



**BOARD
OF
COMMISSIONERS
MEETING
March 10, 2025**

CAPITAL CITY DEVELOPMENT CORPORATION

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

Live stream available at <https://ccdcbosie.com/board-of-commissioners/>

A G E N D A

- I. **CALL TO ORDER**..... Chair Haney Keith
- II. **ACTION ITEM: AGENDA CHANGES/ADDITIONS**..... Chair Haney Keith
- III. **ACTION ITEM: CONSENT AGENDA**
 - A. Expenses
 - 1. Approve Paid Invoice Report for February 2025
 - B. Minutes and Reports
 - 1. Approve Meeting Minutes for February 10, 2025
 - C. Other
 - 1. FY2025 Q1 Financial Report (Unaudited)
 - 2. Approve Resolution 1921: Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project. Amendment 2 to Task Order 19-005 with The Land Group, Inc. for Professional Design Services
 - 3. Approve Resolution 1920: ParkBOI PARCS Replacement Project. Amendment 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services
 - 4. Approve Resolution 1922: Records Disposition

IV. ACTION ITEM

- A. CONSIDER 2024 Annual Report..... Lana Graybeal (5 minutes)
- B. PUBLIC COMMENT 2024 Annual Report..... Chair Haney Keith (5 minutes)
- C. PUBLIC HEARING: Proposed FY2025 State Street District Amended Budget
..... Chair Haney Keith (5 minutes)
- D. CONSIDER Resolution 1917: Adopt FY2025 State Street District Amended Budget
..... Joey Chen (5 minutes)
- E. CONSIDER Resolution 1918: River Myrtle – Old Boise District Termination Resolution
..... Joey Chen (10 minutes)
- F. CONSIDER Resolution 1919: 1010 W. Jefferson Street Commercial Space and Public Parking Facility.
Construction Manager/General Contractor (CM/GC) RFQ Ranking
..... Alexandra Monjar, Amy Fimbel (10 minutes)

V. 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://ccdcbosie.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. CONSENT AGENDA



Paid Invoice Report

For the Period: 2/1/2025 through 2/28/2025

<u>Payee</u>	<u>Description</u>	<u>Payment Date</u>	<u>Amount</u>
Debt Service:			
		Total Debt Payments:	-
Payroll:			
457(b)	Retirement Payment	2/5/2025	1,860.04
CCDC Employees	Direct Deposits Net Pay	2/5/2025	48,363.97
EFTPS - IRS	Federal Payroll Taxes	2/5/2025	19,735.92
Idaho State Tax Commission	State Payroll Taxes	2/5/2025	2,963.00
PERSI	Retirement Payment	2/3/2025	25,668.25
457(b)	Retirement Payment	2/19/2025	1,860.04
CCDC Employees	Direct Deposits Net Pay	2/19/2025	47,025.42
EFTPS - IRS	Federal Payroll Taxes	2/19/2025	21,160.04
Idaho State Tax Commission	State Payroll Taxes	2/19/2025	3,219.00
PERSI/Empower	Retirement Payment	2/17/2025	25,668.25
		Total Payroll Payments:	197,523.93
Checks and ACH			
Various Vendors	Check and ACH Payments (See Attached)	2/28/2025	2,916,552.70

Total Cash Disbursements: \$ 3,114,076.63

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

Joey Chen

 Finance Director

 3/4/2025

 Date

John Brunelle

 Executive Director

 3/4/25

 Date

Report Criteria:

Summary report type printed
Check.Voided = no

Name	Check Amount	Check Issue Date
Abbey Louie LLC	6,000.00	02/28/2025
Total Abbey Louie LLC:	6,000.00	
ABC Stamp Signs & Awards	20.85	02/26/2025
	18.40	02/26/2025
Total ABC Stamp Signs & Awards:	39.25	
Atlas Technical Consultants LLC	2,779.60	02/27/2025
Total Atlas Technical Consultants LLC:	2,779.60	
AVI Systems	11,622.32	02/28/2025
Total AVI Systems:	11,622.32	
Barrier Building Inc.	8,800.00	02/28/2025
Total Barrier Building Inc.:	8,800.00	
Berkley North Pacific	477.00	02/26/2025
Total Berkley North Pacific:	477.00	
Blue Cross of Idaho	35,866.05	02/03/2025
Total Blue Cross of Idaho:	35,866.05	
Boise City Dep of Arts & History	112,316.50	02/26/2025
Total Boise City Dep of Arts & History:	112,316.50	
Boise City Utility Billing	10.72	02/26/2025
Total Boise City Utility Billing:	10.72	
Boise Metro Chamber of Com	2,500.00	02/27/2025
Total Boise Metro Chamber of Com:	2,500.00	
Boxcast Inc	50.52	02/27/2025
Total Boxcast Inc:	50.52	
Brandon James Photo LLC	400.00	02/26/2025
Total Brandon James Photo LLC:	400.00	

Name	Check Amount	Check Issue Date
Brunelle John	889.68	02/28/2025
Total Brunelle John:	889.68	
Car Park	155,970.60	02/28/2025
Total Car Park:	155,970.60	
Caselle Inc.	928.00	02/03/2025
Total Caselle Inc.:	928.00	
City of Boise	1,155,000.00	02/28/2025
	3,232.49	02/26/2025
	645.71	02/27/2025
	3,805.25	02/27/2025
Total City of Boise:	1,162,683.45	
Crane Alarm Service	155.00	02/27/2025
	40.00	02/27/2025
	195.00	02/27/2025
	155.00	02/27/2025
Total Crane Alarm Service:	545.00	
CSHQA	6,402.75	02/28/2025
	1,580.00	02/28/2025
Total CSHQA:	7,982.75	
Downtown Boise Association	38,592.00	02/26/2025
Total Downtown Boise Association:	38,592.00	
Downtown Boise Foundation Inc.	20,000.00	02/26/2025
Total Downtown Boise Foundation Inc.:	20,000.00	
Eide Bailly LLP	777.92	02/27/2025
Total Eide Bailly LLP:	777.92	
Elam & Burke P.A.	53.00	02/28/2025
	291.50	02/28/2025
	132.50	02/28/2025
	3,100.50	02/28/2025
	1,961.00	02/28/2025
	848.00	02/28/2025
	2,150.55	02/28/2025
	1,007.00	02/28/2025
	583.00	02/28/2025
	1,431.00	02/28/2025

Name	Check Amount	Check Issue Date
	1,431.00	02/28/2025
Total Elam & Burke P.A.:	12,989.05	
GGLO LLC	13,960.50	02/28/2025
Total GGLO LLC:	13,960.50	
Guho Corp.	397,372.99	02/28/2025
	14,224.00	02/28/2025
	349,170.84	02/28/2025
	64,785.60	02/28/2025
Total Guho Corp.:	825,553.43	
Idaho Power	6.73	02/19/2025
Total Idaho Power:	6.73	
Idaho Press	90.04	02/26/2025
Total Idaho Press:	90.04	
Idaho Records Management LLC	55.00	02/27/2025
Total Idaho Records Management LLC:	55.00	
Jensen Belts Associates	2,545.50	02/28/2025
	8,313.20	02/28/2025
Total Jensen Belts Associates:	10,858.70	
Kittelson & Associates Inc.	760.00	02/27/2025
Total Kittelson & Associates Inc.:	760.00	
McAlvain Construction Inc.	55,583.23	02/28/2025
	146,184.45	02/28/2025
Total McAlvain Construction Inc.:	201,767.68	
Mountain States Appraisal LLC	1,900.00	02/27/2025
Total Mountain States Appraisal LLC:	1,900.00	
Pioneer Title Company	50,000.00	02/14/2025
Total Pioneer Title Company:	50,000.00	
QRS Consulting LLC	2,086.03	02/26/2025
Total QRS Consulting LLC:	2,086.03	

Name	Check Amount	Check Issue Date
Rim View LLC	16,664.09	02/03/2025
Total Rim View LLC:	16,664.09	
Scheidt & Bachmann USA Inc.	2,282.70	02/27/2025
Total Scheidt & Bachmann USA Inc.:	2,282.70	
Security LLC - Plaza 121	14,859.33	02/03/2025
	459.53	02/26/2025
Total Security LLC - Plaza 121:	15,318.86	
Stability Networks Inc.	4,900.00	02/28/2025
	530.14	02/28/2025
	4,900.00	02/28/2025
	536.14	02/28/2025
Total Stability Networks Inc.:	10,866.28	
State Insurance Fund	3,202.00	02/26/2025
Total State Insurance Fund:	3,202.00	
Syringa Networks LLC	655.70	02/27/2025
Total Syringa Networks LLC:	655.70	
The Land Group Inc.	3,434.32	02/28/2025
	1,828.75	02/28/2025
Total The Land Group Inc.:	5,263.07	
Treasure Valley Coffee Inc	120.95	02/27/2025
Total Treasure Valley Coffee Inc:	120.95	
United Heritage	1,929.51	02/03/2025
Total United Heritage:	1,929.51	
US Bank - Credit Cards	13,407.97	02/10/2025
Total US Bank - Credit Cards:	13,407.97	
Veolia (Suez Water Idaho)	62.83	02/26/2025
Total Veolia (Suez Water Idaho):	62.83	
Veritas Material Consulting	1,865.00	02/27/2025
Total Veritas Material Consulting:	1,865.00	

Name	Check Amount	Check Issue Date
Woodruff Douglas	374.02	02/24/2025
Total Woodruff Douglas:	374.02	
Wright Brothers	155,020.05	02/28/2025
Total Wright Brothers:	155,020.05	
Xerox Corporation	261.15	02/27/2025
Total Xerox Corporation:	261.15	
Grand Totals:	2,916,552.70	

Report Criteria:

Summary report type printed
Check.Voided = no

MINUTES OF MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
Board Room, Fifth Floor, 121 N. 9th Street
Boise, ID 83702
February 10, 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, Commissioner Meredith Stead, and Commissioner Alexis Townsend.

Absent: Commissioner Danielle Hurd.

Agency staff members present: John Brunelle, Executive Director; Joey Chen, Finance & Administration Director; Holli Klitsch, Controller; Alexandra Monjar, Senior Project Manager – Property Development; Kassi Brown – Project Manager; Doug Woodruff, Development Director; Megan Pape, Project Manager – Capital Improvements; Corrie Brending, Project Manager – Property Development; Lana Graybeal, Director of External Affairs; Contracts Manager; Mary Watson, General Counsel; Sandy Lawrence, Executive Assistant; and Agency legal counsel, Meghan Conrad.

Kevin Smith, Eide Bailly, attended the meeting.

II. ACTION ITEM: AGENDA CHANGES/ADDITIONS

There were no changes or additions made to the agenda.

III. WORK SESSION

A. River-Myrtle/Old Boise District Sunset Update

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

Commissioner Stevens joined the meeting at 12:02 pm.

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

Commissioner McLean made a motion to approve the Consent Agenda.

Commissioner Stevens seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

V. ACTION ITEM

A. CONSIDER Annual Independent Audit of FY 2024 Financial Statements

Kevin Smith, Eide Bailly, gave a report.

Commissioner Perez moved to accept independent auditor Eide Bailly's report of the Agency's Fiscal Year 2024 financial statements and authorized staff to deliver the audit report to all required entities.

Commissioner Cooper seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

B. CONSIDER Resolution 1915: Real Property Purchase and Sale Agreement to Purchase 8306 W. State Street, Boise, Idaho, from LLVII, LLC

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

Commissioner Townsend moved 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.

Commissioner McLean seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

C. CONSIDER Proposed FY 2025 State Street District Amended Budget

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

Commissioner McLean moved 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.

Commissioner Cooper seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

D. CONSIDER Resolution 1913: 1010 W. Jefferson Street Parking Facility. Task Order 24-002 for Professional Design Services with KPFF, Inc.

Alexandra Monjar, Senior Project Manager – Property Development and Kassi Brown – Project Manager, gave a report.

Commissioner Alexander moved 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.

Commissioner Townsend seconded the motion.

Roll Call:

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

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

The motion carried 8 - 0.

E. CONSIDER Resolution 1914: 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

Doug Woodruff, Development Director, gave a report.

Commissioner Perez moved 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, Eagle LLC.

Commissioner Stead seconded the motion.

Roll Call:

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

The motion carried 8 - 0.

VI. MEETING ADJOURNMENT

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

The meeting was adjourned at 12:59 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 10TH DAY OF MARCH 2025.

Latonia Haney Keith, Chair

Joey Chen, Secretary, Pro Tem



FY2025 Year-To-Date Financial Report (Unaudited)
Through FIRST QUARTER

October 1, 2024 - December 31, 2024



FY2025 Q1 Financial Report (Unaudited)

October 1, 2024 – December 31, 2024

REVENUES:

As is typical, only a small percentage of budgeted tax increment revenue was received in the first quarter (\$29,486). As is also typical, about 60% of the annual budgeted tax increment revenue (\$21.8 million) was received early in the second quarter, during January 2025, and will be included in the financial report for the second quarter.

Total parking revenue was consistent with expectations at 27% of the total annual budget amount at the end of first quarter. Overall, parking revenues for the first quarter are tracking very closely with what was budgeted for FY2025.

Total other revenues received at the end of the first quarter were approximately 41% of the total annual budget. These other revenues are primarily reimbursements from cost-share agreements with Ada County Highway District (ACHD) for road reconstruction in CCDC project areas.

EXPENSES:

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

- Capital Improvement Projects: Expenditures for the first quarter were 13% of the annual budget. Most expenses for capital projects hit during the construction season, which corresponds with the Agency's third and fourth quarters. Planning, design, and construction of capital projects were underway during the first quarter. Significant projects to note for the first quarter include Linen Blocks on Grove Street, Old Boise Blocks on Grove Street, and Capitol Boulevard Blocks Boise River to Myrtle Street.
- Contractual Obligations: Per contract terms, most Type 2 and Type 3 Participation Program payments occur during the fourth quarter of the fiscal year.

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

Revenues

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

Expenses

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

FY2025 ORIGINAL BUDGET REVENUE SUMMARY	FY2025 Total (Original) Budget	FY2025 Q1 Actual	% Actual to Total Budget
Revenue from Operations			
Revenue Allocation (Tax Increment).....	32,100,000	29,486	0%
Parking Revenue.....	9,202,361	2,448,888	27%
Other Revenues (Various Reimbursements).....	3,304,960	1,356,594	41%
Subtotal	\$ 44,607,321	\$ 3,834,968	9%
Other Sources			
Misc. Revenues (Grants/Leases/Property Transactions).....	983,500	365,501	37%
Use of (Transfer to) Working Capital Fund.....	26,822,484	2,992,291	11%
Subtotal	\$ 27,805,984	\$ 3,357,793	12%
Subtotal - Revenue from Operations	\$ 72,413,305	\$ 7,192,761	10%
Pass-Through Revenue			
Ada County Courthouse Corridor Leases.....	459,072	35,518	8%
Subtotal	\$ 459,072	\$ 35,518	8%
TOTAL REVENUE	\$ 72,872,377	\$ 7,228,279	10%
EXPENSE SUMMARY	FY2025 Total (Original) Budget	FY2025 Q1 Actual	% Actual to Total Budget
Operating Expense			
Services & Operations.....	3,441,407	933,072	27%
Personnel Costs.....	3,470,000	714,501	21%
Facilities Management.....	1,091,480	256,668	24%
Professional Services	1,413,800	132,760	9%
Subtotal	\$ 9,416,687	\$ 2,037,002	22%
Capital Outlay			
Office Furniture/Computer Equipment.....	80,000	7,090	9%
Capital Improvement Projects (part of CIP).....	37,843,196	4,998,772	13%
Contractual Obligations (part of CIP).....	8,861,303	950	0%
Parking Reinvestment Plan (PRP).....	16,054,000	32,328	0%
Mobility Projects.....	158,119	116,619	74%
Subtotal	\$ 62,996,618	\$ 5,155,759	8%
Subtotal - Expenses for Operations	\$ 72,413,305	\$ 7,192,761	10%
Pass-Through Expense			
Ada County Courthouse Corridor Leases.....	459,072	35,518	8%
Subtotal	\$ 459,072	\$ 35,518	8%
TOTAL EXPENSE	\$ 72,872,377	\$ 7,228,279	10%

FY2025 Q1 OPERATING REVENUES

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

Activity	FY 2024	FY 2025	FY 2025			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
TIF BY DISTRICT						
River-Myrtle / Old Boise	14,747,489	13,800,000	2,520	6,623	4,103	163%
Westside	5,504,571	5,800,000	0	9,073	9,073	0%
30th Street	1,514,200	1,500,000	1,473	0	(1,473)	-100%
Shoreline	870,239	1,000,000	1,445	0	(1,445)	-100%
Gateway East	7,781,613	8,300,000	18,783	11,916	(6,867)	-37%
State Street	1,621,687	1,700,000	0	1,874	1,874	0%
TOTAL RAD	32,039,799	32,100,000	24,221	29,486	5,265	22%
PARKING BY GARAGE						
9th & Main	1,645,375	1,700,794	421,220	422,905	1,685	0%
Capitol & Main	2,297,225	2,345,551	598,985	573,732	(25,252)	-4%
9th & Front	2,036,844	2,029,534	520,979	566,246	45,266	9%
10th & Front	1,499,622	1,458,172	363,168	432,694	69,526	19%
Capitol & Myrtle	1,089,515	1,080,172	262,104	290,908	28,804	11%
11th & Front (CCDC's portion 30.1%)	518,646	519,138	126,454	127,470	1,016	1%
Misc. Parking	156,918	69,000	17,250	33,090	15,840	92%
TOTAL PARKING	9,244,144	9,202,361	2,310,161	2,447,046	136,885	6%
Other	4,599,515	3,304,960	826,240	1,356,594	530,354	64%
TOTAL	45,883,458	44,607,321	3,160,622	3,833,126	672,504	21%

RECONCILIATION TO FY 2025 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	\$72,872,377
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(459,072)
Use of Fund Balance	(26,822,484)
Bond Financing Proceeds	0
Miscellaneous Revenue (Lease, Property Transactions)	(983,500)
Operating Revenues	<u>\$44,607,321</u>

**Capital City Development Corporation
Balance Sheet - Governmental Funds
December 31, 2024**

	General Fund	River Myrtle District RA Fund	Westside District RA Fund	30th Street District RA Fund	Shoreline District RA Fund	Gateway East District RA Fund	State Street District RA Fund	Parking Fund	Total Governmental Funds
ASSETS									
Cash and investments	1,300,000	20,041,648	4,525,110	3,676,552	1,421,902	12,838,514	2,184,843	21,799,402	67,787,971
Accounts receivable	6,688	746,502	9,820	-	-	-	-	42,135	805,145
Interest receivable	92,649	-	-	-	-	-	-	-	92,649
Taxes receivable	-	13,953,428	5,919,579	1,616,123	1,063,288	8,513,989	1,714,221	-	32,780,628
Leases receivable	-	-	-	-	-	-	-	594,919	594,919
Prepays	-	15,250	20,656	-	-	-	-	-	35,906
Restricted cash	-	-	-	-	-	-	-	507,600	507,600
Property held for resale or development	-	1,818,791	13,474,897	-	-	-	-	-	15,293,688
Total assets	1,399,337	36,575,619	23,950,062	5,292,675	2,485,190	21,352,503	3,899,064	22,944,056	117,898,506
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES									
LIABILITIES									
Accounts payable	26,267	2,829,529	42,178	2	345	53	1,088	472,797	3,372,259
Accrued liabilities	239,342	-	-	-	-	-	-	-	239,342
Advanced revenues	-	-	-	-	-	-	-	-	-
Refundable deposits	-	-	45,000	-	-	-	-	-	45,000
Total liabilities	265,609	2,829,529	87,178	2	345	53	1,088	472,797	3,656,601
DEFERRED INFLOWS OF RESOURCES									
Unavailable property tax Lease Related	-	13,953,428	5,919,579	1,616,123	1,063,288	8,513,989	1,714,221	-	32,780,628
	-	-	-	-	-	-	-	564,230	564,230
Total deferred inflows of resources	-	13,953,428	5,919,579	1,616,123	1,063,288	8,513,989	1,714,221	564,230	33,344,858
FUND BALANCES									
Nonspendable	-	1,834,041	13,495,553	-	-	-	-	-	15,329,594
Restricted	-	17,958,621	4,447,752	3,676,550	1,421,557	12,838,461	2,183,755	-	42,526,696
Committed	-	-	-	-	-	-	-	500,000	500,000
Assigned	-	-	-	-	-	-	-	21,407,029	21,407,029
Unassigned	1,133,728	-	-	-	-	-	-	-	1,133,728
Total fund balances	1,133,728	19,792,662	17,943,305	3,676,550	1,421,557	12,838,461	2,183,755	21,907,029	80,897,047
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	1,399,337	36,575,619	23,950,062	5,292,675	2,485,190	21,352,503	3,899,064	22,944,056	117,898,506

FUND BALANCE DEFINITIONS

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

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

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

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

Unassigned: all other funds; typically the General Fund.



AGENDA BILL

<p>Agenda Subject: Approve Resolution 1921: Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project. Amendment 2 to Task Order 19-005 with The Land Group, Inc. for Professional Design Services</p>		<p>Date: March 10, 2025</p>
<p>Staff Contact: Megan Pape, Capital Improvements Project Manager</p>	<p>Attachments: A. Resolution 1921 B. Amendment 2 to Task Order 19-005</p>	
<p>Action Requested: Adopt Resolution 1921 for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project, approving Amendment 2 to Task Order 19-005 with The Land Group for Professional Design Services.</p>		

Background:

Beginning winter 2022, the Agency and its design consultant, The Land Group, have been working with partner agencies, Boise City Canal Company, and adjacent property owners to develop the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue. The pathway will connect the existing enhanced pedestrian crossing on Broadway Avenue near Dona Larsen Park to the intersection of 3rd Street & Grove Street. The City of Boise Pathways Master Plan identifies this connection as a high priority pathway and needed to provide safe access from the East End to the Downtown urban core for both pedestrians and cyclists.

In August 2022, the Agency completed its RFQ process for a professional design team. The evaluation panel reviewed proposals and selected The Land Group Inc. as the Design Professional of Record. The Agency then engaged The Land Group Inc. under Task Order 10-003 for initial pre-development services involving the initial stakeholder coordination and feasibility studies.

In March of 2023, the Board approved Task Order 19-004 which included the concept design work, preliminary utility coordination and public and stakeholder outreach. At this time, the design team began generating a conceptual design for the pathway. These efforts included site analysis work, design development, coordination with adjacent property owners and the development of probable construction costs.

On August 14, 2023, the Board adopted Resolution 1830, authorizing Task Order 19-005 in the amount of \$115,125 for construction administration services for the Project. This task order

includes final design services, project permitting, preparation of final bid documents, assistance during bidding, and construction administration. Throughout this stage of the project, the Agency and design team secured all necessary construction access easements with the adjacent property owners, purchased the remnant parcel within the footprint of the project belonging to the Thomas Davis Estate, and obtained the required permits to begin construction with the selected contractor, Wright Brothers, The Building Company. Task Order 19-005 had a set completion date of April 2025.

Construction began in September 2024 and encountered numerous circumstances outside of CCDC and the Contractor's control that impacted progress. The project team worked through a significant redesign of the pathway's southern retaining wall to protect the adjacent substation during construction. The Land Group completed this redesign and obtained approval of the revised design from all necessary agencies. On February 10th, 2024 the Board approved Reso 1914 which amended the construction contract to reflect the design revisions and extend the substantial completion date to October 30, 2025.

Amendment No. 2 to Task Order 19-005 increases the set fees by \$18,981 and scope of services to be provided by the design consultant to align with the amended construction contract and construction schedule. This additional scope of services includes additional site observations, site reports, and time for administering phased substantial completion.

Fiscal Notes:

Resolution 1921 amends Task Order 19-005's total not-to-exceed amount to \$140,126. The Agency's FY25 budget includes sufficient funds for this amendment.

Original Contract Amount:	\$115,125
Amend No. 1:	\$6,020
Amend No. 2:	\$18,981
Amended Contract Total:	\$140,126

Staff Recommendation:

Staff recommends that the Agency Board approve Resolution 1921 for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project, approving Amendment 2 to Task Order 19-005 with The Land Group for Professional Design Services.

Suggested Motion:

I move to adopt Resolution 1921 for the Boise City Canal Multi-Use Pathway, 3rd Street to Broadway Avenue Project, approving Amendment 2 to Task Order 19-005 with The Land Group for Professional Design Services.

RESOLUTION NO. 1921

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 2 TO TASK ORDER 19-005 WITH THE LAND GROUP, INC. FOR FINAL DESIGN AND CONSTRUCTION SERVICES FOR THE BOISE CANAL MULTI-USE PATHWAY PROJECT, 3RD STREET TO BROADWAY AVENUE; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER 19-005 AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, in June 2022 the Agency used a Request for Qualifications procurement process to select The Land Group, Inc. to provide the necessary design services for the Agency's planned Boise Canal Multi-Use Pathway Project, 3rd Street to Broadway Avenue (the "Project"); and,

WHEREAS, on September 1, 2022, the Agency Executive Director and The Land Group, Inc. executed Task Order 19-003 for pre-development services related to the Project in the amount of \$14,390; and,

WHEREAS, on March 2, 2023, the Agency Executive Director and The Land Group, Inc. executed Task Order 19-004 for concept design services related to the Project in the amount of \$52,055; and,

WHEREAS, the Agency Board adopted Resolution 1830 on August 14, 2023, approving The Land Group, Inc. as the Engineer of Record and authorizing Task Order 19-005 in the amount of \$115,125 plus a contingency of \$10,000 for construction administration services for the Project, including: final design activities; additional stakeholder and public outreach; project permitting; preparation of final bid documents; assistance during bidding; and construction administration services; and,

WHEREAS, on December 17, 2024, the Agency's Executive Director approved Amendment 1 to Task Order 19-005 in the amount of \$6,020 for additional structural and civil design services related to unforeseen design changes; and,

WHEREAS, Amendment 2 to Task Order 19-005 in the amount of \$18,981, attached hereto as Exhibit A, is necessary to cover additional construction administration and design services due to unforeseen project complexities; and,

WHEREAS, the Agency Board finds it in the best interest of the public and the Agency to approve Amendment No. 2 to Task Order 19-005 with The Land Group, 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, AS FOLLOWS:

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

Section 2: That Amendment No. 2 to Task Order 19-005 between the Agency and The Land Group, Inc., 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 execute Amendment No. 2 to Task Order 19-005 with The Land Group, Inc. for an amount not to exceed EIGHTEEN THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS (\$18,981) bringing the combined total for Task Order 19-005 to One Hundred Forty Thousand One Hundred Twenty-Six Dollars (\$140,126); and further, is hereby authorized to execute any necessary documents required to implement Amendment No. 2 to Task Order 19-005, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is hereby authorized to expend funds for professional services detailed in Amendment No. 2 to Task Order 19-005.

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

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

URBAN RENEWAL AGENCY OF BOISE CITY

ATTEST:

By: _____
Latonia Haney Keith, Chair

By: _____
Joey Chen, Secretary Pro Tem



Project Name:	Boise Canal Multi-Use Path – T.O. 19-005 (PO#230081)	TLG Project #:	122112.00
Project Location:	Boise, Idaho	Date:	Feb. 26, 2025
Client Name:	CCDC	TLG PM:	CRH
Client Address:	121 N. 9 th Street, Suite 501, Boise, Idaho		
Client Contact:	Megan Pape	Phone:	208.319.1204
Client Email:	mpape@ccdcboise.com	Amendment #:	003

The following clarifications, corrections, additions and/or deletions as contained herein shall apply to the document referenced above and shall be made a part thereof, and subject to all requirements thereof, as if originally included.

Construction Duration Extension

Following bidding and Idaho Power required design changes, the construction schedule established by the contractor extended past the duration described in the Task Order 03 contract documents. Per the contract documents, the construction duration was anticipated to be twenty-nine weeks. The construction schedule adopted by the contractor increased that duration to fifty-six weeks. This has resulted in the need for an additional twenty-seven OAC meetings.

Increased Construction Oversight

Due to poor execution and communication by the contractors, site observations are being conducted on a weekly basis in lieu of a biweekly basis stated in the contract documents. This has resulted in an additional 41 site observations and reports outside the scope described in the contract documents.

Phased Substantial Completion

Due to the complexity of the construction and length of the construction schedule, the contractor has requested breaking substantial completion into at least 2 phases in lieu of the single substantial completion deliverable scoped in the Task Order 03 contract. This will require at least one additional site observation walk for partial substantial completion, additional punch list report, and additional punch list back-check for compliance.

Task 03.6 – Permitting & Construction Services of the above-referenced task order for services provided by The Land Group and sub-consultants.

Construction Duration Extension.....	\$ 6,851.00
Increased Construction Oversight	\$ 8,920.00
Phased Substantial Completion	<u>\$ 3,210.00</u>
Total =	\$ 18,981.00

THE CONTRACT IS AMENDED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

NOT TO EXCEED:\$140,126



The Land Group, Inc. *(signature)*

Christopher Hawkins, PLA, Project Manager

Printed Name & Title

Client *(signature)*

Printed Name & Title

Attachments:

Attachment A – Work Plan Estimate



AGENDA BILL

Agenda Subject: Resolution 1920 approving Amendment 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services		Date: March 10, 2025
Staff Contact: Zach Piepmeyer, P.E., Parking & Mobility Director	Attachments: <ol style="list-style-type: none"> 1. Resolution 1920 2. Amendment 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. 	
Action Requested: Adopt Resolution 1920 approving Amendment 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services.		

Background

A Parking Access and Revenue Control System (PARCS) includes all software and hardware necessary to manage and control parking facility access, record transactions and collect revenue for a parking system like ParkBOI. PARCS includes gate hardware, signage, vehicle detection, card/ticket readers, vehicle counter displays, ticket dispensers at vehicle entrances, pay-on-foot kiosks located in garage vestibules, software that manages the various in-garage elements, and—in the case of the current ParkBOI PARCS—on-site servers to store all system information.

The current ParkBOI PARCS consists of two separate equipment types: five of six ParkBOI garages include Scheidt & Bachmann equipment, procured and installed in 2014. The sixth and newest garage at 11th & Front includes Amano PARCS equipment installed with the construction of the garage in 2018. While both types of PARCS have provided basic functionality for the Agency, the Operator and the general public, the current systems are built on an outdated non-cloud-based system architecture, they lack modern day conveniences and functionality, and much of the equipment is approaching the end of its useful life. The Agency intends to replace the current PARCS equipment in all ParkBOI garages with more modern, reliable, and efficient equipment that offers better functionalities for all users.

State-of-the-art PARCS technologies provide operational enhancements that offer a high level of customer service and parking management operations, including automated ingress/egress controls such as License Plate Recognition (LPR) and Automatic Vehicle Identification (AVI) systems. Newer PARCS technology also offers more payment options, including digital wallets, mobile payment and other contactless options. Modern PARCS are also cloud-based, limiting

the need for on-site servers and integrate with 3rd party parking partners, such as valet services, 3rd party reservation platforms, and hotels.

In December 2023, the Agency engaged Kimley-Horn & Associates, Inc. in a Professional Services Agreement (Agreement) for PARCS Procurement Consulting Services. Under that initial Agreement, Kimley-Horn was scoped to assist the Agency in its effort to procure new PARCS technology by evaluating the existing PARCS system and garage infrastructure, conducting outreach to local partners and other community stakeholders regarding desired PARCS functionality, coordinating PARCS vendor product demonstrations, recommending new technologies for the ParkBOI system, developing functional specifications for the future PARCS equipment, assisting in the development of a Request for Proposals (RFP) for the PARCS replacement and evaluating proposals submitted by PARCS vendors.

The RFP process for a PARCS vendor was conducted in fall/winter 2024 and negotiations are on-going with the highest-ranked vendor (Amano-McGann, Inc.), as approved by the Board at the January 2025 Board Meeting. Installation is anticipated to begin spring/summer 2025.

Amendment 1 – Services During Construction

The Agency desires to extend Kimley-Horn's original Agreement to assist with services during construction (installation) of the proposed PARCS equipment over the remainder of 2025. Amendment 1 to the PSA includes additional consultant services during construction of the proposed PARCS equipment at up to six (6) ParkBOI garage locations. Kimley-Horn's efforts include:

- Day-to-day project management and coordination with CCDC, stakeholders and the PARCS vendor.
- Assistance in preparing and executing a customer communications plan
- Leading and documenting weekly coordination meetings with CCDC and the PARCS vendor
- Review of PARCS vendor agreements
- Review of PARCS vendor submittals in accordance with the PARCS Functional Specifications
- On-site construction observation and documentation
- PARCS equipment system testing
- Project closeout

Fiscal Notes

Amendment 1 to the Agreement approves the not-to-exceed amount of \$219,905 for Services During Construction for the PARCS Replacement Project, bringing the total for the Agreement to \$326,916.

Resolution 1920 allows for an additional 10% (\$21,990) contingency beyond the not-to-exceed amount listed above in the event unforeseen circumstances arise.

The approved FY2025 budget includes sufficient funding for Amendment 1.

Note the above costs are for Consultant Services only and do not include procurement of the new PARCS equipment.

Staff Recommendation

Adopt Resolution 1920 approving Amendment 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services.

Suggested Motion:

I move to adopt Resolution 1920 approving Amendment 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for PARCS Procurement Consultant Services.

RESOLUTION NO. 1920

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR SERVICES DURING CONSTRUCTION FOR THE PARCS REPLACEMENT PROJECT; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT AND TAKE ALL NECESSARY ACTION TO IMPLEMENT THIS RESOLUTION; AUTHORIZING THE EXPENDITURE OF FUNDS INCLUDING A CONTINGENCY FOR UNFORSEEN CIRCUMSTANCES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Agency is empowered by the Act to construct off-street parking facilities, 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 Act and the Downtown Urban Renewal Plans provide for the Agency to retain and engage technical experts, professional services, and planning services; 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, at its public meeting on August 12, 2013, the Agency Board of Commissioners approved Resolution 1327 approving the procurement and installation of the current Parking Access Revenue Control System ("PARCS"); and

WHEREAS, the Agency regards ParkBOI as an important asset that requires updating the functionality of the PARCS system to ensure a high-level of customer service and parking management operations; and,

WHEREAS, the Agency Board adopted Resolution 1847 at its public meeting on December 10, 2023, approving the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the PARCS Procurement Services with a scope involving the review and evaluation of the current PARCS equipment in the ParkBOI facilities, stakeholder outreach, identification of feasible new PARCS equipment options, recommendations for a preferred PARCS technology for the ParkBOI system, assistance in preparing functional specifications for

the request for proposal for a PARCS vendor and PARCS solution, and evaluation of vendor proposals; and,

WHEREAS, Kimley-Horn and Associates, Inc. has submitted a proposal to the Agency to provide services during construction including the professional services necessary to complete the project that includes: day-to-day coordination with the PARCS vendor; review of all vendor submittals in accordance with the PARCS Functional Specifications; leading weekly coordination meetings; assisting the Agency with customer outreach; performing observations and testing of PARCS equipment installed; and compiling project close-out documentation including as-built drawings; and,

WHEREAS, attached hereto as Exhibit A, and incorporated herein as if set forth in full, is Amendment No. 1 to the Professional Services Agreement and exhibits thereto ("Agreement") with Kimley-Horn and Associates, Inc.; and,

WHEREAS, the Agency Board of Commissioners finds it to be in the best public interest to approve Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. and to authorize the Agency Executive Director to execute same.

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

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

Section 2: That Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., attached hereto as EXHIBIT A and incorporated herein by reference, is hereby approved.

Section 3: That the Agency Board hereby authorizes the Agency Executive Director to execute Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for an amount not to exceed **TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED FIVE DOLLARS (\$219,905)**, bringing the combined total for the Agreement to THREE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS (\$326,961), and further, authorizes a contingency of ten percent (10%) of the Amendment No. 1 amount to address any unforeseen costs if determined necessary in his best judgement; and further, is hereby authorized to execute all necessary documents required to implement Amendment No. 1, subject to representation by Agency legal counsel that all necessary conditions have been met.

Section 4: That the Agency Executive Director is authorized to expend funds for the professional services detailed in Amendment No. 1 to the Professional Services Agreement plus up to ten percent (10%) of that amount for contingencies if determined necessary in his best judgment.

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

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

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Joey Chen, Secretary Pro Tem



KIMLEY-HORN & ASSOCIATES, INC.

**PROFESSIONAL SERVICES AGREEMENT
PARCS PROCUREMENT CONSULTANT SERVICES**

AMENDMENT NO. 1

THIS AMENDMENT No. 1 (“Amendment No. 1”) is a rider to and forms a part of the original Professional Services Agreement dated December 11, 2023 (“Agreement”), by and between the Urban Renewal Agency of Boise City, also known as Capital City Development Corporation, an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code (“CCDC”), and Kimley-Horn and Associates, Inc., a North Carolina corporation (“CONSULTANT”). CCDC and CONSULTANT may hereinafter collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS

- A. CCDC has an ongoing need for nonexclusive consultant services related to the procurement and installation of PARCS (Parking Access and Revenue Control System) equipment in the ParkBOI garages; in particular this Amendment will provide Services During Construction and Implementation Consulting Services to ensure the project moves along smoothly.
- B. CONSULTANT is specially trained, experienced, and competent to perform such services and has agreed to provide such services under the terms and conditions described herein.
- C. The Parties wish to amend the Agreement in order to extend the Term and to amend certain terms and conditions as set forth herein.

AGREEMENT

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

1. In accordance with Sections 3 and 2 of the Agreement, the Parties hereby agree to extend the Agreement through December 31, 2025.

2. Section 1. SCOPE OF SERVICES AND SCHEDULE is hereby amended to add the tasks, services, and deliverables required for the Scope of Services outlined below and described in CONSULTANT's Proposal dated February 12, 2025 (**Exhibit A**) attached hereto and incorporated into this Amendment No. 1 by this reference.

Task 1 - Project Management	December 31, 2025
Task 2 – Integration and Testing Phase	March – October 2025
Task 3 – Communications Plan and Outreach	March – October 2025
Task 4 – Project Closeout	October – December 2025

3. Section 5(a) PAYMENT is hereby modified as follows:

- (a) Amount and Method of Payment. CCDC agrees to pay CONSULTANT for the additional Scope of Services performed under this Amendment an amount not to exceed TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED FIVE DOLLARS (\$219,905), based on the hours expended at the hourly rates as described in Exhibit A. Payment for reimbursables shall be included in the not to exceed amount.

4. Section 38, as follows, is hereby added to the Agreement:

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

5. All other terms and conditions of the original Agreement, effective December 11, 2023, remain in full force and effect and shall apply to the additional services performed and work products created under this Amendment No.1.

END OF AGREEMENT | Signatures appear on the following page.

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Amendment 1 with an effective date as of the last date written below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT: KIMLEY-HORN & ASSOCIATES, INC.

John Brunelle, Executive Director

Colin Frosch, P. E., Associate

Date: _____

Date: _____

EXHIBITS

A. Consultant's Proposal Dated February 12, 2025

Budget Info / For CCDC Office Use	
Fund/District	401
Account	6125
Activity Code	24020
PO #	240023
Completion Date	December 31, 2025



February 12, 2025

Zach Piepmeyer, P.E.
Parking & Mobility Director
121 N 9th St, Suite 501
Boise, ID 83702

Re: ***Amendment Number 1 to Professional Services Agreement for PARCS Replacement Services During Construction Construction and Implementation Consulting Services***

Dear Mr. Piepmeyer,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") and the Capital City Development Corporation from Boise ("Client") entered in a Professional Services Agreement dated November 28, 2023 ("Agreement") concerning the Parking Access and Revenue Control System Design and Procurement ("Project").

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will provide the services specifically set forth below.

Project Understanding

The Client has chosen a new parking technology vendor, aiming to finalize the contract by mid-March 2025. The vendor provided a work schedule for the Client parking facilities, which Kimley-Horn used to draft this scope of services. Kimley-Horn will endeavor to keep the schedule, but delays in contractor shipments, construction, or testing may require contract amendments to extend the timeline.

The schedule presented by the vendor included 135 days from project start data until completion. For estimation purposes, Kimley-Horn assumes 20 weeks of project support.

Scope of Services

Task 1 –Project Management

This task consists of effort required to administer the project addressing contract matters, internal project coordination, coordination with the Client and other Client-identified stakeholders, general quality control, project management responsibilities consisting of project organization and scheduling for the project, development of monthly progress reports for the project, and coordinate general aspects of the project with the Client Project Manager as outlined below:

- 1.1 For this task, Kimley-Horn will not be to be at the Client site in a full-time role. Kimley-Horn will participate in project progress conference calls no more than every week lasting up to one (1) hour per call each for the duration of the integration and testing phase. For budget

- estimating purposes and based on the proposed schedule by the selected vendor, Kimley-Horn budgeted for twenty (20) weeks of support for the duration of the integration and testing phase. Up to one (1) Kimley-Horn representatives may attend the conference calls. Kimley-Horn will produce meeting agendas and meeting minutes for all the coordination meetings and provide up to one round of comments in case any parties have additional information that would like to add based on what was discussed.
- 1.2 Kimley-Horn will coordinate weekly via phone or email with the selected vendor and Client for project management tasks. For budgeting purposes, Kimley-Horn will work up to three (3) hours of effort every week in addition to other items in the scope for up to twenty (20) weeks.
 - 1.3 Kimley-Horn will provide monthly reports to the Client project manager on progress for the project as well as effort that occurred during the month of implementation. Up to five (5) monthly reports will be provided.
 - 1.4 Kimley-Horn will hold monthly virtual conference calls with the Client Project Manager and stakeholders without the selected vendor for internal coordination. Up to two (2) Kimley-Horn representatives may attend the conference calls. Kimley-Horn will produce meeting minutes for all the coordination meetings. Kimley-Horn will produce meeting minutes for all the coordination meetings and provide up to one round of comments in case any parties have additional information that would like to add based on what was discussed.
 - 1.5 Kimley-Horn will review up to six (6) payment applications from the selected vendor and recommend payment by Client. Kimley-Horn to also review up to three (3) change orders if needed. If no payment is recommended, Kimley-Horn will provide one additional round of review for each payment application.

Task 2 – Integration and Testing Phase Support Services

Kimley-Horn will complete the following:

- 2.1 Kimley-Horn to perform a review of the SaaS agreement, Maintenance agreement, Client agreement with the Vendor and compare against the functional specifications to note if any sections contradict with the specifications and functional requirements provided by Kimley-Horn. Kimley-Horn to provide up to forty (40) hours of review for these documents and provide written comments on the documents with suggestions for the Client.
- 2.2 Kimley-Horn to update the functional specifications during the project timeline if Client, Kimley-Horn and the vendor agree that certain items will not be delivered by the vendor. Kimley-Horn will work up to ten (10) hours for updates on the specifications or additional meetings/coordination for this effort.
- 2.3 During the integration and testing phase, Kimley-Horn will review the following Vendor submissions as detailed in the PARCS Functional Specifications. For this task Kimley-Horn budgets for up to forty (40) hours of support to review of the Vendor submissions.
 - Vendor Submittals
 - Construction/Phasing Plan
 - Installation Plan

- Testing Plan
- Test Scripts

- 2.4 Prior to the installation of the PARCS, Kimley-Horn will perform a Factory Acceptance Test (FAT) at the Vendor factory. Up to two (2) Kimley-Horn representatives will attend up to three (3) days of FAT at the factory site with both the Client and the Vendor. Kimley-Horn shall be notified at least two (2) weeks in advance of the planned testing dates for scheduling purposes. Kimley-Horn to provide a memo summarizing the FAT results and recommendation for Client to move forward with the installation or have the vendor provide fixes to the system prior to deployment. Should the Vendor fail the FAT, Kimley-Horn can attend additional tests as additional services.
- 2.5 Following the installation of the PARCS, Kimley-Horn will perform Lane Acceptance Testing (LAT) with both the Client and the Vendor. It is anticipated that Kimley-Horn will conduct LAT for all lanes of equipment added in the functional specifications only. For budgetary estimates Kimley-Horn will attend up to twelve (12) separate tests with up to two (2) Kimley-Horn representatives attending the LAT. Kimley-Horn shall be notified at least two (2) weeks in advance of the planned testing dates for scheduling purposes. Should the Vendor fail the LAT, Kimley-Horn can attend additional tests as additional services. Kimley-Horn to provide Client with a memo in PDF summarizing the results of each test. Kimley-Horn to provide up to one round of updates for each report.
- 2.6 Kimley-Horn to perform a punch-list walkthrough after all LATs have been finalized to go over any remaining punch-list items to close out any pending issues. Kimley-Horn will attend up to one (1) day of testing for this effort. Should the Vendor fail the LATs, Kimley-Horn can participate in additional tests as additional services.
- 2.7 After completion of all the LATs, the Operational Completion Test (OCT) will be performed for a period of thirty (30) days. Kimley-Horn will attend up to seven (7) one-hour calls during the OCT period. Kimley-Horn will review Vendor provided documentation and provide a memo at the end of the 30-day testing period to recommend passing or failing OCT. Should the Vendor fail OCT, Kimley-Horn can participate in additional tests as additional services. Kimley-Horn will work with the operator to get daily records on any issues recorded in the field and observe if vendor is meeting all their requirements as outlined in the functional specifications. Should the Vendor fail the OCT, Kimley-Horn can participate in additional tests as additional services.

Task 3 – Communications Plan and Public Outreach

As part of the services during the system deployment, Kimley-Horn will provide a communications plan and outreach materials on as requested basis, as follows:

- 3.1 Kimley-Horn will work with Client communications staff to develop a Communications and Outreach Plan. This document will: define stakeholders and audiences; outline what types of messages will need to be communicated to the public, and on what schedule; and determine what content and collateral will need to be created and distributed. Kimley-Horn to attend up

- to three (3) coordination meetings with CCDC to develop the communications plan. Up to three(3) rounds of review will be provided.
- 3.2 In support of the Communications and Outreach Plan, Kimley-Horn will provide as-needed marketing and graphic design services to develop advertising or informational collateral for Client up to 100 hours of labor, including but not limited to email communications, flyers, rack cards, posters and other signage, social media images, and presentations as well as any meetings with the Client communications department to coordinate and provide reviews of the materials. Client will be responsible for any direct costs associated with advertising or communications.

Kimley-Horn can also provide additional services that include but are not limited to: in-person and virtual meeting facilitation; coordination of distribution of materials; event planning; mapping and wayfinding; website design and development; and video and animation.

Task 4 – Project Closeout

Once the vendor has completed the lane acceptance tests and operational acceptance tests, Kimley-Horn will work with both Client and the vendor to prepare the final documentation for the project closeout. Kimley-Horn to provide:

- 5.1 Kimley-Horn to review markups from the as-builts provided by the vendor and confirm their accuracy. Kimley-Horn will work up to twenty (20) hours of support to review the drawings for all the lanes.
- 5.2 Kimley-Horn to provide as-built drawings in digital format using the existing drawings from Client to show the modifications generated as part of this project installation. Kimley-Horn will show new equipment locations, new loops location and license plate cameras/AVI readers locations based on markups to be provided by the vendor as stated on the agreement between Client and Amano. Kimley-Horn will not provide survey services, but rather digitize the markups from the vendor.
- 5.3 Kimley-Horn to review that all submittals from the specifications document have been delivered by the vendor. For the project closeout, Kimley-Horn will provide a checklist of items requested and a memo to recommend project closeout to Client.

Schedule

We will provide our services as expeditiously as practicable and in conjunction with the selected PARCS vendor's proposed deployment schedule. For scoping purposes, Kimley-Horn is using the twenty (20) week schedule provided by the vendor.

Fees

Kimley-Horn will perform the services in Tasks 1- 4 on a labor fee plus expense basis up to the maximum labor fee of \$219,904.93

As noted above, Kimley-Horn will provide the above services beginning on the date of approval of this amendment through the current vendor schedule of 20 weeks from the vendor's notice to proceed or when the budget established is expended, whichever occurs first.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. ~~Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.~~ Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. ~~Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.~~

~~Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.~~

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

Information above edited to align with the agreed upon terms in the Professional Services Agreement dated 12-11-2023

KIMLEY-HORN AND ASSOCIATES, INC.



By: Colin Frosch P.E.
Associate

Kenneth Smith, P.E.
Project Manager



Subtasks	Technology Expert QC	Structural Expert	PM/ Local Liason	Local Liason	Communications Outreach	Analyst	Analyst	Admin	Expenses	Total Fee
	\$ 265	\$ 265	\$ 235	\$ 235	\$ 210	\$ 180	\$ 180	\$ 120		
	Nick Mazzenga	Nilay Patel	Kenneth Smith	Nicolette Womack (Local)	Katie Moore	Sonia Panic	Sebastian Szep (Local)	Admin		
Task 1: Project Management										
1.1 Weekly Calls	5		30							\$ 8,760.25
1.2 Weekly Coordination			40			20				\$ 13,598.00
1.3 Monthly Reports			10			5		5		\$ 4,027.10
1.4 Monthly PM coordination	5		5			5				\$ 3,556.40
1.5 Review Payment Applications and Change Orders			10			10				\$ 4,340.90
Total	10	0	95	0	0	40	0	5	\$ -	\$ 34,282.65
Task 2: Integration and Testing Phase										
2.1 Review Agreements	5		30			10				\$ 10,643.05
2.2 Update Specifications			10							\$ 2,458.10
2.3 Review Vendor Submittals	5		20			20				\$ 10,067.75
2.4 FAT			30			30			\$ 3,584.00	\$ 16,606.70
2.5 LATs			60	60		60	60		\$ 7,168.00	\$ 59,258.80
2.6 Punchlist Completion			2	18			20			\$ 8,681.80
2.7 OCT			20			20				\$ 8,681.80
Total	10	0	172	78	0	140	80	0	\$ 10,752.00	\$ 116,398.00
Task 3: Communications Plan and Outreach										
3.1 Communications Plan Development	5		5		50	20		5		\$ 17,991.20
3.2 As-Needed Support Services	5		5		50	50		40		\$ 28,032.80
Total	10	0	10	0	100	70	0	45	\$ -	\$ 46,024.00
Task 4 : Project Closeout										
4.1 Review Markups from Vendor		5	5			5				\$ 3,556.40
4.2 Develop As-Builts		25	5			25				\$ 12,865.80
4.3 Project Closeout Memo		2	10			20				\$ 6,778.08
Total	0	32	20	0	0	50	0	0	\$ -	\$ 23,200.28
Project Total:	30	32	297	78	100	300	80	50	\$ 10,752.00	\$ 219,904.93



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RESOLUTION NO. 1922

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 DESTRUCTION OF CERTAIN RECORDS ELIGIBLE FOR DESTRUCTION PURSUANT TO THE PUBLIC RECORD RETENTION POLICY APPROVED ON MARCH 13, 2017, THROUGH THE ADOPTION OF RESOLUTION NO. 1487; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO DESTROY THOSE RECORDS CURRENTLY ELIGIBLE FOR DESTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on March 13, 2017, the Agency Board approved Agency Resolution No. 1487 which adopted the Agency's Public Records Retention Policy and Email Policy (the "Public Record Retention Policy"), consistent with Idaho Code Section 50-907 regarding the classification and retention of records; and,

WHEREAS, the Agency believes it to be beneficial to have the Agency Board approve the destruction of records identified on Exhibit A, attached to this Resolution and incorporated by reference as if set forth in total herein, which are currently eligible for destruction pursuant to the Public Record Retention Policy; and,

WHEREAS, the Agency has notified the Boise City Clerk in writing that certain records are scheduled for destruction and has invited the City to notify the Agency within 30 days whether they wish to retain all or a portion of said records at their own expense; and,

WHEREAS, the Agency recommends approval of the destruction of those records currently eligible for destruction according the Public Record Retention Policy, unless the Boise City Clerk should respond affirmatively within the given time frame that they wish the records to be retained; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and the public to approve the destruction of those records currently eligible for destruction, provided that the Boise City Clerk does not indicate that the records should be retained.

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

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

Section 2: That the Agency Executive Director is authorized and directed to take all action to destroy the records listed on Exhibit A, attached hereto, including providing advance notice to the Boise City Clerk.

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

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

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Joey Chen, Secretary Pro Tem



RECORDS DESTRUCTION EXHIBIT SUMMARY SHEET

By my signature below, I certify the following statements.

I have reviewed the list of documents on the attached Exhibit. The listed documents are semi-permanent or temporary records as described in the Public Records Retention Policy adopted by the CCDC Board on March 13, 2017. All the documents listed on the attached Exhibit are beyond the retention requirement and are therefore eligible for disposition.

The Boise City Clerk has been notified in writing of CCDC's intent to destroy these documents (see attached letter). CCDC will hold destruction of the documents until the date noted in the letter to provide the City Clerk an opportunity to request retention of the documents if they wish.

Kathy Wanner
Kathy Wanner

3/10/2025
Date

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: March 10, 2025 - Resolution 1922

Date	Contents	Retention Classification	Eligible Destruction Date & Review
	Digital and Paper		
	Accounting, Budget and Finance Records		
FY2018	Accounts Payable FY19 A-H; Back Reconciliation & Deposits	SEMI-PERMANENT	9/30/2024
FY2018	Accounts Payable FY19 I - T	SEMI-PERMANENT	9/30/2024
FY2018	Accounts Payable FY19 U - Z	SEMI-PERMANENT	9/30/2024
	Professional Services Agreements		
4/11/2018	American Cleaning Service - Trailhead	SEMI-PERMANENT	4/11/2023
5/16/2017	American Cleaning Service - Trailhead Windows	SEMI-PERMANENT	4/16/2022
2/20/2014	Axiom On Call 2014-2019	SEMI-PERMANENT	9/30/2023
10/29/2014	Carew Co. 2014-2016 On Call Professional Services Agreement	SEMI-PERMANENT	9/30/2023
3/21/17 - 8/4/17	Carew Co. FY2017 Misc Task Orders and Work Request (2016-2018 On Call) (See attached list for details)	SEMI-PERMANENT	8/4/2022
5/12/2017	Carew Co. 2016 WR 16-001 Welcome to Grove Plaza Ads	SEMI-PERMANENT	5/12/2022
11/8/2016	Carew 2016-2018 On Call Professional Services Agreement	SEMI-PERMANENT	11/8/2023
2/16/2019	CSHQA 2014 - 2019 On Call Agreement	SEMI-PERMANENT	2/16/2024
3/16/2017 - 10/20/2018	CSHQA FY2017 and FY2018 Task Orders (see attached list for details)	SEMI-PERMANENT	10/20/2023
3/13/2018	CTA - Shoreline Urban Framework Agreement	SEMI-PERMANENT	3/13/2023
6/15/2018	CTA Shoreline District Public Relations	SEMI-PERMANENT	6/15/2023
1/31/2019	CTY Studio 2014-2019 On Call	SEMI-PERMANENT	1/31/2024
2/2/2015 - 5/1/2019	CTY 2017 Misc Task Orders (See attached list for details)	SEMI-PERMANENT	5/1/2024
9/27/2017	Flying Falcon Productions - CCDC Videos	SEMI-PERMANENT	9/27/2022
2/13/2018	Fountain Supply Company - Grove Plaza Fountain Sound Configuration	SEMI-PERMANENT	2/13/2023
2/15/2018	Fountain Supply Company - Grove Plaza Fountain Spring Startup	SEMI-PERMANENT	2/15/2023
2/1/2014	Glancy Rockwell 2014-2019 On Call	SEMI-PERMANENT	2/1/2019
6/26/2016	Glancy Rockwell TO 14-002 Garage Painting - Lobbies & Stairwells	SEMI-PERMANENT	6/26/2021
9/21/2016	Glancey Rockwell TO 14-003 9th & Front Exterior Painting	SEMI-PERMANENT	9/21/2023

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: March 10, 2025 - Resolution 1922

10/3/2016	Guy Hand 2015 Grove Plaza Brick Program	SEMI-PERMANENT	10/3/2021
10/9/2017	Guy Hand 2017 District Photos Fall 2017	SEMI-PERMANENT	10/9/2022
10/20/2017	Guy Hand Amend 1 2017 District Photos Fall 2017	SEMI-PERMANENT	10/20/2022
2/22/2017	Guy Hand 1T1T -CCDC Downtown Projects - Photos	SEMI-PERMANENT	2/22/2022
1/26/2018	Guy Hand 1T1T -2017 Annual Report Photos	SEMI-PERMANENT	1/26/2023
5/15/2017	Guy Hand 1T1T -CCDC Alive After Five - Photos	SEMI-PERMANENT	5/15/2022
10/17/2018	Guy Hand 1T1T -CCDC District Photos Fall 2018	SEMI-PERMANENT	10/17/2023
10/29/2013	Hummel 30th St Site Study 131030	SEMI-PERMANENT	10/29/2018
1/27/2014	Hummel 2014 On Call Contract	SEMI-PERMANENT	1/27/2019
7/31/2014	Hummel TO 14-001 West End Design Concept	SEMI-PERMANENT	7/31/2019
3/14/2018	Hummel TO 14-002 10th and Front Garage Concrete Repair	SEMI-PERMANENT	3/14/2023
6/29/2018	Hummel TO 14-003 Capitol & Main Elevator	SEMI-PERMANENT	6/29/2023
12/5/2017	Idaho Airships Aerial Update Photos Shoreline District	SEMI-PERMANENT	12/5/2022
4/27/2018	Idaho Airships Aerial Data 2018	SEMI-PERMANENT	4/27/2023
12/15/2014	JedSplit Creative FY2015 On Call	SEMI-PERMANENT	12/15/2019
3/16/2017	JedSplit 2017-2019 OnCall	SEMI-PERMANENT	FY2022
3/6/2017	JedSplit TO 17-001 2016 Annual Report Design Services	SEMI-PERMANENT	FY2022
3/7/2017	JedSplit Design TO #17-002 2018-2022 CIP Design	SEMI-PERMANENT	FY2022
7/11/2017	JedSplit DesignTO #17-003 CCDC Manifesto Info Graphic	SEMI-PERMANENT	FY2022
7/11/2017	JedSplit Design TO #17-002 2018-2022 CIP Design	SEMI-PERMANENT	FY2022
2/5/2018	JedSplit Design TO #17-004 2017 Annual Report Design Services	SEMI-PERMANENT	FY2023
5/21/2018	JedSplit Design TO #17-005 Shoreline District Website Design Services	SEMI-PERMANENT	FY2023
5/17/2018	JedSplit TO 17-006 Bench Website	SEMI-PERMANENT	FY2023
8/9/2018	JedSplit TO 17-007 2019-2023 CIP Design	SEMI-PERMANENT	FY2024
9/10/2018	JedSplit TO 17-008 Gateway East Website	SEMI-PERMANENT	FY2024
9/26/2018	JedSplit TO 17-009 PIPTA 2019 Logo Development	SEMI-PERMANENT	FY2024
9/26/2018	JedSplit TO 17-010 URA Project Mapping	SEMI-PERMANENT	FY2024
10/3/2018	JedSplit TO 17-011 - CD Closeout Memorabili	SEMI-PERMANENT	FY2024
5/9/2019	JedSplit TO 17-012 2018 Annual Report	SEMI-PERMANENT	FY2024
3/21/2019	JedSplit TO 17-013 State Street Website	SEMI-PERMANENT	FY2024
5/9/2019	JedSplit TO 17-014 Miscellaneous On Call Services	SEMI-PERMANENT	FY2024
9/12/2019	JedSplit TO 17-015 2020-2024 CIP Design	SEMI-PERMANENT	FY2024

EXHIBIT A

CCDC RECORDS ELIGIBLE FOR DESTRUCTION

Board Review Date: March 10, 2025 - Resolution 1922

1/28/2009	Kittelson - 2009 On Call Prof Srvs 012809	SEMI-PERMANENT	FY2014
1/29/2010 to 11/1/2013	Kittelson Task Orders 09-001 - 09-0014	SEMI-PERMANENT	FY2015 - FY2018
3/4/2014	KPFF 2014 On Call Contract	SEMI-PERMANENT	FY2019
1/28/2014	Land Group 2014 On Call Contract	SEMI-PERMANENT	FY2019
11/6/2013	Oliver Russell - 2013 On Call Contract	SEMI-PERMANENT	FY2023
12/15/2017	Oliver Russell TO 13-003 ParkBOI Digital and Radio	SEMI-PERMANENT	FY2022
6/11/2018	Oliver Russell TO 13-004 Westside Branding	SEMI-PERMANENT	FY2023
6/13/2018	Oliver Russell TO 13-005 Bike Storage Branding	SEMI-PERMANENT	FY2023
7/29/2019	Oliver Russell TO 18-002 BikeBOI Press Release	SEMI-PERMANENT	FY2024
2/13/2014	CTY Studio 2014 On Call Contract	SEMI-PERMANENT	FY2024
3/28/2017	CTY TO 14-004 8th St Corridor Placemaking	SEMI-PERMANENT	FY2022
4/12/2018	CTY TO 14-005 9th & Main Bicycle Shelter	SEMI-PERMANENT	FY2023
8/28/2018	CTY TO 14-006 CCDC Office Improvements	SEMI-PERMANENT	FY2023
2/20/2018	Criterium Bernhisel Prof Services Agmt	SEMI-PERMANENT	FY2023
	Insurance, Risk Management and Safety Records		
2013 and prior	Consultant & Contractor Insurance Verification Acord or similar certificates for projects completed prior to 2013	SEMI-PERMANENT	12/31/2024

Reso 1922 Detailed List of Items

Carew Co.	TO 16-001	ParkBOI Website Design	2/28/17
Carew Co.	TO 16-002	Stage Banners	5/2/17
Carew Co.	TO 16-003	Quarterly Web Maintenance	7/10/17
Carew Co.	Amend 1 to TO 16-003	add one more year	8/27/18
Carew Co.	TO 16-004	Banners - Boise Brewing Community Stage	8/4/17
CSHQA	TO 14-001	City Centre Garage - Level 7 Drain Eval	yes
CSHQA	TO 14-002	CapTerrace Drain Evaluation	2/19/15
CSHQA	TO 14-003	CapTer Const Docs and Tech Specs (Storm Drain Design)	3/16/15
CSHQA	TO 14-004	Grove Plaza Renovation - prime consultant	7/9/15
CSHQA	TO 14-004 Amendment 1	Grove Plaza Renovation - additional services	10/19/15
CSHQA	TO 14-004 Amendment 2	Grove Plaza Renovation - additional services	11/9/15
CSHQA	TO 14-005	5th Street Entrance to Julia Davis Park	9/8/15
CSHQA	TO 14-006	Grove Plaza Renovation - final design and const. docs	12/7/15
	TO 14-006 Amendment 1	Grove Plaza Renovation - additional services	11/1/16
CSHQA	TO 14-007	Grove Plaza - Renderings Revisions	3/3/16
CSHQA	TO 14-010	Central District Infrastructure Assessment	3/16/17
CSHQA	TO 14-011	Freak Union Alley Placemaking	7/26/17
CSHQA	TO 14-011 Amendment 1	Freak Union Alley Placemaking - additional services	5/1/18
CSHQA	TO 14-012	Central District Improvements	8/4/17
CSHQA	TO 14-012 - Amendment 1	Central District Improvements - additional scope & svcs	5/1/18
CSHQA	TO 14-013	Central District Improvements - Design Review	9/14/17
CSHQA	TO 14-014	10th & Front Garage Sewer	10/3/17
CSHQA	TO 14-015	Central District Improvements - CD, CA	11/6/17
CSHQA	TO 14-015 Amendment 1	Central District Improvements - CD Additional Services	5/14/18
CSHQA	TO 14-015 Amendment 2	Central District Improvements - CD Additional Services	8/15/18
CSHQA	TO 14-015 Amendment 3	Central District Improvements - CD Additional Services	9/12/18
CSHQA	TO 14-016	ParkBOI LED Light Retrofit	10/20/18
CTY Studio	TO 14-001	27th Street Development Study	2/2/15
CTY Studio	TO 14-002	8th Street Corridor Design Services	4/12/16
CTY Studio	TO 14-003	Hayman House Capital Needs Assessment	7/18/16
CTY Studio	TO 14-004	2017 8th Street Corridor Placemaking Design	3/27/17
CTY Studio	TO 14-005	9th & Main Garage Bicycle Shelter	4/12/18
CTY Studio	TO 14-006	CCDC Office Remodel - Schematics only	8/28/18
Fountain Supply Company	1T1T	Grove Plaza Fountain Winterization Verification & Support	
Fountain Supply Company	1T1T	Grove Plaza Fountain Seasonal Startup	2/15/18
Fountain Supply Company	1T1T	Grove Plaza Fountain Sound Configuration	2/13/18
Fountain Supply Company	Amendment 1	add 8 more songs	6/29/18
Glancey Rockwell & Associates	TO 14-002	Interior Garage Lobby and Stairwell Painting	6/23/16
Glancey Rockwell & Associates	TO 14-002 - Amend 1	Interior Garage Lobby and Stairwell Painting + Wayfinding	9/21/16
Glancey Rockwell & Associates	TO 14-002 - Amend 2	Wayfinding colors	10/26/17
Glancey Rockwell & Associates	TO 14-003	9th & Front Garage Painting	3/20/17



March 10, 2025

Jamie Heinzerling
Deputy City Clerk
cityclerk@cityofboise.org
PO Box 500
Boise, ID 83701

Re: CCDC - Public Records Disposition

Dear Ms. Heinzerling,

Attached is Capital City Development Corporation's Resolution 1922 which was presented and adopted by the Board on March 10, 2025. This resolution authorizes the disposition of the attached temporary and/or semi-permanent records.

In compliance with Idaho Code Section 50-907 and the CCDC Public Records Retention Policy (approved on March 13, 2017, through the adoption of CCDC Resolution 1487), we are notifying you of our intent to destroy these records.

If you would like any of these documents to be retained, please notify me by April 10, 2025. If CCDC does not hear from you by that date, we will proceed with the destruction of these records on or after April 10, 2025.

Please contact me by phone at 208-391-7304 or email at kwanner@ccdcboise.com if you have any questions or require further information.

Sincerely,

Kathy Wanner
Contracts Manager



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IV. ACTION ITEMS



AGENDA BILL

Agenda Subject: Approval of 2024 Annual Report		Date: March 10, 2024
Staff Contact: John Brunelle, Executive Director	Attachments: 1 – Draft of 2024 Annual Report	
Action Requested: Approve the 2024 Annual Report and direct staff to finalize the document and fulfill the statutory publication and access requirements.		

Fiscal Notes:

None

Background:

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

Agencies such as CCDC must also conduct a public meeting to report these activities and take public comment. This meeting's agenda includes the required public meeting which allows for public comment. Any member of the public is invited to comment on the draft 2024 Annual Report.

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

Staff Recommendation:

Accept the 2024 Annual Report and direct staff to finalize and deliver it to the Boise City Clerk and the State Controller, post it on the Agency's website, and publish notice in the *Idaho Statesman* that it has been filed and is available for review in the City Clerk's Office as well as CCDC's website.

Suggested Motion:

I move to approve the 2024 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.



ARTHUR

A CCDC Type 2 Participation Program project, that will be a 26-story, 420,000 square foot mixed-use building including 298 apartment homes and residential amenities, 9,000 square feet of ground floor retail, and structured parking.

RECOGNITION OF AGENCY EXCELLENCE

Rebuild 11th Street: **BOMA Building Excellence Awards** | Excellence in Parking and Mobility

Rebuild 11th Street: **Idaho Business Review Top Projects** | Transportation

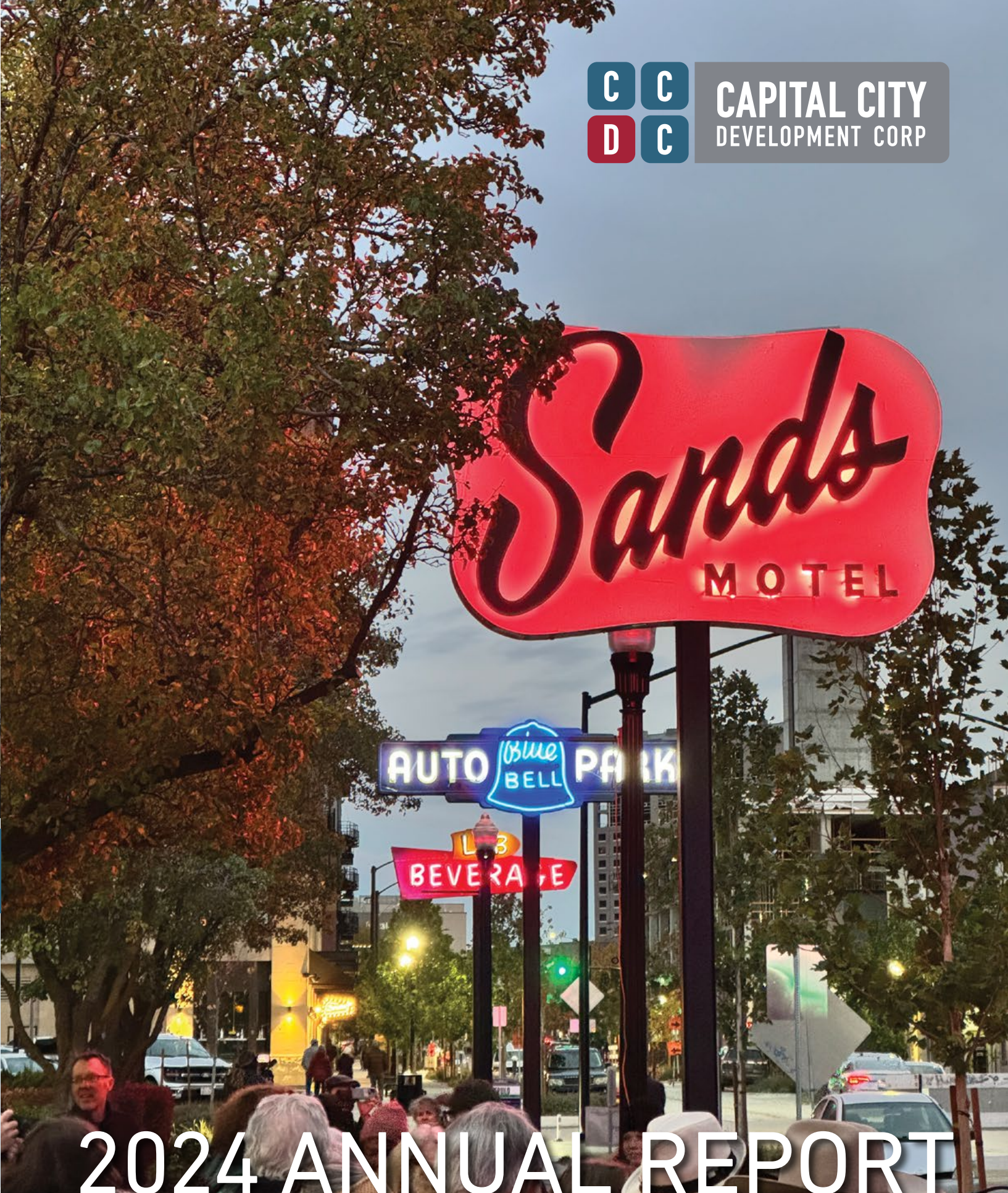
The Martha: **BOMA Building Excellence Awards** | Excellence in Regulatory Advancement

Cherie Buckner-Webb Park: **International Economic Development Council** | Gold Award

CCDC Participation Program: **International Downtown Association** | Achievement in Planning, Design, and Infrastructure

Ash + River Townhomes: **Urban Land Institute: Jack Kemp Excellence in Affordable and Workforce Housing**

The Grove Plaza: **International Economic Development Council: Gold Award**



2024 ANNUAL REPORT

**CELEBRATING A HISTORIC NEIGHBORHOOD AND BRINGING
A NEW GATHERING SPACE TO THE COMMUNITY**

Kaixo Corner, a new public park, in the Old Boise Blocks neighborhood, pays homage to the area's multicultural history. In partnership with Boise Parks and Recreation, Boise City Department of Arts & History, the 0.21-acre lot will be transformed into park and public space with seating, lighting, a small stage and integrated public art that honors and celebrates the history of immigration in Boise.



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04 ABOUT CCDC – WHO WE ARE

05 CCDC DISTRICT MAPS

06 AGENCY OWNED PROPERTY

08 2024 FINANCIAL STATEMENTS

10 FINANCIAL HIGHLIGHTS

ON THE FRONT COVER

CCDC'S HISTORIC PRESERVATION

CCDC, in partnership with nonprofit Signs of Our Times, City of Boise Department of Arts & History, and local vendors, restored six and installed historic neon sign on Grove Street, between 12th Street and 13th Street.

As part of CCDC's Rebuild Linen Blocks on Grove Street, the first-of-its-kind open-air gallery pays homage to the district's eclectic history and preserves the lost art form of neon signage.

BOARD OF COMMISSIONERS



Latonia Haney Keith
BOARD CHAIR



John Stevens
VICE CHAIR



Lauren McLean
SECRETARY - TREASURER



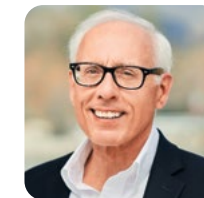
Danielle Hurd
COMMISSIONER



Alexis Townsend
COMMISSIONER



Drew Alexander
COMMISSIONER



Rob Perez
COMMISSIONER

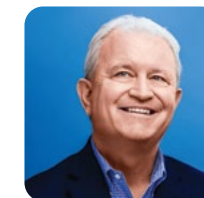


Todd Cooper
COMMISSIONER



Meredith Stead
COMMISSIONER

AGENCY MANAGEMENT



John Brunelle
EXECUTIVE DIRECTOR



Doug Woodruff
DEVELOPMENT DIRECTOR



Joey Chen
FINANCE & ADMINISTRATION
DIRECTOR



Zach Piepmeyer
PARKING & MOBILITY
DIRECTOR



Lana Graybeal
DIRECTOR OF EXTERNAL
AFFAIRS



Mary Watson
GENERAL COUNSEL

ABOUT CCDC

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

VISION

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

MISSION

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

WHAT CCDC CREATES

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

FIVE KEY STRATEGIES

ECONOMIC DEVELOPMENT

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

INFRASTRUCTURE

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

MOBILITY

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

PLACE MAKING

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

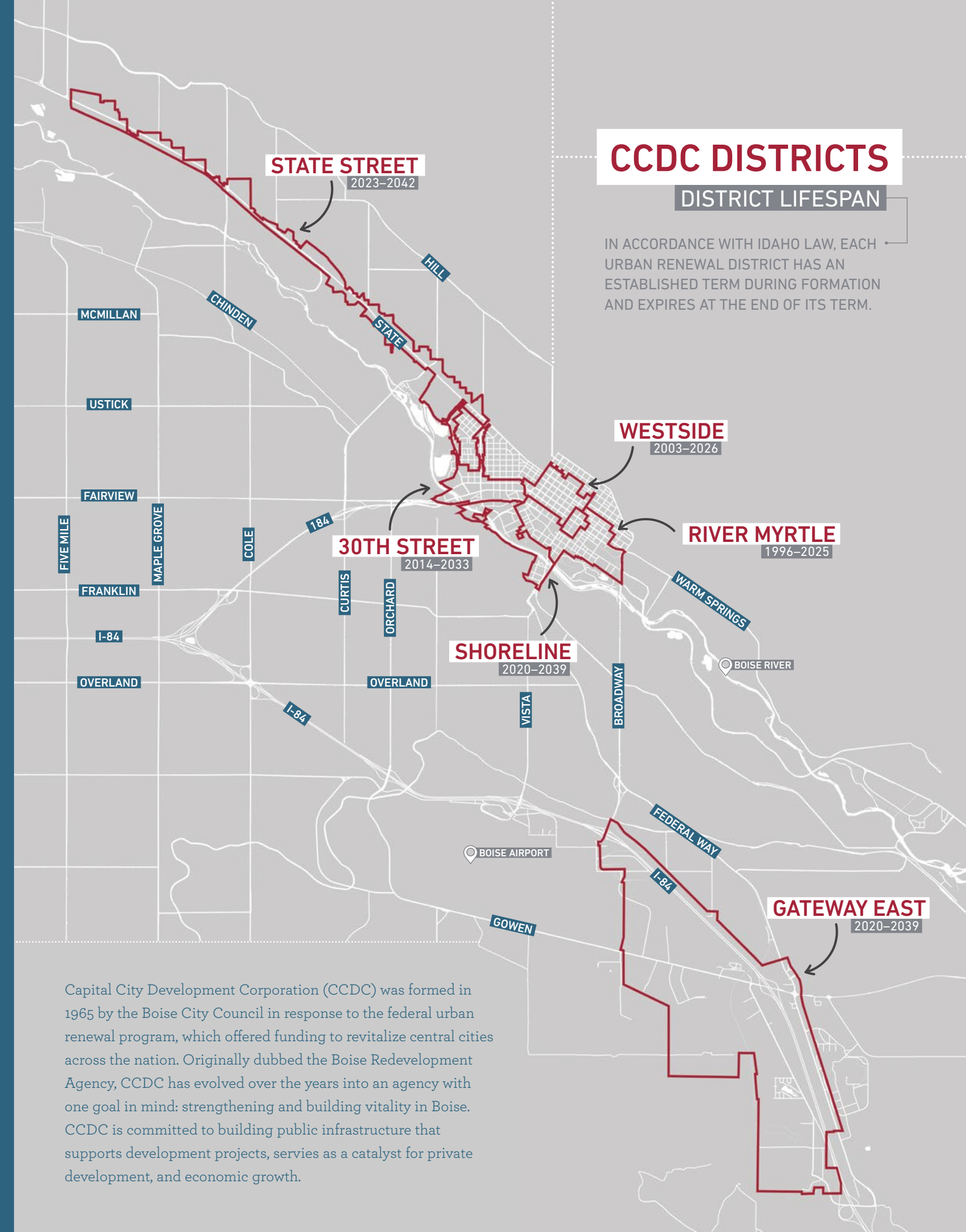
SPECIAL PROJECTS

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

CCDC DISTRICTS

DISTRICT LIFESPAN

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

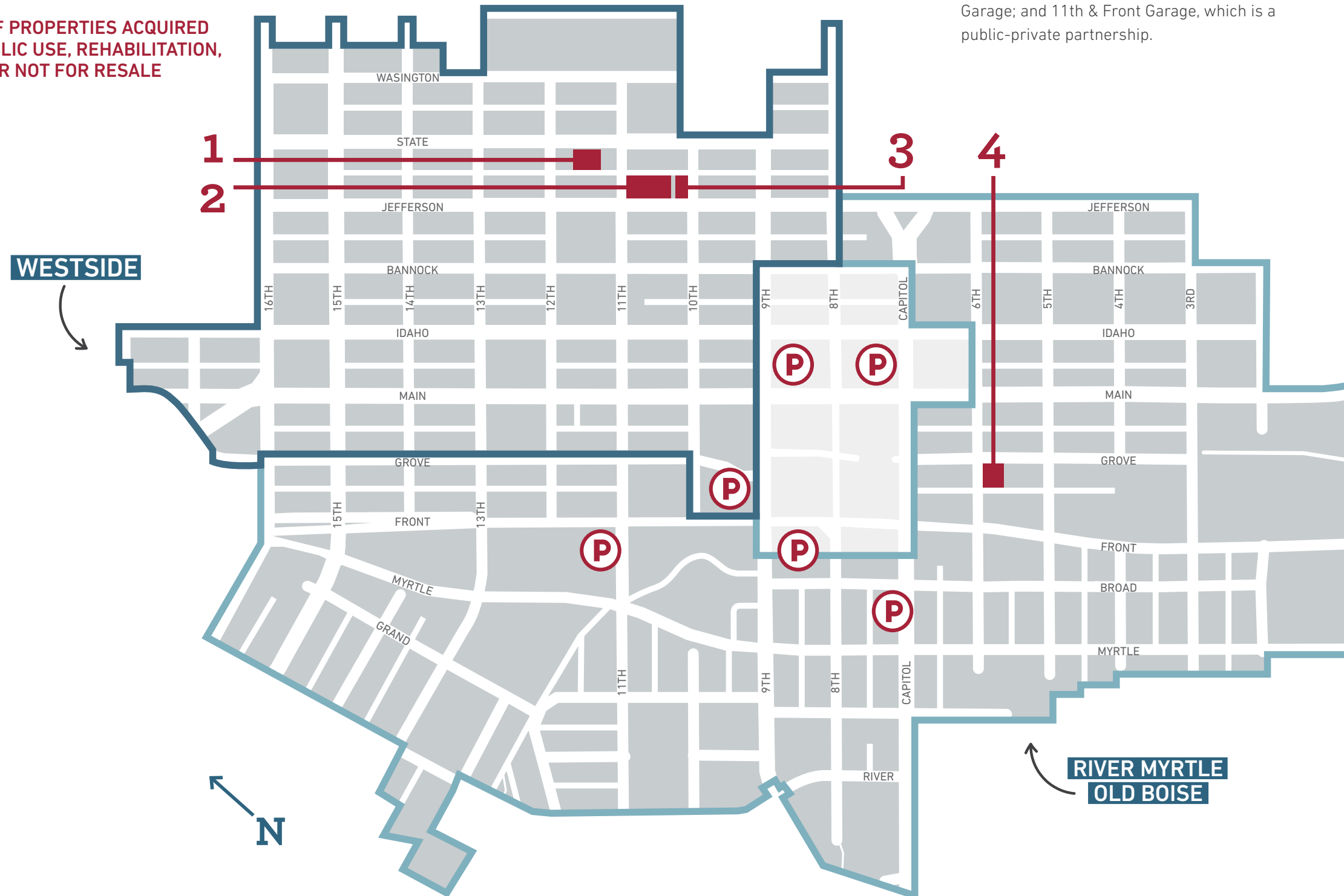


Capital City Development Corporation (CCDC) was formed in 1965 by the Boise City Council in response to the federal urban renewal program, which offered funding to revitalize central cities across the nation. Originally dubbed the Boise Redevelopment Agency, CCDC has evolved over the years into an agency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

AGENCY OWNED PROPERTY

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

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



PROPERTIES ACQUIRED FOR PUBLIC USE

P ParkBOI PUBLIC PARKING GARAGES

In 2024, CCDC owned and operated the following public parking garages: 9th & Main Garage; Capitol & Main Garage; 9th & Front Garage; 10th & Front Garage; Capitol & Myrtle Garage; and 11th & Front Garage, which is a public-private partnership.

PROPERTIES ACQUIRED FOR REHABILITATION OR RESALE

- 1. 1111 W. State St. (.83 acres)**
In October 2024, the Agency and the YMCA closed on a long-planned land exchange, paving the way for a new state-of-the-art Downtown YMCA at 421 N. 10th Street. In the exchange, CCDC secured ownership of 1111 W. State Street.
- 2. 1010 W. Jefferson St. (.65 acres)**
The Agency successfully added this property to its portfolio in 2018, completing its assemblage on a portion of Block 68 to pursue its vision of a transformative project. The property includes an office building and parking lot. It is currently subject to a development agreement with Block 68 South Development LLC for a future mixed-use housing and mobility hub project.
- 3. 1010 W. Jefferson St. (.19 acres)**
In October 2023, the Agency purchased the parcel adjacent to property already owned at 1010 W. Jefferson St. to expand the scope and redevelopment potential of Block 68 South. Assembling the parcel with existing Agency property would create a more efficient and cost-effective design for future development. The property is currently a small surface-level parking lot.
- 4. 521 W. Grove St. (.21 acres)**
The Agency purchased this property in January 2022 to create a new public space in partnership with Boise Parks and Recreation. Currently, the parcel is a surface-level parking lot.

AGENCY-WIDE FINANCIAL ANALYSIS

Table 1 reflects the condensed fiscal year 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..

STATEMENT OF NET POSITION

TABLE 1

AS OF SEPTEMBER 30, 2024 AND 2023

	2023	2024	Percentage Change 2023-2024
Current & 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.

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.

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.

2024 FINANCIAL STATEMENTS

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.

STATEMENT OF ACTIVITIES

TABLE 2

FOR YEARS ENDED SEPTEMBER 30, 2024 AND 2023

	2023	2023	Percentage Change 2023-2024
Revenues			
Program Revenues			
Charges for Services	\$304,534	\$385,858	26.7%
Operating Grants & 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%



THE REMARKABLE SUCCESS OF PUBLIC PARTNERSHIPS

The City of Boise's Fire Station #5 serves the greater downtown Boise area and has been in operation in the River Myrtle Old Boise District since 1906.

The newly renovated, state-of-the-art fire station contributes to a healthy community by improving the Boise Fire team's ability to respond effectively and efficiently to all hazards and emergencies.

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 non-spendable, restricted, committed or assigned.

- Total revenues increased by \$9,625,710. The change is mainly due to the fact 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 parking customers spending increased time in the garages and a slight increase in the 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.



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AGENDA BILL

Agenda Subject: Resolution 1917: Adopt FY2025 State Street District Amended Budget		Date: March 10, 2025
Staff Contact: Joey Chen, Finance & Administration Director Holli Klitsch, Controller	Attachments: <ol style="list-style-type: none"> Resolution 1917 FY2025 State Street District Amended Budget with Line-Item Detail by Revenue and Expense Category 	
Action Requested: Approve Resolution 1917 adopting the FY2025 State Street District Amended Budget and the Amended FY2025 Total Revenues and Expenses.		

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 also approved the Real Property Purchase and Sale Agreement for acquisition of the Property at the February 10, 2025 Board Meeting. This 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.

As statutorily required, this FY2025 State Street District Amended Budget and public hearing notice was published twice in the *Idaho Statesman* newspaper, on February 21 and 28. The Board will conduct the public hearing on the FY2025 Amended Budget beginning at noon, Monday, March 10, 2025, at the Agency. When the hearing concludes the Board will consider the adoption of the FY2025 State Street District Amended Budget via Resolution 1917.

Fiscal Notes:

FY2025 State Street District Original Budget	\$ 678,000
<u>FY2025 State Street District Amended Budget</u>	<u>\$ 2,501,000</u>
<i>Change</i>	<i>\$ 1,823,000</i>

FY2025 Agency Original Total Expenses	\$ 72,872,377
<u>FY2025 Agency Amended Total Expenses</u>	<u>\$ 74,695,377</u>
<i>Change</i>	<i>\$ 1,823,000</i>

Staff Recommendation:

Staff recommends Agency Board approve Resolution 1917 adopting the FY2025 State Street District Amended Budget and the Amended FY2025 Total Revenues and Expenses.

Suggested Motion:

I move adoption of Resolution 1917 to 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 authorize the Executive Director to file copies of the budget as required by law.

Attachment 1
Resolution 1917

RESOLUTION NO. 1917

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, TO BE TERMED THE "AMENDED ANNUAL APPROPRIATION RESOLUTION," AMENDING THE STATE STREET REVENUE ALLOCATION FUND TO INCLUDE INCREASED REVENUE AND EXPENSE TOTALS AND APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW AND DEEMED NECESSARY TO DEFRAY ALL EXPENSE AND LIABILITY OF THE URBAN RENEWAL AGENCY IN THE STATE STREET REVENUE ALLOCATION FUND, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR ALL GENERAL, SPECIAL, AND CORPORATE PURPOSES IN AN AMENDED AMOUNT; AMENDING THE FISCAL YEAR 2025 AGENCY ORIGINAL BUDGET TO INCLUDE INCREASED TOTAL REVENUES AND EXPENSES; DIRECTING THE AGENCY EXECUTIVE DIRECTOR TO SUBMIT THE RESOLUTION AND AMENDED BUDGET TO THE CITY OF BOISE AND ANY PERSON OR ENTITY ENTITLED TO A COPY OF THE RESOLUTION AND AMENDED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, is made on the date hereinafter set forth by 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, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), 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"); and,

WHEREAS, pursuant to Idaho Code Sections 50-2006, 50-2903(5), and 50-1002, after providing notice of the meeting and consideration of the content of the proposed budget, the Agency did duly adopt its Fiscal Year 2025 budget at the Agency Board meeting of August 28, 2024, by adoption of Agency Resolution 1890; and,

WHEREAS, since August 28, 2024, certain circumstances in the State Street District have changed necessitating an increase to the revenue and expense totals in the State Street Revenue Allocation Fund of the Fiscal Year 2025 budget, which has the effect of increasing the FY2025 Agency Total Revenues and Total Expenses; and,

WHEREAS, Idaho Code Sections 50-2903(5) and 50-1002 provide the procedure for the Agency to amend its budget; and,

WHEREAS, the Agency has prepared a proposed amendment to the State Street Revenue Allocation Fund for the Fiscal Year 2025 Budget, which also amends the FY2025 Agency Total Revenues and Total Expenses, a copy of which is included within the Notice of Hearing; and,

WHEREAS, the Agency Board tentatively approved the proposed amendments to the State Street Revenue Allocation Fund and the Agency Total Revenues and Total Expenses for the Fiscal Year 2025 Budget at its public Board meeting on February 10, 2025; and,

WHEREAS, on February 21 and 28, 2025, the Agency published the requisite notice in the *Idaho Statesman* newspaper of a public hearing to consider the proposed Fiscal Year 2025 State Street Revenue Allocation Fund Amended Budget to be conducted on Monday, March 10, 2025, at the offices of Capital City Development Corporation, 121 North 9th Street, Suite 501, Boise, Idaho; and,

WHEREAS, on Monday, March 10, 2025, pursuant to Idaho Code Section 50-1002, the Agency held a public hearing at the offices of Capital City Development Corporation, 121 North 9th Street, Suite 501, Boise, Idaho, on the proposed amended budget, a true and correct copy of which is attached hereto as EXHIBIT A, and considered public comment on services, expenditures, and revenues planned in the State Street District for Fiscal Year 2025; and,

WHEREAS, pursuant to Idaho Code Sections 50-2006, 50-2903 and 50-1002, the Agency is required to pass a resolution for any amendment to the annual appropriation resolution and submit the amended resolution to the City of Boise and any person or entity entitled to a copy of this Resolution and amended budget.

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

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

Section 2: That the total amended amount for the State Street Revenue Allocation Fund, or so much thereof as may be necessary, to defray all expenses and liabilities of the Agency as authorized by law and set forth in EXHIBIT A, attached hereto and incorporated herein by reference, is hereby appropriated out of any money in the Agency State Street Revenue Allocation Fund accounts for general, special, and corporate purposes of the Agency for the fiscal year commencing on October 1, 2024, and ending September 30, 2025.

Section 3: That due to the increases to the State Street Revenue Allocation Fund revenues and expenses, the Agency total revenues and expenses also increased as set forth in EXHIBIT A, attached hereto and incorporated herein by reference, for the general, special, and corporate purposes of the Agency for the fiscal year commencing on October 1, 2024, and ending September 30, 2025.

Section 4: That the Agency Executive Director is authorized to submit a copy of this Resolution and the amended budget to the City of Boise upon its adoption and approval, and to provide a copy of this Resolution and the amended budget to any person or entity entitled to a copy of this Resolution and amended budget.

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

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

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
Latonia Haney Keith, Chair

ATTEST:

BY: _____
Joey Chen, Secretary Pro Tem

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Legals

EXHIBIT A CAPITAL CITY DEVELOPMENT CORPORATION PROPOSED 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.

GENERAL/SPECIAL REVENUE FUNDS:	FISCAL YEAR 2023	FISCAL YEAR 2024	ORIGINAL	AMENDED
STATE STREET REVENUE ALLOCATION FUND	ACTUAL	ACTUAL	FISCAL YEAR 2025	FISCAL YEAR 2025
Revenue Allocation (Property Tax Increment)			BUDGET	BUDGET
Transfers	872,897	1,621,687	4,700,000	1,700,000
Other	(877,535)	(1,587,267)	(+030,500)	792,500
Total Revenues	5,116	23,860	8,500	8,500
Total Expenses	476	68,280	678,000	2,501,000
AGENCY TOTAL REVENUES	\$31,575,444	\$34,931,042	\$72,892,377	\$74,695,377
AGENCY TOTAL EXPENSES	\$31,575,444	\$34,931,042	\$72,892,377	\$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

ORDINANCE NO 946

An Ordinance Of The City Of Eagle Idaho, Amending Title 1 Administration, Chapter 3 Definitions, Section 1; And Providing An Effective Date.

WHEREAS, the City Attorney of the City of Eagle advised during a public meeting that ambiguity exists in City Code as to the legal definition of certain terms; and

WHEREAS, the City desires to update City Code to remove this ambiguity and clarify legislative intent of the Eagle City Council; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EAGLE, ADA COUNTY, IDAHO.

Section 1: That Title 1, Chapter 3, Section 1 is hereby amended, in part to read as follows with underline text to be added and strike through text to be deleted.

CHAPTER 3 DEFINITIONS

1-3-2. DEFINITIONS, GENERAL:

Unless more specifically defined elsewhere in this code, whenever the following words or terms are used in this code, they shall have such meanings herein ascribed to them, unless the context makes such meaning repugnant thereto:

AGENT: A person acting on behalf of another.

BUSINESS DAY: A working day, as further defined in this section.

CITY: The city of Eagle, county of Ada, state of Idaho.

CITY COUNCIL, COUNCIL: The city council of the city of Eagle.

CODE: The municipal code of the city of Eagle.

DAY: A calendar day.

EMPLOYEES: Whenever reference is made in this code to a city employee by title only, this shall be construed as though followed by the words "of the city of Eagle".

FEE: A sum of money charged by the city for the carrying on of a business, profession or occupation.

KNOWINGLY: Imports only a knowledge that the facts exist which brings the act or omission within the provisions of this code. It does not require any knowledge of the unlawfulness of such act or omission.

LICENSE: The permission granted for the carrying on of a business, profession or occupation.

MISDEMEANOR: When a crime punishable by imprisonment in the state prison is also punishable by fine or imprisonment in a county jail, in the discretion of the court, it shall be deemed a misdemeanor for all purposes after a judgment imposing a punishment other than imprisonment in the state prison.

Whenever the words "misdemeanor", "petty misdemeanor" or "violation" are used in this code, these terms or any of them shall be construed to mean misdemeanor and shall be punished, unless otherwise provided, in section 1-4-1 of this code.

NEGLECT, NEGLIGENCE, NEGLIGENT AND NEGLIGENTLY: These terms import a want of such attention to the nature or probable consequences of the act or omission as a prudent man ordinarily bestows in acting in his own concern.

NUISANCE: Anything offensive or obnoxious to the health and welfare of the inhabitants of the city; or any act or thing repugnant to, or creating a hazard to, or having a detrimental effect on the property of another person or to the community.

OCCUPANT: As applied to a building or land shall include any person who occupies the whole or any part of such building or land whether alone or with others.

OFFENSE: Any act forbidden by any provision of this code or the omission of any act required by the provisions of this code.

OFFICER: Shall include officers and boards in charge of departments and members of such boards. The word "clerk", "treasurer", or other such title shall mean city clerk, city treasurer, or other city officer as the use may be applicable. Whenever reference is made in this code to a city officer by title only, this shall be construed as though followed by the words "of the city of Eagle".

OPERATOR: The person who is in charge of any operation, business or profession.

OWNER: As applied to a building or land shall include any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.

PERSON: Any public or private corporation, firm, partnership, association, organization, government or any other group acting as a unit, as well as a natural person.

PERSONAL PROPERTY: Shall include every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right or title to property is created, acknowledged, transferred, increased, defeated, discharged or diminished and every right or interest therein.

RETAILER: Unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things in small quantities direct to the consumer.

RIGHT OF WAY: The privilege of the immediate use of the roadway or other property.

STREET: Shall include alleys, lanes, courts, boulevards, public ways, public squares, public places and sidewalks.

TENANTS: As applied to a building or land shall include any person who occupies the whole or any part of such building or land whether alone or with others.

WHOLESALE: The terms "wholesaler" and "wholesale dealer" as used in this code, unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things in quantity to person who purchase for the purpose of resale.

WILFULLY: When applied to the intent with which an act is done or omitted, implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate law, or to injure another, or to acquire an advantage.

WORKING DAY: A calendar day, excluding Saturdays, Sundays, and City-recognized holidays.

WRITTEN, IN WRITING: May include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond required by law, it shall be in the proper handwriting of such person, or in case he is unable to write, by his proper mark. (Ord. 1, 5-24-1971; amd. 1985 Code)

Section 2: The provisions of this ordinance are hereby declared to be severable and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this ordinance.

Section 3: The City Clerk is instructed to immediately forward this ordinance to the codifier of the official municipal code for proper revision of the code.

Section 4: This ordinance, or a summary thereof in compliance with Idaho Code §50-901A, shall be published once in the official newspaper of the City, and shall be in full force and take effect immediately upon its passage, approval, and publication.

Approved and adopted this 11 day of February, 2025.

CITY OF EAGLE
Ada County, Idaho
BRAD PIKE, MAYOR
MAYOR
ATTEST:
TRACY E. OSBORN, CMC, CITY CLERK
IPL0218548
Feb 21 2025

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN THE MATTER OF THE ESTATE OF VEDNA LEE POST, DECEASED.

CASE NO. CV01-25-00732
NOTICE TO CREDITORS
(I.C. 15-3-801)

NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative of the above-named decedent. All persons having claims against the decedent or the estate are required to present their claims within four months after the date of the first publication of this Notice or said claims will be forever barred.

Claims must be presented to the undersigned at the address indicated below, and filed with the Clerk of the Court.

Dated this January 29, 2025.

/s/ TOMMY DUSTIN TYNER
TOMMY DUSTIN TYNER, Personal Representative
C/O HEATHER L. CONDER
5519 N Glenwood St. Ste 110, Garden City, Idaho
Telephone: 2083670723
IPL0215007
Jan 31, Feb 7, 14, 21 2025

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN RE: Wendy Marie Johnston
Case No. CV01-25-01673
NOTICE OF HEARING ON NAME CHANGE (Adult or Emancipated Minor)

A Petition to change the name of Wendy Marie Johnston, now residing in the City of Boise, State of Idaho, has been filed in the District Court in Ada County, Idaho. The name will change to Wendy Marie Stone. The reason for the change in name is: Petitioner recently went through a divorce after a long marriage. She has no desire to return to her maiden name, as it was difficult for individuals to spell or pronounce. She also no longer desires to have her ex-husband's last name. A hearing on the petition is scheduled for 10:00 am on March 13, 2025 at the Ada County Courthouse. Objections may be filed by any person who can show the court a good reason against the name change.

Date: January 31, 2025
Trent Tripple
CLERK OF THE DISTRICT COURT
By: April Charles
Deputy Clerk
IPL0215939
Feb 7, 14, 21, 28 2025

SUMMONS

To: LIO S FREY

You have been sued by DIONYSUS FINANCE LLC dba ADVANCE FINANCIAL, the Plaintiff, in the THIRD District Court in and for CANYON COUNTY, Idaho, Case No. CV14-24-11505. The nature of the claim against you is collection of money owed by you. Any time after 21 days following the last publication of this summons, the court may enter a judgment against you without further notice, unless prior to that time you have filed a written response in the proper form, including the Case No., and paid any required filing fee to the Clerk of the Court at 1115 Albany St., Caldwell, ID 83605, telephone (208) 454-7572, and served a copy of your response on the Plaintiff's attorney MICHAEL J. ARCHIBALD, #8476 at M2 Law Group PC, P.O. Box 330, Meridian, ID 83680, telephone (208) 336-3331. A copy of the Summons and Complaint can be obtained by contacting either the Clerk of the Court or the attorney for Plaintiff. If you wish legal assistance, you should immediately retain an attorney to advise you in this matter.

Dated: 02/03/2025
RICK HOGABOAM
CANYON COUNTY District Court
By SHARON CARTER
Deputy
IPL0216073
Feb 7, 14, 21, 28 2025

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN RE: Rhynna Storm Dolphus
Case No. CV 01 25 01815
NOTICE OF HEARING ON NAME CHANGE OF MINOR

A Petition to change the name of Rhynna Storm Dolphus, a minor, now residing in the City of Kuna, State of Idaho, has been filed in the District Court in Ada County, Idaho. The name will change to Renna Storm Dolphus. The reason for the change in name is: Child/Family preference, confusion with spelling and pronunciation.

A hearing on the petition is scheduled for 9:30 o'clock A.M. on the date of March 13, 2025 at the Ada County Courthouse. Objections may be filed by any person who can show the court a good reason against the name change.

Date: 2/3/2025
Trent Tripple
CLERK OF THE DISTRICT COURT
By: April Charles, Deputy Clerk
IPL0216079
Feb 7, 14, 21, 28 2025

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN RE: Shaoyu Zhang
Case No. CV01-25-01257
NOTICE OF HEARING ON NAME CHANGE (Adult or Emancipated Minor)

A Petition to change the name of Shaoyu Zhang, now residing in the City of Boise, State of Idaho, has been filed in the District Court in Ada County, Idaho. The name will change to Paul Eisenbeiss. The reason for the change in name is: "Paul" has been the preferred first name since moving to the U.S. over ten years ago. Using "Eisenbeiss", which is the same as the mother's last name, can help stay connected with the family. A hearing on the petition is scheduled for 9:00 AM on 3/13/2025at the Ada County Courthouse. Objections may be filed by any person who can show the court a good reason against the name change.

Date: February 5, 2025
Trent Tripple
CLERK OF THE DISTRICT COURT
By: Ashley Rankin
Deputy Clerk
IPL0216244
Feb 7, 14, 21, 28 2025

NOTICE OF TRUSTEE'S SALE

T.S. No. 129271-ID Parcel No.: R1952000150
NOTICE OF TRUSTEE'S SALE ON 6/16/2025 AT 9:00 AM (recognized local time), IN THE AUCTION ROOM OF THE COURTYARD BY MARRIOTT BOISE DOWNTOWN, 222 S. BROADWAY AVENUE, BOISE, ID 83702, in the County of Ada, SYDNEY K. LEAVITT, ESQ., a member of the State Bar of Idaho, of ALDRIDGE PITE, LLP as trustee, will sell at public auction, to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real property, situated in the County of Ada, State of Idaho, and described as follows, to wit: LOTS 8 AND 9 IN BLOCK 2 OF DUMONT SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 5 OF PLATS AT PAGE 244, RECORDS OF ADA COUNTY, IDAHO, EXCEPT ANY RIGHTS TO THE DEDICATED ALLEY EAST AND ADJACENT TO SAID LOTS SHOWN ON SAID PLAT, AS CONVEYED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 23, 1976 AS INSTRUMENT NO. 7615255, OF RECORDS. The Trustee has no knowledge of a more particular description of the above referenced real property, but for purposes of compliance with Idaho Code Section 60-113, the Trustee has been informed that the address of: 3016N 35TH ST, BOISE, ID 83703, is commonly associated with said real property. Said sale will be made without covenant or warranty, express or implied, regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by CASSANDRA COOPER, A SINGLE WOMAN, as Grantor(s), to WILLIAM L. BISHOP, JR., as Trustee, for the benefit and security of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR UNITED WHOLESALE MORTGAGE, LLC, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 1/3/2022, recorded 1/3/2022, as Instrument No. 2022-000724, official records of Ada County, Idaho. Please note: The above named Grantors are named to comply with Idaho Code Section 45-1506(4)(a); no representation is made that they are, or are not, presently responsible for the obligation. The default for which this sale is to be made is the failure to make monthly payments when due from 11/1/2023 and all subsequent monthly payments thereafter, including installments of principal, interest, impounds, advances, plus any charges lawfully due under the note secured by the aforementioned Deed of Trust, Deed of Trust and as allowed under Idaho Law. The sum owing on the obligation secured by said Deed of Trust as of 2/7/2025 is \$419,484.11 including interest, costs, fees, including trustee and/or attorney fees and costs, and expenses actually incurred in enforcing the obligation thereunder or in this sale and to protect the security associated with the Deed of Trust, as authorized in the Note, Deed of Trust or as allowed under Idaho Law. Because interest, late charges, fees, costs and expenses continue to accrue, the total amount due varies from day to day. Hence, if you pay the amount shown above, an adjustment may be necessary after receipt of funds to satisfy the debt. For further information, write the Trustee at 4375 Jutland Drive, Ste. 200, San Diego, CA 92117, or call (866)931-0036
DATED: 2/7/2025
Signature/By: SYDNEY K. LEAVITT, ESQ., a member of the State Bar of Idaho, of ALDRIDGE PITE, LLP
IPL0217457
Feb 21, 28, Mar 7, 14 2025

NOTICE OF TRUSTEE'S SALE

On Thursday, the 5th day of June, 2025, at the hour of 10:00 o'clock a.m. of said day at Alliance Title & Escrow, 9465 W. Emerald St., Ste 120, Boise, in the County of Ada, State of Idaho, Ryan M. Fawcett, as Successor Trustee, will sell at public auction, to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real property situated in the County of Ada, State of Idaho, and described as follows, to-wit: LOT 1 IN BLOCK 2 OF CANDLELIGHT SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 61 OF PLATS AT PAGE 6095 AND 6096, RECORDS OF ADA COUNTY, IDAHO.

The Successor Trustee has no knowledge of a more particular description of the above-referenced real property, but for purposes of compliance with Section 60-113, Idaho Code, the Successor Trustee has been informed that the street address of 3009 N. Hearth Ave., Meridian, Idaho, is sometimes associated with said real property.

Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by CYNTHIA ATCHISON, an Unmarried Person, Grantor, to Ryan M. Fawcett, Successor Trustee, for the benefit and security of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, recorded April 22, 2011, as Instrument No. 111033704, Mortgage records of Ada County, Idaho; and assigned to IDAHO HOUSING AND FINANCE ASSOCIATION by Assignment of Deed of Trust recorded on December 29, 2022, as Instrument 2022-101569, Mortgage records of Ada County, Idaho. THE ABOVE GRANTOR IS NAMED TO COMPLY WITH SECTION 45-1506 (4)(a), IDAHO CODE. NO REPRESENTATION IS MADE THAT SHE IS, OR IS NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION.

Said sale is a public auction for which the bid price must be paid immediately upon close of bidding by certified funds in the form of cashier's checks, certified checks, or valid money orders only. If the Trustee is unable to convey title for any reason whatsoever, the successful bidder's exclusive and sole remedy shall be the return of actual monies paid to the Successor Trustee and the successful bidder shall have no further recourse.

The default for which this sale is to be made is the failure to pay when due, monthly installment payments under the Deed of Trust Note dated April 8, 2011, in the amount of \$498.00 each, for the months of June through November, 2024, inclusive. All delinquent payments are now due, plus accumulated late charges, plus all escrow advances, plus any costs or expenses associated with this foreclosure. The accrued interest is at the rate of 5.125% per annum from May 1, 2024, and the Beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation. The principal balance owing as of this date on the obligation secured by said Deed of Trust is \$72,423.04, plus accrued interest at the rate of 5.125% per annum from May 1, 2024.

DATED This 28th day of January, 2025.

/s/
RYAN M. FAWCETT,
a Member of the Idaho State Bar,
SUCCESSOR TRUSTEE
IPL0216976
Feb 14, 21, 28, Mar 7 2025

NOTICE OF TRUSTEE'S SALE

On Thursday, the 12th day of June, 2025, at the hour of 10:00 o'clock a.m. of said day at Alliance Title & Escrow, 9465 W. Emerald St., Ste 120, Boise, in the County of Ada, State of Idaho, Ryan M. Fawcett, as Successor Trustee, will sell at public auction, to the highest bidder, for cash, in lawful money of the United States, all payable at the time of sale, the following described real property situated in the County of Ada, State of Idaho, and described as follows, to-wit: Lot 10 in Block 3 of Crest Wood Estates Subdivision No. 3, according to the official plat thereof, filed in Book 55 of Plats at Page(s) 5081 and 5082, official records of Ada County, Idaho.

The Successor Trustee has no knowledge of a more particular description of the above-referenced real property, but for purposes of compliance with Section 60-113, Idaho Code, the Successor Trustee has been informed that the street address of 1396 W. Crest Wood Dr., Meridian, Idaho, is sometimes associated with said real property.

Said sale will be made without covenant or warranty regarding title, possession or encumbrances to satisfy the obligation secured by and pursuant to the power of sale conferred in the Deed of Trust executed by TRAVIS TORONJO, an Unmarried Man, and RAY W. TORONJO and KIM CHA TORONJO, Husband and Wife, Grantor, to Ryan M. Fawcett, Successor Trustee, for the benefit and security of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, recorded October 13, 2023, as Instrument No. 2023-058507, Mortgage records of Ada County, Idaho; and assigned to IDAHO HOUSING AND FINANCE ASSOCIATION by Assignment of Deed of Trust recorded on November 26, 2024, as Instrument No. 2024-067770, Mortgage records of Ada County, Idaho. THE ABOVE GRANTOR IS NAMED TO COMPLY WITH SECTION 45-1506 (4)(a), IDAHO CODE. NO REPRESENTATION IS MADE THAT THEY ARE, OR ARE NOT, PRESENTLY RESPONSIBLE FOR THIS OBLIGATION.

Said sale is a public auction for which the bid price must be paid immediately upon close of bidding by certified funds in the form of cashier's checks, certified checks, or valid money orders only. If the Trustee is unable to convey title for any reason whatsoever, the successful bidder's exclusive and sole remedy shall be the return of actual monies paid to the Successor Trustee and the successful bidder shall have no further recourse.

The default for which this sale is to be made is the failure to pay when due, monthly installment payments under the Deed of Trust Note dated October 12, 2023, in the amount of \$2,826.88 each, for the months of May through December, 2024, inclusive. All delinquent payments are now due, plus accumulated late charges, plus all escrow advances, plus any costs or expenses associated with this foreclosure. The accrued interest is at the rate of 7.125% per annum from April 1, 2024, and the Beneficiary elects to sell or cause the trust property to be sold to satisfy said obligation. The principal balance owing as of this date on the obligation secured by said Deed of Trust is \$361,828.01, plus accrued interest at the rate of 7.125% per annum from April 1, 2024.

DATED This 11th day of February, 2025.

/s/
RYAN M. FAWCETT,
a Member of the Idaho State Bar,
SUCCESSOR TRUSTEE
IPL0218116
Feb 21, 28, Mar 7, 14 2025

Idaho Housing and Finance Association

**Busca comentarios del público sobre la propuesta
Plan Administrativo para el Programa HOME-ARP de Idaho**

El IHFA es el concesionario de HUD para el Programa HOME-ARP del Estado de Idaho. Este programa es un programa de asistencia para el desarrollo de viviendas asequibles y servicios de apoyo financiado con fondos federales.

IHFA solicita los comentarios del público sobre el Plan Administrativo HOME-ARP propuesto para el desarrollo de viviendas de apoyo permanente. El Plan propuesto está disponible en el sitio web de la IHFA <https://www.idahohousing.com/federal-programs/home-arp/> bajo Administrative Plan (Plan administrativo).

IHFA aceptará comentarios por escrito durante 30 días, del 25 de febrero de 2025 al 27 de marzo de 2025.

Envíe sus comentarios por escrito a HOMEARP@IHFA.ORG, IHFA-HOME Programs Dept., P.O. Box 9405, Boise, ID 83707-1899.

IHFA considerará las solicitudes de ajustes razonables de personas que requieran asistencia/interpretación lingüística o un ajuste razonable de impedimentos físicos, visuales o auditivos. Envíe las solicitudes a HOMEARP@IHFA.ORG o por correo: HOME Programs Administrative Assistant at IHFA, P.O. Box 9405, Boise, Idaho, 83707-1899. Una solicitud de ajustes razonables debe permitir al menos tres (3) días hábiles.

La versión en inglés y español de este aviso se puede encontrar en el sitio web de IHFA <https://www.idahohousing.com/federal-programs/legal-notices-plans-and-reports>
IPL0218633
Feb 21 2025

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN RE: Hollie K. Conde
Case No. CV01-25-01172
NOTICE OF HEARING ON NAME CHANGE (Adult or Emancipated Minor)

A Petition to change the name of Hollie Kathleen Conde, now residing in the City of Boise, State of Idaho, has been filed in the District Court in Ada County, Idaho. The name will change to Hollie Kathleen Elorriaga. The reason for the change in name is: Divorce.

A hearing on the petition is scheduled for 9:00 on 3/13/25at the Ada County Courthouse. Objections may be filed by any person who can show the court a good reason against the name change.

Date: January 23, 2025
Trent Tripple
CLERK OF THE DISTRICT COURT
By: April Charles
Deputy Clerk
IPL0214105
Jan 31, Feb 7, 14, 21 2025

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN RE: Brielle M. Kissell
Case No. CV01-25-01341
NOTICE OF HEARING ON NAME CHANGE (Adult or Emancipated Minor)

A Petition to change the name of Brielle M. Kissell, now residing in the City of Meridian, State of Idaho, has been filed in the District Court in Ada County, Idaho. The name will change to Brielle Nicole-Kissell Larkin. The reason for the change in name is: middle name correction and marriage.

A hearing on the petition is scheduled for 9:00 A.M. on 3/13/2025at the Ada County Courthouse. Objections may be filed by any person who can show the court a good reason against the name change.

Date: January 27, 2025
Trent Tripple
CLERK OF THE DISTRICT COURT
By: Christopher Duggan
Deputy Clerk
IPL0214549
Jan 31, Feb 7, 14, 21 2025

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN RE: Sandra Dawn Scantling Garro
Case No. CV 012501352
NOTICE OF HEARING ON NAME CHANGE (Adult or Emancipated Minor)

A Petition to change the name of Sandra Dawn Scantling Garro, now residing in the City of Boise, State of Idaho, has been filed in the District Court in Ada County, Idaho. The name will change to Sandra Dawn Scantling-Flores. The reason for the change in name is: marriage.

A hearing on the petition is scheduled for 1000 on 03/13/25at the Ada County Courthouse. Objections may be filed by any person who can show the court a good reason against the name change.

Date: January 28, 2025
Trent Tripple
CLERK OF THE DISTRICT COURT
By: Christopher Duggan
Deputy Clerk
IPL0214759
Jan 30, Feb 7, 14, 21 2025

**Request for Proposals
College of Western Idaho**

The College of Western Idaho (CWI) is requesting proposals to fulfill its need for Financial Advisory Services. An electronic copy of RFP 06-2024 is available on the CWI web page located at www.cwi.edu/info/procurement-division-contracts/purchasing. Proposals are due by 5:00 PM MT on March 14, 2025.
IPL0217491
Feb 21, 28 2025

**APARTMENT
HUNTING?**

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Attachment 2

FY2025 State Street District Amended Budget with Line-Item Detail by
Revenue and Expense Category

FY2025 State Street District Amended Budget	FY 2025 Original	FY 2025 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



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AGENDA BILL

Agenda Subject: Resolution 1918: River Myrtle-Old Boise District Termination Resolution		Date: March 10, 2025
Staff Contact: Joey Chen, Finance & Administration Director	Attachments: <ol style="list-style-type: none"> 1. Resolution 1918 – Termination Resolution <ul style="list-style-type: none"> - Exhibit A: Termination Plan - Exhibit B: Real Property to be Retained by the Agency 2. Letter of Intent to Terminate River Myrtle-Old Boise Revenue Allocation Area 	
Action Requested: Approve Resolution 1918 River Myrtle-Old Boise District Termination Resolution		

Background:

The River Myrtle-Old Boise (RMOB) District, the Agency’s second Revenue Allocation Area (RAA), will sunset this year after a 30-year term. This is the Agency’s second RAA termination. The Central District sunset in 2018 as the first RAA termination in Agency history. This Resolution 1918 is the RMOB Termination Resolution, a statutory requirement pursuant to Idaho Code Section 50-2903(5). The Resolution includes Termination Plan as Exhibit A and Real Property to be Retained by the Agency as Exhibit B.

The final RMOB District termination step is City Council adoption of an ordinance terminating the RMOB District. That action must take place by December 31, 2025.

The Agency began preparations for this milestone in 2019 when Agency staff envisioned and developed the 5-year Capital Improvement Plan (CIP) for FY2020 to FY2025, the RMOB District’s final five years. In January 2023, Agency started quarterly working group meetings with legal counsel, Elam & Burke, to discuss and resolve termination related issues. At the February 10, 2025 Board Meeting, the RMOB District Sunset Update was presented to the Board in a Work Session. On February 14, 2025, the Letter of Intent to Terminate RMOB District was distributed to the Idaho State Tax Commission and the seven overlapping taxing districts (Ada County, Ada County Highway District, Ada County Emergency Medical Services District/Ada County Ambulance, Ada County Mosquito Abatement District, Boise City, Boise Independent School District #1, and College of Western Idaho). The Letter of Intent was not a

statutory requirement. It served as advance notice of the upcoming termination. A copy of the Letter is included as attachment 2.

With the RMOB District's sunset, the Agency will have five active RAA's:

1. Westside District – sunsets in 2026 after a 24-year term
2. 30th Street District – sunsets in 2033 after a 20-year term
3. Shoreline District – sunsets in 2039 after a 20-year term
4. Gateway East District – sunsets in 2039 after a 20-year term
5. State Street District – sunsets in 2042 after a 20-year term

Termination Resolution terminates the RMOB District Plan on or before December 31, 2025.

- The Agency expects to have sufficient funds to complete all projects in FY2025 and is working diligently to complete projects by September 30, 2025. Agency expects to receive the June 2025 property tax payments in July 2025 from Ada County. That payment will be the final distribution of RMOB District Revenue Allocation Proceeds the Agency will receive.
- The Agency will also direct Ada County to distribute any Revenue Allocation Proceeds available for distribution after September 30, 2025, such as delinquent Revenue Allocation Proceeds, to the seven taxing districts pro rata.
- To the extent there are anticipated delays or actual delays due to completion of projects, the Agency intends to carryover existing RMOB District funds into FY2026 for payment of all final construction costs.

Exhibit A, Termination Plan, describes in detailed narratives how various aspects will be addressed.

- Intent Regarding Delinquencies
- Fiscal Year 2025 Termination Summary
- Real Property Interest Dispositions
- CCDC Contracts, Licenses and Maintenance Agreements
- Agency Contracts (Committed Contracts)
- Civic Plaza-Parcel 4 and 5 and Units 102/401
- Parking Garages
- Fiscal Year 2026 – Post-Termination Final Administrative Costs

Exhibit B, Real Property to be Retained by the Agency, shows the locations of the RMOB District Parking Garages which will be retained by the Agency.

Fiscal Notes:

At this point, the Agency is projecting a *de minimis* surplus, if any, to be distributed back to the taxing districts following the end of FY2025, September 30, 2025. Any surplus funds will be remitted to the Ada County Treasurer to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Staff Recommendation:

Staff recommend Agency Board approve Resolution 1918 River Myrtle-Old Boise District Termination Resolution.

Suggested Motion:

I move adoption of Resolution 1918 terminating the River Myrtle-Old Boise District and providing notice to the seven taxing districts including Ada County, and the Idaho State Tax Commission.

Attachment 1

Resolution 1918

River Myrtle-Old Boise District Termination Resolution

RESOLUTION NO. 1918

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, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION, AN URBAN RENEWAL AGENCY ORGANIZED UNDER THE LAWS OF THE STATE OF IDAHO, MAKING CERTAIN FINDINGS THAT REVENUES ARE SUFFICIENT TO COVER ALL ESTIMATED AGENCY EXPENSES FOR FUTURE YEARS FOR THE URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA KNOWN AS THE RIVER MYRTLE – OLD BOISE DISTRICT PROJECT AREA; ESTIMATING THE REMAINING PROJECT OBLIGATIONS, COSTS AND TIMING OF FINAL PAYMENT; RECOMMENDING TO THE CITY COUNCIL THAT THE REVENUE ALLOCATION PROVISION FOR THE RIVER MYRTLE – OLD BOISE DISTRICT PROJECT AREA BE TERMINATED; RECOMMENDING FURTHER THAT THE CITY COUNCIL PASS AN ORDINANCE TERMINATING THE REVENUE ALLOCATION PROVISION FOR THE RIVER MYRTLE – OLD BOISE URBAN RENEWAL PLAN AND RETURNING THE REVENUE ALLOCATION AREA TO THE REGULAR TAX ROLL EFFECTIVE TAX YEAR 2025; PROVIDING FOR THE PAYMENT OF DELINQUENT PROPERTY TAXES FOLLOWING TERMINATION; PROVIDING FOR PAYMENT OF CERTAIN EXPENSES FOR FUTURE FISCAL YEARS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by 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, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), as a duly created and functioning urban renewal agency for Boise, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, the City Council (“City Council”) of the City of Boise City, Idaho (the “City”), after notice duly published, conducted a public hearing on the River Street – Myrtle Street Urban Renewal Plan (the “River Street Plan”); and,

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan, establishing the revenue allocation area and making certain findings; and,

WHEREAS, the City Council, 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 Council adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle – Old Boise Plan, establishing the amended revenue allocation area and making certain findings; and,

WHEREAS, the City Council, 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 (the “First Amendment to the River Myrtle-Old Boise Plan”); and,

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

WHEREAS, the River Street Plan, as amended in 2004 and 2018, collectively will be referred to as the “RMOB Plan” and the corresponding revenue allocation area, as amended, will be referred to as the “Project Area”; and,

WHEREAS, the RMOB Plan contained a revenue allocation financing provision pursuant to the Act; and,

WHEREAS, the termination date for the Project Area, as set forth in the RMOB Plan, is December 31, 2024, except for revenues to be received in 2025, as authorized pursuant to Idaho Code § 50-2905(7); and,

WHEREAS, a significant number of identified improvements and/or projects have been completed in the Project Area pursuant to the RMOB Plan; and,

WHEREAS, the Agency expects all obligations and all of the expenses from any current projects and/or improvements to be completed under the RMOB Plan, to be incurred and satisfied by the Agency’s current fiscal year ending September 30, 2025, with the exception of 1.) possible carryover costs from current projects; 2.) unexpected construction delays; and 3.) obligations that cannot be fully determined and will not become due until after September 30, 2025. An estimate of the remaining obligations, project costs, and other Agency operations and administrative fees and costs are described in the Termination Plan attached hereto as Exhibit A; and,

WHEREAS, the Agency will request the County Treasurer to not distribute to the Agency any Project Area revenue allocation funds from delinquency tax payments in fiscal year 2026, or subsequent years, generated from the 2024 assessed values, or earlier. To the extent any Project Area revenue allocation funds are received by the Agency in fiscal year 2026, or later, the Agency will return those funds to the County Treasurer for distribution to the taxing districts; and,

WHEREAS, the Agency will have sufficient funds on deposit for payment of all final obligations, project costs, and other Agency operations and administrative fees and costs; and,

WHEREAS, the Agency has reviewed the remaining obligations, project costs, and other Agency operations and administrative fees and costs, and based on projected revenues and expenses of the RMOB Plan and Project Area, has determined there are sufficient funds for payment of all final project costs, Agency obligations and Agency expenses and has further determined the revenue allocation area can be terminated on or before December 31, 2025; and,

WHEREAS, the Agency estimates a minimal surplus, if any, will be available for remittance to the County Treasurer for distribution to the taxing districts on or before September 30, 2025, and which will be included in the Agency's amended FY 2025 budget; and,

WHEREAS, pursuant to Exhibit A, and as shown on Exhibit B, the Agency intends to retain the Agency owned parking garages in the Project Area and will dispose of certain Agency interests in real property to the City.

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

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

Section 2: That the Termination Plan attached hereto as Exhibit A is hereby approved and adopted by the Agency Board.

Section 3: That the revenue allocation area contained in the RMOB Plan shall be terminated on or before December 31, 2025, consistent with the termination provisions set forth in the Act, allowing certain taxing entities to use the 2025 estimated assessed values above the adjusted base assessment roll for the Project Area for their budgetary purposes, and further, pursuant to Idaho law, as may be amended, those certain taxing entities may, for their budgetary purposes, take into account a portion of the increment value that exceeds the incremental value as of December 31, 2006, for the Project Area, which portion of the increment value shall be added to the 2025 new construction roll, pursuant to § 63-301A(3)(g), Idaho Code, as may be amended.

Section 4: That the Agency does not intend to take revenue allocation funds from the RMOB Project Area in tax year 2026, generated from the 2025 assessed values, and the allocation of revenues under section 50-2908, Idaho Code, shall cease effective January 1, 2026. To clarify, the RMOB Project Area will not receive an allocation of revenue allocation proceeds from the December 20, 2025, tax receipts.

Section 5: That all financial obligations related to the Project Area have been provided for and any outstanding obligations will be paid in full on or before September 30, 2025, with the exception of: any reimbursement agreements or notes that have expired, terminated, or cancelled on their own terms; any obligations that cannot be fully determined and will not become due until after September 30, 2025; project cost overruns from current projects; and/or project costs for unexpected construction delays. The Agency will have sufficient funds on deposit for payment of the final project costs, final obligations, Agency operations and administrative fees and costs.

Section 6: That any delinquent property taxes due to the Agency that were levied for tax year 2024, or earlier, shall not be paid to the Agency after September 30, 2025, but shall be distributed by the County Treasurer to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the Project Area.

Section 7: That any non-obligated surplus deemed by the Agency to exist will be remitted to the County Treasurer for distribution to the taxing districts following the end of the Agency's 2025 fiscal year on September 30, 2025, in the same manner and proportion as the

most recent distribution to the taxing districts of the taxes on the taxable property located within the Project Area. See I.C. 50-2909(4).

Section 8: That the Agency does hereby request that the City Council, pursuant to 50-2903(5), Idaho Code, adopt an Ordinance providing for the termination of the Project Area revenue allocation area in the RMOB Plan, to be effective on or before December 31, 2025, and declaring that the tax year 2025 revenues¹ from the increment value as levied upon within the revenue allocation area are not needed for the payment of any Agency indebtedness or Agency projects to be completed before September 30, 2025, and should flow to the respective taxing districts pursuant to Idaho law.

Section 9: That certain real property, or real property interests, owned by the Agency in the terminated Project Area that will not be retained by the Agency as permitted by Idaho Code § 50-2905(8), as set forth in Exhibit A, shall be transferred to the City on or before September 30, 2025, but in no event later than December 31, 2025. The Agency hereby authorizes the Agency Chair, Vice-Chair and/or Executive Director to execute any and all documents required to effectuate any transfer.

Section 10: That a copy of this Resolution be sent to the Ada County Assessor's Office, the County Auditor/Recorder and the Idaho State Tax Commission to provide notice of termination of the revenue allocation area in the RMOB Plan.

Section 11: 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 the City of Boise City, Idaho, on March 10, 2025. Signed by the Chair of the Agency Board of Commissioners and attested by the Secretary to the Agency Board of Commissioners on March 10, 2025.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Joey Chen, Secretary Pro Tem

¹ The Agency will receive the second half of the 2024 tax payments in July or August 2025, following the June 20, 2025, payment deadline, but will not receive any allocation of revenue from the Project Area after September 30, 2025, and will not receive the first half of the 2025 tax payments following the December 20, 2025, payment deadline.

EXHIBIT A

TERMINATION PLAN

EXHIBIT A

THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ALSO KNOWN AS CAPITAL CITY DEVELOPMENT CORPORATION

TERMINATION PLAN FOR THE REVENUE ALLOCATION AREA SET FORTH IN THE RIVER STREET-MYRTLE STREET URBAN RENEWAL PLAN, AS AMENDED

THE “RMOB PLAN”

The Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation (“CCDC”) intends to terminate the revenue allocation area adopted at the time of the original adoption of the River Street-Myrtle Street Urban Renewal Plan, by the City Council of Boise City, Idaho on December 6, 1994, by Ordinance No. 5596 (the “Plan”), as subsequently amended by 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, by Boise City Council on November 30, 2004, by Ordinance No. 6362, and as further amended by 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, by Boise City Council on July 24, 2018, by Ordinance No. 24-18. Collectively, the Plan, as amended is referred to as the “RMOB Plan,” and the corresponding revenue allocation area, as amended is referred to as the “River Myrtle-Old Boise District” or the “Project Area”. A map of the Project Area is included.

The termination date for this revenue allocation area as set forth in the RMOB Plan is December 31, 2024; except for revenues to be received in 2025, as authorized pursuant to Idaho Code § 50-2905(7). CCDC has reviewed the projected revenues and expenses of the RMOB Plan and Project Area and has determined the revenue allocation area can be terminated by December 31, 2025, effective retroactive to January 1, 2025, as it relates to assessed values within the Project Area. As a result, CCDC will not receive revenue allocation funds in calendar year 2026, generated from the 2025 assessed values, and the allocation of revenues under Idaho Code § 50-2908 shall cease effective January 1, 2026¹. To clarify, the Agency will not receive an allocation of revenues from the Project Area from the December 20, 2025, payment deadline.

Intent Regarding Delinquencies:

CCDC will request the County Treasurer to not distribute to CCDC any Project Area revenue allocation funds from delinquency tax payments after September 30, 2025, or subsequent years, generated from the 2024 assessed values or earlier. If the Agency receives any delinquency tax payments related to the Project Area after September 30, 2025, then the Agency will return those funds to the County Treasurer for distribution to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Fiscal Year 2025 Termination Summary:

CCDC expects all the Project Area expenses from any remaining projects and contractual obligations, including reimbursement agreements and capital improvement project costs, to be incurred and satisfied by the Agency’s current fiscal year ending September 30, 2025, with the

¹ The Agency will receive the second half of the 2024 tax payments following the June 20, 2025, payment deadline, but will not receive any allocation of revenue from the Project Area after September 30, 2025.

exception of any carryover costs to Fiscal Year 2026 from unexpected construction delays. Additionally, there are administrative fees and costs due to termination that will be incurred during CCDC’s next fiscal year (FY 2026). CCDC will have sufficient funds on deposit for payment of all final project costs, including any carryover costs, and Agency operations and administrative fees.

At this point, CCDC is projecting a *de minimis* surplus, if any, to be distributed back to the taxing districts following the end of CCDC’s 2025 fiscal year, September 30, 2025. Any surplus funds will be remitted to the County Treasurer to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area.

Real Property Interest Dispositions:

The Agency intends to convey 521 W. Grove Street, Parcel No. R1013001951, by Quit Claim Deed to the City upon completion of the 521 West Grove Street Public Space Project (Kaixo Corner Park).

CCDC is the grantee of several sidewalk/landscaping easements and other real property interests. All easements and/or other real property interests will be assigned to the appropriate public entity assignee.

CCDC Contracts, Licenses and Maintenance Agreements:

Memorandum of Understanding for the Maintenance and Service of the Boise Greater Downtown Area, by and between CCDC, the City of Boise, the Downtown Boise Association, and Valley Regional Transit will terminate on September 30, 2025. Any Veolia accounts associated with streetscapes will be transferred to the City.

All other contracts, licenses, and agreements will expire or be terminated and/or assigned to the appropriate assignee.

Agency Contracts (Committed Contracts):

The category of committed contracts includes (1) contracts awarded and in progress for specific capital improvements work to be completed within the boundaries of the Project Area; and (2) Participation Agreements. The status of each is outlined below:

Capital Project Name	Status	Estimated Completion
521 W. Grove Street Public Space; Kaixo Corner	Under construction; currently on schedule for completion	Substantial Completion: July 25, 2025 Contracts Closed Out by September 30, 2025
Boise City Canal Multi-Use Pathway – 3 rd Street to Broadway Avenue	Under construction; currently delayed by 62 days due to unforeseen circumstances related to the canal construction and additional delays due to Ada County Courthouse security protocols outside of CCDC and Contractor’s control	Substantial Completion: originally August 29, 2025; now October 30, 2025 Contracts Closed Out by December 31, 2025

Linen Blocks on Grove Street – 9 th Street to 16 th Street	Under construction; currently 85% of work is completed	Substantial Completion: June 15, 2025 Contracts Closed Out by September 30, 2025
Capital Boulevard Streetscape Improvements – Boise River to Myrtle Street	Under Construction; currently on schedule for completion	Substantial Completion: August 22, 2205 Contracts Closed Out by September 30, 2025
3rd Street Streetscape Improvements – Bannock Street to Grove Street	Under Construction; currently on schedule for completion Project at-risk of construction delays due to data provider slow response to work requests.	Substantial Completion: August 30, 2205 Contracts Closed Out by September 30, 2025

Concerning the Capital Projects, to the extent there are anticipated delays or actual delays due to completion of the projects, CCDC intends to carryover existing Project Area revenue allocation proceeds into FY2026 for payment of all final construction costs.

Participation Agreements	Status	Final Reimbursement Payments
Neon Sign Gallery and Art Ports – Type 4 Agreement with Arts & History	Neon signs have been installed. Art Ports will be installed upon completion of the Linen Blocks construction	Project Completion: June 2025 Reimbursement Completion: September 30, 2025
521 W Grove St Public Art – Type 4 Agreement with Arts & History	Artwork in fabrication; installation scheduled to occur in July 2025 in tandem with construction of Kaixo Corner	Project Completion: July 2025 Reimbursement Completion: September 30, 2025
Grove St Interpretive Signage – Type 4 Agreement with Arts & History	Sign layout under final review	Project Completion: May 31, 2025 Reimbursement Completion: September 30, 2025
Public Art Deferred Maintenance		Project Completion: April 2025 Reimbursement Completion: September 30, 2025

Home2Suites– Type 3 Agreement	Completed	Final Reimbursement Payment: Prior to September 30, 2025
Jules on 3rd – Type 2 Agreement	Completed	Final Reimbursement Payment: Prior to September 30, 2025
Vanguard – Type 2 Agreement	Completed	Final Reimbursement Payment: Prior to September 30, 2025
Hearth on Broad – Type 2 Agreement	Completed	Final Reimbursement Payment: Prior to September 30, 2025
The Lucy Apartments	Completed	Final Reimbursement Payment: Prior to September 30, 2025
CW Moore Park Improvements - Type 4 Agreement	Under Construction; currently on schedule	Project Completion: April 2025 Reimbursement Completion: September 30, 2025
Broadstone Saratoga – Type 4 Agreement	Under Construction; currently on schedule	Project Completion: June 2025 Reimbursement Completion: September 30, 2025
8th St and Greenbelt Improvements – Type 4 Agreement with City of Boise	Under Construction; currently on schedule	Project Completion: August 2025 Reimbursement Completion: September 30, 2025

Civic Plaza-Parcels 4 and 5 and Units 102/401

CCDC no longer has any financial obligation from revenue allocation funds for the Courthouse Corridor Project; the following details are provided for clarity and have no impact on the Project Area termination.

Ada County and the Civic Plaza owners are currently processing a condominium plat for the one set of apartments and parking garage. This activity is unrelated to and does not impact the Project Area termination.

CCDC continues to serve as a pass-through entity for ground lease payments made by the Civic Plaza owners to CCDC, which in turn pays Ada County ground rent for the apartment parcels.

CCDC also receives payment from the University of Idaho for parking rights related to the Avenue A East Parking Garage (underground garage). The amount of \$350,000 annually is paid

to the Series A Housing Bond trustee, the proceeds of those bonds having financed the construction of the apartment projects. CCDC will continue to pass through payments until July 31, 2033.

CCDC has delegated responsibility for the operation and management of the Avenue A East Parking Garage to Ada County.

Civic Plaza and Ada County are also exploring the potential of a Civic Plaza refinancing of its current debt on the project which would allow Civic Plaza to gain a fee ownership interest in the project in exchange for Ada County gaining an interest in the Avenue A East Parking Garage. Should that refinancing be successful, CCDC's interests in any of the projects could be extinguished. CCDC would be required to consent or agree to several transfers which could accommodate the refinancing. CCDC retains the ability to cooperate in the refinancing process.

Parking Garages:

CCDC owns or has an interest in three (3) public parking garages in the RMOB Project Area:

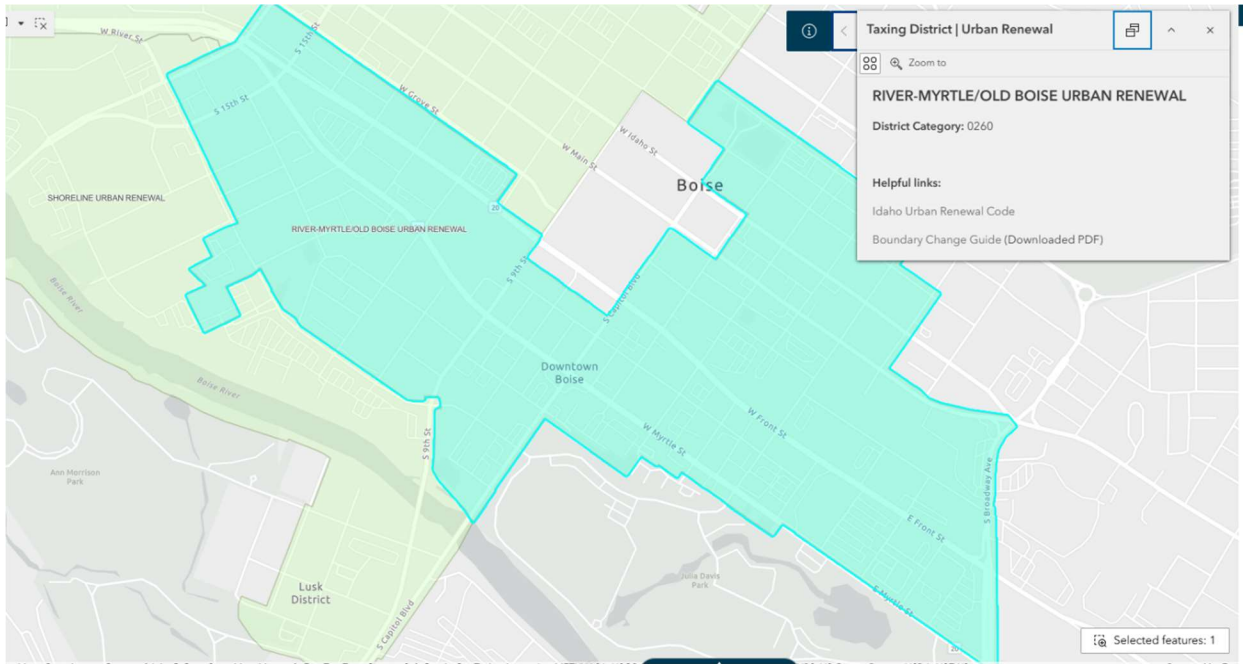
9th & Front (a portion of which lies in the former Central District Project Area)
Capital & Myrtle
11th & Front (CCDC owns 30%)
(Collectively, the RMOB District Parking Garages.)

The RMOB District Parking Garages together with three (3) other public parking garages owned by CCDC and located in downtown Boise constitute CCDC's parking system. CCDC will retain ownership of the RMOB District Parking Garages, under the authority provided for in Idaho Code § 50-2905(8). Parking revenue will be used to operate and manage the RMOB District Parking Garages.

Fiscal Year 2026 – Post-Termination Final Administrative Costs

CCDC anticipates there will be FY2026 post-termination final administrative costs, including an allocable share of the audit, legal reporting requirements, and legal and administrative costs incurred in closing out the Project Area. Any miscellaneous expenses incurred in FY2026 shall be paid by RMOB funds carried over to pay for the administrative costs or from other available Agency funds. Any surplus funds remaining in the Project Area's account as of September 30, 2026, will be remitted to the Ada County Treasurer as a final termination distribution of surplus funds and shall be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the revenue allocation area. This transmittal will occur on or before September 30, 2026, following payment of all final Agency expenses and financial obligations and upon a final accounting of the RMOB Plan and Project Area.

Map of the Project Area



4880-8830-5619, v. 1

EXHIBIT B

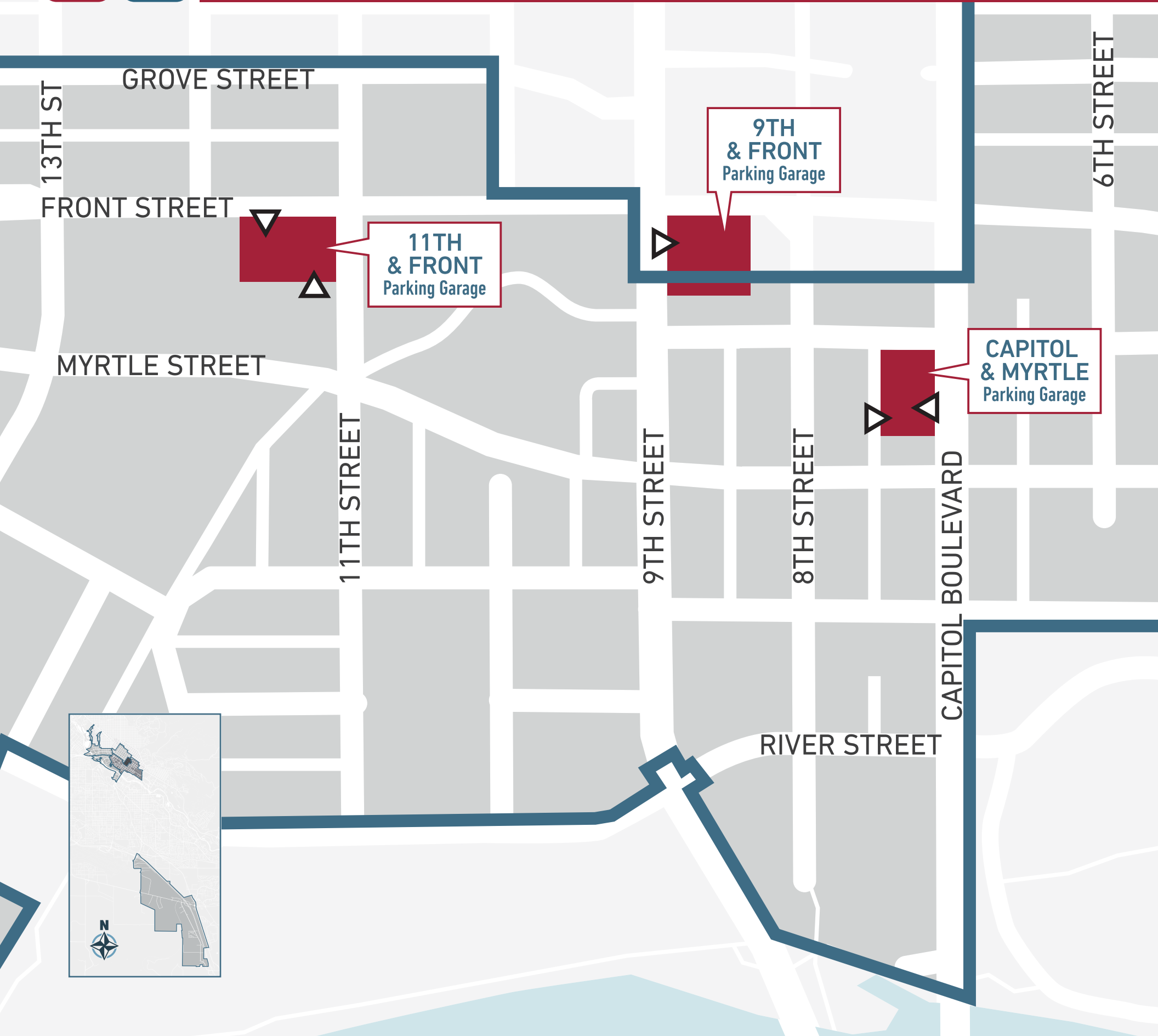
REAL PROPERTY TO BE RETAINED BY THE AGENCY

4821-8832-4583, v. 3



RIVER MYRTLE - OLD BOISE DISTRICT

DISTRICT TERM: FY 1996 - 2025 | ACREAGE: 303



Attachment 2

Letter of Intent to Terminate River Myrtle-Old Boise Revenue Allocation
Area



February 14, 2025

TO: Distribution List (Attached)

FM: Latonia Haney Keith, Chair
John Brunelle, Executive Director

RE: Intent to Terminate the River Myrtle-Old Boise Revenue Allocation Area

This letter serves as advance notice to you of the intent of the Urban Renewal Agency of Boise City, Idaho, also known as Capital City Development Corporation (“CCDC”), to terminate the River Myrtle-Old Boise Urban Renewal Project (the “RMOB Plan”), establishing the RMOB revenue allocation area (“RAA”).

The RAA was adopted in 1994 as the Urban Renewal Plan River Street-Myrtle Street Urban Renewal Project and subsequently amended and restated in 2004 to annex the Old Boise Eastside Study Area and Several Minor Parcels. For the past 30 years CCDC has reinvested revenue from the RAA exclusively in property acquisition, public open space, public improvements, and other public facilities within the boundaries of the RAA. As described in greater detail below, the RAA will receive its final payment of revenue allocation proceeds from the June 20, 2025, tax payments; the RAA will not receive revenue allocation funds in calendar year 2026 generated from 2025 assessed values.

The termination date for the RAA is December 31, 2024, recognizing CCDC shall receive its allocation of revenues from the 2024 assessments in calendar year 2025¹, as permitted by Idaho Code § 50-2905(7). CCDC has reviewed the projected revenues and expenses of the RAA and has determined the RAA can be terminated by December 31, 2025, with an effective date retroactive to January 1, 2025, as it relates to assessed values within the RAA. As a result, CCDC will not receive revenue allocation funds in calendar year 2026, generated from the 2025 assessed values, and the allocation of revenues under section 50-2908, Idaho Code, shall cease effective January 1, 2026. CCDC does not intend to receive revenue allocation funds from any delinquency tax payments after September 30, 2025.

¹ CCDC has received its allocation of the first half of the 2024 tax payments, and is anticipating receipt of the second half of the 2024 tax payments in July or August 2025, following the June 20, 2025, payment deadline.

The CCDC Board of Commissioners (“CCDC Board”) is slated to consider the statutorily-required Resolution of Intent to Terminate the RAA at its March 10, 2025, public meeting², including a formal recommendation to the Boise City Council to adopt an ordinance terminating the RAA by December 31, 2025. Thereafter, the Boise City Council is expected to hold a public meeting and adopt a termination ordinance to formally terminate the RMOB Plan and RAA. From March 10 to December 31, 2025, CCDC will use its RAA funds and the final payment of revenue allocation proceeds from the June 20, 2025, tax payments, to wind up the RAA including completion of several CCDC-lead capital improvement projects, reimbursements under existing participation agreements, and administrative and operating costs as further set forth in the CCDC Fiscal Year 2025 RAA budget.

In accordance with Idaho Code §§ 63-802 and 63-301A, the increment value of the terminating RAA shall be included in the net taxable value of the taxing district when calculating the subsequent property tax levies pursuant to Idaho Code § 63-803. The increment value also shall be included in subsequent notification of taxable value for each taxing district pursuant to Idaho Code § 63-1312 and subsequent certification of actual and adjusted market values for each school district pursuant to Idaho Code § 63-315. Please contact the Ada County Assessor’s Office and/or the State Tax Commission for increment value information including the portion of the increment value to be included on the new construction roll for new construction located within the RAA since December 31, 2006. And please plan to follow up with the Ada County Assessor’s Office and/or the State Tax Commission to determine any specific impacts of RAA termination on the budget/levy setting processes.

As noted above, CCDC expects to use existing funds and the final payment of revenue allocation proceeds by December 31, 2025. Existing obligations will either be paid in full by September 30, 2025, or existing revenues will be reserved to pay such obligations when due. CCDC will have sufficient funds to pay all final project costs, obligations, and administrative fees. At this time, no surplus is anticipated to be distributed prior to the end of CCDC’s 2025 fiscal year on September 30, 2025. Any non-obligated funds will be remitted to the Ada County Treasurer to be distributed to the taxing districts in the same manner and proportion as the most recent distribution to the taxing districts of the taxes on the taxable property located within the RAA.

² As a courtesy to the overlapping taxing districts, and to ensure values are allocated timely to the correct roll for purposes of FY2026 budget and levy setting, CCDC is proceeding with consideration of the Resolution of Intent to Terminate well prior to the September 1 statutory deadline. CCDC has obligated all existing funds and the final payment of revenue allocation proceeds due to the RAA for expenses as set forth in the FY2025 budget, as may be amended, and is not anticipating a surplus balance on September 30, 2025.

February 14, 2025

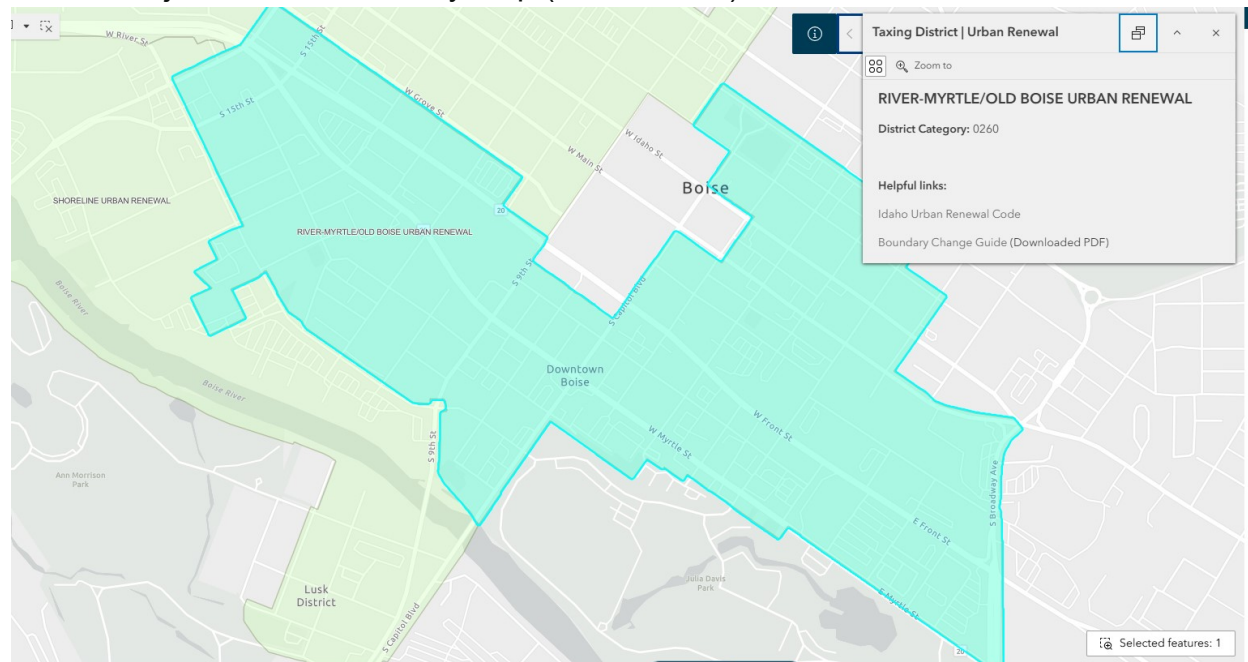
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CCDC anticipates distributing the Resolution of Intent to Terminate the RAA following the March 10, 2025, CCDC Board meeting. Boise City Council approval of its termination ordinance is also expected before the statutory deadline of December 31, 2025.

For additional information please contact Joey Chen, Finance & Administration Director, anytime (jchen@ccdcb Boise.com or 208.319.1227).

cc: CCDC Board of Commissioners
Meghan S. Conrad, Elam & Burke

RMOB Project Area – Boundary Map (Area in Blue)



Distribution List:

Ada County

Attn: Board of County Commissioners
Attn: Rebecca Arnold, Assessor
Attn: Trent Tripple, Clerk
Attn: Elizabeth Mahn, Treasurer
200 W Front Street
Boise, Idaho 83702
Email: BOCC1@adacounty.id.gov
Email: assessormail@adacounty.id.gov
Email: adacountyclerk@adacounty.id.gov
Email: taxinfo@adacounty.id.gov

Boise City

Attn: Office of the Mayor
Attn: Jamie Heinzerling, City Clerk
150 N Capitol Boulevard
Boise, Idaho 83702
Email: jmclean@cityofboise.org
Email: jheinzerling@cityofboise.org

Ada County Highway District

Attn: Board of Commissioners
Attn: Ryan Head, Director
3775 Adams Street
Boise, Idaho 83714
Email: rhead@achdidaho.org
Email: sspencer@achdidaho.org

**Boise Independent School District
#1**

Attn: Board of Trustees
Attn: Superintendent
8169 W Victory Road
Boise, Idaho 83709
Email: lisa.roberts@boiseschools.org
Email: trustees@boiseschools.org
Email:
Sharon.snider@boiseschools.org
Email:
Sheila.Kessel@boiseschools.org
Email:
Nick.smith@boiseschools.org

**Ada County Emergency Medical Services
District/Ada County Ambulance**

Attn: Shawn Rayne, Chief
370 N Benjamin Lane
Boise, Idaho 83704
Email: srayne@adacounty.id.gov
Email: swinn@adacounty.id.gov

College of Western Idaho

Attn: Board of Trustees
Attn: Gordon Jones, President
P.O. Box 3010
Nampa, ID 83653
Email: gojones@cw.edu
Email: trustees@cw.edu
Email: jimreames@cw.edu

Ada County Mosquito Abatement District

Attn: Mr. Adam Schroeder, Director
975 E. Pine Avenue
Meridian, Idaho 83642
Email: weedandpest@adacounty.id.gov
Email: aschroeder@adacounty.id.gov

Idaho State Tax Commission

Attn: Alan Dornfest
Attn: Ben Seloske
Attn: STC GIS
P.O. Box 36
Boise, ID 83722
Email: alan.dornfest@tax.idaho.gov
Email: ben.seloske@tax.idaho.gov
Email: gis@tax.idaho.gov



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AGENDA BILL

Agenda Subject: Consider Resolution 1919: 1010 W. Jefferson Street Commercial Space and Public Parking Facility. Construction Manager/General Contractor (CM/GC) RFQ Ranking	Date: March 10, 2025
Staff Contacts: Alexandra Monjar Senior Project Manager Amy Fimbel Senior Project Manager	Attachments: A. Resolution 1919 B. Request for Qualifications – issued December 31, 2024 C. Final Evaluation Tally
Action Requested: Adopt Resolution 1919 approving the CM/GC RFQ ranking for the 1010 W. Jefferson Street Commercial Space and Public Parking Facility and authorize the Executive Director to negotiate and execute a CM/GC Agreement.	

Background:

CCDC is developing a mixed-use, multi-story public parking facility at 1010 W. Jefferson Street, featuring active ground-floor commercial space and a secure public bicycle storage facility. A primary objective of the project is to provide public parking infrastructure that supports the neighborhood and catalyzes further high-quality urban development on adjacent underutilized properties. The 1010 W. Jefferson Street Commercial Space and Public Parking Facility will provide convenient parking for the area, support multi-modal access to downtown Boise, and foster economic development. It aligns with the Westside Plan by reducing the need for private surface or on-site parking, encouraging redevelopment of underutilized properties.

In January 2025, CCDC completed its RFQ process to select a professional design team from its on-call roster. An evaluation panel reviewed proposals and selected KPFF, Inc. as the Design Professional of Record for the project. The Board approved Task Order 2 with KPFF, Inc. in February 2025 to engage the design team in developing design concepts. The final step in forming the project team is selecting a contractor, and the Agency is using the Construction Manager/General Contractor (CM/GC) delivery method for this process.

The CM/GC Delivery Method:

The CM/GC delivery method allows the Agency to bring a Construction Manager on early in the design phase to provide pre-construction services in collaboration with the design team and the Agency, including real-time cost estimating, constructability feedback, advance logistics planning, and procurement of long-lead items. This ensures a predictable and well-planned construction project that can be completed on time and within budget. As the design progresses, the Board will oversee an amendment to the contract to establish the Guaranteed Maximum Price (GMP)

for construction. The GMP is a key benefit of all CM/GC contracts; the contractor guarantees the construction price, making them “at risk” if costs exceed the agreed price. At that point, the CM (Construction Manager) becomes the GC (General Contractor) and proceeds with construction.

Hiring the CM/GC:

The CM/GC is selected through a qualifications-based selection process in accordance with Idaho Code. For public works construction, CM/GCs must hold both a Construction Manager license and a Public Works Contractor license. The Agency issued a Request for Qualifications (RFQ) on December 31, 2024, inviting licensed CM/GC companies to submit Statements of Qualifications (SOQ). Public notices were published in the Idaho Press newspaper on December 31, 2024, and January 6, 2025, and notice was also sent to sixteen general contractors holding the required Construction Manager license. Representatives from twelve different construction companies attended a pre-proposal meeting on January 15, 2025.

Six companies submitted qualifications by the February 7, 2025 submission deadline: Alpine Construction Management, LLC, Engineered Structures, Inc., McAlvain Construction, Inc., Okland Construction Company, Inc., Petra, Inc., and Swinerton Builders, A California Corporation. Each of these companies deserves commendation for the quality of their proposals and the expertise and competency demonstrated in their SOQs.

A six-person evaluation panel consisting of Agency and KPFF team members reviewed the six SOQs according to pre-determined evaluation criteria specified in the RFQ. Following initial review of the written proposals, the Agency conducted in-person interviews on February 28, 2025, with the two highest-ranked companies: McAlvain Construction, Inc. and Okland Construction Company, Inc. The interviews allowed the evaluation panel to ask additional clarifying questions about each respondent’s SOQ.

After the interviews, the panel members’ collective scoring indicated that **Okland Construction Company, Inc. (Okland)** is the best qualified and highest ranked proposer for this project and brings the following competitive advantages:

- Okland is an established company with extensive experience constructing mixed-use parking garages in tight urban settings. They have also incorporated solar arrays and EV charging stations on recent projects.
- Okland brings an effective pre-construction services approach focused on Target Value Design principles, which provides real-time pricing feedback as the design progresses, eliminating design rework.
- Okland’s sophisticated project management and tracking systems – including procurement logs, shared project budgets, mid-project milestones, and a Project Dashboard – provide excellent accountability and transparency for the Agency.
- Okland has demonstrated impressive project experience including CCDC’s 11th & Front Garage, Addison Apartments and Parking Garage, and the recently completed Hotel Renegade.
- Okland offers extensive technical resources, including in-house structural, MEP and building envelope specialists, who provide additional value and support during pre-construction and throughout construction.
- Okland has the capability to self-perform the structural concrete scope and has vast experience with various forming systems, ensuring the selection of the best system to fit the project’s needs.
- Okland’s preliminary schedule in their proposal indicated a 14-month construction duration, compared to the 16 months assumed in the RFQ, and outlined potential early

bid packages that would provide the Agency with schedule and budget certainty in today's shifting construction market.

In short, Okland offers a highly qualified team supported by a sophisticated company with a proven track record of successfully delivering complex projects in high-density areas.

Please see Attachment C for the panel's scoring of the companies. In accordance with Idaho Code § 67-2320(2), securing the services of the CM/GC firm will involve negotiating with the highest ranked firm for a contract to perform the services at a reasonable and fair price. If the Agency is unable to negotiate a satisfactory contract, the Agency may undertake negotiations with the next highest ranked firm for a contract at a reasonable and fair price. State statute establishes this process so that the public receives a fair price for professional services.

Fiscal Notes:

The CM/GC agreement shall define the terms of the contractual relationship between the Agency and the chosen firm, including the hourly rates charged for the CM/GC services. The FY2025 approved budget and forecasted FY2026 budget sufficiently fund pre-construction services for this project.

Staff Recommendation:

Adopt Resolution 1919 approving the CM/GC RFQ ranking for the 1010 W. Jefferson Street Commercial Space and Public Parking Facility and authorizing the Executive Director to negotiate and execute a CM/GC Agreement in accordance with that ranking and the requirements set forth in state statute.

Suggested Motion:

I move to adopt Resolution 1919 approving the CM/GC RFQ ranking for the 1010 W. Jefferson Street Commercial Space and Public Parking Facility and authorize the Executive Director to negotiate and execute a CM/GC Agreement.

ATTACHMENT A
RESOLUTION 1919

RESOLUTION NO. 1919

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE RANKING FOR THE AGENCY'S REQUEST FOR QUALIFICATIONS FOR A CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC) FOR THE 1010 W. JEFFERSON STREET COMMERCIAL SPACE AND PUBLIC PARKING FACILITY IN ACCORDANCE WITH IDAHO CODE SECTION 67-2320; AUTHORIZING THE AGENCY EXECUTIVE DIRECTOR TO NEGOTIATE THE CM/GC AGREEMENT BASED ON THE RANKING AND TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 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, due to the complexities of developing a mixed-use, multi-story, public parking and mobility facility, the Agency is selecting a contractor through the Construction Manager/General Contractor ("CM/GC") delivery method; and,

WHEREAS, the Agency issued a Request for Qualifications ("RFQ") inviting properly licensed CM/GC firms interested in managing the construction of the 1010 W. Jefferson Street Commercial Space and Public Parking Facility (the "Project") to submit Statements of Qualifications ("SOQ"), in accordance with the criteria and procedures set forth in the RFQ; and,

WHEREAS, the Agency published the requisite public notice of the RFQ in the *Idaho Press* newspaper on December 31, 2024 and January 7, 2025; and,

WHEREAS, the SOQ submissions were due to the Agency on February 7, 2025, by 3:00 p.m., and the Agency did receive six (6) SOQs from the following firms: Alpine Construction Management, LLC, Engineered Structures, Inc., McAlvain Construction, Inc., Okland Construction Company, Inc. ("Okland"), Petra, Inc., and Swinerton Builders, A California Corporation; and,

WHEREAS, the SOQs were evaluated for compliance with the technical requirements prescribed in the RFQ, and were scored and ranked based on qualifications and demonstrated competence by a six-person panel; and,

WHEREAS, on February 28, 2025, the evaluation panel conducted interviews of the two top-ranked firms; and,

WHEREAS, following the evaluation of the SOQs and the interviews, the panel ranked the firms as follows:

1. Okland Construction Company, Inc.
2. McAlvain Construction, Inc.
3. Engineered Structures, Inc.
4. Swinerton Builders, A California Corporation
5. Petra, Inc.
6. Alpine Construction Management, LLC

WHEREAS, the Agency's collective scoring indicated that Okland Construction Company, Inc. is the best qualified and highest ranked proposer for this Project and brings the following competitive advantages:

- Okland is an established company with extensive experience constructing mixed-use parking garages in tight urban settings. They have also incorporated solar arrays and EV charging stations on recent projects.
- Okland brings an effective pre-construction services approach focused on Target Value Design principles, which provides real-time pricing feedback as the design progresses, eliminating design rework.

- Okland's sophisticated project management and tracking systems – including procurement logs, shared project budgets, mid-project milestones, and a Project Dashboard – provide excellent accountability and transparency for the Agency.
- Okland has demonstrated impressive project experience including CCDC's 11th & Front Garage, Addison Apartments and Parking Garage, and the recently completed Hotel Renegade.
- Okland offers extensive technical resources, including in-house structural, MEP and building envelope specialists, who provide additional value and support during pre-construction and throughout construction.
- Okland has the capability to self-perform the structural concrete scope and has vast experience with various forming systems, ensuring the selection of the best system to fit the project's needs.
- Okland's preliminary schedule in their proposal indicated a 14-month construction duration, compared to the 16 months assumed in the RFQ, and outlined potential early bid packages that would provide the Agency with schedule and budget certainty in today's shifting construction market.
- In short, Okland offers a highly qualified team supported by a sophisticated company with a proven track record of successfully delivering complex projects in high-density areas; and,

WHEREAS, for these reasons, Agency is recommending that the Agency Board approve the SOQ ranking for the Project in accordance with Idaho Code § 67-2320(2); and,

WHEREAS, the Agency Board of Commissioners finds it in the best public interest to approve the evaluation panel ranking for the 1010 W. Jefferson Street Commercial Space and Public Parking Facility Project and to authorize the Agency Executive Director to negotiate and execute a Construction Manager / General Contractor Agreement in accordance with that ranking and the requirements set forth in Idaho Code § 67-2320.

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

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

Section 2: That the Agency Board affirms the following evaluation panel ranking for the 1010 W. Jefferson Street Commercial Space and Public Parking Facility Project:

1. Okland Construction Company, Inc.
2. McAlvain Construction, Inc.
3. Engineered Structures, Inc.
4. Swinerton Builders, A California Corporation
5. Petra, Inc.
6. Alpine Construction Management, LLC

Section 3: That the Agency Board authorizes the Agency Executive Director to negotiate a Construction Manager / General Contractor Agreement with the top-ranked proposer, Okland Construction Company, Inc., for the 1010 W. Jefferson Street Commercial Space and Public Parking Facility, and in the event an agreement cannot be reached, that the Agency

Executive Director is authorized to negotiate the agreement with the next ranked proposer, and so forth, in accordance with Idaho Code § 67-2320.

Section 4: That the Agency Board authorizes the Agency Executive Director, upon successful negotiations, to finalize, sign, and enter into the Construction Manager / General Contractor Agreement consistent with the Board's stated instructions at the March 10, 2025, Agency Board Meeting and further authorizes the Agency Executive Director to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by Agency legal counsel that all necessary conditions have occurred; and further, the Agency Executive Director is authorized to perform any and all other duties required pursuant to the Construction Manager / General Contractor Agreement, including the expenditure of funds.

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

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

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
Latonia Haney Keith, Chair

ATTEST:

By: _____
Joey Chen, Secretary Pro Tem

ATTACHMENT B
REQUEST FOR QUALIFICATIONS



REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGER / GENERAL CONTRACTOR
(CM/GC) SERVICES

1010 W. Jefferson St. Parking Facility

PROPOSALS DUE: FEBRUARY 7, 2025 by 3 P.M. local time



December 31, 2024

Dear Proposer:

In accordance with the qualification-based selection process set forth in Idaho Code § 67-2320, Capital City Development Corporation (CCDC) will accept submissions about qualifications to perform Construction Manager / General Contractor (CM/GC) services for its 1010 W. Jefferson St. Parking Facility project. Proposers must be licensed in Idaho with both construction manager and public works contractor licenses.

CCDC is seeking Statements of Qualifications from CM/GCs to deliver a mixed-use, multi-story public parking facility. Key objectives for the project include:

1. Expand the ParkBOI parking system by providing a resilient and efficiently designed multi-level parking structure with a high user comfort factor.
2. Increase economic activity and catalyze redevelopment of surrounding properties.
3. Maximize other mobility infrastructure public investments in the area by:
 - a. Integrating with the State Street corridor bus rapid transit and transit-oriented development plans, and
 - b. Thoughtfully incorporating the 11th Street Bikeway.
4. Improve the pedestrian experience in the area and enhance the neighborhood fabric with ground floor activation, human-scale and timeless architecture, as well as accessible and comfortable streetscapes.
5. Utilize sustainable building practices and low-maintenance systems, including on-site rooftop solar power generation and electric vehicle charging infrastructure.
6. Implement the goals of the Westside Urban Renewal District (“Westside District”) Plan

Proposals must be delivered **electronically** prior to **3:00 p.m. local time on February 7, 2025**, at this email address: bids@ccdcb Boise.com. Proposals will be evaluated based on qualifications specified in this Request for Qualifications (RFQ). A selection committee will evaluate each of the proposals and may choose to conduct interviews with one or more of the Proposers.

CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to award a contract. CCDC will pay no costs incurred by Proposers in responding to this RFQ. CCDC, in its discretion, may cancel this process at any time prior to execution of a contract without liability.

A Pre-Proposal Meeting will be held via ZOOM on January 15, 2025, at 2:00 pm. Attendance is strongly recommended but not required. Information about the Pre-Proposal Meeting is provided in Section 4.1 of this document.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.

A handwritten signature in blue ink that reads 'Kathy Wanner'.

Kathy Wanner
CCDC Contracts Manager

INSTRUCTIONS TO PROPOSERS

1.1 Proposal Information

Please follow these instructions for submitting a proposal.

PROPOSAL DEADLINE is 3:00 p.m. local time, February 7, 2025

The proposal must be submitted electronically by email to: bids@ccdcb Boise.com

Please include this subject line on the email:

“RFQ SUBMITTAL: CM/GC SERVICES – 1010 W. Jefferson St. Parking Facility”

All required submittal documents must be signed and dated and must be submitted by email either in one PDF or a separate PDF of each required document. Respondents may utilize a commonly available file-share service such as Dropbox, WeTransfer, or Google Drive.

Late or incomplete submittals will not be accepted; CCDC takes no responsibility for submittals received after the Proposal Deadline or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process.

PROJECT INFORMATION

2.1 Background

Capital City Development Corp. (CCDC) invests resources in public infrastructure including public parking to attract and lower barriers for redevelopment in its districts. The high cost of consolidating parking into structures continues to hinder redevelopment and contribute to the increasing price point of development downtown. The ParkBOI public parking system (ParkBOI) is CCDC’s system of public parking garages. The system consists of six mixed-use public garages in the downtown area. ParkBOI garages at Capitol & Main and 9th & Main are excellent examples of how ParkBOI cultivates commerce, encourages high-quality land use, and contributes 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 1010 W. Jefferson St. Parking Facility) to support and encourage redevelopment of surface parking lots and other underutilized property in the vicinity. The 1010 W. Jefferson St. 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 [State Street Corridor Transit Oriented Development](#) 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.

CCDC is hiring a Design Professional of Record for the project. The design team will be working closely with the CM/GC during pre-construction and construction phases to assist with constructability reviews, scheduling and cost estimating for budget control. Concept alternatives are anticipated to be complete in April 2025.

2.2 Project Budget

Budget control is critical to the success of this project. The budget will be contingent upon the final determination of costs and forecasted revenues, which are currently being studied. We are seeking a CM/GC with proven experience and a demonstrated commitment to providing pre-construction services that assist CCDC in developing an informed project budget. The CM/GC shall provide current market pricing as a basis for its cost estimates during the design phase. Furthermore, the CM/GC will be expected to provide regular updates to cost estimates and make necessary recommendations to ensure that the final construction cost does not exceed CCDC's available budget.

2.3 Contemplated Improvements

The 1010 W. Jefferson St. 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.

Figure 1: Project Site



The 1010 W. Jefferson St. 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. Additional public amenities or spaces may be 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 300-500 parking stalls in a four- or five-story structure. The final stall amount will be determined following additional demand studies by the design 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.

CM/GC Major Work Elements

1. Building demolition, utility relocation, new utility services, streetscape improvements, and site improvements.
2. Construction of a four- or five-story structure with approximately 300 to 500 parking stalls and a shelled out ground floor space.
3. Construction of vertical vehicle circulation including a continuous ramp conforming to current code requirements.
4. Construction of a minimum of two elevators, accessed via fully enclosed and conditioned lobby spaces protected from weather elements. Elevator lobbies will have doorways/windows/glazing at all levels which provide visibility to the street and into the parking garage.
5. Construction of a minimum of two fully enclosed stair towers adjacent to the elevator shafts. Stair towers will have doorways/windows/glazing at all levels which provides visibility to the street and into the parking garage.
6. Construction of on-site rooftop solar power generation and electric vehicle charging infrastructure.
7. Provide Parking Access and Revenue Control System (PARCS) equipment consistent with the rest of the ParkBOI system.
8. Provide exterior and interior ParkBOI signage and wayfinding.
9. Coordination with other general contractors building out the ground floor tenant improvements.

2.4 Project Schedule

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 CCDC expects this schedule to be refined based on feedback from the design team and the selected CM/GC as part of pre-construction services. The completion date below is not based on hard deadlines tied to funding or other outside influences.

Activity	Duration	Deadline
CM/GC RFQ Issued		December 31, 2024
Pre-Proposal Meeting		January 15, 2025 at 2 pm
Last Day for Questions		January 30, 2025
Questions Answered		February 3, 2025
Statements of Qualifications Due	4.5 weeks	February 7, 2025

CCDC Selection Process	2 weeks	February 24, 2025
Board Meeting: CM/GC Selection		March 10, 2025
Negotiate Fee and Execute Contract for Preconstruction	2 weeks	March 21, 2025
CM/GC Pricing of Concept Alternatives	2 weeks	April 7, 2025
Board Meeting: Concept Alternatives Work Session		April 14, 2025
Board Meeting: Concept Design Approval		May 12, 2025
City of Boise 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
CM/GC 95% Cost Estimate	4 weeks	February 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

2.5 CM/GC Scope of Services

All CM/GC contracted services must be performed by properly licensed staff in the State of Idaho. The following services are anticipated in the CM/GC Services agreement with CCDC. The descriptions are illustrative in nature and not exhaustive. The scope of services will be negotiated after this RFQ selection process has concluded.

Preconstruction Phase for Design, Bidding, and Long Lead Time Procurement Services:

- Work with CCDC and the design team to review the project and visit the work areas to become familiar with the project;
- Work cooperatively with other agencies including the City of Boise and ACHD, as well as owners of adjacent properties;
- Review draft design drawings and specifications to identify clarity and constructability issues;
- Provide cost estimates at concept alternatives, 60% and 95% design milestones, and as otherwise needed;
- Work with CCDC and the design team to improve constructability and value engineer the design to reconcile budget overruns as needed;
- Work with the building's commercial space developers and their contractor's to coordinate the build out of ground floor level of the building. Research and coordinate with specialty contractors and vendors on specialized items;
- Work with the project team to develop project sequencing, refine the project schedule, and define logistics plans;
- Procure long-lead time material items such as elevator systems, PARCS equipment, solar energy systems, power equipment, and other custom building materials;
- Develop temporary traffic control plans and pedestrian and bike detour plans in coordination with the adjacent CapEd YMCA that is currently under construction with an anticipated completion date of October 2026;
- Develop and obtain trade contract scopes and other contract documents;
- Obtain competitive bids for all the work, materials, and equipment; conduct pre-bid meetings and site tours;

- Work with CCDC staff and the design team to address questions during bidding, issue addendums, and publicly open bids;
- Work with CCDC staff to derive and negotiate project Guaranteed Maximum Price.

Prior to the release of the first package for the subcontractor bidding, the CM/GC shall submit a bid package estimate that itemizes all bid packages to be bid and awarded and which includes the CM/GC's estimate of the cost of each bid package. As permitted by CCDC, the bid package estimate will include line items for any work the CM/GC proposes to self-perform. The CM/GC's overhead, profit, and contingencies shall be identified in separate line items. The total of the bid package estimate shall equal the construction cost on the CM/GC's most recent estimate.

Construction Phase Services:

- Obtain project bonding and insurance, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
 - Manage the construction process including coordination, planning, trade contractor management, submittals management, and requests for information;
 - Coordinate with CCDC's project manager and design team;
 - Coordinate with other general contractors building out the ground floor tenant improvements;
 - Plan and provide general condition services such as superintendence, mobilization, storage areas, staging, etc.;
 - Manage accounting of multiple project scopes and funding sources as requested by CCDC;
 - Review and negotiate change order requests, manage contingency funds, and review and pay subcontractor invoices;
 - Coordinate safety programs, update construction schedules, resolve issues and claims;
 - Conduct and coordinate inspections and weekly construction meetings;
 - Maintain records, record documents and manuals, develop and monitor punch list, coordinate and assist with warranty corrections and commissioning of the building.

2.6 Special Instructions

Throughout the project, the CM/GC shall provide CCDC with professional construction management and contractor services and represent CCDC's interests in completing the project on time, within set budgets, and as planned with minimum difficulties. The Standard Agreement and General Conditions between Owner and Construction Manager (where the CM is At-Risk) will form the basis of agreement for CM/GC services to be entered into for the project; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by the parties. A sample agreement is attached to this RFQ as Exhibit C.

GENERAL CONDITIONS

3.1 Intent of RFQ

It is the intent of CCDC to run a Qualification Based Selection process to select a company capable of providing the CM/GC services outlined within this proposal. The CM/GC ranked highest will be approached to negotiate the contract necessary for this project. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract. CM/GC is not guaranteed work nor compensation until under contract with CCDC.

3.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (Idaho Urban Renewal Law) and Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the proposals received, to request additional data and information from any and all Proposers, to reject any proposals based on real or apparent conflict of interest, to reject any proposals containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

3.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. The Public Records Act contains certain exemptions – one of which is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Proposer claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Proposer must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming materials to be exempt from disclosure under the Idaho Public Records Act, Proposer expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Proposer’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

3.4 Insurance

Prior to executing any contract for CM/GC services with CCDC or commencing any work under the contract, the CM/GC will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name CCDC as the named insured, and the CM/GC will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000). NOTE: CGL policies do not provide coverage for the type of professional services the CM will be performing during the pre-construction phase of the project, therefore Professional Liability Insurance coverage must be obtained.
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000) on an occurrence basis (not a claims-made basis).
- c. Comprehensive Automobile Liability coverage with minimum coverage of One Million Dollars (\$1,000,000) per occurrence for owned, non-owned, and hired vehicles.
- d. Excess Liability (Umbrella) with minimum coverage of Ten Million Dollars (\$10,000,000) per occurrence.
- e. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, for all of the company's employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC company will require Subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.
- f. Cyber Liability Insurance: CM/GC shall maintain throughout the term of this Agreement Cyber liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CM/GC in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3.5 Bonding

As the General Contractor, the CM/GC must have the capability to bond for 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that the

entire project bids, the overall GMPs for the work are established, and the bond is delivered to CCDC. **The Proposer shall indicate within their proposal that they certify that they have the bonding capacity to meet the requirements of this RFQ.**

The performance and payment bonds shall be AIA Document A312 (2010 or the most recent edition), or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to CCDC and authorized to do business in the State of Idaho.

3.6 Taxes

CCDC is exempt from federal and state taxes. Items purchased by CCDC and put into use by a contractor are subject to Idaho Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

3.7 Legal Residency Requirement

By submitting a proposal, the Proposer attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the company will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67-7903.

3.8 Dual-Capacity License Requirements

Proposals will be accepted from Idaho licensed construction managers and the company of which they are a principal or full-time employee who, prior to the proposal deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902. Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved. CCDC waives the requirements of Idaho Code § 54-1902 (2) that the general contractor self-perform at least 20% of the work.

SUBMISSION, EVALUATION, AND SELECTION

4.1 Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on ZOOM on January 15, 2025, at 2:00 pm local time. CCDC will explain the project and answer questions. Attendance by Proposers is strongly recommended but not required.

Join Zoom Meeting

<https://ccdcboise.zoom.us/j/85772781246?pwd=7s6ayAPf1lqs1832e3OCfB6kPSDbcp.1>

Meeting ID: 857 7278 1246

Passcode: 487962

One tap mobile

+12532050468,,85772781246# US

+12532158782,,85772781246# US (Tacoma)

4.2 Required Submission Materials and Format

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ and the scope of services outlined in Section 2.5.

Proposers must submit a PDF of the following completed forms via email by the due date and time:

- RFQ Submittal Cover Sheet (attached to this RFQ as Exhibit A)
- RFQ Waiver and Release (attached to this RFQ as Exhibit B)
- Signed Cover Letter
- ONE (1) signed proposal

Failure to submit all requested information may render any proposal unresponsive and void. Respondents may utilize a commonly available file-share service such as Dropbox, WeTransfer, or Google Drive.

4.3 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Proposer will be available to all other Proposers if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Proposers. It is the Proposer's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) business days before the proposal deadline unless the deadline is extended. Proposer shall indicate within their cover letter the addenda number(s) which they have incorporated into their proposal.

4.4 Scoring

Proposals must include the following information in the sequence set forth below. This format is meant to allow uniform review and easy access to information by the evaluation committee. For each of the specific articles listed below, Proposers should include a complete description of

qualifications to serve as a CM/GC. Proposers are invited to include information about innovative methods and/or procedures that they can provide to assist in ensuring successful completion of this project; unique qualities and/or capabilities and cost efficiencies should be identified. Proposers acknowledge they will be ranked according to each article below, with points applied per article (100 points total):

RFQ Submittal Cover Sheet (Exhibit A) 0 Points

RFQ Waiver and Release (Exhibit B) 0 Points

Signed Cover Letter (Limit 1 page) 5 Points

Provide a signed cover letter with introductory information, such as point of contact, address, phone number and email address. This letter should reference the RFQ by name, provide a concise summary of the Proposer's organization by firm and responsibility, identify the key individual who will be the Project Manager for this project and his/her relevant experience, and generally introduce CCDC to the capabilities of the firm.

Detailed Proposal (Limit 20 pages) – organized and clearly labelled with the following information:

a. Company Profile: 15 Points

Describe the company's history, size, resources, philosophy of service, typical volume of work, and construction management techniques and methods. Describe how your expertise, experience, techniques, and culture can be advantageous to CCDC in completing the project. Include current and upcoming firm commitments and confirm that Proposer can meet CCDC's insurance and bonding requirements as stated in Sections 3.4 and 3.5. Explicitly identify all work the Proposer intends to self-perform.

b. Proposed CM/GC Project Team Staff: 20 Points

A dynamic, well organized, and experienced team is needed for this project. Key personnel proposed shall be expected to reside in the Boise region for the duration of the project. Identify the personnel to whom construction management responsibility will be assigned by names, titles, roles, qualifications, years of experience, relevant project experience, resumes, and describe why the specific personnel were selected for inclusion on the team. Some individuals may fulfill multiple positions on the project, but the Proposer should demonstrate how multiple assignments are within the capacity of the management team. Include personnel information for both pre-construction and construction services. Resumes and Idaho Public Works Construction Manager License information shall be included in an appendix for all key personnel listed on the organizational chart. Resumes and license information are not counted within the page limits noted above.

Provide an organizational chart for the project. The organizational chart shall identify position titles, and for key personnel only, the names of the people proposed to fulfill these roles, along with the proposed percentage of time that each of the key personnel will be dedicated to the project. The organizational chart shall also indicate reporting and chain of command structure for the team and interfaces with CCDC and the design team.

c. Relevant Experience and Past Performance: 20 Points

Describe three (3) projects similar in scope and complexity to this project that the company has completed within the last 10 years. Projects that highlight experience working within

or across multiple agency jurisdictions and work within urban areas with complex construction phasing should be highlighted. Please focus on company experience. Do not include individual experience for projects performed while individuals were employed by other companies.

Provide the following key information for each noted project:

- Brief description of the project, highlighting scope, budget, complexity, context, key interfaces, and project delivery method similarities.
- Client reference and current contact information including name, title, phone number, and role on the project.
- Location of the project and completion date.
- The company's responsibilities on the project, and where applicable, identify proposed team staff that participated in the project and their specific role.
- Amount of Proposer's initial contract award and final contract closeout or projected price. Proposer's portion of contract, scope of Proposer's portion, and value of Proposer's portion, and identification of whether Proposer was a prime or subcontractor on the project.
- Number of claims greater than \$100,000, and the value of each that required mediation, arbitration or litigation to settle and their current disposition.

d. Pre-Construction Services Approach, Work Plan, & Schedule: 25 Points

i. Pre-Construction Services Approach

Teamwork will be critical to the success of this project. Provide a brief narrative describing the Proposer's approach to teaming with multi-discipline teams during the pre-construction phase of the project. Describe the project management control systems that will be used on this project to achieve effective communication, efficiency, schedule adherence, and budget certainty.

Outline a specific approach to guide the review of preliminary drawings and specifications and the review of subsequent revisions to final construction documents. Detail how the review will ensure constructability and how the Proposer will successfully propose changes to the drawings for team consideration.

Outline your company's understanding of the local construction market and explain how your firm tracks local market data and similar projects to optimize bid timing. Describe your methods for maintaining relationships with subcontractors and engaging them during the pre-construction phase to provide cost information for cost estimates. Additionally, describe your planned outreach efforts for this project to ensure adequate bid coverage from local subcontractors during the bidding process, and explain how you will ensure that subcontractors' bid packages are sufficiently detailed.

ii. Work Plan, including Schedule

Provide a preliminary baseline schedule showing the Proposer's proposed phasing, sequencing of work, durations, and options to be considered by CCDC that provide value and minimize adverse impacts to the public and adjacent property owners. The baseline schedule should assume the current schedule outlined in Section 2.4 as a starting point for planning. Describe how phasing on

this specific project can be optimized to ensure successful on-time completion and any ideas to expedite the schedule.

e. Project Management: 15 Points

i. Budget Control/Value Engineering

Submit detailed information of how your company provides and periodically updates cost estimates and participates in Value Engineering (VE). Describe how opportunities will be identified that will make the project a better value. Include the means and methods that will be used and, specifically, how key personnel will interact with stakeholders and the design team to introduce VE proposals and work through updates to cost estimates. Describe past projects where VE has been an integral part of the relationship with the owner, including VE processes that were not successful and VE means and methods successfully used on past projects.

Describe how your company manages, tracks and reports construction costs, including line item costs for each bid package, fees, permits, reimbursable costs, CM fees, and all other project costs that comprise the Guaranteed Maximum Price.

ii. Scheduling

Describe the primary scheduling techniques the company uses and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on projects of similar complexity. Discuss in detail how you intend to enforce contract schedule compliance.

Describe your approach to construction to minimize disruption in the greater downtown area. Describe what work strategies you will employ and examples of past successes working with adjacent active construction projects.

iii. Risk Management

Describe your company's approach to identify, assess, track, and mitigate risks on a construction project. Indicate any risks foreseen with this project.

4.5 Evaluation of Proposer

Proposals will be evaluated based on the Proposer's response and qualifications by a selection committee that may include CCDC employees, partner agency staff and/or consultants. Before a CM/GC is selected, CCDC will conduct reference investigations and may conduct interviews to evaluate the Proposer's ability to perform the size and type of work anticipated and to determine the quality of the service being offered. By submitting a proposal, the Proposer authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Proposers will be evaluated based on the information described in this RFQ.

4.6 Qualification-Based Selection

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the CCDC Board of Commissioners. CCDC has the right to waive or alter submission requirements or to reject any or all proposals, consistent with Idaho law. It is the Proposer's responsibility to conform to all applicable federal, state, and local statutes or other applicable legal requirements. The information provided herein is intended to assist Proposers in

meeting applicable requirements but is not exhaustive, and CCDc will not be responsible for any failure by any Proposer to meet applicable requirements.

4.7 Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Proposer prior to the submission deadline set forth in this RFQ. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation and contracting purposes.

4.8 Questions

Any questions, clarifications or objections must be received no later than 3:00 pm on January 30, 2025.

Direct questions to: Kathy Wanner, Contracts Manager
(208) 391-7304 or kwanner@ccdcboise.com

EXHIBITS TO THIS RFQ:

- A: RFQ Submittal Cover Sheet
- B: RFQ Waiver and Release
- C: Sample Standard Agreement and General Conditions between Owner and Construction Manager

EXHIBIT A

**RFQ: CM/GC SERVICES – 1010 W. JEFFERSON ST. PARKING FACILITY
SUBMITTAL COVER SHEET
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation
Attn: Kathy Wanner, Contracts Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702

FROM:

Company Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Company officer responsible to CCDC for CM/GC services contemplated by this RFQ:

SIGNATURE: **X** _____

Print Name and Title: _____

License Information: Idaho Public Works Contractor License # _____

Idaho Public Works Construction Management License # _____

held by _____ (name of licensed CM who will be responsible).

EXHIBIT B

**REQUIRED WAIVER & RELEASE
(REQUIRED FOR SUBMISSION)**

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification based selection process in response to the Request for Qualifications (RFQ) 1010 W. Jefferson Street Parking Facility to select a company to supply CM/GC services to CCDC for the 1010 W. Jefferson Street Parking Facility project.

- A. Discretion of CCDC: The Proposer submitting a response to this CM/GC RFQ agrees that CCDC has the right to, unless contrary to applicable state law:
 - a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the CM/GC services RFQ;
 - b. Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ to select a CM/GC firm and any response by any Proposer thereto;
 - d. Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
 - e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.

- B. Non-Liability of CCDC:
 - a. The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
 - b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Proposer's Signature: **X** _____

Print Name: _____

Print Title: _____

Name of Firm: _____

Date: _____

**EXHIBIT C
Sample Agreement**

**STANDARD AGREEMENT AND GENERAL CONDITIONS
BETWEEN OWNER AND CONSTRUCTION MANAGER
(Where the CM is At-Risk)**

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTION MANAGER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
9. CHANGES
10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS
15. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

This Agreement is made this _____ Day of _____, 2025, by and between the

OWNER: **Capital City Development Corporation (CCDC)**
121 N. 9th Street, Suite 501
Boise, Idaho 83702

and the

CONSTRUCTION MANAGER: _____

Tax identification number (TIN): Tax ID: _____

Contractor License No: **Idaho Public Works Contractors License:** _____

Idaho Construction Manager License: _____

for services in connection with the following PROJECT,

Located in downtown Boise, Idaho

Notice to the Parties shall be given at the above addresses.

The Design Professional is _____

The Parties agree as set forth herein:

ARTICLE 2 GENERAL PROVISIONS

2.1 RELATIONSHIP OF PARTIES The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing.

2.1.1 The Construction Manager shall furnish construction administration and management services and use the Construction Manager's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.2 The Construction Manager represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

2.1.3 Neither the Construction Manager nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement unless authorized in writing by the Owner's Representative.

2.1.4 The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including

its agents, officers and employees, subcontractors, subconsultants or others for whom they may be liable, to secure preferential treatment.

2.2 DESIGN PROFESSIONAL The Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work, except the following: **None**. The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided.

2.2.1 The Owner shall obtain from the Design Professional either a license for the Construction Manager and Subcontractors to use the design documents prepared by the Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless the Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.3 DEFINITIONS

2.3.1 "Agreement" means this Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.3.1.1 The following attached exhibits are a part of this Agreement:
Exhibit A **Preconstruction Services Proposal** dated _____
Exhibit B CCDC RFQ; and
Exhibit C Construction Manager's Proposal to CCDC RFQ.

2.3.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3 A "Change Order" is a written order signed by the Owner and the Construction Manager after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by the Construction Manager and accepted by the Owner.

2.3.4 The "Contract Documents" consist of this Agreement, the existing Contract Documents listed in section 15.1, drawings, specifications, addenda issued and acknowledged prior to execution of this Agreement, information furnished by the Owner pursuant to subsection 3.15.4, and modifications issued in accordance with this Agreement.

2.3.5 "Contract Time" is the period between the Date of Commencement and the Final Completion.

2.3.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.3.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes the Construction Manager's Representative. In the event the parties agree to a Guaranteed Maximum Price as defined herein, the Construction Manager shall serve the role of a Construction Manager / General Contractor for the actual performance of the Work.

2.3.8 "Date of Commencement" is as set forth in section 6.1.

2.3.9 "Day" means a calendar day.

2.3.10 "Defective Work" is any portion of the Work that that does not conform with the Contract Documents.

2.3.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by the Owner to perform design services for the Project.

2.3.12 “Final Completion” occurs on the date when the Construction Manager's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Owner and the Construction Manager.

2.3.13 “Guaranteed Maximum Price” or “GMP” means the amount proposed by the Construction Manager, negotiated by the Parties, and thereafter accepted by the Parties as the maximum cost to the Owner for construction of the Work in accordance with the Contract Documents. The GMP includes Construction Manager's Fee, the General Conditions Costs, the Cost of the Work, and Construction Manager's Construction Contingency amount.

2.3.14 “Interim Directed Change” is a change to the Work directed by the Owner pursuant to section 9.2.

2.3.15 “Laws” mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Construction Manager must comply that are enacted as of the Agreement date.

2.3.16 A “Material Supplier” is a person or entity retained by the Construction Manager to provide material and equipment for the Work.

2.3.17 “Others” means other contractors, material suppliers, and persons at the Worksite who are not employed by the Construction Manager or Subcontractors.

2.3.18 “Overhead” means (a) payroll costs and other compensation of the Construction Manager's employees in the Construction Manager's principal and branch offices; (b) general and administrative expenses of the Construction Manager's principal and branch offices.

2.3.19 “Owner” is the person or entity identified in ARTICLE 1 and includes the Owner's Representative.

2.3.20 The “Owner's Program” is an initial description of the Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.3.21 The “Parties” are collectively the Owner and the Construction Manager.

2.3.22 The “Project,” as identified in ARTICLE 1, is the building, facility, or other improvements for which the Construction Manager is to perform Work under this Agreement. It may also include construction by the Owner or Others.

2.3.23 The “Schedule of the Work” is the document prepared by the Construction Manager that specifies the dates on which the Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

2.3.24 “Subcontractor” is a person or entity retained by the Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or Others. All subcontractors shall hold valid Public Works Contractor license(s) pursuant to Idaho Code § 54-1902.

2.3.25 “Substantial Completion” of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for

Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Construction Manager.

2.3.26 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another Subsubcontractor to perform a portion of the Subcontractor's Work.

2.3.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.28 "Work" means the construction and services necessary or incidental to fulfill the Construction Manager's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by the Owner or Others.

2.3.29 "Worksite" means the geographical area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 The Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

3.1.2 The Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the Construction Manager shall not be liable to the Owner for damages resulting from compliance with such instructions unless the Construction Manager recognized and failed to timely report to the Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures.

3.1.3 The Construction Manager shall perform Work only within locations allowed by the Contract Documents, Laws, and applicable permits.

3.1.4 The Construction Manager understands that the Work within and around public rights-of-way and in and around other third party construction projects may create unique and challenging circumstances that must be anticipated, thoughtfully considered, and effectively managed by Construction Manager in the performance of all aspects of this Agreement. The Construction Manager shall work cooperatively with any and all parties working in and around the Worksite in performance of the services outlined in this Agreement.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 The Construction Manager shall provide competent supervision for the performance of the Work. The Construction Manager shall utilize the key personnel for the Work involving this contract as indicated in Construction Manager's Response to Owner's Request for Qualifications: **NAME OF PROJECT**, dated **_____**, attached as Exhibit C and specifically incorporated herein by

reference. Any superintendent disapproved by Owner shall not perform in that capacity thereafter at the Worksite.

3.2.2 The Construction Manager shall be responsible to the Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of the Construction Manager or any of its Subcontractors.

3.2.3 The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If the Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, the Construction Manager shall immediately reassign the person on receipt of the Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE The Construction Manager's authorized representative is [REDACTED]. The Construction Manager's Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. If the Construction Manager changes its representative or their authority, the Construction Manager shall immediately notify the Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section and as included in Exhibit A are included in the Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION The Construction Manager shall provide a preliminary evaluation of the Owner's Program and report such findings to the Owner and the Design Professional.

3.3.2 CONSULTATION The Construction Manager shall schedule and attend regular meetings with the Owner, Design Professional, and third parties identified by Owner as having an interest in the Work. The Construction Manager shall consult with the Owner, Design Professional, and third parties regarding site use and improvements and the selection of materials, building systems, and equipment. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall provide reasonable care to review these Drawings and Specifications and report to the Owner any nonconformity discovered by or made known to the Construction Manager. The Construction Manager shall provide recommendations on: construction feasibility; actions designed to minimize adverse effects of labor or material shortages; steps to minimize adverse effects on third parties; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, the Construction Manager shall prepare a preliminary Schedule of the Work for the Design Professional's review and the Owner's approval. The Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of the Owner, Construction Manager, Design Professional, the requirements of governmental entities, and any pre-construction or construction activities being performed in and around the Worksite by third parties. As design proceeds, the Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicates that milestone dates contained in prior Schedules of the Work will not be met, the Construction Manager shall notify and make recommendations to the Owner. If the Project is to be completed in phases, the Construction Manager shall make recommendations to the Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.3.4 ESTIMATES

3.3.4.1 When the Owner has sufficiently identified the Owner's Program and other Project requirements and the Design Professional has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Design Professional and approval of the Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by the Design Professional and approved by the Owner, the Construction Manager shall prepare for the review of the Design Professional and approval of the Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Owner and Construction Manager.

3.3.4.3 When design development documents or documents of comparable detail have been completed by the Design Professional and approved by the Owner, the Construction Manager shall prepare a further detailed estimate with supporting data for review by the Design Professional and approval by the Owner. During the preparation of the drawings and specifications, the Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Owner and Construction Manager.

3.3.4.4 If any estimate submitted to the Owner exceeds previously approved estimates, the Construction Manager shall notify and make recommendations to the Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW The Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact the Construction Manager's ability to perform the Work in an expeditious and economical manner. The Construction Manager shall issue a report to the Design Professional and Owner for their review and action as appropriate. In addition, the Construction Manager shall promptly report to the Owner and the Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.3.6 TEMPORARY FACILITIES The Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by the Construction Manager, its Subcontractors, Subsubcontractors, and Material Suppliers.

3.3.7 LONG-LEAD ITEMS The Construction Manager shall recommend to the Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. The Construction Manager shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work.

3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION The Construction Manager shall consult with the Owner regarding equal employment opportunity and affirmative action programs.

3.3.10 CONSULTANTS The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Construction Manager.

3.3.12 OTHER PRECONSTRUCTION SERVICES The Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Owner and Construction Manager agree the drawings and specifications are sufficiently complete, the Construction Manager shall prepare and submit to the Owner in writing a GMP. The GMP proposal shall include the sum of the estimated Cost of the Work, the Construction Manager's Fee, General Conditions costs, Risk Contingency, the clarifications and assumptions upon which the GMP is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. The Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement. If both the Owner and Construction Manager mutually agree, the Construction Manager may prepare and submit to the Owner in writing a Lump Sum proposal to complete the work.

3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE The Construction Manager shall include with the GMP proposal sufficient details and information for its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;

3.4.2.3 a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a schedule of applicable alternate prices;

3.4.2.6 a schedule of applicable unit prices;

3.4.2.7 a "Summary Matrix of Cost Allocation" table summarizing the costs associated with the various cost categories of CM/GC fee, General Conditions, Subcontract Costs, Change Orders, Risk Contingency, and Owner Cost.

3.4.2.8 a statement of any work to be self-performed by the Construction Manager.

3.4.2.9 a list of all bid packages and purchase orders the Construction Manager anticipates awarding.

3.4.2.10 a draft Schedule of Values in which the sum of all line items equals the GMP.

3.4.3 RISK CONTINGENCY ACCOUNT The Construction Manager's Risk Contingency Account shall be a negotiated percentage of the GMP.

3.4.3.1 Subject to prior written consent of the Owner, the Construction Manager may utilize the Risk Contingency Account to pay for coordination of the following items for which the Construction Manager is responsible:

- 3.4.3.1.1 All costs related to Subcontractor claims or charges that result from mistakes or omissions in the subcontract buyout.
- 3.4.3.1.2 Coordination errors and coordination omissions related to the shop drawings and submittals defined in the Contract Documents.
- 3.4.3.1.3 Delays or interference caused by a Subcontractor impacting the construction schedule or the Construction Manager's management of the project.
- 3.4.3.1.4 Delays or interference caused by Subcontractors impacting the schedule or work of another Subcontractor.
- 3.4.3.1.5 Costs related to replacement of a non-performing subcontractor.
- 3.4.3.1.6 Off-Hours work

3.4.3.2 The Construction Manager may not use the Risk Contingency Account for items that are covered by the Construction Manager's Fee or defined as General Conditions. The Risk Contingency Account also may not be used for Subcontract Bid Packages that exceed the bid estimate, defective or nonconforming Subcontractor work, or trade damage.

3.4.3.3 The Construction Manager's use of the Risk Contingency Account is limited to the items described in section 3.4.3.1 and must be approved in writing in advance by the Owner, provided that in the event of a critical or emergency type situation, the Construction Manager determines that there is not time to obtain the Owner's prior written approval, the Construction Manager may take action at its risk that must be subsequently concurred with in writing by the Owner before the Risk Contingency Account may be used. The Construction Manager shall provide the Owner monthly updates on the use of the Risk Contingency Account. Any funds remaining in the Risk Contingency Account shall be returned to the Owner without the corresponding Construction Manager's Fee.

3.4.4 The Construction Manager shall meet with the Owner to review the GMP. If the Owner discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP. The Owner shall then give prompt written approval of the GMP following the approval of the Owner's Board of Commissioners.

3.4.5 The Owner shall cause the Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to the Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by the Owner, Construction Manager, and Design Professional. The Construction Manager shall promptly notify the Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.6 If the Contract Documents are not complete at the time the GMP proposal is submitted to the Owner, the Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.7 If this Agreement is executed prior to establishment of the Guaranteed Maximum Price and its acceptance by the Owner, then the GMP and its basis shall be set forth in an Amendment to the Agreement.

3.4.8 ALLOWANCES Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.9 FAILURE TO ACCEPT THE GMP PROPOSAL Unless the Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies the Construction Manager, the GMP Proposal shall not be effective. If the Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, the Owner shall have the right to:

3.4.9.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by the Construction Manager, the GMP Proposal shall be deemed accepted in accordance with subsection 3.4.7;

3.4.9.2 direct the Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.4.9.3 terminate the Agreement for convenience in accordance with section 12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.4.10 PRE-GMP WORK Prior to the Owner's acceptance of the GMP Proposal, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as the Owner may specifically authorize in writing.

3.5 COOPERATION WITH WORK OF OWNER AND OTHERS

3.5.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, clean up, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.5.2 If the Owner elects to perform work at the Worksite directly or by Others, the Construction Manager and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. The Construction Manager, the Owner, and Others shall adhere to the revised Schedule of the Work.

3.5.3 With regard to the work of the Owner and Others, the Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate the Construction Manager's Work with theirs.

3.5.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the Construction Manager shall give the Owner prompt, written notification of any defects the Construction Manager discovers in their work which will prevent the proper execution of the Work. The Construction Manager's obligations in this subsection do not create a

responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If the Construction Manager does not notify the Owner of defects interfering with the performance of the Work, the Construction Manager acknowledges that the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.6 CONSTRUCTION SERVICES AND ADMINISTRATION

3.6.1 Prior to commencing the Work, the Construction Manager shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Construction Manager shall promptly report to the Owner any errors, inconsistencies or omissions discovered by or made known to the Construction Manager.

3.6.2 Should the Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, the Construction Manager shall promptly report them to the Owner. It is recognized that the Construction Manager is not acting in the capacity of a licensed design professional. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.6.3 The Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section.

3.6.4 The Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of the Construction Manager's reports described in the three preceding subsections; any additional costs or time must be approved by Owner.

3.6.5 **COST REPORTING** The Construction Manager shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Construction Manager shall maintain a complete set of all books and records prepared or used by the Construction Manager with respect to the Project. The Construction Manager's records supporting its performance and billings under this Agreement shall be current, complete, and accurate and maintained according to Generally Accepted Accounting Principles. The Owner shall be afforded access to all of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.6.5.1 The Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.7 MATERIALS FURNISHED BY THE OWNER OR OTHERS

3.7.1 If the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Construction Manager shall be the responsibility of the Construction Manager and may be deducted from any amounts due or to become due the Construction Manager. Any defects discovered in such materials or equipment shall be reported at

once to the Owner. Following receipt of written notice from the Construction Manager of defects, the Owner shall promptly inform the Construction Manager what action, if any, the Construction Manager shall take with regard to the defects.

3.8 TESTS AND INSPECTIONS

3.8.1 The Construction Manager shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. The Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in subsection 3.8.3, the Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by the Construction Manager and promptly delivered to the Owner.

3.8.2 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the Construction Manager shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in the subsection below.

3.8.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of the Construction Manager, the Construction Manager shall be responsible for costs of correction and retesting.

3.9 WORKMANSHIP

3.9.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.10 WARRANTY

3.10.1 The Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At the Owner's request, the Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. The Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. The Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, the Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.

3.10.4 The Construction Manager shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. All such warranties are expressly incorporated herein by reference and Parties shall take reasonable efforts to set forth a list of special or extended warranties as an attached exhibit to this Agreement. Construction Manager's liability for such warranties shall be limited to the two-year correction period referred to in the section immediately below. After that period the Construction Manager shall provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN TWO YEARS

3.11.1 If prior to Substantial Completion or within two years after the date of Substantial Completion of the Work any Defective Work is found, the Owner shall promptly notify the Construction Manager in writing. Unless the Owner provides written acceptance of the condition, the Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period the Owner discovers and does not promptly notify the Construction Manager or give the Construction Manager an opportunity to test or correct Defective Work as reasonably requested by the Construction Manager, the Owner waives the Construction Manager's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the two-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Construction Manager.

3.11.3 If the Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due the Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, the Construction Manager shall pay the difference to the Owner within forty-five (45) Days.

3.11.4 The Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Construction Manager and allow the Construction Manager an opportunity to correct the Work if the Construction Manager elects to do so. If the Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Construction Manager does not elect to correct the Work, the Owner may have the Work corrected by itself or Others, and, if the Owner intends to seek recovery of those costs from the Construction Manager, the Owner shall promptly provide the Construction Manager with an accounting of the correction costs it incurs.

3.11.5 If the Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, the Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Construction Manager's other obligations under the Contract Documents.

3.11.7 Prior to final payment, at the Owner's option and with the Construction Manager's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such cases, the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 On request of the Owner, Work that has been covered without a requirement that it be inspected prior to being covered may be uncovered for the Owner's inspection. The Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by the Owner or Others. If the uncovered Work proves to be defective, the Construction Manager shall pay the costs of uncovering and replacement.

3.12.2 If contrary to specific requirements in the Contract Documents or contrary to a specific request from the Owner, a portion of the Work is covered, the Owner, by written request, may require the Construction Manager to uncover the Work for the Owner's observation. In this circumstance the Work shall be replaced at the Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PRECAUTIONS AND PROGRAMS The Construction Manager shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with Laws.

3.13.2 The Construction Manager shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.

3.13.3 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE The Construction Manager's Worksite Safety Representative is [REDACTED] who shall act as the Construction Manager's authorized safety representative with a duty to prevent accidents. The Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When the Construction Manager is required to file an accident report with a public authority, the Construction Manager shall furnish a copy of the report to the Owner. The cost of this activity is included in the GMP.

3.13.4 The Construction Manager shall provide the Owner with copies of all notices required of the Construction Manager by law or regulation. The Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.13.5 Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent acts or omissions of the Construction Manager, or anyone for whose acts the Construction Manager may be liable, shall be promptly remedied by the Construction Manager. With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the Owner may either (a) promptly remedy the damage or loss; or (b) accept the damage or loss.

3.13.6 If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Construction Manager's safety program, may require the Construction Manager

to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Construction Manager does not adopt corrective measures, the Owner may perform them and deduct their cost from the GMP. The Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on the Construction Manager's compliance with the Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, the Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.15 HAZARDOUS MATERIALS

3.15.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under Laws or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. The Construction Manager shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, the Construction Manager shall be entitled to immediately stop Work in the affected area. The Construction Manager shall promptly report the condition to the Owner, the Design Professional, and, if required, the governmental agency with jurisdiction.

3.15.3 The Construction Manager shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.15.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work. The Construction Manager shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.5 If the Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Construction Manager shall be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion.

3.15.6 To the extent permitted by section 6.7 and to the extent not caused by the negligent acts or omissions of the Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall defend, indemnify, and hold harmless the Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against any and all direct claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the Owner.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Construction Manager, Subcontractors, the Owner or Others, shall be maintained at the Worksite by the Construction Manager and made available to the Owner, Subcontractors, and Others.

3.15.7.2 The Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work.

3.15.7.3 To the extent permitted under section 6.7 and to the extent not caused by the negligent acts or omissions of the Construction Manager, its agents, officers, directors, and employees, the Owner shall defend, indemnify and hold harmless the Construction Manager, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the Construction Manager in accordance with the Contract Documents.

3.15.7.4 This section shall survive the completion of the Work or any termination of this Agreement.

3.16 SUBMITTALS

3.16.1 The Construction Manager shall submit to the Owner and the Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with subsection 4.5.1. The Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, the Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of the Owner and Others. The Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The review and approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Neither the Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, the Construction Manager agrees upon request to submit in a timely fashion to the Design Professional and the Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by the Owner.

3.16.2 The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 The Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve the Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to the Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after the Construction Manager obtains approvals required under the Contract Documents for substitutions. All such substitutions shall be promptly memorialized in a Change Order no later than seven (7) Days following approval by the Owner and, if applicable, Design Professional provide for an adjustment in the Contract Price or Contract Time.

3.16.6 The Construction Manager shall prepare and submit to the Owner final marked-up as-built drawings.

3.17 DESIGN DELEGATION If the Contract Documents specifically require the Construction Manager to procure design services, the Owner shall specify all required performance and design criteria. The Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As permitted by the laws, rules, and regulations in the jurisdiction where the Project is located, the Construction Manager shall procure such services and any certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of the Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by the Construction Manager's design professional.

3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT The Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Construction Manager shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the unknown condition shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 The Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of the Owner pursuant to section 4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. The Construction Manager shall provide to the Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 The Construction Manager shall pay all applicable taxes, including use taxes, enacted when bids are received or negotiations concluded for the Work provided by the Construction Manager.

3.19.3 The GMP shall be adjusted for additional costs resulting from Laws enacted after the date of this Agreement, including taxes.

3.19.4 If, in accordance with the Owner's direction, the Construction Manager claims an exemption for taxes, the Owner shall indemnify and hold the Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Construction Manager as a result of any such action.

3.20 CUTTING, FITTING, AND PATCHING

3.20.1 The Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or Others.

3.20.2 Cutting, patching, or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.

3.21 CLEANING UP

3.21.1 The Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If the Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from the Owner of non-compliance, the Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the Construction Manager in the next payment period.

3.22 ACCESS TO WORK The Construction Manager shall facilitate the access of the Owner, its Design Professional, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS The Construction Manager shall comply with all Laws at its own costs. The Construction Manager shall be liable to the Owner for all loss, cost, or expense attributable to any acts or omissions by the Construction Manager, its employees, subcontractors, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to the Owner is given and advance approval by appropriate authorities, including the Owner, is received.

3.24 CONFIDENTIALITY Unless compelled by law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, the Construction Manager shall treat as confidential and not disclose to third persons, except Subcontractors, Subsubcontractors, and as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Construction Manager or which the Construction Manager may acquire in connection with the Work. The Owner shall treat as confidential information all of the Construction Manager's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Construction Manager shall each specify those items to be treated as confidential and shall mark them as "Confidential." In the event of a legal compulsion or other order seeking disclosure of any Confidential Information, the Construction Manager or Owner, as the case may be, shall promptly notify the other party to permit that party's legal objection, if necessary.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Any information or services to be provided by the Owner shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of the Construction Manager, the Owner shall provide the Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to the Construction Manager's commencing or continuing the Work. The Construction Manager shall be notified prior to any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Construction Manager in laying out the Work;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Laws; and

4.3.3 any other information or services requested in writing by the Construction Manager which are required for the Construction Manager's performance of the Work and under the Owner's control.

4.4 BUILDING PERMIT, FEES AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of the Construction Manager pursuant to section 3.19.1, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 CONTRACT DOCUMENTS Unless otherwise specified, the Owner shall provide a reasonable number of hard copies of the Contract Documents to the Construction Manager without cost.

4.5.1 DOCUMENTS IN ELECTRONIC FORM Project document exchange and submittals will be managed through Construction Manager's project management system.

4.6 OWNER'S REPRESENTATIVE The Owner's Representative is [REDACTED]. The Owner's Representative shall be fully acquainted with the Project and, to the extent allowed by statute and OWNER's policies and procedures, shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority, the Owner shall immediately notify the Construction Manager in writing.

4.7 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by the Owner or Others shall be done with the prior written approval of the Construction Manager, which approval shall not be unreasonably withheld.

4.8 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to the Construction Manager, the

Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If the Construction Manager incurs additional costs or is delayed due to such loss or damage, the Construction Manager shall be entitled to an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors holding valid Public Works Contractor licenses pursuant to Idaho Code § 54-1902. All subcontracts shall be issued on a lump sum basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, the Construction Manager shall provide the Owner, and, if directed, the Design Professional with a written list of the proposed subcontractors and significant Material Suppliers.

5.3 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Construction Manager agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractor's or Material Supplier's portions of the Work, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by the Construction Manager to the Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by the Owner pursuant to sections 12.3 or 12.4; and

5.4.1.2 the Owner accepts such assignment after termination by notifying the Subcontractor and Construction Manager in writing, and assumes all rights and obligations of the Construction Manager pursuant to each subcontract agreement.

5.4.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below.

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in an Amendment to this Agreement subject to adjustments as provided for in the Contract Documents. The Owner and the Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in the Amendment. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be

set forth in an Amendment. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence for this Agreement.

6.1.3 Unless instructed by the Owner in writing, the Construction Manager shall not knowingly commence the Work before the effective date of insurance to be provided by the Construction Manager or the Owner as required by the Contract Documents.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting the first application for payment, the Construction Manager shall submit to the Owner and the Design Professional a Schedule of the Work showing the dates on which the Construction Manager plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner. The Construction Manager shall comply with the approved Schedule of the Work, unless directed by the Owner to do otherwise or the Construction Manager is otherwise entitled to an adjustment in the Contract Time. The Construction Manager shall update the Schedule of the Work on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project.

6.2.2 The Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. The Owner may require the Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or Others. To the extent such changes increase the Construction Manager's costs or time, the GMP or the Dates of Substantial or Final Completion shall be equitably adjusted.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If the Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Construction Manager, the Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. In addition, if the Construction Manager incurs additional costs as a result of such delay, the Construction Manager shall be entitled to an equitable adjustment in the GMP subject to section 6.7. Examples of causes beyond the control of the Construction Manager include, but are not limited to, the following: (a) acts or omissions of the Owner, the Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by the Owner pending dispute resolution or suspension by the Owner under section 12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving the Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics, (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Construction Manager shall submit any requests for equitable extensions of Contract Time or equitable adjustment in Contract Price in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if the Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (m) immediately above, the Construction Manager shall be entitled to an equitable adjustment in the GMP subject to section 6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, the Construction Manager shall provide prompt written notice to the Owner of the cause of such delays after the Construction Manager first recognizes the delay. The Owner and the Construction Manager agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If the Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in the section above, the Construction Manager shall give the Owner written notice of the claim in accordance with section 9.4. If the Construction Manager causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs subject to section 6.7. The Owner shall process any such claim against the Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by the Owner of the GMP, the Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. The Construction Manager will provide written reports to the Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIQUIDATED DAMAGES

6.6.1 SUBSTANTIAL COMPLETION The Owner and the Construction Manager agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.6.1.1 The Construction Manager understands that if the Date of Substantial Completion established by this Agreement, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Substantial Completion is not attained, the Construction Manager shall pay the Owner FIVE HUNDRED DOLLARS (\$500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extras costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.6.2 FINAL COMPLETION The Owner and the Construction Manager agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Final Completion.

6.6.2.1 The Construction Manager understands that if the Date of Final Completion established by this Agreement, as may be amended by subsequent Change Order is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Construction Manager agrees that if the Date of Final Completion is not attained the Construction Manager shall pay the Owner FIVE HUNDRED DOLLARS (\$500.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.6.3 OTHER LIQUIDATED DAMAGES The Owner and the Construction Manager may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in section 6.6 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Construction Manager agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the

Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. The Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following items of damages are excluded from this mutual waiver: NONE.

6.7.1 The Owner and the Construction Manager shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 The Owner shall compensate the Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.1.2 the Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in section 7.4.

7.2 The compensation to be paid shall be limited to the GMP established in an Amendment to this Agreement, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE If a GMP Amendment is executed, the Construction Manager's Fee for construction services shall be PERCENT (X%) and is understood to include overhead and profit subject to adjustment as provided in section 7.4.

7.3.1 The Construction Manager's Fee shall be earned by the Construction Manager and paid by Owner ratably with each application for payment during the construction phase of the Work.

7.3.2 The Construction Manager's Fee shall cover the following:

7.3.2.1 All profit of the Construction Manager for the Project.

7.3.2.2 All home office overhead expenses, including materials, travel, phone, facsimile, postage, internet service, and other incidental office expenses attributed to work on this Project that is not specifically identified in the General Conditions Work.

7.3.2.3 Labor expenses for any Cost Estimator, Safety Manager, and Building Information Modeling Personnel.

7.3.2.4 All reasonable and necessary travel expenses.

7.3.2.5 All overhead expenses of the Construction Manager for participation in and the support of the Subcontractor bidding process of the Project.

7.3.2.6 Other than retail sales tax, all taxes owed by the Construction Manager including city and state business and occupation tax.

7.4 ADJUSTMENT IN THE CONSTRUCTION MANAGER'S FEE Adjustment in the Construction Manager's Fee shall be made as follows:

7.4.1 for changes in the Work as provided in ARTICLE 9, the Construction Manager's Fee shall be adjusted in accordance with the percentages identified in Article 7.3, above.

7.4.2 for delays in the Work not caused by the Construction Manager, except as provided in section 6.3, there shall be an equitable adjustment in the Construction Manager's Fee to compensate the Construction Manager for increased expenses; and

7.4.3 if the Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss, the Construction Manager shall be paid an additional fee in the same proportion that the Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PRECONSTRUCTION SERVICES COMPENSATION The Construction Manager shall be compensated for Preconstruction Services as follows: Owner shall pay Construction Manager the not to exceed sum of DOLLARS (\$XX,XXX) at the hourly rates set forth in Exhibit A for the preconstruction services and reimbursable costs identified in Exhibit A, subject to additional services and other changes requiring an equitable adjustment.

7.6 Savings: If the sum of the actual Cost of the Work and Construction Manager's Fee is less than the GMP at final completion, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: Savings returned to Owner less the Construction Manager's Fee of the GMP at Final Completion.

ARTICLE 8 COST OF THE WORK

8.1 The Owner agrees to pay the Construction Manager for the Cost of the Work meaning those costs items that are directly related to the Project, necessarily and reasonably incurred by the Construction Manager in the proper performance of the Work, and specifically and expressly defined in this article. Payment of Cost Items shall be in addition to the Construction Manager's Fee stipulated in section 7.3.

8.2 COST ITEMS

8.2.1 Wages paid for labor in the direct employ of the Construction Manager in the performance of the Work.

8.2.2 Salaries of the Construction Manager's employees when stationed at the field office and employees engaged on the road expediting the production or transportation of material and equipment, and the following employees working at both the field office and the principal office:

Project Manager – NAME / \$XX.XX per hour
Senior Superintendent – NAME / \$XX.XX per hour
Superintendent - NAME / \$XX.XX per hour
Project Engineer - NAME / \$XX.XX per hour

Normal working hours are Monday-Friday 5:00 a.m. to 7:00 p.m. Any work outside these hours will be considered "off-hours." If off-hours work is required by Owner or agencies having jurisdiction the above rates will increase 25%. Payment of off-hours work shall be made from the Risk Contingency Account and must be approved in writing in advance by the Owner.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard personnel policy, insofar as such costs are paid to employees of the Construction Manager who are included in the Cost of the Work pursuant to subsections .1 and .2 immediately above.

8.2.4 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage, and handling.

8.2.5 Payments made by the Construction Manager to Subcontractors for the cost of work performed under this Agreement.

8.2.6 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Construction Manager.

8.2.7 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Construction Manager or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from the Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.8 Sales tax.

8.2.9 Permits, fees, licenses, tests, royalties, damages for infringement of patents or copyrights.

8.2.10 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a two year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from the Construction Manager's negligence.

8.2.11 All costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.12 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing costs and services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

8.2.13 All water, power, and fuel costs necessary for the Work.

8.2.14 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.15 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.16 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between the Owner and the Construction Manager, reasonably and properly resulting from the Construction Manager's performance of the Work.

8.2.17 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents and not otherwise excluded by the terms of this Agreement.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates, and

refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

8.4 EXCLUDED COSTS The following shall not be included in the Cost of the Work:

8.4.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the worksite except as allowed in section 8.2

8.4.2 Any overhead and general expenses, except as may be expressly included in section 8.2.

8.4.3 Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

8.4.4 Rental cost of machinery and equipment, except as provided in section 8.2.

8.4.5 Any cost associated with the Work not specifically and expressly described in section 8.2.

8.4.6 Costs due to the fault or negligence of the Construction Manager, Subcontractors, Subsubcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.

8.4.7 The cost of correction of any repair work, nonconforming or defective work, or warranty work.

8.4.8 Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith, except as provided in section 8.2.

8.4.9 Fines and penalties.

8.4.10 Any costs in excess of the GMP.

8.5 OTHER COST ITEMS The Construction Manager Fee shall not be applied to the cost of Preconstruction Services, Payment and Performance Bonds, Insurance Policies set forth in section 11.2, any other insurance policies secured by Construction Manager, the Construction Manager's Fee itself, and any other cost or charge that the Agreement states is not to be included in calculating the Construction Manager's Fee.

8.5.1 The cost of the Payment and Performance Bonds and Insurance Policies set forth in section 11.2 shall be included as a separate cost item in the GMP proposal.

ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directed Change.

9.1 CHANGE ORDER

9.1.1 The Construction Manager may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Owner and the Construction Manager shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM The Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion, or Date of Final Completion until a Change Order has been executed or a written Interim Directed Change has been issued.

9.2 INTERIM DIRECTED CHANGES

9.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Construction Manager on the adjustment, if any, in the GMP or the Date of Substantial Completion or Date of Final Completion.

9.2.2 The Owner and the Construction Manager shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directed Change. As the changed Work is performed, the Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. If there is a dispute as to the cost to the Owner, the Owner shall pay the Construction Manager fifty percent (50%) of its estimated cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12.

9.2.3 When the Owner and the Construction Manager agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directed Changes on which the Owner and Construction Manager have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 costs calculated on a basis agreed upon by the Owner and Construction Manager plus the fee as identified in Article 7.3; or

9.3.1.4 if an increase or decrease cannot be agreed to as set forth in subsections .1 through .3 above, and the Owner issues an Interim Directed Change, the cost of the change in the Work shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the GMP, the Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, the Construction Manager's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.1.5 Change Order markup costs for Subcontractors are limited to 10% for overhead and profit on direct costs of labor, materials, and equipment.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Construction Manager, such unit prices shall be equitably adjusted.

9.3.3 If the Owner and the Construction Manager disagree as to whether work required by the Owner is within the scope of the Work, the Construction Manager shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations.

9.3.4 If the Owner issues a written order for the Construction Manager to proceed, the Construction Manager shall perform the disputed work and the Owner shall pay the Construction Manager fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. The Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

9.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in subsection 6.3.2 and section 6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, the Construction Manager shall give the Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after the Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of the Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, the Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within Sixty (60) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, the Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 CHANGES IN LAW Notwithstanding the Construction Manager's obligations to comply with all laws, if any changes in Laws, including taxes, which were not reasonably anticipated and then enacted after either the date of this Agreement or the date a GMP Proposal is accepted by the Owner and set forth in an Amendment, whichever occurs later, the GMP, estimated Cost of the Work, and the Date of Substantial Completion or the Date of Final Completion shall be equitably adjusted by Change Order.

9.6 INCIDENTAL CHANGES The Owner may direct the Construction Manager to perform incidental changes in the Work, upon concurrence with the Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, and within fourteen (14) days from the date of execution of any Amendments affecting the GMP, the Construction Manager shall prepare and submit to the Owner and, if directed, the Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS The Construction Manager shall submit to the Owner and, if directed, the Design Professional a monthly application for payment no later than the last day of the calendar month for the preceding thirty (30) Days. The Construction Manager's applications for payment shall be itemized and supported by the Construction Manager's schedule of values and any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directed Changes. The Owner shall pay the amount otherwise due on any payment application, no later than thirty (30) Days after the Construction Manager has submitted a complete and accurate payment application, or such shorter time period as required by applicable state statute. The Owner may deduct from any progress payment amounts that may be retained pursuant to subsection 10.2.3.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by the Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the Worksite.

10.2.3 RETAINAGE During the Construction phase, from each progress payment made prior to Final Completion, the Owner may retain Five percent (5.0%) of the amount otherwise due after deduction of any amounts as provided in section 10.3, and in no event shall such percentage exceed any applicable statutory requirements. Upon final completion of any phase of the Work, where phase of the Work is defined as no less than the Scope of Work for any one (1) negotiated GMP, where construction is complete and accepted by the Owner, Construction Manager shall be entitled to payment for the withheld retainage attributable to the phase(s) of the Work attaining Final Completion.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Construction Manager is responsible under this Agreement:

10.3.1 the Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Construction Manager to the Owner or Others to whom the Owner may be liable;

10.3.3 the Construction Manager's failure to properly pay Subcontractors and Material Suppliers following receipt of such payment from the Owner;

10.3.4 Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving the Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Construction Manager furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of the Construction Manager the Construction Manager does not receive a progress payment from the Owner within fourteen (14) Days after the time such payment is due, then the Construction Manager, upon giving seven (7) Days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the Construction Manager has been received, including interest for late payment. The GMP and Dates of Substantial or Final Completion shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay, and start-up.

10.6 SUBSTANTIAL COMPLETION

10.6.1 The Construction Manager shall notify the Owner and, if directed, the Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by the Owner without excessive interference in completing any remaining unfinished Work. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or use the Work or designated portion for its intended use. The Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, the Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of the Owner and Construction Manager for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by the Construction Manager to the Owner and, if directed, to the Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 The Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. The Construction Manager shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from the Construction Manager that the Work is complete and ready for final inspection and acceptance, the Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, the Construction Manager shall prepare for the Owner's written acceptance a final application for payment stating that to the best of the Construction Manager's knowledge, and based on the Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP and the retainage held by the Owner for the Work shall be made to the Construction Manager within thirty (30) Days after the Construction Manager has submitted an application for final payment, including submissions required under subsection 10.8.4, and after a Certificate of Final Completion has been executed by the Owner and Construction Manager.

10.8.4 Final payment shall be due on the Construction Manager's submission of the following to the Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by the Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the Construction Manager shall submit to the Owner and, if directed, the Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by section 10.8.

10.8.6 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless the Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the rate allowed by the State of Idaho.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees, the Design Professional, and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by or arising out of the negligent acts or omissions of the Construction Manager, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Construction Manager shall be entitled to reimbursement of any defense costs paid above the Construction Manager's percentage of liability for the underlying claim to the extent provided for by the subsection 11.1.2 below.

11.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner, the Design Professional, or Others, but only to the extent caused by or arising out of the negligent acts or omissions by the Owner, the Design Professional, or Others. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided for by the subsection 11.1.1 above.

11.2 INSURANCE

11.2.1 Before commencing the Work and as a condition precedent to payment, the Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Comprehensive Automobile Liability Insurance, Commercial General Liability Insurance (CGL) and Cyber Liability Insurance. Construction Manager shall furnish Owner with a copy of the Acord certificate(s) evidencing the insurance coverage including the required endorsements. The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Construction Manager shall maintain completed operations liability insurance for two years after Final Completion. The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c), and underground (u) exposures without the specific written approval of the Owner. All insurance coverage shall be occurrence based coverages and shall include a waiver of subrogation by the insurers in favor of Owner. The coverages shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Owner.

The Construction Manager's policies shall be written with at least the following limits of liability:

Professional Liability Insurance

- \$1,000,000 General Aggregate
- \$1,000,000 Each Occurrence

Commercial General Liability (CGL)

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence

- \$1,000,000 Personal Injury and Advertising Injury
- \$100,000 Fire Damage Liability
- \$5,000 Medical Expenses – Each Person

Comprehensive Automobile Liability

- \$1,000,000 Each Occurrence – coverage to include owned, hired, and non-owned automobiles. Construction Manager shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

Excess Liability (Umbrella)

- \$10,000,000 for the Construction Manager/General Contractor
- \$2,000,000 for Subcontractors and Material Suppliers

Cyber Security Liability Insurance

- \$1,000,000 Each Occurrence or Claim
- \$1,000,000 Aggregate

Workers Compensation and Employers Liability Insurance

- Statutory Limits
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limits
 - \$1,000,000 Each Employee

Cyber Liability Insurance

Construction Manager shall maintain throughout the term of this Agreement cyber liability insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate and includes third party. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Construction Manager in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, funds transfer fraud, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

11.2.2 Employers' Liability, Comprehensive Automobile Liability, Cyber Security Liability, and CGL coverages required under subsection 11.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

11.2.3 The Construction Manager shall maintain in effect all insurance coverage required under subsection 11.2.1 with insurance companies lawfully authorized to do business in Idaho. If the Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to the Construction Manager from its current insurance company, insurance policies required under subsection 11.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Construction Manager shall furnish the Owner with certificates of insurance evidencing the coverage until two

years after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Before commencing the Work, the Owner shall obtain and maintain a Builder's Risk Policy upon the entire Project. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, and collapse, however caused. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this subsection.

11.3.2 The Owner and Construction Manager waive all rights against each other and their respective employees, agents, contractors, subcontractors, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under subsection 11.3.1, except such rights as they may have to the proceeds of the insurance and such rights as the Construction Manager may have for the failure of the Owner to obtain and maintain property insurance in compliance with subsection 11.3.1. To the extent of the limits of the Construction Manager's Commercial General Liability Insurance specified in subsection 11.2.1, the Construction Manager shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of the Construction Manager, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.3 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Construction Manager until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

11.4 OWNER'S INSURANCE

11.4.1 BUSINESS INCOME INSURANCE The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.

11.4.2 OWNER'S LIABILITY INSURANCE The Owner shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses, and expenses arising out of the Owner's acts or omissions.

11.5 ADDITIONAL LIABILITY COVERAGE

11.5.1. Additional Insured. The CGL insurance policy and the Automobile Liability insurance policy shall name Owner as Additional Insured and shall protect its officers, agents, and employees from and against claims for bodily injury, property damage, personal injury, and advertising injury to the

extent caused by or arising out of the negligent acts or omissions of Construction Manager, or those acting on the Construction Manager's behalf, in the performance of the Construction Manager's work for the Owner at the Worksite.

Any documented additional cost in the form of a surcharge associated with procuring any additional liability coverage in accordance with this subsection shall be paid by the Owner directly or the costs may be reimbursed by the Owner to the Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, the Construction Manager shall provide either a copy of the policy, or a certificate and endorsement evidencing that the Owner has been named as an additional insured, as applicable.

11.6 ROYALTIES, PATENTS, AND COPYRIGHTS The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify, and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify, and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by the Owner or Design Professional.

11.7 BONDS

11.7.1 Performance and Payment Bonds are required of the Construction Manager. Such bonds shall be issued by a surety admitted in the state of Idaho and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Any increase in the GMP that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the original GMP. The Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though the Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time within the scope of the initial Agreement. A copy of the Construction Manager's Payment Bond for the Project, if any, shall be furnished by the Owner or the Construction Manager upon the Subcontractor's written request.

11.8 PROFESSIONAL LIABILITY INSURANCE To the extent the Construction Manager provides professional services, the Construction Manager shall obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by the Construction Manager, written for not less than One Million dollars (\$1,000,000.00) per claim and in the aggregate with the deductible not to exceed One Hundred Thousand dollars (\$100,000.00). The Construction Manager shall pay the deductible. To the extent the Construction Manager is required to procure design services in accordance with subsection 3.16, the Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to the Owner, including coverage for all professional liability caused by any consultants to the Construction Manager's design professional, written for not less than One Million dollars (\$1,000,000.00) per claim and in the aggregate with the deductible not to exceed One Hundred Thousand dollars (\$100,000.00). The Construction Manager's design professional shall pay the deductible.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should the Owner order the Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of the Owner and not due to any act or omission of the Construction Manager or any person or entity for whose acts or omissions the Construction Manager may be liable, then the Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by the Owner, following all instructions by Owner regarding the suspension, delay, or interruption, and take all actions necessary (or that the Owner may direct) for the protection and preservation of the Work. The GMP and the Dates of Substantial or Final Completion shall be equitably adjusted by Change Document for the cost and delay resulting from any such suspension.

12.1.2 Any action taken by the Owner that is permitted by any other provision of the Contract Documents and that result in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If the Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Construction Manager may be deemed in default. If the Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Construction Manager a second notice to correct the default within a three (3) Day period. If the Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite and remove Construction Manager therefrom; (b) complete the Work utilizing reasonable means; (c) withhold payment due to the Construction Manager; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.1 In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to the Construction Manager, but shall give prompt written notice of such action to the Construction Manager following commencement of the action.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 12.2, the Construction Manager fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Construction Manager, and if applicable, the surety, that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to the Owner under section 12.2. If the Owner's costs arising out of the Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, the Construction Manager shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid GMP, the Owner shall pay the difference to the Construction Manager. If the Owner exercises its rights under this section, upon the request of the Construction Manager, the Owner shall furnish to the Construction Manager a detailed accounting of the costs incurred by the Owner.

12.3.2 If the Owner or Others perform work under this section, the Owner shall have the right to exclude Construction Manager from the site and take possession of and use any materials, supplies, and equipment belonging to the Construction Manager and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any

remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to the Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If the Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement, or if there has been a default and the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Agreement, or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 The Owner shall make reasonable efforts to mitigate damages arising from the Construction Manager's default, and shall promptly invoice the Construction Manager for all amounts due pursuant to sections 12.2 and 12.3.

12.3.5 If the Owner terminates this Agreement for default, and it is later determined that the Construction Manager was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 12.4.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon written notice to the Construction Manager, the Owner may, without cause, terminate this Agreement. The Construction Manager shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If the Owner terminates this Agreement pursuant to this section, the Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on Work not performed.

12.4.3 If the Owner terminates this Agreement, the Construction Manager shall:

12.4.3.1 execute and deliver to the Owner all papers and take all action required to assign, transfer, and vest in the Owner the rights of the Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as the Owner directs; and

12.4.3.4 sell at prices approved by the Owner any materials, supplies, and equipment as the Owner directs, with all proceeds paid or credited to the Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Upon seven (7) Days' written notice to the Owner, the Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of the Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or

12.5.1.3 suspension by the Owner for convenience pursuant to section 12.1.

12.5.2 In addition, upon seven (7) Days' written notice to the Owner, the Construction Manager may terminate this Agreement if the Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to section 4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over the Construction Manager's reasonable objection, or

12.5.2.3 fails to pay the Construction Manager in accordance with this Agreement and the Construction Manager has complied with section 10.6, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by the Construction Manager in accordance with this section, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination pursuant to this article, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If the Construction Manager continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall be entitled to submit such matter to the binding dispute resolution procedures selected herein.

13.3 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using:

the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;

[] the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
[] the current arbitration rules of [] and administered by [].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

[**X**] Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.3.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.3.2 VENUE The venue of any binding dispute resolution procedure shall be in Boise, Idaho.

13.3.3 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

13.3.4 An award entered in an arbitration proceeding pursuant to this Agreement shall be final and binding upon the Parties, and judgment may be entered upon an award in any court having jurisdiction.

13.4 MULTIPARTY PROCEEDING All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement and each and every provision is for the exclusive benefit of the Parties and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Construction Manager than this Agreement. If such assignment occurs, the Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW This Agreement shall be governed by the laws of the State of Idaho.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.8 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

14.9 ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION In accordance with Idaho Code Section 67-2346, Construction Manager, 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. 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 Consultant, Construction Manager, or Contractor having fewer than 10 employees.

14.10 CERTIFICATION REGARDING GOVERNMENT OF CHINA. In accordance with Idaho Code Section 67-2359, effective July 1, 2023, Constructor, 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.

14.11 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. In accordance with Idaho Code Section 67-2347A, Constructor., by entering into this Agreement, hereby certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. This section applies only to a contract that is between a public entity and a company with ten (10) or more fulltime employees and has a value of one hundred thousand dollars (\$100,000) or more that is to be paid wholly or partly from public funds of the public entity.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Exhibit A: CM/GC Preconstruction Services Proposal, dated [REDACTED]
- (b) Exhibit B: CCDC RFQ, dated [REDACTED]
- (c) Exhibit C: Construction Manager's Proposal to CCDC RFQ, dated [REDACTED]
- (d) Drawings: [REDACTED]
- (e) Specifications: [REDACTED]
- (f) Addenda: [REDACTED]
- (g) Owner Provided information: [REDACTED]
- (h) Other: [REDACTED]

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Construction Manager shall perform the Work as though fully described on both consistent with the Contract Documents and reasonably inferable.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings or specifications, the Construction Manager shall immediately submit the matter to the Owner and, if directed, to its Design Professional for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Dates of Substantial or Final Completion or Contract Price or dispute mitigation and resolution.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to subsection 15.2.2 the drawings, specifications, and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to subsection 3.15.4 or designated as a Contract Document in 15.1; (f) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered to be a conflict or inconsistency. If any provision of this Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provision of this Agreement governs, unless the other provision specifically refers to the provision it supersedes and replaces in this Agreement.

End of Agreement
Signatures appear on the following page.

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

OWNER: Capital City Development Corporation

BY: _____
John Brunelle, Executive Director

Date: _____

Approved as to Form:

Mary Watson, General Counsel

CONSTRUCTION MANAGER: _____

BY: _____

Date: _____

END OF DOCUMENT

SAMPLE

Budget Info / For Office Use	
Fund/District	
Account	
Activity Code	
PO #	
Due Date	
Termination	

ATTACHMENT C
FINAL EVALUATION TALLY



Final Evaluation Tally

RFQ: CM/GC SERVICES: 1010 W Jefferson Street Commercial Space and Public Parking Facility

March 10, 2025 - Resolution 1919

		Alpine Construction Management, LLC	Engineered Structures, Inc.	McAlvain Construction, Inc.	Okland Construction Company, Inc.	Petra, Inc.	Swinerton Builders
Category		Points	Points	Points	Points	Points	Points
Cover Sheet	0	0	0	0	0	0	0
Waiver/Release	0	0	0	0	0	0	0
Cover Letter	5						
Member #1		3	4	5	4	4	3
Member #2		3	3	4	4	4	4
Member #3		3	4	5	5	5	5
Member #4		4	4	4	4	4	5
Member #5		4	3	4	4	3	3
Member #6		4	3.5	4	4	4	4
Company Profile	15						
Member #1		9	13	14	15	12	13
Member #2		8	12	12	12	12	9
Member #3		5	12	15	15	13	12
Member #4		7	15	14	15	11	13
Member #5		10	8	14	14	10	11
Member #6		10	12	13	13.5	12	10
Proposed CMGC Project Team	20						
Member #1		12	18	18	18	16	18
Member #2		10	13	13	13	14	15
Member #3		8	13	19	18	11	14
Member #4		9	18	19	19	15	17
Member #5		15	18	18	15	14	18
Member #6		12	16	16	16.5	12	12
Relevant Experience & Past Performance	20						
Member #1		8	20	17	20	17	16
Member #2		10	14	13	14	14	13
Member #3		9	17	16	17	10	13
Member #4		9	19	17	18	15	18
Member #5		8	17	18	17	12	12
Member #6		7	15.5	15	17	13	12
Pre-Construction Services Approach, Work Plan & Schedule	25						
Member #1		18	22	23	24	22	20
Member #2		13	20	18	22	21	15
Member #3		6	17	20	23	17	18
Member #4		6	21	23	23	20	22
Member #5		20	22	23	21	19	21
Member #6		14	21	22	22	20.5	18
Project Management	15						
Member #1		11	13	15	15	11	13
Member #2		10	13	12	13	12	10
Member #3		7	12	13	14	9	8
Member #4		7	12	14	13	12	12
Member #5		11	9	12	13	13	13
Member #6		8	14	14	13	11	9
Total Points	600	318	488	516	528	444.5	449
Rank		6	3	2	1	5	4



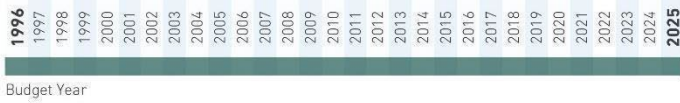
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DATE: March 10, 2025
TO: Latonia Haney Keith, Chair
 Board of Commissioners
FM: John Brunelle, Executive Director
RE: CCDC Monthly Report

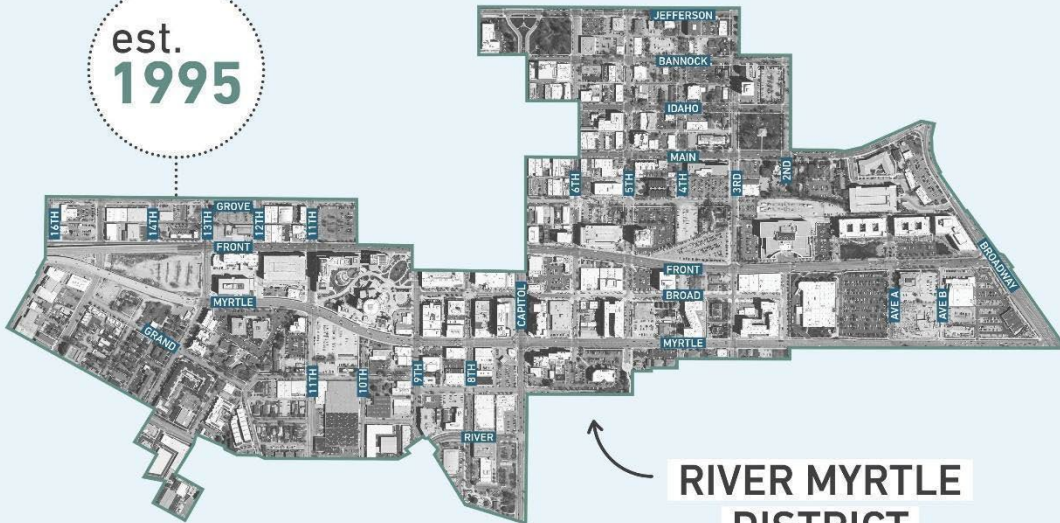
RIVER MYRTLE - OLD BOISE DISTRICT



303 ACRES



est.
1995



**RIVER MYRTLE
DISTRICT**

DISTRICT MAP



Economic Development

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

A partnership with Boise Parks and Recreation to upgrade CW Moore Park. The Agency is working with the Parks department to help fund the improvements, not to exceed \$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, 2024. Construction of eligible public improvements is complete, and the Agency issued 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*

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.



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

ROMB 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*

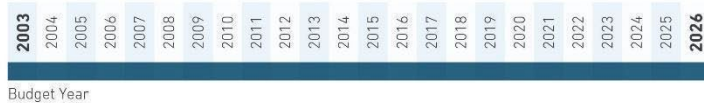
RMOB Public Art - Downtown Traffic Box Art - PP Type 4: Boise City Department of Arts & History has requested assistance to re-wrap traffic boxes that need replacement. There were fifteen traffic boxes in the River Myrtle-Old Boise District that required replacement. The project was designated as eligible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

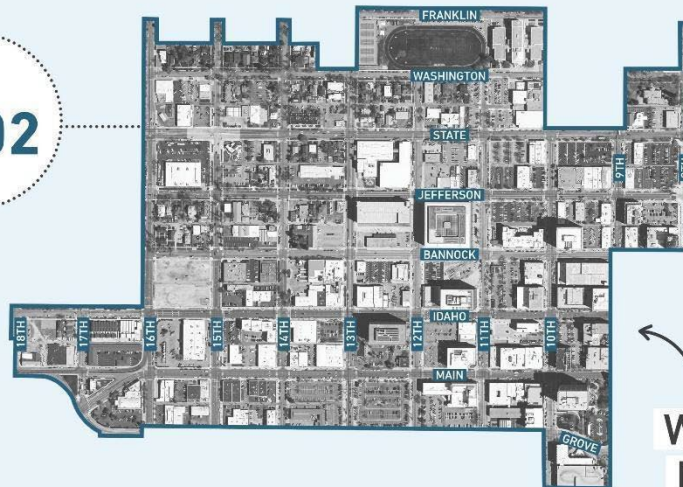
WESTSIDE DISTRICT



157 ACRES



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2002



WESTSIDE DISTRICT

DISTRICT MAP



Economic Development

1010 W. Jefferson St. – Commercial Space and Public 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 with 300-500 parking stalls and active ground floor uses. In January, the Agency completed a Request for Qualifications (RFQ) process and selected KPFF, Inc. to provide design services. Design work is underway. The Agency is working to select a CM/GC through a public RFQ, and the Board will be asked to approve a ranking at its March meeting. The Agency is also consulting with its Municipal Advisor to create a preliminary financial plan for the project and is evaluating options for ground floor development and disposition. *Project Lead: Alexandra Monjar*



1010 W. Jefferson St. – Existing Facilities: 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*

1015 Main St. - Smith Block Building - PP Type 1: This restoration project includes extensive facade renovation work sensitive to the historic nature of the building. The first-floor retail space will be renovated with the exterior of the building and includes window replacement, historically accurate awnings, and new storefront display windows and entry doors. The façade and interior improvements are complete and the Agency is reviewing the cost documentation required to issue reimbursement. *Project Lead: Kassi Brown*

1111 W. State Street (Agency Owned Property): Formerly known as Block 69 North, this half-block parcel was acquired by the Agency 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 is currently using the property as a construction staging area in support of multiple Agency Capital Improvements Projects throughout downtown. *Project Lead: Aaron Nelson*

1522 W. State St. - 16th & State - PP Type 2: This 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 includes workforce housing with 38 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

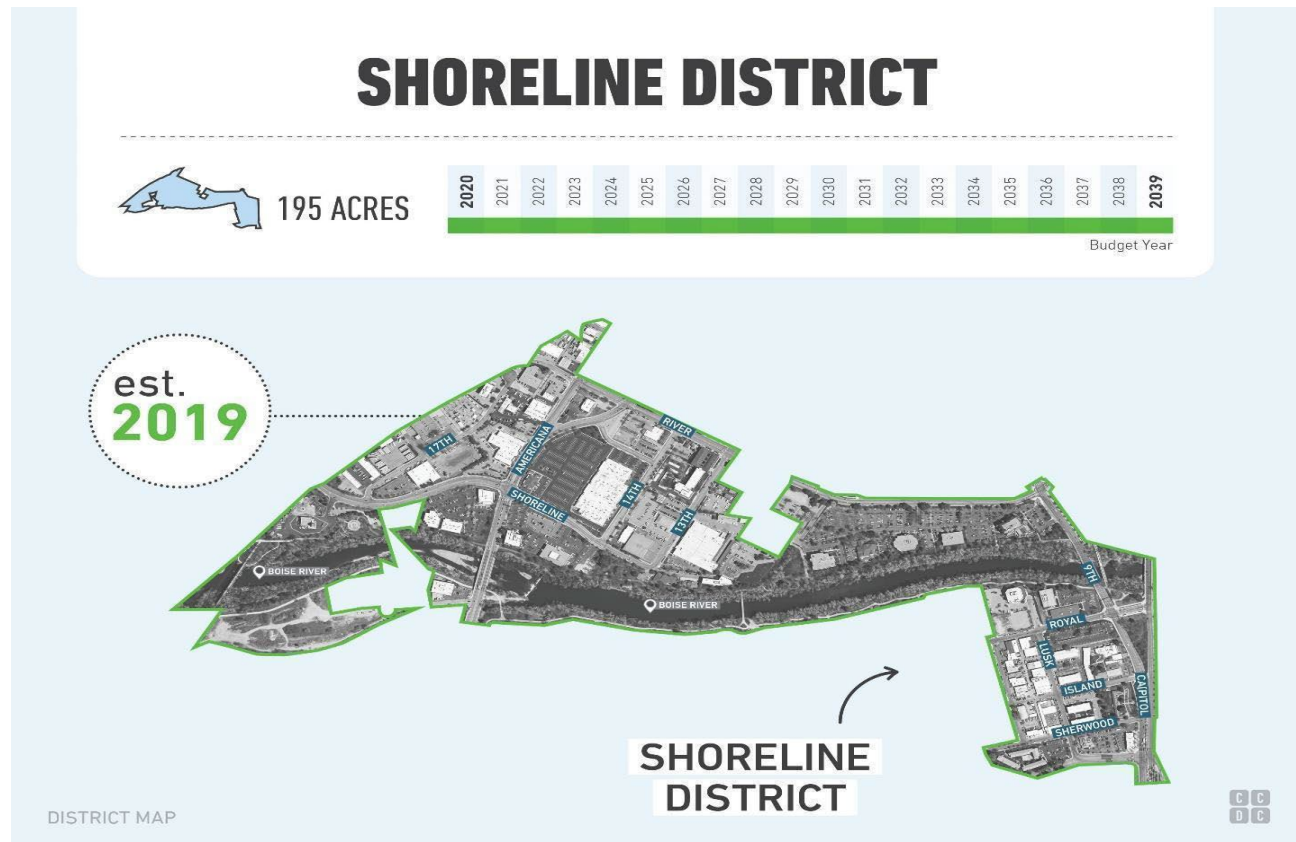
2618 W. Fairview Ave. - LOCAL Fairview - PP Type 2: Subtext plans to construct this seven-story, 271-unit, mixed-use project. The development will have approximately 8,500 square feet of ground floor commercial space with the existing Capri Restaurant retained and incorporated into the design. The public 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*



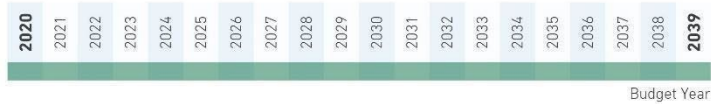
Economic Development

818 W. Ann Morrison Park Dr. - Capitol Student Housing - PP Type 2: The Gardner Company constructed 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 included streetscapes along Ann Morrison Park Drive, Lusk Street, and Sherwood Street. Utility upgrades and expansion work included upgrading and undergrounding power, new underground fiber, and the expansion of the sewer and water mainlines. Total Development Costs were 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. The Boise State lease has exempted the project from property taxes, and it is therefore no longer eligible for reimbursement through the Participation Program. *Project Lead: Corrie Brending*

GATEWAY EAST DISTRICT



2,643 ACRES



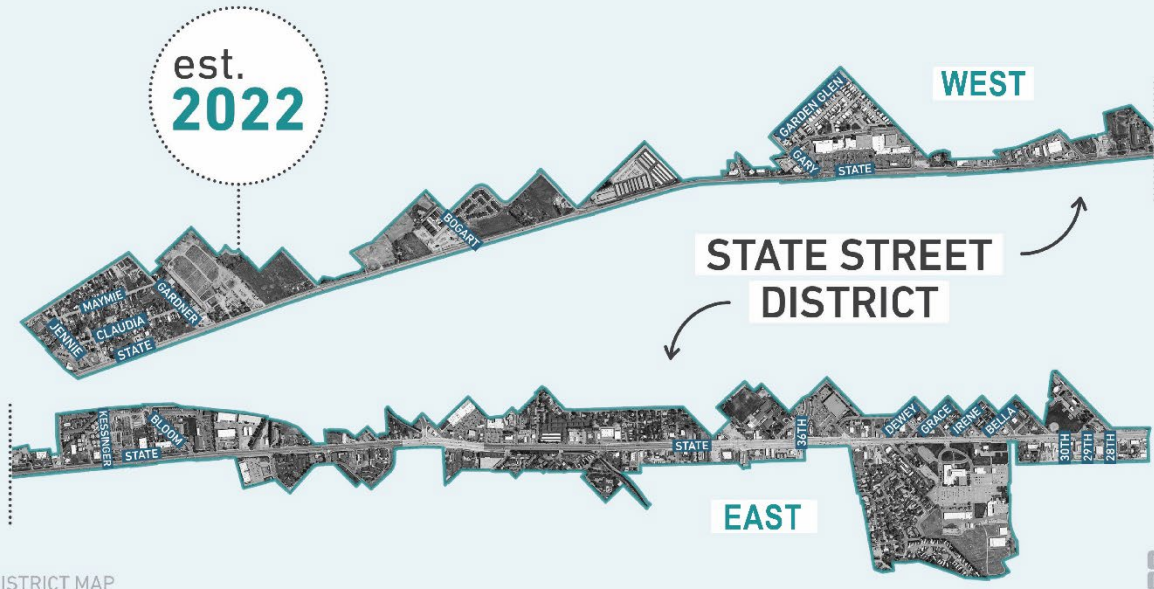
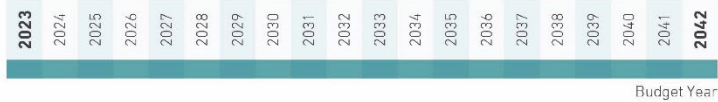
Economic Development

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*

STATE STREET DISTRICT



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 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 approved the Type 1 Agreement at the February 10, 2025 meeting and construction is underway. *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*

Capitol and Myrtle Garage Rout & Seal Repairs: 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 April. Anticipated construction start is April and project completion will be in the fall 2025. *Project Lead: Aaron Nelson*

10th & Front Garage Structural Repairs Phase 3: The Agency has hired Desman for 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 April 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 with an anticipated completion in fall 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 completed the design RFQ process and selected Cushing Terrell from its Architecture on-call list to provide design services. A CM/GC RFQ was issued on February 6, 2025 and SOQ submissions are due February 28, 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 20, 2023, at 1pm. Gold Members of Idaho Steelheads now park at the 9th & Main Garage. Minor column repair at ground level to be done by Hellman in October.	

ACME Fast Freight Condominium Association CCDC Contact: Zach Piepmeyer		
Member	Unit	Percent Interest
CCDC	11th & Front Parking Garage, 30.1% (Units 402, 403, 501, 502)	28.485%
Ball Ventures Ahlquist	11th & Front Parking Garage, 69.9% (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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