

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
May 9, 2016 12:00 p.m.

A G E N D A

I. **ALL TO ORDER**.....Chairman Hale

II. **AGENDA CHANGES/ADDITIONS**.....Chairman Hale

III. **CONSENT AGENDA**

A. Expenses

1. Approval of Paid Invoice Report – April 2016

B. Minutes and Reports

1. Approval of Meeting Minutes from March 29, 2016
2. Approval of Meeting Minutes from April 11, 2016

C. Other

1. Approval of Resolution 1441 Approval of T1 Participation Agreement for Riverstone Building (*NTE \$43,000, Board Reviewed 4/11/2016*)
2. Approval of Resolution 1442 Approval of T1 Participation Agreement for Idaho Self Storage (*NTE \$30,000, Board Reviewed 4/11/2016*)
3. Approval of Resolution 1443 Approval of T1 Participation Agreement for Paulsen Building (*NTE \$150,000, Board Reviewed 12/14/2015*)

IV. **ACTION ITEMS**

- 12:05 A. Resolution of Commendation (5min).....Chairman Hale
- 12:10 B. CONSIDER: Q2 / YTD Thru March 31, 2016 Financial Report (5min).....Ross Borden
- 12:15 C. CONSIDER: Ada County Assessor's Annual Report (10min).....Bob McQuade
- 12:25 D. CONSIDER: Public Hearing for Revised Garage Naming Policy (5min).....Chairman Hale
- 12:30 E. CONSIDER: Resolution 1445 Adopting Revised Garage Naming Policy (5min).....Max Clark
- 12:35 F. CONSIDER: CCDC Capital Improvement Plan 2016-2020 Amendment (5min).....Todd Bunderson
- 12:40 G. CONSIDER: Resolution 1440 Approve The Grove Plaza Renovation CMGC Contract Amendments: GMP-2 Additional Pre-construction Services and GMP-3 The Guaranteed Maximum Price for Construction Services (5min).....Doug Woodruff
- 12:45 H. CONSIDER: Resolution 1414 Master Agreement By and Between Greater Boise Auditorium District and Capital City Development Corp (5min).....Doug Woodruff
- 12:50 I. CONSIDER: Resolution 1444 Approval of T2 and T4 Participation Agreement for public improvements associated with the proposed Apartments at 5th and Idaho (5 min).....Shellan Rodriguez
- 12:55 J. CONSIDER: Resolution 1412 Approval of T3 Participation Agreement for Simplot/JUMP (5min)
.....Matt Edmond
- 1:00 K. CONSIDER: Resolution 1446 Approving the Termination Agreement and Mutual Release between CCDC and Civic Partners (5min).....John Brunelle

V. INFORMATION/DISCUSSION ITEMS

- 1:05

A. Operations Report (5min).....John Brunelle
- 1:10

B. Strategic Parking Plan Summary & Next Steps (10min).....Max Clark

1:20

VI. ADJOURN

This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).

Capital City Development Corp
ACH & Cash Disbursements Report
For the Period 04/01/2016 through 04/30/2016

Board Officer Review

Payee	Description	ACH Date	Amount
ABM/AMPCO Parking:			
Monthly Parkers ACH	Payments from Monthly Parkers	4/11/2016	(9,712.00)
ABM/AMPCO	Parking Operations & Admin Exp - FEB16	4/18/2016	126,442.28
	Total Parking		116,730.28
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	4/13/2016	11,656.23
Idaho State Tax Commission	State Payroll Taxes	4/13/2016	2,130.00
CCDC Employees	Direct Deposits Net Pay	4/13/2016	30,672.20
PERSI	Retirement Payment	4/13/2016	10,441.32
SUTA	Unemployment Taxes - 4th Quarter	4/5/2016	3,665.37
EFTPS - IRS	Federal Payroll Taxes	4/27/2016	12,299.64
Idaho State Tax Commission	State Payroll Taxes	4/27/2016	2,233.00
CCDC Employees	Direct Deposits Net Pay	4/27/2016	32,320.97
PERSI	Retirement Payment	4/27/2016	10,216.49
	Total Payroll		115,635.22
Other:			
Idaho Power (autopayment)	February electricity bills - AutoPay	4/20/2016	124.54
Boise City Utility Bills (autopayment)	March Utilities - AutoPay	4/26/2016	489.81
Valley Regional Transit	Local Match MMC	4/26/2016	35,914.54
US Bank Credit Cards	Credit Cards	4/5/2016	4,231.21
Paid Invoice's	Other Paid Invoice's	April 2015	388,328.42
Total Paid Invoices	Total Checks and Electronic payments		429,088.52
Grand Totals			\$ 661,454.02

Reviewed by:
Finance Director

Date:

5/3/2016

Reviewed by:
Executive Director

Date:

5/4/16

Reviewed by:
Board Member

Date:

5/5/16

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3871	ABC Stamp Signs & Award	0489542	Notary black stamp	04/01/2016	36.95	61799	04/26/2016
Total 3871:					36.95		
3659	Ada County Auditor	APRIL 2016	April 2016 Master Ground	04/01/2016	8,954.25	61800	04/26/2016
		APRIL 2016	April 2016 Surplus Ground	04/01/2016	9,815.25	61800	04/26/2016
Total 3659:					18,769.50		
1097	Advanced Sign Design	0061110-IN	One Way Sign, post, & Har	03/17/2016	208.50	61765	04/05/2016
Total 1097:					208.50		
1139	American Cleaning Service	49144	Trailhead Cleaning - 12 Mo	04/01/2016			
		49144	Trailhead Cleaning - 12 Mo	04/01/2016			
		49144	Trailhead Cleaning - 12 Mo	04/01/2016			
		49144	Trailhead Cleaning - 12 Mo	04/01/2016			
		49144	Trailhead Cleaning - 12 Mo	04/01/2016			
		49144	Trailhead Cleaning - 12 Mo	04/01/2016			
		49144	Trailhead Cleaning - 12 Mo	04/01/2016	892.10	61825	04/27/2016
Total 1139:					892.10		
3838	American Fire Protection L	7729	Monthly pump inspection &	04/01/2016	185.00	61801	04/26/2016
		7905	Monthly pump inspection &	03/31/2016	185.00	61801	04/26/2016
Total 3838:					370.00		
3559	Aurora Technical Consultin	2262	Cloud storage	04/01/2016	320.40	61766	04/05/2016
		2282A	New Laptop Computer for	04/21/2016	1,499.00	61826	04/27/2016
Total 3559:					1,819.40		
3770	AutoSort Mailing Services	83276	Postage - Postcards for Gr	03/17/2016	8,524.44	61802	04/26/2016
		83276	Postage - Postcards for Gr	03/17/2016	27.00-	61802	04/26/2016
Total 3770:					8,497.44		
1316	Blue Cross of Idaho	1606200027	Health Insurance - April 20	04/01/2016	17,751.98	61759	04/01/2016
Total 1316:					17,751.98		
1331	Boise Centre	8142-IN	Grove maintenance fee - A	04/01/2016	2,458.33	61767	04/05/2016
Total 1331:					2,458.33		
1385	Boise City Utility Billing	0447416001	848 Main St # 0447416001	04/01/2016	5.78	10213	04/26/2016
		0548469002	CD 107 S 9th-Trash servic	04/01/2016	206.98	10213	04/26/2016
		0548469002	RM 107 S 9th-Trash servic	04/01/2016	140.75	10213	04/26/2016
		0548469002	WS 107 S 9th-Trash servic	04/01/2016	66.23	10213	04/26/2016
		0584042003	1401 W Idaho St #0584042	04/01/2016	70.07	10213	04/26/2016
Total 1385:					489.81		

Auto pay

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
1418	Boise Metro Chamber of C	5763794	Annual Membership Dues	04/01/2016	450.00	61760	04/01/2016
	Total 1418:				450.00		
1424	Boise Office Equip - Servic	IN791609	Copier maintenance	04/01/2016	308.00	61768	04/05/2016
	Total 1424:				308.00		
1556	Caselle Inc.	71463	Contract support - April 20	04/01/2016	787.33	61761	04/01/2016
	Total 1556:				787.33		
3910	Chen, Joey	04.26.2016	2016 GFOA Annual Confer	04/26/2016	647.17	10210	04/26/2016
		04.26.2016	TVCFO Forum - Ross, Joe	04/26/2016	750.00	10210	04/26/2016
	Total 3910:				1,397.17		
3962	Clear Coast Restoration	03.23.2016	Cleanup at Trailhead	03/23/2016	578.81	61769	04/05/2016
	Total 3962:				578.81		
3474	Cloverdale Plumbing Comp	40108	Trailhead Plumbing Repair	03/16/2016	1,903.58	61770	04/05/2016
		40167	Trailhead Plumbing Repair	03/23/2016	652.00	61770	04/05/2016
	Total 3474:				2,555.58		
3702	CNA Surety	62752819N	Sarah J. Notary Bond 6275	04/20/2016	60.00	61827	04/27/2016
	Total 3702:				60.00		
1643	Community Planning Asso	216083	FY16 3rd qtr Membership	04/01/2016	2,110.00	61803	04/26/2016
	Total 1643:				2,110.00		
1703	CSHQA	28479	Final Design, Construction	03/31/2016	53,733.17	61804	04/26/2016
		28479	Updated Renderings - Gro	03/31/2016	1,870.00	61804	04/26/2016
		28479	Grove Plaza Renovation D	03/31/2016	10.92	61804	04/26/2016
		28480	5th Street Julia Davis Park	03/31/2016	1,505.44	61804	04/26/2016
	Total 1703:				57,119.53		
1787	Downtown Boise Associati	1257	CD Clean Team	03/31/2016			
		1257	RM Clean Team	03/31/2016	1,491.67	61805	04/26/2016
		1257	WS Clean Team	03/31/2016			
		1257	CD Clean Team	03/31/2016			
		1257	WS Clean Team	03/31/2016			
		1257	CD Clean Team	03/31/2016	2,193.63	61805	04/26/2016
		1257	WS Clean Team	03/31/2016	701.96	61805	04/26/2016
		1258	8th St Clean Team	03/31/2016	546.00	61805	04/26/2016
	Total 1787:				4,933.26		
1838	Elam & Burke P.A.	161646	101-0 Personnel Issues	02/29/2016	60.00	61771	04/05/2016
		161647	30th Street	02/29/2016	128.00	61771	04/05/2016
		161648	Afton Project	02/29/2016	119.00	61771	04/05/2016
		161649	Multi-Modal Center/Grove	02/29/2016	2,273.00	61771	04/05/2016
		161650	CD Closeout	02/29/2016	393.00	61771	04/05/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		161652	101-0 Personnel Issues	02/29/2016	34.00	61771	04/05/2016
		161653	Civic Partners Developmen	02/29/2016	680.00	61771	04/05/2016
		161654	1401 W Idaho Property Dis	02/29/2016	68.00	61771	04/05/2016
		161655	GBAD Projects	02/29/2016	1,732.00	61771	04/05/2016
		161656	Parcel B Hotel Project	02/29/2016	80.00	61771	04/05/2016
		161657	401- Parking Matters	02/29/2016	1,449.00	61771	04/05/2016
		161658	101-0 General	02/29/2016	624.90	61771	04/05/2016
		161659	CD Property Management	02/29/2016	200.00	61771	04/05/2016
		161660	305-1 RM Implement	02/29/2016	225.00	61771	04/05/2016
		161662	101-0 - Legislation	02/29/2016	280.00	61771	04/05/2016
		161663	305-2 Westside	02/29/2016	40.00	61771	04/05/2016
		161707	Athlos Building	02/29/2016	40.00	61771	04/05/2016
Total 1838:					8,405.90		
1892	FedEx	5-361-66707	Shipments	03/24/2016	14.83	61772	04/05/2016
Total 1892:					14.83		
1898	Fiberpipe	1817-17223	Email, Audio, & Domain	04/01/2016	64.90	61773	04/05/2016
Total 1898:					64.90		
3807	FreedomVoice Systems	2016-040105	Monthly Service	04/01/2016	535.14	61774	04/05/2016
Total 3807:					535.14		
3931	Gjording Fouser	15671	Legal Services for Constr	03/01/2016	518.00	61775	04/05/2016
		15755	Legal Services for Constr	03/31/2016	92.50	61806	04/26/2016
Total 3931:					610.50		
3805	Herb Huskinson	ADDENDUM	6 months office rent April 1	04/01/2016	3,600.00	61776	04/05/2016
Total 3805:					3,600.00		
3732	Hi Tech Color LLC	81811	DBA Handhouts	04/21/2016	119.00	61828	04/27/2016
Total 3732:					119.00		
2129	Idaho Blueprint & Supply C	399800	Georges , Broad Street, BI	04/01/2016	135.72	61777	04/05/2016
Total 2129:					135.72		
2165	Idaho Power	2200406607	9th St outlets #220040660	03/31/2016	3.54	10212	04/20/2016
		2200910368	617 S Ash #2200910368	03/31/2016	10.75	10212	04/20/2016
		2201627995	9th & State # 2201627995	03/31/2016	3.54	10212	04/20/2016
		2202934903	8th St lights #2202934903	03/31/2016	73.85	10212	04/20/2016
		2205983212	Grove Vault #2205983212	03/31/2016	32.86	10212	04/20/2016
		2221856442	1401 W Idaho 2221856442	03/31/2016	166.07	61807	04/26/2016
Total 2165:					290.61		
3900	Idaho Records Manageme	0113941	Records Storage	04/04/2016	80.04	61808	04/26/2016
Total 3900:					80.04		

Auto Pay

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
2186	Idaho Statesman	263244 MAR	Legal Notices	03/31/2016	275.11	61809	04/26/2016
Total 2186:					275.11		
3965	In The Bag Promotions Inc.	5330	CCDC Branded Apperal Or	03/28/2016	1,085.25	61778	04/05/2016
Total 3965:					1,085.25		
2240	Intermountain Gas Compa	5563033000	Watercooler Gas Bill	04/20/2016	153.72	61829	04/27/2016
		5563033000	Watercooler Gas Bill	03/22/2016	147.42	61779	04/05/2016
		6948213000	617 Ash St #69482130007	03/23/2016	14.52	61779	04/05/2016
		6948213000	617 Ash St #69482130007	04/21/2016	9.76	61829	04/27/2016
Total 2240:					325.42		
3966	Involta	16405	Website Hosting Services	04/01/2016	812.00	61780	04/05/2016
Total 3966:					812.00		
3808	Jed Split Creative	1725	Business Cards - Laura	04/07/2016	90.25	61810	04/26/2016
Total 3808:					90.25		
2288	Jensen Belts	1561-3	8th Street Corridor Master	03/31/2016	15,322.76	61811	04/26/2016
		1565-2	Truncated Domes at Garag	03/31/2016	676.88	61811	04/26/2016
		1603-2	2016 LIV District Public Infr	03/31/2016	16,566.75	61811	04/26/2016
Total 2288:					32,566.39		
3913	Kimley-Horn and Associate	191934001-0	Strategic Parking Plan	03/31/2016	294.32	61812	04/26/2016
		191934001-0	Strategic Parking Plan	03/31/2016	3,751.68	61812	04/26/2016
		191934006-0	Idaho Power Parking Cons	03/31/2016	2,650.00	61812	04/26/2016
		191934008-0	On-Off Street Parking Coor	03/31/2016	16,714.47	61812	04/26/2016
		191934010-0	Parcel B Garage Study	03/31/2016	755.00	61812	04/26/2016
		191934012-0	Parking Resource Allocatio	03/31/2016	752.50	61812	04/26/2016
Total 3913:					24,917.97		
3819	Level 3 Communications L	42878702	Internet & Data	03/17/2016	669.20	61781	04/05/2016
		43479763	Internet & Data	04/17/2016	669.20	61830	04/27/2016
Total 3819:					1,338.40		
3958	Office Savers	0010623-001	Office and Kitchen Supplie	02/09/2016	149.84	61782	04/05/2016
		0011425-001	Office Supplies	04/12/2016	71.98	61813	04/26/2016
		0011432-001	Office Supplies	04/12/2016	25.99	61813	04/26/2016
		11298-001	Office and Kitchen Supplie	04/04/2016	48.86	61813	04/26/2016
		11539-001	Office and Kitchen Supplie	04/20/2016	92.82	61831	04/27/2016
Total 3958:					389.49		
3813	Oliver Russell	21167	Park-BOI.com and related	03/28/2016	57.85	61783	04/05/2016
Total 3813:					57.85		
3957	Olympic Foundry	M51296	Tree Grates - CD	04/20/2016	2,270.34	61814	04/26/2016
		M51296	Tree Grates - RMOB	04/20/2016	2,270.33	61814	04/26/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		M51296	Tree Grates - WS	04/20/2016	2,270.33	61814	04/26/2016
	Total 3957:				6,811.00		
3899	Pavement Specialties of Id	10848	Restripe 8th Street - 2016	04/03/2016	1,625.00	61815	04/26/2016
	Total 3899:				1,625.00		
3511	Power Wash Plus	7489	8th Street Washing	03/31/2016	1,648.80	61784	04/05/2016
	Total 3511:				1,648.80		
2774	Pro Care Landscape Mana	7109	5th & Front Spring Clean	03/24/2016	120.00	61785	04/05/2016
		7110	617 Ash Street Cleanup	03/24/2016	95.00	61785	04/05/2016
		7111	9th and Grove Plaza	03/24/2016	197.00	61785	04/05/2016
		7112	Pioneer Street Green	03/24/2016	85.00	61785	04/05/2016
	Total 2774:				497.00		
3938	Pusher Construction Inc.	DRAW #5	Pioneer Pathway Phase 3	03/22/2016	54,160.00	61786	04/05/2016
	Total 3938:				54,160.00		
2798	Quadrant Consulting Inc.	8671	Grove Plaza - Update Surv	03/21/2016	750.00	61787	04/05/2016
	Total 2798:				750.00		
3896	Rim View LLC	APRIL 2016	Monthly Rent and NNN - Tr	04/01/2016	12,085.02	61762	04/01/2016
	Total 3896:				12,085.02		
2888	Roper Investments	MARCH 201	Capitol Terrace Condo billi	03/31/2016	5,139.01	61816	04/26/2016
	Total 2888:				5,139.01		
3796	Scheidt & Bachmann USA	24178	Parking Equipment Repair	03/23/2016	784.80	61817	04/26/2016
	Total 3796:				784.80		
3542	Security LLC - Plaza 121	APRIL 2016	Office rent - April 2016	04/01/2016	9,884.62	61763	04/01/2016
	Total 3542:				9,884.62		
3029	State Insurance Fund	13382390	Workers Comp	03/28/2016	1,059.00	61788	04/05/2016
	Total 3029:				1,059.00		
3242	Suez Water Idaho	0600357562	Grove & 10th #060035756	03/14/2016	51.77	61789	04/05/2016
		0600634762	617 Ash St water #060063	03/14/2016	23.21	61789	04/05/2016
		0600855412	400 S 15th St irrigation # 0	03/14/2016	29.54	61789	04/05/2016
	Total 3242:				104.52		
3923	Trailhead	1115	Century Link - 11/4/2015 St	02/29/2016	129.89	Multiple	Multiple
		1115	Century Link - 10/13/2015	02/29/2016	129.90	Multiple	Multiple
		1115	Century Link - 11/19/2015	02/29/2016	129.87	Multiple	Multiple
		1115	BCUB - 12/01/2015 Statem	02/29/2016	57.29	Multiple	Multiple

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		1115	Idaho Power - 12/04/2015	02/29/2016	248.06	Multiple	Multiple
		1115	Century Link - 01/11/2016	02/29/2016	429.94	Multiple	Multiple
		1115	BCUB - 02/01/2016 Statem	02/29/2016	224.63	Multiple	Multiple
		1115	Century Link - 02/04/2016	02/29/2016	248.38	Multiple	Multiple
		1115	Century Link - 02/11/2016	02/29/2016	428.40	Multiple	Multiple
		1115	Idaho Power - 02/03/2016	02/29/2016	269.73	Multiple	Multiple
		1115	Idaho Power - 02/03/2016	02/29/2016	233.76	Multiple	Multiple
		1115	Int. Gas - 02/22/2016 State	02/29/2016	397.71	Multiple	Multiple
		1115	Int. Gas - 02/22/2016 State	02/29/2016	235.61	Multiple	Multiple
		1115 CREDI	Century Link - Credit Mem	03/01/2016	1,496.38-	61818	04/26/2016
		1116	R&M INV#1084, #1096, #1	02/29/2016	24,999.00	61790	04/05/2016
Total 3923:					26,665.79		
3505	Travelers	0106481466	Crime Policy	03/24/2016	562.00	61791	04/05/2016
Total 3505:					562.00		
3170	Treasure Valley Coffee Inc.	04416368	Cooler Rental	03/22/2016	75.00	61792	04/05/2016
		04435100	Coffee & tea	04/04/2016	152.20	61819	04/26/2016
		04456675	Water & Cooler Rental	04/19/2016	75.00	61819	04/26/2016
Total 3170:					302.20		
3964	Tree Fort LLC	DAMAGE DE	Damage Deposit Returned	03/29/2016	500.00	61793	04/05/2016
Total 3964:					500.00		
3233	United Heritage	02014-001 A	Disability insurance - April	04/01/2016	505.71	61794	04/05/2016
Total 3233:					505.71		
3479	US Bank - Copier Lease	300575842	Copier Contr #500-037566	04/01/2016	421.88	61795	04/05/2016
Total 3479:					421.88		
3835	US Bank - Credit Cards	03.25.2016	RB - Survey Monkey - Dep	03/25/2016	26.00	10208	04/05/2016
		03.25.2016	JB - Linked-In - Premium M	03/25/2016	29.99	10208	04/05/2016
		03.25.2016	MC - Alias Coffee - Bagels	03/25/2016	21.12	10208	04/05/2016
		03.25.2016	MC - TRavelocity - IPI COn	03/25/2016	4.00	10208	04/05/2016
		03.25.2016	ME - ULI - Idaho - Moving	03/25/2016	20.00	10208	04/05/2016
		03.25.2016	BH - PODS - Storage	03/25/2016	176.14	10208	04/05/2016
		03.25.2016	BH - Idaho DMV - Toyota	03/25/2016	155.99	10208	04/05/2016
		03.25.2016	BH - Office Depot - Bleach	03/25/2016	9.94	10208	04/05/2016
		03.25.2016	BH - PODS - Storage	03/25/2016	176.14	10208	04/05/2016
		03.25.2016	SJ - Flatbread - Exec. Com	03/25/2016	73.54	10208	04/05/2016
		03.25.2016	DL - Berryhill - Real Estate	03/25/2016	52.70	10208	04/05/2016
		03.25.2016	DL - Asiago's - CCDC Tea	03/25/2016	258.27	10208	04/05/2016
		03.25.2016	DL - ULI Idaho - Max Clark	03/25/2016	40.00	10208	04/05/2016
		03.25.2016	DL - Boise Metro Chamber	03/25/2016	349.00	10208	04/05/2016
		03.25.2016	DL - ULI Idaho - Pat Shalz	03/25/2016	30.00	10208	04/05/2016
		03.25.2016	DL - Mixed Greens - Going	03/25/2016	4.51	10208	04/05/2016
		03.25.2016	DL - Albertson - Kitchen Su	03/25/2016	11.64	10208	04/05/2016
		03.25.2016	DL - HRATV Annual Confe	03/25/2016	175.00	10208	04/05/2016
		03.25.2016	DL - Zeppole - Work Ann.	03/25/2016	27.53	10208	04/05/2016
		03.25.2016	DL - FLOWers at Will - Shell	03/25/2016	78.90	10208	04/05/2016
		03.25.2016	DL - Berryhill - Board Meeti	03/25/2016	104.50	10208	04/05/2016

ACH

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		03.25.2016	DL - GoDaddy.com - Grove	03/25/2016	101.02	10208	04/05/2016
		03.25.2016	DL - FLOWERS at Will - Sara	03/25/2016	78.90	10208	04/05/2016
		03.25.2016	DL - B&H Photo - Sound E	03/25/2016	484.49	10208	04/05/2016
		03.25.2016	DL - FLOWERS at Will - Peg	03/25/2016	100.10	10208	04/05/2016
		03.25.2016	DL - Albertson - Kitchen Su	03/25/2016	6.98	10208	04/05/2016
		03.25.2016	DL - Amazon.com - Kitche	03/25/2016	12.99	10208	04/05/2016
		03.25.2016	DL - HRATV - Membership	03/25/2016	100.00	10208	04/05/2016
		03.25.2016	DL - Amazon.com - Books	03/25/2016	41.10	10208	04/05/2016
		03.25.2016	DL - Amazon.com - Books	03/25/2016	190.00	10208	04/05/2016
		03.25.2016	KM - ULI Idaho - Doug Wo	03/25/2016	30.00	10208	04/05/2016
		03.25.2016	KM - Pollo Ret - Finance D	03/25/2016	22.46	10208	04/05/2016
		03.25.2016	SR - ULI Idaho - MOving P	03/25/2016	20.00	10208	04/05/2016
		03.25.2016	LW - ULI Idaho - Housing T	03/25/2016	25.00	10208	04/05/2016
		03.25.2016	LW - Grove Brick Gift Certs	03/25/2016	180.00	10208	04/05/2016
		03.25.2016	LW - Boise Planning & Dev	03/25/2016	23.26	10208	04/05/2016
		03.25.2016	LW - Boise Planning & Dev	03/25/2016	965.00	10208	04/05/2016
		03.25.2016	BH - DBA - Gift Card new	03/25/2016	25.00	10208	04/05/2016
Total 3835:					4,231.21		
3864	USI Idaho Kibble & Prentic	1844935	D&O Liability Insurance	03/29/2016	35,510.00	61796	04/05/2016
Total 3864:					35,510.00		
3266	Valley Regional Transit	18395	Local Capital - March - MM	03/31/2016	1,654.38	10211	04/26/2016
		18442	Local Capital - March - MM	03/31/2016	34,260.16	10211	04/26/2016
Total 3266:					35,914.54		
3841	VoiceText Communications	03.06.16-316	Conference calls	03/06/2016	9.13	61797	04/05/2016
		03.13.16-329	Conference calls	03/13/2016	9.13	61797	04/05/2016
		03-31-16-363	Conference calls	03/31/2016	19.04	61820	04/26/2016
		04.17.16-429	Conference calls	04/17/2016	7.09	61832	04/27/2016
		04-10-16-415	Conference calls	04/10/2016	6.91	61820	04/26/2016
Total 3841:					51.30		
3365	Westerberg & Associates	184	Legislative Advisement Ser	03/31/2016	5,000.00	61798	04/05/2016
Total 3365:					5,000.00		
3374	Western States Equipment	WO0702536	Bldg 8 generator monthly i	03/27/2016	260.23	61821	04/26/2016
Total 3374:					260.23		
3852	Worrell Communications L	3089A	Strategic Communications	03/31/2016	1,562.00	61822	04/26/2016
		3089B	The Grove Brick Program	03/31/2016	1,062.50	61822	04/26/2016
		3089B	The Grove Brick Program	03/31/2016	1,062.50	61822	04/26/2016
		3089B	The Grove Brick Program	03/31/2016	1,062.50	61822	04/26/2016
		3090	West End Strategic Comm	03/31/2016	1,062.50	61822	04/26/2016
Total 3852:					3,687.00		
3419	Zimmer Gunsul Frasca Arc	96286	Broad Street Improvement	03/01/2016	7,700.00	61823	04/26/2016
		96605	Broad Street Improvement	03/01/2016	3,536.49	61823	04/26/2016
		96985	Broad Street Improvement	03/01/2016	20.60	61823	04/26/2016
		96986	Broad Street Improvement	03/01/2016	3,213.00	61823	04/26/2016

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		97642	Broad Street Improvement	03/01/2016	8,820.00	61823	04/26/2016
		97643	Broad Street Improvement	03/01/2016	101.34	61823	04/26/2016
Total 3419:					23,391.43		
3967	Zions Bank	ZIONS BANK	Zions Drive-Up Expense R	03/31/2016	230.00	61824	04/26/2016
Total 3967:					230.00		
Grand Totals:					429,088.52		

Report Criteria:

Detail report type printed

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
March 29, 2016 2:00 p.m.

I. CALL TO ORDER:

Chairman Hale convened the meeting with a quorum at 2:03 p.m.

Present were: Commissioner David Eberle, Commissioner Pat Shalz, Commissioner Stacy Pearson, Commissioner Lauren McLean, Commissioner John Hale and Commissioner David Bieter. Commissioner Dana Zuckerman and Commissioner Ryan Woodings were absent

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Facilities Director; Ross Borden, Finance Director; Doug Woodruff, Project Manager; Shellan Rodriguez, Project Manager; Matt Edmond, Project Manager; and Deah LaFollette, Executive Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes.

III. ACTION ITEM

A. CONSIDER: Resolution 1436 approving a Supplemental Amendment to the Amended and Restated Development Agreement between CCDC and the Greater Boise Auditorium District for the Greater Boise Auditorium District Expansion Project

Ross Borden, CCDC Finance Director, gave a report.

Commissioner Eberle moved to adopt Resolution 1436 approving the Second Amendment to the Amended and Restated Development Agreement between the Agency and the Greater Boise Auditorium District. Commissioner McLean seconded the motion.

All said Aye. The motion carried 6-0.

B. CONSIDER: Resolution 1435 authorizing Lease Revenue Bonds, Series 2016 (Greater Boise Auditorium District Expansion Project), approving Bond Purchase Agreement and Letter of Representations with U.S. Bancorp Investments, Inc., approving form of Lease, Assignment of Purchase Agreement, Deed of Trust, and Option to Purchase

Ross Borden, CCDC Finance Director, gave a report.

Eric Heringer, Piper Jaffray, gave a report.

Ryan Armbruster, Elam & Burke, gave a report.

Danielle Quade, Hawley Troxell, gave a report.

Kurt Kaufman, Sherman & Howard, gave a report.

Chair Hale opened the meeting to the public at 2:46 p.m. There was no public comment made and no written comment received. The public hearing was closed at 2:47 p.m.

Commissioner Eberle moved to adopt Resolution 1435 authorizing Lease Revenue Bonds, Series 2016 (Greater Boise Auditorium District Expansion Project) and approving the Bond Purchase Agreement with U.S. Bancorp Investments, Inc., and approving the form of Lease, Assignment of Purchase Agreement, Deed of Trust and Option to Purchase. Commissioner Shalz seconded the motion.

All said Aye. The motion carried 6-0.

C. CONSIDER: Resolution 1437 Amended and Restated Property Use Agreement

Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner Eberle moved to adopt Resolution 1437 Amending and Restating the Property Use Agreement for the City Center Plaza project. Commissioner Shalz seconded the motion.

All said Aye. The motion carried 6-0.

D. CONSIDER: Resolution 1438 Grove Plaza Outdoor Dining Standards Policy

Doug Woodruff, CCDC Project Manager, gave a report.

Commissioner Eberle moved to adopt Resolution 1438 approving the Grove Plaza Outdoor Dining Area Standards and authorizing the Chair, Vice-Chair, or Executive Director to execute necessary documents to implement and enforce the Standards and any associated license agreements. Commissioner McLean seconded the motion.

All said Aye. The motion carried 6-0.

IV. ADJOURNMENT

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

All said Aye. 6-0

The meeting was adjourned at 3:10 p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE ____ day of _____, 2016.

John Hale, Chair

Pat Shalz, Secretary

MINUTES OF REGULAR MEETING
BOARD OF COMMISSIONERS
CAPITAL CITY DEVELOPMENT CORPORATION
121 N. 9th St., Conference Room
Boise, ID 83702
April 11, 2016 12:00 p.m.

I. CALL TO ORDER:

Chairman Hale convened the meeting with a quorum at 12:03 p.m.

Present were: Commissioner David Eberle, Commissioner Dana Zuckerman, Commissioner Pat Shalz, Commissioner Stacy Pearson, Commissioner Ryan Woodings, Commissioner Lauren McLean, Commissioner David Bieter, and Commissioner John Hale.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Facilities Director; Mary Watson, Contracts Manager; Peggy Breski, Contracts Specialist; Doug Woodruff, Project Manager; Shellan Rodriguez, Project Manager; Karl Woods, Project Manager; Laura Williams, Project Specialist; Deah LaFollette, Administrative Assistant. Also present was Agency legal counsel, Ryan Armbruster.

II. AGENDA CHANGES/ADDITIONS:

There were no changes/additions to the agenda.

III. CONSENT AGENDA:

Commissioner Zuckerman moved to approve the consent agenda. Commissioner Eberle seconded the motion.

The consent agenda included:

- A. Expenses
 - 1. Approval of Paid Invoice Report – March 2016
- B. Reports
 - 1. Approval of Meeting Minutes from March 14, 2016
- C. Other
 - 1. Approval of Resolution 1439 T1 Participation Agreement for The Sturiale Café, LLC

All said Aye. The motion carried 8-0

IV. ACTION ITEM

A. CONSIDER: T1 Designation for Mixed Use Office Retail/ Dormitory at 13th and River

Shellan Rodriguez, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to direct staff to negotiate a Type 1 Participation Agreement for the proposed Riverstone Building for future Board review and approval. Commissioner Shalz seconded the motion.

The motion carried 8-0.

B. CONSIDER: T1 Designation for Idaho Self Storage at 13th and River

Shellan Rodriguez, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to direct staff to negotiate a Type 1 Participation Agreement for the proposed Idaho Self Storage for future Board review and approval. Commissioner Shalz seconded the motion.

The motion carried 8-0.

V. INFORMATION/DISCUSSION ITEMS:

A. Legislative Update

Ryan Armbruster, CCDC Legal Counsel, gave a report.

B. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VI. EXECUTIVE SESSION

A motion was made by Commissioner Zuckerman to go into an executive session at 12:43 p.m. to deliberate regarding acquisition of an interest in real property which is not owned by a public agency [Idaho Code 74-206 (1)(c)] Communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code 74-206(1)(f)] Commissioner Shalz seconded the motion. A roll call vote was taken:

Commissioner Eberle; Aye
Commissioner Hale; Aye
Commissioner Zuckerman; Aye
Commissioner Shalz; Aye
Commissioner Pearson; Aye
Commissioner Woodings; Aye
Commissioner McLean; Aye
Commissioner Bieter; Aye

The motion carried 8-0.

Communications ensued to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Communications ensued to discuss acquisition of real property which is not owned by a public agency.

Commissioner Hale left the meeting at 1:10p.m.

EXECUTIVE SESSION ADJOURNMENT

A motion was made by Commissioner Eberle to adjourn executive session at 1:52p.m. and return to the public meeting. Commissioner McLean seconded the motion. A roll call vote was taken:

Commissioner Eberle; Aye

Commissioner Zuckerman; Aye

Commissioner Shalz; Aye

Commissioner Pearson; Aye

Commissioner Woodings; Aye

Commissioner McLean; Aye

Commissioner Bieter; Aye

The motion carried 7-0.

VII. REGULAR MEETING ADJOURNMENT

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

All said Aye. 7-0

The meeting was adjourned at 1:52p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE ____ day of _____, 2016.

John Hale, Chair

Pat Shalz, Secretary



AGENDA BILL

Agenda Subject: Resolution No. 1441		Date: 5/9/2016
Approval of the Type 1 Streetscape Grant Participation Agreement for public improvements associated with the Riverstone Building, a mixed use (office/ retail and dormitory) project, located at 1257 W. River Street within the River Myrtle URD.		
Staff Contact: Shellan Rodriguez	Attachments: 1) Resolution No. 1441	
Action Requested: Adopt Resolution No. 1441 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with ABRI Partners, LLC.		

Background:

The Riverstone Building is being developed by ABRI Partners, LLC. The LLC was formed for the purpose of developing and managing this particular project. The mixed use building includes four stories and nearly 18,000 s.f. of gross building area. Office and retail will be located on the first floor (apprx. 6,400 s.f.) and the dormitory will be on the 2-4th floors. The dormitory is intended to house exchange students who attend the Riverstone International School.

ABRI Partners, LLC is requesting CCDC assistance through the Type 1 Streetscape Grant Program for public streetscape improvements on 13th Street and West River Street as well as some alley improvements not-to-exceed \$43,000. Improvements include lighting, landscaping, alley improvements and consolidated curb cuts. The streetscapes are designed to be consistent with the Downtown Design Standards and Guidelines.

In April 2016, the CCDC Board of Commissioners designated this project as a Type 1 Participation Project and there have been no substantive project changes since that time.

Project Summary & Timeline:

- Located 13th and River Street (River Myrtle URA)
- 18,000 SF of office, retail, dormitory space
- 35 surface parking spaces
- \$3.7 Million estimated Total Development Costs
- November 2015: Design Review Approval Received
- February 2016: Building Permits Received
- April 2016: CCDC Board designated as Type 1 Project
- Late 2016: Construction completion

Fiscal Notes:

The project has requested \$43,000 and, the Agreement has a not-to-exceed amount of \$43,000.

This request falls within the budgeted amount for Type 1 Streetscape Grants specified in the Five Year CIP in the River Myrtle District for FY 2016.

Preliminary estimates indicate the project will generate approximately \$21,000 annually in tax increment revenue after completion beginning in fiscal 2018, with a total of approximately \$190,000 over the life of the District. This assumes the entire building remains taxable.

Staff Recommendation:

Adopt Resolution No. 1441 approving and authorizing the execution of the Type1 Streetscape Grant Participation Agreement with ABRI Partners, LLC.

Suggested Motion:

I move to adopt Resolution No. 1441 authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with ABRI Partners, LLC.

RESOLUTION NO. 1441

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
APPROVING THE TYPE 1 PARTICIPATION AGREEMENT
BETWEEN THE AGENCY AND ABRI PARTNERS, LLC;
AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR
EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT
AND ANY NECESSARY DOCUMENTS, SUBJECT TO
CERTAIN CONTINGENCIES; AUTHORIZING ANY
TECHNICAL CORRECTIONS TO THE AGREEMENTS; 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, a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency");

WHEREAS, the Agency, a public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented for the purpose of financing the undertaking of any urban renewal project (collectively the "Act");

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan");

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

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");

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;

WHEREAS, ABRI Partners, LLC ("Riverstone"), owns or controls certain real property (the "Site") located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as created by the River Myrtle-Old Boise Plan;

WHEREAS, Riverstone intends on building an 18,000 SF mixed-use building for retail and dormitory use (the “Project”);

WHEREAS, the Agency has in place a Participation Program which includes T-1 Assistance Program under which the Agency reimburses developers for construction of public improvements;

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type-1 Participation Program Agreement and exhibits thereto (“Agreement”) with Riverstone whereby Riverstone will construct the Project and the Agency will reimburse Riverstone for constructing public improvements as specified in the Agreement;

WHEREAS, the Agency deems it appropriate to approve the Agreement; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreements and to authorize the Chairman, Vice-Chairman or Executive Director to execute the Agreement;

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

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

Section 2: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency’s legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the May 9, 2016, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 9, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on May 9, 2016.

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

4844-0346-7569, v. 1



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and ABRI Partners, LLC ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 1257 W. River Street, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including an 18,000 square foot mixed use building with approximately 6,500 SF of retail space, 11,500 SF of dormitory space, and 35 surface parking spaces (the "Participant's Project").

B. As part of the Participant's Project, Participant intends to construct certain street and streetscape improvements in the public right-of way adjacent to the Project Site (the "Streetscape Project"). The Streetscape Project is more accurately depicted on attached **Exhibit B**.

C. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Design Standards and Guidelines ("Streetscape Standards") to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, Westside Downtown, and 30th Street Area urban renewal districts.

D. The Participant's Project and the Streetscape Project are located in the River-Myrtle-Old Boise Urban Renewal District ("River Myrtle District"). The CCDC Board of Commissioners and Boise City Council have adopted the River Myrtle-Old Boise Urban Renewal Project (the "Plan") which includes streetscape standards for the River Myrtle District.

E. The Streetscape Project includes improvements to the public right-of-way that are consistent with the Streetscape and Furnishing Standards in the Plan. The Streetscape Project will contribute to enhancing and revitalizing the River Myrtle District.

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first. At CCDC's sole discretion an extension may be granted for a period not to exceed one year.
2. **Construction of the Streetscape Project.** Participant agrees to construct the Streetscape Project consistent with the following:
 - a. The Streetscape Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape and Furnishing Standards adopted as part of the Plan.
 - b. The Parties agree that the Streetscape Project is depicted on **Exhibit B**, with cost estimates for eligible items described in the Schedule of Eligible Streetscape and Infrastructure Costs in **Exhibit C** ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.
3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Streetscape Project. CCDC acknowledges that the Schedule of Eligible Streetscape and Infrastructure Costs attached as **Exhibit C** is an estimate by Contractor and that actual costs for the Streetscape Project, as well as each line item of cost, may be more or less than is shown.
4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Streetscape Project meets the requirements of this Agreement. CCDC shall provide Participant with written confirmation that the Streetscape Project has been completed in compliance with this Agreement.
 - a. At CCDCs sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance.
5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for eligible costs in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Streetscape Project is complete and shall include:

- a. Schedule of values that includes line items for the Streetscape Project improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Streetscape Project in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. Additional documentation or clarifications may be required and requested by CCDC.

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

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

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed \$43,000. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

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

- a. CCDC provides written confirmation to the Participant that the Streetscape Project has been constructed in compliance with this Agreement. CCDC may require proof of completion at CCDC's sole discretion.
- d. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.

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

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

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

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

- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

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

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

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

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

If to Participant: Rick Nesor, Managing Member
8312 W Northview, Suite 120
Boise, ID 83704
208-322-5390
rick@visserbuilding.com

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

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

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

Exhibit A	Project Site Map
Exhibit B	Streetscape Project Plan
Exhibit C	Schedule of Eligible Streetscape and Infrastructure Costs

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

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

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

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

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

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

CCDC:

CCDC: the urban renewal agency of the City of Boise, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

ABRI Partners, LLC

Rick Naser, Managing Member

Date _____

APPROVED AS TO FORM

Exhibits

- A: Project Site
- B: Streetscape Project
- C: Schedule of Eligible Streetscape and Infrastructure Costs

Exhibit A: Project Site Map

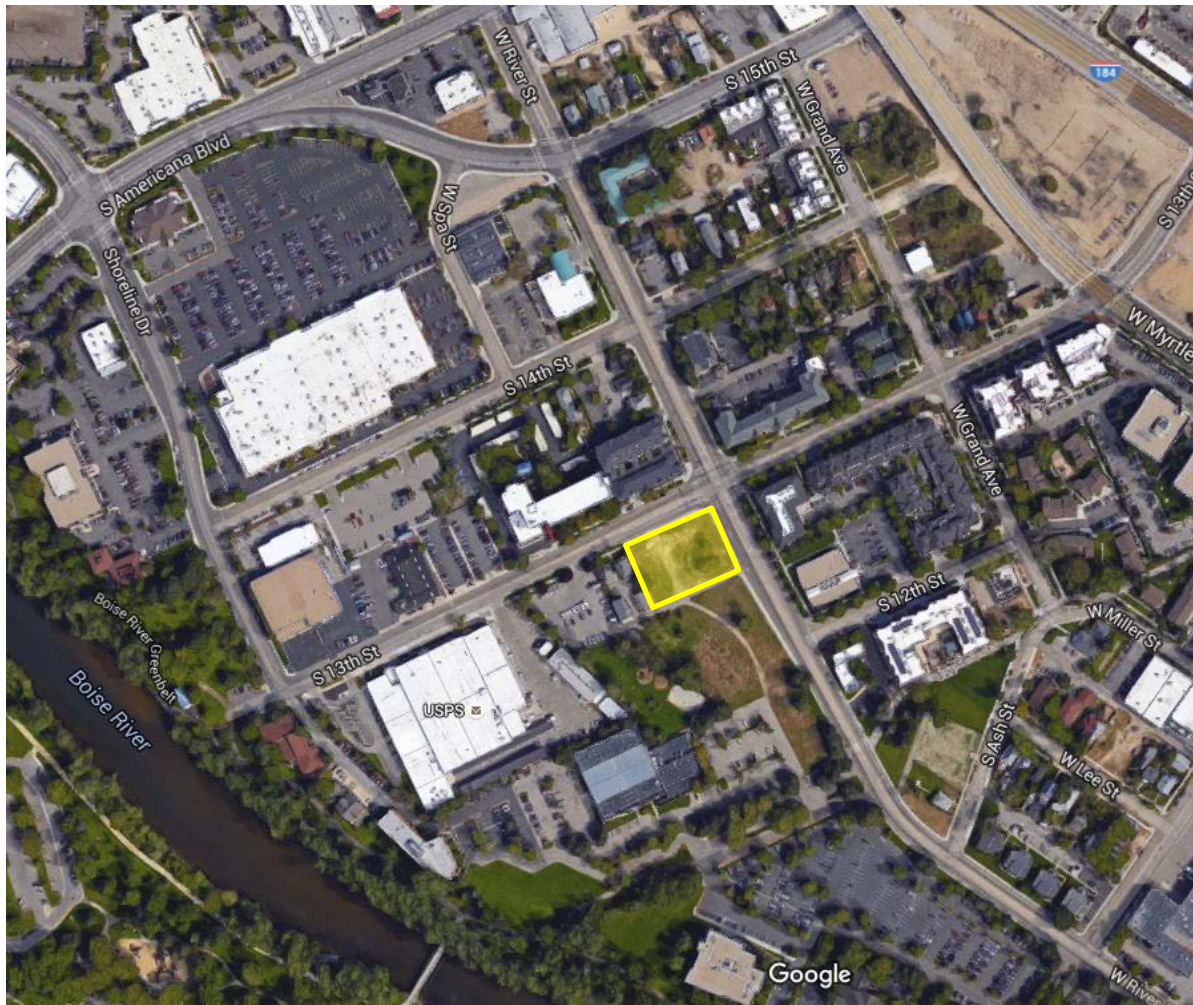


Exhibit B: Streetscape Improvement Plan

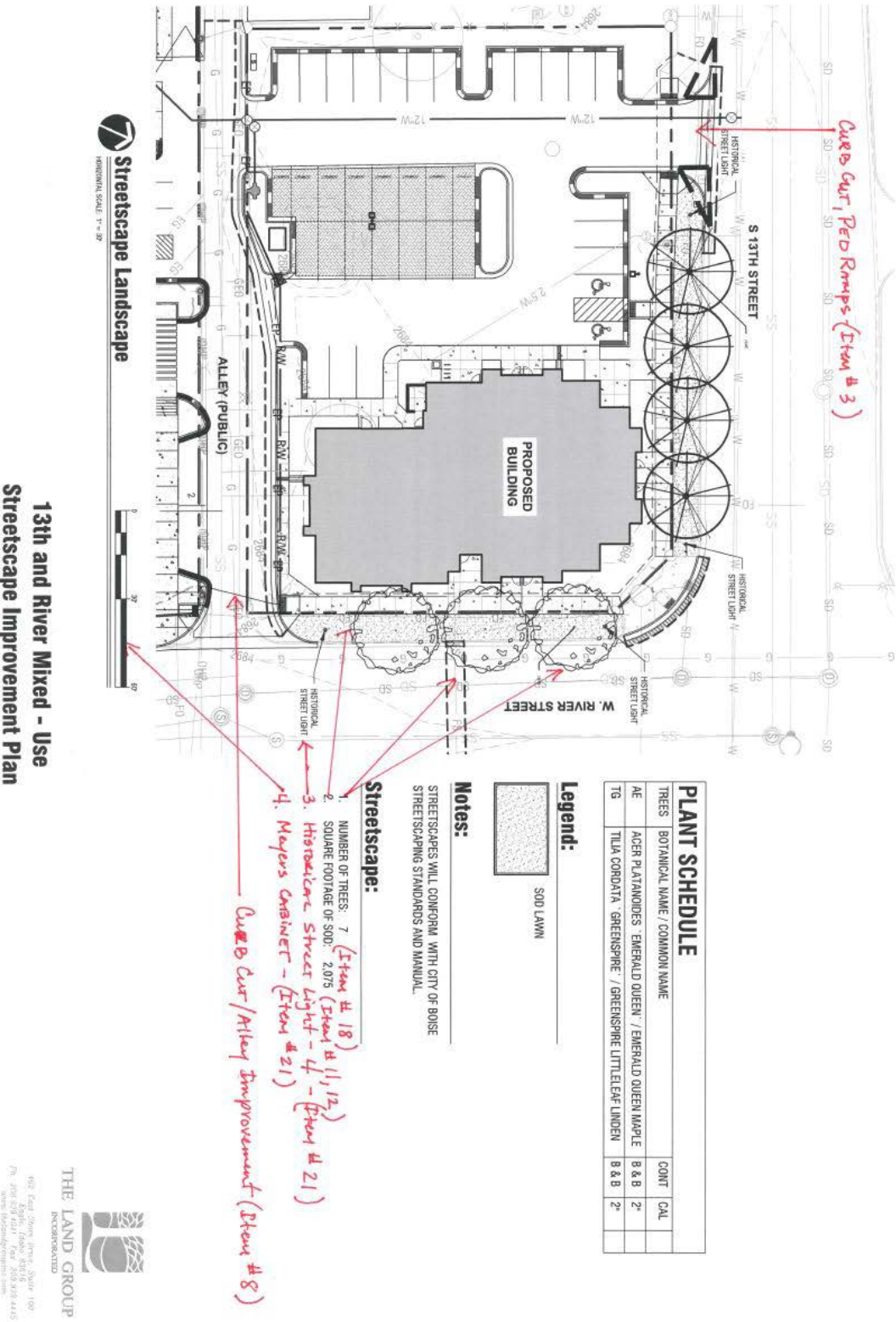


Exhibit C: Schedule of Eligible Costs

REV. 9-14-2015

CCDC Participation Program T1 Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC				
<i>Project Name: The Riverstone Building / 13th and River Mixed Use</i>	<i>Plan Date: 2/3/16</i>	<i>Prepared By: RN</i>		
STREETSCAPE: (In right-of-way)				
	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:				
1 Surface demolition	0	0	0	0
2 Asphalt demolition - Included in surface demo	0	0	0	0
3 Curb Cut - replace curb and gutter, ped ramps - 13th St.	1	0	1	4,750
4 Saw cut - Included in surface demo	0	0	0	0
5 Replace subbase	0	0	0	0
6 Stand alone tree removal	0	0	0	0
ALLEY IMPROVEMENT WORK:				
7 Scored concrete sidewalk - Base Prep and Concrete	0	0.00	0	0
8 Curb Cut (River St.)/Ped Ramps/Asphalt in Alley	1	0	3,840	12,930
9 Pedestrian ramp	0	0	0	0
10 Truncated dome	0	0	0	0
11 Lawn parkway	1	2,542	0.32	813
12 Irrigation	1	1,775	1	1,775
OTHER:				
13 Asphalt repair	0	0	0	0
14 Concrete curb cut	0	0	0	0
15 Vertical curb and gutter (6")	0	0	0	0
16 Meyers cabinet - Included in Historical Lights	0	0	0	0
17 Water meter	0	0	0	0
SITUATIONAL FURNISHINGS:				
18 Street trees, grading, and bark mulch	1	2,641	1	2,641
19 Tree grates & frames	0	0	0	0
20 Trench drain cover	0	0	0	0
21 Historic street lights	1	19,865	1	19,865
22 Bench	0	0	0	0
23 Bike rack	0	0	0	0
24 Litter receptacle	0	0	0	0
25 Pre-cast planter	0	0	0	0
OTHER:				
26 Utility Poles/Utility Undergrounding	0	0	0	0
27 TBD	0	0	0	0
TOTAL ELIGIBLE COSTS:				42,774
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.				



AGENDA BILL

Agenda Subject: Resolution No. 1442		Date: 5/09/2016
Approval of the Type 1 Streetscape Grant Participation Agreement for public improvements associated with the Idaho Self Storage facility located at 1201 W. River Street within the River Myrtle URD.		
Staff Contact: Shellan Rodriguez	Attachments: 1) Resolution No. 1442	
Action Requested: Adopt Resolution No. 1442 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with ISS River Partners, LLC.		

Background:

Idaho Self Storage is being developed by ISS River Partners, LLC. The LLC was formed for the purpose of developing and managing this particular project. Collectively the partners (including Visser Construction, WFG Investments LLC, Morningstar Holdings, LLC and Blue Rock Development) have over 85 years as combined experience in design, development, and construction of commercial and residential projects including 500,000 s.f. of self-storage. The storage building includes 432 units and almost 45,000 of gross building square feet fronting West River Street.

ISS River Partners, LLC. is requesting CCDC assistance through the Type 1 Streetscape Grant Program for public streetscape improvements on West River Street as well as some alley improvements not too exceed \$30,000. Improvements include lighting, landscaping, and sidewalks. The streetscapes are designed to be consistent with the Downtown Design Standards and Guidelines.

In April 2016, the CCDC Board of Commissioners designated this project as a Type 1 Participation Project and there have been no substantive project changes since that time.

Project Summary & Timeline:

- Located 1201 West River Street (River Myrtle URA/ LIV District)
- 45,000 SF of storage unit space
- 5 surface parking spaces
- \$3.5 Million estimated Total Development Costs
- May 2015: Approved by City Council (Special exception)
- June 2015: Approved Design Review Committee
- August 2015: Building Permits

- April 2016: CCDC Board Designated this project as a Type 1 Project
- May 2016: Estimated Completion

Fiscal Notes:

The project has requested \$30,000 and, the Agreement has a not-to-exceed amount of \$30,000.

This request falls within the budgeted amount for Type 1 Streetscape Grants specified in the Five Year CIP in the River Myrtle District for FY 2016.

Preliminary estimates indicate the project will generate approximately \$20,000 annually in tax increment revenue after completion beginning in fiscal 2018, with a total of approximately \$180,000 over the life of the district.

Staff Recommendation:

Adopt Resolution No. 1442 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with ISS River Partners, LLC.

Suggested Motion:

I move to adopt Resolution No. 1442 authorizing the execution of the Type1 Streetscape Grant Participation Agreement with ISS River Partners, LLC.

RESOLUTION NO. 1442

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
APPROVING THE TYPE 1 PARTICIPATION AGREEMENT
BETWEEN THE AGENCY AND ISS RIVER PARTNERS, LLC;
AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR
EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT
AND ANY NECESSARY DOCUMENTS, SUBJECT TO
CERTAIN CONTINGENCIES; AUTHORIZING ANY
TECHNICAL CORRECTIONS TO THE AGREEMENTS; 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, a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency");

WHEREAS, the Agency, a public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented for the purpose of financing the undertaking of any urban renewal project (collectively the "Act");

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan");

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

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");

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;

WHEREAS, ISS River Partners, LLC ("Idaho Self Storage"), owns or controls certain real property (the "Site") located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as created by the River Myrtle-Old Boise Plan;

WHEREAS, Idaho Self Storage intends on building an 45,000 SF self-storage facility (the “Project”);

WHEREAS, the Agency has in place a Participation Program which includes T-1 Assistance Program under which the Agency reimburses developers for construction of public improvements;

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is a Type-1 Participation Program Agreement, and exhibits thereto (“Agreement”) with Idaho Self Storage whereby Idaho Self Storage will construct the Project and the Agency will reimburse Idaho Self Storage for constructing public improvements as specified in the Agreement;

WHEREAS, the Agency deems it appropriate to approve the Agreement; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreements and to authorize the Chairman, Vice-Chairman or Executive Director to execute the Agreement;

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

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

Section 2: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency’s legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the May 9, 2016, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 9, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on May 9, 2016.

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

4843-7004-4209, v. 1



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and ISS River Partners, LLC ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 1201 W. River Street, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including an approximately 45,000 square foot storage facility with approximately 432 storage units (the "Participant's Project").

B. As part of the Participant's Project, Participant intends to construct certain street and streetscape improvements in the public right-of way adjacent to the Project Site (the "Streetscape Project"). The Streetscape Project is more accurately depicted on attached **Exhibit B**.

C. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Design Standards and Guidelines ("Streetscape Standards") to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, Westside Downtown, and 30th Street Area urban renewal districts.

D. The Participant's Project and the Streetscape Project are located in the River-Myrtle-Old Boise Urban Renewal District ("River Myrtle District"). The CCDC Board of Commissioners and Boise City Council have adopted the River Myrtle-Old Boise Urban Renewal Project (the "Plan") which includes streetscape standards for the River Myrtle District.

E. The Streetscape Project includes improvements to the public right-of-way that are consistent with the Streetscape and Furnishing Standards in the Plan. The Streetscape Project will contribute to enhancing and revitalizing the River Myrtle District.

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first. At CCDC's sole discretion an extension may be granted for a period not to exceed one year.
2. **Construction of the Streetscape Project.** Participant agrees to construct the Streetscape Project consistent with the following:
 - a. The Streetscape Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape and Furnishing Standards adopted as part of the Plan.
 - b. The Parties agree that the Streetscape Project is depicted on **Exhibit B**, with cost estimates for eligible items described in the Schedule of Eligible Streetscape and Infrastructure Costs in **Exhibit C** ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.
3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Streetscape Project. CCDC acknowledges that the Schedule of Eligible Streetscape and Infrastructure Costs attached as **Exhibit C** is an estimate by Contractor and that actual costs for the Streetscape Project, as well as each line item of cost, may be more or less than is shown.
4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Streetscape Project meets the requirements of this Agreement. CCDC shall provide Participant with written confirmation that the Streetscape Project has been completed in compliance with this Agreement.
 - a. At CCDCs sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance.
5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for eligible costs in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Streetscape Project is complete and shall include:

- a. Schedule of values that includes line items for the Streetscape Project improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Streetscape Project in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. Additional documentation or clarifications may be required and requested by CCDC.

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

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

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed \$30,000. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

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

- a. CCDC provides written confirmation to the Participant that the Streetscape Project has been constructed in compliance with this Agreement. CCDC may require proof of completion at CCDC's sole discretion.
- d. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.

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

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

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

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

- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

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

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

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

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

If to Participant: Rick Nesor, Managing Member
8312 W Northview, Suite 120
Boise, ID 83704
208-322-5390
rick@visserbuilding.com

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

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

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

Exhibit A	Project Site Map
Exhibit B	Streetscape Project Plan
Exhibit C	Schedule of Eligible Streetscape and Infrastructure Costs

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

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

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

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

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

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

CCDC:

CCDC: the urban renewal agency of the City of Boise, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

ISS River Partners, LLC

Rick Naser, Managing Member

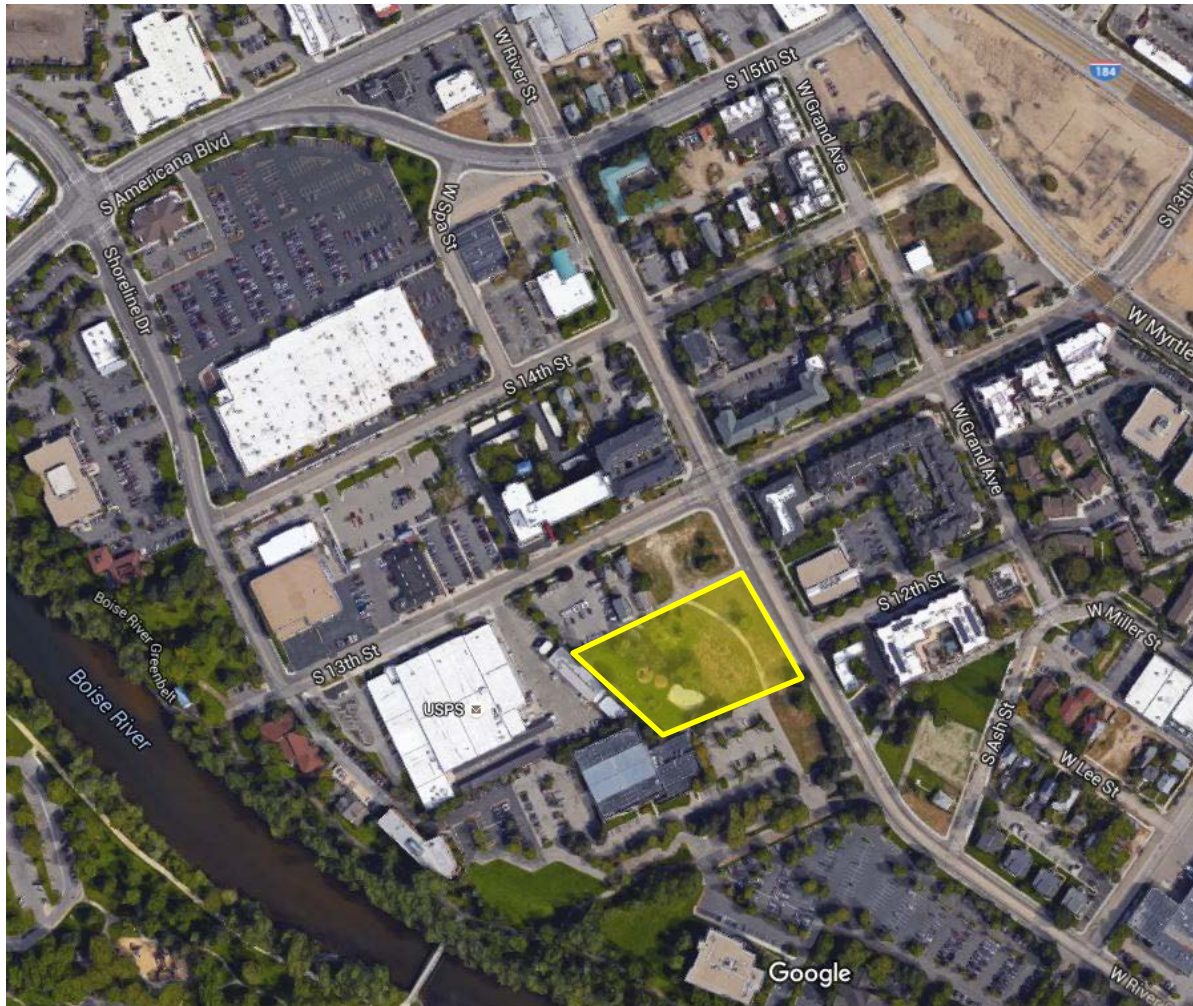
Date _____

APPROVED AS TO FORM

Exhibits

- A: Project Site
- B: Streetscape Project
- C: Schedule of Eligible Streetscape and Infrastructure Costs

Exhibit A: Project Site Map



Streetscape Landscape
HORIZONTAL SCALE: 1" = 30'

PLANT SCHEDULE				
TREES	BOTANICAL NAME / COMMON NAME	COUNT	GAL	SIZE
TG	TILIA CORDATA - GREENSPIRE / GREENSPIRE LITTLELEAF LINDEN	8 & 8	2"	
EVERGREEN TREES	BOTANICAL NAME / COMMON NAME	COUNT	GAL	SIZE
PB	PNUS ARIATA / BRISTLECONE PINE	8 & 8		6'
PF	PNUS FLEXILIS 'VANDERWOLF' S PYRAMID / VANDERWOLF S PYRAMID PINE	8 & 8		6'
PNA	PNUS INGRA / AUSTRIAN BLACK PINE	8 & 8		6'
SHRUBS	BOTANICAL NAME / COMMON NAME	COUNT	GAL	
CX	CALAMAGROSTIS X ACUTILEFLOA 'KARL FROENSTER' / FEATHER REED GRASS	2 GAL		
FG	FESTUCA GLAUCA / BLUE FESCUE	1 GAL		
HO	HEMEROCALLIS X STELLA DE ORO / STELLA DE ORO DANTILY	1 GAL		
MP	MISCANTHUS SINENSIS 'PURPURESCENS' / FLAME GRASS	1 GAL		

SOD LAWN
Irrigation - (ITEM # 12, 13)

STREETSCAPES WILL CONFORM WITH CITY OF BOISE
STREETSCAPING STANDARDS AND MANUAL.

1. NUMBER OF TREES: 7 (Item # 19)
2. SQUARE FOOTAGE OF SIDEWALK: 1,300 (Item # 8)
3. SQUARE FOOTAGE OF SOD: 1,756 (Item # 12)
4. Historic Street Lights: 3 (Item # 22)

Exhibit C: Schedule of Eligible Costs

REV. 9-14-2015

CCDC Participation Program T1 Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC				
Project Name: <i>Idaho Self Storage- River</i>	Plan Date: <i>7/23/15</i>	Prepared By: <i>RN</i>		
STREETSCAPE: (In right-of-way)				
	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:				
1 Surface demolition	1	1,754	1	1,754
2 Asphalt demolition - Included in surface demo	0	0	0	0
3 Curb and gutter demolition - Included in surface demo	0	0	0	0
4 Saw cut - Included in surface demo	0	0	0	0
5 Replace subbase	0	0	0	0
6 Stand alone tree removal	0	0	0	0
SIDEWALK WORK:				
8 Scored concrete sidewalk - Base Prep and Concrete	0	3.98	1,390	5,532
9 Dry laid brick	0	0	0	0
10 Pedestrian ramp	2	700	2	1,400
11 Truncated dome - Included in ped ramps	0	0	0	0
12 Lawn parkway	1	1,941	0.32	621
13 Irrigation	1	1,753	1	1,753
OTHER:				
14 Asphalt repair	0	0	0	0
15 Concrete curb cut	0	0	0	0
16 Vertical curb and gutter (6")	0	0	0	0
17 Meyers cabinet - Included in Historical Lights	0	0	0	0
18 Water meter	0	0	0	0
SITUATIONAL FURNISHINGS:				
19 Street trees, shrubs, grading, and bark mulch	1	3,445	1	3,445
20 Tree grates & frames	0	0	0	0
21 Trench drain cover	0	0	0	0
22 Historic street lights	1	15,083	1	15,083
23 Bench	0	0	0	0
24 Bike rack	0	0	0	0
25 Litter receptacle	0	0	0	0
26 Pre-cast planter	0	0	0	0
OTHER:				
27 Utility Poles/Utility Undergrounding	0	0	0	0
28 TBD	0	0	0	0
TOTAL ELIGIBLE COSTS:				29,588
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.				



AGENDA BILL

Agenda Subject: Resolution No. 1443 Approval of the Type 1 Streetscape Grant Participation Agreement for the reimbursement of public utility improvements within the alley ROW adjacent to the Paulsen Building, located at 515 and 519 W. Idaho Street within the River Myrtle URD.		Date: 5/9/2016
Staff Contact: Shellan Rodriguez	Attachments: 1) Resolution No. 1443	
Action Requested: Adopt Resolution No. 1443 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Five One Five, LLC.		

Background:

Five One Five, LLC managed by Eileen Langan Barber owns the historic building commonly referred to as the Paulsen Building or the Davies Reid Building at 515 W. Idaho Street. There is a historic carriage house located directly behind the main building which is addressed as 519 W. Idaho Street. Five One Five, LLC and David Ruby, TAO Architects, are completing an extensive renovation of both buildings and the site. The project includes substantial building code upgrades, structural modifications, new restrooms, the creation of a dance studio and converting the carriage house into a residential use. The main building includes a state of the art floating hardwood dance floor which will be used by various social dance groups, many of whom are non-profit organizations. A wine bar, lounge area and a food menu is also envisioned for the space. There is interest in displaying historical information about the building's design and use as well. The carriage house is proposed as an 'artist in residency' apartment.

CCDC Board approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Program. The Type 1 program is intended to, "assist smaller projects on their own schedule, often triggered by a tenant improvement." The grant will reimburse for up to \$150,000 of eligible expenses, undergrounding power lines that currently run across the property and along the adjacent alley. Above ground power lines are often an impediment to achieving urban densities due to setback requirements leading to height restrictions.

The renovation project is scheduled to be complete in July of 2016. Due to the nature of the utility lines, Idaho Power would prefer that the lines located in the alley be relocated at the same time as the proposed improvements taking place as part of an adjacent project, 5th and Idaho Apartments. The development team is coordinating with the neighboring property owner and ID Power to complete the utility and alley improvements concurrently. The CCDC Type 1

Reimbursement will correspond with the adjacent development project, likely summer or fall of 2017. In the event the neighboring residential project does not move forward with their portion of the utility relocation the applicant may also decide not to move forward.

The public improvements requested for reimbursement are within the public alley ROW adjacent to the project area. The eligible improvements include undergrounding utility lines and moving the transformers to a location that adds value the surrounding businesses, and the future of the neighboring properties.

Project Summary & Timeline:

- Renovation of historic Paulsen/Davis Reed building and associated carriage house for art and cultural uses
- \$950,000 in renovation costs
- Requesting \$150,000 to pay for undergrounding utility lines
- June 2015: Building Permits awarded
- December 2015: CCDC Board Designated this project as a Type 1 Project
- June 2016: Estimated Project Completion

Fiscal Notes:

The Agreement will not exceed \$150,000 for undergrounding utility lines in the alley, public right of way. This request is within the budgeted amount for Type 1 projects specified in the 5-year CIP for the River Myrtle URD for FY 2016.

Although it is difficult to estimate how this type of project will be assessed because of the unique nature of the uses, based on the construction value it could generate approximately \$11,000 annually in increment after completion (FY 2018) and a total of about \$90,000 through the term of district in 2025.

Staff Recommendation:

Adopt Resolution No. 1443 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement for Five One Five, LLC.

Suggested Motion:

I move to adopt Resolution No. 1443 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement for Five One Five, LLC.

RESOLUTION NO. 1443

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 1 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND FIVE ONE FIVE, LLC; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; 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, a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency");

WHEREAS, the Agency, a public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented for the purpose of financing the undertaking of any urban renewal project (collectively the "Act");

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan");

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

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");

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;

WHEREAS, Five One Five, LLC ("Five One Five"), owns or controls certain real property (the "Site") located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as created by the River Myrtle-Old Boise Plan;

WHEREAS, Five One Five intends on renovating the historic Paulsen Building for commercial use and the associated carriage house for residential use (the "Project");

WHEREAS, the Agency has in place a Participation Program which includes T-1 Assistance Program under which the Agency reimburses developers for construction of public improvements;

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type-1 Participation Program Agreement and exhibits thereto ("Agreement") with Five One Five whereby Five One Five will construct the Project and the Agency will reimburse Five One Five for constructing public improvements as specified in the Agreement;

WHEREAS, the Agency deems it appropriate to approve the Agreement; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreements and to authorize the Chairman, Vice-Chairman or Executive Director to execute the Agreement;

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

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

Section 2: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the May 9, 2016, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 9, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on May 9, 2016.

APPROVED:

By _____
Chairman

ATTEST:

By _____
Secretary



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and Five One Five, LLC ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 515 and 519 W. Idaho Street, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including historic renovation of the Paulsen Building for commercial use and the associated carriage house for residential use (the "Participant's Project").

B. As part of the Participant's Project, Participant intends to construct certain street and streetscape improvements in the public right-of way adjacent to the Project Site (the "Streetscape Project"). The Streetscape Project is more accurately depicted on attached **Exhibit B**.

C. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Design Standards and Guidelines ("Streetscape Standards") to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, and Westside Downtown urban renewal districts.

D. The Participant's Project and the Streetscape Project are located in the River Myrtle- Old Boise Downtown Urban Renewal District ("RM District"). The CCDC Board of Commissioners and Boise City Council have adopted the River Myrtle-Old Boise Urban Renewal Project (the "Plan") which includes streetscape standards for the RM District.

E. The Streetscape Project includes improvements to the public utilities and public right-of-way that are consistent with the Streetscape and Furnishing Standards in the Plan. The Streetscape Project will contribute to enhancing and revitalizing the RM District.

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

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first. At CCDC's sole discretion an extension may be granted for a period not to exceed one year.
2. **Construction of the Streetscape Project.** Participant agrees to construct the Streetscape Project consistent with the following:
 - a. The Streetscape Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape and Furnishing Standards adopted as part of the Plan.
 - b. The Parties agree that the Streetscape Project is depicted on **Exhibit B**, with cost estimates for eligible items described in the Schedule of Eligible Streetscape and Infrastructure Costs in **Exhibit C** ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.
3. **Initial Construction Funding.** Participant shall pay for all of the costs of construction for the Streetscape Project. CCDC acknowledges that the Schedule of Eligible Streetscape and Infrastructure Costs attached as **Exhibit C** is an estimate by Contractor and that actual costs for the Streetscape Project, as well as each line item of cost, may be more or less than is shown.
4. **Notification of Completion; Inspection.** Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Streetscape Project meets the requirements of this Agreement. CCDC shall provide Participant with written confirmation that the Streetscape Project has been completed in compliance with this Agreement.
 - a. At CCDCs sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance.
5. **Determining Actual Payment after Completion of Construction.** Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for eligible costs in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Streetscape Project is complete and shall include:

- a. Schedule of values that includes line items for the Streetscape Project improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Streetscape Project in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. Additional documentation or clarifications may be required and requested by CCDC.

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

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

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

6. CCDC's Reimbursement Payment Amount. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed \$150,000. Actual Eligible Costs do not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

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

- a. CCDC provides written confirmation to the Participant that the Streetscape Project has been constructed in compliance with this Agreement. CCDC may require proof of completion at CCDC's sole discretion.
- d. CCDC receives Cost Documentation as described in Section 5 in a format acceptable to CCDC.

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

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

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

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

- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

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

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

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

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

If to Participant: Eileen Langan Barber, Manager & Member
120 Mobley Drive
Boise, ID 83702
205-863-8348
elb@keynetics.com

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

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

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

Exhibit A	Project Site Map
Exhibit B	Streetscape Project Plan
Exhibit C	Schedule of Eligible Streetscape and Infrastructure Costs

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

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

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

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

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

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

CCDC:

CCDC: the urban renewal agency of the City of Boise, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

PARTICIPANT:

Five One Five, LLC

Eileen Langan Barber

Eileen Langan Barber
Manager & Member

Date 5/3/2016

APPROVED AS TO FORM

Exhibits

- A: Project Site
- B: Streetscape Project
- C: Schedule of Eligible Streetscape and Infrastructure Costs

Exhibit A: Project Site Map

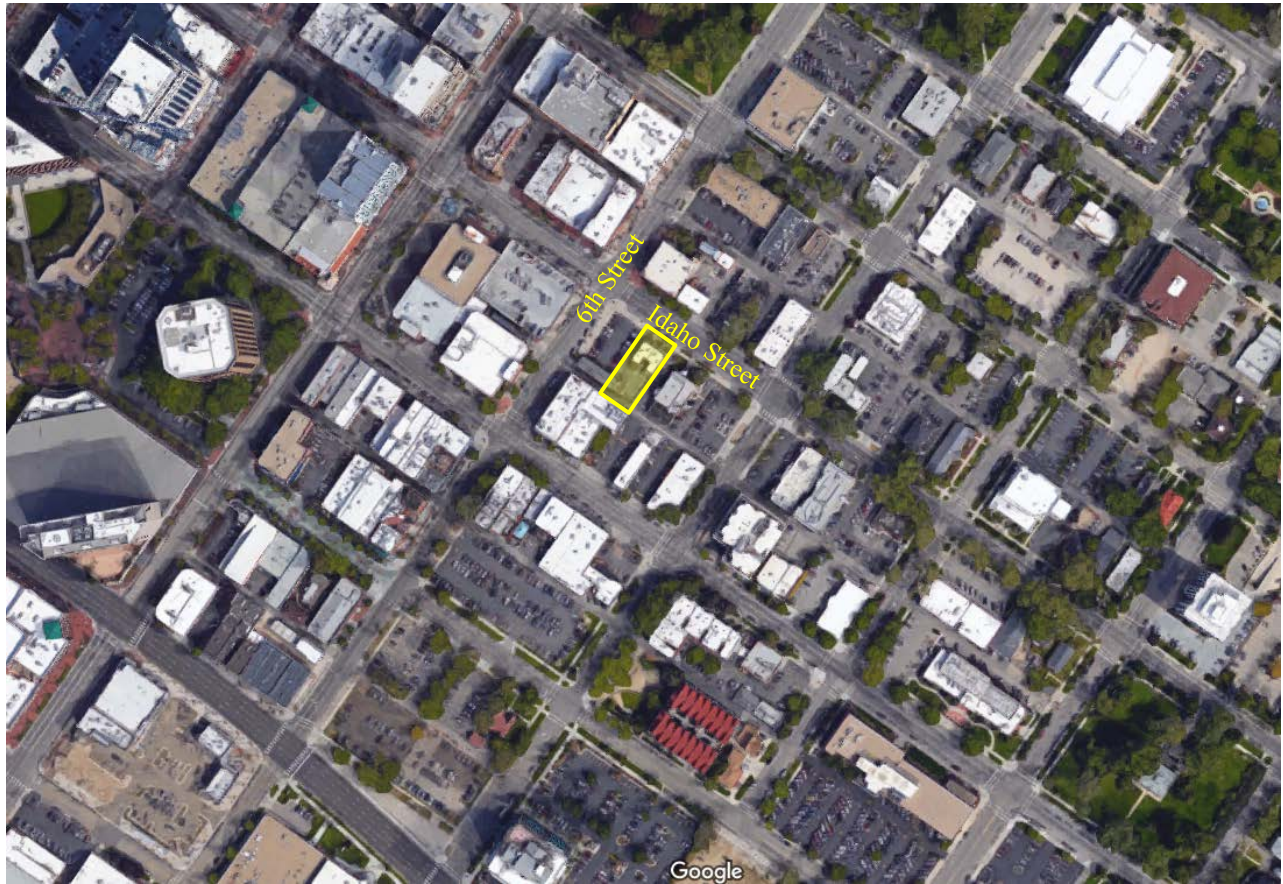


Exhibit B: Streetscape Project Plan

Exhibit B- Public Improvement Plan
Underground (1) utility pole and associated utility lines in conjunction with the adjacent properties improvements. The improvement is in the alley and will be completed as per ID Power's requirements

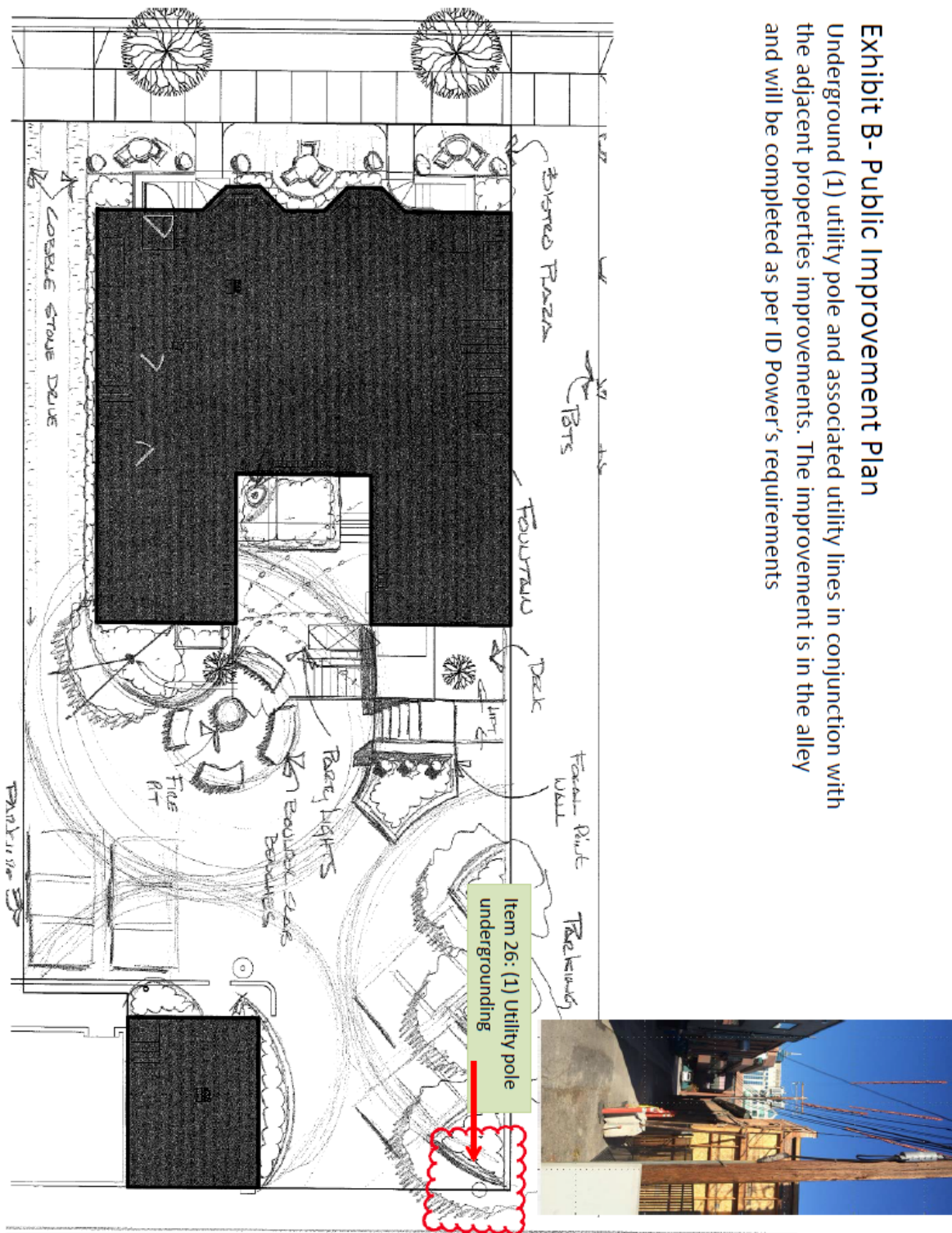


Exhibit C: Schedule of Eligible Costs

REV. 4.27.2016					
CCDC Participation Program T1 Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC					
Project Name:		Plan Date:		Prepared By:	
Paulsen Building Renovation		5.3.2016		Shellan Rodriguez	
STREETSCAPE IMPROVEMENTS: (In right-of-way)					
#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	UNIT PRICE (In \$)	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	0	0	0	0
2	Asphalt demolition	0	0	0	0
3	Curb and gutter demolition	0	0	0	0
4	Saw cut	0	0	0	0
5	Replace subbase	0	0	0	0
6	Stand alone tree removal	0	0	0	0
SIDEWALK WORK:					
7	Scored concrete sidewalk	0	0	0	0
8	Dry laid brick	0	0	0	0
9	Pedestrian ramp	0	0	0	0
10	Truncated dome	0	0	0	0
11	Lawn parkway	0	0	0	0
12	Irrigation	0	0	0	0
SITUATIONAL FURNISHINGS:					
13	Street trees	0	0	0	0
14	Tree grates & frames	0	0	0	0
15	Trench drain cover	0	0	0	0
16	Historic street light	0	0	0	0
17	Bench	0	0	0	0
18	Bike rack	0	0	0	0
19	Litter receptacle	0	0	0	0
20	Pre-cast planter	0	0	0	0
OTHER:					
21	Asphalt repair	0	0	0	0
22	Concrete curb cut	0	0	0	0
23	Vertical curb and gutter (6")	0	0	0	0
24	Meyers cabinet	0	0	0	0
25	Water meter	0	0	0	0
26	Power line (new/relocation/extension)	LS	111,089	1	111,089
27	Phone line (new/relocation/extension)	LS	20,859	1	20,859
28	Fiber line (new/relocation/extension)	LS	20,859	1	20,859
TOTAL ELIGIBLE COSTS:					152,807
Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.					

RESOLUTION 1447

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,
COMMENDING LAUREN McLEAN FOR HER EXEMPLARY
SERVICE TO THE URBAN RENEWAL AGENCY OF BOISE
CITY, MAKING PUBLIC THAT COMMENDATION, AND
PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, 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, being Idaho Code, Title 50, Chapter 20, as amended and supplemented (the "Law"), and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (the "Act"), a duly created and functioning urban renewal agency for Boise, Idaho, hereinafter referred to as the "Agency."

WHEREAS, Lauren McLean was appointed as a Board member of the Board of Commissioners of the Agency in May 2011;

WHEREAS, Lauren McLean has served as a Board member continuously since May 2011;

WHEREAS, Lauren McLean has served well and faithfully in the capacity of Board member;

WHEREAS, Lauren McLean has served the Agency with distinction in a long list of activities, demonstrating always her willingness to place her concern for the public good ahead of her personal interests;

WHEREAS, throughout Lauren McLean's service she has earned the respect of her fellow Board members, Agency staff, consultants, developers and the affection of a host of persons interested in urban renewal;

WHEREAS, Lauren McLean's performance of the duties and responsibilities of the Board has been characterized by excellent and constructive contributions to the Agency.

NOW, THEREFORE, BE IT RESOLVED BY 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 Lauren McLean is hereby publicly commended for her service to the

Urban Renewal Agency of Boise City and the city of Boise.

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

PASSED by the Urban Renewal Agency of the City of Boise, Idaho, on May 9, 2016.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 9th day of May 2016.

APPROVED:

By _____
Chairman of the Board

ATTEST:

By _____
Secretary

RESOLUTION 1448

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,
COMMENDING DAVID EBERLE FOR HIS EXEMPLARY
SERVICE TO THE URBAN RENEWAL AGENCY OF BOISE
CITY, MAKING PUBLIC THAT COMMENDATION, AND
PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, 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, being Idaho Code, Title 50, Chapter 20, as amended and supplemented (the "Law"), and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (the "Act"), a duly created and functioning urban renewal agency for Boise, Idaho, hereinafter referred to as the "Agency."

WHEREAS, David Eberle was appointed as a Board member of the Board of Commissioners of the Agency in May 2005;

WHEREAS, David Eberle has served as a Board member continuously since May 2005;

WHEREAS, David Eberle has also served on the Executive Committee for a number of years;

WHEREAS, David Eberle has served well and faithfully in the capacity of Board member and Executive Committee member;

WHEREAS, David Eberle has served the Agency with distinction in a long list of activities, demonstrating always his willingness to place his concern for the public good ahead of his personal interests;

WHEREAS, throughout David Eberle's service he has earned the respect of his fellow Board members, Agency staff, consultants, developers and the affection of a host of persons interested in urban renewal;

WHEREAS, David Eberle's performance of the duties and responsibilities of the Board has been characterized by excellent and constructive contributions to the Agency.

NOW, THEREFORE, BE IT RESOLVED BY 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 David Eberle is hereby publicly commended for his service to the Urban Renewal Agency of Boise City and the city of Boise.

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

PASSED by the Urban Renewal Agency of the City of Boise, Idaho, on May 9, 2016.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 9th day of May 2016.

APPROVED:

By _____
Chairman of the Board

ATTEST:

By _____
Secretary



AGENDA BILL

Agenda Subject: FY 2016 Q2 Year-to-Date Financial Report		Date: May 9, 2016
Staff Contact: Ross Borden, Finance Director	Attachments: 1. FY 2016 Q2 YTD Financial Report	
Action Requested: Consider FY 2016 Q2 Year-to-Date Financial Report		

Background

The Board considers and adopts the Agency's annual budget by September 1 each year, as required by law. The fiscal year begins October 1 and ends September 30. The end of the second quarter (Q2) of the fiscal year marks the budget year's half-way point.

The attached financial report shows all of the Agency's budgeted funds and includes:

1. Year-to-date revenue and expense highlights
2. A comparison, by major revenue and expense line item, of current year budgeted amounts to actual expenses through March 31, 2016.
3. A detailed tracking report that breaks operating revenues down by Revenue Allocation District and individual parking garage. It shows previous year actual revenues, current year budgeted revenues, year-to-date budget v actuals with dollar and percentage variance.

Fiscal Notes

The report shows that, overall, year-to-date revenues and expenses are consistent with expectations, e.g. the Agency's FY 2016 budget. Remarkably high or low actual-to-budget variances are relatively small amounts and/or are readily explained.

The Agency's strong financial position supports its ambitious FY 2016 plan for continued collaboration with a variety of partners and direct investment in Boise's booming downtown.

Suggested Motion:

I move to accept the year-to-date Financial Report through the second quarter of the current fiscal year, 2016.



FY 2016 Year-To-Date Financial Report (Unaudited)
Through SECOND QUARTER
October 1, 2015 - March 31, 2016



FY2016 Year-to-Date Financial Report (Unaudited)
Through SECOND QUARTER
October 1, 2015 – March 31, 2016

HIGHLIGHTS

REVENUES: Consistent with Expectations.

Actual tax increment revenues are within 1% of year-to-date budget. Parking revenues are 4% above anticipated and are on-track to meet the projected 9% increase, respectively, over FY2015 Actuals.

EXPENSES: Consistent with Expectations.

Half way through the fiscal year, operating expenses are 45% of the annual budgeted amount and within 10% of year-to-date budget. The biggest expenses in capital outlay will hit in the second half of the fiscal year since work has begun on the Agency's streetscape and other construction projects.

Actual pass-through revenue and expenses are below budget due to Civic Partners default and May 2016 termination of the Lease Agreement for four yet-to-be-developed Ada County Courthouse Corridor parcels.

About This Report

This report includes all of Capital City Development Corporation's budgeted funds.

Revenues

- Ada County distributes property tax revenue to local governments twice per year, in January and July.
- 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

- Parking garage debt service payments are made twice per year: interest only in March; principal & interest in September.
- 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.

FY16 BUDGET SUMMARY thru 2nd quarter

March is month of 6 of 12; Fiscal Year 2016 is 50% complete.

CCDC FY 2016 BUDGET REVENUE SUMMARY	FY2016 Budget Total	FY2016 Budget To Date	FY2016 Actual To Date	YTD Actual To Budget Variance %
--	---------------------------	-----------------------------	-----------------------------	---------------------------------------

Revenue from Operations
Estimated Budget YTD

Revenue Allocation (Tax Increment).....	13,340,000	7,974,312	7,929,135	-1%
Parking Revenue.....	5,649,908	2,846,920	2,958,889	4%
Other Revenues (Various Reimbursements).....	347,337	173,669	152,569	-12%
Subtotal	\$ 19,337,245	\$ 10,994,901	\$ 11,040,592	0%

Other Sources
\$13.5m bond to be issued

Misc. Revenues (Grants/Lease/Brick Sales/Gain on Sale of Property).....	91,000	45,500	280,588	517%
Term Loan/Bond Financing.....	18,500,000	5,000,000	5,000,000	0%
Use of (Transfer to) Fund Balance.....	4,126,960	(9,162,436)	(10,705,688)	17%
Subtotal	\$ 22,717,960	\$ (4,116,936)	\$ (5,425,100)	32%

Subtotal - Revenue from Operations

\$ 42,055,205	\$ 6,877,965	\$ 5,615,492	-18%
---------------	--------------	--------------	------

Pass-Through Revenue
50% of total less \$350k July Rev

Courthouse Corridor Project.....	517,155	83,578	37,539	-55%
----------------------------------	---------	--------	--------	------

TOTAL REVENUE

\$ 42,572,360	\$ 6,961,542	\$ 5,653,031	-19%
---------------	--------------	--------------	------

CCDC FY 2016 BUDGET EXPENSE SUMMARY	FY2016 Budget Total	FY2016 Budget To Date	FY2016 Actual To Date	YTD Actual To Budget Variance %
--	---------------------------	-----------------------------	-----------------------------	---------------------------------------

Operating Expense
50% of total budget

Interagency Partnerships.....	144,100	72,050	103,543	-44%
Legal Services.....	218,000	109,000	74,192	32%
Parking Operator (Contractor).....	1,665,936	832,968	818,973	2%
Personnel Costs.....	1,734,209	867,105	834,940	4%
Predevelopment Services.....	815,000	407,500	216,280	47%
Professional Services	536,185	268,092	204,263	24%
Rent/Maintenance/Office.....	934,080	467,040	548,590	-17%
Repairs/Maintenance: Streets & Facilities.....	387,855	193,928	92,503	52%
Subtotal	\$ 6,435,365	\$ 3,217,682	\$ 2,893,284	10%

Debt Service & Contractual Obligations
50% of interest payment only

Parking Garage Debt Service/Contractual Obligations.....	4,417,120	540,010	527,692	2%
--	-----------	---------	---------	----

Capital Outlay
10% of total budget

Identified Capital Improvement Projects.....	15,015,720	1,501,572	1,914,286	-27%
Potential Capital Improvement Projects.....	12,865,000	1,286,500	241,702	81%
Parking Reinvestment Plan.....	797,000	79,700	38,528	52%
Property Development.....	2,525,000	252,500	-	100%
Subtotal	\$ 31,202,720	\$ 3,120,272	\$ 2,194,517	30%

Subtotal - Expenses for Operations

\$ 42,055,205	\$ 6,877,964	\$ 5,615,492	18%
---------------	--------------	--------------	-----

Pass-Through Expense
50% of total less \$350k July exp

Courthouse Corridor Project.....	517,155	83,578	37,539	55%
----------------------------------	---------	--------	--------	-----

TOTAL EXPENSE

\$ 42,572,360	\$ 6,961,542	\$ 5,653,031	19%
---------------	--------------	--------------	-----

FY2016 OPERATING REVENUES through 2nd Quarter

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY Q2 (October 2015 thru March 2016)

Activity	FY 2015	FY 2016	FY 2016			
	Total Actual	Total Budget	YTD Budget	YTD Actual	YTD Variance \$	YTD Variance %
RAD						
Central	4,009,084	4,300,000	2,505,269	2,500,874	(4,395)	100%
River-Myrtle / Old Boise	5,405,856	6,400,000	3,849,205	3,879,545	30,340	101%
Westside	2,071,072	2,300,000	1,420,970	1,346,299	(74,671)	95%
30th Street	148,209	340,000	198,868	202,417	3,549	102%
TOTAL RAD	11,634,222	13,340,000	7,974,312	7,929,135	(45,177)	99%
PARKING BY GARAGE						
Eastman	962,365	1,070,467	532,632	535,608	2,976	101%
Capitol Terrace	1,319,043	1,444,658	719,143	719,132	(11)	100%
City Centre	1,165,896	1,273,400	659,401	686,418	27,017	104%
Grove Street	737,839	823,519	408,542	480,765	72,223	118%
Boulevard	320,671	313,582	155,824	180,403	24,579	116%
Myrtle Street	609,214	649,282	333,878	328,261	(5,617)	98%
Misc. Parking	68,092	75,000	37,500	28,302	(9,198)	75%
TOTAL PARKING	5,183,120	5,649,908	2,846,920	2,958,889	111,969	104%
Other	390,053	347,337	173,669	152,569	(21,100)	88%
TOTAL	17,207,395	19,337,245	10,994,901	11,040,593	45,692	100%

RECONCILIATION TO FY2016 BUDGETED OPERATING REVENUES

Total Revenues Approved Budget	\$42,572,360
Ada County Courthouse Master/Surplus Ground Lease (passed-through)	(517,155)
Use of Fund Balance	(4,126,960)
Bond Financing Proceeds	(18,500,000)
Miscellaneous Lease Revenue	(91,000)
Operating Revenues	<u><u>\$19,337,245</u></u>



AGENDA BILL

Agenda Subject: Parking Garage Naming Policy Public Hearing; Policy Adoption		Date: May 9, 2016
Staff Contact: Max Clark	Attachments: Resolution #1445 Adopting Revised Garage Naming Policy Exhibit A: Proposed Policy Legal Proof of Publication April 8 Stakeholder Letter Visual examples of proposed names	
Action Requested: After taking public comment, approve the revised policy for garage naming; and accept the proposed names for the six garages owned by CCDC.		

Fiscal Notes:

Most of the expenses associated with this name change have already been budgeted for, or will occur anyway as a result of the parking system name change to ParkBOI. \$480,000 has been appropriated in this year's budget for exterior signs which will help identify the entrances to the garages and pay machines, and provide up to date garage occupancy data and other messaging. These signs will have the new ParkBOI logo and new garage name. There will be probably less than \$10,000 worth of replacements/updates associated with this and the rebranding measures.

Background:

With the downtown community's work this past two years with the Wayfinding Initiative, it has occurred to us that our garage names may not be as user-friendly as they could be. Eastman is named after a building that no longer exists; City Centre is frequently referred to as the BoDo Garage; and each garage associated with a hotel is often referred to by the hotel name it's associated with (Grove Hotel/Boulevard, Hotel 43/Grove Street; and Hampton Inn)/Myrtle Street).

The other impetus for this change is the creation of exterior garage signage as we finalize our re-branding initiative. We want, at a minimum, the ground level variable messaging signs to have the new garage name on it.

A naming policy was approved by the Board in February, 2005, as a means of naming the garage being built as part of the BoDo Development and Hampton Inn. The Myrtle Street Garage was so named because of its adjacency to Myrtle Street. Nonetheless, because of its layout and entrances most people associate it with Capitol Boulevard if not the hotel.

The proposed policy is based on garage location to the nearest cross streets. Because the naming policy should be formally included in the Parking Management Plan, a hearing is required.

There were six responses to the proposal: four in favor and two opposed. Clay Carley, Mike Brown, Mike Fery and Karen Sander endorsed the plan; Gregory Kaslo suggested numbering system (which we had examined); and Scot Oliver favored no change for a variety of well-articulated reasons. Copies of their responses will be available for viewing if desired.

If the Board approves the policy staff recommends the following garage names be changed to those proposed below. The only difference between this and what you've seen before is that we've accepted feedback to rename Eastman Garage 9th & Main Garage because most parkers enter it from the Main Street side (66%).

<u>Current Name</u>	<u>Address</u>	<u>Proposed Name</u>
Boulevard	245 S. Capitol Blvd.	Capitol & Front
Capitol Terrace	770 W. Main St.	Capitol & Main
City Centre	321 S. 9th St.	9th & Front
Eastman	848 W. Main St.	9th & Main
Grove Street	230 S. 10th St.	10th & Front
Myrtle Street	445 S. Capitol Blvd.	Capitol & Myrtle

Staff Recommendation:

Adopt the proposed garage naming policy; and authorize changing the names to the six public parking garages owned by CCDC to the intersection based names suggested.

Suggested Motion:

I move Res. #1445 adopting a revised garage naming policy; and changing the names of the six public parking garages owned by CCDC to the intersection based names suggested.

RESOLUTION NO. 1445

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,
ADOPTING A PARKING STRUCTURE NAMING POLICY;
IDENTIFYING NAMES FOR PARKING GARAGES;
AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE
APPROPRIATE ACTION; AND PROVIDING AN EFFECTIVE
DATE.

THIS RESOLUTION, 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 (the "Law"), 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 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5, (the "Amended Urban Renewal Plan");

WHEREAS, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the Amended Urban Renewal Plan and making certain findings;

WHEREAS, the City Council of the City, after notice duly published, conducted a public hearing on June 5, 2007;

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the 2007 Plan and making certain findings on the 2007 Amended and Restated Urban Renewal Plan, for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 (the "2007 Plan");

WHEREAS, the City, after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan");

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

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");

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;

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

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings;

WHEREAS, the Amended and Restated Urban Renewal Plan, the River Myrtle-Old Boise Plan, and the Westside Plan are collectively referred to as the “Downtown Urban Renewal Plans”;

WHEREAS, the Agency currently owns several public parking garages, namely Boulevard Garage, Capitol Terrace Garage, City Centre Garage, Eastman Garage, Grove Street Garage, and Myrtle Street Garage;

WHEREAS, the Boise Central District Project Area Parking Management Plan governs the parking policies and procedures for the Project Area defined in the 2007 Plan, for the Boise Central District Urban Renewal Project, and references throughout the Boise Central Parking Management Plan to the “Project Area” shall be deemed to include the project area as defined in the 2007 Plan, with the inclusion of the Grove Street Parking Garage, which is now part of the Westside Urban Renewal Project Area, and the City Centre Garage, a portion of which is within the River Myrtle-Old Boise Plan;

WHEREAS, pursuant to Resolution No. 883 adopted by the Agency Board on April 8, 2002, and Resolution No. 1004, adopted by the Agency Board on September 13, 2004, the Agency adopted the initial Public Parking Management Plan for the Ada County Courthouse Corridor (also known as the Civic Plaza Parking Management District) and those certain amendments as approved on September 13, 2004;

WHEREAS, the above referenced Civic Plaza Parking Management District Plan and the Boise Central District Project Area Parking Management Plan are hereby referred to as the Parking Management Plans;

WHEREAS, pursuant to Resolution No. 965 adopted by the Agency Board on February 9, 2004, the Agency adopted the Amended and Restated Public Parking Management Plan for the Boise Central District Urban Renewal Project Area and pursuant to Resolution No. 1003 adopted by the Agency Board on September 13, 2004, approved an amendment addressing cinema validation;

WHEREAS, pursuant to Resolution No. 1419 adopted by the Agency Board on December 14, 2015, the Agency adopted amendments to the Parking Management Plans addressing parking rates;

WHEREAS, pursuant to Resolution No. 1429 adopted by the Agency Board on February 8, 2016, the Agency adopted amendments to the Parking Management Plans addressing converting certain hourly parking spaces to monthly parking spaces;

WHEREAS, the Agency currently has no formal parking structure naming policy in place or included within its Parking Management Plans;

WHEREAS, Agency staff has prepared a Parking Structure Naming Policy, a copy of which is attached hereto as Exhibit A, and incorporated herein as if set forth in full;

WHEREAS, Agency staff recommends approval of the Parking Structure Naming Policy by the Agency Board;

WHEREAS, Agency staff recommends that the names of any future public parking garages be named in accordance with the Parking Structure Naming Policy and that the names of the currently owned public parking garages be changed as follows:

<i>Current Name</i>	<i>Address</i>	<i>Proposed Name</i>
Boulevard	245 S. Capitol Blvd.	Capitol & Front
Capitol Terrace	770 W. Main St.	Capitol & Main
City Centre	321 S. 9th St.	9th & Front
Eastman	848 W. Main St.	9th & Main
Grove Street	230 S. 10th St.	10th & Front
Myrtle Street	445 S. Capitol Blvd.	Capitol & Myrtle

WHEREAS, the Board finds it in the best interests of the Agency and the public to approve and adopt the Parking Structure Naming Policy.

NOW, THEREFORE, BE IT RESOLVED BY 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 Parking Structure Naming Policy, attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved and adopted by the Agency Board and shall be deemed to be part of the Parking Management Plans, and that the Executive Director is authorized and directed to take all action to implement the Parking Structure Naming Policy for all currently owned or future owned public parking garages.

Section 3. That based on the Parking Structure Naming Policy, the existing public parking garages shall be renamed in compliance with the Parking Structure Naming Policy.

Section 4. That in the Parking Management Plan, any reference to the following public parking garages shall now be known as:

<i>Current Name</i>	<i>Address</i>	<i>Proposed Name</i>
Boulevard	245 S. Capitol Blvd.	Capitol & Front
Capitol Terrace	770 W. Main St.	Capitol & Main
City Centre	321 S. 9th St.	9th & Front
Eastman	848 W. Main St.	9th & Main
Grove Street	230 S. 10th St.	10th & Front
Myrtle Street	445 S. Capitol Blvd.	Capitol & Myrtle

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

PASSED by the Urban Renewal Agency of the City of Boise, Idaho, on May 9, 2016.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 9th day of May, 2016.

APPROVED:

By _____
Chairman of the Board

ATTEST:

By _____
Secretary

EXHIBIT A

Parking Structure Naming Policy ParkBOI Public Parking System Boise Idaho May, 2016

CCDC owned public parking garages shall be named for easy recognition. Every attempt should be made to name them in such a manner that the public can easily identify and locate them.

As many visitors are new to downtown Boise, current historically based garage names don't mean much to them nor do they assist customers in finding the garage before or after their visit downtown. The goal will be to direct parkers to within 1 block of garage via the garage name.

Accordingly, garages shall be named according to the following guidelines:

1. Street grid-based to maximize intuitiveness / usefulness / functionality; and
2. Lead with the typically numbered north-south street name where possible, since most traffic into and out of downtown is east-west and will encounter more numbered streets than named streets.

LEGAL PROOF OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Lines
263244	0002373460	LEGAL NOTICE PUBLIC NOTICE NOTICE	Revised ParkGarage	\$114.05	1	66

Attention: PEGGY BRESKI

CAPITAL CITY DEV CORP / RETAIL
121 N 9TH ST SUITE 501
BOISE, ID 837025987

**LEGAL NOTICE
PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
TO CONSIDER
A REVISED PARKING GARAGE
NAMING POLICY**

NOTICE IS GIVEN THAT CAPITAL CITY DEVELOPMENT CORPORATION ("Agency"), the duly created and acting urban renewal agency for Boise City, Idaho, will consider revision of the existing Parking Structure Naming Policy approved in February 2005.

The Agency is considering revising the Parking Structure Naming Policy for the following reasons:

- In concert with work done on the community's Wayfinding Initiative, Agency parking studies performed over the last year provide data indicating the current parking structure naming system is not user-friendly and can be confusing to the public.

- Renaming the facilities at this time would coincide with the Agency's current rebranding initiative of the parking system, including tying into the timeline of the physical improvements that will take place when the new brand is approved.

The existing Parking Structure Naming Policy is included as a part of the Public Parking Management Plan which is on file and available for public inspection and copying (for the cost of copying) between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of holidays.

Public notice is hereby given that on May 9, 2016, at 12:00 noon, the Board of Commissioners of the Agency, during its regularly scheduled meeting will conduct a public hearing on the proposed revision to the Parking Structure Naming Policy. The public hearing will be held in the Agency's Board Room located at 121 N. 9th Street, Suite 502, Boise, ID 83702.

If the proposed revisions are adopted by the Board, the Agency will immediately take the necessary steps to implement the revisions to the Parking Structure Naming Policy.

Pub. Apr. 8, 15, 2016
0002373460-01

JANICE HILDRETH, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Idaho Statesman, in conformity with Section 60-108, Idaho Code, as amended, for:

2 Insertions

Beginning issue of: 04/08/2016

Ending issue of: 04/15/2016

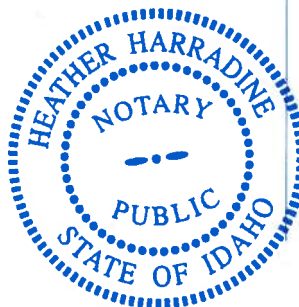
Janice Hildreth
(Legals Clerk)

STATE OF IDAHO)
 SS

COUNTY OF ADA)
On this 18th day of April in the year of 2016 before me, a Notary Public, personally appeared before me Janice Hildreth known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Heather Harradine
Notary Public FOR Idaho
Residing at: Boise, Idaho

My Commission expires: 2/4/2020





April 8, 2016

Parking Stakeholders
Downtown Public Parking System
Boise, Idaho 83702

Subject: Parking Garage Naming Policy

Dear Parking Stakeholder:

This letter is to inform you that the CCDC Board of Commissioners will hold a public hearing on Monday, May 9, 2016 regarding the establishment of a new naming policy for CCDCC garages. The meeting will be held at noon in the CCDC Board Room, located at 121 N. 9th St., Suite 501, in downtown Boise.

The impetus for the revised policy is twofold: better customer wayfinding; and the creation of new garage signage for the new ParkBOI brand with new garage names included. The goal of the new policy is to make it easier for parking customers to find garages before and after they've parked. Currently four of the six CCDC garages have names that are not associated with adjacent streets. The new policy will focus on naming the garage to the nearest street intersection.

Based on the above criteria, if the new naming policy is approved staff is recommending the following name changes be implemented:

Current Name	Address	Proposed Name
Boulevard Garage	245 Capitol Blvd.	Capitol & Front Garage
Capitol Terrace Garage	770 W. Main St.	Capitol & Main Garage
City Centre Garage	321 S. 9 th St.	9 th & Front Garage
Eastman Garage	848 W. Main St.	9 th & Idaho Garage
Grove Street Garage	230 S. 10 th St.	10 th & Front Garage
Myrtle Street Garage	445 S. Capitol Blvd.	Capitol & Myrtle Garage

Your comments on this proposal are welcomed. Submit written feedback to Capitol City Development Corporation, 121 N. 9th St., Suite 501, Boise, ID, 83702 or email us at info@ccdcboise.com prior to 12 p.m. Friday, May 6. If you choose to address the Board directly at the hearing, please limit your comments to three minutes.

If you have any questions or would like more information, please feel free to call or email me at 319-1209 / mclark@ccdcboise.com.

Sincerely,

Max Clark

Parking & Facilities Director

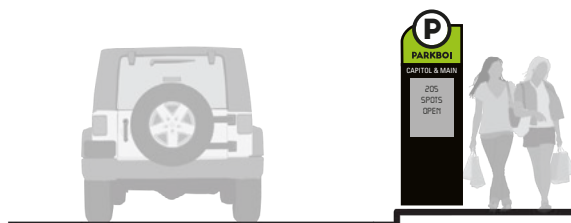
USAGE EXAMPLE

The Primary logo mark is used as large signage on the side of a building.

The Compact Logo is used on smaller signs where the primary mark would appear too small.

The main ParkBOI colors are white and black, with the bright green accent. The secondary colors should only be used when referencing parking meter zones.

***CONCEPT ONLY**







Message Board at Capitol & Main Garage (Capitol Terrace)



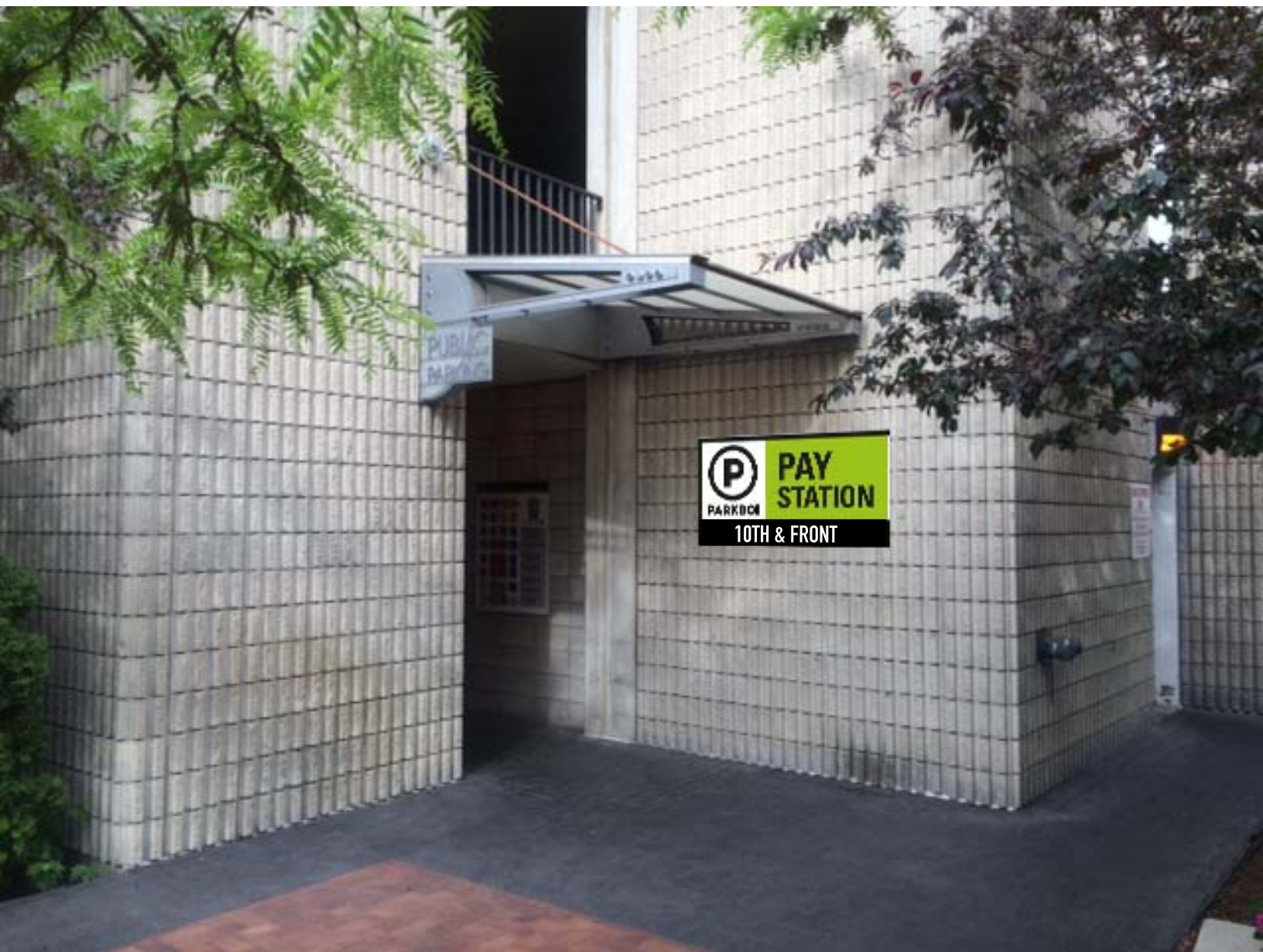
Pay Station Sign at 9th & Front (City Centre)



Pay Station Sign at Capitol & Main (Capitol Terrace)



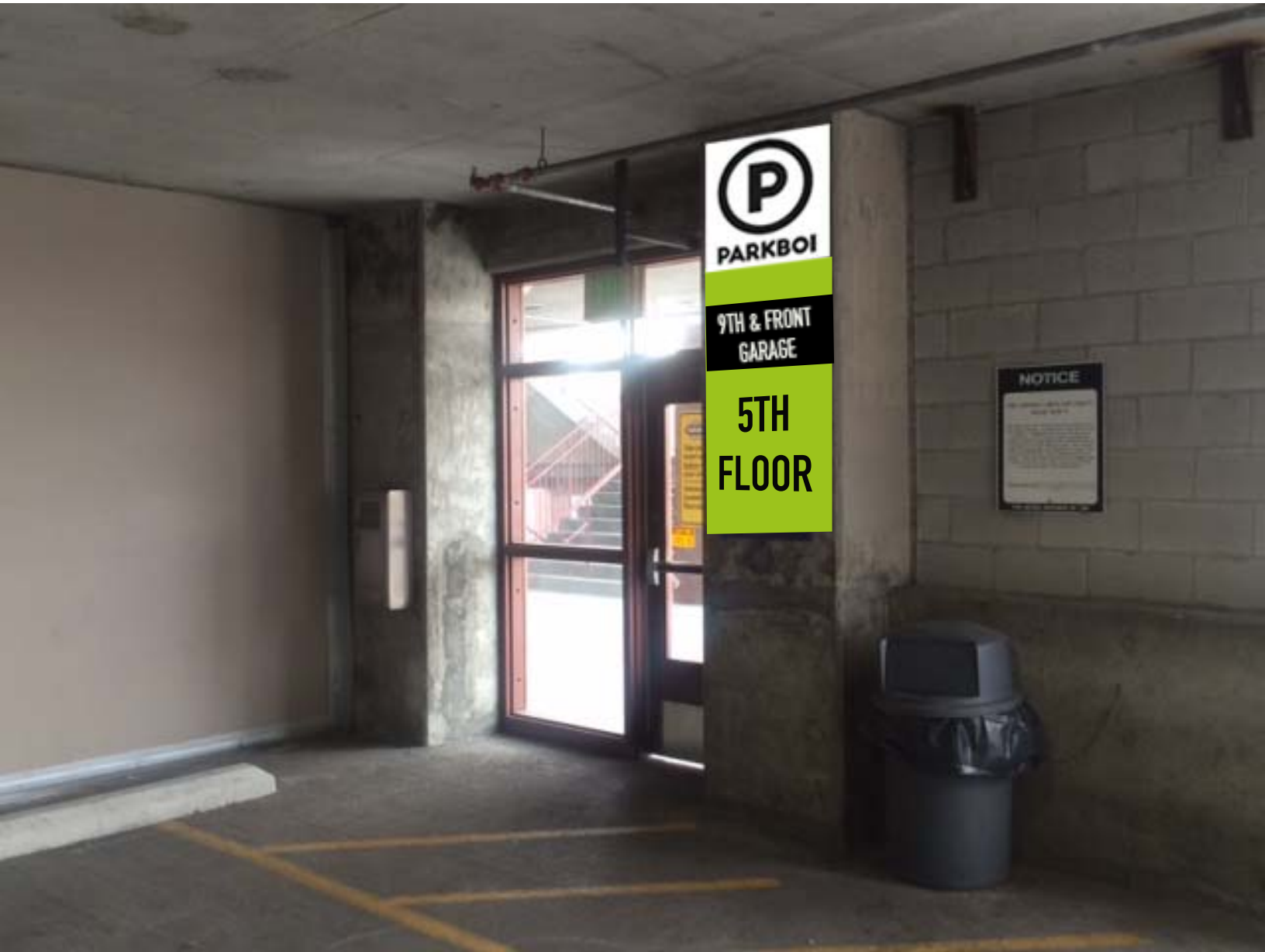
Pay Station Sign at 10th & Front (Grove Street)



Interior Signage Capitol & Main (Capitol Terrace)



Interior Signage at 9th & Front (City Centre)





AGENDA BILL

Agenda Subject: CCDC Capital Improvement Plan 2016-2020 (CIP) Amendment		Date: May 9, 2016
Staff Contact: Todd Bunderson	Attachments: CIP Amendment	
Action Requested: Approve CIP Amendment		

Fiscal Notes:

Projects and estimated costs are identified by project description, district, and fiscal year. Changes to the original CIP approved in August, 2015 are highlighted together with short explanatory notes.

Background:

The development of a multi-year capital improvement plan has been a valuable tool for coordinating capital improvements with intergovernmental agencies and working with private partners through the Agency's Participation Program.

The CCDC Board approved the original 2016-2020 Capital Improvement Plan in August of 2015 as part of the fiscal 2016 budget. The process anticipated a mid-year update. This update captures a variety of private development partnerships and updated timing/cost information. CCDC waited until May for better cost information on the Grove Plaza, Broad Street, and Parcel B to provide a more useful update.

KEY CHANGES

CENTRAL DISTRICT 2016 Amendment 5-Year CIP Comparison						
	FY2016	FY2017	FY2018	FY2019	FY2020	TOTAL
ORIGINAL	5,365,000	2,501,284	264,577	N/A	N/A	8,130,861
AMENDED	5,585,000	3,389,000	-	N/A	N/A	8,974,000
CHANGE	220,000	887,716	(264,577)	N/A	N/A	843,139

- Several smaller discretionary district expenses were redirected to The Grove Plaza Project which, now that design and bidding are complete, has a higher cost than the amount reserved for this project in the original CIP adopted. Most of the district's work will complete in fiscal 2017 though CCDC does have debt service for this project through fiscal 2018 as related to the \$5M short-term bond.
- Additional resources of \$750,000 to CCDC are included for the property use agreements associated with the expanded convention center. These funds are included in the Grove Plaza Project

RIVER-MYRTLE DISTRICT 2016 Amendment 5-Year CIP Comparison						
	FY2016	FY2017	FY2018	FY2019	FY2020	TOTAL
ORIGINAL	20,222,500	4,035,000	3,415,000	5,177,000	4,524,000	37,373,500
AMENDED	5,402,500	20,260,000	4,251,000	5,292,500	5,866,000	41,072,000
CHANGE	(14,820,000)	16,225,000	836,000	115,500	1,342,000	3,698,500

- When the LIV District/Broad Street Improvements were approved in August 2015, no design work had been done and the budget was \$2.5M for street/geothermal. Previously the geothermal was to be bid by the City of Boise and the street work bid by ACHD. These are now incorporated into the CMGC plan with \$500,000 of City geothermal match and \$500,000 of cost-share included. Additionally, \$300,000 of fiber optic cable infrastructure is included as requested by the City of Boise. With design work at 60% CD's better costs are available. Also, because of the extensive road work and GSI (ground storm water infrastructure) in the street design of the LIV district most of the increase in the 5-year plan is related to these factors.
- The largest timing change relates to the timing of the \$13 million bond sale which has been moved from 2016 to 2017 to align with project timing.
- The amounts anticipated for the bond sale are: \$2.6M Fowler Garage, \$5M Parcel B Garage, \$4M property purchase/parking in district, and \$1.2M for Broad St.

- Additional revenues have been identified related to lower interest expenses of the planned bond sale and extending the financing period from 6 years to 8 years as well as the inclusion of additional development income from active projects including Parcel B.
- Several Participation Program agreements have been executed with private development have been added in the CIP Amendment. There are some pending agreements contemplated as part of the updated plan.
- The wayfinding project expenses were moved from 2016 to 2017 due to the delay in obtaining ITD approval of the sign designs.
- The 8th Street corridor improvements were moved from 2016 to 2017 pending the results of the LOCI consulting effort.

WESTSIDE DISTRICT 2016 Amendment 5-Year CIP Comparison						
	FY2016	FY2017	FY2018	FY2019	FY2020	TOTAL
ORIGINAL	4,300,000	650,000	2,550,000	750,000	2,350,000	10,600,000
AMENDED	4,450,000	800,000	2,670,000	1,370,000	2,470,000	11,760,000
CHANGE	150,000	150,000	120,000	620,000	120,000	1,160,000

- Additional revenues have been identified related to the inclusion of additional development income from active projects.
- Several Participation Program agreements with private development have been added/included/coordinated with the CIP.
- The key projects of \$3M for either land acquisition (increased from \$2.5M) and/or for some portion of a parking structure, as well as, the \$2M for the State Street Project remain pending some further discussion related to district plan updates.

30TH STREET DISTRICT 2016 Amendment 5-Year CIP Comparison						
	FY2016	FY2017	FY2018	FY2019	FY2020	TOTAL
ORIGINAL	255,000	225,000	240,000	240,000	240,000	10,600,000
AMENDED	235,000	310,000	240,000	240,000	240,000	1,265,000
CHANGE	(20,000)	85,000	-	-	-	65,000

- Changes between project line items create the opportunity for one T1 grant in FY16.

ALL DISTRICTS 2016 Amendment 5-Year CIP Comparison						
	FY2016	FY2017	FY2018	FY2019	FY2020	TOTAL
ORIGINAL	30,142,500	7,411,284	6,469,577	6,167,000	7,114,000	57,304,361
AMENDED	15,672,500	24,759,000	7,161,000	6,902,500	8,576,000	63,071,000
CHANGE	(14,470,000)	17,347,716	691,423	735,500	1,462,000	5,766,639

- Overall, the key changes relate to:
 - The addition of resources of approximately \$5.8 million which includes some intergovernmental revenue.
 - The timing of the bond sale.
 - The redirection of resources for support of the Grove Plaza.
 - The addition of updated project costs for Broad Street in the LIV District project Area.

Staff Recommendation:

Approve CIP Amendment

Suggested Motion:

I move to approve the CIP Amendment as presented.

CCDC 5-Year CIP - 2016 Amendment

CENTRAL DISTRICT FY '16 UPDATE	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	NOTES
Estimated Revenues	\$5,585,000	\$3,389,000	\$0	N/A	N/A	
INFRASTRUCTURE				District Closed		
1 8th Street Retractable Bollards for Events						\$250K to The Grove Plaza Renovation
2 Protected Bike Lanes - Idaho St, 9th - Capitol (Joint Project w/ACHD)		100,000				Reduced by \$25K
3 Protected Bike Lanes - Main St, 9th - Capitol (Joint Project w/ACHD)		150,000				Increased by \$25K
4 Wayfinding Project Installation		400,000				Moved from '16 to '17 (ACHD/ITD approval delay)
PLACEMAKING						
5 8th Street Refurbishment/Enhancements-						\$426,284 ('17) and \$264,577 ('18) to The Grove Plaza Renovation
6 Capitol Blvd, Main - Idaho West side Bulbout						\$100K to The Grove Plaza Renovation
7 Central District Refurbishment/Closeout: Street Furniture, Irrigation Systems, Trees/Grates						\$250K to The Grove Plaza Renovation
8 City Hall Plaza		650,000				
9 City Hall Streetscape West Side		575,000				
10 The Grove Plaza Renovation - Design & Chartering	985,000	119,000				Pre-development, design, and property use agreement expenses
11 The Grove Plaza Renovation - GMP Construction Contract	3,500,000	1,395,000				Originally \$3.95M in '16. Updated costs and added expenses in '17
12 T3 Participation: City Center Plaza - Envir. Remediation, Streetscape Improvements	350,000					
TRANSIT						
13 T3 Participation: Main Street Station - FTA Match	633,000					Board Approved \$50K increase for remediation costs
14 VRT Transit Improvements in District Assigned to MMC per VRT	25,000					
SPECIAL PROJECTS						
15 The Grove Plaza Renovation, Boise City Art Project	12,000					
16 Main Street Station Interior Design/Artwork	50,000					
17 Protective Bollards, River Sculpture at Capitol Blvd. & Front St.	30,000					New Project
Estimated Expenses	\$5,585,000	\$3,389,000	\$0			

CCDC 5-Year CIP - 2016 Amendment

RIVER MYRTLE DISTRICT FY '16 UPDATE	FY2016	FY2017	FY2018	FY2019	FY2020	NOTES
Estimated Revenues	\$5,402,500	\$20,260,000	\$4,251,000	\$5,292,500	\$5,866,000	
INFRASTRUCTURE						
1 Protected Bike Lanes - Idaho Street, Capitol - 2nd (Joint Project w/ACHD)		150,000				
2 Protected Bike Lanes - Main Street, Capitol - Broadway (Joint Project w/ACHD)		150,000				
3 Wayfinding Project Installation		600,000				Moved from '16 to '17 (ACHD/ITD approval delay)
PARKING						
4 RM Parking Garage - Partial Ownership or Property Acquisition TBD (BOND)		4,000,000				Part of \$13M bond plan
5 T3 Participation: 5th & Broad Streets Parking Deck, Fowler Apartments, (BOND)		2,590,000				Moved from '16 updated completion estimate
6 T3 Participation: Parcel B Development - Parking Structure TBD (BOND)		5,000,000				Agreement Pending, Part of \$13M bond
PLACEMAKING						
7 8th Street Corridor Improvements (LOCI Neighborhood Recommendations) TBD	100,000	1,400,000				Kept \$100K in '16 and Moved \$1.4M from '16 to '17
8 8th Street Improvements, State to Bannock (split with Westside District)				200,000		
9 Bannock Street Improvements, 9th to Capitol Blvd, North side (split with Westside District)				400,000		Moved from '16 per ACHD deferral
10 Capitol Blvd Improvements, Boise River - Myrtle, West side			1,000,000			Removed \$100K double budgeted for Julia Davis Park frontage
11 Grove Street Pedestrian Street Plan (16th to 10th) per ACHD/DBIP			75,000	100,000	2,000,000	
12 Grove Street Pedestrian Street Plan (6th to 3rd) per ACHD/DBIP			75,000		2,000,000	
13 Jefferson Street, 5th - 4th (Idaho Supreme Court)						Removed \$75K due to ACHD bike lane delay
14 Main Street, Capitol - 5th, South Side		1,020,000				
15 Pioneer Pathway Phase 3: River Street - Greenbelt	600,000					Increased by \$100K, cost escalation
16 Streetscape - Design Next Year's Projects	50,000	50,000	50,000	50,000	50,000	
17 T1 Participation: Streetscape Grant, 13th & River (Idaho Self Storage)	30,000					Per Agreement
18 T1 Participation: Streetscape Grant, 13th & River (Riverstone Mixed-use)	43,000					Per Agreement
19 T1 Participation: Streetscape Grant, 515 W Idaho (Paulsen Building)	150,000					Per Agreement
20 T1 Participation: Streetscape Grants (not yet assigned)	150,000	300,000	300,000	300,000	300,000	Added 1 additional '16 grant due to high demand
21 T2 Participation: 5th & Front Mixed Use Development (TBD)						
22 T2 Participation: 5th & Idaho Streetscape Improvements (5th & Idaho Apartments)					156,000	Per Agreement
23 T2 Participation: Capitol & Broad Streetscape Improvements (Inn at 500 Hotel)				269,500		Adjusted Per Finalized Agreement
25 T3 Participation: Streetscape Improvements on Capitol & Myrtle (Fowler Apartments)		550,000				Removed \$100K double budgeted for Broad Street Improvements
26 T3 Participation: Streetscape Improvements Front & Myrtle, 9th&11th (JUMP/Simplot HQ)			875,000			
27 T3 Participation: Infrastructure, Utilities, Streetscapes (Parcel B Development)				460,000	700,000	Agreement Pending
28 T4 Participation: 5th & Idaho Public Park and Undergrounding Utilities (5th & Idaho Apartments)			790,000			Per Agreement
29 T4 Participation: 8th Street, Broad - Myrtle, Both Sides	710,000					
24 T4 Participation: Capitol & Broad Streetscapes (Inn at 500 Hotel)		200,000				Adjusted Per Finalized Agreement
30 T4 Participation: Idaho Historical Museum Streetscapes at Julia Davis Park			146,000			Per Agreement
TRANSIT						
31 Connector Analysis (Front & Myrtle) ITD \$3.3M Resurface Planned for FY19/Planning FY17	200,000					
SPECIAL PROJECTS						
32 620 S 9th Street Phase II Site Remediation (The Afton)	30,000	220,000				
33 8th Street Corridor Assessment - Design Development	12,500					LOCI recommendations
34 Boise City Art Project (Fulton Street)						Reallocated to 8th St. Corridor Assessment (above)
35 Boise City Art Project (Hayman House/Pioneer Pathway)	25,000					

CCDC 5-Year CIP - 2016 Amendment

36 CIP Ash Street Properties - Hayman House	50,000					
37 River Myrtle Multipurpose Stadium Assessments	75,000					New Project
38 T5 Participation: Ash Street Properties RFQ/P	50,000					Originally \$100K now allocated between RFQ/Hayman House
39 T5 Participation: Parcel Acquisition/Redevelopment				2,000,000		Reduced by \$1M per available revenues
40 Traffic Box Art Wraps		30,000	30,000	30,000		
RM CONTINUED... CENTRAL ADDITION LIV DISTRICT FY '16 UPDATE	FY2016	FY2017	FY2018	FY2019	FY2020	
INFRASTRUCTURE						
1 5th & 6th Street 2-Way Conversions; Front to Myrtle						Removed \$1M to align with ACHD planned improvement
2 5th & Myrtle New Signalized Crossing		200,000				
3 Broad Street Geothermal Extension & Hookups	1,000,000					Increased by \$500K COB/EPA grant funds to CCDC for Broad St.
4 Broad Street, Install Fiber Optic Cable to Incent Commercial Development in District	300,000					New project requested by COB
PARKING						
5 Public Parking Supporting Julia Davis Park (TBD parking garage)						
PLACEMAKING						
6 New Pedestrian Entrance - 5th & Julia Davis Park	470,000					Increase by \$60K COB/Parks contribution
7 Broad Street, Capitol - 2nd, Streetscape and Infrastructure Improvements	1,000,000	3,500,000				Increased from \$2M and extended timeline to '17
8 Central Addition Gateways: Myrtle (5th & 3rd), Front (5th & 3rd), Broad (2nd & Capitol)	75,000					\$225K Reallocated to Broad Street
9 Front Street, 6th - 3rd, North Side (Pending ITD Permission)				330,000		
10 Myrtle Street, Capitol - 2nd, Both Sides (Pending ITD Permission)			610,000	493,000		
11 T1 Participation: Central Addition (Not yet awarded)	150,000	300,000	300,000	300,000	300,000	Increased by \$300K in '20 (2 grants)
12 T1 Participation: 3rd & Broad - George's Cycles	132,000					Per Agreement
13 T2 Participation: Capitol & Broad Streetscape Improvements (Marriott Hotel)				360,000	360,000	Per Agreement
SPECIAL PROJECTS						
14 Relocate and/or Redevelop existing structures						
Total Central Addition LIV District	3,127,000	4,000,000	910,000	1,483,000	660,000	
Total River Myrtle Estimated Expenses	\$5,402,500	\$20,260,000	\$4,251,000	\$5,292,500	\$5,866,000	

CCDC 5-Year CIP - 2016 Amendment

WESTSIDE DISTRICT FY '16 UPDATE	FY2016	FY2017	FY2018	FY2019	FY2020	
Estimated Revenues	\$4,450,000	\$800,000	\$2,670,000	\$1,370,000	\$2,470,000	
INFRASTRUCTURE						
1 Protected Bike Lanes - Idaho Street, 16th - 9th (Joint Project w/ACHD)		150,000				
2 Protected Bike Lanes - Main Street, from 16th to 9th (Joint Project w/ACHD)		150,000				
3 Wayfinding Project Installation		100,000				Moved from '16 (ACHD/ITD approval delay)
PARKING						
4 Parking Garage in Mixed Use Development (TBD)						Combined with line item #19
PLACEMAKING						
5 15th & 16th Streets/ Grove to Idaho Rightsizing per ACHD DBIP			200,000			
6 8th Street, State - Bannock, Both Sides (Split w RM)				400,000		
7 Bannock Street, 9th - Capitol Blvd., North side (Split with RM)				500,000		Moved from '16 per ACHD
8 Design Upcoming Streetscape Projects	50,000	50,000	50,000	50,000	50,000	
9 Grove Street Pedestrian Plazas, 16th - 10th					2,000,000	
10 Main Street, 13th-14th Streetscape Infill (Hurless)		50,000				New project
11 State Street, 16th - 8th, Both Sides (Joint Project w/ACHD)	50,000		2,000,000			Decreased by \$50K
12 T1 Participation: Streetscape Grants (Not yet awarded)	300,000	300,000	300,000	300,000	300,000	Added 2 grants
13 T1 Participation: Streetscape Grant, 10th & Grove (The 119)	150,000					Per Agreement
14 T1 Participation: Streetscape Grant, 16th & Idaho (Idaho Street Townhomes)	110,000					Per Agreement
15 T1 Participation: Streetscape Grant, 15th & Jefferson (Sturiale Place)	40,000					Per Agreement
16 T2 Participation: 10th & Bannock Streetscape Improvements (Hyatt Place Hotel)			120,000	120,000	120,000	Per Agreement
17 T3 Participation: Streetscape Improvements & Façade Easement (Athlos Academies)	750,000					
SPECIAL PROJECTS						
18 Westside Downtown District Recommendations (McKibben & Cooper / Kushlan & Assoc.)						New project - amount TBD
19 T5 Participation: Parcel Acquisition or Partial Bond Payment for Parking Garage	3,000,000					Increased by \$500K
Estimated Expenses	\$4,450,000	\$800,000	\$2,670,000	\$1,370,000	\$2,470,000	

CCDC 5-Year CIP - 2016 Amendment

30TH STREET DISTRICT FY '16 UPDATE	FY2016	FY2017	FY2018	FY2019	FY2020	
Estimated Revenues	\$235,000	\$310,000	\$240,000	\$240,000	\$240,000	
INFRASTRUCTURE						
1 Capital Improvements General		125,000	140,000	140,000	140,000	Moved \$25K to T1
2 Wayfinding Project Installation		50,000				Moved from '16 (ACHD/ITD approval delay)
PLACEMAKING						
3 T1 Participation: Streetscape Grants (Not yet awarded)	100,000					New project
TRANSIT						
4 Main-Fairview Right Sizing	25,000					Reduced by \$10K
SPECIAL PROJECTS						
5 CCDC/City West End Revitalization Agreement	85,000					
6 Development Projects General	25,000	100,000	100,000	100,000	100,000	
7 Multi-Purpose Stadium/Development		35,000				Moved from '16
8 6.5 Acres on Whitewater Park & Main (TBD)						
9 2.5 Acres on 24th & Fairview (TBD)						
10 10.5 Acres on 27th & Fairview (TBD)						
11 College of Western Idaho Boise Campus (TBD)						
Estimated Expenses	\$235,000	\$310,000	\$240,000	\$240,000	\$240,000	



AGENDA BILL

Agenda Subject: Resolution 1440 Approve The Grove Plaza Renovation CMGC Contract Amendments: GMP-2 Additional Pre-construction Services and GMP-3 The Guaranteed Maximum Price for Construction Services		Date: May 9, 2016
Staff Contact: Doug Woodruff	Attachments: Resolution 1440, including Amendment No.2 and Amendment No.3	
Action Requested: Approve Amendment No.2 and Amendment No.3 to the CMGC Construction Agreement with McAlvain Construction to renovate the Grove Plaza.		

Fiscal Notes:

Amendment No.2 approves \$43,660 for additional pre-construction scope of work associated with extended schedule and additional coordination performed by McAlvain.

Amendment No.3 approves \$4,562,440 of construction services to renovate The Grove Plaza.

Contract Summary Pre-construction Services

Original Agreement: \$67,611

Amendment No.2: \$43,660

Total Pre-con: \$111,241

Contract Summary Construction Cost

Amendment No.1: \$282,602 (early procurement of brick pavers)

Amendment No.3: \$4,562,440 (balance of construction costs)

Total GMP: \$4,845,042 (Guaranteed Maximum Price)

Resolution 1440 authorizes the Executive Director to amend the GMP amount up to 5%, if determined necessary in his best judgement, to address unforeseen circumstances during construction.

Background:

In September, 2015 the Agency entered into a Construction Manager General Contractor (CMGC) contract with McAlvain construction. Since then, McAlvain Construction in tandem with CSHQA architects and Agency staff have developed construction documents, a project budget, schedule and logistics plan to renovate the Grove Plaza.

When the original agreement for preconstruction planning was negotiated in September 2015 it contemplated construction beginning February 2016. Negotiation of property use agreements with the Gardner Company for City Center Plaza construction and Boise Centre for the Phase 2 expansion required additional unanticipated coordination and planning not addressed in the original agreement. McAlvain supported the Agency's efforts to formulate a workable solution with all stakeholders, revised the schedule, budget and logistics plan accordingly. Amendment No.2 adds preconstruction services to the agreement to address the additional efforts and deliverables that were necessary to reach a Guaranteed Maximum Price (GMP) proposal.

Amendment No.3 is the GMP proposal developed by McAlvain. The GMP includes all direct construction costs, fees, bonds, and insurance necessary to construct the Grove Plaza renovation. McAlvain provided an initial estimate in November, several interim iterations, and a 60% estimate in January. Through this estimating process the design was revised to improve construction efficiency, increase design value, and shorten the construction duration.

In April, McAlvain competitively bid the project to the subcontractor community abiding by public procurement procedures. Agency staff was active in the bidding process and attended the bid openings. The GMP proposal includes the lowest responsive subcontractor bids.

The stakeholder group established in the chartering process remains involved through ongoing public outreach. Agency staff and McAlvain are working closely with ITD, ACHD, City of Boise, DBA, GBAD, ESI, Oppenheimer, Gardner, and Block 22llc to minimize construction disruptions and build enthusiasm for the renovation. The cooperative community engagement will remain active through the duration of construction.

Upon approval of this Resolution 1440 McAlvain will begin awarding subcontracts and mobilizing for construction. Installation of construction fencing and demolition is scheduled to begin May 18, 2016. The construction agreement sets forth a completion of the renovation of the central plaza, north spoke, and west spoke by November 8, 2016. The south spoke renovation will begin April 3, 2017 and will reach substantial completion on June 16, 2017.

Staff Recommendation:

Staff recommends the Board find it in the best interest of the Agency and of the public to adopt Resolution 1440, approving Amendment No.2 and Amendment No.3 to The Grove Plaza Renovation CMGC Contract with McAlvain Construction.

Suggested Motion:

I move to adopt Resolution 1440, approving Amendment No.2 and Amendment No.3 to the CMGC Contract with McAlvain Construction.

RESOLUTION NO. 1440

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENTS NO. 2 AND NO. 3 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR CONSTRUCTION AGREEMENT BETWEEN THE AGENCY AND MCALVAIN CONSTRUCTION, INC., TO INCREASE THE AMOUNT SPECIFIED FOR PRECONSTRUCTION SERVICES COMPENSATION, TO ESTABLISH THE GUARANTEED MAXIMUM PRICE (GMP) FOR RENOVATION OF THE GROVE PLAZA, AND TO AMEND CERTAIN SECTIONS OF THE AGREEMENT, AS INDICATED; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENTS NO. 2 AND NO. 3; 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, a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, Agency owns certain real property, consisting of the Grove Plaza and certain pedestrian walkways, that was obtained through the vacation of 8th Street between Main Street and Front Street and Grove Street between Capitol Boulevard and 9th Street, all located in Ada County, Idaho, pursuant to that certain Vacation of Public Right-Of-Way, dated September 28, 1973, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 862452 (collectively the "Grove Plaza");

WHEREAS, upon approval of Resolution 1403 by its Board of Commissioners on September 23, 2015, the Agency entered into a Construction Manager / General Contractor (CM/GC) construction agreement with McAlvain Construction, Inc., for renovation of the Grove Plaza using the CM/GC construction delivery method; and,

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

WHEREAS, upon approval of Resolution 1421 by its Board of Commissioners on December 14, 2015, the Agency and McAlvain Construction, Inc., amended the CM/GC construction agreement with the execution of "Amendment No. 1 to ConsensusDocs® 500 Standard Agreement and General Conditions Between Owner and Construction Manager," in order to allow for early procurement of brick paver materials, as a long lead-time material for the project, for the amount of Two Hundred Eighty-Two Thousand Six Hundred Two and no/100 Dollars (\$282,602.00); and,

WHEREAS, the Agency and McAlvain Construction, Inc., desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 2 to ConsensusDocs® 500 Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A to this Resolution, amending the amount specified for Preconstruction Services Compensation because of additional scope of work and extended schedule; and,

WHEREAS, the Agency and McAlvain Construction, Inc., desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 3 to ConsensusDocs® 500 Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit B to this Resolution, in order to make certain text amendments to the Agreement, as indicated, and to establish a Guaranteed Maximum Price (GMP) for the construction services associated with renovation of the Grove Plaza using the CM/GC construction delivery method; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve Amendments 2 and 3 and to authorize the Executive Director of the Agency 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 the Construction Manager / General Contractor construction agreement between the Agency and McAlvain Construction, Inc., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Board hereby authorizes the Executive Director to execute Amendment No. 2 to the Construction Manager / General Contractor construction agreement with McAlvain Construction, Inc., approving an increase in the amount specified for Preconstruction Services Compensation by \$43,630.00 for a new total of ONE HUNDRED ELEVEN THOUSAND TWO HUNDRED FORTY and 94/100 DOLLARS (\$111,240.94).

Section 4: That Amendment No. 3 to the Construction Manager / General Contractor construction agreement between the Agency and McAlvain Construction, Inc., attached hereto as Exhibit B and incorporated herein by reference, is approved as to both form and content.

Section 5: That the Board hereby authorizes the Executive Director to execute Amendment No. 3 to the Construction Manager / General Contractor construction agreement with McAlvain Construction, Inc., amending certain sections of the construction agreement as indicated and approving the Guaranteed Maximum Price amendment of FOUR MILLION FIVE-HUNDRED SIXTY-TWO THOUSAND, FOUR-HUNDRED FORTY AND NO/100 DOLLARS (\$4,562,440.00), plus up to 5% of this amount to address unforeseen circumstances if determined necessary in his best judgement, which amount is in addition to Amendment No. 1, approved by the Board on December 14, 2015, for procurement of brick paver materials in the amount of \$282,602.00.

Section 6: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 9, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on May 9, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY:

By: _____
John Hale, Chairman

Date: _____

ATTEST:

By: _____
Secretary

Date: _____

EXHIBIT A

AMENDMENT NO. 2 TO ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER

(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for Preconstruction Services)

Dated April 27, 2016

Pursuant to Section 3.3 of the Agreement dated October 1st, 2015 between the Owner, Capital City Development Corporation (CCDC) and the Contractor, McAlvain Construction, Inc. for The Grove Renovation Project (the Project), the Owner and the Contractor desire to establish a Guaranteed Maximum Price ("GMP") for the Work to extend the duration and scope of preconstruction services. Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, is FORTY-THREE THOUSAND, SIX-HUNDRED THIRTY (\$43,630).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A: Clarifications and premise on which the GMP Amendment is based, dated April 27, 2016; four (4) pages.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

Project Phase-I construction substantial completion is anticipated late-Fall 2016, Phase-II construction substantial completion anticipated Spring 2017 – Preconstruction Services extension from February 8, 2016 to May 8, 2016.

ARTICLE 3 DATE OF FINAL COMPLETION

Final Completion for the project will be established in a future GMP Amendment.
This Amendment is entered into as of April 27, 2016.



EXHIBIT A

CONTRACTOR: McAlvain Construction, Inc.
5559 W. Gowen Rd.
Boise, ID 83709

BY: [Signature]

PRINT NAME John Nelson

PRINT TITLE DIRECTOR OF PRECONSTRUCTION

ATTEST: _____

APPROVED AS TO FORM AND CONTENT:

Department Date

Purchasing Agent Date

Legal Department Date

OWNER: Capital City Development Corporation (CCDC) Contract Amendment No. 2
121 N. 9th Street Amount:
Suite 501 \$43,630
Boise, Idaho 83702

BY: _____
Date

ATTEST: _____
Date





EXHIBIT A



Equal Opportunity Employer

April 27, 2016

Exhibit A

Doug Woodruff
Capital Improvements Project Manager
Capital City Development Corporation (CCDC)
121 N 9th St Suite 501
Boise, Idaho 83702

RE: Extended Preconstruction Services Proposal – GMP Amendment No. 2
The Grove Plaza Renovation Project

Mr. Woodruff,

In effort to fulfil necessary preconstruction services for the Grove Plaza Renovation, McAlvain Construction, Inc. (MCI) is submitting this amendment proposal to the CM Agreement with Capital City Development Corporation (hereafter CCDC or Owner), originally executed October 31, 2015. The intent of this amendment is to capture additional investment required to complete preconstruction services previously defined, reconcile additional scope mandated by project stakeholder constraints, and address the extended duration of services to be provided beyond what was originally intended or anticipated by both parties. To support the proposed amendment request, MCI believes it worthwhile to highlight and recap a few key considerations which support this claim for additional compensation.

At the time CCDC and MCI entered into agreement, there was consensus between parties that construction would commence no later February 8, 2016, ensuring project substantial completion prior to the start of "Alive after Five" events in the Grove Plaza; scheduled to begin June 1, 2016. The significance of this completion timeline was supported by the inclusion of a liquidated damages clause within the executed Agreement for not meeting the anticipated substantial completion date. The initial preconstruction services proposal prepared for CCDC (dated 8-Sept-15') recognized this critical path delivery window and established a base scope of services and specific timeline for preconstruction delivery. This timeline was further recognized via a "Project Outlook" calendar (dated 28-Sept-15') provided by the Owners' design consultant (CSHQA), and substantively planned for and agreed upon via an initial Baseline Project Delivery Schedule dated 6-Oct-15'. Despite working diligently to meet the planned project delivery timeline, the agreed upon Baseline schedule for both preconstruction and construction has routinely changed due to outside stakeholder (Gardner Company, ESI, Boise Centre, etc.) input and negotiations. With each proposed change, MCI has revised and/or updated logistics plans, budgets and construction schedules to work with the evolving list of stakeholder events, demands, constraints and changing commitments. As of the submission date of this amendment proposal, MCI has completed eighteen (18) such revision updates.

Coordination with Gardner Company and ESI was included in our Agreement and it was contemplated that a Property Use Agreement (PUA) would be in place prior to the anticipated 8-Feb-16' start of construction. What was not anticipated is the extraordinary level of effort and amount of meetings it would take to obtain reliable commitments for turnover dates to be



EXHIBIT A



Equal Opportunity Employer

incorporated into an amended PUA between CCDC and Gardner Company. Turnover dates and conditions commitments by these parties changed no less than four (4) times within a two month period, with negotiations of the amended PUA extending to 29-Mar-16'. The unwillingness of stakeholders to make reliable commitments and finalize afore noted PUA, is a primary reason for the extension of term on our preconstruction services agreement. Additionally, these stakeholders' failure to negotiate with CCDC in an open and transparent manner, dictated MCI provide the numerous logistic, estimate and schedule revisions previously noted.

Coordination with Boise Centre and ESI was included in our Agreement and it was contemplated that a PUA for the Boise Centre Expansion would be in place prior to 8-Feb-16'. This PUA between CCDC, Boise Centre and ESI is still under negotiation and is now not anticipated to be finalized until 9-May-16'. The additional efforts MCI has undertaken due to not having the PUA in place includes but is not limited to: 1) postponement of bidding cycles, 2) revisions to logistic plans and schedules during bid cycle, 3) structuring deductive bid alternates for South spoke improvements, and 4) revisions to logistic plans, schedules and estimates after bid opening to accommodate still evolving PUA terms. It was anticipated in our original agreement that this PUA would be completed well prior the initial bid date. The extended duration of this PUA negotiation by more than eighty (80) days, along with the multiple revisions during and after the Grove Plaza bidding phase were never anticipated and were unreasonably caused by the less than transparent negotiations and unreliable commitments by these stakeholders.

The original Agreement anticipated a five (5) month duration of preconstruction services, from 8-Sept-15' to 8-Feb-16'. This duration has extended an additional three (3) months, from 8-Feb-16' to 9-May-16'; a 60% increase in the term of preconstruction services. It was anticipated that some extension of preconstruction services could be absorbed, however, a 60% increase was not and could not have been reasonably anticipated. The cause of this extended time was solely and exclusively caused by the additional burden placed upon MCI by the afore noted stakeholders and their inability to make reliable commitments. This resulted in the extension of the preconstruction term and imposed the unanticipated mass expenditure of resources to address, negotiate and resolve issues solely caused by said parties; taking away resources which would have otherwise been utilized to fulfil services proposed in our original Agreement.

For the reasons indicated above, MCI is submitting this proposal for additional preconstruction services for the Grove Plaza Renovation. Since both parties have entered in to a ConsensusDocs® 500 Standard Agreement and General Conditions Contract Agreement Between Owner and Construction Manager (Where the CM is At-Risk), the appropriate contractual avenue to extend the preconstruction services timeframe and budget is by this associated GMP Amendment No. 2. This proposal includes a Not-To-Exceed extension of preconstruction services to cover only additional services required from February 8th, 2016 to May 8th, 2016.

Proposed Timeline

Based on our preliminary discussions with CCDC, we anticipate the following timeline associated with extending our services:

- Preconstruction Services – February 8, 2016 – May 8, 2016



EXHIBIT A



Equal Opportunity Employer

Proposed Billing Labor Rates and Estimated Extension of Man-Hours

Position	2015-2016								Total Est. Mhrs	Billing Labor Rate/Hr	Total Estimated Labor Cost
	O	N	D	J	F	M	A	M			
Preconstruction Services Manager	0	0	0	0	48	96	40	8	192	\$84.18	\$16,162.56
Project Manager	0	0	0	0	32	64	20	12	128	\$66.63	\$8,528.64
Project Superintendent	0	0	0	0	0	120	60	20	200	\$79.38	\$15,876.00
Project Engineer	0	0	0	0	0	0	32	16	48	\$53.41	\$17,304.84
Estimator	0	0	0	0	0	0	0	0	0	\$62.03	\$2,563.68
Contract Administrator	0	0	0	0	0	0	0	0	0	\$48.15	\$0.00
Safety Officer	0	0	0	0	0	0	0	0	0	\$53.37	\$0.00
*Total Estimated Labor Cost	0	0	0	0	80	280	152	56	568		*\$43,130.88

*Total Estimated Labor Cost is estimated based on the hours and Billing Rates established in the chart above and is based on current known conditions. Only the actual hours worked that are associated with these preconstruction services will be billed at the established rates identified for each position.

Preconstruction Extended Reimbursable Expenses

Description	Quantity	Unit	Unit Rate	Total
Copying Printing/Reproductions	2.0	MO	\$150.00	\$300.00
Advertising Expense	2.0	MO	\$50.00	\$100.00
Office & Engineering Supplies	2.0	MO	\$50.00	\$100.00
*Total Reimbursable Expenses				*\$500.00

*For the purposes of this proposal, we have included an allowance for reimbursable items. Reimbursable expenses include plan copying, mailing or FedEx charges. We have not included any allowances for costs associated with travel. Reimbursable costs will not be marked up and will be passed through at cost. Construction costs, permit application fees, impact fees or any other cost other than what has been identified above have not been included within this budget.



EXHIBIT A



Equal Opportunity Employer

Extended Preconstruction Services Fees

Description	Total
Preconstruction Services Labor	\$43,130.88
Preconstruction Reimbursable Expenses	\$500.00
*Total Preconstruction Services Fees	\$43,630.88

*Total Preconstruction Services Fees are a not-to-exceed amount unless authorized by CCDC.

We are very appreciative of this opportunity to work with you on this project. Should you have any questions or need additional information, please call.

Sincerely,
McAlvain Construction, Inc.

Jamal Nelson
Director of Preconstruction

EXHIBIT B

AMENDMENT NO. 3 TO ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER

(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for Preconstruction Services)

Dated May 4, 2016

Pursuant to Section 3.4 of the Agreement dated October 1, 2015 between the Owner, Capital City Development Corporation (CCDC) and the Contractor, McAlvain Construction, Inc. for The Grove Renovation Project (the Project), the Owner and the Contractor desire to establish a Guaranteed Maximum Price ("GMP") for the Work on the Grove Plaza Renovation project. Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE (PACKAGE NO. 3)

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, is FOUR MILLION, FIVE-HUNDRED AND SIXTY-TWO THOUSAND, FOUR-HUNDRED AND FORTY DOLLARS AND ZERO CENTS (\$4,562,440.00).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A Drawing and Specifications Log, including Addenda, and information furnished by the Owner under Section 4.3, dated May 4, 2016, three (3) pages.

EXHIBIT B Assumptions and Clarifications on which the GMP is based, dated May 2, 2016, ten (10) pages.

EXHIBIT C Estimate Breakdown dated May 4, 2016, four (4) pages

EXHIBIT D Contract Revisions dated May 4, 2016, two (2) pages

Exhibit E Baseline Project Schedule dated May 4, 2016, six (6) pages

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

MOBILIZATION #1 – North Spoke, Core, Fountain, Restroom Building, West Spoke

- Date of Commencement is May 17th, 2016
- Substantial Completion is November 8th, 2016

MOBILIZATION # 2 – South Spoke

- Date of Commencement is April 3rd, 2017
- Substantial Completion is June 5th, 2017



EXHIBIT B

ARTICLE 3 DATE OF FINAL COMPLETION

MOBILIZATION #1 – North Spoke, Core, Fountain, Restroom Building, West Spoke

-Date of Commencement is May 17th, 2016

-Final Completion is November 28th, 2016

MOBILIZATION #2 – South Spoke

-Date of Commencement is April 3rd, 2017

-Final Completion is June 26th, 2017

This Amendment is entered into as of May ____, 2016.

CONTRACTOR: McAlvain Construction, Inc.
5559 W. Gowen Rd.
Boise, ID 83709

BY: Terry McAlvain

PRINT NAME Terry McAlvain

PRINT TITLE CEO

ATTEST: [Signature]

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

Contract Amendment No. 3
Amount:
\$4,562,440.00

BY: _____
Date

ATTEST: _____
Date





Exhibit A - Drawing and Specification Log

Grove Plaza Renovation
Last Update 5/4/2016

*When provided, stamp date was recorded

SHEET #	SHEET TITLE	BID SET - BID PACKAGE #1	ADDENDUM 1	ADDENDUM 2	ADDENDUM 3	GMP NO. 3 CONTRACT SET	NOTES
	DATE RECEIVED BY MCALVAIN:	3/30/2016	4/11/2016	4/13/2016	4/18/2016		
DRAWINGS:							
G0.1	TITLE SHEET	3/30/2016				3/30/2016	
CO.O	GENERAL INFORMATION SHEET	3/30/2016				3/30/2016	
C1.0	SITE DEMOLITION PLAN	3/30/2016				3/30/2016	
C2.0	EROSION AND SEDIMENT CONTROL PLAN	3/30/2016				3/30/2016	
C3.0	HORIZONTAL CONTROL PLAN	3/30/2016				3/30/2016	
C4.0	GRADING AND SITE PLAN	3/30/2016	4/5/2016		4/15/2016	4/15/2016	
C4.1	ENLARGED N/S SPOKE GRADING PLAN	3/30/2016				3/30/2016	
C5.0	SITE UTILITY PLAN	3/30/2016	4/5/2016			4/15/2016	
ALTA.ASCM	ALTA.ASCM SURVEY OF "THE GROVE" BY QUADRANT CONSULTING, INC. (FOR REFERENCE ONLY)	3/30/2016				3/30/2016	
L1.0	SITE PLAN	3/30/2016		4/13/2016		4/13/2016	
L2.0	ENGRAVED BRICK PLAN	3/30/2016				3/30/2016	
L3.0	LANDSCAPE PLAN	3/30/2016				3/30/2016	
L4.0	PLAZA PLAN	3/30/2016				3/30/2016	
L5.0	NORTH AND SOUTH SPOKE PLAN	3/30/2016				3/30/2016	
L6.0	WEST SPOKE PLAN	3/30/2016				3/30/2016	
L7.0	IRRIGATION PLAN	3/30/2016				3/30/2016	
L8.0	SILVA CELL PLAN	3/30/2016				3/30/2016	
L9.0	DETAIL SHEET	3/30/2016				3/30/2016	
L9.1	PAVER DETAIL	3/30/2016				3/30/2016	
A0.1	ASSEMBLY CODE DATA	3/30/2016	4/8/2016			4/8/2016	
A2.1	RESTROOM BUILDING PLANS	3/30/2016	4/8/2016		4/15/2016	4/15/2016	
A2.2	RESTROOM BUILDING DETAILS	3/30/2016	4/8/2016	4/13/2016	4/15/2016	4/15/2016	
A2.3	SCHEDULES AND ELEVATION	3/30/2016			4/15/2016	4/15/2016	
S0.1	GENERAL NOTES	3/30/2016	4/8/2016			4/8/2016	
S0.2	GENERAL NOTES	3/30/2016				3/30/2016	
S2.0	PLAZA PLAN	3/30/2016				3/30/2016	
S2.1	FOUNTAIN PLAN	3/30/2016				3/30/2016	
S2.2	RESTROOM BUILDING PLANS	3/30/2016			4/15/2016	4/15/2016	
S3.0	CONCRETE DETAILS	3/30/2016			4/15/2016	4/15/2016	
S3.1	CONCRETE DETAILS	3/30/2016				3/30/2016	
S3.2	CONCRETE DETAILS	3/30/2016				3/30/2016	
S4.0	CMU DETAILS	3/30/2016	4/8/2016		4/15/2016	4/15/2016	
S5.0	STEEL DETAILS	3/30/2016	4/8/2016			3/30/2016	
S6.0	METAIL STUD DETAILS	3/30/2016				3/30/2016	
M0.1	MECH CODE COMPLIANCE	3/30/2016				3/30/2016	
M0.2	MECH SPECS	3/30/2016				3/30/2016	
M2.1	HVAC PLAN	3/30/2016				3/30/2016	
M3.1	HVAC SCHEDULES AND DETAILS	3/30/2016		4/13/2016		4/13/2016	



EXHIBIT B

Exhibit A - Drawing and Specification Log

Grove Plaza Renovation
Last Update 5/4/2016

*When provided, stamp date was recorded

SHEET #	SHEET TITLE	BID SET - BID PACKAGE #1	ADDENDUM 1	ADDENDUM 2	ADDENDUM 3	GMP NO. 3 CONTRACT SET	NOTES
	DATE RECEIVED BY MCALVAIN:	3/30/2016	4/11/2016	4/13/2016	4/18/2016		
P2.1	PLUMBING PLAN	3/30/2016				3/30/2016	
P2.2	GARAGE PLUMBING PLAN	3/30/2016				3/30/2016	
P3.1	PLUMBING SCHEDULES AND DETAILS	3/30/2016				3/30/2016	
WF1.00	WATER FEATURE LAYOUT PLAN	3/30/2016				3/30/2016	
WF1.01	WATER FEATURE DRAIN PIPING PLAN	3/30/2016				3/30/2016	
WF1.02	WATER FEATURE PIPING PLAN	3/30/2016				3/30/2016	
WF1.03	WATER FEATURE FOG PLAN	3/30/2016				3/30/2016	
WF2.00	HYDRAULIC SHEMATIC	3/30/2016				3/30/2016	
WF3.00	WATER FEATURE EQUIPMENT PLAN & SECTION	3/30/2016				3/30/2016	
WF3.01	WATER FEATURE EQUIPMENT PLAN & SECTION	3/30/2016				3/30/2016	
WF3.02	WATER FEATURE DETAILS	3/30/2016				3/30/2016	
WF4.00	WATER FEATURE SECTIONS	3/30/2016				3/30/2016	
WF4.01	WATER FEATURE DETAILS	3/30/2016				3/30/2016	
WF5.00	WATER FEATURE GENERAL DETAILS	3/30/2016				3/30/2016	
WF6.00	WATER FEATURE ELECTRICAL PLAN	3/30/2016				3/30/2016	
WF6.01	WATER FEATURE ELECTRICAL DETAILS	3/30/2016				3/30/2016	
WF6.02	WATER FEATURE ELECTRICAL DIAGRAMS	3/30/2016				3/30/2016	
WF6.03	WATER FEATURE ELECTRICAL DIAGRAMS	3/30/2016				3/30/2016	
E0.1	ELECTRICAL SYMBOLS, ABBREVIATIONS AND SPECIFICATIONS	3/30/2016		4/13/2016		4/13/2016	
E4.0	SITE ELECTRICAL PLAN	3/30/2016		4/13/2016		4/13/2016	
T4.0	SOUND SITE PLAN	3/30/2016				3/30/2016	
GMP NO. 3 ARCHITECT ADDENDA							
ARCHITECT ADDENDUM 1			4/8/2016			4/8/2016	
ARCHITECT ADDENDUM 2				4/13/2016		4/13/2016	
ARCHITECT ADDENDUM 3					4/15/2016	4/15/2016	
SPECIFICATIONS:							
Strutural C	City of Boise Structural Backcheck Submittal		4/8/2016			4/8/2016	
000001	Cover Page	3/30/2016				3/30/2016	
000110	Table of Contents	3/30/2016				3/30/2016	
011000	Summary		4/11/2016			4/11/2016	
012900	Payment Procedures		4/11/2016			4/11/2016	
015000	Temporary Facilities and Controls		4/11/2016			4/11/2016	
017700	Closeout Procedures		4/11/2016			4/11/2016	
033000	Cast-in-Place Concrete	3/30/2016				3/30/2016	
042200	Concrete Unit Masonry	3/30/2016				3/30/2016	
051200	Structural Steel Framing	3/30/2016				3/30/2016	
052100	Steel Joist Framing	3/30/2016				3/30/2016	
053100	Steel Decking	3/30/2016				3/30/2016	
054000	Cold-Formed Metal Framing	3/30/2016				3/30/2016	
061053	Miscellaneous Rough Carpentry	3/30/2016				3/30/2016	
061600	Sheathing	3/30/2016				3/30/2016	
072100	Thermal Insulation	3/30/2016				3/30/2016	
072413	Polymer-Based Exterior Insulation and finish Systems (EIFS)	3/30/2016				3/30/2016	
072500	Weather Barriers	3/30/2016				3/30/2016	



EXHIBIT B

Exhibit A - Drawing and Specification Log

Grove Plaza Renovation
Last Update 5/4/2016

*When provided, stamp date was recorded

SHEET #	SHEET TITLE	BID SET - BID PACKAGE #1	ADDENDUM 1	ADDENDUM 2	ADDENDUM 3	GMP NO. 3 CONTRACT SET	NOTES
	DATE RECEIVED BY MCALVAIN:	3/30/2016	4/11/2016	4/13/2016	4/18/2016		
075423	Thermoplastic-Polyolefin Roofing (TPO)	3/30/2016				3/30/2016	
076200	Sheet Metal Flashing and Trim	3/30/2016				3/30/2016	
077129	Manufactured roof Expansion Joints	3/30/2016				3/30/2016	
077200	Roof Accessories	3/30/2016				3/30/2016	
078413	Penetration Firestopping	3/30/2016				3/30/2016	
079200	Joint Sealants	3/30/2016				3/30/2016	
079500	Expansion Control	3/30/2016				3/30/2016	
081113	Hollow Metal Doors and Frames	3/30/2016				3/30/2016	
084413	Glazed Aluminum Curtain Walls	3/30/2016		4/13/2016		4/13/2016	
087100	Door Hardware (Refer to Drawings)	3/30/2016				3/30/2016	
088000	Glazing	3/30/2016				3/30/2016	
092216	Non-Structural Metal Framing	3/30/2016				3/30/2016	
092900	Gypsum Board	3/30/2016				3/30/2016	
093013	Ceramic Tiling (Refer to Drawings)	3/30/2016				3/30/2016	
099113	Exterior Painting (Refer to Drawings)	3/30/2016				3/30/2016	
099123	Interior Painting (Refer to Drawings)	3/30/2016				3/30/2016	
101423	Panel Signage (Refer to Drawings)	3/30/2016				3/30/2016	
102800	Toilet, Bath, and Laundry Accessories (Refer to Drawings)	3/30/2016				3/30/2016	
131213	Special Construction Fountains	3/30/2016				3/30/2016	
328413	Drip Irrigation	3/30/2016				3/30/2016	
329100	Planting Soil	3/30/2016				3/30/2016	
329300	Plants	3/30/2016				3/30/2016	
329451	Soil Cells	3/30/2016				3/30/2016	
329456	Planting Soil For Silva Cells	3/30/2016				3/30/2016	

EXHIBIT B



Equal Opportunity Employer

GROVE PLAZA RENOVATION – GMP ESTIMATE EXHIBIT B - ASSUMPTIONS AND CLARIFICATIONS - 5/2/16

Overview:

In general, this project encompasses the turnkey construction of the Grove Plaza Renovation (GPR) project for Capitol City Development Corp. (CCDC) at the Grove Plaza (8th St) between Main St and Front St, and Capitol Blvd and 9th St. The basis of this deliverable is the 100% Construction Documents Guaranteed Maximum Price (GMP) Estimate completed by McAlvain Construction, Inc. (MCI) based on the Construction Documents drawings and specifications dated April 12th, 2016 and associated Addenda.

The Grove Plaza Renovation is designed to consist of multiple improvements to the Grove Plaza with turn-key enhancements delivered in distinct phases. The GPR project includes subsurface drainage improvements, restroom and visitors center building, fountain water feature, pavers, landscaping, irrigation system and site furnishings.

Various assumptions and clarifications specific to the Scope of Work are reflected in the Construction Documents Deliverable. Construction phase activities are anticipated to begin on May 18th, 2016. Assumptions and clarifications utilized to determine the proposed GMP include but are not necessarily limited to the following:

General Conditions:

- a. Proposal is based on the 100% Construction Drawings and Specifications dated April 12th, 2016, and associated Addenda, as prepared by CSHQA.
- b. Subsurface grading and drainage facilities account for the information provided in the Geotechnical Engineering Evaluation prepared by Strata Geotechnics dated January 7th, 2016.
- c. Extent of subsurface utility relocations is clearly defined as 'relocated' in the drawings. It is assumed that all other utilities will be abandoned and do not interfere with any other subsurface features.
- d. GMP estimate is based on two (2) phase mobilizations to complete the project.
- e. The phase-I mobilization on May 17th, 2016 has a project schedule duration of 25-weeks or 5.6-months to reach substantial completion and 27.9-weeks or 6.3-months to reach final completion respectively. The phase-I work consists of completion of the north spoke, core, fountain, restroom building, and west spoke as identified in the CD Deliverable Site Logistics Plan.
- f. The phase-II mobilization on April 3rd, 2017 has a project schedule duration of 10.6-weeks or 2.4-months to reach substantial completion, or 15-weeks or 3.4-months to reach final completion respectively. The work consists of completion of the south spoke as identified in the CD Deliverable Site Logistics Plan.

- g. Although it is excluded from the scope of work and construction schedule, repair of the existing waterproofing system at the 9th St Parking Garage (west spoke) is being contemplated. If this added scope is requested or required, it would necessitate a contract amendment for additional compensation and commensurate extension of time. If the entire waterproofing system at the west spoke needs to be replaced, it is anticipated that a 2-month duration would be required for the waterproofing replacement.
- h. GMP estimate assumes that twenty-five (25) contractor parking spaces/permits will be made available in a neighboring CCDC parking garage, free of charge.
- i. GMP estimate includes the expense of 'bagging' seven (7), City of Boise parking meters on 9th St within the limits of the traffic control boundary shown on the Site Logistics Plan.
- j. GMP estimate includes \$25,000 for potential soils remediation due to wet weather conditions.
- k. GMP estimate does not include an escalation allowance.
- l. GMP estimate includes a construction contingency of 5%. This contingency is in place to allow minor cost revisions due to bid scope gaps and other mutually agreed upon circumstances. Once construction commences, this contingency will be managed in an open book manner and will be reviewed and adjusted monthly throughout the project construction.
- m. GMP estimate includes ACHD Temporary Encroachment Permit and necessary traffic control for extended lane closure requirements on 9th Street for the first mobilization only.
- n. GMP estimate includes ACHD Approach permit on 9th Street for performing curb and ramp replacement where the west spoke transitions to the pedestrian crosswalk.
- o. GMP estimate includes ITD Approach permit on Front Street for performing curb replacement where the south spoke transitions to the pedestrian crosswalk.
- p. GMP estimate includes all trade permits required, and building permit fees but **does not** include any type of plan review fees or demolition permits required by Authorities Having Jurisdiction (AHJ's). It assumed that the plan review will be complete and the building permit will be ready prior to the mobilization date.
- q. GMP estimate assumes all new construction activities associated with Boise Centre will be coordinated around the Baseline Project Schedule (12-Apr-16') where primary access for the Boise Centre Expansion project will be from the south spoke. Access through MCI's construction site, will be limited to acceptable windows and time frames determined by MCI. All access must be coordinated a minimum 1-week in advance and a mutual site inspection between the accessing party, MCI and CCDC must be performed prior to granting access. Additional time and compensation might be sought if damage is caused by the accessing party and repairs are required.
- r. GMP estimate **does not** include traffic control or protection of Grove Plaza work in place, for or during other parties access into work areas controlled by MCI.
- s. GMP estimate **does not** include third party materials testing, monitoring, and reporting, as it is anticipated these services will be Owner-provided. Any testing performed by Contractor will be for planning purposes.
- t. The work of this proposal shall be performed in a continuous manner with the exception of the two (2) separate mobilizations identified in the deliverable. The proposal **does not** include costs to perform this work in segments (a non-continuous manner) or due to stoppages that are not within McAlvain's control including delays associated with owner-furnished items that need modifications for inclusion in this project.

- u. McAlvain has included the applicable General Conditions and/or pro-rata costs for the work included in this project.
- v. GMP estimate **does not** include Park, Fire and police impact fees.
- w. Appropriate insurance coverage has been included per the attached Exhibit A – Insurance Requirements.
- x. GMP estimate includes Builder's Risk insurance and Performance and Payment Bond.
- y. GMP estimate **does not** include removal of contaminated soils, unforeseen buried obstructions, debris, utilities, hazardous waste, etc.
- z. GMP estimate does not include Utility (Idaho Power, Intermountain Gas, Phone Line, Fiber, etc.) fees.
- aa. GMP estimate **does not** include design and engineering costs of any kind including deferred submittals.
- bb. GMP estimate **does not** include 3rd party commissioning of any kind.
- cc. GMP estimate assumes ESI will turnover north spoke to MCI on July 1st 2016, where ESI removes pedestrian tunnel from the site including slab-on-grade underneath tunnel and agrees to fix any demolition damage and return it to a mutually agrees upon condition per the executed Amended and Restated Public Use Agreement (PUA) executed April 7th, 2016; ESI to allow MCI temp fence just east of north spoke to facilitate the construction of the pavers abutting the Transit Center.
- dd. GMP estimate assumes ESI will turnover the VRT garage lid "complete" to MCI on August 1st, 2016 with structural deck, waterproofing, earthwork, utilities, irrigation lines, tree tubs, engineered soil in tree tubs, paver grates (without frames), electrical rough-in, light pole bases, Chinatown art feature base, illuminated bollard bases, irrigation lines, etc. over VRT garage lid, per the executed Amended and Restated Public Use Agreement (PUA) signed April 7th, 2016; MCI is only responsible for pavers, paver leveling chip, tree installation, pulling wire, illuminated bollards, site furnishings and light pole installation.
- ee. GMP estimate **does not** include the performance of any work integrated with/for the Transit Center and Boise Centre Expansion projects, budgeted or not and reserves the right to agree or not agree to the performance of any of their respective work.
- ff. GMP estimate assumes that no shared access will be required from the start of Silva Cell excavations to completion of pavers over top, for any phase at any time.
- gg. GMP estimate assumes all existing planters, tables, Green Bike Station, and site furnishings will be removed by CCDC and stored off-site prior to mobilization.
- hh. GMP estimate assumes that all engraved paver deliveries will be limited to 5-ea pallets maximum as scheduled by MCI, on no longer then a 43-ft trailer due to site restrictions, or pavers will be delivered to satellite laydown area within 2-miles of the project site, protected by CCDC, and transported to the site by MCI as needed.
- ii. GMP estimate assumes residential grade 100w post mounted lights temporarily fixed to light pole foundations will be sufficient for areas of the project open to the public.
- jj. GMP estimate assumes all grading has been coordinated with ADA accessibility code requirements therefore grade adjustments beyond what is shown in the Construction Documents is not included.
- kk. GMP estimate includes general trash clean-up outside of the construction fence during the first mobilization only.
- ll. GMP estimate **does not** include any temporary power provisions for the construction of the South Spoke during the second mobilization as it is assumed that the temporary power will be provided and paid for by the Grove Plaza permanent power infrastructure.

mm. GMP estimate assumes that the 'short term' turn-out off of Front St in front of Boise Centre can be utilized for deliveries and accessing the South Spoke during the second mobilization.

1. **Earthwork/Utilities/Demolition:**

- a. GMP estimate includes salvage of the engraved Ironspot pavers only with delivery to Owners' storage facility. All other existing Ironspot pavers will be discarded.
- b. GMP estimate includes sufficient salvage of the Manganese pavers in acceptable condition, to be reused for all of the Manganese pavers in the GPR project. All other existing Manganese pavers will be discarded.
- c. GMP estimate includes removal of existing Honey Locust trees and portions of the concrete tree wells. All trees in the south spoke will be removed By Others.
- d. GMP estimate includes removal of tree grates with delivery to Owners' storage facility; grate frames will not be salvaged.
- e. GMP estimate includes demolition and removal of light-pole foundations, valley gutters, and existing access ramp at 9th Street pedestrian crosswalk.
- f. GMP estimate **does not** include hazardous materials testing and abatement.
- g. GMP estimate **does not** include rock and/or boulder excavation.
- h. GMP estimate assumes existing soil is suitable for structural fill as needed and existing paver base will be reusable as new paver base for the entire site.
- i. GMP estimate **does not** include site surface dewatering or deep dewatering system.
- j. GMP estimate includes the installation and maintenance of the SWPPP/Erosion Control Measures. Estimate is based on SWPPP design/plan to be provided by the Civil Engineer.
- k. GMP estimate includes \$5,000 for paving patching and repairs for utility tie-in work at 9th Street.
- l. GMP estimate includes adjustment of existing utilities to new finish grades, but excludes any existing utility relocations or adjustments below grade, not specifically identified and called for in final construction documents.
- m. GMP estimate includes 200-lf of 2" PVC pipe for new domestic water service to restroom structure.
- n. GMP estimate includes 6" sanitary sewer lines with a pipe length of 367-lf. An additional \$9,420 is included for sanitary sewer tap at 9th St.
- o. GMP estimate includes approximately 465-cy of Seepage Bed with a Sand and Grease Trap to accommodate the fountain trench drain only.
- p. GMP estimate **does not** include natural gas service and/or meter.
- q. GMP estimate **does not** include removal/relocation of underground electrical; any potential costs for new service distribution (Idaho Power) to be captured by the Owner.
- r. Estimate includes the removal of existing site lighting and abandonment of existing service power to site lighting only – existing light poles to be delivered to City of Boise storage area.
- s. GMP estimate includes storm drainage system for seepage bed/Wells Fargo Garage roof drainage only.
- t. GMP estimate includes excavation and export of all native materials within Silva Cell areas.
- u. GMP estimate includes (30) thirty 30" diameter augered holes, extending to maximum 15-ft depth, backfilled with free draining rock.
- v. GMP estimate includes backfill of existing fountain cistern demolition area with native excavated materials.
- w. GMP estimate includes removal of approximately 420-sf of existing storefront system from Boise Centre at location of new restroom and visitor center structure. It is assumed this

work will be coordinated when 'The Perch' conference room is unoccupied, eliminating the need for temporary wall shown on drawing A2.1.

- x. GMP estimate includes \$1,256 for concrete core drilling of electrical and plumbing penetrations through existing Wells Fargo garage ceiling and wall.
- y. GMP estimate **does not** include structural modifications to existing Wells Fargo underground garage or replacement/repair of topping slab over garage waterproofing system.
- z. GMP estimate assumes topping slab provided over geofoam at the VRT lid By Others, protecting the integrity of the geofoam and waterproofing system, prior to MCI working over the area.
- aa. GMP estimate assumes that Wells Fargo Garage parking spaces and drive aisles will be made available to accommodate a scissor lift during normal business hours without being charged parking fees in order install the garage utilities.

2. Landscape/Irrigation/Pavers/Site Furnishings:

- a. GMP estimate includes fifteen (15), 4'x4' tree grates and frames.
- b. GMP estimate includes eighteen (18), 4'x8' tree grates and frames.
- c. GMP estimate **does not** include the re-use of planters and supply of irrigation to new planter boxes.
- d. GMP estimate includes thirty-one (31) hoop bicycle racks per CCDC standard details with concrete foundations where, (12) twelve hoop bicycle racks will have custom 'Grove Icon' emblem.
- e. GMP estimate includes \$333,285 for one (1) portable stage, twenty (20) Parc Center tables, sixty (60) Parc Center chairs, twelve (12) fixed seat tables and umbrella combos, sixteen (16) freestanding umbrellas, and six (6) microphones.
- f. GMP estimate assumes that (3) litter receptacles can be removed from the scope of work revising the required quantity from (10) to (7) litter receptacles as a mutually agreed upon value engineering opportunity.
- g. GMP estimate **does not** include any type of portable of permanent site fencing or railing.
- h. GMP estimate includes supply and install of approximately 52,000-sf of Endicott square edge and permeable pavers with spacers.
- i. GMP estimate includes 1.5" screed layer of 5/16" clean chip placed under paver field.
- j. GMP estimate includes polymeric sand compacted into pavers after installation.
- k. GMP estimate includes removal of existing asphalt layer under west spoke pavers and the placement of a new 3/4" asphalt layer for leveling pavers.
- l. GMP estimate includes installation of approximately 5,000-sf of engraved brick pavers, supplied by Owner.
- m. GMP estimate assumes that engraved brick pavers do not need to be placed in an exact location according to the engraving but are acceptable to be installed anywhere in the engraved paver zone per drawing L2.0.
- n. GMP estimate assumes brick paver pattern as plain (herringbone) with bands (running bond), as shown in final Construction Documents drawings.
- o. GMP estimate includes two (2) design/build recessed 'Grove Icon' logos constructed out of corten steel routed, embedded and epoxied into the pavers at the end of the north/south spokes. GMP estimate assumes that (1) 'Grove Icon' logo in the west spoke can be removed from the scope of work revising the required quantity from (3) to (2) custom icons

as a mutually agreed upon value engineering opportunity. It is assumed that no engineering/stamped drawings will be required for the design of the emblems.

- p. GMP estimate assumes standard planting soil used in the silva cells instead of engineered, blended and/or amended soil mixture.
- q. GMP estimate assumes new irrigation backflow device and water supply within existing fountain vault; with available 16gpm at 50psi minimum.
- r. GMP estimate includes six (6) irrigation zones.
- s. GMP estimate includes eighteen (18), 3-1/2" caliper 'Honeylocust' trees, and fifteen (15) 3" caliper 'White Ash' trees.
- t. GMP estimate includes 2" schedule-40 PVC irrigation sleeving and 1" lateral lines. Seelving at VRT lid to tree tubs by others.
- u. GMP estimate includes 5/16" clean chip leveling chip.
- v. GMP estimate does not include landscape maintenance period following tree plantings; tree planting is the final activity before Turnover and Final Completion.
- w. GMP estimate assumes Irrigation Controller to be 'Rainbird-Me' type, valves to be 'Rainbird XCZ-PRB-100-COM' commercial drip control zone kits with basket filters, and drip lines to be 'Rainbird XFS' type; **does not** include remote control device.

3. **Concrete:**

- a. GMP estimate includes concrete light pole foundations with reinforcement.
- b. GMP estimate includes concrete curbs below grade at all tree wells.
- c. GMP estimate includes replacement of curb and gutter at street transitions from South and West spokes – includes 2' saw-cut and asphalt paving replacement at each per ITD and ACHD standards respectively.
- d. GMP estimate includes 12" thick, 30'x30' wide water feature jet deck slab.
- e. GMP estimate includes 6" thick, 3,000psi standard grey concrete slab with WWM over geofoam, within restroom and visitor center structure.
- f. GMP estimate includes a curb at the edge of the permeable paver bands running North/South on each side of the North and South Spokes.
- g. GMP estimate includes a plastic tank cistern instead of a cast-in-place unit for the fountain as a mutually agreed upon value engineering opportunity. The HS-20 load rating over the cistern will be achieved with a 6" thick thickened edge cast-in-place concrete slab capping the plastic tank.

4. **Masonry & Stone:**

- a. GMP estimate assumes load-bearing CMU walls as 12" standard gray, fully grouted and reinforced – no vertical control joints are assumed at south 3-hr masonry wall abutting Boise Centre.
- b. GMP estimate includes expansion bellows and EIFS patching where Visitor Center building abuts Boise Centre building. EIFS color to "best match" existing Boise Centre façade within reason, not accounting for existing color fading.

5. **Metals:**

- a. GMP estimate includes embeds in/on masonry wall for structural steel bearing.
- b. GMP estimate includes structural steel beams and metal deck over restroom and visitor center structure.
- c. GMP estimate assumes all structural steel is to be shop primed and will not require fire proofing or intumescent painting.
- d. GMP estimate **does not** include any type of railings or metal stairs.
- e. GMP estimate **does not** include a steel ladder for access of roof, assumes accessibility from adjacent Boise Centre roof.
- f. GMP estimate includes WWM reinforcement for all slabs on and below grade, with reinforcing steel in all masonry walls.

6. **Rough Carpentry/Siding:**

- a. GMP estimate includes pressure treated wood nailer at masonry parapet walls
- b. GMP estimate assumes all backing material in visitor center to be fire treated blocking.
- c. GMP estimate does not include the construction of the temporary wall in 'The Perch' conference of the Boise Centre as the sequence of this work has been coordinated with the Greater Boise Auditorium District's schedule to avoid disruptions.

7. **Casework/Millwork:**

- a. GMP estimate **does not** millwork, casework and shelving within new visitor center area.
- b. GMP estimate **does not** include any type of countertops within new restrooms – wall mounted sinks.

8. **Insulation:**

- a. GMP estimate includes R-21 batt type insulation at interior framed walls in visitor center and spray foam filled headers.
- b. GMP estimate includes rigid insulation under the slab, up the stem wall, and up the masonry assembly where specified.
- c. GMP estimate includes installation of 2" direct applied EIFS with color to "best match" Boise Centre at new restroom and visitor center structure.

9. **Waterproofing/Repellants/Air Barriers:**

- a. GMP estimate includes waterproofing tie-ins at starter wall and west spoke light pole foundations only.

10. **Roofing/Sheet Metal:**

- a. GMP estimate assumes prefinished metal flashings at all dissimilar material transitions.

- b. GMP estimate assumes prefinished metal coping with cleated connections and hidden fastener system.
- c. GMP estimate assumes 45-mil white membrane TPO roofing over R-30 rigid insulation sloped to drain.

11. **Doors/Frames/Hardware:**

- a. GMP estimate includes four (4) single hollow-metal doors, frames and hardware for restrooms and mechanical room.
- b. GMP estimate includes one (1) double storefront door at visitor center.

12. **Glass/Glazing/Windows:**

- a. GMP estimate includes 2.5" anodized aluminum storefront system with glazing at visitor center entrance.
- b. GMP estimate assumes storefront doors and glazing without auto-operators.

13. **Drywall/Metal Studs/Ceilings/Plaster:**

- a. GMP estimate includes non-structural metal framing furnished and installed at visitor center - Interior studs to deck at all locations are to be 3-5/8" and 20-ga.
- b. GMP estimate includes all drywall as 5/8" with Level 4 finish.
- c. GMP estimate includes any type of ceiling structure/elements, either framed or acoustical where specified.

14. **Flooring/Tile:**

- a. GMP estimate does not include vapor control system.
- b. GMP estimate includes sealed concrete floor finish in all rooms except for the restrooms.
- c. GMP estimate assumes that the epoxy flooring in the restrooms can be revised to a stained and sealed floor as a mutually agreed upon value engineering opportunity.
- d. GMP estimate includes porcelain wall tile in restrooms only where the materials shall cost \$4/sf or less.

15. **Paint/Wall Cover:**

- a. GMP estimate includes field finish of doors and frames.
- b. GMP estimate **does not** include wall covering except for the wall infills at 'The Perch' conference room inside of the Boise Centre.
- c. GMP estimate includes block-filler, prime and painting of all interior walls.

16. Specialties:

- a. GMP estimate includes \$3,250 for exterior building blade sign.
- b. GMP estimate includes \$4,905 for restroom mirrors and accessories.
- c. GMP estimate **does not** include restroom partitions.
- d. GMP estimate includes \$49,879 for two (2) custom LED 'Grove Plaza' signs to be mounted on the concourse of the Boise Centre. All sign backing and conduits provided By Others.
- e. GMP estimate **does not** include any clearance signage in the Wells Fargo Garage that may or may not be required for the garage utilities installation.

17. Equipment/Water Feature:

- a. GMP estimate includes budget for new plaza water feature with all related plumbing, electrical and equipment.
- b. GMP estimate includes twenty-five (25) in-line display pumps, type 'Paco 12709 lc'
- c. GMP estimate includes regenerative filter and prostrainer with anchors, type 'Proflow PS1010HC'
- d. GMP estimate includes one (1) motor control center, one (1) local control panel, one (1) UV panel, and one (1) lighting control panel designated for the fountain.
- e. GMP estimate includes twenty-five (25) LED 1" Dominator ground jets with fog nozzles.
- f. GMP estimate includes the removal of all existing fountain related plumbing, piping and pumps.
- g. GMP estimate includes all new plumbing associated with fountain water feature.
- h. GMP estimate includes new trench drain and sanitary waste piping.
- i. GMP estimate includes \$12,384 for installation and programming of fountain automation system.

18. Furnishings:

- a. GMP estimate **does not** include window coverings at visitor center.
- b. GMP estimate **does not** include artwork, furniture, fixtures and equipment within visitor center.

19. Fire Protection:

- a. GMP estimate **does not** include wet or dry fire protection system with new structure, or modifications to existing system within Boise Centre.

20. Plumbing:

- a. GMP estimate includes stainless steel vandal resistant restroom fixtures.
- b. GMP estimate assumes water closet in each restroom with sensor flush valve and lav with auto sensor.
- c. GMP estimate includes 4" waste line from restrooms, through garage ceiling and out sidewall, transitioning to 6"; length of run is estimated to be 420-lf to POC.

- d. GMP estimate includes a 3" vent line to roof of new restroom and visitor center roof.
- e. GMP estimate includes new 1-1/2" domestic water supply to restrooms.
- f. GMP estimate includes outdoor rated water fountain outside of restrooms.
- g. GMP estimate includes new 6" sanitary lines from restrooms and fountains to POC on 9th Street.
- h. GMP estimate includes water heater and mop sink in janitorial room.
- i. GMP estimate assumes that only (1) one utility reroute (HVAC Duct) is required in the Wells Fargo Garage to accommodate the routing of the garage utilities.

21. HVAC:

- a. GMP estimate includes one (1), 3-ton packaged, electric roof top unit to serve the visitor center and provide tempered air into the restrooms.
- b. GMP estimate includes two (2) ceiling fans in the restroom.
- c. GMP estimate includes install of 10" PVC piping for bringing ventilated air into the fountain equipment vault, utilizing existing intake location.
- d. GMP estimate includes a second, 10" PVC pipe for exhaust air out of fountain equipment vault. This line will be installed a minimum of 10' from the air intake and will include a new precast vault with stainless steel grate cover.
- e. GMP estimate includes a constant volume and constant running inline exhaust fan with the fountain equipment vault.

22. Electrical:

- a. GMP estimate **does not** include upgrading transformer in existing Wells Fargo Garage as all Idaho Power fees are by the owner.
- b. GMP estimate includes two (2) new 200A panels (208/120) in the Mechanical/Storage Room to service site lighting, restrooms, public, tree outlets, and three (3) stage locations.
- c. Estimate includes new 400A NEMA-3R panel (480/277) in the fountain equipment vault.
- d. GMP estimate includes new low voltage NEMA-3R panel (240/120) in the fountain vault.
- e. GMP estimate includes excavation and backfill of all electrical related work.
- f. GMP estimate includes LED building lighting per the light fixture schedule.
- g. GMP estimate includes thirty (30) FGP LED 12ft light poles for site lighting.
- h. GMP estimate includes GFI electrical outlets at all tree wells.
- i. GMP estimate includes final make-up wiring of all mechanical and plumbing equipment for new structure and fountain equipment vault.
- j. GMP estimate includes all conductors necessary to complete electrical scope of work.
- k. GMP estimate includes three (3) outdoor floor boxes with frame cover for AV system.
- l. GMP estimate includes sound system with amplifier, seven (7) pole-mounted speakers, six (6) wall-mounted speakers, cabling, hardware and testing. Conduits, junction boxes, and mounting brackets in Boise Centre columns are By Others.
- m. GMP estimate includes lighting control panel.
- n. GMP estimate includes relocating of existing loads in fountain equipment vault to new panel.
- o. GMP estimate **does not** include provisions for a fire alarm.



				15% SD Budget					60% DD Budget					GMP Estimate	10/1/2015 PreConstruction	12/3/2015 GMP #1	5/9/2016 GMP #2	5/9/2016 GMP #3
BASE BID - BUDGET ESTIMATE															Funds Released	Funds Released	Funds Released	Funds Released
Bid Package	Section Name	Qty	UofM	Unit Price	Total	Qty	UofM	Unit Price		Qty	UofM	Unit Price						
1000 General Conditions																		
1000	Pre-Construction	1	lsum	\$67,611	\$67,611	1	lsum	\$67,611	\$67,611	See Below	See Below	See Below	See Below					
1010	General Conditions	8	mths	\$49,786	\$398,286	8	mths	\$54,246.13	\$433,969	10	mths	\$43,191.50	\$431,915			\$ 2,858.00		\$ 429,057.00
1012	ACHD Temp Encroachment Permit	1	lsum	\$12,000	\$12,000	1	lsum	\$3,900	\$3,900			\$2,634.25	\$2,634					\$ 2,634.25
1017	Winter Conditions Allowance	1	lsum	\$25,000	\$25,000					N/A	N/A	N/A	N/A					
1019	Curb Cut Approach Permits					1	lsum	\$2,000.00	\$2,000	1	lsum	\$3,700.00	\$3,700					\$ 3,700.00
1020	Barricades / Traffic Control					9	mths	\$5,884.89	\$52,964	6	mths	\$5,650.00	\$33,900					\$ 33,900.00
1030	Flagger at Front St									6	mths	\$1,741.67	\$10,450					\$ 10,450.02
1040	Builders Risk Insurance									1	lsum	\$12,256.00	\$12,256					\$ 12,256.00
1050	Building Permit Fees									1	lsum	\$26,000.00	\$26,000					\$ 26,000.00
1060	Waterproofing Investigation									1	lsum	\$3,430.00	\$3,430					\$ 3,430.00
1070	Metered Stall Rental for Lane Closure									176	day	\$70.00	\$12,320					\$ 12,320.00
1080	Survey									1	lsum	\$21,380.00	\$21,380					\$ 21,380.00
1090	Miscellaneous Protection									1	lsum	\$7,500.00	\$7,500					\$ 7,500.00
	Totals				\$502,897				\$560,444				\$565,485					
2000 Site Work																		
2010	Tree Removal	44	each	\$41	\$1,800	40	each	\$40.91	\$1,636	27	each	\$476.81	\$12,874					\$ 12,874.00
2050	Soil Removal Due to Inclement Weather	833	cuyd	\$30	\$25,000	833	cuyd	\$30.01	\$25,000	833	cuyd	\$30.01	\$25,000					\$ 25,000.00
2055	Concrete Sawcutting & Coring	715	lnft	\$7	\$5,000	715	lnft	\$6.99	\$5,000	715	lnft	\$1.76	\$1,256					\$ 1,256.00
2056	SWPPP	1	lsum	\$3,500	\$3,500	1	lsum	\$3,500	\$3,500	1	lsum	\$3,500.00	\$3,500					\$ 3,500.00
2057	Storefront Demolition	400	sqft	\$9	\$3,500	420	sqft	\$9.52	\$4,000	420	sqft	\$9.52	\$4,000					\$ 4,000.00
2058	Demo Vault Chaseway & Existing Cistern					333	cuyd	\$36.04	\$12,000	333	cuyd	\$27.33	\$9,101					\$ 9,101.00
2065	Ground Radar & Potholing					1	lsum	\$4,600	\$4,600	1	lsum	\$2,000.00	\$2,000					\$ 2,000.00
2070	Shoring & Lagging @ North Spoke Sidewalk					300	sqft	\$23	\$6,988	N/A	N/A	N/A	N/A					
2071	Scrabble Asphalt Leveling @ West Spoke									1	lsum	\$2,200.00	\$2,200					\$ 2,200.00
	Totals				\$38,800				\$62,724				\$59,931					
2200 Earthwork																		
2220	Excavate Site & Repair Base Section"	2765	cuyd	34.99	\$96,761	2765	cuyd	\$34.99	\$96,761	2765	cuyd	\$30.63	\$84,692					\$ 84,692.00
2225	Root Ball & Concrete Tree Well Removal	44	each	\$170	\$7,500	42	each	\$170.45	\$7,159	40	each	\$128.73	\$5,149					\$ 5,149.00
2230	Demo Site Curbs & Sidewalks	1250	sqft	\$4	\$5,000	1250	sqft	\$4.00	\$5,000	1250	sqft	\$1.71	\$2,135					\$ 2,135.00
2235	Existing Utility Grade Adjustments	7	each	\$714	\$5,000	7	each	\$714.29	\$5,000	7	each	\$799.14	\$5,594					\$ 5,594.00
2240	Backfill @ Existing Fountain Cistern	167	cuyd	\$21	\$3,500	167	cuyd	\$20.96	\$3,500	385	cuyd	\$30.08	\$11,579					\$ 11,579.00
	Totals				\$117,761				\$117,420				\$109,149					
2500 Asphalt																		
2500	Asphalt Patching	2000	sqft	\$3	\$5,000	2000	sqft	\$2.50	\$5,000	2000	sqft	\$2.50	\$5,000					\$ 5,000.00
	Totals				\$5,000				\$5,000				\$5,000					
2600 Water & Storm Drainage																		
2600	2 Water Line "	200	lnft	\$38	\$7,500	200	lnft	\$37.50	\$7,500	247	lnft	\$59.87	\$14,788					\$ 14,788.00
2650	6 Perforated Pipe "	400	lnft	\$50	\$20,000	400	lnft	\$50	\$20,000	N/A	N/A	N/A	N/A					
2670	Silva Cell Installation	16000	sqft	\$47	\$748,711	1402	each	\$278.17	\$390,000	770	each	\$467.96	\$360,326					\$ 360,326.00
2690	Seepage Bed & Sand & Grease Trap					465	cuyd	\$40.72	\$18,937	380	cuyd	\$216.82	\$82,391					\$ 82,391.00
	Totals				\$776,211				\$436,437				\$457,505					
2700 Sanitary Sewer																		
2700	Sanitary Sewer Tap	1	each	\$7,500	\$7,500	1	each	\$12,500	\$12,500	1	each	\$9,420.00	\$9,420					\$ 9,420.00
2722	6 Sanitary Sewer "	600	lnft	\$69	\$41,180	367	lnft	\$68.63	\$25,188	298	lnft	\$21.51	\$6,410					\$ 6,410.00
	Totals				\$48,680				\$37,688				\$15,830					



EXHIBIT B

				15% SD Budget					60% DD Budget					GMP Estimate	10/1/2015 PreConstruction	12/3/2015 GMP #1	5/9/2016 GMP #2	5/9/2016 GMP #3
BASE BID - BUDGET ESTIMATE															Funds Released	Funds Released	Funds Released	Funds Released
Bid Package	Section Name	Qty	UofM	Unit Price	Total	Qty	UofM	Unit Price		Qty	UofM	Unit Price						
2800 Site Improvements																		
2800	Shade Sails	4	each	\$24,881	\$99,523	4900	sqft	\$20	\$98,000	N/A	N/A	N/A	N/A					
2810	4'x4' Tree Grates & Frames	44	each	\$2,182	\$96,000	15	each	\$1,800.00	\$27,000	15	each	\$1,962.40	\$29,436					\$ 29,436.00
2815	4'x8' Tree Grates & Frames					18	each	\$2,500.00	\$45,000	18	each	\$3,032.22	\$54,580					\$ 54,580.00
2820	Bicycle Racks	10	each	\$327	\$3,272	28	each	\$425.00	\$11,900	30	each	\$227.20	\$6,816					\$ 6,816.00
2830	Precast Planters	8	each	\$2,184	\$17,472	19	each	\$477.00	\$9,063	21	each	\$735.90	\$15,454					\$ 15,453.97
2830	Parc Centre Chairs					60	each	\$249.60	\$14,976	64	each	\$272.80	\$17,459					\$ 17,459.00
2830	Parc Centre Tables					30	each	\$667.80	\$20,034	20	each	\$753.80	\$15,076					\$ 15,076.00
2830	Litter Receptacles					9	each	\$1,028.22	\$9,254	7	each	\$2,333.00	\$16,331					\$ 16,331.00
2831	Portable Stage	1	lsum	\$100,000	\$100,000	1	lsum	\$100,000	\$100,000	1	lsum	\$100,000.00	\$100,000					\$ 100,000.00
2833	Tables Fixed Seat, Umbrella Combo									12	each	\$3,500.00	\$42,000					\$ 42,000.00
2836	Freestanding Umbrellas									16	each	\$9,496.88	\$151,950					\$ 151,950.00
2839	Microphones									6	each	\$300.00	\$1,800					\$ 1,800.00
2902	Grove Icons Recessed									2	each	\$2,500.00	\$5,000					\$ 5,000.00
	Totals				\$316,267				\$335,227				\$455,902					
2850 Brick Pavers																		
2850	Square Edge/Permable Pavers	55000	sqft	\$10	\$540,833	55000	sqft	\$9.83	\$540,833	55000	sqft	\$8.49	\$467,167					\$ 467,167.00
2855	Install Engraved Brick	5000	sqft	\$10	\$49,167	5000	sqft	\$9.83	\$49,167	5000	sqft	\$7.00	\$35,000					\$ 35,000.00
2860	Remove Existing Pavers & Deliver Offsite	15000	lsum	\$2	\$27,250	15000	lsum	\$1.82	\$27,250	60000	sqft	\$1.16	\$69,334					\$ 69,334.00
2870	Purchase Brick Pavers	60000	sqft	\$8	\$459,920	52000	sqft	\$8.84	\$459,920	52000	sqft	\$8.84	\$459,920			\$ 254,689.70		\$ 205,230.30
	Totals				\$1,077,170				\$1,077,170				\$1,031,421					
2900 Landscape & Irrigation																		
2900	Irrigation Systems	44	each	\$500	\$22,000	33	each	\$1,000.00	\$33,000	33	each	\$1,133.33	\$37,400					\$ 37,400.00
2920	Trees	44	each	\$1,650	\$72,600	33	each	\$1,650.00	\$54,450	33	each	\$464.09	\$15,315					\$ 15,315.00
	Totals				\$94,600				\$87,450				\$52,715					
3000 Concrete																		
3000	Tree Grate Foundations	44	each	\$914	\$40,218	28	each	\$914.05	\$25,593	33	each	\$678.79	\$22,400					\$ 22,400.00
3090	Light Pole Foundations	28	each	\$678	\$18,975	30	each	\$677.68	\$20,330	30	each	\$677.68	\$13,319					\$ 13,319.00
3100	Curb & Gutter	195	lnft	\$30	\$5,830	195	lnft	\$29.90	\$5,830	195	lnft	\$31.79	\$6,200					\$ 6,200.00
3110	Shade Sail Drilled Pier Footing	4	each	\$1,875	\$7,500	7	each	\$2,490	\$17,433	N/A	N/A	N/A	N/A					
3115	Chinatown Art Feature Foundation					1	each	\$700	\$700	N/A	N/A	N/A	N/A					
3200	Jet Deck Slab	3000	sqft	\$5	\$15,000	1600	sqft	\$12.00	\$19,200	1600	sqft	\$15.63	\$25,000					\$ 25,000.00
3201	6 Slab On Grade"	1600	sqft	\$12	\$19,200	480	sqft	\$6.89	\$3,309	577	sqft	\$6.76	\$3,900					\$ 3,900.00
3220	Walls	264	sqft	\$7	\$1,820	120	lnft	\$60.00	\$7,200	124	lnft	\$68.15	\$8,450					\$ 8,450.00
3300	Concrete Ramp	82	lnft	\$36	\$2,970	480	sqft	\$13.58	\$6,520	122	sqft	\$49.04	\$5,983					\$ 5,983.00
3320	Concrete Curb @ Pavers	82	lnft	\$60	\$4,920					Incl	Incl	Incl	Incl					
3330	Plastic Cistern Tank & Capping Slab	480	sqft	\$14	\$6,520	1	lsum	\$15,000	\$15,000	1	lsum	\$20,000.00	\$20,000					\$ 20,000.00
	Totals				\$122,953				\$121,115				\$105,252					
4000 Masonry																		
4200	12 Grey CMU"	2280	sqft	\$18	\$40,480	2800	sqft	\$17.75	\$49,712	2800	sqft	\$11.16	\$31,235					\$ 31,235.00
	Totals				\$40,480				\$49,712				\$31,235					
5000 Steel																		
5005	Steel Embeds	2	ton	\$3,000	\$6,000	4.5	ton	\$3,000.00	\$13,500	1	lsum	\$2,550.00	\$2,550					\$ 2,550.00
5010	Structural Steel Supply & Install	3	tons	\$5,000	\$15,000	21.5	tons	\$2,268.05	\$48,763	3	tons	\$3,611.67	\$10,835					\$ 10,835.00
5030	Steel Decking Supply & Install	264	sqft	\$13	\$3,500	480	sqft	\$14.58	\$7,000	577	sqft	\$11.09	\$6,400					\$ 6,400.00
	Totals				\$24,500				\$69,263				\$19,785					



				15% SD Budget					60% DD Budget					GMP Estimate	10/1/2015 PreConstruction	12/3/2015 GMP #1	5/9/2016 GMP #2	5/9/2016 GMP #3
BASE BID - BUDGET ESTIMATE															Funds Released	Funds Released	Funds Released	Funds Released
Bid Package	Section Name	Qty	UofM	Unit Price	Total	Qty	UofM	Unit Price		Qty	UofM	Unit Price						
6000 Wood & Plastics																		
6050	Wood Nailer @ Parapet	82	lnft	\$10	\$820	120	lnft	\$10.00	\$1,200	120	lnft	\$12.64	\$1,517					\$ 1,517.00
6200	Casework	12	lnft	\$375	\$4,500	8	lnft	\$375	\$3,000	N/A	N/A	N/A	N/A					
6210	Shelving					28	lnft	\$100	\$2,800	N/A	N/A	N/A	N/A					
	Totals				\$5,320				\$7,000				\$1,517					
7000 Thermal & Moisture Protection																		
7240	EIFS	980	sqft	\$14	\$13,700	1460	sqft	\$13.98	\$20,410	1460	sqft	\$22.23	\$32,450					\$ 32,450.00
7500	45mil White TPO over 5.3 of Poly-iso Insulation"	264	sqft	\$26	\$6,920	480	sqft	\$26.21	\$12,582	480	sqft	\$26.21	\$6,200					\$ 6,200.00
7600	Sheet Metal & Flashing	82	lnft	\$10	\$820	120	lnft	\$10.00	\$1,200	120	lnft	\$10.00	\$1,200					\$ 1,200.00
7700	Rigid Insulation Under Floorslab					480	sqft	\$2.50	\$1,200	577	sqft	\$1.56	\$900					\$ 900.00
7710	Expansion Bellows					90	lnft	\$100.00	\$9,000	90	lnft	\$100.00	\$9,000					\$ 9,000.00
7720	EIFS Patch @ Boise Center Restroom Addition					180	sqft	\$15.00	\$2,700	180	sqft	\$15.00	\$2,700					\$ 2,700.00
	Totals				\$21,440				\$47,092				\$52,450					
8000 Doors & Windows																		
8050	Door & Hardware Installation	4	each	\$250	\$1,000	4	each	\$115.00	\$460	4	each	\$130.00	\$520					\$ 520.00
8100	Hollow Metal Doors & Frames	4	each	\$2,000	\$8,000	4	each	\$1,405.00	\$5,620	4	each	\$861.00	\$3,444					\$ 3,444.00
8400	Aluminum Storefront	280	sqft	\$39	\$10,853	258	sqft	\$42.01	\$10,839	258	sqft	\$71.90	\$18,549					\$ 18,549.00
	Totals				\$19,853				\$16,919				\$22,513					
9000 Finishes																		
9100	Metal Framing	48	lnft	\$65	\$3,120	185	lnft	\$65.00	\$12,025	185	lnft	\$82.17	\$15,202					\$ 15,202.00
9250	Drywall	960	sqft	\$3	\$3,300	985	sqft	\$3.44	\$3,386	985	sqft	\$4.35	\$4,281					\$ 4,281.00
9660	Resilient Base	146	lnft	\$2	\$256	192	lnft	\$1.75	\$336	192	lnft	\$1.56	\$300					\$ 300.00
9680	Porcelain Tile	104	sqft	\$36	\$3,744	200	sqft	\$36.00	\$7,200	269	sqft	\$12.00	\$3,228					\$ 3,228.00
9780	Concrete Conditioner	160	sqft	\$2	\$300	130	sqft	\$1.88	\$244	130	sqft	\$1.88	\$244					\$ 244.00
9900	Painting	2280	sqft	\$1	\$3,400	3840	sqft	\$0.65	\$2,500	3840	sqft	\$1.01	\$3,870					\$ 3,870.00
9910	Stained Concrete Flooring					150	sqft	\$5.00	\$750	150	sqft	\$12.00	\$1,800					\$ 1,800.00
	Totals				\$14,120				\$26,441				\$28,925					
10000 Specialties																		
10400	Signage	4	each	\$125	\$500	4	each	\$125.00	\$500	5	each	\$650.00	\$3,250					\$ 3,250.00
10800	Toilet & Bath Accessories	10	each	\$200	\$2,000	12	each	\$200.00	\$2,400	21	each	\$233.57	\$4,905					\$ 4,905.00
	Totals				\$2,500				\$2,900				\$8,155					
13000 Special Construction																		
13160	Fountain Equipment Supply	1	lsum	\$504,549	\$504,549	1	lsum	\$605,000	\$605,000	1	lsum	\$478,521.00	\$478,521					\$ 478,521.00
13165	Programming of Fountain Automation System	1	lsum	\$15,000	\$15,000	1	lsum	\$15,000	\$15,000	1	lsum	\$12,384.00	\$12,384					\$ 12,384.00
13170	Fountain Mechanical Installation									1	lsum	\$142,075.00	\$142,075					\$ 142,075.00
13180	Fountain Electrical Installation									1	lsum	\$46,330.00	\$46,330					\$ 46,330.00
13190	Fountain Inspections									5	ea	By Owner	By Owner					
	Totals				\$519,549				\$620,000				\$679,310					
15000 Mechanical																		
15000	Sewer Line Connections @ Grove Tie Ins	1	lsum	\$5,025	\$5,025	1	lsum	\$5,025	\$5,025	90	lnft	\$79.59	\$7,163					\$ 7,163.00
15100	Trench Drain	160	lnft	\$75	\$12,000	160	lnft	\$75.00	\$12,000	120	lnft	\$208.33	\$25,000					\$ 25,000.00
15400	Plumbing & HVAC	264	sqft	\$246	\$64,950	480	sqft	\$164.48	\$78,950	577	sqft	\$195.67	\$112,900					\$ 112,900.00
	Totals				\$81,975				\$95,975				\$145,063					
16000 Electrical																		
16000	Electrical w/Lighting Option #1	1	lsum	\$350,000	\$350,000	1	lsum	\$350,000	\$350,000	1	lsum	\$324,893.00	\$324,893					\$ 324,893.00
16200	Change out Transformer	1	lsum	\$15,000	\$15,000					N/A	N/A	N/A	N/A					
16400	Decomissioning of Site Lighting	1	lsum	\$2,500	\$2,500	1	lsum	\$2,500	\$2,500	1	lsum	\$2,386.00	\$2,386					\$ 2,386.00



					15% SD Budget				60% DD Budget				GMP Estimate	10/1/2015	12/3/2015	5/9/2016	5/9/2016
BASE BID - BUDGET ESTIMATE														PreConstruction	GMP #1	GMP #2	GMP #3
Bid Package Section Name		Qty	UofM	Unit Price	Total	Qty	UofM	Unit Price		Qty	UofM	Unit Price		Funds Released	Funds Released	Funds Released	Funds Released
16500	Sound System	1	lsum	\$25,000	\$25,000	1	lsum	\$25,000	\$25,000	1	lsum	\$69,100.00	\$69,100				\$ 69,100.00
16600	Telecom	1	lsum	\$10,000	\$10,000	1	lsum	\$10,000	\$10,000	N/A	N/A	N/A	N/A				
16700	Environmental Controls	1	lsum	\$5,000	\$5,000	1	lsum	\$5,000	\$5,000	N/A	N/A	N/A	N/A				
16710	Chinatown Art Feature Conduit					277	lnft	\$14	\$3,770	N/A	N/A	N/A	N/A				
16711	Illuminated Bollards									4	each	\$2,910.00	\$11,640				\$ 11,640.00
16720	Illuminated Feature Signage									2	each	\$24,939.50	\$49,879				\$ 49,879.00
	Totals				\$407,500				\$396,270				\$457,898				
	Project Hard Cost				\$4,237,576				\$4,172,247				\$4,305,041	\$ -	\$ 257,547.70	\$ -	\$ 4,047,493.54
	Contingency			3.0%	\$127,127			5.0%	\$208,612			2.5%	\$107,626	\$ -			\$ 107,626.00
	General Liability (1.25%)			1.0%	\$47,864			1.0%	\$41,722			1.0%	\$44,127		\$ 2,575.48		\$ 41,551.52
	Fee (8%)			8.0%	\$339,006			8.0%	\$387,637			8.0%	\$353,013		\$ 20,603.82		\$ 332,409.18
	P&P Bond (.7281%)			0.7%	\$34,851			0.7%	\$35,238			0.7%	\$35,235		\$ 1,875.20		\$ 33,359.80
																	\$ -
	TOTAL PROJECT BUDGET				\$4,786,424				\$4,845,456				\$4,845,042	\$ -	\$ 282,602.00	\$ -	\$ 4,562,440.00
	PreConstruction Services												\$111,241	\$ 67,611.00		\$ 43,630.00	

BUDGET SUMMARY

Construction Total:	\$	4,845,042.00
Budget Total:	\$	4,845,456.00
Over/Under:	\$	(414.00)

EXHIBIT B

EXHIBIT D – Contract Revisions – 5/4/16

The following modifications are made to the ConsensusDocs 500 “Standard Agreement and General Conditions Between Owner and Construction Manager (Where the CM is At-Risk), dated October 1, 2015:

1. EDIT SUBSECTION 3.4.1 AS FOLLOWS:

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.

2. NEW SECTION 3.4.10 ADDED TO ADDRESS THE RISK CONTINGENCY:

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

3.4.10.1 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:

3.4.10.1.1 All costs related to Subcontractor claims or charges that result from mistakes or omissions in the subcontract buyout.

3.4.10.1.2 Coordination errors and coordination omissions related to the shop drawings and submittals defined in the Contract Documents.

3.4.10.1.3 Delays or interference caused by a Subcontractor impacting the construction schedule or the Construction Manager's management of the project.

3.4.10.1.4 Delays or interference caused by Subcontractors impacting the schedule or work of another Subcontractor.

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

3.4.10.3 The Construction Manager's use of the Risk Contingency Account is limited to the items described in section 3.4.10.1 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

EXHIBIT B

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.

3. EDIT SUBSECTION 3.6.4 AS FOLLOWS:

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.

4. NEW SUBSECTION 7.3.1 ADDED TO CLARIFY THE CM FEE:

7.3.1 The Construction Manager's Fee shall be earned and paid on a monthly basis by multiplying the fee percentage by the portion of the GMP due to the Construction Manager.

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 and Building Information Modeling Personnel.

7.3.2.4 All reasonable and necessary travel expenses. Travel expenses to be negotiated if over 75 miles from project site.

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.

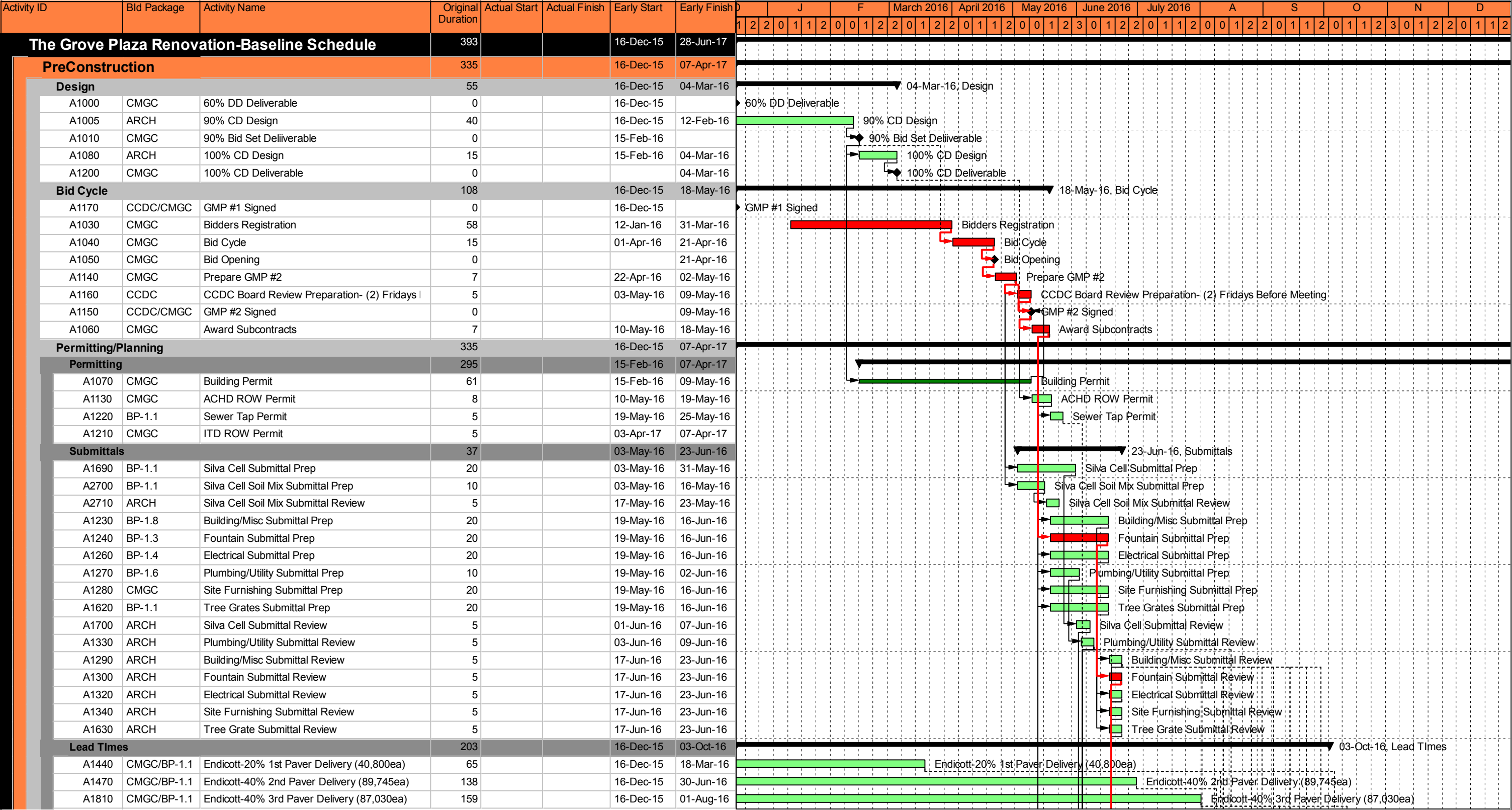
7.3.2.6 Other than retail sales tax, all taxes owed by the Construction Manager including city and state business and occupation tax.

5. DELETE SUBSECTION 8.2.9 IN ITS ENTIRETY

6. NEW SECTION 8.5 ADDED TO ACCOUNT FOR INSURANCE AND BONDS:

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 Insurance, 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.

END OF AMENDMENTS



Remaining Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

TASK filter: All Activities

© Primavera Systems, Inc.

Inclusions: N. Spoke Turnover 7.1.16, VRT Lid Turnover 8.1.16

Exclusions:

*Decompressed

The Grove Plaza Renovation-Baseline Schedule

Exhibit E - Baseline Project Schedule









EXHIBIT B

McALVAIN

CONSTRUCTION INC.

04-May-16 12:17

Activity ID		Bld Package	Activity Name	Original Duration	Actual Start	Actual Finish	Early Start	Early Finish	Gantt Chart																																																
									1 2 2 0 1 1 2 0 0 1 2 2 0 1 2 2 0 1 2 3 0 1 2 2 0 1 2 0 0 1 2 2 0 1 2 0 1 1 2 3 0 1 2 2 0 1 1 2 2 0 1 1 2																																																
A1435	A1435	CCDC/BP-1.1	OFCI-Engraved Pavers (50% Delivery)	20			01-Apr-16	28-Apr-16																																																	
	A1432	CCDC	OFCI-Engraved Paver Program Closed	0			01-Apr-16																																																		
	A1445	CCDC/BP-1.1	OFCI-Engraved Pavers (50% Delivery)	40			01-Apr-16	26-May-16																																																	
	A1710	BP-1.1	Silva Cells (NO RELATIONSHIP)	20			08-Jun-16	06-Jul-16																																																	
	A1410	BP-1.6	Plumbing Fixture-Bldg	30			10-Jun-16	22-Jul-16																																																	
	A1350	BP-1.8	CMU Block-Bldg	20			24-Jun-16	22-Jul-16																																																	
	A1360	BP-1.8	Storefront-Bldg	35			24-Jun-16	12-Aug-16																																																	
	A1370	BP-1.8	EIFS-Bldg	30			24-Jun-16	05-Aug-16																																																	
	A1380	BP-1.8	Cabinets-Bldg	30			24-Jun-16	05-Aug-16																																																	
	A1390	BP-1.8	Joists/Structural Steel-Bldg	15			24-Jun-16	15-Jul-16																																																	
	A1400	BP-1.4	Lighting-Bldg	25			24-Jun-16	29-Jul-16																																																	
	A1420	BP-1.4	Servers/Sound Eqpt-Bldg	40			24-Jun-16	19-Aug-16																																																	
	A1430	BP-1.8	HM Doors-Bldg	30			24-Jun-16	05-Aug-16																																																	
	A1460	BP-1.4	Light Poles	40			24-Jun-16	19-Aug-16																																																	
	A1480	BP-1.3	Fountain Pump	70			24-Jun-16	03-Oct-16																																																	
	A1490	BP-1.3	Fountain Components	40			24-Jun-16	19-Aug-16																																																	
	A1500	CMGC	Site Furnishings	30			24-Jun-16	05-Aug-16																																																	
	A1640	BP-1.1	Tree Grates	40			24-Jun-16	19-Aug-16																																																	
	A1450	BP-1.5	HVAC-Bldg & Fountain Vault	20			24-Jun-16	22-Jul-16																																																	
	Critical Events				120			05-Mar-16	24-Aug-16																																																
	A2250	BOISE CENT	BC-Idaho State Leadership Prayer Breakfast (500 People)	0			05-Mar-16																																																		
	A2260	BOISE CENT	BC-Women and Children's Alliance (500 People)	0			30-Mar-16																																																		
	A2370	BOISE CENT	BC-DBA State of the City Breakfast (500 People)	0			05-Apr-16																																																		
	A2380	BOISE CENT	BC-Boys and Girls Club Ada County (1,000 People)	0			28-Apr-16																																																		
	A2390	BOISE CENT	BC-American Water Works Assn	0			03-May-16																																																		
A2410	BOISE CENT	BC-ISU Graduation (1,500 People)	0			09-May-16																																																			
A2460	BOISE CENT	BC-Boise Metro Chamber of Commerce SBA	0			10-May-16																																																			
A2610	BOISE CENT	BC-Metro Meals on Wheels	0			11-May-16																																																			
A1760	CENTURYLINK	CLA-The Cure Concert (5,000 People)	0			02-Jun-16																																																			
A2620	BOISE CENT	BC-Kid For a Night (900 People)	0			02-Jun-16																																																			
A2020	CENTURYLINK	CLA-Bodybuilding.com	0			06-Jun-16																																																			
A2630	BOISE CENT	BC-Boise Metro Chamber of Commerce	0			07-Jun-16																																																			
A2640	BOISE CENT	BC-Talbot Conference	0			25-Jun-16																																																			
A2650	BOISE CENT	BC-St Luke's Health System	0			11-Aug-16																																																			
A2660	BOISE CENT	BC-Boise Metro Chamber of Commerce	0			24-Aug-16																																																			
Mobilization #1 - North Spoke, Core, Fountain, Restroom				245			16-Dec-15	05-Dec-16																																																	
Construction				245			16-Dec-15	05-Dec-16																																																	
Install Temp Provisions				228			16-Dec-15	08-Nov-16																																																	
A1085	CCDC	Remove Green Bike Station-West Spoke (NO F	5			16-Dec-15	22-Dec-15																																																		
A1090	CMGC	Mob	0			19-May-16																																																			
A1100	CMGC	SWPPP Install	2			19-May-16	20-May-16																																																		
A1120	CMGC	Traffic Control-9th St	120			19-May-16	08-Nov-16																																																		
A1110	CMGC	Temp Fence/Signage/Barricades	5			23-May-16	27-May-16																																																		
Phase 1 - Fountain/Building				110			19-May-16	24-Oct-16																																																	

 Remaining Level of Effort  Summary
 Actual Work
 Remaining Work
 Critical Remaining Work
 Milestone

TASK filter: All Activities

© Primavera Systems, Inc.

Inclusions: N. Spoke Turnover 7.1.16, VRT Lid Turnover 8.1.16

Exclusions:

*Decompressed








Exhibit E - Baseline Project Schedule



EXHIBIT B

04-May-16 12:17

[illegible]

 Remaining Level of Effort  Summary
 Actual Work
 Remaining Work
 Critical Remaining Work
  Milestone

TASK filter: All Activities

© Primavera Systems, Inc.

Inclusions: N. Spoke Turnover 7.1.16, VRT Lid Turnover 8.1.16

Exclusions:

*Decompressed

Exhibit E - Baseline Project Schedule










EXHIBIT B

McALVAIN
CONSTRUCTION INC.

04-May-16 12:17

[illegible]

 Remaining Level of Effort  Summary
 Actual Work
 Remaining Work
 Critical Remaining Work
  Milestone

TASK filter: All Activities

© Primavera Systems, Inc.

Inclusions: N. Spoke Turnover 7.1.16, VRT Lid Turnover 8.1.16

Exclusions:

*Decompressed



Activity ID		Bld Package	Activity Name	Original Duration	Actual Start	Actual Finish	Early Start	Early Finish	D	1	2	2	0	1	1	2	0	0	1	2	2	0	1	2	2	0	1	2	2	0	1	1	2	0	0	1	2	3	0	1	2	2	0	1	1	2	0	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2	2	0	1	2
-------------	--	-------------	---------------	-------------------	--------------	---------------	-------------	--------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Remaining Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

TASK filter: All Activities

© Primavera Systems, Inc.

Inclusions: N. Spoke Turnover 7.1.16, VRT Lid Turnover 8.1.16

Exclusions:

*Decompressed

The Grove Plaza Renovation-Baseline Schedule

Exhibit E - Baseline Project Schedule

Exhibit E - Baseline Project Schedule









EXHIBIT B

McALVAIN

CONSTRUCTION INC.

04-May-16 12:17

[illegible]

 Remaining Level of Effort  Summary
 Actual Work
 Remaining Work
 Critical Remaining Work
 Milestone

TASK filter: All Activities

© Primavera Systems, Inc.

Inclusions: N. Spoke Turnover 7.1.16, VRT Lid Turnover 8.1.16

Exclusions:

***Decompressed**



AGENDA BILL

Agenda Subject: Resolution 1414 Master Agreement By and Between Greater Boise Auditorium District and Capital City Development Corp		Date: May 9, 2016
Staff Contact: Doug Woodruff	Attachments: <div>1. Resolution 1414</div> <div>2. Master Agreement Phase 2 and Grove Plaza, including:<div>a. Exhibit A – the Concourse Easement</div><div>b. Exhibit B – the Door Swing Easement</div><div>c. Exhibit C – the Property Use Agreement</div><div>d. Exhibit D – the Restroom Easement</div><div>e. Exhibit E – the Depiction of the Grassy Knoll</div></div>	
Action Requested: Approve the Master Agreement for Boise Centre Phase 2 Expansion and Agency Grove Plaza Renovation.		

Fiscal Notes:

As consideration for CCDC granting three easements on its property and for the property use agreement necessary for the construction of the expanded convention facilities, the district has agreed to a payment of \$750,000. The consideration acknowledges the importance of the public plaza space and benefit to the convention facilities and operations.

Background:

Master Agreement Phase 2 and Grove Plaza

The master agreement bundles the collection of easements, use agreements and contemplated future coordination items necessary to construct the Phase 2 expansion and the Grove Plaza renovation into one master agreement. Approval of the master agreement will set forth the agreements necessary to construct The District's and the Agency's respective projects.

Concourse Easement

The Phase 2 Expansion includes a concourse, sky bridge, main entrance terrace that occupy air space above the Grove Plaza. The Concourse Easement (Exhibit A to Master Agreement) was approved by the Agency Board in December 2015, granting easement for air rights and footing encroachments to The District.

Door Swing Easement

The Phase 2 expansion interior improvements include vertical circulation that connects the main level of the existing convention center to the third level of the proposed concourse. Two egress doors associated with the vertical circulation swing outward and encroach onto the plaza. The Door Swing Easement (Exhibit B to the Master Agreement) grants easement for the encroaching door swing onto the plaza.

Property Use Agreement

The District has employed ESI Construction to build the Phase 2 Expansion. In order to construct the expansion a portion of the central plaza and south spoke must be closed to the public for use by ESI to conduct construction. The Property Use Agreement (Exhibit C to the Master Agreement) grants ESI use of the plaza from July 5, 2016 to April 1, 2017. It also grants a full closure of the south spoke from September 1, 2016 to December 1, 2016, which has been deemed necessary to accommodate crane activity and maintain public safety.

Agency staff, District staff and ESI representatives are developing a detour plan and outreach campaign in close coordination with ITD, ACHD, City of Boise, DBA, Century Link Arena and Grove Hotel to minimize the disruption to the 8th Street pedestrian and cyclist corridor for the duration of the construction activity.

Restroom Easement

The Grove Plaza renovation will provide public restrooms on the West spoke directly adjacent to the Boise Centre's meeting room known as 'The Perch'. The restroom facility encroaches several inches onto Boise Centre property and blocks existing windows within The Perch. The Restroom Easement (Exhibit D to the Master Agreement) grants the Agency easement to encroach onto Boise Centre property and authorizes Agency to infill the windows with a solid wall.

Next Steps

With approval of the master agreement and associated easements and use agreements, Agency staff will direct McAlvain to commence renovation of the Grove Plaza beginning on May 18, 2016. With approval of the master agreement, Boise Centre will commence with bidding the Phase 2 expansion in preparation the planned July 5, 2016 construction start.

The District, ESI, and Agency staff will continue work with community wide outreach on construction closures, detour routes and other mitigation efforts.

Staff Recommendation:

Agency staff recommends the Agency Board find it in the best interest of the Agency and of the public to approve the master agreement for Boise Centre Phase 2 expansion and Agency Grove Plaza renovation.

Suggested Motion:

I move to adopt Resolution 1414, approving the Master Agreement by and between the Capital City Development Corp. and Greater Boise Auditorium District.

RESOLUTION NO. 1414

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 CERTAIN EASEMENT AGREEMENTS AND A MASTER AGREEMENT CONCERNING THE CONSTRUCTION OF PUBLIC RESTROOMS ON THE GROVE PLAZA BY THE AGENCY AND THE CONSTRUCTION OF THE CONCOURSE BY THE GREATER BOISE AUDITORIUM DISTRICT; AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID AGREEMENTS SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENTS; TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, 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, a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended and supplemented ("Law");

WHEREAS, the Boise City Council adopted its Ordinance No. 5597 on December 6, 1994, approving the Amended Urban Renewal Plan (hereinafter the "Amended Plan" and the Urban Renewal Area is hereinafter referred to as the "Project Area"), Boise Central District Project I and II which Amended Plan adopts by reference the Downtown Urban Design Plan, Framework Master Plan, and Design Guidelines (hereinafter the "Design Guidelines");

WHEREAS, the City Council of the City, after notice duly published, conducted a public hearing on June 5, 2007;

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving and making certain findings on the 2007 Amended and Restated Urban Renewal Plan, for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 (the "2007 Plan");

WHEREAS, the Greater Boise Auditorium District ("District") is a public body organized and operating under the laws of the state of Idaho (the "State") as an auditorium district pursuant to Title 67, Chapter 49 of the Idaho Code (hereinafter the "Act");

WHEREAS, the Act authorizes District to acquire, operate and maintain public convention and auditorium facilities and further authorizes District to enter into lease arrangements relating to the construction and operation of its authorized facilities;

WHEREAS, Section 67-4912(f) of the Act authorizes District to acquire, dispose of and encumber real and personal property and any interest therein, including leases and easements within District;

WHEREAS, Section 50-2015 of the Law authorizes District to dedicate, sell, convey or lease any of its respective interests in any property to Agency, to incur the entire expense of any public improvements for an urban renewal project, and take such further actions as are necessary to aid in or cooperate in the planning or carrying out of an urban renewal plan and related activities;

WHEREAS, Section 50-2015 of the Law further authorizes District and Agency to enter into any such sale, conveyance, lease, or agreement without appraisal, public notice, advertisement, or public bidding;

WHEREAS, the 2007 Plan identifies as an objective the development of a convention center and Agency's participation in such a project;

WHEREAS, District owns and operates a convention center and public event facilities in downtown Boise (the "**Boise Centre**") located within the boundaries of both District and Agency;

WHEREAS, District plans on expanding the Boise Centre (the "**Project**");

WHEREAS, Agency, pursuant to Agency Resolution No. 1415, approved by Agency on December 14, 2015, previously granted District an easement for the construction of a concourse being constructed by District as part of the Project;

WHEREAS, District and Agency have cooperated and coordinated concerning the existing Boise Centre facility over many years;

WHEREAS, the Boise Centre is an integral part of the development related to the Central Plan area;

WHEREAS, Agency owns real property located adjacent to the Boise Centre commonly referred to as the "**Grove Plaza**";

WHEREAS; Agency intends on constructing improvements to the Grove Plaza (the "**Plaza Improvements**"), which includes the construction of public restrooms;

WHEREAS, a portion of the public restrooms are to be constructed on property owned by District;

WHEREAS, District has agreed to grant Agency easements as necessary to construct the public restrooms;

WHEREAS, District and Agency staff and legal counsel have negotiated the terms of a Master Agreement by and Between Greater Boise Auditorium District and Capital City Development Corporation, attached hereto as Exhibit 1 (the "Master Agreement");

WHEREAS, the Master Agreement contemplates Agency and District executing certain easements and a property use agreement for construction attached to the Master Agreement as exhibits, specifically the Concourse Easement Agreement (Exhibit A) (execution of which has already been approved by Agency); the Restroom Easement Agreement (Exhibit B), and a Property Use Agreement (Exhibit C);

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Master Agreement, the Restroom Easement Agreement, and the Property Use Agreement, subject to the conditions set forth below.

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

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

Section 2: That the Chair, Vice-Chair, or Executive Director of Agency are hereby authorized to sign and enter into the Master Agreement, the Restroom Easement Agreement, and the Property Use Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Master Agreement, the Restroom Easement Agreement, and the Property Use Agreement subject to representations by Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Master Agreement, the Restroom Easement Agreement, the Property Use Agreement, or other documents are acceptable upon advice from Agency's legal counsel and that said changes are consistent with the provisions of the Master Agreement, the Restroom Easement Agreement, and the Property Use Agreement and the comments and discussions received at the May 9, 2016, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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 May 9, 2016. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on May 9, 2016.

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

4825-6068-9197, v. 1

MASTER AGREEMENT FOR PHASE 2 AND GROVE PLAZA

THIS MASTER AGREEMENT FOR PHASE 2 AND GROVE PLAZA (this “**Agreement**”) is entered on _____ by and between the Greater Boise Auditorium District, Ada County, State of Idaho, an auditorium district organized and operating under the laws of the State of Idaho (“**District**”), created and maintained under the provisions of Title 67, Chapter 49, Idaho Code, as amended, and the Urban Renewal Agency of Boise City, Idaho, aka Capital City Development Corporation (“**Agency**”), a public body, corporate and politic, organized and operating pursuant to Title 50, Chapters 20 and 29, Idaho Code.

WHEREAS, the Boise City Council, after notice duly published, conducted a public hearing on June 5, 2007;

WHEREAS, following said public hearing, the Boise City Council adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the 2007 Plan and making certain findings on the 2007 Amended and Restated Urban Renewal Plan, for the Boise Central District Project I, Idaho R-4 and Project II, Idaho R-5 (the “**Central Plan**”);

WHEREAS, District is a governmental subdivision of the state of Idaho organized and operating as an auditorium district pursuant to Title 67, Chapter 49 of the Idaho Code (hereinafter the “**Act**”);

WHEREAS, District is authorized under the Act to, among other things, build operate, maintain, market and manage public auditoriums, exhibit halls, convention centers, sports arenas, and similar facilities;

WHEREAS, Section 67-4912(f) of the Act authorizes District to acquire, dispose of, and encumber real and personal property and any interest therein, including easements within District’s area of operation;

WHEREAS, Section 50-2015 of the Urban Renewal Law authorizes District to dedicate, sell, convey, or lease any of its respective interests in any property to Agency, to incur the entire expense of any public improvements for an urban renewal project, and take such further actions as are necessary to aid in or cooperate in the planning or carrying out of an urban renewal plan and related activities;

WHEREAS, Section 50-2015 of the Urban Renewal Law further authorizes District and Agency to enter into any such sale, conveyance, lease, or agreement without appraisal, public notice, advertisement, or public bidding;

WHEREAS, District owns and operates Idaho’s largest convention facility, the Boise Centre, in downtown Boise (the “**Boise Centre**”) located within the boundaries of both District and Agency;

WHEREAS, District is undertaking an expansion of the Boise Centre in 3 phases including (i) the acquisition of new condominium units in the City Center Plaza Project ("**City Center Plaza Project**") in close proximity to the Boise Centre containing a ballroom, commercial kitchen, meeting rooms and ancillary space, (ii) construction of a concourse connecting the new condominium units to the existing Boise Centre (the "**Concourse Project**") and (iii) renovations to the Boise Centre (collectively, the "**Expansion Project**");

WHEREAS, the City Center Plaza will also include a multi-modal transportation center to be owned and operated by Valley Regional Transit and commercial office and retail sites all in close proximity to the Boise Centre;

WHEREAS, District and Agency have cooperated and coordinated concerning the Boise Centre over many years, including but not limited to entering into that Predevelopment Agreement, dated as of April 23, 2014 (the "**Predevelopment Agreement**") and that Amended and Restated Development Agreement, dated as of December 19, 2014, as amended from time to time (the "**Development Agreement**") which provide for, among other things, the agreement of Agency to act as conduit financier for District in connection with the acquisition of a portion of the Expansion Project;

WHEREAS, the Boise Centre and the Expansion Project are integral parts of the development related to the Agency's Central Plan area;

WHEREAS, Agency's willingness to provide air and ground right easements and the other documents and agreements set forth herein are critical to District's Expansion Project;

WHEREAS, Agency owns real property located adjacent to the Boise Centre and the City Center Plaza Project commonly referred to as the "**Grove Plaza**";

WHEREAS, Agency intends to construct improvements to the Grove Plaza (the "**Plaza Improvements**") which will benefit the public and the Boise Centre, including a new fountain, electrical upgrades, surround speakers, shade solutions, tree alignment to allow better visibility of signage and entrances, and public restrooms, which improvements will be completed approximately May 2017;

WHEREAS, the Grove Plaza is the Boise Centre's "front door" and a valuable component of the use and operation of the Boise Centre and its ability to attract meetings and conventions to Boise, and it is integral to the Expansion Project, and, therefore, District agreed in the Predevelopment Agreement to contribute an undetermined sum of money to Agency to assist with the Plaza Improvements; and

WHEREAS, Agency and District desire to continue their mutual cooperation and assistance in connection with the Plaza Improvements and the Expansion Project through the grant of certain easements, construction of certain improvements and contribution of funds as further described herein and as may be agreed upon between the parties as the construction of the Plaza Improvements and Expansion Project progress.

NOW THEREFORE, Agency and District agree as follows:

1. Agency shall grant to District the following easement and construction agreements which are necessary to allow the construction and use of the Expansion Project:

(a) Concourse Easement Agreement. Agency and District have previously approved the Concourse Easement which allows for the encroachment of the Concourse Project on property of Agency. The Concourse Easement Agreement, with final exhibits, is attached hereto as **Exhibit A**;

(b) Door Swing Egress Easement. Agency and District shall enter into the Door Swing Egress Easement to allow for certain encroachments onto the Grove Plaza by doors to be included in the Concourse Project, which easement is attached hereto as **Exhibit B**.

(c) Property Use Agreement. Agency and District shall enter into a use agreement that provides for District's use of the Grove Plaza and other property owned by Agency during the construction of the Concourse Project, and coordination of the construction schedules for the Plaza Improvements by Agency and the Concourse Project by District, which agreement is attached hereto as **Exhibit C**.

(d) Sewer Line Upgrade. Agency agrees to cooperate with and assist District, at District's cost, in connection with the upgrade of the sewer line serving the Boise Centre, as needed, and shall enter into any easement and/or use agreements with District that are reasonably necessary to allow for such upgrade.

2. District shall grant to Agency the following easement to allow for completion of the Plaza Improvements:

(a) Restroom Easement Agreement. As part of the Expansion Project, the existing external restrooms located at the Boise Centre will be closed. District and Agency desire to replace such restrooms with public facilities in the location shown on **Exhibit D**, and therefore, shall enter into the Restroom Easement Agreement allowing for the construction and location of public restrooms as described therein, which easement is attached hereto as **Exhibit D**.

3. In addition to grant of the easements and agreements set forth in Sections 1 and 2 above, Agency and District agree to the following additional items:

(a) Grove Plaza Storage. District and Agency agree to evaluate the desirability and feasibility of a permanent plaza storage facility to be constructed in the general location of the "Grassy Knoll" as depicted on **Exhibit E** as part of future expansion projects. If such a permanent plaza storage is determined to be desirable and feasible by the parties, it is the current intention of the parties that District will provide access, by way of easement or otherwise, to the Grassy Knoll, and Agency will pay to construct and operate any such storage facility, subject to future agreement of the parties.

(b) Restroom Facility. Agency shall construct, own and operate, at Agency's cost, the public restroom facility to be located as set forth in the Restroom Easement Agreement (the "**Restroom Facility**").

(c) Relocation of Visitor's Center. The Agency will construct, as part of the Restroom Facility, office space for a restroom attendant and such audio visual and/or electronic control equipment as may be desired by Agency. In order to provide visitors to Boise and Boise Centre clients with greater access to local information and improve the visitor experience, the Parties desire to move the Visitor's Center from its current location in the District's sales office to a more public location. Therefore, Agency and District agree to cooperate in connection with the construction of the Restroom Facility, to relocate the Visitor's Center to the attendant office in the Restroom Facility.

4. Upon completion of the construction of the Plaza Improvements, Agency and District agree to negotiate the potential terms of District's management and maintenance of the Grove Plaza and/or the Restroom Facility for a negotiated fee. Nothing herein obligates the District to undertake such management and maintenance if terms acceptable to the District, in its sole discretion, cannot be reached. If the parties cannot reach agreement on the management and maintenance of the Grove Plaza, the existing Grove Plaza Maintenance Agreement shall be terminated.

5. In consideration of the benefits of the Grove Plaza to District, the value of the Plaza Improvements to District, Agency's willingness to grant District the easements described herein in connection with District's Expansion Project, District's commitment in the Predevelopment Agreement, and other good and valuable consideration, District agrees to contribute **Seven Hundred Fifty Thousand Dollars (\$750,000)** to Agency as District's total contribution toward the construction of the Plaza Improvements, which amount shall be payable as follows, at the option of District by providing written notice to Agency forty-five (45) days following receipt of bond financing or August 1, 2016, whichever is earlier:

(a) Lump sum payment within forty-five (45) days upon receipt of bond financing; or,

(b) Two (2) equal installment payments set over a two (2) year period beginning in the District's fiscal year 2016 and extending to the District's fiscal year 2017. The first installment will be due on the date of the notice to Agency set forth above and the second will be due on the first anniversary of the date of the notice to Agency set forth above, unless otherwise agreed by the parties.

6. General Provisions.

(a) Notices. Any notices required hereunder shall be served to the Parties at the following addresses:

If to Agency:

Capital City Development Corporation
121 N. 9th St., Ste. 501
Boise, ID 83702

If to District:

Greater Boise Auditorium District
850 West Front Street
Boise, ID 83702

All notices under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the parties at the above-stated addresses or such other address(es) as may from time to time be designated by any such party in writing. Notices mailed as provided in this Section shall be deemed given and received on the date that is three (3) business days following the date of postmark in the case of mailing.

(b) Further Assurances. The parties hereto agree to take all such actions and to execute and provide all additional documents, in form and substance acceptable to the parties, necessary to complete and fulfill the intent and purpose of this Agreement.

(c) No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(d) Time Is of the Essence. Time is of the essence of the provisions hereof.

(e) Choice of Law. It is the intention of the parties that this Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be construed in accordance with, under, and pursuant to the laws of the State of Idaho. This Agreement is entered into in Idaho and shall be governed by and interpreted under the laws of the State of Idaho.

(f) Headings. Headings are provided for the convenience of the Parties and shall not be utilized by any court in construing the meaning of this Agreement.

(g) Binding Effect. This Agreement and all terms and obligations hereof shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

(h) Authority to Execute. Each individual signing this Agreement on behalf of a party warrants that he or she is fully authorized to sign this Agreement and to bind the party on whose behalf the signature is given.

(i) Recitals. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

(j) Interpretation. Capitalized terms shall have the meanings defined where the terms appear in quotation marks.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement via electronic mail shall be as effective as delivery of an original signed copy.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year hereinabove first written.

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO,
AKA CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
Chairman

By: _____
Secretary

GREATER BOISE AUDITORIUM DISTRICT

By: _____
Chairman

By: _____
Executive Director

Recording Requested By and
When Recorded Return to:

GIVENS PURSLEY LLP.
Attn: Kimberly D. Maloney
601 W. Bannock St.
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CONCOURSE EASEMENT AGREEMENT

This Concourse Easement Agreement ("**Agreement**") is made and entered into by and between the CAPITAL CITY DEVELOPMENT CORPORATION ("**Agency**") and GREATER BOISE AUDITORIUM DISTRICT, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation ("**District**"), whose address is 850 West Front Street, Boise, Idaho, 83702, collectively the "**Parties**."

RECITALS

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended and supplemented (the "**Law**");

WHEREAS, the District is a public body organized and operating under the laws of the State of Idaho as an auditorium district pursuant to Title 67, Chapter 49 of the Idaho Code (the "**Act**");

WHEREAS, the Act authorizes the District to acquire, operate and maintain public convention and auditorium facilities;

WHEREAS, the District owns that real property and convention center commonly known as the Boise Centre and legally described on Exhibit A ("**Boise Centre**");

WHEREAS, Agency is the owner of the Grove Plaza and the 8th Street pedestrian walkway, all located in Ada County, Idaho, pursuant to that certain Vacation of Public Right-Of-Way, dated September 28, 1973, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 862452;

WHEREAS, the District is expanding its existing convention center facilities through the purchase and/or lease of certain condominium units described on Exhibit B (the "**Expansion Facilities**") in the mixed use City Center Plaza project being developed by KC Gardner Company, L.C. ("**Developer**").

WHEREAS, the District desires to construct an elevated connection between the existing Boise Centre and the Expansion Facilities, together with related exterior improvements including a terrace in front of the Boise Centre and an associated stair tower, substantially in accordance with the design drawings attached hereto as Exhibit C, and the plans and specifications that are approved by the Agency (collectively, the "**Concourse**");

WHEREAS, in furtherance of the development of the Concourse, the Developer and Agency have previously entered into a Declaration of Access Easement and Centre Air Rights Easement, recorded in the Official Records of Ada County, Idaho, on April 6, 2015 as Instrument No. 2015-027953 to provide for the connection between the Expansion Facilities and the Concourse;

WHEREAS, also in furtherance of the development of the Concourse, the District has entered into an Easement Agreement with Block 22 LLC, an Idaho limited liability company and Block Twenty-Two Condominiums Association, Inc., an Idaho non-profit corporation, recorded in the Official Records of Ada County, Idaho, on March 20, 2015 as Instrument No. 2015-022569 (the "**Block 22 Easement**") to provide an easement over the 3rd story plaza in the Block 22 Condominiums for construction of a portion of the Concourse;

WHEREAS, to complete the connection and allow for construction of the Concourse, the Agency and the District desire to enter into this Agreement to allow for additional air rights over, and certain ground encroachments on, the Grove Plaza and the 8th Street pedestrian walkway, all as more particularly described herein; and

WHEREAS, Agency finds that it is in the best interests of the public that the Concourse be constructed and that it grant the District the rights set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, District and Agency agree as follows:

AGREEMENT

1. Boise Centre Concourse Air Rights Easement. Agency hereby declares, grants, creates, and establishes a perpetual, non-exclusive easement in favor of the District, its successors and assigns, for the benefit of the Boise Centre and the Expansion Facilities, to encroach into the Grove Plaza and the 8th Street pedestrian walkway in the area legally described and depicted on Exhibit D as the "**Boise Centre Concourse Easement**" generally at the elevations shown on Exhibit C in the space depicted and legally described on Exhibit D (the "**Concourse Air Rights Easement**"), attached hereto and incorporated herein. The Concourse Air Rights Easement is granted only to the extent reasonably necessary to accommodate the construction of a connection from the District's Expansion Facilities to the 3rd story plaza in the adjoining Block 22 Condominiums and to the existing Boise Centre, together with related exterior improvements, including a terrace and stair tower, as depicted on Exhibit C. The Concourse Air Rights Easement does not include a right to construct ground level

improvements in the space underneath the Concourse unless otherwise specifically authorized herein.

2. Concourse Ground Support Easement. As shown on the Concourse design drawings attached as Exhibit C, the District and Agency desire to include a terrace over the Grove Plaza as part of the Concourse, with an associated stair tower located at the north end of the terrace, as shown on Exhibits C and D (the "**Stair Tower**"). The Concourse also includes structural posts that will each be limited in size to a 2.5 square foot footprint with no single width dimension greater than 24 inches, unless otherwise approved by Agency, and subsurface footings all as shown generally on Exhibits C and D (collectively, the "**Concourse Columns**"). Agency does hereby declare, grant, create and establish for the benefit and use of the District, or any successive owner of the Boise Centre and/or the Expansion Facilities, an exclusive easement for the Concourse Columns and the Stair Tower to be constructed and located in the Boise Centre Concourse Easement in approximately the locations shown as "Concourse Support Columns" and "Stair Tower" on Exhibit D attached hereto (the "**Ground Support Easement**") in order to locate and maintain the necessary footings, columns and foundations for the Concourse and to, locate and maintain the Stair Tower. Prior to the construction or any reconstruction of the Concourse, including the Concourse Columns, District must execute a construction license agreement with Agency in a form reasonably acceptable to both parties. The final location and dimensions of the Concourse Columns, including the footings, and the Stair Tower shall be subject to Agency approval as set forth in Section 5 below and shall be located entirely within the Boise Centre Concourse Easement legally described on Exhibit D.

3. [Intentionally Omitted]

4. Reserved Rights. Subject to the reservation of signage rights set forth in the Block 22 Easement, the Agency hereby reserves for itself and its successors and assigns the right to permanently affix and display Grove Plaza identification signage on both the north and south sides of that portion of the Concourse that extends over vacated 8th Street (south spoke). The display area for all such signage will be limited to the bottom 2' of the Concourse plus an additional 2' of air space below the Concourse. The Agency hereby further reserves for itself and its successors and assigns the right to permanently mount plaza enhancing features, including, but not limited to, sound and lighting equipment, web cams, and Wifi equipment, on the terrace of the Concourse; provided, however, the location of all such mounted features shall be subject to the approval of the District, not to be unreasonably withheld or delayed. Prior to commencement of any construction on the Concourse, District and Agency shall agree upon the location of the signs as set forth in Section 5. District shall provide reasonable advance notice to Agency staff of any banners that the District intends to attach to the Concourse in connection with any meetings or conventions at the Boise Centre, and agrees to work with Agency staff to determine the best location of such banners. Agency acknowledges that in some cases, "reasonable advance notice" may require a same day response from Agency staff.

5. Approval of Concourse Plans. Prior to commencement of any construction on the Concourse, the District shall submit its design and construction plans ("Plans") to the Agency for approval by Agency in writing. Agency retains sole discretion to approve of the Plans, provided Agency acknowledges and agrees that the Concourse design shown on Exhibit C is hereby approved. Agency agrees that it will not cause unreasonable delay in its review of the Plans. On or before the date Agency transmits its approval of the Plans, Agency shall designate the location and type of any signs permitted pursuant to Section 4 in sufficient detail to enable District to furnish and install mounting brackets on the Concourse during construction, which District agrees to do to accommodate Agency's signs in the locations Agency identifies in its approval of the Plans.

6. Repair of Damages. The District shall exercise its rights hereunder in a manner so as not to damage Agency's property or any property that may at any time be thereon, and the District shall promptly repair any damage caused by the District or its agents, employees, or contractors, and in the event of any such damage, shall restore Agency's property or any property located thereon to substantially the same condition which existed immediately prior to the performance of any work thereon by or on behalf of the District or a better condition.

7. Term. From the date of this Agreement to the completion of the Concourse and thereafter for so long as the Concourse shall exist, following its initial construction and following its reconstruction, if necessary, where the Concourse is substantially restored to its prior condition following its redevelopment, or any damage caused by casualty or condemnation, the Grove Plaza and 8th Street pedestrian walkway shown on Exhibit C shall be held, sold, conveyed, restricted and encumbered subject to and by this Agreement, and the easements created herein, for the purpose of protecting the value and desirability of the Concourse and the Boise Centre, including the Expansion Facilities.

8. Binding Effect. Each covenant, condition and restriction contained or incorporated in this Agreement shall run with the land and be binding upon the Grove Plaza, the 8th Street pedestrian walkway and on Agency and all other persons, entities, or parties, and its or their heirs, successors and assigns, having any right, title or interest in the Grove Plaza, the 8th Street pedestrian walkway, or any part, parcel or lot thereof, and shall inure to the benefit of all and any portion of the Concourse, the Boise Centre, the Expansion Facilities, and all present and future owners of all or any portion thereof. Without limiting the generality of the foregoing, all of the provisions set forth in this Agreement shall benefit each owner, lessee, tenant and subtenant of any portion of the Concourse, the Boise Centre and the Expansion Facilities, and each of their guests, invitees, licensees, successors or assigns.

9. Severability. If any portion of this Agreement is declared illegal, null, void, or otherwise ineffective by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect, and the court is authorized to modify the offending provisions only so far as necessary to assure its compliance with applicable law.

10. Enforcement. The District, the Agency and their successors and assigns in ownership of the Boise Centre, Expansion Facilities, Grove Plaza and 8th Street pedestrian walkway shall be entitled to enforce the provisions of this Agreement, and each covenant, condition and restriction herein, by legal or equitable action for damages, injunction, abatement or specific performance. In the event of legal action, the substantially prevailing party will be entitled to recover its costs and reasonable attorney fees (including such costs and fees on appeal) as ordered by the court.

11. Modification. This Agreement may be modified or rescinded only with the consent of the District, or its successor(s) in interest, and only by written instrument duly executed and acknowledged by the District or its successor(s) in interest. Any such amendment or rescission shall be promptly recorded in the Ada County Recorder's Office, State of Idaho. The parties acknowledge and agree that, if the condominium documents required to create the Expansion Facilities have not been recorded in the official records of Ada County, Idaho, prior to the recording of this Agreement, that the parties shall prepare and record an amendment to this Agreement setting forth the legal description of the Expansion Facilities following recording of the condominium documents.

12. General Provisions.

(a) Notices. Any notices required hereunder shall be served to the Parties at the following addresses:

If to Agency: Capital City Development Corporation
121 N. 9th St., Ste. 501
Boise, ID 83702

If to District: Greater Boise Auditorium District
850 West Front Street
Boise, Idaho 83702

All notices under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Parties at the above-stated addresses or such other address(es) as may from time to time be designated by any such party in writing. Notices mailed as provided in this Section shall be deemed given and received on the date that is three (3) business days following the date of postmark in the case of mailing.

(b) Times Is of the Essence. Time is of the essence of the provisions hereof.

(c) Entire Agreement. This Agreement embodies the entire agreement among the Parties pertaining to the subject matter hereof. There are no other agreements, warranties, or representations among said Parties pertaining to the subject matter hereof other than as set forth herein.

(d) Choice of Law. It is the intention of the Parties that this Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be construed in accordance with, under, and pursuant to the laws of the State of Idaho. This Agreement is entered into in Idaho and shall be governed by and interpreted under the laws of the State of Idaho.

(e) Headings. Headings are provided for the convenience of the Parties and shall not be utilized by any court in construing the meaning of this Agreement.

(f) Binding Effect. This Agreement and all terms and obligations hereof shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns and shall be appurtenant to and run with the real property described herein.

(g) Authority to Execute. Each individual signing this Agreement on behalf of a party warrants that he or she is fully authorized to sign this Agreement and to bind the party on whose behalf the signature is given.

(h) Recitals. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.


(i) Interpretation. Capitalized terms shall have the meanings defined where the terms appear in quotation marks.

**EXECUTED AND EFFECTIVE AS OF THE DATE SIGNED BY THE PARTIES
(LAST DATE SIGNED)**

[Signatures on Following Pages]

AGENCY:

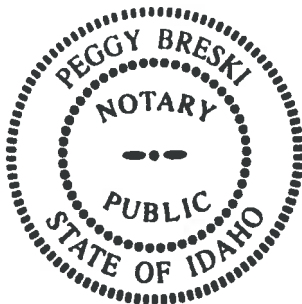
URBAN RENEWAL AGENCY OF BOISE CITY
a/k/a Capital City Development Corporation


By: 
Name: JOHN BRUNELLE
Its: EXECUTIVE DIRECTOR

STATE OF IDAHO)
) ss.
County of Ada)

On this 14th day of March, 2016, before me,
Peggy Breski, a notary public in and for said state, personally appeared
John Brunelle, known to me to be the
Executive Director of Urban Renewal Agency of Boise City, a/k/a Capital
City Development Corporation, who executed the within and foregoing instrument, and
acknowledged to me that Capital City Development Corporation executed the same.

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




Notary Public for Idaho
Residing at Ada County
My Commission Expires 1-25-22

DISTRICT:

GREATER BOISE AUDITORIUM DISTRICT a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-public corporation

By: 
Jim Walker
Chairman

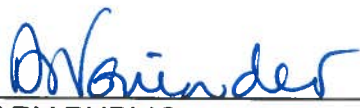
By: 
Pat Rice
Executive Director

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On the 10th day of March, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Jim Walker, the Chairman of the Board of Greater Boise Auditorium District, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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




NOTARY PUBLIC
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires 1/21/2022

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On the 18th day of March, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Pat Rice, the Executive Director of Greater Boise Auditorium District, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

[Seal]



Alison Verrinder
NOTARY PUBLIC
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires 1/21/2022

Exhibit A

Legal Description of Boise Centre

Parcel 1

A parcel of land in Block 21, and in vacated Eighty and original Grove Streets, BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof, filed in Book 1 of Plats at Page 1 records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of Ninth and Front Streets; thence North $35^{\circ}10'05''$ East 40.07 feet along the centerline of Ninth Street to a point; thence South $54^{\circ}46'55''$ East 40.01 feet to the most Westerly corner of said Block 21; thence North $35^{\circ}13'17''$ East 77.10 feet along the most Westerly boundary of Block 21 to a point and the TRUE POINT OF BEGINNING; thence North $35^{\circ}13'17''$ East 182.91 feet to the most Northerly corner of Block 21; thence North $35^{\circ}12'08''$ East 37.08 feet to a point, thence South $54^{\circ}47'33''$ East 240.89 feet along a line 3.00 feet Southwesterly of and parallel to the centerline of vacated original Grove Street to a point; thence along a curve to the left 123.88 feet, said curve having a radius of 100.00 feet, a central angle of $70^{\circ}58'39''$ and a long chord bearing South $7^{\circ}44'53''$ East 116.11 feet to a point; thence South $35^{\circ}13'35''$ West 195.02 feet along a line 20.00 feet Westerly of and parallel to the centerline of vacated Eight Street to a point; thence North $54^{\circ}47'36''$ West 259.99 feet to a point; thence along a curve to the right 94.26 feet, said curve having a radius of 60.00 feet, a central angle $90^{\circ}00'53''$ and a long chord bearing North $9^{\circ}47'09''$ West 84.86 feet to the TRUE POINT OF BEGINNING.

Containing 84,001.34 square feet or 1.928 acres, more or less.

Parcel 2

A parcel of land in vacated Original Grove Street between 9th and 8th Streets, BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof, filed in Book 1 of the Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said BOISE CITY ORIGINAL TOWNSITE; thence along the centerline of Main Street South $54^{\circ}47'55''$ East, 40.05 feet to a point; thence South $35^{\circ}13'17''$ West, 40.09 feet to the most northerly corner of said Block 9; thence continuing South $35^{\circ}13'17''$ West 260.00 feet along the easterly right-of-way line of 9th Street to the most westerly corner of Block 9; thence continuing South $35^{\circ}13'17''$ West, 13.84 feet to a point; thence South $54^{\circ}47'33''$ East, 130.00 feet along a line 26.25 feet northeasterly of and parallel to the vacated centerline of Original Grove Street to a point, and the TRUE POINT OF BEGINNING; thence South $35^{\circ}12'27''$ West 29.25 feet to a point;

thence South 54°47'33" East 70.00 feet along a line 3.00 feet southwesterly of parallel to the vacated centerline of Original Grove Street to a point; thence North 35°12'27" East 29.25 feet to a point; thence North 54°47'33" West 700.00 feet along a line 26.25 feet northeasterly of and parallel to the vacated centerline of Original Grove Street to the TRUE POINT OF BEGINNING.

This parcel shall consist only of surface and air rights. Elevations above Mean Sea Level for the bottom of the parcel shall be understood to control the elevation of ownership. The top of the concrete wearing surface that will be constructed over a waterproof membrane and roofing slab over the underground parking facility, varying in elevation from 2745.5 to 2746.25, Boise City Datum will define the ownership.

Utility easements penetrating the wearing surface, membrane and basement roofing slab with horizontal extensions to the edge of the parcel shall be provided at locations to be determined in the final design.

Containing 2,047.50 square feet or 0.047 acres, more or less.

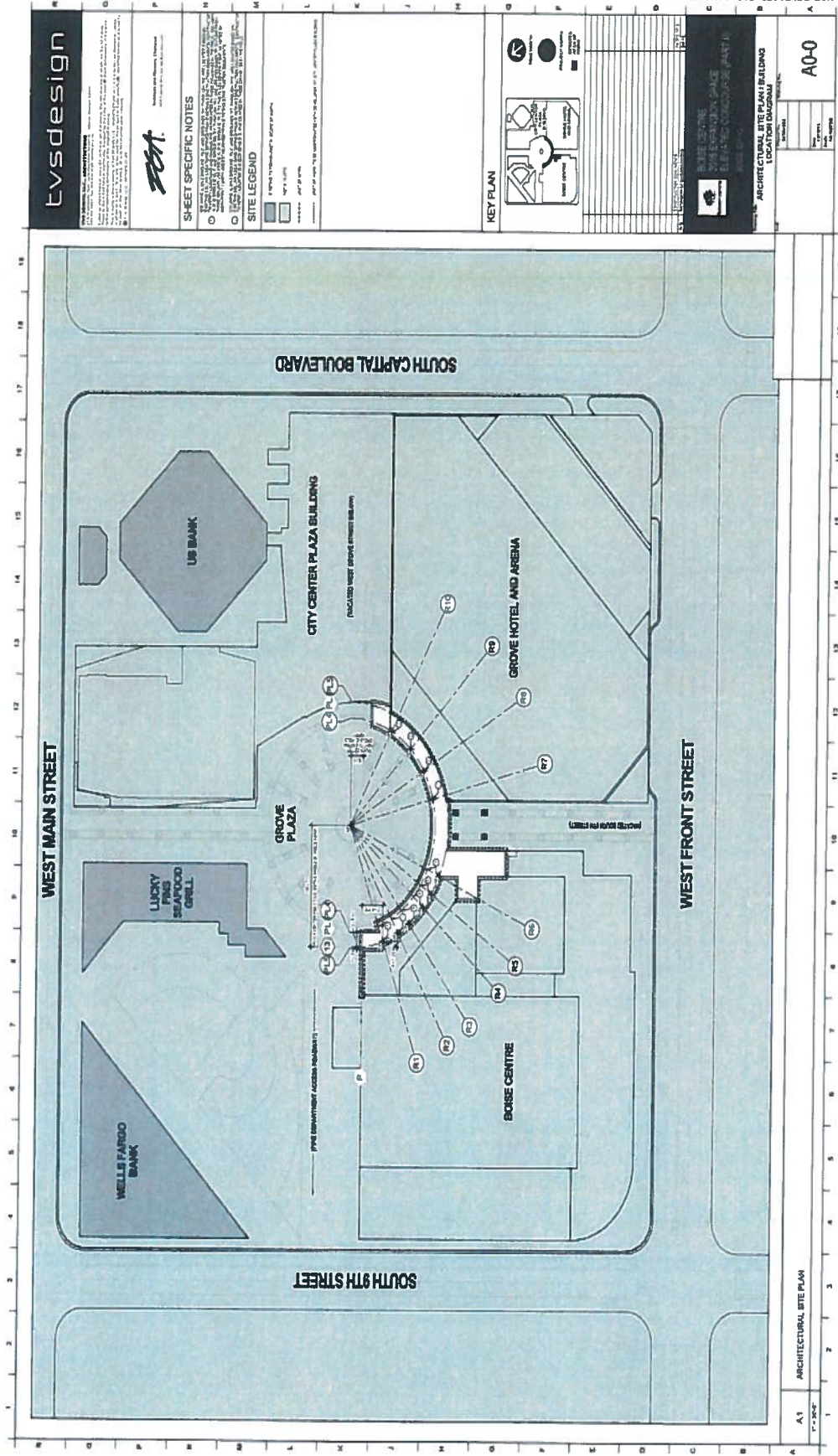
Exhibit B

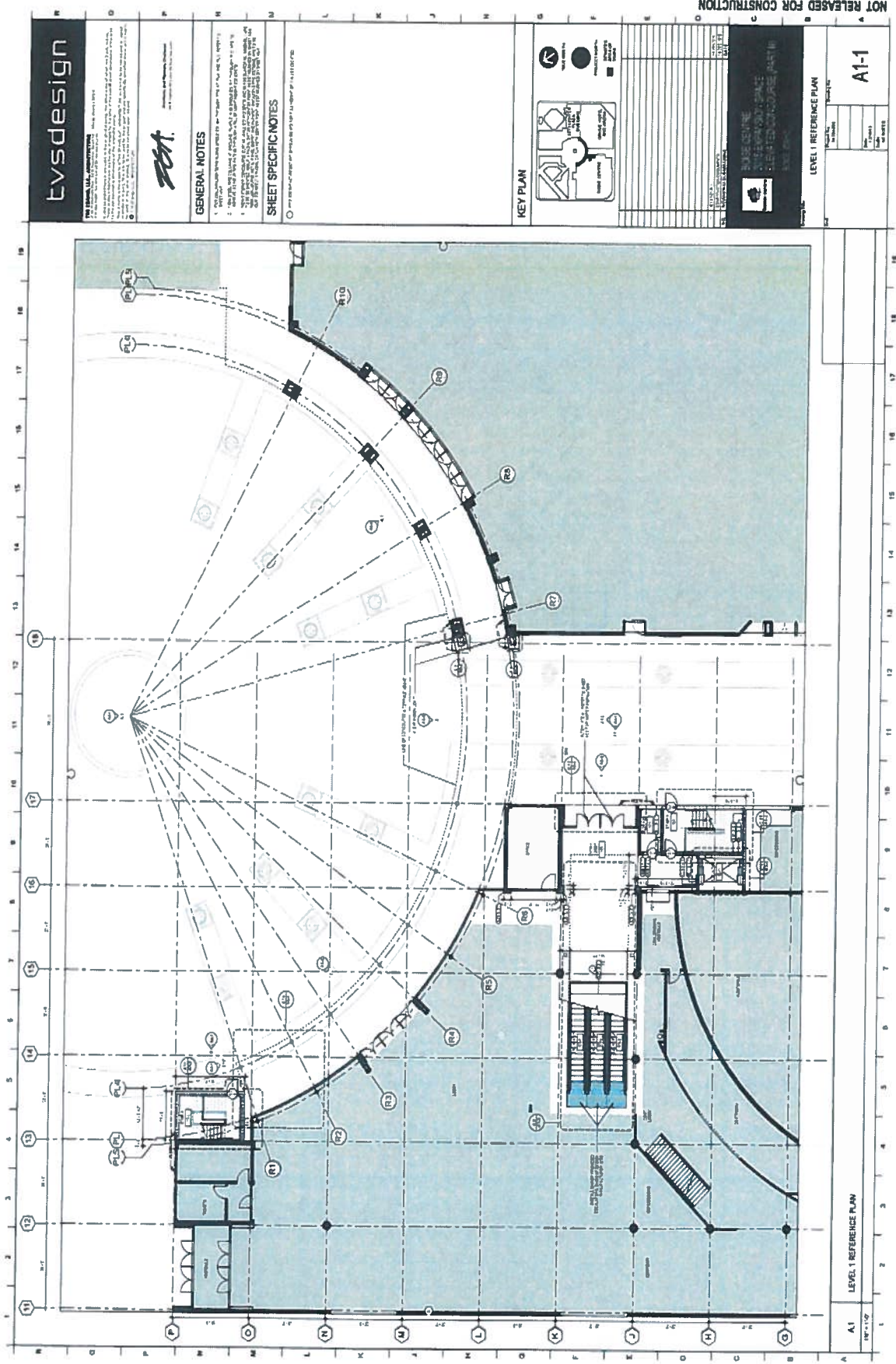
Legal Description of Expansion Facilities

Unit 1F, Unit 1G, Unit 1J, Unit 2B, Unit 4B, and Unit 5B, together with all appurtenant Common Area and Limited Common Area, which Units will be created upon recording of the final amended Plat for U.S. Bank Plaza Condominiums and Amended and Restated Declaration of Covenants, Conditions and Restrictions for U.S. Bank Plaza Condominiums.

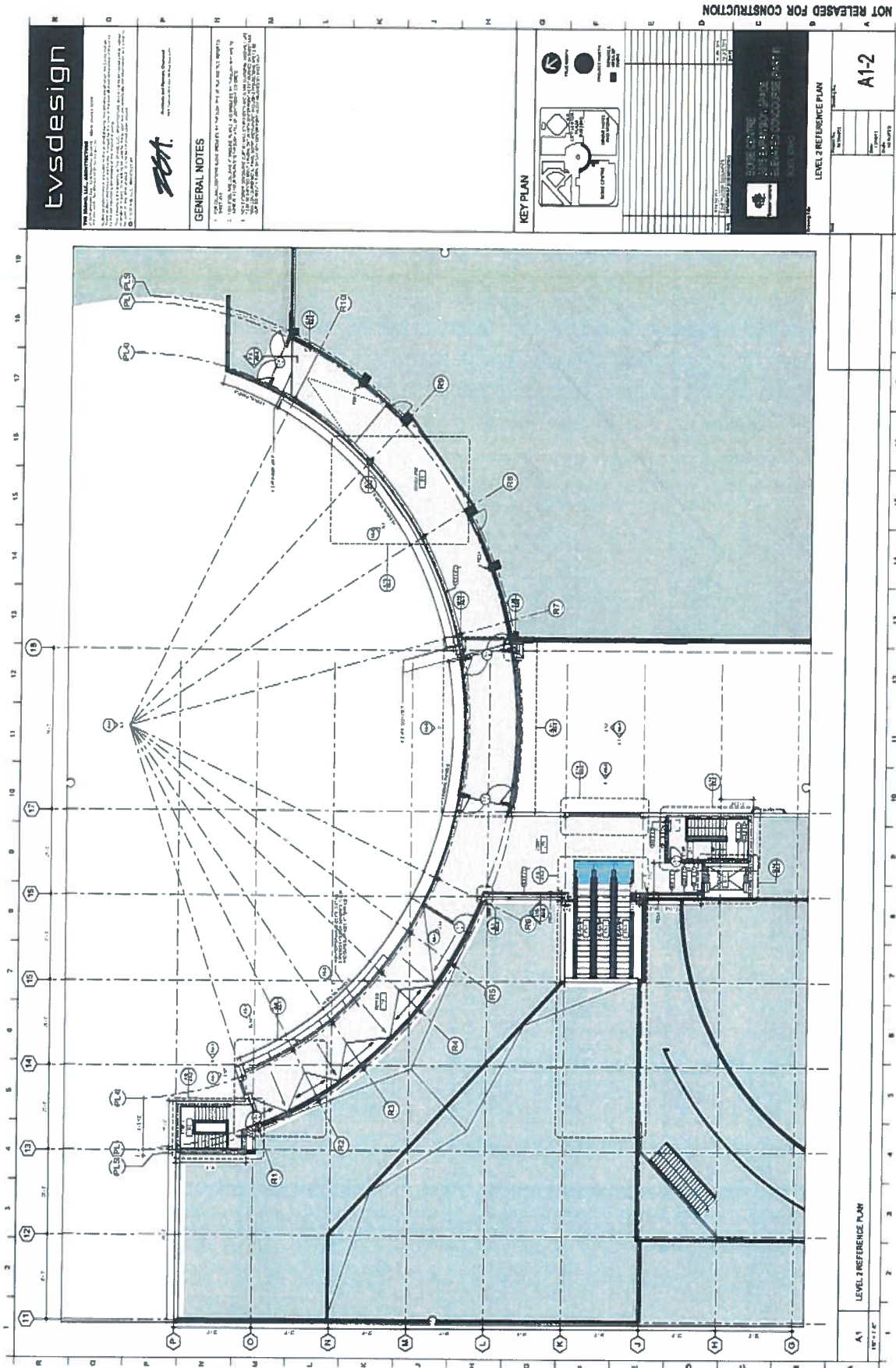
Exhibit C

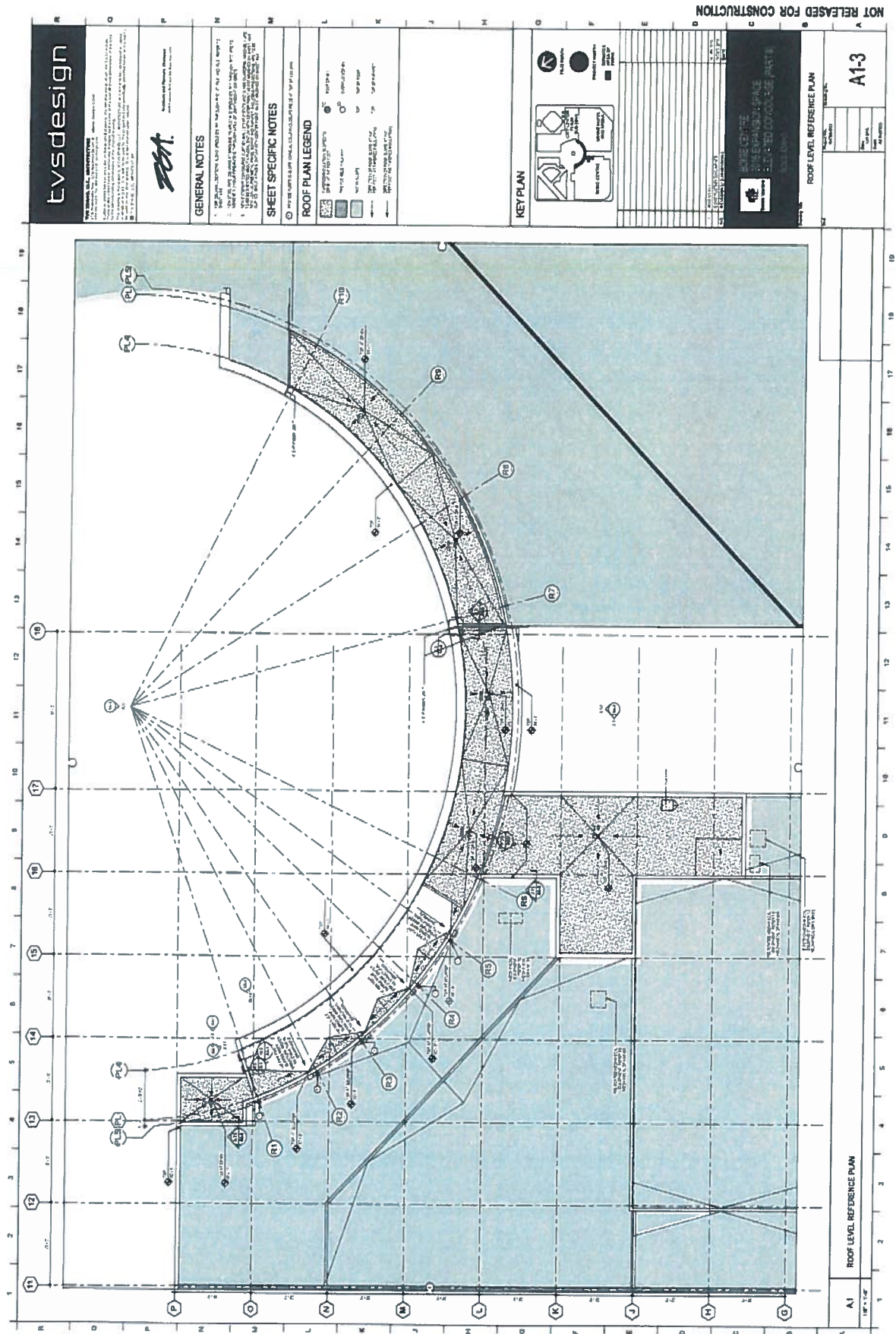
Concourse Design Drawings





NOT RELEASED FOR CONSTRUCTION





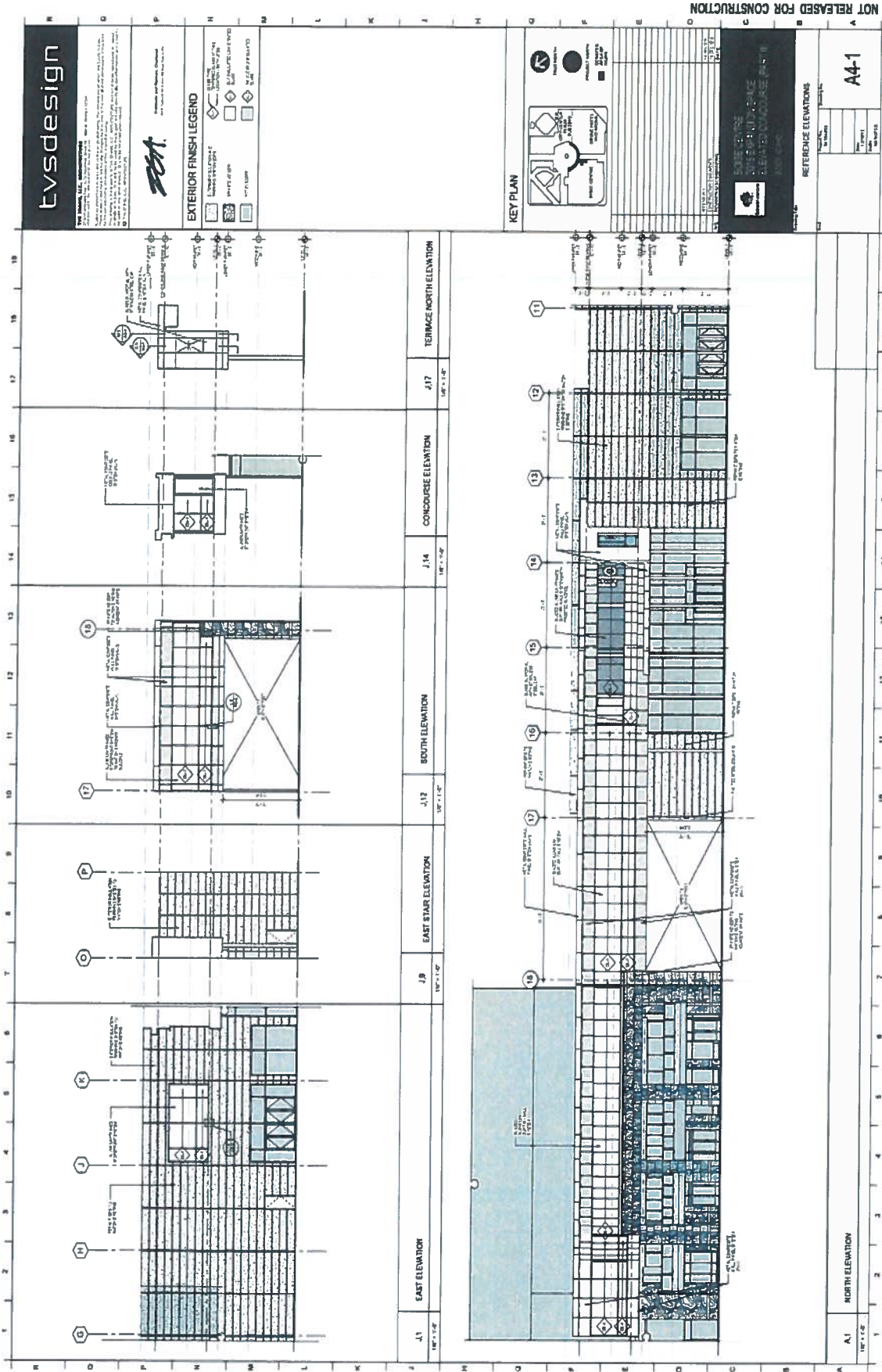
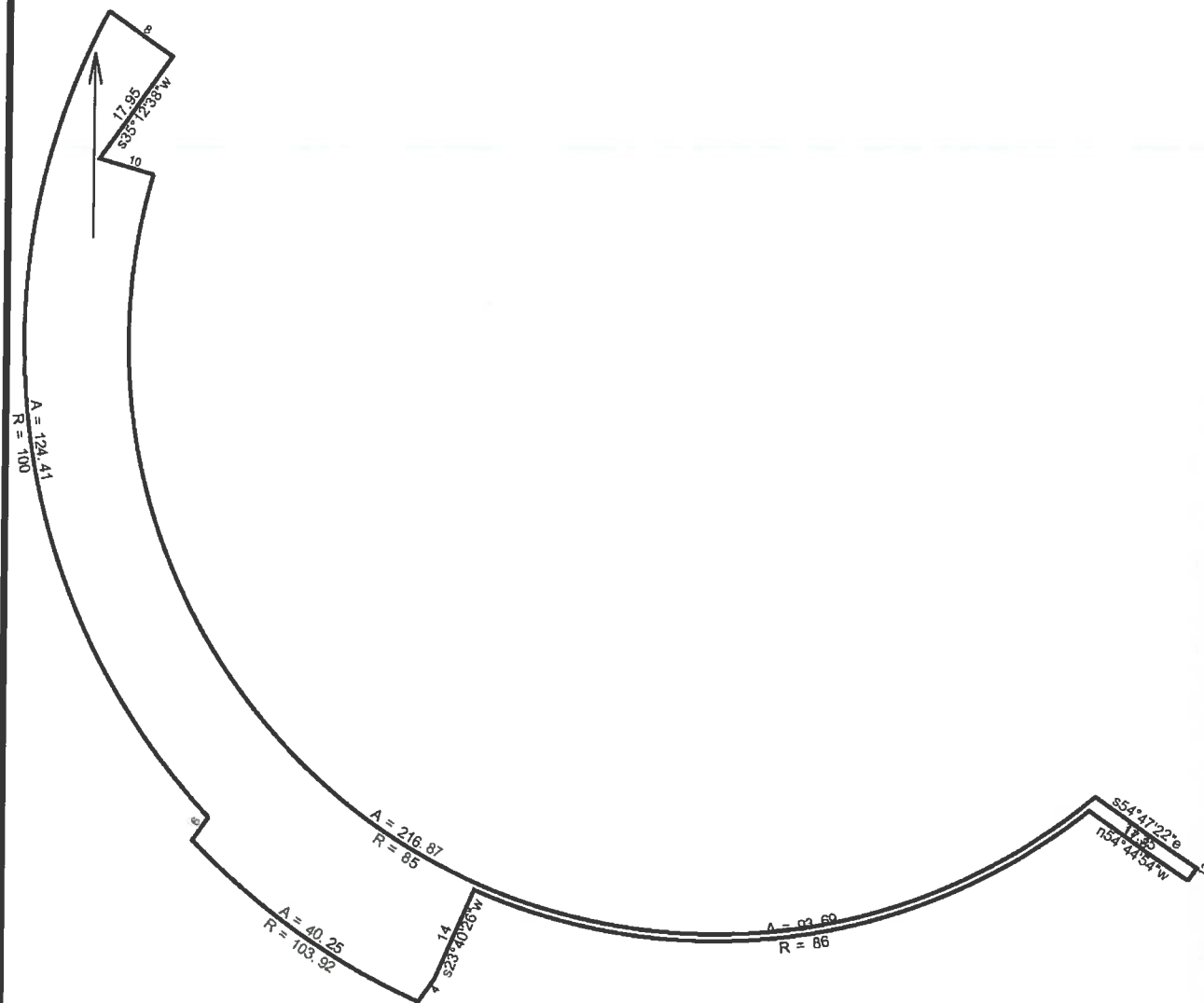


Exhibit D

Legal Description and Depiction of Boise Centre Concourse Easement

Boise Center Concourse Easement

Beginning at a point which is 99.84 feet S.54°47'55"E. and 353.99 feet S.35°12'05"W. from the monument at West Main Street and North Eighth Street of BOISE CITY ORIGINAL TOWNSITE (said monument being 3092.04 feet N.60°31'39"W. from the East ¼ corner of Section 10, Township 3 North, Range 2 East, Boise Meridian); and running thence N.54°44'54"W. 17.35 feet to the point of curvature of a non-tangent curve to the right with a radius of 86.00 feet; thence westerly along said curve with an arc length of 93.69 feet, chord bears S.82°27'55"W. 89.12 feet; thence S.23°40'26"W. 14.00 feet; thence S.35°12'38"W. 4.00 feet to the point of curvature of a non-tangent curve to the right with a radius of 103.92 feet; thence northwesterly along said curve with an arc length of 40.25 feet, chord bears N.54°47'21"W. 40.00 feet; thence N.35°12'38"E. 4.00 feet to the point of curvature of a non-tangent curve to the right with a radius of 100.00 feet; thence northerly along said curve with an arc length of 124.41 feet, chord bears N.07°36'40"W. 116.54 feet; thence S.54°47'22"E. 11.22 feet; thence S.35°12'38"W. 17.95 feet; thence S.73°52'24"E. 8.12 feet to the point of curvature of a non-tangent curve to the left with a radius of 85.00 feet; thence southeasterly along said curve with an arc length of 216.87 feet, chord bears S.56°57'56"E. 162.65 feet; thence S.54°47'22"E. 17.80 feet; thence S.35°13'45"W. 2.17 feet to the point of beginning containing, 2465 square feet in area or 0.057 acres.



Boise Center Concourse Ease

2/16/2016

Scale: 1 inch= 22 feet

File: Boise Center Concourse Ease 20160216.ndp

Tract 1: 0.0566 Acres (2466 Sq. Feet), Closure: n24.4700w 0.01 ft. (1/40137), Perimeter=572 ft.

01 n54.4454w 17.35	10 s73.5224e 8.12
02 Rt, r=86.00, arc=93.69, chord=s82.2755w 89.13	11 Lt, r=85.00, arc=216.87, chord=s56.5756e 162.65
03 s23.4026w 14	12 s54.4722e 17.8
04 s35.1238w 4	13 s35.1345w 2.17
05 Rt, r=103.92, arc=40.25, chord=n54.4721w 40.00	
06 n35.1238e 4	
07 Rt, r=100.00, arc=124.41, chord=n07.3640w 116.54	
08 s54.4722e 11.22	
09 s35.1238w 17.95	



Recording Requested By and
When Recorded Return to:

GIVENS PURSLEY LLP
Attn: Kimberly Maloney
601 W. Bannock
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DOOR SWING EGRESS EASEMENT AGREEMENT

This Door Swing Egress Easement Agreement ("**Agreement**") is made and entered into, by and between the CAPITAL CITY DEVELOPMENT CORPORATION ("**Agency**") and GREATER BOISE AUDITORIUM DISTRICT ("**District**"), collectively the "**Parties**."

RECITALS

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended and supplemented (the "**Law**");

WHEREAS, District is a public body organized and operating under the laws of the State of Idaho as an auditorium district pursuant to Title 67, Chapter 49 of the Idaho Code (the "**Act**");

WHEREAS, the Act authorizes District to acquire, operate, and maintain public convention and auditorium facilities;

WHEREAS, District owns and operates Idaho's largest convention facility, the Boise Centre, in downtown Boise (the "**Boise Centre**") located within the boundaries of both District and Agency and legally described on **Exhibit A**;

WHEREAS, District is undertaking an expansion of the Boise Centre in 3 phases including (i) the acquisition of new condominium units in the City Center Plaza Project in close proximity to the Boise Centre containing a ballroom, commercial kitchen, meeting rooms and ancillary space, (ii) construction of a concourse connecting the new condominium units to the existing Boise Centre (the "**Concourse Project**") and (iii) renovations to the Boise Centre (collectively, the "**Expansion Project**");

WHEREAS, Agency is the owner of the Grove Plaza and the 8th Street pedestrian walkway, all located in Ada County, Idaho (collectively the "**Grove Plaza**"), pursuant to that certain Vacation of Public Right-Of-Way, dated September 28, 1973, and recorded

in the Official Records of Ada County, Idaho, as Instrument No. 862452 and legally described on **Exhibit B**;

WHEREAS, as part of the Concourse Project, Agency has granted to District that certain Concourse Easement Agreement providing for air and ground rights required for the Concourse Project;

WHEREAS, to satisfy certain additional requirements to facilitate the construction of the Concourse Project, the Parties desire to enter into this Agreement; and

WHEREAS, Agency finds that it is in the best interests of the public that the Concourse Project be constructed and that it grant District the rights set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, District and Agency agree as follows:

AGREEMENT

1. Door Swing Easement. Agency hereby declares, grants, creates, and establishes a perpetual, non-exclusive easement in favor of District, its successors and assigns, its employees, tenants, customers and invitees, for the benefit of the Boise Centre, the Expansion Project and the Concourse Project, an easement over that portion of the Grove Plaza, as identified and depicted in **Exhibit C** for the placement of doorways that open directly onto the Grove Plaza, and for ingress and egress from such doorways (the “**Door Swing Easement**”).

2. Construction. Agency and District have entered into or will enter into a property use agreement that provides, among other things, for the coordination of the construction of various improvements to the Grove Plaza and the Concourse Project (the “**Property Use Agreement**”). Subject to the terms and conditions of the Property Use Agreement, Agency gives, grants, and conveys to District a temporary easement over the Grove Plaza for the purposes of constructing and installing the doorways in the location of the Door Swing Easement.

3. Repair of Damages. District shall exercise its rights hereunder in a manner so as not to damage Agency's property or any property that may at any time be thereon, and District shall promptly repair any damage caused by District or its agents, employees, or contractors, and in the event of any such damage, shall restore Agency's property or any property located thereon to substantially the same condition which existed immediately prior to the performance of any work thereon by or on behalf of District or a better condition.

4. Term. From the date of this Agreement to the completion of the Concourse Project and thereafter for so long as the Concourse Project shall exist, following its initial construction and following its reconstruction, if necessary, where the Concourse Project is substantially restored to its prior condition following its redevelopment, or any damage caused by casualty or condemnation, the Grove Plaza shall be held, sold, conveyed, restricted and encumbered subject to and by this

Agreement, and the easements created herein, for the purpose of protecting the value and desirability of the Concourse Project and the Boise Centre.

5. Binding Effect. Each covenant, condition and restriction contained or incorporated in this Agreement shall run with the land and be binding upon the Grove Plaza and on Agency and all other persons, entities, or parties, and its or their heirs, successors and assigns, having any right, title or interest in the Grove Plaza, or any part, parcel or lot thereof, and shall inure to the benefit of all and any portion of the Concourse Project and Boise Centre, and all present and future owners of all or any portion of the Concourse Project and Boise Centre.

6. Severability. If any portion of this Agreement is declared illegal, null, void, or otherwise ineffective by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect, and the court is authorized to modify the offending provisions only so far as necessary to assure its compliance with applicable law.

7. Enforcement. District and its successors and assigns in ownership of the Concourse Project and Boise Centre and the City of Boise shall be entitled to enforce the provisions of this Agreement, and each covenant, condition and restriction herein, by legal or equitable action for damages, injunction, abatement or specific performance. In the event of legal action, the substantially prevailing party (including, for this purpose, the City) will be entitled to recover its costs and reasonable attorney fees (including such costs and fees on appeal) as ordered by the court.

8. Modification. This Agreement may be modified or rescinded only with the consent of District, or its successor(s) in interest, and only by written instrument duly executed and acknowledged by District or its successor(s) in interest. Any such amendment or rescission shall be promptly recorded in the Ada County Recorder's Office, State of Idaho.

9. General Provisions.

(a) Notices. Any notices required hereunder shall be served to the Parties at the following addresses:

If to Agency: Capital City Development Corporation
121 N. 9th St., Ste. 501
Boise, ID 83702

If to District: Greater Boise Auditorium District
850 West Front Street
Boise, ID 83702

All notices under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Parties at the above-stated addresses or such other address(es) as may from time to time be designated by any such party in writing. Notices mailed as provided in this section shall be deemed given

and received on the date that is three (3) business days following the date of postmark in the case of mailing.

(b) Times Is of the Essence. Time is of the essence of the provisions hereof.

(c) Choice of Law. It is the intention of the Parties that this Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be construed in accordance with, under, and pursuant to the laws of the State of Idaho. This Agreement is entered into in Idaho and shall be governed by and interpreted under the laws of the State of Idaho.

(d) Headings. Headings are provided for the convenience of the Parties and shall not be utilized by any court in construing the meaning of this Easement.

(e) Binding Effect. This Agreement and all terms and obligations hereof shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns and shall be appurtenant to and run with the real property described herein.

(f) Authority to Execute. Each individual signing this Agreement on behalf of a party warrants that he or she is fully authorized to sign this Agreement and to bind the party on whose behalf the signature is given.

(g) Recitals. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

(h) Interpretation. Capitalized terms shall have the meanings defined where the terms appear in quotation marks.

**EXECUTED AND EFFECTIVE AS OF THE DATE SIGNED BY THE PARTIES
(LAST DATE SIGNED)**

[Signatures on Following Pages]

AGENCY:

Urban Renewal Agency of Boise City
a/k/a Capital City Development Corporation

By: _____
Name: _____
Its: _____

Date: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2016, before me, _____, a notary public in and for said state, personally appeared _____, known to me to be the _____ of Urban Renewal Agency of Boise City, a/k/a Capital City Development Corporation, who executed the within and foregoing instrument, and acknowledged to me that Capital City Development Corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission Expires _____

DISTRICT:

GREATER BOISE AUDITORIUM DISTRICT a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-public corporation

By: _____
Jim Walker
Chairman

By: _____
Pat Rice
Executive Director

Date: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for said State, personally appeared _____, the _____ of Greater Boise Auditorium District, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

[Seal]

NOTARY PUBLIC
Notary Public for _____
Residing at _____
My commission expires _____

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for said State, personally appeared _____, the _____ of Greater Boise Auditorium District, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

[Seal]

NOTARY PUBLIC

Notary Public for

Residing at

My commission expires

Exhibit A

Legal Description of Boise Centre

Parcel 1

A parcel of land in Block 21, and in vacated Eighty and original Grove Streets, BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof, filed in Book 1 of Plats at Page 1 records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of Ninth and Front Streets; thence North $35^{\circ}10'05''$ East 40.07 feet along the centerline of Ninth Street to a point; thence South $54^{\circ}46'55''$ East 40.01 feet to the most Westerly corner of said Block 21; thence North $35^{\circ}13'17''$ East 77.10 feet along the most Westerly boundary of Block 21 to a point and the TRUE POINT OF BEGINNING; thence North $35^{\circ}13'17''$ East 182.91 feet to the most Northerly corner of Block 21; thence North $35^{\circ}12'08''$ East 37.08 feet to a point, thence South $54^{\circ}47'33''$ East 240.89 feet along a line 3.00 feet Southwesterly of and parallel to the centerline of vacated original Grove Street to a point; thence along a curve to the left 123.88 feet, said curve having a radius of 100.00 feet, a central angle of $70^{\circ}58'39''$ and a long chord bearing South $7^{\circ}44'53''$ East 116.11 feet to a point; thence South $35^{\circ}13'35''$ West 195.02 feet along a line 20.00 feet Westerly of and parallel to the centerline of vacated Eight Street to a point; thence North $54^{\circ}47'36''$ West 259.99 feet to a point; thence along a curve to the right 94.26 feet, said curve having a radius of 60.00 feet, a central angle $90^{\circ}00'53''$ and a long chord bearing North $9^{\circ}47'09''$ West 84.86 feet to the TRUE POINT OF BEGINNING.

Containing 84,001.34 square feet or 1.928 acres, more or less.

Parcel 2

A parcel of land in vacated Original Grove Street between 9th and 8th Streets, BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof, filed in Book 1 of the Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said BOISE CITY ORIGINAL TOWNSITE; thence along the centerline of Main Street South $54^{\circ}47'55''$ East, 40.05 feet to a point; thence South $35^{\circ}13'17''$ West, 40.09 feet to the most northerly corner of said Block 9; thence continuing South $35^{\circ}13'17''$ West 260.00 feet along the easterly right-of-way line of 9th Street to the most westerly corner of Block 9; thence continuing South $35^{\circ}13'17''$ West, 13.84 feet to a point; thence South $54^{\circ}47'33''$ East, 130.00 feet along a line 26.25 feet northeasterly of and parallel to the vacated centerline of Original Grove Street to a point, and the TRUE POINT OF BEGINNING; thence South $35^{\circ}12'27''$ West 29.25 feet to a point;

thence South 54°47'33" East 70.00 feet along a line 3.00 feet southwesterly of parallel to the vacated centerline of Original Grove Street to a point; thence North 35°12'27" East 29.25 feet to a point; thence North 54°47'33" West 700.00 feet along a line 26.25 feet northeasterly of and parallel to the vacated centerline of Original Grove Street to the TRUE POINT OF BEGINNING.

This parcel shall consist only of surface and air rights. Elevations above Mean Sea Level for the bottom of the parcel shall be understood to control the elevation of ownership. The top of the concrete wearing surface that will be constructed over a waterproof membrane and roofing slab over the underground parking facility, varying in elevation from 2745.5 to 2746.25, Boise City Datum will define the ownership.

Utility easements penetrating the wearing surface, membrane and basement roofing slab with horizontal extensions to the edge of the parcel shall be provided at locations to be determined in the final design.

Containing 2,047.50 square feet or 0.047 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION OF DOOR SWING EGRESS EASEMENT

Ex. B

Beginning at a point which is 20.00 feet S.54°47'55"E. and 40.00 feet S.35°13'45"W. from the monument at West Main Street and North Eighth Street of BOISE CITY ORIGINAL TOWNSITE (said monument being 3092.04 feet N.60°31'39"W. from the East ¼ corner of Section 10, Township 3 North, Range 2 East, Boise Meridian); and running thence S.35°13'45"W. 192.22 feet along the southeasterly boundary line of Vacated 8th Street to the point of curvature of a non-tangent curve to the right with a radius of 100.00 feet; thence southerly along the arc of said curve 137.10 feet, chord bears S.03°57'27"E. 126.61 feet; thence S.35°13'45"W. 39.83 feet; thence N.54°47'21"W. 8.34 feet to the point of curvature of a non-tangent curve to the right with a radius of 100.00 feet; thence northerly along the arc of said curve 409.97 feet, chord bears N.03°45'18"W. 177.49 feet; thence N.35°13'45"E. 192.20 feet along the northwesterly boundary line of Vacated 8th Street; thence S.54°47'55"E. 40.00 feet to the point of beginning, containing 39,159 square feet in area or 0.899 acres.

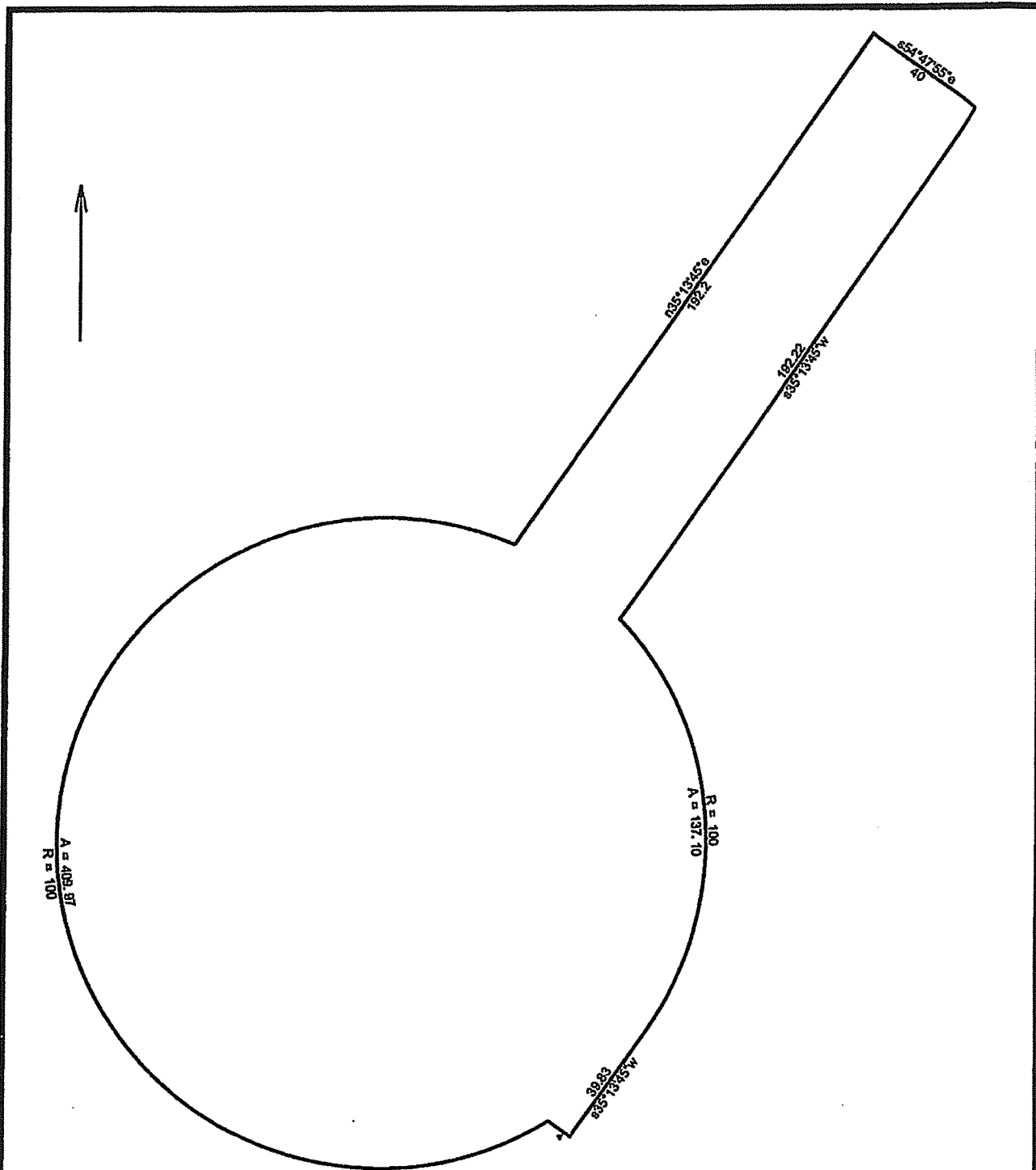


Exhibit 8. Vacated Grove Street and 8th Street ROW

5/16/2014

Scale: 1 inch= 40 feet

File: Exhibit 8 Vacated Grove Street and 8th Street Rights-of-Way.ndp

Tract 1: 0.8990 Acres (39160 Sq. Feet), Closure: n15.0337e 0.01 ft. (1/172005), Perimeter=1020 ft.

01 s35.1345w 192.22

07 s54.4755e 40

02 Rt, r=100.00, arc=137.10, chord=s03.5727e 126.61

03 s35.1345w 39.83

04 n54.4721w 8.34

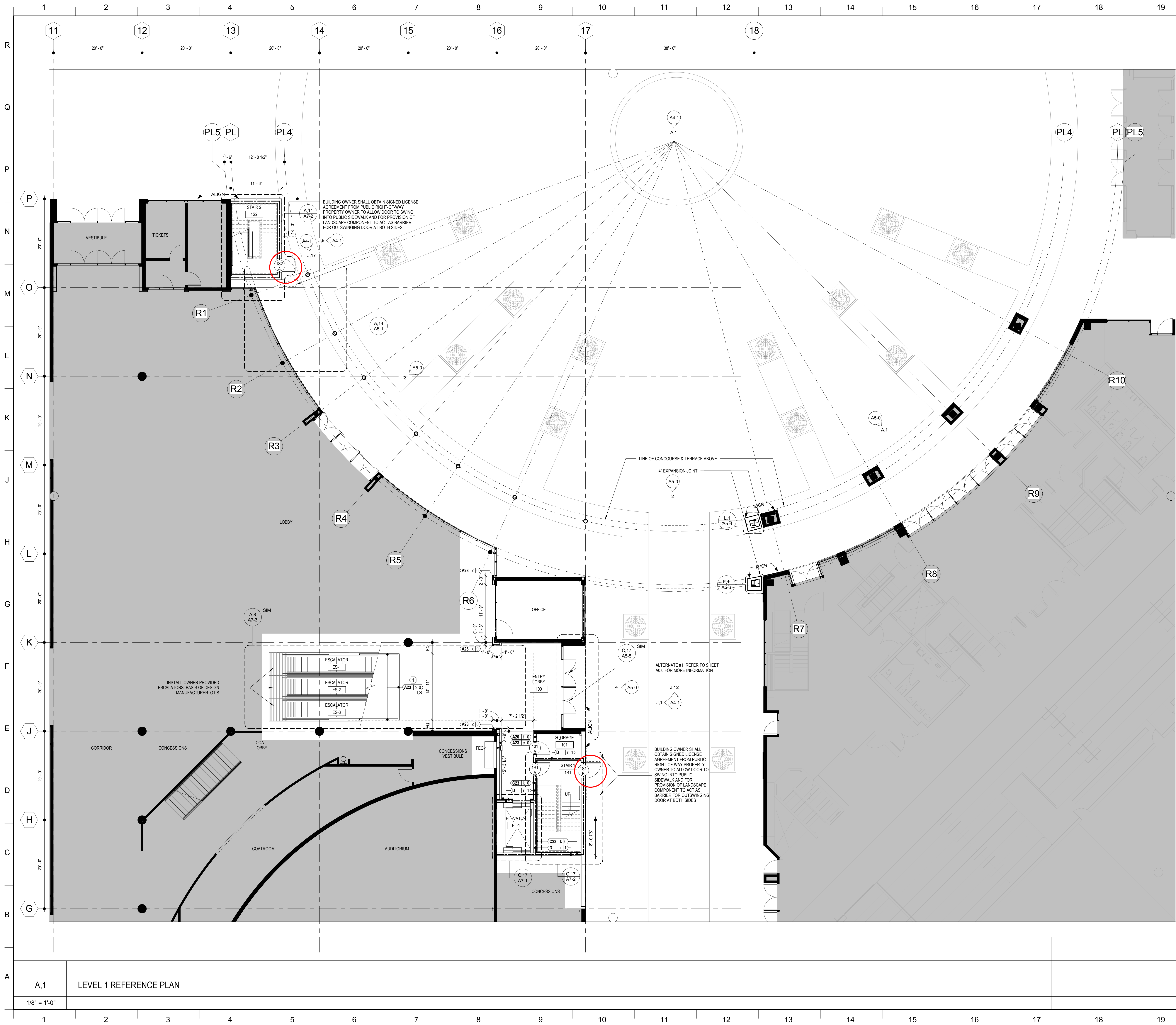
05 Rt, r=100.00, arc=409.97, chord=n03.4518w 177.49

06 n35.1345e 192.2

Exhibit C
Depiction of Door Swing Easement

4810-6468-8432, v. 3

3/7/2016 8:32:02 AM
O:\04704-002_BoiseC\2014ExpansionSpace\DesignDocs\BIM\LOCAL_FILES\envelopes\04704_BOISE_CENTRE_envelopes.rvt



tvsvdesign

TVS IDAHO, LLC, ARCHITECTURE
2700 Promenade Two, L230 Peachtree Street NE Atlanta, Georgia 30309
404.888.6600 fax 404.888.6700 tvsvdesign.com
Scales as stated herein are valid on the original drawing, the dimensions of which are 30x42 inches. These scales noted herein are hereby changed by the ratio of the overall sheet dimensions of the print to the corresponding dimensions of the original drawing.
This drawing is the property of TVS IDAHO, LLC, ARCHITECTURE and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein and is not to be used on any other project. It is to be returned upon request.
© TVS IDAHO, LLC, ARCHITECTURE

ZPA
Architects and Planners, Chartered
408 E. Parkcenter Blvd, Suite 205, Boise Idaho 83706

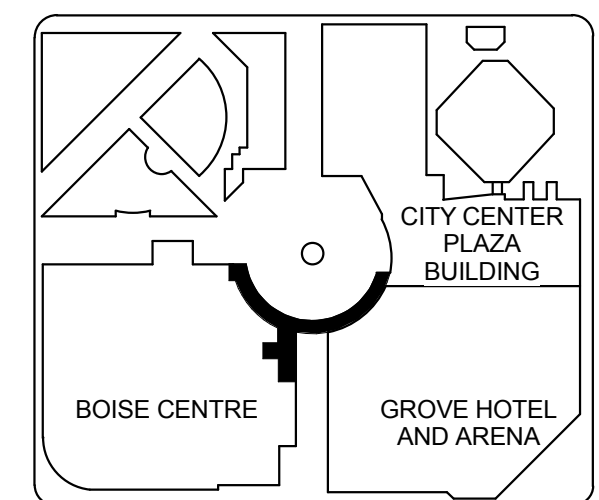
GENERAL NOTES

- FOR COLUMN LOCATIONS ALONG GRIDLINES "R1" THROUGH "R10" AT "PL4" AND "PL5", REFER TO SHEET A0-0
- NEW STEEL PIPE COLUMNS AT GRIDLINE "PL4" AND GRIDLINES "R1" THROUGH "R10" ARE TO ACHIEVE REQUIRED 2 HOUR FIRE-RATING, AS INDICATED IN 2012 IBC TABLE 601, THROUGH A FILL OF NORMAL WEIGHT CONCRETE, AS SUPPORTED BY PRESCRIPTIVE METHODOLOGY ESTABLISHED FROM ABC TECHNICAL JOURNAL Q1/2000 "DESIGN OF CONCRETE-FILLED HOLLOW STRUCTURAL STEEL COLUMNS FOR FIRE ENDURANCE" AND ASSE STANDARD "STANDARD CALCULATION METHODS FOR STRUCTURAL FIRE PROTECTION" SEI/ASCE/SFPE 29-99, CONTINGENT ON APPROVAL FROM AUTHORITY HAVING JURISDICTION.
- NEW EXTERIOR CONCOURSE CURTAIN WALL COMPONENTS AND GLASS GUARDRAIL ASSEMBLY ARE TO BE SEGMENTED ABOUT A RADIAL DATUM WITH CENTER POINT AS ESTABLISHED ON SHEET A0-0. NEW CONCOURSE METAL PANEL SOFFIT AND PARAPET, INCLUDING PROJECTIONS, ARE TO BE CURVED ABOUT A RADIAL DATUM WITH CENTER POINT AS ESTABLISHED ON SHEET A0-0

SHEET SPECIFIC NOTES

- PROVIDE IMPACT-RESISTANT GYPSUM BOARD FOR FULL HEIGHT OF WALLS INDICATED.

KEY PLAN



2	ADDENDUM 2	29 FEB 2016
1	ADDENDUM 1	14 JAN 2016
CONSTRUCTION DOCUMENTS		18 DEC 2015
NO.	REVISIONS/ SUBMISSIONS	DATE



BOISE CENTRE
2015 EXPANSION SPACE
ELEVATED CONCOURSE (PART II)

BOISE, IDAHO

Drawing Title

LEVEL 1 REFERENCE PLAN

Seal

Project No.
04704-002

Drawing No.

Date
12/18/15

Scale
AS NOTED

A1-1

NOT RELEASED FOR CONSTRUCTION

PROPERTY USE AGREEMENT
Construction Access and Use of Grove Plaza/8th Street/Public Walkway
Boise Centre Concourse Construction

THIS PROPERTY USE AGREEMENT (“**Use Agreement**”) is entered into by and between the Greater Boise Auditorium District, Ada County, State of Idaho, an auditorium district organized and operating under the laws of the State of Idaho (the “District”), created and maintained under the provisions of Title 67, Chapter 49, Idaho Code, as amended, Engineered Structures, Inc., an Idaho corporation (“ESI”) and the Urban Renewal Agency of Boise City, Idaho, aka Capital City Development Corporation (the “Agency”), a public body, corporate and politic, organized and operating pursuant to Title 50, Chapters 20 and 29, Idaho Code.

RECITALS

WHEREAS, Agency is 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. The office of Agency is located at 121 N. 9th Street, Ste. 501, Boise, Idaho, 83702. “Agency,” as used in this Use Agreement, includes the Capital City Development Corporation and any assignee of or successor to its rights, powers, and responsibilities.

WHEREAS, Agency is the owner of certain real property consisting of the Grove Plaza and certain pedestrian walkways (collectively the “**Grove Plaza**”), that was obtained through the vacation of 8th Street between Main Street and Front Street and Grove Street between Capitol Boulevard and 9th Street, all located in Ada County, Idaho, pursuant to that certain Vacation of Public Right-Of-Way, dated September 28, 1973, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 862452.

WHEREAS, the District owns that real property and convention center commonly known as the Boise Centre and legally described on Exhibit A (“**Boise Centre**”);

WHEREAS, the District desires to construct an elevated connection between the existing Boise Centre and the Expansion Facilities, together with related exterior improvements including a terrace in front of the Boise Centre and an associated stair tower, substantially in accordance with the project schedule attached hereto as Exhibit D, and the plans and specifications that are approved by the Agency (collectively, the “**Construction Project**” or “**Project**”);

WHEREAS, KC Gardner Riverwoods, L.C., a Utah limited liability company (“**Gardner**”) is constructing a mixed use project called the “City Center Plaza”, which will include multiple buildings and facilities identified as the US Bank Plaza, the Center Building, the Clearwater Building, and a subterranean Multimodal Center;

WHEREAS, Agency intends to construct improvements to the Grove Plaza (the “**Plaza Improvements**”) which will benefit the public and the Boise Centre; and

WHEREAS, to facilitate development of the Project, for the duration of the construction, District’s general contractor, Engineered Structures, Inc. (“**ESI**”) will need to occupy and use a portion of 8th Street adjacent to the Site and the Grove Plaza for construction.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, District, ESI, and Agency agree as follows:

AGREEMENT

1. Project Schedule. Attached hereto as Exhibit D is a Project Milestone Schedule for the Construction Project. During the Term of this Agreement, ESI or District shall provide CCDC a critical path project schedule each month by the fifth day of the month. The updated critical path project schedules shall clearly identify any and all schedule changes or deviations from the most recently provided schedule and shall provide an updated completion date for the Project and project milestones identified on Exhibit D. If requested by Agency, a representative of ESI or District or both will meet with a CCDC representative to review the most recently provided critical part project schedule and coordinate the construction of the Project with the construction of the Plaza Improvements.

2. Use of a Portion of the Grove Plaza.

(a) Permitted Use. The Parties acknowledge that the Construction Use Areas, defined below, will be utilized by ESI, together with its subcontractors, agents, invitees and licensees (collectively referenced as ESI hereafter) for purposes related to the development of the Project on the Site. As such, ESI is hereby granted the right to occupy and use the Construction Use Areas as specified in this Use Agreement, all of which shall be deemed to be the “**Permitted Use**” hereunder:

- i. ESI shall place the construction fences in the Grove Plaza and the “**South Spoke**” in the locations depicted in Exhibits A, B, and C. The location of the North, South, and West spokes of the Grove Plaza are identified on Exhibits A, B, and C.
- ii. The enclosed areas within the construction fences are referred to in this Agreement as the “**Construction Use Areas**”
- iii. ESI may occupy the Construction Use Areas in conjunction with its work on the Project.
- iv. If requested by Agency, ESI will attach a dust barrier screen to the construction fences.
- v. ESI shall be responsible for providing adequate signage related to identifying its occupation of the Construction Use Areas and warning pedestrians and vehicles of the limitations on their actions in conjunction therewith.
- vi. ESI shall ensure that pedestrians have a usable passage through the South Spoke to access the Grove Plaza during Phases 1 and 3 (defined in Section 2(b) below), except for the temporary closure of the South Spoke to pedestrian access between the hours of 10 p.m. and 6 a.m., but only as strictly necessary for the Construction Project. ESI shall provide written notice at least 3 days in advance of any temporary closure and shall coordinate any such temporary closure in advance with Agency. ESI will also notify Block 22, LLC, The Gardner Company, Oppenheimer

Development Corporation, Downtown Boise Association, City of Boise Planning and Development Services, ITD and ACHD of any such temporary closure of the South Spoke. Notification of such parties by electronic mail is acceptable.

- vii. During Phase 2 (defined in Section 2(b) below), the South Spoke will be fully closed to pedestrian access and passage.
- viii. Subject to the foregoing allowable South Spoke closures, ESI shall coordinate construction fencing locations and construction activities with Agency and Agency's contractor to maintain north/south pedestrian access through the Grove Plaza. Agency and Agency's contractor may hang wayfinding and safety signage on ESI fencing.
- ix. ESI shall ensure pedestrians will be able to access the CenturyLink Arena's main entrance (as identified on Exhibits A, B, and C) at all times during the construction of the Project.
- x. ESI shall ensure that Century Link Arena adequate event access and emergency egress is maintained as coordinated with and accepted by Block 22 LLC.
- xi. Subject to the limited exceptions below, ESI shall not use the "West Spoke" or the "North Spoke" of the Grove Plaza for delivery of construction materials to the Construction Use Areas. Except as provided below, the sole access to the Construction Use Areas shall be the South Spoke, with access to the South Spoke coming from Front Street as depicted on Exhibits A, B, and C. Exceptions that allow West Spoke Delivery are as follows:
 - 1. ESI may coordinate West Spoke deliveries with Agency's contractor during the time period of July 5, 2016, to August 15, 2016.
 - 2. ESI may coordinate West Spoke deliveries with Agency during the time period of November 8, 2016, to March 17, 2016. Deliveries made during this time frame require protection of the Plaza Improvements as described in Section 2(d) Protection of Plaza Improvements.
 - 3. ESI shall provide written request for delivery access through the West Spoke to Agency or Agency's contractor, as applicable, at least 7 days in advance of ESI's preferred delivery date. Requests shall include description of materials being delivered, delivery time frame, desired time of day for delivery, planned protection protocols, and alternate delivery times. Agency shall approve or deny the request within 3 business days of receiving ESI's request, and Agency will not unreasonably deny such request. Provided, however, Agency reserves the right to approve

of requests with less than 7 days advance notice of the preferred delivery date in its discretion, which Agency shall exercise in a commercially reasonable manner.

4. Agency retains the right (and it shall not be deemed unreasonable) to deny West Spoke delivery access if the requested access impedes progress of Plaza Improvements; provided, however, Agency agrees to use reasonable efforts to provide an alternative date for such delivery that does not impede the progress of the Plaza Improvements.

(b) South Spoke and Grove Plaza Construction Closures.

i. Construction Project Phasing

a. Phase One

i. During the initial construction phase ("**Phase One**") the Construction Project will require closure of a portion of the Grove Plaza as well as a portion of the South Spoke during the for work including but not limited to placement of foundations for the terrace over the Grove Plaza.

ii. During this phase of construction, a construction fence (the "**Phase One Construction Fence**") shall be located as depicted on Exhibit A (the "**Phase One Location**"). The area within the construction fence is the **Phase One Use Area**.

iii. Agency grants ESI a license to place the construction fence as depicted on Exhibit A from July 5, 2016 - August 31, 2016 (the "**Phase One License**") and restrict access to the area within the construction fence. Provided, upon 24 hours' notice, ESI shall permit Agency staff who may be accompanied by Agency's contractor to access to the Phase One License Area to assess the Phase One Use Area and construction progress.

iv. The Phase One License shall expire when the Phase One Construction Fence is relocated to the location depicted on Exhibit B or on August 31, 2016, whichever occurs first.

b. Phase Two

i. During the subsequent construction phase ("**Phase Two**") the Construction Project will require closure of a portion of the Grove Plaza as well as the entire South Spoke during the construction of the terrace over the Grove Plaza and the associated structural supports and stair tower.

ii. During this phase of construction, a construction fence (the "**Phase Two Construction Fence**") shall be located as depicted on Exhibit B (the "**Phase Two Location**"). The area within the construction fence is the **Phase Two Use Area**.

iii. Agency grants ESI a license to place the construction fence as depicted on Exhibit B from September 1, 2016 - November 30, 2016 (the "**Phase Two License**") and restrict access to the area within the construction fence. Provided, upon 24 hours'

notice, ESI shall permit Agency staff who may be accompanied by Agency's contractor to access to the Phase Two License Area to assess the Phase One Use area and construction progress.

iv. There shall be no fee for the Phase Two License, provided that if ESI does not relocate the Phase Two Construction Fence to the location depicted on Exhibit C on November 30, 2016, for each day after November 30, 2016 until the construction fence is relocated to the location depicted on Exhibit C, ESI shall pay a use fee of \$2500 per day until the construction fence is relocated to the location depicted on Exhibit C.

v. The Phase Two License shall expire when the Phase Two Construction Fence is relocated to the location depicted on Exhibit C or on November 30, 2016, whichever occurs first.

c. Phase Three

i. During the subsequent construction phase ("**Phase Three**"), the Construction Project will require closure of a portion of the South Spoke and a portion of the Grove Plaza.

ii. During this phase of construction, a construction fence (the "**Phase Three Construction Fence**") shall be located as depicted on Exhibit C (the "**Phase Three Location**"). The area within the construction fence is the **Phase Three Use Area**.

iii. Agency grants ESI a license to place the construction fence as depicted on Exhibit C from the date ESI has relocated the construction fence from its Phase Two Location to the Phase Three Location through April 1, 2017 (the "**Phase Three License**") and restrict access to the area within the construction fence. Provided, upon 24 hours' notice, ESI shall permit Agency staff who may be accompanied by Agency's contractor to access to the Phase Three License Area to assess the Phase Three Use Area and construction progress.

iv. There shall be no fee for the Phase Three License, provided that if ESI does not remove the construction fence depicted on Exhibit C on or before April 1, 2017, for each day after April 1, 2017 until the construction fence depicted on Exhibit C is removed, ESI shall pay a use fee of \$2500 per day until the construction fence is removed.

v. On or before March 17, 2017, Agency's contractor shall be granted access in the South Spoke and a portion of the Grove Plaza to commence Plaza Improvements. ESI and the District agree to cooperate with Agency's contractor and use all reasonable efforts to allow such construction to proceed in accordance with the Agency's construction schedule. If Agency's contractor is not allowed reasonable access to the South Spoke for construction of Plaza Improvements by March 17, 2017, for each day after March 17, 2017 until such access is allowed, ESI shall pay a use fee of \$2500 per day.

vi. The Phase Three License shall terminate upon the removal of the Phase Three Construction Fence or on April 1, 2017, whichever occurs first; provided, however, Agency agrees to cooperate with the District and ESI to allow any final punch list items

to be completed within the interior of the Project, and on the exterior of the Project after prior coordination with Agency and Agency's contractor.

d. ITD Approval Condition

Notwithstanding anything in this Use Agreement to the contrary, the parties acknowledge and agree that the dates set forth in the foregoing subsections for Phases 1, 2 and 3 and on Exhibits A-D have been established with the Agency's requirement that, with some exceptions as provided herein, deliveries and access for the construction of the Project be completed through the South Spoke. Delivery and access through the South Spoke require permission from the Idaho Transportation Department ("ITD") for certain lane closures on Front Street. ESI shall submit the application to ITD for the Front Street lane closure on or before May 16, 2016, and take all commercially reasonable efforts to cooperate with ITD during the application process. In the event that ITD does not grant approval for the necessary lane closures to Front Street, delays granting such approval beyond 45 days from submittal of the application, or restricts lane closures on Front Street to certain dates or time periods, such denial, delay or restriction may cause changes to the Project construction schedule, may require the Project to be re-bid, and/or may cause a delay to the start date. In such event, the parties agree to work together in good faith to amend this Use Agreement as needed, including the Phase 1, 2 and 3 dates, to accommodate such changes to the construction schedule, and, so long as ESI cooperated with ITD in a commercially reasonable manner during the application process, the District or ESI will not be responsible to pay the use fees set forth herein for failure to meet the Phase 1, 2 and 3 dates set forth above. If ITD does not grant permission for the Front Street lane closure, the Parties shall negotiate in good faith an alternate plan for deliveries and access to the Project site.

(c) Safety Plan. At least twenty-one (21) days before construction of the Project commences, ESI shall provide Agency, for its review and approval, a safety plan (the "**Safety Plan**") depicting how ESI shall protect the users of the South Spoke and the Grove Plaza from potential hazards resulting from ESI's construction of the Project. The Safety Plan shall reflect each phase of work and include, if needed, adequate overhead protection of the South Spoke and the outer perimeter of the Plaza that place the public at risk. The parties agree that overhead protection is not required during Phase 1. Agency shall have seven (7) calendar days to notify ESI in writing of its approval or disapproval of the Safety Plan. The safety plan submitted shall be evaluated in consideration of industry accepted good practices and not intended to require extraordinary measures. If Agency disapproves of the Safety Plan, Agency shall list its reasons for disapproval in writing. The parties shall meet within three (3) days of ESI's receipt of Agency's disapproval and shall in good faith negotiate the specifics of the Safety Plan. Agency and ESI agree the safety of users of the Grove Plaza from potential hazards resulting from the construction of the Project is a paramount concern.

The Safety Plan shall remain in place from commencement of construction of the Project, until such time as on-roof and envelope work on the construction of the Project is 100% complete. At such time ESI shall notify Agency, specifically Doug Woodruff, in writing (e-mail is acceptable with receipt confirmation request) that ESI intends on taking down the safety precautions required under the Safety Plan. Agency shall have three (3) business days to notify ESI that the Safety Plan precautions are still required. If Agency notifies ESI that the Safety Plan precautions are still required, Agency and ESI representatives,

including Doug Woodruff and representatives from ESI's general contractor, ESI, Inc, and Agency's contractor, McAlvain Construction, shall meet and in good faith determine how much longer the Safety Plan precautions are required. If Agency fails to notify ESI that the Safety Plan precautions are still required within said three day period, ESI may remove the precautions required under the Safety Plan.

(d) Protection of Plaza Improvements. Agency may construct certain improvements that are part of the Plaza Improvements in certain areas of the Grove Plaza prior to ESI occupying the Construction Use Area. These improvements likely will include underground utilities, infrastructure, suspended pavement systems, and finish work such as brick paving, furnishings, and landscaping. In advance of ESI occupying a Construction Use Area that includes working over Plaza Improvements, a joint inspection shall be arranged by ESI and attended by Agency, Agency's contractor and ESI. Agency shall provide written notice of location of any portion of the constructed Plaza Improvements and necessary protection protocols to be followed by ESI in advance of ESI occupying the Construction Use Area.

ESI shall be solely responsible to protect any constructed Plaza Improvements identified by the Agency that exist within the Construction Use Area. ESI shall use its professional judgment to determine what protections are needed, and may determine that protection above and beyond what is required by Agency below is necessary to provide adequate protection against damage of Plaza Improvements. If any Plaza Improvements are damaged during ESI's Permitted Use, ESI shall be solely responsible for all repair and replacement costs.

In the event the weight to be placed over underground utilities and suspended pavement systems exceeds the allowable limit, the application of temporary steel plates to protect such Plaza Improvements is required. Otherwise, finished surfaces shall be protected by a two layer protection system of geofabric and plywood. At no time shall wheels, outriggers or other such devices of ESI's construction equipment, including delivery vehicles, come into direct contact with the finished surface.

If steel plates are required, they must be able to withstand H-20 traffic loading without any movement. Steel plates shall be fabricated to meet ASTM A36 requirements. When two or more plates are used, the plates shall be tack welded together. The steel plates shall extend at minimum 24" beyond the extent of the utilities and suspended pavement system.

(e) Public Art Coordination. City of Boise Arts and history Department owns a public art piece called "Virgo" which is located at the south end of the South Spoke. ESI shall coordinate the removal and storage of the art piece by Arts and History Department prior to occupying the Construction Use Areas. Boise City Contact is Josh Olson 433-5674 jolson@cityofboise.org.

(f) Restoration. Upon the expiration of the respective licenses granted herein, District and ESI shall restore the disturbed Construction Use Areas to a partially complete condition ("**Temporary Condition**"). Turnover of the Construction Use Area in a Temporary Condition is defined as:

- i. The historic light poles have been salvaged and returned to City of Boise Municipal Lighting Department.
- ii. The existing trees have been cut down and removed. The root balls and concrete surrounds may remain.
- iii. The existing brick paving remains in place. Existing bricks may be damaged and or buckled from construction activity.
- iv. Agency's contractor will install a temporary brick paving break-edge in the central plaza along the Construction Use Area boundary as part of Plaza Improvements. ESI shall use salvaged I-bricks, provided by Agency, to patch back the paving creating a seamless transition between old and new brick paving.
- v. If ESI elects to remove existing brick paving from the South Spoke a minimum 7' wide clear brick paved walkway shall be put back into place by ESI along the entire face of the Boise Centre and the entire face of the Century Link Arena to provide public access to convention center entrances and north/south pedestrian thoroughfare.
- vi. Existing light pole foundations remain in place, without light pole reinstalled. ESI to deliver salvaged light poles to City of Boise Municipal Lighting.
- vii. Existing trees, tree grates, concrete surrounds, and irrigation disturbed by construction remain in disturbed condition and are not replaced or repaired.
- viii. Bicycle racks, trash receptacles, flower pots, and all other site furnishings are not in place.

All parties acknowledge that the Temporary Condition of the Construction Use Area is not an acceptable condition for public use. All parties agree to relocate construction fencing in a coordinated manner that maintains public safety.

3. Liens. ESI covenants that it will satisfy and hold Agency harmless against any lien, judgment or other encumbrance filed or made against the Construction Use Areas, arising directly or indirectly out of ESI's use or occupancy of the Construction Use Areas, at ESI's sole and separate cost or expense.

4. Repair of Damages. Subject to Section 2(f) above, ESI and District shall exercise their rights hereunder in a manner so as not to damage Agency's property or any property that may at any time be thereon, and ESI and District shall promptly repair any damage caused by ESI or its agents, employees, or contractors, and in the event of any such damage, shall restore Agency's property or any property located thereon to substantially the same condition which existed immediately prior to the performance of any work thereon by or on behalf of the ESI or a better condition.

5. Insurance. ESI shall, at its sole cost, obtain and maintain in force for the duration of the Use Agreement insurance of the following types, with limits not less than those set forth below with respect to the Project.

(a) Commercial General Liability Insurance (“Occurrence Form”) with a minimum combined single limit liability of \$5,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$5,000,000 each person for personal and advertising injury liability. The policy shall be endorsed to name Agency, including its respective affiliates, the financing parties, McAlvain Construction, Inc., CSHQA, and the respective officers, directors, and employees of each as additional insureds. All policies shall be occurrence form policies and not a claims-made policy.

(b) Workers’ Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over ESI’s employees, and Employer’s Liability Insurance as required by law. ESI shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers’ Compensation Insurance or otherwise attempt to opt out of the statutory Workers’ Compensation system.

(c) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$500,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

(d) All insurance provided by ESI under this Use Agreement shall include a waiver of subrogation by the insurers in favor of Agency. ESI hereby releases Agency, including its respective affiliates, directors, agents, contractors, and employees for losses or claims for bodily injury, property damage, or other insured claims arising out of ESI’s performance under this Use Agreement or construction of the Project.

(e) Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that commercially reasonable efforts shall be taken to provide not less than thirty (30) days’ written notice to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. ESI shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Use Agreement. At Agency’s request, ESI shall provide a certified copy of each insurance policy required under this Use Agreement.

(f) All policies of insurance required by this Use Agreement shall be issued by insurance companies with a general policyholder’s rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available “Best’s Insurance Reports” and qualified to do business in the State of Idaho.

(g) The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Agency. ESI’s General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that ESI has obtained the insurance required in this Section shall in no manner lessen or affect ESI’s other obligations or liabilities set forth in this Use Agreement.

6. Indemnification. ESI shall indemnify, defend, and hold Agency, McAlvain Construction, Inc., CSHQA, and their respective officers, agents, contractors, and employees (the "Indemnitees") harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against the Indemnitees or their respective officers, agents, and employees arising out of ESI's use of the licensed areas or otherwise arising as a result of ESI's exercise of its rights under this Use Agreement. Notwithstanding the foregoing, ESI shall have no obligation to indemnify and hold Indemnitees harmless from and against any matter to the extent it arises from the active negligence or willful act of Indemnitees. In the event an action or proceeding is brought against Indemnitees by reason of any such Claim, ESI, upon written notice, shall, at ESI's expense, resist or defend such action or proceeding.

7. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between Agency and ESI shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and ESI set forth above. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

8. Conflicts of Interest. No member, official, or employee of Agency shall have any personal interest, direct or indirect, in this Use Agreement, nor shall any such member, official, or employee participate in any decision relating to this Use Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. ESI warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Use Agreement.

9. Non-liability of Agency Officials and Employees. No member, official, or employee of Agency shall be personally liable to ESI in the event of any default or breach by Agency or for any amount which may become due to ESI or on any obligations under the terms of this Use Agreement.

10. Successors and Assigns. This Use Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. ESI shall not assign its rights or obligations under this Use Agreement without the consent of Agency, which Agency shall not unreasonably withhold, condition, or delay.

11. Attorney Fees and Costs. In the event that any Party to this Use Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing Party, and such may be included to the judgment entered in such action.

12. Severability. In case any one or more of the provisions of this Use Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Use Agreement, but this Use Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

13. Headings. The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Use Agreement.

14. Counterparts. This Use Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. Dispute Resolution. In the event that a dispute arises between Agency, District, and ESI regarding application or interpretation of any provision of this Use Agreement, the aggrieved Party shall promptly notify the other Parties to this Use Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

16. Attachments and Exhibits Made a Part. All attachments and exhibits which are attached to this Use Agreement are made a part hereof by this reference.

17. Default and Termination. In the event ESI defaults under this Use Agreement, Agency may, after providing three (3) days prior written notice to both the District and ESI, suspend this Use Agreement until such default is cured. If the District and ESI do not commence to cure such default within the three (3) day period following the notice, and complete the cure of such default within fifteen (15) days from the date of the notice, Agency may terminate this Use Agreement.

18. Legal Actions. In addition to any other rights or remedies, any party may institute legal action to cure, correct, or remedy any default; to recover damages for any default; or to obtain any other remedy consistent with the purpose of this Use Agreement. The nondefaulting party may also, at its option, cure the default and sue to collect the attorney's fees and costs incurred by virtue of curing or correcting the party's breach. Further, the nondefaulting party may pursue an action to require the defaulting party to specifically perform the terms and conditions of this Use Agreement.

19. Applicable Law. The laws of the State of Idaho shall govern the interpretation and enforcement of this Use Agreement.

20. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Use Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party. Agency and ESI shall retain all rights and remedies available to them hereunder.

21. Effective Date. The Effective Date of this Use Agreement shall be the date the Use Agreement is signed by all parties, last date signed.

IN WITNESS WHEREOF, the effective date of this Use Agreement shall be the date when this Use Agreement has been signed by Agency.

AGENCY:

URBAN RENEWAL AGENCY OF BOISE CITY
a/k/a Capital City Development Corporation

By: _____

Name: _____

Its: _____

Date: _____

DISTRICT:

GREATER BOISE AUDITORIUM DISTRICT a
governmental subdivision of the State of Idaho and a body
corporate with all the powers of a public or quasi-public
corporation

By: _____

Jim Walker
Chairman

By: _____

Pat Rice
Executive Director

Date: _____

ESI:

ENGINEERED STRUCTURES, INC., an Idaho corporation

By: _____

Name: _____

Its: _____

Date: _____

Exhibit A

Depiction of Construction Fence as of Effective Date for Phase One

July 5, 2016 – August 31, 2016

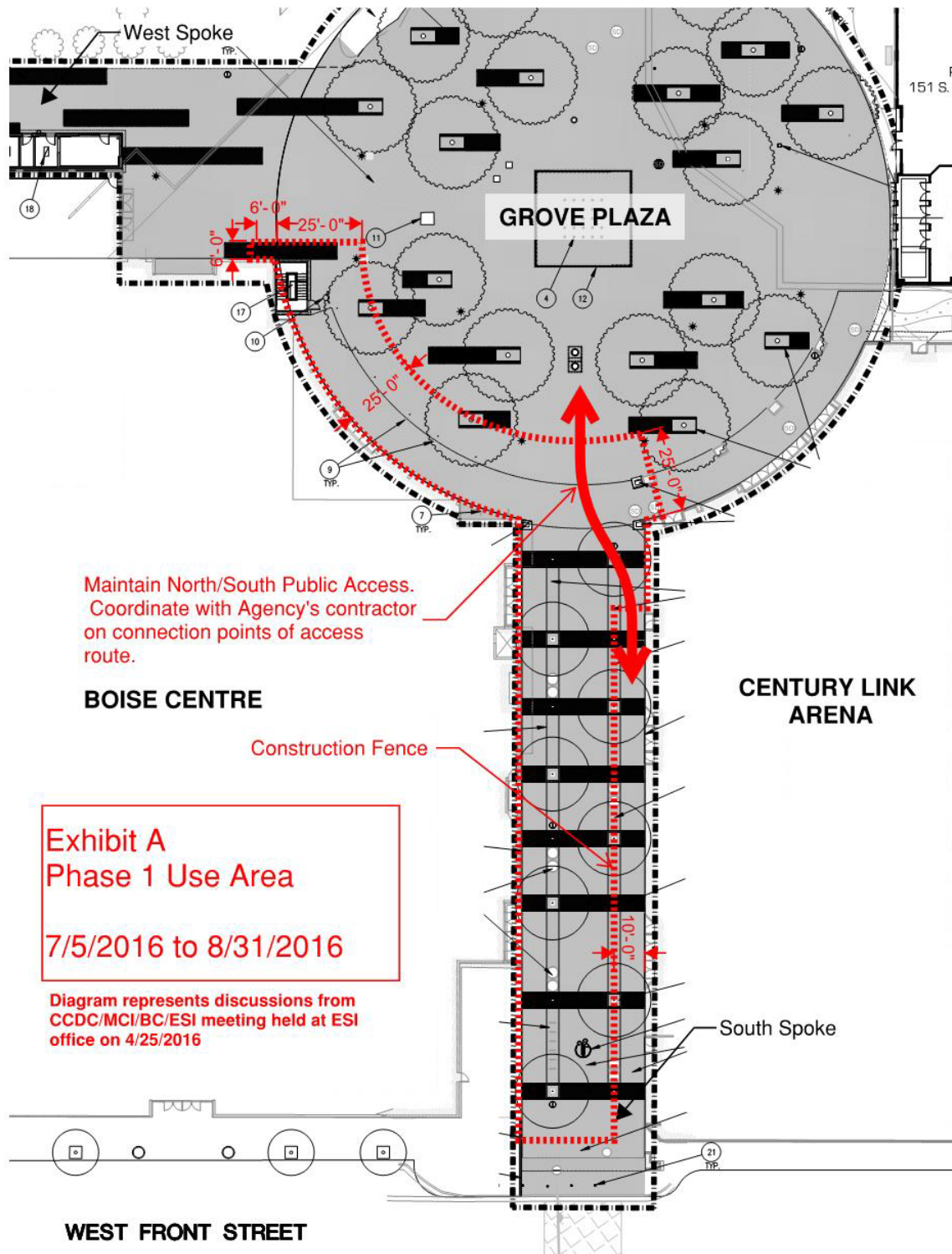


Exhibit B

Depiction of Construction Fence for Phase Two

September 1, 2016 – November 30, 2016

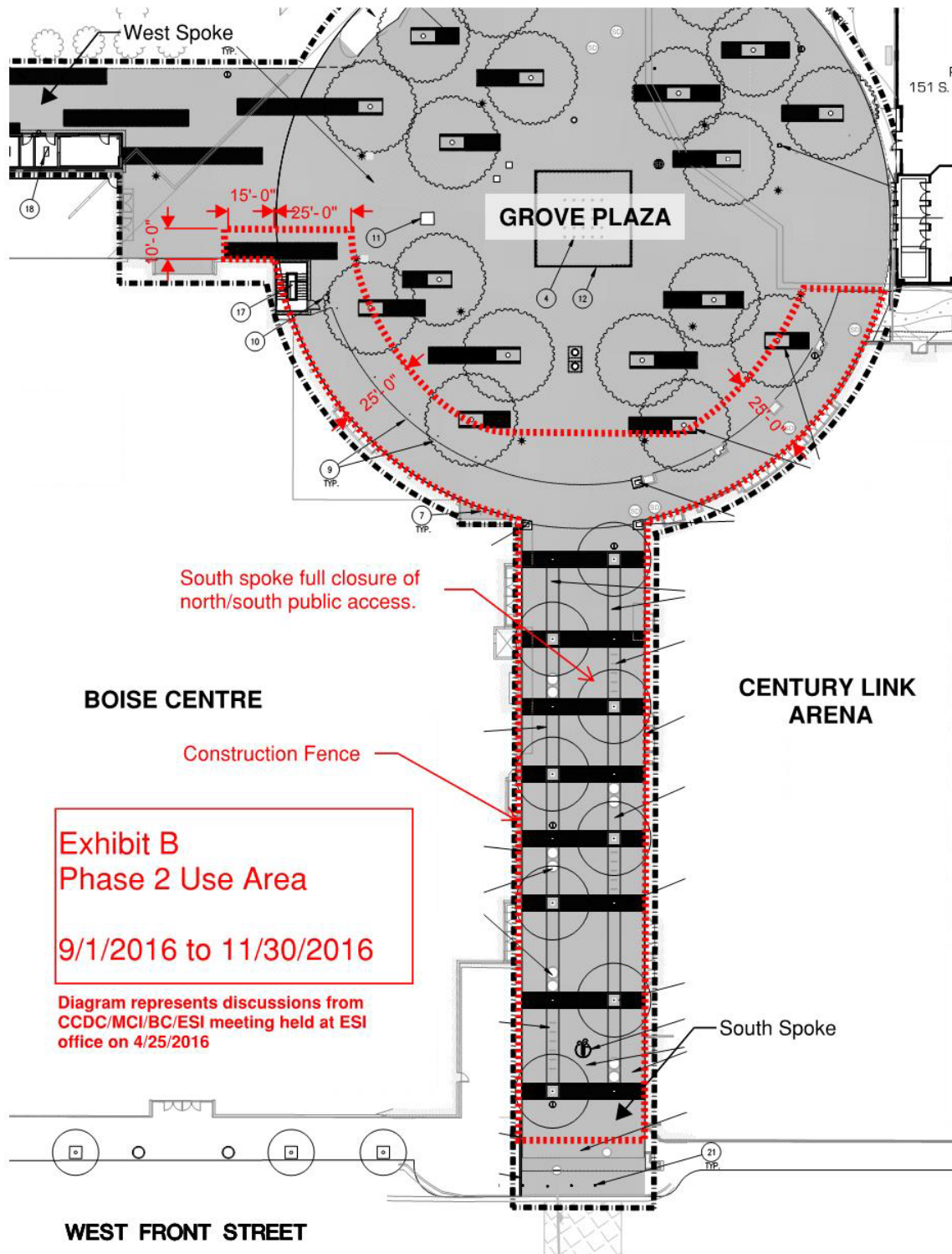


Exhibit C

Depiction of Construction Fence for Phase Three

December 1, 2016 – April 1, 2017

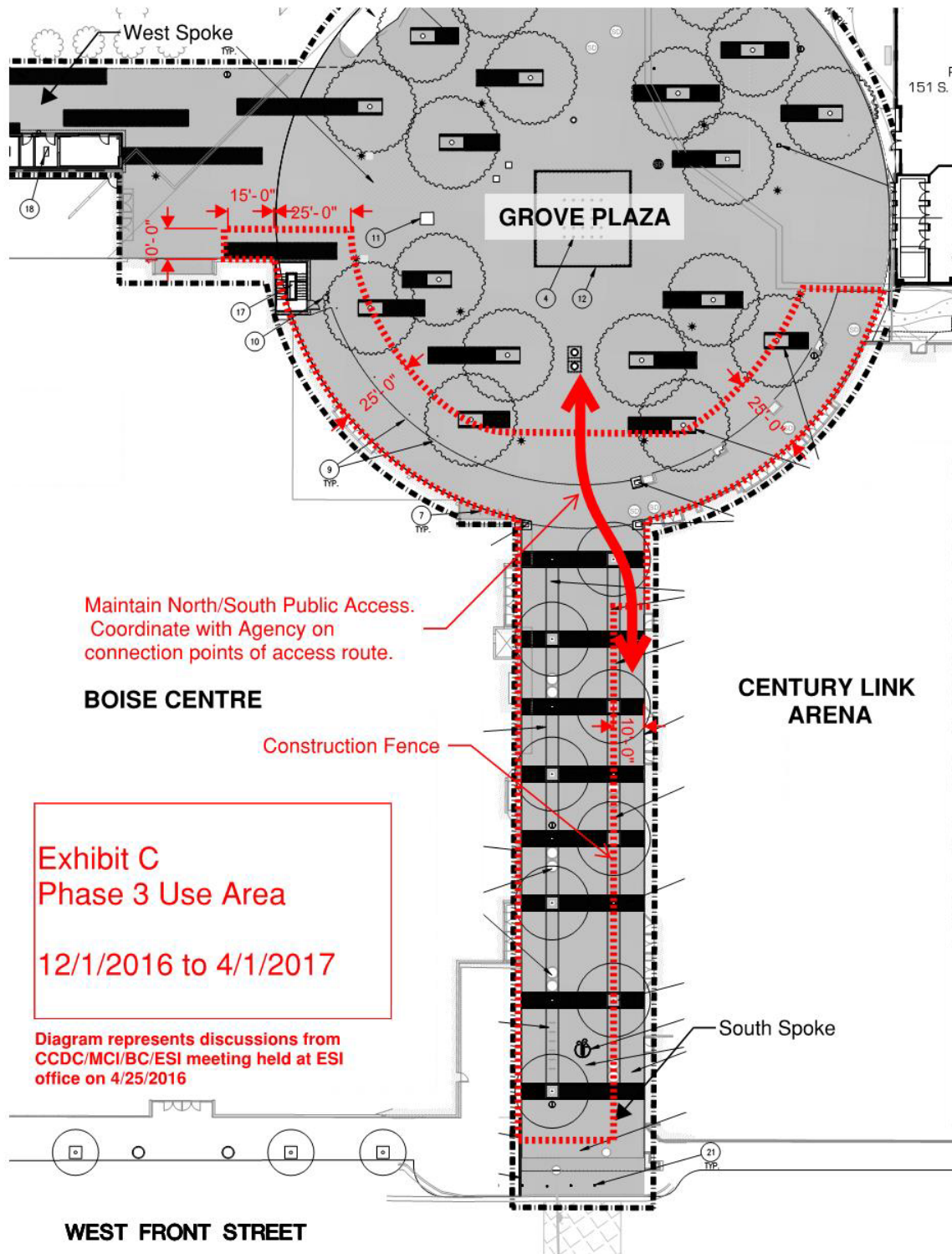
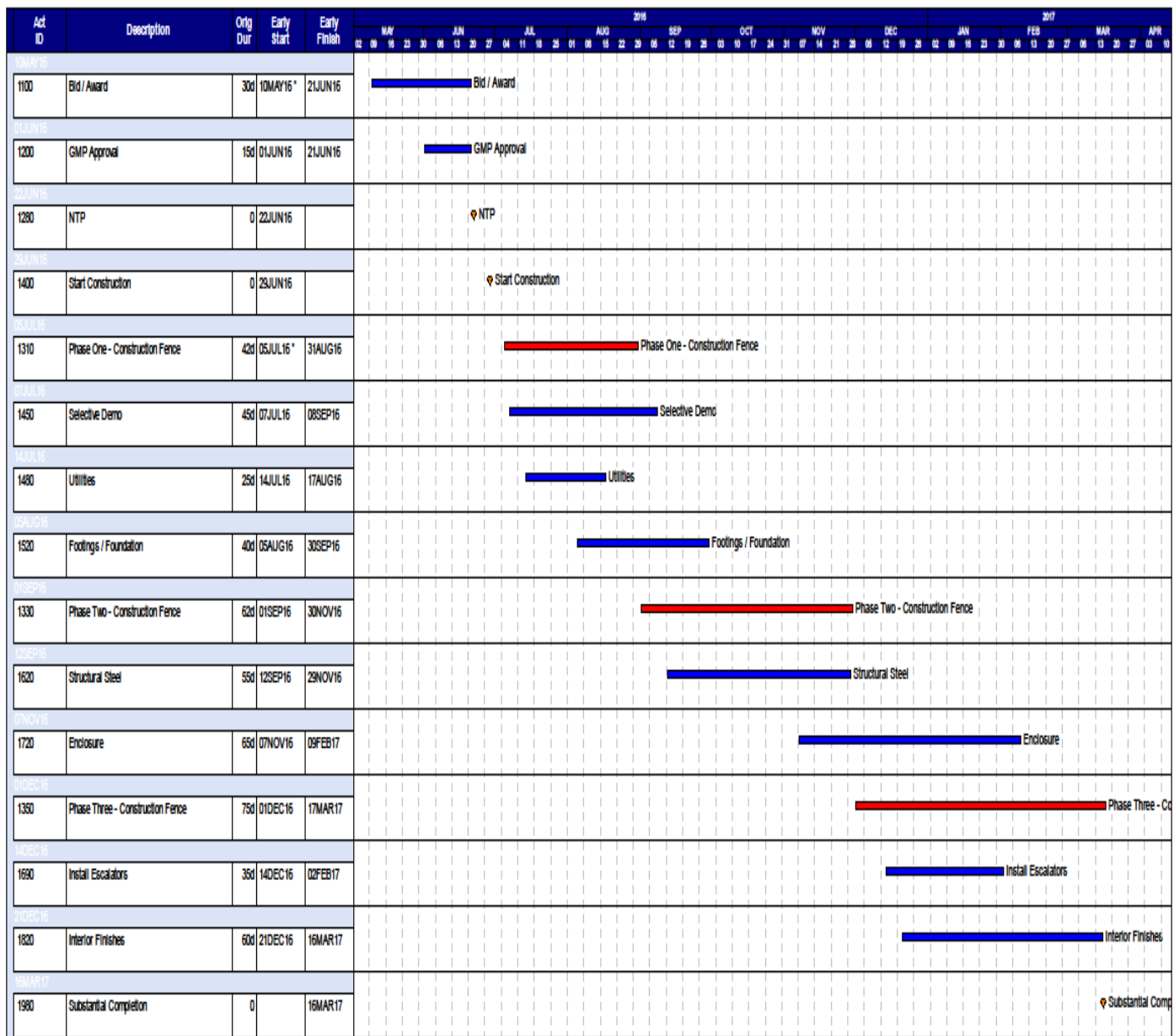


Exhibit D

Construction Milestone Project Schedule



tre Concourse

Recording Requested By and
When Recorded Return to:

Capital City Development Corporation
Attn: Doug Woodruff
121 N 9th St Suite 501
Boise, Idaho 83702

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

RESTROOM EASEMENT AGREEMENT

This Restroom Easement Agreement ("**Agreement**") is made and entered into, by and between the CAPITAL CITY DEVELOPMENT CORPORATION ("**Agency**") and GREATER BOISE AUDITORIUM DISTRICT ("**District**"), collectively the "**Parties**."

RECITALS

WHEREAS, Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, as amended and supplemented (the "**Law**");

WHEREAS, District is a public body organized and operating under the laws of the State of Idaho as an auditorium district pursuant to Title 67, Chapter 49 of the Idaho Code (the "**Act**");

WHEREAS, the Act authorizes District to acquire, operate, and maintain public convention and auditorium facilities;

WHEREAS, District owns that real property and convention center commonly known as the Boise Centre, which real property is legally described on **Exhibit A** ("**Boise Centre Property**")

WHEREAS, Agency is the owner of the Grove Plaza and the 8th Street pedestrian walkway, all located in Ada County, Idaho (collectively the "**Grove Plaza**"), pursuant to that certain Vacation of Public Right-Of-Way, dated September 28, 1973, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 862452;

WHEREAS, Agency is renovating the Grove Plaza and will be constructing a public restroom facility including office space for a visitor's center (collectively, the "**Restroom**") partially on the Boise Centre Property;

WHEREAS, to allow for the construction of the Restroom, Agency and District desire to enter into this Agreement to grant Agency an easement as more particularly described herein; and

WHEREAS, District finds that it is in the best interests of the public that the Restroom be constructed and that it grant Agency the rights set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, District and Agency agree as follows:

AGREEMENT

1. **Easement.** District hereby declares, grants, creates, and establishes a perpetual easement in favor of Agency, its successors and assigns, to encroach into the Boise Centre Property in the area legally described on **Exhibit B** and depicted as the "Restroom Easement" on **Exhibit C** (the "**Restroom Easement**").

2. **Construction.** Agency and District have entered into or will enter into a property use agreement that provides, among other things, for the coordination of the construction of various improvements to the Grove Plaza and the Boise Centre (the "**Property Use Agreement**"). Subject to the terms and conditions of the Property Use Agreement, District gives, grants, and conveys to Agency a temporary easement in the same area as the Restroom Easement for the purposes of constructing and installing the Restroom depicted on Exhibit C. Agency may not access the Restroom Easement from any other portion of the Boise Centre Property without the prior consent of District, which consent will not be unreasonably withheld or delayed. Agency will use reasonable efforts to mitigate interference with the operations of the Boise Centre during construction of the Restroom.

3. **Approval of Restroom Plans.** Prior to commencement of any construction on the Restroom, Agency shall submit its design and construction plans ("**Plans**") to District for approval by District in writing. Such plans shall include specifications for replacement of the outside wall adjacent to the Perch room in the Boise Centre with a 2 hour fire rated wall (the "**Outside Wall**"). District acknowledges and agrees that the Restroom design shown on **Exhibit D** is hereby approved.

4. **Repair of Damages.** Agency shall exercise its rights hereunder in a manner so as not to damage District's property or any property that may at any time be thereon, and Agency shall promptly repair any damage caused by Agency or its agents, employees, or contractors and, in the event of any such damage, shall restore District's property or any property located thereon to substantially the same condition which existed immediately prior to the performance of any work thereon by or on behalf of District or a better condition. As part of the repair of the Boise Centre in connection with construction of the Restroom, Agency shall, at Agency's cost, construct the Outside Wall in accordance with the plans and specifications approved by District pursuant to Section 3 hereof.

5. **Term.** From the Effective Date of this Agreement to the completion of the Restroom and thereafter for so long as the Restroom shall exist, following its initial construction and following its reconstruction, if necessary, where the Restroom is substantially restored to its prior condition following its redevelopment, or any damage

caused by casualty or condemnation, the Boise Centre shall be held, sold, conveyed, restricted, and encumbered subject to and by this Agreement.

6. Binding Effect. Each covenant, condition and restriction contained or incorporated in this Agreement shall run with the land and be binding upon the Boise Centre and on District and all other persons, entities or parties, and it's or their heirs, successors and assigns, having any right, title or interest in the Boise Centre or any part, parcel, or lot thereof.

7. Severability. If any portion of this Agreement is declared illegal, null, void, or otherwise ineffective by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect, and the court is authorized to modify the offending provisions only so far as necessary to assure its compliance with applicable law.

8. Enforcement. District, Agency, and their successors and assigns in ownership of the Boise Centre and the Grove Plaza shall be entitled to enforce the provisions of this Agreement, and each covenant, condition and restriction herein, by legal or equitable action for damages, injunction, abatement or specific performance. In the event of legal action, the substantially prevailing party will be entitled to recover its costs and reasonable attorney fees (including such costs and fees on appeal) as ordered by the court.

9. General Provisions.

(a) Notices. Any notices required hereunder shall be served to the Parties at the following addresses:

If to Agency: Capital City Development Corporation
121 N. 9th St., Ste. 501
Boise, ID 83702

If to District: Greater Boise Auditorium District
850 West Front Street
Boise, ID 83702

All notices under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Parties at the above-stated addresses or such other address(es) as may from time to time be designated by any such party in writing. Notices mailed as provided in this Section shall be deemed given and received on the date that is three (3) business days following the date of postmark in the case of mailing.

(b) Time Is of the Essence. Time is of the essence of the provisions hereof.

(c) Choice of Law. It is the intention of the Parties that this Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be construed in accordance with, under, and pursuant to the laws of the State of Idaho. This Agreement is entered into in Idaho and shall be governed by and interpreted under the laws of the State of Idaho.

(d) Headings. Headings are provided for the convenience of the Parties and shall not be utilized by any court in construing the meaning of this Agreement.

(e) Binding Effect. This Agreement and all terms and obligations hereof shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns and shall be appurtenant to and run with the real property described herein.

(f) Authority to Execute. Each individual signing this Agreement on behalf of a party warrants that he or she is fully authorized to sign this Agreement and to bind the party on whose behalf the signature is given.

(g) Recitals. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

(h) Interpretation. Capitalized terms shall have the meanings defined where the terms appear in quotation marks.

(i) Effective Date. The Effective Date of this Agreement shall be the date the Agreement is signed by both Parties (last date signed).

**EXECUTED AND EFFECTIVE AS OF THE DATE SIGNED BY THE PARTIES
(LAST DATE SIGNED)**

[Signatures on Following Pages]

AGENCY:

URBAN RENEWAL AGENCY OF BOISE CITY
a/k/a Capital City Development Corporation

By: _____
Name: _____
Its: _____

Date: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2016, before me, _____, a notary public in and for said state, personally appeared _____, known to me to be the _____ of Urban Renewal Agency of Boise City, a/k/a Capital City Development Corporation, who executed the within and foregoing instrument, and acknowledged to me that Capital City Development Corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission Expires _____

DISTRICT:

GREATER BOISE AUDITORIUM DISTRICT a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-public corporation

By: _____
Jim Walker
Chairman

By: _____
Patrick D. Rice
Executive Director

Date: _____

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Jim Walker, the Chairman of the Board of the Greater Boise Auditorium District, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

[Seal]

NOTARY PUBLIC
Notary Public for _____
Residing at _____
My commission expires _____

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Patrick D. Rice, the Executive Director of the Greater Boise Auditorium District, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

[Seal]

NOTARY PUBLIC
Notary Public for _____
Residing at _____
My commission expires _____

CONSENT AND ACKNOWLEDGEMENT

ODC-FIC, an Idaho Limited Partnership, doing business under the assumed name FIC Associates ("ODC-FIC"), does hereby approve and consent to the creation and execution of this Agreement by the parties hereto, and approves and consents to the design, location, and construction of the Restroom as authorized under this Agreement. ODC-FIC is the owner of Parcel A, A-1, and C identified in the Declaration. ODC-FIC's approval and consent to the design, location, and construction of the Restroom as authorized by this Agreement shall not waive the necessity to obtain ODC-FIC's consent, approval or right of first refusal in the future as set forth in the Declaration of Covenants, Conditions, and Restrictions, recorded as Instrument No. 8736320 by the Ada County Recorder's Office.

By: Oppenheimer Development Corporation
Its: General Partner

Arthur F. (Skip) Oppenheimer
President
Oppenheimer Development Corporation
Date: _____

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Arthur F. (Skip) Oppenheimer, President of the Oppenheimer Development Corporation the general partner of ODC-FIC, Limited Partnership, the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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

[Seal]

NOTARY PUBLIC
Notary Public for _____
Residing at _____
My commission expires _____

Exhibit A

Legal Description of Boise Centre

Parcel 1

A parcel of land in Block 21, and in vacated Eighty and original Grove Streets, BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof, filed in Book 1 of Plats at Page 1 records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of Ninth and Front Streets; thence North $35^{\circ}10'05''$ East 40.07 feet along the centerline of Ninth Street to a point; thence South $54^{\circ}46'55''$ East 40.01 feet to the most Westerly corner of said Block 21; thence North $35^{\circ}13'17''$ East 77.10 feet along the most Westerly boundary of Block 21 to a point and the TRUE POINT OF BEGINNING; thence North $35^{\circ}13'17''$ East 182.91 feet to the most Northerly corner of Block 21; thence North $35^{\circ}12'08''$ East 37.08 feet to a point, thence South $54^{\circ}47'33''$ East 240.89 feet along a line 3.00 feet Southwesterly of and parallel to the centerline of vacated original Grove Street to a point; thence along a curve to the left 123.88 feet, said curve having a radius of 100.00 feet, a central angle of $70^{\circ}58'39''$ and a long chord bearing South $7^{\circ}44'53''$ East 116.11 feet to a point; thence South $35^{\circ}13'35''$ West 195.02 feet along a line 20.00 feet Westerly of and parallel to the centerline of vacated Eight Street to a point; thence North $54^{\circ}47'36''$ West 259.99 feet to a point; thence along a curve to the right 94.26 feet, said curve having a radius of 60.00 feet, a central angle $90^{\circ}00'53''$ and a long chord bearing North $9^{\circ}47'09''$ West 84.86 feet to the TRUE POINT OF BEGINNING.

Containing 84,001.34 square feet or 1.928 acres, more or less.

Parcel 2

A parcel of land in vacated Original Grove Street between 9th and 8th Streets, BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof, filed in Book 1 of the Plats at Page 1, records of Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said BOISE CITY ORIGINAL TOWNSITE; thence along the centerline of Main Street South $54^{\circ}47'55''$ East, 40.05 feet to a point; thence South $35^{\circ}13'17''$ West, 40.09 feet to the most northerly corner of said Block 9; thence continuing South $35^{\circ}13'17''$ West 260.00 feet along the easterly right-of-way line of 9th Street to the most westerly corner of Block 9; thence continuing South $35^{\circ}13'17''$ West, 13.84 feet to a point; thence South $54^{\circ}47'33''$ East, 130.00 feet along a line 26.25 feet northeasterly of and parallel to the vacated centerline of Original Grove Street to a point, and the TRUE POINT OF BEGINNING; thence South $35^{\circ}12'27''$ West 29.25 feet to a point;

thence South 54°47'33" East 70.00 feet along a line 3.00 feet southwesterly of parallel to the vacated centerline of Original Grove Street to a point; thence North 35°12'27" East 29.25 feet to a point; thence North 54°47'33" West 700.00 feet along a line 26.25 feet northeasterly of and parallel to the vacated centerline of Original Grove Street to the TRUE POINT OF BEGINNING.

This parcel shall consist only of surface and air rights. Elevations above Mean Sea Level for the bottom of the parcel shall be understood to control the elevation of ownership. The top of the concrete wearing surface that will be constructed over a waterproof membrane and roofing slab over the underground parking facility, varying in elevation from 2745.5 to 2746.25, Boise City Datum will define the ownership.

Utility easements penetrating the wearing surface, membrane and basement roofing slab with horizontal extensions to the edge of the parcel shall be provided at locations to be determined in the final design.

Containing 2,047.50 square feet or 0.047 acres, more or less.

Exhibit B

Legal Description of Restroom Easement

An easement over a portion of a parcel of land described as "Parcel 2" in a Quitclaim deed, recorded as Instrument Number 108127672, Ada County Records, said easement, located in a portion of Vacated Original Grove Street between 9th and 8th Street, BOISE CITY ORIGINAL TOWNSITE, according to the official plat thereof, filed in Book 1 of Plats at Page 1, records of Ada County, Idaho, is more particularly described as follows:

Commencing at a brass cap monument marking the intersection of 9th Street and Main Street of said Boise City Original Townsite; thence along the centerline of 9th Street, South 35°12'55" West 314.06 feet to a point being 26.25 feet northeasterly of the vacated centerline of said Original Grove Street, thence leaving said centerline along a line 26.25 feet northeasterly of and parallel with said vacated centerline

South 54°46'28" East 170.05 feet to the most northerly corner of said "Parcel 2" thence continuing along the northeasterly line of said "Parcel 2", South 54°46'28" East 9.86 feet to the **POINT OF BEGINNING**, thence continuing along said northeasterly line

South 54°46'28" East 50.15 feet, thence leaving said northeasterly line

South 35°13'32" West 0.20 feet to a point; thence

North 54°43'19" West 50.15 feet along a line being coincident with the northeasterly exterior wall of an existing building, thence leaving said line and exterior wall

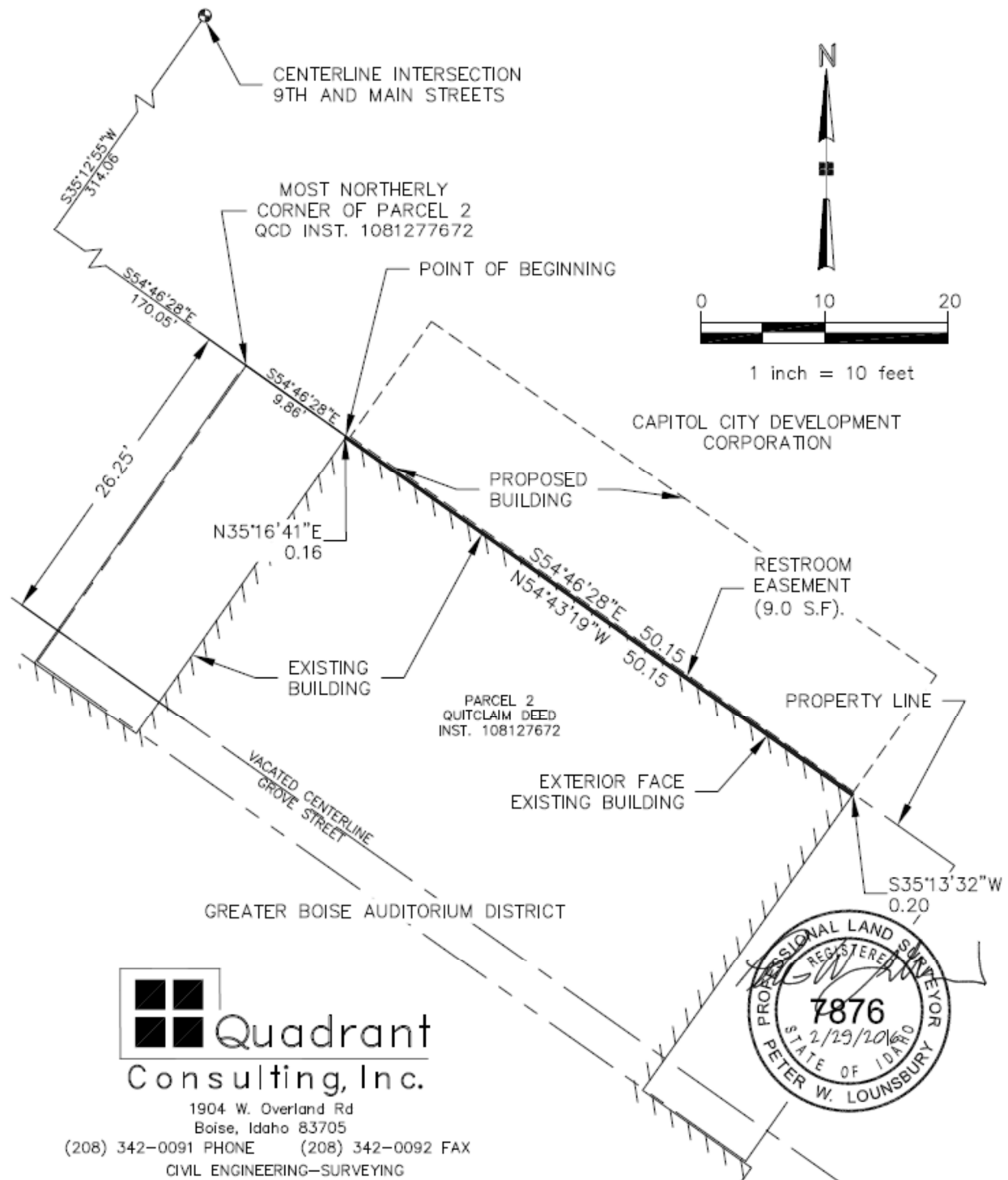
North 35°16'41" East, 0.16 feet to the **POINT OF BEGINNING**.

Said easement contains 9.0 square feet, more or less.

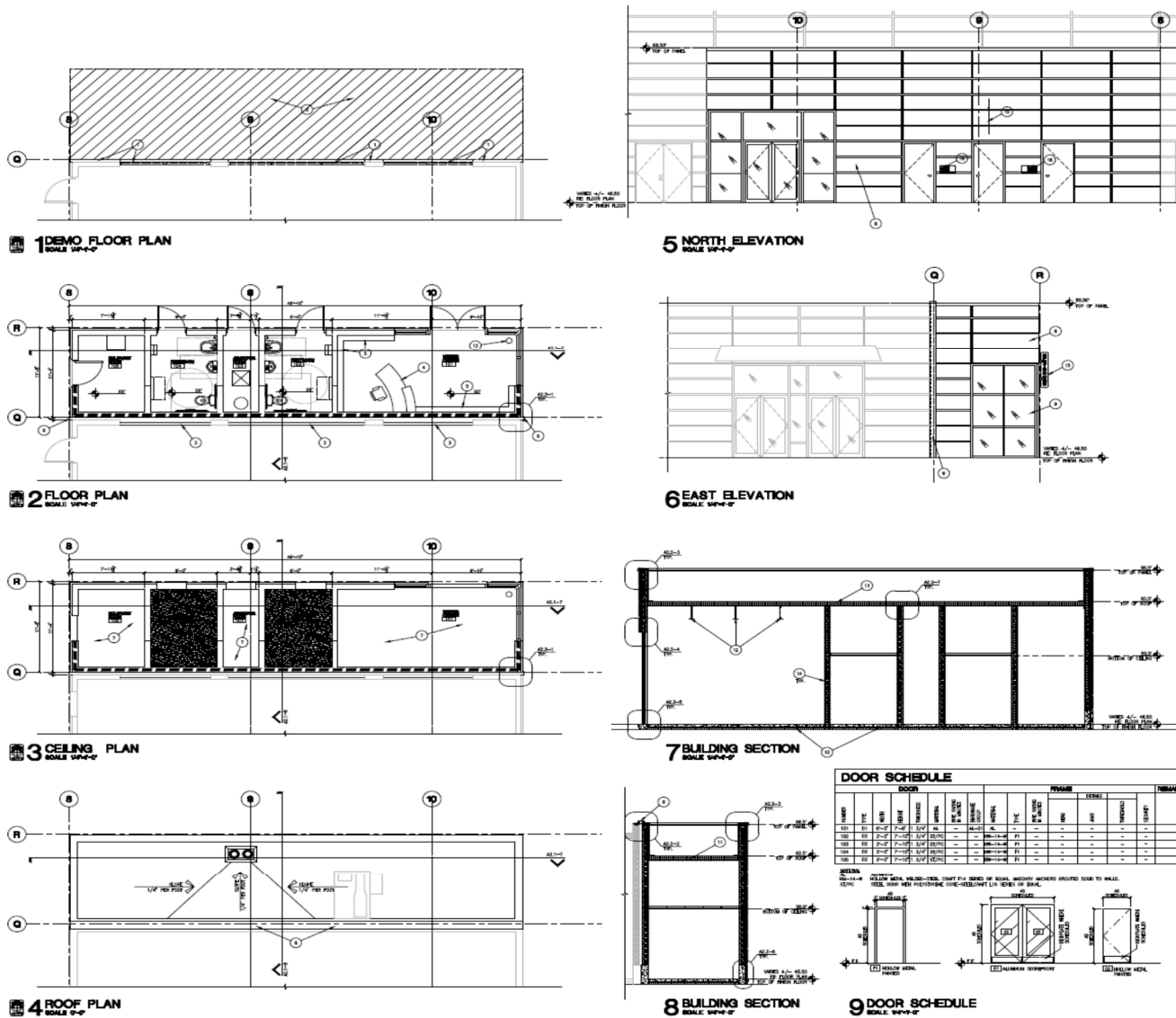


Exhibit C

Legal Description and Depiction of Boise Centre Restroom Easement



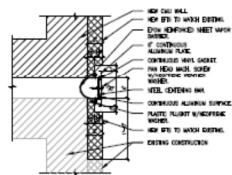
Restroom Design Drawings



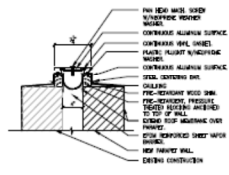
CODE ANALYSIS

CODE 0010 MC
ALLEN, RUTH ANN
MC PERSIMMON, JR.
RICHARD ALLEN
MC PERSIMMON, JR.
MC PERSIMMON, JR.
MC PERSIMMON, JR.

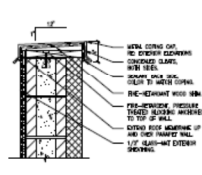
CCDC GROVE PLAZA RENOVATION 830 W. FRONT ST.		<div style="text-align: center;"> CSHA <small>CONSTRUCTION SERVICES, INC.</small> <small>10000 W. 10TH AVE., SUITE 100</small> <small>DENVER, CO 80231</small> <small>TEL: (303) 733-8800</small> <small>WWW.CSHA.COM</small> </div>
60% SUBMITTAL		<div style="text-align: right; font-size: small;"> DATE: 12-18-2015 BY: SPS </div>
<div style="text-align: center;"> RESTROOM BLDG PLANS </div>		
<div style="font-size: 2em; font-weight: bold;">A2.1</div>		



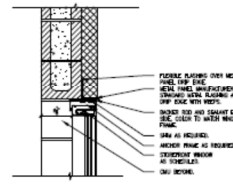
1 WALL JOINT DETAIL
SCALE: 1/8\"/>



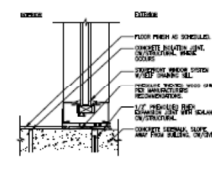
2 PARAPET JOINT DETAIL
SCALE: 1/8\"/>



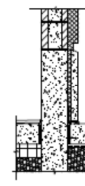
3 PARAPET @ CMU
SCALE: 1/8\"/>



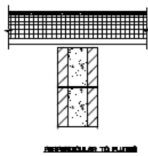
4 STOREFRONT WINDOW
SCALE: 1/8\"/>



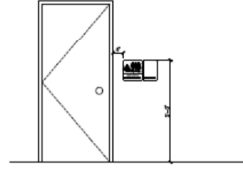
5 STOREFRONT SILL @ SLAB
SCALE: 3/4\"/>



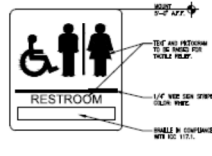
6 CONCRETE PANEL
SCALE: 3/4\"/>



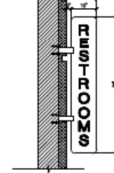
7 CMU WALL TO DECK
SCALE: 1/8\"/>



8 RESTROOM SIGN
SCALE: 3/4\"/>



9 RESTROOM SIGN
SCALE: 3/4\"/>



10 BLADE SIGNAGE DETAIL
SCALE: 3/4\"/>

RESTROOM BUILDING - FINISH SCHEDULE									
ROOM NO.	ROOM NAME	FLOOR	WALL	WALLS				CEILING	FLOORING
				N	S	E	W		
101	WATER CLOSET	-	-	PA	-	-	-	N/A	
102	RESTROOM	STORY	-	EXIST	P-AG	P-AG	P-AG	EXP	
103	RESTROOM, MEN	-	-	EXIST	-	-	-	N/A	
104	RESTROOM	STORY	-	EXIST	P-AG	P-AG	P-AG	PRO	
105	RESTROOM, WOMEN	-	-	EXIST	-	-	-	N/A	

PRELIMINARY
NOT FOR
CONSTRUCTION

CCDC GROVE PLAZA RENOVATION
858 W. FRONT ST.
CSHA

BOISE, ID

60%
DESIGN
DEVELOPMENT

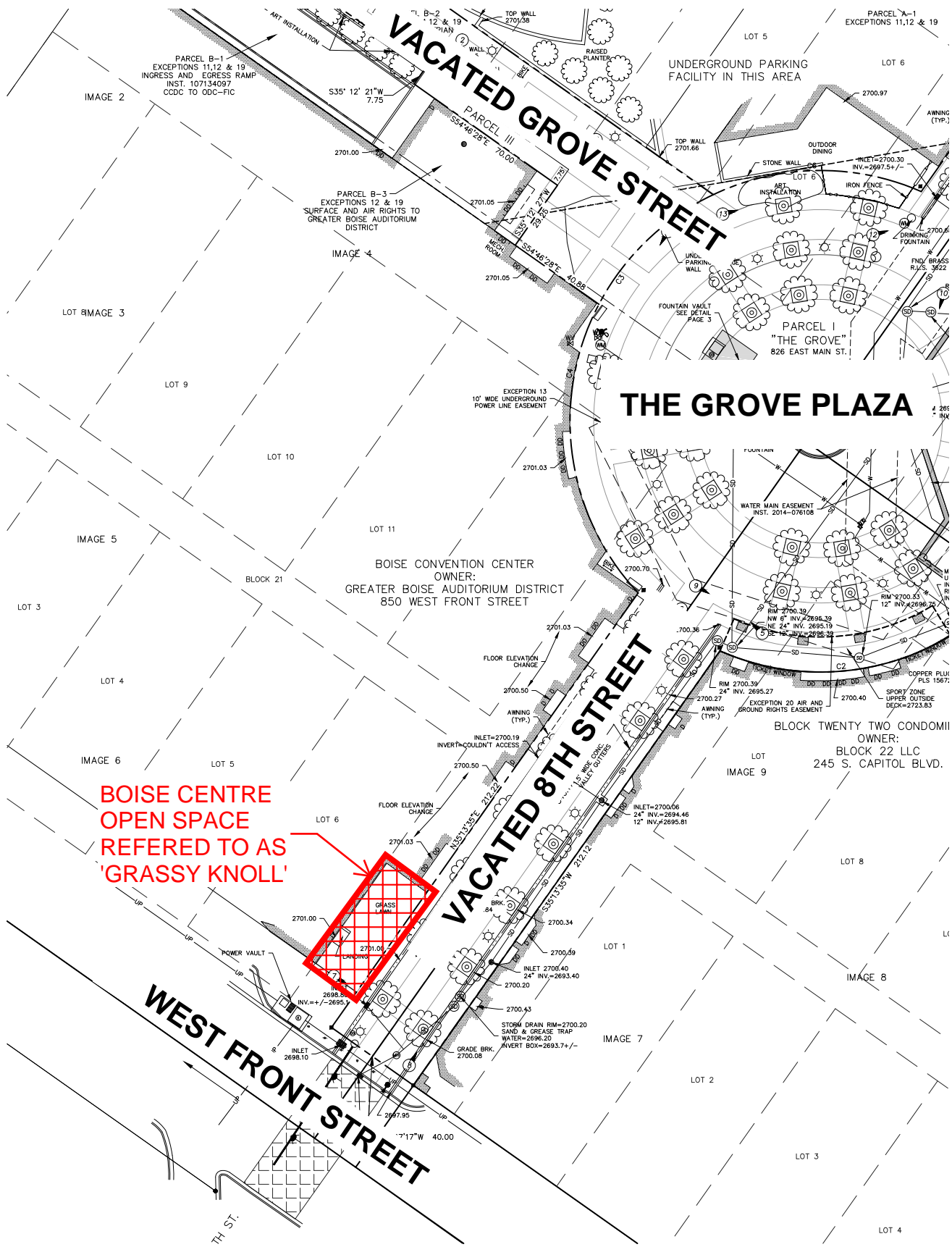
PROJECT: 10101
DATE: 10-10-2015
DRAWN: JACOB
CHECKED: JACOB
NOTED:

SHEET TITLE
RESTROOM
BLDG
DETAILS

SHEET
A2.2
ORIGINAL, SHEET NO. 101
BY: JACOB

4836-9778-4623, v. 4

Potential Future Grove Storage Area Location





AGENDA BILL

Agenda Subject: Resolution No. 1444 Approval of Type 2 General Assistance Participation Agreement for reimbursement of streetscape improvements around the 5 th and Idaho Apartments. Approval of a Type 4 Public Private Partnership Participation Agreement for public park improvements and utility improvements around the 5 th and Idaho Apartments.		Date: May 9, 2016
Staff Contact: Shellan Rodriguez	Attachments: 1) Project Update Letter from Developer dated 4.29.2016 2) Resolution No. 1444	
Action Requested: Adopt Resolution No. 1444 approving and authorizing the execution of the Type 2 General Assistance Participation Agreement and a Type 4 Public Private Partnership Participation Agreement for public improvements around the proposed 5 th and Idaho Apartments.		

Background:

Project Summary:

- **Location:** Northeast corner of 5th Street and Idaho Street, in River Myrtle-Old Boise Urban Renewal District. The site includes the vacant Gibson's Funeral Home Building and a surface parking lot.
- **Developer:** Clay Carley, Tim Gibson, Dean Pape and Peter Oliver.
- **Development & Design Team:** GGLO, Hummel Architects, The Land Group, KPFF and Musgrove Engineering.
- Type 2 and Type 4 Projects : Total Request of CCDC: \$1,152,000
 - Type 2 for streetscapes, NTE \$362,300
 - Type 4 for park and utilities, NTE \$789,300
- Approximately \$15 million in total development costs
- 80 residential apartments, 5 stories above grade
- 82 parking spaces (tuck under/ below grade)
- Alley access, ACHD interested in PILOT Alley program
- 3,000 +/- s.f. of retail
- 3,600 +/- s.f. public park facing Idaho Street

- Pedestrian connectivity between Idaho & Main

Development Progress/ Timeline:

- Developer controls entire project site.
- **March 2015:** CCDC Board designated project as Type 2 and Type 4 Participation Project.
- **June 2015:** CCDC Board approved providing a conditional letter of commitment to developer for financing purposes.
 - Revisions since CCDC designation and letter of commitment include: eligible costs revised, increase in CCDC participation request due to updated design, construction costs, and decrease in public park size.
- **September 2015:** Land Use Entitlements received with City Historic Preservation Commission approval.
- **February 2016:** 221(d)(4) HUD financing preliminary approval.*
- **February 2016:** Developer obtained construction cost estimates from Anderson Construction and Idaho Power.
- **May 2016:** City Council Work Session, including this park as part of an urban park strategy confirmed.
- **October 2016:** Construction start.
- **December 2017:** Construction completion, lease up begins.

**Although HUD funds have not been finally approved they are on track for approval and the developer is expecting to complete the loan closing in the next 90-120 days. Based on HUD Approval the structure of the development and owner entity may change. Pending CCDC legal counsel approval staff will consider these changes a minor revision to the Agreement.*

CCDC wishes to encourage and facilitate residential development within the District. The Downtown Housing Strategy (May 2015) confirms placemaking strategies help achieve additional downtown housing, by increasing values and positively affecting the viability of retail and services.

Fiscal Notes:

The request is for a total contribution of up to \$1,152,000 for approved and actual costs. This request meets the requirements of the Type 2 and Type 4 Participation Policy. CCDC's participation is allocated to this project within the current CIP Amendment. The previously approved CIP allocates CCDC contribution to this project although it is no longer current.

Type 2 General Assistance Participation Agreement:

The project is eligible for up to \$362,300 in public improvement/ ROW costs.

- Street furnishings: \$63,600
- Sidewalks/ alley: \$135,300

- Suspended paver systems (Silva Cells): \$59,900
- Undergrounding power lines and extending phone and fiber: \$103,500

The costs will be paid back over time (FY2019 – FY2022). Preliminary *estimates* based on the project's estimated assessed value of \$15 million indicate the project would be eligible for approximately \$135,000 annually and would be paid back within three years, less than the Participation Policy's maximum four year payback period.

As designed the development scores over 150 points, within the highest tier, of CCDC's Participation Policy's T2 Scorecard. Therefore it is eligible to receive up to 80% of the increment received during the payback period.

Type 4 Public Private Partnership Participation Agreement:

The project is eligible for up to \$789,300 in costs associated with the creation of the public park and the undergrounding of public utilities on 5th Street.

- Land: \$142,800
- Park Improvements: \$373,100
- Engineering & Design: \$105,700
- Public Utility Improvements - 5th Street: \$167,700

The reimbursement will be paid upon project completion and the City's acceptance of a perpetual public open space/ park easement. This is slated to occur in FY 2018, upon project completion.

Many of this project's capital improvements were slated to be completed as a CCDC Capital Improvement Project in 2015 but due to 5th & Idaho's project schedule the ROW improvements were removed, thus they are being completed in conjunction with this larger project.

Staff Recommendation:

Approve and authorize staff to execute the Type 2 General Assistance Participation Agreement and Type 4 Public Private Partnership Participation Agreement for the 5th and Idaho Apartments.

Suggested Motion:

I move to adopt Resolution No. 1444 Approval of Type 2 General Assistance Participation Agreement and Type 4 Public Private Partnership Participation Agreement for the 5th and Idaho Apartments.

5th and Idaho Development, LLC

April 29, 2016

Capital City Development Corp.
Attn: Shellan Rodriguez
Project Manager
121 9th Street, Suite 501
Boise, Idaho 83702

**RE: 5th and Idaho Apartments
Project Update**

Dear Shellan:

As you are aware our mixed-use project at 5th and Idaho received an unexpected cost increase at the end of last year. During the first few months of this year we have been working with our design, construction, and financial partners to evaluate the project's viability. In early March we determined the project would be successful with new financial offerings and a new construction partner.

Currently we are working towards completion of the construction documents that will be submitted to the City of Boise for a building permit in late May. We will also submit the construction documents to the U.S. Department of Housing and Urban Development ("HUD") as a part of our Firm Commitment application for HUD's Section 221(d)4 mortgage insurance program. This is in response to HUD's letter received in February approving our pre-application and requesting submission for Firm Commitment.

Additionally, over the past few months we have been actively working with the City of Boise's Parks Department to develop an ownership structure for the Park. This structure is not only critical to the City and ourselves but also to HUD due to the Park being located within the project's property line.

We have also been working with ACHD, Idaho Power and neighboring property owners to better coordinate work associated with the relocation of the overhead powerlines and possible alley upgrades next to the project. ACHD and Idaho Power have assisted in looking at ways to better the surrounding property for the good of the community including considering permeable alley paving, substantial utility upgrades, and increasing the overall walkability and pedestrian experience in the neighborhood.

Due to the delay caused by unexpected cost increases we are working towards a late summer or early fall ground breaking. Our contractor, ESI Construction, has estimated the total project will take 12 to 14 months moving our completion date to late fall 2017.

In addition to ESI Construction, we are excited to note that our design team is made up of a great all local group including: Hummel Architects, Musgrove Engineering, The Land Group, and KPFF Engineering. The design has been developed with guidance and assistance of GGLO Architects from Seattle who brings a vast knowledge in multi-family design and landscaping.

As a note, to date our investors have put forth over \$600,000 to towards design fees, entitlements (historical review), financing costs, and legal fees. This does not include the time and energy by us as the developer or the members of the CCDC staff.

We appreciate you and the staff at CCDC with your assistance as we work towards our goal of developing a great building.

If you have any questions, please feel free to contact me at any time at 208.830.7071.

Sincerely,



J. Dean Pape
Managing Member

Cc: Peter Oliver, Clay Carly, Tim Gibson, Anne Kunkel, & Mick Ysursa

RESOLUTION NO. 1444

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 2 PARTICIPATION AGREEMENT AND A TYPE 4 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND 5TH & IDAHO INVESTORS, LLC, AND 5TH & IDAHO DEVELOPMENT, LLC; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; 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, a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency");

WHEREAS, the Agency, a public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented for the purpose of financing the undertaking of any urban renewal project (collectively the "Act");

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan");

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

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");

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;

WHEREAS, Fifth and Idaho Investors, LLC, owns or controls certain real property, more commonly known as the 5th and Idaho Apartments located at the western corner of 5th Street and Idaho Street, Boise, ID 83702;

WHEREAS, 5th & Idaho Investors, LLC plans to develop and construct a mixed use apartment project consisting of approximately 80 studio, one, and two bedroom apartments, 82 underground parking stalls, and 3500 s.f. of retail space (collectively, the "Project").

WHEREAS, 5th & Idaho Developers, LLC intends to construct certain utility and public improvements, including a 3600 s.f. public park area, in or adjacent to the public right-of-way adjacent to the Project Site (the "Public Project");

WHEREAS, the Project and the Public Project are located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as defined by the River Myrtle-Old Boise Plan and the Project will contribute to enhancing and revitalizing the River Myrtle District and will generate revenue allocation proceeds to CCDC.

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type-2 Participation Program Agreement and exhibits thereto ("T-2 Agreement") with 5th & Idaho Investors, LLC and 5th & Idaho Developers, LLC whereby Fifth & Idaho Investors, LLC will construct the Project and the Agency will reimburse Fifth & Idaho Developers, LLC, for constructing public improvements as specified in the Agreement;

WHEREAS, attached hereto as Attachment 2, and incorporated herein as if set forth in full, is the Type-4 Participation Program Agreement and exhibits thereto ("T-4 Agreement") with 5th & Idaho Investors and 5th & Idaho Developers, LLC whereby Fifth & Idaho Investors, LLC will construct the Project and the Agency will reimburse Fifth & Idaho Developers, LLC, for constructing public improvements as specified in the Agreement;

WHEREAS, the Agency deems it appropriate to approve the T-2 Agreement and the T-4 Agreement; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the T-2 Agreement and the T-4 Agreement and to authorize the Chairman, Vice-Chairman, or Executive Director to execute the T-2 Agreement and the T-4 Agreement;

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 T-2 Agreement and the T-4 Agreement, which are attached hereto as Attachments 1 and 2 and incorporated herein by reference, are hereby approved.

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the T-2 Agreement and the T-4 Agreement and to execute all necessary documents required to implement the actions contemplated by the T-2 Agreement and the T-4 Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the May 9, 2016, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the T-2 Agreement and the T-4 Agreement and to perform any and all other duties required pursuant to said Agreements.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 9, 2016.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on May 9, 2016.

APPROVED:

By _____
Chairman

ATTEST:
By _____
Secretary

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

FIFTH AND IDAHO DEVELOPMENT, LLC

FIFTH AND IDAHO APARTMENT PROJECT

DRAFT

TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT

THIS TYPE 2 GENERAL ASSISTANCE PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho (“CCDC”), and 5th and Idaho Development, LLC, an Idaho limited liability company (“Participant”). CCDC and Participant may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the “Act”).

Fifth and Idaho Investors, LLC (“5th & Idaho Investors”), owns or controls certain real property, more commonly known as the 5th and Idaho Apartments located at the western corner of 5th Street and Idaho Street, Boise, ID 83702 (the “Project Site” or “Site”), which is more accurately described and depicted on attached Exhibit A.

5th & Idaho Investors plans to develop and construct on the Site a mixed use apartment project consisting of approximately 80 studio, one, and two bedroom apartments, 82 underground parking stalls, and 3500 s.f. of retail space (collectively, the “Project”).

Preliminary concept plans for the Project are attached as **Exhibit B** (“Concept Plans”). CCDC understands the Concept Plans are conceptual only and are subject to final planning and design.

Participant intends on constructing certain Public Improvements (as further described below), described and depicted on attached **Exhibit C**.

The Project is located in the River Myrtle-Old Boise Urban Renewal District (“River Myrtle District”), as defined by the First Amended and Restated Urban Renewal Plan River Street/Myrtle Street Urban Renewal Project (the “Plan”). The Project will contribute to enhancing and revitalizing the River Myrtle District and will generate revenue allocation proceeds to CCDC.

CCDC has been asked to assist with the Project consistent with CCDC’s Participation Program (the “Participation Program”) adopted by CCDC and as subsequently amended or updated. Under the provisions of the Plan and the Participation Program, CCDC may participate in the funding of certain improvements.

CCDC and Participant have negotiated the terms and conditions of CCDC's participation in the Project.

CCDC, as set forth in this Agreement, agrees to reimburse Participant for the construction of certain streetscape improvements to the block faces in the public right of way adjacent to the Site and construction of certain other right of way and public and utility service improvements described and depicted on **Exhibit C** (collectively referred to hereafter as the "Public Improvements" as further described below).

AGREEMENTS

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

1. Effective Date. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by Participant and CCDC (last date signed).

2. Recitals, Purpose of This Agreement, and Interest. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them and forming a portion of the consideration for the agreements contained herein. CCDC's commitment herein is designed to comply with CCDC's authority under the Act and the Plan and is intended to constitute an expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

3. Participation Program Rating. CCDC has determined that the Project is a Tier 1 Project, as defined by CCDC's Participation Program. If Participant materially changes the Project contemplated by the application submitted to CCDC by Participant, dated February 2015 (the "Application"), and such changes result in a change to the Project's Scorecard (as defined in the Participation Program and attached as **Exhibit E**), CCDC reserves the right to re-evaluate the Project and determine which tier the Project meets. Depending on the changes made by Participant to the Project (if any), CCDC may find the Project is no longer eligible for assistance under the Participation Program.

4. Cost of Construction. The cost of the Project and the Public Improvements, defined below, shall be borne by Participant, except as otherwise set forth herein.

5. Permits and Approvals. Participant shall, at Participant's own expense, secure any and all permits or approvals which may be required by CCDC, City of Boise ("City"), or any other governmental agency relative to Site construction and operation.

6. Public Improvements. "Public Improvements" shall mean those improvements eligible and agreed to for funding by CCDC including certain streetscape

improvements to the block faces in the public right of way adjacent to the Site and construction of certain other right of way and public and utility service improvements described and depicted on **Exhibit C**. The Public Improvements are directly related to public facilities and are: (a) critical to the redevelopment of the Site; (b) are in the best public interest; (c) provide for enhanced development of the Site; and (d) provide a higher quality of development that should assist CCDC in achieving redevelopment of other properties adjacent to the Site and meeting the objectives of the Plan.

7. Construction of Public Improvements. The Public Improvements shall be constructed in accordance with the overall City infrastructure plans, policies, and design standards. Upon CCDC's request, CCDC shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Public Improvements (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a commercially reasonable manner. Participant shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited competitive bids for the Public Improvements and such work is not performed by an affiliate or subsidiary of Participant.

8. Commencement of the Public Project. Developer shall commence construction of the Public Project on or before December 31, 2016. In the event Developer fails to commence construction of the Public Project on or before December 31, 2016, CCDC may terminate this Agreement. Developer will be deemed to have commenced the construction upon Developer's receipt of a building permit from the City of Boise for the apartment building.

9. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Participant will not discriminate against any employee or applicant for employment because of race, age, color, creed, religion, sex, gender, marital status, ancestry, or national origin.

10. Approvals of Project and Public Improvements. Participant shall be responsible for obtaining necessary approvals for the Project (including the Public Improvements) from the governmental entities and other entities necessary, including to the extent necessary, but not limited to, City, the Ada County Highway District, Idaho Transportation Department, and other governmental entities having approval authority for the Project ("Approving Entities").

Participant shall keep CCDC advised of the approval process of the Approving Entities and advise CCDC immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement.

The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of any of the Approving Entities, as applicable.

11. Warranty on Public Improvements. Participant warrants that the materials and workmanship employed in the construction of the Public Improvements shall be good and sound and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of the Public Improvements by CCDC, provided nothing herein shall limit the time within which CCDC may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement or the Public Improvement Construction Documents. The one-year warranty period does not constitute a limitation period with respect to the enforcement of Participant's other obligations under the Agreement.

12. Maintenance. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Improvements and that no agreement has been reached with CCDC to accept any maintenance obligations for the Public Improvements.

13. Notification of Completion; Inspection. Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC to determine if the Public Improvements meet the requirements of this Agreement. Following the inspection and meeting, provided the Public Improvements meet the requirements of this Agreement, CCDC shall provide Participant with written confirmation that the Public Improvements have been completed in compliance with this Agreement within ten (10) days of the inspection. The confirmation shall also identify any portion of the Public Improvements that need to be completed or corrected and establish a time frame for their completion or correction.

14. Estimated Costs for Public Improvements. Participant has estimated the cost of the Public Improvements to be Three Hundred Sixty Five Thousand Dollars and No Cents (\$365,000.00) (the "Estimated Costs"). Attached hereto as **Exhibit D** is a schedule of Estimated Costs.

15. Determination of CCDC Reimbursement Amount. Upon completion of the construction of the Public Improvements on the Site and City's acceptance of such improvements (if applicable), Participant will dedicate all public infrastructure and utility infrastructure constructed to City.

Upon City's acceptance of the improvements and the dedication of the utility infrastructure improvements and other public improvements to City, Participant, within a reasonable time, shall submit an invoice ("Invoice") to CCDC for the Public Improvements together with an accounting of the actual costs to construct the Public Improvements and evidence of payment of such costs by Participant ("Cost Documentation"). Cost Documentation shall include the following:

- a. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable separate from other line items ("Schedule of Values") and correspond to the Estimated Costs
- b. Invoices from Participant's general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall be specific to Public Improvements and, if necessary, specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the Public Improvements in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the Estimated Cost and the actual costs in the Cost Documentation.

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

Within fifteen (15) days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's determination of the actual costs to construct the Public Improvements, CCDC shall notify Participant of the amount CCDC shall reimburse Participant for the Public Improvements (the "CCDC Reimbursement"). **The CCDC Reimbursement shall be the lesser of the Actual Costs multiplied by .8 or the Estimated Costs multiplied by .8. Participant acknowledges CCDC will not reimburse Participant for an amount greater than the Estimated Costs multiplied by .8, even if the Actual Costs multiplied by .8 are greater than the Estimated Costs multiplied by .8.**

If Participant disagrees with CCDC's calculation of the CCDC Reimbursement, Participant must respond to CCDC in writing within three (3) days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) days with a revised amount for the CCDC Reimbursement which will not be less than the original proposed CCDC Reimbursement or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the CCDC Reimbursement will be final.

CCDC's determination of the CCDC Reimbursement is within its sole discretion.

16. Conditions Precedent to CCDC's Payment Obligation. The following conditions must be met before CCDC has any obligation to reimburse Participant for the Public Improvements:

- a. City issues a Certificate of Occupancy or Temporary Certificate of Occupancy for the Project.
- b. CCDC provides written confirmation to Participant that the Public Improvements have been completed in compliance with this Agreement.

17. Deadline to Complete Project. In order to be eligible for any reimbursement for the Public Improvements under this Agreement, Participant must complete the Project within twenty-four (24) months of the Effective Date. Upon written request, CCDC may grant one extension for a period not to exceed one year. If Participant does not complete the Project within the time period set forth in this Section, CCDC shall have no obligation to reimburse Participant for the costs of the Public Improvements. The Project shall be considered completed for the purposes of this Section upon Participant's meeting the conditions of Section 16.

18. Payment Terms. Upon determining the CCDC Reimbursement, CCDC shall execute the "Confirmation of Final Reimbursement Amount and Payment Schedule".

A copy of the Confirmation of Final Reimbursement Amount and Payment Schedule is attached hereto as **Exhibit F**.

The CCDC Reimbursement shall be reimbursed over a period not to exceed four (4) years.

In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year and assessments on this value will be collected during the following fiscal year for Ada County.¹ For example, a construction project completed in November of 2015 will add value to the property tax rolls for tax year 2016. Taxes for tax year 2016 will then be collected in fiscal year 2017 (October 1, 2016 – September 30, 2017). In general, if a project is not completed with a certificate of occupancy (a partial value but not a full value may be identified) by December 31st of

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

any given year, the new value will not be added to the property tax rolls for following tax year but will instead be deferred another year.

The maximum four-year period of collection years (the “Reimbursement Period”) shall begin on September 1 of the year in which CCDC receives tax increment for the first full tax year *after* the completion of the Project. For example, if the Project is completed in November, the first full tax year will begin the following January. CCDC will receive its first tax increment payment in the January *after* the first full tax year. The first payment shall be made in the first September *following* the first full tax year.

On or before September 30 each year during the Reimbursement Period, CCDC shall pay Participant eighty percent (80%)² of the tax increment generated from the Site as a result of the Project that is actually received by CCDC as of October 1 of that year (the “Annual Payment”). CCDC shall make a total of no more than four (4) Annual Payments. Provided once CCDC has reimbursed Participant for the CCDC Reimbursement Amount, CCDC shall have no further payment obligations.

The formula is illustrated as such:

Subtract the Tax Year 2015 total Assessed Value from the Assessed Value upon completion as determined by the Ada County Tax Assessor. Multiply that by the levy rate and then multiply by the 0.8, which is the factor based on the Project’s scoring in **Exhibit E**. This equals the first annual payment.

For illustration purposes only the Annual Payment Schedule is estimated below. This is an estimate and is in no way guaranteed.

Estimated Payments		
1)	September 15, 2018	\$135,000
2)	September 15, 2019	\$135, 000
3)	September 15, 2020	\$95,000
4)	September 15, 2021	<u>\$0</u>
Total		\$365,000

Participant represents redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Participant during the Reimbursement Period. The current total assessed value of the Site, as determined by the Ada County Assessor’s Office, is \$958,400 for tax year 2015.

² Agency has determined the Project is a Tier 1 Project, as defined in the Participation Program. If Participant modifies the contemplated Project, Agency reserves the right to re-examine the determination. If the Project is determined to be a Tier 2 or Tier 3 Project, the percentage of the tax increment to be paid to Participant may be amended.

For purposes of this Agreement, Participant estimates the total value of the Project upon completion will be at least \$15,000,000 (the "Estimated Value"). **If the CCDC Reimbursement is not fully reimbursed by the four Annual Payments as further limited by the termination date of the Plan, CCDC will not be obligated to make any additional payments.**

Participant acknowledges that the sum of the Annual Payments may be less than the CCDC Reimbursement if eighty percent of the tax increment generated as a result of the Project during the Reimbursement Period is less than the CCDC Reimbursement.

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

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

19. CCDC Reimbursement Assignable. CCDC shall reimburse Participant by paying the CCDC Reimbursement to Participant or to Participant's assignee. Participant shall have the absolute right to assign its right to reimbursement to its lender, its successor, or other entity designated by Participant in writing.

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

21. Indemnification. Participant shall indemnify, defend, and hold CCDC and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Project. Notwithstanding the foregoing, Participant shall have no obligation to indemnify

and hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding.

22. Insurance Requirements. Participant shall, or through its contractor, agents, representatives, employees or subcontractors shall, at its sole cost, obtain and maintain in force for the duration of the construction of the improvements to the Site as part of the Project, insurance of the following types, with limits not less than those set forth below and in a form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees or subcontractors:

a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC and City as additional insureds.

b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Participant hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Project.

e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required

above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in the Agreement.

23. Use of the Site. For so long as 5th & Idaho Investors owns the Site, 5th & Idaho Investors agrees and covenants that the use and development of the Site shall comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed through December 31, 2025.

24. Local, State and Federal Laws. Participant covenants that it will carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

25. Taxes. 5th & Idaho Investors shall pay when due all real estate and personal property taxes and assessments assessed and levied on 5th & Idaho Investors's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon 5th & Idaho Investors's successors. Participant recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Participant also recognizes the ability of CCDC to reimburse Participant for the CCDC Reimbursement is dependent on the ad valorem assessment and collection process. Participant expressly acknowledges and understands that the CCDC Reimbursement is linked to the tax increment revenue actually generated from the Site, and in the event insufficient taxes are received by CCDC for any reason including a reduction of the tax levy rate or assessed values less than assumed by CCDC and Participant or in the event of any tax delinquency or contest of value by any owner of parcels within the Site or by any tenant related to personal property the actual tax increment received by CCDC will be reduced, which in turn will result in lower Annual Payments by CCDC to Participant.

26. Tax Appeals/Exemptions. 5th & Idaho Investors or its successors shall not, without CCDC's written authorization, contest or appeal the assessed value or seek any property tax exemption for any of the parcels within the Site, including but not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and

including property tax year 2025, seeking a lower tax assessment for any of the parcels within the Site. The property tax year runs from January 1st to December 31. Provided, 5th & Idaho Investors may appeal the assessed value or seek any property tax exemption for the Site if the Ada County Assessor determines the value of the Site is greater than the Estimated Value upon receipt of CCDC's written authorization, such authorization shall not to be unreasonably withheld and shall be provided in a timely manner. Any appeal of an assessed value or request for property tax exemption for the Site for an assessment at less than the Estimated Value requires CCDC written authorization, which shall be provided in CCDCs sole discretion.

27. Payment in Lieu of Taxes. If, during any property tax year up to and including property tax year 2025, any portion of the Site not dedicated to City is deemed tax exempt or non-taxable, or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, Participant agrees to pay to CCDC either (1) in-lieu-of taxes reflecting the amount of tax that would have been owed had the Site (or the portion of the Site) been considered taxable property, or (2) the delinquent taxes, whichever is applicable.

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

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

liberally enforced so as to adequately and completely compensate the nondefaulting Party.

- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment may be deemed extinguished by CCDC in its discretion. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

29. Dispute Resolution. In the event that a dispute arises between CCDC and Participant regarding application or interpretation of any provision of this Agreement or a Party's performance of any obligations under this Agreement, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

30. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

33. Assignment. Subject to Participant's right to assign the right to the CCDC Reimbursement under this Agreement, Participant's rights and obligations under this Agreement are not assignable. Provided Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval shall not be unreasonably withheld.

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

If to Participant: INSERT ADDRESS

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83701

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

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

35. Conflicts of Interest. No member, official, or employee of CCDC shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

36. Non-Liability of CCDC Officials and Employees. No member, official, or employee of CCDC shall be personally liable to Participant in the event of any default or breach by CCDC or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

37. Successors and Assigns. This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

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

39. Severability. If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

40. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

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

42. Inspection of Books and Records. CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Public Improvements.

No inspection by CCDC shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Participant.

Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that Participant's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

43. Promotion of Project. Participant agrees CCDC may promote the Public Improvements and CCDC's involvement with the Public Improvements. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Public Improvements which signage shall not interfere with the construction or operation of the Public Improvements or the Site and shall be approved by Participant, in its reasonable discretion.

44. Entire Agreement, Waivers, and Amendments. This Agreement, including Attachments A through F, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and Participant.

Exhibit A – Legal Description
Exhibit B – Project Concept Plan
Exhibit C – Public Improvements Plan
Exhibit D – Public Improvements Cost Estimate
Exhibit E – Participation Program Scorecard
Exhibit F – Confirmation of Reimbursement (Draft)

(Signatures to follow)

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective as indicated above.

(Date) Capital City Development Corporation ("CCDC")

By _____
_____, Executive Director

(Date) Fifth and Idaho Development, LLC ("Developer")

By _____
Its _____

(Date) Fifth & Idaho Investors, LLC

By _____
Its _____

Exhibit A

Legal Description & Depiction



THE LAND GROUP, INC.

April 25, 2016
Project No. 114219

503 & 507 WEST IDAHO STREET
PARCEL A

Being all of lots 10, 11, 12 and the Easterly 27 feet of lot 9 in Block 5 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats, Page 1, Records of Ada County, Idaho,:

The above described parcel of land contains 0.496 acres more or less, subject to all existing easements and rights-of-way of record.

Attached hereto is Map Exhibit "B" and by this reference is made a part hereof.

PREPARED BY:
THE LAND GROUP, INC.
462 E. SHORE DRIVE, SUITE 100
EAGLE, IDAHO 83616
208-939-4041
208-939-4445(fax)

Michael S. Femenia



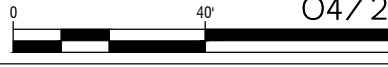
04/25/2016

File Location: 0:\2014\114219\cad\survey\exhibits\114219 consolidation exhibit.dwg
Last Printed By: Mike Lemania
Date Plotted: Monday, April 25 2016 at 09:16 AM

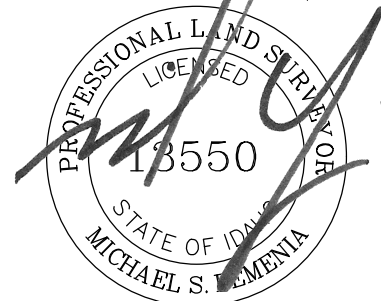


Lot Consolidation

HORIZONTAL SCALE: 1" = 40'



04/25/2016



WEST IDAHO STREET

S54°47'46"E 380.40'

40'

40'

R/W

S54°47'46"E 55.55'

2.00'

N54°47'46"W 177.20'

107.13'

70.07'

Parcel
#R1013000405

PARCEL-B
0.155 ACRES

PARCEL LINE BEING
ADJUSTED

515 W. IDAHO
Five One Five,
LLC

S35°13'16"W 122.00'

S35°13'16"W 122.00'

BLOCK 5

507 W. IDAHO

10

11

PARCEL-A
0.496 ACRES

S35°13'39"W 122.00'

503 W. IDAHO

12

S35°13'56"W 122.00'

16'

S54°47'57"E 42.63'

2.00'

107.12'

ALLEY

S54°47'57"E 177.18'

70.06'

16'

BOISE CITY ORIGINAL TOWNSITE
BOOK 1 PAGE 1

N35°13'56"E 340.00'

NORTH 5TH STREET

Sheet Title:

Boise



THE LAND GROUP
INCORPORATED

462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Ph. 208.939.4041 Fax. 208.939.4445
www.thelandgroupinc.com

Project No.: 114219

Date of Issuance: 04/25/2016

Designed by: MSF

Checked by: MSF

Sheet No.:

1

503 & 507 West Idaho Street Lot Consolidation Exhibit 'B'

Idaho

Exhibit B

Project Concept

RENDERING IMAGE AT IDAHO STREET



Facts & Figures

- Mixed-Use Housing Project @ the NW corner of 5th Street and Idaho Street.
- 5 stories above grade with underground parking
- Gross Building Square Footage = 102,217 sf
- Gross Residential Area = 70,999 sf
- Living Units = 81 units
- Parking Spaces: 71 underground, 11 at grade off the alley. Total on-site Parking stalls = 82

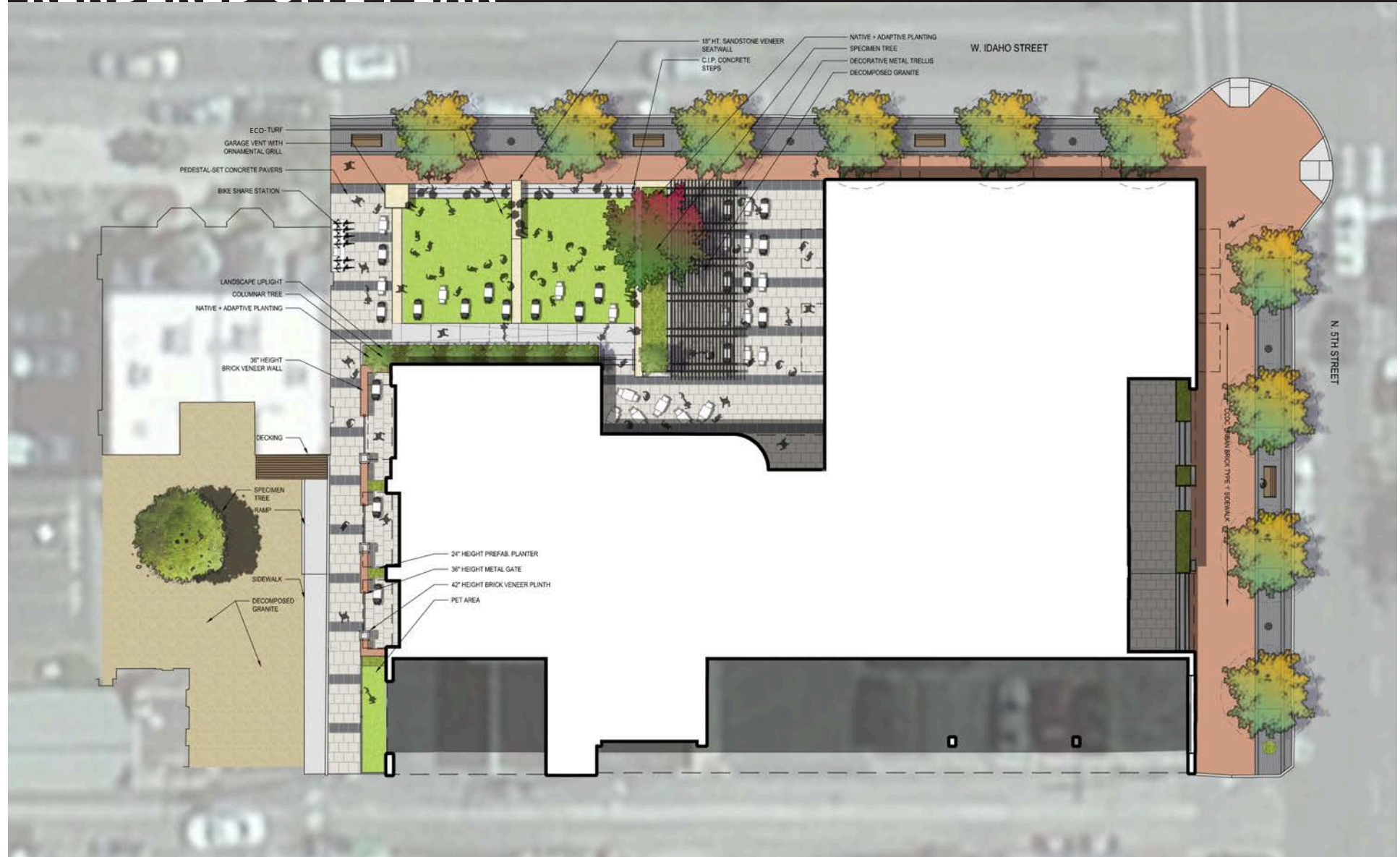
RENDERING IMAGE AT 5TH STREET



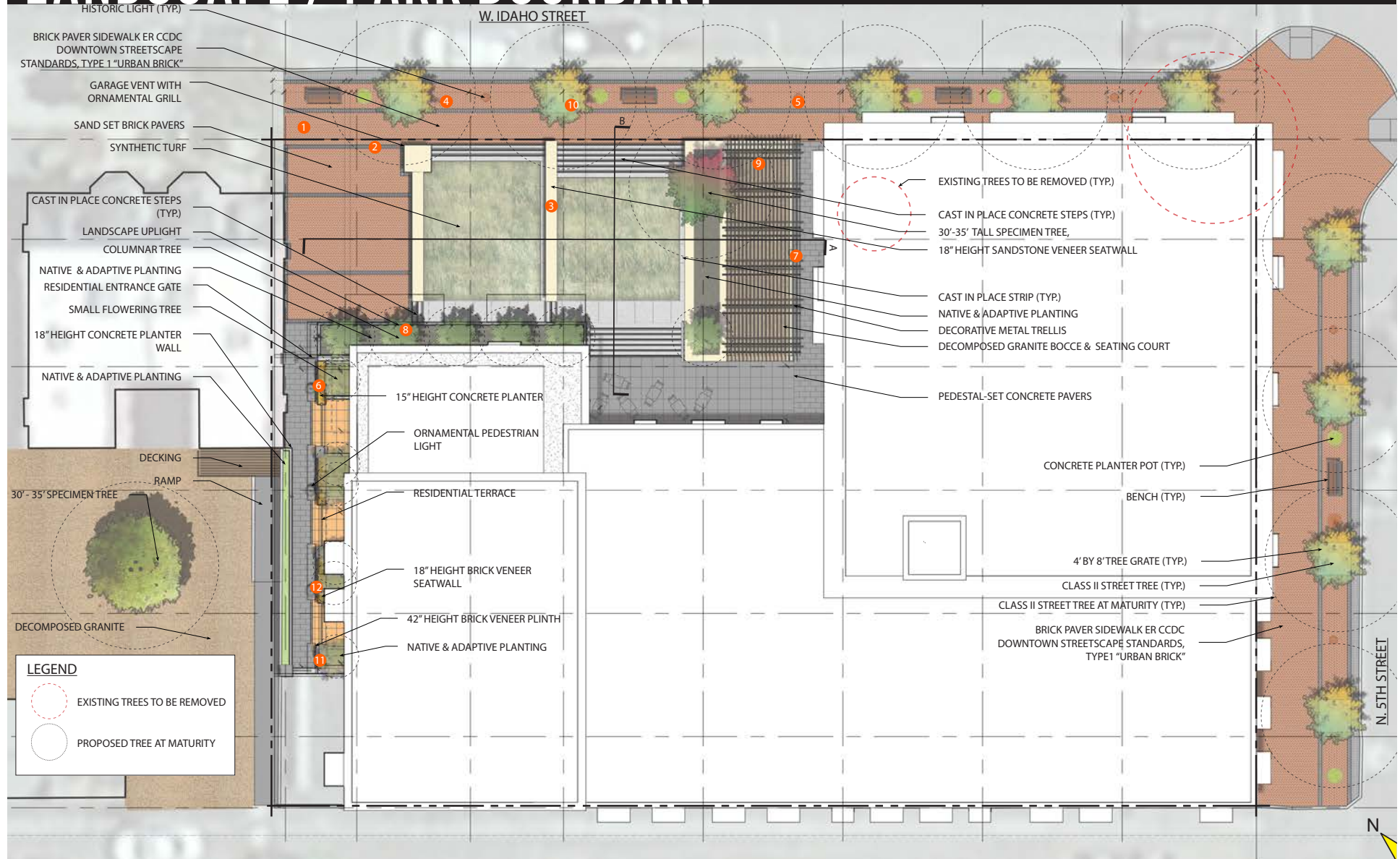
Tentative Dates

- May 16th 2016, Submit for Permit
- Permit Issued: June 16th 2016
- Construction to start Summer of 2016, Completion Summer 2017

RENDERED SITE PLAN



LANDSCAPE / PARK BOUNDARY



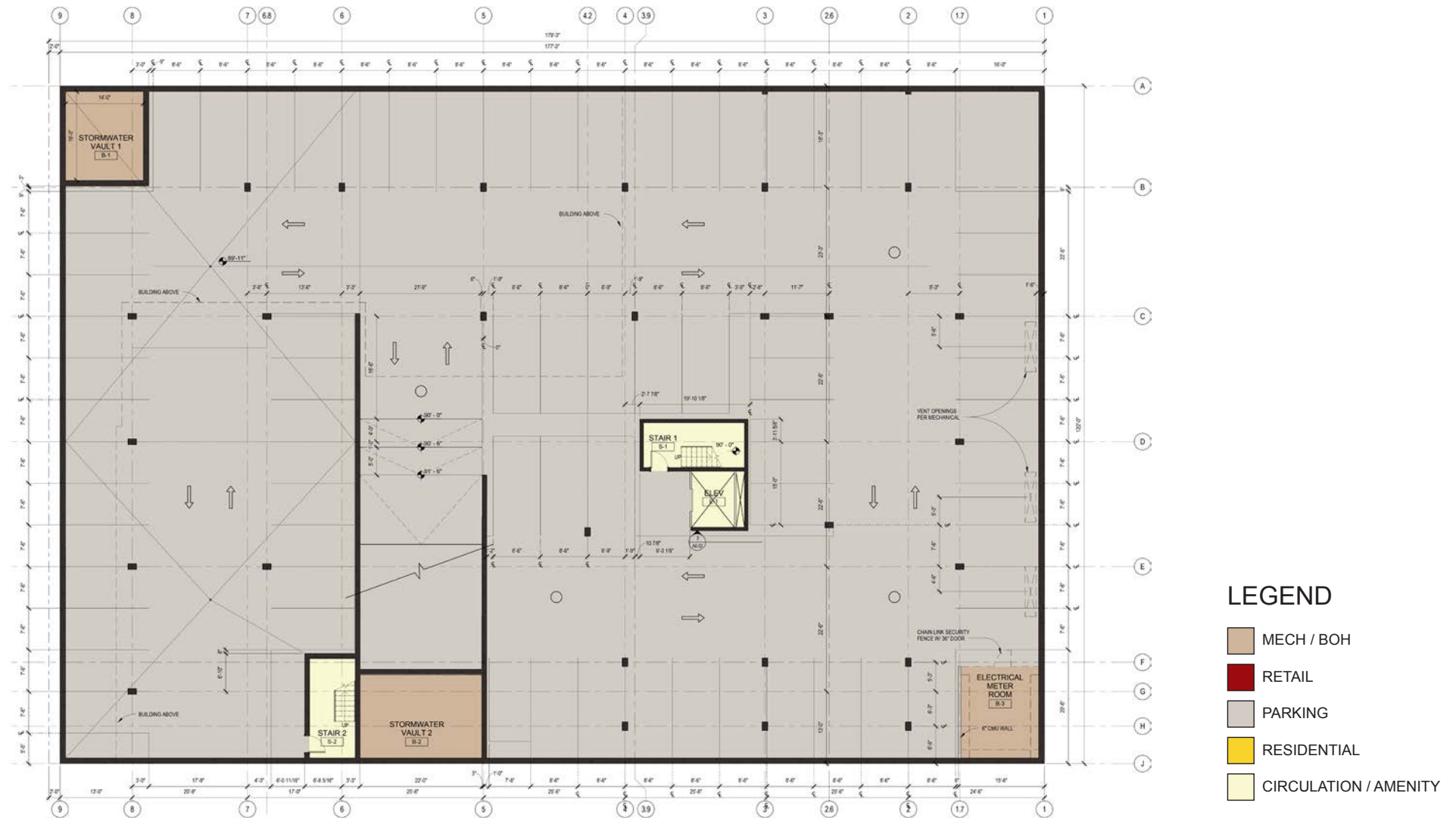
RENDERED LANDSCAPE SECTION



SECTION A - THROUGH LAWN & RETAIL COURT

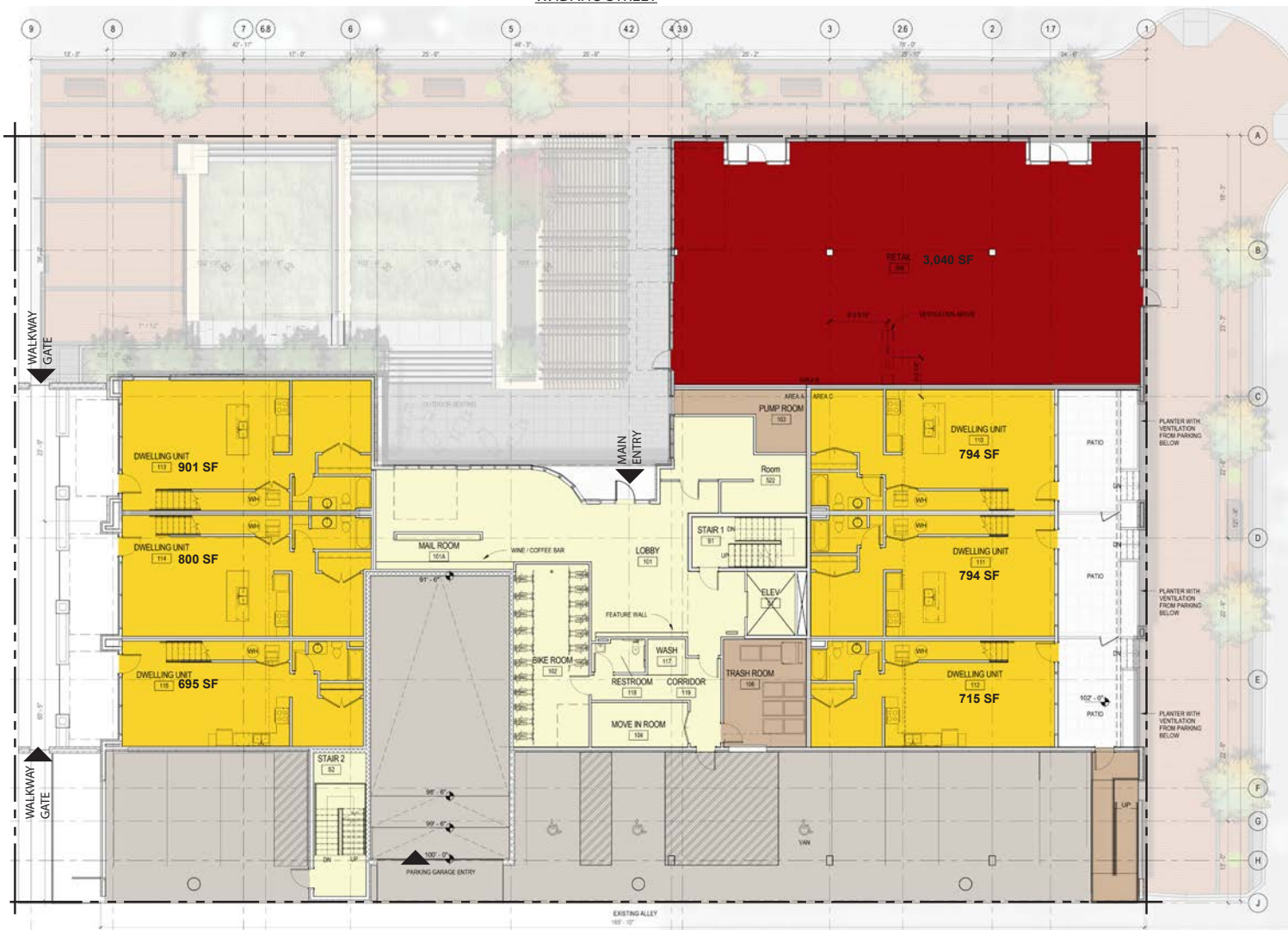


BASEMENT FLOOR PLAN



LEVEL 1 FLOOR PLAN

W. IDAHO STREET

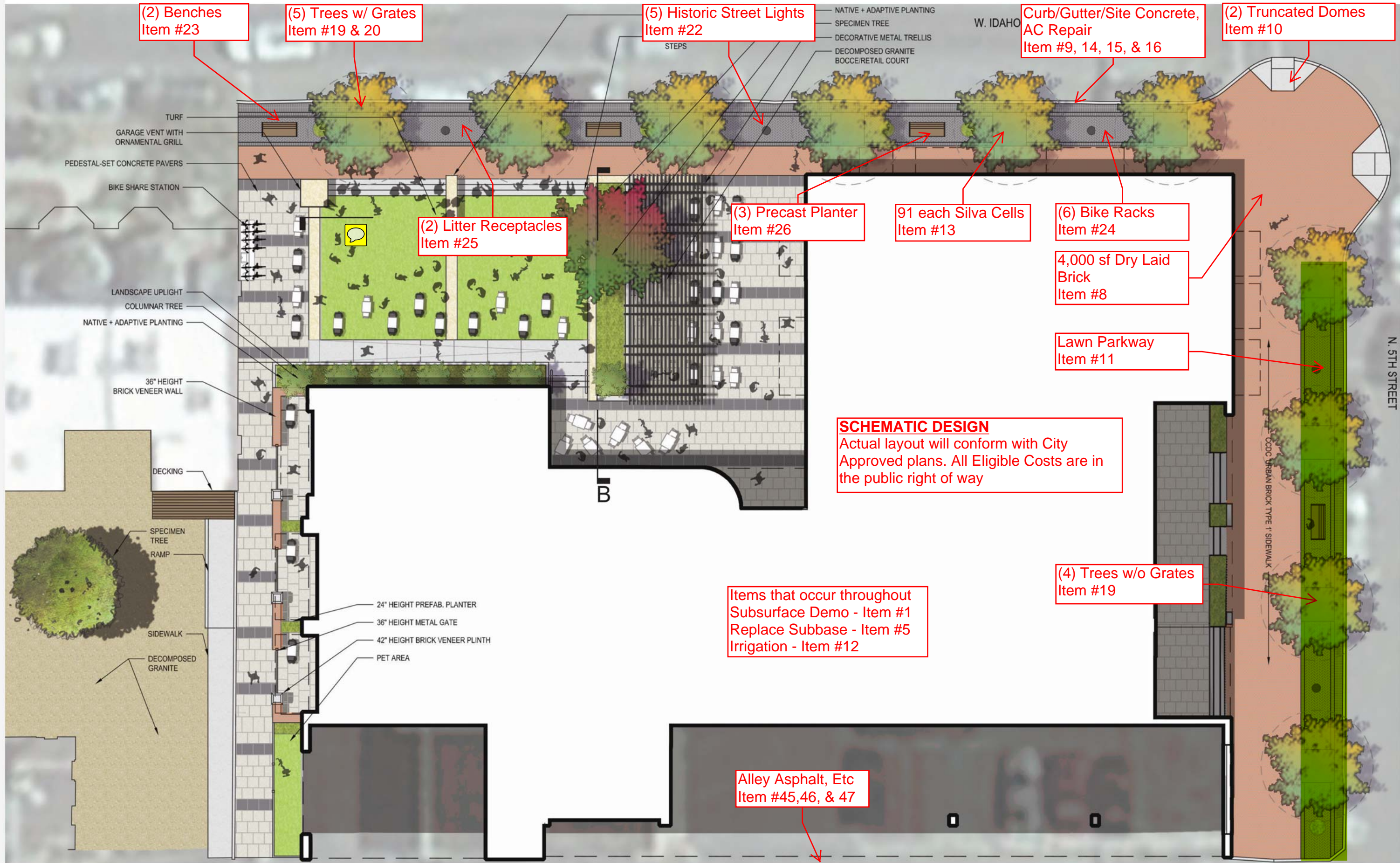


LEVELS 2-4 FLOOR PLANS



Exhibit C

Public Improvements Plan



Utility work to occur along
Alley and 5th Street
Item #31, 36, & 37

5th and Idaho Streetscape

Exhibit D

Public Improvements Cost

CCDC Participation Program
Type 2 Eligible Costs Application Form
 Actual Eligible Costs To Be Determined by CCDC

Project Name:
 5th and Idaho Streetscape & Utilities

Plan Date:

By:
 D Pape

STREETSCAPE: (In right-of-way)

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:					
1	Surface demolition	LS	2,353.28	1	2,353
2	Asphalt demolition	LS	inc	1	-
3	Curb and gutter demolition	LS	inc	1	-
4	Saw cut	LS	inc	1	-
5	Replace subbase	LS	9,542.57	1	9,543
6	Stand alone tree removal	LS	inc	1	-
SIDEWALK WORK:					
7	Scored concrete sidewalk	n/a	-	0	-
8	Dry laid brick	SF	17.75	4,000	70,987
9	Curb, Gutter & Pedestrian ramp	EA	4,723.00	2	9,446
10	Truncated dome	EA	240.68	2	481
11	Lawn parkway	SF	1.44	1,200	1,730
12	Irrigation	LS	10,313.80	1	10,314
13	Sliva Cells	EA	657.63	91	59,844
OTHER:					
14	Asphalt repair	LS	6,873.73	1	6,874
15	Site Concrete	LS	23,531.77	1	23,532
16	Curb and Gutter	Inc	-	1	-
17	Meyers cabinet	n/a	-	0	-
18	Water meter	inc	-	1	-
SITUATIONAL FURNISHINGS:					
19	Street trees	EA	1,010.25	9	9,092
20	Tree grates & frames	EA	2,995.09	5	14,975
21	Trench drain cover		-	0	-
22	Historic street light	EA	5,668.20	5	28,341
23	Bench	EA	1,900.28	2	3,801
24	Bike rack	EA	338.73	6	2,032
25	Litter receptacle	EA	1,406.09	2	2,812
26	Pre-cast planter	EA	832.21	3	2,497
OTHER:					
26	TBD		0	0	
27	TBD		0	0	-
Total Streetscape Costs:					258,654

CCDC Participation Program
Eligible Costs Application Form
 Actual Eligible Costs To Be Determined by CCDC

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

	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
STORM WATER MITIGATION:				
28 Surface demo		0	0	-
29 Surface prep		0	0	-
30 Finish materials (permeable pavers, etc.)		0	0	-
UTILITIES:				
31 Power line (new/relocation/extension)*	LS	173,755	1	23,755.26
*This does not include approximately \$150,000 of costs associated with power line improvements within a portion of the alley behind 515 W. Idaho)				
32 Water line (new/relocation/extension)		0	0	-
33 Sewer line (new/relocation/extension)		0	0	-
34 Geothermal Line (new/relocation/extension)		0	0	-
35 Natural gas line (new/relocation/extension)		0	0	-
36 Phone line (new/relocation/extension)	LS	32,625	1	32,625.07
37 Fiber line (new/relocation/extension)	LS	32,625	1	32,625.07
38 ACHD power box relocation		0	0	-
STREET:				
39 Asphalt demolition		0	0	-
40 Road sub-base and prep		0	0	-
41 Asphalt paving		0	0	-
42-44 left out				
ALLEY:				
45 Asphalt demolition	LS	1,733	1	1,733
46 Alley sub-base and prep	LS	5,883	1	5,883
47 Asphalt paving	LS	6,816	1	6,816
PLAZA:				
48 Surface demolition		0	0	-
49 Surface prep		0	0	-
50 Paving material		0	0	-
OTHER:				
51 TBD		0	0	-
Total Infrastructure & Utilities Costs:				103,437
TOTAL ELIGIBLE COSTS:				362,091

Important Note:

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

Exhibit E

Participation Program Scorecard

CCDC PARTICIPATION PROGRAM SCORECARD

PROJECT NAME: 5th and Idaho Apartments
BASED ON PLANS DATED: 11/24/2016

Improve Conditions - Promote Development - Grow Economy

- 1 Activate Dormant/Disinvested Sites (1 Only)
- 2 Reuse of Targeted Sites (1 Only)
- 3 Environmental Remediation (1 Only)
- 4 Utility Infrastructure
- 5 Connectivity
- 6 Compact Development (1 Only)
- 7 Parking Placement & Design (1 Only)
- 8 Targeted Uses (1 Only)
- 9 Walkability
- 10 Sustainable Building (1 Only)

SCORING

Tier 1:140+ points Tier 2:120-139 points Tier 3:100-119 points

1 Activate Dormant/Disinvested Sites (1 Only)

- a reuse of existing building
- b conversion of surface parking
- c replace dormant building
- d reuse of vacant land

20
18
16
10

18

As per plans

2 Reuse of Targeted Sites (1 Only)

- a reuse of historic register building
- b reuse of automotive site
- c reuse of dry cleaner site

20
15
15

3 Environmental Remediation (1 Only)

- a >\$100,001 costs
- b \$50,001-\$100,000 costs
- c \$10,000-\$50,000 costs

20
16
12

4 Utility Infrastructure (all that apply)

- a replace or expand geothermal
- b stormwater mitigation
- c replace or expand fiber
- d replace or expand power
- e replace or expand sewer
- f replace or expand water

15
15
15
15
15
15

15

As per plans

15

As per plans

5 Connectivity (all that apply)

- a add a street
- b add a ground level plaza
- c add an alley
- d add a pathway
- e add or substantially improve a sidewalk

20
19
17
15
10

19

As per plans

15

As per plans

10

As per plans

CCDC PARTNERSHIP PROGRAM SCORECARD

PROJECT NAME:

BASED ON PLANS DATED:

Improve Conditions - Promote Development - Grow Economy

6 Compact Development (1 Only)

- a 4.0 to 5.0+ FAR
- b 3.0 to 3.9 FAR
- c 2.0 to 2.9 FAR
- d 1.0 to 1.9 FAR
- e 0.5 to 0.9 FAR

10
9
8
7
6

10

as per PDS

7 Parking Placement & Design (1 Only)

- a structured parking below grade
- b structured parking above grade
- c no surface parking
- d parking location is to rear or interior of building
- e parking is screened by wall, fence, sunken

20
18
15
10
8

20

As per plans

8 Targeted Uses (1 Only)

- a workforce housing
- b technology
- c corporate HQ
- d education
- e artisan
- f light manufacturing/assembly

10
10
10
10
10
10

9 Walkability (all that apply)

- a \geq 70% of sidewalk/setback is abutted by ground floor building face
- b \geq 60% ground floor glazing on street frontages (30% res)
- c \geq 12' ground floor height
- d main entry is prominent, ground floor, and faces street/not parking
- e \geq 75% ground floor frontage has functional awnings (30% res)
- f public art element

20
18
15
15
10
5

15

As per plans

15

As per plans

10 Sustainable Building (1 Only)

- a living building cert
- b LEED platinum
- c LEED gold
- d LEED silver
- e connect to/use geothermal system
- f green globes cert
- g energy star cert

10
8
7
6
5
4
4

TOTAL, Tier 1

152

Exhibit F

Confirmation of Reimbursement (Draft)

CONFIRMATION OF AGENCY REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF AGENCY REIMBURSEMENT AND PAYMENT SCHEDULE ("Payment Schedule") is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and _____, an Idaho _____ ("Participant").

WITNESSETH:

1. CCDC Contribution

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

2. Payment Schedule

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

CCDC shall make a total of four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds CCDC receives from the value added to the Site over and above the 2015 tax year assessed value of the Site. The 2015 tax year assessed value of the Site, as determined by the Ada County Assessor is \$958,400.00.

First Annual Payment – Due on or before September 30, ____
CCDC shall pay Participant eighty percent (80%) of the increased tax increment generated from the Project on the Site actually received by CCDC as of September 30 of _____ [insert year]

Second Annual Payment – Due on or before September 30, ____
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax

increment generated from the Project on the Site actually received by CCDC as of September 30 of _____ [insert year]

Third Annual Payment – Due on or before September 30, _____
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Project on the Site actually received by CCDC as of September 30 of _____ [insert year]

Fourth Annual Payment – Due on or before September 30, _____
CCDC shall pay Participant the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Project on the Site actually received by CCDC as of September 30 of _____ [insert year]

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

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

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

3. Limitation on Making Payments

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

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

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

AGENCY:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
_____, Executive Director

Date

ATTEST:

By: _____
_____, Secretary

PARTICIPANT:

By: _____
Its: _____

Date

4837-2480-6704, v. 7

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

5th & Idaho Developers, LLC

5TH AND IDAHO APARTMENT PROJECT

DRAFT

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho ("CCDC"), and 5th & Idaho Developers, LLC, an Idaho limited liability company ("Developer"). CCDC and Developer may be collectively referred to as the "Parties" and individually referred to as a "Party."

[DRAFTING NOTE: NEED TO CONFIRM DEVELOPER ENTITY.]

RECITALS

A. CCDC is an urban renewal agency created by and existing pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Project Act, being Idaho Code, Title 50, Chapter 29, as amended and supplemented (collectively the "Act").

B. Fifth and Idaho Investors, LLC ("5th & Idaho Investors"), owns or controls certain real property, more commonly known as the 5th and Idaho Apartments located at the western corner of 5th Street and Idaho Street, Boise, ID 83702 (the "Project Site" or "Site"), which is more accurately described and depicted on attached **Exhibit A**.

C. 5th & Idaho Investors plans to develop and construct on the Site a mixed use apartment project consisting of approximately 80 studio, one, and two bedroom apartments, 82 underground parking stalls, and 3500 s.f. of retail space (collectively, the "Project").

D. Developer intends to construct certain utility and public improvements, including a 3600 s.f. public park area, in or adjacent to the public right-of-way adjacent to the Project Site (the "Public Project"). The Public Project is more accurately depicted on attached **Exhibit B**.

E. The Project is located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District"), as defined by the First Amended and Restated Urban Renewal Plan River Street/Myrtle Street Urban Renewal Project (the "Plan"). The Project will contribute to enhancing and revitalizing the River Myrtle District and will generate revenue allocation proceeds to CCDC.

F. CCDC has been asked to assist with the Public Project consistent with CCDC's Participation Program (the "Participation Program") adopted by CCDC and as subsequently amended or updated. Under the provisions of the Plan and the Participation Program, CCDC may participate in the funding of certain improvements.

G. CCDC and Developer have negotiated the terms and conditions of CCDC's participation in the Project.

AGREEMENTS

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

1. Effective Date. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by Developer and CCDC (last date signed).

2. Recitals, Purpose of This Agreement, and Interest. The Parties agree that the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them and forming a portion of the consideration for the agreements contained herein. CCDC's commitment herein is designed to comply with CCDC's authority under the Act and the Plan and is intended to constitute an expenditure of CCDC funds for a public purpose and not be deemed a gift or donation of public funds.

3. Construction of the Public Project. The Public Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards. Upon CCDC's request, CCDC shall have the right and the opportunity to review Developer's construction plans, budgets, and bids for the Public Project (collectively the "Public Project Construction Documents"). Developer will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Project is constructed consistent with the Public Project Construction Documents and are undertaken in a commercially reasonable manner. Developer shall be presumed to have utilized commercially reasonable contracting, budgeting, and bidding practices if its general contractor solicits or solicited competitive bids for the Public Project and such work is not performed by an affiliate or subsidiary of Developer.

The Parties agree that the Public Project is depicted on **Exhibit B**, with a schedule of eligible costs described on **Exhibit C** ("Schedule of Eligible Costs"). Any other public improvements that are constructed by Developer as part of the Developer's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 11 of this Agreement.

4. Commencement of the Public Project. Developer shall commence construction of the Public Project on or before December 31, 2016. In the event Developer fails to commence construction of the Public Project on or before December 31, 2016, CCDC may terminate this Agreement. Developer will be deemed to have commenced the construction upon Developer's receipt of a building permit from the City of Boise for the apartment building.

5. Initial Construction Funding. Subject to CCDC's reimbursement obligation, Developer shall pay for all of the costs of construction for the Public Project. The reimbursement payment to Developer by CCDC shall be made pursuant to Sections 12-15. CCDC acknowledges that the Schedule of Eligible Public Costs attached as **Exhibit C** is an estimate by Developer and that actual total costs, as well as each line item of cost, may be more or less than is shown on **Exhibit C**.

6. Antidiscrimination During Construction. Developer, for itself and its successors and assigns, agrees that in the construction of improvements on the Site provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, age, color, creed, religion, sex, gender, marital status, ancestry, or national origin.

7. Approvals of Project and Public Project. Developer shall be responsible for obtaining necessary approvals for construction and operation of the Project (including the Public Project) from the governmental entities and other entities necessary, including to the extent necessary, but not limited to, City, the Ada County Highway District, Idaho Transportation Department, and other governmental entities having approval authority for the Project ("Approving Entities").

Developer shall keep CCDC advised of the approval process of the Approving Entities and advise CCDC immediately if any action of Approving Entities shall affect the scope and purpose of the Agreement.

The Public Project shall be designed, constructed, and installed in compliance with the requirements of any of the Approving Entities, as applicable.

8. Warranty on Public Project. Developer warrants that the materials and workmanship employed in the construction of the Public Project shall be good and sound and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of the Public Project by CCDC, provided nothing herein shall limit the time within which CCDC may bring an action against Developer on account of Developer's failure to otherwise construct such improvements in accordance with this Agreement or the Public Project Construction Documents. The one-year warranty period does not constitute a limitation period with respect to the enforcement of Developer's other obligations under the Agreement.

9. Maintenance. Developer recognizes CCDC has no specific authority to accept maintenance responsibility of the Public Project and that no agreement has been reached with CCDC to accept any maintenance obligations for the Public Project.

10. Notification of Completion; Inspection. Upon completion of construction, Developer shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC to determine if the Public Project meets the

requirements of this Agreement. Following the inspection and meeting, provided the Public Project meets the requirements of this Agreement, CCDC shall provide Developer with written confirmation that the Public Project has been completed in compliance with this Agreement within ten (10) days of the inspection. The written confirmation from CCDC shall also identify any portion of the Public Project that needs to be completed or corrected and establish a time frame for their completion or correction.

11. Estimated Costs for Public Project. Developer has estimated the cost of the Public Project to be Seven Hundred Ninety Thousand Dollars and No Cents (\$790,000.00) (the “Estimated Costs”), as set forth on Exhibit C.

12. Determining Actual Eligible Costs. Developer is responsible for submitting invoices or receipts for work performed as part of the Public Project (the “Cost Documentation”) within thirty (30) days of CCDC’s provision of written confirmation that the Public Project has been completed pursuant to Section 10. Cost Documentation shall include the following:

- a. Schedule of values that includes line items for the Public Project improvements approved by CCDC for reimbursement so they are identifiable separate from other line items (“Schedule of Values”).
- b. Invoices from Developer’s general contractor, subcontractor(s) and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the Public Project in comparison to the amount used for the remainder of Developer’s Project (“Invoices”).
- c. Explanation of any significant deviation between the Schedule of Eligible Costs and the actual costs in the Cost Documentation.

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

Within fifteen (15) days of CCDC’s receipt of the Cost Documentation, CCDC will notify Developer in writing of CCDC’s acceptance or rejection of the Cost Documentation and CCDC’s determination of the “**Actual Eligible Costs**” to be

reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Schedule of Eligible Public and Infrastructure Costs. **In no event will the Actual Eligible Costs exceed the Estimated Costs.**

If Developer disagrees with CCDC's calculation of the Actual Eligible Costs, Developer must respond to CCDC in writing within three (3) days explaining why Developer believes CCDC's calculation was in error and providing any evidence to support any such contentions Developer wants CCDC to consider. CCDC shall respond to Developer within three (3) days with a revised amount for the Actual Eligible Costs or notifying Developer CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final.

CCDC's determination of the Actual Eligible Costs is within its sole discretion.

13. Conditions Precedent to CCDC's Payment Obligation. The following conditions must be met before CCDC has any obligation to reimburse Developer for the Public Project:

- a. City issues a Certificate of Occupancy or Temporary Certificate of Occupancy for the Project.
- b. CCDC provides written confirmation to Developer that the Public Project has been completed in compliance with this Agreement.

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

14. Deadline to Complete Public Project. In order to be eligible for any reimbursement for the Public Project under this Agreement, Developer must complete the Public Project within twenty-four (24) months of the Effective Date. Upon written request, CCDC may grant one extension for a period not to exceed one year. If Developer does not complete the Public Project within the time period set forth in this Section, CCDC shall have no obligation to reimburse Developer for the costs of the Public Project. The Public Project shall be considered completed for the purposes of this Section upon CCDC's provision of written confirmation that the Public Project has been completed pursuant to Section 10.

15. Payment Terms. Provided Developer has complied with the terms of this Agreement, within thirty (30) days of CCDC's determination of the Actual Eligible Costs, CCDC shall reimburse Developer for the amount of the Actual Eligible Costs (the "CCDC Reimbursement").

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

17. CCDC Reimbursement Assignable. CCDC shall reimburse Developer by paying the CCDC Reimbursement to Developer or to Developer's assignee. Developer shall have the absolute right to assign its right to reimbursement to its lender, its successor, or other entity designated by Developer in writing.

18. Indemnification. Developer shall indemnify, defend, and hold CCDC and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Public Project. Notwithstanding the foregoing, Developer shall have no obligation to indemnify and hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such claim, Developer, upon written notice from CCDC shall, at Developer's expense, resist or defend such action or proceeding.

19. Insurance Requirements. Developer shall, or through its contractor, agents, representatives, employees or subcontractors shall, at its sole cost, obtain and maintain in force for the duration of the construction of the improvements to the Site as part of the Project, insurance of the following types, with limits not less than those set forth below and in a form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Developer, its agents, representatives, employees or subcontractors:

a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC and City as additional insureds.

b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

d. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Developer hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Developer's insurance or other insured claims arising out of Developer's performance under this Agreement or construction of the Project.

e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

20. Use of the Site. For so long as Developer owns the Site, Developer agrees and covenants that the use and development of the Site shall comply with all other provisions and conditions of the Plan for the period of time the Plan is in force and effect, which for purposes of this Agreement is deemed through December 31, 2025.

21. Local, State and Federal Laws. Developer covenants that it carried out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

22. Estimated Value of Completed Project. For purposes of this Agreement, Developer estimates the total value of the Project upon completion will be at least \$15,000,000 (the "Estimated Value").

23. Taxes. 5th & Idaho Investors shall pay when due all real estate and personal property taxes and assessments assessed and levied on 5th & Idaho Investors's ownership interest of the Site. This provision or covenant shall run with the land and be binding upon 5th & Idaho Investors's successors.

Tax Appeals/ Exemptions. 5th & Idaho Investors or its successors shall not, without CCDC's written authorization, contest or appeal the assessed value or seek any property tax exemption for any of the parcels within the Site, including but not limited to an exemption or reduction under Idaho Code § 63-602NN or Idaho Code Section 63-606A, for property taxes assessed for any property tax year up to and including property tax year 2025, seeking a lower tax assessment for any of the parcels within the Site. The property tax year runs from January 1st to December 31. Provided, 5th & Idaho Investors may appeal the assessed value or seek any property tax exemption for the Site if the Ada County Assessor determines the value of the Site is greater than the Estimated Value upon receipt of CCDC's written authorization, such authorization shall not to be unreasonably withheld and shall be provided in a timely manner. Any appeal of an assessed value or request for property tax exemption for the Site for an assessment at less than the Estimated Value requires CCDC written authorization, which shall be provided in CCDCs sole discretion.

24. Payments in Lieu of Taxes. If, during any property tax year up to and including property tax year 2025, any portion of the Site not dedicated to City is deemed tax exempt or non-taxable, or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, 5th & Idaho Investors agrees to pay to CCDC either (1) in-lieu-of taxes reflecting the amount of tax that would have been owed had the Site (or the portion of the Site) been considered taxable property, or (2) the delinquent taxes, whichever is applicable.

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

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.

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

26. Dispute Resolution. In the event that a dispute arises between CCDC and Developer regarding application or interpretation of any provision of this Agreement or a Party's performance of any obligations under this Agreement, including but not limited to the determination of the Actual Eligible Costs, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho, unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within forty-five (45) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

27. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

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

30. Assignment. Subject to Developer's right to assign the right to the CCDC Reimbursement under this Agreement, Developer's rights and obligations under this Agreement are not assignable. Provided Developer may assign Developer's rights or obligations under this Agreement to a third party with the written approval of CCDC, which approval shall not be unreasonably withheld.

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

If to Developer: INSERT ADDRESS

If to CCDC: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83701

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

- (i) date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (a) date of the attempted delivery or refusal to accept delivery,

- (b) date of the postmark on the return receipt, or
- (c) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

32. Conflicts of Interest. No member, official, or employee of CCDC shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

33. Non-Liability of CCDC Officials and Employees. No member, official, or employee of CCDC shall be personally liable to Developer in the event of any default or breach by CCDC or for any amount which may become due to Developer or on any obligations under the terms of this Agreement.

34. Successors and Assigns. This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

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

36. Severability. If any provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

37. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

38. Forced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; lack of materials or labor at commercially reasonable prices or in commercially reasonable quantities; governmental restrictions or priority; litigation; unusually severe

weather; acts of another party; environmental analysis, or removal of hazardous or toxic substances; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of CCDC shall not excuse performance by CCDC); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause, if notice is delivered by the Party claiming such extension no later than forty-five (45) days after the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than forty-five (45) days after the commencement of the cause, the period shall commence to run only forty-five (45) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by CCDC and Developer.

39. Inspection of Books and Records. CCDC has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Public Project.

No inspection by CCDC shall, however, cause any document, information, or record of Developer to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to CCDC by Developer.

Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of CCDC, the Parties acknowledge that Developer's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to CCDC, and then CCDC shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided by Developer that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

40. Promotion of Project. Developer agrees CCDC may promote the Project and CCDC's involvement with the Public Project. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Public Project which signage shall not interfere with the construction or operation of the Public Project or the Site, which shall be approved by Developer, in its reasonable discretion.

41. Entire Agreement, Waivers, and Amendments. This Agreement, including Exhibits A through C, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Developer, and all

amendments hereto must be in writing and signed by the appropriate authorities of CCDC and Developer.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

(Date) Capital City Development Corporation ("CCDC")

By _____
_____, Executive Director

(Date) Fifth and Idaho Development, LLC ("Developer")

By _____
Its _____

(Date) Fifth & Idaho Investors, LLC

By _____
Its _____

Exhibit A

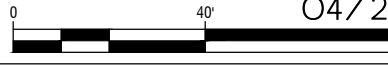
Project Site – Map & Legal Description

File Location: 0:\2014\114219\cad\survey\exhibits\114219 consolidation exhibit.dwg
Last Printed By: Mike Lemania
Date Plotted: Monday, April 25 2016 at 09:16 AM

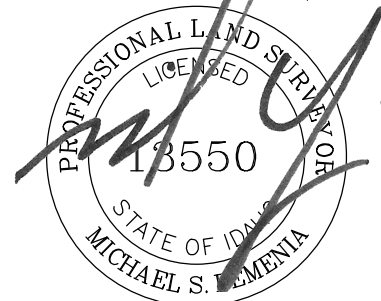


Lot Consolidation

HORIZONTAL SCALE: 1" = 40'



04/25/2016



WEST IDAHO STREET

S54°47'46"E 380.40'

40'

40'

R/W

S54°47'46"E 55.55'

2.00'

N54°47'46"W 177.20'

107.13'

70.07'

Parcel
#R1013000405

PARCEL-B
0.155 ACRES

PARCEL LINE BEING
ADJUSTED

515 W. IDAHO
Five One Five,
LLC

S35°13'16"W 122.00'

S35°13'16"W 122.00'

NEW PARCEL LINE

507 W. IDAHO

PARCEL LINE BEING
REMOVED

PARCEL-A
0.496 ACRES

S35°13'39"W 122.00'

503 W. IDAHO

S35°13'56"W 122.00'

7

8

9

10

11

12

16'

S54°47'57"E 42.63'

2.00'

107.12'

ALLEY

S54°47'57"E 177.18'

16'

BOISE CITY ORIGINAL TOWNSITE
BOOK 1 PAGE 1

N35°13'56"E 340.00'

NORTH 5TH STREET

Sheet Title:

Boise



THE LAND GROUP
INCORPORATED

462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Ph. 208.939.4041 Fax. 208.939.4445
www.thelandgroupinc.com

Project No.: 114219

Date of Issuance: 04/25/2016

Designed by: MSF

Checked by: MSF

Sheet No.:

1

503 & 507 West Idaho Street Lot Consolidation Exhibit 'B'

Idaho



THE LAND GROUP, INC.

April 25, 2016
Project No. 114219

503 & 507 WEST IDAHO STREET

PARCEL A

Being all of lots 10, 11, 12 and the Easterly 27 feet of lot 9 in Block 5 of Boise City Original Townsite, according to the official plat thereof, filed in Book 1 of Plats, Page 1, Records of Ada County, Idaho,:

The above described parcel of land contains 0.496 acres more or less, subject to all existing easements and rights-of-way of record.

Attached hereto is Map Exhibit "B" and by this reference is made a part hereof.

PREPARED BY:
THE LAND GROUP, INC.
462 E. SHORE DRIVE, SUITE 100
EAGLE, IDAHO 83616
208-939-4041
208-939-4445(fax)

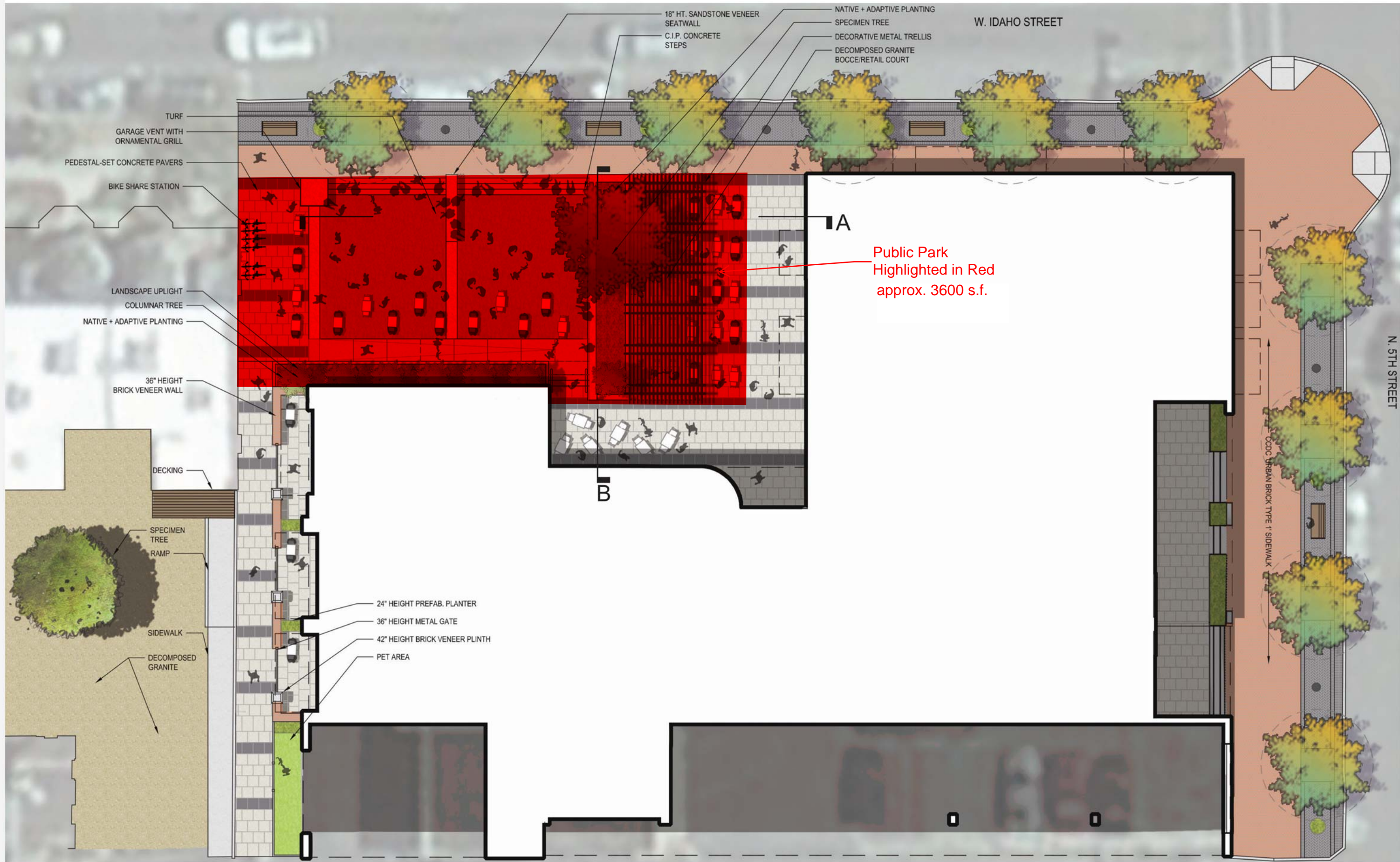
Michael S. Femenia



04/25/2016

Exhibit B

Public Project



LANDSCAPE SITE PLAN - LEVEL 1 0 4 12 24



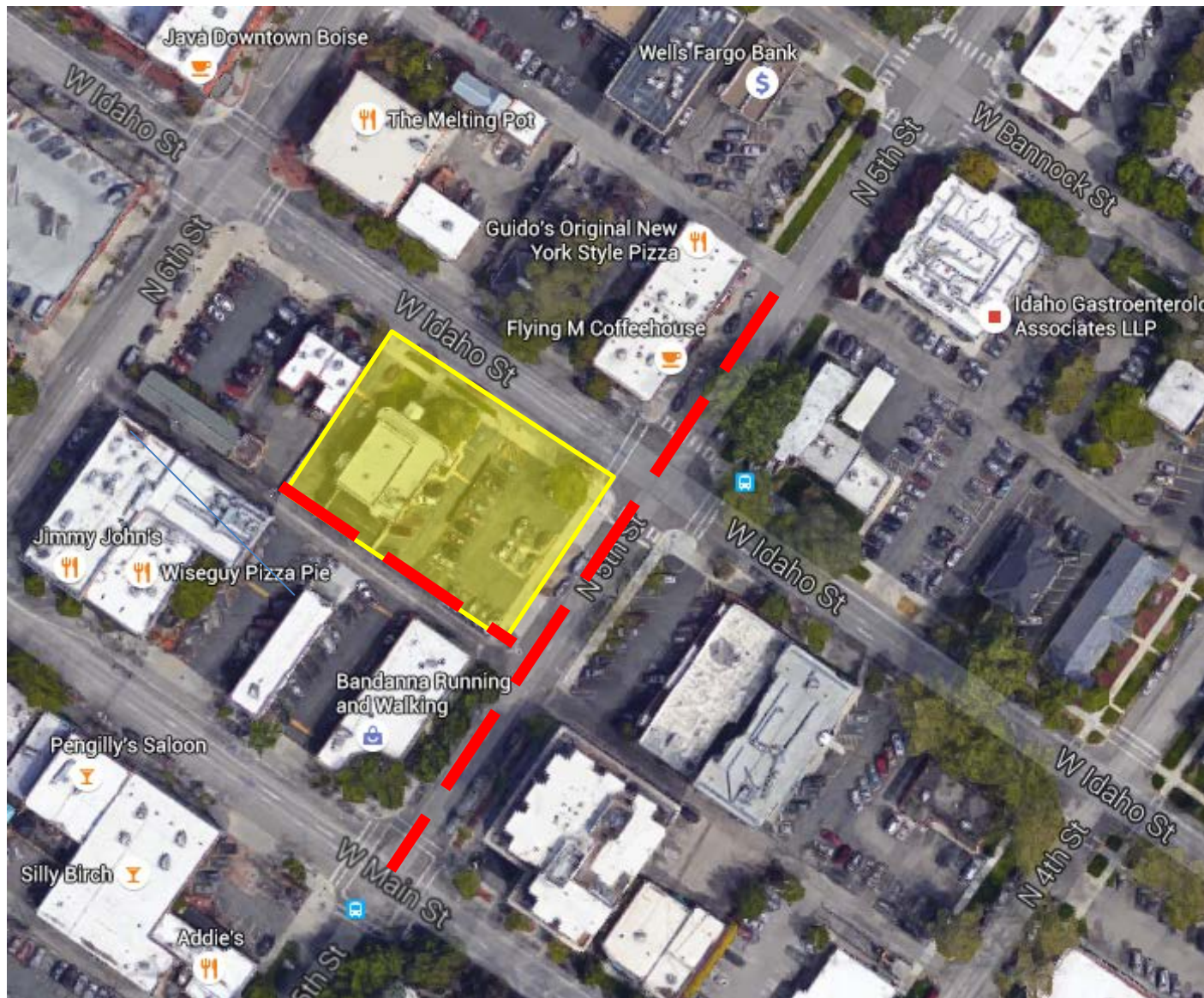
RENDERED PERSPECTIVE LOOKING SOUTH



SECTION A THROUGH TURF, BOCCIE COURT, AND PLAZA



SECTION B THROUGH STAIR, TURF, AND RIGHT OF WAY



Public Utility Improvements

Key:

 = Project Site



  = Existing powerlines that will be undergrounded as part of this project

Exhibit C

Schedule of Eligible Costs

CCDC Participation Program

Type 4 Eligible Costs

Project Name:
5TH AND IDAHO - PLAZA

Plan Date:
n/a

By:
D Pape

PARK IMPROVEMENT

#	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
LAND					
	Land Value	SF	42.00	3400	142,800
					-
SITE PREPARATION:					
					-
1	Surface demolition	LS	2,451.00	1	2,451
2	Surface Prep	LS	inc	1	-
3	Curb and gutter demolition	LS	inc	1	-
4	Saw cut	LS	inc	1	-
5	Replace subbase	LS	-	1	-
6	Stand alone tree removal	LS	inc	1	-
					-
PLAZA WORK:					
					-
7	Civil and Structural	LS	105,732.00	1	105,732
8	Waterproofing	LS	15,000.00	1	15,000
9	Hardscape	LS	217,132.00	1	217,132
10	SoftScape	LS	33,635.00	1	33,635
11	Irrigation	LS	10,491.00	1	10,491
12	Misc Metals	LS	54,500.00	1	54,500
13	Mechanical, Electrical, Plumbing	LS	39,875.00	1	39,875
					-
OTHER:					
					-
14	Asphalt repair		-	0	-
15	Site Concrete		-	0	-
16	Curb and Gutter		-	0	-
17	Meyers cabinet		-	0	-
18	Water meter		-	0	-
					-
SITUATIONAL FURNISHINGS:					
					-
19	Street trees		-	0	-
20	Tree grates & frames		-	0	-
21	Trench drain cover			0	-
22	Historic street light		-	0	-
23	Bench		-	0	-
24	Bike rack		-	0	-
25	Litter receptacle		-	0	-
26	Pre-cast planter		-	0	-
					-
OTHER					
	Power line undergrounding on 5th Street (Bannock to				-
26	Main)	LS	167,700	1	167,700
27	TBD		0	0	-
					-

TOTAL ELIGIBLE COSTS: 789,316

Important Note:

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



AGENDA BILL

Agenda Subject: Resolution No. 1412 Approval of a Type 3 Transformative Assistance Participation Agreement for reimbursement of ROW improvements for JR Simplot Company Offices and JUMP!		Date: May 9, 2016
Staff Contact: Matt Edmond	Attachments: 1) Resolution No. 1412 2) Type 3 Transformative Assistance Agreement	
Action Requested: Adopt Resolution No. 1412 approving and authorizing the execution of the Type 3 Transformative Assistance Participation Agreement.		

Background:

JR Simplot Company Offices and JUMP are currently under construction on Parcel C, immediately west of BoDo between Front, Myrtle, 9th and 11th streets in the River Myrtle – Old Boise Urban Renewal District. The project site consists of the OSL Depot Condominiums plat on the block formerly referred to as Parcel C, and the project consists principally of the new JR Simplot Company Offices on the north side of the block, the JUMP (short for Jack's Urban Meeting Place) on the south side of the block, and the extension of the Pioneer Pathway midblock between these two structures.

CCDC staff requested the designation of this project for Type 3 assistance, and the Board approved the Type 3 designation at the September 14, 2015 board meeting.

The Developer is requesting an amount not to exceed a total combined amount of \$875,000 for approved and actual costs to improve the streetscapes in the public right-of-way along its frontage on 11th and Front streets—still under construction—and on 9th, Myrtle, and Borah streets, as well as a pedestrian signal across 9th Street near Broad Street, which are substantially complete.

Fiscal Notes:

The request is for total assistance estimated not to exceed \$875,000 and based on the actual costs for streetscape improvements in the public right-of-way along its frontage, as well as a pedestrian signal across 9th Street. All reimbursable improvements will be in the public right-of-way or an adjacent public easement. The request meets the requirements set forth in the Type 3 Participation Policy.

The agreement proposes to reimburse the developer from a portion of the increment generated by the project after project completion. In this case, the project is scheduled for completion in mid-2016, its full value will be reflected in the 2017 tax year assessment; and CCDC will reimburse beginning in fiscal 2018. Based on the estimated taxable value of the project and the amount of reimbursement requested, staff anticipates that reimbursement will most likely be completed within one year.

Staff Recommendation:

Staff recommends the Board approve and authorize staff to execute the Type 3 Transformative Assistance Participation Agreement for the JR Simplot Company Offices and JUMP project.

Suggested Motion:

I move to adopt Resolution No. 1412 authorizing the execution of the Type 3 Transformative Assistance Participation Agreement for the JR Simplot Company Offices and JUMP project.

RESOLUTION NO. 1412

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND JRS PROPERTIES III, L.P., FOR RIGHT-OF-WAY PUBLIC IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE JR SIMPLOT COMPANY OFFICES AND JACK'S URBAN MEETING PLACE (JUMP) PROJECT; AUTHORIZING THE CHAIRMAN, VICE-CHAIRMAN, OR EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Boise, 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, JRS Properties III, L.P. ("JRS") owns or controls certain real property located in the River Myrtle-Old Boise Urban Renewal District ("River Myrtle District") that it is developing with its company headquarters and the JUMP project (the "Project"); and

WHEREAS, the Agency has in place a Participation Program which includes the Type 3 – Transformative Assistance Program under which the Agency provides assistance towards larger transformative public or private projects; and

WHEREAS, the Project fits within the definition of a Type 3 Project, as defined in the Agency's Participation Program; and

WHEREAS, the Agency has determined that it is in the public interest to enter into a Type 3 Transformative Assistance Participation Agreement ("Agreement") with JRS whereby JRS will construct the Project and the Agency will reimburse JRS for constructing specified right-of-way public improvements as specified in the Agreement; and

WHEREAS, the Agency and JRS have negotiated the terms of the Agreement which sets a maximum reimbursement amount of \$875,000.00, attached hereto as ATTACHMENT A, and incorporated herein as if set forth in full; and

WHEREAS, the Agency deems it appropriate to approve the Agreement; and

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Chairman, Vice-Chairman, or Executive Director to execute the Agreement.

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

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

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

Section 3: That the Chairman, Vice-Chairman, or Executive Director of the Agency are hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the May 9, 2016, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 9, 2016. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on May 9, 2016.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
John Hale, Chairman

ATTEST:

BY: _____
Secretary

TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT

BY AND BETWEEN

CAPITAL CITY DEVELOPMENT CORPORATION

AND

JRS PROPERTIES III, L.P.

JUMP Building/ JR Simplot Company Offices

**TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT
BY AND BETWEEN
CAPITAL CITY DEVELOPMENT CORPORATION
AND
JRS PROPERTIES III, L.P.**

THIS TYPE 3 TRANSFORMATIVE ASSISTANCE PARTICIPATION AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho (“CCDC”), and **JRS PROPERTIES III, L.P.**, an Idaho limited partnership (“Developer”). CCDC and Developer may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. Developer owns or controls certain real property commonly known as the OSL Depot Condominiums (the “Project Site”) which is legally described on attached Exhibit A.

B. The Project Site is located within the River Myrtle-Old Boise urban renewal district, as defined by the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (the “Plan”).

C. Developer, or an affiliate of Developer, is developing a mixed-use project with multiple buildings and facilities to be known as “Jack’s Urban Meeting Place” ” and the JR Simplot Company Offices on the Project Site (the “Developer’s Project”).

D. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Boise Streetscape Standards – 2007 (“Streetscape Standards”) and the Downtown Boise Elements of Continuity – 2007 (“Furnishings Standards”) to govern how sidewalk improvements are designed and installed in the Central, River Myrtle-Old Boise, and Westside Downtown urban renewal districts. The Streetscape Standards allow for variations due to local conditions when applying streetscape standards and for custom designs on designated special streets and to some extent on parkways. The Furnishing Standards allow for alternates to products listed with approval by CCDC. The Streetscape Standards and the Furnishing Standards may be subsequently amended by the CCDC Board of Commissioners and the Boise City Council.

E. CCDC deems it appropriate to reimburse Developer for certain eligible project elements constituting the Streetscape Improvements as detailed in this Agreement to maximize the public benefits inherent in the construction of the Developer’s Project, achieve the objectives set forth in the Plan, and accomplish certain economic development goals in accordance with CCDC’s Participation Program.

AGREEMENTS

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

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by Developer and CCDC (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) thirty (30) months from the Effective Date, whichever comes first. Upon written request CCDC may grant one extension for a period not to exceed one year.

2. **Construction of the Streetscape Improvements.** Developer agrees to construct the Streetscape Improvements consistent with the following:

a. The Streetscape Improvements shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards. The Streetscape Standards and Furnishing Standards have been adopted as part of the Plan; or as subsequently amended by the CCDC Board of Commissioners and the Boise City Council.

b. Developer shall schedule final construction inspection and meeting with CCDC to ensure that the Streetscape Improvements are performed consistent with this Agreement.

The Parties agree that the Streetscape Improvements are depicted on Exhibit B, with cost details described on Exhibit C. Any other improvements that are constructed by Developer as part of the Developer's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation for the Streetscape Improvements is limited to the amount set forth in Section 3 of this Agreement.

3. **Total Grant Amount.** CCDC agrees to reimburse Developer up to **Eight Hundred Seventy-Five Thousand and no/100 Dollars (\$875,000.00)** for cost of the Streetscape Improvements.

4. **Review of Construction Plans.** Upon CCDC's request, CCDC shall have the right and the opportunity to review Developer's construction plans, budgets, and bids for the Streetscape Improvements Costs (collectively the "Streetscape Improvements Construction Documents"). Developer will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Streetscape Improvements are constructed consistent with the Streetscape Improvements Construction Documents and are undertaken in a reasonable manner. For purposes of this Section, Developer shall be presumed to have utilized commercially reasonable contracting, budgeting and bidding practices if Developer or Developer's general contractor solicits or solicited competitive bids for the CCDC funded

Streetscape Improvements and such work is not performed by an affiliate or subsidiary of Developer.

5. Notification of Completion; Inspection. Upon completion of construction, Developer shall notify CCDC in writing and request a final construction inspection and a meeting with CCDC to determine if the Streetscape Improvements meet the requirements of this Agreement. CCDC shall provide Developer with written confirmation that the Streetscape Improvements have been completed in compliance with this Agreement.

6. Reimbursement. Developer shall initially pay for all of the costs of construction for the Streetscape Improvements. The reimbursement payment to Developer by CCDC shall be made pursuant to this Section 6. CCDC acknowledges that the Schedule of Eligible Streetscape Improvements Costs attached as Exhibit C is an estimate by Owner's general contractor and that actual total costs, as well as each line item of cost, may be more or less than is shown on Exhibit C. The process for reimbursement shall be as set forth as follows:

a. By approval of this Agreement by CCDC's Board of Commissioners, CCDC has authorized reimbursement for the Streetscape Improvements as set forth in this Section 6 and subject to Section 3 and the other provisions of this Agreement; provided, however, that such payment shall be subject to approval by CCDC's Executive Director of the specific requisitions or invoices submitted by Developer, as further set forth below.

(i) Upon completion of the construction of the Streetscape Improvements on the Project Site, Developer shall submit an invoice ("Invoice") to CCDC for the Streetscape Improvements together with an accounting of the costs associated with the Streetscape Improvements and evidence of payment of such costs by Developer ("Certification of Costs"). CCDC shall have forty-five (45) days to review the Invoice and confirm Developer's performance of its obligations under this Agreement. During this 45-day period, CCDC shall review the Certification of Costs in order to: (1) verify the costs were incurred in constructing the Streetscape Improvements; (2) verify the costs incurred are commercially reasonable; and (3) verify Developer has paid all contractors and material suppliers that constructed or provided materials for the Streetscape Improvements.

Following CCDC's verification of the Invoice, CCDC shall notify Developer of the amount determined to be the "CCDC Reimbursement", such amount being the amount set forth in the Invoice that CCDC verifies as eligible for reimbursement, such amount not to exceed the total grant amount set forth in Section 3.

If CCDC disputes any portion of the Invoice, CCDC shall reimburse Developer for the undisputed amount in the manner set forth below, and the Parties shall amicably and in good faith work together to resolve any dispute over

the Invoice.

(ii) Upon CCDC's verification of the Invoice, CCDC shall execute the "Confirmation of Final Reimbursement Amount and Payment Schedule" for the amount determined to be the CCDC Reimbursement.

(iii) A copy of the Confirmation of Final Reimbursement Amount and Payment Schedule is attached hereto as Exhibit D.

(iv) The CCDC Reimbursement shall be reimbursed over a period of four (4) years.

(v) In general, though exceptions exist for periodic adjustments to the property tax rolls, the value of construction activity occurring during a given calendar year that is completed by December 31 of that year will be added to the property tax rolls as of January 1 of the subsequent year and assessments on this value will be collected during the following fiscal year for Ada County. For example, a construction project completed in November of 2016 will add value to the property tax rolls for tax year 2017. Taxes for tax year 2017 will then be collected in fiscal year 2018 (October 1, 2017 – September 30, 2018). In general, if a project is not completed with a certificate of occupancy (a partial value but not a full value may be identified) by December 31 of any given year the new value will not be added to the property tax rolls for following tax year, but will instead be deferred another year.

(vi) The four-year period of collection years (the "Reimbursement Period") shall begin on October 1 of the year in which CCDC receives tax increment for the first full tax year *after* the completion of the Developer's Project. For example, if the Developer's Project is completed in November, the first full tax year will begin the following January. CCDC will receive its first tax increment payment in the January *after* the first full tax year. The first payment shall be made in the first September *following* the first full tax year.

(vii) By further example, if the Developer's Project is completed in November 2016, the first full tax year will be January 2017 – December 2017. CCDC will receive half of its first tax increment from the first full tax year in January 2018 with the second half paid in August of 2018. The Reimbursement Period would commence on October 1, 2018, and continue through September 30, 2021.

(viii) On or before September 30 each year during the Reimbursement Period, CCDC shall pay Developer eighty percent (80%) of the tax increment generated from the Project Site as a result of the Developer's Project that is actually received by CCDC as of September 30 of that year (the "Annual Payment"). CCDC shall make a total of four (4) Annual Payments. Provided once CCDC has reimbursed Developer for the CCDC Reimbursement Amount, CCDC shall have no further payment obligations.

b Developer represents redevelopment of the Site shall result in sufficient increases to its assessed value to allow CCDC to reimburse Developer during the Reimbursement Period. If the CCDC Reimbursement is not fully reimbursed by the four Annual Payments as further limited by the Termination Date of the Plan, CCDC will not be obligated to make any additional payments.

c Developer acknowledges and accepts the risk that the sum of the Annual Payments may be less than the CCDC Reimbursement if eighty percent of the tax increment generated as a result of the Project during the Reimbursement Period is less than the CCDC Reimbursement.

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

e Developer recognizes CCDC has no authority or involvement in the assessment, tax, or collection process for ad valorem taxes, including real property and personal property taxes. Developer also recognizes the ability of CCDC to reimburse Developer for the Developer Advance is dependent on the ad valorem assessment and collection process. Therefore, in the event insufficient taxes are received by CCDC because of reduction of the tax levy rate or assessed values less than assumed by CCDC and Developer or in the event of any tax delinquency by any owner of parcels within the Site or by any tenant related to personal property, Developer must elect to either pay the delinquent taxes or in-lieu-of taxes reflecting higher assessments or levy rate on behalf of those taxpayers or receive less reimbursement from CCDC to pay the Developer Advance. Additionally, Developer understands and acknowledges if Developer seeks and receives any tax reductions on the Site, CCDC shall receive less tax increment from the Site, and CCDC's annual payments to Developer shall be reduced.

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

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

CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

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

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

10. Successors and Assignment. This Agreement is not assignable except that Developer may assign Developer's rights or obligations under this Agreement to a third party only with the written approval of CCDC, which approval may be granted or denied in CCDC's sole discretion. Notwithstanding the foregoing, CCDC shall agree to an assignment of Developer's rights and obligations under this Agreement to any lender financing the construction of the Developer's Project. Such assignment shall be for purposes of securing performance in the construction and development of same.

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

If to Developer: Scott R. Simplot, General Partner
 JRS MANAGEMENT LLC
 999 W. Main Street, Suite 1300
 Boise, Idaho 83702

If to CCDC: John Brunelle, Executive Director
 Capital City Development Corporation
 121 N. 9th Street, Suite 501
 Boise, Idaho 83701

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

- a. date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- b. date of actual receipt of the notice or other document by the person or entity specified above; or

c. in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:

- (i) date of the attempted delivery or refusal to accept delivery,
- (ii) date of the postmark on the return receipt, or
- (iii) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

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

13. Indemnification. Developer shall indemnify and hold CCDC and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees arising out of or relating to the construction or design of the Streetscape Improvements. Notwithstanding the foregoing, Developer shall have no obligation to indemnify and hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such claim, Developer, upon written notice from CCDC, shall, at Developer's expense, resist or defend such action or proceeding.

14. Insurance Requirements. Developer shall, or through its contractor, agents, representatives, employees or subcontractors, at its sole cost, obtain and maintain in force for the duration of the construction of the improvements to the Project Site as part of the Project Site, insurance of the following types, with limits not less than those set forth below and in a form acceptable to CCDC, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Developer, its agents, representatives, employees or subcontractors:

- a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy shall be endorsed to name CCDC, including its respective affiliates, as additional insureds.

b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Developer's employees, and Employer's Liability Insurance. Developer shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name CCDC, including its respective affiliates, directors, and employees, as additional insureds.

d. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of CCDC. Developer hereby releases CCDC, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Developer's insurance or other insured claims arising out of Developer's performance under this Agreement or construction of the Developer's Project.

e. Certificates of insurance satisfactory in form to CCDC (ACORD form or equivalent) shall be supplied to CCDC evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to CCDC prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At CCDC's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by CCDC. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in this Agreement.

15. Antidiscrimination During Construction. Developer, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

16. Maintenance. Developer acknowledges and agrees CCDC has no obligations to maintain the improvements constructed as part of the Streetscape Improvements or any other maintenance obligations under this Agreement.

17. Promotion of Project. Developer agrees CCDC may promote the Streetscape Improvements and CCDC's involvement with the Streetscape Improvements. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Streetscape Improvements.

18. Warranty. Developer warrants that the materials and workmanship employed in the construction of the Streetscape Improvements are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after completion of the Streetscape Improvements, being the date CCDC acknowledged the completion of the Streetscape Improvements. Provided, nothing herein shall limit the time within which CCDC may bring an action against Developer on account of Developer's failure to otherwise construct such improvements in accordance with this Agreement.

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

20. Entire Agreement, Waivers, and Amendments. This Agreement, including Exhibits A, B, C, and D, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of CCDC and Developer.

21. Amendments to This Agreement. CCDC and Developer agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to CCDC, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written.

CCDC:

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

John Brunelle, Executive Director

Date _____

DEVELOPER:

JRS PROPERTIES III, L.P.

By: JRS MANAGEMENT LLC, an Idaho limited liability
company, Its General Partner

Name: Scott R. Simplot

Its: Manager

Date _____

APPROVED AS TO FORM

Exhibits:

- A: Legal Description of Project Site
- B: Streetscape Improvement Plan
- C: Schedule of Streetscape Improvement Costs
- D: Confirmation of Final Reimbursement Amount and Payment Schedule

EXHIBIT A
LEGAL DESCRIPTION OF THE PROJECT SITE

Real property in the City of Boise, County of Ada, State of Idaho, described as follows:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of OSL DEPOT CONDOMINIUMS,
according to the plat thereof recorded in Ada County under Instrument No. 114048343,
and any amendments thereto, filed in Book 107 of Plats at Pages 14756 through
14773, Records of Ada County, Idaho.

Exhibit A: Legal Description of the Project Site

PLAT FOR OSL DEPOT CONDOMINIUMS

BEING A PORTION OF AMENDED BLOCK 1, BLOCK 2 AND VACATED RIGHT-OF-WAY OF
A.O. MILLERS ADDITION TO BOISE AND A PORTION OF THE NW 1/4 OF SECTION 10,
TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN,
CITY OF BOISE, ADA COUNTY, IDAHO

Notes:

1. THIS PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT, TITLE 55, CHAPTER 15, OF IDAHO CODE.
2. ANY AMENDMENTS TO THIS CONDOMINIUM SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE AMENDMENT, OR AS ALLOWED BY ANY CONDITIONAL USE.
3. THE USES, RESPONSIBILITIES AND RELATIONSHIPS OF THE UNITS AND COMMON AREA, AND THE DEFINITION OF A "UNIT" IS AS DESCRIBED IN THE CONDOMINIUM DECLARATIONS FOR OSL DEPOT CONDOMINIUMS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER.
4. NO CONDOMINIUM UNIT SHALL BE DIVIDED OR ADJUSTED WITHOUT COMPLYING WITH PROVISIONS OF BOISE CITY CODE.
5. DIRECT VEHICULAR ACCESS TO THE PUBLIC STREETS IS PROHIBITED EXCEPT WHERE SPECIFICALLY ALLOWED BY ADA COUNTY HIGHWAY DISTRICT AND BOISE CITY.
6. ALL INTERIOR UNIT BEARINGS AND DISTANCES ARE PARALLEL OR PERPENDICULAR TO THE NORTHEASTERLY PROJECT BOUNDARY LINE ALONG WEST FRONT STREET (S 54°47'10" E), UNLESS OTHERWISE NOTED.
7. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE AS SPECIFICALLY APPROVED BY DRH10-00178 AND DRH13-00149.
8. IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER IS INAPPLICABLE AS THERE ARE NO IRRIGATION RIGHTS ASSOCIATED WITH THIS PROPERTY.
9. UNITS 3-10 AND THE COMMON AREA WILL BE "AMENDED" AT SOME POINT TO REFLECT THE DIAGRAMMATIC FLOOR PLANS OF ACTUAL BUILDINGS DESIGNED AND/OR BUILT.

Sheet Index:

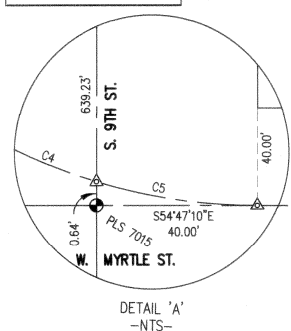
- SHEET 1: GRADE LEVEL UNIT INDEX PLAN VIEW
SHEET 2: BELOW GRADE UNIT 1 and 2 PLAN VIEW
SHEET 3: UNIT 1 ELEVATION VIEW
SHEET 4: UNIT 2 ELEVATION VIEW
SHEET 5: UNIT 3 and 4 PLAN VIEW
SHEET 6: UNIT 3 and 4 ELEVATION VIEW
SHEET 7: UNIT 5 PLAN and ELEVATION VIEW
SHEET 8: UNIT 6 PLAN and ELEVATION VIEW
SHEET 9: UNIT 7 PLAN and ELEVATION VIEW
SHEET 10: UNIT 1, 8 and 11-12 (115') PLAN VIEW
SHEET 11: UNIT 1 and 8 (115'-120') PLAN VIEW
SHEET 12: UNIT 8 (120'-128') PLAN VIEW
SHEET 13: UNIT 8 (128'-300') PLAN VIEW
SHEET 14: UNIT 1, 8 and 11-12 ELEVATION VIEW
SHEET 15: UNIT 9 PLAN and ELEVATION VIEW
SHEET 16: UNIT 10 PLAN and ELEVATION VIEW
SHEET 17: CERTIFICATE SHEET
SHEET 18: AGENCY APPROVALS



462 East Shore Drive, Suite 100
Boise, Idaho 83716
PH: 208.938.4041 Fax: 208.938.4445
www.thelandgroupinc.com

Legend:

- FOUND BRASS CAP MONUMENT
- FOUND 1 1/4" BRASS CAP IN SIDEWALK, PLS 7880
- FOUND 5/8" REBAR WITH PLASTIC CAP, PLS 7880
- FOUND 1/2" REBAR PIN WITH PLASTIC CAP, PLS 7880
- SET 5/8" REBAR WITH PLASTIC CAP, PLS 7880
- CALCULATED POINT
- RIGHT-OF-WAY LINE
- PROJECT BOUNDARY LINE
- UNIT LINE
- ADJACENT UNIT BOUNDARY LINE
- UNIT RIDGE LINE
- EASEMENT LINE, AS NOTED
- CENTER LINE
- A.O. MILLER SUBDIVISION LOT LINE (BOOK 1, PAGE 15)
- A.O. MILLER SUBDIVISION LOT NUMBER (BOOK 1, PAGE 15)
- COMMON AREA
- LIMITED COMMON AREA AS NOTED



Curve Table

CURVE	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	1217.92'	331.21'	15°34'52"	330.19'	N36°34'36"W
C2	1080.00'	142.01'	7°32'02"	141.91'	N32°33'11"W
C3	1040.00'	165.63'	9°07'29"	165.45'	N33°20'55"W
C4	1257.92'	530.82'	24°10'40"	526.89'	N40°52'30"W
C5	1257.92'	40.01'	1°49'20"	40.00'	S53°52'30"E
C6	1217.92'	141.43'	6°39'12"	141.35'	S47°41'38"E

Boundary Note:

1.) FOR ADDITIONAL BOUNDARY INFORMATION SEE
RECORD OF SURVEY NUMBER 9472, 9274, 9185 AND
1349 OF ADA COUNTY RECORDS.

Index Sheet for Above Grade Level Unit Layout

HORIZONTAL SCALE: 1" = 60'

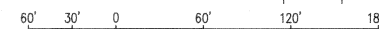
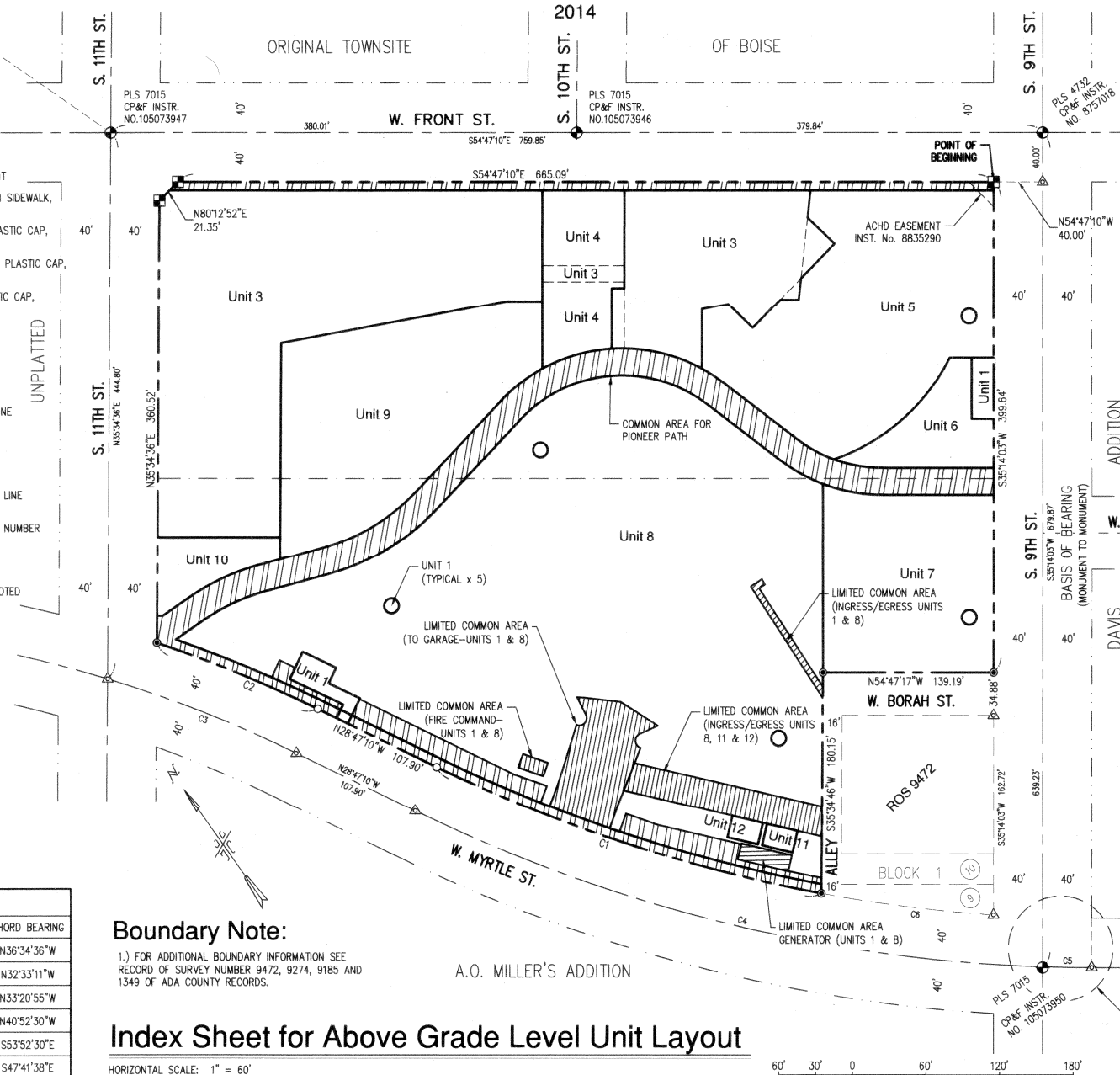
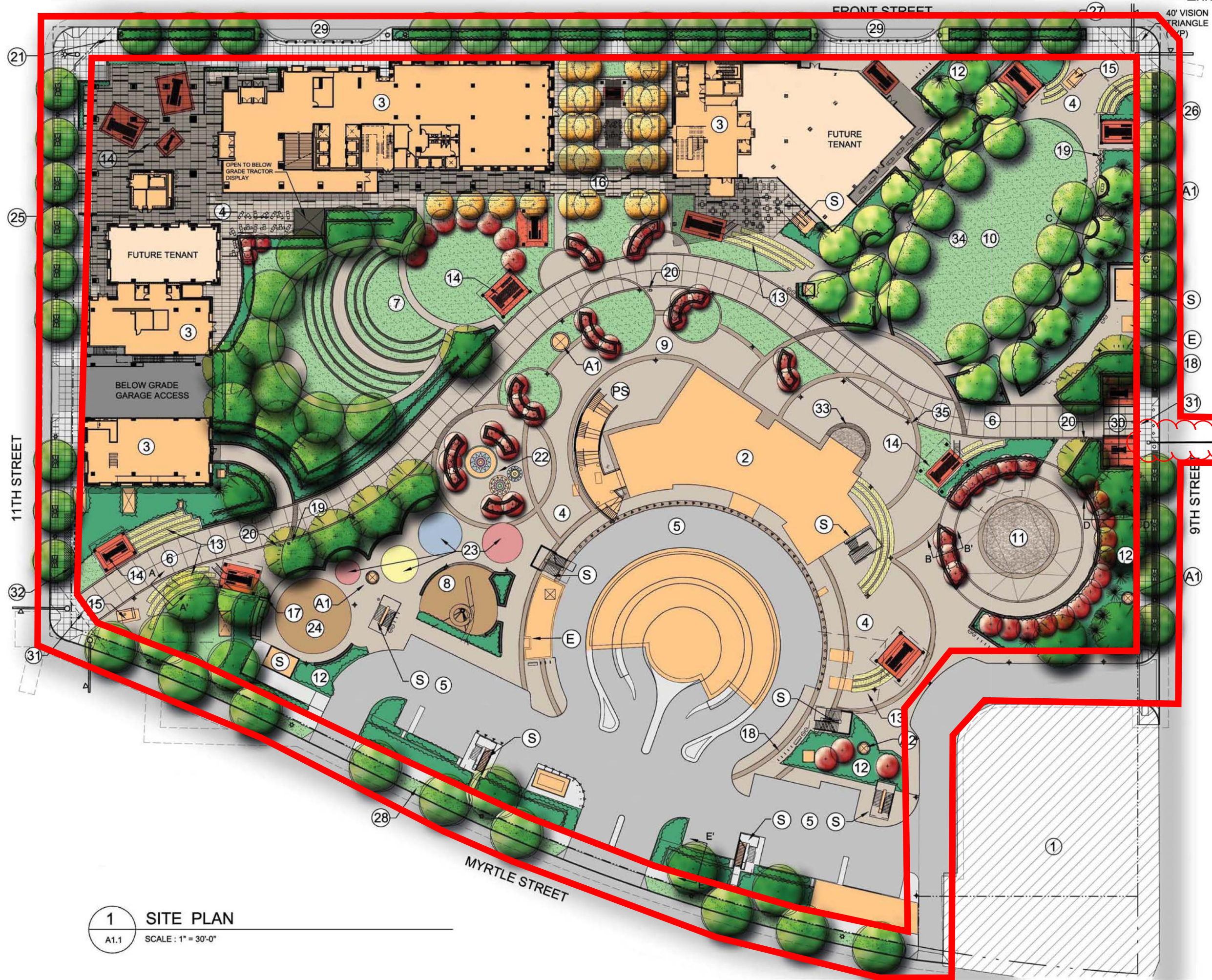


EXHIBIT B
STREETSCAPE IMPROVEMENT PLAN

ORIGINAL SHEET SIZE: 22" x 34"



- KEYED NOTES:**
- 1 EXISTING STRUCTURE - NOT IN SCOPE
 - 2 JUMP BUILDING
 - 3 SIMPLOT OFFICE BUILDING
 - 4 PEDESTRIAN WALKWAY
 - 5 DRIVE AISLE
 - 6 PIONEER PATH
 - 7 AMPHITHEATER
 - 8 ACTION ZONE
 - 9 JUMP PLAZA
 - 10 EVENT LAWN
 - 11 MARKETPLACE
 - 12 PLANTING BED - TYP. REFER TO DETAILED PLANTING PLAN A1.20 TO A1.23
 - 13 AGRICULTURE PLANTING BEDS - TYP. REFER TO DETAILED PLANTING PLAN A1.20 TO A1.23
 - 14 TRACTOR DISPLAYS/CANOPIES - TYP OF 16
 - 15 JUMP SIGNAGE
 - 16 BENCHES - TYP. REFER TO SELECTION A1.31
 - 17 TRASH/RECYCLING CENTERS - TYP OF 7 REFER TO SELECTION A1.31
 - 18 BIKE RACK (2 SPACES EA) - TYP OF 31 (ON-SITE) 62 BIKE SPACES. REFER TO SELECTION A1.31 6 - CCDC STANDARD BIKE RACKS (12 BIKE SPACES) WITHIN STREETSCAPE ON 11TH AND 9TH ST (3 EACH STREET)
 - 19 PET WASTE STATION - TYPE OF 2 REFER TO SELECTION A1.31
 - 20 DRINKING FOUNTAIN - TYPE OF 3 REFER TO SELECTION A1.31
 - 21 FLAG POLES (TYP OF 3)
 - 22 WATER FEATURE
 - 23 PLAY ZONES
 - 24 SPORTS COURT
 - 25 **URBAN CONCRETE STREETSCAPE (11TH STREET) REFER TO A1.30**
 - 26 **URBAN BRICK/CONCRETE STREETSCAPE (9TH STREET) REFER TO A1.30**
 - 27 **URBAN PARKWAY STREETSCAPE (PLANTING BED) (FRONT STREET) REFER TO A1.30**
 - 28 **URBAN PARKWAY STREETSCAPE (LAWN) (MYRTLE STREET) REFER TO A1.30**
 - 29 **VEHICLE PULLOUT/DROPOFF REFER TO DTL 7, SHT A1.30**
 - 30 GATEWAY
 - 31 REMOVABLE BOLLARD
 - 32 BIKE SHARE STATION
 - 33 EXHIBIT - INLAYED QUOTES (TYP OF 9)
 - 34 EXHIBIT - INLAYED FOOTPRINTS (TYP OF 5)
 - 35 SITE LIGHTING (TYP)
 - E ELEVATOR SERVICE
 - S STAIR
 - PS PIONEER STAIR
 - A1 AIR EXHAUST
 - A2 AIR INTAKE

LANDSCAPE SECTIONS. REFER TO A1.40

PAVING MATERIALS AND COLORS:
REFER TO A1.31 AND SAMPLE BOARD A10.5

- INTEGRAL COLORED CONCRETE
DAVIS COLORS : SANDSTONE
SAMPLE CC-1
- INTEGRAL COLORED CONCRETE
DAVIS COLORS : ADOBE
SAMPLE CC-2
- INTEGRAL COLORED CONCRETE
DAVIS COLORS : DARK GRAY
SAMPLE CC-3
- EXPOSED AGGREGATE CONCRETE
SMALL OREGON TRAIL AGGREGATE
SAMPLE AC-1

JENSEN BELTS ASSOCIATES
Site Planning / Landscape Architecture
440 Main Street, Boise, Idaho 83702
Ph: 208 348-7178, Fa: 208 348-7178

adamson
ASSOCIATES, INC.

DESIGN REVIEW APPLICATION SUBMITTAL
APPLICANT: SBP, LLLP
NOT FOR PERMITTING OR CONSTRUCTION

SIMPLOT
OFFICE BUILDING
1099 FRONT STREET BOISE, IDAHO 83702

SCALE: 1" = 30'-0"



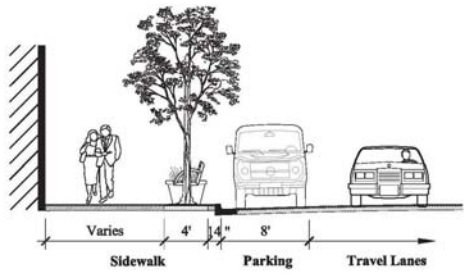
2.11.14
A1.1

1 SITE PLAN
A1.1 SCALE: 1" = 30'-0"

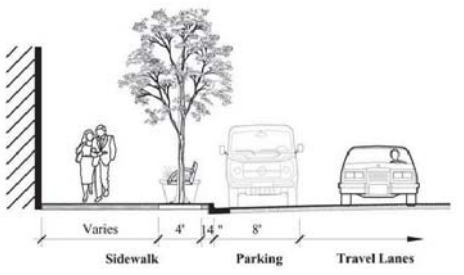
CCDC STREETSCAPE STANDARDS

NOTE: STREETSCAPE HISTORIC LIGHTS AND FURNISHING SECTION TO BE PER THE CCDC DOWNTOWN BOISE STREETSCAPE STANDARDS & SPECIFICATION MANUAL.

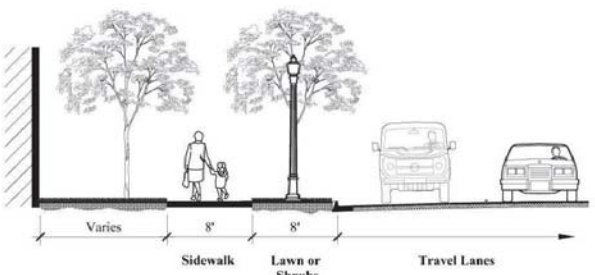
Exhibit B.3 Streetscape Standards



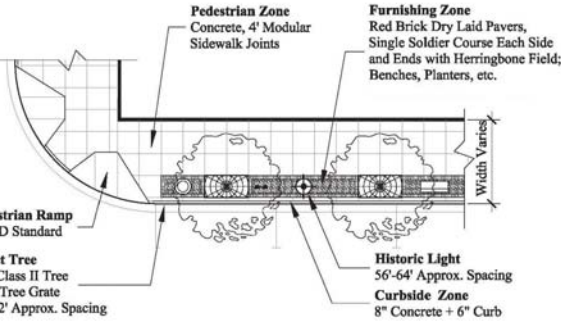
URBAN STREETSCAPE SECTION
NOT TO SCALE



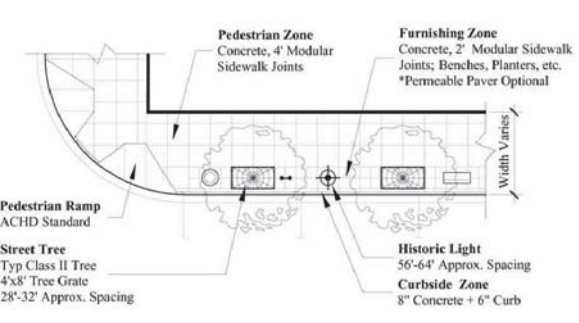
URBAN STREETSCAPE SECTION
NOT TO SCALE



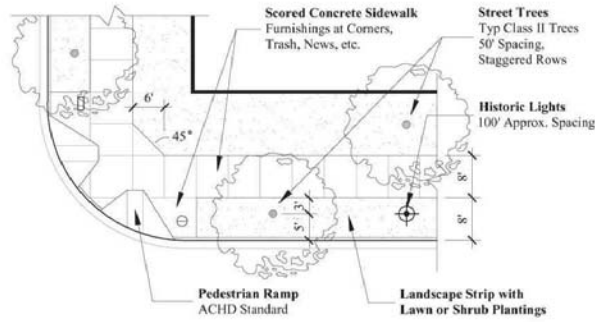
URBAN PARKWAY STREETSCAPE SECTION
NOT TO SCALE



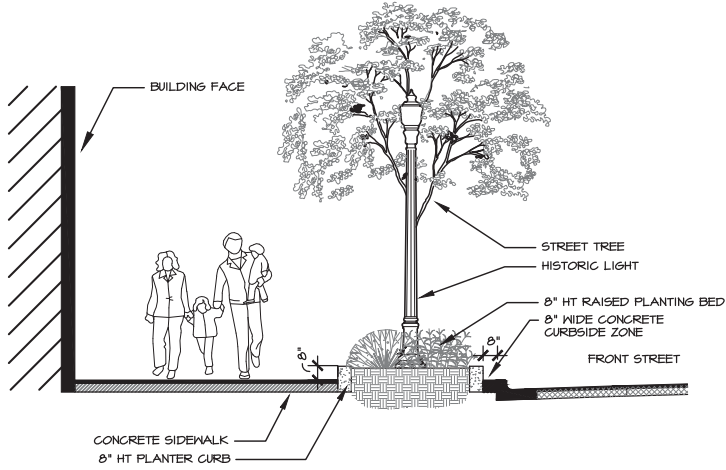
1 URBAN BRICK/CONCRETE STREETSCAPE
9TH STREET
A1.30 NOT TO SCALE



2 URBAN CONCRETE STREETSCAPE
11TH STREET
A1.30 NOT TO SCALE

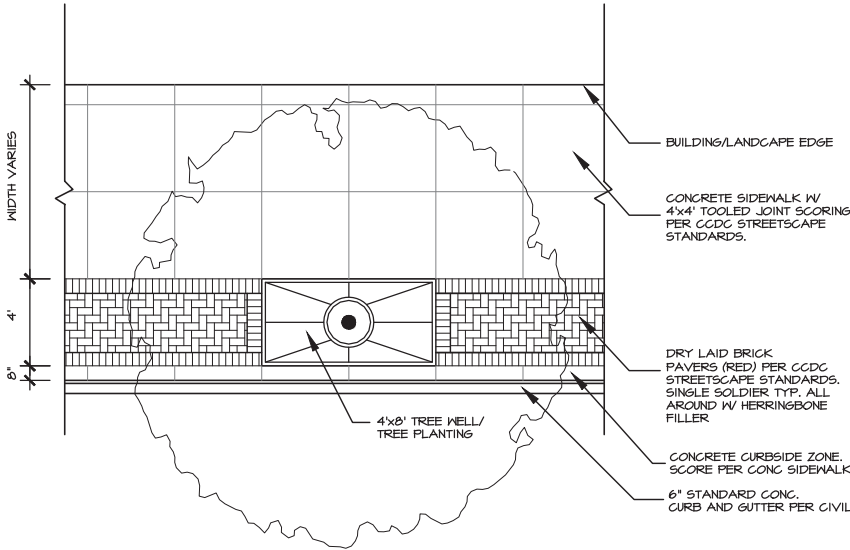


3 URBAN PARKWAY STREETSCAPE
MYRTLE STREET
A1.30 NOT TO SCALE

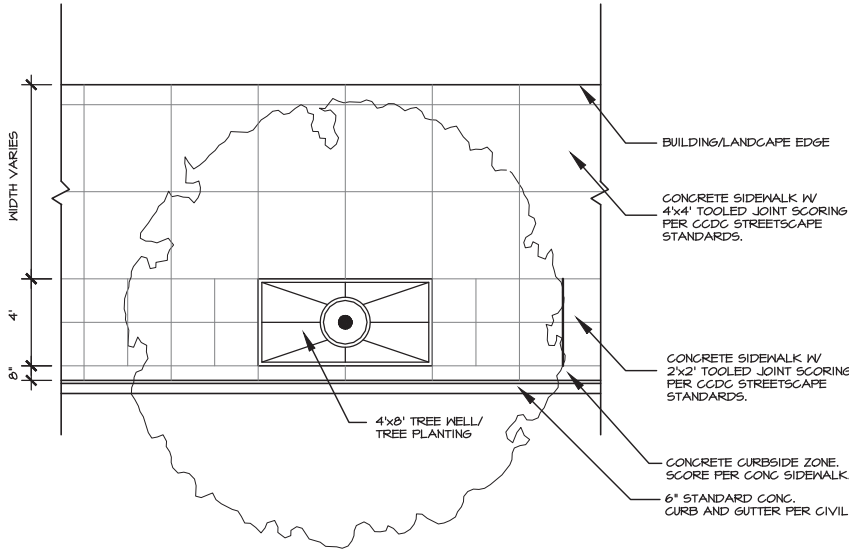


4 URBAN PARKWAY STREETSCAPE
FRONT STREET
A1.30 NOT TO SCALE

CCDC STREETSCAPE PAVING STANDARDS

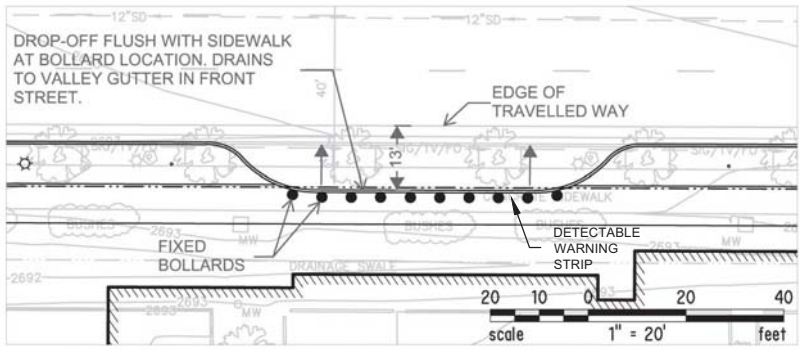


5 URBAN BRICK/CONCRETE STREETSCAPE - PAVING PATTERN
9TH STREET
A1.30 NOT TO SCALE



6 URBAN CONCRETE STREETSCAPE - PAVING PATTERN
11TH STREET
A1.30 NOT TO SCALE

FRONT STREET PULLOUT/DROPOFFS



TYPICAL OF TWO (2) DROPOFF LOCATION ON FRONT STREET

7 FRONT STREET PULLOUT/DROPOFFS
A1.30 SCALE AS SHOWN

EXHIBIT C
SCHEDULE OF STREETSCAPE IMPROVEMENT COSTS

Exhibit C: Schedule of Streetscape Improvement Costs

HOFFMAN CONSTRUCTION

Building: SWHQ/JUMP Sitework
Location: Boise, ID
Architect: AAI
Subject: Streetscape Estimate Summary

Job No: 3761210
Estimator: DD
Date: 7/12/2015

Description	Value	Comments
Traffic Control	\$ 32,216.80	
Curb Prep	\$ 31,268.40	
Sidewalk Prep	\$ 57,291.93	
Excavate tree planters	\$ 8,594.41	
Asphalt patch	\$ 47,302.00	
Sawcutting	\$ 6,000.00	
Borah St Improvement	\$ 43,668.00	
Concrete Curb & Gutter	\$ 53,083.37	
Concrete Vertical Curb	\$ 13,645.00	
CCDC Sidewalks	\$ 147,370.88	
Brick Pavers	\$ 15,966.51	
Tree Grates	\$ 43,545.20	
Planting Material	\$ 22,500.00	
Electrical and Lighting	\$ 136,553.00	
9th Street Pedestrian Crossing	\$ 127,273.00	
Miscellaneous Accessories	\$ 5,000.00	
General Conditions and Insurance	\$ 79,127.85	Includes no CM/GC Fee, project costs only
TOTAL	\$ 870,406.35	

EXHIBIT D

CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE

This CONFIRMATION OF CCDC REIMBURSEMENT AND PAYMENT SCHEDULE is entered into between the CAPITAL CITY DEVELOPMENT CORPORATION, a public body, corporate and politic, organized and existing under the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act of 1988 as amended, Chapter 29, Title 50, Idaho Code ("CCDC"), and JRS Properties III, L.P., an Idaho limited partnership ("Developer").

1. CCDC Contribution

CCDC has, pursuant to the procedures set forth in the Type 3 Capital Improvement Reimbursement Agreement by and between the Capital City Development Corporation and JRS Properties III, L.P. (the "Participation Agreement"), determined the CCDC Reimbursement for the Development, as those terms are defined in the Participation Agreement, shall be _____ and ___/100 dollars (\$_____) (the "CCDC Reimbursement").

2. Payment Schedule

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

CCDC shall make a total of four (4) "Annual Payments". The amounts of the Annual Payments shall be determined based on the tax increment proceeds CCDC receives from the value added to the Site over and above the 2015 tax year assessed value of the Site. The 2015 tax year assessed value of the Site, as determined by the Ada County Assessor is \$_____.

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

CCDC shall pay Developer eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____[insert year]

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

CCDC shall pay Developer the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____[insert year]

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

CCDC shall pay Developer the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____[insert year]

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

CCDC shall pay Developer the lesser of the remaining unpaid CCDC Reimbursement (after crediting any prior payments) OR eighty percent (80%) of the increased tax increment generated from the Development on the Site actually received by CCDC as of September 30 of _____[insert year]

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

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

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

3. Limitation on Making Payments

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

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

IN WITNESS WHEREOF, this Note has been entered into as of the date this Note is signed by CCDC as indicated below.

CCDC:
CAPITAL CITY DEVELOPMENT CORPORATION

By: _____
_____, Chair
Date: _____

ATTEST:

By: _____
_____, Secretary

DEVELOPER:

By: _____
By: _____
Its: _____
Date: _____



AGENDA BILL

Agenda Subject: Termination Agreement and Mutual Release		Date: May 9, 2016
Staff Contact: John Brunelle Todd Bunderson Ross Borden Ryan Armbruster	Attachments: Resolution #1446 Approving the Termination Agreement and Mutual Release	
Action Requested: Approving the Termination Agreement and Mutual Release		

Fiscal Notes:

No direct expenses are associated with approval of the Termination Agreement. Approval of the Termination Agreement will terminate the relationship with Civic Partners and allow Ada County and CCDC to consider other alternative development options.

Background:

Ada County and the Agency entered into a Second Amended and Restated Master Ground Lease, dated September 1, 2011 and the Amended and Restated Surplus Ground Lease, dated September 1, 2011 (collectively, the "Ground Leases") for the lease of the real property (the "Ada County Property").

The Agency and Civic Partners entered into an Amended and Restated Disposition and Development Agreement with respect to Ada County Courthouse Project, dated December 1, 1999, as amended from time to time, and that an Amended and Restated Avenue A Disposition and Development Agreement with respect to the Avenue A Project, dated October 1, 2002, as amended from time to time (collectively, the "DDAs"), which DDAs were approved as to form and content by Ada County.

In furtherance of the DDAs and pursuant to the requirements of the Ground Leases, the Agency and Civic Partners entered into a Second Amended and Restated Master Sublease For Parcel 4 and Parcel 5, dated September 1, 2011, as amended from time to time and an Amended and Restated Parcel 1 Sublease, dated September 1, 2011, as amended from time to time (collectively, the "Subleases") for the sublease of certain components of the Ada County Property, which Subleases were approved as to form and content by Ada County.

To secure performance of the Subleases by Civic, Guarantor and Agency entered into a Guaranty Agreement, dated December 1, 1999, relating to Urban Renewal Agency of the City of Boise City, Idaho, Lease Revenue Bonds Series 1999, and a Guaranty Agreement, dated October 1, 2002, Relating to Avenue A Project (collectively, the "Guaranties").

Following further division and sublease of the Ada County Property and certain condemnation actions by the County, the remaining properties that are subject to the Subleases are Unit 401, Unit 102, Parcel 4 and Parcel 5 of the Ada County Property. For clarification, the Subleased Property does not include any of the other properties or parcels of the Ada County Property described in the Subleases and the DDAs, and does not include any property that has been subleased to Civic Plaza LP.

Civic Partners represents, to the best of its knowledge, that Civic Plaza has no interest in the Subleases or Subleased Property or has any right to approve or consent to this Agreement.

The DDAs, the Subleases, the Guaranties, and all other documents, instruments and agreements entered into between and among any of the Parties pertaining to the Subleased Property are referred to herein collectively as, the "Project Agreements."

In the DDAs, the Parties agreed that future development of the Subleased Property would require additional public improvements including parking.

Due to the priorities for various public improvements and the Developer's intended uses of the Subleased Property, the Parties have agreed that development of the Subleased Property by the Developer at this time is not feasible or desirable, and that the Parties instead desire to amicably terminate their relationship with respect to the Subleased Property, and provide for the possibility of future development as further described herein.

As such, the Parties are entering into this Agreement to terminate the Project Agreements (except to the extent of any interests therein that have been assigned to Civic Plaza and/or relate to the apartment project owned by Civic Plaza) and all interest that Civic Partners has in and to the Subleased Property, and to provide a mutual release.

Staff Recommendation:

Adopt Resolution 1446 approving the Termination Agreement and Mutual Release.

Suggested Motion:

I move the adoption of Resolution 1446 approving the Termination Agreement and Mutual Release between Civic Partners, CCDC, and Ada County.

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 TERMINATION AGREEMENT AND MUTUAL RELEASE BY, BETWEEN, AND AMONG THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO ADA COUNTY, IDAHO, CIVIC PARTNERS IDAHO, LLC, AND CIVIC PARTNERS, INC.; AND AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID TERMINATION AGREEMENT AND MUTUAL RELEASE; AUTHORIZING THE EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE TERMINATION AGREEMENT AND MUTUAL RELEASE AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE TERMINATION AGREEMENT AND MUTUAL RELEASE SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE OF THIS RESOLUTION.

THIS RESOLUTION, 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, a duly created and functioning urban renewal agency, hereinafter referred to as the "Agency."

WHEREAS, the Agency is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code Title 50, Chapter 20, as amended and supplemented (the "Urban Renewal Law");

WHEREAS, the Agency is authorized to borrow money to carry out the purposes of the Urban Renewal Law and to enter into and carry out contracts or agreements in connection therewith;

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-Myrtle Urban Renewal Plan");

WHEREAS, the City, by adoption of Ordinance No. 5596 on December 6, 1994, duly approved the River-Myrtle Urban Renewal Plan;

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 Urban Renewal Project Plan”);

WHEREAS, following said public hearing, the City, by adoption of Ordinance No. 6362 on November 30, 2004, approved the River-Myrtle/Old Boise Urban Renewal Project Plan and made certain findings;

WHEREAS, Ada County and the Agency entered into that certain Second Amended and Restated Master Ground Lease, dated as of September 1, 2011 and the Amended and Restated Surplus Ground Lease, dated as of September 1, 2011 (collectively, the “**Ground Leases**”) for the lease of the real property (the “**Ada County Property**”), commonly known as the Ada County Courthouse Corridor Property;

WHEREAS, the Agency and Civic Partners Idaho, LLC and Civic Partners, Inc. (Civic Partners Idaho, LLC and Civic Partners, Inc. collectively, “**Civic**”) (collectively, the “**Parties**” and each, individually, a “**Party**”) entered into that certain Amended and Restated Disposition and Development Agreement with respect to Ada County Courthouse Project, dated December 1, 1999, as amended from time to time, and that certain Amended and Restated Avenue A Disposition and Development Agreement with respect to the Avenue A Project, dated October 1, 2002, as amended from time to time (collectively, the “**DDAs**”), which DDAs were approved as to form and content by the County;

WHEREAS, In furtherance of the DDAs and pursuant to the requirements of the Ground Leases, the Agency and Civic entered into that certain Second Amended and Restated Master Sublease For Parcel 4 and Parcel 5, dated as of September 1, 2011, as amended from time to time and that Amended and Restated Parcel 1 Sublease, dated as of September 1, 2011, as amended from time to time (collectively, the “**Subleases**”) for the sublease of certain components of the Ada County Property, which Subleases were approved as to form and content by the County;

WHEREAS, to secure performance of the Subleases by Civic, Guarantor and Agency entered into that certain Guaranty Agreement, dated as of December 1, 1999, Relating to Urban Renewal Agency of the City of Boise City, Idaho, Lease Revenue Bonds Series 1999, and that certain Guaranty Agreement, dated as of October 1, 2002, Relating to Avenue A Project (collectively, the “**Guaranties**”);

WHEREAS, following further division and sublease of the Ada County Property and certain condemnation actions by the County, the remaining properties that are subject to the Subleases are Unit 401, Unit 102, Parcel 4 and Parcel 5 of the Ada County Property, (collectively, the “**Subleased Property**”). For clarification, the Subleased Property does not include any of the other properties or parcels of the Ada County Property described in the Subleases and the DDAs, and does not include any property that has been subleased to Civic Plaza LP, an Idaho limited partnership (“**Civic Plaza**”);

WHEREAS, Civic represents, to the best of its knowledge, Civic Plaza has no interest in the Subleases or Subleased Property or has any right to approve or consent to this Agreement;

WHEREAS, the DDAs, the Subleases, the Guaranties, and all other documents, instruments and agreements entered into between and among any of the Parties pertaining to the Subleased Property are referred to collectively as, the “**Project Agreements**”;

WHEREAS, in the DDAs, the Parties agreed that future development of the Subleased Property would require additional public improvements including parking;

WHEREAS, due to the priorities for various public improvements and the Developer’s intended uses of the Subleased Property, the Parties have agreed that development of the Subleased Property by the Developer at this time is not feasible or desirable, and that the Parties instead desire to amicably terminate their relationship with respect to the Subleased Property, and provide for the possibility of future development as further described herein;

WHEREAS, as such, the Parties have negotiated a Termination Agreement and Mutual Release (the “**Agreement**”) to terminate the Project Agreements (except to the extent of any interests therein that have been assigned to Civic Plaza and/or relate to the apartment project owned by Civic Plaza) and all interest that Civic has in and to the Subleased Property, and to provide a mutual release as set forth in the Agreement.

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 Agreement and Mutual Release, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted as to form recognizing technical changes or corrections which may be required prior to execution of the Termination Agreement and Mutual Release.

Section 3. That the Executive Director of the Agency is hereby authorized to sign and enter into the Termination Agreement and Mutual Release and, further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the Termination Agreement and Mutual Release subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Termination Agreement and Mutual Release or other documents are acceptable upon advice from the Agency’s legal counsel and that said changes are consistent with the provisions of the Termination Agreement and Mutual Release and the comments and discussions received at the May 9, 2016, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on May 9, 2016. Signed by the Chair and attested by the Secretary on May 9, 2016.

APPROVED

By _____
Chair

Attest:

Secretary

TERMINATION AGREEMENT AND MUTUAL RELEASE

This Termination Agreement and Mutual Release (“**Agreement**”) is entered into and effective as of the date signed by Ada County (the “**Effective Date**”), by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, aka Capital City Development Corporation, an urban renewal agency of the City of Boise, Idaho, organized and operating as an urban renewal agency pursuant to Chapters 20 and 29, Title 50, Idaho Code (the “**Agency**”), ADA COUNTY, IDAHO, a duly organized and existing county under the laws and constitution of the State of Idaho (the “**County**”), CIVIC PARTNERS IDAHO, LLC, an Idaho limited liability company (“**Civic**”), and CIVIC PARTNERS, INC., a California corporation (“**Guarantor**”) (collectively, the “**Parties**” and each, individually, a “**Party**”).

RECITALS

- A. The County and the Agency entered into that certain Second Amended and Restated Master Ground Lease, dated as of September 1, 2011 and the Amended and Restated Surplus Ground Lease, dated as of September 1, 2011 (collectively, the “**Ground Leases**”) for the lease of the real property legally described on Exhibit A attached hereto (the “**Ada County Property**”).
- B. The Agency and Civic entered into that certain Amended and Restated Disposition and Development Agreement with respect to Ada County Courthouse Project, dated December 1, 1999, as amended from time to time, and that certain Amended and Restated Avenue A Disposition and Development Agreement with respect to the Avenue A Project, dated October 1, 2002, as amended from time to time (collectively, the “**DDAs**”), which DDAs were approved as to form and content by the County.
- C. In furtherance of the DDAs and pursuant to the requirements of the Ground Leases, the Agency and Civic entered into that certain Second Amended and Restated Master Sublease For Parcel 4 and Parcel 5, dated as of September 1, 2011, as amended from time to time and that Amended and Restated Parcel 1 Sublease, dated as of September 1, 2011, as amended from time to time (collectively, the “**Subleases**”) for the sublease of certain components of the Ada County Property, which Subleases were approved as to form and content by the County.
- D. To secure performance of the Subleases by Civic, Guarantor and Agency entered into that certain Guaranty Agreement, dated as of December 1, 1999, Relating to Urban Renewal Agency of the City of Boise City, Idaho, Lease Revenue Bonds Series 1999, and that certain Guaranty Agreement, dated as of October 1, 2002, Relating to Avenue A Project (collectively, the “**Guaranties**”).
- E. Following further division and sublease of the Ada County Property and certain condemnation actions by the County, the remaining properties that are subject to the Subleases are Unit 401, Unit 102, Parcel 4 and Parcel 5 of the Ada County Property, all as more particularly described in the Subleases and legally described on Exhibit B attached hereto (collectively, the “**Subleased Property**”). For clarification, the

Subleased Property does not include any of the other properties or parcels of the Ada County Property described in the Subleases and the DDAs, and does not include any property that has been subleased to Civic Plaza LP, an Idaho limited partnership (“**Civic Plaza**”).

- F. Civic represents, to the best of its knowledge, Civic Plaza has no interest in the Subleases or Subleased Property or has any right to approve or consent to this Agreement.
- G. The DDAs, the Subleases, the Guaranties, and all other documents, instruments and agreements entered into between and among any of the Parties pertaining to the Subleased Property are referred to herein collectively as, the “**Project Agreements.**”
- H. In the DDAs, the Parties agreed that future development of the Subleased Property would require additional public improvements including parking.
- I. Due to the priorities for various public improvements and the Developer’s intended uses of the Subleased Property, the Parties have agreed that development of the Subleased Property by the Developer at this time is not feasible or desirable, and that the Parties instead desire to amicably terminate their relationship with respect to the Subleased Property, and provide for the possibility of future development as further described herein.
- J. As such, the Parties are entering into this Agreement to terminate the Project Agreements (except to the extent of any interests therein that have been assigned to Civic Plaza and/or relate to the apartment project owned by Civic Plaza) and all interest that Civic has in and to the Subleased Property, and to provide a mutual release as set forth herein.

AGREEMENT

In consideration of the mutual promises made by and among the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the recitals above, which are true and correct in all material respects, as if fully set forth below, the Parties agree as follows:

- 1. **No Assignment; Indemnification.** Each Party expressly warrants and represents that it has not sold, pledged, hypothecated, assigned, or transferred or purported to sell, pledge, hypothecate, assign, or transfer, either by instrument in writing or otherwise, any right, title, interest, or claim which it had or may have had in the Subleased Property or the Project Agreements, except as is contemplated therein and/or approved by the Parties, and that the Parties will indemnify, defend, and hold each other harmless from any such claim that may be asserted by any person or entity who has obtained or claims to have obtained any right, title, or interest in the Subleased Property or the Project Agreements (except for Civic Plaza to the extent it has any interest in any of the Project Agreements).
- 2. **Termination of Project Agreements.** The Parties each expressly agree that the Subleases and the Guaranties are terminated and of no further force and effect. The Parties each expressly agree that all other Project Agreements are terminated and of no

further force and effect, except to the extent Civic Plaza retains any rights in or to any of such other Project Agreements. For the avoidance of doubt, and as part of the consideration of this Agreement, the Agency and County hereby agree that there is no rent or other payment due from Civic or Guarantor under the Project Agreements, and that there are no further obligations or agreements that are required to be performed by Civic or Guarantor under the Project Agreements. Civic also agrees neither the Agency nor the County has any further obligations or agreements that are required to be performed by County or the Agency under the Project Agreements. Contemporaneous with the execution of this Agreement, the Parties further agree to execute and record in Ada County, Idaho, a Termination of Subleases, which reflects that the Subleases have been terminated and that Civic has no continuing right in or to the Subleased Property. The Parties further agree that the Agency and/or the County shall have the right to record or file any additional termination statement or any other document or paper that may be necessary to clear title to the Subleased Property as a result of the Project Agreements, and Civic hereby agrees to cooperate to effectuate any such additional termination document.

3. **Waiver.** Civic and Guarantor, on behalf of their respective agents, employees, officers, representatives, successors, assigns, affiliates (including any affiliated entities, but not including Civic Plaza), and subsidiaries, and all other persons that can or may claim by or through Civic and/or Guarantor, shall, and hereby do, waive and disclaim any and all past, present, and future claims, rights, or interest in the Project Agreements, the Ground Leases and/or the Subleased Property. This includes, but is not limited to, a waiver and disclaimer of any and all: (a) contractual rights under the Project Agreements and Ground Leases, if any; (b) equitable or legal rights under the Project Agreements and Ground Leases, if any; and (c) equitable or legal rights in the Subleased Property, if any. The Agency and the County, on behalf of their respective agents, employees, officers, commissioners, representatives, successors and assigns, and all other persons that can or may claim by or through the Agency and/or the County, shall, and hereby do, waive and disclaim any and all past, present, and future claims, rights, or interest in the Project Agreements and, only with respect to any rights or obligations regarding Civic, the Ground Leases. This includes, but is not limited to, a waiver and disclaimer of any and all: (a) contractual rights under the Project Agreements, if any; (b) equitable or legal rights under the Project Agreements, if any; and (c) rights of any nature regarding Civic under the Ground Leases, if any.
4. **Improvements, Fixtures and Equipment.** Any and all improvements, fixtures and equipment on the Subleased Property shall become the property of County.
5. **Mutual Release.** Except as set forth herein, the Parties, individually and collectively, shall and hereby do release, acquit and forever discharge one another and, to the extent applicable, the Parties' officers, directors, commissioners, members, managers, partners, shareholders, agents, employees, attorneys, heirs, representatives, related entities, successors or assigns, and any person or persons acting for, by or through them, of and from all claims, liabilities, causes of action (whether at law or equity), demands, obligations, losses, suits, settlements, judgments, costs or expenses, and damages, known

or unknown, in any way having to do with, arising, arisen, to arise, or which may arise out of or which are in any way connected with: (a) the Project Agreements; (b) the Ground Leases (but only as they pertain to Civic); (c) the Subleased Property; and (d) any other matter or event occurring between or among the Parties prior to the Effective Date of this Agreement. The Parties further agree to not disparage any other Party in any verbal or written communication with third-parties.

6. **Future Development of Subleased Property.** Civic has informed the Agency that a third party developer, not affiliated with Civic, has expressed interest in proposing a development for some or all of the Subleased Property. The Agency hereby agrees that, in the event the Agency decides to seek private development proposals on any of the 4 parcels of the Subleased Property, provided that such developer meet statutory criteria, the Agency shall consider such developer in its selection process and any such selection process will be completed in compliance with the Agency's statutory requirements. This provision shall not be construed as a guarantee or endorsement in favor of such developer.
7. **Binding Effect.** Each Party hereto understands and expressly agrees that this Agreement shall bind and benefit its respective heirs, subsidiaries, members, affiliates, officers, directors, commissioners, members, managers, partners, employees, agents, attorneys, representatives, predecessors, successors, and assigns.
8. **Authority.** The Parties represent and warrant to each other that the entities and individuals executing this Agreement are authorized and entitled to do so.
9. **Review of Agreement by Counsel; Familiarity with Contents and Effect.** Each Party hereto expressly declares that it has been supplied with and has read a copy of this Agreement. Each Party hereto further represents to the other that it has been given ample time and opportunity to seek the advice of counsel, consulted with its respective attorneys regarding the meaning of the terms and conditions contained herein, and fully understands the content and effect of this document. Each Party hereto approves and accepts the terms and provisions of this Agreement and agrees to be bound by the same.
10. **Entire Agreement; Modification; Severability.** This document constitutes the final, complete, and exclusive statement of the terms of the Project Agreements between the parties hereto relating to the rights granted by the Project Agreements and their obligations assumed thereunder. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties, in a writing signed by all the Parties. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.
11. **Attorney Fees.** The Parties stipulate and agree that in any action or proceeding henceforth brought to enforce this Agreement or any of its terms, the prevailing party in

that action or proceeding shall be entitled to reasonable attorney fees and costs incurred in connection with that action or proceeding, in addition to any and all other relief to which the prevailing party may be entitled.

12. **Release Freely Entered Into.** The Parties and, each of them represent and agree that this Agreement, and the mutual release contained herein, has been given voluntarily and free from duress or undue influence on the part of any person released by this Agreement or by any third party.
13. **Costs.** Each party hereto shall bear its respective costs and attorney fees incurred in connection with this Agreement.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. Counterparts delivered by facsimile or other electronic means shall have the same effectiveness as ink-signed originals.
15. **Choice of Law.** This Agreement shall be governed by the laws of the State of Idaho, as it would apply to contracts negotiated, executed, delivered, and performed solely in such jurisdiction, excluding the laws regarding the principles of conflicts of laws, with venue in the courts of the Fourth Judicial District of Idaho.
16. **Interpretation; Representation.** Each Party hereto acknowledges and agrees that they have had ample time to review this Agreement and seek and obtain legal, tax or other appropriate advice. Accordingly, the words and phrases of this document and any ambiguity therein shall be construed in accordance with their ordinary and plain meaning, and not for or against any party hereto.
17. **No Other Changes to Ground Leases.** It is the intent of the Parties that all rights and obligations, if any, of the Parties under the Ground Leases with respect to Civic be terminated and released. However, this Agreement is not intended to make any other changes to the Ground Leases, and they shall remain in full force and effect as between the Agency and County.

[end of text; signature page follows]

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.

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

THE COUNTY:

Board of Ada County Commissioners

By: _____
Jim Tibbs, Commissioner

By: _____
Rick Yzaguirre, Commissioner

By: _____
David L. Case, Commissioner

ATTEST:

Christopher D. Rich, Ada County Clerk

THE AGENCY:

**Urban Renewal Agency of Boise City, Idaho, aka
Capital City Development Corporation**

By: _____
John Brunelle, Executive Director

ATTEST:

CIVIC:

**Civic Partners Idaho, LLC, an Idaho
limited liability company**

By: _____
Steven P. Semingson, Manager

GUARANTOR:

**Civic Partners, Inc.,
a California corporation**

By: _____
Steven P. Semingson, President

EXHIBIT A

LEGAL DESCRIPTION OF ADA COUNTY PROPERTY

Legal Description for the Site

Parcel I

This parcel is a portion of the Citizen's Right-of-Way as on file in Book 170 of Deeds at Page 579 in the Office of the Recorder for Ada County, Idaho, is situated in the NE ¼ and the SE ¼ of Section 10, T.3N., R.2E., B.M., Boise, Ada County, Idaho and is more particularly described as follows:

COMMENCING at a brass cap marking the East ¼ corner of said Section 10; thence along the East boundary of said Section 10

South 01°07'10" West 862.32 feet to a point on the Northerly boundary of the said Citizen's Right-of-Way; thence leaving the said East boundary and running along the said Northerly boundary

North 56°50'03" West (formerly North 57°09' West) 1612.91 feet to a point marked by an Idaho Power concrete monument; thence continuing along the said Northerly boundary

North 76°23'06" West (formerly North 76°41' West) 94.02 feet to a point on the Northwestern right-of-way boundary of Third Street which point is the point of beginning; thence leaving the said Northerly boundary and running along the said Northwestern right-of-way boundary

South 35°13'41" West 286.53 feet (formerly South 34°54' West 286.76 feet) to a point on a curve on the Northeasterly right-of-way boundary of Front Street as shown on the plans for Federal Aid Project No. DE-0083(802); thence leaving the said Northwestern right-of-way boundary and running along the said Northeasterly right-of-way boundary Northwesternly 549.63 feet along the arc of a curve to the right having a radius of 3374.09 feet, a central angle of 9°20'36" (formerly a distance of 552.08 feet, a radius of 3384.47 feet and a central angle of 9°20'46") and a long chord which bears

North 50°17'38" West 549.61 feet (formerly North 50°36'16" West 551.45 feet) to a point of tangency; thence continuing along the said Northeasterly right-of-way boundary

North 45°37'20" West 132.64 feet (formerly North 45°55'53" West) to a point on the said Northerly boundary of the Citizen's Right-of-Way; thence leaving the said Northeasterly right-of-way boundary and running along the said Northerly boundary

South 54°40'31" East 116.75 feet (formerly South 55°06' East 117.6 feet) to a point marked by a 3/8" iron pin; thence continuing along the said Northerly boundary

South 76°23'06" East 604.65 feet (formerly South 76°41' East 604.87 feet) to the point of beginning.

Said parcel contains 2.10 acres more or less.

Parcel II

This parcel is a portion of the Citizen's Right-of-Way as on file in Book 170 of Deeds at Page 579 in the Office of the Recorder for Ada County, Idaho, is situated in the E ½ of Section 10, T.3N., R.2E., B.M. Boise, Ada County, Idaho and is more particularly described as follows:

COMMENCING at a brass cap marking the East ¼ corner of said Section 10; thence along the East boundary of said Section 10

South 01°07'10" West 862.32 feet to a point on the Northerly boundary of the said Citizen's Right-of-Way; thence leaving the said East boundary and running along the said Northerly boundary

North 56°50'03" West (formerly North 57°09' West) 66.42 feet to a point on the West right-of-way boundary of Broadway Avenue as shown on the plans for Federal Aid Project No. DE 0083(802); thence along the said West right-of-way boundary

South 01°07'10" West 322.33 feet (formerly South 00°01'19" West) to a point of curve; thence Southwesterly 63.90 feet along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 122°01'50" and a long chord which bears

South 62°08'05" West 52.48 feet to a point of tangency on the Northeasterly right-of-way boundary of Front Street as shown on the said plans for Federal Aid Project No. DE 0083(802); thence leaving the said Westerly right-of-way boundary and running along the said Northeasterly right-of-way boundary

North 56°51'00" West (formerly North 57°09' West) 611.21 feet to the Point of Beginning; thence continuing

North 56°51'00" West (formerly North 57°09' West) 1068.83 feet to a point of curve; thence continuing along the said Northeasterly right-of-way boundary Northwesterly 30.98 feet along the arc of a curve to the right having a radius of 3374.09 feet, a central angle of 0°31'34" (formerly a distance of 30.54 feet, a radius of 3384.47 feet and a central angle of 0°31'01") and a long chord which bears

North 56°35'13" West 30.97 feet (formerly North 56°53'33" West 30.54 feet) to a point on the Southeasterly right-of-way boundary of Third Street; thence leaving the said Northeasterly right-of-way boundary and running along the said Southeasterly right-of-way boundary

North 35°13'41" East 317.00 feet (formerly North 34°54' East 317.21 feet) to a point on the said Northerly boundary of the Citizen's Right-of-Way; thence leaving the said Southeasterly right-of-way boundary and running along the said Northerly boundary

South 76°23'06" East 7.96 feet (formerly South 76°41' East 9.00 feet) to a point marked by an Idaho Power concrete marker; thence continuing along the said Northerly boundary

South 56°50'03" East 1092.37 feet (formerly South 57°09' East 1542.28 feet) to a point; thence leaving said northerly boundary

South 35°13'30" West 319.50 feet to the POINT OF BEGINNING.

Said parcel contains 8.07 acres more or less.

LEGAL DESCRIPTION OF THE AVENUE A SITE

Units 102, 201B, 201C, 202, 301, 302A, 302B and 401 as described on the Plat of Civic Plaza Condominiums, recorded in the real property records of Ada County, Idaho as instrument number 102116493; and the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums recorded in the real property records of Ada County as instrument number 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

TOGETHER WITH non-exclusive appurtenant easement rights as set forth in that certain Declaration of Easement (Access) and Easement Agreement recorded on October 8, 2002 under Instrument No. 102115915, of Official Records and as amended in First Amendment to Easement recorded October 1, 2003 under Instrument No. 103166769, of Official Records.

TOGETHER WITH non-exclusive appurtenant easement rights as set forth in that certain Declaration of Easement (Avenue A) recorded on October 9, 2002 under Instrument No. 102116485, of Official Records.

LEGAL DESCRIPTION OF THE AVENUE A SITE, UNIT 201A

Unit 201A as described on the Plat of Civic Plaza Condominiums, recorded in the real property records of Ada County, Idaho as instrument number 102116493; and the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums recorded in the real property records of Ada County as instrument number 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

TOGETHER WITH non-exclusive appurtenant easement rights as set forth in that certain Declaration of Easement (Access) and Easement Agreement recorded on October 8, 2002 under Instrument No. 102115915, of Official Records and as amended in First Amendment to Easement recorded October 1, 2003 under Instrument No. 103166769, of Official Records.

TOGETHER WITH non-exclusive appurtenant easement rights as set forth in that certain Declaration of Easement (Avenue A) recorded on October 9, 2002 under Instrument No. 102116485, of Official Records.

EXCEPTING THEREFROM Unit 201A Retail Space No. 1, and Unit 201A Retail Space No. 2, as more specifically described in that PARCEL DESCRIPTION dated January 31, 2007, attached hereto.

PARCEL DESCRIPTION January 31, 2007
PROJECT: CIVIC PLAZA - UNIT 201A RETAIL SPACE NO. 1
PARCEL DESIGNATION: UNIT 201A RETAIL SPACE NO. 1, PER CIVIC PLAZA
 CONDOMINIUMS, BK. 85, PAGE 9420, ADA COUNTY
 RECORDS

A PARCEL OF LAND BEING A PORTION OF UNIT 201A CREATED THEREBY CIVIC PLAZA
CONDOMINIUMS, BK. 85, PAGE 9420, ADA COUNTY RECORDS, SITUATED IN THE EAST HALF OF
SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION
10;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 10, SOUTH 01°07'10" WEST, 862.32
FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF THE
CITIZENS RIGHT OF WAY;

THENCE LEAVING SAID EASTERLY SECTION LINE AND ALONG SAID NORTHERLY RIGHT-OF-
WAY LINE, NORTH 56°50'03" WEST, 520.54 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 05°11'51" WEST, 36.94
FEET;

THENCE SOUTH 33°05'31" WEST, 67.00 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 56°51'01" EAST, 87.55 FEET;

THENCE NORTH 33°08'59" EAST, 6.00 FEET;

THENCE SOUTH 56°51'01" EAST, 10.00 FEET;

THENCE SOUTH 33°08'59" WEST, 34.00 FEET;

THENCE SOUTH 56°51'01" EAST, 7.80 FEET;

THENCE SOUTH 33°08'59" WEST, 30.17 FEET;

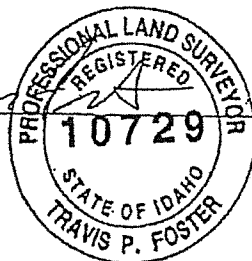
THENCE NORTH 56°51'01" WEST, 105.35 FEET;

THENCE NORTH 33°08'59" EAST, 58.17 FEET TO THE POINT OF BEGINNING:

SAID PARCEL CONTAINS 5970 SQ. FT., MORE OR LESS.

Together with and subject to covenants, easements, and restrictions of record

Travis P. Foster, P.L.S.
End of Description



1/31/07

License No. 10729

PARCEL DESCRIPTION January 31, 2007
PROJECT: CIVIC PLAZA - UNIT 201A RETAIL SPACE NO. 2
PARCEL DESIGNATION: UNIT 201A RETAIL SPACE NO. 2, PER CIVIC PLAZA
CONDOMINIUMS, BK. 85, PAGE 9420, ADA COUNTY
RECORDS

A PARCEL OF LAND BEING A PORTION OF UNIT 201A CREATED THEREBY CIVIC PLAZA
CONDOMINIUMS, BK. 85, PAGE 9420, ADA COUNTY RECORDS, SITUATED IN THE EAST HALF OF
SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION
10;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 10, SOUTH 01°07'10" WEST, 862.32
FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF THE
CITIZENS RIGHT OF WAY;

THENCE LEAVING SAID EASTERLY SECTION LINE AND ALONG SAID NORTHERLY RIGHT-OF-
WAY LINE, NORTH 56°50'03" WEST, 520.54 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 05°11'51" WEST, 36.94
FEET;

THENCE SOUTH 56°51'01" EAST, 251.25 FEET;

THENCE SOUTH 33°08'59" WEST, 67.00 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 33°08'59" WEST, 58.17 FEET;

THENCE NORTH 56°51'01" WEST, 107.00 FEET;

THENCE NORTH 33°08'59" EAST, 11.92 FEET;

THENCE NORTH 56°51'01" WEST, 8.75 FEET;

THENCE NORTH 33°08'59" EAST, 21.00 FEET;

THENCE NORTH 56°51'01" WEST, 8.70 FEET;

THENCE NORTH 33°08'59" EAST, 31.25 FEET;

THENCE SOUTH 56°51'01" EAST, 37.65 FEET;

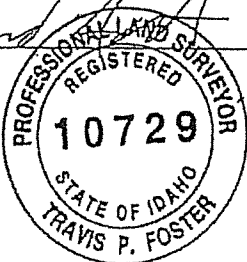
THENCE SOUTH 33°08'59" WEST, 6.00 FEET;

THENCE SOUTH 56°51'01" EAST, 86.80 FEET TO THE POINT OF BEGINNING:

SAID PARCEL CONTAINS 7,074 SQ. FT., MORE OR LESS

Together with and subject to covenants, easements, and restrictions of record

Travis P. Foster, P.L.S.
End of Description



License No. 10729

LEGAL DESCRIPTION OF THE AVENUE A SITE, UNIT 201A RETAIL SPACE NO. 1
AND UNIT 201A RETAIL SPACE NO. 2

Unit 201A Retail Space No. 1 and Unit 201A Retail Space No. 2 as described in that PARCEL DESCRIPTION dated January 31, 2007, attached hereto.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

TOGETHER WITH non-exclusive appurtenant easement rights as set forth in that certain Declaration of Easement (Access) and Easement Agreement recorded on October 8, 2002 under Instrument No. 102115915, of Official Records and as amended in First Amendment to Easement recorded October 1, 2003 under Instrument No. 103166769, of Official Records.

TOGETHER WITH non-exclusive appurtenant easement rights as set forth in that certain Declaration of Easement (Avenue A) recorded on October 9, 2002 under Instrument No. 102116485, of Official Records.

PARCEL DESCRIPTION

January 31, 2007

PROJECT:

CIVIC PLAZA - UNIT 201A RETAIL SPACE NO. 1

PARCEL DESIGNATION:

UNIT 201A RETAIL SPACE NO. 1, PER CIVIC PLAZA
CONDOMINIUMS, BK. 85, PAGE 9420, ADA COUNTY
RECORDS

A PARCEL OF LAND BEING A PORTION OF UNIT 201A CREATED THEREBY CIVIC PLAZA
CONDOMINIUMS, BK. 85, PAGE 9420, ADA COUNTY RECORDS, SITUATED IN THE EAST HALF OF
SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION
10;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 10, SOUTH 01°07'10" WEST, 862.32
FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF THE
CITIZENS RIGHT OF WAY;

THENCE LEAVING SAID EASTERLY SECTION LINE AND ALONG SAID NORTHERLY RIGHT-OF-
WAY LINE, NORTH 56°50'03" WEST, 520.54 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 05°11'51" WEST, 36.94
FEET;

THENCE SOUTH 33°05'31" WEST, 67.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 56°51'01" EAST, 87.55 FEET;

THENCE NORTH 33°08'59" EAST, 6.00 FEET;

THENCE SOUTH 56°51'01" EAST, 10.00 FEET;

THENCE SOUTH 33°08'59" WEST, 34.00 FEET;

THENCE SOUTH 56°51'01" EAST, 7.80 FEET;

THENCE SOUTH 33°08'59" WEST, 30.17 FEET;

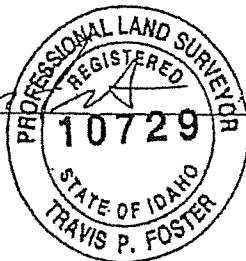
THENCE NORTH 56°51'01" WEST, 105.35 FEET;

THENCE NORTH 33°08'59" EAST, 58.17 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 5970 SQ. FT., MORE OR LESS.

Together with and subject to covenants, easements, and restrictions of record

Travis P. Foster, P.L.S.
End of Description



1/31/07 License No. 10729

PARCEL DESCRIPTION January 31, 2007
PROJECT: CIVIC PLAZA – UNIT 201A RETAIL SPACE NO. 2
PARCEL DESIGNATION: UNIT 201A RETAIL SPACE NO. 2, PER CIVIC PLAZA
 CONDOMINIUMS, BK. 85, PAGE 9420, ADA COUNTY
 RECORDS

A PARCEL OF LAND BEING A PORTION OF UNIT 201A CREATED THEREBY CIVIC PLAZA
CONDOMINIUMS, BK. 85, PAGE 9420, ADA COUNTY RECORDS, SITUATED IN THE EAST HALF OF
SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY,
IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION
10;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 10, SOUTH 01°07'10" WEST, 862.32
FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF THE
CITIZENS RIGHT OF WAY;

THENCE LEAVING SAID EASTERLY SECTION LINE AND ALONG SAID NORTHERLY RIGHT-OF-
WAY LINE, NORTH 56°50'03" WEST, 520.54 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 05°11'51" WEST, 36.94
FEET;

THENCE SOUTH 56°51'01" EAST, 251.25 FEET;

THENCE SOUTH 33°08'59" WEST, 67.00 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 33°08'59" WEST, 58.17 FEET;

THENCE NORTH 56°51'01" WEST, 107.00 FEET;

THENCE NORTH 33°08'59" EAST, 11.92 FEET;

THENCE NORTH 56°51'01" WEST, 8.75 FEET;

THENCE NORTH 33°08'59" EAST, 21.00 FEET;

THENCE NORTH 56°51'01" WEST, 8.70 FEET;

THENCE NORTH 33°08'59" EAST, 31.25 FEET;

THENCE SOUTH 56°51'01" EAST, 37.65 FEET;

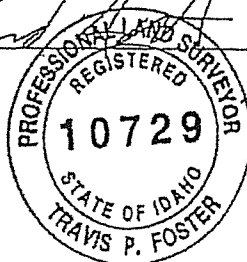
THENCE SOUTH 33°08'59" WEST, 6.00 FEET;

THENCE SOUTH 56°51'01" EAST, 86.80 FEET TO THE POINT OF BEGINNING:

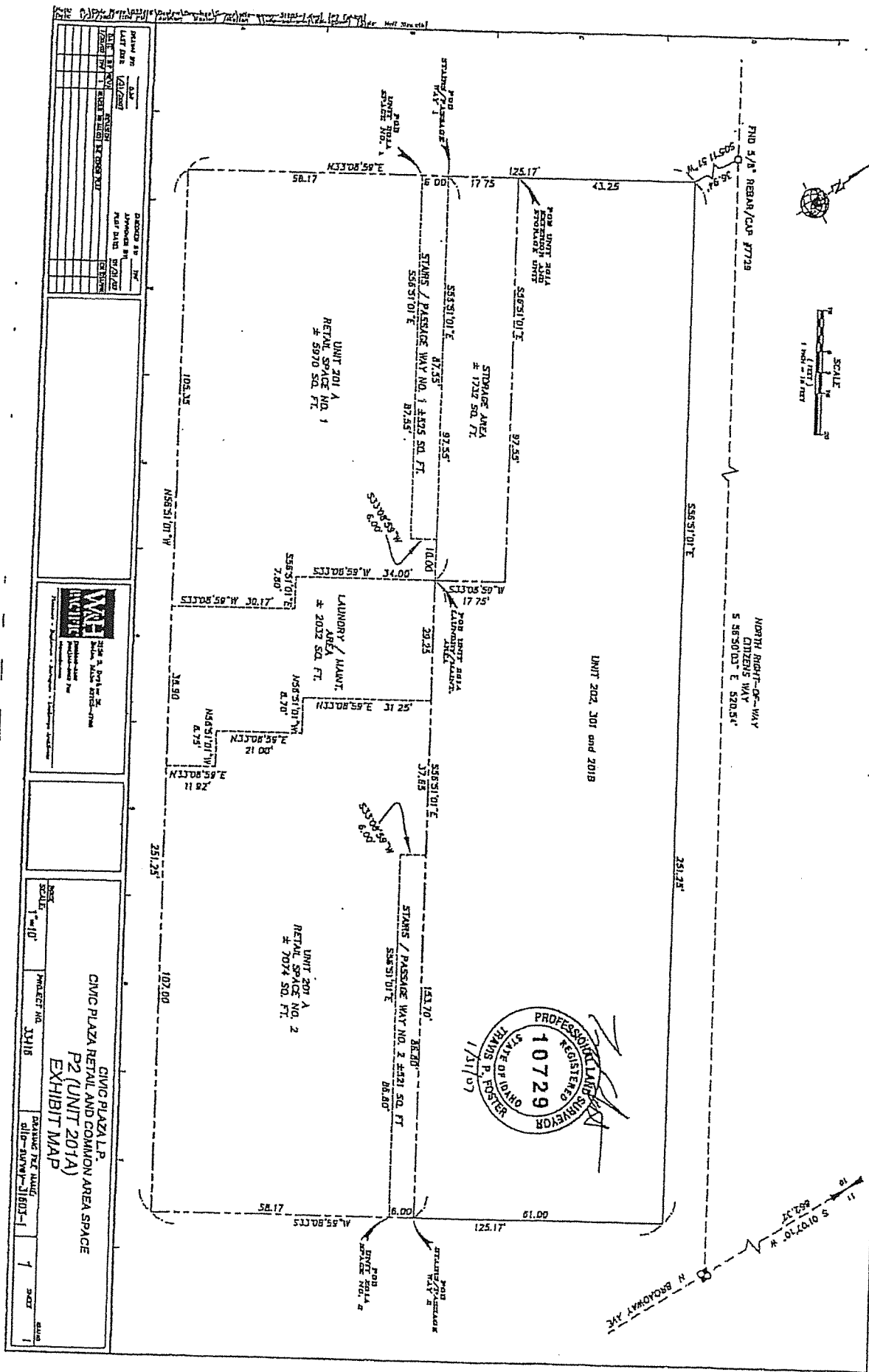
SAID PARCEL CONTAINS 7,074 SQ. FT., MORE OR LESS

Together with and subject to covenants, easements, and restrictions of record

Travis P. Foster, P.L.S.
End of Description



License No. 10729



DATE	1/31/07
BY	THOMAS P. PROCTOR
FOR	CIVIC PLAZA RETAIL AND COMMON AREA SPACE
PROJECT NO.	33418
DRAWING SET NO.	1
SHEET NO.	1

W&H
WILLIAMS & HENNINGSON
INCORPORATED
300 N. BROADWAY, SUITE 100
ANN ARBOR, MI 48106
734.761.1100
www.williams-henningson.com

CIVIC PLAZA L.P.
P2 (UNIT 201A)
EXHIBIT MAP

SCALE: 1"=10'

PROJECT NO. 33418

DRAWING SET NO. 1

SHEET NO. 1

EXHIBIT B
LEGAL DESCRIPTION OF SUBLEASED PROPERTY

4836-9109-3553, v. 6

EXHIBIT B

LEGAL DESCRIPTION OF PRIVATE DEVELOPMENT UNITS

Units 102 and 401 as described on the Plat of Civic Plaza Condominiums, recorded in the real property records of Ada County, Idaho as Instrument No. 102116493; and the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums recorded in the real property records of Ada County as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

TOGETHER WITH non-exclusive appurtenant easement rights as set forth in that certain Declaration of Easement (Access) and Easement Agreement recorded on October 8, 2002 under Instrument No. 102115915, of Official Records and as amended in First Amendment to Easement recorded October 1, 2003 under Instrument No. 103166769, of Official Records.

TOGETHER WITH non-exclusive appurtenant easement rights as set forth in that certain Declaration of Easement (Avenue A) recorded on October 9, 2002 under Instrument No. 102116485, of Official Records.

Legal Description for the Site

Parcel I

This parcel is a portion of the Citizen's Right-of-Way as on file in Book 170 of Deeds at Page 579 in the Office of the Recorder for Ada County, Idaho, is situated in the NE ¼ and the SE ¼ of Section 10, T.3N., R.2E., B.M., Boise, Ada County, Idaho and is more particularly described as follows:

COMMENCING at a brass cap marking the East ¼ corner of said Section 10; thence along the East boundary of said Section 10

South 01°07'10" West 862.32 feet to a point on the Northerly boundary of the said Citizen's Right-of-Way; thence leaving the said East boundary and running along the said Northerly boundary

North 56°50'03" West (formerly North 57°09' West) 1612.91 feet to a point marked by an Idaho Power concrete monument; thence continuing along the said Northerly boundary

North 76°23'06" West (formerly North 76°41' West) 94.02 feet to a point on the Northwesterly right-of-way boundary of Third Street which point is the point of beginning; thence leaving the said Northerly boundary and running along the said Northwesterly right-of-way boundary

South 35°13'41" West 286.53 feet (formerly South 34°54' West 286.76 feet) to a point on a curve on the Northeasterly right-of-way boundary of Front Street as shown on the plans for Federal Aid Project No. DE-0083(802); thence leaving the said Northwesterly right-of-way boundary and running along the said Northeasterly right-of-way boundary Northwesterly 549.63 feet along the arc of a curve to the right having a radius of 3374.09 feet, a central angle of 9°20'36" (formerly a distance of 552.08 feet, a radius of 3384.47 feet and a central angle of 9°20'46") and a long chord which bears

North 50°17'38" West 549.61 feet (formerly North 50°36'16" West 551.45 feet) to a point of tangency; thence continuing along the said Northeasterly right-of-way boundary

North 45°37'20" West 132.64 feet (formerly North 45°55'53" West) to a point on the said Northerly boundary of the Citizen's Right-of-Way; thence leaving the said Northeasterly right-of-way boundary and running along the said Northerly boundary

South 54°40'31" East 116.75 feet (formerly South 55°06' East 117.6 feet) to a point marked by a 3/8" iron pin; thence continuing along the said Northerly boundary

South 76°23'06" East 604.65 feet (formerly South 76°41' East 604.87 feet) to the point of beginning.

Said parcel contains 2.10 acres more or less.

EXHIBIT B

Page 1 of 2

Parcel II

This parcel is a portion of the Citizen's Right-of-Way as on file in Book 170 of Deeds at Page 579 in the Office of the Recorder for Ada County, Idaho, is situated in the E ½ of Section 10, T.3N., R.2E., B.M. Boise, Ada County, Idaho and is more particularly described as follows:

COMMENCING at a brass cap marking the East ¼ corner of said Section 10; thence along the East boundary of said Section 10

South 01°07'10" West 862.32 feet to a point on the Northerly boundary of the said Citizen's Right-of-Way; thence leaving the said East boundary and running along the said Northerly boundary

North 56°50'03" West (formerly North 57°09' West) 66.42 feet to a point on the West right-of-way boundary of Broadway Avenue as shown on the plans for Federal Aid Project No. DE 0083(802); thence along the said West right-of-way boundary

South 01°07'10" West 322.33 feet (formerly South 00°01'19" West) to a point of curve; thence Southwesterly 63.90 feet along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 122°01'50" and a long chord which bears

South 62°08'05" West 52.48 feet to a point of tangency on the Northeasterly right-of-way boundary of Front Street as shown on the said plans for Federal Aid Project No. DE 0083(802); thence leaving the said Westerly right-of-way boundary and running along the said Northeasterly right-of-way boundary

North 56°51'00" West (formerly North 57°09' West) 611.21 feet to the Point of Beginning; thence continuing

North 56°51'00" West (formerly North 57°09' West) 1068.83 feet to a point of curve; thence continuing along the said Northeasterly right-of-way boundary Northwesterly 30.98 feet along the arc of a curve to the right having a radius of 3374.09 feet, a central angle of 0°31'34" (formerly a distance of 30.54 feet, a radius of 3384.47 feet and a central angle of 0°31'01") and a long chord which bears

North 56°35'13" West 30.97 feet (formerly North 56°53'33" West 30.54 feet) to a point on the Southeasterly right-of-way boundary of Third Street; thence leaving the said Northeasterly right-of-way boundary and running along the said Southeasterly right-of-way boundary

North 35°13'41" East 317.00 feet (formerly North 34°54' East 317.21 feet) to a point on the said Northerly boundary of the Citizen's Right-of-Way; thence leaving the said Southeasterly right-of-way boundary and running along the said Northerly boundary

South 76°23'06" East 7.96 feet (formerly South 76°41' East 9.00 feet) to a point marked by an Idaho Power concrete marker; thence continuing along the said Northerly boundary

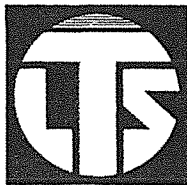
South 56°50'03" East 1092.37 feet (formerly South 57°09' East 1542.28 feet) to a point; thence leaving said northerly boundary

South 35°13'30" West 319.50 feet to the POINT OF BEGINNING.

Said parcel contains 8.07 acres more or less.

EXHIBIT B

PART II – LEGAL DESCRIPTIONS OF THE PRIVATE DEVELOPMENT PARCELS



**TEALEY'S LAND
SURVEYING**

187 E. 50th Street • Garden City, Idaho 83714
(208) 385-0636
Fax (208) 385-0696

Project No.: 2826
Date: September 29, 2011

DESCRIPTION
FOR
PARCEL "4"

A parcel of land being a portion of the East ½ of Section 10, T.3N., R.2E., B.M., Boise, Ada County, Idaho more particularly described as follows:

COMMENCING at a brass cap marking the East ¼ corner of said Section 10; thence along the Easterly boundary line of said Section 10,

South 01°07'10" West 862.24 feet (formerly described as South 01°07'10" West 862.32 feet) to a point; thence leaving said Easterly boundary line,

North 56°50'03" West 520.54 feet (formerly described as North 56°50'03" West 520.54 feet) to a point; thence

South 35°13'30" West 199.42 feet to a point; thence

North 56°51'01" West 44.91 feet to the POINT OF BEGINNING; thence at right angles

South 33°08'59" West 112.00 feet to a point; thence at right angles

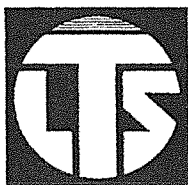
North 56°51'01" West 164.75 feet to a point; thence at right angles

North 33°08'59" East 112.00 feet to a point; thence at right angles

South 56°51'01" East 164.75 feet to the POINT OF BEGINNING:

Said Parcel Contains 18,452 Square Feet , more or less.





**TEALEY'S LAND
SURVEYING**

187 E. 50th Street • Garden City, Idaho 83714
(208) 385-0636
Fax (208) 385-0696

Project No.: 2826
Date: September 29, 2011

DESCRIPTION
FOR
PARCEL "5"

A parcel of land being a portion of the East ½ of Section 10, T.3N., R.2E., B.M., Boise, Ada County, Idaho more particularly described as follows:

COMMENCING at a brass cap marking the East ¼ corner of said Section 10: thence along the Easterly boundary line of said Section 10,

South 01°07'10" West 862.24 feet (formerly described as South 01°07'10" West 862.32 feet) to a point; thence leaving said Easterly boundary line,

North 56°50'03" West 520.54 feet (formerly described as North 56°50'03" West 520.54 feet) to a point; thence

South 35°13'30" West 199.42 feet to a point; thence

North 56°51'01" West 209.66 feet to the POINT OF BEGINNING: thence at right angles

South 33°08'59" West 112.00 feet to a point; thence at right angles

North 56°51'01" West 164.75 feet to a point; thence at right angles

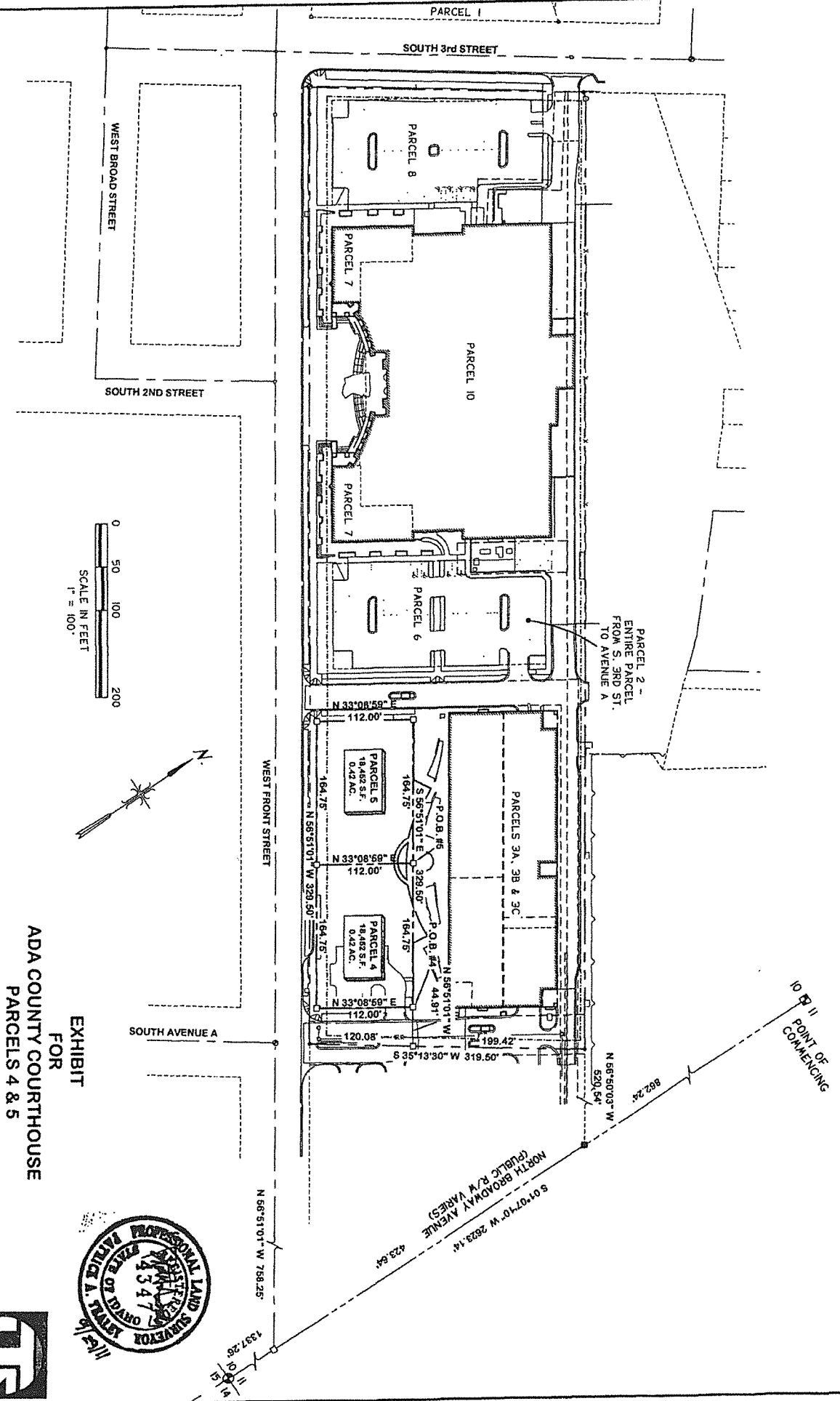
North 33°08'59" East 112.00 feet to a point; thence at right angles

South 56°51'01" East 164.75 feet to the POINT OF BEGINNING:

Said Parcel Contains 18,452 Square Feet , more or less.



2826-Parcels.dwg 09-25-11 11:42:50 dmw:rs



Resolution 1446

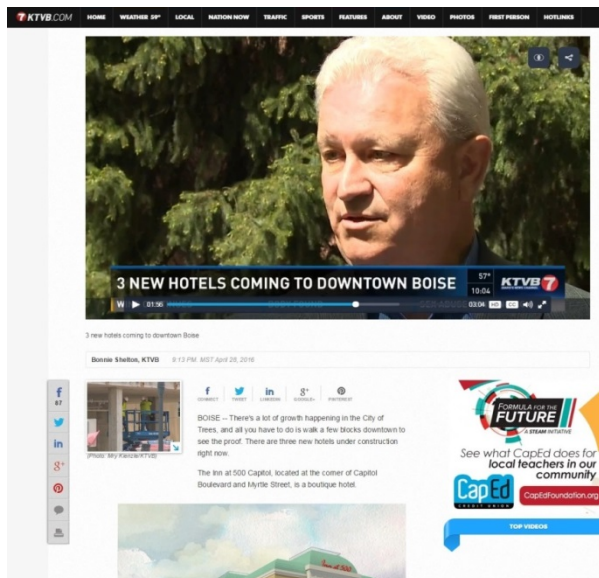
Termination Agreement & Mutual Release





TO: John Hale, Chairman, CCDC Board Executive Committee
FM: John Brunelle, Executive Director
RE: CCDC Operations Report – April 2016

Without a doubt, the milestone of April was this: The financing for the new Boise Centre|East building is complete, along with 23,085,000 more reasons to appreciate the impact CCDC is having on downtown Boise. April 29, 2016 was the closing date, and commissioners Hale, Zuckerman and Shalz joined me in signing the final documents to make this achievement official. The positive economic impact of having this convention center expansion adjacent The Grove Plaza will be felt for years to come.



There was also some media coverage during the month of the three new hotels the CCDC is assisting in our districts. Here's the link to KTVB if you are interested:

<http://www.ktvb.com/news/local/three-new-hotels-under-construction-in-downtown-boise/158779769>

May and June mark a season of change on the CCDC Board of Commissioners. On behalf of the agency employees, I would like to acknowledge the outstanding contributions made by Commissioner Lauren McLean and Commissioner David Eberle. Your leadership and guidance has helped shape the future of downtown Boise, and your work is very much appreciated!

Development Team: Todd Bunderson, Doug Woodruff, Shellan Rodriguez,
Karl Woods, Matt Edmond, Laura Williams & Jay Story

Front & Myrtle Redesign

Boise Elevated is discussing draft RFP with ACHD and ITD officials. Planning to finalize RFP process and publish RFP by the end of May.

Julia Davis Park 5th Street Entrance

Permitting documents submitted to Boise City, ACHD, and ITD 4/19/2016. Tentative schedule by Guho estimates construction to be done in September following geothermal work in August. We have requested completion by 9/9/2016 in time for Art in the Park.

Pioneer Corridor Phase 3 Construction

Punch list created 4/7/2016. Only outstanding item is a trash receptacle on backorder, expected to be installed 5/9/2016. Working with Boise Parks, Public Works, and Idaho Power to resolve an electric meter & billing issue.

PP3: JUMP! /Simplot HQ

Final agreement and resolution on 5/9/2016 Board agenda.

West End SS Standards

City Council approved resolution formally adding streetscape standards to downtown design standards and guidelines 4/19/2016. Working with Elam & Burke on how to address obsolete streetscape standard/elements of continuity attachments in CD, RMOB, WD urban renewal plans.

Brownfield Assessment Grant Application

CCDC submitted a request to EPA on December 18, for a \$400,000 grant to fund a communitywide assessment effort in the 30th Street/West End area. This would be to conduct Phase I and Phase II assessments of potential Brownfield sites and to improve awareness and encourage redevelopment/reinvestment in the area. The grant request had broad support (ACHD, Boise City/Ada County Housing Authority, City of Boise, West Downtown NA, Idaho Conservation League, Idaho Rivers United, Idaho Smart Growth, and Jannus). EPA is expected to notify grant winners sometime this spring. Region 10 grants have not yet been announced as of 5/4/2016.

Bike Rack Infill

Bike rack inventory in progress; to be complete end of May. Working on a strategy to solicit business/user requests for bike racks, also to be complete end of May. In response to requests, installed two bike racks at Mixed Greens on 9th; two more to go in at Boise Rock School on Idaho/14th.

DBIP (DT Boise Implementation Plan) Update

ACHD Commission delayed a decision on the Main/Idaho bike lanes (originally scheduled for 4/27/2016) until after the Jefferson St vacation for St Luke's has been decided (scheduled for 6/22/2016); this would likely be mid-July. DBIP 2016, including conversion of Jefferson St to two-way, will implement the no-build option (bike lanes on Jefferson) unless superseded by the Main/Idaho bike lane decision. Striping of Jefferson would likely occur in September. Additional analysis of 5th & 6th St two-way conversion in progress by ACHD and Kittelson.

Protected Bike Lanes

ACHD Commission delayed a decision on the Main/Idaho bike lanes (originally scheduled for 4/27/2016) until after the Jefferson St vacation for St Luke's has been decided (scheduled for 6/22/2016); this would likely be mid-July. DBIP 2016, including conversion of Jefferson St to two-way, will implement the no-build option (bike lanes on Jefferson) unless superseded by the Main/Idaho bike lane decision. Striping of Jefferson would likely occur in September.

Wayfinding Project

Sea Reach submitted a revised schedule 4/28/2016. Vehicular sign locations to be finalized early May, all legend plans to be finalized by the end of May, and project manual to be finalized end of June.

Update CCDC Streetscape Manual

City Council approved resolution formally adding streetscape standards to downtown design standards and guidelines 4/19/2016. Working with Elam & Burke on how to address obsolete streetscape standard/elements of continuity attachments in CD, RMOB, WD urban renewal plans.

Sustainability and Cultural Investment in Participation Program

Revising participation program to better reflect adopted sustainability and cultural investment policies, and well as new standards in green building such as the Boise City green building code and green globes. Proposed changes to be presented at June board meeting.

13th & River – Riverstone Building – Office/Retail/Dormitory

The Type 1 Participation Agreement will be on May's Consent Agenda for Board approval. The \$3.7 million mixed use project is slated to be completed in late 2016.

5th & Idaho Mixed-Use Apartments

The CCDCs proposed participation will be for a Type 4 Participation Agreement for public park and undergrounding utilities as well as a Type 2 for streetscapes. The Participation Agreements are on the May Agenda for final approval.

617 S. Ash St. (Erma Hayman House)

Preservation Idaho did not receive the \$30,000 grant to renovate and operate the Hayman House. Staff presented a preservation strategy to the Board in March and has had initial meetings with City Arts & History to determine how best to preserve the home including conveying ownership to the City. Staff expects to review a detailed preservation strategy with CCDC Board in coming months.

RHM Company DDA – 620 S 9th Street – The Afton

The development is moving forward and the developer is working through the soil remediation. Costs are higher than expected. The developer asked CCDC to consider additional assistance and has requested a meeting with CCDC leadership on the subject. Staff expects to bring forth a proposal and drafted agreement language in June.

Paulsen Building

The Type 1 Participation Agreement will be on May's Consent Agenda for Board approval. The historic renovation and mixed use project is slated to be completed in the coming months.

Property Development 503 -0647 S. Ash Street

Staff is working on due diligence in order to start the RFQ process, this includes a lot line adjustment, ALTA survey and ESA. Staff has met with brokers and designers who have expressed interest in the property.

Property Development: 5th & Front (Remnant)

This parcel could be used in the proposed adjacent development concept. Disposition options are being explored and an appraisal has been ordered.

Disposition 1401/01403 W. Idaho Street

The project is on schedule. The lot line consolidation has been completed. ID Power will be upgrading utility lines around the site later this month. Local Construct is meeting their schedule of performance and expects to close on the property in late May.

Sturiale Place

The Board approved the T1 Agreement and the project is moving forward.

Clairvoyant Brewery

Staff has been discussing a potential T1 Application with this business owner. The project and application timing is TBD. The applicant has submitted an incomplete application.

River Street – Idaho Self Storage

The Type 1 Participation Agreement will be on May's Consent Agenda for Board approval. The \$3.5 million self-storage project is slated to be completed in the next 30-60 days.

Parking & Facilities Team: Max Clark & Ben Houpt**Capitol Terrace Parking Expansion**

Staff met with a team from TOK who is handling the sale of the Capitol Terrace Retail Units to discuss parking, operations, etc. etc. In the meantime, progress is being made with the re-platting of the garage & retail, and the creation of a new declaration for the condo association.

Exterior Signage for All Garages

With the finalization of the brand name and logo and incorporation into the Brand book, a local sign design company is formulating a scope of work to design the three sign types for

fabrication hopefully this summer. A proposal to rename the parking garages, to be considered May 9th will be the last design feature needing to be resolved. It is hoped that the new signs could be installed prior to the 2016 holiday season.

COB – Downtown Transportation Plan

The City's draft Transportation Action Plan (TAP) is nearly ready for public dissemination. When available we will send you the link to the plan. We are also working on scheduling a short presentation in the near future to you, including how the TAP relates to the Parking Strategic Plan.

Finance Team: Ross Borden, Mary Watson, Joey Chen, & Kevin Martin

GBAD Expansion - Centre Building - Conduit Financing

It's done. CCDC's conduit financing of the Greater Boise Auditorium District's Phase 1-A expansion into the Centre building portion of the multi-structure City Centre Plaza development closed on Friday, April 29. Thirty days after the Board's March 29 Special meeting the various agreements were executed and the Lease Revenue Bonds, Series 2016, in the principal amount of \$23,085,000 were delivered by nominal issuer CCDC to trustee Zions Bank who is acting on behalf of the investors. US Bank underwrote the transaction.

Bond proceeds will be used to fund the purchase of built-to-suit condominium units in the Centre building for use as a new ballroom facility, related kitchen and ancillary facilities along with related soft costs, fixtures and equipment, pay cost of issuance, fund a Capitalized Interest account and fund the Debt Service Reserve Account. 100% of the project will be financed at a fixed interest rate over a 20 year bond term. A public bond sale requires preparation of an Official Statement and obtaining a bond rating. Standard & Poor's Rating Services in February assigned an investment grade "A" "stable" rating on March 2.

The bonds are secured entirely by District room tax revenues. As conduit financier, no Agency revenues are pledged so this debt does not affect the Agency's bonding capacity. Should the District choose to not renew its annual lease at any time during the twenty year term of the bonds – which all parties understand is the District's prerogative – or default on the bonds, the trustee would assume ownership of the financed facilities and seek to secure a new tenant or owner to generate revenue to pay investors. An SEC Continuing Disclosure Undertaking obligates GBAD to provide required information and notice of certain events, should they occur (e.g. payment delinquencies, adverse tax opinions) annually to the disclosure agent Zions Bank for public disclosure.

The Board adopted Resolution 1435, the Bond Resolution, at its March 29 Special Meeting which approved and authorized, among other agreements, the Lease Agreement (Annual Appropriation) between CCDC (lessor) and GBAD (lessee), the Option to Purchase between CCDC (seller) and GBAD (buyer), the Deed of Trust, Fixture Filing and Assignment of Leases and Rents between CCDC (trustor, grantor) and Zions Bank (trustee, beneficiary), and the

assignment to CCDC of the Purchase and Sale Agreement between GBAD (buyer) and KC Gardner Co., LC (developer, seller).

This Phase I-A of the District's three-phase plan to expand and improve its facilities is the only phase in which CCDC will be involved in financing.

- Phase 1-B, estimated at \$6.7 million, consists of condominium units in Level 4 of the adjacent Clearwater building for use as meeting rooms and accessed directly from the Phase 1-A Centre building Level 4 condo units.
- Phase II, estimated at \$6 million, includes an elevated sky bridge spanning the south spoke of the Grove Plaza and connecting concourses constructed on the existing convention center and interposed CenturyLink Arena.
- Phase III, estimated at \$12.5 million, will renovate the existing convention center facility.

The total cost for all phases of the District's expansion is estimated at \$48 million. The District intends to undertake Phases II and III in the future as reserves and cash flow allow.

This was the Agency's first non-refinancing public bond sale (capital markets underwriting transaction) since 2004 when bonds worth \$10.8 million bonds were issued to fund primarily the Myrtle Street parking garage and streetscapes in BoDo.

Central District Sunsetting

The Central District Sunset Working Group will meet again on May 12 to continue formulating the Agency's first urban renewal sunsetting plan for its first urban renewal district. While the formal termination date is December 31, 2017, the Agency will receive property tax increment revenue assessed in Calendar Year 2017 then distributed in CY 2018. Because of that, Central's practical sunset date is the end of the Agency's Fiscal Year 2018 on September 30, 2018.

The most important issues identified so far are:

- Tax increment revenue investment pre-Fiscal Year 2018 end.
- Tax increment revenue to the taxing districts post-termination.
- Post-termination ownership of Agency-owned Central District assets:
 - Streetscapes
 - 8th Street from Bannock to Main
 - The Grove Plaza including north, south and west spokes
 - Four of the Agency's six parking garages: Capitol Terrace, Eastman, City Centre, Boulevard

Board Chairman Hale also chairs this Working Group. Other members include Commissioner Eberle, Executive Director John Brunelle, Jade Riley from Boise city, Agency counsel Ryan Armbruster and Agency Development, Parking & Facilities and Finance staff. The Board will receive regular updates as the termination plan comes together.

FY 2016 Q2 YTD Financial Report

FY2016 Q2 Year-to-Date Financial Report has been compiled after the month of March was closed. It will be presented to the Executive Committee and included in the Board packet in advance of the Board's Regular Meeting on May 9.

Risk-Based Cycling Review, Year 2 of 3: IT Security

This year's Risk-Based Cycling Review has been launched under the direction of Controller Joey Chen. Audit firm Eide Bailey LLC was competitively-selected to conduct the Agency's three year RBCR / 'Agreed Upon Procedures' program. This Year 2 review will examine Agency computer system policies and procedures including conformity of security protocols, internal control practices, network and remote access security, communications policy & security including email, public records retention and recovery, and disaster planning and recovery. The final report will be presented to the Executive Committee and Board this summer.

Year 1 reviewed the Parking Operator's internal controls, policies and procedures on the heels of the installation of the new automated parking garage access control system. Year 3 will review accounting and contract management policies, internal controls, conformity to best practices and documentation.

Budget Development: FY 2016 Amended and FY 2017 Original

The process to amend the current year budget and develop next year's budget formally began at the May 3rd Team meeting. Controller Joey Chen distributed a timeline and forms to document required or desired changes – such as to the responsive, flexible Capital Improvement Plan (CIP) – to the FY 2016 budget and to build the foundation for the FY 2017 budget. The budget development calendar has staff working in May and June to develop drafts for Executive Director review, the Executive Committee will review and comment on refined versions in July, then the full Board has the opportunity to review and comment at its regular August meeting to allow for changes to be made and final adoption at a late August Special Board meeting. The Amended and Original budgets must be adopted by Resolution prior to September 1.

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

Broad Street – LIV District Public Infrastructure Improvement Project

For Construction Manager / General Contractor (CM/GC) services:

Request for Qualifications Issued: December 8

Pre-Proposal Meeting: December 15

Submissions Due: January 7

Interviews: January 25

Board Decision: February 8

Status: Contract with Guho Corp executed March 28; CM services well underway.

Pioneer Pathway, Phase 3 of 3 (River Street to Greenbelt)

Invitation to Bid Issued: August 24

Bids Opened: September 10

Board Awards Contract: September 23

Contract Awarded to: Pusher Construction, Inc.

Bid Amount: \$595,600

Status: Substantial Completion February 15. Final walk-thru pending installation of one garbage receptacle. Final Completion projected to come in under bid by \$705.

CONTRACTS ACTIVITY

The Grove Plaza – Operations and Maintenance Agreement with the City of Boise to manage Grove Plaza storm water.

8th Street Sidewalk Licensing – new Patio Licenses for the property owners of The Mode Building, The Fidelity Building, and The Bannock Building.

Front Street Remnant Parcel – Task Order with Mountain States Appraisal and Consulting for a market-value commercial land appraisal for the CCDC-owned property located on Front Street between 5th and 6th Streets.

Trailhead – Services Agreement with American Cleaning Service Company for window cleaning at the Trailhead entrepreneurial resource center.

Eastman Garage – Review of the Condominium Declarations and consultation regarding use of common and limited-common areas, signage, and fencing.

Brick by Brick Program – Amendment 2 with Worrell Communications to perform a second media buy/campaign to increase awareness of the engraved brick program at the Grove Plaza and to increase engraved brick sales.

The Grove Plaza – Amendment 1 with Fundraisers Ltd. to add and replace/engrave 149 first generation brick pavers on the north spoke of the Grove Plaza.

Ash Street Properties – Task Order with The Land Group to provide an ALTA Survey of CCDC-owned properties on Ash Street including all but the Hayman House lot for use in-house and for prospective development deals.

West End Strategic Services – Task Order Amendment to expand fees for daily updates and maintenance of the West End website.

1401 W. Idaho DDA – Audit insurance certificates for DDA-required coverage; work with underwriting company for corrections per contract.

The Grove Plaza – Builder's Risk Insurance / Additional Insurance coverage proposal vs. contract.

Central / CCDC Work – Task Order with Valley Landscaping to install benches and bicycle racks and to move CCDC property from Watercooler property.

8th Street Corridor – Task Order with CTY Studio for the design and planning of the 8th Street Corridor and surrounding blocks to integrate public, artistic and cultural improvements. The goal is to develop identity and provide place-making strategies emphasizing the social and natural amenities of the area.

8th Street Dome Repair – Task Order with Capitol Landscaping to repair and/or replace truncated domes on 8th Street for pedestrian safety and aesthetics enhancement.

8th & Bannock Street – Task Order with Gingerich Site and Underground to repair/replace irrigation lines on Bannock beginning at 8th Street, toward Capitol Blvd. due to water intrusion into the vaults under site area.

West End Update

Prepared by Jay Story

1. City Exchange Completed

On April 1st, the City of Boise and LocalConstruct completed a property exchange whereby LocalConstruct obtained a 5.8 acre development parcel in the West End and the City of Boise obtained the 20 acre Spaulding Ranch. As a part of the exchange, a development agreement on the West End parcel requires several important items: housing, a mix of uses, increased connectivity, a timeline for performance, and conceptual approval from City Council. This development will be catalytic for other projects within the West End, and it is exciting to watch this property take shape.

2. VPNA Annual Meeting

The Veterans Park Neighborhood Association held its annual meeting in April to update its members on the positive activities within the neighborhood. Boise City gave an update on Esther Simplot Park construction, plans for Phase II of the Boise River Park, and the status of a successful Neighborhood Reinvestment Grant, which obtained additional playground equipment at Fairview Park. ACHD gave an update on planned changes along State Street and other right of way improvements. Lastly, Jay Story gave an update on development activities.

3. Boise Marine Finishing Up Environmental Assessment

As the City helps the West End revitalize, it has continued work with DEQ and Terragraphics to complete needed Phase II environmental work at the Boise Marine site. In the coming months, this environmental assessment work will be complete and the property will be ready for redevelopment.

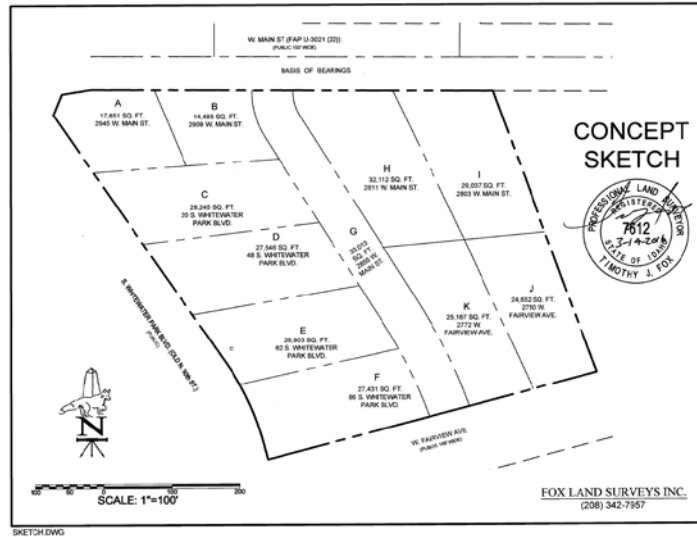
4. Rudy comes to the West End

Although the North End neighborhood is sad to lose Jim's Coffee Shop along with the iconic chicken, Rudy, on its roof, the West End is happy to see Rudy's new perch atop the Capri Restaurant!

Supplemental information on following pages.

Supplemental Information

1. Boise City and Local Construct Complete Exchange West End Parcel



Spaulding Ranch



2. VPNA Annual Meeting

Esther Simplot Progress Photos



3. Boise Marine Site



4. Rudy Comes to the West End



Financial Summary

30th Street Revitalization Plan	Budget	Actuals	Through May (est)
Building the Team	\$75,000	\$43,750	\$50,000
Other (professional services, office supplies, etc.)	\$10,000	\$6,188	\$6,188
Architecture & Planning	\$25,000	\$0	\$0
Property Owner /Investor/Developer Outreach	\$40,500	\$3,208	\$3,208
Mapping	\$1,000	\$0	\$0
Building a Presence	\$16,000	\$7,383	\$7,383
Mileage & Expenses	\$2,500	\$0	\$0
Total:	\$170,000	\$60,528	\$66,778



AGENDA BILL

Agenda Subject: Parking Strategic Plan Summary & Next Steps		Date: May 9, 2016
Staff Contact: Max Clark, Parking & Facilities Director	Attachments: Draft Parking Strategic Plan Summary Link to the Parking Strategic Plan (below) Link to City of Boise’s Transportation Action Plan (below) Link to Mobility Lab video called “What is TDM?” (below)	
Action Requested: No action requested. This is informational only.		

Fiscal Notes:

There is no fiscal consequence to discussion about this item. However, portions of the strategic plan may impact staff work initiatives and the FY17 budget.

Background:

The Downtown Boise Parking Strategic Plan was introduced to the Board on February 8, 2016. The plan and appendices can be accessed via this link:

ccdcboise.com/parking/2016-downtown-parking-strategic-plan

After a month to review the document, it was again discussed at the March 14th Board meeting. At that meeting the Board made two requests: that the plan be summarized for easier dissemination/digestion; and that the City Council review the plan as soon as possible.

Working with our consultant Kimley-Horn, staff then created the attached two-page plan summary. It contains highlights from the strategic plan, plus a proposed action plan/timeline to guide our work towards addressing the challenges and opportunities described in the plan. The summary was reviewed and approved by the Mobility Steering Committee on March 29th.

CCDC staff co-presented the plan and plan summary to the City Council on April 5th, and again on April 12th. The Council was receptive towards the plan, with their only direction being a preference to move the development of an area "Transportation Management Organization" earlier than has been indicated on the action plan.

Staff is available to review the summary plan or full plan if the Board desires. We are presenting it now as a refresher prior to next month's Board meeting. At that meeting (June 13) City staff will provide a brief overview of the recently released Transportation Action Plan (TAP). These two plans are well aligned and supportive of one another. The TAP can be previewed at: http://pds.cityofboise.org/media/413915/151221_BoiseTAP_DRAFT.pdf

Finally, for your information only, the following two minute video was recently released by Mobility Lab out of Arlington Virginia. Mobility Lab is a source of research and best practices for advocates to increase awareness and education about more and advanced transportation options for people. Much of our work in the next few years can be categorized as "Transportation Demand Management", or TDM.

"What is TDM? Shaping a new era of transportation options:"

<https://www.youtube.com/watch?v=4w-ZUBeGdns&feature=youtu.be>

Staff Recommendation:

Accept the draft Downtown Boise Parking Strategic Plan Summary; and be prepared for further discussion and possible prioritization of work plan items on June 13th.

<p>Suggested Motion: I move to accept the Parking Strategic Plan Summary; and to direct staff to bring it back for further discussion and possible prioritization of work plan items on June 13th.</p>
--

Parking Strategic Plan

Summary (Draft)

Strategic Plan Background and Context

- ◆ Boise is booming again! Development activity is expanding. The economy is growing and diversifying. This is good news.
- ◆ Our top priority is to plan for that success to avoid challenges with traffic/congestion and parking
- ◆ The parking programs in downtown Boise (both on and off-street) are well managed and have a strong base of infrastructure that has been well maintained.
- ◆ Recently made investments in new technology provide enhanced capabilities to offer new customer services and more flexibility in crafting creative programs to meet the new challenges ahead.
- ◆ CCDC's effective strategy of leveraging parking development as a tool to remove development barriers and create a compact, walkable urban environment, while simultaneously stimulating targeted development projects, remains a priority.
- ◆ However, change is coming. 2018 will bring the sunseting of the first of Boise's four urban renewal districts (The Central District). The pending sunseting of these districts and the tax increment funding they provide prompted how the CCDC and the City handle parking management and the development of parking infrastructure as urban renewal and economic development tools.
- ◆ The full version of the Parking Strategic Plan can be found at: ccdcboise.com/parking/2016-downtown-parking-strategic-plan

Strategic Plan Vision

- ◆ Parking downtown will evolve from a stand-alone function to an integral part of an "integrated access management" system.
- ◆ Embrace a wide range of mobility management options to mitigate parking demand overall while enhancing and improving transportation options for all.
- ◆ The City, CCDC and private sector partners adopt a "blended strategy" that merges management of assets and resources to better impact economic development and mobility.

Strategic Plan Priorities

The Parking Strategic Plan recommends the following priority focus areas going forward:

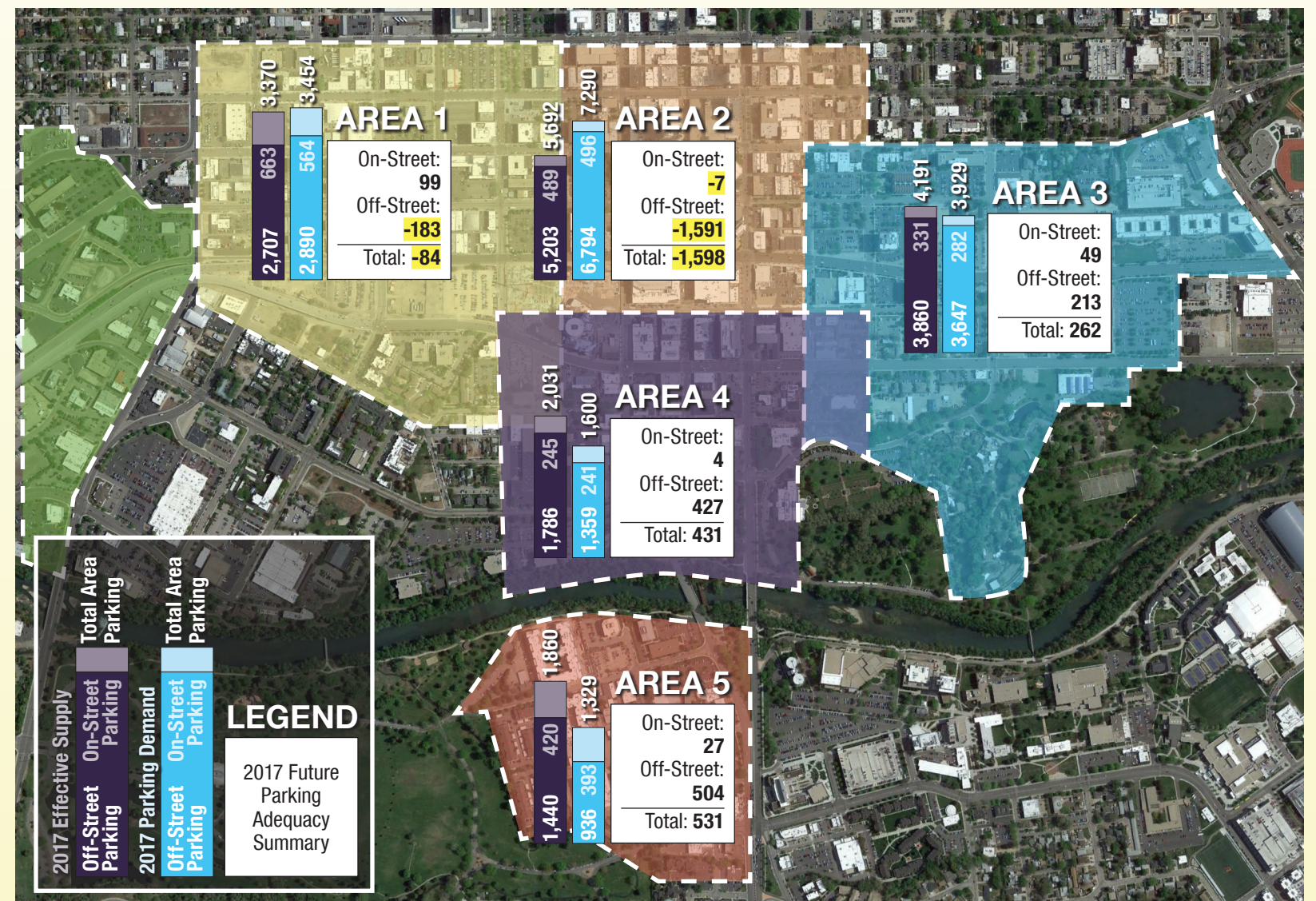
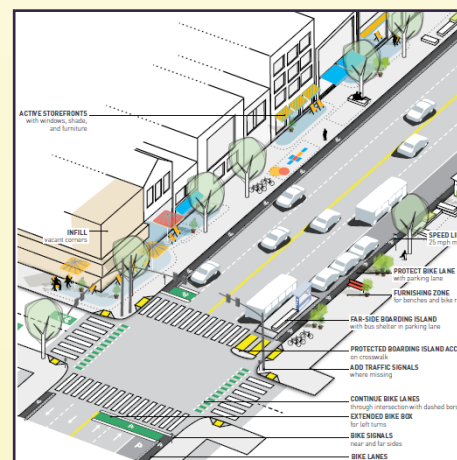
1. Review Program Organization, Management and Technology
2. Maximize Utilization of Existing Parking Resources
3. Increase Utilization of Alternative Forms of Transportation
4. Implement Demand Based Parking Pricing Strategies
5. Review Parking Development and Regulations
6. Create Additional Parking

Integration with the City's Transportation Action Plan

The Parking Strategic Plan and the City of Boise's Transportation Action Plan will align and support one another. Even at this early stage, the two plans are well matched in terms of philosophical approach and initial recommendations.

Parking Supply/ Demand Update

With the significant increase in development activity, a new assessment of parking supply/ demand conditions was undertaken to inform the formulation of this plan. As seen in the map at right, parking surpluses exist in Downtown's outlying areas, while a deficit exists in the central urban core. To address this imbalance in the short term, the City and CCDC are coordinating a demand-based strategy between structured and on-street parking assets, while planning for the creation of new facilities in the future.



The Path Forward

The table below contrasts CCDC’s economic development approach with a more focused mobility management approach and advocates a blending of these two important strategic concepts.

Characteristic	Economic Development Focused	Mobility Focused	Blended Strategy
Garage Locations	Centrally located near main business areas to support policies of no parking requirements in downtown core and urban design goals (walkable mixed-use environment).	Located on periphery to facilitate mode transition, reduce traffic in DT core, promotion of alternative modes and support increase in garage size.	Combination of core and peripheral locations and support for multiple modes. Long-term focus to include development of TOD corridors.
Rate Level	Low, to attract customers to district businesses.	High, to encourage people to use alternate means of transportation.	Performance-based pricing approach – higher rates in high-demand areas, support for TDM programs, support for “Park Once” strategies including DT circulator and other alternative modes.
Use of Parking Revenue Proceeds	Garage operation, maintenance, capital improvements and replacing worn infrastructure. Then for other agency economic development related initiatives like streetscapes, development agreements, etc. Support DBA programs.	Facilitate TDM initiatives in garages; partial funder of circulator between garages.	Needs to support increased revenue streams to support transportation system growth and development. As TIF districts sunset, parking development responsibility shifts more to private sector with a gradual escalation of parking rates over time and an increase in alt modes funding.
Garage Design	Single occupant vehicle focus. Mixed-use facility design.	Multi-modal focused: areas for transfers between modes; bike storage; car & van pool priority parking.	Combination of mixed-use design, maximizing shared use potential, supports condominiumization/public-private investment.
Garage Ownership	Publicly owned for general public use.	Mix of public and private. Some public facilities could be sold to finance future TDM programs and new public/private parking facilities.	A noted increase in the use of public-private partnerships, designed for maximizing shared use.
Financing	Primarily TIF for development. Direct parking revenues for operational needs.	Increase in private sector financing. Leverage parking operational revenues to support investment in alternative modes.	Potential for public asset divestment for reinvestment purposes. Increase in private sector financing, including potential reintroduction of parking requirements, LIDs or other creative financing options.



City of Boise Parking Meter Rate Zones

The new parking meter zones are designed to maximize the use of public parking resources by providing increased short term parking in core locations, longer term parking in garages and surface lots and creating more economical on-street parking in perimeter areas.

Recommended Action Plan/Timeline

The following graphic summarizes the primary strategic plan action items in a high-level timeline to identify logical sequencing of report recommendations and program development initiatives going forward.

2016				2017				2018			
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<ul style="list-style-type: none">Review Study DraftCCDC Board ApprovalPresent to City CouncilFinalize StudyFinalize New Parking Brand	<ul style="list-style-type: none">Review On-Street Program Tools (Page 35 and Appendix B1 and B2)Review Off-Street Best Practices (Appendix K1)Implement Off-Street Parking Reallocation (CCDC Agenda Bill 2/8/2016)Implement Pedestrian Safety Recommendations (Page 23)Review Peer Cities Research for Potential Strategies (Pages 19 – 22)	<ul style="list-style-type: none">Finalize New Parking Signage DesignFinalize Parking Garage Design Standards Update (Page 18)Complete Parking Rate AnalysisDevelop “Prioritization Framework” (Page 28)Develop Mode Share Baseline Metrics (Page 30)Develop Remote Parking Options (Page 36)	<ul style="list-style-type: none">Integrate TAP with Parking Plan (Page 26)Create “Travel Options Consortium” (Page 37)Develop Overall Mobility Management. Action Plan (Pages 37 and 38)Plan for Next Parking Garage (Page 41)Identify TDM Program Funding Strategies (Page 41)	<ul style="list-style-type: none">Annual Review of Parking Rate Coordination (Page 39)Complete Detailed Parking Regulatory Policy Review (Page 40)Install New Signage (Page 35)	<ul style="list-style-type: none">IPI Program Accreditation (Page 18)Strategies to Improve Private Parking Utilization (Page 36)Create Car Sharing Policies (Page 28)Create Emergency Preparedness Manual (Page 34)Advance Locally Preferred Transit Alternatives (Page 28)	<ul style="list-style-type: none">Finalize Central District Sunset Plan (Page 40)Finalize Future Garage Financing Strategies (Page 41)Develop Comprehensive TDM Program Scope including defined “First & Last Mile” Strategies (Page 37)	<ul style="list-style-type: none">Introduce New TDM Program (Page 37)Begin Development of Access Management Public Education Campaign (Page 37)	<ul style="list-style-type: none">Annual Review of Parking Rate Coordination (Page 39)Develop Alleyway Enhancement Plan (Page 28)Develop Enhanced Shared Mobility Strategies (Page 29)	<ul style="list-style-type: none">Street Quality Enhancements (Page 28)Enhance Downtown Bike Network and Connectivity (Pages 28 and 30)	<ul style="list-style-type: none">Roll Out Community-Wide Access Management Education/ Research Website (Mobility Lab Model) (Pages 30 and 31)	<ul style="list-style-type: none">Promote “Park Once” Strategies (Pages 28 and 30)Plan and Fund Next Parking Garage (Page 41)
<p>Primary Responsibility: Blue = CCDC Green = Boise City Purple = Shared*</p> <p>Page numbers refer to the Downtown Boise Parking Strategic Plan located at: ccdcboise.com/parking/2016-downtown-parking-strategic-plan/</p>											

*Could also involve VRT, ACHD, BSU, and other partners.