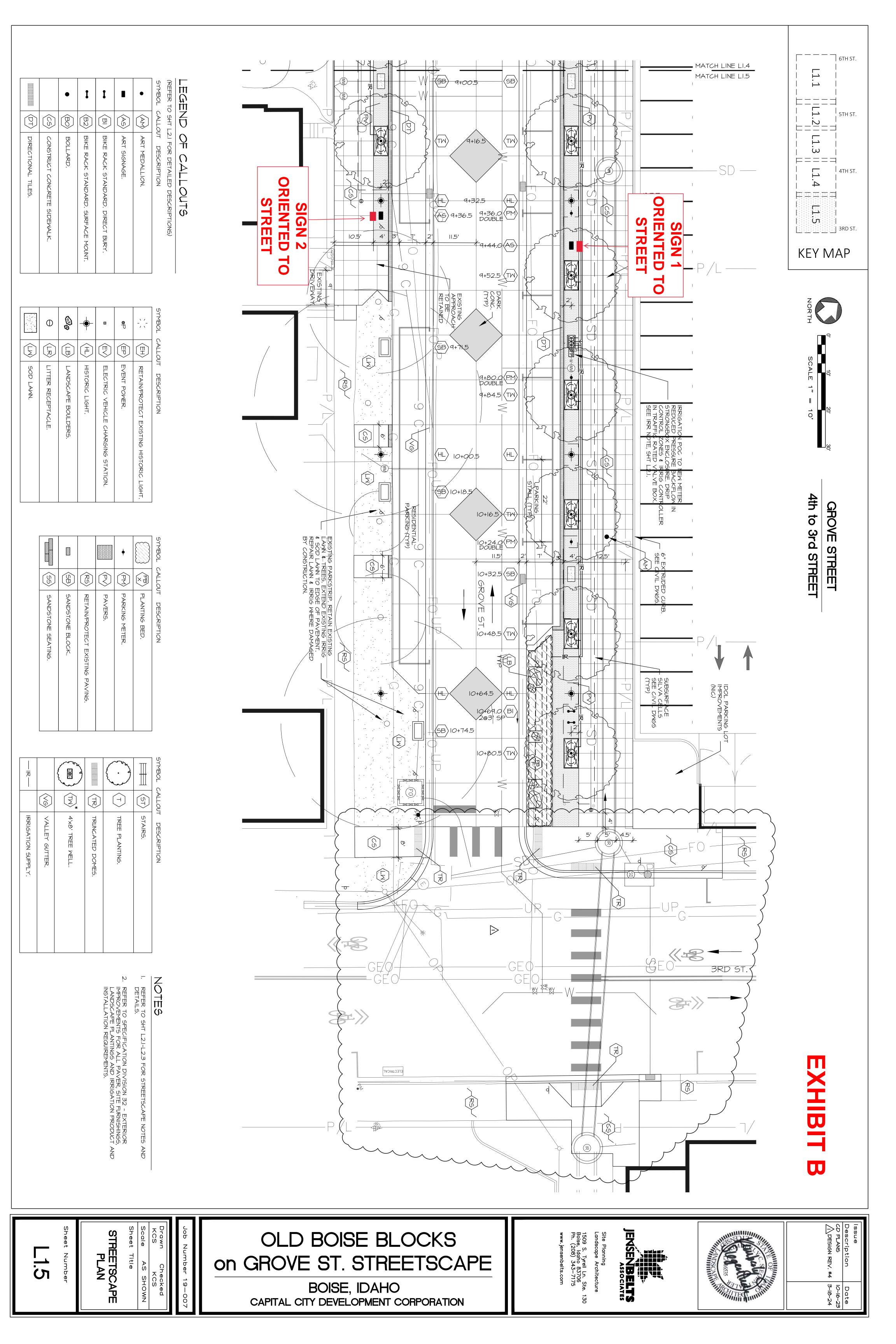
Example 2:



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

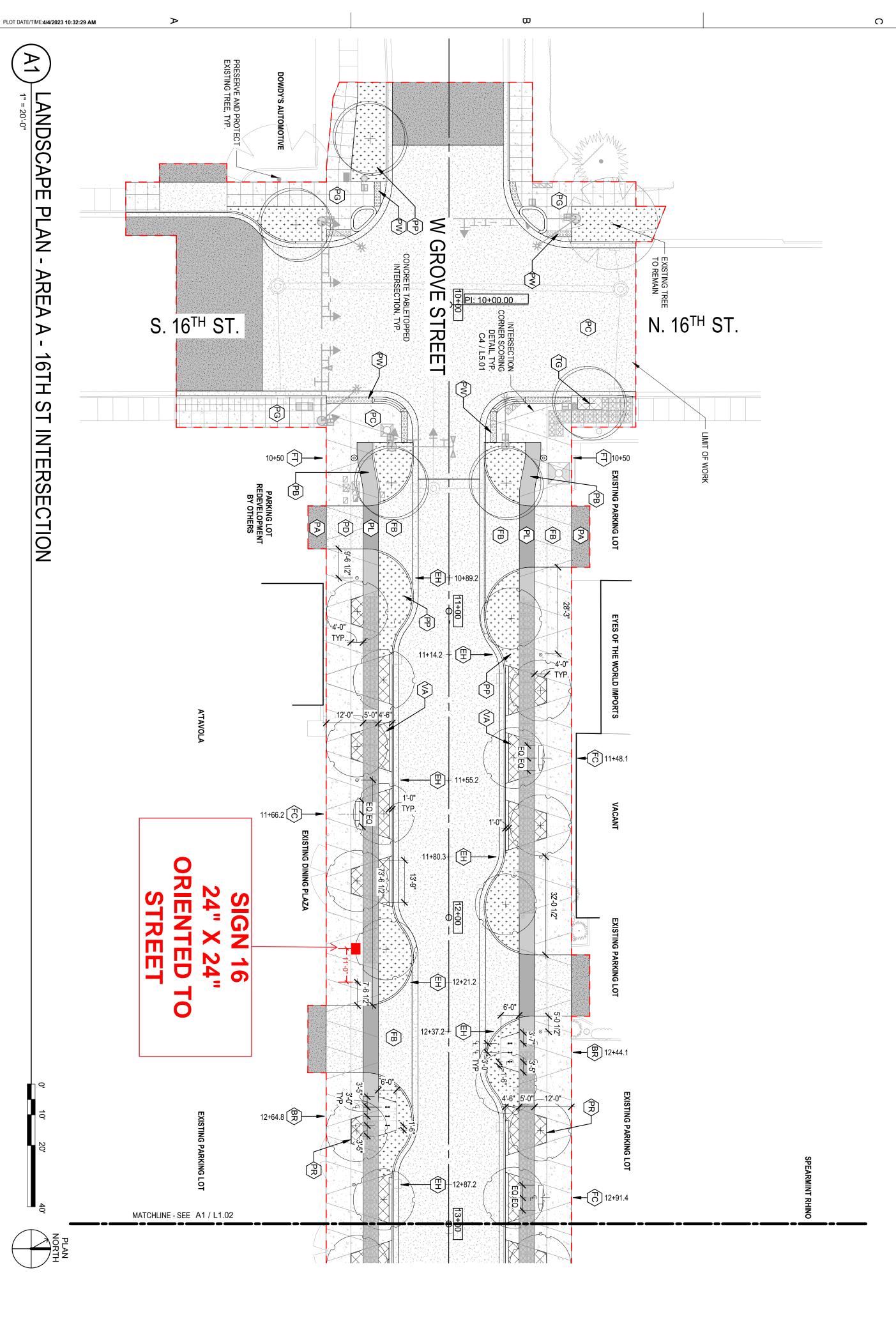






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LAYOUT AND MATERIALS LEGEND DESCRIPTION

LINEN BLOCK DECORATIVE CONCRETE BROOM FINISH WITH SAWCUT V-GROOVE JOINTS - VEHICULAR DEPTH - TYPE 1
LINEN BLOCK DECORATIVE CONCRETE BROOM FINISH WITH SAWCUT V-GROOVE JOINTS - PEDESTRIAN DEPTH - TYPE 2
CIP CONCRETE - VEHICULAR DEPTH - TYPE 3

CIP CONCRETE - PEDESTRIAN DEPTH - TYPE 4 ART PORT CIP C 4' X 8' TREE GRATE PARKING METER - SINGLE METER LITTER RECEPTICLE NEON SIGN FOUNDATION PARKING METER - DOUBLE METER PET RAIL - SIDEWALK SIDE PLANTERS PRE-CAST CONCRETE BENCH STANDARD HISTORIC PEDESTRIAN LIGHT STANDARD BIKE RACK. SURFACE MOUNT. STRUCTURED PLANTING - SEE PLANTING PLANS 유 POLLINATOR PLANTING - SEE PLANTING PLANS TRUNCATED DOMES CONCRETE - BIKE LANE - COLORED, VEHICULAR DEPTH - TYPE 6 CONCRETE - BIKE LANE - COLORED, STANDARD DEPTH - TYPE 5 B4 / L5.02 A4 / L5.02 1 / S5.11 CITY STANDARD CITY STANDARD A1 / L5.02 A1 / L5.03 B5 / L5.02 A2 / L5.51 A1 / L5.51 4 / S5.11 SEE CIVIL SEE SHEET S0.02 AND S0.03 SEE SHEET S0.02 AND S0.03 SEE SHEET EG-5 329113 329300 321316 321316 323300 323300 323300 321316 321316 323300 321316 321316 321316

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PROJECT:

KEY PLAN

Linen Blocks on Grove St

100% DESIGN SUBMITTAL - 04/04/2023

09/23/2022 08/30/2022

PERMIT SUBMITTAL
95% DESIGN DEV REVIEW

10/28/2022

GMP 2 - BID SET

12/06/2022

GMP 2 - BID SET

99% DESIGN DEV REVIEW SET STORM DRAIN APPROVAL SET

100% DESIGN SUBMITTAL

05/16/2022

60% DD REVIEW

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REVISIONS

DATE

DESCRIPTION

BOISE CAPITAL CITY DEVELOPMENT CORPORATION 121 N 9TH ST #501

BOISE, ID 83702

BETWEEN 9TH STREET & 16TH STREET WEST GROVE STREET BOISE, ID 83702

PROJECT ADDRESS:

TANDSC APENINI

MARK DATE DESCRIPTION ISSUE INFORMATION 12/10/2021 DESIGN REVIEW SUBMITTAL

PROJECT NO.:

GGLO PRINCIPAL IN CHARGE:

GGLO PROJECT MANAGER:

OWNER APPROVAL: 2021031.01

LANDSCAPE PLAN -AREA A - 16TH ST INTERSECTION SHEET NO.

APPROVAL STAMP

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SHEET TITLE

L1.01

Planning & Development Services
City of Boise | www.cityofboise.org/pds
5/4/2023 | GRD22-00069

LANDSCAPE |

PLAN -

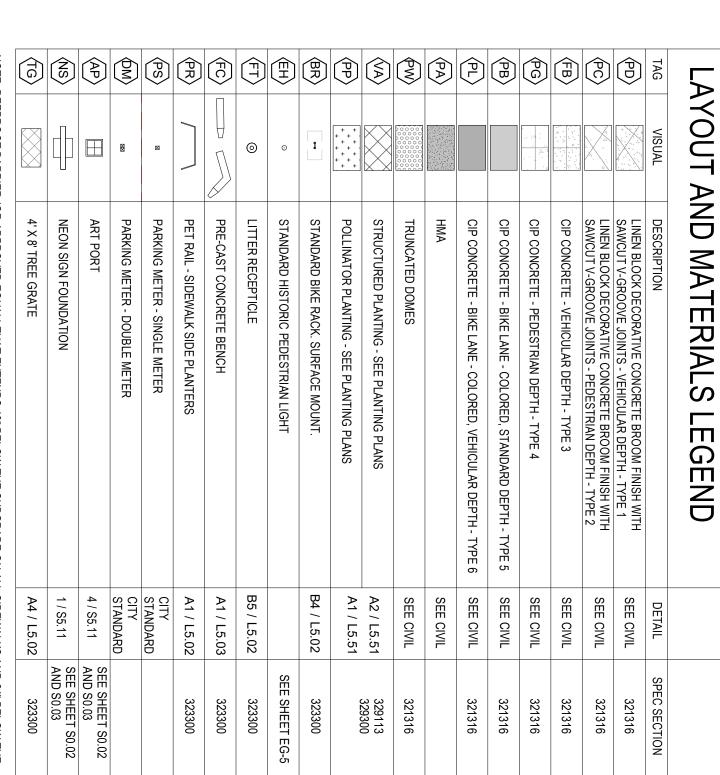
AREA

16TH ST INTERSECTION

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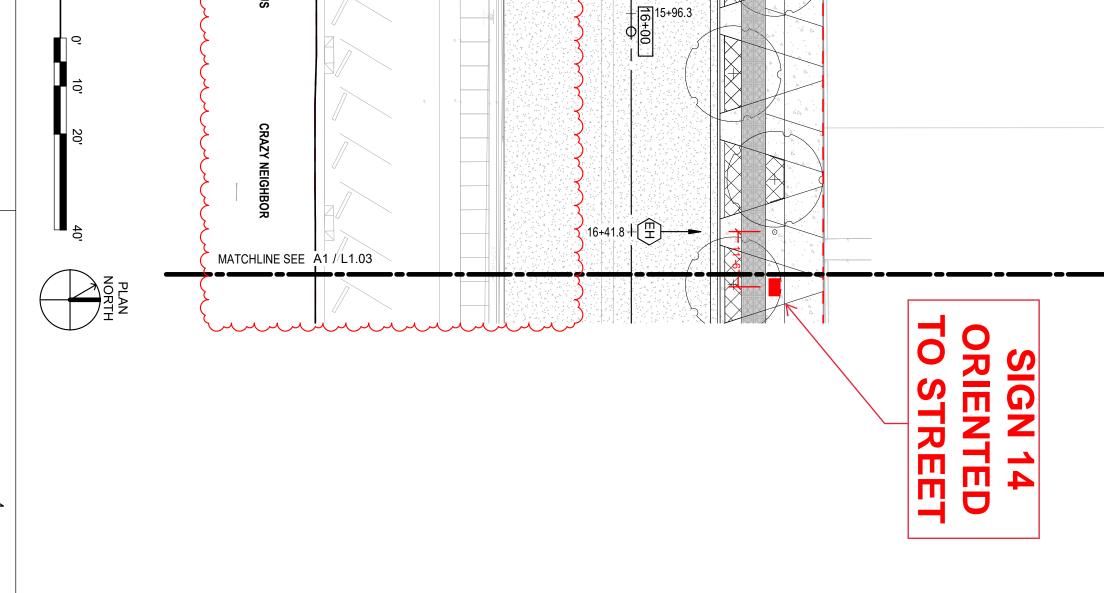
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NOTE: DEEPROOT BARRIER (OR APPROVED EQUAL) THAT EXTENDS 18" BELOW THE SUBGRADE ON ALL SIDEWALKS AND 24" BELOW THE SUBGRADE ON CURB SIDE. SEE DETAIL

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KEY PLAN

PROJECT:

Linen Blocks on Grove St

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BETWEEN 9TH STREET & 16TH STREET WEST GROVE STREET BOISE, ID 83702

BOISE CAPITAL CITY DEVELOPMENT CORPORATION 121 N 9TH ST #501

BOISE, ID 83702

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

REVISIONS

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03/06/2023 02/23/2023 12/06/2022 04/04/2023 99% DESIGN DEV REVIEW SET
STORM DRAIN APPROVAL SET GMP 2 - BID SET 100% DESIGN SUBMITTAL

100% DESIGN SUBMITTAL - 04/04/2023

10/28/2022

GMP 2 - BID SET

MARK DATE DESCRIPTION

ISSUE INFORMATION 05/16/2022 12/10/2021 DESIGN REVIEW SUBMITTAL PERMIT SUBMITTAL
95% DESIGN DEV REVIEW 60% DD REVIEW

PROJECT NO.:

GGLO PRINCIPAL IN CHARGE:

GGLO PROJECT MANAGER:

OWNER APPROVAL: LANDSCAPE PLAN -AREA B - S. 15TH ST INTERSECTION SHEET TITLE 2021031.01

APPROVAL STAMP

SHEET NO. L1.02

PLOT DATE/TIME:3/18/2024 2:28:56 PM

LANDSCAPE

PLAN -

AREA

W

15TH

ST INTERSECTION

 \triangleright

MATCHLINE SEE A1 / L1.01

13+32.2

S. 15TH ST.

IDAHO STATE LIQUOR STORE #101

LEGACY US

WEST

GROVE

STREET

14+43.8

15+09.8 + H

15+75.8

14+67.2

1'-0" 15+33.3 TYP.

PI: 13+80.10

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1 13+32.2

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15+20.8

BIG CITY COFFEE AND CAFE

HIDDEN CROW TATTOO

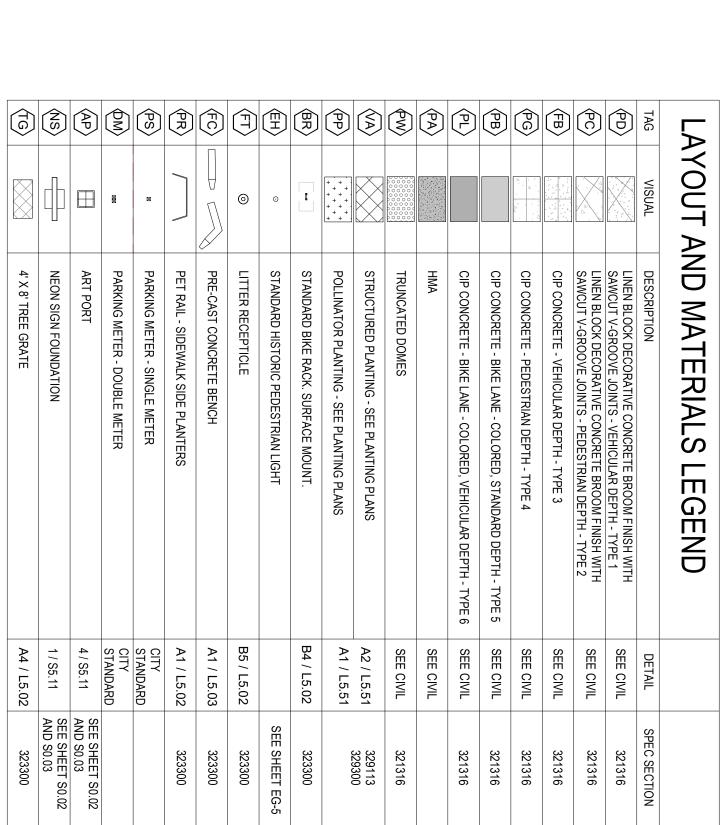
12'-0"

4'-6"-5'-0"

(G)

S. 15TH ST.

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

SIGN 11

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EXISTING CONCRETE RAMP TO REMAIN

ORIENTE

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N. 14TH ST.

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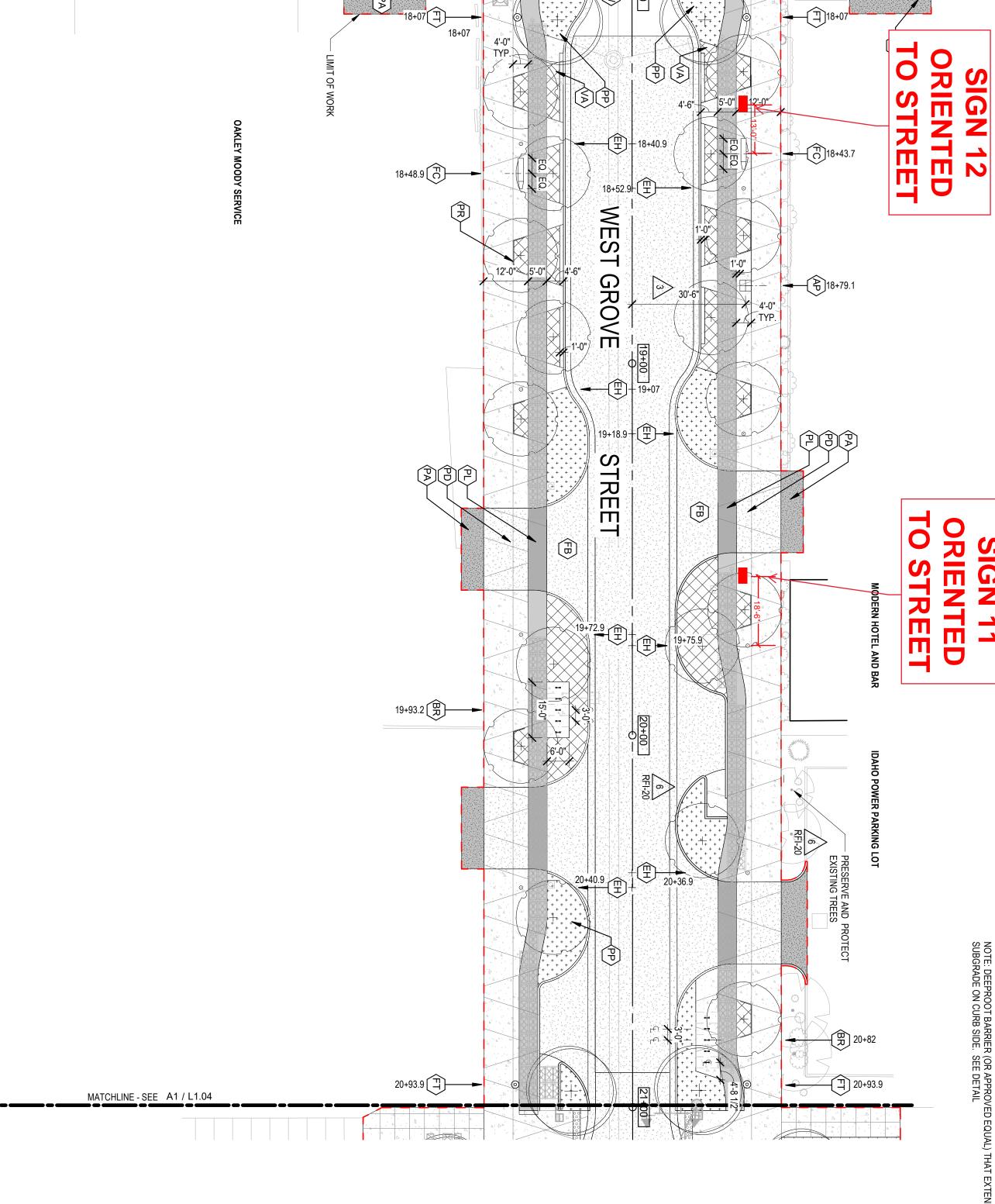
EXISTING CONCRETE -STEP TO REMAIN

17+06.5

17+12.9

8

69'-10 1/2"



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16+62.3

17+33.05 + PL2

INTERSECTION CORNER SCORING DETAIL, TYP. C4 / L5.01

PL2 +17+97.3

20'-2 1/2"

CONCRETE TABLETOPPED INTERSECTION, TYP.

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PROJECT: **Linen Blocks on Grove St**

KEY PLAN

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BOISE CAPITAL CITY DEVELOPMENT CORPORATION 121 N 9TH ST #501 BETWEEN 9TH STREET & 16TH STREET WEST GROVE STREET BOISE, ID 83702

BOISE, ID 83702

15TH TO 14TH UPDATES
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	OWNER AFFROVAL:
James Greene	GGLO PROJECT MANAGER:
Mark Sindell	GGLO PRINCIPAL IN CHARGE:
2021031.01	PROJECT NO.:

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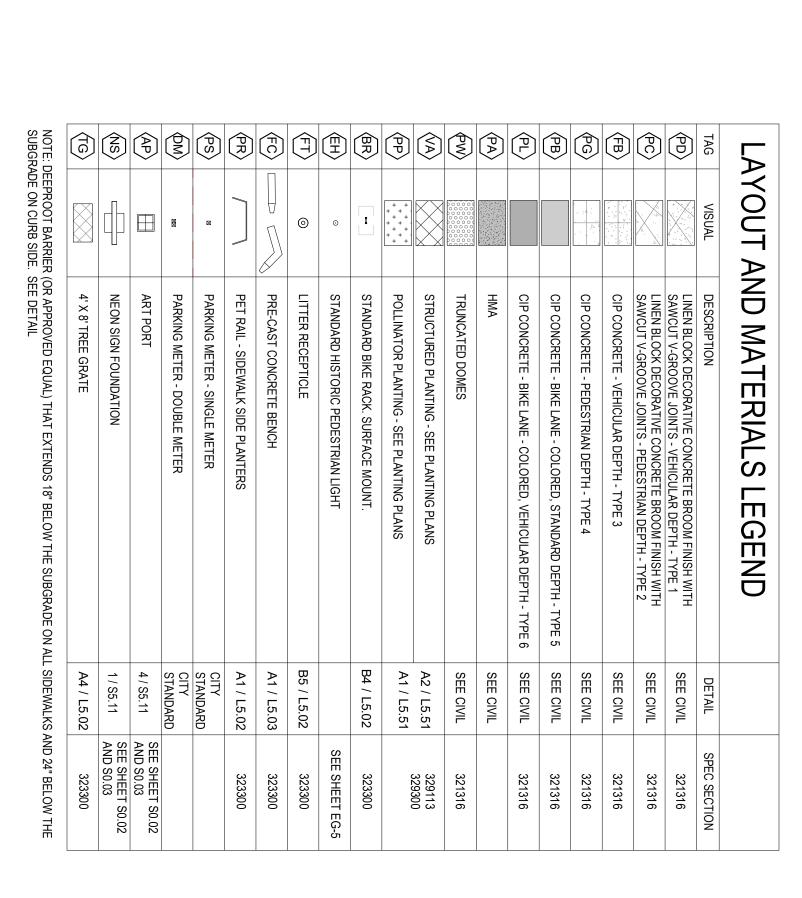
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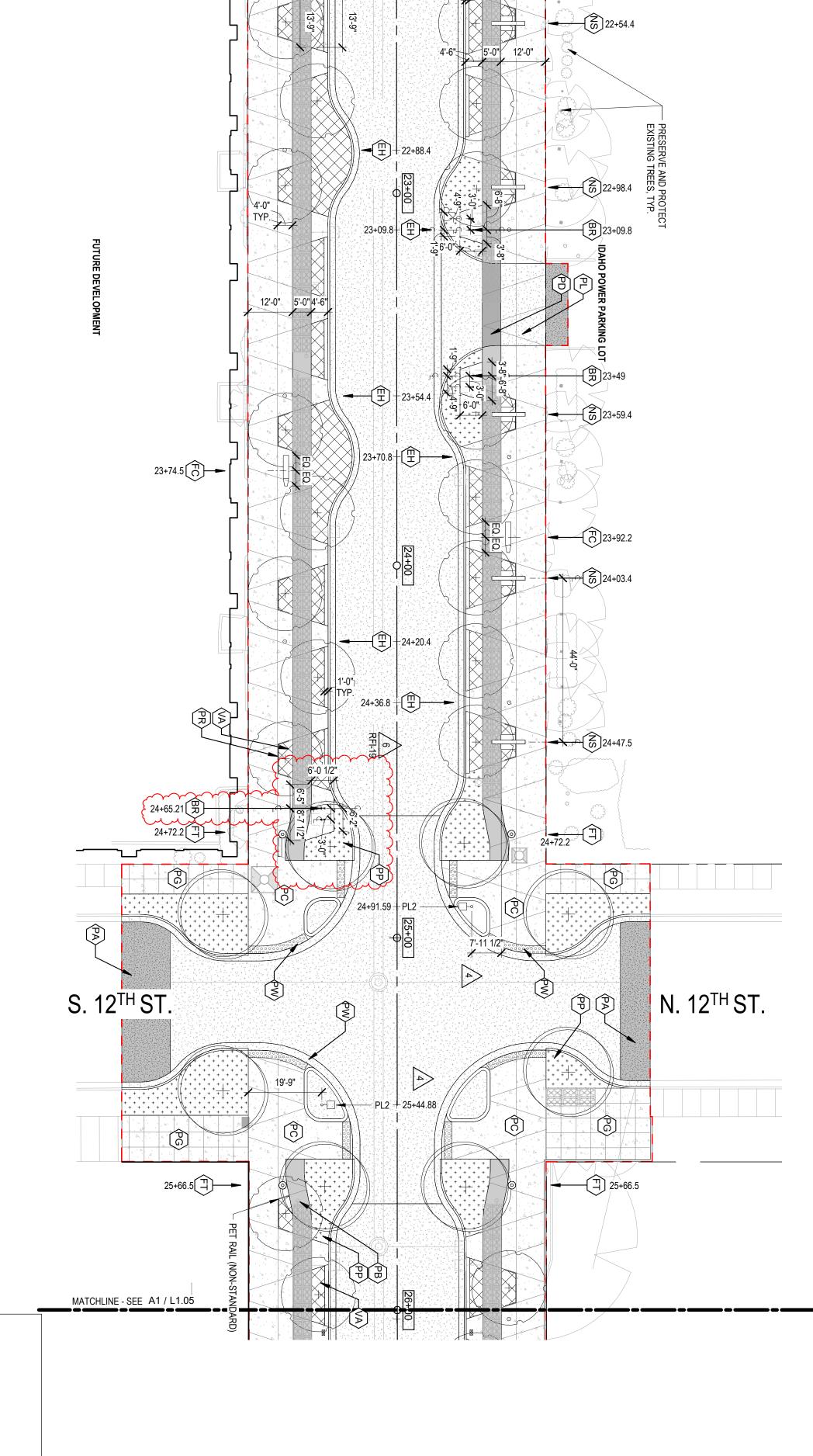
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BETWEEN 9TH STREET & 16TH STREET WEST GROVE STREET BOISE, ID 83702

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PROJECT:

Linen Blocks on Grove St

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KEY PLAN

BOISE CAPITAL CITY DEVELOPMENT CORPORATION 121 N 9TH ST #501

BOISE, ID 83702

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100% DESIGN SUBMITTAL - 04/04/2023

PROJECT NO.:

GGLO PRINCIPAL IN CHARGE:

GGLO PROJECT MANAGER:

OWNER APPROVAL: 2021031.01

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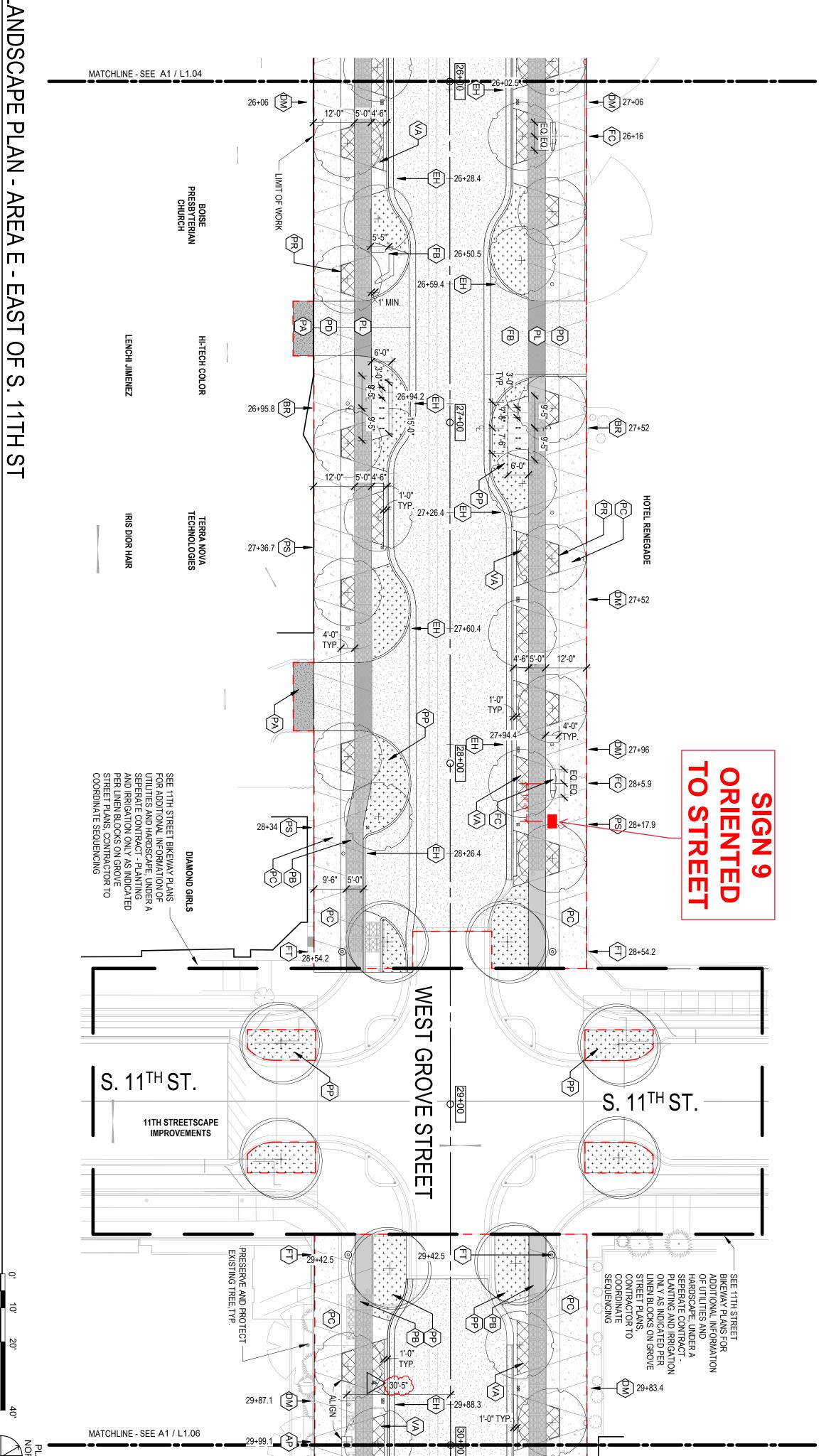
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Linen Blocks on Grove St

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OWNER:
BOISE CAPITAL CITY DEVELOPMENT
CORPORATION
121 N 9TH ST
#501 BETWEEN 9TH STREET & 16TH STREET WEST GROVE STREET BOISE, ID 83702 BOISE, ID 83702

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100% DESIGN SUBMITTAL - 04/04/2023

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	SHEET TITLE
	OWNER APPROVAL:
James G	GGLO PROJECT MANAGER:

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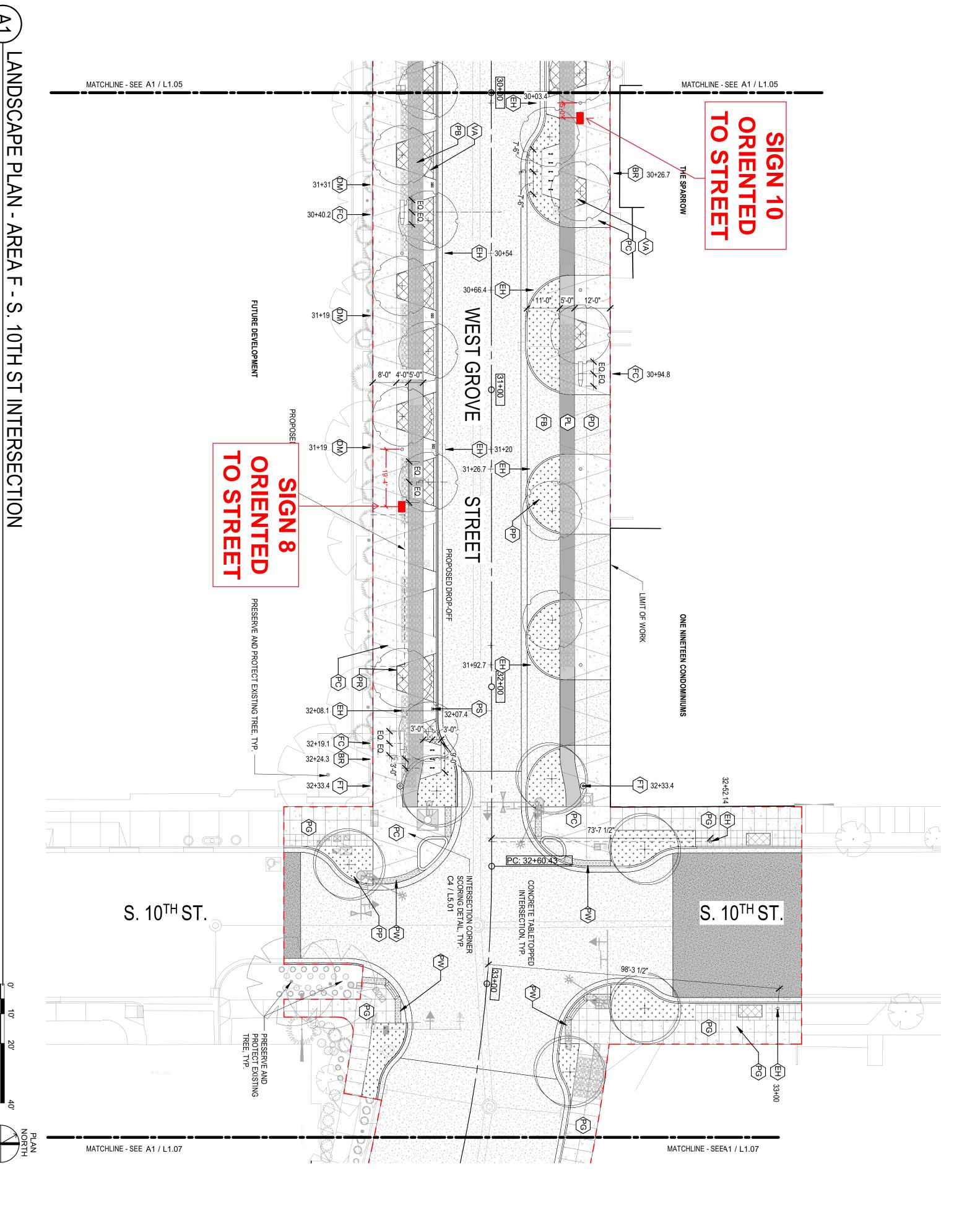
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PROJECT:

KEY PLAN

Linen Blocks on Grove St

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100% DESIGN SUBMITTAL - 04/04/2023

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MARK DATE
REVISIONS

OWNER:
BOISE CAPITAL CITY DEVELOPMENT
CORPORATION
121 N 9TH ST
#501

BOISE, ID 83702

BETWEEN 9TH STREET & 16TH STREET WEST GROVE STREET BOISE, ID 83702

PROJECT ADDRESS:

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	OWNER APPROVAL:
James	GGLO PROJECT MANAGER:
Mark	GGLO PRINCIPAL IN CHARGE:

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SHEET NO. L1.06

Planning & Development Services
BO | S E City of Boise | www.cityofboise.org/pds
5/4/2023 | GRD22-00069



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC

FROM: Jennifer Stevens, Director, Department of Arts & History

cc: Kate Nelson, Deputy Chief of Staff, Mayor's Office

DATE: 1/21/2025

RE: Amendment: Type 4 Participation Agreement, Grove Street Interpretive Signs

BACKGROUND

In April 2024, Capitol City Development Corporation (CCDC) and the Boise City Department of Arts & History (A&H) entered into a Type 4 (T4) Capital Improvement Reimbursement Agreement to create a series of 16 interpretive signs on Grove Street between 3rd and 16th streets "as a means of providing information about the area's past" and serve as a self-guided walking tour.

ACTIONS

- Update the Term (Section 3) completion from May 31, 2025 to September 30, 2025.
- Update Signage Design Integration; Installation (Section 6) to indicate that the signage will be installed by **May 31, 2025**.
- Update Notices and Receipt contacts (Section 19) to reflect current staff representatives for both parties.

ATTACHMENT 4

AMENDMENT 2 TO PUBLIC ART: 521 W GROVE STREET

PUBLIC SPACE



TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

PUBLIC ART: 521 W. GROVE STREET PUBLIC SPACE

AMENDMENT 2

This AMENDMENT 2 to the TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and THE CITY OF BOISE CITY, IDAHO, an Idaho municipal corporation ("the City"). CCDC and the City may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

- A. CCDC and City have previously entered into a Type 4 Capital Improvement Reimbursement Agreement, effective April 11, 2023, and attached hereto as EXHIBIT A (the "Agreement"), for the installation of public art celebrating the multi-cultural history of the Old Boise neighborhood on property CCDC owns, addressed as 521 W. Grove Street, Boise, in the River Myrtle-Old Boise Urban Renewal District.
- B. CCDC and City previously amended the Agreement, effective August 22, 2024, and attached hereto as EXHIBIT B (the "Amendment"), in order to shift certain project construction and infrastructure costs to the City Arts & History budget.
- C. City, through its Department of Arts & History, requested an amendment to the Agreement in order to extend the Term of the Agreement and to identify a Project completion date to better meet the City's efforts with the Project. City's request, dated January 13, 2025, is attached hereto as EXHIBIT C.
- D. CCDC and City have determined that it is in the best public interest to amend the Agreement as follows to achieve the objectives desired by the Parties.

AGREEMENT

NOW, THEREFORE, in accordance with Section 25 of the Agreement which provides for amendments to the Agreement as needed by the Parties, CCDC and City hereby make the following amendments to the Agreement:

1. Section 3, *Term*, of the Agreement is hereby amended to read as follows:

3. <u>Term.</u> This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) <u>June 30 September 30</u>, 2025, whichever comes first (the "Termination Date").

The Parties hereto expressly acknowledge and understand the District terminates September 30, 2025, and that CCDC cannot and will not extend any obligations of this Agreement, except the obligations of Section 13 Warranty, beyond this termination Date.

- **2.** Section 8, *Project Management; Project Updates*, of the Agreement is hereby amended to read as follows:
- 8. Project Management; Project Updates. The City shall be responsible for managing all aspects of selection, fabrication, pre-installation coordination, delivery of the Public Art to the Project, coordinating installation, and post-installation maintenance of the Public Art under this Agreement (the "Project Process"). CCDC shall be responsible for the cost of site preparation, installation, lighting, and use-tax. The City shall be responsible for receipt and review of invoices from and disbursement of payments to artists and consultants. The City will provide periodic reports to CCDC staff on the progress of the Project.

The City acknowledges that integration of Public Art into the public space design requires meeting the following schedule milestones:

- Call to Artists released by April 15, 2023
- Artist selection completed by June 15, 2023
- Preliminary Artwork design submitted to CCDC by August 30, 2023, for use in CCDC's Design Review application.
- Final Artwork design and stamped engineering plans for installation submitted to CCDC prior to artist submitting for permits to Authorities Having Jurisdiction – by September 30, 2024.
- Arts & History Commission and Boise City Council artwork design approvals by no later than June 18, 2024.
- Art installation completed by July 31 July 25, 2025, contemporaneous with CCDC's completion of the Project.

If the City is unable to meet the schedule milestones, CCDC, at its sole discretion, can advance with its development and construction of the public space without inclusion of the Public Art.

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

End of Amendment 2 | Signatures appear on the following page.

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Amendment 2, executed this Amendment 2 with an effective date last written below.

FOR CCDC:		
By: John Brunelle, Executive Director		
Date:		
Approved as to form:		
	CCDC Budget	Info / For Office Use
	Account	302-6250
Mary Watson, General Counsel	Activity Code	24001
Deter	PO#	230036
Date:	Contract Term	September 30, 2025
FOR BOISE CITY: By: Lauren McLean, Mayor	ATTEST: Jamie Heinzerling, Cit	y Clerk
Date: 2/4/2025	Date: 2/4/2025	
Approved as to form:		
Christine Dodd, Deputy City Attorney Date: 2/6/25 Exhibits:		
A: Type 4 Capital Improvement Reimbursement Ag B: Amendment 1 to the Type 4 Agreement	greement	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
C: Request Memo from City of Boise, dated Janua	ry 13, 2025	



TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

PUBLIC ART: 521 W. GROVE STREET PUBLIC SPACE

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

RECITALS

- A. Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.
- B. In 2020, CCDC led an extensive community engagement effort to reimagine the Old Boise Blocks on Grove Street: a portion of Grove Street between 3rd Street and 6th Street in the River Myrtle-Old Boise Urban Renewal District ("District") as defined by the River Myrtle-Old Boise District Plan. The result of these efforts was a detailed report (the "Vision Report") with recommendations including investment in urban public spaces and inclusion of public art to celebrate the historically diverse culture of the neighborhood.
- C. In January 2022, CCDC purchased a .021-acre parcel located at 521 W. Grove Street to redevelop into a public space. Consistent with the Vision Report recommendations, CCDC and City desire for this public space to include site-specific public art (the "Public Art").
- D. CCDC funds public art in Boise's urban renewal districts as an economic development tool to attract people and businesses to those districts. Having partnered in prior years to deliver public art in downtown Boise, CCDC and City, through its Department of Arts & History, wish to memorialize their collaboration for public art as part of the public space at 521 W. Grove Street. The City is requesting funding assistance from CCDC for the Public Art, and CCDC has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with the City for the Public Art.

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

AGREEMENT

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

1. <u>Purpose</u>. The purpose of this Agreement is to memorialize the Parties' agreement concerning financial reimbursement for construction and installation of Public Art celebrating the multi-cultural history of the Old Boise neighborhood (the "Project"), on property CCDC owns addressed as 521 W. Grove Street, Boise, which has been designated as a future public park (the "Property"). City's request for collaboration and funding for the Project is attached as Exhibit A.

This Agreement contemplates continued collaboration by the Parties that will result in the City managing the process to acquire the Public Art, which will include: a Request for Qualifications/Request for Proposals phase; facilitation of an artist selection process; drafting and negotiating contracts; managing the selection of artist(s) and artist responsibilities; and coordination with the City's own Public Arts Project team and CCDC to prepare the site(s) for installation.

- **2. Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.
- 3. <u>Term.</u> This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or June 30, 2025, whichever comes first.

The Parties hereto expressly acknowledge and understand the District terminates September 30, 2025, and that CCDC cannot and will not extend any obligations of this Agreement, except the obligations of Section 13 Warranty, beyond this termination date.

- 4. Artist Selection; Artwork Selection. The City will develop and release a Request for Qualifications (also known as a "Call to Artists") for local and national artists to submit applications, and then contract with the selected Artist to fabricate, transport, and install the Public Art by the City's contractor on the Property. The selected Artist will engage with the community to inform the Public Art concept, design the Public Art, and collaborate with the design team to integrate their work into the overall design of the Property. At its discretion, CCDC may provide input to the City regarding the desired Public Art content. As such, the City will include a CCDC representative in the art selection process.
- **5.** Artwork. The Parties have identified the Property at 521 W. Grove Street to receive the Public Art. The Project site map is depicted on the attached Exhibit B. It is understood by the Parties that the Public Art will serve to celebrate the multi-cultural history of the Old Boise

neighborhood, including the architecture, history, and aesthetic improvements, and will serve as an iconic feature of the Property as well as contribute to the identity of the District.

- **Reimbursement Obligation.** The Parties agree this Agreement represents a sharing of costs in order to acquire and install Public Art. The total amount to be paid by CCDC to the City for the Public Art installed under this Agreement (the "Reimbursement Obligation") shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000). Payment shall be on a reimbursement basis. In the event the total cost for the Public Art exceeds CCDC's Reimbursement Obligation of \$400,000, the City agrees to be solely responsible for the excess amount.
- **7.** Reimbursement. The City shall pay for all costs associated with the Project. CCDC shall reimburse the City only upon completion of the Project, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from City. After installation, billing, and reimbursement for artwork, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all Project-related costs in any particular fiscal year, CCDC can, at its option, remit to City a lump sum amount equal to this Agreement's outstanding balance at any time.
- **8.** Project Management; Project Updates. The City shall be responsible for managing all aspects of selection, fabrication, pre-installation coordination, delivery of the Public Art to the Project, coordinating installation, and post-installation maintenance of the Public Art under this Agreement (the "Project Process"). The City shall be responsible for receipt and review of invoices from and disbursement of payments to artists and consultants. The City will provide periodic reports to CCDC staff on the progress of the Project.

The City acknowledges that integration of Public Art into the public space design requires meeting the following schedule milestones:

- o Call to Artists released by April 15, 2023
- o Artist selection completed by June 15, 2023
- Preliminary Artwork design submitted to CCDC by August 30, 2023, for use in CCDC's Design Review application.
- Final Artwork design and stamped engineering plans for installation submitted to CCDC by February 15, 2024, for CCDC's use in applications to Authorities Having Jurisdiction
- Arts & History Commission and Boise City Council approvals by no later than April 30, 2024
- Art installation completed by June 1, 2025, contemporaneous with CCDC's completion of the Project.

If the City is unable to meet the schedule milestones, CCDC, at its sole discretion, can advance with its development and construction of the public space without inclusion of the Public Art.

9. Art Feature Design Integration; Installation. City shall be responsible for coordination of the Public Art and its necessary footings, foundations, and attachments with the overall public space conceptual design, technical drawings, construction activities, timeline, and artwork installation budget. The City will provide engineering specifications and details for the artwork's footings and attachments in order for CCDC's consultants and contractor to prepare the

Project site for installation of the Public Art by the City It is the City's responsibility to ensure the Public Art is installed within its budget. Any cost overruns associated with artwork installation are the City's responsibility. CCDC's consultants and contractor will coordinate with the City in preconstruction planning and installation of the Public Art.

- **10.** <u>Subordination of Reimbursement Obligations</u>. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC funds.
- 11. <u>Maintenance After Construction</u>. The City shall maintain or arrange to maintain the Public Art funded by this Agreement at its own expense. The City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. The City acknowledges and agrees CCDC has no obligation to maintain the Public Art installed as part of this Agreement or any other maintenance obligations under this Agreement.
- **12.** Promotion of Project. The City shall recognize CCDC as a funding partner in all publicity, signage, reports, or documentation related to the Public Art. The City shall coordinate with CCDC in advance of such publicity and promotion in order to ensure CCDC brand image standards are satisfied. Both Parties may promote their involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.
- **13.** <u>Warranty.</u> The City warrants that the materials and workmanship employed in the fabrication and installation of the Public Art is of best quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to a quality within the material or materials which comprise the Public Art which, either alone or in combination with other materials used in the Public Art or reacting to the environment, results in the tendency of the Public Art to destroy itself. Such warranty shall extend for a period of two (2) years after installation.
- **14.** <u>Ownership</u>. CCDC makes no claim now or in the future to any ownership, including intellectual property rights, of the Public Art installed under this Agreement.
- **15. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:
- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- **16.** <u>No Joint Venture or Partnership</u>. CCDC and City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and City a joint venture or partners.
- **17.** Successors and Assignment. This Agreement is not assignable except that the City may assign its rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.
- **18.** Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.
- **19.** <u>Notices and Receipt</u>. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Karl Woods, Senior Project Manager

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 kwoods@ccdcboise.com

With a copy to: John Brunelle, Executive Director

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 jbrunelle@ccdcboise.com

If to Boise City: Stephanie Johnson, Public Art Program Manager

Boise City Arts and History Department

P.O. Box 500

Boise, Idaho 83701-0500 sgjohnson@cityofboise.org

With a copy to: Boise City Attorney's Office

Attn: Tyler Powers, Deputy City Attorney

P.O. Box 500

Boise, Idaho 83701-0500 tpowers@cityofboise.org

- **20.** <u>Indemnification</u>. The following indemnification provisions shall be deemed as separate and independent from this Agreement in the event there is any default, termination, cancelation, or expiration of this Agreement and shall expressly survive any such default, termination, cancelation, or expiration:
- a. To the extent permitted by law, the City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. To the extent permitted by law, CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.
- 21. <u>Insurance Requirements</u>. Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.
- **22.** Anti-Boycott Against Israel Certification. In accordance with Idaho Code Section 67-2346, the City, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.
- **23.** Entire Agreement; Waivers. This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.
- **24.** Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.
- **25.** Amendments to this Agreement. CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said

requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.

End of Agreement | Signatures appear on the following page.

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

FOR CCDC:			
By: John Brunelle, Executive Director			
Date: April 10, 2023			
		CCDC Budget	Info / For Office Use
Annual of to form		Fund	302
Approved as to form:		Account	6250
Manula		Activity Code Contract Term	230036 September 30, 2025
Mary Watson, General Counsel			
Date: April 10, 2023			
FOR BOISE CITY: By:		EST:	
Lauren McLean, Mayor	Lynd	la Lowry, <i>Ex-Offic</i>	io City Clerk
Date:	Date	:	
Approved as to form:			
Tyler Powers, Deputy City Attorney			
Date:			
Exhibits: A: City of Boise Memo, dated February 3, 20	23		

T4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT PUBLIC ART: 521 W. GROVE STREET PUBLIC SPACE

Vicinity Map for Public Art Installation

B:

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

FOR CCDC:		
By: John Brunelle, Executive Director		
John Brunelle, Executive Director		
Date:		
	CCDC Budget	t Info / For Office Use
Approved as to form:	Fund	302
Approved as to form:	Account	6250
	Activity Code Contract Term	230036 September 30, 2025
Mary Watson, General Counsel		
Date:		
FOR BOISE CITY: By: Lame Mc Lean		Lower
Lauren McLean, Mayor	Lynda Lowry, <i>Ex-Offic</i>	cio City Clerk
Date: 4/11/2023	Date: 4/11/2023	
Approved as to form: Tyler Powers, Deputy City Attorney Date: 4.5.2023 Exhibits:		OSE CIVILIAND
A: City of Boise Memo, dated February 3, 2B: Vicinity Map for Public Art Installation	023	* * * * * * * * * * * * * * * * * * * *

B:



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

TO: Doug Woodruff, Development Director, CCDC

FROM: Stephanie Johnson, City of Boise

cc: Jennifer Stevens, City of Boise

DATE: 2/3/2023

RE: 521 W Gove Street- Public Art

521 W GROVE ST. T4 - PUBLIC ART REQUEST

In 2020, Capital City Development Corp (CCDC) concluded an extensive community engagement effort to reimagine the Old Boise Blocks on Grove Street. As a result of this effort, funding was allocated to the purchase, design, and construction of an 'Urban Public Space' in this district. In January of 2022, CCDC purchased a .21-acre parcel at 521 W. Grove Street to be redeveloped as a public space. The vision for the space, which is currently a parking lot near the Basque Block, is to celebrate the area's history and culture, which will be enhanced/reinforced by public art.

The urban park space and associated elements will ultimately be maintained by Boise Parks and Recreation and the Arts and History Department, representatives from both departments are collaborating throughout the process. The goal of this collaboration is to ensure site integration, concept, and design standards are met; and, upon completion of construction, city leadership is poised to accept the donation of the urban park site and associated site-based artwork.

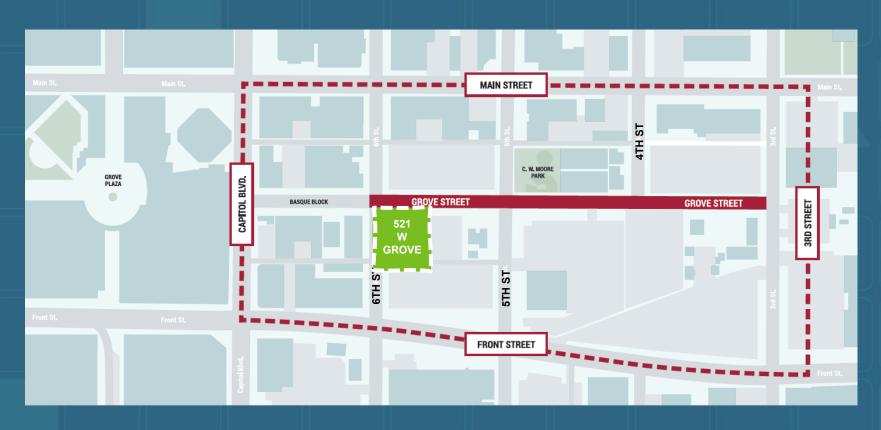
In January of 2023, CCDC kicked off the project with a public outreach effort aimed at gathering feedback to guide the design of the public space site. Approval of a Type 4 Agreement with CCDC, will allow Arts & History staff will begin developing and guiding the artist selection and process for early artist input and integrated design, which is critical to the success of the project. Construction of the public space site is anticipated to be completed in 2025.

The Department of Arts & History makes the following request for use of CCDC funds: Public Art for 521 W Grove Public Space - \$400,000

VICINITY MAP

EXHIBIT B

CELBRATING THE MULTI-CULTURAL HISTORY OF OLD BOISE - PUBLIC ART









TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

PUBLIC ART: 521 W. GROVE STREET PUBLIC SPACE

AMENDMENT 1

This AMENDMENT 1 to the TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Amendment") is made and entered by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code, as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and THE CITY OF BOISE CITY, IDAHO, and Idaho municipal corporation ("City"). CCDC and City may be collectively referred to as the "Parties" and individually referred to as "Party."

RECITALS

- A. CCDC and City have previously entered into a Type 4 Capital Improvement Reimbursement Agreement, effective April 11, 2023 (the "Agreement"), for a project known as the Public Art: 521 W. Grove Street Public Space Project.
- B. City, through its Department of Arts & History, requested an amendment to the Agreement in order to shift certain project construction and infrastructure costs to the Arts & History budget. City's request, dated August 6, 2024, is attached hereto as Exhibit A.
- C. CCDC and City have determined that it is in the best public interest to amend the Agreement as follows to achieve the objectives desired by the Parties.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and CCDC hereby make the following amendments to the Agreement:

- 1. Section 5, *Artwork*, of the Agreement is hereby amended to read as follows:
- **5.** Artwork: The Parties have identified the Property at 521 W. Grove Street to receive the Public Art. The Project site map is depicted on the attached Exhibit B and the proposed artwork locations are depicted on the attached Exhibit C. It is understood by the Parties that the Public Art will serve to celebrate the multi-cultural history of the Old Boise neighborhood, including the architecture, history, and aesthetic improvements, and will serve as an iconic feature of the Property as well as contribute to the identity of the District. The Artwork conceptual design is comprised of four (4) elements.

- **2.** Section 6, *Reimbursement Obligation*, of the Agreement is hereby amended to read as follows:
- 6. Reimbursement Obligation. The Parties agree this Agreement represents a sharing of costs in order to acquire and install Public Art. The total amount to be paid by CCDC to the City for the Public Art installed under this Agreement (the "Reimbursement Obligation") shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000) FIVE HUNDRED FIFTY THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$550,850). Payment shall be on a reimbursement basis. In the event the total cost for the Public Art exceeds CCDC's Reimbursement Obligation of \$400,000 \$550,850, the City agrees to be solely responsible for the excess amount. The amounts shown below capture the Parties' understanding of the financial commitment made for the Project. Amounts shown are subject to change but shall not exceed the total Reimbursement Obligation.

City: Public Engagement \$50,000

City: Arts & History Cost \$500,850 (includes artwork, admin, contingency)

CCDC: Construction Cost \$180,472 (includes site-preparation, installation,

lighting, contingency, use tax)

Project Total: \$731,322

- **3.** Section 7, *Reimbursement*, of the Agreement is hereby amended to read as follows:
- 7. Reimbursement. The City shall pay for all costs associated with the Project. CCDC shall reimburse the City for actual costs incurred and only upon completion of the Project, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from City. After installation, billing, and reimbursement for artwork, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all Project-related costs in any particular fiscal year, CCDC can, at its option, remit to City a lump sum amount equal to this Agreement's outstanding balance at any time.
- **4.** Section 8, *Project Management; Project Updates*, of the Agreement is hereby amended to read as follows:
- **8.** Project Management; Project Updates. The City shall be responsible for managing all aspects of selection, fabrication, pre-installation coordination, delivery of the Public Art to the Project, coordinating installation, and post-installation maintenance of the Public Art under this Agreement (the "Project Process"). CCDC shall be responsible for the cost of site-preparation, installation, lighting, and use-tax. The City shall be responsible for receipt and review of invoices from and disbursement of payments to artists and consultants. The City will provide periodic reports to CCDC staff on the progress of the Project.

The City acknowledges that integration of Public Art into the public space design requires meeting the following schedule milestones:

- Call to Artists released by April 15, 2023
- Artist selection completed by June 15, 2023
- Preliminary Artwork design submitted to CCDC by August 30, 2023, for use in CCDC's Design Review application.
- Final Artwork design and stamped engineering plans for installation submitted to CCDC by February 15, 2024, for CCDC's use in applications prior to artist submitting for permits to Authorities Having Jurisdiction by September 30, 2024.
- Arts & History Commission and Boise City Council <u>artwork design</u> approvals by no later than April 30, 2024 <u>June 18, 2024.</u>
- Art installation completed by June 1 July 31, 2025, contemporaneous with CCDC's completion of the Project.

If the City is unable to meet the schedule milestones, CCDC, at its sole discretion, can advance with its development and construction of the public space without inclusion of the Public Art.

- **5.** Section 9, *Art Feature Design Integration; Installation*, of the Agreement is hereby amended to read as follows:
- 9. Art Feature Design Integration: Installation. City shall be responsible for coordination of the Public Art and its necessary footings, foundations, and attachments with the overall public space conceptual design, technical drawings, construction activities, timeline, and artwork installation budget. The City will provide engineering specifications and details for the artwork's footings and attachments in order for CCDC's consultants and contractor to prepare the Project site for installation of the Public Art by the City. Activities performed and executed by CCDC's consultants and contractor are the financial responsibility of CCDC. It is the City's responsibility to ensure the Public Art is installed within its budget. Any cost overruns associated with artwork installation exceeding \$180,472 are the City's responsibility. CCDC's consultants and contractor will coordinate with the City in preconstruction planning and installation of the Public Art.
- **6.** Section 19, *Notices and Receipt*, of the Agreement is hereby amended to read as follows:
- 19. <u>Notices and Receipt</u>. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Karl Woods, Senior Project Manager

Toby Norton, Project Manager

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 <u>kwoods@ccdcboise.com</u> tnorton@ccdcboise.com With a copy to: John Brunelle, Executive Director

Capital City DevelopmentCorporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 jbrunelle@ccdcboise.com

If to Boise City: Stephanie Johnson, Public Art Program Manager

Boise City Arts and History Department

P.O. Box 500

Boise, Idaho 83701-0500 sgjohnson@cityofboise.org

With a copy to: Boise City Attorney's Office

Attn: Tyler Powers, Deputy City
Attorney Attn: Rob Lockward, Deputy

City Attorney P.O. Box 500

Boise, Idaho 83701-0500 tpowers@cityofboise.org rlockward@cityofboise.org

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

End of Amendment 1 | Signatures appear on the following page.

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Amendment 1, executed this Amendment 1 with an effective date last written below.

By: John Trunelle, Exercutive Director Date: AUGUST 22, 2024	
Approved as to form: Mary Watson, General Counsel Date: AUGUST 22, 2024	CCDC Budget Info / For Office Use Fund 302 Account 6250 Activity Code 24001 Contract Term June 1, 2025
FOR BOISE CITY: By: Lauren McLean, Mayor Clerk	ATTEST: Jame Hengelly Lynda Lowry, Ex-Officio City Jamie Heinzerling City Cler
Date: August 20, 2024	Date: August 20, 2024
Approved as to form: Rob Lockward, Deputy City Attorney Date: 8-71-74	

Exhibits:

A: Memo dated August 6, 2024
B: Vicinity Map
C: Artwork Locations



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC

FROM: Stephanie Johnson, City of Boise

cc: Jennifer Stevens, City of Boise

DATE: 8/6/2024

RE: 521 W Grove St Public Art Type 4 Agreement – Budget Change

521 W GROVE STREET PUBLIC ART TYPE 4 AGREEMENT – BUDGET CHANGE

In January 2023, CCDC kicked off the 521 W. Grove Street project with a public outreach effort aimed at gathering feedback to guide the design of the public space site. In April 2023, CCDC and Boise City Council approved and executed a Type 4 Agreement with a \$400,000 budget, directing Boise Department of Arts & History staff to begin developing and guiding the artist selection and facilitating the process for early artist input and integrated design, which had been critical to the success of the project.

In December 2023, the City of Boise executed a contract with artist team Hua Design Studio to design and implement integrated public art into the overall public space design. Since then, the artists have completed extensive design work in collaboration with the public space design team.

The artists' conceptual design is comprised of four (4) individual art elements. As a result of the requirement to integrate these elements into the public space infrastructure as standalone art pieces and not additions to public space amenities, the project scope has expanded beyond the original budget of the T4 agreement.

Therefore, to accommodate these shifts, the Department of Arts & History requests a change in the original budget from \$400,000 to a total of: \$550,850 for the Public Art for 521 W. Grove Street Public Art. The installation of the art, including site preparation, footings, installation, and lighting, will be included in park construction to be coordinated and paid for by CCDC at an estimated cost of \$180,472. The public art project total shall not exceed \$732,000.

VICINITY MAP

EXHIBIT B

CELBRATING THE MULTI-CULTURAL HISTORY OF OLD BOISE - PUBLIC ART

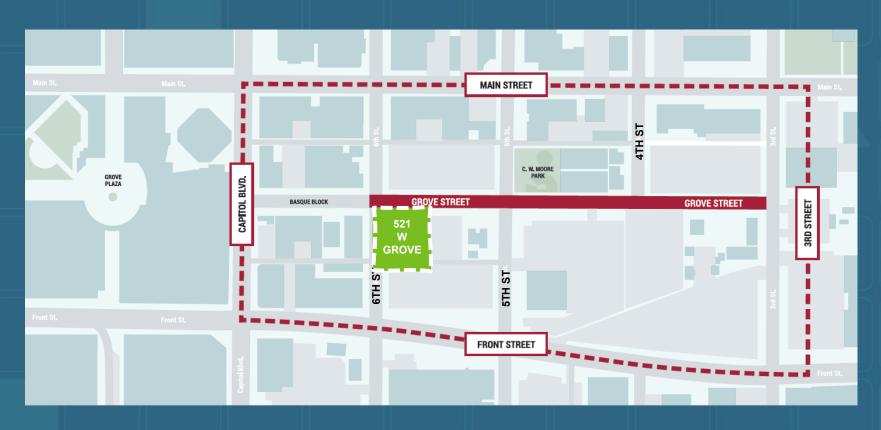
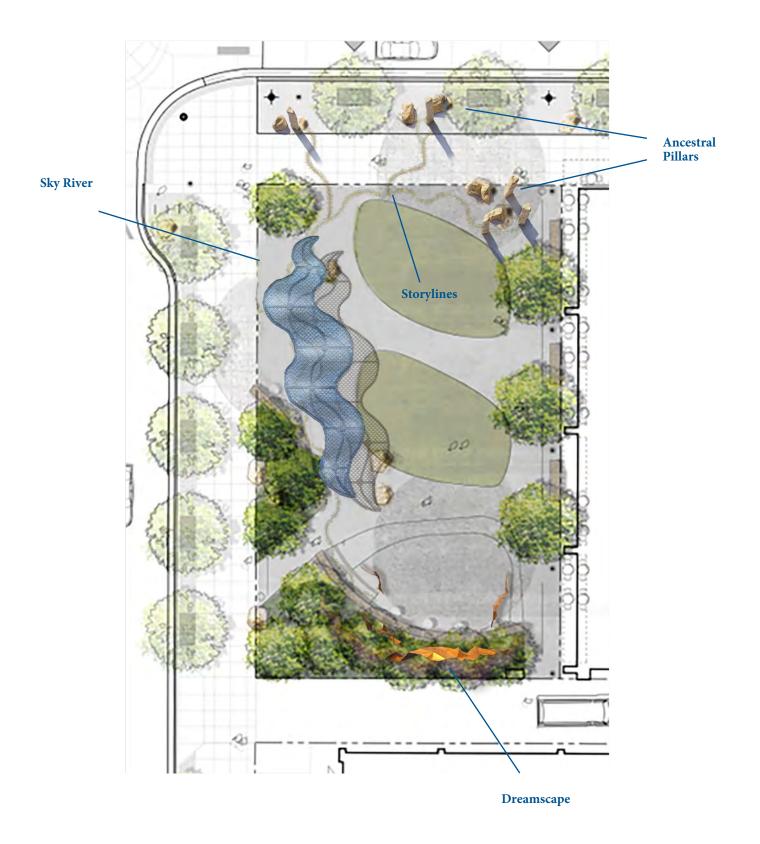






EXHIBIT C

Artwork Locations





DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC

FROM: Stephanie Johnson, City of Boise **CC:** Jennifer Stevens, City of Boise

DATE: 1/13/2025

RE: 521 W Grove St Public Art Type 4 Agreement – Date Amendments

521 W GROVE STREET PUBLIC ART TYPE 4 AGREEMENT – DATE AMENDMENTS

In January 2023, CCDC kicked off the 521 W. Grove Street project with a public outreach effort aimed at gathering feedback to guide the design of the public space site. In April 2023, CCDC and Boise City Council approved and executed a Type 4 Agreement with a \$400,000 budget, directing Boise Department of Arts & History staff to begin developing and guiding the artist selection and facilitating the process for early artist input and integrated design, which had been critical to the success of the project.

In December 2023, the City of Boise executed a contract with artist team Hua Design Studio to design and implement integrated public art into the overall public space design. Since then, the artists have completed extensive design work in collaboration with the public space design team.

In alignment with current construction schedule and reimbursement submittal requirements, the City of Boise requests the following date amendments to the Type 4 Agreement:

Art completion: July 25, 2025End of term: September 30, 2025

ATTACHMENT 5 AMENDMENT 1 TO PUBLIC ART DEFERRED MAINTENANCE



TYPE 4 PARTICIPATION AGREEMENT - CAPITAL IMPROVEMENT REIMBURSEMENT

PUBLIC ART DEFERRED MAINTENANCE

AMENDMENT 1

This AMENDMENT 1 to the Type 4 PARTICIPATION AGREEMENT – CAPITAL IMPROVEMENT REIMBURSEMENT ("Amendment") is made and entered by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and THE CITY OF BOISE CITY, IDAHO, and Idaho municipal corporation ("City"). CCDC and City may be collectively referred to as the "Parties" and individually referred to as "Party."

RECITALS

- A. CCDC and City have previously entered into a Type 4 Capital Improvement Reimbursement Agreement, effective April 8, 2024, and attached hereto as EXHIBIT A (the "Agreement"), for public art deferred maintenance on two (2) public artworks in the River Myrtle-Old Boise Urban Renewal District and two (2) public artworks in the Westside Urban Renewal District.
- B. City, through its Department of Arts & History, requested an amendment to the Agreement in order to extend the Term of the Agreement and to identify a Project completion date to better meet the City's efforts to repair and restore the artworks. City's request, dated January 13, 2025, is attached hereto as EXHIBIT B.
- C. CCDC and City have determined that it is in the best public interest to amend the Agreement as follows to achieve the objectives desired by the Parties.

AGREEMENT

NOW, THEREFORE, in accordance with Section 23 of the Agreement which provides for amendments to the Agreement as needed by the Parties, City and CCDC hereby make the following amendments to the Agreement:

- **1.** Section 3, *Term*, of the Agreement is hereby amended to read as follows:
- 3. <u>Term.</u> This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) <u>May 31 September 30</u>, 2025, whichever comes first (the "Termination Date"). The Parties hereto expressly

acknowledge and understand that the River Myrtle-Old Boise Urban Renewal District terminates September 30, 2025. Accordingly, the Parties hereto expressly acknowledge and understand CCDC cannot and will not extend any obligations of this Agreement beyond this Termination Date.

- **2.** Section 4, *Scope of Work*, of the Agreement is hereby amended to read as follows:
- **4. Scope of Work.** The Parties have identified five (5) locations where restoration and repair are needed:

River Myrtle-Old Boise District

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

Westside District

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

<u>All restoration and repair specified in this section will be completed by May 31, 2025.</u> The scope and locations of the artwork restoration and repair are described and depicted on the attached Exhibit A.

- **3.** Section 17, *Notices and Receipt*, of the Agreement is hereby amended to read as follows:
- 17. <u>Notices and Receipt</u>. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Karl Woods, Senior Project Manager

Megan Pape, Project Manager

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 <u>kwoods@ccdcboise.com</u> <u>mpape@ccdcboise.com</u>

With a copy to: John Brunelle, Executive Director

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 jbrunelle@ccdcboise.com

If to Boise City: Jamile Shirley, Cultural Assets Program Manager

Boise City Arts and History Department

P.O. Box 500

Boise, Idaho 83701-0500 ishirley@cityofboise.org

artsandhistory@cityofboise.org

With a copy to: Boise City Attorney's Office

Attn: Logan Weis-Hurzeler, Deputy City Attorney

Attn: Christine Dodd, Deputy City Attorney

P.O. Box 500

Boise, Idaho 83701-0500 lweis@cityofboise.org

cevangelidesdodd@cityofboise.org

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

End of Amendment 1 | Signatures appear on the following page.

IN WITNESS WHEREOF, an authorized representative of each Party, intending to be bound by this Amendment 1, executed this Amendment 1 with an effective date last written below.

FOR CCDC:		
By: John Brunelle, Executive Director		
Date:		
Approved as to form:		
	CCDC Budget Ir	nfo / For Office Use
Mary Watson, General Counsel	Accounts:	302-6800
Date:	Activity Code	24022
	PO#	240018
	Contract Term	September 30, 2025
FOR BOISE CITY: By: Lame Mc Lan	ATTEST:	
Lauren McLean, Mayor	Jamie Heinzerling, Ci	ty Clerk
Date: 2/5/2025	Date: 2/5/2025	ty Oldu
Approved as to form: Christine Dodd, Deputy City Attorney Date:		



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

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

RECITALS

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

- D. The City is requesting funding assistance from CCDC for one-time restoration of three (3) identified public artwork installations in the Westside District and two (2) identified public artwork installations in the River Myrtle-Old Boise District (collectively, the "Project"). CCDC has determined that it is in the public interest to enter into a Type 4 Capital Improvement Reimbursement Agreement with the City for said one-time restoration and repair of the public artwork installations.
- E. CCDC has in place a Participation Program which includes the Type 4 Capital Improvement Project Coordination Program, and CCDC has budgeted sufficient Agency funds for public improvements in the two Districts.
- F. CCDC and the City have determined that it is in the best public interest to enter into this Type 4 Capital Improvement Reimbursement Agreement whereby the Parties agree they will collaborate in order to achieve the objectives desired by the Parties, all in accordance with CCDC's Participation Program.

AGREEMENT

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

- 1. <u>Purpose</u>. The purpose of this Agreement is to memorialize the Parties' agreement concerning the financial reimbursement for the restoration and repair of public artwork in five (5) specific downtown Boise locations. The City's request for collaboration and funding for the Project is attached as Exhibit A.
- **2. Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.
- 3. <u>Term.</u> This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) the completion of all obligations of each Party; or 2.) May 31, 2025, whichever comes first (the "Termination Date"). The Parties hereto expressly acknowledge and understand that the River Myrtle-Old Boise Urban Renewal District terminates September 30, 2025. Accordingly, the Parties hereto expressly acknowledge and understand CCDC cannot and will not extend any obligations of this Agreement beyond this Termination Date.
- **4. Scope of Work.** The Parties have identified five (5) locations where restoration and repair are needed:

River Myrtle-Old Boise District

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

Westside District

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

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

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

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

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

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

• Grove Street Illuminated and Boise Canal: \$37,000

• Idanha Canopies: \$2,000

- **Reimbursement.** The City shall pay for all costs associated with the Project. CCDC shall reimburse the City only upon completion of the Project, with Project-related expenses being sufficiently documented, and upon sufficiently detailed invoicing having been received by CCDC from the City. CCDC shall make payment within 60 days of receipt of a sufficiently detailed invoice. After restoration and repair of the specified artwork and reimbursement to City by CCDC, CCDC shall have no further financial obligation or maintenance responsibility under this Agreement. In order to contain all Project-related costs in a particular fiscal year, CCDC can, at its option, remit to the City a lump sum amount equal to this Agreement's outstanding balance as necessary.
- 7. <u>Project Management; Project Updates</u>. The City shall be responsible for managing all aspects of the work performed under this Agreement. The City shall be responsible for receipt and review of any invoices from, as well as disbursement of, payments for the work performed under this Agreement. The City will provide periodic reports to CCDC staff on the progress of the Project.
- **8.** <u>Subordination of Reimbursement Obligations</u>. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC funds.

- **9. Future Maintenance.** The City shall maintain or arrange to maintain the artwork restored by this Agreement at its own expense. The City's obligations, as set forth in this Section, shall be for the warranty period described below and shall survive the termination of this Agreement. The City acknowledges and agrees CCDC has no obligation of further restoration, repair, or maintenance of the artwork as part of this Agreement or any other maintenance obligations under this Agreement. The City's obligations under this section shall be contingent upon the City's designation of funds for this purpose in its annual budget cycle.
- **10. Promotion of Project.** The City shall recognize CCDC as a funding partner in any publicity, signage, reports, or documentation related to the Project. Either Party may promote the Project and involvement in this Agreement, including information posted on websites and social media. Any promotion by the Parties must include credit to the artist including the artist's name and title of the work.
- 11. <u>Warranty</u>. The City warrants that the materials and workmanship employed in the work performed under this Agreement is of best quality and free from defects in materials and workmanship, including inherent vice. "Inherent vice" refers to a quality within the material or materials which comprise the interpretive signage which, either alone or in combination with other materials used in the interpretive signage or reacting to the environment, results in the tendency of the interpretive signage to destroy itself. Such warranty shall extend for a period of two (2) years after completion of the project.
- **12.** Ownership. CCDC makes no claim now or in the future to any ownership, including any intellectual property rights, of the artwork involved in this Agreement.
- **13. Default.** Neither Party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:
 - a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
 - b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
 - c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
 - d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.

- **14. No Joint Venture or Partnership.** CCDC and the City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and the City a joint venture or partners.
- **15.** Successors and Assignment. This Agreement is not assignable except that the City may assign the City's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion.
- **16.** Applicable Law; Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.
- **17.** <u>Notices and Receipt.</u> All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to CCDC: Karl Woods, Senior Project Manager

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 kwoods@ccdcboise.com

With a copy to: John Brunelle, Executive Director

Capital City Development Corporation

121 N. 9th Street, Suite 501

Boise, Idaho 83702 jbrunelle@ccdcboise.com

If to Boise City: Jamile Shirley, Cultural Assets Program Manager

Boise City Department of Arts and History

P.O. Box 500

Boise, Idaho 83701-0500 jshirley@cityofboise.org

artsandhistory@cityofboise.org

With a copy to: Boise City Attorney's Office

Attn: Logan Weis-Hurzeler, Deputy City Attorney

P.O. Box 500

Boise, Idaho 83701-0500 lweis@cityofboise.org

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

- a. The City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by the City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any other protection afforded to the City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. CCDC shall protect, defend, indemnify, and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of the City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.
- 19. <u>Insurance Requirements</u>. Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code (currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph.
- **20.** Antidiscrimination. The City, for itself and its successors and assigns, agrees that in all aspects provided for in this Agreement it will not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status.
- 21. Entire Agreement; Waivers. This Agreement, including its exhibits, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties for the subject matter herein. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and the City.
- **22.** Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.
- **23.** Amendments to this Agreement. CCDC and the City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein. Any such amendments shall be in writing and agreed to by the Parties.
- **24.** <u>Time is of the Essence</u>. Time is of the essence in the performance of this Agreement.

End of Agreement | Signatures appear on the following page.

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

FOR CCDC:

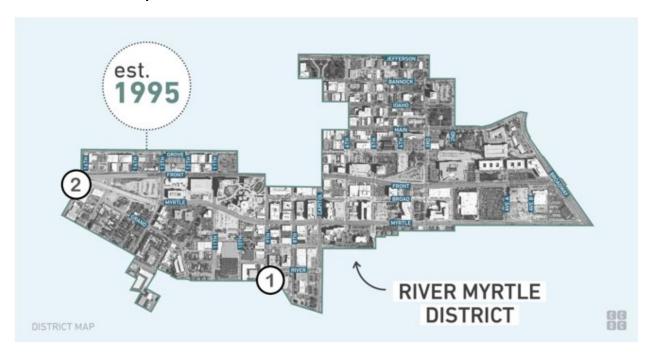
EXHIBITS

A:

Du Zovnelle	CCDC Budget	Info / For Office Use
By:	Accounts:	
John Brunelle, Execultive Director	RMOB	302-6800
	WESTSIDE	303-6800
Date: APRIL 8, 2024	Activity Code:	24022
	PO#	240018
	Contract Term	September 30, 2025
Approved as to form:		
Mary Watson, General Counsel		
Date: APRIL 8, 2024		
FOR BOISE CITY: By: Lauren McLean, Mayor	ATTEST: Syncla D Lynda Lowry, Ex-Offici	Zouse o City Clerk
	4/0/0004	•
Date: 4/2/2024	Date: 4/2/2024	
Approved as to form:		
Rob Lockward, Deputy City Attorney		
Date:		

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

Exhibit A - Site Maps

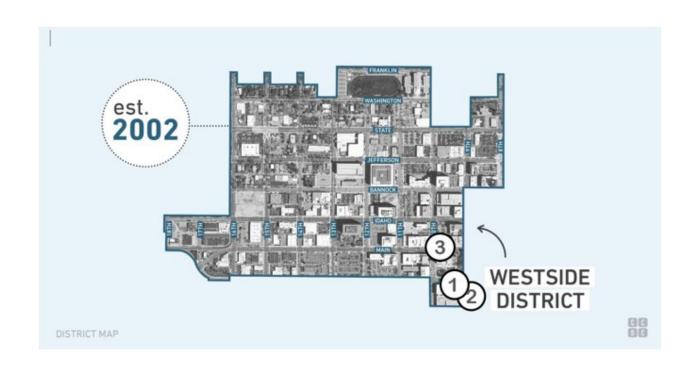




1) Botanica Industria, By Anna Webb New signage - \$400



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





1&2) Grove Street Illuminated & Boise Canal

Replacement parts, electrical maintenance \$37,000



) Idanha Canopies

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



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC

FROM: Jennifer Stevens, City of Boise

cc: Karl Woods, CCDC

DATE: 10/3/2023

RE: Deferred Maintenance Funding Request, River-Myrtle & Westside Districts

DEFERRED MAINTENANCE

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

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

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

River-Myrtle District

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

\$400 Botanica: new signage

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

Westside District

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

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

This work will be completed by the end of FY24.



DEPARTMENT OF ARTS & HISTORY

MAYOR: Lauren McLean | DIRECTOR: Jennifer Stevens

MEMO

TO: Doug Woodruff, Development Director, CCDC

FROM: Jamile Shirley, Cultural Assets Program Manager, Dept. of Arts & History

cc: Jennifer Stevens, Director, Dept. of Arts & History

DATE: 1/13/2025

RE: Amendment: Type 4 Participation Agreement, Public Art Deferred Maintenance

BACKGROUND

On April 8th, 2024, the Capital City Development Corporation (CCDC) and the Boise City Department of Arts & History (A&H) entered into a Type 4 (T4) Capital Improvement Reimbursement Agreement. Prior to A&H's creation in 2008, CCDC commissioned numerous public artworks within its active districts, and A&H subsequently accepted ownership of these works. Many of these artworks are over 25 years old and require significant maintenance, with some needing full restoration.

In response, A&H requested funding assistance from CCDC for the one-time restoration of five artworks within the Westside District and River Myrtle-Old Boise Districts. CCDC has agreed that supporting the restoration is in the best public interest. However, both parties interpreted the contract term dates differently. As a result, an amendment is being made to reconcile the schedule and ensure successful requirements completion.

ACTIONS

- Update the Term (Section 3) completion from May 31, 2025, to September 30, 2025.
- Update Scope of Work (Section 4) to state all work will be completed by May 31, 2025.

SUMMARY

By addressing the contract's term dates, this amendment will help ensure the timely restoration of five public artworks within key districts of the City prior to the districts sunsetting. The proposed changes will also support the continued collaboration between CCDC and A&H in preserving and enhancing Boise's public art collection.



AGENDA BILL

Agenda Subject:

Approve Resolution No. 1916 – 951 E Gowen Rd, Red River Logistics and Commerce Centers. Amendment 3 to the Type 2 Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC

Date:

February 10, 2025

Staff Contact:

Corrie Brending

Project Manager – Property

Development

Attachments:

- 1. Resolution No. 1916
- 2. Third Amendment to 951 E Gowen Rd Red River Logistics and Commerce Centers Type 2 Participation Agreement

Action Requested:

Adopt Resolution No. 1916 approving and authorizing the Executive Director to execute the Third Amendment to the Type 2 General Assistance Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC.

Background:

Red River Logistics and Commerce Centers consist of nearly 1.3 million square feet of Class A industrial space designed to accommodate a wide range of uses, including distribution, manufacturing, office, R&D, warehouse, storage, and other industrial uses. The project includes development on two sites, which are considered one project under the participation agreement. The Logistics Center will include 901,000 square feet, 456 parking spaces, and trailer parking, while the Commerce Center will include three buildings totaling 380,000 square feet, 289 parking spaces, and trailer parking.

Red River Logistics Center LLC and Red River Commerce Center LLC have an existing Type 2 General Assistance Agreement dated February 14, 2022. The agreement was amended on December 13, 2023, to extend the completion date to July 31, 2024. The agreement was amended again on July 16, 2024, to extend the completion date to November 30, 2024 and increase the estimated eligible expenses due to design changes required by the Ada County Highway District.

The agreement includes CCDC assistance for an estimated \$4,239,124 of eligible expenses to construct significant public improvements. The majority of public improvement expenses are for the extension of Production Street, which includes building out utility infrastructure and streetscapes with a 12' detached multi-use pathway along with road construction and a bridge over Five Mile Creek. This extension was identified as an infrastructure project in the Gateway East Plan and will provide connectivity to parcels previously inaccessible by public right of way, making future development in the area more feasible.

The requested third amendment to the agreement extends the completion date to June 1, 2025 to allow for time to complete the final construction items for Production Street as required by the Ada County Highway District.

Proposed changes to the agreement include:

- Section I. Update the completion date to June 1, 2025
- Section III. G. Update the estimated reimbursement schedule to be:

Period	Project	Primary Roll	Taxes Due	Reimbursement
	Completion	Assessment		Paid
#1	June 2025	Jan. 2026	Dec. 2026 & June 2027	Sept. 2027
#2	NA	Jan. 2027	Dec. 2027 & June 2028	Sept. 2028
#3	NA	Jan. 2028	Dec. 2028 & June 2029	Sept. 2029
#4	NA	Jan. 2029	Dec. 2029 & June 2030	Sept. 2030
#5	NA	Jan. 2030	Dec. 2030 & June 2031	Sept. 2031
#6	NA	Jan. 2031	Dec. 2031 & June 2032	Sept. 2032

Fiscal Notes:

The amendment changes the start of reimbursement payments from September of 2026 to September of 2027, but has no other fiscal impacts.

Staff Recommendation:

Approve and authorize the Executive Director to execute the Third Amendment to the Type 2 General Assistance Agreement with Red River Logistics LLC and Red River Commerce Center LLC.

Suggested Motion:

Adopt Resolution No. 1916 approving and authorizing the Executive Director to execute the Third Amendment to the Type 2 General Assistance Participation Agreement with Red River Logistics Center LLC and Red River Commerce Center LLC.

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 THIRD AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT BY AND BETWEEN THE AGENCY AND RED RIVER LOGISTICS CENTER, LLC, AND RED RIVER COMMERCE CENTER, LLC; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on February 14, 2022, the Agency Board adopted its Resolution 1744 approving a Type 2 Participation Agreement ("Agreement") with Red River Logistics Center, LLC, and Red River Commerce Center, LLC (collectively, the "Participant"), for right-of-way construction and dedication, extension of public utilities, and construction of public infrastructure located in the Gateway East Economic Development District; and,

WHEREAS, on December 13, 2023, at the request of the Participant due to unforeseen delays, the Parties entered into Amendment 1 to the Agreement, extending the term of the Agreement to July 31, 2024; and,

WHEREAS, on July 16, 2024, at the request of the Participant due to continued delays as a result of significant Project design changes by the Ada County Highway District ("ACHD"), and by request of the Participant to capture increased Eligible Expenses due to those delays, the Parties entered into Amendment 2 to the Agreement, extending the term of the Agreement to November 30, 2024, and increasing the Estimated Eligible Expenses to be reimbursed by Agency to Participant; and,

WHEREAS, the Participant is requesting a third extension of the Agreement due to final Project closeout requirements by ACHD taking longer than anticipated; and,

RESOLUTION 1916 - 1

WHEREAS, the Agency Board finds it in the best public interest to approve the Third Amendment to the Type 2 General Assistance Participation Agreement with Red River Logistics Center, LLC, and Red River Commerce Center, LLC, and to authorize the Agency Executive Director to execute same.

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

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

<u>Section 2:</u> That the Third Amendment to the Type 2 General Assistance Participation Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Agency Executive Director is hereby authorized to execute the Third Amendment and to execute any necessary documents required to implement the actions contemplated by the Amendment, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical corrections to the Third Amendment or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the February 10, 2025, Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 10, 2025. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on February 10, 2025.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEOT	BY:	
ATTEST:	Latonia Haney Keith, Chair	
BY:		
Lauren McLean, Secretary		

RESOLUTION 1916 - 2



TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

AMENDMENT 3

This THIRD AMENDMENT TO THE TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT ("Amendment") is made and entered into by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as Capital City Development Corporation, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, chapter 29, title 50, Idaho Code, as a duly created and functioning urban renewal agency for Boise City, Idaho ("CCDC"), and RED RIVER LOGISTICS CENTER, LLC, a Delaware limited liability company and RED RIVER COMMERCE CENTER, LLC, a Delaware limited liability company (collectively, the "Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as "Party."

RECITALS

WHEREAS, the Parties have previously entered into a Type 2 General Assistance Participation Agreement, dated February 14, 2022 (the "Agreement") for a project located at 951 East Gowen Road and 7031 South Eisenman Road, in Boise, Idaho; and,

WHEREAS, on December 13, 2023, the Parties entered into an Amendment Number 1 to the Agreement, extending the term of the Agreement to July 31, 2024; and,

WHEREAS, on July 16, 2024, the Parties entered into an Amendment Number 2 to the Agreement, extending the term of the Agreement to November 30, 2024; and,

WHEREAS, Participant again requests an extension of the Agreement due to unforeseen delays caused by design changes required by the Ada County Highway District.

AGREEMENT

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

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

I. EFFECTIVE DATE AND TERM

The "Effective Date" of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each Party are complete. Participant must reach Completion of the Project and the Public Improvements by November 30, 2024 June 1, 2025. If Completion has not been reached by that date, CCDC may, in its sole discretion, deem Participant to be in default and, subject to Section V below, terminate this Agreement without penalty.

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

2. Section III(G) of the Agreement, *Reimbursement Schedule*, is amended to delete the anticipated timeline table in its entirety and replace it with the anticipated timeline table as follows:

The anticipated timeline for this Project is as follows:

Period	Project Completion	Primary Roll Assessment	Taxes Due	Reimburse- ment Paid
#1	June 2025	Jan. 2026	Dec. 2026 & June 2027	Sept. 2027
#2	NA	Jan. 2027	Dec. 2027 & June 2028	Sept. 2028
#3	NA	Jan. 2028	Dec. 2028 & June 2029	Sept. 2029
#4	NA	Jan. 2029	Dec. 2029 & June 2030	Sept. 2030
#5	NA	Jan. 2030	Dec. 2030 & June 2031	Sept. 2031
#6	NA	Jan. 2031	Dec. 2031 & June 2032	Sept. 2032

3. Section III(G) of the Agreement, *Reimbursement Schedule*, is amended to delete the estimated reimbursement payments table in its entirety and replace it with the Estimated Reimbursement Payments table as follows:

Estimated Reimbursement Payments

То:	Logistics Center LI	C Commerce Center LLC
1) September 2027	\$ 447,4	96 \$ 273,470
2) September 2028	\$ 720,9	\$0
3) September 2029	\$ 720,9	\$0
4) September 2030	\$ 720,9	66 \$0
5) September 2031	\$ 720,9	66 \$0
6) September 2032	\$ 720,9	\$0
Total per LLC	\$ 4,052,3	26 \$ 273,470
Project Total		\$ 4,325,796

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

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

CCDC:	Capital City Development Corporation
	By:
	Date:
PARTICIPANTS:	Red River Commerce Center LLC, a Delaware limited liability company
	By: Red River Commerce Center Manager LLC Its: Manager
	By: Devin Schuster, Manager
	Date:
	Red River Logistics Center LLC a Delaware limited liability company
	By: Red River Logistics Center Manager LLC Its: Manager
	By: Devin Schuster, Manager
	Date: 2/5/25

EXHIBITS:

Exhibit A – Request for Extension





02/02/2025

Corrie Brending
Project Manager – Property Development
Capital City Development Corporation
121 N 9th Street, Suite 501
Boise, Idaho 83702

RE: RED RIVER LOGISTICS & COMMERCE CENTER EXTENSION REQUEST

Dear Ms. Brending,

As we have recently discussed, Flint Development and our roadway contractor, Compliance Solutions Contracting, have substantially completed the Apple Avenue roadway improvements package but are awaiting final approvals from the Ada County Highway District (ACHD). Our team was provided with a punch list for completion by ACHD on 01/09/2025 and we're actively working to complete all requested work as soon as possible. The issuance of the punch list is delaying our final completion of the roadway improvements project and preventing our team from finalizing the remaining close out process with CCDC staff. With this said, we are requesting an extension from the Capital City Development Corporation to 06/01/2025 to allow our team the ability to finalize all remaining close out work with ACHD.

Thank you for your assistance in this matter,

Eric Gromacki Director of Development Flint Development



December 23rd, 2024

Subdivision 1st Final: SUBP22-0086 Red River Logistics Center

Red River Logistics Center, LLC 3515 W 75th Ste. 103 Prairie Village, Kansas 66208

A portion of the public street improvements and/or documents required by ACHD are complete. The non-inclusive list of incomplete items follows. It is the responsibility of the Developer and Contractor to complete the street improvements prior to acceptance of the development.

- 1. Clean streets, sidewalks, and storm drain system. Maintain BMP's.
- 2. Implement Bmp's and Clean storm drain system.
- 3. Propose drainage for retaining wall.
- 4. Propose drainage for private lots.
- 5. Propose hand railing for retaining wall.
- 6. Coordinate a license agreement with review staff regarding retaining wall.
- 7. Backfill behind curb and sidewalk ensuring 1 foot landing.
- 8. Backfill wing-wall on box culvert.
 - a. Ensuring one foot landing behind back of walk. Then maintain 4 to 1 slope to edge of wing-wall.
- 9. Propose fix for under-gap at guard rails that exceeds 4" inches.
- 10. Raise Sand and Grease trap to grade.
- 11. Raise ACHD MH-A3 to grade.
- 12. Propose installation for external monitoring for basin and seepage bed.
- 13. Verify basin meets design infiltration rate.
- 14. Build basin per plan, following ACHD BMP-10.
- 15. Grout grade rings in all storm drain manholes.
- 16. Install Type II barricade at termini
- 17. Install Type III barricade at cul-de-sac.
- 18. Ensure one foot landing at edge of asphalt at cul-de-sac.
 - a. Install borrow ditch per plan at cul-de-sac.
- 19. Install armored channel for temporary ponds at cul-de-sac.
- 20. Propose fix for water meters in sidewalk.

The Engineer must submit:

• Record drawings in electronic and hard copy form.

Note that this is primarily a list of construction issues. There may be other items and/or fees required prior to requesting ACHD signature of the final plat.

Acceptance of street maintenance and warranty period begins when the "Acceptance for Maintenance" letter is issued by ACHD. This letter signifies that all improvements have been inspected for compliance and general functionality per the engineered plans but overall functionality of drainage systems per the Record Drawings will be assessed during the 2-year warranty period.

ACHD Surety Requirements

Procedure Adopted February 21, 2008

Minimum Surety Amount

- For plat signature, the minimum surety requirement is the amount calculated at plans acceptance or any subsequent increase in project scope.
- Developer may request an inspection for surety reduction if construction is partially complete meeting the following minimum:
 - All concrete work must be complete per plans and ACHD standards and signed off by Inspector by requesting a "Concrete Final" inspection. Once concrete is deemed complete, only the estimated value for the concrete will be reduced from the surety.
 - OR All storm drain and paving is complete per plans and ACHD standards and signed off by Inspector, storm drain is only included in the reduction if paving is complete.
- To obtain plat signature with surety reduction punch list, Development Review may calculate a reduced surety amount upon request.
- For plat signature with minimal punch list items (as determined by ACHD), the minimum surety is **\$10,000**.
- For subdivisions with roadside swales that are incomplete, the minimum will not be less than
 two times the swale deposit, plus any other punch list items. For subdivisions with required
 bridge work that is incomplete, the minimum will not be less than two times the cost estimate
 for the bridge work, plus any other punch list items.

Surety Expiration

- For Letters of Credit, ACHD will attempt to send a written notice of expiration within 45-days of expiration. It is the developer and bank's responsibility to keep the surety current with ACHD.
- Letter of Credit extensions must be for minimum 90-days.
- Construction final inspections must be scheduled 10-days or more prior to demand date
 of the Letter of Credit. If the work is not verified complete or final inspection scheduled
 before 10-days of the demand date, the Letter of Credit must be extended a minimum of 90days or ACHD will file demand on the Letter of Credit.



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V. ACTION ITEMS



AGENDA BILL

Subject Annual Independent Audit of	Date February 10, 2025			
Staff Contact Attachments				
Joey Chen,	1. Audit Committee Agenda	Audit Committee Agenda		
Finance & Administration Director	Independent Auditor's Communication with Those Charged with Governance			
Holli Klitsch, Controller	Independent Auditor's Report of the Agency's FY 2024 Financial Statements			
Action Requested				
Accept independent auditor Eide Bailly LLP's report of the Agency's FY 2024 financial statements and authorize distribution to all required entities.				

Background

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

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

The Executive Committee – serving concurrently as the Board's Audit Committee – formally received this audit report from independent auditors Eide Bailly on February 5, 2025. The report was discussed with staff present and then with staff excused.

Fiscal Note

Per Engagement Letter, Eide Bailly estimated its fee to perform an independent audit of Agency FY 2024 financial statements to be \$44,700.

Staff Recommendation

Accept the Eide Bailly audit report of Agency's FY 2024 financial statements and authorize staff to file the report with the required entities.

Suggested Motion

I move to accept independent auditor Eide Bailly's report of the Agency's Fiscal Year 2024 financial statements and authorize staff to deliver the audit report to all required entities.



AUDIT COMMITTEE AGENDA

Executive Committee serves concurrently as Audit Committee 11:00 – 11:15am Wednesday, February 5, 2025

- 1. Call to Order.
 - Chair Haney Keith
- 2. FY 2024 Audit Report Presentation by independent auditor Eide Bailly, LLP.
 - Kevin Smith, Audit Partner
- 3. Discussion.
 - Chair Haney Keith
- 4. Audit Committee discussion with Independent Auditor.
 - Chair Haney Keith
 - · Agency staff dismissed
- 5. Adjourn

Noon: Board of Commissioners Regular Monthly Meeting

I. ACTION ITEM

A. CONSIDER Annual Independent Audit of FY 2024 Financial Statements



January 22, 2025

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

We have audited the financial statements of Capital City Development Corporation (the Agency) as of and for the year ended September 30, 2024, and have issued our report thereon dated January 22, 2025. Professional standards require that we advise you of the following matters relating to our audit.

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

As communicated in our letter dated September 5, 2024, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

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

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

Planned Scope and Timing of the Audit

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

Compliance with All Ethics Requirements Regarding Independence

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

Significant Risks Identified

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." We have identified the following as significant risks:

- Improper Capitalization We have identified the improper capitalization of capital expenditures as a significant risk.
- Management Override of Controls Professional standards require auditors to address the possibility of
 management overriding controls. Accordingly, we identified as a significant risk that management may
 have the ability to override controls that have been implemented.
- Revenue recognition We identified revenue recognition as a significant risk.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Capital City Development Corporation is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2024. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates

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

The most sensitive accounting estimates affecting the financial statements are:

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

Financial Statement Disclosures

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

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

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

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

Significant Difficulties Encountered During the Audit

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

Uncorrected and Corrected Misstatements

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

Disagreements with Management

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

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

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

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated January 22, 2025.

Management's Consultations with Other Accountants

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

Other Significant Matters, Findings, or Issues

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

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the Agency's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the information and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements.

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

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

Boise, Idaho

Esde Saelly LLP



Financial Statements September 30, 2024

Capital City Development Corporation



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SEPTEMBER 30, 2024

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Independent Auditor's Report

Board of Commissioners Capital City Development Corporation Boise, Idaho

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Agency, as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Required Supplementary Information

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

historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 22, 2025, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

Boise, Idaho

January 22, 2025

Esde Saelly LLP

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2024

This section of Capital City Development Corporation's (the Agency's) annual financial report is provided by the management in accordance with GASB requirements to assist the reader in identifying and reviewing key issues and financial activity for the fiscal year ending September 30, 2024. Since this discussion and analysis focuses on the current fiscal year's activities and is a summary, the reader is encouraged to review the financial statements and notes which follow this section to gain a complete understanding of the Agency's finances.

Financial Highlights

- The Agency's total assets and deferred outflows of resources exceeded its liabilities and deferred inflow of resources at the close of the fiscal year 2024 by \$105,070,641. Of this total, \$22,255,181 is invested in capital assets (net of debt).
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of \$83,985,170, of which \$82,942,852 is nonspendable, restricted, committed or assigned.
- Total revenues increased by \$9,625,710. The change is mainly due to the facts that: (1) revenue allocation funds increased by \$9,086,379. This significant increase was a result of the property value change from the continued growth in the commercial and industrial real estate market across the Treasure Valley; and (2) parking revenue increased by \$264,892. This increase was a result of the hourly parker customers spending increased time in the garages and a slight increase in number of hourly parker customers.
- During fiscal year 2024, the Agency's expenses were \$35,183,257 compared to \$31,858,725 reported in 2023.
- Interest and fees expense on long-term liabilities in governmental activities decreased by \$3,730 compared with fiscal year 2023. This expense category is related to GASB Statement No. 87, *Leases*, that the Agency adopted in fiscal year 2022. The implementation of this standard requires recording interest payment related to leases. See Note 7 Leases for more details.

Overview of the Financial Statements

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

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

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

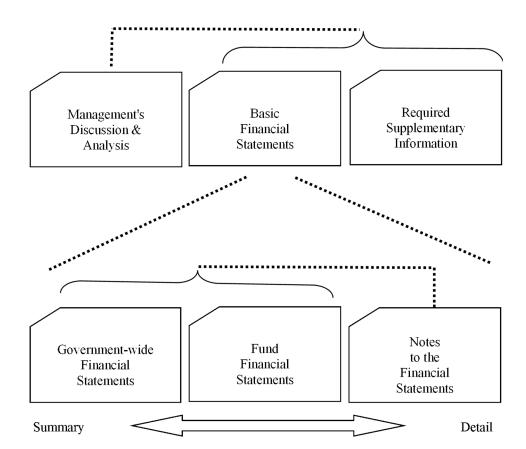


Figure A - Required Components of CCDC Annual Financial Report

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

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

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

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

Government-Wide Financial Statements

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

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2024

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

The Statement of Activities provides information showing changes made to the Agency's net position during fiscal year 2024. Financial activity shown on this statement is reported on an accrual basis (at the time the underlying event causing the change occurs, rather than at the time the cash flows happen). Thus revenue and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods. All of the year's revenues and expenses are accounted for in the Statement of Activities. The Agency's principal activities relate to planning and facilitation of quality private development, public infrastructure improvements, operation of the downtown parking system, and issuance of debt financing for larger strategic projects. The Agency's program operation, urban renewal activities and parking system operation are included in the governmental activities. The individual district activities are tracked separately and combined for reporting purposes.

Fund Financial Statements

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

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

Notes to the Financial Statements

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

Government-Wide Financial Analysis

Table 1 reflects the condensed fiscal year 2024 and fiscal year 2023 Statement of Net Position. Increases or decreases in Net Position value may vary significantly with variations in debt service payments, the timing of large public improvement projects, or the purchase or sale of land, buildings, and parking facilities. The Agency's total Net Position increased \$13,045,022 during fiscal year 2024.

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2024

Table 1
Statement of Net Position
As of September 30, 2024 and 2023

			Percent
			Change
	2023	2024	2023-2024
Current and Other Assets	\$ 106,196,833	\$ 121,166,651	14.1%
Capital Assets	24,568,055	23,665,473	(3.7%)
Total Assets	130,764,888	144,832,124	10.8%
Deferred Outflows of Resources	706,123	360,468	(49.0%)
Other Liabilities	4,180,231	4,088,122	(2.2%)
Long-term Liabilities	3,315,890	2,521,926	(23.9%)
Total Liabilities	7,496,121	6,610,048	(11.8%)
Deferred Inflows of Resources	31,949,271	33,511,903	4.9%
Net Position			
Net Investment in			
Capital Assets	22,347,969	22,255,181	(0.4%)
Restricted	68,655,339	81,773,142	19.1%
Unrestricted	1,022,311	1,042,318	2.0%
Total Net Position	\$ 92,025,619	\$ 105,070,641	14.2%

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

Table 2 provides a summary of the Agency's operations for the fiscal year ended September 30, 2024. Prior year data is presented for comparison purposes.

Table 2
Statement of Activities
For Years Ended September 30, 2024 and 2023

			Percent
			Change
	2023	2024	2023-2024
Revenues			
Program Revenues			
Charges for Services	\$ 304,534	\$ 385,858	26.7%
Operating Grants and Contributions	5,222,661	5,184,738	(0.7%)
Parking	8,979,252	9,244,144	3.0%
Total Program Revenue	14,506,447	14,814,740	2.13%
General Revenue			
Property Tax Increment	23,070,686	32,157,065	39.4%
Unrestricted Investment			
Earnings	1,025,436	1,264,168	23.3%
Loss on Sale of Capital Assets	-	(7,694)	100.0%
Total Revenues	38,602,569	48,228,279	24.94%
Expenses			
Program Expenses			
Community Development	28,226,164	31,260,477	10.8%
Interest on Long-Term Debt	25,075	21,345	(14.9%)
Parking Facilities	3,607,486	3,901,435	8.1%
Total Program Expenses	31,858,725	35,183,257	10.4%
Increase in Net Position	6,743,844	13,045,022	93.4%
Net Position - Beginning	85,281,775	92,025,619	7.9%
Net Position - Ending	\$ 92,025,619	\$ 105,070,641	14.2%

Revenues: Charges for Services include lease revenues from the Ada County Courthouse Corridor Project and from leasing activities in parking fund. Operating Grants and Contributions include various reimbursements from construction projects. Parking includes proceeds generated from operating the public parking garages. General Revenues include property tax increment and earnings on investments. Overall, total Agency revenues increased \$9,625,710 compared with the prior year. Tax increment revenues increased \$9,068,379 compared to fiscal year 2023, due to the increase in property valuations and new construction in Agency urban renewal districts. Parking revenues had an increase of \$264,892 to \$9,244,144, due to hourly parker customers spending increased time in the garages and slightly increase in hourly parker customers.

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2024

Expenses: Community Development includes the general expenses of the Agency related to fulfilling its mission. Interest on Long-Term Liabilities includes the interest portion of payments related to long-term financing arrangements and lease related activities. Parking Facilities includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2024 increased by \$3,324,532.

Budgetary Highlights

The fiscal year 2024 budget was amended once during the year. The budget was decreased for amounts related to the timing of capital improvement projects that were continued into the next fiscal year or for capital improvement projects that were added, deleted or modified during the fiscal year.

Capital Assets

Tables 3 and 4 present the Agency's Capital Assets. During fiscal year 2024, the Agency completed several projects that started in prior year in Agency-owned garages. Therefore, a total of \$844,505 is recorded as transfers from construction in progress to improvements other than buildings and equipment. These projects are: 10th and Front Garage Structural Repairs Phase 2, 9th and Front Garage Tier 1 Repairs, and 9th and Main Garage Tier 1 and 2 Column Repairs.

As of September 30, 2024, a total of \$1,273,910 is recorded as right-to-use lease assets, net of accumulated amortization.

Table 3
Capital Assets Net of Depreciation

			Total
			Dollar
			Change
	2023	2024	2023-2024
Land	\$ 3,438,944	\$ 3,438,944	\$ -
Construction in Progress	889,792	485,641	(404,151)
Building, Improvements and Equipment, net	18,200,474	18,466,978	266,504
Right-to-Use Leased Assets, net	2,038,845	1,273,910	(764,935)
Total Capital Assets	\$ 24,568,055	\$ 23,665,473	\$ (902,582)

See Note 4 to the financial statements.

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2024

Table 4
Major Capital Additions during Fiscal 2024

Beginning Balance Capital Additions:	\$ 24,568,055		
Construction in Progress	440,354		
Buildings, Improvements and Equipment	434,571		
Total Capital Additions	874,925		
Capital Deletions and transfers:			
Improvements other than Buildings	(137,113)		
Equipment	(8,975)		
Accumulated Depreciation for deletions	138,394		
Total Capital Deletions	(7,694)		
Current Year Depreciation	(1,004,878)		
Current Year Amortization	(764,935)		
Ending Balance	\$ 23,665,473		

Long-Term Liabilities

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

As of September 30, 2024, a total of \$1,410,292 is recorded as long-term liabilities.

Table 5
Long-Term Liabilities

					Total	
					Dollar	
					Change	
Activity	 2023	2024		2	2023-2024	
Leases	\$ 2,220,086	\$	1,410,292	\$	809,794	
Total	\$ 2,220,086	\$	1,410,292	\$	809,794	

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MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2024

Economic Factors

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

Highlights of each urban renewal district are as follows:

The River-Myrtle / Old Boise (RMOB) district will sunset at the end of fiscal year 2025, its statutory termination year. CCDC's current 5-Year CIP, FY2025-29, encompasses RMOB's final year and programs all projected revenues for a variety of public investments, working with partners and independently. The Broadstone Saratoga, a mixed-use development project with 334 apartment units and ground floor commercial space, encompasses a full city block in the RMOB district, bounded by 12th and 13th Streets to the east and west, and Grove and Front Streets to the north and south. Construction is well underway and is expected to complete in spring 2025. The Broadstone Saratoga will be a great addition to the RMOB district. Three significant place-making and infrastructure projects in the district are (1) Old Boise Blocks Reinvestment and Visioning, a multi-block improvement project that covers eight city blocks along the east end of Grove Street, adjacent to Boise's downtown core, with focus given to Grove Street itself between 3rd and 5th Street; (2) Rebuild Linen Blocks on Grove Street, a project that will make catalytic infrastructure improvements on Grove Street between 10th and 16th Streets; and (3) 521 Grove Street – Public Space. This is a partnership between CCDC, Boise Parks and Recreation, and the Boise City Department of Arts & History to bring a new public space to downtown that celebrates the multicultural history of the Old Boise Neighborhood. These projects are community driven. They support economic vitality and stronger, more connected neighborhoods. We are excited to complete these significant investments in 2025.

The Westside district will sunset one year after RMOB, at the end of fiscal year 2026. On the corner of 12th Street and Idaho Street, the 12th and Idaho project is under construction. Upon completion in 2025, this mixed-use building will be the second tallest building in Idaho, with 26 floors, 298 residential units and ground floor retail space. Along Grove Street, two hotels, The Sparrow and Hotel Renegade, recently completed in summer 2024. These two hotels have added about 190 hotel rooms to the downtown area. Rebuild 11th Street Blocks, one of the biggest infrastructure projects in the district history, has completed in summer 2024 after a multi-year effort. A community celebration was held together with the City of Boise in June to celebrate this big accomplishment. This project combines the installation of bikeway infrastructure with streetscape improvements to realize plans by the City of Boise and ACHD for 11th Street as a corridor that prioritizes cyclists, pedestrians, retail business, and residents while accommodating existing vehicular use. The project spans two districts with the improvements extending into RMOB with the continuation from Grove Street to River Street.

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

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2024

Construction underway on the lift station site with an anticipated completion date in 2025. Upon completion, the project will include a new regional lift station, a 530-foot pressurized discharge pipe, and approximately one mile of new or replaced gravity sewer lines. Once all built, it's expected to serve 2,500 units of residential housing.

Agency's three newer urban renewal districts: Gateway East – the Agency's first industrial-focused, non-urban district, Shoreline and State Street. Gateway East, located along I-84 between Micron and the Boise Airport, is going strong due to its abundant, multi-mode transportation access and land availability. Some of the large projects in this area include: (1) Red River Logistics and Commerce Centers – the project contemplates concurrent development on two sites, one at 951 E Gowen Road for the Logistics Center and one at 7031 S Eisenman Road for the Commerce Center. In total, it will consist of nearly 1.3 million square feet of Class A industrial space designed to accommodate a wide range of uses including distribution, manufacturing, office, R&D, warehouse, storage, and other industrial uses. (2) Boise Gateway 3 Project – 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. As part of the project, the developer intends to widen Eisenman Road, construct sidewalks, and streetscapes, underground power and fiber optic lines, and extend gas and sewer public utility lines.

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

The Agency and the City of Boise established the State Street Urban Renewal District in November 2021. This new urban renewal district is to promote compact, mixed-use, mixed-income development along State Street between 27th Street and Horseshoe Bend Road and is supportive of and supported by transit. The district has a base valuation year of 2021 and an expiration date of December 31, 2041. This newest district of the Agency had its first ground-breaking ceremony in the summer of 2023 for Wilson Station at 2426 N Arthur Street. This is a mixed-use affordable housing development comprised of 102 multi-family units and ground-floor commercial space. Wilson Station advances several objectives from the State Street District Plan – including (1) creating affordable housing; (2) reusing vacant land; (3) encouraging compact development with no surface parking as part of the project; and (4) improving pedestrian and cycling safety and experience with detached sidewalks, improved pedestrian crossings, and a multiuse pathway.

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

Further Information Available

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

STATEMENT OF NET POSITION SEPTEMBER 30, 2024

	Governmental Activities
ASSETS	
Cash and investments	\$ 70,474,388
Receivables	
Accounts receivable	1,247,987
Interest receivable	97,041
Taxes receivable	32,806,883
Lease receivable	594,919
Prepaids and deposits	144,225
Restricted cash	507,520
Property held for resale or development	15,293,688
Capital assets	
Land, non-depreciable	3,438,944
Construction in progress, non-depreciable	485,641
Buildings, improvements, and equipment,	
net of accumulated depreciation	18,466,978
Right-to-use leased assets, net of accumulated	
amortization	1,273,910
TOTAL ASSETS	144,832,124
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pensions	360,468
TOTAL DEFERRED OUTFLOWS OF RESOURCES	360,468
LIABILITIES	
Accounts payable	3,334,973
Accrued liabilities	337,927
Advanced revenues	92,468
Refundable deposits	45,000
Long-term debt	
Current portion of lease liabilities	277,754
Long-term portion of lease liabilities	1,132,538
Net pension liability	1,389,388
TOTAL LIABILITIES	6,610,048
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenue - property tax	32,806,883
Deferred inflows related to leases	564,230
Deferred inflows related to pensions	140,790
TOTAL DEFERRED INFLOWS OF RESOURCES	33,511,903
NET POSITION	
Net investment in capital assets	22,255,181
Restricted	81,773,142
Unrestricted	1,042,318
TOTAL NET POSITION	\$ 105,070,641

STATEMENT OF ACTIVITIES YEAR ENDED SEPTEMBER 30, 2024

				D	rogram Boyonus	26		Net (Expense) Revenue and Changes in Net Position
				г	rogram Revenue		:+=1	Net Position
Functions / Programs	Expenses			arges for Services	Operating Grants and Contributions	Cap Grants Contrib	s and	Governmental Activities
Governmental activities Community development Interest on long-term liabilities	\$	31,260,477 21,345	\$	385,858	\$ 5,184,738 -	\$	-	\$ (25,689,881) (21,345)
Parking facilities		3,901,435	9	9,244,144	-		-	5,342,709
Total	\$	35,183,257	\$ 9	9,630,002	\$ 5,184,738	\$		(20,368,517)
			Gen	eral revenu	ies:			
				perty tax ir	ncrement nvestment earni	ings		32,157,065 1,264,168
					sale of capital a	•		(7,694)
			Total general revenues					33,413,539
			Chai	nge in net p	oosition			13,045,022
			Net	position, Be	eginning of Year			92,025,619
			Net	position, Er	nd of Year			\$105,070,641

BALANCE SHEET – GOVERNMENTAL FUNDS SEPTEMBER 30, 2024

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund						
ASSETS Cash and investments	\$ 1,300,455	\$ 23,290,854	\$ 5,063,242	\$ 3,897,639						
Accounts receivable	6,934	1,050,933	30,927	- 3,037,033						
Interest receivable	97,041	-	-	-						
Taxes receivable	-	13,959,278	5,927,726	1,616,123						
Leases receivable	-	-	-	-						
Prepaids	120,970	15,250	8,005	-						
Restricted cash	-	-	-	-						
Property held										
for resale or development		1,818,791	13,474,897							
	\$ 1,525,400	\$ 40,135,106	\$ 24,504,797	\$ 5,513,762						
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES										
LIABILITIES										
Accounts payable	\$ 24,185	\$ 2,238,553	\$ 244,030	\$ 176,158						
Accrued liabilities	337,927	-	-	-						
Advanced revenues	-	-	-	-						
Refundable deposits			45,000							
Total liabilities	362,112	2,238,553	289,030	176,158						
DEFERRED INFLOW OF RESOURCES										
Unavailable- property tax	_	13,959,278	5,927,726	1,616,123						
Deferred Inflows related to		, ,	, ,							
lease liabilities		<u> </u>	<u> </u>							
Total deferred inflows		13,959,278	5,927,726	1,616,123						
FUND BALANCES										
Nonspendable	120,970	1,834,041	13,482,902	_						
Restricted	-	22,103,234	4,805,139	3,721,481						
Committed	-	-	-	-, , -						
Assigned	-	-	-	-						
Unassigned	1,042,318									
Tabal C. addada	4 462 222	22.027.275	40 200 244	2 724 404						
Total fund balances	1,163,288	23,937,275	18,288,041	3,721,481						
	\$ 1,525,400	\$ 40,135,106	\$ 24,504,797	\$ 5,513,762						

BALANCE SHEET – GOVERNMENTAL FUNDS SEPTEMBER 30, 2024

Shorel Distri RA Fu	ct	Gateway East District RA Fund	t State Street District Parking RA Fund Fund		District		G 	Total overnmental Funds
\$ 1,49	1,541 -	\$ 12,893,288 -	\$	2,234,269	\$	20,303,100 159,193	\$	70,474,388 1,247,987
1,06	- 3,288 - -	8,524,607 - -		1,715,861 - -		- - 594,919 -		97,041 32,806,883 594,919 144,225
	- <u>-</u>	- -		- -		507,520		507,520 15,293,688
\$ 2,55	4,829	\$ 21,417,895	\$	3,950,130	\$	21,564,732	\$	121,166,651
\$ 2	7,303 - -	\$ 22,954 - -	\$	- - -	\$	601,790 - 92,468	\$	3,334,973 337,927 92,468
								45,000
2	7,303	22,954		-		694,258		3,810,368
1,06	3,288	8,524,607		1,715,861		-		32,806,883
	-					564,230		564,230
1,06	3,288	8,524,607		1,715,861		564,230		33,371,113
1.46	- 4,238	- 12,870,334		- 2,234,269		-		15,437,913 47,198,695
1,40	-	12,070,334		-		500,000		500,000
	-	-		-		19,806,244		19,806,244 1,042,318
								1,042,310
1,46	4,238	12,870,334		2,234,269		20,306,244		83,985,170
\$ 2,55	4,829	\$ 21,417,895	\$	3,950,130	\$	21,564,732	\$	121,166,651

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

SEPTEMBER 30, 2024

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

Total fund balance		\$ 83,985,170
Capital assets used in governmental activities are not financial therefore are not reported in the funds.	al resources and	
Cost of land	3,438,944	
Cost of construction in progress	485,641	
Cost of buildings, improvements, equipment and artwork	37,410,337	
Accumulated depreciation	(18,943,359)	22,391,563
Right-to-use asset related to leases	2,343,002	
Accumulated deprecation on right-to-use assets	(1,069,092)	1,273,910
Long-term liability is not due and payable in the current period and	therefore is not	
reported in the funds. Net pension liability	(1,389,388)	(1,389,388)
Long-term liability is not due and payable in the current period and		
reported in the funds.	therefore is not	
Lease liability - current portion	(277,754)	
Lease liability - long-term portion	(1,132,538)	(1,410,292)
Deferred outflows and inflows of resources related to pensions are	applicable to	
future periods and, therefore, are not reported in the funds.		
Deferred outflows of resources related to pensions:		
Changes of assumptions	55,040	
Contributions made subsequent to measurement date	59,718	
Changes in proportionate share	24,507	260.460
Differences between expected and actual experience	221,203	360,468
Deferred inflows of resources related to pensions:		
Net difference between projected and actual investment		
earnings on pension plan investments	(25,220)	
Changes in proportionate share	(115,570)	(140,790)
Net position for governmental activities		\$ 105,070,641

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS YEAR ENDED SEPTEMBER 30, 2024

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th District RA Fund
REVENUES				
Lease	\$ -	\$ 140,022	\$ -	\$ -
Interest	68,754	456,999	113,621	55,423
Unrealized gain on investments	455	7,279	2,730	1,137
Other	99,872	4,248,889	587,321	-
Parking	-	49,300	54,014	-
Revenue allocation funds		14,864,755	5,504,571	1,514,200
Total revenues	169,081	19,767,244	6,262,257	1,570,760
EXPENDITURES				
Administrative expenses	3,295,506	_	_	_
Operating expenses	506,041	213,243	275,761	-
Capital outlay and	300,0 .=		_,,,,,	
related expenses	22,159	21,131,311	3,124,418	592,826
Debt service - principal	154,834	423,212	-	-
Debt service - interest	19,154	2,191		
Total expenditures	3,997,694	21,769,957	3,400,179	592,826
EXCESS (DEFICIENCY) OF REVENUES				
OVER (UNDER) EXPENDITURES	(3,828,613)	(2,002,713)	2,862,078	977,934
OTHER FINANCING SOURCES (USES)	2 000 251	(4 500 204)	022.545	(156 570)
Interfund transfers Gain (loss) on sale of properties held for resale	3,969,251	(1,589,391)	932,545 582,678	(156,578)
dain (loss) on sale of properties field for resale			382,078	
Total other financing sources (uses)	3,969,251	(1,589,391)	1,515,223	(156,578)
NET CHANGE IN FUND BALANCES	140,638	(3,592,104)	4,377,301	821,356
FUND BALANCES, BEGINNING OF YEAR	1,022,650	27,529,379	13,910,740	2,900,125
FUND BALANCES, END OF YEAR	\$ 1,163,288	\$ 23,937,275	\$ 18,288,041	\$ 3,721,481

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS YEAR ENDED SEPTEMBER 30, 2024

Shoreline District RA Fund	Gateway East District RA Fund	State Street District RA Fund	Parking Fund	Total Governmental Funds
\$ - 25,529 455 - - 870,239	\$ - 172,783 4,094 - - 7,781,613	\$ - 23,178 682 - - 1,621,687	\$ 245,836 325,135 5,914 248,656 9,140,830	\$ 385,858 1,241,422 22,746 5,184,738 9,244,144 32,157,065
896,223	7,958,490	1,645,547	9,966,371	48,235,973
- - 532,246	716 1,359,997	58,280	2,843,484 958,341	3,295,506 3,839,245 27,779,578
, - -	- -	- -	, - -	578,046 21,345
532,246	1,360,713	58,280	3,801,825	35,513,720
363,977	6,597,777	1,587,267	6,164,546	12,722,253
(131,070)	(333,367)	(121,741)	(2,569,649)	- 582,678
(131,070)	(333,367)	(121,741)	(2,569,649)	582,678
232,907	6,264,410	1,465,526	3,594,897	13,304,931
1,231,331	6,605,924	768,743	16,711,347	70,680,239
\$ 1,464,238	\$ 12,870,334	\$ 2,234,269	\$ 20,306,244	\$ 83,985,170

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

YEAR ENDED SEPTEMBER 30, 2024

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

Net change in fund balances - total governmental funds

\$ 13,304,931

Capital outlays are reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.

Capital outlay 874,925 Gain (loss) from sale of capital assets (7,694)

Depreciation (1,004,878) (137,647)

Amortization (560,652) (560,652)

Current year gain (loss) on lease termination that does not provide financial resources.

27,466

Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but a reduction of long-term liabilities in the Statement of Net Position. In addition, interest expense is not recognized in the governmental funds until it is legally due, but is recognized when incurred and payable in the Statement of Activities.

Lease principal payments 578,046 578,046

In the Governmental funds, pension contributions are considered an expense, while on the Statement of Activities the contributions are considered a deferred outflow because they are made subsequent to the measurement date. The cost of pension benefits earned net of employee contribution is reported as pension expense.

Adjustments to pension contribution 208,617

Pension expense related to net pension liability (375,739) (167,122)

Changes in net position of governmental activities \$ 13,045,022

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

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

Urban Renewal Districts

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

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

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

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

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

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

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

Government-Wide and Fund Financial Statements

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

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

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

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

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

The Agency reports the following major governmental funds:

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

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

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

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

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

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

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

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

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

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

Cash, Restricted Cash, and Investments

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

Investments

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

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

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

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

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

Repurchase agreements secured by the above.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

Custodial Credit Risk

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

At year end, the carrying amount of the Agency's deposits were \$48,079,849 and the bank balance was \$48,864,393. Of the bank balance, \$250,000 was covered by federal depository insurance; in addition Federal Home Loan Bank of Cincinnati issued a letter of credit that would allow the Agency to draw up to \$65,000,000 or the amount of the deposit balance, in the event of bank default. All cash is held in national financial institutions located in Ada County.

Concentration of Credit Risk

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

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely impact the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. The weighted average maturity of the Local Government Investment Pool is 84 days as of September 30, 2024.

Property Taxes (Tax Increment Revenue) Receivable

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

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

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

The Agency received property taxes during the current fiscal year in the amounts of \$14,864,755 from the River-Myrtle/Old Boise District, \$5,504,571 from the Westside District, and \$1,514,200 from 30th Street District, \$870,239 from Shoreline District, \$7,781,613 from Gateway East District, and \$1,621,687 from State Street District.

Accounts Receivable

The Agency provides credit based on contractual agreements in the normal course of business. An allowance for doubtful accounts is based on management's review of the outstanding receivables, historical collection information and existing economic conditions. Accounts receivable are past due based on the terms of the contracts and interest is charged on overdue receivables on a case-by-case basis as allowed by the contracts. Based on management's review of accounts receivable, no allowance was deemed necessary as of September 30, 2024.

Lease Receivables

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

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$10,000 for office equipment and furniture and \$50,000 for land, building, and building improvements. Assets are recorded at historical costs or estimated historical cost if purchased or constructed. Donated capital assets are valued at their estimated acquisition value.

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

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

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

Right-to-use leased assets are recognized at the lease commencement date and represent the Agency's right-to-use an underlying asset for the lease term. Right-to-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

to please the lease asset into service. Right-to-use leased assets are amortized over the lease term using the straight-line method. The amortization period varies from 3 to 10 years.

Property Held for Resale or Development

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

Voluntary Employees' Beneficiary Association

The Agency established a Health Reimbursement Arrangement (HRA) with a Voluntary Employees' Beneficiary Association Plan (VEBA) during fiscal year 2024. The Agency makes contributions to a medical trust established under Section 501(c)(9) of the Internal Revenue Code. Funding sources for an employee's VEBA may include wellness reimbursement and unused sick leave. Individual accounts are established for the benefit of and are the property of each participant. Each participant is responsible for selecting the investment options for their account. Once an individual account is established, the employee may use the accumulated balance for IRS allowable medical expenses for themselves and qualified dependents. The Agency has no ongoing responsibility for the trust and is not included in these financial statements. The Agency contributed \$64,495 during the year ended September 30, 2024.

Pensions

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

Lease Liabilities

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

Deferred Outflows/Inflows of Resources and Unavailable Revenue

In addition to assets, the Statement of Financial Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets or fund balance that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until then. The Agency has one item that qualifies for reporting in

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

this category. The item is the deferred outflows related to pensions reported in the Government-Wide Statement of Net Position. See Note 6 for details of deferred inflows related to pensions.

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

Fund Equity

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

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

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

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

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

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

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

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

Per the guidance in the policy, the Board established that an emergency repair reserve in the minimum amount of \$500,000 shall be on hand as of September 30th of each fiscal year in the Parking fund. Funds within this reserve may be used intra-fiscal year for unforeseen, non-routine repair and maintenance expenditures in the garages when failure to do such repair and maintenance could adversely affect life safety or the ability to operate the garage(s) normally in the immediate future. The Board will evaluate the emergency repair reserve amount as part of each fiscal year's budget process and may amend the amount by resolution as it deems appropriate. The balance in the Parking Emergency Repair Reserve fund as of September 30, 2024, was \$500,000.

The Board further determined that it may be appropriate to set aside funds apart from working capital for a future project or initiative pursuant generally to the budget and related documents such as the capital improvement plan and parking reinvestment program. The Board delegated its authority to assign funds in this manner to the Executive Director. As of September 30, 2024, \$19,798,761 was assigned in the Parking fund for parking reinvestment projects and commitments budgeted in fiscal year 2024.

Estimates

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

Note 2 - Restricted Assets

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

Restricted fund balances as of September 30, 2024:

River Myrtle District Revenue Allocation Fund	\$ 22,103,234
Westside District Revenue Allocation Fund	4,805,139
30th Street District Revenue Allocation Fund	3,721,481
Shoreline District Revenue Allocation Fund	1,464,238
Gateway East District Revenue Allocation Fund	12,870,334
State Street District Revenue Allocation Fund	2,234,269
Parking Fund	-

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

Note 3 - Interfund Transfers

Interfund transfers are primarily made as a method of allocating the costs of program operations to their respective funds. The program operations costs are shown in the General Fund.

Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2024, was as follows:

	September 30,				September 30,
	2023	Additions	Deletions	Transfers	2024
Governmental Activities					
Capital assets, not depreciated					
Land	\$ 3,438,944	\$ -	\$ -	\$ -	\$ 3,438,944
Construction in progress	889,792	440,354		(844,505)	485,641
	4,328,736	440,354		(844,505)	3,924,585
Capital assets, depreciated					
Buildings	29,808,719	173,011	-	844,505	30,826,235
Improvements other than buildings	5,855,766	261,560	(137,113)	-	5,980,213
Equipment	612,864		(8,975)		603,889
Total	36,277,349	434,571	(146,088)	844,505	37,410,337
Less accumulated depreciation					
Buildings	(13,975,838)	(747,628)	-	-	(14,723,466)
Improvements other than buildings	(3,557,270)	(226,907)	129,419	-	(3,654,758)
Equipment	(543,767)	(30,343)	8,975		(565,135)
Total	(18,076,875)	(1,004,878)	138,394	-	(18,943,359)
Total depreciated capital assets, net	18,200,474	(570,307)	(7,694)	844,505	18,466,978
Governmental activities capital assets, net	\$22,529,210	\$ (129,953)	\$ (7,694)	\$ -	\$22,391,563

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

Governmental Activities

Parking \$ 974,535 Community Development \$ 30,343

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NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

As of September 2024, a total of \$1,273,910 is recorded as right-to-use lease assets, net of accumulated amortization.

	Sej	otember 30, 2023	Additions		Deletions	September 30, 2024
Right-to-use Leased Assets Being Amortized						
Right-to-use leased building	\$	2,343,002	\$	-	\$ -	\$ 2,343,002
Right-to-use leased land		817,147		-	(817,147)	-
		3,160,149		-	(817,147)	2,343,002
Less Accumulated Amortization for		_				
Right-to-use leased building		712,728		356,364	-	1,069,092
Right-to-use leased land		408,576		204,288	(612,864)	
Total accumulated amortization		1,121,304		560,652	(612,864)	1,069,092
Net right-to-use leased assets	\$	2,038,845	\$	(560,652)	\$ (204,283)	\$ 1,273,910
Amortization Expense Community Development			\$	560,652		

Note 5 - Long-Term Liabilities

At September 30, 2024, long-term liabilities consists of the following:

	Beginning Balance Additions Reductions		eductions	Ending Ending Balance		Due Within One Year		
Governmental activities Leases	\$	2,220,086	\$ 	\$	(809,794)	\$ 1,410,292	\$	277,754
	\$	2,220,086	\$ 	\$	(809,794)	\$ 1,410,292	\$	277,754

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

As of September 30, 2024, a total of \$1,410,292 is recorded as long-term liabilities.

The annual requirements to pay the leased related liabilities as of September 30, 2024, are shown below.

	<u>F</u>	 nterest	Total		
2025 2026 2027	\$	277,754 168,135 176,010	\$ 17,203 14,674 12,284	\$	294,957 182,809 188,294
2028 2029 2030-2031		184,154 192,586 411,653	9,789 7,175 6,028		193,943 199,761 417,681
Total lease payments	<u>\$</u>	1,410,292	\$ 67,153	\$	1,477,445

Note 6 - Pension Plan

Plan Description

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

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

Pension Benefits

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

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

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

Member and Employer Contributions

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

The contribution rates for employees are set by statute at 60% of the employer rate for general employees. As of June 30, 2024 (July 1, 2024), it was 6.71% (7.18%) for general employees. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.18% (11.96%) for general employees.

The Agency's contributions were \$208,617 for the year ended September 30, 2024.

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

At September 30, 2024, the Agency reported a liability for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of July 1, 2024, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The Agency's proportion of the net pension liability (asset) was based on the Agency's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At July 1, 2024, the Agency's proportion was 0.037143% compared with 0.0419441 % at July 1, 2023.

For the year ended September 30, 2024, the Agency recognized pension expense of \$375,739. At September 30, 2024, the Agency reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources			Deferred Inflows of Resources		
Differences between expected and actual experience Changes in assumptions or other inputs Net difference between projected and actual earnings on	\$	221,203 55,040	\$	- -		
pension plan investments Changes in the employer's proportion and differences between the employer's contributions and the employer's		-		25,220		
proportionate contributions Agency's contributions subsequent to the measurement date		24,507 59,718		115,570 -		
Total	\$	360,468	\$	140,790		

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

An amount reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date totaling \$59,718 will be recognized as a reduction of the net pension liability (asset) in the year ending September 30, 2025.

The average of the expected remaining service lives of all employees that are provided with pensions through the Base Plan (active and inactive employees) determined at July 1, 2023 the beginning of the measurement period ended June 30, 2024 is 4.4 years.

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

Years Ended September 30,

2025	\$ 40,920
2026	231,233
2027	(69,193)
2028	(43,000)

Actuarial Assumptions

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

The total pension liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

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

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

An experience study was performed for the period July 1, 2015 through June 30, 2020, which reviewed all economic and demographic assumptions including mortality. The Total Pension Liability as of June 30, 2024, is based on the results of an actuarial valuation date July 1, 2024.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

Contributing Members, Service Retirement Members, and Beneficiaries

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

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

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

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

Capital Market Assumptions from Callen 2023

•		Long-Term		
	Target	Expected Real		
Asset Class	Allocation	Rate of Return		
	2 222/	0.000/		
Cash	0.00%	0.00%		
Large Cap	18.00%	4.50%		
Small/Mid Cap	11.00%	4.70%		
International Equity	15.00%	4.50%		
Emerging Markets Equity	10.00%	4.90%		
Domestic Fixed	20.00%	-0.25%		
TIPS	10.00%	-0.30%		
Real Estate	8.00%	3.75%		
Private Equity	8.00%	6.00%		

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

Discount Rate

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

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

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

	1% Decrease	Current Discount	1% Increase	
	(5.35%)	Rate (6.35%)	(7.35%)	
Employer's proportionate share of the net				
pension liability (asset)	\$ 2,640,271	\$ 1,389,388	\$ 367,736	

Pension Plan Fiduciary Net Position

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

Payables to the Pension Plan

At September 30, 2024, the Agency reported payables to the defined benefit pension plan of \$24,043 for legally required employer contributions, and \$0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

Defined Contribution – PERSI Choice 401(k)

Employees of the Agency participating in the PERSI Base Plan may enroll in the PERSI Choice 401(k) defined contribution retirement savings plan available to active members. Participation is voluntary. The PERSI Choice 401(k) is intended to be a governmental plan within the meaning of Code Section 414 (d) and within the meaning of section 3(32) of the Employee Retirement Income Security Act (ERISA) and as such, is exempt from provisions of Title I ERISA. The Agency will match participants' contributions in the PERSI Choice 401(k) up to 5% of base annual salary. A participant shall be 100% vested in their individual account at all times. The authority of the benefit and contribution terms are established and amended by the PERSI Board. The Agency recognized \$87,479 contributions to the PERSI Choice 401(k) as benefits expense during the year ended September 30, 2024. The Agency recognized \$0 for the employer's liability outstanding for contributions for the year ended September 30, 2024.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

Note 7 - Leases

Lessee Activities

The Agency leases two office facilities and certain leases of land held for redevelopment. The leases are for various terms, under long-term, non-cancelable lease agreements and expire at various dates through 2031.

With River Myrtle-Old Boise District sunsetting at the end of fiscal year 2025, redeveloping land in the district appears not feasible anymore due to time limitation. Therefore, in September 2024, the Agency has notified Ada County that no more lease payment will be made in fiscal year 2025 for Parcels 4 and 5 and Units 102 and 401 under the respective ground leases between Ada County and the Agency. The Agency and Ada County are currently working on the formal termination agreement. The Agency made the final lease payment July 2024, one year earlier than the lease was expected to terminate. The amounts shown below for the remaining lease obligations have been adjusted for this change in estimate.

The lease liability was valued using discount rates between 0.63% and 1.39%. These rates are approximate borrowing costs for the Agency as of October 1, 2021, which was the implementation date of the GASB Statement No. 87, *Leases Standard*. The total amount of right-to-use leased assets and the related accumulated amortization on right-to-use leased assets was \$2,343,002 and \$1,069,092 as of September 30, 2024, respectively.

Lessor Activities

The Agency has accrued a lease receivable for two building leases. The receivable is measured at the present value of lease payments expected to be received during the lease terms. The remaining receivable for these leases was \$594,919 for the year ended September 30, 2024.

A deferred inflow of resources is recorded for applicable leases at the initiation of leases in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease. Deferred inflows related to these leases were \$564,230 as of September 30, 2024. Interest revenue recognized on these leases was \$9,050 for the year ended September 30, 2024. Principal receipts of \$57,229 were recognized during the fiscal year. The interest rate on the leases ranged from 0.20% – 1.59%. Final receipt is expected in fiscal year 2036.

Note 8 - Commitments and Contingencies

River Myrtle-Old Boise District

The Agency entered a Memorandum of Understanding (MOU) and related agreements with the City of Boise for the non-profit Trailhead Entrepreneurial Resource Center. The Agency and the City have been working together to encourage private investment within the City by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise. Trailhead was established in February 2015 by the Agency and the City to accomplish this goal. The Agency agreed to take responsibility for the rent and maintenance of the office space occupied by Trailhead at 500 South 8th Street. During the fiscal year 2024, a total of \$196,572 has been paid for rent. As of September 30, 2024, a total of \$1,727,381 has been paid to the landlord and other vendors since the MOU was executed.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

The Agency entered into a Type 3 Transformative Assistance Agreement and a parking permit purchase agreement with Front Street Investors, LLC, the developer of 6th and Front project, a mixed-use development consisting of a 7- story hotel with 138 rooms and a parking garage with 540 parking spaces in the River Myrtle-Old Boise District. The project is estimated by the developer to have a total value of \$43 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$4,155,939 for public improvements (\$1,635,939) over the course of four years after the project is complete and purchase of 200 monthly parking permits for seven years to for public parking (\$2,520,000). The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The garage portion of the project was completed in 2020 and the hotel was completed in 2021. As of June 30, 2022, the developer requested early termination of the monthly parking permit purchase agreement. During fiscal year 2024, \$279,137 was paid for the Type 3 public improvement reimbursement. As of September 30, 2024, total payments of \$2,029,959 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2019 with The Cartee Project, LLC, the developer of The Cartee, a 163-unit, 8-floor residential apartment project in the River Myrtle-Old Boise District and the city's Central Addition area. The project is now known as The Hearth on Broad. The project was estimated by the developer to have a total value of \$48 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$1,394,035 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in July 2019 and was completed in 2022. Payments are expected to be made over three years from fiscal year 2023 to 2025. During fiscal year 2024, \$499,488 was paid for the Type 2 agreement. As of September 2024, total payments of \$786,782 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2019 with Boise Caddis, LLC, the developer of Boise Caddis, a 173-unit residential apartment project with 394 structured parking spaces and 4,000 square feet of ground floor retail space in the River Myrtle-Old Boise District and in Boise's Central Addition district. The project is now known as Jules on 3rd Apartments. The project was estimated by the developer to have a total value of \$31 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$1,122,334 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in fall 2019 and was completed in summer 2021. Payments are expected to be made over four years from fiscal year 2022 to 2025. During fiscal year 2024, a total of \$416,621 was paid to the developer. As of September 2024, total payments of \$963,642 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with CDG Acquisitions, LLC, the developer of a mixed-use building on 204 and 270 East Myrtle Street consisting of approximately 249 rental apartments, indoor and outdoor community amenities, 7,800 square feet of ground floor retail and a 353-space structured parking garage. The project is now known as LOCAL Boise apartments. The project is in the River Myrtle-Old Boise District. The project was estimated by the developer to have a total value of \$52 million upon completion. The Agency's financial participation is not to exceed \$988,276 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in November 2020 and was completed during 2023. Payments are expected to be made over three years from fiscal year 2023 to 2025. During fiscal year 2024, final payment of \$497,545 was paid for the Type 2 agreement. As of September 2024, total payments of \$708,464 have been made.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

The Agency entered into an OPA and related agreements in fiscal year 2020 with 600 Vanguard, LLC, the developer of a mixed-use building on 600 West Myrtle Street consisting of approximately 75 rental apartments, indoor and outdoor community amenities and 2,600 square feet of ground floor retail. The project is in the River Myrtle-Old Boise District. The project was estimated by the developer to have a total value of \$16 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$497,674 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in late 2021. Payments are expected to be made over three years from fiscal year 2023 to 2025. During fiscal year 2024, \$165,617 was paid for the Type 2 agreement. As of September 2024, total payments of \$285,541 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with 6th and Grove Limited Partnership, the developer of a mixed-use building at 116 South 6th Street, a 7-story building housing 60 incomerestricted and market-rate apartments, 5,000 square feet of ground floor commercial space and 9,000 square feet of office space. The project is in the River Myrtle-Old Boise District. The project is now known as Thomas Logan Apartments. The project was estimated by the developer to have a total value of \$15 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$597,848 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in 2022. Payments are expected to be made over four years from fiscal year 2022 to 2025. During fiscal year 2024, final payment of \$8,831 was paid to the developer. As of September 2024, total payments of \$454,225 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with 5th and Grove Investors, LLC, the developer of a mixed-use building on 512 West Grove Street – 6 story building that will house 114 market-rate apartments, 8,000 square feet of ground floor retail space and amenity space including a rooftop patio. The project is in the River Myrtle-Old Boise District. The project is now known as The Lucy Apartments. The project was estimated by the developer to have a total value of \$25.5 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$661,809 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in late 2021. Payments are expected to be made over four years from fiscal year 2022 to 2025. During fiscal year 2024, a total of \$260,959 was paid to the developer. As of September 2024, total payments of \$638,209 have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with 11th & Lee BE LLC, the owner of the property at 1103 West Lee Street. The owner constructed a 45,000 square foot mixed use building with 48 apartment units and 600 square feet of commercial space and associated site improvements. The developer also constructed a portion of the 11th Street improvements—improving streetscapes on Lee Street and upgrades to the alley adjacent to the project. The project is in the River Myrtle-Old Boise District. The Agency's financial participation is an anticipated amount not to exceed \$358,702 for public improvements after the project is complete. The OPA sets out conditions the owner must meet to become eligible for Agency financial participation. The project was completed in 2023. During fiscal year 2024, the first and final payment of \$258,173 was made.

The Agency entered into a Type 1 Participation Agreement in fiscal year 2022 with the Foundation for Idaho History, the owner of the property at 210 West Main Street. The Participant is the nonprofit fundraising arm of the Idaho State Historical Society and is undertaking a public improvements project on the State's historic Assay Office property, including constructing a pathway, installing landscaping and other site improvements, and

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

planting trees within the streetscapes at the project site. The project is in the River Myrtle-Old Boise District. The Agency's financial participation is not to exceed \$200,000 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. During fiscal year 2024, the project was completed and the first and final payment of \$169,825 was made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. The Old Boise Blocks Project is being undertaken in the River Myrtle-Old Boise District by the Agency. As part of the project, CCDC and the City have agreed to collaborate on construction and installation of public art celebrating the Boise canal and the agricultural history on West Grove Street between 3rd Street and 6th Street. The addition of public art will continue to enhance and revitalize the district. The Agency's financial participation is an anticipated amount not to exceed \$165,000 for public art after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023 for public art at 521 West Grove Street. In January 2022, the Agency purchased this .021-acre parcel located in the River Myrtle-Old Boise District with the purpose to redevelop it into a public space. CCDC and the City have agreed to collaborate on the public art for this space that will serve to celebrate the multicultural history of the Old Boise neighborhood, including the architecture, history, and aesthetic improvements, and will serve as an iconic feature of the property as well as contribute to the identity of the District. The Agency's financial participation is an anticipated amount not to exceed \$550,850 for public art after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. In 2018, CCDC conveyed title to the property located 617 Ash Street to the City of Boise in a partnership to permanently preserve the property as a cultural site. This property, known as the Erma Hayman House, is located in the River Myrtle-Old Boise Urban Renewal District. This fiscal year, the City, through its Department of Arts & History, requested for the property certain funding assistance to add interpretive signage, an auxiliary lighting system to illuminate public art at night and during events, and a projector adjacent to the wall facing River Street to host temporary and rotating digital projection art. The Agency's financial participation is an anticipated amount not to exceed \$100,000 for the requested public improvements after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project was completed in 2024. As of September 30, 2024, the first and final payment of \$83,070 have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with Broadstone Saratoga, LP the owner of the property at 1201 West Grove Street. The owner is constructing a seven-story, 334-unit mixed-use development with ground floor commercial space and associated public improvements on the project site. The project is in the River Myrtle-Old Boise District. The Agency's financial participation is an anticipated amount not to exceed \$1,873,289 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025 and payment for this agreement will be made as a one-time reimbursement. As of September 30, 2024, no payments have been made.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. The Linen Blocks on Grove Street Streetscapes Improvement Project is being undertaken in the River Myrtle-Old Boise District by the Agency. Through this project, CCDC intends to make improvements to the public right-of-way including providing for the addition of public art. As part of the project, CCDC and the City have agreed to collaborate on the installation of public art and cultural assets, which are identified as seven public art and cultural assets, both existing and new, that contribute to place making and neighborhood vision. The Agency's financial participation is an anticipated amount not to exceed \$113,000 for public art after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. The City is constructing a new two-story, 16,000 square-foot fire station on the western half of the publicly-owned parcel located at 212 South 16th Street in the River Myrtle-Old Boise District. The City will make public utility and streetscape improvements in the existing alley and along the adjoining public rights-of-way on 15th, 16th, and Front Streets. The City, through its Public Works Department, is requesting reimbursement for the public improvements associated with the project. The Agency's financial participation is an anticipated amount not to exceed \$1,155,000 for public improvements after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2024. The City identified fifteen traffic box public art installations in the River Myrtle-Old Boise District and seventeen in the Westside District in need of replacement. The Agency's financial participation for the thirty-two traffic box art wraps shall not exceed \$80,000. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in River Myrtle-Old Boise District in 2025 and completed in Westside District in 2026. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2024. The City is requesting funding assistance from the Agency for one-time restoration of two identified public artwork installations in the River Myrtle-Old Boise District and three identified public artwork installations in the Westside District. The Agency's financial participation for this project shall not exceed \$41,900. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in both districts during fiscal year 2025. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2024. The City's Arts and History Department worked with the Agency to identify opportunities on Grove Street to provide sixteen interpretive signs to serve as a self-guided walking tour and provide viewers with a fuller understanding of Boise's rich history and the factors that helped shape the built environment. The project is being undertaken in the River Myrtle-Old Boise Urban Renewal District. The Agency's financial participation is an anticipated amount not to exceed \$90,000. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2024, no payments have been made.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2024. The City owns or controls certain real property known as C.W. Moore Park at 150 South 5th Street located in the River Myrtle-Old Boise Urban Renewal District. The City plans to improve the project site by resurfacing the hardscape, replacing furnishings, installing a children's play feature, and other site improvements. The City will construct the public improvements and the Agency will reimburse the City for the cost of the work performed. The Agency's financial participation is an anticipated amount not to exceed \$350,000. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2024. The City is making certain security and utility improvements and infrastructure upgrades including realigning the existing 8th Steet pathway connection to the Boise Greenbelt located in the River Myrtle-Old Boise Urban Renewal District. The City will construct the public improvements and the Agency will reimburse the City for the cost of the work performed. The Agency's financial participation is an anticipated amount not to exceed \$2,500,000 for public improvements installed under the agreement. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2024, no payments have been made.

Westside District

The Agency entered into an OPA and related agreements in fiscal year 2019 with 11th & Idaho Partners, LLC, the developer of 11th & Idaho Office Building – 9-stories with approximately 10,000 square feet of lobby, retail and office space on the ground floor, approximately 170,000 square feet of floor 2 to 9 being Class A office space in the Westside District. The project was estimated by the developer to have a total value of \$40 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$740,690 for public improvements over the course of three years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project started construction in August 2019 and was completed in 2021. Payments are expected to be made over three years from fiscal year 2022 to 2024. During fiscal year 2024, the final payment of \$299,374 was paid to the developer. As of September 2024, total payments of \$704,086 have been made.

The Agency entered into a Type 1 Streetscape Grant Participation Agreement in fiscal year 2022 with The Imperial Seven Hundred LLC, the owner of the property at 1070 West Grove Street. The owner is renovating the former Safari Inn and completing improvements to the alleyway at the project site. The project is in the Westside District. The Agency's financial participation is an anticipated amount not to exceed \$83,255 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. During fiscal year 2024, the project was completed and the first and final payment of \$62,670 was made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with Hendricks Commercial Properties LLC, the owner of the property at 1110 West Grove Street. The owner is constructing an eight-story, 122-room boutique hotel with amenity space and associated public improvements on the project site. The project is in the Westside District. The Agency's financial participation is an anticipated amount not to exceed \$250,000 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. During fiscal year 2024, the project was completed and the first and final payment of \$107,433 was made.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

The Agency entered into a Type 1 Streetscape Grant Participation Agreement in fiscal year 2023 with Smith Block, LLC, the owner of the property at 1015 West Main Street. The owner is renovating the exterior of the building at the project site. The project is in the Westside District. The Agency's financial participation is an anticipated amount not to exceed \$200,000 for extensive façade renovation work sensitive to the historic nature of the building. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed during fiscal year 2025. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 2 General Assistance Participation Agreement in fiscal year 2023 with 1522 W State St, LLC, the owner of property at 1522 West State Street. The developer plans to construct a mixed-use development comprised of a seven-story building with 104 residential units and approximately 1,600 square feet of ground floor commercial space. The project is located in the Westside District and is estimated by the developer to have a total value of \$23 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$657,655 for public improvements which will be made as one-time reimbursement after the project is complete. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed in late 2025. As of September 2024, no payments have been made.

The Agency entered into a Type 2 General Assistance Participation Agreement in fiscal year 2023 with 12th and Idaho Owner, LLC, the owner of property at 120 North 12th Street, which is located in the Westside District. The developer plans to construct on the project site a mixed-use development comprised of a 26-story building with 298 residential units, approximately 8,700 square feet of ground floor commercial space, and an open-air parking garage with 323 parking spaces. The project is estimated by the developer to have a total value of \$112 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$1,342,345 for public improvements which will be made as one-time reimbursement after the project is complete. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 2024, no payments have been made.

30th Street District

The Agency entered into a Type 4 Capital Improvements Reimbursement Agreement with Northwest Integrity Housing Co., an Idaho nonprofit corporation (NIHC) and a Type 2 General Assistance Participation Agreement with Adare Manor, LLC, an Idaho Limited Liability Company. NIHC is Managing Member for the Adare Manor Apartments, a mixed-use project including retail space along Fairview Avenue and 25th Street and 134 units affordable housing in the 30th Street District. The project was estimated by the developer to have a total value of \$20.5 million upon completion. The Agency's financial participation was an anticipated amount not to exceed \$563,598 for public improvements (\$285,196) over the course of four years after the project is complete and for undergrounding utilities improvement (\$278,402). The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in 2019. During fiscal year 2024, the fourth and final payment of \$16,671 was made to the developer for the Type 2 General Assistance Participation Agreement. As of September 30, 2024, total payments of \$563,598 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with Prentiss Properties 21, LLC, the owner of the property on 901 North 27th Street. The owner renovated public improvements on the streetscape. The project is the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed \$200,000 for public improvements after the project is complete. The OPA sets out conditions the owner must

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

meet to become eligible for Agency financial participation. During fiscal year 2024, the project was completed and the first and final payment of \$200,000 was made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with St. Luke's Health System LTD, the owner of the property at 2525 West Fairview Avenue. The agency agrees to reimburse the participant for the construction of transit infrastructure improvements. The project is in the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed \$200,000 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. During summer of 2023, the project was completed. As of September 30, 2024, the first and final payment of \$176,155 was made.

The Agency entered into a Type 1 Streetscape Grant Participation Agreement in fiscal year 2022 with ESP Property Investments LLC, the owner of property at 3205 West Moore Street. The owner constructed a residential development of nine approximately 2,100 square foot, for-sale townhomes with a common lot at the project site. The owner is renovating public improvements on the streetscape. The project is located in the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed \$166,583 for public improvements after the project is complete. The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 2 General Assistance Participation Agreement in fiscal year 2023 with Local Acquisitions, LLC, the owner of property at 2618 West Fairview Avenue, which is located in the 30th Street District. The participant plans to construct on the project site a mixed-use development comprised of a seven-story building with a total of 271 residential units and approximately 8,500 square feet of commercial space. The project is estimated by the developer to have a total value of \$82 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$1,608,687 for public improvements after the project is complete. Payments are expected to be made over four years from fiscal year 2027 to 2030. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed in 2025. As of September 2024, no payments have been made.

The Agency entered into a Type 4 Capital Improvement Reimbursement Agreement with the City of Boise during fiscal year 2023. The City is upgrading its wastewater renewal system on Main Street between 25th and 28th Streets and on a section of property subject to a public easement, generally located on the southeast corner of 28th Street and Main Street. The project area is located in the 30th Street Urban Renewal District. The project objectives are to construct a new wastewater lift station and pressurized discharge pipe, all to be completed by City Utility crews or their designated contractors. The City has requested CCDC's participation in the project. The Agency's financial participation is an anticipated amount not to exceed \$1,593,750 for public improvements after the project is complete. The agreement sets out conditions the City must meet to become eligible for Agency financial participation. The project is expected to be completed during fiscal year 2025. As of September 30, 2024, no payments have been made.

The Agency entered into a Type 1 Streetscape Grant Participation Agreement during fiscal year 2023 with West End Holdings, LLC, the owner of property at 101 South 27th Street. The owner renovated an existing office building located on the project site. The project is located in the 30th Street District. The Agency's financial participation is an anticipated amount not to exceed \$200,000 for public improvements after the project is complete.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

The agreement sets out conditions the owner must meet to become eligible for Agency financial participation. The project was completed in 2023. During fiscal year 2024, the first and final payment of \$200,000 was made.

The Agency entered into a Type 3 Transformative Assistance Agreement in fiscal year 2024 with Boise New Path Associates LP, the owner of property at 114 South 23rd Street. The developer plans to improve the streetscapes, upgrade public utility infrastructure, and rebuild the public alley with permeable pavers for stormwater management. The project is located in the 30th Street Urban Renewal District. The Agency's financial participation is an anticipated amount not to exceed \$257,234 for public improvements. The agreement sets forth conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed during 2025. As of September 30, 2024, no payments have been made.

Shoreline District

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

Gateway East District

The Agency entered into an OPA and related agreements in fiscal year 2020 with 9025 Federal, LLC, the developer of a mixed-use office/industrial building on 9025 South Federal Way consisting of three office suites, two warehouse bays and 30 surface parking stalls. The project is in the Gateway East District. The project was estimated by the developer to have a total value of \$2.1 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$92,113 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in 2021. Payments are expected to be made over six years from fiscal year 2022 to 2027. During fiscal year 2024, a total of \$18,197 was paid to the developer. As of September 2024, total payments of \$47,579 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2020 with Boise Gateway 1, LC. The developer constructed a 168,000 square foot industrial building at 9605 South Eisenman Road with related infrastructure and site improvement. The project is in the Gateway East District. The project was estimated by the developer to have a total value of \$12.8 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$426,144 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed during summer 2020. Payments are expected to be made over six years from fiscal year 2022 to 2027. During fiscal year 2024, a total of \$125,759 was paid to the developer. As of September 2024, total payments of \$406,039 have been made.

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The Agency entered into an OPA and related agreements in fiscal year 2021 with Lynch Land Development. The developer of a new travel center off the I-84 Eisenman Road Exit in Boise with fuel and amenities for professional drivers as well as commuter and recreational traffic with fuel canopies and an 11,000 square foot convenience store. The project is located is 10026 South Eisenman Road and is in the Gateway East District. The project was estimated by the developer to have a total value of \$12.9 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$1,005,645 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in early 2022. Payments are expected to be made over five years from fiscal year 2023 to 2028. During fiscal year 2024, a total of \$67,242 was paid to the developer. As of September 2024, total payments of \$123,982 have been made.

The Agency entered into an OPA and related agreements in fiscal year 2021 with Boise Gateway2, LC. The developer of a 278,000 square foot industrial building on 2155 East Freight Street. The project is in the Gateway East District. The project was estimated by the developer to have a total value of \$53.9 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$895,382 for public improvements over the course of six years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in early 2022. Payments are expected to be made over six years from fiscal year 2024 to 2029. During fiscal year 2024, the first payment of \$399,005 was made.

The Agency entered into a Type 2 General Assistance Participation Agreement in fiscal year 2022 with CPG International LLC, the owner of property at 1001 East Gowen Road. On the project site, the developer plans to construct a manufacturing and distribution center reusing existing industrial buildings and including necessary operation and information technology systems. As part of the project, the developer will upgrade power facilities and infrastructure and install streetlights. The project is in the Gateway East District. The project was estimated by the developer to have a total value of \$123.2 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$1,405,300 for public improvements over the course of six years after the project is complete. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project was completed in late 2023. Payments are expected to be made over six years from fiscal year 2024 to 2029. During fiscal year 2024, the first payment of \$295,149 was made.

The Agency entered into a Type 2 General Assistance Participation Agreement during fiscal year 2022 with Red River Logistics Center LLC and Red River Commerce Center LLC, owner of property at 951 East Gowen Road and 7031 South Eisenman Road. On the project sites, the developer plans to construct approximately 1.28 million square feet of speculative Class A industrial space and associated site improvements. Public improvements include expanding Production Street; extending a water main, underground power and fiber conduit; constructing a detached multi-use pathway; streetlights; and performing necessary streetscape improvements on Eisenman Road. The project is in the Gateway East District and is estimated by the developer to have a total value of \$103.2 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$4,322,084 for expenses related to the site at 951 East Gowen Road and \$273,470 for expenses related to the site at 7031 South Eisenman Road for public improvements over the course of six years after the project is complete. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed in late 2024. Payments are expected to be made over six years from fiscal years 2025 to 2030. As of September 30, 2024, no payments have been made.

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

The Agency entered into a Type 2 General Assistance Participation Agreement during fiscal year 2024 with Boise Gateway 3, LC. The developer controls property at 2425 East Winco Court and 2500 East Freight Street located in the Gateway East Urban Renewal District. On the project site, the developer is constructing a 185,300 square foot speculative warehouse building and as conditions allow, may also construct a 70,227 square foot warehouse building. As part of the project, the developer intends to widen Eisenman Road, construct sidewalks and streetscapes, underground power and fiber optic lines, and extend gas and sewer public utility lines. Upon completion, the project was estimated by the developer to have a total value of \$26,293,000. The Agency's financial participation is an anticipated amount not to exceed \$834,984 for public improvements over the course of six years after the project is complete. The agreement sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed during 2024. Payments are expected to be made over six years from fiscal year 2026 to 2030. As of September 30, 2024, no payments have been made.

State Street District

The Agency entered into a Type 3 Transformative Assistance Agreement in fiscal year 2024 with Boise State Street Associates II. The Project is located at 2426 North Arthur Street and is being developed in coordination with the City of Boise's Housing Land Trust program, which allows the participant to enter into a below market long-term lease with the City of Boise, owner of the underlying land. The participant intends to improve the streetscapes, provide public infrastructure upgrades, and perform site-specific remediation. The project is located in the State Street Urban Renewal District. The Agency's financial participation is an anticipated amount not to exceed \$860,00 for public improvements paid over the course of four years after the project is complete. The agreement sets forth conditions the developer must meet to become eligible for Agency financial participation. The project is expected to be completed during fiscal year 2026. Payments are expected to be made over four years from fiscal year 2026 to 2029. As of September 2024, no payments have been made.

Note 9 - Significant Contractual Agreements

The Agency is party to numerous agreements related to the development of the parcels in the Ada County Courthouse Corridor. In 2011, the various agreements were amended to facilitate the refunding of the 2002 B bonds with the 2011 B Revenue Refunding Note. The Business Terms Sheet/Funds Flow calculation was one of the agreements amended. Under the terms of the amended agreement, the tax increment guarantee for the Idaho Place parcels was restated as \$245,000 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024. The developer will receive credit against the guarantee amount for any actual increment received from the subject parcels. The supplemental rent obligation on the apartment parcels in the Courthouse Corridor is stated in the Business Terms Sheet as \$289,865 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024. The developer will receive credit against the supplemental rent amount for any actual increment received from the apartment parcels. During fiscal year 2024, the tax increment guarantee and supplemental rent obligations in the amounts of \$22,155 and \$95,111 were received in full.

As part of the Ada County Courthouse Corridor project and under the terms of the associated Second Amended and Restated Master Sublease, the Agency subleased two parcels (parcels 4 and 5) to Civic Partners Idaho, LLC. Similarly, under the terms of the Amended and Restated Parcel 1 Sublease, the Agency subleased two Courthouse Corridor project condominium units (units 401 and 102) to Civic Partners. Civic Partners failed to make the April 1, 2015 and July 1, 2015 quarterly lease payments as required by the agreements and failed to

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2024

timely cure the defaults. The Agency declared the leases terminated on October 2, 2015 and initiated action to take possession of the properties as permitted under the leases. On May 10, 2016, the Agency, Civic Partners, and Ada County entered into a Termination Agreement and Mutual Release (Termination Agreement). The Termination Agreement terminates the Sublease Agreements with Civic Partners and all interest that Civic Partners has in and to the subleased properties.

Note 10 - Conduit Debt

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

The issuance was a conduit financing arrangement for the District. The property financed is pledged as collateral, and the bonds are payable solely from payments received from The District under the Appropriation Lease Agreement between the Agency and the District. The Agency has not extended any commitments for the debt service payments for those bonds beyond the collateral and the payments from the District. As an issuer, the Agency receives no benefit from the issuance of these bonds and has no liability. Therefore, the Agency has not recorded any benefit or liability. The first principal payment was scheduled and made on December 15, 2017. As of September 30, 2024, the aggregate outstanding principal amount payable is \$17,250,000.

REQUIRED SUPPLEMENTARY INFORMATION

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL YEAR ENDED SEPTEMBER 30, 2024

	General Fund							
	Original Amended Budget Budget Actual		Actual	Variance Favorable (Unfavorable)				
REVENUES								
Interest	\$	35,000	\$	69,000	\$	68,754	\$	(246)
Unrealized gain on investments		-		-		455		455
Other						99,872		99,872
Total revenues		35,000		69,000		169,081		100,081
EXPENDITURES								
Operating and administrative expenses		4,642,293	4	,383,149		3,801,547		581,602
Capital outlay and related expenses		98,500		68,500		22,159		46,341
Debt service - principal		-		-		154,834		(154,834)
Debt service - interest and fees						19,154		(19,154)
Total expenditures		4,740,793	4	,451,649		3,997,694		453,955
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(4,705,793)	(4	,382,649)		3,828,613)		554,036
OTHER FINANCING SOURCES (USES) Interfund transfers		4,705,793	4	,732,649		3,969,251		(763,398)
Total other financing sources (uses)		4,705,793	4	,732,649		3,969,251		(763,398)
NET CHANGE IN FUND BALANCES		-		350,000		140,638		(209,362)
FUND BALANCES, BEGINNING OF YEAR		1,022,650	1	,022,650		1,022,650		
FUND BALANCES, END OF YEAR	\$	1,022,650	\$ 1	,372,650	\$	1,163,288	\$	(209,362)

		River Myrtle D	istrict RA Fund	
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Lease	\$ -	\$ -	\$ 140,022	\$ 140,022
Interest	220,000	490,000	456,999	(33,001)
Unrealized gain on investments	-	-	7,279	7,279
Other	6,201,599	5,294,951	4,248,889	(1,046,062)
Parking revenues	102,000	49,300	49,300	-
Revenue allocation funds	14,700,000	14,490,900	14,864,755	373,855
Total revenues	21,223,599	20,325,151	19,767,244	(557,907)
EXPENDITURES	502 724	544 220	242 242	220.006
Operating and administrative expenses	583,731	544,229	213,243	330,986
Capital outlay and related expenses	32,500,036	24,423,145	21,131,311	3,291,834
Debt service - principal	457,022	457,022	423,212	33,810
Debt service -interest			2,191	(2,191)
Total expenditures	33,540,789	25,424,396	21,769,957	3,654,439
EVERCE (DEFICIENCY) OF DEVENIES				
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(12,317,190)	(5,099,245)	(2,002,713)	3,096,532
OVER EXPENDITORES	(12,317,190)	(3,099,243)	(2,002,713)	3,090,332
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(2,143,338)	(1,932,458)	(1,589,391)	343,067
Gain (loss) on sale of properties held for resale	(2,113,330)	(1,332,130)	(1,303,331)	-
cam (1835) on sale of properties mela for result				
Total other financing sources (uses)	(2,143,338)	(1,932,458)	(1,589,391)	343,067
NET CHANGE IN FUND BALANCES	(14,460,528)	(7,031,703)	(3,592,104)	3,439,599
THE COUNTY OF THE BALL WEED	(17,700,320)	(7,031,703)	(3,332,104)	3,433,333
FUND BALANCES, BEGINNING OF YEAR	27,529,379	27,529,379	27,529,379	
FUND BALANCES, END OF YEAR	\$ 13,068,851	\$ 20,497,676	\$ 23,937,275	\$ 3,439,599

		٧	Westside Dist	rict	t RA Fund		
	 Original Budget	,	Amended Budget		Actual	F	Variance Favorable nfavorable)
REVENUES							
Interest Unrealized gain on investments	\$ 77,000 -	\$	120,000	\$	113,621 2,730	\$	(6,379) 2,730
Other	189,051		655,371		587,321		(68,050)
Parking revenues	1,000		55,000		54,014		(986)
Revenue allocation funds	5,400,000		5,346,400		5,504,571		158,171
	 -,,						
Total revenues	 5,667,051		6,176,771		6,262,257		85,486
EXPENDITURES							
Operating and administrative expenses	472,000		539,166		275,761		263,405
Capital outlay and related expenses	8,574,970		9,070,230		3,124,418		5,945,812
Total expenditures	 9,046,970		9,609,396		3,400,179		6,209,217
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(3,379,919)		(3,432,625)		2,862,078		6,294,703
OTHER FINANCING SOURCES (USES) Interfund transfers	 (803,752)	·	759,170		932,545	·	173,375
Total other financing sources (uses)	(803,752)		759,170		1,515,223		756,053
NET CHANGE IN FUND BALANCES	(4,183,671)		(2,673,455)		4,377,301		7,050,756
FUND BALANCES, BEGINNING OF YEAR	13,910,740		13,910,740		13,910,740		
FUND BALANCES, END OF YEAR	\$ 9,727,069	\$ 1	11,237,285	\$:	18,288,041	\$	7,050,756

	30th Street District RA Fund								
	Original Budget			Amended Budget		Actual	Fa	ariance avorable favorable)	
REVENUES	· <u> </u>							_	
Interest	\$	18,000	\$	53,000	\$	55,423	\$	2,423	
Unrealized gain on investments		-		-		1,137		1,137	
Revenue allocation funds		1,500,000		1,567,100		1,514,200		(52,900)	
Total revenues		1,518,000		1,620,100		1,570,760		(49,340)	
EXPENDITURES									
Operating and administrative expenses		55,000		7,000		_		7,000	
Capital outlay and related expenses		862,583		592,826		592,826		-	
. , , ,		·				·			
Total expenditures		917,583		599,826		592,826		7,000	
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		600,417	· ———	1,020,274		977,934		(42,340)	
OTHER FINANCING SOURCES (USES)									
Interfund transfers		(178,612)		(179,764)		(156,578)		23,186	
Total other financing sources (uses)		(178,612)		(179,764)		(156,578)		23,186	
NET CHANGE IN FUND BALANCES		421,805		840,510		821,356		(19,154)	
FUND BALANCES, BEGINNING OF YEAR		2,900,125		2,900,125		2,900,125			
FUND BALANCES, END OF YEAR	\$	3,321,930	\$	3,740,635	\$	3,721,481	\$	(19,154)	

			5	Shoreline Dis	tric	t RA Fund		
	Original Budget			Amended Budget		Actual	F	/ariance avorable ifavorable)
REVENUES					-			_
Interest	\$	7,000	\$	24,000	\$	25,529	\$	1,529
Unrealized gain on investments		-		-		455		455
Revenue allocation funds		800,000		825,700		870,239		44,539
Total revenues		807,000		849,700		896,223		46,523
EXPENDITURES								
Operating and administrative expenses		140,000		7,000		-		7,000
Capital outlay and related expenses		785,373		609,211		532,246		76,965
Total expenditures		925,373		616,211		532,246		83,965
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		(118,373)		233,489		363,977		130,488
OTHER FINANCING SOURCES (USES) Interfund transfers		(133,959)		(134,823)		(131,070)		3,753
Total other financing sources (uses)		(133,959)		(134,823)		(131,070)		3,753
NET CHANGE IN FUND BALANCES		(252,332)		98,666		232,907		134,241
FUND BALANCES, BEGINNING OF YEAR		1,231,331		1,231,331		1,231,331		
FUND BALANCES, END OF YEAR	\$	978,999	\$	1,329,997	\$	1,464,238	\$	134,241

	Gateway East District RA Fund								
							V	ariance	
		Original	,	Amended			Favorable		
	Budget			Budget	Actual		(Unfavorable)		
REVENUES									
Interest	\$	33,000	\$	145,000	\$	172,783	\$	27,783	
Unrealized gain on investments		-		-		4,094		4,094	
Revenue allocation funds		7,400,000		7,698,600		7,781,613		83,013	
Total revenues		7,433,000		7,843,600		7,958,490		114,890	
EXPENDITURES									
Operating and administrative expenses		65,000		8,000		716		7,284	
Capital outlay and related expenses		4,548,794		1,363,248		1,359,997		3,251	
			_				-		
Total expenditures		4,613,794		1,371,248		1,360,713		10,535	
EXCESS (DEFICIENCY) OF REVENUES									
OVER EXPENDITURES		2,819,206		6,472,352		6,597,777		125,425	
OTHER FINANCING COURCES (LICES)									
OTHER FINANCING SOURCES (USES) Interfund transfers		(312,570)		(359,527)		(333,367)		26,160	
meerana transfers		(312,370)		(333,321)		(333,307)		20,100	
Total other financing sources (uses)		(312,570)		(359,527)		(333,367)		26,160	
NET CHANGE IN FUND BALANCES		2,506,636		6,112,825		6,264,410		151,585	
FUND BALANCES, BEGINNING OF YEAR		6,605,924		6,605,924		6,605,924			
FUND BALANCES, END OF YEAR	\$	9,112,560	\$:	12,718,749	\$	12,870,334	\$	151,585	

		S	tate Street D	istri	ct RA Fund		
	Original Budget		Amended Budget		Actual		ariance avorable favorable)
REVENUES							
Interest Unrealized gain on investments Other	\$ 1,500 - -	\$	17,000 - -	\$	23,178 682	\$	6,178 682
Parking revenues	 1,500,000		1,601,300		1,621,687		20,387
Total revenues	 1,501,500		1,618,300		1,645,547		27,247
EXPENDITURES							
Operating and administrative expenses	40,000		8,000		-		8,000
Capital outlay and related expenses	 458,280		58,280		58,280		
Total expenditures	498,280		66,280		58,280		8,000
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	 1,003,220		1,552,020		1,587,267		35,247
OTHER FINANCING SOURCES (USES) Interfund transfers	(133,959)		(134,823)		(121,741)		13,082
TOTAL OTHER FINANCING SOURCES	 (133,959)		(134,823)		(121,741)		13,082
NET CHANGE IN FUND BALANCES	869,261		1,417,197		1,465,526		48,329
FUND BALANCES, BEGINNING OF YEAR	 768,743		768,743		768,743		_
FUND BALANCES, END OF YEAR	\$ 1,638,004	\$	2,185,940	\$	2,234,269	\$	48,329

		Parkin	g Fund	
				Variance
	Original	Amended		Favorable
	Budget	Budget	Actual	(Unfavorable)
REVENUES				
Lease	\$ 280,000		\$ 245,836	\$ 95,836
Interest	108,500	315,000	325,135	10,135
Unrealized gain on investments	-	-	5,914	5,914
Other	6,600	•	248,656	242,356
Parking revenues	8,898,691	8,974,421	9,140,830	166,409
Total revenues	9,293,791	9,445,721	9,966,371	520,650
Total revenues	9,295,791	9,445,721	9,900,371	320,030
EXPENDITURES				
Operating and administrative expenses	3,090,638	2,772,591	2,843,484	(70,893)
Capital outlay and related expenses	9,904,500	1,072,696	958,341	114,355
Debt service - principal	170,000	170,000	-	170,000
			,	
Total expenditures	13,165,138	4,015,287	3,801,825	213,462
EVOCCO (DEFICIENCY) OF DEVENIES				
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	12 071 247	\ E 420 424	6 164 546	724 112
OVER EXPENDITORES	(3,871,347	5,430,434	6,164,546	734,112
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(903,004	(2,662,970)	(2,569,649)	93,321
			,	
Total other financing sources (uses)	(903,004	(2,662,970)	(2,569,649)	93,321
NET CHANCE IN FUND DALANCES	// 77/ 251	2 767 464	2 504 907	927 422
NET CHANGE IN FUND BALANCES	(4,774,351	2,767,464	3,594,897	827,433
FUND BALANCES, BEGINNING OF YEAR	16,711,347	16,711,347	16,711,347	
FUND BALANCES, END OF YEAR	\$ 11,936,996	\$ 19,478,811	\$ 20,306,244	\$ 827,433

SCHEDULE OF EMPLOYER'S SHARE OF NET PENSION LIABILITY (ASSET)

YEAR ENDED SEPTEMBER 30, 2024

Schedule of Employer's Share of Net Pension Liability (Asset)

PERSI - Base Plan Last 10 - Fiscal Years

		2024		2023		2022		2021		2020
Employer's portion of net of the pension (asset) liability		0.0371430%		0.0419441%		0.0401829%		0.0445123%		0.0422940%
Employer's proportionate share of the net pension (asset) liability	\$	1,389,388	\$	1,673,850	\$	1,582,707	\$	(35,155)	\$	982,123
Employer's covered payroll	\$	1,822,252	\$	1,767,575	\$	1,489,671	\$	1,535,074	\$	1,506,386
Employer's proportionate share of the net pension (asset) liability as percentage of its covered payroll	а	76.25%		94.70%		106.25%		-2.29%		65.20%
Plan fiduciary net position as a percentage of the total pension										
(asset) liability		85.54%		83.83%		83.09%		100.36%		82.22%
		2019		2018		2017		2016		2015
Employer's portion of net of the pension (asset) liability		2019 0.0422401%		2018 0.0405570%		2017 0.0397908%		2016 0.0403932%		2015 0.0361820%
Employer's portion of net of the pension (asset) liability Employer's proportionate share of the net pension (asset) liability	\$		\$		\$		\$		\$	
. , , ,	\$ \$	0.0422401%	\$ \$	0.0405570%	\$ \$	0.0397908%	\$ \$	0.0403932%	\$ \$	0.0361820%
Employer's proportionate share of the net pension (asset) liability	\$ \$ a	0.0422401% 482,159	\$ \$	0.0405570% 598,223	\$ \$	0.0397908% 625,443	\$ \$	0.0403932% 818,832	\$ \$	0.0361820% 476,459
Employer's proportionate share of the net pension (asset) liability Employer's covered payroll	\$ \$ a	0.0422401% 482,159	\$ \$	0.0405570% 598,223	\$ \$	0.0397908% 625,443	\$ \$	0.0403932% 818,832	\$ \$	0.0361820% 476,459
Employer's proportionate share of the net pension (asset) liability Employer's covered payroll Employer's proportionate share of the net pension (asset) liability as	\$ \$ a	0.0422401% 482,159 1,426,600	\$ \$	0.0405570% 598,223 1,309,034	\$ \$	0.0397908% 625,443 1,277,551	\$ \$	0.0403932% 818,832 1,194,427	\$ \$	0.0361820% 476,459 1,035,703

Data reported is measured as of June 30 of each year.

SCHEDULE OF EMPLOYER CONTRIBUTIONS YEAR ENDED SEPTEMBER 30, 2024

Schedule of Employer Contributions PERSI - Base Plan Last 10 - Fiscal Years

	2024	2023	2022	2021	2020
Statutorily required contribution	\$ 208,617	\$ 213,648	\$ 201,057	\$ 189,895	\$ 184,578
Contributions in relation to the statutorily required contribution	\$ (209,778)	\$ (213,948)	\$ (195,718)	\$ (189,531)	\$ (189,706)
Contribution deficiency (excess)	\$ (1,161)	\$ (300)	\$ 5,339	\$ 364	\$ (5,128)
Employer's covered payroll	\$ 1,838,829	\$ 1,789,250	\$ 1,604,032	\$ 1,561,822	\$ 1,567,710
Contributions as a percentage of covered payroll	11.41%	11.96%	12.20%	12.14%	12.10%
	 2019	 2018	 2017	 2016	 2015
Statutorily required contribution	\$ 166,029	\$ 153,809	\$ 140,234	\$ 135,975	\$ 124,326
Contributions in relation to the statutorily required contribution	\$ (167,556)	\$ (152,231)	\$ (140,418)	\$ (133,983)	\$ (123,145)
Contribution deficiency (excess)	\$ (1,527)	\$ 1,578	\$ (184)	\$ 1,992	\$ 1,181
Employer's covered payroll	\$ 1,446,855	\$ 1,346,870	\$ 1,222,892	\$ 1,202,851	\$ 1,096,499
Contributions as a percentage of covered payroll	11.58%	11.30%	11.48%	11.14%	11.23%

Data reported is measured as of September 30 of each year.

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION SEPTEMBER 30, 2024

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

The Agency follows these procedures in establishing the budget:

- 1. Prior to August, the preliminary budget is reviewed by the Agency's Executive Committee.
- 2. The preliminary budget is revised, if necessary, prior to Board consideration.
- 3. The proposed budget is approved by the Board of Commissioners at its regular August meeting.
- 4. The proposed budget is published for public review.
- 5. The Board of Commissioners holds a special meeting including a public hearing on the budget in August.
- 6. The proposed budget is adopted by the Board of Commissioners prior to September 1.
- 7. The adopted budget is filed with the City of Boise.
- 8. October 1 begins the Agency's fiscal year.
- 9. Budget amendments, if any, require formal approval of the Agency's Board of Commissioners.

Note 2 - Summary of Significant Accounting Policies

The fiscal year 2024 budget was amended once during the year to reflect a restatement of appropriations in the adopted and amended budget.

Note 3 - Actuary Assumptions

The total pension liability (asset) in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

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

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

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION SEPTEMBER 30, 2024

Contributing Members, Service Retirement Members, and Beneficiaries

General Employees and All Beneficiaries - Males Pub-2010 General Tables, increased 11% General Employees and All Beneficiaries - Females Pub-2010 General Tables, increased 21% Teachers - Males Pub-2010 Teacher Tables, increased 12% Teachers - Females Pub-2010 Teacher Tables, increased 21% Fire & Police - Males Pub-2010 Safety Tables, increased 21% Fire & Police - Females Pub-2010 Safety Tables, increased 26% 5% of Fire and Police active member deaths are

assumed to be duty related. These assumptions

were adopted July 1, 2021.

Disabled Members - Males Pub-2010 Disabled Tables, increased 38% **Disabled Members - Females** Pub-2010 Disabled Tables, increased 36%

The Total Pension Liability as of June 30, 2024, is based on the results of an actuarial valuation date of July 1, 2024. The District's proportionate share of changes in assumptions as of the measurement date totaled \$55,040.



Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated January 22, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Boise, Idaho

January 22, 2025

Esde Saelly LLP



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AGENDA BILL

Agenda Subject:

Resolution 1915 – Real Property Purchase and Sale Agreement to Purchase 8306 W State Street, Boise, Idaho from LLVII, LLC.

Date:

February 10, 2025

Staff Contact:

Corrie Brending, Project Manager - Property Development

Attachments:

- 1) Resolution 1915
- 2) Purchase and Sale Agreement
- 3) Appraisal

Action Requested:

Approve Resolution 1915 – Approving and authorizing the execution of the Purchase and Sale Agreement to acquire 8306 W State Street, owned by LLV II, LLC.

Fiscal Notes:

The purchase price of 8306 W State Street is \$1,750,000. Terms and conditions of the Purchase and Sale Agreement include typical costs and fees associated with real estate closing with a title company. The Agency has sufficient resources to purchase the parcel. A budget amendment to allocate the funds for the purchase is required. The Board will decide on the amendment in a two-step pubic hearing process on February 10, 2025 and March 10, 2025.

Background:

8306 West State Street is a 1.92-acre parcel located at the intersection of West State Street and North Roe Street, in the State Street Urban Renewal District. A single-family home and detached garage are located on the property. The current zoning of the property is R-3 Residential: Urban, with a future land use designation of Mixed Use. The site is currently entitled for a 70-unit multi-family project.

Acquisition of the property is to catalyze redevelopment of the site through the Agency's Type 5 Participation Program. The property meets certain Program acquisition criteria including: underutilized property, opportunity for increased housing supply, and catalytic potential within the district.

At its public meeting in January, the Board ratified a non-binding Letter of Intent which outlined the scope of a Purchase and Sale Agreement between the Agency and LLV II, LLC.

The Purchase and Sale Agreement includes the option for the Agency to conduct an appraisal, inspection, environmental report, and survey during the due diligence period.

With the Board's approval today, the Agency will sign the Purchase and Sale Agreement and proceed with the due diligence to purchase the parcel from LLV II, LLC.

Staff Recommendation:

Staff recommends that the Board approve and authorize the execution of the Purchase and Sale Agreement to acquire 8306 W. State Street, owned by LLV II, LLC.

Suggested Motion:

I move to approve Resolution 1915, approving and authorizing the execution of the Purchase and Sale Agreement to acquire the property located at 8306 W. State Street, owned by LLV II, LLC.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A REAL PROPERTY PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO AND LLV II, LLC; AUTHORIZING AND DIRECTING THE BOARD CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST ANY AND ALL DOCUMENTS OR AGREEMENTS NECESSARY TO ACQUIRE THE PROPERTY, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, LLV II, LLC, an Idaho limited liability company (the "Seller"), is the owner of certain real property located in the City of Boise, County of Ada, State of Idaho, addressed as 8306 W. State Street, Boise, and as further described and depicted in the Agreement (defined below), which Property is within the State Street District Project Area; and,

WHEREAS, under the terms and provisions of the State Street Plan, the Property or portions thereof have been identified by Agency staff as a potential site for redevelopment and for certain public improvements, consistent with the State Street Plan; and,

WHEREAS, the Agency's Executive Director and Seller signed a non-binding Letter of Intent to Purchase the Property that was ratified by the Agency Board at its public meeting on January 13, 2025; and,

WHEREAS, the Agency and Owner have negotiated a *Real Property Purchase and Sale Agreement for 8306 W. State Street, Boise, Idaho* (the "Agreement"), attached hereto as EXHIBIT A, which Agreement has been signed by Seller; and,

RESOLUTION No. 1915 - 1

WHEREAS, the Agreement provides for a sixty (60) day Due Diligence Period with the option for a thirty (30) day extension during which time the Agency can conduct and approve any investigations, studies or tests deemed necessary by the Agency, in the Agency's sole discretion; review and approve title; obtain an appraisal; and review information about the Property provided by Seller and as further identified in the Agreement, to confirm the Property meets the Agency's requirements for purchase; and,

WHEREAS, the Agency has sufficient funds to acquire the Property from Seller; and,

WHEREAS, the Agency Board finds it in the best interest of the Agency and the public to approve the Agreement for the purchase of the Property and to authorize the Agency Board Chair, Vice-Chair, or Executive Director and Secretary, respectively, to execute the Agreement and to proceed with due diligence and in conformance with all closing documents and to pay the purchase price 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, AS FOLLOWS:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Purchase and Sale Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Chair, Vice-Chair, or Executive Director and Secretary, respectively, are authorized and directed to execute the Purchase and Sale Agreement and all documents or agreements necessary to acquire the Property, including the documents necessary to tender the purchase price of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000), plus specified closing costs and costs for due diligence activities from the Agency FY 2025 budget, subject to satisfaction of all contingencies set forth in the Agreement, including but not limited to any necessary escrow instructions and any necessary technical changes to the Agreement or other closing documents, upon advice from Agency legal counsel that said changes are consistent with the provisions of this Resolution.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 10, 2025. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 10, 2025.

URBAN RENEWAL AGENCY OF BOISE CITY

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By: ______
ATTEST: Latonia Haney Keith, Chair

RESOLUTION No. 1915

Lauren McLean, Secretary



REAL PROPERTY PURCHASE AND SALE AGREEMENT 8306 W. STATE STREET, BOISE, IDAHO

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between LLV II, LLC ("Seller"), an Idaho Limited Liability Company, and 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 known as CAPITAL CITY DEVELOPMENT CORPORATION ("Buyer"). Seller and Buyer may be referred to herein as the "Parties" or a "Party" as the case may be. The "Effective Date" of the Agreement is the last date signed by both Seller and Buyer.

RECITALS

- A. Seller is the owner of approximately 1.920 acres of real property as legally described and approximately depicted on Exhibit A, attached hereto, including any and all rights, easements, water and mineral rights, tenements, privileges, road and access rights, and ditch rights, appurtenant to the real property (collectively "Property").
- B. The Property is comprised of one (1) parcel, Parcel Number R8123251010 in the records of the Ada County Assessor, located in the State Street Urban Renewal District as created by the Urban Renewal Plan for the State Street Urban Renewal Project ("Plan"). Buyer has identified the Property as a potential site for redevelopment and/or public improvements consistent with the Plan.
- C. Buyer desires to purchase the Property from Seller in order to redevelop and/or make such public improvements, and Seller desires to sell the Property to Buyer for those purposes.
- D. The Parties wish to agree upon the terms and conditions set forth herein whereupon Buyer will purchase legal title to the Property through a voluntary sale to Buyer by Seller.

AGREEMENT

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

1. PURCHASE AND SALE

Seller agrees to sell, transfer, and convey all rights, title, and interest in the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for an agreed purchase price and subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE

Buyer will pay to Seller ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000) (the "Purchase Price") for the Property.

3. EARNEST MONEY

Within **five (5) business days** of the execution of this Agreement, Buyer shall deposit an amount equal to FIFTY THOUSAND DOLLARS (\$50,000.00) (the "Earnest Money") with Pioneer Title Company, Attention: Greg Kester, 1211 W Myrtle St #100, Boise, ID 83702 (the "Escrow Holder"). Earnest Money deposit shall be made in the form of cash, or other immediately available funds. Such deposited amount and any interest that may accrue shall be fully applied to the Purchase Price at Closing. Buyer will pay the remainder of the Purchase Price in additional cash, or other immediately available funds, subject to applicable deposits, prorations, credits, or other adjustments required by this Agreement, at Closing.

4. TITLE REPORT AND OBJECTIONS

(a) Within three (3) business days after the Effective Date, Seller will cause Pioneer Title Company, 1211 W Myrtle St #100, Boise, ID 83702] (the "Title Company") to deliver a current Preliminary Title Report together with copies of all exceptions (the "Title Report") for an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price (the "Title Policy") for the Property to Buyer and Seller. Seller will pay for the Title Policy. Buyer will pay for any desired ALTA extended coverage owner's policy of title insurance and additional endorsements desired by Buyer except for the cost of any endorsements Seller agrees to provide to cure any title objections. Buyer shall have thirty (30) days from receipt of the Title Report to notify Seller in writing of its objections to any exception shown in the Title Report (the "Title Review Period"). If Buyer does not provide written notice of any title objections within such the Title Review Period, such failure shall be conclusively deemed to be Buyer's approval of those matters.

If Buyer has any objections to any exception in the Title Report, then Seller has twenty (20) days after receipt thereof to notify Buyer in writing that Seller (i.) will cause or (ii.) elects not to cause any or all of the title objections to be removed or insured over by the Title Company in a manner reasonably satisfactory to Buyer. Seller's failure to notify Buyer within such twenty (20) day period of its intent to remediate any title objections shall be deemed an election by the Seller to not remove or have the Title Company insure over such title objections. The failure to cure any title objection as specifically agreed to by the Parties constitutes a breach of the Agreement.

If Seller notifies or is deemed to have notified Buyer that it will not remove or have the Title Company insure over any or all of the title objections within the time periods provided herein, then Buyer will have five (5) days to: (i.) cancel this Agreement by giving written notice of cancellation to Seller prior to the expiration of the Due Diligence Period (defined below), and the Deposit plus any accrued interest will be returned to Buyer, or (ii.) provisionally accept the title subject to Seller's agreement to cause the removal of Buyer's disapproved exceptions or objections, or (iii.) propose an abatement or reduction in the Purchase Price of the Property on account of such title objections. In the event of a cancellation, all rights and obligations of the Parties under this Agreement shall terminate and be of no further force or effect.

- (b) Seller's conveyance of the Property will be free and clear of all liens, encumbrances, and other exceptions of title, except the liens of taxes and assessments not yet due and payable, and those exceptions approved or deemed approved by Buyer pursuant to this Agreement ("Permitted Exceptions").
- (c) In the event the Title Report is amended to include new exceptions that are not set forth in a prior Title Report, Buyer will have the ability to object to such new exceptions or cancel this Agreement and receive a refund of the Deposit, plus any accrued interest, subject to Seller's agreement to cause the removal of any new disapproved exceptions or objections. If Seller does not intend to remove such exceptions and objections before Closing, then Buyer may elect in writing to: (i.) cancel this Agreement by giving written notice of cancellation to Seller prior to the expiration of the Due Diligence Period (defined below), and the Deposit plus any accrued interest will be returned to Buyer, or (ii.) provisionally accept the title subject to Seller's agreement to cause the removal of Buyer's disapproved exceptions or objections, or (iii.) propose an abatement or reduction in the Purchase Price of the Property on account of such title objections.
- (d) Buyer may request a supplement to the Title Report at any time prior to Closing.

5. DUE DILIGENCE

- (a) <u>Due Diligence Period</u>. Buyer will have sixty (60) calendar days after the Effective Date ("Due Diligence Period"), at Buyer's sole cost, within which to conduct and approve any investigations, studies, or tests deemed necessary by Buyer, in Buyer's sole discretion, to determine the desirability and feasibility of acquiring the Property, including, but not limited to, Buyer's right to review and approve the title, the Seller Materials (defined below), obtain an appraisal or professional opinion of value, and any other reports or tests desired by Buyer. Buyer may terminate the Agreement for any reason during the Due Diligence Period. In Buyer's sole discretion and for any reason, Buyer shall have the option to extend the Due Diligence Period for an additional thirty (30) days ("Extension Period") by providing written notice to Seller at least seven (7) days prior to the expiration of the Due Diligence Period. All terms and conditions of the Due Diligence Period shall apply during the Extension Period.
- (b) <u>Seller Materials</u>. Seller agrees to deliver to Buyer within ten (10) business days after execution of this Agreement the items listed on <u>Exhibit B</u> and all other Property information in Seller's possession, including all agreements, surveys, reports, engineering reports or tests, soil tests, water tests, environmental tests, income reports, rental agreements, building plans, entitlement documents, previous title commitments, and other information related to and regarding the Property, not previously delivered to Buyer, at no cost to Buyer ("Seller")

Materials"). Buyer will keep all such deliveries confidential except for contacts with professionals such as lawyers, engineers, accountants, or brokers who are assisting Buyer with this transaction.

- (c) <u>Right of Entry</u>. Seller hereby grants to Buyer and Buyer's agents, employees, and contractors the right to enter upon the Property during the Due Diligence Period, at any time or times during regular business hours and upon reasonable advance notice, to conduct its review. Buyer agrees to indemnify, protect, defend, and hold Seller harmless from any and all liabilities, claims, losses, or damages, including, but not limited to, court costs and attorneys' fees, which may be incurred by Seller because of the review, unless caused by the willful or negligent act or omission of Seller, its agents, contractors, or employees. Upon completion of its review, Buyer will restore the Property substantially to its condition existing immediately prior to its review.
- (d) <u>Cancellation</u>. Unless Buyer so notifies Seller in writing, on or before the end of the Due Diligence Period (or the Extension Period, if in effect) of Buyer's election to not proceed with the purchase of the Property, this Agreement will move forward to Closing. If written notice is given by the Buyer within the Due Diligence Period (or the Extension Period, if in effect), the Agreement will be canceled and the Deposit, plus any accrued interest, will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the Parties will have any further liability or obligation under this Agreement.
- (e) <u>Deposit</u>. If Buyer elects or is deemed to have elected to proceed with the purchase of the Property, the Deposit will become non-refundable to Buyer, except in the event of default by Seller or Buyer's permitted termination of this Agreement but will be applicable toward the Purchase Price.

6. ADDITIONAL CONDITIONS AND CONTINGENCIES

- (a) <u>Appraisal</u>. At Buyer's option, cost, and expense, an appraisal or professional opinion of value may be obtained during the Due Diligence Period, or within the Extension Period.
- (b) <u>Inspection and Environmental Report</u>. This Agreement shall be contingent upon, if elected by the Buyer, the Buyer obtaining during the Due Diligence Period, or the Extension Period, if in effect, at the Buyer's sole cost and expense, a third party report (or multiple reports) of the Property's environmental and building condition evidencing that the Property, building and all equipment and systems therein and all structural components thereof comply with all applicable building, life-safety, environmental and other applicable codes and requirements and are in good condition and that there are no repairs or replacements necessary and no material environmental hazards. In the event any such hazard exists, Closing under this Agreement shall be contingent upon remediation of those conditions to the satisfaction of the Buyer and/ or their consultant(s). This includes but shall not be limited to geotechnical, lead based paint, radon, or asbestos. If Seller fails to remediate the identified conditions by Closing, then Buyer may cancel this Agreement by giving written notice of cancellation to Seller, and the Deposit plus any accrued interest will be returned to Buyer.
- (c) <u>Legal Compliance</u>. This Agreement shall be contingent upon Buyer confirming, during the Due Diligence Period, or the Extension Period, if in effect, that the Property is in full compliance with all zoning, building, life-safety and other codes and regulations applicable to the Property. If the Property is not in full compliance with all zoning, building, life-safety and/or

other codes and regulations then Closing under this Agreement shall be contingent upon resolution of such non-compliant issues to Buyer and/or their consultant's satisfaction. If Seller fails to resolve the identified issues by Closing, then Buyer may cancel this Agreement by giving written notice of cancellation to Seller, and the Deposit plus any accrued interest will be returned to Buyer.

- (d) <u>No Adverse Change</u>. This Agreement shall be contingent upon no material adverse change to the Property prior to the Closing Date (defined below). Seller will promptly notify Buyer in writing of any material change affecting the Property that becomes known to Seller prior to the Closing. If there is a material adverse change to the Property prior to Closing, Buyer may cancel this Agreement by giving written notice of cancellation to Seller, and the Deposit plus any accrued interest will be returned to Buyer.
- (e) <u>Survey</u>. This Agreement shall be contingent upon, if elected by the Buyer, the Buyer obtaining during the Due Diligence Period, or the Extension Period, if in effect, at the Buyer's cost and expense, an ALTA survey, finding and bringing to the attention of the Buyer and Seller any material encroachments by the Property or upon the Property, or discrepancies in the physical characteristics of the building or premises, including but not limited to, a material departure from the size of the building, or other matters disclosed in an ALTA survey prior to expiration of the Due Diligence Period, or the Extension Period, if in effect, and resolution of any such encroachments or discrepancies to Buyer's satisfaction. If the encroachments or discrepancies are not resolved to Buyer's satisfaction prior to Closing, Buyer may cancel this Agreement by giving written notice of cancellation to Seller, and the Deposit plus any accrued interest will be returned to Buyer.
- (f) <u>Possession and Leases</u>. Seller will deliver the Property vacant, with no tenants, at Closing. Seller will provide all information to the Title Company and will provide any necessary endorsements that may be required due to any tenants vacating the Property.

7. CLOSING AND CLOSING CONDITIONS

- (a) <u>Buyer's Obligations</u>. Buyer's obligations to close under this Agreement are subject to the following conditions to be satisfied or waived by Closing: (i.) Seller's performance under this Agreement, including the delivery to Escrow Holder of all documents and closing costs necessary for Closing; (ii.) Seller's remediation and/or resolution of issues identified in Section 6; and (iii.) Title Company is unconditionally and irrevocably committed to issue to Buyer at Closing a Title Policy consistent with Section 4. If the foregoing conditions have not been satisfied by Closing, then Buyer will have the right by giving written notice to Seller and Title Company, to cancel this Agreement, and the Deposit, plus accrued interest, will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.
- (b) <u>Seller's Obligations</u>. Seller's obligations to close under this Agreement are subject to the following condition to be satisfied or waived by Closing: Buyer's performance under this Agreement, including the delivery to Escrow Holder of all documents, the balance of the Purchase Price, and closing costs necessary for Closing. If the foregoing condition has not been satisfied by Closing, then Seller will have the right, by giving written notice to Buyer and Title Company, to cancel this Agreement, and the Deposit, plus accrued interest, will be paid

immediately by Title Company to Seller and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

- (c) <u>Closing Date and Time</u>. Closing shall take place at a time mutually agreed upon by the Parties and no later than thirty (30) days following the expiration of the Due Diligence Period (or the Extension Period, if in effect) (the "Closing" or "Closing Date").
- (d) <u>Documents and Funds at Closing</u>. At Closing, Seller shall execute and deliver to the Escrow Holder a properly executed and acknowledged warranty deed in a form agreed to by Seller and Buyer (the "Deed") conveying good and marketable title to the Property, subject only to the Permitted Exceptions Each Party will execute additional documents as reasonably required by the Title Company to obtain the Title Policy and complete Closing. After all of the conditions as set forth in this Agreement have been met, Buyer will, on or prior to Closing, deliver to Escrow Holder the balance of the Purchase Price in cash or certified funds.
- (e) <u>Closing Costs</u>. The parties shall each pay one-half of the fees and costs due Escrow Holder for its services and recording fees. All real estate taxes and assessments will be prorated through the Closing Date, recognizing the Buyer is a public entity that does not pay property taxes. Any other closing costs not specifically designated as the responsibility of either Party or in this Agreement will be paid by Seller and Buyer according to the usual and customary allocation by Escrow Holder. Seller will pay the premium for the Title Policy and any endorsements Seller may have agreed to under Section 4 to resolve a title exception. Buyer will pay the premium and costs for an extended coverage policy of title insurance and any additional endorsements as desired by Buyer.
- (f) <u>Brokerage Fees</u>. Buyer and Seller are each represented by commercial real estate brokers. Seller shall pay a Brokerage fee to Intermountain Commercial Real Estate of 6% of the Purchase Price of the Property, which shall be split 50/50 with Story Commercial, LLC upon Closing.
- (g) Permissible Exchange. Buyer hereby acknowledges that Seller may create an Internal Revenue Service Section 1031 tax-deferred exchange for the Property and in such event the Seller's rights and obligations under this Agreement may be assigned to an accommodator selected by Seller to facilitate such exchange. Buyer agrees to cooperate with Seller in a manner necessary to enable Seller to qualify for said exchange at no additional cost or liability to Buyer. Buyer and Seller also agree to consider the most appropriate structure of the contract for sale of land and the conveyance of the Property to meet the interests of the Parties.
- (h) <u>No Tenants</u>. Seller will deliver exclusive possession of the Property to Buyer at Closing.

8. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller's warranties and representations shall survive the Closing and delivery of the Deed, and, unless otherwise noted herein are true, material, and relied upon by Buyer in all respects, both as of the date of Agreement, and as of the date of Closing. Seller hereby represents and warrants the following to Buyer as of the Effective Date and again as of Closing:

(a) There are no unrecorded leases, licenses, easements, liens, rights of first refusal, or encumbrances which may affect title to the Property;

- (b) No notice of violation has been issued with regard to any applicable regulation, ordinance, requirement, covenant, condition, or restriction relating to the present use or occupancy of the Property by any person, authority, or agency having jurisdiction;
- (c) There is no impending or contemplated condemnation or taking by inverse condemnation of the Property, or any portion thereof, by any governmental authorities;
- (d) Neither Seller nor the Property are the subject of a bankruptcy, insolvency, or probate proceeding.
- (e) There are no actions, suits, or claims pending or that are threatened with respect to or in any manner affecting the Property, nor does Seller know of any circumstances which should or could reasonably form the basis for any such suits or claims which have not been disclosed in writing to Buyer by Seller;
- (f) There are no pending proceedings, the object of which would be to change the present zoning or other land-use limitations;
- (g) Seller has full power and authority to execute, deliver, and perform under this Agreement, and Seller has no knowledge that anyone will, at Closing, have any right to possession of the Property except as disclosed by this Agreement or otherwise in writing to Buyer;
- (h) The execution, delivery, and performance of this Agreement does not and will not constitute a breach or default under any other agreement, law, or court order under which Seller is a party or may be bound or involving the Property;
- (i) No contracts affecting the Property between Seller and any third parties will be in effect from and after Closing, and
- During the Seller's ownership of the Property, Seller has not used or permitted and Seller will not use or permit the Property to be used, whether directly or through contractors. agents, or tenants, and to the best of Seller's knowledge, the Property has not at any time been used, for the generating, transporting, treating, storage, manufacture, emission of, or disposal of any dangerous, toxic or hazardous pollutants, chemicals, wastes or substances as defined in any federal, state or local environmental laws, statutes, regulations, requirements and ordinances, hereinafter referred to as "Hazardous Materials," except those items used in the ordinary course of business, including alcohol and cleaning solutions. Seller warrants that there have been no investigations or reports involving Seller or the Property by any governmental authority which in any way pertains to Hazardous Materials, nor is Seller aware of any environmental problems relating to the Property nor the presence of underground storage tanks. asbestos, PCBs, petroleum and petroleum products, or urea formaldehyde. If Seller receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Seller will immediately notify Buyer in writing. All representations and warranties made in this Agreement by Seller will survive for one (1) year following the execution and delivery of this Agreement and Closing.

9. BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as of the Effective Date and again as of Closing that:

- (a) Subject to its Board of Commissioners approval by resolution, Buyer has full power and authority to execute, deliver, and perform under this Agreement;
- (b) There are no actions or proceedings pending or threatened against Buyer which may in any manner whatsoever affect the validity or enforceability of this Agreement; and
- (c) The execution, delivery, and performance of this Agreement have not and will not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound.

If Buyer receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Buyer will immediately notify Seller in writing. All representations and warranties made in this Agreement by Buyer will survive for one (1) year following the execution and delivery of this Agreement and Closing.

10. CONTINUING OPERATION OF PROPERTY

Seller agrees that, between the Effective Date and Closing or any earlier termination of this Agreement, Seller will:

- (a) maintain the Property in its current condition and perform required and routine maintenance as may be provided; and,
- (b) not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property; and.
- (c) not restrict, rezone, file, or modify any development plan or zoning plan or establish or participate in the establishment of any improvement district with respect to all or any portion of the Property; and,
- (d) not further cause or create any easement, encumbrance, or mechanic's or materialmen's liens, and/or similar liens or encumbrances to arise or to be imposed upon the Property or any portion thereof.

11. REMEDIES

If Seller breaches this Agreement, Buyer may do the following: (i.) by written notice to Seller and Escrow Holder, cancel this Agreement and the Deposit, plus accrued interest, will be paid immediately by Escrow Holder to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation hereunder; or (ii.) seek specific performance against Seller; or (iii.) seek any other remedies available in law or equity. All remedies are cumulative. If Buyer breaches this Agreement, as its sole remedy Seller will be entitled to retain the Deposit, plus accrued interest, as Seller's agreed and total liquidated damages. Seller agrees and acknowledges that it would be difficult or impossible to determine

Seller's exact damages and the liquidated damages are a reasonable estimate of such damages, and Seller hereby waives any right to seek any equitable or legal remedies against Buyer.

12. RISK OF LOSS

Risk of loss or damage to the Property shall be entirely borne by Seller until the Closing Date. Seller shall keep the Property insured against loss by fire and other casualty usually insured against in the market area of the Property until the Closing. Should the Property be damaged by fire or other cause after the execution of this Agreement but prior to Closing, this Agreement shall be voidable at the option of Buyer by written notice to Seller within ten (10) days of the date Buyer receives notice of such damage.

13. ATTORNEY FEES ON DEFAULT

If either Party defaults or otherwise fails to keep or perform any of the covenants, conditions, or agreements herein agreed to be kept by such Party and the other Party is required to employ an attorney to enforce any of the covenants, conditions, or agreements herein contained, then and in such event, the unsuccessful Party in such litigation, as determined by the court, agrees to pay the prevailing party, as determined by the court, all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the prevailing party, such fees to be determined by the court.

14. INTEGRATION

The Parties hereto acknowledge the terms, conditions, and covenants of this Agreement shall supersede any prior negotiations and agreements of the Parties, there are no other agreements not contained in this Agreement, and this Agreement shall be the final expression of the agreement of the Parties and shall control. No modifications of this Agreement shall be valid unless in writing and signed by the Party against which the enforcement of any extension, change, modification or amendment is sought, and only then to the extent set forth in such instrument.

15. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, and assigns.

16. NOTICES

(a) <u>Original Addresses</u>. Whenever any Party hereto shall give or serve any notice, demand, request, approval, or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, addressed as set forth in this Section.

Seller:

LLV II, LLC

G. Scott McCormack, Managing Member 5321 W. Hidden Springs Drive, Suite 200 Boise, Idaho 83714-9458

Buyer:

The Urban Renewal Agency of Boise City, Idaho John Brunelle, Executive Director 121 N. 9th Street, Suite 501 Boise, Idaho 83702

with a copy to: Meghan Conrad
Elam & Burke, P.A.
251 E. Front Street, Suite 300
P.O. Box 1539
Boise, Idaho 83701

- (b) <u>Change of Address</u>. Any Party hereto may from time to time, by notice in writing served upon the other Party hereto, designate a different address to which or a different person or additional persons to whom all communications are thereafter to be made.
- (c) <u>Effective Date of Notices</u>. Notice will be deemed to have been given on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice will be deemed to have been received on the date on which the notice is received if notice is given by personal delivery, and on the second (2nd) day following deposit in the U.S. Mail, if notice is mailed. If escrow has opened, a copy of any notice given to a Party will also be given to Escrow Holder by regular U.S. Mail or by any other method provided for herein.
- (d) <u>Informal Communications</u>. Informal communication may be delivered in person or by telephone, U.S. Mail, courier, or e-mail. Notices of default, legal claims, demands for indemnification, or any notices or communications required to be made in writing by this Agreement are not informal communications and must be in writing as set forth herein.

17. GOVERNING LAW; JURISDICTION; VENUE

This Agreement will be governed by and construed or enforced in accordance with the laws of the State of Idaho. Regarding any litigation which may arise concerning this Agreement, the Parties will and do hereby submit to the jurisdiction of and the Parties hereby agree that the proper venue will be in Ada County, Idaho.

18. TIME OF THE ESSENCE

Time is of the essence of this Agreement. However, if this Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday, or legal holiday, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday, or legal holiday, and the successive periods will be deemed extended accordingly.

19. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute but one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to form one (1) document. Delivery of an executed counterpart of this Agreement by electronic signature shall be deemed as effective as delivery of an original executed counterpart for all purposes.

20. SEVERABILITY

In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision shall be valid and shall remain in full force and effect.

21. SURVIVAL OF TERMS

The terms, provisions, warranties, covenants, and indemnities shall survive the Closing, and this Agreement shall not be merged therein but shall remain binding upon and for the Parties hereto until fully observed, kept, or performed.

22. NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture or other joint or equity type agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or will be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation will have any right or cause of action hereunder.

23. PUBLIC RECORDS

This Agreement and all other documents pertaining to the purchase and sale of the Property is subject to disclosure under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code, as may be amended.

24. ADDITIONAL PROVISIONS

Any additional provisions are set forth in the Addendum, Attachments, or Exhibits to this Agreement, if any, which Addendum, Attachments, or Exhibits may be attached hereto, if any, and, if attached, shall be made a part hereof and incorporated herein as if fully set forth.

25. ADDITIONAL ACTS

Each Party agrees to take such other actions and to execute and deliver such further documents as may reasonably be required to consummate this transaction and to afford each other reasonable cooperation towards that end.

26. ASSIGNMENT

Except as set forth in Section 7(g), this Agreement may not be assigned by either Party without the prior written consent of the other Party.

27. WAIVER

Waiver of performance of any provision of this Agreement shall not be a waiver of, nor prejudice, the Party's rights otherwise to require performance of the same provision or any other provision.

28. REPRESENTATION CONFIRMATION

Pursuant to Idaho Code Section 50-2085, check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. [] The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. [] The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- C. [] The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), and has an ASSIGNED AGENT acting solely on behalf of the BUYER(s).
- D. [] The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. [X] The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S)
- B. [] The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- C. [] The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- D. [] The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

EACH PARTY SIGNING THIS DOCUMENT CONFIRMS THAT HE OR SHE HAS RECEIVED, READ AND UNDERSTOOD THE AGENCY DISCLOSURE BROCHURE ADOPTED OR APPROVED BY THE IDAHO REAL ESTATE COMMISSION AND HAS CONSENTED TO THE RELATIONSHIP CONFIRMED ABOVE. EACH PARTY UNDERSTANDS THAT HE OR SHE IS

A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

29. SELLER'S DISCLOSURE OF INTEREST

Pursuant to Idaho Code Section 54-2055, the Managing Member of Seller holds an active Idaho real estate license, and is related to Seller's real estate agent. Buyer understands that Brokers, as defined in Title 50, Idaho Code may be involved in the ownership of the Property and consents hereto.

30. **RESPONSIBLE BROKER**

The Responsible Broker pursuant to Idaho Code Section 54-2408 is Intermountain Commercial Real Estate.

31. SELLER'S ACCEPTANCE

If Seller has not executed and delivered this Agreement to Buyer by 5:00 p.m. (MT) on Wednesday, February 5, 2025, this Agreement shall be deemed revoked and null and void, unless otherwise agreed to by the Parties in writing.

[End of Agreement | SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement with an Effective Date being the last date signed by Seller and Buyer.

SELLER:

LLV II, LLC, an Idaho limited liability company
By: Gary Scott McCormack, Managing Member
Feb 4, 2025 9:00 AM
Date / Time
BUYER:
THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO
By: John Brunelle
Its: Executive Director
Date / Time
A 44 A .
Attest:
By:
Its Secretary
APPROVED AS TO FORM
Mary Watson, CCDC General Counsel
ATTACHED: Exhibit A – Legal Description
Exhibit B – Due Diligence (Owner-Occupied Building)

STATE OF IDAHO)							
County of Ada) ss.							
appeared Gary Scott McCormack, known or	y, 2025, before me, a Notary Public, personally identified to me to be the Managing Member of LLV and whose name is subscribed to the foregoing VII, LLC executed the same.						
IN WITNESS WHEREOF, I have he day and year in this certificate first above wri	reunto set my hand and affixed my official seal the itten.						
STACEY APARICIO COMMISSION #20212548	Notary Public for Idaho Residing at Commission Expires 5 24 2027						
STATE OF IDAHO) ss. County of Ada)							
On this day of, 2025, before me, a Notary Public, personally appeared John Brunelle, the Executive Director of the Urban Renewal Agency for Boise City, Idaho, an independent public body corporate and politic, organized under the laws of the state of Idaho, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the Urban Renewal Agency for Boise City, Idaho, executed the same.							
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 Residing at						
	Commission Evnires						

Exhibit A

Legal Description of Property: Parcel No. R8123251010 (Ada County)

Common Address: 8306 W STATE ST BOISE, IDAHO 83714

Legal Description of "Original Parcel" Parcel R8123251010 and E305' of Lot 5 Steins Subdivision.

"New Buildable Parcel" PARCEL A - PARCEL A - A Parcel of land as shown on Record of Survey for Rod Johnson being in the East 305 feet of Lot 5 Steins Subdivision northeasterly of West State Street right-of-way located in the NW1/4 of Section 24, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho and described as follows:

Commencing at an aluminum cap marking the northwest corner of Section24 thence South 0°55'33" West, a distance of 1320.40 feet to a brass cap marking the N1/16 corner common to Section 23 and said Section 24, thence along the South line of said Steins Subdivision South 89°22'37" East, a distance of 1258.79 feet to the POINT OF BEGINNING.

Thence along the northeasterly right-of-way of West State Street North 61°40'04" West, a distance of 266.54 feet to a 5/8 inch rebar;

Thence leaving said right-of-way North 00°37'23" East, a distance of 206.22 feet to a 5/8 inch rebar;

Thence South 87°10'58" East, a distance of 302.74 feet to a 5/8 inch rebar on the westerly right-of-way of Roe Street;

Thence along the said westerly right-of-way line South 00°28'37" West, a distance of 318.57 feet to a point on the said south line of Steins Subdivision;

Thence leaving said westerly right-of-way line along said south line of Steins Subdivision North 89°22'37" West, a distance of 67.36 feet to the POINT OF BEGINNING.

Said Parcel 1 containing 83,634 square feet or 1.920 acres more or less.

EXHIBIT B Due Diligence (Owner-Occupied Building)

FINANCIAL/OPERATING STATEMENTS

- 1. Capital expenditure records for the past 5 years.
- Copies of all maintenance or service contracts and agreements and amendments thereto including contracts relating to ownership, operation, and maintenance of Property (including, without limitation, janitorial, pest control, landscaping, and snow removal, security, etc. contracts).
- 3. Current ad valorem tax bills and real property tax statements and assessments.
- 4. List of vendors, contractors, and utility companies with account numbers.
- 5. List of tangible personal property owned by Owner and used in connection with the ownership, operation, use, and maintenance of Property.
- 6. Current appraisal (if available).
- 7. List of all operating expenses for past 5 years (including, without limitation, insurance, maintenance costs, utilities, cleaning and janitorial services, landscaping, snow removal, and common area maintenance costs).
- 8. Copies of occupancy permits.
- 9. Copies of restrictive covenants applicable to the Property.
- 10. Copies of all utility bills for the past 24 months.

ARCHITECTURAL/SURVEY/REPORTS

- 11. Site plan.
- 12. Floor plans.
- 13. Governmental licenses, permits and approvals, and zoning ordinance and letter or restrictions affecting development of the Property.
- 14. Existing boundary and/or ALTA survey (if available).
- 15. Existing title policy and underlying documents.
- 16. As-built drawings.
- 17. Statement of structural alterations made to Property.
- 18. Copies of all guaranties and warranties on the building, roofs, major repairs, etc.
- 19. Environmental report (if available) including a Phase I, Phase II, asbestos or lead based paint or radon test results.
- 20. Market surveys or studies of area or comparable property (if available).

OTHER INFORMATION

21. Copies of all existing tenant leases.



Boise, ID 83706 Phone: (208) 336-1097 Joe Corlett, MAI, SRA Moe Therrien, MAI Kevin Ritter, MAI Derek Newton, MAI Jeff Vance, MAI Paul Dehlin, MAI David Pascua

February 5, 2025

Capital City Development Corporation (CCDC) c/o Corrie Brending 121 N. 9th Street, Suite 501 Boise, ID 83702

RE: Appraisal Report

Limelight Village II Apartment Land

8306 W. State Street Boise, ID 83714

Dear Ms. Brending:

In accordance with your request, we have performed an appraisal of the above-referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

The subject property is 1.920 acres of development land located in northwest Boise. The property is zoned R-3 (Residential Urban District) which allows for a wide variety of retail, office, and residential uses. The subject is entitled to be developed as Phase 2 of Limelight Village, a 70-unit apartment complex. Phase 1 of Limelight Village is located adjacent north of the subject. It was constructed in 2022 and includes 85 units. The property is under contract for purchase at a price of \$1,750,000. Note, the property is improved with an older home and related outbuildings. The improvements are noncontributory to value and would be razed upon development.

The appraisal problem is to develop an opinion of Market Value: As Is. The client in this assignment is the Capital City Development Corporation (CCDC). The intended use is to document market value to assist in the potential purchase of the property by the CCDC. The intended users of this report include the client and any duly appointed representatives of the client specifically authorized by the client to view or use this appraisal in accordance with the stated purpose or function. There are no other intended users or uses of this report.



The subject was appraised using generally accepted principles and theory. We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Interagency Appraisal and Evaluation Guidelines; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. The report is presented in Appraisal Report format and complies with the requirements set forth under Standards Rule 2-2(a) of USPAP. It presents a narrative discussion of the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions

None

Hypothetical Conditions

None

Value Conclusions

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusions

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	January 27, 2025
Value Conclusion	\$1,750,000
Value Per SF	\$20.92/SF

Respectfully submitted, Mountain States Appraisal, LLC

Jeff Vance, MAI Senior Appraiser

Idaho, Certification # CGA-2828 Certificate Expires 04/18/2025 G. Joseph Corlett, MAI, SRA Senior Appraisal Manager Idaho, Certification # CGA-7 Certificate Expires 03/11/2025



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AGENDA BILL

Agenda Subject: Proposed FY 2025 State Street District Amended Budget		Date: February 10, 2025
Staff Contact: Joey Chen, Finance & Administration Director	Attachments: 1. Proposed FY2025 Sta Amended Budget 2. Exhibit A: Proposed N	

Hearing

Action Requested:

Holli Klitsch, Controller

- 1. Tentatively Approve *Proposed* State Street District FY2025 Amended Budget and the Amended FY2025 Total Revenues and Expenses
- 2. Advertise Public Hearing at March 10, 2025 Board Meeting

Background:

At the January 13, 2025 Board Meeting, the Agency Board approved the Letter of Intent to Purchase for the Agency purchase of real property located at 8306 W State Street, which property is located in the State Street District (the "Property"). The Agency Board will be considering the Real Property Purchase and Sale Agreement for acquisition of the Property at the February 10, 2025 Board Meeting. This tentative property acquisition was not included in the current Fiscal Year 2025 (FY2025) Original Budget which was adopted by the Agency Board in August 2024. The State Street District's fund balance has adequate funds for the acquisition of the Property. Agency staff proposes to amend the FY2025 State Street District Budget from \$678,000 to \$2,501,000, which amends the FY2025 Agency Original Total Revenues and Total Expenses.

Fiscal Notes:

FY2025 State Street District Original Budget	\$ 678,000
Proposed FY2025 State Street District Amended Budget	\$ 2,501,000
Changes	\$1,823,000
FY2025 Agency Original Total Expenses	\$ 72,872,377
Proposed FY2025 Agency Amended Total Expenses	\$ 74,695,377
Changes	\$1,823,000

Staff Recommendation:

Tentatively approve the Proposed FY2025 State Street District Amended Budget, the Proposed FY2025 Agency Amended Total Revenues and Expenses, and advertise the March 10, 2025, Amended Budget public hearing.

Suggested Motion:

I move to tentatively approve the FY2025 State Street District Amended Budget to new revenue and expense totals of \$2,501,000, which amends the FY2025 Agency Original Budget to new Total Revenues and Expenses of \$74,695,377, and set the time and date of Noon, March 10, 2025 for the statutorily-required public hearing on the Budget Amendment.

Attachment 1:			
Proposed FY2025 State Street District Amended Budget	FY 2025	FY 2025	
Proposed F12025 State Street District Amended Budget	Original	Amended	Changes
REVENUES			
Revenue Allocation	1,700,000	1,700,000	-
Interest Revenue	8,500	8,500	-
Use of (Transfer to) Working Capital Fund	(793,194)	1,029,806	1,823,000
Transfer to Operations	(237,306)	(237,306)	-
TOTAL REVENUES	678,000	2,501,000	1,823,000
EXPENDITURES			
Operating Expenses			
Facilities Management			
Street Furniture	15,000	15,000	-
Repairs and Maintenance	15,000	15,000	-
Facilities Management	30,000	30,000	-
Professional Services			
Professional Services General	20,000	20,000	-
Legal Services	3,000	3,000	-
Professional Services	23,000	23,000	-
Total Operating Expenses	53,000	53,000	-
Capital Outlay			
Street Improvements	425,000	425,000	-
Streetscape Grants	200,000	200,000	-
Property Acquisition	-	1,823,000	1,823,000
Total Capital Outlay	625,000	2,448,000	1,823,000
TOTAL EXPENDITURES	678,000	2,501,000	1,823,000
		_,;;;;;;	.,020,000

Attachment 2: Exhibit A Proposed Notice of Public Hearing

EXHIBIT A

CAPITAL CITY DEVELOPMENT CORPORATION <u>PROPOSED</u> FISCAL YEAR 2025 STATE STREET REVENUE ALLOCATION FUND AMENDED BUDGET

AN AMENDED ESTIMATE OF REVENUES AND EXPENSES FOR STATE STREET REVENUE ALLOCATION FUND OF THE CAPITAL CITY DEVELOPMENT CORPORATION FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2024 TO AND INCLUSIVE OF SEPTEMBER 30, 2025 (FISCAL YEAR 2025) AND NOTICE OF PUBLIC HEARING.

As required by Idaho Code, the Board of Commissioners of the Capital City Development Corporation has estimated the amount of money necessary for all purposes during Fiscal Year 2025 and prepared a proposed amended budget that includes an estimate of revenues and expenses and that reflects current Board policy on budget-related matters. As also required by Idaho Code, the amended budget will be entered into the minutes of the Agency and published in the Idaho Statesman newspaper. Citizens are invited to attend the budget hearing that begins at noon, March 10, 2025, at Capital City Development Corporation, 121 N. 9th St, Suite 501, Boise, Idaho. Citizens may submit written or oral comments concerning the Agency's proposed amended budget. A copy of the proposed amended budget is available at https://ccdcboise.com and also at Capital City Development Corporation (by appointment only) during regular business hours, weekdays, 8:00 a.m. to 5:00 p.m. Please notify CCDC at 208-384-4264 for any accommodations necessary for persons with disabilities.

					(ORIGINAL	/	AMENDED
	FISCA	L YEAR 2023	FISC.	AL YEAR 2024	FISC	AL YEAR 2025	FISC	AL YEAR 2025
GENERAL/SPECIAL REVENUE FUNDS:	Δ	CTUAL		ACTUAL		BUDGET		BUDGET
STATE STREET REVENUE ALLOCATION FUND								
Revenue Allocation (Property Tax Increment)		872,897		1,621,687	-	1,700,000		1,700,000
Transfers		(877,535)		(1,587,267)	-	(1,030,500)		792,500
Other		5,116		23,860		8,500		8,500
Total Revenues		478		58,280		678,000		2,501,000
Total Expenses		478		58,280		678,000		2,501,000
AGENCY TOTAL REVENUES	\$	31,575,444	\$	34,931,042	\$	72,872,377	\$	74,695,377
AGENCY TOTAL EXPENSES	\$	31,575,444	\$	34,931,042	\$	72,872,377	\$	74,695,377

MOTION TO APPROVE THE PROPOSED FY2025 STATE STREET REVENUE ALLOCATION FUND AMENDED BUDGET PASSED BY THE BOARD OF COMMISSIONERS OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO, THIS 10TH DAY OF FEBRUARY, 2025. This is an accurate statement of the proposed expenditures and revenues as presented to the Board of Commissioners for Fiscal Year 2025 as amended. APPROVED BY THE CHAIR OF THE CAPITAL CITY DEVELOPMENT CORPORATION IN BOISE, IDAHO THIS 10TH DAY OF FEBRUARY, 2025. Latonia Haney Keith, Chair. Lauren McLean, Secretary



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AGENDA BILL

Agenda Subject:

Consider Resolution 1913: 1010 W. Jefferson Street Parking Facility. Task Order 24-002 for Professional Design Services with KPFF, Inc.

Date:

February 10, 2025

Staff Contact:

Alexandra Monjar, Senior Project Manager Kassi Brown, Project Manager

Attachments:

- A. Resolution 1913
- B. Task Order 24-002
- C. RFQ Ranking
- D. KPFF Statement of Qualifications
- E. Design Services RFQ

Action Requested:

Adopt Resolution 1913 approving and authorizing the execution of Task Order 24-002 with KPFF, Inc., for Professional Design Services on the 1010 W. Jefferson St. Parking Facility.

Background:

To implement the goals of the Westside Urban Renewal District, CCDC is developing a mixeduse, multi-story public parking facility with active ground-floor commercial space and a secure public bicycle storage facility at 1010. W. Jefferson Street. Key objectives of the project include:

- Expanding the ParkBOI public parking system to provide infrastructure for urban development
- Maximizing completed and planned public investments in transportation and mobility infrastructure
- Encouraging economic activity and private investment in the neighborhood
- Improving walkability and the pedestrian experience in the area
- Utilizing sustainable, low-maintenance building practices and systems

The 1010 W. Jefferson St. Parking Facility will provide convenient public parking to the neighborhood, support multi-modal trips into and out of downtown Boise and foster economic development and a sense of place. Development of this facility is intended to encourage and support redevelopment of underutilized properties consistent with the Westside Plan by removing or reducing the need for private surface or on-site parking.

Design Team Selection:

In January 2025, CCDC completed its RFQ process for a professional design team. An evaluation panel reviewed proposals and selected KPFF, Inc. as the Design Professional of Record for the project. Reference Exhibit C for ranking and analysis. The Agency engaged KPFF, Inc. under Task Order 24-001 for initial kickoff, project management and project visioning, CM/GC selection support and stakeholder outreach. Task Order 24-001 also includes reviewing CCDC Parking Design Guidelines, Rooftop Solar Feasibility Study and geotechnical services consultation.

KPFF, Inc, will subcontract with a multidisciplinary team including Pivot North Architecture, The Land Group, Inc., Cator Ruma & Associates, Co., and Atlas Technical Consultants LLC.

Task Order 24-002 for KPFF, Inc. includes ongoing project management and stakeholder coordination, development of three design concepts by Pivot North Architecture, entitlements, design review and CM/GC pricing exercises.

Fiscal Notes:

The FY2025 approved budget and forecasted FY2026 budget sufficiently fund Task Order 24-002 not to exceed amount of \$344,600.

Staff Recommendation:

Adopt Resolution 1913 approving and authorizing the execution of Task Order 24-002 with KPFF, Inc., for Professional Design Services on 1010 W. Jefferson St. Parking Facility.

Suggested Motion:

I move to adopt Resolution 1913 approving and authorizing the execution of Task Order 24-002 with KPFF, Inc., for Professional Design Services on 1010 W. Jefferson St. Parking Facility.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING TASK ORDER 24-002 WITH KPFF, INC. FOR DESIGN SERVICES FOR THE 1010 WEST JEFFERSON STREET PARKING FACILITY PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE TASK ORDER 24-002 AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORSEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the Agency is empowered by the Act to construct off-street parking facilities, to issue bonds, to finance the construction, operation, and maintenance of such facilities, and to enter into agreements necessary or convenient to the exercise of such powers; and,

WHEREAS, the Agency owns and operates the ParkBOI public parking system ("ParkBOI") which includes six (6) public parking garages with 3,154 spaces, in part as a significant investment in implementing the Downtown Urban Renewal Plans and providing for economic growth in downtown Boise; and,

WHEREAS, using the real property it owns, addressed as 1010 W. Jefferson Street, Boise, the Agency intends to develop a mixed-use, multi-story, public parking and mobility facility to further enhance economic vitality and achieve the objectives of the Westside Plan; and,

WHEREAS, in November 2024, the Agency issued a Request for Qualifications ("RFQ") for professional design services for the 1010 West Jefferson Street Parking Facility Project (the

RESOLUTION No. 1913 - 1

"Project") to all five (5) of its prequalified structural engineering design professionals, in accordance with Idaho Code § 67-2320(2); and,

WHEREAS, the Agency received five (5) proposals by the December 20, 2024, 3pm deadline; and,

WHEREAS, a six-member evaluation panel reviewed and ranked the proposals in accordance with the criteria and procedures set forth in the RFQ; and,

WHEREAS, in January 2025, the evaluation panel conducted interviews of two top ranked firms, and thereafter selected KPFF, Inc. as the best qualified and highest ranked proposer to provide the necessary design services for the Agency's planned Project; and,

WHEREAS, on February 4, 2025, the Agency and KPFF, Inc. executed Task Order 24-001 in the amount of \$89,780 for professional services related to the first phase of the Project including: prime project management, project kickoff, visioning, Construction Manager / General Contractor ("CM/GC") selection support, stakeholder identification and engagement, review of existing studies related to parking structures, and certain geotechnical services; and,

WHEREAS, KPFF, Inc. has submitted a proposal to the Agency to provide the professional services necessary to complete the second phase of the Project, including: acting on the behalf of the Agency as the Structural Engineer of Record for the Project; ongoing project management and stakeholder coordination, development of three design concepts and, engaging authorities having jurisdiction to obtain entitlements, design and project management through the City of Boise design review process, and CM/GC pricing exercises; and,

WHEREAS, the Agency Board finds it in the best public interest to approve Task Order 24-002 with KPFF, Inc. and to authorize the Agency Executive Director to execute same.

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

- Section 1: That the above statements are true and correct.
- <u>Section 2</u>: That Task Order 24-002 with KPFF, Inc., attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.
- Section 3: That the Agency Executive Director is hereby authorized to execute Task Order 24-002 with KPFF, Inc. for an amount not to exceed THREE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$344,600), and further, is hereby authorized to execute all necessary action required to implement Task Order 24-002, subject to representation by Agency legal counsel that all necessary conditions have been met.
- Section 4: That the Agency Executive Director is authorized to expend funds for the design services detailed in Task Order 24-002 plus up ten percent (10%) of that amount for contingencies if determined necessary in his best judgment.
- <u>Section 5</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLUTION No. 1913 - 2

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 10, 2025. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 10, 2025.

URBAN RENEWAL AGENCY OF BOISE CITY

	Ву:	
ATTEST:	Latonia Haney Keith, Chair	
By:		
Lauren McLean, Secretary		

RESOLUTION No. 1913 - 3



KPFF, INC. 2024-2029 ON CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER # 24-002

CONSULTANT: Use the Project Name and PO# 250032 on all project-related invoices.

TO: Judsen Williams, Principal

KPFF, Inc. ("CONSULTANT")

412 E Parkcenter Boulevard, Suite 200

Boise, Idaho 83706

208-336-6985 judsen.williams@kpff.com

FROM: John Brunelle, Executive Director

Capital City Development Corporation ("CCDC")

121 N. 9th Street, Suite 501

Boise, Idaho 83702 #208-384-4264

jbrunelle@ccdcboise.com

ORIGINAL AGREEMENT: 2024-2029 On-Call Professional Services Agreement

AGREEMENT DATE: August 26, 2024

TASK ORDER DATE:

NOT TO EXCEED: **\$344,600**

1. PROJECT NAME: 1010 W. Jefferson St. Parking Facility – Design Services: Stakeholder Coordination, Concept Development, Entitlements, Design Review and CM/GC pricing exercises.

2. PROJECT DESCRIPTION

CCDC owns the property at 1010 West Jefferson Street in downtown Boise and intends to develop a mixed-use, multi-story public parking and mobility facility on the site. CCDC has the need for professional design services to lead a multi-discipline team, design and develop construction drawings, and help administer the 1010 W. Jefferson St. Parking Facility Project. To facilitate development of sound design and construction documents, the design process will be phased. The second phase, Task Order 24-002, consists of stakeholder coordination, development of three concepts, entitlements, design review, and Construction Manager / General Contractor pricing exercises.

- 3. SERVICES TO BE PERFORMED ("Scope of Services" or "Scope")
 - CONSULTANT shall perform the Scope of Services described in CONSULTANT'S Proposal dated February 5, 2025, attached hereto as Exhibit A. ("Scope of Services" or "Scope"). CONSULTANT shall not incur charges for the Scope of Services in excess of the not-to-exceed amount for this Task Order without prior written approval from CCDC. CCDC's signature on this Task Order serves as Notice to Proceed.
- 4. SUBCONSULTANT(S); COORDINATION WITH OTHER CONSULTANT(S)
 CONSULTANT intends to hire Pivot North Architecture, The Land Group, Inc., Cator Ruma & Associates, Co., and Atlas Technical Consultants LLC as SUBCONSULTANTS to complete the Scope of Services.
 - (a) CCDC hereby approves Pivot North Architecture, The Land Group, Inc., Cator Ruma & Associates, Co., and Atlas Technical Consultants LLC as SUBCONSULTANTS to this Task Order. CONSULTANT shall require the SUBCONSULTANTS to obtain at their sole cost and expense and thereafter maintain for the term of this Task Order at least the minimum insurance coverages set forth below. Payment for services of the SUBCONSULTANTS shall be the CONSULTANT'S responsibility.
 - (b) Prior to performance of services, each SUBCONSULTANT shall provide evidence in the form of insurance certificate(s) to CONSULTANT that SUBCONSULTANT has the following insurance coverages:
 - (1) SUBCONSULTANT shall maintain in full force and effect worker's compensation and employer's liability insurance as required by applicable law or regulation.
 - (2) SUBCONSULTANT agrees to obtain and keep in force during the term of this Agreement an occurrence-based (rather than a claims-made based) commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with SUBCONSULTANTS negligence during the performance of this Agreement.
 - (3) SUBCONSULTANT agrees to obtain and keep in force during the term of this Agreement a professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.
 - (c) CONSULTANT shall keep copies of the SUBCONSULTANTS' insurance certificates on file for at least one (1) year following completion and acceptance of the services performed under this Task Order and shall provide the insurance certificate(s) to CCDC within seven (7) days if so requested by CCDC.

5. PAYMENT

- (a) Amount and Method of Payment. The total amount paid for this Task Order #24- 002 shall be an amount not to exceed THREE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED DOLLARS (\$344,600). CCDC shall pay CONSULTANT for the Scope of Services performed under this Task Order based on time and materials expended on the Scope at the agreed upon rate(s).
- (b) Reimbursable Expenses. Payment for reimbursable expenses shall be included in the not-to-exceed limit of \$344,600.
- (c) <u>Subconsultants</u>. Payment to SUBCONSULTANTS is included in the not-to-exceed amount of \$344,600 for this Task Order. CONSULTANT shall assume responsibility for the amount and schedule of payments to the SUBCONSULTANTS.
- (d) Invoices. CONSULTANT shall invoice CCDC for payment. Invoices shall be in a format acceptable to CCDC, and shall include the PO# 250032 on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice shall also specify current billing and previous payments, with a total of cost incurred and payments made to date.
- (e) <u>NOTICE REQUIRED PRIOR TO OVERAGES</u>. CONSULTANT must notify CCDC if CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Task Order.

6. SCHEDULE

CONSULTANT shall begin work upon execution of this Task Order and work diligently toward completion of the Scope of Services in July 2025 as outlined below:

Concept Development February 14 – May 12, 2025

Concept Selection by CCDC Board May 12, 2025

Design Review and Entitlements March 24, 2025 – July 9, 2025

Additional Services to complete the project will be delivered under a separate task order.

7. DELIVERABLES / COPIES OF PRODUCTS

CONSULTANT shall provide CCDC with the deliverables described in the Scope of Services. CONSULTANT shall submit revised work products if requested by CCDC.

8. CONTRACT TERMS

Terms of the 2024-2029 On-Call Professional Services Agreement between CCDC and CONSULANT shall apply to the services performed and work products created under this Task Order, which Agreement was signed by CCDC and CONSULTANT and has an effective date of August 26, 2024. The parties expressly agree that the Terms and Conditions included with CONSULTANT'S proposal as Attachment B are not adopted by the parties as a part of this Task Order and are of no effect on the services or obligations contemplated herein.

End of Task Order #24-002 / Signatures appear on next page

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Task Order as of the date last written below.

CAPITAL CITY DEVELOPMENT CORP.	CONSULTANT: KPFF, INC.
	Jule Will
John Brunelle, Executive Director	Judsen Williams, PE, SE, Principal
Date:	Date: 2-5-25

Exhibits

A: CONSULTANT's Proposal dated February 5, 2025

Budget Info / For Office Use				
Fund/District	303			
Account	6250			
Activity Code	25019			
PO#	250032			
TO Completion	July 31, 2025			



February 5, 2025

Kassi Brown, Project Manager Capital City Development Corporation 121 N 9th Street, Suite 501 Boise, Idaho 83702

Re: 10th & Jefferson Garage – Task Order-02 Revised Proposal for Project Management Services KPFF Project #10212400187 Rev1

Dear Kassi:

We are pleased to submit this proposal for design services required for the above-referenced project. This proposal is based on the CCDC RFQ, discussions with Kassi Brown, and our understanding of the project and serves as the second part of a three part task order process for the project.

PROJECT DESCRIPTION

We understand that the project consists of the design of a multi-story, 300-500 stall parking facility in Boise, Idaho at 10th & Jefferson, adjacent to the new downtown YMCA as outlined in the CCDC RFQ.

SCOPE OF WORK

This proposal outlines our scope of work for task order 02, which will consist of the following:

- 1. Prime Project Management KPFF will perform project management of the parking garage design team as the lead consultant and will hold subconsultant contracts for design work performed under their direction. KPFF will work directly with CCDC to manage scope, track schedule and budget, and include owner-generated input. This second task order is limited to the scope items noted below.
- 2. Stakeholder Coordination Work with identified stakeholders, solicit feedback when appropriate for design review and entitlements, and support CCDC's messaging.
- 3. Concept Development Develop (3) concept designs for consideration by the CCDC Board this will include architectural drawings only.
- 4. Entitlements Engage with stakeholders and local Authorities having jurisdiction to navigate the entitlement process.
- 5. Design Review Architectural drawings for design review submittal will be provided based on the selected concept design. The design team will work through the design review process and ensure we meet the requirements of the City of Boise's design review process.
- 6. CM/GC Engagement and pricing exercises we will work with the CM/GC to support pricing of the concept designs.

The following assumptions have been made in developing this proposal:

- 1. Deliverables for this scope of work will be limited to an ALTA Survey, (3) concept designs, a final concept design based on the selected concept, and design review submission.
- 2. Design Development drawings and Construction Document development, such as permit documents, are excluded from this scope of service and will be included as part of a future task order.
- 3. Professional renderings are excluded from this scope of work; in-house renderings are included in this scope work to support the concept development and Design Review tasks.
- 4. Design review and entitlement fees are included in the reimbursables noted below.
- 5. This proposal assumes the following schedule:
 - a. Concept Development February 14, 2025 May 12, 2025 with concept selection at the May CCDC Board Meeting;
 - b. Design Review and Entitlements March 24, 2025 July 9, 2025 with the Design Review conditional approval in July, 2025

<u>FEE</u>

We propose to accomplish the scope of work noted above on an hourly basis with a not to exceed amount of \$344,600, including expenses. A breakdown of our anticipated hours is included below:

		KPFF		Pivot North	Cator Ruma The Land Group		ир	Atlas				
	Principal	Associate	PM		Mechanical	Electrical	Senior	Professional	Designer	9		
1 – Project Management	22	98	50	E .			6			6		
2 – Stakeholder Coordination	1	36	8	100			è			è		
3 – Concept Development	27	104	110	400	25	25	12	28	\$40	13		
4 – Entitlements	5	22	8	100	63	3	200		40 40		40	
5 – Design Review	3	40	48	200	10	10	12	40				
6 – CM/GC Engagement	1	36		100	10	10	8	8				
7 - Quality Control	15	34	84 84	6°	(B							
Number of Hours	74	370	216	900	108	45	32	76	40	13		
Rate	\$200	\$190	\$135)) }	78		\$175	\$160	\$140	0		
	\$14,800	\$70,300	\$29,160	\$150,000	\$36,	000	\$5,600	\$12,160	\$5,600	\$2,500		
Reimbursables		\$5,000		\$5,000	\$1,5	\$1,500 \$6,980			\$0			
Total by Firm		\$119,260		\$155,000	\$37,500 \$30,340			\$2,500				
Total	\$344,600											

We will bill our services monthly based on the hourly rates set forth in Attachment A. We will not bill beyond this not to exceed amount without prior notification and approval from you. Please see Attachment B for subconsultant proposals.

REIMBURSABLE EXPENSES

Anticipated expenses for messenger and delivery services, reproduction, printing, plotting and local travel are included in our estimated maximum fee. All other services, which are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our teams' current hourly rate schedules.

AGREEMENT FOR PROFESSIONAL SERVICES

All general Terms and Conditions shall be per the CCDC On-Call Agreement.

SUMMARY

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

Sincerely,	Accepted By:
Aphley A. Thompson	Name
Ashley Thompson, PE, SE Associate	Title
Attachments A, B	Date

cc: Judsen Williams, Managing Principal

T:\2024\10212400187 - 10TH & JEFFERSON PARKING GARAGE\ADMIN\PROPOSALS TO CCDC\TASK ORDER 02\2025-02-04 CCDC 10TH & JEFFERSON GARAGE TASK ORDER-02 PRP 10212400187 REV1.DOCX

Attachment A
Hourly Rates

KPFF 2025 Hourly Rates

PRINCIPAL-IN-CHARGE	\$200.00
ASSOCIATE	\$190.00
SR PROJECT MANAGER	\$155.00
PROJECT MANAGER	\$145.00
PROJECT ENGINEER	\$135.00
DESIGN ENGINEER	\$115.00
PROJECT COORDINATOR	\$110.00
BIM COORDINATOR	\$105.00
BIM MODELER	\$90.00
ADMINISTRATIVE	\$80.00

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



2025 Standard Hourly Rate Table*

Principal	\$200.00
Project Manager Lead	\$175.00
Project Manager	\$165.00
Project Architect	\$160.00
BIM Manager	\$175.00
QA/QC	\$165.00
Design Studio Lead	\$175.00
Project Designer III	\$140.00
Project Designer II	\$130.00
Project Designer I	\$125.00
Interior Design Studio Lead	\$165.00
Interior Designer	\$125.00
Administrative	\$105.00

In House Reimbursable Costs

Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
USB Drive Duplication (less than 2GB)	\$15.00
Mileage (per mile and consistent with current IRS rates)	\$0.70
Postage	Cost



Hourly Billing Rates 2025

Description	Rate
Principal/Officer	\$235
Senior Associate	\$225
Technology Associate	\$220
Associate	\$205
Project Manager	\$195
Senior Engineer	\$185
Contract Administration	\$155
Engineer/Senior Designer	\$145
Designer	\$130
CAD/Revit Operator	\$105
Administrative	\$90
Commissioning Associate	\$220
Commissioning Project Manager	\$200
Commissioning Project Engineer	\$170
Commissioning Engineer	\$150
Commissioning Technician	\$130

Reimbursable Expenses	Rate
Drawing Reproducible	\$1.50/sheet
Drawing Copies	\$1.50/sheet
Photocopies	\$0.04 - \$0.99/sheet
Shipping Delivery Service	Cost
Mileage	Current Federal Rate/Mile
Parking	Cost
Travel Expenses	Cost

THE LAND GROUP

SCHEDULE OF RATES

V2401



Civil Engineering	
Senior Civil Engineer	\$175.00
Professional Civil Engineer	
Civil Design & Production	
Landscape Architecture & Planning	
Senior Landscape Architect	\$175.00
Professional Landscape Architect	
Landscape Architecture Design & Production	\$140.00
Senior Planner	•
Professional Planner	\$160.00
Planning Assistant	\$140.00
Survey	4475.00
Professional Land Surveyor	
Survey Manager	
2-Man Survey Crew	
1-Man Survey Crew	-
Survey Technician	
Drone Flight Crew	\$200.00
Graphic Design/Photography	
Graphic Design/Photography Graphic Designer / Photographer	\$140.00
Graphic Designer / Photographer	\$140.00
Graphic Designer / Photographer	
Administrative/Other Administrative / Clerical	\$100.00
Administrative/Other Administrative / Clerical	\$100.00 \$330.00
Administrative/Other Administrative / Clerical	\$100.00 \$330.00
Administrative/Other Administrative / Clerical	\$100.00 \$330.00
Administrative/Other Administrative / Clerical	\$100.00 \$330.00 \$140.00
Administrative/Other Administrative / Clerical	\$100.00 \$330.00 \$140.00 \$0.40 per square foot
Administrative/Other Administrative / Clerical	\$100.00 \$330.00 \$140.00 \$0.40 per square foot \$6.00 per square foot
Administrative/Other Administrative / Clerical	\$100.00 \$330.00 \$140.00 \$0.40 per square foot \$6.00 per square foot \$12.00 per square foot
Administrative/Other Administrative / Clerical	\$100.00 \$330.00 \$140.00 \$0.40 per square foot \$6.00 per square foot \$12.00 per square foot \$7.50 per square foot
Administrative/Other Administrative / Clerical	\$100.00 \$330.00 \$140.00 \$0.40 per square foot \$6.00 per square foot \$12.00 per square foot \$7.50 per square foot \$7.50 per square foot
Administrative/Other Administrative / Clerical	\$100.00\$330.00\$140.00\$0.40 per square foot\$6.00 per square foot\$7.50 per square foot\$7.50 per square foot\$12.00 per square foot\$12.00 per square foot\$12.00 per square foot\$12.00 per square foot
Administrative/Other Administrative / Clerical	\$100.00\$330.00\$140.00\$0.40 per square foot\$6.00 per square foot\$7.50 per square foot\$7.50 per ea\$1.50 per ea
Administrative/Other Administrative / Clerical Professional Expert Witness IT Services Reimbursable Expenses Large Format Bond Black and White Printing. Large Format Glossy Color Printing Mylar Printing Color Copies: 8 ½ x 11" Color Copies: 11 x 17" USB Flash Drive Vehicle Mileage.	\$100.00\$330.00\$140.00\$0.40 per square foot\$6.00 per square foot\$7.50 per square foot\$0.75 per ea\$1.50 per ea\$10 per ea\$10 per ea
Administrative/Other Administrative / Clerical	\$100.00\$330.00\$140.00\$0.40 per square foot\$6.00 per square foot\$7.50 per square foot\$0.75 per ea\$1.50 per ea\$10 per ea\$10 per ea\$10 per ea\$10 per ea\$10 per ea
Administrative/Other Administrative / Clerical Professional Expert Witness IT Services Reimbursable Expenses Large Format Bond Black and White Printing Large Format Glossy Color Printing Mylar Printing Color Copies: 8 ½ x 11" Color Copies: 11 x 17" USB Flash Drive Vehicle Mileage Courier Property Corner Monument (Steel Pin)	\$100.00\$330.00\$140.00\$0.40 per square foot\$6.00 per square foot\$7.50 per square foot\$1.50 per ea\$1.50 per ea\$10 per ea\$10 per ea\$10 per ea\$10 per ea\$10 per ea\$10 per ea
Administrative/Other Administrative / Clerical	\$100.00\$330.00\$140.00\$0.40 per square foot\$6.00 per square foot\$7.50 per square foot\$1.50 per ea\$10 per ea



SCHEDULE OF FEES

Professional Services

Service	Fee (per hour)
Principal Professional	\$250
Senior Professional	\$225
Project Professional	\$180
Staff Professional	\$150

Miscellaneous

Item	Fee
Mileage	\$0.90/mile
Travel Time	Hourly Rate
Overtime and Weekend Rate	1.5X Regular Hourly Rate
Per Diem (variable based on location)	Quote

Attachment B Subconsultant Proposals



January 23, 2025

Ashley Thompson KPFF 412 E. Parkcenter Blvd. Suite 200 Boise, ID 83706

Project: 10th & Jefferson Garage

RE: Request for Architectural Proposal of Task Order 2

Ashley,

On behalf of Pivot North architecture and our team, we appreciate the opportunity to work with KPFF on another exciting project and propose the following limited professional services and associated fee for Task Order 2.

Project Understanding:

We understand the requested professional services for Task Order 2 to include participating in concept development, entitlements including design review, ongoing stakeholder management, and engagement with the CM/GC including pricing exercises. In this role, Pivot North will provide support to KPFF's team as required. Specific deliverables authored or produced by Pivot North include architectural drawings for concept design/schematic design, and design review. Specific services requested by you include the following:

Proposed Services Include:

- Concept Development As part of a team with KPFF and CCDC, Pivot North (PNa) will support the
 development of concepts. PNa will be responsible for producing the architectural drawings
 necessary for concept design.
- Entitlements PNa will assist KPFF in engaging with project stakeholders and local Authorities Having Jurisdiction (AHJs) to navigate the entitlements process.
- Design Review PNa will produce architectural drawings required for the design review phase and assist KPFF in managing the design review requirements set by the City of Boise.
- Stakeholder Engagement PNa will collaborate with KPFF to participate in stakeholder meetings and track decisions made by these stakeholders.
- CM/GC Engagement and Pricing Exercises PNa will work alongside KPFF and the CM/GC to conduct pricing exercises.

Schedule: 2/18/2025 - 7/9/2025

Exclusions and Exceptions:

The following items are excluded from, or otherwise clarify the proposed scope of work:

- 1. Efforts listed above includes the continuation of services following Task Order 1 for Architectural disciplines only.
- 2. The work performed by Design Team is solely intended for the concept and schematic design.
- 3. The Client will provide all information within the Client's possession, including constraints and criteria, site surveys, any existing electronic drawings, design objectives, utilities.
- 4. Topographical Surveys: The Client shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the project site. The Client will execute agreements directly with the land surveyor and pay for the surveying services.



- 5. Geo-Technical Investigation: The Client shall furnish the services of a geo-technical engineer to provide services including, but not limited to test borings, test pits, determinations of soil bearing capacities, percolation testing, evaluation of subsoil conditions, and preparation of documentation of findings and recommendations. The Client will execute agreements directly with the geotechnical engineer and pay for the surveying services.
- 6. Presentation and/or Marketing renderings are excluded. Task can be added as an additional service and will be negotiated at time of service.
- 7. Project estimating is excluded.
- 8. Design Development through Construction Phase Services will be contracted under a separate agreement.

Compensation:

Estimated hours per scope item:

- Concept Design/Schematic Design ≈ 400 hours
- Entitlements: ≈ 100 hours
- Design Review: ≈ 200 hours
- Stakeholder Engagement: ≈ 100 hours
- CM/GC Engagement and Pricing Exercises: ≈ 100 hours

Total estimated hours: ≈ 900 hours

Fee: Hourly NTE \$150,000

Reimbursable Expenses: NTE \$5,000

Reimbursable expenses incurred will be billed at cost and backup documentation will be included with distributed invoices.

Invoicing:

Billings will be issued at the end of each month and are due within 30 days of the invoice. Any unpaid invoices after 60 days shall accrue 1.5% interest per month from the billing date.

If the scope and terms as detailed in this proposal are agreeable, please sign and return a copy for my records. We look forward to discussing the details of this proposal with you at your earliest convenience.

We appreciate this opportunity and please contact me with any questions you may have.

Sincerely,

Project Manager Lead Pivot North Architecture

Client Signature Date





SERVICES

January 24, 2025

Mechanical Electrical Plumbing

Fire Protection Ashley Thompson

Technology KPFF

412 E Parkcenter Blvd, #200

Commissioning Boise, ID 83706

LOCATIONS

Boise - ID Cheyenne - WY

Denver Metro - CO

Architectural Lighting

RE: CCDC - 10th & Jefferson Garage

Engineering Services Fee Proposal – Task Order 02

CRA #: 2024-606

Dear Ashley:

We are pleased to present you with a fee proposal for the above referenced project including services for systems as outlined herein:

- ☐ Commissioning (Cx)

1. PROJECT DESCRIPTION

- 1.1 Our fee is based on the following:
 - A. Your email and proposal of scope definition dated January 17, 2025 regarding the project located in Boise, Idaho.
 - B. Task Order-02 covers the following scope:
 - Concept Development Minimum of 3 concepts 25 hrs. / discipline
 - a) Solar and electric vehicle charging options and benefit analysis
 - 2) Entitlements 0 hrs. / discipline
 - 3) Design Review 10 hrs. / discipline
 - Ongoing stakeholder engagement 3hrs / week (21 weeks)
 CM/GC Stakeholder engagement and pricing exercises 10 hrs. / discipline
 - C. Schedule: 2/18/2025 7/9/2025

www.catorruma.com

- D. Engineering services on a project roughly defined as follows:
 - 1) Building Type: Garage
 - 2) Project site at 10th and Jefferson
 - 3) 0.841 acres approximately 300' x 122'
 - 4) Non-Highrise
 - 5) Mixed-use, multi-story public parking facility with shelled space for future tenants
- 1.2 We anticipate providing the following mechanical and plumbing scope:
 - A. Roof Top Air Handling Equipment, HVAC Distribution, Gas Fired, Hydronic or Electric Reheat, Hydronic Snow Melt, Gas, Fire Protection, Direct Digital Controls (DDC) or Pneumatic Controls, Domestic hot and cold-water systems, Plumbing fixtures.
- 1.3 We anticipate providing the following electrical scope:
 - A. Medium Voltage Service and Distribution, 120/208 or 277/480 volt, 3 Phase Service and Distribution, Generator/Emergency Power, Basic Interior Lighting, Site Lighting and Photometrics for SDP submittal, Fire Alarm, Lightning Protection, Lighting Controls in Compliance with IECC, on-site rooftop solar power generation and electric vehicle charging infrastructure.
- 1.4 We anticipate providing the following technology scope:
 - A. Back boxes and Pathways, Structured Cabling, MDF/IDF Telecom Room Buildout, Security Systems, Access Controls, Video Surveillance.

2. CLARIFICATION OF BASE FEE SERVICES

2.1 We anticipate your office will take the lead role in all meetings, variances, etc. which may be associated with the Building Department and Fire Department. We will be available for design coordination meetings as needed.

3. SERVICES NOT INCLUDED IN OUR BASE FEE

A. Design services are not included in Task Order 02.

4. FEE SUMMARY

4.1 We have based our fee on the preliminary overall scope and project budget previously indicated. Should this scope or budget change, we anticipate our fees will be adjusted appropriately.

www.catorruma.com

4.2 In summary, we are requesting an hourly not-to-exceed contract for the amount shown in the chart below.

FEE BREAKDOWN						
Design Phase	Mechanical	Electrical	Technology	Total Fee		
Task Order 02	\$18,000	\$18,000	\$0	\$36,000		
Sub Total	\$18,000	\$18,000	\$0	\$36,000		
Reimbursable Expenses \$1,500						
Total \$37,500						

- 4.3 Reimbursable expenses are in addition to the project fee and cover items such as drawing plotting costs, reproduction costs, mileage, courier costs, and other costs allowed by the prime agreement.
- 4.4 Energy Policy Act of 2005: Cator, Ruma & Associates will be the designer primarily responsible for designing the energy efficient measures within this project. The fee represented within this proposal assumes that as the Primary Designer, Cator, Ruma & Associates is solely entitled to claim tax benefits available under Section 179D (EPAct) of the Internal Revenue Code as it pertains to the design work that falls under our responsibility. This includes, but is not limited to, HVAC and lighting.
- 4.5 Per Idaho Code 44-1001, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contract except for procurement authorized in Section 67-2808 (2), Idaho Code, or where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above-mentioned provisions in it."

Per Idaho Code 54-1218, all plans, specifications, and estimates must be prepared by, and the construction reviewed by, a professional engineer.

- 4.6 This document is an offer to enter into an Agreement and is enforceable as a Contract as soon as the Client accepts it. The Client may accept this Proposal either by signature, oral consent authorizing CRA to commence providing services, or any payments to CRA in consideration of services, and any of the above modes of acceptance shall be deemed to incorporate all of the terms of this Proposal into the Contract between Cator, Ruma & Associates, and the Client. We have based this Proposal on the terms and conditions outlined in Exhibit Z: CRA Terms and Conditions.
- 4.7 This proposal remains valid for 60 days from the date of issue.

www.catorruma.com

Once again, we appreciate the opport any questions, please feel free to con		you with this Fee Proposal. If yo	ou have
	Sincerely,		
	Kyle Olson, PE Principal Cator, Ruma &	Associates, Co.	
ACCEPTED BY:			
Name and Title		Date	
Signature		Company	
cc: Lilly Johnson, Accounting, File	- CRA		
By: email			
Attachments: Exhibit Z: CRA Terms a	and Conditions		
KEO/kll P:\ldaho\2024\2024-606 CCDC 10th and Jefferso 02\24606.FEE.20250124.docx	n Parking Facility\Sup		07/2024

EXHIBIT A



CCDC 10th & Jefferson Parking Facility
Task Order 02
PN: 124204
Page 1 of 3

January 24, 2025

Judd Williams, PE/SE Ashley Thompson, PE, SE KPFF 412 E. Parkcenter Blvd., #200 Boise, ID 83706 via email: <u>Judsen.williams@kpff.com</u> <u>Ashley.thompson@kpff.com</u>

RE: CCDC 10th & Jefferson Parking Facility | Boise, Idaho
Task Order 02 – Concept Development, Entitlements & Design Review
Proposal for Professional Services | PN 124204

Dear Judd & Ashley:

The Land Group, Inc. (TLG) is thrilled to have been selected with KPFF to work with you on CCDC's 10th & Jefferson Parking Facility. The following addresses the first steps for the project as <u>Task Order 02 – Concept</u> Development, Entitlements & Design Review per your proposal request received January 17, 2025.

I. Project Description

Capital City Development Corporation (CCDC) will invest in downtown Boise's Westside Urban Renewal District with a new structured parking garage with active ground-floor commercial space and a secure public bicycle storage facility. The site is located at 1010 W. Jefferson Street, sometimes referred to as Block 68 South. The site is the south half of the block bounded by State and Jefferson Streets between 10th and 11th Streets.

II. Scope of Services

Concept Development, Entitlements & Design Review

Task Order 02

Within Task Order 02, TLG will support KPFF by providing civil engineering and landscape architecture associated with the following subtasks.

Concept Development

Task 2.1

The team will prepare a minimum of three project concepts for review and input by CCDC and project stakeholders. In support, TLG will provide the following services:

- Research and confirm CCDC design guidelines applicable to the project.
- Research and confirm existing utility availability including potable water, sanitary sewer, natural gas and Idaho Power.
- Coordinate with the design team and utility providers to determine the building entry locations for each utility.



- Confirm City of Boise stormwater regulations applicable to the project. Perform preliminary detention calculations to determine storm drain detention volumes for sizing storm drainage systems.
- Prepare schematic-level site and landscape designs.
- Ongoing stakeholder engagement

In collaboration with CCDC and the project team, a final site concept will be selected for the project, which will be used as the basis for subsequent work.

Task 2.1 Deliverables:

• Schematic-level site and landscape designs. PDF presentation format; CAD formats for design team coordination.

Entitlements & Design Review

Task 2.2

Using the Schematic Design materials developed with the Architect and project team described above, TLG will prepare Design Review-level site plans and landscape plans per City of Boise requirements. Plans will be provided to the Architect for use in compiling and submitting the Design Review application.

TLG will attend the Design Review Committee hearing to support the Architect and Developer's project presentation.

Task 2.2 Deliverables:

Design Review-level site plans and landscape plans in PDF.

CM/GC Engagement & Pricing Exercises

Task 2.3

TLG will support CCDC's engagement of a CM/GC and their work to provide pricing and estimating for the project. TLG will:

- Review the CCDC RFQ for CM/GC services and provide any recommendations
- Review CM/GC SOQ responses and offer recommendations for CM/GC selection as it relates to civil or landscape factors
- Answer any questions from the selected CM/GC to assist them during pricing exercises.

Task 2.3 Deliverables:

- Review and markup of CCDC RFQ for CM/GC
- Review comments for CM/GC SOQ responses
- CM/GC preliminary pricing plans (assumed to be the schematic-level plans from Task 2.1)

III. Exclusions / Costs Not Included

TLG provides other professional services in addition to those described above. Unless described above and specifically included in this proposal, other services are not included and shall be charged as Additional Services if required.



IV. Fees & Billing Terms

Scope of Work:	Fees:		Terms:
Task Order 02 – Concept Devel, Entitlements & Design Rev	view		
Task 2.1: Concept Development	\$	12,180	T&M, NTE
Task 2.2: Entitlements & Design Review	\$	8,500	T&M, NTE
Task 2.3: CM/GC Engagement & Pricing Exercises	\$	2,680	T&M, NTE
Reimbursable Expenses Estimate	\$	500	T&M, NTE
Task Order 02	Subtotal: \$	23,680	

We are excited about the opportunity to work with KPFF and CCDC on this project. Should you have any questions or need additional information, please contact me at any time.

Sincerely, Accepted By:

Jason Densmer, PE, Principal

asan Deva

The Land Group, Inc.

Client Signature

Printed Name & Title

Enclosure: Work Plan & Estimate Worksheet

CCDC 10th & Jefferson Parking Facility



Work Plan Estimate - Task Order 02 | 01.24.2025

Task #	Task Description	Staff Position	Staff Name	Billing Rate	Labor Hours	Fees

Work Plan Estimate Task Order 02

2.1	oncept Development				80	\$12,180.00
2.1	Concept Development - TLG				80	\$12,180.00
		Senior Civil Engineer	Jason Densmer	\$175.00	12	\$2,100.00
		Professional Landscape Architect	Bob Schafer	\$160.00	12	\$1,920.00
	Professional Civil Engineer Lacie Myers				8	\$1,280.00
	Professional Landscape Architect Christopher Hawkins			\$160.00	8	\$1,280.00
	Civil Designer Civil Designer		\$140.00	20	\$2,800.00	
		Landscape Designer	Landscape Designer	\$140.00	20	\$2,800.00
	Task 2.1 Subtotal Labor				80	\$12,180

2.2	ntitlements & Design Review				52	\$8,500.00
1.1	Entitlements & Design Review - TLG				52	\$8,500.00
		Senior Civil Engineer	Jason Densmer	\$175.00	12	\$2,100.00
		Professional Landscape Architect	Bob Schafer	\$160.00	12	\$1,920.00
		Professional Civil Engineer	Lacie Myers	\$160.00	18	\$2,880.00
		Professional Landscape Architect	Christopher Hawkins	\$160.00	10	\$1,600.00
	Task 2.2 Subtotal Labor	·			52	\$8,500

2.3	CM/GC Engagement & Pricing Exercises			16	\$2,680.00	
1.1	CM/GC Engagement & Pricing Exercises	- TLG			16	\$2,680.00
		Senior Civil Engineer	Jason Densmer	\$175.00	8	\$1,400.00
		Professional Landscape Architect	Bob Schafer	\$160.00	8	\$1,280.00
		Professional Civil Engineer	Lacie Myers	\$160.00	0	\$0.00
		Professional Landscape Architect	Christopher Hawkins	\$160.00	0	\$0.00
	Task 2.3 Subtotal Labor				16	\$2,680
	·		-			

		Reimbursable Expense Estimate	Lump Sum			\$500
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Task Order 02 Total	148	\$23,860.00	

February 5, 2025 Proposal No. 24-12286

Ashley Thompson KPFF 412 East Parkcenter Boulevard #200 Boise, ID 83706 208-336-6985 Ashley.thompson@kpff.com

Subject: Geotechnical Engineering Consultation Proposal - Revised

10th and Jefferson Parking Facility – Task 2

1010 West Jefferson Street

Boise, ID 83702

Latitude: 43.619623, Longitude: -116.203985

Dear Ashley Thompson:

In accordance with your request, Atlas Technical Consultants LLC (Atlas) is pleased to submit this proposal for geotechnical engineering consultation for the 10th and Jefferson Parking Facility project located at 1010 West Jefferson Street within Boise, ID. Atlas previously conducted a geotechnical investigation on this property in November 2022. Since that time, the owner and scope of the project have changed. Under Task 1 Atlas will provide reissue the original report with revised foundation recommendations. Scope of work for Task 2 will include geotechnical consultation regarding the revised foundation recommendations provided in Task 1. An estimate of 13 hours for a not to exceed fee of \$2,500.00 will be billed on an hourly basis in accordance with the attached fee schedule.

This proposal is valid for 90 days from the date initiated. If you have any questions regarding this document or if we may be of further service, please contact our office at (208) 376-4748.

Atlas sincerely appreciates this opportunity to provide professional services to you on this project. We look forward to working with your team.

Respectfully submitted,

Elizabeth Brown

ATLAS TECHNICAL CONSULTANTS LLC

Elizabeth Brown, PE

National Practice Manager - Geotechnical

Attachment: Authorization

Fee Schedule

Totals	120	93	82	94	94 19	63	93	106	95	96	98 70	77	98	117	101		95 29	94	109	107	90	100 5		80	100	74	88	97	99 13	58	97
Relevant Project Experience	30	23	18	24	22	12	23	25	20	20	21	15	23	30	25	28	23	26	27	30	23	29	24	21	26	20	18	25	23	8	22
Question & Answer	45	37	35	37	35	22	37	38	40	38	37	26	39	42	40	42	34	35	42	37	35	37	37	30	38	26	36	36	36	22	39
Project Team	10	5	6	6	8	7	7	9	6	6	8	7	8	10	8	10	8	6	9	9	6	7	9	7	8	8	8	8	8	5	8
Project Approach	30	24	19	22	24	18	22	30	25	27	27	25	24	30	24	28	25	23	27	28	22	23	27	18	24	18	22	23	27	19	24
Cover Letter	5	4	4	5	5	4	4	4	4	5	5	4	4	5	4	5	5	4	4	3	4	4	5	4	4	2	4	5	5	4	4
Criteria																															-
Rater		1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6
FIRM	Possible Points			DES	MAN				K	IMLE,	r-HOR	RN				KP	FF					WAL	KER					W	SP		
RFQ DUE: December 20,	2024 3pm				ַ ע		ر با						· · · · ·																		
1010 W Jefferson Parkir	g Facility				П		c					CI T C																			
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10TH AND JEFFERSONPARKING FACILITY



1. Cover Letter

December 20, 2024

RE: Request for Qualifications Design Professional Services 10th & Jefferson Parking Facility

Ashley Thompson, PE, SE Project Manager & Primary Contact

412 E Parkcenter Blvd Suite 200 Boise, ID 83706

e: ashley.thompson@kpff.com t: 208.319.9732 Selection Committee Members,

We are excited about your vision for this project. Rather than simply adding another parking garage to meet demand, you are seizing the opportunity to create something transformative. This project will not only provide additional parking in the Westside District but also bring economic opportunities, integrate with existing and planned infrastructure, and deliver essential community resources.

At KPFF, we share your commitment to Boise's growth and evolution. With more than 15 years of collaboration with CCDC, we have deep roots in the city and a vested interest in the community's success. We believe this project is vital to Boise's continued vibrancy, and our team is eager to help bring it to life.

Judsen Williams will be your Prime Principal-in-Charge and I, Ashley Thompson, will be your Project Manager and Primary Point of Contact. Combining my technical expertise in structural engineering with my training in Human Centered Design, I will provide strong leadership to the design team and ensure that we maintain a people-first philosophy through design. I am passionate about creating spaces that prioritize the needs of the people who use them and enhance their lived experiences. We have successfully designed multi-story mixed-use parking structures across the Treasure Valley and will leverage our management and leadership skills to successfully execute your project.

Our team combines national expertise in parking and mixed-use design with robust local experience and relationships. KPFF is a leader in parking design, with over 50,000 stalls designed in the past 15 years. We also have a strong portfolio of projects in downtown Boise, which means we understand the local landscape and have existing relationships with stakeholders, AHJs, and contractors. KPFF will provide project management, parking design, and structural engineering, supported by a multidisciplinary team including:

- **Pivot North:** Architecture, Stakeholder Engagement
- The Land Group: Urban Design, Utilities Coordination, Landscape Architecture, Surveying
- · Cator Ruma: Mechanical and Electrical Engineering
- Atlas: Geotechnical Engineering

Unique benefits our team offers to CCDC include:

A Deep Understanding of the Project Site. KPFF studied the project site for the prior Block 68 South project and has already received some initial feedback from project stakeholders about priorities and layout which gives us a head start for the 10th & Jefferson Parking Facility. We understand the importance of integrating the adjacent 11th Street Bikeway and State Street Corridor. With this context, we will be able to hit the ground running. Our knowledge of utilities, lot lines, survey grades, ACHD regulations, and other details will allow us to rapidly develop concepts aligned with your vision for consideration.

Proven Experience with Boise Parking Garages. As the prime consultant for the Front Street Garage, KPFF designed a similar downtown Boise parking structure with mixed-use functionality. By incorporating artistic elements to soften the stark garage feel, we demonstrated our ability to blend functionality with community-enhancing aesthetics. We also worked with The Car Park and understand their equipment and requirements as the ParkBOI operator. Our experience equips us to seamlessly navigate this project's design and construction phases while applying valuable lessons learned.

Committed to Sustainability. Sustainability is a priority for both CCDC and KPFF. We bring experience with solar panels, EV charging stations, and adaptive reuse considerations. Our knowledge of Boise's green building codes ensures we can meet your sustainability goals. The Mount Vernon Library Commons Garage—featuring 76 EV charging stations, the largest public installation in the country—exemplifies our ability to deliver innovative green solutions.

We are confident we can complete this project within the allotted budget and will meet or exceed your proposed project schedule. Thank you for considering our team for this exciting opportunity. We are eager to collaborate with you and bring this transformative vision to life. Please don't hesitate to contact me with any questions about our qualifications.

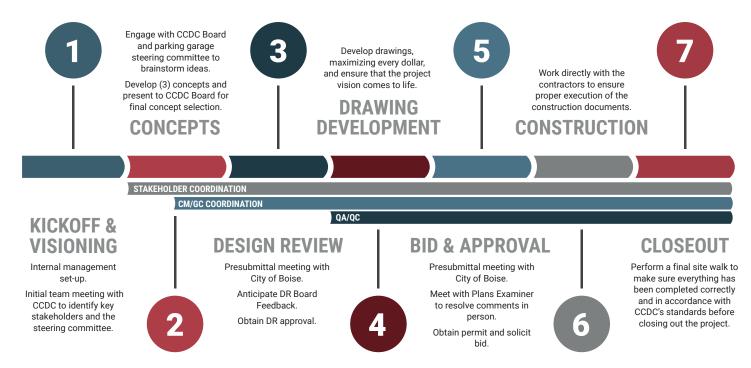
Sincerely,

Ashley Thompson, PE, SE Project Manager Judsen Williams, PE, SE Principal in Charge



2. Project Approach

KPFF's history of successful prime engineering-led projects serves as a road map for our approach to the 10th & Jefferson Parking Facility. Our overarching management philosophy is founded on proactive communication, early engagement, and lean and efficient design and construction principles. We will accomplish the scope of work by using our proven project management strategies as outlined below:



Kickoff & Visioning

Upon receiving the project award, KPFF will begin our internal project management. We will oversee all task execution, review schedules, and ensure the project stays on track for budget, schedule, and quality. Concurrently, we will finalize contracts and initiate our first meeting with CCDC to identify the steering committee, who will develop the project's guiding principles.

Within 4 weeks of award, KPFF will facilitate the first visioning session with CCDC and the steering committee where we will solicit your input, organize feedback into themes, and develop a set of guiding principles that will serve as the project's north star for decision-making throughout design.

Stakeholder Coordination

Stakeholder engagement is an ongoing process. We will communicate design updates weekly, sending report-out emails to CCDC and other key stakeholders at the end of each week that include overall project status updates, budget updates, current design considerations, schedule updates, and the latest stakeholder coordination log, a tool to track all stakeholder feedback and the design team's responses.

Concept Design

Design Alternatives: We will facilitate biweekly design charrettes with the steering committee to develop a minimum of three alternatives. During these design charrettes,

we will explore all ideas and inspiration for 10th & Jefferson. This is the stage to dream about what could be. Using ideas generated in the design charrettes, we will develop must-have programming that will inform our concepts. Upon development of three concepts, we will present to the CCDC Board in April for approval.

Concept Selection: To select the right concept, we will use both qualitative and quantitative comparative analyses. Using our CM/GC's quantitative analysis, we will analyze the cost of the three concepts. For a qualitative comparative analysis, KPFF will facilitate "Choosing by Advantage." Choosing by Advantage is an inclusive methodology that analyzes options based on the value they add to the project, weighed against the guiding principles. Below is an example of what Choosing by Advantage might look like for this project. The matrix will be customized with your input.

		A Part of the Part			Reds in a five foot Nath		DEFFarking Garage Study Rendering by SRC	-	as a transmitted
		Typical Long-Spa Attribute	n Parking Garage Advantage	Flat Plate Pa	rking Garage Advantage	CLT Parki	ng Garage Advantage	Precast Par Attribute	king Garage Advantage
	Aspirational Architecture	Conventional; opportunity with façade	Opportunity with façade	Attribute Adaptive re-use future proofed	Opportunity with façade & future transformation	First of its kind in the US	Biophilic, sustainability	Conventional, opportunity with façade	Opportunity with façade
	Economic Boost	raçade			rusine transformation			ruçade	
				Ability to change occupancy in					
	Improve Neighborhood Fabric			Ability to change occupancy in the future		Cutting edge technology			
IVES	Ground Floor Activation					Biophilic design enhances user experience			
OB JECTIVES	Sustainable Systems								
PROJECT 0	Low Maintenance					Requires extensive ongoing maintenance			
PRO	Transit Oriented Development	Double ramps limit future adaptability		Flat plates designed for residential adaptive reuse	Designed for the future of Boise				
	Enhance Mobility								
	Resilient / Future Flexibility								
	Efficient Design and Cost	Most cost effective parking garage type in Boise	Optimizes parking layout to reduce cost per stall					Fast speed of construction	

Figure: Sample Choosing by Advantage Matrix. Click to expand.



CM/GC Coordination & Budgeting

We will conduct ongoing coordination with the selected CM/GC that will continue from concept selection to construction as part of our target value design process. We recommend including the CM/GC in weekly design meetings so that they can provide real-time feedback on design and detailing. Per the RFQ, we will develop 60% Design Development documents to submit to the CM/GC for pricing. In addition, we recommend another cost estimate be performed at 100% Concept Design to ensure that out project is on track with the target budget. We view the CM/GC as our partner and look forward to working with them from start to finish.

Design Review

Once the CCDC Board has selected the design concept, we suggest meeting with design review staff prior to submitting our final package to get early feedback on the design.

Design Development & Construction Documents

At the start of DDs, we would like to do a full team pull planning session. At each design milestone, we will perform an internal QA/QC, solicit pricing feedback from the CM/GC, and request stakeholder feedback.

Permitting, Bidding & GMP

KPFF will schedule a project intake meeting with the City of Boise to review the project and discuss any potential gotchas the city has seen. We have successfully leveraged project-intake meetings to reduce review time on prior projects. Once the project is submitted for permit and we receive the first round of comments, we will schedule a meeting with the plans examiner to review all comments and proposed solutions. We have found that doing this ensures everyone is on the same page and mitigates additional comments.

Once the project has been submitted for permit, we will issue a bid set to the contractor to solicit bids and will follow up with addendum after the first round of permit comments have been addressed and all bid questions have been asked.

Construction Administration

As the Prime consultant, KPFF will schedule a final page-turn with the GC prior to the start of construction. We will include required subcontractor pre-construction meetings to ensure the construction phase runs smoothly with a united team. Our local design team is committed to the success of this project and will be readily available for questions and site visits at a moment's notice to ensure the project dream established during concepts is realized.

Closeout

Upon construction completion, KPFF will perform a punch-list walk and ensure all items are up to standard prior to building transition from the GC to CCDC. We will create an ownership manual for the building's operations and maintenance teams and meet with them to walk through ongoing requirements.

Sustainability (EV & Solar)

Sustainability is an important topic that we want to engage on early in design by establishing goals and priorities with CCDC and the team. Pivot North will take the lead on understanding and presenting sustainability options utilizing the City of Boise Green Building Code as well as other national standards. Cator Ruma and KPFF will develop options for EV charging stations, including working with the City of Boise Fire Department, CCDC, and the City of Boise to determine the appropriate number. locations, and infrastrucutre required. We will also "futureproof" the garage for additional EV charging stations. Cator Ruma and KPFF will also present options for solar generation within the parking facility. We will provide options for a basis of design, size electrical rooms and associated infrastructure for future installation, and provide a structural design to accommodate solar panels at the desired locations. All of the options will be presented to CCDC during the concept design phase and established in the design development phase with the support of CM/GC cost estimating.

Recommended Modifications to the Scope, Budget & Schedule

Scope: The scope as outlined in the RFQ is appropriate. We are excited to explore creative design solutions to achieve your project objectives.

Budget: The proposed budget is appropriate. We would like to use target value design with the CM/GC's support to maximize every dollar.

Schedule: We feel confident that we can accelerate DDs-CDs and pull the permit, bid date, and construction kick-off forward. Our experience shows that Q1 is the best time to bid a project in Boise to get the most competitive pricing; therefore, we propose to reduce the design schedule to achieve a February 2026 bid.

Our design team will leverage pull planning to advance the critical path milestones as well as our relationships with the City of Boise plans examiners to limit plan check comments to one round. Additionally, our team has success with early procurement and early permit packages that we could also use to further reduce the schedule duration if desired.

ACTIVITY	DURATION	ORIGINAL	PROPOSED
CCDC Selections Process	3 weeks	1/8/2025	
Negotiate Fee and Execute Contract for Concept Design	3 weeks	1/26/2025	
Board Meeting: CM/GC Selection		3/10/2025	
Board Meeting: Concept Alternatives Work Session		4/14/2025	
Board Meeting: Concept Design Approval & Contract for Design Development		5/12/2025	
CM/GC Concept Cost Estimate			5/30/2025
Design Review Approval	8 weeks	7/1/2025	6/11/2025
Design Development (60%)	12 weeks	9/1/2025	6/16/2025
CM/GC 60% Cost Estimate	4 weeks	10/1/2025	7/14/2025
Construction Drawings (95%)	12 weeks	1/1/2026	11/17/2025
Final Construction Drawings	4 weeks	2/1/2026	12/19/2025
Permitting/Bidding/GMP	10 weeks	4/1/2026	3/2/2026
Board Meeting: GMP Approval		6/8/2026	5/11/2026
Construction Start		6/1/2026	5/1/2026
Anticipated Construction Completion	16 months	10/1/2027	9/1/2027



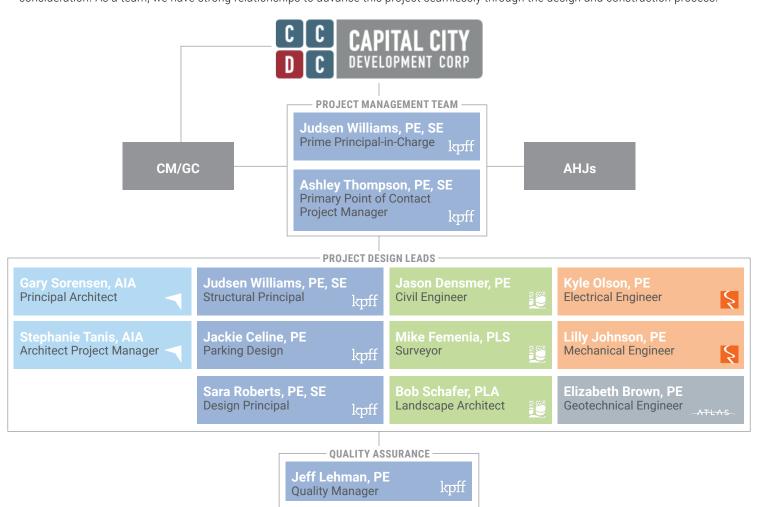
Competitive Advantages

Our design team brings the advantages below that make us the ideal partner to deliver the 10th & Jefferson Parking Facility:

- Local designers invested in Boise who have relationships with project stakeholders and AHJs. Our team is comprised of Boise locals as well as appropriate national experts. We are invested in this community and care about the impact 10th & Jefferson will have on the Westside District. Every one of our team members has successfully delivered projects in Boise's downtown core and we have worked together on past projects, including the Front Street Garage. Based on this experience, we know how to navigate the processes for the City of Boise, ACHD, Idaho Power, and have strong relationships with them.
- National expertise in mixed-use, multimodal garage design. Our team includes industry leaders in garage design who bring
 sophisticated approaches to parking layout, aspirational architecture, and sustainability. (Note sound transit, multimodal, mixeduse components)
- **Unique understanding of the nuances of the project site.** Having previously studied the 10th & Jefferson site for the prior Block 68 South project, we have extensive knowledge of the physical constraints and available opportunities.
- Experienced with CCDC garages and maintenance needs. Based on our on-call work with CCDC, we are familiar with CCDC's maintenance requirements and the need for durable design. We know how to minimize your long-term maintenance costs. We also have worked with the ParkBOI operator, The Car Park, and understand their equipment requirements for garage operation.
- Forward-thinking, sustainability-focused designers of EV and solar infrastructure. Our team has extensive experience incorporating green infrastructure into garages and other developments. We understand the associated costs and safety considerations and can guide CCDC to an efficient, scalable, and future-ready design.

3. Project Team

We have chosen a uniquely qualified team with experience collaborating on parking garages and other public projects in downtown Boise. Each of our consultants are specialists in their respective disciplines and will bring creative and innovative design ideas for CCDC's consideration. As a team, we have strong relationships to advance this project seamlessly through the design and construction process.





FIRM	FIRM EXPERIENCE	SCOPE	LEAD	INDIVIDUAL EXPERIENCE
	KPFF is a local and national structural engineering firm with nearly 20 years of practice in Boise,	Prime PIC & Structural Engineering	Judsen Williams	Managing principal with 26 years of experience in engineering leadership, including as Prime Principal on the Front Street Garage and Block 68.
lkpff	ID. We have completed over 15 major projects in downtown Boise, including the Front Street Garage, 5th & Idaho Mixed-Use, Riverline Mixed-Use, and 11th + Idaho. KPFF	Project Management	Ashley Thompson	Experienced senior project manager leveraging Lean Construction principles on projects like Union 93 and Parkway Lot 50 in the Treasure Valley - both multi-story mixed-use parking structures.
	has provided engineer-led project management on dozens of garages throughout the Northwest.	Parking Design	Jackie Celin	A skilled architect and engineer with 20 years of experience in functional parking planning. Jackie led parking planning for the Front Street Garage.
orth.	Pivot North is a local architecture firm with extensive experience	Architecture	Gary Sorensen	Gary is a Principal Architect at Pivot North with 25 years of practice in Boise, including as the Principal Architect on the Front Street Garage.
pivot no	in downtown Boise. They have completed over 25 downtown Boise projects including the Front Street Garage, Thomas Logan Mixed-Use, The Lucy Mixed-Use, and Riverline Mixed-Use.	Stakeholder Coordination	Stephanie Tanis	Stephanie is a licensed Architect and Interior Designer with a passion for designing and creating unique spaces through collaboration. Stephanie has successfully led design on projects like Block 68, 8th & River, and the Idaho Outdoor Fieldhouse.
	The Land Group is a multi- disciplinary design firm impacting	Urban Design Landscape Architecture	Bob Schafer	Bob brings 20 years of experience in urban design and landscape architecture and has led landscape architecture on the downtown YMCA, Block 68, and Front Street Garage.
THE LAND GROUP	downtown Boise with projects including the new downtown YMCA and the Front Street Garage. The Land Group skillfully blends	Stormwater Engineering	Jason Densmer	Jason brings over 25 years of civil engineering expertise in land development for commercial, residential, and public work projects. As the
	urban landscape features, such as green infrastructure and public space enhancements with modern	Utilities Coordination	Jason Densinei	Principal Civil Engineer on Block 68, Front Street Garage, and Jules on 3rd, Jason understands multi-story mixed-use parking structures.
	architectural frameworks to create vibrant community-focused environments.	Surveying	Michael Femenia	Michael brings 25 years of land survey experience and has led the surveying on downtown Boise projects like the YMCA, Block 68, and Jules on 3rd.
RUMA FES. CO.	Cator Ruma brings a depth of experience to electrical vehicle	Mechanical Engineering	Lilly Johnson	Lily is a skilled mechanical engineer leading the design on a variety of large scale projects.
CATOR I RUMA	charging infrastructure, high performance buildings with on-site solar power generation, mechanical ventilation, snow melt systems, interior and exterior lighting packages.	Electrical Engineering	Kyle Olson	Kyle brings nearly 20 years of experience in electrical engineering and has led Boise projects such as Micron South and North Parking Garages and the Ada County Civil Center Parking Garage.
ATEAS	With over 20 years of experience, Atlas has a proven track record of addressing the challenges posed by varying fill materials, groundwater management, and subgrade preparation. Additionally, as the geotechnical engineer for the Block 68 development, they understand the project site.	Geotechnical Engineering	Elizabeth Brown	Liz brings nearly 20 years of experience of geotechnical engineering experience on downtown Boise projects like the Front Street Garage, Wilson Street Apartments, and the VA Parking Garage.



4. Question and Answer

1. The Design Team will need to balance potentially competing design and operational needs and priorities of the mix of users intended for this project. How will you resolve conflicting priorities or design criteria?

Our approach involves a collaborative process to engage all stakeholders early and often. At the very start of the project, we begin by understanding each of their goals and priorities through a visioning process, defining the guiding principles and design criteria which will be used to weigh competing priorities. Next, we will organize design charrettes to develop concept designs. Using the "Choosing By Advantage" strategy outlined in our Project Approach, we will qualitatively analyze each concept and weight conflicting priorities against the project objectives to find the best solution.

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2. Describe your ability to negotiate with AHJs and influential stakeholders to achieve the outcomes desired by a project owner.

Productive negotiation requires listening and thoughtfully articulating the project goals. Our approach is rooted in transparency, and trust that is developed and earned in the early stages of the project. AHJs and influential stakeholders are partners for the design team. The ability of our team to negotiate with the key groups is based on the strong relationships that we have with them. Most of our team operate as trusted advisers to the local AHJ as contract plans examiners and/or code review board members. We personally know the key personnel at the primary AHJs and influential stakeholder organizations and can simply pick up the phone or set up a face-to-face meeting with them to get their buy-in and approval.



3. Design is an iterative process. Describe how you receive and incorporate feedback and feasibility information from the owner, CM/GC, and stakeholders. What tools and strategies do you use? How do you keep all parties informed of design decisions that need direction or approval?

The iterative design process hinges on continuous refinement through feedback. At set design milestones, we will issue drawings to the owner, CM/GC, and all stakeholders, soliciting feedback. Feedback will be input into a Stakeholder Comment Log (SCL). Within 2 weeks of receipt of the SCL, the design team and stakeholders will meet to do an in-person page turn, review the latest SCL, and weigh feedback in the decision matrix to finalize a solution. At the subsequent milestone, all comments will be responded to, documented in the SCL, and sent in the weekly project report by the design team.

During the DD and CD phases of design, the design team will hold weekly design meetings to coordinate and discuss items that need direction or approval. The design team will assign tasks to individuals and ensure that all decisions needing direction or approval are addressed in a timely manner. We will track a pull schedule that will establish milestones and dependencies to ensure efficient design and decision making. We strongly recommend monthly constructability review meetings with the CM/GC to ensure that the design is tracking with the project budget and schedule. Meeting minutes, including summaries of decisions, upcoming decisions needing approval, and project status will be issued to all design team members, CCDC, the CM/GC, and all stakeholders after every design meeting.

By employing these strategies, we ensure that feedback is not only gathered efficiently but also integrated into the design process in a way that aligns with the project's guiding principles.







4. What is your favorite parking garage (anywhere) and why? Illustrate your answer with photo(s) that support your answer.







"The **Park 'n' Play** garage stands out to me for the fact that within a facility that functions to house cars, the design prioritized public space as well. Providing a public amenity at the top (a city playground), gives the project a grander purpose and gives value to the space, as it is people that will enjoy the view, not cars. The staircase that climbs up the structure is interesting as it promotes an active lifestyle and signals that there is something engaging at the top. This idea seems fitting to the mission of the adjacent use."

> Stephanie Tanis Architect PM

"The **Capitol & Main** parking garage in Boise is my favorite for its proximity to the city's core and its integration with commercial spaces. This garage was an early contribution to the urbanization of Boise's downtown, providing alternatives to surface parking. Capitol & Main remains an important resource for the vibrancy at our center of government, commerce, and dining. Similarly, the 10th & Jefferson garage will support transformation in its area as redevelopment continues."



nent continues."

Jason Densmer

Civil Engineer





"My favorite parking garage is the **Mount Vernon Library Commons Parking Garage** because it was meaningful for the community and record-breaking for sustainability. It was exciting to see a decades-long master plan come to life for the city, revitalizing the downtown core and fostering economic growth. Many of us become designers because we want to have a positive impact on the built environment, helping to make the cities, towns, and places we live better for everyone, while also being mindful of the way we are situated in and affect the environment around us."

lasfi

Jackie CelinParking Design





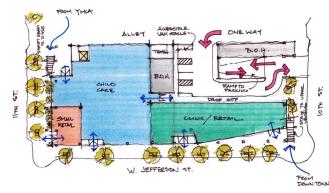


5. What would be your design inspiration for this project? This could include precedent or other garage or mobility facilities, concepts or themes, or specific design elements that excite you about this project.

Our design inspiration for this project will come from our favorite projects shown above as well as our community members who will engage with this facility. As we think about the parent dropping their child at daycare for the first time, the YMCA-user going to a 5am workout class, the family riding their bikes to an event downtown, and the multitude of other users, we get inspired imagining spaces we can design for them.

This parking facility is more than just a garage. It will be a multimodal hub and a landmark of the Westside District. Boise is at an inflection point – while we know we need to design for a garage today, we also get excited about designing for our city's future. Thoughtful architecture, future flexibility, public art, a rooftop playground, solar and EV charging innovations, and a pocket park are just a few of the design ideas we are excited to explore with you.

Shown to the right are a few concept sketches that our team created to illustrate design ideas. However, we are excited to walk through the visioning process with you to fully understand your inspirations and priorities as we develop concepts.









6. Based on your expertise, describe the top five considerations that result in a highly functional garage.

A highly functional garage should address **Space Efficiency** and **Appropriate Level of Service** with a layout that maximizes parking capacity and efficient traffic flow, while keeping in mind the demographics of larger vehicles in the City of Boise; **Safety and Security** with well-lit areas, surveillance systems, and clear, visible signage for easy navigation; **Durability and Low Maintenance** using materials that withstand heavy use and weather exposure, like durable concrete finishes or coatings; **Accessibility** by ensuring ADA compliance with sufficient accessible spots and clear paths; and **Urban Context/Human Center Design**, ensuring spaces are not only functional but also enrich the lives of the people who inhabit them.

7. How have you incorporated suicide deterrence strategies into prior parking garage projects?

KPFF supported CCDC in developing early suicide prevention concepts and provided the design of the suicide prevention barrier at the top floor of the 9th & Front garage. As a byproduct of some of our early effort, CCDC worked with the State of Idaho Department of Health & Welfare to develop their report on Suicide Prevention in 2016.

Suicide deterrence strategies we've implemented in other garages include: physical barriers at critical heights to prevent climbing and access to edges, ensuring excellent visibility through open design and bright lighting to eliminate secluded spots, adding infrastructure for continuous monitoring, and "infostructure" by strategically placing signage with crisis hotline numbers.

8. Describe specific examples where you've had lessons learned from previous projects on improving the constructability of your design documents.

Drawing on our extensive experience with the CM/GCs in our region, we have learned that engaging and partnering early is a key step in delivering a successful project. Early partnership facilitates real-time input on material selection and procurement, construction sequencing, and design adjustments. This minimizes potential budget and schedule delays, enhances construction efficiency, and guarantees that our designs meet code requirements while being tailored for real-world construction execution. We recommend including the CM/GC site superintendent as a member of the preconstruction team to provide input on constructability, site

staging, and schedule input. Some benefits we've found from early engagement with the CM/GC include:

- Material selection and procurement to understand availability, long lead items, cost and multiple supplies for similar material for bidding on public projects.
- Coordination with CM/GC on desired formwork system and construction methods to shape the design, including member sizes.
- Incorporation of parking controls and equipment. Engage Car Park to support the layout of the parking controls, queuing and maintenance.
- EV stations and solar. Ensure we have appropriate space dedicated to future solar infrastructure expansion.
- Implementation of green stormwater infrastructure through structured soils (Silva Cells).
- Construction schedule savings such as early design packages including, but not limited to the following: mass excavation, site utilities, and early concrete/foundation packages.

9. Specific to mixed-use parking structures, what are your best methods to realize cost savings?

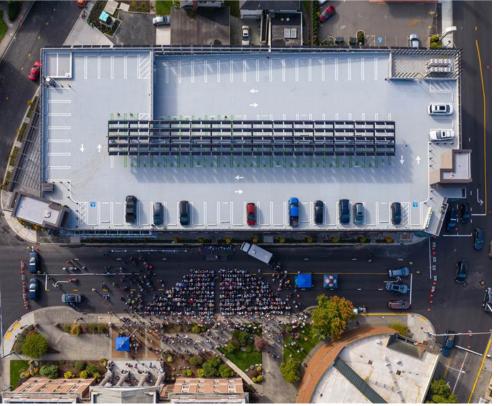
For mixed-use parking structures, we achieve cost savings by optimizing the parking layout for efficiency, maximizing the number of stalls and choosing cost-effective structural systems based on local market conditions. Employing durable, low-maintenance materials; engaging early with CM/GC to review alternative construction methods and products; and leveraging local incentives are all strategic approaches to minimize costs while maintaining functionality and compliance. Additional opportunities include:

- Saving money on back-of-house areas to maximize dollars in the livable spaces of the building.
- Identify basis of design ground floor activation and include the appropriate infrastructure, but not too much. An example is to leave out the ground floor slab on grade on day one.
- Maintaining an open air, ventilated garage to reduce mechanical systems.
- Provide fluid applied waterproofing systems above occupied spaces.
- Thoughtful design e.g. keeping storage on ground level; no transfer girders/stacked structure.
- Limiting the number of stories if possible. In general, a shorter structure is more cost effective. Avoid below grade parking if possible, as underground parking is more expensive.
- Utilizing durable materials such as concrete to minimize the long term deferred maintenance cost during the life of the structure.

5. Relevant Experience

The projects included demonstrate our expertise in creating urban public parking solutions that combine high aesthetic value, mixed-use functionality, and multimodal integration. The Front Street Garage and Block 68 South Garage demonstrate our local experience, our work together as a design team, and our familiarity with many of the same stakeholders who will be involved with the 10th & Jefferson Parking Facility. The other three projects show our experience with transformational garage projects beyond Boise that include many of the same project objectives, including aspirational architecture, enhanced mobility, increased economic activity, strengthened neighborhood fabric, and sustainable design.









Mount Vernon Library Commons and Parking Garage

Mount Vernon, WA

This new library, community center, and public parking garage is in the heart of downtown Mount Vernon, Washington. Constructing this facility completes the City's decades long masterplan vision to create a more pedestrian oriented downtown core that encourages businesses, commerce, and tourism.

The Mount Vernon Library Commons and Parking Garage is more than a library. It is a place for the community to gather and learn. It includes a teen room and STEM center, 200-500 person conference center, and a community commercial kitchen. The 3-story (four-level) facility provides approximately 270 public parking spaces and utilizes an express ramp to allow significant ground floor height that creates an inviting, welcoming, and comfortable user experience.

In addition to its community-centered design approach, sustainability was at the forefront of the design process. It currently contains 76 Electric Vehicle (EV) charging spaces and is the largest public EV charging facility throughout the country, with the capacity built-in for additional EV charging spaces in the future. The project has also incorporated solar panels on the alley side of the structure that faces south, and along a center spine at the top level of the parking structure. These solar panels provide approximately 20% of the electricity needed to power the building. The Library Commons is also the first public building in the State of Washington to achieve the high green standards of Passive House Certification that significantly reduces energy demands of the building.

The project acts as a **transportation hub** for the region, with its location right off Interstate 5 that connects Vancouver, British Columbia, Canada and Seattle, Washington. It is oriented to encourage patrons to enter the facility right away and reduce traffic on the downtown street grid, allowing people to engage quickly with the city at the pedestrian scale. It also provides a connection to the City's recently redeveloped riverfront walk that increases the City's resiliency to flooding while providing a scenic trail for biking, walking, and running.

TEAM MEMBERS

KPFF

DELIVERY METHOD

Design-Bid-Build

OWNER

City of Mount Vernon

YEAR

2024

REFERENCE

Chris Phillips
Public Works Director
City of Mount Vernon
360.336.6204
cphillips@mountvernonwa.
gov





Block 68 South Parking Garage and Tower Boise, ID

The Block 68 South Parking Garage and Tower was a combination of ground floor mixeduse, parking garage, and senior housing that was designed at the same 10th & Jefferson project site. The design progressed to approximately 50% Construction Documents before it was suspended. Based on this experience, our team has a deep understanding of the project site.

While the Block 68 Tower programming differs from the 10th & Jefferson Parking Facility. our involvement with the project provides many benefits to our team including:

- The same engineering team proposed for the 10th & Jefferson Parking Facility worked together on the Block 68 project. Pivot North served as the liaison with the City of Boise and Design Review for the project.
- Unique site conditions and sub-surface conditions are well known and have been studied extensively.
- The Land Group team has performed a full survey, has strong understanding of the site grading, adjacent YMCA grading and all property lines. TLG integrated CCDC street scape requirements into the project requirements.
- Site utilities are known and documented. Work with ACHD and Idaho Power was extensive.
- KPFF has strong knowledge of the soil conditions, bearing pressures and requirements for ground improvements required.
- KPFF provided functional parking planning for the project and understands CCDC and the City of Boise parking requirements and how to efficiently maximize the parking on the project site.
- Opportunity to implement lessons learned, gain knowledge from CCDC on the project goals and improve the project going forward building off our extensive knowledge of this site.

TEAM MEMBERS

KPFF Pivot North The Land Group Atlas

DELIVERY METHOD CM/GC

OWNER

Public Private Partnership with CCDC, deChase, and Edlen & Co.

YEAR

2024

REFERENCE

Katherine Schultz Principal **GBD** Architects 503.548.2390 katherine@gbdarchitects. com





Front Street Garage

Boise, ID

KPFF provided prime design services, structural engineering and functional parking planning for the 6-story, 500+ stall garage at 6th and Front Street in downtown Boise. The structure was designed to accommodate a hotel wrap with a high first floor elevation and express ramp, as well as an activated ground floor, pocket park, EV car charging and The Car Park parking access and controls.

Benefits to CCDC:

- The same design team that worked on the Front Street Garage will be used for the 10th & Jefferson Parking Facility. We have successfully worked together on multiple projects in downtown Boise.
- Unique site conditions and sub-surface conditions are similar to the 10th & Jefferson site, including a similarly sized half-block.
- The Land Group team performed the site survey and integrated CCDC streetscape requirements into the project.
- An alleyway on the north side with extensive utilities posed the same challenges as the 10th & Jefferson site. Coordination with ACHD and Idaho Power was paramount to the success of this project.
- KPFF provided functional parking planning for the project and understands CCDC and the City of Boise parking requirements and how to efficiently maximize the parking on the project site.
- Pivot North successfully led and completed the Design Review Process with the City
 of Boise along with management and coordination of all stakeholders and design
 concepts.

TEAM MEMBERS

KPFF Pivot North The Land Group Atlas

DELIVERY METHOD CM/GC

OWNER

Front Street Holdings

YEAR

2020

REFERENCE

Clay Carley Old Boise, LLC 208.573.2036 claycarley@oldboise.com





Sound Transit Puyallup Station Parking and Access Improvements

Puyallup, WA

KPFF served as the overall Prime Consultant for the \$51.2 million design-build project that blends natural and industrial materials, reflecting bridge construction over the Puyallup River. The project aimed to create a functional and durable facility that honors Native tribes, including the Steilacoom, Muckleshoot, Puyallup, and Yakima, and Puyallup's history as one of Washington State's oldest settlements.

KPFF managed a large, multi-disciplinary consultant team and worked closely with the Owner and stakeholders to identify the most functional parking layout design for this tight site. The team worked through several options and iterations, addressing different site challenges and constraints, including a street vacation, zero-lot line development, poor below-grade soils requiring innovative foundation systems, and an adjacent high school that defined limited windows of construction.

The chosen solution was a four-story structured parking garage with a small adjacent surface parking lot that added a total of 600 parking stalls to this transit station. The low-impact development streetscape features sustainable pocket parks, greenery, and warm, subtle nighttime architectural lighting along the garage facades, creating a welcoming environment.

A pedestrian bridge links the garage over a major City Street, allowing passengers to move safely from the garage to the station without interacting with street level traffic. KPFF ensured that existing transit station operations were maintained throughout construction, requiring clear wayfinding and signage. Overall, KPFF successfully delivered a project that blends functionality, durability, and sustainability with cultural and historical significance, and consideration of its context within the local community, serving as a testament to the team's expertise and commitment to excellence and Human-Centered Design.

TEAM MEMBERS

KPFF

DELIVERY METHOD

Design Build

OWNER

Sound Transit

YEAR

2021

REFERENCE

Rick Sarkany, Principal Construction Manager Sound Transit 206.398.5111 rick.sarkany@soundtransit. org





University Village Retail and South Parking Garage

Seattle, WA

University Village is a high-end outdoor shopping center in Seattle, Washington that focuses on creating an elevated shopping experience for its users. It consists of nationally known brand stores mixed with cafes, restaurants, and locally owned businesses. Parking is located at the exterior of the campus in three parking garages that have been creatively and artfully designed to fit into the context of the shopping experience. This allows users to easily access parking from the adjacent street network, near Lake Washington and the University of Washington, moving people out of their cars quickly, to engage at the pedestrian scale with the neighborhood characteristic of the shopping center.

KPFF provided structural engineering for this five-story 530-stall parking garage, office, and retail structure. This mixed-use structure includes a 225,000-SF garage and 6,500 SF of steel-framed retail/office space. The garage structure consists of post-tensioned slabs and girders and utilizes a foundation system of augercast concrete piles. The structure was also designed to accommodate a future conversion from parking to retail on a portion of the second floor. The first level of the garage structure is all retail. The second level contains a medical clinic and a restaurant. An express ramp is utilized to move vehicles up to the second level to free up the ground level for commercial use.

This project demonstrates our ability to blend retail, a medical clinic, and parking in an urban center while prioritizing user comfort and integration into the local context.

TEAM MEMBERS

KPFF

DELIVERY METHOD

Design-Bid-Build

OWNER

University Village LP

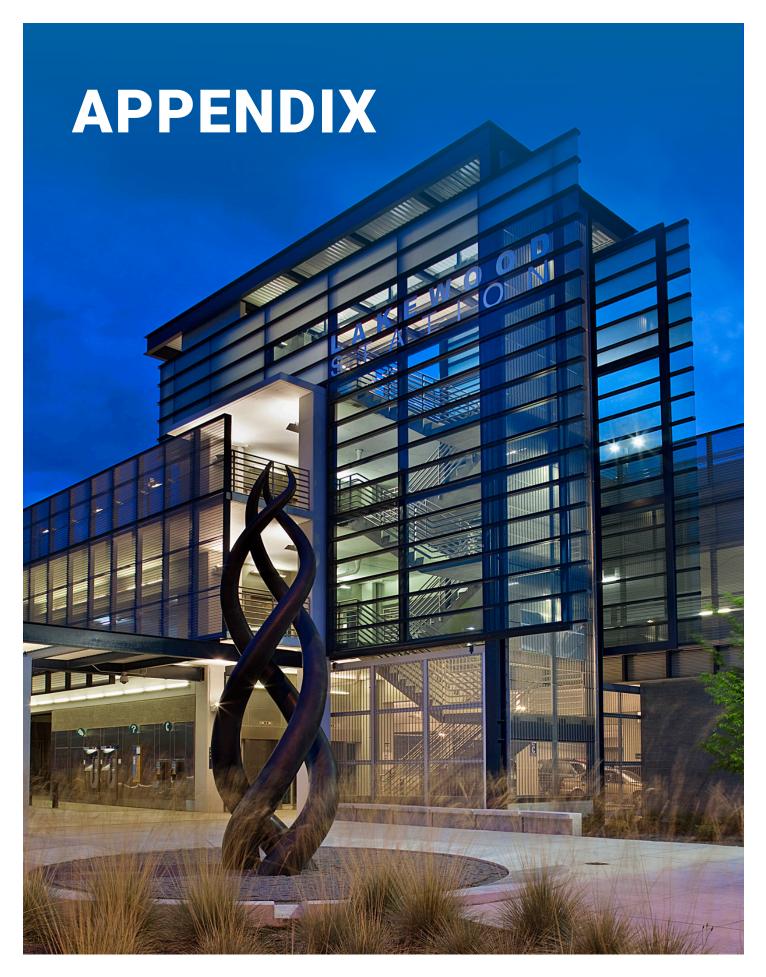
YEAR

2013

REFERENCE

Susie Plummer, Executive Vice President University Village Partnership 206.523.0622 susie@uvillage.com











Principal Engineer of Record

Role

As the Prime Principal-in-Charge and Structural Engineer of Record, Judsen will oversee the overall design and construction process for all team members, support Ashley Thompson (Project Manager), and ensure the structural systems meet performance, budget, and code requirements. Judsen will be responsible for the entire project schedule as well as working with the CM/GC to deliver the project on time and on budget.

Years of Experience 26 Years

Education

MS, Structural Engineering Washington State University

BS, Civil Engineering Washington State University

Registration

Structural Engineer (SE) Idaho #12033

Professional Engineer (PE) Idaho #12033

Also licensed in UT, MT, NV, OR, TX, CA, WA, CO, OH, WY, AZ

Judsen WilliamsPE. SE

PRIME PRINCIPAL-IN-CHARGE STRUCTURAL ENGINEER OF RECORD

"I am passionate about this project because as a local Boise resident I am proud to be impacting our community and shaping our downtown positively now and for future generations. I am also an avid YMCA member and bike rider and will be using this facility to its fullest!"

Judsen Williams founded KPFF's Boise office in 2006 and has been working with CCDC for over 15 years. With past experience as the Prime Principal for the Front Street Garage in downtown Boise and many CCDC parking garage repair projects, Judsen has a well-rounded perspective to guide the design team through a successful project in support of CCDC's objectives. Over his career spanning 26 years in the practice of structural engineering, Judsen has developed a passion for working with highly collaborative design and construction teams and enjoys engaging and assisting in all aspects of the project from start to finish. With a broad range of project experience in downtown Boise, Judsen has the ability to support the client and project needs while proactively solving issues in advance.

Relevant Experience:

Block 68 Development Concept Design, Boise, ID Principal-in-Charge Judsen led the structural design of the proposed Block 68 South Multi-Modal Garage and Housing Tower at the 10th and Jefferson project site. The project advanced to approximately 50% Construction Documents. The project included ground floor mixed use activation with a potential child care and clinic, 6-story parking structure and senior focused housing above.

Front Street Garage, Boise, ID Prime Principal-in-Charge Judsen led the prime design and structural engineering for a 2-bay, 8-level parking structure in downtown Boise with a 250-room hotel wrap around the front and side. The garage included a tall first story with an express ramp to accommodate hotel lobby spaces and a hotel drop-off on the first level. Vehicular access control was coordinated for several different uses of the garage.

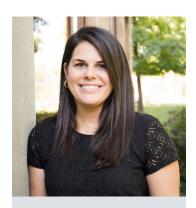
CCDC Structural Engineering On-Call, Boise, ID Prime Principal-in-Charge KPFF has provided on-call structural engineering services for CCDC since 2010. Past work has included support for the downtown garage waterproofing program, assessment and review of all garages in support of the 5-year CIP, garage repair and rehabilitation, deferred maintenance, and analysis of existing buildings for vehicle access and expansion capabilities. Judsen also helped workshop suicide prevention strategies for implementation on CCDC garages, including the design of suicide prevention fencing at the roof level for the 9th and Front Garage.

11th + Idaho, Boise, ID Principal-in-Charge Judsen led the structural design of the 11th and Idaho mixed use building located at the corner of 11th and Idaho in downtown Boise. The project included 9-stories of mix use office, a highly activated ground floor with retail and streetscape design on 11th Street. The project was designed to integrate with the downtown Cherie Buckner-Webb Park.

Nampa Library Square and Parking Structure, Nampa, ID Principal-in-Charge Judsen led the structural design of the downtown Nampa Library Square project in downtown Nampa, Idaho. The project included a new main public library, a new central public square and a public parking garage. The design of the entire block was thoughtfully designed to compliment the library use as well as create a transformation project for future growth in this part of the downtown area.







Associate Senior Project Manager

Role

As the Prime Project Manager and Primary Point of Contact, Ashley will be CCDC's design team leader, facilitating communication with AHJs, communicating project progress and updates, and empowering all subconsultants.

Years of Experience

11 years

Education

MS, Structural Engineering MS, Human Centered Design University of Washington

> BS, Engineering BA, Romance Languages University of Georgia

Registration

Structural Engineer (SE) Idaho #17214

Professional Engineer (PE) Idaho #17214

> Also licensed in UT, WA, CA

Ashley Thompson

PE. SE

PRIME PROJECT MANAGER PRIMARY POINT OF CONTACT

"As a Boise resident, mother, and user of the YMCA, I look forward to creating a community hub, creating a safe and inspirational space where parents feel confident dropping their children off at each day, and a improving the fabric of our city."

Ashley is a mixed-use project specialist and experienced project manager who finds joy in designing community spaces. With Masters' degrees in structural engineering and human centered design, she sees this parking facility as more than just a garage – it is a resource connecting families to the YMCA, an access point for community members to engage in the Westside District, and an opportunity to add art and color to this part of downtown. Ashley enjoys finding ways to achieve performance criteria while meeting aesthetic and budget targets. She engages proactively with design and construction teams to pull potential problems into the spotlight so that the team can solve them early and avoid issues in the field.

Relevant Experience:

Wilson Street Apartments, Boise, ID Project Manager The Wilson Street Apartments leverage a public-private partnership to provide affordable housing along CCDC's State Street Corridor. The five-story building includes four levels of wood-framed residential units over a post-tensioned podium parking structure. The ground floor offers 87 parking spaces, 104 bike spaces, a leasing office, a daycare, and a playground.

New Path 2, City, ST Project Manager New Path 2 offers 96 units of permanent supportive housing for people experiencing chronic homelessness in Boise. The 90,000-sf building has five levels of woodframed apartments over concrete podium parking. Supportive services and amenities for residents are offered on the first and second floors, including an outdoor courtyard.

Denton Mixed-Use, Boise, ID Project Manager The Denton Mixed-Use project brings 193 affordable apartments to Boise's Liberty Park neighborhood. The five-story building includes one level of parking below four levels of apartments. Ground floor space originally slated for offices will be built out as a 2,400-sf daycare after listening to community feedback about highest priority needs. The location allows residents to take advantage of the neighboring Liberty Park, public transit access, healthcare facilities, and the Community Center.

Parkway Station, Boise, ID* Project Manger Parkway Station is adjacent to the Boise River and the central pedestrian and bike pathway of the Greenbelt that runs up and down the river. This 6-story mixed-use development is comprised of a range of multifamily unit sizes, a central 2-story parking structure, and 4,000-sf commercial space.

Union 93, Meridian, ID* Project Manger 7-story mixed-use project with 2 levels of parking and 360 residential units above, including studio, one-, and two-bedroom units. Amenities include bike storage, bike rentals, rooftop patio, business center, fitness room.

Jules on 3rd, Boise, ID* Project Manager 8-story mixed-use project with 173 apartment units, 400 parking spaces, retail, and commercial space in downtown Boise with 3 levels of structured parking.

Thomas Logan Mixed-Use, Boise, ID* Project Manger Downtown Boise urban core project with ground street activation. Pivot North was the architect and the project used a CM/GC delivery method.

The Lucy Mixed-Use, Boise, ID* Project Manger Downtown Boise urban core project with ground street activation. Pivot North was the architect and the project used a CM/GC delivery method.

*projects performed with previous employer.







Design Principal

Role

As the Design Principal, Sara will focus her efforts on ensuring that the parking structure design and layout is the most efficient and cost-effective for the 10th & Jefferson site. She will draw on her national experience to bring innovative ideas in the early phases of the project.

Years of Experience

29 Years

Education

BS, Civil Engineering Princeton University

Registration

Structural Engineer (SE) WA, OR, MO

Professional Engineer (PE) WA, UT, HI

Sara Roberts PE. SE

ODETTS STRUCTURAL DESIGN PRINCIPAL

"Helping Owners achieve their goals to create and enhance community is my passion. We do this through our designs that shape and create the built environment that we all live, work, and play in."

Sara Roberts has 29 years of engineering experience providing structural engineering services for a variety of public and private clients. Since 2000, she has played a central role in the delivery of structured parking facilities and vehicle-processing structures. Sara has led numerous parking garage projects through project delivery – from initial programmatic and siting studies, to design and construction. She has designed over 17,000 stalls of parking, representing 6 million square feet of built parking, including long-and short-span, freestanding, and above- and below-grade structures.

Relevant Experience:

Front Street Garage, Boise, ID Design Principal KPFF provided functional parking planning, structural engineering, and prime design services for a 2-bay, 7-level parking structure in downtown Boise, with approximately 540 stalls. The structure has a hotel wrapped around the front and side of the parking structure. The garage included a tall first story with an express ramp to accommodate hotel lobby spaces and a hotel drop-off on the first level. Vehicular access control was additionally coordinated for several different uses of the garage.

Mount Vernon Library Commons and Parking Garage, Mount Vernon, WA Structural and Parking Functionality Principal KPFF provided structural engineering and functional parking design for a 3-story (4-level) facility with approximately 270 parking spaces to serve the first floor Library and Community space, as well as general public parking to support downtown business and tourism. The project included an express ramp to provide parking above the tall first story that accommodates the Library Commons for the community. The facility completes the vision laid out in the City's master Plan to create a more pedestrian-oriented downtown core, that encourages businesses, commerce, and tourism.

Sound Transit, Puyallup Station Parking & Access Improvements, Puyallup, WA Principal-in-Charge As the overall consultant design lead, KPFF managed the design, permit, and construction of this 2-bay, 5-level post-tensioned concrete garage. KPFF also provided structural engineering and functional parking design services for this parking structure at an existing commuter rail station. Challenges included siting the garage on a small site to maximize efficiency, as well as incorporating a pedestrian bridge to the parking structure to safely move pedestrians from the garage to the rail platforms.

Sound Transit, Federal Way Link Extension, Federal Way and Kent, WA Structural and Parking Functionality Principal KPFF provided structural engineering and functional parking design services for 3 post-tensioned concrete parking garage structures: The Kent/Des Moines garage is 4 levels with 500 parking stalls; the Star Lake garage is 5 levels with 1,100 parking stalls; and the Federal Way Transit Center garage extension is 5 levels with 350 parking stalls. This expansion included extensive coordination with the City, Owner, and design-builder to maintain existing garage operations. KPFF's scope also included modifying and reusing part of the existing garage cladding as well as design of the vehicle restraint systems for all 3 garages.







Associate

Role

As Lead Parking Designer,
Jackie will provide functional
parking planning to maximize
the efficiency of our garage
layout and number of stalls, as
well as support the layout of
ramping and structure to ensure
a cohesive design. She will
implement CCDC and City of
Boise parking standards along
with her knowledge to ensure
that the garage maximizes
occupant use and comfort.

Years of Experience

20 Years

Education

MS, Civil Engineering University of Washington

BS, Civil and Environmental Engineering University of Michigan

BS, Architecture University of Michigan

Registration

Professional Engineer WA

Jackie Celin PELLEED GREEN ASSOCIATE

PARKING DESIGN

"I am passionate about this project because of its community-focused approach. As a designer, it is so fulfilling to be involved in projects like this that make a real impact on the places people live and work through Transit-Oriented Development, promoting sustainability, and supporting wholistic ways of living."

With 20 years of experience, Jackie brings her architecture and structural engineering background to her focus in structural parking functional layout and design. By utilizing a keen understanding of the integral nature of the structural layout and the parking geometrics, she designs facilities to be efficient, user-friendly, and cost-effective while keeping user safety at the forefront of the process. She develops functional parking layouts that optimize the size, configuration, and height of each garage's parking program requirements, in coordination with the structural system and the architectural vertical transportation, egress, and ancillary support space needs. Jackie has worked with public agencies, local jurisdictions, private companies, and their stakeholders, matching structural efficiency with functional parking layout, space planning, and the client's goals.

Relevant Experience:

Front Street Garage, Boise, ID Functional Parking Planner KPFF provided functional parking planning, structural engineering, and prime design services for a 2-bay, 7-level parking structure in downtown Boise, with approximately 540 stalls. The structure has a hotel wrapped around the front and side of the parking structure. The garage included a tall first story with an express ramp to accommodate hotel lobby spaces and a hotel drop-off on the first level. Vehicular access control was additionally coordinated for several different uses of the garage.

Mount Vernon Library Commons and Parking Garage, Mount Vernon, WA Functional Parking

Planner/Designer KPFF provided structural engineering and functional parking design for a 3-story (4-level) facility with approximately 270 parking spaces to serve the first floor Library and Community space, as well as general public parking to support downtown business and tourism. The project included an express ramp to provide parking above the tall first story that accommodates the Library Commons for the community. The facility completes the vision laid out in the City's master Plan to create a more pedestrian-oriented downtown core, that encourages businesses, commerce, and tourism.

Sound Transit, Puyallup Station Parking & Access Improvements, Puyallup, WA Functional Parking Planner/Designer As the overall consultant design lead, KPFF managed the design, permit, and construction of this 2-bay, 5-level post-tensioned concrete garage. KPFF also provided structural engineering and functional parking design services for this parking structure at an existing commuter rail station. Challenges included maximizing efficiency on a small site and incorporating a pedestrian bridge to the parking structure to safely move pedestrians from the garage to the rail platforms.

UW Bothell/Cascadia College West Garage, Bothell, WA Functional Parking Planner/Designer KPFF provided structural engineering and functional parking design services for construction of a 600-stall parking garage. The structure is 4 levels above grade, and one-half level partially below grade, with a concrete post-tensioned floor system and concrete shear walls. KPFF achieved the College's parking program by proposing a slightly longer parking structure to consolidate all function into one facility instead of into a separate parking garage and surface lot originally requested by the College. This added tremendous value to the project, supporting the College's parking program in a slightly expanded garage structure, rather than in both the original proposed garage and an associated surface parking lot, which added tremendous value to the project.





Associate

Role

As the Prime Quality Assurance
Manager, Jeff will focus on the
overall quality and coordination
of the entire team's documents
throughout the entire design
phase. He will focus his efforts
on interdisciplinary coordination
to ensure biddable and
constructible documents.

Years of Experience

16 Years

Education

BS, Structural Engineering Ohio State University

> BS, Architecture Ohio State University

Registration

Professional Engineer WA

Jeff Lehman

PE

PRIME QUALITY ASSURANCE

"I am excited to offer my expertise in and passion for interdisciplinary quality management so that as a team, we can deliver the best neighborhood-focused project for this site that meets and exceeds CCDC's expectations, which begins by developing a well-defined scope that addresses all of the stakeholder's multi-use goals and produces a safe, user-friendly, and desired resource for the community."

With 16 years of experience, Jeff has worked with a range of private entities and public agencies. He has provided project design management and quality auditing support for diverse discipline teams for project phases spanning from early feasibility studies to final design and construction. Jeff has managed large consultant teams for the construction of a consolidated rental car facility, and design of a ferry terminal, as well as provided management for both large private design and construction projects and public A&E on-call contracts covering design and demolition projects for numerous types of transit facilities.

Relevant Experience:

Sound Transit, Puyallup Station Parking & Access Improvements, Puyallup, WA Prime Design

Manager & Quality Assessor As the overall consultant design lead, KPFF managed the design, permit, and construction of this 2-bay, 5-level post-tensioned concrete garage. KPFF also provided structural engineering and functional parking design services for this parking structure at an existing commuter rail station. Challenges included siting the garage on a small site to maximize efficiency, as well as incorporating a pedestrian bridge to the parking structure to safely move pedestrians from the garage to the rail platforms. Quality review was performed at each milestone of this project, which was broken up into seven design packages to help support the contractor driven phased construction approach.

Skagit Transit, Maintenance, Office and Administration (MOA-2), Skagit County, WA Prime Project Manager & Quality Reviewer KPFF is providing prime, structural, and civil design services for the agency's new maintenance, operations, and administration facilities. The project includes a complete overhaul and reprogramming of an existing 70,000 SF building to house maintenance, operations, and admin functions; design of a new 7,000 SF fuel and wash building; and extensive site updates to provide vehicle and bus parking, circulation, and updated site utilities and infrastructure to support the expansion. Jeff was responsible for the interdisciplinary coordination reviews at various milestones for the project, ensuring that the team was meeting the minimum milestone requirements; accurately coordinating placement and routing of major utilities, heavy equipment and project elements; and in general conformance with the project scope of work.

Transit Agency On Calls, Various Locations Prime Project Manager & Quality Reviewer Jeff regularly provides prime consultant management and quality review to transit agencies in support of various on calls that serve the various needs of each agency, including transit oriented development due diligence support; maintenance/operations/facilities design and upgrades; conceptual planning and feasibility studies for proposed facility updates; and construction management oversight. He was responsible for interdisciplinary and quality reviews of individual task deliverables, ensuring conformance to the scope of work and the project requirements, as well as general coordination between various discipline elements.

Port of Seattle, SEA Airport Consolidated Rental Car Facility (RCF), SeaTac, WA Prime Project Manager KPFF provided extensive prime consultant project management during construction of the SEA Airport Consolidated RCF. Jeff's work over three and a half years of construction included full-time management of a thirteen-discipline consultant team through construction of the facility, including the coordination, interdisciplinary review, and issuance of a substantial number of owner-requested and field-driven changes.







Architect of Record

Role

As the Architect of Record, Gary will focus on the architectural design, including implementation of aspirational architectural elements and project integration with the neighborhood fabric.

Years of Experience

25 Years

Education

Bachelor of Architecture Washington State University

BS, Architecture Studies Washington State University

Registration

Registered Architect Idaho #984526

Also licensed in MT, NV, OR, WA

Gary Sorensen AIA, NCARB, LEED AP BD+C

ARCHITECTURE

"I am passionate about this project because, I believe it is a unique opportunity to integrate a mixed use parking garage into the heart of downtown that encourages human interaction and provides an example to future developments of how to incorporate quality architectural design into a parking garage."

Gary's experiences have included a broad range of building and client types. From designing and overseeing construction of challenging renovations and remodels for the U.S. Federal Government and Courts system, to project management of a large replacement hospital, and designing multifamily and mixed use projects of all scales.

Relevant Experience:

Front Street Garage, Boise, ID

Principal Architect 541-stall parking garage in downtown Boise. Public-Private Partnership with CCDC & The Car Park.

Block 68, Boise, ID

Principal Architect Urban mixed-use with parking garage. Facilitation and coordination of Entitlements process.

Block 69, Boise, ID

Principal Architect Urban mixed-use affordable housing project with parking garage.

St. Luke's Magic Valley MOB and Physician Parking Garage, Twin Falls, ID*

Principal Architect Planning for a 100,000-sf medical office building with a parking garage.

St. Luke's 1st Street Parking Garage, Boise, ID*

Principal Architect Planning for a new patient parking garage.

St. Luke's Children's Pavilion and Parking Garage, Boise, ID*

Principal Architect Planning for a 90,000-sf pediatric medical office building with below grade parking garage.

St. Luke's COSM Parking Garage, Boise, ID*

Principal Architect Planning for a new patient parking garage.

St. Luke's South Nampa Clinic, Nampa, ID

Principal Architect 20,000-sf family medicine and urgent care clinic. Includes clinic exam rooms, procedure rooms, staff core areas, imaging rooms and support spaces.

St. Luke's Fruitland Hearing & Balance Clinic, Fruitland, ID

Principal Architect Clinic tenant improvement of 4,500-sf includes exam rooms, audiology booths, lab, waiting area, rehabilitation gym and support spaces.







Architectural Project Manager

Role

As the Architectural Project Manager, Stephanie will lead all aspects related to architecture as well as stakeholder coordination.

Years of Experience

10 Years

Education

Master of Architecture University of British Columbia

Bachelor of Architecture University of California Los Angeles

Registration

Registered Architect NV

Stephanie Tanis AIA, NCARB, NCIDQ, LEED GA

ARCHITECTURE STAKEHOLDER ENGAGEMENT

"I am thrilled about the chance to influence and help shape the future of downtown mixed-use parking garages, focusing on human-centered design. I recognize the critical need for environments that meet the diverse needs of our community, from children to seniors. I'm passionate about crafting spaces where safety is paramount—areas where families can navigate with ease, where accessibility is considered for those with disabilities, and where the overall design contributes to a sense of community and well-being."

Stephanie is a licensed Architect, a certified NCIDQ Interior Designer and is a talented Project Manager with a diverse and well developed skill set. With a passion for design, sustainability and a drive to create unique spaces through collaboration, Stephanie is a proven leader with experience in a wide variety of project types including education facilities, multi-family, hospitality, commercial and adaptive re-use.

Relevant Experience:

8th & River, Boise, ID

Senior Project Manager 13-story mixed-use building in downtown Boise with 300 public parking stalls as well as an additional 64 stalls for private residences located on the top floor.

Block 68, Boise, ID

Senior Project Manager Urban mixed-use with parking garage. Facilitation and coordination of Entitlements process.

Block 69, Boise, ID

Senior Project Manager Urban mixed-use affordable housing project with parking garage.

Idaho Outdoor Fieldhouse, Boise, ID

Senior Project Manager 46,000-sf campus on over 7 acres with ample on-site parking. This facility operates as a training facility and service hub for Mission43 and the Challenged Athletes Foundation.

Idaho Outdoor Fieldhouse - Hyperbaric Oxygen Therapy, Boise, ID

Senior Project Manager 4,000-sf facility which supplies the largest hyperbaric chamber in the United States. This space also includes a medical office, lobby and support spaces.

Idaho Outdoor Fieldhouse - Housing, Boise, ID

Senior Project Manager 9,800-sf includes exterior gathering space and covered walkway as well as 6 single unit modules and 2 quad/family units and a commons and laundry space.

Northwest Nazarene University Nursing & Student Services, Nampa, ID

Senior Project Manager Programming and re-use planning of 34,000-sf Student Commons facility to include College of Nursing, and College of Engineering.

Boise Library, Boise, ID

Senior Project Manager Developed the program and conceptual designs for a new central library in downtown Boise, emphasizing stakeholder engagement to define functional spaces for various demographics, while focusing on sustainability, accessibility, and urban integration.







Principal Civil Engineer

Role

As a Professional Engineer and Principal at the Land Group, Jason will be responsible for the utilities coordination and stormwater engineering scope of this project.

Years of Experience

25 Years

Education

BS, Civil Engineering Colorado School of Mines

Registration

Professional Engineer Idaho #10961

Also licensed in UT, OR, WA, NV, MT

Jason Densmer

PE. ASCE

UTILITIES COORDINATION STORMWATER ENGINEERING

"This project has the ability to transform the urban landscape into a vibrant, pedestrian-friendly space that fosters connection and liveliness. The 10th & Jefferson Parking Facility will serve as a cornerstone for Boise's downtown, blending innovative design with thoughtful integration to create a space that elevates the community experience."

Jason brings over 25 years of civil engineering expertise in land development for commercial, residential, and public works projects. He has been the lead engineer for many projects at The Land Group. His skills, commitment and work ethic help him to successfully complete projects within their costs and deadlines. Jason has handled all aspects of site civil and land planning projects including commercial developments, roadway design, residential subdivisions, and public utility expansions.

Relevant Experience:

Downtown YMCA/Block 68N Redevelopment, Boise, ID Principal Civil Engineer Full civil and LA site design, including entry plaza and streetscapes per downtown Boise standards. Coordination with new developments on adjacent blocks. The project is sited directly adjacent to the proposed 10th and Jefferson Parking Facility.

Front Street Garage, Boise, ID Principal Civil Engineer Public parking garage with attached 140-room hotel along Front St. The garage is a concrete parking structure, approximately 7-8 stories with no below grade parking and 650-700 stalls. Project was subsequently condominiumized to meet ownership requirements.

LOCAL Boise, Boise, ID Principal Civil Engineer This urban infill development transformed an existing parking lot into a seven-story mixed-use residential building featuring 249 units and ~8,000-sf of ground-floor retail space. Adjacent to the building is a six-story parking structure offering 360+ stalls.

Jules on 3rd Apartments, Boise, ID Principal Civil Engineer This eight-story mixed-use development offers 173 upscale market-rate apartments with covered interior parking. The building features over 3,000 square feet of ground-floor retail and premium resident amenities, including a rooftop pool, sundeck, and outdoor kitchen with grills and fireplaces. The project was condominiumized for ownership transfer of the garage separately from the apartments and retail.

VERVE Boise, Boise, ID Principal Civil Engineer This three-story student housing project combines an 87,500-sf garage featuring indoor bike storage with 2,375-sf of retail, 9,000-sf of amenities and 175 units. Key features include a resort-style pool with cabanas and an outdoor kitchen with grilling stations, a courtyard with fire pits.

Capitol Blvd Streetscape Improvements, Boise, ID Principal, Civil Engineer Upgrade the signature entrance street to Boise's downtown from the Boise River to Myrtle Street with new streetscapes, stormwater infrastructure and some utilities. Replace pedestrian facilities for safety and ADA-compliance, add sidewalk bulb-outs and enhance the Fulton Street crosswalk for better downtown connectivity. Replace the Capitol/River traffic signal and add a pedestrian signal at Capitol/Fulton. Improvements blend sustainability with Boise's unique character.







Principal Landscape Architect

Role

As a Landscape Architect and Principal at The Land Group, Bob will be responsible for the landscape architecture and urban design scope of this project.

Years of Experience

20 Years

Education

Master of Landscape Architecture North Carolina State University

BS, Resource Recreation & Tourism University of Idaho

Registration

Registered Landscape Architect Idaho #16795

Bob Schafer PLA, ASLA

LANDSCAPE ARCHITECTURE URBAN DESIGN

"This project embodies my dedication to creating walkable, community-focused spaces that enhance the character of downtown Boise. With over 20 years of experience in design and natural resource management, I value the opportunity to collaborate on projects that integrate engaging pedestrian experiences with a thriving urban environment."

Bob's twenty years of experience in design and natural resource management encompasses a wide range of projects including parks and recreation planning, campus design, subdivision landscape design, master planning and multi-family housing. Bob's role with the Land Group includes design and project management, working throughout the design process from conceptual design to preparation of construction documents and obtaining project approvals. Bob brings a strong resource conservation ethic to his projects. Bob believes in a team-oriented approach to solving design challenges and enjoys daily collaboration with owners, consultants, contractors, and agencies.

Relevant Experience:

Downtown YMCA/Block 68N Redevelopment, Boise, ID Landscape Architect Full civil and LA site design including entry plaza and (2) downtown Boise streetscapes. Coordination with new developments on adjacent blocks. Project is sited directly adjacent to the proposed 10th and Jefferson Parking Facility.

Front Street Garage, Boise, ID Landscape Architect Public parking garage with attached 140-room hotel along Front St. The garage is a concrete parking structure, approximately 7-8 stories with no below grade parking and 650-700 stalls.

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The Vanguard, Boise, ID Landscape Architect The Vanguard, an eight-story building designed to connect historic downtown Boise with the Central Addition neighborhood, offers 75 market-rate housing units targeted at students and young professionals. The site design integrates café seating buffered by board-formed concrete planters along Front Street, while the project blends modern living spaces with thoughtful streetscape improvements and civil engineering solutions to enhance downtown circulation and neighborhood edges.

VERVE Boise, Boise, ID Landscape Architect This three-story student housing project combines an 87,500-sf garage featuring indoor bike storage with 2,375-sf of retail, 9,000-sf of amenities and 175 units. Key features include a resort-style pool with cabanas and an outdoor kitchen with grilling stations, a courtyard with fire pits.

St. Luke's Boise Medical Center Downtown Campus Improvement, Boise, ID Landscape Architect The Land Group provided comprehensive civil engineering, landscape architecture, and land surveying services for the St. Luke's Health System project, including site assessments, topographic surveys, and analysis of utilities, drainage, and ADA compliance to meet the requirements of a multi-party development agreement.







Principal Land Surveyor

Role

As a Professional Land Surveyor at The Land Group, Michael will be responsible for the surveying scope of this project.

Years of Experience

25 Years

Education

AS, Land Surveying Sierra College

Registration

Professional Surveyor Idaho #13550

Michael Femenia

SURVEYING

"The vision of this project resonates with my commitment to accuracy and efficiency in delivering precise boundaries and layouts. Through close coordination with clients, contractors, and property owners, I can help create a functional, community-focused space that integrates walkable infrastructure and enhances the neighborhood fabric."

Michael has 25 years of land survey experience. He is dedicated to providing clients with accurate and efficient boundary surveys, lot line adjustments, ALTA surveys and associated legal descriptions. Michael's experience in the construction area of surveying involves detailed inspection of civil and architectural drawings, coordination with clients, contractors, and property owners. Having spent the majority of his career in the field, but also exceptionally technologically capable, Mike has developed a forward-thinking approach to fulfilling client's requirements for completing large-scale projects while managing survey field crews. Mike's attention to detail and commitment to his projects ensures deadlines are met and clients are satisfied.

Relevant Experience:

Downtown YMCA/Block 68N Redevelopment, Boise, ID Land Surveyor Full civil and LA site design including entry plaza and (2) downtown Boise streetscapes. Coordination with new developments on adjacent blocks. Project is sited directly adjacent to the proposed 10th and Jefferson Parking Facility.

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St. Luke's Boise Medical Center Downtown Campus Improvement, Boise, ID Land Surveyor The Land Group provided civil engineering, landscape architecture, and land surveying services for the St. Luke's project, including site assessments, topographic surveys, and analysis of utilities, drainage, and ADA compliance.







Principal Electrical Engineer

Role

As Electrical Principal, Kyle will provide coordination, maintain the schedule, maintain the budget, and assist with the scope of work development for electrical systems. He will also guide the electrical engineering design, specification preparation, and code review. Kyle will lead the design and implementation of the EV and solar components.

Years of Experience

18 Years

Education

BS, Engineering, Electrical Specialty Colorado School of Mines

Registration

Professional Engineer Idaho #17703

Also licensed in CO, WY, WA, OR, NV

Kyle Olson

ELECTRICAL ENGINEERING

"I am excited to work on this parking garage design because it is a chance to create something functional and community-focused in downtown Boise. It is rewarding to be able to serve the community of Boise that is rapidly growing by consolidating parking and allowing for future growth and fun projects!"

Kyle joined CRA in 2006 and since that time has been involved in an array of aspects of electrical engineering from conceptual design and construction document assembly to performing construction administration on numerous projects. Combining a detailed mindset to provide a safe, sound, and flexible electrical system, while blending in creativity to provide the best end solution is Kyle's area of strength.

Relevant Experience:

Boise City Hall Parking Garage, Boise, ID

Electrical Principal

Micron, Boise, ID

Electrical Principal
South Parking Garage
North Parking Garage
Corporate Hangar and Office Space

City of Aspen Galena Plaza and Parking Structure Upgrades, Aspen, CO Electrical Principal

Park Meadows Mall Parking Deck Replacement, Lone Tree, CO Electrical Principal

Ada County Civic Center Parking Garage Sump Pump, Boise, ID Electrical Principal

The Broadmoor Hotel, Colorado Springs, CO

Electrical Principal

Parking Garage/Cart Maintenance Building Business Center Remodel

Children's Hospital Colorado, Aurora, CO

Electrical Principal

New Employee Parking Garage Staff Parking Garage Expansion

Boulder Community Health Parking Garage, Boulder, CO

Electrical Principal

Ada County Highway District Traffic Management Center, Boise, Idaho Electrical Principal

Idaho Department of Public Works New Pathology Laboratory and Office Building, Boise, Idaho Electrical Principal







Mechanical Engineer

Role

As Mechanical Project Manager,
Lilly will develop the mechanical
engineering design to align
with code requirements and
owner preferences, maintain
schedules and deadlines, and
coordinate the mechanical
design into the overall goals of
the project. She will also be an
integral part in the mechanical
representation on site and in
design.

Years of Experience

10 Years

Education

BS, Mechanical Engineering California Polytechnic State University

Registration

Professional Engineer Idaho #20608

Also licensed in CO, WY, UT, CA, WA, OR

Lilly Johnson

PE

MECHANICAL ENGINEERING

"This project is impactful to Boise as it is helps shape the growth of our downtown. Knowing I can support the design and construction of a project in my community that will help develop its future and support my neighbors in a responsible way makes it an exciting project to be a part of for me."

Lilly is a registered professional Mechanical Engineer with a decade of experience in mechanical consulting for a variety large-scale construction projects. Known for a strong work ethic, meticulous attention to detail, and a commitment to delivering energy-efficient mechanical systems that enhance building performance. A collaborative leader with a proven ability to guide multidisciplinary teams through every phase of construction, from early design to project completion. She is passionate about leading teams toward success through clear, concise communication, ensuring all stakeholders are aligned with project goals.

Relevant Experience:

St. Luke's Health System, Boise, ID

Mechanical Engineer

Construction Office (with existing parking structure)
Downtown Capital Improvements Project - Medical Office Building
Downtown Capital Improvements Project - North Tower
MSTI True Beam Modifications
CT Replacement

Boise State University, Boise, ID

Mechanical Engineer

Boise River Cafe Update

Material Science Building Level 1 Tenant Improvement Micron Center for Materials Science Research Exhaust

Ada County Courthouse Trial Court Administration Office, Boise, ID

Mechanical Engineer

Holland & Hart Remodel, Boise, ID

Mechanical Engineer

City of Meridian Police Station Northwest, Meridian, ID

Mechanical Engineer

City of Laramie Public Works Building, Laramie, WY

Mechanical Engineer Public Works Building including vehicle storage and maintenance spaces.

Intermountain Health Lutheran Replacement Hospital Parking Garage, Wheatridge, CO Mechanical Engineer

City of Nampa Fleet and Street, Nampa, ID

Mechanical Engineer

Vail Health Howard Head Sports Medicine Clinic, Breckenridge, CO

Mechanical Engineer







Principal Geotechnical Engineer

Role

As Principal Geotechnical Engineer, Elizabeth will be responsible for the geotechnical engineering scope of this project.

Years of Experience

Education

BS, Civil Engineering Boise State University

Registration

Professional Engineer Idaho #14898

Also licensed in WY, WA, MT, HI, UT, NV, OR

Elizabeth Brown

PE

GEOTECHNICAL ENGINEERING

"I am passionate about contributing to this transformative development that enhances downtown Boise's infrastructure and supports sustainable, multi-modal transportation. I will be able to use my expertise to address soil and foundation challenges, provide economical geotechnical design recommendations, and contribute to the overall success of this development."

Elizabeth is a Geotechnical Engineer with 19 years of experience performing geotechnical investigations and analysis, geohazards mitigation, and forensic investigations throughout the western United States. She has experience working on building, roadway and bridge projects of various sizes and in varied geographical and geological conditions. These projects have included shallow and deep foundation design, retaining and shoring wall system design, landslide repair, slope stability analysis, pavement design, dewatering systems, soft or unstable subgrade remediation, and storm water recommendations. Elizabeth has experience in project management, project quality control, cost and value engineering, and geotechnical constructability issues.

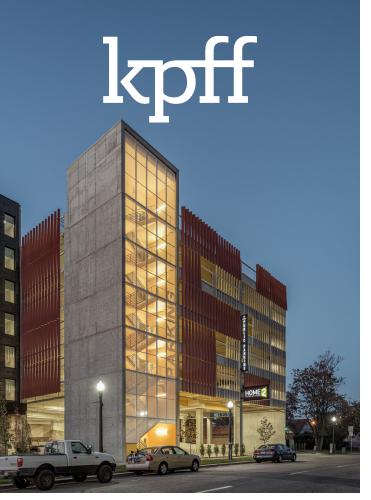
Relevant Experience:

Front Street Garage, Boise, ID Geotechnical Engineer Atlas performed a subsurface investigation to assess soil characteristics for foundation design, site drainage, earthwork, and pavement design. The site, located in downtown Boise, is underlain by Boise River alluvium with groundwater found at depths of 18.5 to 21.0 feet. Soil borings and lab tests revealed varying fill materials, lean clay, clayey sand, and poorly graded gravel with silt and sand. Recommendations include options for spread/continuous footings or drilled shaft foundations, rigid pavement sections with specified thicknesses, and guidelines for subgrade preparation, earthwork, and safe excavation practices.

Wilson Street Apartments, Boise, ID Geotechnical Engineer Atlas performed a geotechnical investigation for the design of a 5-story apartment structure with a concrete podium level parking garage. Oversaw the geotechnical investigation and analysis for the project. A series of test pits were advanced throughout the site to obtain subsurface soils and groundwater information. Borings were advanced to gather further soils information for the design of the structure. Provided consultation with the design team about the technical details of the project including foundation bearing recommendations that met the required settlement tolerances for the structure. Additionally, a shear wave velocity survey was performed for seismic site class determination. Provided flexible pavement design recommendations. Recommendations for infiltration facilities liner on the foundation side of seepage beds was provided.

VA Parking Garage, Boise, ID Geotechnical Engineer MTI/Atlas was part of the design team to provide a construction bid set of plans for a new parking garage structure. The structure is located within the hillside to the east of the existing emergency room. Borings were advanced as part of the geotechnical investigation to gather soils information to provide recommendations for the project. Concrete caisson design parameters were provided for the structure. A soil nail and shotcrete shoring system was designed to allow for excavation into the hillside for construction of the parking garage. Shoring and excavation layback was required for three sides of the structure. MTI/Atlas was involved in the project from design through construction.













KPFF Consulting Engineers

Project Management, Structural Engineering, Parking Planning

KPFF Consulting Engineers is a full-service structural engineering firm with 27 offices nationwide. Originally founded in 1960, KPFF established a Boise office in 2006 to better serve the needs of our Idaho clients. Since then, we have been honored to play a part in designing some of the most iconic buildings throughout the Mountain West.

Our dedicated team includes 25 engineers and two operations professionals. Utilizing connections within our entire firm of nearly 1,400 employees, we can create a critical mass of engineers required to accomplish projects of all sizes, budgets, and complexities. We operate with a philosophy of service based on teamwork, proactive communication, and commitment to excellence. We are not just engineers, but also partners to help you successfully achieve your mission.

Parking Garage Design

KPFF is a national leader in the design of parking structures. In the last 15 years KPFF has designed over 15 million square feet of parking, representing over 50,000 stalls, including long and shortspan, freestanding, and above and below-grade structures. To help achieve the owner's goals, we present various options that relate functionality, initial construction costs and long-term serviceability requirements.

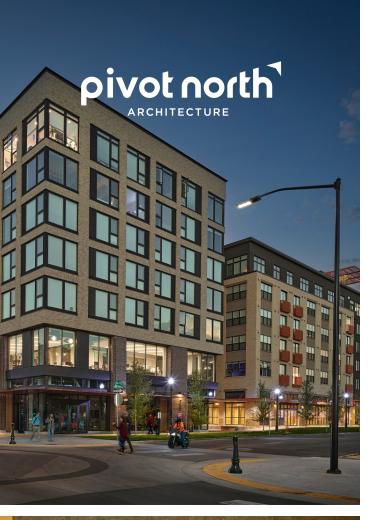
From our experience working as a prime consultant, part of a design team, and directly for contractors, owners, and private developers, we have gained key insights into the economics and special design requirements that make parking structures unique. Starting with functional planning through design, construction, and commissioning, we provide a single point of contact to agencies, owners, and developers looking to create cost effective and highly functional structures for the storage of vehicles.

Functional Parking Planning

KPFF's functional parking planning services mean that we work with you to realize the full potential of your structured parking system. We offer comprehensive consulting services that provide you with efficient, cost-effective, and user-friendly parking facilities.

We understand the importance of early planning and identifying expectations so that the facility is designed and built around your goals. During the initial conceptual design phase, we analyze the user group's typical behavior, vehicle maneuvering requirements, parking geometrics, structural systems, site selection, site and parking access, ramping configurations, and pedestrian circulation. By balancing the demands on the facility, we generate parking and structure layouts that are efficient and that facilitate intuitive and rapid traffic flow.

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







Pivot North Architecture

Architecture, Stakeholder Engagement

Pivot North Architecture was established in the fall of 2016 by architects John King, Clint Sievers, and Gary Sorensen. Together they bring decades of experience in a wide variety of project types including community, civic, multifamily, commercial, mixed-use, education, healthcare, and residential. Our team strives to provide exemplary service and to build lasting relationships with our clients, partners and the communities we serve through collaboration, transparency and dedication.

OUR TEAM

24 Professionals
12 Registered Architects
6 LEED Accredited Professionals
1 WELL Accredited Professional
1 Director of Building Information Modeling
1 Interior Designer

Our firm's deep understanding of the Boise area stems from completing over 25 projects in the downtown area, including several in partnership with Capital City Development Corporation (CCDC). This extensive experience has honed our knowledge of local codes, permitting processes, and community design standards. We excel at navigating the unique challenges of Boise's urban environment, ensuring seamless project execution. Our strong local relationships and proven track record make us a trusted partner for projects that require precision, creativity, and a deep commitment to the community.

Past and current successful projects in downtown Boise completed by this team include Front Street Garage, The Martha Workforce Housing, Thomas Logan Mixed-Use, The Lucy, Boise Fire Station 13, The Lively and Riverline (11th & Lee). In addition, our recent design and entitlements work on Block 68S and 69N has afforded our team a unique understanding of this project's site and stakeholder concerns, adding efficiency to the pending design and approval process.

116 South 6th Street Boise, ID 83702

208.690.3108

pivotnorthdesign.com











The Land Group

Urban Design, Utilities Coordination, Landscape Architecture, Surveying, Stormwater Engineering

About Us

The Land Group, Inc. is a multi-disciplinary design firm whose comprehensive service offerings are recognized for their accomplishments in planning, design, land development, and infrastructure expansions.

We believe that achieving our clients' project vision requires full utilization of our talented team's creative and technical resources. By working in collaboration with our clients, we strive to create a unified vision for each project and then apply all necessary resources to ensure successful execution. In doing so, we create sustainable built environments that blend progress and preservation to achieve the highest quality design.

Staff

Our unique mix of professionals enables The Land Group to provide a full range of services for projects of all types and sizes. The team's varied experience and talents are complemented by their professionalism and enthusiasm for working with clients to create successful developments. By assembling an in-house multi-disciplinary team that is specifically tailored to each project's needs, we fully integrate site engineering, site design and even project branding where needed. This allows our clients to enjoy a tightly integrated and finished design product, comprehensive construction administration to ensure quality implementation, all while avoiding the need for the client to take responsibility for coordinating designers from multiple firms. Our staff of professionals are familiar with projects ranging from small commercial pad development to large commercial, recreational, multifamily, and master planned developments.

History

Since its founding in 1988, The Land Group is focused on providing technically sound and cost-effective services to meet the individual needs of each project. Originally providing landscape architecture services, the firm has grown in response to client needs, now providing a full range of professional consulting services in Landscape Architecture, Civil Engineering, Planning, and Land Surveying.

Through decades, The Land Group has maintained a reputation for excellence in working with the opportunities and constraints inherent to all projects. We believe successful projects are possible regardless of the constraints when our team works in collaboration with our clients and the local jurisdiction. TLG has valuable experience from guiding projects through entitlement processes and meeting agency requirements at the local, state and federal level.

462 E Shore Dr, Suite 100 Eagle, ID 83616

208.939.4041

thelandgroupinc.com



Cator Ruma & Associates

Mechanical Engineering, Electrical Engineering

Cator, Ruma & Associates' parking/garage experience has involved both underground and above-ground structures. We have provided mechanical, electrical, and information technology (IT) design and construction administration services for mixed use/multi-story parking facility projects of a similar scope to what is outlined in the RFQ including the specifics of the desired program for ParkBoi, BikeBOI, and shelled out space for retail and day care facilities. Many of the structures have incorporated mechanical ventilation, snow melt systems, interior and exterior lighting packages, emergency egress lighting, security cameras, elevators, heliports, automatic parking gate systems, fire alarm systems, and more. Our experience in these areas will be useful in our approach for the desired services and basic qualifications of the project, our expertise covers the development of mixed-use parking in urban settings, experience with and knowledge of electrical vehicle charging infrastructure and the understanding of future code for fire safety relevant to vehicle charging stations and designing high-performance buildings with on-site solar power generation. We believe our familiarity with structured parking garage design and constructability and knowledge of best practices for parking structure design and operations would add value to the project.

> 420 S Orchard St, Suite 1238 Boise, ID 83705 208.343.3663 catorruma.com



Atlas

Geotechnical Engineering

Atlas has extensive experience in providing geotechnical engineering services for structures and parking garage developments in downtown Boise. With over 20 years of experience working in this area, Atlas has developed a deep understanding of the unique geological and hydrological conditions of the downtown Boise area. Our team has successfully completed numerous projects involving soil characterization, foundation design, site drainage, and pavement recommendations. We have a proven track record of addressing the challenges posed by varying fill materials, groundwater management, and subgrade preparation. Our long-standing presence in downtown Boise has allowed us to build strong relationships with local contractors and regulatory agencies, ensuring smooth project execution and compliance with all relevant standards. Atlas is committed to delivering high-quality geotechnical solutions that support the safe and efficient construction of structures in downtown Boise environment.

2791 S Victory View Way Boise, ID 83709 208.376.4748 oneatlas.com



Engineering opportunities.

412 E Parkcenter Blvd, Suite 200 Boise, ID 83706

kpff.com



REQUEST FOR QUALIFICATIONS DESIGN PROFESSIONAL SERVICES

10th and Jefferson Parking Facility

PROPOSALS DUE:

December 20, 2024 by 3:00 P.M. local time



November 20, 2024

Dear Respondent:

Capital City Development Corporation (CCDC) is seeking proposals from its on-call roster of Structural Engineering professionals to provide design services necessary to develop a mixed-use, multi-story public parking and mobility facility to be located at the intersection of 10th and Jefferson Street in Boise, Idaho.

Qualifications submittals must be delivered electronically prior to **3:00 p.m.**, **local Boise time**, **December 20**, **2024** to kwanner@ccdcboise.com. Submittals will be evaluated on the basis of qualifications as specified in this Request for Qualifications (RFQ). A selection committee will evaluate the submittals on the bases specified in this RFQ and may interview the top ranked companies.

CCDC reserves the right to reject any and all submittals, to waive any irregularities in the submittals received, and to accept the submittal that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of submittals does not obligate CCDC to award a contract. CCDC will pay no submission-related expenses incurred by Respondents. CCDC may cancel this process at any time prior to execution of a contract without liability.

A Mandatory Pre-Submittal Meeting will be held via ZOOM on December 4, 2024, at 2:00 pm local time. Information about the Pre-Submittal Meeting is provided in this document.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.

Kathy Wanner

CCDC Contracts Manager

Lathy Wanner

BOISE, ID 83702

208.384.4264



Request for Qualifications for Design Professional Services 10th & Jefferson Parking Facility – 1010 W. Jefferson St.

Capital Improvement Project

Submissions Due: 3:00pm MST December 20, 2024

Background

Capital City Development Corp. ("CCDC") invests resources in public amenities including public parking to attract and lower barriers for private development in its districts. The high cost of consolidating parking into structures continues to stymie redevelopment and contribute to the increasing price point of development downtown. CCDC's system of public parking garages ("ParkBOI"), particularly those at Capitol & Main and 9th & Main are examples of how structured parking can cultivate commerce, encourage high-quality land use, and contribute to a sense of place.

Despite multiple acres of surface parking lots on and around 1010 W. Jefferson Street, there is increasing demand for parking in the area to support current uses and near-term future growth, such as the new CapEd YMCA, currently under construction. CCDC desires to develop a structured parking garage with active ground-floor commercial space and a public secure bicycle storage facility ("BikeBOI") at 1010 W. Jefferson Street (the "10th & Jefferson Parking Facility") to support and encourage redevelopment of surface parking lots and other underutilized property in the vicinity. The 10th & Jefferson Parking Facility will provide convenient parking to the neighborhood, support multi-modal trips into and out of downtown Boise, and foster economic development and a sense of place.

State Street is one of the primary transportation corridors into downtown. Significant investment in bus rapid transit and transit-oriented development along this corridor is prescribed in the <u>State Street Corridor Transit Oriented Development</u> plan. ACHD will be implementing the Downtown Boise Implementation Plan, which anticipates new street cross-sections and public improvements on State Street, just north of the project site. It is expected that development intensity will continue to increase along this corridor, including the future redevelopment of privately owned surface parking lots along or near State Street.

CCDC's Rebuild 11th Street Blocks project included the construction of a protected, all ages and abilities bikeway providing a safe and convenient bicycle connection from Boise's foothills to the Boise River Greenbelt. The section of 11th Street streetscape and bikeway improvements adjacent to the project site was not completed in anticipation of planned redevelopment on the site. This project will complete that remaining portion of work on the east side of 11th Street from Jefferson Street north to the alleyway.

Project Objectives

To implement the goals of the Westside Urban Renewal District ("Westside District") Plan, continue to support and catalyze redevelopment, and expand ParkBOI, CCDC is seeking Statements of Qualifications from on-call design professional teams with relevant architectural and engineering expertise ("Design Team") to provide design services necessary to develop a



mixed-use, multi-story public parking facility. CCDC expects Design teams to include individuals or firms with expertise in structured parking facility planning, design, maintenance and operations. Design work is to begin immediately with construction contemplated to start in spring 2026.

CCDC's vision is to help the Boise community thrive in a sustainable economy where an exceptional built environment and excellent business opportunities are in perfect balance. CCDC works towards this vision by building attractive urban centers. The 10th & Jefferson Parking Facility will align with this vision with an active ground floor engaged with the adjacent street frontage, special attention to façade design, and aspirational architecture. Key objectives for the project include:

- 1. Expanding the ParkBOI parking system by providing a resilient and efficiently designed multi-level parking structure with a high user comfort factor.
- 2. Maximizing completed and planned public investments in transportation and mobility infrastructure in the Westside District by:
 - a. Integrating with plans for bus rapid transit and transit-oriented development on the State Street corridor, and
 - b. Thoughtfully incorporating the 11th Street Bikeway.
- 3. Increasing the economic activity and property values of this and surrounding properties.
- 4. Improving walkability and the pedestrian experience in the area and enhancing the neighborhood fabric with ground floor activation.
- 5. Utilizing sustainable, low-maintenance building practices and systems, including on-site rooftop solar power generation and electric vehicle charging infrastructure.

Project Description

The 10th & Jefferson Parking Facility will be located at 1010 W. Jefferson Street. The parcel (R1013004558) encompasses the southern half block bound by W. Jefferson Street, the alleyway between Jefferson and State streets, and 10th and 11th streets in Boise, Idaho, as depicted in Figure 1. The site is approximately 0.841 acres, with dimensions of approximately 300 feet by 122 feet. A 16-foot-wide public alleyway abuts the northern edge of the site, which will be widened by 2 feet on the north to 18 feet as part of the CapEd YMCA project.









The 10th & Jefferson Parking Facility project will create an engaging and comfortable pedestrian experience that enhances walkability, contributes to the authentic neighborhood fabric, and provides a shared mobility resource for the neighborhood. Desired program elements are described below. CCDC welcomes creative ideas for additional public amenities or spaces incorporated into the design at grade or within the structure itself, e.g., public plazas or playgrounds, observation/view areas, interactive art, etc.

Desired Program

- 1. ParkBOI: Approximately 350-450 parking stalls in a four- or five-story structure. The final stall amount will be determined following additional demand studies by the selected consultant team and selection and refinement of a design concept.
- 2. BikeBOI: An approximately 650 square-foot space on the ground floor providing secure public storage for 30 bicycles.
- 3. Retail Space: As much square feet of shelled out space intended for future active retail use on the ground floor as is practical. Approximately 5,000 square feet may be used as a medical clinic.
- 4. Day Care Facility: Approximately 12,000 square-foot shelled out space intended for future use as a day care facility including outdoor space required by code.

Scope of Work

The Design Team will be expected to provide design services necessary to take the project from concept to completion and perform the roles and responsibilities reasonably expected of a prime consultant including coordinating with project stakeholders and adjacent property owners. The Design Team will also support the selection of a Construction Manager/General Contractor ("CM/GC") early in the design process and collaborate with the selected CM/GC during design and construction.

Design Services

The Design Team will be required to develop up to three (3) design concepts, which incorporate the desired program and project objectives. The Design Team will work with the yet-to-beselected CM/GC to provide a qualitative and quantitative comparative analysis of the alternatives. including an opinion of probable cost, and present them in a work session to the CCDC Board of Commissioners. The Board of Commissioners will approve the preferred alternative. Working with CCDC and the CM/GC, the Design Team will advance the preferred alternative to final design. secure entitlements and public approvals, and provide design services during construction. The Design Team will assist with commissioning, project closeout, and provide record drawings to CCDC upon completion of the project.

Project Management & Stakeholder Coordination

The Design Team will advise CCDC regarding the feasibility of proposed timelines and preliminary budgets and regularly coordinate and communicate with CCDC. The Design Team will also directly coordinate with project stakeholders including, but not limited to, potential tenants or condominium owners, adjacent property owners, utility providers, the City of Boise ("City"), and Ada County Highway District ("ACHD"). The Design Team will also be in regular communication with and receive input and feedback from the ParkBOI operator, The Car Park.

208.384.4264



The YMCA anticipates their planned downtown facility on the parcel north of the alleyway adjacent to the project site will be under construction until November 2026. The Design Team will provide ongoing coordination with this project to ensure smooth delivery of both the 10th & Jefferson Building and this private development.

Project Budget

The project's hard costs are anticipated to be approximately \$28-\$30 million. CCDC will procure a CM/GC to assist in managing the budget and construction schedule. The CM/GC selection will be made concurrent with concept design and prior to selecting the preferred alternative. The Design Team will assist with the selection of the CM/GC.

Project Timeline

This preliminary schedule is included to provide an idea of the timeframe in which this project is expected to be completed. The interim deadlines are tentative and can be adjusted to fit realities of workflow and the team's schedule. This completion date is not based on hard deadlines tied to funding or other outside influences.

Activity	Duration	Deadline
RFQ Issued		November 20, 2024
Mandatory Pre-Submittal Conference		December 4, 2024 at 2 pm
Last Day for Questions		December 10, 2024
Questions Answered		December 13, 2024
Statements of Qualifications Due	4 weeks	December 20, 2024
CCDC Selection Process	3 weeks	January 8, 2025
Negotiate Fee and Execute Contract for Concept Design	3 weeks	January 26, 2025
Board Meeting: CM/GC Selection		March 10, 2025
Board Meeting: Concept Alternatives Work Session		April 14, 2025
Board Meeting: Concept Design Approval and execute contract for Design Development		May 12, 2025
Design Review Approval	8 weeks	July 2025
Design Development (60%)	12 weeks	September 2025
CM/GC 60% Cost Estimate	4 weeks	October 2025
Construction Drawings (95%)	12 weeks	January 2026
Final Construction Drawings	4 weeks	February 2026
Permitting/Bidding/GMP	10 weeks	April 2026
Board Meeting: GMP Approval		June 8, 2026
Construction Start		June 2026
Anticipated Construction Completion	16 months	October 2027



Project Approvals

The project approvals list is included to provide a preliminary idea of the approvals the Design Team will need to achieve.

- 1. CCDC
 - a. Concept Design Alternatives CCDC Board Work Session
 - b. Concept Design Selection and Approval CCDC Board Approval
- 2. City of Boise
 - a. Design Review Approval
 - b. PDS and Construction Permitting (i.e. Building, Electrical, Grading, etc.)
- 3. ACHD
 - a. Technical Review of Final Design Development Services
 - b. Right-of-Way Permit for Construction (by CM/GC)

Desired Services and Experience

With the opportunity to create a neighborhood landmark and shape the character of the project area, CCDC desires a Design Team with expertise in:

- Developing mixed-use parking garages in urban settings
- Experience with and knowledge of current electrical vehicle charging infrastructure and future code for fire safety related to electrical vehicle charging stations
- Designing high-performance buildings with on-site solar power generation
- Producing aspirational architecture and high-quality urban environments

CCDC expects responding Design Teams to be familiar with structured parking garage design and constructability, best practices for parking structure design and operations, and the City's modern zoning code. Design Teams should include an Architect of Record, an Idaho-licensed Civil Engineering firm, team members or additional firms or consultants with expertise in parking engineering and design, structural, electrical, mechanical, fire safety, geotechnical, and telecommunications.

Mandatory Pre-Submittal Conference

A mandatory pre-submittal conference will be held via **ZOOM** at 2:00 pm MST on **December 4.** 2024.

Join Zoom Meeting

https://ccdcboise.zoom.us/j/89727725329?pwd=5YQtHmOKau3QnUAZCLCDoiqA2KXLB5.1

Meeting ID: 897 2772 5329

Passcode: 452578

One tap mobile

+17193594580,,89727725329# US +12532050468..89727725329# US

208.384.4264



Request for Clarification or Questions

Questions, requests for clarification, or additional information should be addressed in writing to: Kathy Wanner, Contracts Manager, at kwanner@ccdcboise.com. Only questions received in writing will receive a response and the responses/answers will be distributed to all firms. The request must be received in writing prior to 5:00 pm MST December 10, 2024.

Response Instructions

Please submit your Statement of Qualifications to Kathy Wanner, CCDC Contracts Manager, at kwanner@ccdcboise.com no later than 3:00 pm MST December 20, 2024. Late submissions will not be considered.

SOQs cannot exceed twelve (12) pages in length, excluding cover page, cover letter, and team member resumes included in the Appendix. Company profile, resumes, and other general firm information is requested for the proposed team and sub-consultant partners and is to be included in the Appendix. In accordance with state law, information concerning rates and fees will not be considered in ranking the SOQs. The SOQ must include the following information, as it will be used to determine the best qualified Design Team for this project:

1. Cover Letter {5 pts}

Provide a one-page signed cover letter with introductory information. This letter should reference the RFQ by name, provide a concise summary of the Design Team's organization by firm and responsibility, identify the key individual who will be the Project Manager for this project (including their phone number, physical address and email address) and his/her relevant experience, and generally introduce CCDC to the parking facility design capabilities of the Design Team.

2. Project Approach {30 pts}

Describe how the Design Team will accomplish the complete Scope of Work. Are there any modifications the Design Team would propose to the scope, schedule, or budget to achieve success on this project? Highlight the competitive advantages that the Design Team offers. Show advantages that make this team the appropriate partner for the specifics of this project.

3. Project Team {10 pts}

Provide basic information about the composition of the Design Team. List each firm and/or individual who will be responsible for each of the following disciplines and include a brief description of their experience on similar projects: Project Management, Architecture, Parking Design, Urban Design, Structural Engineering, Mechanical Engineering, Electrical Engineering, Utilities Coordination, Stakeholder Coordination, Landscape Architecture, Surveying, Geotechnical Engineering, and Stormwater Engineering.

Provide an organizational chart that depicts the organization of the Design Team and the Design Team's relationship to CCDC, the CM/GC, and the local authorities having jurisdiction ("AHJ"). Identify the individual(s) who will be primary point(s) of contact.



4. Question and Answer {45 pts total}

Answer each of the following questions:

- 1. The Design Team will need to balance potentially competing design and operational needs and priorities of the mix of users intended for this project. How will you resolve conflicting priorities or design criteria?
- 2. Describe your ability to negotiate with AHJ and influential stakeholders to achieve the outcomes desired by a project owner.
- 3. Design is an iterative process. Describe how you receive and incorporate feedback and feasibility information from the owner, CM/GC, and stakeholders. What tools and strategies do you use? How do you keep all parties informed of design decisions that need direction or approval?
- 4. What is your favorite parking garage (anywhere) and why? Illustrate your answer with photo(s) that support your answer.
- 5. What would be your design inspiration for this project? This could include precedent or other garage or mobility facilities, concepts or themes, or specific design elements that excite you about this project.
- 6. Based on your expertise, describe the top five considerations that result in a highly functional garage.
- 7. How have you incorporated suicide deterrence strategies into prior parking garage projects?
- 8. Describe specific examples where you've had lessons learned from previous projects on improving the constructability of your design documents.
- 9. Specific to mixed-use parking structures, what are your best methods to realize cost savings?

5. Relevant Experience (30 pts)

Describe 3-5 projects (completed or in progress) that best represent the Design Team's relevant experience. List a client reference with current contact information for each project. Projects should showcase expertise in urban structured public parking with high aesthetic value, multi-use mobility, urban design, flexible urban retail space and streetscapes. Experience should include work with a CM/GC delivery method. Highlight projects with the same or similar teaming, if applicable.

6. Appendix

Provide resumes and company information in the Appendix for team members and subconsultant partners not listed in your firm's submitted proposal for the On-Call Design Professionals.

Resumes: Provide resumes of key personnel listed on the organizational chart. Resumes shall not exceed 2 pages per person.

Proposed Design Team and Sub-consultant partners company profile and general information shall not exceed 2 pages per firm.





Evaluation of SOQs

SOQs will be evaluated by a selection committee, which may include CCDC employees, partner agency staff, and/or consultants, based on the responses submitted. CCDC may conduct reference investigations and interviews to evaluate the Design Team's ability to perform the size and type of work anticipated and to determine the quality of the services being offered. By submitting a proposal, the Design Team authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Design Team will be evaluated based on the information described in this RFQ. The Design Team chosen as best qualified to provide the required services will be engaged under a Task Order in accordance with the firm's on-call contract with CCDC.

CCDC will not pay costs incurred in responding to this RFQ. CCDC may in its discretion cancel this process at any time without liability.

Thank you for your interest in meeting the needs of the agency and the citizens of Boise. We look forward to receiving your Statement of Qualifications.



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AGENDA BILL

Agenda Subject:

Approve Change Order No. 2 to the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Construction Contract with Wright Brothers, the Building Company, Eagle LLC

Date:

February 10, 2025

Staff Contact:

Megan Pape, Project Manager Kathy Wanner, Contracts Manager

Attachments:

- A. Resolution 1914
- B. Change Order No. 2

Action Requested:

Adopt Resolution 1914 approving Change Order No. 2 to the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Construction Contract with Wright Brothers the Building Company.

Background:

Since winter 2022, the Agency and The Land Group, Inc. have been working with partner agencies, the Boise City Canal Company, and adjacent property owners to develop a multi-use pathway that will connect users from 3rd Street to Broadway Avenue, providing a safe and convenient thoroughfare for cyclists and pedestrians. On May 21, 2024, the Agency issued a formal Request for Qualifications for the Boise City Canal Multi-Use Pathway Project (the "Project"), resulting in five pre-qualified contractors who were then invited to bid on the Project. The Agency received three bids, with Wright Brothers, The Building Company, Eagle, LLC ("Wright Brothers") submitting the lowest responsive bid.

At the August 28, 2024 Board Meeting, the Agency Board of Commissioners adopted Resolution 1891 awarding the \$2,385,935 contract to Wright Brothers; and authorizing a twenty percent contingency. Construction began September 27, 2024.

On January 24, 2025, the Agency's Project Engineer and Executive Director executed Change Order No. 1 in the amount of \$294,129.08 for certain changes to the scope of the Project, including: additional survey work; concrete and landscaping work due to design modifications; additional permitting fees; safety consultant fees; and additional materials fees for modifications on the western portion of the Project.

Board approval is needed today for Change Order 2 in the amount of \$337,765.63, as it amends the contract total to exceed the Board authorized contingency previously approved with

Resolution 1891. Change Order No. 2 directs Wright Brothers to incorporate the design and materials changes to the eastern portion of the project.

Due to circumstances beyond the control of Owner and Contractor that caused unforeseen delays, the Owner and Contractor have mutually agreed to the changes outlined in the attached schedule to keep the project moving forward. The changes add 62 days to the project.

Based on forthcoming additional design changes, winter weather conditions, and a tight timeframe to finish the work prior to the irrigation season, the Agency recommends authorizing an additional 20% contingency to address these anticipated construction conditions.

Original Contract Amount	\$2,385,935
CO 1	\$294,129.08
CO 2	\$337,765.63
Amended Contract Amount	\$3,017,829.71
Plus Board Authorized 20% Contingency	

Fiscal Notes:

Board adoption of Resolution 1914 will approve Change Order No. 2 in the amount of \$337,765.63 bringing the contract amount to \$3,017,829.71. The Agency's FY2025 budget has sufficient funds to cover Change Order No. 2 and additional contingency in the event that expenditure is needed.

Staff Recommendation:

Staff recommends that the Board adopt Resolution 1914 approving Change Order No. 2 plus the additional contingency for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project.

Suggested Motion:

I move to adopt Resolution 1914 approving Change Order No. 2 to the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Construction Contract with Wright Brothers the Building Company.

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 CHANGE ORDER NO. 2 TO THE CONSTRUCTION AGREEMENT BETWEEN THE AGENCY AND WRIGHT BROTHERS, THE BUILDING COMPANY, EAGLE, LLC, FOR THE BOISE CITY CANAL MULTI-USE PATHWAY, 3RD STREET TO BROADWAY AVENUE PROJECT; AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING ADDITIONAL CONTINGENCY FOR UNFORESEEN EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Agency Board of Commissioners adopted Resolution 1891 on August 28, 2024, approving a Construction Agreement with Wright Brothers, The Building Company, Eagle, LLC, for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project (the "Project") in the amount of \$2,385,935 plus twenty percent (20%) project contingency; and,

WHEREAS, Wright Brothers, The Building Company, Eagle, LLC, submitted Change Order Request No. 1 for certain changes to the scope of the Project, including additional survey work; concrete and landscaping work due to design modifications; additional permitting fees; safety consultant fees; and additional materials fees for modifications on the western portion of the Project; and,

WHEREAS, on January 24, 2025, the Agency's Project Engineer and Executive Director executed Change Order No. 1 in the amount of \$294,129.08 to amend the contract scope, consistent with the Executive Director's discretionary spending authority to use the contract contingency for unforeseen construction expenses; and,

WHEREAS, Wright Brothers, The Building Company, Eagle, LLC, submitted Change Order Request No. 2 for certain changes to the scope of the Project, including design and materials changes on the eastern portion of the Project; and,

WHEREAS, Change Order No. 2 in the amount of \$337,765.63 exceeds the Executive Director's discretionary spending authority approved by the Agency's Board of Commissioners with Resolution 1891; and,

WHEREAS, the Agency is requesting approval of Change Order No. 2 plus twenty percent (20%) project contingency for unforeseen construction expenses; and,

RESOLUTION NO. 1914 Page 1

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve Change Order No. 2 plus twenty (20%) project contingency and authorizes the Executive Director to execute same.

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

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

<u>Section 2</u>: That Change Order No. 2 to the Construction Agreement between the Agency and Wright Brothers, The Building Company, Eagle, LLC, for design modifications and materials changes to the eastern portion of the Project, attached hereto as EXHIBIT A and incorporated herein by reference is hereby approved.

Section 3: That the Agency Executive Director is authorized to execute Change Order No. 2 with Wright Brothers, The Building Company, Eagle, LLC, for THREE HUNDRED THIRTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-FIVE AND 63/100 DOLLARS (\$337,765.63), bringing the contract amount to Three Million Seventeen Thousand Eight Hundred Twenty-Nine and 71/100 Dollars (\$3,017,829.71), plus twenty percent (20%) contingency to address unforeseen construction costs if determined necessary in his best judgment; and further, is authorized to execute all necessary documents required to implement the actions contemplated by Change Order No. 2, subject to representations by Agency legal counsel that all conditions precedent to such actions are acceptable and consistent with the comments and discussions received at the February 10, 2025, Agency Board Meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of Boise City, Idaho, on February 10, 2025. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on February 10, 2025.

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:	By: Latonia Haney Keith, Chair
By: Lauren McLean, Secretary	

RESOLUTION NO. 1914 Page 2



CHANGE ORDER NO. 02

Project Name:

Boise City Canal Multi-Use Pathway

Project Location:

In RMOB, on the block bounded by Broadway, Front, 3rd and Main Street

Pursuant to Article 8 of the Standard Agreement between Owner, Capital City Development Corporation, and Constructor Wright Brothers, The Building Company dated September 3, 2024, the Owner and Constructor desire execute this Change Order to make changes to the Scope of Work and Time.

Description of Change:

The following changes includes the performance of the Work in accordance with the Exhibits attached herein and are hereby incorporated into the Contract for the above referenced project:

Change Order 02 in the amount of \$337,765.63 captures the eastern portion of work (STA 15+00 to 17+85) from ASI 02. These changes included a material change of the southern retaining wall due to the proximity of this project to the Idaho Power substation, which required alternate construction methods. This material change altered the originally proposed cast-in-place concrete wall and footings to a block wall design to avoid excavating too closely to or within Idaho Power's substation property. Due to circumstances beyond the control of Owner and Contractor that caused unforeseen delays, the Owner and Contractor have mutually agreed to the changes outlined in the attached schedule to keep the project moving forward. The changes add 62 days to the project.

The Contract Amount will change by execution of this Change Order:

Original Contract Amount: \$2,385,935.00
Previous Contract Change Order Amounts: \$294,129.08
Contract Sum Prior to this Change Order: \$2,680,064.08
Increased Contract Sum by Execution of this Change Order: \$337,765.63
Revised Contract Total: \$3,017,829.71

The Contract Time will be increased by sixty two (62) days. The date of Substantial Completion is October 30, 2025.

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

IN WITNESS WHEREOF, Owner, Architect, and Constructor have executed this Change Order 02 with an effective date as last written below.

The Land Group	Wright Brothers	Capital City Development Corp.
ENGINEER	CONSTRUCTOR	OWNER
asan Jevan	- Wan	
SIGNATURE	SIGNATURE	SIGNATURE
Jason Densmer, PE	Trevor Wright, Owner	John Brunelle, Executive Director
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
02/05/2025	2/5/25	
DATE	DATE	DATE

For CCDC Office Use Fund: 302-6250 Activity Code: 23004 PO: 240109



Change Order Request

9

WRIGHT BROTHERS THE BUILDING COMPANY

70 N. Short Road Eagle, Idaho 83616 Phone: (208) 938-6000 www.wbtbc.com

Date: \(\int_{02} / 03 / 25 \)

DISTRIBUTION TO:

OWNER IXI ARCHITECT IXI CONTRACTOR **FIELD** Ш OTHER

PROJECT: CCDC Multi Use Pathway Project

DATE: 1/31/2025

Boise, Idaho

CONTRACTOR: Wright Brothers, **ORIGINAL CONTRACT DATE:**

9/3/2024

The Building Company, Eagle LLC

Reference Drawing: Date Reply Required By: **Reference Spec Section: Critical to Schedule:**

THIS CHANGE ORDER COVERS CONTRACT MODIFICATIONS HEREUNDER DESCRIBED, AND SAID MODIFICATIONS

ASI 02

COR #09 - Phase 2 STA15+00 to 17+85 51.73%

COR #04.01 and COR #09 - Cost for work below pathway only in ASI #02.

Wright Brothers Costs

Description	Qty	Unit	Rate	Unit	Extended
Project Manager - Costs Phase 1 & 2	240	Hrs	\$95	hr	\$ 22,800.00
Superintendent - Costs Phase 1 & 2	720	Hrs	\$85	hr	\$ 61,200.00
Project Engineer - Costs Phase 1 & 2	160	Hrs	\$35	hr	\$ 5,600.00

WB Costs Subtotal \$

89,600.00

WB's Subcontractors Cost

Description	Qty	Unit	Rate	Unit	Extended
Mountain West Excavation	0.5173	LS	\$305,237.00	hr	\$ 157,808.00
Sunshine Landscape Block Labor & Geo	0.5173	LS	\$66,821.92	LS	\$ 66,821.92

Subcontractor Costs Subtotal \$ 224,629.92

Date:

Total Cost \$ 314,229.92

OH&P 10% (Self-Perform) \$ 8,960.00

OH&P 5% (Subcontractor) \$ 11,231.50

Bond - 1% \$ 3,344.21

Total Change Request \$ 337,765.63

The Date of Substantial Completion as of the date of this Change Order therefore is: October 30, 2025.

1/31/2025

Date:

AGREED BY:		
ARCHITECT	CONTRACTOR	OWNER
The Land Group, Inc.	Wright Brothers, The Building Compan	Capital City Development Corp.
465 E. Shore Drive	70 N. Short Road	121 N. 9th Street, Suite 501
Eagle, Idaho 83616	Eagle, ID 83616	Boise, Idaho 83702
By: Ath Mh	Bv: Rob Faddick	Bv:

ESTIMATE

MW Excavation LLC 82 S Baltic Pl Meridian, ID 83642 travis@mountainwestex.com +1 (208) 506-2134 www.mtnwestexcavation.com



Bill to

Wright Brothers Wright Brothers 779 E State St Eagle, ID 83616

Estimate details

Estimate no.: 1302

CO #01 - ASI 02 PHASE 1 - Scope of Work Changes from

Station 12.34 to Station 15.00 Costs detailed below. Sitework Phase 1 (48.27%) - Remove and haul-off all existing soils along IPCO substation path to base grade / supply and install fill, (mobilization, trucking, excavation, additional equipment)

48.27% = \$147,429

COR #09 - PHASE 2 from Station 15.00 to

Station 17.85

P.O. Number: CCDC - ASI #2

51.73% - \$157,808.00

Estimate date: 11/12/2024

Ship to Wright Brothers Wright Brothers 779 E State St Eagle, ID 83616

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Mobilization	Additional mobilization for multiple backfill lifts	1	\$4,500.00	\$4,500.00
2.		Retaining wall clearance	Additional time to dig retaining wall clearance one side at a time	5	\$8,750.00	\$43,750.00
3.		Retaining wall clearance	1 Additional day to install base course	1	\$8,750.00	\$8,750.00
4.		Backfill	15 additional days to backfill	15	\$8,750.00	\$131,250.00
5.		Drain Rock	Drain rock for block wall footing	1	\$711.00	\$711.00
6.		Trucking	Additional trucking to export and re- import subgrade to accommodate means & methods change resulting from plan change	704	\$148.50	\$104,544.00
7.		Fill dirt	Fill material for backfill, per yard	2133	\$5.50	\$11,731.50
8.		Storm drain install	Storm drain tie in at Idaho Power West parking lot - Moved to ASI #1	0	\$8,750.00	\$0.00

Total \$305,236.50

Note to customer

This estimate is valid under ideal digging conditions. Unknown conditions not specified on the bid plans are excluded. If an unknown condition is encountered (including rock), we will stop work until a change order is issued. Any items not specifically noted in the description of each item is excluded. Replacing, repairing, and moving any existing landscaping or irrigation is excluded. Bollards,

striping and signage are excluded unless noted in the estimate.

Note that this is a price estimate and not a contract.

Exclusions: All Suez water services, liquidated damages, unknown conditions (existing conditions not located by digline and not specified on the plans or geotech report), any utilities not specified in the body of the estimate, additional cut/fill placed in the building/slab on grade due to unsuitable subgrade.

Accepted date

Accepted by



Phone (208) 884-8036 Fax (208) 898-9711 Idaho License # - RCE 50957 PWL # - 041315-AAA-4

emily@sunshinelandscape.net matt@sunshinelandscape.net



Rev 1 Bid Date 11/21/24 Bid is good for 30 days

WBTBC Boise Canal - Retaining Wall Landscape & Irrigation

This is for the wall block, geo fabric.

Cost	Brea	ιkd	ow	n:
------	------	-----	----	----

South Wall 186,605.92 660 Lf 4244 Sq Ft Engineer Design 3,025.00

Total Project Cost

Basalite Block
& Geo-Textile Fabric (Material, Tax, Shipping)
(Both Phases)

1.00 lsum = \$60.381

Fabric = \$62,428.00

Terms:

Please refer to our Quote Addendum for details regarding our bid and warranties.

I authorize Sunshine Landscape, Inc to perform the work in accordance with the prices, terms, and specs outlined above

and included in our Quote Addendum.

Client Signature Date



COR #09 Basalite Retaining Wall System Phase 2

CO #01 - Basalite Retaining Wall System Phase 1 (48.27%) - Labor to Install Block and Geo-Textile

CO #01 - Basalite Retaining Wall System -

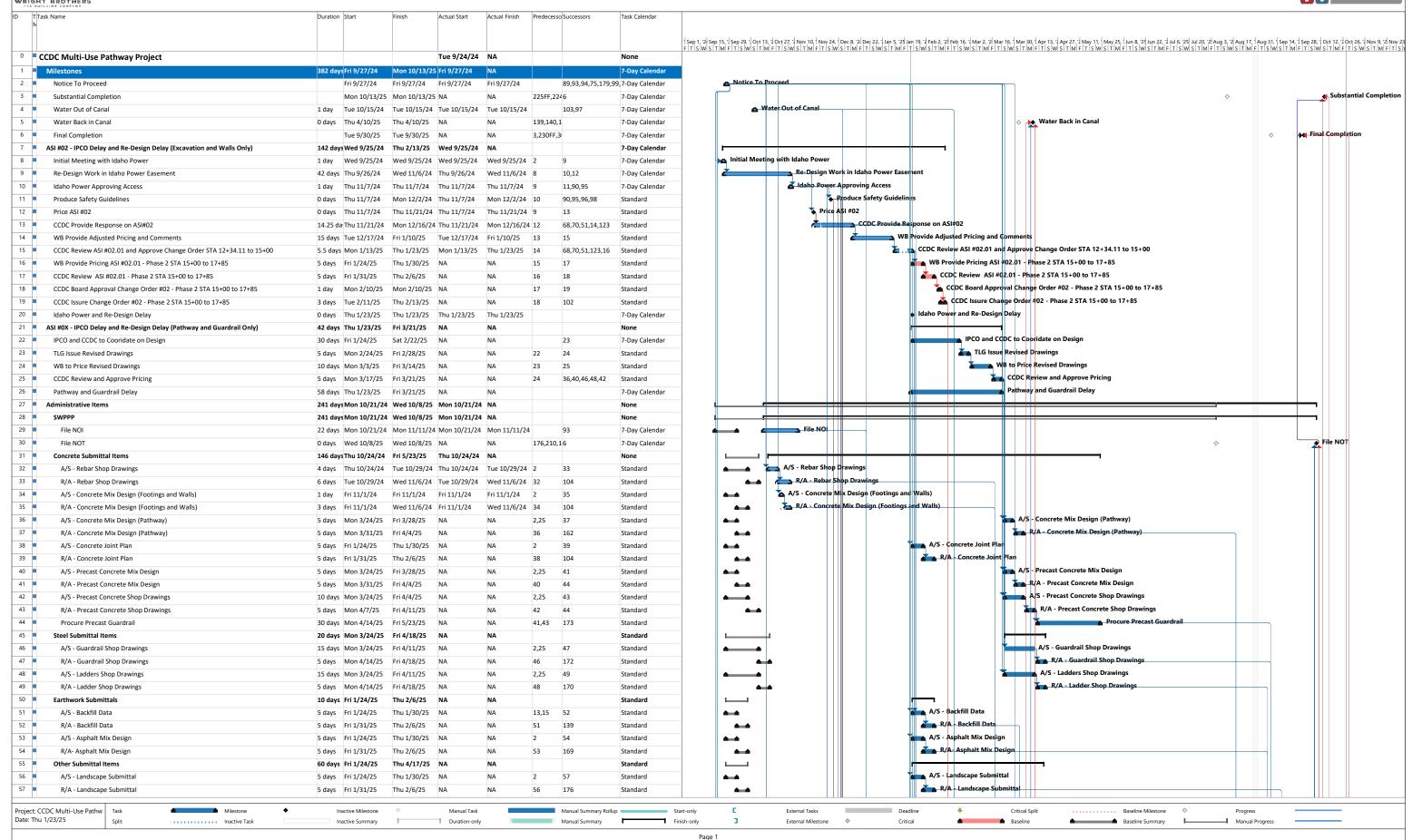
(51.73%) - Labor to Install Block and Geo-Textile Fabric = \$66,821.92





BOISE CITY CANAL MULTI-USE PATHWAY PROJECT







BOISE CITY CANAL MULTI-USE PATHWAY PROJECT







BOISE CITY CANAL MULTI-USE PATHWAY PROJECT

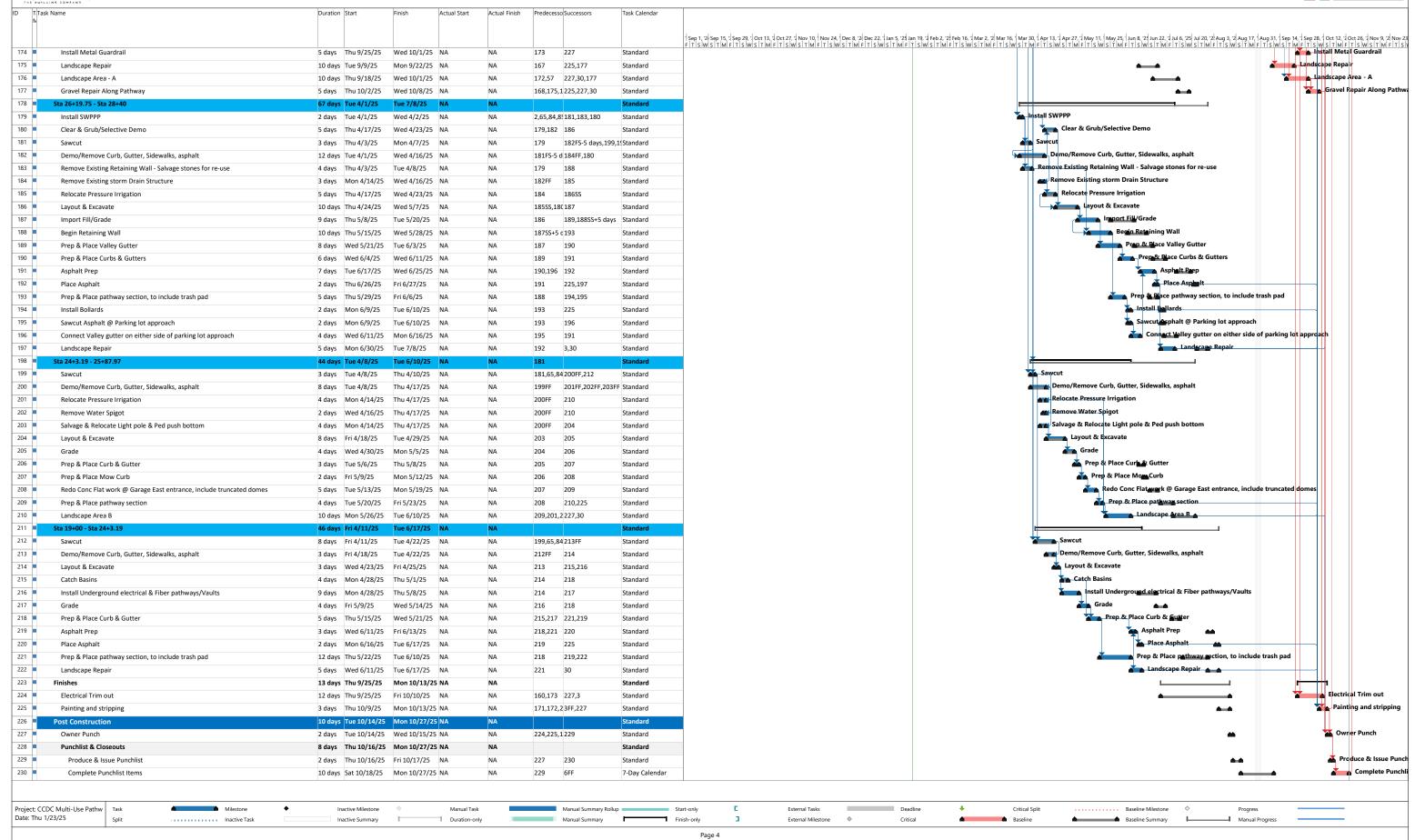






BOISE CITY CANAL MULTI-USE PATHWAY PROJECT







November 04, 2024 TLG Project No. 122112

Wright Brothers Building Company 779 E State Street Eagle, ID 83616

RE: Boise City Canal Multi-Use Pathway –ASI 002 Revision Narrative

The following is a list of plan revisions for Civil and Structural sheets associated with the revision to the southern wall section adjacent to the Idaho Power Substation and the new, existing electrical boxes adjacent to the pathway east of the St. Luke's parking garage issued to the authority having jurisdiction on 11.04.2024.

Sheet C1.00 – Cover Sheet

• Added Sheet S3.4 to the sheet list table.

Sheet C1.13 – Existing Conditions

Added new, existing electrical boxes located adjacent to the proposed pathway on the east side
of the St. Luke's parking garage.

Sheet C1.23 - Demolition Plan

- Added new, existing electrical boxes located adjacent to the proposed pathway on the east side of the St. Luke's parking garage.
- Added Keynotes 20 and 21 to the keynotes list and in plan view to retain and protect the easterly two electrical boxes and relocate the westerly box.

Sheet C2.08 – Plan and Profile Sta 23+00 – Sta 25+00

• Added new, existing electrical boxes located adjacent to the proposed pathway on the east side of the St. Luke's parking garage to plan view.

Sheet C2.09 - Plan and Profile Sta 25+00 - Sta 27+00

• Added new, existing electrical boxes located adjacent to the proposed pathway on the east side of the St. Luke's parking garage to plan view.

Sheet C2.51 - Site Details

- Added Note #3 to Detail 2.
- Added description of metal post mounting location to Detail 2.
- Added precast concrete wall and precast concrete wall joint call out to Detail 2.

Sheet C3.00 – Typical Sections

- **Revised** Typical Section 2 to show a keystone retaining wall under the pathway with a precast concrete wall on top of the pathway adjacent to the Idaho Power Substation.
- **Revised** Typical Section 3 to show a keystone retaining wall under the pathway with a metal guardrail mounted to a precast concrete wall on top of the pathway adjacent to the parking lot east of the Idaho Power Substation.

Sheet S1.1 - GSN

 Added Internal friction angles used for the segmented retaining wall calculations and a precast wall panel sub-section.

Sheet S1.2 - SPECIAL INSPECTIONS

• **Revised** table 2 to include inspection of the precast wall panel erection.

Sheet S2.1 to 2.3 - STRUCTURAL PLAN

• **Revised** Detail call-outs on the southern side of the pathway.

Sheet S3.1 – STRUCTURAL DETAILS

 Revised the retaining wall details for the southern side of the pathway for the segmented retaining wall design.

Sheet S3.2 – STRUCTURAL DETAILS

Added the typical guard rail detail next to the applicable retaining wall details.

Sheet S3.3 - STRUCTURAL DETAILS

• **Revised** the detail reference in detail 3/S3.3 so that it indicated the proper sheet number.

Sheet S3.4 – STRUCTURAL DETAILS

• Added new sheet.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Christopher Hawkins | Landscape Architect

The Land Group, Inc.



BOISE CITY CANAL MULTI-USE PATHWAY CAPITAL CITY DEVELOPMENT CORPORATION



3rd Street to Broadway Avenue, Boise

Project Contacts:

OWNER / DEVELOPER:
CAPITAL CITY DEVELOPMENT CORPORATION (CCDC)
121 N 9TH STREET, STE 501
BOISE, ID 83702
PHONE: 208.384.4264

CONTACT: ZACH PIEPMEYER
EMAIL: zpiepmeyer@ccdcboise.com

CIVIL ENGINEER & LANDSCAPE ARCHITECT
THE LAND GROUP, INC.
462 E. SHORE DR., STE. 100
EAGLE, ID 83616
PHONE: 208.939.4041

CONTACT: JASON DENSMER, PE
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CONTACT: CHRISTOPHER HAWKINS, RLA
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STRUCTURAL ENGINEER:
ALLY STRUCTURAL CONSULTING, LLC
3778 PLANTATION RIVER, STE 102
BOISE, ID 83703
PHONE: 208.949.5993

CONTACT: CRAIG BRASHER, PE, SE EMAIL: cbrasher@allystructural.com

ELECTRICAL ENGINEER:
MUSGROVE ENGINEERING, P.A.
234 S WHISPERWOOD WAY
BOISE, ID 83709
PHONE: 208.384.0585

CONTACT: NICK SCHAFER, PE EMAIL: nicks@musgrovepa.com

IDAHO POWER CONTACTS:
UNDERGROUNDING WORK
CONTACT: TYLER MORGENSEN

EMAIL: tmorgensen@idahopower.com

SUBSTATION WORK

CONTACT: BRENDON DANIELS

EMAIL: bdaniels@idahopower.com

CONTACT: STEVE MICKELSON

EMAIL: smickelson@idahopower.com

BOISE CITY CANAL COMPANY:

CONTACT: HAWK STONE
EMAIL: hawkstone1@gmail.com
CONTACT: MIKE HARRISON
EMAIL: mharrison101@hotmail.com

Survey Data:

THE BASIS OF BEARING FOR THIS PROJECT SITE IS GRID NORTH ON THE IDAHO STATE PLANE COORDINATES SYSTEM (NAD 83) WEST ZONE, AS DETERMINED BY GLOBAL POSITIONING SYSTEMS METHODS. ANY DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

1. CONTROL POINT (SEE SHEET C1.10) 1.1. NORTHING: 709175.803 1.2. EASTING: 2505937.825

ELEVATION: 2702.89

DESCRIPTION: MAG NAIL

2. CONTROL POINT (SEE SHEET C1.13) 2.1. NORTHING: 708652.125

2.2. EASTING: 2507017.2922.3. ELEVATION: 2712.082.4. DESCRIPTION: MAG NAIL

Vicinity Map:



3rd Street to Broadway Avenue Boise, Idaho 83702 Zoning: MX-1 & MX-5

General Notes:

- 1. THE CONTRACTOR SHALL HAVE A COPY OF THE LATEST CITY OF BOISE STANDARD SPECIFICATIONS, THE LATEST EDITION OF THE ISPWC, THE ACHD SUPPLEMENTAL SPECIFICATIONS TO THE ISPWC, AND APPROVED DRAWINGS ON SITE OR READILY ACCESSIBLE AT ALL TIMES DURING CONSTRUCTION.
- 2. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON THE JOB SITE DURING ALL WORKING HOURS.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL WORK INDICATED IN THESE PLANS AND SPECIFICATIONS.
 ANY ITEM INDICATED IN THESE PLANS, BUT NOT ITEMIZED IN THE BID DOCUMENTS, WILL BE INCLUDED UNDER A BID SCHEDULE ITEM TO WHICH IT MOST PERTAINS.
- 4. THE CONTRACTOR SHALL EXAMINE THE SITE, COMPARE IT WITH THE PLANS AND SPECIFICATIONS, CAREFULLY EXAMINE ALL OF THE CONTRACT DOCUMENTS, AND SATISFY HIMSELF AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED BEFORE ENTERING INTO CONTRACT. NO ALLOWANCE SHALL SUBSEQUENTLY BE MADE ON BEHALF OF THE CONTRACTOR ON ACCOUNT OF AN ERROR ON HIS PART AND/OR HIS NEGLIGENCE AND/OR FAILURE TO ACQUAINT HIMSELF WITH THE CONDITIONS OF THE SITE.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING STREETS, SIDEWALKS, OR EXISTING STRUCTURES DURING THE CONSTRUCTION OF THIS PROJECT, AND SHALL REPAIR SUCH DAMAGE TO THE SATISFACTION OF THE GOVERNING AGENCY, AT NO EXTRA COST TO THE OWNER.
- 6. ALL EXISTING CONDITIONS AND STRUCTURES NOT SPECIFICALLY NOTED FOR REMOVAL SHALL BE RETAINED AND PROTECTED. EXISTING CONDITIONS AND STRUCTURES THAT ARE DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- 7. ALL CONTRACTORS WORKING WITHIN THE PUBLIC RIGHT-OF-WAY ARE REQUIRED TO SECURE A RIGHT-OF-WAY CONSTRUCTION PERMIT FROM ADA COUNTY HIGHWAY DISTRICT AT LEAST 24 HOURS PRIOR TO ANY CONSTRUCTION. ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE ISPWC AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO THESE STANDARDS WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE GOVERNING AGENCY.
- 8. THE CONTRACTOR SHALL PERFORM ALL CLEARING AND SITE PREPARATION NECESSARY FOR THE PROPER EXECUTION OF ALL WORK INDICATED ON THESE PLANS AND SPECIFICATIONS.
- 9. THE LAND GROUP, INC. DOES NOT AND CANNOT GUARANTEE THE ACCURACY OF WORK DONE BY OTHERS AND INCLUDES THIS INFORMATION FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE OWNER'S REPRESENTATIVE TO REQUEST CLARIFICATION OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THIS PLAN AND INFORMATION SHOWN ELSEWHERE. IN THE EVENT THE CONTRACTOR PROCEEDS WITH CONSTRUCTION WITHOUT OFFICIAL CLARIFICATION FROM THE OWNER'S REPRESENTATIVE, HE SHALL BE LIABLE FOR THE COST OF CORRECTIVE WORK AND SHALL REPAIR OR RECONSTRUCT THE FAULTY WORK TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.

- 10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING, ERECTING AND MAINTAINING THE REQUIRED MATERIALS, EQUIPMENT AND MANPOWER NECESSARY FOR PUBLIC SAFETY AND TRAFFIC CONTROL WITHIN THE PROJECT LIMITS AND ON THE APPROACHES TO THE PROJECT.
- 11. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
- 12. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ON THESE PLANS ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES. THE LAND GROUP, INC. OR IT'S CONSULTANTS ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HERE OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH MAY BE DISCOVERED BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE DUE TO CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL CONTACT DIGLINE 48 HOURS PRIOR TO ANY EXCAVATION. 1-800-342-1585 OR 811.
- 13. THE BOISE CITY CANAL EXHIBITS IRRIGATION FLOWS DURING THE STANDARD ANNUAL IRRIGATION SEASON. THE CANAL ALSO COLLECTS STORM DRAIN AND GEOTHERMAL DISCHARGE YEAR-ROUND. THE CONTRACTOR SHOULD ANTICIPATE WATER WITHIN THE CANAL 365 DAYS PER YEAR, FLOWS WILL FLUCTUATE. COORDINATE WITH BOISE CITY CANAL COMPANY.
- 14. THE CONTRACTOR SHALL PREPARE AND INSTALL 12" x 18" READILY VISIBLE CANAL COMPANY EASEMENT SIGNS (LOCATIONS PER PLANS) WITH THE FOLLOWING INFORMATION. SUBMIT A MOCK-UP OR PROOF OF THE SIGN FOR APPROVAL PRIOR TO FABRICATION:

 THIS PATHWAY IS LOCATED WITHIN THE BOISE CITY CANAL COMPANY'S (BCCC) EASEMENT BY THE
 - BCCC'S CONSENT.

 THE PRIMARY USE OF THE PROPERTY IS FOR THE BCCC'S ACCESS, OPERATION, MAINTENANCE,

 BERNALD AND OF THE PROPERTY OF THE BCCC'S ACCESS, OPERATION, MAINTENANCE,

 BERNALD AND OF THE BCCC'S OFFICE OFFICE AND ADMINISTRATION.
 - THE PRIMARY USE OF THE PROPERTY IS FOR THE BCCC'S ACCESS, OPERATION, MAINTENANCE, REPAIR AND CLEANING OF THE BOISE CITY CANAL.
 USERS OF THE PATHWAY MUST YIELD TO BCCC PERSONNEL ENGAGED IN BCCC ACTIVITIES.
 - SWIMMING, WADING, BOATING AND ANY OTHER ACTIVITY IN THE BOISE CITY CANAL OR WITHIN THE INSIDE SLOPES OF THE BOISE CITY CANAL BANKS IS PROHIBITED.

 PUBLIC OF MOTOR VIEW OF SOME PROFILE AND THE BOTH WAY TO PROHIBITED.
 - PUBLIC USE OF MOTOR VEHICLES OR EQUIPMENT ON THE PATHWAY IS PROHIBITED.
 THE PATHWAY MAY BE CLOSED FROM TIME TO TIME UPON REQUEST OF THE BCCC.

Sheet Index:

	Sheet Ind	ex:
	Sheet Number	Sheet Title
	C1.00	COVER SHEET
	C1.01	CONSTRUCTION NOTES
	C1.10	EXISTING CONDITIONS
	C1.11	EXISTING CONDITIONS
	C1.12	EXISTING CONDITIONS
	C1.13	EXISTING CONDITIONS
	C1.14	EXISTING CONDITIONS
	C1.20	DEMOLITION PLAN
	C1.21	DEMOLITION PLAN
	C1.22	DEMOLITION PLAN
	C1.23	DEMOLITION PLAN
	C1.24	DEMOLITION PLAN
	C1.50	SWPPP SITE PLAN
	C1.55	SWPPP DETAILS
	C1.56	WATERS OF THE US
	C2.00	PATHWAY OVERVIEW
	C2.01	PLAN AND PROFILE STA 10+00 - STA 11+80
	C2.02	PLAN AND PROFILE STA 11+80 - STA 13+80
	C2.03	PLAN AND PROFILE STA 13+80 - STA 15+80
	C2.04	PLAN AND PROFILE STA 15+80 - STA 18+00
	C2.05	PLAN AND PROFILE STA 18+00 - STA 19+00
	C2.06	PLAN AND PROFILE STA 19+00 - STA 20+90
	C2.07	PLAN AND PROFILE STA 20+90 - STA 23+00
	C2.08	PLAN AND PROFILE STA 23+00 - STA 25+00
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	C2.10	PLAN AND PROFILE STA 27+00 - STA 28+40
	C2.50	SITE DETAILS
	C2.51	SITE DETAILS
	C3.00	TYPICAL SECTIONS
	C3.01	TYPICAL SECTIONS
	C4.00	FIBER OPTIC OVERVIEW
	C4.01	FIBER AREA A & B
	C4.02	FIBER AREA C & D
	L1.00	PLANTING PLAN OVERVIEW, DETAILS, AND NOTES
	L1.01	PLANTING PLAN - AREAS A AND B
	S1.1	G.S.N.
	S1.2	SPECIAL INSPECTIONS
	S2.1	STRUCTURAL PLAN
	S2.2	STRUCTURAL PLAN
	S2.3	STRUCTURAL PLAN
	\$3.1	STRUCTURAL DETAILS
	\$3.2	STRUCTURAL DETAILS
<u>/6</u>	\$3.3	STRUCTURAL DETAILS
	S3.4	STRUCTURAL DETAILS
	EG-1	ELECTRICAL COVER SHEET
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	EG-6	ELECTRICAL SPECIFICATIONS
	E1.00	ELECTRICAL OVERALL PLAN
	E1.01	ELECTRICAL PLAN STA 10+00 - STA 11+80
	E1.02	ELECTRICAL PLAN STA 11+80 - STA 13+80
	E1.03	ELECTRICAL PLAN STA 13+80 - STA 15+80
	E1.04	ELECTRICAL PLAN STA 15+80 - STA 18+00
	E1.05	ELECTRICAL PLAN STA 18+00 - STA 19+00
	E1.06	ELECTRICAL PLAN STA 19+00 - STA 20+90



BOISE CITY CANAL MULTI-USE PATHWA Capital City Development Corporation

Project Milestone

C1₋00

11/04/2024

07.22.2024

ADDENDUM NO. 2 08.01.24

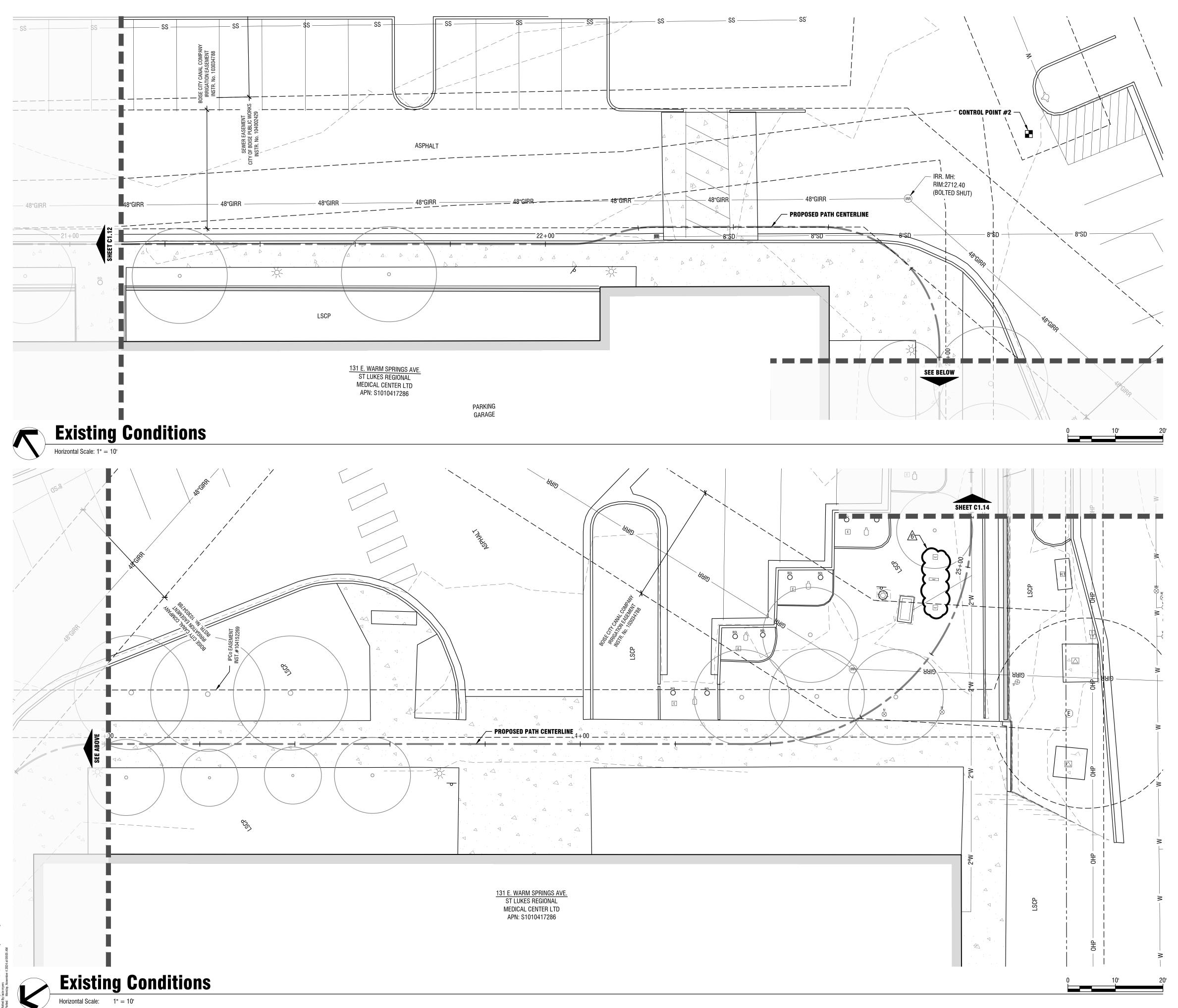
2. ADDENDUM NO. 3

4. DOL DRAINAGE

6. ASI 002

ADDENDUM NO. 5

5. CO 001 - DOL TREES 09.17.24



Sheet Notes:

A. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ON THESE PLANS ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES; HOWEVER, THE LAND GROUP, INC., OR ITS CONSULTANTS, ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HERE OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH MAY BE DISCOVERED BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE DUE TO CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CONTACT DIGLINE 48 HOURS PRIOR TO ANY EXCAVATION. 1-800-342-1585.

B. THE BASIS OF BEARING OF THIS MAP IS GRID NORTH ON THE IDAHO STATE PLANE COORDINATES SYSTEM (NAD 83) WEST ZONE, AS DETERMINED BY GLOBAL POSITIONING SYSTEMS METHODS. ANY DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

FOUND BRASS CAP MONUMENT

Legend:

	FOUND BRASS CAP MONUMENT
	FOUND ALUMINUM CAP MONUMENT
•	FOUND 5/8" REBAR, AS SHOWN
•	FOUND 1/2" REBAR, AS SHOWN
\bigoplus	FOUND 1-1/4" COPPER DISC MONUMENT
₩v	FOUND STONE
⊗ -	WATER VALVE
₩ WW WM/IFP \(\therefore\)	WATER METER
♣	FIRE HYDRANT
\heartsuit	FIRE DEPARTMENT CONNECTION
	FROST FREE HYDRANT / SPIGOT
D	STORM DRAIN MANHOLE
MW ⊗	MONITORING WELL
	RECTANGULAR INLET
	ROUND INLET
ĀD	AREA DRAIN
AD BD	ROOF DRAIN
	SANITARY SEWER MANHOLE
SS SS SS ES BG SS SS SS SS SS SS SS SS SS SS SS SS SS	
○ ×	CLEAN OUT
W HG	PRESSURE IRRIGATION VALVE
	IRRIGATION HEAD GATE
IRR	IRRIGATION BOX
(RR)	IRRIGATION MANHOLE
₽	IRRIGATION PUMP
O	POWER POLE
\leftarrow	GUY WIRE
<u> </u>	STREET LIGHT
E	ELECTRIC MANHOLE
E	ELECTRIC BOX
EMTR	ELECTRIC METER
MLT	ELECTRIC VAULT
	ELECTRICAL TRANSFORMER
	TELEPHONE RISER
	TELEPHONE MANHOLE
\$	SIGNAL RISER
AC	AIR CONDITIONING UNIT
80L O	ADA SYMBOL
0	BOLLARD
(РМТВ)	PARKING METER
-0-	SIGN
GEO	GEOTHERMAL WASTE OUTLET
LSCP	LANDSCAPING
(•)	DECIDUOUS TREE
ZMMZ	
	CONIFEROUS TREE
24Mh	
o * *	SIGNAL MAST
	ADJACENT PROPERTY LINE
	SECTION LINE
	ROADWAY CENTERLINE
	EASEMENT LINE
EP	EDGE OF PAVEMENT
x — x — x — x — x —	
SS	
SD	· · · · · · · · · · · · · · · · · · ·
W	
GIRR ———	
TOP	
TOE	
——————————————————————————————————————	OVERHEAD POWER LINE
OHT	OVERHEAD TELEPHONE LINE
UGP	UNDERGROUND POWER LINE
GEO	GEOTHERMAL LINE
	CONCRETE AREA
	CURB AND GUTTER
	EXISTING BUILDING
	EXISTING GROUND CONTOUR
-2100	



BOISE CITY CANAL MULTI-USE PATHWAY Capital City Development Corporation

Revisions

1. ADDENDUM NO. 2 08.01.24

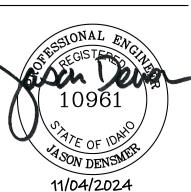
2. ADDENDUM NO. 3 08.06.24

3. ADDENDUM NO. 5 08.12.24

4. DOL DRAINAGE 08.30.24

5. CO 001 - DOL TREES 09.17.24

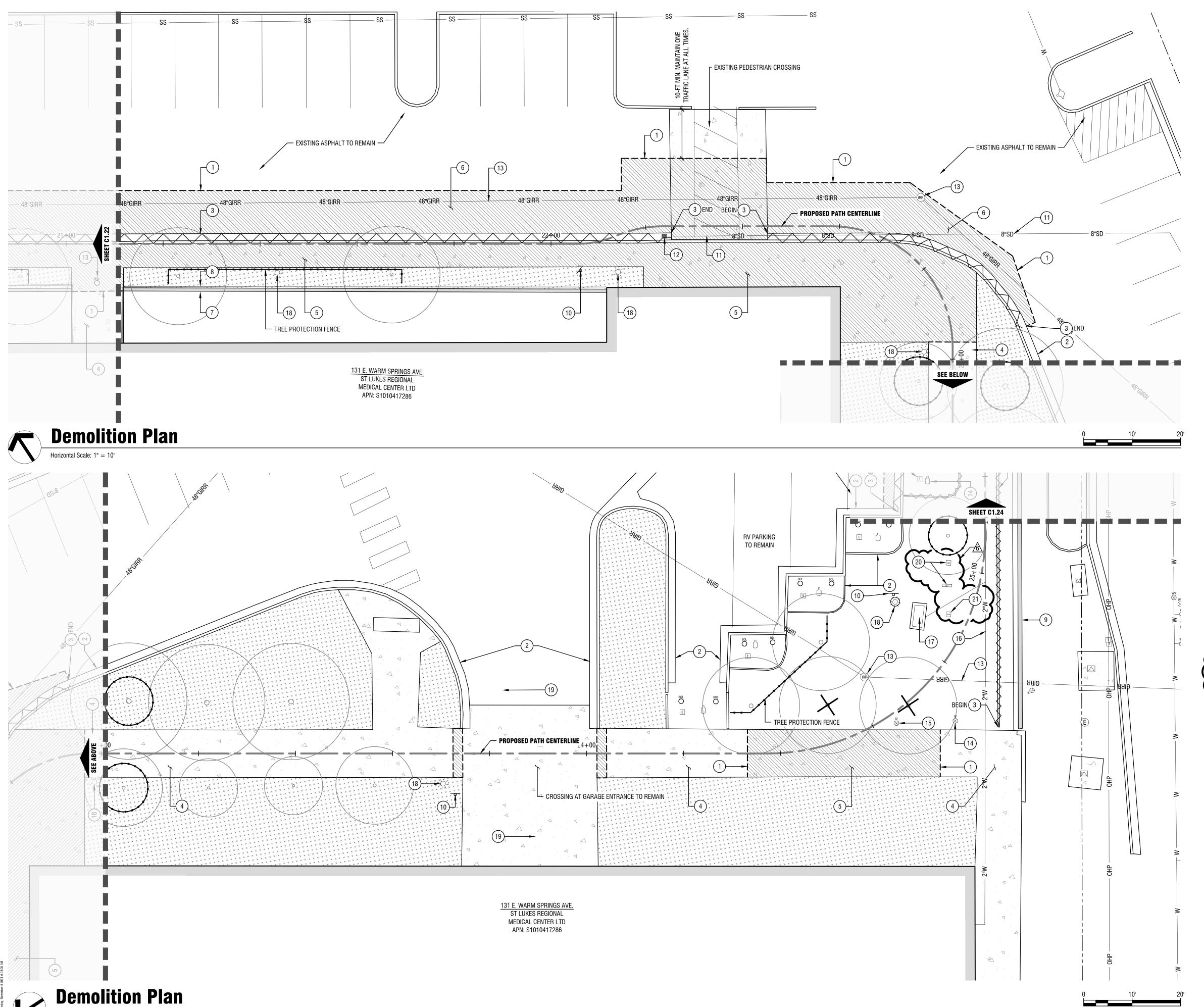
6. ASI 002 11.04.24



Project No.:
Date of Issuance:
Project Milestone:

Existing Conditions

C1.13

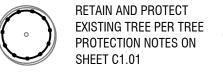


Sheet Notes:

A. CONTRACTOR IS REQUIRED TO SUBMIT A TRAFFIC CONTROL PLAN FOR CCDC/ST. LUKE'S APPROVAL. PLAN TO INCLUDE ALL NECESSARY BARRICADES MINIMIZE CLOSURES TO THE PARKING STRUCTURE ACCESSES. MAINTAIN CONTINUOUS ACCESS. SIMULTANEOUS CLOSURE OF BOTH ACCESSES WILL NOT BE PERMITTED.

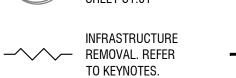
Demolition Legend:





REMOVE EXISTING TREE.

ASPHALT AND CONCRETE



SAW CUT PER ISPWC SD-303. PROVIDE A NEAT SAW CUT LINE OF

Keynotes (This Sheet Only):

SAW CUT PER ISPWC SD-303. PROVIDE A NEAT SAW CUT LINE OF ASPHALT OR CONCRETE.

- 2. RETAIN AND PROTECT EXISTING CURB AND/OR GUTTER.
- . REMOVE EXISTING CURB AND/OR GUTTER AND DISPOSE OF OFF-SITE.
- 4. RETAIN AND PROTECT EXISTING CONCRETE SIDEWALK.
- 5. REMOVE EXISTING CONCRETE SIDEWALK AND DISPOSE OF OFF-SITE.
- 6. REMOVE EXISTING ASPHALT AND DISPOSE OF OFF-SITE.
- 7. RETAIN AND PROTECT EXISTING KEYSTONE RETAINING WALL.
- 8. RETAIN AND PROTECT EXISTING GUARDRAIL.
- 9. RETAIN AND PROTECT EXISTING CONCRETE RETAINING WALL AND GUARDRAIL.
- 10. RETAIN AND PROTECT EXISTING SIGN.
- 11. RETAIN AND PROTECT EXISTING STORM DRAIN STRUCTURE AND PIPES.
- 12. REMOVE EXISTING STORM DRAIN STRUCTURE AND PIPES AND DISPOSE OF
- 13. RETAIN AND PROTECT EXISTING GRAVITY IRRIGATION STRUCTURE AND PIPES. ADJUST TO MATCH FINISHED GRADE.
- 14. RETAIN AND PROTECT EXISTING PRESSURE IRRIGATION STRUCTURE.
- 15. RELOCATE EXISTING PRESSURE IRRIGATION STRUCTURE.
- 16. RETAIN AND PROTECT EXISTING WATER SERVICE.
- 17. RETAIN AND PROTECT EXISTING BACKFLOW PREVENTERS WITHIN HEATED
- 18. RETAIN AND PROTECT EXISTING PARKING LOT LIGHT.
- 19. OBLITERATE EXISTING PAVEMENT MARKINGS

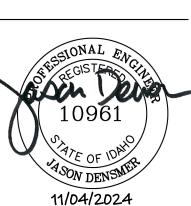
RELOCATE EXISTING ELECTRICAL STRUCTURE. PLEASE COORDINATE FINAL LOCATION WITH ST. LUKE'S HEALTH SYSTEM REPRESENTATIVE.

Cor pment G 6 AN

Capita 1. ADDENDUM NO. 2 08.01.24 2. ADDENDUM NO. 3 08.06.24 3. ADDENDUM NO. 5 08.12.24 DOL DRAINAGE 08.30.24

11.04.24

BOISE



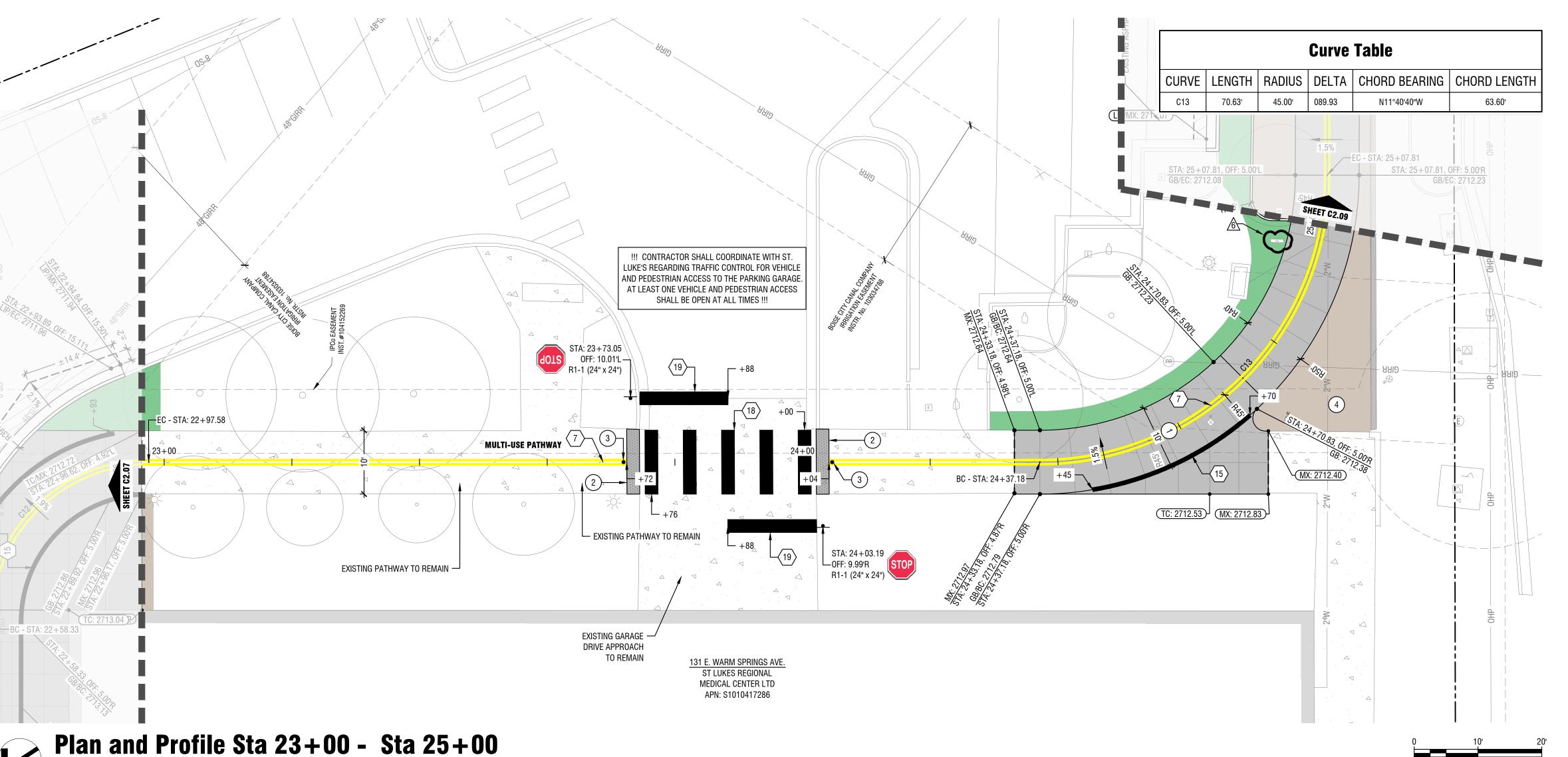
5. CO 001 - DOL TREES 09.17.24

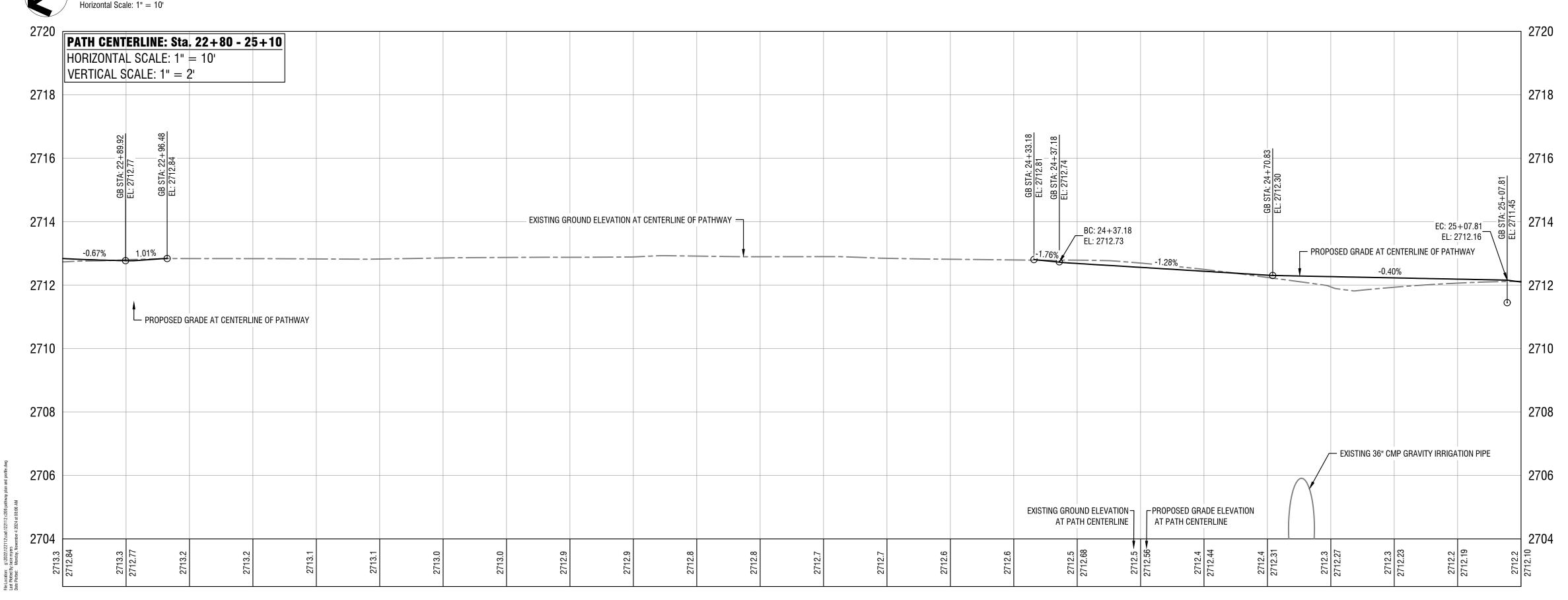
6. ASI 002

Date of Issuance: Project Milestone:

Demolition Plan

C1.23





Sheet Notes:

- CONTRACTOR SHALL REPORT TO ENGINEER ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO
- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DISTANCES, AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR A DECISION PRIOR TO COMMENCING WITH
- D. CONTRACTOR SHALL REPAIR ALL LANDSCAPE AND IRRIGATION AREAS DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
- PROVIDE JOINTS AS SHOWN ON PLANS AND PER DETAIL 2/C2.50. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
- G. STATIONING REPRESENTS PATHWAY CENTERLINE ALIGNMENT, OR AS INDICATED ON THE PLANS.
- H. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE OF SIDEWALKS AND PEDESTRIAN RAMPS SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO BUILDINGS SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE A CROSS SLOPE LESS THAN 1%.

TOP OF ASPHALT PAVEMENT BEGIN CURVE

HIGH POINT

LIP OF GUTTER LOW POINT

MATCH EXISTING ELEVATION POINT OF CURVE INTERSECT

RIM OF STRUCTURE

TOP BACK OF CURB TOP OF WALL

Material Legend (This Sheet Only):

MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.

ASPHALT REPAIR TYPE "P" PER ISPWC SD-303.

LANDSCAPE PLANTER. SEE L1.00 FOR PLANTING PLAN.

TURF SOD REPAIR, SEE SHEET L1.00 FOR MORE





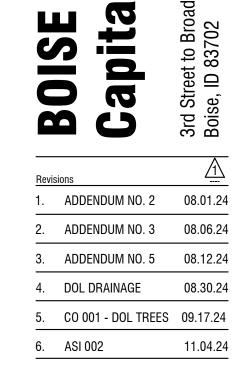


Keynotes (This Sheet Only):

- 1. CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN
- 2. REPLACE CONCERETE FLATWORK AND INSTALL TRUNCATED DOMES PER ISPWC SD-712.
- 3. INSTALL STANDARD BOISE PARKS AND REC BOLLARD PER DETAIL 8/C2.50.
- 4. LANDSCAPE PLANTER, SEE L1.00 FOR PLANTING PLAN.

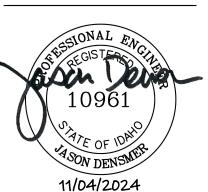
Pavement Marking Legend:

REFER TO ACHD STANDARD TRAFFIC DETAIL TS-1112 FOR STRIPING DETAILS 7 4" DOUBLE YELLOW



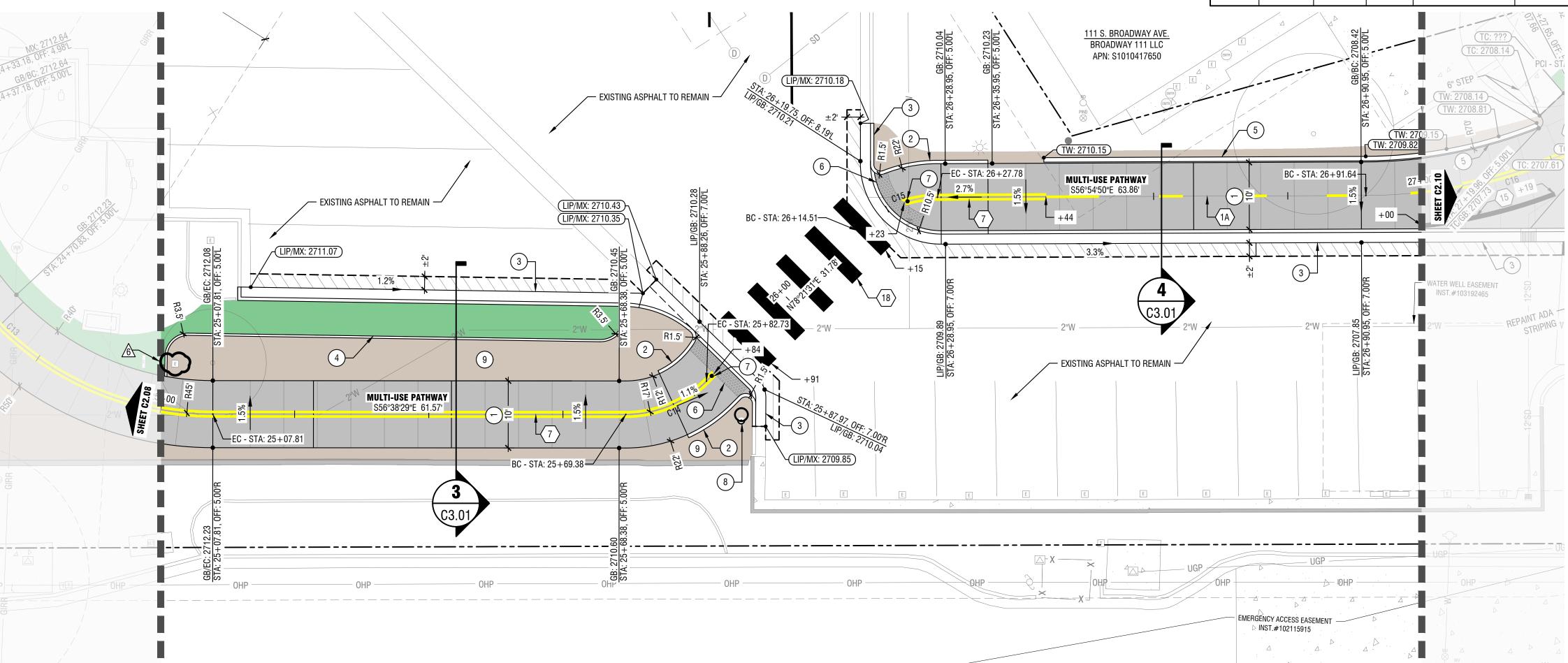
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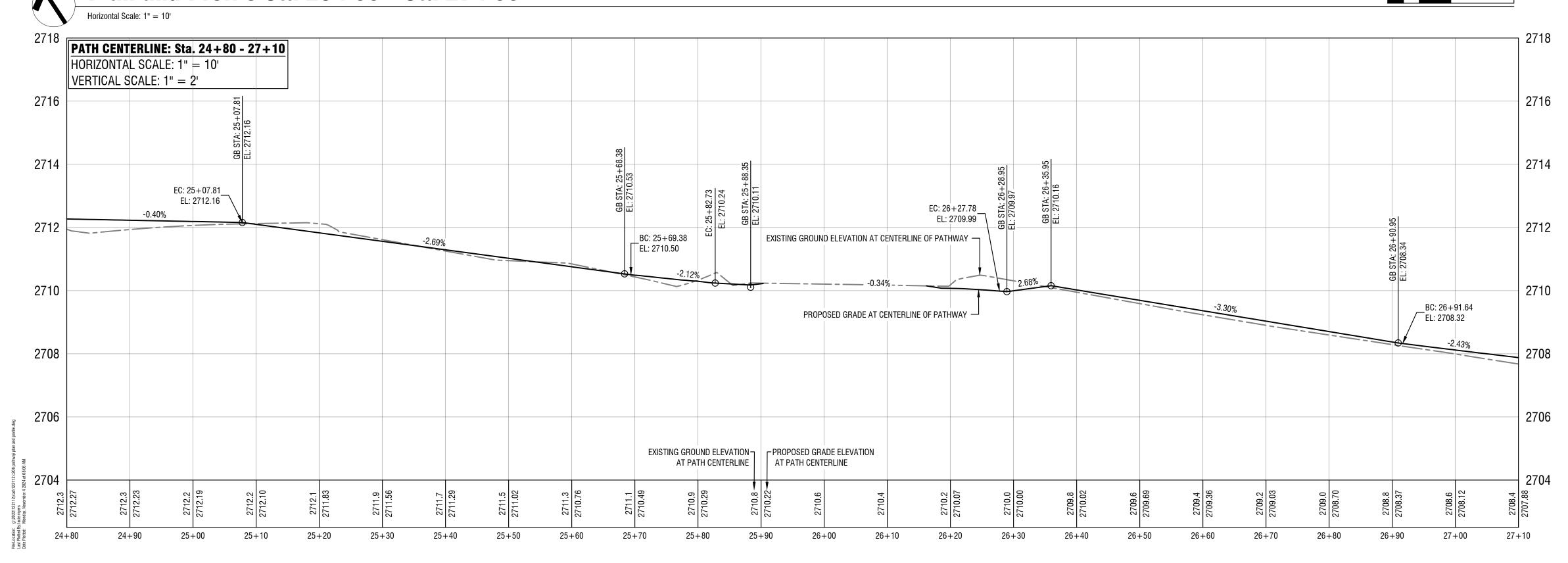


Plan and Profile Sta 23+00 - Sta 25+00

Curve Table						
	CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
	C14	13.35'	17.00'	045.00	N79°08'29"W	13.01'
	C15	13.27'	17.00'	044.73	S79°16'39"E	12.94'



Plan and Profile Sta 25+00 - Sta 27+00



Sheet Notes:

- CONTRACTOR SHALL REPORT TO ENGINEER ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK.
- B. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
- C. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DISTANCES, AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE FOR A DECISION PRIOR TO COMMENCING WITH
- D. CONTRACTOR SHALL REPAIR ALL LANDSCAPE AND IRRIGATION AREAS DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS.
- PROVIDE JOINTS AS SHOWN ON PLANS AND PER DETAIL 2/C2.50. JOINTS ARE AN INTEGRAL PART OF THE DESIGN AND SHALL NOT VARY FROM PATTERNS AND LOCATIONS SHOWN. CONTRACTOR SHALL REMOVE ANY FLATWORK THAT DOES NOT CONFORM TO THE DESIGN.
- F. TRANSITION OF CURVES TO OTHER CURVES AND CURVES TO TANGENTS SHALL BE SMOOTH AND CONTINUOUS.
- G. STATIONING REPRESENTS PATHWAY CENTERLINE ALIGNMENT, OR AS INDICATED ON THE PLANS.
- H. LONGITUDINAL SLOPE OF ALL SIDEWALKS SHALL NOT EXCEED 5%. CROSS SLOPE OF SIDEWALKS AND PEDESTRIAN RAMPS SHALL NOT EXCEED 2%. SLOPES WITHIN PEDESTRIAN RAMPS SHALL NOT EXCEED 12:1 SLOPE IN ANY DIRECTION. FLATWORK ADJACENT TO BUILDINGS SHALL NOT EXCEED 2% CROSS SLOPE OR HAVE A CROSS SLOPE LESS THAN 1%.
- SPOT ELEVATIONS INDICATE TOP OF CONCRETE SURFACE OR OTHER SURFACE AS INDICATED BY THE FOLLOWING ABBREVIATIONS:

TOP OF ASPHALT PAVEMENT

BEGIN CURVE END CURVE

FINISH GRADE

GRADE BREAK

HIGH POINT

LIP OF GUTTER LOW POINT

MATCH EXISTING ELEVATION

POINT OF CURVE INTERSECT RIM OF STRUCTURE

TOP BACK OF CURB TOP OF WALL

Material Legend (This Sheet Only):

MULTI-USE PATHWAY PER DETAIL 1/C2.50. WIDTH VARIES, SEE PLANS.

ASPHALT REPAIR TYPE "P" PER ISPWC SD-303.

TURF SOD REPAIR, SEE

SHEET L1.00 FOR MORE

INFORMATION.

LANDSCAPE PLANTER. SEE SHEET L1.00 FOR PLANTING PLAN.

EXISTING CONCRETE TO REMAIN

Keynotes (This Sheet Only):

- . CONSTRUCT CONCRETE MULTI-USE PATHWAY PER DETAIL 1/C2.50. SEE PLAN
- 2. CONSTRUCT 6" VERTICAL CURB (NO GUTTER) PER DETAIL 6/C2.50.
- 3. CONSTRUCT 6" CURB AND CATCH PLATE GUTTER PER DETAIL 3/C2.50.
- 4. CONSTRUCT MOW CURB PER DETAIL 4/C2.50.
- 5. CONSTRUCT RETAINING WALL TO MATCH EXISTING. RE-USE EXISTING STONES
- 6. INSTALL TRUNCATED DOMES PER ISPWC SD-712.
- 7. INSTALL STANDARD BOISE PARKS AND REC BOLLARD PER DETAIL 8/C2.50
- 8. INSTALL RELOCATED LIGHT POLE. SEE DEMOLITION PLAN AND SITE ELECTRICAL PLAN FOR MORE INFORMATION.
- 9. LANDSCAPE PLANTER, SEE SHEET L1.00 FOR PLANTING PLAN.

Pavement Marking Legend:

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

1A 4" YELLOW PATHWAY CENTERLINE (3' LINE - 9' GAP)

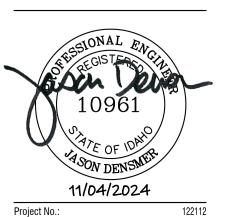
7 4" DOUBLE YELLOW

24" CROSSWALK



evel Capita BOISE

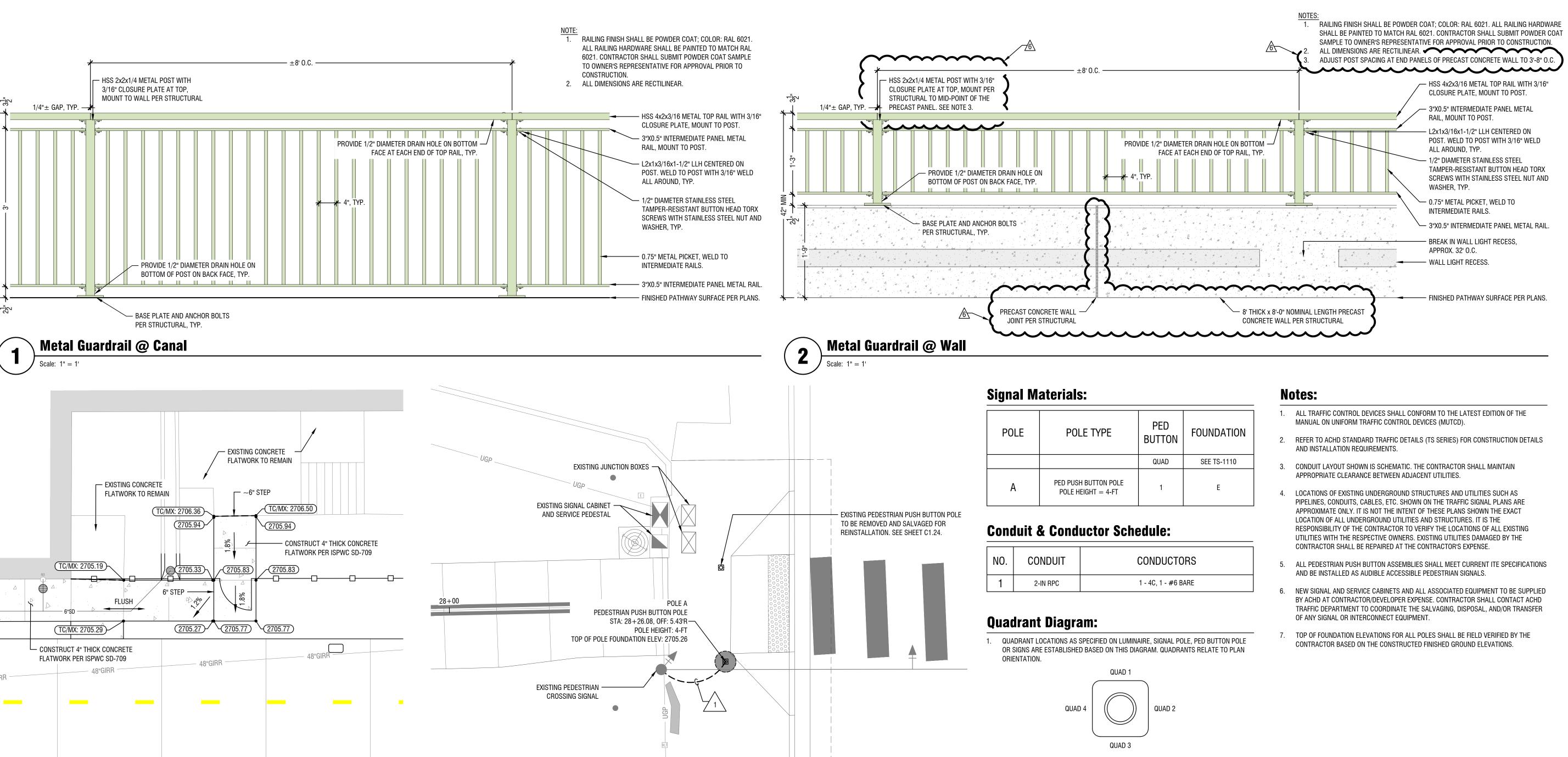
ADDENDUM NO. 2 08.01.24 2. ADDENDUM NO. 3 3. ADDENDUM NO. 5 08.12.24 DOL DRAINAGE 5. CO 001 - DOL TREES 09.17.24 6. ASI 002



Date of Issuance:

Plan and Profile Sta 25+00 - Sta 27+00

C2.09



Signal Plan Detail

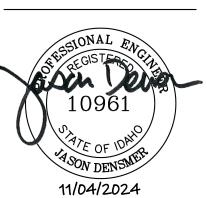
Area Detail



BOISE CITY CANAL MULTI-USE PATHWAY Capital City Development Corporation

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Revis	sions	<u></u>
1.	ADDENDUM NO. 2	08.01.24
2.	ADDENDUM NO. 3	08.06.24
3.	ADDENDUM NO. 5	08.12.24
4.	DOL DRAINAGE	08.30.24
5.	CO 001 - DOL TREES	09.17.24

11.04.24



Project No.:

Date of Issuance:

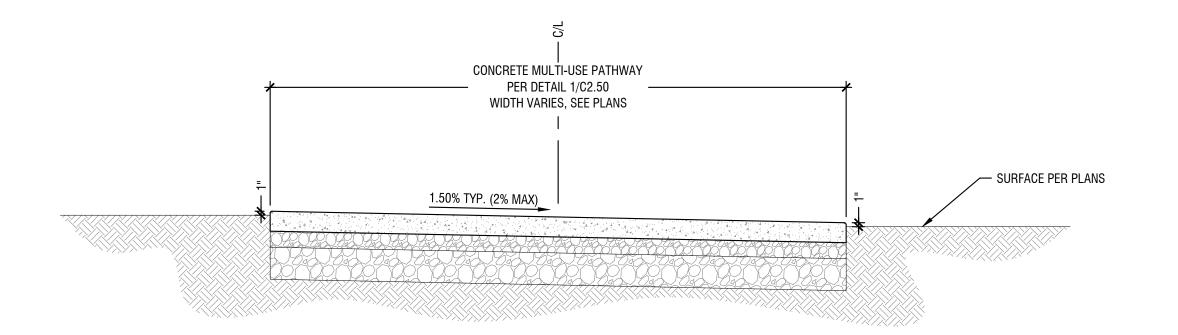
Project Milestone:

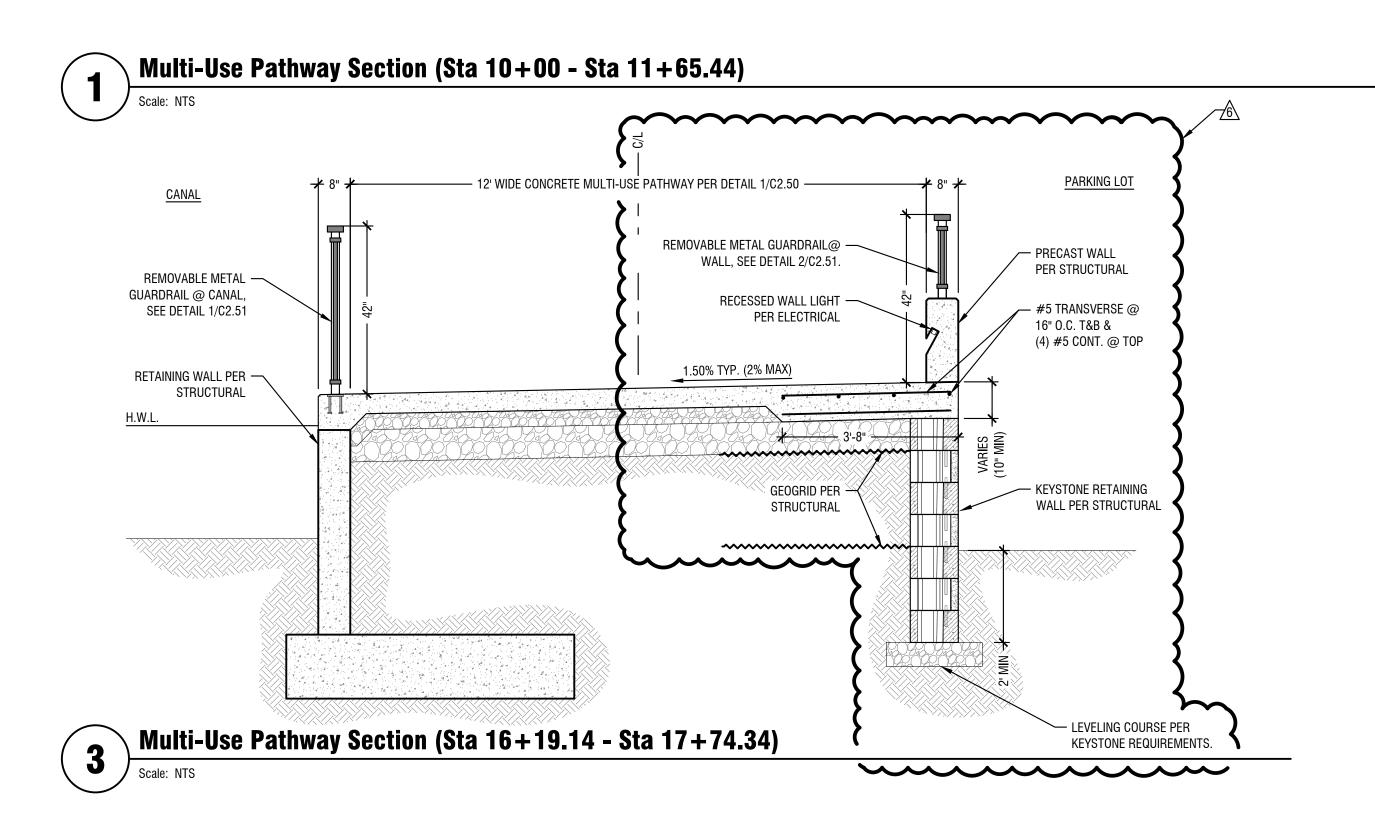
6. ASI 002

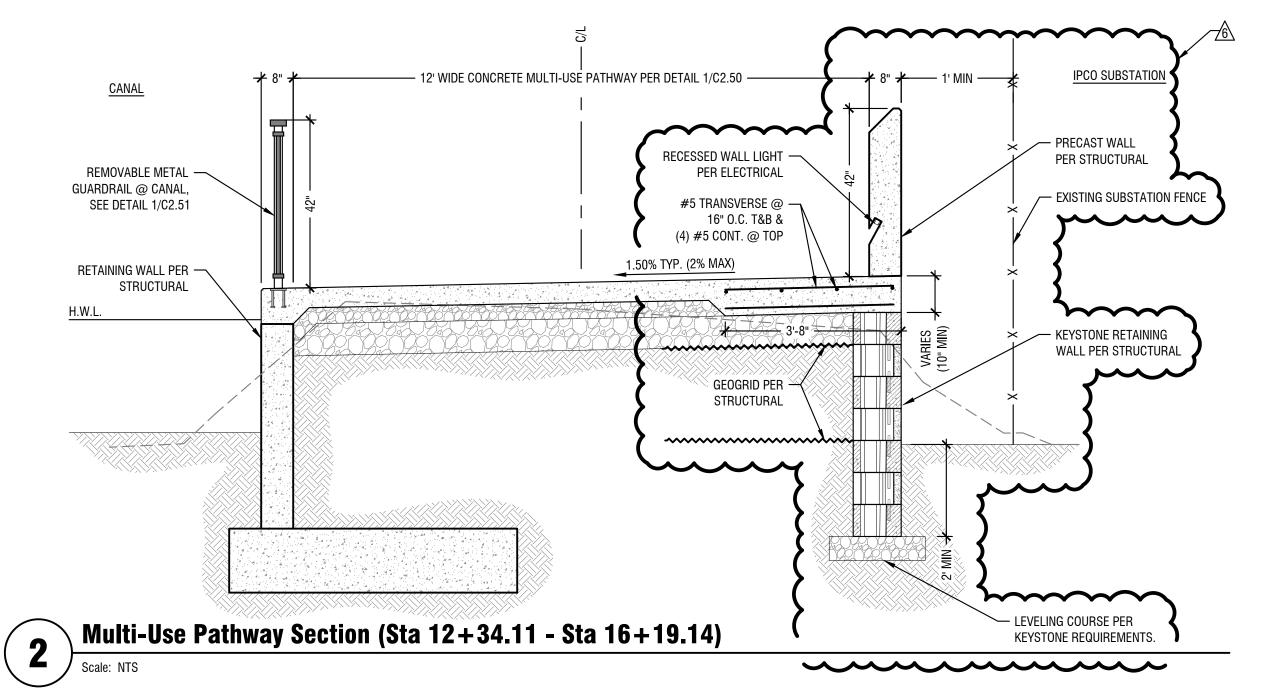
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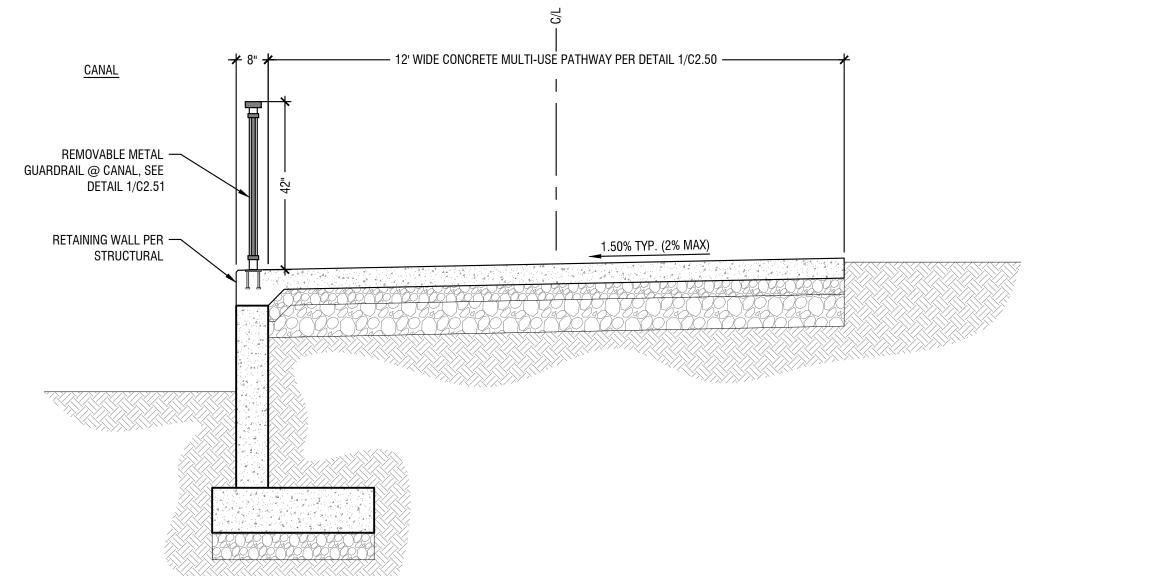
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C2.51









 \rightarrow Multi-Use Pathway Section (Sta 17+74.34 - Sta 17+85)

 Revisions

 1. ADDENDUM NO. 2
 08.01.24

 2. ADDENDUM NO. 3
 08.06.24

 3. ADDENDUM NO. 5
 08.12.24

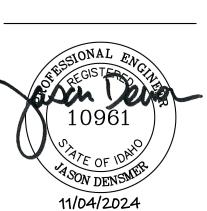
 4. DOL DRAINAGE
 08.30.24

 5. CO 001 - DOL TREES
 09.17.24

 6. ASI 002
 11.04.24

Capita

BOISE



Project No.:

Date of Issuance:

Project Milestone:

Typical Sections

C3.00

GENERAL STRUCTURAL NOTES (G.S.N.)

GENERAL

THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY. THESE STRUCTURAL DRAWINGS ARE INTENDED TO PRESENT SUFFICIENT DIMENSIONS TO INDICATE MAJOR PLAN SIZES AND TO LOCATE PRIMARY STRUCTURAL COMPONENTS. THE CONTRACTOR SHALL COORDINATE LOCATION OF SECONDARY ELEMENTS RELATED TO OTHER DISCIPLINES. USE DETAILS MARKED "TYPICAL" WHEREVER APPLICABLE. CHANGES, OMISSIONS OR SUBSTITUTIONS ARE NOT PERMITTED WITHOUT THE WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE 2018 INTERNATIONAL BUILDING CODE (IBC). THE DESIGN, ADEQUACY AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE STRUCTURAL ENGINEER.

SHOP DRAWINGS

SHOP DRAWINGS ARE TO BE CHECKED AND APPROVED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTING FOR STRUCTURAL REVIEW. ANY REQUEST FOR MODIFICATION TO THE DRAWINGS MUST BE SUBMITTED IN WRITING. THIS MAY BE ACCOMPLISHED THROUGH THE SHOP DRAWINGS ONLY IF THE CHANGE IS CLEARLY REPRESENTED, CLOUDED AND NOTED AS BEING A REQUESTED CHANGE REQUIRING THE STRUCTURAL ENGINEER APPROVAL. CHANGES TO THE DRAWINGS BY WAY OF THE SHOP DRAWINGS THAT ARE NOT CLEARLY NOTED AS STATED ABOVE, DO NOT CONSTITUTE AN AUTHORIZED CHANGE EVEN THOUGH THE DRAWINGS HAVE BEEN STAMPED WITH THE STRUCTURAL ENGINEER REVIEW STAMP. GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFICATION AND COORDINATION OF DIMENSIONS AND DETAILS FOR EACH SUBCONTRACTOR.

SHOP DRAWINGS SHALL INCLUDE PLANS AND DETAILS AS NECESSARY TO INDICATE UNDERSTANDING OF THE CONTRACT DOCUMENTS. ENSURE ADEQUATE COPIES OF SHOP DRAWINGS ARE SUBMITTED FOR THE CONTRACTOR, ARCHITECT, AND STRUCTURAL ENGINEER TO RETAIN ONE COPY EACH FOR THEIR FILES.

SHOP DRAWINGS ARE REQUIRED FOR THE FOLLOWING:

- * CONCRETE REINFORCING
- * STRUCTURAL STEEL
- * PRE-CAST CONCRETE

INFORMATIONAL SUBMITTALS

SUBMITTALS ARE TO BE CHECKED AND APPROVED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTING FOR STRUCTURAL REVIEW. SUBMITTALS SHALL INCLUDE CURRENT PRODUCT ICC/IAMPO REPORTS WHERE APPLICABLE AND INDICATED LOCATIONS OF USAGE FOR THE PRODUCT. ENSURE ADEQUATE COPIES OF SUBMITTALS ARE SUBMITTED FOR THE CONTRACTOR, ARCHITECT, AND STRUCTURAL ENGINEER TO RETAIN ONE COPY EACH FOR THEIR FILES.

INFORMATIONAL SUBMITTALS ARE REQUIRED FOR THE FOLLOWING:

- * CONCRETE MIX DESIGNATION
- * MISC. CONCRETE MATERIALS INCLUDING FORM MATERIALS, FORM TIES, AND REPAIR PRODUCTS

PRODUCT AND MATERIAL SUBSTITUTIONS

PRODUCTS AND MATERIALS ARE TO BE AS SPECIFIED IN THE CONTRACT DOCUMENTS AND APPROV4ED IN SUBMITTALS. SUBSTITUTIONS ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER AND LANDSCAPE ARCHITECT.

DESIGN LOADS

100 PSF
20 PSF
II
102 MPH (3 SEC GUST), EXPOSURE C
1.0
0.309
0.11
D
0.32
0.175
С

FOUNDATION

PER THE GEOTECHNICAL REPORT #B231756g BY ATLAS:

DESIGN ALLOWABLE SOIL BEARING PRESSURE	3000 PSF
ACTIVE LATERAL EARTH PRESSURE	40 PCF
PASSIVE LATERAL EARTH PRESSURE	422 PCF
SEISMIC ACTIVE EARTH PRESSURE	60 PCF
SEISMIC PASSIVE LATERAL EARTH PRESSURE	334 PCF
DRY UNIT WEIGHT	120 PCF 🔥
FRICTION COEFFICIENT	0.4
INTERNAL FRICTION ANGLE INTERNAL/EXTERNAL	(32/35 DEGREES)

BOTTOM OF ALL FOOTINGS TO BEAR ON COMPETENT, NATIVE, INORGANIC, UNDISTURBED SOIL 1'-0" MINIMUM BELOW EXISTING GRADE OR COMPACTED STRUCTURAL FILL; REFER TO THE GEOTECHNICAL REPORT FOR MORE INFORMATION. EXTEND ALL EXTERIOR FOOTINGS 24" MINIMUM BELOW FINISHED GRADE. NO FOOTING SHALL BEAR HIGHER THAN A 1 VERTICAL TO 1.5 HORIZONTAL SLOPE ABOVE ANY EXCAVATION, EXISTING OR PLANNED. CONTRACTOR SHALL PROVIDE TEMPORARY SHORING TO PREVENT MOVEMENT OF WALLS.

CAST-IN-PLACE & PRECAST CONCRETE

CONCRETE MIX: FOOTINGS, FOUNDATION WALLS, & PRECASTWALLS:

* ATTAIN THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS: 4500 PSI

* MAXIMUM SLUMP: 4" +/- 1"

* MAXIMUM W/C RATIO: 0.45

* AIR ENTRAINMENT: 6% +/- 1%

* MAXIMUM AGGREGATE SIZE: 3/4"

FOR SITE FLATWORK, SEE CIVIL & LANDSCAPE ARCHITECTURE DRAWINGS. CONSTRUCTION TO BE IN ACCORDANCE WITH ACI 318-14. LOCATION OF CONSTRUCTION OR CONTRACTION JOINTS MUST BE APPROVED BY THE STRUCTURAL ENGINEER IF DIFFERENT FROM THAT SHOWN ON PLANS.

FORM TIES: FACTORY-FABRICATED REMOVABLE TIES DESIGNED TO RESIST LATERAL PRESSURE OF FRESH CONCRETE ON FORMS AND TO PREVENT SPALLING OF CONCRETE ON REMOVAL. FURNISH TIES WITH TAPERED TIE CONE SPREADERS THAT, WHEN REMOVED, WILL LEAVE HOLES OF CONSISTENT DIAMETER IN CONCRETE SURFACE.

SURFACE QUALITY: LIMIT CONCRETE SURFACE IRREGULARITIES, DESIGNATED BY ACI 347 AS ABRUPT OR GRADUAL TO CLASS B, 1 4". SUBMIT REPAIR PROCEDURES AND MATERIALS FOR REVIEW.

WALL PANELS: TEMPORARILY BRACED UNTIL ALL FINAL CONNECTIONS ARE MADE. DESIGN FOR LOADS INDICATED ACCORDANCE WITH ACI 318-19. SUBMIT SHOP DRAWINGS, DESIGN CALCULATIONS, AND ERECTION STRESS CALCULATIONS FOR REVIEW BY THE ARCHITECT & STRUCTURAL ENGINEER PRIOR TO FABRICATION. THE CALCULATIONS AND DRAWINGS SHALL BE STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF IDAHO. ALL EMBEDDED ITEMS SHALL BE SUPPLIED BY THE PRECAST FABRICATOR.

FIELD SAMPLES: BEFORE CASTING THE PERMANENT STRUCTURE, PRODUCE FIELD SAMPLE PANELS OF THE WALLS AND WALL CAPS TO DEMONSTRATE THE APPROVED RANGE OF SELECTIONS. PRODUCE A MINIMUM OF THREE SETS OF WALL PANELS APPROXIMATELY 48"x48" MINIMUM AND FULL-SIZE WALL CAPS, TO DEMONSTRATE THE EXPECTED RANGE OF FINISH, COLOR, AND TEXTURE VARIATIONS. SAMPLES SHALL BE REVIEWED AN APPROVED BY THE STRUCTURAL ENGINEER AND LANDSCAPE ARCHITECT.

PERMEABILITY REDUCING ADMIXTURE: PROVIDE SIKA "WATER TIGHT CONCRETE POWDER" HYDROPHOBIC PORE BLOCKING ADMIXTURE AT FOOTINGS AND FOUNDATION WALLS ADJACENT TO THE IRRIGATION CANAL INDICATED ON THE DRAWINGS. MIX PRODUCT PER MANUFACTURER AND ACI 212 RECOMMENDATIONS.

REINFORCING STEEL

DEFORMED BARS: ASTM A615, GRADE 40 FOR #3; GRADE 60 FOR #4 & LARGER; ASTM A706 FOR WELDED CONDITIONS.

LAP SPLICES (HORIZONTAL AND VERTICAL STEEL)

* CONCRETE: 52-BAR DIA. FOR BEAMS, COLUMNS, RETAINING AND ABOVE-GRADE WALLS FOR #6 & SMALLER. 40-BAR DIA. OTHER, UNLESS NOTED OTHERWISE FOR #6 & SMALLER.

WELDED WIRE FABRIC SPLICES: WIRE SPACING + 2".

CONCRETE COVER:

UNLESS OTHERWISE NOTED ON THESE DRAWINGS, UTILIZE THE FOLLOWING CLEAR EMBEDMENT AT REINFORCING BARS TYPICALLY:

CONCRETE CAST AGAINST SOIL = 3".

FORMED CONCRETE EXPOSED TO EARTH OR WEATHER = 2" (#6 OR GREATER)

FORMED CONCRETE EXPOSED TO EARTH OR WEATHER = 1-1/2" (#5 OR LESS)

SLAB ON GRADE = 1-1/2".

USE ONLY A706 STEEL FOR ALL WELDED REINFORCING. SECURELY TIE ALL REINFORCING IN PLACE WITH DOUBLE ANNEALED 16-GAUGE IRON WIRE OR APPROVED CLIPS. SUBMIT SHOP DRAWINGS OF REINFORCING STEEL FOR REVIEW BY THE STRUCTURAL ENGINEER PRIOR TO FABRICATION.

EPOXY ADHESIVES

EPOXYADHESIVES:

* FOR INSTALLATION IN CONCRETE: HILTI "HIT-RE 500" & "HIT-HY 200"

STRUCTURAL AND MISC. STEEL

CHANNELS, ANGLES, PLATES AND BARS: ASTM A36, Fy = 36 KSI MINIMUM.

HOLLOW STRUCTURAL SHAPES (HSS): ASTM A500, GRADE B, Fy = 46 KSI (RECTANGULAR SECTIONS), Fy = 42 KSI (ROUND SECTIONS).

PIPE: ASTM A53 OR A501, Fy = 35 KSI MINIMUM.

MECHANICAL BOLTS: IN CONCRETE AND GROUTED MASONRY, SIMPSON "TITEN HD" OR APPROVED EQUIVALENT

EPOXY ANCHORS: STAINLESS STEEL THREADED ANCHOR RODS CONFORMING TO ASTM F593, ALLOY GROUP 1, TYPE 304, CONDITION CW. INSTALL RODS USING APPROPRIATE EPOXY ADHESIVE FOR THE BASE MATERIAL ACCORDING TO THE "EPOXY ADHESIVE" SECTION ABOVE.

WELDING ELECTRODES OR WIRES: AWS A5.1 OR A5.5, E70XX; AWS A5.18, E70S-X; AWS A5.20, E7XT-X.

ERECTION AND FABRICATION: IN ACCORDANCE WITH AISC "SPECIFICATIONS FOR DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS". WELDING SHALL CONFORM TO AWS "CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION". ALL WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS. ALL COLUMNS AND BEAMS TO BE FROM UN-SPLICED LENGTHS UNLESS NOTED OTHERWISE ON THE DRAWINGS. SUBMIT SHOP DRAWINGS SHOWING SIZES, DIMENSIONS AND REQUIRED CONNECTION DETAILS FOR REVIEW BY THE STRUCTURAL ENGINEER PRIOR TO FABRICATION.

FIELD WELDS: WELDING OF STRUCTURAL STEEL SHALL BE PERFORMED IN THE SHOP WHENEVER PRACTICAL. AN EFFORT HAS BEEN MADE TO INDICATE WELDS THAT CAN BE OR SHOULD BE FIELD WELDED. IT IS, HOWEVER, THE FABRICATORS RESPONSIBILITY TO DECIDE WHERE AND HOW THE WELDING IS TO BE ACCOMPLISHED TO ACHIEVE THE INTENDED RESULT.

PECIAL STRUCTURAL INSPECTIONS

THE OWNER SHALL EMPLOY A SPECIAL INSPECTION SERVICE TO PERFORM INSPECTIONS IN ACCORDANCE WITH CHAPTER 17 OF THE 2018 INTERNATIONAL BUILDING CODE. INSPECTION REPORTS FOR THE ITEMS LISTED IN THE SPECIAL INSPECTION TABLES SHALL BE FURNISHED TO THE STRUCTURAL ENGINEER OF RECORD IN A TIMELY MANNER. INSPECTION REPORTS SHALL INDICATE THAT WORK INSPECTED WAS DONE IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES THAT ARE NOT CORRECTED SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER OF RECORD PRIOR TO THE COMPLETION OF THAT PHASE OF THE WORK. A FINAL REPORT DOCUMENTING THE REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF ANY DISCREPANCIES NOTED IN THE INSPECTIONS SHALL BE SUBMITTED TO THE OWNER AND STRUCTURAL ENGINEER OF RECORD.

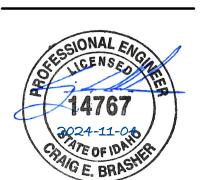




BOISE CITY CANAL MULTI-USE PATHW Capital City Development Corporation

6. ASI 002 11.04.24

A. BCCC/ACHD COM #1 06.19.24

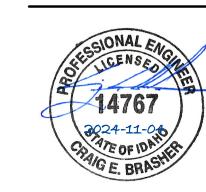


Date of Issuance:
Project Milestone:

MULTI-USE PATHWAY

05.03.2024

S1.1



Project No.:

Date of Issuance

MULTI-USE PATHWAY
SPECIAL INSPECTIONS

SPECIAL INSPECTION TABLE 1 1705.6 SOILS		
MATERIAL/ACTIVITY	CONTINUOUS	<u>PERIODIC</u>

	<u>NO</u>	<u>MATERIAL/ACTIVITY</u>	CONTINUOUS	PERIODIC
Х		1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		Х
Х		2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		Х
Х		3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		Х
Х		4. VERIFY USE OF PROPER MATERIALS, DENSITIES, AND LIFT THICKNESS DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	Х	
Х		5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.		Х

SPECIAL INSPECTION TABLE 2 1705.3 CONCRETE CONSTRUCTION						
<u>YES</u>	<u>NO</u>	MATERIAL/ACTIVITY 9		PERIODIC		
X		1. INSPECTION OF REINFORCING STEEL, INCLUDING PRESTRESSING TENDONS, AND PLACEMENT.		Х		
	х	2. INSPECTION OF REINFORCING STEEL WELDING IN ACCORDANCE WITH TABLE 1705.2.2 ITEM 2B.				
	х	3. INSPECTION OF ANCHORS CAST IN CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED PER SECTION 1908.5 OR WHERE STRENGTH DESIGN IS USED.		Х		
Х		4. INSPECTION OF ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS.		Х		
Х		5. VERIFY USE OF REQUIRED DESIGN MIX		Х		
Х		6. AT THE TIME OF FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	Х			
Х		7. INSPECTION OF CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	х			
Х		8. INSPECTION FOR MAINTENANCE OF SPECIFIED ED CURING TEMPERATURE AND TECHNIQUES.		Х		
	Х	9. INSPECTION OF PRESTRESSED CONCRETE:				
		A. APPLICATION OF PRESTRESSING FORCES	х			
~~~		B. GROUTING OF BONDED PRESTRESSING TENDONS IN THE SEISMIC-FORCE-RESISTING SYSTEM	х			
Х		10. ERECTION OF PRECAST CONCRETE MEMBERS.		Х		
	Х	11. VERIFICATION OF IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.		Х		
Х		12. INSPECTION OF FORMWORK FOR SHAPE, LINES, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.		Х		



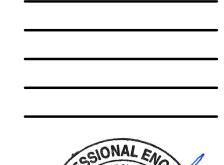


# BOISE CITY CANAL MULTI-USE PATHWAY Capital City Development Corporation

Revisions

A. BCCC/ACHD COM #1 06.19.24

6. ASI 002 11.04.24

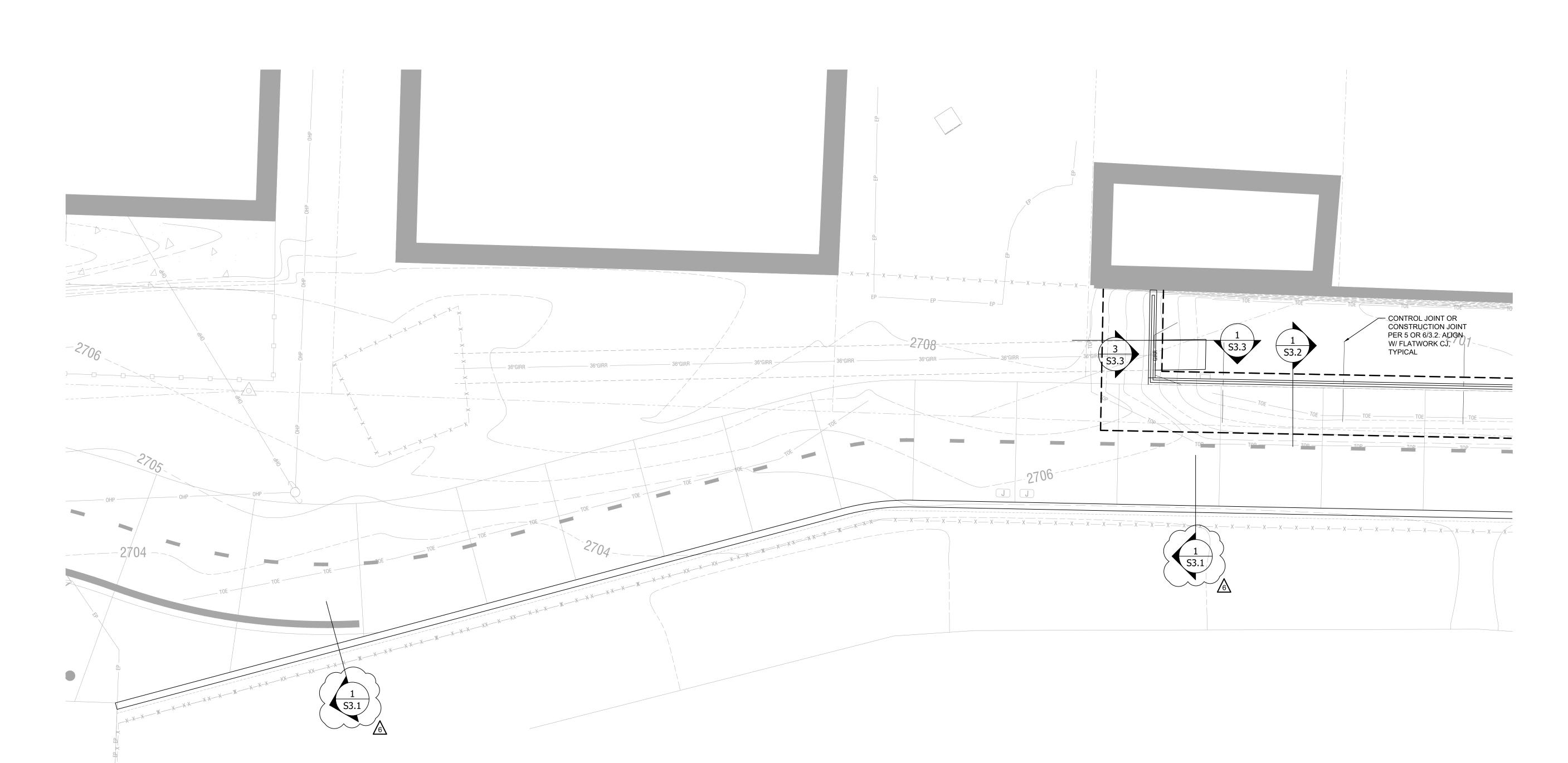




Project No.: Date of Issuance: Project Milestone:

MULTI-USE PATHWAY STRUCTURAL PLAN

**S2.1** 







# BOISE CITY CANAL MULTI-USE PATHWAY Capital City Development Corporation

Revisions

A. BCCC/ACHD COM #1 06.19.24

6. ASI 002 11.04.24



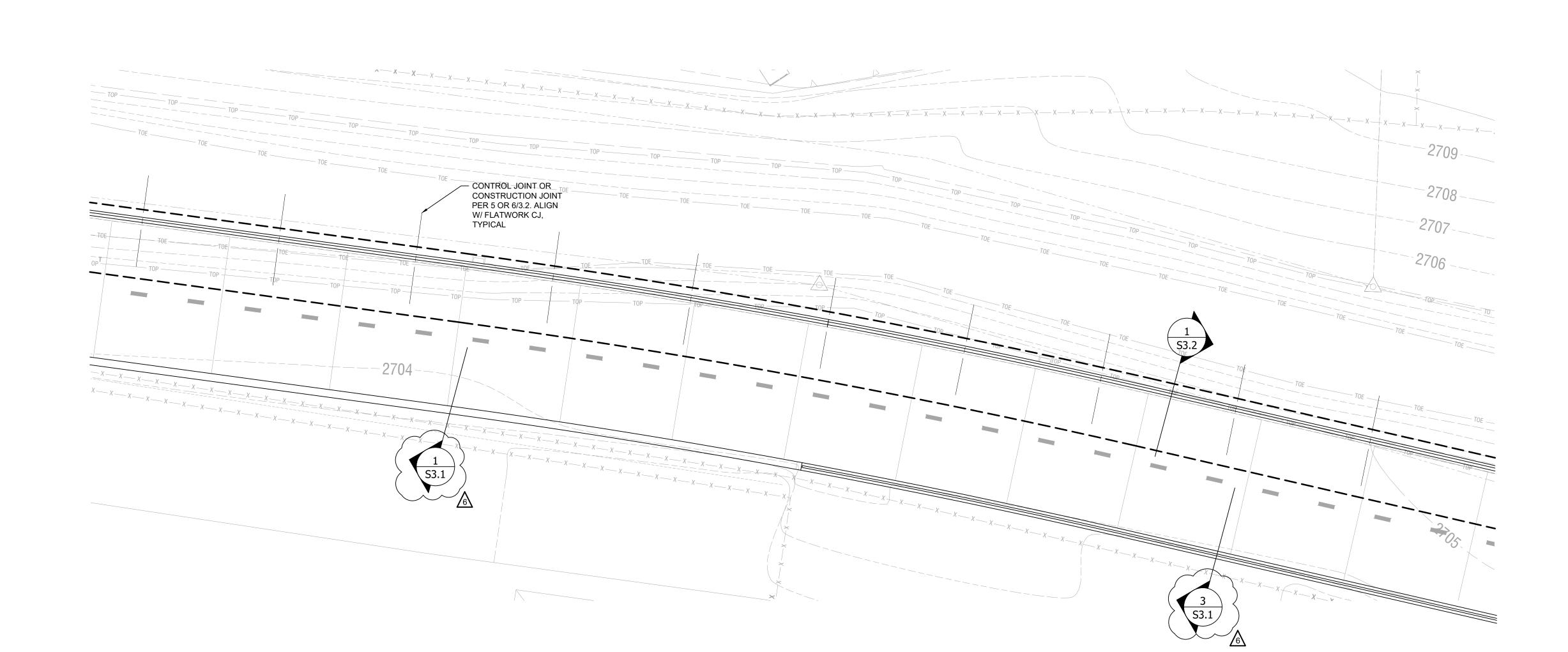
Project No.:

Date of Issuance:

Project Milestone:

MULTI-USE PATHWAY STRUCTURAL PLAN

**S2.2** 





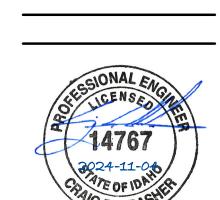


# BOISE CITY CANAL MULTI-USE PATHWAY Capital City Development Corporation

Revisions

A. BCCC/ACHD COM #1 06.19.24

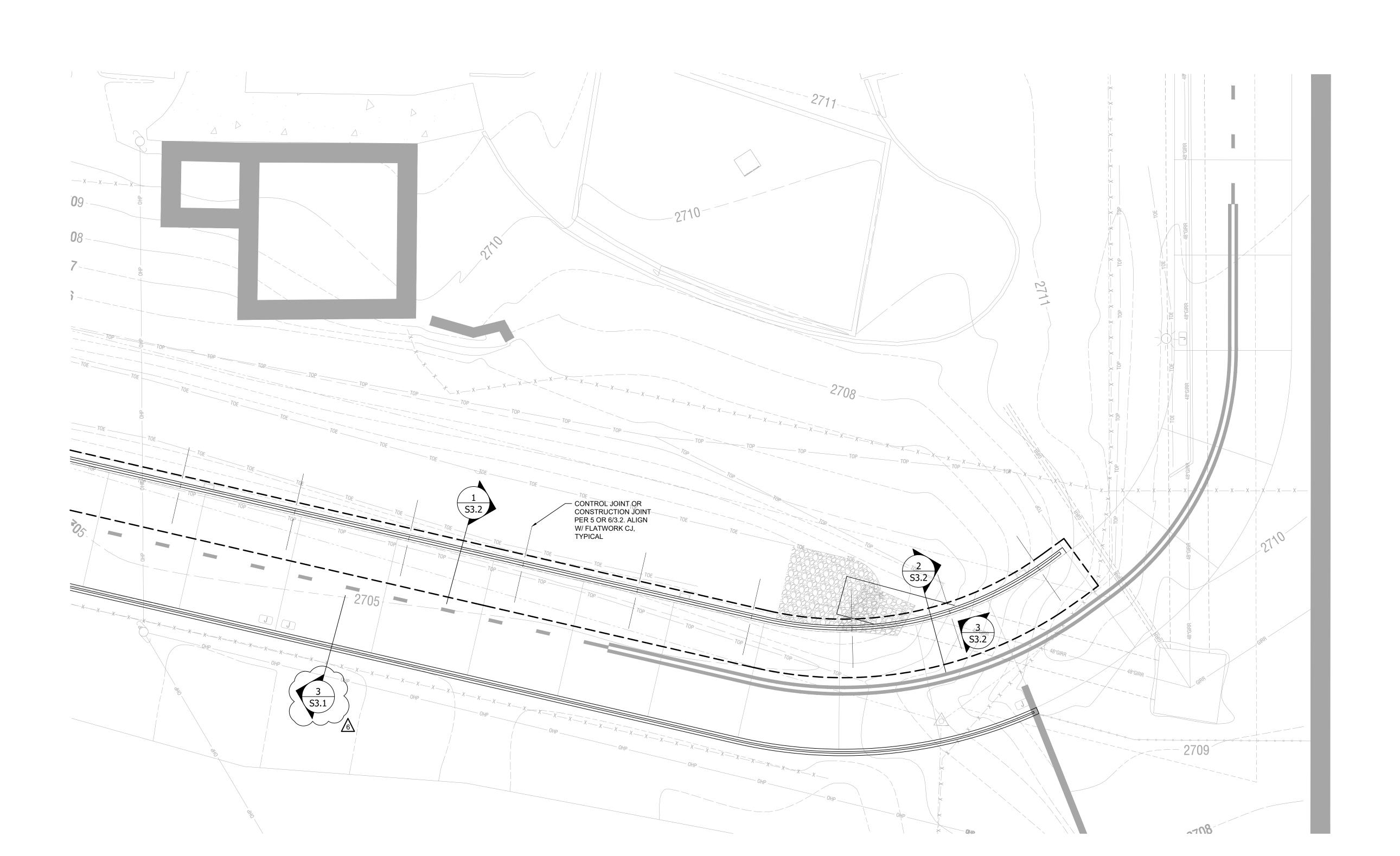
6. ASI 002 11.04.24

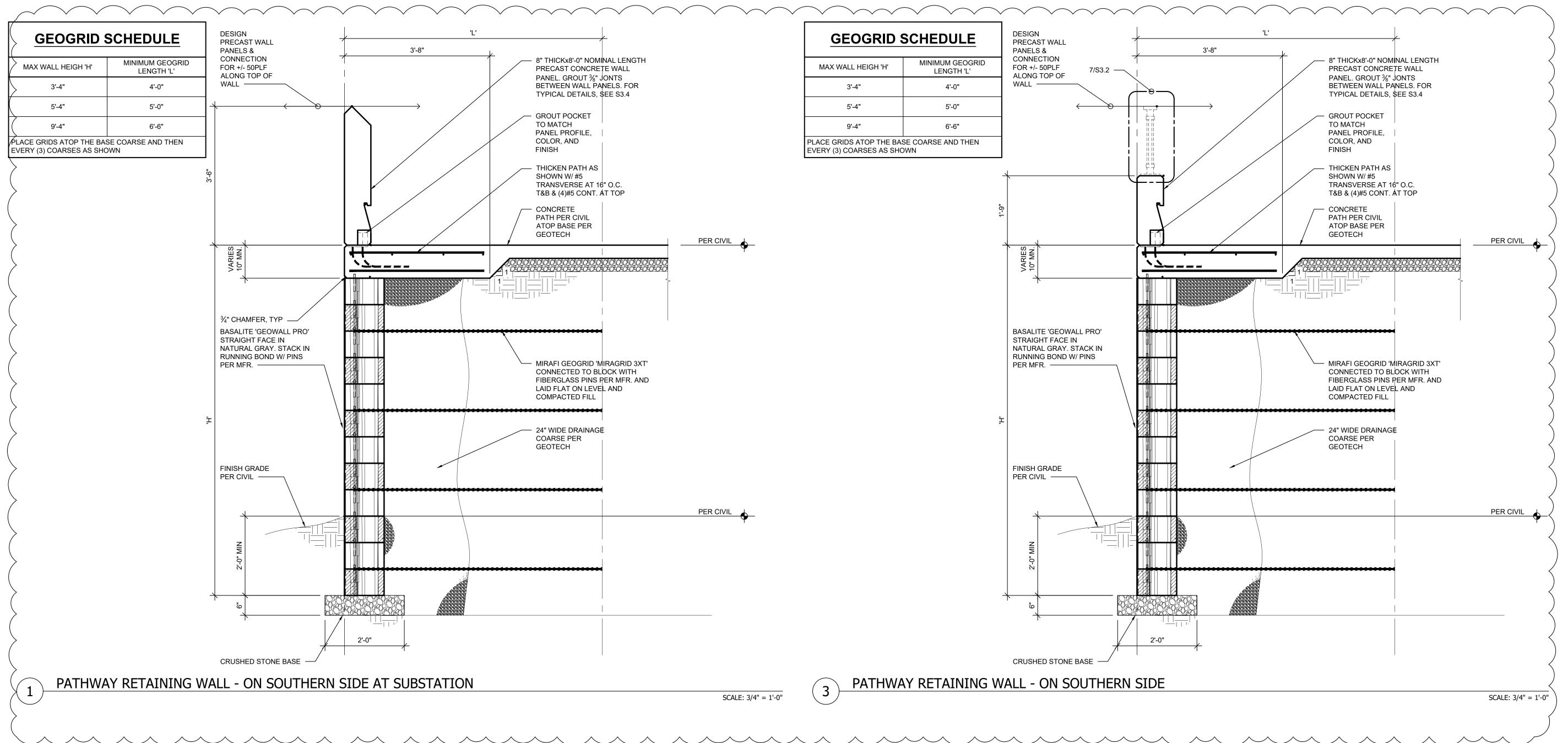


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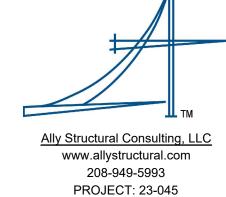
MULTI-USE PATHWAY STRUCTURAL PLAN

**S2.3** 









# BOISE CITY CANAL MULTI-USE PATHWAY Capital City Development Corporation

Revisions

A. BCCC/ACHD COM #1 06.19.24

6. ASI 002 11.04.24

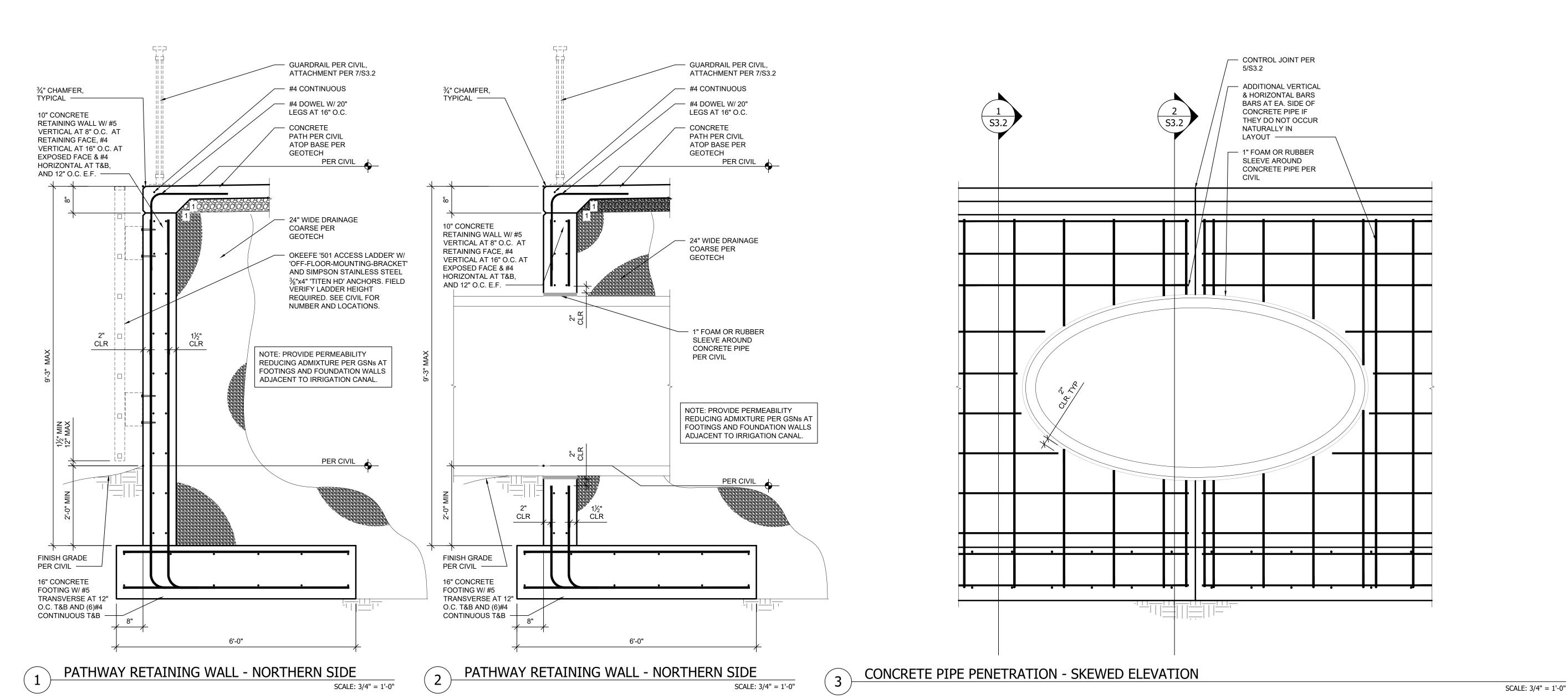


Project No.:

Date of Issuance:

Project Milestone:

MULTI-USE PATHWAY STRUCTURAL DETAILS



— STOP & START

REINFORCING

EA. SIDE JOINT

VERTICAL

TYPICAL CONSTRUCTION JOINT (COLD JOINT)

REINFORCING

PER DETAIL EA.

SIDE OF JOINT

SCALE: 1 1/2" = 1'-0"

HORIZ.

LOCATE

JOINT FILLER

SEE 2/C2.50 —/

PATH SIDE

& SEALANT

CONSTRUCTION

JOINTS AT CJ

LOCATIONS -

STOP & START

REINFORCING

EA. SIDE OF CJ

VERTICAL

REINFORCING

PER DETAIL EA.

SCALE: 1 1/2" = 1'-0"

SIDE OF CJ

HORIZ.

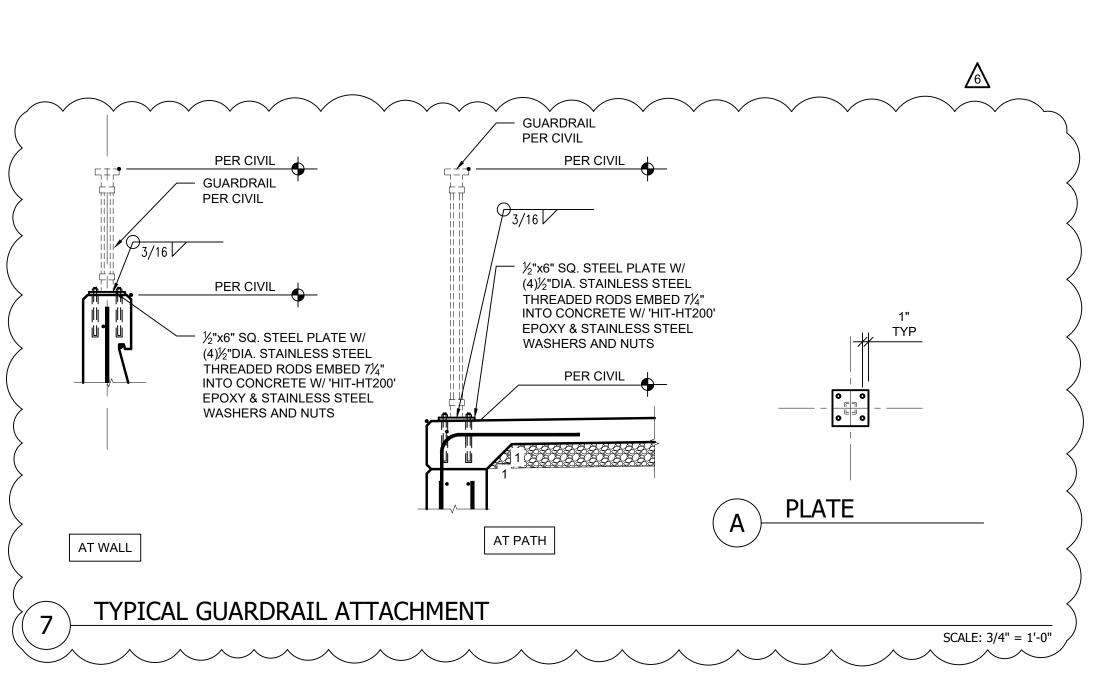
ALIGN W/ CIVIL FLATWORK CJ

20'-0" O.C. MAX.

PATH SIDE

TYPICAL CONTRACTION JOINT

LOCATIONS,





Ally Structural Consulting, LLC
www.allystructural.com
208-949-5993
PROJECT: 23-045

## BOISE CITY CANAL MULTI-USE PATHWAY Capital City Development Corporation



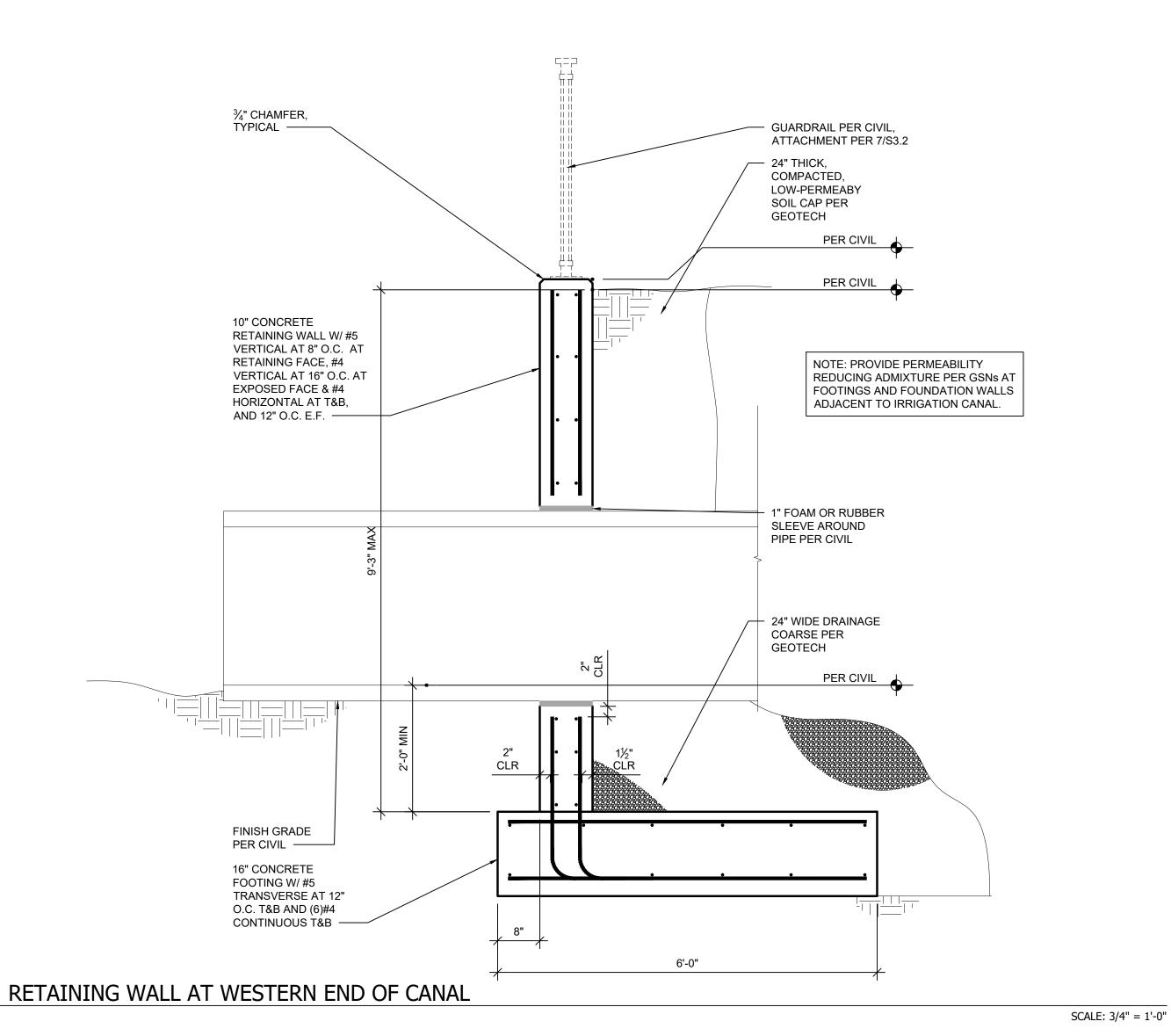
05.03.2024

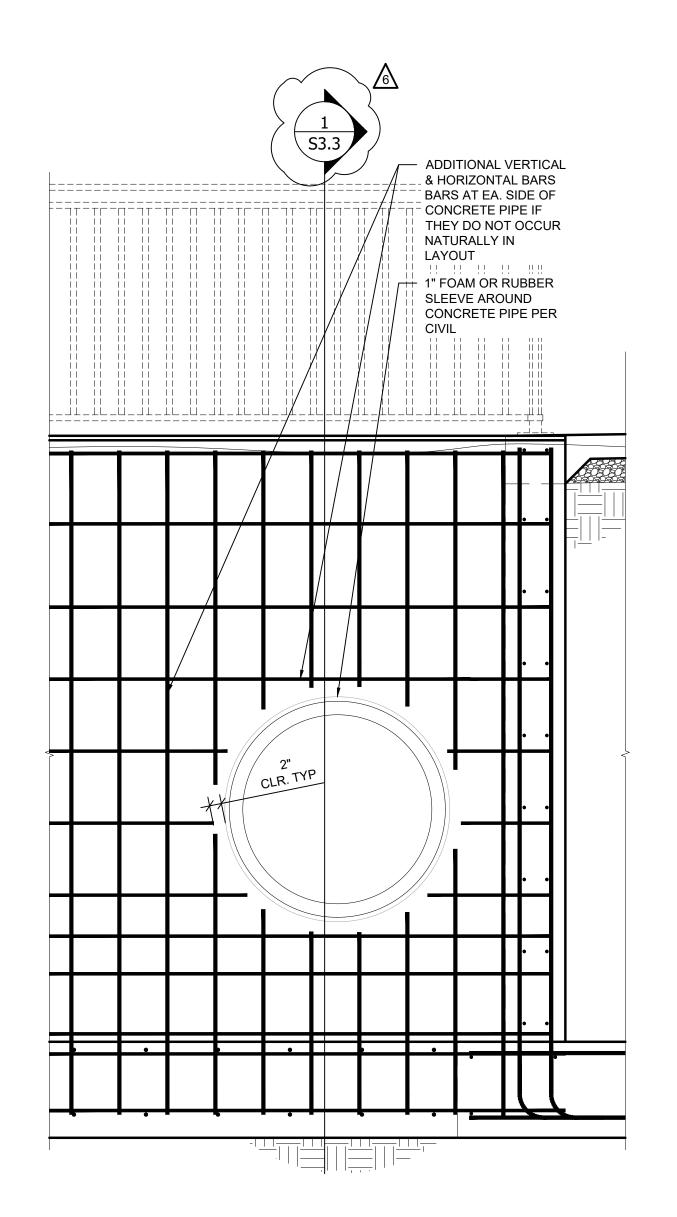
Permit Set

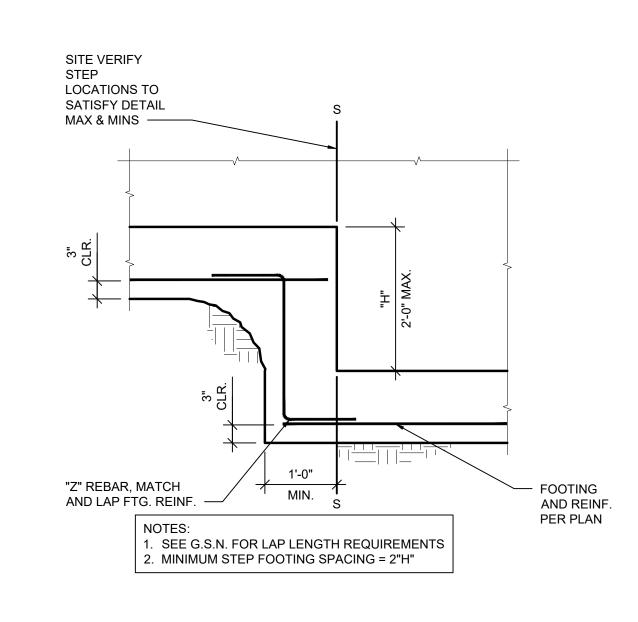
Project No.:
Date of Issuance:
Project Milestone:

MULTI-USE PATHWAY STRUCTURAL DETAILS

**S3.2** 







CONCRETE PIPE PENETRATION - ELEVATION

SCALE: 3/4" = 1'-0"

4 TYPICAL STEP AT CONCRETE FOUNDATION

SCALE: 3/4" = 1'-0"





# BOISE CITY CANAL MULTI-USE PATHWAY Capital City Development Corporation

A. BCCC/ACHD COM #1 06.19.24

6. ASI 002 11.04.24



Project No.: 122112

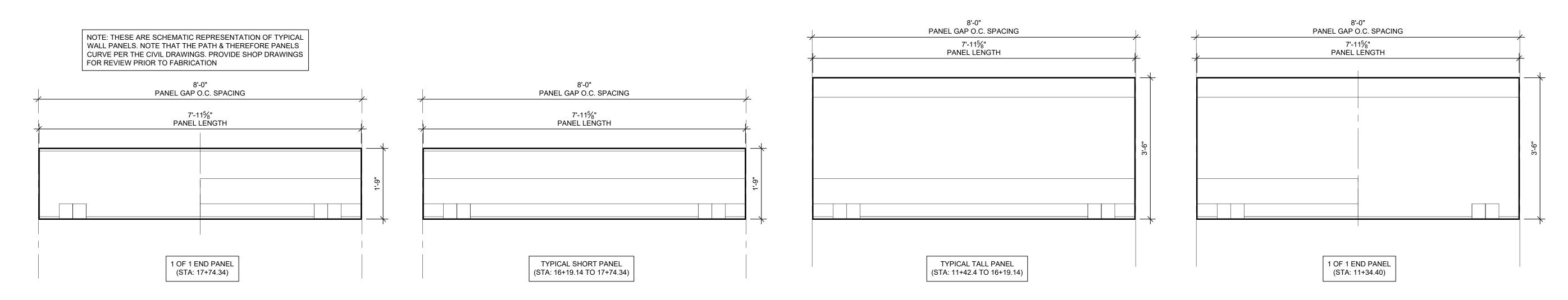
Date of Issuance: 05.03.2024

Project Milestone: Permit Set

MULTI-USE PATHWAY

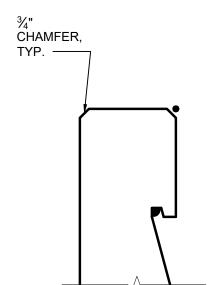
S3.3

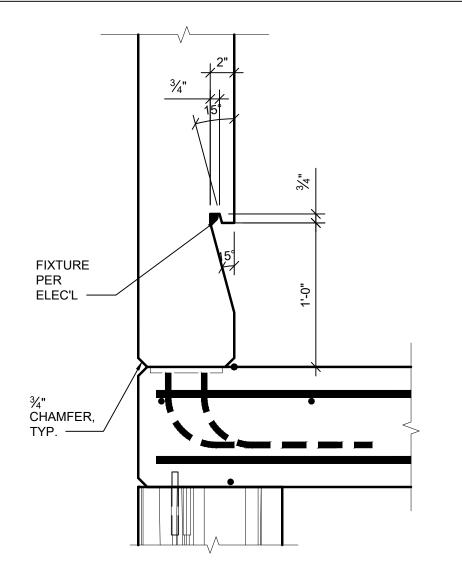
STRUCTURAL DETAILS

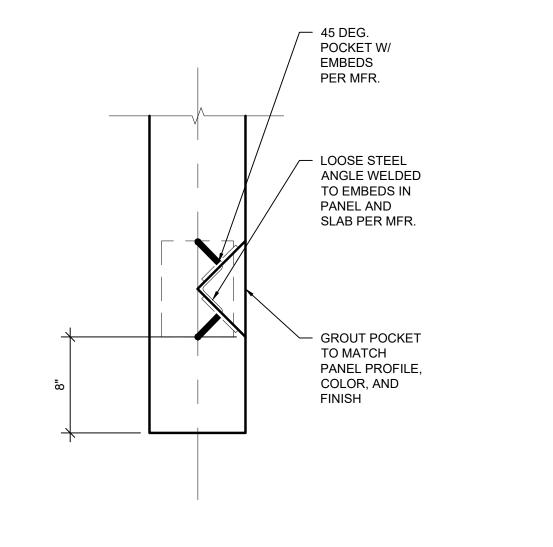


PRECAST WALL PANEL ELEVATIONS

¾" CHAMFER, TYP. —







TYPICAL TALL PRECAST WALL PANEL TOP DETAIL

TYPICAL SHORT PRECAST WALL PANEL TOP DETAIL

TYPICAL PREACAST WALL PANEL BOTTOM DETAIL

TYPICAL PRECAST CONNECTION POCKET DETAIL

PROJECT: 23-045 **PATHWAY** oration Corp pment Develo **CANAL** BOISE Capita

SCALE: 3/4" = 1'-0"

Ally Structural Consulting, LLC www.allystructural.com 208-949-5993

Revision	ons	
Α. Ι	BCCC/ACHD COM	#1 06.19.24
6.	ASI 002	11.04.24



05.03.2024 Date of Issuance: **MULTI-USE PATHWAY** STRUCTURAL DETAILS



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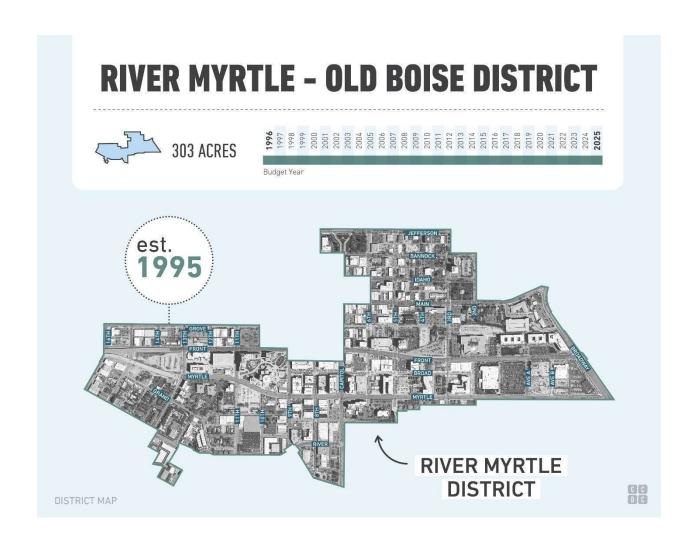
DATE: February 10, 2025

TO: Latonia Haney Keith, Chair

**Board of Commissioners** 

FM: John Brunelle, Executive Director

RE: CCDC Monthly Report





### **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 demolition began in December 2024. The project is scheduled to be completed in March 2025. 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,

## 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.

2024. Construction of eligible public improvements is complete, and the Agency will be issuing the reimbursement payment in February 2025. *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 as schedule and budget permit. *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 design, design review approval, construction documents, and construction administration. The project received City of Boise Design Review approval in March 2024 and the design team has completed construction documents and permitting. Guho Corp. has been contracted with for pre-construction and construction services and construction began in December 2024 and will be complete in August 2025. *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. as the approved CM/GC. The Board approved a second amendment accepting the construction of the full scope of improvements at the October 2024 Board meeting. Construction began on October 31 and has an anticipated completion of September 2025, in accordance with the closure of the River Myrtle-Old Boise District. *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 is essential. CCDC has acquired the necessary permanent and temporary easements to construct the pathway. CCDC selected The Land Group as the Design Professional of Record. Wright Brothers, The Building Company, Eagle LLC was awarded the construction contract through a two-step pre-qualification process and the Board approved their contract at the August 28 Board meeting. Construction began in December 2024. *Project Lead: Megan Pape* 

### Place Making

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 in June 2023 and has since completed the improvements on Grove Street between 9th Street and 15th Street. On January 6, 2025, Guho started improvements to the last remaining block of Grove Street – 15th Street to 16th Street. *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 in January 2023. The results were analyzed to prepare concepts for the design alternatives public open house, which occurred in April 2023 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 2023, City Council in December 2023 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. A groundbreaking ceremony was held on January 22, 2025, and construction began on January 27, 2025. Construction is scheduled to be complete by July 24, 2025, in time for the Jaialdi celebration. *Project Lead: Toby Norton* 

### Special Projects

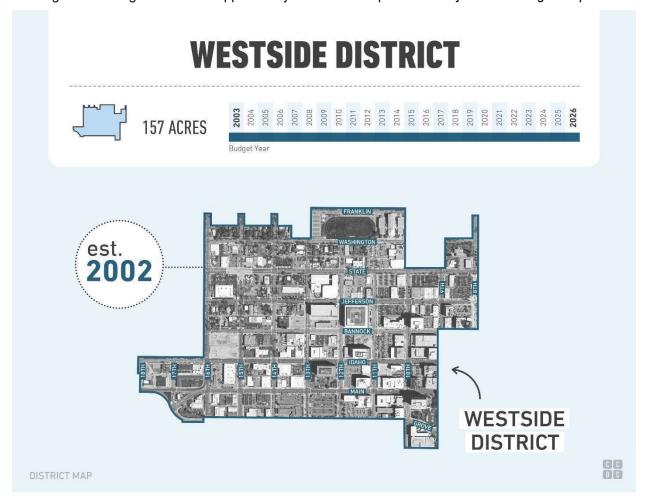
RMOB Public Art - City of Boise Broad Street Sculpture - PP Type 4: The Arts & History Commission approved the design in October 2020. CCDC supported the project through funding and involvement in the selection process. Fabrication of the sculpture is complete, and Arts & History has decided to store 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 were fifteen traffic boxes in the River Myrtle-Old Boise District that required 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. Boise City Department of Arts & History applied for and was eligible for a reimbursement of \$29,031.00 in October 2024. *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* 



### Economic Development

**1010 W. Jefferson St. - Parking Facility:** At the December 2024 meeting, the Agency presented to the Board the opportunity to redevelop 1010 W. Jefferson St. into a multi-purpose parking facility. The project would expand the ParkBOI system and the urban fabric of Boise's downtown with 300-500 parking stalls and active ground floor commercial space. In January, the Agency completed a Request for Qualifications (RFQ) process and selected KPFF, Inc. from its structural engineer on-call list to provide design services. The Agency has an RFQ open for CM/GC services and is consulting with its Municipal Advisor to create a preliminary financial plan for the project. The Board will consider Task Order 24-002 with KPFF at its February Board meeting and the Agency plans to present rankings from the CM/GC RFQ to the Board in March. *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. Agency continues to coordinate with adjacent YMCA project on to the north of the 1010 building: *Project Lead: Aaron Nelson* 

<u>1015 Main St. - Smith Block Building - PP Type 1:</u> 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 window replacement, historically accurate awnings, and new storefront display windows and entry doors. Construction is underway with anticipated completion in early 2025. *Project Lead: Kassi Brown* 

**1111 W. State Street:** Formerly known as Block 69 North, this half-block parcel was acquired through a land exchange with the YMCA in September 2024. Prior to the exchange, the previous owner cleared the property of all improvements. The property is currently vacant. The Agency anticipates using the property as a construction staging area for multiple Agency Capital Improvements Projects throughout downtown as well as staging for the CapEd YMCA construction. Project Lead: *Zach Piepmeyer* 

1522 W. State St. - 16th & State - PP Type 2: Developer Johnson & Carr hosted a groundbreaking event for a seven-story mixed-use building with 104 residential units and 1,600 square feet of ground-floor retail on the site of an old gas station. The project includes workforce housing with 10 percent of the units reserved for rent-restricted, income-qualified residents. Public improvements eligible for CCDC reimbursement include streetscapes along 16th and State Streets. Utility upgrades include water line relocations and stormwater management infrastructure. Total Development Costs are estimated at \$25 million, and Eligible Expenses at \$657,655. The project is requesting the use of CIP funds dedicated to housing developments that are to be completed before the expiration of the Westside District. The Board approved the final agreement in March 2023, and construction is underway. *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 aligns 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 Board approved the contract amendment for construction at the December 2024 Board meeting and construction started 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.

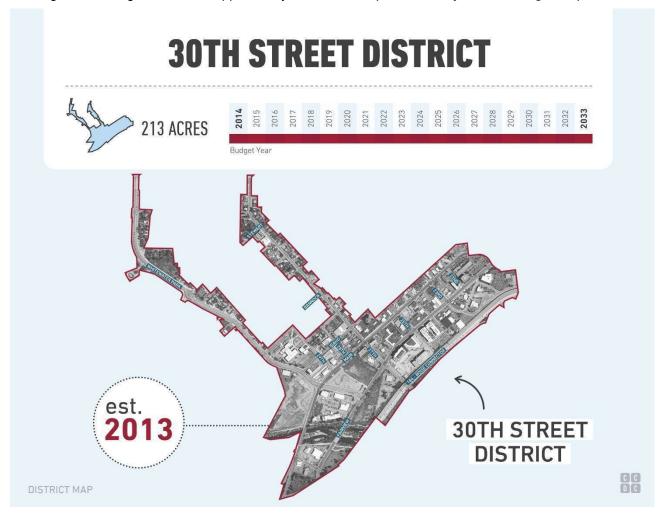
CCDC's project will underground overhead power and telecommunication lines and make streetscape and transit improvements between State and Franklin streets. Kittelson & Associates is leading the design effort and McAlvain Construction is the Construction Manager/General Contractor (CM/GC). The Board approved the contract amendment for construction at the December 2024 Board meeting and construction started 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* 



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 include 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 approved a final agreement in October 2023 and construction of New Path 2 began in October 2024. Project Lead: Corrie Brending

Infrastructure

West End Water Renewal Infrastructure - PP Type 4: The City of Boise is undertaking 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. Anticipated completion of the project is May 2025. *Project Lead: Corrie Brending* 

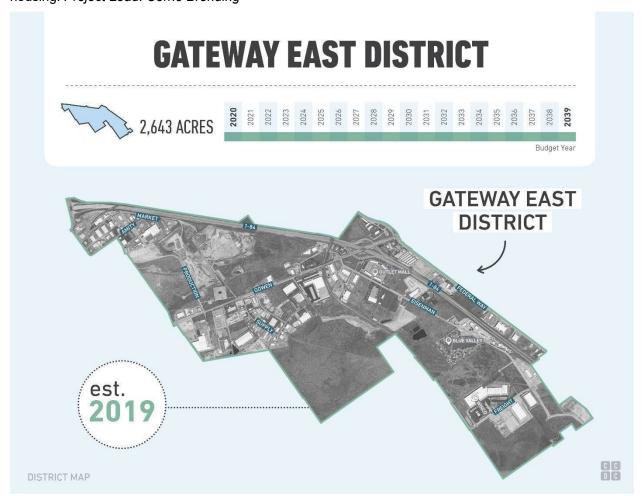


**Economic Development** 

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* 



### Economic Development

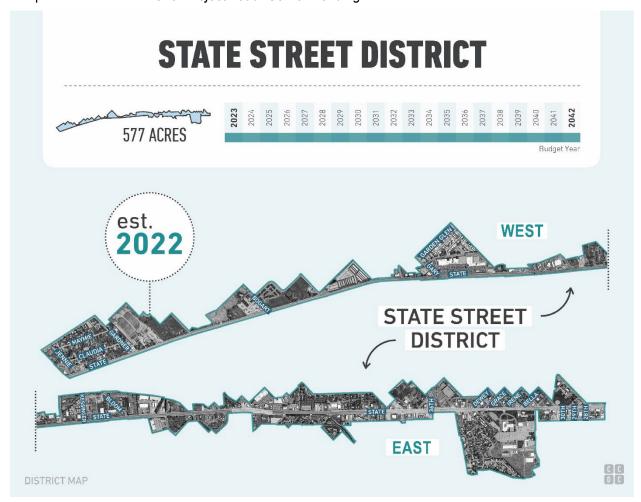
2392 E. WinCo Ct. - Eastport Logistics - PP Type 4: Eastport Logistics is a 44-acre Industrial development project located in the Gateway East District at 2392 East WinCo Court. The planned uses are a mix of warehouse, distribution, and manufacturing for a total of approximately 687,000 square feet between 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 2024 and construction is underway *Project Lead: Corrie Brending* 

951 E. Gowen Rd. - Red River Logistics and Commerce Centers - PP Type 2: The Board approved this Agreement 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 Spring 2025. *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* 



Economic Development

**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* 

**1620 N. 31st St. - 31St Street Apartments - PP Type 1**: The Agency received a Type 1 application from Tai June Properties, LLC for a proposed residential development on the corner of 31st and Bella Streets. The new construction consists of five residential units, each approximately 1,707 square feet with three bedrooms and two and a half bathrooms. Long-term bike storage will be provided, along with nine parking spaces for residents and guests. Public improvements include new sidewalks, trees, landscaping, and stormwater mitigation upgrades. The Board designated the project at the January 13, 2025 meeting and the Agency will present a final agreement for approval at the February 10, 2025 meeting. *Project Lead: Kassi Brown* 



### 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 an 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 Building is constructing the new elevator control room on the first floor of the garage with elevator upgrades commencing in early January 2025. The estimated completion date is March 2025. *Project Lead: Aaron Nelson* 

<u>Capitol and Myrtle Garage Rout & Seal Repairs:</u> The Agency has hired Jacobs Engineering Group as a design professional to provide services as follows: Provide construction documents and drawings, bid support, construction administration until project completion. Once final design documents are delivered the project will be sent out for bid and the Agency will seek board approval in March. Anticipated construction start is April and project completion will be in the fall of 2025. *Project Lead: Aaron Nelson* 

10th & Front Garage Structural Repairs Phase 3: The Agency has hired Desman or the third (final) phase of structural concrete slab repairs focusing on (25) beam repair located on Level 3. Desman will provide final design services based on a previous 2020 assessment identifying the locations of structural repair needs. Desman will also provide assistance during bidding and services during construction. The Agency will be seeking board approval in March with construction starting in the spring 2025 and the project being completed fall 2025. *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 identified



Amano-McGann, Inc. as the highest ranked proposer and is negotiating a final agreement with them. Installation of the new PARCS will begin in spring/summer 2025. *Project Lead: Zach Piepmeyer* 

9th & Front Stair Tower Enclosure and Elevator Modernization: This two-part project at the 9th & Front ParkBOI parking garage consists of the modernization of three (3) elevators and the potential enclosure of two (2) stair towers. An assessment completed in early 2024 determined that the three existing parking garage elevators are approaching the end of their service life and need modernization. The garage also exhibits two external stair towers with open-air designs that have required regular maintenance to ensure the structural integrity and safety of the towers. This project will address both the design for the elevator modernization and provide an alternate analysis that compares multiple ways to enclose each stair tower. This project aims to protect and extend the lifespan of CCDC's assets, while improving the functionality of the property and ensuring a safe environment for all users. The Agency is reviewing proposals received as part of the design RFQ, and the CM/GC RFQ will be issued on February 6, 2025. *Project Lead: Kassi Brown* 

### **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
September 25, 2024	September 2025	December 31, 2024
Issues/Comments:	A meeting was held, and the main topic of discussion was current repair to work and upcoming PARCS replacement effort.	

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 17, 2024	September 2025	November 30, 2025	
Issues/Comments:			

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 23, 2024	October 2025	TBD
Issues/Comments:	Annual meeting was held in October 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
September 24, 2024	September 2025	February 2025
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 16, 2024	September 2025	September 2025
Issues/Comments:	Annual meeting was held on September Gold Members of Idaho Steelheads now Minor column repair at ground level to be	park at the 9th & Main Garage.

### **ACME Fast Freight Condominium Association**

CCDC Contact: Zach Piepmeyer

Member	Unit	Percent Interest
CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9% (Units 104, 105, 201, 202, 301, 302, 401)	66.490%
Boise Metro Chamber	Boise Chamber Offices (Units 101, 102, 203)	5.025%
	Condo Board Meetings	
Last Meeting/Report	Next Meeting	Next Report Due
June 22, 2023	TBD	January 2025
Issues/Comments:		

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## VI. ADJOURN



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