

CAPITAL CITY DEVELOPMENT CORPORATION  
Board of Commissioners Meeting  
Conference Room, Fifth Floor, 121 N. 9th Street  
June 12, 2017 12:00 p.m.  
A G E N D A

I. **CALL TO ORDER**..... Vice-Chair Zuckerman

II. **AGENDA CHANGES/ADDITIONS**..... Vice-Chair Zuckerman

III. **CONSENT AGENDA**

- A. Expenses
  - 1. Approval of Paid Invoice Report – May 2017
- B. Minutes and Reports
  - 1. Approval of Meeting Minutes from May 8, 2017
- C. Other
  - 1. Approve Resolution 1493: Approval and Adoption of Public Records Request Fee Schedule
  - 2. Approve Resolution 1494: Approval of the Type One Participation Agreement with Energreen Development Company, LLC [*Designation 5-8-2017, NTE \$150,000*]
  - 3. Approve Resolution 1499: Ratifying Sole Source Expenditure for Emergency Repairs to 10<sup>th</sup> & Front Garage [*\$39,332*]

IV. **ACTION ITEM**

- 12:05 A. PUBLIC HEARING: Removal of Downtown Boise Streetscape Standards and Elements of Continuity Attachments from Central, River Myrtle – Old Boise, and Westside Downtown Urban Renewal Plans (10 mins.) .....Vice-Chair Zuckerman
- 12:15 B. CONSIDER: Resolution 1495 Removing the Downtown Boise Streetscape Standards and Elements of Continuity Attachments from Urban Renewal Plans (5 mins.) ..... Matt Edmond
- 12:20 C. CONSIDER: Resolution 1496 Updating the Cooperative Agreement with Idaho Transportation Department for Front and Myrtle Resurfacing Project (5 mins.) ..... Matt Edmond
- 12:25 D. CONSIDER: 11<sup>th</sup> & Myrtle – Pioneer Corner – Type Four Participation Agreement Designation with BVGC Parcel B, LLC (5 min.) ..... Matt Edmond
- 12:30 E. CONSIDER: Resolution 1498: Adopting New Procurement Policy (10 min.) ..... Mary Watson
- 12:40 F. CONSIDER: 1420 Front Street – Verraso - Type One Participation Agreement Designation with Envision 360, Inc. (5 min.) ..... Laura Williams
- 12:45 G. CONSIDER: 3200 Moore Street - Sandhill Crane - Type One Participation Agreement Designation with Boise City Ada County Housing Authority (5 min.) ..... Shellan Rodriguez

V. **INFORMATION/DISCUSSION ITEMS**

- 12:50 A. CCDC Alley Program, Utility Underground 5<sup>th</sup> to 3<sup>rd</sup> between Main and Idaho (5 mins.) .... Matt Edmond
- 12:55 B. Operations Report (5 mins.).....John Brunelle

VI. **EXECUTIVE SESSION**

*Deliberate regarding acquisition of an interest in real property which is not owned by a public agency; consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and 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 Section 74-206(1)(c),(d) and (f)].*

VII. **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).*



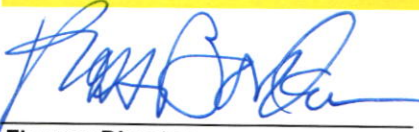


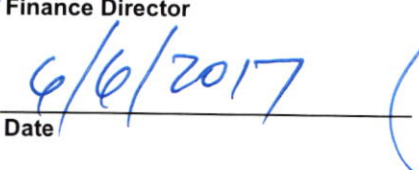
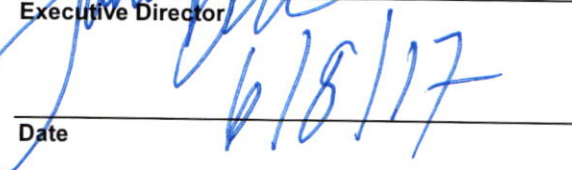
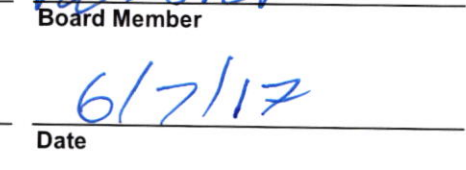
**Paid Invoice Report**

For the Period 05/01/2017 through 05/31/2017

| Payee                      | Description                                  | Payment Date | Amount       |
|----------------------------|--|--------------|--------------|
| <b>Payroll:</b>            |  |              |              |
| EFTPS - IRS                | Federal Payroll Taxes                        | 5/10/2017    | 12,325.44    |
| Idaho State Tax Commission | State Payroll Taxes                          | 5/10/2017    | 2,309.00     |
| CCDC Employees             | Direct Deposits Net Pay                      | 5/10/2017    | 30,249.20    |
| PERSI                      | Retirement Payment                           | 5/10/2017    | 10,659.93    |
| EFTPS - IRS                | Federal Payroll Taxes                        | 5/24/2017    | 12,334.86    |
| Idaho State Tax Commission | State Payroll Taxes                          | 5/24/2017    | 2,311.00     |
| CCDC Employees             | Direct Deposits Net Pay                      | 5/24/2017    | 30,266.81    |
| PERSI                      | Retirement Payment                           | 5/24/2017    | 10,665.13    |
|                            | Total Payroll Payments:                      |              | 111,121.37   |
| <b>Checks and ACH</b>      |  |              |              |
| Various Vendors            | Check and ACH Payments Issued (See Attached) | May 2017     | 2,206,399.67 |
|                            | Total Paid Invoice, Reported Payments:       |              | 2,206,399.67 |

**Total Cash Disbursements: \$ 2,317,521.04**

**I (Finance Director/Executive Director/Board Member) have reviewed and approved all cash disbursements in the month listed above.**

|  |  |   |
|--|--|---|
|  |  |  |
| Finance Director   | Executive Director   | Board Member  |
|  |  |  |
| Date   | Date   | Date  |

Report Criteria:  
Detail report type printed

| Vendor Number | Name                       | Invoice Number | Description                  | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|------------------------------|--------------|--------------|--------------|------------------|
| 3659          | Ada County                 | APRIL 2017     | April 2017 Master Ground     | 04/20/2017   | 10,242.00    | 62396        | 05/01/2017       |
|               |                            | APRIL 2017     | April 2017 Surplus Ground    | 04/20/2017   | 11,746.00    | 62396        | 05/01/2017       |
|               |                            | GROUND LE      | In Full Satisfaction and Acc | 05/26/2017   | 170,235.00   | 62449        | 05/30/2017       |
|               | Total 3659:                |                |                              |              | 192,223.00   |              |                  |
| 1058          | Ada County Highway Distri  | 14270          | 5th & 6th Two Conversion     | 04/26/2017   | 40,000.00    | 62413        | 05/08/2017       |
|               | Total 1058:                |                |                              |              | 40,000.00    |              |                  |
| 1097          | Advanced Sign Design       | 62708-IN       | EV Charging Stations Sign    | 04/12/2017   | 1,160.00     | 62414        | 05/08/2017       |
|               |                            | 62709-IN       | Suicide Prevention Sign      | 04/12/2017   | 3,083.00     | 62397        | 05/01/2017       |
|               | Total 1097:                |                |                              |              | 4,243.00     |              |                  |
| 1139          | American Cleaning Service  | 58321          | Hampton Inn - Garge Black    | 04/30/2017   | 266.00       | 62429        | 05/25/2017       |
|               | Total 1139:                |                |                              |              | 266.00       |              |                  |
| 3838          | American Fire Protection L | 9131           | Frozen Fire System Pipe S    | 04/30/2017   | 843.75       | 62430        | 05/25/2017       |
|               |                            | 9349           | Monthly pump inspection &    | 04/03/2017   | 185.00       | 62415        | 05/08/2017       |
|               |                            | 9815           | Monthly pump inspection &    | 04/30/2017   | 185.00       | 62430        | 05/25/2017       |
|               | Total 3838:                |                |                              |              | 1,213.75     |              |                  |
| 1316          | Blue Cross of Idaho        | 1712300000     | Health Insurance - May 20    | 05/01/2017   | 18,957.33    | 62431        | 05/25/2017       |
|               | Total 1316:                |                |                              |              | 18,957.33    |              |                  |
| 1331          | Boise Centre               | 8227-IN        | Snow Removal JAN17 & F       | 03/31/2017   | 2,421.95     | 62398        | 05/01/2017       |
|               |                            | 8228-IN        | Grove maintenance fee - A    | 04/01/2017   | 2,458.33     | 62416        | 05/08/2017       |
|               |                            | 8232-IN        | Snow Removal - FEB17         | 04/30/2017   | 225.00       | 62416        | 05/08/2017       |
|               |                            | 8233-IN        | Grove maintenance fee - M    | 05/01/2017   | 6,922.00     | 62432        | 05/25/2017       |
|               | Total 1331:                |                |                              |              | 12,027.28    |              |                  |
| 1385          | Boise City Utility Billing | 0447416001     | 848 Main St # 0447416001     | 05/01/2017   | 6.65         | 10410        | 05/26/2017       |
|               |                            | 0548690024     | CD 107 S 9th-Trash servic    | 05/01/2017   | 231.32       | 10410        | 05/26/2017       |
|               |                            | 0548690024     | RM 107 S 9th-Trash servic    | 05/01/2017   | 157.30       | 10410        | 05/26/2017       |
|               |                            | 0548690024     | WS 107 S 9th-Trash servic    | 05/01/2017   | 74.02        | 10410        | 05/26/2017       |
|               |                            | 0589412001     | 617 S. Ash Street -2127      | 04/01/2017   | 7.64         | 62399        | 05/01/2017       |
|               |                            | 0589412001     | 617 S. Ash Street -2127      | 05/01/2017   | 445.75       | 62433        | 05/25/2017       |
|               | Total 1385:                |                |                              |              | 922.68       |              |                  |
| 1448          | Boise Valley Economic Prt  | 5773040        | BVEP Annual Dues 5/201       | 04/30/2017   | 20,000.00    | 10384        | 05/03/2017       |
|               | Total 1448:                |                |                              |              | 20,000.00    |              |                  |
| 3712          | Car Park                   | MARCH 201      | 9th & Main - Eastman         | 03/31/2017   | 22,550.29    | 10392        | 05/02/2017       |
|               |                            | MARCH 201      | Capitol & Main - Cap T       | 03/31/2017   | 30,886.79    | 10392        | 05/02/2017       |
|               |                            | MARCH 201      | 9th & Front - City Centre    | 03/31/2017   | 31,773.41    | 10392        | 05/02/2017       |
|               |                            | MARCH 201      | 10th & Front - Grove         | 03/31/2017   | 26,079.75    | 10392        | 05/02/2017       |
|               |                            | MARCH 201      | Capitol & Front - BLVD       | 03/31/2017   | 13,454.88    | 10392        | 05/02/2017       |

| Vendor Number | Name                     | Invoice Number | Description                 | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|--------------------------|----------------|-----------------------------|--------------|--------------|--------------|------------------|
|               |                          | MARCH 201      | Capitol & Myrtle - Myrtle   | 03/31/2017   | 19,939.42    | 10392        | 05/02/2017       |
|               | Total 3712:              |                |                             |              | 144,684.54   |              |                  |
| 3857          | Carew Co                 | 2117           | ParkBOI Website Design      | 04/23/2017   | 2,900.00     | 62400        | 05/01/2017       |
|               | Total 3857:              |                |                             |              | 2,900.00     |              |                  |
| 3898          | Carver Thornton Young (C | 17-0502        | 8th Street Corridor Const.  | 04/30/2017   | 4,070.50     | 10401        | 05/26/2017       |
|               | Total 3898:              |                |                             |              | 4,070.50     |              |                  |
| 1556          | Caselle Inc.             | 79659          | Contract support - May 201  | 05/01/2017   | 787.33       | 62401        | 05/01/2017       |
|               | Total 1556:              |                |                             |              | 787.33       |              |                  |
| 2810          | CenturyLink              | 1403905992     | Grove - Data Service        | 04/01/2017   | 757.68       | 62417        | 05/08/2017       |
|               | Total 2810:              |                |                             |              | 757.68       |              |                  |
| 3972          | CMYK Grafix              | N2586          | Grove Plaza Signs           | 04/18/2017   | 595.84       | 62402        | 05/01/2017       |
|               | Total 3972:              |                |                             |              | 595.84       |              |                  |
| 3947          | Crane Alarm Service      | MAY 2017       | Fire Alarm System - Monito  | 05/01/2017   | 25.00        | 62418        | 05/08/2017       |
|               | Total 3947:              |                |                             |              | 25.00        |              |                  |
| 1703          | CSHQA                    | 29623          | Final Design, Construction  | 03/31/2017   | 4,749.61     | 10385        | 05/03/2017       |
|               |                          | 29624          | Garage Signage              | 03/31/2017   | 1,507.85     | 10385        | 05/03/2017       |
|               |                          | 29625          | Central district infrastruc | 04/01/2017   | 2,407.19     | 10402        | 05/26/2017       |
|               |                          | 29745          | Central district infrastruc | 04/30/2017   | 14,052.98    | 10402        | 05/26/2017       |
|               |                          | 29746          | Garage Signage              | 04/30/2017   | 122.82       | 10402        | 05/26/2017       |
|               |                          | 29747          | Final Design, Construction  | 04/30/2017   | 4,583.43     | 10402        | 05/26/2017       |
|               |                          | 29747          | Grove Plaza Construction    | 04/30/2017   | 2,010.75     | 10402        | 05/26/2017       |
|               | Total 1703:              |                |                             |              | 29,434.63    |              |                  |
| 3691          | DeBest Plumbing Inc.     | 23789          | Drain Repair @ Garage       | 04/20/2017   | 124.00       | 62434        | 05/25/2017       |
|               | Total 3691:              |                |                             |              | 124.00       |              |                  |
| 1787          | Downtown Boise Associati | 101582         | 2017 Annual Meeting         | 04/12/2017   | 3,000.00     | 62419        | 05/08/2017       |
|               |                          | 8081           | CD Clean Team               | 05/01/2017   | 2,193.63     | 62419        | 05/08/2017       |
|               |                          | 8081           | RM Clean Team               | 05/01/2017   | 1,491.67     | 62419        | 05/08/2017       |
|               |                          | 8081           | WS Clean Team               | 05/01/2017   | 701.96       | 62419        | 05/08/2017       |
|               |                          | 8082-2017      | 8th St Clean Team           | 05/01/2017   | 546.00       | 62419        | 05/08/2017       |
|               | Total 1787:              |                |                             |              | 7,933.26     |              |                  |
| 1838          | Elam & Burke P.A.        | 167093         | Multi-Modal Center/Grove    | 03/31/2017   | 819.00       | 62403        | 05/01/2017       |
|               |                          | 167094         | CD Closeout                 | 03/31/2017   | 180.00       | 62403        | 05/01/2017       |
|               |                          | 167096         | Civic Partners Developmen   | 03/31/2017   | 422.55       | 62403        | 05/01/2017       |
|               |                          | 167097         | GBAD Projects               | 03/31/2017   | 588.00       | 62403        | 05/01/2017       |
|               |                          | 167098         | Parcel B Hotel Project      | 03/31/2017   | 2,397.00     | 62403        | 05/01/2017       |
|               |                          | 167099         | Parking Maters              | 03/31/2017   | 40.00        | 62403        | 05/01/2017       |
|               |                          | 167100         | RM Bond Financing           | 03/31/2017   | 4,682.85     | 62403        | 05/01/2017       |

| Vendor Number | Name                       | Invoice Number | Description                 | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|----------------------------|----------------|-----------------------------|--------------|--------------|--------------|------------------|
|               |                            | 167101         | Max Coursey                 | 03/31/2017   | 1,030.00     | 62403        | 05/01/2017       |
|               |                            | 167102         | Downtown Public Library     | 03/31/2017   | 181.35       | 62403        | 05/01/2017       |
|               |                            | 167103         | Multi-Purpose Facility & Sh | 03/31/2017   | 1,999.40     | 62403        | 05/01/2017       |
|               |                            | 167104         | 101-0 General               | 03/31/2017   | 522.55       | 62403        | 05/01/2017       |
|               |                            | 167105         | RM Implement                | 03/31/2017   | 74.00        | 62403        | 05/01/2017       |
|               | Total 1838:                |                |                             |              | 12,936.70    |              |                  |
| 1898          | Fiberpipe                  | 1817-17618     | Email, Audio, & Domain      | 05/01/2017   | 41.90        | 62420        | 05/08/2017       |
|               | Total 1898:                |                |                             |              | 41.90        |              |                  |
| 3807          | FreedomVoice Systems       | 2017-050104    | Monthly Service             | 05/01/2017   | 548.21       | 62421        | 05/08/2017       |
|               |                            | 2017-051113    | phone and handset           | 05/11/2017   | 320.21       | 62435        | 05/25/2017       |
|               | Total 3807:                |                |                             |              | 868.42       |              |                  |
| 3832          | Glancey Rockwell & Associ  | 15649          | CCDC Garage and Lobby       | 04/27/2017   | 63.75        | 62436        | 05/25/2017       |
|               |                            | 15666          | Design & CA for Exterior P  | 04/27/2017   | 63.75        | 62436        | 05/25/2017       |
|               | Total 3832:                |                |                             |              | 127.50       |              |                  |
| 3695          | Guho Corp.                 | 160101049-0    | CMGC Contract - LIV Distri  | 03/31/2017   | 533,222.81   | 10386        | 05/03/2017       |
|               |                            | 160101049-0    | CMGC Contract - LIV Distri  | 04/30/2017   | 735,942.87   | 10403        | 05/26/2017       |
|               | Total 3695:                |                |                             |              | 1,269,165.68 |              |                  |
| 2129          | Idaho Blueprint & Supply C | 412502         | Office Printing - MiM       | 04/20/2017   | 58.92        | 10393        | 05/10/2017       |
|               | Total 2129:                |                |                             |              | 58.92        |              |                  |
| 4001          | Idaho Gives                | 8TH STREE      | Refund Deposit              | 04/30/2017   | 200.00       | 62437        | 05/25/2017       |
|               | Total 4001:                |                |                             |              | 200.00       |              |                  |
| 2165          | Idaho Power                | 2200406607     | 9th St outlets #220040660   | 05/04/2017   | 4.01         | 10409        | 05/19/2017       |
|               |                            | 2200910368     | 617 S Ash #2200910368       | 05/04/2017   | 5.37         | 10409        | 05/19/2017       |
|               |                            | 2201627995     | 9th & State # 2201627995    | 05/03/2017   | 3.54         | 10409        | 05/19/2017       |
|               |                            | 2202934903     | 8th St lights #2202934903   | 05/04/2017   | 73.39        | 10409        | 05/19/2017       |
|               |                            | 2205983212     | Grove Vault #2205983212     | 05/04/2017   | 328.74       | 10409        | 05/19/2017       |
|               |                            | 2270331438     | Alley between Main & Idah   | 04/04/2017   | 840.00       | 62422        | 05/08/2017       |
|               | Total 2165:                |                |                             |              | 1,255.05     |              |                  |
| 3900          | Idaho Records Manageme     | 0120154        | Records Storage & Destruc   | 04/01/2017   | 112.62       | 62404        | 05/01/2017       |
|               |                            | 0120674        | Records Storage             | 05/01/2017   | 382.30       | 62438        | 05/25/2017       |
|               | Total 3900:                |                |                             |              | 494.92       |              |                  |
| 2174          | Idaho Smart Growth         | 2017 SPONS     | Sponsorship - Sustaining P  | 05/09/2017   | 500.00       | 62439        | 05/25/2017       |
|               | Total 2174:                |                |                             |              | 500.00       |              |                  |
| 2186          | Idaho Statesman            | 263244 APR     | Legal Notice                | 04/30/2017   | 52.68        | 62423        | 05/08/2017       |
|               | Total 2186:                |                |                             |              | 52.68        |              |                  |

| Vendor Number | Name                        | Invoice Number | Description                   | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|-------------------------------|--------------|--------------|--------------|------------------|
| 3966          | Involta                     | 0025102        | Website Hosting Services      | 05/01/2017   | 1,347.90     | 62440        | 05/25/2017       |
| Total 3966:   |                             |                |                               |              | 1,347.90     |              |                  |
| 2288          | Jensen Belts                | 1603-14        | 2016 LIV District Public Infr | 03/31/2017   | 9,132.85     | 10387        | 05/03/2017       |
|               |                             | 1603-15        | 2016 LIV District Public Infr | 04/30/2017   | 6,522.14     | 10404        | 05/26/2017       |
|               |                             | 1642-4         | 2017 RMOB SS                  | 03/31/2017   | 15,864.69    | 10387        | 05/03/2017       |
|               |                             | 1642-4         | 2017 WS SS                    | 03/31/2017   | 2,432.25     | 10387        | 05/03/2017       |
|               |                             | 1642-5         | 2017 RMOB SS                  | 04/30/2017   | 11,809.56    | 10404        | 05/26/2017       |
|               |                             | 1642-5         | 2017 WS SS                    | 04/30/2017   | 184.00       | 10404        | 05/26/2017       |
| Total 2288:   |                             |                |                               |              | 45,945.49    |              |                  |
| 3922          | Kevin Martin                | FALLLINE G     | 50X Titan 5 Channel Cable     | 05/19/2017   | 7,844.89     | 10400        | 05/22/2017       |
| Total 3922:   |                             |                |                               |              | 7,844.89     |              |                  |
| 3913          | Kimley-Horn and Associate   | 191934010-0    | Parcel B Garage Study         | 04/01/2017   | 265.00       | 62405        | 05/01/2017       |
| Total 3913:   |                             |                |                               |              | 265.00       |              |                  |
| 3819          | Level 3 Communications L    | 54330047       | Internet & Data               | 04/17/2017   | 669.61       | 62406        | 05/01/2017       |
| Total 3819:   |                             |                |                               |              | 669.61       |              |                  |
| 3881          | Mary E. Watson              | APRIL 2017     | Hotel Reimb. Bond Law - D     | 04/24/2017   | 568.45       | 10380        | 05/02/2017       |
| Total 3881:   |                             |                |                               |              | 568.45       |              |                  |
| 2465          | Materials Testing & Inspect | 142476         | 10th and Front Street Gara    | 04/21/2017   | 200.00       | 62441        | 05/25/2017       |
| Total 2465:   |                             |                |                               |              | 200.00       |              |                  |
| 3950          | McAlvain Construction Inc.  | 115013-19      | Grove Construction            | 04/30/2017   | 230,293.23   | 10405        | 05/26/2017       |
|               |                             | 115013-19      | Grove Construction            | 04/30/2017   | 17,053.80    | 10405        | 05/26/2017       |
| Total 3950:   |                             |                |                               |              | 247,347.03   |              |                  |
| 3969          | Pacific Backflow LLC        | 17-1010        | Backflow Test - 437 S 9th     | 04/21/2017   | 37.00        | 62424        | 05/08/2017       |
|               |                             | 17-1396        | Backflow Test - 503 Ash       | 05/01/2017   | 37.00        | 62442        | 05/25/2017       |
|               |                             | 17-1397        | Backflow Test - 516 S 9th     | 05/04/2017   | 37.00        | 62442        | 05/25/2017       |
| Total 3969:   |                             |                |                               |              | 111.00       |              |                  |
| 3899          | Pavement Specialties of Id  | 11718          | 8th Street Re-striping - 201  | 04/02/2017   | 1,625.00     | 62425        | 05/08/2017       |
|               |                             | ADA AND EV     | EV Stalls & ADA Stalls - G    | 03/31/2017   | 250.00       | 62407        | 05/01/2017       |
| Total 3899:   |                             |                |                               |              | 1,875.00     |              |                  |
| 2774          | Pro Care Landscape Mana     | 13756          | 617 Ash Street - Sprinkler    | 04/30/2017   | 29.01        | 62443        | 05/25/2017       |
|               |                             | 13757          | 8th Street Corridor - Sprinkl | 04/30/2017   | 4.73         | 62443        | 05/25/2017       |
|               |                             | 13758          | 10th & Front Garage - Sprin   | 04/30/2017   | 13.95        | 62443        | 05/25/2017       |
|               |                             | 13759          | 9th & Front Garage - Sprin    | 04/30/2017   | 19.80        | 62443        | 05/25/2017       |
|               |                             | 13760          | Pioneer Street Green - Sprin  | 04/30/2017   | 67.86        | 62443        | 05/25/2017       |
|               |                             | 13878          | 5th & Front Spring Clean      | 04/30/2017   | 133.00       | 62443        | 05/25/2017       |
|               |                             | 13879          | 617 Ash Street - Mow and      | 04/30/2017   | 214.00       | 62443        | 05/25/2017       |
|               |                             | 13880          | 8th Street Corridor - Sprinkl | 04/30/2017   | 370.00       | 62443        | 05/25/2017       |

| Vendor Number | Name                        | Invoice Number | Description                 | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|-----------------------------|----------------|-----------------------------|--------------|--------------|--------------|------------------|
|               |                             | 13881          | 10th & Front Garage - Mow   | 04/30/2017   | 440.00       | 62443        | 05/25/2017       |
|               |                             | 13882          | 9th & Front Garage - Sprin  | 04/30/2017   | 45.00        | 62443        | 05/25/2017       |
|               |                             | 13883          | 9th & Main Garage - Sprink  | 04/30/2017   | 45.00        | 62443        | 05/25/2017       |
|               |                             | 13884          | Pioneer Street Green - Spri | 04/30/2017   | 367.00       | 62443        | 05/25/2017       |
|               |                             | Total 2774:    |                             |              | 1,749.35     |              |                  |
| 3896          | Rim View LLC                | MAY 2017       | Monthly Rent and NNN - Tr   | 05/01/2017   | 12,878.91    | 62408        | 05/01/2017       |
|               |                             | Total 3896:    |                             |              | 12,878.91    |              |                  |
| 2888          | Roper Investments           | APRIL 2017     | Capitol Terrace Condo billi | 04/30/2017   | 2,168.65     | 62426        | 05/08/2017       |
|               |                             | Total 2888:    |                             |              | 2,168.65     |              |                  |
| 3540          | Russ McCreia Builders       | 017019         | Hang Small Shelf            | 05/05/2017   | 310.00       | 62444        | 05/25/2017       |
|               |                             | Total 3540:    |                             |              | 310.00       |              |                  |
| 3979          | Sam Schwartz Engineering    | 67978          | Front & Myrtle Couplet Alte | 03/31/2017   | 33,340.36    | 10388        | 05/03/2017       |
|               |                             | 68155          | Front & Myrtle Couplet Alte | 04/30/2017   | 11,207.96    | 10406        | 05/26/2017       |
|               |                             | Total 3979:    |                             |              | 44,548.32    |              |                  |
| 3542          | Security LLC - Plaza 121    | 2016 CAMS      | 2016 CAMS Recon             | 05/01/2017   | 5,547.98     | 62409        | 05/01/2017       |
|               |                             | MAY 2017       | Office rent - May 2017      | 05/01/2017   | 10,219.30    | 62409        | 05/01/2017       |
|               |                             | Total 3542:    |                             |              | 15,767.28    |              |                  |
| 3974          | Stability Networks Inc.     | 24422          | SonicWALL Firewall          | 04/24/2017   | 116.67       | 10389        | 05/03/2017       |
|               |                             | 24452          | Complete Care Network Su    | 04/30/2017   | 1,800.00     | 10407        | 05/26/2017       |
|               |                             | 24452          | App River SecureTide        | 04/30/2017   | 70.00        | 10407        | 05/26/2017       |
|               |                             | 24452          | Azure Cloud Backup          | 04/30/2017   | 420.00       | 10407        | 05/26/2017       |
|               |                             | 24542          | System Testing per IT Audi  | 05/01/2017   | 5,000.00     | 10407        | 05/26/2017       |
|               |                             | Total 3974:    |                             |              | 7,406.67     |              |                  |
| 3831          | The Land Group Inc.         | 0137940        | Pioneer Pathway 11th & M    | 03/31/2017   | 1,400.00     | 62410        | 05/01/2017       |
|               |                             | 0138062        | Pioneer Pathway 11th & M    | 04/30/2017   | 2,285.94     | 62445        | 05/25/2017       |
|               |                             | Total 3831:    |                             |              | 3,685.94     |              |                  |
| 3923          | Trailhead                   | 1197           | Boise City -4/01/16 Statem  | 04/30/2017   | 92.17        | 10408        | 05/26/2017       |
|               |                             | 1197           | Idaho Power - 04/04/17 Sta  | 04/30/2017   | 223.50       | 10408        | 05/26/2017       |
|               |                             | 1197           | Intermountain Gas - 04/20/  | 04/30/2017   | 102.83       | 10408        | 05/26/2017       |
|               |                             | Total 3923:    |                             |              | 418.50       |              |                  |
| 3170          | Treasure Valley Coffee Inc. | 04946366       | Water & Cooler Rental       | 04/04/2017   | 75.00        | 10390        | 05/03/2017       |
|               |                             | 04984892       | Coffee & tea                | 04/17/2017   | 143.55       | 10390        | 05/03/2017       |
|               |                             | 04987226       | Cooler Rental               | 05/02/2017   | 75.00        | 10394        | 05/10/2017       |
|               |                             | 05004449       | Coffee & tea                | 05/01/2017   | 137.40       | 10394        | 05/10/2017       |
|               |                             | Total 3170:    |                             |              | 430.95       |              |                  |
| 3197          | Tri-State Electric Inc.     | 1365*2         | CCDC Garage Sign & Horn     | 04/24/2017   | 250.00       | 10395        | 05/10/2017       |
|               |                             | 1365*2         | CCDC Garage Sign & Horn     | 04/24/2017   | 3,469.00     | 10395        | 05/10/2017       |

| Vendor Number | Name                      | Invoice Number | Description                  | Invoice Date | Check Amount | Check Number | Check Issue Date |
|---------------|---------------------------|----------------|------------------------------|--------------|--------------|--------------|------------------|
| Total 3197:   |                           |                |                              |              | 3,719.00     |              |                  |
| 3233          | United Heritage           | 02014-001 M    | ST & LT Dissability & Life I | 05/01/2017   | 1,265.64     | 62427        | 05/08/2017       |
| Total 3233:   |                           |                |                              |              | 1,265.64     |              |                  |
| 3835          | US Bank - Credit Cards    | 03.27.2017     | Voice, data & webhosting s   | 03/27/2017   | 101.85       | Multiple     | 05/01/2017       |
|               |                           | 03.27.2017     | Office Supplies              | 03/27/2017   | 149.89       | Multiple     | 05/01/2017       |
|               |                           | 03.27.2017     | Dues & Subscriptions         | 03/27/2017   | 304.99       | Multiple     | 05/01/2017       |
|               |                           | 03.27.2017     | Travel & Meeting(Out of St   | 03/27/2017   | 1,357.00     | Multiple     | 05/01/2017       |
|               |                           | 03.27.2017     | Personnel Training (Local)   | 03/27/2017   | 425.00       | Multiple     | 05/01/2017       |
|               |                           | 03.27.2017     | Local Meetings & Transpor    | 03/27/2017   | 494.50       | Multiple     | 05/01/2017       |
|               |                           | 04.25.2017     | Voice, data & webhosting s   | 04/25/2017   | 25.00        | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | Office Supplies              | 04/25/2017   | 332.85       | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | Postage                      | 04/25/2017   | 6.65         | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | Dues & Subscriptions         | 04/25/2017   | 29.99        | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | Travel & Meeting(Out of St   | 04/25/2017   | 619.77       | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | Personnel Training (Local)   | 04/25/2017   | 375.00       | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | Local Meetings & Transpor    | 04/25/2017   | 404.92       | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | Banking & Merchant Fees      | 04/25/2017   | 28.19        | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | Professional Services Gen    | 04/25/2017   | 14.95        | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | 8th Street Operations        | 04/25/2017   | 28.28        | 10399        | 05/15/2017       |
|               |                           | 04.25.2017     | R&M - Trailhead Facility     | 04/25/2017   | 52.99        | 10399        | 05/15/2017       |
| Total 3835:   |                           |                |                              |              | 4,751.82     |              |                  |
| 3332          | Watson Associates         | DRAW #1        | 10th/Front (Grove) Repair    | 05/03/2017   | 28,500.00    | 62428        | 05/09/2017       |
| Total 3332:   |                           |                |                              |              | 28,500.00    |              |                  |
| 3365          | Westerberg & Associates   | 197            | Legislative Advisement Ser   | 04/30/2017   | 5,000.00     | 10396        | 05/10/2017       |
| Total 3365:   |                           |                |                              |              | 5,000.00     |              |                  |
| 3998          | Western Records Destructi | 0350308        | Records Destroyed            | 03/31/2017   | 336.00       | 62412        | 05/01/2017       |
| Total 3998:   |                           |                |                              |              | 336.00       |              |                  |
| 3990          | Xerox Corporation         | 089018921      | Copier Lease - APR2017       | 04/30/2017   | 420.68       | 10397        | 05/10/2017       |
| Total 3990:   |                           |                |                              |              | 420.68       |              |                  |
| Grand Totals: |                           |                |                              |              | 2,206,399.67 |              |                  |

Report Criteria:  
 Detail report type printed



CAPITAL CITY DEVELOPMENT CORPORATION  
Board of Commissioners Meeting  
Conference Room, Fifth Floor, 121 N. 9th Street  
May 8, 2017 12:00 p.m.

MINUTES

**I. CALL TO ORDER**

Vice-Chair Zuckerman convened the meeting with a quorum at 12:00 p.m.

Present were: Commissioner Dana Zuckerman, Commissioner Scot Ludwig, Commissioner Pat Shalz, Commissioner Maryanne Jordan, Commissioner Dave Bieter, and Commissioner Ryan Woodings.

Absent Were: Commissioner John Hale, Commissioner Ben Quintana, and Commissioner Gordon Jones

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Ross Borden, Finance Director, Max Clark, Parking & Facilities Director; Mary Watson, Attorney & Contracts Manager; Kathy Wanner, Contracts Specialist, Joey Chen, Controller, Shellan Rodriguez, Project Manager; Matt Edmond, Project Manager; Doug Woodruff, Project Manager; Karl Woods, Project Manager; Laura Williams, Executive Assistant/Development Specialist, Sarah Jones, Administrative Assistant. Also present were Agency legal counsel, Ryan Armbruster.

**II. AGENDA CHANGES/ADDITIONS**

The Board gave unanimous consent to move agenda item Information/Discussion Item A: Ada County Assessor's Annual Report to be heard immediately following the Consent Agenda in order to accommodate the Assessor's schedule.

Commissioner Shalz moved to amend the Agenda posted on May 4, 2017 to include item C-2 on the Consent Agenda: Resolution 1492 Approving the First Amendment to the Purchase and Sale Agreement Between CCDC and BVGC Parcel B, LLC. At the time the original agenda was posted item C-2 had not yet been presented for inclusion on the agenda.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 6-0.

**III. CONSENT AGENDA**

A. Expenses

1. Approval of Paid Invoice Report – April 2017

B. Minutes and Reports

1. Approval of Meeting Minutes from April 10, 2017

C. Other

1. Approve 30 Day Notice for Modification of Urban Renewal Planning Documents to Remove Outdated Attachments

2. Resolution 1492 Approving the First Amendment to the Purchase and Sale Agreement Between CCDC and BVGC Parcel B, LLC.

Commissioner Shalz moved to approve the Consent Agenda.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 6 -0

#### **IV. ACTION ITEMS**

##### **A. CONSIDER: Resolution 1491 Awarding Contract for the 2017 ParkBOI Garage Signage.**

Kathy Wanner, CCDC Contracts Specialist, gave a report.

Commissioner Shalz made a motion to adopt Resolution 1491 and award the 2017 ParkBOI Garage Signage Project to YESCO LLC.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 6 -0

##### **B. CONSIDER: 535 S. 15<sup>th</sup> Street Type One Participation Agreement Designation with Energreen Development Company, LLC.**

Laura Williams, CCDC Executive Assistant/Development Specialist, gave a report.

Commissioner Shalz made a motion to direct staff to negotiate a final Type One Participation Agreement with Energreen Development Company, LLC for future board approval.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 6 -0

##### **C. CONSIDER: Resolution 1478 \$19 Million River Myrtle – Old Boise Series 2017 A and B Bonds Financing and Re-financing.**

Ross Borden, CCDC Financial Director; Eric Heringer, Agency Financial Advisor; Ryan Armbruster, Agency Legal Counsel; and Kurt Kaufmann, Agency Bond Counsel (via conference call) gave a report.

Vice-Chair Zuckerman opened the floor for public comment.

There being no public comments, Commissioner Shalz made a motion to Adopt Resolution 1478:

- Issue RMOB Redevelopment Bonds, Series 2017A, principal amount \$13,000,000;
- Issue RMOB Refunding Redevelopment Bonds, Series 2017B, principal amount \$5,145,000, to refinance Series 2010B Bonds;
- Redeem existing Series 2010C Bonds, principal amount \$1,650,000;
- Authorize distribution of notices: Additional Bonds Certificate, Notice of Bond Resolution (30 day contest period), Notice of Prepayment, Notice of Redemption;
- Execute associated agreements.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 6 -0

**D. CONSIDER: Parking Demand Management Strategies**

Max Clark, CCDC Parking & Facilities Director, gave a report.

Commissioner Shalz made a motion to authorize the Executive Director to take the steps necessary to conduct a survey on rates, bring back a proposal concerning rate structure at which time the Board may take necessary action to schedule a board meeting to consider any rate changes.

Commissioner Woodings seconded the motion.

All said Aye. The motion carried 6 -0

**V. INFORMATION/DISCUSSION ITEMS**

**A. Ada County Assessor’s Annual Report**

Bob McQuade, Ada County Assessor, gave a report.

**B. FY 2017 Q2 Financial Report**

Ross Borden, CCDC Finance Director, and Joey Chen, CCDC Controller, gave a report.

**C. Operations Report**

John Brunelle, CCDC Executive Director, gave a report.

**VI. REGULAR MEETING ADJOURNMENT**

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

Commissioner Woodings seconded the motion.

All said Aye. The motion carried, 6-0.

The meeting was adjourned at 1:35p.m.

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ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 12<sup>th</sup> DAY OF June, 2017.

\_\_\_\_\_  
**John Hale, Chair**

\_\_\_\_\_  
**Ryan Woodings, Secretary/Treasurer**



## AGENDA BILL

|   |   |                               |
|---|---|-------------------------------|
| <b>Agenda Subject:</b><br>Public Records Request Fee Schedule   |   | <b>Date:</b><br>June 12, 2017 |
| <b>Staff Contact:</b><br>Mary Watson, Contracts Manager  <br>Attorney at Law  | <b>Attachments:</b><br>1. Resolution No. 1493<br>2. Public Records Request Fee Schedule |                               |
| <b>Action Requested:</b><br>Adopt Resolution No. 1493 adopting a Fee Schedule for fulfilling Public Records Requests. |   |                               |

### Background:

In March 2017 the Agency Board adopted an updated *Public Records Retention Policy and Email Policy* that formalized the Agency's obligations of transparency set forth in the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code. As a public entity, the Agency creates and must retain a large amount of permanent and semi-permanent public records. From time to time, members of the public make formal requests for various public records. Many of these requests are for a large number of records. It can take staff many hours to retrieve, review, and provide the requested records as required by law.

Just as the public has a right to examine and take a copy of any public records, subject to certain exemptions, the law provides the Agency the ability to establish fees to cover its expenses in gathering and providing those records. The Agency has yet to adopt a fee schedule to allow recovery of the actual labor and copying costs associated with Agency staff locating and copying public records.

The proposed policy is modeled after the City of Boise's public records fee schedule and complies with the parameters prescribed in Idaho Code § 74-102(10) that require reasonable labor rates and fee exemptions for small, less labor-intensive public records requests.

**Fiscal Notes:** No Fiscal Impact

**Staff Recommendation:** Adopt Resolution No. 1493 adopting a Public Records Request Fee Schedule consistent with Idaho Code.

**Suggested Motion:** I move adoption of Resolution No. 1493 to adopt a Public Records Request Fee Schedule consistent with Idaho Code § 74-102(10).

**RESOLUTION NO. 1493**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, ADOPTING A PUBLIC RECORDS REQUEST FEE SCHEDULE; FINDING THE FEE SCHEDULE IS CONSISTENT WITH IDAHO CODE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Agency is an independent public body, corporate and politic, that is required to comply with the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code; and,

WHEREAS, Idaho Code § 74-102 authorizes independent public bodies, corporate and politic, to charge fees to recover the actual labor and copying costs associated with locating and copying public records subject to certain and significant limitations; and,

WHEREAS, Idaho Code § 74-102 provides that fees charged may not exceed the actual cost to the agency of copying the record and that no fees shall be charged for the first two (2) hours of labor or for copying the first 100 pages of paper records; and,

WHEREAS, Agency staff recommends adoption of the Public Records Request Fee Schedule, attached as Exhibit A to this Resolution; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to approve adoption of the Public Records Request Fee Schedule.

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

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

Section 2: That the Public Records Request Fee Schedule, attached as Exhibit A to this Resolution, is adopted.

Section 3: That the Public Records Request Fee Schedule for copying costs and labor charges is consistent with the Idaho Public Records Act, Chapter 1, Title 74, Idaho Code.

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 June 12, 2017. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 12, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
John Hale, Chairman

ATTEST:

By: \_\_\_\_\_  
Ryan Woodings, Secretary



## PUBLIC RECORDS REQUEST FEE SCHEDULE

Adopted by the CCDC Board of Commissioners  
Resolution No. 1493 – June 12, 2017

1. Photocopies: CCDC will charge a standard fee of five cents (5¢) per single sided page for standard photocopied 8-1/2" x 11" paper (without redactions).
2. Other Formats: CCDC will charge a standard fee for other records in accordance with the following:
  - a. Unredacted audio cassettes (standard size) \$1.10 each
  - b. Unredacted videotape \$3.00 each
  - c. Photographs \$ Actual Cost
  - d. Other records materials \$ Actual Cost
3. Notary Fee: In addition to the standard copying fee, CCDC may charge an additional \$2.00 fee per item if asked to notarize a public record or personal document.
4. Labor Rates: In addition to the standard copying fee, CCDC may charge the actual administrative or labor costs associated with responding to requests for public records where:
  - a. The request is for more than 100 pages of paper records; or
  - b. The request includes records from which non-public or exempt information must be deleted; or
  - c. The actual labor associated with responding to the request exceeds two (2) labor hours.
    - i. In no event shall CCDC charge for the first two (2) hours of labor in responding to a request or for copying the first 100 pages of paper records.
    - ii. Fees and labor costs shall be charged at the per-hour pay rate of the lowest paid administrative staff employee who is necessary and qualified to process the request.
    - iii. If the request requires redactions to be made by an attorney who is employed by CCDC, the rate charged will be no more than the per-hour rate of the lowest paid attorney necessary and qualified to process the public records request.
5. If copying resources or equipment is unavailable, CCDC may elect to have an outside source copy the public records and assess the charges of the outside source, in addition to any labor costs authorized by this fee schedule.

6. Fees Exemption: CCDC will not charge a fee for copies or labor when the requesting party demonstrates that their examination and/or copying of the records:
  - a. Is likely to contribute significantly to the public's understanding of the operations or activities of the government;
  - b. Is not primarily in the individual interest of the requestor including, but not limited to, the requester's interest in litigation in which the requester is or may become a party; and
  - c. Will not occur if fees are charged because the requester has insufficient financial resources to pay such fees.
  
7. All quotes and statements of fees by CCDC will be itemized to show the per page copying cost, the hourly rates of employees and attorneys involved in responding to the request, as well as the actual time spent fulfilling the request.

Approved by the CCDC Board of Commissioners  
Resolution No. 1493

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John Hale, Chairman

Date: \_\_\_\_\_





**AGENDA BILL**

|  |   |                           |
|--|---|---------------------------|
| <b>Agenda Subject:</b><br>Approve Resolution 1494: Approval of the Type One Participation Agreement with Energreen Development Company, LLC  |   | <b>Date:</b><br>6/12/2017 |
| <b>Staff Contact:</b><br>Laura Williams  | <b>Attachments:</b><br>1) Resolution 1494 |                           |
| <b>Action Requested:</b><br>Adopt Resolution No. 1494 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Energreen Development Company, LLC. |   |                           |

**Background:**

Energreen Development Company, LLC is a housing development firm based out of McCall, Idaho specializing in insulated concrete construction. They are currently planning a 10-unit, for sale condo project located at 535 S. River Street in the River Myrtle-Old Boise Urban Renewal District. Previously two vacant single family homes were on the site, which have been torn down for construction of a denser, more urban scale housing development. The project will be townhome style, with two 5-unit buildings. Each unit has approximately 1,300 SF of living space and a 2-car garage on the ground level.

The River Street Lofts are scheduled to begin construction this summer with an estimated completion of December 2017. The project has received a Conditional Use Permit, and plans to have building permits by July 1, 2017. The construction of the condos will be done with insulated concrete forms (ICF), making the structures extremely energy efficient. On average ICF construction increases energy efficiency 35% in comparison to a regular “Energy Star Rated” home.

CCDC Board has approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Reimbursement. 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, hard costs of streetscapes. This project meets the requirements of the Type One Program and also promotes a CCDC and City objective to bring more housing to downtown Boise.

The project’s public improvements include sidewalks, street trees, historic streetlights, benches, irrigation, and utility line relocation and undergrounding on River Street. These eligible expenses will be included in the request for reimbursement after the project is complete.

Project Summary:

- Located on 15<sup>th</sup> and River Streets (River Myrtle-Old Boise URA)
- (10) 1,300 SF, 3-bedroom condominiums, each with 2-car garage on ground level
- \$2.6 million Total Development Costs
- 50 construction jobs anticipated
- December 5, 2016 – CUP approved by P & Z Commission
- July 2017 Construction Start
- December 2017 Construction Complete

**Fiscal Notes:**

Preliminary information shows that the project has eligible costs which exceed \$150,000, but project will only request \$150,000 as determined in the Type 1 Participation Program. The project meets all program requirements, and FY 2017 budget resources have been approved for this use. This would be one of two Type 1 Streetscape Grants contemplated in the 5 Year CIP for FY '17 in the River Myrtle-Old Boise URD.

Preliminary estimates indicate the project will generate approximately \$27,000 annually in increment revenue after completion, estimated to begin FY 2019, for a total of about \$188,000 through the end of the district in 2025.

**Staff Recommendation:**

Adopt Resolution No. 1494 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Energreen Development Company, LLC.

**Suggested Motion:**

I move to adopt Resolution No. 1494 approving and authorizing the execution of the Type 1 Streetscape Grant Participation Agreement with Energreen Development Company, LLC.

**RESOLUTION NO. 1494**

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 ENERGREEN DEVELOPMENT COMPANY, 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, Energreen Development Company, LLC ("Energreen"), owns or controls certain real property at 535 S. 15<sup>th</sup> Street, Boise (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, Energreen intends on building a 10 unit, condominium project and desires to make certain public improvements (the "Project");

WHEREAS, the Agency has in place a Participation Program which includes the Type 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 Energreen whereby Energreen will construct the Project and the Agency will reimburse Energreen 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 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, 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 June 12, 2017. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on June 12, 2017.

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 Energreen Development Company, 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 535 S. 15<sup>th</sup> Street, Boise, Idaho (the “Project Site”) which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing redevelopment including building 10 three-bedroom townhome-style condominiums and associated public improvements (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 Boise Streetscape Standards & Specifications Manual (“Streetscape Standards”) to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, Westside Downtown, and 30<sup>th</sup> Street Area urban renewal districts.

D. The Participant’s Project and the Streetscape Project are located in the River Myrtle-Old Boise (“River Myrtle District”). The CCDC Board of Commissioners and Boise City Council have adopted the River Myrtle-Old Boise Urban Renewal Plan (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 Standards. The Streetscape Project will contribute to enhancing and revitalizing the River Myrtle-Old Boise 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 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 CCDC’s 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.
- e. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

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

Within thirty (30) calendar days of CCDC’s receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC’s acceptance or rejection of the Cost Documentation and CCDC’s determination of the Actual Eligible 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 CCDCs 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:       Tim Nau, Partner  
                                  Energreen Development Company, LLC  
                                  P.O. Box 291  
                                  McCall, Idaho 83638  
                                  208-571-1268  
                                  [benchmarkdevco@yahoo.com](mailto:benchmarkdevco@yahoo.com)

If to CCDC:               John Brunelle, Executive Director  
                                  Capital City Development Corporation  
                                  121 N. 9<sup>th</sup> Street, Suite 501  
                                  Boise, Idaho 83702  
                                  208-384-4264  
                                  [jbrunelle@ccdcoise.com](mailto:jbrunelle@ccdcoise.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 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:**

Energreen Development Company, LLC

\_\_\_\_\_  
Tim Nau, Partner

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

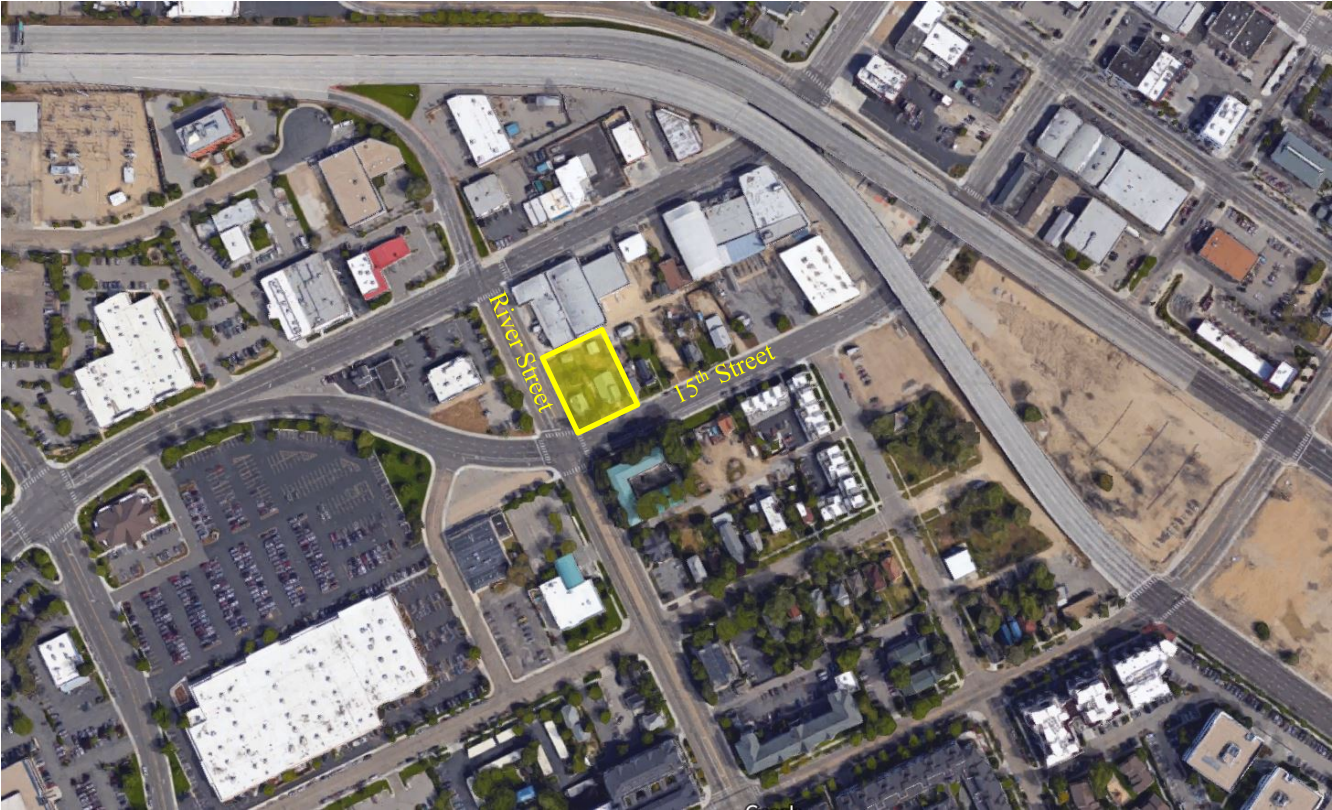


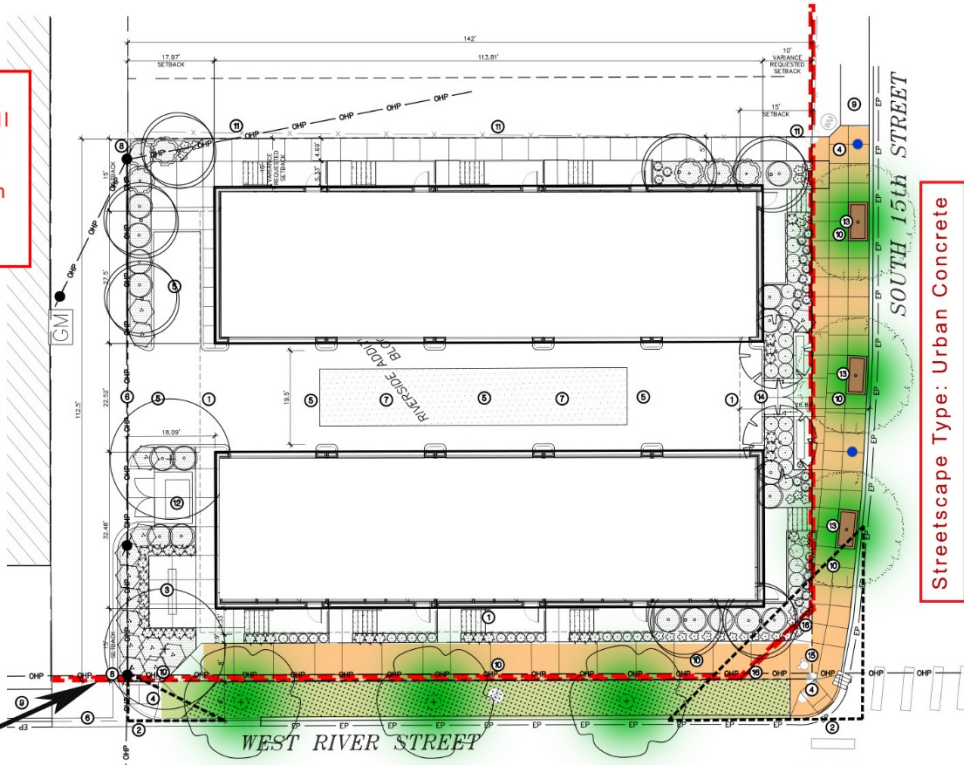
Exhibit B: Streetscape Project Plan

Public Improvement Plan

All Streetscape improvements will conform with the City of Boise Downtown Design Standards and Guidelines

Right-of-Way as specified on plan

Existing Powerline to be underground



LANDSCAPE LEGEND

- Trees / Plants to be installed (various symbols)
- Concrete edging as detailed
- Vertical curbing location
- Score joint (typical)
- Expansion joint (typical)
- Accessible ramp location with detectable paving surface
- Neighborhood flatwork
- Plant identification key
- Tree soil over approved topsoil as specified
- Decorative granite
- Proposed building

LANDSCAPE REQUIREMENTS

- TOTAL NUMBER OF TREES: 12
- TOTAL NUMBER OF TREE SPECIES: 5
- PERMETER BUFFER REQUIREMENTS
- WEST LANDSCAPE BUFFER (BOISE STREET / SHERMAN PARKWAY / SHERMAN SQUARE)
- 42 LIN. FT. IN LENGTH
- 10 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED)
- REQUIRED TREES - 5
- PROVIDED TREES - 5
- NORTH BOUNDARY LANDSCAPE BUFFER (ALLEYS)
- 18 LIN. FT. IN LENGTH
- 10 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED)
- REQUIRED TREES - 5
- PROVIDED TREES - 5
- EAST BOUNDARY LANDSCAPE BUFFER
- 42 LIN. FT. IN LENGTH
- 10 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED)
- REQUIRED TREES - 5
- PROVIDED TREES - 5
- SOUTH BOUNDARY LANDSCAPE BUFFER (SOUTH 15th STREET / SHERMAN SQUARE / SHERMAN SQUARE)
- 18 LIN. FT. IN LENGTH
- 10 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED)
- REQUIRED TREES - 4
- PROVIDED TREES - 4
- DEPTH OF PARKING LOT PERMETER LANDSCAPE STRIP: 5.5 FT.
- NUMBER OF PARKING STALLS PROVIDED: 10
- NUMBER OF BICYCLE PARKING SPACES PROVIDED: 10

Streetscape Type: Urban Concrete

Streetscape Type: Urban Parkway

SITE AND LANDSCAPE PLAN

SCALE: 1" = 10'-0"

CALLOUT LEGEND

- 1 SETBACK LINES
- 2 VISION TRIANGLE
- 3 BIKE RACK LOCATION
- 4 ACCESSIBLE RAMP
- 5 ASPHALT PARKING/DRIVEWAY AISLES
- 6 PROPOSED DRIVEWAY APRON
- 7 PROPOSED STORM WATER SEWERAGE
- 8 EXISTING POWER POLE
- 9 EXISTING SIDEWALK
- 10 PROPOSED SIDEWALK
- 11 EXISTING 6' HT. PRIVACY FENCE
- 12 RASH ENCLOSURE
- 13 CHOP TREE GRATE WITH SUSPENDED RAISING SYSTEM
- 14 PROPOSED IRON FENCE WITH DOUBLE SWING GATE
- 15 EXISTING FIRE HYDRANT TO BE RELOCATED
- 16 FUTURE ACID RIGHT OF WAY LINE/PROPERTY TAKE



PLANT SCHEDULE

| CITY KEY   | BOTANICAL NAME                   | COMMON NAME                      | SIZE     | NOTES | CLASS   |
|--|----------------------------------|----------------------------------|----------|-------|---------|
| <b>DECIDUOUS SHADE TREES</b>                       |                                  |                                  |          |       |         |
| 01   | Quercus imbricaria 'acorns'      | Shademaster                      | 25' CAL. |       | B1B     |
| 02   | Thuja occidentalis 'Smaragd'     | Emerald Green                    | 25' CAL. |       | B1B     |
| 03   | Zelkova serrata 'Sapporo'        | Wintergreen                      | 25' CAL. |       | B1B     |
| <b>ORNAMENTAL FLOWERING TREES</b>                  |                                  |                                  |          |       |         |
| 04   | Prunella coccinea 'Thundercloud' | Thundercloud Flowering Pear      | 18' CAL. |       | B1B     |
| 05   | Prunella coccinea 'Thundercloud' | Thundercloud Flowering Pear      | 25' CAL. |       | B1E, H1 |
| <b>SHRUBS</b>                                      |                                  |                                  |          |       |         |
| 06   | Barberry 'Pinkberry'             | Crisson Pigeon Japanese Barberry | 12'      |       | 21C     |
| 07   | Blue Sarcocolla                  | Graham Blandy Rosewood           | 12'      |       | 42      |
| 08   | Coronilla 'Starburst'            | Long Tapered Coronilla           | 12'      |       | 42      |
| 09   | Coronilla 'Starburst'            | Long Tapered Coronilla           | 12'      |       | 42      |
| 10   | Coronilla 'Starburst'            | Long Tapered Coronilla           | 12'      |       | 42      |
| <b>PERENNIALS/ORNAMENTAL GRASSES/GROUND COVERS</b> |                                  |                                  |          |       |         |
| 11   | HE                               | Hemerocallis                     | 12'      |       | 21C     |
| 12   | HE                               | Hemerocallis                     | 12'      |       | 21C     |
| 13   | JL                               | Juncus horizontalis 'Blue Chip'  | 12'      |       | 17B     |
| 14   | HE                               | Hemerocallis 'Starburst'         | 12'      |       | 42      |

Exhibit C: Schedule of Eligible Costs

| <b>CCDC Participation Program</b><br><b>T1 Eligible Costs Application Form</b><br>Actual Eligible Costs To Be Determined by CCDC at Completion                        |                                      |                            |                       |                               |            |
|---|--------------------------------------|----------------------------|-----------------------|-------------------------------|------------|
| <i>Project Name: River Street Lofts</i>   |                                      | <i>Plan Date: 5-8-2017</i> |                       | <i>Prepared By: Developer</i> |            |
| STREETSCAPE IMPROVEMENTS: (In right-of-way)   |                                      |                            |                       |                               |            |
| #   | ITEM DESCRIPTION:                    | UNIT<br>(SF, LF, etc.)     | UNIT PRICE<br>(In \$) | QUANTITY                      | TOTAL COST |
| <b>SITE PREPARATION:</b>  |                                      |                            |                       |                               |            |
| 1   | Surface demolition                   | sf                         | \$ 2                  | 2,500                         | \$ 5,000   |
| 2   | Asphalt demolition                   | sf                         | \$ 1                  | 2,500                         | \$ 2,500   |
| 3   | Curb and gutter demolition           | 0                          | \$ -                  | 0                             | \$ -       |
| 4   | Saw cut                              | lf                         | \$ 5                  | 1,000                         | \$ 5,000   |
| 5   | Replace subbase                      | sf                         | \$ 1                  | 5,000                         | \$ 5,000   |
| 6   | Stand alone tree removal             | 0                          | \$ -                  | 0                             | \$ -       |
| <b>SIDEWALK WORK:</b>   |                                      |                            |                       |                               |            |
| 7   | Scored concrete sidewalk             | 0                          | \$ 5                  | 3,000                         | \$ 15,000  |
| 8   | Dry laid brick                       | 0                          | \$ -                  | 0                             | \$ -       |
| 9   | Pedestrian ramp                      | 0                          | \$ 3,000              | 1                             | \$ 3,000   |
| 10  | Truncated dome                       | 0                          | \$ -                  | 0                             | \$ -       |
| 11  | Lawn parkway                         | 0                          | \$ -                  | 0                             | \$ -       |
| 12  | Irrigation                           | 0                          | \$ 6,000              | 1                             | \$ 6,000   |
| <b>SITUATIONAL FURNISHINGS:</b>   |                                      |                            |                       |                               |            |
| 13  | Street trees                         | 0                          | \$ 3,000              | 6                             | \$ 18,000  |
| 14  | Tree grates & frames                 | 0                          | \$ 500                | 3                             | \$ 1,500   |
| 15  | Trench drain cover                   | 0                          | \$ 500                | 3                             | \$ 1,500   |
| 16  | Historic street light                | 0                          | \$ 6,000              | 2                             | \$ 12,000  |
| 17  | Bench                                | 0                          | \$ 750                | 2                             | \$ 1,500   |
| 18  | Bike rack                            | 0                          | \$ 500                | 1                             | \$ 500     |
| 19  | Litter receptacle                    | 0                          | \$ -                  | 0                             | \$ -       |
| 20  | Pre-cast planter                     | 0                          | \$ -                  | 0                             | \$ -       |
| <b>OTHER:</b>   |                                      |                            |                       |                               |            |
| 21  | Asphalt repair                       | sf                         | \$ 3                  | 2,500                         | \$ 7,500   |
| 22  | Concrete curb cut                    | 0                          | \$ 15                 | 250                           | \$ 3,750   |
| 23  | Vertical curb and gutter (6")        | 0                          | \$ 15                 | 250                           | \$ 3,750   |
| 24  | Meyers cabinet                       | 0                          | \$ -                  | 0                             | \$ -       |
| 25  | Water meter                          | 0                          | \$ 2                  | 650                           | \$ 1,300   |
| 26  | Utility Poles/Utility Undergrounding | 0                          | \$ 125,000            | 1                             | \$ 125,000 |
| <b>TOTAL ESTIMATED ELIGIBLE COSTS:</b>  |                                      |                            |                       |                               | \$ 217,800 |
| <b>CONTRACT NOT - TO -EXCEED AMOUNT</b>   |                                      |                            |                       |                               | \$ 150,000 |
| <b>Important Note:</b><br>Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity. |                                      |                            |                       |                               |            |

**RESOLUTION NO. 1499**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, RATIFYING THE SOLE SOURCE EXPENDITURE MADE BY THE EXECUTIVE DIRECTOR IN AUTHORIZING EMERGENCY PUBLIC WORKS CONSTRUCTION REPAIRS TO THE 10<sup>TH</sup> & FRONT STREET GARAGE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on January 26, 2017, the Agency entered into a public works construction contract with Watson Associates for \$32,697.00 for concrete repairs to the 10<sup>th</sup> & Front Street public parking garage; and,

WHEREAS, the Agency issued its Notice to Proceed on April 12, 2017, to Watson Associates with a Date of Commencement for construction of April 15, 2017; and,

WHEREAS, upon commencement of construction and exposure of the concrete and concrete reinforcement, Watson Associates found significant damage to the public property that needed immediate attention, to wit: additional surface area removal and additional depth of concrete removal in the slab repair were required to reach sound concrete; additional reinforcement was required due to more corrosion in the slab reinforcement than originally anticipated; and sacrificial anodes were needed to help prevent the spread of corrosion in the reinforcement and to help prevent future corrosion; and,

WHEREAS, Idaho Code § 67-2808(2) authorizes sole source expenditures by political subdivisions if the governing board of a political subdivision declares that only one (1) vendor is reasonably available for the public works construction required to respond to a life-threatening situation or a situation which is immediately detrimental to the public welfare or property; and,

WHEREAS, on May 31, 2017, the Agency Executive Director determined that only Watson Associates was on-site and reasonably available to respond to the situation which was immediately detrimental to the public property, and thereafter signed Change Order #1 to the public works construction contract between Agency and Watson Associates for Thirty-Nine Thousand Three Hundred Thirty-Two Dollars (\$39,332.00) for emergency repairs to the Agency's 10<sup>th</sup> & Front Street public parking garage; and,

WHEREAS, the Agency Board has previously delegated authority to the Executive Director to enter into contracts and agreements for public works construction up to the sum of One Hundred Thousand dollars (\$100,000); and,

WHEREAS, the original contact amount plus the amount authorized by Change Order #001 brings the total contract amount to \$72,029.00 which is within the Executive Director's delegated spending authority and within the Agency's FY2017 budget capabilities; and,

WHEREAS, attached hereto as Exhibit A is Change Order #001 prepared by the Agency's project architect, KPFF Consulting Engineers, and signed by Watson Associates and Agency's Executive Director; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to ratify the Executive Director's signing of Change Order #001, signed May 31, 2017, and attached hereto as Exhibit A, as a sole source expenditure that was required to respond to a situation which was immediately detrimental to public property.

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

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

Section 2: That the Executive Director's signing of Change Order #001 to the public works construction contract between Agency and Watson Associates, signed May 31, 2017, and attached hereto as Exhibit A, is hereby ratified as a sole source expenditure by the Agency that was required to respond to a situation immediately detrimental to public property, as allowed by Idaho Code § 67-2808(2).

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 Boise City, Idaho, on June 12, 2017. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 12, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
John Hale, Chairman

ATTEST:

By: \_\_\_\_\_  
Ryan Woodings, Secretary



# AIA Document G701™ – 2001

## Change Order

|   |   |   |
|---|---|---|
| <b>PROJECT:</b> (Name and address)<br>Grove Street Garage Repair<br>10th & Grove Street             | <b>CHANGE ORDER NUMBER:</b> 001<br><b>DATE:</b> 05/18/2017<br><b>ARCHITECT'S PROJECT NUMBER:</b><br>1600326 | <b>OWNER</b> <input checked="" type="checkbox"/><br><b>ARCHITECT</b> <input type="checkbox"/><br><b>CONTRACTOR</b> <input type="checkbox"/><br><b>FIELD</b> <input type="checkbox"/><br><b>OTHER</b> <input type="checkbox"/> |
| <b>TO CONTRACTOR:</b> (Name and address)<br>Watson Associates<br>P.O. Box 190239<br>Boise, ID 83719 | <b>CONTRACT DATE:</b> 01/26/2017<br><b>CONTRACT FOR:</b> 10th & Front Garage Rep                            |   |

The Contract is changed as follows:  
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)  
See Supplement 1 for description of changes.

|   |                |   |    |               |
|---|----------------|---|----|---------------|
| The original  | (Contract Sum) | was   | \$ | <u>32,697</u> |
| The net change by previously authorized Change Orders     |                |   | \$ | <u>0</u>      |
| The   | (Contract Sum) | prior to this Change Order was                            | \$ | <u>32,697</u> |
| The   | (Contract Sum) | will be (increased) by this Change Order in the amount of | \$ | <u>39,332</u> |
| The new   | (Contract Sum) | , including this Change Order, will be                    | \$ | <u>72,029</u> |
| The Contract Time will be (increased) by zero ( 0 ) days. |                |   |    |               |

The date of Substantial Completion as of the date of this Change Order, therefore, is 06/14/2017

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

|   |  |  |
|---|--|--|
| <u>KPFF Consulting Engineers</u><br>ARCHITECT (Firm name)             | <u>WATSON ASSOCIATES</u><br>CONTRACTOR (Firm name)         | <u>Capital City Development Corp.</u><br>OWNER (Firm name) |
| <u>412 E Parkcenter Blvd. Suite 204</u><br>Boise, ID 83706<br>ADDRESS | <u>P.O. Box 190239</u><br><u>BOISE ID 83719</u><br>ADDRESS | <u>121 N. 9<sup>th</sup> St. #501, Boise</u><br>ADDRESS    |
| <u>[Signature]</u><br>BY (Signature)                                  | <u>[Signature]</u><br>BY (Signature)                       | <u>[Signature]</u><br>BY (Signature)                       |
| <u>Judson Williams</u><br>(Typed name)                                | <u>Mark Watson</u><br>(Typed name)                         | <u>John Brunelle</u><br>(Typed name)                       |
| <u>05/19/2017</u><br>DATE   | <u>5/25/17</u><br>DATE                                     | <u>5/31/17</u><br>DATE                                     |



## Supplement 1

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Date: May 18, 2017  
Project: 10<sup>th</sup> & Front Garage Repair  
Contractor: Watson Associates  
Change Order Number: 001  
Architects Project Number: 1600326

The Contract is changed as follows:

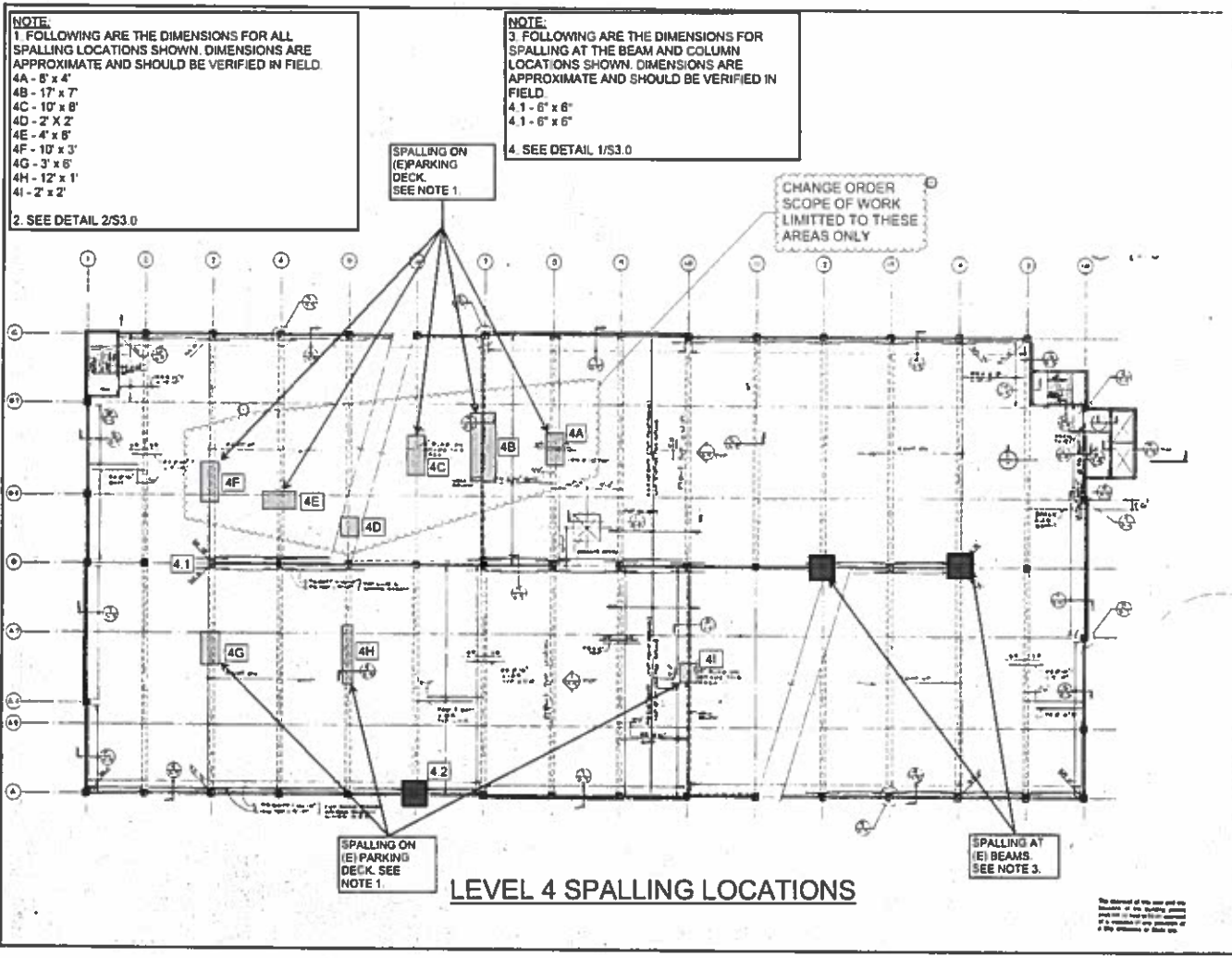
The scope of work has to decrease to areas 4A thru 4F only as shown in the contract drawings (see attached for locations), but the amount of work needed in areas 4A thru 4F has to increase by the following amounts:

Additional surface area removal is required in the slab repair to reach sound concrete from 297 sq. ft. to 372 sq. ft. for an additional area of 75 sq. ft. Additional depth of the concrete removal in the slab repair is required to reach sound concrete from original volume of 12.4 cu. ft. to 84.3 cu. ft. for an additional volume of 71.9 cu. ft. Additional reinforcement is required due to more corrosion in the slab reinforcement than originally anticipated which requires a total length of #4 bars equal to 102 feet and a total length of #5 bars equal to 127 feet. Anodes will be added to the slab repair to help prevent the spread of corrosion in the reinforcement and to help prevent future corrosion. The anodes have a minimum spacing of 30 inches in any direction, which equals a total of 76 anodes through the repaired areas. The area is now exposed and may be detrimental to the public welfare and property if the repair does not continue immediately.



SPALLING REPAIR  
PLAN - LEVEL 4

S2.2



**From:** [Rusty Boicourt](#)  
**To:** [Mark Watson](#)  
**Cc:** [Benjamin Hout](#); "[Judson Williams](#)"  
**Subject:** 10th & Front Garage Repair - Summary quantities  
**Date:** Monday, May 15, 2017 3:29:40 PM  
**Attachments:** [inspection\\_data.pdf](#)

---

Hi Mark,

Below is my summary of the material quantities:

|                           |   |
|---------------------------|---|
| Total Repair Area:        | 372 ft <sup>2</sup>                       |
| ½" Repair Volume:         | 15.5 ft <sup>3</sup>                      |
| Additional Repair Volume: | 68.8 ft <sup>3</sup>                      |
| Total Repair Volume:      | 84.3 ft <sup>3</sup> (includes aggregate) |
| Total repaired rebar:     | 229 ft                                    |
| Total XP anodes:          | 76 ea.                                    |

Attached is the spreadsheet of all measurements and calculations for reference. Let me know if I missed anything.

Thank you,

Rusty Boicourt, P.G.  
NDE & Materials Specialist  
Materials Testing & Inspection, Inc.  
2791 S. Victory View Way  
Boise, Idaho 83709

Tel: 208.376.4748  
Tel: 800.376.9754  
Cell: 208.870.9992  
Fax: 208.322-6515  
Email: [boicourtr@mti-id.com](mailto:boicourtr@mti-id.com)  
Web: [www.mti-id.com](http://www.mti-id.com)



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SECTION 00 43 22 UNIT PRICES BID FORM  
EXECUTE AND SUBMIT WITH BID

REVISED UNIT PRICE BID FORM  
Addendum No. 1

UNIT PRICES

All Bidders must provide unit prices for the items listed below. These unit prices apply to and shall be the same for Base Bid and any subsequent and approved Change Orders.

| Schedule A: Change Order Unit Prices  |          |                 |                 |
|---|----------|-----------------|-----------------|
| Item  | Amount   | Unit of Measure | Basis of Amount |
| 1. Cost of complete crack preparation, route inject, and seal of cracking   | \$ 38.68 | LF              | 1               |
| 2. Cost of complete concrete spall repair, including slab preparation, patch/repair, and finish.  | \$ 19.47 | SF              | 1               |
| 3. Cost of additional slab removal if required to go beyond 1/2" removal in order to achieve sound concrete for re-patching.                        | \$ 308.- | CF              | 1               |
| 4. Cost of individual reinforcement replacement (including all slab demolition, preparation, material, and patching) when subject to deterioration. | \$ 192.- | 3'-0" length    | 1               |

SUBMITTED on 11/21/, 2016.

X Mark Watson  
SIGNATURE

MARK WATSON - OWNER  
Print Name and Title

WATSON ASSOCIATES  
Contractor / Company

P.O. BOX 190239  
Address

BOISE ID 83719  
City, State, Zip

003625-C-3  
Idaho Public Works Contractor License No.

8/31/2017  
License Expiration Date

94-2428463  
Federal Tax ID #

info@watsonassoc.com  
E-mail Address

208-484-0988  
Phone No.

N/A  
Fax No.

END OF SECTION 00 43 22

UNIT PRICES

00 43 22 - 1

GROVE (10<sup>TH</sup> FRONT) LSCAP

|             |          |      |
|-------------|----------|------|
| Prepared By | Initials | Date |
| Approved By |          |      |

|    |  |      | @ \$<br>UNIT | TOTALS    |
|----|--|------|--------------|-----------|
| 1  | 1/2" REPAIR AREA   | 372  | 1947         | 7243      |
| 6  | ADDED CF AREA BEYOND<br>ABOVE 1/2"   | 68.8 | 308          | 21190     |
| 11 | BAR REPLACEMENT<br>(WE ACTUALLY REPLACED MORE<br>TO SAVE SANDBLAST TIME<br>AND/OR ABRASIVE DAMAGE) | 229  | 64           | 14656     |
| 18 | ANODES   | 76   | 142          | 10792     |
| 21 | GEN CONDITIONS BID<br>(ACTUAL WAS 19,857)  |      |              | 18148     |
| 26 | TOTAL NET  |      |              | 72029     |
| 28 | DEDUCT CONTRACT  |      |              | < 32697 > |
| 31 | C/O REQUEST  |      |              | 39332     |



**AGENDA BILL**

|   |   |                               |
|---|---|-------------------------------|
| <b>Agenda Subject:</b><br>CONSIDER: Resolution No. 1495, Modification of Urban Renewal Planning Documents to Remove Outdated Streetscape Standards and Elements of Continuity Attachments from Central, River Myrtle – Old Boise, and Westside Downtown Urban Renewal Plans |   | <b>Date:</b><br>June 12, 2017 |
| <b>Staff Contact:</b><br>Matt Edmond  | <b>Attachments:</b><br>1. Resolution No. 1495 |                               |
| <b>Action Requested:</b><br>Adopt Resolution No. 1495 approving modification of urban renewal plans to remove outdated streetscape standards and elements of continuity attachments from Central, River Myrtle – Old Boise, and Westside Downtown Urban Renewal Plans.      |   |                               |

**Statement of Policy:**

The Downtown Boise Streetscape Standards and Elements of Continuity attachments or portions thereof to the Boise Central, River Myrtle – Old Boise, and Westside Downtown urban renewal plans have been superseded by the Downtown Boise Streetscape Standards Manual, which was adopted by the City of Boise in 2016. As such, these attachments to the urban renewal plans are outdated and redundant, and should be removed for better accuracy and to avoid confusion.

**Background:**

In order to provide guidance and establish consistency for improvements to the public right of way within its urban renewal district boundaries, CCDC developed and maintained streetscape design and furnishing standards as planning document attachments to its urban renewal plans. CCDC played an important leadership role in establishing standards for placemaking and the creation of a pedestrian friendly public realm in downtown Boise. These standards continue as City of Boise standards governed by the Design Review Commission. As the streetscape standards are part of the Downtown Boise Design Standards and Guidelines the Commission has more flexibility to consider unique site characteristics in the application of the standards. This is good for development. The adopted versions of these planning documents include:

2001 Westside Downtown Urban Renewal Plan:

Pages 70–84 of Attachment 3 Westside Downtown Framework Master Plan (pages 119–132 in the plan): Design Standards – Street Character Types

Pages 85–100 of Attachment 3 Westside Downtown Framework Master Plan (pages 133–148 in the plan): Design Standards – Street Design Elements

First Amended and Restated Urban Renewal Plan River Myrtle – Old Boise Urban Renewal Project:

Attachment No. 3B Streetscape Standards

Attachment No. 3C Elements of Continuity

Boise Central District - 2007 Amended and Restated Urban Renewal Plan:

Attachment No. 3F Downtown Boise Streetscape Standards – 2007

Attachment No. 3G Downtown Boise Elements of Continuity – 2007

In 2009, CCDC staff developed the Downtown Boise Streetscape Standards & Specifications Manual based on these planning documents to provide an easy to use reference for developers and agency staff. In 2015, CCDC staff updated the Streetscape Standards & Specifications Manual in coordination with partner agencies to incorporate changes such as new furnishing standards, adoption of green stormwater best practices (suspended paving systems/Silva Cell), and inclusion of streetscape standards for the 30<sup>th</sup> Street District.

CCDC transmitted the updated streetscape manual to the City of Boise for adoption. The City of Boise has subsequently adopted the manual as part of its Downtown Boise Design Standards and Guidelines in June 2016. This allows the Boise Planning and Development Services Department to assume its proper regulatory role over streetscape design and further clarifies that CCDC has no regulatory authority with regard to streetscapes. However, to be eligible to receive CCDC funding for streetscape improvements under the Agency's Participation Program, streetscape standards or Design Review Commission approved modifications which are acceptable to CCDC must be followed. The change also allows for a more cohesive and flexible review of projects by the City's Design Review staff and Commission.

Now that updated streetscape standards and specifications have been formally adopted by the City of Boise, the older standards that remain as planning document attachments to three CCDC urban renewal plans are duplicative, in many cases outdated, and may otherwise give rise to confusion that CCDC plays a role in regulating streetscape improvements in Downtown Boise. In order to avoid proliferation of these duplicative and outdated standards, or confusion as to CCDC's role, staff proposes a modification to the planning documents to remove the attachments or portions thereof listed above from the Boise Central, River Myrtle – Old Boise, and Westside Downtown urban renewal plans.

Following authorization by the CCDC board on May 8, CCDC staff notified the City on May 9 and published notice in the Idaho Statesman on May 12 of proposed modification to the planning documents, thus providing the City and other interested person or entity an opportunity to comment on said proposed modification. As of today, CCDC has received no written comments on the proposed modifications.

**Staff Recommendation:**

Adopt Resolution No. 1495 approving modification of urban renewal plans to remove outdated streetscape standards and elements of continuity attachments from Central, River Myrtle – Old Boise, and Westside Downtown Urban Renewal Plans.

**Suggested Motion:**

I move to adopt Resolution No. 1495 approving modification of urban renewal plans to remove outdated streetscape standards and elements of continuity attachments from Central, River Myrtle – Old Boise, and Westside Downtown Urban Renewal Plans.



**RESOLUTION NO. 1495**

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 MODIFICATION OF THE DOWNTOWN URBAN RENEWAL PLANS; 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, in order to provide guidance and establish consistency for improvements to the public right of way within its urban renewal district boundaries, the Agency developed and maintained streetscape design and furnishing standards as planning document attachments to its Downtown Urban Renewal Plans;

WHEREAS, in 2009, Agency staff developed the Downtown Boise Streetscape Standards & Specifications Manual based on these planning documents to provide an easy to use reference for developers and agency staff.

WHEREAS, in 2015, Agency staff updated the Streetscape Standards & Specifications Manual in coordination with partner agencies to incorporate changes such as new furnishing standards, and adoption of green stormwater best practices;

WHEREAS, the Agency transmitted the updated streetscape manual to the City for adoption. The City has subsequently adopted the manual as part of its Downtown Boise Design Standards and Guidelines in June 2016. This allows the Boise Planning and Development Services Department to assume its proper regulatory role over streetscape design and further clarifies that the Agency has no regulatory authority with regard to streetscapes. The change also allows for a more cohesive and flexible review of projects by the City's Design Review staff and Commission;

WHEREAS, now that updated streetscape standards and specifications have been formally adopted by the City, the older standards that remain as attachments to the Downtown Urban Renewal Plans are duplicative, in many cases outdated, and may otherwise give rise to confusion that the Agency plays a role in regulating streetscape improvements in Downtown Boise. In order to avoid proliferation of these duplicative and outdated standards, or confusion as to the Agency's role, Agency staff proposed a modification to the planning documents to remove the attachments or portions thereof from the Downtown Urban Renewal Plans;

WHEREAS, at the May 8, 2017, Board meeting the Board reviewed the proposed modifications to the Downtown Urban Renewal Plans and authorized Agency staff to publish and distribute the thirty (30) day notice of the proposed modifications;

WHEREAS, as required by the Downtown Urban Renewal Plans and as authorized by the Board, the Agency has notified the City and published a public notice of such proposed modification at least thirty (30) days prior to the consideration of such proposed modification, thus providing the City and other interested person or entity an opportunity to comment on said proposed modification;

WHEREAS, the Agency Board has considered any such comments at its Board meeting of June 12, 2017;

WHEREAS, the Board finds it in the best interests of the Agency and the public to modify the Downtown Urban Renewal Plans by removing the attachments or portions thereof dealing with streetscape standards.

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 Board hereby approves the modification of the Downtown Urban Renewal Plans by removing the attachments or portions thereof dealing with streetscape standards.

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 June 12, 2017. Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on this 12th day of June 2017.

APPROVED:

By \_\_\_\_\_  
Chairman of the Board

ATTEST:

By \_\_\_\_\_  
Secretary



**AGENDA BILL**

|   |   |                               |
|---|---|-------------------------------|
| <b>Agenda Subject:</b><br>CONSIDER: Resolution 1496 Addendum to Cooperative Agreement with ITD for Front and Myrtle Improvements  |   | <b>Date:</b><br>June 12, 2017 |
| <b>Staff Contact:</b><br>Matt Edmond  | <b>Attachments:</b><br>1) Resolution 1496 |                               |
| <b>Action Requested:</b><br>Adopt Resolution No. 1496, approving and authorizing the execution of an addendum to the cooperative agreement with Idaho Transportation Department to implement near term improvements as identified by the Front and Myrtle Alternatives Analysis as part of its US20/26 resurfacing project in 2017. |   |                               |

**Fiscal Notes:**

**If approved, Resolution 1496 authorizes the Executive Director to execute an updated cooperative agreement with Idaho Transportation Department for design and construction costs up to \$135,000 to implement near term improvements identified by the Front & Myrtle Alternatives Analysis as part of its US20 resurfacing project in 2017.** This agreement will be funded from the River Myrtle – Old Boise fund balance.

**Background:**

At a special meeting in March 2017, the CCDC Board previously approved a cooperative agreement with ITD in the amount of up to \$80,000 for the design and construction of near term improvements along the corridor as identified by the Front and Myrtle Alternatives Analysis during this summer’s US20/26 resurfacing project. ITD opened bids on May 16, 2017, and the responsive low bidder submitted a total amount of \$3,149,706.70; approximately 30% above the engineer’s estimate of \$2,360,057.66 for the project. This high bid has been typical of projects bid out by both ITD and ACHD in recent months. The CCDC share of construction costs by the lower bidder was \$60,840 above the engineer’s estimate. This significant cost increase is due to a tight market for contractors as well as specialized pay items that require additional subcontractor work, such as brick paver repair and conduit installation.

In spite of this cost increase, these improvements still represent a great deal of value, in improving conditions for pedestrians and setting conditions for potential future installation of signals along the corridor. Additionally, CCDC has sufficient funds available to cover the additional costs. As such, CCDC staff recommends moving forward with an updated cooperative agreement for the new amount. ITD has also requested payment in advance upon award of the contract, which will be considered by the full ITD Board on June 22. CCDC staff believes this is a reasonable request.

**Staff Recommendation:**

Agency staff recommends that the CCDC Board adopt Resolution 1496 approving an addendum to the cooperative agreement with Idaho Transportation Department to implement near term improvements identified by the Front & Myrtle Alternatives Analysis during its US20 resurfacing project in 2017, and authorizing the Agency’s Executive Director to execute the agreement.

**Suggested Motion:**

I move to adopt Resolution 1496 approving an addendum to the cooperative agreement with Idaho Transportation Department to implement near term improvements identified by the Front & Myrtle Alternatives Analysis during its US20 resurfacing project in 2017, and authorizing the Agency's Executive Director to execute the agreement.

**RESOLUTION NO. 1496**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AN ADDENDUM TO A COOPERATIVE AGREEMENT FOR THE US20, MYRTLE, FRONT, BROADWAY RESURFACING PROJECT BY AND BETWEEN THE AGENCY AND THE IDAHO TRANSPORTATION DEPARTMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE ADDENDUM AND ANY NECESSARY DOCUMENTS OR AGREEMENTS SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE ADDENDUM; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "1994 Amended Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the 1994 Amended Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing 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 District Plan") and, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the Central District Plan; and,

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

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

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

WHEREAS, the Amended and Restated Urban Renewal Plan and the River Myrtle-Old Boise Plan, along with the Agency's Westside Plan 30<sup>th</sup> Street Plan, are collectively referred to as the "Downtown Urban Renewal Plans"; and,

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

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

WHEREAS, the Agency staff is working in collaboration with representatives from the Ada County Highway District, the City of Boise, the Community Planning Association of Southwest Idaho, and the Idaho Transportation Department on the "*Front and Myrtle Street Alternatives Analysis Project*"; and,

WHEREAS, the Idaho Transportation Department is planning to resurface Front and Myrtle Streets in 2017 ("ITD Project 19727"); and,

WHEREAS, Agency staff, in collaboration with representatives from the Ada County Highway District, the City of Boise, the Community Planning Association of Southwest Idaho, and the Idaho Transportation Department, identified a list of near term improvements that could be accomplished with the upcoming Idaho Transportation Department resurfacing project on Front and Myrtle Streets (the "Cooperative Agreement"); and,

WHEREAS, the Agency entered into a prior cooperative agreement with Idaho Transportation Department on March 24, 2016 to accomplish near term improvements with the resurfacing project at a cost of up to \$80,000; and,

WHEREAS, at the bid opening for ITD Project 19727, the responsive low bidder amount for the Agency's pay items significantly exceeded the amount originally approved by the Agency Board of Commissioners (the "Cooperative Agreement Addendum"); and,

WHEREAS, the Agency's FY2017 Budget, adopted on August 24, 2016, has sufficient funds designated and available to pay for the eligible project costs identified in the Cooperative Agreement Addendum, attached hereto as Attachment 1; and,

WHEREAS, Agency staff recommends approval of the Cooperative Agreement Addendum; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to approve the Cooperative Agreement and to authorize the Executive Director to execute same.

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

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

Section 2: That the Cooperative Agreement Addendum, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, is hereby approved and adopted.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Cooperative Agreement Addendum and to execute all necessary documents required to implement the actions contemplated by the Cooperative Agreement Addendum, subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to actions have been met; and further, any necessary technical changes to the Cooperative Agreement Addendum or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Cooperative Agreement and the comments and discussions received at the June 12, 2017, Agency Board meeting; and further, the Agency is authorized to appropriate any and all funds contemplated by the Cooperative Agreement and to perform any and all other duties required pursuant to said Cooperative Agreement.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on June 12, 2017. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 12, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
John Hale, Chairman

ATTEST:

By: \_\_\_\_\_  
Ryan Woodings, Secretary



**ADDENDUM TO  
COOPERATIVE AGREEMENT  
PROJECT NO. A019(727)  
US20, MYRTLE, FRONT, BROADWAY RESURFACING  
ADA COUNTY  
KEY NO. 19727**

**PARTIES**

THIS ADDENDUM is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Idaho Transportation Department, hereafter called the State and the Capital City Development Corporation, hereafter called the CCDC.

**PURPOSE**

This Addendum will modify the Cooperative Agreement entered into on the 24<sup>th</sup> day of March, 2017, (hereinafter "Agreement") between the same parties.

The parties agree to the following revisions:

A. Section II of the Agreement will be amended by adding the following paragraph thereto:

3. Pay to the State the additional amount of Sixty Thousand Eight Hundred Forty Dollars (\$60,840) as detailed in Exhibit C attached hereto.

B. All other terms and conditions previously agreed to and set forth in the Agreement shall remain in full force and effect.

**EXECUTION**

This Addendum is executed for the State by its District Engineer, and executed for the CCDC by its authorized representative.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
District Engineer

**CAPITAL CITY DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Executive Director

US-20; MYRTLE, FRONT, BROADWAY RESURFACING, KEY# 19727

| BID ITEM                   | TASK                     | QUANTITY | UNIT | ITD UNIT \$ | ITD TOTAL   | SUNROC UNIT \$ | SUNROC TOTAL | DELTA              |
|----------------------------|--------------------------|----------|------|-------------|-------------|----------------|--------------|--------------------|
| 203-060A                   | REM OF CONC SIDEWALK     | 179      | SY   | \$16.14     | \$2,889.06  | \$65.00        | \$11,635.00  | \$8,745.94         |
| 203-070A                   | REM OF CURB & GUTTER     | 165      | FT   | \$3.35      | \$552.75    | \$14.25        | \$2,351.25   | \$1,798.50         |
| 405-240A                   | MISC PAV (*ITD S912-05C) | 216      | SY   | \$19.24     | \$4,155.84  | \$37.00        | \$7,992.00   | \$3,836.16         |
| 614-015A                   | SIDEWALK                 | 155      | SY   | \$70.00     | \$10,850.00 | \$38.00        | \$5,890.00   | -\$4,960.00        |
| 614-025A                   | CURB RAMP (PERPENDICULAR | 52       | SY   | \$95.00     | \$4,940.00  | \$145.00       | \$7,540.00   | \$2,600.00         |
| 615-492A                   | CURB & GUTTER TY 2       | 178      | FT   | \$15.20     | \$2,705.60  | \$30.00        | \$5,340.00   | \$2,634.40         |
| 656-005A                   | TRAF SIGNAL INSTALLATION | 1        | LS   | \$5,000.00  | \$5,000.00  | \$22,800.00    | \$22,800.00  | \$17,800.00        |
| 656-005B                   | TRAF SIGNAL INSTALLATION | 1        | LS   | \$5,000.00  | \$5,000.00  | \$22,800.00    | \$22,800.00  | \$17,800.00        |
| S912-05A                   | LANDSCAPE REPAIR         | 30       | SY   | \$15.00     | \$450.00    | \$162.00       | \$4,860.00   | \$4,410.00         |
| S912-05B                   | BRICK REPAIR             | 19       | SY   | \$25.00     | \$475.00    | \$350.00       | \$6,650.00   | \$6,175.00         |
|                            |                          |          |      |             | \$37,018.25 |                | \$97,858.25  | \$60,840.00        |
| <b>TOTAL CCDC OWES ITD</b> |                          |          |      |             |             |                |              | <b>\$60,840.00</b> |



**AGENDA BILL**

|   |  |                               |
|---|--|-------------------------------|
| <b>Agenda Subject:</b><br>11 <sup>th</sup> and Myrtle – Pioneer Corner – Type Four Participation Agreement Designation with BVGC Parcel B, LLC.   |  | <b>Date:</b><br>June 12, 2017 |
| <b>Staff Contact:</b><br>Matt Edmond  | <b>Attachments:</b><br>1) Pioneer Corner Site Plan |                               |
| <b>Action Requested:</b><br>Review Pioneer Corner as a project eligible to utilize Type 4 Participation Agreement and direct staff to continue negotiating a final agreement with BVGC Parcel B, LLC for future board approval. |  |                               |

**Background:**

Through the Front and Myrtle Alternatives Analysis, CCDC staff and agency partners identified a number of near term improvements along the Front and Myrtle corridor that could be accomplished either as part of or concurrently with the ITD resurfacing project on Front, Myrtle, and Broadway scheduled to occur in the summer of 2017.

One of the more notable near term improvements identified was an improved connection between the existing Pioneer Pathway and the intersection of 11<sup>th</sup> and Myrtle Streets. This improved connection was proposed to include a realigned crosswalk on Myrtle Street and directional pedestrian ramps at the corner (to be done as part of the ITD resurfacing), and the widening of the pathway paver section on the southwest corner of Myrtle and 11<sup>th</sup> Streets to better accommodate both bicyclists and pedestrians transitioning to and from the main pathway. Subsequent discussions with Boise City staff, CCDC staff, and the adjacent property owner yielded consensus on an improvement that also included additional trees, benches, and a waste receptacle (Attachment 1).

The City has issued a zoning certificate for the project and The Land Group is finalizing the project design and specifications. CCDC would normally bid the project out for construction once the project manual is finalized. However, the developer of Pioneer Crossing, located just across Myrtle from the project site, has agreed to complete the improvements as part of its construction efforts. The developer anticipates being able to complete the work in late summer/early fall 2017 under a participation agreement with CCDC. This would allow CCDC to accomplish the improvements at roughly the same time as if it was bid out separately, potentially with some savings due to economy of scale, and with less administrative burden.

**Fiscal Notes:**

The project is estimated to include approximately \$75,000 in eligible costs. The 2017-2021 mid-year CIP adopted by the CCDDC Board of Commissioners in March 2017 included \$125,000 for Front and Myrtle near-term improvements, which included this project and the cooperative agreement with the ITD resurfacing project.

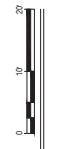
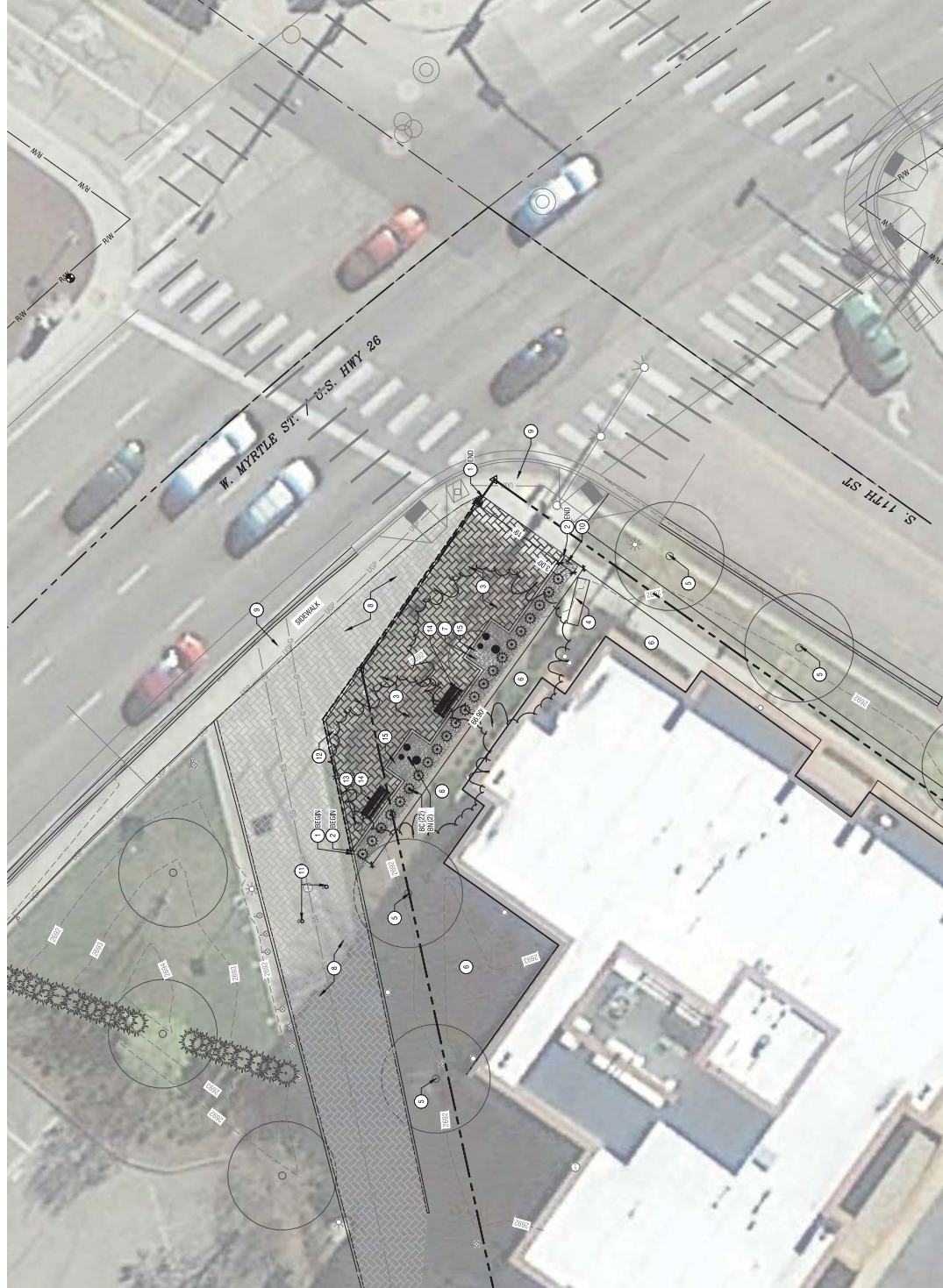
**Staff Recommendation:**

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

**Suggested Motion:**

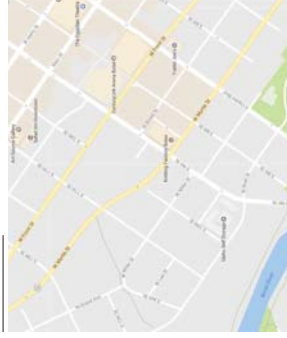
I move to direct staff to negotiate a final Type 4 Participation Agreement with BVGC Parcel B, LLC for future board approval.

| PLANT SCHEDULE |  |            |      |
|----------------|--|------------|------|
| TREES          | BOTANICAL NAME / COMMON NAME                     | CONT. DIA. | CITY |
| BR             | BETULA NERPA / EUROPEAN LIME TREE                | 18 X 8     | P    |
| SHRUBS         | BOTANICAL NAME / COMMON NAME                     | CONT. FEET | CITY |
| BR             | BESSEMER THUNBERGII / CONGOLESE JAPANESE ANJURRY | 2 GAL      | 22   |



**Site & Landscape Plan**  
HORIZONTAL SCALE: 1" = 10'

Vicinity Map:



**Sheet Notes:**

- A. CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK. PRIOR TO BEGINNING WORK, CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH LANDSCAPE ARCHITECT.
- B. ARCHITECT SHALL SUPERVISE ALL LANDSCAPE AND PREPARATION AREAS. UNLESS OTHERWISE NOTED, ALL AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- C. IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL CORRECT WITH AN ACCESSIBILITY GUIDELINES. WITHIN THE PROJECT SCHEDULE, THROUGHOUT THE DURATION OF THE PROJECT AS REQUIRED.

**Material Legend:**

- BARK MULCH TO MATCH EXISTING AT 7" DEPTH.
- NEW BRICK PAVES TO MATCH EXISTING.

**Keynotes:**

1. REMOVE EXISTING CONCRETE CURBS IN THIS APPROXIMATE AREA.
2. NEW CONCRETE CONTAINMENT CURBS.
3. EXISTING TREE TO BE PRESERVED AND PROTECTED.
4. EXISTING TREE TO BE PRESERVED AND PROTECTED. REFERENCE TREE PROTECTION INFORMATION LOCATED IN PRESERVED LANDSCAPE AREAS IS FULLY FUNCTIONAL.
5. EXISTING TREE TO BE REMOVED - REMOVE STUMP AND ROOTS IF UNABLE GRIND.
6. STUMP 2' BELOW GRADE TO BE PRESERVED AND PROTECTED.
7. EXISTING CONCRETE PLANTER TO BE PRESERVED AND PROTECTED.
8. EXISTING CONCRETE PLANTER TO BE PRESERVED AND PROTECTED.
9. EXISTING CONCRETE PLANTER TO BE PRESERVED AND PROTECTED.
10. EXISTING CONCRETE PLANTER TO BE PRESERVED AND PROTECTED.
11. EXISTING CONCRETE PLANTER TO BE PRESERVED AND PROTECTED.
12. EXISTING CONCRETE PLANTER TO BE PRESERVED AND PROTECTED.
13. EXISTING CONCRETE PLANTER TO BE PRESERVED AND PROTECTED.
14. BRICK TO MATCH PREVIOUS PHASES.
15. BRICKS/BRICK ROOT CONTROL SYSTEM.

**Tree Protection Notes:**

- A. PROTECT THE CRITICAL ROOT ZONE OF THE TREES TO BE REMOVED ON SITE. (NOTE: CRITICAL ROOT ZONE IS THE AREA DIRECTLY BELOW THE DIRM LINE OF THE TREE.)
- A.A. PROTECT CRITICAL ROOT ZONE WITH BRICKS/BRICK ROOT CONTROL SYSTEM AND THE CRITICAL ROOT ZONE PRIOR TO INSTALLATION OF CONSTRUCTION.
- A.B. DO NOT ALLOW COMPACTOR OR EQUIPMENT TRAFFIC DURING CONSTRUCTION TO CROSS THE CRITICAL ROOT ZONE.
- A.C. DO NOT ALLOW CONCRETE TRUCKS TO DRIVE WITHIN THE PROTECTION AREA.
- A.D. ANTIWHEEL TRACKS SHALL BE INSTALLED TO PROTECT THE CRITICAL ROOT ZONE.
- A.E. MAINTAIN WATERING WITHIN THE CRITICAL ROOT ZONE FROM 10:00 AM TO 4:00 PM DAILY. EQUIVALENT OF 1-1/2" OF WATER OVER THE ENTIRE AREA PER WEEK.
- A.F. DO NOT TRENCH, EXCAVATE, FILL OR OTHERWISE DISTURB THE SOIL WITHIN THE CRITICAL ROOT ZONE.
- A.G. ADJUST PROPOSED IMPROVEMENT LOCATIONS AS REQUIRED TO AVOID DAMAGING TREE ROOTS.
- A.H. OPERATE EQUIPMENT IN SUCH A MANNER AS TO AVOID CONTACT WITH TREE TRUNKS OR BRANCHES.
- B.A. PROTECT PROPERTY TREES SHALL BE PERFORMED BY A LICENSED ARBORIST.
- C. ALL TREES DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED DURING THE FOLLOWING PHASES:
  - 1. 1" CALIBER TREE REMOVED
  - 2. 2" CALIBER TREE REMOVED
  - 3. 3" CALIBER TREE REMOVED
  - 4. 4" CALIBER TREE REMOVED
  - 5. 5" CALIBER TREE REMOVED
  - 6. 6" CALIBER TREE REMOVED
  - 7. 7" CALIBER TREE REMOVED
  - 8. 8" CALIBER TREE REMOVED
  - 9. 9" CALIBER TREE REMOVED
  - 10. 10" CALIBER TREE REMOVED
  - 11. 11" CALIBER TREE REMOVED
  - 12. 12" CALIBER TREE REMOVED
  - 13. 13" CALIBER TREE REMOVED
  - 14. 14" CALIBER TREE REMOVED
  - 15. 15" CALIBER TREE REMOVED
  - 16. 16" CALIBER TREE REMOVED
  - 17. 17" CALIBER TREE REMOVED
  - 18. 18" CALIBER TREE REMOVED
  - 19. 19" CALIBER TREE REMOVED
  - 20. 20" CALIBER TREE REMOVED
  - 21. 21" CALIBER TREE REMOVED
  - 22. 22" CALIBER TREE REMOVED
  - 23. 23" CALIBER TREE REMOVED
  - 24. 24" CALIBER TREE REMOVED
  - 25. 25" CALIBER TREE REMOVED
  - 26. 26" CALIBER TREE REMOVED
  - 27. 27" CALIBER TREE REMOVED
  - 28. 28" CALIBER TREE REMOVED
  - 29. 29" CALIBER TREE REMOVED
  - 30. 30" CALIBER TREE REMOVED
  - 31. 31" CALIBER TREE REMOVED
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  - 95. 95" CALIBER TREE REMOVED
  - 96. 96" CALIBER TREE REMOVED
  - 97. 97" CALIBER TREE REMOVED
  - 98. 98" CALIBER TREE REMOVED
  - 99. 99" CALIBER TREE REMOVED
  - 100. 100" CALIBER TREE REMOVED

|              |                          |
|--------------|--------------------------|
| Project Name | Pioneer Pathway Addition |
| City         | Boise                    |
| County       | Ada                      |
| Sheet No.    | L1.00                    |
| Scale        | 1" = 10'                 |
| Author       |                          |
| Checker      |                          |
| Designer     |                          |
| Engineer     |                          |
| Architect    |                          |
| Contractor   |                          |
| Client       |                          |
| Date         |                          |

**Pioneer Pathway Addition**  
11th And Myrtle  
Boise

**Zoning Certificate Plan**  
Site & Landscape Plan



**L1.00**



**AGENDA BILL**

|   |  |                               |
|---|--|-------------------------------|
| <b>Agenda Subject:</b><br>New Procurement Policy                            |  | <b>Date:</b><br>June 12, 2017 |
| <b>Staff Contact:</b><br>Mary Watson, Contracts Manager,<br>Attorney at Law | <b>Attachments:</b><br>1. Resolution No. 1498<br>2. Procurement Policy (effective July 1, 2017)<br>3. Senate Bill 1074 |                               |
| <b>Action Requested:</b><br>Adopt new Procurement Policy.                   |  |                               |

**Background:**

During the 2017 session the Legislature passed Senate Bill 1074 (*Attachment 3*) to update the procurement statutes that apply to political subdivisions. Changes include increased dollar threshold amounts for both formal and informal bid processes as well as exemption and bonding changes related to some types of public works projects. The changes take effect July 1, 2017.

With these changes, staff recommends that the Executive Director’s general spending authority be increased to better coordinate with Idaho Code. These proposed changes will allow the Agency to move more quickly and efficiently on its smaller projects and purchases.

*Summary of the Legislative Changes and Proposed Policy Changes:*

**Public Works Construction (I.C. § 67-2805):**

|   | <u>CURRENT STATUTE<br/>AND AGENCY POLICY</u> | <u>AFTER JULY 1, 2017</u>   |
|---|--|-----------------------------|
| Best Interests of Agency                | \$0 - \$25,000                               | \$0 - \$50,000 <sup>1</sup> |
| Informal Bidding - Exec. Director Limit | \$25k - \$100,000                            | \$50k - \$200,000           |
| Formal Bidding - Board Approval         | Over \$100,000                               | Over \$200,000              |

**Unskilled Services / Personal Property (I.C. § 67-2806):**

|   | <u>CURRENT STATUTE<br/>AND AGENCY POLICY</u> | <u>AFTER JULY 1, 2017</u>      |
|---|--|--------------------------------|
| Best Interests of Agency                | \$0 - \$25,000                               | \$0 - \$50,000                 |
| Informal Bidding - Exec. Director Limit | \$25k - \$50,000                             | \$50k - \$100,000 <sup>2</sup> |
| Formal Bidding - Board Approval         | Over \$50,000                                | Over \$100,000                 |

<sup>1</sup> No payment / performance bonds and no public works construction license needed for projects valued under \$50,000 (I.C. § 54-1903)

<sup>2</sup> A new Section 67-2806A allows for an RFP (request for proposals) process as an alternative to the informal and formal competitive bidding requirements of I.C. § 67-2806. When factors other than low price are important, an RFP process here seems very beneficial.

**Design Professionals (I.C. § 67-2320):** No changes made by the Legislature. The proposed change to the Executive Director's spending limit is for consistency across procurement categories.

|                      | <u>CURRENT<br/>AGENCY POLICY</u> | <u>PROPOSED POLICY<br/>AFTER JULY 1, 2017</u> |
|----------------------|----------------------------------|---|
| Exec. Director Limit | \$50,000                         | \$100,000                                     |

**Consultants / Professional Services and Miscellaneous Exclusions (I.C. §67-2803):**

After July 1, 2017, more items get excluded from the procurement requirements, including procurement of software maintenance, public utilities, repairs on heavy equipment, and anything under \$50,000. The proposed change to the Executive Director's spending limit is for consistency across procurement categories.

|                      | <u>CURRENT<br/>AGENCY POLICY</u> | <u>PROPOSED POLICY<br/>AFTER JULY 1, 2017</u> |
|----------------------|----------------------------------|---|
| Exec. Director Limit | \$50,000                         | \$100,000                                     |

The Agency last updated its Procurement Policy in December 2010 to match statutory dollar thresholds. At that time the Board of Commissioners authorized the Executive Director to make procurement decisions for informally-bid projects and procurements in the best interests of the Agency.

**Fiscal Notes:** No fiscal impact. The changes provide for a more streamlined and efficient procurement process while still providing adequate oversight and protections.

**Staff Recommendation:** Adopt Resolution No. 1498 adopting a new Procurement Policy.

**Suggested Motion:** I move adoption of Resolution No. 1498 to adopt a new Procurement Policy consistent with Chapter 28, Title 67, Idaho Code.

**RESOLUTION NO. 1498**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, RESCINDING THE PROCUREMENT POLICY ADOPTED DECEMBER 13, 2010, BY RESOLUTION NO. 1245; ADOPTING AN UPDATED PROCUREMENT POLICY, EFFECTIVE JULY 1, 2017; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Idaho Code § 50-2006(e) requires that the Agency abide by the competitive bidding provisions of chapter 28, title 67, Idaho Code; and,

WHEREAS, the Agency has previously adopted a procurement policy recognizing the need to abide by the competitive bidding provisions of chapter 28, title 67, Idaho Code; and,

WHEREAS, the Agency Board has previously delegated authority to the Executive Director to enter into contracts and agreements for goods and services, including professional services, up to the sum of Fifty Thousand Dollars (\$50,000), and previously delegated authority to the Executive Director to enter into contracts and agreements for public works construction up to the sum of One Hundred Thousand Dollars (\$100,000); and,

WHEREAS, in consideration of changes made to the competitive bidding provisions of chapter 28, title 67, Idaho Code, by the 2017 Idaho Legislature, the Agency desires to update the Agency Procurement Policy and modifying the delegation of authority by increasing the authority of the Executive Director to enter into contracts for goods and services, including professional services but not including sole source and emergency expenditures, up to the sum of One Hundred Thousand Dollars (\$100,000) and by increasing the authority of the Executive Director to enter into contracts for public works construction up to the sum of Two Hundred Thousand Dollars (\$200,000); and,

WHEREAS, attached hereto as Exhibit A is an updated Procurement Policy prepared by Agency staff; and,

WHEREAS, the Agency Board finds it in the best interests of the Agency and public to rescind the Procurement Policy adopted December 13, 2010, by Resolution No. 1245, and approve adoption of the updated Procurement Policy to be effective July 1, 2017.



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

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

Section 2: That the previously approved Procurement Policy adopted December 13, 2010, by Resolution No. 1245 is hereby rescinded.

Section 3: That the updated Procurement Policy, attached as Exhibit A to this Resolution, is adopted.

Section 4: That this Resolution shall be in full force and effect beginning July 1, 2017.

PASSED By the Urban Renewal Agency of Boise City, Idaho, on June 12, 2017. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on June 12, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: \_\_\_\_\_  
John Hale, Chairman

ATTEST:

By: \_\_\_\_\_  
Ryan Woodings, Secretary



## PROCUREMENT POLICY

Adopted by the CCDC Board of Commissioners  
Resolution No. 1498 – approved June 12, 2017  
Effective Date: July 1, 2017

State law requires that Capital City Development Corporation (CCDC) comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code. CCDC's procurement policy complies with Idaho Code to ensure the best use of approved monies through efficient and cost-effective procurement of goods, services, and public works construction. With oversight by the governing Board of Commissioners, CCDC endeavors to procure by a publicly accountable process that respects the shared goals of economy and quality.

### Specific Implementation Policies

The following policies provide specific guidance to the CCDC Executive Director in how chapter 28, title 67, Idaho Code, is to be implemented by the Agency.

1. The CCDC Board of Commissioners authorizes the Executive Director to make bid awards and approve contracts for public works construction as described in Idaho Code § 67-2805 where the contract value is \$200,000 or less.
2. The CCDC Board of Commissioners authorizes the Executive Director to make bid awards and approve contracts for all procurement categories and procurement exclusions identified in Idaho Code, except sole source and emergency expenditures, where the contract value is \$100,000 or less.
3. The CCDC Board of Commissioners authorizes the Executive Director to make bid awards and approve contracts for sole source and emergency expenditures as described in Idaho Code § 67-2808 where the contract value is \$50,000 or less.
4. Procurement of personal and professional services shall be guided by the best interests of the Agency as determined by the CCDC Board or by the Executive Director when authorized by the CCDC Board to make bid awards and approved contracts.
5. The CCDC 2005 Procurement Policy adopted by Resolution #1245 and dated December 13, 2010, is hereby rescinded in its entirety.

Approved by the CCDC Board of Commissioners  
Resolution No. 1498

---

John Hale, Chairman

Date: \_\_\_\_\_

IN THE SENATE

SENATE BILL NO. 1074, As Amended

BY COMMERCE AND HUMAN RESOURCES COMMITTEE

AN ACT

1 RELATING TO PROCUREMENT BY POLITICAL SUBDIVISIONS; AMENDING SECTION 31-602,  
2 IDAHO CODE, TO PROVIDE THAT CERTAIN POWER AND AUTHORITY OF A COUNTY MAY  
3 BE DELEGATED BY THE BOARD OF COUNTY COMMISSIONERS; AMENDING SECTION  
4 54-1903, IDAHO CODE, TO REVISE AN EXEMPTION AND TO MAKE TECHNICAL COR-  
5 RECTIONS; AMENDING SECTION 54-1926, IDAHO CODE, TO REVISE PROVISIONS  
6 REGARDING CERTAIN CONTRACTS; AMENDING SECTION 67-2803, IDAHO CODE,  
7 TO REVISE PROVISIONS REGARDING EXCLUSIONS; AMENDING SECTION 67-2805,  
8 IDAHO CODE, TO REVISE PROVISIONS REGARDING PROCUREMENT OF PUBLIC WORKS  
9 CONSTRUCTION; AMENDING SECTION 67-2806, IDAHO CODE, TO REVISE PRO-  
10 VISIONS REGARDING PROCUREMENT OF SERVICES OR PERSONAL PROPERTY; AND  
11 AMENDING CHAPTER 28, TITLE 67, IDAHO CODE, BY THE ADDITION OF A NEW SEC-  
12 TION 67-2806A, IDAHO CODE, TO PROVIDE THAT A POLITICAL SUBDIVISION MAY  
13 UTILIZE A REQUEST FOR PROPOSAL PROCESS UNDER CERTAIN CIRCUMSTANCES,  
14 TO PROVIDE FACTORS THAT MAY BE CONSIDERED IN A REQUEST FOR PROPOSAL  
15 PROCESS, TO PROVIDE MINIMUM REQUIREMENTS FOR A REQUEST FOR PROPOSAL AND  
16 TO PROVIDE REQUIREMENTS FOR NOTIFICATION, SOLICITATION AND CONSIDERA-  
17 TION OF CONTESTS IN A REQUEST FOR PROPOSAL PROCESS.  
18

19 Be It Enacted by the Legislature of the State of Idaho:

20 SECTION 1. That Section 31-602, Idaho Code, be, and the same is hereby  
21 amended to read as follows:

22 31-602. EXERCISE OF POWERS. Its powers can only be exercised by the  
23 board of county commissioners, or by agents and officers acting under their  
24 authority, or authority of law. The purchasing power of the county, and the  
25 authority to contract for purchases, may be delegated to another elected  
26 official or an employee of the county by the board of county commissioners.

27 SECTION 2. That Section 54-1903, Idaho Code, be, and the same is hereby  
28 amended to read as follows:

29 54-1903. EXEMPTIONS. This chapter shall not apply to:  
30 (a~~1~~) An authorized representative of the United States government, the  
31 state of Idaho, or any incorporated town, city, county, irrigation district,  
32 reclamation district or other municipal or political corporation or subdi-  
33 vision of this state.  
34 (b~~2~~) Officers of a court when they are acting within the scope of their  
35 office.  
36 (e~~3~~) Public utilities operating under the jurisdiction of the public  
37 utilities commission of the state of Idaho on construction, maintenance and  
38 development work incidental to their own business.

1           (d4) The sale or installation of any finished products, materials or  
2 articles of merchandise, which are not actually fabricated into and do not  
3 become a permanent fixed part of the structure.

4           (e5) Any construction, alteration, improvement or repair of personal  
5 property.

6           (f6) Any construction, alteration, improvement or repair carried on  
7 within the limits and boundaries of any site or reservation, the title of  
8 which rests in the federal government.

9           (g7) Any construction or operation incidental to the construction and  
10 repair of irrigation and drainage ditches of regularly constituted irriga-  
11 tion districts, drainage districts or reclamation districts, except when  
12 performed by a person required to be licensed under this chapter.

13           (h8) Duly licensed architects, licensed engineers, and land surveyors  
14 when acting solely in their professional capacity.

15           (i9) Any construction, alteration, improvement or repair involving any  
16 single project involving any number of trades or crafts with an estimated  
17 cost of less than ~~ten~~ fifty thousand dollars (\$~~150,000~~), ~~or a project esti-~~  
18 ~~ated to cost less than fifty thousand dollars (\$50,000) for which no respon-~~  
19 ~~sive statement of interest was received from a licensed public works con-~~  
20 ~~tractor when statements of interest were solicited as provided in section~~  
21 ~~67-2805, Idaho Code.~~

22           (j10) Any construction, operation, alteration or maintenance of a solid  
23 waste disposal site including those operated by, for, or at the direction of  
24 a city or a county.

25           (k11) Any construction, operation or repair carried on in response to an  
26 emergency that has been officially declared by the governor pursuant to the  
27 provisions of chapter 10, title 46, Idaho Code, or an emergency that has been  
28 declared by a governing body (city or county) in anticipation of a governor's  
29 declaration, for a period of time not to exceed seven (7) calendar days.

30           SECTION 3. That Section 54-1926, Idaho Code, be, and the same is hereby  
31 amended to read as follows:

32           54-1926. PERFORMANCE AND PAYMENT BONDS REQUIRED OF CONTRACTORS FOR  
33 PUBLIC BUILDINGS AND PUBLIC WORKS OF THE STATE, POLITICAL SUBDIVISIONS AND  
34 OTHER PUBLIC INSTRUMENTALITIES -- REQUIREMENTS FOR BONDS -- GOVERNMENTAL  
35 OBLIGATIONS. Before any contract equal to or greater than fifty thousand  
36 dollars (\$50,000) for the construction, alteration, or repair of any pub-  
37 lic building or public work or improvement of the state of Idaho, or of  
38 any county, city, town, municipal corporation, township, school district,  
39 public educational institution, or other political subdivision, public au-  
40 thority, or public instrumentality, or of any officer, board, commission,  
41 institution, or agency of the foregoing, is awarded to any executed, the per-  
42 son, he to whom such contract was awarded shall furnish to the state of Idaho,  
43 or to such county, city, town, municipal corporation, township, school  
44 district, public educational institution, or other political subdivision,  
45 public authority, or public instrumentality, or to such officer, board,  
46 commission, institution, or agency thereof, bonds which that shall become  
47 binding upon the award execution of the contract, to such and the person, who  
48 to whom the contract was awarded is hereinafter designated as "contractor":

1 (1) A performance bond in any amount to be fixed by the contracting  
2 body, but in no event less than eighty-five percent (85%) of the contract  
3 amount conditioned upon the faithful performance of the contract in accor-  
4 dance with the plans, specifications and conditions thereof. Said bond  
5 shall be solely for the protection of the public body ~~awarding~~ executing the  
6 contract.

7 (2) A payment bond in an amount to be fixed by the contracting body  
8 but in no event less than eighty-five percent (85%) of the contract amount,  
9 solely for the protection of persons supplying labor or materials, or rent-  
10 ing, leasing, or otherwise supplying equipment to the contractor or his  
11 subcontractors in the prosecution of the work provided for in such contract.

12 (3) Public bodies requiring a performance bond or payment bond in ex-  
13 cess of fifty percent (50%) of the total contract amount shall not be autho-  
14 rized to withhold from the contractor or subcontractor any amount exceed-  
15 ing five percent (5%) of the total amount payable as retainage. Further, the  
16 public body shall release to the contractor any retainage for those portions  
17 of the project accepted by the contracting public body and the contractors as  
18 complete within thirty (30) days after such acceptance. Contractors, con-  
19 tracting with subcontractors pursuant to contract work with a public body,  
20 shall not be authorized to withhold from the subcontractor any amount ex-  
21 ceeding five percent (5%) of the total amount payable to the subcontractor  
22 as retainage. The contractor shall remit the retainage to the subcontractor  
23 within thirty (30) days after completion of the subcontract.

24 Each bond shall be executed by a surety company or companies duly au-  
25 thorized to do business in this state, or the contractor may deposit any of  
26 the type of government obligations listed in subsection (2) (h) of section  
27 54-1901, Idaho Code, in lieu of furnishing a surety company performance or  
28 payment bond or bonds. In the case of contracts of the state or a depart-  
29 ment, board, commission, institution, or agency thereof the aforesaid bonds  
30 shall be payable to the state, or particular state agency where authorized.  
31 In case of all other contracts subject to this chapter, the bonds shall be  
32 payable to the public body concerned.

33 Said bonds shall be filed in the office of the department, board,  
34 commission, institution, agency or other contracting body awarding the con-  
35 tract.

36 Nothing in this section shall be construed to limit the authority of the  
37 state of Idaho or other public body hereinabove mentioned to require a per-  
38 formance bond or other security in addition to these, or in cases other than  
39 the cases specified in this chapter.

40 It shall be illegal for the invitation for bids, or any person acting  
41 or purporting to act, on behalf of the contracting body to require that such  
42 bonds be furnished by a particular surety company, or through a particular  
43 agent or broker.

44 SECTION 4. That Section 67-2803, Idaho Code, be, and the same is hereby  
45 amended to read as follows:

46 67-2803. EXCLUSIONS. The procurement requirements established in  
47 this chapter shall not be applicable to:

48 (1) The acquisition of personal property when the procurement dupli-  
49 cates the price and substance of a contract for like goods or services that

1 has been competitively bid by the state of Idaho, one (1) of its political  
2 subdivisions, or an agency of the federal government;

3 (2) ~~Contracts or purchases wherein expenditures are less than~~  
4 ~~twenty-five~~ fifty thousand dollars (\$250,000), provided such contracts or  
5 purchases shall be guided by the best interests of the political subdivision  
6 procuring the goods and services as determined by the governing board;

7 (3) Disbursement of wages or compensation to any employee, official or  
8 agent of a political subdivision for the performance of personal services  
9 for the political subdivision;

10 (4) Procurement of personal or professional services to be performed by  
11 an independent contractor for the political subdivision;

12 (5) Procurement of an interest in real property;

13 (6) Procurement of insurance;

14 (7) Costs of participation in a joint powers agreement with other units  
15 of government;

16 (8) Procurement of used personal property ~~by irrigation districts,~~  
17 ~~drainage districts and their boards of control;~~

18 (9) Procurement from fFederal government general services administra-  
19 tion (GSA) schedules or federal multiple award schedules (MAS); ~~or~~

20 (10) ~~The acquisition~~ Procurement of personal property or services  
21 through contracts entered into by the division of purchasing of the depart-  
22 ment of administration of the state of Idaho;

23 (11) Procurement of goods for direct resale;

24 (12) Procurement of travel and training;

25 (13) Procurement of goods and services from Idaho correctional indus-  
26 tries;

27 (14) Procurement of repair for heavy equipment;

28 (15) Procurement of software maintenance, support and licenses of an  
29 existing system or platform that was bid in compliance with state law;

30 (16) Procurement of public utilities;

31 (17) Procurement of food for use in jails or detention facilities; or

32 (18) Procurement of used equipment at an auction if authorized by the  
33 governing board.

34 SECTION 5. That Section 67-2805, Idaho Code, be, and the same is hereby  
35 amended to read as follows:

36 67-2805. PROCUREMENT OF PUBLIC WORKS CONSTRUCTION. (1) ~~For any con-~~  
37 ~~templated public works construction project with an estimated total cost of~~  
38 ~~less than fifty thousand dollars (\$50,000), where the political subdivision~~  
39 ~~determines that there may be a lack of available licensed contractors, a po-~~  
40 ~~litical subdivision may publish a notice of intent to procure in its official~~  
41 ~~newspaper, concurrently sending such notice to the public works contractors~~  
42 ~~license board, in order to solicit statements of interest from licensed~~  
43 ~~public works contractors to determine whether one (1) or more licensed con-~~  
44 ~~tractors is interested in submitting bids. Such notice of intent to procure~~  
45 ~~shall be provided by the same means required for published solicitation~~  
46 ~~of competitive bids and shall contain essentially the same information as~~  
47 ~~such published notice. If no licensed public works contractor submits a~~  
48 ~~statement of interest, the political subdivision may purchase public works~~

1 ~~construction from other than a licensed public works contractor by using the~~  
 2 ~~same procurement procedures otherwise specified herein.~~

3 ~~(2)~~ When a political subdivision contemplates an expenditure to pro-  
 4 cure public works construction valued at or in excess of twenty-five fifty  
 5 thousand dollars (\$250,000) but not to exceed one two hundred thousand dol-  
 6 lars (\$1200,000), the procurement procedures of this subsection ~~(2)~~ shall  
 7 apply:

8 (a) The solicitation for bids for the public works construction to be  
 9 performed shall be supplied to no fewer than three (3) owner-desig-  
 10 nated licensed public works contractors by written means, either by  
 11 electronic or physical delivery. The solicitation shall describe the  
 12 construction work to be completed in sufficient detail to allow an expe-  
 13 rienced public works contractor to understand the construction project  
 14 the political subdivision seeks to build.

15 (b) The solicitation for bids shall describe the electronic or physi-  
 16 cal delivery method or methods authorized to submit a bid, the date and  
 17 time by which a bid proposal must be received by the clerk, secretary or  
 18 other authorized official of the political subdivision, and shall pro-  
 19 vide a reasonable time to respond to the solicitation, provided that ex-  
 20 cept in the event of an emergency, such time shall not be less than three  
 21 (3) business days.

22 (c) Written objections to specifications or bid procedures must be re-  
 23 ceived by the clerk, secretary or other authorized official of the po-  
 24 litical subdivision at least one (1) business day before the date and  
 25 time upon which bids are scheduled to be received.

26 (d) When written bids have been received, by either physical or elec-  
 27 tronic delivery, they shall be submitted to the governing board or  
 28 ~~governing board authorized official which~~ a designee of the governing  
 29 board who shall present the lowest responsive bid to the governing board  
 30 for approval or, if authorized, approve the bid. The governing board  
 31 or the board's designee shall approve the responsive bid proposing the  
 32 lowest procurement price or reject all bids and publish notice for bids,  
 33 as before.

34 (e) If the political subdivision finds that it is impractical or impos-  
 35 sible to obtain three (3) bids for the proposed public works procure-  
 36 ment, the political subdivision may acquire the work in any manner the  
 37 political subdivision deems best from a qualified public works contrac-  
 38 tor quoting the lowest price. When fewer than three (3) bids are consid-  
 39 ered, a description of the efforts undertaken to procure at least three  
 40 (3) bids shall be documented by the political subdivision and such docu-  
 41 mentation shall be maintained for at least six (6) months after the pro-  
 42 curement decision is made. If two (2) or more price quotations offered  
 43 by different licensed public works contractors are the same and the low-  
 44 est responsive bids, the governing board or governing-board authorized  
 45 official may accept the one (1) it chooses.

46 ~~(32)~~ When a political subdivision contemplates an expenditure to pur-  
 47 chase public works construction valued in excess of ~~one two~~ hundred thou-  
 48 ~~sand~~ thousand dollars (\$1200,000), the procurement procedures of this subsection ~~(3)~~  
 49 shall apply. The purchase of construction services shall be made pursuant to  
 50 a competitive sealed bid process with the purchase to be made from the quali-

1 fied public works contractor submitting the lowest bid price complying with  
2 bidding procedures and meeting the prequalifications, if any are provided,  
3 established by the bid documents. Competitive bidding for public works may  
4 proceed through either of two (2) alternative procedures as set forth below:

5 (a) Category A. Competitive bidding procedures shall be open to receipt  
6 of bids from any licensed public works contractor desiring to bid upon a  
7 public works project. For a category A bid, the political subdivision  
8 may only consider the amount bid, bidder compliance with administrative  
9 requirements of the bidding process, and whether the bidder holds the  
10 requisite license, and shall award the bid to the qualified bidder sub-  
11 mitting the lowest responsive bid.

12 (i) The request for bids for a category A procurement shall set  
13 a date and place for the public opening of bids. Two (2) notices  
14 soliciting bids shall be published in the official newspaper of  
15 the political subdivision. The first notice shall be published  
16 at least two (2) weeks before the date for opening bids, with the  
17 second notice to be published in the succeeding week at least seven  
18 (7) days before the date that bids are scheduled to be opened. The  
19 notice shall succinctly describe the project to be constructed.  
20 Copies of specifications, bid forms, bidder's instructions, con-  
21 tract documents, and general and special instructions shall be  
22 made available upon request and payment of a reasonable plan copy  
23 fee by any interested bidder.

24 (ii) Written objections to specifications or bidding procedures  
25 must be received by the clerk, secretary or other authorized of-  
26 ficial of the political subdivision at least three (3) business  
27 days before the date and time upon which bids are scheduled to  
28 be opened. The administrative officer or governing board super-  
29 vising the bidding process shall respond to any such objection  
30 in writing and communicate such response to the objector and all  
31 other plan holders, adjusting bidding timeframes if necessary.

32 (iii) All bids shall be presented or otherwise delivered under  
33 sealed cover to the clerk of the political subdivision or other au-  
34 thorized agent of the political subdivision designated by the in-  
35 formation provided to bidders by the political subdivision with a  
36 concise statement marked on the outside generally identifying the  
37 expenditure project to which the bid pertains.

38 (iv) If the political subdivision deems it is in the political  
39 subdivision's best interest, it may require the bidder to provide  
40 bid security in an amount equal to at least five percent (5%) of the  
41 amount bid. If required, a bid shall not be considered unless one  
42 (1) of the forms of bidder's security is enclosed with it, and un-  
43 less the bid is submitted in a form which substantially complies  
44 with the form provided by the political subdivision. The politi-  
45 cal subdivision may require that the bid security be in one (1) of  
46 the following forms:

47 (A) Cash;

48 (B) A cashier's check made payable to the political subdivi-  
49 sion;



1 (C) A certified check made payable to the political subdivi-  
2 sion; or

3 (D) A bidder's bond executed by a qualified surety company,  
4 made payable to the political subdivision.

5 (v) Any bid received by the political subdivision may not be  
6 withdrawn after the date and time set in the notice for opening of  
7 bids. When sealed bids have been received, they shall be opened in  
8 public at a designated place and time, thereafter to be compiled  
9 and submitted to the governing board for award or, if a designee is  
10 authorized, for approval of the award.

11 (vi) If the successful bidder fails to execute the contract, the  
12 amount of his bidder's security may be forfeited to the political  
13 subdivision at the sole discretion of the political subdivision  
14 and the proceeds shall be deposited in a designated fund out of  
15 which the expenses of procuring substitute performance are paid.

16 (vii) The political subdivision may, on the refusal or failure of  
17 the successful bidder to execute the contract, award the contract  
18 to the qualified bidder submitting the next lowest responsive bid.  
19 If the governing board awards the contract to the next lowest qual-  
20 ified bidder, the amount of the lowest qualified bidder's secu-  
21 rity may be applied by the political subdivision to the difference  
22 between the lowest responsive bid and the next lowest responsive  
23 bid, and the surplus, if any, shall be returned to the lowest bid-  
24 der if cash or check is used, or to the surety on the bidder's bond  
25 if a bond is used, less reasonable administrative costs not to ex-  
26 ceed twenty-five percent (25%) of the amount of the bidder's secu-  
27 rity to the owner.

28 (viii) In its discretion, the governing board may reject all bids  
29 presented and re-bid, or the governing board may, after finding it  
30 to be a fact, pass a resolution declaring that the project sought  
31 to be accomplished by the expenditure can be performed more eco-  
32 nomically by purchasing goods and services on the open market. If  
33 identical bids are received, the governing board may choose the  
34 bidder it prefers. If no bids are received, the governing board  
35 may procure the goods or services without further competitive bid-  
36 ding procedures.

37 (ix) If the governing board of any political subdivision chooses  
38 to award a competitively bid contract involving the procurement of  
39 public works construction to a bidder other than the apparent low  
40 bidder, the political subdivision shall declare its reason or rea-  
41 sons on the record and shall communicate such reason or reasons in  
42 writing to all persons who have submitted a competing bid.

43 (x) If any participating bidder objects to such award, such bid-  
44 der shall respond in writing to the notice from the political sub-  
45 division within seven (7) calendar days of the date of transmittal  
46 of the notice, setting forth in such response the express reason  
47 or reasons that the award decision of the governing board is in er-  
48 ror. Thereafter, staying performance of any procurement until af-  
49 ter addressing the contentions raised by the objecting bidder, the  
50 governing board shall review its decision and determine whether to

1 affirm its prior award, modify the award, or choose to re-bid, set-  
2 ting forth its reason or reasons therefor. After completion of the  
3 review process, the political subdivision may proceed as it deems  
4 to be in the public interest.

5 (b) Category B. Competitive bidding procedures shall be open to li-  
6 censed public works contractors only after meeting preliminary suppl-  
7 emental qualifications established by the political subdivision. The  
8 solicitation for bids in a category B procurement shall consist of two  
9 (2) stages, an initial stage determining supplemental prequalifica-  
10 tions for licensed contractors, either prime or specialty contractors,  
11 followed by a stage during which bid prices will be accepted only from  
12 prequalified contractors.

13 (i) Notice of the prequalification stage of the category B com-  
14 petitive bidding process shall be given in the same manner that  
15 notice of competitive bidding is provided for a category A com-  
16 petitive bid request, providing a specific date and time by which  
17 qualifications statements must be received. Political subdivi-  
18 sions may establish prequalification standards premised upon  
19 demonstrated technical competence, experience constructing simi-  
20 lar facilities, prior experience with the political subdivision,  
21 available nonfinancial resources, equipment and personnel as  
22 they relate to the subject project, and overall performance his-  
23 tory based upon a contractor's entire body of work. Such request  
24 must include the standards for evaluating the qualifications of  
25 prospective bidders.

26 (ii) During the initial stage of the category B bidding process,  
27 licensed contractors desiring to be prequalified to bid on a  
28 project must submit a written response to a political subdivi-  
29 sion's request for qualifications.

30 (iii) Written objections to prequalification procedures must be  
31 received by the clerk, secretary or other authorized official of  
32 the political subdivision at least three (3) business days before  
33 the date and time upon which prequalification statements are due.  
34 The administrative officer or governing board supervising the  
35 bidding process shall respond to any such objection in writing  
36 and communicate such response to the objector and all other con-  
37 tractors seeking to prequalify, adjusting bidding timeframes if  
38 necessary. After a review of qualification submittals, the po-  
39 litical subdivision may select licensed contractors that meet the  
40 prequalification standards. If any licensed contractor submits  
41 a statement of qualifications but is not selected as a qualified  
42 bidder, the political subdivision shall supply a written state-  
43 ment of the reason or reasons why the contractor failed to meet  
44 prequalification standards.

45 (iv) Any licensed contractor that fails the prequalification  
46 stage can appeal any such determination to the governing board  
47 within seven (7) days after transmittal of the prequalification  
48 results to contest the determination. If the governing board  
49 sustains the decision that a contractor fails to meet prequali-  
50 fication standards, it shall state its reason or reasons for the

1 record. A governing board decision concerning prequalification  
2 may be appealed to the public works contractors license board  
3 no more than fourteen (14) days following any decision on appeal  
4 made by the governing board. The public works contractors license  
5 board shall decide any such appeal within thirty-five (35) days  
6 of the filing of a timely appeal. The public works contractors  
7 license board shall allow participation, written or oral, by the  
8 appealing contractor and the political subdivision, either by  
9 employing a hearing officer or otherwise. The public works con-  
10 tractors license board shall not substitute its judgment for that  
11 of the political subdivision, limiting its review to determining  
12 whether the decision of the governing board is consistent with the  
13 announced prequalification standards, whether the prequalifi-  
14 cation standards comport with the law and whether the governing  
15 board's decision is supported by the entirety of the record. The  
16 decision of the public works contractors license board shall be  
17 written and shall state the reason or reasons for the decision.  
18 Category B prequalification procedures that are appealed shall be  
19 stayed during the pendency of the prequalification appeal until  
20 the public works contractors license board completes its review,  
21 but in no instance more than forty-nine (49) days after the appel-  
22 late decision of the governing board regarding prequalification.  
23 Any licensed public works contractor affected by a decision on  
24 appeal by the public works contractors license board may, within  
25 twenty-eight (28) days of the final decision, seek judicial review  
26 as provided by chapter 52, title 67, Idaho Code.

27 (v) Following the conclusion of the prequalification adminis-  
28 trative procedures, the bidding stage shall proceed by the setting  
29 of a time, date and place for the public opening of bids. In cir-  
30 cumstances involving prequalified prime contractors, a notice  
31 soliciting bids shall be transmitted to prequalified bidders at  
32 least fourteen (14) days before the date of opening the bids. In  
33 circumstances involving prequalified specialty or subordinate  
34 contractors, the notice soliciting bids shall be published in the  
35 same manner applicable to category A bids. The notice shall suc-  
36 cinctly describe the project to be constructed. Copies of speci-  
37 fications, bid forms, bidder's instructions, contract documents,  
38 and general and special instructions shall be made available upon  
39 request and payment of a reasonable plan copy fee by any eligible  
40 bidder.

41 (vi) Written objections to specifications or bidding procedures  
42 must be received by the clerk, secretary or other authorized of-  
43 ficial of the political subdivision at least three (3) business  
44 days before the date and time upon which bids are scheduled to be  
45 opened.

46 (vii) All category B bids shall be presented or otherwise deliv-  
47 ered under sealed cover to the clerk or other authorized agent  
48 of the political subdivision designated by the instructions to  
49 bidders with a concise statement marked on the outside generally  
50 identifying the ~~expenditure~~ project to which the bid pertains.

1 (viii) If the political subdivision deems it is in the political  
2 subdivision's best interest, it may require the bidder to provide  
3 bid security in an amount equal to at least five percent (5%) of the  
4 amount bid. If required, a bid shall not be considered unless one  
5 (1) of the forms of bidder's security is enclosed with it, and un-  
6 less the bid is submitted in a form which substantially complies  
7 with the form provided by the political subdivision. The politi-  
8 cal subdivision may require that the bid security be in one (1) of  
9 the following forms:

10 (A) Cash;

11 (B) A cashier's check made payable to the political subdivi-  
12 sion;

13 (C) A certified check made payable to the political subdivi-  
14 sion; or

15 (D) A bidder's bond executed by a qualified surety company,  
16 made payable to the political subdivision.

17 (ix) Any category B bid received by a political subdivision may  
18 not be withdrawn after the date and time set in the notice for open-  
19 ing of bids. When sealed bids have been received, they shall be  
20 opened in public by the governing board or the board's designee  
21 at a designated place and time. ~~The governing board's designee~~  
22 ~~shall thereafter to be compiled and submitted~~ compile and submit  
23 to the governing board for award or, if authorized, approve the  
24 award. If identical bids are received, the governing board may  
25 choose the bidder it prefers. If the successful bidder fails to  
26 execute the contract, the amount of his bidder's security may be  
27 forfeited to the political subdivision, in the sole discretion of  
28 the political subdivision, and the proceeds shall be deposited in  
29 a designated fund out of which the expenses for procuring substi-  
30 tute performance are paid.

31 (x) The political subdivision may, on the refusal or failure of  
32 the successful bidder to execute the contract, award the contract  
33 to the qualified bidder submitting the next lowest responsive bid.  
34 If the governing board awards the contract to the next lowest qual-  
35 ified bidder, the amount of the lowest qualified bidder's secu-  
36 rity, if forfeited, shall be applied by the political subdivision  
37 to the difference between the lowest responsive bid and the next  
38 lowest responsive bid, and the surplus, if any, shall be returned  
39 to the lowest bidder if cash or check is used, or to the surety on  
40 the bidder's bond if a bond is used, less reasonable administra-  
41 tive costs not to exceed twenty-five percent (25%) of the amount of  
42 the bidder's security.

43 (xi) In its discretion, the governing board may reject all bids  
44 presented and re-bid, or the governing board may, after finding it  
45 to be a fact, pass a resolution declaring that the project sought  
46 to be accomplished by the expenditure can be performed more eco-  
47 nomically by purchasing goods and services on the open market. If  
48 no bids are received, the governing board may make the expenditure  
49 without further competitive bidding procedures.

1 (xii) If the governing board of any political subdivision chooses  
2 to award a competitively bid contract involving the procurement of  
3 public works construction to a bidder other than the apparent low  
4 bidder, the political subdivision shall declare its reason or rea-  
5 sons on the record and shall communicate such reason or reasons in  
6 writing to all persons who have submitted a competing bid.

7 (xiii) If any participating bidder objects to such award, such  
8 bidder shall respond in writing to the notice from the political  
9 subdivision within seven (7) calendar days of the date of trans-  
10 mittal of the notice, setting forth in such response the express  
11 reason or reasons that the award decision of the governing board  
12 is in error. Thereafter, staying performance of any procurement  
13 until after addressing the contentions raised by the objecting  
14 bidder, the governing board shall review its decision and deter-  
15 mine whether to affirm its prior award, modify the award, or choose  
16 to re-bid, setting forth its reason or reasons therefor. After  
17 completion of the review process, the political subdivision may  
18 proceed as it deems to be in the public interest.

19 SECTION 6. That Section 67-2806, Idaho Code, be, and the same is hereby  
20 amended to read as follows:

21 67-2806. PROCURING SERVICES OR PERSONAL PROPERTY. (1) When a polit-  
22 ical subdivision contemplates an expenditure to purchase or lease personal  
23 property or to procure services, other than ~~those personal property or~~  
24 services excluded pursuant to section 67-2803, Idaho Code, valued at or in  
25 excess of ~~twenty-five~~ fifty thousand dollars (\$250,000) but not to exceed  
26 ~~fifty one hundred~~ one hundred thousand dollars (\$5100,000), the procurement procedures  
27 of this subsection ~~(1)~~ shall apply.

28 (a) The solicitation for bids shall be supplied to no fewer than three  
29 (3) vendors by written means, either by electronic or physical deliv-  
30 ery. The solicitation shall describe the personal property or services  
31 to be purchased or leased in sufficient detail to allow a vendor dealing  
32 in such goods or services to understand what the political subdivision  
33 seeks to procure.

34 (b) The solicitation for bids shall describe the electronic or physi-  
35 cal delivery method or methods authorized to submit a bid, the date and  
36 time by which a bid proposal must be received by the clerk, secretary or  
37 other authorized official of the political subdivision, and shall pro-  
38 vide a reasonable time to respond to the solicitation, provided that ex-  
39 cept in the event of an emergency, such time shall not be less than three  
40 (3) business days.

41 (c) Written objections to specifications or bid procedures must be re-  
42 ceived by the clerk, secretary or other authorized official of the po-  
43 litical subdivision at least one (1) business day before the date and  
44 time upon which bids are scheduled to be received.

45 (d) When written bids have been received, by either physical or elec-  
46 tronic delivery, they shall be compiled and submitted to the governing  
47 board or governing board-authorized official which shall approve the  
48 responsive bid proposing the lowest procurement price or reject all  
49 bids and publish notice for bids, as before.

1 (e) If the political subdivision finds that it is impractical or im-  
2 possible to obtain three (3) bids for the proposed procurement, the  
3 political subdivision may acquire the property in any manner the polit-  
4 ical subdivision deems best from a qualified vendor quoting the lowest  
5 price. When fewer than three (3) bids are considered, a description  
6 of the efforts undertaken to procure at least three (3) bids shall be  
7 documented by the political subdivision and such documentation shall  
8 be maintained for at least six (6) months after any such procurement is  
9 made. If two (2) or more ~~price quotations~~ bids are the same and the low-  
10 est responsive bids, the authorized decision maker may accept the one  
11 (1) it chooses.

12 (2) When a political subdivision contemplates an expenditure to pur-  
13 chase or lease personal property or to procure services, other than ~~these~~  
14 personal property or services excluded pursuant to section 67-2803, Idaho  
15 Code, valued in excess of ~~fifty~~ one hundred thousand dollars (\$~~5100~~,000),  
16 the procurement procedures of this subsection ~~(2)~~ shall apply.

17 (a) The purchase or lease shall be made pursuant to an open competitive  
18 sealed bid process with the procurement to be made from the qualified  
19 bidder submitting the lowest bid price complying with bidding pro-  
20 cedures and meeting the specifications for the goods and/or services  
21 sought to be procured.

22 (b) The request for bids shall set a date, time and place for the opening  
23 of bids. Two (2) notices soliciting bids shall be published in the of-  
24 ficial newspaper of the political subdivision. The first notice shall  
25 be published at least two (2) weeks before the date for opening bids,  
26 with the second notice to be published in the succeeding week at least  
27 seven (7) days before the date that bids are scheduled to be opened. The  
28 notice shall succinctly describe the personal property and/or service  
29 to be procured. Copies of specifications, bid forms, bidder's instruc-  
30 tions, contract documents, and general and special instructions shall  
31 be made available upon request by any interested bidder.

32 (c) Written objections to specifications or bidding procedures must be  
33 received by the clerk, secretary or other authorized official of the po-  
34 litical subdivision at least three (3) business days before the date and  
35 time upon which bids are scheduled to be opened.

36 (d) If the political subdivision deems it is in the political subdivi-  
37 sion's best interest, it may require the bidder to provide bid secu-  
38 rity in an amount equal to at least five percent (5%) of the amount bid.  
39 If required, a bid shall not be considered unless one (1) of the forms  
40 of bidder's security is enclosed with it, and unless the bid is submit-  
41 ted in a form which substantially complies with the form provided by the  
42 political subdivision. The political subdivision may require that the  
43 bid security be in one (1) of the following forms:

44 (i) Cash;

45 (ii) A cashier's check made payable to the political subdivision;

46 (iii) A certified check made payable to the political subdivision;

47 or

48 (iv) A bidder's bond executed by a qualified surety company, made  
49 payable to the political subdivision.

1 (e) Any bid received by the political subdivision may not be withdrawn  
2 after the time set in the notice for opening of bids. When sealed bids  
3 have been received, they shall be opened in public at a designated place  
4 and time, thereafter to be compiled and submitted to the governing board  
5 for award or, if a designee is authorized, for approval of the award.

6 (f) If the successful bidder fails to execute the contract, the amount  
7 of his bidder's security may be forfeited to the political subdivision  
8 at the sole discretion of the governing board and thereafter the pro-  
9 ceeds may be deposited in a designated fund out of which the reasonable  
10 expenses for procuring substitute performance are paid.

11 (g) The political subdivision may, on the refusal or failure of the suc-  
12 cessful bidder to execute the contract, award the contract to the next  
13 lowest qualified bidder. If the governing board awards the contract to  
14 the next lowest qualified bidder, the amount of the lowest qualified  
15 bidder's security may be applied by the political subdivision to the  
16 difference between the lowest responsive bid and the next lowest re-  
17 sponsive bid, and the surplus, if any, shall be returned to the lowest  
18 bidder if cash or check is used, or to the surety on the bidder's bond  
19 if a bond is used, less reasonable administrative costs not to exceed  
20 twenty-five percent (25%) of the amount of the bidder's security.

21 (h) In its discretion, the governing board or its designee may reject  
22 all bids presented and re-bid, ~~or the governing board may~~, after finding  
23 it to be a fact, the governing board may pass a resolution declaring that  
24 the subject goods or services can be procured more economically on the  
25 open market. If two (2) or more bids are the same and the lowest respon-  
26 sive bids, the governing board or its designee may accept the one (1) it  
27 chooses. In its discretion, the governing board of a political subdivi-  
28 sion may preauthorize the purchase of equipment at a public auction.

29 (i) If the governing board of any political subdivision chooses to  
30 award a competitively bid contract involving the procurement of per-  
31 sonal property or services to a bidder other than the apparent low  
32 bidder, the political subdivision shall declare its reason or reasons  
33 on the record and shall communicate such reason or reasons in writing to  
34 all who have submitted a competing bid.

35 (j) If any participating bidder objects to such award, such bidder  
36 shall respond in writing to the notice from the political subdivision  
37 within seven (7) calendar days of the date of transmittal of the notice,  
38 setting forth in such response the express reason or reasons that the  
39 award decision of the governing board is in error. Thereafter, staying  
40 performance of any procurement until after addressing the contentions  
41 raised by the objecting bidder, the governing board shall review its  
42 decision and determine whether to affirm its prior award, modify the  
43 award, or choose to re-bid, setting forth its reason or reasons there-  
44 for. After completion of the review process, the political subdivision  
45 may proceed as it deems to be in the public interest.

46 SECTION 7. That Chapter 28, Title 67, Idaho Code, be, and the same is  
47 hereby amended by the addition thereto of a NEW SECTION, to be known and des-  
48 ignated as Section 67-2806A, Idaho Code, and to read as follows:

1           67-2806A. REQUEST FOR PROPOSAL. (1) A political subdivision may uti-  
2 lize a request for proposal process as set forth in this section as an alter-  
3 native to the competitive bidding process required by section 67-2806, Idaho  
4 Code, when the political subdivision contemplates a procurement for goods or  
5 services for which:

6           (a) Fixed specifications might preclude the discovery of a cost-effec-  
7 tive solution;

8           (b) A specific problem is amenable to several solutions; or

9           (c) Price is not the sole determining factor for selection.

10          (2) Factors that may be considered in the evaluation of vendors in a re-  
11 quest for proposal process include, but are not limited to:

12          (a) An innovative solution that is offered;

13          (b) Unique product features;

14          (c) Price;

15          (d) Vendor experience in the market;

16          (e) Financial stability of a vendor;

17          (f) Differences among vendors in their ability to perform contract re-  
18 quirements in a timely or efficient manner;

19          (g) Ability to meet product specifications;

20          (h) Product quality;

21          (i) Product performance records;

22          (j) Past performance by a vendor;

23          (k) Future product maintenance or service requirements; and

24          (l) Product warranties.

25          (3) At a minimum, a request for proposal shall state the instructions  
26 of the process, the scope of work for the goods or services contemplated,  
27 the selection criteria, contract terms and the scoring methodology applying  
28 relative weights to factors considered.

29          (4) Notification, solicitation and consideration of contests concern-  
30 ing the award of procurement pursuant to a request for proposal shall be in  
31 accordance with the minimum requirements established in section 67-2806,  
32 Idaho Code, subject to the selection criteria established at the outset of  
33 each such procurement. Records compiled in the scoring process shall be made  
34 available for public inspection when a procurement recommendation is made to  
35 the governing board.





**AGENDA BILL**

|   |   |                           |
|---|---|---------------------------|
| <b>Agenda Subject:</b><br>1420 W Front Street – Verraso - Type One Participation Agreement Designation with Envision 360, Inc.  |   | <b>Date:</b><br>6/12/2017 |
| <b>Staff Contact:</b><br>Laura Williams   | <b>Attachments:</b><br>1) Site Map<br>2) Images and Rendering<br>3) Public Improvement Plan |                           |
| <b>Action Requested:</b><br>Review Verraso Downtown as a project eligible to utilize the Type 1 Streetscape Grant Participation Agreement and direct staff to continue negotiating a final agreement with Envision 360, Inc. for future board approval. |   |                           |

**Background:**

Envision 360, Inc. is a development company based out of Boise, Idaho with experience in multi-family renovation and development including the Lancaster Apartments on Hill Road. The developers are currently planning an 8-unit, for-rent apartment project at 1420 W. Front Street in the River Myrtle-Old Boise URD.

The existing vacant warehouse will be renovated (or demolished if the foundation is deemed unusable) into a small “middle-housing” complex called Verraso. The project will include four 2-bedroom units, three 3-bedroom units, and one 4-bedroom unit. Each unit will have a one-car garage located off the alley. The units range from 1,300 to 1,800 SF. Verraso was approved by Design Review on January 9, 2017. The developer plans to begin construction this summer, with an estimated completion of December 31, 2017.

CCDC Board has approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Reimbursement. 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, hard costs for streetscapes and public improvements. This project meets the requirements of the Type One Program and also promotes a CCDC and City objective to bring more housing to downtown Boise.

The public improvements on 15<sup>th</sup> street will follow the Urban Concrete standard as specified by the City of Boise in the Downtown Streetscapes Standards and Specifications Manual. The streetscapes will include concrete sidewalk, street trees, Silva Cells, historic streetlights, benches, bike racks, and irrigation. These eligible expenses will be included in the request for

reimbursement after the project is complete. Front Street will not have streetscape improvements as the existing right-of-way is too narrow.

**Project Summary and Timeline:**

- Located on 15<sup>th</sup> and Front Streets (River Myrtle-Old Boise URA)
- (8) for-rent apartments, each with 1-car garage on ground level
- \$1.6 million Total Development Costs
- January 9, 2017 – DR Approval
- June 2017 - Construction Start
- June 2017 - Type 1 Agreement Finalize/Execute
- December 2017 - Construction Complete
- Early 2018 - Developer submits costs for reimbursement

**Fiscal Notes:**

Preliminary information shows that the project has eligible costs which exceed \$150,000, but project will only request \$150,000 as determined in the Type 1 Participation Program. The project meets all program requirements, and FY 2017 budget resources have been approved for this use. This will be the second of the two Type 1 Streetscape Grants contemplated in the 5 Year CIP for FY '17 in the River Myrtle-Old Boise URD.

Preliminary estimates indicate the project will generate approximately \$16,500 annually in increment revenue after completion, estimated to begin FY 2019, for a total of about \$115,500 through the end of the district in 2025.

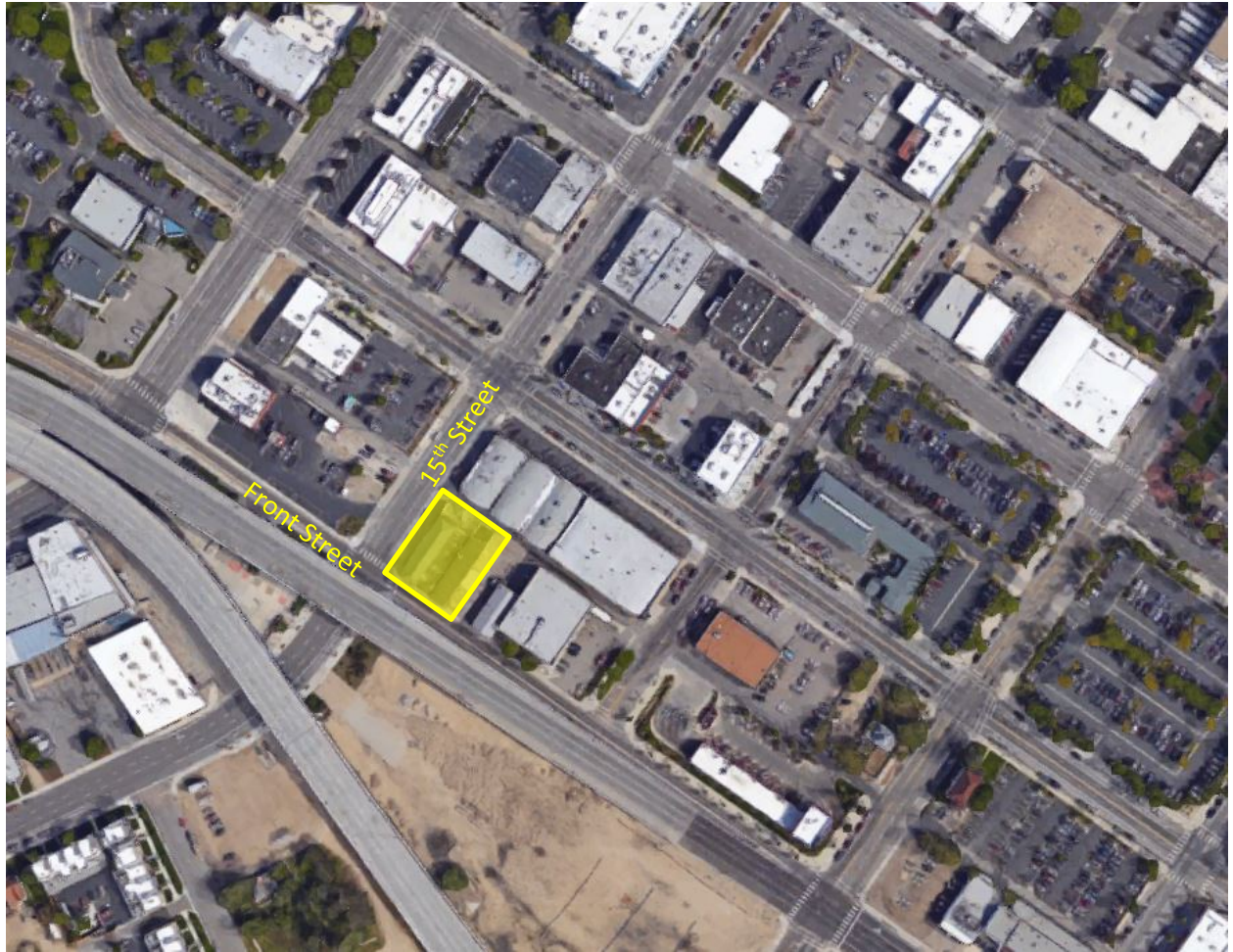
**Staff Recommendation:**

Provide feedback and direct for staff to continue negotiating and finalizing the terms of the Type 1 Participation Agreement for future board approval.

**Suggested Motion:**

I move to direct staff to negotiate a final Type 1 Participation Agreement with Envision 360, Inc. for future board approval.

Attachment 1 – Site Map



**Attachment 2 – Images and Rendering**



**2017 Street View**



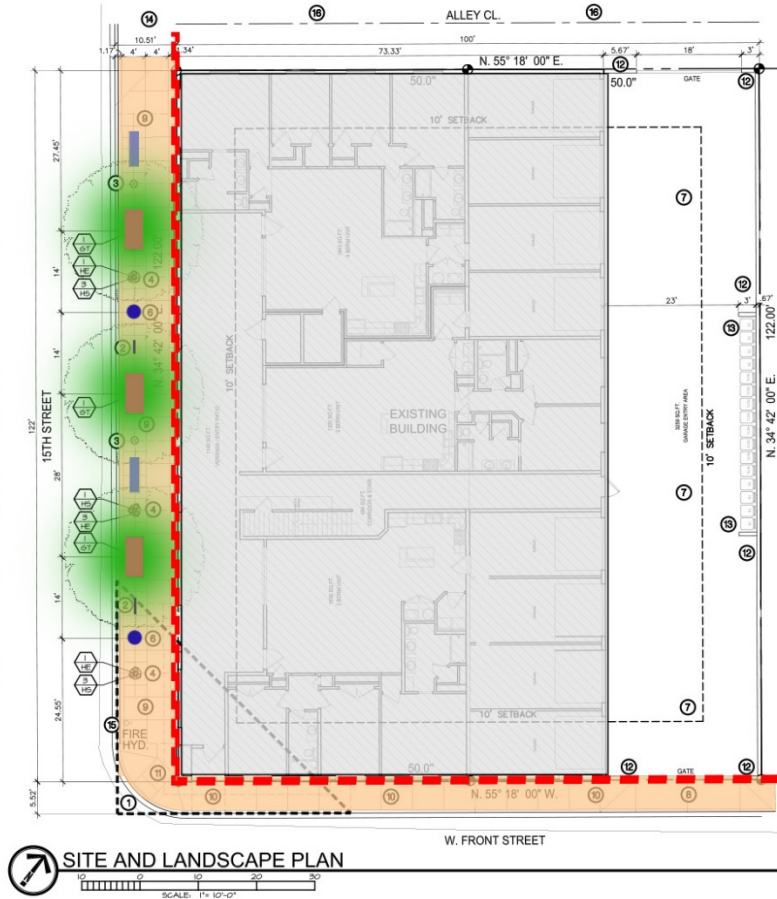
**Rendering (Does not show Streetscape Improvements)**

# Public Improvement Plan

## Verraso

### 1420 West Front Street

Streetscape Type: Urban Concrete



#### PLANT SCHEDULE

| QTY  | KEY BOTANICAL NAME | COMMON NAME                              | SIZE                      | NOTES    | CLASS    |
|--|--------------------|--|---------------------------|----------|----------|
| <b>DECIDUOUS SHADE TREES</b>                       |                    |  |                           |          |          |
| 3  | Q7                 | Shedulea chinensis formis 'Spademeister' | Spademeister Honey Locust | 25" CAL. | BMB - II |
| <b>PERENNIALS/ORNAMENTAL GRASSES/GROUND COVERS</b> |                    |  |                           |          |          |
| 5  | HE                 | Helleborus viridis                       | Blue Out. Oxeye           | 4"       | 2X3      |
| 1  | HD                 | Hemerocallis                             | Daylily                   | 4"       | 1X2      |

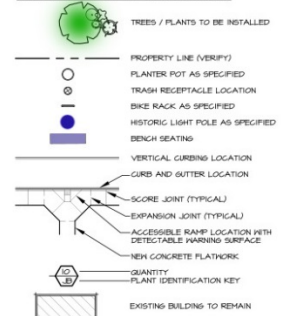
#### LANDSCAPE REQUIREMENTS

- TOTAL NUMBER OF TREES: 3
- TOTAL NUMBER OF TREE SPECIES: 1
- PERIMETER BUFFER REQUIREMENTS:
  - WEST LANDSCAPE BUFFER (15TH STREET - URBAN CONCRETE STREETScape)
    - 122 LIN. FT. IN LENGTH
    - 0 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED)
    - REQUIRED TREES - 3
    - PROVIDED TREES - 3
  - NORTH BOUNDARY LANDSCAPE BUFFER (ALLEYWAY)
    - 100 LIN. FT. IN LENGTH
    - 0 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED - VARIANCE REQUESTED FOR EXISTING STRUCTURE)
    - REQUIRED TREES - 0
    - PROVIDED TREES - 0
  - EAST BOUNDARY LANDSCAPE BUFFER
    - 122 LIN. FT. IN LENGTH
    - 0 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED - VARIANCE REQUESTED FOR EXISTING OFF STREET PARKING ACCESS)
    - REQUIRED TREES - 3
    - PROVIDED TREES - 0
  - SOUTH BOUNDARY LANDSCAPE BUFFER (WEST FRONT STREET - URBAN CONCRETE STREETScape)
    - 100 LIN. FT. IN LENGTH
    - 5.5 FT. WIDTH PROVIDED (10 FT. SETBACK REQUIRED - VARIANCE REQUESTED FOR EXISTING STRUCTURE)
    - REQUIRED TREES - 3
    - PROVIDED TREES - 0
- WIDTH OF PARKING LOT PERIMETER LANDSCAPE STRIP: N/A.
- NUMBER OF PARKING STALLS: 0
- PROVIDED PARKING LOT TREES: 0

#### PROJECT INFORMATION

- TOTAL PROPERTY SIZE: 12,200 S.F. - .28 ACRE
- ZONING DISTRICT: C-200
- LOT IMPROVEMENTS AREA: 1008
- HARDSCAPE COVERAGE: 3,350 S.F. (25.6%)
- BUILDING SQUARE FOOTAGE: 10,000 S.F. (78.7%)
- LANDSCAPE COVERAGE: 10 S.F. (0.7%)
- NUMBER OF PARKING STALLS REQUIRED (P-3): 3 + 1 GUEST
- NUMBER OF PARKING STALLS PROVIDED: 1 INSIDE GARAGE GUEST, 1 INSIDE GARAGE TOTAL: 2
- NUMBER OF BICYCLE PARKING SPACES REQUIRED (B10 STALLS): 0
- NUMBER OF BICYCLE PARKING SPACES PROVIDED: 0

#### LANDSCAPE LEGEND



#### CALLOUT LEGEND

- 40'-0" VISION TRIANGLE
- BIKE RACK LOCATION AS SPECIFIED BY BOISE CITY.
- TRASH RECEPTACLE AS SPECIFIED BY BOISE CITY.
- PLANTER POT WITH PERMANENT INSTALLATION AS SPECIFIED BY BOISE CITY.
- 24" TREE GRATE WITH SUSPENDED PAVING SYSTEM PER BOISE CITY REQUIREMENTS.
- HISTORIC LIGHT POLE AS SPECIFIED BY BOISE CITY.
- ASPHALT DRIVE AISLES
- PROPOSED DRIVEWAY APRON
- PROPOSED SIDEWALK WITH AMENITIES ZONE
- REPLACE EXISTING SIDEWALK; REMOVE EXISTING CURB CUTS AND REPLACE WITH STANDARD CURB AND GUTTER.
- REPLACE EXISTING ADA RAMP.
- PROPOSED 6'-0" TALL SECURITY HALL, SEE ARCHITECTURAL.
- TRASH ENCLOSURE, SEE ARCHITECTURAL.
- EXISTING DRIVEWAY APRON TO REMAIN.
- EXISTING FIRE HYDRANT TO REMAIN.
- EXISTING ALLEY TO REMAIN.

**Right-of-Way as specified on plan**

All Streetscape improvements will conform with the City of Boise Downtown Design Standards and Guidelines



**AGENDA BILL**

|  |  |                           |
|--|--|---------------------------|
| <b>Agenda Subject:</b><br>3200 Moore Street – Sandhill Crane Apartments - Type 1 Participation Agreement Designation with Boise City Ada County Housing Authority.   |  | <b>Date:</b><br>6/12/2017 |
| <b>Staff Contact:</b><br>Shellan Rodriguez   | <b>Attachments:</b><br>1) Site Location<br>2) Development Site Plan and Elevations<br>3) Public Improvement Plan |                           |
| <b>Action Requested:</b><br><br>Review Sandhill Crane Apartments as a project eligible to utilize a Type 1 Streetscape Grant Participation Project and direct staff to negotiate a final Type 1 Agreement with Boise City/ Ada County Housing Authority or an affiliate for future board approval. |  |                           |

**Background:**

Boise City Ada County Housing Authority will create a limited partnership with a private equity partner to develop 50 residential apartments on the corner of Moore Street and North 32<sup>nd</sup> Street within the 30<sup>th</sup> Street Urban Renewal District. The development, as proposed, includes 12 one-bedroom units, 21 two-bedroom units, 11 three-bedroom units, 5 four-bedroom units and an on-site manager’s unit and will be marketed towards families. It includes both indoor and outdoor common space including a community building with a computer room, a full kitchen and large meeting area as well as an outdoor basketball court and playground. Moreover the development will provide additional pedestrian connectivity with new sidewalks and pathways to Whitewater Boulevard other neighborhood amenities including Esther Simplot Park and Whittier School.

Although the developer is primarily focused on providing long term affordable rental housing, 10% of the units will be rented at market rate. The remaining units will serve individuals and families earning between 30% and 50% of the area median income.

The approximately 3-acre site is currently vacant and is owned by the Housing Authority. It is not currently on the Ada County tax rolls. This development, intends to be funded, in part, by equity generated by low income housing tax credits (LIHTC) awarded by Idaho Housing and Finance Association (IHFA) and thus, the development will pay property taxes, although likely less than a 100% market rate development would be taxed.

The project is entitled at this time. It has been approved by both the City of Boise’s Planning and Zoning Commission in August of 2016 and then by City Council in October of 2016.

CCDC Board has approved the CCDC Participation Program which includes a Type 1 Streetscape Grant Reimbursement. 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, hard costs of streetscapes. This project meets the requirements of the Type 1 Program and also promotes a CCDC and City objective to bring more housing to downtown Boise.

The requested streetscape improvements include ROW site preparation, curb, gutter and sidewalk, ADA ramps, street trees, irrigation, landscaping, lighting, street furnishings and utility undergrounding. These are all seemingly eligible costs and will be included in a request for reimbursement not to exceed \$150,000 at the time the project is complete.

**Project Summary:**

- Located at the corner of Moore Street and 32<sup>nd</sup> Street, along Whitewater Boulevard (30<sup>th</sup> Street URA)
- 50 residential apartments and a community
- 82 surface parking spots on the interior of the site
- \$9.5 million total development costs
- Spring 2018 Construction Start (assuming a 2017 LIHTC award)
- Spring 2019 Construction Completion
- CCDC Participation will provide critical leverage for the development’s success in receive LIHTCs from the state
- A Participation Agreement will not be executed until tax credits are awarded, expected to be late 2017

**Fiscal Notes:**

Preliminary information shows the project’s eligible costs exceed \$150,000, but the request is capped at \$150,000 as determined by the Type 1 Participation Program. The project meets all program requirements, and FY 2017 budget resources have been approved for this use and is noted within the 5 year CIP (FY '17) in the 30<sup>th</sup> Street URD.

Preliminary estimates indicate the project may generate approximately \$7,000 annually in increment revenue after completion. Assuming the project is complete and on the assessor’s tax rolls in FY 2021 approximately \$86,000 will be generated throughout the life of the 30<sup>th</sup> Street District.

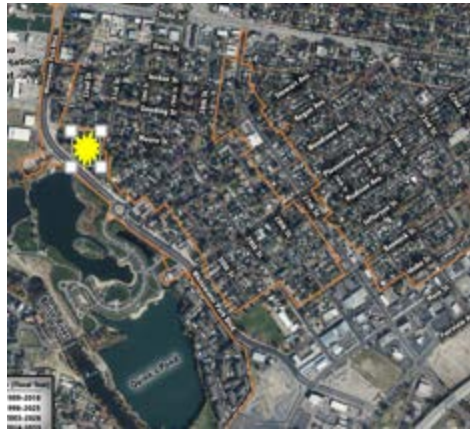
**Staff Recommendation:**

Provide feedback and direct for staff to continue negotiating and finalizing the terms of the Type 1 Participation Agreement for future board approval.

**Suggested Motion:**

I move to direct staff to negotiate a final Type 1 Participation Agreement with the Boise City/ Ada County Housing Authority or their affiliate for future board approval.

Attachment 1 – Site Location





Attachment 2 – Site Plan and Elevations



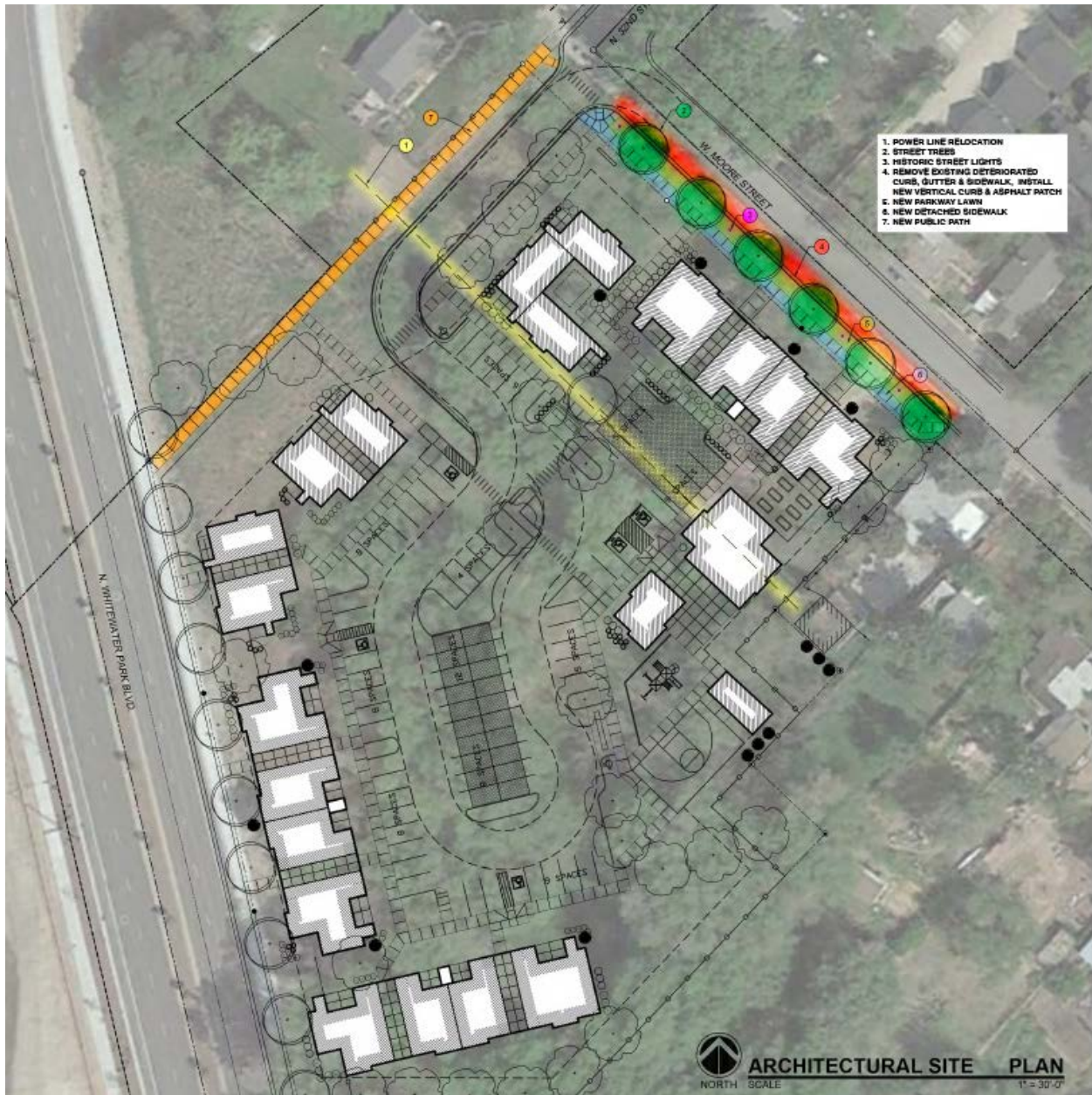
**Project Data:**  
 Unit Counts:  
 1 Bedroom Units: 12 Units  
 2 Bedroom Units: 12 Units  
 3 Bedroom Units: 12 Units  
 4 Bedroom Units: 5 Units  
 Total Units: 41 Units  
 Parking Counts:  
 At Total Units w/ ADA Stalls



**SITEPLAN  
 REVISED ENTRY**  
*Sandhill Crane Apartments*  
 AFFORDABLE HOUSING SOLUTIONS  
 WHITEWATER BOULEVARD, BOISE ID  
 Glancey•Rockwell & Associates  
 Architecture•Planning  
 08/31/2016



Attachment 3 – DRAFT Public Improvement Plan





**INFORMATION/DISCUSSION ITEM**

|   |  |                               |
|---|--|-------------------------------|
| <b>Agenda Subject:</b><br>CCDC Alley Program Update (City Hall – Old Assay Office Alleys) |  | <b>Date:</b><br>June 12, 2017 |
| <b>Staff Contact:</b><br>Matt Edmond  | <b>Attachments:</b><br>1) City Hall – Old Assay Office Exhibit<br>2) Idaho Power Work Order 27462817 |                               |

**Background:**

There has been growing interest among local developers, property owners, and public agencies in making greater use of alleys in the downtown area both as public spaces and environmentally sound infrastructure. In May 2016, when it approved the initial participation agreement for the 5<sup>th</sup> & Idaho Apartments, the CCDC Board of Commissioners directed staff to initiate a project to improve the three alleys running between City Hall and the Old Assay Office, to include undergrounding the overhead utilities and improving the alley surface, potentially with permeable pavement where feasible. These improvements not only help to improve the pedestrian experience, but also reduce necessary power line setbacks for buildings and trees, and reduce the amount of stormwater and pollutant runoff into the Boise River. In February 2017, the City of Boise adopted the *Downtown Parks and Public Spaces Master Plan*, which identified this row of alleys as a prime candidate for improvement as a public space.

In August 2016, the CCDC Board of Commissioners approved the 2017-2021 Capital Improvements Plan (CIP). The CIP includes the Alley Improvement Project, 6<sup>th</sup> to 3<sup>rd</sup> between Main and Idaho. The Board subsequently approved an amended T4 agreement with 5<sup>th</sup> & Idaho to complete utility undergrounding from 5<sup>th</sup> Street all the way to City Hall, and to improve the alley surface to emulate a green stormwater alley as built by ACHD (each of the two alleys to the east have been or will be improved by ACHD as green stormwater alleys by ACHD). The undergrounding work included in the T4 agreement is well underway, with switchover and pole removed expected to be completed this month (June 2017).

CCDC staff contracted with Idaho Power and Musgrove Engineering to design the undergrounding of overhead utilities in the alley between 5<sup>th</sup> and 3<sup>rd</sup> Street. This design effort is now complete, and while most of the work will occur in early 2018, Idaho Power requires payment in advance to begin work on securing necessary easements and scheduling resources.

**Fiscal Notes:**

The payment to Idaho Power will be for \$202,980 and the additional utility contractor work to modify the individual services is estimated to be approximately \$231,000. When added to the T4

agreement with 5<sup>th</sup> & Idaho for \$215,000 to fully underground and improve the alley between 5<sup>th</sup> Street and City Hall, the total amount of \$648,980 exceeds the \$285,000 originally programmed in the 2017-2021 CIP to improve these three alleys. However, sufficient resources exist in the River Myrtle – Old Boise fund balance to cover this additional cost, including payment of \$202,980 to Idaho Power in FY2017.

**Next Steps:**

- July 2017: CCDC Board approves resolution authorizing contract with and payment to Idaho Power for \$202,980 for undergrounding alley between 5<sup>th</sup> and 3<sup>rd</sup> Streets
- Late 2017: Idaho Power secures easements
- Spring 2018: Utility undergrounding between 5<sup>th</sup> and 3<sup>rd</sup> Streets, concurrent with ACHD alley stormwater project in alley between 5<sup>th</sup> and 4<sup>th</sup> Streets
- Summer 2018: All three alleys between City Hall and Old Assay Office improved with utilities undergrounded and concrete and paver surface

Attachment 1: City Hall - Old Assay Office  
Alley Exhibit





5/24/2017

Ccdc  
Ccdc/Matt

Boise Id 83702

**Work Order Number:** 27462817  
**Project Name:** Ccdc  
**Address or Job Location:** Alley Way-3Rd And 5Th  
**Project City, State, Zip:** Boise Id 83702

In accordance with your request:

|  |                      |
|--|----------------------|
| Line Installation/Upgrade Costs (Line 1)   | \$ 26,932.00         |
| Line Installation Credits (Betterment, Salvage, Customer Trench) (Lines 2-4)   | \$ 8,928.00          |
| Terminal Facilities (Line 6)   |                      |
| Customer Allowance (Line 7)  |                      |
| Salvage Terminal Credit (Line 8)   | \$ 4,836.00          |
| Unusual Conditions (Line 10)   | \$ 95,768.00         |
| Net Other Charges (Eng Charges, Permits, Misc Charges) (Line 25)   | \$ 89,208.00         |
| <b>Amount to be paid and received prior to job being scheduled for construction. Quote good for sixty (60) days.</b> | <b>\$ 202,980.00</b> |

- Please remit payment.  
 Please return signed and dated Service Request and Customer Cost document (attached).  
 Please return signed and dated Work Order Map.  
 Other

Comments:

Work order will not be released for construction scheduling until payment and/or requested documents are signed and returned. This quote is binding on the Company for a period of sixty days (60) from the date on this letter, and subject to change if information provided by the customer changes.

**PLEASE RETURN SIGNED DOCUMENTS TO:**

IDAHO POWER COMPANY  
 Chris Pitman  
 10790 FRANKLIN RD  
 BOISE ID 83709

If there are any questions, please contact:

Chris Pitman  
 388-6605  
 Cpitman@Idahopower.Com



## CUSTOMER COST QUOTE IDAHO

|   |                                     |                        |                                  |
|---|-------------------------------------|------------------------|----------------------------------|
| Customer or Project Name:<br><b>CAPITAL CITY DEVELOPMENT- MAIN &amp; IDAHO OH TO UG</b> | Design Number:<br><b>0000117485</b> | Version:<br><b>003</b> | Work Order #:<br><b>27462817</b> |
|---|-------------------------------------|------------------------|----------------------------------|

| Line Installation Cost   | Prepaid Fees | Debit             | Credit           | Totals            |
|--|--------------|-------------------|------------------|-------------------|
| 1. Line Installation/Upgrade Costs   |              | 26,932            |                  |                   |
| 2. Company Betterment / Other Credits  |              |                   | 924              |                   |
| 3. Salvage IPCO - Credit   |              |                   | 0                |                   |
| 4. Customer Provided Trench  |              |                   | 8,004            |                   |
| <b>5. Net Line Installation Cost</b>   |              |                   |                  | <b>18,004</b>     |
| <b>Terminal Facilities</b>   |              | 0                 |                  |                   |
| 6. Terminal Facilities   |              |                   | 0                |                   |
| 7. Customer Allowance  |              |                   | 4,836            |                   |
| 8. Salvage Term Credit   |              |                   |                  |                   |
| <b>9. Net Terminal Facilities</b>  |              |                   |                  | <b>0</b>          |
| 10. Unusual Conditions   |              | 95,768            |                  |                   |
| 11. Bank Letter of Credit<br><i>(Only for Unusual Conditions over \$10,000)</i>                          |              |                   | 0                |                   |
| 12. Net Construction Cost  |              |                   |                  | <b>113,772</b>    |
| 13. Net Vested OR Refundable Construction Cost<br><i>(Limited to 5 years or 4 additional applicants)</i> |              |                   |                  | <b>95,768</b>     |
| 14. Construction Cost Not Available for Vesting or Refund  |              |                   |                  | <b>18,004</b>     |
| <b>Other Charges</b>   |              |                   |                  |                   |
| 15. Vested Interest Work Order #   |              | 0                 |                  |                   |
| 16. Billable Permits   |              | 750               |                  |                   |
| 17. Prepaid Permits  | \$ 0         |                   |                  |                   |
| 18. Billable Engineering Charges   |              | 284               |                  |                   |
| 19. Prepaid Engineering Charges  | \$ 0         |                   |                  |                   |
| 20. Underground Service Attachment Charge  |              | 0                 |                  |                   |
| 21. Relocation or removal with new capacity  |              | 0                 |                  |                   |
| 22. Relocation or removal with NO new capacity   |              | 88,174            |                  |                   |
| 23. Salvage Credit Relocation  |              |                   | 0                |                   |
| 24. Miscellaneous Charges/Adjustments  |              | 0                 |                  |                   |
| <b>25. Net Other Charges</b>   |              |                   |                  | <b>89,208</b>     |
| <b>26. Total Work Order Charges</b>  |              | <b>\$ 211,908</b> |                  |                   |
| <b>27. Idaho Power Co. Contribution &amp; Other Credits</b>  |              |                   | <b>\$ 13,764</b> |                   |
| <b>28. Total Customer Payment Due (Line 12 + Line 25)</b>  |              |                   |                  | <b>\$ 202,980</b> |

*Customer signature is required on Page 2 of this document*

Notes: \_\_\_\_\_



Customer or Project Name:

**CAPITAL CITY DEVELOPMENT- MAIN & IDAHO OH TO UG**

Design Number:

**0000117485**

Version:

**003**

Work Order #:

**27462817**

**Total Customer Payment Due Prior to Construction Scheduling**

**\$ 202,980**

**Notice:** This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the date below indicated, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth above (the "Work"), but Idaho Power does not represent that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Prior to commencement of the Work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives, and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgments and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Rights of Way) on file with the IPUC and OPUC: "The Customer shall, without cost to the Company, grant the Company a right of way for the Company's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by the Company's employees at all reasonable hours." By signing this form, Customer grants to Idaho Power a perpetual right-of-way over Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to Customer and any future owners of Customer's property.

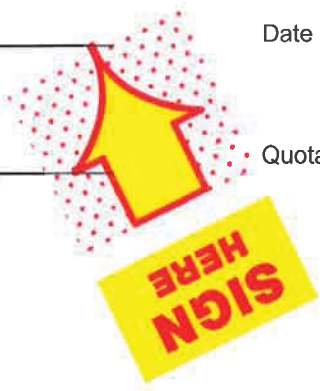
\_\_\_\_\_ (Customer Initials) Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power Facilities are not included in this Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

\_\_\_\_\_ (Customer Initials) Charges for installation of underground electrical service are not included in this Cost Quote and will be billed to the customer after work has completed

\_\_\_\_\_ (Customer Initials) The customer acknowledges receipt of the Underground Residential Conduit Installation Requirements brochure/packet, also available at idahopower.com

Customer Signature  \_\_\_\_\_ Date  \_\_\_\_\_

IPCo Representative  Chris Pittman Quotation Date  5/24/17





## Unusual Conditions Acknowledgement

Unusual Conditions are construction conditions not normally encountered. These conditions may include, **but are not limited to:** frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging, boring, incomplete customer trench, nonstandard facilities or construction practices, and other than available voltage requirements.

I have read and understand the above definition of Unusual Conditions as set forth in Idaho Power Company's Line Installation tariff, Rule H. I further understand that Idaho Power Company will determine the type and extent of the Unusual Conditions encountered.

Unusual Conditions charged for on the Customer Cost Quote sheet, but not encountered, will be refunded to the Customer by Idaho Power Company after the completion of construction.

Signed: \_\_\_\_\_  
Customer Signature

Date: \_\_\_\_\_



Service Request Number: 00388753

CAPITAL CITY DEVELOPMENT- MAIN & IDAHO OH TO UG

Work Order Number: 27462817

Eng Hours:

Request Type: CS

Eng Fee Amount(Att98): 0.00

Rate Sch.:

Eng Fee Amount(Att16):

Reply By:

Eng Fee Service Agreement No:

Eng Fee Service Agreement Date:

Customer No:

Feeder: GRVE18A

Service Location: MAIN & IDAHO BOISE, ID 83642

Required in Service Date: 6/10/2016

Planning Center/Team: EBIC

**Contact Detail:**

|      |  |                   |
|------|--|-------------------|
| CUST | CAPITAL CITY DEVELOPMENT/MATT<br>121 N 9TH ST, 501, , BOISE ID 83702 | 761-7722/319-1221 |
| IPCO | CHRIS PITMAN<br>10790 FRANKLIN RD, , BOISE ID 83709                  | 388-6605          |
| RFND | CAPITAL CITY DEVELOPMENT/MATT<br>121 N 9TH ST, 501, , BOISE ID 83702 | 761-7722/319-1221 |

**Attribute Information**

**RES/COM**

|                            |   |                |          |
|----------------------------|---|----------------|----------|
| Service Voltage            |   | No. Of Meters  |          |
| Number of Phases           | 3 | Meter Location |          |
| KW Motor Load:             |   | Ct Loc         |          |
| Largest Motor              |   | Primary OH/UG  | OH TO UG |
| 1 Phase KW Demand          |   | Service OH/UG  | OH TO UG |
| 3 Phase KW Demand          |   | Srv Owner      |          |
| Vested Int. Connected Load |   | Panel Amp Size |          |
| Commercial Deposit Amount  |   |                |          |

**Description**

MOVE OH POWER TO UG IN THE ALLEY WAYS BETWEEN 3RD AND 5TH STREETS NORTH OF MAIN STREET.

I understand that the information provided above is accurate to the best of my knowledge. Changes to load; voltage; location; etc may result in additional charges.

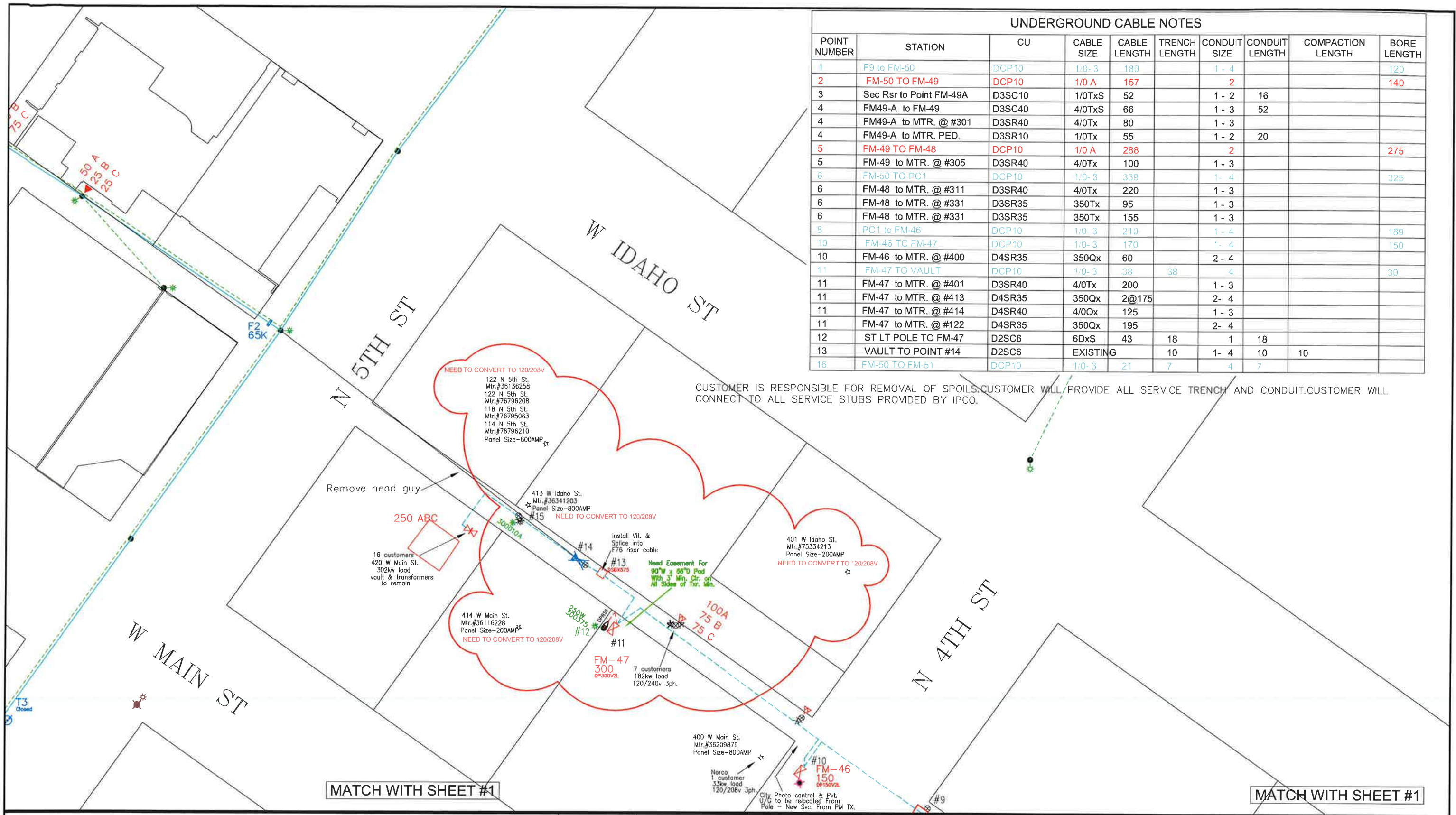
\_\_\_\_\_  
Client Signature

Date

*Chris Pitman* \_\_\_\_\_  
Idaho Power Representative Signature

Date





| UNDERGROUND CABLE NOTES |                         |        |            |              |               |              |                |                   |             |
|-------------------------|-------------------------|--------|------------|--------------|---------------|--------------|----------------|-------------------|-------------|
| POINT NUMBER            | STATION                 | CU     | CABLE SIZE | CABLE LENGTH | TRENCH LENGTH | CONDUIT SIZE | CONDUIT LENGTH | COMPACTION LENGTH | BORE LENGTH |
| 1                       | F9 to FM-50             | DCP10  | 1/0-3      | 180          |               | 1-4          |                |                   | 120         |
| 2                       | FM-50 TO FM-49          | DCP10  | 1/0 A      | 157          |               | 2            |                |                   | 140         |
| 3                       | Sec Rsr to Point FM-49A | D3SC10 | 1/0TxS     | 52           |               | 1-2          | 16             |                   |             |
| 4                       | FM49-A to FM-49         | D3SC40 | 4/0TxS     | 66           |               | 1-3          | 52             |                   |             |
| 4                       | FM49-A to MTR. @ #301   | D3SR40 | 4/0Tx      | 80           |               | 1-3          |                |                   |             |
| 4                       | FM49-A to MTR. PED.     | D3SR10 | 1/0Tx      | 55           |               | 1-2          | 20             |                   |             |
| 5                       | FM-49 TO FM-48          | DCP10  | 1/0 A      | 288          |               | 2            |                |                   | 275         |
| 5                       | FM-49 to MTR. @ #305    | D3SR40 | 4/0Tx      | 100          |               | 1-3          |                |                   |             |
| 6                       | FM-50 TO PC1            | DCP10  | 1/0-3      | 339          |               | 1-4          |                |                   | 325         |
| 6                       | FM-48 to MTR. @ #311    | D3SR40 | 4/0Tx      | 220          |               | 1-3          |                |                   |             |
| 6                       | FM-48 to MTR. @ #331    | D3SR35 | 350Tx      | 95           |               | 1-3          |                |                   |             |
| 6                       | FM-48 to MTR. @ #331    | D3SR35 | 350Tx      | 155          |               | 1-3          |                |                   |             |
| 8                       | PC1 to FM-46            | DCP10  | 1/0-3      | 210          |               | 1-4          |                |                   | 189         |
| 10                      | FM-46 TO FM-47          | DCP10  | 1/0-3      | 170          |               | 1-4          |                |                   | 150         |
| 10                      | FM-46 to MTR. @ #400    | D4SR35 | 350Qx      | 60           |               | 2-4          |                |                   |             |
| 11                      | FM-47 TO VAULT          | DCP10  | 1/0-3      | 38           | 38            | 4            |                |                   | 30          |
| 11                      | FM-47 to MTR. @ #401    | D3SR40 | 4/0Tx      | 200          |               | 1-3          |                |                   |             |
| 11                      | FM-47 to MTR. @ #413    | D4SR35 | 350Qx      | 2@175        |               | 2-4          |                |                   |             |
| 11                      | FM-47 to MTR. @ #414    | D4SR40 | 4/0Qx      | 125          |               | 1-3          |                |                   |             |
| 11                      | FM-47 to MTR. @ #122    | D4SR35 | 350Qx      | 195          |               | 2-4          |                |                   |             |
| 12                      | ST LT POLE TO FM-47     | D2SC6  | 6DxS       | 43           | 18            | 1            | 18             |                   |             |
| 13                      | VAULT TO POINT #14      | D2SC6  | EXISTING   |              | 10            | 1-4          | 10             | 10                |             |
| 16                      | FM-50 TO FM-51          | DCP10  | 1/0-3      | 21           | 7             | 4            | 7              |                   |             |

|  |  |                                       |  |                                   |  |                                |  |
|--|--|---------------------------------------|--|-----------------------------------|--|--------------------------------|--|
| Job Title:<br><b>CAPITAL CITY DEVELOPMENT- MAIN &amp; IDAHO OH TO UG</b>     |  | SWPP:SWPP                             |  | Customer:                         |  | Date:                          |  |
| Additional Description:<br><b>CONVERT 3PH OH PRIMARY TO 3PH UG PRIMARY</b>   |  | Feeder Map File Name: <b>GRVE1801</b> |  | Surveyed or GPS: <b>GPS</b>       |  | FDR By: ----                   |  |
| Additional Description:<br><b>CONVERT ALL OH SECONDARY AND SERVICE TO UG</b> |  | Qua 1 TwN 03N Rng 02E Sec 10 BM       |  | Joint Use Attachment: <b>YES</b>  |  | Date: ----                     |  |
|  |  | State ID County Ada                   |  | Pre-Built Date: ----              |  | Designer: <b>cgp3888</b>       |  |
|  |  |                                       |  | Built as Designed: ----           |  | Design No: <b>0000117485</b>   |  |
|  |  |                                       |  | Construction Date: ----           |  | ArcFM By: ----                 |  |
|  |  |                                       |  | Operating Voltage: <b>12.5 kV</b> |  | Date: ----                     |  |
|  |  |                                       |  |                                   |  | Work Order No: <b>27462817</b> |  |
| IDAHO POWER Co. WORK ORDER MAP   |  |                                       |  | SCALE: 1" = 50                    |  | Sheet <b>2</b> of <b>2</b>     |  |

MATCH WITH SHEET #2

MATCH WITH SHEET #2

**JOINT USE ATTENTION REQUIRED!**

This work involves Joint Use facilities which may include transfers, new attachments and removals. All parties shall coordinate completion of Joint Use Client construction activities with the Joint Use Dept at 208 388-2886.

Company Contact Information

Zayo (Treasure & Magic Valleys)

Kip Wright  
(208) 994-8346

St. Lukes Regional Medical Center (Boise)

David Niznik  
208-381-3446

Zayo (Treasure & Magic Valleys)

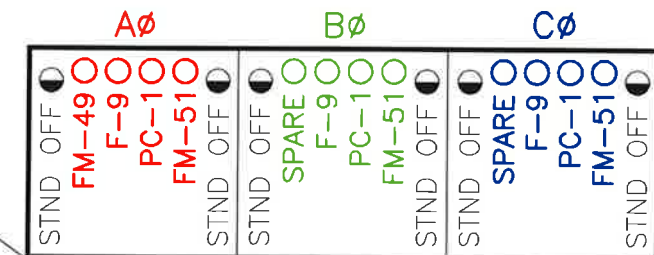
Kip Wright  
(208) 994-8346

Cable One (Boise)

Eric Hodge  
(208) 472-8394

**POINT NOTES -**

1. INSTALL NEW TANGENT RISER POLE, INSTALL TRENCH, CONDUIT & PRIMARY 3 PH. U/G TO POINT #2.
2. INSTALL BASEMENT 3 PH. SECTER, INSTALL NEW TRENCH, CONDUIT & PRIMARY 3 PH. U/G TO POINT #5.
3. REMOVE BUCK FRAMING & CONDUCTOR. REPLACE SERVICE RISER WITH SECONDARY RISER TO POINT #4 HANDHOLE.
4. INSTALL SEC. HH., INSTALL CONDUIT & SEC. TO POINT #5. INSTALL NEW U/G SERVICE TO #301 IDAHO ST. IN APPLICANT INSTALLED CONDUIT, INSTALL NEW U/G SERVICE CONDUIT TO EXISTING CONDUIT TO ACHD PED. & REPLACE SERVICE.
5. INSTALL NEW 1 PH. PM. TRANSFORMER. INSTALL TRENCH, CONDUIT & PRIMARY 3 PH. U/G TO POINT #6. INSTALL NEW U/G SERVICE TO #305 IDAHO ST. IN APPLICANT INSTALLED CONDUIT, REMOVE POLE, FRAMING TRANSFORMER & OH. SERVICE. INSTALL PROTECTIVE POSTS FOR TRANSFORMER ON 3 EXPOSED CORNERS - EASEMENT IS REQUIRED FOR TRANSFORMER.
6. INSTALL NEW 1 PH. PM. TRANSFORMER. INSTALL TRENCH, CONDUIT & PRIMARY 3 PH. U/G TO POINT #8. INSTALL NEW U/G SERVICES TO #311 & 331 IDAHO ST. IN APPLICANT INSTALLED CONDUIT, REMOVE POLE, FRAMING TRANSFORMER & OH. SERVICE. INSTALL PROTECTIVE POSTS FOR TRANSFORMER ON 2 EXPOSED FRONT CORNERS - EASEMENT IS REQUIRED FOR TRANSFORMER.
7. REMOVE POLE, FRAMING, SWITCHES & RISER - ABANDON DB. PRI. CABLE TO PC1.
8. REPLACE ELBOWS/CAPS & INSTALL TRENCH, CONDUIT & PRIMARY 3 PH. U/G TO POINT #10.
9. REMOVE POLE & FRAMING.
10. INSTALL PAD & 3 PH. 120/208V TRANSFORMER, INSTALL NEW TRENCH, CONDUIT & PRIMARY 3 PH. U/G TO POINT #11. INSTALL NEW U/G SERVICE TO #400 MAIN ST. IN APPLICANT INSTALLED CONDUIT. REMOVE POLE, FRAMING & TRANSFORMER BANK. CITY TO RELOCATE THEIR PHOTO CONTROL & U/G ST. LT. SERVICE TO BE FED FROM PAD MOUNT TRANSFORMER.
11. INSTALL PAD & 3 PH. 120/208V TRANSFORMER, INSTALL NEW TRENCH, CONDUIT & PRIMARY 3 PH. U/G TO POINT #13. NOTE: ALL EXISTING CUSTOMERS FED FROM THIS OVERHEAD 240 BANK NEED PANELS & EQUIPMENT CHANGED TO 120/208V. INSTALL NEW U/G SERVICES TO #401 & #413 IDAHO ST., #414 MAIN ST. & #122 5TH ST. IN APPLICANT INSTALLED CONDUIT, REMOVE POLE, FRAMING TRANSFORMER BANK & OH. SERVICES. INSTALL PROTECTIVE POSTS FOR TRANSFORMER - EASEMENT IS REQUIRED FOR TRANSFORMER. REMOVE POLE, FRAMING, TRANSFORMER BANK, OH & U/G SECONDARY TO POINT #14.
12. INSTALL RISER, TRENCH, CONDUIT & ST. LT. CABLE TO POINT #11. REMOVE OH. SERVICE.
13. INSTALL PRI. VAULT IN ALLEY, ROUTE EXISTING RISER CABLE INTO VAULT & SPLICE. REMOVE RISER POLE & FRAMING.
14. TRANSFER EXISTING PRI. RISER CABLE INTO CONDUIT FROM POINT #13 & SPLICE IN VAULT. REMOVE POLE, FRAMING, RISER & HEAD GUY HEADING ACROSS 5TH ST.
15. REMOVE POLE, RISERS, ST. LT. & OH. SERVICES. ALSO REMOVE OLD POLE NEXT TO THIS POLE.
16. INSTALL 3PH 120/208 TRANSFORMER, PAD, TRENCH, AND CONDUIT. EXCAVATE & ROUTE EXISTING U/G SERVICE INTO SECONDARY SIDE OF TRANSFORMER & TERMINATE. TRANSFER CT. MTR. FROM POLE. REMOVE POLE, FRAMING, TRANSFORMER BANK & RISER. NEW EASEMENT REQUIRED FOR P.M. TRANSFORMER AND SECTER.



**No Avian Protection Restriction**



|  |     |  |     |                                   |     |                                |     |    |   |     |     |    |    |                                  |  |                              |  |
|--|-----|--|-----|-----------------------------------|-----|--------------------------------|-----|----|---|-----|-----|----|----|----------------------------------|--|------------------------------|--|
| Job Title:<br><b>CAPITAL CITY DEVELOPMENT- MAIN &amp; IDAHO OH TO UG</b>     |     | SWPP: SWPP   |     | Customer:                         |     | Date:                          |     |    |   |     |     |    |    |                                  |  |                              |  |
| Additional Description:<br><b>CONVERT 3PH OH PRIMARY TO 3PH UG PRIMARY</b>   |     | Feeder Map File Name: <b>GRVE1801</b>  |     | Surveyed or GPS: <b>GPS</b>       |     | Designer: <b>cgp3888</b>       |     |    |   |     |     |    |    |                                  |  |                              |  |
| Additional Description:<br><b>CONVERT ALL OH SECONDARY AND SERVICE TO UG</b> |     | <table border="1"> <tr> <td>Qua</td> <td>Twn</td> <td>Rng</td> <td>Sec</td> <td>BM</td> </tr> <tr> <td>1</td> <td>03N</td> <td>02E</td> <td>10</td> <td>BM</td> </tr> </table> |     | Qua                               | Twn | Rng                            | Sec | BM | 1 | 03N | 02E | 10 | BM | Joint Use Attachment: <b>YES</b> |  | Design No: <b>0000117485</b> |  |
| Qua  | Twn | Rng  | Sec | BM                                |     |                                |     |    |   |     |     |    |    |                                  |  |                              |  |
| 1  | 03N | 02E  | 10  | BM                                |     |                                |     |    |   |     |     |    |    |                                  |  |                              |  |
|  |     | State: <b>Id</b> County: <b>Ada</b>  |     | Pre-Built Date: ----              |     | ArcFM By: ----                 |     |    |   |     |     |    |    |                                  |  |                              |  |
|  |     |  |     | Built as Designed: ----           |     | Date: ----                     |     |    |   |     |     |    |    |                                  |  |                              |  |
|  |     |  |     | Construction Date: ----           |     | Work Order No: <b>27462817</b> |     |    |   |     |     |    |    |                                  |  |                              |  |
|  |     |  |     | Operating Voltage: <b>12.5 kV</b> |     |                                |     |    |   |     |     |    |    |                                  |  |                              |  |

**TO: John Hale, Chairman, CCDC Board Executive Committee**  
**FM: John Brunelle, Executive Director**  
**RE: CCDC Operations Report – June 2017**

In 2016, the agency team adopted the following Vision and Mission statements:

**VISION STATEMENT**

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

**MISSION STATEMENT**

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

The influence of these new statements -- and the impact of CCDC's work -- has been on full display in recent weeks. In the past 48 months we've taken the agency's performance to a higher level, resulting in an improved built environment and catalyzed economic development and business opportunities in our URDs. The agency continues to recreate this desirable downtown through thoughtful urban design and place making, while using our unique financial power to support the convention center expansion, business startup efforts, and by partnering with private investors to add hundreds of hotel rooms and new residences.

Touring the sites under construction, attending ribbon cuttings, and celebrating grand openings is satisfying for the entire CCDC team. The top highlight has been our in-house project, The Grove Plaza, and the opening event that attracted one of the largest crowds in the 30+ year history of the plaza. This latest huge CCDC success story adds even more momentum as we continue the relentless pursuit of "perfect balance" of downtown's built environment and enhancing opportunities for sustainable economic growth.



### **River-Myrtle / Old Boise District Bond Financing / Refinancing / Redemption**

After months of work and the expiration of the statutorily-required 30 day contest period that began with the Board of Commissioners' adoption of Bond Resolution 1478 at its May meeting, this all-in **\$20,493,827** financing with Zions Bank closed on June 8.

- **Series 2017A Financing: \$13,040,495 total. Interest Rate: 2.32%.**
  1. Broad Street / LIV District streetscape and other infrastructure improvements including extension of the geothermal system and fiber optic cables all of which will be owned and maintained by the city (\$4.9 million).
  2. Purchase when complete the 5th & Broad public parking condominium unit containing 89 spaces in currently under-construction The Fowler apartment building (\$2.6 million).
  3. Purchase when complete the 11th & Front public parking condominium unit containing not less than 250 public parking spaces within a four-story, 600 total parking space parking garage with limited mixed use currently under construction as part of the "Pioneer Crossing" development (\$5.4 million).
- **Series 2017B Refinancing Series 2010B: \$5,741,626 total. Interest Rate: 2.82%.**
  - The combination of refinancing the 2010B bonds to lower the (tax-exempt) interest rate from 4.25% to 2.82% and paying off the 2010C bonds will result in total debt service of \$6.3 million, saving half a million dollars in interest costs over the next approximately seven years.
- **Series 2010C Redemption: \$1,711,706 total.**
  - The existing 2010B and 2010C Debt Service Reserve Funds (\$748,000 and \$250,300, respectively) and the 2010C Bond Payment account balance (\$169,600) were combined with Agency cash of \$600,698 to redeem the \$1,650,000 2010C principal and pay the \$42,600 estimated redemption premium and \$19,100 in estimated accrued interest.

The Series 2017A and 2017B bonds are secured by a first lien Parity pledge of RMOB Tax Increment Revenue and Net Parking Revenue. They will be retired on September 1, 2024, one year in advance of the RMOB URD sunset date.

The Agency will modify its spending plan to redirect that \$600,698 for this purpose. Those changes will be reflected in the 2017 Budget Amendment.

Credit for another successful bond issue goes to the Agency's team of experts: Eric Heringer, Financial Advisor, Piper Jaffray, Boise; Kurt Kaufmann, Bond Counsel, Sherman & Howard, Denver, CO; Ryan Armbruster, Agency Counsel, Elam & Burke, Boise.

## **STAFF IN ACTION: Contracts Specialist Kathy Wanner**

As President of Idaho Public Purchasing Association, Kathy Wanner recently attended the NIGP Regional Training and Vendor Showcase in Pendleton, Oregon. Nearly 200 procurement professionals from five member states (ID, OR, WA, AK, HI) took part.

Along with introducing the key note speaker and participating in training sessions President Kathy awarded Idaho's winners (left to right) Colin Milar, city of Boise, Manager of the Year; Alyssa Ellington, Ada County, Buyer of the Year; Kathy; and Bob Perkins, Ada County, Frank Pierce Founders Award – for his lead role in the 2017 Legislature's much-needed update to Idaho's procurement laws.



## **COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS**

### **2017 Streetscape Improvements Project – Request for Qualifications**

Project: The Agency seeks a general contractor to construct designed streetscape improvements this summer. Per Agency procedure and state law only pre-qualified contractors are able to bid the on this project.

- Jan 4: RFQ issued.
- Feb 8: Pre-qualification submissions due from interested public works contractors.
- March 13: Board approves four pre-qualified contractors who become eligible to bid.
- June 8: Invitation to Bid released to the pre-qualified contractors.
- June 29: Bids Due
- July 10: Board of Commissioners awards construction contract (projected).

### **ParkBOI Garage Signage – Invitation to Bid**

Project: The Agency seeks new parking garage signage to implement the ParkBOI brand identity.

- Feb 28 & Mar 7: Invitation to Bid issued
- March 8: Mandatory pre-bid meeting. Zero attendance. Project cancelled.
- March 17: Invitation to Bid reissued
- March 29: Mandatory pre-bid meeting. Five companies attended.
- April 6: Optional pre-bid walk-thru.
- April 12: Bids due.
- May 8: Board awards public works construction contract to YESCO for fabrication and installation. Contract executed May 16.

Status: Fabrication underway. Substantial completion expected within 120 days.



## **ParkBOI Garage Painting – Invitation to Bid**

Project: The Agency seeks to paint the interior stairwells and lobbies of its six public parking garages to achieve a clean, simple, uniform, and helpful public parking garage aesthetic.

- March 1: Invitation to Bid issued.
- March 9: Non-mandatory pre-bid meeting.
- March 22: Bids due. One responsive bid received. Project on temporary hold.

Status: Project continues on hold pending redesign by the design professionals to reduce anticipated expenses.

## **OTHER CONTRACTS ACTIVITY**

### **The Grove Plaza**

1. Task Order with Carew Co to design “Welcome to The Grove Plaza” advertisements.
2. Task Order with Carew Co to design custom banners for CCDCC’s new trailer stage.
3. Work Request with Advanced Sign to fabricate A-frame “No Alcohol Beyond This Point” signage incorporating the new Grove Plaza logo.
4. Professional Services Agreement with Guy Hand to photograph The Grove Plaza Grand Re-Opening festivities on June 7.
5. Vehicle Access Licenses:
  - a. Downtown Boise Association’s Alive After Five 2017 season.
  - b. Licenses with Boise Valley Economic Partnership for 5 food trucks on the Plaza during the BVEP Economic Summit.
  - c. St. Luke’s Health Foundation “Kid for a Night” event.

### **8<sup>th</sup> Street:**

- Task Order with Jensen-Belts Associates for construction-ready drawings to install retractable bollards.

### **Trailhead:**

- Agreement with American Cleaning Service for interior/exterior window cleaning.

### **Parking:**

1. Task Order with KPFF for structural assessment of each of the Agency’s six public parking garages to provide recommendations and estimate repair costs.
2. Task Order with KPFF to evaluate and design suicide prevention measures on the 9<sup>th</sup> & Front public parking garage.
3. License Agreement for new HVAC unit on roof of Capitol & Main public parking garage.

### **Agency Affairs:**

1. Professional Services Agreement with SB Friedman to conduct an eligibility study on the proposed Shoreline District.
2. Services Agreement with Access Integration for keypad office access.

### **Public Records Request:**

- Dan Alban requested communications regarding BSU baseball vis-à-vis the potential new multi-use stadium.



**Development Team: Todd Bunderson, Matt Edmond, Shellan Rodriguez, & Laura Williams, Karl Woods, and Doug Woodruff**

## INFRASTRUCTURE PROJECTS

### **Broad Street - Central Addition Improvements - CIP Project**

CCDC staff enjoyed a tour of the Broad Street Improvements last week, led by Project Manager, Karl Woods, Construction Manager, Anthony Guho, and Landscape Architect, Kim Seigenthaler.



Boise's first "eco-district" has completely reconstructed streets and streetscapes, geothermal connections, and additional fiber optic resources. The street reconstruction included adding green storm water infrastructure with seepage beds and a suspended paving system built underneath the road and sidewalk, which will substantially reduce the amount of storm water entering the Boise River. The design incorporates permeable pavers in the parking stalls, extended curb at the intersections, double rows of trees and landscaping, and unique aesthetic style. Unique light fixtures, benches, and bike racks give the street a distinctive look that will indicate an in-town neighborhood to visitors and residents.

The streetscape improvements between 2<sup>nd</sup> and 5<sup>th</sup> street are sustainably complete and construction between 5<sup>th</sup> and Capitol is scheduled to be done in July.



## ***Other Active Infrastructure Projects***

### **2017 Streetscape Improvements - CIP Project**

The 2017 Streetscape Improvements have been approved by Design Review, and construction documents have been approved by ACHD. This project will be put out to bid on June 8. Staff anticipates that Board approval will be sought in July for awarding of the construction contract.

### **2800 W. Idaho – Clairvoyant – PP Type 1**

CCDC Board approved the project's Type 1 Streetscape Agreement amounting to approximately \$65,000. The streetscape portion of this project is no longer occurring and therefore the Participation Agreement will be terminated. The developer is unwilling to move forward until a master license agreement with the City of Boise occurs and the timing is unclear. CCDC has sent a notice of termination of our existing contract.

### **515 W. Idaho - Paulsen - PP Type 1**

CCDC has an existing Type 1 Streetscape Grant Participation Agreement with the Paulsen Building approved by the Board in May 2016. The project aims to underground utilities within the adjacent alley and in conjunction with the proposed 5th and Idaho Apartments. This project's timeline is based on the 5th and Idaho project moving forward and which began in March 2016. The developer requested an extension of the Type 1 Participation Agreement and it was finalized on April 4, 2017. The term of the agreement now expires in May 2018 or upon completion of the obligations as set forth in the agreements. The agreement extension was approved at staff level.

### **535 S. 15th Street - River Street Lofts - PP Type 1**

A proposed 10 unit townhome style condominium development being developed by Energreen Development out of McCall. The developer will build streetscape improvements on River and 15th streets and is undergrounding a utility line on River Street. In May, the Board of Commissioners designated the project as eligible for a Type 1 Participation Program Agreement. Staff has finalized the agreement and it will be brought to the Board at the June Meeting for approval. Construction is set to begin in July and scheduled completion is December of 2017.

### **1402 W. Front Street - Verraso - PP Type 1**

A proposed 8 unit, for-rent housing development being developed by Envision 360 of Boise. The 15th Street streetscapes will be improved as part of the development. Staff is bringing this project to the Board for designation as a project eligible for a Type 1 Agreement in June. If Board designates the project, the contract approval will be brought to the board in July.

### **1024 W Bannock - Hyatt Place - PP Type 2**

Construction is complete. Staff has been in contact with the developer regarding the Type 2 Agreement procedures. Staff has visited the project site to confirm public improvements were completed per the agreement. Staff is awaiting proof of costs for reimbursement.

### **South 8th Street - 8th Street Marketplace - PP Type 4**

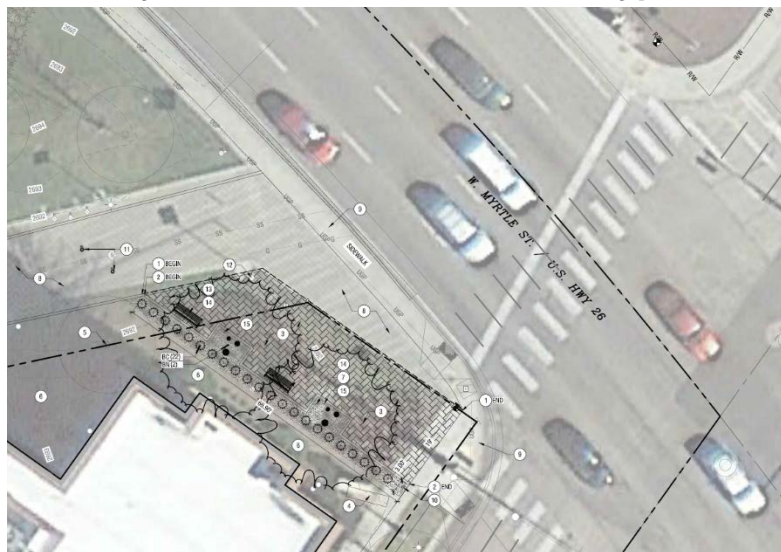
The brick paving of the corners of 8th Street and Broad has been completed. Staff inspected the improvements, accepted the condition, and is processing final payment. Staff will calendar a warranty inspection 11 months from date of completion to ensure the quality of workmanship has endured the warranty period.

### **32nd & Moore - Housing Authority Development – PP Type 1**

The Boise City Ada County Housing Authority is working on a proposed 50 unit multifamily project for income qualified families, which includes some market rate units. The project site is currently owned by the Housing Authority and is not on the tax rolls. The proposed development will bring the property onto the tax rolls, though at a lesser value than a market rate project. CCDC staff has met with the developer and their design team a few times to review the Participation Policy. Staff has received and reviewed a Type 1 Participation Application for up to \$150,000 in eligible costs. Staff will request that the CCDC Board designate the project as a Type 1 Participation Program Project in June.

## **MOBILITY PROJECTS**

### **11<sup>th</sup> & Myrtle – Pioneer Corner – PP Type 4**



Through the Front and Myrtle Alternatives Analysis, CCDC staff and agency partners identified a number of near term improvements along the Front and Myrtle corridor that could be accomplished either as part of or concurrently with the ITD resurfacing project on Front, Myrtle, and Broadway scheduled to occur in the summer of 2017.

One of the more notable near term improvements identified was an improved connection between the existing Pioneer Pathway and the intersection of 11th and Myrtle

Streets. This improved connection was proposed to include a realigned crosswalk on Myrtle Street and directional pedestrian ramps at the corner (to be done as part of the ITD resurfacing), and the widening of the pathway paver section on the southwest corner of Myrtle and 11th Streets to better accommodate both bicyclists and pedestrians transitioning to and from the main pathway. Subsequent discussions with Boise City staff, CCDC staff, and the adjacent property owner yielded consensus on an improvement that also included additional trees, benches, and a waste receptacle.

### ***Other Active Mobility Projects***

#### **401 S. 5th Street - The Fowler Public Parking - PP Type 3**

CCDC has worked with Andersen Construction and Local Construct to finalize parking equipment and signage packages. CCDC is awaiting the updated construction schedule from Andersen. The next step will be to finalize purchase of the garage and take occupancy.

### **1101 Front - 11th & Front Garage**

Staff attends regular construction meetings and is working closely with Gardner Company to approve signage for the 11th and Front Garage and the Pioneer Crossing development as well as parking equipment and durability measures within the garage. Additional water sealant is being proposed and CCDC is negotiating a cost share for the added cost of approximately \$110,000. The Condominium Declarations and Parking Agreements are being drafted and reviewed by staff and counsel.

### **9th & Front Garage – Exterior Painting**

CCDC is planning to repaint the exterior of the 9th & Front Garage. The work is anticipated to be completed in 2017. Glancey Rockwell Associates have prepared construction documents for the repainting of the garage. The bid package is being assembled. The project to be put out to bid this month and Board Approval sought for painting of garage.

### **Bike Rack Infill**

CCDC staff will develop a menu of options for a new bike corral design, including off-the-shelf products or a possible request for proposals for a new design. CCDC will hire a contractor to install 3 bike racks in front of One-Nineteen in June 2017.

### **Front & Myrtle Alternatives Analysis**

Due to high bids, the Board will consider a new cooperative agreement with ITD for an additional \$60,000 for Front and Myrtle near term improvements at the June meeting.

### **Boise GreenBike Station Sponsorship at Red Lion Downtowner**

Boise GreenBike accepted delivery of the new racks and sign panels on June 5 and will be installing the new stations this month/

### **Wayfinding Project Installation**

CCDC staff has made modifications to the wayfinding system based on direction from ITD. Sea Reach is requesting a scope modification to change the prototype sign based on ITD direction. Sea Reach has submitted cost estimates which are being reviewed by staff.

### **5th & 6th Street – 2-Way Conversions – CIP Project**

ACHD hosted an open house at the Basque Center on April 13 and an online survey ending April 27 on the 2-way conversion concepts. Respondents to the open house and survey were 2-to-1 opposed to the conversion of 5th and 6th, although they were generally evenly split on recent 2-way conversions. The full project team voted to recommend a no-build, based on the public opposition and lack of definitive data on the benefits of 2-way conversion. Staff will hold a work session with the ACHD Commission on June 14, followed by a public meeting to decide on whether to move forward with the conversions on June 28.

## PLACE MAKING PROJECTS

### **826 W Main Street - The Grove Plaza Renovation - CIP Project**

The Grand Re-Opening of The Grove Plaza took place on Wednesday, June 7<sup>th</sup> with thousands of members of the public in attendance. The fountain was an instant hit, and staff has enjoyed seeing all the great photos and videos in the media of people not only loving the fountain, but all the other new features as well. The free Wi-Fi is up and running and during the lunch hour all 36 tables are being used. The umbrellas are a community favorite and bring added shade to the plaza, while the trees start their first season on the Plaza. The public restrooms are open Monday-Saturday from 9 am – 6 pm; just stop into the Visitor's Center and ask for access.



Work does remain to be done by McAlvain, but the good news is that the work is related to small items and behind the scenes fine-tuning. The construction team anticipates isolated construction activity to be happening through the month of June to reach final completion. This will not impact any scheduled events or daily use of the plaza.

Boise Centre has taken the reigns and is doing great work operating the plaza. Staff continues to work with the Boise Centre to adjust and settle into normal daily operations. One example is a need for additional trash receptacles. The popularity of the space is exceeding expectations and requires some additional facilities to keep the plaza safe and clean.

Plaza events are stacked up for the 2017 summer, starting with the Capital City Public Market returning on June 9 and the Farwest Ski Association hosting an event on June 12.

### ***Other Active Place Making Projects***

#### **5th and Myrtle - Julia Davis Park Entry - CIP Project**

CCDC, in partnership with the City of Boise, is developing a pathway connection from the south end of 5th Street into Julia Davis Park. This connection is in accordance with the City of Boise's Central Addition Initiative and the Boise Parks Department's plans for Julia Davis Park, and is intended to increase the visibility and access to Julia Davis Park from Downtown Boise, as well as increase connections across Front and Myrtle streets between Julia Davis Park, the Central

Addition LIV District, and Downtown Boise. This project is substantially complete. Punch list and final closeout forthcoming.

### **South 8th Street District Plan - CIP Project**

CCDC has hired CTY and The Land Group as design professionals for the 8th & Fulton intersection and Esther Simplot Alley work. The City of Boise has a contract with an artist for a mural at 8th and Fulton and has issued an RFQ for the 8th Street pedestrian bridge lighting which was due June 7. CTY has provided schematic design concepts for overhead infrastructure at Simplot Alley and a landmark at 8th & Fulton and is proceeding with the design process. Artists were selected through CoB, and design professionals for design projects are under contract with CCDC. Projects are anticipated to be completed in 2017 with the exception of the Simplot Alley work which will align with ACHD's permeable alley project in 2018.

### **Traffic Box Artwork - Public Art**

Wrap approximately (12) traffic boxes with local art in the RMOB district. 2016 Traffic Boxes have been completed. Call to artists was released in fall of 2016 with a deadline of February 2017. Artist selection panel occurred April 7. Traffic box locations are currently being assigned to vendors. Artists have been selected and have provided proposals. Proposals were reviewed by the commission on June 7. Boxes to be wrapped by fall.

### **8th Street Event Bollards**

CCDC hired Jensen Belts and Quadrant Consulting to design, coordinate with project stakeholders (Parks, Public Works, Fire Department, ACHD), and oversee installation of bollards. Jensen Belts expects the project to be designed, approved, and ready for bidding (likely informal bidding) in late July/early August.

### **5th & Myrtle New Signalized Crossing**

CMGC for Broad Street project has installed conduit across Myrtle with the geothermal extension. 5th Street and new Julia Davis pathway/entrance are substantially complete. COMPASS installed a camera in mid-May to count foot traffic crossing the street to establish warrants for a signal. CCDC staff is meeting with ITD staff June 9 to discuss next steps for requesting/approving a signal. COMPASS expects to have preliminary crossing counts by the end of June. If these counts are insufficient to warrant a signal, CCDC will request a subsequent count this fall when foot traffic is likely to increase (Art in the Park, Fowler).

### **Alley, 6th to 3rd between Main & Idaho - CCDC Alley Program**

Staff will request contract approval and payment to Idaho Power at the July board meeting so that Idaho Power can begin work on securing the easements. Construction is planned for spring 2018.

### **Central District Improvements (Inc. 8th Street) - CIP Project**

Staff has completed a physical assessment of all 42 block faces in the Central District. Needed repairs and desired improvements have been catalogued in a field report. This includes items such as: brick pavement repair, tree grate replacement, updating furnishings, enhancing pedestrian ramps, and improving loading zones. Conceptual designs of these major improvements will be presented at the August board meeting.

## ECONOMIC DEVELOPMENT PROJECTS

### **Boise Centre Brings Largest Convention in Boise History**



CCDC efforts to site and finance Boise Centre East as part of the he Boise Centre expansion paid off big time this week, with the largest ever convention taking place in the updated and enlarged facility. Thanks to the additional 36,000 SF of convention space, funded through CCDC conduit financing, the convention center was able to accommodate over 1,500 epidemiologists from June 3-7<sup>th</sup>. The convention went smoothly and we've heard all good news from convention goers and the Boise Centre. Congratulations to

GBAD's Board and Staff for bringing such a large economic driver to our city!

### ***Other Active Economic Development Projects***

#### **BVEP: Grow Here Summit**

CCDC was a table sponsor at the first ever BVEP Summit. The event took place on May 31<sup>st</sup> and ten CCDC Board and staff attended. In addition to a table sponsorship, the event rented The Grove Plaza for the post-event reception.

#### **Multi-Purpose Stadium Assessment**

CCDC has contracted with SB Friedman, a consulting firm, to provide an eligibility study of the proposed Shoreline Area. Board approval will be required to both de-annex and create a new district. CCDC intends to have a completed Eligibility Study in August/September 2017 for Board Review and action.

#### **503 - 647 S. Ash Street - Ash Street RFP - PP Type 5**

Staff is working with Valbridge Property Advisors on a re-use appraisal for the property based on the development plans. Staff is drafting a Development and Disposition Agreement (DDA). Upon completion of the ERN Phase (which contractually ends on July 1, 2017) a DDA will be brought to the Board for review and approval. The Design Development Plan includes a series of minor revisions to the unit counts within the residential project that staff is currently analyzing based on the revisions.

#### **620 S. 9th - The Afton - PP Type 5**

CCDC staff and some Board members were pleased to take part in a developer led tour of Phase I in May. The developer is aiming to present a Phase 2 proposal to CCDC in the next 30 days in order to obtain a revised entitlement on Phase 2 of the development. Additionally, the developer hopes to close on Phase 2 property with CCDC before contractually obligated and before the end of 2017.



### **1401 W. Idaho - Watercooler - PP Type 5**

Construction completion was estimated in June 2017 and staff will be coordinating a walk through with the developer in July.

### **918 W. Idaho - Athlos - PP Type 3**

The project is nearly complete. Staff expects to receive a request for Type 3 reimbursement in the coming months and expects to get a tour of this unique building.

### **410 S. Capitol - Marriott Residence Inn - PP Type 2**

Initially the project was to be completed in June 2017, which is likely delayed a few months due to difficult winter weather and an unusually tight labor market. Upon completion staff expects to receive required documentation for future Participation Agreement Reimbursement.

### **500 S. Capitol - Inn at 500 - PP Type 2, 4**

Construction is complete and staff and the developer have begun the documentation process for the Type 2 and Type 4 agreements. The developer will likely be asking CCDC staff to revisit the existing lease agreement for parking in hopes to obtain additional spaces at the new Fowler garage thereby leasing less from the Capitol and Myrtle garage. This proposal has not been formally received at this time. The owner is considering their parking needs and may want to decrease the number of existing leased spaces. This will be vetted and if needed the agreement will be amended.

### **25th & Fairview - Adare Manor Development - Potential PP**

The project will be at Design Review on June 14th. There has been no formal request of CCDC for participation at this time.

### **Whitewater & Main – LocalConstruct Mixed Use Development - Potential PP**

LocalConstruct obtained a 5.8 acre property from the City of Boise through a land exchange. The developer is contemplating a phased development with the hope to bring retail first. Staff recently met with the developer and received an update on the project.

## **SPECIAL PROJECTS**

### **Boise City Art Project (South 8th Street Area)**

CCDC is currently working with Arts and History on public art installations identified in the 8th Street Corridor planning effort. The City of Boise has an artist under contract for a mural at 8th and Fulton and an RFQ for the 8th Street pedestrian bridge lighting has been issued. The RFQ was due June 7. Both projects anticipated to be completed in 2017.

**Parking & Facilities Team: Max Clark & Ben Houpt**

### **Park & Ride Shuttle**

The weekday/daytime parking demand in downtown, particularly drivers wanting individual spaces to store their cars using a monthly pass, has spurred the concept of a temporary solution of satellite sites. A shuttle service to connect riders to downtown has been vetted for interest and feasibility. One site is owned by BSU and is near the airport; there are two additional potential sites in the West End near Main Street & the Boise River. A three month

pilot program will be launched in June connecting BSU's Elder St. lot to the Main Street Station. It will operate M-F during peak AM & PM commute times. The \$68,000 price tag will be split between CCDC and the City of Boise. The contract between BSU and the City is nearing finalization. An extensive outreach effort will be conducted starting the week of June 6th and will include promotional emails to our existing garage customers and those on the wait lists. Additional "Lunch & Learn" informational sessions will be conducted by City staff.

## Property Management Updates

### **The Grove Plaza**

Transitioning from construction to operations. Working with Boise Centre on vehicle access, furniture security and efficient placement and use of trash receptacles

### **8<sup>th</sup> Street**

Upcoming Events: Pride Fest Street Dance – June 17<sup>th</sup>

Father's Day Car Show – June 18<sup>th</sup>

### **Parking System**

ParkBOI Sign project underway, 1st shop drawings and locations submittals made 5/31. Working with YESCO on refining design and replacement

### **General Maintenance**

Irrigation systems being activated. Sidewalk repairs contract in place. Working on bike rack installs at 10th & Grove and BODO.