

CAPITAL CITY DEVELOPMENT CORPORATION
Board of Commissioners Meeting
Conference Room, Fifth Floor, 121 N. 9th Street
February 13, 2017 12:00 p.m.

A G E N D A

- I. CALL TO ORDER.....Chairman Hale**
II. AGENDA CHANGES/ADDITIONS.....Chairman Hale
III. CONSENT AGENDA

- A. Expenses
1. Approval of Paid Invoice Report – January 2017
- B. Minutes and Reports
1. Approval of Meeting Minutes from January 9, 2017
- C. Other
1. Resolution 1479 Endorsing the State Street Transit Corridor Implementation Coordination MOU
[No fiscal obligation; Board Reviewed 01/09/2017]
2. Resolution 1480 Approving the Amendment to Article 1, Section 1.1 of the Amended and Restated Condo Declaration for Capital Terrace Condominiums
3. Resolution 1481 Approving the 2017 License Agreement with Capital City Public Market, 1 Inc.
4. Resolution 1482 Approving T4 Agreement for City of Boise City Hall Plaza Renovation
[For City Hall Renovation NTE \$1,225,000; For Capitol Blvd. Improvements NTE \$80,000, Board Reviewed 01/09/2017]
5. Resolution 1484 Approving Termination and Release of DDA and Deed Exceptions for Capitol Terrace Condominiums

IV. ACTION ITEMS

- 12:05 A. CONSIDER: Election of Officers, Approval of Executive Committee Charge, Designation of Executive Committee Members, Designation of Secretary Pro Tempore (10 minutes) Chairman Hale
- 12:15 B. CONSIDER: Annual Independent Audit and Financial Report for FY 2016 (10 Minutes) Kevin Smith, Eide Bailly
- 12:25 C. CONSIDER: Resolution 1483 Authorizing Finance Director to negotiate terms for approximately \$13 million RMOB District Redevelopment Bonds, Series 2017 (10 Minutes) Ross Borden

V. INFORMATION/DISCUSSION ITEMS

- 12:35 A. Trailhead Report (10 minutes) Raino Zoller
- 12:40 B. Operations Report (5 minutes).....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).

Capital City Development Corp
ACH & Cash Disbursements Report
For the Period 01/01/2017 through 01/31/2017
Board Officer Review

Payee	Description	ACH Date	Amount
Debt Service:			
	Total Debt Service		0
ABM/AMPCO Parking:			
Monthly Parkers ACH	Payments from Monthly Parkers	1/10/2017	(8,842.00)
	Total Parking		(8,842.00)
Payroll:			
EFTPS - IRS	Federal Payroll Taxes	1/4/2017	12,292.94
Idaho State Tax Commission	State Payroll Taxes	1/4/2017	2,310.00
CCDC Employees	Direct Deposits Net Pay	1/4/2017	30,349.45
PERSI	Retirement Payment	1/4/2017	10,325.29
EFTPS - IRS	Federal Payroll Taxes	1/18/2017	12,253.94
Idaho State Tax Commission	State Payroll Taxes	1/18/2017	2,308.00
CCDC Employees	Direct Deposits Net Pay	1/18/2017	30,287.78
PERSI	Retirement Payment	1/18/2017	10,379.05
PERSI	Retirement Payment	1/30/2017	10,379.05
	Total Payroll		120,885.50
Other:			
Idaho Power (autopayment)	December electricity bills - AutoPay	1/18/2017	256.11
Intermountain Gas	December electricity bills - AutoPay	1/5/2017	34.91
Boise City Utility Bills (autopayment)	January Utilities - AutoPay	1/26/2017	469.29
US Bank Credit Cards	Credit Cards - December 16	1/25/2017	4,269.00
US Bank Credit Cards	Credit Cards - January 17	1/30/2017	3,715.42
ABM/AMPCO	Parking Operations & Admin Exp - NOV16	1/10/2017	125,063.45
Paid Invoice's	Other Paid Invoice's	1/12/1900	1,159,359.23
Total Paid Invoices	Total Checks and Electronic payments		1,293,167.41
Grand Totals	Total Payments		<u>\$ 1,405,210.91</u>

Reviewed by:
Finance Director

Date:

Reviewed by:
Executive Director

Date:

Reviewed by:
Board Member

Date:

Report Criteria:

Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3983	A and M Communications	003167	Wiring for New Server Inst	11/18/2016	1,580.00	62230	01/03/2017
		003167	Wiring for New Server Inst	11/18/2016	210.80	62230	01/03/2017
Total 3983:					1,790.80		
3871	ABC Stamp Signs & Award	0498304	Notary black stamp	12/07/2016	36.95	62231	01/03/2017
Total 3871:					36.95		
3759	ABM Onsite Services	2016 EVALU	Performance bonus - FY20	12/31/2016	1,500.00	62271	01/27/2017
Total 3759:					1,500.00		
3989	Access Integration	016O1044	New Keypads for Office	11/23/2016	2,548.18	62232	01/03/2017
		016O1044	New Keypads for Office	11/23/2016	283.29	62232	01/03/2017
Total 3989:					2,831.47		
3659	Ada County Auditor	JANUARY 20	January 2017 Surplus Gro	01/01/2017	11,746.00	62272	01/27/2017
		JANUARY 20	Janaury 2017 Master Grou	01/01/2017	10,242.00	62272	01/27/2017
		OCT2016	October 2016 Master Grou	01/01/2017	10,242.00	62254	01/09/2017
		OCT2016	OCT 2016 Surplus Ground	01/01/2017	11,746.00	62254	01/09/2017
Total 3659:					43,976.00		
1139	American Cleaning Service	54747	Trailhead Cleaning - 12 Mo	12/01/2016	892.10	62233	01/03/2017
		55431	Trailhead Cleaning - 12 Mo	01/01/2017	892.10	62273	01/27/2017
Total 1139:					1,784.20		
3838	American Fire Protection L	8626	Monthly pump inspection &	11/01/2016	185.00	62234	01/03/2017
		8788	Monthly pump inspection &	11/30/2016	185.00	62234	01/03/2017
		8911	Monthly pump inspection &	12/31/2016	185.00	62274	01/27/2017
Total 3838:					555.00		
3770	AutoSort Mailing Services	86140	Postage- Postcards for Gro	12/15/2016	8,622.00	62255	01/09/2017
		86140	Postage - Postcards for Gr	12/15/2016	100.13	62255	01/09/2017
Total 3770:					8,722.13		
1316	Blue Cross of Idaho	1633600003	Health Insurance - Decemb	12/01/2016	18,214.51	62235	01/03/2017
		1700600026	Health Insurance - January	01/01/2017	19,463.47	62270	01/12/2017
Total 1316:					37,677.98		
1331	Boise Centre	8199-IN	Grove maintenance fee - D	12/01/2016	2,458.33	62236	01/03/2017
		8203-IN	Snow Removal DEC2016	12/31/2016	7,904.95	62275	01/27/2017
		8204-IN	Grove maintenance fee - J	01/01/2017	2,458.33	62275	01/27/2017
		8205-IN	Ice Melt	01/01/2017	169.29	62275	01/27/2017
Total 1331:					12,990.90		
1385	Boise City Utility Billing	0447416001	848 Main St # 0447416001	01/01/2017	6.65	10311	01/26/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		0548469002	CD 107 S 9th-Trash serv	01/01/2017	231.32	10311	01/26/2017
		0548469002	RM 107 S 9th-Trash serv	01/01/2017	157.30	10311	01/26/2017
		0548469002	WS 107 S 9th-Trash serv	01/01/2017	74.02	10311	01/26/2017
	Total 1385:				469.29		
3712	Car Park	NOVEMBER	Cap & Myrtle - Myrtle Stree	11/30/2016	19,987.79	10291	01/10/2017
		NOVEMBER	Cap & Main - Cap T.	11/30/2016	20,993.30	10291	01/10/2017
		NOVEMBER	9th & Front - City Centre	11/30/2016	34,523.19	10291	01/10/2017
		NOVEMBER	Cap & Front - BLVD	11/30/2016	9,773.09	10291	01/10/2017
		NOVEMBER	9th and Main - Eastman	11/30/2016	19,855.38	10291	01/10/2017
		NOVEMBER	10th & Front - Grove	11/30/2016	19,930.70	10291	01/10/2017
	Total 3712:				125,063.45		
1556	Caselle Inc.	77100	Contract support - Janaury	01/01/2017	787.33	62237	01/03/2017
		78192	W-2 Year End Service	01/11/2017	750.00	62276	01/27/2017
	Total 1556:				1,537.33		
1595	CITY OF BOISE	BLD16-0354	Building Permit Fee's	12/14/2016	30.94	62256	01/09/2017
	Total 1595:				30.94		
3876	Communications Et Al	CCDC2016-1	Ash Street RFP - Advertisi	12/31/2016	4,135.00	62277	01/27/2017
		CCDC2017-1	Radio Advertising - Brick P	12/31/2016	5,160.00	62277	01/27/2017
	Total 3876:				9,295.00		
1643	Community Planning Asso	217047	FY17 2nd qtr Membership	01/01/2017	1,987.50	10292	01/10/2017
	Total 1643:				1,987.50		
3947	Crane Alarm Service	11951	Repairs Per Inspection Fin	11/04/2016	2,960.00	62257	01/09/2017
		JANUARY 20	Fire Alarm System - Monito	01/01/2017	25.00	62257	01/09/2017
	Total 3947:				2,985.00		
1703	CSHQA	29272	Final Design, Construction	11/30/2016	9,656.37	62238	01/03/2017
		29272	Grove Plaza Renovation D	11/30/2016	897.49	62238	01/03/2017
		29273	Garage Signage	11/30/2016	9,943.68	62238	01/03/2017
	Total 1703:				20,497.54		
3995	D & A Glass Company Inc	24654	New Glass for Office Wind	01/14/2017	746.83	62278	01/27/2017
	Total 3995:				746.83		
1787	Downtown Boise Associati	8033	8th St Clean Team	11/30/2016	546.00	62239	01/03/2017
		8035	CD Clean Team	12/31/2016	2,193.63	62279	01/27/2017
		8035	RM Clean Team	12/31/2016	1,491.67	62279	01/27/2017
		8035	WS Clean Team	12/31/2016	701.96	62279	01/27/2017
		8036	8th St Clean Team	12/31/2016	546.00	62279	01/27/2017
		8082	CD Clean Team	11/30/2016	2,193.63	62239	01/03/2017
		8082	RM Clean Team	11/30/2016	1,491.67	62239	01/03/2017
		8082	WS Clean Team	11/30/2016	701.96	62239	01/03/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Total 1787:					9,866.52		
1832	Eide Bailly LLP	EI00452980	Audit 2016	12/01/2016	21,600.00	62240	01/03/2017
Total 1832:					21,600.00		
1838	Elam & Burke P.A.	165238	Ash Street Properties	11/30/2016	1,278.00	62241	01/03/2017
		165239	Associated Warehouse	11/30/2016	68.00	62241	01/03/2017
		165240	Multi-Modal Center/Grove	11/30/2016	990.90	62241	01/03/2017
		165241	Auditorium District Expansi	11/30/2016	1,769.40	62241	01/03/2017
		165242	Civic Partners Developmen	11/30/2016	340.00	62241	01/03/2017
		165243	The Fowler	11/30/2016	421.20	62241	01/03/2017
		165245	RM Bond Financing	11/30/2016	652.95	62241	01/03/2017
		165246	Coursey/Eastman	11/30/2016	857.00	62241	01/03/2017
		165247	101-0 General	11/30/2016	459.90	62241	01/03/2017
		165248	BLVD Garage Disp	11/30/2016	40.00	62241	01/03/2017
		165250	RM Implement	11/30/2016	476.00	62241	01/03/2017
		165251	WS District	11/30/2016	151.00	62241	01/03/2017
Total 1838:					7,504.35		
3811	Erstad Architects	16-618	4th & Grove Study & 3D M	12/01/2016	688.75	62258	01/09/2017
Total 3811:					688.75		
3905	Famous Idaho Potato Bowl	2016-CCDC	2016 Potato Bowl Downto	12/13/2016	2,500.00	62259	01/09/2017
Total 3905:					2,500.00		
1898	Fiberpipe	1817-17498	Email, Audio, & Domain	01/01/2017	64.90	62260	01/09/2017
Total 1898:					64.90		
3807	FreedomVoice Systems	2017-010108	Monthly Service	01/01/2017	531.56	62261	01/09/2017
Total 3807:					531.56		
3986	Frontier Fence Company	8084A	BPC Fence	11/15/2016	1,455.29	62242	01/03/2017
Total 3986:					1,455.29		
3695	Guho Corp.	160101049-0	CMGC Contract - LIV Distri	11/30/2016	508,310.26	10293	01/10/2017
Total 3695:					508,310.26		
3732	Hi Tech Color LLC	85463	Postcards for Grove Plaza	12/09/2016	2,700.00	62243	01/03/2017
Total 3732:					2,700.00		
2165	Idaho Power	2200406607	9th St outlets #220040660	12/31/2016	8.99	10310	01/18/2017
		2200910368	617 S Ash #2200910368	12/31/2016	12.85	10310	01/18/2017
		2201627995	9th & State # 2201627995	12/31/2016	8.63	10310	01/18/2017
		2202934903	8th St lights #2202934903	12/31/2016	225.64	10310	01/18/2017
Total 2165:					256.11		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3900	Idaho Records Manageme	0118047	Records Storage	12/06/2016	80.04	62244	01/03/2017
		0118559	Records Storage	01/01/2017	80.04	62280	01/27/2017
Total 3900:					160.08		
2186	Idaho Statesman	263244 DEC	Legal Notices	12/31/2016	78.76	62281	01/27/2017
Total 2186:					78.76		
2240	Intermountain Gas Compa	6948213000	617 Ash St #69482130007	12/20/2016	34.91	10309	01/05/2017
Total 2240:					34.91		
3966	Involta	0022874	Website Hosting Services	12/31/2016	876.00	62282	01/27/2017
Total 3966:					876.00		
2288	Jensen Belts	1603-10	2016 LIV District Public Infr	11/30/2016	17,636.25	10282	01/05/2017
		1603-11	2016 LIV District Public Infr	12/31/2016	17,526.96	10301	01/30/2017
		1642-1	2017 RMOB SS	12/31/2016	3,320.00	10301	01/30/2017
		1642-1	2017 WS SS	12/31/2016	592.00	10301	01/30/2017
Total 2288:					39,075.21		
3715	KB Fabrication & Welding	9152	Bike Rack - Inverted "U"	12/29/2016	800.00	62262	01/09/2017
		9152	Bike Rack - Inverted "U"	12/29/2016	800.00	62262	01/09/2017
		9152	Bike Rack - Inverted "U"	12/29/2016	800.00	62262	01/09/2017
Total 3715:					2,400.00		
3913	Kimley-Horn and Associate	191934010-1	Parcel B Garage Study	11/30/2016	462.50	62245	01/03/2017
		191934010-1	Parcel B Garage Study	11/30/2016	1,702.50	62245	01/03/2017
Total 3913:					2,165.00		
3439	KPFF Consulting Engineer	85366	Concrete Spalling Investiga	12/05/2016	230.00	62246	01/03/2017
Total 3439:					230.00		
3819	Level 3 Communications L	50054151	Internet & Data	12/17/2016	669.61	62263	01/09/2017
Total 3819:					669.61		
3950	McAlvain Construction Inc.	115013-14	Grove Construction	11/30/2016	246,367.01	10283	01/05/2017
		115013-15	Grove Construction	12/31/2016	16,810.16	10302	01/30/2017
Total 3950:					263,177.17		
3615	Modus Architecture	5166	EV Charging Stations and	12/08/2016	1,187.50	10284	01/05/2017
		5167	EV Charging Stations and	12/14/2016	1,500.00	10284	01/05/2017
Total 3615:					2,687.50		
3833	Musgrove Engineering P.A.	16-198D	Power Line Relocation - T	12/28/2016	846.48	10294	01/10/2017
Total 3833:					846.48		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
2774	Pro Care Landscape Mana	11681	Snow removal on 8th Stree	12/31/2016	326.00	62264	01/09/2017
		11682	10th & Front Garage	12/31/2016	84.00	62264	01/09/2017
Total 2774:					410.00		
3896	Rim View LLC	JANUARY 20	Monthly Rent and NNN - Tr	01/01/2017	12,085.02	62247	01/03/2017
Total 3896:					12,085.02		
2888	Roper Investments	DEC2016	Capitol Terrace Condo billi	12/31/2016	6,267.36	62283	01/27/2017
Total 2888:					6,267.36		
3540	Russ McCrea Builders	016043	Sheetrock/Tape/Mud @ Tr	12/19/2016	325.00	62265	01/09/2017
Total 3540:					325.00		
3979	Sam Schwartz Engineering	67283	Front & Myrtle Couplet Alte	11/25/2016	32,469.12	10285	01/05/2017
		67417	Front & Myrtle Couplet Alte	12/31/2016	21,679.78	10303	01/30/2017
Total 3979:					54,148.90		
3542	Security LLC - Plaza 121	JANUARY 20	Office rent - January 2017	01/01/2017	10,219.30	62248	01/03/2017
Total 3542:					10,219.30		
3749	Service Experts	300032	Server Room AC Repair	01/11/2017	195.75	62284	01/27/2017
Total 3749:					195.75		
3988	Shift Strategies	815-1216	CCDC Team Action Planni	11/30/2016	4,000.00	62249	01/03/2017
Total 3988:					4,000.00		
3494	Shred-It Boise	8121291506	Document Shredding & Pic	11/30/2016	92.66	62250	01/03/2017
Total 3494:					92.66		
3974	Stability Networks Inc.	23725	New Server & Setup	12/12/2016	5,000.00	10286	01/05/2017
		23754	Complete Care Network Su	12/16/2016	1,436.58	10295	01/10/2017
		23782	Complete Care Network Su	12/31/2016	1,800.00	10304	01/30/2017
		23782	App River SecureTide	12/31/2016	70.00	10304	01/30/2017
		23886	Azure Cloud Backup	01/16/2017	420.00	10304	01/30/2017
Total 3974:					8,726.58		
3815	Synoptek LLC	242525	DPPS Website Design - Ph	11/30/2016	403.75	62251	01/03/2017
		242880	DPPS Website Design - Ph	12/31/2016	4,228.75	62285	01/27/2017
Total 3815:					4,632.50		
3907	Total System Services	104273	HVAC Agreement @ Trailh	12/27/2016	99.56	62286	01/27/2017
Total 3907:					99.56		
3923	Trailhead	1174	Idaho Power - 12/19/16 Sta	11/30/2016	242.31	62266	01/09/2017
		1179	Boise City -12/01/16 State	12/31/2016	106.90	62287	01/27/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		1179	Intermountain Gas -12/30/1	12/31/2016	286.07	62287	01/27/2017
		1179	Idaho Power - 01/03/17 Sta	12/31/2016	247.50	62287	01/27/2017
Total 3923:					882.78		
3170	Treasure Valley Coffee Inc.	04023653	Coffee	12/20/2016	68.60	10296	01/10/2017
		04750661	Water & Cooler Rental	12/13/2016	75.00	10287	01/05/2017
		04809223	Coffee & tea	12/12/2016	137.55	10287	01/05/2017
		04821579	Coffee	12/07/2016	63.45	10287	01/05/2017
		04832464	Water & Cooler Rental	01/10/2017	75.00	10305	01/30/2017
		04852275	Coffee	01/09/2017	63.45	10305	01/30/2017
Total 3170:					483.05		
3197	Tri-State Electric Inc.	1365*1	CCDC Garage Sign & Horn	01/03/2017	12,680.00	10306	01/30/2017
Total 3197:					12,680.00		
3233	United Heritage	02014-001 J	ST & LT Dissability & Life I	01/01/2017	1,265.64	62267	01/09/2017
Total 3233:					1,265.64		
3835	US Bank - Credit Cards	01.25.2017	LW - FaceBook Grove Bric	01/25/2017	56.49	10308	01/30/2017
		01.25.2017	LW - FaceBook Grove Bric	01/25/2017	36.34	10308	01/30/2017
		01.25.2017	LW - This is Boise Grove B	01/25/2017	1,550.00	10308	01/30/2017
		01.25.2017	JB - Parking Parking	01/25/2017	15.00	10308	01/30/2017
		01.25.2017	JB - LinkedIn Premium Me	01/25/2017	29.99	10308	01/30/2017
		01.25.2017	JC - Authorize.net Gatewa	01/25/2017	25.00	10308	01/30/2017
		01.25.2017	KM - Esmart Q4 Payroll	01/25/2017	4.95	10308	01/30/2017
		01.25.2017	KM - Esmart 1099's	01/25/2017	150.40	10308	01/30/2017
		01.25.2017	KW - Ed 2 Go Writing Clas	01/25/2017	124.00	10308	01/30/2017
		01.25.2017	LW - Albertson Kitchen	01/25/2017	12.69	10308	01/30/2017
		01.25.2017	LW - USPS Postage	01/25/2017	50.87	10308	01/30/2017
		01.25.2017	LW - State of Idaho Notary	01/25/2017	31.00	10308	01/30/2017
		01.25.2017	LW - GoDaddy Domain Na	01/25/2017	25.16	10308	01/30/2017
		01.25.2017	MC - Fork Parking Brandin	01/25/2017	43.94	10308	01/30/2017
		01.25.2017	ME - ACHD Bike Rack Per	01/25/2017	100.00	10308	01/30/2017
		01.25.2017	RB - Assoc. ID Cities Annu	01/25/2017	400.00	10308	01/30/2017
		01.25.2017	SJ - Office Depot Return	01/25/2017	44.11-	10308	01/30/2017
		01.25.2017	SJ - Gifftree Don S. Flower	01/25/2017	75.90	10308	01/30/2017
		01.25.2017	SJ - MSD Exec. Comm. Lu	01/25/2017	46.94	10308	01/30/2017
		01.25.2017	SJ - Office Depot Office	01/25/2017	13.77	10308	01/30/2017
		01.25.2017	SJ - Office Depot Office	01/25/2017	58.28	10308	01/30/2017
		01.25.2017	SJ - Fred-Meyer Kitchen	01/25/2017	11.10	10308	01/30/2017
		01.25.2017	SJ - Office Depot Office	01/25/2017	23.20	10308	01/30/2017
		01.25.2017	SJ - MSD Board Lunches	01/25/2017	50.40	10308	01/30/2017
		01.25.2017	SJ - Amazon Office	01/25/2017	13.98	10308	01/30/2017
		01.25.2017	SJ - Office Depot Office	01/25/2017	33.25	10308	01/30/2017
		01.25.2017	SJ - Office Depot Office	01/25/2017	77.76	10308	01/30/2017
		01.25.2017	SJ - Trader Joes Kitchen	01/25/2017	11.10	10308	01/30/2017
		01.25.2017	SJ - Amazon Office	01/25/2017	10.14	10308	01/30/2017
		01.25.2017	SJ - Amazon Kitchen	01/25/2017	8.76	10308	01/30/2017
		01.25.2017	SJ - Office Depot Office	01/25/2017	35.62	10308	01/30/2017
		01.25.2017	SJ - Flowers At Will Ross	01/25/2017	89.50	10308	01/30/2017
		01.25.2017	SR - PMI Testing	01/25/2017	405.00	10308	01/30/2017
		01.25.2017	SR - PMI Testing	01/25/2017	139.00	10308	01/30/2017
		12.26.16	LW - Facebook Grove Bric	12/26/2016	29.95	10300	01/25/2017

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		12.26.16	LW - Grove Plaza Bricks G	12/26/2016	120.00	10300	01/25/2017
		12.26.16	JB - linkedin.com Premium	12/26/2016	29.99	10300	01/25/2017
		12.26.16	JC - ISCPA CE Credits	12/26/2016	248.00	10300	01/25/2017
		12.26.16	JC - Authorize.net Gatewa	12/26/2016	75.67	10300	01/25/2017
		12.26.16	JC - GFOA Membership	12/26/2016	150.00	10300	01/25/2017
		12.26.16	JC - Wal-Mart Company P	12/26/2016	16.11	10300	01/25/2017
		12.26.16	LW - GoDaddy Domain Na	12/26/2016	225.28	10300	01/25/2017
		12.26.16	LW - Rite Aid Office	12/26/2016	13.24	10300	01/25/2017
		12.26.16	LW - US Green Build Mem	12/26/2016	199.00	10300	01/25/2017
		12.26.16	LW - GURU Donuts Mary	12/26/2016	38.22	10300	01/25/2017
		12.26.16	ME - ULI Local Event	12/26/2016	30.00	10300	01/25/2017
		12.26.16	MW - State of Idaho Licen	12/26/2016	455.00	10300	01/25/2017
		12.26.16	MW - Idaho State Bar Semi	12/26/2016	35.00	10300	01/25/2017
		12.26.16	RB - Hilton GFOA Austion	12/26/2016	830.31	10300	01/25/2017
		12.26.16	SJ - Trader Joes Kitchen	12/26/2016	6.33	10300	01/25/2017
		12.26.16	SJ - Trader Joes Max Bday	12/26/2016	22.23	10300	01/25/2017
		12.26.16	SJ - MSD Board Lunches	12/26/2016	81.90	10300	01/25/2017
		12.26.16	SJ - Amazon Kitchen	12/26/2016	25.38	10300	01/25/2017
		12.26.16	SJ - Office Depot Office	12/26/2016	34.97	10300	01/25/2017
		12.26.16	SJ - Office Depot Office	12/26/2016	147.67	10300	01/25/2017
		12.26.16	SJ - Fred Meyer Company	12/26/2016	44.68	10300	01/25/2017
		12.26.16	SJ - Amazon Office	12/26/2016	33.84	10300	01/25/2017
		12.26.16	SJ - Amazon Kitchen	12/26/2016	27.70	10300	01/25/2017
		12.26.16	SJ - Amazon Office	12/26/2016	9.36	10300	01/25/2017
		12.26.16	SJ - Bluebird Exec. Comm.	12/26/2016	34.62	10300	01/25/2017
		12.26.16	SJ - Office Depot Office	12/26/2016	35.80	10300	01/25/2017
		12.26.16	SJ - Office Depot Office	12/26/2016	141.05	10300	01/25/2017
		12.26.16	SJ - USPS Shipping	12/26/2016	6.80	10300	01/25/2017
		12.26.16	SJ - Fred_Meyer Kitchen	12/26/2016	6.89	10300	01/25/2017
		12.26.16	SJ - Amazon Office	12/26/2016	11.29	10300	01/25/2017
		12.26.16	SJ - Amazon Kitchen	12/26/2016	37.16	10300	01/25/2017
		12.26.16	SJ - Amazon Office	12/26/2016	6.46	10300	01/25/2017
		12.26.16	SJ - Amazon Office	12/26/2016	11.11	10300	01/25/2017
		12.26.16	SJ - Amazon Office	12/26/2016	17.99	10300	01/25/2017
		12.26.16	SJ - Blue Sky B Kevin Bda	12/26/2016	24.13	10300	01/25/2017
		12.26.16	SJ - MSD Board Lunches	12/26/2016	88.83	10300	01/25/2017
		12.26.16	SJ - USPS Stamps	12/26/2016	142.75	10300	01/25/2017
		12.26.16	SJ - Wear Boise Company	12/26/2016	10.60	10300	01/25/2017
		12.26.16	SJ - Trader Joes Kathy Bd	12/26/2016	15.87	10300	01/25/2017
		12.26.16	SJ - Wholefoods Company	12/26/2016	633.54	10300	01/25/2017
		12.26.16	SJ - Office Depot Office	12/26/2016	39.61	10300	01/25/2017
		12.26.16	SJ - Office Depot Kitchen	12/26/2016	33.03	10300	01/25/2017
		12.26.16	SJ - Office Depot Office	12/26/2016	41.64	10300	01/25/2017
Total 3835:					7,984.42		
3864	USI Idaho Kibble & Prentic	2012752	D&O Liability Insurance - B	11/11/2016	1,455.00	62252	01/03/2017
Total 3864:					1,455.00		
3841	VoiceText Communications	114436	Conference calls	11/20/2016	41.51	10288	01/05/2017
		115639	Conference calls	12/01/2016	3.91	10297	01/10/2017
		122637	Conference calls	12/11/2016	33.56	10297	01/10/2017
		123857	Conference calls	12/18/2016	31.07	10307	01/30/2017
Total 3841:					110.05		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3365	Westerberg & Associates	193	Legislative Advisement Ser	12/30/2016	2,000.00	10298	01/10/2017
Total 3365:					2,000.00		
3374	Western States Equipment	IN000228557	Bldg 8 generator - Fuel Lin	12/30/2016	224.36	62268	01/09/2017
		IN000228574	Bldg 8 generator inspection	12/30/2016	252.50	62268	01/09/2017
Total 3374:					476.86		
3852	Worrell Communications L	4050	The Grove Brick Program	11/30/2016	1,287.50	10289	01/05/2017
		4050	Strategic Communications	11/30/2016	1,500.00	10289	01/05/2017
Total 3852:					2,787.50		
3990	Xerox Corporation	087348928	Copier Lease - November	11/30/2016	308.57	62269	01/09/2017
		087562026	Copier Lease - December	12/31/2016	562.64	62288	01/27/2017
Total 3990:					871.21		
3419	Zimmer Gunsul Frasca Arc	101885	Broad Street Improvement	12/13/2016	6,509.00	62253	01/03/2017
		102132	Boise IP Development Con	12/31/2016	12,102.50	62289	01/27/2017
Total 3419:					18,611.50		
Grand Totals:					1,293,167.41		

Report Criteria:

Detail report type printed

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

MEETING MINUTES

I. CALL TO ORDER

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

Present were: Commissioner John Hale, Commissioner Dave Bieter, Commissioner Pat Shalz, Commissioner Dana Zuckerman, and Commissioner Stacy Pearson.

Absent Were: Commissioner Maryanne Jordan, Commissioner Ben Quintana, Commissioner Ryan Woodings, and Commissioner Scot Ludwig.

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

II. AGENDA CHANGES/ADDITIONS

There were no changes/additions to the agenda.

III. CONSENT AGENDA

- A. Expenses
 - 1. Approval of Paid Invoice Report – December 2016
- B. Minutes and Reports
 - 1. Approval of Meeting Minutes from December 12, 2016
- C. Other
 - 1. Defer election of Executive Committee officers, appointment of At-Large member, approval of Executive Committee Charge, and designation of Secretary Pro Tempore to February Board Meeting

Matt Parks, Agency Legal Counsel, noted an amendment to the final meeting minutes from December 12, 2016 to reflect that Commissioner Ludwig was not present for the initial roll call when the board entered into Executive Session, but Commissioner Ludwig entered the room at approximately 1:11 p.m.

Commissioner Zuckerman moved to approve the consent Agenda.

Commissioner Shalz seconded the motion.

All said Aye. The motion to approve the Consent Agenda carried 5-0.

IV. ACTION ITEMS

A. CONSIDER: Resolution 1476 Broad Street CM/GC Guaranteed Maximum Price (GMP) No. 3

Karl Woods, CCDC Project Manager, and Mary Watson, CCDC Attorney & Contracts Manager gave a report.

Commissioner Zuckerman moved to approve Resolution 1476 approving and authorizing the execution of Amendment No. 3 to the CM/GC Contract with Guho Corp. for the Broad Street – LIV District Public Infrastructure Improvement Project.

Commissioner Shalz seconded the motion.

All said Aye. The motion carried 5-0.

B. CONSIDER: Resolution No. 1475 First Amendment to the 5th and Idaho Type 4 Agreement

Matt Edmond, CCDC Project Manager, gave a report.

Commissioner Zuckerman moved to adopt Resolution 1475 approving and authorizing staff to finalize and execute of The First Amendment to the Type 4 Public Private Partnership Agreement for the addition of certain public eligible improvements located in the alley right-of-way near the development known as 5th and Idaho Apartments.

Commissioner Shalz seconded the motion.

All said Aye. The motion carried 5-0.

V. INFORMATION/DISCUSSION ITEMS

A. State Street MOU

Matt Edmond, CCDC Project Manager, gave a report.

B. City Hall Renovation Type 4 Agreement

Doug Woodruff, CCDC Project Manager, gave a report.

C. 8th Street Corridor Planning

Karl Woods, CCDC Project Manager; Dwaine Carver, CTY Studio; and Mike Budge, LoCi gave a report.

D. 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 Zuckerman to adjourn the meeting. Commissioner Shalz seconded the motion.

All said Aye. 5-0

The meeting was adjourned at 1:18 p.m.

- - - -

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION
ON THE ____ day of _____, 2017.

John Hale, Chair

Pat Shalz, Secretary



AGENDA BILL

Agenda Subject: MOU Renewal for State Street/Idaho 44 Transit Corridor Implementation Coordination		Date: February 13, 2017
Staff Contact: Matt Edmond	1. Resolution No. 1479	
Action Requested: Adopt Resolution No. 1479 approving the Memorandum of Understanding for State Street/Idaho 44 Transit Corridor Implementation Coordination; authorizing the Executive Director to execute the agreement and any necessary documents to implement the agreement, and authorizing technical corrections to the agreement.		

Compass, Valley Regional Transit, and other partner agencies are in the process of renewing the Memorandum of Understanding (MOU) for the coordination and implementation of the State Street Transit and Traffic Operation Plan (TTOP). CCDC is involved as a party to the MOU because the geographic scope of the TTOP includes parts of the several of CCDC's urban renewal districts. While the vast majority of State Street lies outside of CCDC's urban renewal district boundaries, CCDC is involved in State Street and other regional transit corridor planning and implementation efforts as they generally terminate in downtown Boise where CCDC plays an increasingly important role in mobility and travel demand management.

Fiscal Notes:

This Memorandum of Understanding is non-binding and carries no fiscal obligations for CCDC.

Background

Land use and transportation agencies in the Treasure Valley have been working together for a number of years to develop and improve State Street as an essential high capacity transit corridor into Downtown Boise through transit-supportive development, including transit-oriented development nodes, pedestrian-oriented streetscapes, improved pedestrian and bicycle facilities, and dedicated travel lanes for transit and high occupancy vehicles. The current effort began with the State Street Corridor Strategic Plan Study in 2004, followed by the Downtown Boise Mobility Study in 2005. Following this effort, the State Street Corridor Implementation Agency MOU was executed by Ada County Highway District (ACHD), City of Boise, City of Garden City, and Valley Regional Transit (VRT) in 2006 and was in effect through 2010. The City of Boise has since developed the Transportation Action Plan, which seeks to scale plans for State Street as a transit corridor to three best-in-class transit routes citywide.

With the completion and adoption of the State Street Transit and Traffic Operation Plan (TTOP)—which identifies and prioritizes roadway, transit, and land use improvements on the corridor—in 2011, the parties to the original MOU were joined by Capital City Development Corporation (CCDC), City of Eagle, Community Planning Association of Southwest Idaho (COMPASS), and Idaho Transportation Department (ITD) on a second five-year implementation MOU to be in effect from 2011 through 2016. This second MOU was intended to cover the near-term activities of the State Street TTOP. Under it,

partner agencies accomplished a number of these items, including completion of the Downtown Boise Multi-Model Center, now named “Main Street Station,” and in which CCDC played a major role.

The updated MOU, which will run from 2017 through 2021, is intended to cover near and medium term activities identified in the State Street TTOP. While CCDC’s roles and responsibilities under the previous MOU were fairly substantial due to the need to facilitate the construction of Main Street Station, its roles and responsibilities in the upcoming MOU are more modest, and/or coincident with routine agency activities:

- Support the State Street TTOP process. Responsible for potential creation and/or implementation of urban renewal (redevelopment) plans;
- Assist with Development of the Downtown Multimodal Center (MMC), including providing local matching funds for the federal grant (COMPLETE);
- Responsible for planning and facilitation of activities involving the application of redevelopment tools;
- Collaborate with other agencies to integrate land use with various types of transportation facilities, e.g., structured parking, protected bike lanes, etc.;
- Coordinate development activity and provide assistance subject to the plan provisions and applicable law;
- Coordinate Travel Demand Management (TDM) approaches and education with other agencies.

Staff Recommendation:

Adopt Resolution No. 1479 approving the Memorandum of Understanding for State Street/Idaho 44 Transit Corridor Implementation Coordination.

Suggested Motion:

I move to adopt Resolution No. 1479 approving the Memorandum of Understanding for State Street/Idaho 44 Transit Corridor Implementation Coordination; authorizing the Executive Director to execute the agreement and any necessary documents to implement the agreement, and authorizing technical corrections to the agreement.

RESOLUTION NO. 1479

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 THE MEMORANDUM OF UNDERSTANDING: STATE STREET / IDAHO 44 TRANSIT CORRIDOR IMPLEMENTATION COORDINATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT, SUBJECT TO CERTAIN CONTINGENCIES; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); 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 City, after notice duly published, conducted a public hearing on the Westside Downtown Urban Renewal Plan (the "Westside Plan"), and following said public hearing, the City adopted its Ordinance No. 6108 on December 4, 2001, approving the Westside Plan and making certain findings; and,

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

WHEREAS, the Amended and Restated Urban Renewal Plan, the River Myrtle-Old Boise Plan, the Westside Plan, and the 30th Street Plan are collectively referred to as the "Downtown Urban Renewal Plans"; and,

WHEREAS, the Agency has long recognized the importance and significance of the development of transportation services including alternative transportation modes within the Downtown Urban Renewal Areas as a critical component of revitalization; 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, Agency may enter into cooperative agreements with public bodies to achieve the objectives of an urban renewal plan; and,

WHEREAS, the portions of the Downtown Urban Renewal Plans are located within the boundaries of the State Street/Idaho 44 Corridor; and,

WHEREAS, the Agency has executed a "*Memorandum of Understanding: State Street / Idaho 44 Transit Corridor Implementation Coordination*" with Ada County, the Ada County Highway District, the City of Boise, the City of Eagle, the City of Garden City, the Community Planning Association of Southwest Idaho, the Idaho Transportation Department, and Valley Regional Transit, approved by the Agency Board with the adoption of Resolution No.1252 on April 25, 2011, and effective through 2016, concerning the Agency's participation in implementation and coordination of the State Street Transit Corridor; and,

WHEREAS, the Agency staff have worked in collaboration with representatives from Ada County, the Ada County Highway District, the City of Boise, the City of Eagle, the City of Garden City, the Community Planning Association of Southwest Idaho, the Idaho Transportation Department, and Valley Regional Transit to draft an updated "*Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination*," to be in effect through the year 2021, attached hereto as Exhibit A; and,

WHEREAS, Agency staff recommends approval of the updated MOU; and,

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the *Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination* and 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 *Memorandum of Understanding: State Street/Idaho 44 Transit Corridor Implementation Coordination* (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, be and the same is hereby approved.

Section 3: That the Executive Director of the Agency is 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 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 February 13, 2017, Agency Board meeting.

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

PASSED By the Urban Renewal Agency of Boise City, Idaho, on February 13, 2017.
Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on February 13, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST

By: _____
Secretary

**MEMORANDUM OF UNDERSTANDING
STATE STREET/IDAHO 44 TRANSIT CORRIDOR
IMPLEMENTATION COORDINATION**

**Between
ADA COUNTY
ADA COUNTY HIGHWAY DISTRICT
CAPITAL CITY DEVELOPMENT CORPORATION
CITY OF BOISE
CITY OF EAGLE
CITY OF GARDEN CITY
COMMUNITY PLANNING ASSOCIATION OF SOUTHWEST IDAHO
IDAHO TRANSPORTATION DEPARTMENT
VALLEY REGIONAL TRANSIT**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2017, by and between Ada County, Ada County Highway District (ACHD), Capital City Development Corporation (CCDC), City of Boise, City of Eagle, City of Garden City, Community Planning Association of Southwest Idaho (COMPASS), Idaho Transportation Department (ITD), and Valley Regional Transit (VRT). Collectively, these entities are referred to herein as “Agencies” or individually as “Agency.”

RECITALS

Whereas, the State Street/Idaho 44 Corridor (the “Corridor”) is identified in the 2040 Communities in Motion (CIM) Plan as a regionally significant corridor with a strong transit emphasis; and,

Whereas, the State Street Corridor Strategic Plan Study (the “Study”) was completed in February 2004 and defines short-term and long-term implementation strategies. The original boundaries during the development of the Strategic Plan were 23rd Street on the east to Idaho 55 on the west. The following agencies have acted upon the Study as follows:

- ACHD adopted the Study on February 11, 2004,
- Boise City approved the Study on January 20, 2004,
- Garden City reviewed the Study on February 3, 2004,
- Valley Regional Transit (“VRT”) endorsed the Study on March 17, 2004; and,

Whereas, the Study recommended the State Street Transit Scenario as the preferred solution for future transit, traffic and land use needs; and,

Whereas, the Study also recognized the need for significant changes in land use policies to accommodate development and redevelopment within the Corridor to support higher use transit operations, including Transit Oriented Development (“TOD”); and,

Whereas, development of the State Street Corridor as set forth in the State Street Transit Scenario will occur in phases; and,

Whereas, twelve (12) TOD sites were identified in the 2010 TOD Site Selection and Prioritization report, a component of the 2011 State Street Transit and Traffic Operational Plan (TTOP); and,

Whereas, the original State Street Corridor Implementation Agency MOU (the “Original MOU”) was executed in January 2006 by the following:

- Ada County Commission Chairman,
- ACHD Commission President,
- City of Boise Mayor,
- Garden City Mayor,
- VRT Board Chairman; and,

Whereas, in 2009 the boundaries of the State Street Implementation Project (“State Street Project”) were extended, with the Downtown Boise Multi-Modal Center (“MMC”) becoming the eastern terminus and State Highway 16 the western terminus; and,

Whereas, the revised 2009 boundaries include the Downtown Boise MMC, Main Street Station, a portion of the State Street Transit Corridor Project within the Westside Downtown Urban Renewal Plan Project Area, and the 30th Street Urban Renewal District; and,

Whereas, VRT and the Capital City Development Corporation (“CCDC”) had a Memorandum of Understanding defining their roles and responsibilities relative to the development of the MMC, including the use of CCDC funds as a match for the federal grant for the MMC; and the MMC has now been successfully completed,

Whereas, the Agencies support the application of high-capacity transit as determined by adopted existing and future plans, and realize that it cannot be achieved without close cooperation by all the Agencies working together; and,

Whereas, the original MOU expired in December 2010 and the current MOU expires on December 31, 2016; and

Whereas, the following significant accomplishments have been made pursuant to the Original MOU:

- Signed inter-agency cooperation to fund and participate in activities defined in the Original MOU;
- Completed Transit Oriented Development Policy Guidelines;
- Completed initial Market Strategy;
- Established initial corridor alignment and right-of-way needs, (from Glenwood Street east to 23rd Street,) to accommodate the combination of vehicular traffic and a high-capacity transit system (pending);
- Completed the Downtown Boise Multi-Model Center (DMMC), named “Main Street Station”, in 2016 at the 8th Street and Main Street intersection;
- Completed and adopted the 2011 Transit and Traffic Operational Plan (TTOP) Project;
- Constructed interim pedestrian facilities from Glenwood to Veterans Memorial Parkway, including an additional pedestrian opportunity at State St and Arthur St.;
- Implemented intelligent transportation system (ITS) and transit signal priority (TSP) projects along the length of the corridor,
- Completed valleyconnect, the vision of a comprehensive alternative transportation system for the region; and,

Whereas, the TTOP was adopted by the following MOU partners;

- Ada County Highway District, (August 24, 2011)
- Capital City Development Corporation, (April 25, 2011)
- City of Boise, (April 16, 2013)
- City of Eagle, (June 28, 2011)
- City of Garden City (January 23, 2012)
- Valley Regional Transit (May 18, 2012); and,

Whereas, the State Street Program and Finance Plan (Finance Plan) was completed in 2012; and,

Whereas, the Finance Plan lists the near, medium and long term State Street projects required to implement TTOP, and the lead agency for each project; and,

Whereas, in October, 2016 the Federal Transit Administration awarded Valley Regional Transit and the State Street partners a \$279,000 grant to conduct Transit Oriented Development Planning on the corridor; and,

Whereas, the Agencies now desire to enter into this MOU to focus on respective Agency actions that need to occur in the next five (5) years in order to support the long-term vision of the Corridor; and,

Whereas, it is the primary purpose of this document to ensure that the Agencies which are parties to this MOU continue their cooperation and collaborative efforts in support of the long-range transit vision of the Corridor. The parties hereto specifically acknowledge that this MOU is not an Interagency Agreement and does not create a separate governmental entity or obligate the parties hereto to commit to funding expenditures; and,

Whereas, the parties hereto recognize and agree that the activities contemplated herein are subject to any applicable federal, state or local law; and,

Whereas, that by entering into this MOU, the parties hereto acknowledge and agree that they are not delegating or otherwise impairing their statutory authority, including the authority to enact rules, regulations or ordinances regulating land use, highways and the general safety and welfare within their jurisdictional borders; and,

Whereas, the Agencies will continue to involve other agencies and stakeholder groups interested in participating in the implementation process of the State Street Implementation Project.

NOW THEREFORE, the signing Agencies, in consideration of the foregoing and the terms and conditions set forth below, agree as follows:

1. FINANCIAL COMMITMENTS; PURPOSE AND TERM; DEFINITIONS.

A. This MOU does not require the signing Agencies to make any financial commitments or appropriations of specific funds. The parties to this MOU agree that failure of any party to appropriate or otherwise commit to fund any of the activities described herein will not be deemed a violation of this MOU, and no party shall have any legal recourse against another party's failure to make such financial commitments or expenditures.

B. The purpose of this MOU is to set forth the planning activities for the Corridor, and to delineate the responsibilities and specific assignments between each of the signing

Agencies regarding the continued planning and initial implementation of Corridor improvements.

C. The term of this MOU shall be five (5) years, and will begin on January 1, 2017 and expire December 31, 2021.

D. Capitalized terms used herein shall have the meaning ascribed to them in Attachment 1.

2. ACTIVITY DESCRIPTIONS.

The following activities are expected to be completed during the five-year period of this MOU. The project descriptions below are considered to be a summary of and a preliminary description of each identified project. When funding for each project is identified, a detailed project plan will be developed as a recommendation to guide the implementation.

A. Implement TTOP Near-and Medium Term Plans

TTOP includes an Implementation Plan which defines logical time periods when roadway, transit, and land use improvements are needed based on future conditions in the Corridor. The near-medium term recommendations for the TTOP implementation encompass the following areas:

- Financial implementation strategy by project
- Enhanced transit service
- Technology (ITS) solutions (both traffic and transit oriented)
- Park & Ride study (a component of a regional study)
- Roadway, bicycle, and pedestrian improvements
- Intersection improvements
- Master plans, area plans and zoning ordinances to support land use changes
- TOD Planning
- TOD Implementation
- Planning for HOV/transit lane(s) implementation from 23rd Street to Glenwood Street
- Expand HOV/transit lane(s) implementation from Glenwood Street to State Highway 16

B. Prepare major components of the Corridor Wide Master Plan by conducting and completing the FTA funded State Street Transit Oriented Development Design and Implementation Planning Project (November, 2016 – November, 2018)

In Fall of 2016, The Federal Transit Administration awarded VRT and State Street partners a \$279,000 grant (\$404,000 total project cost) to develop and recommend incentives to encourage a mix of land uses and densities in order to stimulate and sustain a high capacity Bus Rapid Transit Line on the corridor, and produce 30% design plans for four high-priority TOD sites.. Project deliverables include:

- Existing conditions report
- Housing needs analysis
- Updated 2007 Market Strategy and TOD Report
- Connectivity Analysis between neighborhoods and TOD sites and Infrastructure Cost Estimates
- Public Involvement Activities
- Design workshops at four TOD sites
- Concept Designs for each TOD site
- Recommendations for transit supportive land uses and concepts between nodes
- Recommendations for TOD incentives and changes to Zoning Ordinances
- Recommended Policy Changes to Comprehensive Plans of land use agencies
- Interim and Final Reports

C. Complete Components of the Corridor-Wide Master Plan, not covered by the FTA grant (Section B)

The purpose of the Master Plan is to define an integrated approach to land use and transportation on the State Street Corridor, with recommended design standards to achieve the Corridor Transit Vision. The Master Plan is designed to meet new requirements of the federal government to strengthen the connection between land use, housing and transportation decisions and to promote sustainable development.

To complete the Corridor Wide Master plan, the following deliverables are required:

Identify development opportunities and necessary public investments at each TOD location;

- Develop corridor design principles to detail the look and feel of the corridor (medians, landscaping, TOD relationship to the roadway, etc.);
- Partner agencies adopt developed design principles for the corridor.
- Partner land use agencies adopt zoning code changes within Section B deliverables to accommodate and encourage TODs;

D. Evaluate and Implement Existing Access Management Policies

The viability of State Street to function as a high-volume corridor in the future depends largely on the efficiency of the street itself. The number and design of access points along the Corridor will affect its carrying capacity, safety of pedestrians, motor vehicles, and other travelers, in addition to congestion, intersection density and travel times. An application of appropriate access management policies for the Corridor, and at the TOD sites, is essential.

Initial activities to accomplish this task include taking inventories of existing policies and ordinances, as well as the location and description of existing and approved access points. Examples of supporting documents currently under review include the Idaho 44 Access Management Plan (from Ballantyne Road to I-84) and ACHD policies – Section 7200 (from Glenwood Street to 23rd Street). Review of successful access management policies and practices at existing TOD locations, with a comparison to current Corridor policies, will be conducted to help formulate strategies and steps necessary for affected jurisdictions.

E. State Street/Idaho 44 Long-Term Public Transportation Investments

Public transportation investments in the Corridor should be significant to achieve the vision of a truly integrated transportation system. A comprehensive and integrated approach to the transportation system will assure successful and effective phasing of the planned improvements over the course of the MOU and beyond.

The following activities should be completed to assure the objectives of the Corridor's strategic vision are achieved:

- Implement VRT valleyconnect plan (2011)

- Complete VRT valleyconnect plan 2.0 defining near-term investments needed to maintain existing services and short-term investments required to achieve the CIM vision. (2017)
- Complete a regional high capacity transit systems plan (of which the Corridor is one component), to confirm and prioritize the development of the regional premium (high capacity) transportation services and corridors for the 2040 Communities in Motion and subsequent long-range plans developed and maintained by COMPASS;
- Develop a strategic plan for scheduling, funding and completing the necessary federal requirements including a transit alternative analysis to secure federal funding needed to leverage local investments in development of premium public transportation services in the Corridor;
- Secure a stable and on-going funding source for public transportation capital investments and for the maintenance and operations of public transportation improvements in the Corridor.

F. Conduct Important Supportive Activities

In addition to the key MOU activities listed above, several supportive activities are recommended to enable and facilitate the success of the MOU. These include:

- Dedicated, structured coordination and networking among the Agencies;
 - Integrating appropriate results from completed, ongoing, and future studies, such as:
 - Idaho HY 16 Environmental Analysis (North of SH 44 to Emmett, approved August 11, 2004)
 - Idaho HY 16 Environmental Impact Study (I-84 to SH 44, approved March 4, 2014)
 - Idaho 44 Corridor Preservation Study in progress (Anticipated approval date 2017) (ITD)
 - Idaho 55 Corridor Study in progress (Anticipated approval date end of calendar year 2016) (ACHD, ITD)
- Researching and documenting recent national experience to help guide future activities;
- Identifying, seeking, and securing funding (from all possible sources);

- Conducting a continuing education campaign – to include building an “identity” for the Corridor, staff education, general transit system exposure, description of premium transit service, engaging schools from third grade on, engaging environmental protection agencies, and focused efforts with developers and realtors.

AGENCY ROLES AND RESPONSIBILITIES. Each party to this MOU has a lead role and specific responsibilities, as generally described in the table below. Each party to this MOU agrees to use its best efforts to contribute its support to the activities described in Article 2 herein within the limits of available funds and resources. Specific assignments will be determined when each activity is funded and a work plan is prepared.

Agency	Lead Role	Responsible For
Ada County	Land use and zoning (within unincorporated areas outside of adopted areas of city impact) Zoning (in unincorporated Ada County within adopted areas of city impact)	<ul style="list-style-type: none"> • Establish land use and zoning changes in unincorporated Ada County, outside of adopted areas of city impact • Implement applicable city comprehensive plans for land in unincorporated Ada County, within adopted areas of city impact • Coordinate demand management approaches and education with other agencies • Public involvement, including outreach to neighborhoods and businesses • Support planning process
ACHD	Roadway, bike and pedestrian improvements (N. Glenwood St. east to Boise Downtown Multimodal Center)	<ul style="list-style-type: none"> • Planning, design and construction of roadway improvements • Working with other agencies, integrate roadway design and transit-enhancing features with adjacent land uses and adopted design standards • Right-of-way determination and acquisition • Public involvement process for roadway improvements • Signal systems and system operation including signal priority for transit and access issues • Access management policies and implementation • Manage existing park and ride facilities • Primary contact with businesses adjacent to the roadway • Coordinate demand management approaches and education with other agencies
Capital City Development Corporation	City of Boise’s Urban Renewal Agency	<ul style="list-style-type: none"> • Support the State Street TTOP process. Responsible for potential creation and/or implementation of urban renewal (redevelopment) plans • Assist with Development of the Downtown Multimodal Center (MMC), including providing local matching funds for the federal grant.

		<ul style="list-style-type: none"> • Responsible for planning and facilitation of activities involving the application of redevelopment tools • Collaborate with other agencies to integrate land use with various types of transportation facilities, e.g., structured parking, etc. • Coordinate development activity and provide assistance subject to the plan provisions and applicable law • Coordinate Travel Demand Management (TDM) approaches and education with other agencies
City of Boise	<p>Land use and zoning within City of Boise city limits</p> <p>Land use (within City of Boise adopted area of city impact)city limits</p>	<ul style="list-style-type: none"> • Leadership in land use issues • Concentrated planning at TOD sites and implementation of the TOD concept design • Establish land use and zoning changes within Boise City • Review development applications within the City's Area of Impact • Public involvement, including outreach to neighborhoods and businesses • Coordinate Travel Demand Management (TDM) approaches and education with other agencies • Provide match for the FTA State Street Corridor Transit Oriented Development Design and Implementation Plan grant
City of Eagle	<p>Land use and zoning within City of Eagle city limits.</p> <p>Land use within City of Eagle adopted area of city impact</p>	<ul style="list-style-type: none"> • Establish land use and zoning changes within City of Eagle jurisdiction • Concentrated planning at TOD sites and implementation of the TOD concept design • Review development applications within the City's Area of Impact • Public involvement, including outreach to neighborhoods and businesses • Participate in planning process • Coordinate Travel Demand Management (TDM) approaches and education with other agencies
City of Garden City	<p>Land use and zoning within City of Garden City city limits</p> <p>Land Use within Garden City adopted area of city impact</p>	<ul style="list-style-type: none"> • Establish land use and zoning changes within Garden City jurisdiction • Concentrated planning at TOD sites and implementation of the TOD concept design • Review development applications within the City's Area of Impact • Public involvement, including outreach to neighborhoods and businesses • Support planning process • Coordinate Travel Demand Management (TDM) approaches and education with other agencies
COMPASS	Regional transportation planning agency	<ul style="list-style-type: none"> • Develop and maintain the regional long range transportation plan

		<ul style="list-style-type: none"> • Provide leadership to regional collaboration and planning issues • Research and recommend best practices for successful high capacity transit and TODs • Responsible for consultant management of the FTA State Street Corridor Transit Oriented Development Design and Implementation Plan grant • Project management and agency coordination, where appropriate
Idaho Transportation Department	Roadway improvements (Idaho 16 east N. Glenwood St.	<ul style="list-style-type: none"> • Planning, design and construction of roadway improvements • Working with other agencies, integrate adopted design standards, and transit-enhancing features with adjacent land uses • Right-of-way determination and acquisition • Access management policies and implementation • Public involvement process for roadway improvements
VRT	Transit improvements	<ul style="list-style-type: none"> • Lead transit operations planning and implementation • Coordination of siting of park and ride facilities with transit stops (and with other agencies) • Coordinate Travel Demand Management (TDM) approaches and education with other agencies • Lead transit education and marketing efforts • Provide management of the FTA State Street Corridor Transit Oriented Development Design and Implementation Plan grant

3. FISCAL RESPONSIBILITIES.

Several of the MOU activities described herein are not yet budgeted and will require annual appropriation by one or more parties to this MOU. Subject to Article 1(A) herein, it is anticipated that each party to this MOU will use its best efforts to take advantage of funding opportunities and pursue funding to execute the activities referenced in this MOU.

In order to facilitate multi-year projects and provide for funding priority, each Agency will support the execution of the MOU activities described herein to the best of their abilities. Funding allocations will consider the MOU schedule illustrated below.

The Corridor is integrated into the region's 2040 Long Range Transportation Plan ("Communities in Motion") and local Comprehensive Plans. The parties agree to apply for funds in the appropriate Capital Improvement Plan, Regional Transportation Improvement Plan ("TIP"), and other outside funding in an effort to obtain the necessary funding to execute the projects on or before the MOU schedule. Interagency agreements will be considered, as appropriate, to support the implementation of future projects.

In addition to securing project funding, the parties agree to use their best efforts to dedicate

the necessary staff resources to implement the specific assignments as provided herein.

4. SCHEDULE.

Attachment 2 provides a preliminary schedule of proposed project activities.

5. PROCEDURES AND IMPLEMENTATION OF THIS MOU.

All parties to this MOU agree that the following activities are essential to the success of the State Street Project implementation and will participate in the execution of these activities:

- A. **Program Coordination.** The Agencies acknowledge that program coordination is needed to ensure the Agencies are working closely together to achieve common project goals and objectives. COMPASS has allocated staff time in the FY 2017 Unified Planning Work Program to provide project management and other interagency coordination and implementation.
- B. **Periodic Meetings.** The Agencies will continue to participate in the State Street Steering Committee to meet once a year or more frequently if needed.
- C. **Annual Status Report.** An annual MOU status report shall be prepared by the Program Coordinator that describes the accomplishments achieved between reports. These reports shall be made available to policy makers of all parties to this MOU as part of regular updates given by COMPASS staff.
- D. **Coordination with Other Studies.** The Agencies will continue to coordinate with to implement ongoing and future studies, including but not limited to the State Street Right of Way and Alignment Study, the Land Use Master Plan, and a Financial Implementation Strategy by Project. It is anticipated that this coordination will both make adjustments to the direction of the Corridor implementation and have an impact on the other studies to better incorporate the goals and objectives of the State Street Corridor Program.
- E. **Initial Steps Following Execution of this MOU.** The Agencies agree to immediately begin the following initial activities upon signing the MOU:
 - 1. Begin to pursue funding for the assigned projects and program these projects in the annual Transportation Improvement Program and in the participating Agency's annual budgets as feasible.
 - 2. Prepare detailed work plans, with full participation from appropriate agencies, to support the activities described within and coordinate timing and implementation of specific activities.

End of Agreement – Signatures Appear on Following Page

WHEREFORE, the Parties have hereunto fixed their signatures as indicated below.

Jim Tibbs
Chairman
Board of Ada County Commissioners

Date: _____

Kent Goldthorpe
President
Ada County Highway District

Date: _____

John Brunelle
Executive Director
Capital City Development Corporation

Date: _____

David H. Bieter
Mayor
City of Boise

Date: _____

John Evans
Mayor
City of Garden City

Date: _____

Stan Ridgeway
Mayor
City of Eagle

Date: _____

Matthew J. Stoll
Executive Director
COMPASS

Date:_____

Amy Revis
District 3 Engineer
Idaho Transportation Department

Date:_____

Kelli Badesheim
Executive Director
Valley Regional Transit

Date:_____

Attachment 1: DEFINITIONS.

The following words and phrases when used in this MOU shall have the meanings respectively given herein.

“State Street/Idaho 44 Corridor” (sometimes referred to herein as the (**“Corridor”**)) defines the portion of State Street from Idaho 16 east to Boise Downtown Mobility Center – with the State Street Corridor west of Glenwood Boulevard to Idaho 16 being designated Idaho 44.

“State Street Corridor Master Plan” refers to an effort to provide a comprehensive framework for understanding, designing, and implementing land use details, including concentrated, mixed-use development, associated with planned transit improvements in the State Street Corridor.

“State Street Project” for purposes of this MOU shall mean a coordinated effort by the Agencies to implement various steps to transform State Street/Idaho 44 Corridor into an integrated high capacity transit corridor. This integration requires the implementation of land use policies, roadway and multi-modal improvements, and significant enhancements to the transit system.

“State Street Corridor Strategic Plan Study” (referred to herein as the (**“Study”**)) refers to the Study sponsored by ACHD and Boise City, and prepared by Meyer, Mohaddes Associates, dated February 2004, that defines State Street’s future vision as a transit corridor.

“State Street Transit and Traffic Operational Plan” (TTOP), describes the components to achieve an integrated corridor concept which incorporates multimodal infrastructure, a high-capacity transit system, and transit oriented development. TTOP was adopted by ACHD by Resolution on August 24, 2011, accepted by the City of Boise by Resolution on June 28, 2011, and accepted by City of Eagle on 28, 2011. The City of Garden City adopted the concept of TTOP as a guideline for implementation of transit on the corridor on January 23, 2012. Valley Regional Transit adopted TTOP on May 18, 2012

“State Street Corridor Transit Alternative Analysis” refers to a planned future project that will determine the long-term transit solution in the corridor. This project will evaluate various alternate transit systems. Key outcomes of the alternative analysis will include:

- Determining long term transit operations
- Establishing a final transit termini and routing
- Prepare the region to apply for federal funding to begin implementation

“Communities in Motion” is the six county regional long range transportation plan adopted by the COMPASS Board on August 17, 2006. The 2035 update to CIM was adopted by the COMPASS Board on September 20, 2010. The 2040 update to CIM as adopted by the COMPASS Board in July 21, 2014.

“Transportation Improvement Program” (**“TIP”**) is the regionally approved and fiscally constrained 5-year Program listing transportation projects programmed for the Treasure

Valley region. The TIP identifies the Agency responsible for funding the approved projects, with associated funding by year. Potential future projects that are unfunded or scheduled are identified in a category called “Preliminary Development.”

“**Transit Oriented Development (“TOD”) Policy Guidelines**” refers to the April 2008 document that defines the following eight principles to guide future transit oriented development in the Corridor:

1. Ensure land uses are transit supportive and sensitive to local communities

Purpose: Ensure State Street corridor-wide land uses encourage high frequency transit use, provide for development nodes that offer a wide range of choices, address local community needs and identity, are appropriate for their specific location, and are focused on market realities.

2. Increase density within the corridor and at specific nodes

Purpose: Increase densities surrounding node developments within the State Street corridor. The densities must support high frequency transit services and provide a base for a variety of residential, employment, retail, and local services/amenities that support future (re)development.

3. Define each node to be a “place” responsive to market needs with a unique design and suitable mix of uses

Purpose: Each development node should be unique to the community, the market, and the environment and be attractively designed to support an attractive integrated mixed-use hub of activity.

4. Incorporate pedestrian- and bicycle-oriented design features

Purpose: Prioritize convenient, comfortable, direct, and safe pedestrian linkages to and from development nodes to support a walkable area and promote the use of transit. Pedestrian routes and travel are paramount and the highest priority for a successful TOD.

5. Manage parking, bus and vehicular traffic at nodes

Purpose: Provide transit, bus and private automobile facilities that accommodate circulation and parking needs, while maintaining a comfortable pedestrian environment.

6. Optimize corridor traffic/transit operations to function efficiently and safely

Purpose: Prepare and implement State Street corridor operations plans that balance vehicular traffic with optimized high capacity public transportation service using appropriate technology to promote efficient and safe travel within the regional and local

areas.

7. Maintain a robust outreach and education program

Purpose: Initiate a focused outreach and education program with key stakeholders, decision makers, developers, and neighborhood associations, and other active groups to improve understanding and increase participation in the realization of these policy objectives for the State Street Corridor.

8. Employ approaches that maximize energy conservation and minimize environmental impacts

Purpose: Encourage wise use of innovative technical advances to conserve resources, provide incentives for energy efficient development and redevelopment, and reduce unnecessary consumption of energy and other limited resources currently and in the future.

“**State Street Corridor Market Strategy**” refers to a May 2007 market study that provided a high level analysis of the potential future market for residential housing, retail, and employment in the corridor. The study concluded that apartments and townhouses are likely types of higher density housing, transit oriented development will likely be focused in nodes, new development can have a significant impact on retail growth, and employment emphasis will likely be at the west end of the Corridor – with limited expansion within the Corridor and at the development nodes.

“**Right-of-Way and Alignment Study**” refers to a project that has preliminarily defined the alignment of the 120 foot cross section needed to implement the Corridor, and the extent and location of the right-of-way required to achieve the complete cross section from 23rd Street west to Glenwood Street. While not formally adopted, this information will be used to preserve the needed right-of-way, assist the land use agencies in making land use and development decisions, and eventually purchase the needed land as part of individual implementation projects.

“**Idaho 44 Corridor Preservation Study**” refers to a project under final review which recommends that right-of-way for Idaho 44, from Ballantyne Road west to the I-84 junction in Canyon County, be purchased for future expansion to a four lane roadway as funding becomes available. Upon approval and adoption, the Idaho 44 Study will become a guiding document for ITD design of this section of the roadway.

“**Transit and Traffic Operational Plan (“TTOP”)**” refers to an ongoing project that is developing:

- a phased implementation plan that defines improvement projects for the roadway, transit systems, and land use;
- a financial strategy to help guide programming of projects and potential sources of funding to support implementation;

- a more comprehensive market analysis that included the potential location of future transit oriented development sites along the corridor;
- Intelligent Transportation Systems (ITS) – roadway and transit – recommended for implementation;
- Preliminary information that will form the basis for a future project to conduct a high capacity transit alternatives analysis (required by the Federal Transit Administration (FTA) for future funding).

“Access Management Policies” refers to existing and new policies that will appropriately apply access management specific to the Corridor consistent with the objective to promote the desired land use and mobility plans for State Street. Implementation will come either through development or implementation of broader capital improvements.

“Access Management” is the systematic control of the location, spacing, design and operation of driveways, median openings, interchanges, and street connections to a roadway.

“Transportation Demand Management (“TDM”) refers to the identification of strategies that result in more efficient use of transportation resources by impacting the traffic demand on the transportation network including strategies such as, but not limited to, improved transit options, incentives for car/van pooling, improved bicycle/walking facilities, employer assistance programs, alternate work schedules, and telecommuting.

“Overlay District/Interim Dual Zone District” defines a designated area with specialized design standards directed toward achieving the desired and planned uses on the State Street Corridor. Design standards ensure compatibility with the existing development and the designated purpose of a district. A **“Dual Zone”** concept provides for two zoning options which may be applied to a particular project.

Attachment 2: SCHEDULE.

Specific project schedules will be prepared following funding allocations and be included in the detailed project plans. The schedules for each project activity identified in Article 2 will reflect the detailed scopes of work, contained in the project plans, at the time funding is available. The preliminary schedule identified below reflects the current understanding of priorities.

State Street Memorandum of Understanding (2016 - 2021) Preliminary Schedule

MOU Activities	Calendar Year					
	2017	2018	2019	2020	2021	
Implement TTOP Near Mid Term Activities - Enhanced transit service - Technology (ITS) solutions - Park n' Ride Study - Other roadway improvements - Enable land use change						
Prepare Corridor -wide Master Plan - Identify development opportunities - Prepare development plans - Prepare corridor design principles - Prepare ped/bike plans						
Evaluate and Implement Access Management Policies - Evaluate Access management policies - Implement policies, as appropriate						
Corridor Alternatives Analysis - Determine long -term transit service - Prepare federal funding request						
Conduct Supportive Activities - Dedicated, focused agency coordination - Research recent nat'l experience - Identify, seek, secure funding - Continue education campaign						



AGENDA BILL

Agenda Subject: Approval of the Amendment to Article 1, Section 1.1 of the Amended and Restated Condo Declaration for Capital Terrace Condominiums		Date: February 13, 2017
Staff Contact Mary Watson, Contracts Manager, Attorney-at-Law	Attachments: <div>1. Resolution #1480</div> <div>2. Amendment to Article 1, Section 1.1 of the Amended and Restated Condo Declaration for Capital Terrace Condominiums</div>	
Action Requested: Adopt Resolution #1480 approving and authorizing the execution of the Amendment to the Capital Terrace Condominium Declaration		

Fiscal Notes:

No financial impact to the Agency.

Background:

The Agency's Capitol Terrace Condominium Project consists of the 6-level Capital & Main (formerly Capitol Terrace) public parking garage and the adjacent two-level retail space that, combined, occupies the western three-quarters of the block bounded by Main Street, Capitol Boulevard, Idaho Street, and 8th Street. As the only two members of the Capitol Terrace Condominium Association, Roper Clothing Company and Agency executed a condominium declaration in 1988 which generally apportioned their obligations fifty-fifty.

The Capitol Terrace Condominium Project gave the Agency a sweetly-located parking garage. Roper Clothing Company developed and thereafter owned/managed the successful retail units. Roper is taking steps now to sell its property – the retail units – and has requested the Agency's assistance in fixing a problem with the current version of the condominium declaration.

In 2008, the Agency, Mr. Roper, and Capitol Terrace Apartment Associates LLC ("Associates"), executed the *Amended and Restated Condominium Declaration for Capitol Terrace Condominiums* in anticipation of Associates' construction of residential units above Mr. Roper's retail units. Despite all the permitting and document creation, the residential units were never constructed. In fact, the manager of Associates, Rental Housing Inc., has been dissolved by Mr. Ken Howell, its Incorporator and Director. As a result, the Agency and Mr. Roper are left with documents that do not correctly define their ownership interests and obligations. Mr. Roper's steps to sell his property have brought this issue to the forefront.

This *Amendment to Article 1, Section 1.1 of the Amended and Restated Condo Declaration for Capital Terrace Condominiums* is an effort by all parties – including Associates and Rental Housing Inc. – to clarify that Mr. Roper is the sole owner of the retail units and the Agency is the sole owner of the parking units, and that neither Associates nor Rental Housing Inc. has any ownership interest in the Capitol Terrace Condominium Project.

Staff Recommendation:

Staff recommends that the Board find it in the best interest of the Agency and the public to adopt Resolution #1480 approving the *Amendment to Article 1, Section 1.1 of the Amended and Restated Condo Declaration for Capital Terrace Condominiums*. The Amendment was prepared by staff in consultation with Mr. Roper and Associates.

Suggested Motion:

I move to adopt Resolution #1480 approving and authorizing the execution of the Amendment to Article 1, Section 1.1 of the Amended and Restated Condo Declaration for Capital Terrace Condominiums.

RESOLUTION NO. 1480

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 AN AMENDMENT TO ARTICLE 1, SECTION 1.1 OF THE AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR CAPITOL TERRACE CONDOMINIUMS; AUTHORIZING AND DIRECTING THE CHAIRMAN AND SECRETARY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act") for the purpose of financing the undertaking of urban renewal projects; 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, in order to facilitate the development of the Capitol Terrace Condominium Project in the Central Urban Renewal District in 1988, the Agency and Roper Clothing Company, as successor in interest to Roper Investment Company ("Roper"), executed that certain Condominium Declaration for Capitol Terrace Condominiums, dated December 17, 1988, and recorded in the records of Ada County, Idaho on February 6, 1989, as Instrument No. 8905431 and executed that certain condominium map entitled Capitol Terrace Condominium recorded in the Ada County Records at Book 56 of Plats at Pages 5172 through 5175 ("Original Plat") as amended by that certain Amendment to Capitol Terrace Condominium recorded in the Ada County Records at Book 60 of Plats at Page 5950; and,

WHEREAS, the Agency, Roper, and Capitol Terrace Apartment Associates LLC, an Idaho limited liability company managed by Rental Housing Inc., an Idaho corporation ("Associates"), executed that certain Amended and Restated Condominium Declaration for Capitol Terrace Condominiums on May 7, 2008, as Instrument No. 108053698 ("Amended and Restated Declaration") in anticipation of construction by Associates of residential units and common areas associated with the residential units within the Capitol Terrace Condominium Project; and,

WHEREAS, the residential units and common areas associated with the residential units were never constructed, and Rental Housing Inc., as manager of Associates, has been dissolved by Mr. Ken Howell, its Incorporator and Director, which Articles of Dissolution were placed on file with the Idaho Secretary of State on January 10, 2014; and,

WHEREAS, the Amended and Restated Declaration defines the ownership interests and obligations pertaining to the Condominium Units, the Common Area, and the Limited Common Area and therefore should accurately state those ownership interests and obligations; and,

WHEREAS, at present, Roper is the sole owner of the Retail Units and the Agency is the sole owner of the Parking Units, and neither Capitol Terrace Apartment Associates LLC nor Rental Housing Inc. has an ownership interest in the Capitol Terrace Condominium Project; and,

WHEREAS, the Agency, Roper, and Associates desire to amend and restate Article 1, Section 1.1 of the Amended and Restated Declaration for the sole purpose of clarifying that Associates is not an owner of the Capitol Terrace Condominiums and is not benefitted or burdened by the Amended and Restated Declaration or any of the documents associated with the Capitol Terrace Condominium Project; and,

WHEREAS, the Agency, Roper, and Associates have jointly prepared the Amendment to Article 1, Section 1.1 of the Amended and Restated Condominium Declaration for Capitol Terrace Condominiums ("Amendment"), attached hereto as Exhibit A and incorporated herein, in order effectuate the change to the Amended and Restated Declaration desired by the parties; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Amendment and to authorize the Chairman and Secretary to execute same.

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

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

Section 2: That the Amendment to Article 1, Section 1.1 of the Amended and Restated Condominium Declaration for Capitol Terrace Condominiums, attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chairman and Secretary of the Agency Board of Commissioners is hereby authorized to execute the Amendment to Article 1, Section 1.1 of the Amended and

Restated Condominium Declaration for Capitol Terrace Condominiums.

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 February 13, 2017.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on February 13, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST:

By: _____
Secretary

**AMENDMENT TO ARTICLE 1, SECTION 1.1. OF
THE AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR
CAPITOL TERRACE CONDOMINIUMS**

This Amendment to Article 1, Section 1.1. of the Amended and Restated Condominium Declaration for Capitol Terrace Condominiums is dated as of this ____ day of January, 2017 and is executed by the Boise Urban Renewal Agency aka Capital City Development Corporation and formerly known as the Boise Redevelopment Agency (“Agency”), Roper Clothing Company, an Idaho corporation (the successor in interest to Roper Investment Company) (“Roper”), Capital Terrace Apartment Associates, LLC, an Idaho limited liability corporation (“Associates”), and Capitol Terrace Condominium Association, Inc., an Idaho corporation (“Association”).

The Agency and Roper have heretofore executed that certain Condominium Declaration for Capitol Terrace Condominiums dated December 17, 1988 and recorded in the records of Ada County, Idaho on February 6, 1989 as Instrument No. 8905431 (“Original Declaration”) and have executed that certain condominium map entitled Capitol Terrace Condominium recorded in the Ada County Records at Book 56 of Plats at Pages 5172 through 5175 (“Original Plat”) as amended by that certain Amendment to Capitol Terrace Condominium recorded in the Ada County Records at Book 60 of Plats at Page 5950. Agency, Associates and Roper executed that certain Amended and Restated Condominium Declaration for Capitol Terrace Condominiums on May 7, 2008 as Instrument No. 108053698 (Amended and Restated Condominium Declaration for Capitol Terrace Condominiums). Agency, Associates and Roper do hereby amend and restate Article 1, Section 1.1 of the Amended and Restated Condominium Declaration for Capitol Terrace Condominiums for the purpose to clarify that Associates is not an owner of the Capitol Terrace Condominiums.

1. Article 1, Section 1.1 is hereby amended to read as follows:

ARTICLE I. Recitals and Certain Definitions.

Section 1.1. **The Declarants; the Real Property.** Boise Redevelopment Agency and Roper Clothing Company (as the successor in interest for Roper Investment Company) as developers of the original project Capitol Terrace Condominiums (together with their successors and assigns, including any person or entity acquiring all but not less than all of the interest of any or all of such entities in the “Real Property” whether by purchase, or pursuant to foreclosure proceedings or otherwise, collectively, the “Declarants”) are the owners of that certain real property located in Ada County, Idaho, described in Exhibit A attached to the Original Declaration (the “Real Property”) which is now legally described as the Capitol Terrace Condominium.

2. Counterparts. This Amendment to Article 1, Section 1.1 of the Amended and

Restated Condominium Declaration for Capitol Terrace Condominiums may be executed in two or more counterparts each of which shall be deemed and original of this Agreement, and which together shall constitute but one and the same instrument.

[SIGNATURES TO FOLLOW]

This Amendment to Article 1, Section 1.1 of the Amended and Restated Condominium Declaration for Capitol Terrace Condominiums is executed on this 16 day of July, 2017.

ROPER CLOTHING COMPANY



By: Jeffrey C. Roper, President

**BOISE REDEVELOPMENT AGENCY AKA
CAPITOL CITY DEVELOPMENT CORPORATION**

By: _____, Chairman

By: _____, Secretary

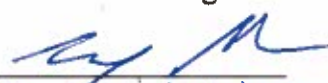
CAPITOL TERRACE APARTMENTS ASSOCIATES, LLC


By: Rental Housing, Inc.
Its: Manager
By: Kenneth Howell
Its: President

COMES NOW the Public Employee Retirement System of Idaho, the holder of a recorded Mortgage encumbering the Retail Units, and does hereby consent and agree to the terms and provision of the foregoing Amendment to Article 1, Section 1.1 of the Amended and Restated Condominium Declaration for Capitol Terrace Condominiums.

PUBLIC EMPLOYEE RETIREMENT SYSTEM OF IDAHO

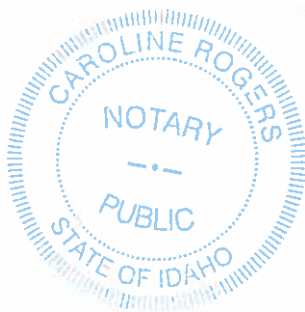
By: D. B. Fitzpatrick & Co., Inc.
Its: Portfolio Manager

By: 
Its: Commercial Mortgage Portfolio Manager

County of Cassia) ss.
~~Ada~~)

On this 16 day of January 2017, before me, Jeffrey C. Roper the undersigned notary public in and for said State, personally appeared Jeffrey C. Roper, known or identified to me to be the President of ROPER CLOTHING COMPANY, the corporation, that executed within and foregoing instrument, and acknowledged to me that he executed the same on behalf of said Roper Clothing Company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Caroline Rogers
Notary Public for Idaho
Residing at Paul ID
My Commission Expires 2-18-2017

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____ 2017, before me, _____ the undersigned notary public in and for said State, personally appeared _____ and _____, known or identified to me to be the Chairman and the Secretary, respectively, of BOISE REDEVELOPMENT AGENCY AKA CAPITAL CITY DEVELOPMENT CORPORATION, the public body, corporate and politic, that executed within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said Boise Redevelopment Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires _____

STATE OF IDAHO)

AMENDMENT TO ARTICLE 1, SECTION 1.1 OF THE AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR CAPITOL TERRACE CONDOMINIUMS-4

County of Ada) ss.
)

On this 19 day of January 2017, before me, Scott Tschirgi, the undersigned notary public in and for said State, personally appeared Kenneth Howell, known or identified to me to be the President of Rental Housing, Inc., the Manager of CAPITOL TERRACE APARTMENTS ASSOCIATES, LLC, the limited liability company, that executed within and foregoing instrument, and acknowledged to me that he executed the same as the president of the Manager and on behalf of Capitol Terrace Apartments Associates, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

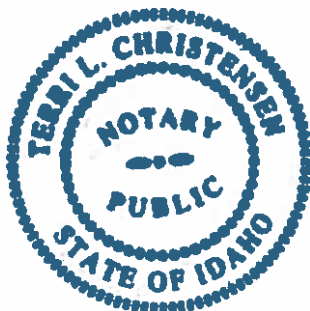


[Signature]
Notary Public for Idaho
Residing at Boise, ID
My Commission Expires 6-9-18

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of January 2017, before me, Terri L. Christensen, the undersigned notary public in and for said State, personally appeared Casey Macomb, known or identified to me (or proved to me on the oath of Casey Macomb) to be the commercial mortgage portfolio manager, of D.B. FITZPATRICK & CO., INC., an Idaho corporation, the Portfolio Manager of the Public Employee Retirement System of Idaho, that executed within and foregoing instrument, and acknowledged to me that he/she executed the instrument on behalf of the corporation, and that the corporation executed the same as Portfolio Manager of the Public Employee Retirement System of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Idaho
Residing at Boise, ID
My Commission Expires 9/15/18



AGENDA BILL

Agenda Subject: 2017 License Agreement with the Capital City Public Market, 1 Inc.		Date: February 13, 2017
Staff Contact: Ben Houpt	Attachments: <ol style="list-style-type: none">1. Resolution No. 14812. Exhibit A: 2017 License Agreement Capital City Public Market, 1 Inc.3. Exhibit B: Location of License Agreement (Subject Property)	
Action Requested: Adopt Resolution No. 1481 approving the 2017 License Agreement with Capital City Public Market, 1 Inc.		

Fiscal Notes:

Consistent with past years, CCDC will receive \$200/year for this 8th Street License.

Background:

Capital City Public Market (CCPM) first signed a license agreement with CCDC for the use of 8th Street between Bannock and Idaho in 2000. With the CCPM's success, the original agreement was amended several times over the years to extend the market's footprint to include 8th Street between Idaho and Main, as well as the north spoke and central area of The Grove Plaza. The most recent license agreement expired in December 2016 and licensed the market for 8th Street only between Bannock and Main Streets. The Grove Plaza is not included in the license because it is covered by The Grove Plaza Operations & Maintenance Agreement with the Greater Boise Auditorium District (GBAD).

Key provisions in the 2017 License Agreement include:

1. One-year license is renewable for four successive one-year terms;
2. The fee will remain at \$200/year;
3. Covers two blocks of 8th Street between Bannock and Main Streets;
4. Requires that CCPM maintain insurance coverage and must comply with all Boise City and Ada County Health Department codes, ordinances, and regulations
5. Allows CCDC to assign its rights without the licensee's consent – this detail will make it easier for any new owner of 8th Street to continue to host this community event.

Staff Recommendation:

Adopt Resolution No. 1481 approving the 2017 License Agreement with Capital City Public Market, 1 Inc.

Suggested Motion:

I move for the adoption of Resolution No. 1481 authorizing the 2017 License Agreement with Capital City Public Market, 1 Inc.

RESOLUTION NO. 1481

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A LICENSE AGREEMENT BETWEEN THE AGENCY AND CAPITAL CITY PUBLIC MARKET, 1 INC., FOR OPERATION OF A PUBLIC MARKET ON 8TH STREET; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE LICENSE AGREEMENT AND TAKE ALL NECESSARY ACTION TO IMPLEMENT SAME, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING TECHNICAL CORRECTIONS TO THE LICENSE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act") for the purpose of financing the undertaking of urban renewal projects; 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, one of the objectives of the Central District Plan is to provide certain areas for events and other activities to enhance the Central Urban Renewal District; and,

WHEREAS, the Agency is owner of those certain parcels of real property known as North 8th Street, including the sidewalks on both sides, between Main Street and Bannock Street, in downtown Boise, Ada County, Idaho (the "Property"), pursuant to the certain Vacation

of Public Right-of-Way, dated May 24, 1988, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 8824767, and pursuant to the certain Vacation of Public Right-of-Way, dated September 8, 1989, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 8943575; and,

WHEREAS, under a license from the Agency, Capital City Public Market, 1 INC., as successor in interest to Capital City Public Market, INC., d/b/a Capital City Public Market ("Licensee") has been using the Property or portions thereof since January 1, 2000, for the purpose of operating a public market (the "Market"); and,

WHEREAS, Licensee desires to renew the License which expired December 31, 2016, in order to continue operating the Market on the Property; and,

WHEREAS, Agency and Licensee staff have prepared a new License for the Market, attached hereto as Exhibit A and incorporated herein by reference, in order to effectuate promotion of the active public use of the downtown in addition to development of retail, residential, office, hotel, and cultural projects; and,

WHEREAS, the License is for a one-year term with the possibility of four one-year renewals and with the ability of the Agency to assign the License, if needed, without Licensee's consent; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the License 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, IDAHO, AS FOLLOWS:

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

Section 2: That the 8th Street Public Market 2017 License Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to execute the 8th Street Public Market 2017 License Agreement with Capital City Public Market, 1 INC., and to take all necessary action to implement the License Agreement, subject to representations by Agency staff and legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical corrections to the License Agreement or other documents are acceptable, upon advice from Agency legal counsel that said corrections are consistent with the provisions of the License Agreement and the comments and discussions received at the February 13, 2017, Agency Board meeting.

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

PASSED by the Urban Renewal Agency of Boise City, Idaho, on February 13, 2017.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the
Board of Commissioners on February 13, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST:

By: _____
Secretary



8TH STREET PUBLIC MARKET 2017 LICENSE AGREEMENT

This 8TH STREET PUBLIC MARKET LICENSE AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of Boise City, a/k/a the Capital City Development Corporation, an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho (Chapter 20, Title 50, Idaho Code) (“Licensor”), and Capital City Public Market, 1 Inc., an Idaho non-profit corporation (“Licensee”). Licensee and Licensor may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

RECITALS

A. Licensor is the owner of those certain parcels of real property known as North 8th Street, including the sidewalks on both sides, between Main Street and Bannock Street, in downtown Boise, Ada County, Idaho (the “Property”), pursuant to the certain Vacation of Public Right-of-Way, dated May 24, 1988, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 8824767, and pursuant to the certain Vacation of Public Right-of-Way, dated September 8, 1989, and recorded in the Official Records of Ada County, Idaho, as Instrument No. 8943575, all as depicted on attached **Exhibit A**

B. Under a license from Licensor, Licensee has been using the Property or portions thereof since January 1, 2000, for the purpose of operating a public market (the “Market”).

C. Licensee desires to renew the License which expired December 31, 2016, in order to continue operating the Market on the Property.

D. Licensor finds it in the best interest of the public to grant a License to Licensee for the purposes described herein and subject to the limitations set forth below, as doing so will promote the active public use of the downtown in addition to development of retail, residential, office, hotel, and cultural projects.

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

AGREEMENT

1. **Grant of License:** Pursuant to the terms, conditions, and limitations of this Agreement, Licensor hereby grants to the Licensee a non-exclusive, revocable, limited license (“License”) to

encroach upon the Property identified in Exhibit A to operate a Public Market (the "Market") which includes the following specific uses:

- a. Display and sale of food products.
- b. Display and sale of arts and crafts.
- c. Display and sale of general merchandise.
- d. Performing artists.

SUB-LICENSING: The License expressly includes the right of Licensee to sub-license portions of the Property to vendors of food products, arts and crafts, and general merchandise, and to performing artists.

EXCLUSIONS: Notwithstanding any of the forgoing, the Property available for Licensee's use under this Agreement does not include any area within the Property under separate license agreement from Licensor for outdoor seating or dining or as otherwise specified by Licensor.

2. Term of License: This Agreement shall be effective beginning on the last date signed by the Parties and shall remain in effect, with the limitations and conditions as set forth herein, until December 31, 2017, or until such termination or default as provided herein.

RENEWAL: This Agreement shall be renewable for four (4) successive one-year terms upon the sole discretion of Licensor. This Agreement shall renew automatically on an annual basis for a period from January 1 to December 31 unless terminated in accordance with the Default and Termination provisions set forth herein.

3. Term Limitations: Licensee shall provide Licensor written notice of the opening date and closing date of the Market at least one month in advance of opening date. The License given by this Agreement is limited to the hours of 6:00 a.m. to 3:00 p.m. local time on the following specific dates of the Term:

- a. Successive Saturdays beginning with the opening day of the Market in April as proposed by Licensee until the end of the Holiday Market in December.
- b. Other days as may be agreed to in writing by the Parties.

4. Compensation to Licensor: As consideration for the License, Licensee agrees to pay to Licensor an annual processing fee of Two Hundred Dollars (\$200.00). Licensee shall pay the annual processing fee no later than April 1 of each year that the License is renewed; provided, however, the initial \$200.00 license fee shall be due and owing upon the execution of this Agreement. Licensor retains the right, in its sole discretion, to increase the annual processing fee with any such increase being effective upon thirty (30) days written notice to Licensee.

5. Covenants by Licensee: Licensee shall treat the Property with care and respect. Licensee shall comply with all laws and regulations, including all state and local laws relating to the sale and serving of food and beverages and accessibility, and each of the following conditions. Failure to comply with these covenants shall constitute a breach of this Agreement

and authorization for Licensor to terminate this Agreement in accordance with the Default and Termination provisions set forth herein.

- a. Make good faith efforts to operate the Market in such a manner as to benefit both the Market and adjacent businesses.
- b. Keep the Property clear of debris and litter, including the emptying the trash canisters affected by the Market at the conclusion of each day of operating the Market.
- c. Clean the brick surface as needed, and reimburse Licensor for Licensor's expenses to repair any street surface damage or brick damage caused by Licensee's use of the Property, excepting normal wear and tear.
- d. Provide portable toilets for each Market event:
 - at least one (1) regular (non-handicapped accessible) unisex portable toilet;
 - at least one (1) handicapped accessible portable toilet; and
 - at least one (1) hand washing station with waste container.
- e. Maintain a continuous ADA-compatible walkway area on the existing 8th Street sidewalks (minimum of four (4) feet).
- f. Comply with all applicable fire code regulations including regulations concerning access as may be required by the Boise City Fire Department and the 20-foot emergency vehicle lane on 8th Street.
- g. Reimburse Licensor for the costs of any utilities provided by Licensor, including any repair and maintenance of any utilities.
- h. Pay for the repair and maintenance of any electrical or other service installed for Market Vendors or for the convenience of Market. All locations of such improvements must be preapproved in writing by Licensor.
- i. One or before March 1 of each year of this Agreement, submit a calendar of planned events for the coming Market season and provide an income statement to Licensor evidencing the Market's previous year's income and expenses.
- j. Hold one (1) meeting mid-Market season and one (1) meeting post-Market season with adjacent business owners and Licensor for the purpose of allowing such owners to provide feedback regarding operation of the Market.
- j. Coordinate with Boise City and the Ada County Highway District concerning the closure of any streets or public rights-of-way as a result of the Market and pay all costs associated with same.
- k. If street closure equipment is provided by Licensor, Licensee shall use any such equipment at its own risk and waives any claims against Licensor arising from Licensee's use of such equipment.

- I. Licensee shall not warehouse or allow to be warehoused any furnishings on the Property outside the hours and days specified herein for operation of the Market. All furnishings shall be of a temporary nature and entirely moveable and removable. Anchoring any furnishings to the brick or concrete surface of the Property is strictly prohibited, and nothing shall be affixed to the Property surface for use in securing any furnishings. Should Licensee or Licensee's agents, tenants, or sub-licensees fail to remove any furnishings placed upon the Property, Licensor may remove the furnishings and assess Licensee for the costs of removal. Licensee's or Licensee's agents', tenants', or sub-licensees' failure to remove said furnishings from the Property shall operate as a disclaimer of interest and title in said furnishings, with the furnishings passing to the Licensor at no cost to Licensor.

6. First Amendment: Licensee expressly acknowledges that the Property is treated as public space for purposes of the First Amendment to the United States Constitution and that rights to free speech and other applicable statutory and regulatory rights may arise from time to time with respect to use of the Property. Licensee agrees to refrain from taking any actions, nor allow any of its sub-licensees, tenants, agents, or vendors to take any actions in violation of such rights.

7. Insurance and Indemnification:

- a. **INSURANCE:** Licensee shall, at its sole cost and expense, procure and maintain during the life of the License Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance written with at least the following limits of liability:

Commercial General Liability (CGL)

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal Injury and Advertising Injury
\$1,000,000	Damage to rented premises
\$15,000	Medical Expenses – Each Person

Comprehensive Automobile Liability

\$1,000,000	Each Occurrence
-------------	-----------------

Worker's Compensation and Employers Liability Insurance

WC: Statutory Limits

EL: \$100,000 Each Accident / \$500,000 Policy Limit

The insurance coverage shall be primary / non-contributory with respect to any other insurance maintained by Licensor, and shall be specific to the Market and Licensee's use of the Property. The CGL policy shall name Licensor, its officers, agents, and employees as Additional Insureds. All insurance shall be occurrence based coverages and shall include a waiver of subrogation by the insurers in favor of Licensor.

Licensee to provide Licensor with a copy of the Insurance Certificate(s) including a copy of the A-I endorsement(s). To the extent commercially available to the Licensee from its current insurance company, insurance policies required herein shall contain a provision that the insurance company or its designee must give the Licensor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the activities licensed herein and upon renewal or replacement of the insurance policies, the Licensee shall furnish the Licensor with certificates of insurance evidencing the coverage. In addition, if any insurance policy required herein is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Licensee shall give Licensor prompt written notice upon actual or constructive knowledge of such condition.

This Section shall be deemed to be a separate contract between the Parties and shall survive any expiration or termination of this License.

- b. **INDEMNIFICATION:** Licensee shall indemnify, defend, protect, and hold harmless Licensor, its agents, employees, successors, and assigns from and against any and all claims, suits, actions, liabilities, losses, debts, demands, damages, judgments, costs, charges, and expenses, including court costs and attorney fees, and against all liability, loss, and damage of any nature whatsoever that Licensor shall or may at any time sustain or be put to because of the operation or negligent acts or omissions in the use of the Property or Street Closure Equipment by Licensee, Licensee's agents, tenants, sub-licensees, Market Vendor, and invitees, specifically including claims arising from the sale of any goods or services by Licensee or any Market Vendor at any Market, except to the extent caused by Licensor's intentional acts or omissions.

8. Default and Termination: This License shall terminate and be of no further force or effect upon Licensee's violation of the terms of this Agreement and the failure to cure within fifteen (15) days of receipt of written notice from Licensor of such violation; except, the License shall terminate and be of no further force or effect and Licensee shall have no right to cure under the following:

- a. Written notice by Licensor of no fewer than thirty (30) days that the uses described herein are, in Licensor's sole determination, no longer appropriate for the Property.
- b. Written notice by Licensor of no fewer than thirty (30) days that, in Licensor's sole determination, Licensee or Licensee's agents, tenants, or sub-licensees are not using the Property on a consistent basis or for the purposes described in this Agreement.
- c. Written notice by Licensor on or before December 31 of the then-current year that the License shall not be renewed for the following calendar year.
- d. Written notice by Licensee of no fewer than thirty (30) days of Licensee's intention to forfeit this License and vacate all use of the Property;

9. **Licensee's Representative Capacity:** Licensee hereby represents to Licensor, and Licensor relies upon such representation, that Licensee is acting in a representative capacity for all other groups, individuals, associations, and entities authorized by Licensee. Licensor shall be under no obligation to negotiate or otherwise communicate with anyone other than Licensee in the performance of this Agreement.

10. **Ownership:** Licensee acknowledges that the Property, identified in Exhibit A, is owned by the Licensor, and Licensee waives any claim to ownership of the Property whether in fee, adverse possession, or any other right, title, or interest therein, other than as established pursuant to the terms of this Agreement. Further, Licensee expressly acknowledges, for itself and its agents, tenants, sub-licensees, and invitees, that Licensor has the right to schedule events in adjacent areas that may impact Licensee's use of the Property.

11. **Taxes and Assessments:** Licensee expressly agrees to pay all special assessments and personal property taxes that may be imposed against the Property during the term of this Agreement.

12. **Assignment:** It is expressly agreed that during the Term of this Agreement, Licensor shall have the right to assign its rights set forth herein without the prior written consent of Licensee. However, Licensee shall not have the right to assign its rights set forth herein without the prior written consent of Licensor.

13. **Events:** Licensee acknowledges that, because this is a non-exclusive license, Licensor does and has the right to schedule events adjacent to the Property that may adversely impact its use. Licensor reserves the right to suspend Licensee's use under this Agreement if Licensor determines, in its sole discretion, that a conflict will be created. The annual calendar of events submitted by Licensee shall not affect in any way Licensor's right to suspend Licensee's use under this Agreement. Licensor shall provide Licensee with at least seven (7) days' written notice of such events or suspension of use. Provided, however, Licensor shall not be liable for any failure to notify Licensee of such events or suspension, nor shall Licensor be liable for any lost profits or similar damages to Licensee due to a suspension of use pursuant to this Agreement.

14. **No Partnership:** It is understood and agreed that nothing herein contained shall be considered as in any way constituting a partnership between Licensor and Licensee.

15. **Notice:** If any written notice be required hereunder, it shall be sufficient if served to the following addresses:

If to Licensor:

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

If to Licensee:

Mona Warchol, Executive Director
Capital City Public Market, 1 Inc.
802 W. Bannock Street, #800
Boise, Idaho 83702
208-345-3499
ccpmarket@gmail.com

Telephone numbers and E-mail addresses are for convenience and not to be used for required notices. Either Party may, by written notice, change the address, telephone number and/or E-mail address listed above.

16. Cross Default: Licenser and Licensee acknowledge Licensee has executed or will execute agreements with the Greater Boise Auditorium District, the City of Boise, the Ada County Highway District, or all three, concerning the operation of the Market. Any breach or default by Licensee of any agreements with the above-listed organizations concerning operation of the Market shall be considered a breach or default of this Agreement.

17. Time Is of the Essence: Time is of the essence of the provisions hereof.

18. Attorney Fees: Should either Party to this Agreement be required to retain legal counsel to enforce any of the terms and/or conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees and costs.

19. Entire Agreement: This Agreement with its exhibits and attachments embodies the entire agreement between the Parties. There are no other agreements, warranties, or representations between the Parties other than set forth in this Agreement. All other agreements, whether written or oral, including any prior license agreements between the Parties concerning the Property, are superseded by this Agreement and shall be of no further force or effect.

20. Heirs and Assigns: This Agreement shall be binding upon and inure to the benefit of the representatives, agents, officers, directors, successors, and assigns of the respective Parties hereto.

21. Choice of Law: It is the intention of the parties that this Agreement, the performance hereunder, and all suits and special proceedings hereunder shall be construed in accordance with, under, and pursuant to the laws of the State of Idaho, county of Ada.

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

23. Recitals: The Recitals set forth above are made a part of this Agreement.

End of Agreement
Signatures appear on following page.


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year last written below.

LICENSOR: **URBAN RENEWAL AGENCY OF BOISE CITY,
a/k/a CAPITAL CITY DEVELOPMENT CORPORATION**

By: _____
John Brunelle, Executive Director

Date: _____

LICENSEE: **CAPITAL CITY PUBLIC MARKET, 1 INC.**

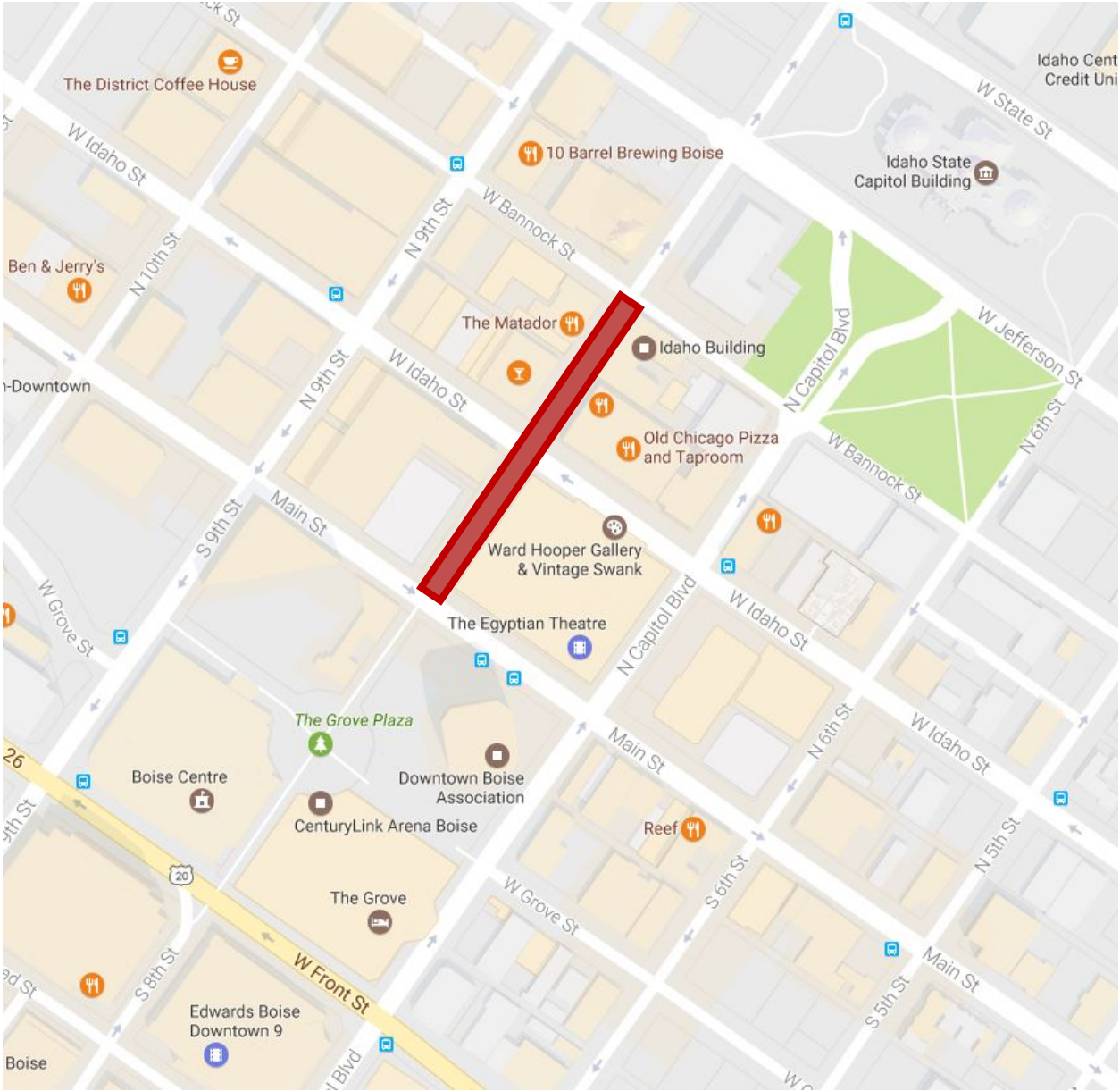
By:  _____
Diana Molenaar, President

Date: 2/7/2017

EXHIBITS

A: Depiction of the Property

EXHIBIT A – Depiction of the Property



= Property licensed for the Public Market



AGENDA BILL

Agenda Subject: Resolution 1482 City Hall Plaza Renovation – Type 4 Capital Improvement Reimbursement Agreement		Date: February 13, 2017
Staff Contact: Doug Woodruff	Attachments: 1) Resolution 1482 2) 2017 City Hall Plaza Renovation Type 4 Participation Agreement – Capital Improvement Reimbursement	
Action Requested: Adopt Resolution No. 1482, approving and authorizing the execution of the 2017 City Hall Plaza Renovation Type 4 Capital Improvement Reimbursement Agreement with City of Boise for site improvements associated with City Hall Plaza and Capitol Boulevard.		

CCDC is poised to assist with the City Hall Plaza Renovation. CCDC's urban renewal efforts target infrastructure deficiencies and spaces where assistance is necessary to enable the desired improvements. An enhanced plaza with attractive, robust features will enliven the downtown core and further the needs of a growing city. Given the limited amount of downtown real estate dedicated to civic space, this is a prime location which should be activated and utilized.

Background:

In 2014, the City of Boise began a multi-year phased exterior renovation of City Hall. The renovation efforts completed to date include seismic upgrades, streetscape improvements around the eastern half of the block, as well as some interior remodeling and code upgrades. CCDC participated in the streetscape improvements portion of these renovation efforts via a T4 Capital Improvement Reimbursement Agreement. The streetscape improvements fulfilled a portion of the Agency's goals to improve the pedestrian network throughout the Old Boise neighborhood and especially around this civic building which involves substantial public access.

City Hall Plaza Renovation

In 2015 City of Boise and GGLO Architects created four plaza design alternatives through a series of public work sessions. The initial budgeting exercise revealed that each of design alternatives cost more than available resources. CCDC's assistance will allow for more of the key features desired by the public to be built.

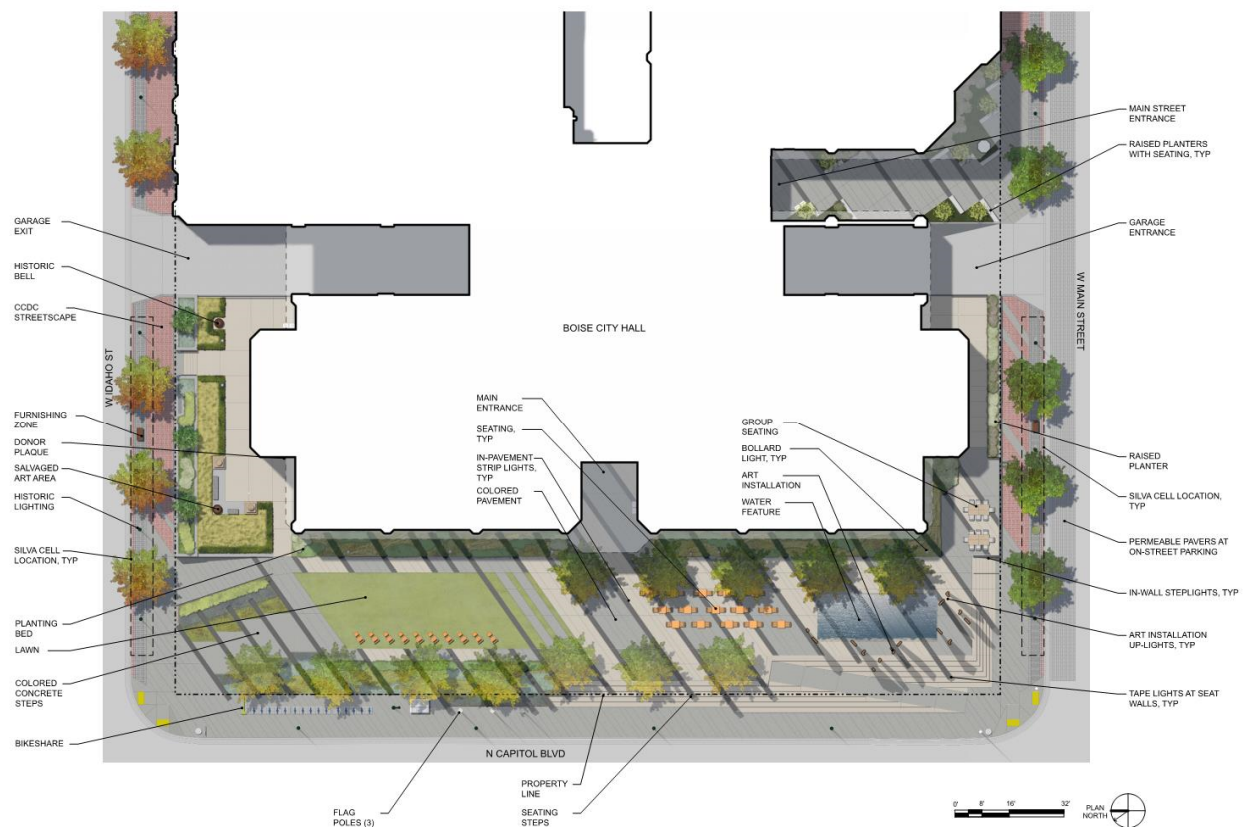
On August 8, 2016, the CCDC Board of Commissioners designated the remaining phase of the renovation—which includes plaza improvements, streetscape improvements around the western half of the block, and waterproofing of the subterranean parking structure underneath the plaza—as a Type 4 Capital Improvement Reimbursement Agreement and directed staff to negotiate the agreement.

Key Features of the City Hall Plaza Renovation include:

- A skim fountain that incorporates the public art piece, “Cottonwood Copse”
- A shaded hardscape patio with informal seating
- A lawn terrace and water-wise naturalized landscaping
- Ability to host large events by spanning the shaded patio and lawn terrace
- Amenities such as a Boise Green Bike station, traditional bike parking, and a bicycle repair station
- Green storm water infrastructure to address storm water runoff

Project construction plans are complete and under review for a building permit. The project will bid January and February 2017 with an anticipated construction start in March 2017 and estimated completion in November 2017.

City Hall Plaza – Project Plan



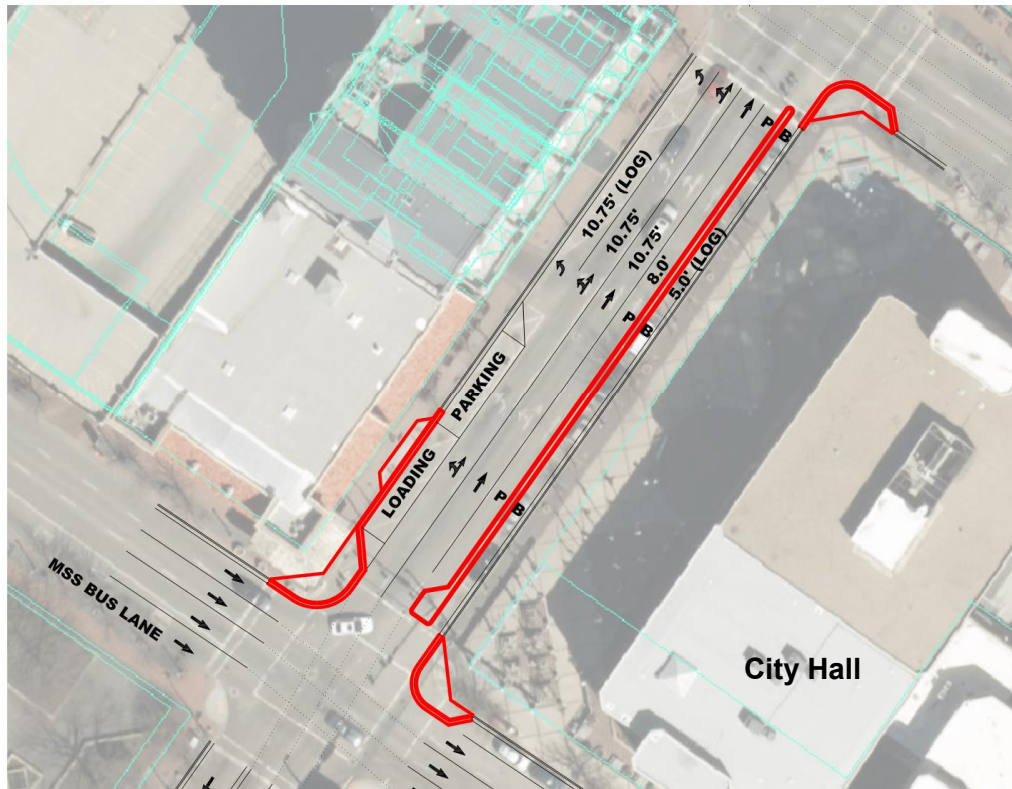
Capitol Boulevard Improvements

In October 2016, the City of Boise collaborated with CCDC regarding plans to improve bicycle and pedestrian facilities on the Capitol Boulevard frontage of Boise City Hall. These improvements are based on recommendations from the Downtown Walkability Analysis that was commissioned by CCDC and completed in October of 2013. These specific recommendations were subsequently validated in part by an ACHD bike lane pilot project in 2014. The proposed improvements include a parking-protected bike lane on Capitol Boulevard in front of City Hall and the installation of curb extensions on the two corners in front of City Hall and on the corner in front of the Egyptian Theatre. The parking protected bike lane will serve as a demonstration of a high-quality urban bike facility that CCDC and the City of Boise would like to emulate on Main and Idaho Streets, and possibly other urban thoroughfares in the future. The curb extensions will improve the safety and comfort of heavily used pedestrian crossings that connect City Hall and Old Boise with Main Street Station, The Grove Plaza, 8th Street, and other destinations in the downtown core. The curb extension in front of the Egyptian Theatre will also serve to reduce the incidence of vehicle collision with the theater's marquee sign, while obviating the need for concrete planters that impede pedestrian traffic as currently placed. These planned improvements align with CCDC's goals to expand mobility choices, improve pedestrian facilities, and are consistent with the Blueprint Boise, and CCDC's Downtown Walkability Analysis Report. Because of the opportunity to further the Agency's improvement goals, CCDC is recommending partial shared funding strategy for these improvements.

Key Features of the Capitol Boulevard Improvements include:

- A bike lane protected from vehicular traffic by a concrete curb and parked cars.
- Concrete curb provides space for the door swing of parked cars, eliminating conflicts between passing cyclists and open doors.
- Parking meters located on concrete curb for more safe and convenient use.
- Curb extensions at intersections reduce pedestrian crossing distances, creating more safe and convenient pedestrian crossings.
- Removal of the unused delivery pullout on the west side of Capitol Boulevard, better delineation of the loading zone, and addition of some street parking to improve the sidewalk environment on the west side of the street.
- Permanent bikes racks will be installed to replace the relocated bike corral.

Capitol Boulevard Improvements - Project Plan



The Capitol Boulevard Improvements are most efficiently constructed simultaneous with the City Hall Plaza Renovation because the work zones physically overlap and the desired construction timeframes overlap. Combining this work under City of Boise's plaza renovation construction contract will capture cost savings, will eliminate some scope overlap and rework, and will reduce the construction impact duration for downtown patrons. Therefore, the City of Boise and CCDC have incorporated the Capitol Boulevard Improvements within this participation agreement for City Hall Plaza.

Fiscal Notes:

The **Agreement commits up to \$1,305,000 in total assistance** associated with City Hall Plaza Renovation and Capitol Boulevard.

CCDC also contributed \$467,833 to the completed streetscape improvements on the eastern side of Boise City Hall per the 2014 Type 4 Agreement with City of Boise.

City Hall Plaza Renovation

The total City Hall Plaza Renovation project budget is \$3,700,000 which includes resources from both CCDC and City of Boise. The attached Agreement commits up to \$1,225,000 from CCDC to reimburse for eligible project costs associated with the City Hall Plaza Renovation.

The CCDC 2017 Budget, adopted on August 24, 2016, includes \$1,225,000 to assist with funding the City Hall Plaza Renovation.

Capitol Boulevard Improvements

The attached Agreement commits up to \$80,000 to reimburse for eligible project costs associated with the Capitol Boulevard Improvements which is the estimated hard construction costs of the improvements. City of Boise is funding the soft costs which include design costs and other costs associated with this work.

Due to the request for assistance occurring in October, after CCDC adopted the 2017 Budget, \$80,000 would be reallocated for this project from the 8th Street Improvements and the 8th Street Event Bollards line items where savings has been identified.

Staff Recommendation:

Agency staff recommends approving and authorizing the execution of the 2017 City Hall Plaza Renovation Type 4 Capital Improvement Reimbursement Agreement with City of Boise for site improvements associated with City Hall Plaza and Capitol Boulevard.

Suggested Motion:

I move to adopt Resolution No. 1482 approving and authorizing the execution of the 2017 City Hall Plaza Renovation Type 4 Capital Improvement Reimbursement Agreement with City of Boise for site improvements associated with City Hall Plaza and Capitol Boulevard.

RESOLUTION NO. 1482

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A TYPE 4 PARTICIPATION AGREEMENT FOR THE 2017 CITY HALL PLAZA RENOVATION BY AND BETWEEN THE AGENCY AND THE CITY OF BOISE CITY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City 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 of Boise City owns or controls certain real property addressed as 150 North Capitol Boulevard, Boise, Idaho, more commonly known as the City Hall block, and is undertaking a renovation of the City Hall Plaza, including streetscape improvements and waterproofing of the subterranean parking structure under the plaza; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 4 – Capital Improvement Program under which the Agency facilitate capital improvement projects

using Agency funds which may be coordinated through joint effort with private entities or other public agencies; and,

WHEREAS, the Agency has determined that its financial assistance with the City Hall Plaza renovation will allow for more of the key features desired by the public to be built; and,

WHEREAS, the Agency has determined that it is appropriate and in the public interest to enter into a Type 4 Participation Program Agreement with the City (the "Agreement"), attached hereto as Exhibit A, whereby the City will construct the City Hall Plaza improvements and the Agency thereafter will reimburse the City for the eligible project costs identified in the Agreement; and,

WHEREAS, the Agency's 2017 Budget, adopted on August 24, 2016, has sufficient funds designated and available to pay for the eligible project costs identified in this Agreement; and,

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the 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, IDAHO, AS FOLLOWS:

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

Section 2: That the Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to 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 February 13, 2017, Agency Board meeting; and further, the Agency is 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 February 13, 2017.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the
Board of Commissioners on February 13, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

BY: _____
John Hale, Chairman

ATTEST:

BY: _____
Secretary

CAPITAL CITY DEVELOPMENT CORPORATION

CITY OF BOISE CITY, IDAHO

TYPE 4 PARTICIPATION AGREEMENT – CAPITAL IMPROVEMENT REIMBURSEMENT

2017 CITY HALL PLAZA RENOVATION

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, a public body, corporate and politic, of the State of Idaho ("CCDC"), and the City of Boise City, Idaho, an Idaho municipal corporation ("Boise City"). CCDC and City may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Boise City owns or controls certain real property located at 150 North Capitol Boulevard, Boise, Idaho, more commonly known as the City Hall block (the "Project Site") which is depicted on attached Exhibit A. Boise City is undertaking a renovation of the City Hall Plaza and its parking facilities located on the Project Site in 2017 ("City Hall Plaza Renovation").

B. The Project Site is located in the Central Urban Renewal District ("Central District") and will contribute to enhancing and revitalizing the Central District.

C. Boise City began developing the City Hall Plaza Renovation plans in FY2014 to repair water intrusion into the subsurface garage and to replace and update plaza features, including paving and landscaping. At that time, CCDC determined it was in the best interest of the public to coordinate the streetscape improvements as part of the City Hall Renovation. Boise City requested CCDC partially fund the renovation costs and fully fund the streetscape improvement costs which CCDC has anticipated for by allocating money in the FY16 budget to fund its portion of this project.

D. Boise City and ACHD developed plans to improve bicycle and pedestrian facilities on Capitol Boulevard in October 2016 that are best constructed simultaneous with the City Hall Plaza Renovation ("Capitol Boulevard Improvements"). Boise City requested CCDC partially fund the construction of the Capitol Boulevard Improvements. CCDC determined it was in the best interest of the public to provide the requested funding to accomplish the road improvements along with the plaza renovation.

E. CCDC has in place a Participation Program which includes the Type 4 – Capital Improvement Program under which the Agency initiates capital improvement projects using Agency funds which may be coordinated through a joint effort with private entities and/or other public agencies.

F. The City Hall Plaza Renovation and Capitol Boulevard Improvements include improvements to the public right-of-way that are consistent with the Downtown Boise Streetscape Standards and Specifications Manual ("Streetscape Standards"), which standards were recommended for adoption by the CCDC Board of Commissioners in November 2015 and adopted by the Boise City Council on April 19, 2016.

G. CCDC and Boise City have determined that it is in the public interest to enter into the Agreement with Boise City whereby Boise City will construct the City Hall Plaza Renovation and the Agency will reimburse Boise City for the cost of the work performed by the City's contractor on the City Hall Plaza Renovation as detailed in this Agreement 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 of this Agreement ("Effective Date") shall be the date on which this Agreement was signed by the last of the Parties to execute it.

2. **Term.** This Agreement shall be in effect beginning on the Effective Date and continuing until either: 1.) performance and completion of all obligations of each Party; or 2.) twenty-four (24) months from the Effective Date, whichever comes first.

3. **Extension.** Either Party may request one (1) one-year extension of this Agreement, which extension request shall be in writing and delivered to the non-requesting Party as provided herein. The non-requesting Party shall not unreasonably delay, condition, or deny approval of the other Party's extension request.

4. **Construction of Improvements.** Boise City agrees to construct the City Hall Plaza Renovation and Capitol Boulevard Improvements consistent with the following:

- a. The City Hall Plaza Renovation and Capitol Boulevard Improvements shall be constructed in accordance with the overall Boise City infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards.
- b. Boise City shall schedule regular construction inspections and a final inspection meeting with CCDC to ensure that the City Hall Plaza Renovation is constructed pursuant to this Agreement.

The Parties agree: that the City Hall Plaza Renovation is depicted on Exhibit B, with cost details described on Exhibit C; and that the Capitol Boulevard Improvements are depicted on Exhibit D, with cost details described on Exhibit E. Any other public improvements that are constructed by Boise City as part of the City Hall Renovation Project or Capitol Boulevard Improvements are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amounts set forth in Section 5, below.

5. **Payment Obligation.** The total amounts to be paid by CCDC as reimbursement to Boise City for the improvements constructed under this Agreement are as follows:

- a. For the City Hall Renovation: an amount not to exceed ONE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,225,000.00).

- b. For the Capitol Boulevard Improvements: an amount not to exceed EIGHTY THOUSAND DOLLARS (\$80,000).

Boise City shall pay for all of the costs of construction for the City Hall Plaza Renovation and Capitol Boulevard Improvements with any reimbursement payments to Boise City by CCDC made pursuant to Section 8. CCDC acknowledges that the Schedule of Eligible Streetscape and Infrastructure Costs attached as Exhibits C and E are estimated by Boise City's general contractor and that actual total costs, as well as each line item of cost, may be more or less than is shown on Exhibits C and E.

6. Review of Construction Plans. Upon CCDC's request, CCDC shall have the right and the opportunity to review Boise City's construction plans, budgets, and bids for the Eligible Streetscape and Infrastructure Costs (collectively the "Public Improvement Construction Documents"). Boise City will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the City Hall Plaza Renovation and Capitol Boulevard Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner.

7. Notification of Completion; Inspection. Upon completion of construction, Boise City shall notify CCDC in writing and request a final inspection meeting with CCDC to determine if the City Hall Plaza Renovation and Capitol Boulevard Improvements meet the requirements of this Agreement. Boise City shall provide CCDC with written confirmation that the City Hall Plaza Renovation and Capitol Boulevard Improvements have been completed in compliance with this Agreement.

8. Determining Actual Eligible Costs. Boise City is responsible for submitting lien waivers, invoices, and receipts for work performed as part of the City Hall Plaza Renovation and the Capitol Boulevard Improvements ("Cost Documentation") within thirty (30) days of each respective completion. Cost Documentation shall include the following:

- a. Schedule of values with individual line items for the improvements approved by CCDC for reimbursement so those improvements are identifiable separate from other line items ("Schedule of Values").
- b. Invoices from Boise City or Boise City'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 respective projects in comparison to the amount used for the remainder of the projects ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in Exhibits C and E and the actual costs in the Cost Documentation.

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

such written notice to cure the default. In the event Boise City fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) days of CCDC's receipt of the Cost Documentation, CCDC will notify Boise City in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the "Actual Eligible Costs" to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in the Schedules of Eligible Streetscape and Infrastructure Costs. In no event will the Actual Eligible Costs exceed the amount set forth on the Schedules of Eligible Streetscape and Infrastructure Costs.

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

9. Conditions Precedent to CCDC's Payment Obligation. CCDC agrees to reimburse Boise City in the amount as determined in compliance with Paragraphs 7 and 8 no later than ninety (90) days after completion of all of the following:

- a. CCDC gives written confirmation to Boise City that the City Hall Plaza Renovation and the Capitol Boulevard Improvements have been completed in compliance with this Agreement.
- b. Boise City provides lien waivers or other acceptable proof of payment to all contractors, subcontractors or material suppliers that provided services or materials in the construction of the City Hall Plaza Renovation and the Capitol Boulevard Improvements.

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

10. Subordination of Reimbursement Obligations. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations previously entered into which have committed available CCDC revenues for all Districts and may be subject to consent and approval by CCDC Lenders.

11. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days, or ten (10) days in the event of failure to pay money, from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- e. In the event Boise City defaults under this Agreement, CCDC (the non-defaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment may be deemed extinguished by CCDC in its discretion.

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 Boise City agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Boise City a joint venture or partners.

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

13. **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.

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

If to Boise City: Rob Bousfield, P.E., Assistant City Engineer
City of Boise, Department of Public Works
150 N. Capitol Boulevard
Boise, Idaho 83702
rbousfield@cityofboise.org

With a copy to: Boise City Attorney's Office
Attn: Doug Strickling, Assistant City Attorney
P.O. Box 500
Boise, Idaho 83701-0500
dstrickling@cityofboise.org

If to CCDC: Doug Woodruff, Project Manager
121 N. 9th Street, Suite 501
Boise, Idaho 83702
dwoodruff@ccdcboise.com

With a copy to: John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702

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

- a. Boise City shall protect, defend, indemnify, and hold harmless CCDC from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by Boise City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of CCDC or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of Boise City's sovereign immunity or any other protection afforded to Boise City as an Idaho municipal corporation, including but not limited to the protections of the Idaho Tort Claims Act.
- b. CCDC shall protect, defend, indemnify, and hold harmless Boise City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including attorneys' fees and defense costs, caused or incurred by CCDC, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the conduct of Boise City or its employees. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of CCDC's sovereign immunity or any other protection afforded to CCDC as an independent public body corporate and politic, including but not limited to the protections of the Idaho Tort Claims Act.

16. Insurance Requirements. Each Party shall maintain, and specifically agrees that it will maintain throughout the term of this Agreement, liability coverage in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho State Code

(currently, a minimum of \$500,000.00). Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this paragraph. Boise City agrees that it will require its contractors and any tier subcontractors to designate Boise City and CCDC as additional named insureds.

17. Antidiscrimination during Construction. Boise City, for itself and its successors and assigns, agrees that in the construction of the improvements on the Project Site provided for in this Agreement, Boise City will not discriminate against any person on the basis of age, race or ancestry, color, national origin, disability or handicap, creed or religion, sex, sexual orientation, gender identity, gender expression, or marital status.

18. Maintenance. Boise City shall maintain or arrange for the maintenance of the City Hall Plaza Renovation and Capitol Boulevard Improvements as may be required by the Boise City Code or the Ada County Highway District. Boise City's obligations, as set forth in this Section 18 shall survive the termination of this Agreement. Boise City acknowledges and agrees CCDC has no obligations to maintain the improvements constructed as part of the City Hall Plaza Renovation or Capitol Boulevard Improvements or any other maintenance obligations under this Agreement.

19. Promotion of Project. Either Party may promote the City Hall Plaza Renovation project and the Capitol Boulevard Improvements project and its involvement in the projects, including the placement of reasonable signage at or near the Project Site and inclusion of information on websites.

20. Warranty. Boise City warrants that the materials and workmanship employed in the construction of the City Hall Plaza Renovation and Capitol Boulevard Improvements are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of at least one (1) year after completion, being the date CCDC acknowledged the completion of the City Hall Plaza Renovation and Capitol Boulevard Improvements. Provided, nothing herein shall limit the time within which CCDC may bring an action against Boise City on account of Boise City's failure to otherwise construct such improvements in accordance with this Agreement.

21. Dispute Resolution. In the event that a dispute arises between CCDC and Boise City regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

22. Entire Agreement; Waivers. This Agreement, including Exhibits A, B, C, D, and E, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CCDC and Boise City.

23. Amendments to this Agreement. CCDC and Boise City agree to mutually consider reasonable requests for amendments to this Agreement and any exhibits hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

End of Agreement | *Signatures appear on the following page.*

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

FOR CCDC:

By: _____
John Brunelle, Executive Director

Dated: _____

Approved as to form:

Mary Watson, Contracts Manager | Attorney at Law

Dated: _____

FOR BOISE CITY:

By: 
David H. Bieter, Mayor

Dated: January 10, 2017

Approved as to form:


Doug Strickling, Assistant City Attorney

Dated: 1/10/2017

ATTEST:


Lynda Lowry, Ex-Officio City Clerk



Exhibits:

- A: Project Site Map
- B: City Hall Plaza Renovation Project Plan
- C: Schedule of Eligible Streetscape and Infrastructure Costs
- D: Capitol Boulevard Improvements Project Plan
- E: Schedule of Eligible Capitol Boulevard Improvement Costs

Exhibit A

Project Site Map

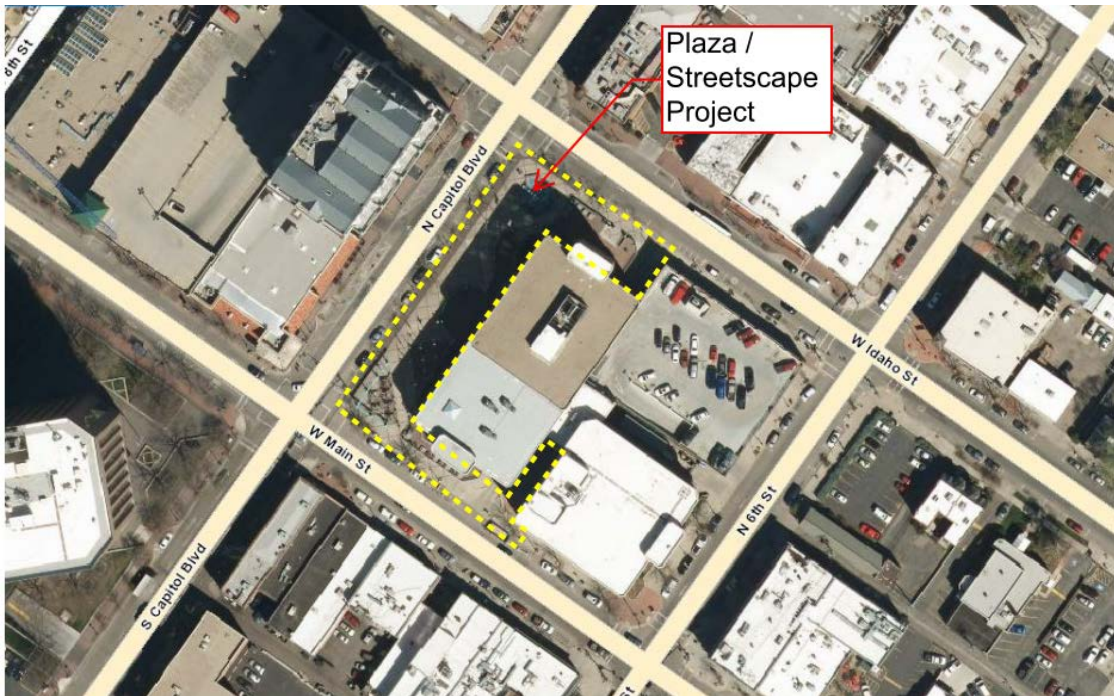


Exhibit B

City Hall Plaza Renovation Project Plan

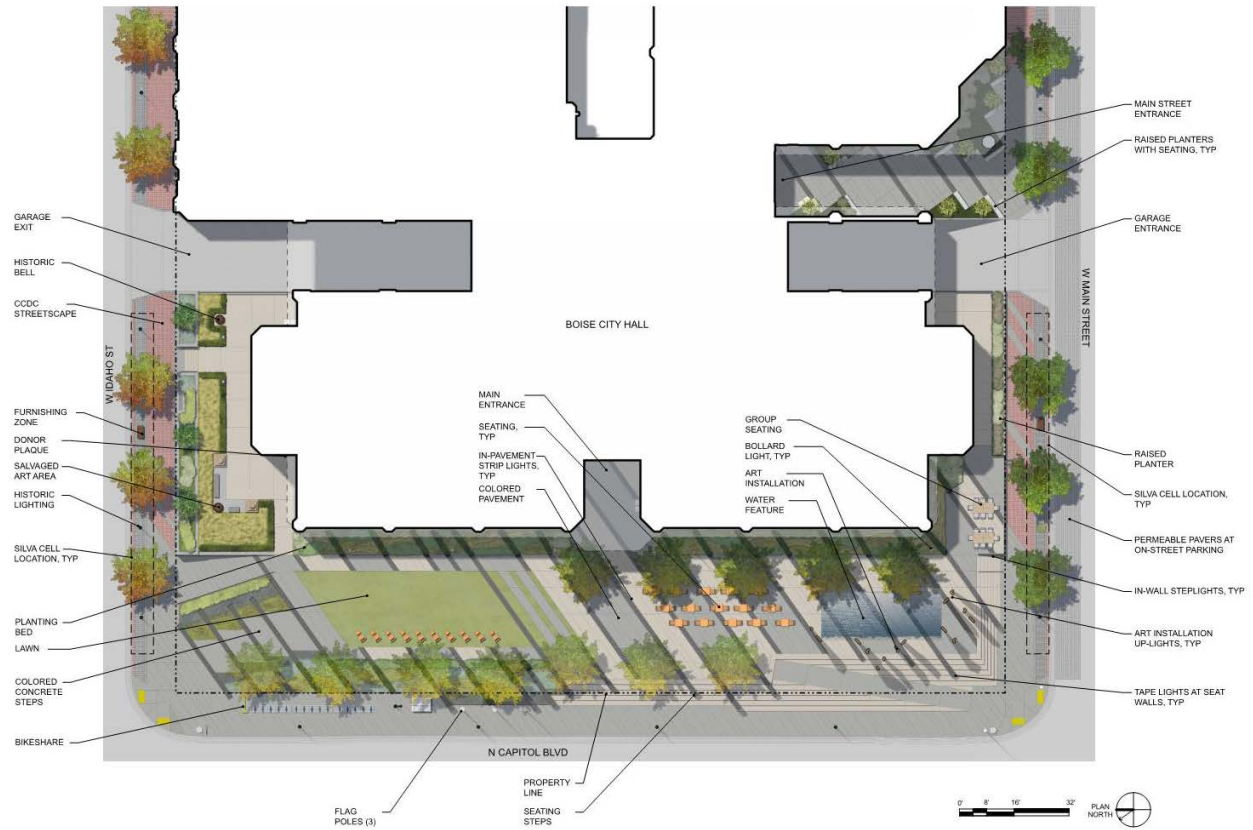


Exhibit C

Schedule of Eligible Streetscape and Infrastructure Costs

City Hall Plaza Renovation Breakdown	
Item	Cost
Plaza Construction Costs	
Demolition	\$280,000
Site concrete / pavers	\$550,000
Landscaping	\$140,000
Water feature	\$210,000
Structural foam	\$150,000
Metals	\$125,000
Plumbing (including water feature piping)	\$305,000
Electrical	\$300,000
<i>Subtotal, Plaza Construction Costs</i>	<i>\$2,060,000</i>
Building Construction Costs	
Waterproofing	\$440,000
Drainage / site work	\$110,000
Other building work	\$65,000
Metals	\$25,000
<i>Subtotal, Building Construction Costs</i>	<i>\$640,000</i>
Other Costs	
Design fees / soft costs	\$695,000
Contingencies	\$330,000
<i>Subtotal, Other Costs</i>	<i>\$1,025,000</i>
Total Project Costs	\$3,725,000
Funding	
CCDC Contribution	\$1,225,000
Boise City Contribution	\$2,500,000
<i>Total Funding</i>	<i>\$3,725,000</i>

Prepared by Boise City Public Works Department and CCDC on October 7, 2016.

Exhibit D

Capitol Boulevard Improvement Project Plan

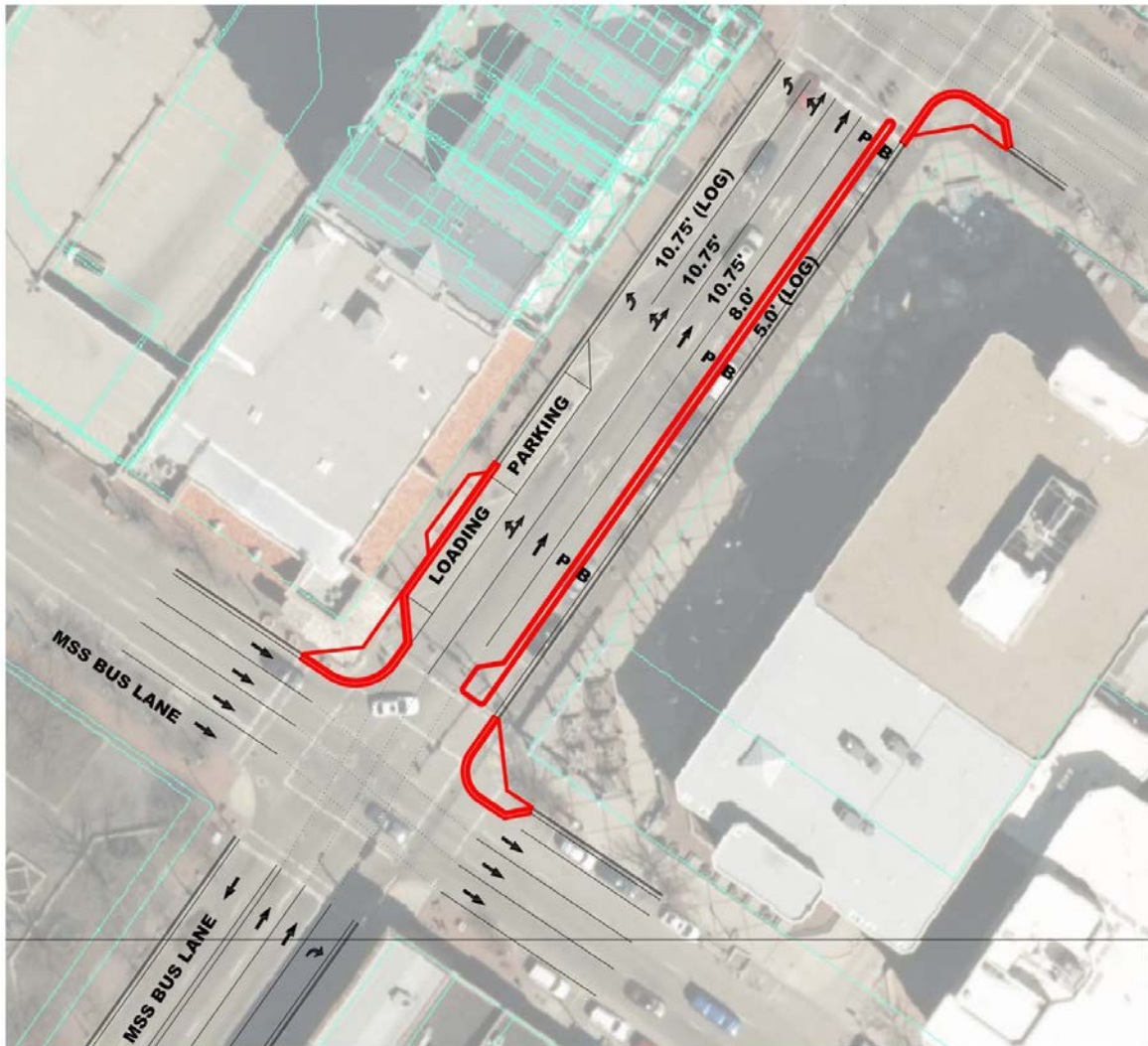


Exhibit E

Schedule of Eligible Capitol Boulevard Improvement Costs

Capitol Boulevard Improvement Cost Breakdown	
Item	Cost
Demolition	\$12,000
Site work	\$10,000
Concrete	\$35,000
Pavers (at infill area) & misc. costs	\$23,000
Total Project Costs	\$80,000
<i>CCDC Contribution</i>	<i>\$80,000</i>



AGENDA BILL

Agenda Subject: Termination of the Capitol Terrace Condominiums DDA and Release of Deed Exceptions and Covenants		Date: February 13, 2017
Staff Contacts: Mary Watson, Contracts Manager Attorney at Law	Attachments: <div>1. Resolution #1484</div> <div>2. <i>Termination and Release of Disposition and Development Agreement and Release of Deed Exceptions and Covenants</i> for Capitol Terrace Condominiums</div>	
Action Requested: Adopt Resolution #1484 approving and authorizing the execution and recording of the Termination and Release for the Capital Terrace Condominiums		

Fiscal Notes:

No financial impact to the Agency.

Background:

Roper Clothing Company is taking steps to sell its property – the retail units in the Capital Terrace Condominium Project – and has requested the Agency’s assistance in clearing up title issues relative to the *Grant Deed* and the original *Disposition and Development Agreement*. Roper has owned the retail units since 1988, when the Agency and Roper developed the Project. The Project consists of the Agency’s 6-level Capital & Main public parking garage (formerly Capitol Terrace) and Roper’s adjacent two-level retail space. The Project occupies the western three-quarters of the block bounded by Main Street, Capitol Boulevard, Idaho Street, and 8th Street.

The Agency and Roper entered into a *Disposition and Development Agreement* on March 18, 1988 (“Capital Terrace DDA”), which governed their respective duties and obligations. Along with the Capital Terrace DDA, the Agency executed a *Grant Deed* to transfer fee simple ownership of the retail condominium units to Roper, subject to certain conditions.

After Roper completed the improvements to the property in accordance with the Capital Terrace DDA, the Agency issued a *Certificate of Completion of Construction Improvements* on March 12, 1990. The Agency retained the ability to enforce the covenants, conditions, and restrictions contained in the Capital Terrace DDA and the Grant Deed until September 1, 2017.

To date, twenty-seven years later, most of the covenants have been satisfied or terminated. The Agency has complied with its public parking obligations, and Roper has complied with its retail and commercial development obligations. The only covenants written to remain in perpetuity are anti-discrimination provisions which are antiquated and covered by federal and

state law. Simply stated there are no remaining covenants, conditions, or restrictions that need to stay in place until September 1.

This *Termination and Release of Disposition and Development Agreement and Release of Deed Exceptions and Covenants* ("*Termination and Release*") would remove encumbrances on the retail units to facilitate sale. Staff and the Agency's outside counsel support Roper's request for this *Termination and Release*.

Staff Recommendation:

Staff recommends that the Board find it in the best interest of the Agency and the public to adopt Resolution #1484 approving the execution and recording of the *Termination and Release of Disposition and Development Agreement and Release of Deed Exceptions and Covenants* for Capitol Terrace Condominiums. The agreement was prepared by staff in consultation with Roper and general counsel for the prospective buyer.

Suggested Motion:

I move to adopt Resolution #1484 approving and authorizing the execution and recording of the *Termination and Release of Disposition and Development Agreement and Release of Deed Exceptions and Covenants* for the Capitol Terrace Condominiums.

RESOLUTION NO. 1484

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TERMINATION AND RELEASE OF DISPOSITION AND DEVELOPMENT AGREEMENT AND RELEASE OF DEED EXCEPTIONS AND COVENANTS FOR CAPITOL TERRACE CONDOMINIUMS; AUTHORIZING AND DIRECTING THE CHAIRMAN AND SECRETARY TO EXECUTE AND RECORD THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, a duly created and functioning urban renewal agency for Boise City, Idaho (the "Agency"), authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act") for the purpose of financing the undertaking of urban renewal projects; 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, in order to facilitate the development of the Capitol Terrace Condominium Project in the Central Urban Renewal District in 1988, the Agency and Roper Clothing Company, as successor in interest to Roper Investment Company ("Roper"), entered into a Disposition and Development Agreement on March 18, 1988 (the "Capitol Terrace DDA"), which governed their respective duties and obligations related to development of the retail and parking project in downtown Boise; and,

WHEREAS, in order to transfer fee simple ownership of the retail condominium units

(the "Property") in the Capitol Terrace Condominium Project to Roper, the Agency executed a Grant Deed dated May 24, 1988, and recorded as Instrument No. 8825149 (the "Deed"); and,

WHEREAS, the Agency issued to Roper a Certificate of Completion of Construction of Improvements on March 12, 1990, in accordance with the terms of the Capital Terrace DDA, which released certain covenants, conditions, and restrictions from the Deed as satisfied and completed; and,

WHEREAS, the duties and obligations contained in the Capitol Terrace DDA as well as certain duties and obligations contained in the Deed have been satisfied, have expired, or will expire very shortly; and,

WHEREAS, the Agency and Roper desire to terminate the Capitol Terrace DDA and all rights and obligations set forth therein and release the Capitol Terrace DDA from the records affecting the Property and remove it as an encumbrance on the Property; and,

WHEREAS, the Agency and Roper desire to release certain exceptions and covenants set forth in the Deed; and,

WHEREAS, the Agency and Roper have jointly prepared the *Termination and Release of Disposition and Development Agreement and Release of Deed Exceptions and Covenants* (the "Termination and Release"), attached hereto as Exhibit A and incorporated herein, in order effectuate the changes desired by the parties; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Termination and Release and to authorize the Chairman and Secretary to execute same.

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

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

Section 2: That the *Termination and Release of Disposition and Development Agreement and Release of Deed Exceptions and Covenants*, attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the President and Secretary of the Agency Board of Commissioners is hereby authorized to execute the *Termination and Release of Disposition and Development Agreement and Release of Deed Exceptions and Covenants* and thereafter have the document recorded with the Ada County Recorder.

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 February 13, 2017.
Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the
Board of Commissioners on February 13, 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _____
John Hale, Chairman

ATTEST:

By: _____
Secretary

After Recording, Please Return to:
Capital City Development Corporation
Attention: Mary E. Watson
121 N. 9th Street, Suite 501
Boise, ID 83702

**TERMINATION AND RELEASE OF DISPOSITION AND
DEVELOPMENT AGREEMENT
AND RELEASE OF DEED EXCEPTIONS AND COVENANTS**

This Termination and Release of Disposition and Development Agreement and Release of Deed Exceptions and Covenants is made this ____ day of _____ 2017, (“Release”) by the Urban Renewal Agency of the City of Boise, Idaho, also known as Capitol City Development Corporation and formerly known as Boise Redevelopment Agency, an independent public body, corporate and politic, of the State of Idaho (“CCDC”) and Roper Clothing Company, an Idaho corporation (the successor in interest to Roper Investment Company) (“Roper”).

RECITALS

- A. CCDC and Roper entered into a Disposition and Development Agreement on March 18, 1988 (the “Capitol Terrace DDA”), which governed their respective duties and obligations related to development of certain real property described in Exhibit A, hereto (the “Property”).
- B. The duties and obligations contained in the Capitol Terrace DDA have been satisfied, have expired, or will expire.
- C. CCDC and Roper desire to terminate the Capitol Terrace DDA and all rights and obligations set forth therein and release the Capitol Terrace DDA from the records affecting the Property and remove it as an encumbrance on the Property.
- D. CCDC is the Grantor under that certain Grant Deed dated May 24, 1988, recorded as Instrument No. 8825149 (“Deed”) for certain real property described in Exhibit A to the Deed.

E. The Deed contains certain exceptions and covenants that have been satisfied, have expired, or will expire.

F. CCDC desires to release and clarify the expiration of certain exceptions and covenants set forth in the Deed.

Therefore, CCDC and Roper agree and declare as set forth below:

TERMINATION AND RELEASE OF DDA

Upon the recording of this Release, the Capitol Terrace DDA is hereby terminated and to the extent that it is an encumbrance of record against the Property due to its express incorporation into other recorded instruments, CCDC and Roper do hereby agree that neither the Capitol Terrace DDA nor any provision of the Capitol Terrace DDA incorporated by reference into other instruments shall be binding upon the Property nor shall the covenants contained in the Capitol Terrace DDA be deemed to run with the land.

RELEASE OF DEAD EXCEPTIONS AND COVENANTS

1. With regard to subparagraph 1.e of the Deed, CCDC declares:
 - a. There are no implementation agreements except for those documents, if any, that have been recorded in the real property records of Ada County, Idaho, prior to the date hereof.
 - b. The covenants, conditions, and restrictions set forth in Subparagraph 1.e are hereby released and shall not be binding on the Property nor shall the covenants be deemed to run with the land.
2. With regard to subparagraph 1.f of the Deed, pursuant to section 201A and Attachment No. 5 of the DDA, CCDC declares that its first right of refusal and option to re-acquire air rights above the Property expired on March 1, 2006.
3. CCDC declares that Subparagraphs 1.g, h, i, and j, and Paragraphs 6, 7, 8, 9, 10, and 11 of the Deed are hereby released and shall not be binding on the Property nor shall the covenants contained therein be deemed to run with the land.
4. Attached as Schedule 1 to this Release is a true and correct copy of a Certificate of Completion of Construction of Improvements dated March 12, 1990, which is the Certificate of Completion mentioned in the Deed. In accordance with the Certificate of Completion and the DDA, CCDC declares paragraphs 3, 4, and 5 of the Deed are hereby released. The covenants, conditions, and restrictions set forth in Paragraphs 3, 4, and 5 of the Deed shall not be binding on the Property nor shall the covenants contained therein be deemed to run with the land.

5. The provisions of this Release shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.
6. Nothing contained herein terminating the Capitol Terrace DDA shall impair, restrict, or otherwise invalidate any other rights, interests, and obligations of the parties hereto, or their respective successors or assigns set forth in any other document or instrument.
7. This Release may be executed in one or more counterparts and shall be recorded.

SIGNATURES ON FOLLOWING PAGES

**URBAN RENEWAL AGENCY OF THE CITY OF BOISE, IDAHO,
a/k/a CAPITOL CITY DEVELOPMENT CORPORATION,
f/k/a BOISE REDEVELOPMENT AGENCY**

By: _____
John Hale, Chair

By: _____
Pat Shalz, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____ 2017, before me the undersigned notary public in and for said State, personally appeared John Hale and Pat Shalz, known or identified to me to be the Chair and the Secretary, respectively, of URBAN RENEWAL AGENCY OF THE CITY OF BOISE, IDAHO, a/k/a CAPITAL CITY DEVELOPMENT CORPORATION, f/k/a BOISE REDEVELOPMENT AGENCY, the independent public body, corporate and politic, that executed the within and foregoing instrument, and acknowledged to me that they executed the same on behalf of said Urban Renewal Agency of the City of Boise, Idaho.

Notary Public for Idaho
My Commission Expires _____

ROPER CLOTHING COMPANY

By: _____
Jeffrey C. Roper, President

STATE OF IDAHO)
) ss.
County of Cassia)

On this _____ day of _____ 2017, before me the undersigned notary public in and for said State, personally appeared Jeffrey C. Roper, known or identified to me to be the President of Roper Clothing Company, an Idaho corporation, who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

Notary Public for Idaho
My Commission Expires _____

EXHIBIT A
ATTACHMENT NO. 2
DESCRIPTION OF THE SITE

The Site consists, generally, of Lots 1 through 4 and the westerly seven feet of Lot 5, and Lots 7 through 12 in Block 3 of Boise City Original Town Site according to the official plat thereof filed in Book 1 of Plats at page 1, records of Ada County together with alley as delineated on said plat and vacated by vacation order, recorded _____, 1988, as Instrument No. _____, records of Ada County, Idaho, together with a portion of a vacated right-of-way; Eighth Street adjacent to Block, vacated by vacation order, recorded March 31, 1988, as Instrument No. 8815128, records of Ada County, Idaho.

The Eighth Street Retail Parcel consist, generally, of all or portions of Lots 1, 2, 7, and 8 of Block 3.

The Public Parking Garage Parcel consists, generally, of the remainder of the Site.

The Air Rights Parcel consists, generally, of an as yet undefined air rights space, generally located above the Eighth Street Parcel to include floors or levels three, four, five, and six.

The above descriptions shall all be subject for revision to be mutually agreed upon between the Developer and Agency following the survey needed to prepare a preliminary subdivision plat and then subject to subsequent revision at the time of the creation and filing of the condominium description and declaration.

MAR 12 1990

COPY

Schedule 1

CERTIFICATE OF COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

The Urban Renewal Agency of Boise City, aka Capital City Development Corporation, formerly known as the Boise Redevelopment Agency ("Agency"), and independent public body corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the state of Idaho (Chapter 20, Title 50, Idaho Code) whose street address is 805 West Idaho, Suite 200, P.O. Box 987, Boise, Idaho 83701, hereby certifies that all the required improvements, construction and redevelopment (collectively the "Improvements") regarding the Capitol Terrace Redevelopment Project have been completed. Roper Investment Company (the "Developer"), an Idaho corporation, having its principal office at 1263 Overland Avenue, Burley, Idaho 83318 is the developer of that certain real property described in Exhibit "A" annexed hereto and by this reference incorporated herein (the "Site"). The construction and completion of the Improvements on the Site have been completed in accordance with the provisions and conform with the uses specified in the Urban Renewal Plan (the "Plan") as amended and restated by the Agency and approved by the Boise City Council, September 1, 1987, for the Boise Central District, Urban Renewal Project I, Idaho R-4 and Project II, Idaho R-5, which Plan is incorporated herein by reference. The Improvements as constructed also meet the

requirements set forth in the Disposition and Development Agreement ("DDA"), dated March 18, 1988, between the Agency and the Developer, which DDA is incorporated herein by reference. The Improvements as constructed also meet the requirements set forth in the covenants contained in that certain Grant Deed dated May 24, 1988, recorded in the office of the Clerk and Recorder, Ada County, state of Idaho, on May 26, 1988, bearing Instruction No. 8825149.

This Certificate is issued in accordance with Section 324 of the Disposition and Development Agreement and only for said purposes of Section 324. This Certificate of Completion shall be a conclusive determination of the satisfaction of the agreements and requirements as set forth in the DDA and the Plan; provided that the Agency does not hereby relinquish any right to enforce the covenants that survive such completion of construction and run with the property as set forth in the Grant Deed, included but not limited to paragraphs 1, 2, 6, 7, 8, 9, 10, and 11. Provided, however, that by this Certificate of Completion, paragraphs 3, 4, and 5 of the Grant Deed are hereby deemed released. For purposes of this Certificate of Completion, the Agency acknowledges that the Developer is the fee simple absolute owner of the following condominium units, described in Exhibit A: Units 1, 2, 3, 4, 5, 7, 8 and 10 of the Capitol Terrace Condominium.

URBAN RENEWAL AGENCY OF BOISE
CITY, aka CAPITAL CITY
DEVELOPMENT CORPORATION

By:

Its:

Gail M Baker
Chairperson

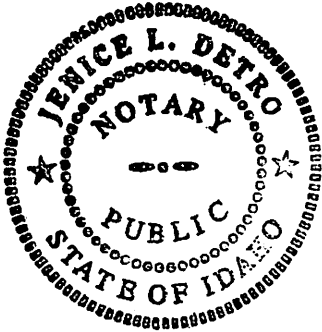
STATE OF IDAHO

COUNTY OF ADA

)
) SS.:
)

On this 12th day of March, 1990, before me, JENICE L. DETRO, a Notary Public in and for said state, personally appeared Sara H. Baker, known to me to be the Chairperson of Urban Renewal Agency of Boise City, aka Capital City Development Corporation, who executed the within and foregoing instrument, and acknowledged to me that Capital City Development Corporation executed the same.

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



Jenice L. Detro
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires 1-22-96

EXHIBIT "A"

Description of the Property

Condominium Unit Nos. 1, 2, 3, 4, 5, 7, 8, and 10 of the Capitol Terrace Condominium, a resubdivision of part of Block 3, Boise City Original Townsite, Section 10, T. 3 N., R. 2 E., B.M., Ada County, Idaho. Recorded at the Book of Records, Book 56, page 5172.

Together with their appurtenances

And an undivided interest to the rights of the Capitol Terrace Condominium Association, Inc., in

Condominium Unit Nos. 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114 and 115 of the Capitol Terrace Condominium, a resubdivision of part of Block 3, Boise City Original Townsite, Section 10, T. 3 N., R. 2 E., B.M., Ada County, Idaho. Recorded at the Book of Records, Book 56, page 5172.

Together with their appurtenances.



AGENDA BILL

Agenda Subject: Election of Officers, Approval of Executive Committee Charge, Designation of Executive Committee Members, Designation of Secretary Pro Tempore.		Date: February 13, 2017
Staff Contact: John Brunelle	Attachments: 1 - CCDC By Laws 2 - Executive Committee Charge	
Action Requested: 1) Elect Executive Committee Officers a. Chair b. Vice Chair c. Secretary/Treasurer 2) Appointment of At-Large Member 3) Approval of Executive Committee Charge and 4) Designation of Secretary Pro Tempore		

Fiscal Notes:

No Change

Background:

ART III/Section 2 prescribes an annual election of officers in January of each year.

ART IV/Section 2 allows for the Board to confirm the Executive Committee charge and appoint the At-Large member to Executive Committee.

ART III/Section 5 allows for the Board to appoint a person to serve as Secretary Pro Tempore as backup to the officers.

Staff Recommendation:

Elect the Executive Committee officers, appoint the At-Large member, approve the Executive Committee Charge, and designate Ross Borden, CCDC Finance Director, as Secretary Pro Tempore.

Suggested Motion:

I move to elect the Executive Committee officers as presented, appoint the At-Large member of Executive Committee, approve the Executive Committee Charge, and designate Ross Borden, CCDC Finance Director, as the Secretary Pro Tempore.

RESOLUTION NO. 1243

**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,
REPEALING THE EXISTING BYLAWS OF THE CAPITAL
CITY DEVELOPMENT CORPORATION; ADOPTING THE
AMENDED AND RESTATED BYLAWS 2010 OF THE
CAPITAL CITY DEVELOPMENT CORPORATION WHICH,
AMONG OTHER THINGS, INDICATES HOW CORPORATE
DOCUMENTS ARE TO BE EXECUTED ON BEHALF OF THE
CORPORATION; AUTHORIZING THE CHAIRMAN,
EXECUTIVE DIRECTOR AND SECRETARY TO TAKE ALL
NECESSARY ACTION REQUIRED TO IMPLEMENT THIS
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 Agency Board by the adoption of Resolution No. 829 in June 2000,
approved and adopted new Bylaws of the Agency Board;**

**WHEREAS, the Agency Board by the adoption of Resolution No. 1063 in June 2006,
approved and adopted Amended and Restated Bylaws of the Agency Board;**

**WHEREAS, since 2006 three additional amendments were approved by Resolution No.
1151 in July 2008, Resolution No. 1176 in March 2009 and Resolution No. 1183 in June 2009;**

**WHEREAS, Article V of such Bylaws allows for repeal of existing Bylaws and adoption
of new Bylaws by a majority vote of all members of the Board of Commissioners at any regular
or special meeting;**

**WHEREAS, the Board finds it in the best interest of the Agency to adopt the Amended
and Restated Bylaws 2010 which incorporates all changes since 2006 and provisions for
technical revisions;**

**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 all previous Bylaws of the Capital City Development Corporation and amendments to such Bylaws are hereby repealed, superseded and replaced by the Amended and Restated Bylaws 2010, dated December 13, 2010, attached to this Resolution as Exhibit A and incorporated herein are hereby adopted.

Section 2: That the Chairman, Executive Director and Secretary of the Agency are hereby authorized to take all required action to implement this resolution and the Bylaws.

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 December 13, 2010.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on December 13, 2010.

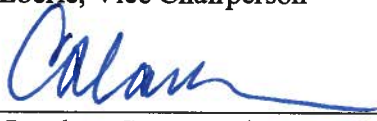
APPROVED:



John S. May, Chairman



David Eberle, Vice Chairperson

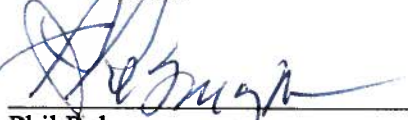


Cheryl Larabee, Secretary / Treasurer




John Hale

Chuck Hedemark



Phil Reberger



Patrick Shalz


Alan Shealy

ATTEST:

By 
Cheryl Larabee, Secretary

AMENDED AND RESTATED
BYLAWS
OF
CAPITAL CITY DEVELOPMENT CORPORATION
December 2010

ARTICLE I

Name

The Urban Renewal Agency for the City of Boise as created pursuant to the provisions of the Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50, Idaho Code) shall be known as the "Capital City Development Corporation" (hereinafter "Corporation") but shall also be authorized to use the name "Urban Renewal Agency of Boise City" if and as required.

ARTICLE II

Board of Directors

Section 1. The property, business, powers, and affairs of the Corporation shall be managed and controlled by the Board of Commissioners thereof. The Board of Commissioners is vested with all powers as provided by the Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50, Idaho Code), as the same now exists, or as may be amended hereafter.

Section 2. The Board of Commissioners shall consist of a number of members determined in accordance with the provisions of Section 50-2006, Idaho Code, as the same now exists, or as may be amended hereafter, and as appointed by the Mayor of the City of Boise City with the advice and consent of the Boise City Council.

Section 3. Commissioners shall receive no compensation for their services but shall be entitled to the necessary expenses, including travel expense, incurred in the discharge of their duties.

Section 4. Each Commissioner shall hold office until his or her successor has been appointed and qualified. A certificate of the appointment or reappointment of a Commissioner shall be filed with the City Clerk of the City of Boise, Idaho, and such certificate shall be conclusive evidence of the due and proper appointment of such Commissioner.

Section 5. The qualifications and eligibility of persons to serve on the Board of Commissioners shall be as defined and described in Section 50-2006, Idaho Code, as the same now exists, or may be amended hereafter.

Section 6. The Board of Directors shall hold regular meetings at the Agency offices, 121 North 9th Street, Suite 501, Boise, Idaho, the second Monday of each month at the hour of 12 o'clock (noon). Regular and special meetings shall be held at the above noted location unless legally noticed for a different location provided in accordance with Idaho State Statutes.

Section 7. The Chairman or a majority of the Board of Commissioners has the power to call special meetings of the Board, the object of which shall be submitted to the Board as is appropriate to the circumstances or as otherwise provided by law; the call and object, as well as the disposition thereof, shall be entered upon the minutes of the Secretary. Notice for a special

meeting to deal with an emergency involving injury or damage to persons or property, or the likelihood of such injury or damage or other recognized emergency items, shall be as required by state law.

Section 8. A majority of the members of the Board of Commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of the Corporation and for all other purposes. Official action may be taken by the Board of Commissioners upon a vote of a majority of the members thereof present at a duly convened regular or special meeting at which a quorum is present. Actions of the Board to elect officers, to adopt or amend the annual budget, to adopt or amend an urban renewal plan, or to hire or remove the Executive Director, require a majority vote of the entire Board.

Section 9. The Board of Commissioners by majority vote may employ an Executive Director, who shall serve as the Chief Executive Officer of the Corporation. The Board of Commissioners or as delegated to the Executive Director serves at the pleasure of the Board and may be removed by a majority vote of the Board. The Executive Director is empowered to employ technical experts, legal counsel, and such other agents and employees, permanent and temporary, as the Corporation may require. The compensation for all said persons so employed shall be determined by the Executive Director in accordance with the adopted Compensation Plan of the Corporation or as approved by the Executive Director as may be delegated by the Board.

Section 10. The Board of Commissioners shall file with the City Clerk, City of Boise, Idaho, on or before March 31 of each year (or such date as may be set by state law), a report of its activities for the preceding calendar year which report shall include a complete financial statement setting forth the Corporation's assets, liabilities, income, and operating expenses as of the end of such calendar year. At the time of filing said report the Board shall cause to be published in The Idaho Statesman, Boise, Idaho, a notice to the effect that such report is available for inspection during the regular business hours in the office of the City Clerk and in the office of the Corporation

Section 11. For inefficiency or neglect of duty or misconduct in office, a Commissionerr may be removed only after a hearing and only after he or she shall be given a copy of the charges at least ten (10) days prior to such hearing and shall have had an opportunity to be heard in person or by counsel.

ARTICLE III

Officers

Section 1. The officers of the Corporation shall be a Chairman, Vice Chairman, Secretary, Treasurer (or the combined office of Secretary/Treasurer) and such other officers, as the Board of Commissioners may deem necessary. Only the Chairman and Vice Chairman need be members of the Board of Commissioners.

Section 2. The Board of Commissioners shall elect the Chairman, Vice Chairman, Secretary, Treasurer, Secretary/Treasurer and such other officers as are deemed necessary for a term of one (1) year and until his or her successor is duly elected and qualified. Such elections shall occur at the first regular meeting held in January. Officers elected at that meeting shall hold office until the first regular meeting the following year.

Section 3. The Chairman shall be the chief presiding officer of the Corporation. The Chairman shall execute all deeds, bonds, contracts, and other legal documents authorized by the Board

provided, however, that the Board may delegate certain of said duties to the Executive Director of the Corporation. The Chairman shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Chairman shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 4. The Vice Chairman shall be possessed of all the powers and shall perform all the duties of the Chairman in the absence or disability of the Chairman. The Vice Chairman shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Vice Chairman shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 5. The Secretary shall cause to be kept the minutes of all proceedings of the Board; shall cause the giving and serving of all notices of meetings of the Board as required; shall provide for the execution, along with the Chairman or other corporate officer, in the name of the Corporation all deeds, bonds, corporate instruments, any other documents required by state and/or federal law to be attested, and any document as requested by a third party as authorized by the Board and shall be the custodian of the Corporation seal, books, bylaws, and such other books, records, and papers of the Corporation as the Board shall direct. In addition, he or she shall perform other duties and have such responsibilities as may be designated by the Board. In case of the absence or disability of the Secretary or his or her refusal or neglect to perform such duties, all duties required of the Secretary may be performed by the Chairman or Vice Chairman or such other person as may be designated by the Board. The Board may also appoint a temporary Secretary who may be an employee of the Agency to carry out these duties when the Secretary is absent.

Section 6. The Treasurer shall have the general custody of all the funds and securities of the Corporation and shall have general supervision of the collection and disbursement of funds of the Corporation. He or she shall provide for endorsement on behalf of the Corporation, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as the Board may designate. He or she may sign, with the Chairman or such other person or persons as may be designated for said purpose by the Board of Commissioners, all negotiable instruments. He or she shall enter, or cause to be entered, regularly in the books of the Corporation, full and accurate account of all monies received and paid by him or her on account of the Corporation; shall at all reasonable times exhibit the Corporation books and accounts to any Commissioner of the Corporation at the office of the Corporation during regular business hours; and, whenever required by the Board or the Chairman, shall render a statement of his or her accounts. He or she shall perform such other duties as may be prescribed from time to time by the Board or by the Bylaws. The Treasurer shall give bond for the faithful performance of his or her duties in such sum and with such surety as shall be approved by the Board.

Section 7. If any of the foregoing offices shall, for any reason, become vacant, the Board of Commissioners shall elect a successor who shall hold office for the unexpired term and until a successor is elected and qualified.

Section 8. The Board of Directors may appoint an Executive Director for the Corporation. The Executive Director shall be the chief executive officer of the Corporation, shall serve at the pleasure of the Board, and shall have such powers and duties as may be assigned to him or her by the Board of Commissioners.

ARTICLE IV

Miscellaneous

Section 1. The seal of the Capital City Development Corporation shall be circular in form and shall have the name of the Corporation on the circumference and shall have the words "Corporate Seal Idaho" in the center.

Section 2. The Board of Commissioners may appoint one or more committees to investigate and study matters of Corporation business and thereafter to report on and make recommendations concerning said matters assigned to the Board of Commissioners. When possible each of said committees should be chaired by a member of the Board, but said committees may be comprised of persons other than members of the Board of Commissioners. Unless specifically delegated by a majority vote of the Commission, and as allowed by law, regulation or applicable urban renewal plan provision, no such committee shall have the power to make final Corporation decisions with power being vested solely in the Commissioners. The terms of office, the persons serving, the matters to be studied, and all procedural decisions shall be made and decided by the Board of Commissioners.

The Board of Commissioners finds it in the best interests of the Corporation to establish an Executive Committee, consisting of the Board Chairman, Vice Chairman, Secretary/Treasurer, and a non-officer Board member, to investigate and study certain matters of the Corporation without the necessity of convening a meeting of the full Board of Commissioners. The Executive Committee shall report its activities to the full Board at one of the monthly Board meetings. Specific matters to be studied and any procedural protocol of the Executive Committee shall be defined by the Board of Commissioners and may be revised from time to time as appropriate by the full Commission.

Section 3. In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Commissioners, the Treasurer of the Corporation, with the approval of the Chairman, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he or she may deem necessary or appropriate. Payments from such bank accounts are to be made upon the check of the Corporation, each of which checks shall be signed by two of such Commissioners, officers, or bonded employees of the Corporation as shall be authorized by the Board of Commissioners.

Section 4. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern regular and special meetings of the Board of Commissioners in all cases to which they are applicable and in which they are not inconsistent with these Bylaws or state law and any special rules of order the Board of Commissioners may adopt.


ARTICLE V


Amendments

These Bylaws may be repealed, amended, or new Bylaws adopted at any regular or special meeting for such purpose of the Board of Commissioners by a majority vote of all members of said Board.

We, the undersigned, being all of the members of the Board of Commissioners of the Capital City Development Corporation, do hereby certify that the foregoing Bylaws-were duly and regularly adopted as the Bylaws of said Corporation on the 13th day of December, 2010, and those prior Bylaws of the Corporation adopted by the Board of Commissioners on June 8, 2009, or as amended since June 8, 2009, are hereby repealed, superseded and released by these Bylaws.

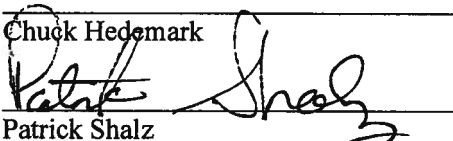

John S. May, Chairman


Phil Reberger, Vice Chairperson


Cheryl Larabee, Secretary / Treasurer


David Eberle


John Hale


Patrick Shalz


Alan Shealy

The undersigned, secretary of Capital City Development Corporation, hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of said Corporation on the 13th day of December, 2010.


Cheryl Larabee, Secretary



EXECUTIVE COMMITTEE (EC) 2017

*Study Areas & Protocols pursuant to:
ARTICLE IV, Section 2, of the
Adopted Bylaws of CCDC (December 13, 2010)*

Per ART IV/SECTION 2:

Members: Board Chair, Vice Chair, Secretary/Treasurer, Non-Officer Member appointed by Board

Purpose: To investigate and study certain matters of the Corporation without the necessity of convening a meeting

Reporting: The EC shall report its activities to the full Board of Directors as appropriate

Powers: No final decisions are made by the EC unless delegated by majority vote of the Board

Appointments: Terms and persons, study areas, and procedural decisions are reserved to the full Board

AS CURRENTLY ASSIGNED: To facilitate efficient work accomplishment by staff, it is desirable to supplement the volunteer Board efforts with the efforts of the EC to maintain close communications, coordinate efforts, receive feedback and advice, and to tend to general ministerial functions of the Agency.

- Personnel: Pursuant to the Agency's adopted personnel manual, pay plan, and budget, the EC will review annual salary adjustments with the ED as requested/appropriate. The EC advises the ED regarding any organizational, performance, reclassifications of position responsibilities, or pay issues which can be managed within the approved budget.
- Finance: The EC serves as budget advisor in preparing a draft budget for review and adoption by the full Board. Pursuant to the Agency's adopted budget, the EC provides oversight and direction in the execution of the budget and acts as a financial advisor on related issues.
- Audit: The EC will serve as the Agency's audit committee. The Board will formally receive the annual financial report/audit.
- Issues: The EC is empowered by the Board to serve as a "sounding board" for issues and to advise, plan, steer, coordinate, and calendar Board activities necessary to manage Agency issues and affairs for the benefit of the Board. Agency issues may be numerous and likely cover a broad range of topics given the Agency's charge. Regular reports to the Board provide communication and coordination.
- Procedure: The Board approves all Agency *policies*. The EC may review Agency operational procedures or practices as needed pursuant to adopted policies or other ministerial matters.



AGENDA BILL

Agenda Subject FY 2016 Financial Statements Audit Report		Date February 13, 2017
Staff Contact Ross Borden, Finance Director	Attachment <ol style="list-style-type: none">1. Audit Committee Agenda2. Independent Auditor's Communication to Those Charged with Governance (AU 260)3. Independent Auditor's Report of the Agency's FY 2016 Financial Statements	
Action Requested Accept independent auditor Eide Bailly LLP's report of the Agency's FY 2016 financial statements and authorize distribution to statutorily-required entities.		

Background

Idaho Code requires a full and complete audit of the Agency's financial statements to be performed each year by an independent auditor in accordance with generally accepted governmental auditing standards (Sections 67-450(b) and 50-2006(d), Idaho Code).

These annual audits must then be filed within 10 days of receipt with the Agency's "local governing body" (the City of Boise) and the Idaho Legislative Services Office. Covenants in the Agency's outstanding bonds also require the audits to be provided to trustees and relevant financial institutions each year.

The Executive Committee – serving concurrently as the Board's Audit Committee – formally received this audit report from Eide Bailly earlier today. The Audit Committee and independent auditors discussed the audit report with staff present and then with staff excused.

Fiscal Note

The Agency engaged Eide Bailly LLP to conduct an independent audit its FY 2016 financial statements for a \$38,250 not-to-exceed amount including expenses.

Staff Recommendation

Accept the Eide Bailly audit report of the Agency's FY 2016 financial statements and authorize staff to file the report with the statutorily-required entities.

Suggested Motion

I move to accept independent auditor Eide Bailly's report of the Agency's Fiscal Year 2016 financial statements and authorize staff to deliver the audit report to all required entities.



AUDIT COMMITTEE AGENDA

Executive Committee serves concurrently as Audit Committee

11:00 – 11:30, Monday, February 13, 2017

1. **Call to Order.**
 - Chairman Hale
2. **FY 2016 Audit Report Presentation by independent auditor Eide Bailly, LLP.**
 - Kevin Smith, Audit Partner
3. **Discussion.**
4. **Executive Committee discussion with Independent Auditors.**
 - Agency staff dismissed
5. **Update: Risk-Based Cycling Review / Agreed Upon Procedures.**

- Ross Borden, Finance Director
- Joey Chen, Controller, RBCR / AUP Lead

Background: CCDC's Risk-Based Cycling Review Policy provides for external assessments of Agency internal controls, policies, procedures and practices. The Executive Committee in its role as Audit Committee drives this policy in consultation with the Board.

The Executive/Audit Committee approved this 3-Year plan in March 2015.

- **Year 1 / FY2015:** Review internal controls of recently automated parking garage access control system.
 - **Status: Completed** December 2015. Executive / Audit Committee approved Final Report and Management Response.
- **Year 2 / FY 2016:** Review computer system security policies and procedures.
 - **Status: Completed** November 2016. Executive / Audit Committee approved Final Report and Management Response.
- **Year 3 / FY 2017:** Review accounting and contract management policies, internal controls, conformity to best practices and documentation.
 1. Adequacy of chart of accounts structure to facilitate proper classification of transactions and informative reporting.
 2. Sufficiency of procedures, including documentation, for basic accounting activities: Accounts Payable, Purchase Order, Accounts Receivable, ACH payment processing, wire transfers, credit card expenditure processing, general ledger entries, payroll processing, monthly and year end closing procedures.
 3. Contract Management: conformity to best practices; sufficiency of procedures to insure conformity.
- **Consider** additional RBCR / AUP topics.

11:30 Break / Lunch

Noon Board of Commissioners Regular Monthly Meeting



February 10, 2017

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

We have audited the financial statements of the governmental activities, each major fund of Capital City Development Corporation (Agency), for the year ended September 30, 2016. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 7, 2016. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Agency are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2016. We noted no transactions entered into by the Agency during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the Agency's financial statements was:

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

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements was (were):

The disclosure of long-term debt in Note 6 to the financial statements discloses the various debts held by the Agency, as well as the related terms, prepaid interest, premiums, discounts and payment schedules.

The disclosure of employer pension assumption in Note 7 to the financial statements is sensitive as this footnote supports the assumptions made and inputs used to determine the employer pension assumption.

The disclosures of commitments and significant contracts agreements are in Notes 9 and 10, respectively. These notes disclose possible future cash outflows that are or may be required of the Agency.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We are pleased to report that no such misstatements were identified during the course of our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 10, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Agency's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis, Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual, Schedule of Employer's Share of Net Pension Liability and Schedule of Employer Contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

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

Very truly yours,

A handwritten signature in black ink that reads "Eric Sully LLP". The signature is written in a cursive, flowing style.

Boise, Idaho



Financial Statements
September 30, 2016

Capital City Development Corporation

CAPITAL CITY DEVELOPMENT CORPORATION

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Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2016 and the related notes to the financial statements, which collectively comprise Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Agency's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Capital City Development Corporation as of September 30, 2016, and the results of its operations for the year ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, budgetary comparison information, schedule of employer's share of net pension liability, and schedule of employer contributions as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated February 10, 2017 on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That reports is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eric Sully LLP". The signature is written in a cursive, flowing style.

Boise, Idaho
February 10, 2017

CAPITAL CITY DEVELOPMENT CORPORATION

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2016

This section of Capital City Development Corporation's (the Agency's) annual financial report is provided by the management in accordance with GASB requirements to assist the reader in identifying and reviewing key issues and financial activity for the fiscal year ending September 30, 2016. Since this discussion and analysis focuses on the current fiscal year's activities and is a summary, the reader is encouraged to review the financial statements and notes which follow this section to gain a complete understanding of the Agency's finances.

Financial Highlights

- The Agency's total assets and deferred outflows of resources exceeded its liabilities and deferred inflow of resources at the close of the fiscal year 2016 by \$37,796,202. Of this total, \$14,533,359 is invested in capital assets (net of debt).
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of \$35,004,757, of which \$34,405,846 is nonspendable, restricted, committed or assigned.
- During fiscal year 2016 the Agency's expenses were \$12,674,685 compared to the \$15,288,248 reported in 2015. The change was primarily due to the decrease in interest on long-term debt with the Ada County Courthouse Project Bond payoff in fiscal year 2015.
- Total revenues increased by \$1,859,035. The majority of the increase was a result of increased property tax increment revenue.
- Interest and fees expense on long-term debt in governmental activities decreased by \$2,001,067 compared with fiscal year 2015, consistent with the payoff of the Ada County Courthouse Project Bond in 2015.
- The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues increased \$676,297 primarily due to: 1) monthly parking rate increased effective on January 1, 2016, 2) increased parking activity and 3) continued parking revenue collection efficiency due to installation of new PARCS automated parking control equipment in 2014. Revenue allocation increased about 12.8% or \$1,511,032 in fiscal year 2016 as compared to the prior year due to the increased property valuations and new construction in Agency urban renewal districts.

Overview of the Financial Statements

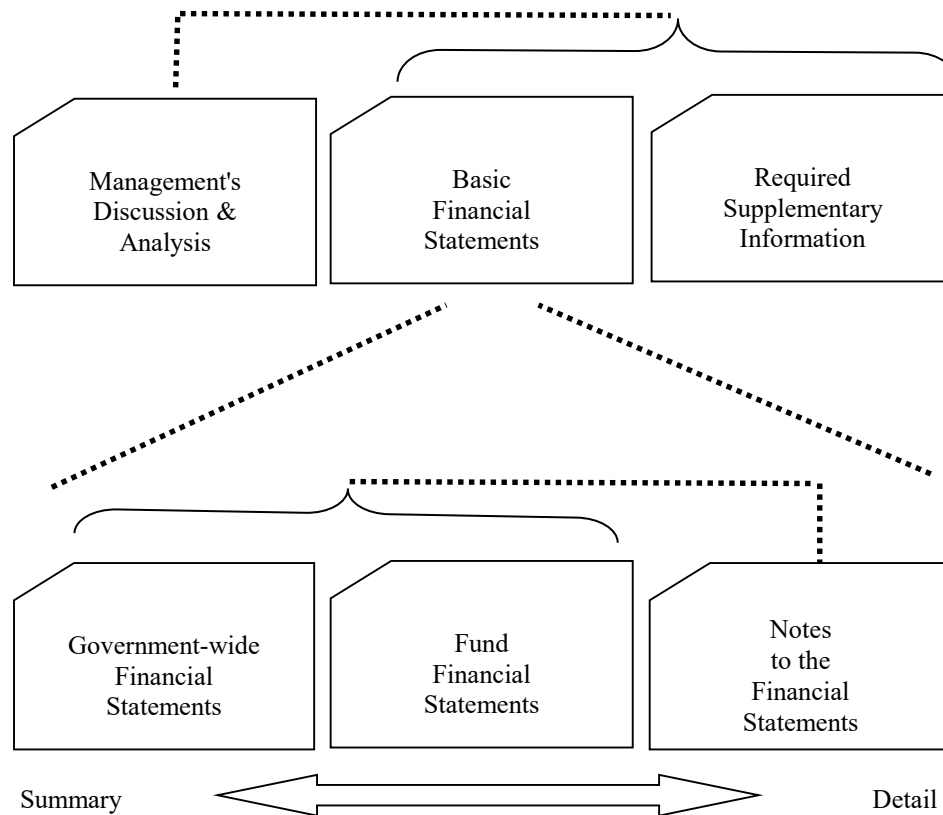
The format of this report allows the reader to examine combined financial statements to view the Agency as a whole (Agency-wide) as well as information on individual fund activities. This financial report consists of three parts: 1) Management Discussion & Analysis, 2) Basic Financial Statements, and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

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016

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

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

Figure A - Required Components of CCDC Annual Financial Report



CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016

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

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

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

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

Government-Wide Financial Statements

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

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016

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

The Statement of Activities provides information showing changes made to the Agency's net position during fiscal year 2016. Financial activity shown on this statement is reported on an accrual basis (at the time the underlying event causing the change occurs, rather than at the time the cash flows happen). Thus revenue and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods. All of the year's revenues and expenses are accounted for in the Statement of Activities. The Agency's principal activities relate to planning and facilitation of quality private development, public infrastructure improvements, operation of the downtown parking system, and issuance of debt financing for larger strategic projects. The Agency's program operation, urban renewal activities and parking system operation are included in the governmental activities. The individual district activities are tracked separately and combined for reporting purposes.

Fund Financial Statements

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

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

Notes to the Financial Statements

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

Agency-Wide Financial Analysis

Table 1 reflects the condensed fiscal year 2016 and fiscal year 2015 Statement of Net Position. Increases or decreases in Net Position value may vary significantly with variations in debt service payments, the timing of large public improvement projects, or the purchase or sale of land, buildings, and parking facilities. The Agency's total Net Position increased \$8,522,260 compared to fiscal year 2015. The increase is the result of planned capital projects deferred to future budget years and continued increase of property tax increment revenues.

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016

Table 1
Statement of Net Position
As of September 30, 2015 and 2016

			Percentage Change 2015-2016
	2015	2016	
Current & Other Assets	\$ 40,240,182	\$ 50,877,527	26.4%
Capital Assets	22,222,029	24,619,146	10.8%
Total Assets	62,462,211	75,496,673	20.9%
Deferred Outflows of Resources	444,730	494,324	11.2%
Long-term Debt Outstanding	18,396,459	21,578,832	17.3%
Other Liabilities	1,546,518	2,304,877	49.0%
Total Liabilities	19,942,977	23,883,709	19.8%
Deferred Inflows of Resources	13,765,022	14,311,086	4.0%
Net Position			
Net Investment in			
Capital Assets	16,051,747	14,533,359	(9.5%)
Restricted & Unrestricted	13,147,195	23,262,843	76.9%
Total Net Position	\$ 29,198,942	\$ 37,796,202	29.4%

Approximately 38% of the Agency's net position is invested in Capital Assets (i.e. land, buildings, equipment, parking facilities, and other) with the remaining balance in other net assets to provide for ongoing obligations and subsequent year activities.

Table 2 provides a summary of the Agency's operation for the fiscal year ended September 30, 2016. Prior year data is presented for comparison purposes.

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016

Table 2
Statement of Activities
For Years Ended September 30, 2015 and 2016

	2015	2016	Percentage Change 2015-2016
Revenues			
Program Revenues			
Charges for Services	\$ 1,621,402	\$ 194,372	(88.0%)
Operating Grants & Contributions	562,718	1,652,113	193.6%
Parking	5,391,272	6,065,718	12.5%
Total Program Revenue	7,575,392	7,912,203	4.4%
General Revenue			
Property Tax Increment	11,826,169	13,337,201	12.8%
Unrestricted Investment Earnings	11,349	22,541	98.6%
Total Revenues	19,412,910	21,271,945	9.6%
Expenses			
Program Expenses			
Community Development	8,782,209	8,372,953	(4.7%)
Interest on Long-Term Debt	2,990,768	989,701	(66.9%)
Parking Facilities	3,515,271	3,312,031	(5.8%)
Total Program Expenses	15,288,248	12,674,685	(17.1%)
Increase in Net Position	4,124,662	8,597,260	
Net Position - Beginning	25,074,280	29,198,942	16.4%
Net Position - Ending	\$ 29,198,942	\$ 37,796,202	29.4%

Revenues: *Charges for Services* include lease revenues from the Ada County Courthouse Corridor Project. *Operating Grants & Contributions* include various reimbursements. *Parking* revenues include proceeds generated from operating the parking garages. *General Revenues* include earnings on investments. Overall, total Agency revenues increased \$1,859,035 compared with the prior year. Additionally, tax increment revenues increased \$1,511,032 compared to fiscal year 2015, reflecting strong economic conditions and higher property values.

Expenses: *Community Development* includes the general expenses of the Agency related to fulfilling its mission. *Interest on Long-Term Debt* includes the interest portion of payments related to long-term financing arrangements. *Parking Facilities* includes the cost of operating the parking system. Overall, total Agency expenses in fiscal year 2016 decreased \$2,613,563. The change was primarily due to the decrease in interest on long-term debt with the Ada County Courthouse Corridor Project Bond payoff in fiscal year 2015.

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016

Budgetary Highlights

The fiscal year 2016 budget was amended once during the year. The budget was decreased for amounts related to the timing of capital improvement projects that were continued into the next fiscal year.

Capital Assets

Tables 3 and 4 present the Agency's Capital Assets. During fiscal year 2016, the Agency-owned The Grove Plaza's renovation started and a total of \$3,529,101 renovation costs is recorded as construction in progress under capital assets as the renovation was not yet completed as of September 30, 2016. The renovation is expected to complete in the winter of 2016. The Plaza's original construction cost of \$1,089,968 was written off due to the renovation.

Table 3
Capital Assets Net of Depreciation

			Total Dollar Change
	2015	2016	2015-2016
Land	\$ 3,943,660	\$ 3,943,660	\$ -
Construction in Progress	35,364	3,639,979	3,604,615
Buildings, Improvements and Equipment, net	18,243,005	17,035,507	(1,207,498)
Total Capital Assets	\$ 22,222,029	\$ 24,619,146	\$ 2,397,117

Table 4
Major Capital Additions during Fiscal 2016

Beginning Balance	\$ 22,222,029
Capital Additions:	
Construction in Progress	3,610,529
Equipment	70,645
Total Capital Additions	3,681,174
Capital Deletions:	
Improvements other than Buildings	(1,089,968)
Equipment	(58,794)
Accumulated Depreciation for deletions	815,315
Total Capital Deletions	(333,447)
Current Year Transfers of	
Construction in Process to Equipment	(5,914)
Current Year Depreciation	(944,696)
Ending Balance	\$ 24,619,146

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016

Debt Amortization

Table 5 summarizes the principal amounts of the Agency's Long-Term Debt (See also Note 6 – Long-Term Debt). The changes in Long-Term Debt represent the scheduled principal payments on that debt.

Table 5
Long-Term Debt

Activity	Type	Total Dollar Change		
		2015	2016	2015-2016
2010 B-1	Bond	\$ 6,165,000	\$ 5,585,000	\$ (580,000)
2010 C	Note	1,820,000	1,650,000	(170,000)
2011 B	Note	9,935,000	9,025,000	(910,000)
2015	Note	-	4,500,000	4,500,000
Total		\$ 17,920,000	\$ 20,760,000	\$ 2,840,000

Economic Factors

With Downtown Boise is in the middle of an unprecedented period of growth and sustained investment, fiscal year 2016 was about construction projects commencing, continuing and being completed. The Agency is a key participant in many of the developments that comprise multiple use types. Increased property values and new construction on various scales being added to the roll resulted in a 12.8% overall increase in property tax increment revenue for fiscal year 2016.

In the Agency's original urban renewal district, the Central District, the multi-building City Center Plaza constructed with and above Valley Regional Transit's subterranean multi-modal center ("Main Street Station") is transforming the northeast quadrant of The Grove Plaza superblock. That development also houses the Greater Boise Auditorium District's long-sought expansion. An elevated concourse will connect the two facilities via the interposed Century Link Arena / Grove Hotel complex. Those developments have in turn prompted the Agency to renovate its thirty-year-old The Grove Plaza, one of the city's premier community spaces. The City Center Plaza and Main Street Station have been completed and officially opened in October 2016. The Grove Plaza renovation is expected to complete in the winter of 2016, just prior to the termination of the Central District Revenue Allocation Area in fiscal year 2018.

The River-Myrtle / Old Boise District continues to mature and benefit from its proximity to the city center and the Boise River. JUMP (Jack's Urban Meeting Place) officially opened in 2016 and Simplot Corporate headquarters development is well on its way to completion. Across 11th Street immediately to the west of the JUMP / JR Simplot Corporate Offices block, development of a hotel, office building, and parking garage on Pioneer Crossing (previously known as Parcel B) started in the fall of 2016. The Afton condominium development broke ground at 620 S 9th Street in October 2015 and is expected to be completed in the spring of 2017. The property and the now-raised derelict warehouse that came with it had been acquired by the Agency a number of years ago in anticipation of attracting just this type of project. The Agency and the City are collaborating in substantial public improvements in and around the city's first LIV (Lasting, Innovative, Vibrant) District-designated area – Broad Street from 2nd Street to Capitol Boulevard – that will soon be the home of a new hotel and apartment building with structured parking. Further to the west at 13th and River streets Payette Brewing has completed the renovation an existing building into a brew house and corporate offices that opened in the fall of 2016.

CAPITAL CITY DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2016

Fiscal year 2016 was also a good year for the Westside District. Athlos Academies, a charter school service provider, purchased and is renovating the historic CC Anderson / Macy's department store building that sat empty at 10th and Idaho streets for several years. The renovation is expected to complete in the spring of 2017. The Watercooler Apartments development is under construction and is expected to complete in the fall of 2017. A Hyatt Place hotel is also under construction at 11th and Bannock streets with completion expected in the spring of 2017.

The fast-growing, Nampa-based College of Western Idaho acquired the long-vacant, former Bob Rice Ford lot at Main Street and Whitewater Park Boulevard for an Ada County campus that will eventually stimulate interest in the young 30th Street District. A \$180 million bond to build facilities at both this location and at CWI's main campus in Nampa did not receive the necessary supermajority vote in the November 2016 General Election. CWI has stated their intention to bring a redesigned facilities and financing package back to voters in the near future.

Addressing concomitant parking demand with structure parking is an important part of several of the projects.

The Agency is actively engaged with private developers and public agencies to make judicious use of its highly sought-after, catalytic, limited resources.

Further Information Available

This financial report is designed to provide the Agency's citizens, customers, investors and creditors with a general overview of its finances. Contact the Agency at Capital City Development Corporation, 121 N. 9th Street, Suite 501, Boise, ID 83702, 208-384-4264 (Voice), 208-384-4267 (Fax), www.ccdcboise.com with questions about this report or for additional information

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF NET POSITION
SEPTEMBER 30, 2016

	Governmental Activities
ASSETS	
Cash and investments	\$ 30,525,818
Receivables	
Accounts receivable	186,568
Interest receivable	1,463
Taxes receivable	14,229,495
Prepays and deposits	235,459
Restricted cash	3,197,527
Interest in partnership	130,000
Property held for resale or development	2,371,197
Capital assets	
Land, non-depreciable	3,943,660
Construction in progress, non-depreciable	3,639,979
Buildings, improvements, and equipment, net of accumulated depreciation	17,035,507
TOTAL ASSETS	75,496,673
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on debt refunding	92,385
Deferred outflows related to pensions	401,939
TOTAL DEFERRED OUTFLOWS OF RESOURCES	494,324
LIABILITIES	
Accounts payable	1,522,034
Accrued liabilities	106,521
Advanced revenues	14,720
Interest payable	68,078
Capital lease payable	787
Advanced lease payments	592,737
Long-term debt	
Current portion	3,980,000
Long-term	16,780,000
Net pension liabilities	818,832
TOTAL LIABILITIES	23,883,709
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenue - property tax	14,229,495
Deferred inflows related to pensions	81,591
TOTAL DEFERRED INFLOWS OF RESOURCES	14,311,086
NET POSITION	
Net investment in capital assets	14,533,359
Restricted	22,663,932
Unrestricted	598,911
TOTAL NET POSITION	\$ 37,796,202

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2016

Functions / Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental activities					
Community development	\$ 8,372,953	\$ 194,372	\$ 1,652,113	\$ -	\$ (6,526,468)
Interest on long-term debt	989,701	-	-	-	(989,701)
Parking facilities	3,312,031	6,065,718	-	-	2,753,687
Total	<u>\$ 12,674,685</u>	<u>\$ 6,260,090</u>	<u>\$ 1,652,113</u>	<u>\$ -</u>	<u>(4,762,482)</u>
General revenues:					
Property tax increment					13,337,201
Unrestricted investment earnings					22,541
Total general revenues and transfers					<u>13,359,742</u>
Change in net position					8,597,260
Net position, beginning of year					29,198,942
Net position, end of year					<u>\$ 37,796,202</u>

CAPITAL CITY DEVELOPMENT CORPORATION
BALANCE SHEET – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2016

	General Fund	Debt Service Fund	Central District RA Fund	River Myrtle District RA Fund
ASSETS				
Cash and investments	\$ 780,000	\$ -	\$ 6,767,798	\$ 10,174,251
Accounts receivable	972	-	32,910	78,910
Interest receivable	1,463	-	-	-
Taxes receivable	-	-	4,735,533	6,485,001
Prepays	24,067	-	200,000	10,792
Restricted cash	-	-	194,202	351,626
Interest in partnership	-	-	-	130,000
Property held for resale or development	-	-	-	2,371,197
	<u>\$ 806,502</u>	<u>\$ -</u>	<u>\$ 11,930,443</u>	<u>\$ 19,601,777</u>
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable	\$ 77,003	\$ -	\$ 891,687	\$ 231,939
Accrued liabilities	106,521	-	-	-
Advanced revenues	-	-	14,720	-
	<u>183,524</u>	<u>-</u>	<u>906,407</u>	<u>231,939</u>
DEFERRED INFLOW OF RESOURCES				
Unavailable- property tax	-	-	4,735,533	6,485,001
	<u>-</u>	<u>-</u>	<u>4,735,533</u>	<u>6,485,001</u>
FUND BALANCES				
Nonspendable	24,067	-	200,000	2,381,989
Restricted	-	-	6,088,503	10,502,848
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	598,911	-	-	-
	<u>622,978</u>	<u>-</u>	<u>6,288,503</u>	<u>12,884,837</u>
	<u>\$ 806,502</u>	<u>\$ -</u>	<u>\$ 11,930,443</u>	<u>\$ 19,601,777</u>

Westside District RA Fund	30th Street District RA Fund	Parking Fund	Total Governmental Funds
\$ 7,423,410	\$ 556,771	\$ 4,823,588	\$ 30,525,818
849	-	72,927	186,568
-	-	-	1,463
2,506,073	502,888	-	14,229,495
-	600	-	235,459
-	-	2,651,699	3,197,527
-	-	-	130,000
-	-	-	2,371,197
<u>\$ 9,930,332</u>	<u>\$ 1,060,259</u>	<u>\$ 7,548,214</u>	<u>\$ 50,877,527</u>
\$ 41,552	\$ 6,976	\$ 272,877	\$ 1,522,034
-	-	-	106,521
-	-	-	14,720
<u>41,552</u>	<u>6,976</u>	<u>272,877</u>	<u>1,643,275</u>
<u>2,506,073</u>	<u>502,888</u>	<u>-</u>	<u>14,229,495</u>
<u>2,506,073</u>	<u>502,888</u>	<u>-</u>	<u>14,229,495</u>
-	600	-	2,606,656
7,382,707	411,474	2,151,695	26,537,227
-	-	500,000	500,000
-	138,321	4,623,642	4,761,963
-	-	-	598,911
<u>7,382,707</u>	<u>550,395</u>	<u>7,275,337</u>	<u>35,004,757</u>
<u>\$ 9,930,332</u>	<u>\$ 1,060,259</u>	<u>\$ 7,548,214</u>	<u>\$ 50,877,527</u>

CAPITAL CITY DEVELOPMENT CORPORATION
RECONCILIATION OF NET POSITION IN THE STATEMENT OF NET POSITION TO THE FUND
BALANCE IN THE BALANCE SHEET
SEPTEMBER 30, 2016

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

Total fund balance		\$35,004,757
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Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.

Cost of land	3,943,660	
Cost of construction in progress	3,639,979	
Cost of buildings, improvements, equipment and artwork	30,892,855	
Accumulated depreciation	<u>(13,857,348)</u>	24,619,146

Capital leases are recorded as liabilities on the Statement of Net Position, but are recorded as expenses as cash payments are made on the Governmental Fund Statements. (787)

Interest is expensed when paid on the Statement of Revenues, Expenditures and Changes in Fund Balances but is accrued as a payable on the Statement of Net Position. (68,078)

Proceeds from the theatre parking validation agreement were recorded as revenue when received and available on the governmental fund statements however were amortized over the life of the agreement as advanced lease payments on the Statement of Net Position

Theatre validation proceeds	(1,741,920)	
Revenue amortized to date	<u>1,149,183</u>	(592,737)

Long-term liabilities applicable to the Agency's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities - both current and long-term - are reported in the Statement of Net Position.

Net pension liability	(818,832)	
Bonds payable - current	(3,980,000)	
Bonds payable - long-term	<u>(16,780,000)</u>	(21,578,832)

CAPITAL CITY DEVELOPMENT CORPORATION
RECONCILIATION OF NET POSITION IN THE STATEMENT OF NET POSITION TO THE FUND
BALANCE IN THE BALANCE SHEET
SEPTEMBER 30, 2016

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.

Deferred outflows of resources related to pensions:

Differences between expected and actual experience	212,324	
Changes of assumptions	18,202	
Contributions made subsequent to measurement date	36,672	
Changes in proportionate share	<u>134,741</u>	401,939

Deferred inflows of resources related to pensions:

Differences between expected and actual experience		(81,591)
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Deferred charge on debt refunding

Deferred economic loss on 2010 B Bonds	41,972	
Deferred economic loss on 2010 C Bonds	<u>50,413</u>	<u>92,385</u>

Net position for governmental activities		<u><u>\$37,796,202</u></u>
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CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2016

	General Fund	Debt Service Fund	Central District RA Fund	River Myrtle District RA Fund
REVENUES				
Lease	\$ -	\$ 75,078	\$ 19,750	\$ -
Interest	9,199	-	3,712	4,187
Other	46,588	-	1,031,734	568,022
Parking	-	-	8,859	-
Revenue allocation funds	-	-	4,398,920	6,240,210
Total revenues	55,787	75,078	5,462,975	6,812,419
EXPENDITURES				
Administrative expenses	2,163,514	-	-	-
Operating expenses	350,670	-	192,169	324,415
Capital outlay and related expenses	56,928	-	5,305,516	2,490,605
Debt service - principal	-	-	500,000	272,600
Debt service - interest	-	75,078	81,583	122,961
Total expenditures	2,571,112	75,078	6,079,268	3,210,581
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,515,325)	-	(616,293)	3,601,838
OTHER FINANCING SOURCES (USES)				
Interfund transfers	2,039,959	-	(496,878)	(604,593)
Gain (loss) on sale of properties held for resale	-	-	-	151,101
Bond Proceeds	-	-	5,000,000	-
TOTAL OTHER FINANCING SOURCES (USES)	2,039,959	-	4,503,122	(453,492)
NET CHANGE IN FUND BALANCES	(475,366)	-	3,886,829	3,148,346
FUND BALANCES, BEGINNING OF YEAR	1,098,344	-	2,401,674	9,736,491
FUND BALANCES, END OF YEAR	\$ 622,978	\$ -	\$ 6,288,503	\$ 12,884,837

Westside District RA Fund	30th District RA Fund	Parking Fund	Total Governmental Funds
\$ -	\$ -	\$ 90,685	\$ 185,513
2,740	219	2,484	22,541
5,762	-	7	1,652,113
-	-	5,920,558	5,929,417
<u>2,354,731</u>	<u>343,340</u>	<u>-</u>	<u>13,337,201</u>
<u>2,363,233</u>	<u>343,559</u>	<u>6,013,734</u>	<u>21,126,785</u>
-	-	-	2,163,514
52,038	23,895	2,326,322	3,269,509
668,602	-	180,485	8,702,136
-	-	1,387,400	2,160,000
<u>-</u>	<u>-</u>	<u>688,649</u>	<u>968,271</u>
<u>720,640</u>	<u>23,895</u>	<u>4,582,856</u>	<u>17,263,430</u>
<u>1,642,593</u>	<u>319,664</u>	<u>1,430,878</u>	<u>3,863,355</u>
(262,892)	(124,513)	(551,083)	-
(56,509)	-	-	94,592
<u>-</u>	<u>-</u>	<u>-</u>	<u>5,000,000</u>
<u>(319,401)</u>	<u>(124,513)</u>	<u>(551,083)</u>	<u>5,094,592</u>
<u>1,323,192</u>	<u>195,151</u>	<u>879,795</u>	<u>8,957,947</u>
<u>6,059,515</u>	<u>355,244</u>	<u>6,395,542</u>	<u>26,046,810</u>
<u>\$ 7,382,707</u>	<u>\$ 550,395</u>	<u>\$ 7,275,337</u>	<u>\$ 35,004,757</u>

CAPITAL CITY DEVELOPMENT CORPORATION
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2016

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

Net change in fund balances - total governmental funds	\$ 8,957,947
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Capital outlays are reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.

Capital outlay	3,675,260	
Loss on disposal of fixed assets	(333,447)	
Depreciation	<u>(944,696)</u>	2,397,117

Capital leases are recorded as liabilities on the Statement of Net Position, but are recorded as expenses as cash payments are made on the Governmental Fund Statements.

4,495

Proceeds from the prepaid theatre validations were recorded as revenue when received on the Governmental Fund Statements but amortized over the life of the theatre validation agreement for the Statement of Activities and recorded as unavailable revenue on the Statement of Net Position.

145,160

Amortize deferred economic gain (loss) on refunded debt

Current year loss - 2010 B Refunding	(9,835)	
Current year loss - 2010 C Refunding	<u>(11,184)</u>	(21,019)

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

Payment of long-term debt	2,160,000	
Proceeds from new debt	(5,000,000)	
Interest expense	<u>(411)</u>	(2,840,411)

CAPITAL CITY DEVELOPMENT CORPORATION
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2016

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

Changes in proportionate share - amortization	(36,258)	
Pension expense related to net pension liability	(46,443)	
Pension contributions made subsequent to measurement date	<u>36,672</u>	<u>(46,029)</u>
Changes in net position of governmental activities		<u>\$ 8,597,260</u>

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity

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

Urban Renewal Districts

The Agency currently has four urban renewal districts: Central District, River Myrtle-Old Boise District, Westside District, and 30th Street District. Together, they comprise 767 acres of Boise's downtown core.

Central District – the City's oldest district and the State of Idaho's first urban renewal district, was established in 1989 and will end in fiscal year 2018.

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

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

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

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position) report information on all of the non-fiduciary activities of the Agency. For the most part, the effect of inter-fund activity has been removed from these statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use, or directly benefit from goods, service or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not properly included among program revenues are reported instead as general revenues. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

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

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

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

The Agency reports the following major governmental funds:

Debt Service Fund – The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. This fund currently accounts for the activities related to the Ada County Courthouse Corridor project ground lease transactions. The 2005 Series County Courthouse Project bonds were paid off in fiscal year 2015.

Central District Revenue Allocation Fund – The Central District accounts for the revenues derived from the revenue allocation area within the Central District and was established as a funding mechanism to provide public infrastructure improvements. The revenues are first pledged to repay the Redevelopment Bond, Series 2015. Any excess revenues may be expended in accordance with the provisions of the urban renewal statutes.

River Myrtle District Revenue Allocation Fund – The River Myrtle District accounts for the revenues derived from the revenue allocation area within the River Myrtle District and was established as a funding mechanism to provide public infrastructure improvements. The revenues are first pledged to repay the Series 2010 B-1 Refunding Redevelopment Bonds, the 2010 C Revenue Refunding Note and the 2011 B Revenue Refunding Note. Revenues may only be expended in accordance with the provisions of the urban renewal statutes.

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

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

Parking Fund – This fund includes the parking activities of the Agency's six structure parking facilities: Capitol & Front garage (formerly named Boulevard garage), Capitol & Main garage (formerly Capitol Terrace), 9th & Front garage (formerly City Centre), 9th & Main garage (formerly Eastman), 10th & Front garage (formerly Grove Street) and Capitol & Myrtle garage (formerly Myrtle Street). The revenues of the Parking Fund are pledged to support the operations of the Fund and the repayment of the Series 2010 B, 2010 C, 2011 B and 2015 debt. Net parking revenues are otherwise unrestricted and are used for parking system operations and maintenance and are also available for general Agency use.

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

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

Cash and Investments

Cash represents all cash on hand and in banks. Investments with original maturities of three months or less from the date of acquisition are also considered cash.

Investments

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

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

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

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

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

Repurchase agreements secured by the above.

Custodial Credit Risk

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

Credit Risk

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

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At year end, the carrying amount of the Agency's deposits was \$30,695,719 and the bank balance was \$30,689,367. Of the bank balance \$250,000 was covered by federal depository insurance; in addition Federal Home Loan Bank of Cincinnati issued a letter of credit that would allow the Agency to draw up to \$36,500,000 or the amount of the deposit balance, in the event of bank default. All cash is held in national financial institutions located in Ada County.

Property Taxes (Tax Increment Revenue) Receivable

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

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

The Agency received property taxes during the current fiscal year in the amounts of \$4,398,920, \$6,240,210, \$2,354,731 and \$343,340 from Central District, River Myrtle District, Westside District, and 30th Street District, respectively.

Accounts Receivable

The Agency provides credit based on contractual agreements in the normal course of business. An allowance for doubtful accounts is based on management's review of the outstanding receivables, historical collection information and existing economic conditions. Accounts receivable are past due based on the terms of the contracts and interest is charged on overdue receivables on a case-by-case basis as allowed by the contracts. Based on management's review of accounts receivable, no allowance was deemed necessary as of September 30, 2016.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000. Assets are recorded at historical costs or estimated historical cost if purchased or constructed. Donated capital assets are valued at their estimated acquisition value.

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

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

	<u>Estimated Useful Life (Years)</u>
Buildings	30 - 45
Improvements	10 - 45
Parking equipment	7
Office furniture & equipment	3 - 10

Property Held for Resale or Development

Property held for resale or development includes several properties in the River Myrtle and Westside Districts.

Property held for resale or development is reflected in the accompanying balance sheet. In furtherance of the Agency's purpose of redeveloping downtown Boise, these properties may be disposed of for consideration that is substantially less than carrying value.

During fiscal year 2016, the Agency transferred ownership of the 611 S. 8th Street property to 620 S. 9th Street LLC, developer of The Afton at the sales price of \$765,000. The Afton Project is an approximately 166,610 square foot mixed-use condominium project located in the Agency's River Myrtle Urban Renewal District. The overall Afton Project is proposed to be disposed of and developed in two phases with each phase containing a 6-story building. This ownership transfer on October 7th, 2015 was for Phase I which started construction in the fall of 2015 and is expected to be completed in the spring of 2017. At the completion of construction of each Phase and the issuance of a certificate of completion by the Agency, the adjusted parcel sales price shall be one dollar for each Phase as per the reuse appraisal. The difference between the original sales price and the adjusted sales price will be remitted to the Developer, as set forth in the Disposition & Development Agreement.

During fiscal year 2016, the Agency also transferred ownership of the 1401 W. Idaho Street to The Watercooler Project LLC, developer of Watercooler Apartments at the sales price of \$985,000. The Watercooler Apartment Project is an approximately 32,500 square foot mixed-use apartment building located in the Agency's Westside Urban Renewal District. The Project includes 37 residential apartment units including 7 live-work units, 875 square foot of commercial space and 29 surface parking spaces. The Project began construction in the summer of 2016 and is expected to be completed in the fall of 2017. At the completion of construction and the issuance of a certificate of completion by the Agency, the adjusted parcel sales price shall be \$250,000 as per the reuse appraisal. The difference between the original sales price and the adjusted sales price will be remitted to the Developer, as set forth in the Disposition & Development Agreement.

Deferred Outflows/Inflows of Resources and Unavailable Revenue

In addition to assets, the Statement of Financial Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until then. The Agency has two items that qualify for reporting in this category. The first item is the deferred charge on refunding reported in the government-wide Statement of Net Position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second item is the deferred inflows related to pensions reported in the government-wide Statement of Net Position. See Note 7 for details of deferred inflows related to pensions.

CAPITAL CITY DEVELOPMENT CORPORATION
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In addition to liabilities, the Statement of Financial Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods, so will not be recognized as an inflow of resources (revenue) until that time. The Agency has two items that qualify for reporting in this category. The governmental funds report unavailable revenues from property taxes. This amount is deferred and recognized as an inflow of resources in the period that the amounts become available. The second item is the deferred inflows related to pensions reported in the government-wide Statement of Net Position. See Note 7 for details of deferred inflows related to pensions.

Fund Equity

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

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

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

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

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

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

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

Per the guidance in the policy, the Board established that an emergency repair reserve in the minimum amount of \$500,000 shall be on hand as of September 30th of each fiscal year in the Parking fund. Funds within this reserve may be used intra-fiscal year for unforeseen, non-routine repair and maintenance expenditures in the garages when failure to do such repair and maintenance could adversely affect life safety or the ability to operate the garage(s) normally in the immediate future. The Board will evaluate the emergency repair reserve amount as part of each fiscal year's budget process and may amend the amount by resolution as it deems appropriate. The balance in the Parking Emergency Repair Reserve fund as of September 30, 2016 was \$500,000.

The Board further determined that it may be appropriate to set aside funds apart from working capital for a future project or initiative pursuant generally to the budget and related documents such as the capital improvement plan and

CAPITAL CITY DEVELOPMENT CORPORATION
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parking reinvestment program. The Board delegated its authority to assign funds in this manner to the Executive Director. As of September 30, 2016, \$4,623,642 and \$138,321 was assigned in the Parking fund and 30th Street District Fund, respectively, for parking reinvestment projects and commitments budgeted in fiscal year 2017. Assigned funds in the 30th street district were a result of a cash transfer from parking revenue to help stimulate the new district in fiscal year 2014 and 2015.

Estimates

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

Pensions

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

NOTE 2 – INTEREST IN PARTNERSHIP

The Agency has made both cash and non-cash contributions to River Plaza Limited Partnership (the Partnership) in exchange for an ownership interest as the special limited partner. The Partnership owns an apartment complex. The Agency has recorded the investment on a cost basis of \$130,000. In accordance with the partnership agreement, there are no gains or losses allocated to the Agency. If the assets of the Partnership are sold or liquidated, the Agency is entitled to a 36.8% interest in the residual distribution upon sale or refinancing. There are no plans for sale or refinancing.

NOTE 3 – RESTRICTED ASSETS

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

CAPITAL CITY DEVELOPMENT CORPORATION
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Restricted fund balances as of September 30, 2016:

Central District Revenue Allocation Fund	\$ 6,088,503
River Myrtle District Revenue Allocation Fund	10,502,848
Westside District Revenue Allocation Fund	7,382,707
30th Street District Revenue Allocation Fund	411,474
Parking Fund	2,151,695

The restricted balance in the Parking fund is restricted for reserves on the outstanding bonds. Restricted assets consist of cash and investments held by the Agency's agent in the Agency's name. Investments are generally held until maturity. The bond resolutions limit investments to certain types of securities which meet defined standards.

NOTE 4 – INTERFUND TRANSFERS

Interfund transfers are made for one primary purpose. Transfers are made as a method of allocating the costs of program operations to their respective funds. The program operations costs are shown in the General Fund.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2016 was as follows:

	September 30, 2015	Additions	Deletions	September 30, 2016
Governmental Activities				
<i>Capital assets, not depreciated</i>				
Land	\$ 3,943,660	\$ -	\$ -	\$ 3,943,660
Construction in progress	35,364	3,610,529	(5,914)	3,639,979
	<u>3,979,024</u>	<u>3,610,529</u>	<u>(5,914)</u>	<u>7,583,639</u>
<i>Capital assets, depreciated</i>				
Buildings	27,110,936	-	-	27,110,936
Improvements other than buildings	4,615,210	33,861	(1,089,968)	3,559,103
Equipment	244,826	36,784	(58,794)	222,816
Total	<u>31,970,972</u>	<u>70,645</u>	<u>(1,148,762)</u>	<u>30,892,855</u>
<i>Less accumulated depreciation</i>				
Buildings	(11,514,697)	(565,705)	-	(12,080,402)
Improvements other than buildings	(2,015,033)	(354,808)	756,521	(1,613,320)
Equipment	(198,237)	(24,183)	58,794	(163,626)
Total	<u>(13,727,967)</u>	<u>(944,696)</u>	<u>815,315</u>	<u>(13,857,348)</u>
<i>Total depreciated capital assets, net</i>	<u>18,243,005</u>	<u>(874,051)</u>	<u>(333,447)</u>	<u>17,035,507</u>
<i>Governmental activities capital assets, net</i>	<u>\$ 22,222,029</u>	<u>\$ 2,736,478</u>	<u>\$ (339,361)</u>	<u>\$ 24,619,146</u>

CAPITAL CITY DEVELOPMENT CORPORATION
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Depreciation expense was charged to functions of the primary government as follows:

Governmental Activities	
General Government	\$ 944,696

NOTE 6 – LONG-TERM DEBT

At September 30, 2016, long-term debt consists of the following:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Government activities					
2010 B-1	\$ 6,165,000	\$ -	\$ (580,000)	\$ 5,585,000	\$ 600,000
2010 C	1,820,000	-	(170,000)	1,650,000	175,000
2011 B	9,935,000	-	(910,000)	9,025,000	955,000
2015	-	5,000,000	(500,000)	4,500,000	2,250,000
	<u>\$ 17,920,000</u>	<u>\$ 5,000,000</u>	<u>\$ (2,160,000)</u>	<u>\$ 20,760,000</u>	<u>\$ 3,980,000</u>

The Series 2010 B-1 are tax exempt fixed rate bonds with a rate of 4.25% that mature on September 1, 2024.

The 2010 C Revenue Refunding Note was issued through the Boise City Housing Authority, is tax exempt, has a fixed rate of 4.29% and matures on September 1, 2024.

The 2011 B Revenue Refunding Note was issued through the Boise City Housing Authority, is tax exempt but subject to the alternative minimum tax and has a fixed rate of 4.75% and matures on September 1, 2024.

The Redevelopment Bond, Series 2015 (Series 2015) was issued on October 1, 2015. The Series 2015 bond of \$5,000,000 provides funds (i) for the local match to a federal grant received by Valley Regional Transit (VRT) for the acquisition and construction of the Main Street Station, a multi modal below ground public transit center, (ii) for improvements to and the renovation of the Grove Plaza, a public plaza owned by the Agency and (iii) for improvements to and the renovation of the Boise City Hall Plaza with a parking garage located underneath. All three projects are in the Agency's Central Urban Renewal District.

The Series 2015 are tax exempt fixed rate bonds with a rate of 1.78% that mature on September 1, 2018.

There are certain restrictive covenants, coverage requirements and ratios associated with the Agency's bonds and notes. As of September 30, 2016 the Agency is compliance with these requirements.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
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The annual requirements to retire the debt for the 2010 B-1 bonds, 2010 C, 2011 B notes, and 2015 notes as of September 30, 2016 are shown below.

	Governmental Activities	
	Principal	Interest
2017	\$ 3,980,000	\$ 816,935
2018	4,060,000	698,515
2019	1,895,000	576,466
2020	1,975,000	490,626
2021	2,070,000	401,133
2022-2025	6,780,000	623,754
Total	<u>\$ 20,760,000</u>	<u>\$ 3,607,429</u>

NOTE 7 – PENSION PLAN

Plan Description

The Agency contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months. Amounts in parenthesis represent police/firefighters.

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The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation and earnings from investments. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) if current rates are actuarially determined to be inadequate or in excess to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% (72%) of the employer rate. As of June 30, 2016 it was 6.79% (8.36%). The employer contribution rate is set by the Retirement Board and was 11.32% (11.66%) of covered compensation. The Agency's contributions were \$135,975 for the year ended September 30, 2016. Amounts in parenthesis represent police/firefighters.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.

At September 30, 2016, the Agency reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of July 1, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Agency's proportion of the net pension liability was based on the Agency's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At July 1, 2016, the Agency's proportion was 0.000403932, an increase of 0.000042112 from the prior year.

For the year ended September 30, 2016, the Agency recognized pension expense of \$180,012. At September 30, 2016, the Agency reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

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	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 81,591
Changes in assumptions or other inputs	18,202	-
Net difference between projected and actual earnings on pension plan investments	212,324	-
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions	134,741	-
Agency's contributions subsequent to the measurement date	36,672	-
	<hr/>	<hr/>
Total	\$ 401,939	\$ 81,591
	<hr/>	<hr/>

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
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\$36,672 reported as deferred outflows of resources related to pensions resulting from Employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2017.

The average of the expected remaining service lives of all employees that are provided with pensions through the Base Plan (active and inactive employees) determined at July 1, 2015 the beginning of the measurement period ended June 30, 2016 is 4.9 and 5.5 for the measurement period ended June 30, 2015.

The amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

Year ended September 30, 2016:	
2017	\$ (37,090)
2018	(37,090)
2019	(131,256)
2020	(78,240)

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the July 1, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.25 percent
Salary increases	4.25 - 10.00 percent
Salary inflation	3.75 percent
Investment rate of return	7.10 percent, net of pension plan investment expenses
Cost-of-living adjustments	1.00 percent

Mortality rates were based on the RP – 2000 combined table for healthy males or females as appropriate with the following offsets:

- Set back 3 years for teachers
- No offset for male fire and police
- Forward one year for female fire and police
- Set back one year for all general employees and all beneficiaries

An experience study was performed in 2012 for the period July 1, 2007 through June 30, 2013 which reviewed all economic and demographic assumptions other than mortality. Mortality and all economic assumptions were studied in 2014 for the period from July 1, 2009 through June 30, 2013. The Total Pension Liability as of June 30, 2016 is based on the results of an actuarial valuation date of July 1, 2016.

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The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets.

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are as of January 1, 2016.

Asset Class	Expected Return	Expected Risk	Strategic Normal	Strategic Ranges
Equities			70%	66% - 77%
Broad Domestic Equity	9.15%	19.00%	55%	50% - 65%
International	9.25%	20.20%	15%	10% - 20%
Fixed Income	3.05%	3.75%	30%	23% - 33%
Cash	2.25%	0.90%	0%	0% - 5%

Total Fund	Expected Return	Expected Inflation	Expected Real Return	Expected Risk
Actuary	7.00%	3.25%	3.75%	N/A
Portfolio	6.58%	2.25%	4.33%	12.67%

* Expected arithmetic return net of fees and expenses

Actuarial Assumptions

Assumed Inflation - Mean	3.25%
Assumed Inflation - Standard Deviation	2.00%
Portfolio Arithmetic Mean Return	8.42%
Portfolio Long-Term Expected Geometric Rate of Return	7.50%
Assumed Investment Expenses	0.40%
Long-Term Expected Geometric Rate of Return, Net of Investment Expenses	7.10%

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Discount Rate

The discount rate used to measure the total pension liability was 7.10%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of the Employer's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate.

The following presents the Employer's proportionate share of the net pension liability calculated using the discount rate of 7.10 percent, as well as what the Employer's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10 percent) or 1-percentage-point higher (8.10 percent) than the current rate:

	1% Decrease (6.10%)	Current Discount Rate (7.10%)	1% Increase (8.10%)
Employer's proportionate share of the net pension liability (asset)	<u>\$ 1,606,258</u>	<u>\$ 818,832</u>	<u>\$ 164,001</u>

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Payables to the Pension Plan

At September 30, 2016, the Agency reported payables to the defined benefit pension plan of \$2,523 for legally required employer contributions and \$0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

NOTE 8 – LEASES

Advance Lease Payments

In 2008, the Agency entered into an agreement with Bodo Development, LLC to provide theatre parking validation through November 30, 2020. All funds for this agreement were received by the Agency in the initial year of the agreement. This revenue is being amortized ratably over the life of the agreement on the government-wide financial statements.

CAPITAL CITY DEVELOPMENT CORPORATION
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YEAR ENDED SEPTEMBER 30, 2016

Lease Expense

The Agency is a party to the following operating leases:

The Agency entered into the lease for its office space on October 1, 2015. The lease term expires on September 30, 2018. Monthly rent is \$9,838 for the first year, \$10,132 for the second year and \$10,437 for the third year.

The Agency entered into the lease for Trailhead office space on February 1, 2015. Trailhead is a non-profit entrepreneurial resource center supported by the Agency, City of Boise and private sector partners. The lease term expires on January 31, 2020. Monthly rent is \$12,210 for the first year, \$12,479 for the second year, \$12,754 for the third year, \$13,042 for the fourth year and \$13,330 for the fifth year.

The Agency leased office space in its new 30th Street District and with the City of Boise engaged an economic development expert to accelerate redevelopment activity there. The lease for the 30th Street District office space expired on October 15, 2016 and it was not renewed. Monthly rent was \$600.

The Agency is a party to the following capital lease:

The Agency entered into a lease for its copier in September 2013. The lease has a term of thirty nine months and expires on November 30, 2016. The monthly rent is \$398. The lease qualifies as a capital lease. The original amount and accumulated depreciation are as follows:

Copier capital lease agreement	\$ 13,492
Accumulated depreciation	12,800
	<u>\$ 692</u>

The payout schedule is as follows:

2017	\$ 796
Less amount representing interest	(9)
	<u>\$ 787</u>

Lease Other

The Agency has entered into an agreement with Ada County on the County Courthouse Project. The Agency has leased approximately 10.3 acres of land owned by Ada County under a master ground lease obligation that expires in 2098. The Agency issued bonds, Series 1999, for the Ada County Courthouse Corridor Project in the amount of \$62,620,000 to finance the acquisition, construction and improvement of the courthouse and administration building for use by Ada County, and related parking facilities, integrated retail space and other public improvements. The Agency refunded the Series 1999 bonds and issued the Series 2005 bonds. The bonds are the obligation of the Agency, payable from and secured solely by lease payments made by Ada County under the agreement. The agreement provides for lease payments equal to the amount necessary for the payment of annual debt service requirements for the Series 2005 bonds.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
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In fiscal year 2016, the Agency entered into a Termination Agreement and Mutual Release with Civic Partners Idaho, LLC and Ada County. The Termination Agreement terminates the Sublease Agreements with Civic Partners and all interest that Civic Partners has in and to the subleased properties. See Note 10 for more details of the Termination Agreement. Total lease expense for the year ended September 30, 2016 was \$75,078.

	Master Ground Lease	Office Facility
2017	\$ 87,952	\$ 273,527
2018	89,658	280,588
2019	92,267	158,804
2020	103,111	53,319
2021	104,850	-
2022-2026	644,413	-
2027-2031	551,003	-
2032-2036	222,995	-
2037-2041	258,514	-
2042-2046	299,686	-
2047-2051	347,409	-
2052-2056	402,754	-
2057-2061	466,906	-
2062-2066	541,269	-
2067-2071	627,479	-
2072-2076	727,420	-
2077-2081	843,279	-
2082-2086	977,591	-
2087-2091	1,133,299	-
2092-2096	1,313,803	-
2097-2098	435,088	-
Total	<u>\$ 10,270,746</u>	<u>\$ 766,238</u>

NOTE 9 – COMMITMENTS AND CONTINGENCIES

The Agency agreed to provide the local match for the Federal Transit Administration grant for the construction of a multi-modal center (newly named Main Street Station). The grant is administered by Valley Regional Transit. The local match responsibility was originally the obligation of Boise City. During fiscal year 2016, a total of \$571,992 has been paid. As of September 30, 2016, the total local match maximum requirement of \$2,392,508 for this local match has been met. \$250,000 was contributed by City of Boise and \$2,142,508 was contributed by the Agency. Main Street Station officially opened on October 24, 2016.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
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The Agency entered into an Owners Participation Agreement (OPA) and related agreements with the Gardner Company, the developer of the completed 8th and Main Building - an 18 floor office building with a developer-estimated value of \$50 to \$60+ million – in the Central District. The Agency's financial participation is an anticipated amount not to exceed \$4 million of public improvements and site remediation over the course of four years after the project is complete. The OPA sets out conditions of performance the developer must meet to become eligible for Agency financial participation. During fiscal year 2016, the second payment of \$1 million has been made. As of September 30, 2016, a total of \$2 million has been paid to the developer.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with Owyhee Place, LLC. The now completed project is the renovation of two existing historical structures in the Westside District with a completion value estimated by the developer at \$12 million. The Agency's financial participation is an anticipated amount not to exceed \$700,000 for public improvements and site remediation over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. During fiscal year 2016 and as of September 30, 2016, a total of \$103,234 has been paid to the developer.

The Agency entered into a sponsorship agreement with Valley Regional Transit (VRT) for Boise Bike Share. VRT owns and operates Boise Bike Share, which includes fee-operated bike share stations forming an urban alternative transportation network in the greater downtown Boise area. The total sponsorship fee is \$30,000 with \$10,000 payable each year from 2015 to 2017. During fiscal year 2016, the second payment of \$10,000 has been made. As of September 30, 2016, a total of \$20,000 has been paid to VRT.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with Gardner Company, the developer of the City Center Plaza – a multi-building development between the existing Gardner-owned, 19-story US Bank Plaza and the Agency-owned Grove Plaza with a developer-estimated value of \$74 million – in the Central District. The Agency's financial participation is an anticipated amount not to exceed \$825,000 of public improvements, site remediation and tree replacements. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. During fiscal year 2016, a total of \$203,135 has been made. As of September 30, 2016, a total of \$709,569 has been paid to the developer. The City Center Plaza officially opened on October 20, 2016.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with Inn at 500 Capitol, LLC, the developer of the Inn at 500 Capitol Hotel – currently under construction a 6-story boutique hotel of approximately 110 hotel rooms, conference and meeting rooms, wellness center, 26 space first floor parking garage and a 100 seat restaurant in the River Myrtle District. The project is estimated by the developer to have a total value of \$24 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$471,498 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in the winter of 2016. As of September 30, 2016, no payments have been made.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

The Agency entered into a Memorandum of Understanding (MOU) and related agreements with the City of Boise for the Trailhead Business Accelerator project. The Agency and the City have been working together to encourage private investment within the city by facilitating business education, connecting entrepreneurs to resources, and working to increase the interaction between entrepreneurs and local businesses located in downtown Boise. Trailhead Business Accelerator was established in February 2015 by the Agency and the City to accomplish this goal. The Agency agreed to take responsibility for the rent and maintenance of the office space occupied by Trailhead at 500 South 8th Street. See Note 8 for details of the lease for Trailhead office space. During the fiscal year 2016, a total of \$170,385 has been made for rent and maintenances. As of September 30, 2016, a total of \$259,154 has been paid to landlord and other vendors.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with Athlos Academies, the new owner of the 918 W. Idaho Street property (known as C.C. Anderson or Macy's Building). Originally built in 1927 it has been vacant since 2010. Athlos Academies is renovating and upgrading the 1927 structure into the charter school HQ/training center in the Westside District. The project is estimated by the developer to have a total value of \$5.5 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$750,000 for public improvements that include streetscape and façade improvement. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in early 2017. As of September 30, 2016, no payments have been made.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with Pennbridge Bodo, LLC, the developer of the Residence Inn by Marriott – currently under construction a 10-story extended stay hotel of approximately 186 hotel rooms, conference room, fitness area, pool, a third floor patio and bar, and 103 parking spaces in the River Myrtle District. The project is estimated by the developer to have a total value of \$30 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$875,897 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in early 2017. As of September 30, 2016, no payments have been made.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with Boise Hotel Investors, LLC, the developer of the Hyatt Place – currently under construction a 5-story hotel of approximately 150 hotel rooms, conference rooms, fitness area, spa, and eating area in the Westside District. The project is estimated by the developer to have a total value of \$20 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$452,463 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in early 2017. As of September 30, 2016, no payments have been made.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with 5th and Idaho Development, LLC, the developer of the 5th and Idaho Apartments, a mixed-use, 5-story project consisting of approximately 81 studio, one and two bedroom apartments, 82 underground parking stalls, 3,000 square feet of retail space, and a 3,600 square feet public park facing Idaho Street in the River Myrtle District. The project is estimated by the developer to have a total value of \$13 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$1,155,000 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to start construction in the spring of 2017 and to complete in fall 2018. As of September 30, 2016, no payments have been made.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2016

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with The Roost Project, LLC, the developer of The Fowler (as renamed) – currently under construction a 7-story residential apartment building (two floors of parking and five floors of apartment units) of approximately 158 studio, one and two bedroom apartment units, 189 structured parking spaces and 4,000 square feet of first floor retail space in the River Myrtle District. The project is estimated by the developer to have a total value of \$27 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$3,140,000 for public improvements (\$550,000) and purchase of one floor of parking (\$2,590,000) to be available to the public. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in 2017. As of September 30, 2016, no payments have been made.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with BVGC Parcel B, LLC, the developer of Pioneer Crossing (previously known as Parcel B) – currently under construction a mixed-use development consisting of retail space, office space, other commercial uses and a 650-space parking garage in the River Myrtle District. The project is estimated by the developer to have a total value of \$48 million upon completion. The Agency's financial participation is an anticipated amount not to exceed \$9,688,625 for public improvements (\$4,288,625) and purchase of at least 250 parking spaces (\$5,400,000) to be available to the public. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete in 2018. As of September 30, 2016, no payments have been made.

The Agency entered into an Owners Participation Agreement (OPA) and related agreements with JRS properties III, LP, the developer of JUMP building and JR Simplot Company Offices – currently under construction a mixed-use development consisting of multiple buildings and facilities to be known as “Jack's Urban Meeting Place” and the JR Simplot Headquarters in the River Myrtle District. The project is estimated by the developer to have a total value of \$215 million (JUMP \$70 million tax exempt and JR Simplot Company Offices \$145 million) upon completion. The Agency's financial participation is an anticipated amount not to exceed \$875,000 for public improvements over the course of four years after the project is complete. The OPA sets out conditions the developer must meet to become eligible for Agency financial participation. The project is expected to complete at the end of 2016. As of September 30, 2016, no payments have been made.

NOTE 10 – SIGNIFICANT CONTRACTUAL AGREEMENTS

The Agency is party to numerous agreements related to the development of the parcels in the Ada County Courthouse Corridor. In 2011, the various agreements were amended to facilitate the refunding of the 2002 B bonds with the 2011 B Revenue Refunding Note. The Business Terms Sheet/Funds Flow calculation was one of the agreements amended. Under the terms of the amended agreement, the tax increment guarantee for the Idaho Place parcels was restated as \$245,000 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024. The developer will receive credit against the guarantee amount for any actual increment received from the subject parcels. The supplemental rent obligation on the apartment parcels in the Courthouse Corridor is stated in the Business Terms Sheet as \$289,865 for fiscal year 2011, increasing 3% each year thereafter through fiscal year 2024. The developer will receive credit against the supplemental rent amount for any actual increment received from the apartment parcels. During fiscal year 2016, the tax increment guarantee and supplemental rent obligations in the amounts of \$22,122 and \$174,368 were received in full.

As part of the Ada County Courthouse Corridor project (“Courthouse Project”) and under the terms of the associated Second Amended and Restated Master Sublease, the Agency subleased two parcels (parcels 4 and 5) to Civic Partners Idaho, LLC (“Civic”). Similarly, under the terms of the Amended and Restated Parcel 1 Sublease, the Agency subleased two Courthouse Project condominium units (units 401 and 102) to Civic. Civic failed to make the

CAPITAL CITY DEVELOPMENT CORPORATION
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YEAR ENDED SEPTEMBER 30, 2016

April 1, 2015 and July 1, 2015 quarterly lease payments as required by the agreements and failed to timely cure the defaults. The Agency declared the leases terminated on October 2, 2015 and initiated action to take possession of the properties as permitted under the leases. On May 10, 2016, the Agency, Civic, and Ada County entered into a Termination Agreement and Mutual Release (Termination Agreement). The Termination Agreement terminates the Sublease Agreements with Civic Partners and all interest that Civic Partners has in and to the subleased properties.

NOTE 11 – PLEDGED REVENUES

The Agency has certain long-term debt obligations for which revenues have been pledged.

The Agency issued the Series 2010 B bonds to refund the 2004 A and 2004 B bonds. Amounts in the 2010 B bond fund are pledged to support this debt. One twelfth of the annual debt service is to be deposited into the bond fund each month. The source revenues for the deposits into the bond fund are revenue allocation from the River Myrtle District and parking revenues from the parking system. The 2010 B bonds mature in 2024. The bond fund is pledged until the bonds mature. For the year ended September 30, 2016, the total debt service on these bonds was \$841,619.

The Agency issued the Series 2010 C Revenue Refunding Note to refund the 2002 C bonds. Amounts in the 2010 C note fund are pledged to support this debt. One twelfth of the annual debt service is to be deposited into the note fund each month. The source revenues for the deposits into the note fund are revenue allocation from the River Myrtle District and parking revenues from the parking system. The 2010 C Revenue Refunding Note matures in 2024. The bond fund is pledged until the bonds mature. For the year ended September 30, 2016, the total debt service on this note was \$248,078.

The Agency issued the Series 2011 B Revenue Refunding Note to refund the 2002 B bonds. Amounts in the 2011 B note fund are pledged to support this debt. One twelfth of the annual debt service is to be deposited into the note fund each month. The source revenues for the deposits into the note fund are revenue allocation from the River Myrtle District and parking revenues from the parking system. The 2011 B Revenue Refunding Note matures in 2024. The bond fund is pledged until the bonds mature. For the year ended September 30, 2016, the total debt service on this note was \$1,381,913.

The Agency issued the Series 2015 Redevelopment Bond in fiscal year 2016. Amounts in the 2015 bond fund are pledged to support this debt. One twelfth of the annual debt service is to be deposited into the bond fund each month. The source revenues for the deposited into the bond fund are revenue allocation from the Central District and parking revenues from the parking system. The Series 2015 bond matures in 2018. The bond fund is pledged until the bond matures. For the year ended September 30, 2016, the total debt service on this bond was \$581,583.

NOTE 12 – CONDUIT DEBT

On April 29, 2016, the Agency authorized the issuance of its Lease Revenue Bonds, Series 2016 (Greater Boise Auditorium District Expansion Project), in the aggregate principal amount of \$23,085,000. The proceeds of the bonds were used to expand and improve the “Boise Centre”, an existing convention center and public event facility in downtown Boise operated by the Greater Boise Auditorium District (the District), to pay bond issuance costs, to fund capitalized interest and to fund a reserve fund in connection therewith.

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NOTES TO FINANCIAL STATEMENTS
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The Series 2016 bonds were issued at a fixed rate range from 3.00% to 5.00%. The issuance is a conduit financing arrangement for the District, and the Agency receives no benefit from the issuance of these Bonds and has no liability. Therefore, the Agency has not recorded any benefit or liability. As of September 30, 2016, the unpaid principal balance of the Bonds is \$23,085,000.

NOTE 13 – SUBSEQUENT EVENTS

On October 26, 2016, the Agency received the refund of financial security deposit from Ada County Highway District (ACHD) in the amount of \$200,000. The financial security deposit was required for the Main Street Station Project (the Project) under the Financial Assurance of Performance section in the Development Agreement. With the completion of the Project, ACHD authorized release of the financial security deposit on October 5, 2016.

CAPITAL CITY DEVELOPMENT CORPORATION

REQUIRED SUPPLEMENTARY INFORMATION

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET
AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2016

	General Fund			Variance
	Original Budget	Amended Budget	Actual	Favorable (Unfavorable)
REVENUES				
Interest	\$ -	\$ -	\$ 9,199	\$ 9,199
Other	40,700	40,700	46,588	5,888
Total revenues	40,700	40,700	55,787	15,087
EXPENDITURES				
Operating and administrative expenses	2,622,200	2,656,087	2,514,184	141,903
Capital outlay and related expenses	50,000	62,500	56,928	5,572
Total expenditures	2,672,200	2,718,587	2,571,112	147,475
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(2,631,500)	(2,677,887)	(2,515,325)	162,562
OTHER FINANCING SOURCES (USES)				
Interfund transfers	2,749,800	2,494,087	2,039,959	(454,128)
NET CHANGE IN FUND BALANCES	118,300	(183,800)	(475,366)	(291,566)
FUND BALANCES, BEGINNING OF YEAR	1,098,344	1,098,344	1,098,344	-
FUND BALANCES, END OF YEAR	\$ 1,216,644	\$ 914,544	\$ 622,978	\$ (291,566)

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET
AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2016

	Central District RA Fund			Variance
	Original Budget	Amended Budget	Actual	Favorable (Unfavorable)
REVENUES				
Lease	\$ 21,000	\$ 21,000	\$ 19,750	\$ (1,250)
Interest	-	-	3,712	3,712
Other	22,700	949,783	1,031,734	81,951
Parking revenues	10,000	10,000	8,859	(1,141)
Revenue allocation funds	4,300,000	4,100,000	4,398,920	298,920
Total revenues	4,353,700	5,080,783	5,462,975	382,192
EXPENDITURES				
Operating expenses	657,550	312,520	192,169	120,351
Capital outlay and related expenses	6,365,000	6,521,000	5,305,516	1,215,484
Debt service - principal	500,000	500,000	500,000	-
Debt service - interest & fees	98,016	81,583	81,583	-
Total expenditures	7,620,566	7,415,103	6,079,268	1,335,835
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(3,266,866)	(2,334,320)	(616,293)	1,718,027
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(614,606)	(604,647)	(496,878)	107,769
Net proceeds and payoffs, refunded debt	5,000,000	5,000,000	5,000,000	-
Total other financing sources	4,385,394	4,395,353	4,503,122	107,769
NET CHANGE IN FUND BALANCES	1,118,528	2,061,033	3,886,829	1,825,796
FUND BALANCES, BEGINNING OF YEAR	2,401,674	2,401,674	2,401,674	-
FUND BALANCES, END OF YEAR	\$ 3,520,202	\$ 4,462,707	\$ 6,288,503	\$ 1,825,796

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET
AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2016

	River Myrtle District RA Fund			Variance
	Original Budget	Amended Budget	Actual	Favorable (Unfavorable)
REVENUES				
Interest	\$ -	\$ -	\$ 4,187	\$ 4,187
Other	446,437	933,000	568,022	(364,978)
Revenue allocation funds	6,550,000	5,950,000	6,240,210	290,210
Total revenues	6,996,437	6,883,000	6,812,419	(70,581)
EXPENDITURES				
Operating expenses	545,824	506,500	324,415	182,085
Capital outlay and related expenses	20,539,500	4,761,905	2,490,605	2,271,300
Debt service - principal	272,600	272,600	272,600	-
Debt service -interest	123,416	123,416	122,961	455
Total expenditures	21,481,340	5,664,421	3,210,581	2,453,840
EXCESS OF REVENUES OVER EXPENDITURES	(14,484,903)	1,218,579	3,601,838	2,383,259
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(803,760)	(749,762)	(604,593)	145,169
Gain on sale of poperties held for resale	-	151,000	151,101	101
Net proceeds and payoffs, refunded debt	13,500,000	-	-	-
Total other financing sources (uses)	12,696,240	(598,762)	(453,492)	145,270
NET CHANGE IN FUND BALANCES	(1,788,663)	619,817	3,148,346	2,528,529
FUND BALANCES, BEGINNING OF YEAR	9,736,491	9,736,491	9,736,491	-
FUND BALANCES, END OF YEAR	\$ 7,947,828	\$ 10,356,308	\$ 12,884,837	\$ 2,528,529

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET
AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2016

	Westside District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	\$ -	\$ -	\$ 2,740	\$ 2,740
Other	4,500	5,000	5,762	762
Revenue allocation funds	2,300,000	2,300,000	2,354,731	54,731
Total revenues	2,304,500	2,305,000	2,363,233	58,233
EXPENDITURES				
Operating expenses	273,350	169,750	52,038	117,712
Capital outlay and related expenses	4,738,220	1,980,000	668,602	1,311,398
Total expenditures	5,011,570	2,149,750	720,640	1,429,110
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(2,707,070)	155,250	1,642,593	1,487,343
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(480,996)	(314,416)	(262,892)	51,524
Loss on sale of properties held for resale	-	(56,000)	(56,509)	(509)
Total other financing sources (uses)	(480,996)	(370,416)	(319,401)	51,015
NET CHANGE IN FUND BALANCES	(3,188,066)	(215,166)	1,323,192	1,538,358
FUND BALANCES, BEGINNING OF YEAR	6,059,515	6,059,515	6,059,515	-
FUND BALANCES, END OF YEAR	\$ 2,871,449	\$ 5,844,349	\$ 7,382,707	\$ 1,538,358

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET
AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2016

	30th Street District RA Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Interest	\$ -	\$ -	\$ 219	\$ 219
Revenue allocation funds	340,000	340,000	343,340	3,340
Total revenues	340,000	340,000	343,559	3,559
EXPENDITURES				
Operating expenses	62,200	62,383	23,895	38,488
Capital outlay and related expenses	255,000	145,000	-	145,000
Total expenditures	317,200	207,383	23,895	183,488
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	22,800	132,617	319,664	187,047
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(133,610)	(145,115)	(124,513)	20,602
NET CHANGE IN FUND BALANCES	(110,810)	(12,498)	195,151	207,649
FUND BALANCES, BEGINNING OF YEAR	355,244	355,244	355,244	-
FUND BALANCES, END OF YEAR	\$ 244,434	\$ 342,746	\$ 550,395	\$ 207,649

CAPITAL CITY DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET
AND ACTUAL
YEAR ENDED SEPTEMBER 30, 2016

	Parking Fund			
	Original Budget	Amended Budget	Actual	Variance Favorable (Unfavorable)
REVENUES				
Lease	\$ 70,000	\$ 70,000	\$ 90,685	\$ 20,685
Interest	-	-	2,484	2,484
Other	-	-	7	7
Parking revenues	5,639,908	5,860,218	5,920,558	60,340
Total revenues	5,709,908	5,930,218	6,013,734	83,516
EXPENDITURES				
Operating expenses	2,394,241	2,421,778	2,326,322	95,456
Capital outlay and related expenses	797,000	249,000	180,485	68,515
Debt service - principal	1,387,400	1,387,400	1,387,400	-
Debt service - interest and fees	688,858	688,858	688,649	209
Total expenditures	5,267,499	4,747,036	4,582,856	164,180
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	442,409	1,183,182	1,430,878	247,696
OTHER FINANCING SOURCES (USES)				
Interfund transfers	(718,928)	(680,147)	(551,083)	129,064
NET CHANGE IN FUND BALANCES	(276,519)	503,035	879,795	376,760
FUND BALANCES, BEGINNING OF YEAR	6,395,542	6,395,542	6,395,542	-
FUND BALANCES, END OF YEAR	\$ 6,119,023	\$ 6,898,577	\$ 7,275,337	\$ 376,760

CAPITAL CITY DEVELOPMENT CORPORATION
SCHEDULE OF EMPLOYER'S SHARE OF NET PENSION LIABILITY AND SCHEDULE OF
EMPLOYER CONTRIBUTIONS
YEAR ENDED SEPTEMBER 30, 2016

Schedule of Employer's Share of Net Pension Liability
PERSI - Base Plan
Last 10 - Fiscal Years*

	2016	2015
Employer's portion of net of the pension liability	0.0403932%	0.0361820%
Employer's proportionate share of the net pension liability	\$ 818,832	\$ 476,459
Employer's covered-employee payroll	\$ 1,096,499	\$ 1,035,703
Employer's proportionate share of the net pension liability as a percentage of its covered-employee payroll	74.68%	46.00%
Plan fiduciary net position as a percentage of the total pension liability	87.26%	91.38%

* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the Agency will present information for those use for which information is available.

Data reported is measured as of July 1, 2016 (measurement date).

Schedule of Employer Contributions
PERSI - Base Plan
Last 10 - Fiscal Years*

	2016	2015
Statutorily required contribution	\$ 135,975	\$ 118,352
Contributions in relation to the statutorily required contribution	\$ (133,983)	\$ (116,231)
Contribution (deficiency) excess	\$ 1,992	\$ 2,121
Employer's covered-employee payroll	\$ 1,202,851	\$ 1,096,499
Contributions as a percentage of covered-employee payroll	11.14%	11.23%

* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the Agency will present information for those use for which information is available.

Data reported is measured as of September 30, 2016.

CAPITAL CITY DEVELOPMENT CORPORATION
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2016

NOTE 1 – BUDGETS AND BUDGETARY ACCOUNTING

The Agency follows these procedures in establishing the budget:

1. Prior to August, the preliminary budget is reviewed by the Agency's Executive Committee.
2. The preliminary budget is presented to the Board of Commissioners at either the July or August meeting.
3. The preliminary budget is revised, if necessary, prior to final approval.
4. The proposed budget is approved by the Board of Commissioners at the August meeting.
5. The proposed budget is published for public review.
6. The Board of Commissioners holds a public hearing on the budget.
7. The proposed budget is adopted by the Board of Commissioners prior to September.
8. The adopted budget is filed with the City of Boise.
9. October 1 begins the Agency's fiscal year.
10. Formal budget amendments, if any, require approval of the Agency's Board of Commissioners.

NOTE 2 – AMENDED BUDGET

The fiscal year 2016 budget was amended once during the year to reflect a restatement of appropriations in the adopted and amended budget.

NOTE 3 – ACTUARY ASSUMPTIONS

The total pension liability in the July 1, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.25 percent
Salary increases	4.25 - 10.00 percent
Salary inflation	3.75 percent
Investment rate of return	7.10 percent, net of pension plan investment expenses
Cost-of-living adjustments	1.00 percent

Mortality rates were based on the RP – 2000 combined table for healthy males or females as appropriate with the following offsets:

- Set back 3 years for teachers
- No offset for male fire and police
- Forward one year for female fire and police
- Set back one year for all general employees and all beneficiaries

An experience study was performed in 2012 for the period July 1, 2007 through June 30, 2013 which reviewed all economic and demographic assumptions other than mortality. Mortality and all economic assumptions were studied in 2014 for the period from July 1, 2009 through June 30, 2013. The Total Pension Liability as of June 30, 2016 is based on the results of an actuarial valuation date of July 1, 2016.



**Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with
*Government Auditing Standards***

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Capital City Development Corporation (the Agency), as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated February 10, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Agency's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of Agency's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Sully LLP". The signature is written in a cursive, flowing style.

Boise, Idaho

February 10, 2017



AGENDA BILL

Agenda Subject: \$13 million River-Myrtle URD Redevelopment Bonds, Series 2017		Date: February 13, 2017
Staff Contact: Ross Borden, Finance Director	Attachments: <div><div>1.</div><div>Resolution 1483</div></div> <div><div>2.</div><div>Exhibit A: Zions Bank Proposal</div></div> <div><div>3.</div><div>Exhibit B: Notice of Negotiated Bond Sale, Notice of Bond Purchase Agreement, Notice of Bond Resolution</div></div>	
Action Requested: Adopt Resolution 1483 authorizing the Finance Director in consultation with the Agency's financial advisor, bond counsel and counsel to negotiate formal terms with Zions Bank and develop financing documents for approximately \$13 million in Redevelopment Bonds, Series 2017, for Board consideration at its April 10, 2017 Regular meeting. Authorize publication of Notice of Negotiated Bond Sale, Notice of Bond Purchase Agreement, Notice of Bond Resolution.		

Background

The Agency's FY 2017 / current year budget included securing financing for these projects in the River-Myrtle / Old Boise (RMOB) urban renewal district:

Project	Estimate
1. Pioneer Crossing Parking Garage Condo (265 spaces)	\$5,400,000
2. The Fowler Parking Garage Condo (89 spaces)	\$2,590,000
3. Broad Street/Central Addition/LIV District improvements:	\$4,888,200
- Street & Infrastructure Improvements	
- Geothermal Extension & Hookups	
- Fiber Optic Cable Installation	
Costs of Issuance (estimate)	\$121,800
Total (estimate)	\$13,000,000

In December 2016 the Agency solicited proposals from ten financial institutions for tax-exempt, direct purchase Redevelopment Bonds, Series 2017, valued at approximately \$13 million to finance the projects. Proposals were due on January 26, 2017. Finance Director Ross Borden in consultation with Eric Heringer, Financial Advisor, Piper Jaffray, Kurt Kaufmann, Bond

Counsel, Sherman & Howard, and Ryan Armbruster, Counsel, Elam & Burke, evaluated the proposals.

Bank	Proposal	Recommended
1. Bank of America	✓	Alternate
2. Banner Bank		
3. Bank of the Cascades	✓	
4. Columbia Bank		
5. DL Evans Bank	✓	
6. Mountain West Bank	✓	
7. US Bank	✓	
8. Washington Federal	✓	
9. Wells Fargo		
10. Zions Bank	✓	Primary

Resolution 1483 is the Finance Director's recommendation to the Board to authorize the Finance Director with assistance from the Agency's financial advisor, bond counsel and counsel to negotiate with Zions Bank to secure approximately \$13 million in Redevelopment Bonds, Series 2017, to fund the three projects and cost of issuance. The Resolution also designates Bank of America as the alternative.

Financing Timeline

2016

August 24	Board adopts FY 2017 Original Budget
November 14	Board adopts Resolution 1469 – IRS Official Intent.
December 20	Agency distributes Request for Proposals to ten banks.

2017

January 26	Deadline for responses to RFP. Seven proposals were received.
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February 13	Board considers Resolution 1483 authorizing negotiations with Zions Bank and public notice of Negotiated Private Bond Sale, Bond Purchase Agreement, and Bond Resolution.
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March 17	Notice Certificates regarding plans for additional bonds delivered to Bank of America, Civic Plaza and Boise City / Ada County Housing Authority.
March 27	Public notices published two weeks prior to April 10 Board meeting.
April 10	Board considers Resolution authorizing Redevelopment Bonds, Series 2017. 30 day comment period begins.
May 11	30 day comment period ends. Projected Closing.
June	Broad Street / Central Addition / LIV District project completed. Agency final payments to CMGC Guho Corp for construction of improvements.

July	Completion of The Fowler parking garage is currently planned for July. Agency purchases parking condo from developer Local Construct upon completion.
October	Completion of the Pioneer Crossing parking garage is currently planned for October. Agency purchases parking condo from developer The Gardner Company upon completion.

Bond Covenants

All current Agency debt is held by Bank of America. Consistency of the security pledge and bond covenants are definite advantages the Agency enjoys with its debt consolidated at one bank. Key covenants in the bond documents deal with 1) issuing additional debt; 2) sale of assets, include parking garages; and 3) URA plan amendment. All three of those possibilities could happen in the RMOB District over the approximately seven year term of these Redevelopment Bonds, Series 2017. Should it become necessary to amend existing bond documents or obtain a required consent the inherent flexibility that comes with a single bond holder would be a valuable attribute. When considering utilizing another bank it is important to know going-in if that bank will agree to adopt those same features on a parity basis. Zions Bank has indicated an understanding of and a willingness to incorporate covenants consistent with the Agency's existing debt held by Bank of America.

Fiscal Notes

The Agency is seeking to place tax-exempt Redevelopment Bonds of approximately \$13.0 million with an approximately seven year term for three River-Myrtle District projects. The exact amount of the loan will be determined prior to formal Board consideration of the Bond Resolution.

Principal payments would be made annually each September 1 from 2017 through 2024. Interest would be paid semi-annually. These Redevelopment Bonds, Series 2017, would be secured by a first lien Parity pledge of Available Agency Revenues consisting of RMOB Tax Increment Revenue and Net Parking Revenue. The bonds are anticipated to be tax-exempt thus benefitting from lower interest rates.

The Agency currently has a total of \$16,260,000 in outstanding Parity debt in the RMOB District spread across three bond issues (principal only). Currently all Agency debt is held by Bank of America.

URD	RMOB	RMOB	RMOB
Issue	2010 B-1	2010 C	2011 B
Original	\$7.5 million	\$2.5 million	\$12.9 million
Remaining	\$5.6 million	\$1.7 million	\$9.0 million
Debt Service	\$838k	\$248k	\$1.4 million
Retire	FY 2024	FY 2024	FY 2024

Current bond covenants allow the Agency to issue additional debt secured by a Parity pledge of RMOB Tax Increment Revenue and Net Parking Revenue provided a two-part Additional Bonds Test (ABT) is satisfied.

- Test 1 requires there be sufficient RMOB Tax Increment Revenue to make the Maximum Annual Debt Service (MADS) on the current and proposed RMOB bonds. Using FY

2016 numbers, the test returns coverage of 140%, in excess of the required 100% MADS coverage.

- Test 2 examines the combination of RMOB Tax Increment Revenue and Net Parking Revenue vis-à-vis MADS on current and proposed RMOB debt. With FY 2016 numbers this test returns a coverage ratio of 223%, in excess of the required 125%.

These Redevelopment Bonds, Series 2017, are designed to be retired on – and perhaps before – September 1, 2024, near the end of the Agency's FY 2024 and one year in advance of the RMOB URD sunset date. The formal River-Myrtle / Old Boise URD sunset date is December 31, 2024, which is the end of the first quarter of the Agency's Fiscal Year 2025. The Agency will continue to receive property Tax Increment Revenue levied by Ada County in Calendar Year 2024 and paid to recipient entities in January and July 2025. From the Agency's perspective, its RMOB URD sunsets on September 30, 2025, at the end of its FY 2025. Any unexpended Tax Increment Revenue remaining would be rebated pro rata to the various taxing districts after that date.

Staff Recommendation:

Adopt Resolution 1483 authorizing the Finance Director in consultation with the Agency's financial advisor, bond counsel and counsel to negotiate formal terms with Zions Bank for Board for consideration in April. Designate Bank of America as the alternate bank. Authorize public notice at the appropriate time.

Suggested Motion :

I move to

1. Adopt Resolution 1483 authorizing the Finance Director in consultation with the Agency's financial advisor, bond counsel and counsel to negotiate formal terms with Zions Bank and develop financing documents for approximately \$13 million in Redevelopment Bonds, Series 2017, for Board consideration at its April 10, 2017 Regular meeting.
2. Designate Bank of America as the alternate bank.
3. Authorize publication of Notice of Negotiated Bond Sale, Notice of Bond Purchase Agreement, Notice of Bond Resolution.

RESOLUTION NO. 1483

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; ACCEPTING THAT CERTAIN PROPOSAL FROM ZIONS BANK PUBLIC FINANCE; AUTHORIZING AGENCY REPRESENTATIVES TO ENGAGE IN FURTHER NEGOTIATIONS WITH SAID BANK IN ORDER TO PROVIDE THE NECESSARY DOCUMENTS FOR ATTACHMENT TO THE CONTEMPLATED BOND RESOLUTION; AUTHORIZING AGENCY REPRESENTATIVES TO TAKE THE REQUIRED STATUTORY ACTION TO PUBLISH THE NOTICE OF NEGOTIATED PRIVATE BOND SALE; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning urban renewal agency, hereinafter referred to as the “Agency.”

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

WHEREAS, the Agency is authorized to borrow money and to issue bonds for the purpose of financing urban renewal projects under the Urban Renewal Law;

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 Plan”);

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

WHEREAS, Agency staff has solicited proposals from interested financial institutions seeking a proposal to provide certain funding for public improvements authorized under the River-Myrtle Urban Renewal Plan;

WHEREAS, by the proposal deadline of January 26, 2017, the Agency received seven responses from interested financial institutions;

WHEREAS, Agency Finance Director, with assistance from the Agency's financial advisor and Agency counsel, reviewed the proposals and recommends the selection of Zions Bank Public Finance (the "Bank") to proceed with negotiations to reach a Bond Purchase Agreement, with the selection of Bank of America N.A./Specialized Lending, LLC ("Bank of America") for further negotiations in the event negotiations with the Bank do not result in reaching a mutually acceptable Bond Purchase Agreement;

WHEREAS, the proposal (the "Proposal") dated January 26, 2017, has been submitted by the Bank outlining the provisions of a bond purchase agreement which would allow funding for several activities including:

- purchasing the Pioneer Crossing Parking Garage condominium unit
- purchasing the Fowler Parking Garage condominium unit
- Broad Street/Central Addition/LIV District improvements, which include street and infrastructure improvements, geothermal extensions and hookups, and fiber optic cable installation

all of which are located in the River-Myrtle Urban Renewal Area (as defined in the River-Myrtle Plan), a copy of such Proposal is attached hereto as Exhibit A and incorporated herein by reference, which estimates total project costs of approximately \$13 million which includes costs of issuance;

WHEREAS, in order to provide financing for the Project, the Agency desires to authorize the issuance, sale and delivery of its "Urban Renewal Agency of Boise City, Idaho Redevelopment Bond, Series 2017" in the approximate principal amount of \$13,000,000 (the "Series 2017 Bond") pursuant to this Resolution;

WHEREAS, Agency Finance Director, financial advisor, counsel and bond counsel have reviewed the Proposal and find it in the Agency's best interest to accept the Proposal and authorize the Chair, Vice-Chair, or Executive Director to take any necessary action to memorialize the acceptance;

WHEREAS, the Board hereby accepts the Proposal submitted by the Bank;

WHEREAS, as required by Idaho Code Section 50-2012, of the Idaho Urban Renewal Law, prior to any private sale of bonds by the Agency, a notice of such intended action must be published in a newspaper having general circulation within the Agency's area of operation;

WHEREAS, Agency Finance Director, financial advisor, counsel and bond counsel have prepared said notice, a copy of which is attached hereto as Exhibit B and incorporated herein by reference;

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

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

Section 2. That the Proposal, as attached as Exhibit A, submitted by the Bank is hereby accepted by the Agency.

Section 3. That the Board authorizes the Agency Finance Director, with the assistance of the Agency financial advisor, counsel and bond counsel to negotiate with the Bank as set forth in the Proposal for the preparation of the Purchase Agreement and other documents.

Section 4. That in the event the Agency and Bank are unable to reach a mutually acceptable Bond Purchase Agreement, Agency Finance Director, with the assistance of the Agency financial advisor, counsel and bond counsel shall commence negotiations with Bank of America.

Section 5. That the Board authorizes Agency staff to take the necessary action to publish the attached Notice of Negotiated Private Bond Sale, Notice of Bond Purchase Agreement, and Notice of Bond Resolution (Exhibit B, hereto), providing notice of the Agency Board meeting scheduled for April 10, 2017, at 12:00 p.m.

Section 6. That the Chair or the Vice-Chair of the Board of Commissioners of the Agency or the Executive Director is hereby authorized to enter into and accept the Proposal in substantially the same form as attached hereto as Exhibit A and incorporated herein by reference, as presented at the regular meeting of the Board held on February 13, 2017; and further are hereby authorized, permitted, and directed to execute all documents required to implement said Proposal, including, but not limited to any necessary changes in keeping with the presentation at the February 13, 2017, Board meeting, and any technical changes to the Proposal so long as said changes do not change the substance of the Proposal approved on February 13, 2017.

Section 7: 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 February 13, 2017.
Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on February 13, 2017.

APPROVED:

URBAN RENEWAL AGENCY OF BOISE
CITY, IDAHO

By _____
Chair

ATTEST:

By _____
Secretary

January 26, 2017

Ross Borden
Finance Director
Capital City Development Corporation
121 N 9th Street, Suite 501
Boise, ID 83702

Re: CCDC Series 2017 \$13,000,000 Redevelopment Bonds

Dear Mr. Borden,

Zions Bank Public Finance is pleased to submit its proposal to purchase CCDC's planned Series 2017 Redevelopment Bonds. With municipal portfolio holdings of approximately \$2.2 billion and true in-house legal counsel, Zions has the resources and expertise necessary to deliver a rapid and seamless execution of the proposal below.

- a) **Interest Rate:** 2.60% fixed as of January 26, 2017
- b) **Interest Rate Formula:** Des Moines FHLB 5-YR Fixed-Rate Advance Regular Rate + 0.20% (<http://members.fhlbdm.com/advance-rates/3/>)
- c) **Interest Rate Details:** Good for 60 days if accepted within 15 days; indicative otherwise. Rate can be locked up to 60 days prior to closing.
- d) **Bank and Legal Fees:** None
- e) **Call Provisions:** Callable anytime at par plus accrued interest with 30 days' notice
- f) **Final Approval Timeline:** Two weeks from acceptance in order to provide final credit write-ups, complete legal review, and prepare for funding. Zions believes that all necessary information has already been obtained from CCDC.
- g) **Terms and Conditions:** As described in the Preliminary Financing Package
- h) **Referrals:**
 - City of Boise
 - General Obligation Bonds, Series 2015
 - Richard Downen, Deputy Treasurer
 - (208) 972-8174; rdownen@cityofboise.org
 - Twin Falls Urban Renewal Agency
 - Revenue Allocation Bonds, Series 2013A (Chobani)
 - Lorie Race, City of Twin Falls CFO
 - (208) 735-7285; lrace@tfid.org

Thank you for your consideration of our proposal. Please direct all communications to Christian Anderson at (208) 501-7533 or christian.anderson@zionsbancorp.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Christian Anderson', with a stylized, flowing script.

Christian Anderson
Vice President
Zions Bank Public Finance



Zions Bank

Disclosure Regarding the Direct Purchase of a Bank Loan, Municipal Lease, or Municipal Security

Identified Transaction: CCDC Series 2017 \$13,000,000 Redevelopment Bonds

For the transaction identified above, Zions Bank including all of its affiliates (the Bank) is not recommending an action to you as the potential issuer. The Bank is not acting as a municipal advisor to you for this issue and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own best interests and you may wish to discuss any information or material provided to you by the Bank with any internal or external experts that you deem appropriate before acting on that information.

If the Bank has previously provided any advice to you regarding the transaction or project identified above, the Bank will not be allowed to purchase the transaction.

NOTICE OF NEGOTIATED PRIVATE BOND SALE,
NOTICE OF BOND PURCHASE AGREEMENT,
AND NOTICE OF BOND RESOLUTION

**ATTACHMENT 3
EXHIBIT B**

Pursuant to the Idaho Urban Renewal Law, Chapter 20, Title 50, Idaho Code, as amended (specifically Idaho Code Section 50-2012), public notice is hereby given by the Urban Renewal Agency of Boise City, Idaho (aka Capital City Development Corporation) (the “Agency”), of negotiation for and private sale to Zions Bank Public Finance, or a subsidiary or affiliate thereof (the “Bank”), of approximately \$13,000,000 of Urban Renewal Agency of Boise City, Idaho, Redevelopment Bond Series 2017 (the “Bond”), to finance certain public improvements as authorized by the River Myrtle-Old Boise Urban Renewal Project Urban Renewal Plan. The proposed term of the Bond is approximately seven (7) years, secured by available Agency revenues consisting of net parking revenues from the Agency’s parking system and incremental tax revenue from River Myrtle District revenue allocation area. The interest rate on the Bond as quoted from the Bank is initially approximately 2.75%. The Agency intends to enter into a Bond Purchase Agreement (or similar agreement) with the Bank (the “Bond Purchase Agreement”). Additional information concerning the terms and provisions of the Bond Purchase Agreement, the security for payment of the Bond, other pertinent information relating to the Bond Purchase Agreement, and the Bond is available for public inspection at the offices of the Agency at 121 North 9th Street, Suite 501, Boise, Idaho, 83702 (telephone 208-384-4264), Monday through Friday, 8:00 a.m. to 5:00 p.m. The Agency intends to proceed to close as soon as practical, subject to meeting all necessary conditions set forth in the proposed Bond Purchase Agreement.

Public notice is also hereby given that the Agency, during its regular meeting on Monday, April 10, 2016, at 12:00 p.m. will consider the Bond Purchase Agreement and the resolution authorizing the issuance of the Bond (the “Bond Resolution”). The meeting will take place at 121 North 9th Street, Suite 501, Boise, Idaho, 83702, at which time the Agency Board will consider approving the Bond Resolution, the Bond Purchase Agreement, and other documents relating to the Bond Resolution and Bond Purchase Agreement.

Any interested person is encouraged to attend the meeting. Interested persons may also submit written comments on the Bond Resolution, Bond Purchase Agreement, and other documents to the Agency at 121 North 9th Street, Suite 501, Boise, Idaho, 83702. Comments should be received no later than the close of business on April 6, 2017.

Individuals who will require special assistance to accommodate physical, vision, hearing, or other impairments, please contact the Agency at 208-384-4264 three (3) days prior to the meeting so that arrangements may be made.

By order of the Executive Director of the Urban Renewal Agency of Boise City.

DATED this ___ day of March 2017.

URBAN RENEWAL AGENCY OF BOISE CITY

By /s/ John Brunelle
Executive Director



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

For the second year, CCDC is one of the lead sponsors of the annual [Building Owners and Managers Association Commercial Real Estate Symposium](#). This has been a good partnership for the agency as we work closely with many of the members of this organization who are in key professional roles throughout the valley. One of the longtime members of BOMA is CCDC's own Max Clark, who is also on their board of directors.

This year's event is Tuesday, February 14, from 6:30 a.m. to 9:30 a.m. at Boise Centre, and features keynote speaker Chris Lee from CEL & Associates, a provider of enterprise solutions and strategies in the commercial real estate industry. CCDC will again be recognized in the year-in-review BOMA video and with signage and advertising at the event.



CCDC Ad for BOMA Event Guide

A big congratulations to the agency's Shellan Rodriguez for passing the [Project Management Professional \(PMP\) certification](#) in January! Shellan spent four days in PMP training at Boise State in addition to many more hours studying in order to pass the 4-hour, 200-question PMP exam. The PMP recognizes the competence of an individual to perform in the role of a project manager, specifically experience in leading and directing projects. The PMP certification has garnered global recognition and demonstrates to employers, clients, and colleagues that a project manager possesses the knowledge, experience, and skills to bring projects to successful completion.

\$13 million River-Myrtle / Old Boise District Redevelopment Bonds, Series 2017

A Request for Proposals for the direct loan or direct purchase of approximately \$13 million of tax-exempt (interest earned is excludable from gross income) River-Myrtle / Old Boise District Redevelopment Bonds, Series 2017, was issued to ten financial institutions in December with proposals due January 26. Proposals were received from Mountain West Bank, Washington Federal, Bank of America, Zions Bank, DL Evans Bank, US Bank and Bank of the Cascades. Banner Bank, Wells Fargo and Columbia Bank did not submit proposals. The Board will consider selecting one of the proposals at its February meeting. If all continues as planned the Board will consider the Bond Resolution at its April meeting with closing 30 days later.

Use of Funds in RMOB District:

- | | |
|--|---------------|
| 1. Pioneer Crossing parking garage condo (250 of 650 spaces) | \$5.4 million |
| 2. The Fowler parking garage condo (89 of 189 spaces) | \$2.6 million |
| 3. Broad St / Central Addition / LIV District Improvements | \$4.9 million |

Timeline:

- | | |
|-----------------|---|
| Dec 16, 2016: | RFP sent to ten financial institutions |
| Jan 26, 2017: | Proposals due; seven banks responded |
| Feb 13, 2017: | Board selects proposal / bank |
| April 10, 2017: | Bond Resolution to Board (<i>projected</i>) |
| May 11, 2017: | Closing (<i>projected</i>) |
| Sept 1, 2024: | Final Maturity (<i>projected</i>) |

Security:

1. River-Myrtle / Old Boise Tax Increment Revenue.
2. Net Parking Revenue.

Annual Independent Audit of Agency Financial Statements

Independent audit firm Eide Bailly LLP will report on the Agency's FY 2016 financial statements to the Executive Committee sitting as the Audit Committee just prior to the Board's regular February meeting. If the Audit Committee accepts the report Eide Bailly will then present it to the full Board.

The annual audit is a heavy lift. Big thanks to Controller Joey Chen and Accountant Kevin Martin for the professional expertise and exacting standards they apply to the Agency's financial activities every day of the year. Their efforts inspire confidence in the Agency and lay the foundation for a rock solid report when audit time comes around.

Central District Sunset

Although other urban renewal districts have been terminated across the state, this is a first for CCDC and Boise. It will be another seven years before this process is repeated for the River-Myrtle / Old Boise District. The Westside District sunsets the following year, at the end of FY 2026. The Agency's newest district, 30th Street, is good-to-go until FY 2033.

Tax Year / Calendar Year (TY/CY) 2017 property tax revenue above the Base Year amount generated by properties in the Central District will be the last to come to CCDC as increment revenue in the Agency's FY 2018.

Timeline:

- December 31, 2017: 'Formal' Central District sunset date.
- January 2018: First TY/CY 2017 property tax revenue distribution.
- July 2018: Second and final TY/CY 2017 property tax revenue distribution.
- September 30, 2018: Practical Central District sunset date. No new Central-generated tax increment revenue expenditures (first day of FY 2019).

After the Central District sunsets the seven taxing districts that overlay the Central District will begin receiving the property taxes CCDC now receives as tax increment revenue: Ada County, Ada County Highway District, Boise School District, Boise city, College of Western Idaho, Emergency Medical Services District, Mosquito Abatement District.

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

Broad Street – LIV District Public Infrastructure Improvement Project

Project: Agency investments in Broad Street, the core of the city's first LIV District, include streetscapes, expansion of the city's geothermal system, installation of green storm water management and fiber optic infrastructure and historic preservation activities. Guho Corp was competitively selected for Construction Manager / General Contractor (CM/GC) services.

- Sept 12: The Board of Commissioners approved Amendment 2 to the CM/GC contract, authorizing the amended Guaranteed Maximum Price (GMP) start of construction services and award of subcontracts.
- Jan 9, 2017: Board considers of final GMP construction amendment
- March 24, 2017: Anticipated Substantial Completion.
- April 24, 2017: Anticipated Final completion.

Status: Construction is well underway. Massive amounts of snowfall this winter have affected the delivery schedule. Substantial Completion for the second phase of work is May 31 2017.

2017 Streetscape Improvements Project – Request for Qualifications

Project: The Agency desires to hire a general contractor to construct the designated streetscape improvements this coming summer.

- Jan 4: RFQ issued.
- Feb 8: Submissions due from any interested public works contractor.

Status: Per standard Agency procedure and Section 67-2805(3)(b), Idaho Code, only pre-qualified contractors are able to bid the project. Board approval of pre-qualified bidders is anticipated for the March board meeting.

10th & Front Garage Concrete Repairs – Informal Invitation to Bid

Project: Repair concrete spalling on levels 2, 3 and 4 in the 10th & Front Street public parking garage. Total cost estimated to be less than \$100,000.

- Oct 31: Informal Invitation to Bid sent to three licensed public works contractors.
- Nov 9: Pre-bid meeting.
- Nov 21: Three bids received by the 3 pm deadline.

Status: The lowest responsive bid was submitted by Watson Associates. A public works construction contract with Watson Associates is in-place for the scope of work with completion of repairs scheduled for this summer.

ParkBOI Garage Signage – Invitation to Bid

Design work is complete. Contracts staff is preparing the Project Manual for bid.

- Feb: Issue an Invitation to Bid.
- April 10: Board considers awarding public works contract.

OTHER CONTRACTS ACTIVITY

The Grove Plaza

1. Change Order #7 for the McAlvain CM/GC contract for asphalt, brick work and bollard changes.
2. Limited vehicular access license agreement with the city of Boise for Christmas Tree removal.
3. Owner's License Agreement (North Spoke Master Licensing) with Oppenheimer Development for the Wells Fargo Retail Building at 801 W. Main Street.
4. North Spoke Patio License Agreements with Snake River Tea and Costa Vida restaurant.

Parking Garages – Amendment with Tri State Electric to update the exit signage on the 9th and Front Garage to include an additional “car coming” sign and integrated sounding horn in order to meet CCDC garage exit standards.

Parking Services – Collaboration with The Car Park to create a Professional Services Agreement with Smarking, Inc to use data analytics techniques to help The Car Park and CCDC make more informed decisions regarding the future of parking. The Car Park is the lead agency on the contract.

8th Street Improvements – Task Order Amendment with Pro Care Services to add High Priority Winter Walkway Services including plowing and shoveling snow on 8th Street after a quarter-inch accumulation and applying deicer at first indication of slick conditions.

Boise State Public Radio – One Year Trade Agreement that will provide BSPR with one universal parking pass in exchange for 36 radio spots that CCDC can use anytime in the coming year.

North by Northwest – Professional Services Agreement for a video documentary of downtown Boise history, from earliest days to the present and beyond.

Experis – Professional Services Agreement to assist the Agency with a document management software discovery project.

Agency Affairs – Public Records Requests:

1. Agency contracts with its parking operator The Car Park
2. Sale of the Capitol Terrace Condominium Association retail units by owner Roper Clothing Company.

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

INFRASTRUCTURE PROJECTS

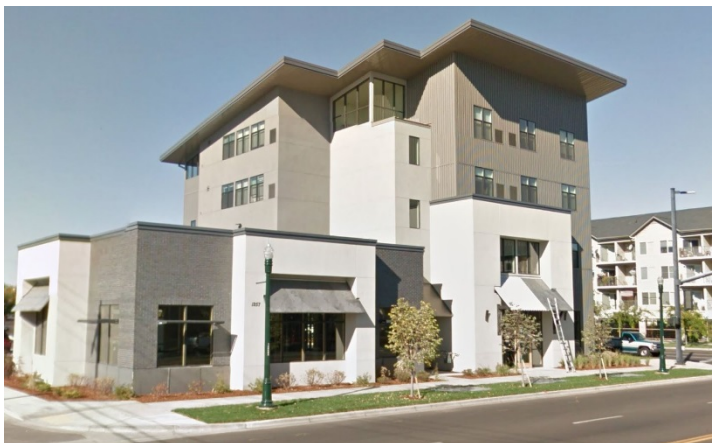
1257 W River - Riverstone – PP Type 1

Project Description

This is a \$3.7 million, 18,000 s.f. mixed-use project including office space on the ground floor and residential units for Riverstone International School students on floors 2-4. The project utilized a Type 1 Participation Agreement to reimburse for public improvements not to exceed \$43,000.

Update

On January 27 staff received the developer's request for \$42,774 of reimbursement for public improvements based on the existing Type 1 Participation Agreement.



Next Steps - Completion

On February 1 staff met with the Developer on site and confirmed that the streetscape improvements were completed as outlined the Type 1 Agreement. The reimbursement payment will be mailed in the next 15-30 days, and the Type 1 Agreement will be closed. 16 students moved into the building this fall with space for a total of 32 students and 2 resident assistants. The first level office space is being leased by two local design firms.

Other Active Infrastructure Projects

32nd Street Extension

CCDC staff met with PDS to discuss in detail. CCDC has coordinated with the developer in order to understand their interest in the area to be auctioned by ACHD. CCDC staff has suggested the City of Boise work closely with ACHD and the developer to attain the portion of the land that is needed for the connections whereas the additional portion of the land could be conveyed to a private party to continue the increase in area revenue to the District for capital projects.

Whittier Elementary School

Staff at various levels has met with representatives of the School District, the design team, and City PDS to learn about the project. The architectural firm, LKV, submitted on behalf of the School District to Design Review for a February review. Staff is working with the design team to determine what eligible costs may exist and may request some level of participation accordingly from the Board in coming months.

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

Additional streetscape improvements adjacent to the completed work were identified and an amendment was executed to complete the brick paving at the corner of 8th street and Broad. ACHD approved the design plans in January. The contractor will commence work once amenable weather patterns arrive.

Broad Street - Central Addition Improvements - CIP Project

Phase 1 (5th Street to 2nd Street) is under construction. The board approved Phase 2 Streetscape Improvements (5th Street to Capitol Blvd.) on January 9th. Construction to be completed by May 2017.

2017 Streetscape Improvements - CIP Project

Project has been submitted to the City for Design Review. The intersection of 6th & Main is being reevaluated to allow bus traffic on 6th when the street becomes 2-way.

MOBILITY PROJECTS

1101 Front - Pioneer Crossing - PP Type 3

Project Description

Previously known as Parcel B, Pioneer Crossing, is a proposed \$50+ million mixed use development including a hotel, office building, parking garage with a partial office wrap (future home to the Boise Metro Chamber of Commerce), and restaurant. This site has been vacant for many years, and was previously a rail yard.



CCDC intends on purchasing 250 parking spaces of the 650 space garage as public parking upon project completion. CCDC's purchase price is \$5.4 million. Additionally, CCDC will reimburse the development for approximately \$4 million in public improvement costs as part of a Type 3 Transformative Participation Program Agreement.

Project Update

As per the Purchase and Sale Agreement staff and consultants completed their review of the Construction Drawings in order to ensure as much compliance with CCDC's parking garage

design guidelines as possible. Additionally, developer has requested staff and counsel begin working on condominium drafts and agreements.

Update

Staff continues to review and approve specifications for desired equipment and staff and counsel are drafting condo declarations.

Other Active Mobility Projects

101 S. Capitol - Main Street Station - FTA Matching Funds

Main Street Station is completed and it opened to public use on October 24. Staff has processed the final payment request from VRT for payment in full of local match funds. The project is complete.

Main/Fairview Corridor Lane Reduction

The ACHD Commission adopted the Fairview & Main Local Streets Improvement Plan on January 25, 2017. The plan recommends reconfiguring Fairview and Main to 3 vehicle lanes, parking on both sides, and a parking protected bike lane on the right side of each street. The plan also proposes new local streets to be considered during development. While the reconfiguration of Fairview and Main has not been specifically programmed, ACHD staff estimates that it could be done in 1-3 years.

Bike Rack Infill

The ACHD commission approved a license agreement, to install a bike corral in the pullout on the north side of Main next to Taphouse (BPD does not want it used for deliveries anymore due to encroachment in the travel lane). CCDC and Boise staff are discussing relocation of the bike corral next to Egyptian Theater/Tony's to Idaho/8th when the City Hall Plaza/Capitol Blvd project begins this coming spring. Staff is putting together a contract for installation of the bike corral next to Taphouse; anticipated installation is mid-March.

Wayfinding Project Installation

Sea Reach delivered the construction package in October, and CCDC is waiting on an implementation plan and cost estimates. Staff will be discussing project phasing with City of Boise. Staff is working with ACHD and Boise legal departments for a license agreement where signs go in ACHD right-of-way as well as with ITD for an encroachment permit where signs will go in ITD right-of-way.

Protected Bike Lanes - (Joint Project w/ACHD)

Staff is awaiting word from ACHD on when this will go back to the Commission. Most likely, CCDC and ACHD will have to establish a road trust or cost share agreement to fund improvements that won't occur until after Central District sunset. Proposed protected bike lanes in CCDC's districts are in the following locations:

- Idaho St, 9th - Capitol
- Main St, 9th - Capitol
- Idaho St, Capitol - 2nd
- Main St, Capitol - Broadway
- Idaho St, 9th - 16th
- Main St, 16th - 9th

5th & 6th Street - 2-way Conversions - CIP Project

ACHD determined conversion of 5th and 6th streets to 2-way to be feasible, and has begun a concept design effort with a goal of accomplishing the first phase of conversion in 2019. ACHD and CCDC agreed to split the cost of concept design (\$40,000 for CCDC), finalized 2/8/2017. In order to accommodate VRT buses turning from Main onto 6th with the 2-way conversion, CCDC will need to modify its 2017 Main St streetscape project. Staff is working with ACHD, COB, VRT, and consultant Jensen Belts on this. The project team is refining concepts for 5th & 6th and will conduct public outreach/involvement on them beginning in March 2017.

Front & Myrtle Alternatives Analysis

CCDC convened project workshop #2 on January 26. In addition to project team, participants included members ACHD commission, city council, CCDC board, COMPASS board, ITD board, and Ada County staff. Discussion items included Existing Conditions Report, Quick Wins, and Alternatives Brainstorming. The consultants (Sam Schwartz, Kittelson, Leland) are refining and scoring alternatives to present at workshop #3 in late March.

State Street TTOP MOU Renewal

Staff presented the draft MOU update as an information/discussion item at the January board meeting. Partner agencies have not proposed any substantial changes to the draft MOU since then. If approved, the updated MOU will be in effect through 2021.

PLACEMAKING PROJECTS

8th Street to Capitol between Idaho and Bannock - CCDC Alley Program

Project Description

CCDC and City of Boise are working with property owners and managers to improve Freak Alley and Union Block Alley as public spaces. Boise planning staff will manage an urban design process with a stakeholder group (including ownership interests), followed by final design and construction to be managed by CCDC.

Update

City of Boise and GGLO held a visioning session with stakeholders in December, and Boise hosted an online survey (~570 responses as of 2/8/2017) in January/February; preliminary results indicate strong support for additional lighting, improved surface, signage, art work, and vegetation. Property owners on the Union Block Alley have preliminary visioning and made informal commitments to consolidate, relocate, and reduce trash and grease disposal nuisances. The principal property owner for Freak Alley has agreed to participate in the urban design process.



Next Steps

GGLO will present refined concepts to the stakeholder group in late February; staff will present the final concept at the March CCDC board meeting. CCDC will then hire a consultant to conduct final design immediately thereafter.

Other Active Placemaking Projects

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

CCDC board approved a T4 amendment in January to reimburse the 5th & Idaho development for alley improvements (including utilities, concrete & pavers) between 5th and 6th in 2017. Idaho Power and Musgrove Engineers are finalizing design of the undergrounding between 5th and 3rd. ACHD is planning on installing a "green alley" between 5th and 4th in 2018. Staff will also propose to schedule and budget the undergrounding east of 5th concurrently with the ACHD alley project in 2018 in order to minimize disruption to adjacent properties.

Alley, 11th to 12th Street between Grove & Front - CCDC Alley Program

ACHD kicked off its 2018 green alley projects in December 2016 and is at 75% design. Staff has requested engineering services from Idaho Power and a proposal for engineering services from Musgrove to design undergrounding in the alley to do concurrently with the ACHD project in 2018. CCDC will execute design contracts for utility undergrounding in February and request funding through the 2018 budget process to underground this alley in 2018, concurrent with the ACHD alley project.

5th Street - 5th and Idaho Apartments - PP Type 2/ Type 4

Initial public improvement permits have been received by the developer and they intend to proceed with work in January. Firm financing is expected in January with a loan closing in March 2017. Construction should take 18 months. Construction drawings have been submitted to the City of Boise. CCDC Staff has requested an amendment of the Type 4 Agreement in order to incorporate additional alley improvements adjacent to the original project site. Staff is requesting an amendment to the Type 4 Agreement for the additional alley improvements and undergrounding utilities from the alley across 6th Street to City Hall as well as additional time.

150 N. Capitol - City Hall Plaza - PP Type 4

The City approved and signed agreement on January 10. The City has begun bidding with bids due February 24. Resolution 1482 on the consent agenda grants final approval. With an agreement fully executed, Agency staff will track progress and wait for the City to request inspection and payment.

826 W Main Street - The Grove Plaza - Brick Program

The Brick Program sales reached 4,295 bricks when it closed on December 31, 2016 which surpasses the original goal of 4,000 bricks. The final brick sales includes five plaza sponsorships from McAlvain, Guho, Elam & Burke, Block 22, and Boise Centre. In addition to receiving gift certificates for engraved bricks, each sponsor will be recognized on an engraved granite stone placed by their tree of choice. Fulfillment of the engraved bricks is expected by April 2017 with installation completed before June 1, 2017.

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

As planned, construction activity remains on hold as Boise Centre continues work on the elevated concourse. Preplanning and coordination with Boise Centre's current construction

activity continues in preparation for remobilization in March 2017. Next Steps include finalizing procurement of furnishings, developing the fountain programming, and preparing for contractor remobilization in March 2017 to complete the remaining improvements.

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

Tentative schedule by Guho estimates construction to be substantially complete May 2017.

South 8th Street Corridor Plan - CIP Project

CTY has been hired to further the LOCI plan to identify interventions to be implemented in the immediate future. CTY is finalizing their plan. The next step is to set the respective projects up and hire consultants as appropriate.

8th Street Event Bollards (Electric)

Staff is conducting preliminary due diligence to determine feasibility of retractable bollards, including necessary and/or preferred features, specifications, and placement. Staff has met with City Parks, Public Works, and Fire Department staff to discuss general considerations. Preliminary indications are that manual, assisted lift retractable bollards would be the most feasible in terms of cost, installation, and maintenance. Staff will meet with ACHD this month (February) to discuss traffic considerations and whether bollards should be placed within or outside ACHD ROW.

5th & Myrtle New Signalized Crossing

CMGC for Broad Street project has installed conduit across Myrtle with the geothermal extension. The new Julia Davis pathway/entrance from 5th is scheduled for construction February-April 2017. COMPASS will be getting pedestrian/bike counts on the path to check for signal warrants once construction is complete. At this point, even if a signal is approved by ITD/ACHD once warrants are established, it is likely that installation would have to be re-budgeted to FY2018 or later.

ECONOMIC DEVELOPMENT PROJECTS

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

Project Description

Obie Development, based out of Eugene, Oregon, is constructing a boutique hotel on the corner of Capitol Boulevard and Myrtle Street. The 6-story, 112-room hotel broke ground in October of 2015 and will also feature a 3,300 SF restaurant space. Obie Development focuses on “creating boutique, thoughtful, and community-oriented developments with strong attention to detail and the complete guest experience.”

The hotel opened its doors to the public on January 17, 2017.



Update

The project is on schedule and is complete. CCDC has been invited to a Ribbon Cutting on Friday, February 10, 2017 onsite at 3pm.

Next Steps

CCDC is assisting the development through two types of participation agreements and a parking lease agreement. The Type 2 General Assistance Agreement will provide \$269,000 for utility line relocation and upgrading, as well as streetscape improvements, public art, and landscaping located in a public easement for all Boise residents and visitors to enjoy. The Type 4 Capital Improvement Reimbursement Agreement will provide approximately \$198,000 for streetscape improvements, such as streetlights, trees, and benches located in the existing right-of-way. The Type 4 agreement will be paid out as a reimbursement upon approval of actual expenses, and the Type 2 agreement will be paid out over a period of up to 4 years starting in 2019 based on the tax increment received.

Parking for the hotel will be provided on-site and through an agreement to use spaces in the City Centre or Myrtle Street garages owned by CCDC.

Other Active Economic Development Projects

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

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.

5th & Front (Remnant) - Remnant RFP -PP Type 5

The development received Design Review approval in January. They are continuing to work with their design and construction team to provide CCDC with additional budget information in order to draft a Re-Use appraisal for the project. Upon completion of a reuse appraisal and negotiations of a DDA staff will bring a final draft DDA to the Board for review and approval.

SPECIAL PROJECTS

617 S. Ash St. - Hayman House - PP Type 5

Staff is working towards the goal of conveying the Hayman House to the City in order to have it preserved as a public amenity. The Boise City Arts and History and Parks Departments with Idaho Smart Growth unsuccessfully applied for a place making grant sponsored by Southwest Airlines and Project for Public spaces on city owned land adjacent to the Hayman house. Staff assisted in the grant writing effort and provided a strong letter of support. Staff expects a Memorandum of Understanding to be brought to the Board for approval in coming months but does not intend on conveying the property until the future of the Ash Street Properties is understood. The PPS Grant was not awarded to the project. Staff has completed a Capital Needs Assessment (CNA) on the property and will work to complete the improvements that were agreed upon by Staff and City Arts & History.

Capitol Blvd. & Front St. - River Sculpture - Public Art

Coordination with ITD and ACHD resulted in a determination that bollards are not acceptable at this location and that flower pot planters is the preferred protective device. The winter weather

has precluded the placement of bollards. The work is contracted to be done, just awaiting snow melt off. CCDC and DBA have arranged to have flower planter pots placed once the snow has melted off.

Parking & Facilities Team: Max Clark & Ben Houpt

Exterior Signage for All Garages

Project Description

This project consists of replacing existing exterior signage and adding new signage with newly branded ParkBOI logo and additional information.

Update

Staff has met with Boise City regarding sign code requirements, and bid specifications are nearly complete. We expect to go to bid in February.

Next Steps

Go to bid; get Board approval in April. Installation in May/June at latest.

Parking Rate Examination

Project Description

The Downtown Parking Strategic plan suggested an evaluation of our rate structure.

Update

We have money budgeted in this fiscal year for a rate study in the Spring of 2017. In the meantime, we have floated a new nighttime parking program to our convention and hospitality partners to assess stakeholder interest in the product. We currently have 375 people on our garage wait list.

Next Steps

We plan to examine our rates in March. Included in the analysis will be monthly rates, our hourly daily maximum and hotel rates. This is being done to fund various TDM initiatives including a Park & Ride Shuttle from west downtown.

Rebranding Parking System

Project Description

Creating a distinctive identity for public on and off-street parking in downtown Boise.

Update

ParkBOI has been approved as the brand for the on and off street parking systems. Graphic standards and colors have been adopted. The City utilized the branding material when they rolled out their new meters/zones last Spring.

Next Steps

Concerted application of the new brand will occur for our garages around the installation of the new garage signs and painting of garage elevator lobbies and stairwells in the spring of '17. We will also emphasize the updated garage names at that time.

COB - Downtown Transportation Plan

Project Description

The City adopted the TAP in mid 2016.

Update

CCDC and City staff are working to integrate the strategies from the TAP and Parking Strategic Plan into FY17 work plans.

Next Steps

Some of the 22 mobility initiatives Agency & City staff are collaborating on are contained in the TAP. All are consistent with the Parking Strategic Plan.

HOA Meetings Update

Project Description

Nearly all of our parking structures are part of a "condominium association" for management of common areas. State law requires that each condo association meet at least once to maintain their standing.

Update

Each condo association had an annual meeting in October, and filed reports with the State verifying the meetings took place. In some instances funds are budgeted for insurance and common area expenses, such as fire safety systems.

Next Steps

Meetings will occur within the next two months for most condo associations to assess winter damage and what preventive measures might be undertaken for next winter.

Daily usage info for December, 2016

Project Description

Staff will report monthly on various statistics which indicate how the parking system is performing. Because of this report timing, statistics from the previous month (December '16) have not yet been finalized, so we're using what we have.

Update

We have 2,551 parking spaces in our six garages, with 1,661 (65%) of them allocated to monthly parking and 890 (35%) allocated to hourly parking. We've sold 1,909 monthly permits (oversell of 248 or 13%), and have an estimated 375 people on wait lists in multiple garages, bringing the total waitlist figure to 1,496. We have one garage (9th & Main/Eastman) that sells out at least one day/week.

Next Steps

We are pursuing options for better, more frequent statistical generation and communication. varied statistics than we currently are capable of providing. We are attempting to reconcile differences of opinion between our equipment provider (Scheidt & Bachmann) and Smarking.